



AMERICAN FORK CITY COUNCIL
OCTOBER 22, 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, October 22, 2024, in the American Fork City Hall, 31 North Church Street, commencing at 7:00 p.m. The agenda shall be as follows:

PUBLIC HEARING

- Receiving public comment on the vacation of a transportation easement located at approximately 250 West and 700 South.

REGULAR SESSION

1. Pledge of Allegiance; Invocation by Council Member John; 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 September 24, 2024, city council minutes.
2. Approval of the October 1, 2024, work session minutes.
3. Approval of the October 8, 2024, city council minutes.
4. Approval of the authorization to release the Improvements Durability Retainer of \$1,370,172.50 for Deer Park Phase 1, located at 42 East 1100 South.
5. Approval of the authorization to release the Improvements Durability Retainer of \$8,674.56 for Parc on 5th Phase 1C, located at 434 South 600 East.
6. Approval of the authorization to release the Improvements Construction Guarantee in the amount of \$352,351.00 and issue a Notice of Acceptance for the Autumn Crest Plat F construction of public improvements located at 935 East 1060 North.
7. Ratification of city payments (October 2, 2024, to October 15, 2024) and approval of purchase requests over \$50,000.

ACTION ITEMS

1. Review and action on the following appointments to committees and boards:
 - a. John Ragan, to the Historic Preservation Commission
2. Review and action on approval of a software license and maintenance agreement with Euna Solutions for Questica Budget Software.

3. Review and action on a resolution to consider the petition for annexation of the Chipman/Stake Center Annexation, consisting of approximately 24 acres at 515 South 100 West.
4. Review and action on an ordinance re-approving the Skidmore Annexation, consisting of 7.522 acres and located at approximately 100 East 1500 South, including the ordinance of annexation, amended annexation agreement, acceptance of property for road dedication, and placement of the property in the Planned Industrial zone.
5. Review and action on an ordinance approving a zone change, known as 600 East Office, located at approximately 342 South 600 East. On approximately 0.56 acres, the property proposes to change from the General Commercial (GC-1) zone to the Planned Commercial (GC-2) zone.
6. Review and action on consideration of approving a proposed use under Section 17.7.701(B)(1)(e) for Car Guyz Test Fit at 734 East 930 South.
7. Review and action on approval of the 2024 American Fork City Water Conservation Plan.
8. Review and action on an ordinance approving the vacation of a transportation easement located at approximately 250 West and 700 South.
9. Adjournment.

Dated the 17th day of October 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
OCTOBER 22, 2024**

Department Public Works

Director Approval Sam Kelly

AGENDA ITEM Consideration regarding authorization to release the Improvements Durability Retainer of \$1,370,172.50 for Deer Park Phase 1, located at 42 East 1100 South.

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

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

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

SUGGESTED MOTION Move to authorize the City Engineer to issue documents and/or payments to release the Improvements Durability Retainer of \$1,370,172.50 for Deer Park. Find that the quality of construction and materials have endured without evidence of unusual depreciation, wear, non-conformance of City standards, or need for remedial action.

SUPPORTING DOCUMENTS

Deer Park Phase 1 warranty bond release for City Council 10-22-24 (PDF)



IMPROVEMENT WARRANTY RELEASE AUTHORIZATION

The City Council of American Fork City, a Municipal Corporation and Body Politic in the State of Utah, hereby authorizes the release of the Improvement Warranty for DEER PARK PHASE 1 pursuant to the terms of Section 17.9.100 and 17.9.403 of the City Development Code, and pursuant to the recommendation of staff and the receipt of reports, documents, and other correspondence. The City Council finds that the quality of construction and materials have endured without evidence of unusual depreciation, wear, non-conformance to City standards, or need for remedial action.

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

Amount Released: \$1,370,172.50

PASSED THIS 22 DAY OF OCTOBER 2024

City Representative, American Fork City

ATTEST:

Terilyn Lurker, City Recorder

Attachment: Deer Park Phase 1 warranty bond release for City Council 10-22-24 (Durability Release)



BOND RELEASE REQUEST

Development Name: Deer Park Phase 1

Development Address: 42 E. 1100 S. American Fork, UT. 84003

☐ Partial Release

☐ Final Release

☒ 10% Warranty Release

Description of Item	Quantity	Units	Unit Price	Total	Inspector Use Only
					Complete? Yes/No
<u>Warranty Release</u>				<u>1,370,172.50</u>	
Total				<u>1,370,172.50</u>	

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

Please send check/bank letter to:

Name: Keystone Construction

Bank (if applicable): _____

Address: 42 E. 1100 S. Ste 1B

City: American Fork State: Utah ZIP: 84003

Phone: _____ Email: hunter@keyut.com

Signature: [Signature] Date: 08/30/24

Inspector Use Only
Inspector Signature: [Signature] Date: 9/4/24

[Signature]

10-8-24

Name of Development: Deer Park

[illegible]

	Description of Item	Quantity	Unit	Unit Price	Total	Release #1	Amount Requested	Release #2	Amount Requested	Release #3	Amount Requested	Release #4	Amount Requested	Release #5	Amount Requested	Release #6	Amou Requ	Balance
TE PREPARATION																		
	ation	1	LS	\$15,000.00	\$15,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00			\$15,000.00
		1115	CY	\$5.00	\$5,575.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00			\$5,575.00
		1	LS	\$5,000.00	\$5,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00			\$5,000.00
		675	CY	\$4.50	\$3,037.50		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00			\$3,037.50
		40000	SF	\$0.13	\$5,200.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00			\$5,200.00
		1	Each	\$2,000.00	\$2,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.0			\$2,000.00
		2	Each	\$2,200.00	\$4,400.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0			\$4,400.00
		225	LF	\$70.00	\$15,750.00		\$0.00		\$0.00		\$0.00		\$0.00					\$15,750.00
		1190	LF	\$90.00	\$107,100.00		\$0.00		\$0.00		\$0.00		\$0.00					\$107,100.00
		2	Each	\$5,000.00	\$10,000.00		\$0.00		\$0.00		\$0.00		\$0.00					\$10,000.00
		2	Each	\$5,500.00	\$11,000.00		\$0.00		\$0.00		\$0.00		\$0.00					\$11,000.00
		1	LS	\$2,500.00	\$2,500.00		\$0.00		\$0.00		\$0.00		\$0.00					\$2,500.00
			CY	\$21.00	\$33,810.00		\$0.00		\$0.00		\$0.00		\$0.00					\$33,810.00
				\$90.00	\$97,200.00		\$0.00		\$0.00		\$0.00		\$0.00					\$97,200.00
				\$3,500.00	\$3,500.00		\$0.00		\$0.00		\$0.00		\$0.00					\$3,500.00
				.000.00	\$4,000.00		\$0.00		\$0.00		\$0.00		\$0.0					\$4,000.00
				.00	\$148,770.00		\$0.00		\$0.00		\$0.00		\$					\$148,770.00
					\$25,000.00		\$0.00		\$0.00		\$0.00							\$25,000.00
					\$18,000.00		\$0.00		\$0.00		\$0.00							\$18,000.00
					.000.00		\$0.00		\$0.00		\$0.00							\$9,000.00
					.00		\$0.00		\$0.00		\$0.00							\$52,000.00
							\$0.00		\$0.00		\$0.00							\$1,900.00
							\$0.00		\$0.00		\$0.00							\$25,000.00
							\$0.00		\$0.00		\$0.00							\$2,000.00
							\$0.00		\$0.00		\$0.00							\$3,500.00
							.00		\$0.00		\$0.00							\$4,620.00
									\$0.00									\$185,725.00
									\$0.00									\$14,000.00
									\$0.00									\$4,000.00
									\$0.00									\$1,625.00
									.00									\$5,000.00
																		\$2,400.00
																		\$2,000.00
									.00									\$1,900.00
									\$0.00									\$36,000.00
									0.00		\$0.00							\$2,000.00
									\$0.00			\$0.00						\$65,367.00
									\$0.00			\$0.00						\$36,315.00
									\$0.00			\$0.00						\$43,578.00
									\$0.00			\$0.00		\$0				\$14,740.00
									\$0.00			\$0.00		\$0.00				\$25,122.50
									\$0.00			\$0.00		\$0.00				\$12,000.00
									\$0.00			\$0.00		\$0.00				\$12,000.00
									\$0.00			\$0.00		\$0.00				\$1,350.00
							0.00		\$0.00			\$0.00			\$0.0			\$75,350.00
							\$0.00		\$0.00			\$0.00			\$0.00			\$9,900.00
							\$0.00		\$0.00			\$0.00			\$0.00			\$3,000.00
							\$0.00		\$0.00			\$0.00			\$0.00			\$18,400.00
							\$0.00		\$0.00			\$0.00			\$0.00			\$2,500.00
							\$0.00		\$0.00			\$0.00			\$0.00		\$	\$12,180.00
							\$0.00		\$0.00			\$0.00			\$0.00		\$0.00	\$7,500.00
					.00		\$0.00		\$0.00			\$0.00			\$0.00		\$0.00	\$7,200.00
					0.00		\$0.00		\$0.00			\$0.00			\$0.00		\$0.00	\$900.00
	Parkstrip Landscaping	3765	SF		15,060.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$15,060.00

10% Durability - retained at ICG release

ICG Amount	5,172.50
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Available for Release
Durability Period

Cording Fees		10-3470-500	
Base)		\$30.00	\$ -
		\$1.00	\$ -
		\$10.00	\$ -
		\$2.00	\$ -
	Subtotal		\$ -

		10-4410-276	
	Each	\$ 5,000.00	\$ 15,000.00

\$15,000.00

Total Bond & Fee \$1,370,172.50

** Warranty release for Deer Park for City Council 10-22-24 of \$1,370,172.50

Document A312™ – 2010

Performance Bond

Bond No. 800095092

CONTRACTOR:*(Name, legal status and address)***Red Pine Construction, LLC****520 South 850 East #A4****Lehi, UT 84043****OWNER:***(Name, legal status and address)***White Horse Developers LLC****520 S. 850 E.****Lehi, UT 84043****CONSTRUCTION CONTRACT****Date: February 03, 2022**

**Amount: One Million Three Hundred Seventy Thousand One Hundred Seventy-two
And 50/100 (\$1,370,172.50)**

Description:*(Name and location)* **Deer Park Warehouse Project****SURETY:***(Name, legal status and principal place
of business)***Atlantic Specialty Insurance Company****605 Highway 169 North, Suite 800****Plymouth, MN 55441**

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

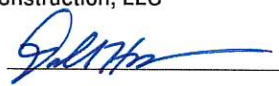
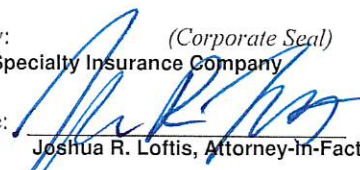
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND**Date: February 07, 2022***(Not earlier than Construction Contract Date)*

**Amount: One Million Three Hundred Seventy Thousand One Hundred Seventy-two
And 50/100 (\$1,370,172.50)**

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL**Company:** *(Corporate Seal)***Red Pine Construction, LLC****Signature:** **Name****and Title:***(Any additional signatures appear on the last page of this Performance Bond.)***SURETY****Company:** *(Corporate Seal)***Atlantic Specialty Insurance Company****Signature:** **Name****and Title:****Joshua R. Loftis, Attorney-in-Fact***(FOR INFORMATION ONLY — Name, address and telephone)***AGENT or BROKER:****CSDZ, LLC****225 South Sixth Street, Suite 1900****Minneapolis, MN 55402****OWNER'S REPRESENTATIVE:***(Architect, Engineer or other party:)*

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

AIA Document A312™ -- 2010. The American Institute of Architects.

DUAL OBLIGEE RIDER

To be attached to and form a part of Bond No. **800095092**

on behalf of: **Red Pine Construction, LLC**

given to: **White Horse Developers LLC**

for: **Deer Park Warehouse Project**

Consent is hereby given by the Principal, Surety and the Owner, to include the name(s) of:

American Fork City
51 E. Main Street, American Fork, UT 84003

as additional Obligee(s) under this bond.

The foregoing, however, is subject to the following further provisions:

1. The Surety shall not be liable under this bond to the Obligees or any of them unless the said Obligees or any of them shall make payment to the Principal strictly in accordance with the terms of the contract as to payment, and shall perform all the other obligations to be performed under the contract at the time and in the manner therein set forth.
2. The aggregate liability of the Surety under said bond to the said Obligees, as their interests may appear, is limited to the penal sum of the said bond, and provided, further, that the Surety may, at its option, make any payments under said bond on check issued jointly to the said Obligees.

Signed, sealed and dated this 7th day of February, 2022.

Red Pine Construction, LLC

By: _____

Atlantic Specialty Insurance Company

By: _____

Joshua R. Loftis, Attorney-in-Fact

Attachment: Deer Park Phase 1 warranty bond release for City Council 10-22-24 (Durability Release)



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Melinda C. Blodgett, R.C. Bowman, R. W. Frank, Ted Jorgensen, Joshua R. Loftis, Brian J. Oestreich, Rachel Thomas, C. White, Emily White, Nathan Weaver, Nicole Stillings**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

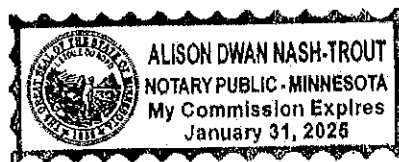
STATE OF MINNESOTA
HENNEPIN COUNTY

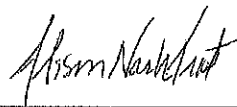


By


Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



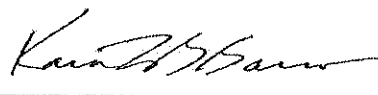

Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 7th day of February, 2022.

This Power of Attorney expires
January 31, 2025




Kara Barrow, Secretary



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
OCTOBER 22, 2024**

Department Public Works

Director Approval Sam Kelly

AGENDA ITEM Consideration regarding authorization to release the Improvements Durability Retainer of \$8,674.56 for Parc on 5th Phase 1C, located at 434 South 600 East.

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

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

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

SUGGESTED MOTION Move to authorize the City Engineer to issue documents and/or payments to release the Improvements Durability Retainer of \$8,674.56 for Parc on 5th Phase 1C. Find that the quality of construction and materials have endured without evidence of unusual depreciation, wear, non-conformance of City standards, or need for remedial action.

SUPPORTING DOCUMENTS

Parc on 5th 1C warranty bond release for City Council 10-22-24 (PDF)



IMPROVEMENT WARRANTY RELEASE AUTHORIZATION

The City Council of American Fork City, a Municipal Corporation and Body Politic in the State of Utah, hereby authorizes the release of the Improvement Warranty for PARC on 5TH 1C pursuant to the terms of Section 17.9.100 and 17.9.403 of the City Development Code, and pursuant to the recommendation of staff and the receipt of reports, documents, and other correspondence. The City Council finds that the quality of construction and materials have endured without evidence of unusual depreciation, wear, non-conformance to City standards, or need for remedial action.

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

Amount Released: \$8,674.56

PASSED THIS 22 DAY OF OCTOBER 2024

City Representative, American Fork City

ATTEST:

Terilyn Lurker, City Recorder

Attachment: Parc on 5th 1C warranty bond release for City Council 10-22-24 (Durability Release)

Development Name: Parc on 5th 1C

Development Address: 434 S 600 E, American Fork

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

☐ Partial Improvement Assurance Release

☐ Final Improvement Assurance Release

☐ Improvement Warranty Release
(10% Durability Release)

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

Name: AF 400 South Holdings, LLC

Address: 620 South State Street

City: Salt Lake City

State: Utah

Zip: 84111

Phone:

Email: sevans@wresgroup.com

Signature:

Date: 10/3/2024

City Official Use Only

☒ Fees paid and current

Administrative Signature:

Date: 10-10-24

Inspector Signature:

Date: 10/7/24

Attachment: Parc on 5th 1C warranty bond release for City Council 10-22-24 (Durability Release)

Name of Development: Parc on 5th Phase 1C

[illegible]

Description of Item		Quantity	Unit	Unit Price	Total	Release #1	Amount Requested	Release #2	Amount Requested	Release #3	Amount Requested	Release #4	Amount Requested	Release #5	Amount Reque		
		509.94	SF	\$9.60	\$4,895.42	509.94	\$4,895.42		\$0.00		\$0.00		\$0.00				
			SF	\$9.60	\$7,679.04	799.9	\$7,679.04		\$0.00		\$0.00		\$0.00				
					9	886.26	\$4,386.99		\$0.00		\$0.00						
							,430.84		\$0.00		\$0.00						
	8" Valve (400 South)	1	Each								\$0						
	Fire Hydrant Assembly	1	Each						.00		\$0.00						
	10" x 8" T-Fitting (400 South)	1	Each						\$0.00		\$0.00		\$0.00				
									\$0.00		\$0.00		\$0.00		\$0.00		
									\$0.00		\$0.00		\$0.00		\$0.00		\$0.00

[illegible]

Improvement Completion Assura	\$43,372.79	\$43,372.79	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Available for Release
10% Improvement Warranty	\$4,337.28	10% Contingency	\$4,337.28					\$8,674.56 Durability Period
TOTAL	047.35		** Release of Warranty \$8,674.56 for the 10/22/24					



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
OCTOBER 22, 2024**

Department Public Works

Director Approval Sam Kelly

AGENDA ITEM (Common Consent Agenda) - Consideration regarding authorization to release the Improvements Construction Guarantee in the amount of \$352,351.00 and issue a Notice of Acceptance for the Autumn Crest Plat F construction of public improvements located at 935 East 1060 North.

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

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

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

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

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

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

SUGGESTED MOTION Move to accept the improvements and authorize the Mayor to execute the Notice of Acceptance for the Autumn Crest Plat F public improvements located at 935 East 1060 North. To authorize the issuance of documents and/or payments to release the

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

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

SUPPORTING DOCUMENTS

Autumn Crest Plat F final bond release for City Council 10-22-24 (PDF)



NOTICE OF ACCEPTANCE / IMPROVEMENT COMPLETION ASSURANCE RELEASE AUTHORIZATION

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

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

Amount Released: \$352,351.00

PASSED THIS 22 DAY OF OCTOBER 2024

City Representative, American Fork City

ATTEST:

Terilyn Lurker, City Recorder

Attachment: Autumn Crest Plat F final bond release for City Council 10-22-24 (Final Bond Release)



BOND RELEASE REQUEST

Development Name: Autumn Crest Plat F

Development Address: 935 E 1060 N

☐ Partial Release

☒ Final Release

☐ 10% Warranty Release

					Inspector Use Only
					Complete?
Description of Item	Quantity	Units	Unit Price	Total	Yes/No
All Items to enter Warranty Period				352,351.00	
			Total	352,351.00	

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

Please send check/bank letter to:

Name: Kelly Palmer

Bank (if applicable): Alta Bank

Address: 113 S Main St.

City: Alpine

State: Utah

ZIP: 84004

Phone: _____

Email: kelly.palmer@altabank.com

Signature: [Signature]

Date: 4/18/2024

Inspector Use Only	
Inspector Signature: <u>[Signature]</u>	Date: <u>9/16/24</u>

Form Number xxx-xx-xxx

Approved for use by PW Director

Date Apr 3 2018

[Signature]

9-30-24

Autumn Crest F

Opinion of Probable Cost

5/11/2023



11038 N Highland Blvd
Suite 400
Highland, UT 84003
office (801) 492-1277
cell (801) 616-1677
ken@bergcivil.com

No.	Description	Quantity	Unit	Unit Cost (\$)	Total Cost (\$)	Assumptions
A CULINARY WATER SYSTEM						
	8" Water Main DIP	505	L.F.	\$33.38	\$16,857	Includes bedding, backfill
	Fire Hydrant Assembly	1	EA.	\$10,500.00	\$10,500	
	8" Gate Valves	3	EA.	\$2,950.00	\$8,850	
	8" Bends	4	EA.	\$1,400.00	\$5,600	
	8" Tees	1	EA.	\$1,400.00	\$1,400	
	1" Water Service	11	EA.	\$968.72	\$10,656	
	2" Blow-Offs	0	EA.	\$950.00	\$0	
	Connect to existing	2	EA.	\$800.00	\$1,600	
	Sub-Total				\$55,463	
Pressurized Irrigation						
	8" PI	529	L.F.	\$29.00	\$15,341	Includes bedding, backfill
	8" Gate Valve	3	L.F.	\$1,212.00	\$3,636	
1	1" PI Service	11	EA.	\$753.00	\$8,283	
	8" Tees	1	EA.	\$1,400.00	\$1,400	
1	8" Bends	4	EA.	\$1,400.00	\$5,600	
	1" Service w/Meter	11	EA.	\$1,000.00	\$11,000	
1	2" Blow-Offs	1	EA.	\$950.00	\$950	
1	Connect to existing	2	EA.	\$800.00	\$1,600	
	Sub-Total				\$47,810	
C SEWER SYSTEM						
1	8" PVC Sewer	305	L.F.	\$52.50	\$16,009	
1	5' Manholes	2	EA.	\$2,706.88	\$5,414	
	Sewer Service Lateral	11	EA.	\$1,200.00	\$13,200	
	Connect to existing	1	EA.	\$750.00	\$750	
	Sub-Total				\$35,373	
D STORM DRAINAGE SYSTEM						
16	15" RCP SD	114	L.F.	\$32.18	\$3,669	
17	Double Catch Basin w/ Snout	4	E.A.	\$3,500.00	\$14,000	
18	Sump	1	E.A.	\$15,000.00	\$15,000	Typ. sump ~\$1000-\$1200 per ft depth
	Sub-Total				\$32,669	
E ROADWAYS						
19	1" Minus Road Base	21,993	S.F.	\$1.08	\$23,752	
20	Subgrade	21,993	S.F.	\$1.25	\$27,491	
21	3" Bituminous Asphalt	21,993	S.F.	\$1.65	\$36,288	
22	2' Curb & Gutter	1,110	L.F.	\$20.46	\$22,711	
23	5' Sidewalk	5,550	S.F.	\$5.00	\$27,750	
24	ADA Ramps	2	E.A.	\$1,881.74	\$3,763	
25	Street Signs	1	E.A.	\$300.00	\$300	
26	Traffic signs	1	E.A.	\$350.00	\$350	
	Sub-Total				\$142,406	
F Grading and SWPPP						
27	Install and Maintain SWPPP	1	L.S.	\$4,000.00	\$4,000	
28	Clear and Grub ROW	407	CY	\$4.65	\$1,894	Assumes stripping top 6"
	Sub-Total				\$5,894	
G Miscellaneous						
28	As-builts	1	L.S.	\$3,500.00	\$3,500	
29	Survey monuments	2	E.A.	\$900.00	\$1,800	
30	Testing, inspection, cleaning	1	L.S.	\$6,500.00	\$6,500	
31	Street Trees	10	E.A.	\$300.00	\$3,000	
	Sub-Total				\$14,800	

Water 2.242 acft \$8,000.00 \$17,936 accounting that 8.148 available with patterson construction

TOTAL \$ 352,351

DURABILITY - retained at ICG release 10% \$ 35,235

ICG AMOUNT = \$ 387,586

Attachment: Autumn Crest Plat F final bond release for City Council 10-22-24 (Final Bond Release)



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
OCTOBER 22, 2024**

Department Recorder

Director Approval Terilyn Lurker

AGENDA ITEM Review and action on the following appointments to committees and boards: -John Ragan, Historic Preservation Commission with term ending 2027

SUMMARY RECOMMENDATION

Recommend Approval.

BACKGROUND

The council appoints citizens to various boards and commissions, and it has been recommended that the Council appoint John Ragan to the Historic Preservation Commission.

BUDGET IMPACT

NA

SUGGESTED MOTION

Move to approve the appointment of John Ragan to the Historic Preservation Commission, with a term ending of 2027.

SUPPORTING DOCUMENTS



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
OCTOBER 22, 2024**

Department Finance

Director Approval Anna Montoya

AGENDA ITEM Review and action on approval of a budget software licensing agreement with Questica LTD.

SUMMARY RECOMMENDATION

Staff recommends approval of an agreement with Questica LTD for budget software licensing and implementation services.

BACKGROUND

An RFP for budget software was issued in September with 8 responses. The proposals were reviewed by a selection committee consisting of 4 department heads. After interviewing and reviewing demos from the top ranked proposals, Questica LTD from Euna Solutions is the selected software for the budget software, which includes workflow features for the operating, personnel, and capital improvement modules, OpenBook transparency, and budget book automation.

Implementation will begin on or before November 1, 2024 with an expected completion of 13-20 weeks. The software agreement will be for 3 years with the option to extend for an additional 2 years.

BUDGET IMPACT

Year 1 \$30,000.00

Year 2 \$30,900.00

Year 3 \$31,827.00

Year 4 \$32,781.81

Year 5 \$33,765.26

One-time implementation costs \$15,000

Year 1 costs including implementation are within the approved 2024/25 budget.

SUGGESTED MOTION

I move to approve the software licensing agreement with Questica LTD for the budget software licensing and implementation services and authorize staff to execute the agreement.

SUPPORTING DOCUMENTS

American Fork City UT - Euna (Questica) Subscription Agreement(DOCX)

SAAS AND SERVICES AGREEMENT

This SAAS and Services Agreement, including all documents referenced and incorporated below and the Order Form which by this reference is incorporated herein (collectively, this “**Agreement**”), dated as of October 28th, 2024 (the “**Effective Date**”), is by and between Questica LTD. (referred to as “**Licensor**” or “**EUNA**,” as part of the EUNA brand) and the entity identified on the Order Form as the Customer (“**Customer**”). EUNA and Customer are sometimes individually referred to as a “**Party**” and collectively referred to as the “**Parties**.” The Parties agree as follows:

1. Definitions.

a. “**Aggregated Statistics**” means data and information related to Customer’s use of the SAAS Offering that is used by EUNA in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the SAAS Offering.

b. “**Authorized User**” means Customer’s employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the SAAS Offering under the rights granted to Customer pursuant to this Agreement and the applicable Order Form, and (ii) for whom access to the SAAS Offering has been purchased hereunder.

c. “**Confidential Information**” means any information relating to a Disclosing Party (as defined in Section 9), its business, technology, suppliers, licensors, resellers, distributors, customers, and third parties to whom the Disclosing Party has an obligation of confidentiality, whether in tangible or intangible form, which is either marked or designated as “confidential” or “proprietary,” or disclosed under circumstances indicating its confidential or proprietary nature, or otherwise would be known to be confidential or proprietary by a reasonable person.

d. “**Customer Data**” means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the SAAS Offering or Professional Services, as applicable.

e. “**Deliverable**” means all documents, work product and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of the EUNA in the course of performing the Professional Services or providing the SAAS Offering, including any items identified as such in the applicable Order Form.

f. “**Documentation**” means the applicable training, informational or support videos and documentation relating to (i) the use of and access to the SAAS Offering and (ii) any error corrections, bug fixes, enhancements, improvements, new releases, maintenance releases and updates thereto, provided by EUNA to Customer in any format.

g. “**Fees**” means the fees set forth in the applicable Order Form.

h. “**Intellectual Property Rights**” (i) all United States and foreign patents, patent applications, and certificates of invention, and all continuations, continuations in part, extensions, renewals, divisions, re-issues and re-examinations relating thereto; (ii) all moral rights and copyrights in any work of authorship or other work recognized by applicable Law, including all copyright registrations issued by the United States Register of Copyrights and applications therefor, together with any renewal or extension thereof, or by similar authority in any other jurisdiction, and all rights deriving therefrom; (iii) all, whether registered or unregistered, trademarks, service marks, domain names, trade names and trade dress, and all goodwill relating thereto; (iv) all rights in all trade secrets, know-how, and confidential information; and (v) other

intellectual property rights protectible under any Laws or international conventions throughout the world, and in each case including the right to apply for registrations, certificates, or renewals with respect thereto and the right to prosecute, enforce, obtain damages relating to, settle or release any past, present, or future infringement or misappropriation thereof.

i. “Law” means all applicable laws (including those arising under common law), statutes, codes, rules, regulations, reporting or licensing requirements, ordinances and other pronouncements having the effect of law in the United States, any foreign country or any domestic or foreign state, county, city or other political subdivision, including those promulgated, interpreted or enforced by any governmental or regulatory authority.

j. “**Order Form**” means the order form between the Parties that incorporates this Agreement.

k. “**Public Facing Software**” means a portion of the Software made available by the Customer to members of the general public.

l. “**SAAS IP**” means the SAAS Offering and the Documentation. For the avoidance of doubt, SAAS IP includes proprietary data structures, database schemas, metadata, Aggregated Statistics and any information, data, or other content derived from EUNA’s monitoring of Customer’s access to or use of the SAAS IP but does not include Customer Data.

m. “**SAAS Offering**” means the software-as-a-service offering, including any integrated platform offering, as set out in the applicable Order Form.

n. “**Professional Services**” means the services set out in the applicable Order Form and any associated statement of work attached or referenced in the Order Form (“Statement of Work”), if applicable.

o. “**Term**” has the meaning set forth in Section 10.a.

p. “**Third-Party Products**” means any third-party products described in the applicable Order Form provided with or incorporated into the SAAS Offering.

2. Professional Services. Subject to and conditioned on Customer’s payment of Fees and compliance with all other terms and conditions of this Agreement, EUNA shall provide to Customer the Professional Services in accordance with the applicable Order Form and Statement of Work.

3. Software Subscription.

a. Provision of Access. Subject to and conditioned on Customer’s payment of Fees and compliance with all other terms and conditions of this Agreement, EUNA hereby grants Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 22) right to access and use the SAAS Offering during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Customer’s internal use. EUNA shall provide to Customer the necessary information to allow Customer to access the SAAS Offering. The total number of Authorized Users will not exceed the number set forth in the applicable Order Form, except as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the Fees payable hereunder.

b. Public Facing Software. Notwithstanding the definition of Authorized Users, Customer is permitted to provide access to its constituents that are solely utilizing public facing functionalities of the SAAS Offering that do not otherwise require a specific license from EUNA.

c. Documentation License. Subject to and conditioned on Customer's payment of Fees and compliance with the terms and conditions of this Agreement, EUNA hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 22) license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the SAAS Offering.

d. Optional Features. EUNA shall provide all extensions, enhancements, and other changes, which are logical improvements to the SAAS Offering and to which EUNA makes generally available on a commercial basis, without charge, to other licensees of the EUNA SAAS Offering. Updates do not include any new software products that are then made generally available on a commercial basis as separate, price-listed options or additions to the SAAS Offering nor do they include any Professional Services that may be required for implementation.

e. Use Restrictions. Customer shall not use the SAAS Offering for any purposes beyond the scope of the access granted in this Agreement or the applicable Order Form. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the SAAS Offering or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the SAAS Offering or Documentation to a third party; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the SAAS Offering, in whole or in part; (iv) remove any proprietary notices from the SAAS Offering or Documentation; or (v) use the SAAS Offering or Documentation in any manner or for any purpose that causes such SAAS Offering or Documentation to infringe, misappropriate, or otherwise violate any Intellectual Property Right or other right of any person, or that violates any applicable Law.

f. Suspension. Notwithstanding anything to the contrary in this Agreement, EUNA may temporarily suspend Customer's and any Authorized User's access to any portion or all of the SAAS Offering if: (i) EUNA reasonably determines that (A) there is a threat or attack on any of the SAAS IP; (B) Customer's or any Authorized User's use of the SAAS IP disrupts or poses a security risk to the SAAS IP or to any other customer or vendor of EUNA; (C) Customer or any Authorized User is using the SAAS IP for fraudulent or illegal activities; (D) subject to applicable Law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) EUNA's provision of the SAAS Offering to Customer or any Authorized User is prohibited by applicable Law; (ii) any vendor of EUNA has suspended or terminated EUNA's access to or use of any third-party services or products required to enable Customer to access or use the SAAS Offering each a ("**Service Suspension**"). EUNA shall use commercially reasonable efforts to resume providing access to the SAAS Offering as soon as reasonably possible after the event giving rise to the Service Suspension is investigated, contained, remediated, and cured. EUNA will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

g. Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, EUNA may monitor Customer's use of the SAAS Offering and collect and compile Aggregated Statistics. As between EUNA and Customer, all right, title, and interest in Aggregated Statistics, and all Intellectual Property Rights therein, belong to and are retained solely by EUNA. Customer acknowledges that EUNA may compile Aggregated Statistics based on Customer Data input into the SAAS Offering. Customer agrees that EUNA may (i) make Aggregated Statistics publicly available in compliance with applicable Law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable Law. EUNA agrees to process Customer Data available in accordance with EUNA's privacy policy which is available

upon request and online at <https://eunasolutions.com/privacy-policy/>. EUNA may update its privacy policy from time to time and such updated privacy policy will be effective and applicable upon posting.

4. Customer Obligations.

a. For Professional Services. In connection with the Professional Services, Customer shall:

(i) cooperate with EUNA in its performance of the Professional Services and provide access to Customer's premises, employees, contractors, and equipment as required to enable EUNA to provide the Professional Services;

(ii) provide Cooperation, as defined herein, and perform Customer facing milestones and Customer deliverables necessary to enable EUNA to continue to perform under the Order Form and Statement of Work; and

(iii) take all steps necessary, including obtaining any required licenses or consents, to prevent Customer-caused delays in EUNA's provision of the Professional Services.

b. For the SAAS Offering. In connection with the SAAS Offering:

(i) Customer agrees to be responsible and liable for all uses of the SAAS Offering and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer agrees to be responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the SAAS Offering and shall cause Authorized Users to comply with such provisions.

(ii) EUNA may from time to time make Third-Party Products available to Customer. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions and the applicable flow-through provisions.

(iii) EUNA will use commercially reasonable efforts to implement the SAAS Offering. Customer acknowledges and agrees that Customer's timely provision of (and EUNA's access to) Customer's assistance, cooperation, and complete and accurate feedback, approvals, information, and data from Customer's officers, agents and employees as is reasonably requested by EUNA (collectively, "**Cooperation**") is essential to the implementation and operation of the SAAS Offering, and that EUNA shall not be liable for any deficiency, delay or failure in implementing or operating the SAAS Offering if such deficiency, delay or failure results from Customer's failure to provide full Cooperation as required hereunder. Cooperation will include designating a project manager to interface with EUNA during the course of EUNA's implementation or provision of the SAAS Offering. If Customer repeatedly fails to provide Cooperation, EUNA may terminate this Agreement in accordance with Section 10(b)(ii).

5. Fees and Expenses.

a. Fees. Except for Fees that Customer has successfully disputed, Customer shall pay the Fees without offset or deduction. Unless otherwise provided in the applicable Order Form, Customer shall pay the Fees in US dollars within thirty (30) days from the date of the applicable invoice. If Customer fails to make any payment when due, without limiting EUNA's other rights and remedies: (i) EUNA may charge interest on the past due amount at the rate of 1% per month calculated daily and compounded monthly or,

if lower, the highest rate permitted under applicable Law; (ii) if such failure continues for thirty (30) days or more, and in addition to all other remedies available under this Agreement or at law (which EUNA does not waive by the exercise of any rights hereunder), EUNA may suspend Customer's and its Authorized Users' access to any portion or all of the Professional Services and the SAAS Offering until such amounts are paid in full.

b. Taxes. Fees do not include any taxes. Customer is exempt by Law from payment of State and local sales tax and federal excise tax. In the event that taxes are assessed by any governmental body on any Deliverable provided under this Agreement, in which Customer is not exempted from paying, EUNA shall have the option to terminate the Agreement in lieu of assessment of the taxes against EUNA, provided however that Customer shall have the option to pay EUNA all such tax amounts which have been properly invoiced, at Customer's discretion, to avoid termination of this Agreement. Customer shall provide EUNA with a valid tax exemption certificate upon request.

6. Service Levels and Support.

a. Service Levels. Subject to and conditioned upon Customer's payment of Fees and compliance with the terms and conditions of this Agreement, EUNA will use commercially reasonable efforts to make the SAAS Offering available in accordance with the service levels set out in the provided service level documentation at Exhibit B, or as posted from time to time at on Euna's website (the "**Service Level Policy**").

b. Support. Subject to and conditioned upon Customer's payment of Fees and compliance with the terms and conditions of this Agreement, EUNA will use commercially reasonable efforts to provide the support services described in the support services documentation at Exhibit B, or as posted from time to time at on Euna's website (the "**Support Services Policy**").

c. Updates. EUNA reserves the right to modify the Service Level Policy and Support Services Policy from time to time effective immediately by posting an updated policy at the links referenced above. EUNA's support obligations extend solely to Customer's designated support contacts. Customer acknowledges and agrees that, as between Customer and EUNA, Customer shall be solely responsible to provide any and all support to all other third parties. Unless otherwise stated in the Service Level Policy, EUNA shall not have any obligation to provide support services to any third parties.

7. Representations, Limited Warranties, and Disclaimer.

a. Representations. Each Party hereby represents and warrants that: (i) it has the full corporate right, power and authority to enter into this Agreement and to perform the acts required hereunder; and (ii) the execution of this Agreement by such Party, and the performance by such Party of its obligations and duties hereunder, do not and will not violate any agreement to which such Party is bound or any obligation of such Party.

b. Warranties for Professional Services. EUNA warrants that it will perform the Professional Services:

(i) in accordance with the terms and subject to the conditions set out in the respective Statement of Work or Order Form and this Agreement;

(ii) using personnel of commercially reasonable skill, experience, and qualifications; and

(iii) in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

c. Warranties for the SAAS Offering. EUNA warrants that during the Term, the SAAS Offering will conform in all material respects to the Documentation when accessed and used in accordance with the Documentation. EUNA does not make any warranties, representations or guarantees regarding uptime or availability of the SAAS Offering except to the extent specifically included in the applicable Service Level Policy.. THE FOREGOING WARRANTIES, REPRESENTATIONS AND GUARANTEES DO NOT APPLY AND EUNA STRICTLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND GUARANTEES WITH RESPECT TO ANY THIRD-PARTY PRODUCTS OR ANY FAILURE IN PERFORMANCE CAUSED BY THIRD-PARTY PRODUCTS.

d. Remedies. EUNA's sole and exclusive liability and Customer's sole and exclusive remedy for breach of the warranties, representations and guarantees in this Agreement shall be as follows:

(i) EUNA shall use reasonable commercial efforts to promptly cure any such breach; provided, that if EUNA cannot cure such breach within sixty (60) days after Customer's written notice of such breach, Customer may, at its option, terminate this Agreement by serving written notice of termination.

(ii) For Professional Services, Customer's remedy for breach of the foregoing warranties, representations and guarantees shall be the re-performance of the relevant Professional Services free of charge to the extent the breach was caused solely by EUNA. The foregoing remedy shall not be available unless Customer provides written notice of such breach (which notice reasonably describes the breach and the deficiencies identified by Customer) within thirty (30) days after delivery of such Professional Service or Deliverable to Customer.

(iii) For any such breach involving a failure to meet the commitments in the Service Level Policy, EUNA's sole obligation and Customer's exclusive remedy shall be for EUNA to perform the remedies set forth in the Service Level Policy.

e. Disclaimer of Warranties. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN THIS SECTION OF THE AGREEMENT, THE PROFESSIONAL SERVICES, DELIVERABLES, SAAS OFFERING AND EUNA IP ARE PROVIDED "AS IS" AND EUNA HEREBY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND GUARANTEES WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. EUNA SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN THIS SECTION, EUNA MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE OF ANY KIND THAT THE PROFESSIONAL SERVICES, DELIVERABLES, EUNA IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S, AN AUTHORIZED USER'S, OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER PROFESSIONAL, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

8. Intellectual Property.

a. Deliverables. All Intellectual Property Rights in and to the Deliverables except for any Confidential Information of Customer shall be owned by EUNA. If any derivative work is created by

Customer from the SaaS Offering EUNA shall own all right, title and interest in and to such derivative work.

b. SAAS IP and Documentation. Customer acknowledges that, as between Customer and EUNA, EUNA owns all right, title, and interest, including all Intellectual Property Rights, in and to the SAAS IP and Documentation and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all Intellectual Property Rights, in and to the Third-Party Products.

c. Customer Data. EUNA acknowledges that, as between EUNA and Customer, Customer either (i) owns all right, title, and interest, including all Intellectual Property Rights, in and to the Customer Data, or (ii) has a valid license with the right to sublicense the Customer Data to EUNA as provided herein. Customer hereby grants to EUNA a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for EUNA to provide the SAAS Offering to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Aggregated Statistics. Customer represents, warrants and agrees that: (A) it will comply with applicable Law, including the Laws of the territories and jurisdictions from which any Customer Data is obtained or pertains, in collecting, using, disclosing, transmitting and in soliciting the transmission of Customer Data into or with the SAAS Offering as contemplated under this Agreement; (B) prior to transmitting (or soliciting the transmission of) any Customer Data to EUNA through the SAAS Offering, Customer shall have all applicable consents and approvals required for the transmission of such Customer Data to EUNA; and (C) EUNA's use, storage, disclosure and other processing of Customer Data in accordance with this Agreement or Customer's instructions or direction will not cause EUNA or any of its vendors to violate any applicable Law or infringe the rights of any individual or third party.

d. Passwords. Customer is responsible for the confidentiality and use of its passwords, other credentials, and account, and in no event shall EUNA be liable for any loss of information of Customer or other claims arising from unauthorized access to the SAAS Offering as a result of the failure by Customer to protect the confidentiality of its passwords, other credentials or account.

e. Prohibited Information. Except as necessary to utilize the SAAS Offering, Customer shall not transmit, disclose or otherwise provide (or cause or allow to be transmitted or provided to EUNA): (i) health information, medical information, health insurance card information, policy identification numbers, or any other information that would cause EUNA to be classified as a "business associate" under the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") or similar designation under other Laws, (ii) information that causes EUNA to be subject to any Laws beyond those Laws generally applicable to all cloud service providers, (iii) security passwords or credentials, and/or (iv) data revealing race, ethnicity, political opinions, religion, sexual orientation, philosophical beliefs or trade union membership or any other information identified under applicable Law as "sensitive information," "private information," or like designation (collectively, "**Prohibited Information**"). If Customer transmits or provides to EUNA any Prohibited Information, Customer shall indemnify and hold EUNA harmless from and against any claims and liability arising from the transmission to EUNA of any Prohibited Information or any processing of such information by EUNA, and EUNA shall have no liability or obligation whatsoever with respect to such Prohibited Information or Customer Data provided to EUNA.

f. Feedback. If Customer or any of its employees or contractors provides, sends or transmits any communications or materials to EUNA by mail, email, telephone, or otherwise, suggesting or recommending changes to the SAAS Offering, Documentation, Software, Professional Services, or any of EUNA's Intellectual Property Rights, including without limitation, the SAAS IP and new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), EUNA

is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns and agrees to assign to EUNA, and will cause its employees, contractors and/or agents to assign to EUNA, all right, title, and interest in and to the Feedback, including all Intellectual Property Rights in the Feedback, to EUNA without further consideration. EUNA is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other Intellectual Property Rights contained in the Feedback, for any purpose whatsoever, although EUNA is not required to use any Feedback.

g. Reservation of Rights. EUNA reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any Intellectual Property Rights or other right, title, or interest in or to the Professional Services or SAAS IP.

9. Confidentiality.

a. Generally. From time to time during the Term, either Party (as the “**Disclosing Party**”) may disclose or make available to the other Party (as the “**Receiving Party**”) Confidential Information. Confidential Information shall at all times remain the property of the Disclosing Party. The Receiving Party shall: (A) protect and safeguard the confidentiality of the Disclosing Party’s Confidential Information with at least the same degree of care as the Receiving Party protects its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (B) not use the Disclosing Party’s Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (C) except as permitted in this Agreement, not disclose any such Confidential Information to any person or entity, except to the Receiving Party’s representatives (including EUNA’s affiliates and third party service providers) who need to know the Confidential Information to assist the Receiving Party, act on its behalf, or to exercise its rights or perform its obligations under this Agreement. The obligations in this section do not apply to Confidential Information that: (i) is or becomes generally available to the public other than as a result of the Receiving Party’s breach of this Section; (ii) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (iii) was in the Receiving Party’s possession prior to the Disclosing Party’s disclosure hereunder; or (iv) was or is independently developed by the Receiving Party without using any Confidential Information of the Disclosing Party.

b. Permitted Disclosures. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required to establish a Party’s rights under this Agreement, including to make required court filings. If a Receiving Party is faced with judicial or governmental action to disclose Confidential Information of the Disclosing Party, the Receiving Party must, if legally permissible, notify the Disclosing Party forthwith and, at the Disclosing Party’s request, provide reasonable assistance in opposing such action at the Disclosing Party’s cost and expense.

c. Destruction. On the expiration or termination of the Agreement, the Receiving Party shall promptly destroy all copies of the Disclosing Party’s Confidential Information in its possession or control and upon request certify in writing to the Disclosing Party that such Confidential Information has been destroyed, provided, however, that a Receiving Party may retain Confidential Information relevant to any pending or threatened litigation or governmental investigation and EUNA may retain Customer’s Confidential Information in accordance with its information retention policies and Section 15.a, below.

d. Irreparable Harm. Each Party acknowledges that Confidential Information may constitute unique, valuable, proprietary and trade secret information of the Disclosing Party, and that unauthorized disclosure thereof by the Receiving Party may cause irreparable injury to the Disclosing Party. Accordingly,

each Party acknowledges and agrees that monetary damages may not be adequate in the event of a default of this Article 9 and, therefore, that the Disclosing Party may be entitled to injunctive or other affirmative relief, without such constituting an election of remedies, and that the Disclosing Party will not be required to obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtaining any remedy referred to in this Article 9, and each Party irrevocably waives any right it may have to require the obtaining, furnishing or posting of any such bond or similar instrument.

e. Duration. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the Receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable Law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable Law.

10. Term, Termination, and Survival.

a. Term. The term of this Agreement (the "**Term**") commences on the Effective Date of this Agreement and will continue in effect for as long as there is an outstanding Order Form in place. Each Order Form will continue for the applicable term listed in such Order Form until terminated by either Party in accordance with this Agreement. The termination or expiration of an Order Form will not affect or otherwise terminate this Agreement or any other Order Form covering other products or services in effect at such time.

b. User Subscriptions. All user subscriptions in an Order Form shall automatically renew for additional one-year at the end of the then current subscription term listed on the Order Form, unless the Customer gives the other notice of non-renewal at least thirty (30) days before the end of the relevant subscription term. The per-unit pricing during any such renewal term of the subscription shall be the same as that during the prior term unless EUNA gives written notice of a pricing increase at least thirty (30) days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter.

c. Termination for Convenience. Customer may terminate this Agreement without cause by giving sixty (60) days advance written notice to EUNA of its election to terminate this Agreement pursuant to this provision. In the event of such termination, Customer agrees to pay a "**SaaS Recovery Amount**" equivalent to 50% of the subscription fees for the remainder of the initial term of the Order Form.

d. Termination for Cause. In addition to any other express termination right set forth in this Agreement:

(i) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(ii) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by

order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

e. Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, EUNA will immediately cease providing any Professional Services and Customer shall immediately discontinue use of the SAAS Offering. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.

f. Non-Appropriation. In the event Customer is not granted an appropriation of funds at any time during the Term and the non-appropriation did not result from an act or omission by Customer, Customer shall have the right to terminate this Agreement on the last day of the fiscal period for which appropriations were received without penalty or expense to Customer, except as to the portion of the payments for which fund shall have been appropriated and budgeted. At least ninety (90) days prior to the end of Customer's fiscal period, Customer shall certify in writing that (1) funds have not been appropriated for the next fiscal period, (b) such non-appropriation did not result from any act or failure to act by Customer; and (c) Customer has exhausted all funds legally available to pay EUNA. If Customer terminates this Agreement because of non-appropriation of funds, Customer may not purchase or lease during the subsequent fiscal period, software and/or service performing the same function as, or functions taking the place of those performed by the software and/or service provided by EUNA; however, that these restrictions shall not be applicable if or to the extent that the application of these restrictions would affect the validity of this Agreement.

g. Survival. Sections 3.g, 4, 5, 7, 8, 9, 10, 11, 12, and 14-34 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

11. Indemnification.

a. EUNA Indemnification.

(i) EUNA SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CUSTOMER FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, COSTS (INCLUDING REASONABLE ATTORNEYS' FEES) ("**LOSSES**") INCURRED BY CUSTOMER RESULTING FROM ANY THIRD-PARTY CLAIM, SUIT, ACTION, OR PROCEEDING ("**THIRD-PARTY CLAIM**") THAT THE SAAS OFFERING OR PROFESSIONAL SERVICES, OR ANY USE OF THE SAAS OFFERING OR PROFESSIONAL SERVICES IN ACCORDANCE WITH THIS AGREEMENT, INFRINGES OR MISAPPROPRIATES SUCH THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS, PROVIDED THAT CUSTOMER PROMPTLY NOTIFIES EUNA IN WRITING OF SUCH THIRD-PARTY CLAIM, COOPERATES WITH EUNA, AND ALLOWS EUNA SOLE AUTHORITY TO CONTROL THE DEFENSE AND SETTLEMENT OF SUCH THIRD-PARTY CLAIM.

(ii) If a Third-Party Claim is made or appears possible, Customer agrees to permit EUNA, at EUNA's sole discretion, to (A) modify or replace the SAAS Offering or Professional Services or component or part thereof, to make it non-infringing, (B) obtain the right for Customer to continue use, or (C) terminate the license for the SAAS Offering and Professional Services and provide a pro rata refund to Customer. If EUNA determines that none of these alternatives is reasonably available, EUNA may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer.

(iii) This Section will not apply to the extent that the alleged infringement arises from: (A) use of the SAAS Offering or Professional Services in combination with data, software, hardware, equipment, or technology not provided by EUNA or authorized by EUNA in writing; (B) modifications to the SAAS Offering or Professional Services not made by EUNA; or (C) Customer Data; or (D) Third-Party Products.

b. Customer Indemnification. CUSTOMER SHALL INDEMNIFY, HOLD HARMLESS, AND, AT EUNA'S OPTION, DEFEND EUNA AND ITS AFFILIATES, AND THEIR RESPECTIVE INVESTORS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS (COLLECTIVELY, THE "EUNA GROUP") FROM AND AGAINST ANY LOSSES RESULTING FROM ANY THIRD-PARTY CLAIM (I) THAT THE CUSTOMER DATA, OR ANY USE OF THE CUSTOMER DATA IN ACCORDANCE WITH THIS AGREEMENT, INFRINGES, VIOLATES OR MISAPPROPRIATES SUCH THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS OR ANY LAW, OR (II) BASED ON CUSTOMER'S OR ANY AUTHORIZED USER'S (A) NEGLIGENCE OR WILLFUL MISCONDUCT; (B) USE OF THE SERVICES OR SAAS OFFERING IN A MANNER NOT AUTHORIZED BY THIS AGREEMENT; (C) USE OF THE SERVICES OR SAAS OFFERING IN COMBINATION WITH DATA, SOFTWARE, HARDWARE, EQUIPMENT, OR TECHNOLOGY NOT PROVIDED BY EUNA OR AUTHORIZED BY EUNA IN WRITING; OR (D) MODIFICATIONS TO THE PROFESSIONAL SERVICES OR SAAS OFFERING NOT MADE BY EUNA, PROVIDED THAT CUSTOMER MAY NOT SETTLE ANY THIRD-PARTY CLAIM AGAINST ANY OF THE EUNA GROUP UNLESS EUNA CONSENTS TO SUCH SETTLEMENT, AND FURTHER PROVIDED THAT EUNA WILL HAVE THE RIGHT, AT ITS OPTION, TO DEFEND THE EUNA GROUP AGAINST ANY SUCH THIRD-PARTY CLAIM OR TO PARTICIPATE IN THE DEFENSE THEREOF BY COUNSEL OF ITS OWN CHOICE.

c. Sole Remedy. THIS SECTION SETS FORTH CUSTOMER'S SOLE REMEDIES AND EUNA'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE PROFESSIONAL SERVICES OR SAAS OFFERING INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

12. Limitation of Liability.

a. IN NO EVENT SHALL EUNA BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT EUNA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

b. IN NO EVENT SHALL EUNAS AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO EUNA PURSUANT TO THE APPLICABLE ORDER FORM IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. ADDITIONALLY, IN NO EVENT WILL EUNA BE LIABLE FOR ANY CLAIM BROUGHT BY CUSTOMER MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION AROSE OR REASONABLY SHOULD HAVE BEEN DISCOVERED.

c. UNDER NO CIRCUMSTANCES SHALL EUNA HAVE ANY LIABILITY OR RESPONSIBILITY FOR THE ACCURACY OF ANY CUSTOMER DATA THAT IS INPUTTED INTO THE SAAS OFFERING.

13. Press Release. The Parties may issue a joint press release announcing the launch of the SAAS Offering and Customer's use thereof. Such press releases shall be subject to Customer's approval. Additionally, during the Term, EUNA may list Customer as a customer of EUNA, and Customer grants EUNA a non-exclusive, royalty-free, worldwide license to use any trademarks, service marks, or trade names of Customer in order to display such marks on EUNA's website and marketing materials.

14. Information Security. Each Party will maintain reasonable administrative, technical and physical safeguards which are consistent with industry standards to protect the security, confidentiality and integrity of, and to protect against threats or hazards to the integrity of, and the unlawful, intentional, unauthorized or accidental destruction, loss, alteration, theft, misappropriation, disclosure, access or use of the other Party's Confidential Information, Intellectual Property, and, (i) in the case of EUNA, the Customer Data, and (ii) in the case of Customer, the SAAS IP.

15. Export of Data.

a. Customer Data. Upon termination, cancellation, expiration, or other conclusion of this Agreement, Customer may request that EUNA remove Customer Data from EUNA's production systems. Customer acknowledges that as part of a commercially reasonable backup strategy, EUNA does maintain long term archival backups that may continue to contain Customer Data after termination of this Agreement. EUNA agrees not to utilize such archival backups for the specific purpose of accessing Customer Data after termination of this Agreement, unless specifically authorized to do so by Customer.

b. Data Extraction. During the Term of this Agreement, Customer may utilize the standard functionality of the SAAS Offering for its intended purpose, including the ability to download data and copies of documents loaded into or generated by the SAAS Offering. Customer shall have the right to retain a copy of all downloaded documents.. During the Term of and within thirty (30) days following termination of this Agreement, Customer may request EUNA to provide consulting services to Customer in order to perform a custom extract of Customer data from the SAAS Offering. EUNA will provide the requested consulting services for an hourly rate set forth in the Order Form or Statement of Work. Custom data extracts will be provided electronically in a text delimited flat file format (or other mutually acceptable format) and will be scrubbed of all EUNA proprietary data structures. Customer and EUNA will work together to determine a list of the specific data elements to be provided, at which point EUNA will provide an estimate of the time required to extract the data. Once the estimate has been provided, if Customer wishes EUNA to proceed with the data extract, Customer will make a mobilization payment of fifty percent (50%) of the estimated amount to EUNA. After receipt of this payment, EUNA will then have thirty (30) days to deliver the data extracts to Customer. Customer shall have thirty (30) days upon receipt of the data to review for acceptance. Upon acceptance, EUNA will provide Customer with a final accounting of hours and Customer shall be responsible for payment of the additional consulting fees.

16. Authorized Reseller Status; Option to Purchase Affiliate Products. GTY Technology Holdings Inc. dba Euna Solutions ("Euna") is the parent company to multiple other SaaS companies (such subsidiaries, "Affiliates"). These products and services may vary during the Term, but generally include, but are not limited to, software-as-a-service technology for the procurement and vendor supplier sourcing industry, digital services and payment technology through a software-as-a-service platform, software solutions for grants management and indirect cost reimbursement and related implementation and consulting services, software tools to streamline permitting and licensing services, and additional web-based budgeting preparation, performance, management and data visualization solutions ("Affiliate

Products”). As of the Effective Date, Affiliates include Questica Ltd., eCivis Inc., Ion Wave Technologies, LLC, DemandStar Corporation, Open Counter Enterprise Inc., Sherpa Government Solutions LLC, CityBase Inc., and GTY Software Inc. in Canada. In addition to the products and services that are the subject of this Agreement, Customer has the option to purchase from either Euna, as an authorized reseller, or Affiliates, the Affiliate Products on same terms of the Agreement. Notwithstanding the foregoing, Customer understands that different order forms, statement of work(s), and product specific service level agreements may apply. Customer will be provided the Affiliate’s additional product terms and will have the opportunity to review and consent to such terms.

17. Entire Agreement. This Agreement, including and together with the Order Form referencing this SAAS and Services Agreement, and any Statements of Work, policies, and other documents referenced and incorporated herein or in the Order Form, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. The Parties acknowledge and agree that if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any Order Form, the Order Form followed by the Service Level Policy shall supersede and control. To the extent the Order Form links to legal terms other than this SAAS and Services Agreement or a Statement of Work, those terms shall not apply.

18. Notices. All notices, requests, consents, claims, demands, waivers and other communications under this Agreement must be in writing and addressed to the other Party at its address in the Order Form (or to such other address that the receiving Party may designate from time to time in accordance with this Section). For Notices to EUNA, legal@eunasolutions.com shall be sent a courtesy email notification. Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section.

19. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal or unenforceable, the court may modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

20. Amendments. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

21. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

22. Assignment. Neither Party shall assign, transfer, delegate or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve Customer of any of its obligations under this Agreement. Notwithstanding the foregoing, EUNA may assign this Agreement and any of its rights or delegate any of its obligations to any

affiliate, subsidiary, or to any person acquiring all or substantially all of EUNA's assets without Customer's consent.

23. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

24. Relationship of the Parties. The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by EUNA shall be under its own control, Customer being interested only in the results thereof. EUNA shall be solely responsible for supervising, controlling, and directing the details and manner of the completion of the Professional Services and the provision of the SAAS Offering. Nothing in this Agreement shall give Customer the right to instruct, supervise, control, or direct the details and manner of the completion of the Professional Services or the provision of the SAAS Offering. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

25. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

26. Choice of Law. This Agreement and all related documents, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the Laws of the State of Delaware, United States of America, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the Laws of any jurisdiction other than those of the State of Delaware, United States of America.

27. Choice of Forum. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments and appendices attached to this Agreement, and all contemplated transactions, including contract, equity, tort, fraud and statutory claims, in any forum other than the courts of the State of Delaware, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the courts of the State of Delaware. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

28. Export Regulation. Customer shall comply with all applicable Laws, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the SAAS Offering or any Customer Data outside the US.

29. WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

30. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

31. Force Majeure. “**Force Majeure Events**” means events beyond a Party’s reasonable control, including without limitation acts of nature, labor disputes, the stability or availability of the Internet or a portion thereof, actions by a governmental authority (such as a moratorium on any activities related to this Agreement or changes in Laws), telecommunication or Internet network failures or brown-outs, failures or unavailability of third party systems, networks or software, flood, earthquake, fire, lightning, epidemics, war, acts of terrorism, riots, civil disturbances, sabotage, power grid failures, and denial of service attacks and other hacking attacks. Neither Party shall be liable for any loss, damage or penalty resulting from delays or failures in performance resulting from Force Majeure Events (except for any obligations of Customer to make payments to EUNA hereunder). The Party affected by the Force Majeure Event will promptly notify the other Party and will resume performance when the Force Majeure Event is no longer effective and the impact has been remediated.

32. Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

33. Government Use. The SAAS Offering, Documentation are “commercial items” as that term is defined in FAR 2.101, consisting of “commercial computer software” and “commercial computer software documentation,” respectively, as such terms are used in FAR 12.212 and DFARS 227.7202. If the SAAS Offering or Documentation are being acquired by or on behalf of the U.S. Government, then, as provided in FAR 12.212 and DFARS 227.7202-1 through 227.7202-4, as applicable, the U.S. Government’s rights in the foregoing will be only those specified in this Agreement. Customer’s rights in the SAAS Offering and Documentation are limited to those expressly granted in Section 3.

34. Cooperative Statement. Other government organizations and educational or health care institutions may elect to participate in this Agreement (piggyback) at their discretion provided EUNA also agrees to do so in writing.

[signature page follows]

The Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

American Fork City, Utah

By _____

Name: David Bunker

Title: City Administrator

Questica LTD.

By _____

Name: Wes Van de Polder

Title: Sales Director

EXHIBIT A
Initial Order Form

Quotation ID#: American Fork City, UT - RFP

Description	Qty	Total
Questica Budget Framework – All Modules		
Operating Licenses	Unlimited	
Personnel Planning & Budgeting Licenses	Unlimited	
Capital Licenses	Unlimited	
Unlimited Read Only Licenses	Included	
Performance Measures	Included	
Allocations	Included	
Statistical Ledger	Included	
OpenBook Transparency	Included	
Budget Book Studio	Included	
Questica Year 1 Software Subscription (including maintenance, support, and hosting)		\$ 30,000.00
Professional Services (Per Statement of Work)		
Planning & Analysis	Included	
Installation	Included	
Data Load & Verify	Included	
Training	Included	
Project Management	Included	
Operating Integrations Actuals Import, Budget Export	Included	
Capital Integrations: Actuals Import, Budget Export	Included	
Total Questica Professional Services (one-time fee)		\$ 15,000.00
Grand Total Year 1		\$ 45,000.00

Attachment: American Fork City UT - Euna (Questica) Subscription Agreement (Budget Software Licencing Agreement)

Pricing Notes

Quotation ID#: American Fork City, UT - RFP

Pricing valid through: **January 10th, 2024**

- Questica annual subscription is based on a 3- year term
- Questica will apply a 3% inflationary increase beginning in year 2
- Questica Annual fees
 - Year 1 is \$45,000.00 (SaaS and Professional Services)
 - Year 2 is \$30,900.00 (includes 3% increase)
 - Year 3 is \$31,827.00 (includes 3% increase)
 - Year 4 is \$32,781.81 (includes 3% increase)
 - Year 5 is \$33,765.26 (includes 3% increase)
 - Total 5 Year contract is \$174,274.07
- Above pricing in USD
- Applicable Taxes Extra
- **Terms of Payment:**
 - Software Subscription (including annual maintenance, support, and hosting services):
 - Due 100% upon Contract Effective Date (Net 30) and annually in advance for future years
 - Professional Services:
 - Due 100% upon Contract Effective Date (Net 30)

EXHIBIT B

STATEMENT OF WORK

System Hosting

Server

Production & Test Instances of Questica Budget

Questica will install a production instance of Questica Budget in a cloud hosted environment, as per the signed hosting agreement. The implementation will be carried out directly on the “production” system.

A second system, for testing, will be created by copying the production system on request. Questica will service a reasonable number of such copies, at the discretion of the Questica project manager. Questica reserves the right to delete test systems left unused for an extended period of time. In such a case, The Customer may have a test system reinstated when needed, by requesting a copy of the current production system.

Production Instance of OpenBook

Questica will install a single instance of OpenBook in a cloud hosted environment.

Project Management & Analysis

Questica and The Customer agree that the implementation of Questica Budget is a shared responsibility. Neither Questica nor The Customer is expected to have resources available to mitigate timeframe slippage caused by the other party. Delays on the part of The Customer, including putting the project on temporary hold or changes in project personnel, may result in a Change Order to cover the cost of restart, rework, rescheduling, and retraining.

Questica Project Lead

Questica will assign a lead analyst/project manager, hereafter referred to as the “PM”, to lead the implementation on Questica's behalf. The PM will carry out most project management, analysis, and configuration activities. They will engage other Questica staff to fulfill deliverables according need.

All work with the Questica PM will be carried out “off-site” and contact will be via email, telephone, video conference, and remote desktop sharing. A SharePoint repository will be provided by Questica for housing project documentation and exchanging data load spreadsheets.

The project management responsibilities of Questica's PM are as follows:

- a) Coordinate the development of the project timeline with The Customer's project manager.
- b) Ensure the timely execution of Questica's deliverables.
- c) Ensure that members of The Customer team are sufficiently educated in the Questica Budget application to understand the implications of design decisions.
- d) Advise The Customer of expected completion dates for “Customer task” identified within this SoW.
- e) Advise The Customer of the impact if any Questica or Customer deliverable is advanced or delayed.
- f) Track and communicate issues through an “issue log”.
- g) Author, and coordinate the approval of, change orders.

The Customer's Project Lead

The Customer will assign a resource as their project lead. This person may be a project manager or senior member of the budget office/financial team. The role and responsibilities of this resource are as follows:

- a) Act as primary communication point with the Questica PM.

- b) Provide definitive responses to the Questica PM on all decision points.
- c) Ensure the timely execution of The Customer's deliverables, as identified within this SoW.
- d) Advise the Questica PM of expected completion dates for these tasks.
- e) Ensure that implementation training material is reviewed in a timely manner.
- f) Ensure that all Customer team members have a clear understanding of their roles and responsibilities in the implementation.
- g) Ensure that all Customer team has sufficient understanding of the product and the implementation to make their decisions and complete their deliverables.
- h) Approve (sign-off) on Questica deliverables.
- i) Certify that change orders contain a full specification of the changes required.

The Customer will have access to training materials, such as videos, online in the Questica Academy.

Data Loading

The Customer is encouraged to load the data, under the guidance of the Questica PM and supporting implementation material. This approach is the best means to full understanding in the shortest possible time.

Where the Questica PM needs to load data on The Customer's behalf (where noted in the *Scope of Implementation Services* below), the data must be provided to Questica in Excel workbooks; and must be "clean", consistent, and complete. The Questica PM is not responsible for cleaning data, will not load data "piecemeal", and will not repeatedly load data in order to repair issues and/or add missing information. Further data loads/reloads can be performed by The Customer using the software's user interface.

Integrations

Integrations are the automation of data exchange between Questica and 3rd party systems. This will use files transferred to/from an SFTP or FTPS server provided by Questica, except where alternatives are explicitly noted as options in the *Scope of Implementation Services* below.

Questica does not offer services to build the 3rd party system end of integrations. The Customer is responsible for creating data sources and destinations within their 3rd party systems, either through their IT team or through their system's integrator. Alternatively, manual exports and imports are a practical way to transfer data.

Scope of Implementation Services

Questica Budget Configuration & Shared Components

Function, Feature, or Service	Description	Scope
Initial Data Load of Chart of Account Data	Configuration and data import of the following Questica standard data structures: • Division/Department hierarchy. • Fund Categories and Funds. • Account Categories and Expense and Revenue GL Accounts. • Other COA dimensions. Questica will work with the customer to determine the most efficient and effective manner to acquire this data from existing systems.	In scope: All reasonable data required to support a chart of accounts, roll-ups, additional chart categorizations, budgets, and actuals.
Budget Process Configuration	Define and configure the statuses, stages, snapshots, additional fields, forms, grids, and change request types required to support all fundamental budgeting processes. The implementation assumes centralized budgeting and a standard budget development process along the lines of base budget, to department request, through budget office review, and council/board approval. <i>The Customer is able to increase the complexity of the budget process beyond this simple model, using the software's user interface, following training.</i>	In scope: Questica and The Customer will work cooperatively to define and configure all fundamental budgeting processes.
Application Level Security	Configuration of user accounts and role-based security, modelling a standard "pipeline" budget development and management process. <i>The Customer is able to increase the complexity of security beyond this simple model using the software's user interface following training.</i>	In scope: It is important that The Customer understands the security configuration. Questica's PM will provide advice, instruction, discuss configuration strategies, and create "template" security roles.
Project Management, Configuration & Analysis	The fixed price cost includes overhead of project management and analysis by the PM during implementation. <i>Should implementation project management and consulting be required beyond the scoped period, additional time may be purchased at Questica's standard services rate.</i>	In scope: Service provided until all other services are delivered or 20 weeks contiguous from project kick-off, whichever occurs first.

Operating Module

The Operating module is In scope.

Function, Feature, or Service	Description	Scope
Configuration & Initial Data Load Questica will work with the customer to determine the most efficient and effective manner to acquire this data from existing systems.		
Import Costing Centers	Configuration and data import of standard Questica Operating data structures. At a minimum, the data will be sufficient to: • Create Costing Centers (for each historical and current/future budget year to be loaded). • Add Costing Centers to Departments. • Associate Costing Centers with Funds. • Define Budget Promotion Stages.	In scope
Import Budgets	Import multiple years of Operating budget: • Create dollar budget line items with GL Accounts (or The Customer's equivalent thereof) ... at the Costing Center level. The budgets must be imported in year order from oldest to newest. <i>* If budgets change after the initial data load, the client can update it directly within the system.</i>	In scope: 2 prior years + current fiscal year budgets The Customer can import additional years at their discretion (there is no system restriction).
Integrations		
Budget Export Integration	Interface to export the adopted budget from Questica into The Customer's general ledger system. Data can be extracted into a text ("CSV") file, an Excel® workbook, or through a RESTful API call to a Questica ad hoc view. The implementation allows for a reasonable number of simple automated transformations such as basic filtering, field concatenation or splitting, flipping revenue signs. <i>* If a custom integration is required (for example to accommodate dynamic mapping of data due to legacy systems or non-normalized GL Account structures) then please discuss adding this for a one-time set-up fee.</i>	In scope: 1 point of budget export integration.
Budget Amendments Export Integration	Interface to transfer individual approved amendments to the Operating budget, from Questica Budget to The Customer's general ledger, or the other direction as required. This interface is required only in the case where amendments must be synchronized between the two systems and where the general ledger cannot be updated by re-running the full export provided in the item in the "Budget Export" item above. <i>* If this integration is required, then please discuss adding this for a one-time set-up fee.</i>	Not in scope

GL Actuals Import Integration	Interface to copy/import financial Actuals into the Questica Operating module from The Customer's general ledger system. This interface can be automated to run on a schedule. Data to be imported will need to be in a standard "CSV" formatted file with the following required fields/columns, in the order listed. 1. AccountStructure 2. TransactionDate 3. Amount Additional fields/columns may be added, upon the discretion of The Customer, as long as they follow Questica Budget's format. Actuals can be individual transactions or monthly balance by account structure. The implementation allows for a reasonable number of simple automated transformations such as flipping revenue signs or date formats. Transactions will be imported provided that the data element can be unambiguously matched to a pre-existing record (for example costing center, fund and GL account). An exception report is provided for data elements which cannot be matched. The import integrations will not create accounts, or segments of the account, in the case that the account or segment does not already exist in Questica. <i>* If a custom integration is required (for example to accommodate dynamic mapping of data due to legacy systems or non-normalized GL Account structures; or to read the actuals using a Web API) then please discuss adding this for a one-time set-up fee.</i>	In scope: 1 point of actuals import integration.
Optional Features	The following optional add-ins offer functionality necessary for very specific budgeting activities, as described. If "Not in scope" then these features are not part of the purchased Questica package.	
Allocations Add-in	The Questica Budget Allocations add-in, to automatically transfer specific budget lines to multiple costing centers. If the Capital module is in scope then budget lines can also be allocated to projects.	In scope: Shared task: The Customer will receive assistance from the Questica PM to create a subset of the required allocations which can then be referenced by The Customer to create the full required set.
Statistical Ledger Add-in	The Questica Budget Statistical Ledger add-in, to budget for non-general ledger and non-monetary values, rates and quantities (within costing centers). Also provides a convenient source of non-monetary data for the Performance Measures module.	In scope: 2 prior years + current fiscal year budgets The Customer can import additional years at their

		discretion (there is no system restriction).
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Personnel Planning & Budgeting Module

The Personnel Planning & Budgeting module is in scope.

Function, Feature, or Service	Description	Scope
Configuration & Initial Data Load		
Due to access limitations is unlikely that the Questica PM is able to perform the data extraction and will require The Customer to provide this data in Excel workbooks.		
The Questica Personnel module is not loaded or used for <u>historical</u> fiscal years. It will be configured only for one fiscal year which should be either:		
- Current fiscal year: The Customer will be able to verify the structure by “publishing” the Salaries to their current budget and making a comparison, but the position/employee data will be stale by one year and will need updating when rolling to the new budget year. - New budget year (first year for which a new budget is being built using Questica).		
Note that once in the system all salaries data is rolled with the Operating budget when creating a new budget year. It does not need to be reloaded, simply updated to match the current state.		
Import Positions & Employees	Load the lists of Employees and associated data; and Positions and their associated data (including incumbent Employee).	In scope
Import Grades & Scales	Load the list of Grades and their associated data, and any contracted pay Scales (hourly by “Step”).	In scope
Configure Benefits (“Modifiers”)	Create “modifiers” to generate supplementary personnel costs such as benefits, allowances, payroll taxes, and insurance. Note that modifiers are not simple 2-dimensional data that can be represented in a spreadsheet. It is not possible to load modifiers in bulk from Excel® workbooks. The Questica system is pre-loaded with example modifiers that The Customer may find useful to use as-is, or for copying and editing to generate the supplementary personnel costs appropriate to their organization. <i>*While <u>most</u> supplementary personnel costs can be configured and auto-calculated using “modifiers”, on occasion the rules and arithmetic of certain costs cannot be modelled and either need to be manually calculated and entered by The Customer or accommodated through custom modifiers which can be added to the implementation for a one-time setup fee.</i>	Shared task: The Customer will receive assistance from the Questica PM to create a subset of the required modifiers which can then be copied and edited by The Customer as many times as needed to create the full required set.
Import Position/Costing Center Allocations	Load the “allocation” of Positions to the Costing Centers, to assign payroll costs of those Positions.	In scope

	Each Position may be split between multiple Costing Centers. Within each Costing Center, all payroll costs are consolidated to the account string level. You may also choose to configure the system such that it splits the costs to a more detailed level.	
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Capital Module

The Capital module is In scope.

Function, Feature, or Service	Description	Scope
Configuration & Initial Data Load		
Questica will work with the customer to determine the most efficient and effective manner to acquire this data from existing systems.		
Import Capital Projects	Configuration and data import of standard Questica Capital data structures. At a minimum, the data will be sufficient to: - Create Projects (including closed projects where historical budget is being loaded). - Add Projects to the list of Departments that are consistent with, and shared by, the Operating module. - Define Project Promotion Stages. The configuration data may optionally contain data to: - Define Asset Categories & Asset Types. - Define a Single Set of Project Ranking Metrics.	In scope
Import Budgets	Import multiple years of Capital budget: Create dollar budget line items with GL Accounts (or The Customer's equivalent thereof) ... at the Project level. The budgets must be imported in year order from oldest to newest. <i>* If budgets change after the initial data load, the client can update it directly within the system.</i>	In scope: 2 prior years + current fiscal year budgets The Customer can import additional years at their discretion (there is no system restriction).
Integrations		
Budget Export Integration	Interface to export the adopted budget from Questica into The Customer's general ledger or project control system. Data can be extracted into a text ("CSV") file, an Excel® workbook, or through a RESTful API call to a Questica ad hoc view. The implementation allows for a reasonable number of simple automated transformations such as basic filtering, field concatenation or splitting, flipping revenue signs. <i>* If a custom integration is required (for example to accommodate dynamic mapping of data due to legacy</i>	In scope: 1 point of budget export integration.

	<i>systems or non-normalized GL Account structures) then please discuss adding this for a one-time set-up fee.</i>	
Actuals Import Integration	Interface to copy financial Actuals into the Questica Capital module from The Customer's general ledger or project control system. This interface can be automated to run on a schedule. Data to be imported will need to be in a standard "CSV" formatted file with the following required fields/columns, in the order listed. 4. AccountStructure 5. TransactionDate 6. Amount Additional fields/columns may be added, upon the discretion of The Customer, as long as they follow Questica Budget's format. Actuals can be individual transactions or monthly balance by account structure. The implementation allows for a reasonable number of simple automated transformations such flipping revenue signs or date formats. Transactions will be imported provided that the data element can be unambiguously matched to a pre-existing record (for example costing center, fund and GL account). An exception report is provided for data elements which cannot be matched. The import integrations will not create accounts, or segments of the account, in the case that the account or segment does not already exist in Questica. <i>* If a custom integration is required (for example to accommodate dynamic mapping of data due to legacy systems or non-normalized GL Account structures; or to read the actuals using a Web API) then please discuss adding this for a one-time set-up fee.</i>	In scope: 1 point of actuals import integration.

Performance Measures Module

The Performance Measures module is in scope.

Function, Feature, or Service	Description	Scope
Configuration & Initial Data Load		
Measure Categories and Units	Configuration of Performance Measure Categories and Units of Measure.	In scope
Measures	The Customer will receive training to determine how to enter Performance Measures into the system.	Shared task: The Customer will receive assistance from the Questica PM to create a subset of the required measures which can then be referenced by The Customer to create the full required set.
Scorecards	The Customer will receive training to determine how to configure Performance Measure Scorecards within the system.	Shared task: The Customer will receive assistance from the Questica PM to create a subset of the required scorecards which can then be referenced by The Customer to create the full required set.

OpenBook

Use of Questica's OpenBook transparency portal is included in this system.

Function, Feature, or Service	Description	Scope
Setup & Connection	Create OpenBook instance. Connect to Questica Budget production instance with out-of-the-box API and test connectivity.	In Scope
Analysis & Design	- Post-training review of concepts and process with The Customer, including the visualization types, their purpose and appropriate Questica Budget data sources. - Assistance in determining initial set of visualizations. - Review the editing and publishing of datasets from Questica Budget to OpenBook. - Determination of non-Questica Budget data sources.	In Scope
Questica Budget Configuration	Creation of "ad hoc views" in Questica to support data requirements of The Customer's OpenBook (as determined during analysis & design), typically: - Budget - Actual - Budget vs Actual	Shared task: The Questica PM will assist in configuring a reasonable number of views for the initial set of OpenBook data visualizations.
OpenBook General Configuration	Configuration of OpenBook settings, profile, UI options, and admin user.	In Scope

OpenBook Visualization Configuration	Creation of “Visualizations” in OpenBook using out-of-the-box Visualization templates, sourcing data from Questica Budget dataset and ad hoc spreadsheets.	Shared task: The Questica PM will assist in configuring a reasonable number of OpenBook data visualizations as the initial set. The customer may continue to add visualizations throughout their use of OpenBook.
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Budget Book Studio

Questica’s Budget Book Studio is included in this system.

Self Guided Budget Book Studio Implementation

The Client will be responsible for creating the Views in Questica Budget and using the training content provided to guide through configuring the layout and content of that data in each Digital Budget Book you build. Euna’s assistance in this shall be delivered remote over a period not exceeding 8 weeks and a total of 8 hours. Where the source system is not Questica Budget, the customer is responsible for providing clean well-organized data in CSV files for upload. The client will need to provide the project lead with a well formatted sample of the intended budget book in order to provide recommendations for how to recreate that sample in Budget Book Studio.

Function, Feature, or Service	Description	Statement of Work
Budget Book Analysis	The Euna project lead will do an initial analysis of the existing Budget Book. This will be used to inform recommendations on configuration changes needed to the Euna Budget data model to accommodate the budget book layout. This will also be used to make recommendations for the creation of Views within Euna Budget, in order to pull the data identified in the sample into Budget Book Studio for a report or section of a report within the sample budget book. This will also be used to provide suggestion how to ideally use the native Budget Book Studio functionality in order to produce a budget book similar to the sample budget book	In Scope
Review of Account Structure Data Model	The Euna project lead will do an analysis of the client's existing data model in Euna Budget Pro in order to determine how recommended configuration changes will need to be made to accommodate the sample budget book in line with what the client already has configured.	In Scope

Account Structure Configuration Changes	Within Questica Budget, an existing account string should already be set for data elements such as: • Division/Department hierarchy; • Fund Categories and Funds; • Account Categories and Expense and Revenue GL Accounts • Statistical Account Categories and Statistical Accounts • Other Chart of Account Segment Values • Performance Measure Units The Questica Budget Implementation may include services to setup the account structure configuration for the items listed above. However, the Budget Book Studio implementation does not include services to make substantial changes to the existing account string or relationships between the account string data structures that were created during the initial Questica Budget implementation. It only includes building additional entities/fields upon existing data elements to account for missing data compared to the sample budget book. This includes fields such as narrative fields or entities such as roll-up reporting elements to support data aggregation in reports.	Not in Scope
Import Supporting Data within Questica Budget	The Euna project lead will do an analysis of the client's existing data model in Questica Budget in order to determine how recommended configuration changes will need to be made to accommodate the sample budget book in line with what the client already has configured. Should data importing be needed into any additional entities/fields that have been newly configured in the data model, the client is responsible for importing data values in those entities/fields	Customer Task
Import Supporting Data within Budget Book Studio	The Euna project lead will train the client on the features available within Budget Book Studio and guide the client through ideal use of the features in order to develop the sample budget book. The client will be responsible to load any data directly in Budget Book Studio as needed to support creation of the Budget Book	Customer Task
Data Model Configuration & Testing Integration from Questica Budget	Following the budget book analysis and review of account structure data model, the Euna project lead will run working sessions to do some initial configuration needed to the existing data model with entities/fields to support creation of the sample budget book layout in Budget Book Studio as well as provide guidance to the client on the creation of custom entities, fields and Views.	In Scope

Train the Trainer Training	Euna will provide training through online content and webinar style training sessions, including an optional introduction for newcomers to OpenBook.	In Scope
Guidance on Budget Book Creation	Provide guidance to client on how to complete client-owned tasks, such as: 1. Manual input of values deemed non-automatable 2. Insertion of unstructured data from files such as images, maps, award certificates, and charts 3. Sharing experience of layout and content options	In Scope
Budget Book Creation	Euna will not create the provided budget book sample within Budget Book Studio. They will provide configuration of the Euna Budget Pro data model, analysis on essential View creation, training on the Budget Book Studio product, expertise on best use of the Budget Book Studio features and support through the initial budget book creation steps.	Customer Task

Training

The following list details the proposed training. The PM and The Customer will determine the final training plan. Topics may be swapped to receive more of one and less of another, provided that the total amount of training does not exceed the proposed plan.

Training Topic	Description	Scope
Implementation	A Questica Budget Implementation Guide, along with a Project/Milestone Plan, identifies all steps involved in the implementation process. This guide references pre-recorded training videos, job aids, etc. After which a PM will address Customer questions and provide advice as needed.	Customer task
Administration	Training in Questica Budget administration is delivered via a series of training courseware, such as pre-recorded videos, after which a PM will address Customer questions and provide advice as needed.	Customer task
Administrator Authored Reporting	Training in the use of ad hoc views and dashboards is delivered via pre-recorded training videos, after which a PM will address Customer questions and provide advice as needed. Questica also provides instructional videos on the use of the Report Builder 3.0 report authoring tool but recommends that users make use of the many online resources to gain expertise in this tool.	Customer task
Allocations	Training in Questica Budget's Allocations feature is delivered via a pre-recorded training video, after which a PM will address Customer questions and provide advice as needed.	In scope
Change Request	Training in Questica Budget's Change Requests feature is delivered via a pre-recorded training video, after which a PM will address Customer questions and provide advice as needed.	Customer task
Statistical Ledger	Training in Questica Budget's Statistical Ledger feature is delivered via a pre-recorded training video, after which a PM will address Customer questions and provide advice as needed.	In scope
Operating Module	Training in the use of Questica Budget's Operating module is delivered in one "live" training session. This session can be recorded and made available online to your users only.	In scope
Personnel Planning & Budgeting	Training in the use of Questica Budget's Personnel Planning & Budgeting module is delivered in one "live" training session. This session can be recorded and made available online to your users only.	In scope
Capital Module	Training in the use of Questica Budget's Capital module is delivered in one "live" training session. This session can be recorded and made available online to your users only.	In scope
Performance Measures	Training in Questica's Performance Measures module is delivered via a series of pre-recorded training videos, after	In scope

	which a PM will address Customer questions and provide advice as needed.	
OpenBook	Training in Questica's OpenBook module is delivered via a series of pre-recorded training videos, after which a PM will address Customer questions and provide advice as needed.	In scope

Customizations

Custom Integrations, Business Rules (CBRs), Modifiers, User Interface

This SoW does not include the development of customizations. Customizations can be accommodated upon receipt and acceptance of a change order and will extend the implementation timeline.

Custom Reports and Report Entities

This SoW does not include the development of custom reports or report entities. Custom reporting can be accommodated upon receipt and acceptance of a change order.

Change Orders

Any changes to the agreed scope, including changes requested by The Customer within the warranty period of customizations, shall be the subject of a new change order and the work to be carried out thereunder shall be separately estimated, agreed, and billed. Questica and The Customer must draw up an agreement of design detail and cost estimate before Questica undertakes any customizations.

The work shall be billed on a time and materials basis at the contracted rate in effect at the time of estimation. Should The Customer require a more detailed design and estimate, this can be prepared, however the investigation will be billable as the design of customizations is a significant part of the work.

Warranty

Once completed, any custom work shall be warranted by Questica in accordance with the "Technical Support Services" section of the Questica Software License Agreement.

EXHIBIT C

HOSTING, MAINTENANCE, TECHNICAL SUPPORT SERVICES

- (A) **Hosting Services.** EUNA shall provide technical support and the associated hardware infrastructure to maintain the various EUNA databases in a hosted environment. This includes performance tuning, database backups, disaster recovery availability, applying software upgrades and patches at the direction of the Customer, performing 24X7 server monitoring. Hosting Services do not include:
- I. Testing customizations during an upgrade
 - II. Restoring a database backup required because of a Customer error
 - III. Migrating data or reports among instances (example: from training or testing to production)

EUNA may at its sole discretion, periodically make reasonable modifications or changes to the Hosting Services provided.

Customer is responsible for ensuring that its personnel have sufficient training to attain and maintain competence in the operation of the Software.

Technical support relating to the Hosting Services is available through EUNA's normal business hours, Monday through Friday, 8:00am through 8:00pm, Eastern Standard Time on Business Days. Extended coverage is available for an additional fee. EUNA will provide an initial response to all properly submitted support requests within two (2) business hours of initial submission.

- (B) **Product Maintenance.** On an as-available basis, EUNA will provide enhancements, modifications or upgrades to the Software as EUNA may from time to time make available to its Customers generally ("Updates") but excluding any New Product (a "New Product" being a solution which, in EUNA's determination and subject to general industry standards, does not replace the Software licensed hereunder.) Updates do not include:
- I. Platform extensions including product extensions to (i) different hardware platforms; (ii) different windowing system platforms; (iii) different operating system platforms
 - II. New applications
 - III. Services associated with the application or installation of Updates

If requested, EUNA will provide assistance in the testing of any site-specific customizations. EUNA will provide a quote for any required rework associated with customizations resulting from the upgrade.

- (C) **Technical Support Services.** EUNA will provide phone and e-mail based technical support of a reasonable nature as described herein. A technical support incident or problem is a single user defined problem seeking resolution. It must be related to the original intent and design of the software. Technical Support Services include the support of EUNA supplied integrations that have not been modified by the Customer. Each Technical Support Service incident is deemed closed when a remedy, workaround, or recommendation for the installation of a current maintenance release has been offered, and a commercially reasonable effort has been made to restore operation to the original intent and design of the Software. Technical Support Service does not include:
- I. Custom programming services;
 - II. On-site support;
 - III. Customer developed interfaces, API interactions, or customizations;
 - IV. Customer developed reports;
 - V. End-User training or re-training;
 - VI. Customer hardware or network issues;
 - VII. Correction of data issues derived from user error or Software misuse;
 - VIII. Changes to EUNA developed custom reports or Permitted Customizations (including EUNA supplied custom business rules or customized user screens) that are outside the scope of the accepted specification, Statement of Work, or authorized change requests;

- IX. Corrections to EUNA developed custom reports or Permitted Customizations beyond six (6) months from the date of delivery (the upgrade protection period); and
- X. Changes to integration functionality made necessary due to Customer server modifications/replacement, or changes by upgrades or changes to the integrated financial system software or hardware.

EUNA may at its sole discretion, periodically make reasonable modifications or changes to the Technical Support Services and/or Product Maintenance Services provided.

Customer is responsible for ensuring that its personnel have sufficient training to attain and maintain competence in the operation of the Software.

Technical Support Service is available through EUNA's normal business hours, Monday through Friday, 8:00am through 8:00pm, Eastern Standard Time on Business Days. Extended coverage is available for an additional fee.



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
OCTOBER 22, 2024**

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

AGENDA ITEM Review and action on a resolution to accept/deny the petition for annexation of the Chipman/Stake Center Annexation, consisting of approximately 24 acres at 515 South 100 West.

SUMMARY RECOMMENDATION

Staff would recommend approval.

BACKGROUND

The applicants are proposing annexing into American Fork to build a single family development and a church. There are many different property owners going into the annexation of property, such as The Church of Jesus Christ of Latter Day Saints, the Chipman family, and American Fork City. All are coming into together for the annexation, but will have separate development applications that are oriented towards their own developments, such as the stake center and single family development.

If/when the annexation agreement is approved, the annexing properties will be given the PR-3.0 zoning designation that allows for planned unit developments. They will also be required to follow associated General Plan requirements, such as a Shared-Use Path along the American Fork City River.

BUDGET IMPACT

N/A

SUGGESTED MOTION

ACCEPTANCE OF PETITION

Move to adopt the resolution accepting the petition for annexation of the Chipman/Stake Center, consisting of approximately 24 acres at 515 South 100 West.

DENIAL OF PETITION

Move to deny the petition for annexation of the Chipman/Stake Center, consisting of approximately 24 acres at 515 South 100 West.

SUPPORTING DOCUMENTS

4. Resolution accepting the Petition for Annexation - Chipman Stake Center Annexation (PDF)
Chipman and Stake Center Annexation - Draft Report to Council (PDF)

RESOLUTION NO. _____**A RESOLUTION ACCEPTING A PETITION FOR ANNEXATION OF APPROXIMATELY 24 ACRES LOCATED AT 515 SOUTH 100 WEST, KNOWN AS THE CHIPMAN/STAKE CENTER ANNEXATION, INTO AMERICAN FORK CITY.**

WHEREAS, on October 7, 2024, the owners of certain real property, the Chipman Family Trust, Church of Jesus Christ of Latter-Day Saints, John D. & Elaine Watson, and American Fork City filed a petition with the city recorder requesting that property located at approximately 515 South 100 West 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 approximately 24 acres of real property knowns as the Chipman/Stake Center Annexation as set forth on Exhibit B under the provisions of Utah State Code and hereby refers the petition to the city recorder for review pursuant to Utah State Code §10-2-405(2).

ADOPTED AND PASSED BY THE AMERICAN FORK CITY COUNCIL this ____ day
of _____, 2024.

Bradley J. Frost, Mayor

ATTEST:

Terilyn Lurker, City Recorder



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

Petition for Annexation

Petition Title: **Chipman/Stake Center Annexation**

Property Location: **700 S 100 W American Fork, UT**

Acreage: **23.991**

Property Owner Names:

Property Address:

Parcel ID#:

Chipman Family Trust

500 S 100 W American Fork

**130500252, 130500191,
130500239**

**The Church of Jesus Chris of Latter-day
Saints, a Utah Corporation Sole**

651 S 100 W American Fork

**130500172, 130500240,
130500149**

American Fork City Inc

700 S 100 W American Fork

130500262, 130660024

John D & Elaine Watson

455 S 100 W American Fork

130500249

(Attach Additional Sheets if needed)

Sponsor Name: **Devin Chipman**

Phone: _____

Address: _____

Email Address: _____

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

RECEIVED

Date: 10.7.21

American Fork City

Recorder's Office

Packet Pg. 63

Attachment: 4. Resolution accepting the Petition for Annexation - Chipman Stake Center Annexation (Chipman/Stake Center 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.

John Watson

Signature

John D Watson

Printed Name

130500249

Parcel ID

455 S 100 W American Fork, UT

Address

Telephone Number

Email Address

Elaine Watson

Signature

Elaine Watson

Printed Name

130500249

Parcel ID

455 S 100 W American Fork, UT

Address

Telephone Number

Email Address

Additional Signatures Continued on Attached Page

Signature

Printed Name

Parcel ID

Address

Telephone Number

Email Address

(Attach additional Sheets as needed)

Chipman/Stake Center Annexation – Continued Petition for Annexation Signatures

Signature Howard Schmidt Howard Schmidt, as Trustee of the Chipman Family Trust

Parcels: 130500252, 130500191, 130500239

Address:

Email:

Phone:

Signature James Dzinoku James Dzinoku, as Area Project Manager of The Church of Jesus Christ of Latter-day Saints, a Utah Corporation Sole.

Parcels: 130500172, 130500240, 130500149

Address: 50 E North Temple, SLC, Utah 84150

Email: jdzineku@churchofjesuschrist.org

Phone:

Signature Bradley J. Frost, (name) Bradley J. Frost, as (title) Mayor
of American Fork City INC

Parcels: 130500262, 130660024

Address: 51 E Main St, American Fork, UT 84003

Email:

Phone:

AMERICAN FORK CITY

MEETING DATE: October 22nd, 2024**Memo**

TO: American Fork City Council

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

RE: Staff Report for Chipman and Stake Center Annexation(Parcel ID: 13:050:0249; 13:050:0252; 13:050:0191; 13:050:0239; 13:050:0240; 13:050:0172; 13:050:0149; 13:050:0262; 13:066:0024)

BACKGROUND INFORMATION		
Location:		Approximately 50 W 600 S
Parcel ID:		13:050:0249; 13:050:0252; 13:050:0191; 13:050:0239; 13:050:0240; 13:050:0172; 13:050:0149; 13:050:0262; 13:066:0024
Applicants:		Devin Chipman; Mike Davey
Proposed Land Use:		Residential Low Density
Surrounding Land Use:	North	Residential Low Density
	South	Residential Low Density
	East	Residential Low Density
	West	Residential Low Density
Proposed Zoning:		PR-3.0
Surrounding Zoning:	North	R2-7500
	South	Unincorporated Territory
	East	Unincorporated Territory
	West	RA-1; R1-9000; R1-12000

Section 17.20.050 of the American fork Municipal Code Outlines the following procedures for Annexation Applications:

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

proposed annexation creates an unincorporated island or peninsula, the sponsor will be so advised and informed of alternative procedures to request annexation by resolution, if applicable.

2. A complete application for annexation shall be filed with the City Recorder.
3. The Planning Department will schedule the annexation request on the next available Development Review agenda.
4. City staff will review the application and prepare an annexation report for the Planning Commission and City Council. The report shall identify:
 - a. Potential demand for City facilities and services;
 - b. Consistency with the American Fork City General Plan, including the achievement of goals and policies of the American Fork City General Plan and identifying any revisions and amendments of the General Plan required by the annexation;
 - c. The identification of the distance from existing city utility lines to the boundary of the annexing property;
 - d. Zoning required or recommended;
 - e. Distances to public schools, parks and shopping centers for traffic generated by the proposed land uses;
 - f. Timetable for extending city provided utility lines and services to the area and how these services will be financed, if applicable
5. The City Council may decide to either accept the annexation application for further review or deny the application. Denial of an application for annexation will have the effect of ending any further review of the proposed annexation. In order to have the land annexed into American Fork City, the applicant will need to resubmit the proposed annexation as a new application and satisfy the requirements of this Chapter including the payment of all review fees.
6. If the annexation request is accepted for further review, proper notice shall be given in accordance with the annexation requirements contained in the Utah State Code.
7. A public hearing (10-day notice) will be scheduled with the Planning Commission for review and recommendation of the proposed zoning designation for the annexation.
8. Following the Planning Commission's review and recommendation on zoning and after all required notice has been met, a public hearing will be scheduled with the City Council for final approval of the annexation, including zoning designation.
9. An annexation agreement must be signed and applicable requirements met, including any water dedication requirements, prior to annexation plat recording and ordinance publication.

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

STAFF FINDINGS:

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

- 1. Potential demand for City facilities and services:**

The applicant requires connections to sewer, water, and pressurized irrigation. The master plans project the following for the proposed annexation areas, 112.08 ERC for culinary water, 12.03 acres for pressurized irrigation, and 112.08 ERU for sanitary sewer. The applicant will also require storm drain management for the proposed annexation areas. The annexation area is adjacent to 100 West Street, which is identified on the transportation master plan as a minor collector. A portion of 700 South, which is identified on the transportation master plan, traverses the annexation area.

- 2. Consistency with the American Fork City General Plan, including the achievement of goals and policies of the American Fork City General Plan and identifying any revisions and amendments of the General Plan required by annexation:**

- a. The American Fork Land Use Plan, as identified in the General Plan, highlights the use of this parcel as a Residential Low-Density designation. The Land Use designation informs the zoning that will be allocated to the property. The American Fork Bike and Pedestrian Plan will also show the property having a Shared-Use Path associated with development. The Shared-Use Path will need to be a minimum of 10' in width and follow along the American Fork City River.

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

The annexation area is adjacent to 100 West Street, which contains a 12-inch ductile iron water line, 6-inch pvc pressurized irrigation line, and an 8-inch sanitary sewer. The nearest storm drain main line is located on the west side of 100 West at 700 South.

- 4. Zoning required or recommended:**

- a. PR-3.0; Planned Residential Zoning

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

- a. Schools:
 - i. Polaris High School: ~ 0.9 Miles
 - ii. American Fork High School: ~ 1.84 Miles
 - iii. American Fork Junior High: ~ 2.50 Miles
 - iv. Greenwood Elementary: ~ 0.50 Miles
 - v. Forbes Elementary: ~ 1.23 Miles
 - vi. Barratt Elementary: ~ 1.81 Miles
 - vii. Shelly Elementary: ~ 1.62 Miles
 - viii. Legacy Elementary: ~ 2.61 Miles
- b. Parks:
 - i. Boat Harbor: ~ 1.53 Miles
 - ii. Monarch: ~ 0.54 Miles
 - iii. Greenwood: ~ 0.34 Miles
 - iv. Rotary: ~ 0.50 Miles
 - v. Bicentennial: ~ 0.35 Miles
 - vi. Lions: ~ 0.78 Miles
 - vii. Robinson: ~ 0.78 Miles
 - viii. Chipman: ~ 0.91 Miles
 - ix. Easton Park: ~ 1.18 Miles
 - x. Bamberger: ~ 1.51 Miles
- c. Planned Shopping Centers (SC-1 Zones):
 - i. Eastern SC-1 Zone: ~ 1.09 Miles
 - ii. Western SC-1 Zone: ~ 1.54 Miles

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

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



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
OCTOBER 22, 2024**

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

AGENDA ITEM Review and action on an ordinance approving a zone change, known as 600 East Office, located at approximately 342 S 600 E, American Fork City. On approximately 0.56 acres, the property proposes to change from the General Commercial (GC-1) zone to the Planned Commercial (GC-2) zone.

SUMMARY RECOMMENDATION

Planning Commission recommended approval

BACKGROUND

The applicant has applied for a proposed Zone Change. The project looks to change from a GC-1 zone to a GC-2 zone. Currently, the GC-1 zone requires building setbacks that will affect the property's development. Under the current GC-1 zone requirements, it will be difficult to locate the building at the back of the property with the proper easements needed for it. GC-2 would allow the building to be placed at the 14' landscape setback.

If the zone change is approved, the applicant will need to go through the commercial site plan entitlement process to make sure that the use that is being provided has the required amount of parking, landscaping, traffic mitigation, and anything else that is applicable to the GC-2 zone within the City's municipal code. The current plan that has been submitted is a conceptual plan that has not been through our entitlement process just yet. It was provided to show what the applicant is proposing to do for the site. This application is only for a determination on a zone change to the property, and this does not constitute a determination of a conceptual plan.

Also, the applicant has more property located south of this lot that is in the GC-2 zoning designation. The request to change from GC-1 to the GC-2 zoning designation would match the applicant's already existing zone for their additional properties.

BUDGET IMPACT

N/A

SUGGESTED MOTION

I move to adopt the ordinance approving the Zone Change, located at 342 S 600 E, American Fork City, from the General Commercial (GC-1) zone to the Planned Commercial (GC-2) zoning, subject to any conditions found in the staff report.

I move to deny the Zone Change, located at 342 S 600 E, American Fork City, from the General Commercial (GC-1) zone to the Planned Commercial (GC-2) zoning.

I move to table action for the Zone Change, located at 342 S 600 E, American Fork City, from the General Commercial (GC-1) zone to the Planned Commercial (GC-2) zoning, and instruct staff/developer to.....

SUPPORTING DOCUMENTS

10.22.24 - ZC at 342 South 600 East (PDF)

1. 600 East Office Zone Change - Staff Report (PDF)

COMMENTS (2024.09.12) 342 S 600 E Rezone Narrative (PDF)

COMMENTS (2024.09.12) 342 S 600 East Office Site Plan(PDF)

PC Minutes - Zone Change - 600 East Office (PDF)

ORDINANCE NO. _____**AN ORDINANCE AMENDING THE OFFICIAL ZONE MAP OF AMERICAN FORK, UTAH AT 342 SOUTH 600 EAST FROM THE GENERAL COMMERCIAL (GC-1) ZONE TO THE PLANNED COMMERCIAL (GC-2) ZONE.**

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

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

WHEREAS, the City has received a request from the property owner at 342 South 600 East (the “Property”) to amend the Zone Map changing the Property from the General Commercial (GC-1) zone to the Planned Commercial (GC-2) zone; and

WHEREAS, on September 18, 2024, the Planning Commission reviewed the proposed amendment to the Zone Map, after required advertising and public hearing thereon, and duly considered the comments received at the hearing; and

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

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

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

Section 1. That the Official Zone Map of American Fork, Utah, is hereby amended to show the property located in the area of 342 South 600 East be amended from the General Commercial (GC-1) zone to the Planned Commercial (GC-2) zone as shows in Exhibit “A”. Said change in zoning is hereby adopted as an amendment to the official Zone Map of American Fork, Utah.

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

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

**PASSED AND ORDERED POSTED BY THE CITY COUNCIL OF AMERICAN FORK,
UTAH THIS 22ND DAY OF OCTOBER 2024.**

Bradley J. Frost, Mayor

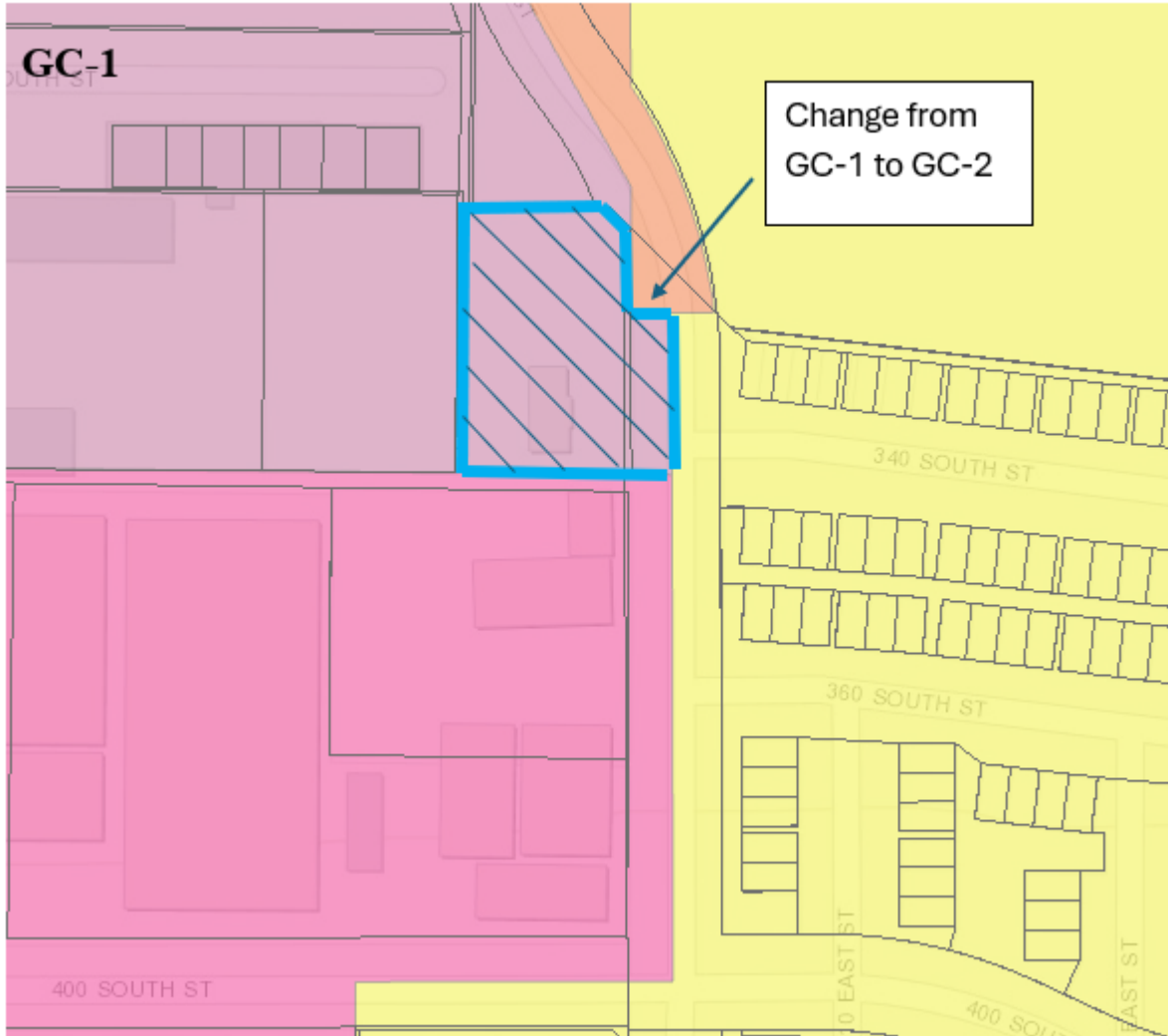
ATTEST:

Terilyn Lurker, City Recorder

Attachment: 10.22.24 - ZC at 342 South 600 East (600 E Office Zone Change)

EXHIBIT "A"

ZONE MAP



Planning Commission Staff Report
Meeting Date: September 18, 2024



Agenda Topic

Public hearing, review, and recommendation on a proposed Zone Change, known as 600 East Office, located at approximately 342 S 600 E, American Fork City. On approximately 0.56 acres, the property proposes to change from the General Commercial (GC-1) zone to the Planned Commercial (GC-2) zone.

BACKGROUND INFORMATION		
Location:		342 South 600 East
Project Type:		Zone Change
Applicants:		500 East QOZB LLC
Existing Land Use:		GC-1
Proposed Land Use:		GC-2
Surrounding Land Use:	North	Design Commercial
	South	Design Commercial; Planned Community
	East	Planned Community, Design Commercial
	West	Design Commercial
Existing Zoning:		GC-1
Proposed Zoning:		GC-2
Surrounding Zoning:	North	GC-1
	South	GC-2
	East	SC; PC
	West	GC-1

Background

The applicant has applied for a proposed Zone Change. The project looks to change from a GC-1 zone to a GC-2 zone. Currently, the GC-1 zone requires building setbacks that will affect the property's development. Under the current GC-1 zone requirements, it will be difficult to locate the building at the back of the property with the proper easements needed for it. GC-2 would allow the building to be placed at the 14' landscape setback.



If the zone change is approved, the applicant will need to go through the commercial site plan entitlement process to make sure that the use that is being provided has the required amount of parking, landscaping, traffic mitigation, and anything else that is applicable to the GC-2 zone within the City's municipal code. The current plan that has been submitted is a conceptual plan that has not been through our entitlement process just yet. It was provided to show what the applicant is proposing to do for the site. This application is only for a determination on a zone change to the property, and this does not constitute a determination of a conceptual plan.

Also, the applicant has more property located south of this lot that is in the GC-2 zoning designation. The request to change from GC-1 to the GC-2 zoning designation would match the applicant's already existing zone for their additional properties.

Chapter 17.11 Amendments

This development code, and the zoning map adopted as a part thereof, may be amended from time to time by the city council, but all proposed amendments must first be submitted to the planning commission for its recommendation. The procedure to be followed in amending the code and map shall be as set forth below.

Sec 17.11.101 Written Petition Required - City Initiated Amendments Permitted

Any person seeking an amendment of the development code or zoning map shall submit to the planning commission a written petition designating the change desired and the reasons therefor, and shall pay a nonrefundable filing fee in an amount established by resolution of the city council.

Amendments to the code and map may also be initiated by action of the planning commission or upon request of the city council.

Sec 17.11.102 Planning Commission To Make Recommendations

Upon receipt of the petition the planning commission shall consider the request and, subject to completion of a public hearing on the matter before the planning commission with public notice given in accordance with the provisions of Section 17.11.103, shall submit its recommendations with respect thereto to the city council.

Sec 17.11.103 Planning Commission To Conduct Public Hearing Before Recommending Amendments - Notice Of Hearing To Be Provided



1. No ordinance approving an amendment to the official zone map or text of the development code, or approving a large scale development project may be enacted by the city council unless and until a public hearing relating to the proposed ordinance shall have been conducted by the planning commission.
2. Notice of the date, time and place of the first public hearing regarding a proposed amendment to the official zone map, text of the development code or ordinance of approval of a large scale development project shall be given at least 10 calendar days before the public hearing as follows:
 1. Published on the Utah Public Notice Website;
 2. Posted in at least three public locations within the city, or on the city's official website; and
 3. Mailed to each affected entity.

Sec 17.11.104 Amendments To Be Adopted By Council - Notice Required

1. The city council, at a public meeting called for the purpose, shall consider each proposed amendment to the official zone map, text of the development code, or ordinance of approval for a large scale development recommended to it by the planning commission and may act to adopt or reject the amendment or ordinance of approval as recommended by the planning commission or adopt the amendment after making any revision the city council considers appropriate.
2. Notice of the public meeting at which the city council will consider a proposed amendment or ordinance of approval shall be given at least twenty-four hours before the meeting, which notice shall, as a minimum, be posted in at least three public places within the city; or on the city's official website.

Sec 17.11.105 Amendments To Be Adopted By Ordinance - Public Notice Of Adoption

All amendments to the code and map shall be adopted, published and recorded in accordance with the applicable provisions of UCA 10-3-701 et seq.

17.11.200 Intent With Respect To Amendments

All amendments to this code and zone map shall be made in accordance with the general plan of land use. It is hereby declared to be public policy that this code shall not be amended unless it can

Planning Commission Staff Report
Meeting Date: September 18, 2024



be shown that changed or changing conditions make the proposed amendment reasonably necessary to the promotion of the purposes of this code.

Project Conditions of Approval

1. Dedication of land for future roadway right-of-way. The American Fork City transportation master plan identifies a 72-foot right-of-way for 600 E as a minor collector. If the zone change is approved, the necessary right-of-way for the collector shall be dedicated to the city without compensation by deed or by plat within 90 days of zone change approval.

Findings of Fact

1. The Zone Change **MEETS** the requirements of Section 17.11.

Project Map

Planning Commission Staff Report
Meeting Date: September 18, 2024



Standards Conditions of Approval

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

1. **Title Report:** Submit an updated Title Report not older than 30 days or other type of appropriate verification that shows all dedications to the City are free and clear of encumbrances, taxes, or other assessments.
2. **Property Taxes and Liens:** Submit evidence that all the property taxes, for the current and/or previous years, liens, and agricultural land use roll over fees have been paid in full.
3. **Water Rights:** Submit evidence that all the required water rights have been conveyed to American Fork City.

Planning Commission Staff Report
Meeting Date: September 18, 2024



4. **Performance Guarantee:** Post a performance guarantee for all required public and essential common improvements.
5. **Easements and Agreements:** Submit/record a long-term Storm Water Pollution Prevention Maintenance Agreement signed and dated by the property owner and any required easement documentation.
6. **Land Disturbance Permit:** Obtain a Land Disturbance Permit.
7. **Compliance with the Plan Review Comments:** All plans and documents shall comply with all the Technical Review Committee comments and the City Engineer's final review.
8. **Commercial Structure:** Record an Owner Acknowledgment and Utility Liability Indemnification if the proposed building is a multi-unit commercial structure served by a single utility service.
9. **Sensitive Lands:** Record all applicable documents required for compliance with the City's Sensitive Lands Ordinance.
10. **Utility Notification Form:** Submit a Subdivision Utility Notification Form.
11. **Professional Verification:** Submit final stamped construction documentation by all appropriate professionals.
12. **Fees:** Payment of all development, inspection, recording, streetlight, and other project related fees.
13. **Mylar:** Submit a Mylar. All plats will receive final verification of all formats, notes, conveyances, and other items contained on the plat by City staff (recorder, legal, engineer, GIS, planning).

Staff Recommendation

The Zone Change **MEETS** the requirements of Section 17.11. Staff recommends APPROVING the application WITH CONDITIONS.

Potential Motions – Commercial Site Plan

Approval

I move to recommend approval for the proposed Zone Change, located at 342 S 600 E, American Fork City, from the General Commercial (GC-1) zone to the Planned Commercial (GC-2) zoning, subject to any conditions found in the staff report.

Denial



Planning Commission Staff Report
Meeting Date: September 18, 2024

I move to recommend denial for the proposed Zone Change, located at 342 S 600 E, American Fork City, from the General Commercial (GC-1) zone to the Planned Commercial (GC-2) zoning.

Table

I move to table action for the proposed Zone Change, located at 342 S 600 E, American Fork City, from the General Commercial (GC-1) zone to the Planned Commercial (GC-2) zoning, and instruct staff/developer to.....

HMS Development
2750 N University Ave #100
Provo, UT 84604

Phone: 801-540-4808
Email: brian@hms-development.com

September 3, 2024

342 S 600 E, American Fork (13:057:0101)
Zone Change Application Narrative

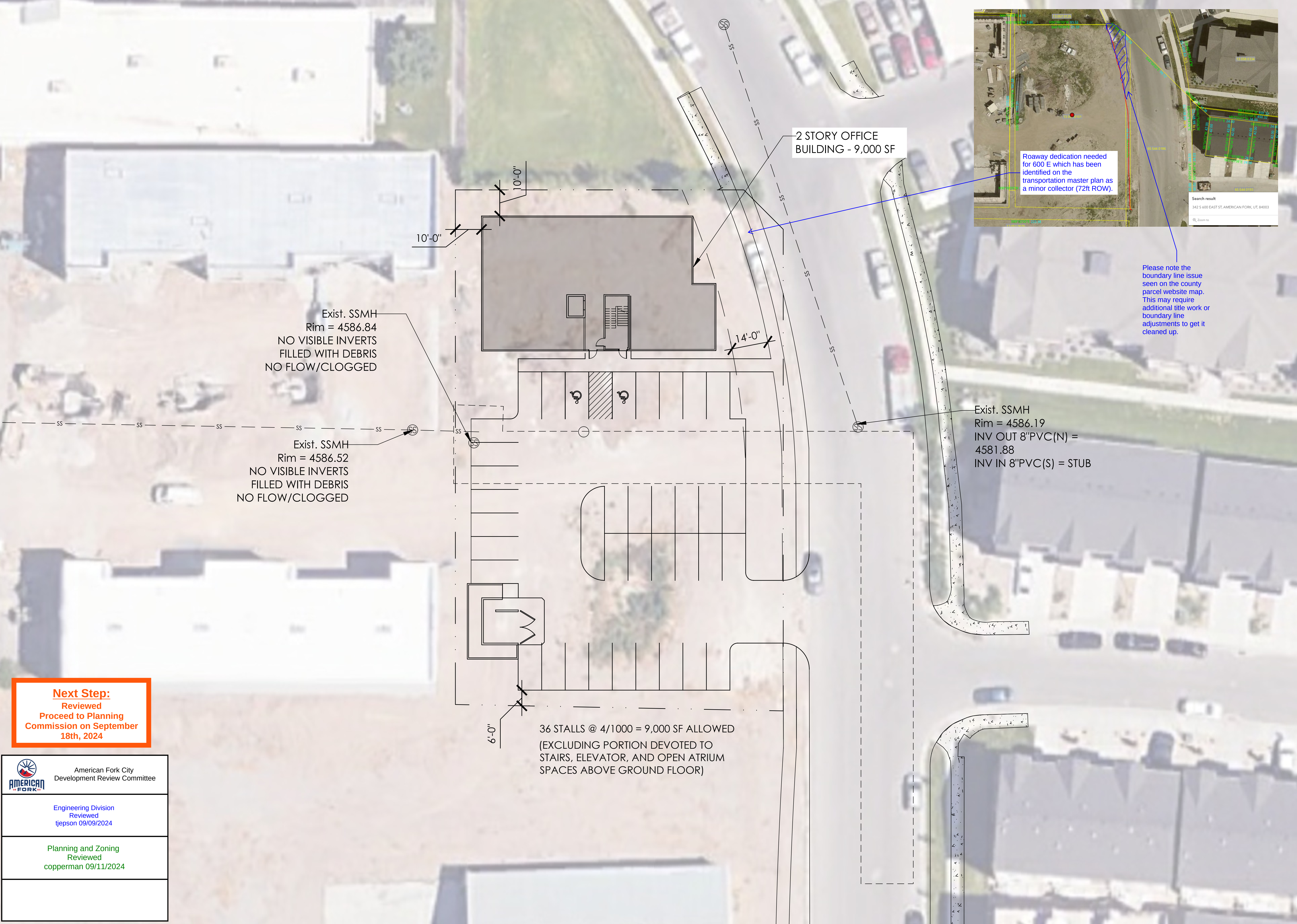
Next Step:
Reviewed
Proceed to Planning
Commission on September
18th, 2024

 American Fork City Development Review Committee
Engineering Division Reviewed tjepson 09/09/2024
Planning and Zoning Reviewed copperman 09/11/2024

We are requesting a rezone our property at 342 S 600 E, American Fork. From the GC-1 to the GC-2 zone. We are planning on building a professional office for our company to own and occupy. Both the GC-1 and GC-2 zones allow for professional office space. Currently the GC-1 zone requires a 30’ building setback from 600 East. This increases to 40’ if parking is located within the setback. The GC-2 zone does not require a setback from 600 East (a 14’ landscape buffer is still required).

With our site being relatively small and shallow, the current setback of 40’ makes it difficult for us to locate an office building with easements in place along the back of the property. We also believe that having a building up to the 14’ landscape setback helps create a better street presence along 600 East and would create a better pedestrian experience with nearby retail amenities.

Attachment: COMMENTS (2024.09.12) 342 S 600 E Rezone Narrative (600 E Office Zone Change)



342 S 600 E OFFICE SITE PLAN

1/16" = 1'-0"

UNAPPROVED MINUTES

09.18.2024

Voting was as follows:

Christine Anderson	AYE
Rodney Martin	AYE
David Bird	AYE
Bruce Frandsen	AYE
Claire Oldham	AYE

The motion passed**PUBLIC HEARINGS**

- a. **Public hearing, review, and recommendation on a proposed Zone Change, known as 600 East Office, located at approximately 342 S 600 E, American Fork City. On approximately 0.56 acres, the property proposes to change from the General Commercial (GC-1) zone to the Planned Commercial (GC-2) zone.**

Cody Opperman reviewed the background information for public hearing item letter a: The applicant has applied for a proposed Zone Change. The project looks to change from a GC-1 zone to a GC-2 zone. Currently, the GC-1 zone requires building setbacks that will affect the property's development. Under the current GC-1 zone requirements, it will be difficult to locate the building at the back of the property with the proper easements needed for it. GC-2 would allow the building to be placed at the 14' landscape setback.

If the zone change is approved, the applicant will need to go through the commercial site plan entitlement process to make sure that the use that is being provided has the required amount of parking, landscaping, traffic mitigation, and anything else that is applicable to the GC-2 zone within the City's municipal code. The current plan that has been submitted is a conceptual plan that has not been through our entitlement process just yet. It was provided to show what the

UNAPPROVED MINUTES

09.18.2024

applicant is proposing to do for the site. This application is only for a determination on a zone change to the property, and this does not constitute a determination of a conceptual plan.

Also, the applicant has more property located south of this lot that is in the GC-2 zoning designation. The request to change from GC-1 to the GC-2 zoning designation would match the applicant's already existing zone for their additional properties. David Bird asked if the applicant owns more land around this parcel, and if there is any indication that they will want to change the zoning on that land in the future as well. Cody Opperman confirmed that the applicant does own the land to the south, and that land is already in the GC-2 Zone.

Public Hearing Opened

No Comments

Public Hearing Closed

Rodney Martin moved to recommend approval for the proposed Zone Change, located at 342 S 600 E, American Fork City, from the General Commercial (GC-1) zone to the Planned Commercial (GC-2) zoning, subject to any conditions found in the staff report.

Claire Oldham seconded the motion.

Voting was as follows:

Christine Anderson	AYE
Rodney Martin	AYE
David Bird	AYE
Bruce Frandsen	AYE
Claire Oldham	AYE

The motion passed

ACTION ITEMS



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
OCTOBER 22, 2024**

Department Planning Director Approval Patrick O'Brien

AGENDA ITEM Review and action on a proposed use under Section 17.7.701(B)(1)(e)

SUMMARY RECOMMENDATION

N/A

BACKGROUND

The applicant is requesting consideration for a proposed use under code section 17.7.701(B)(1)(e) of the American Fork City Municipal Code. The proposed use is not explicitly stated in the permitted use section of the zoning code for the PI-1 zone.

Code Section 17.7.701(B)(1)(e) states the following:

e. Other uses determined by the city council to be similar to uses specifically permitted in the zone and which will harmonize with the intent of the PI-1 industrial zone.

*See applicants submitted narrative request.

BUDGET IMPACT

N/A

SUGGESTED MOTION

I move to approve the proposed Permitted Use for Section 17.7.701(B)(1)(e).

I move to deny the proposed Permitted Use for Section 17.7.701(B)(1)(e).

I move to table action for the proposed Permitted Use for Section 17.7.701(B)(1)(e).

SUPPORTING DOCUMENTS

CarGuyz Land Use Approval Staff Report (DOCX)
CarGuyz Motors Petition for Allowed Uses (PDF)
2024.23.9 - Car Guyz Test Fit -Layout & Elevations(PDF)



City Council Staff Report
Meeting Date: October 22, 2024

Agenda Topic

Review, and action on a proposed Land Use (Permitted Use), known as CarGuyz Land Use Approval under Section 17.7.701(B)(1)(e). Approval of the Land Use type would allow the applicant to have a high-end auto dealership in the PI-1 zoning designation.

Background

The applicant has applied for a approval to utilize code section 17.7.701(B)(1)(e) of the American Fork City Municipal Code. Code Section 17.7.701(B)(1)(e) states the following:

e. Other uses determined by the city council to be similar to uses specifically permitted in the zone and which will harmonize with the intent of the PI-1 industrial zone.

*See applicants submitted narrative request.

Potential Motions – Land Use Approval (Permitted Use)

Approval

I move to approve the proposed Permitted Use for Section 17.7.701(B)(1)(e) which states: e. Other uses determined by the city council to be similar to uses specifically permitted in the zone and which will harmonize with the intent of the PI-1 industrial zone and providing an effective date for the ordinance.

Denial

I move to deny the proposed Permitted Use for Section 17.7.701(B)(1)(e).

Table

I move to table action for the proposed Permitted Use for Section 17.7.701(B)(1)(e).

CarGuyz Motors Petition for Allowed Uses

Business Description

CarGuyz Motors is a high-end exotic car dealership specializing in sales, leasing, and consignment of exotic and luxury vehicles. We are a VERY atypical car-dealer. About 46% of our clients are from out of state and of that 46%, 75% of those clients buy these vehicles sight unseen. We have very little foot traffic because the bulk of our clients are shopping and searching online. We're not the type of dealership that you drive by and see balloons and massive sale signs that lure you in to buy. Our clientele is high net worth, busy, and looking for a white glove experience as they spend on average \$150K on their dream car.

With this type of business model we have always taken pride in presenting a store that feels elevated, and that's what we want to create at 732 E. Utah Valley Drive. From the moment you walk in, you'll know that this is something special. We're creating and curating an indoor showroom that highlights exotic and unique pieces of art (for lack of a better term). This is created with high end finishes and a level of cleanliness that is unconventional. Some business examples of this out of state are Luxury Auto Collection in Scottsdale and August Motor Cars in British Columbia. If you look at these businesses you'll catch the vision of what we're trying to bring to Utah.

Site Plan/Traffic Model

Our site plan will include 4-5 offices for staff, a waiting/reception area, bathrooms, kitchenette, and a large showroom with custom lighting and a few spinning vehicle turntable displays. Our business hours are 10am-6pm M-F. We are currently closed on the weekends and closed on major bank holidays. We have very minimal foot traffic, and on average we have 6-8 potential clients that come to the store daily. Most of our business is conducted over the phone or virtually.

Our parking requirement is very minimal, as the majority of our cars will be stored indoors. We don't put up exterior for sale signs or balloons or any type of attention grabbing sales materials. The space will always be clean, elevated, and parking will be predominantly for employees.

Zoning Petition

In reviewing section 17.7.701 of the city code and going over the allowed uses and goals we believe that we can add value and comply with the desired outcomes. We have been in business in American Fork since 2021 and would like to continue to call this area our home. We have built deep ties in the community and have added value via donations to local businesses, athletics, and educational endeavors. We are an attractive business that, as stated in the code, is "nuisance-free, and promotes industry and the economic well-being of the inhabitants," of this area. We appreciate your consideration in this matter in the upcoming city council.

9/23/2024 11:24:23 AM

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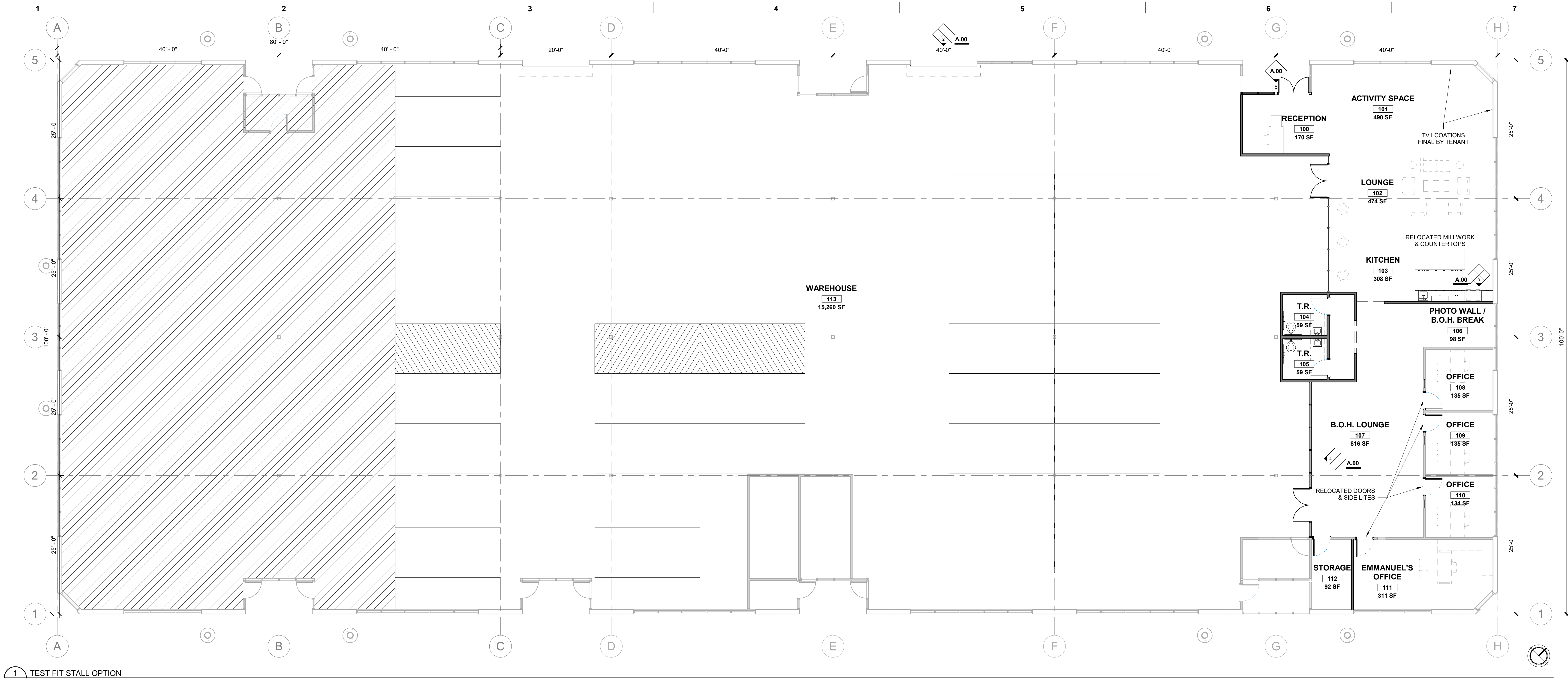
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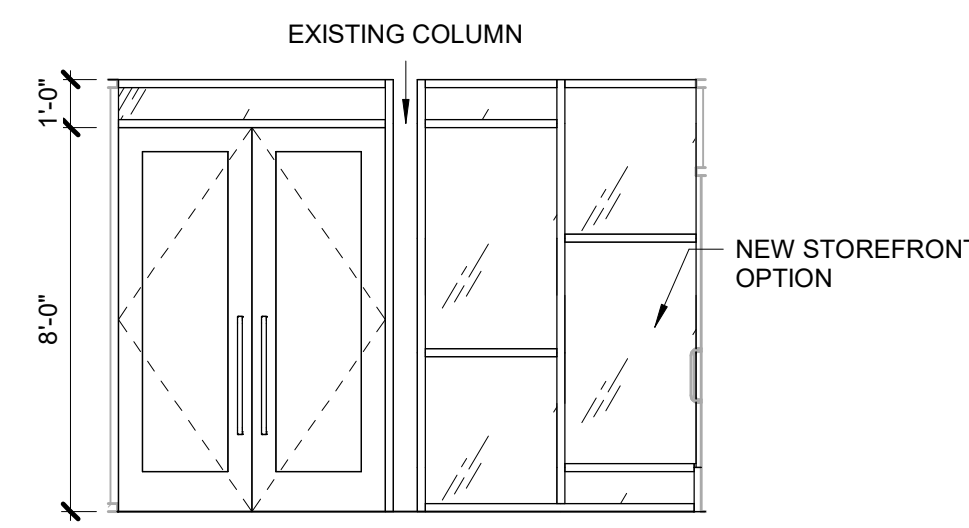
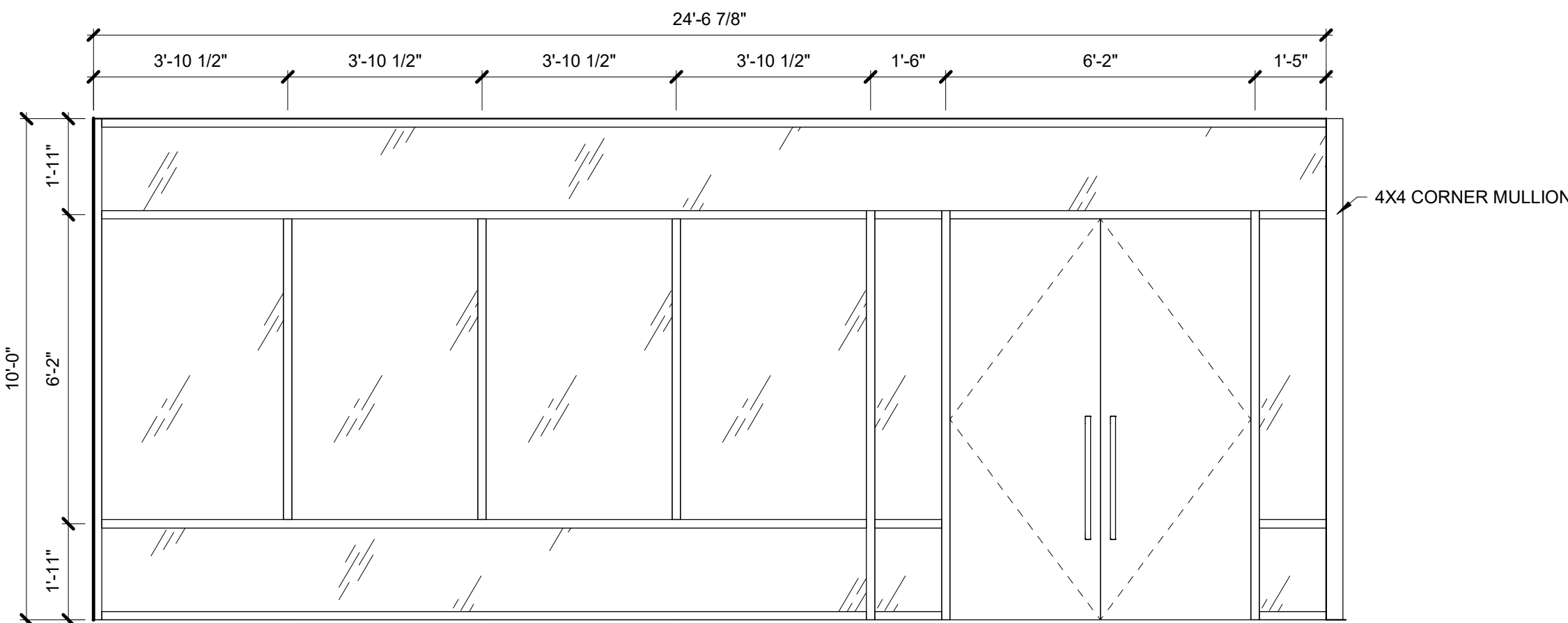
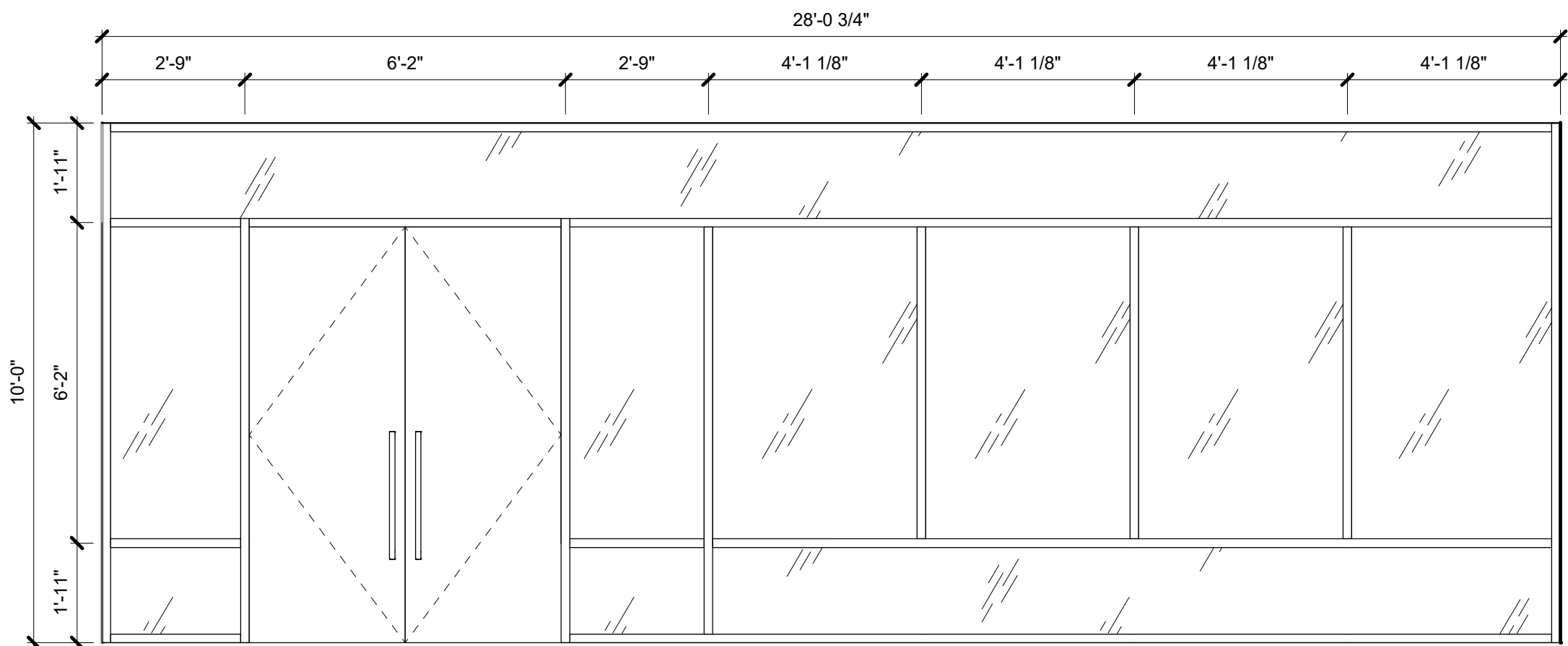
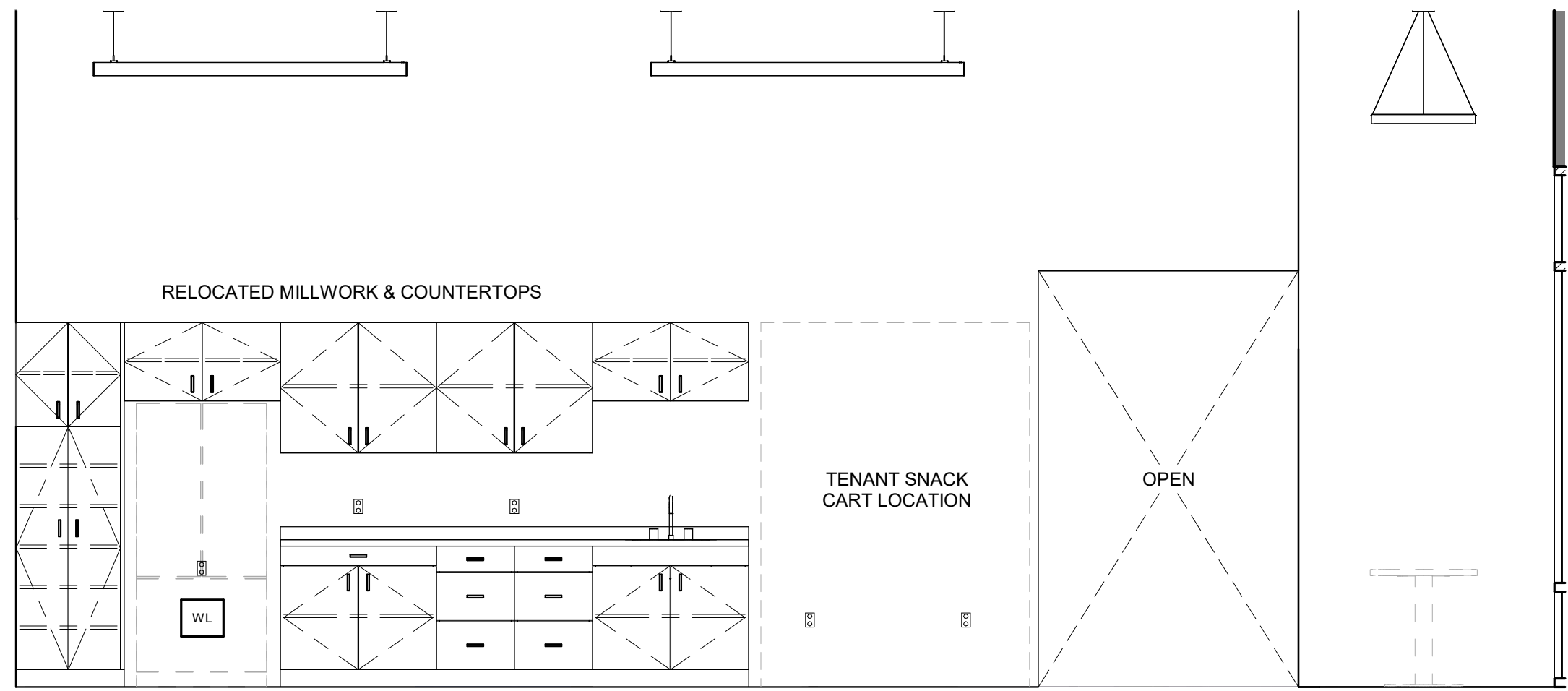
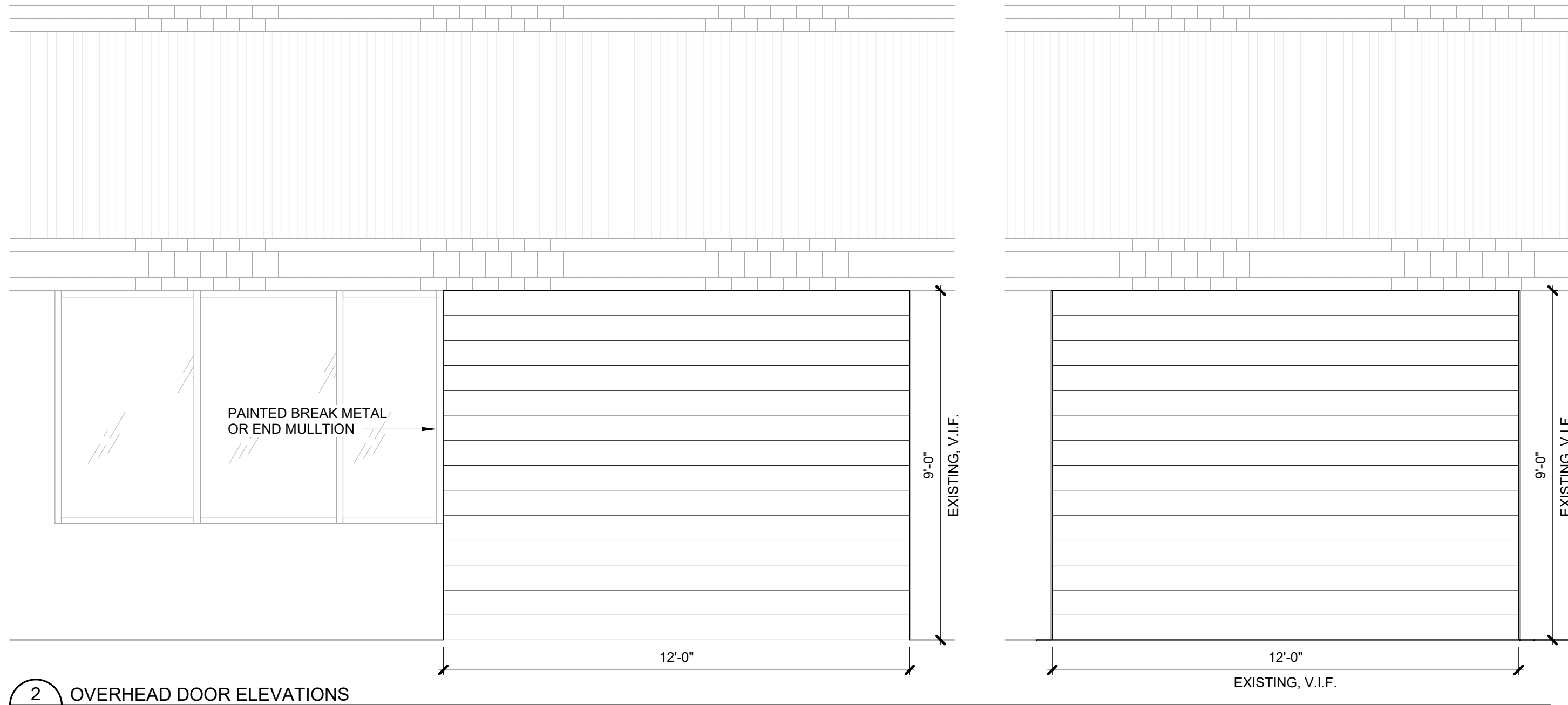
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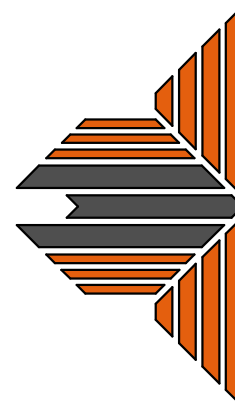


1 TEST FIT STALL OPTION
A.00
1/8" = 1'-0"



REFERENCE
DRAWING
ONLY

WOODBURY
CORPORATION
LYNN S. WOODBURY AND ASSOCIATES ARCHITECTS
2733 EAST PARLEY'S WAY, SUITE 300
SALT LAKE CITY, UTAH 84109
(801) 485-7770



DATE

REVISION DESCRIPTION

#

WHITECAP DENTAL SOLUTIONS
ABINADI 734
734 E 930 S
American Fork, UT 84003

Attachment: 2024.23.8 - Car Guyz Test Fit - Layout & Elevations (CarGuyz Use Request for Approval under Section 17.7.701(E)(1)(e))

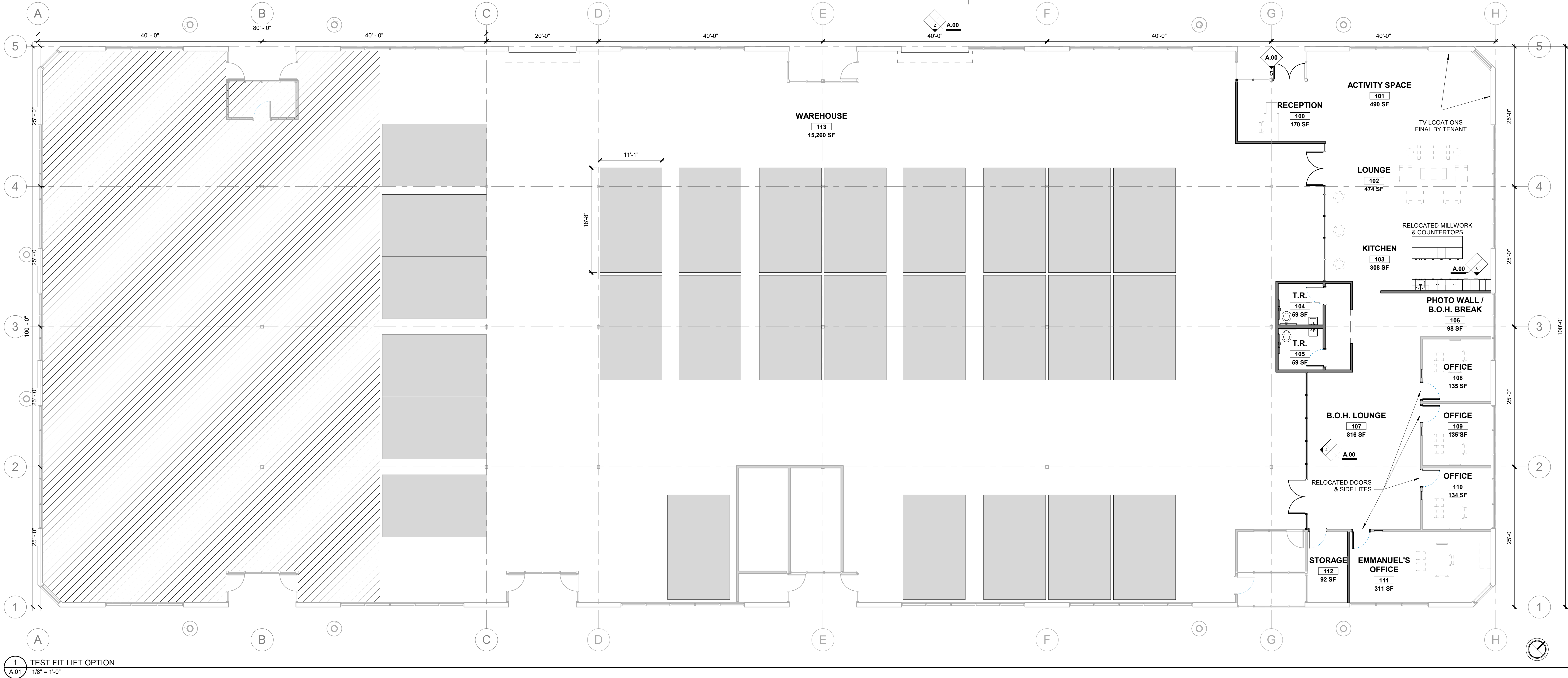
CAR GUYZ TEST
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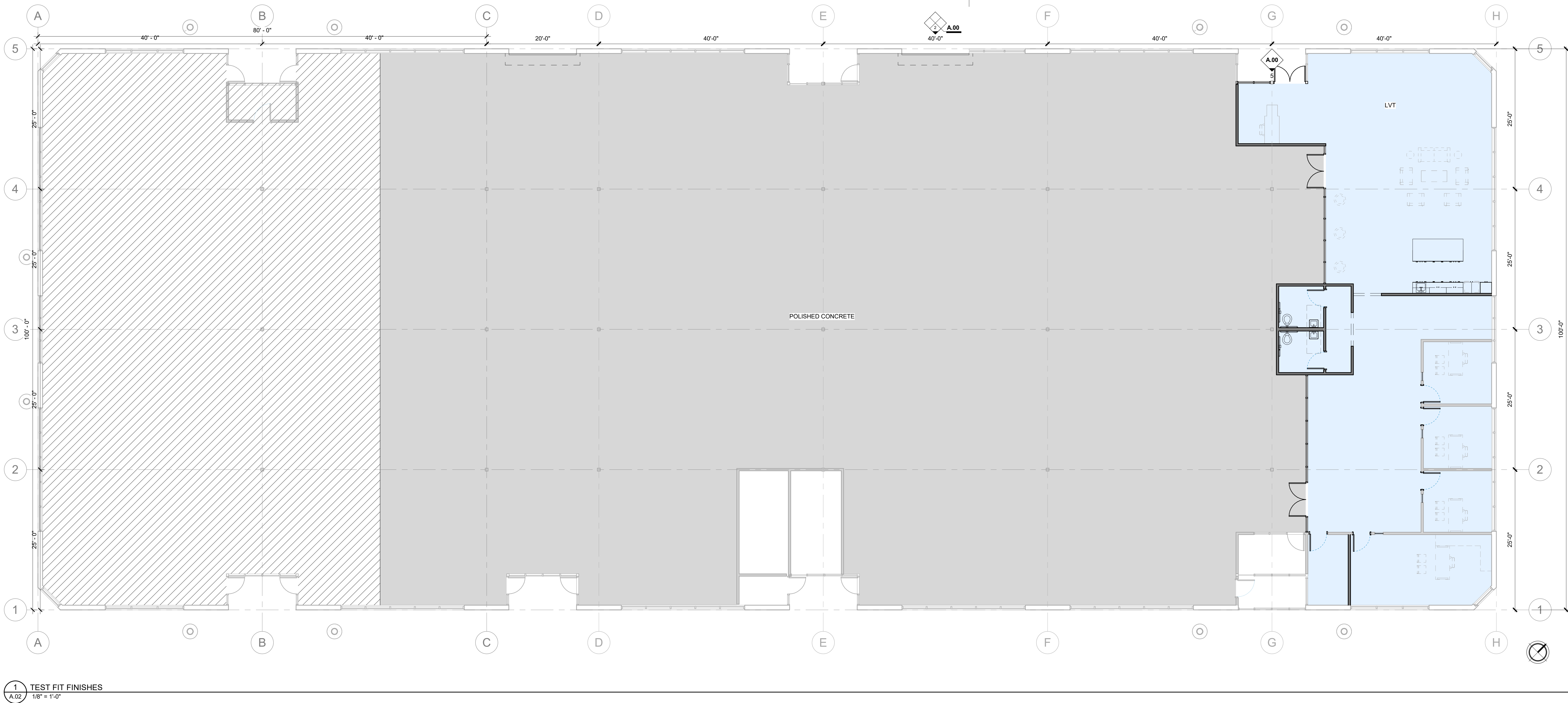
WHITECAP DENTAL SOLUTIONS
ABINADI 734
734 E 930 S
American Fork, UT 84003

REVISION DESCRIPTION
DATE

Attachment: 2024.23.9 - Car Guyz Test Fit - Layout & Elevations (CarGuyz Use Request for Approval under Section 17.7.701(E)(1)(e))



WOODBURY
CORPORATION
LYNN S. WOODBURY AND ASSOCIATES ARCHITECTS
2733 EAST PARKWAY WAY, SUITE 300
SALT LAKE CITY, UTAH 84109
(801) 485-7770





**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
OCTOBER 22, 2024**

Department Recorder

Director Approval Terilyn Lurker

AGENDA ITEM Review and action on approval of the 2024 American Fork City Water Conservation and Management Plan.

SUMMARY RECOMMENDATION

Staff would recommend approval.

BACKGROUND

This plan was presented to the city council at the October 15th work session.

BUDGET IMPACT

NA

SUGGESTED MOTION

Move to adopt the 2024 American Fork City Water Conservation and Management Plan update.

SUPPORTING DOCUMENTS

Water Conservation and Management Plan--March 2024 update (PDF)



275 East 200 North
American Fork, UT 84003
Tel (801) 763-3060
www.americanfork.gov

WATER CONSERVATION PLAN UPDATE

OCTOBER 2024

This plan updates the plan prepared in 2019 and was prepared pursuant to the Utah Water Conservation Plan Act (73-10-32 UCA)

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Executive Summary

This plan updates the Water Conservation and Management Plan prepared October 2019 and was prepared pursuant to the Utah Water Conservation Plan Act (73-10-32, UCA). The Act requires water conservancy districts and water retailers to file water management and conservation plans with the Utah Board of Water Resources.

These plans are intended to describe the extent to which a retail provider will use certain measures to achieve its water conservation goals. Plans must contain a clearly stated water use reduction goal and implementation plan for each conservation measure, including a timeline for action and evaluation process to measure progress. The Act also requires that plans be updated at least every five years.

American Fork has a current population estimated at 38,005 people. Over the next ten years the projected growth rate is 2.30 percent. The City provides water to the growing population.

During the past forty years, two 5 million gallon (MG) tanks and one 4.5 MG tank have been constructed to provide adequate storage and pressure to the water system. The City has a culinary system and pressurized irrigation that serves all of its residents. The City is implementing this water management and conservation plan to reduce demands on culinary water while providing high quality water to its growing population. American Fork has established goals that will help reduce the culinary water use. The goals of this plan are the following:

1. Reduce annual per capita culinary water use 10 percent.
2. Fully implement the pressurized irrigation system citywide.
3. Increase public conservation awareness.
4. Continue emergency planning for system failures and droughts.
5. Reduce the amount of water used for irrigation by at least 5% per year.

The conservation plan describes what best management practices (BMPs) the City is currently implementing and what actions may be taken in the future. Twenty conservation BMPs have been identified which fall under the following general descriptions:

1. System Operation, Repair, and Maintenance Options
2. User Conservation Options
3. Regulatory and Rate Options
4. Behavioral and Education Options

Each of these options have been evaluated to determine which ones should be implemented based on conservation benefits, costs, public reaction, and required staff time and effort. These options are listed below in Table 1 by category and order of ranking. The lower totals indicate options that have the most potential to conserve water compared to cost.

Table 1: Conservation BMP Evaluations

ALTERNATIVE	Benefit	Cost	Public View	Time	Effort	TOTAL
System Operation, Repair and Maintenance Options						
Water Loss Budget	4	1	2	3	2	12
Leak Detection System	7	3	2	3	3	18
Large Meter Replacement	3	1	2	3	3	12
System Repairs	1	2	2	3	3	11
Full Implementation of PI System	1	1	2	2	2	8
Water Reuse	4	4	5	4	5	22
User Conservation Options						
Water Leak Detection and Repair	3	2	4	2	2	13
Voluntary Water Audits	4	1	3	3	3	14
Efficient Fixtures and Appliances	6	2	4	2	2	16
Regulatory and Rate Options						
Water Conservation Committee	3	1	1	3	2	10
Efficient Landscaping Practices	3	1	2	3	3	12
Enforcement of Ordinances	3	2	4	2	2	13
Conservation Water Rate Structure	2	1	4	4	3	14
Shortage and Emergency Planning	8	2	3	1	1	15
Conservation Building Codes	5	2	4	3	2	16
Incentive to Wholesale Users	7	3	4	2	2	19
Behavioral and Educational Options						
Public Conservation Education	4	2	1	2	2	11
Peak Use Reduction	6	2	1	2	2	13
Improved Commercial Processes	8	2	2	3	3	18
Water Rationing Policies	8	2	3	3	3	19

Recommended water conservation programs have been selected based on the highest ranked conservation options. With the completion of the pressurized irrigation system, most of the City's water conservation efforts will focus on its successful implementation. Water users within American Fork, whether commercial, industrial or residential customers, are invited to participate in city meetings and provide feedback in establishing priorities for conservation activities. Decisions made by the City regarding establishing

conservation goals and priorities will attempt to reflect suggestions and comments offered by customers and interested parties.

The goals set on the 2019 Water Management and Conservation Plan resulted in a reduction in water use. There is a high demand for irrigation water and the City is taking steps to reduce water waste and bring the amount of water per capita to a number that matches the state's average more closely.

Opportunities for public involvement and comment will be provided through public hearings as this plan is approved and as future updates to the plan are made.

Introduction

The purpose of this Water Management and Conservation Plan is to identify conservation programs and opportunities supporting the City of American Fork's water management objectives.

The Plan will describe how the City can implement these opportunities to more effectively conserve its culinary water. This will help American Fork, and its residents increase their desire and capabilities to become responsible stewards to its valuable natural resource and provide long-term financial solvency to the water system.

This report complies with requirements from the Utah Water Conservation Plan Act (73-10-32 UCA). The Utah Water Conservation Plan Act requires water conservancy districts and water retailers to prepare and adopt, or update, a water conservation plan, which must be filed with the Utah Board of Water Resources.

Water Conservation plans identify recommendations for water saving practices. Some examples would include such measures as the following:

1. Installation and use of water efficient fixtures and appliances
2. Landscaping that requires less water to maintain (xeriscaping)
3. Water reuse systems
4. Water rate structures designed to encourage more efficient use of water

Water Management and Conservation Plans must contain a clearly stated water use reduction goal and implementation plan for each conservation measure, including a timeline for action and an evaluation process to measure progress.

Background Information

The first settlers settled in American Fork Creek, now known as American Fork River. As stated in George Shelley's Early History of American Fork, early settlers located here "primarily for the purpose of establishing a big pasture and cattle ranch. But as more people came, it was necessary to raise crops for their sustenance" (page 31). Because of inadequate rainfall, these early settlers developed methods for diverting water out of the creek to their farmlands.

The American Fork City water system, in Utah County, was established in the early 1900's. Since then, improvements have been made to the system to expand its service to its current size.

In 1981, the first five-million-gallon (MG) storage tank was built, and the system was broken into two pressure zones. Additional storage was added to the system in 1991 and 2001. The current water system provides pressurized culinary water to American Fork City residents.

American Fork's current population, estimated at 38,005, is served by culinary water system through nearly 11,496 connections.

Historically, approximately 40 percent of the culinary water supply has been used indoors and 60 percent outdoors. However, in 2007 the Public Works Department implemented a pressurized irrigation system that delivers untreated water throughout the City. Construction of the pressurized irrigation was completed in 2010.

While connection to the pressurized irrigation system is not mandatory, the City has implemented a revised culinary water rate structure that is designed to motivate residents to connect to the PI system.

The City's current policy is to deliver safe drinking water to its customers. Rates and fees are set to cover the cost of operation and expansion, while encouraging water conservation.

System Profile

In 2023 the system has 10,735 residential connections, 705 commercial connections, 3 industrial connections, and 53 institutional connections. Total connections to the system are 9863. Figure 1 shows a map of the current water system.

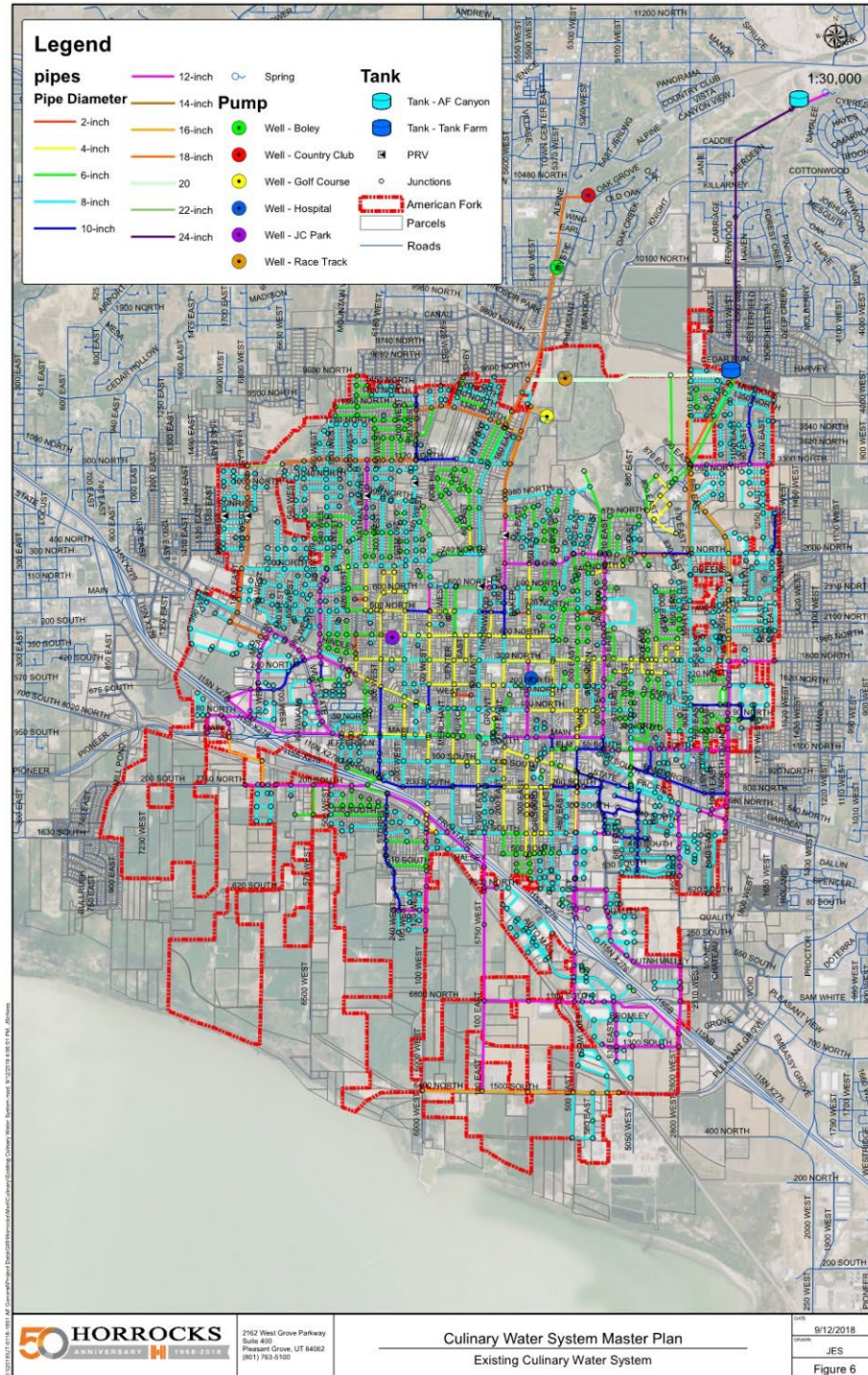


Figure 1 Map of Current Service Area

Supply

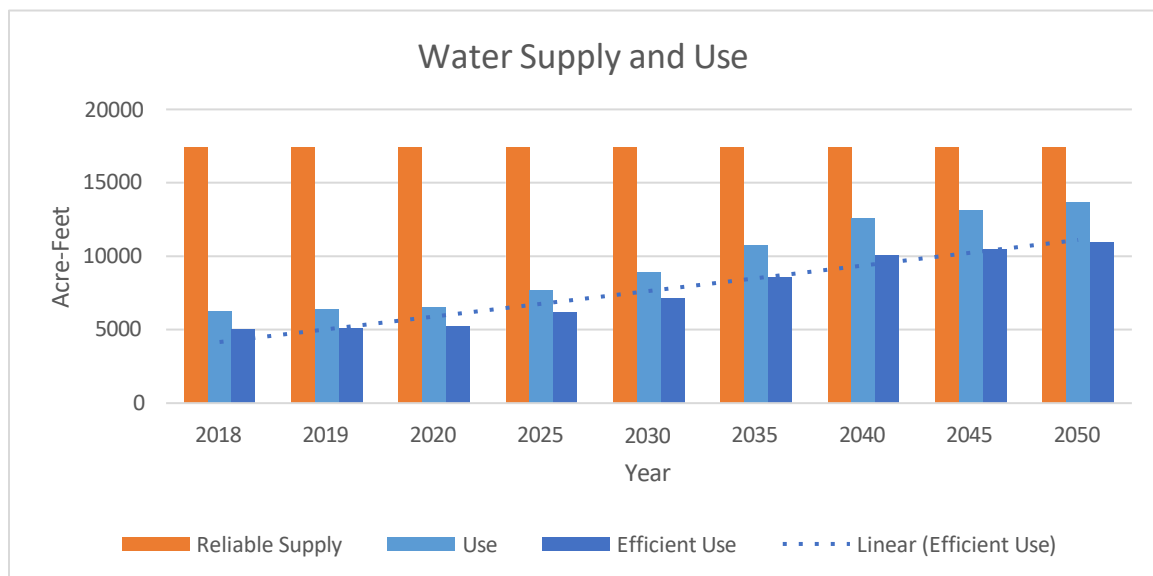
The City's operating water sources have a capacity of 27,925 acre-feet per year. Table 2 shows the sources and their capacities and usage:

Table 2 Current Water Source Capacity and Usage

Source	Capacity (acre-feet)	Usage (acre-feet)
Wells	25,020	2,712
Springs	2,905	2,578
Surface	0	0
Purchased	0	0
Exchanged	0	0
Total	27,925	5,290

As pumping is used to offset use over the available capacity groundwater will be depleted. American Fork works to find ways to help with groundwater recharge and other recovery practices when available and practical.

American Fork has a reliable supply of 17,432 acre-feet annually. Figure 2 Shows the current estimated use, reliable supply, and efficient use from 2018 to 2050.



Figur 2 Water Supply and Use

Water Measurement & Billing

American Fork has a practice of metering the sources and end users of the culinary water system. Water user readings are taken quarterly. Meters that are out of calibration are calibrated and those giving faulty readings are replaced as needed.

In 2023 the total amount of water supply was 4,388.80 acre-feet of water with metered usage being retail and wholesale use being 3,544 acre-feet and the unmetered or water losses being 844 acre-feet. American fork is working to prevent the water losses through many various methods. Some of these include replacement of old leaking water pipes, rehabilitating storage tanks.

Additionally, the City has implemented policies where all contractors doing work in the City are required to meter the water they use. Tracking this use will help understand the true amount of losses due to leaks or other system failures. The City has also required all new developments to install meters on both the culinary and secondary system.

The City's culinary water rates are shown in Table 3. These rates are designed to encourage use of the City's pressurized irrigation system. The base rate is intended to provide for the indoor needs of an average family. Culinary water rates for Commercial, Multi-Family, Industrial and Institutional land uses are also shown. Commercial, multi-family, industrial and institutional culinary water base rates and base allowances are assessed on a per a meter bases, not per unit. As the City implements new secondary water meters a rate structure will be established to help encourage conservation.

Table 3: Culinary Water Rates

Single Family Rates	
Monthly Base Rate (\$/meter/month)	
3/4" and smaller	\$16.17
1"	\$17.77
1.5"	\$19.38
2"	\$23.80
Volume Rates (\$/thousand gallons)	
<i>Base Allowance</i>	
0 to 3,000 gallons/month	\$0.00
<i>Block 2 Rate</i>	
3,000 to 6,000 gallons/month	\$3.52
<i>Block 3 Rate</i>	
6,000 to 9,000 gallons/month	\$4.24
<i>Block 4 Rate</i>	
Above 9,000 gallons/month	\$4.96
Multi-Family Rates	
Monthly Base Rate (\$/unit/month)	
First Unit	\$16.17
Each Additional Unit	\$11.66
Volume Rates (\$/thousand gallons)	
<i>Base Allowance</i>	
0 to 3,000 gallons/month/unit	\$0.00
<i>Block 2 Rate</i>	
3,000 to 6,000 gallons/month/unit	\$3.52
<i>Block 3 Rate</i>	
6,000 to 9,000 gallons/month/unit	\$4.24
<i>Block 4 Rate</i>	
Above 9,000 gallons/month/unit	\$4.96
Commercial, Industrial, and Institutional	
Monthly Base Rate (\$/meter/month)	
3/4" and smaller	\$17.78
1"	\$19.39
1.5"	\$20.99
2"	\$25.41
3"	\$57.96
4"	\$70.00
6"	\$98.13
8"	\$130.27
10"	\$174.46
Volume Rates (\$/thousand gallons)	
<i>Base Allowance</i>	
0 to 3,000 gallons/month	\$0.00
<i>Block 2 Rate</i>	
Above 3,000 gallons/month	\$3.09

Water Use

The 2023 total potable and non-potable water deliveries by volume, categorized by type are shown in Table 4.

Table 4: 2023 Water Delivery by Type

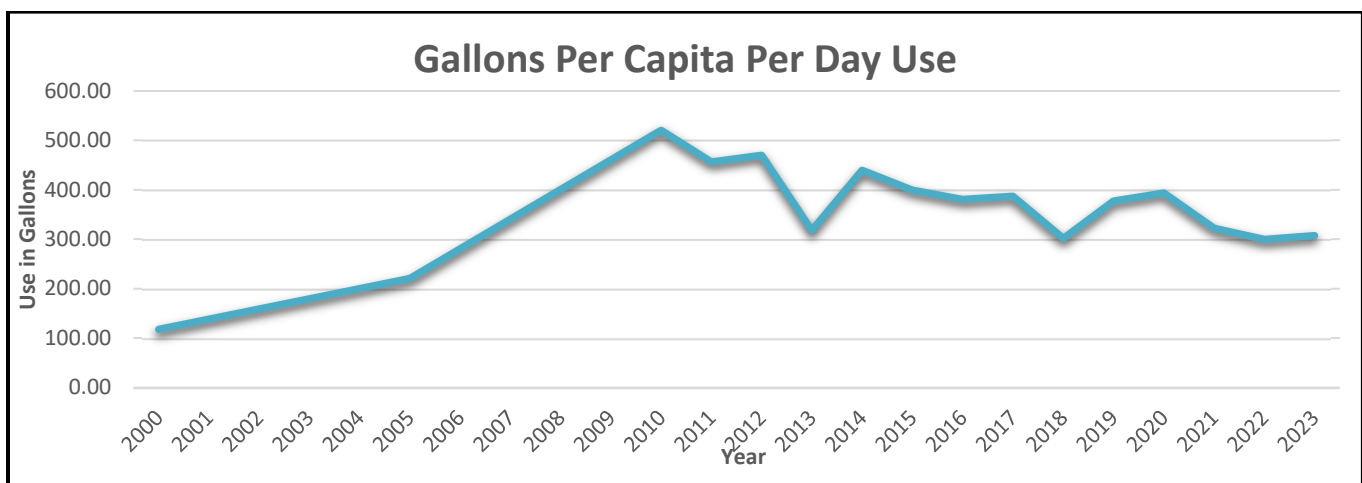
Delivery Type	Delivery (acre-feet)
Residential	2304
Commercial	1094
Institutional	14
Industrial	132
Total	3544

Table 5 shows the 2023 per capita water use in gallons per capita per day (GPCD) by type and use. Figure 3 shows the current gallons per capita per day for both indoor and outdoor use in American Fork.

Table 5: Current per Capita per Day Water Use by Type

	Indoor (Winter Use)	Potable (Outdoor)	Non-Potable (Secondary)	Total
Residential	12	0		12
Commercial	14	6		20
Institutional	1	2		4
Industrial	0	0		0
Total	27	9	205	241

Figure 3 Gallons per Capita Per Day Use



Conservation Practices

The City of American Fork has many opportunities and challenges to face as it pursues its conservation goals continuing growth. The water system must be managed to keep pace with the community for stable growth.

Conservation can be an effective management tool to reduce the impact of growth. Conservation increases the available capacity of a system with little or no capital investment. The water saved can be reallocated to new users. Several conservation programs have been identified to help meet future water needs. Ongoing programs include full implementation of the pressurized irrigation system, a water conservation committee, and implementing outdoor water use restrictions as needed.

Below is a list of those responsible for conservation from the City and local organizations.

Brad Frost – Mayor mayorfrost@americanfork.gov (Mayor)
 David Bunker – dbunker@americanfork.gov (City Administrator)
 Ryan Hunter – rhunter@americanfork.gov (Council Member)
 Clark Taylor – ctaylor@americanfork.gov (Council Member)
 Tim Holley – tholley@americanfork.gov (Council Member)
 Ernie John – ejohn@americanfork.gov (Council Member)
 Stacie Carroll – SCarroll@americanfork.gov (Council Member)
 Sam Kelly – skelly@americanfork.gov (American Fork City Public Works Director)
 Jay Brems – jbrems@americanfork.gov (American Fork City Water Division Superintendent)
 Barry Dayton – bdayton@americanfork.gov (Water Operator)
 James Hawkins – hawkinsja@ldschurch.org (Church of Jesus Christ of Latter-day Saints)
 (Committee chairman, Resident, Stakeholder)
 Dee Howard – dhoward@americanfork.gov (American Fork City Public Infrastructure Manager)
 Ernie John – erniej50@gmail.com (President, American Fork Irrigation Company)
 Jason Thomson – jthomson@americanfork.gov (American Fork City Parks Manager)
 John Hansgen – jmhansgen@comcast.net (Fox Hollow Golf Club)
 John Schiess – jschiess@horrocks.com (American Fork City Resident)
 Mike Privett – mprivett@alpinedistrict.org (Alpine School District)
 Ben Hunter – bhunter@americanfork.gov (American Fork City Engineering Division/Resident)

Conservation Best Management Practices (BMPs)

The City of American Fork has set conservation BMPs. These are based on the projected needs of the community and the system analysis. These BMPs were classified into four main categories:

1. System Operations, Repair and Maintenance Options
2. User Conservation Options
3. Regulatory and Rate Options
4. Behavioral and Educational Options

System Operations, Repair and Maintenance Options

Water Loss Budget BMP 1:

American Fork currently compares supply and use annually. However, the net system loss is not tracked from year to year. The City could develop a water budget for the water system.

By tracking the difference between the water delivered and the water used on a quarterly basis, it is possible to identify increasing system leakage and where conservation programs are needed. The source meters measure the total water delivered. The connection meters show the water used. The sum of the connection meters measures the total water used. The amount of water lost through the system could then be calculated on a quarterly basis to determine if leaks are developing within the system.

Leak Detection System BMP 2:

American Fork performs leak detection surveys with acoustical equipment periodically. Recent leaks detection surveys identified only small leaks that were difficult and costly to pinpoint and repair. Use methods consistent with American Water Works Association's *Water Audit and Leak Detection Guidebook*.

System Repairs BMP 3:

Several improvements have been made to the water system including securing supply and rights and increasing storage. However, much of the distribution piping is over 50 years old. Capital Improvement Plans include replacement of aging pipes. In most years, at least one well pump fails during peak demand. It is likely that the failure may be due to the prolonged use of the pumps. The pumps should be evaluated and fixed or be budgeted for replacement. The construction of the pressurized irrigation will reduce the usage of the pumps.

Pressurized Irrigation System BMP 4:

The construction of the pressurized irrigation has been completed and it is being implemented. Approximately 95% of the residents are connected to the PI system.

Water Reuse BMP 5:

The City could explore water reuse. A study of the City could be made to determine potential water sources and reuse sites, including City-wide use in the pressurized irrigation system. Possible reuse sources include groundwater drain water, treated municipal and industrial wastewater and storm drain runoff. Possible reuse sites include municipal parks, school yards, cemeteries and public building grounds. By reusing water, the City would be able to reduce the amount of water needed from springs and wells.

Large Water Meter Replacement BMP 6:

The large water meters are more than 10 years old ($>1 \frac{1}{2}$ inch). It is possible that these meters are losing accuracy. Replacing these meters would improve the water budget and billing accuracy.

Water Meter Change-Out Program BMP 7:

A well-developed method of keeping the water meters up-to-date would also keep water cost down. The typical meter age is 10 years. Over time, the meters wear out and their accuracy decreases. Systematic review and maintenance will reduce meter wear, increase meter life, and improve meter accuracy. When the meters eventually wear out, they should be replaced to keep the water measurements accurate. Also, advancements in meter technology provide additional benefits such as automated alarms for apparent water leaks. In recent years, the City has replaced 7 percent of the meters per year.

User Conservation Options

Residential Leak Detection and Repair BMP 8:

Residential users may not know how to test for leaks in their home. Leak detection instructions could be distributed with educational literature. Assistance could be provided for those requesting some help. Use methods consistent with American Water Works Association's *Water Audit and Leak Detection Guidebook*.

Voluntary Water Audits BMP 9:

City staff would advertise and perform water audits with residents to quantify how much water is being used by various tasks including watering yards, household use, etc. Once residents know how much water they are using and how much is necessary, it would be easier for them to conserve water. Use methods consistent with American Water Works Association's *Water Audit and Leak Detection Guidebook*.

Water Efficient Fixtures and Appliances BMP 10:

Current building codes require that water efficient fixtures be installed in new building. However, older sections of American Fork were developed before these codes were in place. The City could develop a budget to assist with the replacement of wasteful fixtures. Assistance may include rebates for replacing shower heads and toilets, discounts on efficient appliances or other measures that would help to compensate for the replacement cost.

Regulatory and Rate Options

Water Conservation Committee BMP 11:

A Water Conservation Committee has been established with citizens and public officials including the Water Superintendent, Public Works Director, a Council Member and two more citizens. The committee is responsible for distributing information to the public, receiving public comments, and making recommendations to the City Council regarding water conservation planning, regulations, and rates.

Conservation Oriented Rate Structure BMP 12:

A conservation-oriented rate structure not only pays for the production and distribution of water, but also rewards users for reducing system demand and penalizes users for increasing demand. The City would need to study which rate would most fairly distribute the cost among the water users and promote conservation. Factors that may affect the rate structure include lot sizes, family size, land uses, housing density, water metering and economics.

Review Enforcement of Existing Ordinances BMP 13:

Prior to adopting new conservation ordinances, it is important to review existing ordinances and building codes and enforcement. The review will limit duplication and

conflict with new ordinances. Regulation of multiple-family units, including accessory apartments, on single family parcels, may improve water use management.

Shortage Management and Emergency Planning BMP 14:

The City's shortage management and emergency plan limits public water use and restricts watering to weekdays during droughts. These measures are easy to enforce and can be very effective. The City also plans for system failures such as a main break, a pump failure, a well collapse, etc. with system improvements. The City's planned responses to these emergencies decrease water service interruptions.

Conservation Incentives to Wholesale Users BMP 15:

American Fork sells approximately 10 MG per month to Cedar Hills City. As with the residential users, it may be possible to provide incentive pricing to Cedar Hills City and other wholesale or large-scale water users. It is also possible to limit the total water supply to wholesale users.

Water Efficient Landscape Practices BMP 16:

Extensive research has been done in recent years to find ways to reduce landscape water use. The City could plant demonstration gardens around City buildings and prominent areas of parks so that citizens can see the beauty and effectiveness of water efficient landscape practices. These practices include selecting drought tolerant plants, shrubs, trees, efficient irrigation systems, and mulching.

The Division of Water Resources, in cooperation with USU Extension, Bureau of Reclamation, and numerous other water providers and interested agencies, has helped developed a water-wise plant tagging program to promote the use of native and other well-adapted plans in Utah landscapes. The information can be downloaded from the following link: www.waterwiseplant.utah.gov.

Water Rationing Policies BMP 17:

The City uses water rationing for its drought emergency plan. As the City, and surrounding areas, continues to grow and become more crowded, the chances of implementing water rationing will rise. American Fork could strengthen its emergency response by developing inter-city agreements to share resources, materials, and personnel in emergencies.

Behavioral and Educational Options

Public Conservation Education BMP 18:

American Fork sends educational mailers to its users. Continued education through the mail, advertising, schools, civic meetings, and Water Conservation Committee meetings could improve conservation by involving the public in its water conservation efforts. The City needs to develop additional methods of providing the public with information on water conservation. The Utah State Division of Water Resources and other agencies have already developed various pamphlets on water conservation.

Basic conservation information can be issued by:

1. Providing a conservation hotline and water saving surveys.
2. Providing funding for a public information campaign and program.
3. Providing information on low water use plants and efficient irrigation systems.

4. Providing information on water pricing improvements to reduce water consumption.
5. Providing information on system improvements.

Improved Industrial and Commercial Processes BMP 19:

American Fork could explore or provide funding for companies to explore new methods that have been developed to reduce the amount of water used in industrial and commercial processes. If some of these methods could be implemented in the City, new ordinances could be created that would require new and existing companies to provide water conserving processes.

Peak use Reduction BMP 20:

The demand for water is greatest during summer months. Encouraging evening, night, and early morning watering can reduce peak demand and overall water usage.

Evaluation of Conservation Options

The conservation BMPs are evaluated in Table 6. Cost, public view, staff time and effort are rated from 1 to 5, with 1 being inexpensive and 5 being expensive.

Benefits are rated from 1 to 10, with 1 being a large benefit and 10 being a minimal benefit. The benefit of each BMP was weighed so that the BMPs with maximum benefit to culinary water conservation would rank better. The BMPs with lower totals are preferred.

Table 6: Conservation BMP Evaluations

ALTERNATIVE	BENEFIT	COST	PUBLIC VIEW	TIME	EFFORT	TOTAL
System O&M and Repair Options						
Water Loss Budget	4	1	2	3	2	12
Leak Detection System	7	3	2	3	3	18
Large Meter Replacement	3	1	2	3	3	12
System Repairs	1	2	2	3	3	11
Full Implementation of PI System	1	1	2	2	2	8
Water Reuse	4	4	5	4	5	22
User Conservation Options						
Water Leak Detection and Repair	3	2	4	2	2	13
Voluntary Water Audits	4	1	3	3	3	14
Efficient Fixtures and Appliances	6	2	4	2	2	16
Regulatory and Rate Options						
Water Conservation Committee	3	1	1	3	2	10
Efficient Landscaping Practices	3	1	2	3	3	12
Enforcement of Ordinances	3	2	4	2	2	13
Conservation Water Rate Structure	2	1	4	4	3	14
Shortage and Emergency Planning	8	2	3	1	1	15
Conservation Building Codes	5	2	4	3	2	16
Incentive to Wholesale Users	7	3	4	2	2	19
Behavioral and Educational Options						
Public Conservation Education	4	2	1	2	2	11
Peak Use Reduction	6	2	1	2	2	13
Improved Commercial Processes	8	2	2	3	3	18
Water Rationing Policies	8	2	3	3	3	19

Recommended water management and conservation program goals have been selected based on highest ranked conservation BMPs.

Most of the City's water conservation efforts will focus on successful implementation of the secondary water system. Other programs will provide additional water conservation and provide information needed for updating the conservation plan in five years.

Programs recommended to be implemented over the next five years are summarized in Table 7. The table also lists water use reduction goals, implementation schedules and evaluation processes to measure progress. Table 8 shows an evaluation of the water management and conservation plan goals adopted in October 2019.

Table 7: Recommended Water Conservation Goals 2024-2029

DESCRIPTION	GOAL	DEADLINE	EVALUATION
System Repairs	Upgrade the culinary system by replacing older infrastructure	December 31, 2029	Specific infrastructure replaced.
Enforcement of Existing Ordinances	The City has recently adopted an ordinance restricting the use of pressurized irrigation to certain days of the week.	Ongoing program	Collect data and calculate the use per capita per month and annually and compared with State's average use.
Water Conservation Committee	Organize a Water Conservation Committee and implement water conservation options.	Ongoing program	Organize meetings at least quarterly and evaluate the water use and reductions based on implemented options.
Public Conservation Education	Distribute two water conservation newsletters per year with utility bills.	Ongoing program	Document by using work orders the number of newsletters distributed per year.
Water Meter Change – Out Program	Change out 300 residential water meters per year	Ongoing program	Number of meters replaced.

Water users within the City of American Fork, whether commercial or residential customers, are invited to participate in city meetings and establishing priorities for conservation activities. Decisions made by the City regarding establishing conservation goals and priorities will attempt to reflect suggestions and comments offered by customers and interested parties.

Opportunities for public involvement and comment will be provided through public hearings as this plan is approved and as future updates to the plan are made.

Staff attend water conferences and receive training and education on water conservation and practices. Staff help educate public through mailings, scout groups, and individual interaction with homeowners or residents.

Table 8: Water Management and Conservation Goals

TABLE 11: EVALUATION OF THE WMCP 2024 TO 2029			
Description	Goal	Deadline	Evaluation
System Repairs	Upgrade the culinary system by replacing older components. Reduce water use to 150 gpd per capita	December 31, 2029	Collect data and calculate the use per capita per month and annually. Completed. 2018 water consumption per capita = 75.28 gpd
Enforcement of Existing Ordinances	The City has recently adopted an ordinance restricting the use of pressurized irrigation to certain days of the week.	December 31, 2029	Collect data and calculate the use per capita per month and annually and compared with State's average use. Ongoing program
Water Conservation Committee	Organize a Water Conservation Committee and implement water conservation options.	December 31, 2015	Organize meetings at least quarterly and evaluate the water use and reductions based on implemented options. Complete
Public Conservation Education	Distribute two water conservation newsletters per year with utility bills.	2024 until 2029	Document by using work orders the number of newsletters distributed per year. Ongoing program
Water Meter Change – Out Program	Change out 300 residential water meters per year	2024 until 2029	Number of meters replaced. Ongoing program

Conclusions

The City of American Fork is documenting its updated Water Management and Conservation Plan (WMCP) with this report. With recent construction of the pressurized irrigation, the culinary water system has adequate source, right, storage and distribution for the foreseeable future. Some additional water source and conservation measures will be needed to meet demand at total built out. The distribution system is aging and needs some repair. The implementation of the pressurized irrigation represents the best option for conservation of culinary water supplies.

The goals set on the 2014 Water Management and Conservation Plan were all met. There is a high demand for irrigation water and the City is taking steps to reduce water waste and bring the amount of water per capita to a number that matches the state's average more closely. Ordinances have been adopted to restrict watering times and days to help conserve water. The City is taking steps to further reduce excess water use by implementing water meters on all new secondary water connections. City has installed meters on all secondary connections. The City will begin reading those meters during the 2024 irrigation season to collect data for rate study. City staff are reviewing codes to implement changes as needed. The WMCP identifies and prioritizes several conservation options based on benefits, cost, and other factors. The recommended programs will be implemented in phases over the next five years.



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
OCTOBER 22, 2024**

Department Recorder

Director Approval Terilyn Lurker

AGENDA ITEM Review and action on an ordinance approving the vacation of a transportation easement located at approximately 250 West and 700 South.

SUMMARY RECOMMENDATION

Staff would recommend approval.

BACKGROUND

Approval is to vacate the transportation easement that runs along the back of lots 301, 302, and 303 of the Harbor Village Plat B subdivision.

BUDGET IMPACT

NA

SUGGESTED MOTION

Move to adopt the ordinance approving the vacation of the transportation utility easement at approximately 250 West 700 South.

SUPPORTING DOCUMENTS

10.22.24 Transportation Easement Vacation (DOCX)

ORDINANCE NO. _____

AN ORDINANCE VACATING A TRANSPORTATION UTILITY EASEMENT AT 250 WEST 700 SOUTH, AMERICAN FORK, UTAH

WHEREAS, the City of American Fork has the authority to vacate transportation utility easements and finds that there is good cause for the vacating of said portion of easement and neither the public interest nor any person will be materially injured by said vacation; and

WHEREAS, the City gave advance public notice of its intent to vacate a portion of said easement as required by state law and then held a public hearing on October 22, 2024, regarding such intent and carefully considered the comments of the public thereof.

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

SECTION I: Vacation of a transportation utility easement at 250 West 700 South, American Fork, Utah

- A. The City Council of American Fork finds that there is good cause for vacating a portion of the easement and that neither the public interest nor any person will be materially injured by the vacation.
- B. The following described portion of the easement and shown on Exhibit A is hereby vacated:

The Transportation Utility Easement shown on the rear boundary line of Lots 301, 302, and 303 of the Harbor Village Plat B Subdivision to be vacated.

SECTION II: 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 any of the remaining sections, paragraphs, sentences, clauses, or phrases of this Ordinance.

SECTION III: EFFECTIVE DATE

This Ordinance shall take effect immediately upon its passage and first publication as provided by law.

PASSED AND ADOPTED by the City Council of American Fork City this 22 day of OCTOBER 2024.

ATTEST:

Bradley J. Frost, Mayor

Terilyn Lurker, City Recorder

EXHIBIT 'A'

