AMERICAN FORK CITY COUNCIL
MAY 14, 2024
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 hold a public hearing in conjunction with the regular session on Tuesday, May 14, 2024, in the American Fork City Hall, 31 North Church Street, commencing at 7:00 p.m. The agenda shall be as follows:

- Receiving public comment on the YD3 Annexation, located at approximately 250 South 1160 West and consisting of 0.20 acres.
- Receiving public comment on the Coleman Annexation, located at approximately 55 West 1500 South and consisting of 6.957 acres.

REGULAR SESSION

1. Pledge of Allegiance; Invocation by Council Member Clark Taylor; roll call.
2. Twenty-minute public comment period - limited to two minutes per person.
3. City Administrator's Report
4. Council Reports
5. Mayor's Report

COMMON CONSENT AGENDA

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

1. Approval of the April 23, 2024, city council minutes.
2. Approval of the April 29, 2024, special session minutes.
3. Approval of the April 30, 2024, regular session minutes.
4. Approval of an application for a Temporary/Seasonal Use, known as Crazy Al's Fireworks, located at 510 N Caveman Blvd, American Fork City. The Temporary/Seasonal Use will be on approximately 36.28 acres and will be in the R1-9000 zone.
5. Ratification of city payments (April 24, 2024, to May 7, 2024) and approval of purchase requests over $50,000.

ACTION ITEMS

1. Review and action on an ordinance approving the disbursement of fiscal year 2023/2024 PARC Tax funds.
2. Review and action on acceptance of the city's fiscal year ending June 30, 2025 Tentative Budget.
3. Review and action on approval of a Reimbursement Agreement with Deer Park, LLC. for system improvements along 1100 South.
4. Review and action on an ordinance approving the YD3 Annexation, consisting of 0.20 acres and located at approximately 250 South 1160 West, including the ordinance of

annexation, annexation agreement, road dedication plat, and placement of the property in the TOD zone.

5. Review and action on an ordinance approving the Coleman Annexation, consisting of approximately 6.957 acres and located at approximately 55 West 1500 South, including the ordinance of annexation, annexation agreement, street dedication plats, and placement of the property in the Marina (M-1) zone.
6. Review and action on a resolution accepting, or deny, the petition to annex the Jes and Claire Scott Annexation, consisting of 1.504 acres and located at approximately 350 East 620 South.
7. Review and action on approval of a contract with Allstar Striping for striping services at various locations throughout the city.
8. Review and action on an ordinance approving a code text amendment, known as Minimum Level of Improvements Required Prior To Issuance of Building Permits, of the American Fork City Municipal Code. Amending Section 17.5.126 (D), the Code Text Amendment plans to give the city engineer discretion into providing information regarding curb grading for residential lots.
9. Review and action on a resolution approving the inter-local cooperative agreement with Mountainland Association of Governments (MAG) for funding the American Fork 200 South 100 East Intersection.
10. Review and action on a resolution approving the inter-local cooperative agreement with Mountainland Association of Governments (MAG) for funding the American Fork 200 South 300 West Intersection.
11. Adjournment.

Dated this 9th day of May 2024.

/s/Terilyn Lurker
City Recorder

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

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
MAY 14, 2024

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

AGENDA ITEM Approval of an application for a Temporary/Seasonal Use, known as Crazy Al's Fireworks, located at 510 N Caveman Blvd, American Fork City. The Temporary/Seasonal Use will be on approximately 36.28 acres and will be in the R1-9000 zone.

BACKGROUND This is a fireworks stand proposed to be in American Fork High School's parking lot during the time frame of June 28th, 2024 to July 24th, 2024. This is coming to the City Council for approval because American Fork's Municipal Code, Section 17.5.122 Temporary and Seasonal Uses, indicates that:

"In other zone districts. The temporary and seasonal uses listed under paragraph C. may be permitted in other than commercial districts upon a finding that the intended use is part of a community sponsored celebration event, when located within a public building or public park, or when approved by the city council, and subject to compliance with the terms of this section and the approval of a business license therefore by the city fire authority, police authority and zone clearance officer."

Because the proposed Temporary and Seasonal Use is located within an R1-9000 Residential Zone, not a commercial zone, the requirement is to come to City Council for approval of the location. After the City Council approves the location they will still be required to go through a business license review to meet Section 17.5.122 Temporary and Seasonal Uses from the city's fire authority, police authority, and zone clearance officer.

BUDGET IMPACT N/A

SUGGESTED MOTION I move to approve the proposed Temporary/Seasonal Use, located at 510 N Caveman Blvd, American Fork City, UT 84003, in the R1-9000 Residential Zone.

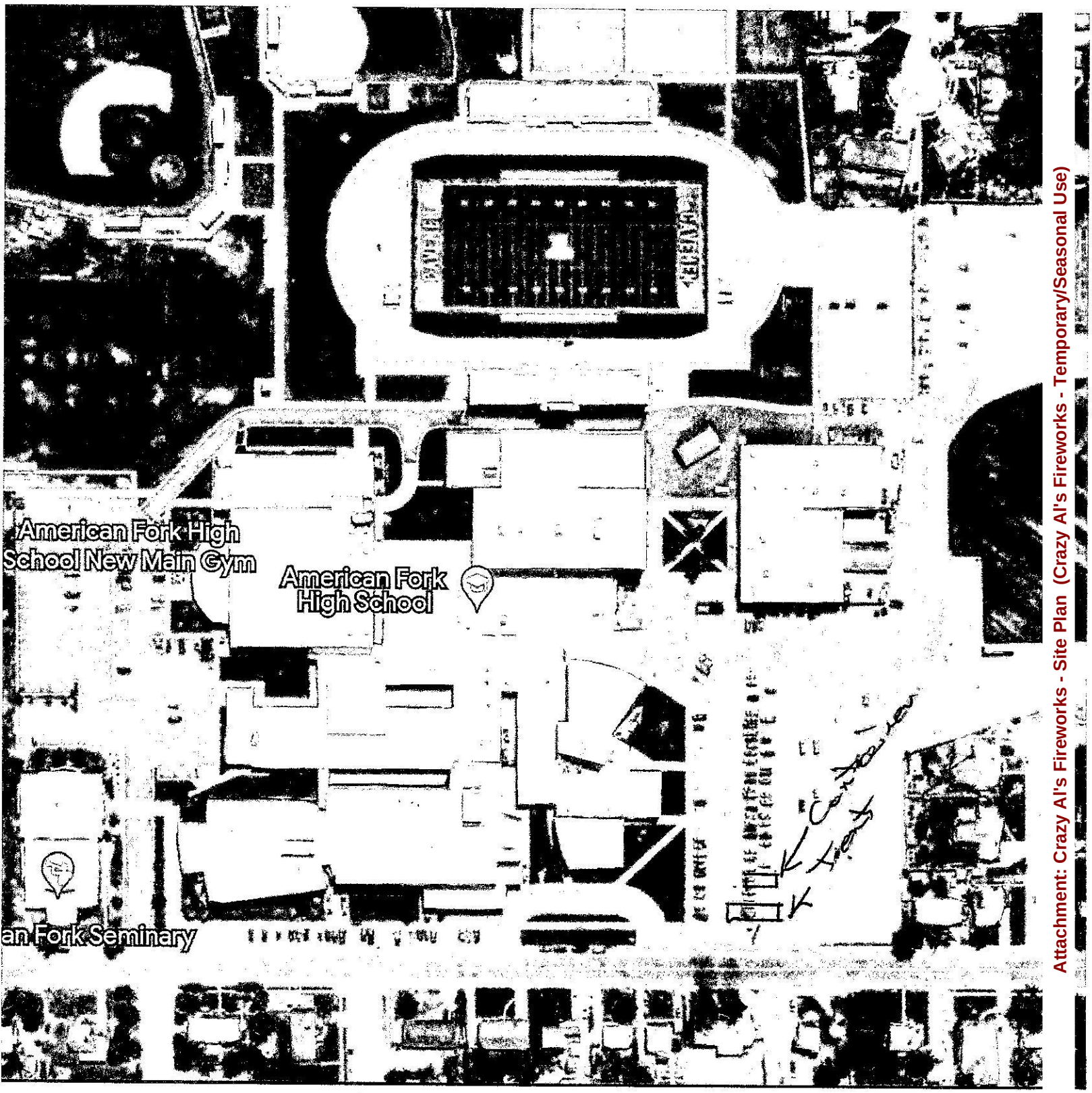
I move to deny the proposed Temporary/Seasonal Use, located at 510 N Caveman Blvd, American Fork City, UT 84003, in the R1-9000 Residential Zone.

I move to table action for the proposed Temporary/Seasonal Use, located at 510 N Caveman Blvd, American Fork City, UT 84003, in the R1-9000 Residential Zone, and instruct staff/developer to……..

SUPPORTING DOCUMENTS

Crazy Al's Fireworks - Site Plan (PDF)
Crazy Al's Fireworks - Property Use Agreement (PDF)

Crazy Al's Fireworks LLC
510 N Cavzman Blvd
American Fork, UT 84003



Attachment: Crazy Al's Fireworks - Site Plan (Crazy Al's Fireworks - Temporary/Seasonal Use)

20'x40' tent

Dates June 28 - July 24

Contact Jim McCaleb

Application Request

RENTER, GROUP/ORGANIZATION

Crazy Al's Fireworks, LLC

CONTACT PERSON

Jim McCaleb

CONTACT EMAIL ADDRESS

CONTACT PHONE

BILLING ADDRESS

REQUESTED SCHOOL

704 - American Fork High School

PURPOSE OF REQUESTED USE

Seasonal Fireworks Tent Sales

OF PARTICIPANTS AT EVENT

2

OF ATTENDEES AT EVENT

10

CLASSIFICATION

Class IV: Fair Market For Profit/ Commercial Business Facility Use

LENGTH OF USE

Multiple Days/Recurring

PLEASE LIST THE REQUESTED FACILITIES, DATES AND TIMES HERE, OR UPLOAD A DOCUMENT WITH THE RENTAL SCHEDULE.

Asphalt Parking Lot near main road

Our dates of operation for the 2024 season are as follows:

6/28/24-7/4/24 and 7/22/24-7/24/24

ACTIVITY SUPERVISORS

Name	Phone Number
Jim McCaleb	

Costs Itemized

FACILITY

Facility	Cost Per Day	Cost Per Hour	Total Hours	Total Facility Cost
Parking Lot (Asphalt Areas)	$2000.00	$0.00		$2000.00

Attachment: Crazy Al's Fireworks - Property Use Agreement (Crazy Al's Fireworks - Temporary/Seasonal Use)

TOTAL FACILITY COST

$2,000.00

TOTAL PERSONNEL COST

$0.00

TOTAL EQUIPMENT COST

$0.00

TOTAL OTHER COST

$0.00

TOTAL FEE DUE:

$2000.00

INSURANCE UPLOAD

- Scan_01191.pdf

FEE SPLIT

Total Rental Fees	Facility Use Fees Split With District	Non-Facility Use Fees-No Split	20% Facility Use to ASD (Class III & IV)	80% Facility Use To School (Class III & IV)	100% to School (Class II)
$2000.00	$2000.00	$0.00	$400.00	$1600.00	$0.00

Facility Rental General Regulations

FACILITY RENTAL GENERAL REGULATIONS

✔ I have read and understand the Facility Rental General Regulations

1. The request for school facilities shall not interfere or conflict with the educational programs.

2. The possession or use of alcohol, tobacco, and narcotics shall not be permitted within 1,000 feet of any school facilities, or property.

3. Shoes with cleats or plates are not permitted in school buildings. Props & supplies must be approved.

4. Renter must provide two adult activity supervisors who will be on the premises during the entire rental period. These renter-designed supervisors shall be responsible to see that all building rental rules, regulations, and laws are adhered to by participants and those attending; any violations will be reported to the school representative who will notify school administration. The adult activity supervisor will be available to resolve any issues that arise during event or may be reported by school representative. (Principal or District Administration may require multiple activity supervisors.) A representative of the school district, usually a custodian, will be present on the school property the entire time period whenever an authorized activity is taking place, will secure the building, and will report violations. If the custodian is pulled away from duties excessively, additional charges may be levied. The ASD or representative is not responsible for any criminal activity that takes place during the activity.

5. Whenever the rules and regulations have been violated, the school, with the approval of District Administration, may revoke the permit to use the facilities and refuse to consider future building rental agreement permits.

6. All facility rental agreements/permits are for specific facilities and hours. It is the responsibility of the applicant to see that unauthorized portions of the properties are not used and the premises are vacated as scheduled.

7. The district assumes no liability for personal injury of property damage. Persons or organizations using any part of the school properties are required to obtain public liability insurance. District insurance protects only the District. In some circumstances a rider may be added to an individual's homeowners insurance. Groups or individuals work directly with the vendor to obtain a Certificate of Insurance. The Certificate of Insurance must list Alpine School District as an additional insured. Additional information can be found at alpineschools.org.

8. Additional fees may be levied equal to the actual replacement, repair, or clean-up cost for any loss, damage, or condition resulting from

Attachment: Crazy Al's Fireworks - Property Use Agreement (Crazy Al's Fireworks - Temporary/Seasonal Use)

any activity above normal wear and tear. Any custodial clean up above normal wear and tear will be billed at one and a half times the regular rate.

9. Persons or organizations using the school premises, including a stage or stage equipment, shall not remove or displaced furniture or apparatus, including lights, curtains, ceiling balance, counter weights system, or switchboard except when under the direct supervision of the designated school employee. Where the stage is to be used, full details of equipment and personnel needed must be furnished with the application.

10. All functions shall close by 10:30 p.m., unless special permission is secured in advance from the principal.

11. All fees and any wages for district personnel need to be submitted with the application. Payments should be made no less than 10 business days prior to rental or they will incur a late fee equal to 10% of the rental fee. If additional charges are levied by the school or district, they are due within 10 days of being invoiced.

12. If the event is sufficient in size, an hourly rate may be added to fees for administrative aid, at the discretion of the principal or District Administration. This may be an assistant principal or other administrator. See schedule for current rate.

13. Persons or organizations using any ASD school facility or grounds must abide by all current State and County COVID-19 Health Guidelines.

14. Facility rentals used for athletic activities for students agree to abide by 53G-7-804, by not prohibiting a student required to wear a uniform, from wearing religious clothing with the uniform, or under / with the uniform while not substantially covering the uniform, consistent with the student's religious or moral beliefs, and/or allowing them to cover parts of the student's body that are not covered or concealed by the uniform.

Indemnity Agreement

ALPINE SCHOOL DISTRICT INDEMNITY AGREEMENT

✔ I have read and understand the Alpine School District Indemnity Agreement

Indemnity
I, the undersigned, on behalf of myself and my organization/group/company, undertake and agree to indemnify, hold harmless and at the option of the Alpine School District (the "District"), defend the District and any and all of its Board, officers, directors, agents, representatives, employees, assigns, affiliates, and successors in interest from and against any and all suits and causes of action, claims, charges, costs, damages, demands, expenses (including, but not limited to attorney's fees and cost of litigation), judgments, civil fines and penalties, liabilities or losses of any kind or nature whatsoever, for death, bodily injury or personal injury to any of my or my organization's/group's/company's/persons, employees, agents, and volunteers, or damage or destruction to any property of either party to this agreement, or third persons in any manner arising by reason of or incident to utilization of any District facility or property (whether real or personal) on the part of the employees, agents, affiliates, representatives, patrons, residents, and individuals in any way connected with the use of the District's facilities and property except for the sole negligence of the District, or its Board, officers, agents, representatives or employees.

Insurance
I shall furnish evidence of the following coverage to the District prior to the commencement of the utilization of the facilities and/or property.

General Liability Insurance: evidence of general liability insurance including contractual liability, personal injury, premises and operations, and broad form property damage. Such insurance shall provide for a one million dollar ($1,000,000) each occurrence and three million dollar ($3,000,000) general aggregate limit. Evidence of requested insurance should clearly show Alpine School District (575 N 100 E, American Fork, UT 84003) as the certificate holder and as additional insured.

Signature
I, for and on behalf of my organization/group/company, have carefully read and understand the contents of the foregoing language, and I and my organization/group/company specifically understand and intend it to cover any and all use of the Alpine School District's facilities and property by employees, volunteers, patrons, residents, and all others authorized by me or my organization/group/company.

End

RENTER SIGNATURE

James R. McCaleb

Attachment: Crazy Al's Fireworks - Property Use Agreement (Crazy Al's Fireworks - Temporary/Seasonal Use)

By clicking here I acknowledge that the above typed name constitutes a legal signature.

DATE

01/04/2024

FACILITY RENTAL MANAGER

Cole Perry

Attachment: Crazy Al's Fireworks - Property Use Agreement (Crazy Al's Fireworks - Temporary/Seasonal Use)

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
MAY 14, 2024

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

AGENDA ITEM Review and action on an ordinance approving the disbursement of fiscal year 2023/2024 PARC Tax Funds.

SUMMARY RECOMMENDATION
It is recommended the council approve the proposed disbursement.

BACKGROUND
The PARC Tax Advisory Board has reviewed the applications for PARC Tax funds, with the applicants presenting their requests to the board. After deliberations, the PARC Tax Board has presented their recommended allocations to the council. The board and the council held discussions on the allocations at two work sessions.

It is proposed the council approve the following disbursements:

Alpine Community Theater	$	14,946.00
American Fork City	$	697,000.00
American Fork Library	$	18,000.00
Friends of American Fork Library	$	29,097.00
Fox Hollow Golf Course	$	16,250.00
Harrington Center for the Arts	$	149,507.00
Live AF	$	22,000.00
Timpanogos Arts Foundation	$	245,000.00
Timpanogos Chamber Music	$	7,000.00
Wasatch Music Alliance	$	45,000.00
Total	**$**	**1,243,800.00**

See the attached ordinance for a further breakdown of allocations.

BUDGET IMPACT
$1,243,800.00

SUGGESTED MOTION
Move to adopt the ordinance approving the disbursement of the fiscal year 2023/2024 PARC Tax funds as presented and allow the city administrator to enter into the disbursement contracts, with

terms substantially similar to those presented, under the direction of the mayor.

OR

Move to adopt the ordinance approving the disbursement of the fiscal year 2023/2024 PARC Tax funds as follows: (list approved disbursements), and allow the city administrator to enter into disbursement contracts, with terms substantially similar to those presented, under the direction of the mayor.

SUPPORTING DOCUMENTS

2023-2024 PARC Tax Allocations (DOCX)
04.23.24 - PARC Tax Recommendations (DOCX)
PARC Tax agreement - template (DOCX)

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE DISTRIBUTION OF FISCAL YEAR 2023/2024 PARC TAX REVENUES

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

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

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

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

WHEREAS, the purpose of this ordinance is to provide for the distribution of the Fiscal Year 2023/2024 PARC Tax revenues.

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

1. The American Fork City Council hereby authorizes the distribution of Fiscal Year 2023/2024 PARC Tax revenues to **Alpine Community Theater** in the amount of $14,946.00 for the following:
    - Operational Funding $ 14,946.00

2. The American Fork City Council hereby authorizes the distribution of Fiscal Year 2023/2024 PARC Tax revenues to **American Fork City** in the amount of $697,000.00 for the following projects:
    - Art Dye Disc Golf Course $ 18,000.00
    - Art Dye Bond Payment $ 350,000.00
    - Kimberly Park Playground $ 74,000.00
    - Monarch Park Improvements $ 30,000.00
    - Rotary Park Field Lighting $ 225,000.00

3. The American Fork City Council hereby authorizes the distribution of Fiscal Year 2023/2024 PARC Tax Revenues to the **American Fork Library** in the amount of $18,000.00 for the following projects:
    - Teen Area $ 18,000.00

4. The American Fork City Council hereby authorizes the distribution of Fiscal Year 2023/2024 PARC Tax Revenues to the **Friends of the American Fork Library** in the amount of $29,097.00 for the following projects:
    - AF Library Adventure Journals $ 8,000.00
    - Author Event Series $ 4,447.00

Attachment: 2023-2024 PARC Tax Allocations (FY2023/2024 PARC Tax Allocations)

- First Grade Book Fair Project $ 13,050.00
- Writing and Publishing Classes $ 3,600.00

5. American Fork City Council hereby authorizes the distribution of Fiscal Year 2023/2024 PARC Tax revenues to the **Fox Hollow Golf Course** in the amount of $16,250.00 for the following project:
   - Outside Restroom $ 16,250.00

6. American Fork City Council hereby authorizes the distribution of Fiscal Year 2023/2024 PARC Tax revenues to the **Harrington Center for the Arts** in the amount of $149,507.00 for the following project:
   - Fork Fest $ 60,000.00
   - Concerts in the Park $ 31,857.00
   - Living Bethlehem & Christmas Market $ 28,650.00
   - Exploration of New Works $ 6,000.00
   - Timpanogos Chorale $ 20,000.00
   - Sculpture Walk $ 3,000.00

7. American Fork City Council hereby authorizes the distribution of Fiscal Year 2023/2024 PARC Tax revenues to **Live AF** in the amount of $22,000.00 for the following project:
   - Steel Days $ 22,000.00

8. American Fork City Council hereby authorizes the distribution of Fiscal Year 2023/2024 PARC Tax revenues to **Timpanogos Arts Foundation** in the amount of $245,000.00 for the following projects:
   - Administrative Grant Request $ 75,000.00
   - TAF Theater Programs $ 100,000.00
   - TAF Instrumentals Program $ 45,000.00
   - Timpanogos Visual Arts Program $ 8,000.00
   - Timpanogos Youth Choir Program $ 14,000.00
   - Mary Kawakami Speech Contest $ 3,000.00

9. American Fork City Council hereby authorizes the distribution of Fiscal Year 2023/2024 PARC Tax revenues to **Timpanogos Chamber Music** in the amount of $6,011.00 for the following projects:
   - Concert Series $ 7,000.00

10. American Fork City Council hereby authorizes the distribution of Fiscal Year 2023/2024 PARC Tax revenues to **Wasatch Music Alliance** in the amount of $45,000.00 for the following project:
    - Concert Series $ 45,000.00

Attachment: 2023-2024 PARC Tax Allocations (FY2023/2024 PARC Tax Allocations)

11. No PARC Tax revenues shall be distributed to an entity for operation expenses until the entity has signed a contract with the City meeting the requirements of Resolution No. 2015-04-09R and Resolution No. 2017-01-06R, A Resolution Creating the Parks, Arts, Recreation and Culture Tax Advisory Board.

11. PARC Tax revenues in future fiscal years will also be awarded after a competitive application process based on merit and availability of funds. Receipt of PARC Tax funding in this round of applications does not guarantee PARC Tax funding in future years.

12. The City Administrator is hereby authorized to sign any documents required to proceed with the distribution of PARC Tax revenues as set forth in this ordinance.

13. All acts, orders, resolutions, ordinances, and parts thereof, in conflict with this ordinance are hereby rescinded.

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

Passed by the American Fork City Council on this 14th day of May 2024.

_____

Bradley J. Frost, Mayor

ATTEST:

Terilyn Lurker, City Recorder

Attachment: 2023-2024 PARC Tax Allocations (FY2023/2024 PARC Tax Allocations)

To: American Fork City Council

From: PARC Tax Advisory Board

Date: 18 April 2024

Re: PARC Funding Recommendation

2024-2025 Fiscal Year

In accordance with applicable Utah code and city ordinance, the PARC Tax Advisory Board ("Board") has reviewed all applications submitted for the 2024 award year and are herein submitting recommended recipients and funding levels of the PARC grant monies to be distributed during the 2024-2025 fiscal year.

Pending final approval by the City Council and prior to receiving funding, all groups receiving funding will be required to comply with sections 8 and 9 of the *Policies and Procedures for PARC Tax Funding*.

The PARC Board's recommendations provide funding for projects that will enhance the American Fork community in multiple ways and appeal to a broad spectrum of people and interests associated with parks, arts, recreation, and culture in the American Fork community. As usual, funding requests exceeded available funding. With available PARC Grant funding of *$1,243,800*, applications included project funding requests in the amount of *$2,096,255*. Parsing these requests was challenging.

Although Board members had differing opinions regarding some of the requests, after thorough discussion we are in full agreement regarding these final recommendations.

The Board's recommendations distribute funding levels as follows:

Park related projects receive	31%
Arts related projects receive	1%
Recreation related projects receive	25%
Culture related projects receive	43%

Therefore, the Board presents the following recommendations of tax funding awards for the upcoming fiscal year:

Alpine Community Theater	
Operational Funding	**$14,946**
American Fork City	
Art Dye Disc Golf Course	$18,000
Art Dye Bond Payment	$350,000
Kimberly Park Playground	$74,000
Monarch Park Improvements	$30,000
Rotary Park Field Lighting	$225,000
	$697,000

Attachment: 04.23.24 - PARC Tax Recommendations (FY2023/2024 PARC Tax Allocations)

American Fork City Library	
Teen Area	**$18,000**
Friends of AF Library	
AF Library Adventure Journals	$8,000
Author Event Series	$4,447
First Grade Book Fairy Project	$13,050
Writing and Publishing Classes	$3,600
	$29,097
Fox Hollow Golf Course	
Outside Restroom	**$16,250**
Harrington Center for the Arts:	
Fork Fest	$60,000
Concerts in the Park	$31,857
Living Bethlehem & Christmas Market	$28,650
Exploration of New Works	$6,000
Timpanogos Chorale	$20,000
Sculpture Walk	$3,000
	$149,507
Live AF:	
Steel Days	**$22,000**
Timpanogos Arts Foundation:	
Administrative Grant Request	$75,000
TAF Theater Programs	$100,000
TAF Instrumentals Program	$45,000
Timpanogos Visual Arts Program	$8,000
Timpanogos Youth Choir Program	$14,000
Mary Kawakami Speech Contest	$3,000
	$245,000
Timpanogos Chamber Music	
Concert Series	**$7,000**
Wasatch Music Alliance	
Concert Series	**$45,000**
TOTAL	**$1,243,800**

Attachment: 04.23.24 - PARC Tax Recommendations (FY2023/2024 PARC Tax Allocations)

FUNDING RATIONALE:

Alpine Community Theater

Alpine Community Theater (ACT) is a 100% volunteer organization that has produced high quality theater since 2004. After having presented performances in American Fork for several years, in 2020 ACT entered into an agreement with the Liahona School in Pleasant Grove to have a permanent and secure venue for presentations. The Liahona School is located on 4850 West in Pleasant Grove, just east across the street from the American Fork municipal boundary.

For the past few years, the PARC Board has recommended against providing funding for ACT because the performance site is not within the AF City boundaries.

After much discussion, this year the PARC Board has determined to recommend the Council provide ACT with some limited funding for four reasons: 1) ACT provides performance/participation opportunities for many residents of American Fork; 2) data from ACT show that many audience members are from American Fork; 3) ACT performances create opportunities for American Fork businesses to benefit from activities related to performances (dining in AF, etc.); and 4) the requested funding is for operational support for facilities within American Fork and is not directly for the performances presented at Liahona.

Total Amount Requested: $44,692
Total Amount Recommended: $14,946

American Fork City

American Fork City devotes considerable financial assets for funding municipal Parks and Recreation activities. The PARC Board recognizes the broad community reach of Parks and Recreation and recommends funding of the following requests from American Fork City:

1. Art Dye Disc Golf Course:

   After many years of "unofficial" affiliation with the City, the very popular Art Dye Frisbee Golf Course is a candidate for improvements. AF City has an opportunity to enter into a 3-way agreement with the State of Utah and the Utah Frisbee Golf Association to redesign and improve the golf course area (the eastern portion of the Art Dye Property). Given the broad popularity and the non-city cooperative nature of this request, the Board believes this to be a very good use of PARC funds.

   Total Amount Requested: $45,000
   Total Amount Recommended: $18,000

2. Art Dye Bond Payment:

   The Art Dye Regional Recreation Park has become an important part of the city's Park and Recreation vision. When completed, Art Dye Park will be an acclaimed gathering place for athletics, entertainment, and recreation. Ongoing funding to pay down the bond for this multi-use park is a prudent use of PARC tax funds.

   Total Amount Requested: $350,000
   Total Amount Recommended: $350,000

Attachment: 04.23.24 - PARC Tax Recommendations (FY2023/2024 PARC Tax Allocations)

3. Kimberly Park Playground

American Fork City schedules replacement of two playground structures each year. Kimberly Park's playground equipment is the City's highest priority for replacement. Playground equipment provides a broad reach in the City and is heavily used. This is a needed project.

Total Amount Requested: $74,000
Total Amount Recommended: $74,000

4. Monarch Park Improvements

The AF City Council has great interest in improving Monarch Park and making it a natural habitat for Monarch butterflies. Eventual additions of walkways, wayfinding signs, tree plantings, fencing and other improvements will make this area a beautiful habitat that AF citizens and others can enjoy. Other funding sources are available including other grants that can contribute to this project.

Total Amount Requested: $45,000
Total Amount Recommended: $30,000

5. Rotary Park Baseball Field Lighting

This project is among the highest priorities for AF City's Parks and Recreation Dept. Rotary Park has a long history in American Fork. Originally called City Ballpark, it was home to the Utah Pioneer's Baseball League. It is the only 90' (upper league) diamond in AF City and one of the most utilized in Utah County. To continue to provide a high-quality facility, improvements are needed including upgrading the lighting. The overall project is a 4-way entity cooperation between American Fork City, Utah Men's Baseball Assn., Maeser Prep Academy, and Providence Hall Charter School and project will include lighting, field leveling, sod and sprinkler systems, batting cages, bleachers, fencing, dugouts, and other amenities. Total costs for the project will exceed $1 million. This request generated a lot of discussion by the PARC Board but with the City's holding this project as a priority we agreed to provide full funding.

Total Amount Requested: $225,000
Total Amount Recommended: $225,000

AF City Library

The City Library continues to grow in popularity, but the teen area is underutilized. Library staff argue convincingly that modifying the environment to make materials and study areas more inviting and more visible will encourage use. Improving shelving is a high priority. The PARC Board funding recommendations will help begin the remodeling process that will likely take place over at least two years.

Total Amount Requested: $117,000
Total Amount Recommended: $18,000

Attachment: 04.23.24 - PARC Tax Recommendations (FY2023/2024 PARC Tax Allocations)

Friends of the Library

A charitable organization for many years, and a frequent recipient of PARC funds, Friends of the American Fork Library seeks to increase the reach of the AF Library through programs that enhance Literacy, Community Partnerships, and Outreach. The Board had long discussions regarding funding this year and modified/reduced most requests.

1. First Grade Book Fairy Project:

   A long-standing project for American Fork, the Book Fairy Project enhances literacy, art, culture, and community. The Book Fairy encourages students to enjoy reading and learning, and to pursue an understanding of literary arts. This project provides several books throughout the school year for every first-grade student in our community as well as incentives for first graders to visit and become familiar with the library. The reduced funding recommendation reflects fewer funds available this year and the Board's recommendation to fund four books rather than the six requested.

   Total Amount Requested: $18,650
   Total Amount Recommended: $13,050

2. Author Event Series:

   Popular with the public in the past, funding this project will allow the Library, in partnership with Utah Humanities, to bring popular artists to speak at the Library.

   Total Amount Requested: $10,000
   Total Amount Recommended: $ 4,447

3. Writing and Publishing Classes

   Funded by PARC in the past, this 16-week course, taught two times per year for writers in our community, will give beginning writers a broad overview of how to go from idea to published book. This class will provide opportunities for a growing number of citizens of our community to improve writing skills and learn how to successfully seek publication.

   Total Amount Requested: $9,600
   Total Amount Recommended: $3,600

4. AF Library Adventure Journal

   Used as a reward for Summer Reading Program participants, the Adventure Journal is an activity book that is designed to promote literacy, imaginative play, and family connections. The PARC Board had mixed support for this project but decided to provide some funding and to monitor more closely its acceptance and use.

   Total Amount Requested: $10,400
   Total Amount Recommended: $ 8,000

Attachment: 04.23.24 - PARC Tax Recommendations (FY2023/2024 PARC Tax Allocations)

Fox Hollow Golf Course

The two Fox Hollow Golf Course outdoor restrooms are heavily used and need repair and upgrading. The Board accepted the need but had concerns about the lack of demonstrated participation by Fox Hollow itself as well as Lehi and Pleasant Grove cities. After discussion with Fox Hollow representatives the Board recommends PARC funding for one of the restrooms at a slight reduction from the original request.

Total Amount Requested: $40,000
Total Amount Recommended: $16,250

Harrington Center for the Arts

1. Fork Fest

This popular annual summer music festival offers an opportunity for the American Fork community and visitors to experience some of the best local musical talent as well as talent from outside of the community. Food trucks and a vendor fair enhance the program. The Fork Fest festival encourages participation and enjoyment in art, culture, and music.

Total Amount Requested: $92,899
Total Amount Recommended: $60,000

2. Concerts in the Park

Members of the American Fork community value the tradition of the Concerts in the Park series during the summer. These concerts bring many people together and provide an important musical and social experience for American Fork patrons in the unique environment of Quail Cove.

Total Amount Requested: $66,500
Total Amount Recommended: $31,857

3. Living Bethlehem and Christmas Market

Very popular last year HCA will bring an 8-day family-oriented festival that will create a Christmas Village at the Quail Cove amphitheater featuring handmade arts and crafts, gifts, vendors, and warm treats, along with a live nativity creating a unique Christmastime activity for American Fork residents and others from throughout the area.

Total Amount Requested: $61,468
Total Amount Recommended: $28,650

Attachment: 04.23.24 - PARC Tax Recommendations (FY2023/2024 PARC Tax Allocations)

4. Exploration of New Works

This program focuses on the development of local artists, playwrights, and performers through exploration of new plays and musicals by local writers. New musicals and plays will be selected by a committee of qualified specialists. Each workshop will conclude with a concert-version performance of the new plays/musicals followed by a critique with qualified panelists who will offer artistic feedback and comment on the commercial viability of the work. This project provides a new dimension of artistic involvement for our community.

Total Amount Requested: $16,739
Total Amount Recommended: $ 6,000

5. Timpanogos Chorale

Timpanogos Chorale provides choral music from diverse cultures and genres for the enjoyment of American Fork Community members. This group provides opportunities for some members of the community to perform and improve their talents and for other members of the community to listen to and enjoy their work.

Total Amount Requested: $29,000
Total Amount Recommended: $20,000

6. Sculpture Walk

This sculpture exhibition offers new sculptors the opportunity to have their sculptures cast in bronze by one of the four nearby fine art bronze foundries. American Fork citizens and visitors to our community are then able to enjoy these sculptures placed on display along Main Street and historic downtown AF. While the sculptures remain the property of the artists, constructed pedestals ae reused as new sculptures are placed on display.

Total Amount Requested: $8,225
Total Amount Recommended: $3,000

Live American Fork

Live AF is a non-profit, directed by officials of the AF Chamber of Commerce, with the stated purpose of enhancing the life and culture in American Fork. Live AF is seeking to improve the American Fork's Steel Days experience. The Board was not supportive of the Holiday Magic portion Live AF's funding request but was very supportive of providing funds for the proposed Drone Show for Steel Days which was a very well-attended kickoff to Steel Days last year.

Total Amount Requested: $28,060
Total Amount Recommended: $22,000

Attachment: 04.23.24 - PARC Tax Recommendations (FY2023/2024 PARC Tax Allocations)

Timpanogos Arts Foundation:

The Timpanogos Arts Foundation (TAF) is a well-established PARC grant recipient that successfully produces many excellent artistic performances and cultural education programs for the American Fork Community. They provide an opportunity for community members to participate in their specialty areas (symphony, choir, visual art, theater, etc.) and to produce quality performances and exhibitions for the members of the community. TAF also provides cultural experiences through the History and Heritage Pageant. TAF enhances the overall life experience for American Fork citizens and contributes to a well-balanced community. The Board recommends each program within TAF be given the following grants:

1. Administration

   Timpanogos Arts Foundation (TAF) is a strong contributor to Arts and Culture in American Fork and is a long-time recipient of PARC funds. PARC has been supportive of administrative and operational needs and recommends continuing this support.

   Total Amount Requested: $100,000
   Total Amount Recommended: $ 75,000

2. Theater Program

   Funding will provide supplemental funding for TAF's 2024-2025 Theater programming budget to provide 6 theatrical productions, classes, and summer camps.

   Total Amount Requested: $120,000
   Total Amount Recommended: $100,000

3. Instrumental Music Program

   TAF's Instrumental program includes the American Fork Symphony, the Vivace Youth Orchestra, and the Orchestra Summer Camp. These organizations provide several high-quality concerts during the year.

   Total Amount Requested: $48,000
   Total Amount Recommended: $45,000

4. TAF Visual Arts

   TAF's Visual Arts Program provides visual arts experiences through classes, events, and art exhibitions. Plans for 2024-2025 include the American Fork Steel Days Art Show, the Fall Gallery, the Children's Christmas in the Rotunda (AF Library), and the Spring Art Gallery.

   Total Amount Requested: $16,000
   Total Amount Recommended: $ 8,000

Attachment: 04.23.24 - PARC Tax Recommendations (FY2023/2024 PARC Tax Allocations)

5. Timpanogos Youth Choirs Program

TAF's Youth Choir is a tuition-based choir for youth in grades 3-12. Featuring modest fees and scholarships, the program is essentially open to any youths that want to participate. Mentoring by adult choir members is provided. The Youth Choir provides 3 concerts per year as well as other performances by request.

Total Amount Requested: $16,000
Total Amount Recommended: $14,000

6. Mary Kawakami Speech Contest

The Mary Kawakami Speech Contest is a popular youth speech contest that has been presented in American Fork since 2003. Jr. and Sr. High School students from north Utah County write, develop, and present a 2–3-minute speech with a chance to receive cash scholarship prizes. Winners have opportunities to present their speeches at other city-sponsored events.

Total Amount Requested: $3,000
Total Amount Recommended: $3,000

Timpanogos Chamber Music

Timpanogos Chamber Music is a non-profit organization that plans to sponsor a series of concerts in the upcoming year, at least five of which will be performed in American Fork. The concerts include instrumental and vocal performances with both solo artists and ensembles.

Total Amount Requested: $15,000
Total Amount Recommended: $ 7,000

Wasatch Music Alliance: Programming

The Wasatch Music Alliance features two performing groups; 1) the Wasatch Winds, a concert band; and 2) the Show Band, a jazz band. These two performing groups provide an opportunity for local musicians to continue their involvement in music as well as popular and professional sounding entertainment to American Fork citizens.

Total Amount Requested: $50,000
Total Amount Recommended: $45,000

Attachment: 04.23.24 - PARC Tax Recommendations (FY2023/2024 PARC Tax Allocations)

Requests Not Recommended for Funding This Year

Alpine Community Theater
A request for monies to replace a stolen trailer is not recommended. Partial funding for administrative expenses was felt to be appropriate.

American Fork City: Quail Cove Improvements
A worthy request but the Board felt that funding for this project could be delayed considering available grant funds. This project was not high on the City's priorities.

American Fork City: Nob Hill Playground
There was not sufficient Board support for this project at this time due to available funds.

American Fork City: Easton Dog Park Shade
Although certainly a needed improvement project, there was not sufficient Board support for this project at this time.

American Fork City : Park Amenities
The Board recommends against providing funding for City Park Amenities this year, primarily due to funding levels, competing projects, and a lower priority expressed by the City.

American Fork City: Robinson Park Pavilion Replacement
The Board felt this project could be delayed and that the pavilion could be improved by repairs rather than replacing at this time. The Board also believes it would be best to do this project in conjunction with the proposed Library Patio Expansion, which is not recommended for funding this year (see below).

Daughters of Utah Pioneers Museum Carpeting Replacement:
The PARC Board agreed that this was a good project but felt donations from a local flooring/carpet dealer would be a better source of funding.

Library Signage:
This project sought funding to place PARC funding signs at Library projects. The Board felt that specific funding for PARC recognition signage was not appropriate. Rather, signage should be included in budgets and installed as projects are completed.

Library Patio Expansion:
Low on the priorities list submitted by the City, the Board recommends not funding this project at this time primarily due to lack of funding and priority of other projects.

Harrington Center for the Arts Empowering Youth in the Arts Mentorship:
Lowest on the HCA priority list the Board recommended not funding this project. Focusing on providing mentorships in career-oriented disciplines**,** the low number of youths benefiting did not seem to justify a grant.

Attachment: 04.23.24 - PARC Tax Recommendations (FY2023/2024 PARC Tax Allocations)

Live AF Holiday Magic at the Park:
This project sought funding to help provide the annual Holiday (Christmas) kickoff for the City. The Board felt that the venue (Robinson Park) was not conducive to the expansive activities Live AF wants to provide.

Adaptive Baseball Family Event:
This project, seeking to provide children with disabilities to participate in and learn about baseball, was attractive in concept but the application did not provide information sufficient to convince the Board that it would be successful.

Timpanogos Arts Foundation Americana Arts & Music Festival:
The Board recommended against funding this project in part because of it being lower on TAF's priorities and the lack of PARC funds this year. This decision was discussed in depth with the applicant.

Utah Valley Operafest Romeo et Juliet Production:
The Board in general did not feel this project was appropriate for PARC funding. This was a request for funding a single performance of an opera in American Fork but really didn't provide much community involvement. Attractive in concept, there was not sufficient support from Board members for this project.

Wasatch Contemporary Dance:
The Board recommended against funding this project mainly because of it being a single day performance and applicants have not yet secured a venue. Additionally, involvement of the American Fork Community seemed limited.

Attachment: 04.23.24 - PARC Tax Recommendations (FY2023/2024 PARC Tax Allocations)

PARC TAX RECIPIENT AGREEMENT
Cultural Organization

Contract No. _____

This Agreement is executed this day of , 2023, by and between the City of American Fork, a municipal corporation and political subdivision of the State of Utah, with its principal offices located at 51 East Main Street, American Fork, Utah 84003, (the "City"), and Harrington Center for the Arts, a Utah corporation, with its principal offices located at 50 North Center Street, American Fork, Utah 84003 (the "Recipient").

RECITALS

WHEREAS, Section 59-12-1401(et.seq.) of the Utah Code allows cities to impose a 0.1% sales tax to finance (1) the ongoing operational expenses of specified types of cultural arts organizations, and (2) specified types of publicly owned recreational and cultural facilities; and

WHEREAS, in November, 2014, American Fork City voters voted in favor of imposing the 0.1% sales tax to support cultural arts and recreation in American Fork (the "Parks, Arts, Recreation Culture Tax" or "PARC Tax"); and

WHEREAS, on December 9, 2014, the American Fork City Council enacted the PARC Tax by ordinance, for a term of eight years; and

WHEREAS, the American Fork City Council adopted policies and procedures governing the distribution of PARC Tax revenues, including eligibility requirements, application procedures and award procedures; and

WHEREAS, the Recipient applied for PARC Tax revenues from the City and went through a thorough application review process by the City; and

WHEREAS, on June 20, 2023 the American Fork City Council enacted an ordinance authorizing the distribution of Fiscal Year 2022/2023 ("FY 22/23") PARC Tax revenues to various entities, contingent on the entities entering into a contract with the City governing the distribution and use of the PARC Tax revenues; and

WHEREAS, the American Fork City Council authorized the distribution of some of the FY 22/23 PARC Tax revenues to Recipient; and

WHEREAS, the purpose of this Agreement is to establish the terms for Recipient's receipt and use of FY 22/23 PARC Tax revenues.

NOW, THEREFORE, in consideration of the mutual covenants of the parties as hereinafter set forth, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the City and Recipient mutually agree as follows:

Attachment: PARC Tax agreement - template (FY2023/2024 PARC Tax Allocations)

1. **Term.** The term of this Agreement shall extend through June 30, 2024 (the "Term"). Either party may enforce its rights under this Agreement after the expiration of the Term and/or after termination of the Agreement.

2. **PARC Tax Revenues.** The City agrees to distribute to Recipient _____ of the FY 22/23 PARC Tax revenues (the "Funds") as set forth herein.

2.1. **Payment Time.** The City shall distribute the Funds to Recipient in quarterly distributions as set forth herein.

2.1.1. The first quarterly distribution shall occur within thirty (30) days of the date that both parties sign this Agreement and the City's receipt of the PARC Funding Disbursement Request attached hereto as Exhibit B submitted by Recipient.

2.1.2. Future quarterly distributions shall occur within thirty (30) days of the Recipients submittal and the City's Administrative approval of the PARC Funding Disbursement Request for each quarter, but shall be no sooner than the following for each quarter:

QUARTER	EARLIEST SUBMITTAL	EARLIEST DISTRIBUTION
Q2	September 15, 2023	October 1, 2023
Q3	December 15, 2023	January 1, 2024
Q4	March 15, 2024	April 1, 2024

2.1.3. No Funds shall be distributed unless and until the reporting requirements set forth in Section 5.1 have been satisfied.

2.2. **Interest on Funds.** Recipient agrees that any interest or dividends earned on the Funds received by recipient will be treated as part of Recipient's grant and will be used in the same manner that Funds may be used pursuant to this Agreement. Interest or dividends earned on Funds not distributed to a Recipient shall be retained by City for future distribution.

2.3. **No Transfer or Assignment.** Recipient acknowledges that it shall not transfer or assign the Funds to another entity, but shall use them for the purposes set forth in this Agreement.

2.4. **Future Years.** Recipient acknowledges that future years' PARC Tax revenues will be awarded based on merit and availability of funds. Receipt of PARC Tax Funds for FY 23/24 does not guarantee PARC Tax funding for Recipient in future years.

2.5. **Compliance with Agreement.** Recipient agrees to comply with all requirements of this Agreement.

Attachment: PARC Tax agreement - template (FY2023/2024 PARC Tax Allocations)

3. **Use of PARC Tax Revenues.** Recipient acknowledges that the use of PARC Tax revenues is regulated by State law, City ordinance, and the City's policies and procedures. Recipient agrees to the following regarding Recipient's status and the use of the Funds:

3.1. **Recipient Status.** Recipient makes the following certifications regarding its status and agrees to maintain such status for the entire Term.

3.1.1. **Status as Cultural Organization.** Recipient certifies that it is a private nonprofit organization having as its primary purpose the advancement and preservation of (i) natural history, (ii) art, (iii) music, (iv) theater, (v) dance, or (vi) cultural arts, including literature, a motion picture, or storytelling, and that it will maintain such status for the entire Term. Recipient certifies that it is *not* (a) an agency of the state, (b) a political subdivision of the state, (c) an educational institution whose annual revenues are derived more than 50% from state funds, or (d) a radio or television broadcasting network or station, cable communications system, newspaper or magazine.

3.1.2. **Status as an American Fork Entity.** Recipient certifies that it has a significant presence in the City of American Fork, that it manages and presents in the City of American Fork, and that it will maintain such status for the entire Term.

3.1.3. **Status as Non-profit.** Recipient certifies that it is a private non-profit entity, and that it will retain such status for the entire Term. For purposes of this Agreement, "non-profit" shall mean an organization or corporation that is not organized, created, operated or maintained to generate a profit or distribute income to its members, directors, or officers.

3.2. **Use of Funds.** Recipient agrees to the following regarding its use of the Funds:

3.2.1. **Allowed Use of Funds.** Recipient agrees to use the Funds for the specific purposes, programs and activities set forth on Exhibit "A", which is attached hereto and incorporated herein by reference. No other uses of the Funds are allowed, unless the Recipient receives prior written approval from the City. Recipient shall use the Funds during the Term.

3.2.2. **General Legal Requirements for Use of Funds.** Recipient acknowledges that State law, City ordinance, and City policies govern the use of PARC Tax revenues. Without expanding Recipient's allowed uses of the Funds set forth in Section 3.2.1, Recipient agrees that it will comply with the following general requirements regarding the use of the Funds:

3.2.2.1. **Qualifying Expenditures.** Recipient agrees that the Funds will be used to help defray Recipient's operating expenses during the Term.

3.2.2.2. **Non-qualifying Expenditures.** Recipient agrees that none of the Funds shall be used for any of the following purposes:

Attachment: PARC Tax agreement - template (FY2023/2024 PARC Tax Allocations)

3.2.2.2.1. **Capital Construction Costs.** Capital construction expenses, including capital acquisition, improvements to real property or depreciation of real property;

3.2.2.2.2. **Endowment.** Payments into an endowment corpus;

3.2.2.2.3. **Non-American Fork.** Expenditures for programs conducted outside of the City of American Fork;

3.2.2.2.4. **Non-Public.** Activities not available to the general public;

3.2.2.2.5. **Fundraising.** Fundraising expenses related to capital or endowment campaigns;

3.2.2.2.6. **Loan Payments.** Repayments of loans and/or interest thereon;

3.2.2.2.7. **Lobbying.** Expenditures for direct political lobbying on any level;

3.2.2.2.8. **Grants.** Grants, meaning the distribution of funds to outside groups, institutions, organizations or other units;

3.2.2.2.9. **Bad Debt.** Bad debt expense;

3.2.2.2.10 **Tax Penalties.** Any type of tax penalty;

3.2.2.2.11 **Unrelated Business Income Tax.** Any activities that would be subject to the federal unrelated business income tax;

3.2.2.2.12 **Other Expenses.** Other expenses not related to Recipient's primary cultural purpose and any expenses not listed on Exhibit "A" unless approved by the City in writing.

3.2.3. **Ethics Act.** Recipient agrees that no Funds or proceeds from the Funds shall be made available to any employee, elected official or appointed officer of the City, and that the Funds will not be used in violation of the Municipal Officers' and Employees' Ethics Act (U.C.A. §10-3-1301, et. seq.).

4. **Credit to PARC Program.** To help American Fork residents recognize how PARC Tax revenues are being spent, Recipient agrees to provide credit to the PARC Program as follows:

4.1. **PARC Logo.** Recipient shall use its best efforts to utilize and incorporate the PARC logo in a size and manner that is easily identified on all brochures, Playbills, billboard advertisement, event and project signage, or other public relations materials.

4.2. **Size of PARC Logo.** Recipient will use its best efforts to utilize the PARC logo in a size and manner that is easily identified.

Attachment: PARC Tax agreement - template (FY2023/2024 PARC Tax Allocations)

4.3. **Copy of Programs to City.** The Recipient shall provide the City with a copy of all programs and other printed materials in which the Recipient acknowledges the use of PARC Tax funding. Recipient shall provide the programs and other printed materials to the City with the written reports described in Section 5.1.

4.4. **Copy of Press Releases to City.** The Recipient shall provide the City with a copy of all press releases and other public relations materials in which Recipient acknowledges the use of PARC Tax funding. Recipient shall provide the press releases and other public relations materials to the City with the written reports described in Section 5.1.

5. **Reporting/Audit Requirements.**

5.1. **Quarterly Reports.** Recipient shall submit to the City a quarterly summary detailing how it has expended the funds received in the prior quarter, or, if all monies have not been spent, how it intends to expend the Funds during the forthcoming quarter. Said reports shall be provided prior to each quarterly distribution. Additionally, Recipient shall comply with any requested audit consistent with Section 5.2.

5.2 **Right to Audit.** The City reserves the right to require the Recipient to submit to an informal or formal audit by the City or an auditor designated by the City. The Recipient shall provide access to all of its records related directly or indirectly to the funds received pursuant to this Agreement. Recipient shall retain all records pertaining to this Agreement and upon request make them available to the City for five (5) calendar years following the expiration of this Agreement. If an audit inspection or examination pursuant to this section discloses a use of funds in violation of the terms of this Agreement, Recipient shall reimburse to the City said funds and pay the reasonable, actual costs related to the audit.

5.3. **Annual Written Reports.** Recipient shall submit to the City a written report (the "Written Report") detailing how it has expended Funds including submission of receipts supporting the detailed expenditures. Or, if all monies have not been spent prior to May 1, 2024, how it intends to expend the Funds during the Term. The Recipient shall submit the Written Report on or before May 15, 2024. Further, Recipient agrees to appear and provide supplemental reporting to City Council, including financial documents, at any time upon request of City Council.

5.4. **Effect on Future Funding.** Recipient acknowledges that future PARC funding may be withheld from Recipient due to inadequate, incomplete, or non-submitted reports.

5.5. **Presentation to City Council.** If requested by the City Council, Recipient agrees to make a presentation to the City Council regarding how Recipient used the Funds and how American Fork residents benefitted from Recipient's use of the Funds.

5.6. **Records.** The Recipient agrees to keep and maintain detailed and accurate records of its use of all Funds that it receives pursuant to this Agreement and its compliance

Attachment: PARC Tax agreement - template (FY2023/2024 PARC Tax Allocations)

with the requirements of this Agreement. Recipient further agrees to retain such records and to make them available for review by the City or the City's representatives as the City may request. Recipient shall provide the City with copies of any records regarding Recipient's use of the Funds and Recipient's compliance with this Agreement, if requested by the City. Recipient shall maintain all records related to its use of the Funds and its compliance with this Agreement for at least five (5) years from the end of the Term. To the extent that any of the records become records of the City, Recipient acknowledges that the records will be subject to the requirements of the Utah Government Records Access and Management Act (GRAMA). If the records reveal that Recipient is in violation of this Agreement, the City may make such use and disclosure of the records as necessary to protect its rights under this Agreement and to protect the public's interest in the proper expenditure of public funds.

6. **Termination of Agreement.** Either party may terminate this Agreement based on the other party's failure to perform the terms of the Agreement. (Recipient may terminate for non-payment by the City and the City may terminate for Recipient's failure to comply with any of the requirements of this Agreement.) Termination shall occur as follows:

   6.1. **Written Notice.** The terminating party shall give the other party written notice of its intent to terminate and of the grounds for the termination (the "Notice of Default"). The terminating party shall deliver the Notice of Default by United States mail, postage prepaid and registered or certified with return receipt requested, or by delivery by a nationally recognized over-night delivery service.

   6.2. **Cure.** Following receipt of the Notice of Default, the noticed party shall have thirty (30) days to cure the default described in the Notice of Default. If the noticed party cures the default to the satisfaction of the terminating party, then the parties shall continue performing under this Agreement.

   6.3. **Termination.** If the noticed party fails to cure the default as described in paragraph 6.2, then the terminating party may, without prejudice to any other rights or remedies of that party, terminate this Agreement.

   6.4. **Unspent Funds.** If the City terminates this Agreement based on Recipient's failure to comply with any of the terms of the Agreement, Recipient shall immediately deliver to the City any unused or unspent Funds, including interest or dividends earned on the Funds. Recipient shall also, if applicable, return expended funds to the City pursuant to Section 7 of this Agreement.

7. **Return of Funds.** At the conclusion of the Term, Recipient shall return to the City (1) the dollar amount of any Funds not used as required by this Agreement, (2) the dollar amount of any Funds used contrary to the requirements of this Agreement, and (3) the dollar amount of any Funds expended after Recipient failed to meet any of the Recipient Status requirements listed in Section 3 of this Agreement. If Recipient is required to return Funds to the City, the Recipient shall also return to the City any interest or dividends earned on the Funds. The

Attachment: PARC Tax agreement - template (FY2023/2024 PARC Tax Allocations)

City may request a return of Funds at any time, including after expiration of the Term or termination of the Agreement. The City's right to a return of Funds is in addition to other rights and remedies that may be available to the City under law, equity, or this Agreement.

8. **Indemnification**. The Recipient shall indemnify and hold the City and its officers, officials, employees, agents and volunteers harmless from and against all claims, damages, losses and expenses (including attorney's fees), arising out of or resulting from the Recipient's acts or failures to act in performing this Agreement. The Recipient shall not be liable for the City's own negligent acts.

9. **General Provisions**.

9.1. **Lawful Agreement.** The parties represent that they have lawfully entered into this Agreement, having complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to their operation.

9.2. **Entire Agreement.** This Agreement represents the entire agreement of the parties and supersedes and replaces all prior understandings and agreements of the parties, whether written or oral, related to the use of City funds or PARC tax revenues to support Recipient's operations or activities.

9.3. **Utah Law.** This Agreement shall be interpreted pursuant to Utah law.

9.4. **Time of Essence.** Time shall be of the essence of this Agreement.

9.5. **Attorney's Fees.** If any party retains, uses or consults an attorney because of the default, breach or failure to perform of any other party to the Agreement, or to enforce or defend its rights under this Agreement, then the non-breaching or non-defaulting party shall be entitled to a reasonable attorney's fee, whether or not the matter is actually litigated.

9.6. **Interpretation of Agreement.** Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include any other and all genders. The paragraph and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

9.7. **No Presumption.** All parties have participated in preparing this Agreement. Therefore, the parties stipulate that any Court interpreting or construing the Agreement shall not apply the rule of construction that the Agreement should be more strictly construed against the drafting party.

9.8. **Amendments.** This Agreement may be modified or amended by written agreement only. No oral modifications or amendments shall be effective.

9.9. **No Assignment.** No party shall pledge or assign this Agreement without the prior written consent of the other party.

Attachment: PARC Tax agreement - template (FY2023/2024 PARC Tax Allocations)

9.10. **Binding Agreement.** This Agreement shall be binding on the heirs, successors, administrators and assigns of each of the parties.

9.11. **Separate Entities.** The parties acknowledge that the City and Recipient are independent entities. Recipient does not represent the City or have authority to act on behalf of the City. Neither party shall hold itself out as a representative or agent of the other.

SIGNED and ENTERED INTO this day of , 2023.

CITY OF AMERICAN FORK

_____
By: David Bunker, City Administrator

ATTEST:

_____
Terilyn Lurker, City Recorder

RECIPIENT ENTITY

_____
By:
Its:

STATE OF UTAH)
:ss
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this day of , 2022, by _ __ __ .

_____
NOTARY PUBLIC

(Seal)
My commission expires:
Residing at: __

Attachment: PARC Tax agreement - template (FY2023/2024 PARC Tax Allocations)

EXHIBIT A

Recipient Entity

PURPOSE	FUNDS AWARDED

Attachment: PARC Tax agreement - template (FY2023/2024 PARC Tax Allocations)

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
MAY 14, 2024

Department Finance **Director Approval** *Anna Montoya*

AGENDA ITEM Review and action on acceptance of the city's fiscal year ending June 30, 2025 Tentative Budget.

SUMMARY RECOMMENDATION
The City Administrator and Finance Director would recommend approval of the tentative budget.

BACKGROUND
American Fork City is required to adopt a tentative budget at the first Council meeting in May. This is a tentative budget and subject to change. Approval of the tentative budget will set the public hearing for the fiscal year 2025 budget to be approved on June 11, 2024.

BUDGET IMPACT
Budget impacts are detailed in the Fiscal Year 2024-2025 Proposed Budget, available on the City's website www.americanfork.gov/finance

SUGGESTED MOTION
I move to approve the fiscal year ending June 30, 2025 Proposed Budget and set the public hearing for the final fiscal year ending June 30, 2025 budget for Tuesday, June 11, 2024 at 7:00PM.

SUPPORTING DOCUMENTS

FY2025 Proposed Budget (PDF)

ANNUAL BUDGET

American Fork City, Utah

Fiscal Year 2024-2025



Proposed Budget

Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

American Fork City, Utah

Proposed Budget

Fiscal Year 2024-2025

Prepared by:
American Fork City Administration
51 E Main St
American Fork, UT 84003-2381
www.americanfork.gov
Phone: (801) 763-3000
amontoya@americanfork.gov

Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

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Elected Officials and Leadership Team



Mayor
Brad Frost



Councilmember
Staci Carroll



Councilmember
Tim Holley



Councilmember
Ryan Hunter



Councilmember
Ernie John



Councilmember
Clark Taylor

APPOINTED OFFICIALS

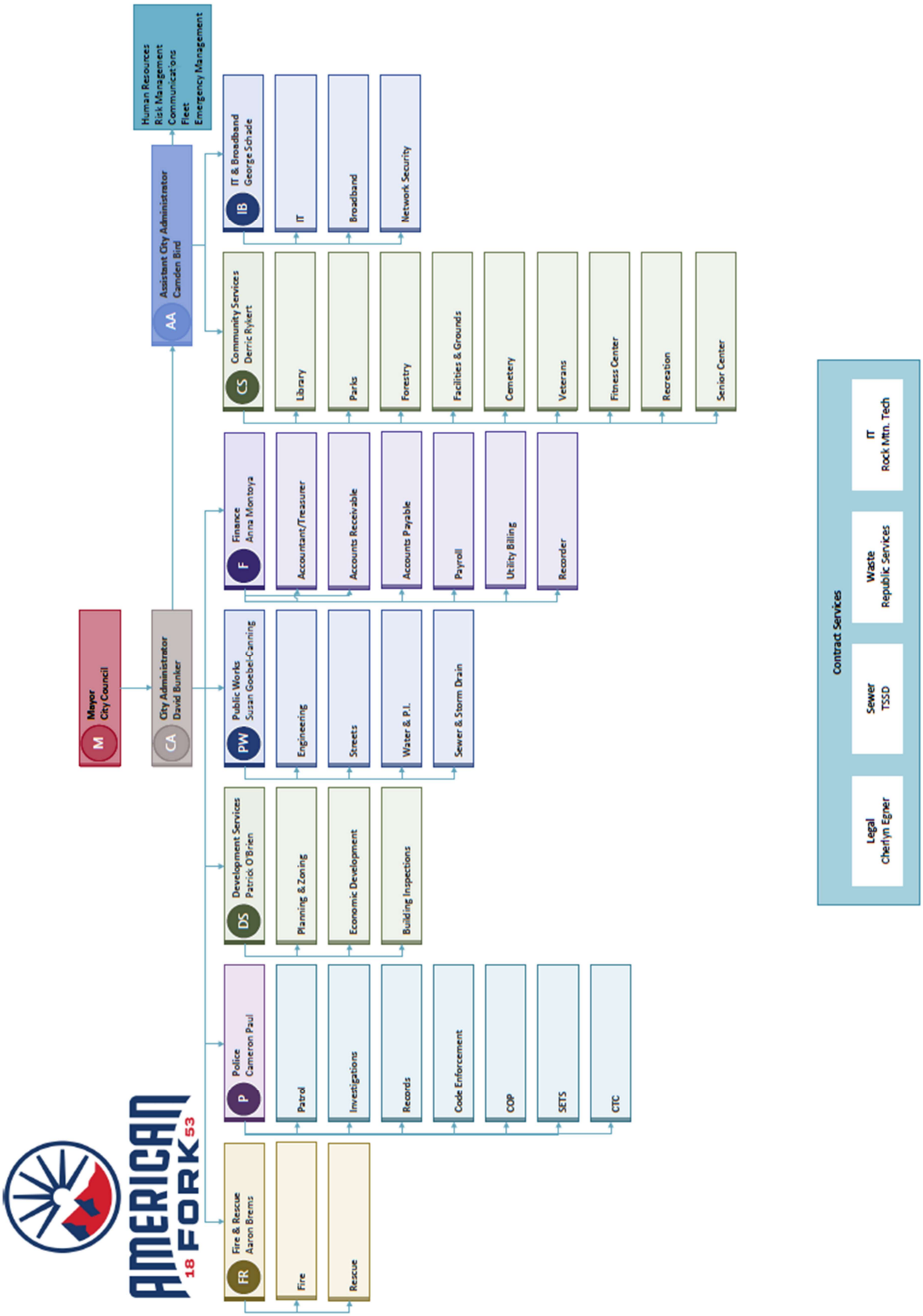
City Administrator ..... David Bunker
City Recorder ..... Terilyn Lurker
Interim City Treasurer ..... Amanda Durrant

DEPARTMENT DIRECTORS

Assistant City Administrator ..... Camden Bird
Police Chief ..... Cameron Paul
Fire Chief ..... Aaron Brems
City Attorney (Contract) ..... Cherylyn Egner
Public Works Director ..... Sam Kelly
Finance Director ..... Anna Montoya
Development Services Director ..... Patrick O'Brien
Community Services Director ..... Derric Rykert
Broadband & Technology Director ..... George Schade

Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

City-Wide Organizational Chart



Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

Fund Balances

GOVERNMENTAL FUNDS

Fund	Available Fund Balance 2022-23	Estimated Fund Balance 2023-24	Estimated Revenues 2024-25	Proposed Expenditures 2024-25	Net Transfers 2024-25	Increase (Decrease) 2024-25	Estimated Fund Balance 2024-25
General Fund	**$ 12,987,727**	**$ 13,288,048**	**$ 36,043,588**	**$ 34,181,498**	**$ (1,862,090)**	**$ -**	**$ 13,288,048**
Special Revenue Funds							
Municipal Building Authority	786	736	-	100	-	(100)	636
Fitness Center	-	-	2,064,650	2,942,636	877,986	-	-
PARC Tax	235,299	677,054	1,565,000	1,873,250	(77,500)	(385,750)	291,304
Celebration	-	-	-	35,000	35,000	-	-
Downtown Redevelopment	101,018	105,199	500	80,699	-	(80,199)	25,000
RDA - West Side	17,671	17,671	-	-	-	-	17,671
RDA - East Side	206,417	286,408	51,000	51,000	-	-	286,408
RDA - Business Park	3,047,967	3,569,613	380,000	380,000	-	-	3,569,613
EDA - Egg Farm	2,673,418	3,383,533	1,010,000	4,193,533	(200,000)	(3,383,533)	-
CRA - Patriot Station TOD	31,019,091	28,587,668	1,803,329	28,015,686	-	(26,212,357)	2,375,311
CRA - Main Street	(13,007)	(13,007)	-	-	-	-	(13,007)
Total Special Revenue Funds	**37,288,660**	**36,614,875**	**6,874,479**	**37,571,904**	**635,486**	**(30,061,939)**	**6,552,936**
Debt Service Fund	**366,611**	**368,111**	**936,138**	**1,052,473**	**117,835**	**1,500**	**369,611**
Capital Projects Funds							
General Capital Projects	24,574,833	17,597,350	7,348,025	10,494,259	881,235	(2,264,999)	15,332,351
Roads Capital Projects	-	-	4,800,488	4,826,488	26,000	-	-
Bond Capital Projects	715,469	23,338	-	-	-	-	23,338
Capital Projects - Equipment	80,895	80,895	-	482,776	482,776	-	80,895
Meadows Special Improvement District	66,619	66,619	-	-	-	-	66,619
Park Impact Fees	16,522,871	17,828,967	2,142,000	941,937	(117,835)	1,082,228	18,911,195
Road Impact Fees	8,004,954	6,953,279	3,274,750	8,705,111	-	(5,430,361)	1,522,918
Fire Impact Fees	1,993,465	204,733	260,000	60,000	(631,389)	(431,389)	(226,656)
Police Impact Fees	2,389,343	1,915,206	110,000	300,000	(163,139)	(353,139)	1,562,067
Total Capital Project Funds	**54,348,449**	**44,670,387**	**17,935,263**	**25,810,571**	**477,648**	**(7,397,660)**	**37,272,727**
Permanent Fund							
Perpetual Care Fund	1,088,658	1,213,036	68,000	-	-	68,000	1,281,036
Total Permanent Fund	**1,088,658**	**1,213,036**	**68,000**	**-**	**-**	**68,000**	**1,281,036**
TOTAL GOVERNMENTAL FUNDS	**$ 106,080,105**	**$ 96,154,457**	**$ 61,857,468**	**$ 98,616,446**	**$ (631,121)**	**$ (37,390,099)**	**$ 58,764,358**

Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

Fund Balances

ENTERPRISE FUNDS

Fund	Available Fund Balance 2022-23	Estimated Fund Balance 2023-24	Estimated Revenues 2024-25	Proposed Expenditures 2024-25	Net Transfers 2024-25	Increase (Decrease) 2024-25	Estimated Fund Balance 2024-25
Enterprise Funds							
Culinary Water	$ 16,500,830	$ 6,713,735	$ 7,029,000	$ 13,834,826	$ 797,413	$ (6,008,413)	$ 705,322
Culinary Water Impact Fees	4,782,749	5,472,935	820,000	1,716,068	(597,413)	(1,493,481)	3,979,454
Secondary Irrigation	8,195,708	6,924,887	3,254,000	5,964,445	-	(2,710,445)	4,214,442
Secondary Irrigation Impact Fees	(10,254,824)	(9,956,166)	600,000	1,332,540	-	(732,540)	(10,688,706)
Sewer	16,800,896	19,839,787	9,355,750	9,293,277	-	62,473	19,902,260
Sewer Impact Fees	2,435,822	3,110,084	335,000	639,839	-	(304,839)	2,805,245
Storm Drain	4,382,300	1,785,508	2,529,500	4,221,525	-	(1,692,025)	93,483
Storm Drain Impact Fees	1,085,689	39,600	410,000	301,603	-	108,397	147,997
Sanitation and Recycling	363,102	572,107	2,339,000	2,302,613	-	36,387	608,494
Broadband	(1,837,389)	(1,766,157)	224,551	443,782	219,231	-	(1,766,157)
Total Enterprise Funds	**42,454,883**	**32,736,320**	**26,896,801**	**40,050,518**	**419,231**	**(12,734,486)**	**20,001,834**
Internal Service Funds							
Fleet Operations & Maintenance	(34,760)	-	596,000	596,000	-	-	-
Fleet Capital	737,539	737,539	1,218,556	1,430,446	211,890	-	737,539
Information Technology	525,268	532,085	298,216	598,216	-	(300,000)	232,085
Total Internal Service Funds	**1,228,047**	**1,269,624**	**2,112,772**	**2,624,662**	**211,890**	**(300,000)**	**969,624**
TOTAL ENTERPRISE FUNDS	**$ 43,682,930**	**$ 34,005,944**	**$ 29,009,573**	**$ 42,675,180**	**$ 631,121**	**$ (13,034,486)**	**$ 20,971,458**
TOTAL CITY-WIDE	**$ 149,763,035**	**$ 130,160,401**	**$ 90,867,041**	**$ 141,291,626**	**$ -**	**$ (50,424,585)**	**$ 79,735,816**

Combined Revenue Summary - All Funds

BY FUND

Fund	Actual 2022-23	Estimated 2023-24	Approved 2023-24	Proposed 2024-25
REVENUES (Excludes Transfers)				
General Fund	**$ 36,470,917**	**$ 37,325,071**	**$ 32,605,895**	**$ 36,043,588**
Special Revenue Funds				
Fitness Center	2,105,908	2,143,627	1,957,200	2,064,650
PARC Tax	1,688,907	1,744,305	1,453,500	1,565,000
Celebration	10,782	19,311	2,500	-
Downtown Redevelopment	4,283	4,181	500	500
RDA - East Side	57,254	79,991	45,081	51,000
RDA - Business Park	365,282	521,646	350,943	380,000
EDA - Egg Farm	1,034,703	1,053,006	788,008	1,010,000
CRA - Patriot Station TOD	32,708,335	2,603,393	2,011,539	1,803,329
Total Special Revenue Funds	**37,975,454**	**8,169,460**	**6,609,271**	**6,874,479**
Debt Service Fund	**953,161**	**933,888**	**933,888**	**936,138**
Capital Projects Funds				
General Capital Projects	5,618,420	5,781,306	11,344,487	7,348,025
Roads Capital Projects	-	-	-	4,800,488
Bond Capital Projects	28,378	24,675	-	-
Capital Projects - Equipment	277,634	43,478	-	-
Park Impact Fees	3,046,196	1,446,519	3,122,000	2,142,000
Road Impact Fees	3,320,403	1,512,442	3,850,000	3,274,750
Fire Impact Fees	489,033	287,078	357,500	260,000
Police Impact Fees	360,678	249,238	270,000	110,000
Total Capital Project Funds	**13,140,742**	**9,344,736**	**18,943,987**	**17,935,263**
Permanent Fund				
Perpetual Care Fund	116,860	126,378	60,500	68,000
Total Permanent Fund	**116,860**	**126,378**	**60,500**	**68,000**
Enterprise Funds				
Culinary Water	8,779,791	9,690,892	6,817,000	7,029,000
Culinary Water Impact Fees	1,384,717	1,445,729	1,020,000	820,000
Secondary Irrigation	6,964,832	10,117,556	9,727,500	3,254,000
Secondary Irrigation Impact Fees	3,857,689	432,351	3,750,000	600,000
Sewer	7,948,983	9,078,620	6,685,250	9,355,750
Sewer Impact Fees	495,630	786,045	415,000	335,000
Storm Drain	2,453,375	2,715,646	2,550,000	2,529,500
Storm Drain Impact Fees	311,411	311,191	507,500	410,000
Sanitation and Recycling	1,901,949	2,415,533	2,174,484	2,339,000
Broadband	215,209	212,750	198,458	224,551
Total Enterprise Funds	**34,313,586**	**37,206,313**	**33,845,192**	**26,896,801**
Internal Service Funds				
Fleet Operations & Maintenance	504,322	766,648	544,900	596,000
Fleet Capital	1,176,538	1,106,661	838,298	1,218,556
Information Technology	763,106	386,204	372,513	298,216
Total Internal Service Funds	**2,443,966**	**2,259,513**	**1,755,711**	**2,112,772**
TOTAL REVENUES	**$ 125,414,686**	**$ 95,365,359**	**$ 94,754,444**	**$ 90,867,041**

Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

Combined Revenue Summary - All Funds

BY TYPE

Category Type	Actual 2022-23	Estimated 2023-24	Approved 2023-24	Proposed 2024-25
REVENUES (Excludes Transfers)				
Property Taxes	$ 7,831,291	$ 8,289,899	$ 7,628,273	$ 8,474,510
Property Taxes-Increment	1,278,271	3,994,272	2,854,571	2,703,329
Sales Taxes	16,801,245	17,561,455	15,233,921	15,910,000
Other Taxes	3,264,647	3,222,311	2,520,000	2,915,000
Licenses & Permits	1,930,213	1,507,705	1,145,000	1,222,000
Intergovernmental	7,649,585	9,368,016	18,396,374	12,732,263
Charges for Services	31,124,926	33,607,879	31,442,760	35,501,498
Impact Fees	9,449,702	5,093,737	8,250,000	5,470,000
Fines & Forfeitures	355,961	296,656	340,000	330,000
Miscellaneous	1,031,543	774,444	320,000	642,500
Proceeds from Debt	31,736,067	-	-	-
Developer Contributions	2,247,641	2,750,000	-	300,000
Administrative Charges	2,528,852	2,350,562	1,854,169	2,217,323
Use of Money & Property	8,184,742	6,548,423	4,769,376	2,448,618
TOTAL REVENUES	**$ 125,414,686**	**$ 95,365,359**	**$ 94,754,444**	**$ 90,867,041**

Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

Combined Expenditure Summary - All Funds

Fund	Actual 2022-23	Estimated 2023-24	Approved 2023-24	Proposed 2024-25
EXPENDITURES (Excludes Transfers)				
General Fund	**$ 28,740,320**	**$ 30,655,779**	**$ 30,573,156**	**$ 34,181,498**
Special Revenue Funds				
Municipal Building Authority	10	50	100	100
Fitness Center	2,917,210	2,865,307	2,713,400	2,942,636
PARC Tax	1,843,638	1,265,550	1,640,145	1,873,250
Celebration	38,042	48,127	30,000	35,000
Downtown Redevelopment	-	-	101,509	80,699
RDA - East Side	-	-	45,081	51,000
RDA - Business Park	-	-	350,943	380,000
EDA - Egg Farm	383,561	124,884	2,558,652	4,193,533
CRA - Patriot Station TOD	2,457,097	5,034,816	30,701,089	28,015,686
Total Special Revenue Funds	**7,639,558**	**9,338,734**	**38,140,919**	**37,571,904**
Debt Service Fund	**1,053,452**	**1,052,535**	**1,052,535**	**1,052,473**
Capital Projects Funds				
General Capital Projects	1,905,960	18,155,066	32,196,144	10,494,259
Roads Capital Projects	-	-	-	4,826,488
Bond Capital Projects	6,673,597	2,723,280	3,628,512	-
Capital Projects - Equipment	1,152,717	636,527	621,396	482,776
Park Impact Fees	1,105,427	20,276	677,282	941,937
Road Impact Fees	3,284,323	2,564,117	7,815,703	8,705,111
Fire Impact Fees	-	-	2,000,000	60,000
Police Impact Fees	100	-	465,000	300,000
Total Capital Project Funds	**14,122,124**	**24,099,266**	**47,404,037**	**25,810,571**
Enterprise Funds				
Culinary Water	3,947,025	20,316,187	18,452,392	13,834,826
Culinary Water Impact Fees	247,856	19,721	517,009	1,716,068
Secondary Irrigation	3,221,877	11,488,199	12,005,391	5,964,445
Secondary Irrigation Impact Fees	85,493	33,871	3,332,120	1,332,540
Sewer	4,871,147	6,039,729	7,848,927	9,293,277
Sewer Impact Fees	233,122	11,961	740,881	639,839
Storm Drain	1,524,548	5,412,260	4,951,567	4,221,525
Storm Drain Impact Fees	228,885	1,257,458	1,514,321	301,603
Sanitation and Recycling	1,936,967	2,206,528	2,140,350	2,302,613
Broadband	545,173	405,072	433,177	443,782
Total Enterprise Funds	**16,842,093**	**47,190,986**	**51,936,135**	**40,050,518**
Internal Service Funds				
Fleet Operations & Maintenance	549,071	731,888	544,900	596,000
Fleet Capital	1,019,640	1,318,984	1,441,167	1,430,446
Information Technology	713,713	379,387	722,513	598,216
Total Internal Service Funds	**2,282,424**	**2,430,259**	**2,708,580**	**2,624,662**
TOTAL EXPENDITURES	**$ 70,679,971**	**$ 114,767,559**	**$ 171,815,362**	**$ 141,291,626**

Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

Combined Expenditure Summary - All Funds

BY TYPE

Category Type	Actual 2022-23	Estimated 2023-24	Approved 2023-24	Proposed 2024-25
EXPENDITURES (Excludes Transfers)				
Personnel	$ 23,468,652	$ 24,675,618	$ 25,920,026	$ 28,111,769
Operations	26,052,026	26,283,631	26,737,524	30,644,938
Capital	16,600,076	56,590,740	111,895,686	75,402,660
Debt Service	4,559,217	7,217,570	7,262,126	7,132,259
TOTAL EXPENDITURES	**$ 70,679,971**	**$ 114,767,559**	**$ 171,815,362**	**$ 141,291,626**

Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

Full-time Equivalent Summary

DEPARTMENT STAFFING

Full-time Equivalent Positions	FTE 2022-23	FTE 2022-23	Proposed 2024-25	Increase 2024-25
GENERAL FUND				
Executive	0.50	0.50	0.50	-
Legislative	2.50	2.50	2.50	-
Adminstration	14.80	15.05	15.40	0.35
Community Services	1.25	2.00	2.00	-
Parks and Boat Harbor	14.66	14.16	15.66	1.50
Tree Maintenance	0.25	0.70	0.70	-
Cemetery	5.18	5.18	5.18	-
Building Maintenance	4.00	4.00	4.00	-
Library	13.97	13.97	13.97	-
Recreation	8.69	8.53	8.53	-
Senior Center	5.00	5.00	5.25	0.25
Police	67.22	68.22	69.22	1.00
Fire and Rescue	56.94	57.94	59.19	1.25
Public Works Administration	3.00	3.00	2.00	(1.00)
Streets	7.83	7.83	7.83	-
Engineering	10.00	7.00	8.00	1.00
Public Infrastructure	-	3.00	3.00	-
Planning	2.45	2.45	2.45	-
Building Inspection	9.55	9.55	10.55	1.00
Total General Fund	227.79	230.58	235.93	5.35
SPECIAL REVENUE FUNDS				
Fitness Center	40.22	40.47	40.72	0.25
ENTERPRISE FUNDS				
Culinary Water	7.10	7.35	7.35	-
Secondary Irrigation	3.90	3.90	3.90	-
Sewer	4.00	4.00	3.75	(0.25)
Storm Drain	4.50	4.50	4.75	0.25
Broadband	2.00	2.00	2.00	-
Total Enterprise Funds	21.50	21.75	21.75	-
TOTAL FTE POSITIONS	**289.51**	**292.80**	**298.40**	**5.60**

Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

Full-time Equivalent Summary

STAFFING NOTES

Staffing Additions:

1) Administration - Full-time communications specialist in lieu of one part-time position.
2) Parks - Additional 1.5 FTE part-time seasonal laborers
3) Senior Center - Add 1.0 FTE full-time administrative assistant in lieu of 0.5 FTE part time position (allocated 75% to Senior Center and 25% to Fitness Center)
4) Police - Additional 2.0 FTE full-time officers less 1.0 FTE community social worker
5) Fire - Additional 1.25 FTE of part-time firefighters to backfill overtime
6) Engineering - Add 1.0 FTE full-time GIS technician
7) Fitness Center - Add 1.0 FTE full-time administrative assistant in lieu of 0.5 FTE part time position (allocated 75% to Senior Center and 25% to Fitness Center)

Staffing Reallocations:

8) Building Inspection - Reclassify 1.0 FTE full-time administrative assistant from Public Works Adminsitration
9) Storm Drain - Reallocate 0.25 FTE full-time public works technician from Sewer Fund

Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

General Fund Summary

Description	Actual 2022-23	Estimated 2023-24	Approved 2023-24	Proposed 2024-25
REVENUES				
Taxes	$ 22,635,947	$ 24,076,725	$ 21,301,806	$ 22,616,872
Licenses & Permits	1,930,213	1,507,705	1,145,000	1,222,000
Grants & Intergovernmental	790,687	420,856	189,000	353,000
Charges for Services	8,542,489	8,974,625	8,900,326	10,017,598
Fines & Forfeitures	355,961	296,656	340,000	330,000
Miscellaneous	838,860	635,334	70,000	592,500
Use of Money & Property	1,376,760	1,413,170	659,763	911,618
Transfers In	37,617	54,807	54,807	77,500
TOTAL REVENUES	**$ 36,508,534**	**$ 37,379,878**	**$ 32,660,702**	**$ 36,121,088**
EXPENDITURES				
General Services	$ 2,560,605	$ 2,921,029	$ 3,064,958	$ 3,223,254
Community Services	5,121,021	5,465,749	5,364,566	5,851,015
Public Safety	15,444,754	16,779,085	16,373,370	17,797,177
Public Works	4,218,597	3,968,784	4,050,775	5,241,172
Development Services	1,395,343	1,521,132	1,719,487	2,068,880
Transfers Out	6,973,056	6,423,778	2,087,546	1,939,590
TOTAL EXPENDITURES	**$ 35,713,376**	**$ 37,079,557**	**$ 32,660,702**	**$ 36,121,088**
General Fund Net Revenue	795,158	300,321	-	-
Beginning Fund Balance	12,192,569	12,987,727	12,987,727	13,288,048
Ending Fund Balance	**$ 12,987,727**	**$ 13,288,048**	**$ 12,987,727**	**13,288,048**

Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

General Fund Expenditure Summary

BY FUNCTION AND DEPARTMENT

Description	Actual 2022-23	Estimated 2023-24	Approved 2023-24	Adopted 2024-25
EXPENDITURES				
General Services				
Executive	$ 52,919	$ 54,074	$ 57,884	$ 57,684
Legislative	181,875	210,275	198,122	181,848
Legal	469,964	496,030	534,000	546,159
Administration	1,855,847	2,160,650	2,274,952	2,437,563
Total General Services	**2,560,605**	**2,921,029**	**3,064,958**	**3,223,254**
Community Services				
Community Services Administration	187,155	233,973	262,509	305,722
Parks & Boat Harbor	1,036,205	1,168,852	1,168,084	1,306,014
Tree Maintenance	218,977	251,084	245,041	245,312
Cemetery	491,599	464,520	485,081	595,498
Building Maintenance	1,139,798	1,266,659	1,181,160	1,262,225
Library & Literacy Center	1,190,548	1,217,045	1,187,577	1,215,043
Recreation	716,158	711,013	695,261	718,851
Senior Center	137,427	144,103	127,853	190,350
Citizens Committees	3,154	8,500	12,000	12,000
Total Community Services	**5,121,021**	**5,465,749**	**5,364,566**	**5,851,015**
Public Safety				
Police	8,646,413	9,246,615	9,230,510	9,806,826
Fire	6,798,341	7,532,470	7,142,860	7,990,351
Total Public Safety	**15,444,754**	**16,779,085**	**16,373,370**	**17,797,177**
Public Works				
Public Works Administration	340,240	277,977	413,559	313,283
Streets	2,415,680	2,347,467	2,015,421	2,966,891
Engineering	1,462,677	979,374	1,112,784	1,353,901
Public Infrasructure	-	363,966	509,011	607,097
Total Public Works	**4,218,597**	**3,968,784**	**4,050,775**	**5,241,172**
Development Services				
Planning	280,167	313,718	488,260	646,129
Building Inspection	1,115,176	1,207,414	1,231,227	1,422,751
Total Development Services	**1,395,343**	**1,521,132**	**1,719,487**	**2,068,880**
Total Departmental Expenditures	**28,740,320**	**30,655,779**	**30,573,156**	**34,181,498**

Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

General Fund Expenditure Summary

BY FUNCTION AND DEPARTMENT

Description	Actual 2022-23	Estimated 2023-24	Approved 2023-24	Proposed 2024-25
EXPENDITURES				
Transfers Out				
Transfer to Fitness Center Fund	1,121,728	928,294	925,400	1,041,986
Transfer to Celebration Fund	27,260	28,816	27,500	35,000
Transfer to Capital Projects Fund	2,331,736	4,634,275	382,650	184,597
Transfer to Roads Capital Projects Fund	-	-	-	26,000
Transfer to Capital Equipment	855,195	568,839	495,618	432,776
Transfer to Broadband Fund	246,699	241,895	234,719	197,042
Fund Balance Contribution to Broadband	104,773	21,659	21,659	22,189
Transfer to Fleet Maintenance Fund	-	-	-	-
Transfer to Fleet Capital Fund	276,344	-	-	-
Transfer to Patriot Station CRA	2,009,321	-	-	-
Total Transfers Out	**6,973,056**	**6,423,778**	**2,087,546**	**1,939,590**
TOTAL EXPENDITURES	**$ 35,713,376**	**$ 37,079,557**	**$ 32,660,702**	**$ 36,121,088**

BY TYPE

Description	Actual 2022-23	Estimated 2023-24	Approved 2023-24	Proposed 2024-25
EXPENDITURES				
Personnel	19,692,755	21,044,860	21,953,099	23,962,918
Operations	8,390,697	9,110,919	8,620,057	9,718,580
Capital	656,868	500,000	-	500,000
Transfers Out	6,973,056	6,423,778	2,087,546	1,939,590
TOTAL EXPENDITURES	**$ 35,713,376**	**$ 37,079,557**	**$ 32,660,702**	**$ 36,121,088**

Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

General Fund Revenue Detail

Description	Actual 2022-23	Estimated 2023-24	Approved 2023-24	Proposed 2024-25
REVENUES				
Taxes				
Property Taxes	$ 5,532,579	$ 6,569,108	$ 6,187,885	$ 7,081,872
Motor Vehicle Fees	430,768	493,156	380,000	400,000
Delinquent Taxes	341,654	344,318	250,000	300,000
Sales Tax	13,479,522	13,894,903	12,333,921	12,310,000
Transient Room Tax	-	23,319	40,000	30,000
Cable TV Franchise Tax	136,087	119,859	130,000	125,000
Energy Sales & Use Tax	2,533,563	2,415,423	1,800,000	2,200,000
Municipal Telephone Tax	164,229	170,554	170,000	160,000
Penalties and Interest	17,545	46,085	10,000	10,000
Total Taxes	**22,635,947**	**24,076,725**	**21,301,806**	**22,616,872**
Licenses & Permits				
Business Licenses	93,170	100,465	90,000	90,000
Short term Rental Registration	225	4,433	-	2,000
Building Permits	1,691,266	1,236,465	900,000	1,000,000
Occupancy Fee	28,700	23,533	50,000	25,000
Alarm Permit	32,500	40,850	20,000	20,000
Other Permits	81,504	82,006	70,000	70,000
Special Events Permits	2,848	19,953	15,000	15,000
Total Licenses & Permits	**1,930,213**	**1,507,705**	**1,145,000**	**1,222,000**
Grants & Intergovernmental				
Grants-Library	36,400	35,702	8,000	8,000
Grants-Police	688,402	219,097	126,000	90,000
Grants-Fire	2,000	7,993	10,000	5,000
Grants-Boat Harbor	-	102,283	-	-
Other Reimbursements	7,040	-	-	200,000
State Liquor Fund Allotment	56,845	55,781	45,000	50,000
Total Grants & Intergovernmental	**790,687**	**420,856**	**189,000**	**353,000**
Charges for Services				
Fire Protection Agreement-County	8,703	9,255	7,000	7,000
Fire Utah County Training Alliance	-	-	6,000	-
Ambulance Fees	2,957,294	2,975,514	2,900,000	2,975,000
Admin Charge-Water	480,076	554,726	554,726	650,634
Admin Charge-Water Impact	3,605	2,009	2,009	1,068
Admin Charge-Sewer	474,147	551,784	551,784	641,349
Admin Charge-Sewer Impact	7,018	2,113	2,113	1,071
Admin Charge-Storm Water	320,577	431,887	431,887	507,791
Admin Charge-Storm Water Impact	5,169	4,321	4,321	1,603
Admin Charge-Irrigation	286,808	363,252	363,252	412,112
Admin Charge-Irrigation Impact	6,342	2,120	2,120	2,540

(continued on next page)

Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

General Fund Revenue Detail

Description	Actual 2022-23	Estimated 2023-24	Approved 2023-24	Proposed 2024-25
Charges for Services				
Admin Charge-Park Impact	5,718	282	282	1,895
Admin Charge-Road Impact	17,707	3,631	3,631	3,609
Admin Charge-Sanitation Fund	96,089	92,228	92,228	113,081
Admin Charge-Fitness Center	206,743	205,625	205,625	235,081
Admin Charge-PARC Tax Fund	7,794	21,750	21,750	23,250
Admin Charge-Egg Farm EDA	14,571	23,593	23,593	31,342
Admin Charge-Broadband Fund	17,210	22,086	22,086	21,488
Capital Projects Inspection	243,118	535,289	150,000	200,000
Development Engineering	-	-	310,000	200,000
Capital Projects Engineering	-	-	310,000	200,000
Development Inspection-Engineering	452,508	372,872	200,000	150,000
Development Fees	29,286	35,768	25,000	25,000
Inspection Cancellation & Reinspection Fee	-	-	-	20,000
Recording Fees	-	-	5,000	5,000
Plan Check Fees	497,964	349,173	300,000	350,000
Fire Plan Check Fees	17,313	9,666	6,000	6,000
Fire Site Inspection Fees	12,328	18,583	25,000	10,000
Police Services-Cedar Hills	563,759	574,088	577,866	990,000
Alpine School District Officers	145,244	145,331	150,000	135,000
Fire-Cedar Hills Contract	728,327	755,701	796,553	1,199,184
Boat Harbor Fees	15,566	14,977	35,000	35,000
Park Fees	11,969	8,315	8,000	8,000
Amphitheater Reservation Fees	36,065	42,538	35,000	35,000
Recreation-Youth Soccer	-	61,175	99,000	102,000
Recreation-Adult Softball	-	26,585	32,000	37,000
Recreation-Flag Football	-	-	52,000	54,000
Recreation-Youth Basketball	-	119,352	160,000	164,000
Recreation-Youth Baseball	-	105,117	99,000	102,000
Recreation-Field Rentals	-	16,555	20,000	25,000
Recreation-Other	538,523	178,178	38,000	38,000
Library Development Funds	4,141	4,384	-	-
Library Fees	24,800	24,152	20,000	20,000
Senior Citizen Fees	86,867	80,117	70,000	80,000
Fire Fees	9,550	436	2,000	2,000
Cemetery Lot Sales	92,500	105,240	56,000	91,000
Grave Opening Fees	112,250	116,100	120,000	100,000
Other Cemetery Fees	4,840	8,757	4,500	4,500
Total Charges for Services	**8,542,489**	**8,974,625**	**8,900,326**	**10,017,598**

(continued on next page)

Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

General Fund Revenue Detail

Description	Actual 2022-23	Estimated 2023-24	Approved 2023-24	Proposed 2024-25
Fines & Forfeitures				
Fines	305,635	201,884	150,000	215,000
Fines - Prosecution Restitution	8,646	41,736	150,000	75,000
Youth Court	-	5,225	-	-
Traffic School	41,680	47,811	40,000	40,000
Total Fines & Forfeitures	**355,961**	**296,656**	**340,000**	**330,000**
Miscellaneous				
Application Processing Fee	92,135	45,147	12,000	30,000
Sale of AF History Books	134	37	-	-
Resale Merchandise	918	171	-	-
Insurance Proceeds	18,318	10,696	-	-
Rents and Concessions	-	-	-	-
Donations	16,979	15,361	-	-
Purchasing Card Rebate	9,102	9,362	7,500	9,000
Other Revenue	10,201	4,870	4,500	9,500
Police Revenue	36,551	37,136	35,000	35,000
GRAMA Requests	2,240	12,554	11,000	9,000
Candidate Filing Fee	550	-	-	-
Over & Short	(136)	-	-	-
Developer Contributions-St Lights	651,868	500,000	-	500,000
Total Miscellaneous	**838,860**	**635,334**	**70,000**	**592,500**
Use of Money & Property				
Interest Earnings	685,223	833,099	200,000	280,547
Credit Card Processing Fees	1,259	15,442	-	20,573
Sale of Capital Assets	3,415	1,650	-	-
Police/Courts Building Lease	621,992	474,382	386,363	507,098
Advertising Revenue	-	-	-	30,000
Other Rents	13,096	38,824	24,000	24,000
Cell Tower Lease	51,775	49,773	49,400	49,400
Total Use of Money & Property	**1,376,760**	**1,413,170**	**659,763**	**911,618**
Transfers In				
Transfer From Perpetual Care	2,000	2,000	2,000	-
Transfer From RDA	35,617	15,807	15,807	-
Transfer From PARC Tax	-	37,000	37,000	77,500
Total Transfers In	**37,617**	**54,807**	**54,807**	**77,500**
TOTAL REVENUES	**$ 36,508,534**	**$ 37,379,878**	**$ 32,660,702**	**$ 36,121,088**

Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

Executive

DEPARTMENT SUMMARY

The executive of the City is the Mayor who, in conjunction with the City Council, provides governance of the City. The Mayor is also responsible for the operations of the City and has appointed a City Administrator to manage operations.

DEPARTMENT BUDGET

Description	Actual 2022-23	Estimated 2023-24	Approved 2023-24	Proposed 2024-25
Personnel				
Salaries and Wages	$ 24,700	$ 24,700	$ 24,700	$ 24,700
Benefits	22,783	22,162	25,954	26,254
Total Personnel Expenses	**47,483**	**46,862**	**50,654**	**50,954**
Operating				
Travel Allowance	4,698	4,789	4,550	4,550
Education and Travel	-	-	1,500	1,000
Office Supplies and Expense	-	-	500	500
Telephone	515	446	480	480
Department Branding	124	-	-	-
Department Expense and Supplies	99	1,977	200	200
Total Operating Expenditures	**5,436**	**7,212**	**7,230**	**6,730**
TOTAL EXECUTIVE	**$ 52,919**	**$ 54,074**	**$ 57,884**	**$ 57,684**

DEPARTMENT PERSONNEL

Full-time Equivalent Positions	FTE 2022-23	FTE 2023-24	Proposed 2024-25	Increase (Decrease)
Mayor	0.50	0.50	0.50	-
Total Executive Positions	**0.50**	**0.50**	**0.50**	**-**

STAFFING NOTES

The Mayor's compensation is a set amount and not dependent on the number of hours worked. Therefore, the position has been counted as 0.50 FTE on this schedule.



Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

Legislative

DEPARTMENT SUMMARY

The legislative department is comprised of the elected City Council. The purpose of the City Council is to provide governance in conjunction with the Mayor of the City. Special projects in the fund include dues for the Utah League of Cities and Towns, Utah Lake Commission, and Mountainland Association of Governments.

DEPARTMENT BUDGET

Description	Actual 2022-23	Estimated 2023-24	Approved 2023-24	Proposed 2024-25
Personnel				
Salaries and Wages	$ 52,000	$ 52,000	$ 52,000	$ 52,000
Benefits	67,689	54,135	74,412	50,798
Total Personnel Expenses	**119,689**	**106,135**	**126,412**	**102,798**
Operating				
Travel Allowance	15,625	17,105	16,250	16,250
Office Supplies and Expense	-	-	-	-
Education and Travel	2,925	6,000	6,000	6,000
Planning Commission	1,090	2,251	2,800	2,800
Department Branding	250	-	500	500
Department Expense and Supplies	443	760	1,000	1,000
Other Council Unassigned	-	-	2,500	2,500
Special Projects	41,853	78,024	42,660	50,000
Steel Days Services	-	-	-	-
Total Operating Expenditures	**62,186**	**104,140**	**71,710**	**79,050**
TOTAL LEGISLATIVE	**$ 181,875**	**210,275**	**$ 198,122**	**181,848**

DEPARTMENT STAFFING

Full-time Equivalent Positions	FTE 2022-23	FTE 2023-24	Proposed 2024-25	Increase (Decrease)
City Council Members	2.50	2.50	2.50	-
Total Legislative Positions	**2.50**	**2.50**	**2.50**	**-**

STAFFING NOTES

The Council's compensation is a set amount and not dependent on the number of hours worked. Therefore, the City Council has been counted as 2.50 FTE on this schedule.

Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

Legal

DEPARTMENT SUMMARY

The Legal budget is established to process expenditures for legal and attorney purposes. All attorneys for the City currently act on a contract basis. The attorney services that are expensed out of this department include: Personnel attorneys, defense attorneys for criminal actions (when the accused cannot provide an attorney for themselves), conflict attorneys for criminal actions (when there is a conflict between the defense attorney and another individual), the City's criminal attorney, and the City's civil attorney. Other attorneys engaged by the City are used on an as-needed basis and are expended out of different funds. Specialized attorneys used include broadband attorneys and water right attorneys.

DEPARTMENT BUDGET

Description	Actual 2022-23	Estimated 2023-24	Approved 2023-24	Proposed 2024-25
Operating				
Justice Court	$ 257	$ 664	$ 2,000	$ -
Attorney-Civil	144,072	146,880	151,880	156,436
Attorney-Special Assignments	15,167	32,664	60,000	60,000
Attorney-Public Defender	132,250	132,000	134,640	138,679
Attorney-Criminal	178,218	183,822	185,480	191,044
Total Operating Expenditures	**469,964**	**496,030**	**534,000**	**546,159**
TOTAL LEGAL	**$ 469,964**	**$ 496,030**	**$ 534,000**	**$ 546,159**

Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

Administration

DEPARTMENT BUDGET

Description	Actual 2022-23	Estimated 2023-24	Approved 2023-24	Proposed 2024-25
Personnel				
Salaries and Wages	$ 901,970	$ 1,038,666	$ 1,132,238	$ 1,262,212
Benefits	324,551	352,320	384,902	461,623
Total Personnel Expenses	**1,226,521**	**1,390,986**	**1,517,140**	**1,723,835**
Operating				
Promotional	12,950	11,197	25,000	25,000
Subscriptions and Memberships	6,607	8,507	6,235	6,235
Ordinances and Publications	1,339	71	1,000	450
Education and Travel	3,611	9,118	10,000	10,000
Training	-	-	5,000	5,000
Office Supplies and Expense	14,205	13,127	15,000	15,000
Telephone	1,840	2,347	2,880	2,880
Professional and Technical	43,025	44,913	42,000	44,000
Auditing	22,700	34,342	35,000	35,000
Communications	37,514	38,546	30,110	33,950
Employee Appreciation	16,631	24,599	21,000	25,000
Human Resources	44,954	27,029	17,060	24,060
Human Resources-Health/Wellness	9,536	12,122	12,500	18,500
Department Branding	550	350	700	700
Department Expense and Supplies	11,410	6,706	6,000	6,000
Insurance Premium	336,451	373,281	370,000	392,200
Postage and Shipping	8,042	7,353	7,200	7,200
Credit Card/Bank Processing Fees	2,906	9,039	3,000	10,000
Election Expense	-	88,712	90,000	-
Recording Fees	1,323	-	2,500	2,400
Department Technology	-	17,611	18,787	21,088
Admin Charge-Broadband	2,624	2,769	2,769	2,982
Internal Charges-Fleet Operations	1,231	2,727	1,600	1,600
Internal Charges-Fleet Capital Fund	2,727	2,727	-	-
Internal Charges-Technology	47,150	32,471	32,471	24,483
Total Operating Expenditures	**629,326**	**769,664**	**757,812**	**713,728**
TOTAL ADMINISTRATION	**$ 1,855,847**	**$ 2,160,650**	**$ 2,274,952**	**2,437,563**

Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

Administration

DEPARTMENT STAFFING

Full-time Equivalent Positions	FTE 2022-23	FTE 2023-24	Adopted 2024-25	Increase (Decrease)
City Administrator	1.00	1.00	1.00	-
Assistant City Administrator	1.00	0.75	0.75	-
Finance Director	1.00	1.00	1.00	-
Human Resources Manager	1.00	1.00	1.00	-
Communications Specialist	1.30	1.30	1.65	0.35
City Recorder	1.00	1.00	1.00	-
UB/Business Licensing Supervisor	1.00	1.00	1.00	-
Senior Accountant	1.00	1.00	1.00	-
Management Analyst	0.50	0.50	0.50	-
Grant Administrator	-	0.50	-	(0.50)
Administrative Assistant	0.50	0.50	0.50	-
Accounts Payable Specialist	1.00	1.00	1.00	-
Payroll Coordinator	1.00	1.00	1.00	-
Customer Service Representative II	-	-	1.00	1.00
Customer Service Representative I	3.10	3.00	2.50	(0.50)
Deputy City Recorder	0.40	0.50	0.50	-
Total Administration Positions	**14.80**	**15.05**	**15.40**	**0.35**

STAFFING NOTES

1) Propose to add a full time Communications Specialist in lieu of one part time position in fiscal year 2024-25.
2) Propose to promote a Customer Service Representative I to a Customer Service Representative II. Net FTE change is zero.
3) Propose to add a part time Customer Service Representative I in lieu of a Grant Coordinator. Net FTE change is zero.



Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

Community Services-Administration

DEPARTMENT BUDGET

Description	Actual 2022-23	Estimated 2023-24	Approved 2023-24	Proposed 2024-25
Personnel				
Salaries and Wages	$ 126,848	$ 160,606	$ 175,060	$ 192,482
Benefits	40,943	55,945	60,776	65,786
Total Personnel Expenses	**167,791**	**216,551**	**235,836**	**258,268**
Operating				
Promotional	1,067	78	1,500	-
Subscriptions and Memberships	127	300	300	300
Education and Travel	1,883	1,891	3,550	2,000
Training	70	393	-	-
Office Supplies and Expense	722	2,314	500	500
Telephone	940	987	720	960
Communications	-	-	-	-
Community Events	-	-	7,500	7,500
Employee Appreciation	195	621	-	40
Human Resources	-	-	-	-
Human Resources-Health/Wellness	-	-	-	-
Department Branding	-	70	150	100
Department Supplies and Expense	2,482	565	2,250	2,250
Admin Charge-Broadband	705	738	738	531
Internal Charges-Fleet Capital	-	-	-	25,000
Internal Charges-Technology	11,173	9,465	9,465	8,273
Total Operating Expenditures	**19,364**	**17,422**	**26,673**	**47,454**
TOTAL COMMUNITY SERVICES	**$ 187,155**	**$ 233,973**	**$ 262,509**	**$ 305,722**

DEPARTMENT STAFFING

Full-time Equivalent Positions	FTE 2022-23	FTE 2023-24	Proposed 2024-25	Increase (Decrease)
Community Services Director	1.00	0.75	0.75	-
Assistant City Administrator	0.25	0.25	0.25	-
Administrative Assistant	-	1.00	1.00	-
Total Community Services Positions	**1.25**	**2.00**	**2.00**	**-**

Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

Community Services - Parks

DEPARTMENT BUDGET

Description	Actual 2022-23	Estimated 2023-24	Approved 2023-24	Proposed 2024-25
Personnel				
Salaries and Wages	$ 512,182	$ 570,076	$ 561,952	$ 656,304
Benefits	212,062	231,599	232,093	247,580
Total Personnel Expenses	**724,244**	**801,675**	**794,045**	**903,884**
Operating				
Education and Travel	4,634	2,946	3,500	4,000
Office Supplies and Expense	575	100	-	-
Mower Supplies and Maintenance	21,426	18,036	23,700	27,255
Building and Grounds Maintenance	32,615	41,889	32,600	36,500
Portable Restrooms	6,693	2,557	6,100	6,800
Irrigation Repair and Maintenance	19,770	21,387	31,625	35,750
Utilities	56,015	71,946	25,000	25,000
Telephone	3,947	4,217	5,440	5,440
Professional and Technical	36,241	55,689	33,400	40,600
Employee Appreciation	-	-	120	140
Clothing Allowance	2,127	1,800	1,800	2,100
Debris Hauling	4,496	-	6,000	6,900
Department Branding	-	725	1,200	1,100
Department Supplies	4,130	8,167	4,410	1,400
Fertilizer Program	12,388	15,003	15,000	20,000
Tournaments and Special Events	-	-	-	10,000
Equestrian Park Coop	-	-	25,000	25,000
Interchange Landscaping	4,753	-	10,670	22,670
Christmas Decorations	12,891	14,787	15,000	15,000
Insurance Claims	358	-	-	-
City Wide Horticulture	9,657	7,839	9,900	9,900
Department Technology	-	-	9,000	-
Admin Charge-Broadband	1,851	1,892	1,892	1,699
Internal Charges-Fleet Operations	36,083	36,789	38,000	38,000
Internal Charges-Fleet Capital	-	7,436	8,000	-
Internal Charges-Technology	7,778	8,795	8,795	6,558
Equipment Purchases	4,589	21,562	6,600	6,600
Total Operating Expenditures	**283,017**	**343,562**	**322,752**	**348,412**
Capital				
Park Furnishings	5,000	-	-	-
Total Capital Expenditures	**5,000**	**-**	**-**	**-**
TOTAL PARKS	**$ 1,012,261**	**$ 1,145,237**	**$ 1,116,797**	**$ 1,252,296**

Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

Community Services - Parks

DEPARTMENT STAFFING

Full-time Equivalent Positions	FTE 2022-23	FTE 2023-24	Proposed 2024-25	Increase (Decrease)
Parks Superintendent	1.00	1.00	1.00	-
Parks Supervisor	1.00	1.00	1.00	-
Horticulture Specialist	1.00	1.00	1.00	-
Parks Maintenance Operator	2.00	2.00	2.00	-
Parks Maint Operator/Arborist	1.00	1.00	1.00	-
Administrative Assistant	0.50	-	-	-
Parks Laborer	6.78	6.78	8.28	1.50
Total Parks Positions	**13.28**	**12.78**	**14.28**	**1.50**

STAFFING NOTES

1) Propose additional 1.50 FTE of part time seasonal parks laborers for fiscal year 2024-25



Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

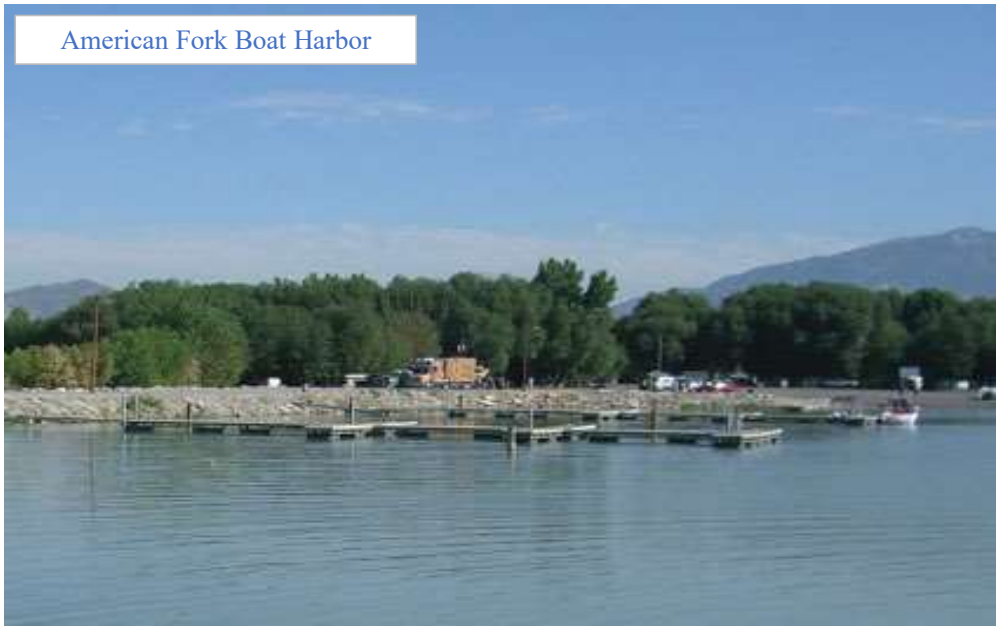
Community Services - Boat Harbor

DEPARTMENT BUDGET

Description	Actual 2022-23	Estimated 2023-24	Approved 2023-24	Proposed 2024-25
Personnel				
Salaries and Wages	$ 13,406	$ 14,991	$ 38,205	$ 40,894
Benefits	1,550	2,010	3,281	3,516
Total Personnel Expenses	**14,956**	**17,001**	**41,486**	**44,410**
Operating				
Building and Grounds Maintenance	710	2,104	2,600	1,500
Restroom Maintenance	115	873	1,200	-
Telephone	-	-	1,600	1,600
Department Branding	-	-	175	2,000
Department Expense and Supplies	3,966	1,645	1,700	1,700
Credit Card/Bank Processing Fees	3,719	1,506	2,040	2,040
Admin Charge-Broadband	478	486	486	468
Total Operating Expenditures	**8,988**	**6,614.00**	**9,801**	**9,308.00**
TOTAL BOAT HARBOR	**$ 23,944**	**$ 23,615**	**$ 51,287**	**$ 53,718**

DEPARTMENT STAFFING

Full-time Equivalent Positions	FTE 2022-23	FTE 2023-24	Proposed 2024-25	Increase (Decrease)
Boat Harbor	1.38	1.38	1.38	-
Total Boat Harbor Positions	**1.38**	**1.38**	**1.38**	**-**


American Fork Boat Harbor

Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

Community Services - Tree Maintenance

DEPARTMENT BUDGET

Description	Actual 2022-23	Estimated 2023-24	Approved 2023-24	Proposed 2024-25
Personnel				
Salaries and Wages	$ 16,697	$ 61,999	$ 44,526	$ 50,477
Benefits	7,151	22,948	27,889	20,410
Total Personnel Expenses	**23,848**	**84,947**	**72,415**	**70,887**
Operating				
Education and Travel	292	1,504	1,500	1,500
Office Expense and Supplies	242	282	750	750
Mower Supplies and Maintenance	-	-	-	-
Building and Grounds Maintenance	76	294	2,000	2,000
Tree Purchase & Maintenance	56,179	46,697	50,000	50,000
Telephone	120	480	720	720
Professional and Technical	91,190	54,000	50,000	50,000
Clothing Allowance	171	1,195	2,300	300
Department Branding	-	-	50	50
Department Supplies	1,129	1,480	2,000	2,000
Department Technology	-	140	2,800	-
Admin Charge-Broadband	-	6	6	318
Internal Charges-Fleet Operations	75	59	500	500
Internal Charges-Fleet Capital	44,596	-	-	-
Internal Charges-Technology	1,059	-	-	6,287
Equipment Purchases	-	60,000	60,000	60,000
Total Operating Expenditures	**195,129**	**166,137**	**172,626**	**174,425**
TOTAL TREE MAINTENANCE	**$ 218,977**	**$ 251,084**	**$ 245,041**	**$ 245,312**

DEPARTMENT STAFFING

Full-time Equivalent Positions	FTE 2022-23	FTE 2023-24	Proposed 2024-25	Increase (Decrease)
Arborist	0.25	0.70	0.70	-
Total Tree Maintenance Positions	**0.25**	**0.70**	**0.70**	**-**

STAFFING NOTES

1) Urban Arborist for was approved in fiscal year 2022-23 budget for half of the year and changed to full time in fiscal year 2023-24. The position is split with Irrigation to promote and educate regarding waterwise

Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

Community Services - Cemetery

DEPARTMENT BUDGET

Description	Actual 2022-23	Estimated 2023-24	Approved 2023-24	Proposed 2024-25
Personnel				
Salaries and Wages	$ 268,201	$ 247,532	$ 248,141	$ 273,706
Benefits	99,925	95,517	102,408	110,763
Total Personnel Expenses	**368,126**	**343,049**	**350,549**	**384,469**
Operating				
Education and Travel	-	-	2,500	2,500
Office Supplies and Expense	2,926	2,694	3,600	3,960
Small Engine Repair	25,825	15,121	21,200	23,470
Tools and Equipment	30,990	22,775	29,200	33,580
Tree Purchase and Maintenance	4,000	4,000	13,900	12,700
Telephone	1,100	2,017	3,180	1,500
Professional and Technical	95	380	-	-
Employee Appreciation	1,469	444	550	200
Clothing Allowance	900	1,673	1,200	1,200
Department Branding	1,882	379	340	200
Department Expense and Supplies	2,375	16,623	3,900	4,098
Headstone Replacement	8,488	2,500	4,850	4,850
Flag Rotation and Maintenance	8,528	2,241	6,900	6,900
Christmas Decorations	3,318	1,808	1,500	3,000
Postage and Shipping	133	120	-	130
Credit Card/Bank Processing Fees	2,401	580	2,500	2,500
Department Technology	-	6,267	7,000	2,445
Admin Charge-Broadband	1,064	1,087	1,087	1,251
Internal Charges-Fleet Operations	15,057	25,637	16,000	21,000
Internal Charges-Fleet Capital Fund	-	-	-	70,000
Internal Charges-Technology	8,460	8,125	8,125	8,545
Equipment Purchases	4,462	7,000	7,000	7,000
Total Operating Expenditures	**123,473**	**121,471**	**134,532**	**211,029**
TOTAL CEMETERY	**$ 491,599**	**464,520**	**$ 485,081**	**595,498**

DEPARTMENT STAFFING

Full-time Equivalent Positions	FTE 2022-23	FTE 2023-24	Proposed 2024-25	Increase (Decrease)
Cemetery Superintendent	1.00	1.00	1.00	-
Cemetery Supervisor	1.00	1.00	1.00	-
Park Maintenance Operator	1.00	1.00	1.00	-
Administrative Assistant	0.50	0.50	0.50	-
Laborer	1.68	1.68	1.68	-
Total Cemetery Positions	**5.18**	**5.18**	**5.18**	**-**

Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

Public Works - Building Maintenance

DEPARTMENT BUDGET

Description	Actual 2022-23	Estimated 2023-24	Approved 2023-24	Proposed 2024-25
Personnel				
Salaries and Wages	$ 272,107	$ 294,879	$ 290,872	$ 308,366
Benefits	137,436	139,289	152,018	154,885
Total Personnel Expenses	**409,543**	**434,168**	**442,890**	**463,251**
Operating				
Education and Travel	662	500	2,500	2,500
Telephone	2,567	2,862	2,160	2,160
Janitorial Service and Supplies	86,047	127,852	108,000	129,000
Employee Appreciation	-	-	-	80
Clothing Allowance	1,200	1,600	1,200	1,200
Department Branding	781	437	300	200
Department Expense and Supplies	268	1,496	-	-
Maintenance - Legion Hall	2,956	3,590	4,000	4,400
Maintenance - Public Works	87,333	96,920	74,000	81,800
Maintenance - 300 E	605	660	2,000	2,500
Maintenance - Library	97,826	108,097	75,000	83,600
Maintenance - Senior Center	14,229	17,281	13,000	18,900
Maintenance - Admin Building	29,684	28,047	22,000	26,000
Maintenance - Cemetery	13,949	7,334	12,000	17,000
Maintenance - Police	94,848	70,111	95,000	99,000
Maintenance - Courts	104,348	112,532	95,000	99,000
Maintenance - City Hall	18,510	17,528	17,000	17,000
Maintenance - Station 51	64,490	68,345	48,000	48,000
Maintenance - Station 52	-	39,760	24,100	45,000
Asphalt Maintenance	-	20,000	40,000	20,000
Admin Charge-Broadband	1,087	1,115	1,115	846
Internal Charges-Utility Funds	92,636	90,000	82,300	82,300
Internal Charges-Fleet Operations	7,731	7,629	10,800	10,800
Internal Charges-Technology	8,498	8,795	8,795	7,688
Total Operating Expenditures	**730,255**	**832,491**	**738,270**	**798,974**
TOTAL BUILDING MAINTENANCE	**$ 1,139,798**	**$ 1,266,659**	**$ 1,181,160**	**$ 1,262,225**

DEPARTMENT STAFFING

Full-time Equivalent Positions	FTE 2022-23	FTE 2023-24	Proposed 2024-25	Increase (Decrease)
Building Maint Superintendent	1.00	1.00	1.00	-
Facility Maint Supervisor	1.00	1.00	1.00	-
Building Maint Lead Technician	1.00	1.00	1.00	-
Building Maint Technician	1.00	1.00	1.00	-
Total Building Maintenance Positions	**4.00**	**4.00**	**4.00**	**-**

Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

Community Services - Library

DEPARTMENT BUDGET

Description	Actual 2022-23	Estimated 2023-24	Approved 2023-24	Proposed 2024-25
Personnel				
Salaries and Wages	$ 655,416	$ 715,687	$ 689,795	$ 710,362
Benefits	196,202	190,021	215,331	207,365
Total Personnel Expenses	**851,618**	**905,708**	**905,126**	**917,727**
Operating				
Subscriptions and Memberships	920	907	1,030	1,240
Education and Travel	4,216	4,021	4,000	4,000
Office Supplies and Expense	14,805	10,603	14,200	14,200
Equipment Supplies and Maintenance	7,551	-	-	-
Telephone	440	480	480	960
Grant Expenditures	42,953	15,333	8,000	8,000
Employee Appreciation	688	2,161	660	800
Department Branding	933	1,656	1,040	1,010
Department Expense and Supplies	3,979	1,562	6,000	6,000
Audio/Visual	6,262	5,147	6,180	6,180
Subscriptions Material	327	43	500	500
Cataloging	11,433	14,201	11,073	16,113
Non-Fiction Material	24,290	18,595	24,296	25,754
Fiction Material	25,992	31,794	26,840	28,450
Children's Material	27,460	32,832	28,008	29,688
Young Adult Fiction	10,643	14,710	11,087	11,733
Electronic Resources	29,537	34,209	30,438	38,488
Nontraditional Materials	2,475	3,048	2,500	3,250
Literacy	3,698	3,682	3,700	3,920
Programs Expense and Supplies	15,446	11,505	15,350	15,900
Postage and Shipping	160	383	-	400
Credit Card/Bank Processing Fees	1,726	1,506	2,000	2,000
Department Technology	-	60,136	42,246	49,775
Admin Charge-Broadband	1,286	1,367	1,367	1,317
Internal Charges-Technology	101,710	41,456	41,456	27,638
Total Operating Expenditures	**338,930**	**311,337**	**282,451**	**297,316**
TOTAL LIBRARY	**$ 1,190,548**	**$ 1,217,045**	**$ 1,187,577**	**$ 1,215,043**

Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

Community Services - Library

DEPARTMENT STAFFING

Full-time Equivalent Positions	FTE 2022-23	FTE 2023-24	Proposed 2024-25	Increase (Decrease)
Director	1.00	1.00	1.00	-
Technical Services/Assistant Director	1.00	1.00	1.00	-
Librarians	5.00	5.00	5.00	-
Literacy Center Coordinator	0.60	0.60	0.60	-
Literacy Center Clerk	0.38	0.38	0.38	-
Assistant Librarian	0.72	0.72	0.72	-
Clerks/Pages	5.27	5.27	5.27	-
Total Library Positions	**13.97**	**13.97**	**13.97**	**-**



Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

Community Services-Recreation

DEPARTMENT BUDGET

Description	Actual 2022-23	Estimated 2023-24	Approved 2023-24	Proposed 2024-25
Personnel				
Salaries and Wages	$ 352,051	$ 349,054	$ 358,335	$ 377,400
Benefits	110,600	100,524	111,296	120,021
Total Personnel Expenses	**462,651**	**449,578**	**469,631**	**497,421**
Operating				
Subscriptions & Memberships	175	267	500	500
Advertising	758	978	1,200	1,200
Education and Travel	4,752	4,063	2,200	2,500
Office Supplies and Expense	14,052	14,099	13,000	13,000
Recreation Supplies & Maintenance	4,543	2,042	1,600	1,600
Telephone	1,440	1,669	2,400	1,680
Employee Appreciation	1,156	787	1,000	1,060
Department Branding	1,220	701	1,225	1,150
Department Expense and Supplies	2,061	679	500	500
Programs Expense and Supplies	199,507	64,761	29,800	33,700
Programs-Youth Soccer	-	10,227	26,000	18,000
Programs-Adult Softball	-	14,662	8,200	8,200
Programs-Flag Football	-	16,459	9,800	8,000
Programs-Youth Basketball	-	62,184	61,000	63,000
Programs-Youth Baseball/Softball	1,294	39,437	37,000	39,500
Department Technology	-	6,883	5,416	10,449
Admin Charge-Broadband	2,228	2,286	2,286	1,558
Internal Charges-Fleet Operations	1,895	3,048	3,000	3,000
Internal Charges-Fleet Capital	-	-	3,300	-
Internal Charges-Technology	18,426	16,203	16,203	12,833
Total Operating Expenditures	**253,507**	**261,435**	**225,630**	**221,430**
TOTAL RECREATION	**$ 716,158**	**$ 711,013**	**$ 695,261**	**$ 718,851**

DEPARTMENT STAFFING

Full-time Equivalent Positions	FTE 2022-23	FTE 2023-24	Proposed 2024-25	Increase (Decrease)
Fitness Center Director	0.50	-	-	-
Recreation Superintendent	1.00	1.00	1.00	-
Recreation Program Manager	2.00	2.00	2.00	-
Rec Supervisors/Scorekeepers/Referees	5.19	5.53	5.53	-
Total Recreation Positions	**8.69**	**8.53**	**8.53**	**-**

Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

Community Services - Senior Center

DEPARTMENT SUMMARY

The Senior Citizens Center provides programs and support for the seniors in American Fork and surrounding communities. The center strives to give the community a central place to gather and to get access to resources to help meet the needs they face in their daily lives.

DEPARTMENT BUDGET

Description	Actual 2022-23	Estimated 2023-24	Approved 2023-24	Proposed 2024-25
EXPENDITURES				
Personnel				
Salaries and Wages	$ 50,864	$ 59,718	$ 52,222	$ 84,044
Benefits	4,619	5,291	4,658	31,335
Total Personnel Expenses	**55,483**	**65,009**	**56,880**	**115,379**
Operating				
Education and Travel	416	641	-	-
Office Expense and Supplies	1,311	1,026	1,500	1,500
Resale Merchandise	918	-	-	-
Department Branding	-	-	160	120
Department Expense and Supplies	5,027	3,855	8,500	8,500
Programs Expense and Supplies	43,478	28,156	24,000	29,000
Programs-Senior Meals	21,382	35,145	27,000	27,000
Credit Card/Bank Processing Fees	704	958	500	800
Admin Charge-Broadband	311	333	333	321
Internal Charges-Technology	8,397	8,980	8,980	7,730
Total Operating Expenditures	**81,944**	**79,094**	**70,973**	**74,971**
TOTAL SENIOR CENTER	**$ 137,427**	**$ 144,103**	**$ 127,853**	**$ 190,350**

DEPARTMENT STAFFING

Full-time Equivalent Positions	FTE 2022-23	FTE 2023-24	Proposed 2024-25	Increase (Decrease)
Center Director	0.50	0.50	0.50	-
Assistant Director	0.50	0.50	0.50	-
Secretary	0.50	0.50	0.50	-
Aides	2.50	2.50	2.50	-
Administrative Assistant	0.50	0.50	0.75	0.25
Janitor	0.50	0.50	0.50	-
Total Senior Center Positions	**5.00**	**5.00**	**5.25**	**0.25**

STAFFING NOTES

1) Senior Center's positions are compensated with a stipend, with the exception of janitor and administrative assistants, and is not dependent on number of hours worked. Therefore, each position is budgeted at 0.50 hours full-time equivalent.
2) Propose changing a full time posision Administrative Assistant in lieu of a current part time position. This position will be allocated 75% to Seniors and 25% to Fitness Center.

Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

Community Services-Citizen Committees

DEPARTMENT SUMMARY

Citizen committees are volunteer boards who support the City in many ways. The Historical Committee and Beautification Committee have small budgets for expenditures furthering the purpose of their respective boards.

DEPARTMENT BUDGET

Description	Actual 2022-23	Estimated 2023-24	Approved 2023-24	Proposed 2024-25
EXPENDITURES				
Operating				
Historical Committee	$ -	$ 1,000	$ 1,000	$ 1,000
Beautification	901	5,656	8,500	8,500
Veterans	2,253	1,844	2,500	2,500
Total Operating Expenditures	**3,154**	**8,500**	**12,000**	**12,000**
TOTAL CITIZEN COMMITTEES	**$ 3,154**	**$ 8,500**	**$ 12,000**	**$ 12,000**



Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

Public Safety - Police

DEPARTMENT BUDGET

Description	Actual 2022-23	Estimated 2023-24	Approved 2023-24	Proposed 2024-25
Personnel				
Salaries and Wages	$ 4,490,475	$ 4,920,141	$ 4,615,552	$ 4,939,830
Benefits	2,284,556	2,374,390	2,611,860	2,839,550
Total Personnel Expenses	**6,775,031**	**7,294,531**	**7,227,412**	**7,779,380**
Operating				
Human Resources-Health/Wellness	4,991	52,313	7,000	7,900
Post Retiree Mental Health	-	-	900	900
Subscriptions and Memberships	2,553	2,604	3,000	2,000
Education and Travel	15,205	13,722	12,500	12,500
Training	29,631	29,986	30,000	30,000
Office Supplies and Expense	9,271	10,259	10,354	10,354
Telephone	63,858	64,028	64,133	65,842
Professional and Technical	-	-	-	-
Dispatch/UCAN Fees	252,945	338,778	477,143	486,686
Miscellaneous Grant Expense	15,557	-	-	-
Communities that Care	84,707	42,901	26,000	26,000
VOCA Grant	-	-	55,000	55,000
Employee Appreciation	2,772	3,555	1,640	1,700
Uniforms and Accessories	93,648	83,319	93,780	93,780
Department Branding	4,989	5,820	5,820	4,100
Department Expense and Supplies	80,771	72,181	72,420	71,740
Ammunition/Firearms	13,179	16,716	10,717	18,492
Insurance Claims	33,120	27,233	-	30,000
Postage	1,150	1,219	890	890
Special Enforcement Fund	34,063	33,936	33,000	13,995
Major Crimes Task Force	-	-	-	20,308
Credit Card/Bank Processing Fees	1,232	1,585	1,000	1,620
Animal Control	72,417	75,555	79,318	79,318
NOVA and Citizens Programs	15,043	12,792	13,000	13,000
K-9 Program	16,963	5,161	5,200	5,200
Alcohol Grant Expenditures	57,648	59,000	48,000	48,000
Department Techology	-	81,659	68,118	157,911
Equipment Purchases	17,108	16,157	16,800	16,800
Admin Charge-Broadband	18,444	19,566	19,566	22,833
Internal Charges-Fleet Operations	167,753	208,864	166,400	170,000
Internal Charges-Fleet Capital Fund	564,577	598,618	606,842	508,698
Internal Charges-Technology	197,787	74,557	74,557	51,879
Total Operating Expenditures	**1,871,382**	**1,952,084**	**2,003,098**	**2,027,446**
TOTAL POLICE	**$ 8,646,413**	**$ 9,246,615**	**$ 9,230,510**	**$ 9,806,826**

Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

Public Safety - Police

DEPARTMENT STAFFING

Full-time Equivalent Positions	FTE 2022-23	FTE 2023-24	Proposed 2024-25	Increase (Decrease)
Chief of Police	1.00	1.00	1.00	-
Lieutenant	3.00	3.00	3.00	-
Management Analyst II	1.00	1.00	1.00	-
Sergeant	8.00	8.00	8.00	-
Officer/Master Officer/Detective	39.00	39.00	41.00	2.00
Records Supervisor	1.00	1.00	1.00	-
Records/Information Specialist	4.00	4.50	4.50	-
Evidence Technician	1.00	1.50	1.50	-
Code Enforcement/Animal Control	2.00	2.00	2.00	-
Victim Advocate	1.00	1.00	1.00	-
Crossing Guard	3.72	3.72	3.72	-
Records Clerk	1.00	1.00	1.00	-
Social Worker (Grant Funded)	1.00	1.00	-	(1.00)
Communities that Care Coordinator	0.50	0.50	0.50	-
Total Police Positions	**67.22**	**68.22**	**69.22**	**1.00**

STAFFING NOTES

1) Propose to 2.0 full time officers to the fiscal year 2024-25 budget.
2) The community social worker was grant funded and a temporary position.



Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

Public Safety - Fire

DEPARTMENT BUDGET

Description	Actual 2022-23	Estimated 2023-24	Approved 2023-24	Proposed 2024-25
Personnel				
Salaries and Wages	$ 3,830,145	$ 4,245,163	$ 4,142,910	$ 4,678,260
Benefits	1,608,339	1,622,806	1,897,808	2,058,518
Total Personnel Expenses	**5,438,484**	**5,867,969**	**6,040,718**	**6,736,778**
Operating				
Human Resources-Health/Wellness	3,675	21,788	5,700	8,000
Post Retiree Mental Health	-	-	500	500
Subscriptions and Memberships	1,801	2,738	1,100	1,400
Education and Travel	29,057	12,304	9,500	10,500
Training	27,552	28,979	27,600	30,500
North Utah County Training Alliance	-	4,209	3,000	10,000
Medic Program	-	11,070	12,000	19,500
Office Supplies and Expense	6,729	6,920	7,200	7,600
Equipment Supplies and Maintenance	20,468	8,379	12,500	12,500
Telephone	16,471	17,440	13,420	14,140
Professional and Technical	27,504	32,190	30,000	30,000
Dispatch/UCAN Fees	37,796	71,554	69,695	73,000
Attorney Fees	-	-	-	-
Fire Prevention and Education	13,141	15,720	12,000	12,000
Miscellaneous Grant Expense	8,000	-	-	-
Employee Appreciation	1,650	2,671	-	-
Clothing Allowance	31,628	40,542	38,000	40,200
Janitorial Services and Supplies	8,417	13,416	7,500	8,500
Department Expense and Supplies	45,765	55,074	52,000	55,000
Medical Supplies	129,942	115,758	135,000	140,000
Flag Rotation	2,768	599	2,600	2,600
CERT Equipment	-	-	-	3,000
Personal Protection Equipment	61,772	113,387	91,000	96,000
Postage	334	129	-	-
Credit Card/Bank Processing Fees	19,532	19,383	20,000	20,000
Ambulance Billings	150,536	141,715	140,000	163,625
Ambulance Assessments	91,222	66,082	60,000	95,000
Department Technology	-	27,385	25,554	50,753
Equipment Purchases	21,999	37,711	40,000	45,000
Admin Charge-Broadband	4,884	5,008	5,008	8,933
Internal Charges-Fleet Operations	148,775	272,634	175,000	195,000
Internal Charges-Fleet Capital	395,000	500,608	87,157	85,858
Internal Charges-Technology	53,439	19,108	19,108	14,464
Total Operating Expenditures	**1,359,857**	**1,664,501**	**1,102,142**	**1,253,573**
TOTAL FIRE	**$ 6,798,341**	**$ 7,532,470**	**$ 7,142,860**	**$ 7,990,351**

Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

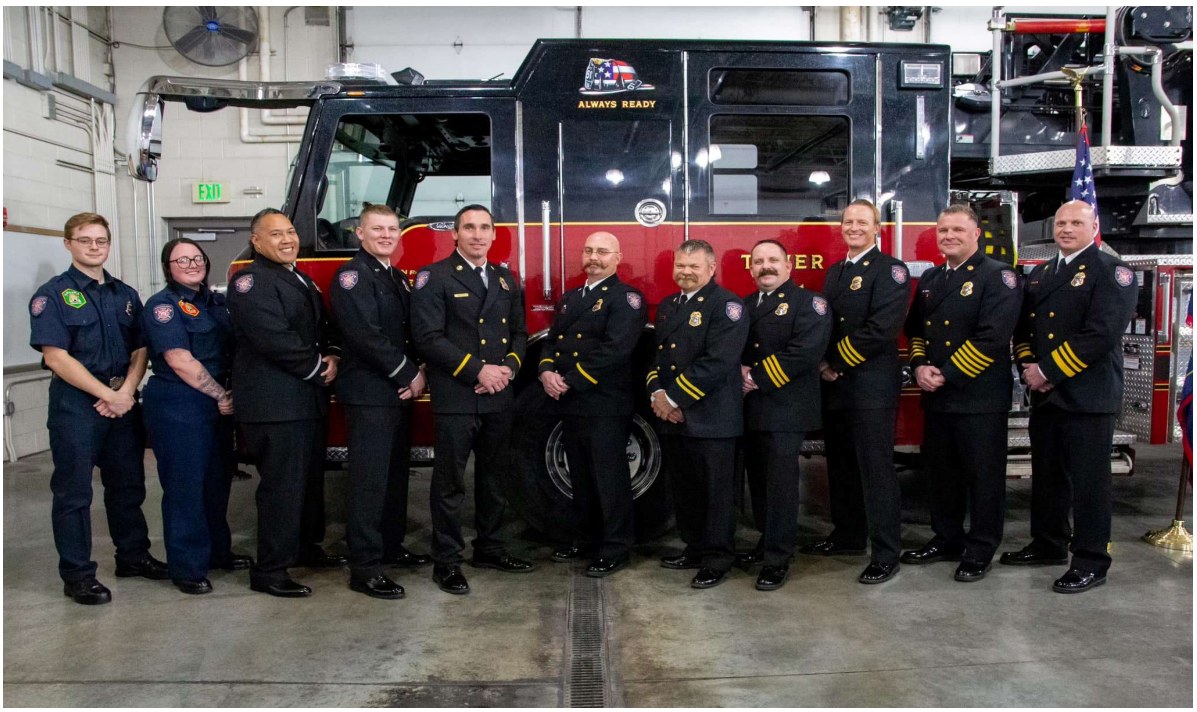
Public Safety - Fire

DEPARTMENT STAFFING

Full-time Equivalent Positions	FTE 2022-23	FTE 2023-24	Proposed 2024-25	Increase (Decrease)
Fire Station 51 Positions				
Fire Chief	1.00	1.00	1.00	-
Battalion Chief	1.00	2.00	2.00	-
Captain	4.00	4.00	4.00	-
Deputy Fire Marshal	1.00	1.00	1.00	-
Lieutenant	4.69	4.69	4.69	-
Fire Marshal	1.00	1.00	1.00	-
EMT	6.69	6.69	6.69	-
Firefighter/Paramedic	24.88	24.88	26.13	1.25
Ambulance Transport	3.17	3.17	3.17	-
Executive Assistant	1.00	1.00	1.00	-
Total Station 51 Positions	**48.43**	**49.43**	**50.68**	**1.25**
Fire Station 52 Positions				
Battalion Chief	1.00	1.00	1.00	-
Captain	3.00	3.00	3.00	-
Lieutenant	3.00	3.00	3.00	-
EMT	1.51	1.51	1.51	-
Total Station 52 Positions	**8.51**	**8.51**	**8.51**	**-**
Total Fire Positions	**56.94**	**57.94**	**59.19**	**1.25**

STAFFING NOTES

1) Propose to add 1.25 FTE part time shifts to fiscal year 2024-25 budget.



Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

Public Works - Administration

DEPARTMENT BUDGET

Description	Actual 2022-23	Estimated 2023-24	Approved 2023-24	Proposed 2024-25
Personnel				
Salaries and Wages	$ 203,817	$ 171,164	$ 249,231	$ 208,284
Benefits	91,071	77,632	116,144	75,749
Total Personnel Expenses	**294,888**	**248,796**	**365,375**	**284,033**
Operating				
Subscriptions and Memberships	444	548	400	650
Education and Travel	930	133	2,000	2,000
Office Supplies and Expense	6,263	4,929	4,575	4,575
Telephone	700	3,533	960	1,920
Employee Appreciation	17	123	60	40
Clothing Allowance	233	934	300	300
Department Branding	150	680	150	100
Department Expense and Supplies	4,230	4,050	7,600	7,600
Postage and Shipping	746	1,132	525	525
Credit Card/Bank Processing Fees	13,634	-	15,000	-
Department Technology	-	1,045	273	500
Admin Charge-Broadband	705	738	738	709
Internal Charges-Fleet Operations	816	233	1,200	1,200
Internal Charges-Fleet Capital	-	-	3,300	-
Internal Charges-Technology	16,484	11,103	11,103	9,131
Total Operating Expenditures	**45,352**	**29,181**	**48,184**	**29,250**
TOTAL STREETS	**$ 340,240**	**$ 277,977**	**$ 413,559**	**$ 313,283**

DEPARTMENT STAFFING

Full-time Equivalent Positions	FTE 2022-23	FTE 2023-24	Proposed 2024-25	Increase (Decrease)
Public Works Director	1.00	1.00	1.00	-
Administrative Assistant	2.00	2.00	1.00	(1.00)
Total Public Works Admin Positions	**3.00**	**3.00**	**2.00**	**(1.00)**

STAFFING NOTES

1) Administrative Assistant is reallocated from the public works adminstration division. Net FTE addition is zero.



Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

Public Works - Streets

DEPARTMENT BUDGET

Description	Actual 2022-23	Estimated 2023-24	Approved 2023-24	Proposed 2024-25
Personnel				
Salaries and Wages	$ 384,342	$ 452,295	$ 511,930	$ 541,320
Benefits	200,705	209,130	257,054	247,431
Total Personnel Expenses	**585,047**	**661,425**	**768,984**	**788,751**
Operating				
Education and Travel	2,297	1,925	3,000	3,000
Office Supplies and Expense	418	356	-	1,000
Equipment Supplies & Maintenance	22,370	13,623	30,000	30,000
Street Lights Power	55,072	56,697	78,750	85,000
Street Lights Maintenance	142,218	231,520	133,500	150,000
Traffic Signal Maintenance	11,254	1,011	12,500	15,000
Telephone	4,921	4,121	6,000	6,000
Professional & Technical	2,210	2,274	35,000	35,000
Employee Appreciation	-	-	140	140
Clothing Allowance	3,000	5,259	3,500	3,500
Department Branding	90	421	350	350
Department Technology	-	-	-	12,450
Debris Hauling	3,691	5,032	5,000	5,000
Department Expense and Supplies	8,454	6,243	15,000	15,000
Pavement Markings/Signs	131,655	124,749	145,000	225,000
Sidewalk Repair	223,633	282,784	328,600	350,000
Road Maintenance & Repair	457,730	322,628	350,000	500,000
Admin Charge-Broadband	2,580	2,655	2,655	2,398
Internal Charges-Fleet Operations	66,228	102,302	75,000	85,000
Internal Charges-Fleet Capital	15,000	10,000	10,000	144,000
Internal Charges-Technology	25,944	12,442	12,442	10,302
Total Operating Expenditures	**1,178,765**	**1,186,042**	**1,246,437**	**1,678,140**
Capital				
Street Lights Capital Improvement	651,868	500,000	-	500,000
Total Capital Expenditures	**651,868**	**500,000**	**-**	**500,000**
TOTAL STREETS	**$ 2,415,680**	**$ 2,347,467**	**$ 2,015,421**	**$ 2,966,891**

Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

Public Works - Streets

DEPARTMENT STAFFING

Full-time Equivalent Positions	FTE 2022-23	FTE 2023-24	Proposed 2024-25	Increase (Decrease)
Street Superintendent	1.00	1.00	1.00	-
Street Lead Maintenance Operator	1.00	1.00	1.00	-
Street Maintenance Operator I	1.83	1.83	1.83	-
Public Works Technician II	2.00	2.00	2.00	-
Public Works Technician I	2.00	2.00	2.00	-
Total Streets Positions	**7.83**	**7.83**	**7.83**	**-**





Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

Public Works - Engineering

DEPARTMENT BUDGET

Description	Actual 2022-23	Estimated 2023-24	Approved 2023-24	Proposed 2024-25
Personnel				
Salaries and Wages	$ 660,793	$ 379,343	$ 605,703	$ 731,036
Benefits	334,531	145,538	278,700	312,221
Total Personnel Expenses	**995,324**	**524,881**	**884,403**	**1,043,257**
Operating				
Subscriptions & Memberships	4,257	1,124	2,815	3,735
Education and Travel	2,600	3,520	6,460	4,000
Office Supplies and Expense	1,294	1,426	1,000	1,000
Telephone	6,580	2,089	3,780	3,600
Professional & Technical	5,159	41,411	70,000	40,000
Development Inspections	20,016	2,677	-	-
Development Review	268,733	315,727	50,000	150,000
Pioneering Agreements	66,423	-	-	-
Employee Appreciation		-	100	180
Clothing Allowance	1,800	1,373	1,500	1,800
Department Branding	450	269	250	450
Department Expense and Supplies	2,382	2,507	3,400	3,000
Department Technology	-	29,364	36,907	39,549
Admin Charge-Broadband	2,230	2,321	2,321	1,855
Internal Charges-Fleet Operations	9,375	8,282	4,500	8,500
Internal Charges-Fleet Capital	10,000	7,425	9,900	35,000
Internal Charges-Technology	66,054	20,448	20,448	11,975
Equipment Purchases	-	14,530	15,000	6,000
Total Operating Expenditures	**467,353**	**454,493**	**228,381**	**310,644**
TOTAL ENGINEERING	**$ 1,462,677**	**$ 979,374**	**$ 1,112,784**	**$ 1,353,901**

DEPARTMENT STAFFING

Full-time Equivalent Positions	FTE 2022-23	FTE 2023-24	Proposed 2024-25	Increase (Decrease)
City Engineer	1.00	1.00	1.00	-
GIS Supervisor	1.00	1.00	1.00	-
Project Engineer	3.00	4.00	4.00	-
Engineer	1.00	-	-	-
Construction Inspector	3.00	-	-	-
GIS Technician	-	-	1.00	1.00
Intern	1.00	1.00	1.00	-
Total Engineering Positions	**10.00**	**7.00**	**8.00**	**1.00**

STAFFING NOTES

1) Reallocate Construction Inspectors to Public Infrastructure division for the fiscal year 2023-24 budget.
2) Propose 1.0 FTE for GIS Technician in the fiscal year 2024-2025 budget.

Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

Public Works - Public Infrastructure

DEPARTMENT BUDGET

Description	Actual 2022-23	Estimated 2023-24	Approved 2023-24	Proposed 2024-25
Personnel				
Salaries and Wages	$ -	$ 211,971	$ 195,274	$ 223,827
Benefits	-	119,517	119,517	127,435
Total Personnel Expenses	**-**	**331,488**	**314,791**	**351,262**
Operating				
Subscriptions & Memberships	-	1,263	1,500	1,500
Education and Travel	-	3,740	2,300	2,000
Equipment Supply & Maintenance	-	202	6,000	1,000
Telephone	-	1,652	5,040	5,040
Professional & Technical	-	-	50,000	50,000
Development Inspections	-	-	100,000	50,000
Employee Appreciation	-	107	80	60
Clothing Allowance	-	1,718	1,600	1,200
Department Branding	-	387	200	150
Department Expense and Supplies	-	2,192	15,000	15,000
Department Technology	-	8,303	8,000	8,500
Admin Charge-Broadband	-	-	-	1,796
Internal Charges-Fleet Operations	-	12,914	4,500	10,500
Internal Charges-Fleet Capital	-	-	-	100,000
Internal Charges-Technology	-	-	-	9,089
Total Operating Expenditures	**-**	**32,478**	**194,220**	**255,835**
TOTAL PUBLIC INFRASTRUCTURE	**$ -**	**$ 363,966**	**$ 509,011**	**$ 607,097**

DEPARTMENT STAFFING

Full-time Equivalent Positions	FTE 2022-23	FTE 2023-24	Proposed 2024-25	Increase (Decrease)
Construction Inspector	-	3.00	3.00	-
Total Public Infrastructure Positions	**-**	**3.00**	**3.00**	**-**

STAFFING NOTES

1) Reallocate Construction Inspectors from Engineering division for the fiscal year 2023-24 budget.

Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

Development Services-Planning

DEPARTMENT BUDGET

Description	Actual 2022-23	Estimated 2023-24	Approved 2023-24	Proposed 2024-25
Personnel				
Salaries and Wages	$ 157,254	$ 185,692	$ 181,280	$ 190,330
Benefits	61,731	66,878	68,985	64,334
Total Personnel Expenses	**218,985**	**252,570**	**250,265**	**254,664**
Operating				
Subscriptions & Memberships	1,630	749	1,712	1,712
Education and Travel	2,864	1,411	2,500	3,700
Office Expense and Supplies	565	2,887	900	900
Telephone	1,166	1,285	2,160	2,160
Professional and Technical	19,360	8,704	170,000	80,000
Economic Development	22,095	22,000	25,400	275,400
Employee Appreciation	-	-	-	80
Clothing Allowance	378	587	600	600
Department Branding	100	909	300	200
Department Expense and Supplies	1,749	250	5,400	3,000
Postage	18	7	-	-
Department Technology	-	10,000	12,399	12,399
Admin Charge-Broadband	746	922	922	953
Internal Charges-Fleet Operations	503	35	1,000	1,000
Internal Charges-Fleet Capital	-	-	3,300	-
Internal Charges-Technology	10,008	11,402	11,402	9,361
Total Operating Expenditures	**61,182**	**61,148**	**237,995**	**391,465**
TOTAL PLANNING	**$ 280,167**	**$ 313,718**	**$ 488,260**	**$ 646,129**

DEPARTMENT STAFFING

Full-time Equivalent Positions	FTE 2022-23	FTE 2023-24	Proposed 2024-25	Increase (Decrease)
Development Services Director	0.20	0.20	0.20	-
Senior Planner	-	1.00	1.00	-
Planner	2.00	1.00	1.00	-
Administrative Assistant	0.25	0.25	0.25	-
Total Planning Positions	**2.45**	**2.45**	**2.45**	**-**

Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

Development Services - Building Inspection

DEPARTMENT BUDGET

Description	Actual 2022-23	Estimated 2023-24	Approved 2023-24	Proposed 2024-25
Personnel				
Salaries and Wages	$ 614,149	$ 697,388	$ 708,775	$ 807,404
Benefits	298,894	304,143	329,312	384,106
Total Personnel Expenses	**913,043**	**1,001,531**	**1,038,087**	**1,191,510**
Operating				
Subscriptions and Memberships	6,516	808	8,000	8,000
Education and Travel	6,563	7,300	9,400	7,000
Training	-	-	-	5,000
Office Supplies and Expense	2,317	1,340	2,000	2,000
Telephone	7,479	5,609	7,680	7,680
Professional and Technical	15,712	10,400	-	5,000
Plan Check Fees	29,760	12,607	20,000	20,000
Employee Appreciation	-	154	160	200
Clothing Allowance	2,633	2,827	3,000	1,800
Department Branding	500	2,058	2,000	500
Department Expense and Supplies	1,100	441	1,250	500
Postage	60	23	-	-
Credit Card/Bank Processing Fees	828	5,025	-	5,025
Department Technology	-	40,533	20,442	44,442
Administrative Charge-Broadband	2,907	2,876	2,876	2,889
Internal Charges-Fleet Operations	8,301	8,050	10,500	9,000
Internal Charges-Fleet Capital	90,000	90,000	90,000	100,000
Internal Charges-Technology	27,457	15,832	15,832	12,205
Total Operating Expenditures	**202,133**	**205,883**	**193,140**	**231,241**
TOTAL BUILDING INSPECTION	**1,115,176**	**1,207,414**	**1,231,227**	**1,422,751**

DEPARTMENT STAFFING

Full-time Equivalent Positions	FTE 2022-23	FTE 2023-24	Proposed 2024-25	Increase (Decrease)
Development Services Director	0.80	0.80	0.80	-
Chief Building Official	1.00	1.00	1.00	-
Deputy Building Official	-	-	-	-
Building Inspector	5.00	5.00	5.00	-
Administrative Assistant	2.75	2.75	3.75	1.00
Total Building Inspection Positions	**9.55**	**9.55**	**10.55**	**1.00**

STAFFING NOTES

1) Administrative Assistant is reallocated from the public works adminstration division. Net FTE addition is zero.

Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

Municipal Building Authority Fund

FUND SUMMARY

The Municipal Building Authority fund was created to account for the activities of the City's Municipal Building Authority. The Authority was created to provide continuity between City Council changes. This method allows for small institutions to participate in financing. The City does not currently have any bonds outstanding issued by the Building Authority, but sees the organization as a "backstop" if needed. The yearly expenditures for the building authority are public notices.

FUND BUDGET

Description	Actual 2022-23	Estimated 2023-24	Approved 2023-24	Proposed 2024-25
EXPENDITURES				
Operating				
Ordinances and Publications	$ 10	$ 50	$ 100	$ 100
Total Operating Expenditures	**10**	**50**	**100**	**100**
TOTAL EXPENDITURES	**$ 10**	**$ 50**	**$ 100**	**$ 100**
Municipal Building Fund Net Revenue	(10)	(50)	(100)	(100)
Beginning Fund Balance	796	786	786	736
Ending Fund Balance	**$ 786**	**$ 736**	**$ 686**	**$ 636**

Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

Fitness Center

DEPARTMENT BUDGET

Description	Actual 2022-23	Estimated 2023-24	Approved 2023-24	Proposed 2024-25
REVENUES				
General Admissions	$ 224,294	$ 208,213	$ 220,000	$ 227,000
Passes	757,474	790,075	710,000	729,650
Lessons	130,839	174,944	162,000	165,000
Swim Team	401,788	397,524	352,000	375,000
Specialty Classes	348,310	336,496	329,000	330,000
Gymnastics	29,549	20,917	20,000	23,000
Personal Training	28,160	50,791	25,200	25,000
Equipment Rental	867	935	1,000	500
Jogging Track	11,009	3,583	4,000	5,000
Child Care	36,037	42,297	32,000	33,000
Resale Merchandise & Concessions	56,780	49,379	62,000	60,000
Room & Pool Rental	52,620	48,457	40,000	50,000
Credit Card Processing Fees	-	-	-	41,500
Miscellaneous	24,136	18,586	-	-
Donations	4,045	1,430	-	-
Total Revenues	**2,105,908**	**2,143,627**	**1,957,200**	**2,064,650**
TRANSFERS IN				
Transfer From General Fund	1,121,728	928,294	925,400	1,041,986
Total Transfers In	**1,121,728**	**928,294**	**925,400**	**1,041,986**
TOTAL REVENUES	**$ 3,227,636**	**$ 3,071,921**	**$ 2,882,600**	**$ 3,106,636**
EXPENDITURES				
Personnel				
Salaries and Wages	$ 1,357,965	$ 1,438,864	$ 1,323,234	$ 1,454,781
Benefits	239,357	256,541	233,018	270,064
Total Personnel Expenses	**1,597,322**	**1,695,405**	**1,556,252**	**1,724,845**
Operating				
Subscriptions & Memberships	167	533	2,000	2,700
Advertising	4,371	3,945	9,000	9,000
Education & Travel	1,904	4,800	4,800	4,800
Office Expense and Supplies	5,529	3,841	3,000	3,000
Equipment Supply & Maintenance	28,616	32,572	31,200	37,000
Building Supply & Maintenance	112,359	77,807	80,000	89,500
Utilities	404,306	271,329	300,000	275,000
Telephone	6,346	8,503	4,400	3,900
Contracted Janitorial Service	115,142	144,391	125,500	139,500
Professional and Technical	365	1,467	1,000	1,000
Employee Appreciation	4,410	4,641	4,300	4,300
Resale Merchandise & Concessions	27,082	28,221	35,000	31,000
Department Branding	9,602	6,937	6,200	6,200

(continued on next page)

Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

Fitness Center

DEPARTMENT BUDGET

Description	Actual 2022-23	Estimated 2023-24	Approved 2023-24	Proposed 2024-25
EXPENDITURES				
Department Expense and Supplies	11,484	11,068	28,000	28,000
Pool Chemicals	119,822	100,347	90,000	94,500
Insurance	18,984	22,285	22,410	23,399
Postage	1,554	2,329	500	-
Programs Expense and Supplies	29,680	9,410	13,000	13,000
Credit Card/Bank Processing Fees	83,084	101,071	50,000	83,000
Child Care	3,882	2,632	4,000	4,000
Group Fitness	2,558	4,024	-	-
Gymnastics	28,336	22,538	18,000	18,000
Swim Team	44,959	54,577	75,000	75,000
Swimming Pool Programs	8,895	8,646	12,000	12,000
Department Technology	-	12,718	7,103	7,770
Admin Charge-General Fund	206,743	206,938	205,625	235,081
Admin Charge-Broadband	3,131	3,253	3,253	2,250
Internal Charges-Fleet Operations	1,704	1,722	1,200	1,200
Internal Charges-Fleet Capital	-	-	3,300	-
Internal Charges-Technology	34,873	17,357	17,357	13,691
Total Operating Expenditures	**1,319,888**	**1,169,902**	**1,157,148**	**1,217,791**
Transfers Out				
Transfer to Capital Projects	230,652	181,614	144,200	114,000
Transfer to Capital Equipment	79,774	25,000	25,000	50,000
Total Transfers Out	**310,426**	**206,614**	**169,200**	**164,000**
TOTAL EXPENDITURES	**$ 3,227,636**	**$ 3,071,921**	**$ 2,882,600**	**$ 3,106,636**
Fitness Center Fund Net Revenue	-	-	-	-
Beginning Fund Balance	-	-	-	-
Ending Fund Balance	**$ -**	**$ -**	**$ -**	**$ -**

Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

Fitness Center

DEPARTMENT STAFFING

Full-time Equivalent Positions	FTE 2022-23	FTE 2023-24	Proposed 2024-25	Increase (Decrease)
Community Services Director	-	0.25	0.25	-
Recreation & Fitness Center Director	0.50	-	-	-
Fitness Center Superintendent	-	1.00	1.00	-
Aquatics/Head Swim Coach	1.00	1.00	1.00	-
Aquatics Manager	1.00	1.00	1.00	-
Fitness Center Program Manager	1.00	1.00	1.00	-
Fitness Center Office Manager	1.00	1.00	1.00	-
Administrative Assistant	-	-	0.25	0.25
Part-Time Positions (Multiple Titles)	35.72	35.22	35.22	-
Total Fitness Center Positions	**40.22**	**40.47**	**40.72**	**0.25**

STAFFING NOTES

3) Propose changing a full time posision Administrative Assistant in lieu of a current part time position in the Senior Center. This position will be allocated 75% to Seniors and 25% to Fitness Center.



Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

PARC Tax Fund

FUND SUMMARY

The PARC tax fund collects and expends funds received from the City's Parks, Arts, Recreation, and Culture (PARC) sales and use tax option. The state of Utah allows cities to impose a sales and use tax for the purpose of enhancing public financial support of publicly owned and operated recreational and zoological facilities, and botanical, cultural, and zoological organizations owned or operated by institutions or private nonprofit organizations. The one-tenth of one percent sales tax collected by businesses within American Fork is accounted for in this fund, along with grants awarded by the City Council upon recommendation by the PARC tax board.

DEPARTMENT BUDGET

Description	Actual 2022-23	Estimated 2023-24	Approved 2023-24	Proposed 2024-25
REVENUES				
Operating and Capital Revenues				
Sales Tax	$ 1,662,614	$ 1,654,471	$ 1,450,000	$ 1,550,000
Grants Returned	-	30,805	-	-
Interest Earnings	26,293	59,029	3,500	15,000
Total Operating and Capital Revenues	**1,688,907**	**1,744,305**	**1,453,500**	**1,565,000**
TOTAL REVENUES	**$ 1,688,907**	**$ 1,744,305**	**$ 1,453,500**	**$ 1,565,000**
EXPENDITURES				
Operating				
Administrative	$ 64	$ 21,750	$ 21,750	$ 23,250
Parks and Recreation	1,149,557	697,000	350,000	350,000
Friends of American Fork Library	58,964	29,097	-	-
American Fork Library	40,652	18,000	-	-
Timpanogos Arts Foundation	284,500	245,000	-	-
Harrington Center for the Arts	179,160	149,507	-	-
Wasatch Music Alliance	53,286	45,000	-	-
Alpine Community Theater	-	14,946	-	-
Fox Hollow Golf Course	-	16,250	-	-
Live AF	23,650	22,000		
Other Grants	46,011	7,000	1,268,395	1,500,000
Admin Charge-General Fund	7,794	-	-	-
Total Operating Expenditures	**1,843,638**	**1,265,550**	**1,640,145**	**1,873,250**
Transfers Out				
Transfer to General Fund	-	37,000	37,000	77,500
Total Transfers Out	**-**	**37,000**	**37,000**	**77,500**
TOTAL EXPENDITURES	**$ 1,843,638**	**1,302,550**	**$ 1,677,145**	**1,950,750**
PARC Tax Fund Net Revenue	(154,731)	441,755	(223,645)	(385,750)
Beginning Fund Balance	390,030	235,299	235,299	677,054
Ending Fund Balance	**$ 235,299**	**$ 677,054**	**$ 11,654**	**291,304**

Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

Celebration Fund

FUND SUMMARY

The Celebration fund was initially created to track the revenues and expenditures associated with the City's annual American Fork Steel Days celebration. In fiscal year 2018, the City entered into a contract with the American Fork Chamber of Commerce to run the majority of Steel Days events. The City now has a limited number of responsibilities regarding the yearly event.

DEPARTMENT BUDGET

Description	Actual 2022-23	Estimated 2023-24	Approved 2023-24	Proposed 2024-25
REVENUES				
Operating and Capital Revenues				
Contributions/Donations	$ 43	$ 9,244	$ -	$ -
Other Event Income	10,739	10,067	2,500	-
Total Operating and Capital Revenues	**10,782**	**19,311**	**2,500**	**-**
Transfers In				
Transfer From General Fund	27,260	28,816	27,500	35,000
Total Transfers In	**27,260**	**28,816**	**27,500**	**35,000**
TOTAL REVENUES	**$ 38,042**	**$ 48,127**	**$ 30,000**	**$ 35,000**
EXPENDITURES				
Operating				
Supplies/Equipment	915	11,483	-	10,000
Carnival	14,810	11,644	-	-
Miss American Fork Pageant	2,737	5,000	10,000	5,000
Steel Days Contract	19,580	20,000	20,000	20,000
Total Operating Expenditures	**38,042**	**48,127**	**30,000**	**35,000**
TOTAL EXPENDITURES	**$ 38,042**	**$ 48,127**	**$ 30,000**	**$ 35,000**
Celebration Fund Net Revenue	-	-	-	-
Beginning Fund Balance	-	-	-	-
Ending Fund Balance	**$ -**	**$ -**	**$ -**	**$ -**



Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

RDA - Downtown Redevelopment Fund

FUND SUMMARY

The Downtown Redevelopment fund is used to enhance and promote the City's core downtown area and to account for one small business revolving loan issued by the City that is still outstanding.

DEPARTMENT BUDGET

Description	Actual 2022-23	Estimated 2023-24	Approved 2023-24	Proposed 2024-25
REVENUES				
Operating and Capital Revenues				
Miscellaneous	$ 1,194	$ -	$ -	$ -
Interest Revenue	3,089	4,181	500	500
Total Operating and Capital Revenues	**4,283**	**4,181**	**500**	**500**
TOTAL REVENUES	**$ 4,283**	**$ 4,181**	**$ 500**	**$ 500**
EXPENDITURES				
Operating				
Professional & Technical	-	-	101,509	80,699
Total Operating Expenses	**-**	**-**	**101,509**	**80,699**
TOTAL EXPENDITURES	**$ -**	**$ -**	**$ 101,509**	**$ 80,699**
Downtown Redevelopment Net Revenue	4,283	4,181	(101,009)	(80,199)
Beginning Fund Balance	96,735	101,018	101,018	105,199
Ending Fund Balance	**$ 101,018**	**$ 105,199**	**$ 9**	**$ 25,000**



Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

RDA-East Side Redevelopment Agency Fund

FUND SUMMARY

The East Side RDA fund (also known as the East Main RDA fund) was created to account for the revenues and expenditures for the East Main RDA project area created December 1992. The goal of the East Main RDA project area is to incentivize the commercial and industrial development of several blocks along Main Street in American Fork where conditions of blight were determined to be present. The fund will continue to receive "haircut" monies until 2025.

DEPARTMENT BUDGET

Description	Actual 2022-23	Estimated 2023-24	Approved 2023-24	Proposed 2024-25
REVENUES				
Operating and Capital Revenues				
Haircut-East Side	$ 51,520	$ 69,519	$ 44,081	$ 50,000
Interest Earnings	5,734	10,472	1,000	1,000
Total Operating and Capital Revenues	**57,254**	**79,991**	**45,081**	**51,000**
TOTAL REVENUES	**$ 57,254**	**$ 79,991**	**$ 45,081**	**$ 51,000**
EXPENDITURES				
Operating				
Haircut Expenditures	$ -	$ -	$ 45,081	$ 51,000
Total Operating Expenses	**-**	**-**	**45,081**	**51,000**
TOTAL EXPENDITURES	**$ -**	**$ -**	**$ 45,081**	**$ 51,000**
East Side RDA Fund Net Revenue	57,254	79,991	-	-
Beginning Fund Balance	149,163	206,417	206,417	286,408
Ending Fund Balance	**$ 206,417**	**$ 286,408**	**$ 206,417**	**$ 286,408**



Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

RDA-Business Park Redevelopment Fund

FUND SUMMARY

The Business Park RDA fund (also known as the North Valley RDA fund) was created to account for the revenues and expenditures of the North Valley RDA Project Area created September 1987. The goal of the North Valley RDA project area is to incentivize the commercial and industrial development along I-15 in American Fork. The fund will receive tax increment revenue through fiscal year 2019, and haircut monies through fiscal year 2026.

DEPARTMENT BUDGET

Description	Actual 2022-23	Estimated 2023-24	Approved 2023-24	Proposed 2024-25
REVENUES				
Operating and Capital Revenues				
Haircut	$ 275,128	$ 373,628	$ 320,943	$ 350,000
Interest Earnings	90,154	148,018	30,000	30,000
Total Operating and Capital Revenues	**365,282**	**521,646**	**350,943**	**380,000**
TOTAL REVENUES	**$ 365,282**	**$ 521,646**	**$ 350,943**	**$ 380,000**
EXPENDITURES				
Operating and Capital Revenues				
Haircut Expenditures	-	-	350,943	380,000
	-	-	**350,943**	**380,000**
TOTAL EXPENDITURES	**$ -**	**$ -**	**$ 350,943**	**$ 380,000**
Business Park RDA Fund Net Revenue	365,282	521,646	-	-
Beginning Fund Balance	2,682,685	3,047,967	3,047,967	3,569,613
Ending Fund Balance	**$ 3,047,967**	**$ 3,569,613**	**$ 3,047,967**	**$ 3,569,613**



Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

EDA-Egg Farm Economic Development Area

FUND SUMMARY

The Egg Farm EDA Fund was created to account for the revenues and expenditures of the Egg Farm EDA project area created in September 2000. The goal of the Egg Farm EDA project area is to incentivize the commercial and industrial development of a former chicken farm in American Fork City. The fund will receive tax increment revenue through fiscal year 2028, depending on when minimum tax increment levels are reached. It is important to note that 20 percent of tax increment received must go towards affordable housing projects in the state of Utah.

DEPARTMENT BUDGET

Description	Actual 2022-23	Estimated 2023-24	Approved 2023-24	Proposed 2024-25
REVENUES				
Operating and Capital Revenues				
Tax Increment	$ 761,298	$ 808,800	$ 622,406	$ 800,000
Tax Increment - Housing	190,325	202,200	155,602	200,000
Interest Earnings	83,080	42,006	10,000	10,000
Total Operating and Capital Revenues	**1,034,703**	**1,053,006**	**788,008**	**1,010,000**
TOTAL REVENUES	**$ 1,034,703**	**$ 1,053,006**	**$ 788,008**	**$ 1,010,000**
EXPENDITURES				
Operating				
Administrative Expenses	$ 15,071	$ 24,285	$ 23,593	$ 31,342
Total Operating Expenses	**15,071**	**24,285**	**23,593**	**31,342**
Capital				
Storm Drain Improvements	-	-	589,671	589,671
Widening of 1500 South	-	20,950	1,174,918	1,325,141
Widening of 1100 South	368,490	79,649	770,470	2,247,379
Total Capital Expenditures	**368,490**	**100,599**	**2,535,059**	**4,162,191**
Transfers Out				
Transfer to General Fund	35,617	15,807	15,807	-
Transfer to Culinary Water Fund	202,470	202,200	155,602	200,000
Total Transfers Out	**238,087**	**218,007**	**171,409**	**200,000**
TOTAL EXPENDITURES	**$ 621,648**	**$ 342,891**	**$ 2,730,061**	**$ 4,393,533**
Egg Farm EDA Fund Net Revenue	413,055	710,115	(1,942,053)	(3,383,533)
Beginning Fund Balance	2,260,363	2,673,418	2,673,418	3,383,533
Ending Fund Balance	**$ 2,673,418**	**$ 3,383,533**	**$ 731,365**	**$ -**



Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

CRA-Patriot Station Community Reinvestment Area

FUND SUMMARY

The Patriot Station CRA Project Area Plan was drafted in October 2018 to define the method and means of transit oriented development (TOD) around the vicinity of the American Fork FrontRunner Station. Future development within the Project Area includes proposed high and medium density multi-family housing and the creation of space for offices and commercial businesses, including numerous infrastructure and improvements to capture the vision and density of the anticipated transit oriented development.

DEPARTMENT BUDGET

Description	Actual 2022-23	Estimated 2023-24	Approved 2023-24	Proposed 2024-25
REVENUES				
Operating and Capital Revenues				
Tax Increment	$ -	$ 1,338,025	$ 1,271,800	$ 977,497
Tax Increment - Housing	-	949,026	354,162	260,666
Tax Increment - Administration	-	253,074	85,577	65,166
Interest Earnings	972,268	63,268	300,000	500,000
Debt Proceeds	31,736,067	-	-	-
Total Operating and Capital Revenues	**32,708,335**	**2,603,393**	**2,011,539**	**1,803,329**
Transfers In				
Transfer From General Fund	2,009,321	-	-	-
Total Transfers In	**2,009,321**	**-**	**-**	**-**
TOTAL REVENUES	**$ 34,717,656**	**$ 2,603,393**	**$ 2,011,539**	**$ 1,803,329**
EXPENDITURES				
Operating				
Administrative Expenses	$ -	$ 63,268	$ 85,577	$ 65,166
Low/Moderate Income Housing	-	253,074	354,162	260,666
Total Operating Expenses	**-**	**316,342**	**439,739**	**325,832**
Capital				
200 South Improvements	180,026	2,707,624	28,251,000	25,677,254
Total Capital Expenditures	**180,026**	**2,707,624**	**28,251,000**	**25,677,254**
Debt Service				
2022 Redevelopment Bonds	2,009,321	2,008,850	2,008,850	2,010,600
Trustee Fees	-	2,000	1,500	2,000
Cost of Issuance	267,750	-	-	-
Total Debt Service Expenditures	**2,277,071**	**2,010,850**	**2,010,350**	**2,012,600**
Transfers Out				
Transfer to General Capital Projects Fund	309,485	-	-	-
Transfer to Road Impact Fee Fund	492,656	-	-	-
Transfer to Culinary Water Impact Fee Fun	63,960	-	-	-
Transfer to PI Impact Fee Fund	46,573	-	-	-
Transfer to Sewer Impact Fee Fund	59,921	-	-	-
Transfer to Storm Drain Impact Fee Fund	67,576	-	-	-
Total Transfers Out	**1,040,171**	**-**	**-**	**-**
TOTAL EXPENDITURES	**$ 3,497,268**	**$ 5,034,816**	**$ 30,701,089**	**$ 28,015,686**
Patriot Station CRA Fund Net Revenue	31,220,388	(2,431,423)	(28,689,550)	(26,212,357)
Beginning Fund Balance	(201,298)	31,019,090	31,019,090	28,587,667
Ending Fund Balance	**$ 31,019,090**	**$ 28,587,667**	**$ 2,329,540**	**$ 2,375,310**

Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

Debt Service Fund

FUND SUMMARY

The Debt Service Fund is used to account for the accumulation of resources for, and the payment of, long-term debt principal, interest, and related costs for the governmental funds (excluding enterprise and internal service fund debt).

DEPARTMENT BUDGET

Description	Actual 2022-23	Estimated 2023-24	Approved 2023-24	Proposed 2024-25
REVENUES				
Operating and Capital Revenues				
Property Tax	$ 582,388	$ 580,388	$ 580,388	$ 582,638
PARC Tax Grant	350,000	350,000	350,000	350,000
Interest Earnings	20,773	3,500	3,500	3,500
Total Operating and Capital Revenues	**953,161**	**933,888**	**933,888**	**936,138**
Transfers In				
Transfer From Park Impact Fund	119,064	120,147	120,147	117,835
Transfer from Fire Impact Fees Fund	320,313	319,213	319,213	419,499
Transfer from Police Impact Fees Fund	262,075	261,175	261,175	163,139
Total Transfers In	**701,452**	**700,535**	**700,535**	**700,473**
TOTAL REVENUES	**$ 1,654,613**	**$ 1,634,423**	**$ 1,634,423**	**$ 1,636,611**
EXPENDITURES				
Debt Service				
2020 General Obligation Bonds	582,388	580,388	580,388	582,638
2018 Sales Tax Revenue Bonds	469,064	470,147	470,147	467,835
Trustee Fees	2,000	2,000	2,000	2,000
Total Debt Service Expenditures	**1,053,452**	**1,052,535**	**1,052,535**	**1,052,473**
Transfers Out				
Transfer to Capital Projects Fund	582,388	580,388	580,388	582,638
Total Transfers Out	**582,388**	**580,388**	**580,388**	**582,638**
TOTAL EXPENDITURES	**$ 1,635,840**	**$ 1,632,923**	**$ 1,632,923**	**$ 1,635,111**
Debt Service Fund Net Revenue	18,773	1,500	1,500	1,500
Beginning Fund Balance	347,838	366,611	366,611	368,111
Ending Fund Balance	**$ 366,611**	**$ 368,111**	**$ 368,111**	**$ 369,611**

Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

General Capital Projects Fund

FUND SUMMARY

The General Capital Projects Fund accounts for financial resources to be used for the acquisition of major capital facilities (other than those financed by enterprise or internal service fund activities). This fund does not account for projects accounted for with impact fees which are accounted for in separate impact fee funds.

DEPARTMENT BUDGET

Description	Actual 2022-23	Estimated 2023-24	Approved 2023-24	Proposed 2024-25
REVENUES				
Operating and Capital Revenues				
Property Tax	$ 1,357,125	$ 750,000	$ 600,000	$ -
Sales Tax	1,309,109	1,631,276	1,100,000	-
Class C Road Funds	1,542,742	1,539,682	1,400,000	-
Cemetery Lot Sales	80,000	71,467	52,000	56,000
Grants-PARC Tax	840,209	365,000	-	-
Grants-Boat Harbor	-	-	2,792,343	3,200,000
Grants-MAG	-	-	3,652,528	3,652,528
Grants-Utah DOT	-	-	1,461,503	50,000
Lease Revenue	-	408,283	236,113	189,497
Donations	-	60,000	-	-
Interest Earnings	489,235	955,598	50,000	200,000
Total Operating and Capital Revenues	**5,618,420**	**5,781,306**	**11,344,487**	**7,348,025**
Transfers In				
Transfer From General Fund	2,331,736	4,634,275	382,650	184,597
Transfer From Fitness Center	230,652	181,614	144,200	-
Transfer From Park Impact Fee Fund	-	-	120,942	114,000
Transfer from Patriot Station CRA	309,485	-	-	-
Transfer From Debt Service Fund	582,388	580,388	580,388	582,638
Total Transfers In	**3,454,261**	**5,396,277**	**1,228,180**	**881,235**
TOTAL REVENUES	**$ 9,072,681**	**$ 11,177,583**	**$ 12,572,667**	**$ 8,229,260**
EXPENDITURES				
Capital Expenditures				
Broadband				
Fiber Design and Materials	13,589	7,323,106	8,960,000	-
Total Broadband	**13,589**	**7,323,106**	**8,960,000**	**-**
Cemetery				
Expansion	-	-	52,000	46,000
General Improvements	11,860	10,000	10,000	10,000
Rooftop Units Replacement	-	10,000	22,000	-
Total Cemetery	**11,860**	**20,000**	**84,000**	**56,000**

(continued on next page)

Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

General Capital Projects Fund

DEPARTMENT BUDGET

Description	Actual 2022-23	Estimated 2023-24	Approved 2023-24	Proposed 2024-25
EXPENDITURES				
Streets				
Pavement Management Plan	498,686	4,671,403	8,934,000	-
Mineral Bond/Chip Seal	162,497	-	1,310,000	-
Overlay	27,138	3,312,476	1,680,337	-
Sidewalks	-	180,869	310,000	50,000
700 N Connection	55,466	74,492	1,461,503	-
ADA/Sidewalk Improvements	-	-	200,000	-
36" Waterline (Road Portion)	-	-	130,636	-
Transit Loop Feasibility	-	-	88,488	-
Traffic Calming	-	-	10,000	10,000
Striping & Signage	-	50,000	-	-
Street Lighting Upgrades	-	-	50,000	25,000
Total Streets	**743,787**	**8,289,240**	**14,174,964**	**85,000**
Parks & PARC				
200 South Bike/Pedestrian Path	-	-	3,652,528	3,652,528
Art Dye Infield	-	15,000	20,000	-
Boat Harbor Improvements	-	293,460	2,913,285	3,200,000
Dog Park	1,567	60,000	-	-
Fox Hollow Subsidy	230,000	240,000	240,000	240,000
General Improvements	-	-	-	15,000
Irrigation Filters	-	72,103	-	-
Park Improvements	23,513	-	20,000	-
Parking Lot Maintenance	16,219	-	16,000	17,000
Pickleball Resurfacing	23,890	-	6,500	7,000
Playground Replacement	-	-	100,000	120,000
Restroom Upgrades	12,267	-	5,000	9,000
Rockscape	5,349	-	7,000	7,000
Rotary Park Field Lights	-	-	-	225,000
Sidewalk Replacement	7,000	7,500	6,500	-
Skate Park Repairs	-	21,500	-	-
Sprinkler Automation	40,168	-	8,000	-
Trail Maintenance	-	-	13,800	8,000
PARC-Art Dye Dog Park	66,545	-	-	-
PARC-Art Dye Trailhead Restroom	-	244,966	252,800	-
PARC-Bike Rack Program	-	4,589	5,000	-
PARC-Disc Golf Course	-	-	-	18,000
PARC-Greenwood Park Playground	-	95,568	99,492	-
PARC-Greenwood Park Restroom	-	124,153	124,000	-
PARC-Hindley Park Restroom	-	155,521	156,000	-
PARC-Kimberly Park Playground	-	-	-	74,000

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Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

General Capital Projects Fund

DEPARTMENT BUDGET

Description	Actual 2022-23	Estimated 2023-24	Approved 2023-24	Proposed 2024-25
EXPENDITURES				
Parks & PARC (continued)				
PARC-Library Balcony Arts	-	8,150	-	-
PARC-Library Expansion	10,812	-	-	-
PARC-Library Learning Center	12,604	7,206	7,096	-
PARC-Library Teen Zone	4,349	-	-	18,000
PARC-Miller Park Playground	-	87,658	93,265	-
PARC-Monarch Park Improvements	-	-	-	30,000
PARC-Park Amenities	-	1,544	20,000	-
PARC-Pickleball Courts	-	429,764	412,500	-
PARC-Playground Enhancements	50,000	-	-	-
PARC-Pool Features	-	-	20,020	-
PARC-Pool Shade Structure	-	27,395	28,300	-
PARC-Rotary Field Lights	-	-	-	225,000
PARC-Rotary Park Basketball Court	-	46,323	49,000	-
Total Parks & PARC	**504,283**	**1,942,400**	**8,276,086**	**7,865,528**
Fitness Center				
Boiler Room Door	-	7,000	7,000	-
Bubble Door Replacement	71,529	-	-	-
Comp Pool UV Replacement	-	-	-	55,000
Facility Paint and Flooring	33,899	5,000	-	-
Fitness Center Renovations	79,371	-	-	-
HVAC Units/Water Heater/Boiler	-	89,235	78,200	25,000
Lighting Upgrades	-	10,000	10,000	6,000
Locker Room Improvements	32,000	-	-	-
Pool Deck Drain Replacement	13,853	-	-	15,000
Pool Deck Resurfacing	-	20,000	20,000	10,000
Raquetball Court Resurfacing	-	2,554	6,000	-
Revolving Door Replacement	-	-	-	3,000
Spa UV Replacement	-	22,825	23,000	-
Sand Filter	-	25,000	-	-
Spin Room Remodel	(1,567)	-	-	-
Total Fitness Center	**229,085**	**181,614**	**144,200**	**114,000**
Building & Grounds				
Boiler Replacements	121,740	-	-	-
Engineering Basement Remodel	45,540	2,539	27,460	-
Facility Improvements-Administration	7,657	-	30,000	-
Facility Improvements-Legion Hall	-	10,000	10,000	-
Facility Improvements-Library	-	30,000	10,000	-
Facility Improvements-Police	-	-	236,113	443,731

(continued on next page)

Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

General Capital Projects Fund

DEPARTMENT BUDGET

Description	Actual 2022-23	Estimated 2023-24	Approved 2023-24	Proposed 2024-25
EXPENDITURES				
Building & Grounds				
Facility Improvements-Public Works	6,679	-	3,321	-
Facility Improvements-Senior Center	7,320	52,844	45,000	-
Facility Paint and Flooring-Engineering	-	40,491	40,000	-
Facility Paint and Flooring-Library	28,737	-	-	-
HVAC System Replacements	30,441	36,000	-	-
Lighting Upgrades	15,535	10,000	10,000	10,000
Parking Lot Maintenance	-	-	-	15,000
Public Works Garage Doors	-	-	-	5,000
Roof Replacement-Fire	67,952	-	-	-
Roof Replacement-Library	71,755	-	-	-
Roof Replacement-Police	-	111,832	100,000	-
Sidewalk Replacement-Library	-	10,000	10,000	-
Sidewalk Replacement-Police	-	10,000	10,000	-
Space Heater - Public Works Yard	-	-	-	-
Technology Upgrade-City Hall	-	50,000	-	-
Truck Washout Extension	-	-	25,000	-
Water Heater Replacements	-	35,000	-	-
Total Building & Grounds	**403,356**	**398,706**	**556,894**	**473,731**
Other				
Electronic Billboard	-	-	-	400,000
Downtown Revitalization	-	-	-	1,500,000
Total Other	**-**	**-**	**-**	**1,900,000**
Total Capital Expenditures	**1,905,960**	**18,155,066**	**32,196,144**	**10,494,259**
TOTAL EXPENDITURES	**$ 1,905,960**	**$ 18,155,066**	**$ 32,196,144**	**$ 10,494,259**
Debt Service Fund Net Revenue	7,166,721	(6,977,483)	(19,623,477)	(2,264,999)
Beginning Fund Balance	17,408,112	24,574,833	24,574,833	17,597,350
Ending Fund Balance	**$ 24,574,833**	**$ 17,597,350**	**$ 4,951,356**	**$ 15,332,351**

Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

Roads Capital Projects Fund

FUND SUMMARY

The Road Capital Projects Fund accounts dedicated funding for transportation purposes to be used for the improvements of city roads. This fund does not account for projects accounted for with impact fees which are accounted for in separate impact fee funds.

DEPARTMENT BUDGET

Description	Actual 2022-23	Estimated 2023-24	Approved 2023-24	Proposed 2024-25
REVENUES				
Operating and Capital Revenues				
Property Tax	$ -	$ -	$ -	$ 500,000
Sales Tax	-	-	-	1,700,000
Class C Road Funds	-	-	-	1,300,000
Grants-Utah DOT	-	-	-	1,300,488
Total Operating and Capital Revenues	**-**	**-**	**-**	**4,800,488**
Transfers In				
Transfer From General Fund	-	-	-	26,000
Total Transfers In	**-**	**-**	**-**	**26,000**
TOTAL REVENUES	**$ -**	**$ -**	**$ -**	**$ 4,826,488**
EXPENDITURES				
Streets				
Pavement Management Plan	$ -	$ -	$ -	$ 3,435,657
Sidewalks	-	-	-	64,343
700 N Connection	-	-	-	1,138,000
Safe Route to Schools	-	-	-	100,000
Transit Loop Feasibility	-	-	-	88,488
Total Streets	**-**	**-**	**-**	**4,826,488**
Total Capital Expenditures	**-**	**-**	**-**	**4,826,488**
TOTAL EXPENDITURES	**$ -**	**$ -**	**$ -**	**$ 4,826,488**
Debt Service Fund Net Revenue	-	-	-	-
Beginning Fund Balance	-	-	-	-
Ending Fund Balance	**$ -**	**$ -**	**$ -**	**$ -**

Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

Bond Capital Projects Fund

FUND SUMMARY

The Bond Capital Projects Fund accounts for financial resources received by bond proceeds to be used for the acquisition of major capital facilities (other than those financed by enterprise or internal service fund activities).

DEPARTMENT BUDGET

Description	Actual 2022-23	Estimated 2023-24	Approved 2023-24	Proposed 2024-25
REVENUES				
Operating and Capital Revenues				
Interest Earnings	$ 28,378	$ 24,675	$ -	$ -
Total Operating and Capital Revenues	**28,378**	**24,675**	**-**	**-**
Transfers In				
Transfer From Fire Impact Fees Fund	-	1,445,608	1,306,546	-
Transfer From Police Impact Fees Fund	-	560,866	1,493,520	-
Total Transfers In	**-**	**2,006,474**	**2,800,066**	**-**
TOTAL REVENUES	**$ 28,378**	**$ 2,031,149**	**$ 2,800,066**	**$ -**
EXPENDITURES				
Capital Expenditures				
Fire Station 52	6,673,597	2,723,280	3,628,512	-
Cost of Issuance/Bond Fees	-	-	-	-
Total Capital Expenditures	**6,673,597**	**2,723,280**	**3,628,512**	**-**
TOTAL EXPENDITURES	**$ 6,673,597**	**$ 2,723,280**	**$ 3,628,512**	**$ -**
Debt Service Fund Net Revenue	(6,645,219)	(692,131)	(828,446)	-
Beginning Fund Balance	7,360,688	715,469	715,469	23,338
Ending Fund Balance	**$ 715,469**	**$ 23,338**	**$ (112,977)**	**$ 23,338**



Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

Capital Equipment Fund

FUND SUMMARY

The capital equipment fund accounts for equipment purchases other than those purchased by enterprise or internal service fund activities.

DEPARTMENT BUDGET

Description	Actual 2022-23	Estimated 2023-24	Approved 2023-24	Proposed 2024-25
REVENUES				
Operating and Capital Revenues				
Sale of Capital Assets	$ 14,000	$ 10,000	$ -	$ -
Intergovernmental	263,634	33,478	-	-
Total Operating and Capital Revenues	**277,634**	**43,478**	**-**	**-**
Transfers In				
Transfer From General Fund	855,195	568,839	495,618	432,776
Transfer From Fitness Center	79,774	24,210	265,000	50,000
Total Transfers In	**934,969**	**593,049**	**760,618**	**482,776**
TOTAL REVENUES	**$ 1,212,603**	**$ 636,527**	**$ 760,618**	**$ 482,776**
EXPENDITURES				
Capital Expenditures				
Police				
Equipment, Radios & Tasers	$ 6,400	$ 9,600	$ 9,600	$ -
Fingerprinting Machine	-	-	-	9,300
Radio Replacement	-	239,747	242,324	-
Total Police	**6,400**	**249,347**	**251,924**	**9,300**
Fire				
Tech/Rescue Equipment	9,717	34,982	30,283	10,000
Radio Replacement	166,843	4,561	-	-
Thermal Cameras	-	-	-	-
Swat Medic Gear	-	-	-	15,000
Lucas CPR Devises	-	-	-	54,000
Stair Chairs	-	-	-	30,000
Other Equipment	333,013	21,664	18,000	6,262
Total Fire	**509,573**	**61,207**	**48,283**	**115,262**
Parks				
Mower Replacement	36,101	25,000	25,294	25,294
Equipment Shed	-	-	-	8,000
Playground Replacement	157,905	-	-	-
Park Furnishings	5,921	17,000	17,000	17,000
SDI Sprayer	-	-	-	-
Toolcat & Stump Grinder	-	61,571	68,000	-
Other Equipment	29,483	5,970	-	-
Dump Trailer	3,978	-	-	-
Total Parks	**233,388**	**109,541**	**110,294**	**50,294**

(continued on next page)

Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

Capital Equipment Fund

DEPARTMENT BUDGET

Description	Actual 2022-23	Estimated 2023-24	Approved 2023-24	Proposed 2024-25
Streets				
Trackhoe	$ 23,000	$ 23,000	$ 23,000	$ 16,400
Roller	-	-	-	-
Trailer	-	54,000	40,000	-
Loader	-	-	-	-
Chip Box	-	-	-	-
Mini-X	-	-	-	-
Tow Behind Air Compressor	27,668	-	-	-
Grader	108,300	-	-	-
Bobtail	94,105	69,800	70,895	75,000
Chip Roller	-	-	10,000	-
Total Streets	**253,073**	**146,800**	**143,895**	**91,400**
Cemetery				
Backhoe	9,614	9,518	9,620	85,000
Excavator Leases	11,380	11,703	11,380	13,584
Storage Unit	5,750	-	-	-
Mower	19,950	-	-	19,936
Total Cemetery	**46,694**	**21,221**	**21,000**	**118,520**
Fitness Center/Recreation				
Gymanstics Floor	24,900	24,210	-	-
Pool Slide Replacement	-	-	-	30,000
Fitness Equipment	54,874	-	25,000	20,000
Field Painting Equipment	-	-	-	18,000
Pitching Mounds/Utility Carts	9,045	-	-	-
Soccer Goals	-	4,201	6,000	-
Recreation Storage Unit	3,560	-	-	-
Total Fitness Center/Recreation	**92,379**	**28,411**	**31,000**	**68,000**
Other				
Holiday Decorations	11,210	20,000	15,000	30,000
Total Other	11,210	20,000	15,000	30,000
Total Capital Expenditures	**1,152,717**	**636,527**	**621,396**	**482,776**
TOTAL EXPENDITURES	**$ 1,152,717**	**$ 636,527**	**$ 621,396**	**$ 482,776**
Capital Equipment Fund Net Revenue	59,886	-	139,222	-
Beginning Fund Balance	21,009	80,895	80,895	80,895
Ending Fund Balance	**$ 80,895**	**$ 80,895**	**$ 220,117**	**$ 80,895**

Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

Park Impact Fees Fund

FUND SUMMARY

The Park Impact Fee Fund accounts for fees assessed to property developers for new land or park space that must be acquired to maintain the established park land level of service as a result of growth due to new property development. Each impact fee type is separated into its own fund for greater tracking and accountability.

DEPARTMENT BUDGET

Description	Actual 2022-23	Estimated 2023-24	Approved 2023-24	Proposed 2024-25
REVENUES				
Operating and Capital Revenues				
Impact Fees	$ 2,860,044	$ 1,082,467	$ 2,500,000	$ 1,500,000
Grants-MAG	-	-	592,000	592,000
Interest Earnings	186,152	364,052	30,000	50,000
Total Operating and Capital Revenues	**3,046,196**	**1,446,519**	**3,122,000**	**2,142,000**
TOTAL REVENUES	**$ 3,046,196**	**$ 1,446,519**	**$ 3,122,000**	**$ 2,142,000**
EXPENDITURES				
Operating				
Professional and Technical	12,918	282	40,282	11,895
Total Operating Expenditures	**12,918**	**282**	**40,282**	**11,895**
Capital				
Art Dye Improvements	951,065	-	-	25,000
Art Dye Trail	9,780	19,994	637,000	649,042
Slough Trail Design & Improvments	-	-	-	38,000
30 Acres Design & Improvements	-	-	-	82,000
Monarch Park Design & Improvements	-	-	-	57,000
Power Corridor Design & Improvements	-	-	-	39,000
Pump Track Design & Improvements	-	-	-	16,000
Disc Course Design & Improvements	-	-	-	24,000
Developer Reimbursement	131,664	-	-	-
Total Capital Expeditures	**1,092,509**	**19,994**	**637,000**	**930,042**
Transfers Out				
Transfer to Debt Service Fund	119,064	120,147	120,147	117,835
Transfer to Capital Projects Fund	-	-	120,942	-
Total Transfers Out	**119,064**	**120,147**	**241,089**	**117,835**
TOTAL EXPENDITURES	**$ 1,224,491**	**$ 140,423**	**$ 918,371**	**$ 1,059,772**
Park Impact Fee Fund Net Revenue	1,821,705	1,306,096	2,203,629	1,082,228
Beginning Fund Balance	14,701,166	16,522,871	16,522,871	17,828,967
Ending Fund Balance	**$ 16,522,871**	**$ 17,828,967**	**$ 18,726,500**	**$ 18,911,195**

Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

Road Impact Fees Fund

FUND SUMMARY

The Road Impact Fee Fund accounts for fees assessed to property developers to reimburse the city for the cost of developing new system capacity that allows new development to occur and allows for transportation level of service to be maintained. Each impact fee type is separated into its own fund for greater tracking and accountability.

DEPARTMENT BUDGET

Description	Actual 2022-23	Estimated 2023-24	Approved 2023-24	Proposed 2024-25
REVENUES				
Operating and Capital Revenues				
Impact Fees	$ 3,084,702	$ 1,166,245	$ 2,500,000	$ 1,500,000
Intergovernmental	-	-	1,300,000	1,744,750
Interest Earnings	235,701	346,197	50,000	30,000
Total Operating and Capital Revenues	**3,320,403**	**1,512,442**	**3,850,000**	**3,274,750**
Transfers In				
Transfer From Patriot Station CRA	492,656	-	-	-
Total Transfers In	**492,656**	**-**	**-**	**-**
TOTAL REVENUES	**$ 3,813,059**	**$ 1,512,442**	**$ 3,850,000**	**$ 3,274,750**
EXPENDITURES				
Operating				
Professional and Technical	21,138	29,815	90,000	63,609
Total Operating Expenditures	**21,138**	**29,815**	**90,000**	**63,609**
Capital				
700 N Grant Match	-	-	272,000	100,502
200 South Improvements	-	2,162	-	-
Traffic Signal-500 E Automall	-	-	-	-
Traffic Signal-620 S 600 E	11,145	430,374	426,155	-
Traffic Signal-900 W 500 N	-	-	-	-
400 S Connection to 500 E	-	-	-	750,000
300 W Pacific Dr Improvements	167	82,749	826,772	-
300 N 600 E Intersection	3,270	6,075	-	100,000
36" Water line (Street Widening)	-	-	1,440,776	-
Automall Dr Connection	201	56,420	130,000	1,028,500
Automall Dr Connection Sidepath	-	-	-	403,000
700 S Exention	-	-	-	500,000
I-15 Flyover Design	-	-	30,000	-
Art Dye Bridge	15,600	-	300,000	-
Roundabout-200 S 300 W	-	68,605	1,300,000	2,108,500
Roundabout-100 E 200 S	-	-	-	2,651,000
Property Purchase	1,805,712	1,887,917	1,500,000	-
Developer Reimbursement	1,427,090	-	1,500,000	1,000,000
Total Capital Expeditures	**3,263,185**	**2,534,302**	**7,725,703**	**8,641,502**
TOTAL EXPENDITURES	**$ 3,284,323**	**$ 2,564,117**	**$ 7,815,703**	**$ 8,705,111**
Road Impact Fee Fund Net Revenue	528,736	(1,051,675)	(3,965,703)	(5,430,361)
Beginning Fund Balance	7,476,218	8,004,954	8,004,954	6,953,279
Ending Fund Balance	**$ 8,004,954**	**$ 6,953,279**	**$ 4,039,251**	**$ 1,522,918**

Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

Fire Impact Fees Fund

FUND SUMMARY

The Fire Impact Fee Fund accounts for impact fees charged to new development to recover all or a portion of the costs of providing fire services to new development. Impact fees collected provide funding for essential public safety infrastructure needed by the City to handle the increase in calls that new growth will generate.

DEPARTMENT BUDGET

Description	Actual 2022-23	Estimated 2023-24	Approved 2023-24	Proposed 2024-25
REVENUES				
Operating and Capital Revenues				
Impact Fees	$ 419,143	$ 194,883	$ 350,000	$ 250,000
Interest Earnings	69,890	92,195	7,500	10,000
Total Operating and Capital Revenues	**489,033**	**287,078**	**357,500**	**260,000**
TOTAL REVENUES	**$ 489,033**	**$ 287,078**	**$ 357,500**	**$ 260,000**
EXPENDITURES				
Operating				
Professional and Technical	-	-	-	10,000
Total Operating Expenses	**-**	**-**	**-**	**10,000**
Capital				
Land Purchase	-	-	2,000,000	-
Station 53 Site Analysis	-	-	-	50,000
Total Capital Expenses	**-**	**-**	**2,000,000**	**50,000**
Transfers Out				
Transfer to Debt Service Fund	320,313	417,879	319,213	419,499
Transfer to Bond Capital Fund	-	1,445,608	1,306,546	
Transfer to Fleet Capital Fund	212,323	212,323	211,890	211,890
Total Transfers Out	**532,636**	**2,075,810**	**1,837,649**	**631,389**
TOTAL EXPENDITURES	**$ 532,636**	**$ 2,075,810**	**$ 3,837,649**	**$ 691,389**
Fire Impact Fee Fund Net Revenue	(43,603)	(1,788,732)	(3,480,149)	(431,389)
Beginning Fund Balance	2,037,067	1,993,464	1,993,464	204,732
Ending Fund Balance	**$ 1,993,464**	**$ 204,732**	**$ (1,486,685)**	**$ (226,657)**



Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

Police Impact Fees Fund

FUND SUMMARY

The Police Impact Fee Fund accounts for impact fees charged to new development to recover all or a portion of the costs of providing police services to new development. Impact fees collected provide funding for essential public safety infrastructure needed by the City to handle the increase in calls that new growth will generate.

DEPARTMENT BUDGET

Description	Actual 2022-23	Estimated 2023-24	Approved 2023-24	Proposed 2024-25
REVENUES				
Operating and Capital Revenues				
Impact Fees	$ 283,242	$ 136,308	$ 250,000	$ 100,000
Interest Earnings	77,436	112,930	20,000	10,000
Total Operating and Capital Revenues	**360,678**	**249,238**	**270,000**	**110,000**
TOTAL REVENUES	**$ 360,678**	**$ 249,238**	**$ 270,000**	**$ 110,000**
EXPENDITURES				
Capital				
Police Shooting Range	-	-	165,000	-
Evidence Building	100	-	300,000	300,000
Total Capital Expenses	**100**	**-**	**465,000**	**300,000**
Transfers Out				
Transfer to Debt Service Fund	262,075	162,509	261,175	163,139
Transfer to Bond Capital Projects	-	560,866	1,493,520	-
Total Transfers Out	**262,075**	**723,375**	**1,754,695**	**163,139**
TOTAL EXPENDITURES	**$ 262,175**	**$ 723,375**	**$ 2,219,695**	**$ 463,139**
Police Impact Fee Fund Net Revenue	98,503	(474,137)	(1,949,695)	(353,139)
Beginning Fund Balance	2,290,841	2,389,344	2,389,344	1,915,207
Ending Fund Balance	**$ 2,389,344**	**$ 1,915,207**	**$ 439,649**	**$ 1,562,068**



Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

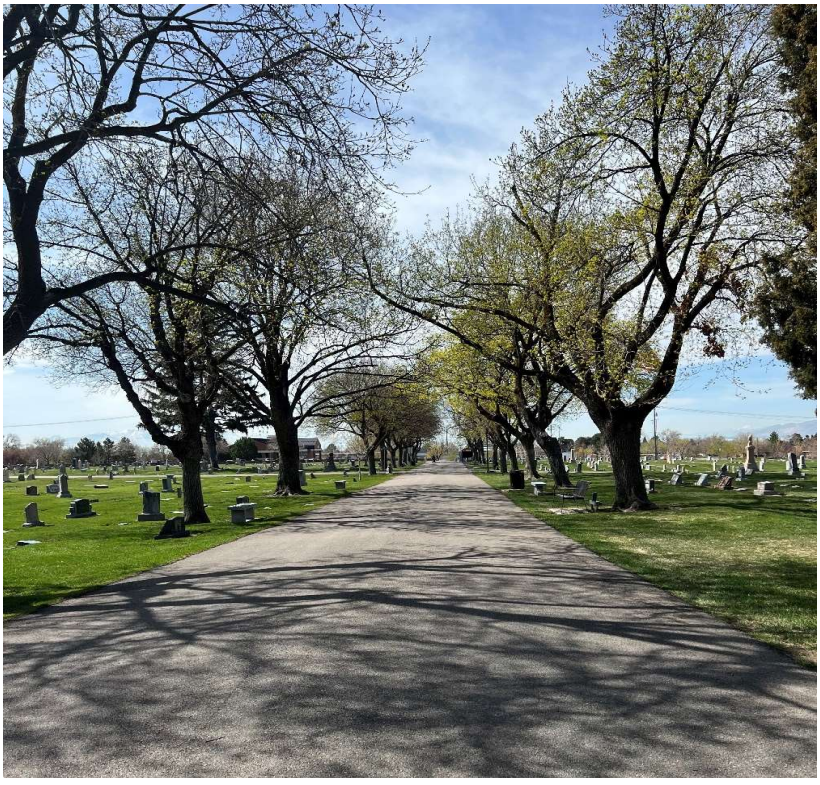
Perpetual Care Trust Fund

FUND SUMMARY

The Perpetual Care Trust Fund is a permanent fund used to hold and manage funds for the purpose of maintenance and upkeep of the City's cemetery. Revenues come from sales of graves and interest earnings. Interest earned on idle funds is transferred to the general fund to offset upkeep of the cemetery.

DEPARTMENT BUDGET

Description	Actual 2022-23	Estimated 2023-24	Approved 2023-24	Proposed 2024-25
REVENUES				
Operating and Capital Revenues				
Perpetual Care	$ 43,000	$ 40,000	$ 26,000	$ 28,000
Interest Earnings	21,260	39,045	2,000	5,000
Loan Payment-Lot Sales	52,600	47,333	32,500	35,000
Total Operating and Capital Revenues	**116,860**	**126,378**	**60,500**	**68,000**
TOTAL REVENUES	**$ 116,860**	**$ 126,378**	**$ 60,500**	**$ 68,000**
EXPENSES				
Transfers Out				
Transfer to General Fund	2,000	2,000	2,000	-
Total Transfers Out	**2,000**	**2,000**	**2,000**	**-**
TOTAL EXPENDITURES	**$ 2,000**	**$ 2,000**	**$ 2,000**	**$ -**
Perpetual Care Trust Net Revenue	114,860	124,378	58,500	68,000
Beginning Fund Balance	973,798	1,088,658	1,088,658	1,213,036
Ending Fund Balance	**$ 1,088,658**	**$ 1,213,036**	**$ 1,147,158**	**$ 1,281,036**



Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

Public Works - Culinary Water Fund

DEPARTMENT BUDGET

Description	Actual 2022-23	Estimated 2023-24	Approved 2023-24	Proposed 2024-25
REVENUES				
Operating and Capital Revenues				
Water Sales	$ 4,516,950	$ 4,764,444	$ 4,840,000	$ 4,944,000
CUP Water Fee	1,075,340	1,156,205	1,000,000	1,140,000
Connection Fee	222,051	168,232	200,000	200,000
Late Fee	194,867	248,898	170,000	200,000
Intergovernmental	750,000	450,000	450,000	350,000
Miscellaneous	70,932	51,594	50,000	50,000
Insurance Proceeds	-	10,107	-	-
Water Rights Review	33,732	5,667	-	-
Capital Projects Inspection	2,654	6,888	-	-
Interest Earnings	491,448	828,857	107,000	120,000
Credit Card Processing Fees	-	-	-	25,000
Developer Contributions	1,421,817	2,000,000	-	-
Loan Proceeds	-	-	-	-
Total Operating and Capital Revenues	**8,779,791**	**9,690,892**	**6,817,000**	**7,029,000**
Transfers In				
Transfer from Culinary Impact Fund	246,917	636,000	636,000	597,413
Transfer From Egg Farm EDA	202,470	202,200	155,602	200,000
Total Transfers In	**449,387**	**838,200**	**791,602**	**797,413**
TOTAL REVENUES	**$ 9,229,178**	**$ 10,529,092**	**$ 7,608,602**	**$ 7,826,413**
EXPENSES				
Personnel				
Salaries and Wages	$ 342,178	$ 370,534	$ 485,294	$ 508,595
Benefits	332,298	164,916	216,430	200,685
Total Personnel Expenses	**674,476**	**535,450**	**701,724**	**709,280**
Operating				
Subscriptions & Memberships	2,493	2,607	2,535	2,535
Education & Travel	2,766	4,882	5,000	4,550
Office Expense and Supplies	3,180	2,441	2,000	2,000
Equipment Supplies and Maintenance	43,084	11,423	20,000	23,000
Insurance	64,049	77,538	78,000	81,900
Utilities	82,936	60,869	200,000	200,000
Telephone	8,155	7,564	9,000	9,000
Professional and Technical	77,291	48,526	120,000	80,000
Clothing Allowance	2,035	4,239	2,240	2,520
Department Branding	-	1,599	280	315
Debris Hauling	3,691	16,834	5,000	10,000
Department Expense and Supplies	78,460	116,480	75,000	80,000
CUP-Water Assessment and Fees	508,029	917,388	870,000	920,000
Postage	13,972	12,861	16,000	15,000

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Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

Public Works - Culinary Water Fund

DEPARTMENT BUDGET

Description	Actual 2022-23	Estimated 2023-24	Approved 2023-24	Proposed 2024-25
EXPENSES				
Operating				
Credit Card/Bank Processing Fees	41,089	55,371	40,000	50,000
Land Lease	9,177	8,080	8,000	8,000
Meter Replacement	328,996	181,127	300,000	300,000
Department Technology	-	12,533	13,500	13,500
Depreciation	1,192,958	1,200,000	1,200,000	1,250,000
Admin Charge-General Fund	480,076	554,726	554,726	650,634
Admin Charge-Broadband	4,676	2,985	2,985	2,848
Internal Charges-Fleet Operations	21,904	26,968	20,500	24,500
Internal Charges-Fleet Capital	-	-	3,300	-
Internal Charges-Technology	31,959	11,216	11,216	8,775
Total Operating Expenses	**3,000,976**	**3,338,257**	**3,559,282**	**3,739,077**
Capital				
Equipment	-	-	5,000	16,400
Backhoe Lease	-	-	26,500	-
Water Line Repair Projects	60,211	928,859	-	335,333
Water Line Replacement-Streets Projects	-	-	-	1,634,501
Water Line Replacement-Emergency	-	442,102	500,000	500,000
Water Line Replacement-CDBG	-	512,951	897,298	761,685
Meters-AMI Reading Equipment	-	840,000	840,000	-
Fire Hydrants	33,741	15,256	40,000	40,000
36" Water Line Replacement	63,960	6,554,222	5,680,088	-
Main & State - 1100 E Utility Betterments	-	-	-	-
UDOT Betterment - State Street	-	3,513,535	1,500,000	1,450,000
Water Main Replacement - State Street	-	-	-	-
100 E Water Improvements	-	2,734,155	2,700,000	2,700,000
Boley Well	-	-	-	300,000
Hospital Well	-	-	-	-
Race Track Well	-	-	800,000	800,000
Lower Tank Xeroscape	7,500	-	42,500	-
Valve Replacement Program	-	51,400	300,000	50,000
Covered Parking for Yard	-	-	10,000	-
Total Capital Expenses	**165,412**	**15,592,480**	**13,341,386**	**8,587,919**
Debt Service				
2020 Waterline Bonds	104,161	848,000	848,000	796,550
Cost of Issuance/Bond Fees	2,000	2,000	2,000	2,000
Total Debt Service	**106,161**	**850,000**	**850,000**	**798,550**
TOTAL EXPENSES	**$ 3,947,025**	**$ 20,316,187**	**$ 18,452,392**	**$ 13,834,826**
Culinary Water Fund Net Revenue	5,282,153	(9,787,095)	(10,843,790)	(6,008,413)
Beginning Available Fund Balance	11,218,677	16,500,830	16,500,830	6,713,735
Ending Available Fund Balance	**$ 16,500,830**	**$ 6,713,735**	**$ 5,657,040**	**705,322**

Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

Public Works - Culinary Water Fund

DEPARTMENT STAFFING

Full-time Equivalent Positions	FTE 2022-23	FTE 2023-24	Proposed 2024-25	Increase (Decrease)
Assistant Public Works Director	0.25	0.25	0.25	-
Water Superintendent	0.70	0.70	0.70	-
Water System Lead Operator	0.70	0.70	0.70	-
Water System Technicians	3.50	3.50	3.50	-
Water System Specialist	0.70	0.70	0.70	-
Bluestake Technician	0.25	0.25	0.25	-
Public Infrastructure Manager	0.25	0.25	0.25	-
Water Meter Specialist	1.00	1.00	1.00	-
Total Culinary Water Positions	**7.10**	**7.35**	**7.35**	**-**



Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

Culinary Water Impact Fees Fund

DEPARTMENT BUDGET

Description	Actual 2022-23	Estimated 2023-24	Approved 2023-24	Proposed 2024-25
REVENUES				
Operating and Capital Revenues				
Impact Fees	$ 1,248,426	$ 1,213,855	$ 1,000,000	$ 800,000
Interest Earnings	136,291	231,874	20,000	20,000
Total Operating and Capital Revenues	**1,384,717**	**1,445,729**	**1,020,000**	**820,000**
Transfers In				
Transfer From Patriot Station CRA	63,960	-	-	-
Total Transfers In	**63,960**	**-**	**-**	**-**
TOTAL REVENUES	**$ 1,448,677**	**$ 1,445,729**	**$ 1,020,000**	**$ 820,000**
EXPENSES				
Operating				
Professional and Technical	7,464	19,721	17,009	16,068
Total Operating Expenses	**7,464**	**19,721**	**17,009**	**16,068**
Capital				
36" Water Line	-	-	-	-
42" Water Line	-	-	-	200,000
TOD Well	-	-	-	1,000,000
Developer Reimbursement	240,392	-	500,000	500,000
Total Capital Expenses	**240,392**	**-**	**500,000**	**1,700,000**
Transfers Out				
Transfer to Culinary Water	246,917	735,822	736,000	597,413
Total Transfers Out	**246,917**	**735,822**	**736,000**	**597,413**
TOTAL EXPENSES	**$ 494,773**	**755,543**	**1,253,009**	**2,313,481**
Culinary Water Impact Net Revenue	953,904	690,186	(233,009)	(1,493,481)
Beginning Fund Balance	3,828,845	4,782,749	4,782,749	5,472,935
Ending Fund Balance	**$ 4,782,749**	**$ 5,472,935**	**4,549,740**	**3,979,454**



Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

Public Works - Pressurized Irrigation Fund

DEPARTMENT BUDGET

Description	Actual 2022-23	Estimated 2023-24	Approved 2023-24	Proposed 2024-25
REVENUES				
Operating and Capital Revenues				
Water Sales	$ 3,026,434	$ 3,180,631	$ 3,092,000	$ 3,167,000
Connection Fee	119,771	68,089	75,000	75,000
Capital Projects Inspection	2,654	6,888	-	-
Interest Earnings	6,789	2,948	1,500	2,000
Credit Card Processing Fees	-	-	-	10,000
Grant Revenue	1,500,000	6,559,000	6,559,000	-
Intergovernmental	1,962,313	-	-	-
Developer Contributions	346,871	300,000	-	-
Total Operating and Capital Revenues	**6,964,832**	**10,117,556**	**9,727,500**	**3,254,000**
Transfers In				
Transfer From Pressurized Irrigation Impac	105,007	99,822	-	-
Total Transfers In	**105,007**	**99,822**	**-**	**-**
TOTAL REVENUES	**$ 7,069,839**	**$ 10,217,378**	**$ 9,727,500**	**$ 3,254,000**
EXPENSES				
Personnel				
Salaries and Wages	162,248	207,354	286,919	282,568
Benefits	152,215	86,094	130,229	113,443
Total Personnel Expenses	**314,463**	**293,448**	**417,148**	**396,011**
Operating				
Education and Travel	-	-	-	-
Office Expense and Supplies	2,493	2,073	1,500	1,500
Equipment Supplies/Maintenance	31,400	20,632	50,000	50,000
Insurance	92,782	110,757	111,000	114,330
Telephone	200	400	-	-
Professional and Technical	1,358	5,484	80,000	80,000
Clothing	915	1,633	960	1,080
Department Branding	-	200	120	135
Department Expense and Supplies	26,842	18,700	20,000	30,000
Postage	11,342	12,308	9,000	9,000
Credit Card/Bank Processing Fees	22,610	28,239	20,000	20,000
Department Technology	-	12,000	13,500	13,500
Depreciation	1,314,005	1,340,000	1,340,000	1,380,000
Admin Charge-General Fund	286,808	363,252	363,252	412,112
Admin Charge-Broadband	208	222	222	214
Internal Charges-Fleet Operations & Maint	2,275	2,500	2,500	2,500
Internal Charges-Technology	19,879	11,216	11,216	8,775
Total Operating Expenses	**1,813,117**	**1,929,616**	**2,023,270**	**2,123,146**

(continued on next page)

Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

Public Works - Pressurized Irrigation Fund

DEPARTMENT BUDGET

Description	Actual 2022-23	Estimated 2023-24	Approved 2023-24	Proposed 2024-25
EXPENSES				
Capital				
Equipment	-	-	-	16,400
Filter Screens	-	-	300,000	400,000
Lower Filter Station	-	34,747	-	-
PI Meters-Fox Hollow	-	-	-	-
PI Meters-City-wide	-	6,260,000	6,294,585	50,000
Total Capital Expenses	**-**	**6,294,747**	**6,594,585**	**466,400**
Debt Service				
2016 General Obligation Bonds	915,869	2,460,750	2,460,750	2,468,250
2015 General Obligation Bonds	177,428	508,638	508,638	509,638
Trustee Fees	1,000	1,000	1,000	1,000
Total Debt Service	**1,094,297**	**2,970,388**	**2,970,388**	**2,978,888**
TOTAL EXPENSES	**$ 3,221,877**	**11,488,199**	**$ 12,005,391**	**5,964,445**
Pressurized Irrigation Fund Net Revenue	3,847,962	(1,270,821)	(2,277,891)	(2,710,445)
Beginning Available Fund Balance	4,347,746	8,195,708	8,195,708	6,924,887
Ending Available Fund Balance	**$ 8,195,708**	**$ 6,924,887**	**$ 5,917,817**	**4,214,442**

DEPARTMENT STAFFING

Full-time Equivalent Positions	Actual 2022-23	Estimated 2023-24	Proposed 2024-25	Increase (Decrease)
Assistant Public Works Director	0.25	0.25	0.25	-
Water Superintendent	0.30	0.30	0.30	-
Water System Lead Operator	0.30	0.30	0.30	-
Water System Technicians	1.50	1.50	1.50	-
Water System Specialist	0.30	0.30	0.30	-
Bluestake Technician	0.25	0.25	0.25	-
Public Infrastructure Manager	0.25	0.25	0.25	-
Urban Arborist	0.25	0.25	0.25	-
Conservation Enforcement	0.50	0.50	0.50	-
Total Secondary Water Positions	**3.90**	**3.90**	**3.90**	**-**

Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

Pressurized Irrigation Impact Fees Fund

DEPARTMENT BUDGET

Description	Actual 2022-23	Estimated 2023-24	Approved 2023-24	Proposed 2024-25
REVENUES				
Operating and Capital Revenues				
Impact Fees	$ 857,689	$ 432,351	$ 750,000	$ 600,000
Intergovernmental	3,000,000	-	3,000,000	-
Total Operating and Capital Revenues	**3,857,689**	**432,351**	**3,750,000**	**600,000**
Transfers In				
Transfer From Patriot Station CRA	46,573	-	-	-
Total Transfers In	**46,573**	**-**	**-**	**-**
TOTAL REVENUES	**$ 3,904,262**	**$ 432,351**	**$ 3,750,000**	**$ 600,000**
EXPENSES				
Operating				
Professional and Technical	9,140	25,470	32,120	32,540
Total Operating Expenses	**9,140**	**25,470**	**32,120**	**32,540**
Capital				
Water Recycling	-	8,401	3,000,000	1,000,000
200 South Improvements	46,573	-	-	-
Developer Reimbursement	29,780	-	300,000	300,000
Total Capital Expenses	**76,353**	**8,401**	**3,300,000**	**1,300,000**
Transfers Out				
Transfer to Pressurized Irrigation	105,007	99,822	100,000	-
Total Transfers Out	**105,007**	**99,822**	**100,000**	**-**
TOTAL EXPENSES	**$ 190,500**	**133,693**	**3,432,120**	**1,332,540**
Secondary Water Impact Net Revenue	3,713,762	298,658	317,880	(732,540)
Beginning Fund Balance	(13,968,586)	(10,254,824)	(10,254,824)	(9,956,166)
Ending Fund Balance	**$ (10,254,824)**	**$ (9,956,166)**	**$ (9,936,944)**	**$ (10,688,706)**





Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

Public Works - Sewer Fund

DEPARTMENT BUDGET

Description	Actual 2022-23	Estimated 2023-24	Approved 2023-24	Proposed 2024-25
REVENUES				
Operating and Capital Revenues				
Sewer Sales	$ 7,021,605	$ 7,875,384	$ 6,525,750	$ 8,625,750
Connection Fee	108,575	80,101	100,000	100,000
Capital Projects Inspection	2,654	6,888	-	-
Interest Earnings	495,619	816,247	59,500	300,000
Credit Card Processing Fees	-	-	-	30,000
Developer Contributions	320,530	300,000	-	300,000
Total Operating and Capital Revenues	**7,948,983**	**9,078,620**	**6,685,250**	**9,355,750**
Transfers In				
Transfer From Sewer Impact	105,007	-	-	-
Total Transfers In	**105,007**	**-**	**-**	**-**
TOTAL REVENUES	**$ 8,053,990**	**$ 9,078,620**	**$ 6,685,250**	**$ 9,355,750**
EXPENSES				
Personnel				
Salaries and Wages	191,277	269,612	300,383	308,850
Benefits	175,149	127,719	152,450	142,074
Total Personnel Expenses	**366,426**	**397,331**	**452,833**	**450,924**
Operating				
Subscriptions & Memberships	-	281	1,235	1,235
Education and Travel	1,801	5,746	4,500	1,750
Office Expense and Supplies	2,609	2,073	2,000	2,000
Equipment Supplies and Maintenance	7,025	86	15,000	15,000
Insurance	65,320	76,010	77,000	67,500
Telephone	4,774	3,802	3,600	3,600
Professional and Technical	500	932	13,000	13,000
Clothing	875	1,921	1,000	1,200
Department Branding	-	1,040	125	150
Department Expense and Supplies	5,460	11,336	2,500	2,500
Timpanogos Special Service District	3,381,246	3,431,279	3,100,000	4,803,791
Postage	11,936	12,937	9,500	12,000
Credit Card/Bank Processing Fees	46,580	59,078	35,000	60,000
Sewer System Maintenance	30,146	-	40,000	40,000
Department Technology	-	12,533	13,500	9,450
Depreciation	418,708	440,000	400,000	460,000
Trackhoe Lease	11,000	11,500	11,500	11,500

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Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

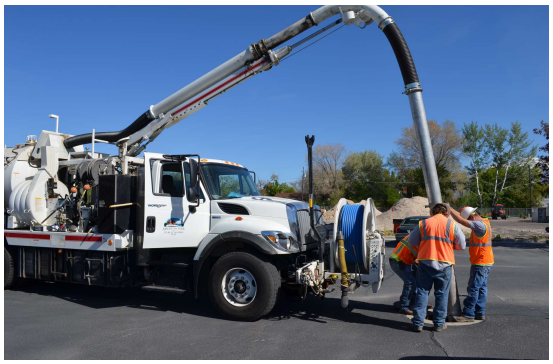
Public Works - Sewer Fund

DEPARTMENT BUDGET

Description	Actual 2022-23	Estimated 2023-24	Approved 2023-24	Proposed 2024-25
Operating				
Admin Charge-General Fund	474,147	551,784	551,784	641,349
Admin Charge-Broadband	1,476	1,511	1,511	1,268
Internal Charges-Fleet Operations	12,150	13,994	10,500	10,500
Internal Charges-Fleet Capital	-	-	3,300	50,000
Internal Charges-Technology	28,834	8,795	8,795	7,416
Total Operating Expenses	**4,504,587**	**4,646,638**	**4,305,350**	**6,215,209**
Capital				
Equipment	-	-	480,000	16,400
Sewer Lining	-	-	700,000	700,000
Sewer Bursting	134	-	800,000	800,000
Sewer Repair Projects	-	995,760	800,000	800,000
450 W Upsizing	-	-	310,744	310,744
36" Water Line (Sewer Portion)	-	-	-	-
Total Capital Expenses	**134**	**995,760**	**3,090,744**	**2,627,144**
TOTAL EXPENSES	**$ 4,871,147**	**$ 6,039,729**	**$ 7,848,927**	**$ 9,293,277**
Sewer Fund Net Revenue	3,182,843	3,038,891	(1,163,677)	62,473
Beginning Available Fund Balance	13,618,053	16,800,896	16,800,896	19,839,787
Ending Available Fund Balance	**$ 16,800,896**	**$ 19,839,787**	**$ 15,637,219**	**$ 19,902,260**

DEPARTMENT STAFFING

Full-time Equivalent Positions	FTE 2022-23	FTE 2023-24	Proposed 2024-25	Increase (Decrease)
Assistant Public Works Director	0.25	0.25	0.25	-
Wastewater Superintendent	0.50	0.50	0.50	-
Wastewater Operator	1.00	1.00	1.00	-
Wastewater Maintenance Specialist	1.00	1.00	1.00	-
Bluestake Technician	0.25	0.25	0.25	-
Public Works Technician	0.75	0.75	0.50	(0.25)
Public Infrastructure Manager	0.25	0.25	0.25	-
Total Sewer Positions	**4.00**	**4.00**	**3.75**	**(0.25)**



Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

Sewer Impact Fees Fund

DEPARTMENT BUDGET

Description	Actual 2022-23	Estimated 2023-24	Approved 2023-24	Proposed 2024-25
REVENUES				
Operating and Capital Revenues				
Impact Fees	$ 422,097	$ 609,708	$ 400,000	$ 320,000
Interest Earnings	73,533	176,337	15,000	15,000
Total Operating and Capital Revenues	**495,630**	**786,045**	**415,000**	**335,000**
Transfers In				
Transfer From Patriot Station CRA	59,922	-	-	-
Total Transfers In	**59,922**	**-**	**-**	**-**
TOTAL REVENUES	**$ 555,552**	**$ 786,045**	**$ 415,000**	**$ 335,000**
EXPENSES				
Operating				
Professional and Technical	9,605	11,961	17,113	16,071
Total Operating Expenses	**9,605**	**11,961**	**17,113**	**16,071**
Capital				
450 W Upsizing	-	-	223,768	223,768
200 South Improvements	20,060	-	-	-
Developer Reimbursement	203,457	-	500,000	400,000
Total Capital Expenses	**223,517**	**-**	**723,768**	**623,768**
Transfers Out				
Transfer to Sewer Fund	105,007	99,822	100,000	-
Total Transfers Out	**105,007**	**99,822**	**100,000**	**-**
TOTAL EXPENSES	**$ 338,129**	**111,783**	**840,881**	**639,839**
Sewer Impact Fee Fund Net Revenue	217,423	674,262	(425,881)	(304,839)
Beginning Fund Balance	2,218,399	2,435,822	2,435,822	3,110,084
Ending Fund Balance	**$ 2,435,822**	**$ 3,110,084**	**$ 2,009,941**	**2,805,245**

Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

Public Works - Storm Drain Fund

DEPARTMENT BUDGET

Description	Actual 2022-23	Estimated 2023-24	Approved 2023-24	Proposed 2024-25
REVENUES				
Operating and Capital Revenues				
Storm Drain Fee	$ 2,070,194	$ 2,337,886	$ 2,300,000	$ 2,442,000
SWPPP Inspections	284	390	-	-
Intergovernmental	87,293	-	200,000	-
Capital Projects Inspection	2,654	6,888	-	-
Interest Earnings	117,113	220,482	50,000	80,000
Credit Card Processing Fees	-	-	-	7,500
Miscellaneous	17,414	-	-	-
Developer Contributions	158,423	150,000	-	-
Total Operating and Capital Revenues	**2,453,375**	**2,715,646**	**2,550,000**	**2,529,500**
Transfers In				
Transfer from Storm Drain Impact	167,617	99,822	-	-
Total Transfers In	**167,617**	**99,822**	**-**	**-**
TOTAL REVENUES	**$ 2,620,992**	**$ 2,815,468**	**$ 2,550,000**	**$ 2,529,500**
EXPENSES				
Personnel				
Salaries and Wages	189,001	296,985	352,953	382,423
Benefits	212,460	127,170	191,515	176,887
Total Personnel Expenses	**401,461**	**424,155**	**544,468**	**559,310**
Operating				
Education and Travel	-	-	-	1,750
Office Expense and Supplies	2,492	2,073	-	-
Equipment Supplies/Maintenance	4,241	259	10,000	10,000
Insurance	1,070	26,643	27,000	27,975
Telephone	208	453	-	-
Professional & Technical	5,033	17,989	12,000	132,000
Storm Water Management	7,382	-	64,500	64,500
Clothing	875	1,977	1,000	1,200
Department Branding	-	167	120	150
Debris Basin	-	-	10,000	17,500
Debris Hauling	7,178	12,127	5,000	5,000
Department Expense and Supplies	9,138	14,015	10,000	10,000
Tree Trimming and Hauling	101,647	75,067	50,000	103,000
Flood Mitigation	12,683	11,836	-	-
Postage	11,001	12,151	12,000	12,000
Credit Card/Bank Processing Fees	16,237	20,508	12,000	15,000
Department Technology	-	13,463	13,500	13,500
Depreciation	321,430	330,000	300,000	340,000
Admin Charge-General Fund	320,577	431,887	431,887	507,791

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Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

Public Works - Storm Drain Fund

DEPARTMENT BUDGET

Description	Actual 2022-23	Estimated 2023-24	Approved 2023-24	Proposed 2024-25
Operating				
Admin Charge-Broadband	208	222	222	214
Internal Charges-Fleet Operations	392	1,000	1,000	1,000
Internal Charges-Fleet Capital	45,000	45,000	45,000	100,000
Internal Charges-Technology	16,295	8,795	8,795	7,416
Total Operating Expenses	**883,087**	**1,025,632**	**1,014,024**	**1,369,996**
Capital				
Equipment	-	-	48,000	16,400
36" Waterline (Storm Drain Portion)	-	-	395,075	-
AF River Rehabilitation	-	25,000	100,000	-
Curb and Gutter Repairs	-	138,055	-	-
Curb and Gutter Replacements	-	2,929,157	2,000,000	850,819
Curb and Gutter - Infrastructure Plan	-	182,664	500,000	-
Debris Basin Outlet Rebuild	240,000	685,160	-	-
Bridge Repair	-	-	150,000	300,000
Storm Water Improvements	-	-	-	1,000,000
AF River Repairs	-	2,437	200,000	125,000
Total Capital Expenses	**240,000**	**3,962,473**	**3,393,075**	**2,292,219**
TRANSFERS OUT				
Transfer to Fleet Capital Fund	-	-	3,300	-
Total Transfers Out	**-**	**-**	**3,300**	**-**
TOTAL EXPENSES	**$ 1,524,548**	**$ 5,412,260**	**$ 4,954,867**	**$ 4,221,525**
Storm Drain Fund Net Revenue	1,096,444	(2,596,792)	(2,404,867)	(1,692,025)
Beginning Available Fund Balance	3,285,856	4,382,300	4,382,300	1,785,508
Ending Available Fund Balance	**$ 4,382,300**	**$ 1,785,508**	**$ 1,977,433**	**93,483**

DEPARTMENT STAFFING

Full-time Equivalent Positions	FTE 2022-23	FTE 2023-24	Proposed 2024-25	Increase (Decrease)
Assistant Public Works Director	0.25	0.25	0.25	-
Wastewater Superintendent	0.50	0.50	0.50	-
Wastewater Operator	0.50	0.50	0.50	-
SWMPP Coordinator	1.00	1.00	1.00	-
SWMPP Inspector	1.00	1.00	1.00	-
Stormwater Maintenance Specialist	0.50	0.50	0.50	-
Bluestake Technician	0.25	0.25	0.25	-
Public Works Technician	0.25	0.25	0.50	0.25
Public Infrastructure Manager	0.25	0.25	0.25	-
Total Storm Drain Positions	**4.50**	**4.50**	**4.75**	**0.25**

Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

Storm Drain Impact Fees Fund

DEPARTMENT BUDGET

Description	Actual 2022-23	Estimated 2023-24	Approved 2023-24	Proposed 2024-25
REVENUES				
Operating and Capital Revenues				
Impact Fees	$ 274,359	$ 257,920	$ 500,000	$ 400,000
Interest Earnings	37,052	53,271	7,500	10,000
Total Operating and Capital Revenues	**311,411**	**311,191**	**507,500**	**410,000**
Transfers In				
Transfer From Patriot Station CRA	67,576	-	-	-
Total Transfers In	**67,576**	**-**	**-**	**-**
TOTAL REVENUES	**$ 378,987**	**$ 311,191**	**$ 507,500**	**$ 410,000**
EXPENSES				
Operating				
Professional and Technical	5,169	17,696	34,321	1,603
Total Operating Expenses	**5,169**	**17,696**	**34,321**	**1,603**
Capital				
200 S Improvements	67,576	-	-	-
1120 North Bridge	-	1,239,762	980,000	-
Developer Reimbursement	156,140	-	500,000	300,000
Total Capital Expenses	**223,716**	**1,239,762**	**1,480,000**	**300,000**
Transfers Out				
Transfer to Storm Drain Fund	167,617	99,822	100,000	-
Total Transfers Out	**167,617**	**99,822**	**100,000**	**-**
TOTAL EXPENSES	**$ 396,502**	**1,357,280**	**1,614,321**	**301,603**
Storm Drain Impact Net Revenue	(17,515)	(1,046,089)	(1,106,821)	108,397
Beginning Fund Balance	1,103,204	1,085,689	1,085,689	39,600
Ending Fund Balance	**$ 1,085,689**	**$ 39,600**	**$ (21,132)**	**147,997**



Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

Sanitation & Recycling

FUND SUMMARY

The Sanitation and Recycling fund is used to account for sanitation and recycling services provided to City residents. These services are provided by an outside contractor. However, the fund is charged for expenses re-lated to billing customers for services provided, and administrative support of the fund.

DEPARTMENT BUDGET

Description	Actual 2022-23	Estimated 2023-24	Approved 2023-24	Proposed 2024-25
REVENUES				
Operating and Capital Revenues				
Refuse Collection Fees	$ 1,463,194	$ 1,861,473	$ 1,680,175	$ 1,800,000
Recycling Fees	426,534	536,564	489,309	525,000
Interest Earnings	12,221	17,496	5,000	5,000
Credit Card Processing Fees	-	-	-	9,000
Total Operating and Capital Revenues	**1,901,949**	**2,415,533**	**2,174,484**	**2,339,000**
TOTAL REVENUES	**$ 1,901,949**	**$ 2,415,533**	**$ 2,174,484**	**$ 2,339,000**
EXPENSES				
Operating				
Recycling Fees	463,362	551,646	536,604	562,679
Office Expense and Supplies	2,492	2,073	2,000	2,000
Waste Disposal-First Can	726,032	861,407	851,837	878,635
Waste Disposal-Additional Can	129,278	150,999	137,922	150,000
Solid Waste/Tipping Fees	488,109	510,263	471,679	561,289
Communications	1,649	-	-	-
Department Expense and Supplies	534	438	500	500
Credit Card/Bank Processing Fees	13,346	19,344	12,000	18,000
Postage	10,974	12,127	11,000	11,000
Bad Debt Expense	-	-	18,577	-
Admin Charge-General Fund	96,089	92,228	92,228	113,081
Internal Charges-Technology	5,102	6,003	6,003	5,429
Total Operating Expenses	**1,936,967**	**2,206,528**	**2,140,350**	**2,302,613**
TOTAL EXPENSES	**$ 1,936,967**	**$ 2,206,528**	**$ 2,140,350**	**$ 2,302,613**
Sanitation/Recycling Net Revenue	(35,018)	209,005	34,134	36,387
Beginning Fund Balance	398,120	363,102	363,102	572,107
Ending Fund Balance	**$ 363,102**	**$ 572,107**	**$ 397,236**	**608,494**

Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

Broadband

DEPARTMENT BUDGET

Description	Actual 2022-23	Estimated 2023-24	Approved 2023-24	Proposed 2024-25
REVENUES				
Operating and Capital Revenues				
Leasing Fiber Lines	$ 119,030	$ 114,292	$ 100,000	$ 120,000
Administrative Charges	96,179	98,458	98,458	104,551
Total Operating and Capital Revenues	**215,209**	**212,750**	**198,458**	**224,551**
Transfers In				
Transfer From General Fund	246,699	241,895	234,719	197,042
Contribution from General Fund	104,773	21,659	21,659	22,189
Total Transfers In	**351,472**	**263,554**	**256,378**	**219,231**
TOTAL REVENUES	**$ 566,681**	**$ 476,304**	**$ 454,836**	**$ 443,782**
EXPENSES				
Personnel				
Salaries and Wages	192,890	194,144	195,060	206,226
Benefits	228,859	90,825	99,442	102,255
Total Personnel Expenses	**421,749**	**284,969**	**294,502**	**308,481**
Operating				
Utilities	399	331	500	500
Office Supplies	1,013	1,305	-	-
Equipment Maintenance Agreement	-	-	1,950	1,950
Insurance	1,853	2,259	2,200	2,200
Telephone	1,540	1,680	2,640	2,640
Professional & Technical	18,706	81	14,000	14,000
Pole Fees	40	26	50	50
Blue Stakes	5,255	2,879	6,500	8,000
Bandwith for Connection	8,919	18,753	8,500	8,500
Uniform	200	267	200	200
Department Branding	-	-	100	100
Department Expense and Supplies	-	179	500	1,200
Depreciation	50,713	50,000	50,000	50,000
Broadband System	8,039	9,108	15,000	15,000
Admin Charge-General Fund	17,210	22,086	22,086	21,488
Internal Charges-Fleet Operations	421	1,200	1,200	1,200
Internal Charges-Fleet Capital	-	-	3,300	-
Internal Charges-Technology	9,116	9,949	9,949	8,273
Total Operating Expenses	**123,424**	**120,103**	**138,675**	**135,301**
TOTAL EXPENSES	**545,173**	**405,072**	**433,177**	**443,782**
Broadband Fund Net Revenue	21,508	71,232	21,659	-
Beginning Fund Balance	(1,858,897)	(1,837,389)	(1,837,389)	(1,766,157)
Ending Fund Balance	**$ (1,837,389)**	**$ (1,766,157)**	**$ (1,815,730)**	**(1,766,157)**

Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

Broadband

DEPARTMENT STAFFING

Full-time Equivalent Positions	FTE 2022-23	FTE 2023-24	Proposed 2024-25	Increase (Decrease)
Broadband/Technology Director	1.00	1.00	1.00	-
Fiber Optic Network Manager	1.00	1.00	1.00	-
Total Broadband Positions	**2.00**	**2.00**	**2.00**	**-**

Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

Fleet Operations & Maintenance Fund

FUND SUMMARY

The Fleet Operations and Maintenance fund accounts for maintenance and repair of the City's vehicles. The fund includes expenditures for vehicle maintenance, repair, and fuel. Revenue for the fund comes from charges to the departments that receive services from the fund.

DEPARTMENT BUDGET

Description	Actual 2022-23	Estimated 2023-24	Approved 2023-24	Proposed 2024-25
REVENUES				
Operating and Capital Revenues				
Charges From General Fund	$ 463,821	$ 716,555	$ 508,000	$ 555,100
Charges From Fitness Center Fund	1,704	1,722	1,200	1,200
Charges From Culinary Water	21,904	26,968	20,500	24,500
Charges From Secondary Water	2,275	-	2,500	2,500
Charges From Sewer Fund	12,150	13,994	10,500	10,500
Charges From Storm Drain Fund	392	-	1,000	1,000
Charges From Broadband Fund	421	-	1,200	1,200
Interest Earnings	805	-	-	-
Miscellaneous	850	7,409	-	-
Total Operating and Capital Revenues	**504,322**	**766,648**	**544,900**	**596,000**
TOTAL REVENUES	**$ 504,322**	**$ 766,648**	**$ 544,900**	**$ 596,000**
EXPENSES				
Operating				
Insurance	3,244	4,013	-	-
Vehicle Maintenance	446,754	543,039	445,300	486,400
Vehicle Repair	99,073	184,836	99,600	109,600
Total Operating Expenses	**549,071**	**731,888**	**544,900**	**596,000**
TOTAL EXPENSES	**$ 549,071**	**$ 731,888**	**$ 544,900**	**$ 596,000**
Fleet Operations Fund Net Revenue	(44,749)	34,760	-	-
Beginning Fund Balance	9,989	(34,760)	(34,760)	-
Ending Fund Balance	**$ (34,760)**	**$ -**	**$ (34,760)**	**-**

Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

Fleet Capital Fund

FUND SUMMARY

The Fleet Capital fund accounts for the purchase and disposal of City vehicles. The fund includes not only the purchase of vehicles, but any associated lease payments on fleet vehicles.

DEPARTMENT BUDGET

Description	Actual 2022-23	Estimated 2023-24	Approved 2023-24	Proposed 2024-25
REVENUES				
Operating and Capital Revenues				
Charges From General Fund	$ 1,121,900	$ 1,106,661	$ 821,798	$ 1,068,556
Charges From Culinary Water	-	-	3,300	-
Charges From Sewer Fund	-	-	3,300	50,000
Charges From Storm Drain	45,000	-	3,300	100,000
Charges From Fitness Center	-	-	3,300	-
Charges from Broadband	-	-	3,300	-
Sale of Capital Assets	10,000	-	-	-
Interest Earnings	(1,362)	-	-	-
Miscellaneous	1,000	-	-	-
Total Operating and Capital Revenues	**1,176,538**	**1,106,661**	**838,298**	**1,218,556**
Transfers In				
Transfer From General Fund	276,344	-	-	-
Transfer From Fire Impact Fee Fund	212,323	212,323	211,890	211,890
Total Transfers In	**488,667**	**212,323**	**211,890**	**211,890**
TOTAL REVENUES	**$ 1,665,205**	**$ 1,318,984**	**$ 1,050,188**	**$ 1,430,446**
EXPENSES				
Operating				
Depreciation	958,398	-	-	-
Total Operating Expenses	**958,398**	**-**	**-**	**-**
Capital				
Police Vehicles and Upfitting	28,985	555,000	554,035	508,698
Fire Vehicles and Upfitting	4,021	422,751	400,279	8,000
Community Services Vehicles	-	-	-	25,000
Parks Vehicles	-	7,436	8,000	-
Cemetery Vehicles	-	-	-	70,000
Streets Vehicles	-	-	10,000	179,000
Engineering Vehicles	-	-	-	-
Building Inspection Vehicles	-	-	90,000	100,000
Public Infrastructure Vehicles	-	-	-	100,000
Sewer Vehicles	-	-	-	50,000
Storm Drain Vehicles	-	-	-	100,000
Total Capital Expenses	**33,006**	**985,187**	**1,062,314**	**1,140,698**

(continued on next page)

Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

Fleet Capital Fund

DEPARTMENT BUDGET

Description	Actual 2022-23	Estimated 2023-24	Approved 2023-24	Proposed 2024-25
Debt Service				
Capital Lease-Principal	-	312,859	356,946	274,807
Capital Lease-Interest	28,236	20,938	21,907	14,941
Total Debt Service Expenses	**28,236**	**333,797**	**378,853**	**289,748**
TOTAL EXPENSES	**$ 1,019,640**	**$ 1,318,984**	**$ 1,441,167**	**$ 1,430,446**
Fleet Capital Fund Net Revenue	645,565	-	(390,979)	-
Beginning Available Fund Balance	91,974	737,539	737,539	737,539
Ending Available Fund Balance	**$ 737,539**	**$ 737,539**	**346,560**	**737,539**



Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

Information Technology Fund

FUND SUMMARY

The Information technology department oversees and is responsible for all technology-related aspects of the City. The City's information technology contractor works with all departments of the City to provide IT services including networking services, computer needs, peripheral devices, telephones, network security, servers, troubleshooting and support, and software support. The information technology department is outsourced, but is overseen by the Broadband (Information Technology) department.

DEPARTMENT BUDGET

Description	Actual 2022-23	Estimated 2023-24	Approved 2023-24	Proposed 2024-25
REVENUES				
Operating and Capital Revenue				
Charges From General Fund	$ 609,823	$ 299,182	$ 299,182	$ 238,441
Charges From Fitness Center Fund	34,873	17,357	17,357	13,691
Charges From Culinary Water	31,959	11,216	11,216	8,775
Charges From Secondary Water	19,879	11,216	11,216	8,775
Charges From Sewer Fund	28,834	8,795	8,795	7,416
Charges From Storm Drain Fund	16,295	8,795	8,795	7,416
Charges From Sanitation Fund	5,102	6,003	6,003	5,429
Charges From Broadband Fund	9,116	9,949	9,949	8,273
Grant Revenue	-	-	-	-
Interest Earnings	7,225	13,691	-	-
Total Operating and Capital Revenue	763,106	386,204	372,513	298,216
Transfers In				
Transfers from General Fund	-	-	-	-
Total Transfers In	-	-	-	-
TOTAL REVENUES	**$ 763,106**	**$ 386,204**	**$ 372,513**	**$ 298,216**
EXPENSES				
Operating				
Contracted IT Support	45,425	51,553	75,000	51,975
Software Maintenance	4,635	1,594	122,889	81,823
Software Renewals	461,021	142,977	77,524	78,318
Telephone System	54,438	4,625	53,000	42,000
Admin Charge-Broadband	44,100	44,100	44,100	44,100
Total Operating Expenses	**609,619**	**244,849**	**372,513**	**298,216**
Capital				
Hardware Purchases	104,094	84,538	100,000	100,000
Software Purchases	-	50,000	250,000	200,000
Total Capital Expenses	**104,094**	**134,538**	**350,000**	**300,000**
TOTAL EXPENSES	**$ 713,713**	**$ 379,387**	**$ 722,513**	**$ 598,216**
Information Technology Net Revenue	49,393	6,817	(350,000)	(300,000)
Beginning Fund Balance	475,875	525,268	525,268	532,085
Ending Fund Balance	**$ 525,268**	**532,085**	**175,268**	**232,085**

Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

Capital Projects - General Capital Projects

GOVERNMENTAL FUNDS

Department/Project	Funding 2024-25	Adopted 2024-25	Requested 2025-26	Requested 2026-27	Requested 2027-28	Requested 2028-29
Streets & Public Works						
Pavement Management Plan	Various	$ 3,435,657	$ 3,500,000	$ 3,500,000	$ 3,500,000	$ 3,500,000
Sidewalks	General Funds	114,343	51,600	146,800	102,400	-
400 S Connection to 500 E*	Impact Fees	750,000	300,000	250,000	-	-
700 N Connection*	Grants	1,138,000	-	-	-	-
700 N Connection ROW*	Impact Fees	100,502	-	-	-	-
Roundabout-100 E 200 S	Impact Fees	2,651,000	1,995,000	-	-	-
Improvements-200 S	Debt Proceeds	25,677,254	-	-	-	-
ADA/Sidewalk Improvements	General Funds	-	57,000	60,000	63,000	-
Safe Route to Schools	Grants	100,000	120,000	135,000	150,000	-
Traffic Calming	General Funds	10,000	37,000	40,000	45,000	-
Transit Loop Feasibility*	Grants	88,488	-	-	-	-
Flyover 200 South Design	Grants	-	-	-	3,000,000	-
Street Lighting Upgrades	General Funds	25,000	100,000	100,000	100,000	100,000
Meadows Roundabout Improvements	General Funds	-	-	-	100,000	-
Automall Drive Extension to 100 E	Impact Fees	1,028,500	120,000	-	-	-
Automall Drive Sidepath	Impact Fees	403,000	-	-	-	-
1100 South Widening*	Redevelopment	2,247,379	-	-	-	-
Storm Drain Pipe	Redevelopment	589,671	-	-	-	-
1500 South Widening	Redevelopment	1,325,141	-	-	-	-
300 W Pacific Dr Improvements	Impact Fees	100,000	-	-	-	-
700 S Extension	Impact Fees	500,000	-	-	-	-
Roundabout-200 S 300 W	Impact Fees	2,108,500	-	-	-	-
Street Light Capital Improvements	General Funds	500,000	-	-	-	-
Intersection Improvements	Impact Fees	-	-	1,500,000	-	-
I-15 Flyover	Grants	-	3,000,000	-	-	-
Public Works Building Design	Debt Proceeds	-	1,000,000	25,000,000		

(continued on next page)

Capital Projects - General Capital Projects

GOVERNMENTAL FUNDS

Department/Project	Funding 2024-25	Adopted 2024-25	Requested 2025-26	Requested 2026-27	Requested 2027-28	Requested 2028-29
Streets & Public Works (continued)						
Land/Storage Bay for Yards	Impact Fees	-	-	1,000,000	-	-
Developer Reimbursements	Impact Fees	1,000,000	1,500,000	1,500,000	1,500,000	1,500,000
Total Streets & Public Works		43,892,435	11,780,600	33,231,800	8,560,400	5,100,000
Parks						
Fox Hollow Subsidy	General Funds	$ 240,000	$ 240,000	$ 240,000	$ 240,000	$ 240,000
200 South Bike/Pedestrian Path	Grants	3,652,528	-	-	-	-
Trail Maintenance	General Funds	-	9,000	9,000	9,500	1,000
Parking Lot Maintenance	General Funds	17,000	17,000	18,000	20,000	20,000
Pickleball Resurfacing	General Funds	7,000	7,000	7,000	7,000	7,000
Playground Replacement	General Funds	120,000	-	-	-	-
Rotary Sidewalk Replacement	General Funds	-	7,000	-	-	-
Park Improvements	General Funds	15,000	20,000	20,000	20,000	20,000
Restroom Upgrades	General Funds	9,000	9,000	9,000	9,000	9,000
Rockscapes	General Funds	7,000	-	-	-	-
Boat Harbor Improvements	General Funds	3,200,000	-	-	-	-
Rotary Field Lights	PARC Tax	225,000	-	-	-	-
Rotary Field Lights	General Funds	225,000	-	-	-	-
Art Dye Improvements	Impact Fees	25,000	-	-	-	-
Slough Trail Design & Improvments	Impact Fees	38,000	-	-	-	-
30 Acres Design & Improvements	Impact Fees	82,000	-	-	-	-
Monarch Park Design & Improvements	Impact Fees	57,000	-	-	-	-
Power Corridor Design & Improvements	Impact Fees	39,000	-	-	-	-
Pump Track Design & Improvements	Impact Fees	16,000	-	-	-	-
Disc Course Design & Improvements	Impact Fees	24,000	-	-	-	-
Art Dye Infield	General Funds	-	15,000	-	15,000	-
Art Dye Trail*	Grants	592,000	-	-		

(continued on next page)

Capital Projects - General Capital Projects

GOVERNMENTAL FUNDS

Department/Project	Funding 2024-25	Adopted 2024-25	Requested 2025-26	Requested 2026-27	Requested 2027-28	Requested 2028-29
Parks (continued)						
Art Dye Trail*	Impact Fees	57,042	-	-	-	-
Development of Open Space	Impact Fees	-	-	-	-	6,000,000
PARC-Disc Golf Course	PARC Tax	18,000	-	-	-	-
PARC-Kimberly Park Playgroud	PARC Tax	74,000	-	-	-	-
PARC-Library Teen Zone	PARC Tax	18,000	-	-	-	-
PARC-Monarch Park Improvements	PARC Tax	30,000	-	-	-	-
Total Parks		8,787,570	324,000	303,000	320,500	6,297,000
Cemetery						
Cemetery Improvements	General Funds	10,000	10,000	10,000	10,000	10,000
Expansion Land Purchase	Perpetual Care	46,000	46,000	46,000	46,000	300,000
Total Cemetery		56,000	56,000	56,000	56,000	310,000
Fitness Center						
Deck Drain Replacement & Drain	General Funds	$ 15,000	$ -	$ -	$ -	$ -
Facility Paint and Flooring	General Funds	-	10,000	15,000	-	-
Pool & Spa Resurfacing	General Funds	-	100,000	75,000	30,000	-
HVAC Units	General Funds	25,000	25,000	25,000	-	-
LED Lighting Upgrades	General Funds	6,000	-	-	-	-
Slide Repair/Resurfacing	General Funds	-	-	-	-	12,000
New Bubble, Air Handler	General Funds	-	500,000	-	-	-
Fitness Center Roof	General Funds	-	-	90,000	90,000	-
Locker Room Improvements	General Funds	-	-	500,000	-	-
Raquetball Court Resurfacing	General Funds	-	3,000	-	3,200	-
Comp Pool Sand UV Replacement	General Funds	55,000	260,000	-	-	-
Leisure Pool UV Replacement	General Funds	-	-	50,000	-	-
Fitness Center Expansion	General Funds	-	60,000,000	-	-	-
Total Fitness Center		101,000	60,898,000	755,000	123,200	12,000

Capital Projects - General Capital Projects

GOVERNMENTAL FUNDS

Department/Project	Funding 2024-25	Adopted 2024-25	Requested 2025-26	Requested 2026-27	Requested 2027-28	Requested 2028-29
Building & Grounds						
HVAC Replacements-Cemetery	General Funds	$ -	$ 15,000	$ -	$ -	$ -
HVAC Replacements-City Hall	General Funds	-	36,000	-	-	-
HVAC Replacements-Public Works	General Funds	-	-	-	-	13,000
HVAC Replacements-Police	General Funds	-	400,000	-	-	-
Car Wash Replacement-Public Works	General Funds		80,000			
Chiller Replacement-Police	General Funds	-	300,000	-	-	-
Paint & Flooring-Broadband	General Funds	-	20,000	20,000	-	-
Paint & Flooring-City Hall	General Funds		35,000	-	-	-
Lighting Upgrades-City Hall	General Funds		30,000			
Lighting Upgrades-Library	General Funds	10,000	8,000	-	-	-
Lighting Upgrades-Police	General Funds	-	10,000	-	-	-
Lighting Upgrades-Public Works	General Funds	-	10,000	-	-	-
Cemetery Office Renovation	General Funds	-	90,000	-	-	-
Garage Door Repair-Public Works	General Funds	5,000	10,000	10,000	10,000	10,000
LED Lighting Upgrades	General Funds	5,000	-	-	-	-
Paint & Flooring-Administration	General Funds	-	40,000	-	-	-
Paint & Flooring-Police	General Funds	-	35,000	-	-	-
Paint & Flooring-Senior Center	General Funds	-	8,000	-	-	-
Parking Lot-Public Works	General Funds	15,000				
Security Upgrade-Library	General Funds	-	33,000	33,000	-	-
Security Upgrade-Police	General Funds	-	70,000	-	-	-
Rain Gutter Repair-Police	General Funds	-	30,000	-	-	-
Rain Gutter Repair-Streets	General Funds			25,000		
Roof Replacement-Library	General Funds	-	-	100,000	50,000	50,000
Public Works Unit Heaters	General Funds	-	-	9,000	9,000	-
Roof Replacement-Police	General Funds	-	-	70,000	(continued on next page)	

Capital Projects - General Capital Projects

GOVERNMENTAL FUNDS

Department/Project	Funding 2024-25	Adopted 2024-25	Requested 2025-26	Requested 2026-27	Requested 2027-28	Requested 2028-29
Building & Grounds (continued)						
Facility Improvements-Legion Hall	General Funds	$ -	$ 20,000	$ -	$ -	$ -
Facility Improvements-Police	General Funds	443,731	175,000	-	-	-
Facility Improvements-Yard Parks	General Funds		40,000			
Facility Improvements-Administration	General Funds	-	150,000	-	-	-
Total Building & Grounds		478,731	1,645,000	267,000	69,000	73,000
Other						
Downtown Revitalization	Redevelopment	$ 1,500,000	$ 100,000	$ 100,000	$ 100,000	$ 100,000
Electronic Billboard	General Funds	400,000				
Patriot Station Access Improvements	Debt Proceeds	-	17,015,000	-	-	-
Police Evidence Building	Impact Fees	300,000	-	-	-	-
Fitness Center Expansion	Debt Proceeds	-	1,000,000	20,000,000	-	-
Fire-Station 53 Site Analysis	Debt Proceeds	50,000	550,000	18,000,000	-	-
Total Other		2,250,000	18,665,000	38,100,000	100,000	100,000
TOTAL EXPENDITURES		**$ 55,565,736**	**$ 93,368,600**	**$ 72,712,800**	**$ 9,229,100**	**$ 11,892,000**

Capital Projects - General Capital Projects

ENTERPRISE FUNDS

Department/Project	Funding 2024-25	Adopted 2024-25	Requested 2025-26	Requested 2026-27	Requested 2027-28	Requested 2028-29
Culinary Water						
42" Water Line Replacement	Impact Fees	$ 200,000	$ 4,000,000	$ -	$ -	$ -
Water Line Repair Projects	Culinary Water	335,333	335,333	335,333	335,333	-
Water Line Replacement-Streets Projects	Culinary Water	1,634,501	1,256,000	2,016,387	1,681,200	-
Water Line Replacement-Emergency	Culinary Water	500,000	500,000	500,000	500,000	-
100 E Waterline	Culinary Water	2,700,000	-	-	-	-
New Culinary Well in TOD Area	Impact Fees	1,000,000	-	-	-	-
UDOT Betterment - State Street	Culinary Water	1,450,000	-	-	-	-
Race Track Well Repairs	Culinary Water	800,000	-	-	-	-
Boley Well Repairs	Culinary Water	300,000	-	-	-	-
Valve Replacement Program	Culinary Water	50,000	50,000	50,000	50,000	50,000
Fire Hydrants	Culinary Water	40,000	40,000	40,000	40,000	40,000
Annual CDBG Water Line Replacement	Culinary Water/	411,685	350,000	350,000	350,000	350,000
Annual CDBG Water Line Replacement	Grants	350,000	300,000	300,000	300,000	300,000
Covered Parking/Storage Bays for Yard	Culinary Water	-	-	500,000	-	-
Developer Reimbursement	Impact Fees	500,000	500,000	500,000	500,000	500,000
Total Culinary Water		10,271,519	7,331,333	4,591,720	3,756,533	1,240,000
Secondary Irrigation						
Filter Screens	Irrigation	400,000	-	-	-	-
PI Meters for City Facilities	Irrigation	-	50,000	50,000	50,000	50,000
PI Meters throughout City*	Grants	50,000	-	-	-	-
Lower Filter Station	Irrigation	-	1,200,000	-	-	-
Water Recycling*	Intergovernmen	1,000,000	-	-	-	-
Mitchell Springs Booster	Irrigation	-	83,000	725,000	-	-

(continued on next page)

Capital Projects - General Capital Projects

ENTERPRISE FUNDS

Department/Project	Funding 2024-25	Adopted 2024-25	Requested 2025-26	Requested 2026-27	Requested 2027-28	Requested 2028-29
Secondary Irrigation (continued)						
Storage Bays for Yard	Irrigation	$ -	$ -	$ 500,000	$ -	$ -
Developer Reimbursement	Impact Fees	300,000	500,000	500,000	500,000	500,000
Total Secondary Irrigation		1,750,000	1,833,000	1,775,000	550,000	550,000
Sewer						
450 W Upsizing*	Sewer	$ 310,744	$ -	$ -	$ -	$ -
450 W Upsizing*	Impact Fees	223,768	-	-	-	-
Annual Slip lining	Sewer	700,000	350,000	375,000	400,000	425,000
Semi-annual Pipe Bursting	Sewer	800,000	575,000	-	600,000	-
Sewer Repair Projects	Sewer	800,000				
Storage Bays for Yard	Sewer	-	-	500,000	-	-
Developer Reimbursement	Impact Fees	400,000	300,000	300,000	300,000	300,000
Total Sewer		3,234,512	1,225,000	1,175,000	1,300,000	725,000
Storm Drains						
Curb and Gutter Replacement	Storm Drain	$ 850,819	$ 700,000	$ 700,000	$ 700,000	$ 700,000
Curb and Gutter - Infrastructure Plan	Storm Drain	-	167,900	162,067	193,733	-
Storm Water Improvements	Storm Drain	1,000,000	-	-	-	
River Rehab Channel South Main St.	Storm Drain	-	75,000	750,000	-	-
Storage Bays for Yard	Storm Drain	-	-	500,000	-	-
AF River Repairs	Storm Drain	125,000	-	-	-	-
Bridge Repair	Storm Drain	300,000	-	-	-	-
Developer Reimbursement	Impact Fees	300,000	500,000	500,000	500,000	500,000
Total Storm Drains		2,575,819	1,442,900	2,612,067	1,393,733	1,200,000
TOTAL EXPENDITURES		**$ 17,831,850**	**$ 11,832,233**	**$ 10,153,787**	**$ 7,000,266**	**$ 3,715,000**
TOTAL CITY-WIDE		**$ 73,397,586**	**$ 105,200,833**	**$ 82,866,587**	**$ 16,229,366**	**$ 15,607,000**

Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

Capital Projects - General Capital Projects

PROJECT FUNDING

Description	Adopted 2024-25	Requested 2025-26	Requested 2026-27	Requested 2027-28	Requested 2028-29
Class B & C Allotment	$ 1,300,000	$ 1,300,000	$ 1,300,000	$ 1,300,000	$ 1,300,000
Sales Tax	1,700,000	1,700,000	1,700,000	1,700,000	1,700,000
Property Tax	500,000	500,000	500,000	500,000	500,000
General Funds	5,414,731	63,122,600	1,681,800	933,100	492,000
Redevelopment	5,662,191	100,000	100,000	100,000	100,000
Impact Fees	12,203,312	9,715,000	6,050,000	3,300,000	9,300,000
Debt Proceeds	25,727,254	19,565,000	63,000,000	-	-
Grants	5,971,016	3,420,000	435,000	3,450,000	300,000
Intergovernmental	1,000,000	-	-	-	-
Perpetual Care Funds	46,000	46,000	46,000	46,000	300,000
PARC Tax	365,000	-	-	-	-
Culinary Water	8,221,519	2,531,333	3,791,720	2,956,533	440,000
Secondary Irrigation	400,000	1,333,000	1,275,000	50,000	50,000
Sewer	2,610,744	925,000	875,000	1,000,000	425,000
Storm Drain	2,275,819	942,900	2,112,067	893,733	700,000
TOTAL REVENUES	**$ 73,397,586**	**$ 105,200,833**	**$ 82,866,587**	**$ 16,229,366**	**$ 15,607,000**

*Projects budgeted in prior years; remaining appropriations carried forward to fiscal year 2025.

Capital Projects - Capital Equipment

GOVERNMENTAL FUNDS

Department/Project	Funding 2024-25	Adopted 2024-25	Requested 2025-26	Requested 2026-27	Requested 2027-28	Requested 2028-29
Streets & Public Works						
Bobtail	General Funds	$ 75,000	$ 300,000	$ 300,000	$ -	$ -
Crack sealer	General Funds	-	-	75,000	-	-
Trackhoe	General Funds	16,400	-	-	-	-
Total Streets & Public Works		91,400	300,000	375,000	-	-
Cemetery						
Mower Program	General Funds	19,936	-	20,000	-	21,000
Backhoe	General Funds	85,000	-	-	-	-
Mini X Lease	General Funds	13,584	14,000	14,000	14,000	-
Total Cemetery		118,520	14,000	34,000	14,000	21,000
Parks						
Mower Program	General Funds	25,294	36,794	25,294	-	-
Snow Plow/Salter	General Funds	8,000	-	-	-	-
Aerator	General Funds	-	11,290	-	-	-
Front End Loader	General Funds	-	175,000	-	-	-
Playground Replacement	General Funds	-	100,000	100,000	100,000	100,000
Park Furnishings	General Funds	17,000	17,000	17,000	17,000	17,000
ABI Edge Cutter	General Funds	-	10,700	-	-	-
Jumping Jack	General Funds	-	5,000	-	-	-
Total Parks		50,294	355,784	142,294	117,000	117,000

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Attachment: FY2025 Proposed Budget (Tentative Budget - FYE June 30, 2025)

5.2.a

Capital Projects - Capital Equipment

GOVERNMENTAL FUNDS

Department/Project	Funding 2024-25	Adopted 2024-25	Requested 2025-26	Requested 2026-27	Requested 2027-28	Requested 2028-29
Recreation						
Machine Pitch Machine	General Funds	$ -	$ 6,000	$ -	$ -	$ 5,000
Field Paint Machine	General Funds	18,000	16,300	16,500	17,000	17,000
Soccer Goals	General Funds	-	-	-	6,000	-
Golf Cart Replacement	General Funds	-	-	12,000	-	-
Total Recreation		18,000	22,300	28,500	23,000	22,000
Fitness Center						
Cardio & Weight Equipment	General Funds	20,000	28,000	29,000	35,500	30,000
Pool Robot Cleaner	General Funds	-	8,000	-	-	-
Black Tarp Replacement	General Funds	-	-	-	43,000	-
Leisure Pool Boiler Replacement	General Funds	-	250,000	150,000	-	-
Wibit System for Pool	General Funds	-	8,000	-	-	-
Pool Slide Replacement	General Funds	30,000	40,000	-	-	-
Comp Pool Sand Filter Replacement	General Funds	-	-	150,000	-	-
Total Fitness Center		50,000	334,000	329,000	78,500	30,000
Fire						
Technical Rescue Gear	General Funds	10,000	20,000	20,000	20,000	20,000
SWAT Medic Gear	General Funds	15,000	-	-	-	-
Lucas CPR Devises	General Funds	54,000	-	-	-	-
Stair Chairs	General Funds	30,000	-	-	-	-
Other Equipment	General Funds	6,262	-	-	-	-
Vents/Pumps	General Funds	-	36,000	-	-	-
Brush Truck	General Funds	-	-	-	225,000	-
Ambulance	General Funds	-	165,000	280,000	420,000	-
Fire Engine and Equipment	Impact Fees	-	-	-	1,173,789	1,300,000
Total Fire		115,262	221,000	300,000	1,838,789	1,320,000

Capital Projects - Capital Equipment

GOVERNMENTAL FUNDS

Department/Project	Funding 2024-25	Adopted 2024-25	Requested 2025-26	Requested 2026-27	Requested 2027-28	Requested 2028-29
Police						
Radio Replacement	General Funds	-	16,480	16,974	17,484	18,008
Fingerprinting Machine	General Funds	9,300	-	-	-	-
Equipment, Radios, Tasers	General Funds	-	16,480	16,974	17,484	18,008
Total Police		9,300	32,960	33,948	34,968	36,016
Other						
Holiday Decorations	General Funds	$ 30,000	$ 15,000	$ 15,000	$ -	$ -
Total Other		30,000	15,000	15,000	-	-
TOTAL EXPENDITURES		**$ 482,776**	**$ 1,295,044**	**$ 1,257,742**	**$ 2,106,257**	**$ 1,546,016**

ENTERPRISE FUNDS

Department/Project	Funding 2023-24	Adopted 2023-24	Requested 2024-25	Requested 2025-26	Requested 2026-27	Requested 2027-28
Public Works						
Street Sweeper	Storm Drain	$ -	$ 260,000	$ -	$ -	$ -
Trackhoe	Culinary Water	16,400	-	-	-	-
Trackhoe	Irrigation	16,400	-	-	-	-
Trackhoe	Sewer	16,400	-	-	-	-
Trackhoe	Storm Drain	16,400	-	-	-	-
Backhoe Lease	Culinary Water	-	26,500	26,500	26,500	26,500
Mini-X	Culinary Water	-	-	84,000	-	-
Hydro Excavator	Culinary Water	-	-	-	480,000	-
Valve Exercise Machine	Culinary Water	-	75,000	-	-	-
Total Public Works		65,600	361,500	110,500	506,500	26,500
TOTAL EXPENDITURES	-	**$ 65,600**	**$ 361,500**	**$ 110,500**	**$ 506,500**	**$ 26,500**

Capital Projects - Capital Equipment

INTERNAL SERVICE FUNDS

Department/Project	Funding 2024-25	Adopted 2024-25	Requested 2025-26	Requested 2026-27	Requested 2027-28	Requested 2028-29
Fleet Capital		$ 1,140,698	$ 2,144,038	$ 2,318,588	$ 758,775	$ 634,205
Information Technology		300,000	100,000	100,000	100,000	100,000
TOTAL EXPENDITURES		**$ 1,440,698**	**$ 2,244,038**	**$ 2,418,588**	**$ 858,775**	**$ 734,205**
TOTAL CITY-WIDE		**$ 1,989,074**	**$ 3,900,582**	**$ 3,786,830**	**$ 3,471,532**	**$ 2,306,721**

PROJECT FUNDING

Description	Adopted 2024-25	Requested 2025-26	Requested 2026-27	Requested 2027-28	Requested 2028-29
General Funds	$ 1,923,474	$ 3,539,082	$ 3,676,330	$ 1,791,243	$ 980,221
Impact Fees	-	-	-	1,173,789	1,300,000
Culinary Water	16,400	101,500	110,500	506,500	26,500
Sewer	16,400	-	-	-	-
Secondary Irrigation	16,400	-	-	-	-
Storm Drain	16,400	260,000	-	-	-
TOTAL REVENUES	**$ 1,989,074**	**$ 3,900,582**	**$ 3,786,830**	**$ 3,471,532**	**$ 2,306,721**

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
MAY 14, 2024

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

AGENDA ITEM Review and action on approval of a Reimbursement Agreement with Deer Park, LLC. for system improvements along 1100 South.

SUMMARY RECOMMENDATION Deer Park proposes a Reimbursement Agreement for system improvements along 1100 South Street of the recently approved Deer Park Lot 3 development.

BACKGROUND The City Council approved the Deer Park Phase 2 Plat and site plan at the December 12, 2023 regular session meeting. Deer Park has been working closely with the City's Public Works Department on a plan for the underground utilities and roadway improvements along 1100 South in compliance with the approved Master Plans.

A Reimbursement Agreement was drafted by the developer and reviewed by appropriate City personnel. The agreement outlines the parameters for the construction costs of the pressurized irrigation, culinary water, and roadway improvements along 1100 South.

The system improvement impact fees credit adds up to $47,136.60 for pressurized irrigation, $38,718.60 for culinary water, and $16,561.05 for roadway improvements. The total cost for the system improvements adds up to $102,416.25.

BUDGET IMPACT An amount no greater than $102,416.25 for the upsizing of the public improvements along 1100 South, which will be applied as pressurized irrigation, culinary water, and roadway impact fee credits.

SUGGESTED MOTION Move to approve the Reimbursement Agreement for Deer Park for system improvements on 1100 South.

SUPPORTING DOCUMENTS

Developer Executed Deer Park Yard Reimbursement Agreement 050924 (PDF)

DocuSign Envelope ID: 466F61F1-F84E-48B6-8B6B-75BF3E34A0D0

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("*Agreement*") is entered into as of this 20 day of March , 2024, by and between Deer Park, LLC ("*Developer*") with its principal offices located at 42 E 1100 S, Suite 1A, American Fork City, UT 84003 and American Fork City, a municipal corporation and political subdivision of the State of Utah with its principal offices located at 51 East Main Street, American Fork, Utah 84003 ("*City*").

RECITALS

WHEREAS, Developer owns and/or will develop certain parcels of property located in American Fork, Utah County, Utah, specifically Parcel 13:067:0121 which consists of approximately 4.03 acres and is further described in Exhibit A attached hereto (the "*Property*").

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

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

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

AGREEMENT

1. Culinary Water Line. Developer is proposing to install culinary water lines through its project at the required minimum size as required by City codes and standards. The City seeks to have the pipe within development upsized to a 12" PVC and 14" HDPE pipe to accommodate additional off-site uses. Each upsized pipe is a system improvement. The lengths of pipe, associated materials and costs are set forth, and agreed to as shown, in the attached Exhibit B.

2. Pressurized Irrigation Line. Developer is proposing to install pressurized irrigation lines through its project at the required minimum size as required in City codes and standards. The City seeks to have the pipe within development upsized to a 12" PVC and 14" HDPE pipe to accommodate additional off-site uses. Each upsized pipe is a system improvement. The lengths of pipe, associated materials and costs are set forth, and agreed to as shown, in the attached Exhibit B.

Attachment: Developer Executed Deer Park Yard Reimbursement Agreement 050924 (Reimbursement Agreement for Deer Park, LLC)

DocuSign Envelope ID: 466F61F1-F84E-48B6-8B6B-75BF3E34A0D0

3. Sidewalk/Trail. Developer is proposing to construct a sidewalk at the required minimum size as required in City codes and standards. The City seeks to have some or all of the sidewalk within the development upsized to a 6' wide side path to accommodate additional off-site uses. Each upsized sidewalk is a system improvement. The additional work, associated materials and costs are set forth, and agreed to as shown, in the attached Exhibit B.

4. Road. Developer is proposing to construct asphalt roads necessary for its development. The City seeks to have some of the asphalt roads within Deer Park Lot 3 Storage constructed wider than is necessary for the development to accommodate additional off-site uses. Each upsized asphalt road is a system improvement. The construction of the road beyond that necessary for the development is reimbursable to the Developer. The additional square footage, associated materials and costs are set forth, and agreed to as shown, in the attached Exhibit B.

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

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

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

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

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

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

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

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

Attachment: Developer Executed Deer Park Yard Reimbursement Agreement 050924 (Reimbursement Agreement for Deer Park, LLC)

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

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

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

DEVELOPER

DocuSigned by:
Tyler Horan
FC9D625B9681448...

By: __Tyler Horan__
Its: ___Manager_____

AMERICAN FORK CITY

Bradley J. Frost
Mayor, American Fork City

ATTEST:

City Recorder

Approved as to form:

_____
City Attorney

Approved as to content:

_____
City Engineer

Attachment: Developer Executed Deer Park Yard Reimbursement Agreement 050924 (Reimbursement Agreement for Deer Park, LLC)

DocuSign Envelope ID: 466F61F1-F84E-48B6-8B6B-75BF3E34A0D0

EXHIBIT A
Parcel Legal Description

BOUNDARY DESCRIPTION

A parcel of land being a part of an entire tract described in that Warranty Deed recorded December 27, 2021 as Entry No. 212962:2021 in the Office of the Utah County Recorder. Said parcel of land 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 the southwesterly corner of Lot 1, Deer Park Subdivision recorded April 5, 2022 as Entry No. 42674:2022, having Map No. 18261 in the Office of said 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 an existing boundary line agreement shown on that Record of Survey for Boundary Line Agreement filed as 22-325 in the Office of the Utah County Surveyor; thence N. 00°22'32" E. (Deed = North) 627.37 feet along said boundary line agreement to the Quarter Section line; thence S. 89°56'25" E. (Deed = East) 275.00 feet along said Quarter Section line to a northerly extension of the westerly line of said Lot 1, Deer Park Subdivision; thence S. 00°28'09" W. 755.19 feet along said extension and westerly line of Lot 1, Deer Park Subdivision to the **Point of Beginning**.

The above-described parcel of land contains 189,711 sq ft or 4.355 acres, more or less. 1 Lot.

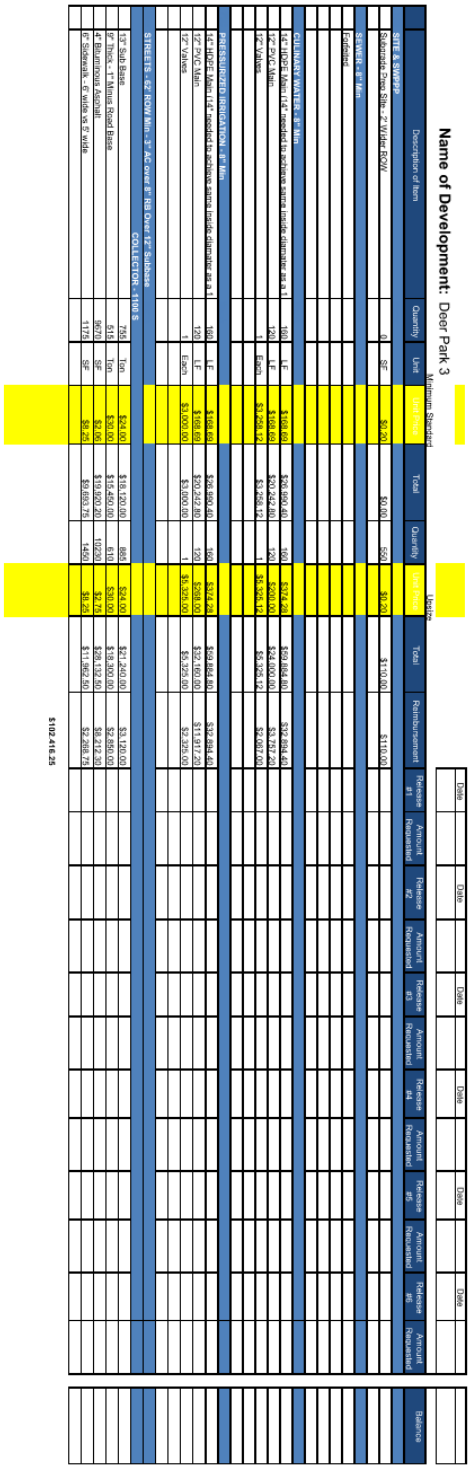
Tax ID: 13:067:0121

BASIS OF BEARING: S. 89°00'19" E. along a monument line between the Reference Monuments to the South Quarter Corner and the Southeast Corner of Section 26, Township 5 South, Range 1 East, Salt Lake Base and Meridian.

Attachment: Developer Executed Deer Park Yard Reimbursement Agreement 050924 (Reimbursement Agreement for Deer Park, LLC)

EXHIBIT "B"

Description of Improvements and estimated cost (bid schedule)



Name of Development: Deer Park 3

Description of Item	Quantity	Unit	Minimum Standard Unit Price	Total	Quantity	Unit	Total	Reimbursement	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 & SWPPP									Date		Date		Date		Date		Date		Date		
Sidewalk Pass Site - 2' Wide ROW	0	SF	$0.20	$0.00	550	SF	$0.20	$110.00													
Earthwork - 8" Min.																					
Earthwork																					
CULINARY WATER - 8" Min																					
8" HDPE Main (1.6" needed to achieve same inside diameter as a 1	100	LF	$168.69	$26,890.40	100	LF	$374.28	$59,684.00													
8" HDPE Main (1.6" needed to achieve same inside diameter as a 1	120	LF	$168.69	$20,242.80	120	LF	$208.00	$24,960.00													
8" PVC Main	1	Each	$3,000.00	$3,000.00	1	Each	$5,325.00	$5,325.00													
8" Valves	1	Each	$3,258.12	$3,258.12	1	Each	$5,325.00	$5,325.12													
IRRIGATION - 8" Min																					
8" HDPE Main (1.6" needed to achieve same inside diameter as a 1	100	LF	$168.69	$26,890.40	100	LF	$374.28	$59,684.00													
8" PVC Main	120	LF	$168.69	$20,242.80	120	LF	$208.00	$24,960.00													
8" Valves	1	Each	$3,000.00	$3,000.00	1	Each	$5,325.00	$5,325.00													
STREETS - 62' ROW Min - 3" AC over 8" RB Over 12" Subbase																					
COLLECTOR - 1000' S																					
30" Sub Base	765	Ton	$234.00	$179,100.00	844	Ton	$234.00	$197,760.00													
6" Thick, 1" Minus Road Base	615	Ton	$33.00	$145,450.00	6161	Ton	$33.00	$138,300.00													
4" Bituminous Asphalt	90720	SF	$2.06	$193,920.20	10529	SF	$2.75	$28,132.00													
6" Sidewalk - 6" wells vs 5" wide	11775	SF	$9.25	$93,693.75	1450	SF	$9.25	$11,962.50													
								$102,416.25													

Attachment: Developer Executed Deer Park Yard Reimbursement Agreement 050924 (Reimbursement Agreement for Deer Park, LLC)

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
MAY 14, 2024

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

AGENDA ITEM Review and action on an ordinance approving the YD3 Annexation consisting of 0.20 acres and located at approximately 250 South 1160 West, including the ordinance of annexation, annexation agreement, and placement of the property in the TOD zone

SUMMARY RECOMMENDATION
The Planning Commission recommended approval of the YD3 annexation agreement. Staff would recommend approval of the annexation.

BACKGROUND
The applicant has applied for annexation within American Fork City. The applicant, Brian Bird, is petitioning for annexation into American Fork City for the property located at 225 South 1160 West. This property consists of 0.20 acres and will clean up a small portion of land that is owned by the applicant but was not included in the initial annexation.

Approval of the ordinance would allow the recorder's office to finish up the annexation process, which would include having the council sign the annexation plat and mayor sign the agreement.

BUDGET IMPACT
NA

SUGGESTED MOTION
Move to adopt the ordinance approving the YD3 Annexation, consisting of 0.20 acres at approximately 250 South 1160 West, including the ordinance of annexation, annexation agreement, street dedication plat, and placement of the property in the TOD zone, and authorize the mayor and council to sign the annexation documents, annexation plat, and street dedication plat.

SUPPORTING DOCUMENTS

YD3 Annexation Agreement - Final Approved 05.08.2024 (UNSIGNED) (PDF)
Ordinance of Annexation (PDF)

ANNEXATION AGREEMENT
(YD3 Annexation)

This Agreement, made and entered into this __ day of __ __ __ , 2024, by and between City of American Fork, Utah, a Utah Municipal Corporation (hereafter referred to as "City") and Brian Bird; The Yard AF LLC, a Utah corporation, (hereafter collectively referred to as "Applicant"), is based on the following:

RECITALS

WHEREAS, Applicant is the owner of certain parcels of privately-owned real property constituting the entirety of the YD3 Annexation Area, which annexation is located within the unincorporated territory of Utah County, contiguous to the corporate boundary of the City, and is within the City's proposed expansion area;

WHEREAS, the annexation will create an unincorporated island;

WHEREAS, Utah County approved a Resolution on 04/09/2024 agreeing to the annexation and the creation of the unincorporated island;

WHEREAS, a "Petition for Annexation" (Attachment 1), together with a plat (Attachment 2) have been prepared by the Applicant and show the real property proposed for annexation (hereafter referred to as "Annexation Area");

WHEREAS, in accordance with the provisions of UCA 10-2-402, the American Fork City Council has heretofore adopted Resolution No. 2024-04-08R, accepting the Petition for Annexation;

WHEREAS, notice of hearing regarding the proposed annexation has been published and the public hearing thereon held;

WHEREAS, the City Council has determined that annexation of the Annexation Area is in the best interest of the City and has indicated an intent to: (1) enact an ordinance of annexation relating thereto, subject to the prior execution of this Agreement, and (2) authorize the recording of the annexation plat at the office of the Utah County Recorder, subject to the terms and conditions of this Agreement.

TERMS AND CONDITIONS

NOW THEREFORE, based on the above recitals and in consideration of the annexation of the Annexation Area to the City, the parties covenant and agree as follows:

SECTION 1 - Applicability of Agreement: The real property to which the terms of this Agreement apply shall be the parcels of private property within the Annexation Area, identified on Attachment 2. Attachment 2 is hereby made part of this Agreement.

SECTION 2 - Annexation a benefit to Applicant: Applicant and City acknowledge that the City is not required to approve the annexation and that the terms and conditions of annexation, as set forth herein, are reasonable and entered into freely and voluntarily. Further, Applicant hereby

Attachment: YD3 Annexation Agreement - Final Approved 05.08.2024 (UNSIGNED) (YD3 Annexation - Ordinance of Annexation)

acknowledges and agrees that the benefit received from annexation of the property is equal to or greater than the requirements and conditions of annexation as set forth in this Agreement and the conditions of the development as set forth herein and under the terms of the City's Development Code and Impact Fee Ordinance does not constitute a taking as defined pursuant to the terms of UCA 10-9a-103(6), 1953, as amended.

SECTION 3 - Authority of Applicant: Applicant hereby affirms that it is the current owner of the total private land area within the Annexation Area and has complete authority to enter into this Agreement and bind the property hereto.

SECTION 4 - Compatibility with Land Use Plan and Initial Zone Classification: The Land Use Element of the General Plan shows the Annexation Area classified as Transit Oriented Development. Therefore, the zone classification attached to the parcel shall be Transit Oriented Development for areas designated as such under the Land Use Plan. A map illustrating the zone classification has been prepared by the City and is made part of this agreement (Attachment 3).

SECTION 5 - Right-of-way to be Conveyed:

As a condition of annexation, Applicant hereby agrees to dedicate and convey to the City the right-of-way necessary for the construction of 300 South and 1160 West in accordance with American Fork City Code in the location shown on Edgewater North Subdivision Plat prepared by the Applicant and approved by the City (Attachment 4). Applicant shall have no obligation to construct any improvements to the ROWs unless and until any improvement or development occurs within the Annexation Area, subject to the provisions as outlined in the American Fork City Development Code Section 17.5.126 (Minimum Level of Improvements Required).

SECTION 6 - Conveyance of Water Right: American Fork City Code 17.1.400, Conveyance of Water, requires conveyance of water shares/rights at the time of annexation unless the City determines that there is good and sufficient reason to delay the time of the conveyance. City and Applicant acknowledge and agree that the parties are unable to determine the quantity of shares/rights required for the Annexation Area at the present time and therefore, the City authorizes a delay in the time of conveyance of water shares/rights until the time of development. A Water Delay Agreement is hereby entered into by the parties and is incorporated into this Agreement as (Attachment 5).

SECTION 7 - Open Ditches to be Piped: Applicant acknowledges that it is its burden in full to pipe any and all gravity irrigation conveyances (ditches), to the standards of the City and to the standards of the applicable irrigation company or private ditch easement holders as part of any forthcoming development project.

SECTION 8 - Property Taxes and Rollback Taxes to be Paid on any Right-of-Way Dedicated to City: Applicant agrees to pay any outstanding property taxes on the Annexation Area including any and all rollback taxes if the subject area is classified as "Greenbelt" with the Utah County Tax Assessor, for any areas identified as ROW to be dedicated to City. Proof of payment of these taxes shall be required prior to recording of this Agreement.

SECTION 9 - Impact Fees: No impact fees are required to be paid at this time as a condition of annexation. However, nothing in this Agreement constitutes a waiver of any obligation that Applicant or any successor may have for the payment of impact fees required as a condition of

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development of the Annexation Area or any portion thereof. Applicant acknowledges that no development approval or building permit shall be issued until all applicable fees required by City ordinance have been paid at the amount then in effect.

SECTION 10 - Default: In the event either party seeks to enforce the terms hereof in a lawsuit or other proceeding, the prevailing party shall be entitled to an award of the costs incurred, including reasonable attorney fees.

SECTION 11 - Notice: Any notice to be given hereunder shall be given by certified mail, return receipt requested, addressed as follows:

a. If to the City, to the City of American Fork, 51 East Main Street, American Fork Utah, 84003.

b. If to Applicant, to Brian Bird, The Yard, AF LLC, 980 E 800 N #102 Orem, UT 84097

SECTION 12 - Entire Agreement: This Agreement constitutes the entire agreement between the parties and may be changed only in writing signed by all parties.

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

SECTION 14 - Binding Effect: This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns.

IN WITNESS WHEREOF, the parties have signed this agreement on the date first mentioned above.

AMERICAN FORK CITY

_____ _____

Bradley J. Frost, Mayor

ATTEST:

City Recorder

Attachment: YD3 Annexation Agreement - Final Approved 05.08.2024 (UNSIGNED) (YD3 Annexation - Ordinance of Annexation)

ATTACHMENT #1

American Fork City
Recorder's Office
51 E. Main Street
American Fork, UT 84003
801-763-3000

Petition for Annexation

Petition Title: YD3 Annexation

Property Location: Approx. 250 S. 1160 W American Fork Acreage: .20 acres

Property Owner Names:	Property Address:	Parcel ID#:
YArd AF, LLC	1160 W. 250 S. AF, UT	56:040:0014 / 56:04
TACE, LLC	"	13:041:0125

(Attach Additional Sheets if needed)

Sponsor Name: Brian Bird Phone: ___

Address: _____

Email Address: brian@birdhomes.net

Include with Petition:

- Petition for Annexation and signature page
- Accurate and recordable mylar map
  - Electronic copy of map emailed to tlurker@americanfork.gov and mwhite@americanfork.gov
  - One 24" x 36" map stamped by a licensed surveyor
- Copy of the Notice of Intent to File an Annexation Petition sent to affected entities, including the date notices were sent and a list of the affected entities notices were sent.
- On the date of filing with the city recorder, deliver copy of petition to Utah County Clerk

Attachment: YD3 Annexation Agreement - Final Approved 05.08.2024 (UNSIGNED) (YD3 Annexation - Ordinance of Annexation)

American Fork City
Recorder's Office
51 E. Main Street
American Fork, UT 84003
801-763-3000

Petition for Annexation Signature Page

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 shall do so no later than 30 days after American Fork City receives notice that the petition has been certified.

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.

Signature	Printed Name	Parcel ID
as sponsor	Brian Bird	56:040:0014/56:040

Address

Telephone Number	Email Address
	brian@birdhomes.net

Signature	Printed Name	Parcel ID
- as Manager Yard AF, LLC	Rachel Bird	

Address

Telephone Number	Email Address

X

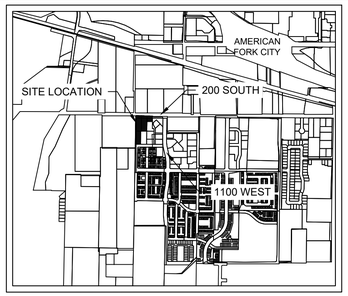
Signature	Printed Name	Parcel ID
	Bart Brodsbaugh	13:041:0125

Address: 6233 W Sunrise Dr. Highland, UT 84003

Telephone Number	Email Address

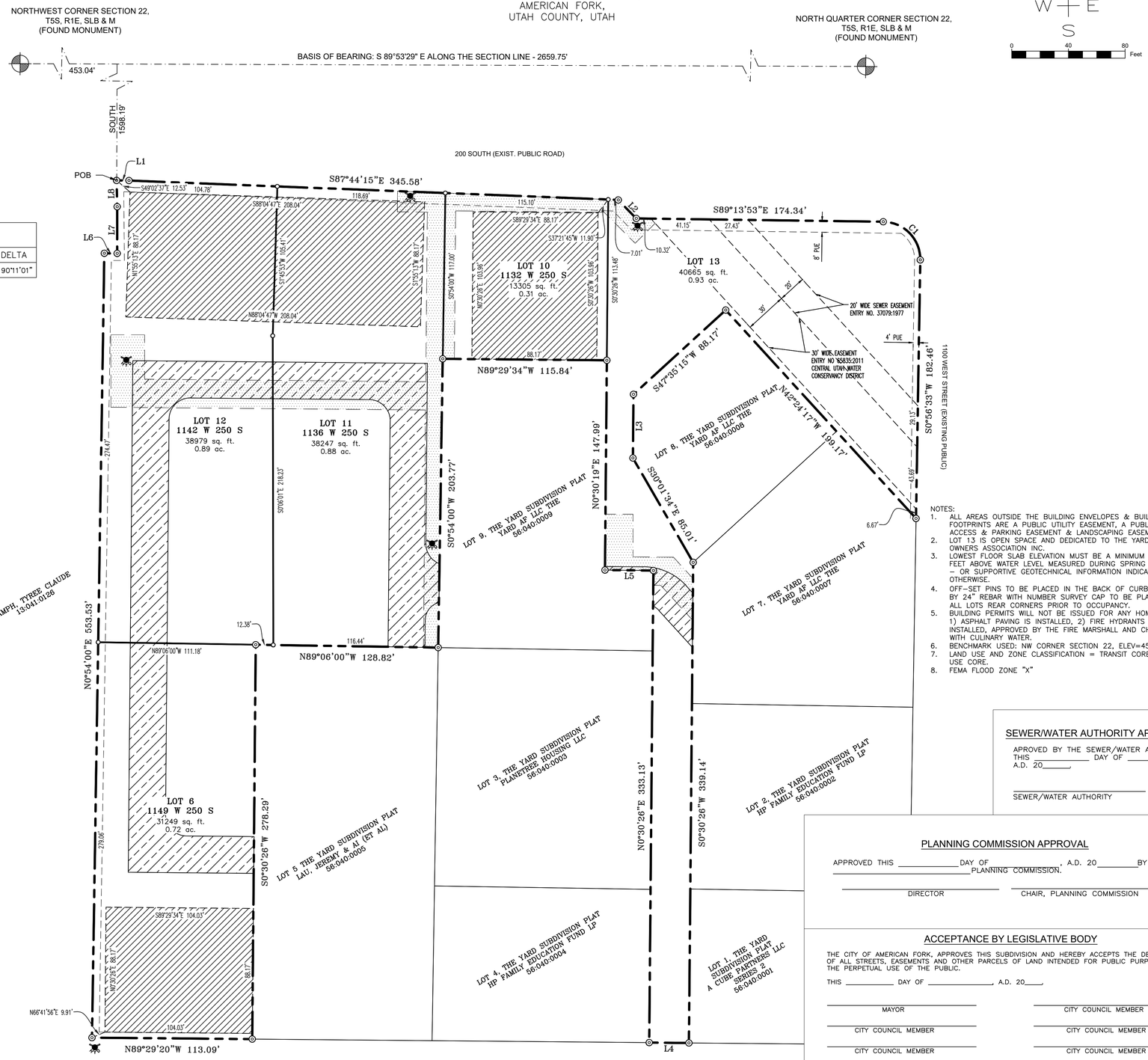
(Attach additional Sheets as needed)

Attachment: YD3 Annexation Agreement - Final Approved 05.08.2024 (UNSIGNED) (YD3 Annexation - Ordinance of Annexation)



THE YARD SUBDIVISION PLAT "B"

INCLUDING AN AMENDMENT TO LOTS 6, 10, 11, 12, & 13 OF THE YARD SUBDIVISION PLAT
LOCATED IN THE WEST HALF OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, AMERICAN FORK, UTAH COUNTY, UTAH



CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C1	41.71'	26.50'	37.54'	S44°08'18"E	90°11'01"

LINE TABLE		
LINE	LENGTH	DIRECTION
L1	8.74'	S89°25'51"E
L2	18.28'	S44°13'53"E
L3	44.96'	S0°30'26"W
L4	28.05'	N89°29'34"W
L5	34.16'	N89°24'48"W
L6	9.07'	S89°29'34"E
L7	32.94'	N0°00'00"E
L8	18.58'	N1°17'02"W

LEGEND

- OVERALL PROPERTY CORNER
- LOT CORNER
- SECTION CORNER MONUMENT (NTS)
- PROPERTY LINE
- LOT LINE.
- PUE
- BLDG ENVELOPE
- AN EXISTING FIRE ACCESS EASEMENT. SEE THE YARD SUBDIVISION PLAT OF OFFICIAL RECORDS
- AN EXISTING 20' WIDE WATER LINE EASEMENT. SEE THE YARD SUBDIVSION PLAT OF OFFICIAL RECORDS
- EXISTING FIRE HYDRANT.

NOTES:
1. ALL AREAS OUTSIDE THE BUILDING ENVELOPES & BUILDING FOOTPRINTS ARE A PUBLIC UTILITY EASEMENT, A PUBLIC ACCESS & PARKING EASEMENT & LANDSCAPING EASEMENT.
2. LOT 13 IS OPEN SPACE AND DEDICATED TO THE YARD HOME OWNERS ASSOCIATION INC.
3. LOWEST FLOOR SLAB ELEVATION MUST BE A MINIMUM OF 3 FEET ABOVE WATER LEVEL MEASURED DURING SPRING SEASON – OR SUPPORTIVE GEOTECHNICAL INFORMATION INDICATING OTHERWISE.
4. OFF–SET PINS TO BE PLACED IN THE BACK OF CURB AND 5/8" BY 24" REBAR WITH NUMBER SURVEY CAP TO BE PLACED AT ALL LOTS REAR CORNERS PRIOR TO OCCUPANCY.
5. BUILDING PERMITS WILL NOT BE ISSUED FOR ANY HOME UNTIL 1) ASPHALT PAVING IS INSTALLED, 2) FIRE HYDRANTS ARE INSTALLED, APPROVED BY THE FIRE MARSHALL AND CHARGED WITH CULINARY WATER.
6. BENCHMARK USED: NW CORNER SECTION 22, ELEV=4524.26'
7. LAND USE AND ZONE CLASSIFICATION = TRANSIT CORE–MIXED USE CORE.
8. FEMA FLOOD ZONE "X"

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

SURVEYOR'S CERTIFICATE

I, JAXON T. BROWN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR. AND THAT I HOLD LICENSE NO. 13513878 IN ACCORDANCE WITH TITLE 58, CHAPTER 22 OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT, UTAH CODE ANNOTATED, 1953 AS AMENDED. I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW IN ACCORDANCE WITH SECTION 17–23–17, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS PLAT IS TRUE AND CORRECT.

BOUNDARY DESCRIPTION

A PARCEL OF LAND SITUATE IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE YARD SUBDIVISION PLAT, ON FILE IN THE OFFICE OF THE UTAH COUNTY RECORDER, SAID POINT IS LOCATED 453.04 FEET S 89°53'29" E ALONG THE SECTION LINE AND 1598.19 FEET SOUTH FROM THE NORTHWEST CORNER OF SAID SECTION 22, AND RUNNING THENCE ALONG THE BOUNDARY OF SAID THE YARD SUBDIVISION PLAT THE FOLLOWING SIX COURSES: 1) S 89°25'51" E FOR A DISTANCE OF 8.74 FEET, 2) S 87°44'15" E FOR A DISTANCE OF 345.58 FEET, 3) S 44°13'53" E FOR A DISTANCE OF 18.28 FEET, 4) S 89°13'53" E FOR A DISTANCE OF 174.34 FEET TO THE BEGINNING OF A CURVE, 5) ALONG SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 90°11'01", HAVING A RADIUS OF 26.50 FEET, AND WHOSE LONG CHORD BEARS S 44°08'18" E FOR A DISTANCE OF 37.54 FEET, 6) S 00°56'33" W FOR A DISTANCE OF 182.46 FEET TO THE NORTHEAST CORNER OF LOT 7, THE YARD SUBDIVISION PLAT, THENCE N 42°24'17" W FOR A DISTANCE OF 199.17 FEET TO THE NORTH MOST CORNER OF LOT 8, THE YARD SUBDIVISION PLAT, THENCE ALONG THE BOUNDARY OF SAID LOT 8 THE FOLLOWING THREE COURSES: 1) S 47°35'15" W FOR A DISTANCE OF 88.17 FEET, 2) S 00°30'26" W FOR A DISTANCE OF 44.96 FEET, 3) S 30°01'34" E FOR A DISTANCE OF 85.01 FEET, THENCE ALONG THE WESTERLY BOUNDARY OF LOTS 7, 2, & 1 OF SAID THAT YARD SUBDIVISION PLAT S 00°30'26" W FOR A DISTANCE OF 339.14 FEET TO THE NORTHERLY RIGHT–OF–WAY OF 300 SOUTH STREET, THENCE ALONG SAID RIGHT–OF–WAY N 89°29'34" W FOR A DISTANCE OF 28.05 FEET, THENCE ALONG THE EASTERLY BOUNDARY OF LOTS 4, 3, & 9 OF SAID THE YARD SUBDIVISION PLAT N 00°30'26" E FOR A DISTANCE OF 333.13 FEET, THENCE ALONG THE BOUNDARY OF SAID LOT 9 THE FOLLOWING FOUR COURSES: 1) N 89°24'48" W FOR A DISTANCE OF 34.16 FEET, 2) N 00°30'19" E FOR A DISTANCE OF 147.99 FEET, 3) N 89°29'34" W FOR A DISTANCE OF 115.84 FEET, 4) S 00°54'00" W FOR A DISTANCE OF 203.77 FEET TO THE NORTHEAST CORNER OF LOT 5 OF SAID THE YARD SUBDIVISION PLAT, THENCE ALONG THE BOUNDARY OF SAID LOT 5 THE FOLLOWING TWO COURSES: 1) N 89°06'00" W FOR A DISTANCE OF 128.82 FEET, 2) S 00°30'26" W FOR A DISTANCE OF 278.29 FEET TO THE BOUNDARY OF SAID THE YARD SUBDIVISION PLAT, THENCE ALONG SAID BOUNDARY THE FOLLOWING FIVE COURSES: 1) N 89°29'20" W FOR A DISTANCE OF 113.09 FEET, 2) N 00°54'00" E FOR A DISTANCE OF 553.53 FEET, 3) S 89°29'34" E FOR A DISTANCE OF 9.07 FEET, 4) N 00°00'00" E A DISTANCE OF 32.94 FEET, 5) N 01°17'02" W FOR A DISTANCE OF 18.58 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINS 3.73 ACRES (162,445 SQ. FT.) ± AND 5 LOTS.

Jaxon T. Brown
JAXON T. BROWN
PLS 13513878

03/07/2024
DATE:

SURVEYOR'S SEAL

PROFESSIONAL LAND SURVEYOR
03/07/24
NO. 13513878
JAXON T. BROWN
STATE OF UTAH

OWNER'S DEDICATION

KNOW ALL BY THESE PRESENTS THAT WE, ALL THE UNDERSIGNED OWNERS OF ALL THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS PLAT, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR THE PERPETUAL USE OF THE PUBLIC.

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

YARD AF LLC THE

PRINT: _____ (MANAGER) SIGN: _____ (MANAGER)

CORPORATE ACKNOWLEDGEMENT

STATE OF UTAH
COUNTY OF UTAH } S.S.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF, 20__ , BY _____, WHO PERSONALLY APPEARED BEFORE ME, WHO BEING DULY SWORN OR AFFIRMED, DID SAY THAT HE/SHE IS THE _____ OF YARD AF LLC THE, AND THAT THE WITHIN AND FOREGOING INSTRUMENT WAS SIGNED IN BEHALF OF SAID COMPANY, AND IN HIS/HER CAPACITY AS _____ OF YARD AF LLC THE.

MY COMMISSION NUMBER: _____ SIGNED: (A NOTARY PUBLIC COMMISSIONED IN UTAH)

MY COMMISSION EXPIRES: _____ PRINT NAME OF NOTARY

SEWER/WATER AUTHORITY APPROVAL

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

SEWER/WATER AUTHORITY

UTAH COUNTY RECORDER

PLANNING COMMISSION APPROVAL

APPROVED THIS _____DAY OF _____, A.D. 20_____BY THE _____PLANNING COMMISSION.

DIRECTOR — CHAIR, PLANNING COMMISSION

ACCEPTANCE BY LEGISLATIVE BODY

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

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

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

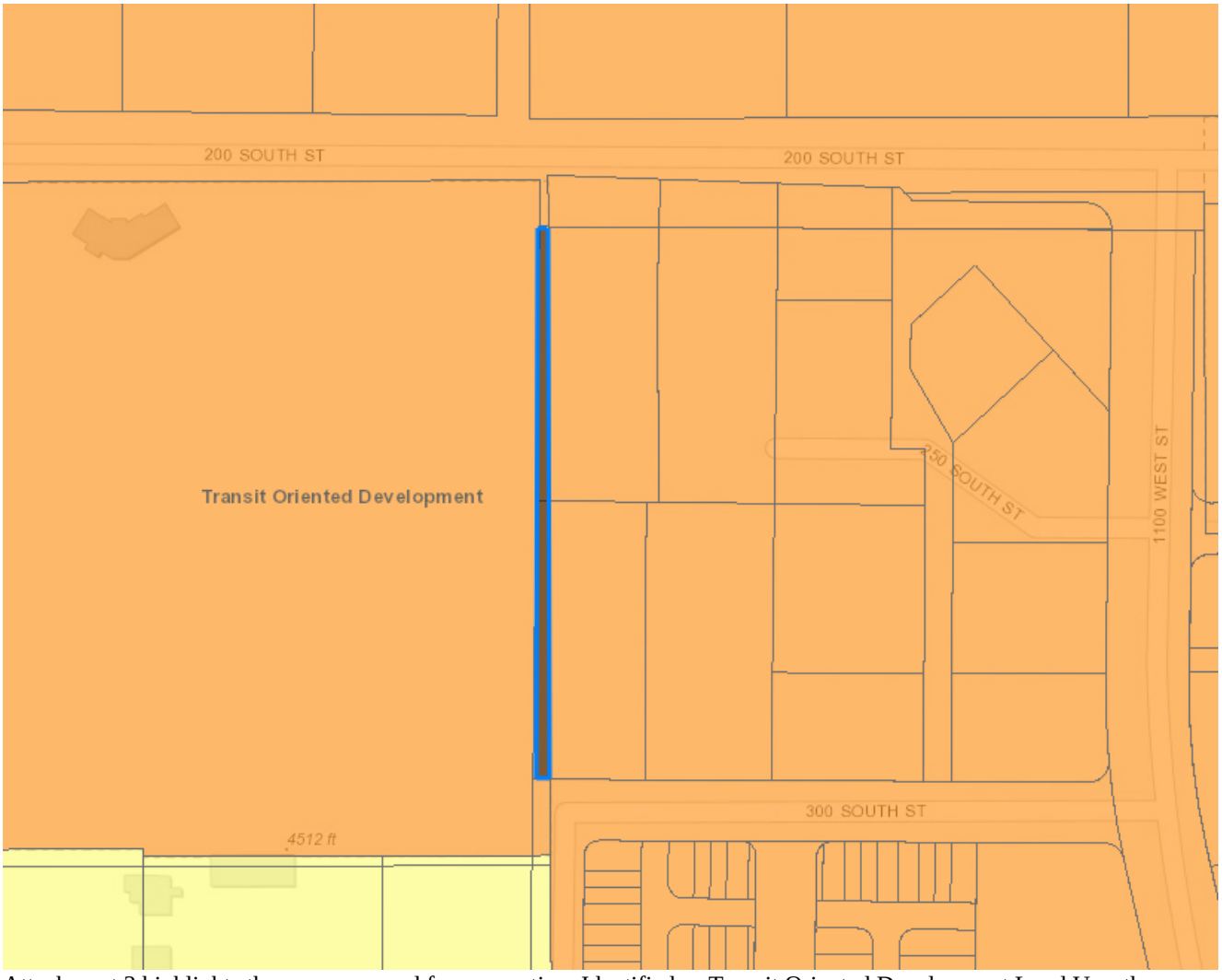
PLAT "B"
THE YARD SUBDIVSION

INCLUDING AN AMENDMENT TO LOTS 6, 10, 11, 12, & 13 OF THE YARD SUBDIVISION PLAT
SITUATE IN THE WEST HALF OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN

AMERICAN FORK, UTAH COUNTY, UTAH
SCALE: 1" = 40'

NOTARY PUBLIC SEAL	CITY ENGINEER SEAL	CLERK-RECORDER SEAL

Attachment: YD3 Annexation Agreement - Final Approved 05.08.2024 (UNSIGNED) (YD3 Annexation - Ordinance of Annexation)

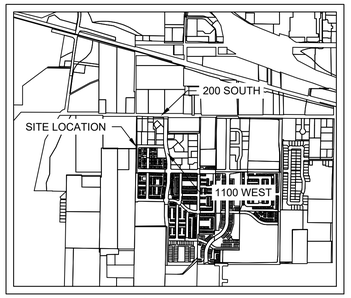


Attachment 3 highlights the area proposed for annexation. Identified as Transit Oriented Development Land Use, the zoning is recommended to be Transit Oriented Development

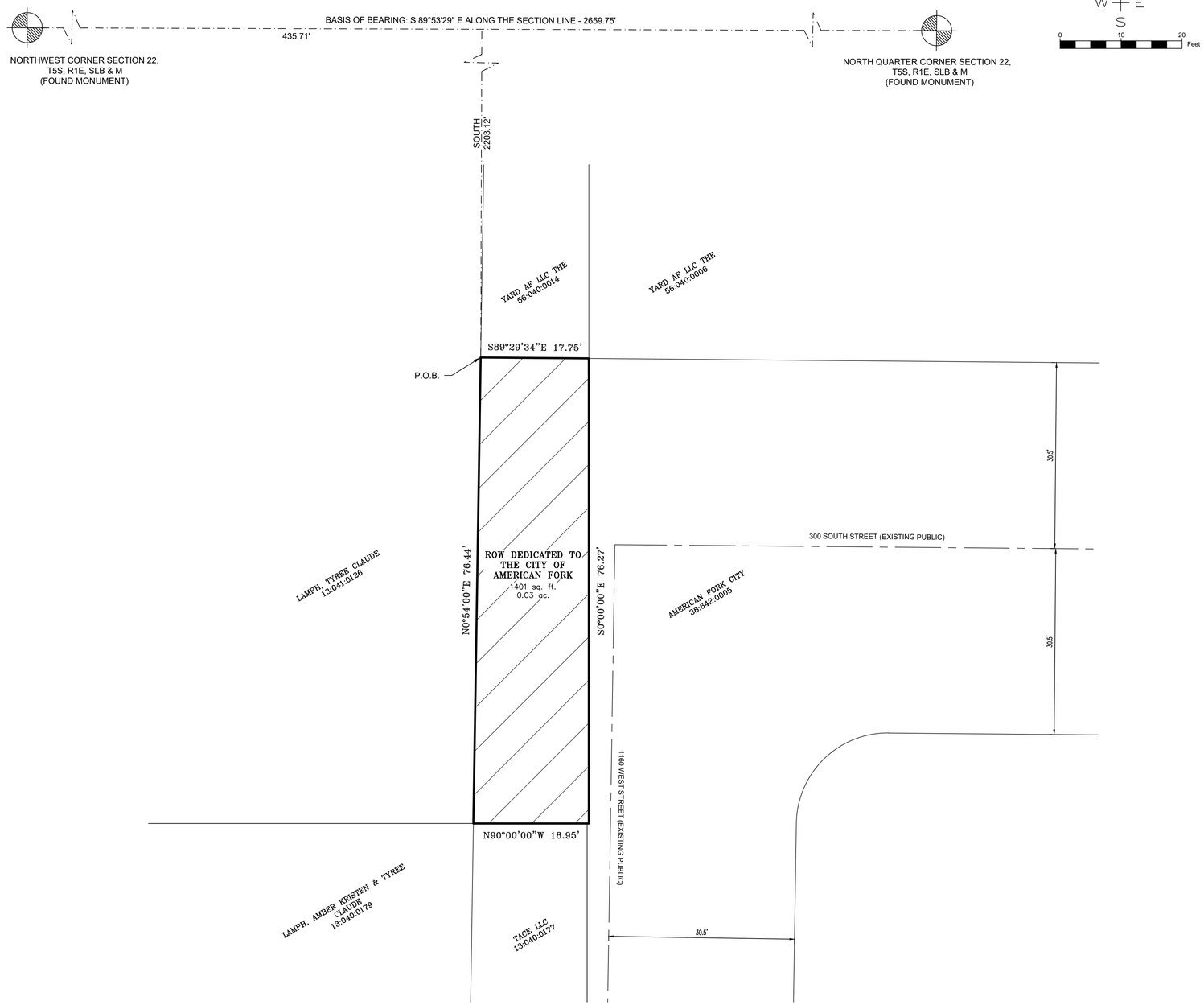
Attachment: YD3 Annexation Agreement - Final Approved 05.08.2024 (UNSIGNED) (YD3 Annexation - Ordinance of Annexation)

YD3 1160 WEST ROAD DEDICATION PLAT "A"

LOCATED IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN, UTAH COUNTY, UTAH



VICINITY MAP
(NTS)



SURVEYOR'S CERTIFICATE

I, JAXON T. BROWN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR. AND THAT I HOLD LICENSE NO. 13513878 IN ACCORDANCE WITH TITLE 58, CHAPTER 22 OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT, UTAH CODE ANNOTATED, 1953 AS AMENDED. I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW IN ACCORDANCE WITH SECTION 17-23-17, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS PLAT IS TRUE AND CORRECT.

BOUNDARY DESCRIPTION

A PORTION OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, MORE PARTICULAR DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED 435.71 FEET S 89°53'29" E ALONG THE SECTION LINE AND 2203.12 FEET SOUTH FROM THE NORTHWEST CORNER OF SAID SECTION 22, SAID POINT IS ALSO THE SOUTHWEST CORNER OF THE YARD SUBDIVISION PLAT ON FILE IN THE OFFICE OF THE UTAH COUNTY RECORDER, FILE NO. 17159; AND RUNNING THENCE ALONG THE BOUNDARY OF THE SAID THE YARD SUBDIVISION PLAT S 89°29'34" E FOR A DISTANCE OF 17.75 FEET TO A POINT ON THE EXISTING BOUNDARY OF AMERICAN FORK CITY LIMITS SHOWN ON THE WESTERLY DESCRIBED LINE OF BOLEY II ANNEXATION PLAT OF OFFICIAL RECORDS, THENCE ALONG SAID BOUNDARY S 00°00'00" W FOR A DISTANCE OF 76.27 FEET TO THE EXISTING BOUNDARY OF AMERICAN FORK CITY LIMITS SHOWN ON THE SPRING CREEK WEST ANNEXATION PLAT OF OFFICIAL RECORDS, THENCE ALONG SAID EXISTING BOUNDARY N 90°00'00" W 18.95 FEET, THENCE N 00°54'00" E FOR 76.44 FEET TO THE POINT OF BEGINNING.

SAID PORTION CONTAINS 0.03 ACRES (1,401 SQ FT) ±

SURVEYOR'S SEAL

Jaxon T. Brown

JAXON T. BROWN.
PLS 13513878

03/07/2024
DATE:

PROFESSIONAL LAND SURVEYOR
03/07/24
NO. 13513878
JAXON T. BROWN
STATE OF UTAH

OWNER'S DEDICATION

KNOW ALL BY THESE PRESENTS THAT WE, ALL THE UNDERSIGNED OWNERS OF ALL THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS PLAT, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR THE PERPETUAL USE OF THE PUBLIC.

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

TACE LLC

PRINT: _____ (MANAGER) SIGN: _____ (MANAGER)

CORPORATE ACKNOWLEDGEMENT

STATE OF UTAH
COUNTY OF UTAH } S.S.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF, _____, 20____, BY _____, WHO PERSONALLY APPEARED BEFORE ME, WHO BEING DULY SWORN OR AFFIRMED, DID SAY THAT HE/SHE IS THE _____ OF TACE LLC, AND THAT THE WITHIN AND FOREGOING INSTRUMENT WAS SIGNED IN BEHALF OF SAID COMPANY, AND IN HIS/HER CAPACITY AS _____ OF TACE LLC.

MY COMMISSION NUMBER: _____ SIGNED: (A NOTARY PUBLIC COMMISSIONED IN UTAH)

MY COMMISSION EXPIRES: _____ PRINT NAME OF NOTARY

ACCEPTANCE BY LEGISLATIVE BODY

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

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

MAYOR

CITY COUNCIL MEMBER

CITY COUNCIL MEMBER

CITY COUNCIL MEMBER

CITY COUNCIL MEMBER

CITY COUNCIL MEMBER

CITY COUNCIL MEMBER

CITY COUNCIL MEMBER

APPROVED BY ENGINEER

ATTEST CLERK-RECORDER (SEE SEAL BELOW)

UTAH COUNTY RECORDER

PLANNING COMMISSION APPROVAL

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

PLANNER

PLANNING COMMISSION CHAIRMAN

PLAT "A"

YD3 1160 WEST ROAD DEDICATION

SITUATE IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN

AMERICAN FORK UTAH COUNTY, UTAH

SCALE: 1" = 10'

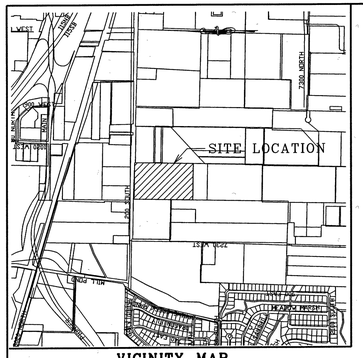
NOTARY PUBLIC SEAL	CITY ENGINEER SEAL	CLERK-RECORDER SEAL

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

Attachment: YD3 Annexation Agreement - Final Approved 05.08.2024 (UNSIGNED) (YD3 Annexation - Ordinance of Annexation)

EDGEWATER NORTH SUBDIVISION

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



VICINITY MAP

SCALE (FEET)
0 80 160 240 320

MONUMENT TABLE		
#	Northing	Easting
M1	742847.13	1910527.95
M2	742327.65	1910588.32
M3	742852.50	1909921.36
M4	742340.20	1909913.31

Line Table		
Name	Length	Direction
L1	78.38	S 00°56'33" W
L2	17.06	N 88°56'04" W
L3	79.00	S 01°03'56" W
L4	42.57	S 89°29'34" E

Lot Addresses	
Lot	Address
1	1146 West 300 South
2	1141 West 350 South
3	304 South 1100 West
4	1104 West 300 South

105

Curve Table					
Name	Delta	Radius	Length	Chord	Chord BRG
C1	13°35'25"	792.00	187.86	187.42	S 05°51'10" E
C2	90°09'56"	15.00	23.61	21.24	S 45°58'58" W
C3	95°18'52"	20.00	33.27	29.57	S 42°51'04" W
C4	13°35'26"	750.00	177.90	177.48	S 05°51'10" E
C5	77°28'02"	20.00	27.04	25.03	S 50°45'33" E
C6	00°37'20"	792.00	8.60	8.60	S 12°20'13" E
C7	13°35'25"	708.00	167.94	167.54	S 05°51'10" E
C8	90°07'23"	20.00	31.46	28.31	S 46°00'15" W
C9	89°50'04"	15.00	23.52	21.18	N 44°01'02" W
C10	89°36'26"	15.00	23.46	21.14	N 45°42'13" E
C11	10°05'02"	750.00	132.00	131.83	S 04°06'03" E
C12	05°44'59"	792.00	79.48	79.44	S 01°55'57" E
C13	03°30'24"	750.00	45.90	45.89	S 10°53'41" E
C14	02°24'56"	708.00	29.85	29.85	S 11°26'24" E
C15	11°10'29"	708.00	138.08	137.87	S 04°38'42" E
C16	13°35'26"	750.00	177.90	177.48	S 05°51'10" E
C17	07°13'06"	792.00	99.78	99.71	S 08°24'59" E

200 SOUTH VACATION AREA DESCRIPTION

Beginning at a point which is South 89°53'29" East along the Section line 444.47 feet, South 1649.65 feet and South 89°29'34" East 9.07 feet from the Northwest corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence North 32.94 feet; thence North 01°17'02" West 18.58 feet; thence South 89°25'51" East 8.76 feet; thence South 87°44'15" East 345.58 feet; thence South 44°13'53" East 18.28 feet; thence South 89°13'53" East 174.33 feet; thence along the arc of a 26.50 foot radius curve to the right 41.71 feet through a central angle of 90°10'26", the chord bears South 44°08'40" East 37.53 feet; thence South 00°56'33" West 0.44 feet; thence North 89°29'34" West 566.89 feet to the point of beginning.

Area = 0.509 Acres (22,193 Sq. Ft.)

LEGEND

- BOUNDARY LINE
- LOT LINE
- ADJOINING PROPERTY
- EASEMENTS
- BLDG. SETBACK
- RIGHT OF WAY
- ROAD CENTERLINE
- FIRE ACCESS EASEMENT LINE
- SECTION TIE LINE
- 5/8" x 24" REBAR & PLASTIC CAP OR RIVET IN CURB
- SUBDIVISION BNDRY CORNER
- SECTION CORNER
- QUARTER SECTION CORNER
- STREET LIGHT
- FIRE HYDRANT
- STREET MONUMENT

ZONE: TRANSIT CORE-MIXED USE-CORE
FLOOD ZONE: X

NOTE:
1) ALL PUBLIC UTILITY EASEMENTS WILL BE GRANTED AT THE TIME OF LOT DEVELOPMENT.

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

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

4) BUILDING PERMITS WILL NOT BE ISSUED FOR ANY HOUME UNTIL 1) ASHPALT PAVING IS INSTALLED, 2) FIRE HYDRANTS ARE INSTALLED, APPROVED BY THE FIRE MASHALL AND CHARGED WITH CULINARY WATER

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

SURVEYOR'S CERTIFICATE

I, BARRY ANDREASON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 166572 IN ACCORDANCE WITH TITLE 58, CHAPTER 22 OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT, UTAH CODE ANNOTATED, 1953 AS AMENDED. I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW IN ACCORDANCE WITH SECTION 17-23-17, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS PLAT IS TRUE AND CORRECT.

Beginning at a point which is South 89°53'29" East along the section line 444.47 feet and South 1649.65 feet from the Northwest corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence South 89°29'34" East 575.96 feet; thence South 00°56'33" West 452.31 feet; thence along the arc of a 792.00 foot radius curve to the left 187.86 feet through a central angle of 13°35'25", the chord bears South 05°51'10" East 187.42 feet; thence South 12°38'52" East 163.84 feet; thence along the arc of a 708.00 foot radius curve to the right 167.94 feet through a central angle of 13°35'25", the chord bears South 05°51'10" East 167.54 feet; thence South 00°56'33" West 78.38 feet; thence along the arc of a 20.00 foot radius curve to the right 31.46 feet through a central angle of 90°07'23", the chord bears South 46°00'14" West 28.31 feet; thence North 88°56'04" West 17.06 feet; thence South 01°03'56" West 79.00 feet; thence North 88°56'04" West 550.29 feet; thence along the arc of a 15.00 foot radius curve to the left 23.61 feet through a central angle of 90°09'56", the chord bears South 45°58'58" West 21.24 feet; thence North 89°06'00" West 53.00 feet; thence North 00°54'00" East 1150.86 feet to the point of beginning.

Area = 15.785 Acres

MARCH 12, 2020
DATE

BARRY ANDREASON
(SEE SEAL BELOW)

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC.

IN WITNESS HEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 16th DAY OF March, 2020

BART BROCKBANK
TACE LLC, MANAGER

Rachel Bird, Vice President Manager
The Yard AF LLC

ACKNOWLEDGEMENT

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

ON THE 16th DAY OF March, A.D. 2020 Bart Brockbank, Manager Tace, LLC
PERSONALLY APPEARED BEFORE ME THE SIGNERS OF THE FOREGOING DEDICATION WHO DULY ACKNOWLEDGE TO ME THAT THEY DID EXECUTE THE SAME.

MY COMMISSION EXPIRES 11-13-2021
Commission # 698071

NOTARY PUBLIC
(SEE SEAL BELOW)

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY OF AMERICAN FORK, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC. THIS 5 DAY OF May, A.D. 2020

State of Utah
County of Utah
On the 21st July 2020, Rachel Bird personally appeared before me & acknowledged she did execute.
Notary: Evelyn Lurker Com #: 710330 Expires: 2/4/2024

APPROVED BY ENGINEER

ATTEST: CLERK-RECORDER
(SEE SEAL BELOW)

PLANNING COMMISSION APPROVAL

APPROVED THIS 8 DAY OF April, A.D. 2020, BY THE American Fork City PLANNING COMMISSION

DIRECTOR-SECRETARY

CHAIRMAN, PLANNING COMMISSION

ENT 103481:2020 Map # 17158
JEFFERY SMITH
UTAH COUNTY RECORDER
2020 Jul 20 2:50 pm FEE 58.00 BY MA
RECORDED FOR AMERICAN FORK CITY

EDGEWATER NORTH

AMERICAN FORK CITY UTAH COUNTY, UTAH
SCALE: 1" = 80 FEET

SEWER / WATER AUTHORITY APPROVAL

APPROVED BY THE SEWER / WATER AUTHORITY THIS 13 DAY OF May A.D. 2020

SEWER / WATER AUTHORITY

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

UTAH COUNTY SEAL | SURVEYOR'S SEAL | NOTARY PUBLIC SEAL | CORPORATE SEAL

SURVEYOR'S SEAL: PROFESSIONAL LAND SURVEYOR, 3/12/20, NO.166572, BARRY ANDREASON, STATE of Utah

CORPORATE SEAL: AMERICAN FORK CITY, CORPORATE SEAL, UTAH COUNTY, STATE OF UTAH

SEC 22 T5S R1E TU0004

17158

Attachment: YD3 Annexation Agreement - Final Approved 05.08.2024 (UNSIGNED) (YD3 Annexation - Ordinance of Annexation)

WATER DELAY AGREEMENT FOR ANNEXATION

This Water Delay Agreement for Annexation ("**Agreement**") is entered into as of the _____ day of _April_ _____ _, 20_24 ("**Effective Date**"), by and between __ __ ___ _ _____ ("**Owner**"), and AMERICAN FORK CITY, a municipal corporation and political subdivision of the State of Utah ("**City**").

RECITALS

WHEREAS Owner is the owner of Parcel Nos. 13:041:0125 ("**Property**"), which are located outside of the City's current municipal boundaries; and

WHEREAS Owner has filed with the City a request to have the Property annexed into the City ("**Annexation Request**"); and

WHEREAS Section 17.1.400(C) of the City Code requires the conveyance of title to water rights concurrently with final action by the City Council on an annexation, except under pursuant to certain findings, terms, and conditions; and

WHEREAS City and Owner desire to enter into this Agreement as part of the findings, terms, and conditions required under Section 17.1.400(C) of the City Code.

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

AGREEMENT

1. Determination of City Council. The City Council, with the recommendation of the City Planning Commission, has determined that there is good and sufficient reason to delay the time of conveyance of water rights and/or water shares beyond the time of the City Council's final action on the Annexation Request. This determination was made in the City Council meeting held on _____, 20___. The basis and reasoning for the City Council's determination are included within the recording, minutes, and other documentation from said City Council meeting.

2. Water Rights/Shares. The specific water rights and/or water shares that may be conveyed to the City, and that pursuant to the terms and conditions of this Agreement are hereby committed to the City, which commitment is irrevocable by Owner and may be released by the City only as provided in this Agreement ("**Committed Water**"), are identified in Exhibit A of this Agreement.

3. Conveyance of Committed Water. Prior to the City's approval of any development on the Property that will require the delivery of water, the City will determine the amount of water rights/shares required for dedication and conveyance to the City in order to meet the water requirements of the development. Owner will convey clear title to the required amount of the Committed Water to the City. If the amount of water necessary for the development is less than the

Attachment: YD3 Annexation Agreement - Final Approved 05.08.2024 (UNSIGNED) (YD3 Annexation - Ordinance of Annexation)

total amount of the Committed Water, the City will release the commitment (provided in paragraph 2 above) as to the unnecessary portion of the Committed Water. If the amount of water necessary for the development is more than the total amount of the Committed Water, Owner shall convey additional acceptable water rights/shares to the City to meet the dedication requirements. If the Committed Water consists of any water rights, the conveyance shall be by Warranty Deed and an accompanying Water Rights Deed Addendum. If the Committed Water consists of any water shares, the conveyance shall be by assignment, endorsement, and delivery of the appropriate share certificates. Owner acknowledges that under the Article XI, Section 6 of the Utah Constitution, City is prohibited from returning to Owner any portion of the Committed Water once it has been conveyed to the City.

4. Change Application. If any of the Committed Water consists of water rights, an express prerequisite for conveyance shall be the filing and approval of an Application for Permanent Change of Water ("**Change Application**") with the Utah Division of Water Rights ("**Division**") to convert the water rights to municipal use to be diverted from the City's wells. Prior to the filing of the Change Application, the water rights shall be reviewed by the City's water attorneys to ensure that the water rights are suitable for dedication. The City's water attorneys shall also prepare and prosecute the Change Application, with the full assistance and support of Owner. The water rights will be deemed acceptable for conveyance to the City under this paragraph upon the issuance of an Order approving the Change Application that is acceptable to the City and upon expiration of all applicable deadlines for requests for reconsideration and/or appeal of the Order. Owner shall be responsible for all costs associated with the Change Application, including but not limited to the City's attorney fees, application filing fees, and document fees.

5. Title to Committed Water. Owner shall convey unencumbered title to the Committed Water to the City. If the Committed Water consists of water rights, the City will obtain a water rights title insurance policy for the water rights. Owner shall be responsible for all costs associated with the water rights title insurance, including but not limited to the policy premium and recording fees. Owner shall be responsible for satisfying the requirements and conditions of the Title Commitment in order for the title company to issue a title insurance policy that is acceptable to the City. A water rights title insurance policy that is agreeable to the City is an express condition to the acceptability of the water rights for dedication and conveyance to the City. If the Committed Water consists of water shares, the City will obtain written confirmation of share ownership and current payment of all assessments from the respective water company/companies. Owner shall be responsible for all costs associated with obtaining the written confirmation. From the date of this Agreement until the Committed Water is conveyed to the City, Owner shall not sell or otherwise dispose of the Committed Water, nor shall Owner allow any liens or encumbrances upon the Committed Water that would prevent Owner from conveying unencumbered title to the Committed Water to the City.

6. Cessation of Owner's Use. Upon conveyance of the Committed Water to the City, Owner shall immediately cease any and all use of the Committed Water.

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

Attachment: YD3 Annexation Agreement - Final Approved 05.08.2024 (UNSIGNED) (YD3 Annexation - Ordinance of Annexation)

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

9. Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes all prior agreements and understandings concerning the commitment and conveyance of water rights for the Property. This Agreement shall not be amended, modified, or terminated except by written instrument signed by all parties.

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

11. Third Party Beneficiaries. This Agreement is not intended to and shall not create any rights in any person or entity not a party to this Agreement.

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

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

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

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

16. Counterparts. This Agreement may be executed in multiple counterparts, all of which taken together shall comprise one agreement.

Attachment: YD3 Annexation Agreement - Final Approved 05.08.2024 (UNSIGNED) (YD3 Annexation - Ordinance of Annexation)

Approved as to form by City's attorney 7/11/2018

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

AMERICAN FORK CITY

_____ Attest: _____
Bradley J. Frost, Mayor Terilyn Lurker, City Recorder

STATE OF UTAH)
:ss
COUNTY OF _____)

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

_____
NOTARY PUBLIC

[OWNER]

STATE OF UTAH)
:ss
COUNTY OF)

On the _____ day of _____, 20___, _____ personally appeared before me and duly acknowledged that he/she executed this Water Delay Agreement for the purposes stated therein.

_____
NOTARY PUBLIC

Attachment: YD3 Annexation Agreement - Final Approved 05.08.2024 (UNSIGNED) (YD3 Annexation - Ordinance of Annexation)

EXHIBIT A

Description of Water Rights and/or Water Shares Committed to the City

Please reference previous assignment of water shares: January 20, 2020, AFIC – No. 9701, R2R Ventures, LLC.

Attachment: YD3 Annexation Agreement - Final Approved 05.08.2024 (UNSIGNED) (YD3 Annexation - Ordinance of Annexation)

Approved as to form by City's attorney 7/11/2018

ORDINANCE NO. _____

AN ORDINANCE BY THE AMERICAN FORK CITY COUNCIL APPROVING THE YD3 ANNEXATION, CONSISTING OF 0.20 ACRES AT APPROXIMATELY 250 SOUTH 1160 WEST, AND ESTABLISHING ZONING CLASSIFICATION FOR SAID PROPERTY.

WHEREAS, a Petition for Annexation, along with an accurate plat of said property, was filed on March 21, 2024, by Brian Bird, requesting American Fork City annex property into the city; and

WHEREAS, the City Council accepted the petition on April 9, 2024, and the city recorder determined the annexation complies with all provisions of state law and certification was provided to the Utah County Commission pursuant to Utah Code Ann §10-2-405 on April 11, 2024; and

WHEREAS, a 30-day protest period was held and no written protests that would affect the proposed annexation were received; and

WHEREAS, a public hearing considering the proposed annexation was held by the City Council on May 14, 2024, pursuant to Utah Code Ann §10-2-407(7).

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

SECTION I. That the City Council hereby approves the YD3 Annexation consisting of 0.20 acres at approximately 250 South 1160 West into American Fork City, and the boundaries of American Fork City are hereby extended to include within the city limits the following described land located in Utah County as provided in Attachment “A”.

SECTION II. That the territory annexed under Section 1 above is hereby classified into the TOD Zone and subject to the terms and conditions of the «Annexation» Annexation Agreement as provided in Attachment ‘B’.

SECTION III. This ordinance shall take effect upon its passage and first publication.

PASSED by the City Council of American Fork this 14th day of May 2024.

Bradley J. Frost, Mayor

ATTEST:

Terilyn Lurker, City Recorder

Attachment: Ordinance of Annexation (YD3 Annexation - Ordinance of Annexation)

ATTACHMENT "A"

BOUNDARY DESCRIPTION

A PORTION OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, MORE PARTICULAR DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED 444.40 FEET S 89°53'29" E ALONG THE SECTION LINE AND 1649.64 FEET SOUTH FROM THE NORTHWEST CORNER OF SAID SECTION 22, SAID POINT IS ALSO THE NORTHWEST ANGLE POINT ON THE WESTERLY BOUNDARY LINE OF THE YARD SUBDIVISION PLAT ON FILE IN THE OFFICE OF THE UTAH COUNTY RECORDER, FILE NO. 17159; AND RUNNING THENCE ALONG THE BOUNDARY OF THE SAID THE YARD SUBDIVISION PLAT S 89°29'34" E FOR A DISTANCE OF 9.06 FEET TO A POINT ON THE EXISTING BOUNDARY OF AMERICAN FORK CITY LIMITS SHOWN ON THE WESTERLY DESCRIBED LINE OF BOLEY II ANNEXATION PLAT OF OFFICIAL RECORDS, THENCE ALONG SAID BOUNDARY S 00°00'00" W FOR A DISTANCE OF 629.81 FEET TO THE EXISTING BOUNDARY OF AMERICAN FORK CITY LIMITS SHOWN ON THE SPRING CREEK WEST ANNEXATION PLAT OF OFFICIAL RECORDS, THENCE ALONG SAID EXISTING BOUNDARY N 90°00'00" W 18.95 FEET, THENCE N 00°54'00" E FOR A DISTANCE OF 629.97' FEET ALONG THE WESTERLY DESCRIBED LINE IN QUIT CLAIM DEED 126162:2020 AND THE WESTERLY BOUNDARY OF SAID THE YARD SUBDIVISION PLAT TO THE POINT OF BEGINNING.

INCLUDING UTAH COUNTY TAX ID PARCELS: 13:041:0125, 56:040:0014, & 56:040:0015

SAID ANNEXATION CONTAINS 0.20 ACRES (8,820 SQ FT) ±

Attachment: Ordinance of Annexation (YD3 Annexation - Ordinance of Annexation)

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
MAY 14, 2024

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

AGENDA ITEM Review and action on an ordinance approving the Coleman Annexation, consisting of approximately 6.957 acres and located at approximately 55 West 1500 South, including the ordinance of annexation, annexation agreement, street dedication plats, and placement of the property in the Marina (M-1) zone. will be annexed into American Fork City and be given the Marina/M-1 zoning designation.

SUMMARY RECOMMENDATION
Staff would recommend approval. The Planning Commission recommended approval of the annexation agreement.

BACKGROUND
The applicant has applied for annexation within American Fork City. The project area is proposed to have the M-1 zoning designation assigned to the land, which would be for Marina Facility Support Projects. The annexation will consist of roadway dedications for 1500 South (6400 North) and 100 West, both will include dedications for a minor collector roadway and major collector roadway. 100 W will also include dedications for the maintenance of the American Fork River.

Shared Use Paths are shown on the Bike and Pedestrian Master Plan along 1500 South and 100 West. Any future development that happens at this location will need to follow all applicable municipal codes for the Marina Zone.

BUDGET IMPACT
N/A

SUGGESTED MOTION
Move to adopt the ordinance approving the Coleman Annexation, consisting of approximately 6.957 acres and located at approximately 55 West 1500 South, including the ordinance of annexation, annexation agreement, street dedication plats, and placement of the property in the Marina (M-1) zone, subject to any conditions found in the staff report.

SUPPORTING DOCUMENTS

Ordinance of Annexation - Coleman Annexation (PDF)
Coleman Annexation Agreement (PDF)
PC Minutes - Coleman Annexation (PDF)
2023.02.06 UPDATED_AnnexPlat 2023-Coleman (PDF)

ORDINANCE NO. _____

AN ORDINANCE BY THE AMERICAN FORK CITY COUNCIL APPROVING THE COLEMAN ANNEXATION, CONSISTING OF 6.957 ACRES AT APPROXIMATELY 55 WEST 1500 SOUTH, AND ESTABLISHING ZONING CLASSIFICATION FOR SAID PROPERTY.

WHEREAS, a Petition for Annexation, along with an accurate plat of said property, was filed on March 8, 2023, by Coleman Real Estate Investment LLC., requesting American Fork City annex property into the city; and

WHEREAS, the City Council accepted the petition on March 28, 2023, and the city recorder determined the annexation complies with all provisions of state law and certification was provided to the Utah County Commission pursuant to Utah Code Ann §10-2-405 on April 5, 2023; and

WHEREAS, a 30-day protest period was held and no written protests that would affect the proposed annexation were received; and

WHEREAS, a public hearing considering the proposed annexation was held by the City Council on May 14, 2024, pursuant to Utah Code Ann §10-2-407(7).

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

SECTION I. That the City Council hereby approves the Coleman Annexation consisting of 6.957 acres at approximately 55 West 1500 South into American Fork City, and the boundaries of American Fork City are hereby extended to include within the city limits the following described land located in Utah County as provided in Attachment “A”.

SECTION II. That the territory annexed under Section 1 above is hereby classified into the Marina (M-1) zone and subject to the terms and conditions of the «Annexation» Annexation Agreement as provided in Attachment ‘B’.

SECTION III. This ordinance shall take effect upon its passage and first publication.

PASSED by the City Council of American Fork this 14th day of May 2024.

Bradley J. Frost, Mayor

ATTEST:

Terilyn Lurker, City Recorder

Attachment: Ordinance of Annexation - Coleman Annexation (Coleman Annexation Agreement)

ATTACHMENT "A"

PROPERTY DESCRIPTION

BEGINNING AT A POINT SOUTH 89°49'32" EAST 855.44 FEET AND SOUTH 00°24'06" WEST 44.36 FEET FROM THE NORTH 1/4 CORNER OF SECTION 35, T.5S., R.1E., S.L.B.&M., SAID POINT LOCATED AT THE NORTHWEST CORNER OF THE RUBEN & CHRISTINE ADAMS ANNEXATION PLAT, ENTRY #38534:2010 – MAP #13238, RECORDED MAY 11, 2010 IN THE OFFICE OF THE UTAH COUNTY RECORDER AND RUNNING THENCE ALONG THE BOUNDARY OF THE AFORESAID ANNEXATION PLAT THE NEXT TWO COURSES AND DISTANCES; 1) SOUTH 00°24'06" WEST 361.14 FEET; 2) NORTH 88°41'48" WEST 868.32 FEET TO THE EASTERLY BOUNDARY OF THE AMERICAN FORK BOAT HARBOR ANNEXATION PLAT, ENTRY #89992:2019 – MAP #16701, RECORDED SEPTEMBER 12, 2019 IN THE OFFICE OF THE UTAH COUNTY RECORDER; THENCE ALONG SAID EASTERLY BOUNDARY OF THE AFORESAID ANNEXATION PLAT THE NEXT THREE COURSES AND DISTANCES; 1) NORTH 00°06'44" WEST 290.17 FEET; 2) SOUTH 89°01'36" EAST 134.55 FEET; 3) NORTH 00°19'55" EAST 65.99 FEET TO THE SOUTHWEST CORNER OF THE PULLEY ANNEXATION PLAT, ENTRY #1072:2016 – MAP #14593, RECORDED JANUARY 06, 2016 IN THE OFFICE OF THE UTAH COUNTY RECORDER; THENCE SOUTH 89°01'38" EAST 736.39 FEET ALONG THE SOUTH LINE OF SAID PULLEY ANNEXATION TO THE POINT OF BEGINNING.

CONTAINS: 6.957 ACRES (AS DESCRIBED)

Attachment: Ordinance of Annexation - Coleman Annexation (Coleman Annexation Agreement)

ANNEXATION AGREEMENT
(Coleman Annexation)

This Agreement, made and entered into this ___ day of _____, 2023, by and between City of American Fork, Utah, a Utah Municipal Corporation (hereafter referred to as "City") and Coleman Real Estate Investment Limited Partnership, a Utah limited partnership , (hereafter collectively referred to as "Applicant"), is based on the following:

RECITALS

WHEREAS, Applicant is the owner of certain parcels of privately-owned real property constituting the entirety of the Coleman Annexation Area, which annexation is located within the unincorporated territory of Utah County, contiguous to the corporate boundary of the City, and is within the City's proposed expansion area;

WHEREAS, a "Petition for Annexation" (Attachment 1), together with a plat (Attachment 2) have been prepared by the Applicant and show the real property proposed for annexation (hereafter referred to as "Annexation Area");

WHEREAS, in accordance with the provisions of UCA 10-2-402, the American Fork City Council has heretofore adopted Resolution No. 2023-03-11R, accepting the Petition for Annexation;

WHEREAS, notice of hearing regarding the proposed annexation has been published and the public hearing thereon held;

WHEREAS, the City Council has determined that annexation of the Annexation Area is in the best interest of the City and has indicated an intent to: (1) enact an ordinance of annexation relating thereto, subject to the prior execution of this Agreement, and (2) authorize the recording of the annexation plat at the office of the Utah County Recorder, subject to the terms and conditions of this Agreement.

TERMS AND CONDITIONS

NOW THEREFORE, based on the above recitals and in consideration of the annexation of the Annexation Area to the City, the parties covenant and agree as follows:

SECTION 1 - Applicability of Agreement: The real property to which the terms of this Agreement apply shall be the parcels of private property within the Annexation Area, identified on Attachment 2. Attachment 2 is hereby made part of this Agreement.

SECTION 2 - Annexation a benefit to Applicant: Applicant and City acknowledge that the City is not required to approve the annexation and that the terms and conditions of annexation, as set forth herein, are reasonable and entered into freely and voluntarily. Further, Applicant hereby acknowledges and agrees that the benefit received from annexation of the property is equal to or greater than the requirements and conditions of annexation as set forth in

Attachment: Coleman Annexation Agreement (Coleman Annexation Agreement)

this Agreement and the conditions of the development as set forth herein and under the terms of the City's Development Code and Impact Fee Ordinance does not constitute a taking as defined pursuant to the terms of UCA 10-9a-103(6), 1953, as amended.

SECTION 3 - Authority of Applicant: Applicant hereby affirms that it is the current owner of the total private land area within the Annexation Area and has complete authority to enter into this Agreement and bind the property hereto.

SECTION 4 - Compatibility with Land Use Plan and Initial Zone Classification: The Land Use Element of the General Plan shows the Annexation Area classified as Resort. Therefore, the zone classification attached to the parcel shall be Marina (M-1), for areas designated as such under the Land Use Plan. A map illustrating the zone classification has been prepared by the City and is made part of this agreement (Attachment 3).

SECTION 5 - Right-of-way to be Conveyed:

As a condition of annexation, Applicant hereby agrees to dedicate and convey to the City the right-of-way necessary for the construction of the Minor Collector in accordance with American Fork City Code in the location shown on the street dedication map prepared by the Applicant and approved by the City (Attachment 4 to this Agreement). Applicant shall have no obligation to construct any improvements to the ROWs unless and until any improvement or development occurs within the Annexation Area, subject to the provisions as outlined in the American Fork City Development Code Section 17.5.126 (Minimum Level of Improvements Required). At the time of improvements and/or development, the applicant shall follow American Fork City's General Plan and Standards in establishing a Shared Use Path, minimum of 10' wide, and Bike Lane, with the appropriate cross section, along 1500 South. Additionally, at the time of improvements and/or development, the applicant shall establish a Shared Use Path, minimum of 12' wide, and Bike Lane, with the appropriate cross section, along 100 West. Along 100 West, the applicant will be responsible for providing a 30' right-of-way dedication, to American Fork City, for the maintenance of the river and inclusion of the minimum 12' wide Shared Use Path. Attachment 4 is hereby made part of this Agreement.

SECTION 6 - Conveyance of Water Right: American Fork City Code 17.1.400, Conveyance of Water, requires conveyance of water shares/rights at the time of annexation unless the City determines that there is good and sufficient reason to delay the time of the conveyance. City and Applicant acknowledge and agree that the parties are unable to determine the quantity of shares/rights required for the Annexation Area at the present time and therefore, the City authorizes a delay in the time of conveyance of water shares/rights until the time of development. A Water Delay Agreement is hereby entered into by the parties and is incorporated into this Agreement as Attachment 5.

SECTION 7 - Open Ditches to be Piped: Applicant acknowledges that it is its burden in full to pipe any and all gravity irrigation conveyances (ditches), to the standards of the City and to the standards of the applicable irrigation company or private ditch easement holders as part of any forthcoming development project.

Attachment: Coleman Annexation Agreement (Coleman Annexation Agreement)

SECTION 8 - Property Taxes and Rollback Taxes to be Paid on any Right-of-Way Dedicated to City: Applicant agrees to pay any outstanding property taxes on the Annexation Area including any and all rollback taxes if the subject area is classified as "Greenbelt" with the Utah County Tax Assessor, for any areas identified as ROW to be dedicated to City. Proof of payment of these taxes shall be required prior to recording of this Agreement.

SECTION 9 - Impact Fees: No impact fees are required to be paid at this time as a condition of annexation. However, nothing in this Agreement constitutes a waiver of any obligation that Applicant or any successor may have for the payment of impact fees required as a condition of development of the Annexation Area or any portion thereof. Applicant acknowledges that no development approval or building permit shall be issued until all applicable fees required by City ordinance have been paid at the amount then in effect.

SECTION 10 - Default: In the event either party seeks to enforce the terms hereof in a lawsuit or other proceeding, the prevailing party shall be entitled to an award of the costs incurred, including reasonable attorney fees.

SECTION 11 - Notice: Any notice to be given hereunder shall be given by certified mail, return receipt requested, addressed as follows:

a. If to the City, to the City of American Fork, 51 East Main Street, American Fork Utah, 84003.

b. If to Applicant, to Don Coleman, 654 North 200 East St., American Fork, UT 84003

SECTION 12 - Entire Agreement: This Agreement constitutes the entire agreement between the parties and may be changed only in writing signed by all parties.

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

SECTION 14 - Binding Effect: This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns.

IN WITNESS WHEREOF, the parties have signed this agreement on the date first mentioned above.

AMERICAN FORK CITY

_____

Bradley J. Frost, Mayor

ATTEST:

CCity Recorder

Attachment: Coleman Annexation Agreement (Coleman Annexation Agreement)

ATTACHMENT 1

RECEIVED
Date: 3-8-23
American Fork City
Recorder's Office

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: THE COLEMAN ANNEXATION

Approximate Location: 55 W. 1500 SOUTH, AMERICAN FORK, UT

Name: Coleman Real Estate Investment, LLC Address: _____

Phone Number: _____ Email: Don@ColemanXcavation.com

Signature: _____ Tax ID #: 46-4575930

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: Coleman Annexation Agreement (Coleman Annexation Agreement)

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 _____ day of _____, 2021.

_____, ~~Manager~~ MEMBER
(Manager's Signature)

DON W. COLEMAN
(Print Manager's Signature)

_____

COLEMAN REAL ESTATE & INVESTMENTS, 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: Coleman Annexation Agreement (Coleman Annexation Agreement)

LIST OF AFFECTED ENTITIES TO WHICH NOTICE WAS SENT

The attached written notice to the following listed affected entities was sent on the 2 day of March, 2023.

Name and Address of Affected Entities:

See list

Attachment: Coleman Annexation Agreement (Coleman Annexation Agreement)

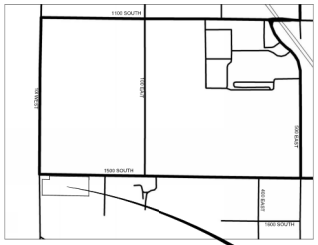
Affected entities:

Utah County Clerk, Aaron Davidson – 100 East Center Street Suite 3100, Provo, Utah 84606
Utah County Commissioners – 51 South University Avenue, Provo, Utah 84606
Brandon Gordon
Tom Sakievich
Amelia Powers
Utah County Treasurer, Kim Jackson – 100 East Center Street Suite 1200, Provo, Utah 84606
Utah County Surveyor, Anthony Canto – 2855 South State Street, 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
Timpanogos Special Service District – PO Box 923, American Fork, Utah 84003
Alpine School District – 575 N. 100 E., American Fork, Utah 84003
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

Attachment: Coleman Annexation Agreement (Coleman Annexation Agreement)

COLEMAN ANNEXATION

NE¼ SECTION 35, TOWNSHIP 5 SOUTH,
RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN.
AMERICAN FORK, UTAH COUNTY, UTAH



SPRINGVILLE CITY, UTAH

VICINITY MAP
SCALE: N.T.S.

LOCATION OF PROJECT

NORTH

American Fork City
Development Review Committee

Planning and Zoning
Reviewed
copperman 12/14/2023

No comments

Engineering Division
Reviewed
tjepson 12/14/2023

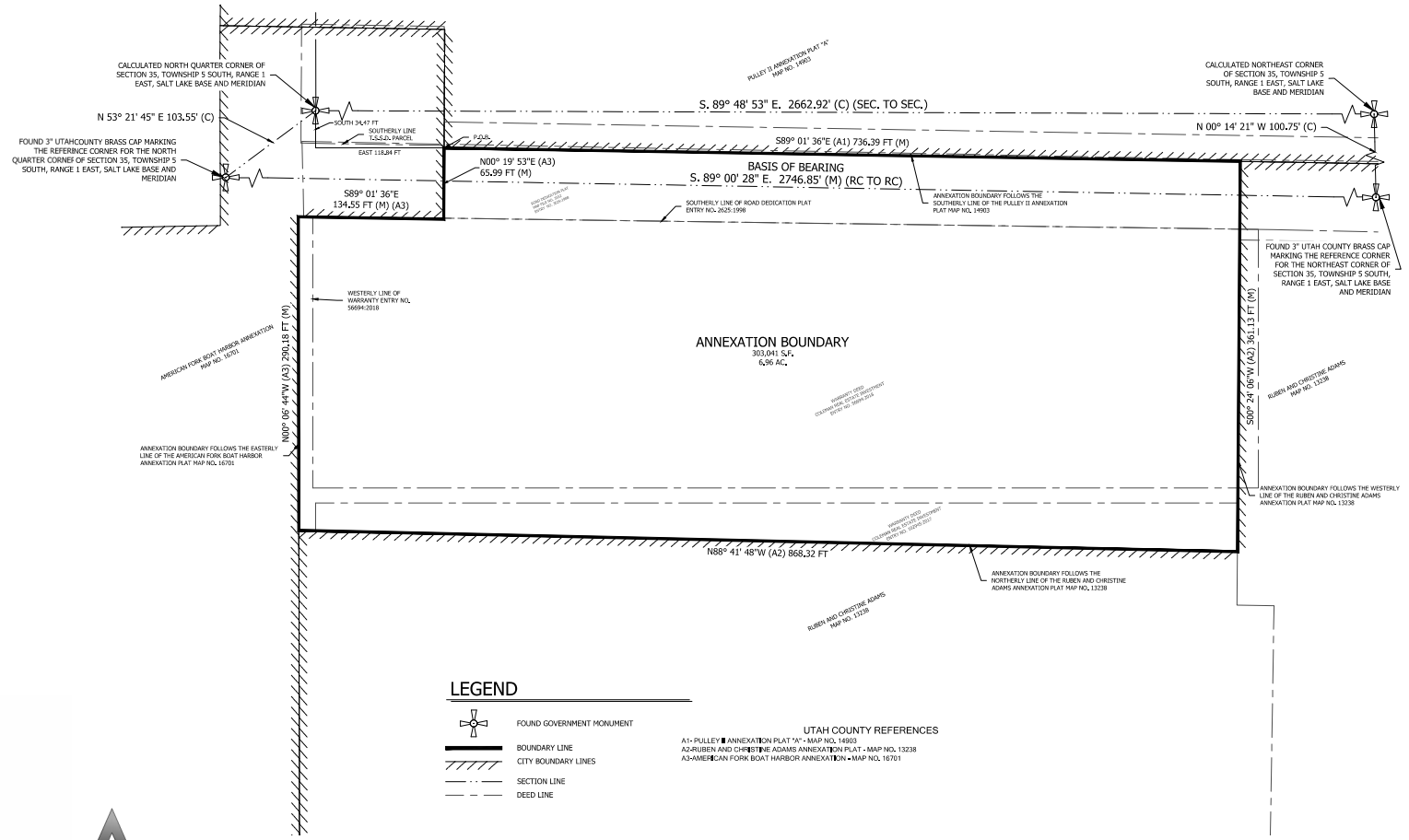
Next Step

Approved

Pending Utah County Findings

Utah County findings resolved. Refer to Quit Claim Deeds. 20224.3.20.TJEPSEN

ATTACHMENT 2



LEGEND

- FOUND GOVERNMENT MONUMENT
- BOUNDARY LINE
- CITY BOUNDARY LINES
- SECTION LINE
- DEED LINE

UTAH COUNTY REFERENCES

A1- PULLEY II ANNEXATION PLAT "A" - MAP NO. 14903
A2-RUBEN AND CHRISTINE ADAMS ANNEXATION PLAT - MAP NO. 13238
A3-AMERICAN FORK BOAT HARBOR ANNEXATION - MAP NO. 16701

APEX Engineering, Inc.
661 N. Main St., Spanish Fork, UT

NORTH SCALE: 1" = 50'

0 50 100 150

SURVEYOR CERTIFICATE

I SPENCER J. MCCUTCHEON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD LICENCE NUMBER 10719099 AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY THE AUTHORITY OF THE CLIENT, A FINAL LOCAL ENTITY PLAT, IN ACCORDANCE WITH SECTION 17-23-17 OF UTAH STATE CODE WAS PREPARED BY ME, OR UNDER MY DIRECTION. THIS ANNEXATION PLAT IS A CORRECT REPRESENTATION OF THE TRACT OF LAND TO BE ANNEXED IN TO AMERICAN FORK LIMITS AS SURVEYED FROM THE BEST AVAILABLE RECORDS, AS DEPICTED ON THIS PLAT.

(SEE SEAL BELOW)

BOUNDARY DESCRIPTION

BEGINNING AT THE MOST SOUTHWESTERLY CORNER OF THE PULLEY II ANNEXATION PLAT "A" AS FOUND IN THE UTAH COUNTY RECORDER'S OFFICE AS MAP NO. 14903, SAID POINT LIES 34.47 FEET SOUTH AND 118.84 FEET EAST FROM THE NORTH QUARTER CORNER OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE ALONG THE SOUTHERLY LINE OF SAID ANNEXATION PLAT S 89° 01' 36"E 736.39 FEET TO THE NORTHWESTERLY CORNER OF THE RUBEN AND CHRISTINE ADAMS ANNEXATION PLAT AS FOUND IN SAID RECORDER'S OFFICE AS MAP NO. 13238; THENCE ALONG THE BOUNDARY LINES OF SAID ADAMS ANNEXATION THE FOLLOWING (2) TWO COURSES: (1) S 00° 24' 06" W 361.13 FEET, (2) N 88° 41' 48" W 868.32 FEET TO THE EASTERLY BOUNDARY LINE OF THE AMERICAN FORK BOAT HARBOR ANNEXATION PLAT AS FOUND IN SAID RECORDER'S OFFICE AS MAP NO. 16701; THENCE ALONG THE BOUNDARY LINES OF SAID HARBOR ANNEXATION PLAT THE FOLLOWING (3) THREE COURSES: (1) N 00° 06' 44" W 290.18 FEET, (2) S 89° 01' 36" E 134.55 FEET, (3) N 00° 19' 53"E 65.99 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED ANNEXATION BOUNDARY CONTAINS 303,041 SQUARE FEET OR 6.96 ACRES OF LAND.

ACCEPTANCE BY LEGISLATIVE BODY

WE, THE DULY ELECTED COUNCIL OF AMERICAN FORK CITY, 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 INTENTION TO ANNEX THE TRACT, PROVIDED NOTICE AND CONDUCTED HEARING SON 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 KNOW HEREAFTER AS THE COLEMAN ANNEXATION.

DATED THIS ___ DAY OF _____ 202_

APPROVED:

ATTEST:

CITY RECORDER'S SIGNATURE (SEE SEAL BELOW)

UTAH COUNTY SURVEYOR

APPROVED THIS _____ DAY OF _____ A.D. 2021, A.D.

COUNTY SURVEYOR (SEE SEAL BELOW) DATE

APPROVED AS TO FORM

APPROVED AS TO FORM THIS _____ DAY OF _____ A.D. 2021, A.D.

COUNTY ATTORNEY DATE

BOUNDARY COMMISSION

POLICY DECLARATION ADOPTED BY LEGISLATIVE BODY OF _____ CITY ON _____

PROTEST FILED BY _____

BOUNDARY COMMISSION ACTION: _____

ANNEXATION READY TO RECORD: _____

NO PROTESTS RECEIVED: _____

BOUNDARY COMMISSION CHAIRMAN

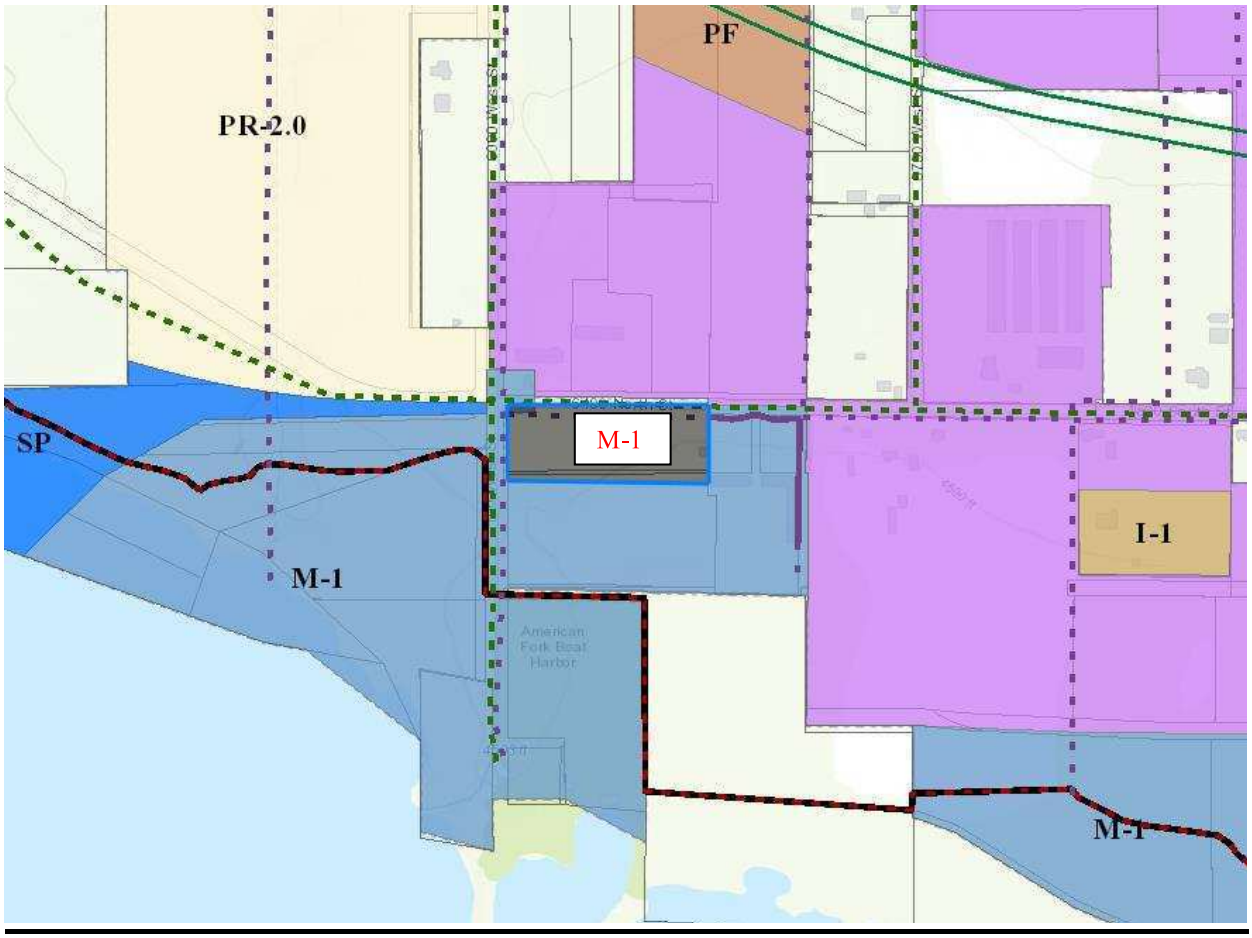
COLEMAN ANNEXATION

LOCATED IN THE NE¼ OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN,
AMERICAN FORK CITY, UTAH COUNTY, UTAH

RECORDER SEAL	COUNTY SURVEYOR SEAL	SURVEYOR SEAL
		PROFESSIONAL LAND SURVEYOR No. 10719099 Spencer J. McCutcheon STATE OF UTAH

UTAH COUNTY RECORDING CERTIFICATE

ATTACHMENT 3

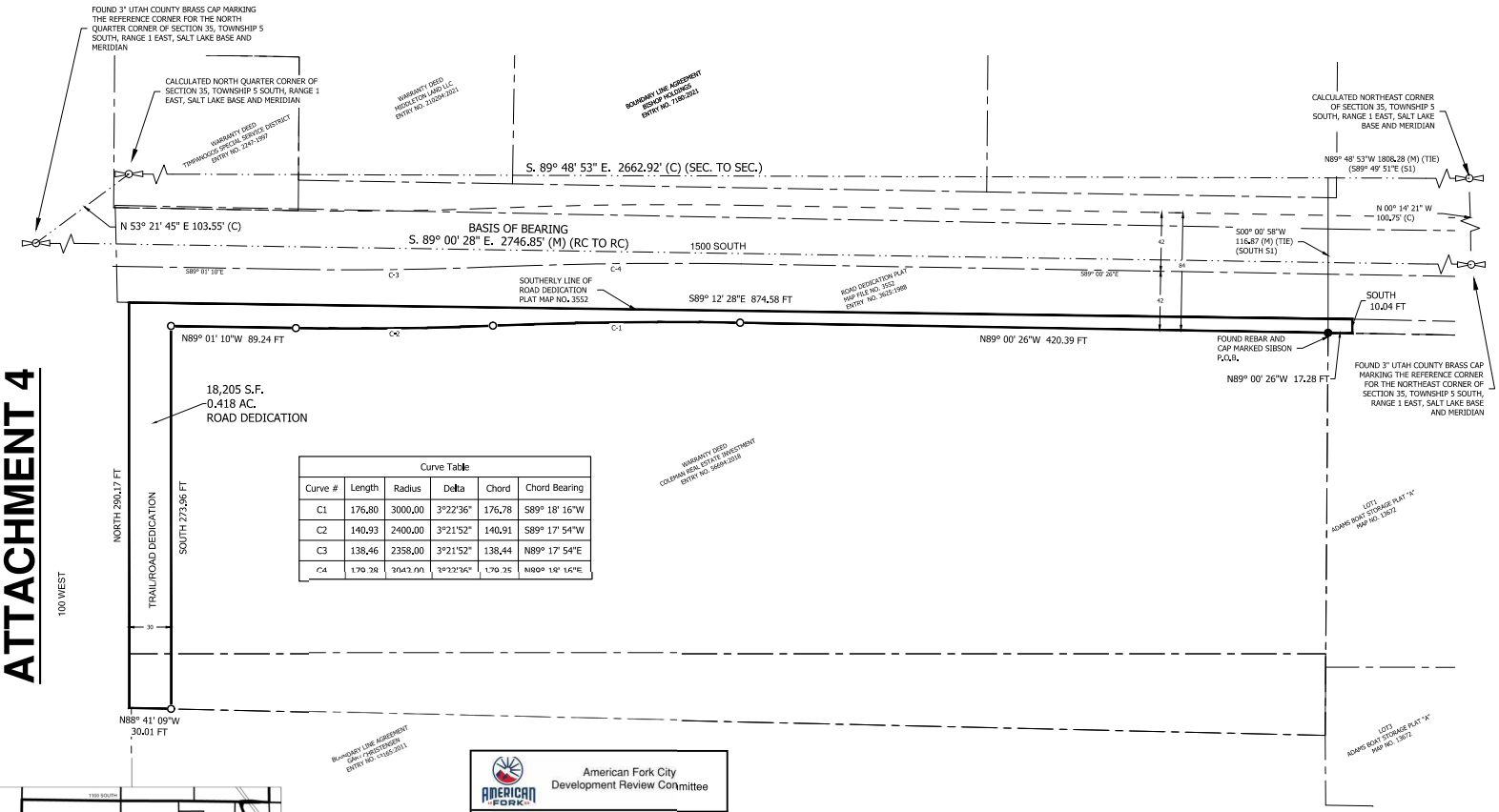


Attachment: Coleman Annexation Agreement (Coleman Annexation Agreement)

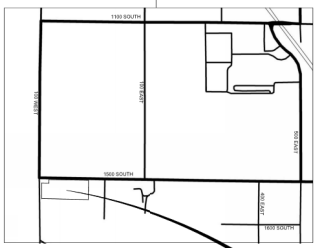
1500 SOUTH ROAD DEDICATION

LOCATED WITHIN NE ¼ OF SECTION 35 TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN
AMERICAN FORK, UTAH COUNTY, UTAH

ATTACHMENT 4



Curve Table					
Curve #	Length	Radius	Delta	Chord	Chord Bearing
C1	176.80	3000.00	3°22'36"	176.78	S89° 18' 16"W
C2	140.93	2400.00	3°21'52"	140.91	S89° 17' 54"W
C3	138.46	2358.00	3°21'52"	138.44	N89° 17' 54"E
C4	179.28	3042.00	3°22'36"	179.25	N89° 18' 16"E



AMERICAN FORK CITY, UTAH
VICINITY MAP
SCALE: N.T.S.
LOCATION OF PROJECT

NORTH

American Fork City Development Review Committee

Planning and Zoning Reviewed copperman 03/28/2024 — No comments

Engineering Division Reviewed tjepson 03/27/2024

Next Step

Approved

LEGEND

- SET ½" REBAR & PLASTIC CAP MARKED PLS 10719099
- FOUND SURVEY MONUMENT
- ROAD DEDICATION BOUNDARY
- BUILDING SETBACK
- EXISTING PARCEL LINE
- CENTERLINE OF ROAD
- GOVERNMENT MONUMENT

NORTH SCALE: 1" = 40'

0 40 80 120

ELEVATED LAND SURVEYING
3534 APOLENA AVENUE
IDAHO FALLS, IDAHO 83401
435-633-3012
SPENCER.MCCUTCHEON15@GMAIL.COM

SURVEYOR'S CERTIFICATE

I, SPENCER J. MCCUTCHEON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR HOLDING LICENSE NO. 10719099 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT AND THAT A SURVEY OF THE DESCRIBED TRACT OF LAND HAS BEEN COMPLETED BY ME IN ACCORDANCE WITH SECTION 17-23-17 AND THAT I HAVE VERIFIED ALL MEASUREMENTS, HAVE PLACED MONUMENTS AS SHOWN HEREON.

(SEE SEAL BELOW)

BOUNDARY DESCRIPTION

BEGINNING AT A FOUND REBAR AND CAP MARKED SIBSON, SAID REBAR AND CAP IS ALSO THE NORTHWEST CORNER OF ADAMS BOAT STORAGE PLAT A AS FOUND IN THE UTAH COUNTY RECORDER'S OFFICE AS MAP NO. 13672, SAID CORNER LIES N 89° 48' 53" W 1808.28 FEET (S 89° 49' 51" E BY RECORD) ALONG THE SECTION LINE AND S 00° 00' 58" W 116.87 FEET (SOUTH BY RECORD) FROM THE NORTHEAST CORNER OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE ALONG THE SOUTHERLY ESTABLISHED 84 FOOT RIGHT-OF-WAY LINE OF 1500 SOUTH STREET THE FOLLOWING (4) FOUR COURSES: (1) N 89° 00' 26" W 420.39 FEET TO A POINT OF CURVATURE, (2) WESTERLY 176.80 FEET ALONG THE ARC OF A 3000.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A DELTA ANGLE OF 3° 22' 36" (NOTE: CHORD BEARS S 89° 18' 16" W 176.78 FEET) TO A POINT OF REVERSE CURVATURE, (3) WESTERLY 140.93 FEET ALONG THE ARC OF A 2400.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A DELTA ANGLE OF 3° 21' 52" (NOTE: CHORD BEARS S 89° 17' 54" W 140.91 FEET), (4) N89° 01' 10" W 89.24 FEET TO A LINE THAT IS 30 FEET EAST AND PARALLEL TO THE WESTERLY BOUNDARY LINE OF COLEMAN REAL ESTATE INVESTMENT PROPERTY AS FOUND IN THE WARRANTY DEED IN SAID RECORDER'S OFFICE AS ENTRY NO. 56694:2018; THENCE SOUTH 273.96 FEET TO THE NORTHERLY LINE OF THE BOUNDARY LINE AGREEMENT AS FOUND IN SAID RECORDER'S OFFICE AS ENTRY NO. 63565:2011; THENCE N 89° 41' 09" W 30.01 FEET ALONG SAID NORTHERLY LINE TO THE WESTERLY LINE OF SAID COLEMAN PROPERTY; THENCE NORTH 290.17 FEET TO THE SOUTHERLY LINE OF THE ROAD DEDICATION PLAT MAP AS FOUND IN SAID RECORDER'S OFFICE AS MAP NO. 3552; THENCE S 89° 12' 28" E 874.58 FEET (N 89° 13' 07" W BY RECORD) THENCE SOUTH 10.04 FEET TO THE NORTHERLY BOUNDARY LINE OF SAID ADAMS BOAT STORAGE PLAT; THENCE N 89° 00' 26" W 17.28 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 18,205 SQUARE FEET OR 0.418 ACRES OF LAND.

OWNER'S DEDICATION

KNOWN ALL MEN BY THESE PRESENT THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREIN AND SHOWN ON THIS MAP, HAVE CAUSED THESE SAME TO BE DEDICATED AREAS FOR THE PURPOSE OF A STREET AND DO HEREBY DEDICATE THE STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC.

THIS _____ DAY OF _____, 2024.

COLEMAN REAL EASTATE INVESTMENT LLC, A UTAH LIMITED LIABILITY COMPANY

_____ _____
WALLACE R. COLEMAN DATE

LLC ACKNOWLEDGMENT

STATE OF UTAH }
COUNTY OF UTAH }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, A.D. 2024, BY WALLACE R. COLEMAN, AS MANAGER OF THE COLEMAN REAL ESTATE INVESTMENT LLC, A LIMITED LIABILITY COMPANY WITH AN ADDRESS OF 737 NORTH 730 EAST, AMERICAN FORK, UTAH 84003, THE SIGNER OF THE FOREGOING DEDICATION WHO DULY ACKNOWLEDGE TO ME THAT THEY DID EXECUTE THE SAME.

MY COMMISSION NUMBER: _____ MY COMMISSION EXPIRES: _____

_____ _____
SIGNED (TO NOTARY PUBLIC COMMISSIONED IN UTAH) PRINTED FULL NAME OF NOTARY

PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____, A.D. 2024, BY THE PLANNING COMMISSION OF AMERICAN FORK CITY.

_____ _____
CHAIRPERSON, PLANNING COMMISSION DATE

_____ _____
SECRETARY, PLANNING COMMISSION DATE

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF AMERICAN FORK CITY, COUNTY OF UTAH APPROVES THIS ROAD DEDICATION PLAT AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS _____ DAY OF _____, A.D. 2024.

APPROVED:

_____ _____
MAYOR DATE

_____ _____
DATE

_____ _____
DATE

_____ _____
DATE

_____ _____
DATE

_____ _____
DATE

ATTEST:

_____ _____
CITY RECORDER'S SIGNATURE (SEE SEAL BELOW) DATE

1500 SOUTH ROAD DEDICATION

**LOCATED WITHIN NE ¼ OF SECTION 35 TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN
AMERICAN FORK, UTAH COUNTY, UTAH**

CITY RECORDER SEAL | NOTARY SEAL | SURVEYOR SEAL | COUNTY RECORDER SEAL

PROFESSIONAL LAND SURVEYOR No. 10719099 Spencer J. McCutcheon 5-21-2024 STATE OF UTAH

When Recorded Return To:
American Fork City
51 East Main Street
American Fork City, Utah 84003

QUIT CLAIM DEED

Coleman Real Estate Investment LLC, **Grantor/s**, of the County of Utah, State of Utah, hereby QUIT CLAIMS to **AMERICAN FORK CITY**, at 51 East Main Street, American Fork, Utah 84003, Grantee, for the sum of Forty dollars and 00/100 cents, and other good and valuable considerations, the following described parcel of land in Utah County, as Public Right-of-Way, to –wit:

BEGINNING AT THE NORTHEAST CORNER OF THE COLEMAN REAL ESTATE INVESTMENT PROPERTY AS FOUND IN THE UTAH COUNTY RECORDER'S OFFICE AS ENTRY NO. 56694:2018, SAID CORNER LIES 1791.04 FEET N 89° 48' 53" W ALONG THE SECTION LINE AND 65.91 FEET SOUTH FROM THE NORTHEAST CORNER OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE WEST 874.50 FEET; THENCE NORTH 38.56 FEET TO THE SOUTHERLY BOUDNARY LINE OF THE TIMPANOGOS SPECIAL SERVICE DISTRICT PROPERTY AS DESCRIBED IN SAID RECORDER'S OFFICE AS ENTRY NO. 2247-1997; THENCE S 89° 01' 10" E 121.42 FEET ALONG SAID SOUTHERLY LINE TO THE WESTERLY LINE OF THE AMERICAN FORK CITY PROPERTY AS FOUND IN THE SAID RECORDER'S OFFICE AS ENTRY NO. 1069:2016; THENCE ALONG THE BOUNDARY LINES OF SAID AMREICAN FOK CITY PROEPRTY THE FOLLOWING (2) TWO COURSES: (1) S 00° 19' 53" W 2.21 FEET, (2) S 89° 01' 36" E 753.21 FEET; THENCE SOUTH 21.47 FEET TO THE TRUE POINT OF BEGINNING.

Containing 0.586 acres, more or less

WITNESS, the hand of said Grantors, this 17 day of April, A.D. 2024.

Coleman Real Estate Investment LLC
Don Coleman, Owner/President

Coleman Real Estate Investment LLC
Kyle Coleman, Owner/Member

STATE OF Utah)
§
COUNTY OF Utah)

On the date first above written personally appeared before me, Don Coleman, owner/president of Coleman Real Estate Investment LLC, and Kyle Coleman, owner/manager of Coleman Real Estate Investment LLC, the signers of the within and foregoing instrument, who duly acknowledged to me that they executed the same.

WITNESS my hand and official stamp the date in this certificate first above written:

Notary Public

MELISSA WHITE
NOTARY PUBLIC · STATE OF UTAH
COMMISSION # 735790
Comm. Expires: 02-27-2028

Attachment: Coleman Annexation Agreement (Coleman Annexation Agreement)

AMERICAN FORK 18 53

PHONE: (801) 763-3000
FAX: (801) 763-3033
WEB: www.americanfork.gov

51 E Main St
American Fork, UT
84003

April 15, 2024

RE: Recording Authorization of a Quit Claim Deed

To Whom It May Concern:

American Fork City authorizes the Utah County Recorder's Office to record the Quit Claim Deed from Coleman Real Estate Investment, LLC. (contains 0.586 acres) and will be used for public right-of-way.

If you have any questions, feel free to contact the American Fork City Engineering Department at 801-763-3060.

Thank you,

_____

Bradley J. Frost
Mayor

Attachment: Coleman Annexation Agreement (Coleman Annexation Agreement)

When Recorded Return To:
American Fork City
51 East Main Street
American Fork City, Utah 84003

QUIT CLAIM DEED

Parcel Tax ID: 13:076:0035

Coleman Real Estate Investment LLC, **Grantor/s**, of the County of Utah, State of Utah, hereby QUIT CLAIMS to **AMERICAN FORK CITY**, at 51 East Main Street, American Fork, Utah 84003, Grantee, for the sum of forty dollars and 00/100 cents, and other good and valuable considerations, the following described parcel of land in Utah County, as Public Right-of-Way, to –wit:

BEGINNING AT THE NORTHEAST CORNER OF THE COLEMAN REAL ESTATE INVESTMENT PROPERTY AS FOUND IN THE UTAH COUNTY RECORDER'S OFFICE AS ENTRY NO. 56694:2018, SAID CORNER LIES 1791.04 FEET N 89° 48' 53" W ALONG THE SECTION LINE AND 65.91 FEET SOUTH FROM THE NORTHEAST CORNER OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE SOUTH 41.17 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE AS SHOWN ON THE ROAD DEDICATION PLAT AS ENTRY NO. 3625:1988; THENCE ALONG THE SAID SOUTHERLY LINE N 89° 12' 28" W 874.58 FEET (N 89° 13' 07" W BY RECORD) TO THE WESTERLY BOUNDARY LINE OF SAID COLEMAN PROPERTY; THENCE ALONG THE BOUNDARY LINES OF SAID COLEMAN PROPERTY THE FOLLOWING (2) TWO COURSES: (1) NORTH 29.07 FEET, (2) EAST 874.50 FEET TO THE TRUE POINT OF BEGINNING.

Containing 0.702 acres, more or less.

WITNESS, the hand of said Grantors, this 17 day of April, A.D. 2024.

Coleman Real Estate Investment LLC
Don Coleman, Owner/President

Coleman Real Estate Investment LLC
Kyle Coleman, Owner/Manager

STATE OF Utah)
§
COUNTY OF Utah)

On the date first above written personally appeared before me, Don Coleman, owner/president of Coleman Real Estate Investment LLC, and Kyle Coleman, owner/manager of Coleman Real Estate Investment LLC, the signers of the within and foregoing instrument, who duly acknowledged to me that they executed the same.

WITNESS my hand and official stamp the date in this certificate first above written:

Notary Public

MELISSA WHITE
NOTARY PUBLIC · STATE OF UTAH
COMMISSION # 735790
Comm. Expires: 02-27-2028

Attachment: Coleman Annexation Agreement (Coleman Annexation Agreement)

AMERICAN FORK 18 53

PHONE: (801) 763-3000
FAX: (801) 763-3033
WEB: www.americanfork.gov

51 E Main St
American Fork, UT
84003

April 15, 2024

RE: Recording Authorization of a Quit Claim Deed

To Whom It May Concern:

American Fork City authorizes the Utah County Recorder's Office to record the Quit Claim Deed from Coleman Real Estate Investment, LLC. The deed involves Parcel Tax ID 13:076:0035 (contains 0.702 acres) and will be used for public right-of-way.

If you have any questions, feel free to contact the American Fork City Engineering Department at 801-763-3060.

Thank you,

_____

Bradley J. Frost
Mayor

Attachment: Coleman Annexation Agreement (Coleman Annexation Agreement)

ATTACHMENT 5

WATER DELAY AGREEMENT FOR ANNEXATION

This Water Delay Agreement for Annexation ("**Agreement**") is entered into as of the 1st day of April, 20 24 ("**Effective Date**"), by and between Coleman Real Estate Investments LLC ("**Owner**"), and AMERICAN FORK CITY, a municipal corporation and political subdivision of the State of Utah ("**City**").

RECITALS

WHEREAS Owner is the owner of Parcel Nos. 13:076:0035 ("**Property**"), which are located outside of the City's current municipal boundaries; and

WHEREAS Owner has filed with the City a request to have the Property annexed into the City ("**Annexation Request**"); and

WHEREAS Section 17.1.400(C) of the City Code requires the conveyance of title to water rights concurrently with final action by the City Council on an annexation, except under pursuant to certain findings, terms, and conditions; and

WHEREAS City and Owner desire to enter into this Agreement as part of the findings, terms, and conditions required under Section 17.1.400(C) of the City Code.

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

AGREEMENT

1. Determination of City Council. The City Council, with the recommendation of the City Planning Commission, has determined that there is good and sufficient reason to delay the time of conveyance of water rights and/or water shares beyond the time of the City Council's final action on the Annexation Request. This determination was made in the City Council meeting held on _____, 20___. The basis and reasoning for the City Council's determination are included within the recording, minutes, and other documentation from said City Council meeting.

2. Water Rights/Shares. The specific water rights and/or water shares that may be conveyed to the City, and that pursuant to the terms and conditions of this Agreement are hereby committed to the City, which commitment is irrevocable by Owner and may be released by the City only as provided in this Agreement ("**Committed Water**"), are identified in Exhibit A of this Agreement.

3. Conveyance of Committed Water. Prior to the City's approval of any development on the Property that will require the delivery of water, the City will determine the amount of water rights/shares required for dedication and conveyance to the City in order to meet the water requirements of the development. Owner will convey clear title to the required amount of the

Attachment: Coleman Annexation Agreement (Coleman Annexation Agreement)

Committed Water to the City. If the amount of water necessary for the development is less than the total amount of the Committed Water, the City will release the commitment (provided in paragraph 2 above) as to the unnecessary portion of the Committed Water. If the amount of water necessary for the development is more than the total amount of the Committed Water, Owner shall convey additional acceptable water rights/shares to the City to meet the dedication requirements. If the Committed Water consists of any water rights, the conveyance shall be by Warranty Deed and an accompanying Water Rights Deed Addendum. If the Committed Water consists of any water shares, the conveyance shall be by assignment, endorsement, and delivery of the appropriate share certificates. Owner acknowledges that under the Article XI, Section 6 of the Utah Constitution, City is prohibited from returning to Owner any portion of the Committed Water once it has been conveyed to the City.

4. Change Application. If any of the Committed Water consists of water rights, an express prerequisite for conveyance shall be the filing and approval of an Application for Permanent Change of Water ("**Change Application**") with the Utah Division of Water Rights ("**Division**") to convert the water rights to municipal use to be diverted from the City's wells. Prior to the filing of the Change Application, the water rights shall be reviewed by the City's water attorneys to ensure that the water rights are suitable for dedication. The City's water attorneys shall also prepare and prosecute the Change Application, with the full assistance and support of Owner. The water rights will be deemed acceptable for conveyance to the City under this paragraph upon the issuance of an Order approving the Change Application that is acceptable to the City and upon expiration of all applicable deadlines for requests for reconsideration and/or appeal of the Order. Owner shall be responsible for all costs associated with the Change Application, including but not limited to the City's attorney fees, application filing fees, and document fees.

5. Title to Committed Water. Owner shall convey unencumbered title to the Committed Water to the City. If the Committed Water consists of water rights, the City will obtain a water rights title insurance policy for the water rights. Owner shall be responsible for all costs associated with the water rights title insurance, including but not limited to the policy premium and recording fees. Owner shall be responsible for satisfying the requirements and conditions of the Title Commitment in order for the title company to issue a title insurance policy that is acceptable to the City. A water rights title insurance policy that is agreeable to the City is an express condition to the acceptability of the water rights for dedication and conveyance to the City. If the Committed Water consists of water shares, the City will obtain written confirmation of share ownership and current payment of all assessments from the respective water company/companies. Owner shall be responsible for all costs associated with obtaining the written confirmation. From the date of this Agreement until the Committed Water is conveyed to the City, Owner shall not sell or otherwise dispose of the Committed Water, nor shall Owner allow any liens or encumbrances upon the Committed Water that would prevent Owner from conveying unencumbered title to the Committed Water to the City.

6. Cessation of Owner's Use. Upon conveyance of the Committed Water to the City, Owner shall immediately cease any and all use of the Committed Water.

7. Successors and Assigns. Pursuant to the terms of this Agreement, Owner shall have the right to assign its rights, duties, and obligations. The parties acknowledge that the rights, duties,

Attachment: Coleman Annexation Agreement (Coleman Annexation Agreement)

and obligations of Owner will also apply to any successor or assign of Owner, and that the use of the term "Owner" in this contract includes Owner's successors or assigns.

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

9. Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes all prior agreements and understandings concerning the commitment and conveyance of water rights for the Property. This Agreement shall not be amended, modified, or terminated except by written instrument signed by all parties.

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

11. Third Party Beneficiaries. This Agreement is not intended to and shall not create any rights in any person or entity not a party to this Agreement.

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

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

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

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

16. Counterparts. This Agreement may be executed in multiple counterparts, all of which taken together shall comprise one agreement.

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

AMERICAN FORK CITY

_____
Bradley J. Frost, Mayor

Attest: _____
Terilyn Lurker, City Recorder

Approved as to form by City's attorney 7/11/2018

Attachment: Coleman Annexation Agreement (Coleman Annexation Agreement)

STATE OF UTAH)
:ss
COUNTY OF _____)

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

_____
NOTARY PUBLIC

[OWNER]

_____

STATE OF UTAH)
:ss
COUNTY OF _____)

On the _____ day of _____, 20___, _____ personally appeared before me and duly acknowledged that he/she executed this Water Delay Agreement for the purposes stated therein.

_____
NOTARY PUBLIC

Attachment: Coleman Annexation Agreement (Coleman Annexation Agreement)

Approved as to form by City's attorney 7/11/2018

EXHIBIT A

Description of Water Rights and/or Water Shares Committed to the City

Attachment: Coleman Annexation Agreement (Coleman Annexation Agreement)

Approved as to form by City's attorney 7/11/2018

Exhibit A

Description of Water Rights and/or Water Shares Committed *to* the City

To Whom It May
Concern:

Our company, Layne Downs water broker, LLC, is a water broker dealing with purchasing and selling water shares for most of the water companies in Utah County.

Currently we have had discussions with 5141 West 6400 North represented by Coleman real estate Investment LLC of which Don Coleman, its Manager, and have 6 acre feet of water to deliver them the required American Fork Irrigation or Provo Reservoir water shares required to annex the property on the corner of 5141 West 6400 North, American Fork, Utah. We have the shares in our inventory and could deliver them upon request for the next few months

Sincerely,

Layne
Downs
Manager

DocuSigned by:
Layne Downs
6AAC79433BE04A5...

3/28/2024 | 11:04 PDT

Attachment: Coleman Annexation Agreement (Coleman Annexation Agreement)

Voting was as follows:

Chairwomen Anderson	**AYE**
Harold Dudley	**AYE**
Chris Christiansen	**AYE**
Rodney Martin	**AYE**
Bruce Frandsen	**NAY**
David Bird	**AYE**
Jenny Peay	**AYE**

The motion was tabled

PUBLIC HEARINGS

a. **Review and recommendation on proposed Zoning for the Coleman Annexation, located at approximately 5141 W 6400 N, American Fork City, UT 84003. On approximately 6.20 acres, the property will be annexed into American Fork City and be given the Marina/M-1 zoning designation.**

Cody Opperman reviewed the background information for Public Hearing letter a: The applicant has applied for annexation within American Fork City. The project area looks to have the M-1 zoning designation assigned to the land, which would be for Marina Facility Support Projects. The annexation will consist of roadway dedications for 1500 South (6400 North) and 100 West, both will include dedications for a minor collector roadway and major collector roadway. 100 W will also include dedications for the maintenance of the American Fork River.

Shared Use Paths are shown on the Bike and Pedestrian Master Plan along 1500 South and 100 West. Any future development that happens at this location will need to follow all applicable municipal codes for the Marina Zone

Chairwomen Anderson: Any Questions? The applicants here if you'd like to step forward and comment you're welcome to. Okay if there is no other comments we are ready for a motion.

Attachment: PC Minutes - Coleman Annexation (Coleman Annexation Agreement)

Jenny Peay moved to recommend approval for the proposed Annexation Zoning, located at 5141 W 6400 N, American Fork City, UT 84003, subject to any conditions found in the staff report.

Rodney Martin seconded the motion.

Voting was as follows:

Chairwomen Anderson	**AYE**
Harold Dudley	**AYE**
Chris Christiansen	**AYE**
Rodney Martin	**AYE**
Bruce Frandsen	**AYE**
David Bird	**AYE**
Jenny Peay	**AYE**

The motion passed

Rodney Martin: Good luck with your project.

b. Review and recommendation on a proposed Zoning for the Harbor Road Annexation, located at approximately 500 W 1100 S, American Fork City, UT 84003. On approximately 90 acres, the property will be annexed into American Fork City and be given the SP and PR-3.0 zoning designations.

Travis Van Ekelenburg reviewed the background information for Public Hearing letter b: The applicant has applied for annexation within American Fork City. The project area looks to have the PR-3.0 zoning designation assigned to the land, which would be for a Planned Residential Zone, and SP Zone for the Shoreline Preservation Zone. The subject properties are approximately 90.7 acres in size with dedication areas identified via submitted plat and the zoning designation will be the PR-3.0 and SP zoning designations as highlighted in the zoning map in the agreement.

Chairwomen Anderson: Do we need to talk about the little sliver that is shoreline protection?

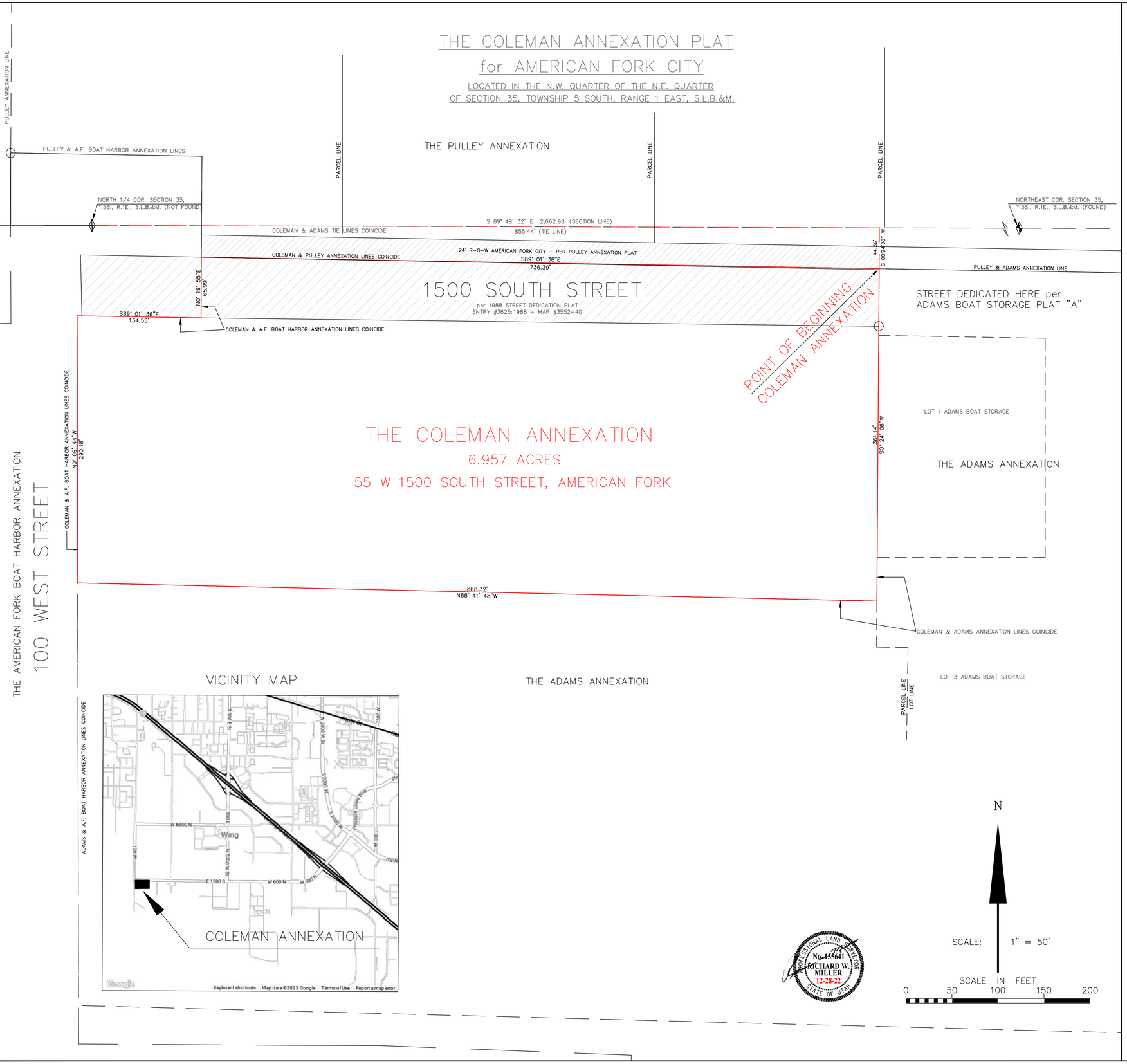
Travis Van Ekelenburg: That's just part of the designation that's gonna go in. Ben, wasn't the roadway going to be moved, so the shoreline protection was going to be in a different area?

Ben Hunter: Correct.

Attachment: PC Minutes - Coleman Annexation (Coleman Annexation Agreement)

THE COLEMAN ANNEXATION PLAT
for AMERICAN FORK CITY

LOCATED IN THE N.W. QUARTER OF THE N.E. QUARTER
OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 1 EAST, S.L.B.&M.



VICINITY MAP

N

SCALE: 1" = 50'

SCALE IN FEET
0 50 100 150 200

PROFESSIONAL LAND SURVEYOR
No. 155641
RICHARD W. MILLER
12-28-22
STATE OF UTAH

CERTIFICATE OF SURVEY

I, RICHARD W. MILLER, PROFESSIONAL LAND SURVEYOR, STATE OF UTAH, HOLDING LICENSE NUMBER 155641, IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEER'S AND LAND SURVEYOR'S LICENSING ACT, UTAH CODE AMENDED. I FURTHER CERTIFY THAT I HAVE PREPARED THIS PLAT OF "THE COLEMAN ANNEXATION" AND THAT THIS IS A TRUE AND ACCURATE MAP OF THE LANDS TO BE ANNEXED INTO AMERICAN FORK CITY, UTAH.

DATE: DECEMBER 21, 2022

RICHARD W. MILLER, P.L.S.

PROPERTY DESCRIPTION

BEGINNING AT A POINT SOUTH 89°49'32" EAST 855.44 FEET AND SOUTH 00°24'06" WEST 44.36 FEET FROM THE NORTH 1/4 CORNER OF SECTION 35, T.5S., R.1E., S.L.B.&M., SAID POINT LOCATED AT THE NORTHWEST CORNER OF THE RUBEN & CHRISTINE ADAMS ANNEXATION PLAT, ENTRY #38534:2010 - MAP #13238, RECORDED MAY 11, 2010 IN THE OFFICE OF THE UTAH COUNTY RECORDER AND RUNNING THENCE ALONG THE BOUNDARY OF THE AFORESAID ANNEXATION PLAT THE NEXT TWO COURSES AND DISTANCES; 1) SOUTH 00°24'06" WEST 361.14 FEET; 2) NORTH 88°41'48" WEST 868.32 FEET TO THE EASTERLY BOUNDARY OF THE AMERICAN FORK BOAT HARBOR ANNEXATION PLAT, ENTRY #89992:2019 - MAP #16701, RECORDED SEPTEMBER 12, 2019 IN THE OFFICE OF THE UTAH COUNTY RECORDER; THENCE ALONG SAID EASTERLY BOUNDARY OF THE AFORESAID ANNEXATION PLAT THE NEXT THREE COURSES AND DISTANCES; 1) NORTH 00°06'44" WEST 290.17 FEET; 2) SOUTH 89°01'36" EAST 134.55 FEET; 3) NORTH 00°19'55" EAST 65.99 FEET TO THE SOUTHWEST CORNER OF THE PULLEY ANNEXATION PLAT, ENTRY #1072:2016 - MAP #14593, RECORDED JANUARY 06, 2016 IN THE OFFICE OF THE UTAH COUNTY RECORDER; THENCE SOUTH 89°01'38" EAST 736.39 FEET ALONG THE SOUTH LINE OF SAID PULLEY ANNEXATION TO THE POINT OF BEGINNING.

CONTAINS: 6.957 ACRES (AS DESCRIBED)

NARRATIVE

1. THE PURPOSE OF THIS PLAT IS TO MAP AND DESCRIBE LANDS TO BE ANNEXED INTO AMERICAN FORK CITY THAT ARE LOCATED BETWEEN EXISTING ANNEXED TRACTS OF LAND.

2. THE BASIS-OF-BEARING FOR THIS PLAT IS THE NORTH LINE OF SECTION 35, BETWEEN THE NORTH 1/4 CORNER AND THE NORTHEAST CORNER OF SECTION 35, T.5S., R.1E., S.L.B.&M., AS SHOWN ON THE RUBEN & CHRISTINE ADAMS ANNEXATION PLAT. THE BEARING IS S 89°49'32" E.

3. THIS COLEMAN ANNEXATION IS SURROUNDED BY THE RUBEN & CHRISTINE ADAMS ANNEXATION, THE PULLEY ANNEXATION, AND THE AMERICAN FORK BOAT HARBOR ANNEXATION. (SEE ABOVE DESCRIPTION FOR RECORD INFORMATION FOR EACH ANNEXATION.) THE ADAMS, PULLEY, AND A.F. BOAT HARBOR ANNEXATIONS HAVE BEEN PLOTTED IN THIS CAD DRAWING JUST AS THEY ARE RECORDED. ALONG THOSE BOUNDARIES WHERE EACH ARE EXPECTED TO MATCH, THEY DO, WITHIN HUNDREDTHS OF A FOOT. THEREFORE NO ROTATION TO ANY HAS BEEN APPLIED. THE COLEMAN ANNEXATION WAS THEN SET IN PLACE TO MATCH ADAMS ALONG ITS EAST AND SOUTH BOUNDARIES, THEN TO MATCH A.F. BOAT HARBOR ALONG ITS WEST BOUNDARY, AND THEN TO MATCH PULLEY ALONG ITS NORTH BOUNDARY.

ACCEPTANCE BY LEGISLATIVE BODY

THIS IS TO CERTIFY THAT THE AMERICAN FORK CITY COUNCIL HAS RECEIVED A PETITION BY A MAJORITY OF THE OWNERS OF THE TRACT SHOWN HEREON REQUESTING THAT SAID TRACT BE ANNEXED TO THE CITY OF AMERICAN FORK AND THAT A COPY OF THE ORDINANCE HAS BEEN PREPARED FOR FILING HEREWITH ALL IN ACCORDANCE WITH THE UTAH BOUNDARY COMMISSION ACT (1979) 10-01-04 AND 10-2-401 THROUGH 423, AS REVISED AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE ANNEXATION AS SHOWN AS A PART OF AMERICAN FORK CITY AND THAT SAID TRACT OF LAND IS TO BE KNOW AS THE "COLEMAN ANNEXATION".

DATED THIS _____ DAY OF _____, 2023.

MAYOR	COUNCIL MEMBER
COUNCIL MEMBER	COUNCIL MEMBER
COUNCIL MEMBER	COUNCIL MEMBER
CITY RECORDER	

UTAH COUNTY SURVEYOR

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

UTAH COUNTY SURVEYOR	DATE

ANNEXATION PLAT FOR
COLEMAN REAL ESTATE INVESTMENT, LLC
737 N. 730 EAST, AMERICAN FORK, UT 84003

THE COLEMAN ANNEXATION
55 W. 1500 SOUTH ST., AMERICAN FORK CITY, UTAH

DATE OF PLAT: DECEMBER 21, 2022 JOB NO. 22013

PREPARED BY MILLER SURVEYS, P.L.L.C.
PROFESSIONAL LAND SURVEYORS PHONE 801-975-1083 CELL 801-550-1084
14071 S. TIMBER RIDGE DRIVE SALT LAKE CITY, UTAH, 84104

Attachment: 2023.02.06 UPDATED_AnnexPlat 2023-Coleman (Coleman Annexation Agreement)

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
MAY 14, 2024

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

AGENDA ITEM Review and action on a resolution accepting, or deny, the Jes and Claire Scott Annexation petition to annex, consisting of 1.504 acres at approximately 350 East 620 South.

RECOMMENDATION
Staff is recommending approval of the Jes and Claire Scott Annexation petition to annex.

BACKGROUND
This petition for annexation into American Fork City is for the property located at 350 East 620 South. The notice of intent to annex was submitted to the city and required notices sent out by Utah County to property owners within 300 feet of the property. The petitioner submitted the Petition for Annexation and recordable map to the recorders office, and the city council now must accept or deny the YD3 Annexation as the next step in the process.

BUDGET IMPACT
N/A

SUGGESTED MOTION
ACCEPTANCE OF PETITION
Move to adopt the resolution accepting the petition to annex the Jes and Claire Scott Annexation, consisting of 1.504 acres at approximately 350 East 620 South.

DENIAL OF PETITION
Move to deny the petition to annex the Jes and Claire Scott Annexation, consisting of 1.504 acres at approximately 350 East 620 South.

SUPPORTING DOCUMENTS

3. Resolution accepting the Petition for Annexation (DOCX)
Jes and Claire Scott Annexation plat 04.10.24 (PDF)

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A PETITION FOR ANNEXATION OF 1.504 ACRES LOCATED AT APPROXIMATELY 350 EAST 620 SOUTH, KNOWN AS THE JES AND CLAIRE SCOTT ANNEXATION, FROM JES AND CLAIRE SCOTT, OWNER OF REAL PROPERTY OF LAND, INTO AMERICAN FORK CITY.

WHEREAS, on April 2, 2024, the owners of certain real property, Jes and Claire Scott, filed a petition with the city recorder requesting that property located at approximately 350 East 620 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(s) 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, covers 100% of all the rural real property within the area proposed for annexation, and covers 100% of all of the private land area within the area proposed for annexation or a migratory bird production 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 1.504 acres of real property known as the Jes and Claire Scott 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).

Attachment: 3. Resolution accepting the Petition for Annexation (Jes and Claire Scott Annexation - Acceptance/Denial of petition)

ADOPTED AND PASSED BY THE AMERICAN FORK CITY COUNCIL this 14th day of May 2024.

Bradley J. Frost, Mayor

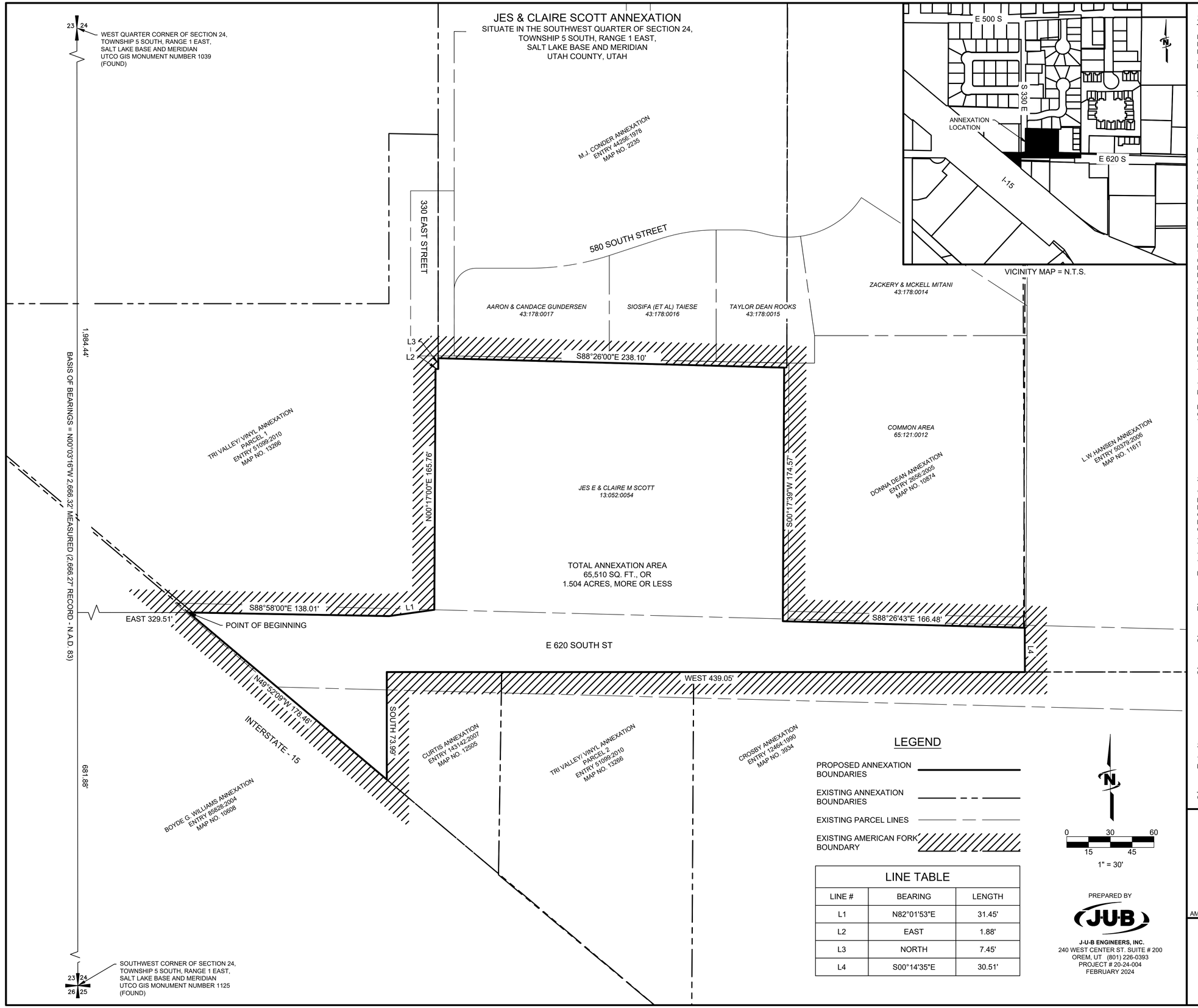
ATTEST:

Terilyn Lurker, City Recorder

Attachment: 3. Resolution accepting the Petition for Annexation (Jes and Claire Scott Annexation - Acceptance/Denial of petition)

JES & CLAIRE SCOTT ANNEXATION

SITUATE IN THE SOUTHWEST QUARTER OF SECTION 24,
TOWNSHIP 5 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN
UTAH COUNTY, UTAH



LEGEND

- PROPOSED ANNEXATION BOUNDARIES
- EXISTING ANNEXATION BOUNDARIES
- EXISTING PARCEL LINES
- EXISTING AMERICAN FORK BOUNDARY

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N82°01'53"E	31.45'
L2	EAST	1.88'
L3	NORTH	7.45'
L4	S00°14'35"E	30.51'

N

0 30 60
15 45
1" = 30'

PREPARED BY

J-U-B ENGINEERS, INC.
240 WEST CENTER ST. SUITE # 200
OREM, UT (801) 226-0393
PROJECT # 20-24-004
FEBRUARY 2024

SURVEYOR'S CERTIFICATE

I, TANNER N. BECK, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD LICENSE NUMBER 13214183 IN ACCORDANCE WITH TITLE 58, CHAPTER 22 OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT, UTAH CODE ANNOTATED, 1953 AS AMENDED. I FURTHER CERTIFY THAT THIS IS A TRUE AND ACCURATE MAP OF THE TRACT OF LAND TO BE ANNEXED TO AMERICAN FORK CITY, UTAH COUNTY, UTAH.

DRAFT

TANNER BECK, P.L.S. DATE

ANNEXATION BOUNDARY DESCRIPTION

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF PARCEL 1 OF THE TRI VALLEY/ VINYL ANNEXATION AS SHOWN AND DESCRIBED ON THE OFFICIAL PLAT THEREOF ON FILE AT THE OFFICE OF THE UTAH COUNTY RECORDER AS ENTRY 51099:2010, MAP NO. 13266, WHICH POINT IS NORTH 00°03'16" WEST ALONG THE SECTION LINE 681.88 FEET, AND EAST 329.51 FEET FROM THE SOUTHWEST CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE THE FOLLOWING (5) COURSES WHICH ARE ALONG SAID TRI VALLEY/ VINYL ANNEXATION: (1) SOUTH 88°58'00" EAST 138.01 FEET (135.04 FEET BY RECORD ANNEXATION); (2) NORTH 82°01'53" EAST 31.45 FEET; (3) NORTH 00°17'00" EAST 165.76 FEET; (4) EAST 1.88 FEET; (5) NORTH 7.45 FEET TO A POINT ON THE SOUTH LINE OF THE M.J. CONDER ANNEXATION AS SHOWN AND DESCRIBED ON THE OFFICIAL PLAT THEREOF ON FILE AT THE OFFICE OF THE UTAH COUNTY RECORDER AS ENTRY 44256:1978, MAP NO. 2235; THENCE SOUTH 88°26'00" EAST 238.10 FEET ALONG THE SOUTHERLY LINE OF SAID M.J. CONDER ANNEXATION TO A POINT ON THE WESTERLY LINE OF THE DONNA DEAN ANNEXATION AS SHOWN AND DESCRIBED ON THE OFFICIAL PLAT THEREOF ON FILE AT THE OFFICE OF THE UTAH COUNTY RECORDER AS ENTRY 2656:2005, MAP NO. 10874; THENCE THE FOLLOWING (2) COURSES WHICH ARE ALONG SAID DONNA DEAN ANNEXATION: (1) SOUTH 00°17'39" WEST 174.57 FEET (174.52 FEET BY RECORD ANNEXATION); (2) SOUTH 88°26'43" EAST 166.48 FEET (165.75 FEET BY RECORD ANNEXATION) TO A POINT ON THE WESTERLY LINE OF THE L.W. HANSEN ANNEXATION AS SHOWN AND DESCRIBED ON THE OFFICIAL PLAT THEREOF ON FILE AT THE OFFICE OF THE UTAH COUNTY RECORDER AS ENTRY 50379:2006, MAP NO. 11617; THENCE ALONG SAID L.W. HANSEN ANNEXATION SOUTH 00°14'35" EAST 30.51 FEET TO A POINT ON THE NORTHERLY LINE OF THE CROSBY ANNEXATION AS SHOWN AND DESCRIBED ON THE OFFICIAL PLAT THEREOF ON FILE AT THE OFFICE OF THE UTAH COUNTY RECORDER AS ENTRY 12464:1990, MAP NO. 3934; THENCE WEST 439.05 FEET ALONG SAID CROSBY ANNEXATION, ALSO BEING ALONG THE NORTH LINE OF PARCEL 2 OF SAID TRI VALLEY/ VINYL ANNEXATION AND THE NORTH LINE OF THE CURTIS ANNEXATION AS SHOWN AND DESCRIBED ON THE OFFICIAL PLAT THEREOF ON FILE AT THE OFFICE OF THE UTAH COUNTY RECORDER AS ENTRY 143142:2007, MAP NO. 12505, TO A POINT ON THE NORTHWEST CORNER OF SAID CURTIS ANNEXATION; THENCE SOUTH 73.99 FEET (73.98 FEET BY RECORD ANNEXATION) ALONG SAID CURTIS ANNEXATION TO A POINT ON THE NORTHEASTERLY LINE OF THE BOYDE G. WILLIAMS ANNEXATION AS SHOWN AND DESCRIBED ON THE OFFICIAL PLAT THEREOF ON FILE AT THE OFFICE OF THE UTAH COUNTY RECORDER AS ENTRY 85828:2004, MAP NO. 10608; THENCE NORTH 49°52'09" WEST 178.46 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED ANNEXATION BOUNDARY CONTAINS 65,510 SQUARE FEET OR 1.504 ACRES, MORE OR LESS.

BASIS OF BEARINGS = NORTH 00°03'16" WEST ALONG THE SECTION LINE BETWEEN THE SOUTHWEST CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND THE WEST QUARTER CORNER OF SAID SECTION.

APPROVAL OF LEGISLATIVE BODY

WE, THE DULY ELECTED COUNCIL OF THE CITY OF AMERICAN FORK, UTAH HAVE RECEIVED A REQUEST TO INITIATE PROCEDURES FOR THE ANNEXATION OF THE TRACT OF LAND SHOWN HEREON, WHICH TRACT CONSTITUTES A PORTION OF AN EXISTING ISLAND OR PENINSULA WITHIN OR CONTIGUOUS TO THE CITY, AND DO HEREBY CERTIFY: (1) THE COUNCIL HAS ADOPTED 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 PART OF AMERICAN FORK CITY, TO BE KNOWN HERE AFTER AS THE JES & CLAIRE SCOTT ANNEXATION.

DATED THIS _____ DAY OF _____, A.D. 2024

MAYOR

CITY COUNCIL MEMBER

CITY COUNCIL MEMBER

CITY COUNCIL MEMBER

CITY COUNCIL MEMBER

CITY COUNCIL MEMBER

CITY COUNCIL MEMBER

ATTEST: _____
CLERK - CITY RECORDER

APPROVAL BY COUNTY SURVEYOR

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

_____
COUNTY SURVEYOR

FINAL LOCAL ENTITY PLAT

JES & CLAIRE SCOTT ANNEXATION

SITUATE IN THE SOUTHWEST QUARTER OF SECTION 24,
TOWNSHIP 5 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN

AMERICAN FORK CITY, UTAH COUNTY, UTAH | SCALE 1" = 30' | SHEET 1 OF 1

SURVEYOR'S SEAL	CITY RECORDER SEAL	COUNTY RECORDER

Attachment: Jes and Claire Scott Annexation plat 04.10.24 (Jes and Claire Scott Annexation - Acceptance/Denial of petition)

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
MAY 14, 2024

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

AGENDA ITEM Review and action on a Contract for Striping Services at various locations throughout the City (ST2024005)

SUMMARY RECOMMENDATION Staff recommends approval of the contract for striping services to Allstar Striping LLC.

BACKGROUND The Streets and Engineering Divisions followed a standard procurement process by issuing a request for proposals (RFP) for striping services throughout the City. On April 11, 2024, two proposals were received. Allstar Striping LLC was selected to be the striping contractor based on the criteria in the issued RFP.

BUDGET IMPACT Specific projects will be selected and completed within the existing or future approved budgets for striping and road maintenance.

SUGGESTED MOTION Mr. Mayor, I move to approve the agreement for striping services as presented and authorize the City to enter into the contract with Allstar Striping LLC.

SUPPORTING DOCUMENTS

RFP-American Fork City 3-year Striping 2024-03-21 (PDF)

REQUEST FOR PROPOSALS

For the

Roadway Striping and Pavement Message Services

3-Year Striping and Pavement Messages Contract

Department of Public Works
275 East 200 North
American Fork, Utah 84003

RFP # ST2024005

Date of Issue: March 20, 2024

Attachment: RFP-American Fork City 3-year Striping 2024-03-21 (Award of Construction Contract for Striping Services (ST2024005))

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Notice of award
Performance Bond
Notice to Proceed
Change Order Form
Special Provisions

Attachment: RFP-American Fork City 3-year Striping 2024-03-21 (Award of Construction Contract for Striping Services (ST2024005))

I. INTRODUCTION

American Fork City Public Works, "City" is soliciting proposals from qualified contractors, "Proposer" to provide roadway striping and pavement message services throughout American Fork City for 3 years.

Bids for this Project will be received electronically through the Utah Public Procurement Place (U3P)/SciQuest website until April 11, 2024. at 2:00 p.m. local time. At that time the Bids received will be privately opened and read. The City Council Acceptance of Award will be issued on Tuesday April 23, 2024, and anticipated Notice to Proceed by April 28, 2024.

Information and Bidding Documents for the Project can be found at the following designated website:
https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfUtah

Bidding Documents may be downloaded from the designated website. Prospective Bidders are urged to register with the designated website as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

II. PROJECTED SCHEDULE FOR THE RFP PROCESS

American Fork City reserves the right to modify the following schedule at their discretion:

Activity	Date
Mandatory Pre-Proposal Conference	March 27, 2024 at 11:00am
Final day to submit questions	April 3, 2024, before 2:00 pm
City issues final answers to questions	April 9, 2024
Proposal Due Date	April 11, 2024, before 2:00 pm
City Council acceptance of award	April 23, 2024
Anticipated Start of Services	by April 28, 2024

III. PROPOSAL SUBMISSION AND DEADLINE INSTRUCTIONS

Your electronic proposals will be accepted until **2:00 PM** on **Thursday, April 11, 2024** at the **SciQuest** website. **No proposals will be accepted after the closing date and time. Only those Proposers who attend the mandatory pre-proposal conference will be considered for award.**

Proposals shall include the following:

- **Cover page**

Attachment: RFP-American Fork City 3-year Striping 2024-03-21 (Award of Construction Contract for Striping Services (ST2024005))

- **Content (2-page max)**
- **Appendices (5-page max)**
- **RFP agreement (see attachment A)**

IV. PROPOSAL FORMAT

All proposals shall be formatted according to the following specifications:

- Content and Page Limit:
  - Cover Letter – 1 Page; include the company, contact name, address, phone number and email address on the cover letter.
  - Proposals shall include information to meet the criteria used for evaluation. Proposals are limited to a maximum of two (2) pages single sided 8.5" x 11" sized page. One-inch margins and font size will be 11-point font minimum – Times New Roman or Arial. The cover letter does not count as one of the 2 pages.
  - Appendices may include the following (does not count toward the 2-page proposal total):
    - Resumes – Include resumes of significant team members, limited to one page each.
    - Provide a submittal showing the type of paint and application information.
  - The Proposed Pricing/Cost/Fees page. This may be 11x17 if needed for readability and does not count as one of the 2 pages.
- Agreement: Proposers for this RFP must be willing to enter into an agreement with American Fork City. A sample of the agreement is attached (see Attachment B).

V. MANDATORY PRE-PROPOSAL CONFERENCE AND QUESTION SUBMISSION

Interested Proposers are required to attend the pre-proposal meeting to discuss the project and to ask questions about this RFP. Only bids from Proposers who attend the pre- proposal conference will be opened and considered for award. The pre-proposal conference will be held on March 27, 2024, at 11:00 am. It will be held at the Public Works Main office, located at 275 East 200 North, American Fork, UT 84003.

Proposers are encouraged to submit their questions ahead of time via SciQuest. If the RFP needs to be modified or clarified, a written addendum will be issued. Questions may be submitted through SciQuest until the deadline for questions submission, which is April 3 at 2:00 pm. All the Q and A will be posted on SciQuest.

VI. BACKGROUND

The purpose of the project is to provide roadway striping and pavement message services within American Fork City. Each year the public works department will focus on a part of town to maintain or update the existing striping, and the contractor will be able to perform this work on their schedule as long as it gets done within 2 months after

Attachment: RFP-American Fork City 3-year Striping 2024-03-21 (Award of Construction Contract for Striping Services (ST2024005))

the request.

There will be occasions where striping modifications will be requested on a smaller scale as needed and the contractor will need to perform these tasks within 2 weeks of the request. These requests may fall under the small-scale mobilization costs. For small scale requests that are under $10,000 for long line striping and $5,000 for road messages the small-scale mobilization costs may be applied.

VII. SCOPE OF WORK AND TASKS TO BE COMPLETED AND INCLUDED WITHIN PROPOSAL

- Contract goals:
  - Minimize impact to residents, business, those traveling.
  - Provide a quality striping product on the city streets, conforming with the specifications found in Attachment D: Special Provisions.
  - Be available when needed.
  - Work with city staff to meet MUTCD requirements.
- Successful contractor team is expected to fulfill the following:
  - Consist of individuals with experience in delivering similar types of projects.
  - Provide a project manager with project delivery experience with managing similar types of projects.
  - Repaint striping and messages to match the existing in the areas indicated.
  - City staff will provide exhibits and/or mark out areas that are to be painted different from the existing paint layout or if the paint did not exist prior.
- Provide a bid table using the following Estimated quantities for the 3 years.
  - The bid table is found in Attachment D.
  - Include how small-scale projects will be handled that have a 2-week timeline.
- Include type of equipment that will be used on this project.

Attachment: RFP-American Fork City 3-year Striping 2024-03-21 (Award of Construction Contract for Striping Services (ST2024005))

VIII. PRICING/COSTS/FEES

Payment for these services will be for roadway striping and pavement message services and the bid unit prices shall include all labor, materials, mobilization, traffic control, rentals, removal, overhead, profit, insurance, sales tax, other applicable taxes and fees, etc., to cover the finished work of the several kinds called for. If additional scope is added, the contractor is responsible to initiate a change in scope request to account for any additional work prior to the work being performed.

IX. EVALUATION AND SCORING CRITERIA

Proposals will be evaluated, scored, and ranked by a Selection Committee. The Selection Committee may invite the top-ranked proposals for an interview/demonstration. The purpose of the interview/demonstration is clarification and verification of the written proposal. The Selection Committee may re-rank the proposal after the interview/demonstration. A recommendation will then be presented to the proper signing authority for consideration and approval. Ranking of the proposals will be based on the following criteria and weights:

35 points	**Proposed Pricing/Costs/Fees.** Refer to Section VII for pricing requirements. Propose how striping, pavement messages, and message removals will be paid for using a unit price basis. Hourly fees and all services are inclusive of any and all fees; and any and all costs the Proposer may incur, including any costs for travel time, lodging, mobilization, traffic control, meeting time, report preparation, printing, etc.
35 points	**Availability and Schedule.** Provide a brief history of the Proposer's past experience and the ability to complete projects on time. Describe how the Proposer will approach each project that is assigned from City staff. Give a full description of the methodology to be employed in responding and completing each project in a timely manner. Rather than stating commonly followed practices, focus on discussing details of how you, the proposer, will be able to meet the needs of the City in a timely manner. This section shall demonstrate the Proposer's ability to provide desired services within time frames specified and at specified levels as described in the scope of work.
20 points	**Relevant Experience.** Provide detailed relevant experience for projects of similar scope and comparable size and complexity which shall include the following: name of client, contact person and current phone number, brief description of project, date, total contract amount, and any other pertinent information regarding the experience. City may contact any or all of your clients for a reference.
10 points	**Project Understanding and Scope.** Describe your understanding of the scope as it is presented in the RFP document. Rather than stating commonly followed practices, focus on discussing issues and ideas/solutions to overcome issues found in the field.

Attachment: RFP-American Fork City 3-year Striping 2024-03-21 (Award of Construction Contract for Striping Services (ST2024005))

X. PROPOSAL SUBMISSION

By submitting a proposal to this RFP, Proposer understands and agrees to the following:

- RFP Cancellation: This RFP may be cancelled at any time prior to the execution of a written agreement if deemed in the best interests of the City. This includes cancellation of the RFP after an award has been made, but prior to the execution of a written contract. Proposer is not entitled to recover any costs related to the preparation of the proposal due to cancellation of the RFP or withdrawal of an award prior to the execution of a written agreement.

- Proposed Pricing/Cost/Fees: All prices, quotes, or proposals are intended to remain firm for the duration of this contract. At the City's discretion unit price increases may be considered due to increases in cost.

- Costs: Proposers bear all costs and expenses related to this RFP including, but not limited to, preparation and delivery of the proposal, attending the mandatory pre-proposal conference, and if required, attending interviews.

- Licensing: All applicable federal, state, and local licenses must be acquired before the contract is entered into between the City and the selected respondent. Licenses must be maintained throughout the entire contract period. Persons doing business as an Individual, Association, Partnership, Corporation, or otherwise shall be registered with the Utah State Division of Corporations and Commercial Code. NOTE: Forms and information on registration may be obtained by calling (801) 530-4849 or toll free at 877-526-3994, or by accessing: commerce.utah.gov.

- Changes or Modifications: Any changes or modification to the RFP will be made by written addendum. Proposers submitting a proposal based on any information other than that contained in City's RFP and any addenda, do so at their own risk.

- Modifying or Withdrawing Proposals: Proposer may modify or withdraw their proposals at any time prior to the closing time.

- Rejection of Proposals: Any proposal containing significant deviations from the specifications of the RFP shall be considered non-responsive and may be rejected in whole or in part.

- Protests: A protest regarding the RFP document shall be submitted in writing prior to the RFP closing date. All other protests shall be submitted in writing within five (5) business days after notification of the award has been sent. A protestor may file only one (1) protest after the RFP closing date. Protest letters shall specifically and completely state the facts that the protestor believes

Attachment: RFP-American Fork City 3-year Striping 2024-03-21 (Award of Construction Contract for Striping Services (ST2024005))

constitute error in the RFP document or the award.

- Free and Competitive Selection: Any agreement or collusion among prospective Proposers to fix a price or limit competition shall render the proposals void, and such conduct is unlawful and subject to criminal sanction. Proposer certifies that not anyone in its firm or company has either directly or indirectly restrained free and competitive selection, participated in any collusion, or otherwise taken any action unauthorized by City Purchasing Ordinances or applicable laws.

- Reasonable Accommodations: Reasonable accommodations for qualified disabled individuals may be provided upon receipt of a request with five working days' notice. Please contact Public Works Engineering Office, 275 East 200 North, American Fork, Utah 84003, 801-763-3050.

XI. WRITTEN AGREEMENT REQUIRED AND PROPOSER REQUIREMENTS

Proposers for this RFP must be willing to enter into an Agreement with American Fork City (see Attachment B for an example). Any, and all work awarded as part of this RFP will be awarded as part of this Agreement.

Proposer Qualifications: Proposer must provide evidence that they are a licensed, bonded, and insured contractor in the State of Utah. Bidder must have proof of Worker's Compensation Insurance with Utah statutory limits and carry Commercial General Liability Insurance with a combined single limit of $1,000,000 each occurrence for bodily injury and property damage. Upon award of the contract resulting from this Proposal, the successful party must submit a Performance Bond in the amount of 100 percent of the contract price, with a corporate surety approved by the U.S. Department of the Treasury (Circular 570, latest edition).

XII. NOTICE TO PROPOSERS

a. GOVERNMENT RECORDS ACCESS AND MANAGEMENT ACT (GRAMA)

American Fork City is a governmental entity subject to the Utah Government Records Access and Management Act ("GRAMA"), Utah Code Ann. §§ 63G-2-101 to 901. As a result, American Fork is required to disclose certain information and materials to the public, upon request. Generally, any document submitted to American Fork is considered a "public record" under GRAMA. Any person who provides to American Fork a record that the person believes shall be protected under subsection 63G-2-305(1) or (2) shall provide both: (1) a written claim of business confidentiality and (2) a concise statement of reasons supporting the claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. **ALL DOCUMENTS SUBMITTED IN RESPONSE TO THIS RFP WILL BE TREATED AS PUBLIC RECORDS IN ACCORDANCE WITH GRAMA, UNLESS A CLAIM OF BUSINESS CONFIDENTIALITY HAS BEEN PROPERLY MADE AND APPROVED BY AMERICAN FORK CITY. ALL PROPOSED COSTS/PRICING/FEES**

Attachment: RFP-American Fork City 3-year Striping 2024-03-21 (Award of Construction Contract for Striping Services (ST2024005))

SUBMITTED TO THE CITY OF AMERICAN FORK SHALL BE CONSIDERED PUBLIC RECORDS.

b. EMPLOYEE STATUS VERIFICATION SYSTEM

Proposer agrees to provide the signed E-Verify Certification (Attachment C) and shall register and participate in the Status Verification System before entering into a contract with American Fork City as required by Utah Code Ann. § 63G-12-302. The Status Verification System is an electronic system operated by the federal government, through which an authorized official of a state agency or a political subdivision of the state may inquire by exercise of authority delegated pursuant to 8 U.S.C. § 1373 to verify the citizenship or immigration status of an individual within the jurisdiction of the agency or political subdivision. Proposer is individually responsible for verifying the employment status of only new employees who work under Proposer's supervision or direction and not those who work for another Proposer or subcontractor, except each Proposer or subcontractor who works under or for another Proposer shall certify to the main Proposer by affidavit (Attachment C) that the Proposer or subcontractor has verified, through the Status Verification System, the employment status of each new employee of the respective Proposer or subcontractor. The Proposer shall comply in all respects with the provisions of Utah Code Ann. § 63G-12-302. Proposer's failure to so comply may result in the immediate termination of its contract with American Fork City.

c. ETHICAL STANDARDS

Proposer represents that it has not: (a) provided an illegal gift to any American Fork City officer or employee, or former American Fork City officer or employee, or to any relative or business entity of a American Fork City officer or employee, or relative or business entity of a former American Fork City officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or American Fork City Code of Ordinances § 2.07; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any American Fork City officer or employee or former American Fork City officer or employee to breach any of the ethical standards set forth in State statute or American Fork City ordinances.

Attachment: RFP-American Fork City 3-year Striping 2024-03-21 (Award of Construction Contract for Striping Services (ST2024005))

American Fork Public Works
275 East 200 North
American Fork, UT 84003
801-763-3050

Attachment A

American Fork City
Engineering Department
3-Year Striping and Pavement Messages Contract

THIS PAGE MUST BE COMPLETED, PROPERLY SIGNED, AND RETURNED FOR THIS PROPOSAL TO BE CONSIDERED COMPLETE.

CERTIFICATION

I, the undersigned, affirm that this proposal is made on behalf of the below-named individual/company, for whom I have legal authority to commit to the terms and conditions set forth in the RFP and this response, to which I/we agree to be bound if this proposal is found acceptable by American Fork City; and that this proposal is made without any collusion or coercion on the part of any person, firm, corporation, or other entity.

Company Name:		
Address:		
Representative:		
Title:		
Phone:	Fax:	
Email address:		
Insurer:	Policy #:	Coverage Amounts:

Signature of authorized representative:

_____

Date:_____

Attachment: RFP-American Fork City 3-year Striping 2024-03-21 (Award of Construction Contract for Striping Services (ST2024005))

Attachment B

CONTRACTOR'S AGREEMENT

PROJECT: 3-Year Striping and Pavement Messages Contract

(This 3-year contract will be to place striping and pavement messages within American Fork City over a 3-year period.)

CONTRACTOR'S AGREEMENT, made and entered into this ____ day of _____, 20__, by and between AMERICAN FORK CITY, hereinafter referred to as "CITY", and _____, incorporated in the State of _____ and authorized to do business in the State of Utah, hereinafter referred to as "Contractor", whose address is _____.

WITNESSETH:

WHEREAS, CITY intends to have Work performed throughout American Fork, UT; and

WHEREAS, Contractor agrees to perform the work as stated herein.

NOW, THEREFORE, CITY and Contractor for the consideration provided in this Contractor's Agreement and other contract documents, agree as follows:

ARTICLE 1. SCOPE OF WORK. The Work to be performed shall be in accordance with the Contract Documents prepared by American Fork City and entitled "3-Year Striping and Pavement Messages Contract"

The Contractor Agrees to furnish labor, materials, and equipment to complete the Work as required in the Contract Documents which are hereby incorporated by reference. It is understood and agreed by the parties hereto that all Work shall be performed as required in the Contract Documents and shall be subject to inspection and approval of CITY or its authorized representative. The relationship of the Contractor to the CITY hereunder is that of an independent Contractor.

ARTICLE 2. PAYMENT. Contractor shall submit an invoice at the end of each project or once per month if multiple projects are completed in one month and after the City has inspected and approved work performed. Except as provided herein, all invoices must be itemized according to the unit prices of the bid. Any invoice that cannot be verified by the contract unit price and/or is otherwise

Attachment: RFP-American Fork City 3-year Striping 2024-03-21 (Award of Construction Contract for Striping Services (ST2024005))

incorrect, will be returned to the Contractor for correction before it is paid. City will pay for all work performed by the Contractor and approved by the City within 30 days from receipt of correct invoice. Minimum amount of guarantee under this contract is $0.00. Maximum dollar amount of projects is $170,000.00 per year, unless otherwise approved by the City's Director of Public Works. Unit prices may be amended by written agreement of the parties.

ARTICLE 3. TIME OF COMPLETION AND DELAY REMEDY. Contractor further agrees to pay as liquidated damages, the sum of $100.00 for each day after the required completion date per work order.

The provision for liquidated damages is: (a) to compensate the City for delay only; (b) is provided for herein because actual damages cannot be readily ascertained at the time of execution of this Contractor's Agreement; (c) is not a penalty; and (d) shall not prevent the CITY from maintaining Claims for other non-delay damages, such as costs to complete or remedy defective Work.

No action shall be maintained by the Contractor, including its or Subcontractor or suppliers at any tier, against the CITY for damages or other claims due to losses attributable to hindrances or delays from any cause whatsoever, including acts and omissions of the CITY or its officers, employees or agents, except as expressly provided in the General Conditions. The Contractor may receive a written extension of time, signed by the CITY, in which to complete the Work under this Contractor's Agreement.

ARTICLE 4. ADDITIONAL WORK. It is understood and agreed by the parties hereto that no money will be paid to the Contractor for additional labor or materials furnished unless a CHANGE ORDER has been for such additional labor or materials has been approved in writing and executed. The CITY specifically reserves the right to modify or amend this Contractor's Agreement and the total sum due hereunder either by enlarging or restricting the scope of the Work.

ARTICLE 5. INSPECTIONS. The Work shall be inspected for acceptance in accordance with the General Conditions.

ARTICLE 6. OTHER MATTERS.

(a). Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

(b). Amendment. This Agreement shall be amended only in writing signed by the City.

(c). Entire Agreement. City agrees that this Agreement states the entire agreement between the parties and that no promises, representations or

Attachment: RFP-American Fork City 3-year Striping 2024-03-21 (Award of Construction Contract for Striping Services (ST2024005))

agreements other than those herein contained have been made or relied upon.

(d). No Waiver. No waiver hereunder shall be binding unless executed in writing by the party making the waiver.

(e). Attorneys' Fees. If any action is brought by either party on account of any breach of or to enforce or interpret any of the provisions of this Agreement, or if either party incurs attorneys' fees on account of any breach of any of the provisions of this Agreement, the party prevailing or successfully enforcing its rights hereunder shall be entitled to recover from the other party all costs and expenses, including attorneys' fees, reasonably incurred in connection therewith.

Attachment: RFP-American Fork City 3-year Striping 2024-03-21 (Award of Construction Contract for Striping Services (ST2024005))

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first above written.

CITY:

AMERICAN FORK CITY,

_____

Brad Frost, Mayor

ATTEST:

_____

__

Terilyn Lurker, City Recorder

CONTRACTOR:

Company Name: _____

By: _____

Name: _____

Title: _____

ATTEST:

_____

Name:

_____

Title: _____

Attachment: RFP-American Fork City 3-year Striping 2024-03-21 (Award of Construction Contract for Striping Services (ST2024005))

This page will be required at time of contract with selected party. Submittal is not required at time of proposal.

Attachment C

American Fork Public Works
275 East 200 North
American Fork, UT 84003
801-763-3050

American Fork City
Engineering Division

3-Year Striping and Pavement Messages Contract

E-VERIFY CERTIFICATION

WHEREAS, the undersigned proposes to provide services under a contract for American Fork City and the Citizens of American Fork City, County of Utah.

NOW THEREFOR, this _____ day of _____, 20___, the undersigned firm verifies its compliance with Utah Code Ann. § G63-11-103 and 13-47-201, stating affirmatively that the individual, firm, or corporation which is contracting with American Fork City has registered with and is participating in a federal work authorization program in accordance with the applicable provisions and deadlines established in Utah Code Ann. § G63-11-103 and 13-47-201.

The undersigned contractor/firm further agrees that should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with American Fork City, of which this certification is a part, the undersigned contractor/firm will secure from such subcontractor(s) similar verification of compliance with Utah Code Ann. G63-11-103 and 13-47-201. The undersigned contractor further agrees to maintain records of such compliance and provide a copy of each such verification to American Fork City at the time the subcontractor(s) is retained to perform such services

E-Verify Number_____

_____
Proposer
(Name of sole ownership, corporation or partnership)

{AFFIX CORPORATE SEAL HERE}

_____
(Signature of Authorized Representative)

_____
Title

Attachment: RFP-American Fork City 3-year Striping 2024-03-21 (Award of Construction Contract for Striping Services (ST2024005))

Attachment D

Minimum Required Bid Items

American Fork Public Works
275 East 200 North
American Fork, UT 84003
801-763-3050

For a responsive bid, write in unit price for each item.

Road Striping and Legend Work

The Owner reserves the right to reject and/or accept all bids. Bidder agrees to perform all of the work described below for the following unit prices. Figures are to be typewritten or clearly legibly printed in ink. In case of discrepancy between unit price and total amount shown, the unit price shall govern.

Project #1 City Streets/School Zones

Item	Description	Quantity	$/Unit	Total
1	4" Line	1990 gallons*	$	$
2	8" Line	220 gallons*	$	$
3	12" White Line	17,500 LF*	$	$
4	School Crosswalks 2ft x 10ft Stencil	510 each	$	$
5	School legend ("SCHOOL")	72 each	$	$
6	Stop ahead legend ("STOP AHEAD")	1 each	$	$
7	Railroad crossing legend	38 each	$	$
8	Speed hump striping	5 each	$	$
9	Left arrow	83 each	$	$
10	Right arrow	5 each	$	$
11	Straight / left arrow legend	2 each	$	$
12	Straight / right arrow legend	1 each	$	$
13	Straight arrow legend	7 each	$	$
14	Round about arrows	6 each	$	$
15	Bike lane legend ("BIKE LANE")	17 each	$	$
16	Bike Lane Symbol	50 each	$	$
17	Buffered bike lane chevron	3,300 LF	$	$
18	Remove pavement messages striping with sand or water blasting	5,000 SF	$	$
19	City parking legend ("CITY PARKING ONLY")	7 each	$	$
20	Parking stall (4" line)	Each	$	$
21	Accessibility parking symbol	Each	$	$
22	Small scale mobilization cost for pavement striping work orders under Line Items #1-2	Each	$	$
23	Small scale mobilization cost for pavement message work orders under Line Items #3-17	Each	$	$
24	Small scale mobilization cost for parking lot striping under Line Items #19-21	Each	$	$
25	Small scale mobilization cost for pavement message and striping removal under Line Item #18	Each	$	$

* This is an approximate figure. The actual amount may be increased/decreased at the discretion of American Fork City. The unit price shall remain the same regardless of any change.

The above prices shall include all labor, materials, tools, equipment, testing, overhead profit, insurance, sales tax, other applicable taxes and fees, etc., to cover the finished work of the several kinds called for.

Respectfully Submitted:

ATTEST:

_____

By: _____

Its: _____

_____

Utah License No.

Date: _____

Attachment: RFP-American Fork City 3-year Striping 2024-03-21 (Award of Construction Contract for Striping Services (ST2024005))

NOTICE OF AWARD

To:

PROJECT Description: American Fork City – 3-Year Striping and Pavement Messages Contract.

The OWNER has considered the Proposal submitted by you for the above-described WORK in response to its RFP dated 3/20/2024.

You are hereby notified that your Bid Proposal has been accepted for the intent of this contract is to have _____ install striping and pavement messages as found necessary by our streets or engineering departments. The estimated annual cost of this contract is not intended to have a specified amount. The amount paid on this contract will change each year based on the identified needs for striping on the existing pavements and the capital streets, facilities, or utility projects that are awarded during a given year. It is intended that the funds to pay for this work will be out of our Class C road maintenance funds or out of the specific project funds that have been previously approved by City Council.

You are required by the Request for Proposals to execute the Agreement and furnish the required CONTRACTOR'S Performance Bond, and Certificates of Insurance within ten (10) calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the OWNER.

Dated this_____ day of_ _____ 20__.

American Fork City
Owner

By _____
Brad Frost, Mayor

ACCEPTANCE OF NOTICE
Receipt of the above NOTICE OF AWARD is hereby acknowledged

By_____

this the_____ day of _____, 20__.

Attest: _____
Terilyn Lurker, City Recorder

By_____

Title_____

PERFORMANCE BOND

Attachment: RFP-American Fork City 3-year Striping 2024-03-21 (Award of Construction Contract for Striping Services (ST2024005))

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____, hereinafter called
(Corporation, Partnership, or Individual)
Principal, and

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

_____
(Name of Owner)

_____
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____ Dollars ($_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

_____

NOW, THEREFORE if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of UTAH CODE ANNOTATED SECTION 63G-6-505, as amended, and all liabilities on this bond shall be determined in accordance with said provisions to the extent as if it was copied at length herein.

PROVIDED FURTHER, that the said Surety for value received hereby stipulates and agrees that no change,

Attachment: RFP-American Fork City 3-year Striping 2024-03-21 (Award of Construction Contract for Striping Services (ST2024005))

extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or in the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the SPECIFICATIONS.

PROVIDED FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20____.

ATTEST:

_____
Principal

_____ By _____
Principal Secretary

_____
Address

(Seal)

_____
Witness as to Principal

_____ _____
Address
Surety

ATTEST:

_____ By _____
Witness as to Surety
Attorney in Fact

_____ _____
Address
Address

_____ _____

Note: Date of BOND must not be prior to date of Contract If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

Attachment: RFP-American Fork City 3-year Striping 2024-03-21 (Award of Construction Contract for Striping Services (ST2024005))

CONTRACT CHANGE ORDER

Date: _____

Project: American Fork City – 3-Year Striping and Pavement Messages Contract
Location: American Fork City
Change Order No.:

To:

You are hereby requested to comply with the following changes from the contract plans and specifications:

Item No.	Description of Changes, Quantities, Units, Unit Prices, Change in Completion Schedule, etc.	Decrease In Contract Price	Increase In Contract Price
	Total Decrease		
	Total Increase		
	Net (increase) (decrease)		

Original contract price: _____
Contract price prior to this change order: _____

The sum of $_____ is hereby added to (deducted from), the total contract price and the total adjusted contract price to date thereby is $_____.

The time provided for completion in the contract is unchanged, increased (decreased) by _____ calendar days so that the adjusted substantial completion date is _____.

This Document shall become an amendment to the contract & all provisions of the contract will apply hereto.

Accepted by:

_____
Contractor Date

Recommended by:

_____
Project Engineer Date

Approved by:

_____
Owner Date

Attachment: RFP-American Fork City 3-year Striping 2024-03-21 (Award of Construction Contract for Striping Services (ST2024005))

SECTION 32 17 00

Pavement Markings

Special Provision

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Section includes pavement marking and message paint.

1.02 REFERENCES

A. AASHTO M247: Standard Specification for Glass Beads used in traffic paint.
B. AASHTO M248: Standard Specification for Ready-Mixed white and yellow traffic paint.
C. ANSI D6.I: Utah Manual on Uniform Traffic Control Devices for Streets and Highways.
D. Federal Test Method Standard No. 141: Paint, Varnish, Lacquer and related materials, methods of inspection, sampling, and testing.

1.03 SUBMITTALS

A. Manufacturer's affidavit certifying paint products meet or exceed material requirements of this section.
B. Daily Reports: Include surface preparation, ambient conditions, application methods, material applied, material quantities, material batch number, and description of items completed. Notify the City inspector when tank measurements or meter reading will be taken so that the city can witness the before and after volume measurements.

1.04 QUALITY ASSURANCE

A. Installation equipment shall be acceptable to the manufacturer.
B. The Applicator shall establish quality control procedures and practices to monitor phases of surface preparation, storage, mixing, application, and inspection throughout the duration of the project.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Follow Manufacturer recommendations.

1.06 ENVIRONMENTAL REQUIREMENTS

A. Apply pavement paintings and markings only when pavement surface is dry and air temperature is between 50-105 Degrees Fahrenheit, and during daylight hours, unless approved by City.
B. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
C. Do not apply paints and markings when rain is anticipated within 12 hours.

Attachment: RFP-American Fork City 3-year Striping 2024-03-21 (Award of Construction Contract for Striping Services (ST2024005))

1.07 WARRANTY

A. Contractor will Warranty the paint and the installation for 1 year after it is applied. This warranty will cover any chipping, fading, color, reflectivity, or other similar defects not caused by elements beyond the contractor's control.

PART 2 PRODUCTS

2.01 Acrylic Water Borne Traffic Marking Paint

A. Fast drying waterborne ready-mixed white or yellow.

B. Paint type shall be VOC Compliant Solvent Based pavement marking paint meeting Federal Specification TT-P-1952F Type II for Low Volatile Organic Compounds (VOC)

2.02 Glass Beads

A. Type 1, in accordance with AASHTO M247.

2.03 Pavement Stripe Marking Equipment

A. Apply pavement markings only with equipment manufactured specifically for that purpose and only by workers experienced in operating such equipment.

B. Locate glass bead applicator directly behind and synchronized with marking applicator. Shield devices properly to avoid application of marking or loss of beads outside designated area.

C. Use equipment capable of applying a stripe, or stripes of the desired width with a tolerance of plus or minus ¼". The machine shall be equipped with an automatic skip control giving a 10-foot long marked segment and a 30-foot wide gap within a linear tolerance of 6" over that cycle.

D. Use equipment that operates in the direction of the normal flow of traffic. In areas of "no passing zones", use machine center-line marking.

E. Provide hand-operated equipment to mark for stop bars, crosswalks, and other areas not readily accessible to the pavement marking machine.

PART 3 EXECUTION

3.01 PREPARATION

A. Where deemed necessary by the Street Department, broom or flush the surface to remove dirt, dust, loose stones or other foreign material immediately prior to applying.

B. Prior to applying pavement markings, mark roadway between control points established by the Street Department. The Street Department will establish points on tangent at least every 100 feet and at 25-foot long intervals on curves. Maintain the line within 1" of the established control points. Engineer may also designate other pavement striping locations such as stop bars, crosswalks, zebra striping, etc.

3.02 ACRYLIC WATERBORNE PAINT STRIPING

A. Adjust pavement striping machine to apply paint at the following rates per gallon:

4" solid stripe - at least 310 but not more than 340 LF
4" dashed stripe - at least 1200 but not more than 1320 LF
8" solid stripe - at least 160 but not more than 175 LF

B. Glass Bead Application Rate: 5.9 to 6.1 pounds per gallon of paint or as recommended by manufacture.

Attachment: RFP-American Fork City 3-year Striping 2024-03-21 (Award of Construction Contract for Striping Services (ST2024005))

C. Protect the markings until dry by placing approved guarding or warning devices wherever necessary. Remove any markings not authorized or smeared or otherwise damaged or correct as approved by the Street Department.

3.03 **WORDS AND OTHER MARKINGS**

A. Remove existing pavement messages with water blasting or sand blasting when the existing pavement messages are conflicting with the new message pr when required by the streets department.

B. Apply word markings, letters, numerals and symbols with indicator stencils and templates. In the absence of such information all stencils and templates shall be identical to those currently used by owner.

3.04 FIELD QUALITY CONTROL

A. Material Sampling: Owner may, at any time and any number of times during application, require material samples for testing for compliance with requirements.

1. Owner will engage an independent testing agency to take samples of materials being used. Material samples will be taken, identified, sealed, and certified in presence of Contractor.
2. Testing agency will test samples for compliance with requirements, using applicable referenced testing procedures or, if not referenced, using testing procedures listed in manufacturer's product data.
3. If test results show applied materials do not comply with specified requirements, pay for testing, remove noncomplying materials, prepare surfaces coated with unacceptable materials, and reapply flooring materials to comply with requirements.

B. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test coatings for dry film thickness.

1. Contractor shall touch up and restore coated surfaces damaged by testing.
2. If test results show that dry film thickness of applied coating does not comply with coating manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with coating manufacturer's written recommendations.

END OF SECTION

Attachment: RFP-American Fork City 3-year Striping 2024-03-21 (Award of Construction Contract for Striping Services (ST2024005))

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
MAY 14, 2024

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

AGENDA ITEM Review and action on an ordinance approving a code text amendment, known as Minimum Level of Improvements Required Prior To Issuance of Building Permits, of the American Fork City Municipal Code. Amending Section 17.5.126 (D), the Code Text Amendment plans to give the city engineer discretion into providing information regarding curb grading for residential lots.

SUMMARY RECOMMENDATION Staff recommends approval of the amendment to Section 17.5.126 (D), known as Minimum Level of Improvements Required Prior To Issuance of Building Permits. This item was recommended for approval at the 04.17.2024 Planning Commission meeting.

BACKGROUND The Staff has initiated a Code Text Amendment to amend Section 17.5.126 (D). The Code Text Amendment plans to give the city engineer discretion into providing information regarding curb grading for residential lots.

BUDGET IMPACT N/A

SUGGESTED MOTION I move to adopt the ordinance amending Section 17.5.126 (D) of the American Fork City Code known as Minimum Level of Improvements Required Prior To Issuance of Building Permits.

SUPPORTING DOCUMENTS

17.5.126 Code Text Amendment Redlines (DOCX)
17.5.126 Code Text Amendment Updated Version (DOCX)
17.5.126 (D) Ordinance (DOCX)

Code Text Amendment Redlines

Sec 17.5.126 Minimum Level Of Improvements Required Prior To Issuance Of Building Permit

A. Minimum level of improvements policy—Definition. It is hereby declared city policy that each lot or parcel which is or is proposed to be occupied as a dwelling, commercial or industrial project shall be served by a full level of urban improvements (full lot improvements). Said full lot improvements shall consist of and include those improvement required pursuant to Sections 17.8.401 (paved street), 17.8.412 (sewer), 17.8.403 (culinary and PI water), 17.8.304 (curb, gutter and sidewalk), 17.8.411 (piping of irrigation ditches), 17.8.112.C. (storm water drainage facilities), and conveyance of right-of-way area to accommodate placement of improvements where applicable.

B. For undeveloped parcel. No building permit shall be issued for the construction of a new dwelling or commercial or industrial use or structure which is to be located on an unimproved or partially unimproved lot or parcel unless said lot or parcel shall be: (1) fully improved as defined under paragraph A., or (2) eventual construction of any absent lot improvements is secured through the posting of a performance guarantee as provided for under Chapter 17.9 of this code.

C. For major improvement on existing developed parcels. No building permit shall be issued for the construction of a major expansion of an existing dwelling or commercial or industrial use or structure which is located on an unimproved or partially unimproved lot or parcel unless said lot or parcel shall be: (1) served by full lot improvements as defined under paragraph A., or (2) eventual construction of any absent improvements is secured through the posting of a performance guarantee as provided for under Chapter 17.9 of this code. For purposes of application of this provision, a major expansion shall be deemed to include one or more of the following:
    1. The addition of a additional story to the existing structure which increases the habitable area of the structure in an amount greater than twenty-five percent of the main floor area. Provided, that this provision shall not be applicable in the instance of an interior finish permit for a pre-existing residential basement.
    2. The construction of improvements to the existing primary structure and /or addition or improvement of accessory buildings wherein the estimated cost of the proposed improvements is more than five times the estimated cost of the required full lot improvements required under paragraph A.
    3. The proposed activity on site constitutes a change in use or is sufficient in scope to require submission and approval of a site plan by the planning commission.

D. ~~City to provide elevations and grades, where required. Where the terms of this section require the construction of lot improvements which require grades and elevations, the city engineer shall approve such grades and elevations based upon a~~

Attachment: 17.5.126 Code Text Amendment Redlines (Section 17.5.126 (D) CTA_Minimum Level of Improvements Required Prior To Issuance

~~properly prepared and submitted plan and profile and/or utility drawings prior to commencement of any construction~~. The city engineer may, at ~~his~~ their discretion, provide curb grading ~~designs~~ information for residential lots required to add curb under the terms of this section.

(Ord. No. 2009-01-02, 1-13-2009; Ord. No. 2010-08-19, § 1, 8-10-2010)

Attachment: 17.5.126 Code Text Amendment Redlines (Section 17.5.126 (D) CTA_Minimum Level of Improvements Required Prior To Issuance

Code Text Amendment – Updated Version

Sec 17.5.126 Minimum Level Of Improvements Required Prior To Issuance Of Building Permit

A. Minimum level of improvements policy—Definition. It is hereby declared city policy that each lot or parcel which is or is proposed to be occupied as a dwelling, commercial or industrial project shall be served by a full level of urban improvements (full lot improvements). Said full lot improvements shall consist of and include those improvement required pursuant to Sections 17.8.401 (paved street), 17.8.412 (sewer), 17.8.403 (culinary and PI water), 17.8.304 (curb, gutter and sidewalk), 17.8.411 (piping of irrigation ditches), 17.8.112.C. (storm water drainage facilities), and conveyance of right-of-way area to accommodate placement of improvements where applicable.

B. For undeveloped parcel. No building permit shall be issued for the construction of a new dwelling or commercial or industrial use or structure which is to be located on an unimproved or partially unimproved lot or parcel unless said lot or parcel shall be: (1) fully improved as defined under paragraph A., or (2) eventual construction of any absent lot improvements is secured through the posting of a performance guarantee as provided for under Chapter 17.9 of this code.

C. For major improvement on existing developed parcels. No building permit shall be issued for the construction of a major expansion of an existing dwelling or commercial or industrial use or structure which is located on an unimproved or partially unimproved lot or parcel unless said lot or parcel shall be: (1) served by full lot improvements as defined under paragraph A., or (2) eventual construction of any absent improvements is secured through the posting of a performance guarantee as provided for under Chapter 17.9 of this code. For purposes of application of this provision, a major expansion shall be deemed to include one or more of the following:
    1. The addition of a additional story to the existing structure which increases the habitable area of the structure in an amount greater than twenty-five percent of the main floor area. Provided, that this provision shall not be applicable in the instance of an interior finish permit for a pre-existing residential basement.
    2. The construction of improvements to the existing primary structure and /or addition or improvement of accessory buildings wherein the estimated cost of the proposed improvements is more than five times the estimated cost of the required full lot improvements required under paragraph A.
    3. The proposed activity on site constitutes a change in use or is sufficient in scope to require submission and approval of a site plan by the planning commission.

D. The city engineer may, at their discretion, provide curb grading information for residential lots required to add curb under the terms of this section.

Attachment: 17.5.126 Code Text Amendment Updated Version (Section 17.5.126 (D) CTA_Minimum Level of Improvements Required Prior To

(Ord. No. 2009-01-02, 1-13-2009; Ord. No. 2010-08-19, § 1, 8-10-2010)

Attachment: 17.5.126 Code Text Amendment Updated Version (Section 17.5.126 (D) CTA_Minimum Level of Improvements Required Prior To

Attachment: 17.5.126 (D) Ordinance (Section 17.5.126 (D) CTA_Minimum Level of Improvements Required Prior To Issuance of Building Permit)

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 17.5.126 (D) OF THE AMERICAN FORK CITY, UTAH, MUNICIPAL CODE RELATING TO THE MINIMUM LEVEL OF IMPROVEMENTS REQUIRED PRIOR TO THE ISSUANCE OF BUILDING PERMITS

WHEREAS, American Fork 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, City Council desires to amend the requirements for design standards and landscaping;

WHEREAS, American Fork City finds it is in the best interest of the citizens of American Fork to make these amendments.

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

PART I
TEXT OF ORDINANCE

SECTION 1.

Sec 17.5.126 Minimum Level Of Improvements Required Prior To Issuance Of Building Permit

A. Minimum level of improvements policy—Definition. It is hereby declared city policy that each lot or parcel which is or is proposed to be occupied as a dwelling, commercial or industrial project shall be served by a full level of urban improvements (full lot improvements). Said full lot improvements shall consist of and include those improvement required pursuant to Sections 17.8.401 (paved street), 17.8.412 (sewer), 17.8.403 (culinary and PI water), 17.8.304 (curb, gutter and sidewalk), 17.8.411 (piping of irrigation ditches), 17.8.112.C. (storm water drainage facilities), and conveyance of right-of-way area to accommodate placement of improvements where applicable.

B. For undeveloped parcel. No building permit shall be issued for the construction of a new dwelling or commercial or industrial use or structure which is to be located on an unimproved or partially unimproved lot or parcel unless said lot or parcel shall be: (1) fully improved as defined under paragraph A., or (2) eventual construction of any absent lot improvements is secured through the posting of a performance guarantee as provided for under Chapter 17.9 of this code.

C. For major improvement on existing developed parcels. No building permit shall be issued for the construction of a major expansion of an existing dwelling or commercial or industrial use or structure which is located on an unimproved or partially unimproved lot or parcel unless said lot or parcel shall be: (1) served by full lot improvements as defined under paragraph A., or (2) eventual construction of any absent improvements is secured through the posting of a performance guarantee as provided for under Chapter 17.9 of this code. For purposes of application of this

provision, a major expansion shall be deemed to include one or more of the following:

1. The addition of a additional story to the existing structure which increases the habitable area of the structure in an amount greater than twenty-five percent of the main floor area. Provided, that this provision shall not be applicable in the instance of an interior finish permit for a pre-existing residential basement.
2. The construction of improvements to the existing primary structure and /or addition or improvement of accessory buildings wherein the estimated cost of the proposed improvements is more than five times the estimated cost of the required full lot improvements required under paragraph A.
3. The proposed activity on site constitutes a change in use or is sufficient in scope to require submission and approval of a site plan by the planning commission.

D. The city engineer may, at their discretion, provide curb grading information for residential lots required to add curb under the terms of this section.

(Ord. No. 2009-01-02, 1-13-2009; Ord. No. 2010-08-19, § 1, 8-10-2010)

PART II
PROVISIONS AND ADOPTION

SECTION 1. Severability
The sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable. If any such section, paragraph, sentence, clause, or phrase shall be declared invalid or unconstitutional by the valid judgment or decree of a Court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of constitutionality of any of the remaining sections, paragraphs, sentences, clauses or phrases of this Ordinance.

SECTION 2. Amendments to be added to the City Code.
The City Council hereby directs that the provisions enacted by this ordinance shall be made and placed in the City Code.

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF AMERICAN FORK, STATE OF UTAH, ON THIS _____ DAY OF _____, 2023.

_____
Bradley J. Frost, Mayor

ATTEST:

_____
Terilyn Lurker, City Recorder

Attachment: 17.5.126 (D) Ordinance (Section 17.5.126 (D) CTA_Minimum Level of Improvements Required Prior To Issuance of Building Permit)

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
MAY 14, 2024

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

AGENDA ITEM Review and action on a resolution approving the inter-local cooperative agreement with Mountainland Association of Governments (MAG) for funding the American Fork 200 South 100 East Intersection.

SUMMARY RECOMMENDATION Staff recommends approval of the agreement with MAG for funding the American Fork 200 South 100 East Intersection.

BACKGROUND American Fork City has obtained MAG funding for construction of the American Fork 200 South 100 East Intersection project since this is a regional priority. The attached agreement finalizes the funding agreement with MAG for the project.

BUDGET IMPACT This agreement finalizes the project funding agreement between Utah County (MAG) and American Fork City. Mountainland Metropolitan Planning Organization ("MPO") Regional Planning Committee determined that the Approved Project should receive a portion of the revenues of the 3rd Quarter Tax not to exceed $1,636,250 beginning in 2023.

American Fork is required to pay a match or portion of the Total Project Cost for road impact fees. This amount is 6.77% of the Total Project Cost which equals a total of $110,774.13.

The remaining grant to be awarded by MAG will equal the total of $1,525,475.87.

SUGGESTED MOTION Mr. Mayor, I move to adopt the resolution approving the inter-local cooperative agreement with MAG for funding the American Fork 200 South 100 East Intersection as presented and authorize the City to sign the attached agreement.

SUPPORTING DOCUMENTS

American Fork 200 South 100 East Intersection Project May 2024 (DOCX)
05.14.24 - Interlocal Agreement with Utah County - 200 South 100 East (DOCX)

Agreement No. 2024-

INTER-LOCAL COOPERATION AGREEMENT
between
UTAH COUNTY and
AMERICAN FORK CITY

For A Project Known As

American Fork 200 South 100 East Intersection

THIS AGREEMENT, made and entered into this 15 day of May 2024, by and between **UTAH COUNTY (Program Manager)**, a political subdivisionof the State of Utah, with principal offices located at 100 East Center ST, Suite 2300, Provo, Utah 84606 and **AMERICAN FORK CITY (Project Sponsor)**, a political subdivision of the State of Utah, with principal offices located at 51 East Main Street, American Fork, Utah 84003.

RECITALS:

WHEREAS, the Utah Interlocal Co-operation Act, Title 11, Chapter 13, Utah Code Annotated (1953), as amended, permits local governmental units including cities, counties, inter-local agencies and political subdivisions of the State of Utah to make the most efficient use of their powers by enabling them to cooperate with other public entities on the basis of mutual advantage and to exercise joint cooperative action for the benefit of their respective citizens; and

WHEREAS, pursuant to Utah Code Ann. § 59-12-1903 (2008) (now Utah Code Ann. § 59-12-2218), the County adopted Ordinance No. 2008-26 to enact a sales and use tax ("3rd Quarter Tax") of 0.25% upon certain transactions described therein; and

WHEREAS, the Program Manager and the Project Sponsor desire to facilitate the construction of a trail project known as **American Fork 200 South 100 East Intersection** (**Approved Project**) which consists of the reconstruction and improvement of the 200 South 100 East intersection; and

WHEREAS, the Mountainland Metropolitan Planning Organization ("MPO") Regional Planning Committee determined that the Approved Project should receive a portion of the revenues

Attachment: American Fork 200 South 100 East Intersection Project May 2024 (American Fork 200 South 100 East Intersection)

of the 3rd Quarter Tax not to exceed $1,636,250 beginning in 2023; and

WHEREAS, the Program Manager and the Project Sponsor held duly noticed public meetings wherein this Agreement was considered and an Authorizing Resolution was presented for approval by the respective legislative bodies.

NOW THEREFORE, in consideration of the covenants and agreements contained herein and other valuable consideration, the sufficiency of which is hereby acknowledged, the Program Manager and the Project Sponsor hereby agree as follows:

Section 1. PURPOSES.

This Agreement has been established and entered into between the Program Manager and the Project Sponsor for the purpose of outlining the respective rights and responsibilities of the Program Manager and the Project Sponsor in the construction of the Approved Project.

Section 2. ADMINISTRATION OF AGREEMENT.

The parties hereto agree that, pursuant to Section 11-13-207, Utah Code Annotated, 1953 as amended, the Utah County Public Works Director shall act as the administrator responsible for the administration of this Agreement. The parties further agree that this Agreement does not anticipate nor provide for any organizational changes in the parties. The administrator agrees to keep all books and records in such form and manner as the Utah County Auditor shall specify and further agrees that said books shall be open for examination by the parties hereto at all reasonable times.

Section 3. MULTIPLE JURISDICTIONS.

If a project is within multiple jurisdictions and/or agencies, one jurisdiction or agency will enter in to this interlocal agreement and interface with the Program Manager as the Project Sponsor. Multiple jurisdictions and/or agencies interactions will be outlined within a separate interlocal agreement between said jurisdictions and/or agencies. This Agreement shall be referenced in such an additional interlocal agreement as an Exhibit.

Section 4. EFFECTIVE DATE; DURATION.

This Agreement shall become effective and shall enter into force within the meaning of the Interlocal Cooperation Act, upon the submission of this Agreement to, and the approval and

Attachment: American Fork 200 South 100 East Intersection Project May 2024 (American Fork 200 South 100 East Intersection)

execution hereof by the governing bodies of the Program Manager and the Project Sponsor. The term of this Agreement shall be from the date of execution hereof until the terms and obligations identified herein are completed, but in no event, longer than 3 years from the execution date.

Section 5. NO SEPARATE LEGAL ENTITY.

The Program Manager and the Project Sponsor do not contemplate nor intend to establish a separate legal or administrative entity under the terms of this Agreement.

Section 6. TERMS.

1) **Project Scope –** Reconstruction and improvements of the 200 South 100 East intersection.

2) **Project Initiation** - The Project Sponsor will designate a qualified project engineer from its staff or hire a project engineer from the Project Sponsor's consultant pool or the prequalified UDOT pool, who will be responsible for project delivery. The designated project engineer will be responsible for the completion of the project.

3) **Project Development** - The Project Sponsor and the designated project engineer, will design the Approved Project, acquire the necessary Right of Way ("ROW"), bid out and manage the construction of the Approved Project.

   a) **Design Standard -** The design and construction of the Approved Project will meet or exceed American Fork City standards.

   b) **Environmental Work -** The Project Sponsor will acquire the appropriate clearances and permits through the design process. The Project Sponsor can follow its own adopted environmental process or follow the Recommended Environmental Guidance / Mountainland & Utah County Programmed Projects document (including designating with the Program Manager the type of environmental work to be completed). The Project Sponser must also follow any National Environmental Policy Act (NEPA) requirements required (Endangered Species Act, Clean Water Act, etc.).

   c) **Design Work -** The Project Sponsor will involve the Program Manager at the following design milestones:

      (1) Kickoff Meeting,

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(2) 30% Scope and Schedule Review,

(3) 60% On Site Plan Review, and

(4) 90% Plans, Specifications and Estimate.

d) **Final Design Approval** - Once project design is complete the Project Sponsor will review the final design with the Program Manager. Both parties shall agree that the project is ready for the construction phase prior to beginning the construction phase.

e) **ROW Acquisition** - The Project Sponsor will be responsible to acquire all necessary ROW adhering to state and local laws. The Project Sponsor can follow their own adopted ROW acquisition process or follow the Recommended Right of Way Acquisition Guidance / Mountainland & Utah County Programmed Projects guidance document.

f) **Procurement** - Advertising of the Approved Project will follow the Project Sponsors established procurement policies. All construction bids will include a 10% construction contingency. The Project Sponsor will provide a copy of the notice of award to the Program Manager.

4) **Project Signage/Contact Info** - It is recommended that the Project Sponsor install signage informing the public of the following:
   a) Project name.
   b) Project description.
   c) Start and completion dates (general).
   d) Contact name, phone number, website address, email.
   e) Use the sentence "This project funded with Mountainland Transportation Funding".
   f) List project sponsors and their logos (Project Sponsor, Mountainland, Utah County).
   g) Generally, one sign at each access point to the project shall be installed.
   h) Signs should be at least 4' x 6', or large enough for passing motorists to read.
   i) Signs should be installed prior to construction and stay in place through construction.

5) **Construction Process** - The Project Sponsor will manage the construction process.
   a) The Program Manager will be notified of any changes that affect the scope of the project or costs that exceed the construction contingency.

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6) **Project Completion -** Program Manager staff will be notified and allowed to attend the final inspection of the completed project.

7) **Project Hold -** The Program Manager has the authority to place a project on hold during the Project Development process or withhold reimbursement of invoices during the Construction Process if the Program Manager deems that the project is not within the Approved Project scope or budget. The Program Manager shall notify the Project Sponsor of the hold in writing and will work with the Project Sponsor to rectify the issues promptly. If the Project Sponsor and Program Manager cannot bring the Approved Project back into scope or if additional funding is needed above what the Program Manager or the Project Sponsor can provide, the issues will be brought to the Mountainland MPO committees for their review, recommendations, and approvals.

8) **Total Project Cost** - Both the Program Manager and Project Sponsor acknowledge that the Approved Project has been authorized by the Mountainland MPO Regional Planning Committee (Utah County Commission must also approve if county funds are used) to be funded at an amount not to exceed $1,636,250 (Total Project Cost) for the direct costs of the Approved Project.

a) **Matching Funds -** The Project Sponsor is required to pay a match or portion of the Total Project Cost. This amount is 6.77% of the Total Project Cost. The use of Project Sponsor equipment and/or Project Sponsor employee time for the project shall not be reimbursable, but can be claimed by the Project Sponsor as a soft match toward the required 6.77% matching funds required from the Project Sponsor. The Project Sponsor is required to pay the difference between the required match and the value of the soft match, if any.

b) **Multi-Year Funding** - Some projects require funding across multiple fiscal years. Reimbursement for Approved Project activities can only be made up to the available amount identified in a single fiscal year. Any balance from a prior year where available funds have not been expended for the Approved Project are then advanced to the next fiscal year and are added to the funds available that fiscal year. Fiscal years for County Transportation Sales Tax Funds begin on January 1st. The Approved Project has been approved for $1,636,250 in 2023.

c) **Reimbursement -** The Project Sponsor, if desiring reimbursement for the direct costs of the Approved Project, will provide the Program Manager with quarterly or bi-annual itemized invoices detailing actual costs for the ROW acquisition, design, utility

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relocation, construction, or other approved elements of the project. Appropriate backup materials shall also be supplied. The Program Manager agrees to reimburse the Project Sponsor within 30 days of receiving acceptable itemized invoices establishing the validity of the direct costs of the Approved Project. The maximum amount of reimbursement from the Program Manager to the Project Sponsor shall not exceed $1,525,476 (Total Project Cost less Matching Funds). Any costs which exceed $1,525,476 shall be the sole responsibility of the Project Sponsor. The Program Manager will review and approve monthly each itemized invoice and will reimburse the total invoice amount less the required matching funds.

d) **Cost Overruns -** The Program Manager maintains an account for cost overruns. The Project Sponsor may request additional funds above the approved Total Project Cost with supporting documentation demonstrating the need for additional funds. The Program Manager may approve up to 10% of the Total Project Cost up to a maximum of $500,000. The MPO Regional Planning Committee can approve higher amounts (Utah County Commission must also approve if county funds are used). The addition of these contingency funds would require a modification to this agreement. If no additional funds are awarded and the project still requires additional funds, the Project Sponsor will be responsible to fund the overrun.

e) **Surplus Funds -** Any surplus funds remaining after the completion of the Approved Project will be returned to the Mountainland or Utah County fund balance to be reallocated to other projects selected through the MPO project selection process. Note that Mountainland and Utah County select and fund projects, not sponsors. Surplus funds cannot be moved to a new project not already approved though the MPO project selection process. Any surplus funds paid by the Project Sponsor shall be returned to the Project Sponsor.

9) **Ownership and Maintenance of Approved Project** - The Project Sponsor shall own and be responsible for maintenance, repair and replacement of the completed project.

10) **Inspection of Approved Project** - The Program Manager and its designees, upon reasonable notice, reserve the right to enter upon the Approved Project to inspect the same to verify compliance with this Agreement.

11) **Other Expenses -** Except as otherwise expressly stated herein, all expenses not identified as a part of the Approved Project or executed prior to the Agreement shall be the sole responsibility

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of the Project Sponsor.

12) **No Third-Party Rights** - The obligations of the parties set forth in this Agreement shall not create any rights in or obligations to any persons or parties other than to the Project Sponsor and Program Manager. This Agreement is not intended to nor shall it be construed to benefit any third party.

13) **Recitals -** The Recitals portion of this Agreement constitutes a part of this Agreement.

Section 7. FILING OF INTERLOCAL COOPERATION AGREEMENT.

Executed copies of this Agreement shall be placed on file with the official keeper of records of the Program Manager and the Project Sponsor, and shall remain on file for public inspection during the term of this Agreement.

Section 8. AMENDMENTS.

1) **Amending this Agreement** - This Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be: (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties, and (c) filed in the official records of each party.

2) **Change Orders** - Changes can occur throughout a project. Changes that are outside the scope outlined in this contract must be amended as stated above. Minor changes and adjustments that fall within the original project scope can be addressed with a change order. A change order does not require amending this agreement. A change order is defined as that additional effort necessary by reason of changed conditions which are radical, unforeseen, and completely beyond the control of the Project Sponsor. The Project Sponsor shall create the change order and keep records of them. Any additional costs incurred can be covered by the construction contingency or by added local funding and should be addressed in the change order. If additional costs are more than the construction contingency and available local funds, the Project Sponsor shall contact the Program Manager to review funding options.

Section 9. EXTRA WORK

Extra work shall be undertaken only when previously authorized in writing by the Program

Attachment: American Fork 200 South 100 East Intersection Project May 2024 (American Fork 200 South 100 East Intersection)

Manager, and is defined as additional work which is neither shown nor defined in this Agreement. Extra work includes additional improvements adjacent to the Approved Project or in other locations that the Project Sponsor desires to complete as a package of projects. Extra work can be for utility projects, facilities that tie into the Approved Project, project betterments, or other work desired by the Project Sponsor. No costs incurred by extra work can be billed to the Approved Project. Any invoices submitted by the Project Sponsor shall clearly detail costs incurred by the Approved Project and list separately costs incurred by the extra work. This Agreement shall be referenced in an extra-work agreement as an Exhibit.

Section 10. SEVERABILITY.

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

Section 11. GOVERNING LAW.

All questions with respect to the construction of this Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

Section 12. INDEMNIFICATION.

The Project Sponsor shall indemnify and hold the Program Manager harmless from any and all claims of liability for any injury or damage to any person or property whatsoever occurring in, on or about the Approved Project or any part thereof. The Project Sponsor shall further indemnify and hold the Program Manager harmless from and against any and all claims arising from any breach or default in the performance of any obligation on the Project Sponsor's part to be performed under the terms of this Agreement, or arising from any act or negligence of the Project Sponsor, or any of the Project Sponsor's agents, employees, contractors, subcontractors, or invitees and from and against all costs, reasonable attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. However, Project Sponsor shall not be required to indemnify the Project Manager for any claim arising from

Attachment: American Fork 200 South 100 East Intersection Project May 2024 (American Fork 200 South 100 East Intersection)

the negligence or willful misconduct of the Project Sponsor. Both the Project Sponsor and Program Manager agree that the terms of this Agreement are subject to, and not a waiver of, the protections, immunities and liability limits of the Governmental Immunity Act, U.C.A. 63G-1-101, et. seq. The Project Sponsor's obligations under this provision shall survive the expiration or other termination of this Agreement.

Section 13. ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

Attachment: American Fork 200 South 100 East Intersection Project May 2024 (American Fork 200 South 100 East Intersection)

IN WITNESS WHEREOF, the parties have signed and executed this Agreement, after resolutions duly and lawfully passed, on the dates listed below:

UTAH COUNTY

Authorized and passed on this 15 day of May 2024,

Board of Commissioners
UTAH COUNTY, UTAH

_____
Brandon B. Gordon, Commission Chair

ATTEST:
Aaron R. Davidson
Utah County Clerk

_____
Deputy Clerk

REVIEWED AS TO FORM AND
COMPATIBILITY WITH APPLICABLE LAW:
Jeffrey S. Gray
Utah County Attorney

By: _____
Deputy Utah County Attorney

Attachment: American Fork 200 South 100 East Intersection Project May 2024 (American Fork 200 South 100 East Intersection)

AMERICAN FORK CITY

Authorized by Resolution No. ,
this 14 day of May 2024,

AMERICAN FORK CITY
UTAH COUNTY, UTAH

_____
Mayor

ATTEST:

_____
City Recorder

REVIEWED AS TO FORM AND
COMPATIBILITY WITH APPLICABLE
LAW:

By: _____
City Attorney

Attachment: American Fork 200 South 100 East Intersection Project May 2024 (American Fork 200 South 100 East Intersection)

RESOLUTION NO. _____

A RESOLUTION APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH UTAH COUNTY REGARDING THE 200 SOUTH 100 EAST INTERSECTION IN AMERICAN FORK.

WHEREAS, American Fork City and Utah County desires to facilitate the construction of a trail project known as American Fork 200 South 100 East Intersection (Approved Project) which consists of the reconstruction and improvement of the 200 South 100 East intersection; and

WHEREAS, American Fork City desires to enter into the Interlocal Cooperation Agreement by and between American Fork City and Utah County for the purpose of funding for the 200 South 100 East Intersection project.

NOW, THEREFORE, the City Council of American Fork resolves to enter into the attached Interlocal Cooperation Agreement for the purpose of funding for the 200 South 100 East Intersection project.

Passed and adopted by the American Fork City Council on the 14th day of May 2024.

APPROVED:

_____
Bradley J. Frost, Mayor

ATTEST:

_____
Terilyn Lurker, City Recorder

Attachment: 05.14.24 - Interlocal Agreement with Utah County - 200 South 100 East (American Fork 200 South 100 East Intersection)

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
MAY 14, 2024

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

AGENDA ITEM Review and action on a resolution approving the inter-local cooperative agreement with Mountainland Association of Governments (MAG) for funding the American Fork 200 South 300 West Intersection.

SUMMARY RECOMMENDATION Staff recommends approval of the agreement with MAG for funding the American Fork 200 South 300 West Intersection.

BACKGROUND American Fork City has obtained MAG funding for construction of the American Fork 200 South 300 West Intersection project since this is a regional priority. The attached agreement finalizes the funding agreement with MAG for the project.

BUDGET IMPACT This agreement finalizes the project funding agreement between Utah County (MAG) and American Fork City. Mountainland Metropolitan Planning Organization ("MPO") Regional Planning Committee determined that the Approved Project should receive a portion of the revenues of the 3rd Quarter Tax not to exceed $1,028,500 beginning in 2023.

American Fork is required to pay a match or portion of the Total Project Cost for road impact fees. This amount is 6.77% of the Total Project Cost which equals a total of $69,629.45.

The remaining grant to be awarded by MAG will equal the total of $958,870.55.

SUGGESTED MOTION Mr. Mayor, I move to adopt the resolution approving the inter-local cooperative agreement with MAG for funding the American Fork 200 South 300 West Intersection as presented and authorize the City to sign the attached agreement.

SUPPORTING DOCUMENTS

American Fork 200 South 300 West Intersection Project May 2024_KC Edits 5.7.2024 (DOCX)
05.14.24 - Interlocal Agreement with Utah County - 200 South 300 West (DOCX)

Attachment: American Fork 200 South 300 West Intersection Project May 2024_KC Edits 5.7.2024 [Revision 1] (American Fork 200 South 300

Agreement No. 2024-

INTER-LOCAL COOPERATION AGREEMENT
between
UTAH COUNTY and
AMERICAN FORK CITY

For A Project Known As

American Fork 200 South 300 West Intersection

THIS AGREEMENT, made and entered into this 15 day of May 2024, by and between **UTAH COUNTY (Program Manager)**, a political subdivisionof the State of Utah, with principal offices located at 100 East Center ST, Suite 2300, Provo, Utah 84606 and **AMERICAN FORK CITY (Project Sponsor)**, a political subdivision of the State of Utah, with principal offices located at 51 East Main Street, American Fork, Utah 84003.

RECITALS:

WHEREAS, the Utah Interlocal Co-operation Act, Title 11, Chapter 13, Utah Code Annotated (1953), as amended, permits local governmental units including cities, counties, inter-local agencies and political subdivisions of the State of Utah to make the most efficient use of their powers by enabling them to cooperate with other public entities on the basis of mutual advantage and to exercise joint cooperative action for the benefit of their respective citizens; and

WHEREAS, pursuant to Utah Code Ann. § 59-12-1903 (2008) (now Utah Code Ann. § 59-12-2218), the County adopted Ordinance No. 2008-26 to enact a sales and use tax ("3rd Quarter Tax") of 0.25% upon certain transactions described therein; and

WHEREAS, the Program Manager and the Project Sponsor desire to facilitate the construction of a trail project known as **American Fork 200 South 300 West Intersection** (**Approved Project**) which consists of the reconstruction and improvement of the 200 South 300 West intersection; and

WHEREAS, the Mountainland Metropolitan Planning Organization ("MPO") Regional Planning Committee determined that the Approved Project should receive a portion of the revenues

of the 3rd Quarter Tax not to exceed $1,028,500 beginning in 2023; and

WHEREAS, the Program Manager and the Project Sponsor held duly noticed public meetings wherein this Agreement was considered and an Authorizing Resolution was presented for approval by the respective legislative bodies.

NOW THEREFORE, in consideration of the covenants and agreements contained herein and other valuable consideration, the sufficiency of which is hereby acknowledged, the Program Manager and the Project Sponsor hereby agree as follows:

Section 1. PURPOSES.

This Agreement has been established and entered into between the Program Manager and the Project Sponsor for the purpose of outlining the respective rights and responsibilities of the Program Manager and the Project Sponsor in the construction of the Approved Project.

Section 2. ADMINISTRATION OF AGREEMENT.

The parties hereto agree that, pursuant to Section 11-13-207, Utah Code Annotated, 1953 as amended, the Utah County Public Works Director shall act as the administrator responsible for the administration of this Agreement. The parties further agree that this Agreement does not anticipate nor provide for any organizational changes in the parties. The administrator agrees to keep all books and records in such form and manner as the Utah County Auditor shall specify and further agrees that said books shall be open for examination by the parties hereto at all reasonable times.

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If a project is within multiple jurisdictions and/or agencies, one jurisdiction or agency will enter in to this interlocal agreement and interface with the Program Manager as the Project Sponsor. Multiple jurisdictions and/or agencies interactions will be outlined within a separate interlocal agreement between said jurisdictions and/or agencies. This Agreement shall be referenced in such an additional interlocal agreement as an Exhibit.

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This Agreement shall become effective and shall enter into force within the meaning of the Interlocal Cooperation Act, upon the submission of this Agreement to, and the approval and

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execution hereof by the governing bodies of the Program Manager and the Project Sponsor. The term of this Agreement shall be from the date of execution hereof until the terms and obligations identified herein are completed, but in no event, longer than 3 years from the execution date.

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Section 6. TERMS.

1) **Project Scope –** Reconstruction and improvements of the 200 South 300 West intersection.

2) **Project Initiation** - The Project Sponsor will designate a qualified project engineer from its staff or hire a project engineer from the Project Sponsor's consultant pool or the prequalified UDOT pool, who will be responsible for project delivery. The designated project engineer will be responsible for the completion of the project.

3) **Project Development** - The Project Sponsor and the designated project engineer, will design the Approved Project, acquire the necessary Right of Way ("ROW"), bid out and manage the construction of the Approved Project.

   a) **Design Standard -** The design and construction of the Approved Project will meet or exceed American Fork City standards.

   b) **Environmental Work -** The Project Sponsor will acquire the appropriate clearances and permits through the design process. The Project Sponsor can follow its own adopted environmental process or follow the Recommended Environmental Guidance / Mountainland & Utah County Programmed Projects document (including designating with the Program Manager the type of environmental work to be completed). The Project Sponser must also follow any National Environmental Policy Act (NEPA) requirements required (Endangered Species Act, Clean Water Act, etc.).

   c) **Design Work -** The Project Sponsor will involve the Program Manager at the following design milestones:

      (1) Kickoff Meeting,

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(2) 30% Scope and Schedule Review,

(3) 60% On Site Plan Review, and

(4) 90% Plans, Specifications and Estimate.

d) **Final Design Approval** - Once project design is complete the Project Sponsor will review the final design with the Program Manager. Both parties shall agree that the project is ready for the construction phase prior to beginning the construction phase.

e) **ROW Acquisition** - The Project Sponsor will be responsible to acquire all necessary ROW adhering to state and local laws. The Project Sponsor can follow their own adopted ROW acquisition process or follow the Recommended Right of Way Acquisition Guidance / Mountainland & Utah County Programmed Projects guidance document.

f) **Procurement** - Advertising of the Approved Project will follow the Project Sponsors established procurement policies. All construction bids will include a 10% construction contingency. The Project Sponsor will provide a copy of the notice of award to the Program Manager.

4) **Project Signage/Contact Info** - It is recommended that the Project Sponsor install signage informing the public of the following:
   a) Project name.
   b) Project description.
   c) Start and completion dates (general).
   d) Contact name, phone number, website address, email.
   e) Use the sentence “This project funded with Mountainland Transportation Funding”.
   f) List project sponsors and their logos (Project Sponsor, Mountainland, Utah County).
   g) Generally, one sign at each access point to the project shall be installed.
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6) **Project Completion -** Program Manager staff will be notified and allowed to attend the final inspection of the completed project.

7) **Project Hold -** The Program Manager has the authority to place a project on hold during the Project Development process or withhold reimbursement of invoices during the Construction Process if the Program Manager deems that the project is not within the Approved Project scope or budget. The Program Manager shall notify the Project Sponsor of the hold in writing and will work with the Project Sponsor to rectify the issues promptly. If the Project Sponsor and Program Manager cannot bring the Approved Project back into scope or if additional funding is needed above what the Program Manager or the Project Sponsor can provide, the issues will be brought to the Mountainland MPO committees for their review, recommendations, and approvals.

8) **Total Project Cost** - Both the Program Manager and Project Sponsor acknowledge that the Approved Project has been authorized by the Mountainland MPO Regional Planning Committee (Utah County Commission must also approve if county funds are used) to be funded at an amount not to exceed $1,028,500 (Total Project Cost) for the direct costs of the Approved Project.

   a) **Matching Funds -** The Project Sponsor is required to pay a match or portion of the Total Project Cost. This amount is 6.77% of the Total Project Cost. The use of Project Sponsor equipment and/or Project Sponsor employee time for the project shall not be reimbursable, but can be claimed by the Project Sponsor as a soft match toward the required 6.77% matching funds required from the Project Sponsor. The Project Sponsor is required to pay the difference between the required match and the value of the soft match, if any.

   b) **Multi-Year Funding** - Some projects require funding across multiple fiscal years. Reimbursement for Approved Project activities can only be made up to the available amount identified in a single fiscal year. Any balance from a prior year where available funds have not been expended for the Approved Project are then advanced to the next fiscal year and are added to the funds available that fiscal year. Fiscal years for County Transportation Sales Tax Funds begin on January 1st. The Approved Project has been approved for $1,028,500 in 2023.

   c) **Reimbursement -** The Project Sponsor, if desiring reimbursement for the direct costs of the Approved Project, will provide the Program Manager with quarterly or bi-annual itemized invoices detailing actual costs for the ROW acquisition, design, utility

relocation, construction, or other approved elements of the project. Appropriate backup materials shall also be supplied. The Program Manager agrees to reimburse the Project Sponsor within 30 days of receiving acceptable itemized invoices establishing the validity of the direct costs of the Approved Project. The maximum amount of reimbursement from the Program Manager to the Project Sponsor shall not exceed $958,871 (Total Project Cost less Matching Funds). Any costs which exceed $958,871 shall be the sole responsibility of the Project Sponsor. The Program Manager will review and approve monthly each itemized invoice and will reimburse the total invoice amount less the required matching funds.

d) **Cost Overruns -** The Program Manager maintains an account for cost overruns. The Project Sponsor may request additional funds above the approved Total Project Cost with supporting documentation demonstrating the need for additional funds. The Program Manager may approve up to 10% of the Total Project Cost up to a maximum of $500,000. The MPO Regional Planning Committee can approve higher amounts (Utah County Commission must also approve if county funds are used). The addition of these contingency funds would require a modification to this agreement. If no additional funds are awarded and the project still requires additional funds, the Project Sponsor will be responsible to fund the overrun.

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10) **Inspection of Approved Project** - The Program Manager and its designees, upon reasonable notice, reserve the right to enter upon the Approved Project to inspect the same to verify compliance with this Agreement.

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of the Project Sponsor.

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13) **Recitals -** The Recitals portion of this Agreement constitutes a part of this Agreement.

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Executed copies of this Agreement shall be placed on file with the official keeper of records of the Program Manager and the Project Sponsor, and shall remain on file for public inspection during the term of this Agreement.

Section 8. AMENDMENTS.

1) **Amending this Agreement** - This Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be: (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties, and (c) filed in the official records of each party.

2) **Change Orders** - Changes can occur throughout a project. Changes that are outside the scope outlined in this contract must be amended as stated above. Minor changes and adjustments that fall within the original project scope can be addressed with a change order. A change order does not require amending this agreement. A change order is defined as that additional effort necessary by reason of changed conditions which are radical, unforeseen, and completely beyond the control of the Project Sponsor. The Project Sponsor shall create the change order and keep records of them. Any additional costs incurred can be covered by the construction contingency or by added local funding and should be addressed in the change order. If additional costs are more than the construction contingency and available local funds, the Project Sponsor shall contact the Program Manager to review funding options.

Section 9. EXTRA WORK

Extra work shall be undertaken only when previously authorized in writing by the Program

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Manager, and is defined as additional work which is neither shown nor defined in this Agreement. Extra work includes additional improvements adjacent to the Approved Project or in other locations that the Project Sponsor desires to complete as a package of projects. Extra work can be for utility projects, facilities that tie into the Approved Project, project betterments, or other work desired by the Project Sponsor. No costs incurred by extra work can be billed to the Approved Project. Any invoices submitted by the Project Sponsor shall clearly detail costs incurred by the Approved Project and list separately costs incurred by the extra work. This Agreement shall be referenced in an extra-work agreement as an Exhibit.

Section 10. SEVERABILITY.

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

Section 11. GOVERNING LAW.

All questions with respect to the construction of this Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

Section 12. INDEMNIFICATION.

The Project Sponsor shall indemnify and hold the Program Manager harmless from any and all claims of liability for any injury or damage to any person or property whatsoever occurring in, on or about the Approved Project or any part thereof. The Project Sponsor shall further indemnify and hold the Program Manager harmless from and against any and all claims arising from any breach or default in the performance of any obligation on the Project Sponsor's part to be performed under the terms of this Agreement, or arising from any act or negligence of the Project Sponsor, or any of the Project Sponsor's agents, employees, contractors, subcontractors, or invitees and from and against all costs, reasonable attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. However, Project Sponsor shall not be required to indemnify the Project Manager for any claim arising from

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the negligence or willful misconduct of the Project Sponsor. Both the Project Sponsor and Program Manager agree that the terms of this Agreement are subject to, and not a waiver of, the protections, immunities and liability limits of the Governmental Immunity Act, U.C.A. 63G-1-101, et. seq. The Project Sponsor's obligations under this provision shall survive the expiration or other termination of this Agreement.

Section 13. ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

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IN WITNESS WHEREOF, the parties have signed and executed this Agreement, after resolutions duly and lawfully passed, on the dates listed below:

UTAH COUNTY

Authorized and passed on this 15 day of May 2024,

Board of Commissioners
UTAH COUNTY, UTAH

_____
Brandon B. Gordon, Commission Chair

ATTEST:
Aaron R. Davidson
Utah County Clerk

_____
Deputy Clerk

REVIEWED AS TO FORM AND
COMPATIBILITY WITH APPLICABLE LAW:
Jeffrey S. Gray
Utah County Attorney

By: _____
Deputy Utah County Attorney

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AMERICAN FORK CITY

Authorized by Resolution No. ,
this 14 day of May 2024,

AMERICAN FORK CITY
UTAH COUNTY, UTAH

_____
Mayor

ATTEST:

_____
City Recorder

REVIEWED AS TO FORM AND
COMPATIBILITY WITH APPLICABLE
LAW:

By: _____
City Attorney

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RESOLUTION NO. _____

A RESOLUTION APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH UTAH COUNTY REGARDING THE 200 SOUTH 300 WEST INTERSECTION IN AMERICAN FORK.

WHEREAS, American Fork City and Utah County desires to facilitate the construction of a trail project known as American Fork 200 South 300 West Intersection (Approved Project) which consists of the reconstruction and improvement of the 200 South 300 West intersection; and

WHEREAS, American Fork City desires to enter into the Interlocal Cooperation Agreement by and between American Fork City and Utah County for the purpose of funding for the 200 South 300 West Intersection project.

NOW, THEREFORE, the City Council of American Fork resolves to enter into the attached Interlocal Cooperation Agreement for the purpose of funding for the 200 South 300 West Intersection project.

Passed and adopted by the American Fork City Council on the 14th day of May 2024.

APPROVED:

_____
Bradley J. Frost, Mayor

ATTEST:

_____
Terilyn Lurker, City Recorder

Attachment: 05.14.24 - Interlocal Agreement with Utah County - 200 South 300 West (American Fork 200 South 300 West Intersection)