



REGULAR MEETING AGENDA
Mapleton City Council Meeting
Wednesday, December 4, 2024 at 6:00 p.m.
Mapleton City Council Chambers
125 W 400 N, Mapleton, UT 84664

CALL TO ORDER—INVOCATION- PLEDGE OF ALLEGIANCE

MAYOR'S COMMENTS

PUBLIC FORUM: Members of the audience may bring to the attention of the Mayor and Council any item that is not on the agenda. Please sign in. Speakers are generally given two to three minutes, at the discretion of the Mayor, to address the Council. State law prohibits the Council from acting on items that do not appear on the agenda. **The Mayor reserves the right to amend the order of the agenda items and to delete items no longer required for consideration.**

CONSENT AGENDA: Items on the consent agenda are routine in nature and do not require discussion or independent action. Members of the Council may ask to remove any items from the consent agenda to be considered individually. Unless that is done, one motion may be used to adopt all recommended actions. If the public has questions or comments regarding the consent agenda, please contact staff prior to the meeting.

1. Approval of City Council meeting minutes- November 19, 2024
2. Notice of Intent to amend the FY 2024-25 Budget. *Bryce Oyler, Finance Director*
3. Consideration of a Resolution approving two amendments and renewing of the Interlocal Agreement with the Utah County Major Crimes Task Force. *John Jackson, Public Safety Director/Police Chief*
4. Consideration of a Resolution awarding the contract for the Mapleton Parks and Recreation Shop to Warner & Associates Construction. *Logan Miner, Parks and Recreation Director*
5. Consideration of a Resolution awarding the design contract for the Mapleton City Park Redesign to Blu Line Designs. *Logan Miner, Parks and Recreation Director*

MAYOR, COUNCIL AND ADMINISTRATIVE REPORTS

ADJOURNMENT FROM REGULAR SESSION

CLOSED MEETING:

Mapleton City Council may adjourn the regular meeting and convene into a closed session pursuant to §52-4-205, as provided by Utah Code.


Camille Brown, City Recorder

The public is invited to participate in all Mapleton city council meetings. This meeting will also be streamed via You Tube at Mapleton City Meetings. There will be no public comment via You Tube viewing. The link for the meeting is: <https://www.youtube.com/channel/UCx8-QGmCOXWQOsZq8pGYrsAgenda>

THIS AGENDA IS SUBJECT TO CHANGE WITH A MINIMUM OF 24 HOURS NOTICE

A copy of the agenda was posted at the City Offices November 26, 2024, at 4:00 pm also delivered to the Mayor, City Council members. In compliance with the Americans with Disabilities Act, the city will make reasonable accommodations to ensure accessibility to this meeting. If you need special assistance to participate in this meeting, please contact the City Recorder at 801-806-9106 at least three working days prior to the meeting.



City Council Staff Report

Date:

12/4/2024

REQUEST

Notice of intent to amend the Fiscal Year 2024-2025 Budget.

Prepared By:

Bryce Oyler

BACKGROUND & DESCRIPTION

Per the State Auditors Office, cities are required to notice an intent to amend the budget prior to the adoption of budget amendments. Mapleton City intends to amend the Fiscal Year 2024-2025 Budget on January 15, 2025.

Public Hearing:

No

RECOMMENDATION

Attachments:

None

Notice of intent to amend the Fiscal Year 2024-2025 Budget.



City Council Staff Report

Date:

December 3, 2024

Applicant:**Location:****Prepared By:**

John Jackson,
Public Safety Director

Public Hearing:

No

Attachments:

Interlocal agreement

REQUEST

Consideration of a Resolution approving two amendments and renewing the interlocal agreement with the Utah County Major Crimes Task Force.

BACKGROUND & DESCRIPTION

The Utah County Major Crimes Task Force is made of officers from nearly every police agency in Utah County. The purpose of the task force is to enforce drug distribution cases as well as help Utah County agencies with needs on high profile cases. Police agencies that do not have the manpower to assign an officer to the task force participate by contributing annual funds. Currently, Mapleton City does not have an officer assigned to Major Crimes but does contribute \$6000.00 annually.

EVALUATION

The interlocal agreement between the participating cities was recently updated to include two amendments to the previous agreement. The first amendment was to extend the term of the interlocal agreement to the year 2029. The second was to improve the notification requirements to participating agencies in the event of a civil claim made against a Major Crimes officer.

Utah County Deputy Attorney Ben Van Noy and Mapleton City legal representation have both reviewed and approved the agreement.

RECOMMENDATION

Approve the amended interlocal agreement between Mapleton City and the Utah County Major Crimes Task Force.

RESOLUTION NO. 2024-

CONSIDERATION OF A RESOLUTION OF THE MAPLETON CITY COUNCIL ENTERING INTO AN AMENDED INTERLOCAL AGREEMENT BETWEEN MAPLETON CITY AND THE UTAH COUNTY MAJOR CRIMES TASK FORCE

WHEREAS, Mapleton City is a participating entity with the Utah County Major Crimes Task Force.

WHEREAS, the interlocal agreement with the task force requires periodic updates and amendments.

WHEREAS, A new interlocal agreement with two amendments has been completed and reviewed by legal representation.

NOW THEREFORE, BE IT RESOLVED by the City Council of Mapleton, Utah, to enter in to the amended interlocal agreement with the Utah County Major Crimes Task Force.

PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF MAPLETON, UTAH, This 4th day of December, 2024.

Dallas Hakes, Mayor

ATTEST:

Camille Brown
City Recorder

AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT

by and between

UTAH COUNTY, UTAH

PROVO CITY

CITY OF OREM

PLEASANT GROVE CITY

AMERICAN FORK CITY

ALPINE CITY

SPANISH FORK CITY

SANTAQUIN CITY

LEHI CITY

SPRINGVILLE CITY

PAYSON CITY

MAPLETON CITY

SALEM CITY

SARATOGA SPRINGS CITY

LINDON CITY

LONE PEAK PUBLIC SAFETY DISTRICT

CITY OF CEDAR HILLS

and

HIGHLAND CITY

Relating to the intergovernmental program
known as the

Utah County Major Crimes Task Force

AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT

AMENDMENT TO UTAH COUNTY AGREEMENT NO. 2020-651, AN INTERLOCAL COOPERATION AGREEMENT, made and entered into by and between UTAH COUNTY, UTAH, a body corporate and politic of the State of Utah, PROVO CITY, CITY OF OREM, PLEASANT GROVE CITY, AMERICAN FORK CITY, ALPINE CITY, SPANISH FORK CITY, SANTAQUIN CITY, LEHI CITY, SPRINGVILLE CITY, PAYSON CITY, MAPLETON CITY, SALEM CITY, SARATOGA SPRINGS CITY, LINDON CITY, CITY OF CEDAR HILLS, and HIGHLAND CITY, all municipal corporations, and LONE PEAK PUBLIC SAFETY DISTRICT.

WITNESSETH:

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953 as amended, the above public agencies, including political subdivisions of the State of Utah as therein defined, have entered into an interlocal cooperation agreement to provide joint or cooperative law enforcement services between or among public agencies that are each authorized by law to provide those services as the Utah County Major Crimes Task Force, as most recently provided in Utah County Agreement No. 2020-651, (the Agreement; attached hereto and hereby incorporated by this reference); and

WHEREAS, the parties to the Agreement desire to amend the Agreement;

NOW, THEREFORE, THE AGREEMENT IS HEREBY AMENDED AS FOLLOWS:

1. This amendment to the Agreement shall become effective and shall enter into force, within the meaning of the Interlocal Cooperation Act upon the submission of this amendment to, and the approval and execution hereof by the executive power or legislative body of all of the signatories to the Agreement. This amendment shall not become effective until it has been

reviewed as to proper form and compliance with applicable law by an attorney for each of the signatories to the Agreement. Prior to becoming effective, this amendment shall be filed with the person who keeps the records of each of the parties hereto. All parties hereto agree that the provisions of the Agreement unaffected by this amendment hereby shall remain in full force and effect.

2. Section 1 of the Agreement shall be amended to change the termination date to December 31, 2029.

Section 2 of this Agreement shall be amended as follows:

“Section 2. Administration of Agreement.

The parties to this Agreement do not contemplate nor intend to establish a separate legal entity under the terms of this Interlocal Cooperation Agreement. The parties to this Agreement do agree, pursuant to Section 11-13-207, Utah Code Annotated, 1953, as amended, to establish a joint administrative board responsible for administering the joint undertaking to be known as the Utah County Major Crimes Task Force, hereinafter referred to as the Task Force. The Administrative Board shall consist of one representative from each party to this Agreement and the Utah County Attorney. The appointed representatives shall serve at the pleasure of the governing body of the respective parties to this Agreement. Each member of the Administrative Board shall be allowed one vote and all matters shall be determined, after appropriate discussion, by majority vote. The Administrative Board shall adopt such rules and procedures regarding the orderly conduct of its meetings and discussions, including the frequency and location of meetings, as it shall deem necessary and appropriate.

The Administrative Board shall appoint one peace officer to act as the Task Force Director and one peace officer to act as Field Supervisor for Task Force operations. The

Administrative Board shall also appoint six members to act as the Executive Board in addition to the Utah County Attorney who shall be a permanent member of the Executive Board. The duties of the Executive Board shall be to execute and carry out policies established by the Administrative Board and to establish policies and procedures for the day to day operations of the Task Force. The Executive Board shall report to the Administrative Board at least monthly. Appointed members of the Executive Board may be removed at any time by a majority vote of the Administrative Board.

The CITY OF OREM is appointed by the parties to this Agreement as the financial department for the Task Force. The CITY OF OREM shall oversee the accountability of the Task Force, including the budget. Monies paid to the Task Force shall be deposited with and accounted for by the CITY OF OREM. Funds shall be audited in accordance with standard financial procedures and regularly established laws relating to audit and management of public funds. The CITY OF OREM shall facilitate and make available checking accounts and procurement procedures.

In addition to the above administration, the Utah County Attorney's Office is designated as the entity which will provide legal advice on civil matters related to Task Force operations. Since a separate entity is not created pursuant to this Agreement, in the event a member law enforcement officer or their employing agency becomes the subject of a claim or lawsuit arising out of Task Force investigations and or operations, the individual law enforcement officer or his employing agency will be required to defend itself. If any law enforcement officer(s) from any member agency becomes the subject of a claim or lawsuit arising out of Task Force operations and/or investigations (hereinafter Defendant(s)), each Defendant or their subject agency shall immediately notify the Executive Board upon receipt of a Notice of Claim,

Summons and Complaint, or other request for compensation (whichever is received first). No Defendant will enter into a settlement of, or attend mediation for, all or a portion of the claim (official claim or otherwise) or lawsuit without first promptly, and at least two weeks prior to entering into the settlement of all or a portion of the claim or lawsuit, notify all other Defendant(s) of the same claim (including their employing government agencies if the agency is not a named party) and the Executive Board of the terms and conditions of the proposed settlement. All notified Defendant(s) and all parties to this agreement (including their employing government agencies if the agency is not a named party) shall keep the proposed settlement confidential and will not disclose the terms and conditions thereof except to their respective attorneys, insurers, and officials, as necessary, to evaluate the proposed settlement. No party shall have authority over any settlement or have any authority to otherwise direct any negotiations, litigation or any claim or lawsuit of any other party. However, Defendants shall attempt to coordinate and agree on a total sum of any claim or settlement and a cost allocation between each Defendant. Upon notification as described in this section, the Executive Board shall, as soon as practicable, meet together to discuss any and all notices of claim, pending litigation, and/or proposed settlements.

The parties hereto agree that the secretary assigned to do work for the Task Force will be a full-time employee of the CITY OF OREM. Orem employee(s) assigned to the Task Force shall exercise control and supervision over the secretary and shall be responsible for conducting his or her employee evaluations. The Task Force secretary shall be subject to the personnel policies and procedures of the CITY OF OREM. The Task Force secretary shall be classified as a “Secretary” under Orem’s personnel classification system and shall receive all compensation and benefits normally associated with that classification.

The parties hereto agree to reimburse the CITY OF OREM for all costs associated with the employment of the Task Force secretary, including salary, benefits, workers' compensation and unemployment compensation. The CITY OF OREM shall participate in its pro rata share of the costs. The parties hereto also agree to indemnify and hold the CITY OF OREM harmless from and against any claim, action or damages arising out of the employment of the Task Force secretary. The intent of this paragraph is to make the CITY OF OREM completely whole so that it is not required to pay more than its normal pro rata share of all costs associated with the employment of the Task Force secretary, whether those costs be the routine costs of employment, or costs incurred due to claims or actions brought by, against, because of, or related to the Task Force secretary. The CITY OF OREM shall not have any obligation to retain the secretary or provide other employment for the secretary in the event that the Task Force dissolves, the position is eliminated, or the person is terminated from that position.

The parties hereto agree that when officers are acting under the direction of the Administrative Board, Executive Board, Task Force Director, or Field Supervisor, they are functioning in a "Task Force operation."

If a member jurisdiction wishes to request that the Task Force take over an investigation, the member's chief of police shall submit a request in writing to the Task Force Director of the Task Force. The request shall include: [1] the date of the request; [2] an explanation concerning how the proposed investigation fits within the purposes of the Task Force; and [3] the person(s) and/or crime(s) to be investigated. If the Task Force Director determines that the Task Force should take over the proffered investigation, he shall sign the acceptance portion of the request and affix the date and time of his signature. The investigation shall become a "Task Force operation" upon the Task Force Director's execution of the acceptance.

Any assistance provided by Task Force officers to a member jurisdiction outside the scope of a written request shall not be governed by this Agreement.

The parties hereto agree that when officers are functioning in a Task Force operation not within the officers' home jurisdiction, but within the jurisdiction of a member city, the officers are not required to notify the member city of their presence. Prior to entering a non-member city, officers shall notify the non-member city of their intentions to enter that non-member city."

3. This amendment may be executed in one or more counterparts, all of which together shall be considered one and the same amendment. All other provisions of the Agreement not expressly changed in this Amendment shall remain the same and in full force and effect.

IN WITNESS WHEREOF, the parties have signed and executed this amendment, after resolutions duly and lawfully passed, on the dates listed below:

UTAH COUNTY

Authorized by Resolution No. _____, authorized and passed on the _____ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS

UTAH COUNTY, UTAH

Brandon B. Gordon, Chairman

ATTEST: Aaron R. Davidson Reviewed as to proper form and compliance with
Utah County Clerk applicable law.

By: _____
Deputy Clerk

By: _____
Deputy Utah County Attorney

PROVO CITY

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2024.

MAYOR

ATTEST:

Reviewed as to proper form and compliance
with applicable law.

CITY RECORDER

CITY ATTORNEY

CITY OF OREM

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2024.

MAYOR

ATTEST:

Reviewed as to proper form and compliance
with applicable law.

CITY RECORDER

CITY ATTORNEY

PLEASANT GROVE CITY

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2024.

MAYOR

ATTEST:

Reviewed as to proper form and compliance
with applicable law.

CITY RECORDER

CITY ATTORNEY

AMERICAN FORK CITY

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2024.

MAYOR

ATTEST:

Reviewed as to proper form and compliance
with applicable law.

CITY RECORDER

CITY ATTORNEY

ALPINE CITY

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2024.

MAYOR

ATTEST:

Reviewed as to proper form and compliance
with applicable law.

CITY RECORDER

CITY ATTORNEY

SPANISH FORK CITY

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2024.

MAYOR

ATTEST:

Reviewed as to proper form and compliance
with applicable law.

CITY RECORDER

CITY ATTORNEY

SANTAQUIN CITY

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2024.

MAYOR

ATTEST:

Reviewed as to proper form and compliance
with applicable law.

CITY RECORDER

CITY ATTORNEY

LEHI CITY

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2024.

MAYOR

ATTEST:

Reviewed as to proper form and compliance
with applicable law.

CITY RECORDER

CITY ATTORNEY

SPRINGVILLE CITY

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2024.

MAYOR

ATTEST: Reviewed as to proper form and compliance
with applicable law.

CITY RECORDER

CITY ATTORNEY

PAYSON CITY

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2024.

MAYOR

ATTEST:

Reviewed as to proper form and compliance
with applicable law.

CITY RECORDER

CITY ATTORNEY

MAPLETON CITY

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2024.

MAYOR

ATTEST:

Reviewed as to proper form and compliance
with applicable law.

CITY RECORDER

CITY ATTORNEY

SALEM CITY

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2024.

MAYOR

ATTEST:

Reviewed as to proper form and compliance
with applicable law.

CITY RECORDER

CITY ATTORNEY

HIGHLAND CITY

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2024.

MAYOR

ATTEST:

Reviewed as to proper form and compliance
with applicable law.

CITY RECORDER

CITY ATTORNEY

SARATOGA SPRINGS CITY

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2024.

MAYOR

ATTEST:

Reviewed as to proper form and compliance
with applicable law.

CITY RECORDER

CITY ATTORNEY

LINDON CITY

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2024.

MAYOR

ATTEST:

Reviewed as to proper form and compliance
with applicable law.

CITY RECORDER

CITY ATTORNEY

LONE PEAK PUBLIC SAFETY DISTRICT

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2024.

ITS:

ATTEST:

Reviewed as to proper form and compliance
with applicable law.

DISTRICT SECRETARY

ATTORNEY for District

CITY OF CEDAR HILLS

Authorized by Resolution No. _____, authorized and passed on the _____
day of _____, 2024.

MAYOR

ATTEST:

Reviewed as to proper form and compliance
with applicable law.

CITY RECORDER

CITY ATTORNEY



City Council Staff Report

Date:

December 4, 2024

Prepared By:

Logan Miner,
Parks and Recreation Director

Public Hearing:

N/A

Attachments:

Resolution
Winning Bid Document

REQUEST

Award the contract for the Mapleton Parks and Recreation Shop to Warner & Associates Construction

BACKGROUND & DESCRIPTION

This project includes the construction of a new Parks and Recreation Shop. The building includes shop bays with additional support space and upper-level storage space. A separate standalone materials storage building is also included.

This building will replace the current maintenance shop on the corner of Maple & Main.

FY24/25 budget has allocated \$3,000,000 for the construction of this project. The funds are being paid from Buy Back Park Impact Fees and Capital Project funds.

The project was advertised on the state's Utah Public Procurement Place (U3P) for 3 weeks from October 23 to November 14th.

There were 13 contractors who submitted bids for this project.

Warner & Associates submitted the winning bid for an amount of \$2,967,000.

RECOMMENDATION

Award the contract for the Mapleton Parks and Recreation Shop to Warner & Associates Construction for a total contract amount of \$2,967,000

RESOLUTION NO. 2024-

CONSIDERATION OF A RESOLUTION AWARDING THE CONTRACT FOR THE MAPLETON PARKS AND RECREATION SHOP TO WARNER & ASSOCIATES CONSTRUCTION

WHEREAS, Mapleton City recognizes the need to replace the current maintenance building shop located at the corner of Maple & Main to better meet the operational needs of the Parks and Recreation Department; and

WHEREAS, the proposed project includes the construction of a new Parks and Recreation Shop with shop bays, support space, upper-level storage, and a standalone materials storage building; and

WHEREAS, the project was advertised on the Utah Procurement Place (U3P) for three weeks from October 23 to November 14, 2024, in accordance with state procurement requirements; and

WHEREAS, 13 contractors submitted bids; and after thorough evaluation of all proposals, Warner & Associates Construction was determined to have submitted the winning bid with a total contract amount of \$2,967,000.

NOW THEREFORE, BE IT RESOLVED by the City Council of Mapleton, Utah, to award the contract for the Mapleton Parks and Recreation Shop to Warner & Associates Construction in the amount of \$2,967,000.

PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF MAPLETON, UTAH, This 4th, Day of December 2024.

Dallas Hakes, Mayor

ATTEST:

Camille Brown
City Recorder



DOCUMENT 00 41 00
BID FORM

PART 1 GENERAL

1.1 BID PROPOSAL

- A. After having personally and carefully examined all conditions surrounding the Work and the Contract Documents, the undersigned proposes to furnish all labor, equipment, tools, and machinery and to furnish and deliver all materials not specifically mentioned as being furnished by OWNER, which is required in and about the construction of the Construction Contract known as **Mapleton Parks & Recreation Shop**.
- B. The undersigned proposes to complete the Work for the price or prices listed in the Bid Schedule (Document 00 43 00) and understands that quantities for Unit Price Work are not guaranteed.
- C. The undersigned proposes to furnish bonds with the Contract, signed by a surety company satisfactory to the OWNER, in an amount equal to the Contract amount conditioned to ensure compliance with all requirements of the Contract Documents.
- D. The undersigned encloses a certified check, cashier's check, or a Bid Bond for _____
Two Million Nine Hundred Sixty-Seven Thousand dollars (\$ 2,967,000.00) which is five (5) percent of the Bid amount, payable to OWNER, as a guarantee of good faith, and which it is agreed will be forfeited to OWNER as liquidated damages in the event of the failure of the undersigned to enter into a contract and furnish satisfactory bonds to OWNER.
- E. The undersigned proposes to execute the Agreement within seven (7) days after OWNER issues the Notice of Intent to Award, and to begin work within seven (7) days after OWNER issues the Notice to Proceed.
- F. The undersigned agrees the Bid is genuine. The Bid is not made in the interest of or on behalf of any undisclosed person, firm, or corporation. The undersigned agrees that they have not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; that they have not solicited or induced any person, firm, or corporation to refrain from bidding; and that they have not sought by collusion to obtain for itself any other advantage over any separate Bidder or over OWNER.
- G. If OWNER finds it necessary to further define the Work, Contract Price, Contract Time, or some other portion of the Construction Contract, after Bid Opening, the Bidder promises to execute a



Change Order prior to or concurrent with the execution of the Agreement, if the Change Order is acceptable to the Bidder.

- H. It is understood that the OWNER has the right to reject this proposal or to accept it at the prices listed in the Bid Schedule.

PART 2 EXECUTION

2.1 BIDDER

The Bidder is as follows:

A. Name:

Warner & Associates Construction

B. Address:

1460 North Main #1A
Spanish Fork, Utah 84660

C. Telephone Number: 801-794-0024

D. Email Address: johnny@warnerconst.com / joel@warnerconst.com

E. Tax Identification Number: 27-3729082

Bidder holds license number Contractor's Lic. #7853423-5501, issued on the 13th day of Dec., 2010, by the Utah State Department of Commerce, Division of Occupational and Professional Licensing. Bidder is licensed to practice as a General w/ LRF contractor.

License renewal date is the 30th day of November, 2025.

The undersigned hereby acknowledges receipt of the following Addenda:

(List Addenda Numbers Here)



2.2 BIDDER'S SUBSCRIPTION

Joel Warner

(Name of Person Signing)

President

(Title of Person Signing)


(Signature)

END OF DOCUMENT



PART 1 GENERAL

1.1 PROCEDURE

- A. For filing purposes, add Bid Bond to the Contract Documents following this page.

END OF DOCUMENT

**AIA**[®]**Document A310™ – 2010****Bid Bond****CONTRACTOR:***(Name, legal status and address)*

Warner & Associates Construction, Inc.
 1460 North Main, Suite 1A
 Spanish Fork, Ut 84660

SURETY:*(Name, legal status and principal place of business)*

Western Surety Company
 151 N. Franklin Street
 Chicago, IL 60606

OWNER:*(Name, legal status and address)*

Mapleton City
 125 W. Community Center Way
 Mapleton, Utah 84664

BOND AMOUNT:

****Five Percent of the Attached Bid** (5%)**

PROJECT:*(Name, location or address, and Project number, if any)*

Mapleton Parks & Recreation Shop
 400 North 300 West, Mapleton, Utah 84664

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.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, 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.

Signed and sealed this 14th day of November, 2024

Warner & Associates Construction, Inc.

(Principal)

(Seal)

(Witness)

(Title)

Western Surety Company

(Surety)

(Title) David T. Smedley, Attorney-in-Fact

(Witness)

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.

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061110

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

David T Smedley, Michael R Vowles, Robyn B Jensen, Danise Worwood, Brett Palmer, Valarie Trujillo, Individually

of Salt Lake City, UT, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 29th day of December, 2023.



WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 29th day of December, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 14th day of November, 2024.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

MAPLETON
U T A H
DOCUMENT 00 43 00
BID SCHEDULE

PART 1 GENERAL

1.1 DOCUMENT INCLUDES

- A. Price Schedules.
- B. Measurement and payment provisions.

1.2 CONSTRUCTION CONTRACT

- A. This Construction Contract is known as **Mapleton Parks & Recreation Shop**

1.3 REFERENCES

- A. Payment Procedures (01 2900).
- B. Agreement (Document 00 52 00).

1.4 SCHEDULES TO BE ADDED TO THE AGREEMENT

- A. This document shall be added to the Agreement by reference.



DOCUMENT 00 43 36
PROPOSED SUBCONTRACTOR FORM

PART 1 GENERAL

1.1 BIDDER

This will be provided within 24 hours of awarded bid.

The Bidder is as follows:

- A. Name: _____
- B. Street Address: _____
- C. City, State, Zip: _____
- D. Phone Number: _____
- E. Emails Address: _____
- F. Tax Identification Number: _____

1.2 CONSTRUCTION CONTRACT

- A. The Construction Contract is known as **Mapleton Parks & Recreation Shop**

PART 2 REPORT

2.1 SUBCONTRACTOR AND SUPPLIER REPORT

- A. Failure of the Bidder to specify a Subcontractor for any portion of the Work constitutes an agreement by the Bidder that the Bidder is fully qualified to perform that portion, and that Bidder shall perform that portion.
- B. Bidder will be fully responsible to OWNER for the acts and omissions of Subcontractors and Suppliers and of persons either directly or indirectly employed by them, as Bidder is for the acts and omissions of person employed by Bidder directly.
- C. Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor or Supplier and OWNER. Bidder agrees each subcontract with Bidder's Subcontractor will disclaim any third party or direct relationship between OWNER and any Subcontractor or Supplier.
- D. The names and addresses of the Subcontractors and Suppliers who will work under the terms of the Contract Documents and the estimated dollar amount of each subcontract in excess of two (2) percent of the Bid sum are set forth as follows:



SUBCONTRACTORS		
NAME AND ADDRESS	NATURE AND EXTENT OF WORK TO BE SUBLET	AMOUNT
This will be provided within 24 hours of awarded bid.		

SUPPLIERS		
NAME AND ADDRESS	NATURE AND EXTENT OF WORK TO BE SUBLET	AMOUNT
This will be provided within 24 hours of awarded bid.		

PART 3 EXECUTION

3.1 EFFECTIVE DATE

- A. Bidder executes this Subcontractor and Supplier report and declares it to be a supplement to the Bid and in effect as of _____, _____.



3.2 BIDDER'S SUBSCRIPTION

This will be provided within 24 hours of awarded bid.

(Name of Person Signing)

(Title of Person Signing)

(Signature)

END OF DOCUMENT



DOCUMENT 00 43 38
BIDDER STATUS FORM

PART 1 GENERAL

1.1 BIDDER

The Bidder is as follows:

- G. Name: Warner & Associates Construction
- H. Street Address: 1460 North Main #1A
- I. City, State, Zip: Spanish Fork, Utah 84660
- J. Phone Number: 801-794-0024
- K. Emails Address: johnny@warnerconst.com / joel@warnerconst.com / tj@warnerconst.com
- L. Tax Identification Number: 27-3729082

1.2 CONSTRUCTION CONTRACT

- A. The Construction Contract is known as **Mapleton Parks & Recreation Shop**

PART 2 REPORT

2.1 BIDDER STATUS REPORT

Bidder affirms the following information is true and correct.

1. Number of employees: 18
2. Bidder's firm is: (check the following as applicable)
 - a. ☒ Independently owned and operated
 - b. ☐ An affiliate of*
 - c. ☐ A subsidiary of*
 - d. ☐ A division of*
 - e. ☐ A business with gross revenue in excess of \$ \$30 Million
 - f. ☐ A business with gross revenue below \$ \$30 Million

* PARENT COMPANY:

- A. Company Name: Warner & Associates Construction
- B. Street Address: 1460 North Main #1A
- C. City, State, Zip: Spanish Fork, Utah 84660
- D. Phone Number: 801-794-0024



E. Emails Address: johnny@warnerconst.com / joel@warnerconst.com

F. Responsible Party: President Joel Warner

PART 3 EXECUTION

3.1 EFFECTIVE DATE

B. Bidder executes this status report and declares it to be a supplement to the Bid and in effect as of November 14th, 2024.

3.2 BIDDER'S SUBSCRIPTION

Joel Warner

(Name of Person Signing)

President

(Title of Person Signing)



(Signature)

END OF DOCUMENT



DOCUMENT 00 45 37
STATUS VERIFICATION SYSTEM AFFIDAVIT

PART 1 GENERAL

1.1 BIDDER

The Bidder is as follows:

- M. Name: Warner & Associates Construction
- N. Street Address: 1460 North Main #1A
- O. City, State, Zip: Spanish Fork, Utah 84660
- P. Phone Number: 801-794-0024
- Q. Emails Address: johnny@warnerconst.com / joel@warnerconst.com / tj@warnerconst.com
- R. Tax Identification Number: 27-3729082

1.2 OWNER

- A. The OWNER is Mapleton City Corporation.



1.3 CONSTRUCTION CONTRACT

- A. The Construction Contract is known as **Mapleton Parks & Recreation Shop**

PART 2 REQUIREMENTS

2.1 REGISTRATION AND PARTICIPATION

- A. Bidder has completed a status verification system registration process and follows requirements of Utah Code Section 63G-11-103
- B. Bidder will supply their Company Information page from the status verification system's website (screen shot of enrollment or company information page). The Company Information page shall be submitted with this Status Verification System Affidavit (Document 00 45 37).
- C. Bidder will require similar affidavits of registration and participation, as well as Company Information pages from a status verification system website, for any subcontractor who work under the terms of these Contract Documents.

PART 3 EXECUTION

3.1 BIDDER'S SUBSCRIPTION

Bidder's Status Verification System ID Number: 506227

Bidder's Utah License Number: BLC11-8104

Joel Warner

(Name of Person Signing)

President

(Title of Person Signing)



(Signature)

END OF DOCUMENT



DOCUMENT 00 45 38
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

PART 1 GENERAL

The undersigned Bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation, or partnership represented by him, entered into any combination, collusion, or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding, nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding, or combination with any other person in reference to such bidding. He/she further says that no person or persons, firm, or corporation has/have or will receive directly or indirectly, any rebate, fee, gift, commission, or thing of value on account of such sale.

PART 2 OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION
CONTAINED IN THE FORGOING BID ARE TRUE AND CORRECT

Date this 14th day of November, 2024

Warner & Associates Construction

(Name of Organization)

Joel Warner

(Title of Person Signing)

Joel Warner

(Signature)



PART 3 NOTARY

State of Utah)

)

County of Utah)

Before me, a Notary Public, personally appeared the above named and swore that the statement contained in the foregoing document are true and correct.

Subscribe and sworn to me this this 14th day of November, 2024.



Notary Public Signature

My commission expires: 08/29/2028.



Notary Seal

END OF DOCUMENT

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Warner & Associates Construction, Inc		
	2 Business name/disregarded entity name, if different from above.		
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐		
	5 Address (number, street, and apt. or suite no.). See instructions. 1460 North Main #1A	6 City, state, and ZIP code Spanish Fork, Utah 84660	7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	
2 7	3 7 2 9 0 8 2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date 10/3/2024
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they