

AMERICAN FORK CITY COUNCIL
APRIL 11, 2023
REGULAR SESSION AGENDA

Notice of Electronic Meeting

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

The American Fork City Council will meet in a regular session on Tuesday, April 11, 2023, in the American Fork City Hall, 31 North Church Street, commencing at 7:00 p.m. The agenda shall be as follows:

REGULAR SESSION

1. Pledge of Allegiance; Invocation by Council Member Shelton; roll call.
2. Presentation of the Utah Chiefs of Police Officer of the Year award to Shawn Lott.
3. Twenty-minute public comment period - limited to two minutes per person.
4. City Administrator's Report
5. Council Reports
6. Mayor's Report

COMMON CONSENT AGENDA

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

1. Approval of the March 21, 2023, work session minutes.
2. Approval of the March 28, 2023, city council minutes.
3. Approval of the authorization to release the Improvements Construction Guarantee in the amount of \$79,789.02 and issue a Notice of Acceptance for the American Fork Tower construction of public improvements located at 802 East 1050 South.
4. Approval of the authorization to release the Improvements Construction Guarantee and issue a Notice of Acceptance for the Goldfish Swim School construction of public improvements located at 348 South 500 East.
5. Approval of the authorization to release the Improvements Construction Guarantee and issue a Notice of Acceptance for the Savage Apartments Phase 2 (Parc on 5th) construction of public improvements located at 540 & 620 South 600 East.
6. Approval of the authorization to release the Improvements Durability Retainer of \$27,581.66 for Alvera at the Meadows, located at 700 West Pacific Drive.
7. Approval of the authorization to release the Improvements Durability Retainer of \$102,063.57 for Stonecreek Plat F, located at 370 West 870 South.
8. Approval of the authorization to release the Improvements Durability Retainer of \$80,277.00 for Stonecreek Plat G, located at 840 South 290 West.
9. Approval of a beer/alcoholic beverage license for Costa American Fork LLC, DBA La Costa, located at 852 East State Road.
10. Ratification of city payments (March 22, 2023, to April 4, 2023) and approval of purchase requests over \$50,000.

ACTION ITEMS

1. Review and action on a resolution approving a Land Use Map Amendment for property located at approximately 96 North 350 West, from the Residential High Density to the General Commercial Land Use designation.

2. Review and action on a resolution approving a Land Use Map Amendment for approximately 0.60 acres of land located at approximately 401 West Main Street, from Design Commercial to the General Commercial Land Use designation.
3. Review and action on an ordinance approving a Zone Change for approximately 0.60 acres of land located at approximately 401 West Main Street, from the R2-7500 Residential Zone to the Central Commercial (CC-2) Zone.
4. Review and action on a resolution to accept/deny the petition for annexation of the Deer Park-Thomson Annexation located at approximately 50 West 1100 South and consisting of 4.35 acres.
5. Review and action on subdivisions, commercial projects, condominiums, and PUD's including 1) plat approval; 2) method of satisfaction of water rights requirements; 3) posting of an improvement bond or setting of a time frame for improvement installation; and 4) authorization to sign the final plat and acceptance of all dedications to the public and to have the plat recorded.
 - a. Review and action on an ordinance approving a Site Plan for the Perfect Dress Project, located at 424 West Main Street, in the Central Commercial (CC-2) Zone.
 - b. Review and action on a final plat for Meadowbrook Plat A seeking approval of a final plat consisting of 14 lots, located in the area of 620 South 850 West, in the Transit Oriented Development Zone.
 - c. Review and action on a Final Plat for Meadowbrook Plat B, seeking approval of a final plat consisting of 46 lots, located in the area of 460 South 740 West, in the Transit Oriented Development Zone.
6. Review and action on approval of a Master Landscape Maintenance Agreement with UDOT.
7. Review and action on a Cooperative Agreement for Local Agency Performing Work for UDOT for the 700 North/740 North Connection road signal on 100 East.
8. Review and action on the award of the CDBG 10 300 West Waterline and Infrastructure Improvements Construction to Newman Construction, Inc.
9. Review and action on a Government Account Form and Letter of Agency Agreement with Granite Telecommunications, LLC., to provide EPIK Phone Services to replace the city's current analog phone services.
10. Review and action on a Government Account Form and Letter of Agency Agreement with Granite Telecommunications, LLC., to provide Mobility Cellular Phone Services.
11. Review and action on a resolution providing for the continuity of government pursuant to the provisions of the Emergency Interim Succession Act.
12. Review and action on a resolution approving an amendment to the General Fee Schedule to include a Candidate Filing fee.
13. Adjournment.

Dated this 6th day of April 2023.



Terilyn Lurker, City Recorder

- In accordance with the Americans with Disabilities Act, the City of American Fork will make reasonable accommodations to participate in the meeting. Requests for assistance can be made by contacting the City Recorder at 801-763-3000 at least 48 hours in advance of the meeting.
- The order of agenda items may be changed to accommodate the needs of the City Council, staff, and the public.



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
APRIL 11, 2023**

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 \$79,789.02 and issue a Notice of Acceptance for the American Fork Tower construction of public improvements located at 802 East 1050 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 Tower public improvements located at 802 East 1050 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

American Fork Tower Final bond release City Council 4-11-23 (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 Tower. The City 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: \$79,789.02

PASSED THIS 11 DAY OF APRIL 2023

City Representative, American Fork City

ATTEST:

Terilyn Lurker, City Recorder



BOND RELEASE REQUEST

Development Name: American Fork Tower

Development Address: 802 E 1050 S, American Fork, UT 84003

Partial Release

Final Release

10% Warranty Release

| Description of Item | Quantity | Units | Unit Price | Total | Inspector Use Only |
|---------------------|----------|-------|------------|-----------|---------------------|
| | | | | | Complete? Yes/No |
| Final Bond Release | 1 | 1 | | 79,789.02 | Y |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Total | | | | 79,789.02 | |

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

Please send check/bank letter to:

Name: Woodbury Corporation


Bank (if applicable): _____

Address: 2733 E Parleys Way Suite 300

City: Salt Lake City State: UT ZIP: 84109

Phone: 801-979-4700 Email: briant@woodburycorp.com

Signature:  Date: 03.07.2023

| Inspector Use Only | |
|---|----------------------|
| Inspector Signature: <u></u> | Date: <u>3/21/23</u> |

Beri Faught

3-27-23

Attachment: American Fork Tower Final bond release City Council 4-11-23 (Final Bond Release)



NOTICE OF COMPLETION AND REQUEST FOR RELEASE

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

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

Re: AF Tower Final - Permit # 22-0140

Dear Mayor:

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

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

Project: American Fork Tower

Address: 802 East 1050 South, American Fork, Utah

Requested Amount: \$86,977.22

Owner/Developer

03/09/2023

Date

Attachment: American Fork Tower Final bond release City Council 4-11-23 (Final Bond Release)



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
APRIL 11, 2023**

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 \$0.00 and issue a Notice of Acceptance for the Goldfish Swim School construction of public improvements located at 348 South 500 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 Goldfish Swim School public improvements located at 348 South 500 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

Goldfish Swim School-Final release City Council 4-11-23 (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 Goldfish Swim School. The City 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: \$0.00

PASSED THIS 11 DAY OF APRIL 2023

City Representative, American Fork City

ATTEST:

Terilyn Lurker, City Recorder



BOND RELEASE REQUEST

Development Name: Goldfish Swim School

Development Address: 348 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)

| Description of Item | Quantity | Units | Unit Price | Total | Inspector Use Only |
|---------------------|----------|-------|------------|--------|---------------------|
| | | | | | Complete? Yes/No |
| Final Bond release | | | | \$0.00 | Y |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Total | | | | \$0.00 | |

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

Please send check/bank letter to:

Name: Surety bond-No release

Bank (if applicable): _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Signature: _____ Date: _____

| | |
|---|----------------------|
| City Official Use Only | |
| <input checked="" type="checkbox"/> Fees paid and current | |
| Administrative Signature: <u><i>Dora Taught</i></u> | Date: <u>3-27-23</u> |
| Inspector Signature: <u><i>[Signature]</i></u> | Date: <u>3/27/23</u> |

Attachment: Goldfish Swim School-Final release City Council 4-11-23 (Final Bond Release)

Name of Development: Gold Fish Swim School

| Date | 4/11/2023 | Final Release |
|------|-----------|---------------|
| Date | | |
| Date | | |
| Date | | |
| Date | | |
| Date | | |
| Date | | |
| Date | | |
| Date | | |
| Date | | |

| Description of Item | Quantity | Unit | Unit Price | Total | Release #1 | Amount Requested | Release #2 | Amount Requested | Release #3 | Amount Requested | Release #4 | Amount Requested | Release #5 | Amount Requested | Release #6 | Amount Requested | Balance |
|---|----------|------|-------------|-------------|------------|------------------|------------|------------------|------------|------------------|------------|------------------|------------|------------------|------------|------------------|---------|
| SITE PREPARATION | | | | | | | | | | | | | | | | | |
| Mobilization | 1 | LS | \$10,000.00 | \$10,000.00 | 1 | \$10,000.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| Concrete Washout Area | 1 | Each | \$500.00 | \$500.00 | 1 | \$500.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| Storm Drain Inlet Protection | 1 | Each | \$250.00 | \$250.00 | 1 | \$250.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| Portable Toilet | 1 | Each | \$300.00 | \$300.00 | 1 | \$300.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| SWPPP Board | 1 | Each | \$100.00 | \$100.00 | 1 | \$100.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| Vehicle Tracking Control | 1 | LS | \$600.00 | \$600.00 | 1 | \$600.00 | | \$0.00 | | \$0.00 | | \$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 | | | | | | | | | | | | | | | | | |
| Valves, Tees & Elbows | 16 | Each | \$600.00 | \$9,600.00 | 16 | \$9,600.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| 8" PVC Water Main | 591 | LF | \$50.00 | \$29,550.00 | 591 | \$29,550.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| Water Meters | 1 | Each | \$800.00 | \$800.00 | 1 | \$800.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| Water Plug | 1 | Each | \$600.00 | \$600.00 | 1 | \$600.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| Fire Hydrants | 1 | Each | \$5,000.00 | \$5,000.00 | 1 | \$5,000.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| Testing, Cleaning, Inspections | 1 | Each | \$2,000.00 | \$2,000.00 | 1 | \$2,000.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| | | | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| PRESSURIZED IRRIGATION | | | | | | | | | | | | | | | | | |
| Secondary water Lat | 1 | Each | \$600.00 | \$600.00 | 1 | \$600.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| Trapping Tee and Valve | 1 | Each | \$2,500.00 | \$2,500.00 | 1 | \$2,500.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| Testing, Cleaning, Inspections | 1 | Each | \$2,000.00 | \$2,000.00 | 1 | \$2,000.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| Secondary Meter | 1 | Each | \$1,000.00 | \$1,000.00 | 1 | \$1,000.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| STREETS | | | | | | | | | | | | | | | | | |
| Curb and Gutter | 66 | LF | \$15.00 | \$990.00 | 66 | \$990.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| Sidewalk Only | 855 | SF | \$8.00 | \$6,840.00 | 855 | \$6,840.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| Concrete Approach | 1 | Each | \$2,300.00 | \$2,300.00 | 1 | \$2,300.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| Asphalt Patch | 1 | Each | \$5,000.00 | \$5,000.00 | 1 | \$5,000.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| | | | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| Improvement Completion Assurance | | | | | | | | | | | | | | | | | |
| | | | | \$78,820.00 | | \$78,820.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| Improvement Warranty | | | | | | | | | | | | | | | | | |
| | | | | \$7,882.00 | | \$7,882.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| TOTAL | | | | | | | | | | | | | | | | | |
| | | | | \$86,702.00 | | \$86,702.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |

Available for Release \$0.00
\$7,882.00 Durability Period

| | | |
|---|-------------|------|
| 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 \$86,702.00



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
APRIL 11, 2023**

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 \$0.00 and issue a Notice of Acceptance for the Savage Apartments Phase 2 (Parc on 5th) construction of public improvements located at 540 & 620 South 600 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 Savage Apartments Phase 2 (Parc on 5th) public improvements located at 540 & 620 South 600 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

Savage Apartments Phase 2 (Parc on 5th) final bond release-City Council 4-11-23 (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 Savage Apartments Phase 2 (Parc on 5th). The City 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: \$0.00

PASSED THIS 11 DAY OF APRIL 2023

City Representative, American Fork City

ATTEST:

Terilyn Lurker, City Recorder



BOND RELEASE REQUEST

Development Name: Savage Apartments Phase 2 (Parc on 5th)

Development Address: 540 & 620 South 600 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)

| Description of Item | Quantity | Units | Unit Price | Total | Inspector Use Only |
|---------------------|----------|-------|------------|---------------|--------------------|
| | | | | | Complete? |
| | | | | | Yes/No |
| Final Release | | | | \$0.00 | Y |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Total | | | | \$0.00 | |

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

Please send check/bank letter to:

Name: Surety Bond- No release

Bank (if applicable): _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Signature: _____ Date: _____

| | |
|---|----------------------|
| City Official Use Only | |
| <input checked="" type="checkbox"/> Fees paid and current | |
| Administrative Signature: <u><i>[Signature]</i></u> | Date: <u>3-27-23</u> |
| Inspector Signature: <u><i>[Signature]</i></u> | Date: <u>3/27/23</u> |

Attachment: Savage Apartments Phase 2 (Parc on 5th) final bond release-City Council 4-11-23 (Final Bond Release)



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
APRIL 11, 2023**

Department Public Works Director Approval Susan GoebelCanning

AGENDA ITEM Consideration regarding authorization to release the Improvements Durability Retainer of \$27,581.66 for Alvera at the Meadows, located at 700 West Pacific Drive.

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 \$27,581.66 for Alvera at the Meadows. 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

Alvera at the Meadows-Warranty release City Council 4-11-23 (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 Alvera at the Meadows at the 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: \$27,581.66

PASSED THIS 11 DAY OF APRIL 2023

City Representative, American Fork City

ATTEST:

Terilyn Lurker, City Recorder



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
APRIL 11, 2023**

Department Public Works Director Approval Susan GoebelCanning

AGENDA ITEM Consideration regarding authorization to release the Improvements Durability Retainer of \$102,063.57 for Stonecreek Plat F, located at 370 West 870 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 \$102,063.57 for Stonecreek Plat F. 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

Stonecreek Plat F Durability release City Council 4-11-23 (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 STONECREEK PLAT F 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: \$102,063.57

PASSED THIS 11 DAY OF APRIL 2023

City Representative, American Fork City

ATTEST:

Terilyn Lurker, City Recorder



BOND RELEASE REQUEST

Development Name: Stonecreek Plat F

Development Address: 850 S 370 W American Fork, Ut

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

Partial Improvement Assurance Release

Final Improvement Assurance Release

Improvement Warranty Release (10% Durability Release)

| Description of Item | Quantity | Units | Unit Price | Total | Inspector Use Only |
|---------------------|----------|-------|------------|---------------------|---------------------|
| | | | | | Complete? Yes/No |
| Stonecreek Plat F | 1 | 1 | | \$102,063.57 | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Total | | | | \$102,063.57 | |

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

Please send check/bank letter to:

Name: Woodside Homes

Bank (if applicable): _____

Address: 460 West 50 North Suite 300

City: Salt Lake City State: UTAH Zip: 84101

Phone: 385-256-6397 Email: hunter.horsley@woodsidehomes.com

Signature: Date: 3/29/2023

| City Official Use Only | |
|---|----------------------|
| <input checked="" type="checkbox"/> Fees paid and current | |
| Administrative Signature: <u></u> | Date: <u>3-29-23</u> |
| Inspector Signature: <u></u> | Date: <u>3/29/23</u> |

Attachment: Stonecreek Plat F Durability release City Council 4-11-23 (Durability Release)

Name of Development: Stonecreek Plat F

| Date | Date | Date | Date | Date | Date | Date |
|------------|------|------|------|------|------|------|
| 11/29/2021 | | | | | | |

| Description of Item | Quantity | Unit | Unit Price | Total | Release #1 | Amount Requested | Release #2 | Amount Requested | Release #3 | Amount Requested | Release #4 | Amount Requested | Release #5 | Amount Requested | Release #6 | Amount Requested | Balance |
|---|----------|------|------------|--------------|------------|------------------|------------|------------------|------------|------------------|------------|------------------|------------|------------------|------------|------------------|-------------|
| SITE PREPARATION | | | | | | | | | | | | | | | | | |
| Mobilization | 1 | LS | \$5,000.00 | \$5,000.00 | 1 | \$5,000.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| Demolition | 1 | LS | \$5,000.00 | \$5,000.00 | 1 | \$5,000.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| Strip 6" of topsoil and spread on lots | 2120 | CY | \$2.50 | \$5,322.50 | 2120 | \$5,322.50 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| SWPPP | | | | | | | | | | | | | | | | | |
| Concrete Washout Area | 1 | Each | \$200.00 | \$200.00 | 1 | \$200.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| Storm Drain Inlet Protection | 4 | Each | \$150.00 | \$600.00 | 4 | \$600.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| Portable Toilet | 1 | Each | \$130.00 | \$130.00 | 1 | \$130.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| SWPPP Board | 1 | Each | \$150.00 | \$150.00 | 1 | \$150.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| Vehicle Tracking Control | 2 | LS | \$500.00 | \$1,000.00 | 2 | \$1,000.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| Notice Of Intent | 1 | Each | \$100.00 | \$100.00 | 1 | \$100.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| Notice Of Termination | 1 | Each | \$100.00 | \$100.00 | 1 | \$100.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| EARTHWORK | | | | | | | | | | | | | | | | | |
| Grade Trench Spoils | 7800 | CY | \$2.08 | \$16,224.00 | 7800 | \$16,224.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| Select Imported Backfill for Road/Curb | 7585 | Ton | \$7.70 | \$58,404.50 | 7585 | \$58,404.50 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| Excavation (Left on Site) | 1308 | CY | \$4.00 | \$5,232.00 | 1308 | \$5,232.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| GROUNDWATER | | | | | | | | | | | | | | | | | |
| Dewatering / Shallow Well Points | 442 | LF | \$2.98 | \$1,317.16 | 442 | \$1,317.16 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| SEWER | | | | | | | | | | | | | | | | | |
| 8" PVC Sewer Line | 442 | LF | \$28.00 | \$12,376.00 | 442 | \$12,376.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| 4' Sewer Manhole Precast | 1 | Each | \$2,800.00 | \$2,800.00 | 1 | \$2,800.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| 5' Sewer Manhole Precast | 1 | Each | \$3,250.00 | \$3,250.00 | 1 | \$3,250.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| Sanitary Sewer Lateral Connection | 42 | Each | \$900.00 | \$37,800.00 | 42 | \$37,800.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| 30" Sewer Manhole Frame and Cover | 2 | Each | \$250.00 | \$500.00 | 2 | \$500.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| Cover Collar for Sewer Manhole Lids | 2 | Each | \$480.00 | \$920.00 | 2 | \$920.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| Connect to Existing | 2 | Each | \$2,000.00 | \$4,000.00 | 2 | \$4,000.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| CULINARY WATER | | | | | | | | | | | | | | | | | |
| 8" DI Culinary Water | 2575 | LF | \$35.00 | \$90,125.00 | 2575 | \$90,125.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| 8" Gate Valve | 15 | Each | \$1,100.00 | \$16,500.00 | 15 | \$16,500.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| 8" Water MJ Fittings | 10 | Each | \$413.00 | \$4,130.00 | 10 | \$4,130.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| Connect to Existing Water | 2 | Each | \$3,200.00 | \$6,400.00 | 2 | \$6,400.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| Fire Hydrant Assembly | 4 | Each | \$4,200.00 | \$16,800.00 | 4 | \$16,800.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| 1" Water Service Lateral | 42 | Each | \$1,250.00 | \$52,500.00 | 42 | \$52,500.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$37,500.00 |
| 2" Blowoff | 3 | Each | \$1,600.00 | \$4,800.00 | 3 | \$4,800.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| Cover Collar for Water Valve Boxes | 19 | Each | \$200.00 | \$3,800.00 | 19 | \$3,800.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| PRESSURIZED IRRIGATION | | | | | | | | | | | | | | | | | |
| 8" PVC Pipe | 2575 | LF | \$23.00 | \$59,225.00 | 2575 | \$59,225.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| 8" Gate Valve | 15 | Each | \$1,400.00 | \$21,000.00 | 15 | \$21,000.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| 8" Water MJ Fittings | 9 | Each | \$500.00 | \$4,500.00 | 9 | \$4,500.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| 2" Blowoff Pressurized Irrigation | 3 | Each | \$1,300.00 | \$3,900.00 | 3 | \$3,900.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| 1" Irrigation Service | 45 | Each | \$1,100.00 | \$49,500.00 | 45 | \$49,500.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| PI Drain | 2 | Each | \$2,019.00 | \$4,038.00 | 2 | \$4,038.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| Connect to Existing PI | 2 | Each | \$2,800.00 | \$5,600.00 | 2 | \$5,600.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| Cover Collar for Water Valve Boxes | 15 | Each | \$340.00 | \$5,100.00 | 15 | \$5,100.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| STREETS | | | | | | | | | | | | | | | | | |
| Asphalt 3" - Standard Road | 72500 | SF | \$1.40 | \$101,826.00 | 72500 | \$101,826.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| Roadbase 8" Hauled, Placed & Compacted | 72500 | SF | \$0.65 | \$47,183.50 | 72500 | \$47,183.50 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| Sub Base 12" Hauled, Placed & Compacted | 84980 | SF | \$1.36 | \$115,572.80 | 84980 | \$115,572.80 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| 24" Curb & Gutter (4" untreated base course included) | 4134 | LF | \$15.00 | \$62,010.00 | 4134 | \$62,010.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| Sidewalk 4" Thick (4" untreated base course included) | 15075 | SF | \$4.00 | \$60,300.00 | 15075 | \$60,300.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| Saw Cutting | 105 | LF | \$131.25 | \$13,781.25 | 105 | \$13,781.25 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| ADA Ramp (6" concrete 6" base course included) | 10 | Each | \$1,500.00 | \$15,000.00 | 10 | \$15,000.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| Curb Tie In | 8 | Each | \$1,920.00 | \$15,360.00 | 8 | \$15,360.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| STORM DRAINAGE | | | | | | | | | | | | | | | | | |
| 18" RCP Storm Drain | 808 | LF | \$43.00 | \$34,744.00 | 808 | \$34,744.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| 15" RCP Storm Drain | 160 | LF | \$36.00 | \$5,760.00 | 160 | \$5,760.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| Double Curb Inlet 2' x 3' x 4" | 4 | Each | \$3,000.00 | \$12,000.00 | 4 | \$12,000.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| Storm Drain Connection | 2 | Each | \$1,400.00 | \$2,800.00 | 2 | \$2,800.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| Storm Drain Manhole 5' | 4 | Each | \$2,900.00 | \$11,600.00 | 4 | \$11,600.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| Flared End With Rip Rap | 1 | Each | \$2,229.00 | \$2,229.00 | 1 | \$2,229.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| Concrete Collar | 4 | Each | \$460.00 | \$1,840.00 | 4 | \$1,840.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| CONSTRUCTION MANAGEMENT/MISC. | | | | | | | | | | | | | | | | | |
| As Builts Mylar & Disks | 1 | Each | \$1,000.00 | \$1,000.00 | 1 | \$1,000.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| Construction Staking | 1 | LS | \$2,500.00 | \$2,500.00 | 1 | \$2,500.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| Testing, Cleaning, Inspections | 1 | LS | \$2,500.00 | \$2,500.00 | 1 | \$2,500.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| Street Sign | 5 | Each | \$225.00 | \$1,125.00 | 5 | \$1,125.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| Traffic Sign | 5 | Each | \$300.00 | \$1,500.00 | 5 | \$1,500.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| Subdivision Monument | 2 | Each | \$450.00 | \$900.00 | 2 | \$900.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| CBU Mailbox | 1 | Each | \$1,250.00 | \$1,250.00 | 1 | \$1,250.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| LANDSCAPING 10-2315-000 | | | | | | | | | | | | | | | | | |
| Street Trees | 90 | Each | \$300.00 | \$27,000.00 | 90 | \$27,000.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |

| | | | | | | | | | | | | | | | | | | |
|----------------------------------|----------------|----------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------------------------------|
| Improvement Completion Assurance | \$1,020,835.71 | \$1,122,699.28 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | Available for Release |
| Improvement Warranty | \$102,083.57 | | | | | | | | | | | | | | | | | \$102,083.57 Durability Period |

TOTAL BOND \$1,122,699.28 Released 11/23/21, brought in a durability bond.

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

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

Total Fees \$0.00

Total Bond & Fees \$1,122,699.28

Attachment: Stonecreek Plat F Durability release City Council 4-11-23 (Durability Release)



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
APRIL 11, 2023**

Department Public Works Director Approval Susan GoebelCanning

AGENDA ITEM Consideration regarding authorization to release the Improvements Durability Retainer of \$80,277.00 for Stonecreek Plat G, located at 840 South 290 West.

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

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

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

SUGGESTED MOTION Move to authorize the City Engineer to issue documents and/or payments to release the Improvements Durability Retainer of \$80,277.00 for Stonecreek Plat G. 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

Stonecreek Plat G Warranty release-City Council 4-11-23 (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 STONECREEK PLAT G 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: \$80,277.00

PASSED THIS 11 DAY OF APRIL 2023

City Representative, American Fork City

ATTEST:

Terilyn Lurker, City Recorder



BOND RELEASE REQUEST

Development Name: Stonecreek Plat G

Development Address: 840 S 290 W American Fork UT.

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

Partial Improvement Assurance Release

Final Improvement Assurance Release

Improvement Warranty Release (10% Durability Release)

| Description of Item | Quantity | Units | Unit Price | Total | Inspector Use Only |
|---------------------|----------|-------|------------|--------------------|---------------------|
| | | | | | Complete? Yes/No |
| Stonecreek Plat G | 1 | 1 | | \$80,277.00 | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Total | | | | \$80,277.00 | |

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

Please send check/bank letter to:

Name: Woodside Homes

Bank (if applicable): _____

Address: 460 West 50 North Suite 300

City: Salt Lake City State: Utah Zip: 84101

Phone: 385-256-6397 Email: hunter.horsley@woodsidehomes.com

Signature: Date: 3/29/2023

| | |
|---|----------------------|
| City Official Use Only | |
| <input checked="" type="checkbox"/> Fees paid and current | |
| Administrative Signature: <u></u> | Date: <u>3-29-23</u> |
| Inspector Signature: <u></u> | Date: <u>3/29/23</u> |

Attachment: Stonecreek Plat G Warranty release-City Council 4-11-23 (Durability Release)

Name of Development: Stonecreek Plat G

| Date | Date | Date | Date | Date | Date |
|------------|------|------|------|------|------|
| 10/28/2021 | | | | | |

| Comments | Description of Item | Quantity | Unit | Unit Price | Total | Constructed Before Bond | Amount Subtracted | 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 | \$5,000.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| | Demolition | 1 | LS | \$5,000.00 | \$5,000.00 | 1 | \$5,000.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| | Strip 6" of topsoil and spread on lots | 1175 | OY | \$2.50 | \$2,937.50 | 1175 | \$2,937.50 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| | Remove Irrigation Pipe | 588 | LF | \$7.25 | \$4,263.00 | 588 | \$4,263.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| SWPPP | | | | | | | | | | | | | | | | | | |
| | Concrete Washout Area | 1 | Each | \$200.00 | \$200.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$200.00 |
| | Storm Drain Inlet Protection | 2 | Each | \$150.00 | \$300.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$300.00 |
| | Portable Toilet | 1 | Each | \$130.00 | \$130.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$130.00 |
| | SWPPP Board | 1 | Each | \$150.00 | \$150.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$150.00 |
| | Vehicle Tracking Control | 1 | LS | \$1,500.00 | \$1,500.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$1,500.00 |
| | Notice Of Intent | 1 | Each | \$100.00 | \$100.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$100.00 |
| | Notice Of Termination | 1 | Each | \$100.00 | \$100.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$100.00 |
| EARTHWORK | | | | | | | | | | | | | | | | | | |
| | Grade Trench Spoils | 4111 | CY | \$2.08 | \$8,550.88 | 4111 | \$8,550.88 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| | Select Imported Backfill for Road/Curb | 2715 | Ton | \$7.70 | \$20,905.50 | 2715 | \$20,905.50 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| | Excavation (left on site) | 1263 | CY | \$4.00 | \$5,052.00 | 1263 | \$5,052.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| GROUNDWATER | | | | | | | | | | | | | | | | | | |
| | Dewatering / Shallow Well Points | 1301 | LF | \$2.98 | \$3,876.98 | 1301 | \$3,876.98 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| SEWER | | | | | | | | | | | | | | | | | | |
| | 8" PVC Sewer Line | 1301 | LF | \$28.00 | \$36,428.00 | 1301 | \$36,428.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| | 4" Sewer Manhole Precast | 4 | Each | \$3,200.00 | \$12,800.00 | 4 | \$12,800.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| | 5" Sewer Manhole Precast | 1 | Each | \$3,600.00 | \$3,600.00 | 1 | \$3,600.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| | Sanitary Sewer Lateral Connection | 32 | Each | \$1,325.00 | \$42,400.00 | 32 | \$42,400.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| | 30" Sewer Manhole Frame and Cover | 5 | Each | \$250.00 | \$1,250.00 | 5 | \$1,250.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| | Cover Collar for Sewer Manhole Lids | 6 | Each | \$460.00 | \$2,760.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$2,760.00 |
| | Connect to Existing | 3 | Each | \$2,000.00 | \$6,000.00 | 3 | \$6,000.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| | TV Inspection | 1 | LS | \$232.00 | \$232.00 | 1 | \$232.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| | Air Testing | 1 | LS | \$500.00 | \$500.00 | 1 | \$500.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| | Import Trench Backfill | 6047 | Ton | \$7.70 | \$46,561.90 | 6047 | \$46,561.90 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| CULINARY WATER | | | | | | | | | | | | | | | | | | |
| | 8" PVC Culinary Water | 1575 | LF | \$25.50 | \$40,162.50 | 1575 | \$40,162.50 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| | 8" Gate Valve | 7 | Each | \$1,100.00 | \$7,700.00 | 7 | \$7,700.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| | 8" Water MJ Fittings | 4 | Each | \$1,300.00 | \$5,200.00 | 4 | \$5,200.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| | Connect to Existing Water | 3 | Each | \$900.00 | \$2,700.00 | 3 | \$2,700.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| | Fire Hydrant Assembly | 4 | Each | \$5,700.00 | \$22,800.00 | 4 | \$22,800.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| | 1" Water Service Lateral | 32 | Each | \$1,250.00 | \$40,000.00 | 32 | \$40,000.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| | 2" Blowoff | 2 | Each | \$1,600.00 | \$3,200.00 | 2 | \$3,200.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| | Cover Collar for Water Valve Boxes | 9 | Each | \$200.00 | \$1,800.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$1,800.00 |
| | Import Trench Backfill | 990 | Ton | \$7.70 | \$7,623.00 | 990 | \$7,623.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| PRESSURIZED IRRIGATION | | | | | | | | | | | | | | | | | | |
| | 8" PVC Pipe | 1559 | LF | \$24.35 | \$37,965.24 | 1559 | \$37,965.24 | | \$0.00 | | \$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 | \$0.00 |
| | 8" Water MJ Fittings | 4 | Each | \$1,300.00 | \$5,200.00 | 4 | \$5,200.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| | 2" Blowoff Pressurized Irrigation | 2 | Each | \$1,300.00 | \$2,600.00 | 2 | \$2,600.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| | 1" Irrigation Service | 32 | Each | \$1,100.00 | \$35,200.00 | 32 | \$35,200.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| | Connect to Existing PI | 3 | Each | \$900.00 | \$2,700.00 | 3 | \$2,700.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| | Cover Collar for Water Valve Boxes | 7 | Each | \$340.00 | \$2,380.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$2,380.00 |
| | Import Trench Backfill | 398 | Ton | \$7.70 | \$3,064.60 | 398 | \$3,064.60 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| STREETS | | | | | | | | | | | | | | | | | | |
| | Asphalt 3" - Standard Road | 49457 | SF | \$1.40 | \$69,239.80 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$69,239.80 |
| | Roadbase 8" Hauled, Placed & Compacted | 49457 | SF | \$0.91 | \$45,005.87 | 49457 | \$45,005.87 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| | Sub Base 12" Hauled, Placed & Compacted | 57755 | SF | \$1.36 | \$78,546.80 | 57755 | \$78,546.80 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| | 24" Curb & Gutter (4" untreated base course included) | 2766 | LF | \$17.75 | \$49,096.50 | 2766 | \$49,096.50 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| | Sidewalk 4" Thick (4" untreated base course included) | 15653 | SF | \$4.00 | \$62,612.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$62,612.00 |
| | Saw Cutting | 200 | LF | \$1.25 | \$250.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$250.00 |
| | ADA Ramp (6" concrete 6" base course included) | 11 | Each | \$1,150.00 | \$12,650.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$12,650.00 |
| | Curb Tie In | 2 | Each | \$240.00 | \$480.00 | 2 | \$480.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| STORM DRAINAGE | | | | | | | | | | | | | | | | | | |
| | 15" RCP Storm Drain | 202 | LF | \$36.00 | \$7,272.00 | 202 | \$7,272.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| | Curb Inlet 2' x 3' x 4' | 2 | Each | \$1,800.00 | \$3,600.00 | 2 | \$3,600.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| | Storm Drain Connection | 1 | Each | \$1,400.00 | \$1,400.00 | 1 | \$1,400.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| | Storm Drain Manhole 5' | 1 | Each | \$3,200.00 | \$3,200.00 | 1 | \$3,200.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| | Concrete Collar | 1 | Each | \$460.00 | \$460.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$460.00 |
| | TV Inspection | 202 | LF | \$1.15 | \$232.30 | 202 | \$232.30 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| | Air Testing | 1 | LS | \$500.00 | \$500.00 | 1 | \$500.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| | Import Trench Backfill | 30 | Ton | \$7.70 | \$231.00 | 30 | \$231.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |
| CONSTRUCTION MANAGEMENT/MISC. | | | | | | | | | | | | | | | | | | |
| | As Builts Mylar & Disks | 1 | Each | \$1,000.00 | \$1,000.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$1,000.00 |
| | Construction Staking | 1 | LS | \$2,500.00 | \$2,500.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$2,500.00 |
| | Testing, Cleaning, Inspections | 1 | LS | \$2,500.00 | \$2,500.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$2,500.00 |
| | Street Sign/Traffic Sign | 4 | Each | \$550.00 | \$2,200.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$2,200.00 |
| | Subdivision Monument | 1 | Each | \$450.00 | \$450.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$450.00 |
| | CBU Mailbox | 1 | Each | \$1,250.00 | \$1,250.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$1,250.00 |
| LANDSCAPING 10-2315-000 | | | | | | | | | | | | | | | | | | |
| | Street Trees | 58 | Each | \$300.00 | \$17,400.00 | 58 | \$17,400.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |

| | | | | | | | | | | |
|----------------------------------|---------------------|-----------------------|---------------------|------------------|--------|--------|--------|--------|--------|-------------------------------|
| Improvement Completion Assurance | \$802,769.37 | | \$638,237.57 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | Available for Release |
| Improvement Warranty | \$90,276.94 | | | | | | | | | \$80,276.94 Durability Period |
| TOTAL | \$883,046.30 | ADJUSTED TOTAL | \$244,808.74 | RELEASED 2/22/22 | | | | | | |

| | | | | | |
|------------------------------|---------------|---|------|------------|---------------------|
| Street Lights | Street Lights | 4 | Each | \$5,000.00 | \$20,000.00 |
| Total Fees | | | | | \$20,000.00 |
| Total Bond & Fees | | | | | \$903,046.30 |



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
APRIL 11, 2023**

Department Recorder Director Approval Terilyn Lurker

AGENDA ITEM Approval of a beer/alcoholic beverage license for Costa American Fork LLC, DBA La Costa, at 852 East State Street.

SUMMARY RECOMMENDATION

Staff would recommend approval.

BACKGROUND

La Costa is under new ownership and now needs approval of a beer/alcoholic beverage license.

BUDGET IMPACT

\$300 application fee

SUGGESTED MOTION

Move to approve the beer/alcoholic beverage license for La Costa at 852 East State Road.

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

SUPPORTING DOCUMENTS

Beer Alcoholic Beverage License - La Costa (PDF)

American Fork

Costa American Fork LLC

03/13/2023 - 12/30/2023

9835622

Commercial Business License Application

8ec41060-c1c7-11ed-a38c-f7be6c088e73

General

Active

Under Review

Application Review Status

| | | |
|--|--------------|------------|
| Pre-Review | Approved | |
| Fire Department | Not Reviewed | 03/13/2023 |
| Zoning Department | Approved | |
| Building Department | Not Reviewed | |
| TSSD | Approved | |
| <i>Facility already has permit through TSSD and no further contact is needed at this time.</i> | | |
| Final-Review | Not Reviewed | |

Fees

Payments

There are no payments

Subtotal \$300.00

Amount Paid \$0.00

Application Form Data

(Empty fields are not included)

Business Name

Costa American Fork LLC

DBA

Lacosta Mexican Restaurant

Is this a Nonprofit?

No

Attachment: Beer Alcoholic Beverage License - La Costa (La Costa - Beer/Alcoholic Beverage License)

Is your business currently open and operating in American Fork City?

Yes

Is your business an Insurance Company?

No

Local Business Phone

(801) 492-0049

Corporate Business Phone

(385) 497-0649

Website

www.lacostaaf.com

Business Email

Business Activity

Restaurant/Bakery

Applicant First Name

Andres

Applicant Last Name

Torres Silva

Phone Number

Email Address

Reason For Application

New Application

Business Address (Street)

852 e state street

City

american fork

State

UT

Zip

84003

Mailing Address Attn

Andres

Attachment: Beer Alcoholic Beverage License - La Costa (La Costa - Beer/Alcoholic Beverage License)

Mailing Address (Street)

852 e state street

City

american fork

State

UT

Zip

84003

Ownership Type

LLC

State Sales Tax No. *(Required if you are selling anything)

Federal EIN

Business/Entity Registration No.

13179481-0160

Employer Withholding No.

Short description of your business (This will print on your license)

Mexican Restaurant

Provide a FULL DETAILED description of your business in detail

Mexican restaurant

Food Establishment

I HAVE SCHEDULED AN INSPECTION WITH THE AMERICAN FORK CITY FIRE DEPARTMENT ***(Please note this is a business license inspection it is different than any other fire inspection) IT IS EXTREMELY IMPORTANT TO GET THIS SCHEDULED**

No

I acknowledge and understand that I need to schedule fire inspection by emailing fireinspections@americanfork.gov.

Yes

I HAVE COMPLETED A BUILDING INSPECTION FOR THIS BUSINESS?

No

After completing this application, PLEASE CALL PUBLIC WORKS AND ASK FOR THE BUILDING DEPT AT 801-763-3050 TO SCHEDULE AN INSPECTION. IF THIS IS NOT COMPLETED IT WILL DELAY THE APPROVAL PROCESS FOR YOUR BUSINESS LICENSE. Check the box below to acknowledge understanding of scheduling the inspection.

Attachment: Beer Alcoholic Beverage License - La Costa (La Costa - Beer/Alcoholic Beverage License)

Yes

| Name | Title | Contact Name | Phone Number | Email Address | Home Address | Drivers License Number |
|---------------------|---------|--------------|--------------|---------------|--------------|------------------------|
| Andres Torres Silva | Partner | Andres | | | | |

Please upload a Pretreatment Survey for Timpanogos Special Services District

 BUSINESS LICENSE (1).pdf

Signature

I/we hereby agree to conduct said business strictly in accordance with all American Fork City codes governing such business, and swear under penalty of law that the information contained herein is true and correct. I/we also understand that to falsify any information on this application is grounds for denial and/or revocation of this license and other penalties as provided by law. No business license shall be transferred from one person to another, nor from one location to another.

Andres Torres - 03/13/2023 11:50 am

Attachment: Beer Alcoholic Beverage License - La Costa (La Costa - Beer/Alcoholic Beverage License)

Messages

Please email the fire department at fireinspection@americanfork.gov to schedule your fire inspection. New ownership requires a new inspection. Thanks

Attachment: Beer Alcoholic Beverage License - La Costa (La Costa - Beer/Alcoholic Beverage License)

Attachment: Beer Alcoholic Beverage License - La Costa (La Costa - Beer/Alcoholic Beverage License)



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
APRIL 11, 2023**

Department Planning Director Approval Patrick O'Brien

AGENDA ITEM Review and action on an resolution approving a Land Use Map Amendment for property located at approximately 96 North 350 West, from the Residential High Density to the General Commercial Land Use designation.

SUMMARY RECOMMENDATION The Planning Commission recommended approval at the March 22, 2023, Planning Commission Meeting.

BACKGROUND The applicant is applying for a Land Use Map Amendment for property located at approximately 96 N 350 W, from Residential High Density to General Commercial land use designation. All parcels consist of 0.77 acres.

The subject property was previously on the regularly scheduled Planning Commission meeting on February 8, 2023, and received a positive recommendation to the City Council for the CC-2 Zoning designation. On February 28, 2023 the same application was before the City Council and passed with the condition that the Land Use Designation would need to be changed for the Zone Change to be finalized.

BUDGET IMPACT N/A

SUGGESTED MOTION Move to adopt the resolution approving the Land Use Map Amendment from Residential High Density to General Commercial, for the properties located in the area of 96 N 350 W.

SUPPORTING DOCUMENTS

(2023.03.16) 350 W Land Use Amendment Document (PDF)
AbeProperty 03.22.2023 Unapproved PC Minutes (PDF)
ABE Properties - LUMA Resolution (DOCX)



PLANNING & ZONING REVIEWED
TVANEKELENBURG
3/6/23

**LAND USE MAP AMENDMENT APPLICATION
01 MAR 2023
PROPERTY LOCATED ON 350 WEST
OWNED BY ABE PROPERTIES**

JUSTIFICATION FOR CHANGE AND CHANGING CONDITIONS.

1. LAND USE MAP NEEDS TO MATCH PROPOSED ZONE CHANGE.
2. ZONE CHANGE REQUESTED BY OWNER FOR FOUR SMALL PARCELS TO BE USED FOR OFFICE BUILDING AND MORE PARKING FOR THEATER.
3. EXISTING BUILDING ON SITE IS CURRENTLY A THEATER/SPECIALTY SCHOOL. THIS CHANGE WILL BRING THE BUILDING USE INTO COMPLIANCE.
4. CITY COUNCIL REQUESTED THAT THIS APPLICATION ACCOMPANY THE ZONE CHANGE APPLICATION.
5. MORE CC-2 ZONE IS NEEDED TO ACCOMMODATE NUMEROUS SMALL BUSINESSES THAT ARE ANTICIPATED.
6. APPLICANT OWNS 4 SMALL PARCELS TO BE COMBINED FOR ONE SITE PLAN.



UNAPPROVED MINUTES
03.22.2023

| | |
|---------------------------|----------------|
| Chris Christiansen | AYE |
| Rodney Martin | AYE |
| David Bird | AYE |
| Harold Dudley | AYE |
| Jenny Peay | Abstain |

PUBLIC HEARINGS

- 1. Public hearing and recommendation on a proposed Land Use Map Amendment at approximately 96 North 350 West, on approximately 0.77 acres; changing the Land Use Map from Residential High Density to the General Commercial Land Use designation.**

Cody Opperman reviewed the background information for public hearing item number 1: The applicant is applying for a Land Use Map Amendment for property located at approximately 96 N 350 W, from Residential High Density to General Commercial land use designation. All parcels consist of 0.77 acres.

The subject property was previously on the regularly scheduled Planning Commission meeting on February 8, 2023, and received a positive recommendation to the City Council for the CC-2 Zoning designation. On February 28, 2023 the same application was before the City Council and passed with the condition that the Land Use Designation would need to be changed for the Zone Change to be finalized.

Mr. Frandsen entered the meeting.

Chairwomen Anderson asked if the commissioners had any questions for Planning on this item.

UNAPPROVED MINUTES

03.22.2023

Mr. Bird asked for clarification as to whether the zone would only be changing for the specific piece of land shown on the map, or if they would be expanding the rezoning to a larger area. Mr. O'Brien confirmed the zone would only change for the area highlighted on the map presented, as the zone change was approved with the condition of the land use amendment being changed to general commercial.

Ms. Peay asked if this was considered spot zoning. Mr. Opperman agreed that it would still be considered spot zoning, even though it is attached by the roadway.

Chairwomen Anderson reiterated her concerns from the last discussion on this item, as this property is only being connected by a public road, which causes the property to become an island. She stated she would feel more comfortable if the land use change was for a wider range of property. Mr. Martin shared that he has done additional studies on this matter and believes the next step would be to revise the city's general plan, and consider blocking out areas of the city for changes in land use. This should include the area's that will most likely be used for development in the near future. While he doesn't like making these changes piece by piece, He believes this property change will not be an issue for very long. He also acknowledged that the land use amendment should have come before the zone change request, but he does not have a problem with approving this change.

Mr. Bird agreed that there has been much discussion about expanding the commercial zones throughout the city and he doesn't believe the city should keep the people who are ready to develop this property at bay. Mr. Martin pointed out that this property has been used for commercial use for years prior to this request, while Mr. Christensen noted the lack of approval for that use, which means there are no rights, as well as the property being in a residentially zoned area when purchased by the current owners.

Public Hearing Opened

Mr. Steve Sowby introduced himself as the engineer for the owner of this property and spoke to his diligence in doing everything correctly to the best of his knowledge, in requesting this land use amendment. After paying the required fees and going before the commission and the council in good faith, he reminded the commission, he can only request annexation on the property that is owned by his client and would appreciate the commission's approval of this request.

UNAPPROVED MINUTES
03.22.2023

Public Hearing Closed

Harold Dudley Motioned to recommend approval of the Land Use Map Amendment from Residential High Density to General Commercial, for the properties located in the area of 96 N 350 W, subject to any findings, conditions, and modifications found in the Staff Report, or recommended by the Fire Marshal

David Bird seconded the motion. Voting was as follows:

| | |
|---------------------------|------------|
| Christine Anderson | NAY |
| Chris Christiansen | NAY |
| Rodney Martin | AYE |
| David Bird | AYE |
| Harold Dudley | AYE |
| Bruce Frandsen | AYE |
| Jenny Peay | NAY |

The motion Passed

- 2. Public hearing and recommendation on a proposed Land Use Map Amendment for approximately 0.60 acres of land located at approximately 401 West Main Street, from Design Commercial to the General Commercial Land Use designation.**

Cody Opperman reviewed the background information for public hearing item number 2: The applicant is applying for a Land Use Map Amendment for the

RESOLUTION NO.

A RESOLUTION APPROVING A LAND USE MAP AMENDMENT LOCATED IN THE VICINITY OF 96 NORTH 350 WEST FROM THE RESIDENTIAL HIGH DENSITY TO THE GENERAL COMMERCIAL LAND USE DESIGNATION.

WHEREAS, Section 10-9a-401(1), Utah Code Annotated, 1953, as amended, requires each municipality in the State of Utah to prepare and adopt a comprehensive, long range general plan for: (1) present and future needs of the municipality; and (2) growth and development of the land within the municipality; and

WHEREAS, Section 10-9a-403, Utah Code Annotated, 1953, as amended, recommends and describes the general content of each of the major elements typically included within a general plan including, but not limited to, a Land Use Element that designates the long-term goals and the proposed extent, general distribution, and location of land for housing, business, industry, agriculture, recreation, education, public buildings and grounds, open space, and other categories of public and private uses of land; and

WHEREAS, Section 10-9a-403, Utah Code Annotated, 1953, as amended, anticipated that the Land Use Element will, from time to time, be amended and updated to reflect changes in condition or policy within the City; and

WHEREAS, the Planning Commission has reviewed the proposed amendment to the Land Use Element, advertised and held a public hearing thereon, duly considered the comments received at the hearing, and

WHEREAS, the City Council has reviewed the request further, all in accordance with Utah State law.

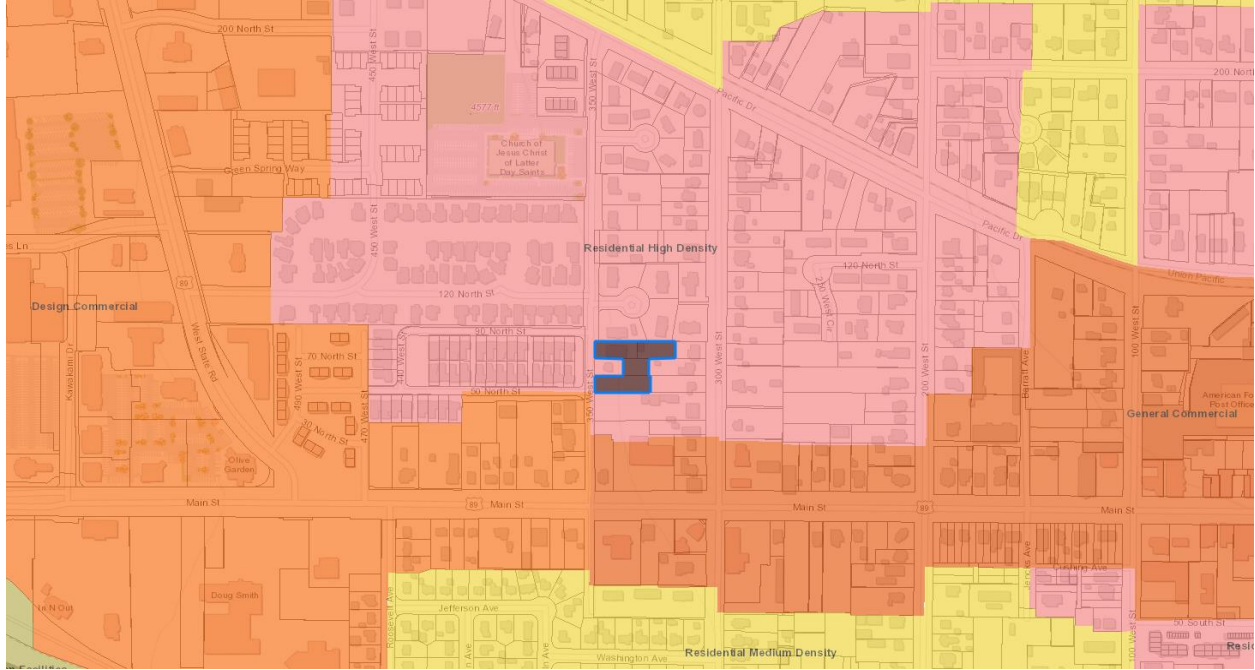
NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF AMERICAN FORK CITY, UTAH:

SECTION 1. That certain map entitled AMERICAN FORK CITY - LAND USE PLAN is hereby amended to show that the parcels located in the vicinity of 96 North 350 West be amended from the Residential High Density to General Commercial Land Use as shown in Exhibit A below. Said change in designation is hereby adopted as an amendment to the Land Use Element of the General Plan of American Fork, Utah.

SECTION 2. The City Council hereby directs that the American Fork Land Use Plan Map be modified to incorporate the changes approved by this Resolution.

Exhibit A

Land Use Map



SECTION 3. It is the express intent of the City Council that said plan be followed, complied with, and otherwise adhered to.

SECTION 4. The Planning Commission and City Staff are hereby directed to recommend such ordinances and policies as recommended under the plan and deemed essential for its implementation.

PASSED AND ADOPTED THIS 11th DAY OF APRIL 2023.

Bradley J. Frost, Mayor

ATTEST:

Terilyn Lurker, City Recorder

Attachment: ABE Properties - LUMA Resolution - LUMA Resolution (ABE Properties Land Use Map Amendment - 96 N 350 W)



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
APRIL 11, 2023**

Department Planning Director Approval Patrick O'Brien

AGENDA ITEM Review and action on a resolution approving a Land Use Map Amendment for approximately 0.60 acres of land located at approximately 401 West Main Street, from Design Commercial to the General Commercial Land Use designation.

SUMMARY RECOMMENDATION The Planning Commission recommended approval.

BACKGROUND The applicant is applying for a Land Use Map Amendment for the property located at approximately 401 West Main Street, from Design Commercial to the General Commercial land use designation. The entire parcel consists of 0.60 acres.

The General Commercial Land Use is applicable to the traditional commercial area of the City, which would include the Central Business District and areas in the vicinity of State Street and other major travel corridors currently designated for commercial purposes. As the property is fronting Main Street, a major travel corridor, the General Commercial Land Use designation would be applicable.

The applicant has provided a Zone Change application that is running concurrently with this Land Use Map Amendment. The Zone that they are proposing is the CC-2 zone. With the CC-2 Zone Change proposal the Design Commercial Land Use would not be an appropriate fit as it is commonly used for shopping-center type of developments. One of the CC-2 Zone's intent is to facilitate the orderly development of property within and adjacent to the built-up central business area of the City for commercial purposes but to do so in a manner to minimize the adverse impacts of such commercial activity on existing residents and residential uses in the zone area.

As the Design Commercial Land Use is used for planned shopping-center type of developments and in areas which are being newly developed, the General Commercial Land Use would be more appropriate for this property fronting Main Street.

BUDGET IMPACT N/A

SUGGESTED MOTION Move to adopt the resolution approving the Land Use Map Amendment for the Smith property, located at approximately 401 West Main Street.

SUPPORTING DOCUMENTS

Smith Property - LUMA (DOCX)

(2023.03.23) Aerial shot of parcel (PDF)

(2023.03.23) Main st parcel (PDF)

SmithProperties 03.22.2023 Unapproved PC Minutes (PDF)

RESOLUTION NO.

A RESOLUTION APPROVING A LAND USE MAP AMENDMENT LOCATED IN THE VICINITY OF 401 WEST MAIN STREET FROM THE DESIGN COMMERCIAL TO THE GENERAL COMMERCIAL DESIGNATION.

WHEREAS, Section 10-9a-401(1), Utah Code Annotated, 1953, as amended, requires each municipality in the State of Utah to prepare and adopt a comprehensive, long range general plan for: (1) present and future needs of the municipality; and (2) growth and development of the land within the municipality; and

WHEREAS, Section 10-9a-403, Utah Code Annotated, 1953, as amended, recommends and describes the general content of each of the major elements typically included within a general plan including, but not limited to, a Land Use Element that designates the long-term goals and the proposed extent, general distribution, and location of land for housing, business, industry, agriculture, recreation, education, public buildings and grounds, open space, and other categories of public and private uses of land; and

WHEREAS, Section 10-9a-403, Utah Code Annotated, 1953, as amended, anticipated that the Land Use Element will, from time to time, be amended and updated to reflect changes in condition or policy within the City; and

WHEREAS, the Planning Commission has reviewed the proposed amendment to the Land Use Element, advertised and held a public hearing thereon, duly considered the comments received at the hearing, and

WHEREAS, the City Council has reviewed the request further, all in accordance with Utah State law.

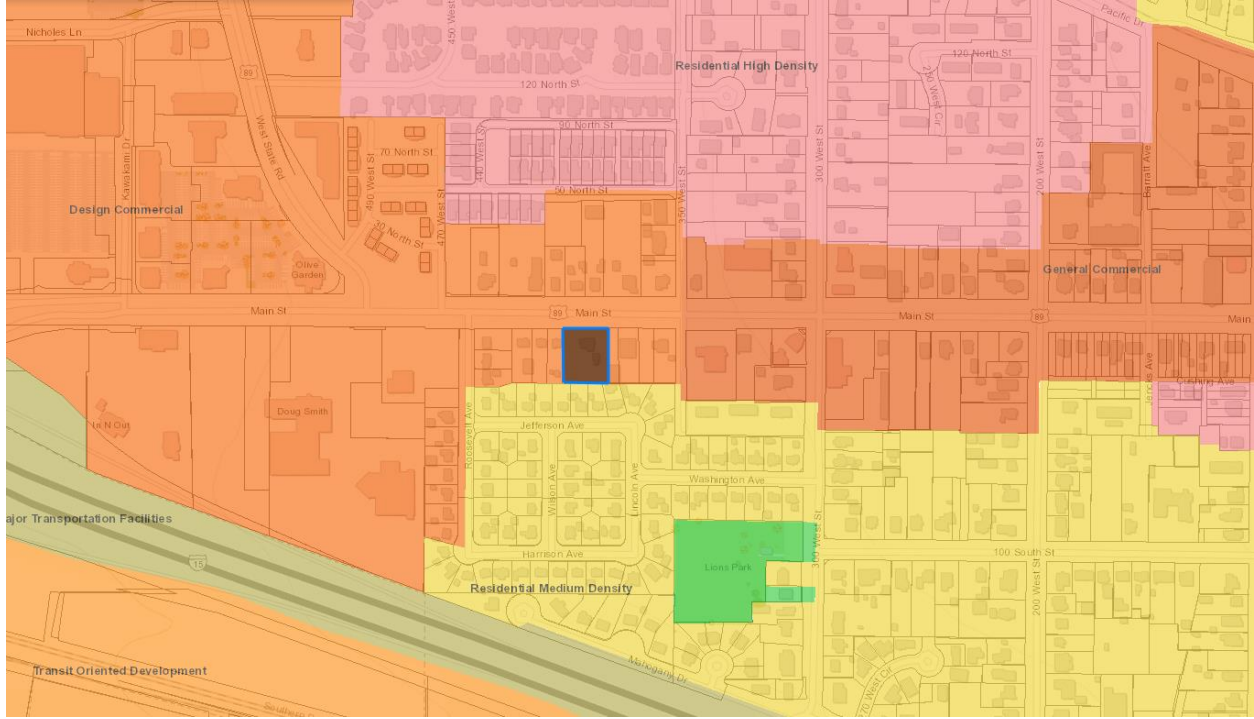
NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF AMERICAN FORK CITY, UTAH:

SECTION 1. That certain map entitled AMERICAN FORK CITY - LAND USE PLAN is hereby amended to show that the parcels located in the vicinity of 401 West Main Street, be amended from the Design Commercial to the General Commercial designation as shown in Exhibit A below. Said change in designation is hereby adopted as an amendment to the Land Use Element of the General Plan of American Fork, Utah.

SECTION 2. The City Council hereby directs that the American Fork Land Use Plan Map be modified to incorporate the changes approved by this Resolution.

Exhibit A

Land Use Map



SECTION 3. It is the express intent of the City Council that said plan be followed, complied with, and otherwise adhered to.

SECTION 4. The Planning Commission and City Staff are hereby directed to recommend such ordinances and policies as recommended under the plan and deemed essential for its implementation.

PASSED AND ADOPTED THIS 11th DAY OF APRIL 2023.

Bradley J. Frost, Mayor

ATTEST:

Terilyn Lurker, City Recorder

Attachment: Smith Property - LUMA (Smith Property - LUMA)

Measurement

13-046

13-046-0038

13-046-0007

13-046-0005

13-046-0006

12-072-0074

12-072-0076

12-072-0078

13-046-0003

13-046-0004

13-046-0005

13-046-0006

13-046-0007

13-046-0008

13-046-0009

13-046-0010

13-046-0011

13-046-0012

13-046-0013

13-046-0014

13-046-0015

13-046-0016

13-046-0017

13-046-0018

13-046-0019

13-046-0020

13-046-0021

13-046-0022

13-046-0023

110 ft

193 ft

70.00 ft

60.00 ft

122.00 ft

122.00 ft

122.00 ft

122.00 ft

122.00 ft

122.00 ft

122.00 ft

122.00 ft

122.00 ft

122.00 ft

122.00 ft

122.00 ft

122.00 ft

122.00 ft

122.00 ft

122.00 ft

122.00 ft

122.00 ft

122.00 ft

122.00 ft

122.00 ft

122.00 ft

122.00 ft

122.00 ft

122.00 ft

122.00 ft

Utah County 2021 Imagery | Utah County Government | Utah County GIS Divisi...

Utah County 2021 Imagery | Utah County Government | Utah County GIS Divisi...

Utah County 2021 Imagery | Utah County Government | Utah County GIS Divisi...

Utah County 2021 Imagery | Utah County Government | Utah County GIS Divisi...

Utah County 2021 Imagery | Utah County Government | Utah County GIS Divisi...

Utah County 2021 Imagery | Utah County Government | Utah County GIS Divisi...

Utah County 2021 Imagery | Utah County Government | Utah County GIS Divisi...

Utah County 2021 Imagery | Utah County Government | Utah County GIS Divisi...

Utah County 2021 Imagery | Utah County Government | Utah County GIS Divisi...

Utah County 2021 Imagery | Utah County Government | Utah County GIS Divisi...

Utah County 2021 Imagery | Utah County Government | Utah County GIS Divisi...

Utah County 2021 Imagery | Utah County Government | Utah County GIS Divisi...

Utah County 2021 Imagery | Utah County Government | Utah County GIS Divisi...

Utah County 2021 Imagery | Utah County Government | Utah County GIS Divisi...

Utah County 2021 Imagery | Utah County Government | Utah County GIS Divisi...

Utah County 2021 Imagery | Utah County Government | Utah County GIS Divisi...

Utah County 2021 Imagery | Utah County Government | Utah County GIS Divisi...

Utah County 2021 Imagery | Utah County Government | Utah County GIS Divisi...

Utah County 2021 Imagery | Utah County Government | Utah County GIS Divisi...

Utah County 2021 Imagery | Utah County Government | Utah County GIS Divisi...

Utah County 2021 Imagery | Utah County Government | Utah County GIS Divisi...

Utah County 2021 Imagery | Utah County Government | Utah County GIS Divisi...

Utah County 2021 Imagery | Utah County Government | Utah County GIS Divisi...

Utah County 2021 Imagery | Utah County Government | Utah County GIS Divisi...

Utah County 2021 Imagery | Utah County Government | Utah County GIS Divisi...

Utah County 2021 Imagery | Utah County Government | Utah County GIS Divisi...

Utah County 2021 Imagery | Utah County Government | Utah County GIS Divisi...

Utah County 2021 Imagery | Utah County Government | Utah County GIS Divisi...

Utah County 2021 Imagery | Utah County Government | Utah County GIS Divisi...

Utah County 2021 Imagery | Utah County Government | Utah County GIS Divisi...

4.2.b

Attachment: (2023.03.23) Aerial shot of parcel (Smith Property - LUMA)

Open Deed Points Page

Packet Pg. 49

Measurement

312.7 ft

123.75 ft

52.14 ft

2.50 ft

0.780 ft

10.780 ft

150.12 ft

150.12 ft

90.89 ft

217.72 ft



89 W MAIN ST



Open Deed Points Page

Utah County Government | Utah County GIS Division

4.2.c

Attachment: (2023-03.23) Main st parcel (Smith Property - LUMA)

Packet Pg. 50

UNAPPROVED MINUTES
03.22.2023

Public Hearing Closed

Harold Dudley Motioned to recommend approval of the Land Use Map Amendment from Residential High Density to General Commercial, for the properties located in the area of 96 N 350 W, subject to any findings, conditions, and modifications found in the Staff Report, or recommended by the Fire Marshal

David Bird seconded the motion. Voting was as follows:

| | |
|---------------------------|------------|
| Christine Anderson | NAY |
| Chris Christiansen | NAY |
| Rodney Martin | AYE |
| David Bird | AYE |
| Harold Dudley | AYE |
| Bruce Frandsen | AYE |
| Jenny Peay | NAY |

The motion Passed

- 2. Public hearing and recommendation on a proposed Land Use Map Amendment for approximately 0.60 acres of land located at approximately 401 West Main Street, from Design Commercial to the General Commercial Land Use designation.**

Cody Opperman reviewed the background information for public hearing item number 2: The applicant is applying for a Land Use Map Amendment for the

UNAPPROVED MINUTES
03.22.2023

property located at approximately 401 West Main Street, from Design Commercial to the General Commercial land use designation. The entire parcel consists of 0.60 acres.

The General Commercial Land Use is applicable to the traditional commercial area of the city, which would include the Central Business District and areas in the vicinity of State Street and other major travel corridors currently designated for commercial purposes. As the property fronts Main Street, a major travel corridor, the General Commercial Land Use designation would be applicable.

The applicant has provided a Zone Change application that is running concurrently with this Land Use Map Amendment. The Zone that they are proposing is the CC-2 zone. With the CC-2 Zone Change proposal the Design Commercial Land Use would not be an appropriate fit as it is commonly used for shopping-center type of developments. One of the CC-2 Zone's intent is to facilitate the orderly development of property within and adjacent to the built-up central business area of the City for commercial purposes but to do so in a manner to minimize the adverse impacts of such commercial activity on existing residents and residential uses in the zone area.

As the Design Commercial Land Use is used for planned shopping-center type of developments and in areas which are being newly developed, the General Commercial Land Use would be more appropriate for this property fronting Main Street.

Public Hearing Opened

No Public Comment

Public Hearing Closed

Aaron Drussel spoke on behalf of the applicants stating that the property is currently zoned residential but is already surrounded by CC-2 zoned properties and also has frontage on Main Street. He believes the CC-2 zone would be a better fit for this property.

UNAPPROVED MINUTES
03.22.2023

Chairwomen Anderson asked planning for clarification on the current land use and what the change would mean.

Mr. Opperman explained that a Design Commercial Use is usually oriented to a planned approach, which includes shopping centers with unique access points. This particular land use is common in new development areas. He then explained that the General Commercial Use is a more traditional approach, like many areas that American Fork already has, including the central downtown area. He also added that the CC-2 zone looks to preserve the residential character of the specific area, and he believes the General Commercial use makes sense with this property.

Rodney Martin motioned to recommend approval of the Land Use Map Amendment for approximately 0.60 acres of land, located at approximately 401 West Main Street, from Design Commercial to the General Commercial Land Use designation, subject to any findings, conditions, and modifications found in the Staff Report, or recommended by the Fire Marshal.

Jenny Peay seconded the motion. Voting was as follows:

| | |
|---------------------------|------------|
| Christine Anderson | AYE |
| Chris Christiansen | AYE |
| Rodney Martin | AYE |
| David Bird | AYE |
| Harold Dudley | AYE |
| Bruce Frandsen | AYE |
| Jenny Peay | AYE |

The motion Passed

UNAPPROVED MINUTES
03.22.2023

3. Public hearing and recommendation on a proposed Zone Change for approximately 0.60 acres of land located at approximately 401 West Main Street, from the R2-7500 Residential Zone to the Central Commercial (CC-2) Zone.

Cody Opperman reviewed the background information for public hearing item number 3: The applicant is applying for a Zone Change for the property located at approximately 401 West Main Street, from the R2-7500 Residential Zone to the Central Commercial (CC-2) Zone. The entire parcel consists of 0.60 acres.

One of the CC-2 Zone's intent is to facilitate the orderly development of property within and adjacent to the built-up central business area of the City for commercial purposes but to do so in a manner to minimize the adverse impacts of such commercial activity on existing residents and residential uses in the zone area.

Because The zone change went hand in hand with the Land Use Amendment, any questions or concerns were addressed while discussing the previous item. At this time Chairwomen Anderson asked for a motion.

Public Hearing Opened

No public comment

Public Hearing Closed

Rodney Martin motioned to recommend approval of the Zone Change for approximately 0.60 acres of land, located at approximately 401 West Main Street, from the R2-7500 Residential Zone to the Central Commercial (CC-2) Zone, subject to any findings, conditions, and modifications found in the Staff Report, or recommended by the Fire Marshal.

UNAPPROVED MINUTES
03.22.2023

Jenny Peay seconded the motion. Voting was as follows:

| | |
|---------------------------|------------|
| Christine Anderson | AYE |
| Chris Christiansen | AYE |
| Rodney Martin | AYE |
| David Bird | AYE |
| Harold Dudley | AYE |
| Bruce Frandsen | AYE |
| Jenny Peay | AYE |

The motion Passed

ACTION ITEMS

- 1. Review and action on a Site Plan application for the Perfect Dress Project, located at 424 West Main Street, in the Central Commercial (CC-2) Zone.**

Cody Opperman reviewed the background information for action item number 1: The applicant is applying for a commercial Site Plan Approval for the Perfect Dress, for an improvement of a parking lot, located at 424 West Main Street. The proposal consists of 1 parcel for a parking lot and interior renovation of an existing building, the entire development parcel consists of approximately 0.80 acres. This has been brought to the Planning Commission for a recommendation to the City Council for their improvements to the parking lot. They will also be changing the use of this property from a photography studio to a bridal shop.

Chairwomen Anderson asked if there were any questions for Planning on this item.

Chairwomen Anderson asked the staff if there were any engineering concerns, Jeff Mortimer assured her any concerns have already been addressed by the applicant. Ms. Peay asked if the property drainage was one of the things that had been addressed by engineering, and Mr. Mortimer confirmed that it had already been



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
APRIL 11, 2023**

Department Planning Director Approval Patrick O'Brien

AGENDA ITEM Review and action on an ordinance approving a Zone Change for approximately 0.60 acres of land located at approximately 401 West Main Street, from the R2-7500 Residential Zone to the Central Commercial (CC-2) Zone.

SUMMARY RECOMMENDATION The Planning Commission recommended approval.

BACKGROUND The applicant is applying for a Zone Change for the property located at approximately 401 West Main Street, from the R2-7500 Residential Zone to the Central Commercial (CC-2) Zone. The entire parcel consists of 0.60 acres.

One of the CC-2 Zone's intent is to facilitate the orderly development of property within and adjacent to the built-up central business area of the City for commercial purposes but to do so in a manner to minimize the adverse impacts of such commercial activity on existing residents and residential uses in the zone area.

BUDGET IMPACT N/A

SUGGESTED MOTION Move to adopt the ordinance approving the Zone Change for the Smith property, located at approximately 401 West Main Street.

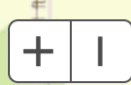
SUPPORTING DOCUMENTS

(2023.03.23) Aerial shot of parcel (PDF)
 (2023.03.23) Main st parcel (PDF)
 Smith Property - Zone Change Ordinance (DOCX)

SmithProperties 03.22.2023 Unapproved PC Minutes (PDF)

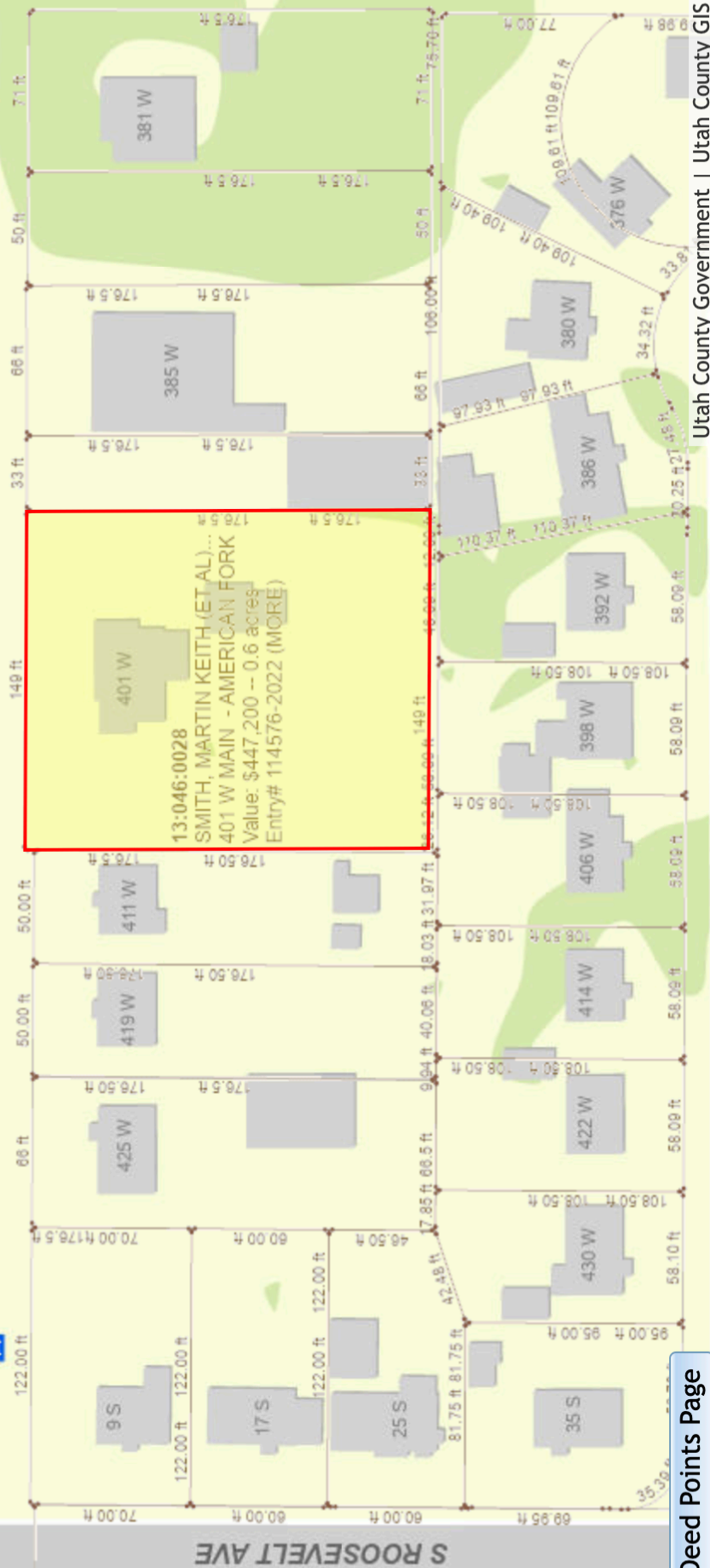
Measurement

1.72C
 312.7 ft
 2C
 123.75 ft
 4.73C
 52.14 ft
 0.8C
 2.5C
 2.5C
 1C
 0.78C
 2.5C
 1C
 0.78C
 150.12 ft
 150.11 ft
 150.12 ft
 150.12 ft
 90.89 ft
 90.89 ft
 90.89 ft
 90.89 ft
 217.72 ft



89 W MAIN ST

13:046:0028
 SMITH, MARTIN KEITH (ET AL) ...
 401 W MAIN - AMERICAN FORK
 Value: \$447,200 -- 0.6 acres
 Entry# 114576-2022 (MORE)



Open Deed Points Page

Utah County Government | Utah County GIS Division

4.3.b

Attachment: (2023.03.23) Main st parcel (Smith Property - Zone Change)

Packet Pg. 59

ORDINANCE NO. _____**AN ORDINANCE AMENDING THE OFFICIAL ZONE MAP OF AMERICAN FORK, UTAH AT 401 WEST MAIN STREET FROM THE R2-7500 RESIDENTIAL ZONE TO THE CC-2 CENTRAL COMMERCIAL ZONE.**

WHEREAS, pursuant to Section 10-9a-503, Utah Code Annotated, 1953, as amended, the City is authorized to make and amend the official zoning map which designates property within the city limits into zones that regulate the use of buildings and structures and uses of land (the “Zone Map”); and

WHEREAS, Section 10-9a-503, Utah Code Annotated, 1953, as amended, anticipated that the Zone Map will, from time to time, be amended and updated; and

WHEREAS, the City has received a request from the property owner at 401 West Main Street (the “Property”) to amend the Zone Map changing the Property from the R2-7500 Residential zone to the CC-2 Central Commercial zone; and

WHEREAS, on March 22nd, 2023, the Planning Commission reviewed the proposed amendment to the Zone Map, after required advertising and public hearing thereon, and duly considered the comments received at the hearing; and

WHEREAS, the Planning Commission has recommended approval of the Zone Map amendment; and

WHEREAS, the City Council has reviewed the request further, all in accordance with Utah State law.

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

Section 1. That the Official Zone Map of American Fork, Utah, is hereby amended to show the property located in the area of 401 West Main Street be amended from the R2-7500 Residential zone to the CC-2 Central Commercial zone at 401 West Main Street as shows in Exhibit “A”. Said change in zoning is hereby adopted as an amendment to the official Zone Map of American Fork, Utah.

Section 2. That said territory shall hereafter be subject to all requirements and conditions applicable with said zone.

Section 3. That this Ordinance shall be in force and effect upon its passage and first posting as required by law.

PASSED AND ORDERED POSTED BY THE CITY COUNCIL OF AMERICAN FORK, UTAH THIS ____ DAY OF _____ 2022.

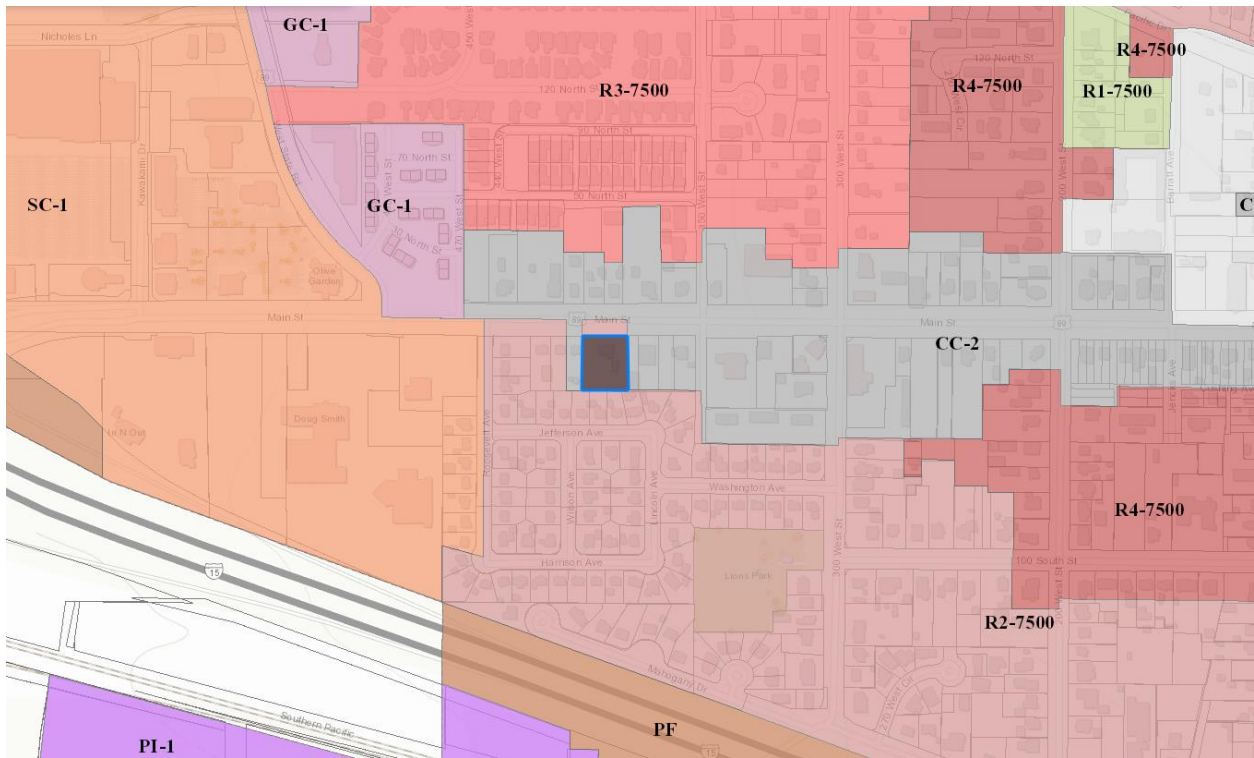
Bradley J. Frost, Mayor

ATTEST:

Terilyn Lurker, City Recorder

EXHIBIT "A"

ZONE MAP



Attachment: Smith Property - Zone Change Ordinance (Smith Property - Zone Change)

UNAPPROVED MINUTES
03.22.2023

Public Hearing Closed

Harold Dudley Motioned to recommend approval of the Land Use Map Amendment from Residential High Density to General Commercial, for the properties located in the area of 96 N 350 W, subject to any findings, conditions, and modifications found in the Staff Report, or recommended by the Fire Marshal

David Bird seconded the motion. Voting was as follows:

| | |
|---------------------------|------------|
| Christine Anderson | NAY |
| Chris Christiansen | NAY |
| Rodney Martin | AYE |
| David Bird | AYE |
| Harold Dudley | AYE |
| Bruce Frandsen | AYE |
| Jenny Peay | NAY |

The motion Passed

- 2. Public hearing and recommendation on a proposed Land Use Map Amendment for approximately 0.60 acres of land located at approximately 401 West Main Street, from Design Commercial to the General Commercial Land Use designation.**

Cody Opperman reviewed the background information for public hearing item number 2: The applicant is applying for a Land Use Map Amendment for the

UNAPPROVED MINUTES
03.22.2023

property located at approximately 401 West Main Street, from Design Commercial to the General Commercial land use designation. The entire parcel consists of 0.60 acres.

The General Commercial Land Use is applicable to the traditional commercial area of the city, which would include the Central Business District and areas in the vicinity of State Street and other major travel corridors currently designated for commercial purposes. As the property fronts Main Street, a major travel corridor, the General Commercial Land Use designation would be applicable.

The applicant has provided a Zone Change application that is running concurrently with this Land Use Map Amendment. The Zone that they are proposing is the CC-2 zone. With the CC-2 Zone Change proposal the Design Commercial Land Use would not be an appropriate fit as it is commonly used for shopping-center type of developments. One of the CC-2 Zone's intent is to facilitate the orderly development of property within and adjacent to the built-up central business area of the City for commercial purposes but to do so in a manner to minimize the adverse impacts of such commercial activity on existing residents and residential uses in the zone area.

As the Design Commercial Land Use is used for planned shopping-center type of developments and in areas which are being newly developed, the General Commercial Land Use would be more appropriate for this property fronting Main Street.

Public Hearing Opened

No Public Comment

Public Hearing Closed

Aaron Drussel spoke on behalf of the applicants stating that the property is currently zoned residential but is already surrounded by CC-2 zoned properties and also has frontage on Main Street. He believes the CC-2 zone would be a better fit for this property.

UNAPPROVED MINUTES

03.22.2023

Chairwomen Anderson asked planning for clarification on the current land use and what the change would mean.

Mr. Opperman explained that a Design Commercial Use is usually oriented to a planned approach, which includes shopping centers with unique access points. This particular land use is common in new development areas. He then explained that the General Commercial Use is a more traditional approach, like many areas that American Fork already has, including the central downtown area. He also added that the CC-2 zone looks to preserve the residential character of the specific area, and he believes the General Commercial use makes sense with this property.

Rodney Martin motioned to recommend approval of the Land Use Map Amendment for approximately 0.60 acres of land, located at approximately 401 West Main Street, from Design Commercial to the General Commercial Land Use designation, subject to any findings, conditions, and modifications found in the Staff Report, or recommended by the Fire Marshal.

Jenny Peay seconded the motion. Voting was as follows:

| | |
|---------------------------|------------|
| Christine Anderson | AYE |
| Chris Christiansen | AYE |
| Rodney Martin | AYE |
| David Bird | AYE |
| Harold Dudley | AYE |
| Bruce Frandsen | AYE |
| Jenny Peay | AYE |

The motion Passed

UNAPPROVED MINUTES
03.22.2023

3. Public hearing and recommendation on a proposed Zone Change for approximately 0.60 acres of land located at approximately 401 West Main Street, from the R2-7500 Residential Zone to the Central Commercial (CC-2) Zone.

Cody Opperman reviewed the background information for public hearing item number 3: The applicant is applying for a Zone Change for the property located at approximately 401 West Main Street, from the R2-7500 Residential Zone to the Central Commercial (CC-2) Zone. The entire parcel consists of 0.60 acres.

One of the CC-2 Zone's intent is to facilitate the orderly development of property within and adjacent to the built-up central business area of the City for commercial purposes but to do so in a manner to minimize the adverse impacts of such commercial activity on existing residents and residential uses in the zone area.

Because The zone change went hand in hand with the Land Use Amendment, any questions or concerns were addressed while discussing the previous item. At this time Chairwomen Anderson asked for a motion.

Public Hearing Opened

No public comment

Public Hearing Closed

Rodney Martin motioned to recommend approval of the Zone Change for approximately 0.60 acres of land, located at approximately 401 West Main Street, from the R2-7500 Residential Zone to the Central Commercial (CC-2) Zone, subject to any findings, conditions, and modifications found in the Staff Report, or recommended by the Fire Marshal.

UNAPPROVED MINUTES
03.22.2023

Jenny Peay seconded the motion. Voting was as follows:

| | |
|---------------------------|------------|
| Christine Anderson | AYE |
| Chris Christiansen | AYE |
| Rodney Martin | AYE |
| David Bird | AYE |
| Harold Dudley | AYE |
| Bruce Frandsen | AYE |
| Jenny Peay | AYE |

The motion Passed

ACTION ITEMS

- 1. Review and action on a Site Plan application for the Perfect Dress Project, located at 424 West Main Street, in the Central Commercial (CC-2) Zone.**

Cody Opperman reviewed the background information for action item number 1: The applicant is applying for a commercial Site Plan Approval for the Perfect Dress, for an improvement of a parking lot, located at 424 West Main Street. The proposal consists of 1 parcel for a parking lot and interior renovation of an existing building, the entire development parcel consists of approximately 0.80 acres. This has been brought to the Planning Commission for a recommendation to the City Council for their improvements to the parking lot. They will also be changing the use of this property from a photography studio to a bridal shop.

Chairwomen Anderson asked if there were any questions for Planning on this item.

Chairwomen Anderson asked the staff if there were any engineering concerns, Jeff Mortimer assured her any concerns have already been addressed by the applicant. Ms. Peay asked if the property drainage was one of the things that had been addressed by engineering, and Mr. Mortimer confirmed that it had already been



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
APRIL 11, 2023**

Department Recorder Director Approval Terilyn Lurker

AGENDA ITEM Review and action on a resolution to accept/deny the petition for annexation of the Deer Park-Thomson Annexation located at approximately 50 West 1100 South and consisting of 4.35 acres.

SUMMARY RECOMMENDATION

Staff would recommend denial of the petition subject to the findings that the American Fork City Code Section 17.20.020(E) states that every annexation shall include the greatest amount of contiguous property area, which is also contiguous to the City's municipal boundaries.

BACKGROUND

The applicant has petitioned the city to annexation property at approximately 50 West 1100 South consisting of 4.35 acres. The applicant also owns the property to the south, which was not included in the annexation petition. American Fork City Code Section 17.20.020(E) states that every annexation shall include the greatest amount of contiguous property area, which is also contiguous to the City's municipal boundaries. Staff feels the applicant needs to annex all of the property they own and not just the northern parcel. If only the northern parcel is annexed, there is a potential for an island to be created if/when the property to the west is annexed into American Fork.



BUDGET IMPACT

NA

SUGGESTED MOTION

ACCEPTANCE:

Move to adopt the resolution accepting the petition for annexation of the Deer Park-Thomson Annexation consisting of 4.35 acres at approximately 50 West 1100 South.

DENIAL:

Move to deny the petition for annexation of the Deer Park-Thomson Annexation.

SUPPORTING DOCUMENTS

3. Resolution accepting the Petition for Annexation - Deer Park-Thomson (PDF)
- Deer Park-Thomson Annexation Report to Council (PDF)

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A PETITION FOR ANNEXATION OF 4.35 ACRES LOCATED AT APPROXIMATELY 50 WEST 1100 SOUTH, KNOWN AS THE DEER PARK-THOMSON ANNEXATION, FROM DEER PARK, LLC, OWNER OF REAL PROPERTY OF LAND, INTO AMERICAN FORK CITY.

WHEREAS, on March 16, 2023, the owners of certain real property, Deer Park, LLC, filed a petition with the city recorder requesting that property located at approximately 50 West 1100 South be annexed into the corporate boundaries of American Fork City; and

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

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

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

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

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF AMERICAN FORK, UTAH:

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

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

SECTION 2. The American Fork City Council hereby accepts for further consideration the petition to annex 4.35 acres of real property known as the Deer Park-Thomson Annexation as set forth on Exhibit B under the provisions of Utah State Code and hereby refers the petition to the city recorder for review pursuant to Utah State Code §10-2-405(2).

ADOPTED AND PASSED BY THE AMERICAN FORK CITY COUNCIL this 11th day of April, 2023.

Bradley J. Frost, Mayor

ATTEST:

Terilyn Lurker, City Recorder

Attachment: 3. Resolution accepting the Petition for Annexation - Deer Park-Thomson (Deer Park-Thomson Annexation - Acceptance/Denial of

EXHIBIT "A"



Petition for Annexation

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

Name of Annexation: Deer Park - Thomson

Approximate Location: 9 W. 1100 S. American Fork

Name: Michael B. Horan Address: 520 S. 850 E Ste A4 Lehi, UT 84043
Phone Number: _____ Email: tyler@whitehorsedevelopers.com
Signature: [Signature] Tax ID #: 13:067:0114

Name: _____ Address: _____
Phone Number: _____ Email: _____
Signature: _____ Tax ID #: _____

Name: _____ Address: _____
Phone Number: _____ Email: _____
Signature: _____ Tax ID #: _____

NOTICE:

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

(Attached additional sheets if needed)

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

Attachment: 3. Resolution accepting the Petition for Annexation - Deer Park-Thomson (Deer Park-Thomson Annexation - Acceptance/Denial)

CERTIFICATE OF AUTHORITY
LIMITED LIABILITY COMPANY

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

Dated this 14th day of March, 2023, ~~2021~~.

Michael B. Horan, Manager
(Manager's Signature)

Michael B. Horan
(Print Manager's Signature)

Deer Park, LLC
(Print Name of LLC)

NOTICE:

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

Attachment: 3. Resolution accepting the Petition for Annexation - Deer Park-Thomson Annexation - Acceptance/Denial

Affected entities:

- Utah County Clerk, Josh Daniels – 100 East Center Street Suite 3600, Provo, Utah 84606
- Utah County Commissioners – 51 South University Avenue, Provo, Utah 84606
 - Bill Lee
 - Tom Sakievich
 - Amelia Powers
- Utah County Treasurer, Kim Jackson – 100 East Center Street Suite 1200, Provo, Utah 84606
- Utah County Boundary Commission – 100 East Center Street, Provo, Utah 84606
- Utah County Surveyor, Anthony Canto – 2855 South State Street, Provo, Utah 84606
- Utah County Assessor – 100 East Center Street Suite 1100, Provo, Utah 84606
- Utah Department of Transportation, Attn: David Avila – 658 N. 1500 W., Orem, Utah 84057
- Central Utah Water Conservancy District – 1426 East 750 North, Suite 400, Orem Utah 84097
- North Utah County Water Conservancy District – 75 N. Center Street, American Fork, Utah 84003
- Utah Transit Authority – 669 West 200 South, Salt Lake City, Utah 84101
- Central Utah 911 – 3047 N. 400 W., Spanish Fork, Utah 84660
- Mountainland Association of Governments (MAG) – 586 E. 800 N., Orem Utah 84097
- North Pointe Solid Waste Special Service District – 2000 W. 200 S., Lindon Utah 84042
- North Utah Valley Animal Services Special Service District – 193 N. 2000 W., Lindon Utah 84042
- Timpanogos Special Service District – PO Box 923, American Fork, Utah 84003
- Alpine School District – 575 N. 100 E., American Fork, Utah 84003
- Municipality located within ½ mile of area proposed for annexation (notices need to be mailed only if the municipality is located within ½ mile)
 - Lehi City
 - Highland City
 - Cedar Hills
 - Pleasant Grove
 - Lindon
- Rocky Mountain Power – 70 N. 200 E., American Fork, Utah 84003
- Comcast, Attn: Gary Goldstein – 1350 East Miller Avenue, Salt Lake City, Utah 84106
- CenturyLink – 1600 7th Avenue Floor 12, Seattle, WA 98191
- Dominion Energy, Attn: Kayleen Deal – PO Box 45360, Salt Lake City, Utah 84145

EXHIBIT "B"

FINAL LOCAL ENTITY PLAT THOMSON ANNEXATION TO AMERICAN FORK CITY

Center Quarter Corner
Section 26, T.5S., R.1E.
(Calculated)

(R=East)
S89°56'25"E 275.00'

East Quarter Corner
Section 26, T.5S., R.1E.
(Calculated)

N. 0°05'31" W
38.94' (Record)

Found Witness Corner
East Quarter Corner
Section 26, T.5S., R.1E.
3" Brass Cap

PULLEY II ANNEXATION PLAT
"A" ANNEXATION BOUNDARY
E#1072:2016, Map#14903
JANUARY 6, 2016

DEER PARK LLC
13:067:0114

LOT 1
DEER PARK SUBDIVISION
E#42674:2022, Map#18261

DEER PARK LLC
13:067:0096

AMERICAN
FORK CITY

PULLEY II ANNEXATION PLAT
"A" ANNEXATION BOUNDARY
E#1072:2016, Map#14903
JANUARY 6, 2016

UTAH DEPARTMENT OF
TRANSPORTATION
13:067:0074

DEER PARK LLC
13:067:0115

Southeast Corner
Section 26, T.5S., R.1E.
(Calculated)

S. 89°48'53" E. 2662.94'

Found Reference Corner
Southeast Quarter Corner
Section 26, T.5S., R.1E.
3" Brass Cap
(46-22 RC)

S. 89°00'19" E. 2747.05' (BASIS OF BEARING)

548.06'

631.46'

South Quarter Corner
Section 26, T.5S., R.1E.
(Calculated)

N. 53°29'09" E
103.66'

Found Reference Corner
South Quarter Corner
Section 26, T.5S., R.1E.
3" Brass Cap
(45-22 RC)

277.20' (Record)
282.7' (Measured)

(R=North)
N0°22'32"E 627.37'

(R=South)
S0°28'09"W 755.19'

N64°51'27"W 301.49'

POB

NORTH 1899.49'
NORTH 1970.35'

CURRENT AMERICAN FORK CITY BOUNDARY

1100 SOUTH STREET
CURRENT AMERICAN FORK CITY BOUNDARY

NARRATIVE

This plat and the description hereon have been prepared for the purpose of annexing parcel 13:067:0114 into the corporate limits of American Fork City the area described and graphically depicted hereon. The information shown hereon was compiled from documents of record found in the Office of the Utah County Recorder and does not purport to be based upon an actual survey of the area to be annexed. Said annexed area is all of an entire tract of land described in that Quit Claim Deed recorded February 1, 2023 as Entry No. 6074:2023 in the Office of the Utah County Recorder.

ACCEPTANCE BY UTAH COUNTY SURVEYOR

This plat has been reviewed by the County Surveyor and is hereby certified as a Final Local Entity plat, pursuant to Utah County Ann, 17-23-20 as amended.

Dated this _____ day of _____ A.D. 2023.

Utah County Surveyor

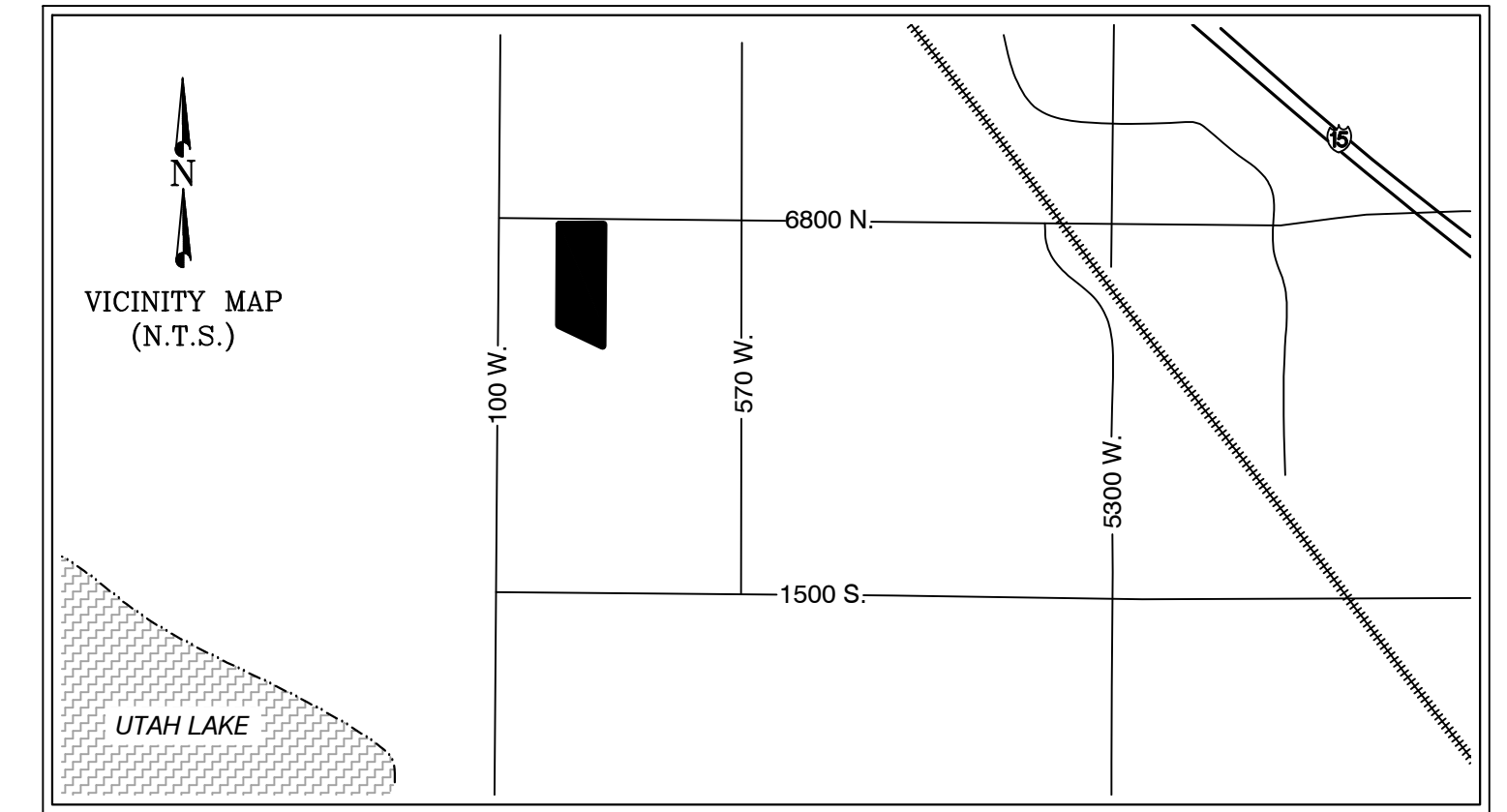
ACCEPTANCE BY LEGISLATIVE BODY

We, the duly elected Council of the City of American Fork, Utah, have received a request to initiate procedures for the annexation of the tract of land shown hereon, which tract constitutes a portion of an existing island or peninsula within or contiguous to the City, and do hereby certify: (1) the council has adopted a resolution setting forth its intent to annex the tract, provided notice and conducted hearings on the matter, and adopted an ordinance providing for the annexation of the tract to the City; all in accordance with the provisions of Section 10-2-418 Utah Code Annotated, as amended, and (2) that the Council does hereby approve and accept the annexation of the tract of land shown hereon as a part of American Fork City, to be known hereafter as the **THOMSON ANNEXATION**.

Dated this _____ day of _____ A.D. 2023.

Mayor

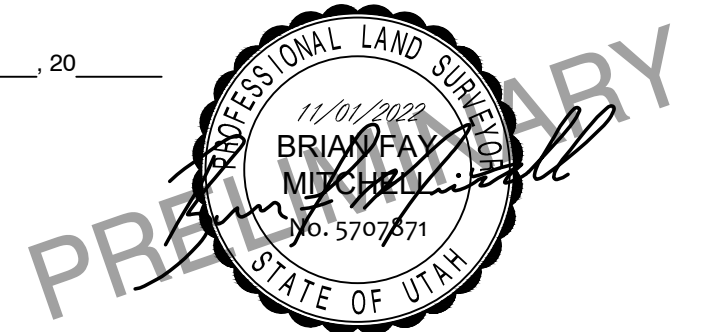
Attest:
(Clerk-Recorder)



SURVEYOR'S CERTIFICATE

I, Brian F. Mitchell, do hereby certify that I am a Professional Land Surveyor in the State of Utah and that I hold License No. 5707871 in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyors Act; do hereby certify that a Final Local Entity Plat, in accordance with Section 17-23-20 was made by me and shown hereon is a true and correct representation of said Final Local Entity Plat.

Signed this _____ day of _____, 20_____



BOUNDARY DESCRIPTION

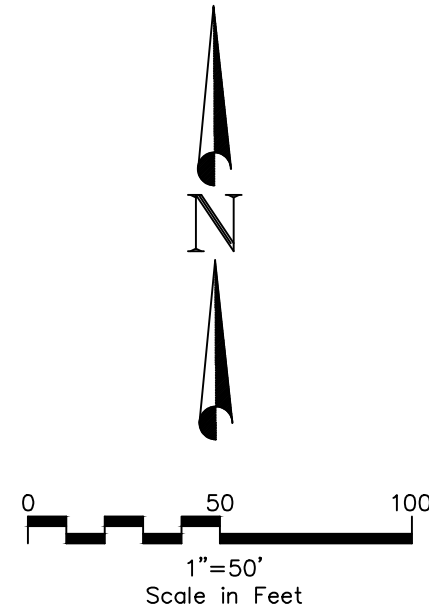
All of an entire tract of land described in that Quit Claim Deed recorded February 1, 2023 as Entry No. 6074:2023 in the Office of the Utah County Recorder. Said entire tract is located in the Southeast Quarter of Section 26, Township 5 South, Range 1 East, Salt Lake Base and Meridian described as follows:

Beginning at a point on a current American Fork City boundary described in that Pulley II Annexation Plat "A" recorded January 6, 2016 as Entry No. 1072:2016, having Map No. 14903 in the Office of said Utah County Recorder, which is 631.46 feet S. 89°00'19" E. along a monument line and 1970.35 feet North from a Reference Monument to the South Quarter Corner of said Section 26; said point also being 548.06 feet S. 89°48'53" E. along the Section line and 1899.49 feet North from said South Quarter Corner of Section 26; thence N. 64°51'27" W. 301.49 feet to the westerly boundary line of said entire tract; thence N. 0°22'32" E. (Deed = North) 627.37 feet along said westerly boundary line to the Quarter Section line; thence S. 89°56'25" E. (Deed = East) 275.00 feet along said Quarter Section line to the northwesterly corner of said Pulley II Annexation Plat "A"; thence S. 00°28'09" W. 755.19 feet along the westerly line of said Pulley II Annexation Plat "A" to the **Point of Beginning**.

The above-described parcel of land contains 189,710 sq ft in area or 4.355 acres, more or less.

Legend of Symbols & Abbreviations

- Proposed Annexation Boundary
- Current American Fork City Boundary
- Adjacent Parcel
- Angle Point in Annexation Boundary (Not Marked)
- Section Corner Monument (Not Located)



SHEET
1
1

FINAL LOCAL ENTITY PLAT
THOMSON ANNEXATION
TO AMERICAN FORK CITY
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 26,
TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN
UTAH COUNTY, UTAH

PREPARED BY:

CIR CIVIL ENGINEERING
+ SURVEYING

10718 South Beckstead Lane, Suite 102, South Jordan, Utah 84095
Phone: 435-503-7641

UTAH COUNTY RECORDER

Attachment: 3 - Resolution accepting the Petition for Annexation - Deer Park-Thomson Annexation - Acceptance/Denial of Petition

AMERICAN FORK CITY

MEETING DATE: April 11, 2023

Memo

TO: American Fork City Council

FROM: American Fork City Planning & Zoning Division and Engineering Division

RE: Staff Report for Deer Park - Thompson Annexation (Parcel ID: 13:067:0114)

| BACKGROUND INFORMATION | | |
|------------------------|---------------------------|--------------------------------------|
| Location: | 9 West 1100 South | |
| Parcel ID: | 13:067:0114 | |
| Applicants: | Tyler Horan | |
| Proposed Land Use: | Residential Low Density | |
| Surrounding Land Use: | North | Residential Low Density |
| | South | Design Industrial |
| | East | Design Industrial |
| | West | Residential Low Density |
| Proposed Zoning: | PI-1 (Planned Industrial) | |
| Surrounding Zoning: | North | Unincorporated |
| | South | Planned Industrial |
| | East | Planned Industrial/Public Facilities |
| | West | Unincorporated |

Section 17.20.050 of the American Fork Municipal Code outlines the following procedures for Annexation Applications:

- 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 in 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 of 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.

STAFF FINDINGS:

As required by Section 17.20.050(D), City Staff has met with the applicant, and having reviewed the proposed annexation, has the following findings to report:

1. Potential demand for City facilities and services:

Total Area – 4.35 acres

Master Planned Culinary ERC – 7.76

Master Planned Pressurized Irrigation acres – 2.94 acres

Master Planned Sewer ERU – 7.76

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 of the General Plan required by the annexation:

The American Fork Land Use Plan, as identified in the General Plan, highlights the use of this parcel as a [Residential Low Density] designation. The Land Use designation informs the zoning that will be allocated to the property.

3. The identification of the distance from existing city utility lines to the boundary of the annexing property:

Culinary water abuts parcel.

Pressurized irrigation abuts the parcel. Pending pressurization of utility.

Sewer abuts the parcel.

4. Zoning required or recommended:

Staff recommends zoning as Planned Industrial PI-1

5. Distances to public schools, parks and shopping centers for traffic generated by the proposed land uses:

- Schools:
 - o American Fork High School: ~ 3.5 Miles
 - o American Fork Junior High: ~ 3.6 Miles
 - o Greenwood Elementary: ~ 1.7 Miles
- Parks:
 - o Boat Harbor: ~ 1.0 Miles
 - o Mountain Meadows: ~ 1.4 Miles
 - o Greenwood: ~ 1.8 Miles
 - o Rotary: ~ 1.4 Miles
- Planned Shopping Centers (SC-1 Zones):
 - o Eastern SC-1 Zone: ~ 1.49 Miles
 - o Western SC-1 Zone: ~ 1.49 Miles

6. Timetable for extending city provided utility lines and services to the area and how these services will be financed, if applicable:

Extension of city utilities will be driven by demand caused by growth/development. Minimum utility requirements will be paid by development with master planned upsizing paid through applicable impact fee funds.



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
APRIL 11, 2023**

Department Planning Director Approval Patrick O'Brien

AGENDA ITEM Review and action on an ordinance approving a Site Plan application for the Perfect Dress Project, located at 424 West Main Street, in the Central Commercial (CC-2) Zone.

SUMMARY RECOMMENDATION The application meets the requirements of Section 17.6.101 and the Planning Commission recommended approval on the March 22, 2023, Planning Commission meeting.

BACKGROUND The applicant is applying for Site Plan Approval for the Perfect Dress, for an improvement of a parking lot, located at 424 West Main Street. The proposal consists of 1 parcel for a parking lot and interior renovation of an existing building, the entire development parcel consists of approximately 0.80 acres. This was brought to Planning Commission for a recommendation to City Council for their improvements to the parking lot.

BUDGET IMPACT N/A

SUGGESTED MOTION Move to adopt the ordinance approving the Site Plan for the Perfect Dress Project, located at 424 West Main Street, in the Central Commercial (CC-2) Zone, with instructions to the City Recorder to withhold publication of the ordinance subject to all conditions identified in the public record of the March 22, 2023, Planning Commission meeting.

SUPPORTING DOCUMENTS

ThePerfectDress 03.22.2023 Unapproved PC Minutes (PDF)
 (2023.03.22 FOR PC) 22144_The Perfect Dress Plan Set_Signed_3-14-2023 (PDF)
 Perfect Dress - Site Plan Ordinance (DOCX)

UNAPPROVED MINUTES
03.22.2023

Jenny Peay seconded the motion. Voting was as follows:

| | |
|---------------------------|------------|
| Christine Anderson | AYE |
| Chris Christiansen | AYE |
| Rodney Martin | AYE |
| David Bird | AYE |
| Harold Dudley | AYE |
| Bruce Frandsen | AYE |
| Jenny Peay | AYE |

The motion Passed

ACTION ITEMS

- 1. Review and action on a Site Plan application for the Perfect Dress Project, located at 424 West Main Street, in the Central Commercial (CC-2) Zone.**

Cody Opperman reviewed the background information for action item number 1: The applicant is applying for a commercial Site Plan Approval for the Perfect Dress, for an improvement of a parking lot, located at 424 West Main Street. The proposal consists of 1 parcel for a parking lot and interior renovation of an existing building, the entire development parcel consists of approximately 0.80 acres. This has been brought to the Planning Commission for a recommendation to the City Council for their improvements to the parking lot. They will also be changing the use of this property from a photography studio to a bridal shop.

Chairwomen Anderson asked if there were any questions for Planning on this item.

Chairwomen Anderson asked the staff if there were any engineering concerns, Jeff Mortimer assured her any concerns have already been addressed by the applicant. Ms. Peay asked if the property drainage was one of the things that had been addressed by engineering, and Mr. Mortimer confirmed that it had already been

UNAPPROVED MINUTES
03.22.2023

addressed. Mr. Martin asked about the property being in need of more parking spots, and Mr. Opperman confirmed that the applicants' plans show more than the required number of parking spots.

David Bird motioned to recommend approval of the Site Plan application for the Perfect Dress Project, located at 424 West Main Street, in the Central Commercial (CC-2) Zone, subject to any conditions found in the Staff Report and recommended by the Fire Marshall.

Bruce Frandsen seconded the motion. Voting was as follows:

| | |
|---------------------------|------------|
| Christine Anderson | AYE |
| Chris Christiansen | AYE |
| Rodney Martin | AYE |
| David Bird | AYE |
| Harold Dudley | AYE |
| Bruce Frandsen | AYE |
| Jenny Peay | AYE |

The motion Passed

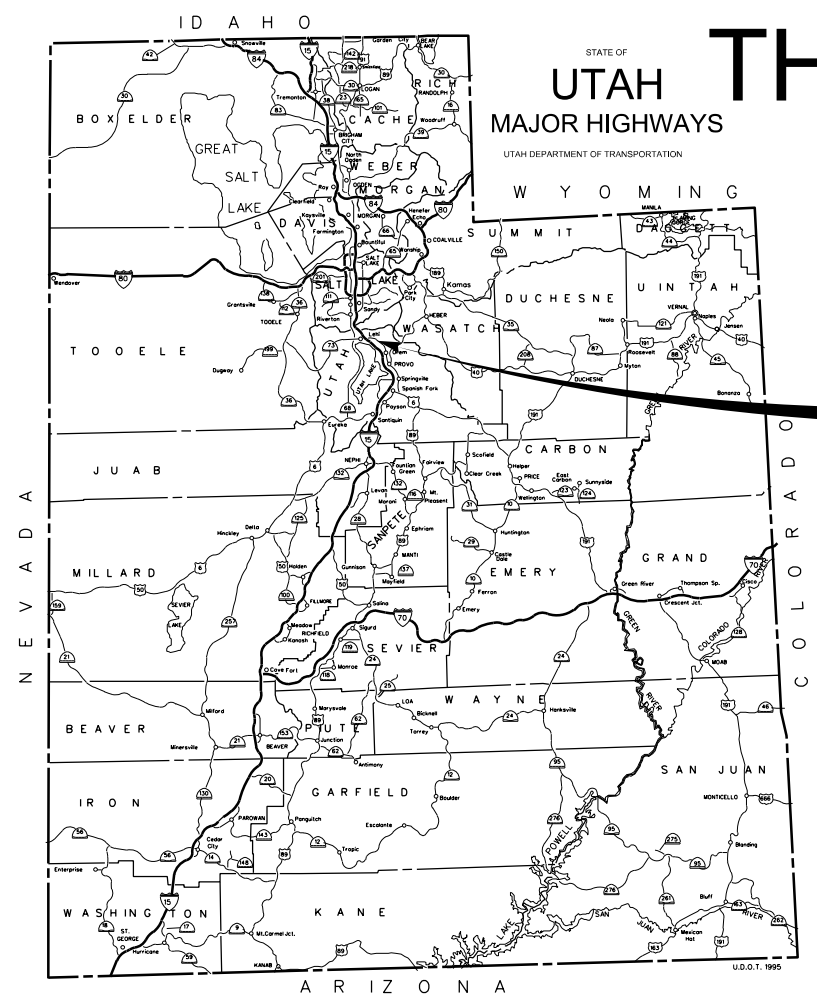
- 2. Review and action on an application for an accessory structure in excess of 1,000 square feet, located in the area of 33 East 100 North in the Residential (R4-7500) Zone.**

Cody Opperman reviewed the background information for action item number 2: The applicant is applying for site plan approval for the development of an accessory structure in the R4-7500 Zone, located at 33 E 100 N. The proposal consists of 1 parcel for an addition to an existing accessory structure. The entire development parcel consists of 0.30 acres. The accessory structure exceeds the 1000 square foot

U.S. Standard Units
(Inch-Pound Units)
ALL UNITS IN FEET UNLESS OTHERWISE NOTED

THE PERFECT DRESS PARKING LOT

424 WEST MAIN STREET
AMERICAN FORK, UT
22-100-307-00



PROJECT LOCATION

AMERICAN FORK UTILITY CONTACTS

- CULINARY WATER/P.I. JAY BREMS (801)763-3060
- SEWER/STORM DRAIN ASHTON HARDY (801)763-3060
- CITY INSPECTOR DEE HOWARD (801)763-3060
- SWPPP INSPECTOR HARLAN NIELSON (801)763-3060
- AMERICAN FORK FIRE MARSHAL MAT SACCO (801)763-3045
- T.S.S.D. DAVID BARLOW (801)756-5231
- AMERICAN FORK IRRIGATION COMPANY ERNIE JOHN (801)471-6576
- MITCHELL HOLLOW IRRIGATION CO. DALE JONES (801)768-8150
- ROCKY MOUNTAIN POWER TERIA WALKER (801)756-1310
- COMCAST ELYSIA VALDEZ (801)401-3017
- CENTURY LINK BILL WESTFALL (435)623-4252
- AMERICAN FORK FIBER KYLE PETERSON (801)400-2933
- DOMINION ENERGY TRENT JOHNSON (801)853-6548

No comments

American Fork City
Development Review
Committee

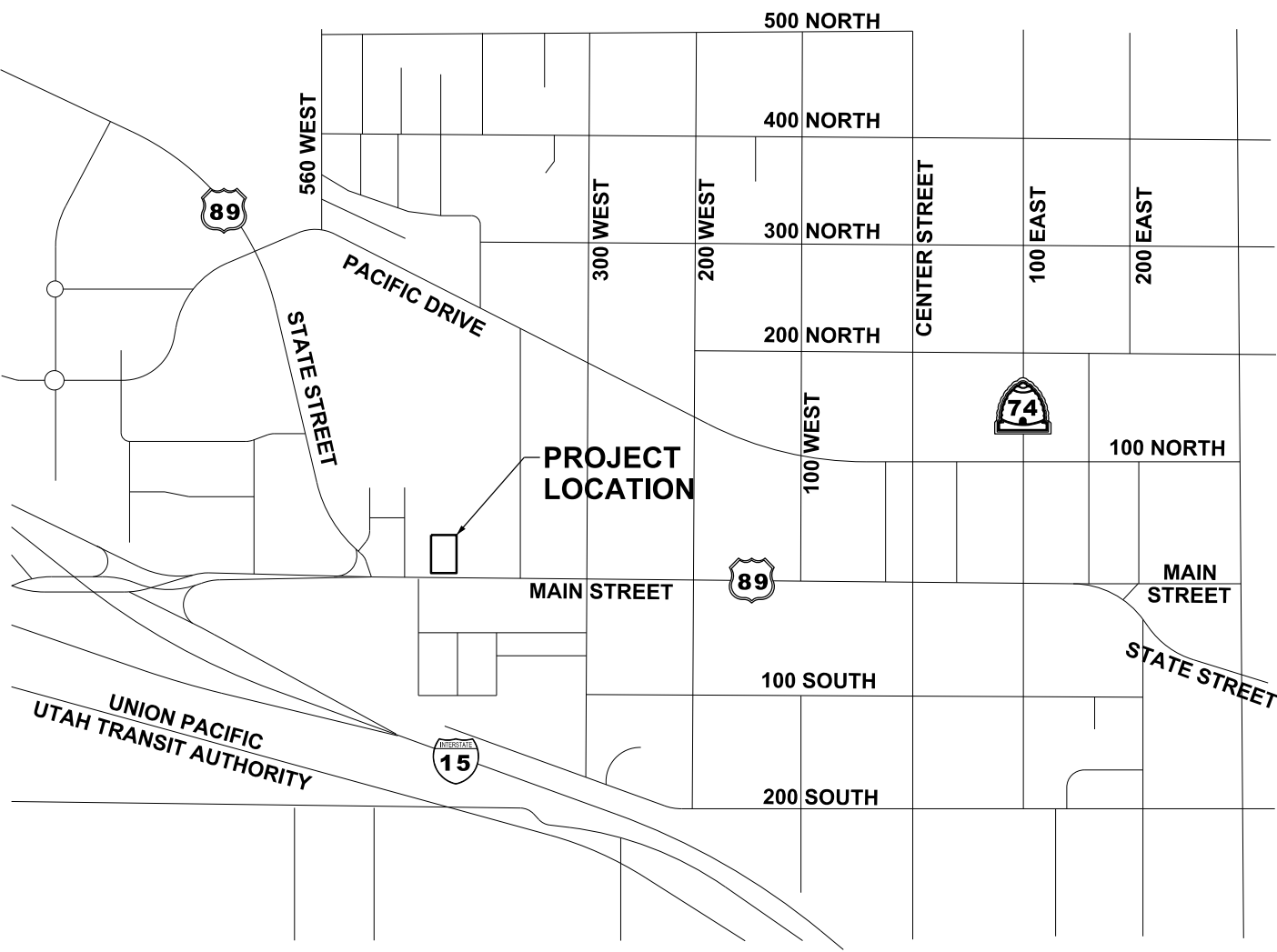
Planning and Zoning
Reviewed
COpperman 03/14/2023

Fire Department
Reviewed
M. Sacco 03/15/2023

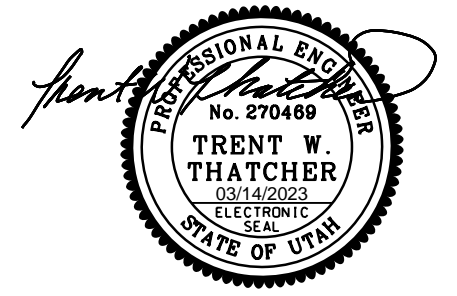
Engineering Division
Reviewed
jhsu 03/15/2023



| INDEX TO SHEETS | | |
|-----------------|-------------|---------------------------|
| SHEET NUMBER | # OF SHEETS | SHEET TITLE |
| 1 | 1 | TITLE & INDEX TO SHEETS |
| TS-01 | 1 | TYPICAL SECTION |
| RD-01 | 1 | ROADWAY |
| RD-02 | 1 | ADA RAMP AND SIGN DETAILS |
| UT-01 | 1 | UTILITY |
| DT-01 TO DT-02 | 2 | ROADWAY DETAIL |
| GR-01 TO GR-02 | 2 | GRADING |



THIS SEAL APPLIES TO ALL SHEETS CONTAINING THIS SIGNATURE



Know what's below.
Call 811 before you dig

BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC.
www.bluestakes.org
1-800-662-1111

pxt:\wils-px\bentley\com\wils-px\Documents\8100-TRM\Misc\Clients\22-100-307-00_The Perfect Dress Parking Lot_Design\drawing_files\Title_Sheet 3/14/2023

Attachment: (2023.03.22 FOR PC) 22144_The Perfect Dress Plan Set_Signed_3-14-2023 (The Perfect Dress Site Plan - 424 West Main Street)

10813 South River Front Parkway, Suite 475 South Jordan, UT 84095 Phone (801) 307-2845

WILSON & COMPANY
ENGINEERS & ARCHITECTS

THE PERFECT DRESS
434 MAIN STREET AMERICAN FORK UT

DRAWN BY
AAD

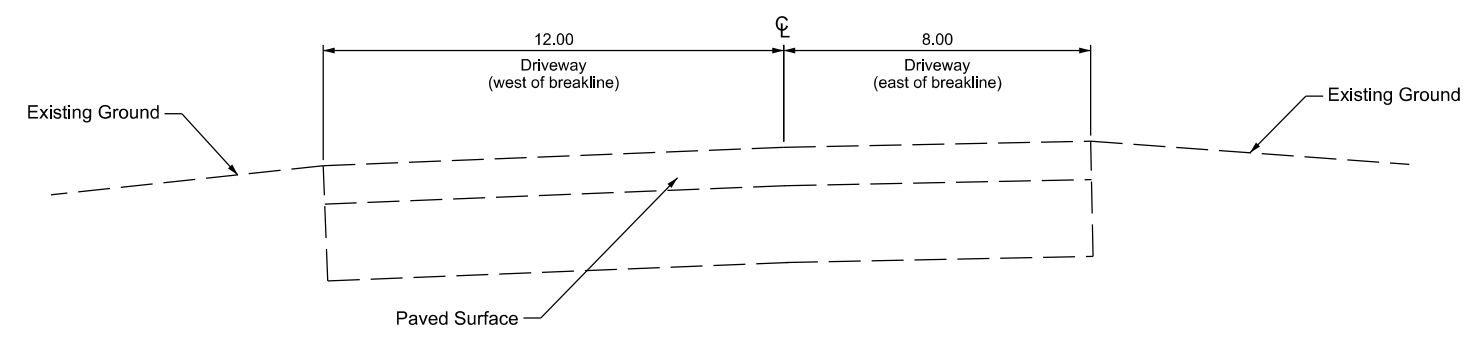
DATE
03/14/2023

APPROVED
[Signature]

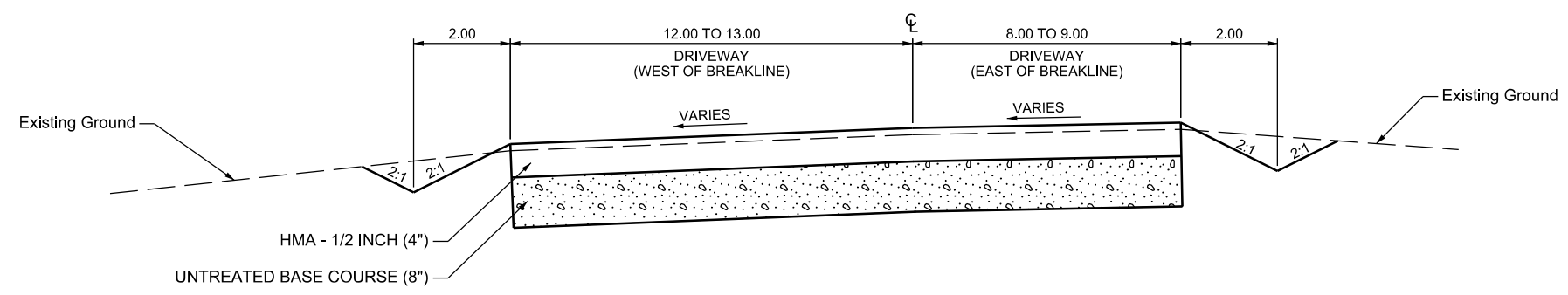
PROJECT
THE PERFECT DRESS
PARKING LOT DESIGN
AMERICAN FORK, UTAH

PROJECT NUMBER

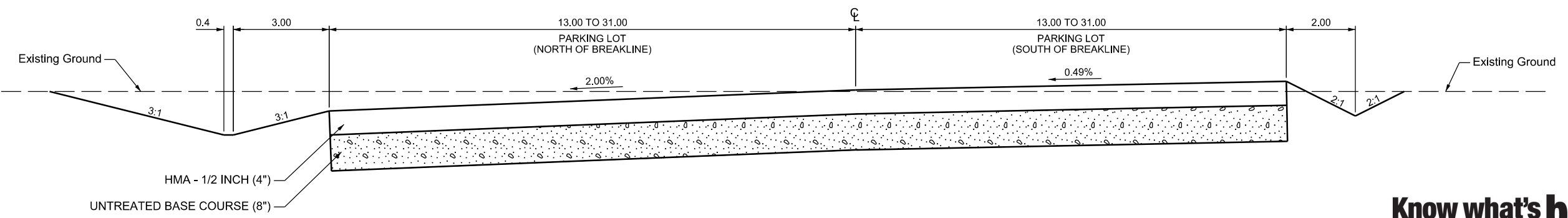
Attachment: (2023.03.22 FOR PC) 22144_The Perfect Dress Plan Set_Signed_3-14-2023 (The Perfect Dress Site Plan - 424 West Main Street)



Existing Section 1
Driveway



TYPICAL SECTION 1
DRIVEWAY



TYPICAL SECTION 2
PARKING LOT

Know what's below.
Call 811 before you dig.

Blue Stakes of UTAH 811
UTILITY NOTIFICATION CENTER, INC.
www.bluestakes.org
1-800-662-4111

3/14/2023 p:\wils\pwbentley\com\15\p\Documents\8100-TRN\Misc Clients\22-100-307-00_The Perfect Dress Parking Lot Design\drawing Files\Typical Section Sheet 01



10813 South River Front Parkway, Suite 475
 South Jordan, UT 84095
 Phone (801) 307-2845

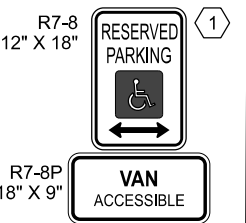
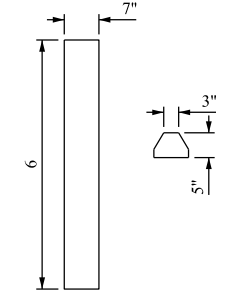
WILSON & COMPANY
 ENGINEERS & ARCHITECTS

THE PERFECT DRESS
 434 MAIN STREET AMERICAN FORK UT

APPROVED
 DRAWN BY AAD
 PROJECT NUMBER 2023110002

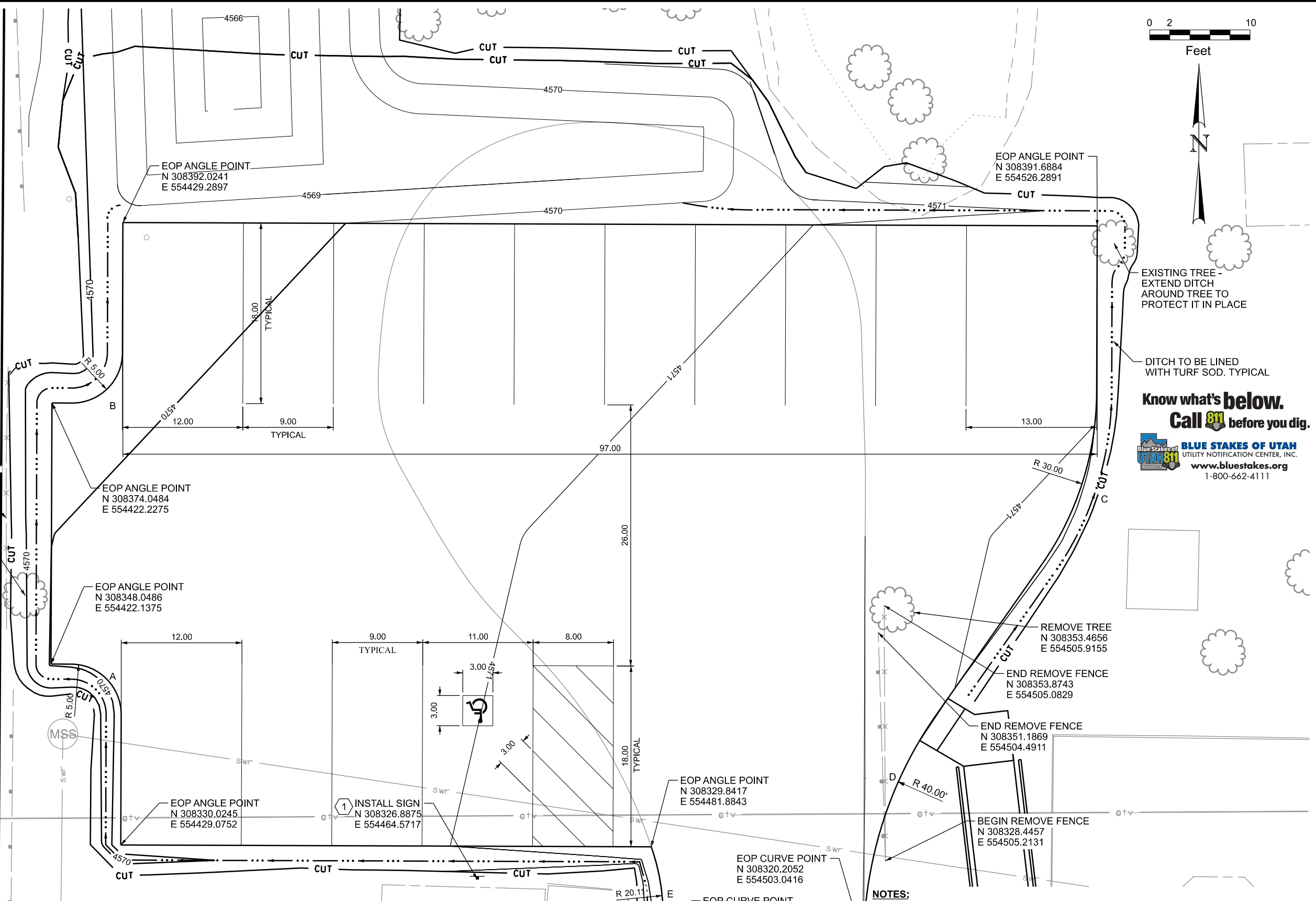
Attachment: (2023.03.22 FOR PC) 22144_The Perfect Dress Plan Set_Signed_3-14-2023 (The Perfect Dress Site Plan - 424 West Main Street)

PARKING BLOCK DETAIL



SIGN MOUNTING HEIGHT 60" MINIMUM
 EXISTING FENCE (PROTECT-IN-PLACE)
 EXISTING TREE - PROTECT IN PLACE

| CURVE | PC | | CC | | PT | | RADIUS |
|-------|-------------|-------------|-------------|-------------|-------------|-------------|--------|
| | NORTHING | EASTING | NORTHING | EASTING | NORTHING | EASTING | |
| A | 308348.0417 | 554424.1375 | 308346.5650 | 554427.6679 | 308343.0244 | 554429.1201 | 5.00 |
| B | 308379.0242 | 554429.2447 | 308375.4937 | 554427.7680 | 308347.0415 | 554424.2275 | 5.00 |
| C | 308375.1138 | 554526.2318 | 308366.1657 | 554524.8338 | 308357.9797 | 554520.7851 | 30.00 |
| D | 308320.2052 | 554503.0416 | 308332.1847 | 554504.9211 | 308343.0506 | 554510.3039 | 40.00 |
| E | 308329.8417 | 554481.8833 | 308325.1200 | 554482.9560 | 308320.2750 | 554482.8678 | 20.11 |
| F | 308329.8238 | 554487.0748 | 308321.3659 | 554485.2197 | 308314.1808 | 554480.3876 | 23.16 |



Know what's below.
Call 811 before you dig.
BLUE STAKES OF UTAH
 UTILITY NOTIFICATION CENTER, INC.
 www.bluestakes.org
 1-800-662-4111

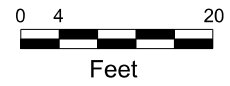
- NOTES:**
- SEE GR SHEET FOR GRADING DETAILS.
 - TOTAL COMMERCIAL FLOOR SPACE IS 3047 SQ. FT. ORDINANCE NO. 2020-07-35 AMENDING SEC 17.5.133 OFF-STREET PARKING STANDARDS OF AMERICAN FORK CITY CODE REQUIRES 3.5 PARKING STALLS PER 1000 SQ. FT. COMMERCIAL PROPERTY REQUIRED TO HAVE AT MINIMUM 11 PARKING STALLS. A TOTAL OF 14 PARKINGS STALLS ARE PROPOSED FOR THE PARKING LOT DESIGN WITH 1 PARKING STALL DESIGNATED FOR ACCESSIBLE PARKING.
 - PARKING STALLS TO BE STRIPED WITH WHITE PAINT AT 4 INCH WIDTH.
 - PARKING BLOCKS TO BE INSTALLED AT ALL PARKING STALLS.

3/14/2023 c:\w\p\ben\j\com\hills\p\Documents\8100-TRN\Misc Clients\22-100-307-00_The Perfect Dress Parking Lot Design\dr-dwg_1\asv\Roadwork_Sheet_01

10813 South River Front Parkway, Suite 475 South Jordan, UT 84095 Phone (801) 307-2845

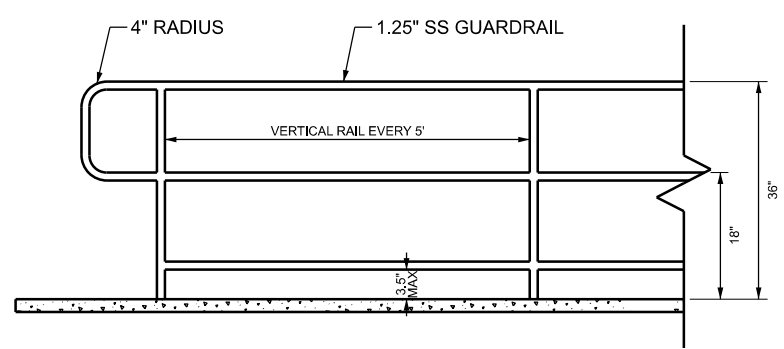
WILSON & COMPANY
ENGINEERS & ARCHITECTS

Attachment: (2023.03.22 FOR PC) 22144_The Perfect Dress Plan Set_Signed_3-14-2023 (The Perfect Dress Site Plan - 424 West Main Street)

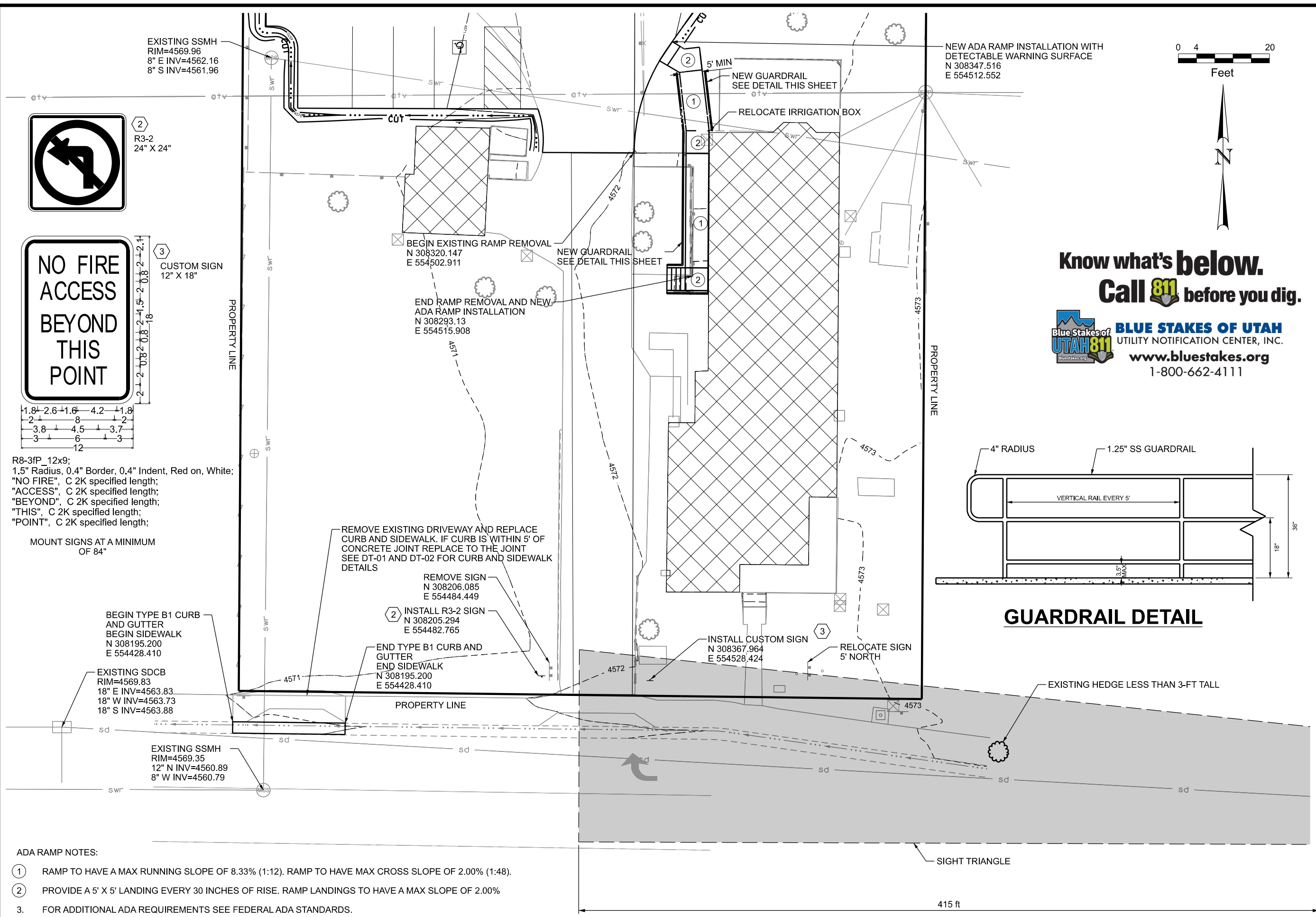


Know what's below.
Call 811 before you dig.

BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC.
www.bluestakes.org
1-800-662-4111



GUARDRAIL DETAIL



R3-2
24" X 24"



CUSTOM SIGN
12" X 18"

Sign dimensions table:

| | | | | |
|-----|-----|-----|-----|-----|
| 1.8 | 2.6 | 1.6 | 4.2 | 1.8 |
| 2 | 8 | 2 | | 2 |
| 3.8 | 4.5 | 3.7 | | |
| 3 | 6 | 3 | | |
| | 12 | | | |

R8-3FP 12x9;
1.5" Radius, 0.4" Border, 0.4" Indent, Red on, White;
"NO FIRE", C 2K specified length;
"ACCESS", C 2K specified length;
"BEYOND", C 2K specified length;
"THIS", C 2K specified length;
"POINT", C 2K specified length;

MOUNT SIGNS AT A MINIMUM OF 84"

REMOVE EXISTING DRIVEWAY AND REPLACE CURB AND SIDEWALK. IF CURB IS WITHIN 5' OF CONCRETE JOINT REPLACE TO THE JOINT SEE DT-01 AND DT-02 FOR CURB AND SIDEWALK DETAILS

REMOVE SIGN
N 308206.085
E 554484.449

INSTALL R3-2 SIGN
N 308205.294
E 554482.765

END TYPE B1 CURB AND GUTTER
END SIDEWALK
N 308195.200
E 554428.410

BEGIN TYPE B1 CURB AND GUTTER
BEGIN SIDEWALK
N 308195.200
E 554428.410

EXISTING SDCB
RIM=4569.83
18" E INV=4563.83
18" W INV=4563.73
18" S INV=4563.88

EXISTING SSMH
RIM=4569.35
12" N INV=4560.89
8" W INV=4560.79

PROPERTY LINE

PROPERTY LINE

ADA RAMP NOTES:

- 1 RAMP TO HAVE A MAX RUNNING SLOPE OF 8.33% (1:12). RAMP TO HAVE MAX CROSS SLOPE OF 2.00% (1:48).
- 2 PROVIDE A 5' X 5' LANDING EVERY 30 INCHES OF RISE. RAMP LANDINGS TO HAVE A MAX SLOPE OF 2.00%
- 3. FOR ADDITIONAL ADA REQUIREMENTS SEE FEDERAL ADA STANDARDS.
- 4. CONTRACTOR SHALL FIELD VERIFY THE ACCESSIBLE ROUTE FROM THE ACCESSIBLE PARKING TO THE ADA RAMP. THE ROUTE SHALL NOT EXCEED A 5% RUNNING SLOPE AND A 2% CROSS SLOPE.

THE PERFECT DRESS
434 MAIN STREET AMERICAN FORK UT

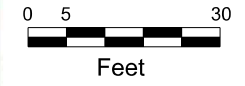
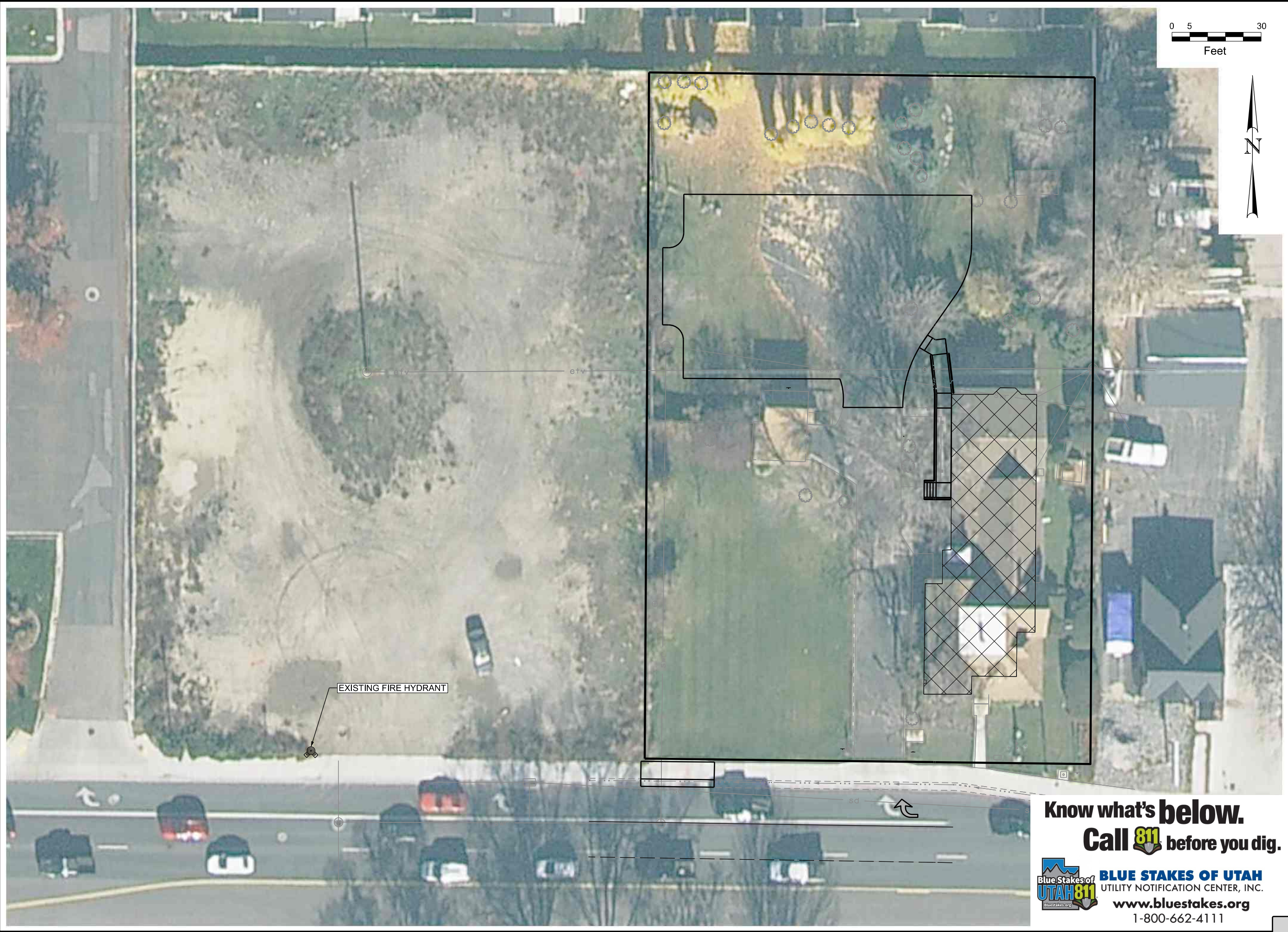
APPROVED
[Signature]

THE PERFECT DRESS
PARKING LOT DESIGN
AMERICAN FORK, UTAH

PROJECT
PROJECT NUMBER

3/14/2023 p:\w\p\clients\22-100-307-00_The Perfect Dress Parking Lot Design\dr-asing_files\Roadway_Sheet_02

3/14/2023 p:\wilsobentley.com\wilsobentley.com\Documents\8100-TRN\Misc Clients\22-100-307-00.The Perfect Dress Parking Lot Design\drawing_files\22144_UT-01



Know what's below.
Call 811 before you dig.



BLUE STAKES OF UTAH
 UTILITY NOTIFICATION CENTER, INC.
www.bluestakes.org
 1-800-662-4111

| | | | |
|----------------|--|---------------------|--|
| PROJECT | | THE PERFECT DRESS | |
| PROJECT NUMBER | | PARKING LOT DESIGN | |
| APPROVED | | AMERICAN FORK, UTAH | |
| DRAWN BY | | ADD | |
| DATE | | LOC | |
| APPROVED | | DATE | |

THE PERFECT DRESS
 434 MAIN STREET AMERICAN FORK UT
 APPROVED: *[Signature]* 03/14/2023
 DRAWN BY: [Blank] ADD: [Blank]

Attachment: (2023.03.22 FOR PC) 22144_The Perfect Dress Plan Set_Signed_3-14-2023 (The Perfect Dress Site Plan - 424 West Main Street)

4.6.b

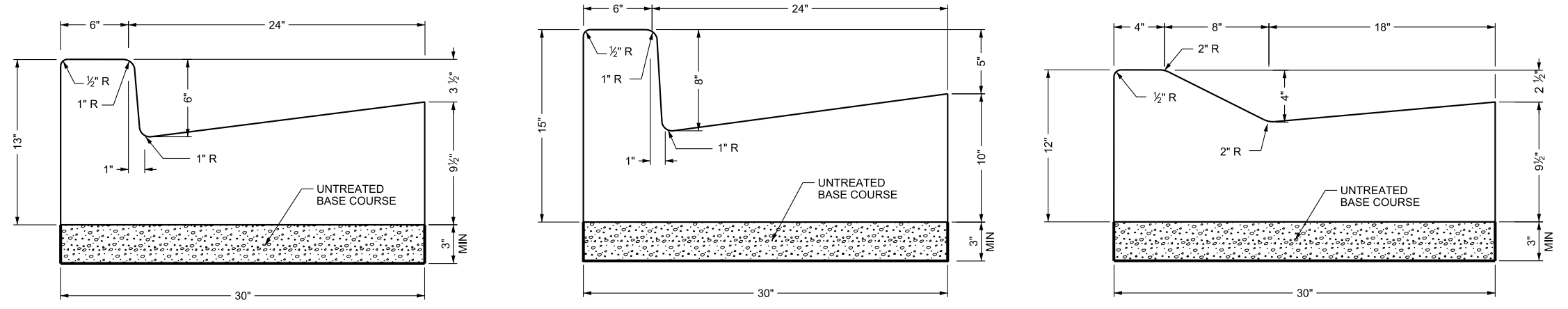
WILSON & COMPANY
 ENGINEERS & ARCHITECTS

10813 South River Front Parkway, Suite 475
 South Jordan, UT 84095
 Phone (801) 307-2845

10813 South River Front Parkway, Suite 475 South Jordan, UT 84095 Phone (801) 307-2845

WILSON & COMPANY
ENGINEERS & ARCHITECTS

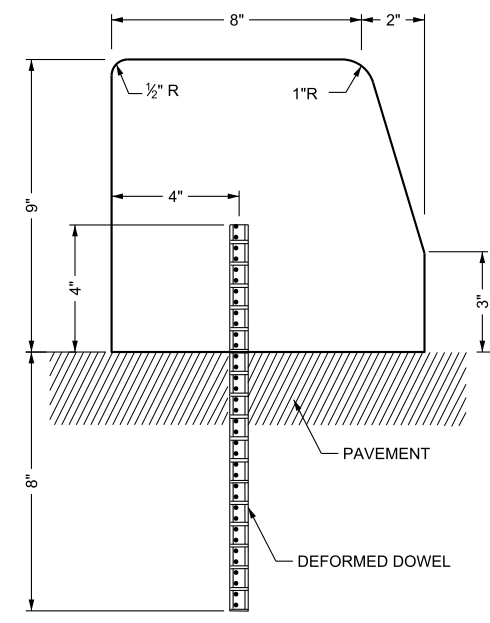
Attachment: (2023.03.22 FOR PC) 22144_The Perfect Dress Plan Set_Signed_3-14-2023 (The Perfect Dress Site Plan - 424 West Main Street)



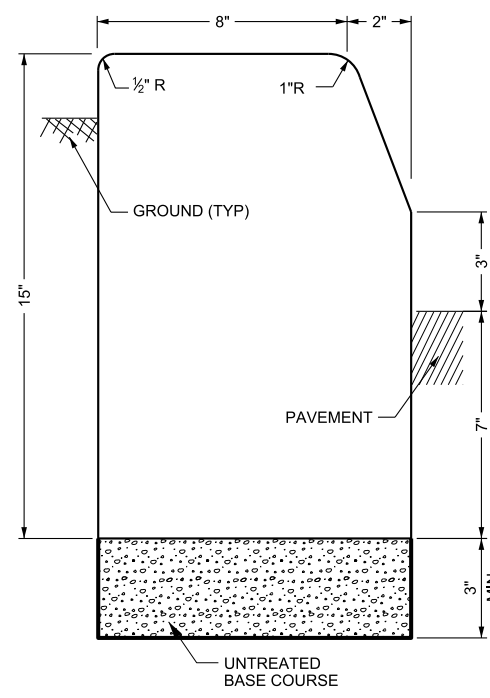
TYPE B1 CURB & GUTTER
AREA = 1.929 SQ FT

TYPE B2 CURB & GUTTER
AREA = 2.059 SQ FT

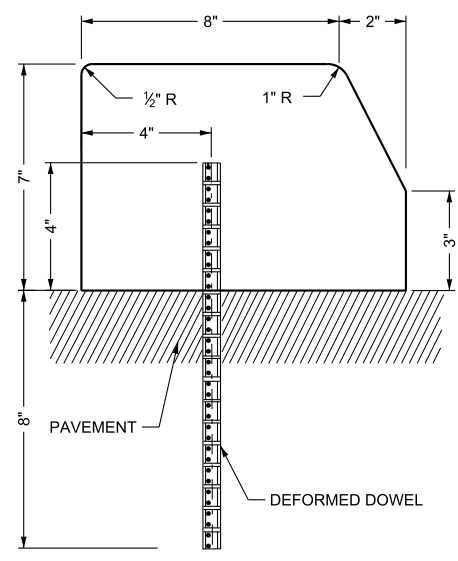
TYPE M1 CURB & GUTTER
AREA = 1.982 SQ FT



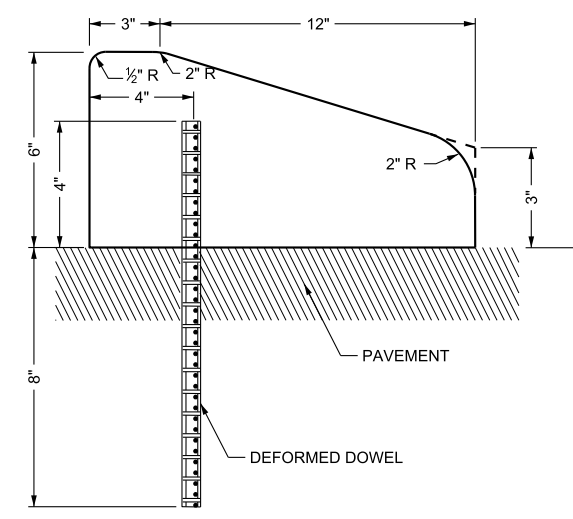
TYPE B3 CURB
AREA = 0.580 SQ FT



TYPE B4 CURB
AREA = 1.033 SQ FT



TYPE B5 CURB RAISED MEDIAN
AREA = 0.490 SQ FT



TYPE M2 CURB
AREA = 0.484 SQ FT

- NOTES:**
- USE 3/8 INCH DEFORMED DOWELS ON 5 FT MAXIMUM CENTERS.
 - PRECAST CURBS:
 - MINIMUM OF 10 FT IN LENGTH.
 - DOWELS AT A MINIMUM OF 3 PER 10 FT LENGTH.
 - INCLUDE ADEQUATE REINFORCING STEEL TO WITHSTAND HANDLING STRESSES.
 - MEASURE CURB HEIGHT VERTICALLY FROM THE FLOW LINE OF THE GUTTER TO TOP BACK OF CURB.
 - REFER TO STD DWG GW 2B FOR CURB AND GUTTER AT ADA ACCESSES.

| REVISIONS | | | |
|-----------|---------|-------|---|
| NO. | DATE | APPR. | REMARKS |
| 2 | 1/6/17 | VAN | REMOVED DESIGN ONLY NOTES |
| 1 | 8/31/17 | CGW | LEVELLED BOTTOM OF CURB AND GUTTER SECTIONS |

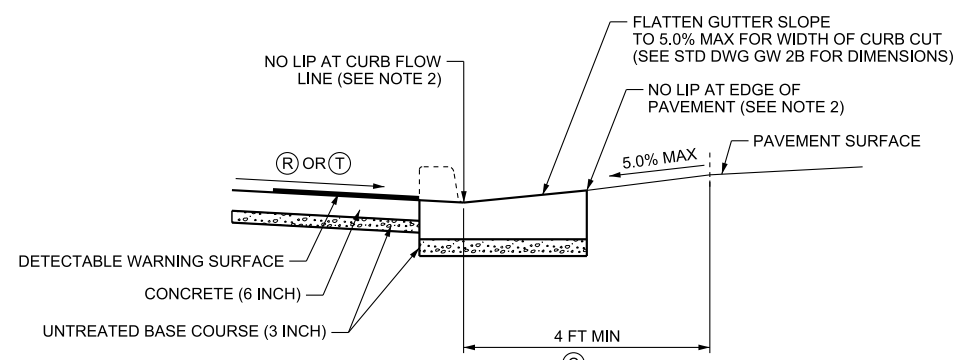
| | | |
|---|--|------|
| UTAH DEPARTMENT OF TRANSPORTATION STANDARD DRAWINGS FOR ROAD AND BRIDGE CONSTRUCTION SALT LAKE CITY, UTAH | | DATE |
| RECOMMENDED FOR APPROVAL | | DATE |
| CHAIRMAN STANDARDS COMMITTEE | | DATE |
| APPROVED | | DATE |
| 2023 Standard Drawing | | DATE |
| STANDARD DRAWING TITLE | | DATE |

| | |
|--------------------------------|-------|
| CONCRETE CURB AND GUTTER TYPES | |
| STD. DWG. NO. | GW 2A |

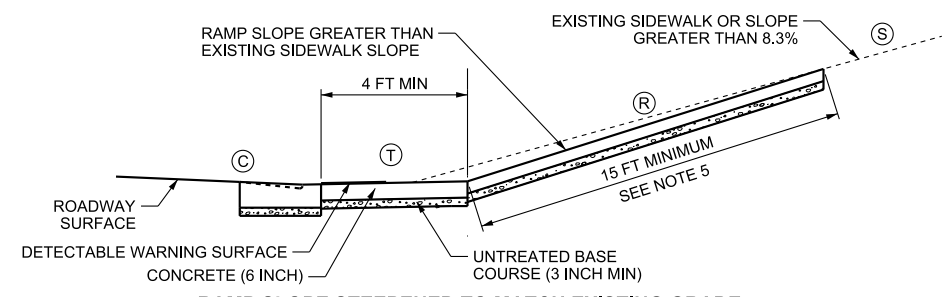
| | |
|----------------|---------------------|
| PROJECT | THE PERFECT DRESS |
| PROJECT NUMBER | PARKING LOT DESIGN |
| APPROVED | AMERICAN FORK, UTAH |
| DRAWN BY | ADD |
| LOC. | OC |

Know what's below.
Call 811 before you dig.

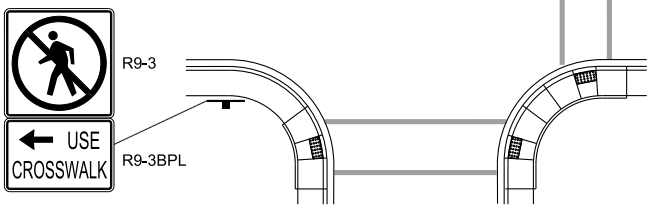
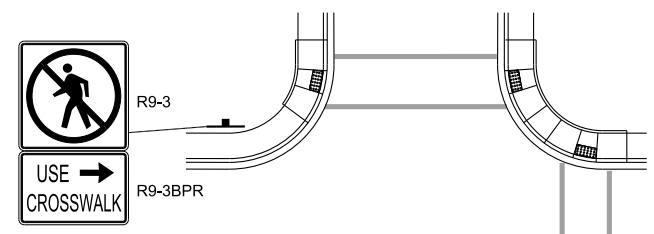
BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC.
www.bluestakes.org
1-800-662-4111



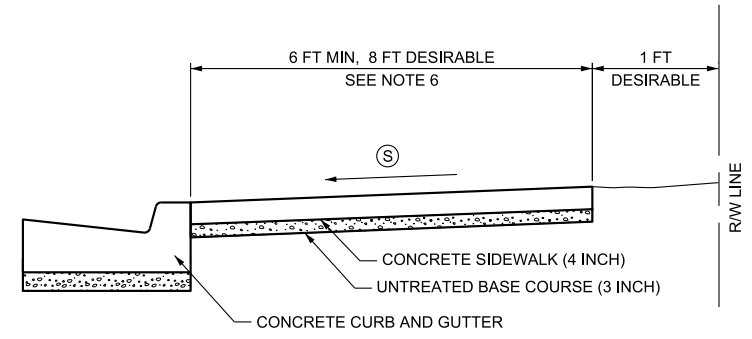
CLEAR SPACE DETAIL A



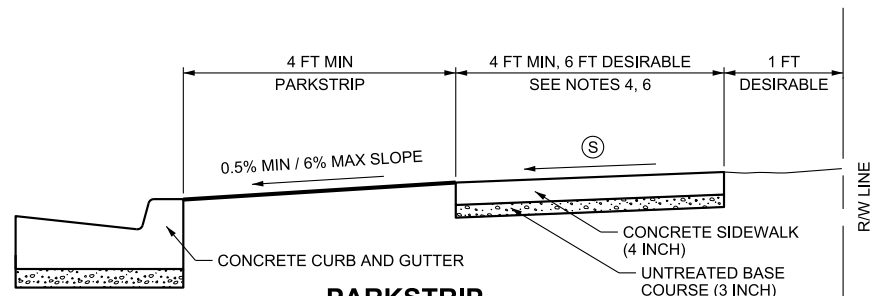
RAMP RUNNING SLOPE EXCEPTION DETAIL D



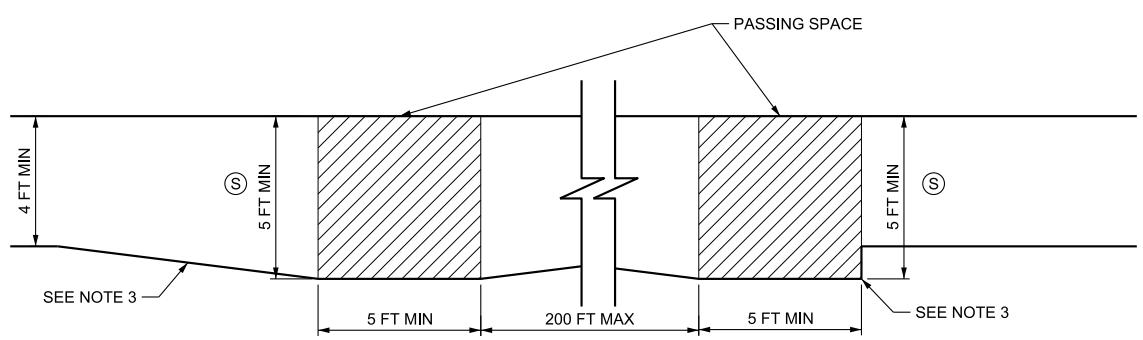
SIGNING FOR PROHIBITED PEDESTRIAN CROSSING DETAIL B



NO PARKSTRIP DETAIL E



PARKSTRIP DETAIL F



PASSING SPACE DETAIL C
SEE NOTE 4

NOTES:

- REFER TO STD DWG PA 1 FOR DIMENSION TABLE AND GENERAL NOTES.
- SEE STD DWG PA 1, NOTE 6 FOR VERTICAL DIFFERENCE ALLOWANCES OR TREATMENTS.
- FLARE AT A RATE EQUAL TO THE PANEL WIDTH TO ALLOW TRANSITIONS ACROSS WHOLE PANELS WHEN A TAPER RATE IS USED TO TRANSITION FROM AND TO A PASSING SPACE. USE A 5:1 FLARE RATE FOR A 5 FT WIDE SIDEWALK FOR EXAMPLE. TAPER RATE MAY BE MODIFIED OR OMITTED WHERE SITE CONDITIONS PROHIBIT USE.
- SIDEWALK WIDTH IS EXCLUSIVE OF THE WIDTH OF THE CURB. PROVIDE 5 FT X 5 FT PASSING SPACES AT 200 FT MAX. INTERVALS WHERE SIDEWALK WIDTH IS LESS THAN 5 FT (PROWAG R302.3 - R302.4), DRIVEWAYS AND OTHER PAVED AREAS MAY BE USED AS A PASSING SPACE WHERE A MINIMUM 5 FT WIDE AREA MEETING SIDEWALK REQUIREMENTS IS PROVIDED.
- WHEN THE SIDEWALK OR STREET SLOPE IS GREATER THAN 8.3% AND THE 8.3% MAXIMUM RAMP RUNNING SLOPE CAN NOT BE MET IN 15 FT OF THE ADJACENT TURNING SPACE EDGE, THEN STEEPEN THE RAMP FOR AT LEAST 15 FEET OR TO THE NEXT FURTHER JOINT BEYOND 15 FEET (PROWAG R304.2.2, R304.3.2). THIS WILL RESULT IN THE RAMP RUNNING SLOPE EXCEEDING THE ORIGINAL SIDEWALK OR STREET SLOPE ABOVE 8.3% AND IS ACCEPTABLE. WHERE THE SIDEWALK IS ATTACHED TO THE CURB AND GUTTER, ADJUST THE CURB HEIGHT TO MATCH THE SURFACE ELEVATION OF THE STEEPENED RAMP.
- THE FOLLOWING MINIMUM WIDTHS ARE REQUIRED FROM BACK OF CURB TO BACK OF SIDEWALK AT DRIVEWAY LOCATIONS TO MEET GRADING REQUIREMENTS:
- TYPE B1 CURB AND GUTTER: 7.67 FT
- TYPE B2 CURB AND GUTTER: 9.75 FT
- TYPE M2 CURB AND GUTTER: 5.08 FT

| NO. | DATE | APPR. | REMARKS |
|-----|---------|-------|---|
| 1 | 2/22/18 | CSW | NEW DRAWING |
| 2 | 2/28/19 | CSW | REVISION FOR UTBC AND CONCRETE REVISED, REFERENCE IN D OF UPDATED |
| 3 | 2/17/22 | TRE | UPDATED RAMP RUNNING SLOPE DETAIL, NOTE 5, AND CLEAR SPACE DETAIL |

| | |
|---|------|
| UTAH DEPARTMENT OF TRANSPORTATION STANDARD DRAWINGS FOR ROAD AND BRIDGE CONSTRUCTION SALT LAKE CITY, UTAH | DATE |
| RECOMMENDED FOR APPROVAL | DATE |
| CHAIRMAN STANDARDS COMMITTEE | DATE |
| APPROVED | DATE |
| DEPUTY DIRECTOR | DATE |

| | |
|---------------------------|------------------------|
| PEDESTRIAN ACCESS DETAILS | STANDARD DRAWING TITLE |
| PA 3 | STD. DWG. NO. |

3/14/2023 p:\w\l\p\berntley\com\p\Documents\8100-TRN\Misc Clients\22-100-307-00_The Perfect Dress Parking Lot Design\drawing_files\Details Sheet_01.dgn File On Standards\SpecSection\2023 Standards (pub. Spring 2023)\Electronic Books\Master Drawings\Drawings\PA 03.dgn

Know what's below.
Call 811 before you dig.

Blue Stakes of Utah
UTILITY NOTIFICATION CENTER, INC.
www.bluestakes.org
1-800-662-4111

10813 South River Front
Parkway, Suite 475
South Jordan, UT 84095
Phone (801) 307-2845

**WILSON
& COMPANY**
ENGINEERS & ARCHITECTS

THE PERFECT DRESS
434 MAIN STREET AMERICAN FORK UT

APPROVED

PROJECT
THE PERFECT DRESS
PARKING LOT DESIGN
AMERICAN FORK, UTAH

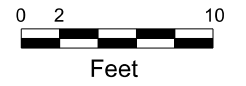
PROJECT
NUMBER

DRAWN BY
AAD

OC

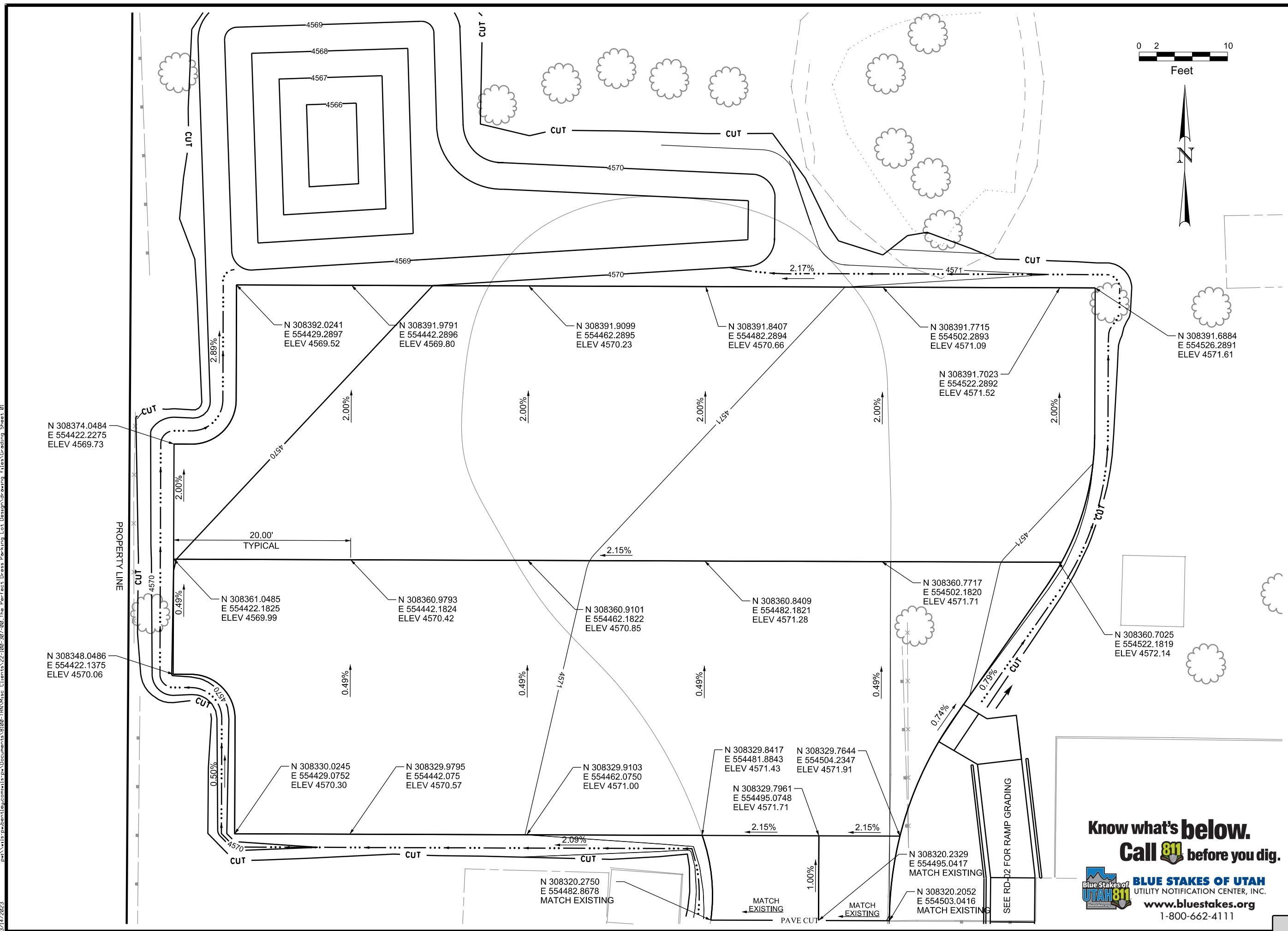
[Signature]

Attachment: (2023.03.22 FOR PC) 22144_The Perfect Dress Plan Set_Signed_3-14-2023 (The Perfect Dress Site Plan - 424 West Main Street)



**Know what's below.
Call 811 before you dig.**

Blue Stakes of Utah
UTILITY NOTIFICATION CENTER, INC.
www.bluestakes.org
1-800-662-4111



3/14/2023 p:\wils\pwbentley\com\hills\p\Documents\8100-TRN\Misc Clients\22-100-307-00_The Perfect Dress Parking Lot Design\Grading Files\Grading Sheet_01

10813 South River Front Parkway, Suite 475 South Jordan, UT 84095 Phone (801) 307-2845

WILSON & COMPANY
ENGINEERS & ARCHITECTS

THE PERFECT DRESS
434 MAIN STREET AMERICAN FORK UT

APPROVED

THE PERFECT DRESS
PARKING LOT DESIGN
AMERICAN FORK, UTAH

PROJECT
PROJECT NUMBER

DRAWN BY ABC
OC

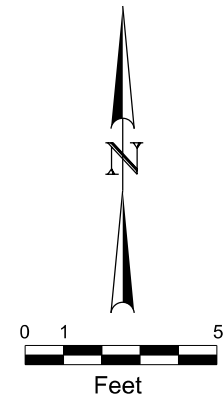
[Signature]
03/14/2023

Attachment: (2023.03.22 FOR PC) 22144_The Perfect Dress Plan Set_Signed_3-14-2023 (The Perfect Dress Site Plan - 424 West Main Street)

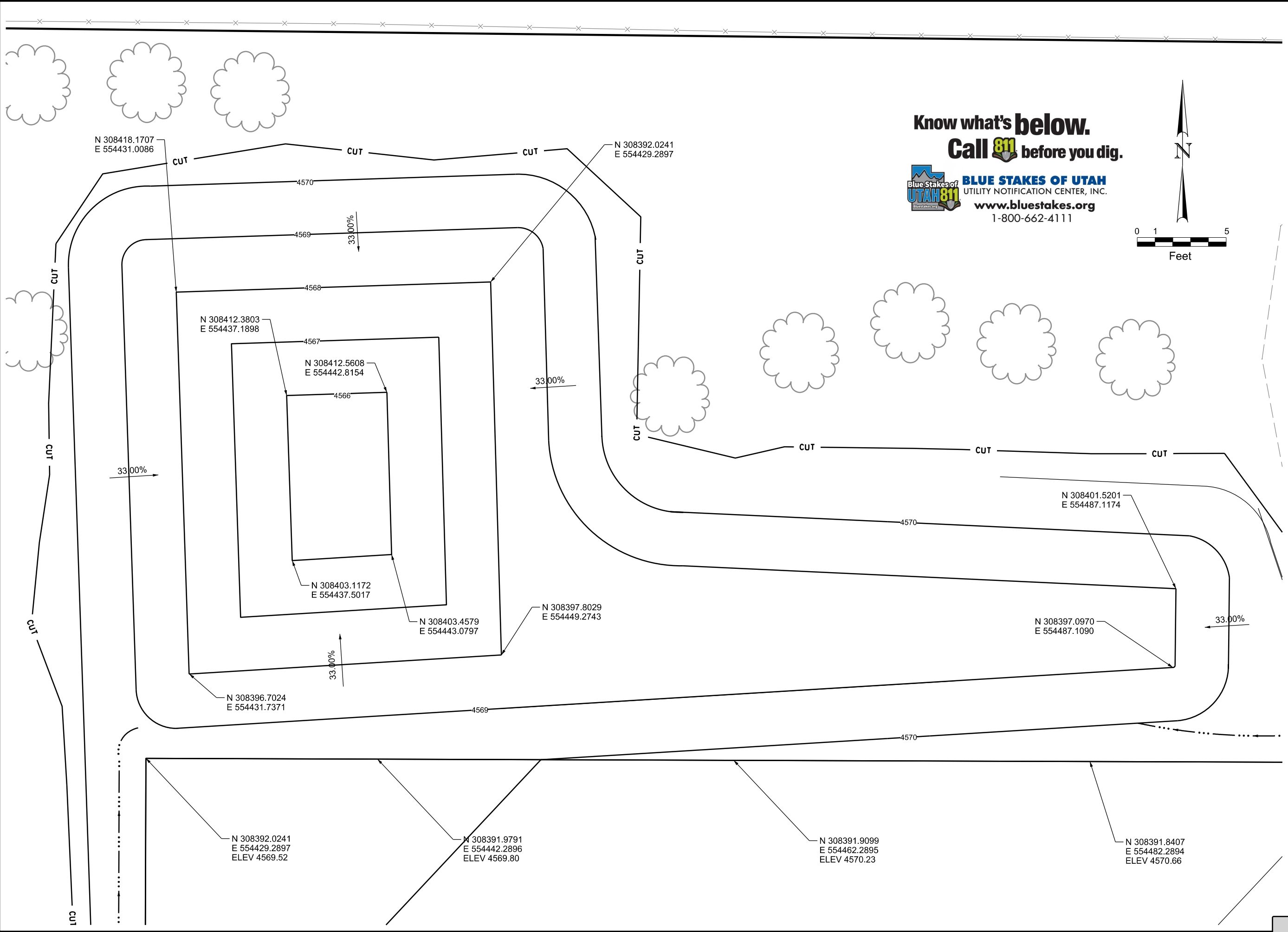
Know what's below.
Call 811 before you dig.



BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC.
www.bluestakes.org
1-800-662-4111



3/14/2023 p:\wils\pwbentley\com\wils\p\Documents\8100-TRN\Misc Clients\22-100-307-00_The Perfect Dress Parking Lot Design\drawing_files\Grading_Sheet_021.Plot



ORDINANCE NO. _____

AN ORDINANCE APPROVING A SITE PLAN FOR THE PERFECT DRESS PROJECT, LOCATED AT 424 WEST MAIN STREET, IN THE CENTRAL COMMERCIAL (CC-2) ZONE.

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;

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

PART I

DEVELOPMENT APPROVED – ZONE MAP AMENDED

- A. The site plan for the Perfect Dress Project, located at 424 West Main Street, American Fork, Utah, as set forth in Attachment A, is hereby approved.
- B. Said plans are hereby adopted as an amendment to the Official Zone Map and territory included in the Plans are hereby designated as Large Scale Development Overlay Zone _____.
- C. Said plans shall hereafter constitute the zone requirements applicable within the property so described.

PART II

ENFORCEMENT, PENALTY, SEVERABILITY, EFFECTIVE DATE

- A. Hereafter, these amendments shall be construed as part of the Zoning Ordinance of American Fork, Utah, to the same effect as if originally a part thereof, and all provisions of said Ordinance shall be applicable thereto including, but not limited to, the enforcement, violation, and penalty provision thereof.
- B. All ordinances, or resolutions, or parts thereof, in conflict with the provisions of this ordinance are hereby repealed.
- C. This ordinance shall take effect upon its passage and posting as required by state law.

PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF AMERICAN FORK, UTAH, THIS 11TH DAY OF APRIL 2023.

Bradley J. Frost, Mayor

ATTEST:

Terilyn Lurker, City Recorder

Attachment: Perfect Dress - Site Plan Ordinance (The Perfect Dress Site Plan - 424 West Main Street)



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
APRIL 11, 2023**

Department Planning Director Approval Patrick O'Brien

AGENDA ITEM Review and action on a final plat for Meadowbrook Plat A seeking approval of a final plat consisting of 14 lots, located in the area of 620 South 850 West, in the Transit Oriented Development Zone.

SUMMARY RECOMMENDATION Planning Commission has recommend approval with conditions for the final plat on the December 7th, 2022 Planning Commission Meeting.

BACKGROUND The applicant is applying for a Final Plat approval for Meadowbrook Plat A, located in the area of 620 South 850 West in the TOD Zone. The proposal consists of 14 lots for a multi-staged development intended for single family townhomes. The development area consists of 1.08 acres. Meadowbrook Plat A will be located within the Garden District - Edge District in the Transit Oriented Development Overlay Zone. Due to the development being in a neighborhood edge, lower density is permitted to transition out of the higher density designations located closer to the Frontrunner Station.

BUDGET IMPACT N/A

SUGGESTED MOTION Move to adopt the final plat for Meadowbrook Plat A, located in the area of 620 South 850 West, in the Transit Oriented Development (TOD) Zone, with instructions to the City Recorder to withhold recording of the plat subject to all conditions identified in the public record of the December 7th, 2022, Planning Commission meeting.

SUPPORTING DOCUMENTS

(2022.12.01 UPDATED) MB BLOCK 1 PLAT A-11-30-2022 (PDF)

12.07.2022 - APPROVED PC Minutes - Meadowbrook Plat A-B (PDF)
COMMENTS UPDATED (2023.04.06) MB BLOCK 1 PLAT A 3-9-2023 (PDF)

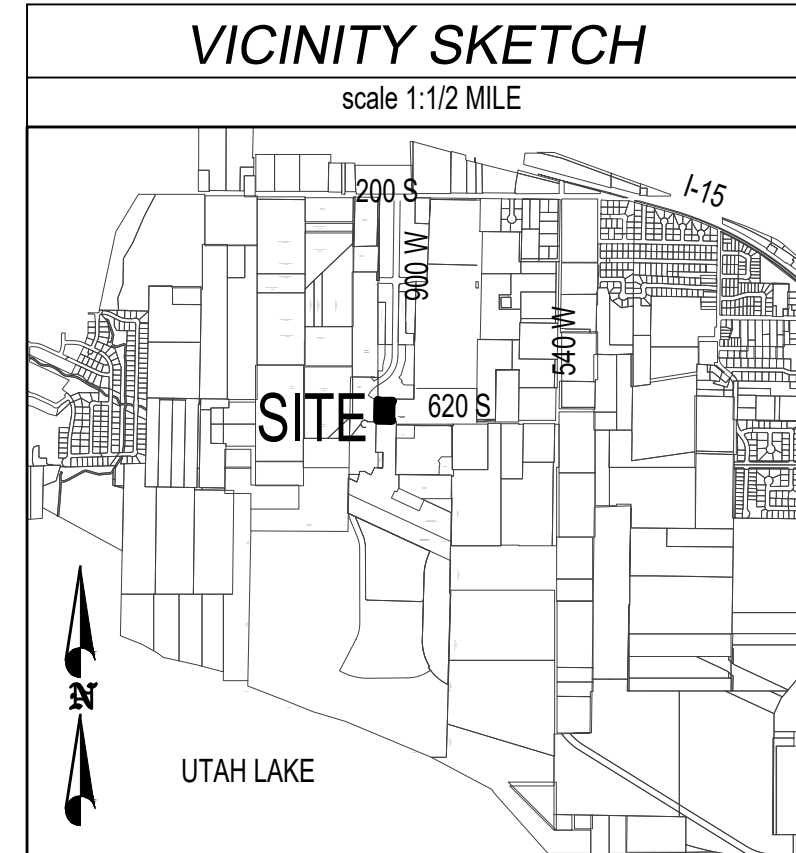
Next Step
Revise and Resubmit based off comments made from staff

MEADOWBROOK TOD PLAT A
A TRANSIT-ORIENTED DEVELOPMENT
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22
TOWNSHIP 5 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN.
AMERICAN FORK CITY, UTAH COUNTY, UTAH

is this same name as Meadowbrook TOD Phase 1A Block 1 Plat?

LEGEND

- SECTION CORNER
- PROPERTY CORNER
- SUBDIVISION MONUMENT
- BOUNDARY LINE
- CENTER LINE
- EASEMENT LINE
- FIRE HYDRANT
- STREET LIGHT
- PRIVATE AREA
- COMMON COMMON AREA (P.U.E. & USES AS SPECIFIED)



TABULATIONS

| | |
|-------------------------|---------------|
| DEVELOPMENT AREA | 1.09 AC |
| EXISTING ZONING | BLOCK TYPE 3 |
| LAND USE: | TOD |
| FLOOD ZONE DESIGNATION: | X |
| FIRM MAP PANEL #: | 49049C0306F |
| EFFECTIVE DATE: | JUNE 19, 2020 |

CURVE TABLE

| CURVE | RADIUS | LENGTH | DELTA | CHORD | BEARING |
|-------|--------|--------|-----------|-------|-------------|
| C1 | 178.00 | 70.76 | 22°46'31" | 70.29 | S78°38'11"E |
| C2 | 15.00 | 23.30 | 89°00'48" | 21.03 | S45°28'10"W |
| C3 | 15.00 | 23.56 | 89°59'39" | 21.21 | S44°02'03"E |
| C4 | 15.00 | 23.56 | 90°00'21" | 21.21 | N45°57'57"E |
| C5 | 13.00 | 20.42 | 90°00'18" | 18.40 | N44°05'56"W |
| C6 | 13.00 | 20.46 | 90°09'24" | 18.41 | N45°59'18"E |
| C7 | 178.00 | 33.37 | 10°44'30" | 33.32 | S72°37'11"E |
| C8 | 178.00 | 21.22 | 06°49'46" | 21.20 | S81°24'19"E |
| C9 | 178.00 | 16.17 | 05°12'14" | 16.16 | S87°25'19"E |
| C10 | 15.00 | 23.82 | 90°59'12" | 21.40 | S44°31'50"E |

NOTES

- IT IS HEREBY STATED, UNDERSTOOD, AND DEDICATED THAT ALL UNITS HAVE A CROSS-EASEMENT WITHIN THE EXTERIOR WALLS, ATTIC SPACE, ALL COMMON DIVISION WALLS, AND BELOW THE BOTTOM FLOOR FOR THE PLACEMENT OF NECESSARY UTILITIES TO SERVE ADJACENT UNITS WITHIN A GIVEN BUILDING SHELL. IF THE ABOVE EASEMENT IS NOT UTILIZED DURING THE INITIAL BUILDING CONSTRUCTION FOR THE FIRST OCCUPANCY, THE EASEMENT SHALL BE VACATED WHERE FURTHER USE WOULD CAUSE AN ADJACENT OWNER RECONSTRUCTION FOR PLACEMENT OF AN ADDITIONAL UTILITY NOT ALREADY CONTAINED WITHIN THE SHELL. THERE SHALL BE NO VACATION OF THIS COMMON AREA AND CROSS-EASEMENT IN THE CASE OF ANY NECESSARY STRUCTURAL REMEDIATION OR REPAIRS TO UTILITIES ALREADY IN PLACE WITHIN A GIVEN AREA DEFINED HEREIN.
- NO SPECIFIC BUILDING PLAN IS INCLUDED WITH THE UNIT AREAS DEFINED ON THE PLAN. THESE PRIVATE UNIT AREAS CONTAIN NO OTHER ENCUMBRANCES THAN THOSE STATED WITHIN THE NOTES OR IN THE CC&R'S.
- OFFSET-PINS TO BE PLACED IN THE BACK OF THE CURB AND 5/8" BY 24" REBAR WITH NUMBERED SURVEY CAP TO BE PLACED AT ALL LOTS REAR CORNERS PRIOR TO OCCUPANCY.
- BUILDING PERMITS WILL NOT BE ISSUED FOR ANY HOME UNTIL 1) ASPHALT PAVING IS INSTALLED AND 2) FIRE HYDRANTS ARE INSTALLED, APPROVED BY THE FIRE MARSHAL AND CHARGED WITH CULINARY WATER.
- LOWEST FLOOR SLAB ELEVATION MUST BE A MINIMUM OF 3 FEET ABOVE WATER LEVEL MEASURED DURING SPRING SEASON.

RESERVATION OF COMMON AREAS

THE OWNER, IN RECORDING THIS PLAT ("THE DEVELOPMENT") HAS DESIGNATED CERTAIN AREAS OF THE DEVELOPMENT AS COMMON AREAS, INTENDED FOR THE OWNERS OF MEADOWBROOK TOD FOR INGRESS, EGRESS, RECREATIONAL AND OTHER RELATED USES AS SET FORTH IN THE DECLARATION OF PROTECTIVE EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS ("THE DECLARATION") PERTAINING TO THE DEVELOPMENT. THE DESIGNATED AREAS ARE NOT INTENDED, NOR ARE THEY DEDICATED, FOR USE BY THE GENERAL PUBLIC, BUT ARE RESERVED FOR THE COMMON USE AND ENJOYMENT OF THE OWNERS IN THE DEVELOPMENT, AS MORE FULLY PROVIDED IN THE DECLARATION RECORDED CONCURRENTLY WITH THE PLAT IN THE OFFICIAL RECORDS OF UTAH COUNTY, UTAH.

PUBLIC UTILITY EASEMENTS

IN ADDITION TO THE PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT, ALL COMMON AND LIMITED COMMON AREAS ARE PUBLIC UTILITY EASEMENTS, INCLUDING FULL RIGHT-OF-WAY ACCESS THERETO, IN FAVOR OF AMERICAN FORK CITY.

ADDRESSES

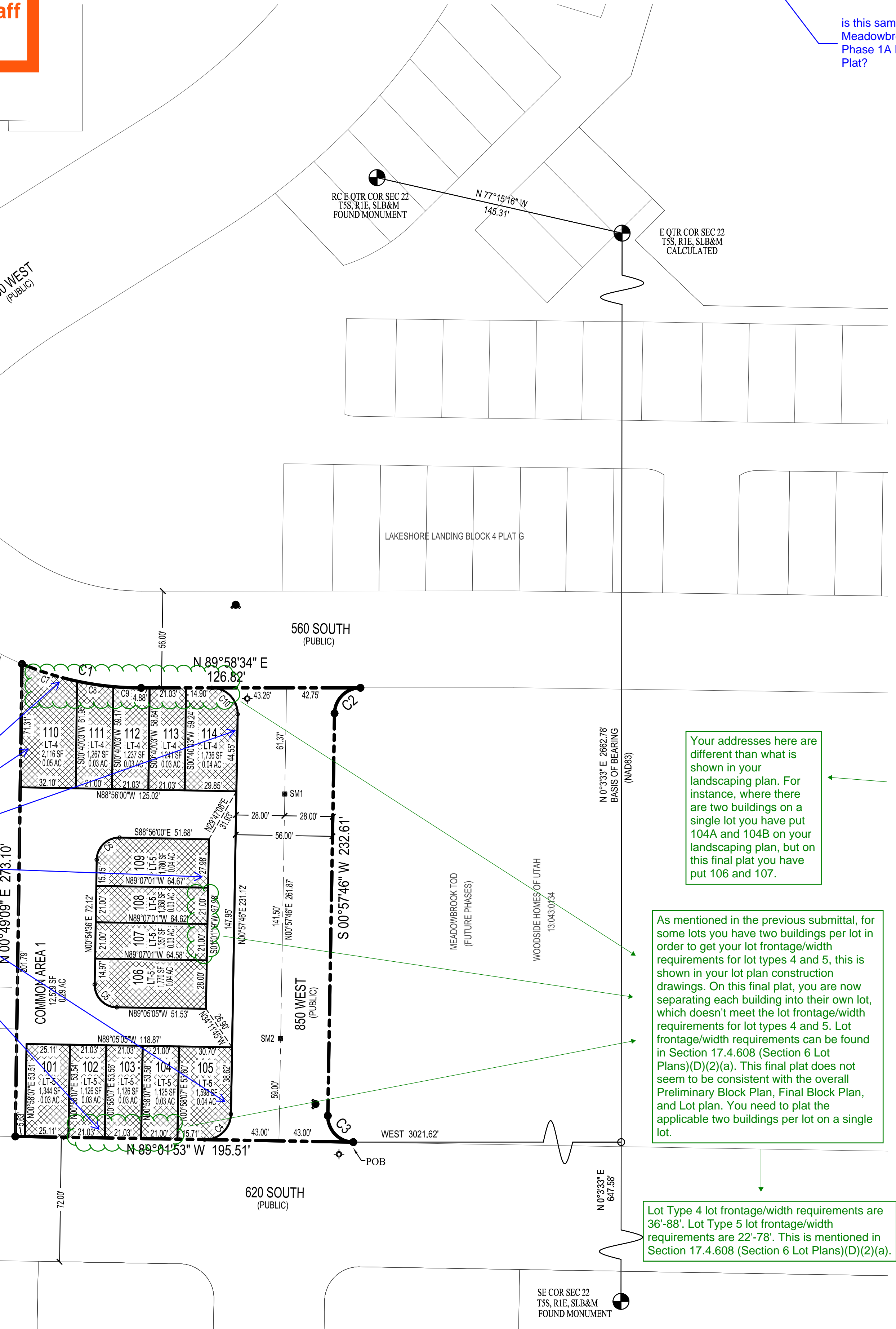
| | |
|---------|--------------------|
| LOT 101 | 872 WEST 620 SOUTH |
| LOT 102 | 868 WEST 620 SOUTH |
| LOT 103 | 864 WEST 620 SOUTH |
| LOT 104 | 856 WEST 620 SOUTH |
| LOT 105 | 852 WEST 620 SOUTH |
| LOT 106 | 598 SOUTH 850 WEST |
| LOT 107 | 594 SOUTH 850 WEST |
| LOT 108 | 586 SOUTH 850 WEST |
| LOT 109 | 582 SOUTH 850 WEST |
| LOT 110 | 875 WEST 560 SOUTH |
| LOT 111 | 869 WEST 560 SOUTH |
| LOT 112 | 865 WEST 560 SOUTH |
| LOT 113 | 857 WEST 560 SOUTH |
| LOT 114 | 853 WEST 560 SOUTH |

Your addresses here are different than what is shown in your landscaping plan. For instance, where there are two buildings on a single lot you have put 104A and 104B on your landscaping plan, but on this final plat you have put 106 and 107.

As mentioned in the previous submittal, for some lots you have two buildings per lot in order to get your lot frontage/width requirements for lot types 4 and 5, this is shown in your lot plan construction drawings. On this final plat, you are now separating each building into their own lot, which doesn't meet the lot frontage/width requirements for lot types 4 and 5. Lot frontage/width requirements can be found in Section 17.4.608 (Section 6 Lot Plans)(D)(2)(a). This final plat does not seem to be consistent with the overall Preliminary Block Plan, Final Block Plan, and Lot plan. You need to plat the applicable two buildings per lot on a single lot.

Lot Type 4 lot frontage/width requirements are 36'-88'. Lot Type 5 lot frontage/width requirements are 22'-78'. This is mentioned in Section 17.4.608 (Section 6 Lot Plans)(D)(2)(a).

please indicate limited common easement and add to the legend as well.



SURVEYOR'S CERTIFICATE

I, _____, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD A LICENSE IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT, UTAH CODE ANNOTATED, 1953 AS AMENDED. CERTIFICATE NO. _____, I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, STREETS AND EASEMENTS, HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17, UTAH CODE ANNOTATED, 1953 AS AMENDED, HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT. I FURTHER CERTIFY THAT EVERY EXISTING RIGHT-OF-WAY AND EASEMENT GRANT OF RECORD FOR UNDERGROUND FACILITIES, AS DEFINED IN SECTION 54-8a-2, UTAH CODE ANNOTATED, 1953 AS AMENDED, AND FOR OTHER UTILITY FACILITIES, IS ACCURATELY DESCRIBED ON THIS PLAT, AND THAT THIS PLAT IS TRUE AND CORRECT.

DATE _____ (SEE SEAL BELOW)

BOUNDARY DESCRIPTION

BEGINNING AT A POINT LOCATED NORTH 00°03'33" EAST ALONG SECTION LINE 647.58 FEET AND WEST 3021.62 FEET FROM THE SOUTHEAST CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE NORTH 89°01'53" WEST 195.51 FEET; THENCE NORTH 00°49'09" EAST 273.10 FEET; THENCE ALONG THE ARC OF A NON-TANGENT 178.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 70.76 FEET (CURVE HAVING A CENTRAL ANGLE EQUALS 22°46'31" AND A LONG CHORD BEARS S78°38'11"E 70.29 FEET); THENCE NORTH 89°58'34" EAST 126.82 FEET; THENCE ALONG THE ARC OF A NON-TANGENT 15.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 23.30 FEET (CURVE HAVING A CENTRAL ANGLE EQUALS 89°00'48" AND A LONG CHORD BEARS S45°28'10"W 21.03 FEET); THENCE SOUTH 00°57'46" WEST 232.61 FEET; THENCE ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 23.56 FEET (CURVE HAVING A CENTRAL ANGLE EQUALS 89°59'39" AND A LONG CHORD BEARS S44°02'03"E 21.21 FEET) TO THE POINT OF BEGINNING.

AREA = 47,569 SF OR 1.09 ACRES

(NOTE: ALL BEARING IN THE ABOVE DESCRIPTION ARE BASED ON THE NAD83 BEARING OF N00°33'33"E ALONG THE SECTION LINE FROM THE SOUTHEAST CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST TO THE EAST QUARTER CORNER OF SAID SECTION)

NUMBER OF LOTS 14
NUMBER OF PARCELS 1

OWNER'S DEDICATION

THE UNDERSIGNED OWNERS OF THE PROPERTY DESCRIBED ABOVE AND SHOWN ON THIS PLAT, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, STREETS, AND EASEMENTS AND DO HEREBY DEDICATE ANY PUBLIC STREETS AND OTHER PUBLIC AREAS SHOWN THEREON FOR THE PERPETUAL USE OF THE PUBLIC. PURSUANT TO UTAH CODE 10-9A-604(1)(a) THE OWNER HEREBY CONVEYS THE COMMON AREA AS INDICATED HEREON, TO THE _____ HOME OWNER ASSOCIATION WITH A MAILING ADDRESS OF _____

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

ACKNOWLEDGMENT

STATE OF UTAH }
COUNTY OF UTAH } S.S.
ON THE ____ DAY OF _____, A.D. _____ PERSONALLY APPEARED BEFORE ME _____

WHICH PERSON ACKNOWLEDGED TO ME THAT HE EXECUTED THE FOREGOING DEDICATION IN HIS RESPECTIVE CAPACITIES ON BEHALF OF _____, IN ACCORDANCE WITH THE GOVERNING DOCUMENTS OF SUCH COMPANY.

MY COMMISSION EXPIRES _____ NOTARY PUBLIC

ACCEPTANCE BY LEGISLATIVE BODY

THE _____ CITY COUNCIL OF _____ AMERICAN FORK CITY COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS AND EASEMENTS FOR THE PERPETUAL USE OF THE PUBLIC THIS _____ DAY OF _____, A.D. _____

MAYOR CITY COUNCIL MEMBER

CITY COUNCIL MEMBER CITY COUNCIL MEMBER

CITY COUNCIL MEMBER CITY COUNCIL MEMBER

APPROVED _____ ATTEST _____
CITY ENGINEER CLERK-RECORDER

PLANNING COMMISSION APPROVAL

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

PLANNER CHAIRMAN, PLANNING COMMISSION

MEADOWBROOK TOD PLAT A
A TRANSIT-ORIENTED DEVELOPMENT
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22
TOWNSHIP 5 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN.
AMERICAN FORK CITY, UTAH COUNTY, UTAH

SCALE: 1" = 40' FEET

SURVEYOR'S SEAL NOTARY PUBLIC SEAL CLERK-RECORDER SEAL

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

SEWER & WATER AUTHORITY

American Fork City
Technical Review Committee

Planning and Zoning Reviewed
Copperman 11/30/2022

Engineering Division Reviewed
jhsu 11/30/2022

revise and resubmit

REFERENCE DOCUMENTS:
NOTICE OF INTEREST, BUILDING REQUIREMENTS, AND ESTABLISHMENT OF RESTRICTIVE COVENANTS

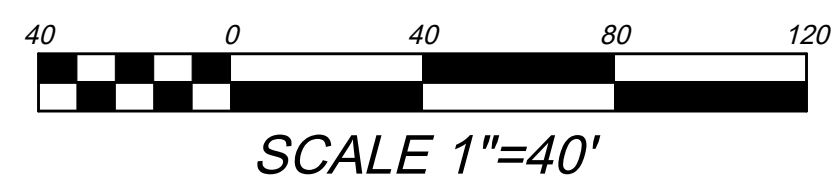
RECORDED IN THE OFFICE OF THE UTAH COUNTY RECORDER AS ENTRY NO: _____

SURVEYOR

AZTEC engineering inc.
732 N. 780 W.
AMERICAN FORK, UT. 84003
aztecengineering@gmail.com

ENGINEER

berg CIVIL ENGINEERING
11038 N Highland Blvd Suite 400
Highland UT, 84003
office (801) 466-1277
cell (801) 616-1677



APPROVED MINUTES

1 Mr. Martin stated that the only direction [the Commission] can go on this is to table
 2 it. Chairman Woffinden agreed. Mr. Cronin restated the difficulty of the back and
 3 forth with comments from the city. He expressed his understanding that his team
 4 was unable to receive comments prior to the meeting due to their outstanding
 5 invoice. He stated he was unsure if the item would come back to the Planning
 6 Commission if it was tabled but agreed that tabling seemed like the wise and smart
 7 thing to do and they were there following the direction of their client. Chairman
 8 Woffinden stated that the Commissioners were following the direction of the city
 9 staff and were making a decision based off their recommendation. Mr. Cronin stated
 10 his understanding. Ms. Anderson stated her hope to see the item back in January and
 11 her hope that it could move forward. Mr. Martin stated his understanding of the
 12 difficulties that can arise when developers make changes to old lots in the city. He
 13 stated his hope that the project could move forward with the issues getting addressed
 14 as needed.

15 **Rodney Martin motioned to table action on the Site Plan application for the**
 16 **DBN Tax Project, located at 34 W 100 N, in the Central Commercial (CC-1)**
 17 **Zone, and instruct the developer/staff to work together to address the final**
 18 **comments and return to the Planning Commission meeting on January 4, 2023.**

19
 20 **David Bird seconded the motion. Voting was as follows:**

| | | |
|----|---------------------------|------------|
| 21 | | |
| 22 | John Woffinden | AYE |
| 23 | Christine Anderson | AYE |
| 24 | Chris Christiansen | AYE |
| 25 | Bruce Frandsen | AYE |
| 26 | David Bird | AYE |
| 27 | Rodney Martin | AYE |

28
 29 **The motion was tabled**

30
 31
 32 **4. Review and action on a final plat for Meadowbrook Plat A seeking**
 33 **approval of a final plat consisting of 14 lots, located in the area of 620**
 34 **South 850 West, in the Transit Oriented Development Zone**

35

APPROVED MINUTES

1 **5. Review and action on a final plat for Meadowbrook Plat B, seeking**
 2 **approval of a final plat consisting of 46 lots, located in the area of 460**
 3 **South 740 West, in the Transit Oriented Development Zone**

4
 5 Chairman Woffinden stated that action items numbers 4 and 5 would be heard
 6 together and voted on separately.

7
 8 Cody Opperman reviewed the background information for action item number 4:
 9 The applicant is applying for a Final Plat approval for Meadowbrook Plat A, located
 10 in the area of 620 South 850 West in the TOD Zone. The proposal consists of 14 lots
 11 for a multi-staged development intended for single family townhomes. The
 12 development area consists of 1.08 acres. Meadowbrook Plat A will be located within
 13 the Garden District – Edge District in the Transit Oriented Development Overlay
 14 Zone. Due to the development being in a neighborhood edge, lower density is
 15 permitted to transition out of the higher density designations located closer to the
 16 Frontrunner Station. The most updated plat was provided yesterday (12/06/2022)
 17 and the staff has not had enough time to do a thorough review.

18 The Final Plat application does not meet the requirements of Section 17.7.210 and
 19 Section 17.7.211. Staff recommends TABLING the application.

20 Cody Opperman reviewed the background information for action item number 5:
 21 The applicant is applying for Final Plat approval for Meadowbrook Plat B, located
 22 at approximately 460 S 740 W in the TOD Zone. The proposal consists of 46
 23 dwelling units on approximately 3.55 acres. The most updated plat was provided
 24 yesterday (12/06/2022) and the staff has not had enough time to do a thorough
 25 review. The applicant has not received final block and lot approval.

26 The Final Plat application does not meet code sections 17.7.210 and 17.7.211. Staff
 27 recommends TABELING the application.

28 Matthew Loveland: When this project was put on the agenda about two weeks ago,
 29 Woodside staff felt that we were close and able to get [our item] done prior to
 30 tonight. There were some comments that were provided and have been submitted
 31 and we feel that they meet the intent. There is one outstanding item which I do want
 32 to talk with you about tonight that is frankly out of our control as it's an internal
 33 decision. The item that is out of our control is related to our storm drain outflow for
 34 the community. Within the City Master Plan, they're trying to determine if the
 35 stormwater needs to go east or west. Woodside and Berg Engineering cannot decide

APPROVED MINUTES

1 that; it's purely an internal staff decision. We have provided information that justifies
2 one way or another. When this agenda was put together, there was an understanding
3 that it would be sorted out. All the items that are still out there are related to
4 construction drawings. If the Planning Commission feels that the final plat meets the
5 requirements, we ask that they give a positive recommendation with the condition
6 that staff finalize the review of the last one or two items. Ken Berg can bring you up
7 to speed on those, but they are extremely minor. The second item would be prior to
8 coming to City Council for the final approval that staff determine if we are we going
9 east or west with the storm drain outflow. We've been through this for a long time,
10 and we're excited about continuing this project and starting development.

11 Bruce Frandsen: Which direction does your engineering currently show the outflow
12 going? West?

13 Matthew Loveland: West. Through the existing Lakeshore outflow put in by Red
14 Pine.

15 Patrick O'Brien: One of the challenges for us is that we generally like the lot plan to
16 be approved as part of everything. Where the plat matches the lot plan and what
17 we're looking at in terms of some engineering issues related to the storm drain, if the
18 Planning Commission sees fit to recommend it for approval tonight, the only
19 condition that I would ask from a staff perspective is that it cannot go to City Council
20 until the lot plan has been approved. That would shorten the process. We want to
21 help applicants where we're able, and this is a situation where we could do that. Some
22 of the things relate to a decision that the city needs to make in terms of the
23 calculations and whether or not that is the direction the city wants to go. The plats
24 do match what is in the lot plan. If the lot plan had to change for any reason, then
25 these plats would not match, and we would change our recommendation as it goes
26 to the City Council. I don't see that being an issue. It's completely different items.
27 But we would still require the block plan and the lot plan to be approved before it
28 can be placed on an agenda for City Council.

29 Bruce Frandsen: Who is the approval for block and lot plans?

30 Patrick O'Brien: Staff.

31 Bruce Frandsen: I thought in the past they would come here [to Planning
32 Commission].

APPROVED MINUTES

1 Patrick O’Brien: The District Framework Plan comes to the Planning Commission
2 and then goes to City Council. Naturally we would prefer it if the lot and the block
3 plans were approved beforehand. That is our standard.

4 The staff and Mr. Ken Berg affirmed.

5 **Bruce Frandsen motioned to recommend approval on the final plat for**
6 **Meadowbrook Plat A, located in the area of 620 South 850 West, in the Transit**
7 **Oriented Development Zone, subject to any conditions found in the Staff**
8 **Report and contingent on the lot and block plan being approved by staff prior**
9 **to going to City Council.**

10 **Chris Christiansen seconded the motion. Voting was as follows:**

11

- 12 **John Woffinden AYE**
- 13 **Christine Anderson AYE**
- 14 **Chris Christiansen AYE**
- 15 **Bruce Frandsen AYE**
- 16 **David Bird AYE**
- 17 **Rodney Martin AYE**

18

19 **The motion passed**

20

21 **Bruce Frandsen motioned to recommend approval on the Final Plat for**
22 **Meadowbrook Plat B, located in the area of 460 S 740 W in the TOD Zone,**
23 **subject to any conditions found in the Staff Report and contingent on the lot**
24 **and block plan being approved by staff prior to going to City Council.**

25

26 **David Bird seconded the motion. Voting was as follows:**

27

- 28 **John Woffinden AYE**
- 29 **Christine Anderson AYE**
- 30 **Chris Christiansen AYE**
- 31 **Bruce Frandsen AYE**
- 32 **David Bird AYE**
- 33 **Rodney Martin AYE**

34

35 **The motion passed**

36

Attachment: 12.07.2022 - APPROVED PC Minutes - Meadowbrook Plat A-B (Meadowbrook Phase 1A - Final Plat)

MEADOWBROOK TOD PLAT A
A TRANSIT-ORIENTED DEVELOPMENT
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22
TOWNSHIP 5 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN,
AMERICAN FORK CITY, UTAH COUNTY, UTAH

LAKESHORE LANDING BLOCK 4 PLAT G
ENTRY# 85203-2022

RCE QTR COR SEC 22
TSS, RIE, SLB&M
FOUND MONUMENT

E QTR COR SEC 22
TSS, RIE, SLB&M
CALCULATED

560 SOUTH
(PUBLIC)

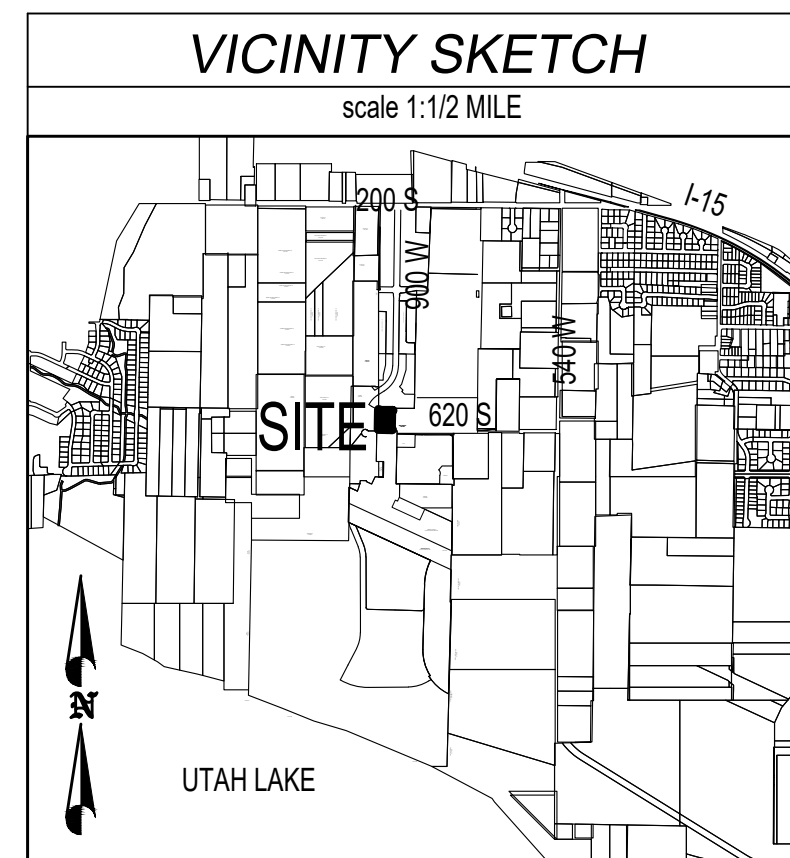
860 WEST
(PUBLIC)

620 SOUTH
(PUBLIC)

SE COR SEC 22
TSS, RIE, SLB&M
FOUND MONUMENT

LEGEND

- SECTION CORNER
- PROPERTY CORNER
- SUBDIVISION MONUMENT
- BOUNDARY LINE
- CENTER LINE
- EASEMENT LINE
- FIRE HYDRANT
- STREET LIGHT
- PRIVATE AREA
- LIMITED COMMON AREA (P.U.E. & USES AS SPECIFIED)
- COMMON AREA (P.U.E. & USES AS SPECIFIED)



TABULATIONS

| | |
|-------------------------|---------------|
| DEVELOPMENT AREA | 1.09 AC |
| EXISTING ZONING | BLOCK TYPE 3 |
| LAND USE: | TOD |
| FLOOD ZONE DESIGNATION: | X |
| FIRM MAP PANEL #: | 49049C0306F |
| EFFECTIVE DATE: | JUNE 19, 2020 |

CURVE TABLE

| CURVE | RADIUS | LENGTH | DELTA | CHORD | BEARING |
|-------|--------|--------|-----------|-------|-------------|
| C1 | 178.00 | 70.76 | 22°46'31" | 70.29 | S78°38'11"E |
| C2 | 15.00 | 23.30 | 89°00'48" | 21.03 | S45°28'10"W |
| C3 | 15.00 | 23.56 | 89°59'39" | 21.21 | S44°02'03"E |
| C4 | 15.00 | 23.56 | 90°00'21" | 21.21 | N45°57'57"E |
| C5 | 13.00 | 20.42 | 89°59'39" | 18.39 | N44°04'56"W |
| C5a | 13.00 | 5.16 | 22°45'29" | 5.13 | N10°24'52"W |
| C5b | 13.00 | 15.26 | 67°13'39" | 18.41 | N55°28'53"W |
| C6 | 13.00 | 20.46 | 90°09'24" | 18.41 | N45°59'18"E |
| C6a | 13.00 | 4.98 | 21°55'45" | 4.95 | N11°52'29"E |
| C6b | 13.00 | 15.48 | 68°15'21" | 14.48 | N56°57'11"E |
| C7 | 178.00 | 36.40 | 11°42'56" | 36.33 | S73°06'24"E |
| C8 | 178.00 | 34.36 | 11°03'34" | 34.31 | S84°29'38"E |
| C9 | 15.00 | 23.82 | 90°59'12" | 21.40 | S44°31'50"E |

NOTES

- IT IS HEREBY STATED, UNDERSTOOD, AND DEDICATED THAT ALL UNITS HAVE A CROSS-EASEMENT WITHIN THE EXTERIOR WALLS, ATTIC SPACE, ALL COMMON ADJACENT WALLS, AND BELOW THE BOTTOM FLOOR FOR THE PLACEMENT OF NECESSARY UTILITIES TO SERVE ADJACENT UNITS WITHIN A GIVEN BUILDING SHELL. IF THE ABOVE EASEMENT IS NOT UTILIZED DURING THE INITIAL BUILDING CONSTRUCTION FOR THE FIRST OCCUPANCY, THE EASEMENT SHALL BE VACATED WHERE FURTHER USE WOULD CAUSE AN ADJACENT OWNER RECONSTRUCTION FOR PLACEMENT OF AN ADDITIONAL UTILITY NOT ALREADY CONTAINED WITHIN THE SHELL. THERE SHALL BE NO VACATION OF THIS COMMON AREA AND CROSS-EASEMENT IN THE CASE OF ANY NECESSARY STRUCTURAL REMEDIATION OR REPAIRS TO UTILITIES ALREADY IN PLACE WITHIN A GIVEN AREA DEFINED HEREIN.
- NO SPECIFIC BUILDING PLAN IS INCLUDED WITH THE UNIT AREAS DEFINED ON THE PLAN. THESE PRIVATE UNIT AREAS CONTAIN NO OTHER ENCUMBRANCES THAN THOSE STATED WITHIN THE NOTES OR IN THE CC&RS.
- OFFSET-PINS TO BE PLACED IN THE BACK OF THE CURB AND 5/8" BY 24" REBAR WITH NUMBERED SURVEY CAP TO BE PLACED AT ALL LOTS REAR CORNERS PRIOR TO OCCUPANCY.
- BUILDING PERMITS WILL NOT BE ISSUED FOR ANY HOME UNTIL 1) ASPHALT PAVING IS INSTALLED AND 2) FIRE HYDRANTS ARE INSTALLED, APPROVED BY THE FIRE MARSHAL AND CHARGED WITH CULINARY WATER.
- LOWEST FLOOR SLAB ELEVATION MUST BE A MINIMUM OF 3 FEET ABOVE WATER LEVEL MEASURED DURING SPRING SEASON.

RESERVATION OF COMMON AREAS & LIMITED COMMON EASEMENTS

THE OWNER, IN RECORDING THIS PLAT (THE DEVELOPMENT) HAS DESIGNATED CERTAIN AREAS OF THE DEVELOPMENT AS COMMON AREAS AND LIMITED COMMON AREAS. INTENDED FOR THE OWNERS OF MEADOWBROOK TOD FOR INGRESS, EGRESS, RECREATIONAL AND OTHER RELATED USES AS SET FORTH IN THE DECLARATION OF PROTECTIVE EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS (THE DECLARATION) PERTAINING TO THE DEVELOPMENT. THE DESIGNATED AREAS ARE NOT INTENDED, NOR ARE THEY DEDICATED, FOR USE BY THE GENERAL PUBLIC, BUT ARE RESERVED FOR THE COMMON USE AND ENJOYMENT OF THE OWNERS IN THE DEVELOPMENT, AS MORE FULLY PROVIDED IN THE DECLARATION RECORDED CONCURRENTLY WITH THE PLAT IN THE OFFICIAL RECORDS OF UTAH COUNTY, UTAH.

PUBLIC UTILITY EASEMENTS

IN ADDITION TO THE PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT, ALL COMMON AREAS AND LIMITED COMMON AREAS ARE PUBLIC UTILITY EASEMENTS, INCLUDING FULL RIGHT-OF-WAY ACCESS THERETO, IN FAVOR OF AMERICAN FORK CITY.

ADDRESSES

| | |
|----------|--------------------|
| UNIT 101 | 872 WEST 620 SOUTH |
| UNIT 102 | 868 WEST 620 SOUTH |
| UNIT 103 | 864 WEST 620 SOUTH |
| UNIT 104 | 856 WEST 620 SOUTH |
| UNIT 105 | 852 WEST 620 SOUTH |
| UNIT 106 | 598 SOUTH 850 WEST |
| UNIT 107 | 594 SOUTH 850 WEST |
| UNIT 108 | 586 SOUTH 850 WEST |
| UNIT 109 | 582 SOUTH 850 WEST |
| UNIT 110 | 875 WEST 560 SOUTH |
| UNIT 111 | 869 WEST 560 SOUTH |
| UNIT 112 | 865 WEST 560 SOUTH |
| UNIT 113 | 857 WEST 560 SOUTH |
| UNIT 114 | 853 WEST 560 SOUTH |

REFERENCE DOCUMENTS:

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

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

SURVEYOR

AZTEC engineering inc.
732 N. 780 W.
AMERICAN FORK, UT. 84003
aztecengineering@gmail.com

ENGINEER

Berg
CIVIL ENGINEERING
11008 N Highland Blvd Suite 400
Highland UT, 84003
office: (801) 466-1277
cell: (801) 616-1677

SEWER & WATER AUTHORITY APPROVAL

APPROVED THIS ____ DAY OF _____ A.D. 20____

SEWER & WATER AUTHORITY

SURVEYOR'S CERTIFICATE

I, _____ DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD A LICENSE IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT, UTAH CODE ANNOTATED, 1953 AS AMENDED. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, STREETS AND EASEMENTS, HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17, UTAH CODE ANNOTATED, 1953 AS AMENDED, HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT. I FURTHER CERTIFY THAT EVERY EXISTING RIGHT-OF-WAY AND EASEMENT GRANT OF RECORD FOR UNDERGROUND FACILITIES, AS DEFINED IN SECTION 54-8-2, UTAH CODE ANNOTATED, 1953 AS AMENDED, AND FOR OTHER UTILITY FACILITIES, IS ACCURATELY DESCRIBED ON THIS PLAT, AND THAT THIS PLAT IS TRUE AND CORRECT.

DATE _____ (SEE SEAL BELOW)

BOUNDARY DESCRIPTION

BEGINNING AT A POINT LOCATED NORTH 00°03'33" EAST ALONG SECTION LINE 647.58 FEET AND WEST 3021.62 FEET FROM THE SOUTHEAST CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE NORTH 89°01'53" WEST 195.51 FEET; THENCE NORTH 00°49'09" EAST 273.10 FEET; THENCE ALONG THE ARC OF A NON-TANGENT 178.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 70.76 FEET (CURVE HAVING A CENTRAL ANGLE EQUALS 22°46'31" AND A LONG CHORD BEARS S78°38'11"E 70.29 FEET); THENCE NORTH 89°58'34" EAST 126.82 FEET; THENCE ALONG THE ARC OF A NON-TANGENT 15.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 23.30 FEET (CURVE HAVING A CENTRAL ANGLE EQUALS 89°00'48" AND A LONG CHORD BEARS S45°28'10"W 21.03 FEET); THENCE SOUTH 00°57'46" WEST 232.61 FEET; THENCE ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 23.56 FEET (CURVE HAVING A CENTRAL ANGLE EQUALS 89°59'39" AND A LONG CHORD BEARS S44°02'03"E 21.21 FEET) TO THE POINT OF BEGINNING.

AREA = 47,569 SF OR 1.09 ACRES

(NOTE: ALL BEARING IN THE ABOVE DESCRIPTION ARE BASED ON THE NAD83 BEARING OF N00°33'33"E ALONG THE SECTION LINE FROM THE SOUTHEAST CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST TO THE EAST QUARTER CORNER OF SAID SECTION)

NUMBER OF UNITS 14
NUMBER OF PARCELS 1

OWNER'S DEDICATION

THE UNDERSIGNED OWNERS OF THE PROPERTY DESCRIBED ABOVE AND SHOWN ON THIS PLAT, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, STREETS, AND EASEMENTS AND DO HEREBY DEDICATE ANY PUBLIC STREETS AND OTHER PUBLIC AREAS SHOWN THEREON FOR THE PERPETUAL USE OF THE PUBLIC. PURSUANT TO UTAH CODE 10-9A-604(1)(g) THE OWNER HEREBY CONVEYS THE COMMON AREA AND LIMITED COMMON AREA AS INDICATED HEREON, TO THE _____ HOME OWNER ASSOCIATION WITH A MAILING ADDRESS OF _____

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

ACKNOWLEDGMENT

STATE OF UTAH }
COUNTY OF UTAH } S.S.
ON THE ____ DAY OF _____, A.D. _____ PERSONALLY APPEARED BEFORE ME _____

WHICH PERSON ACKNOWLEDGED TO ME THAT HE EXECUTED THE FOREGOING DEDICATION IN HIS RESPECTIVE CAPACITIES ON BEHALF OF _____, IN ACCORDANCE WITH THE GOVERNING DOCUMENTS OF SUCH COMPANY.

MY COMMISSION EXPIRES _____ NOTARY PUBLIC

ACCEPTANCE BY LEGISLATIVE BODY

THE _____ CITY COUNCIL OF _____ AMERICAN FORK CITY COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS AND EASEMENTS FOR THE PERPETUAL USE OF THE PUBLIC THIS _____ DAY OF _____, A.D. _____

MAYOR CITY COUNCIL MEMBER

CITY COUNCIL MEMBER CITY COUNCIL MEMBER

CITY COUNCIL MEMBER CITY COUNCIL MEMBER

APPROVED _____ ATTEST _____
CITY ENGINEER CLERK-RECORDER

PLANNING COMMISSION APPROVAL

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

PLANNER CHAIRMAN, PLANNING COMMISSION

MEADOWBROOK TOD PLAT A

A TRANSIT-ORIENTED DEVELOPMENT
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22
TOWNSHIP 5 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN,
AMERICAN FORK CITY, UTAH COUNTY, UTAH

SCALE: 1" = 20' FEET

SURVEYOR'S SEAL NOTARY PUBLIC SEAL CLERK-RECORDER SEAL

12/19/2022

American Fork City
Development Review
Committee

Planning and Zoning
Reviewed
copperman 04/04/2023

Engineering Division
Reviewed
jhsu 03/22/2023

No comments





**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
APRIL 11, 2023**

Department Planning Director Approval Patrick O'Brien

AGENDA ITEM Review and action on a Final Plat for Meadowbrook Plat B, seeking approval of a final plat consisting of 46 lots, located in the area of 460 South 740 West, in the Transit Oriented Development Zone.

SUMMARY RECOMMENDATION Planning Commission has recommend approval with conditions for the final plat on the December 7th, 2022 Planning Commission Meeting.

BACKGROUND The applicant is applying for Final Plat approval for Meadowbrook Plat B, located at approximately 460 S 740 W in the TOD Zone. The proposal consists of 46 dwelling units on approximately 3.55 acres.

BUDGET IMPACT N/A

SUGGESTED MOTION Move to adopt the final plat for Meadowbrook Plat B, located in the area of 460 South 740 West, in the Transit Oriented Development (TOD) Zone, with instructions to the City Recorder to withhold recording of the plat subject to all conditions identified in the public record of the December 7th, 2022, Planning Commission meeting.

SUPPORTING DOCUMENTS

(2022.12.01 UPDATED) MB BLOCK 5 PLAT B 11-30-2022 (PDF)
12.07.2022 - APPROVED PC Minutes - Meadowbrook Plat A-B (PDF)
COMMENTS UPDATED (2023.04.06) MB BLOCK 5 PLAT B 03-10-2023 (PDF)

CURVE TABLE

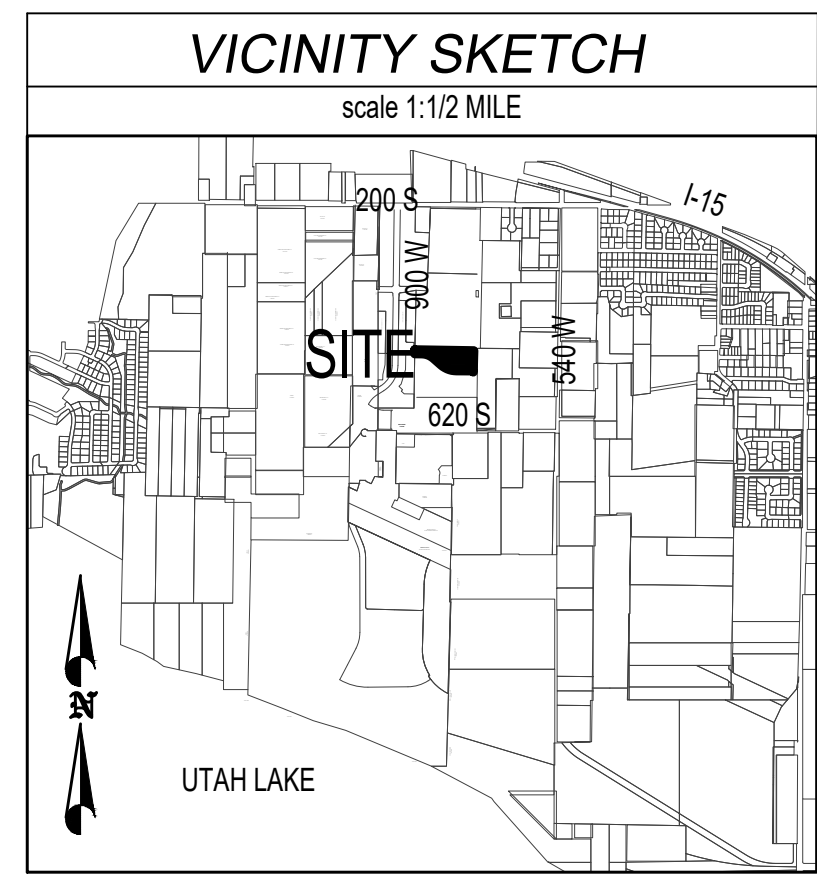
Table with columns: CURVE, RADIUS, LENGTH, DELTA, CHORD, BEARING. Contains two sets of curve data for various lot boundaries.

MEADOWBROOK TOD PLAT B
A TRANSIT-ORIENTED DEVELOPMENT
LOCATED IN THE SOUTHEAST & SOUTHWEST QUARTERS OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AMERICAN FORK CITY, UTAH COUNTY, UTAH

is this same as Meadowbrook TOD phase 1B block 5 plat?

Your addresses here are different than what is shown in your landscaping plan. For instance, where there are two buildings on a single lot you have put 501A and 501B on your landscaping plan, but on this final plat you have put 201 and 202.

ADDRESSES table listing lot numbers (201-224) and their corresponding street addresses (e.g., 782 W 480 S, 476 S 700 W UNIT C).



SURVEYOR'S CERTIFICATE
I, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD A LICENSE IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT, UTAH CODE ANNOTATED, 1953 AS AMENDED.

BOUNDARY DESCRIPTION
BEGINNING AT A POINT LOCATED NORTH 00°03'33" EAST ALONG SECTION LINE 1723.55 FEET AND WEST 1861.74 FEET FROM THE SOUTHEAST CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;

OWNER'S DEDICATION
THE UNDERSIGNED OWNERS OF THE PROPERTY DESCRIBED ABOVE AND SHOWN ON THIS PLAT HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, STREETS, AND EASEMENTS AND DO HEREBY DEDICATE ANY PUBLIC STREETS AND OTHER PUBLIC AREAS SHOWN THEREON FOR THE PERPETUAL USE OF THE PUBLIC.

ACKNOWLEDGMENT
STATE OF UTAH COUNTY OF UTAH ON THE ___ DAY OF ___, A.D. PERSONALLY APPEARED BEFORE ME

ACCEPTANCE BY LEGISLATIVE BODY
THE CITY COUNCIL OF AMERICAN FORK CITY COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS AND EASEMENTS FOR THE PERPETUAL USE OF THE PUBLIC THIS

PLANNING COMMISSION APPROVAL
APPROVED THIS ___ DAY OF ___, A.D. BY THE AMERICAN FORK CITY PLANNING COMMISSION

MEADOWBROOK TOD PLAT B
A TRANSIT-ORIENTED DEVELOPMENT
LOCATED IN THE SOUTHEAST & SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AMERICAN FORK CITY, UTAH COUNTY, UTAH

SEWER & WATER AUTHORITY APPROVAL
APPROVED THIS ___ DAY OF ___, A.D. 20___ BY THE WATER AUTHORITY.

Next Step
Revise and Resubmit based off comments made from staff

LEGEND
SECTION CORNER, PROPERTY CORNER, SUBDIVISION MONUMENT, BOUNDARY LINE, CENTER LINE, EASEMENT LINE, FIRE HYDRANT, STREET LIGHT, PRIVATE AREA, LIMITED COMMON EASEMENT, COMMON AREA

American Fork City Development Review Committee
Planning and Zoning Reviewed
Copperman 11/30/2022
Engineering Division Reviewed
Jhsu 11/30/2022

For some lots you have two buildings per lot in order to get your lot frontage/width requirements for lot types 4 and 5, this is shown in your lot plan construction drawings. On this final plat, you are now separating each building into their own lot, which doesn't meet the lot frontage/width requirements for lot types 4 and 5. Lot frontage/width requirements can be found in Section 17.4.608 (Section 6 Lot Plans)(D)(2)(a). This final plat does not seem to be consistent with the overall Preliminary Block Plan, Final Block Plan, and Lot plan. You need to plat the applicable two buildings per lot on a single lot.

Lot Type 4 lot frontage/width requirements are 36'-88'. Lot Type 5 lot frontage/width requirements are 22'-78'. This is mentioned in Section 17.4.608 (Section 6 Lot Plans)(D)(2)(a).

- NOTES
1. IT IS HEREBY STATED, UNDERSTOOD, AND DEDICATED THAT ALL UNITS HAVE A CROSS-EASEMENT WITHIN THE EXTERIOR WALLS, ATTIC SPACE, ALL COMMON-DIVISION WALLS, AND BELOW THE BOTTOM FLOOR FOR THE PLACEMENT OF NECESSARY UTILITIES TO SERVE ADJACENT UNITS WITHIN A GIVEN BUILDING SHELL.
2. NO SPECIFIC BUILDING PLAN IS INCLUDED WITH THE UNIT AREAS DEFINED ON THE PLAN.
3. OFFSET-PINS TO BE PLACED IN THE BACK OF THE CURB AND 5/8" BY 24" REBAR WITH NUMBERED SURVEY CAP TO BE PLACED AT ALL LOTS REAR CORNERS PRIOR TO OCCUPANCY.
4. BUILDING PERMITS WILL NOT BE ISSUED FOR ANY HOME UNTIL 1) ASPHALT PAVING IS INSTALLED AND 2) FIRE HYDRANTS ARE INSTALLED, APPROVED BY THE FIRE MARSHAL AND CHARGED WITH CULINARY WATER.
5. LOWEST FLOOR SLAB ELEVATION MUST BE A MINIMUM OF 3 FEET ABOVE WATER LEVEL MEASURED DURING SPRING SEASON.

RESERVATION OF COMMON AREAS & LIMITED COMMON EASEMENTS
THE OWNER, IN RECORDING THIS PLAT (THE DEVELOPMENT) HAS DESIGNATED CERTAIN AREAS OF THE DEVELOPMENT AS COMMON AREAS AND LIMITED COMMON EASEMENTS, INTENDED FOR THE OWNERS OF MEADOWBROOK TOD FOR INGRESS, EGRESS, RECREATIONAL AND OTHER RELATED USES AS SET FORTH IN THE DECLARATION OF PROTECTIVE EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS ("THE DECLARATION") PERTAINING TO THE DEVELOPMENT.

PUBLIC UTILITY EASEMENTS
IN ADDITION TO THE PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT, ALL COMMON AREAS AND LIMITED COMMON EASEMENTS ARE PUBLIC UTILITY EASEMENTS, INCLUDING FULL RIGHT-OF-WAY ACCESS THERETO, IN FAVOR OF AMERICAN FORK CITY.

REFERENCE DOCUMENTS:
NOTICE OF INTEREST, BUILDING REQUIREMENTS, AND ESTABLISHMENT OF RESTRICTIVE COVENANTS
RECORDED IN THE OFFICE OF THE UTAH COUNTY RECORDER AS ENTRY NO: _____

TABULATIONS
DEVELOPMENT AREA 3.55 AC
EXISTING ZONING BLOCK TYPE 3
LAND USE: TOD
FLOOD ZONE DESIGNATION: X
FIRM MAP PANEL #: 49049C0306F
EFFECTIVE DATE: JUNE 19, 2020



Professional seals and signatures for SURVEYOR (AZTEC engineering inc.), ENGINEER (BERG CIVIL ENGINEERING), and SEWER & WATER AUTHORITY.

WILLOW GLEN PHASE 1
ENTRY# 87904-2020



- NOTES**
- IT IS HEREBY STATED, UNDERSTOOD, AND DEDICATED THAT ALL UNITS HAVE A CROSS-EASEMENT WITHIN THE EXTERIOR WALLS, ATTIC SPACE, ALL COMMON DIVISION WALLS, AND BELOW THE BOTTOM FLOOR FOR THE PLACEMENT OF NECESSARY UTILITIES TO SERVE ADJACENT UNITS WITHIN A GIVEN BUILDING SHELL. IF THE ABOVE EASEMENT IS NOT UTILIZED DURING THE INITIAL BUILDING CONSTRUCTION FOR THE FIRST OCCUPANCY, THE EASEMENT SHALL BE VACATED WHERE FURTHER USE WOULD CAUSE AN ADJACENT OWNER RECONSTRUCTION FOR PLACEMENT OF AN ADDITIONAL UTILITY NOT ALREADY CONTAINED WITHIN THE SHELL. THERE SHALL BE NO VACATION OF THIS COMMON AREA AND CROSS-EASEMENT IN THE CASE OF ANY NECESSARY STRUCTURAL REMEDIATION OR REPAIRS TO UTILITIES ALREADY IN PLACE WITHIN A GIVEN AREA DEFINED HEREIN.
 - NO SPECIFIC BUILDING PLAN IS INCLUDED WITH THE UNIT AREAS DEFINED ON THE PLAN. THESE PRIVATE UNIT AREAS CONTAIN NO OTHER ENCUMBRANCES THAN THOSE STATED WITHIN THE NOTES OR IN THE CC&RS.
 - OFFSET-PINS TO BE PLACED IN THE BACK OF THE CURB AND 5" BY 24" REBAR WITH NUMBERED SURVEY CAP TO BE PLACED AT ALL LOTS REAR CORNERS PRIOR TO OCCUPANCY.
 - BUILDING PERMITS WILL NOT BE ISSUED FOR ANY HOME UNTIL 1) ASPHALT PAVING IS INSTALLED AND 2) FIRE HYDRANTS ARE INSTALLED, APPROVED BY THE FIRE MARSHAL AND CHARGED WITH CULINARY WATER.
 - LOWEST FLOOR SLAB ELEVATION MUST BE A MINIMUM OF 3 FEET ABOVE WATER LEVEL MEASURED DURING SPRING SEASON.

RESERVATION OF COMMON AREAS & LIMITED COMMON EASEMENTS
 THE OWNER, IN RECORDING THIS PLAT (THE DEVELOPMENT) HAS DESIGNATED CERTAIN AREAS OF THE DEVELOPMENT AS COMMON AREAS AND LIMITED COMMON EASEMENTS, INTENDED FOR THE OWNERS OF MEADOWBROOK TOD FOR INGRESS, EGRESS, RECREATIONAL AND OTHER RELATED USES AS SET FORTH IN THE DECLARATION OF PROTECTIVE EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS ("THE DECLARATION") PERTAINING TO THE DEVELOPMENT. THE DESIGNATED AREAS ARE NOT INTENDED, NOR ARE THEY DEDICATED, FOR USE BY THE GENERAL PUBLIC, BUT ARE RESERVED FOR THE COMMON USE AND ENJOYMENT OF THE OWNERS IN THE DEVELOPMENT, AS MORE FULLY PROVIDED IN THE DECLARATION RECORDED CONCURRENTLY WITH THE PLAT IN THE OFFICIAL RECORDS OF UTAH COUNTY, UTAH.

PUBLIC UTILITY EASEMENTS
 IN ADDITION TO THE PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT, ALL COMMON AREAS AND LIMITED COMMON EASEMENTS ARE PUBLIC UTILITY EASEMENTS, INCLUDING FULL RIGHT-OF-WAY ACCESS THERETO, IN FAVOR OF AMERICAN FORK CITY.

As mentioned in the previous submittal, for some lots you have two buildings per lot in order to get your lot frontage/width requirements for lot types 4 and 5, this is shown in your lot plan construction drawings. On this final plat, you are now separating each building into their own lot, which doesn't meet the lot frontage/width requirements for lot types 4 and 5. Lot frontage/width requirements can be found in Section 17.4.608 (Section 6 Lot Plans)(D)(2)(a). This final plat does not seem to be consistent with the overall Preliminary Block Plan, Final Block Plan, and Lot plan. You need to plat the applicable two buildings per lot on a single lot.



LEGEND

| | |
|--|--|
| | SECTION CORNER |
| | PROPERTY CORNER |
| | SUBDIVISION MONUMENT |
| | BOUNDARY LINE |
| | CENTER LINE |
| | EASEMENT LINE |
| | FIRE HYDRANT |
| | STREET LIGHT |
| | PRIVATE AREA |
| | LIMITED COMMON EASEMENT (P.U.E. & USES AS SPECIFIED) |
| | COMMON AREA (P.U.E. & USES AS SPECIFIED) |

MEADOWBROOK TOD PLAT B
 A TRANSIT-ORIENTED DEVELOPMENT
 LOCATED IN THE SOUTHEAST & SOUTHWEST QUARTER OF SECTION 22
 TOWNSHIP 5 SOUTH, RANGE 1 EAST,
 SALT LAKE BASE AND MERIDIAN,
 AMERICAN FORK CITY, UTAH COUNTY, UTAH

SCALE: 1" = 20' FEET SHEET 2 OF 2

SURVEYOR'S SEAL: AZTEC engineering inc.
 NOTARY PUBLIC SEAL: BERG CIVIL ENGINEERING
 CLERK-RECORDER SEAL: [Blank]

AZTEC engineering inc.
 732 N. 780 W.
 AMERICAN FORK, UT. 84003
 aztecengineering@gmail.com

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

APPROVED MINUTES

1 Mr. Martin stated that the only direction [the Commission] can go on this is to table
 2 it. Chairman Woffinden agreed. Mr. Cronin restated the difficulty of the back and
 3 forth with comments from the city. He expressed his understanding that his team
 4 was unable to receive comments prior to the meeting due to their outstanding
 5 invoice. He stated he was unsure if the item would come back to the Planning
 6 Commission if it was tabled but agreed that tabling seemed like the wise and smart
 7 thing to do and they were there following the direction of their client. Chairman
 8 Woffinden stated that the Commissioners were following the direction of the city
 9 staff and were making a decision based off their recommendation. Mr. Cronin stated
 10 his understanding. Ms. Anderson stated her hope to see the item back in January and
 11 her hope that it could move forward. Mr. Martin stated his understanding of the
 12 difficulties that can arise when developers make changes to old lots in the city. He
 13 stated his hope that the project could move forward with the issues getting addressed
 14 as needed.

15 **Rodney Martin motioned to table action on the Site Plan application for the**
 16 **DBN Tax Project, located at 34 W 100 N, in the Central Commercial (CC-1)**
 17 **Zone, and instruct the developer/staff to work together to address the final**
 18 **comments and return to the Planning Commission meeting on January 4, 2023.**

19
 20 **David Bird seconded the motion. Voting was as follows:**

- | | | |
|----|---------------------------|------------|
| 21 | | |
| 22 | John Woffinden | AYE |
| 23 | Christine Anderson | AYE |
| 24 | Chris Christiansen | AYE |
| 25 | Bruce Frandsen | AYE |
| 26 | David Bird | AYE |
| 27 | Rodney Martin | AYE |

28
 29 **The motion was tabled**

- 30
 31
 32 **4. Review and action on a final plat for Meadowbrook Plat A seeking**
 33 **approval of a final plat consisting of 14 lots, located in the area of 620**
 34 **South 850 West, in the Transit Oriented Development Zone**

35

Attachment: 12.07.2022 - APPROVED PC Minutes - Meadowbrook Plat A-B (Meadowbrook Phase 1B - Final Plat)

APPROVED MINUTES

1 **5. Review and action on a final plat for Meadowbrook Plat B, seeking**
 2 **approval of a final plat consisting of 46 lots, located in the area of 460**
 3 **South 740 West, in the Transit Oriented Development Zone**

4
 5 Chairman Woffinden stated that action items numbers 4 and 5 would be heard
 6 together and voted on separately.

7
 8 Cody Opperman reviewed the background information for action item number 4:
 9 The applicant is applying for a Final Plat approval for Meadowbrook Plat A, located
 10 in the area of 620 South 850 West in the TOD Zone. The proposal consists of 14 lots
 11 for a multi-staged development intended for single family townhomes. The
 12 development area consists of 1.08 acres. Meadowbrook Plat A will be located within
 13 the Garden District – Edge District in the Transit Oriented Development Overlay
 14 Zone. Due to the development being in a neighborhood edge, lower density is
 15 permitted to transition out of the higher density designations located closer to the
 16 Frontrunner Station. The most updated plat was provided yesterday (12/06/2022)
 17 and the staff has not had enough time to do a thorough review.

18 The Final Plat application does not meet the requirements of Section 17.7.210 and
 19 Section 17.7.211. Staff recommends TABLING the application.

20 Cody Opperman reviewed the background information for action item number 5:
 21 The applicant is applying for Final Plat approval for Meadowbrook Plat B, located
 22 at approximately 460 S 740 W in the TOD Zone. The proposal consists of 46
 23 dwelling units on approximately 3.55 acres. The most updated plat was provided
 24 yesterday (12/06/2022) and the staff has not had enough time to do a thorough
 25 review. The applicant has not received final block and lot approval.

26 The Final Plat application does not meet code sections 17.7.210 and 17.7.211. Staff
 27 recommends TABELING the application.

28 Matthew Loveland: When this project was put on the agenda about two weeks ago,
 29 Woodside staff felt that we were close and able to get [our item] done prior to
 30 tonight. There were some comments that were provided and have been submitted
 31 and we feel that they meet the intent. There is one outstanding item which I do want
 32 to talk with you about tonight that is frankly out of our control as it's an internal
 33 decision. The item that is out of our control is related to our storm drain outflow for
 34 the community. Within the City Master Plan, they're trying to determine if the
 35 stormwater needs to go east or west. Woodside and Berg Engineering cannot decide

APPROVED MINUTES

1 that; it's purely an internal staff decision. We have provided information that justifies
2 one way or another. When this agenda was put together, there was an understanding
3 that it would be sorted out. All the items that are still out there are related to
4 construction drawings. If the Planning Commission feels that the final plat meets the
5 requirements, we ask that they give a positive recommendation with the condition
6 that staff finalize the review of the last one or two items. Ken Berg can bring you up
7 to speed on those, but they are extremely minor. The second item would be prior to
8 coming to City Council for the final approval that staff determine if we are we going
9 east or west with the storm drain outflow. We've been through this for a long time,
10 and we're excited about continuing this project and starting development.

11 Bruce Frandsen: Which direction does your engineering currently show the outflow
12 going? West?

13 Matthew Loveland: West. Through the existing Lakeshore outflow put in by Red
14 Pine.

15 Patrick O'Brien: One of the challenges for us is that we generally like the lot plan to
16 be approved as part of everything. Where the plat matches the lot plan and what
17 we're looking at in terms of some engineering issues related to the storm drain, if the
18 Planning Commission sees fit to recommend it for approval tonight, the only
19 condition that I would ask from a staff perspective is that it cannot go to City Council
20 until the lot plan has been approved. That would shorten the process. We want to
21 help applicants where we're able, and this is a situation where we could do that. Some
22 of the things relate to a decision that the city needs to make in terms of the
23 calculations and whether or not that is the direction the city wants to go. The plats
24 do match what is in the lot plan. If the lot plan had to change for any reason, then
25 these plats would not match, and we would change our recommendation as it goes
26 to the City Council. I don't see that being an issue. It's completely different items.
27 But we would still require the block plan and the lot plan to be approved before it
28 can be placed on an agenda for City Council.

29 Bruce Frandsen: Who is the approval for block and lot plans?

30 Patrick O'Brien: Staff.

31 Bruce Frandsen: I thought in the past they would come here [to Planning
32 Commission].

APPROVED MINUTES

1 Patrick O’Brien: The District Framework Plan comes to the Planning Commission
2 and then goes to City Council. Naturally we would prefer it if the lot and the block
3 plans were approved beforehand. That is our standard.

4 The staff and Mr. Ken Berg affirmed.

5 **Bruce Frandsen motioned to recommend approval on the final plat for**
6 **Meadowbrook Plat A, located in the area of 620 South 850 West, in the Transit**
7 **Oriented Development Zone, subject to any conditions found in the Staff**
8 **Report and contingent on the lot and block plan being approved by staff prior**
9 **to going to City Council.**

10 **Chris Christiansen seconded the motion. Voting was as follows:**

- 11
- 12 **John Woffinden AYE**
- 13 **Christine Anderson AYE**
- 14 **Chris Christiansen AYE**
- 15 **Bruce Frandsen AYE**
- 16 **David Bird AYE**
- 17 **Rodney Martin AYE**

18
19 **The motion passed**

20

21 **Bruce Frandsen motioned to recommend approval on the Final Plat for**
22 **Meadowbrook Plat B, located in the area of 460 S 740 W in the TOD Zone,**
23 **subject to any conditions found in the Staff Report and contingent on the lot**
24 **and block plan being approved by staff prior to going to City Council.**

25

26 **David Bird seconded the motion. Voting was as follows:**

- 27
- 28 **John Woffinden AYE**
- 29 **Christine Anderson AYE**
- 30 **Chris Christiansen AYE**
- 31 **Bruce Frandsen AYE**
- 32 **David Bird AYE**
- 33 **Rodney Martin AYE**

34
35 **The motion passed**

36

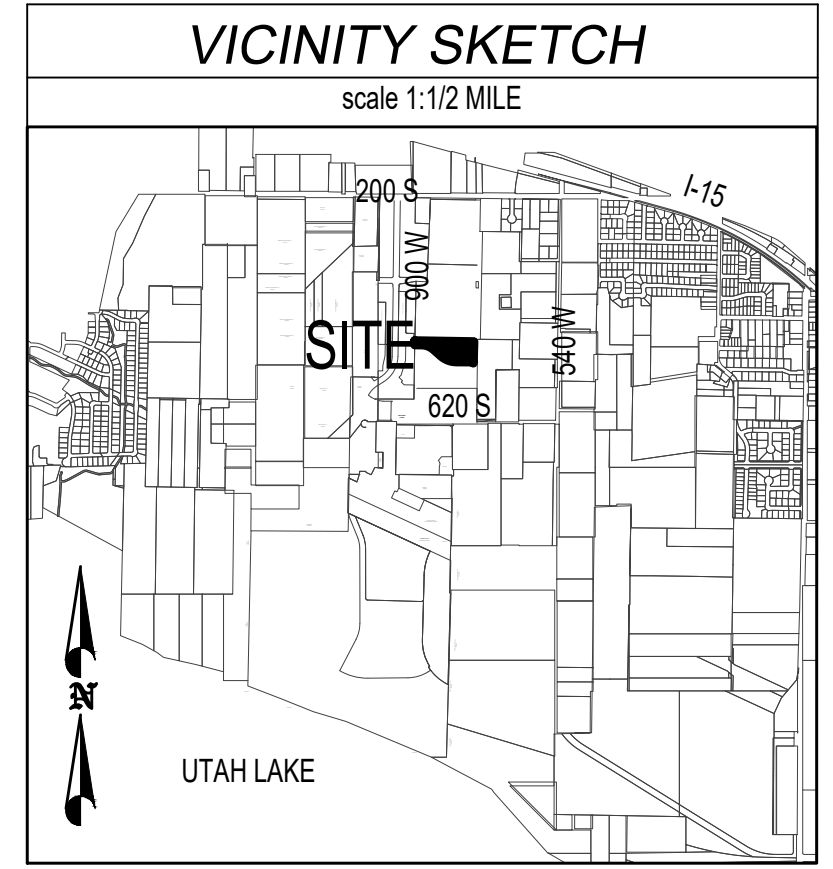
Attachment: 12.07.2022 - APPROVED PC Minutes - Meadowbrook Plat A-B (Meadowbrook Phase 1B - Final Plat)

CURVE TABLE

Table with columns: CURVE, RADIUS, LENGTH, DELTA, CHORD, BEARING. Contains data for curves C1 through C31.

MEADOWBROOK TOD PLAT B
A TRANSIT-ORIENTED DEVELOPMENT
LOCATED IN THE SOUTHEAST & SOUTHWEST QUARTERS OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AMERICAN FORK CITY, UTAH COUNTY, UTAH

ADDRESSES table listing units 201 through 224 with their respective street addresses.



SURVEYOR'S CERTIFICATE
I, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD A LICENSE IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT, UTAH CODE ANNOTATED, 1953 AS AMENDED.

BOUNDARY DESCRIPTION
BEGINNING AT A POINT LOCATED NORTH 00°03'33" EAST ALONG SECTION LINE 1723.55 FEET AND WEST 1861.74 FEET FROM THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;

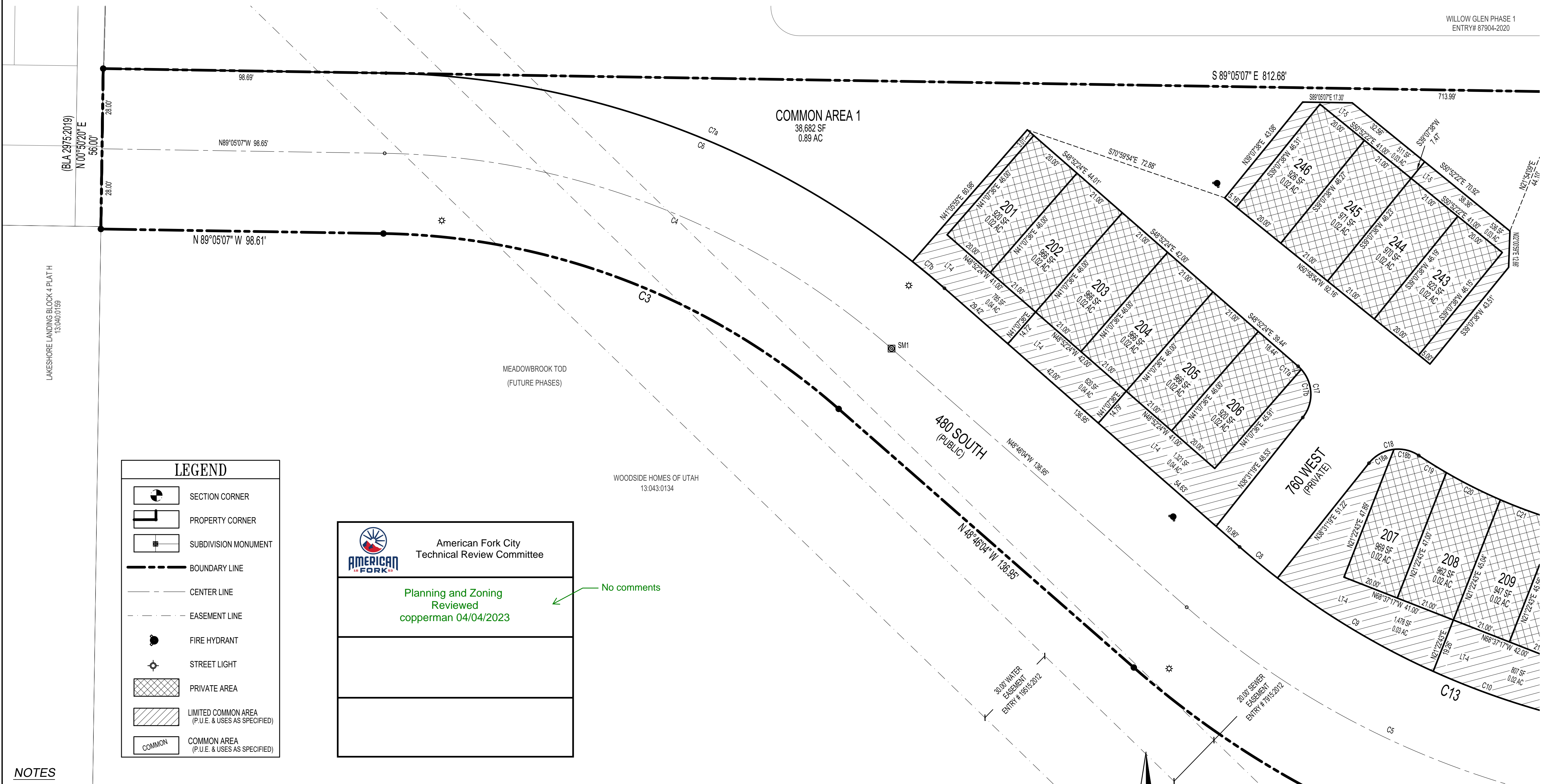
OWNER'S DEDICATION
THE UNDERSIGNED OWNERS OF THE PROPERTY DESCRIBED ABOVE AND SHOWN ON THIS PLAT, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, STREETS, AND EASEMENTS AND DO HEREBY DEDICATE ANY PUBLIC STREETS AND OTHER PUBLIC AREAS SHOWN THEREON FOR THE PERPETUAL USE OF THE PUBLIC.

ACKNOWLEDGMENT
STATE OF UTAH
COUNTY OF UTAH
ON THE ___ DAY OF ___, A.D. ___ PERSONALLY APPEARED BEFORE ME

ACCEPTANCE BY LEGISLATIVE BODY
THE ___ CITY COUNCIL OF AMERICAN FORK CITY COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS AND EASEMENTS FOR THE PERPETUAL USE OF THE PUBLIC THIS

PLANNING COMMISSION APPROVAL
APPROVED THIS ___ DAY OF ___, A.D. ___ BY THE AMERICAN FORK CITY PLANNING COMMISSION

MEADOWBROOK TOD PLAT B
A TRANSIT-ORIENTED DEVELOPMENT
LOCATED IN THE SOUTHEAST & SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AMERICAN FORK CITY, UTAH COUNTY, UTAH



LEGEND
SECTION CORNER
PROPERTY CORNER
SUBDIVISION MONUMENT
BOUNDARY LINE
CENTER LINE
EASEMENT LINE
FIRE HYDRANT
STREET LIGHT
PRIVATE AREA
LIMITED COMMON AREA
COMMON AREA

American Fork City Technical Review Committee
Planning and Zoning Reviewed
copperman 04/04/2023
No comments

- NOTES
1. IT IS HEREBY STATED, UNDERSTOOD, AND DEDICATED THAT ALL UNITS HAVE A CROSS-EASEMENT WITHIN THE EXTERIOR WALLS, ATTIC SPACE, ALL COMMON DIVISION WALLS, AND BELOW THE BOTTOM FLOOR FOR THE PLACEMENT OF NECESSARY UTILITIES TO SERVE ADJACENT UNITS WITHIN A GIVEN BUILDING SHELL.

RESERVATION OF COMMON AREAS & LIMITED COMMON EASEMENTS
THE OWNER, IN RECORDING THIS PLAT (THE DEVELOPMENT) HAS DESIGNATED CERTAIN AREAS OF THE DEVELOPMENT AS COMMON AREAS AND LIMITED COMMON AREAS, INTENDED FOR THE OWNERS OF MEADOWBROOK TOD FOR INGRESS, EGRESS, RECREATIONAL AND OTHER RELATED USES AS SET FORTH IN THE DECLARATION OF PROTECTIVE EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS (THE DECLARATION) PERTAINING TO THE DEVELOPMENT.

PUBLIC UTILITY EASEMENTS
IN ADDITION TO THE PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT, ALL COMMON AREAS AND LIMITED COMMON AREAS ARE PUBLIC UTILITY EASEMENTS, INCLUDING FULL RIGHT-OF-WAY ACCESS THERETO, IN FAVOR OF AMERICAN FORK CITY.

REFERENCE DOCUMENTS:
NOTICE OF INTEREST, BUILDING REQUIREMENTS, AND ESTABLISHMENT OF RESTRICTIVE COVENANTS
RECORDED IN THE OFFICE OF THE UTAH COUNTY RECORDER AS ENTRY NO: _____

TABULATIONS
DEVELOPMENT AREA 3.55 AC
EXISTING ZONING BLOCK TYPE 3
LAND USE: TOD
FLOOD ZONE DESIGNATION: X
FIRM MAP PANEL #: 49049C0306F
EFFECTIVE DATE: JUNE 19, 2020

REFERENCE DOCUMENTS, TABULATIONS, AZTEC engineering inc. (SURVEYOR), berg CIVIL ENGINEERING (ENGINEER), SEWER & WATER AUTHORITY APPROVAL, SCALE 1"=20'

Attachment: COMMENTS UPDATED (2023.04.06) MB BLOCK 5 PLAT B 03-10-2023 (Meadowbrook Phase 1B - Final Plat)



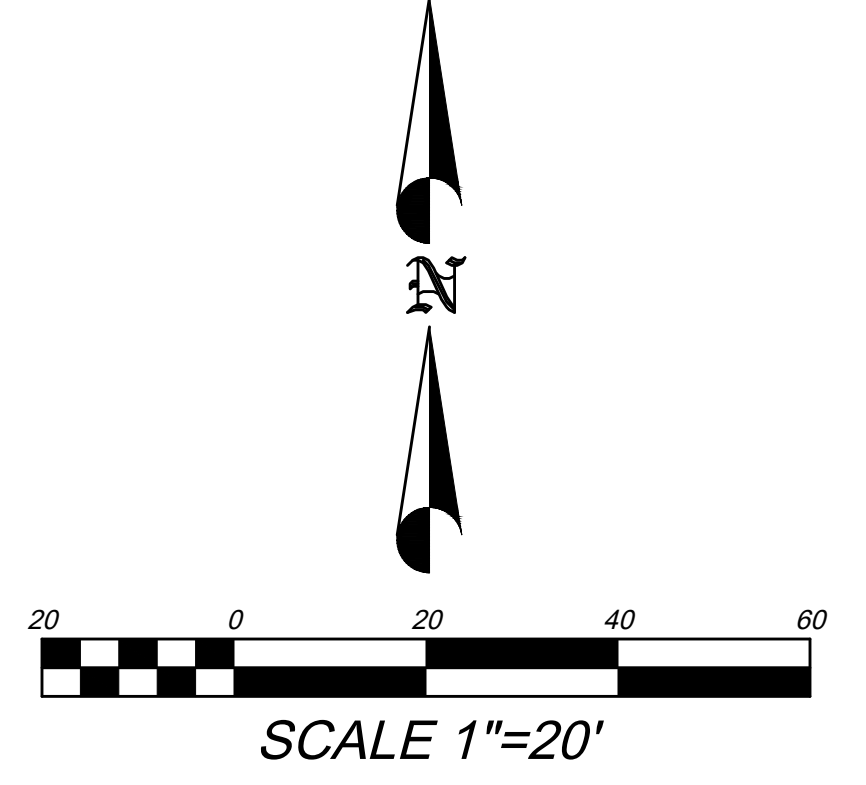
- NOTES**
- IT IS HEREBY STATED, UNDERSTOOD, AND DEDICATED THAT ALL UNITS HAVE A CROSS-EASEMENT WITHIN THE EXTERIOR WALLS, ATTIC SPACE, ALL COMMON DIVISION WALLS, AND BELOW THE BOTTOM FLOOR FOR THE PLACEMENT OF NECESSARY UTILITIES TO SERVE ADJACENT UNITS WITHIN A GIVEN BUILDING SHELL. IF THE ABOVE EASEMENT IS NOT UTILIZED DURING THE INITIAL BUILDING CONSTRUCTION FOR THE FIRST OCCUPANCY, THE EASEMENT SHALL BE VACATED WHERE FURTHER USE WOULD CAUSE AN ADJACENT OWNER RECONSTRUCTION FOR PLACEMENT OF AN ADDITIONAL UTILITY NOT ALREADY CONTAINED WITHIN THE SHELL. THERE SHALL BE NO VACATION OF THIS COMMON AREA AND CROSS-EASEMENT IN THE CASE OF ANY NECESSARY STRUCTURAL REMEDIATION OR REPAIRS TO UTILITIES ALREADY IN PLACE WITHIN A GIVEN AREA DEFINED HEREIN.
 - NO SPECIFIC BUILDING PLAN IS INCLUDED WITH THE UNIT AREAS DEFINED ON THE PLAN. THESE PRIVATE UNIT AREAS CONTAIN NO OTHER ENCUMBRANCES THAN THOSE STATED WITHIN THE NOTES OR IN THE CC&RS.
 - OFFSET-PINS TO BE PLACED IN THE BACK OF THE CURB AND 5" BY 24" REBAR WITH NUMBERED SURVEY CAP TO BE PLACED AT ALL LOTS REAR CORNERS PRIOR TO OCCUPANCY.
 - BUILDING PERMITS WILL NOT BE ISSUED FOR ANY HOME UNTIL 1) ASPHALT PAVING IS INSTALLED AND 2) FIRE HYDRANTS ARE INSTALLED, APPROVED BY THE FIRE MARSHAL AND CHARGED WITH CULINARY WATER.
 - LOWEST FLOOR SLAB ELEVATION MUST BE A MINIMUM OF 3 FEET ABOVE WATER LEVEL MEASURED DURING SPRING SEASON.

RESERVATION OF COMMON AREAS & LIMITED COMMON EASEMENTS

THE OWNER, IN RECORDING THIS PLAT (THE DEVELOPMENT) HAS DESIGNATED CERTAIN AREAS OF THE DEVELOPMENT AS COMMON AREAS AND LIMITED COMMON EASEMENTS, INTENDED FOR THE OWNERS OF MEADOWBROOK TOD FOR INGRESS, EGRESS, RECREATIONAL AND OTHER RELATED USES AS SET FORTH IN THE DECLARATION OF PROTECTIVE EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS ("THE DECLARATION") PERTAINING TO THE DEVELOPMENT. THE DESIGNATED AREAS ARE NOT INTENDED, NOR ARE THEY DEDICATED, FOR USE BY THE GENERAL PUBLIC, BUT ARE RESERVED FOR THE COMMON USE AND ENJOYMENT OF THE OWNERS IN THE DEVELOPMENT, AS MORE FULLY PROVIDED IN THE DECLARATION RECORDED CONCURRENTLY WITH THE PLAT IN THE OFFICIAL RECORDS OF UTAH COUNTY, UTAH.

PUBLIC UTILITY EASEMENTS

IN ADDITION TO THE PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT, ALL COMMON AREAS AND LIMITED COMMON EASEMENTS ARE PUBLIC UTILITY EASEMENTS, INCLUDING FULL RIGHT-OF-WAY ACCESS THERETO, IN FAVOR OF AMERICAN FORK CITY.



SURVEYOR

AZTEC engineering inc.
732 N. 780 W.
AMERICAN FORK, UT. 84003
aztecengineering@gmail.com

ENGINEER

BERG
CIVIL ENGINEERING
11038 N Highland Blvd Suite 400
Highland UT. 84050
office (801) 492-1277
cell (801) 616-1677

MEADOWBROOK TOD PLAT B
A TRANSIT-ORIENTED DEVELOPMENT
LOCATED IN THE SOUTHEAST & SOUTHWEST QUARTER OF SECTION 22
TOWNSHIP 5 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN,
AMERICAN FORK CITY, UTAH COUNTY, UTAH

SCALE: 1" = 20' FEET SHEET 2 OF 2

SURVEYOR'S SEAL NOTARY PUBLIC SEAL CLERK-RECORDER SEAL

12/19/2022



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
APRIL 11, 2023**

Department Public Works Director Approval Susan GoebelCanning

AGENDA ITEM Review and action on approval of a Master Landscape Maintenance Agreement with UDOT.

SUMMARY RECOMMENDATION: Staff recommends approval of the Landscape Agreement with UDOT.

BACKGROUND: Typically the Utah Department of Transportation (UDOT) installs natural, self-sustaining vegetation that requires no irrigation in UDOT right-of-ways (ROW). UDOT landscape agreements allow for cities to place enhanced landscaping in UDOT ROW if the city agrees to maintain the higher level of maintenance. American Fork City (AFC) currently has site specific agreements for three locations where we have enhanced vegetation in UDOT ROW: the 500 East Interchange, Main Street Interchange, and the Park and Ride. This master agreement serves as a blanket easement for UDOT ROW sites throughout the City. The agreement also allows the cities to permit third party entities ability to install landscape improvements. In several cases in AFC, private developments enjoy having enhanced vegetation to make their development more aesthetically pleasing. These developments are required by AFC to assume long-term landscape responsibilities for maintaining these improvements. Also included is an addendum option should a UDOT site have certain conditions that UDOT and AFC need to agree upon.

BUDGET IMPACT: N/A

SUGGESTED MOTION: I move to approve the UDOT Master Landscape Maintenance agreement and authorize the city to sign the agreement.

SUPPORTING DOCUMENTS

AMERICAN FORK - UDOT MLMA Form Document (DOCX)



State of Utah
Department of Transportation

MASTER LANDSCAPE MAINTENANCE AGREEMENT

THIS MASTER LANDSCAPE MAINTENANCE AGREEMENT (“Agreement”) is made and entered to be effective as of _____ (the **“Effective Date”**), by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, an agency of the State of Utah (**“UDOT”**) and **AMERICAN FORK CITY**, a Utah municipal corporation (the **“Local Government”**).

RECITALS

- A. When UDOT places landscaping vegetation for its own work, UDOT’s baseline involves placing seed with natural, self-sustaining grass and shrub species that do not require any irrigation. UDOT applies this baseline under UDOT manuals and specifications.
- B. Local jurisdictions are responsible for vegetation in the UDOT right-of-way when required by Utah Administrative Code R918-6-4 (**“Section R918-6-4”**) or other applicable law, or when a local jurisdiction has assumed landscape responsibilities under a UDOT contract or permit, or when a local jurisdiction has granted a permission or issued a permit to a third party that allows an installation by the third party (which requires compliance with Utah Code §§ 72-3-109 and 72-7-102), (collectively a **“Landscape Improvement”**). These laws, contracts, and permits may impose requirements for more than just vegetation in the UDOT right-of-way, but for purposes of this Agreement, a Landscape Improvement refers only to areas of vegetation.
- C. UDOT first must authorize the installation of a Landscape Improvement. UDOT does this through a UDOT agreement (such as a Betterment Agreement or Cooperative Agreement), or pursuant to a UDOT permit, or by giving an approval so a local jurisdiction can grant permission to, or issue a permit to, a third party.
- D. When UDOT authorizes the installation of a Landscape Improvement, UDOT also requires a local jurisdiction to enter this Agreement. This is a master agreement that applies to all Landscape Improvement sites that involve vegetation within the local jurisdiction (except as stated herein). The purpose of this Agreement is to implement uniform requirements that: (i) address long-term maintenance responsibilities and requirements for Landscape Improvements that involve vegetation; and (ii) provide for their ongoing care and upkeep.

AGREEMENT

NOW THEREFORE, in consideration of the forgoing recitals, which by this reference are incorporated into this Agreement, and the following terms and conditions, the parties agree as follows:

1. Agreement Applicability. This Agreement applies to each Landscape Improvement (as defined in Recital B) within the Local Government’s jurisdiction once each installation is complete, and it takes priority over any conflicting terms in other agreements or permits, except as follows:

- a. UDOT-Owned Improvements. UDOT-owned landscaping is not subject to this Agreement.
 - b. Conflicting Prior Authorizations. If a Landscape Improvement existed in the Local Government’s jurisdiction before the Effective Date of this Agreement, and its long-term care is subject to terms stated in a different UDOT agreement, permit or other authorization, then the different UDOT agreement, permit or other authorization governs that site.
2. Landscape Improvement Requirements. The Local Government shall comply with the following requirements and shall also require the Local Government’s permittees to comply with the following requirements. Compliance is a condition of UDOT’s consent to a Landscape Improvement.
- a. Effect of Consent. The owner of a Landscape Improvement, which may be either the Local Government or a Local Government permittee (an “**Improvement Owner**”), only owns the Landscape Improvement. UDOT’s consent only authorizes the Improvement Owner to make a non-exclusive use of the surface of a UDOT right-of-way in the manner stated in the document that authorized installation for the Landscape Improvement. UDOT’s property ownership interests are not affected in any manner by a Landscape Improvement.
 - b. Standard of Care. The Local Government or other Improvement Owner must provide all reasonable and routine care that may be required to maintain the Landscape Improvement, for the duration of its installation, substantially in the condition that UDOT consented to. The reasonable and routine care that is necessary to meet this standard requires complying with all of the requirements stated in Section R918-6-4. That may include, but is not limited to, actions such as the following: maintaining irrigation systems, inspecting, removing trash and dead plant materials, replenishing approved installations, controlling weeds and pests, repairing damage, remedying hazardous conditions, complying with applicable local codes, and other measures.
 - c. Safety. Landscape Improvements must be maintained in a manner that is consistent with the safe and efficient use of the UDOT roadway. Among other things, the Local Government or other Improvement Owner must prevent elements from blocking signs or intruding onto paved surfaces within the UDOT right-of-way. Any intrusions, impairments, or other safety and efficiency concerns must be promptly remedied.
 - d. Protection of UDOT Property. The Local Government or other Improvement Owner shall use reasonable care to protect UDOT’s property from damage. Among other things, maintenance work shall not damage UDOT’s paved surfaces, signs, or other roadway appurtenances, and no substances that are regulated as hazardous (as such term is defined by applicable law) shall be placed on UDOT’s property. The Local Government or other Improvement Owner shall also use reasonable care to protect improvements owned by others that are present at the site of the Landscape Improvement.
 - e. Roadway Access. If any maintenance work requires traffic control or lane closures, that access requires obtaining an encroachment permit from UDOT. All persons who work in a UDOT right-of-way must wear approved DOT Personal Protective Equipment and Safety Clothing (see UDOT Policy 06E-02, or its successor, on UDOT’s website). Volunteers working in a UDOT right-of-way must be at least 16 years old, and if they are between the ages of 16 and 18, they must have adult supervision at all times. Contact a UDOT permit official to ensure compliance with safety requirements.

- f. Substantial Changes. UDOT must issue a new, written authorization before a Local Government or other Improvement Owner can make substantial changes to what UDOT approved for a Landscape Improvement. If so authorized, once the changes have been installed, this Agreement continues to apply.
 - g. Responsibility and Enforcement. If the Local Government issues a permit that allows a permittee to install a Landscape Improvement, the Local Government (under Sections 72-3-109, 72-7-102, and R918-6-4) and the permittee (under the permit) are both responsible for that Landscape Improvement under applicable law and this Agreement. If the Local Government makes the permittee primarily responsible for the Landscape Improvement, the Local Government will take reasonable enforcement actions to require Local Government permittees to comply with the requirements of this Agreement. Reasonable actions include, but are not limited to, the following: the Local Government will make the requirements of this Agreement applicable to its permittees (as stated below); and reasonable enforcement actions may include, but are not required to include, taking legal action against a permittee.
3. Remedies. If a Landscape Improvement is not maintained as required by Section 2, UDOT and the Local Government shall have remedies as follows:
- a. UDOT Remedies. UDOT has all remedies available by law, and the following remedies are not exclusive:
 - i. UDOT shall not bear any cost for, or have any obligation to maintain, a Landscape Improvement that the Local Government is responsible for (whether it responsible by law or pursuant to a UDOT agreement, permit or other approval). The parties acknowledge that this Agreement does not change applicable law, which includes, but is not limited to, Utah Code §§ 72-3-109 and 72-7-102, and Section R918-6-4.
 - ii. UDOT is the owner of the right-of-way, and UDOT can enter a Landscape Improvement at any time for any reason.
 - iii. UDOT has the right, but not the obligation, to remedy any violation of this Agreement at the expense of the Local Government or other Improvement Owner after providing reasonable notice to them. If they fail to remedy the violation as provided in the notice, UDOT may, but is not obligated to, take remedial action at the expense of the Local Government and other Improvement Owner. Any action or inaction by UDOT in connection with a Landscape Improvement does not constitute an assumption of any responsibility or liability by UDOT, and it does not constitute a waiver of any requirement of this Agreement.
 - iv. If UDOT has sent two written notices to an Improvement Owner (whether the Improvement Owner is the Local Government or its permittee) concerning a violation of this Agreement, and if thereafter the violation is remedied and UDOT agrees to allow the Landscape Improvement to remain on UDOT property, UDOT also may require the Improvement Owner to file a bond with UDOT in an amount not to exceed \$10,000 to protect UDOT against the cost of future violations. The Improvement Owner shall maintain the bond for a 24-month period at a minimum. If the Improvement Owner is a permittee of the Local Government, UDOT agrees that the Local Government can also take this action in addition to UDOT.

- v. An Improvement Owner may remedy a violation of this Agreement through work provided by a third party, such as a contractor with warranty obligations. But the Local Government and its permittees remain responsible for all costs and obligations that relate to a Landscape Improvement for which they have responsibilities under statutes, regulations, or permits.
 - vi. Landscape uses of UDOT's right-of-way are subordinate to UDOT's transportation purposes. An Improvement Owner places plants and improvements in UDOT's right-of-way at its own risk. If UDOT takes any action in connection with its right-of-way, UDOT may remove a Landscape Improvement without compensating an Improvement Owner. UDOT also may, but is not obligated to, provide replacement landscaping as UDOT may determine.
 - v. UDOT hereby advises the Local Government that UDOT considers compliance with this Agreement and with Section R918-6-4 and other applicable law when determining whether UDOT will consent to the Local Government's Landscape Improvements, or whether UDOT will consent to a Local Government permit pursuant to Utah Code §§ 72-3-109 and 72-7-102.
- b. Cooperation. The Local Government and UDOT agree to the following:
- i. The parties agree to cooperate and work together in good faith.
 - ii. If any object is installed in a UDOT right-of-way without authorization by UDOT or by the Local Government, the object is in UDOT's right-of-way unlawfully. UDOT and the Local Government each may remove such installation under their legal authority. UDOT and the Local Government each may also require the object's owner to obtain proper authorizations for such improvement at such owner's expense.
 - iii. If the parties dispute what constitutes a violation of this Agreement, or whether a specific Landscape Improvement was properly authorized, or whether any maintenance is subject to Section R918-6-4 or other applicable requirements, or other matters, the parties agree to do the following before pursuing any other remedy that they may have:
 1. UDOT and the Local Government agree that they will first send a decision maker from each party to a dispute resolution meeting to discuss the disagreement in good faith, present information in support of each party's position, and attempt to reach a resolution.
 2. If the dispute resolution meeting does not fully resolve the matter, the Local Government agrees to submit full information concerning its dispute to a UDOT Region Director to obtain a decision by UDOT.
 - iv. For Local Government permits issued after the Effective Date of this Agreement, the Local Government agrees to require its Landscape Improvement permittees to: (1) comply with the terms of, and assume the Local Government's obligations under, this Agreement as if it had been entered between UDOT and the permittee in connection with the permittee's Landscape Improvement; and (2) agree that both UDOT and the Local Government may enforce the terms of this Agreement directly against the permittee. Among other things, UDOT and the Local Government shall each have the right, but not the obligation, to enforce the indemnity and other

- obligations contained in Section 5 of this Agreement directly against a permittee.
- v. If utility owners or others with a right to be present in the UDOT right-of-way pursue work within a Landscape Improvement, the Improvement Owner is solely responsible to coordinate work to address any impacts to the Landscape Improvement.
 - c. Site Addendum. If ongoing maintenance needs for a specific Landscape Improvement site require terms in addition to those contained in this Agreement, the parties may address them in a Site Addendum to this Agreement that is substantially in the form attached at Exhibit A and incorporated herein.
4. Term. This Agreement shall remain in effect while any Landscape Improvement that is subject to this Agreement remains within the Local Government's jurisdiction. From time to time, UDOT may update this Agreement consistent with then-applicable requirements.
 5. Indemnity and Insurance. The following shall apply:
 - a. Indemnity. The Local Government agrees to indemnify, defend, and save harmless UDOT and its commissioners and employees from and against all losses of every kind (including but not limited to any claims, suits, costs, environmental contamination damages and penalties, and loss from personal injuries and property damage) that arise from or relate to (i) the Local Government's use of UDOT property in connection with this Agreement; or (ii) any wrongful or negligent act or omission of the Local Government or its employees, agents, contractors or consultants in connection with entering or performing this Agreement. The Local Government is a governmental entity subject to the Utah Governmental Immunity Act, and nothing in this paragraph is intended to waive any provision of the Utah Governmental Immunity Act provided said Act applies to the loss in question. This Agreement does not require the Local Government to indemnify UDOT against UDOT's sole negligence.
 - b. Damage to UDOT Property. In addition to the indemnification obligation set forth above, the Local Government, at its cost, shall repair or replace (to UDOT's reasonable satisfaction) any property that belongs to UDOT that is damaged in connection with a Landscape Improvement to the extent that such damage arises from or relates to an act or omission (negligent or otherwise) of the Local Government or its employees, agents, contractors, consultants, or permittees. The Local Government shall promptly notify UDOT of any such damage.
 - c. Notification. The parties agree to promptly notify each other of any potential claims or losses that may affect the other party that relate to a Landscape Improvement.
 - d. Insurance. Each party agrees to require its contractors and consultants working in connection with this Agreement to maintain insurance in amounts reasonably sufficient to pay for loss arising from the contractor's or consultant's acts or omissions (negligent or otherwise). In addition, the Local Government hereby represents that it is a member of the Utah Local Governments Trust or is adequately self-insured, and it agrees that it will remain so for as long as it has any Landscape Improvements located on UDOT's property.
 6. Miscellaneous. The following terms apply to this Agreement:

- a. Any party may give a written notice under this Agreement by delivering it to the following physical address (an email may be used in addition as a courtesy), and notice is effective upon delivery when delivered by hand or by overnight delivery service with confirmation of delivery (or, if placed in the U.S. mail, notice is effective three days after such notice receives a postmark):

| | |
|--|-----------------------------|
| <p>To UDOT:</p> <p>UDOT 4501 South 2700 West Box 143600 Salt Lake City, UT 84114 Attention: Director of Preconstruction</p> <p>With a copy to:</p> <p>Assistant Attorney General (UDOT) 4501 South 2700 West Box 143600 Salt Lake City, UT 84114</p> | <p>To Local Government:</p> |
|--|-----------------------------|

- b. The parties agree to undertake and perform all further acts that are reasonably necessary (except when expressly prohibited by law) to carry out the intent and purpose of the Agreement and to assist UDOT with maintaining compliance with the legal requirements applicable to UDOT after receiving a written notice that explains the need for such action.
- c. UDOT’s action or inaction when providing a consent, review, acceptance, or approval or when taking other action hereunder, for any conditions, inspections, plans, specifications, or work, is for purposes of administering this Agreement only, and it does not constitute an assumption by UDOT of any responsibility or liability for the same.
- d. No part of this Agreement may be waived, whether by a party’s failure to insist on strict performance of this Agreement or otherwise, except in a writing signed by an authorized representative of the party waiving. No party may assign this Agreement without the other parties’ prior written authorization, and any purported assignment to the contrary is void. This Agreement does not create any agency, joint venture, partnership, or other relationship among the parties, and it is intended only for the parties hereto and does not create any third-party beneficiaries. This Agreement is governed by Utah law without reference to choice or conflict of law provisions. Jurisdiction for any judicial action brought in connection with this Agreement shall be brought in a court in Salt Lake County, Utah, and ALL PARTIES KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO A JURY TRIAL. Time is of the essence. This Agreement (or, if any part hereof is invalidated by law, this Agreement’s remaining provisions) shall be construed to enforce its terms to the fullest extent allowed under applicable law to give effect to the intent of the parties. This Agreement will not be construed to have a drafter or be construed against a drafter. This Agreement’s headings are for convenience only and do not alter the meaning of its text.

Attachment: AMERICAN FORK - UDOT MLMA Form Document (UDOT Master Landscape Maintenance Agreement)

All rights and remedies in this Agreement are cumulative and nonexclusive and do not limit any other rights and remedies of the parties. The indemnity provision, remedies, and other terms that by their nature are intended to survive a termination of this Agreement shall survive a termination. Nothing in this Agreement shall be construed to limit UDOT's governmental powers and authority. This Agreement may only be amended in a written document that is signed by an authorized representative of each party. This is the entire agreement of the parties with respect to the subject matter hereof and it shall supersede all prior negotiations, understandings, and agreements with respect to such subject matter. Each party warrants that all of its representatives who are necessary to make this Agreement fully binding against the party (and its successors and assigns, if any) have signed below with the party's authorization, and that this Agreement's terms do not violate other contracts and commitments of the party. This Agreement may be signed in counterparts and signed electronically.

IN WITNESS WHEREOF, the parties hereto have each caused an authorized representative to execute this Agreement as of the Effective Date first written above.

| | |
|---|---|
| <p>Utah Department of Transportation, an agency of the State of Utah</p> <p>By: _____ Its: _____</p> | <p>UDOT Comptroller's Office:</p> <p>By: _____ Its: _____</p> |
| <p>Approval/Recommended By:</p> <p>By: _____ Its: _____</p> | <p>Approval/Recommended By:</p> <p>By: _____ Its: _____</p> |

| | |
|---|---|
| <p>INSERT LOCAL GOVERNMENT'S NAME AND ENTITY TYPE HERE</p> <p>By: _____ Its: _____</p> | <p>By: _____ Its: _____</p> <p>"SEAL"</p> |
|---|---|

EXHIBIT A

MLMA SITE ADDENDUM FORM

An MLMA Site Addendum is used when it is necessary to state terms in addition to those in the MLMA to address the ongoing maintenance and care needs of a particular Landscape Improvement Site.

(See next page)



**State of Utah
Department of Transportation**

| | | |
|---|---|---|
| <p align="center">MLMA Site Addendum to Current Master Landscape Maintenance Agreement Addendum to UDOT Finance Number xxxxx</p> | <p>Project Name:</p> <p>Local Government Agency:</p> | <p>Finance Number:</p> <p>Tracking Number:</p> |
| <p>Project #: PIN: Or Permit #:</p> | <p>Site of the Landscape Improvement that requires additional ongoing maintenance terms: <i>(Enter Route, Street Name, Name of City, Name of County, Utah):</i></p> | <p>Date Executed:</p> |

THIS MLMA SITE ADDENDUM (“Addendum”) is made and entered to be effective as of the “Date Executed” which is stated above, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, an agency of the State of Utah (“**UDOT**”), and **TOWN/CITY**, a Utah municipal corporation (the “**Local Government**”).

RECITALS

WHEREAS, the Parties hereto entered into a Master Landscape Maintenance Agreement, which may have been amended or restated from time to time (the “**Agreement**”), and the current Agreement’s finance number is _____ with an Effective Date of _____, as shown in Exhibit “A” attached hereto for reference; and

WHEREAS, this Addendum is a part of and is governed by the Agreement (including, but not limited to, the Agreement’s defined terms); and

WHEREAS, the Parties are entering this Addendum to address ongoing maintenance and care needs at the site which is stated above (the “**Site**”) in addition to the terms stated in the Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the forgoing recitals, which by this reference are incorporated into this Supplemental Agreement, and the following terms and conditions, it is agreed by and between the parties as follows:

1. Nature of Addendum. This Addendum is a part of and is governed by the Agreement, and all of the Agreement’s terms and conditions (including, but not limited to, definitions for capitalized terms) fully apply to this Addendum, except to the extent that paragraph 4 of this Addendum expressly modifies the Agreement for this Site only.

- 2. Landscape Improvement Site Conditions. [INSTRUCTIONS (DELETE THESE INSTRUCTIONS WHEN FINALIZING): IN THIS SECTION, DESCRIBE SPECIFIC SITE CONDITIONS THAT NEED ADDITIONAL TERMS TO ADDRESS ONGOING MAINTENANCE AND CARE RESPONSIBILITIES, AND STATE THE NEEDED TERMS. FOR EXAMPLE, IF UDOT HAS AGREED TO ALLOW DRAINAGE FROM THE SITE TO ENTER UDOT’S STORM DRAIN SYSTEM (WHICH NORMALLY IS NOT THE CASE), EXPLAIN THAT CONDITION HERE AND STATE THE TERMS FOR ALLOWING THE DRAINAGE. DO NOT ALTER THE MASTER AGREEMENT IN THIS SECTION. IF THIS SECTION IS NOT APPLICABLE, WRITE “N/A” AFTER THE TITLE OF THIS PARAGRAPH. IF YOU NEED TO ATTACH A MAP EXHIBIT FOR THIS PARAGRAPH, INCLUDE THIS LANGUAGE HERE: The Landscape Improvement for this Site is shown in Exhibit __ to this Addendum, which is attached hereto and made a part hereof.]

- 3. Access. [INSTRUCTIONS (DELETE THESE INSTRUCTIONS WHEN FINALIZING): IN THIS SECTION, IF NEEDED, INCLUDE ANY ADDITIONAL TERMS ABOUT ACCESS. FOR EXAMPLE, NORMALLY UDOT REQUIRES AN ENCROACHMENT PERMIT TO OBTAIN ACCESS, BUT IN UNUSUAL CIRCUMSTANCES, A LICENSE MIGHT BE APPROPRIATE. THAT WOULD BE INCLUDED HERE. DO NOT ALTER THE MASTER AGREEMENT IN THIS SECTION. IF THIS SECTION IS NOT APPLICABLE, WRITE “N/A” AFTER THE TITLE OF THIS PARAGRAPH. IF YOU NEED TO ATTACH AN EXHIBIT FOR THIS PARAGRAPH, INCLUDE THIS LANGUAGE HERE: Access for the Landscape Improvement for this Site is shown in Exhibit __ to this Addendum, which is attached hereto and made a part hereof.]

- 4. Changes to Agreement for This Site Only. The Agreement is hereby modified as follows for this Site only: [INSTRUCTIONS (DELETE THESE INSTRUCTIONS WHEN FINALIZING): IN THIS SECTION, IF NEEDED, STATE IN DETAIL ANY MODIFICATIONS TO THE MASTER AGREEMENT THAT WILL APPLY TO THIS SITE ONLY. IDENTIFY THE AGREEMENT PARAGRAPH THAT IS BEING MODIFIED, AND THEN STATE THE MODIFICATION. AN ADDENDUM CAN ONLY BE USED TO MAKE A SITE-SPECIFIC CHANGE TO THE MASTER AGREEMENT, NOT A GENERAL AMENDMENT TO THE MASTER AGREEMENT. ALSO, AN ADDENDUM CAN ONLY CHANGE ONGOING MAINTENANCE AND CARE RESPONSIBILITIES. IF THE LOCAL GOVERNMENT IS PROPOSING A NEW INSTALLATION OR A MAJOR CHANGE TO AN EXISTING INSTALLATION, THAT MUST BE AUTHORIZED THROUGH AN AGREEMENT, SUCH AS A BETTERMENT AGREEMENT OR A COOPERATIVE AGREEMENT, OR A PERMIT, OR A LOCAL PERMIT APPROVAL PURSUANT TO UTAH CODE § 72-3-109. SEEK LEGAL ASSISTANCE WHEN NEEDED. IF THIS SECTION IS NOT APPLICABLE, WRITE “N/A” AFTER THE TITLE OF THIS PARAGRAPH. IF YOU NEED TO ATTACH AN EXHIBIT FOR THIS PARAGRAPH, INCLUDE THIS LANGUAGE HERE: Changes for the Landscape Improvement for this Site are shown in Exhibit __ to this Addendum, which is attached hereto and made a part hereof.]

IN WITNESS WHEREOF, the parties hereto have each caused an authorized representative to execute this Addendum to be a part of the Agreement, effective as of the date executed that is first stated above.

| | | | | | | | |
|------------------------------------|--|------|--|--|--|------|--|
| Add - Local Government Name | | | | Utah Department of Transportation | | | |
| By | | Date | | By | | Date | |

Attachment: AMERICAN FORK - UDOT MLMA Form Document (UDOT Master Landscape Maintenance Agreement)

| | | | | | | | |
|---|--|------|--|----------------------|--|------|--|
| <i>Title/Signature of Official</i> | | | | Landscape Architect | | | |
| By | | Date | | By | | Date | |
| <i>Title/Signature of additional official if required</i> | | | | Region Director | | | |
| By | | Date | | By | | Date | |
| <i>Title/Signature of additional official if required</i> | | | | Comptroller's Office | | | |

Attachment: AMERICAN FORK - UDOT MLMA Form Document (UDOT Master Landscape Maintenance Agreement)

EXHIBIT A TO MLMA SITE ADDENDUM

CURRENT MASTER LANDSCAPE MAINTENANCE AGREEMENT

[ATTACH A COPY OF THE CURRENT MASTER AGREEMENT HERE AND DELETE THIS SENTENCE]

Attachment: AMERICAN FORK - UDOT MLMA Form Document (UDOT Master Landscape Maintenance Agreement)

EXHIBIT ____ TO MLMA SITE ADDENDUM

[THIS IS A COVER SHEET IF YOU NEED TO INCLUDE ADDITIONAL EXHIBITS. FILL OUT THE EXHIBIT LETTER AND GIVE IT A NAME FOR EACH EXHIBIT. DELETE THIS PAGE IF THERE ARE NO OTHER EXHIBITS AFTER EXHIBIT A. REMOVE THE TEXT IN THESE BRACKETS BEFORE FINALIZING THE DOCUMENT.]



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
APRIL 11, 2023**

Department Public Works Director Approval Susan GoebelCanning

AGENDA ITEM Review and action on a Cooperative Agreement for Local Agency Performing Work for UDOT for the 700 North/740 North Connection road signal on 100 East.

SUMMARY RECOMMENDATION

Staff recommends approval of this Cooperative Agreement.

BACKGROUND

American Fork City has obtained MAG funding for construction of the 700 N Connector project since this is a regional priority. This project will connect 700 N from 100 E to 200 E. This includes installing a new traffic signal on 740 N 100 E (SR -74) in American Fork. The scope of work includes, but is not limited to, signal design, installation, materials, state furnished materials and power connection. UDOT agrees to pay an estimated value of scope of work \$250,000.

BUDGET IMPACT

The signal installation will be funded by UDOT (Project #S-LC49 (176), PIN:14995, CID:74519) Maximum Project Value authorized \$ 250,000.00

SUGGESTED MOTION

Mr. Mayor, I move to approve the Cooperative Agreement Local Government Performing Work for UDOT as presented, and move for authorization by the City Administrator to enter into the contract with UDOT.

SUPPORTING DOCUMENTS

14995_Coop Agree_Signal_AF (3) (PDF)



State of Utah
Department of Transportation

| | | |
|--|---|-------------------------------------|
| Cooperative Agreement Local Agency Performing Work for UDOT | Project Description: American Fork 700N Connection | Estimated value of scope of work |
| | Local Agency: American Fork | \$250,000.00 |
| PIN: 14995 Project # S-LC49(176) CID: 74519 | | Date Executed |

THIS AGREEMENT, made and entered into on the executed date, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as “**UDOT**”, and **CITY OF AMERICAN FORK**, a political subdivision of the State of Utah, hereinafter referred to as the “**Local Agency.**”

UDOT requested that the Work be included in the Local Agency’s Project. Subject to the attached provisions, **Local Agency** will include the following items into its Project. Unless the parties agree to a lump sum, upon signing this Agreement, **UDOT** agrees that the costs shown are estimates and that it will be responsible for paying the actual costs associated with these items, based on unit bid prices, and actual quantities placed. If a lump sum payment is specified, **UDOT** will not pay for any additional costs beyond the lump sum payment amount.

Description of Work:

Install a new traffic signal at 740 N 100 E (SR-74) in American Fork. Work includes, but not limited to, signal design, installation, materials, state furnished materials, and power connection.

Lump Sum Payment:

| | |
|---|--------------|
| LUMP SUM PAYMENT: TOTAL AMOUNT TO BE PAID BY UDOT | \$250,000.00 |
|---|--------------|

Estimated Project Completion Date: January 2024

Billing must be submitted within 3 months of actual work completion date.

If the actual costs exceed the agreed maximum total cost, **Local Agency** will immediately notify **UDOT** and **UDOT** can determine whether to reduce the scope of Work or continue with the Work at the increased cost. Once final **UDOT** signoff has occurred, the **Local Agency** will submit the receipts of payments for the Work to the **UDOT** Region office. **UDOT** will process the payment of the committed amount or the direct costs of approved activities, whichever is less, within 45 days and send a check to the **Local Agency**.

Total Estimated Reimbursement to the Local Agency is \$250,000.00

Provisions

Local Agency will include the UDOT’s Work provided UDOT pays the actual costs incurred for the Work. Local Agency’s contractor will perform the Work described in this Agreement in accordance with UDOT’s plans and specifications. Local Agency will notify UDOT two weeks in advance prior to starting the Work so UDOT may inspect the Work. UDOT has the right to inspect the Work but may choose not to

exercise this right. Regardless of any inspection by UDOT, Local Agency is still required to construct the Work in accordance with the plans and specifications. UDOT, through its inspection of the Work, will provide Local Agency with information addressing any problems or concerns UDOT may have with acceptance of said Work. Upon completion of the Work, the Local Agency will contact UDOT for a final review and inspection. UDOT reserves the right to withhold payment unless the Work is completed to UDOT standards and specifications. The Local Agency

has the right to correct any deficiencies in a timely manner and resubmit the Work for inspection and approval.

I. Liability:

UDOT and the Local Agency are both governmental entities subject to the Governmental Immunity Act. Each party agrees to indemnify, defend and save harmless the other party from any and all damages, claims, suits, costs, attorney's fees and actions arising from or related to its actions or omissions or the acts or omissions of its officers, agents, or employees in connection with the performance and/or subject matter of this Agreement. The obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided said Act applies to the action or omission giving rise to the protections of this paragraph. This paragraph shall not be construed as a waiver of the protections of the Governmental Immunity Act by the parties. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

II. Termination:

This Agreement may be terminated as follows:

a. By mutual agreement of the parties, in writing

b. By either UDOT or the Local Agency for failure of the other party to fulfill their obligations as set forth in the provisions of this Agreement. Reasonable allowances will be made for circumstances beyond the control of the parties. Written notice of intent to terminate is required and shall specify the reasons for termination. If a party fails to cure the breach, the other party may terminate this Agreement.

c. By UDOT for the convenience of the State upon written notice to the Local Agency. However, UDOT will be responsible for the costs incurred for the Work before the termination of the Agreement.

III. Maintenance:

Division of jurisdiction and responsibilities of state highways shall be in accordance with Utah Code Section 72-3-109 and applicable rules.

IV. Payment and Reimbursement to Local Agency:

UDOT shall be responsible for all actual costs associated with the Work described in this Agreement up to the maximum total cost or lump sum. The Local Agency must submit the billing within 3 months of the Work completion date.

V. Change in Scope and Schedule:

If Work scope or schedule changes from the original intent of this Agreement, UDOT will notify the Local Agency prior to changes being made. If the Local Agency modifies its Project and the modification affects the Work, Local Agency will immediately notify UDOT. In the event there are changes in the scope of the Work, extra work, or changes in the planned Work covered by this Agreement, a modification to this Agreement must be approved in writing by the parties prior to the start of work on the changes or additions.

VI. Environmental Compliance

The Local Agency will assure compliance of the Project with all applicable state and federal environmental statutes, regulations, rules, and permitting requirements.

VII. Miscellaneous:

Each party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purposes of the Agreement at the request of the other party.

The failure of either party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either party to exercise any rights or remedies provided in this Agreement, or by law, will not release either party from any obligations arising under this Agreement.

This Agreement does not create any type of agency relationship, joint venture or partnership between the parties.

Each party represents that it has the authority to enter into this Agreement.

This Agreement may be executed in counterparts by the parties.

VIII. Content Review:

Language content was reviewed and approved by the Utah AG's office on February 2, 2015.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the executed date first above written.

ATTEST: **CITY OF AMERICAN FORK**, a municipal corporation within the State of Utah

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____
(IMPRESS SEAL)

UTAH DEPARTMENT OF TRANSPORTATION

By: _____ By: _____
Project Manager Region Director

Date: _____ Date: _____

COMPTROLLER OFFICE

By: _____
Contract Administrator

Date: _____



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
APRIL 11, 2023**

Department Public Works Director Approval Susan GoebelCanning

AGENDA ITEM Review and Action on the Award of the CDBG 10 300 W Waterline and Infrastructure Improvements Project (300 W between Pacific Dr. and 300 N) Construction to Newman Construction, Inc.

SUMMARY RECOMMENDATION

Staff recommends the award of the CDBG 10-300 W Waterline and Infrastructure Improvements Construction to Newman Construction, Inc. (WA2022001)

BACKGROUND The Engineering Division followed a standard procurement process by issuing an invitation for bids (IFB) through the Utah Public Procurement Place (U3P)/SciQuest website . Four different companies provided bids on the project. Newman Construction, Inc. was the lowest acceptable bid based on the criteria in the issued IFB.

The project will consist of roadway improvements on 300 W between Pacific Dr. and 300 N including approximately 3,400 SY of full depth reclamation, and approximately 800 LF of 10" C900 water line and fire hydrant installation. Improvements also include sidewalk, curb and gutter, ADA ramps and drive approaches, as well as improvements to existing storm drain facilities. All work must be substantially completed by August 11, 2023.

BUDGET IMPACT This contract will be issued as part of the existing, roadway and storm drainage projects budget in connection with the funding from the Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG).

SUGGESTED MOTION City staff moves that the City accept the bid submitted by Newman Construction, Inc. for construction of the CDBG 10 -300 W Waterline and Infrastructure Improvements Project in the amount of \$698,000.00 and approve the construction contract as presented and authorize the City sign the associated documents.

SUPPORTING DOCUMENTS

CDBG 10 - 300 W Waterline and Infrastructure Project - Bid Tabulation (PDF)
00 51 00 Notice of Award (PDF)
00 55 00 Notice to Proceed (PDF)
Contractor Recommendation (PDF)
00 52 00 Agreement (PDF)

CDBG 10 - 300 W Waterline and Infrastructure Project
Bid Tabulation
 4/5/2023



| No | Description | Quantity | Units | Engineers Estimate | | Condie Construction | | Earth Services | | Newman Construction | | RB Construction & Excavation | | Average (Excluding Incomplete) | |
|-----------------------|--|----------|-------|----------------------|---------------|----------------------|---------------|----------------------|---------------|----------------------|---------------|------------------------------|---------------|--------------------------------|---------------|
| | | | | Unit | Total | Unit | Total | Unit | Total | Unit | Total | Unit | Total | Unit | Total |
| | | | | | | | | | | | | | | | |
| 1.01 | Mobilization | 1 | LS | \$ 110,000.00 | \$ 110,000.00 | \$ 130,000.00 | \$ 130,000.00 | \$ 12,500.00 | \$ 12,500.00 | \$ 70,000.00 | \$ 70,000.00 | \$ 85,678.00 | \$ 85,678.00 | \$ 95,226.00 | \$ 95,226.00 |
| 1.02 | Traffic Control | 1 | LS | \$ 25,000.00 | \$ 25,000.00 | \$ 75,300.00 | \$ 75,300.00 | \$ 31,792.00 | \$ 31,792.00 | \$ 21,884.00 | \$ 21,884.00 | \$ 23,600.00 | \$ 23,600.00 | \$ 40,261.33 | \$ 40,261.33 |
| 1.03 | Roadway Excavation | 550 | CY | \$ 35.00 | \$ 19,250.00 | \$ 50.00 | \$ 27,500.00 | \$ 394.00 | \$ 216,700.00 | \$ 43.50 | \$ 23,925.00 | \$ 55.00 | \$ 30,250.00 | \$ 49.50 | \$ 27,225.00 |
| 1.04 | Untreated Base Course (UBC) | 550 | CY | \$ 75.00 | \$ 41,250.00 | \$ 88.00 | \$ 48,400.00 | \$ 191.65 | \$ 105,407.50 | \$ 63.50 | \$ 34,925.00 | \$ 58.00 | \$ 31,900.00 | \$ 69.83 | \$ 38,408.33 |
| 1.05 | Hot Mix Asphalt | 710 | TONS | \$ 140.00 | \$ 99,400.00 | \$ 115.00 | \$ 81,650.00 | \$ 200.45 | \$ 142,319.50 | \$ 158.50 | \$ 112,535.00 | \$ 108.00 | \$ 76,680.00 | \$ 127.17 | \$ 90,288.33 |
| 1.06 | Remove & Replace 30" Curb & Gutter | 660 | LF | \$ 75.00 | \$ 49,500.00 | \$ 69.00 | \$ 31,050.00 | \$ 69.01 | \$ 31,054.50 | \$ 72.00 | \$ 47,520.00 | \$ 51.00 | \$ 33,660.00 | \$ 64.00 | \$ 37,410.00 |
| 1.07 | Remove & Replace 4' Sidewalk | 990 | LF | \$ 75.00 | \$ 74,250.00 | \$ 64.00 | \$ 35,200.00 | \$ 53.04 | \$ 29,172.00 | \$ 40.00 | \$ 39,600.00 | \$ 46.00 | \$ 45,540.00 | \$ 50.00 | \$ 40,113.33 |
| 1.08 | Remove & Replace Concrete Drive Approach | 1,150 | SF | \$ 45.00 | \$ 51,750.00 | \$ 20.00 | \$ 16,000.00 | \$ 47.80 | \$ 38,240.00 | \$ 19.50 | \$ 22,425.00 | \$ 13.00 | \$ 14,950.00 | \$ 17.50 | \$ 17,791.67 |
| 1.09 | Sidewalk Grinding | 40 | SF | \$ 25.00 | \$ 1,000.00 | \$ 26.00 | \$ 1,300.00 | \$ 52.00 | \$ 2,600.00 | \$ 63.00 | \$ 2,520.00 | \$ 12.00 | \$ 480.00 | \$ 33.67 | \$ 1,433.33 |
| 1.10 | ADA Corner Ramp | 1 | EA | \$ 6,500.00 | \$ 6,500.00 | \$ 4,500.00 | \$ 4,500.00 | \$ 3,001.00 | \$ 3,001.00 | \$ 6,300.00 | \$ 6,300.00 | \$ 3,428.00 | \$ 3,428.00 | \$ 4,742.67 | \$ 4,742.67 |
| 1.11 | Tree Removal | 10 | EA | \$ 5,000.00 | \$ 50,000.00 | \$ 1,900.00 | \$ 13,300.00 | \$ 2,000.00 | \$ 14,000.00 | \$ 945.00 | \$ 9,450.00 | \$ 1,360.00 | \$ 13,600.00 | \$ 1,401.67 | \$ 12,116.67 |
| 1.12 | Install 10" C900 PVC | 800 | LF | \$ 75.00 | \$ 60,000.00 | \$ 106.00 | \$ 84,800.00 | \$ 57.87 | \$ 46,296.00 | \$ 103.00 | \$ 82,400.00 | \$ 102.00 | \$ 81,600.00 | \$ 103.67 | \$ 82,933.33 |
| 1.13 | Furnish & Install 10" Ductile Iron Spool | 15 | LF | \$ 200.00 | \$ 3,000.00 | \$ 175.00 | \$ 2,625.00 | \$ 3,700.00 | \$ 55,500.00 | \$ 215.00 | \$ 3,225.00 | \$ 1,461.00 | \$ 21,915.00 | \$ 617.00 | \$ 9,255.00 |
| 1.14 | Furnish & Install 4" Waterline Stop | 3 | EA | \$ 4,000.00 | \$ 12,000.00 | \$ 5,800.00 | \$ 17,400.00 | \$ 3,360.00 | \$ 10,080.00 | \$ 6,975.00 | \$ 20,925.00 | \$ 3,259.00 | \$ 9,777.00 | \$ 5,344.67 | \$ 16,034.00 |
| 1.15 | Furnish & Install 10" Waterline Stop | 1 | EA | \$ 10,000.00 | \$ 10,000.00 | \$ 11,600.00 | \$ 11,600.00 | \$ 8,400.00 | \$ 8,400.00 | \$ 13,775.00 | \$ 13,775.00 | \$ 3,259.00 | \$ 3,259.00 | \$ 9,544.67 | \$ 9,544.67 |
| 1.16 | Furnish & Install 12" Waterline Stop | 1 | EA | \$ 11,000.00 | \$ 11,000.00 | \$ 13,550.00 | \$ 13,550.00 | \$ 10,080.00 | \$ 10,080.00 | \$ 16,000.00 | \$ 16,000.00 | \$ 3,259.00 | \$ 3,259.00 | \$ 10,936.33 | \$ 10,936.33 |
| 1.17 | Abandon 4" Waterline and Cap | 1 | EA | \$ 600.00 | \$ 600.00 | \$ 460.00 | \$ 460.00 | \$ 2,700.00 | \$ 2,700.00 | \$ 1,000.00 | \$ 1,000.00 | \$ 3,006.00 | \$ 3,006.00 | \$ 1,488.67 | \$ 1,488.67 |
| 1.18 | Abandon 8" Waterline and Cap | 1 | EA | \$ 750.00 | \$ 750.00 | \$ 700.00 | \$ 700.00 | \$ 3,498.00 | \$ 3,498.00 | \$ 1,380.00 | \$ 1,380.00 | \$ 3,156.00 | \$ 3,156.00 | \$ 1,745.33 | \$ 1,745.33 |
| 1.19 | Abandon 10" Waterline and Cap | 1 | EA | \$ 1,000.00 | \$ 1,000.00 | \$ 860.00 | \$ 860.00 | \$ 4,739.00 | \$ 4,739.00 | \$ 1,720.00 | \$ 1,720.00 | \$ 3,285.00 | \$ 3,285.00 | \$ 1,955.00 | \$ 1,955.00 |
| 1.20 | 1" Water Service Connection | 16 | EA | \$ 2,500.00 | \$ 40,000.00 | \$ 3,950.00 | \$ 63,200.00 | \$ 1,140.00 | \$ 18,240.00 | \$ 3,100.00 | \$ 49,600.00 | \$ 3,104.00 | \$ 49,664.00 | \$ 3,384.67 | \$ 54,154.67 |
| 1.21 | Fire Hydrant Assembly, Including Tee | 3 | EA | \$ 4,500.00 | \$ 13,500.00 | \$ 9,700.00 | \$ 29,100.00 | \$ 4,686.75 | \$ 14,060.25 | \$ 11,330.00 | \$ 33,990.00 | \$ 9,848.00 | \$ 29,544.00 | \$ 10,292.67 | \$ 30,878.00 |
| 1.22 | UPRR Access Permit | 1 | LS | \$ 30,000.00 | \$ 30,000.00 | \$ 30,000.00 | \$ 30,000.00 | \$ 30,000.00 | \$ 30,000.00 | \$ 30,000.00 | \$ 30,000.00 | \$ 30,000.00 | \$ 30,000.00 | \$ 30,000.00 | \$ 30,000.00 |
| 1.23 | Raise/Lower Existing Survey Monuments, Utility Boxes, and Access | 1 | LS | \$ 25,000.00 | \$ 25,000.00 | \$ 15,000.00 | \$ 15,000.00 | \$ 10,000.00 | \$ 10,000.00 | \$ 6,980.00 | \$ 6,980.00 | \$ 38,350.00 | \$ 38,350.00 | \$ 20,110.00 | \$ 20,110.00 |
| 1.24 | PI Service (Repair/Adjustment) | 5 | EA | \$ 2,500.00 | \$ 12,500.00 | \$ 7,000.00 | \$ 7,000.00 | \$ 1,800.00 | \$ 9,000.00 | \$ 1,940.00 | \$ 9,700.00 | \$ 2,897.00 | \$ 14,485.00 | \$ 3,945.67 | \$ 10,395.00 |
| 1.25 | Raise Power Lines | 1 | EA | \$ 15,000.00 | \$ 15,000.00 | \$ 11,600.00 | \$ 11,600.00 | \$ 20,000.00 | \$ 20,000.00 | \$ 2,425.00 | \$ 2,425.00 | \$ 47,200.00 | \$ 47,200.00 | \$ 20,408.33 | \$ 20,408.33 |
| 1.26 | Furnish & Install New Inlet and Sump | 1 | EA | \$ 7,500.00 | \$ 7,500.00 | \$ 18,500.00 | \$ 18,500.00 | | | \$ 15,700.00 | \$ 15,700.00 | \$ 14,608.00 | \$ 14,608.00 | \$ 16,269.33 | \$ 16,269.33 |
| 1.27 | 18" RCP Storm Drain | 18 | LF | \$ 250.00 | \$ 4,500.00 | \$ 4,320.00 | \$ 4,320.00 | | | \$ 172.00 | \$ 3,096.00 | \$ 170.00 | \$ 3,060.00 | \$ 1,554.00 | \$ 3,492.00 |
| 1.28 | Contingency | 1 | LS | \$ 15,000.00 | \$ 15,000.00 | \$ 15,000.00 | \$ 15,000.00 | \$ 20,000.00 | \$ 20,000.00 | \$ 15,000.00 | \$ 15,000.00 | \$ 15,000.00 | \$ 15,000.00 | \$ 15,000.00 | \$ 15,000.00 |
| 1.03a | Full Depth Reclamation | 3,400 | CY | \$ 75.00 | \$ 255,000.00 | \$ 15.75 | \$ 53,550.00 | \$ 1.72 | \$ 5,848.00 | \$ 28.00 | \$ 95,200.00 | \$ 55.00 | \$ 187,000.00 | \$ 32.92 | \$ 111,916.67 |
| Standard Total | | | | \$ 789,250.00 | | \$ 789,915.00 | | \$ 889,379.75 | | \$ 698,000.00 | | \$ 730,934.00 | | \$ 739,616.33 | |
| FDR Total | | | | \$ 983,750.00 | | \$ 767,565.00 | | \$ 573,120.25 | | \$ 734,350.00 | | \$ 855,784.00 | | \$ 785,899.67 | |
| Change from estimate | | | | | | 0.1% | | 12.69% | | -11.6% | | -7.4% | | -6.3% | |
| | | | | | | -22.0% | | -41.74% | | -25.4% | | -13.0% | | -20.1% | |

Attachment: CDBG 10 - 300 W Waterline and Infrastructure Project - Bid Tabulation (CDBG 10-300 W Waterline and Infrastructure Improvements



**DOCUMENT 00 51 00
NOTICE OF AWARD**

| | |
|---|-----------------------------------|
| Date of Issuance: April 5, 2023 | Effective Date: |
| Owner: American Fork | Owner's Contract No.: WA2022001 |
| Engineer: CRS Engineers | Engineer's Project No.: 2022-0280 |
| Project: CDBG Phase 10 - 300 W Waterline and Infrastructure Improvement Project | |
| Bidder: Newman Construction | |
| Bidder's Address: 13331 S 1700 W, RIVERTON UT 84065 | |

You are notified that Owner has accepted your Bid dated **April 4, 2023** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Roadway improvements on 300 W including approximately 3400 SY of full depth reclamation, and approximately 800 LF of 10" C900 water line and fire hydrant installation. Improvements also include sidewalk, curb and gutter, ADA ramps and drive approaches, as well as improvements to existing storm drain facilities. **Optional full-depth reclamation will be determined prior to contract execution.**

The Contract Price of the awarded Contract is: **\$ 698,000**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, optional items, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Three unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award or has been transmitted or made available to Bidder electronically.

- A set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner three counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Federal Funding Requirements as indicated in the bid form, and supplementary sections of the contract.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: American Fork

By (signature): _____

Name (printed): _____

Title: _____

Copy: Engineer

END OF DOCUMENT



EJCDC® C-510, Notice of Award for Construction Contracts.
Copyright © 2018 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

Attachment: 00 51 00 Notice of Award (CDBG 10-300 W Waterline and Infrastructure Improvements Project- Award of Construction Contract)



**DOCUMENT 00 55 00
NOTICE TO PROCEED**

| | |
|---|-----------------------------------|
| Owner: American Fork | Owner's Contract No.: WA2022001 |
| Contractor: Newman Constructions | Contractor's Project No: |
| Engineer: CRS Engineers | Engineer's Project No.: 2022-0280 |
| Project: CDBG Phase 10 - 300 W Waterline and Infrastructure Improvement Project | |
| Effective Date of Contract: | |

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on **April 13, 2023** pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The number of days to achieve Substantial Completion is 120 from the date stated above for the commencement of the Contract Times, resulting in a date for Substantial Completion of **August 11, 2023**; and the number of days to achieve readiness for final payment is 120 from the commencement date of the Contract Times, resulting in a date for readiness for final payment of **August 11, 2023**.

Before starting any Work at the Site, Contractor must comply with the following:

Owner: American Fork

By (signature): _____

Name (printed): _____

Title: _____

Date Issued: _____

Copy: Engineer

END OF DOCUMENT

EJCDC® C-550, Notice to Proceed for Construction Contracts.
 Copyright © 2018 National Society of Professional Engineers, American Council of Engineering Companies,
 and American Society of Civil Engineers. All rights reserved.



This page is left blank intentionally.

Attachment: 00 55 00 Notice to Proceed (CDBG 10-300 W Waterline and Infrastructure Improvements Project- Award of Construction Contract)



CRS ENGINEERS
Answers to Infrastructure®

4246 S Riverboat Rd STE 200. Salt Lake City, UT 84123
o. 801.359.5565. f. 801.359.4272. crsengineers.com

April 5, 2023

Jiun-Jia Hsu, Design Engineer
American Fork City
275 E 200 N
American Fork, UT 84003
jhsu@americanfork.gov

Re: CDBG 10 – 300 W Infrastructure Improvement Project

Dear Jiun-Jia:

Thank you for working with us on the CBDG 10 project. We have collected the bids and reviewed the documentation provided. The project received 4 bids, of which one was incomplete and considered non-responsive. The three complete bids were approximately equal to or less than the engineers estimate.

The lowest bid was submitted by Newman Construction for a base bid of \$698,000 which was 11.6% below the engineer's estimate. Review of the alternatives requires additional cost for full-depth reclamation; thus we recommend the base bid with standard methods of construction. We have reviewed the documentation provided in the bid, including their license, bonding, and references and have found everything in order. It is therefore our recommendation to select Newman Construction for the CBDG 10 project.

Please reach out to me with any questions or comments. My email address is joshua.prettyman@crsengineers.com and my phone number is 801-592-3225.

Sincerely,
CRS Engineers

Joshua Prettyman, PE
Project Manager



DOCUMENT 00 52 00
AGREEMENT BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT

This Agreement is by and between American Fork ("Owner") and Newman Construction ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally consists of roadway improvements on 300 W including approximately 3400 SY of full depth reclamation, and approximately 800 LF of 10" C900 water line and fire hydrant installation. Improvements also include sidewalk, curb and gutter, ADA ramps and drive approaches, as well as improvements to existing storm drain facilities.

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: CDBG Phase 10 - 300 W Waterline and Infrastructure Improvement Project.

- 2.02 This project is funded through a Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG). The contractor will be required to comply with all federal labor standards and attendant laws, including the payment of the most current Davis-Bacon wages and compliance with Section 3 to provide employment opportunities for lower income persons. Local, minority and women owned business owners are encouraged to bid. The lowest responsible bidder will be selected.

Davis-Bacon Wages shall be paid by the wage determination included in the contract and specifications.

The Contractor shall complete the Work following the Federal Labor Standards provisions distributed by the US Department of Housing and Urban Development – Office of Labor Relations form HUD 4010 (included in the contract and specifications).

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained **CRS Consulting Engineers, Inc.** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by Engineer.

ARTICLE 4—CONTRACT TIMES

- 4.01 Time is of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

- 4.03 Contract Times: Days

A. The Work will be substantially complete within 120 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General



Conditions within 120 days after the date when the Contract Times commence to run. An extension may be granted to account for long-lead items by agreement between the Owner and the Contractor.

4.05 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion*: Contractor shall pay Owner \$1,000.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,000.00 for each day that expires after such time until the Work is completed and ready for final payment.
 4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, per the bid schedule, subject to adjustment under the Contract:

ARTICLE 6—PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 5th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 95% percent of the value of the Work completed (with the balance being retainage).



- b. 95% percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 - B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100% percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200% percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.
- 6.03 *Final Payment*
 - A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.
- 6.04 *Consent of Surety*
 - A. Owner will not make final payment or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.
- 6.05 *Interest*
 - A. All amounts not paid when due will bear interest at the rate at 2% per annum above the rate paid by the Internal Revenue Service on refund claims.
- 6.06 *Davis Bacon Wages*
 - A. Wages shall be paid under the wage determination included in the contract documents.

ARTICLE 7—CONTRACT DOCUMENTS

- 7.01 *Contents*
 - A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 5. Specifications as listed in the table of contents of the project manual.
 - 6. Drawings (not attached but incorporated by reference) consisting of **12** sheets with each sheet bearing the following general title: CDBG 10 – 300 W Infrastructure Improvement Project.
 - 7. The following Addenda:
 - a. Addendum 1
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Geotechnical Report
 - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.



- d. Field Orders.
- e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 - 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - 8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - 9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - 10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.



11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 Standard General Conditions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.



IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

Owner:

Contractor:

(typed or printed name of organization)

(typed or printed name of organization)

By: _____
(individual's signature)

By: _____
(individual's signature)

Date: _____
(date signed)

Date: _____
(date signed)

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

Attach evidence of authority to sign.

Attest: _____
(individual's signature)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

Address for giving notices:

American Fork City

150 East Main Street

American Fork, UT 84003

Designated Representative:

Designated Representative:

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

Address: _____

Address: _____

Phone: _____

Phone: _____

Email: _____

Email: _____

License No.: _____
(where applicable)

Attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.

State: _____

Attachment: 00 52 00 Agreement (CDBG 10-300 W Waterline and Infrastructure Improvements Project-Award of Construction Contract)



Approved as to Form: _____

License No.: _____

Agent for Services of Process: _____ (Signature) Title: _____

Attachment: 00 52 00 Agreement (CDBG 10-300 W Waterline and Infrastructure Improvements Project-Award of Construction Contract)



This page left intentionally blank

Attachment: 00 52 00 Agreement (CDBG 10-300 W Waterline and Infrastructure Improvements Project- Award of Construction Contract)



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
APRIL 11, 2023**

Department Technology Director Approval George Schade

AGENDA ITEM Review and action on a Government Account Form and Letter of Agency Agreement with Granite Telecommunications, LLC., to provide EPIK Phone Services to replace the city's current analog phone services.

SUMMARY RECOMMENDATION Staff recommends approval of this agreement.

BACKGROUND The telephony industry is phasing out analog phone line services across the country. Analog phone line services are used by AF City for dedicated phone lines for elevator emergency phones, fire alarms, burglar alarms, and water related SCADA systems. We must upgrade to new technology to cover the 18 dedicated analog lines we need for these critical services. We researched staying with CenturyLink under their replacement product. The cost was high, so we decided to look for other options. Granite Telecommunications has a product called EPIK that satisfies our needs at a better price than CenturyLink could offer. The agreement before you is to enter into a 3-year agreement with Granite. Under the agreement, the city has the right to end the agreement at any time with 30 days written notice to Granite Telecommunications, LLC.

BUDGET IMPACT The city will save approximately \$360 per month with the EPIK product. Our current cost per month is \$990, with EPIK the price will be approximately \$630 per month.

SUGGESTED MOTION I move to approve the Government Account Form and Letter of Agency agreement with Granite Telecommunications, LLC.

SUPPORTING DOCUMENTS

American Fork City EPIK LOA (PDF)



AMERICAN FORK CITY

March 21, 2023-May 24, 2023 - QR-91596

Prepared by Andrew Paschal

AMERICAN FORK CITY



Why Granite

We are laser-focused on helping businesses simplify the increasingly complex task of managing voice, cellular, data and networking to deliver secure, reliable, flexible and cost-efficient communications. With our coast-to-coast providers.

- **A single point of contact for service and maintenance**
- **Dedicated relationship management with clear escalation paths supported by 24/7 US-based customer service**
- **Consolidated billing customized to your accounting needs**
- **An intuitive portal that provides a centralized view of circuits, bills, network traffic and service ticket**

From design and implementation to monitoring and management, we offer a full suite of managed solutions and a scalable support model to maintain your data, cellular and telephony infrastructure nationwide. Our 24/7 Network Operations Center provides continuous monitoring to ensure reliability and quality for all our customers. We earn our customers' loyalty every day through relentless commitment to delivering value exceeding expectations.

The Granite Advantage

We offer coast-to-coast coverage for voice, data and mobile, eliminating the challenges of dealing with multiple providers. Granite provides a single point of contact for moves, add changes, maintenance and customer service, and a single bill to simplify your accounting. Whether your company needs voice, broadband, customized internet options, or integrated mobile solutions, Granite delivers outstanding service and cost-effective solutions.

| Services | Granite Price | | Per Site |
|----------|----------------------------|-----------------------------|---|
| 18 EPIK | \$629.82 Monthly | \$7,557.84 Yearly | \$89.97 Avg Spend Per Site |

- **ONE** Monthly customized bill
- **ONE** Premier support team, with clear escalations
- **ONE** Online portal offering a consolidated view of your bills, circuits and any service tickets
- **ONE** US-based customer service team, available 24/7

About Granite

Granite delivers advanced communications and technology solutions to businesses and government agencies throughout the United States and Canada. The \$1.8 billion company serves more than two-thirds of Fortune 100 companies and has 1.75 million voice and data lines under management, supporting more than 650,000 locations. Founded in 2002, Granite has grown to be one of the largest competitive telecommunications carriers in the U.S. by simplifying sourcing and management of voice, data and cellular service with a single point of contact and consolidated invoicing for all locations nationwide. Today, Granite supports customers with a wide range of services, including access, UCaaS, mobile voice and data, a MSP solutions for SD-WAN, monitoring and network management. Granite employs more than 2,250 people at its headquarters in Quincy, Massachusetts, and 11 regional offices nationwide. For more information, visit www.granitenet.com.

Attachment: American Fork City EPIK LOA (Granite Letter Of Agency)

AMERICAN FORK CITY



Summary #: Recurring Charges

| Services | QTY | Granite Monthly Total | Granite Annual Total |
|--------------|-----------|-----------------------|----------------------|
| EPIK | 18 | \$629.82 | \$7,557.84 |
| Total | 18 | \$629.82 | \$7,557.84 |

Summary of Products By Address

| Addresses | Broadband | DIA | EPIK | ePOTS | GSE | GRID | Guardian | HPBX | Mobility | PIP | POTS | SIP | Granite Total |
|---|---------------|---------------|-----------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|-----------------|
| 75 East 80 North, American Fork, UT, 84003 | \$0.00 | \$0.00 | \$174.95 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$174.95 |
| 96 North Center Street, American Fork, UT, 84003 | \$0.00 | \$0.00 | \$104.97 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$104.97 |
| 270 East 200 North, American Fork, UT, 84003 | \$0.00 | \$0.00 | \$69.98 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$69.98 |
| 51 East Main Street, American Fork, UT, 84003 | \$0.00 | \$0.00 | \$69.98 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$69.98 |
| 454 North Center Street, American Fork, UT, 84003 | \$0.00 | \$0.00 | \$69.98 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$69.98 |
| 31 North Church Street, American Fork, UT, 84003 | \$0.00 | \$0.00 | \$69.98 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$69.98 |
| 64 South 100 East, American Fork, UT, 84003 | \$0.00 | \$0.00 | \$69.98 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$69.98 |
| Total | \$0.00 | \$0.00 | \$629.82 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$629.82 |

Detailed Services and Charges by Address

Location Name • 75 East 80 North, American Fork, UT, 84003

| Product | QTY | MRC | Surcharge | Total MRC |
|--------------|----------|----------------|---------------|-----------------|
| EPIK | 5 | \$34.99 | \$0.00 | \$174.95 |
| Total | 5 | \$34.99 | \$0.00 | \$174.95 |

Location Name • 96 North Center Street, American Fork, UT, 84003

| Product | QTY | MRC | Surcharge | Total MRC |
|--------------|----------|----------------|---------------|-----------------|
| EPIK | 3 | \$34.99 | \$0.00 | \$104.97 |
| Total | 3 | \$34.99 | \$0.00 | \$104.97 |

Location Name • 270 East 200 North, American Fork, UT, 84003

| Product | QTY | MRC | Surcharge | Total MRC |
|--------------|----------|----------------|---------------|----------------|
| EPIK | 2 | \$34.99 | \$0.00 | \$69.98 |
| Total | 2 | \$34.99 | \$0.00 | \$69.98 |

Location Name • 51 East Main Street, American Fork, UT, 84003

| Product | QTY | MRC | Surcharge | Total MRC |
|--------------|----------|----------------|---------------|----------------|
| EPIK | 2 | \$34.99 | \$0.00 | \$69.98 |
| Total | 2 | \$34.99 | \$0.00 | \$69.98 |

Location Name • 454 North Center Street, American Fork, UT, 84003

| Product | QTY | MRC | Surcharge | Total MRC |
|--------------|----------|----------------|---------------|----------------|
| EPIK | 2 | \$34.99 | \$0.00 | \$69.98 |
| Total | 2 | \$34.99 | \$0.00 | \$69.98 |

Attachment: American Fork City EPIK LOA (Granite Letter Of Agency)

Proposal to deliver simplicity, efficiency, and savings for:

AMERICAN FORK CITY



Location Name • 31 North Church Street, American Fork, UT, 84003

| Product | QTY | MRC | Surcharge | Total MRC |
|--------------|----------|----------------|---------------|----------------|
| EPIK | 2 | \$34.99 | \$0.00 | \$69.98 |
| Total | 2 | \$34.99 | \$0.00 | \$69.98 |

Location Name • 64 South 100 East, American Fork, UT, 84003

| Product | QTY | MRC | Surcharge | Total MRC |
|--------------|----------|----------------|---------------|----------------|
| EPIK | 2 | \$34.99 | \$0.00 | \$69.98 |
| Total | 2 | \$34.99 | \$0.00 | \$69.98 |

Detailed Services and Charges by Product

EPIK

| Location | QTY | Term | EPIK Line Charge | 500MB LTE Plan | Guardian | Non Pub/Listings | Total MRC |
|---|-----|---------|------------------|----------------|----------|------------------|-----------------|
| 75 East 80 North, American Fork, UT, 84003 | 5 | 3 Years | \$34.99 | \$0.00 | \$0.00 | \$0.00 | \$174.95 |
| 96 North Center Street, American Fork, UT, 84003 | 3 | 3 Years | \$34.99 | \$0.00 | \$0.00 | \$0.00 | \$104.97 |
| 270 East 200 North, American Fork, UT, 84003 | 2 | 3 Years | \$34.99 | \$0.00 | \$0.00 | \$0.00 | \$69.98 |
| 51 East Main Street, American Fork, UT, 84003 | 2 | 3 Years | \$34.99 | \$0.00 | \$0.00 | \$0.00 | \$69.98 |
| 454 North Center Street, American Fork, UT, 84003 | 2 | 3 Years | \$34.99 | \$0.00 | \$0.00 | \$0.00 | \$69.98 |
| 31 North Church Street, American Fork, UT, 84003 | 2 | 3 Years | \$34.99 | \$0.00 | \$0.00 | \$0.00 | \$69.98 |
| 64 South 100 East, American Fork, UT, 84003 | 2 | 3 Years | \$34.99 | \$0.00 | \$0.00 | \$0.00 | \$69.98 |
| Total | | | | | | | \$629.82 |

*Analog Replacement Services are subject to a 36-month Initial Service Term. Additional lines/line sharing may incur an additional charge per the line rate.

*EPIK includes dual SIM cards and diverse cellular connections. Certain jurisdictions may require wireline connections for certain applications (Fire / Life Safety) and wireline connections may be necessary to furnish service at certain locations.

*Granite Guardian includes 24x7 monitoring and emergency replacement.

Summary: Non-Recurring Charges

| Product | QTY | Charge Description | Model | Total Amount |
|--------------|----------|--------------------|-------|---------------|
| Total | 0 | | | \$0.00 |

THIS QUOTE IS AN ESTIMATE. Pricing is subject to change and is intended to be used for analysis purposes only. Applicable taxes, surcharges, fees, shipping, and delivery may not be included. All services are subject to the Terms and Conditions of Service set forth at <http://granitenet.com/legal> (as such may be modified from time to time). This Quote contains confidential and proprietary information.

Note: In the event that an underlying carrier or supplier substantially alters the amounts charged to Granite for any Services being provided to the Customer, Granite reserves the right to propose different rates to the Customer.

EPIK

*Pricing includes: (1) a basic site survey of up to 2 hours on-site, if necessary; and (2) actual installation of up to 3 hours on-site. Additional time on-site will be charged at a rate of \$99.99 per hour a invoiced in 30-minute increments. Customer may elect to self-install without additional charge.

*Basic site survey consists of inspection of EPIK lines / services being replaced with EPIK services. Further services, such as a comprehensive inventory of unrelated communications lines or systems, are not included in the basic site survey and will be charged at a rate of \$99.99 per hour, invoiced in 30-minute increments.

*Additional charges will apply for any additional services or equipment that may be necessary to complete the installation, such as a remote antenna or extended cabling.

Standard configuration, testing, and shipping (ground) rates are \$99 per device. Additional fees may apply for expedited shipments or other circumstances that may result in higher shipping costs, such as shipment to locations outside the continental United States.

Attachment: American Fork City EPIK LOA (Granite Letter Of Agency)



GOVERNMENT ACCOUNT FORM AND LETTER OF AGENCY

4.12.a

Sales Rep: Andrew Paschal

MULTI-SERVICES

Order Date:

CUSTOMER INFORMATION

Government Entity Name ("Customer"): American Fork City

Billing Telephone Number: (801) 763-3000

Designated Contact: George Schade

Contact Phone Number: 801-404-6396

Service Address (Street/Suite): See Appendix A-1

Mailing/Billing Address (Street/Suite): 51 East Main Street

City: American Fork

State/Zip Code: UT/84003

Additional Comments/Notes (if any):

AGREEMENT AND AUTHORIZATION

By signing this Government Account Form and Letter of Agency ("LOA"), Customer hereby (a) engages Granite Telecommunications, LLC and/or its affiliates ("Granite") to provide Services as set forth in Appendix A, attached hereto and incorporated herein, and such other Services as Customer may order from time to time after the date hereof and (b) authorizes and appoints Granite to act as its agent solely for the purposes of handling all arrangements for establishing, converting, ordering, changing and/or maintaining such Services, and to take such other actions as are reasonably necessary to provide such Services and as Customer may request from time to time. Customer directs its current service provider(s), if any, to work with Granite to affect these changes.

Customer agrees to all of the Terms and Conditions of Service as set forth at www.granitenet.com/legal (as such may be modified from time to time, the "Terms of Service"), including, without limitation, the additional terms and conditions of service specifically applicable to a specific service.

Services under this Agreement shall be for 3 years for EPIK. Customer may cancel services at any time given 30 (thirty) days written notice.

The Terms of Service set forth rights and responsibilities of Customer and Granite concerning Services to be provided and in regards to other important topics. If Customer does not agree to the Terms of Service, the authorized representative of Customer should not sign this LOA. All terms and conditions of the Terms of Service are incorporated herein by reference. The Customer Disclosures attached hereto are an integral part of this LOA. This LOA is confidential and may not be disclosed to third parties except as required by applicable law.

SIGNATURE

The undersigned is authorized to sign on behalf of Customer and Customer agrees to be bound by the Terms of Service. This LOA is effective as of the date of execution below.

Customer

By: Brad Frost
Print Name: Brad Frost
Title: Mayor
Date:

Signing this Government Account Form and Letter of Agency will result in a change of service provider(s).

Attachment: American Fork City EPIK LOA (Granite Letter Of Agency)


CUSTOMER DISCLOSURES
INTERNET BASED SERVICES

Customer acknowledges and agrees that certain Internet Based Services (which for purposes of this Customer Disclosure, includes, but is not limited to, Hosted PBX, SIP Trunking, SIP PRI, Hosted Voice, Virtual Auto Attendant and Virtual Voicemail Services), ordered through Granite may not operate in the same manner as traditional wireline phone service and that the following terms and conditions apply with respect to such Internet-Based Services: (a) such services are designed only for use with a compatible PBX or similar advanced telephone system; (b) such services only support Granite's local, intralata toll, interstate long distance and international voice services; (c) such services DO NOT support auto dialers, predictive dialers, telemarketing applications, modems, credit card process, heavy faxing lines and elevator lines (only POTS lines should be used for these purposes); (d) a qualified vendor must install the equipment and service at Customer's sole expense and Granite will not process any order without a qualified vendor involved in the installation process; and (e) Granite requires that Customer provide a complete list of all phone numbers to be ported, any numbers omitted from the list may result in those numbers not being ported at the time of circuit turn-up. Granite will attempt to retrieve CSRs from the existing carrier(s), but cannot guarantee its ability to obtain such CSRs. Customer agrees to provide Granite with complete CSRs, if requested.

CUSTOMER ACKNOWLEDGES AND AGREES THAT SOME OF THE SERVICES PROVIDED BY GRANITE ARE INTERNET-BASED SERVICES AND THAT 911 SERVICES ON INTERNET-BASED SERVICES ARE DIFFERENT THAN THAT OF TRADITIONAL WIRELINE SERVICE. FOR BASIC 911 OR E911 TO BE ACCURATELY ROUTED TO THE APPROPRIATE EMERGENCY RESPONDER, CUSTOMER MUST PROVIDE GRANITE WITH THE TELEPHONE NUMBER(S) ASSOCIATED WITH SUCH INTERNET-BASED SERVICES FOR THE REGISTERED ADDRESS.

CUSTOMER ACKNOWLEDGES THAT INTERNET-BASED SERVICES PROVIDED BY GRANITE MAY NOT SUPPORT BASIC 911 OR E911 DIALING IN THE SAME MANNER AS TRADITIONAL WIRELINE PHONE SERVICE. CUSTOMER AGREES TO INFORM THIRD PARTIES OF THE POTENTIAL COMPLICATIONS ARISING FROM BASIC 911 OR E911 DIALING. SPECIFICALLY, CUSTOMER ACKNOWLEDGES AND AGREES TO INFORM ALL EMPLOYEES, GUESTS, AND OTHER THIRD PERSONS WHO MAY USE SUCH INTERNET-BASED SERVICES THAT BASIC 911 AND E911 SERVICES WILL NOT FUNCTION IN THE CASE OF A SERVICE FAILURE FOR ANY OF THE FOLLOWING REASONS: (A) POWER FAILURES; (B) SUSPENDED OR TERMINATED INTERNET ACCESS SERVICE; (C) SUSPENSION OF SERVICES DUE TO BILLING ISSUES; AND/OR (D) ANY OTHER SERVICE OUTAGES NOT DESCRIBED HEREIN. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT FAILURE TO PROVIDE A CORRECT PHYSICAL ADDRESS IN THE REQUISITE FORMAT MAY CAUSE ALL BASIC 911 OR E911 CALLS TO BE ROUTED TO THE INCORRECT LOCAL EMERGENCY SERVICE PROVIDER. FURTHERMORE, CUSTOMER RECOGNIZES THAT USE OF SUCH INTERNET-BASED SERVICES FROM A LOCATION OTHER THAN THE LOCATION TO WHICH SUCH SERVICE WAS ORDERED, I.E., THE "REGISTERED ADDRESS," MAY RESULT IN BASIC 911 OR E911 CALLS BEING ROUTED TO THE INCORRECT LOCAL EMERGENCY SERVICE PROVIDER.

CUSTOMER IS REQUIRED TO REGISTER THE PHYSICAL LOCATION OF THEIR EQUIPMENT (I.E., IP PHONE, SOFTPHONE, DIGITAL TELEPHONE ADAPTER OR VIDEOPHONE, ETC.) WITH GRANITE AND AGREES TO UPDATE, AND PROVIDE PRIOR WRITTEN NOTICE TO, GRANITE OF THE LOCATION OF SUCH EQUIPMENT WHENEVER THE PHYSICAL LOCATION OF SERVICE FOR A PARTICULAR TELEPHONE NUMBER CHANGES.

TO THE EXTENT THAT GRANITE PROVIDES INTERNET-BASED SERVICES WHICH CUSTOMER UTILIZES FOR TRANSMISSION OF ALARM SYSTEM SIGNALS, CUSTOMER ACKNOWLEDGES THAT GRANITE IS NOT RESPONSIBLE FOR THE FUNCTIONALITY OF SUCH ALARM SYSTEMS AND SIGNALS. CUSTOMER UNDERSTANDS THAT INTERNET-BASED SERVICES ARE NOT INFALLIBLE. CUSTOMER SPECIFICALLY ACKNOWLEDGES THAT GRANITE DOES NOT REPRESENT OR WARRANT THAT THE TRANSMISSION OF ALARM SIGNALS WILL NOT BE INTERRUPTED, CIRCUMVENTED OR COMPROMISED. IF INTERNET BASED SERVICES ARE NOT OPERATIVE, NO ALARM SIGNALS CAN BE RECEIVED BY THE MONITORING STATION. CUSTOMER UNDERSTANDS THAT INTERNET-BASED SERVICES MAY BE IMPAIRED OR INTERRUPTED BY ATMOSPHERIC CONDITIONS, INCLUDING ELECTRICAL STORMS, POWER FAILURES OR OTHER CONDITIONS AND EVENTS BEYOND GRANITE'S CONTROL. THE USE OF INTERNET-BASED SERVICES MAY PREVENT FROM THE TRANSMISSION OF ALARM SIGNALS AT ANY TIME, AND/OR INTERFERE WITH THE TELEPHONE LINE-SEIZURE FEATURES OF CUSTOMER'S ALARM SYSTEM. IN THE EVENT CUSTOMER ELECTS TO USE INTERNET-BASED SERVICES FOR ALARM LINES; CUSTOMER IS RESPONSIBLE FOR HAVING THESE SERVICES TESTED BY AN AUTHORIZED ALARM INSPECTION COMPANY TO ENSURE SIGNAL TRANSMISSION FEATURES ARE OPERATIONAL. THESE FEATURES INCLUDE BUT ARE NOT LIMITED TO PROPER FUNCTIONING OF LINE SEIZURE AND THE SUCCESSFUL TRANSMISSION OF SIGNALS TO THE MONITORING STATION. CUSTOMER ACCEPTS FULL RESPONSIBILITY FOR ALARM SYSTEM COMPLIANCE WITH THE AUTHORITY HAVING JURISDICTION.

CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER SHALL BEAR THE SOLE RESPONSIBILITY OF INFORMING THIRD-PARTIES OF POTENTIAL CALL RECORDING USING THE INTERNET-BASED SERVICES.

Initialed by Authorized Signer

Attachment: American Fork City EPIK LOA (Granite Letter Of Agency)

Appendix A

Services Selected

- Voice Services (POTs, Long Distance, Local and LD T1 and PRI) (See Note 1)
- Broadband Services
- MPLS and/or Dedicated Internet Access Services
- VoIP Services (Hosted PBX, SIP Trunking, SIP PRI, Hosted Voice, Voice over Cable, Virtual Auto Attendant and Virtual Voicemail Services)
- Mobility Services (Mobility Data and Mobility Voice)
- Granite Grid Services
- Conferencing Services (Audio Conferencing and Web Conferencing)
- Managed Services
- Monitoring Services
- Other Services (List): EPIK

Note 1: Unless otherwise noted herein, in addition to these rates and charges set forth in this LOA (a) certain other rates and charges may apply, as provided for by tariff, the FCC or other governmental entity, or other regulation or requirements and (b) Customer will pay to Granite all applicable taxes (including sales, use and excise taxes). In the event that Customer elects additional services, additional fees may apply. Customer acknowledges that it will be charged in accordance with the rates and plans listed on Appendix A-1, attached hereto and incorporated herein, plus any and all additional charges as may be set forth in the Terms of Service.

Note 2: See quote and other documents attached hereto as Appendix A-1 for specific details related to Services ordered.

Attachment: American Fork City EPIK LOA (Granite Letter Of Agency)

{999997-016/00031993-1}

Appendix A-1

Service Locations and Specifics
(Insert Service Locations, quantities, and the Quote)

EPIK Service Locations and Specifics:

75 East 80 North - 5 Analog Replacement Phone Lines - Police Department
 96 North Center Street - 3 Analog Replacement Phone Lines - Fire Department
 270 East 200 North - 2 Analog Replacement Phone Lines - Public Works Dept.
 51 East Main Street - 2 Analog Replacement Phone Lines - Administration Dept.
 454 North Center Street - 2 Analog Replacement Phone Lines - Fitness Center Dept.
 31 North Church Street - 2 Analog Replacement Phone Lines - Historic City Hall
 64 South 100 East - 2 Analog Replacement Phone Lines - Library Dept.

18 Analog Replacement Phone Lines total across all departments above.

Quote is in the main body of the Letter of Authorization.

Attachment: American Fork City EPIK LOA (Granite Letter Of Agency)

{999997-016/00031993-1}

Government Account Form and LOA (Multi-Services)
 © Granite Telecommunications, LLC, May 2019. All rights reserved.



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
APRIL 11, 2023**

Department Technology Director Approval George Schade

AGENDA ITEM Review and action on a Government Account Form and Letter of Agency Agreement with Granite Telecommunications, LLC., to provide Mobility Cellular Phone Services.

SUMMARY RECOMMENDATION Staff recommend approval of this agreement.

BACKGROUND American Fork City currently has mobile phone services through AT&T and Verizon. We have researched options to save money on these services. Granite Telecommunications LLC., has worked with the city to find ways to bring the costs down. Granite's Mobility product offers the same services we currently have at a much better cost. Granite works with all the major mobile carriers to lower the overall cost to the customer. Granite is the largest wholesaler of telecommunications services in the country. They take over the support, billing, monitoring, and troubleshooting from the carriers for their customers who use all the major mobile carrier's services. This lowers the support costs to the carriers and allows Granite to buy from the carriers at a wholesale rate and can pass savings along to their customers and still make money.

We currently only have a Letter of Agency (LOA) for Public Works Devices, but this agreement allows us to eventually migrate all city-owned cellular devices to Granite if we choose to do so.

BUDGET IMPACT The city will save approximately \$551 per month and \$6,614 annually with the Mobility product.

SUGGESTED MOTION I move to authorize Granite Communications LLC., to manage all city-owned cellular devices under this Letter of Authorization agreement.

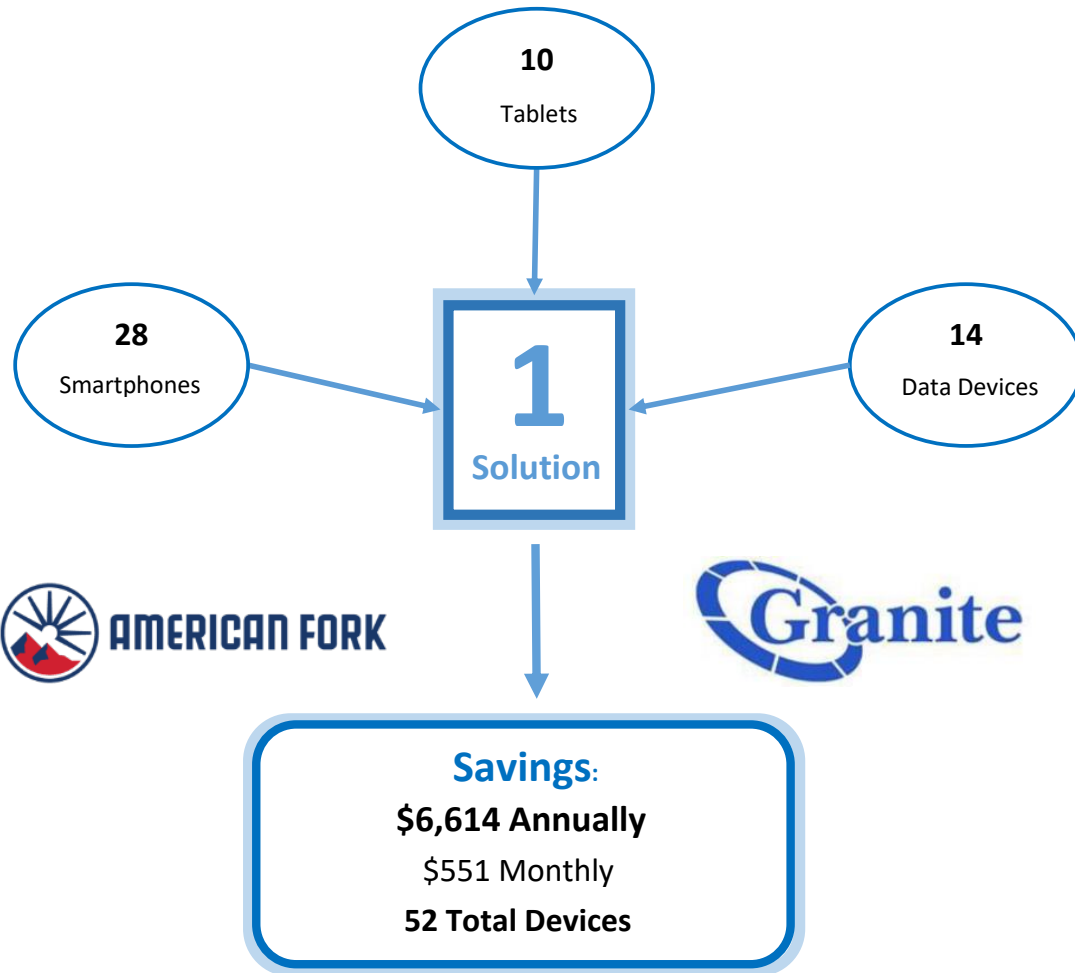
SUPPORTING DOCUMENTS

American Fork City Mobility LOA (PDF)



The Value in Partnering with Granite Enterprise Mobility

Granite Telecom is the nation's largest provider of managed interconnection services. We provide data, wireless and voice services for business clients. Granite Enterprise Mobility blends the major mobile operators into one consolidated platform while leveraging our buying power to provide simpler and more cost effective mobility solutions and value added services to our customers and partners.



- ◆ 1 National Account Manager
- ◆ 1 Customized bill with standard accounting software integration
- ◆ 1 Customer portal with extensive data analytics
- ◆ 1 Premier Support Team to manage your account 24x7x365

Attachment: American Fork City Mobility LOA (Granite Letter of Agency for Mobility Services)



Path to Partnership

American Fork City

Granite is the leading communications services provider in the nation

\$1.6B+

GRANITE'S ANNUAL REVENUE

\$100M+

GRANITE'S ANNUAL GROWTH RATE LAST 7 YRS

\$0

GRANITE'S DEBT

9K+

SATISFIED CORPORATE CLIENTS

650K+

LOCATIONS SERVED

85+

FORTUNE 100 CUSTOMERS SERVICED

1/3rd

OF STAFF IN CUSTOMER SERVICE ROLE

5X

HIGHER RETENTION RATE THAN THE INDUSTRY AVERAGE

1

NUMBER OF INVOICES

Attachment: American Fork City Mobility LOA (Granite Letter of Agency for Mobility Services)



Path to Partnership

American Fork City

Granite Mobility Services at a Glance



Geographic perfection

All 3 major mobile operators available on one platform providing savings, flexibility, and simplicity all on one bill



Daily Dashboards

Single pane of glass for In-depth visibility into data usage across all underlying carriers



Device Management Solutions

Customized device management platforms, including usage control, policy compliance, and advanced mobile security services



Managed Mobility Marketplace

Allows to access and order all of our wireless mobility products easily



Concierge Support

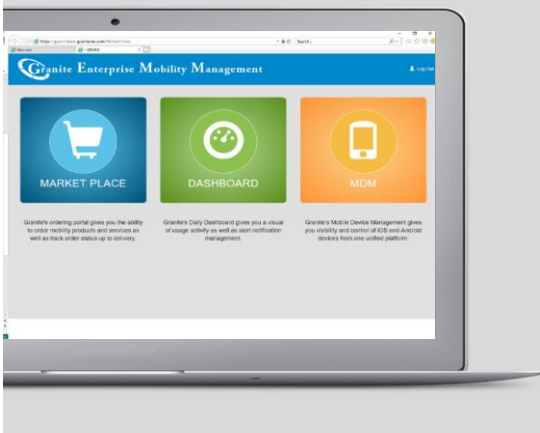
You'll be given a concierge customer service contact who will be your resource throughout your time with Granite



Overage Protection Plan (NOverage)

You can elect to have Granite automatically manage your plans to avoid overage charges

Granite Managed Portals



Market Place

Granite's ordering portal gives you the ability to order mobility products and services as well as track order status up to delivery.

Daily Dashboards

Granite's Daily Dashboard gives you a visual of data usage activity as well as alert notification management.



Time Frame - 3 Months
Quote ID: 82834
Expires: 05/21/2023

| Savings Report | | | | | | | | | |
|--------------------------|-------------|--------------------|------------------------|--------------|--------------------------|-------------------|-------------------|-------------------|--|
| Current Carrier | New Carrier | Conversion Process | Device | Users Quoted | Plan | Current Amount | Granite Amount | Savings | |
| AT&T | AT&T | Simple Conversion | Smartphone | 24 | Pooled AT&T Data Plan | \$989.77 | \$671.76 | | |
| | | | Smartphone - Unlimited | 4 | Unlimited AT&T Data Plan | \$179.96 | \$279.96 | | |
| | | | Tablet | 7 | Pooled AT&T Data Plan | \$257.60 | \$181.93 | | |
| | | | Hotspot | 8 | Pooled AT&T Data Plan | \$294.40 | \$207.92 | | |
| Mobile Summary | | | | 43 | | \$1,721.73 | \$1,341.57 | \$380.16 | |
| Verizon | Verizon | Managed Transition | Tablet | 3 | Pooled Verizon Data Plan | \$119.97 | \$62.97 | | |
| | | | Hotspot | 6 | Pooled Verizon Data Plan | \$239.94 | \$125.94 | | |
| Mobile Summary | | | | 9 | | \$359.91 | \$188.91 | \$171.00 | |
| Total Devices | | | | 52 | | \$2,081.64 | \$1,530.48 | \$551.16 | |
| Monthly Savings | | | | | | | | \$551.16 | |
| Yearly Savings | | | | | | | | \$6,613.92 | |
| Monthly Savings % | | | | | | | | 26 | |

| Early Termination Fee | | |
|-----------------------|----------------------|-----------------------------|
| Total ETF | Granite ETF Coverage | Customer ETF Responsibility |
| \$0.00 | \$0.00 | \$0.00 |

| Remaining Equipment Balance | | |
|-----------------------------|----------------------------|-----------------------------------|
| Total Equipment | Granite Equipment Coverage | Customer Equipment Responsibility |
| \$0.00 | \$0.00 | \$0.00 |

- *No Granite Wireless VzW Domestic Roaming or International Services.
- *24 month service term required.
- *Wireless MRC does not include overage charges, SIM card or any equipment.
- *Unlimited Talk and Text, and Device access are included in all phone plans.
- *ETF amount shown on the quote is the estimated amount covered by Granite. Any remaining ETFs or other balances due will need to be covered by the customer.
- *Phase 1 conversion may take up to 3 months to complete.
- *If a line is disconnected prior to the contract end date, the customer is responsible for paying the remaining contract balance.
- *Applicable taxes, fees, shipping and delivery are not included.
- *This is an estimate. Pricing is subject to change and is intended to be used for analysis purposes only.
- *Dependent on coverage and availability, some restrictions apply.

Attachment: American Fork City Mobility LOA (Granite Letter of Agency for Mobility Services)



Devices Consolidated:

| Devices | Phase 1 | Phase 2 | Total |
|--------------|-----------|----------|-----------|
| Smartphone | 28 | 0 | 28 |
| Basic Phone | 0 | 0 | 0 |
| Tablet | 10 | 0 | 10 |
| Hotspot | 14 | 0 | 14 |
| Router | 0 | 0 | 0 |
| Modem | 0 | 0 | 0 |
| Laptop | 0 | 0 | 0 |
| Wearable | 0 | 0 | 0 |
| Data Device | 0 | 0 | 0 |
| Aircard | 0 | 0 | 0 |
| Total | 52 | 0 | 52 |

Savings:

| Phase 1 |
|---|
| \$6,614 Annually \$551 Monthly 52 Total Devices |

| Phase 2 |
|--|
| \$0 Annually \$0 Monthly 0 Total Devices |

| Total |
|---|
| \$6,614 Annually \$551 Monthly 52 Total Devices |


Device Replacement:

| Devices | MSRP | Granite's Price | Amortized 24 Months | Amortized 36 Month |
|--------------------------------|------------|-----------------|---------------------|--------------------|
| Apple iPhone SE (2020) 64GB | \$399.00 | \$399.00 | \$18.99 | \$13.49 |
| Apple iPhone 11 64GB | \$499.00 | \$499.00 | \$23.49 | \$16.99 |
| Apple iPhone 12 64GB | \$729.00 | \$729.00 | \$34.99 | \$24.49 |
| Apple iPhone 13 128GB | \$829.00 | \$829.00 | \$39.49 | \$27.99 |
| Apple iPhone 13 Pro 128GB | \$999.00 | \$999.00 | \$47.49 | \$33.99 |
| Apple iPhone 13 Pro Max 128GB | \$1,099.00 | \$1,099.00 | \$52.49 | \$37.49 |
| Samsung Galaxy A12 32GB | \$179.99 | \$179.99 | \$8.49 | \$5.99 |
| Samsung Galaxy A32 32GB | \$279.99 | \$279.99 | \$12.99 | \$9.49 |
| Samsung Galaxy A52 128GB | \$499.99 | \$499.99 | \$23.99 | \$16.99 |
| Samsung Galaxy S21 128GB | \$799.99 | \$799.99 | \$37.99 | \$26.99 |
| Samsung Galaxy S21+ 128GB | \$999.99 | \$999.99 | \$47.99 | \$33.99 |
| Samsung Galaxy S21 Ultra 128GB | \$1,199.99 | \$1,199.99 | \$57.49 | \$40.99 |

Other Services:

| Add-On Services | MRC per Line |
|------------------------------------|--------------|
| NOverage - Overage Protection Plan | \$0.00 |
| Static IP | \$2.99 |

Attachment: American Fork City Mobility LOA (Granite Letter of Agency for Mobility Services)

| | | | |
|--|---------------------|-------------|----------------|
|  | | Sales Rep: | Andrew Paschal |
| | | Order Date: | |
| CUSTOMER INFORMATION | | | |
| Government Entity Name ("Customer"): | American Fork City | | |
| Billing Telephone Number: | 801-763-3000 | | |
| Designated Contact: | George Schade | | |
| Contact Phone Number: | 801-404-6396 | | |
| Service Address (Street/Suite): See <u>Appendix A-1</u> | | | |
| Mailing/Billing Address (Street/Suite): | 51 East Main Street | | |
| City: | American Fork | | |
| State/Zip Code: | UT/84003 | | |
| Additional Comments/Notes (if any): | | | |
| AGREEMENT AND AUTHORIZATION | | | |
| <p>By signing this Government Account Form and Letter of Agency ("LOA"), Customer hereby (a) engages Granite Telecommunications, LLC and/or its affiliates ("Granite") to provide Services as set forth in <u>Appendix A</u>, attached hereto and incorporated herein, and such other Services as Customer may order from time to time after the date hereof and (b) authorizes and appoints Granite to act as its agent solely for the purposes of handling all arrangements for establishing, converting, ordering, changing and/or maintaining such Services, and to take such other actions as are reasonably necessary to provide such Services and as Customer may request from time to time. Customer directs its current service provider(s), if any, to work with Granite to affect these changes.</p> <p>Services Under this Agreement shall be for two years. Customer can cancel services at any time given 30 (thirty) days written notice.</p> <p>The Terms of Service set forth rights and responsibilities of Customer and Granite concerning Services to be provided and in regards to other important topics. If Customer does not agree to the Terms of Service, the authorized representative of Customer should not sign this LOA. All terms and conditions of the Terms of Service are incorporated herein by reference. <i>The Customer Disclosures attached hereto are an integral part of this LOA. This LOA is confidential and may not be disclosed to third parties.</i></p> | | | |
| SIGNATURE | | | |
| <p>The undersigned is authorized to sign on behalf of Customer and Customer agrees to be bound by the Terms of Service. This LOA is effective as of the date of execution below.</p> <p>Customer By: _____ Print Name: Brad Frost Title: Mayor Date: _____</p> <p><i>Signing this Government Account Form and Letter of Agency will result in a change of service provider(s).</i></p> | | | |

Attachment: American Fork City Mobility LOA (Granite Letter of Agency for Mobility Services)



CUSTOMER DISCLOSURES INTERNET BASED SERVICES

Customer acknowledges and agrees that certain Internet Based Services (which for purposes of this Customer Disclosure, includes, but is not limited to, Hosted PBX, SIP Trunking, SIP PRI, Hosted Voice, Virtual Auto Attendant and Virtual Voicemail Services), ordered through Granite may not operate in the same manner as traditional wireline phone service and that the following terms and conditions apply with respect to such Internet-Based Services: (a) such services are designed only for use with a compatible PBX or similar advanced telephone system; (b) such services only support Granite's local, intralata toll, interstate long distance and international voice services;

(c) such services DO NOT support auto dialers, predictive dialers, telemarketing applications, modems, credit card process, heavy faxing lines and elevator lines (only POTS lines should be used for these purposes); (d) a qualified vendor must install the equipment and service at Customer's sole expense and Granite will not process any order without a qualified vendor involved in the installation process; and (e) Granite requires that Customer provide a complete list of all phone numbers to be ported, any numbers omitted from the list may result in those numbers not being ported at the time of circuit turn-up. Granite will attempt to retrieve CSRs from the existing carrier(s), but cannot guarantee its ability to obtain such CSRs. Customer agrees to provide Granite with complete CSRs, if requested.

CUSTOMER ACKNOWLEDGES AND AGREES THAT SOME OF THE SERVICES PROVIDED BY GRANITE ARE INTERNET-BASED SERVICES AND THAT 911 SERVICES ON INTERNET-BASED SERVICES ARE DIFFERENT THAN THAT OF TRADITIONAL WIRELINE SERVICE. FOR BASIC 911 OR E911 TO BE ACCURATELY ROUTED TO THE APPROPRIATE EMERGENCY RESPONDER, CUSTOMER MUST PROVIDE GRANITE WITH THE TELEPHONE NUMBER(S) ASSOCIATED WITH SUCH INTERNET-BASED SERVICES FOR THE REGISTERED ADDRESS.

CUSTOMER ACKNOWLEDGES THAT INTERNET-BASED SERVICES PROVIDED BY GRANITE MAY NOT SUPPORT BASIC 911 OR E911 DIALING IN THE SAME MANNER AS TRADITIONAL WIRELINE PHONE SERVICE. CUSTOMER AGREES TO INFORM THIRD PARTIES OF THE POTENTIAL COMPLICATIONS ARISING FROM BASIC 911 OR E911 DIALING. SPECIFICALLY, CUSTOMER ACKNOWLEDGES AND AGREES TO INFORM ALL EMPLOYEES, GUESTS, AND OTHER THIRD PERSONS WHO MAY USE SUCH INTERNET-BASED SERVICES THAT BASIC 911 AND E911 SERVICES WILL NOT FUNCTION IN THE CASE OF A SERVICE FAILURE FOR ANY OF THE FOLLOWING REASONS: (A) POWER FAILURES; (B) SUSPENDED OR TERMINATED INTERNET ACCESS SERVICE; (C) SUSPENSION OF SERVICES DUE TO BILLING ISSUES; AND/OR (D) ANY OTHER SERVICE OUTAGES NOT DESCRIBED HEREIN. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT FAILURE TO PROVIDE A CORRECT PHYSICAL ADDRESS IN THE REQUISITE FORMAT MAY CAUSE ALL BASIC 911 OR E911 CALLS TO BE ROUTED TO THE INCORRECT LOCAL EMERGENCY SERVICE PROVIDER. FURTHERMORE, CUSTOMER RECOGNIZES THAT USE OF SUCH INTERNET-BASED SERVICES FROM A LOCATION OTHER THAN THE LOCATION TO WHICH SUCH SERVICE WAS ORDERED, I.E., THE "REGISTERED ADDRESS," MAY RESULT IN BASIC 911 OR E911 CALLS BEING ROUTED TO THE INCORRECT LOCAL EMERGENCY SERVICE PROVIDER. CUSTOMER IS REQUIRED TO REGISTER THE PHYSICAL LOCATION OF THEIR EQUIPMENT (I.E., IP PHONE, SOFTPHONE, DIGITAL TELEPHONE ADAPTER OR VIDEOPHONE, ETC.) WITH GRANITE AND AGREES TO UPDATE, AND PROVIDE PRIOR WRITTEN NOTICE TO, GRANITE OF THE LOCATION OF SUCH EQUIPMENT WHENEVER THE PHYSICAL LOCATION OF SERVICE FOR A PARTICULAR TELEPHONE NUMBER CHANGES.

TO THE EXTENT THAT GRANITE PROVIDES INTERNET-BASED SERVICES WHICH CUSTOMER UTILIZES FOR TRANSMISSION OF ALARM SYSTEM SIGNALS, CUSTOMER ACKNOWLEDGES THAT GRANITE IS NOT RESPONSIBLE FOR THE FUNCTIONALITY OF SUCH ALARM SYSTEMS AND SIGNALS. CUSTOMER UNDERSTANDS THAT INTERNET-BASED SERVICES ARE NOT INFALLIBLE. CUSTOMER SPECIFICALLY ACKNOWLEDGES THAT GRANITE DOES NOT REPRESENT OR WARRANT THAT THE TRANSMISSION OF ALARM SIGNALS WILL NOT BE INTERRUPTED, CIRCUMVENTED OR COMPROMISED. IF INTERNET BASED SERVICES ARE NOT OPERATIVE, NO ALARM SIGNALS CAN BE RECEIVED BY THE MONITORING STATION. CUSTOMER UNDERSTANDS THAT INTERNET-BASED SERVICES MAY BE IMPAIRED OR INTERRUPTED BY ATMOSPHERIC CONDITIONS, INCLUDING ELECTRICAL STORMS, POWER FAILURES OR OTHER CONDITIONS AND EVENTS BEYOND GRANITE'S CONTROL. THE USE OF INTERNET-BASED SERVICES MAY PREVENT FROM THE TRANSMISSION OF ALARM SIGNALS AT ANY TIME, AND/OR INTERFERE WITH THE TELEPHONE LINE-SEIZURE FEATURES OF CUSTOMER'S ALARM SYSTEM. IN THE EVENT CUSTOMER ELECTS TO USE INTERNET-BASED SERVICES FOR ALARM LINES; CUSTOMER IS RESPONSIBLE FOR HAVING THESE SERVICES TESTED BY AN AUTHORIZED ALARM INSPECTION COMPANY TO ENSURE SIGNAL TRANSMISSION FEATURES ARE OPERATIONAL. THESE FEATURES INCLUDE BUT ARE NOT LIMITED TO PROPER FUNCTIONING OF LINE SEIZURE AND THE SUCCESSFUL TRANSMISSION OF SIGNALS TO THE MONITORING STATION. CUSTOMER ACCEPTS FULL RESPONSIBILITY FOR ALARM SYSTEM COMPLIANCE WITH THE AUTHORITY HAVING JURISDICTION.

CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER SHALL BEAR THE SOLE RESPONSIBILITY OF INFORMING THIRD-PARTIES OF POTENTIAL CALL RECORDING USING THE INTERNET-BASED SERVICES.

Initialed by Authorized Signer

Attachment: American Fork City Mobility LOA (Granite Letter of Agency for Mobility Services)

Appendix AServices Selected

- Voice Services (POTS, Long Distance, Local and LD T1 and PRI) (See Note 1)
- Broadband Services
- MPLS and/or Dedicated Internet Access Services
- VoIP Services (Hosted PBX, SIP Trunking, SIP PRI, Hosted Voice, Voice over Cable, Virtual Auto Attendant and Virtual Voicemail Services)
- Mobility Services (Mobility Data and Mobility Voice)
- Granite Grid Services
- Conferencing Services (Audio Conferencing and Web Conferencing)
- Managed Services
- Monitoring Services
- Other Services (List): _____

Note 1: Unless otherwise noted herein, in addition to these rates and charges set forth in this LOA (a) certain other rates and charges may apply, as provided for by tariff, the FCC or other governmental entity, or other regulation or requirements and (b) Customer will pay to Granite all applicable taxes (including sales, use and excise taxes). In the event that Customer elects additional services, additional fees may apply. Customer acknowledges that it will be charged in accordance with the rates and plans listed on Appendix A-1, attached hereto and incorporated herein, plus any and all additional charges as may be set forth in the Terms of Service.

Note 2: See quote and other documents attached hereto as Appendix A-1 for specific details related to Services ordered.

Appendix A-1

Service Locations and Specifics
(Insert Service Locations, quantities, and the Quote)

270 East 200 North - Mobility Cell Phone Services - Public Works Department.

Quote is in the main body of the LOA.



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
APRIL 11, 2023**

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

04.11.23 - 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 11 day of April 2023.

Bradley J. Frost, Mayor

ATTEST:

Terilyn Lurker, City Recorder

Attachment: 04.11.23 - Continuity of Government (Continuity of Government - 04.11.23)



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
APRIL 11, 2023**

Department Recorder Director Approval Terilyn Lurker

AGENDA ITEM Review and action on a resolution approving an amendment to the General Fee Schedule to include a Candidate Filing Fee.

SUMMARY RECOMMENDATION

Staff would recommend approval.

BACKGROUND

State law allows municipalities to charge a candidate filing fee, which most municipalities have already been charging. The proposal is to add a candidate filing fee of \$55 to cover the costs of staff time for candidates declaring their candidacy.

The following cities currently charge a filing fee:

| City | Filing Fee |
|----------------|------------|
| Highland | \$ 35.00 |
| Cedar Hills | \$ 35.00 |
| Pleasant Grove | \$ 35.00 |
| Lindon | \$ 35.00 |
| Lehi | \$ 35.00 |
| Vineyard | \$ 35.00 |
| Eagle Mountain | \$ 50.00 |
| Springville | \$ 30.00 |
| Payson | \$ 50.00 |
| Orem - Council | \$ 75.00 |
| Orem - Mayor | \$ 150.00 |

BUDGET IMPACT

\$55

SUGGESTED MOTION

Move to adopt the resolution approving an amendment to the General Fee Schedule to include a Candidate Filing Fee.

SUPPORTING DOCUMENTS

04.11.23 - General Fee Schedule Amendment - Candidate Filing Fee (DOCX)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF AMERICAN FORK AMENDING THE GENERAL FEE SCHEDULE TO INCLUDE CANDIDATE FILING FEE.

WHEREAS, American Fork City adopted Resolution No. 2022-06-21R for the purpose of establishing a general schedule of fees charged by the City;

WHEREAS, the current general fee schedule does not include a fee for candidates declaring their candidacy; and

WHEREAS, the fee schedule is to be updated to reflect the inclusion of this fee.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AMERICAN FORK, UTAH, RESOLVES AS FOLLOWS:

Section 1. Fee Established. The following fee shall be included under Administration costs:

Candidate Filing Fee \$55.00

Section 2. All fees and charges not listed in this Resolution which are contained in or promulgated pursuant to any current resolutions shall remain in full force and effect, unless and until duly modified.

Section 3. The above fee listed shall be effective immediately.

BE IF FURTHER ENACTED AND RESOLVED THAT THIS RESOLUTION SHALL TAKE EFFECT UPON ITS PASSAGE THIS 11TH DAY OF APRIL 2023.

ATTEST:

Bradley J. Frost, Mayor

Terilyn Lurker, City Recorder

Attachment: 04.11.23 - General Fee Schedule Amendment - Candidate Filing Fee (General Fee Schedule Amendment - Candidate Filing Fee)