AMERICAN FORK CITY COUNCIL
JANUARY 13, 2026
CITY COUNCIL 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, January 13, 2026, in the American Fork City Hall, 31 North Church Street, commencing at 7:00 p.m. The agenda shall be as follows:

REGULAR SESSION

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

COMMON CONSENT AGENDA

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

1. Approval of the December 2, 2025, work session minutes.
2. Approval of the December 9, 2025, city council minutes.
3. Approval of the authorization to release the Improvements Durability Retainer of $35,235.00 for Autumn Crest Plat F, located at 935 East 1060 North.
4. Approval of the authorization to release the Improvements Construction Guarantee in the amount of $123,940.25 and issue a Notice of Acceptance for the American Fork 860 Apartments (Arza) construction of public improvements located at 778 South 860 East.
5. Approval of the authorization to release the Improvements Construction Guarantee in the amount of $1,571,739.21 and issue a Notice of Acceptance for the Meadowbrook Phase 3 construction of public improvements located at 560 South 850 West.
6. Approval of the authorization to release the Improvements Construction Guarantee in the amount of $2,019,929.78 and issue a Notice of Acceptance for the Meadowbrook Phase 2 construction of public improvements located at 560 South 850 West.
7. Ratification of city payments (December 3, 2025, to January 6, 2026) and approval of purchase requests over $50,000.

ACTION ITEMS

1. Review and action on the following appointments to boards, commissions, and committees:
    a. Robert McGee to the PARC Tax board.
    b. Bob Nelson to the PARC Tax board.
2. Review and action on a resolution recognizing the American Fork Utah250 Committee, along with a memorandum of understanding and licensing agreement for support of America250 Utah.

3. Review and action on approval of an amended reimbursement agreement with Phelon Lakeland LLC for infrastructure improvements.
4. Review and action on a water banking agreement for water shares with Layne Downs for 19-acre feet of water.
5. Review and action on a revised water banking agreement for water shares with Patterson Construction for 17.6-acre feet of water.
6. Review and action on a resolution to consider the petition for annexation of the TSSD Boat Harbor Pump Station Annexation, consisting of 31.956 acres at approximately 20 East 1700 South.
7. Review and Action on an application for a Zone Change, known as Walton Lot Change, located at 794 West 1000 North Circle. The Zone Change will be on approximately 0.58 acres and is in the RA-1 and R1-12,000 zone. The applicant seeks to change to the R1-12,000 Zone.
8. Review and action on a resolution ratifying the action taken by the council to authorize the issuance of lease revenue bonds and establishing the maximum amount of the bonds.
9. Review and action on a resolution executing a lease/purchase agreement for the purchase of Fire Engine 53 and related equipment.
10. Review and action on the award of the design contract for the Boley Well Rehabilitation Project.
11. Review and action on the award of the design contract for the Dixie Well Project.
12. Review and action on the award of the design contract for the 860 East 1300 South Storm Drain Project.
13. Review and action approving the design contract for the 100 East Waterline Replacement (740 North to 1120 North) Project.
14. Review and action on approval of the Standard Operating Procedures for Municipal Stormwater Responsibilities required under the American Fork City MS4 Permit.
15. Review and action on an ordinance approving a code text amendment, known as Easements, of the American Fork City Municipal Code. Amending Section 15.01.110, the code text amendment removes standard side yard easements.
16. Review and action on an ordinance approving a code text amendment, known as Sidewalks - Cleaning By Property Owner, of the American Fork City Municipal Code. Amending Section 12.12.030, the code text amendment plans to clarify the existing language to detail that the owner or occupant of a property is responsible for maintaining the entire frontage of the property, including front, side, and rear.
17. Review and action on an Encroachment Agreement with the Utah Department of Transportation (UDOT) for Project S-R-399(40).
18. Review and action on a resolution providing for the continuity of government pursuant to the provisions of the Emergency Interim Succession Act.
19. Adjournment.

Dated this 8th day of January 2026.

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
JANUARY 13, 2026

Department Public Works **Director Approval** *Sam Kelly*

AGENDA ITEM Consideration regarding authorization to release the Improvements Durability Retainer of $35,235.00 for Autumn Crest Plat F, located at 935 East 1060 North.

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 $35,235.00 for Autumn Crest Plat F. Find that the quality of construction and materials have endured without evidence of unusual depreciation, wear, non-conformance of City standards, or need for remedial action.

SUPPORTING DOCUMENTS

Autumn Crest Plat F warranty bond release for City Council 1-13-26 (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 AUTUMN CREST PLAT F pursuant to the terms of Section 17.9.100 and 17.9.403 of the City Development Code, and pursuant to the recommendation of staff and the receipt of reports, documents, and other correspondence. The City Council finds that the quality of construction and materials have endured without evidence of unusual depreciation, wear, non-conformance to City standards, or need for remedial action.

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

Amount Released: $35,235.00

PASSED THIS 13 DAY OF JANAURY 2026

_____
City Representative, American Fork City

ATTEST:

_____
Terilyn Lurker, City Recorder

Attachment: Autumn Crest Plat F warranty bond release for City Council 1-13-26 (Durability Release)

BOND RELEASE REQUEST

Development Name: Autumn Crest Plat F

Development Address: 935 E 1060 N

☐ Partial Release ☐ Final Release ☑ 10% Warranty Release

Description of Item	Quantity	Units	Unit Price	Total	Inspector Use Only Complete? Yes/No
Warranty Release					
			Total	$35,235.00	

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

Please send check/bank letter to:

Name: Brady Mather #1026

Bank (if applicable): Alta Bank

Address: 113 S Main St.

City: Alpine State: Utah ZIP: 84004

Phone: _____ Email: brady.mather@altabank.com

Signature: _____ Date: 10/17/2025

Inspector Use Only

Inspector Signature: _____ Date: 12-10-25

Form Number xxx-xx-xxx Approved for use by PW Director Date Apr 3 2018

Per Taylor 12-16-25

Attachment: Autumn Crest Plat F warranty bond release for City Council 1-13-26 (Durability Release)

Autumn Crest F

Opinion of Probable Cost

5/11/2023

berg CIVIL ENGINEERING
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**					
1	8" Water Main DIP	505	L.F.	$33.38	$16,857	*Includes bedding, backfill*
2	Fire Hydrant Assembly	1	EA.	$10,500.00	$10,500	
3	8" Gate Valves	3	EA.	$2,950.00	$8,850	
4	8" Bends	4	EA.	$1,400.00	$5,600	
	8" Tees	1	EA.	$1,400.00	$1,400	
5	1" Water Service	11	EA.	$968.72	$10,656	
6	2" Blow-Offs	0	EA.	$950.00	$0	
7	Connect to existing	2	EA.	$800.00	$1,600	
	Sub-Total				**$55,463**	
B	**Pressurized Irrigation**					
8	8" PI	529	L.F.	$29.00	$15,341	*Includes bedding, backfill*
9	8" Gate Valve	3	L.F.	$1,212.00	$3,636	
10	1" PI Service	11	EA.	$753.00	$8,283	
	8" Tees	1	EA.	$1,400.00	$1,400	
11	8" Bends	4	EA.	$1,400.00	$5,600	
	1" Service w/Meter	11	EA.	$1,000.00	$11,000	
12	2" Blow-Offs	1	EA.	$950.00	$950	
13	Connect to existing	2	EA.	$800.00	$1,600	
	Sub-Total				**$47,810**	
C	**SEWER SYSTEM**					
14	8" PVC Sewer	305	L.F.	$52.50	$16,009	
15	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 warranty bond release for City Council 1-13-26 (Durability Release)

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
JANUARY 13, 2026

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 $123,940.25 and issue a Notice of Acceptance for the American Fork 860 Apartments (Arza) construction of public improvements located at 778 South 860 East.

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

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

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

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

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

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

SUGGESTED MOTION Move to accept the improvements and authorize the Mayor to execute the Notice of Acceptance for the American Fork 860 Apartments (Arza) public improvements located at 778 South 860 East. To authorize the issuance of documents and/or

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

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

SUPPORTING DOCUMENTS

American Fork 860 Apartment (Arza) Final bond release for City Council 1-13-26 (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 AMERICAN FORK 860 APARTMENT (ARZA- QUALITY DRIVE). 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: $123,940.25

PASSED THIS 13 DAY OF JANUARY 2026

_____
City Representative, American Fork City

ATTEST:

_____
Terilyn Lurker, City Recorder

Attachment: American Fork 860 Apartment (Arza) Final bond release for City Council 1-13-26 (Final Bond Release)

BOND RELEASE REQUEST

Development Name: American Fork 860 Apartments (The Arza)

Development Address: 778 S 860 E American Fork UT 84003

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

☐ Partial Improvement Assurance Release ☑ Final Improvement Assurance Release ☐ Improvement Warranty Release (10% Durability Release)

Description of Item	Quantity	Units	Unit Price	Total	Inspector Use Only Complete? Yes/No
4" Thick Sidewalk	17371	SF	5.75	$ 99,883.25	
Stamped Concrete	2234	SF	10.5	$ 23,457.00	
15" Concrete End Section	1	Each	600	$ 600.00	
			Total	$ 123,940.25	

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

Please send check/bank letter to:

Name: SCOTT LANERI

Bank (if applicable):

Address: 1245 E BRICKYARD RD SUITE #70

City: SALT LAKE CITY State: UTAH Zip: 84106

Phone: Email: SCOTT@theritchiegroup.com

Signature: [signature] Date: 12.10.2025

City Official Use Only

☒ Fees paid and current

Administrative Signature: [signature] Date: 12-10-25

Inspector Signature: [signature] Date: 12-10-25

Attachment: American Fork 860 Apartment (Arza) Final bond release for City Council 1-13-26 (Final Bond Release)

Name of Development: 860 East Quality Drive

		Date		Date		Date		Date		Date		Date		
		4/11/2023	Partial Release	1/13/2026	Final									

		Minimum Standard				Upsize																		
	Description of Item	Quantity	Unit	Unit Price	Total	Quantity	Unit	Unit Price	Total	Reimbursement	Release #1	Amount Requested	Release #2	Amount Requested	Release #3	Amount Requested	Release #4	Amount Requested	Release #5	Amount Requested	Release #6	Amount Requested	Balance
	SITE PREPARATION																						
	Mobilization	1	LS	$ 55,228.00	$ 55,228.00						1	$55,228.00		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	Site Demolition / Tree Removal	1	LS	$ 20,800.00	$ 20,800.00						1	$20,800.00		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	Dewatering	1	LS	$ 95,000.00	$ 95,000.00						1	$95,000.00		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	Load & Offhaul Site Cut Spoils	6379	CY	$ 4.75	$ 30,300.25						6379	$30,300.25		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	Haul & Place Imported Fill	951	CY	$ 22.25	$ 21,159.75						951	$21,159.75		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	SWPPP																						
	Engineered SWPPP Plan	1	LS	$ 2,700.00	$ 2,700.00						1	$2,700.00		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	Monthly SWPPP Inspections	8	MO	$ 425.00	$ 3,400.00						8	$3,400.00		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	SWPPP Signage	1	LS	$ 325.00	$ 325.00						1	$325.00		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	SWPPP Street Sweeping	1	LS	$ 12,000.00	$ 12,000.00						1	$12,000.00		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	Concrete Washout	1	LS	$ 8,750.00	$ 8,750.00						1	$8,750.00		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	Silt Fence	3978	LF	$ 2.15	$ 8,552.70						3978	$8,552.70		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	Inlet Protection	19	EA	$ 135.00	$ 2,565.00						19	$2,565.00		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	Trackout Pad	1069	LF	$ 3.50	$ 3,741.50						1069	$3,741.50		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	SEWER																						
	60" Sewer Manholes - Cast In Place	1	EA	$ 4,750.00	$ 4,750.00						1	$4,750.00		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	10" Sewer (8-10' Deep)	819	L	$ 43.50	$ 35,626.50						819	$35,626.50		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	10" Sewer Plug	1	EA	$ 700.00	$ 700.00						1	$700.00		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	Imported Trench Backfill	3656	TON	$ 10.25	$ 37,474.00						3656	$37,474.00		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	Load & OffHaul Soils	2494	CY	$ 7.25	$ 18,081.50						2494	$18,081.50		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	60" Sewer Manholes	3	EA	$ 3,775.00	$ 11,325.00						3	$11,325.00		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	48" Sewer Manholes	2	EA	$ 4,250.00	$ 8,500.00						2	$8,500.00		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	Tie-On To Existing	1	EA	$ 1,000.00	$ 1,000.00						1	$1,000.00		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	TV Inspection & Air Testing 1%	1	LS	$ 1,174.57	$ 1,174.57						1	$1,174.57		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	CULINARY WATER									$ 24,825.00													
	12" C-900	880	LF	$ 26.50	$ 23,320.00	880	LF	$ 36.50	$ 32,120.00	$ 8,800.00	880	$23,320.00		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	8" C-900	1695	LF	$ 26.50	$ 44,917.50						1695	$44,917.50		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	6" C-900	276	LF	$ 31.00	$ 8,556.00						276	$8,556.00		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	12" MJ Cap	2	EA	$ 1,150.00	$ 2,300.00	2	EA	$ 1,450.00	$ 2,900.00	$ 600.00	2	$2,300.00		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	12" x 8" FL Tee	1	EA	$ 1,550.00	$ 1,550.00	1	EA	$ 2,425.00	$ 2,425.00	$ 875.00	1	$1,550.00		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	12" MJ Gate Valve	1	EA	$ 2,100.00	$ 2,100.00	1	EA	$ 3,750.00	$ 3,750.00	$ 1,650.00	1	$2,100.00		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	12" MJ x FL Gate Valve	4	EA	$ 2,100.00	$ 8,400.00	4	EA	$ 3,750.00	$ 15,000.00	$ 6,600.00	4	$8,400.00		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	12" x 8" FL Cross	1	EA	$ 2,125.00	$ 2,125.00	1	EA	$ 3,375.00	$ 3,375.00	$ 1,250.00	1	$2,125.00		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	8" MJ Cap	9	EA	$ 1,150.00	$ 10,350.00						9	$10,350.00		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	8" MJ x FL Gate Valve	16	EA	$ 2,100.00	$ 33,600.00						16	$33,600.00		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	5' Bury Fire Hydrant 12" Main	2	EA	$ 4,100.00	$ 8,200.00	2	EA	$ 6,625.00	$ 13,250.00	$ 5,050.00	2	$8,200.00		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	Asphalt Patch	2736	SF	$ 8.75	$ 23,940.00						2736	$23,940.00		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	Imported Trench Backfill	1597	TON	$ 10.25	$ 16,369.25						1597	$16,369.25		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	Load & OffHaul Soils	878	CY	$ 7.25	$ 6,365.50						878	$6,365.50		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	2" Poly	95	LF	$ 17.25	$ 1,638.75						95	$1,638.75		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	8" FL Cross	2	EA	$ 2,125.00	$ 4,250.00						2	$4,250.00		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	8" FL Tee	1	EA	$ 1,550.00	$ 1,550.00						1	$1,550.00		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	8" x 6" MJ X FL Tee	2	EA	$ 1,275.00	$ 2,550.00						2	$2,550.00		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	6" MJ x FL Gate Valve	2	EA	$ 1,600.00	$ 3,200.00						2	$3,200.00		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	2" Secondary Meter Setter & Can	2	EA	$ 3,875.00	$ 7,750.00						2	$7,750.00		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	5' Bury Fire Hydrant 8" Main	4	EA	$ 6,150.00	$ 24,600.00						4	$24,600.00		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	8" MJ Gate Valve	2	EA	$ 2,425.00	$ 4,850.00						2	$4,850.00		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	8" MJ 22	2	EA	$ 725.00	$ 1,450.00						2	$1,450.00		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	8" MJ X FL Tee	2	EA	$ 1,375.00	$ 2,750.00						2	$2,750.00		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	8" MJ Long Sleeve	1	EA	$ 1,175.00	$ 1,175.00						1	$1,175.00		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	Testing (Quality Drive)	1	LS	$ 1,555.04	$ 1,555.04						1	$1,555.04											
	Testing (860 East)	1	LS	$ 1,171.78	$ 1,171.78						1	$1,171.78		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	PRESSURIZED IRRIGATION																						
	8" C-909	2277	LF	$ 27.00	$ 61,479.00						2277	$61,479.00		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	2" Poly	100	LF	$ 17.25	$ 1,725.00						100	$1,725.00		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	8" MJ Cap	3	EA	$ 1,150.00	$ 3,450.00						3	$3,450.00		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	8" MJ Gate Valve	3	EA	$ 2,425.00	$ 7,275.00						3	$7,275.00		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	8" MJ x FL Gate Valve	4	EA	$ 2,100.00	$ 8,400.00						4	$8,400.00		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	8" FL Cross	1	EA	$ 2,125.00	$ 2,125.00						1	$2,125.00		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	2" Meter & Can	3	EA	$ 3,800.00	$ 11,400.00						3	$11,400.00		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	Asphalt Patch	2736	SF	$ 8.75	$ 23,940.00						2736	$23,940.00		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	Imported Trench Backfill	1343	TON	$ 10.25	$ 13,765.75						1343	$13,765.75		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	Load & Offhaul Soils	737	CY	$ 7.25	$ 5,343.25						737	$5,343.25		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	3" PI	103	LF	$ 24.00	$ 2,472.00						103	$2,472.00		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	8" x 3" MJ X FL Tee	3	EA	$ 1,500.00	$ 4,500.00						3	$4,500.00		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	3" MJ X FL Gate Valve	3	EA	$ 1,350.00	$ 4,050.00						3	$4,050.00		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	3" MJ Cap	2	EA	$ 525.00	$ 1,050.00						2	$1,050.00		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	8" x 6" MJ Reducer	1	EA	$ 850.00	$ 850.00						1	$850.00		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	6" MJ 22	1	EA	$ 800.00	$ 800.00						1	$800.00		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	6" MJ Long Sleeve	1	EA	$ 1,025.00	$ 1,025.00						1	$1,025.00		$0.00		$0.00		$0.00		$0.00		$0.00	$ -

Attachment: American Fork 860 Apartment (Arza) Final bond release for City Council 1-13-26 (Final Bond Release)

Name of Development: 860 East Quality Drive

											Date		Date		Date		Date		Date		Date		
				Minimum Standard				Upsize			4/11/2023	Partial Release	1/13/2026	Final									
	Description of Item	Quantity	Unit	Unit Price	Total	Quantity	Unit	Unit Price	Total	Reimbursement	Release #1	Amount Requested	Release #2	Amount Requested	Release #3	Amount Requested	Release #4	Amount Requested	Release #5	Amount Requested	Release #6	Amount Requested	Balance
	Testing	1	LS	$ 1,989.52	$ 1,989.52						1	$1,989.52		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	STREETS																						
	Traffic Control / Flagging	6	WK	$ 2,150.00	$ 12,900.00						6	$12,900.00		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	Mill Asphalt	19450	SF	$ 0.35	$ 6,807.50						19450	$6,807.50		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	1" Overlay	19450	SF	$ 0.65	$ 12,642.50						19450	$12,642.50		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	Concrete Collars w/ Rebar	1	LS	$ 6,077.00	$ 6,077.00						1	$6,077.00		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	Remove Asphalt	10163	SF	$ 0.50	$ 5,081.50						10163	$5,081.50		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	Sawcutting	500	LF	$ 1.75	$ 875.00						500	$875.00		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	Clear & Grub - Remove Spoils from Site	2339	CY	$ 9.75	$ 22,805.25						2339	$22,805.25		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	Cut & Loose Spoils on Multifamily	6379	CY	$ 5.00	$ 31,895.00						6379	$31,895.00		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	Cut & Fill in ROW	951	CY	$ 5.00	$ 4,755.00						951	$4,755.00		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	Imported Subbase	2766	CY	$ 23.00	$ 63,618.00						2766	$63,618.00		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	Site Grading - Site	136645	SF	$ 0.10	$ 13,664.50						136645	$13,664.50		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	24" Curb & Gutter	3790	LF	$ 17.65	$ 66,893.50						3790	$66,893.50		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	4" Thick Sidewalk	17371	SF	$ 5.75	$ 99,883.25							$0.00	17371	$99,883.25		$0.00		$0.00		$0.00		$0.00	$ -
	Stamped Concrete	2234	SF	$ 10.50	$ 23,457.00							$0.00	2234	$23,457.00		$0.00		$0.00		$0.00		$0.00	$ -
	Waterway	1313	SF	$ 17.75	$ 23,305.75						1313	$23,305.75		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	ADA Ramp	19	EA	$ 1,400.00	$ 26,600.00						19	$26,600.00		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	Road Base (Ton)	3540	TON	$ 17.50	$ 61,950.00						3540	$61,950.00		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	4" Asphalt Paving	79150	SF	$ 1.90	$ 150,385.00						79150	$150,385.00		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	Signs	2	EA	$ 575.00	$ 1,150.00						2	$1,150.00		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	Striping	1	LF	$ 975.00	$ 975.00						1	$975.00		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	Signs	4	EA	$ 425.00	$ 1,700.00						4	$1,700.00		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	Striping	2	LS	$ 1,050.00	$ 2,100.00						2	$2,100.00		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	Conduit Under Roadway	1	LS	$ 981.00	$ 981.00						1	$981.00		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	Testing	3	EA	$ 2,006.92	$ 6,020.75						3	$6,020.75		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	STORM DRAINAGE									$ 59,742.50													
	3' Catch Basins	2	EA	$ 2,800.00	$ 5,600.00						2	$5,600.00		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	Curb Inlet	11	EA	$ 3,350.00	$ 36,850.00						11	$36,850.00		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	Combo Box	1	EA	$ 6,250.00	$ 6,250.00						1	$6,250.00		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	48" ADS	381	LF	$ 40.25	$ 15,335.25	381	LF	$ 170.00	$ 64,770.00	$ 49,434.75	381	$15,335.25		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	48" Concrete End Section	1	EA	$ 600.00	$ 600.00	1	EA	$ 2,900.00	$ 2,900.00	$ 2,300.00	1	$600.00		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	15" ADS (Under 5' Deep)	912	LF	$ 40.25	$ 36,708.00	912	LF	$ 43.25	$ 39,444.00	$ 2,736.00	1112	$44,758.00		$0.00		$0.00		$0.00		$0.00		$0.00	$ (8,050.00)
	15" Plug	2	EA	$ 500.00	$ 1,000.00						2	$1,000.00		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	15" Concrete End Section	1	EA	$ 600.00	$ 600.00	1	EA	$ 850.00	$ 850.00	$ 250.00		$0.00	1	$600.00		$0.00		$0.00		$0.00		$0.00	$ -
	Tie-On to Existing	3	EA	$ 925.00	$ 2,775.00						3	$2,775.00		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	Asphalt Patch	528	SF	$ 8.75	$ 4,620.00						528	$4,620.00		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	Imported Trench Backfill	1219	TON	$ 10.25	$ 12,494.75						1219	$12,494.75		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	Load & OffHaul Soils	1190	CY	$ 7.25	$ 8,627.50						1190	$8,627.50		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	Double Curb Inlet	4	EA	$ 5,275.00	$ 21,100.00						4	$21,100.00		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	18" RCP (Under 5' Deep)	379	LF	$ 40.25	$ 15,254.75	379	LF	$ 53.50	$ 20,276.50	$ 5,021.75	379	$15,254.75		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	Install Retaining Wall Culvert to Exit Through Wall	1	LS	$ 8,500.00	$ 8,500.00						1	$8,500.00		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	Tie-On to Existing	1	EA	$ 1,000.00	$ 1,000.00						1	$1,000.00		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	Testing	1	LS	$ 4,790.15	$ 4,790.15						1	$4,790.15		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	CONSTRUCTION MANAGEMENT/MISC.																						
	Surveying	1	LS	$ 20,220.00	$ 20,220.00						1	$20,220.00		$0.00		$0.00		$0.00		$0.00		$0.00	$ -
	Contractor Contingency	1	LS	$ 40,782.00	$ 40,782.00						1	$40,782.00		$0.00		$0.00		$0.00		$0.00		$0.00	$ -

	Improvement Completion Assurance (1)	$ 1,679,007.00		Reimbursement	$ 84,567.50		$1,563,116.75		$123,940.25		$0.00		$0.00		$0.00		$0.00					
	Improvement Warranty (2)	$ 167,900.70		Improvement Warranty of Upsize (3)	$ 8,456.75																	$167,900.70 Durability Period
	TOTAL BOND (1-3)	**$ 1,855,364.45**																					

Street Lights	**10-4410-276**	
Street Lights		$ 30,000.00

Attachment: American Fork 860 Apartment (Arza) Final bond release for City Council 1-13-26 (Final Bond Release)

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
JANUARY 13, 2026

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 $1,571,739.21 and issue a Notice of Acceptance for the Meadowbrook Phase 3 construction of public improvements located at 560 South 850 West.

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 Meadowbrook Phase 3 public improvements located at 560 South 850 West. 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

Meadowbrook Phase 3 final bond release for City Council 1-13-26 (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 MEADOWBROOKS PHASE 3. 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: $1,571,739.21

PASSED THIS 13 DAY OF JANUARY, 2026

_____
City Representative, American Fork City

ATTEST:

_____
Terilyn Lurker, City Recorder

Attachment: Meadowbrook Phase 3 final bond release for City Council 1-13-26 (Final Bond Release)

BOND RELEASE REQUEST

Development Name: Meadowbrook 3

Development Address: 560 S 850 W

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

☐ Partial Improvement Assurance Release ☑ Final Improvement Assurance Release ☐ Improvement Warranty Release (10% Durability Release)

Description of Item	Quantity	Units	Unit Price	Total	Inspector Use Only Complete? Yes/No
Development Bond for 3	1			$1,571,739.21	
			Total	$1,571,739.21	

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

Please send check/bank letter to:

Name: James Clark C/O Woodside Homes

Bank (if applicable):

Address: 460 W 50 S STE 300

City: SLC State: Utah Zip: 84101

Phone: Email: James.clark@woodsidehomes.com

Signature: James Clark Date: 6/9/2025

City Official Use Only

☑ Fees paid and current

Administrative Signature: Date: 12-17-25

Inspector Signature: Date: 12-17-2025

Attachment: Meadowbrook Phase 3 final bond release for City Council 1-13-26 (Final Bond Release)

Name of Development: MEADOWBROOK TOD PHASE 3

BOND AMOUNT

	Description of Item	Quantity	Unit	Unit Price	Total	Reimburseable Quantity	Unit	Unit Price	Total
	SITE & SWPPP								
	Clear and Grub ROW	1769	CY	$4.00	$7,074.67	1769			$7,074.67
	Fill to Subgrade ROW	2345	CY	$6.00	$14,070.00	2345			$14,070.00
	Subgrade Prep Site	63672	SF	$0.17	$10,824.24	63672			$10,824.24
	SWPPP	1	LS	$13,000.00	$13,000.00	1			$13,000.00
	SEWER								
	8" PVC Sewer Line	1350.46	LF	$50.00	$67,523.00	1350.46			$67,523.00
	60" Sewer Manhole Precast	2	Each	$6,100.00	$12,200.00	2			$12,200.00
	48" Sewer Manhole Precast	5	Each	$5,500.00	$27,500.00	5			$27,500.00
	4" PVC Sewer Lateral	92	Each	$1,600.00	$147,200.00	92			$147,200.00
	Sewer Testing	1	Each	$4,000.00	$4,000.00	1			$4,000.00
	Sewer Trench Import	1600	CY	$24.00	$38,400.00	1600			$38,400.00
	CULINARY WATER								
	Connect to Existing Water Stub	5	Each	$4,500.00	$22,500.00	5			$22,500.00
	8" Culinary Water	1614	LF	$61.00	$98,454.00	1614			$98,454.00
	8" Gate Valve	10	Each	$2,950.00	$29,500.00	10			$29,500.00
	8" Water MJ Fittings	7	Each	$1,400.00	$9,800.00	70			$9,800.00
	12" Culinary Water	657	LF	$100.00	$65,700.00	303	LF	$39.00	$11,817.00
	12" Gate Valve	4	Each	$3,800.00	$15,200.00	4	Each	$850.00	$3,400.00
	12" Gate Fittings	1	Each	$1,600.00	$1,600.00	1	Each	$200.00	$200.00
	2" Blowoff	0	Each	$2,500.00	$0.00				
	Fire Hydrant Assembly	6	Each	$8,000.00	$48,000.00	6			$48,000.00
	1" Water Service Lateral	54	Each	$1,900.00	$102,600.00	54			$102,600.00
	DUAL 1" Water Service Lateral	11	Each	$3,500.00	$38,500.00	11			$38,500.00
	Water Testing	1	LS	$4,000.00	$4,000.00	1			$4,000.00
	Water Trench Import	1340	CY	$24.00	$32,160.00	1340			$32,160.00
	PRESSURIZED IRRIGATION								
	Connect to Existing PI Stub	3	Each	$4,500.00	$13,500.00	3			$13,500.00
	8" PVC Pipe	653	LF	$55.00	$35,915.00	653			$35,915.00
	8" Gate Valve	4	Each	$2,950.00	$11,800.00	4			$11,800.00
	8" Fittings	1	Each	$1,400.00	$1,400.00	1			$1,400.00
	2" Blowoff	0	Each	$2,500.00	$0.00				
	Irrigation Service	1	Each	$2,200.00	$2,200.00	1			$2,200.00
	PI Testing	1	LS	$1,400.00	$1,400.00	1			$1,400.00
	STORM DRAINAGE								
	Tie into Existing Storm Drain	4	Each	$2,500.00	$10,000.00	4			$10,000.00
	18" RCP Storm Drain	842	LF	$72.00	$60,624.00	842			$60,624.00
	6" PERF UNDERDRAIN	433	LF	$33.00	$14,289.00	433			$14,289.00
	Storm Drain Manhole	4	Each	$5,100.00	$20,400.00	4			$20,400.00
	Double Curb Inlet Box	2	Each	$6,600.00	$13,200.00	2			$13,200.00
	Curb Inlet 2' x 3' x 4'	5	Each	$3,200.00	$16,000.00	5			$16,000.00
	Junction Box	4	Each	$3,500.00	$14,000.00	4			$14,000.00
	Pond Overflow Box w/ orifice	1	Each	$6,500.00	$6,500.00	1			$6,500.00
	Pond Grading	1030	CY	$6.00	$6,180.00	1030			$6,180.00
	Storm Drain Testing	1	LS	$5,500.00	$5,500.00	1			$5,500.00
	Storm Drain Trench Import	750	CY	$24.00	$18,000.00	750			$18,000.00
	STREETS / HARDSCAPES								
	24" Curb & Gutter	612	LF	$24.00	$14,688.00	612			$14,688.00
	24" Modified Curb	3371	LF	$24.00	$80,904.00	3371			$80,904.00
	12' WIDE Concrete Sidewalk	7344	SF	$7.30	$53,611.20	4284	SF	$7.30	$31,273.20
	10' WIDE Concrete Sidewalk	4740	SF	$7.30	$34,602.00	4740			$34,602.00
	4' WIDE Concrete Sidewalk	1404	SF	$7.30	$10,249.20	1404			$10,249.20
	ADA Ramps	11	Each	$2,000.00	$22,000.00	11			$22,000.00
	HOA Parking Pads	5670	SF	$15.00	$85,050.00	5670			$85,050.00
	Catch Basin Tie-In	7	Each	$550.00	$3,850.00	7			$3,850.00
	Import and Place 14" Subgrade	23654	SF	$1.35	$31,932.90	7916	SF	$0.23	$1,820.68
	Import and Place 9" Road Base	42776	SF	$1.12	$47,909.12	42776			$47,909.12
	4" Asphalt	23654	SF	$2.04	$48,254.16	7916	SF	$0.32	$2,533.12
	3" Asphalt	42776	SF	$1.72	$73,574.72	42776			$73,574.72
	Signage	1	LS	$2,500.00	$2,500.00	1			$2,500.00
	CONSTRUCTION MANAGEMENT								
	As-Builts	1	Each	$1,000.00	$1,000.00	1			$1,000.00
	Subdivision Monuments	2	Each	$450.00	$900.00	2			$900.00

	$1,571,739.21		$1,571,739.21 Final bond release 1-13-26
10% Durability - retained at ICG release	$157,173.92	Warranty bond amount	
ICG Amount	**$1,728,913.13**		

Attachment: Meadowbrook Phase 3 final bond release for City Council 1-13-26 (Final Bond Release)

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
JANUARY 13, 2026

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 $2,019,929.78 and issue a Notice of Acceptance for the Meadowbrook Phase 2 construction of public improvements located at 560 South 850 West.

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 Meadowbrook Phase 2 public improvements located at 560 South 850 West. 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

Meadowbrook Phase 2 final bond for City Council 1-13-26 (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 MEADOWBROOKS PHASE 2. 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: $2,019,929.78

PASSED THIS 13 DAY OF JANUARY, 2026

_____
City Representative, American Fork City

ATTEST:

_____
Terilyn Lurker, City Recorder

Attachment: Meadowbrook Phase 2 final bond for City Council 1-13-26 (Final Bond Release)

BOND RELEASE REQUEST

Development Name: Meadowbrook 2

Development Address: 560 S 850 W

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

☐ Partial Improvement Assurance Release ☑ Final Improvement Assurance Release ☐ Improvement Warranty Release (10% Durability Release)

Description of Item	Quantity	Units	Unit Price	Total	Inspector Use Only Complete? Yes/No
Development Bond for 2	1			$2,019,929.78	
			Total	$2,019,929.78	

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

Please send check/bank letter to:

Name: James Clark C/O Woodside Homes

Bank (if applicable):

Address: 460 W 50 S STE 300

City: SLC State: Utah Zip: 84101

Phone: Email: James.clark@woodsidehomes.com

Signature: James Clark Date: 6/9/2025

City Official Use Only

☑ Fees paid and current

Administrative Signature: Dori Taylor Date: 12-17-25

Inspector Signature: Date: 12-10-25

Attachment: Meadowbrook Phase 2 final bond for City Council 1-13-26 (Final Bond Release)

Name of Development: MEADOWBROOK TOD PHASE 2

BOND AMOUNT

	Description of Item	Quantity	Unit	Unit Price	Total	Reimburseable Quantity	Unit	Unit Price	Total
	SITE & SWPPP								
	Clear and Grub ROW	2388.75	CY	$4.00	$9,555.00	2388.75			$9,555.00
	Fill to Subgrade ROW	8327	CY	$6.00	$49,962.00	8327			$49,962.00
	Subgrade Prep Site	86000	SF	$0.17	$14,620.00	86000			$14,620.00
	SWPPP	1	LS	$13,000.00	$13,000.00	1			$13,000.00
	SEWER								
	8" PVC Sewer Line	2060	LF	$50.00	$103,000.00	2060			$103,000.00
	60" Sewer Manhole Precast	5	Each	$6,100.00	$30,500.00	5			$30,500.00
	48" Sewer Manhole Precast	7	Each	$5,500.00	$38,500.00	7			$38,500.00
	4" PVC Sewer Lateral	84	Each	$1,600.00	$134,400.00	84			$134,400.00
	Sewer Testing	1	Each	$4,000.00	$4,000.00	1			$4,000.00
	Sewer Trench Import	3090	CY	$24.00	$74,160.00	3090			$24.00
	CULINARY WATER								
	Connect to Existing Water Stub	2	Each	$4,500.00	$9,000.00	2			$9,000.00
	8" Culinary Water	2296	LF	$61.00	$140,056.00	2296			$140,056.00
	8" Gate Valve	7	Each	$2,950.00	$20,650.00	7			$20,650.00
	8" Water MJ Fittings	5	Each	$1,400.00	$7,000.00	5			$7,000.00
	12" Culinary Water	240	LF	$100.00	$24,000.00	240	LF	$39.00	$9,360.00
	12" Gate Valve	2	Each	$3,800.00	$7,600.00	2	Each	$850.00	$1,700.00
	12" Gate Fittings	1	Each	$1,600.00	$1,600.00	1	Each	$200.00	$200.00
	2" Blowoff	2	Each	$2,500.00	$5,000.00	2			$5,000.00
	Fire Hydrant Assembly	7	Each	$8,000.00	$56,000.00	7			$56,000.00
	1" Water Service Lateral	28	Each	$1,900.00	$53,200.00	28			$53,200.00
	DUAL 1" Water Service Lateral	46	Each	$3,500.00	$161,000.00	46			$161,000.00
	Water Testing	1	LS	$4,000.00	$4,000.00	1			$4,000.00
	Water Trench Import	1500	CY	$24.00	$36,000.00	1500			$36,000.00
	PRESSURIZED IRRIGATION								
	Connect to Existing PI Stub	2	Each	$4,500.00	$9,000.00	2			$9,000.00
	8" PVC Pipe	1848	LF	$55.00	$101,640.00	1848			$101,640.00
	8" Gate Valve	7	Each	$2,950.00	$20,650.00	7			$20,650.00
	8" Fittings	3	Each	$1,400.00	$4,200.00	3			$4,200.00
	2" Blowoff	2	Each	$2,500.00	$5,000.00	2			$5,000.00
	Irrigation Service	4	Each	$2,200.00	$8,800.00	4			$8,800.00
	PI Testing	1	LS	$1,400.00	$1,400.00	1			$1,400.00
	STORM DRAINAGE								
	Tie into Existing Storm Drain	1	Each	$2,500.00	$2,500.00	1			$2,500.00
	18" RCP Storm Drain	502	LF	$72.00	$36,144.00	502			$36,144.00
	24" RCP Storm Drain	368	LF	$110.00	$40,480.00	368	LF	$38.00	$13,984.00
	30" RCP Storm Drain	274	LF	$142.00	$38,908.00	274	LF	$70.00	$19,180.00
	Storm Drain Manhole	7	Each	$5,100.00	$35,700.00	7			$35,700.00
	Double Curb Inlet Box	0	Each	$6,600.00	$0.00				
	Curb Inlet 2' x 3' x 4'	14	Each	$3,200.00	$44,800.00	14			$44,800.00
	Storm Drain Testing	1	LS	$5,500.00	$5,500.00	1			$5,500.00
	Storm Drain Trench Import	1100	CY	$24.00	$26,400.00	1100			$26,400.00
	STREETS / HARDSCAPES								
	24" Curb & Gutter	3195	LF	$24.00	$76,680.00	3195			$76,680.00
	24" Modified Curb	2748	LF	$24.00	$65,952.00	2748			$65,952.00
	12' WIDE Concrete Sidewalk	2124	SF	$7.30	$15,505.20	1239	SF	$7.30	$9,044.70
	10' WIDE Concrete Sidewalk	8180	SF	$7.30	$59,714.00	4090	SF	$7.30	$29,857.00
	5' WIDE Concrete Sidewalk	14775	SF	$7.30	$107,857.50	14775			$107,857.50
	ADA Ramps	6	Each	$2,000.00	$12,000.00	6			$12,000.00
	Concrete Approaches	1250	SF	$15.00	$18,750.00	1250			$18,750.00
	Catch Basin Tie-In	14	Each	$550.00	$7,700.00	14			$7,700.00
	Import and Place 14" Subgrade	7916	SF	$1.35	$10,686.60	7916	SF	$0.23	$1,820.68
	Import and Place 9" Road Base	91629	SF	$1.12	$102,624.48	91629			$102,624.48
	4" Asphalt	7916	SF	$2.04	$16,148.64	7916	SF	$0.32	$2,533.12
	3" Asphalt	83713	SF	$1.72	$143,986.36	83713			$143,986.36
	Signage	1	LS	$2,500.00	$2,500.00	1			$2,500.00
	CONSTRUCTION MANAGEMENT								
	As-Builts	1	Each	$1,000.00	$1,000.00	1			$1,000.00
	Subdivision Monuments	2	Each	$450.00	$900.00	2			$900.00
					$2,019,929.78				$2,019,929.78

Release final amount of $2,019,929.78

10% Durability - retained at ICG release $201,992.98 Wararnty

ICG Amount $2,221,922.76

Attachment: Meadowbrook Phase 2 final bond for City Council 1-13-26 (Final Bond Release)

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
JANUARY 13, 2026

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

AGENDA ITEM Review and action on appointing Robert McGee and Bob Nelson to the PARC Tax Board.

SUMMARY RECOMMENDATION
Staff would recommend approval of the appointments.

BACKGROUND
The following individuals are being presented to the council for appointment to the PARC Tax Board:

- Robert McGee, with a term ending 2029
- Bob Nelson, with a term ending 2029

BUDGET IMPACT
NA

SUGGESTED MOTION
Move to approve the appointments of Robert McGee and Bob Nelson to the PARC Tax Board, with terms ending 2029.

SUPPORTING DOCUMENTS

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
JANUARY 13, 2026

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

AGENDA ITEM Review and action on a resolution recognizing the American Fork Utah250 Committee, along with a memorandum of understanding and licensing agreement for support of America250 Utah.

SUMMARY RECOMMENDATION
Staff would recommend approval.

BACKGROUND
Governor Cox and the legislature created the America250 Utah Commission, whose mission is to commemorate and celebrate on our nation's past and look to the future by educating, engaging, and uniting Utahns and visitors to Utah. America250 is seeking partnerships with counties and municipalities to further to mission. American Fork Utah250 committee will focus on important events, people, and places within Utah County to commemorate and celebrate Utah Count's role in America's 250th anniversary.

See the attached resolution, memorandum of understanding, and licensing agreement for additional information.

BUDGET IMPACT
$1500.00

SUGGESTED MOTION
Move to adopt the resolution recognizing the American Fork Utah250 Committee, along with the memorandum of understanding and licensing agreement for support of America250 Utah.

SUPPORTING DOCUMENTS

01.13.26 - Utah250 Resolution_AFC_12.22.2025 (DOCX)
01.13.26 - MOU_A250UT American Fork_12.22.2025 (DOCX)
01.13.26 - America250 Agreement (PDF)

AMERICA 250 | UTAH

Resolution of American Fork City

Supporting America250 Utah

and

Recognizing and Approving of the American Fork Utah250 Committee

Whereas Governor Spencer J. Cox and the Utah State Legislature created the America250 Utah Commission (also known as America250 Utah);

Whereas the mission of America250 Utah is to commemorate and celebrate, reflect on our nation's past, build community, and look toward the future by educating, engaging, and uniting Utahns and visitors to our state;

Whereas America250 Utah is seeking partnerships with counties and municipalities to further its mission;

Whereas this partnership will be formed by creating a local committee called the American Fork Utah250 Committee.

Whereas the American Fork Utah250 Committee will focus on important events, people, and places within ***Utah*** County to commemorate and celebrate Utah County's role in America's 250th anniversary; and

Whereas local projects will enhance tourism, community building, and economic development opportunities.

Now, therefore be it *RESOLVED,* *that* ***American Fork City*** *Council:*

1. Hereby recognizes the American Fork Utah250 Committee as its official committee.
2. Will partner with America250 Utah.
3. Will support signature programs of the America250 Utah Commission; and
4. Will support the American Fork Utah250 Committee in its local efforts to educate, engage, and unify Utahns and our visitors in ***Utah*** County.

Dated this 13th day of January, 2026

Attest: _____ Bradley J. Frost, Mayor

_____
Terilyn Lurker, City Recorder

Attachment: 01.13.26 - Utah250 Resolution_AFC_12.22.2025 (American Fork Utah250 Committee)

AMERICA 250 | UTAH

3

MEMORANDUM OF UNDERSTANDING
Between the
AMERICA250 UTAH COMMISSION
and
AMERICAN FORK CITY

1. Parties
This Memorandum of Understanding ("MOU") is between America250 Utah Commission, hereinafter referred to as ("A250UT"), a state governmental entity, and American Fork City a Utah municipality or county, hereafter referred to as ("AFC").

2. Purpose
The purpose of this memorandum is to outline the materials and information that AFC will share with A250UT in direct connection to the stipend received.

3. MOU Agreement
Now, therefore, in consideration of the mutual promises and undertakings of the parties to the MOU, and for the other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties enter into this MOU subject to the following terms and conditions:

SPECIAL TERMS

4. A250UT agrees to:
   a. Allocate a stipend of $ 1,500 to AFC for use on events or promotion of local America250 Utah community initiatives.
   b. Provide updates on America250 Utah events and programs around the state during every other month calls starting in August 2025.
   c. Maintain open communication lines for questions and support.

5. AFC agrees to:
   a. Promote America250 Utah in at least one public forum, e.g., social media post, onstage mention, or promotional materials.
   b. Collect and keep record of local anniversary events and information to share with A250UT as part of a brief archive report due August 2026, including:
      i. How stipend dollars were utilized
      ii. Local event/initiative(s), date(s), location(s), purpose, attendance, social media engagement, etc.
      iii. Additional digital artifacts, including photographs
      iv. Post at least one event on NowPlayingUtah.com specifically tagging America250 Utah
   c. To allow America250 Utah to share contact information of its designated contact for AFC local America250 committee on the America250 Utah website for public use and access. Please designate contact below:
      i. Contact name: Camden Bird
      ii. Contact email: cbird@americanfork.gov

Attachment: 01.13.26 - MOU_A250UT American Fork_12.22.2025 (American Fork Utah250 Committee)

AMERICA 250 | UTAH

iii.Contact Phone number: 801-854-5618
iv.Address: 51 E Main St., American Fork, UT 84003

6. Compliance with Laws

In performance of this MOU, both parties shall comply with all applicable federal, state, and local laws, codes, regulations, rules and orders.

* * *

By signing below, AFC represents that it has carefully read this MOU and has had the opportunity to review and discuss the MOU with legal counsel. No representations, statements, or inducements, either oral or written, apart from those contained in this MOU, have been made.

_____ _____

Nicole Handy
Executive Director, America250 Utah Commission
Department of Cultural and Community Engagement

Date

_____ _____

Name: Camden Bird
Title: Assistant City Administrator
Affiliation: American Fork City

Date

For additional information contact:

Chris Abbott
Associate Director, America250 Utah Commission
Utah Department of Cultural & Community Engagement
chrisabbott@utah.gov
801.707.7833

Attachment: 01.13.26 - MOU_A250UT American Fork_12.22.2025 (American Fork Utah250 Committee)

AMERICA250 UTAH

LOGO USAGE AGREEMENT

This Trademark License Agreement ("Agreement") is entered into on January 13, 2026, ("Effective Date") by and between the State of Utah's Department of Cultural and Community Engagement, a state governmental entity with a principal place of business at 3760 S. Highland Dr., Millcreek, UT 84106 ("Department") and American Fork City, a Utah municipal government, with a principal place of business at 51 East Main, American Fork, UT 84003 ("Entity"). The Parties execute the Agreement under relevant provisions of the Interlocal Cooperation Act at Title 11, Chapter 13 of the Utah Code.

BACKGROUND FACTS

In preparation for America's 250th anniversary ("Semiquincentennial") in 2026, Utah's goal is to create a brand identity for the Semiquincentennial that can bring communities together and generate awareness for the anniversary. To that end, America250 Utah has chosen to utilize a licensing agreement for its logo and name with the national foundation, America250™. The Department's hope is that, in coordination with counties, cities, tribes, and organizations planning events around the state, we can create a unifying America250 Utah brand that creates a sense of cohesion leading up to 2026, bringing together celebrations and commemorations around the state and country.

To permit local governments to access the America250 Utah logo and use the America250 name in individual brand identity, we will share this Agreement, which functions as a standalone licensing agreement, with county, city, and tribal committees that complete the steps detailed in the next paragraph. These local governments will receive a community-specific logo to use. To become a Utah250 Community member and receive a community-specific logo, Entity must do each of the following:

1) Pass a resolution in a public meeting of its governing commission or council;
2) Submit to the Department a list of Entity's Utah250 Community committee members;
3) Share with the Department the committee's plans and detail how Entity will utilize any funds or branding received by America250 Utah in alliance with America250 Utah's mission, vision, and pillars; and
4) Sign and return this Agreement to the Department.

SCOPE OF WORK

After communities have completed the above four steps, America250 Utah will share a unique, community-specific logo with the municipality and an organizing stipend. Counties and Tribal nations that create a Utah250 Community committee may receive a stipend of $3,000 and city councils may receive a stipend of $1,500.

Attachment: 01.13.26 - America250 Agreement (American Fork Utah250 Committee)

TERMS AND CONDITIONS

The parties agree as follows:

ARTICLE I—DEFINITIONS

Unless the Agreement clearly indicates the contrary, the following terms have the following meanings:

1.1 "Confidential Information" means information that is deemed private, protected, controlled, or confidential under applicable state and federal laws, including personal information. The Department and the State of Utah reserve the right to identify, during and after this Agreement, additional reasonable types of categories of information that must be kept confidential under federal and state laws.

1.2 "Trademark" means the Entity-specific logo that the Department creates and provide to Entity under this Agreement.

1.3 "Licensed Products" means any Entity-designed or -produced products that feature the Trademark.

1.4 "Licensed Territory" means the United States and its territories, and possessions.

ARTICLE II—GRANT OF TRADEMARK LICENSE

2.1 If for any reason Entity wishes to utilize the America250 Utah or America250™ logos or marks in a way not permitted by this Agreement, Entity must first submit a request to Nicole Handy for Department review and approval.

2.2 Upon the terms and conditions in this Agreement, the Department grants to Entity and Entity accepts, for the Agreement term, the limited right to use the Trademark in the Licensed Territory.

2.3 Unless sooner terminated under Article VI, the Agreement will remain in force until December 31, 2026. If the Agreement is renewed, the new Agreement shall expire five (5) years from the prior expiration date.

2.4 The Department shall be permitted to provide input on and final say on the Trademark's use in any Licensed Product.

2.5 This Agreement may be amended or modified only by written agreement of both parties, which amendment will be attached to this Agreement. Automatic renewals will not apply to this Agreement, even if listed elsewhere in the Agreement.

2.6 The Department may use the Trademark however it wishes and may grant license rights for any use of its Trademark to other vendors during the term of this Agreement.

Attachment: 01.13.26 - America250 Agreement (American Fork Utah250 Committee)

2.7 Entity has no authorization, express or implied, to bind the Department or the State of Utah to any agreements, settlements, liability, or understanding and agrees not to perform acts as an agent for the Department.

2.8 The Department and the America250 Foundation, Inc. ("Foundation") have executed a separate agreement ("Contract"), available to Entity upon request, that governs the Department's right to use and sublicense at least one separate trademark from which the Trademark is derived. In using the Trademark, Entity shall be bound to all terms and limitations applicable to the Department under the Contract. Among other things, those terms and limitations include Branding and Trademark Usage Guidelines that govern the use of the Trademark. Though the Department has reviewed the Contract and made the good-faith determination that nothing in this Agreement conflicts with the separate agreement, this determination does not constitute legal advice. Entity shall be responsible for securing legal advice and opinions from its own legal counsel.

ARTICLE III—USE OF TRADEMARK

3.1 Except as authorized under this Agreement, Entity will not use the Trademark or trade name in any manner for or in connection with the use, advertising, sale, offer for sale, or promotion of any Licensed Products without the express written consent of the Department. Entity agrees to comply with all licensing terms and limitations applicable to the State of Utah under its STATE & TERRITORY PARTNERSHIP & SUBLICENSE AGREEMENT with America250.org.

3.2 Entity undertakes fully and without reservation to render to the Department all assistance in connection with any matter pertaining to the Trademark protection, including furnishing documents, records, files, or other information; making available its employees; and executing all necessary documents. The Foundation will maintain the registration for the Trademark.

3.3 Apart from its license rights under this Agreement, Entity will not acquire any right, title, or interest in the Trademark during this Agreement.

3.4 Entity may not challenge the validity or ownership of the Trademark or assist in any claim that is adverse to the Department or the State of Utah. Furthermore, Entity may not commit an act that may prejudice the Foundation or the Department's rights in the Trademark or damage the Foundation or the Department's reputation. Entity may not attempt to register a trademark similar to the Trademark. The Parties agree that if Entity violates this or any other provision in this Agreement, the Department or the State of Utah will suffer economic harm and the Department or the State of Utah will be entitled to seek reasonable damages.

3.5 In addition to the permitted uses described in Article III, Entity may use the Trademark to do each of the following:

i. Promote events and programs commemorating the Semiquincentennial.
ii. Share the Trademark with agencies and organizations in the Entity's city, county, or tribal jurisdiction;

Attachment: 01.13.26 - America250 Agreement (American Fork Utah250 Committee)

iii. Produce, sell, and distribute merchandise bearing the Trademark, subject to all other terms of this Agreement, including Article IV;
iv. Create and promote an America250 website with Entity's county, city, or tribal name prominently represented; and
v. Utilize the Trademark—but not any of the separate trademarks from which the Trademark is derived—for fundraising, corporate sponsorship, or any other commercial activity.

3.6 Entity may not do any of the following:
i. Alter the Trademark in any way;
ii. Pursue merchandising or royalty agreements involving the words "America250" or any registered America250 mark; or
iii. Use the Trademark in connection with the promotion of any partisan or political event or activity.

ARTICLE IV—QUALITY CONTROL

4.1 As noted in Section 2.8, the Trademark derives from separate trademarks owned by the Foundation. Entity may not design or sell products that feature any of those separate trademarks without the Department's prior written approval.

4.2 Entity will produce, sell, and distribute Licensed Products in accordance with all applicable federal, state, and local laws. The quality of the Licensed Products will at all times be equal to or greater than the quality of any other products currently produced or sold by Entity.

4.3 On each anniversary of this Agreement, or from time to time upon the Department's reasonable request, the Department may review random samples of Licensed Products. The Department may also review any labels, cartons, containers, packing and wrapping material, and advertising and promotional items used in connection with the use Trademark by Entity.

4.4 If the Department objects to a quality change in the Licensed Products, it will inform Entity immediately, in writing, and specify the reasons for such disapproval. Entity will have twenty-one (21) days from the certified mail receipt of such notice to cure any defects. If the Parties acknowledge that the cure will take longer than twenty-one (21) days, Entity may ask for one 14-day extension. If any defects are not cured, the Department may terminate the Agreement under Article 6.1.

ARTICLE V—ADVERTISING

5.1 From time to time upon the Department's reasonable request, Entity will furnish to the Department, without cost, representative advertising, promotion, and sales examples of materials bearing the Trademark to the Department to ensure that the Trademark's use accords with this Agreement.

5.2 In all printed materials, Entity must acknowledge that the Foundation owns and the Department sublicenses the Trademark.

Attachment: 01.13.26 - America250 Agreement (American Fork Utah250 Committee)

ARTICLE VI—DEFAULT AND TERMINATION

6.1 The Department may terminate this Agreement with cause at any time by written notice to Entity. Cause includes Entity's breach of any provisions in this Agreement or if Entity is otherwise in default and does not cure the breach or default within twenty-one (21) days after written notice by the Department, delivered via USPS certified mail.

6.2 This Agreement may also be terminated without cause (for convenience), in advance of the expiration date, by either party, upon one hundred eighty (180) days' prior written termination notice being given to the other party.

6.3 If this Agreement is terminated by the Department for cause, or terminated without cause by either party, the Parties will confer on the sale of remaining Licensed Product and the Department reserves the right to demand that the remaining inventory be sold within one hundred eighty (180) days. Upon termination of this Agreement, and after the one hundred eighty (180) day sell-off period, Entity will be prohibited from selling Licensed Product. If any portion of the stipend has not been used or spent by Entity, then within five business days of notice of termination from the Department, Entity shall refund the unused portion of the stipend. If Entity creates a material breach of this Agreement, the Department shall have the right to demand and collect the stipend from Entity.

ARTICLE VII—INDEMNIFICATION AND INSURANCE

7.1 Entity shall hold harmless, defend, and indemnify the Department against any and all claims, demands, and causes of action arising out of any defects or Entity's failure to perform as to the Licensed Products or any material used in connection therewith or any use thereof.

7.2 Entity represents that it is a fully self-insured governmental entity covered by Utah's Division of Risk Management or a comparable agency within its county, municipal, or tribal government. Based solely on this representation, Entity shall not be required to carry additional insurance. If at any time during the Agreement term the first sentence of this section ceases to be true, Entity shall immediately purchase commercial general liability insurance from an insurance company authorized to do business in the State of Utah. The limits of such insurance shall be no less than one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000.00) aggregate, and Entity shall add the State of Utah as an additional insured with notice of cancellation.

7.3 Entity warrants that any Licensed Products provided by them under this License Agreement will not, to Entity's knowledge, infringe any third-party copyrights, patents, Trademark, or trade secrets that exist, arise, or are enforceable under the laws of the United States.

ARTICLE VIII—MISCELLANEOUS

8.1 The Parties are governmental entities subject to the Governmental Immunity Act ("Act").

Attachment: 01.13.26 - America250 Agreement (American Fork Utah250 Committee)

The execution of this Agreement does not constitute a waiver or forfeiture of any protections or defenses under the Act.

8.2 This Agreement is governed by the laws, rules, and regulations of Utah. Any action or proceeding arising from this Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Exclusive venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

8.3 Entity agrees to abide by federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the workplace. Entity further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Entity's employees.

8.4 Entity will not represent itself as the agent or legal representative for the Department, the State of Utah, or the Foundation for any purpose whatsoever, and has no right to create or assume any similar obligation, express or implied, for or on behalf of the Department, the State of Utah, or the Foundation in any way. This Agreement does not create any agency, partnership, or joint venture between the parties.

8.5 This Agreement will not be assigned, transferred, or sublicensed by Entity except with the Department's prior written consent. Any violation of the preceding sentence is null and void and any attempt by Entity to assign, transfer, or sublicense its rights will result in immediate termination of this Agreement and Entity's rights to the Trademark. Subject to such restriction and to the restriction against assignment provided above, this Agreement binds to the parties' benefit and their permitted successors.

8.6 If any part of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the remaining portions of the Agreement shall remain valid.

8.7 Neither party will be held responsible for delay or default caused by fire, riot, act of God, and/or war that is beyond that party's reasonable control. The Department or the State of Utah may terminate this Agreement after determining such delay will prevent successful performance of this Agreement.

8.8 A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.

8.9 In the event of any judicial action to enforce rights under this Agreement, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.

Attachment: 01.13.26 - America250 Agreement (American Fork Utah250 Committee)

8.10 This Agreement constitutes the complete and final agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

8.11 All notices and statements required under this Agreement will be in writing addressed to the parties as set forth below and sent certified mail or email, return receipt requested, unless an address change notification is given in writing. The mailing date is the date the notice or statement is given.

If to the Department:

Attn: Nicole Handy
Department of Cultural and Community Engagement
3760 South Highland Drive
Salt Lake City, UT 84114

If to the Entity:

American Fork City
Attn: Camden Bird
51 East Main Street
American Fork, UT 84003

(This section is intentionally left blank. Signature page follows)

Attachment: 01.13.26 - America250 Agreement (American Fork Utah250 Committee)

IN WITNESS, the parties have caused this instrument to be duly executed as of the day and year first above written.

State of Utah, Department of Cultural and Community Engagement:

Print Name:
Title:
Date:

American Fork City

Print Name: Camden Bird
Title: Assistant City Administrator
Date: January 13, 2026

Attachment: 01.13.26 - America250 Agreement (American Fork Utah250 Committee)

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
JANUARY 13, 2026

Department Public Works **Director Approval** *Sam Kelly*

AGENDA ITEM Review and action of a Reimbursement Agreement for Lakeland Industrial Park with Phelon Lakeland, LLC.

SUMMARY RECOMMENDATION Phelon Lakeland, LLC proposes an Amended Reimbursement Agreement for modified system improvements along 500 East and 1700 South of the Lakeland Industrial Park development.

BACKGROUND Phelon Lakeland, LLC has been working closely with the City's Public Works Department on a plan for the upsizing of the underground utilities and sidewalk improvements along 500 East and 1700 South in compliance with the approved Master Plans.

The City Council approved the original Reimbursement Agreement, in the amount of $940,038.00, for the Lakeland Industrial Park development at the May 11, 2021 regular session meeting. There is now a need to amend the agreement to account for additional infrastructure improvement costs that were not included in the original agreement, specifically additional labor and materials were installed as part of the sixty-inch storm drain the thirty-inch pressurized irrigation improvements.

The total cost for the system improvements adds up to $991,538.00; an addition of $51,500.00 to the original Reimbursement Agreement.

BUDGET IMPACT An amount no greater than $991,538.00 for the upsizing of the public improvements along 500 East and 1700 South, which will be applied as storm drain, pressurized irrigation and trail impact fee reimbursements.

SUGGESTED MOTION Mr. Mayor, I move to approve the Amended Reimbursement Agreement with Phelon Lakeland, LLC for an amount no greater than $991,538.00 for system improvements in conjunction with the Lakeland Industrial Park development.

SUPPORTING DOCUMENTS

2021-034 - Original Reimbursement Agreement with Phelon Lakeland LLC (PDF)
Phelon Lakeland LLC Amended Reimbursement Agreement.CLEAN.1.6.2026 (PDF)

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("*Agreement*") is entered into as of this 15 day of June, 2021, by and between Phelon Lakeland, LLC with its principal offices located at 731 North Coulson Drive, Lindon, UT 84042 ("*Developer*") and American Fork City, a municipal corporation and political subdivision of the State of Utah with its principal offices located at 51 East Main Street, American Fork, Utah 84003 ("*City*").

RECITALS

WHEREAS, Developer owns certain parcels of property located in American Fork, Utah County, Utah, specifically Parcel 13:078:0091, 13:078:0093, and 13:078:0062 which consists of approximately 26.7 acres and is further described in Exhibit A attached hereto (the "*Property*").

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

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

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

AGREEMENT

1. **Storm Drain Line.** Developer is proposing to install storm sewer lines through its project at the required minimum size as required by City codes and standards. The City seeks to have the pipe within development upsized to a 60-inch pipe to accommodate additional off-site uses. Each upsized pipe is a system improvement. The lengths of pipe, associated materials and costs are set forth, and agreed to as shown, in the attached Exhibit B.

2. **Pressurized Irrigation Line.** Developer is proposing to install pressurized irrigation lines through its project at the required minimum size as required in City codes and standards. The City seeks to have the pipe within development upsized to a 30-inch pipe to accommodate additional off-site uses. Each upsized pipe is a system improvement. The lengths of pipe, associated materials and costs are set forth, and agreed to as shown, in the attached Exhibit B.

3. **Sidewalk/Trail.** Developer is proposing to construct a sidewalk at the required minimum size as required in City codes and standards. The City seeks to have some or all of the sidewalk within the development upsized to a 10' trail to accommodate additional off-site uses.

Attachment: 2021-034 - Original Reimbursement Agreement with Phelon Lakeland LLC (Amended Reimbursement Agreement for Lakeland

Each upsized sidewalk is a system improvement. The additional work, associated materials and costs are set forth, and agreed to as shown, in the attached Exhibit B.

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

5. Time of Reimbursement. The City shall provide to Developer two reimbursement payments. The first reimbursement payment will be made within thirty days of completion of all storm drain system improvements for the Project. Completion for the first payment shall mean completion of construction and passed inspections of the storm drain system improvements. The second reimbursement payment will be made within thirty days of completion of remaining upsized system improvements for the Project. Completion of the second payment shall mean completion of construction, inspection and acceptance by the City Council.

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

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

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

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

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

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

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

Attachment: 2021-034 - Original Reimbursement Agreement with Phelon Lakeland LLC (Amended Reimbursement Agreement for Lakeland

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

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

PHELON LAKELAND, LLC

By: Stephen W. Phelon
Its: General Partner

STATE OF UTAH }
COUNTY OF UTAH }

SUBSCRIBED AND SWORN BEFORE ME
ON THIS 15 (Day) DAY OF June (Month) 20 21 (Year)
BY Stephen W. Phelon (Name of Document Signer)

NOTARY PUBLIC

DAVID BRENT BRAGONJE
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 707973
COMM. EXP. 10-20-2023

AMERICAN FORK CITY

Bradley J. Frost
Mayor, American Fork City

ATTEST:

City Recorder

Approved as to content:

City Engineer

AMERICAN FORK CITY CORPORATE SEAL UTAH COUNTY STATE OF UTAH

Attachment: 2021-034 - Original Reimbursement Agreement with Phelon Lakeland LLC (Amended Reimbursement Agreement for Lakeland

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EXHIBIT A
Parcel Legal Description

Commencing at a pointed located South 89°29'06" East along the Section line 1144.59 feet and South 1477.92 feet from the Northwest corner of Section 36, Township 5 South Range 1 East, Salt Lake Base and Meridian; thence South 89°14'38" East 583.81 feet; thence South 86°27'18" East 35.24 feet; thence along arc of a 1000 foot radius curve to the left 61.87 feet, (chord bear South 88°13'39" East 61.86 feet); thence Eat 105.46 feet; thence South 9.03 feet; thence East 38.11 feet; thence South 00°00'02" West 659.26 feet; thence East 224.00 feet; thence South 00°01'05" West 17.64 feet; thence South 89°58'46" West 2.79 feet; thence South 642.00 feet; thence West 465.14 feet' thence North 00°37'36" East 582.88 feet; thence North 89°14'38" West 594.42 feet; thence North 00°34'56" East 749.08 feet to the point of beginning.

Area = 905,504 square feet or 20.78 acres

Basis of Bearing = South 89°29'06" East along Section line
Lot created = 3 Lots

EXHIBIT "B"
Description of Improvements and estimated cost (bid schedule)

			Actual				Minimum Standard (Pioneering)		Reimbursement
Description of Item	Quantity	Unit	Unit Price	Total	Quantity	Unit	Unit Price	Total	Total
PRESSURIZED IRRIGATION									
30" DI PI Line	570	LF	$218.00	$124,260.00	570	LF	$25.00	$14,250.00	$110,010.00
30" DI PI Line	780	LF	$218.00	$170,040.00	0	LF	$218.00	$0.00	$170,040.00
30" x8" Cross	1	Each	$23,664.00	$23,664.00	1	Each	$1,000.00	$1,000.00	$22,664.00
30" Butterfly Valve	1	Each	$19,524.00	$19,524.00	1	Each	$2,000.00	$2,000.00	$17,524.00
30" Cap	1	Each	$4,022.00	$4,022.00	0	Each	$4,022.00	$0.00	$4,022.00
Cathodic Protection	1	LS	$45,592.00	$45,592.00	0	LS	$45,592.00	$0.00	$45,592.00
30" Isolator	1	Each	$10,389.00	$10,389.00	0	Each	$10,389.00	$0.00	$10,389.00
STREETS									
Base and Grade for 10' Sidewalk	615	LF	$14.00	$8,610.00	615	LF	$7.00	$4,305.00	$4,305.00
10' Sidewalk	615	LF	$40.00	$24,600.00	615	LF	$20.00	$12,300.00	$12,300.00
STORM DRAINAGE									
60" Endwall	2	Each	$5,800.00	$11,600.00	0	Each	$2,320.00	$0.00	$11,600.00
60" RCP Storm Drain	1644	LF	$293.00	$481,692.00	0	LF	$293.00	$0.00	$481,692.00
8x8 SD Box	1	Each	$12,500.00	$12,500.00	0	Each	$12,500.00	$0.00	$12,500.00
96" SDMH	3	Each	$12,500.00	$37,500.00	2	Each	$4,500.00	$9,000.00	$28,500.00
MISCELLANEOUS									
4" Conduit	890	LF	$4.00	$3,560.00	0	LF	$4.00	$0.00	$3,560.00
6" Conduit	890	LF	$6.00	$5,340.00	0	LF	$6.00	$0.00	$5,340.00

TOTAL REIMBURSEMENT **$940,038.00**

Revised Feb 01 2018
Approved as to form:
American Fork City Attorney

FORM NUMBER 002-00-002

Attachment: 2021-034 - Original Reimbursement Agreement with Phelon Lakeland LLC (Amended

Attachment: Phelon Lakeland LLC Amended Reimbursement Agreement.CLEAN.1.6.2026 (Amended Reimbursement Agreement for Lakeland

AMENDED REIMBURSEMENT AGREEMENT

This Amended Reimbursement Agreement ("*Amended Agreement*") is entered into as of this _____day of _____, 2026, by and between Phelon Lakeland, LLC ("*Developer*") with its principal offices located at 731 North Coulson Drive, Lindon, UT 84042 and American Fork City, a municipal corporation and political subdivision of the State of Utah with its principal offices located at 51 East Main Street, American Fork, Utah 84003 ("*City*").

RECITALS

WHEREAS, Developer owns, will and/or has developed certain parcels of property located in American Fork, Utah County, Utah, specifically Parcel 13:078:0091, 13:078:0093, and 13:078:0062 which consists of approximately 26.7 acres and is further described in Exhibit A attached hereto (the "*Property*"); and

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

WHEREAS, the parties entered into an Original Reimbursement Agreement the parties approved by the City Council on May 11, 2021 and entered into by the parties on or about June 15, 2021 (the "Original Reimbursement Agreement"); and

WHEREAS, additional infrastructure improvements were required to complete the improvements contemplated by the parties in the Original Reimbursement Agreement; and

WHEREAS there is now a need to amend the Original Reimbursement Agreement to account for the additional infrastructure improvements such that this Amended Agreement will replace and supersede the Original Reimbursement Agreement;

WHEREAS paragraph 8 of the Original Reimbursement Agreement permits modification of that agreement in writing if approved by both parties and the parties hereby represent it is their intention to do so by executing this Amended Agreement; and

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

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

Attachment: Phelon Lakeland LLC Amended Reimbursement Agreement.CLEAN.1.6.2026 (Amended Reimbursement Agreement for Lakeland

AGREEMENT

1. Storm Drain Line. Developer is proposing to install storm sewer lines through its project at the required minimum size as required by City codes and standards. The City seeks to have the pipe within development upsized to a 60-inch pipe to accommodate additional off-site uses. Each upsized pipe is a system improvement. The lengths of pipe, associated materials and costs are set forth, and agreed to as shown, in the attached Exhibit B.

2. Pressurized Irrigation Line. Developer is proposing to install pressurized irrigation lines through its project at the required minimum size as required in City codes and standards. The City seeks to have the pipe within development upsized to a 30-inch pipe to accommodate additional off-site uses. Each upsized pipe is a system improvement. The lengths of pipe, associated materials and costs are set forth, and agreed to as shown, in the attached Exhibit B.

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

5. Time of Reimbursement. The City shall provide to Developer two reimbursement payments. The first reimbursement payment will be made within thirty (30) days of completion of all storm drain system improvements for the project. Completion for the first payment shall mean completion of construction and passed inspections of the storm drain system improvements. The second reimbursement payment will be made within thirty (30) days of completion of remaining System Improvements for the project. Completion of the second payment shall mean completion of construction, inspection and acceptance by the City Council.

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

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

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

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

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

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

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

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

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

PHELON LAKELAND, LLC

By: _____
Its: _____

AMERICAN FORK CITY

_____
Bradley J. Frost
Mayor, American Fork City

ATTEST:

_____
City Recorder

Approved as to form:

_____
City Attorney

Approved as to content:

_____
City Engineer

Attachment: Phelon Lakeland LLC Amended Reimbursement Agreement.CLEAN.1.6.2026 (Amended Reimbursement Agreement for Lakeland

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Parcel Legal Description

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Area = 905,504 square feet or 20.78 acres

Basis of Bearing = South 89°26'06" East along Section line
Lot created = 3 Lots

Attachment: Phelon Lakeland LLC Amended Reimbursement Agreement.CLEAN.1.6.2026 (Amended Reimbursement Agreement for Lakeland

EXHIBIT “B”
Description of Improvements and estimated cost (bid schedule)

Attachment: Phelon Lakeland LLC Amended Reimbursement Agreement.CLEAN.1.6.2026 (Amended Reimbursement Agreement for Lakeland

Name of Development: Lakeland Industrial Park

			Actual		Minimum Standard (Pioneering)				Reimbursement
Description of Item	Quantity	Unit	Unit Price	Total	Quantity	Unit	Unit Price	Total	
PRESSURIZED IRRIGATION									
30" DI PI Line	570	LF	$218.00	$124,260.00	570	LF	$25.00	$14,250.00	$110,010.00
30" DI PI Line	780	LF	$218.00	$170,040.00	0	LF	$218.00	$0.00	$170,040.00
30" x8" Cross	1	Each	$23,664.00	$23,664.00	1	Each	$1,000.00	$1,000.00	$22,664.00
30" Butterfly Valve	1	Each	$19,524.00	$19,524.00	1	Each	$2,000.00	$2,000.00	$17,524.00
30" Cap	1	Each	$4,022.00	$4,022.00	0	Each	$4,022.00	$0.00	$4,022.00
Cathodic Protection	1	LS	$45,592.00	$45,592.00	0	LS	$45,592.00	$0.00	$45,592.00
30" Isolator	1	Each	$10,389.00	$10,389.00	0	Each	$10,389.00	$0.00	$10,389.00
Additional Fittings & Installation Work (Amendment)	2	LS	$8,250.00	$16,500.00	0	LS	$0.00	$0.00	$16,500.00
STREETS									
Base and Grade for 10' Sidewalk	615	LF	$14.00	$8,610.00	615	LF	$7.00	$4,305.00	$4,305.00
10' Sidewalk	615	LF	$40.00	$24,600.00	615	LF	$20.00	$12,300.00	$12,300.00
STORM DRAINAGE									
60" Endwall	2	Each	$5,800.00	$11,600.00	0	Each	$2,320.00	$0.00	$11,600.00
60" RCP Storm Drain	1644	LF	$293.00	$481,692.00	0	LF	$293.00	$0.00	$481,692.00
8x8 SD Box	1	Each	$12,500.00	$12,500.00	0	Each	$12,500.00	$0.00	$12,500.00
96" SDMH	3	Each	$12,500.00	$37,500.00	2	Each	$4,500.00	$9,000.00	$28,500.00
Dewatering (Amendment)	1	LS	$35,000.00	$35,000.00	1	LS	$0.00	$0.00	$35,000.00
CONSTRUCTION MANAGEMENT/MISC.									
4" Conduit	890	LF	$4.00	$3,560.00	0	LF	$4.00	$0.00	$3,560.00
6" Conduit	890	LF	$6.00	$5,340.00	0	LF	$6.00	$0.00	$5,340.00

TOTAL REIMBURSEMENT **$991,538.00**

Attachment: Phelon Lakeland LLC Amended Reimbursement Agreement.CLEAN.1.6.2026 (Amended

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
JANUARY 13, 2026

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

AGENDA ITEM Review and action on approval of a water banking agreement for water shares with Layne Downs for 19 acre-feet of water.

SUMMARY RECOMMENDATION
The City Engineer recommends approval of the Water Banking Agreement for Water Shares with Layne Downs for 19 acre-feet of water as shown in the agreement.

BACKGROUND
Water banking agreements are authorized by the American Fork municipal code to document and track water dedicated to the city in exchange for water credits that can be used or assigned to another person to be used to meet the city's water dedication requirements.

BUDGET IMPACT N/A

SUGGESTED MOTION
Move to approve the water banking agreement for water shares with Layne Downs for 19 acre-feet of water.

SUPPORTING DOCUMENTS

Water Banking Agreement - Layne Downs (PDF)

WATER BANKING AGREEMENT FOR WATER SHARE

This Water Banking Agreement for Water Share ("Agreement") is entered into as of the _____ day of _____, 20____ ("Effective Date"), by and between Layne Downs ("Owner"), and AMERICAN FORK CITY, a municipal corporation and political subdivision of the State of Utah ("City").

RECITALS

WHEREAS Certificate No. 9824 ("Water Share") representing 3.5 shares in American Fork Irrigation Company equivalent to 7 acre-feet of water has been conveyed and assigned by Owner to the City; and

WHEREAS Certificate No. 9834 ("Water Share") representing 1 share in American Fork Irrigation Company equivalent to 2 acre-feet of water has been conveyed and assigned by Owner to the City; and

WHEREAS Certificate No. 5591 ("Water Share") representing 2 Alpine District Full shares of in the Provo Reservoir Water Users Company equivalent to 10 acre-feet of water has been conveyed and assigned by Owner to the City; and

WHEREAS Owner is transferring the Water Share to City in order to meet City's water dedication requirements for Owner's development(s) and/or to bank the water with City for use by others to meet City's water dedication requirements for development; and

WHEREAS City is willing to accept the Water Share for use in its system in satisfaction of its water dedication requirements for present or future developments of Owner or Owner's assigns, to the extent provided by City Code section 17.1.400, or any successor provision.

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

AGREEMENT

1. Transfer and Acceptance of the Water Share. Owner has conveyed and assigned, or will convey and assign, the Water Share to City by endorsement of the share certificate, or such other method required by the irrigation company, and City has accepted or will accept the conveyance and assignment of the Water Share. City agrees and acknowledges that the Water Share is an acceptable water share for purposes of satisfying City's water dedication requirements. Owner acknowledges that under the Article XI, Section 6 of the Utah Constitution, City is prohibited from returning to Owner any portion of the Water Share.

Attachment: Water Banking Agreement - Layne Downs (Water Banking Agreement for Water Shares with Layne Downs)

2. Water Credits. In exchange for the transfer of the Water Share, City hereby grants to Owner water dedication credits for 19 acre-feet of water ("Credits"). As provided herein, the Credits may be used by Owner to meet City's water dedication requirements for Owner's development(s) or may be assigned by Owner to others. The City Recorder shall maintain a credit log to keep track of any Credits that have not yet been dedicated to a specific development to meet City's water dedication requirements. Owner, or any assignee of all or a portion of the Credits, may request a copy of the credit log by making a written request to the City Recorder. Within ten business days of receiving the request, the City Recorder will provide a copy of the credit log.

3. Use of Credits for Owner's Developments. Owner may use the Credits in order to meet City's water dedication requirements as part of the development approval process. Prior to final plat approval, Owner shall send the City Recorder a written request to apply a portion of the Credits to a specific development. The number of acre-feet from the Credits required for dedication to a particular development shall be determined by City ordinances and policies existing at the time of the dedication. A decision to apply the Credits to a specific development is final, and any Credits so applied are no longer available for application to another project or assignment to a third party.

4. Assignment of Credits. Owner may assign any or all of the Credits to others using an Assignment of Water Credits form similar to Exhibit A ("Assignment"). An assignee shall present the Assignment, with original signatures, to the City Recorder, at which time the City Recorder shall update the credit log to account for the Assignment. The City Recorder shall also keep a copy of each Assignment in his/her records. An assignee may assign the Credits in the same manner outlined herein or may use the Credits in order to meet City's water dedication requirements. Any assignment of Credits that is not presented to the City Recorder as provided in this paragraph shall be void as against any subsequent purchaser, in good faith and for valuable consideration, of the same Credits, or any portion thereof, where the subsequent purchaser's assignment is first presented to the City Recorder.

5. Use of Credits by Assignees. An assignee may use the Credits in order to meet City's water dedication requirements as part of the development approval process. Prior to final plat approval, assignee shall send the City Recorder a written request to apply a portion of the Credits to a specific development. The number of acre-feet from the Credits required for dedication to a particular development shall be determined by City ordinances and policies existing at the time of the dedication. A decision to apply the Credits to a specific development is final, and any Credits so applied are no longer available for application to another project or assignment to a third party.

6. City's Use of Water Share. Upon execution of this Agreement, City shall have the full and unencumbered right to divert and beneficially use the water under the Water Share. City bears the responsibility to protect and maintain in good standing the Water Share, including placing the Water Share to beneficial use and paying assessments levied by the irrigation company. Owner agrees to provide any information or other assistance, as requested by City, that is reasonably necessary to protect and maintain the Water Share. Owner's rights to Credits under this Agreement will not be affected if the Water Share is forfeited, abandoned, or otherwise lost due to City's nonuse.

7. Termination by Owner. Owner may, at any time and in its sole discretion, terminate this Agreement by filing written notice of termination with the City Recorder. Upon termination, any Credits that have not been dedicated to a specific development shall immediately and automatically pass to City.

8. Cessation of Owner's Use. Upon execution of this Agreement, Owner shall immediately cease any and all use of the Water Share.

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

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

11. Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes all prior agreements and understandings concerning its subject matter. This Agreement shall not be amended or modified except by written instrument signed by both parties.

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

13. Third Party Beneficiaries. Except for the assignees of Credits, this Agreement is not intended to and shall not create any rights in any person or entity not a party to this Agreement.

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

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

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

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

Attachment: Water Banking Agreement - Layne Downs (Water Banking Agreement for Water Shares with Layne Downs)

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

AMERICAN FORK CITY

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

STATE OF UTAH)
:ss
COUNTY OF _____)

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

_____
NOTARY PUBLIC

_____
Approved as to form by City Attorney

_____
By: Layne Downs

STATE OF UTAH)
:ss
COUNTY OF _____)

On the _____ day of _____, 20__, Layne Downs personally appeared before me and duly acknowledged that he/she, acting in his/her authorized capacity as owner, executed this Water Banking Agreement for Water Share for the purposes stated therein.

_____
NOTARY PUBLIC

Attachment: Water Banking Agreement - Layne Downs (Water Banking Agreement for Water Shares with Layne Downs)

EXHIBIT A

ASSIGNMENT OF WATER CREDITS

This Assignment of Water Credits ("Assignment") is entered into as of this _____ day of _____, 20___, by and between Layne Downs ("Assignor"), whose mailing address is 211 South 500 East, Lehi, Utah, 84043, and _____ ("Assignee"), whose mailing address is _____. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor transfers and assigns to Assignee _____ acre-feet of water credits that were banked with American Fork City pursuant to the Water Banking Agreement for Water Share between American Fork City and Layne Downs dated _____, 20____.

In order to effectuate this Assignment, Assignee shall present this original signed and notarized Assignment to the American Fork City Recorder.

DATED this _____ day of _____, 20___.

_____
Transferor

State of _____)
:ss
County of _____)

On the _____ day of _____, 20___, personally appeared before me _____, personally known to me to be the person whose name is subscribed to this instrument, who acknowledged that he/she executed it.

_____
Notary Public

Attachment: Water Banking Agreement - Layne Downs (Water Banking Agreement for Water Shares with Layne Downs)

INCORPORATED UNDER THE LAWS OF

THE STATE OF UTAH

NUMBER
№ 9834

SHARES
1.00

American Fork Irrigation Company

AMERICAN FORK, UTAH

PRIMARY SHARES, 7,000 AT $10.00 EACH
SECONDARY SHARES, 100 AT $8.00 EACH
THIRD CLASS SHARES, 2,900 AT $5.00 EACH
CAPITOL STOCK $85,300

This Certifies that American Fork City

is the owner of --- One & Zero Hundredths--- Primary Shares of the Capital Stock of American Fork Irrigation Company Mitchell Ditch

transferable only on the books of the Corporation by the holder hereof in person or by Attorney upon surrender of this Certificate properly endorsed.

IN WITNESS WHEREOF, the said Corporation has caused this Certificate to be signed by its duly authorized officers and its Corporate Seal to be hereunto affixed this Eleventh day of June A.D. 20 2025

E M John
President

S. Clark Bronson
Secretary

©GOES 364-CAP
All Rights Reserved

Attachment: Water Banking Agreement - Layne Downs (Water Banking Agreement for Water Shares

June 11, 2025

ISSUED TO

American Fork City

DATED

Capital Stock

OF

SHARES

1.00

FOR

Certificate

American Fork
Irrigation Company

NOTICE. THE SIGNATURE OF THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THE CERTIFICATE, IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATEVER.

For Value Received, _____ hereby sell, assign and transfer unto _____ _____ Shares of the Capital Stock represented by the within Certificate, and do hereby irrevocably constitute and appoint _____ to transfer the said Stock on the books of the within named Corporation, with full power of substitution in the premises.

Dated _____

In presence of

Attachment: Water Banking Agreement - Layne Downs (Water Banking Agreement for Water Shares

✓ Layne Downs

INCORPORATED UNDER THE LAWS OF
THE STATE OF UTAH

NUMBER
№ 9824

SHARES
3.50

American Fork Irrigation Company

AMERICAN FORK, UTAH

PRIMARY SHARES, 7,000 AT $10.00 EACH
SECONDARY SHARES, 100 AT $8.00 EACH
THIRD CLASS SHARES, 2,900 AT $5.00 EACH
CAPITOL STOCK $85,300

This Certifies that American Fork City

is the owner of --- Three & Fifty Hundreths--- Primary Shares of the Capital Stock of American Fork Irrigation Company McArthur Ditch

transferable only on the books of the Corporation by the holder hereof in person or by Attorney upon surrender of this Certificate properly endorsed.

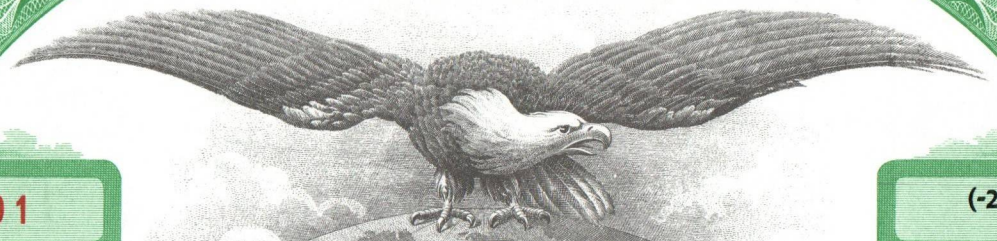
IN WITNESS WHEREOF, the said Corporation has caused this Certificate to be signed by its duly authorized officers and its Corporate Seal to be hereunto affixed this Twenty-Fourth day of March A.D. 2025

President

Secretary

Layne downs water ba

Incorporated Under the Laws of the State of Utah



No. 5591

(-2-) Shares

10,000 Shares Full Water Right Stock ..... at $100.00 per share
10,000 Shares Early Water Right Stock ..... at $ 50.00 per share
4,000 Shares Late Water Right Stock ..... at $ 50.00 per share

Provo Reservoir Water Users Company

Alpine District – Provo Division

Capitol Stock, $2,000,000.00 30,000 Shares

FULL Water Right

THIS CERTIFIES THAT AMERICAN FORK CITY is the owner of

(-2) TWO ---------- Shares of the Capital Stock of

Provo Reservoir Water Users Company

transferable only on the books of the Corporation by the holder hereof in person or by Attorney upon surrender of this Certificate properly endorsed.

IN WITNESS WHEREOF, the said Corporation has caused this Certificate to be signed by its duly authorized officers and its Corporate Seal to be hereunto affixed at Orem, Utah, this 28 day of MAY A.D. 2025

PROVO RESERVOIR WATER USERS COMPANY CORPORATE Seal PROVO, UTAH

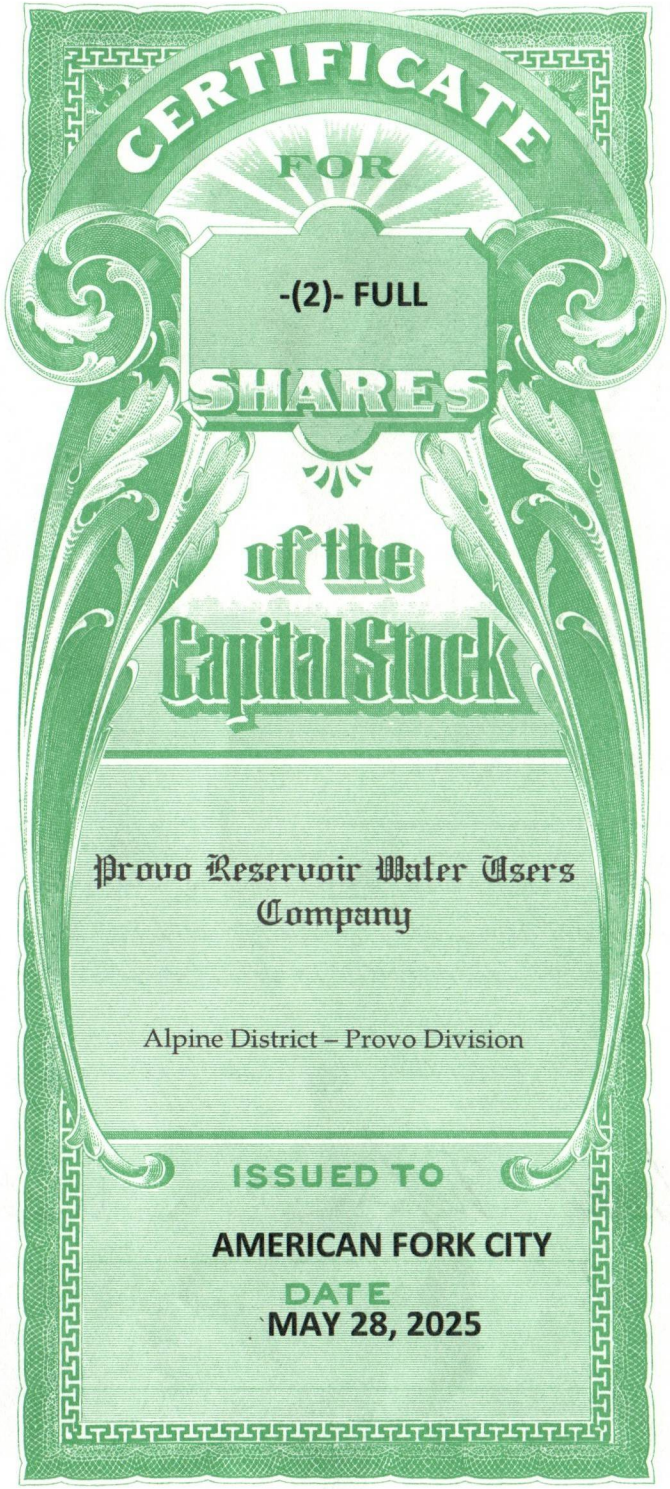
Tamara Shepherson SECRETARY

Wade Tuft PRESIDENT

SHARES EACH

© OOES 196

Attachment: Water Banking Agreement - Layne Downs (Water Banking Agreement for Water Shares with



For Value Received, _____ hereby sell, assign and transfer unto _____

_____ Shares

of the Capital Stock represented by the within Certificate, and do hereby irrevocably constitute and appoint _____ Attorney

to transfer the said Stock on the books of the within named Corporation with full power of substitution in the premises.

Dated _____, 20____

In presence of

_____

_____

NOTICE: THE SIGNATURE OF THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THE CERTIFICATE, IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT, OR ANY CHANGE WHATEVER.

Attachment: Water Banking Agreement - Layne Downs (Water Banking Agreement for Water Shares with

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
JANUARY 13, 2026

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

AGENDA ITEM Review and action on approval of an amended water banking agreement for water shares with Patterson Construction for 17.60-acre feet of water.

SUMMARY RECOMMENDATION
The City Engineer recommends approval of the revised Water Banking Agreement.

BACKGROUND
Water banking agreements are authorized by the American Fork municipal code to document and track water dedicated to the city in exchange for water credits that can be used or assigned to another person to be used to meet the city's water dedication requirements.

In August, 2024, a water banking agreement between American Fork and Patterson Development LLC was approved. This agreement included 17.6 acre-feet of water to be allotted to a specific development, Autumn Crest Phase 2 Plat A. That development is no longer taking place, and Patterson would like to now utilize that for a future project. Approval of this agreement will allow that allocation to be utilized for another project.

BUDGET IMPACT
N/A

SUGGESTED MOTION
Move to approve the amended water banking agreement for water shares with Patterson Development, LLC for 17.6 acre-feet of water.

SUPPORTING DOCUMENTS

Amended Water Banking Agreement (Patterson Development) v2 (PDF)

AMENDED
WATER BANKING AGREEMENT

This Amended Water Banking Agreement ("**Agreement**") is entered into as of the _____ day of January, 2026 ("**Effective Date**"), by and between PATTERSON DEVELOPMENT LLC ("**Owner**"), and AMERICAN FORK CITY, a municipal corporation and political subdivision of the State of Utah ("**City**").

RECITALS

WHEREAS Water Right Nos. 55-847, 55-8725, and 55-12182 (collectively, "**Water Right**") were deeded to the City by Box Elder South Water Company ("**BESWC**"), for the benefit of Owner, by a Water Right Warranty Deed and Assignment recorded with the Utah County Recorder's Office on August 29, 2024, as Entry No. 58814:2024; and

WHEREAS Permanent Change Application a51731 ("**Change Application**"), which is associated with the Water Right and was approved by an Order of the State Engineer dated August 16, 2024, permits the diversion of 25.002 acre-feet from City's wells for municipal purposes within City's service area; and

WHEREAS City accepted the Water Right for use in its system in satisfaction of its water dedication requirements for present or future developments of Owner or Owner's assigns, to the extent provided by City Code section 17.1.400, or any successor provision; and

WHEREAS the City and Owner entered into a Water Banking Agreement dated August 27, 2024, under which (a) 17.6 acre-feet of the Water Right were dedicated by Owner and applied to meet the water dedication requirements for the Autumn Crest Phase 2 Plat A development, and (b) the remaining 7.402 acre-feet of the Water Right were banked with City for use by Owner and/or others to meet City's water dedication requirements for future development; and

WHEREAS Owner has applied the 7.402 acre-feet of banked water credits to meet water dedication requirements for the Autumn Crest Plat F subdivision (5.842 acre-feet) and the Mitchell Farms E subdivision (1.56 acre-feet); and

WHEREAS Owner has withdrawn its application for the Autumn Crest Phase 2 Plat A development, and now desires to have 17.6 acre-feet of the Water Right be banked with City for use by Owner and/or others to meet City's water dedication requirements for future development, pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants hereafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and City, incorporating the recitals set forth above, acknowledge that the Water Banking Agreement dated August 27, 2024 is superseded and replaced in its entirety by this Amended Water Banking Agreement, and agree as follows:

Attachment: Amended Water Banking Agreement (Patterson Development) v2 (Water Banking Agreement (Amended) - Patterson Construction)

Attachment: Amended Water Banking Agreement (Patterson Development) v2 (Water Banking Agreement (Amended) - Patterson Construction)

AGREEMENT

1. Transfer and Acceptance of the Water Right. The water right has been conveyed and assigned to City by warranty deed, and City has accepted the conveyance and assignment of the Water Right. City agrees and acknowledges that the Water Right is an acceptable water right for purposes of satisfying City's water dedication requirements. Owner acknowledges that under Article XI, Section 6 of the Utah Constitution, City is prohibited from returning to BESWC or Owner any portion of the Water Right.

2. Title Insurance. City has obtained, at Owner's expense, a water rights title insurance policy for the Water Right.

3. Water Credits. In exchange for the transfer of the Water Right, City hereby grants to Owner water dedication credits for **17.6 acre-feet** of water ("**Credits**"). As provided herein, the Credits may be used by Owner to meet City's water dedication requirements for Owner's development(s) or may be assigned by Owner to others. The City Recorder shall maintain a credit log to keep track of any Credits that have not yet been dedicated to a specific development to meet City's water dedication requirements. Owner, or any assignee of all or a portion of the Credits, may request a copy of the credit log by making a written request to the City Recorder. Within ten business days of receiving the request, the City Recorder will provide a copy of the credit log.

4. Use of Credits for Owner's Developments. Owner may use the Credits in order to meet City's water dedication requirements as part of the development approval process. Prior to final plat approval, Owner shall send the City Recorder a written request to apply a portion of the Credits to a specific development. The number of acre-feet from the Credits required for dedication to a particular development shall be determined by City ordinances and policies existing at the time of the dedication. A decision to apply the Credits to a specific development is final, and any Credits so applied are no longer available for application to another project or assignment to a third party.

5. Assignment of Credits. Owner may assign any or all of the Credits to others using an Assignment of Water Credits form similar to Exhibit A ("**Assignment**"). An assignee shall present the Assignment, with original signatures, to the City Recorder, at which time the City Recorder shall update the credit log to account for the Assignment. The City Recorder shall also keep a copy of each Assignment in his/her records. An assignee may assign the Credits in the same manner outlined herein or may use the Credits in order to meet City's water dedication requirements. Any assignment of Credits that is not presented to the City Recorder as provided in this paragraph shall be void as against any subsequent purchaser, in good faith and for valuable consideration, of the same Credits, or any portion thereof, where the subsequent purchaser's assignment is first presented to the City Recorder.

6. Use of Credits by Assignees. An assignee may use the Credits in order to meet City's water dedication requirements as part of the development approval process. Prior to final plat approval, assignee shall send the City Recorder a written request to apply a portion of the Credits to a specific development. The number of acre-feet from the Credits required for dedication to a particular development shall be determined by City ordinances and policies existing at the time of

the dedication. A decision to apply the Credits to a specific development is final, and any Credits so applied are no longer available for application to another project or assignment to a third party.

7. City's Use of Water Right. Upon execution of this Agreement, City shall have the full and unencumbered right to divert and beneficially use the water under the Water Right. City bears the responsibility to protect and maintain in good standing the Water Right, including placing the Water Right to beneficial use, filing proof documents on the Change Application, and filing other documentation with the Utah Division of Water Rights. Owner agrees to provide any information or other assistance, as requested by City, that is reasonably necessary to protect and maintain the Water Right. Owner's rights to Credits under this Agreement will not be affected if the Water Right is forfeited, abandoned, or otherwise lost due to City's nonuse.

8. Termination by Owner. Owner may, at any time and in its sole discretion, terminate this Agreement by filing written notice of termination with the City Recorder. Upon termination, any Credits that have not been dedicated to a specific development shall immediately and automatically pass to City.

9. Cessation of Owner's Use. Upon execution of this Agreement, Owner shall immediately cease any and all use of the Water Right.

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

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

12. Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes all prior agreements and understandings concerning its subject matter. This Agreement shall not be amended or modified except by written instrument signed by both parties.

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

14. Third Party Beneficiaries. Except for the assignees of Credits, this Agreement is not intended to and shall not create any rights in any person or entity not a party to this Agreement.

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

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

Attachment: Amended Water Banking Agreement (Patterson Development) v2 (Water Banking Agreement (Amended) - Patterson Construction)

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

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

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

AMERICAN FORK CITY

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

STATE OF UTAH)
:ss
COUNTY OF UTAH)

On the _____ day of January, 2026, personally appeared before me Bradley J. Frost and Terilyn Lurker, known to me to be the Mayor and City Recorder, respectively, of American Fork City, who acknowledged to me that they executed the within Amended Water Banking Agreement pursuant to a resolution of the City Council adopted pursuant to notice at a regular meeting at which a quorum was in attendance.

_____
NOTARY PUBLIC

Attachment: Amended Water Banking Agreement (Patterson Development) v2 (Water Banking Agreement (Amended) - Patterson Construction)

Approved as to form by City's attorney 6/9/2018

PATTERSON DEVELOPMENT LLC

_____
By: Andrew Patterson, Manager

STATE OF UTAH)
:ss
COUNTY OF _____)

On the _____ day of January, 2026, Andrew Patterson personally appeared before me and duly acknowledged that he, acting in his authorized capacity as Manager of PATTERSON DEVELOPMENT LLC, executed this Amended Water Banking Agreement for the purposes stated therein.

_____
NOTARY PUBLIC

BOX ELDER SOUTH WATER COMPANY

_____
By: Ross Welch, Director

STATE OF UTAH)
:ss
COUNTY OF _____)

On the _____ day of January, 2026, Ross Welch personally appeared before me and duly acknowledged that he, acting in his authorized capacity as Director of BOX ELDER SOUTH WATER COMPANY, executed this Amended Water Banking Agreement for the purposes stated therein.

_____
NOTARY PUBLIC

Attachment: Amended Water Banking Agreement (Patterson Development) v2 (Water Banking Agreement (Amended) - Patterson Construction)

Approved as to form by City's attorney 6/9/2018

EXHIBIT A

ASSIGNMENT OF WATER CREDITS

This Assignment of Water Credits ("Assignment") is entered into as of this _____ day of _____, 20___, by and between _____ ("Assignor"), whose mailing address is _____, and _____ ("Assignee"), whose mailing address is _____. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor transfers and assigns to Assignee _____ acre-feet of water credits that were banked with American Fork City pursuant to the Amended Water Banking Agreement between AMERICAN FORK CITY and PATTERSON DEVELOPMENT LLC, dated January ___, 2026.

In order to effectuate this Assignment, Assignee shall present this original signed and notarized Assignment to the American Fork City Recorder.

DATED this _____ day of _____, 20___.

_____
Transferor

State of _____)
:ss
County of _____)

On the _____ day of _____, 20___, personally appeared before me _____, personally known to me to be the person whose name is subscribed to this instrument, who acknowledged that he/she executed it.

_____
Notary Public

Approved as to form by City's attorney 6/9/2018

Attachment: Amended Water Banking Agreement (Patterson Development) v2 (Water Banking Agreement (Amended) - Patterson Construction)

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
JANUARY 13, 2026

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

AGENDA ITEM Review and action on a resolution to consider the petition for annexation of the TSSD Boat Harbor Pump Station Annexation, consisting of 31.956 acres at approximately 20 East 1700 South.

RECOMMENDATION
Staff would recommend approval of the petition.

BACKGROUND
The applicants are proposing annexing into American Fork. On December 4, 2025, the petition for annexation was turned in. This property is located at approximately 20 East 1700 South and consists of approximately 32 acres. If accepted, the city recorder will then look to certify the annexation and the annexation can then move on to the next step.

Development Services has provided a staff report for the annexation which outlines the process and lists staff's findings.

BUDGET IMPACT
N/A

SUGGESTED MOTION
ACCEPTANCE OF PETITION
Move to adopt the resolution accepting the petition for annexation of the TSSD Boat Harbor Pump Station Annexation, consisting of 31.956 acres at approximately 20 East 1700 South.

DENIAL OF PETITION
Move to deny the petition for annexation of the TSSD Boat Harbor Pump Station Annexation, consisting of 31.956 acres at approximately 20 East 1700 South.

SUPPORTING DOCUMENTS

Resolution accepting the Petition for Annexation - TSSD Boat Harbor Pump Station (PDF)
4. Staff Report - TSSD Boat Harbor Pump Station (DOCX)

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A PETITION FOR ANNEXATION OF 31.956 ACRES LOCATED AT APPROXIMATELY 20 EAST 1700 SOUTH, KNOWN AS THE TSSD BOAT HARBOR PUMP STATION ANNEXATION, FROM TIMPANOGOS SPECIAL SERVICE DISTRICT, OWNER OF REAL PROPERTY OF LAND, INTO AMERICAN FORK CITY.

WHEREAS, on December 4, 2025, the owners of certain real property filed a petition with the city recorder requesting that property located at approximately 20 East 1700 South be annexed into the corporate boundaries of American Fork City; and

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

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

WHEREAS, said petition contains the signature of the owner(s) of private real property that: 1) is located within the area proposed for annexation; 2) covers a majority of the private land area within the area proposed for annexation, covers 100% of all the rural real property within the area proposed for annexation, and covers 100% of all of the private land area within the area proposed for annexation or a migratory bird production area; and 3) is equal in value to at least 1/3 of the value of all the private real property within the area proposed for annexation; and

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 (Utah State Code § 10-2-806). 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.

Attachment: Resolution accepting the Petition for Annexation - TSSD Boat Harbor Pump Station (TSSD Boat Harbor Pump Station Annexation -

SECTION 2. The American Fork City Council hereby accepts for further consideration the petition to annex 31.956 acres of real property knowns as the TSSD Boat Harbor Pump Station 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 § 10-2-807(1)(a)(B).

ADOPTED AND PASSED BY THE AMERICAN FORK CITY COUNCIL this ___ day of _____, 2026.

_____

Bradley J. Frost, Mayor

ATTEST:

_____

Terilyn Lurker, City Recorder

Attachment: Resolution accepting the Petition for Annexation - TSSD Boat Harbor Pump Station (TSSD Boat Harbor Pump Station Annexation -

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

Petition for Annexation

Petition Title: TSSD Boat Harbor Pump Station Annexation

Property Location: Approximately 22 E. 1700 South, American Fork, Utah

Acreage: 31.956

Property Owner Names:	Property Address:	Parcel ID#:
Timpanogos Special Service District	6400 North 5050 West, Utah County, Utah 84003	13:076:0052

(Attach Additional Sheets if needed)

Sponsor Name: Richard Mickelsen , General Manager, TSSD Phone: 801-756-5231

Address: 6400 North 5050 West, Utah County, Utah 84003

Email Address: richard.mickelsen@timpssd.org

Include with Petition:

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

Attachment: Resolution accepting the Petition for Annexation - TSSD Boat Harbor Pump Station (TSSD Boat Harbor Pump Station Annexation -

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

Petition for Annexation Signature Page

Notice:

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

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

Signature	Printed Name	Parcel ID
	Sullivan Love	13:076:0052

6400 North 5050 West, Utah County, Utah 84003
Address

Telephone Number	Email Address
801-756-5231	sullivan.love@timpssd.org

Signature	Printed Name	Parcel ID

Address

Telephone Number	Email Address

Signature	Printed Name	Parcel ID

Address

Telephone Number	Email Address

(Attach additional Sheets as needed)

Attachment: Resolution accepting the Petition for Annexation - TSSD Boat Harbor Pump Station (TSSD Boat Harbor Pump Station Annexation

Attachment: Resolution accepting the Petition for Annexation - TSSD Boat Harbor Pump Station (TSSD Boat Harbor Pump Station Annexation -

CERTIFICATE OF AUTHORITY
CORPORATION

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

Dated this 4th day of December, 2025.

(Officer's Signature)

Sullivan Love
(Print Officer's Signature)

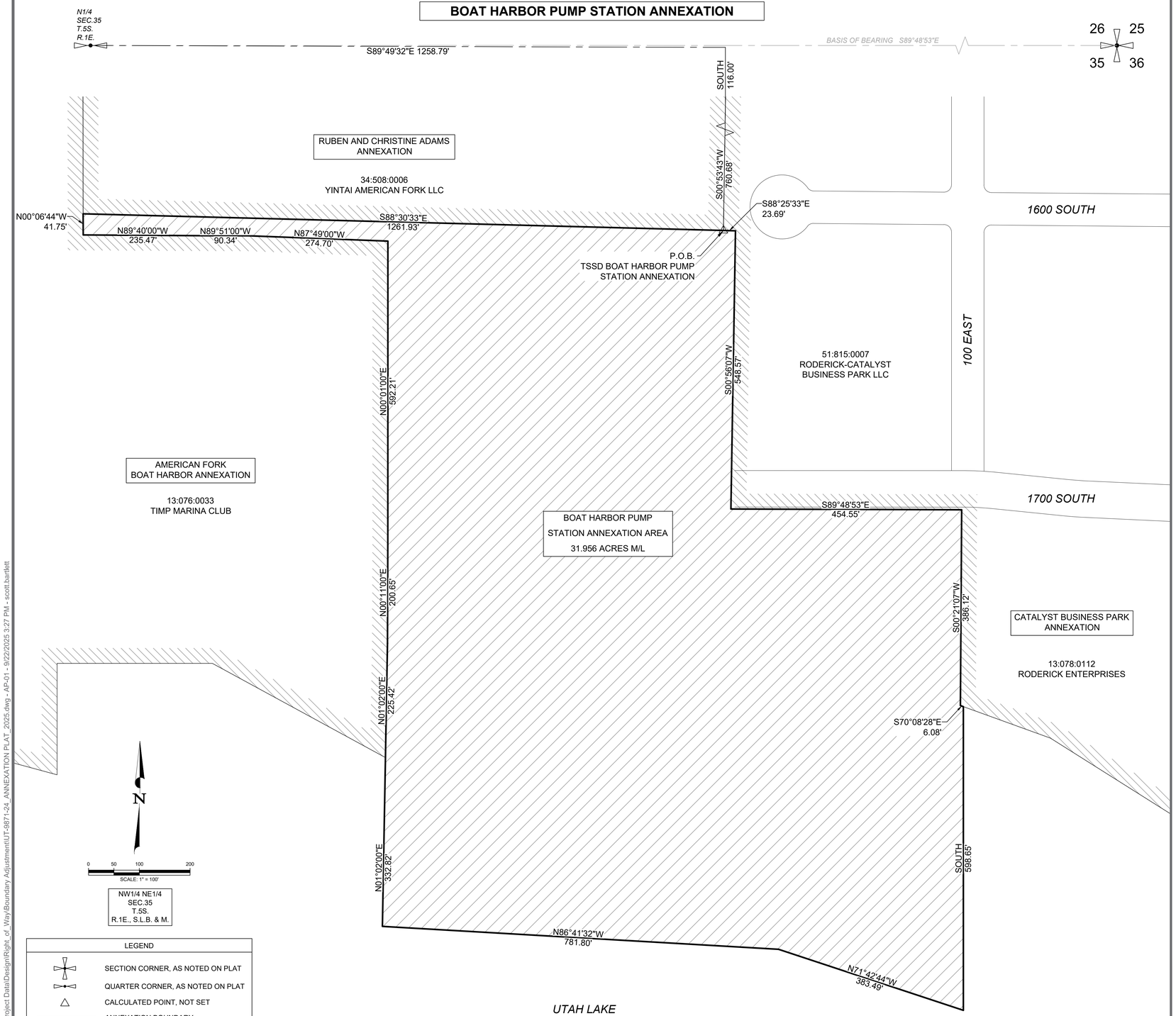
Board Chairman
(Printer Officer's Title)

Timpanogos Special Service District
(Print Name of Corporation)

NOTICE:

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

BOAT HARBOR PUMP STATION ANNEXATION



LEGEND

- SECTION CORNER, AS NOTED ON PLAT
- QUARTER CORNER, AS NOTED ON PLAT
- CALCULATED POINT, NOT SET
- ANNEXATION BOUNDARY
- AREA TO BE ANNEXED
- EXISTING ANNEXATION BOUNDARY

SURVEYOR'S CERTIFICATE:

I, C. SCOTT BISHOP, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR HOLDING CERTIFICATE NO. 6077910 IN ACCORDANCE WITH TITLE 58, CHAPTER 22 OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT, UTAH CODE ANNOTATED, 1953 AMENDED. I FURTHER CERTIFY THAT I HAVE PREPARED THIS PLAT OF THE TSSD BOAT HARBOR PUMP STATION ANNEXATION, AND THAT THIS IS A TRUE AND ACCURATE MAP OF THE LANDS TO BE ANNEXED TO AMERICAN FORK CITY, UTAH.

BOAT HARBOR PUMP STATION ANNEXATION DESCRIPTION:

BEGINNING AT THE SOUTHEAST CORNER OF THE RUBEN AND CHRISTINE ADAMS ANNEXATION, SAID POINT BEING 1258.79 FEET S.89°49'32"E., AND 116.00 FEET SOUTH, AND 760.68 FEET S.00°53'43"W. FROM THE NORTH QUARTER CORNER OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING A SOUTHWEST CORNER OF THE CATALYST BUSINESS PARK ANNEXATION; AND RUNNING THENCE ALONG SAID CATALYST BUSINESS PARK ANNEXATION THE FOLLOWING FIVE (5) COURSES AND DISTANCES: (1) S.88°25'33"E. 23.69 FEET; (2) THENCE S.00°56'07"W. 548.57 FEET; (3) THENCE S.89°48'53"E. 454.55 FEET; (4) THENCE S.00°21'07"W. 386.12 FEET; (5) THENCE S.70°08'28"E. 6.08 FEET; THENCE SOUTH 598.65 FEET; THENCE N.71°42'44"W. 383.49 FEET; THENCE N.86°41'32"W. 781.80 FEET; THENCE N.01°02'00"E. 332.82 FEET TO THE SOUTHEAST CORNER OF THE AMERICAN FORK BOAT HARBOR ANNEXATION; THENCE ALONG SAID AMERICAN FORK BOAT HARBOR ANNEXATION THE FOLLOWING SEVEN (7) COURSES AND DISTANCES: (1) N.01°02'00"E. 225.42 FEET; (2) THENCE N.00°11'00"E. 200.65 FEET; (3) THENCE N.00°01'00"E. 592.21 FEET; (4) THENCE N.87°49'00"W. 274.70 FEET; (5) THENCE N.89°51'00"W. 90.34 FEET; (6) THENCE N.89°40'00"W. 235.47 FEET; (7) THENCE N.00°06'44"W. 41.75 FEET TO THE SOUTHWEST CORNER OF SAID RUBEN AND CHRISTINE ADAMS ANNEXATION; THENCE ALONG SAID RUBEN AND CHRISTINE ADAMS ANNEXATION S.88°30'33"E. 1261.93 FEET TO THE POINT OF BEGINNING.

CONTAINING 31.956 ACRES, MORE OR LESS.

BASIS OF BEARING IS S.89°48'53"E. ALONG THE SECTION LINE BETWEEN THE NORTH QUARTER CORNER AND THE NORTHEAST CORNER OF SAID SECTION 35.

C. Scott Bishop — SURVEYOR'S SIGNATURE

September 22, 2025 — DATE

PROFESSIONAL LAND SURVEYOR — No. 6077910 — C. SCOTT BISHOP — STATE OF UTAH

9/22/25

ACCEPTANCE BY LEGISLATIVE BODY:

WE, THE DULY ELECTED COUNCIL OF THE CITY OF AMERICAN FORK, UTAH, HAVE RECEIVED A REQUEST TO INITIATE PROCEDURES FOR THE ANNEXATION OF THE TRACT OF LAND SHOWN HEREON, WHICH TRACT CONSTITUTES A PORTION OF AN EXISTING ISLAND OR PENINSULA WITHIN OR CONTIGUOUS TO THE CITY, AND DO HEREBY CERTIFY: (1) THE COUNCIL HAS ADOPTED A RESOLUTION SETTING FORTH ITS INTENTION TO ANNEX THE TRACT, PROVIDED NOTICE AND CONDUCTED HEARING ON THE MATTER, AND ADOPTED AN ORDINANCE PROVIDING FOR THE ANNEXATION OF THE TRACT TO THE CITY, ALL IN ACCORDANCE WITH THE PROVISIONS OF SECTION 10-2-418 UTAH CODE ANNOTATED, AS AMENDED, AND (2) THAT THE COUNCIL DOES HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT OF LAND SHOWN HEREON AS A PART OF AMERICAN FORK CITY, TO BE KNOWN HEREAFTER AS THE BOAT HARBOR PUMP STATION ANNEXATION.

DATED THIS _____ DAY OF _____, A.D. 20___.

MAYOR

CITY COUNCIL MEMBER

CITY COUNCIL MEMBER

CITY COUNCIL MEMBER

CITY COUNCIL MEMBER

CITY COUNCIL MEMBER

CITY COUNCIL MEMBER

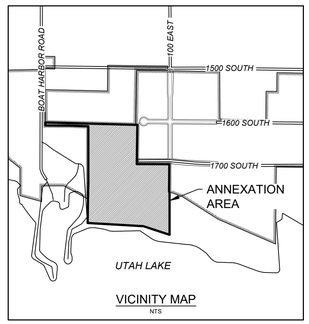
ATTEST: _____
CITY RECORDER

UTAH COUNTY SURVEYOR'S CERTIFICATE:

THIS PLAT HAS BEEN REVIEWED BY THE UTAH COUNTY SURVEYOR AND IS HEREBY CERTIFIED AS A FINAL LOCAL ENTITY PLAT, PURSUANT TO UTAH CODE ANNOTATED 17-23-20 AS AMENDED.

UTAH COUNTY SURVEYOR

DATE



VICINITY MAP
NTS

REVISIONS

REV	DATE	BY	DESCRIPTION

SCALE
0 1
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE

HORIZONTAL:	VERTICAL:
1" = 100'	---

Horrocks.
2162 West Grove Parkway, Suite 100, Pleasant Grove, UT 84062
801-763-5100 www.horrocksengineers.com

BOAT HARBOR PUMP STATION ANNEXATION

FINAL LOCAL ENTITY PLAT

DESIGN: CSB	PROJECT: UT-9871-24
DRAWN: LAJ	SHEET: 1 OF 1
CHECK: CSB	DRAWING: AP-01
DATE: 07/2025	

Q:\2024\UT-9871-24 TSSD Boat Harbor\Project Data\Design\Right_of_Way\Boundary Adjustment\UT-9871-24_ANNEXATION PLAT_2025.dwg - AP-01 - 9/22/2025 3:27 PM - scott.bartlett

Attachment: Resolution accepting the Petition for Annexation - TSSD Boat Harbor Pump Station (TSSD Boat Harbor Pump Station Annexation - Acceptance of petition)

AMERICAN FORK CITY **MEETING DATE: November 11, 2025**

Memo

TO: American Fork City Council

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

RE: Staff Report for TSSD Boat Harbor Pump Station Annexation(Parcel ID: 13:076:0052)

Location:		1611 South 100 East
Parcel ID:		13:076:0052
Applicants:		Timpanogos Special Service District (TSSD) - Richard Mickelson
Proposed Land Use:		Institutional Lands, Schools, and Public Facilities
Surrounding Land Use:	North	Resort
	South	Utah Lake
	East	Shoreline Protection
	West	Resort
Proposed Zoning:		PF
Surrounding Zoning:	North	M-1
	South	Utah Lake
	East	M-1
	West	M-1

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.

Attachment: 4. Staff Report - TSSD Boat Harbor Pump Station (TSSD Boat Harbor Pump Station Annexation - Acceptance of petition)

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 al 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.

Attachment: 4. Staff Report - TSSD Boat Harbor Pump Station (TSSD Boat Harbor Pump Station Annexation - Acceptance of petition)

Attachment: 4. Staff Report - TSSD Boat Harbor Pump Station (TSSD Boat Harbor Pump Station Annexation - Acceptance of petition)

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:**

    a. The applicant requires connections to sewer, water, and pressurized irrigation. The master plans project the following for the proposed annexation areas, 57.36 ERC for culinary water, 3.5 acres for pressurized irrigation, and 57.36 ERU for sanitary sewer. The applicant will also require storm drain management for the proposed annexation areas. The annexation area is adjacent to 1700 South Street, which is identified on the transportation master plan as a local road.

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. A recent Land Use Map Amendment was approved by the City Council to designate this property as Institutional Lands, Schools, and Public Facilities land use designation. This Land Use Map Amendment was approved on July 8th, 2025. The Land Use Designation informs the zoning that will be allocated to the property upon annexation.
    b. As the property is located directly north of Utah Lake, there is a regional trail that has been outlined by the Mountainland Association of Governments (MAG). Upon annexation, the property will dedicate right-of-way, through a roadway dedication plat, to preserve property associated with MAG's Shoreline Trail.

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

    a. The annexation area is adjacent to 1700 South Street, which contains a 15-inch RCP storm drain main line, 8-inch ductile iron water line, 8-inch PVC pressurized irrigation line, and a private 8-inch PVC sanitary sewer (700 ft away).

4. **Zoning required or recommended:**

    a. Parcel ID: 13:076:0052 will be given the Public Facilities (PF) Zoning designation, which follows the recent Land Use Map Amendment and General Plan.

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

a. Schools:
    i. Polaris High School: ~ 1.4 miles
    ii. American Fork High School: ~ 3.08 miles
    iii. American Fork Junior High: ~ 3.83 miles
    iv. Greenwood Elementary: ~ 1.9 miles
    v. Forbes Elementary: ~ 2.6 miles
    vi. Barratt Elementary: ~ 2.8 miles
    vii. Shelly Elementary: ~ 3.03 miles
    viii. Legacy Elementary: ~ 4 miles
b. Parks:
    i. Boat Harbor: ~ 0.22 miles
    ii. Monarch Park: ~ 1.51 miles
    iii. Greenwood: ~ 1.54 miles
    iv. Rotary: ~ 1.79 miles
    v. Bicentennial: ~ 1.78 miles
    vi. Lions: ~ 2.13 miles
    vii. Robinson: ~ 2.16 miles
    viii. Chipman: ~ 2.37 miles
    ix. Easton Park: ~ 2.07 miles
    x. Bamberger: ~ 1.85 miles
c. Planned Shopping Centers (SC-1 Zones):
    i. Eastern SC-1 Zone: ~ 2.06 miles
    ii. Western SC-1 Zone: ~ 2.76 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.

Attachment: 4. Staff Report - TSSD Boat Harbor Pump Station (TSSD Boat Harbor Pump Station Annexation - Acceptance of petition)

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
JANUARY 13, 2026

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

AGENDA ITEM Review and Action on an application for a Zone Change, known as Walton Lot Change, located at 794 W 1000 N Circle, American Fork City. The Zone Change will be on approximately 0.58 acres and is in the RA-1 and R1-12,000 zone. The applicant seeks to change to the R1-12,000 Zone.

SUMMARY RECOMMENDATION
Planning Commission Recommended Approval

BACKGROUND
The applicant has applied for a proposed Zone Change from the RA-1 Zone to the R1-12,000 Zone. The project looks to change the zone to allow for development of a lot that does not meet its current zoning size requirements.

BUDGET IMPACT
N/A

SUGGESTED MOTION

I move to adopt the resolution, approving the Zone Change, located at 794 W 1000 N Circle, American Fork City, from the Residential Agriculture RA-1 and Residential R1-12,000 Zones, to the Residential R1-12,000 Zone, subject to any conditions found in the staff report.

I move to deny the resolution for the proposed Zone Change, located at 794 W 1000 N Circle, American Fork City, from the Residential Agriculture RA-1 and Residential R1-12,000 Zones, to the Residential R1-12,000 Zone.

I move to table the resolution for the proposed Zone Change, located at 794 W 1000 N Circle, American Fork City, from the Residential Agriculture RA-1 and Residential R1-12,000 Zones, to the Residential R1-12,000 Zone, and instruct staff/developer to……..

SUPPORTING DOCUMENTS

COMMENTS (2025.12.03) CompatibilityStatement_Waltonlotzonechange_20251116_v1 (PDF)
COMMENTS (2025.12.03) LegalDescription _Waltonlotzonechange_20251116_v1 (PDF)

COMMENTS (2025.12.03)
VicinityMapAndExistingLandConditionsMap_Waltonlotzonechange_20251116_v1 (PDF)
COMMENTS (2025.12.03) ZoneMapAndLandUseMap_Waltonlotzonechange_20251116_v1 (PDF)
Walton Lot - Zone Change - Staff Report (PDF)
Walton Lot Zone Change Resolution (PDF)

Next Step:

Proceed to Planning Commission 12/17/2025

No comments

American Fork Development Committee

Planning and Zoning Reviewed
Areed 11/26/2025

No comments

Engineering Division Reviewed
rburkhill 11/24/2025

COMPATIBILITY STATEMENT

The present owners purchased the lot to build the families dream home, and in the process of preparing plans and discussing setbacks, height restrictions, etc it was discovered that there was a lot line adjustment recorded two or three owners ago, resulting from encroachment of a barn. This lot line adjustment unknowingly resulted in the purchased lot being smaller than the R1A will allow. We are requesting a zone change from RA1 to R1, which fits within the Land Use Map and the surrounding neighborhood.

The applicant has confirmed 12/2/2025 that R-1-12000 is the requested zoning of the property.

Attachment: COMMENTS (2025.12.03) CompatibilityStatement_WaltonLotZoneChange_20251116_v1 (Walton Lot Zone Change)

Next Step:

Proceed to Planning Commission
12/17/2025

No Comments

Planning and Zoning
Reviewed
Areed 11/26/2025

No comments

Engineering Division
Reviewed
rburkhill 11/24/2025

Legal Decription

Address: 794 W 1000 N Cir. American Fork, Utah 84003
Utah County Parcel No.: 46:958:0117

Legal Dscription: PART LOT 107, PLAT B, MITCHELL MEADOWS SUB DESCRIBED AS FOLLOWS; COM N 89 DEG 51' 2" W 146.62 FT & S 0 DEG 8' 58" W 32 FT & N 0 DEG 18' 0" W 2006.09 FT & S 89 DEG 51' 2" E 572.34 FT FR S 1/4 COR. SEC. 10, T5S, R1E, SLB&M.; S 89 DEG 51' 11" E 74.06 FT; ALONG A CURVE TO R (CHORD BEARS: S 52 DEG 11' 14" E 18.33 FT, RADIUS = 15 FT); ALONG A CURVE TO L (CHORD BEARS: S 42 DEG 35' 4" E 56.44 FT, RADIUS = 60 FT); S 2 DEG 50' 18" E 156.38 FT; S 84 DEG 23' 53" W 104.11 FT; N 89 DEG 51' 2" W 20 FT; N 2 DEG 50' 18" W 219.56 FT TO BEG. AREA 0.578 AC.

Attachment: COMMENTS (2025.12.03) LegalDescription _Waltonlotzonechange_20251116_v1 (Walton Lot Zone Change)

Next Step:

Proceed to Planning Commission
12/17/2025

No Comments

American Development Committee

Planning and Zoning
Reviewed
Areed 11/26/2025

No comments

Engineering Division
Reviewed
rburkhill 11/24/2025

VICINITY MAP



EXISTING CONDITIONS MAP



Attachment: COMMENTS (2025.12.03) VicinityMapAndExistingLandConditionsMap_Waltonlotzonechange_20251116_v1 (Walton Lot Zone Change)

Next Step:

Proceed to Planning Commission
12/17/2025

No Comments

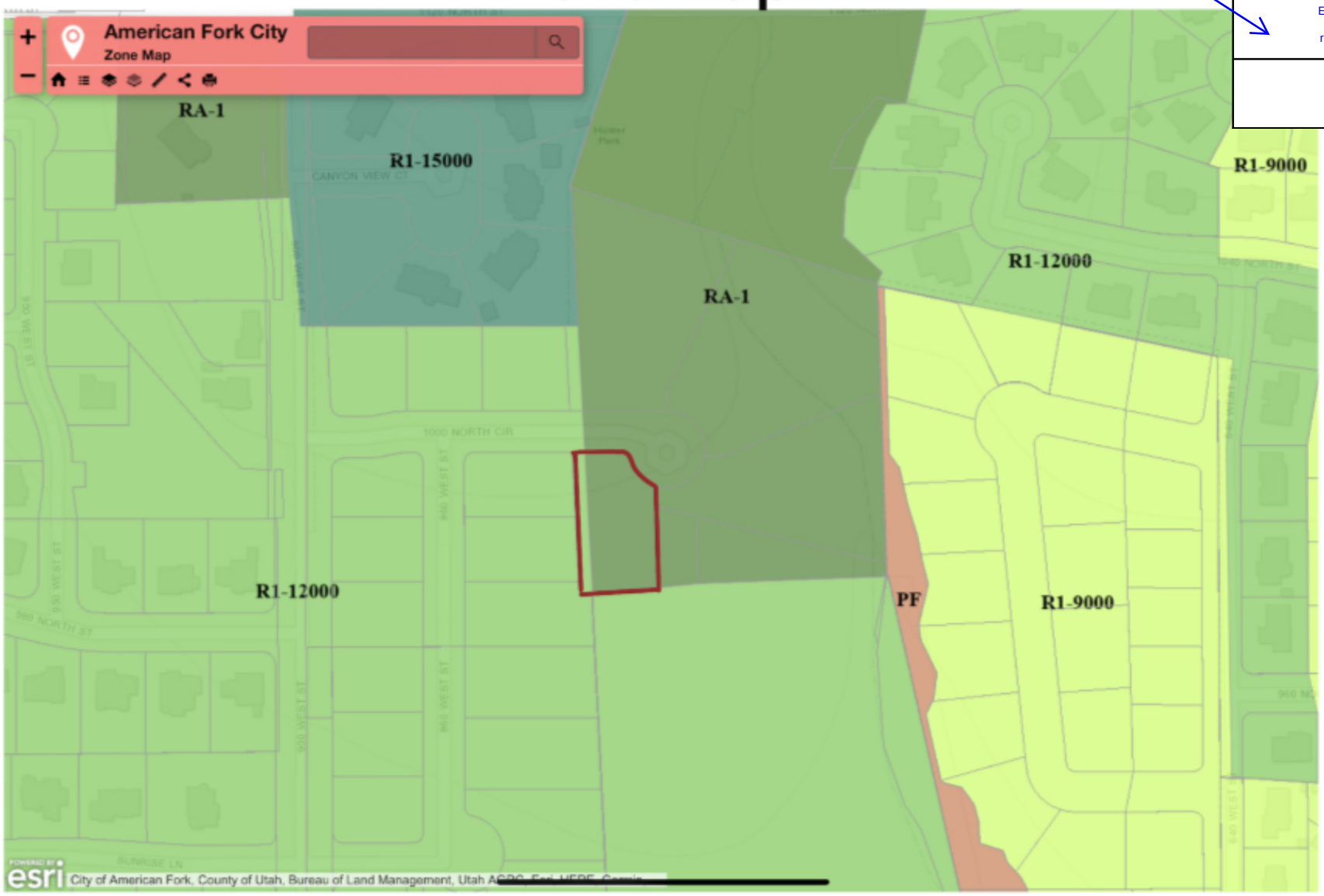
American Fork Development Committee

Planning and Zoning
Reviewed
Areed 11/26/2025

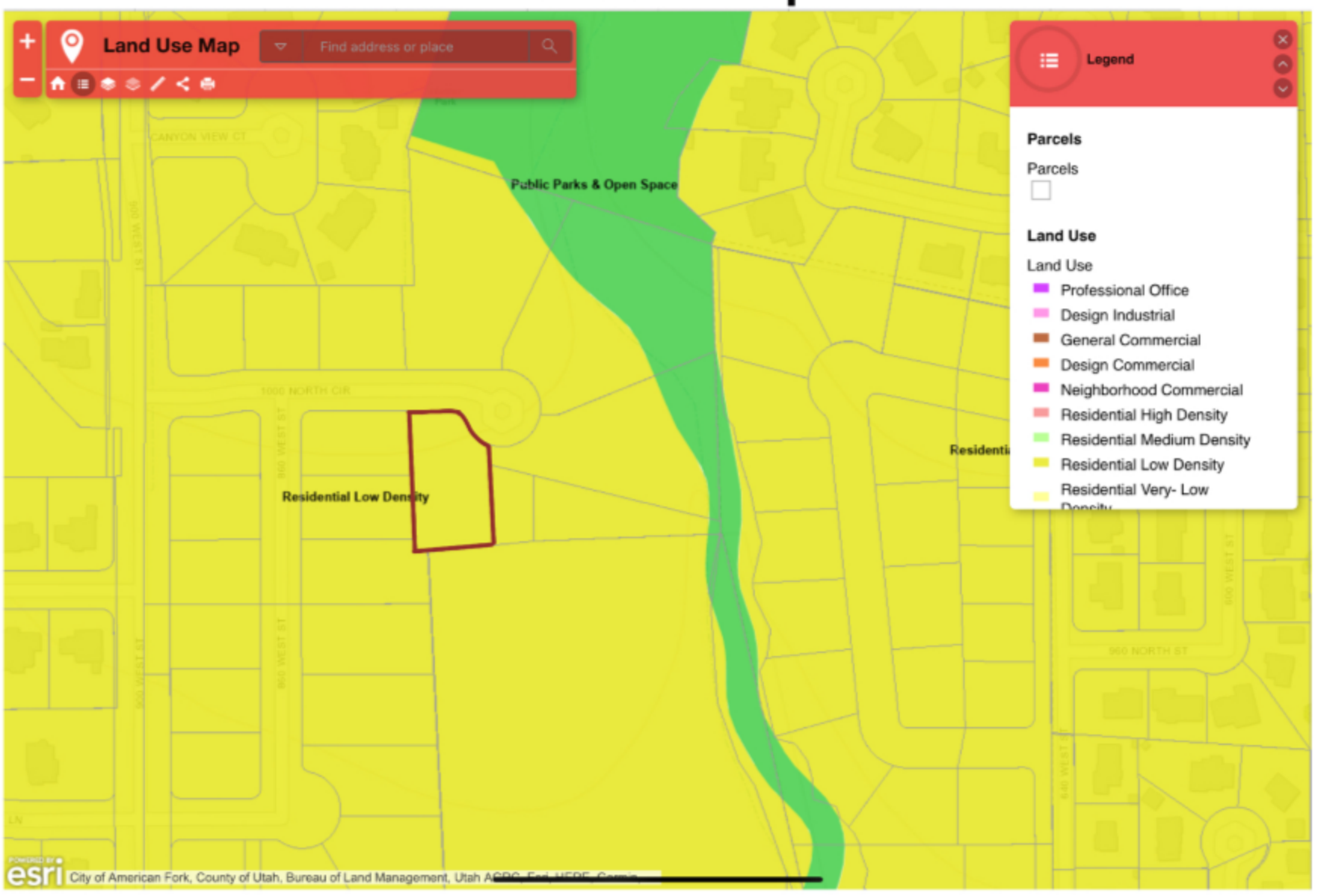
No comments

Engineering Division
Reviewed
rburkhill 11/24/2025

Zone Map



Land Use Map



Attachment: COMMENTS (2025.12.03) ZoneMapAndLandUseMap_Waltonlotzonechange_20251116_v1 (Walton Lot Zone Change)

Planning Commission Staff Report
Meeting Date: December 17, 2025

Agenda Topic

Public hearing, review, and recommendation on an application for a Zone Change, known as Walton Lot Change, located at 794 W 1000 N Circle, American Fork City. The Zone Change will be on approximately 0.58 acres and is in the RA-1 and R-1-1200 and will change to the R-1-1200 Zone.

BACKGROUND INFORMATION		
Location:		794 W 1000 N Circle
Parcel ID:		46:958:0117
Project Type:		Residential Zone Change
Applicants:		Andrew and Tamara Walton
Existing Land Use:		Residential Low Density
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
Existing Zoning:		RA-1 and R1-12000
Proposed Zoning:		R1-12000
Surrounding Zoning:	North	RA-1
	South	R1-12000
	East	RA-1
	West	R1-12000

Background

The applicant has applied for a proposed Zone Change from the RA-1 Zone to the R1-12,000 Zone. The project looks to change the zone to allow for development of a lot that does not meet its current zoning size requirements.

Attachment: Walton Lot - Zone Change - Staff Report (Walton Lot Zone Change)

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;

Attachment: Walton Lot - Zone Change - Staff Report (Walton Lot Zone Change)

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 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. N/A

Findings of Fact

Attachment: Walton Lot - Zone Change - Staff Report (Walton Lot Zone Change)

1. The Zone Change meets the requirements of Section 17.11.

Project Map



Attachment: Walton Lot - Zone Change - Staff Report (Walton Lot Zone Change)

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.
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).

Attachment: Walton Lot - Zone Change - Staff Report (Walton Lot Zone Change)

Staff Recommendation

The Zone Change meets the requirements of Section 17.11. Staff recommends approving the application.

Potential Motions – Zone Change

Approval

I move to recommend approval for the proposed Zone Change, located at 794 W 1000 N Circle, American Fork City, from the Residential Agriculture RA-1 and Residential R1-12,000 Zones, to the Residential R1-12,000 Zone, subject to any conditions found in the staff report.

Denial

I move to recommend denial for the proposed Zone Change, located at 794 W 1000 N Circle, American Fork City, from the Residential Agriculture RA-1 and Residential R1-12,000 Zones, to the Residential R1-12,000 Zone.

Table

I move to table action for the proposed Zone Change, located at 794 W 1000 N Circle, American Fork City, from the Residential Agriculture RA-1 and Residential R1-12,000 Zones, to the Residential R1-12,000 Zone, and instruct staff/developer to……..

Attachment: Walton Lot - Zone Change - Staff Report (Walton Lot Zone Change)

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL ZONE MAP OF AMERICAN FORK, UTAH AT 794 W 1000 NORTH CIRCLE FROM THE RA-1 and R1-12000 RESIDENTIAL ZONE TO THE R1-12000 RESIDENTIAL 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 794 W 1000 N Cir (the "Property") to amend the Zone Map changing the Property from the RA-1 Residential zone to the R1-12000 Residential Zone; and

WHEREAS, on December 17, 2025, 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 794 W 1000 N Cir be amended from the RA-1 Residential zone to the R1-12000 Residential zone at 794 W 1000 North Circle 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.

Attachment: Walton Lot Zone Change Resolution (Walton Lot Zone Change)

PASSED AND ORDERED POSTED BY THE CITY COUNCIL OF AMERICAN FORK, UTAH THIS _____ DAY OF _____ 2026.

_____
Bradley J. Frost, Mayor

ATTEST:

_____
Terilyn Lurker, City Recorder

EXHIBIT "A"

ZONE MAP



Attachment: Walton Lot Zone Change Resolution (Walton Lot Zone Change)

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
JANUARY 13, 2026

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

AGENDA ITEM Review and action on a resolution ratifying the actions taken by the Council to authorize the issuance of lease revenue bonds and establishing the maximum amount of the bonds.

SUMMARY RECOMMENDATION
Staff would recommend ratifying the resolution

BACKGROUND
On December 9, 2025, City Council approved a parameters resolution for issuance of lease revenue bonds to be used for design and improvements of a new public works facility. City council requested additional information regarding estimated costs and scope of the public works facility improvement project (Project).

The Project consists of an approximate 45,000 square foot administration building and approximately 36,000 square feet of bay and equipment storage area. The city-owned 5.7 acre site will be re-developed to include office space for city employees and public interface, equipment and material storage, workspace for repairs, and parking for the public and city employees. The expected completion date of the Project is the summer of 2028.

Estimated concept plan project costs are as follows:

Design, Engineering, Project Management	$4,803,000
Construction Costs	$32,020,000
Furniture, Fixtures, Equipment	$1,601,000
Property Costs	$3,649,608
Contingencies	$3,202,000
Total Estimated Costs	$45,275,608

Staff proposes that the aggregate principal amount of the Bonds shall not exceed $45,250,000, in lieu of the not to exceed amount of $50,000,000 as approved in the parameters resolution adopted on December 9, 2025.

BUDGET IMPACT
Debt service will be paid through a combination of utility user fees and impact fees.

SUGGESTED MOTION
I move that we adopt the Resolution ratifying the actions taken by the Council to authorize the issuance of lease revenue bonds and establishing the maximum amount of the bonds.

SUPPORTING DOCUMENTS

Resolution for establishing the maximum amount of the bonds (DOCX)
Public Works Facility Improvements Concept Plan (PDF)

RESOLUTION

A RESOLUTION RATIFYING THE ACTION TAKEN BY THE CITY COUNCIL TO AUTHORIZE THE ISSUANCE OF THE LOCAL BUILDING AUTHORITY OF AMERICAN FORK CITY, UTAH, LEASE REVENUE BONDS

*** *** ***

WHEREAS, on December 9, 2025, the City Council (the *"Council"*) of American Fork City, Utah (the *"City"*) adopted a resolution (the *"Bond Resolution"*) authorizing the issuance of Lease Revenue Bonds, Series 2026 (the *"Bonds"*) by Local Building Authority of American Fork City, Utah (the *"Issuer"*);

WHEREAS, the Council desires to ratify the adoption of the Bond Resolution and the approval of the Bonds and establish the maximum principal amount of the Bonds that can be issued by the Issuer.

NOW, THEREFORE, BE IT RESOLVED by the City Council of American Fork City, Utah, as follows:

Section 1. Ratification of Bond Resolution. The Council hereby ratifies and confirms the Bond Resolution and the actions taken by the Council with respect to the Bonds on December 9, 2025, including all notices that have been published and posted relating to the Bonds.

Section 2. Principal Amount of the Bonds. The terms of the Bonds set forth in the Bond Resolution, including the parameters set forth in Section 3 of the Bond Resolution, are hereby ratified and confirmed; *provided, however*, the aggregate principal amount of the Bonds shall not exceed $45,250,000.

Section 3. Other Actions with Respect to the Bonds. The officers and employees of the City shall take all action necessary or reasonably required to carry out, give effect to, and consummate the transactions contemplated by the Bond Resolution and shall take all action necessary in conformity with the law to carry out the issuance of the Bonds including, without limitation, the execution and delivery of any documents required to be delivered in connection with the sale and delivery of the Bonds.

Section 4. Actions Taken. All other proceedings, resolutions and actions of the Council, the City and its officers taken in connection with the sale and issuance of the Bonds are hereby ratified and confirmed.

Section 5. Resolution Irrepealable. Following the issuance of the Bonds, this resolution and the Bond Resolution shall be and remain irrepealable until the Bonds and the interest thereon shall have been fully paid, cancelled, and discharged.

Attachment: Resolution for establishing the maximum amount of the bonds (Ratification of issuance of lease revenue bonds amount)

Section 6. *Severability*. It is hereby declared that all parts of this Resolution are severable, and if any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause or provision shall not affect the remaining provisions, paragraphs, clauses or provisions of this Resolution.

Section 7. *Effective Date*. This resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the City Council of American Fork City, Utah, on January 13, 2026.

AMERICAN FORK CITY, UTAH

By_____
Mayor

ATTEST AND COUNTERSIGN:

By_____
City Recorder

Attachment: Resolution for establishing the maximum amount of the bonds (Ratification of issuance of lease revenue bonds amount)

PREFERRED CONCEPT NORTH

Generator

Dumpsters

20’ x 50’ Materials Bins

40’ x 50’ Materials Bin

20’ x 50’ Bays

2 Story Above Ground Office Building (with Basement)

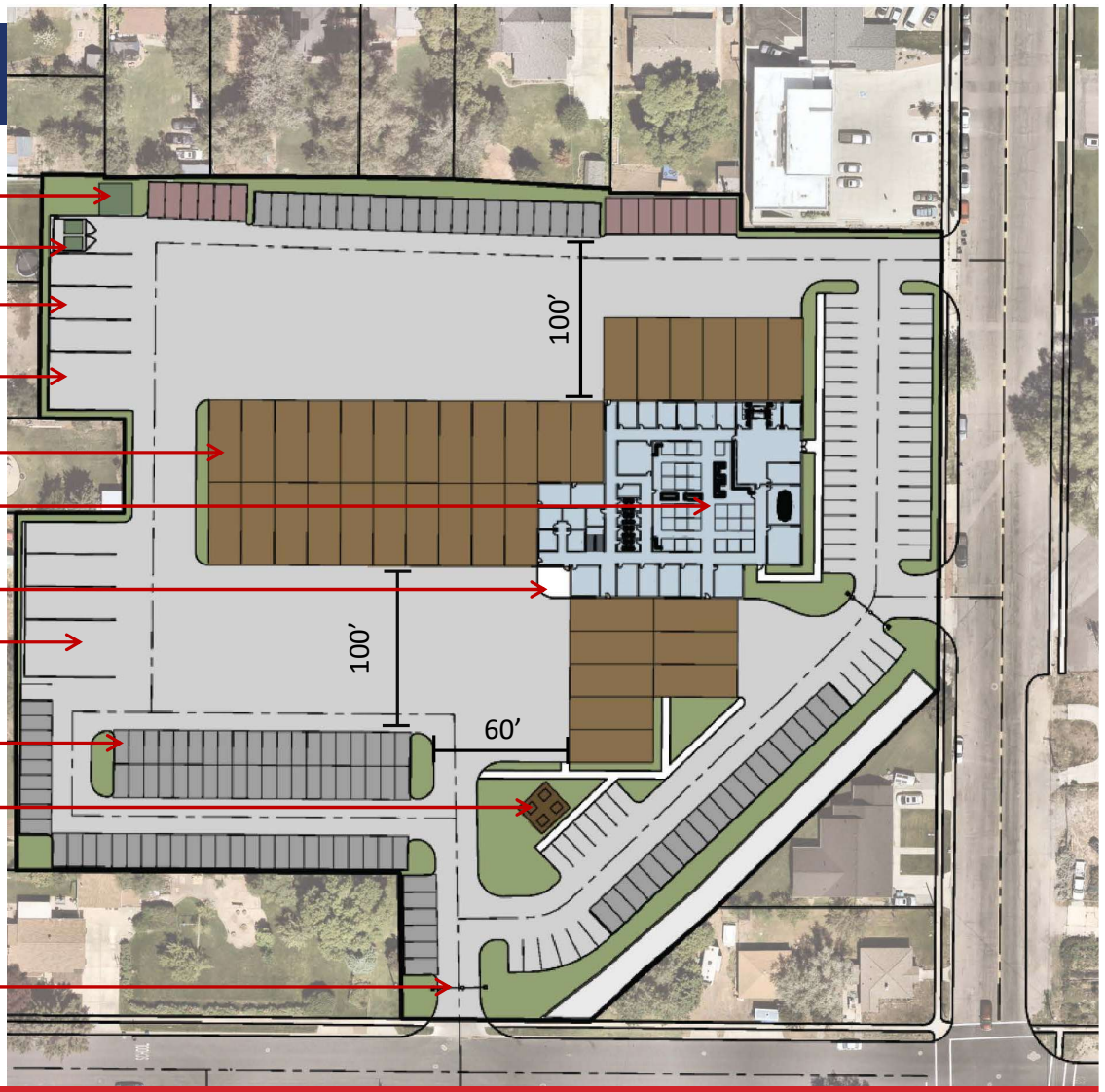
Main Employee Access

40’ x 60’ Materials Bins

Covered Employee Parking

Outdoor Break Area

Gated Entry (3 Total on North at each access point)



Attachment: Public Works Facility Improvements Concept Plan (Ratification of issuance of lease revenue

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
JANUARY 13, 2026

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

AGENDA ITEM Review and action on a resolution executing a lease/purchase agreement for Fire Engine #52 and related equipment.

SUMMARY RECOMMENDATION
Staff would recommend approval.

BACKGROUND
The City included in its fiscal year 2026 budget the lease of a new fire engine for the Fire department. The proposed terms to finance the new engine are 7 years with a 4.47% coupon/yield, maturing in January 2033. The city has an existing lease for the 2020 ladder truck with Zions Bancorporation which expires November 2027. A purchase order was approved on April 27, 2023 to order the engine for a 33-month lead time from construction to delivery. Estimated delivery is February 2026.

BUDGET IMPACT
Total amount is $1,137,152 with annual lease payments are estimated to be $192,765 beginning January 2027. Funding will be provided by fire impact fees.

SUGGESTED MOTION
Move to approve a resolution for the lease/purchase agreement in substantial form with ZIONS BANCORPORATION, N.A., Salt Lake City, Utah in the amount of $1,137,152 and authorizing the execution and delivery thereof.

SUPPORTING DOCUMENTS

01.13.26 - Official Intent Resolution American Fork City (DOCX)
01.13.26 - American Fork City Equipment Lease 1.8.2026 (2) (PDF)

RESOLUTION OF GOVERNING BODY

A resolution approving the form of the lease/purchase agreement with ZIONS BANCORPORATION, N.A., Salt Lake City, Utah and authorizing the execution and delivery thereof.

Whereas, The City Council (the "Governing Body") of American Fork City (the "Lessee") has determined that the leasing of the property described in the Lease/Purchase Agreement (the "Lease/Purchase Agreement") presented at this meeting is for a valid public purpose and is essential to the operations of the Lessee; and

Whereas, the Governing Body has reviewed the form of the Lease Purchase/Agreement and has found the terms and conditions thereof acceptable to the Lessee; and

Whereas, either there are no legal bidding requirements under applicable law to arrange for the leasing of such property under the Lease/Purchase Agreement, or the Governing Body has taken the steps necessary to comply with the same with respect to the Lease/Purchase Agreement.

Be it resolved by the Governing Body of American Fork City as follows:

SECTION 1: The terms of the said Lease/Purchase Agreement are in the best interests of the Lessee for the leasing of the property described therein.

SECTION 2. The appropriate officers and officials of the Lessee are hereby authorized and directed to execute and deliver the Lease/Purchase Agreement in substantially the form presented to this meeting and any related documents and certificates necessary to the consummation of the transactions contemplated by the Lease/Purchase Agreement for and on behalf of the Lessee. The officers and officials of the Lessee may make such changes to the Lease/Purchase Agreement and related documents and certificates as such officers and officials deem necessary or desirable, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 3. The officers and officials of the Governing Body and the Lessee are hereby authorized and directed to fulfill all obligations under the terms of the Lease/Purchase Agreement.

Adopted and approved this 13 day of January 2026.

By:_____

Name:_____

Title:_____

Attest:

By:_____

Name:_____

Title:_____

Attachment: 01.13.26 - Official Intent Resolution American Fork City (Lease/Purchase Agreement - Enforcer Pumper Fire Engine)

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

I, _____ hereby certify that I am the duly qualified and acting _____ of American Fork City (the "Lessee").
(Title)

I further certify that the above and foregoing instrument constitutes a true and correct copy of the minutes of a regular meeting of the governing body including a Resolution adopted at said meeting held on December 9, 2025 as said minutes and Resolution are officially of record in my possession, and that a copy of said Resolution was deposited in my office on _____, _____.

In witness whereof, I have hereunto set my hand on behalf of the Lessee this _____ day of _____, _____.

By:_____

Print Name:_____

Title:_____

Attachment: 01.13.26 - Official Intent Resolution American Fork City (Lease/Purchase Agreement - Enforcer Pumper Fire Engine)

UTAH FIXED EQUIPMENT LEASE

Long Name of Entity:	American Fork City
Address:	51 E. Main Street
City, State Zip:	American Fork, UT 84003
Attention:	Anna Montoya
Public Finance Office:	Finance Director
County:	Utah
Amount:	$1,137,151.99
Rate:	4.47
Maturity Date:	January 29, 2033
First Pmt Date:	January 29, 2027
Payment Dates:	January 29
Auto Extend:	7
Governing Body:	City Council
Resolution Date:	January, 2026
Dated Date:	January, 2026
Day:	29th
State:	Utah

Attachment: 01.13.26 - American Fork City Equipment Lease 1.8.2026 (2) (Lease/Purchase Agreement - Enforcer Pumper Fire Engine)

$1,137,151.99
American Fork City
Non-BQ Lease Purchase Agreement

1. Non-BQ Lease/Purchases Agreement of the American Fork City
2. Exhibit A. Calculation of Interest Component
3. Exhibit B. Description of Leased Property
4. Exhibit C. Resolution of Governing Body
5. Exhibit D. Opinion of Lessee's Counsel
6. Exhibit E. Security Documents
7. Exhibit F. Delivery and Acceptance Certificate
8. Form 8038-G
9. Wire Transfer Request

Attachment: 01.13.26 - American Fork City Equipment Lease 1.8.2026 (2) (Lease/Purchase Agreement - Enforcer Pumper Fire Engine)

Attachment: 01.13.26 - American Fork City Equipment Lease 1.8.2026 (2) (Lease/Purchase Agreement - Enforcer Pumper Fire Engine)

Non-BQ LEASE/PURCHASE AGREEMENT

Dated as of January 29, 2026

by and between

ZMFU II, INC.,
as Lessor

and

AMERICAN FORK CITY,
as Lessee

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Attachment: 01.13.26 - American Fork City Equipment Lease 1.8.2026 (2) (Lease/Purchase Agreement - Enforcer Pumper Fire Engine)

Non-BQ LEASE/PURCHASE AGREEMENT

THIS Non-BQ LEASE/PURCHASE AGREEMENT, dated as of January 29, 2026, by and between ZMFU II, INC., a corporation organized under the laws of the State of Utah, as lessor (the "Bank" or "Lessor"), and American Fork City (the "Lessee"), a public agency of the State of Utah (the "State"), duly organized and existing under the Constitution and laws of the State, as lessee;

W I T N E S S E T H:

WHEREAS, the Lessee desires to finance the acquisition of the equipment and/or other personal property described as the "Leased Property" in Exhibit B (the "Leased Property") by entering into this Lease/Purchase Agreement with the Bank (the "Lease"); and

WHEREAS, the Bank agrees to lease the Leased Property to the Lessee upon the terms and conditions set forth in this Lease, with rental to be paid by the Lessee equal to the Lease Payments hereunder; and

WHEREAS, it is the intent of the parties that the original term of this Lease, and any subsequent renewal terms, shall not exceed 12 months, and that the payment obligation of the Lessee shall not constitute a general obligation under State law; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of this Lease do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Lease;

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS AND EXHIBITS

SECTION 1.1 Definitions and Rules of Construction. Unless the context otherwise requires, the capitalized terms used herein shall, for all purposes of this Lease, have the meanings specified in the definitions below. Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa. The terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms, as used in this Lease, refer to this Lease as a whole.

"Advance" shall have the meaning set forth in Section 2.1(l)(i)(D) hereof.

"Bank" shall have the meaning set forth in the Preamble hereof.

"Business Day" means any day except a Saturday, Sunday, or other day on which banks in Salt Lake City, Utah or the State are authorized to close.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commencement Date" means the date this Lease is executed by the Bank and the Lessee.

"Event of Nonappropriation" shall have the meaning set forth in Section 3.2 hereof.

Attachment: 01.13.26 - American Fork City Equipment Lease 1.8.2026 (2) (Lease/Purchase Agreement - Enforcer Pumper Fire Engine)

"Governing Body" means the governing body of the Lessee.

"Lease Payments" means the rental payments described in Exhibit A hereto.

"Lease Payment Date" shall have the meaning set forth in Section 3.4(a) hereof.

"Leased Property" shall have the meaning set forth in the Whereas clauses hereof.

"Lessee" shall have the meaning set forth in the Preamble hereof.

"Net Proceeds" means insurance or eminent domain proceeds received with respect to the Leased Property less expenses incurred in connection with the collection of such proceeds.

"Obligation Instrument" shall have the meaning set forth in Section 2.1(c) hereof.

"Original Term" shall have the meaning set forth in Section 3.2 hereof.

"Permitted Encumbrances" means, as of any particular time: (i) liens for taxes and assessments, if any, not then delinquent, or which the Lessee may, pursuant to provisions of Section 5.3 hereof, permit to remain unpaid; (ii) this Lease; (iii) any contested right or claim of any mechanic, laborer, materialman, supplier or vendor filed or perfected in the manner prescribed by law to the extent permitted under Section 5.4(b) hereof; (iv) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record as of the execution date of this Lease and which the Lessee hereby certifies will not materially impair the use of the Leased Property by the Lessee; and (v) other rights, reservations, covenants, conditions or restrictions established following the date of execution of this Lease and to which the Bank and the Lessee consent in writing.

"Rebate Exemption" shall have the meaning set forth in Section 2.1(l)(ii)(A) hereof.

"Regulations" shall have the meaning set forth in Section 2.1(l)(i) hereof.

"Renewal Term" shall have the meaning set forth in Section 3.2 hereof.

"Scheduled Term" shall have the meaning set forth in Section 3.2 hereof.

"State" shall have the meaning set forth in the Preamble hereof.

"Term" or "Term of this Lease" means the Original Term and all Renewal Terms provided for in this Lease under Section 3.2 until this Lease is terminated as provided in Section 3.3 hereof.

SECTION 1.2 Exhibits. Exhibits A, B, C, D, E and F attached to this Lease are by this reference made a part of this Lease.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

SECTION 2.1 Representations, Covenants and Warranties of the Lessee. The Lessee represents, covenants and warrants to the Bank as follows:

Attachment: 01.13.26 - American Fork City Equipment Lease 1.8.2026 (2) (Lease/Purchase Agreement - Enforcer Pumper Fire Engine)

(a) Due Organization and Existence. The Lessee is a public agency of the State duly organized and existing under the Constitution and laws of the State.

(b) Authorization; Enforceability. The Constitution and laws of the State authorize the Lessee to enter into this Lease and to enter into the transactions contemplated by, and to carry out its obligations under, this Lease. The Lessee has duly authorized, executed and delivered this Lease in accordance with the Constitution and laws of the State. This Lease constitutes the legal, valid and binding special obligation of the Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

(c) No Conflicts or Default; Other Liens or Encumbrances. Neither the execution and delivery of this Lease nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby (i) conflicts with or results in a breach of the terms, conditions, provisions, or restrictions of any existing law, or court or administrative decree, order, or regulation, or agreement or instrument to which the Lessee is now a party or by which the Lessee is bound, **including without limitation any agreement or instrument pertaining to any bond, note, lease, certificate of participation, debt instrument, or any other obligation of the Lessee** (any such bond, note, lease, certificate of participation, debt instrument, and other obligation being referred to herein as an "Obligation Instrument"), (ii) constitutes a default under any of the foregoing, or (iii) results in the creation or imposition of any pledge, lien, charge or encumbrance whatsoever upon any of the property or assets of the Lessee, or upon the Leased Property except for Permitted Encumbrances.

By way of example, and not to be construed as a limitation on the representations set forth in the immediately preceding paragraph:

(A) no portion of the Leased Property is pledged to secure any Obligation Instrument; and

(B) the interests of the Lessor in the Leased Property hereunder do not violate the terms, conditions or provisions of any restriction or revenue pledge in any agreement or instrument pertaining to any Obligation Instrument.

If any Obligation Instrument existing on the date of execution of this Lease creates any pledge, lien, charge or encumbrance on any revenues, property or assets associated with the Leased Property that is higher in priority to the Bank's interests therein under this Lease, the Bank hereby subordinates its interests therein, but only to the extent required pursuant to such existing Obligation Instrument.

(d) Compliance with Open Meeting Requirements. The Governing Body has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which the Lessee's execution of this Lease was authorized.

(e) Compliance with Bidding Requirements. Either there are no procurement or public bidding laws of the State applicable to the acquisition and leasing of the Leased Property pursuant to this Lease, or the Governing Body and the Lessee have complied with all such procurement and public bidding laws as may be applicable hereto.

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(f) No Adverse Litigation. There are no legal or governmental proceedings or litigation pending, or to the best knowledge of the Lessee threatened or contemplated (or any basis therefor) wherein an unfavorable decision, ruling, or finding might adversely affect the transaction contemplated in or the validity of this Lease.

(g) Opinion of Lessee's Counsel. The letter attached to this Lease as Exhibit D is a true opinion of Lessee's counsel.

(h) Governmental Use of Leased Property. During the Term of this Lease, the Leased Property will be used solely by the Lessee, and only for the purpose of performing one or more governmental or proprietary functions of the Lessee consistent with the permissible scope of the Lessee's authority, and the Leased Property will not be subject to any direct or indirect private business use.

(i) Other Representations and Covenants. The representations, covenants, warranties, and obligations set forth in this Article are in addition to and are not intended to limit any other representations, covenants, warranties, and obligations set forth in this Lease.

(j) No Nonappropriations. The Lessee has never non-appropriated or defaulted under any of its payment or performance obligations or covenants, either under any municipal lease of the same general nature as this Lease, or under any of its bonds, notes, or other obligations of indebtedness for which its revenues or general credit are pledged.

(k) No Legal Violation. The Leased Property is not, and at all times during the Term of this Lease will not be in violation of any federal, state or local law, statute, ordinance or regulation.

(l) General Tax and Arbitrage Representations and Covenants.

(i) The certifications and representations made by the Lessee in this Lease are intended, among other purposes, to be a certificate permitted in Section 1.148-2(b) of the Treasury Regulations promulgated pursuant to Section 148 of the Code (the "Regulations"), to establish the reasonable expectations of the Lessee at the time of the execution of this Lease made on the basis of the facts, estimates and circumstances in existence on the date hereof. The Lessee further certifies and covenants as follows:

(A) The Lessee has not been notified of any disqualification or proposed disqualification of it by the Commissioner of the Internal Revenue Service as an issuer which may certify bond issues.

(B) To the best knowledge and belief of the Lessee, there are no facts, estimates or circumstances that would materially change the conclusions, certifications or representations set forth in this Lease, and the expectations herein set forth are reasonable.

(C) The Scheduled Term of this Lease does not exceed the useful life of the Leased Property, and the weighted average term of this Lease does not exceed the weighted average useful life of the Leased Property.

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(D) Each advance of funds by the Bank to finance Leased Property under this Lease (each an "Advance") will occur only when and to the extent that the Lessee has reasonably determined and identified the nature, need, and cost of each item of Leased Property pertaining to such Advance.

(E) No use will be made of the proceeds of this Lease or any such Advance, or any funds or accounts of the Lessee which may be deemed to be proceeds of this Lease or any such Advance, which use, if it had been reasonably expected on the date of the execution of this Lease or of any such Advance, would have caused this Lease or any such Advance to be classified as an "arbitrage bond" within the meaning of Section 148 of the Code.

(F) The Lessee will at all times comply with the rebate requirements of Section 148(f) of the Code as they pertain to this Lease, to the extent applicable.

(G) In order to preserve the status of this Lease and the Advances as other than "private activity bonds" as described in Sections 103(b)(1) and 141 of the Code, as long as this Lease and any such Advances are outstanding and unpaid:

(I) none of the proceeds from this Lease or the Advances or any facilities or assets financed therewith shall be used for any "private business use" as that term is used in Section 141(b) of the Code and defined in Section 141(b)(6) of the Code;

(II) the Lessee will not allow any such "private business use" to be made of the proceeds of this Lease or the Advances or any facilities or assets financed therewith; and

(III) none of the Advances or Lease Payments due hereunder shall be secured in whole or in part, directly or indirectly, by any interest in any property used in any such "private business use" or by payments in respect of such property and shall not be derived from payments in respect of such property.

(H) The Lessee will not take any action, or omit to take any action, which action or omission would cause the interest component of the Lease Payments to be ineligible for the exclusion from gross income as provided in Section 103 of the Code.

(I) The Lessee is a "governmental unit" within the meaning of Section 141(b)(6) of the Code.

(J) The obligations of the Lessee under this Lease are not federally guaranteed within the meaning of Section 149(b) of the Code.

(K) This Lease and the Advances to be made pursuant hereto do not constitute a "refunding issue" as defined in Section 1.150-1(d) of the Regulations, and no part of the proceeds of this Lease or any such Advances will be used to pay or discharge any obligations of the Lessee the interest on which is or purports to

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be excludable from gross income under the Code or any predecessor provision of law.

Either (check applicable box):

☐ (I) No Reimbursement for Expenditures Incurred Prior to 60 Days Before the Date the Authorizing Resolution Was Adopted. No proceeds of this Lease and the Advances to be made pursuant hereto will be used to reimburse the Lessee for any expenditures incurred prior to the date sixty (60) days before the date the Governing Body adopted the Authorizing Resolution.

- or -

☐ (II) Prior Expenditures Will be Reimbursed; But No Reimbursement Resolution Was Adopted. If proceeds of this Lease and the Advances to be made pursuant hereto are to be used to reimburse the Lessee for expenditures incurred with respect to the Leased Property prior to the date sixty (60) days before the date the Governing Body adopted the Authorizing Resolution, then proceeds of this Lease and the Advances made hereunder will be used to reimburse only those expenditures that are described below (collectively, "Reimbursable Expenditures"):

(a) **Subsequent Expenditures:** all expenditures incurred with respect to the Leased Property on or after the date the Authorizing Resolution was adopted; plus

(b) **Prior Expenditures:** the following types of expenditures incurred with respect to the Leased Property prior to the date the Authorizing Resolution was adopted:

(1) capital expenditures made no earlier than sixty (60) days before the Authorizing Resolution was adopted; plus

(2) "preliminary expenditures" as described in Section 1.150-2(f)(2) of the Regulations, not in excess of twenty percent (20%) of the aggregate "issue price" (as that term is defined in Section 1.148-1(b) of the Regulations) of this Lease for architectural, engineering, surveying, soil testing, reimbursement bond issuance, and similar costs that are incurred prior to the commencement of acquisition and/or construction of the Leased Property, other than land acquisition, site preparation, and similar costs incident to commencement of construction; plus

(3) the lesser of $100,000 or five percent (5%) of the proceeds of this Lease.

- or -

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☐ (III) Reimbursement Resolution Has Been Previously Adopted for Reimbursement of Prior Expenditures. The Lessee has previously adopted the Reimbursement Resolution attached hereto as Exhibit __ (the "Reimbursement Resolution") authorizing the reimbursement of "Reimbursable Expenditures," which are defined in the Reimbursement Resolution using the same definition of such term as in (II) above, and this Lease and the Advances to be made pursuant hereto will be used to reimburse only those expenditures pertaining to the Leased Property that qualify as "Reimbursable Expenditures" as so defined.

Any reimbursement pursuant to (I), (II), or (III) above of expenditures incurred prior to the date the Authorizing Resolution was adopted shall be evidenced by an allocation made by or on behalf of the Lessee in writing:

(1) not later than eighteen (18) months after the later of:

(x) the date the original expenditure is paid; or

(y) the date the Leased Property is "placed in service" (as that term is defined in Section 1.150-2(c) of the Regulations) or abandoned;

(2) but in no event more than three (3) years after the original expenditure is paid.

(L) In compliance with Section 149(e) of the Code relating to information reporting, the Lessee will file or cause to be filed with the Internal Revenue Service Center, Ogden, UT 84201, within fifteen (15) days from the execution of this Lease, IRS Form 8038-G or 8038-GC, as appropriate, reflecting the total aggregate amount of Advances that can be made pursuant to this Lease.

(M) None of the proceeds of this Lease or the Advances to be made hereunder will be used directly or indirectly to replace funds of the Lessee used directly or indirectly to acquire obligations at a yield materially higher than the yield on this Lease or otherwise invested in any manner. No portion of the Advances will be made for the purpose of investing such portion at a materially higher yield than the yield on this Lease.

(N) Inasmuch as Advances will be made under this Lease only when and to the extent the Lessee reasonably determines, identifies and experiences the need therefor, and will remain outstanding and unpaid only until such time as the Lessee has moneys available to repay the same, the Lessee reasonably expects that (I) the Advances will not be made sooner than necessary; (II) no proceeds from the Advances will be invested at a yield higher than the yield on this Lease; and (III) the Advances and this Lease will not remain outstanding and unpaid longer than necessary.

(O) The Lessee will either (i) spend all of the moneys advanced pursuant to this Lease immediately upon receipt thereof, without investment, on the portion

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of the Leased Property that is to be financed thereby; or (ii) invest such moneys at the highest yield allowable and practicable under the circumstances until they are to be spent on the portion of the Leased Property that is to be financed thereby, and track, keep records of, and pay to the United States of America, all rebatable arbitrage pertaining thereto, at the times, in the amounts, in the manner, and to the extent required under Section 148(f) of the Code and the Treasury Regulations promulgated in connection therewith. At least five percent (5%) of the total amount of moneys that are expected to be advanced pursuant to this Lease are reasonably expected to have been expended on the Leased Property within six (6) months from the date of this Lease. All moneys to be advanced pursuant to this Lease are reasonably expected to have been expended on the Leased Property no later than the earlier of: (I) the date twelve (12) months from the date such moneys are advanced; and (II) the date three (3) years from the date of this Lease.

(P) This Lease and the Advances to be made hereunder are not and will not be part of a transaction or series of transactions that attempts to circumvent the provisions of Section 148 of the Code and the regulations promulgated in connection therewith (I) enabling the Lessee to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (II) overburdening the tax-exempt bond market, as those terms are used in Section 1.148-10(a)(2) of the Regulations.

(Q) To the best of the knowledge, information and belief of the Lessee, the above expectations are reasonable. On the basis of the foregoing, it is not expected that the proceeds of this Lease and the Advances to be made hereunder will be used in a manner that would cause this Lease or such Advances to be "arbitrage bonds" under Section 148 of the Code and the regulations promulgated thereunder, and to the best of the knowledge, information and belief of the Lessee, there are no other facts, estimates or circumstances that would materially change the foregoing conclusions.

(ii) Arbitrage Rebate Under Section 148(f) of the Code. With respect to the arbitrage rebate requirements of Section 148(f) of the Code, either (check applicable box):

☐ (A) Lessee Qualifies for Small Issuer Exemption from Arbitrage Rebate. The Lessee hereby certifies and represents that it qualifies for the exception contained in Section 148(f)(4)(D) of the Code from the requirement to rebate arbitrage earnings from investment of proceeds of the Advances made under this Lease (the "Rebate Exemption") as follows:

(1) The Lessee has general taxing powers.

(2) Neither this Lease, any Advances to be made hereunder, nor any portion thereof are private activity bonds as defined in Section 141 of the Code ("Private Activity Bonds").

(3) Ninety-five percent (95%) or more of the net proceeds of the Advances to be made hereunder are to be used for local government activities of the Lessee (or of a governmental unit, the jurisdiction of which is entirely within the jurisdiction of the Lessee).

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(4) Neither the Lessee nor any aggregated issuer has issued or is reasonably expected to issue any tax-exempt obligations other than Private Activity Bonds (as those terms are used in Section 148(f)(4)(D) of the Code) during the current calendar year, including the Advances to be made hereunder, which in the aggregate would exceed $5,000,000 in face amount, or $15,000,000 in face amount for such portions, if any, of any tax-exempt obligations of the Lessee and any aggregated issuer as are attributable to construction of public school facilities within the meaning of Section 148(f)(4)(D)(vii) of the Code.

For purposes of this Section, "aggregated issuer" means any entity which (a) issues obligations on behalf of the Lessee, (b) derives its issuing authority from the Lessee, or (c) is subject to substantial control by the Lessee.

The Lessee hereby certifies and represents that it has not created, does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 148(f)(4)(D)(i)(IV) of the Code.

Accordingly, the Lessee will qualify for the Rebate Exemption granted to governmental units issuing less than $5,000,000 under Section 148(f)(4)(D) of the Code ($15,000,000 for the financing of public school facilities construction as described above), and the Lessee shall be treated as meeting the requirements of Paragraphs (2) and (3) of Section 148(f) of the Code relating to the required rebate of arbitrage earnings to the United States with respect to this Lease and the Advances to be made hereunder.

- or -

☐ (B) Lessee Will Keep Records of and Will Rebate Arbitrage. The Lessee does not qualify for the small issuer Rebate Exemption described above, and the Lessee hereby certifies and covenants that it will account for, keep the appropriate records of, and pay to the United States, the rebate amount, if any, earned from the investment of gross proceeds of this Lease and the Advances to be made hereunder, at the times, in the amounts, and in the manner prescribed in Section 148(f) of the Code and the applicable Regulations promulgated with respect thereto.

SECTION 2.2 Representations, Covenants and Warranties of the Bank. The Bank is a corporation duly organized, existing and in good standing under the laws of the State of Utah, has the power to enter into this Lease, is possessed of full power to own and hold real and personal property, and to lease and sell the same, and has duly authorized the execution and delivery of this Lease. This Lease constitutes the legal, valid and binding obligation of the Bank, enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

ARTICLE III

AGREEMENT TO LEASE; TERM OF LEASE; LEASE PAYMENTS

SECTION 3.1 Lease. The Bank hereby leases the Leased Property to the Lessee, and the Lessee hereby leases the Leased Property from the Bank, upon the terms and conditions set forth herein.

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Concurrently with its execution of this Lease, the Lessee shall deliver to the Bank fully completed documents substantially in the forms attached hereto as Exhibits B, C, D, E and F hereto. Prior to the Bank making the final Advance hereunder, Lessee shall provide the Bank an executed copy of the Delivery and Acceptance Certificate found in Exhibit F.

SECTION 3.2 Term. The Term of this Lease shall commence on the date of execution of this Lease, including delivery to the Bank by the Lessee of fully completed documents in the forms set forth in Exhibits B, C, D, E and F attached hereto, and continue until the end of the fiscal year of Lessee in effect at the Commencement Date (the "Original Term"). Thereafter, this Lease will be extended for 7 successive additional periods of one year coextensive with Lessee's fiscal year, except for the last such period which may be less than a full fiscal year, (each, a "Renewal Term") subject to an Event of Nonappropriation as described herein below in this Section 3.2 and in Section 3.3(a), with the final Renewal Term ending on January 29, 2033, unless this Lease is terminated as hereinafter provided. The Original Term together with all scheduled Renewal Terms shall be referred to herein as the "Scheduled Term" irrespective of whether this Lease is terminated for any reason prior to the scheduled commencement or termination of any Renewal Term as provided herein.

If Lessee does not appropriate funds for the payment of Lease Payments due for any Renewal Term in the adopted budget of the Lessee for the applicable fiscal year (an "Event of Nonappropriation"), this Lease will terminate upon the expiration of the Original or Renewal Term then in effect and Lessee shall notify Bank of such termination at least ten (10) days prior to the expiration of the Original or Renewal Term then in effect.

SECTION 3.3 Termination. This Lease will terminate upon the earliest of any of the following events:

(a) upon the expiration of the Original Term or any Renewal Term of this Lease following an Event of Nonappropriation;

(b) the exercise by Lessee of any option to purchase granted in this Lease by which Lessee purchases all of the Leased Property;

(c) a default by Lessee and Bank's election to terminate this Lease under Article VII herein; or

(d) the expiration of the Scheduled Term of this Lease, the Lessee having made payment of all Lease Payments accrued to such date.

SECTION 3.4 Lease Payments.

(a) Time and Amount. During the Term of this Lease and so long as this Lease has not terminated pursuant to Section 3.3, the Lessee agrees to pay to the Bank, its successors and assigns, as annual rental for the use and possession of the Leased Property, the Lease Payments (denominated into components of principal and interest) in the amounts specified in Exhibit A, to be due and payable in arrears on each payment date identified in Exhibit A (or if such day is not a Business Day, the next succeeding Business Day) specified in Exhibit A (the "Lease Payment Date").

(b) Rate on Overdue Payments. In the event the Lessee should fail to make any of the Lease Payments required in this Section, the Lease Payment in default shall continue as an obligation of the Lessee until the amount in default shall have been fully paid, and the Lessee agrees to pay the same with interest thereon, to the extent permitted by law, from the date such amount

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was originally payable at the rate equal to the original interest rate payable with respect to such Lease Payments.

(c) Additional Payments. Any additional payments required to be made by the Lessee hereunder, including but not limited to Sections 4.1, 5.3, and 7.4 of this Lease, shall constitute additional rental for the Leased Property.

SECTION 3.5 Possession of Leased Property Upon Termination. Upon termination of this Lease pursuant to Sections 3.3(a), or (c), the Lessee shall transfer the Leased Property to the Bank in such manner as may be specified by the Bank, and the Bank shall have the right to take possession of the Leased Property by virtue of the Bank's ownership interest as lessor of the Leased Property, and the Lessee at the Bank's direction shall ship the Leased Property to the destination designated by the Bank by loading the Leased Property at the Lessee's cost and expense, on board such carrier as the Bank shall specify.

SECTION 3.6 No Withholding. Notwithstanding any dispute between the Bank and the Lessee, in connection with this Lease or otherwise, including a dispute as to the failure of any portion of the Leased Property in use by or possession of the Lessee to perform the task for which it is leased, the Lessee shall make all Lease Payments when due and shall not withhold any Lease Payments pending the final resolution of such dispute.

SECTION 3.7 Lease Payments to Constitute a Current Obligation of the Lessee. Notwithstanding any other provision of this Lease, the Lessee and the Bank acknowledge and agree that the obligation of the Lessee to pay Lease Payments hereunder constitutes a current special obligation of the Lessee payable exclusively from current and legally available funds and shall not in any way be construed to be an indebtedness of the Lessee within the meaning of any constitutional or statutory limitation or requirement applicable to the Lessee concerning the creation of indebtedness. The Lessee has not hereby pledged the general tax revenues or credit of the Lessee to the payment of the Lease Payments, or the interest thereon, nor shall this Lease obligate the Lessee to apply money of the Lessee to the payment of Lease Payments beyond the then current Original Term or Renewal Term, as the case may be, or any interest thereon.

SECTION 3.8 Net Lease. This Lease shall be deemed and construed to be a "net-net-net lease" and the Lessee hereby agrees that the Lease Payments shall be an absolute net return to the Bank, free and clear of any expenses, charges or set-offs whatsoever, except as expressly provided herein.

SECTION 3.9 Offset. Lease Payments or other sums payable by Lessee pursuant to this Lease shall not be subject to set-off, deduction, counterclaim or abatement and Lessee shall not be entitled to any credit against such Lease Payments or other sums for any reason whatsoever, including, but not limited to: (i) any accident or unforeseen circumstances; (ii) any damage or destruction of the Leased Property or any part thereof; (iii) any restriction or interference with Lessee's use of the Leased Property; (iv) any defects, breakdowns, malfunctions, or unsuitability of the Leased Property or any part thereof; or (v) any dispute between the Lessee and the Bank, any vendor or manufacturer of any part of the Leased Property, or any other person.

ARTICLE IV

INSURANCE

SECTION 4.1 Insurance. Lessee, at Bank's option, will either self-insure, or at Lessee's cost, will cause casualty insurance and property damage insurance to be carried and maintained on the Leased Property, with all such coverages to be in such amounts sufficient to cover the value of the Leased Property at the commencement of this Lease (as determined by the purchase price paid for the Leased Property), and public liability insurance with respect to the Leased Property in the amounts required by law, but in no event with a policy limit less than $1,000,000 per occurrence. All insurance shall be written in such forms, to cover such

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risks, and with such insurers, as are customary for public entities such as the Lessee. A combination of self-insurance and policies of insurance may be utilized. If policies of insurance are obtained, Lessee will cause Bank to be a loss payee as its interest under this Lease may appear on such property damage insurance policies, and an additional insured on a primary and noncontributory basis on such public liability insurance in an amount equal to or exceeding the minimum limit stated herein. Subject to Section 4.2, insurance proceeds from insurance policies or budgeted amounts from self-insurance as relating to casualty and property damage losses will, to the extent permitted by law, be payable to Bank in an amount equal to the then outstanding principal and accrued interest components of the Lease Payments at the time of such damage or destruction as provided by Section 8.1. Lessee will deliver to Bank the policies or evidences of insurance or self-insurance satisfactory to Bank, together with receipts for the applicable premiums before the Leased Property is delivered to Lessee and at least thirty (30) days before the expiration of any such policies. By endorsement upon the policy or by independent instrument furnished to Bank, such insurer will agree that it will give Bank at least thirty (30) days' written notice prior to cancellation or alteration of the policy. Lessee will carry workers compensation insurance covering all employees working on, in, or about the Leased Property, and will require any other person or entity working on, in, or about the Leased Property to carry such coverage, and will furnish to Bank certificates evidencing such coverages throughout the Term of this Lease.

SECTION 4.2 Damage to or Destruction of the Leased Property. If all or any part of the Leased Property is lost, stolen, destroyed, or damaged, Lessee will give Bank prompt notice of such event and will, to the extent permitted by law, repair or replace the same at Lessee's cost. If such lost, stolen, destroyed or damaged Leased Property is equipment, it shall be repaired or replaced within thirty (30) days after such event. If such lost, stolen, destroyed or damaged Leased Property is other than equipment, it shall be repaired or replaced within one hundred eighty (180) days after such event. Any replaced Leased Property will be substituted in this Lease by appropriate endorsement. All insurance proceeds received by Bank under the policies required under Section 4.1 with respect to the Leased Property lost, stolen, destroyed, or damaged, will be paid to Lessee if the Leased Property is repaired or replaced by Lessee as required by this Section. If Lessee fails or refuses to make the required repairs or replacement, such proceeds will be paid to Bank to the extent of the then remaining portion of the Lease Payments to become due during the Scheduled Term of this Lease less that portion of such Lease Payments attributable to interest which will not then have accrued as provided in Section 8.1. No loss, theft, destruction, or damage to the Leased Property will impose any obligation on Bank under this Lease, and this Lease will continue in full force and effect regardless of such loss, theft, destruction, or damage. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss, theft, destruction, or damage to the Leased Property and for injuries or deaths of persons and damage to property however arising, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such damage to property be to Lessee's property or to the property of others.

ARTICLE V

COVENANTS

SECTION 5.1 Use of the Leased Property. The Lessee represents and warrants that it has an immediate and essential need for the Leased Property to carry out and give effect to the public purposes of the Lessee, which need is not temporary or expected to diminish in the foreseeable future, and that it expects to make immediate use of all of the Leased Property.

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The Lessee hereby covenants that it will install, use, operate, maintain, and service the Leased Property in accordance with all vendors' instructions and in such a manner as to preserve all warranties and guarantees with respect to the Leased Property.

The Lessor hereby assigns to the Lessee, without recourse, for the Term of this Lease, all manufacturer warranties and guaranties, express or implied, pertinent to the Leased Property, and the Lessor directs the Lessee to obtain the customary services furnished in connection with such warranties and guaranties at the Lessee's expense; provided, however, that the Lessee hereby agrees that it will reassign to the Lessor all such warranties and guaranties in the event of termination of this Lease pursuant to Sections 3.3(a) or 3.3(c).

SECTION 5.2 Interest in the Leased Property and this Lease. Upon expiration of the Term as provided in Section 3.3(b) or 3.3(d) hereof, all right, title and interest of the Bank in and to all of the Leased Property shall be transferred to and vest in the Lessee, without the necessity of any additional document of transfer.

SECTION 5.3 Maintenance, Utilities, Taxes and Assessments.

(a) Maintenance; Repair and Replacement. Throughout the Term of this Lease, as part of the consideration for the rental of the Leased Property, all repair and maintenance of the Leased Property shall be the responsibility of the Lessee, and the Lessee shall pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Leased Property excepting ordinary wear and tear, and the Lessee hereby covenants and agrees that it will comply with all vendors' and manufacturers' maintenance and warranty requirements pertaining to the Leased Property. In exchange for the Lease Payments herein provided, the Bank agrees to provide only the Leased Property, as hereinbefore more specifically set forth.

(b) Tax and Assessments; Utility Charges. The Lessee shall also pay or cause to be paid all taxes and assessments, including but not limited to utility charges, of any type or nature charged to the Lessee or levied, assessed or charged against any portion of the Leased Property or the respective interests or estates therein; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Lessee shall be obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due.

(c) Contests. The Lessee may, at its expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom; provided that prior to such nonpayment it shall furnish the Bank with the opinion of an independent counsel acceptable to the Bank to the effect that, by nonpayment of any such items, the interest of the Bank in such portion of the Leased Property will not be materially endangered and that the Leased Property will not be subject to loss or forfeiture. Otherwise, the Lessee shall promptly pay such taxes, assessments or charges or make provisions for the payment thereof in form satisfactory to the Bank.

SECTION 5.4 Modification of the Leased Property.

(a) Additions, Modifications and Improvements. The Lessee shall, at its own expense, have the right to make additions, modifications, and improvements to any portion of the Leased Property if such improvements are necessary or beneficial for the use of such portion of the Leased Property. All such additions, modifications and improvements shall thereafter comprise part of the Leased Property and be subject to the provisions of this Lease. Such additions, modifications and improvements shall not in any way damage any portion of the Leased Property or cause it to be used for purposes other

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than those authorized under the provisions of State and federal law or in any way which would impair the exclusion from gross income for federal income tax purposes of the interest components of the Lease Payments; and the Leased Property, upon completion of any additions, modifications and improvements made pursuant to this Section, shall be of a value which is not substantially less than the value of the Leased Property immediately prior to the making of such additions, modifications and improvements.

(b) No Liens. Except for Permitted Encumbrances, the Lessee will not permit (i) any liens or encumbrances to be established or remain against the Leased Property or (ii) any mechanic's or other lien to be established or remain against the Leased Property for labor or materials furnished in connection with any additions, modifications or improvements made by the Lessee pursuant to this Section; provided that if any such mechanic's lien is established and the Lessee shall first notify or cause to be notified the Bank of the Lessee's intention to do so, the Lessee may in good faith contest any lien filed or established against the Leased Property, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom and shall provide the Bank with full security against any loss or forfeiture which might arise from the nonpayment of any such item, in form satisfactory to the Bank. The Bank will cooperate fully in any such contest.

SECTION 5.5 Permits. The Lessee will provide all permits and licenses necessary for the ownership, possession, operation, and use of the Leased Property, and will comply with all laws, rules, regulations, and ordinances applicable to such ownership, possession, operation, and use. If compliance with any law, rule, regulation, ordinance, permit, or license requires changes or additions to be made to the Leased Property, such changes or additions will be made by the Lessee at its own expense.

SECTION 5.6 Bank's Right to Perform for Lessee. If the Lessee fails to make any payment or to satisfy any representation, covenant, warranty, or obligation contained herein or imposed hereby, the Bank may (but need not) make such payment or satisfy such representation, covenant, warranty, or obligation, and the amount of such payment and the expense of any such action incurred by the Bank, as the case may be, will be deemed to be additional rent payable by the Lessee on the Bank's demand.

SECTION 5.7 Bank's Disclaimer of Warranties. The Bank has played no part in the selection of the Leased Property, the Lessee having selected the Leased Property independently from the Bank. The Bank, at the Lessee's request, has acquired or arranged for the acquisition of the Leased Property and shall lease the same to the Lessee as herein provided, the Bank's only role being the facilitation of the financing of the Leased Property for the Lessee. THE BANK MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE LESSEE OF THE LEASED PROPERTY, OR ANY PORTION THEREOF. THE LESSEE ACKNOWLEDGES THAT THE BANK IS NOT A MANUFACTURER OR VENDOR OF ALL OR ANY PORTION OF THE LEASED PROPERTY, AND THAT THE LESSEE IS LEASING THE LEASED PROPERTY AS IS. In no event shall the Bank be liable for incidental, direct, indirect, special or consequential damages, in connection with or arising out of this Lease, for the existence, furnishing, functioning or Lessee's use and possession of the Leased Property.

SECTION 5.8 Indemnification. To the extent permitted by applicable law, the Lessee hereby agrees to indemnify and hold harmless the Bank, its directors, officers, shareholders, employees, agents, and successors from and against any loss, claim, damage, expense, and liability resulting from or attributable to the acquisition, construction, or use of the Leased Property. Notwithstanding the foregoing, the Bank shall not be indemnified for any liability resulting from the gross negligence or willful misconduct of the Bank.

Attachment: 01.13.26 - American Fork City Equipment Lease 1.8.2026 (2) (Lease/Purchase Agreement - Enforcer Pumper Fire Engine)

SECTION 5.9 Inclusion for Consideration as Budget Item. During the Term of this Lease, the Lessee covenants and agrees that it shall give due consideration, in accordance with applicable law, as an item for expenditure during its annual budget considerations, of an amount necessary to pay Lease Payments for the Leased Property during the next succeeding Renewal Term. Nothing herein shall be construed to direct or require that Lessee take or direct that any legislative act be done, or that the Governing Body of Lessee improperly or unlawfully delegate any of its legislative authority.

SECTION 5.10 Annual Financial Information. During the Term of this Lease, the Lessee covenants and agrees to provide the Bank as soon as practicable when they are available: (i) a copy of the Lessee's final annual budget for each fiscal year; (ii) a copy of the Lessee's most recent financial statements; and (iii) any other financial reports the Bank may request from time to time.

ARTICLE VI

ASSIGNMENT AND SUBLEASING

SECTION 6.1 Assignment by the Bank. The parties hereto agree that all rights of Bank hereunder may be assigned, transferred or otherwise disposed of, either in whole or in part, including without limitation transfer to a trustee pursuant to a trust arrangement under which the trustee issues certificates of participation evidencing undivided interests in this Lease and/or the rights to receive Lease Payments hereunder, provided that notice of any such assignment, transfer or other disposition is given to Lessee.

SECTION 6.2 Assignment and Subleasing by the Lessee. The Lessee may not assign this Lease or sublease all or any portion of the Leased Property unless both of the following shall have occurred: (i) the Bank shall have consented to such assignment or sublease; and (ii) the Bank shall have received assurance acceptable to the Bank that such assignment or sublease: (A) is authorized under applicable state law, (B) will not adversely affect the validity of this Lease, and (C) will not adversely affect the exclusion from gross income for federal income tax purposes of the interest components of the Lease Payments.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

SECTION 7.1 Events of Default Defined. The following shall be "events of default" under this Lease and the terms "events of default" and "default" shall mean, whenever they are used in this Lease, any one or more of the following events:

(a) Payment Default. Failure by the Lessee to pay any Lease Payment required to be paid hereunder by the corresponding Lease Payment Date.

(b) Covenant Default. Failure by the Lessee to observe and perform any warranty, covenant, condition or agreement on its part to be observed or performed herein or otherwise with respect hereto other than as referred to in clause (a) of this Section, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the Lessee by the Bank; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Bank shall not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Lessee within the applicable period and diligently pursued until the default is corrected.

(c) Bankruptcy or Insolvency. The filing by the Lessee of a case in bankruptcy, or the subjection of any right or interest of the Lessee under this Lease to any execution, garnishment or attachment, or adjudication of the Lessee as a bankrupt, or assignment by the Lessee for the benefit

Attachment: 01.13.26 - American Fork City Equipment Lease 1.8.2026 (2) (Lease/Purchase Agreement - Enforcer Pumper Fire Engine)

of creditors, or the entry by the Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Lessee in any proceedings instituted under the provisions of the federal bankruptcy code, as amended, or under any similar act which may hereafter be enacted.

The foregoing provisions of this Section 7.1 are subject to the provisions of Section 3.2 hereof with respect to nonappropriation.

SECTION 7.2 Remedies on Default. Whenever any event of default referred to in Section 7.1 hereof shall have happened and be continuing, the Bank shall have the right, at its sole option without any further demand or notice to take one or any combination of the following remedial steps:

(a) take possession of the Leased Property by virtue of the Bank's ownership interest as lessor of the Leased Property;

(b) hold the Lessee liable for the difference between (i) the rents and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term, as appropriate, and (ii) the rent paid by a lessee of the Leased Property pursuant to such lease; and

(c) take whatever action at law or in equity may appear necessary or desirable to enforce its right hereunder.

SECTION 7.3 No Remedy Exclusive. No remedy conferred herein upon or reserved to the Bank is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Bank to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article or by law.

SECTION 7.4 Agreement to Pay Attorneys' Fees and Expenses. In the event either party to this Lease should default under any of the provisions hereof and the nondefaulting party should employ attorneys or incur other expenses for the collection of moneys or the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party contained herein, the defaulting party agrees that it will pay on demand to the nondefaulting party the reasonable fees of such attorneys and such other expenses so incurred by the nondefaulting party.

SECTION 7.5 Waiver of Certain Damages. With respect to all of the remedies provided for in this Article VII, the Lessee hereby waives any damages occasioned by the Bank's repossession of the Leased Property upon an event of default.

ARTICLE VIII

PREPAYMENT OF LEASE PAYMENTS IN PART

SECTION 8.1 Extraordinary Prepayment From Net Proceeds. To the extent, if any, required pursuant to Section 4.1 the Lessee shall be obligated to purchase the Leased Property by prepaying the Lease Payments in whole or in part on any date, from and to the extent of any Net Proceeds or other moneys pursuant to Article IV hereof. The Lessee and the Bank hereby agree that in the case of such prepayment of the Lease Payments in part, such Net Proceeds or other moneys shall be credited toward the Lessee's obligations

Attachment: 01.13.26 - American Fork City Equipment Lease 1.8.2026 (2) (Lease/Purchase Agreement - Enforcer Pumper Fire Engine)

hereunder pro rata among Lease Payments so that following prepayment, the remaining annual Lease Payments will be proportional to the initial annual Lease Payments.

SECTION 8.2 Option to Purchase Leased Property. Subject to the terms and conditions of this Section, the Bank hereby grants an option to the Lessee to purchase all or a portion of the Leased Property by paying on any date a price equal to the portion of the outstanding principal component of the Lease Payments that is allocable to such portion of the Leased Property that is being so purchased, without premium, plus the accrued interest component of such portion of the Lease Payments to such payment date. To exercise this option, the Lessee must deliver to the Bank written notice specifying the date on which the Leased Property is to be purchased (the "Closing Date"), which notice must be delivered to the Bank at least thirty (30) days prior to the Closing Date specified therein. The Lessee may purchase the Leased Property pursuant to the option granted in this Section only if the Lessee has made all Lease Payments when due (or has remedied any defaults in the payment of Lease Payments, in accordance with the provisions of this Lease) and all other warranties, representations, covenants, and obligations of the Lessee under this Lease have been satisfied (or all breaches thereof have been waived by the Bank in writing).

Upon the expiration of the Scheduled Term of this Lease and provided that all conditions of the immediately preceding paragraph have been satisfied (except those pertaining to notice), the Lessee shall be deemed to have purchased the Leased Property (without the need for payment of additional moneys) and shall be vested with all rights and title to the Leased Property.

ARTICLE IX

MISCELLANEOUS

SECTION 9.1 Notices. Unless otherwise specifically provided herein, all notices shall be in writing addressed to the respective party as set forth below (or to such other address as the party to whom such notice is intended shall have previously designated by written notice to the serving party), and may be personally served, telecopied, or sent by overnight courier service or United States mail:

If to Bank:	If to the Lessee:
ZMFU II, INC. One South Main Street, 17th Floor Salt Lake City, Utah 84133 Attention: Olivia Martinez	American Fork City 51 E. Main Street American Fork, UT 84003 Attention: Anna Montoya

Such notices shall be deemed to have been given: (a) if delivered in person, when delivered; (b) if delivered by telecopy, on the date of transmission if transmitted by 4:00 p.m. (Salt Lake City time) on a Business Day or, if not, on the next succeeding Business Day; (c) if delivered by overnight courier, two Business Days after delivery to such courier properly addressed; or (d) if by United States mail, four Business Days after depositing in the United States mail, postage prepaid and properly addressed.

SECTION 9.2 System of Registration. The Lessee shall be the Registrar for this Lease and the rights to payments hereunder. The Bank shall be the initial Registered Owner of rights to receive payments hereunder. If the Bank transfers its rights to receive payments hereunder, the Registrar shall note on this Lease the name and address of the transferee.

SECTION 9.3 Instruments of Further Assurance. To the extent, if any, that the Bank's interest in the Leased Property as Lessor under this Lease is deemed to be a security interest in the Leased Property, then the Lessee shall be deemed to have granted, and in such event the Lessee does hereby grant, a security interest in the Leased Property to the Bank, which security interest includes proceeds, and this Lease shall

Attachment: 01.13.26 - American Fork City Equipment Lease 1.8.2026 (2) (Lease/Purchase Agreement - Enforcer Pumper Fire Engine)

constitute a security agreement under applicable law. Concurrently with the execution of this Lease, the Lessee has executed, delivered, and filed and/or recorded all financing statements, UCC forms, mortgages, deeds of trust, notices, filings, and/or other instruments, in form required for filing and/or recording thereof, as are required under applicable law to fully perfect such security interest of the Bank in the Leased Property (collectively, "Security Documents"). Attached hereto as Exhibit E are copies of all such Security Documents. The Lessee will do, execute, acknowledge, deliver and record, or cause to be done, executed, acknowledged, delivered and recorded, such additional acts, notices, filings and instruments as the Bank may require in its sole discretion to evidence, reflect and perfect the title, ownership, leasehold interest, security interest and/or other interest of the Bank in and to any part or all of the Leased Property, promptly upon the request of the Bank.

SECTION 9.4 Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Bank and the Lessee and their respective successors and assigns.

SECTION 9.5 Amendments. This Lease may be amended or modified only upon the written agreement of both the Bank and the Lessee.

SECTION 9.6 Section Headings. Section headings are for reference only and shall not be used to interpret this Lease.

SECTION 9.7 Severability. In the event any provision of this Lease shall be held invalid or unenforceable by a court of competent jurisdiction, to the extent permitted by law, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 9.8 Entire Agreement. This Lease and the attached Exhibits constitute the entire agreement between the Bank and the Lessee and supersedes any prior agreement between the Bank and the Lessee with respect to the Leased Property, except as is set forth in an Addendum, if any, which is made a part of this Lease and which is signed by both the Bank and the Lessee.

SECTION 9.9 Execution in Counterparts. This Lease may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 9.10 Arbitration. To the extent permitted by law, any dispute, controversy or claim arising out of or based upon the terms of this Lease or the transactions contemplated hereby shall be settled exclusively and finally by binding arbitration. Upon written demand for arbitration by any party hereto, the parties to the dispute shall confer and attempt in good faith to agree upon one arbitrator. If the parties have not agreed upon an arbitrator within thirty (30) days after receipt of such written demand, each party to the dispute shall appoint one arbitrator and those two arbitrators shall agree upon a third arbitrator. Any arbitrator or arbitrators appointed as provided in this section shall be selected from panels maintained by, and the binding arbitration shall be conducted in accordance with the commercial arbitration rules of, the American Arbitration Association (or any successor organization), and such arbitration shall be binding upon the parties. The arbitrator or arbitrators shall have no power to add or detract from the agreements of the parties and may not make any ruling or award that does not conform to the terms and conditions of this Lease. The arbitrator or arbitrators shall have no authority to award punitive damages or any other damages not measured by the prevailing party's actual damages. Judgment upon an arbitration award may be entered in any court having jurisdiction. The prevailing party in the arbitration proceedings shall be awarded reasonable attorney fees and expert witness costs and expenses.

SECTION 9.11 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

[SIGNATURE PAGES TO FOLLOW]

Attachment: 01.13.26 - American Fork City Equipment Lease 1.8.2026 (2) (Lease/Purchase Agreement - Enforcer Pumper Fire Engine)

IN WITNESS WHEREOF, the Bank has caused this Lease to be executed in its name by its duly authorized officer, and the Lessee has caused this Lease to be executed in its name by its duly authorized officer, as of the date first above written.

ZMFU II, INC., as Lessor

By:_____
Authorized Officer

AMERICAN FORK CITY, as Lessee

By:_____

_____
Title

Attachment: 01.13.26 - American Fork City Equipment Lease 1.8.2026 (2) (Lease/Purchase Agreement - Enforcer Pumper Fire Engine)

EXHIBIT A

FIXED RATE

LEASE PAYMENT DEBT SERVICE SCHEDULE*

1. Interest. Interest components payable on the principal amount outstanding have been computed at the rate of four and forty-seven hundredths' percent (4.47%) per annum calculated based on twelve 30-day months during a 360-day year.

2. Payment Dates and Amounts.

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
01/29/2026	-	-	-	-	-
01/29/2027	141,933.86	4.470%	50,830.69	192,764.55	192,764.55
01/29/2028	148,278.30	4.470%	44,486.25	192,764.55	192,764.55
01/29/2029	154,906.35	4.470%	37,858.21	192,764.56	192,764.56
01/29/2030	161,830.66	4.470%	30,933.90	192,764.56	192,764.56
01/29/2031	169,064.49	4.470%	23,700.07	192,764.56	192,764.56
01/29/2032	176,621.67	4.470%	16,142.88	192,764.55	192,764.55
01/29/2033	184,516.66	4.470%	8,247.89	192,764.55	192,764.55
Total	$1,137,151.99	-	$212,199.89	$1,349,351.88	-

Attachment: 01.13.26 - American Fork City Equipment Lease 1.8.2026 (2) (Lease/Purchase Agreement - Enforcer Pumper Fire Engine)

EXHIBIT B

DESCRIPTION OF THE LEASED PROPERTY

Pierce Enforcer Pumper Fire Trust and associated equipment.

(see copies of invoices attached for associated equipment)

Attachment: 01.13.26 - American Fork City Equipment Lease 1.8.2026 (2) (Lease/Purchase Agreement - Enforcer Pumper Fire Engine)

EXHIBIT C

RESOLUTION OF GOVERNING BODY

A resolution approving the form of the Lease/Purchase Agreement with ZMFU II, INC., Salt Lake City, Utah and authorizing the execution and delivery thereof.

Whereas, The City Council (the "Governing Body") of American Fork City (the "Lessee") has determined that the leasing of the property described in the Non-BQ Lease/Purchase Agreement (the "Non-BQ Lease/Purchase Agreement") presented at this meeting is for a valid public purpose and is essential to the operations of the Lessee; and

Whereas, the Governing Body has reviewed the form of the Non-BQ Lease/Purchase Agreement and has found the terms and conditions thereof acceptable to the Lessee; and

Whereas, either there are no legal bidding requirements under applicable law to arrange for the leasing of such property under the Non-BQ Lease/Purchase Agreement, or the Governing Body has taken the steps necessary to comply with the same with respect to the Non-BQ Lease/Purchase Agreement.

Be it resolved by the Governing Body of American Fork City as follows:

SECTION 1. The terms of said Non-BQ Lease/Purchase Agreement are in the best interests of the Lessee for the leasing of the property described therein.

SECTION 2. The appropriate officers and officials of the Lessee are hereby authorized and directed to execute and deliver the Non-BQ Lease/Purchase Agreement in substantially the form presented to this meeting and any related documents and certificates necessary to the consummation of the transactions contemplated by the Non-BQ Lease/Purchase Agreement for and on behalf of the Lessee. The officers and officials of the Lessee may make such changes to the Non-BQ Lease/Purchase Agreement and related documents and certificates as such officers and officials deem necessary or desirable, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 3. The officers and officials of the Governing Body and the Lessee are hereby authorized and directed to fulfill all obligations under the terms of the Non-BQ Lease/Purchase Agreement.

Attachment: 01.13.26 - American Fork City Equipment Lease 1.8.2026 (2) (Lease/Purchase Agreement - Enforcer Pumper Fire Engine)

Adopted and approved this _____ day of January, 2026.

By _____

Print Name_____

Title _____

Attest:

By _____

Print Name _____

Title_____

Attachment: 01.13.26 - American Fork City Equipment Lease 1.8.2026 (2) (Lease/Purchase Agreement - Enforcer Pumper Fire Engine)

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

I, _____ hereby certify that I am the duly qualified and acting _____ of American Fork City (the "Lessee").
(Title)

I further certify that the above and foregoing instrument constitutes a true and correct copy of the minutes of a regular meeting of the governing body including a Resolution adopted at said meeting held on January 13, 2026, as said minutes and Resolution are officially of record in my possession, and that a copy of said Resolution was deposited in my office on _____, 2026.

In witness whereof, I have hereunto set my hand on behalf of the Lessee this _____ day of _____, 2026.

By _____

Print Name_____

Title _____

Attachment: 01.13.26 - American Fork City Equipment Lease 1.8.2026 (2) (Lease/Purchase Agreement - Enforcer Pumper Fire Engine)

EXHIBIT D
Opinion of Lessee's Counsel

To: ZMFU II, INC.
One South Main Street, 17th Floor
Salt Lake City, Utah 84133

As counsel for American Fork City ("Lessee"), I have examined duly executed originals of the Non-BQ Lease/Purchase Agreement (the "Lease") dated this 29th day of January, 2026, between the Lessee and ZMFU II, INC., Salt Lake City, Utah ("Bank"), and the proceedings taken by Lessee to authorize and execute the Lease (the "Proceedings"). Based upon such examination as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is a body corporate and politic, legally existing under the laws of the State of Utah (the "State").

2. The Lease and the Proceedings have been duly adopted, authorized, executed, and delivered by Lessee, and do not require the seal of Lessee to be effective, valid, legal, or binding.

3. The governing body of Lessee has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which the Proceedings were adopted and the Lessee's execution of the Lease was authorized.

4. The Lease is a legal, valid, and binding obligation of Lessee, enforceable against Lessee in accordance with its terms except as limited by the state and federal laws affecting remedies and by bankruptcy, reorganization, or other laws of general application affecting the enforcement of creditor's rights generally.

5. Either there are no usury laws of the State applicable to the Lease, or the Lease is in accordance with and does not violate all such usury laws as may be applicable.

6. Either there are no procurement or public bidding laws of the State applicable to the acquisition and leasing of the Leased Property (as defined in the Lease) from the Bank under the Lease, or the acquisition and leasing of the Leased Property from the Bank under the Lease comply with all such procurement and public bidding laws as may be applicable.

7. There are no legal or governmental proceedings or litigation pending or, to the best of my knowledge, threatened or contemplated (or any basis therefor) wherein an unfavorable decision, ruling or finding might adversely affect the transactions contemplated in or the validity of the Lease.

8. The adoption, execution and/or delivery of the Lease and the Proceedings, and the compliance by the Lessee with their provisions, will not conflict with or constitute a breach of or default under any court decree or order or any agreement, indenture, lease or other instrument or any existing law or administrative regulation, decree or order to which the Lessee is subject or by which the Lessee is or may be bound.

9. Although we are not opining as to the ownership of the Leased Property or the priority of liens thereon, it is also our opinion that the Security Documents attached as Exhibit E to the Lease are sufficient in substance, form, and description, and indicated place, address, and method of filing and/or recording, to completely and fully perfect the security interest in every portion of the Leased Property granted under the Lease, and no other filings and/or recordings are necessary to fully perfect said security interest in the Leased Property.

_____
Attorney for Lessee

Attachment: 01.13.26 - American Fork City Equipment Lease 1.8.2026 (2) (Lease/Purchase Agreement - Enforcer Pumper Fire Engine)

EXHIBIT E

SECURITY DOCUMENTS

[Attach Certificate of Title and UCC-1 Financing Statement showing ZMFU II, INC. as the lien holder]

Attachment: 01.13.26 - American Fork City Equipment Lease 1.8.2026 (2) (Lease/Purchase Agreement - Enforcer Pumper Fire Engine)

EXHIBIT F

DELIVERY AND ACCEPTANCE CERTIFICATE

To: ZMFU II, INC.
One South Main Street, 17th Floor
Salt Lake City, Utah 84133

Reference is made to the Non-BQ Lease/Purchase Agreement between the undersigned ("Lessee"), and ZMFU II, INC. (the "Bank"), dated January 29, 2026 , (the "Lease") and to that part of the Leased Property described therein which comprises personal property (collectively, the "Equipment"). In connection therewith we are pleased to confirm to you the following:

1. All of the Equipment has been delivered to and received by the undersigned; all installation or other work necessary prior to the use thereof has been completed; said Equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and that said Equipment has been accepted by the undersigned and complies with all terms of the Lease. Consequently, you are hereby authorized to pay for the Equipment in accordance with the terms of any purchase orders for the same.

2. In the future, in the event the Equipment fails to perform as expected or represented we will continue to honor the Lease in all respects and continue to make our rental and other payments thereunder in the normal course of business and we will look solely to the vendor, distributor or manufacturer for recourse.

3. We acknowledge that the Bank is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.

4. The vehicle identification number for each item of Equipment which is set forth on Exhibit "B" to the Lease is correct.

This certificate shall not be considered to alter, construe, or amend the terms of the Lease.

Lessee:

AMERICAN FORK CITY

By: _____
(Authorized Signature)

Date: _____

Attachment: 01.13.26 - American Fork City Equipment Lease 1.8.2026 (2) (Lease/Purchase Agreement - Enforcer Pumper Fire Engine)

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
JANUARY 13, 2026

Department Public Works **Director Approval** *Sam Kelly*

AGENDA ITEM Review and action on the award and approval of the agreement for the Boley Well Rehabilitation design proposal to Horrocks Engineering.

SUMMARY RECOMMENDATION
Staff recommends the City Council award of the Boley Well Rehabilitation Design Agreement to Horrocks (ENG2025-00178).

BACKGROUND
The Engineering Division followed standard procurement policy for small projects by issuing an invitation for proposals directly to three engineering firms. Three firms provided responsive proposals on the project. Horrocks provided the lowest bid cost and the closest scope to the scope provided. They submitted a proposal of $53,286.00. The proposals resulted in the following placement: 1) Horrocks, 2) Bowen Collins & Associates, and 3) Hansen Allen & Luce.

The Project includes the following: Design and construction management of the rehabilitation of the Boley Well site along Alpine Highway, north of the Murdock Canal in Highland. The project includes the design to replace all interior facilities in the well house with the exception of the well and pump, plus site work for enhanced access and operations. There may be intermittent road closures at certain times during construction.

The proposal has a schedule showing the start of well design beginning in February, 2026 and construction beginning after October 15, 2026.

BUDGET IMPACT
This project is funded by Water Enterprise funds. Future construction is estimated at $800,000. This design contract is for $53,286.00.

SUGGESTED MOTION
Mr. Mayor, I move that the City award the Boley Well Rehabilitation Design in the amount of $53,286.00 to the responsible low proposer, Horrocks and approve the design agreement substantially as presented in addition to a project engineering contingency of $10,000 to be held by the City.

SUPPORTING DOCUMENTS

Horrocks_Boley Well Rehab Scope and Fee 2025 11 14_SensitiveData (PDF)
Notice of Award_Boley Well Rehab (PDF)
Notice to Proceed_Boley Well Rehab (PDF)
Proposal Cost summary (PDF)
Recommendation letter_Boley Well Rehab (PDF)
Agreement for Engineering Services_Boley Well Redevelopment_unsigned (PDF)

Horrocks.

November 14,2025

Mr. Sam Kelly
American Fork City
275 East 200 North
American Fork, UT 84003

SUBJECT: Boley Well Rehabilitation

Sam,

We appreciate the opportunity to provide a scope and fee for the Boley Well Rehabilitation. Attached please find our scope of services and fee. We've included tasks for Design/Bidding and Assisting the City with Construction. We're happy to exclude or include any of these tasks according to the desires of the city.

Horrocks will perform the work detailed in the scope of this task order on a Time and Materials Not to Exceed basis according to the attached fee schedule. Horrocks will begin this work upon written notice to proceed in the form of a signed Work Task Order from American Fork City.

Sincerely,

Brett Wood

Digitally signed by Brett Wood
DN: E=brettw@horrocks.com,
CN=Brett Wood, OU=PG, OU=Users,
OU=Accounts, DC=horrocks, DC=local
Date: 2025.11.14 09:40:41-07'00'

Brett Wood, P.E.
Project Manager, Horrocks
P: 801-763-5179 | E: brettw@horrocks.com

Horrocks.

Attachment: Horrocks_Boley Well Rehab Scope and Fee 2025 11 14_SensitiveData (Boley Well Rehabilitation Design Proposal Award to

SCOPE OF SERVICES

TASK ORDER 1.0 – Well Rehabilitation Design

Horrocks will perform design services and bidding assistance services for the Boley Well Rehabilitation Project according to this scope and including tasks listed on the fee schedule.

Deliverables:

1. 30%, 60%, and 90% design submittals for review
2. Construction Drawings (pdf and CAD)
3. Construction Specifications and Contract Documents
4. Cost Estimate
5. Permitting Documentation and Agency Approvals
6. Meet DDW Checklist requirements for an Existing Public Drinking Water Well per Rule R309-515-6
7. Design Meeting Notes
8. RFI Response or bidder question response during bidding
9. Pre-bid conference agenda, attendance, and minutes
10. Review of bid documents and provide a recommendation of award

Assumptions:

1. Plans for this project will closely follow the plans for the country club rehabilitation project
   a. The same heating layout will be used as country club well including new gas service
2. Everything within the building will be replaced except pump and louver/fan
   a. Replace motor with high efficiency motor
   b. Replace discharge head, but do not replace pump components (shaft, column, bowls)
   c. Replace all wiring
   d. New soft start
   e. New level sensor
3. Replace shingle roofing system, hatch, siding, soffit, facia, fencing
4. Install new rain gutters, vents, skylight, interior ceiling
5. Backup power will not be needed at this facility
6. Electrical design will provide for connecting this facility to SCADA, but SCADA integration will be performed by SCADA contractor
7. Electrical design will provide for security cameras and sensors, but integration into security system will be performed by security contractor
8. Cleaning and painting of interior walls and floors
9. No chlorination or other treatment will be necessary at this facility
10. Core existing wall for relocation of well flush line and design for new line location
11. Exterior improvements as shown on attached concept sketch
    a. Red Dots are bollards or K Rail
    b. Plate or another structural element needed over West grate to be able to back a

Attachment: Horrocks_Boley Well Rehab Scope and Fee 2025 11 14_SensitiveData (Boley Well Rehabilitation Design Proposal Award to

dump truck over it
   c. Insertion valve next to street
   d. Raise walls on underground structure so sandbags are not needed
   e. Remove unneeded above grade items on underground structure
12. Property survey and acquisition will not be needed
13. ADA design will not be needed
14. SUE will not be needed
15. 3rd party utility relocation will not be needed
16. Direct purchasing of equipment prior to enlisting a contractor will not be needed
17. Widening the man door opening is not included in this scope
18. Structural design beyond items listed in the scope will not be needed
19. Construction surveying is not including the design task

Schedule:

1. Due to upcoming holidays and assuming 1 week for each milestone review by the city, we expect to be able to complete the bid package for this project within 3 months from notice to proceed.

TASK ORDER 2.0 – Well Rehabilitation Construction Assistance

Horrocks will assist the city with construction of the Boley Well Rehabilitation Project according to this scope.

Deliverables:

1. Submittal review of all electrical submittals
2. Submittal review of 4 non-electrical submittals
3. Change order review of 1 change order

Assumptions:

1. The city will be responsible for construction management for this project. The only responsibilities Horrocks will have are those listed under the deliverables.

SUMMARY

The cost to complete all the work as described will be billed according to the fee schedule for time and materials, but shall not exceed **$53,286.00**.

We know there is an interest in a power analysis to address fuses that are being blown. We have not included the analysis in this scope at this time. We are happy to provide a fee for this, but we would like to have a discussion to determine the scope of the analysis prior to providing a fee.

We're happy to discuss and revise the scope and fee for any of the assumptions listed prior to receiving the notice to proceed.

Attachment: Horrocks_Boley Well Rehab Scope and Fee 2025 11 14_SensitiveData (Boley Well Rehabilitation Design Proposal Award to

Any services beyond the defined scope of work—including, but not limited to, additional plan revisions due to agency comments, redesign resulting from client-directed changes, unforeseen site or utility conditions, added permitting support, construction support beyond the base scope, or coordination with third-party stakeholders—shall be considered Time & Materials (T&M) services. These services will not be initiated without prior written authorization from the client. A formal written request or change directive must be issued and approved before any such work proceeds.

We look forward to performing this work and can begin immediately at your request. If you have any questions, please feel free to contact Horrocks.

Attachment: Horrocks_Boley Well Rehab Scope and Fee 2025 11 14_SensitiveData (Boley Well Rehabilitation Design Proposal Award to

Horrocks.

			Sr. Engineer III, P.E.	Engineer III, P.E.	Engineering Intern II	Engineer, P.E.	Sr. Design Technician	Sr. Licensed Surveyor	Sr. Surveyor/ROW Technician	Surveyor/ROW Technician II	Sr. Design Technician II	Engineer III, P.E.	Engineering Intern II	Electrical Sub Consultant	Sample Testing
			Mark Chandler	*Brett Wood*	*Ian Horrocks*	*Jordan DeMann*	*Lisa Jimenez*	*Trevor Jensen*	*Tyler Puter*	*Logan Atkinson*	*Heather Kinsey*	*Kirk Winegar*	*Virginia Lindquist*		
1 Project Management and Coordination															
01	Project Management and Coordination	5	$ 1,055.00												
02	Meetings	10	$ 2,110.00												
03	Topographic Survey	30	$ 5,477.00												
04	Demolition Plan	14	$ 2,436.00												
05	Building Plan - Layout and Design	28	$ 4,872.00												
06	Project Details - Pump, Piping, Mechanical, Structural, Exteric	42	$ 7,308.00												
07	Design QA/QC	28	$ 5,342.00												
08	Specifications and Contract Documents	14	$ 2,100.00												
09	Division of Drinking Water Approvals	18	$ 2,822.00												
10	Bidding Assistance	14	$ 2,222.00												
11	Structural	0	$ -												
12	Electrical	10	$ 1,622.00												
	SubTotal	213	$ 45,366.00	$ -	$ 7,807.00	$ 15,000.00	$ -	$ 9,504.00	$ 584.00	$ 1,611.00	$ 1,116.00	$ 1,744.00	$ -	$ -	$ 8,000.00	$ -
2 Construction Assistance															
01	Submittal Review	16	$ 3,376.00												
02	Partial Payments/Change Orders	4	$ 844.00												
	SubTotal	20	$ 7,720.00	$ -	$ 4,220.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,500.00	$ -
Total Hours/Units															
Total Cost				$0.00	$12,027.00	$15,000.00	$0.00	$9,504.00	$584.00	$1,611.00	$1,116.00	$1,744.00	$0.00	$0.00	$ 11,500.00	$ -
Direct Labor Costs				$53,086.00												
		Expense (Mileage All Tasks)		$200.00												
Grand Total				**$53,286.00**												

Attachment: Horrocks_Boley Well Rehab Scope and Fee 2025 11 14_SensitiveData (Boley Well Rehabilitation Design Proposal Award to

Attachment: Horrocks_Boley Well Rehab Scope and Fee 2025 11 14_SensitiveData (Boley Well Rehabilitation Design Proposal Award to

Google Earth

30 ft

American Fork City – Public Works Dept.
275 E 200 N American Fork, UT 84003
Ph: 801-763-3060 Fax: 801-763-3005

NOTICE OF AWARD

Date: January 13, 2026

Project Name: Boley Well Rehabilitation (Design)

Owner: American Fork City

Bidder: Horrocks
2162 West Grove Parkway, Suite 100
Pleasant Grove, UT 84062

Project Number: ENG2025-00178

You are hereby notified that your design bid has been accepted for items totaling **$53,286.00**, which includes two phases as follows:

- **Phase I (Design):** $45,366.00
- **Phase II (Construction Support):** $7,720.00

The total amount is **not to exceed $53,286.00**.

You are required to execute the Agreement within **ten (10) days** of the approval of the Agreement by City Council. If you fail to execute said Agreement within this timeframe, the OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your bid as abandoned and will exercise such other rights as may be granted by law.

Please return an acknowledged copy of this **Notice of Award** to the OWNER by **January 23, 2026**.

City of American Fork

By: _____ David Bunker, City Administrator

Receipt of the NOTICE OF AWARD is hereby acknowledged by:

this the_____day of _____ , 2026.

By _____

Title _____

Attachment: Notice of Award_Boley Well Rehab (Boley Well Rehabilitation Design Proposal Award to Horrocks Engineering)

American Fork City – Public Works Dept.
275 E 200 N American Fork, UT 84003
Ph: 801-763-3060 Fax: 801-763-3005

NOTICE TO PROCEED

Date: January 13, 2026

Project Name: Boley Well Rehabilitation (Design)

Owner: American Fork City

Bidder: Horrocks
2162 West Grove Parkway, Suite 100
Pleasant Grove, UT 84062

Project Number: ENG2025-00178

You are hereby notified to commence work in accordance with Agreement dated on _____, and you are to have bid proposal and the signed contract for this project. All Work shall begin within ten days (10 days) of the executed Agreement and must be substantially complete design by **June 30, 2026** unless the date is modified per the procedure outlined in the agreement. All design work included completed bid documents, City approved plan set and outlined in the agreement.

CITY OF AMERICAN FORK

By: _____ Ben Hunter, City Engineer

Attachment: Notice to Proceed_Boley Well Rehab (Boley Well Rehabilitation Design Proposal Award to Horrocks Engineering)

Boley Well Rehabilitation Project

ENG2025-00178
Cost Summary
Proposal Review: 12/8/2025

Contractor Name	Design Cost	Design Hours	Const. Mgnt Cost	Const. Hours	Total	Total Hours
Horrocks	$ 45,366.00	213	$ 7,920.00	20	**$ 53,286.00**	**233**
Bowen Collins	$ 58,662.00	345	$ 81,758.00	510	**$ 140,420.00**	**855**
Hansen Allen Luce	$ 101,986.71	481	$ 52,183.37	256	**$ 154,170.08**	**737**

**Included in cost, but not hours, are the subconsultant contracts. HAL has $25,131 in electrical subconsultant costs. Horrocks has $11,500 in electrical subconsultant costs*

Attachment: Proposal Cost summary (Boley Well Rehabilitation Design Proposal Award to Horrocks

American Fork City – Public Works Dept.
275 E 200 N American Fork, UT 84003
Ph: 801-763-3060 Fax: 801-763-3005

RECOMMENDATION LETTER

Date: January 13, 2026

Project Name: Boley Well Rehabilitation (Design)

Owner: American Fork City

Bidder: Horrocks
2162 West Grove Parkway, Suite 100
Pleasant Grove, UT 84062

Following a thorough review process, we evaluated three bids for the **Boley Well Rehabilitation (Design)**. Based on the recommendation of the review committee, we recommend awarding the contract to **Horrocks.**

Reviewing all proposals, Horrocks submitted a proposal closest to the requested scope and a design fee proposal of **$53,286.00**. Their submission included the required design scope and all other requested materials.

Based on our evaluation, **Horrocks** is qualified and capable of successfully completing the work.

American Fork City
OWNER

By: _____
Authorized Signature

City Engineer
Title

Attachment: Recommendation letter_Boley Well Rehab (Boley Well Rehabilitation Design Proposal Award to Horrocks Engineering)

Attachment: Agreement for Engineering Services_Boley Well Redevelopment_unsigned (Boley Well Rehabilitation Design Proposal Award to

AGREEMENT FOR ENGINEERING SERVICES

BOLEY WELL REHABILITATION PROJECT

This Engineering Services Agreement (hereinafter referred to as "Agreement") is entered into this ____ day of _____, 20____ by and between _____, with its principal place of business at _____ (hereinafter referred to as "Engineer"), and American Fork City, a municipal corporation with its principal place of business at 51 East Main Street, American Fork, Utah 84003 (hereinafter referred to as "City") (collectively referred to herein as the "Parties").

RECITALS

WHEREAS, Engineer is engaged in the business and profession of engineering services; and

WHEREAS, City desires to contract with Engineer for certain professional engineering services for this project scope of services and payment of services being identified and agreed to in the Boley Well Redevelopment Request for Proposals (the "Project RFP") attached hereto as Exhibit A and as more specifically outlined in this Agreement; and

WHEREAS Engineer has submitted to the City and the City has reviewed Engineer's Scope of Services response to the Project RFP a copy of which is attached hereto as Exhibit B (the "Engineer's Proposal"); and

WHEREAS, Engineer has the necessary expertise and experience to perform the said engineering services for City and Engineer and is properly qualified and licensed in the State of Utah; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. Term; Termination.

a. The term of this Agreement shall be from the Effective Date of this Agreement through Project Completion. "Project Completion" occurs when all deliverables outlined in the Engineer's Proposal are completed to the satisfaction of the City. The "Effective Date" shall be the date upon which all parties sign the Agreement.

b. Notwithstanding anything contrary contained herein, City may immediately terminate this Agreement for cause including material breach, ethical violations, or licensing issues. City may terminate this Agreement at any time, not constituting cause by giving Engineer thirty (30) days' written notice in accordance with the notice provisions set forth herein. Upon receipt of such notice, Engineer shall cease

all Services undertaken hereunder, except as may be necessary to provide for an orderly transition of such Services.

c. Engineer may terminate this Agreement at any time with thirty (30) days' written notice to City in accordance with the notice provisions set forth herein. Upon termination by Engineer, City shall not be obligated to make payment for any Services not completed, in full, by Engineer.

d. Upon termination of this Agreement, Engineer shall provide a final invoice to City, showing all costs incurred but unpaid, and the City shall pay within 30 days such costs, as shown therein unless disputed. Before City pays the final invoice, the Engineer shall deliver all files reports, and other materials concerning services provided, maintained or controlled by Engineer, subject to all applicable federal and state law.

2. Scope of Services. The scope of services pursuant to this Agreement shall be limited to professional and technical engineering services. Specific services shall be as set forth in the Proposal attached hereto as Exhibit A.

a. All Services shall be performed in accordance with City standards, ordinances and all applicable federal and state law.

b. If the terms of this Agreement conflict or are contrary to the terms outlined in the Project RFP or Engineer's Proposal, this Agreement shall control.

3. Compensation. In consideration of the services provided to City by Engineer, City shall pay Engineer for Services rendered in accordance with this Agreement in an amount not to exceed **$53,286.00** as set forth in the Fee Scheduled attached hereto as Exhibit B.

4. Invoice; Payment.

a. For Services rendered hereunder, Engineer shall invoice City monthly for Services provided in accordance with this Agreement. Engineer shall submit monthly invoices to City showing the Services completed and the amount of compensation due. Engineer shall submit invoices for Services done in a timely manner. City shall not be required to pay for Services that are invoiced more than 120 days after it was performed.

b. City shall pay Engineer through Automated Clearing House (ACH) payments. Engineer shall complete the ACH request form furnished by the City to authorize payment. Any other method of payment must be approved by the City and negotiated before payment is requested.

c. Payment of undisputed amounts shall be due and payable thirty (30) days after the City's receipt of the invoice.

d. In the event amounts are not paid in full within thirty (30) days of City's receipt of the invoice, City agrees to pay interest at the rate of one percent (1.0%) per month on any and all unpaid balance of services, costs, and expenses.

e. In the event an amount is disputed, City shall notify Engineer in writing of its dispute within thirty (30) days. The Parties shall make a good faith effort to resolve the disputed amount. If correspondence does not resolve the dispute, the Parties or their respective representatives shall meet in person on at least one occasion and attempt to resolve the matter prior to pursuing litigation.

Attachment: Agreement for Engineering Services_Boley Well Redevelopment_unsigned (Boley Well Rehabilitation Design Proposal Award to

Attachment: Agreement for Engineering Services_Boley Well Redevelopment_unsigned (Boley Well Rehabilitation Design Proposal Award to

5. Relationship of Parties.

Engineer, its agents, and employees shall be an independent contractor performing professional and technical engineering services for the City. Nothing contained in this Agreement shall be construed to create a relationship of employer and employee, master and servant, principal and agent, or partners or co-venturers between City and Engineer. As independent contractors, Engineer, its agents, and employees shall not qualify for or receive any employee benefits from the City, including but not limited to, leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to City employees.

6. Employees and Subcontractors.

Engineer shall be solely responsible for the payment of wages, salary or benefits to any and all employees or contractors retained by Engineer in the performance of the Services under this Agreement. Engineer agrees to indemnify, defend and hold harmless City from any and all claims that may arise from the Engineer's relationship to its employees and subcontractors.

7. Standard of Performance; Licenses.

Engineer agrees and represents that it has the personnel, experience, and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Engineer shall perform the Services described herein in accordance with the standard of care required for the performance of engineering services. Further, Engineer shall maintain all required licenses, including without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Engineer shall require and ensure that all of Engineer's employees and subcontractors maintain all required licenses, including without limitation, all necessary professional and business licenses.

8. Professional Liability Insurance.

Engineer shall maintain, at its sole expense, professional liability insurance (errors and omissions) with limits of not less than $2,000,000 per claim and $2,000,000 in the aggregate, covering any negligent acts, errors, or omissions arising out of or related to the performance of this Agreement. Such coverage shall be maintained for the duration of the Agreement and for a period of not less than one (1) year after final completion of the services.

9. Other Insurance.

Without limiting any indemnity or other obligations of Engineer hereunder, Engineer shall, prior to providing Engineering Services, secure and continuously thereafter (throughout the term of this Agreement) carry with insurers the following insurance coverage in policies and shall furnish proof thereof satisfactory to City promptly when requested:

Worker's Compensation Insurance and Employer's liability Statutory amount

- General Liability $1,000,000/$2,000,000
- Umbrella Liability $1,000,000
- Automobile Liability $1,000,000

Attachment: Agreement for Engineering Services_Boley Well Redevelopment_unsigned (Boley Well Rehabilitation Design Proposal Award to

The general liability, umbrella, and automobile liability policies shall include provisions or endorsements naming City as an additional insured.

10. Indemnification.
Engineer specifically and expressly agrees to indemnify and save and hold harmless the City (including, without limitation, its elected and appointed officers, employees, successors, and assigns) from and against any and all demands, liabilities, claims, damages, actions, attorney fees or other cost incurred by the City and/or proceedings in law or equity (including reasonable attorneys' fees and costs of suit), to the extent caused by or resulting from any negligence, gross negligence, intentional misconduct, or under any other actionable fault of Engineer (including, without limitation, its employees, agents, subcontractors, or consultants) in the performance or failure of performance of the Services provided, or to be provided, hereunder. Nothing herein shall, however, require Engineer to indemnify, and/or save or hold harmless City or its elected or appointed officers, employees, successors, or assigns with respect to (a) the negligence, intentional misconduct, or other actionable fault of City or its elected or appointed officers, employees, successors, or assigns, or of the agents or consultants of City other than Engineer; or (b) any demand, liability, claim, damage, action, and/or proceeding not related to the Services provided, or to be provided, by Engineer hereunder.

11. Schedule for Rendering Services.
All services and duties shall be conducted and performed by the Engineer diligently, completely and in accordance with professional standards of conduct and performance. Engineer acknowledges the importance of City's schedules and agrees to put forth its reasonable professional efforts in performing the services under this Agreement with due diligence to achieve the mutually agreed upon schedules. The project schedule shall be equitably adjusted as the Project progresses, allowing for change in scope, or for delays or other causes beyond the Engineer's reasonable control.

12 Notice.
All notices under this Agreement will be in writing and will be deemed to have been duly given if delivered personally or by a nationally recognized courier service or mailed by registered or certified national mail service, return receipt requested, postage prepaid, to the Parties at the addresses set forth below. All notices under this Agreement that are addressed as provided in this Section. If delivered personally or by nationally recognized courier service, notice will be deemed given upon delivery. If delivered by mail in the manner described above, notice will be deemed given on the date received by the recipient as reflected in the return receipt. All notices shall be directed to the Parties hereto as follows:

CITY:

American Fork City
Attn: City Administrator
51 East Main Street
American Fork, Utah 84003

Phone: (801) 763-3000

With a copy to (which shall not constitute notice):

American Fork City Public Works
Attn: Public Works Director
275 East 200 North
American Fork, Utah 84003
Phone: (801) 763-3060

ENGINEER:

_____
_____
_____
_____
_____

13. Ownership.
All Services, work product and deliverables produced under this Agreement shall remain the exclusive property and shall inure to the benefit of City as work for hire. Engineer shall not use, sell, disclose or obtain any other compensation for such work for hire. In addition, Engineer may not, with regard to all Services, work, work product, deliverables or work for hire required by this Agreement, apply for in its name or otherwise, any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of City.

14. Waiver.
Unless otherwise indicated herein, failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall not constitute a waiver of any such breach of any other covenant, agreement, term, or condition. Any party, by notice delivered in the manner provided in this Agreement, may, but shall be under no obligation to waive any of its rights and any conditions to its obligation hereunder, or any duty, obligation, or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement, but each and every covenant, agreement, term, and condition shall continue in full force with respect to any other then existing or subsequently occurring breach. To be effective a waiver must be signed by both Parties hereto.

15. Compliance with Laws and Policies.
In the performance of their obligations hereunder, the Parties shall obey and abide by all applicable laws, rules and regulations, and with all applicable ordinances, policies and

Attachment: Agreement for Engineering Services_Boley Well Redevelopment_unsigned (Boley Well Rehabilitation Design Proposal Award to

procedures. Both Parties shall abide by all applicable federal and state laws, rules, regulations, and executive orders pertaining to equal employment opportunity; pursuant thereto, shall assure that no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from employment with, participation in, be denied the benefits of or be otherwise subjected to discrimination under, any program or activity performed under this Agreement; and to promptly take appropriate steps to correct any deficiency that may be found to occur in compliance with such laws and rules.

16. Rights and Remedies.
The rights and remedies of any of the Parties hereto shall not be exclusive. In general, the respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to or shall limit or affect any rights at law or by statute or otherwise of any party aggrieved as against the other party for a breach or threatened breach of any provisions hereof, it being the intention of this Section to make clear the agreement of the Parties that the respective rights and obligations of the Parties hereunder shall be enforceable in equity as well as to law or otherwise.

17. Entire Agreement.
This Agreement and the exhibits attached hereto constitute the entire agreement between the Parties on the subject matter covered herein and this Agreement supersedes any and all prior agreements between the Parties related to the services. The Parties represent and acknowledge that they have not relied on any statements or promises of any kind other than those specifically set forth in this Agreement.

18. Amendments.
This Agreement may only be amended in writing signed by each of the Parties hereto. If, as the result of legislative action or rule-making, any of the provisions of this Agreement becomes inconsistent with Utah law, the Parties will promptly meet to negotiate in good faith such amendments as may be necessary to comply with Utah law.

19. Force Majeure.
Neither City nor Engineer shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

20. Section Headings.
The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

21. Severability.
In any provision of this Agreement shall be held or deemed to be, or shall in fact be, invalid, inoperative or unenforceable to any extent, the remainder of this Agreement shall not be impaired and shall be enforced to the fullest extent permitted by law.

Attachment: Agreement for Engineering Services_Boley Well Redevelopment_unsigned (Boley Well Rehabilitation Design Proposal Award to

22. Counterparts.
This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, but all of which together shall constitute one instrument.

23. Choice of Law.
The interpretation of this Agreement and any claim or controversy arising out of or related to this Agreement shall be governed by the laws of the State of Utah. Jurisdiction and venue for the enforcement of this Agreement shall be found exclusively in the courts of Utah County, State of Utah. Each of the Parties irrevocably submits to the exclusive jurisdiction of such courts in any proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of any proceeding shall be heard and determined only in any such court and agrees not to bring any proceeding arising out of or relating to this Agreement in any other court.

24. Confidentiality and Data Privacy.
Any confidential information provided to or developed by the Engineer in the performance of this Agreement shall be kept confidential and shall not be revealed or made available to any person by the Consultant without the prior written approval of the City. This provision shall survive any termination of this Agreement. Engineer agrees to abide by and comply with any applicable federal, state or local laws, rules, regulations of policies requiring data security and privacy.

If applicable, Engineer is required to comply with the requirements of Utah Code § 63A-19-101 et seq. Government Data Privacy Act including but not limited to Utah Code § 63A-19-401.4 requiring the Engineer to handle any personal data processed or accessed by Engineer to the same extent as the City.

Engineer also understands and agrees City is subject to the Government Records Access and Management Act, Title 63G, Chapter 2 of the Utah Code ("GRAMA"), and City cannot guarantee that any information or any document or record provided to City by Engineer will not be subject to disclosure unless it is properly classified as a "protected record" under GRAMA based upon a written claim of business confidentiality under Utah Code Ann. §§ 63G-2-305 and -309 and other provisions of GRAMA. For any record provided by Engineer to City to be classified as a "protected record", Engineer must provide a written claim of business confidentiality and a concise statement of reasons and justifications supporting the claim of business confidentiality with the record when it is first submitted by Engineer to City and, if not so provided, any claim to protected record status may be deemed to have been waived and relinquished by Engineer.

25. Assignment.
This Agreement may not be assigned by either party without the written consent of the other party. If consent to an assignment is obtained, this Agreement is binding on the successors and assigns of the Parties to this Agreement.

Attachment: Agreement for Engineering Services_Boley Well Redevelopment_unsigned (Boley Well Rehabilitation Design Proposal Award to

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

27. Authority.
The individual(s) executing this Agreement on behalf of, or as a representative for a corporation or other person, firm, partnership or government entity, represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of the corporation, person, firm, partnership or government entity and that this Agreement is binding upon the entity in accordance with its terms.

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

ENGINEER

_____
By:_____
Its:_____
Date:_____

AMERICAN FORK CITY

_____
Bradley J. Frost, Mayor

Date:_____

ATTEST:

_____
City Recorder

Attachment: Agreement for Engineering Services_Boley Well Redevelopment_unsigned (Boley Well Rehabilitation Design Proposal Award to

Horrocks.

November 14,2025

Mr. Sam Kelly
American Fork City
275 East 200 North
American Fork, UT 84003

SUBJECT: Boley Well Rehabilitation

Sam,

We appreciate the opportunity to provide a scope and fee for the Boley Well Rehabilitation. Attached please find our scope of services and fee. We've included tasks for Design/Bidding and Assisting the City with Construction. We're happy to exclude or include any of these tasks according to the desires of the city.

Horrocks will perform the work detailed in the scope of this task order on a Time and Materials Not to Exceed basis according to the attached fee schedule. Horrocks will begin this work upon written notice to proceed in the form of a signed Work Task Order from American Fork City.

Sincerely,

Brett Wood

Digitally signed by Brett Wood
DN: E=brettw@horrocks.com,
CN=Brett Wood, OU=PG, OU=Users,
OU=Accounts, DC=horrocks, DC=local
Date: 2025.11.14 09:40:41-07'00'

Brett Wood, P.E.
Project Manager, Horrocks
P: 801-763-5179 | E: brettw@horrocks.com

Horrocks.

Attachment: Agreement for Engineering Services_Boley Well Redevelopment_unsigned (Boley Well Rehabilitation Design Proposal Award to

SCOPE OF SERVICES

TASK ORDER 1.0 – Well Rehabilitation Design

Horrocks will perform design services and bidding assistance services for the Boley Well Rehabilitation Project according to this scope and including tasks listed on the fee schedule.

Deliverables:

1. 30%, 60%, and 90% design submittals for review
2. Construction Drawings (pdf and CAD)
3. Construction Specifications and Contract Documents
4. Cost Estimate
5. Permitting Documentation and Agency Approvals
6. Meet DDW Checklist requirements for an Existing Public Drinking Water Well per Rule R309-515-6
7. Design Meeting Notes
8. RFI Response or bidder question response during bidding
9. Pre-bid conference agenda, attendance, and minutes
10. Review of bid documents and provide a recommendation of award

Assumptions:

1. Plans for this project will closely follow the plans for the country club rehabilitation project
   a. The same heating layout will be used as country club well including new gas service
2. Everything within the building will be replaced except pump and louver/fan
   a. Replace motor with high efficiency motor
   b. Replace discharge head, but do not replace pump components (shaft, column, bowls)
   c. Replace all wiring
   d. New soft start
   e. New level sensor
3. Replace shingle roofing system, hatch, siding, soffit, facia, fencing
4. Install new rain gutters, vents, skylight, interior ceiling
5. Backup power will not be needed at this facility
6. Electrical design will provide for connecting this facility to SCADA, but SCADA integration will be performed by SCADA contractor
7. Electrical design will provide for security cameras and sensors, but integration into security system will be performed by security contractor
8. Cleaning and painting of interior walls and floors
9. No chlorination or other treatment will be necessary at this facility
10. Core existing wall for relocation of well flush line and design for new line location
11. Exterior improvements as shown on attached concept sketch
    a. Red Dots are bollards or K Rail
    b. Plate or another structural element needed over West grate to be able to back a

Attachment: Agreement for Engineering Services_Boley Well Redevelopment_unsigned (Boley Well Rehabilitation Design Proposal Award to

dump truck over it
   c. Insertion valve next to street
   d. Raise walls on underground structure so sandbags are not needed
   e. Remove unneeded above grade items on underground structure
12. Property survey and acquisition will not be needed
13. ADA design will not be needed
14. SUE will not be needed
15. 3rd party utility relocation will not be needed
16. Direct purchasing of equipment prior to enlisting a contractor will not be needed
17. Widening the man door opening is not included in this scope
18. Structural design beyond items listed in the scope will not be needed
19. Construction surveying is not including the design task

Schedule:

1. Due to upcoming holidays and assuming 1 week for each milestone review by the city, we expect to be able to complete the bid package for this project within 3 months from notice to proceed.

TASK ORDER 2.0 – Well Rehabilitation Construction Assistance

Horrocks will assist the city with construction of the Boley Well Rehabilitation Project according to this scope.

Deliverables:

1. Submittal review of all electrical submittals
2. Submittal review of 4 non-electrical submittals
3. Change order review of 1 change order

Assumptions:

1. The city will be responsible for construction management for this project. The only responsibilities Horrocks will have are those listed under the deliverables.

SUMMARY

The cost to complete all the work as described will be billed according to the fee schedule for time and materials, but shall not exceed **$53,286.00**.

We know there is an interest in a power analysis to address fuses that are being blown. We have not included the analysis in this scope at this time. We are happy to provide a fee for this, but we would like to have a discussion to determine the scope of the analysis prior to providing a fee.

We're happy to discuss and revise the scope and fee for any of the assumptions listed prior to receiving the notice to proceed.

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Any services beyond the defined scope of work—including, but not limited to, additional plan revisions due to agency comments, redesign resulting from client-directed changes, unforeseen site or utility conditions, added permitting support, construction support beyond the base scope, or coordination with third-party stakeholders—shall be considered Time & Materials (T&M) services. These services will not be initiated without prior written authorization from the client. A formal written request or change directive must be issued and approved before any such work proceeds.

We look forward to performing this work and can begin immediately at your request. If you have any questions, please feel free to contact Horrocks.

Attachment: Agreement for Engineering Services_Boley Well Redevelopment_unsigned (Boley Well Rehabilitation Design Proposal Award to

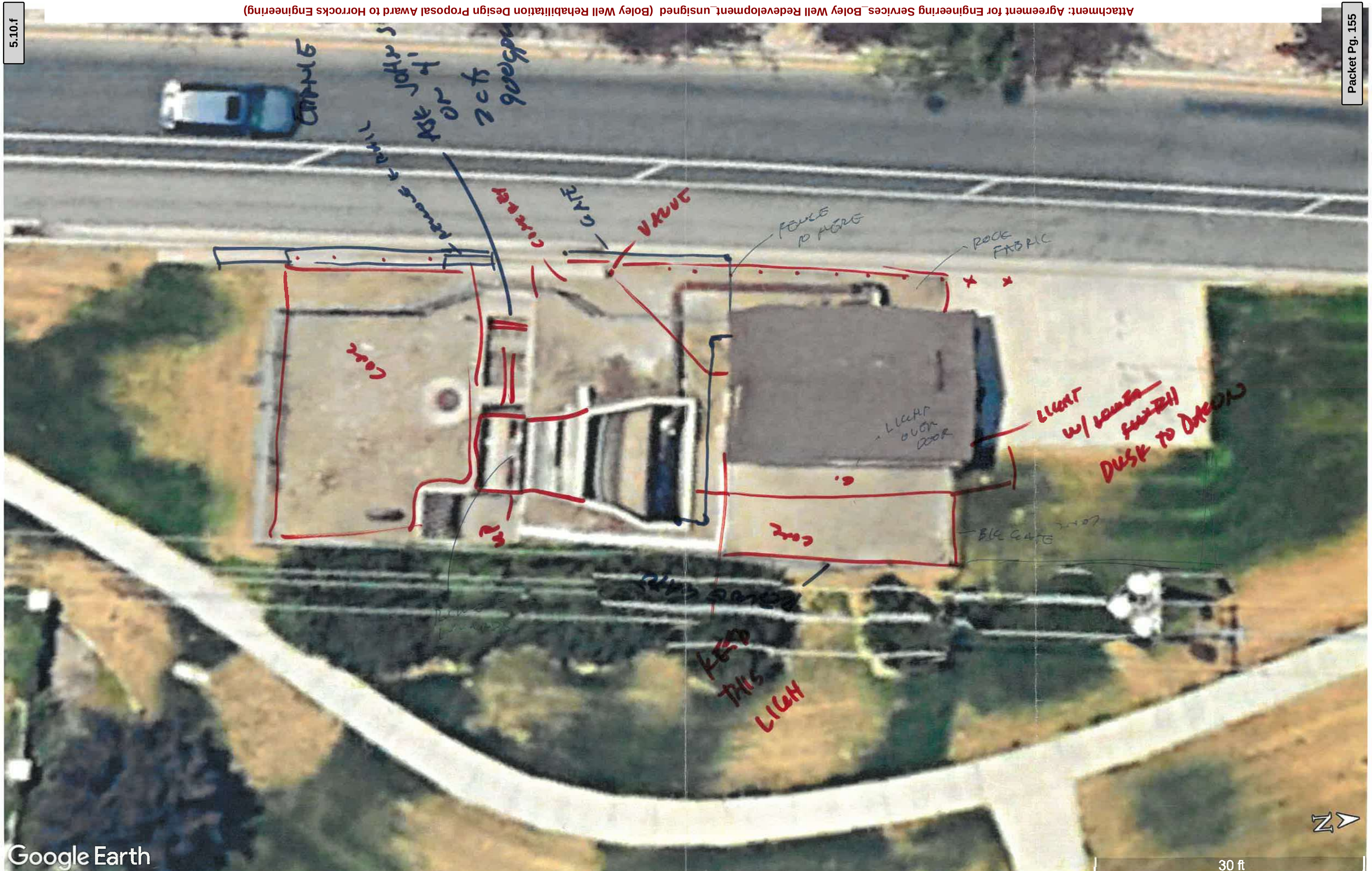

CHANGE
Remove Fence
Cut Fence
GATE
VAULT
FENCE TO REMOVE
ROCK FABRIC
LIGHT OVER DOOR
LIGHT w/ MOTION SWITCH DUSK TO DAWN
FEED THIS LIGH
Google Earth
30 ft

EXHIBIT B

Horrocks.

			Sr. Engineer III, P.E.	Engineer III, P.E.	Engineering Intern II	Engineer, P.E.	Sr. Design Technician	Sr. Licensed Surveyor	Sr. Surveyor/ROW Technician	Surveyor/ROW Technician II	Sr. Design Technician II	Engineer III, P.E.	Engineering Intern II	Electrical Sub Consultant	Sample Testing
			Mark Chandler	*Brett Wood*	*Ian Horrocks*	*Jordan DeMann*	*Lisa Jimenez*	*Trevor Jensen*	*Tyler Puter*	*Logan Atkinson*	*Heather Kinsey*	*Kirk Winegar*	*Virginia Lindquist*		
1 Project Management and Coordination															
01	Project Management and Coordination	5	$ 1,055.00												
02	Meetings	10	$ 2,110.00												
03	Topographic Survey	30	$ 5,477.00												
04	Demolition Plan	14	$ 2,436.00												
05	Building Plan - Layout and Design	28	$ 4,872.00												
06	Project Details - Pump, Piping, Mechanical, Structural, Exteric	42	$ 7,308.00												
07	Design QA/QC	28	$ 5,342.00												
08	Specifications and Contract Documents	14	$ 2,100.00												
09	Division of Drinking Water Approvals	18	$ 2,822.00												
10	Bidding Assistance	14	$ 2,222.00												
11	Structural	0	$ -												
12	Electrical	10	$ 1,622.00												
	SubTotal	213	$ 45,366.00	$ -	$ 7,807.00	$ 15,000.00	$ -	$ 9,504.00	$ 584.00	$ 1,611.00	$ 1,116.00	$ 1,744.00	$ -	$ -	$ 8,000.00	$ -
2 Construction Assistance															
01	Submittal Review	16	$ 3,376.00												
02	Partial Payments/Change Orders	4	$ 844.00												
	SubTotal	20	$ 7,720.00	$ -	$ 4,220.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,500.00	$ -
Total Hours/Units															
Total Cost				$0.00	$12,027.00	$15,000.00	$0.00	$9,504.00	$584.00	$1,611.00	$1,116.00	$1,744.00	$0.00	$0.00	$ 11,500.00	$ -
Direct Labor Costs				$53,086.00												
		Expense (Mileage All Tasks)		$200.00												
Grand Total				**$53,286.00**												

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REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
JANUARY 13, 2026

Department Public Works **Director Approval** *Sam Kelly*

AGENDA ITEM Review and action on the approval of the agreement for the Dixie Well Engineering Design Project with Bowen Collins & Associates.

SUMMARY RECOMMENDATION
Staff recommends the City Council approve the Dixie Well Engineering Design Project Agreement with Bowen Collins & Associates (WA2026003).

BACKGROUND
The City Council approved the agreement of the Dixie Well Engineering Design Project with Bowen Collins & Associates on 12/9/2025. This action will approve the project agreement in substantially the form presented.

The Project includes the following: Design and construction management of the new Dixie Well to be located on the southeast corner of 900 West and 620 South within parcel 34:727:0100. After the well is located, a pilot well will be drilled and developed, with the intention that the pilot well will become the new Dixie Well. The full parcel is expected to be developed after the well is drilled and equipped with a pump and well house.

BUDGET IMPACT
This action has no further budget impact beyond the approved project award on 12/9/2025.

SUGGESTED MOTION
Mr. Mayor, I move that the City approve the design agreement in substantially the form as presented for the Dixie Well Engineering Project with Bowen Collins & Associates.

SUPPORTING DOCUMENTS

Agreement for Engineering Services_Dixie Well_updated (PDF)

Attachment: Agreement for Engineering Services_Dixie Well_updated (Dixie Well Engineering Design Agreement Approval with Bowen Collins

AGREEMENT FOR ENGINEERING SERVICES

DIXIE WELL PROJECT

This Engineering Services Agreement (hereinafter referred to as "Agreement") is entered into this ____ day of _____, 20____ by and between _____, with its principal place of business at _____ (hereinafter referred to as "Engineer"), and American Fork City, a municipal corporation with its principal place of business at 51 East Main Street, American Fork, Utah 84003 (hereinafter referred to as "City") (collectively referred to herein as the "Parties").

RECITALS

WHEREAS, Engineer is engaged in the business and profession of engineering services; and

WHEREAS, City desires to contract with Engineer for certain professional engineering services for this project scope of services and payment of services being identified and agreed to in the Boley Well Redevelopment Request for Proposals (the "Project RFP") attached hereto as Exhibit A and as more specifically outlined in this Agreement; and

WHEREAS Engineer has submitted to the City and the City has reviewed Engineer's Scope of Services response to the Project RFP a copy of which is attached hereto as Exhibit B (the "Engineer's Proposal"); and

WHEREAS, Engineer has the necessary expertise and experience to perform the said engineering services for City and Engineer and is properly qualified and licensed in the State of Utah; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. Term; Termination.

a. The term of this Agreement shall be from the Effective Date of this Agreement through Project Completion. "Project Completion" occurs when all deliverables outlined in the Engineer's Proposal are completed to the satisfaction of the City. The "Effective Date" shall be the date upon which all parties sign the Agreement.

b. Notwithstanding anything contrary contained herein, City may immediately terminate this Agreement for cause including material breach, ethical violations, or licensing issues. City may terminate this Agreement at any time, not constituting cause by giving Engineer thirty (30) days' written notice in accordance with the notice provisions set forth herein. Upon receipt of such notice, Engineer shall cease

all Services undertaken hereunder, except as may be necessary to provide for an orderly transition of such Services.

c. Engineer may terminate this Agreement at any time with thirty (30) days' written notice to City in accordance with the notice provisions set forth herein. Upon termination by Engineer, City shall not be obligated to make payment for any Services not completed, in full, by Engineer.

d. Upon termination of this Agreement, Engineer shall provide a final invoice to City, showing all costs incurred but unpaid, and the City shall pay within 30 days such costs, as shown therein unless disputed. Before City pays the final invoice, the Engineer shall deliver all files reports, and other materials concerning services provided, maintained or controlled by Engineer, subject to all applicable federal and state law.

2. Scope of Services. The scope of services pursuant to this Agreement shall be limited to professional and technical engineering services. Specific services shall be as set forth in the Request for Proposals attached hereto as Exhibit A.

a. All Services shall be performed in accordance with City standards, ordinances and all applicable federal and state law.

b. If the terms of this Agreement conflict or are contrary to the terms outlined in the Project RFP or Engineer's Proposal, this Agreement shall control.

3. Compensation. In consideration of the services provided to City by Engineer, City shall pay Engineer for Services rendered in accordance with this Agreement in an amount not to exceed **$377,261.00** as set forth in the Fee Scheduled attached hereto as Exhibit C.

4. Invoice; Payment.

a. For Services rendered hereunder, Engineer shall invoice City monthly for Services provided in accordance with this Agreement. Engineer shall submit monthly invoices to City showing the Services completed and the amount of compensation due. Engineer shall submit invoices for Services done in a timely manner. City shall not be required to pay for Services that are invoiced more than 120 days after it was performed.

b. City shall pay Engineer through Automated Clearing House (ACH) payments. Engineer shall complete the ACH request form furnished by the City to authorize payment. Any other method of payment must be approved by the City and negotiated before payment is requested.

c. Payment of undisputed amounts shall be due and payable thirty (30) days after the City's receipt of the invoice.

d. In the event amounts are not paid in full within thirty (30) days of City's receipt of the invoice, City agrees to pay interest at the rate of one percent (1.0%) per month on any and all unpaid balance of services, costs, and expenses.

e. In the event an amount is disputed, City shall notify Engineer in writing of its dispute within thirty (30) days. The Parties shall make a good faith effort to resolve the disputed amount. If correspondence does not resolve the dispute, the Parties or their respective representatives shall meet in person on at least one occasion and attempt to resolve the matter prior to pursuing litigation.

Attachment: Agreement for Engineering Services_Dixie Well_updated (Dixie Well Engineering Design Agreement Approval with Bowen Collins

5. Relationship of Parties.
Engineer, its agents, and employees shall be an independent contractor performing professional and technical engineering services for the City. Nothing contained in this Agreement shall be construed to create a relationship of employer and employee, master and servant, principal and agent, or partners or co-venturers between City and Engineer. As independent contractors, Engineer, its agents, and employees shall not qualify for or receive any employee benefits from the City, including but not limited to, leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to City employees.

6. Employees and Subcontractors.
Engineer shall be solely responsible for the payment of wages, salary or benefits to any and all employees or contractors retained by Engineer in the performance of the Services under this Agreement. Engineer agrees to indemnify, defend and hold harmless City from any and all claims that may arise from the Engineer's relationship to its employees and subcontractors.

7. Standard of Performance; Licenses.
Engineer agrees and represents that it has the personnel, experience, and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Engineer shall perform the Services described herein in accordance with the standard of care required for the performance of engineering services. Further, Engineer shall maintain all required licenses, including without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Engineer shall require and ensure that all of Engineer's employees and subcontractors maintain all required licenses, including without limitation, all necessary professional and business licenses.

8. Professional Liability Insurance.
Engineer shall maintain, at its sole expense, professional liability insurance (errors and omissions) with limits of not less than $2,000,000 per claim and $2,000,000 in the aggregate, covering any negligent acts, errors, or omissions arising out of or related to the performance of this Agreement. Such coverage shall be maintained for the duration of the Agreement and for a period of not less than one (1) year after final completion of the services.

9. Other Insurance.
Without limiting any indemnity or other obligations of Engineer hereunder, Engineer shall, prior to providing Engineering Services, secure and continuously thereafter (throughout the term of this Agreement) carry with insurers the following insurance coverage in policies and shall furnish proof thereof satisfactory to City promptly when requested:

Worker's Compensation Insurance and Employer's liability Statutory amount

- General Liability $1,000,000/$2,000,000
- Umbrella Liability $1,000,000
- Automobile Liability $1,000,000

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The general liability, umbrella, and automobile liability policies shall include provisions or endorsements naming City as an additional insured.

10. Indemnification.
Engineer specifically and expressly agrees to indemnify and save and hold harmless the City (including, without limitation, its elected and appointed officers, employees, successors, and assigns) from and against any and all demands, liabilities, claims, damages, actions, attorney fees or other cost incurred by the City and/or proceedings in law or equity (including reasonable attorneys' fees and costs of suit), to the extent caused by or resulting from any negligence, gross negligence, intentional misconduct, or under any other actionable fault of Engineer (including, without limitation, its employees, agents, subcontractors, or consultants) in the performance or failure of performance of the Services provided, or to be provided, hereunder. Nothing herein shall, however, require Engineer to indemnify, and/or save or hold harmless City or its elected or appointed officers, employees, successors, or assigns with respect to (a) the negligence, intentional misconduct, or other actionable fault of City or its elected or appointed officers, employees, successors, or assigns, or of the agents or consultants of City other than Engineer; or (b) any demand, liability, claim, damage, action, and/or proceeding not related to the Services provided, or to be provided, by Engineer hereunder.

11. Schedule for Rendering Services.
All services and duties shall be conducted and performed by the Engineer diligently, completely and in accordance with professional standards of conduct and performance. Engineer acknowledges the importance of City's schedules and agrees to put forth its reasonable professional efforts in performing the services under this Agreement with due diligence to achieve the mutually agreed upon schedules. The project schedule shall be equitably adjusted as the Project progresses, allowing for change in scope, or for delays or other causes beyond the Engineer's reasonable control.

12 Notice.
All notices under this Agreement will be in writing and will be deemed to have been duly given if delivered personally or by a nationally recognized courier service or mailed by registered or certified national mail service, return receipt requested, postage prepaid, to the Parties at the addresses set forth below. All notices under this Agreement that are addressed as provided in this Section. If delivered personally or by nationally recognized courier service, notice will be deemed given upon delivery. If delivered by mail in the manner described above, notice will be deemed given on the date received by the recipient as reflected in the return receipt. All notices shall be directed to the Parties hereto as follows:

CITY:

American Fork City
Attn: City Administrator
51 East Main Street
American Fork, Utah 84003

Attachment: Agreement for Engineering Services_Dixie Well_updated (Dixie Well Engineering Design Agreement Approval with Bowen Collins

Phone: (801) 763-3000

With a copy to (which shall not constitute notice):

American Fork City Public Works
Attn: Public Works Director
275 East 200 North
American Fork, Utah 84003
Phone: (801) 763-3060

ENGINEER:

_____
_____
_____
_____
_____

13. Ownership.
All Services, work product and deliverables produced under this Agreement shall remain the exclusive property and shall inure to the benefit of City as work for hire. Engineer shall not use, sell, disclose or obtain any other compensation for such work for hire. In addition, Engineer may not, with regard to all Services, work, work product, deliverables or work for hire required by this Agreement, apply for in its name or otherwise, any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of City.

14. Waiver.
Unless otherwise indicated herein, failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall not constitute a waiver of any such breach of any other covenant, agreement, term, or condition. Any party, by notice delivered in the manner provided in this Agreement, may, but shall be under no obligation to waive any of its rights and any conditions to its obligation hereunder, or any duty, obligation, or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement, but each and every covenant, agreement, term, and condition shall continue in full force with respect to any other then existing or subsequently occurring breach. To be effective a waiver must be signed by both Parties hereto.

15. Compliance with Laws and Policies.
In the performance of their obligations hereunder, the Parties shall obey and abide by all applicable laws, rules and regulations, and with all applicable ordinances, policies and

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procedures. Both Parties shall abide by all applicable federal and state laws, rules, regulations, and executive orders pertaining to equal employment opportunity; pursuant thereto, shall assure that no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from employment with, participation in, be denied the benefits of or be otherwise subjected to discrimination under, any program or activity performed under this Agreement; and to promptly take appropriate steps to correct any deficiency that may be found to occur in compliance with such laws and rules.

16. Rights and Remedies.
The rights and remedies of any of the Parties hereto shall not be exclusive. In general, the respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to or shall limit or affect any rights at law or by statute or otherwise of any party aggrieved as against the other party for a breach or threatened breach of any provisions hereof, it being the intention of this Section to make clear the agreement of the Parties that the respective rights and obligations of the Parties hereunder shall be enforceable in equity as well as to law or otherwise.

17. Entire Agreement.
This Agreement and the exhibits attached hereto constitute the entire agreement between the Parties on the subject matter covered herein and this Agreement supersedes any and all prior agreements between the Parties related to the services. The Parties represent and acknowledge that they have not relied on any statements or promises of any kind other than those specifically set forth in this Agreement.

18. Amendments.
This Agreement may only be amended in writing signed by each of the Parties hereto. If, as the result of legislative action or rule-making, any of the provisions of this Agreement becomes inconsistent with Utah law, the Parties will promptly meet to negotiate in good faith such amendments as may be necessary to comply with Utah law.

19. Force Majeure.
Neither City nor Engineer shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

20. Section Headings.
The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

21. Severability.
In any provision of this Agreement shall be held or deemed to be, or shall in fact be, invalid, inoperative or unenforceable to any extent, the remainder of this Agreement shall not be impaired and shall be enforced to the fullest extent permitted by law.

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22. Counterparts.
This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, but all of which together shall constitute one instrument.

23. Choice of Law.
The interpretation of this Agreement and any claim or controversy arising out of or related to this Agreement shall be governed by the laws of the State of Utah. Jurisdiction and venue for the enforcement of this Agreement shall be found exclusively in the courts of Utah County, State of Utah. Each of the Parties irrevocably submits to the exclusive jurisdiction of such courts in any proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of any proceeding shall be heard and determined only in any such court and agrees not to bring any proceeding arising out of or relating to this Agreement in any other court.

24. Confidentiality and Data Privacy.
Any confidential information provided to or developed by the Engineer in the performance of this Agreement shall be kept confidential and shall not be revealed or made available to any person by the Consultant without the prior written approval of the City. This provision shall survive any termination of this Agreement. Engineer agrees to abide by and comply with any applicable federal, state or local laws, rules, regulations of policies requiring data security and privacy.

If applicable, Engineer is required to comply with the requirements of Utah Code § 63A-19-101 et seq. Government Data Privacy Act including but not limited to Utah Code § 63A-19-401.4 requiring the Engineer to handle any personal data processed or accessed by Engineer to the same extent as the City.

Engineer also understands and agrees City is subject to the Government Records Access and Management Act, Title 63G, Chapter 2 of the Utah Code ("GRAMA"), and City cannot guarantee that any information or any document or record provided to City by Engineer will not be subject to disclosure unless it is properly classified as a "protected record" under GRAMA based upon a written claim of business confidentiality under Utah Code Ann. §§ 63G-2-305 and -309 and other provisions of GRAMA. For any record provided by Engineer to City to be classified as a "protected record", Engineer must provide a written claim of business confidentiality and a concise statement of reasons and justifications supporting the claim of business confidentiality with the record when it is first submitted by Engineer to City and, if not so provided, any claim to protected record status may be deemed to have been waived and relinquished by Engineer.

25. Assignment.
This Agreement may not be assigned by either party without the written consent of the other party. If consent to an assignment is obtained, this Agreement is binding on the successors and assigns of the Parties to this Agreement.

Attachment: Agreement for Engineering Services_Dixie Well_updated (Dixie Well Engineering Design Agreement Approval with Bowen Collins

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

27. Authority.
The individual(s) executing this Agreement on behalf of, or as a representative for a corporation or other person, firm, partnership or government entity, represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of the corporation, person, firm, partnership or government entity and that this Agreement is binding upon the entity in accordance with its terms.

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

ENGINEER

_____
By:_____
Its:_____
Date:_____

AMERICAN FORK CITY

_____
Bradley J. Frost, Mayor

Date:_____

ATTEST:

_____
City Recorder

Attachment: Agreement for Engineering Services_Dixie Well_updated (Dixie Well Engineering Design Agreement Approval with Bowen Collins

REQUEST FOR PROPOSALS

American Fork City

Engineering and Design Services

Dixie Well Project

RFP # WA2026003

Date of Issue: October 2025

Department of Public Works
Engineering Division

Attachment: Agreement for Engineering Services_Dixie Well_updated (Dixie Well Engineering Design Agreement Approval with Bowen Collins

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I. INTRODUCTION

American Fork City Public Works, Engineering Division ("City") is soliciting proposals from qualified firms ("Proposer") to provide comprehensive engineering, design, bidding, and construction management services for a new drinking water well—known as the Dixie Well—located in the southwest part of the City.

The well site is approximately 943 S 900 West, American Fork, UT 84003 (Parcel #34:727:0100). The City requires a new culinary public supply well to augment its existing water system. The Dixie Well is expected to produce between 2,500 to 3,000 gallons per minute (gpm) and must be fully integrated into the City's culinary water infrastructure. All proposers are encouraged to review the City's culinary water master plan prior to submission. Water rights for the proposed location have already been acquired and applied by the City; therefore, water rights assistance is not included in the scope of work.

Scope of Work

The selected Proposer will be responsible for all activities necessary to deliver a fully operational well system design. Services include, but are not limited to:

- Well Design, Development & Bidding
  - Engineering design of the well
  - Preparation of bid documents (drawings and specifications) for drilling, casing, equipping, pump installation, performance testing, and water testing
- Well House Design & Bidding
  - Structural design and construction of the well house
  - Integration of electrical, mechanical, and control systems
- Permitting & Regulatory Compliance
  - Acquisition of all necessary permits
  - Coordination with state and local agencies
  - Ensuring compliance with all applicable environmental and governmental standards

The completed system must meet all operational and regulatory requirements for a reliable municipal water supply.

Bids must be submitted electronically via the Utah Public Procurement Place (U3P)/Euna platform. All received bids will be privately opened and reviewed. Project information and bidding documents are available at:
https://utah.bonfirehub.com/portal/?tab=openOpportunities

10/16/2025	Ben Hunter
Date	Ben Hunter, City Engineer
10/20/2025	Sam Kelly
Date	Sam Kelly, Public Works Director

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II. TENTATIVE SCHEDULE FOR THE RFP PROCESS

The anticipated schedule is as follows. American Fork City reserves the right to modify the following schedule at their discretion. Any change to the Proposal Due Date will be updated on Utah Public Procurement Place (U3P), which can be found at: https://utah.bonfirehub.com/portal/?tab=openOpportunities

Activity	Date (Local Time)
Mandatory Pre-Proposal Conference	October 30, 2025 @ 2:00 PM in the American Fork City Hall Main Council Room (31 Church St, American Fork UT 84003).
Final Day to Submit Questions	November 6, 2025 @ 12:00 PM via U3P/Euna
Proposal Due Date	November 17, 2025 @ 12:00 PM via U3P/Euna
Review committee	By December 4, 2025
Notice of Intent to Award	By December 8, 2025
City Council Acceptance of Award	December 9, 2025
Anticipated Notice to Proceed	By December 18, 2025

III. PRE-PROPOSAL CONFERENCE

Interested Proposers are required to attend the pre-proposal meeting to discuss the project and to ask questions about this RFP. Only bids from Proposers who attend the pre-proposal conference will be opened and considered for award. The pre-proposal conference will be held on **October 30, 2025 at 2:00 PM**. It will be held in-person at the American Fork City Hall Main Council Room (31 Church St, American Fork, UT 84003.) A combined site visit will be held after the pre-proposal conference.

IV. SCOPE OF WORK AND TASKS TO BE COMPLETED

A. The City has divided the project into four (4) phases:

1. **Well Drilling and Evaluation.** This phase includes, but is not limited to:
    a. Kick off meeting/Literature (model) review/Data collection
    b. Exploratory drilling of the site
    c. Hydrogeologic services, conduct yield and drawdown testing, and well water quality testing
    d. Geophysical and Geotechnical services provide thorough site investigation to assess subsurface conditions, locate a suitable aquifer
    e. Production well design, bidding documents, and technical specifications
    f. Hydraulic model updates (if applicable)
    g. Construction administration during well drilling
    h. Drinking water source assessments and approval
    i. Construction Administration during Well Drilling (Review and recommendations: submittals and claims)
    j. Progress meeting(s)
    k. Inspection services are anticipated to require approximately 20 hours per

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week, subject to adjustment based on project needs (including preparing field/inspection reports, etc.).

l. Deliverables:
- (Draft and Final) Preliminary Evaluation Report (PER)
- Final PER submitted to DDW for approval
- Exploratory drilling plan
- Bid documents for well drilling
- Engineer's cost estimate
- Well Design Construction Drawings and construction documentation
- Drinking Water Source Protection Plan
- Testing results
- Preparation of Draft and Final Reports for the Completed Production Well
- Draft and Final Drinking Water Source Protection (DWSP) plan to City
- Final DWSP submitted to DDW for approval
- Meet DDW Checklist requirements for New Public Drinking Water Wells per Rule R309-515-6
- Field/Meeting notes/minutes (weekly) and data summary

2. **Well Equipping Design.** This phase includes, but is not limited to:
   a. Detailed engineering and hydraulic evaluation of the site, including utility potholing, Coordination with geotechnical and survey teams as needed.
   b. Site plan and well facility layout
      - Comprehensive site plan showing well location, access routes, utility connections, and grading
      - Layout of well facility components including pump pad, electrical service, and well house footprint
   c. Pump design drawings and contract documents
      - Centrifugal Pump requirement (National Pump or approved equal)
      - 3-phase Motor requirement (US motors or approved equal)
      - Pressure tank
      - Control box
      - Electrical connections (ensure compliance with NEC and local codes)
      - Backflow prevention
      - Cathodic Protection Design of Well and Pump Station
   d. Well house design drawings and contract documents
      - Architectural and structural design of well house enclosure (review building aesthetics and generate architectural renderings and design in accordance with American Fork City codes)
      - Freeze protection (insulation, heat source if needed)
      - Ventilation systems to mitigate moisture and condensation
      - Backup power provisions (generator)
      - Access panels and service doors for routine maintenance
      - Security (integration into City SCADA system, cameras, lockable doors, tamper-resistant enclosures, fence if required)
   e. Environmental documents and permitting
      - Preparation of environmental review documents

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- Coordination with local and state agencies for applicable permits

f. Division of Drinking Water (DDW) documents, testing, and permitting
   - Preparation and submittal of DDW permit application and supporting documentation
   - Coordination of DDW seal inspection and testing protocols
   - Inclusion of DDW-required construction standards in design documents

g. Possible secondary treatment facility
   - Evaluation of water quality and need for secondary treatment (e.g., chlorination, filtration),
   - Preliminary design and siting of treatment components,
   - Integration with well house layout and electrical systems

h. Inspection services are anticipated to require approximately 20 hours per week, subject to adjustment based on project needs (including preparing field/inspection reports, etc.).

i. Pre-design meeting, pre-construction Meeting, and Progress meeting(s)

j. Deliverables:
   - Construction drawings:
     - Cover, title sheet, index, project location, general notes, abbreviations and symbols
     - Building elevations, architectural details, demolition Plan, Civil site, access, layout, grading plan, drainage, utility, fall protection, confined space signage, sampling tap, back flow prevention, disinfection system, crane system plan, erosion control, Civil details
     - Landscape and Irrigation plan, Landscape and Irrigation notes and details
     - Foundation, Roof framing plan, structure elevations, structure details
     - Mechanical plan and sections, Mechanical notes and details
     - Electrical symbols, schedule and notes, Electrical site plan, power supply, lighting and power plan, power and control box Diagrams, SCADA integration, Lighting and HVAC plan, electrical schedule and schematics
     - Security plan, Electrical details and notes
   - Technical specifications and contract documents suitable for bidding
   - Engineer's cost estimate (opinion of probable construction cost)
   - Permitting documentation and agency approvals
   - Meet DDW Checklist requirements for New Public Drinking Water Wells per Rule R309-515-6
   - Well Video(s)
   - Field/Meeting notes/minutes (weekly)
   - Including all electronic documents, PDF files, and CAD drawings.

3. **Well Facility Bidding.** This phase includes, but is not limited to:
   a. Support for bidding of the pump station and well facility
      - Deliverables: bidding support, Pre-bid conference agenda, recommendation of award, Meeting notes/minutes.
4. **Well Facility Construction Management.** This phase includes, but is not limited to:

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a. Construction coordination with contractor and City
b. Project observation and engineering support (the City will be the primary inspectors for the project)
c. Construction documentation required for Operating Permit
d. Coordination for drinking water permits
e. Inspection services are anticipated to require approximately 20 hours per week, subject to adjustment based on project needs (including preparing field/inspection reports, etc.).
f. Meet DDW Checklist requirements for New Public Drinking Water Wells per Rule R309-515-6
g. Pre-construction Meeting and Progress meeting(s).
h. Deliverables: Record drawings/as-builts, documentation for final operating permit, Field/Meeting notes/minutes (weekly).

B. Risk Assessment and Mitigation Strategy: Proposers shall include a brief risk assessment identifying potential challenges specific to well drilling and construction in the proposed location. This should include, but is not limited to, hydrogeologic uncertainties, permitting delays, site access issues, and coordination with adjacent developments. Proposers shall also outline proposed mitigation strategies to address these risks and ensure project continuity.

C. All deliverables, submittals, payment documentation, reports, and associated files shall be submitted in both searchable PDF and editable native electronic formats. Submissions are required at the 30%, 60%, 90%, and final completion milestones. All documents will be reviewed by the City Inspector, Engineering staff, Superintendent, City Engineer, and Public Works Director. It is expected that all feedback be incorporated accurately and efficiently.

To support this process, consultants are encouraged to maintain a **Comment Resolution Log/Form** that tracks each comment, its status, and the corresponding response or revision. This practice promotes transparency, accountability, and alignment throughout the review cycle. The city will provide a general notes file for inclusion in the project documentation.

V. PRICING/COSTS/FEES

Engineering design and estimate services will be bid and paid for by time and materials with a total not-to-exceed price for this project.

VI. PROPOSAL FORMAT

All proposals shall be formatted according to the following specifications:

A. Content and Page Limit:
   a. Proposals shall include following labeled sections:
      1. Project Team/Experience (include references for previous projects)
      2. Project Understanding, Scope and Approach
      3. Project Management and Communication
      4. Quality Assurance, Documentation, and Project Schedule
   b. Proposals text pages are limited to a maximum of Ten (10) letter size pages. The schedule sheet may be 11x17 if needed for readability. The font size shall be no smaller than size 12.

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c. Summary letter and single page resumes per person are not included in the page count.
d. Provide proposed Pricing/Cost/Fees as a separate one-page (letter or 11x17) document.
    1. Proposers shall provide a detailed breakdown of proposed pricing, costs, and fees for each of the four project phases (I–IV) as outlined in Section IV.

B. Submittal: Proposal shall electronically submit using U3P/Euna/ https://utah.bonfirehub.com/portal/?tab=openOpportunities

VII. PROPOSAL SUBMISSION

By submitting a proposal to this RFP, Proposer understands and agrees to the following:

A. RFP Cancellation: This RFP may be cancelled at any time prior to the execution of a written agreement if deemed in the best interests of the City. This includes cancellation of the RFP after an award has been made, but prior to the execution of a written contract. Proposer is not entitled to recover any costs related to the preparation of the proposal due to cancellation of the RFP or withdrawal of an award prior to the execution of a written agreement.

B. Firm Pricing: All prices, quotes, or proposals are to remain firm for 120 days after the closing date, unless a different period is stated in the City's RFP. Any proposal that does not offer to remain firm for the required period may be considered non-responsive.

C. Costs: Proposers bear all costs and expenses related to this RFP including, but not limited to, preparation and delivery of the proposal, attending the pre-proposal conference, and if required attending an interview.

D. Licensing: All applicable federal, state, and local licenses must be acquired before the contract is entered into between the City and the selected respondent. Licenses must be maintained throughout the entire contract period. Persons doing business as an Individual, Association, Partnership, Corporation, or otherwise shall be registered with the Utah State Division of Corporations and Commercial Code. NOTE: Forms and information on registration may be obtained by calling (801) 530-4849 or toll free at (877) 526-3994, or by accessing: commerce.utah.gov.

E. Changes or Modifications: Any changes or modification to the RFP will be made by written addendum. Proposers submitting a proposal based on any information other than that contained in City's RFP and any addenda, do so at their own risk.

F. Receiving Proposals: Engineering Division Selection Committee will administer receipt and opening of all proposals. Proposals will be held, unopened, in the same condition as received if delivered prior to the date and closing time designated in the RFP. After the closing time, only the identity of each Proposer will be made public. If only one proposal is received in response to the City's RFP, the Engineering Division, may recommend an award of a contract to the single Proposer if the conditions cited above are met. Alternatively, the Engineering Division may re-solicit for the purpose of obtaining additional proposals.

G. Modifying or Withdrawing Proposals: Proposer may modify or withdraw their proposals at any time prior to the closing time. Requests to modify a proposal before the closing time shall be done using U3P/Euna/

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https://utah.bonfirehub.com/projects

H. Rejection of Proposals: Any proposal containing significant deviations from the specifications of the RFP shall be considered non-responsive and may be rejected in whole or in part.

I. Protests: A protest regarding the RFP document shall be submitted in writing prior to the RFP closing date. All other protests shall be submitted in writing within five (5) business days after notification of the award has been sent. A protestor may file only one (1) protest after the RFP closing date. Protest letters shall specifically and completely state the facts that the protestor believes constitute error in the RFP document or the award.

J. Free and Competitive Selection: Any agreement or collusion among prospective Proposers to fix a price or limit competition shall render the proposals void, and such conduct is unlawful and subject to criminal sanction. Proposer certifies that not anyone in its firm or company has either directly or indirectly restrained free and competitive selection, participated in any collusion, or otherwise taken any action unauthorized by City Purchasing Ordinances or applicable laws.

K. Reasonable Accommodations: Reasonable accommodations for qualified disabled individuals may be provided upon receipt of a request with five working days' notice. Please contact Public Works Engineering Office, 275 East 200 North, American Fork, Utah 84003, (801) 763-3060. TTY users shall call 711.

VIII. EVALUATION AND SCORING CRITERIA

Proposals will be evaluated, scored, and ranked by a Selection Committee. The Selection Committee may invite the top-ranked proposals for an interview/demonstration. The purpose of the interview/demonstration is clarification and verification of the written proposal. The Selection Committee may re-rank the proposal after the interview/demonstration. A recommendation will then be presented to the proper signing authority for consideration and approval. Ranking of the proposals will be based on the following criteria and weights:

Criteria	Description	Max Points
1. Technical Expertise and Experience	Demonstrated expertise in drinking water well design, construction, and compliance with Utah Division of Drinking Water (DDW) standards. Evaluation includes relevant project history, successful prior work with the City, and qualifications of the proposed project team. Provide an organizational structure showing the proposed team and their responsibilities on this project. Provide a brief description of experience with similar projects (do not attach resumes). Include at least three (3) recent projects of similar scope that were completed by the Project Manager with contact information for a reference.	30

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Criteria	Description	Max Points
2. Project Approach and Methodology	Clarity and feasibility of proposed design/construction strategy, including hydrogeologic integration, permitting, and commissioning. Describe your understanding of the scope as it is presented in the RFP document. Rather than stating commonly followed practices, focus on discussing issues and ideas that are unusual to this project and identifying unique practices of your firm to help with these tasks.	20
3. Project Management and Communication	Defined roles, schedule control, coordination strategy, and commitment to weekly meetings and inspection support. Provide a time schedule stating when the key tasks of your proposal would be completed. This section shall demonstrate the Proposer's ability to provide desired services within time frames specified and at specified levels as described in the scope of work.	15
4. Quality Assurance & Documentation	Proposed QA/QC protocols, field inspection plan, and responsibility for meeting minutes, field reports, and inspection documentation.	15
5. Cost Proposal and Value	Transparency of fee structure, justification of hours (e.g. 20hrs/week), and overall value relative to scope and municipal budget. Provide personnel names, hourly rates, hours, and total costs associated with the tasks. Hourly fees and all services are inclusive of any and all professional fees; and any and all costs the Proposer may incur, including any costs for travel time, lodging, mobilization, traffic control, meeting time, report preparation, printing, etc.	20
Total Possible Points		**100**

IX. WRITTEN AGREEMENT REQUIRED

Successful proposers for this RFP shall enter into Agreement for Engineering Services with American Fork City. Any and all work awarded as part of this RFP will be performed in accordance with this agreement.

Attachment: Agreement for Engineering Services_Dixie Well_updated (Dixie Well Engineering Design Agreement Approval with Bowen Collins

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BOWEN COLLINS & ASSOCIATES



RFP #WA2026003

Dixie Well - Engineering and Design Services

November 17, 2025

Attachment: Agreement for Engineering Services_Dixie Well_updated (Dixie Well Engineering Design Agreement Approval with Bowen Collins

November 17, 2025
American Fork City
Bowen Collins & Associates
154 E. 14075 S., Draper, Utah 84020

Subject: SOQ | Dixie Well Engineering and Design Services

Dear Sam Kelly,

Bowen Collins & Associates (BC&A) is pleased to submit this proposal for comprehensive engineering, design, bidding, and construction management services for the Dixie Well—a critical infrastructure initiative for American Fork City. Our team brings the well and well-equipping design, drilling, and construction management expertise needed to successfully expand the City's culinary water system.

BC&A offers the background knowledge, depth of experience, and technical expertise required to deliver a successful project from design through construction. Prior to the release of this RFP, BC&A provided substantial planning and preliminary design services for the Dixie Well. This early involvement allowed us to evaluate hydrogeologic conditions, develop preliminary concepts, and identify key design considerations. As a result, we have a strong understanding of the site and project requirements, enabling us to move quickly and confidently toward a fully integrated and operational well system that meets Division of Drinking Water (DDW) standards and supports the City's long-term water supply goals.

Our proposed work plan is designed with your needs in mind. We appreciate your consideration and look forward to the opportunity to continue our partnership with American Fork City on this important project. Please feel free to contact me directly with any questions or for additional information.

Sincerely,

Keith Larson, P.E.

Bowen Collins & Associates

VP Human Resources | Principal in Charge
Email Contact: klarson@bowencollins.com
Office: 801-495-2224

Choosing our team is the right choice for the following reasons:

Our team has a proven track record of high quality and trusted performance on this project.

Our team understands the importance of aligning our schedule to ensure this project is completed on the City's desired timeline.

The BC&A team offers an in-house corrosion team of experts who can prolong the life-expectancy of this well and inspire confidence for years to come.

We understand that the success of this project hinges on the success of the well. We are confident in our team's understanding of the potential challenges, and our work approach is designed to ensure the success of the well.

Attachment: Agreement for Engineering Services_Dixie Well_updated (Dixie Well Engineering Design Agreement Approval with Bowen Collins

SECTION 1: INTRODUCTION

Bowen Collins & Associates (BC&A) is pleased to submit this proposal for comprehensive engineering, design, bidding, and construction management services for the Dixie Well, a vital infrastructure initiative for American Fork City (the City).

BC&A operates five offices across Utah and Idaho, with our Draper headquarters located near the project site, enabling responsive and efficient support throughout the project lifecycle. Our proposed Project Manager for this project is Chris DeKorver, who offers 22 years of experience in planning, designing, permitting, and construction management of wells across the region. He can be reached directly at (801) 495-2224 or via email at cdekorver@bowencollins.com.

SECTION 2: PROJECT TEAM & PROJECT EXPERIENCE





Chris DeKorver, PG
Project Manager
Hydrogeologist



Keith Larson, PE
Principal in Charge



Eric Neil, PE
Well Equipping & Pump Station Design



Ryan Egbert, PE, CP4
Cathodic Protection



Stephen Cohen, PE, SE
Structural Engineer



Shane Cananaugh, PE
Electrical and Controls



Brian Mecham, SE
Construction Project Representative

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PROJECT TEAM QUALIFICATIONS



KEITH LARSON, P.E., PRINCIPAL IN CHARGE

Keith's greatest strength is in master planning and hydraulic analysis. He has served as project manager or engineer for water, wastewater, and storm drain master plans for clients including Salt Lake City, Sandy City, Park City, Provo City, Ogden City, and dozens of other municipalities and service districts, where he developed system flow projections, hydraulic models, capital improvement recommendations, asset evaluations, cost estimates, schedules, and training. He has also led regional master plans involving supply, demand, and major conveyance evaluations for Metropolitan Water District of Salt Lake & Sandy, Jordan Valley Water Conservancy District, and Weber Basin Water Conservancy District, optimizing transmission facilities for some of the largest wholesale water providers in the Intermountain West. Beyond master planning, Keith is skilled in hydraulic analysis and design of pipelines and structures. He has managed the design of over 600,000 feet of water, sewer, and storm drain pipelines up to 120 inches in diameter. His hydraulic design experience includes pump stations, surge protection facilities, metering and control vaults, spring development, bridges and culverts, screening facilities, and creek diversion structures.



CHRIS DEKORVER, P.G., PROJECT MANAGER, HYDROGEOLOGIST

Chris has 22 years of experience in planning, designing, permitting, and construction management of environmental, geotechnical, and groundwater projects for private, municipal, and industrial clients. His experience includes field supervision of drilling and sampling operations for environmental, geotechnical, and deep culinary/industrial water wells. He has performed dozens of Preliminary Evaluation Reports (PERs) as required by DDW for new sources and has conducted drilling and pumping tests across Utah, Nevada, and California. Chris takes special care in understanding and observing drillers' mud programs, specifically monitoring NSF certification and development removal techniques (polymer, bentonite, LCM). He is highly knowledgeable in various drilling methods—including auger, hydraulic/direct push, reverse/direct mud-rotary, direct air-rotary, and horizontal drilling—as well as a wide range of soil and water sampling techniques. He has managed, interpreted, and logged deep borehole drilling to depths of 3,000 feet, well installations up to 24 inches in diameter, and aquifer performance testing on groundwater projects up to 5,000 gpm. Chris also has extensive experience with chemical and mechanical well rehabilitation techniques. He is HAZWOPER certified and brings expertise in water quality, environmental sampling, and remediation technologies. His recent projects include the Murray City Park and 4500 South Wells, Murray City McGhie Well, Murray City 900 East Well Rehabilitation, Herriman Stillman Well Rehabilitation, Jordan Valley Four Well Rehabilitation, Stockton Soldier Canyon Well, and the SWDC Storage Well.



ERIC NEIL, P.E., PROJECT ENGINEER, WELL EQUIPPING AND PUMP STATION DESIGN

Eric brings 20 years of engineering experience in well equipping design, pump station design, waterline design, site development, and construction. He has served as the project engineer for many well equipping projects. He recently completed the design and construction of multiple large municipal culinary wells in the surrounding area and is currently working with Jordan Valley Water Conservancy District and the Town of Stockton to provide safe culinary well water to the residents they serve. His experience with each well project has given him the ability to understand pump hydraulics to apply to your project. Additionally, he has extensive design experience with all other mechanical, architectural, and civil related work. Eric understands the full scope of well projects and coordinates closely with other BC&A in-house electrical and structural engineers during his projects. Some other notable recent projects include Murray 4500 South Well, Murray Park Well, Murray McGhie Springs Well, 900 East Well, SLCDPU 4th Avenue Well, Provo 4800 North Well, GHID Well No. 17, Ogden Airport Well, West Jordan Well 4 Rehabilitation, Well 27A Equipping Project for Virgin Valley Water District, Herriman Stillman Well, North Logan Green Canyon Well, and the West Jordan Veterans Park Well.

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PROJECT EXPERIENCE

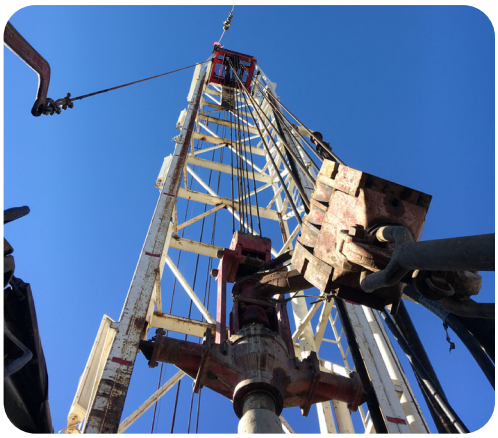
The projects listed below directly inform the City of our approach to the Dixie Well project, demonstrating our familiarity with similar hydrogeological conditions, regulatory frameworks, and construction methods .



4800 North Well, Provo City - The 4800 North Well is a replacement well due to site constraints. The replacement well was drilled via the cable-tool method. This allowed for a smaller drill rig and a plumb casing. The well was completed to a depth of 715 feet and entailed geophysical logging, zone tests, perforation design, development, and testing. The well was developed and tested at rates up to 4,300 gpm producing sand free water. Equipping of the well entailed a 3,000 gpm, 600 HP motor and VFD. **The building included a separate room for the chlorine gas treatment and incorporated an indoor natural gas backup generator.** The well is located in a suburban environment and involved site improvements and matching the building to existing structures in the adjacent business park.

Reference 1: Ryan York, **Email:** ryork@provo.com, **Phone:** 801-852-6780
Reference 2: Shane Jones, **Email:** shanej@provo.utah.gov, **Phone:** 801-852-6780

Stansbury Well No. 5, Stansbury Park Improvement District - This project consisted of source protection permitting, pilot well design and construction, and field design and construction of one large diameter production well for Stansbury Park Improvement District (SPID). BC&A prepared design plans and specifications and provided construction management services for the pilot borehole drilling and production well construction. We obtained DDW approval for the PER and well plans and specifications. Geophysical and lithologic logs were used to design the production well. The completed well is 700 feet deep with 250 feet of screen and produces over 2,900 gpm of water that meets SPID's expectations for water quality. The well has a specific capacity of 17 gpm/foot of drawdown. BC&A equipped the well at 2,500 gpm with a vertical turbine pump and a 700 HP motor operated on a VFD. Building design considerations for large electrical and mechanical equipment stored in the pump room were given so that the District could remove and service large pieces of equipment if necessary. All services were provided with in-house staff to streamline the process and meet the needs of SPID.





Reference: Brett Palmer, Manager
Email: bpalmer@stansburywater.gov, **Phone:** 435-882-7922

John D. Stillman Well, Herriman City – This project consisted of source protection permitting, exploratory test well design and construction, and field design and construction of one large diameter production well for Herriman City. BC&A prepared design plans and specifications and provided construction management services for the exploratory borehole drilling and production well construction. We obtained DDW approval for the PER, well plans, and specifications. During exploratory drilling we recommended the well be deepened due to identified additional aquifer depth. Geophysical and lithologic logs were used to design the production well. The completed well is 820 feet deep with 500 feet of screen and produces over 3,000 gpm of water that meets Herriman's expectations for water quality. The well has a specific capacity of 35 gpm/foot of drawdown, which far exceeds the efficiency of other city wells in the same area.

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BC&A equipped the well at 3,000 gpm with a vertical turbine pump and a 700 HP motor operated on a VFD. An exterior generator with sound attenuation was also designed in an outdoor CMU block enclosure. The design included modeling for surge events and designing a 750 gallon surge tank stored inside the building. Building design considerations for large electrical and mechanical equipment stored in the pump room were given so that the City could remove and service large pieces of equipment if necessary. All services were provided with in-house staff to streamline the process and meet the needs of Herriman City.

Reference: Justun Edwards, Director of Public Works, **Email:** jedwards@herriman, **Phone:** 801-446-5323

Murray Park and 45th Wells, Murray City - BC&A provided engineering design and construction management for the replacement of the ageing Park and 4500 South Wells in Murray City. Due to significant downhole issues and declining performance, both wells were evaluated and recommended for replacement. The new wells improved efficiency, eliminated sanding problems, and enhanced water quality. Final designs included pump stations with treatment systems, backup generators, and full mechanical, electrical, and structural components. The Park Well was drilled to 600 feet with a submersible 1,200 gpm pump, while the 4500 South Well reached 955 feet with a vertical turbine pump of the same capacity.



Reference: Joe Goodman, Water Distribution Supervisor, **Email:** jgoodman@murray.utah.gov, **Phone:** 801-270-2458





Well No. 17 – GHID - BC&A provided engineering, design, and construction services for a 20-inch, 1,260-foot deep municipal well equipped with a 3,000 gpm vertical turbine pump, a 350 HP motor, and a Variable Frequency Drive (VFD). The project included the design and installation of an on-site hypochlorite chemical feed system for water treatment. Additionally, hydrofluorosilicic acid treatment was implemented using a bulk tank, metering pump, day tank, and all components required to meet state environmental regulations. The 1-acre site was thoughtfully developed with xeriscaping, fencing, stormwater detention, and sewer/stormwater pipeline infrastructure. A well house was constructed and outfitted with an external backup generator designed to meet stringent neighborhood noise requirements. Close coordination and communication with nearby residents were essential to the project's success.

Reference: Victor Narteh, **Email:** v.narteh@GHID.org, **Phone:** 801-968-3551

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SECTION 3: PROJECT UNDERSTANDING, SCOPE, AND APPROACH

The City is currently in need of a new culinary public supply well. The proposed Dixie Well will be located on the south side of the City between I-15 and Utah Lake in the new Dixie development. The City desires the new well to produce between 2,500 to 3,000 gpm to augment their current culinary water system. The project includes the design, drilling, and construction of the well and the well equipping design and construction of the pump station. BC&A understands that the City has acquired and is applying water rights to the proposed location and water rights assistance is not included as part of this scope.

KEY ISSUES

Schedule Impacts/Concerns. The RFP states that the City desires to have the well operational in the mid-2027 season. We have put together an aggressive schedule to facilitate this requirement. There are a few things that are out of our control related to the schedule such as well driller availability, water right challenges, and a building permit review. Fortunately, many well drillers are currently looking for work, so your project will likely fit seamlessly into their schedules. Early coordination with the City building department is critical to maintain the anticipated schedule. To expedite the schedule, we propose to drill the well and produce the well equipping design in conjunction with each other. The schedule has the 90% and final design portions of the well equipping tasks taking place after the well has been completed. The purpose of waiting to finalize the design until the well is completed is so that we can limit any redesign work. Performing the system hydraulics, selection of the final pipe sizes, and selection of the pump will be the only items remaining to finish the design and get it submitted to the DDW. Finaly, working with the public is critical to holding the schedule. We will work with the City to coordinate public meetings to discuss the project and help the neighbors understand the process.

Corrosion Concerns. Wells and conveyance infrastructure (pipelines) are experiencing corrosion issues along the Wasatch Front and around Utah Lake within the area around the Dixie Well. This is likely attributed to shallow groundwater, clay soils, poor shallow water quality, and aquifer head differentials. We will utilize information such as the geophysical logs (resistivity) from the pilot borehole, water quality samples from zone testing, soil samples and analysis of the pipeline alignment/foundation of the structure, and a utility search (gas lines and power lines) to identify corrosion sources and implement the appropriate method of corrosion mitigation. This will provide the City with assurance that the system and well will be reliable with no interruptions for many years. Others may suggest constructing the well fully out of stainless steel to avoid corrosion issues, however, this creates other obstacles such as extremely rapid corrosion on any metal that is connected to, but not made of SST, and corrosion of SST when areas of metal surface becomes de-aerated that will likely be challenging to remediate down the road. Our in-house corrosion expert, Ryan Egbert, is one of the few CP level 4 (highest certification) certified corrosion engineers in the state of Utah and the only one focused exclusively on the water industry. Ryan's mentor, Jeff Mattson,



Well casing corrosion

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who also is employed by BC&A, is a CP level 4 corrosion engineer. What does this mean for you? It means your infrastructure is in the hands of professionals who are passionate and experienced in maximizing your well's service life and performance. We will recommend and employ the very best and cost efficient corrosion protection to protect your important infrastructure.

Previous Work and Experience with City. In 2018, Bowen Collins & Associates performed a Well Siting Evaluation for the siting of a new well for the City. The evaluation identified that the area south of I-15 would produce upwards of 3,000 gpm for a new well. There are currently no deep sources in the area, however, well logs of existing wells within the City to the northeast and in surrounding cities adjacent to Utah Lake suggest that good quality and quantity of water is available below approximately 450 feet. Wells completed in a similar proximity to Utah Lake at the Geneva Steel site for Central Utah WCD have shown to be of high capacity/production though variable water quality has been experienced. Based on our previous work on siting the well, we can hit the ground running without performing a well siting report.

Borehole Analysis and Drilling Techniques. Geophysical logging is a critical element phase of the well design process. Our experience with many types of geophysical logs and their capabilities and our hydrogeological background provides the best approach for selecting zone test locations and ultimately the final well design. Geophysical logs, particularly the caliper logs, provide critical information for the design and construction of the well for items that include the grout seals, screen areas, and gravel pack design and installation. Wells completed in a similar proximity to Utah Lake at the Geneva Steel site experienced issues during the surface casing installation. We understand that issues occurred because caliper logs were not completed which may have contributed to the ground settlement that occurred around the well heads. The amount of grout installed may not have been enough to fill potential washouts / voids created during the drilling process, allowing the formation to collapse over time. BC&A has extensive experience with downhole analysis techniques to ultimately design the best well possible for the City. Additionally, zone testing helps decipher aquifer properties and concerns. We have been designing and performing zone tests on municipal wells for over 22 years up to depths of 1,900 feet below ground level to provide high quality water. The main use for zone testing here in Utah is for Total Dissolved Solids (TDS), arsenic, iron, manganese, and head differentials of aquifers. The CUWCD wells have shown large head differentials that not only create commingling of aquifers, but it also creates ripe conditions for downhole corrosion and erosion. We will bring our knowledge and experience to the City during this phase of the project, particularly exploring below the depth of wells completed in the area.

Mitigation of Noise Caused by Pump and Generator. Close proximity of the well to neighbors on all sides creates a unique challenge in providing noise reduction features. BC&A has designed many pump stations in neighborhoods where this becomes a determining factor for success. We understand that residents do not want to hear the pump, generator, or other related sounds disturbing them at various times of the day or night. BC&A proposes to reduce noise levels by designing as a minimum the following: minimal wall and roof penetrations; reduced size ; grouting the masonry block walls solid; furring the interior walls of the pump house and adding insulation and gypsum board; double gypsum board on the ceiling suspended by spring isolation dampeners with insulation above; and acoustical doors. An added benefit of the pump room sound control improvements is greater building energy efficiency. To minimize the noise from the generator, we propose to specify a generator with a custom sound enclosure which has the ability to reduce sound to 50-60 decibels. Additionally, a three-sided CMU block enclosure can be provided with sound panels to dampen the sound. The block enclosure will extend high enough for the sound to dissipate into the air above. As an option, the enclosure could surround the generator on all four sides with acoustical doors for access.

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Mitigation of Noise Caused by Well Drilling. Large diameter municipal drilling projects are a continuous 24/7 operation that produce sporadic low and high frequency noises and unsightly conditions (equipment, lighting, etc.). Typically, drilling projects in high density housing locations employ engineered sound panels to mitigate the noise and visual concerns. Sound wall heights vary between 16 feet and 40 feet and are dependent on the adjacent structures/ concerns near the site. Two-story homes exist to the west directly adjacent to the site and three-story townhomes exist to the north and northwest of the site. A minimum soundwall height of 24-feet will likely be required to prevent nuisance noise from disturbing the neighbors and to comply with the City ordinance. We have dealt with similar limitations on previous projects and provided specifications in the bid documents requiring the drilling contractors to provide the appropriate engineered temporary soundwall and monitoring during the drilling phase of the project with great success.





Soundwalls used in previous projects.

Special Inspections. Current building codes require special inspections for soils, masonry, and concrete elements of the project. We have designed many well house projects together as a team and can do so in an efficient manner. Our Construction Project Representative, Brian Mecham, is also a certified special inspector and will perform the special inspections for the soils, masonry, and concrete for the project.

In-House Services and Coordination. BC&A has the experience and the professionals needed for this important project for all permitting, environmental, structural, mechanical, civil and electrical design related work. Having these professionals in-house allows us to streamline our designs and closely coordinate between disciplines. Our team is accustomed to communicating closely with each other, which will allow us to provide you with more responsive and readily accessible information. The team we have proposed for your project is the same team we have used on virtually all the past well design projects we have designed over the past 10 to 15 years. This means we bring you the most efficient team all under one roof to serve your needs and the team that understands what the City is looking for. It is extremely important that there aren't any holes in our design and as a team working closely together, we fill those holes where others might miss out on this communication.

SCOPE OF SERVICES

As was stated earlier, BC&A provided the City with a full scope and fee to assist with the design and construction of the Dixie Well prior to the release of this RFP. From our in-depth review of the scope provided with this RFP, it is clear that the items we had listed in our earlier scope have been incorporated into this RFP and additional needs have been identified by the City. As such, we do not take any exceptions to the scope outlined in the RFP.

Rather than restate the scope items in the RFP, we have elected to focus on how we can help you achieve your goals with this project.

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Phase 1 – Well Drilling and Evaluation

We believe Phase 1 as shown in the RFP outlines a detailed approach to completing the well drilling construction and testing portion of the project. Our approach would add/eliminate the following items to streamline the schedule and reduce costs.

- Eliminate well siting study.
- Include pre-qualification of drilling contractors.
- Eliminate the exploratory drilling and incorporate a single phased approach with a pilot hole with zone testing. The zone testing will indicate the final design depth and the pilot borehole will be reamed out to the designed depth.
- The use of surface geophysical surveys at this location can be eliminated from the scope because the lithology underlying the site is not going to vary enough to select one location on the parcel over another. Site layout and source protection limitations will be the main factors in the final well location.

BC&A is anticipating providing part-time construction field services as outlined in the RFP at 20 hours per week. The design period (design/permitting/bidding) for the drilling is anticipated at 2 months and will not require construction oversight during that time. Approximately four (4) additional months are required for the construction period services are anticipated totaling about 6 months for Phase 1. One additional month will be required for final report preparation (well completion report and DWSP).

Phase 2 – Well Equipping Design

With respect to the Phase 2 scope of work, we believe the following items will not be required or will be provided in a different phase of the project.

- Potholing of existing utilities
- Environmental documentation
- Inspection services will be provided in Phase 4
- Pre-construction and Progress meetings will be provided in Phase 4
- Well video will be provided in Phase 1

Although not specified in the RFP, we recommend that the City consider having a surge analysis performed to protect the pump station valving and piping in a surge type event.

Phase 3 – Well House Bidding

With respect to the Phase 3 scope of work, we believe the items listed in the RFP adequately incorporate our recommended level of effort to support the City during the bidding process.

Phase 4 – Well House Construction Services

With respect to the Phase 4 scope of work, and as seen in the anticipated construction schedule, we believe a reasonable construction period to equip the well and construct the pump house will be approximately 9-months. During this time we do not expect to need a full 20 hours per week of inspection services. We have assumed that at the beginning of construction and at other times during the 9-month construction period, our inspection involvement will not be required since the City will be the primary inspectors for

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the project. With this understanding, we have assumed an active construction period of 6 months where BC&A would need to be involved in the inspections at 20 hours per week.

Excluded Items

It is understood that the following services are not included in this design phase of BC&A's scope but can be provided separately if desired by the City:

- Prequalification of Bidders for the pump house
- Pre-Purchasing of equipment
- Surge Analysis of the water system at the well site

Risk Assessment and Mitigation Strategy

There are currently no large diameter production wells completed within one mile of the proposed Dixie Well that are deeper than 280 feet. This creates challenges and uncertainty with the hydrogeologic conditions at the project site to the depth proposed for a completed well. However, based on large production wells completed near Vinyard (Geneva Steel) and Saratoga Springs, the likelihood of success is high for a successful project.

The largest interruption to the project in permitting will likely be the water right change application. If the water right is not in place, the Division of Drinking Water will not approve the specs or PER, and the driller will not be able to obtain a start card to drill the well. Assuming the water right is in place, submitting the specifications and PER to DDW for review and approval while bidding the drilling portion of the project will be key to keep with the proposed schedule.

Site access may also pose challenges due to narrow roads, particularly at the adjacent roundabout. The east approach via 620 South is the most feasible route for large equipment. As pointed out as a key issue, sound levels during the drilling phase of the project will likely be problematic for the adjacent homeowners. This can be drastically reduced by upfront coordination with the homeowners prior to driller mobilization, and the most critical, the installation of temporary soundwalls around the drilling operation.

Finally, to meet the proposed schedule, the well equipping design will need to occur during the drilling construction and testing period. This approach avoids delays after well completion and allows fine tuning of the final equipping design, saving time and ensuring continuity.

SECTION 4: PROJECT SCHEDULE

A preliminary project schedule is presented below. The project schedule will be updated after the project kickoff meeting. At this time, we believe this is a realistic schedule to complete the Well and pump station, including permitting and construction portions of the project. The actual schedule will be dependent on a number of unknowns and factors outside of our control. This could include items such as the following: the time frame for regulatory review and approval (well and pump station), availability of drilling contractors and general contractors, and the actual depth, size, and type of well required, lead times and delays for pumping equipment and electrical equipment, etc. **On the following page, you will find our proposed project schedule.**

Attachment: Agreement for Engineering Services_Dixie Well_updated (Dixie Well Engineering Design Agreement Approval with Bowen Collins

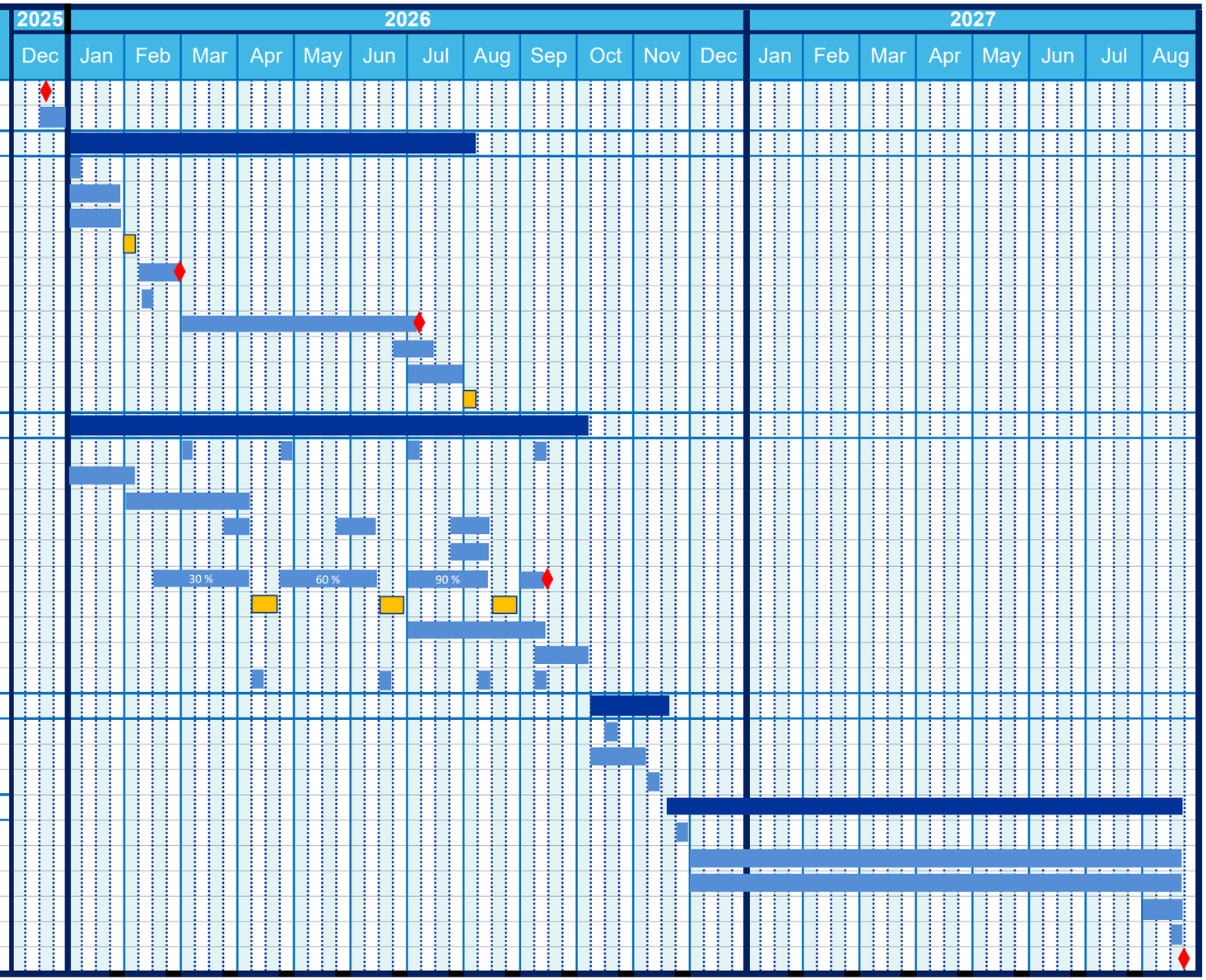
DIXIE WELL PROJECT

AMERICAN FORK CITY

LAST UPDATED: November 17, 2025

BOWEN COLLINS & ASSOCIATES

	TASK NAME	DATE/ DURATION
	Award of Consulting Contract-Notice to Proceed	18-Dec-25
	Contract Preparation	2 Weeks
1	**WELL DRILLING AND EVALUATION**	**29 Weeks**
1-1	Kickoff Coordination Meeting and Site Visit	1 Week
1-2	Preliminary Evaluation Report (PER)	4 Weeks
1-3	Well Design, Tech Specs and Bid Documents	4 Weeks
	Review Period	1 Week
	Bid Period	3 Weeks
	Construction Cost Estimate	1 Week
1-4	Construction Administration & Oversight During We	17 Weeks
1-5	Production Well Documentation	3 Weeks
1-6	Drinking Water Source Protection Plan (DWSP)	4 Weeks
	Review Period	1 Week
2	**Well Equipping Design**	**37 Weeks**
2-1	Progress and Coordination Meetings	4 Weeks
2-2	Site Survey & Geotechnical Investigation	5 Weeks
2-3	Preliminary Site Layout and Requirements	9 Weeks
2-4	Corrosion Protection	8 Weeks
2-5	Hydraulic Evaluation	3 Weeks
2-6	Design Drawings	22 Weeks
	Review Period	6 Weeks
2-7	Contract Documents	10 Weeks
2-8	DDW Submission	4 Weeks
2-9	Engineering Opinion of Probable Cost	4 Weeks
3	**WELL HOUSE CONSTRUCTION SERVICES**	**6 Weeks**
3-1	Pre-Bid Conference	1 Week
3-2	Bidder's Questions	4 Weeks
3-3	Bid Evaluation	1 Week
4	**WELL HOUSE CONSTRUCTION SERVICES**	**36 Weeks**
4-1	Pre-Construction Conference	1 Week
4-2	Construction Period Services	35 Weeks
4-3	Construction Observation	35 Weeks
4-4	Construction Documentation & Project Closeout	3 Weeks
	Well Start-Up	1 Week
	Final Completion	15-Aug-27



*Note: We have assumed the well drilling schedule shown means the well drilling contractor will be ready to begin construction at the time shown. We also estimate that the well equipping schedule shown is based on the availability of equipment with minimal lead time issues.

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APPENDIX A

RESUMES

Attachment: Agreement for Engineering Services_Dixie Well_updated (Dixie Well Engineering Design Agreement Approval with Bowen Collins

KEITH LARSON, P.E.

PRINCIPAL IN CHARGE

BOWEN COLLINS & ASSOCIATES



DISTINGUISHING QUALIFICATIONS

- Recognized in the region as a leading expert in water, wastewater, and storm drain master plan and impact fee studies
- Project manager for the planning, design, and construction management of a wide variety of water, wastewater, and storm drain related projects including over 500,000 feet of new pipeline.
- Extensive experience with hydraulic and hydrologic computer modeling applications
- Detailed training and experience in the evaluation and design of hydraulic surge protection facilities
- Capable of providing unique engineering insight in the areas of asset management and utility finances

EXPERIENCE

Master Planning - Mr. Larson has extensive experience in the master planning of water facilities. He has served as Project Manager or Principal in Charge on water master plans for most of the largest and most complicated water systems in the state including: Salt Lake City, Provo, Orem, Lehi, Sandy, Washington County WCD, Jordan Valley WCD, and Weber Basin WCD. In each of these projects, his work included master planning activities such as network system development, model calibration, population growth and development projections, recommendations for capital improvements, energy optimization, asset management, cost estimates, project scheduling, and training.

Design - Mr. Larson has served as project manager on many water pipelines:

- ***East-West Aqueduct (Salt Lake City)*** **–** 40,000 LF of 48-inch welded steel pipe including 4 major flow control vaults.
- ***Southwest Groundwater Project (JVWCD)*** **–** 35,000 LF of 10- to 24-inch PVC feed water pipe and 110,000 LF of 18-inch HDPE byproduct disposal pipe
- ***Waterline Replacement Projects*** **–** Project manager for more than 250,000 LF of waterline replacement projects.

In addition to pipeline design, Mr. Larson also has experience in the design of other water-related facilities:

- ***6200 South Pump Station (Kearns Improvement District)*** **–** A new 12,500 gpm culinary water pump station with surge protection facilities.
- ***Gillespie Weir House and Pump Station (Provo City)*** **–** A hydraulic control structure and 4,000-gpm pump station on the primary source for Provo City.
- ***Hydraulic Surge Protection Facilities*** **–** Evaluation and design of hydraulic surge protection facilities for numerous pump stations: Boothill (Park City), Green River (Uintah WCD), Lost Creek Canyon (Mountain Regional SSD)

EDUCATION

M.S., Civil and Environmental Engineering, University of California – Davis

B.S., Civil and Environmental Engineering, University of Utah

PROFESSIONAL REGISTRATION

Professional Licensed Engineer – Utah

American Water Works Association – Management Development Committee

AWWA Manual Committee, M1 Principles of Water Rates, Fees and Charges

AWWA Manual Committee, M36: Water Audits and Loos Control Programs

AWWA Manual Committee, M5 Water Conservation Programs

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CHRIS DEKORVER, P.G.

SENIOR HYDROGEOLOGIST

BOWEN COLLINS & ASSOCIATES



DISTINGUISHING QUALIFICATIONS

- Twenty-Two years of experience in field management for deep water well drilling operations including planning, permitting, and design
- Design and construction management for over 60 municipal production wells
- Experience with numerous groundwater and solute transport computer models, including MODFLOW, MODPATH, MT3D, and GWVistas

EXPERIENCE

Chris is a senior hydrogeologist and project manager who has performed well siting evaluations for new production wells, providing conceptual well designs, estimating production rates, and providing optimal locations for the requirements of the client. His work results in comprehensive evaluations of existing hydrogeologic information, potential site conditions and constraints, permitting requirements, and creating geologic cross sections from Utah Water Rights Driller Completion Reports.

He has performed large water supply well design, completion report preparation, and proposal and cost estimate preparation for many hydrogeologic projects. He has managed, interpreted, observed and logged deep borehole reverse and direct rotary drilling to depths of 3,000 feet, well installation up to 24-inch diameter and performed aquifer performance testing on dozens of groundwater resource projects.

REPRESENTATIVE PROJECTS

Groundwater (New Wells):

- *Murray City*, Park and 4500 South Wells, Murray, Utah
- *Town of Stockton*, Soldier Canyon Well, Stockton, Utah
- *Cedar City,* BLM South Well, Cedar City, Utah
- *Jordan Valley WCD,* Southwest Groundwater Project, West Jordan, Utah
- *Granger-Hunter Improvement District,* Well No. 17, West Valley City, Utah
- *North Logan City,* Green Canyon Well #5, North Logan, Utah
- *Provo City*, 4800 North Well, Provo, Utah
- *Cedar Hills,* Cottonwood Well, Cedar Hills, Utah
- *Virgin Valley Water District,* Well No. 27A, 26A, 35, 36, Mesquite, Nevada
- *Ogden City,* Airport REPL-1 Well, Ogden, Utah
- *American Water,* HAFB Well No. 8, Hill Air Force Base, Utah
- *Herriman City,* John D. Stillman Well, Herriman, Utah
- *Farmland Reserve Inc.,* EVA No. 1 Well, Elberta, Utah
- *Perry City,* Well No. 5, Perry, Utah

EDUCATION

B.S., Geological Engineering, University of Utah

PROFESSIONAL REGISTRATION

Professional Licensed Geologist – Utah & Idaho

Utah Groundwater Association (UGWA) – Utah, Board of Directors, Treasurer

National Groundwater Association (NGWA)

CERTIFICATION & RECOGNITION

Wetland Delineator Certification Program

HAZWOPER 40-Hour

MSHA – Part 48 Surface

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ERIC NEIL, P.E.

PRINCIPAL ENGINEER/PROJECT MANAGER

BOWEN COLLINS & ASSOCIATES



DISTINGUISHING QUALIFICATIONS

- Principal of Bowen Collins & Associates since January 2021
- Twenty years of experience in well equipping design, water pump station design, sewer lift station design, site civil design, utility design, hydraulic design, and other civil engineering disciplines.
- Serves as the current Wendover City Utah, City Engineer

EXPERIENCE

Mr. Neil has 20 years of civil engineering design experience with a vast knowledge of designing complex large projects. These projects include drinking water well and pump house designs; secondary and sanitary sewer pump station designs; water, sewer and storm sewer pipeline designs; roadway design; site civil planning and design; water reservoir designs; hydraulic modeling; and hydrologic and hydraulic studies and reports.

RELEVANT PROJECTS

Mr. Neil has been working alongside municipalities, water districts, and others for the past 20 years on projects such as the following:

- Well 5 for Stansbury Park Improvement District.
- Park Well, 45th South Well, McGhie Well, Winchester Well, 9th East Well, Bair Well, 360 Well, 500 East Well, Whitmore Well, Millrace Well for Murray City.
- White Hills Well, and Well 7 for Eagle Mountain.
- 4800 North Well Project for Provo City
- Well 17 for Granger Hunter Improvement District.
- Stillman Well for Herriman City.
- Airport Well for Odgen City.
- Well No. 3, Well No. 4, and Veterans Park Well for West Jordan City.
- Green Canyon Well 4 for North Logan City.
- Well 3 for the International Power Service in Delta, Utah.
- Well 27A for Virgin Valley Water District in Mesquite, Nevada.
- Old Pinery Well, Camp Mutual Dell Well, Indianola Well,
- Hidden Lake Well and Bloomington Well for Powder Mtn Ski Resort.
- Victory Ranch Well for Jordanelle Special Service District.
- Etienne Way Well, Murray Holladay Well for Jordan Valley Water District.
- Soldier Canyon Well #2 for the Town of Stockton.
- and many other pump station design projects.

EDUCATION

M.E., Civil & Environmental Engineering, Utah State University

B.S., Civil Engineering, Utah State University

PROFESSIONAL REGISTRATION

Professional Licensed Engineer – Utah, Idaho

American Public Works Association- Utah Chapter

Utah City Engineers Association

ACEC Local Government Committee

Mr. Neil brings extensive expertise in system hydraulics and pumping systems, consistently delivering cost-effective, practical solutions tailored to client needs. His broad experience across diverse pump-related projects has built a deep knowledge base, enabling him to offer informed, reliable recommendations. This comprehensive understanding sets him apart as a well-rounded project manager who ensures every element of a project aligns for successful execution.

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RYAN EGBERT, P.E.

CIVIL AND CORROSION ENGINEER

BOWEN COLLINS & ASSOCIATES



DISTINGUISHING QUALIFICATIONS

- Professional Corrosion Engineer and Certified CP Specialist (CP4)
- Experience planning and designing corrosion mitigation systems, including water wells, water conveyance, and other water infrastructure
- Experience designing and evaluating dozens of corrosion prevention systems that included test stations, anode wells, rectifiers, joint bonds, protective coatings, materials selection, corrosive soil evaluations, etc.
- Experience integrating corrosion prevention systems into complex piping network systems, pump stations, interconnection vaults, tanks, and wells
- Experience assessing water infrastructure corrosion and analyzing cathodic protection alternatives, including cost estimate comparisons, cost-benefit returns on wells, and long-term impacts for cities

EXPERIENCE

Mr. Egbert has eight years of experience on engineering teams involving planning, design, and construction management of corrosion protection systems on water projects. The types of cathodic protection projects that Mr. Egbert has worked on include impressed current cathodic protection systems, galvanic cathodic protection systems, corrosion monitoring test stations, corrosion assessments, protective pipeline coatings, corrosive soil testing, and addressing problems caused by metal piping being shorted to electrical grounding systems. The types of waterline projects that Mr. Egbert has worked on include conveyance pipelines, aqueducts, yard piping, and distribution pipelines; large diameter pipeline relocations, mainline valve vaults, flow control vaults, PRV vaults; trenchless pipe installation methods; condition assessment studies; construction management; wells and pump stations; and a range of water supply and hydraulic studies. Mr. Egbert is currently a project manager with Bowen, Collins & Associates working on a variety of corrosion protection and waterline projects.

REPRESENTATIVE PROJECTS

Well Corrosion Protection Services

- *Virgin Valley Water District,* Well No. 26A, Mesquite, NV
- *Jordan Valley WCD,* Murray/Holiday Road Well (4 Wells Project)
- *WaterPro,* Hidden Valley Well, Sandy, UT
- *WaterPro,* Valle di Villa Well, Draper, UT
- *Murray City,* McGhie Well, Murray, UT
- *Draper City,* Traverse Transmission Line Improvements Project
- *Central Utah WCD,* North Shore Terminal Reservoir and Pony Express Pump Station, Saratoga Springs, UT
  Orem City, Orem Water System Corrosion Training

EDUCATION

M.S., Civil & Environmental Engineering, Brigham Young University

B.S., Civil Engineering, Brigham Young University

PROFESSIONAL REGISTRATION

Professional Licensed Engineer – Utah

NACE/AMPP Cathodic Protection Specialist (CP4)

American Water Works Association (AWWA) – Young Professionals

Association for Materials Protection and Performance (AMPP) – Young Professionals

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STEPHEN COHEN, P.E., S.E.

STRUCTURAL ENGINEER

BOWEN COLLINS & ASSOCIATES



DISTINGUISHING QUALIFICATIONS

- 39 years of experience in structural design and construction.
- Project experience includes structural design and project management of many complex projects, including structures for civil projects (pump stations, treatment plants, canal projects), seismic retrofits of historic structures and schools, military projects, airport facilities, hospitals, court and federal buildings (some requiring blast-resistant construction), and design of new K-12 schools and university buildings.
- Stephen has been very active in the Structural Engineers Association of Utah (SEAU). He has served as President of SEAU (1999 to 2001) and served as the Committee Chair of SEAU's Seismic Committee (2005 to 2013). He was appointed by the Governor of the State of Utah to serve two terms on the Structural Advisory Committee to the Uniform Building Code Commission.
- Provides design for seismic bracing of non-structural elements (i.e. piping systems, duct work and MEP equipment).

EXPERIENCE

Utility/Public Facilities:

Pump Stations

- Quail to Cottam Pump Station and Pipeline, WCWCD, Leeds, Utah
- Herriman Zone 2 & 3 Pump Station Project, Herriman City, Utah
- Zone 2 & 3 Booster Pump Station, Herriman City, Herriman, Utah
- 6200 South Booster Pump Station, Kearns Improvement District, Kearns, Utah
- Herriman Zone 1 East Pump Station, Herriman, Utah
- Capital Hills to Ensign Downs Pump Station, Salt Lake City, Utah
- Zone C Booster Pump Station, Kearns Improvement District, Kearns, Utah
- Secondary Water Pump Station, South Jordan, Utah

Wells

- Well 21 Arsenic Removal, City of Caldwell, Caldwell, Idaho
- South Weber #2 Well Rebuild Project, Weber Basin Water Conservancy District, South Weber, Utah
- Stansbury Park Well No. 5 Equipping Project, Stansbury Park Improvement District, Erda, Utah
- 4th Avenue Well, SLC Department of Public Utilities, Salt Lake City, Utah
- Murray Park Well, Murray City
- Panguitch Culinary Water Well Equipping Project, Panguitch City, Utah
- Upgrade of Well No. 4 Project, City of West Jordan, Utah
- Green Canyon Well No. 4 – Equipping Project Phase 2, North Logan, Utah
- Murry Wells Reroofs/Remodels, Murry City, Utah
- 4800 North Well Project, Provo City

EDUCATION

B.S., Civil Engineering, Utah State University

M.S., Civil Engineering, Utah State University

PROFESSIONAL REGISTRATION

Professional Licensed Engineer Utah, Washington

Structural Engineers Association Utah, President (Three-year term including President Elect, President and Past President 1999-2002)

Structural Engineers Association Chairman, Seismic Committee (2005-2013)

State of Utah – Uniform Codes Commission/Structural Advisor Committee (2003-2011)

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SHANE CAVANAUGH, P.E.

ELECTRICAL ENGINEER

DISTINGUISHING QUALIFICATIONS

- Electrical engineer with over 19+ years of experience in electrical engineering design and project management
- Extensive experience performing power system studies including: fault current studies, breaker coordination studies, and arc flash studies.
- Extensive experience in all aspects of electrical safety including NFPA 70E audits and training, documented safe electrical work programs, and electrical PPE.

EXPERIENCE

For the past 19 years Shane has managed and worked on municipal water and wastewater and industrial and power generation/distribution projects. He has extensive design experience with both low and medium voltage electrical distribution systems, including design of transformers, switchgear, switchboards, motor control centers, and variable frequency drives. He also is experienced in the design of instrumentation, control, and SCADA systems. Instrumentation designs include all types of flow meters, pressure transmitters, level transmitters, and analyzers. He has incorporated the use of these instruments in the design of various control systems including PLCs, RTUs, and various other process controllers. Shane is also experienced in the design of SCADA systems including all hardware, software, communications, and integration. Shane also has significant experience with electrical safe work programs, including arc flash studies, development of documented safe work programs, lock/out tag/out, NFPA 70E, and incorporation of these elements in design. His project experience includes:

- 4th Ave. Well for Salt Lake City.
- Well 5 for Stansbury Park Improvement District.
- Park Well and 45th South Well, for Murray City.
- White Hills Well for Eagle Mountain.
- McChord Well, Sage II, Well No. 13, and Well No. 22 for American Water.
- Well No. 29 for City of Meridian.
- 4800 North Well Project for Provo City
- Well 17 for Granger Hunter Improvement District.
- Airport Well for Odgen City.
- Well No. 3, Well No. 4, and Veterans Park Well for West Jordan City.
- Well 1 and Well 27A for Virgin Valley Water District in Mesquite, Nevada.
- Etienne Way Well for Jordan Valley Water District.
- and many other pump station design projects.

BOWEN COLLINS & ASSOCIATES



EDUCATION

B.S., Electrical Engineering, Boise State University

PROFESSIONAL REGISTRATION

Professional Licensed Engineer California, Idaho, Nevada, Utah & Wyoming

NCEES Record Holder

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BRIAN MECHAM, S.E.

PROJECT REPRESENTATIVE

BOWEN COLLINS & ASSOCIATES



DISTINGUISHING QUALIFICATIONS

- Licensed structural engineer, with extensive experience in management of construction projects.
- Managed construction quality assurance programs for industrial, municipal, and commercial buildings, water treatment facilities, concrete reservoirs, pipelines, roadways, and bridges.
- Experienced in comprehensive condition assessment of concrete tanks, aqueducts, storm water, and pipelines.

EXPERIENCE

Construction Management Division Lead/Construction Manager

Mr. Mecham has 26 years of experience in design and construction of diverse projects. These projects include water treatment plants, hydraulic structures, pipelines, roadways, bridges, sewer lift stations, large water tanks, well houses, concrete, masonry, steel, and wood-engineered buildings. Listed below are representative projects that Mr. Mecham has worked on.

***Ogden Airport Well Project*,** Ogden City, Utah. The pump station project included a 20 inch 835-foot deep well with a vertical turbine 2,725 gpm pump, 700 HP motor and Variable Frequency Drive. The design included providing a tablet chlorinator and a polyphosphate treatment to address water quality concerns. The project included performing hydrologic calculations to determine storm water retention for the site and sizing of the basin. The well house included all HVAC, electrical, mechanical and structural facilities associated with the new well.

***Murray Park Well, and 4500 South Well Projects*,** Murray City. The project included two well houses and site improvements. These included a 16 inch 600-foot deep well with a submersible, 1,200 gpm pump, 150 HP motor and Variable Frequency Drive and a 16 inch 960-foot deep well with a vertical turbine 1,200 gpm pump, 250 HP motor and Variable Frequency Drive. The project sites were situated in tight locations where pedestrians were a concern. The well houses included all mechanical equipment, rooms for future fluoride and tablet chlorination system to treat the water to UDDW standards, and backup generators for each facility.

***Jordan Basin Water Reclamation Facility Project*,** South Valley Sewer District located in Riverton, Utah. Mr. Mecham prepared the engineer's estimate for the $93 million project. He wrote and evaluated the RFP for Material Testing Agency. He conducted onsite structural observations, coordinated, and supervised a team of special inspectors, and conducted project meetings.

PROFESSIONAL TRAINING

Reinforced Concrete Special Inspector, Structural Masonry Special Inspector, Soils Special Inspector, ACI Concrete Field Testing Technician Grade 1, Primavera P6, Urban Drainage Design, OSHA 10 Hour Certification, ATSSA Certified Traffic Control Supervisor, Environmental Control Supervisor

EDUCATION

M. A., Business Administration, University of Pheonix

B.S., Civil Engineering, Utah

PROFESSIONAL REGISTRATION

Professional Licensed Structural Engineer

Professional Licensed Inspecto

ICC Soils Special Inspector

ICC Reinforced Concrete Specia Inspector

ICC Structural Masonry Special Inspector

Attachment: Agreement for Engineering Services_Dixie Well_updated (Dixie Well Engineering Design Agreement Approval with Bowen Collins

JAMIE TSANDES, PLA, ASLA

PROJECT LANDSCAPE ARCHITECT

BOWEN COLLINS & ASSOCIATES



DISTINGUISHING QUALIFICATIONS

- Background and experience within landscape architecture and natural resource management, with an emphasis in environmental and watershed planning
- Expertise includes ecological design and restoration, community planning and design, parks and recreation, and water conservation methodologies
- Has extensive experience with both private and public sector projects
- Provides public relations on her projects which includes meeting with advisory groups, coordinating with neighborhoods, holding public meetings, coordinating public comment solicitation, and developing public surveys
- Uses hand and computer graphics for project illustrations and presentations

EXPERIENCE

Seegmiller Marsh Habitat Enhancements, St. George, Utah – Wildlife Overlook, Wetland and Wildlife Habitat Enhancements and Pedestrian Trails

Snyderville Basin Recreation 10-Acre Park, Utah - 10-acre community park for Snyderville Basin Recreation, artificial turf soccer fields, restroom, pavilions, native restoration, wetland delineation, construction drawings and construction management.

Provo River Water Users Association Demonstration Garden, Pleasant Grove, Utah – Waterwise demonstration garden, pergola, interpretive signage, xeriscape, landscape and irrigation design.

Confluence Park, La Verkin, Utah – Park master plan, enhancing and preserving the existing features, incorporating a new water reclamation facility, recommendations for trailheads, gathering spaces, trail connections.

1-80 Wildlife Bridge, Salt Lake County, Utah – UDOT aesthetics package, landscape and wildlife design (top of bridge), construction oversight.

Murdock Canal Trail, Utah County – 21-mile trail design, 6-trailheads, site restoration, pedestrian bridge, park design, agency coordination, construction oversight.

Greater Avenues Garden, Salt Lake City, Utah - 1-acre neighborhood park for Salt Lake City Public Utilities. Natural vegetation, meandering dry riverbed, community engagement, construction drawings.

EDUCATION

BLA, Landscape Architecture & Environmental Planning, Utah State University

PROFESSIONAL REGISTRATION

Professional Licensed Landscape Architect

MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS

ASLA, Utah Chapter, 2003 – 2005 Board Member

Utah Water Conservation Foru – 2004 through 2009 Board Member

American Planning Association

Sandy City Planning Commissioner – 2018 to curre

RECOGNITIONS

Sandy City Public Utilities Advisory Board 2024 – Present

Sandy City Planning Commissioner 2018-2024

2008 Appointed by Sandy City Mayor Dolan to the Sandy City Parks and Trails Committee

Attachment: Agreement for Engineering Services_Dixie Well_updated (Dixie Well Engineering Design Agreement Approval with Bowen Collins

Fee Proposal

American Fork City Dixie Well Project Engineering Services

Last Updated November 17, 2025

		Labor															Subtotal Hours	Subtotal Labor	Subtotal Expenses	Total Cost
		Office /Support		Technicians		Engineers														
	Labor Category	Clerical 5	Clerical 2	Tech 5	Cost. Mngr.	L. Arch.	Engr 2	Engr 4	Engr 7	PM/HG 7	HG 1	SE 3	SE 8	EE 7	EE 3	PIC				
	Staff	Skousen	Johnson	Riggs	Mecham	Tsandes	Fica	Egbert	Neil	DeKorver	Carter	Pugh	Cohen	Cavanaugh	Lake	Larson				
Phase no.	Task Description																			
1	**PHASE 1 - WELL DRILLING AND EVALUATION**																			
1-1	Kickoff Coordination Meeting and Site Visit									4	4					4	12			
1-2	Preliminary Evaluation Report (PER)	1	2							8	24					1	36			
1-3	Well Design, Tech Specs and Bid Documents	1	4	4						16	32						57			
1-4	Construction Administration & Oversight During Well Drilling	1	1			20				60	240						322			
1-5	Project Documentation	1	2							20	40						63			
1-6	Drinking Water Source Protection Plan (DWSP)	1	2							16	32						51			
	Subtotal	**5**	**11**	**4**	**0**	**20**	**0**	**0**	**0**	**124**	**372**	**0**	**0**	**0**	**0**	**5**	**541**	**$ 81,017**	**$ 1,463**	**$ 82,480**
2	**PHASE 2 - WELL EQUIPPING DESIGN**																			
2-1	Progress and Coordination Meetings	2					10		10							2	24			
2-2	Site Survey & Geotechnical Investigation								2				2				4			
2-3	Preliminary Site Layout and Requirements			20		2	30	4	2						6		64			
2-4	Corrosion Protection							50		4							54			
2-5	Hydraulic Evaluation						24		2							2	28			
2-6	Design Drawings		2	80		20	120		40			70	8	8	70	8	426			
2-7	Contract Documents	3	6			2	16		6			6	1	1	6		47			
2-8	DDW Submission						10		2								12			
2-9	Cost Estimating						20		4			2			4		30			
	Subtotal	**5**	**8**	**100**	**0**	**24**	**230**	**54**	**68**	**4**	**0**	**78**	**11**	**9**	**86**	**12**	**689**	**$ 118,444**	**$ 18,913**	**$ 137,357**
3	**PHASE 3 - WELL HOUSE BIDDING**																			
3-1	Pre-Bid Conference								4								4			
3-2	Bidder's Questions								6								6			
3-3	Bid Evaluation						4		7								11			
	Subtotal	**0**	**0**	**0**	**0**	**0**	**4**	**0**	**17**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**21**	**$ 4,211**	**$ 23**	**$ 4,234**
4	**PHASE 4 - WELL HOUSE CONSTRUCTION SERVICES**																			
4-1	Pre-Construction Conference				2		4		2								8			
4-2	Construction Period Services (includes bi-weekly progress mtgs)	5					60		120			20			40		245			
4-3	Construction Observation				520										16		536			
4-4	Construction Documentation and Project Closeout			25	4		10		12			4			4		59			
	Subtotal	**5**	**0**	**25**	**526**	**0**	**74**	**0**	**134**	**0**	**0**	**24**	**0**	**0**	**60**	**0**	**848**	**$ 143,497**	**$ 9,695**	**$ 153,192**
	TOTAL	**15**	**19**	**129**	**526**	**44**	**308**	**54**	**219**	**128**	**372**	**102**	**11**	**9**	**146**	**17**	**2099**	**$347,169**	**$30,092**	**$377,261**

Standard Expenses:
Mileage rate: $0.75/mile

Attachment: Agreement for Engineering Services_Dixie Well_updated (Dixie Well Engineering Design

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
JANUARY 13, 2026

Department Public Works **Director Approval** *Sam Kelly*

AGENDA ITEM Review and action on the approval of the contract for the 860 East 1300 South Storm Drain Project Design with Franson Civil Engineers.

SUMMARY RECOMMENDATION
Staff recommends the City Council approve the 860 East 1300 South Storm Drain Project design contract with Franson Civil Engineers. (SD2026001).

BACKGROUND
The City Council approved the award of the 860 East 1300 South Storm Drain Project design to Franson Civil Engineers on 12/9/2025. This action will approve the project contract in substantially the form presented.

BUDGET IMPACT
This action has no further budget impact beyond the approved project award on 12/9/2025.

SUGGESTED MOTION
Mr. Mayor, I move that the City approve the design contract in substantially the form as presented for the 860 East 1300 South Storm Drain Project with Franson Civil Engineers.

SUPPORTING DOCUMENTS

Agreement for Engineering Services_860 East Updated (PDF)

Attachment: Agreement for Engineering Services_860 East Updated (860 East 1300 South Storm Drain Project Design Award to Franson Civil

AGREEMENT FOR ENGINEERING SERVICES

860 EAST 1300 SOUTH STORM DRAIN PROJECT

This Engineering Services Agreement (hereinafter referred to as "Agreement") is entered into this ____ day of _____, 20____ by and between _____, with its principal place of business at _____ (hereinafter referred to as "Engineer"), and American Fork City, a municipal corporation with its principal place of business at 51 East Main Street, American Fork, Utah 84003 (hereinafter referred to as "City") (collectively referred to herein as the "Parties").

RECITALS

WHEREAS, Engineer is engaged in the business and profession of engineering services; and

WHEREAS, City desires to contract with Engineer for certain professional engineering services for this project scope of services and payment of services being identified and agreed to in the Boley Well Redevelopment Request for Proposals (the "Project RFP") attached hereto as Exhibit A and as more specifically outlined in this Agreement; and

WHEREAS Engineer has submitted to the City and the City has reviewed Engineer's Scope of Services response to the Project RFP a copy of which is attached hereto as Exhibit B (the "Engineer's Proposal"); and

WHEREAS, Engineer has the necessary expertise and experience to perform the said engineering services for City and Engineer and is properly qualified and licensed in the State of Utah; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. Term; Termination.

a. The term of this Agreement shall be from the Effective Date of this Agreement through Project Completion. "Project Completion" occurs when all deliverables outlined in the Engineer's Proposal are completed to the satisfaction of the City. The "Effective Date" shall be the date upon which all parties sign the Agreement.

b. Notwithstanding anything contrary contained herein, City may immediately terminate this Agreement for cause including material breach, ethical violations, or licensing issues. City may terminate this Agreement at any time, not constituting cause by giving Engineer thirty (30) days' written notice in accordance with the notice provisions set forth herein. Upon receipt of such notice, Engineer shall cease

all Services undertaken hereunder, except as may be necessary to provide for an orderly transition of such Services.

c. Engineer may terminate this Agreement at any time with thirty (30) days' written notice to City in accordance with the notice provisions set forth herein. In the event of termination by the Engineer, the City shall compensate the Engineer for all authorized Services performed to the date of termination, including partially completed work calculated on a pro-rata basis.

d. Upon termination of this Agreement, Engineer shall provide a final invoice to City, showing all costs incurred but unpaid, and the City shall pay within 30 days such costs, as shown therein unless disputed. Before City pays the final invoice, the Engineer shall deliver all files reports, and other materials concerning services provided, maintained or controlled by Engineer, subject to all applicable federal and state law.

2. Scope of Services. The scope of services pursuant to this Agreement shall be limited to professional and technical engineering services. Specific services shall be as set forth in the Request for Proposals attached hereto as Exhibit A.

a. All Services shall be performed in accordance with City standards, ordinances and all applicable federal and state law.

b. If the terms of this Agreement conflict or are contrary to the terms outlined in the Project RFP or Engineer's Proposal, this Agreement shall control.

3. Compensation. In consideration of the services provided to City by Engineer, City shall pay Engineer for Services rendered in accordance with this Agreement in an amount not to exceed **$146,900.00** as set forth in the Fee Scheduled attached hereto as Exhibit C.

4. Invoice; Payment.

a. For Services rendered hereunder, Engineer shall invoice City monthly for Services provided in accordance with this Agreement. Engineer shall submit monthly invoices to City showing the Services completed and the amount of compensation due. Engineer shall submit invoices for Services done in a timely manner. City shall not be required to pay for Services that are invoiced more than 120 days after it was performed.

b. City shall pay Engineer through Automated Clearing House (ACH) payments. Engineer shall complete the ACH request form furnished by the City to authorize payment. Any other method of payment must be approved by the City and negotiated before payment is requested.

c. Payment of undisputed amounts shall be due and payable thirty (30) days after the City's receipt of the invoice.

d. In the event amounts are not paid in full within thirty (30) days of City's receipt of the invoice, City agrees to pay interest at the rate of one percent (1.0%) per month on any and all unpaid balance of services, costs, and expenses.

e. In the event an amount is disputed, City shall notify Engineer in writing of its dispute within thirty (30) days. The Parties shall make a good faith effort to resolve the disputed amount. If correspondence does not resolve the dispute, the Parties or their respective representatives shall meet in person on at least one occasion and attempt to resolve the matter prior to pursuing litigation.

Attachment: Agreement for Engineering Services_860 East Updated (860 East 1300 South Storm Drain Project Design Award to Franson Civil

5. Relationship of Parties.
Engineer, its agents, and employees shall be an independent contractor performing professional and technical engineering services for the City. Nothing contained in this Agreement shall be construed to create a relationship of employer and employee, master and servant, principal and agent, or partners or co-venturers between City and Engineer. As independent contractors, Engineer, its agents, and employees shall not qualify for or receive any employee benefits from the City, including but not limited to, leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to City employees.

6. Employees and Subcontractors.
Engineer shall be solely responsible for the payment of wages, salary or benefits to any and all employees or contractors retained by Engineer in the performance of the Services under this Agreement. Engineer agrees to indemnify, defend and hold harmless City from any and all claims that may arise from the Engineer's relationship to its employees and subcontractors.

7. Standard of Performance; Licenses.
Engineer agrees and represents that it has the personnel, experience, and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Engineer shall perform the Services described herein in accordance with the standard of care required for the performance of engineering services. Further, Engineer shall maintain all required licenses, including without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Engineer shall require and ensure that all of Engineer's employees and subcontractors maintain all required licenses, including without limitation, all necessary professional and business licenses. Engineer shall perform all Services under this Agreement in accordance with the degree of skill and care ordinarily exercised by members of the engineering profession under similar circumstances and in the same locality.

8. Professional Liability Insurance.
Engineer shall maintain, at its sole expense, professional liability insurance (errors and omissions) with limits of not less than $2,000,000 per claim and $2,000,000 in the aggregate, covering any negligent acts, errors, or omissions arising out of or related to the performance of this Agreement. Engineer shall maintain professional liability insurance as described herein for the duration of this Agreement and for a period of two (2) years following final completion of services.

9. Other Insurance.
Without limiting any indemnity or other obligations of Engineer hereunder, Engineer shall, prior to providing Engineering Services, secure and continuously thereafter (throughout the term of this Agreement) carry with insurers the following insurance coverage in policies and shall furnish proof thereof satisfactory to City promptly when requested:

Worker's Compensation Insurance and Employer's liability Statutory amount

Attachment: Agreement for Engineering Services_860 East Updated (860 East 1300 South Storm Drain Project Design Award to Franson Civil

- General Liability $1,000,000/$2,000,000
- Umbrella Liability $1,000,000
- Automobile Liability $1,000,000

The general liability, umbrella, and automobile liability policies shall include provisions or endorsements naming City as an additional insured.

10. Indemnification.
Engineer specifically and expressly agrees to indemnify and save and hold harmless the City (including, without limitation, its elected and appointed officers, employees, successors, and assigns) from and against any and all demands, liabilities, claims, damages, actions, attorney fees or other cost incurred by the City and/or proceedings in law or equity (including reasonable attorneys' fees and costs of suit), to the extent caused by or resulting from any negligence, gross negligence, intentional misconduct, or under any other actionable fault of Engineer (including, without limitation, its employees, agents, subcontractors, or consultants) in the performance or failure of performance of the Services provided, or to be provided, hereunder. Nothing herein shall, however, require Engineer to indemnify, and/or save or hold harmless City or its elected or appointed officers, employees, successors, or assigns with respect to (a) the negligence, intentional misconduct, or other actionable fault of City or its elected or appointed officers, employees, successors, or assigns, or of the agents or consultants of City other than Engineer; or (b) any demand, liability, claim, damage, action, and/or proceeding not related to the Services provided, or to be provided, by Engineer hereunder.

11. Time is of the Essence; Liquidated Damages.
City and Engineer agree that time is of the essences and that, in the case of Engineer's failure to complete this Agreement within the time specified and agreed upon, City will be damaged thereby; and because it is difficult to definitely ascertain and prove the amount of such damages, it is hereby agreed that the amount of such damages shall be the liquidated sum of One Hundred Dollars ($100.00) per calendar day for each day's delay in completing this Agreement in excess of the number of working days prescribed; and Engineer hereby agrees that said sum shall be deducted from amounts due the Engineer under the Agreement or, if no amount is due, Engineer hereby agrees to pay to City as liquidated damages such total sum as shall be due for such delay, computed as aforesaid.

12 Notice.
All notices under this Agreement will be in writing and will be deemed to have been duly given if delivered personally or by a nationally recognized courier service or mailed by registered or certified national mail service, return receipt requested, postage prepaid, to the Parties at the addresses set forth below. All notices under this Agreement that are addressed as provided in this Section. If delivered personally or by nationally recognized courier service, notice will be deemed given upon delivery. If delivered by mail in the manner described above, notice will be deemed given on the date received by the recipient as reflected in the return receipt. All notices shall be directed to the Parties hereto as follows:

Attachment: Agreement for Engineering Services_860 East Updated (860 East 1300 South Storm Drain Project Design Award to Franson Civil

CITY:

American Fork City
Attn: City Administrator
51 East Main Street
American Fork, Utah 84003
Phone: (801) 763-3000

With a copy to (which shall not constitute notice):

American Fork City Public Works
Attn: Public Works Director
275 East 200 North
American Fork, Utah 84003
Phone: (801) 763-3060

ENGINEER:

_____
_____
_____
_____
_____

13. Ownership.
Engineer retains ownership of all pre-existing materials, templates, software, or methodologies. The City shall have a non-exclusive, royalty-free license to use the final project-specific deliverables for the intended municipal purpose.

14. Waiver.
Unless otherwise indicated herein, failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall not constitute a waiver of any such breach of any other covenant, agreement, term, or condition. Any party, by notice delivered in the manner provided in this Agreement, may, but shall be under no obligation to waive any of its rights and any conditions to its obligation hereunder, or any duty, obligation, or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement, but each and every covenant, agreement, term, and condition shall continue in full force with respect to any other then existing or subsequently occurring breach. To be effective a waiver must be signed by both Parties hereto.

Attachment: Agreement for Engineering Services_860 East Updated (860 East 1300 South Storm Drain Project Design Award to Franson Civil

15. Compliance with Laws and Policies.
In the performance of their obligations hereunder, the Parties shall obey and abide by all applicable laws, rules and regulations, and with all applicable ordinances, policies and procedures. Both Parties shall abide by all applicable federal and state laws, rules, regulations, and executive orders pertaining to equal employment opportunity; pursuant thereto, shall assure that no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from employment with, participation in, be denied the benefits of or be otherwise subjected to discrimination under, any program or activity performed under this Agreement; and to promptly take appropriate steps to correct any deficiency that may be found to occur in compliance with such laws and rules.

16. Rights and Remedies.
The rights and remedies of any of the Parties hereto shall not be exclusive. In general, the respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to or shall limit or affect any rights at law or by statute or otherwise of any party aggrieved as against the other party for a breach or threatened breach of any provisions hereof, it being the intention of this Section to make clear the agreement of the Parties that the respective rights and obligations of the Parties hereunder shall be enforceable in equity as well as to law or otherwise.

17. Entire Agreement.
This Agreement and the exhibits attached hereto constitute the entire agreement between the Parties on the subject matter covered herein and this Agreement supersedes any and all prior agreements between the Parties related to the services. The Parties represent and acknowledge that they have not relied on any statements or promises of any kind other than those specifically set forth in this Agreement.

18. Amendments.
This Agreement may only be amended in writing signed by each of the Parties hereto. If, as the result of legislative action or rule-making, any of the provisions of this Agreement becomes inconsistent with Utah law, the Parties will promptly meet to negotiate in good faith such amendments as may be necessary to comply with Utah law.

19. Force Majeure.
Neither City nor Engineer shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

20. Section Headings.
The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

Attachment: Agreement for Engineering Services_860 East Updated (860 East 1300 South Storm Drain Project Design Award to Franson Civil

21. Severability.
In any provision of this Agreement shall be held or deemed to be, or shall in fact be, invalid, inoperative or unenforceable to any extent, the remainder of this Agreement shall not be impaired and shall be enforced to the fullest extent permitted by law.

22. Counterparts.
This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, but all of which together shall constitute one instrument.

23. Choice of Law.
The interpretation of this Agreement and any claim or controversy arising out of or related to this Agreement shall be governed by the laws of the State of Utah. Jurisdiction and venue for the enforcement of this Agreement shall be found exclusively in the courts of Utah County, State of Utah. Each of the Parties irrevocably submits to the exclusive jurisdiction of such courts in any proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of any proceeding shall be heard and determined only in any such court and agrees not to bring any proceeding arising out of or relating to this Agreement in any other court.

24. Confidentiality and Data Privacy.
Any confidential information provided to or developed by the Engineer in the performance of this Agreement shall be kept confidential and shall not be revealed or made available to any person by the Consultant without the prior written approval of the City. This provision shall survive any termination of this Agreement. Engineer agrees to abide by and comply with any applicable federal, state or local laws, rules, regulations of policies requiring data security and privacy.

If applicable, Engineer is required to comply with the requirements of Utah Code § 63A-19-101 et seq. Government Data Privacy Act including but not limited to Utah Code § 63A-19-401.4 requiring the Engineer to handle any personal data processed or accessed by Engineer to the same extent as the City.

Engineer also understands and agrees City is subject to the Government Records Access and Management Act, Title 63G, Chapter 2 of the Utah Code ("GRAMA"), and City cannot guarantee that any information or any document or record provided to City by Engineer will not be subject to disclosure unless it is properly classified as a "protected record" under GRAMA based upon a written claim of business confidentiality under Utah Code Ann. §§ 63G-2-305 and -309 and other provisions of GRAMA. For any record provided by Engineer to City to be classified as a "protected record", Engineer must provide a written claim of business confidentiality and a concise statement of reasons and justifications supporting the claim of business confidentiality with the record when it is first submitted by Engineer to City and, if not so provided, any claim to protected record status may be deemed to have been waived and relinquished by Engineer. The City shall provide the Engineer with prompt notice of any request for public disclosure of documents marked as 'Confidential' so that the Engineer may seek

Attachment: Agreement for Engineering Services_860 East Updated (860 East 1300 South Storm Drain Project Design Award to Franson Civil

protection under GRAMA. The Parties agree to cooperate in good faith to protect confidential business information consistent with applicable law.

25. Assignment.
This Agreement may not be assigned by either party without the written consent of the other party. If consent to an assignment is obtained, this Agreement is binding on the successors and assigns of the Parties to this Agreement.

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

27. Authority.
The individual(s) executing this Agreement on behalf of, or as a representative for a corporation or other person, firm, partnership or government entity, represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of the corporation, person, firm, partnership or government entity and that this Agreement is binding upon the entity in accordance with its terms.

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

ENGINEER

_____
By:_____
Its:_____
Date:_____

AMERICAN FORK CITY

_____
Bradley J. Frost, Mayor

Date:_____

ATTEST:

_____
City Recorder

Attachment: Agreement for Engineering Services_860 East Updated (860 East 1300 South Storm Drain Project Design Award to Franson Civil

EXHIBIT A

REQUEST FOR PROPOSALS

American Fork City

Engineering and Design Services

860 East 1300 South Storm Drain Project

RFP # SD2026001

Date of Issue: October 2025

Department of Public Works
Engineering Division

Attachment: Agreement for Engineering Services_860 East Updated (860 East 1300 South Storm Drain Project Design Award to Franson Civil

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III. TERM OF AGREEMENT 4
IV. PRE-PROPOSAL CONFERENCE 4
V. SCOPE OF WORK AND TASKS TO BE COMPLETED 4
VI. PRICING/COSTS/FEES 6
VII. PROPOSAL FORMAT 6
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Attachment: Agreement for Engineering Services_860 East Updated (860 East 1300 South Storm Drain Project Design Award to Franson Civil

I. INTRODUCTION

American Fork City Public Works Engineering Division ("City") is soliciting proposals from qualified engineering firms ("Proposer") to provide full-service design and construction management for a new storm drain system.

Primary Route: Begins at an existing 54-inch pipe near 820 East and 1300 South, extending east to 860 East, then south along 860 East, and west on 1500 South. Approximately 3,300 linear feet of 60-inch pipeline. The system will connect through ROA off-road property to discharge into an existing drain west of UDOT property at 2995 W 600 N, Lindon, UT 84042. As part of the improvements, this existing culvert will be replaced with a new 60-inch by 60-inch box culvert.

Secondary Route: Starts at an existing 18-inch pipe on the south side of parcel 47:286:0004, connects to the culvert across 1500 South, and discharges to the same outfall. Installation of approximately 700 linear feet of 18-inch pipeline. The project area features high groundwater levels, flat topography, and potential wetland conditions. A site map is included at the end of the RFP document.

The selected Proposer is responsible for delivering a complete, permit-ready design package.

Scope of Services

- Topographic survey and elevation/slope data collection
- Storm drain modeling and updates to existing models
- Hydraulic analysis to confirm pipe sizing and Hydraulic Grade Line (HGL)
- Design of manholes, headwalls, end sections, culverts, and related structures
- Coordination with utility providers and adjacent property owners
- Preparation of construction documents and specifications
- Cost estimating and phasing recommendations
- Coordination with USACE for wetland mitigation permitting (if applicable or provided by the City)
- Permitting support and coordination with regulatory agencies
- Optional construction management and inspection services

Additional scope details will be outlined in the full RFP document.

Bid Submission

Bids must be submitted electronically via the Utah Public Procurement Place (U3P)/Euna platform. Bids will be privately opened and read. All project information and bidding documents are available at: https://utah.bonfirehub.com/portal/?tab=openOpportunities

10/23/2025	Ben Hunter
Date	Ben Hunter, City Engineer
10/23/2025	Sam Kelly
Date	Sam Kelly, Public Works Director

Attachment: Agreement for Engineering Services_860 East Updated (860 East 1300 South Storm Drain Project Design Award to Franson Civil

II. PROJECTED SCHEDULE FOR THE RFP PROCESS

The anticipated schedule is as follows. American Fork City reserves the right to modify the following schedule at their discretion. Any change to the Proposal Due Date will be updated on Utah Public Procurement Place (U3P), which can be found at: https://utah.bonfirehub.com/portal/?tab=openOpportunities

Activity	Date (Local Time)
Mandatory Pre-Proposal Conference	November 6, 2025 @ 2:00 PM in the American Fork City Hall Main Council Room (31 Church St, American Fork UT 84003).
Final Day to Submit Questions	November 13, 2025 @ 12:00 PM via U3P/Euna
Proposal Due Date	November 20, 2025 @ 12:00 PM via U3P/Euna
Review Committee Results	By December 4, 2025
Notice of Intent to Award	By December 8, 2025
City Council Acceptance of Award	December 9, 2025
Anticipated Notice to Proceed	By December 18, 2025

III. TERM OF AGREEMENT

The term of the agreement is from execution of a written agreement through completion of the projects design with the possibility to extend into construction. The City may negotiate unit prices for future areas based on actual work being performed.

IV. PRE-PROPOSAL CONFERENCE

Interested Proposers are required to attend the pre-proposal meeting to discuss the project and to ask questions about this RFP. Only bids from Proposers who attend the pre-proposal conference will be opened and considered for award. The pre-proposal conference will be held on **November 6, 2025 at 2:00 PM**. It will be held in-person at the American Fork City Hall Main Council Room (31 Church St, American Fork, UT 84003.) An attendance sheet will be provided to meeting attendees.

V. SCOPE OF WORK AND TASKS TO BE COMPLETED

The selected Proposer will be responsible for the following key tasks:

1.1. Site Investigation & Surveying
- 1.1.1. Kick off meeting/Literature (model) review/Data collection
- 1.1.2. Conduct topographic survey of the project corridor
- 1.1.3. Collect elevation, slope, and utility data
- 1.1.4. Identify groundwater conditions and constraints

1.2. Hydraulic & Storm Drain Modeling
- 1.2.1. Update or create storm drain models
- 1.2.2. Confirm pipe sizing and Hydraulic Grade Line (HGL)

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1.2.3. Analyze flow capacity and system performance

1.3. Design Development
- 1.3.1. Design alignment for 60" storm drain and connection to existing 54" pipe
- 1.3.2. Design alignment for 18" storm drain and connection to existing 18" pipe
- 1.3.3. Design manholes, headwalls, culverts, and other structures
- 1.3.4. Dewatering design and permit application
- 1.3.5. Coordinate with adjacent property owners and utility providers
- 1.3.6. Provide SWPPP/Environmental submittal
- 1.3.7. Address fire truck clearance and roadway impacts
- 1.3.8. Provide traffic control plan
- 1.3.9. Coordinate with city for utility potholing

1.4. Permitting & Coordination
- 1.4.1. Prepare documentation for required permits and identify responsible party for each (Consultant or City). Required permits may include federal wetland permits (USACE), local stormwater permits, State stormwater general permit (if applicable), local floodplain permits, and railroad permits. Unless otherwise stated, preparation of the Construction SWPPP (or equivalent erosion and sediment control plan), and associated permit applications shall be the responsibility of the Consultant; the Consultant shall identify the permittee on each permit and shall coordinate permit issuance timelines in the project schedule.
- 1.4.2. Coordinate with regulatory agencies and railroad authority
- 1.4.3. Support public engagement if needed
- 1.4.4. Coordinate with U.S. Army Corps of Engineers (USACE) for wetland mitigation permit application and approval (if applicable) and identify potential mitigation alternatives and estimated timelines and costs.

1.5. Cost Estimating & Phasing
- 1.5.1. Develop detailed cost estimates
- 1.5.2. Recommend construction phasing and sequencing

1.6. Construction Management Support (Optional)
- 1.6.1. Provide inspection support and respond to RFIs
- 1.6.2. Assist with contractor coordination and change orders

Deliverables

The Proposer shall provide the following:

- Preliminary Design Report
  - Summary of findings, design criteria, and alternatives
- Final Design Plans
  - Signed and stamped construction drawings (PDF and CAD format)
  - Plan and profile sheets, details, and specifications
- Updated Storm Drain Model Files
  - Digital files of hydraulic models and calculations
- Cost Estimate

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    - Itemized engineer's estimate with quantities and unit costs
- Permitting Documents
    - Applications, drawings, and supporting materials for agency approvals
- Bid-Ready Construction Documents
    - Final plans, specifications, and bid forms suitable for contractor solicitation
    - Traffic control plan
- Meeting Minutes & Coordination Logs
    - Progress Meeting/minutes, Records of stakeholder meetings, agency coordination, and design decisions

2. Risk Assessment and Mitigation Strategy: Proposers shall include a brief risk assessment identifying potential challenges specific to storm drain design and construction in the proposed location. This should include, but is not limited to, hydraulic uncertainties, permitting delays, site access issues, and coordination with adjacent developments. Proposers shall also outline proposed mitigation strategies to address these risks and ensure project continuity.

3. All project deliverables—including submittals, payment documentation, reports, and related files—must be provided as (1) searchable PDF, (2) editable native electronic files (native CAD, native office files, and native model files), and (3) GIS shapefiles for geospatial deliverables. CAD deliverables shall be Civil 3D format (DWG compatible) and comply with the following standards: Coordinate system — Utah State Plane Central Zone, NAD83(2011), US Survey Feet; DWG version 2018 or later. Hydraulic models shall be submitted in original software format with a PDF summary of assumptions, boundary conditions, and HGL profiles. As-built (record) drawings shall be provided in both native CAD and PDF within 30 calendar days of project acceptance and shall include final invert elevations, as-built notes, and georeferenced GIS shapefiles. Design and construction documents shall conform to the American Fork City Standard Specifications and Standard Details (latest edition). Submissions are required at milestones: 30%, 60%, 90%, and final completion. The materials submitted will be reviewed by the City Inspector, Engineering staff, Superintendent, City Engineer, and Public Works Director. Consultants are expected to incorporate all feedback thoroughly and in a timely manner.

   To facilitate this process, consultants are encouraged to maintain a **Comment Resolution Log** that records each comment, its status, and the corresponding response or revision. This tool supports transparency, accountability, and consistency throughout the review cycle. The City will also supply a general notes file to be included in the project documentation.

VI. PRICING/COSTS/FEES

Engineering design and estimate services will be bid and paid for by time and materials with a total not-to-exceed price for this project.

VII. PROPOSAL FORMAT

All proposals shall be formatted according to the following specifications:

A. Content and Page Limit:
   a. Proposals shall include Four labeled sections:
      1. Project Team/Experience (include references for previous projects)
      2. Project Understanding, Scope, and Approach
      3. Project Management and Communication
      4. Quality Assurance, Documentation, and Project Schedule
   b. Proposals text pages are limited to a maximum of Ten (10) letter size pages. The schedule sheet may be 11x17 if needed for readability. The font size shall be no smaller than size 12.
   c. A summary letter and single page resumes per person are not included in the page count.
   d. Provide proposed Pricing/Cost/Fees as a separate one-page (letter or 11x17) document.
      1. Proposers must submit a detailed pricing breakdown for each task identified in Section V. The breakdown must include a not-to-exceed amount for each phase and a total cap for the project. Provide priced line items and hourly rates where applicable and align costs to the following phases: Phase I — Site Investigation & Surveying; Phase II — Hydraulic Modeling & Design Development; Phase III — Permitting & Bid-Ready Documents; Phase IV — Optional Construction Management Support.

B. Submittal: Proposal shall electronically submit using U3P/Euna/ https://utah.bonfirehub.com/portal/?tab=openOpportunities

VIII. PROPOSAL SUBMISSION

By submitting a proposal to this RFP, Proposer understands and agrees to the following:

A. RFP Cancellation: This RFP may be cancelled at any time prior to the execution of a written agreement if deemed in the best interests of the City. This includes cancellation of the RFP after an award has been made, but prior to the execution of a written contract. Proposer is not entitled to recover any costs related to the preparation of the proposal due to cancellation of the RFP or withdrawal of an award prior to the execution of a written agreement.

B. Firm Pricing: All prices, quotes, or proposals are to remain firm for 120 days after the closing date, unless a different period is stated in the City's RFP. Any proposal that does not offer to remain firm for the required period may be considered non-responsive.

C. Costs: Proposers bear all costs and expenses related to this RFP including, but not limited to, preparation and delivery of the proposal, attending the pre-proposal conference, and if required attending an interview.

D. Licensing: All applicable federal, state, and local licenses must be acquired before the contract is entered into between the City and the selected respondent. Licenses must be maintained throughout the entire contract period. Persons doing business as an Individual, Association, Partnership, Corporation, or otherwise shall be registered with the Utah State Division of Corporations and Commercial Code. NOTE: Forms and information on registration may be obtained by calling (801) 530-4849 or toll free at (877) 526-3994, or by accessing: commerce.utah.gov.

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E. Changes or Modifications: Any changes or modification to the RFP will be made by written addendum. Proposers submitting a proposal based on any information other than that contained in City's RFP and any addenda, do so at their own risk.

F. Receiving Proposals: Engineering Division Selection Committee will administer receipt and opening of all proposals. Proposals will be held, unopened, in the same condition as received if delivered prior to the date and closing time designated in the RFP. After the closing time, only the identity of each Proposer will be made public. If only one proposal is received in response to the City's RFP, the Engineering Division, may recommend an award of a contract to the single Proposer if the conditions cited above are met. Alternatively, the Engineering Division may re-solicit for the purpose of obtaining additional proposals.

G. Modifying or Withdrawing Proposals: Proposer may modify or withdraw their proposals at any time prior to the closing time. Requests to modify a proposal before the closing time shall be done using U3P/Euna/ https://utah.bonfirehub.com/portal/?tab=openOpportunities

H. Rejection of Proposals: Any proposal containing significant deviations from the specifications of the RFP shall be considered non-responsive and may be rejected in whole or in part.

I. Protests: A protest regarding the RFP document shall be submitted in writing prior to the RFP closing date. All other protests shall be submitted in writing within five (5) business days after notification of the award has been sent. A protestor may file only one (1) protest after the RFP closing date. Protest letters shall specifically and completely state the facts that the protestor believes constitute error in the RFP document or the award.

J. Free and Competitive Selection: Any agreement or collusion among prospective Proposers to fix a price or limit competition shall render the proposals void, and such conduct is unlawful and subject to criminal sanction. Proposer certifies that not anyone in its firm or company has either directly or indirectly restrained free and competitive selection, participated in any collusion, or otherwise taken any action unauthorized by City Purchasing Ordinances or applicable laws.

K. Reasonable Accommodations: Reasonable accommodations for qualified disabled individuals may be provided upon receipt of a request with five working days' notice. Please contact Public Works Engineering Office, 275 East 200 North, American Fork, Utah 84003, (801) 763-3060. TTY users shall call 711.

IX. EVALUATION AND SCORING CRITERIA

Proposals will be evaluated, scored, and ranked by a Selection Committee. The Selection Committee may invite the top-ranked proposals for an interview/demonstration. The purpose of the interview/demonstration is clarification and verification of the written proposal. The Selection Committee may re-rank the proposal after the interview/demonstration. A recommendation will then be presented to the proper signing authority for consideration and approval. Ranking of the proposals will be based on the following criteria and weights:

Attachment: Agreement for Engineering Services_860 East Updated (860 East 1300 South Storm Drain Project Design Award to Franson Civil

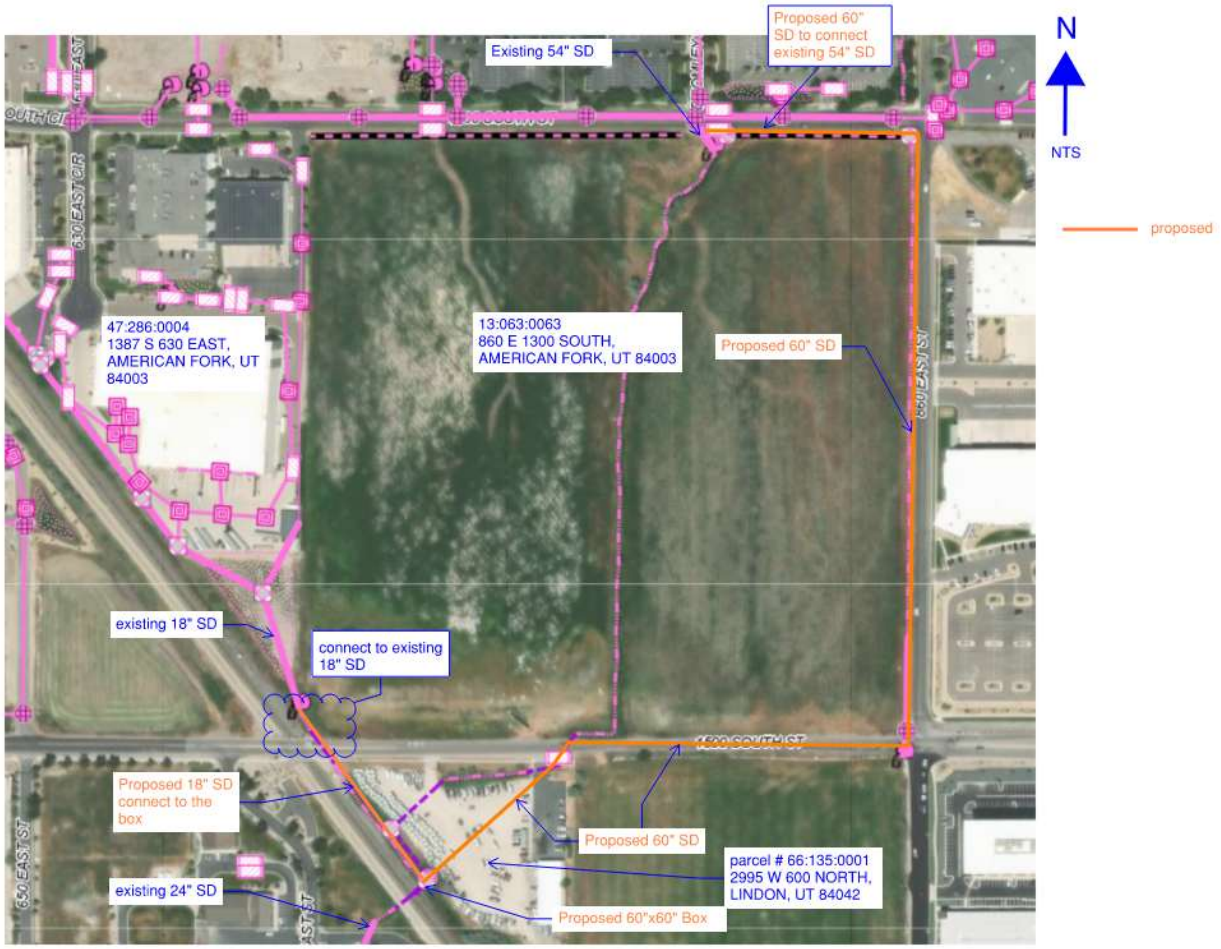
Criteria	Description	Max Points
1. Technical Expertise and Experience	Demonstrated expertise in storm water design, construction, and compliance with state and city standards. Evaluation includes relevant project history, successful prior work with the City, and qualifications of the proposed project team. Provide an organizational structure showing the proposed team and their responsibilities on this project. Provide a brief description of experience with similar projects (do not attach resumes). Include at least three (3) recent projects of similar scope that were completed by the Project Manager with contact information for a reference.	30
2. Project Approach and Methodology	Clarity and feasibility of proposed design/construction strategy, including integration, permitting, and commissioning. Describe your understanding of the scope as it is presented in the RFP document. Rather than stating commonly followed practices, focus on discussing issues and ideas that are unusual to this project and identifying unique practices of your firm to help with these tasks.	20
3. Project Management and Communication	Defined roles, schedule control, coordination strategy, and commitment to weekly meetings and inspection support. Provide a time schedule stating when the key tasks of your proposal will be completed. This section shall demonstrate the Proposer's ability to provide desired services within time frames specified and at specified levels as described in the scope of work.	15
4. Quality Assurance & Documentation	Proposed QA/QC protocols, field inspection plan, and responsibility for meeting minutes, field reports, and inspection documentation.	15
5. Cost Proposal and Value	Transparency of fee structure, justification of hours (e.g. 20hrs/week), and overall value relative to scope and municipal budget. Provide personnel names, hourly rates, hours, and total costs associated with the tasks. Hourly fees and all services are inclusive of any and all professional fees; and any and all costs the Proposer may incur, including any costs for travel time, lodging, mobilization, traffic control, meeting time, report preparation, printing, etc.	20
Total Possible Points		**100**

X. WRITTEN AGREEMENT REQUIRED

Successful proposers for this RFP shall enter into Agreement for Engineering Services with American Fork City. Any and all work awarded as part of this RFP will be performed in accordance with this agreement.

Attachment: Agreement for Engineering Services_860 East Updated (860 East 1300 South Storm Drain Project Design Award to Franson Civil

Site map



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EXHIBIT B

American Fork City
860 E 1300 Storm Drain Proposal
November 20, 2025



FRANSON
CIVIL ENGINEERS

American Fork | 801-756-0309
1276 South 820 East, Suite 100
American Fork, UT 84003

Attachment: Agreement for Engineering Services_860 East Updated (860 East 1300 South Storm Drain Project Design Award to Franson Civil

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American Fork City Public Works
Engineering Division
Attn: Ben Hunter & Sam Kelly
275 East 200 North
American Fork, UT 84003

FRANSON
CIVIL ENGINEERS

Dear American Fork Selection Committee:

We appreciate the opportunity to demonstrate our ability to complete the 860 E 1300 South Storm Drain Project for American Fork City. American Fork is a beautiful city that blends small-town charm with big-city retail and opportunity. Because of the steady growth in industry and population, there is an increased demand on existing infrastructure. Franson Civil Engineers has teamed with Jones & DeMille Engineering to provide the most qualified team of experts to assist you as you strive to meet the needs of American Fork City.

American Fork Storm Drain Projects Franson Civil Engineers has direct experience working with storm drains in American Fork. Franson Civil completed the 1120 North Storm Drain and the 300 North Storm Drain projects. These projects included design of the storm drain, working with UDOT, bid and award, and construction management services. Franson Civil also reviewed and updated American Fork City's Storm Water Master Plan and created a new storm water model. Our team is intimately familiar with the storm drain model for this project and the area. Additionally, Franson Civil has been serving American Fork City for over 20 years and has completed more than 35 projects within the city. We live here, work here, and enjoy serving the community we love.

Proximity to Project Location The project area is located right outside the Franson Civil office in American Fork. Our proximity to this project will allow us to closely monitor construction progress and will therefore result in fewer travel costs and proper compliance with specifications and agency standards during construction.

Team Qualifications We recognize that you will be receiving proposals from other highly qualified engineering firms. However, our team consists of individuals you have worked with before. Eric Franson, Lauren Ploeger, Lance Houser, Brandon Peterson, and Kyle DeVaney have all been working with American Fork for years. Eric will be working as the principal-in-charge and has completed several successful projects for the city. Lauren will be the project manager, and she has been heavily involved in the Storm Drain and Stormwater Plan updates. Lance specializes in stormwater and storm drain models. He has been the go-to resource for American Fork City when questions arise. Brandon will oversee construction management, and Kyle—who has also worked on many successful projects with the city— will use his hydrology and hydraulics expertise for the design of the storm drain. Additionally, Ricky Anderson and Jenna Jorgensen from Jones & DeMille Engineering will provide quality control, peer review, and environmental compliance.

Due to our experience working with American Fork City, storm drains, and our proximity to the project site, we will be able to save time and complete the project efficiently. Our combined team of experts looks forward to working with American Fork City as you serve your community. Contact us if you have any questions.

Sincerely,

Eric Franson, PE
Principal-in-Charge
801-756-0309
efranson@fransoncivil.com

Lauren Ploeger, PE
Project Manager
801-756-0309
lploeger@fransoncivil.com

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Firm Introduction

Franson Civil Engineers (Franson Civil) is a civil engineering firm headquartered in American Fork, Utah that is focused on providing water resource services to both private and public sector clients across the western United States. We deliver comprehensive support for water resource projects from inception through construction, including: environmental compliance and permitting, design, bidding, and construction management. We have successfully served municipalities, water conservation districts, federal and state agencies, and irrigation districts.

Water System Design We offer deep expertise in designing water infrastructure systems, including pipelin culinary water systems, hydraulic structures, wells, sewer systems, and stormwater control systems. Each pr ect includes detailed drawings, technical specifications, contract documents, and bidding documents.

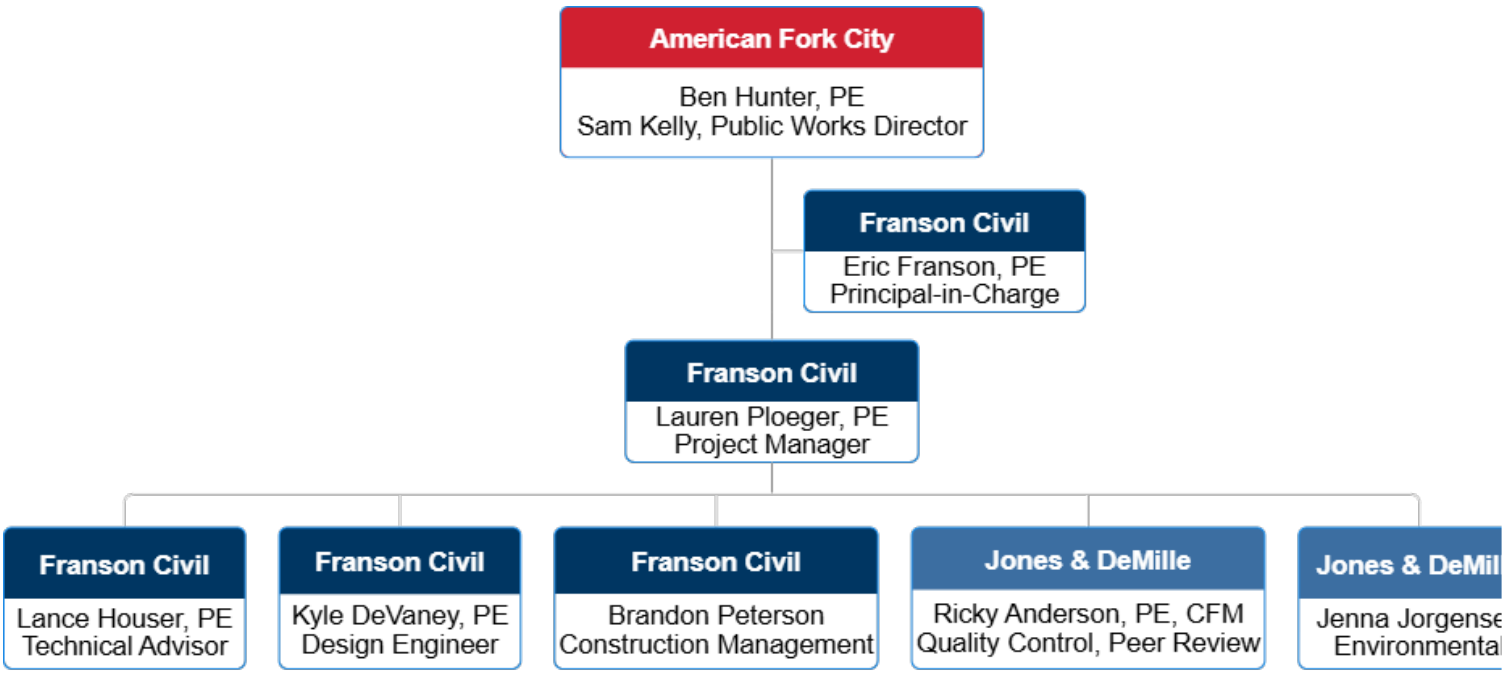
Bidding and Construction Management Upon completion of design, we support clients in managing a co petitive bidding process that complies with funding agency standards and project sponsor bylaws. When t project sponsor requests, we also oversee construction contracts and provide on-site construction observati and management services to ensure project success.

Jones & DeMille Engineering

Jones & DeMille Engineering (JDE) is an award-winning, full-service civil en neering firm with over 43 years of experience delivering stormwater, storm dra and site infrastructure solutions throughout Utah. JDE provides in-house servic including site civil design, environmental, grading, stormwater management, w ter resources, survey, GIS, permitting, and construction management, prima serving public sector clients such as municipalities, counties, and special distric Recognized for excellence and long-term client partnerships, JDE combines tec nical expertise and integrated services to deliver reliable, cost-effective infrastru ture solutions.

Project Team

Organization Chart



Attachment: Agreement for Engineering Services_860 East Updated (860 East 1300 South Storm Drain Project Design Award to Franson Civil

Eric Franson, PE
Principal-in-Charge

Licensed in UT, ID, NV, AZ
25 years experience
BS – Civil Engineering, Utah State University



American Fork City 1120 North Storm Drain **Ben Hunter, 801-763-3060**
- Oversaw the design of the storm drain system and the process of conducting internal and city reviews
- Managed the surveying, design, and bid and award processes of the project
- Performed quality control to ensure all standards and specifications were met during construction

Helper City Utility Improvements **DJ Romero, 435-650-3167**
- Oversaw the design process of storm drain, wastewater, and culinary water systems
- Worked with contractors to resolve conflicts and negotiate contract terms as challenges arose
- Communicated and coordinated with various stakeholders including the City Staff, UDOT, and regulatory age es
- Performed the warranty walk-through

American Fork Alpine Highway 8-inch Pipeline Replacement **Ben Hunter, 801-763-3060**
- Managed the design of the 8-inch pipeline and sewer add-on
- Oversaw the bidding process, including document preparation, request for bid, and answering contractor ques ns
- Communicated with American Fork City staff
- Performed site visits to verify drawings and the location of manholes

Lauren Ploeger, PE
Project Manager

Licensed in UT
26 years experience
MS – Civil Engineering, Brigham Young University



American Fork City Storm Drain Development Reviews **Ben Hunter, 801-763-3060**
- Reviewed the storm drain memorandum
- Oversaw submittals and resubmittals of documents to ensure agency comments were addressed
- Conducted weekly progress meetings and coordinated with American Fork City

American Fork City Storm Drain Master Plan Updates **Ben Hunter, 801-763-3060**
- Reviewed GIS data from the city
- Reviewed maps and project addendum
- Met with and answered questions posed by American Fork Public Works

Helper City Utility Improvements **DJ Romero, 435-650-3167**
- Worked with Helper City to administer millions of dollars in funding from multiple sources to implement i provements to the City's storm drain, water, and sewer systems
- Assisted contractors, engineers, and technical staff through the construction management of city-wide util improvements
- Coordinated with Helper City on regulatory issues from state and federal agencies and on creating a city-wi GIS database of all utilities

Kyle DeVaney, PE
Design Engineer

Licensed in UT
10 years experience
BS – Civil Engineering, Brigham Young University ID



American Fork City 1120 North Storm Drain **Ben Hunter, 801-763-3060**
- Designed a 40-foot culvert over the American Fork River
- Obtained stream alteration and floodplain permitting
- Perform quality assurance and construction management services

American Fork City CDBG Phases 7–10 **Ben Hunter, 801-763-3060**
- Gathered information about public response
- Prepared initial CDBG financial summary information report
- Oversaw chain-of-custody processes

Springville Drainage District Drain Line Location Plan **Calvin Crandall, 801-489-3572**
- Collected field data for drain line relocation
- Performed data processing for land drain survey
- Prepared design drawings

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Lance Houser, PE
Technical Advisor

Licensed in UT, ID
33 years experience
MS – Civil & Environmental Engineering, USU



American Fork Storm Water Master Plan, Updates, CIP, and MS4 Permit Compliance
Ben Hunter, 801-763-3060
- Consolidated multiple storm water models into one and incorporated the available GIS data to complete a master plan and capital improvement plan
- Guided American Fork in updating their GIS system which facilitates model updates
- Provided MS4 permit preparation and review support to American Fork city

Cache County South Canyon Pipeline - Matt Phillips, Public Works Director, 435-760-2177
- Designed and provided construction management for the installation of 1,230 feet of 54-inch RCP pipe
- Coordinated with the power and telecommunications companies, an irrigation company, and private property owners
- Managed the relocation of irrigation turnouts and pump stations, the re-alignment of the road, and the design of a retaining wall

Logan City 1000 West Sanitary Sewer - Paul Lindhardt, Public Works Director, 435-716-9167
- Oversaw and provided design guidance after an existing sewer line collapsed during the re-construction of 1000 West by UDOT
- Designed large diameter pipes for the sanitary sewer system
- Addressed dewatering issues in Lake Bonneville Clays and Silts including areas of artesian aquifer conditions

Brandon Peterson
Construction Management

Utah B-100 General Contractor
34 years experience



American Fork City 1120 North Storm Drain Ben Hunter, 801-763-3060
- Performed on-site construction observation services to ensure proper installation and successful quality assurance testing
- Communicated with the Contractor and American Fork City about the construction progress
- Documented site construction activity by photos and written progress statements

American Fork City CDBG Phases 6–10 Ben Hunter, 801-763-3060
- Conducted weekly progress meetings
- Reviewed and approved quality testing and water quality reports
- Performed construction management inspections
- Documented site activity and daily progress

Helper City Utility Improvements DJ Romero, 435-650-3167
- Performed construction management for the installation of a new storm drain system
- Performed construction management for culinary system replacement
- Performed construction management for sewer system replacement

Ricky Anderson, PE, CFM
Quality Control, Peer Review

Licensed in UT
MSE – Civil Engineering



Ricky is a water resources engineer with 15 years of experience specializing in stormwater and flood protection projects. He has worked on stormwater master plans, FEMA flood studies, roadway drainage design, and dam hydrology analyses. An expert in hydraulics and hydrology modeling, Ricky streamlines large-scale studies through automation using ArcGIS and AutoCAD to improve efficiency and accuracy.

Jenna Jorgensen
Environmental

MS – Wildlife & Wildlands Conservation



Jenna has over 23 years of experience in environmental permitting, NEPA compliance, and project management. She has led the preparation of environmental documents and permits for projects requiring coordination with federal and state agencies under the Endangered Species Act, Clean Water Act, and National Historic Preservation Act. A former wildlife biologist with the USFS, BLM, and USFWS, Jenna brings valuable federal insight that enhances communication and streamlines the NEPA process for successful, compliant project delivery.

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Beaver City West Field Storm Drain

Project Status: In-Progress
Team Members: Eric Franson, Lance Houser



Franson Civil is currently working with Beaver City to design and implement a storm drain system. In preparation for design, Franson Civil surveyed ditch alignment to generate topography models and identify potential utility conflicts. Additionally, Franson Civil generated the pipeline alignment to avoid utility conflicts and provide the desired flow capacity. Hydraulic calculations were also prepared to verify pipeline capacity.

Franson Civil has coordinated with the NRCS—the responsible funding agency—and Beaver City on utilities and integrating the pipeline into their stormwater system. The pipeline was designed to account for shallow bury depths to avoid existing utilities. Design drawings, bidding documents, technical specifications, and contract documents have been prepared.



Helper City Utility Improvements & Storm Drain

Project Status: Completed 2018
Team Members: Eric Franson, Lauren Ploeger, Brandon Peterson
Reference: DJ Romero, 435-650-3167

Awards: 2016 RWAU Most Improved Wastewater System; 2018 ACEC-Utah Engineering Excellence Grand Conceptor Award for Waste and Storm Wate

Franson Civil Engineers worked with Helper City to bring its infrastructure up to current standards and make a plan to meet future needs. Work included the installation of a new storm drain system, as the lack of one created flooding and sedimentation problems. The $10 million storm drain system included over 46,000 feet of 15-inch to 36-inch pipe, hundreds o manholes and catch basins, several outfalls to the Price River, and thousands of feet of new curb and gutter throughout the city.

Lewiston Storm Drain

Project Status: In-Progress
Team Members: Eric Franson



This project was designed as part of a larger EIS project for the Cub River Irrigation Company PL-566 Project. The Franson Civil team modeled statistical storm events to determine areas and severity of ponding/flooding. Franson Civil sized and modeled storm drain infrastructure to minimize flooding, improve flow conveyance, and reduce property damage.

The full design and implementation of the storm drain will not occur until the EIS has been reviewed, and a FONSI has been issued. The national requirements of the NRCS have been continually changing; however, our continued communication with NRCS Idaho and Cub River Irrigation Company has been critical to keeping the project moving forward.



Springville Drainage District Storm Drain

Project Status: Completed
Team Members: Kyle DeVaney
Reference: Calvin Crandall, 801-489-3572

Stormwater from Springville, Mapleton, and Spanish Fork enters D Creek, a drainage ditch in Springville, at various locations. During larg storm events, Dry Creek occasionally floods. Franson Civil Enginee prepared a stormwater master plan to help the Springville Drainag District anticipate storm flows and to make the necessary improve ments to prevent future flooding. The plan included a Capital Facil ties Plan outlining incremental improvements year by year to make D Creek a reliable storm drainage route to Utah Lake.

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American Fork Storm Drain Improvements

Project Status: Completed
Team Members: Eric Franson, Lauren Ploeger, Brandon Peterson, Kyle DeVaney
Reference: Ben Hunter, 801-763-3060



1120 North Storm Drain

As part of overall storm drain improvements in American Fork, Franson Civil designed a new storm drain system near 1120 North that included new installations as well as roadway reconstruction. Work included surveying, creating maps, collecting data, designing the storm drain system, obtaining UDOT approval for a highway crossing, preparing contract documents and technical specifications, coordinating internal and city reviews, conducting the bid and award process, performing construction management services, and preparing record drawings.

300 North Storm Drain

Another portion of the storm drain improvements was designed and constructed along 300 North and 20 West. The project included the design of 500 feet of additional storm drain lines tied into the existing sys tem on one end and an existing concrete ditch on the other end. Franson Civil also performed constructio observation services.

Annabella Town Flood Protection and Storm Drainage

Team Members: Ricky Anderson (Project Engineer), Jenna Jorgensen (Environmental)
Reference: Brent Christensen, 438-896-6571

Annabella Town experienced significant flooding that resulted in widespread flood damage to roads an residential properties. The town resides at the base of the mountains, where it is susceptible to floodin Annabella contracted with JDE to develop a stormwater master plan and implement the recommende improvements. The study included an evaluation of the off-site and on-site watersheds, which were eva uated and modeled using HEC-HMS and Autodesk's Storm and Sanitary Analysis software. The modelin process was automated and made more accurate using GIS and computer programming. The study resul ed in major and minor flood protection improvement project recommendations, including roadside swale low-water crossings, flood channels, stormwater conveyance pipelines, and two flood detention basins. Th study resulted in funding of a major flood protection project, which included two earthen flood detentio basins with controlled flow concrete outlet structures, embankment, bank armor, riprap, multiple reinforce concrete cross gutters, surface ditch, shoulder grading and armor, and a concrete emergency canal spillwa structure. Scope also included replacement of Annabella irrigation diversion structures, and sluice structur channel bank armor, HDPE irrigation pipe, along with CPE storm drainpipe.

Woodland Hills City FEMA Flood Mitigation

Team Members: Ricky Anderson (Technical Advisor), Jenna Jorgensen (Environmental)
Reference: Wendy Pray, 801-376-7978

As a result of the Pole Creek/Bald Mountain fire in September 2018, the watershed above the City of Wooc land Hills was severely impacted. To mitigate the potential post-fire flood and debris hazards, Jones DeMille was contracted by the City of Woodland Hills to work closely with the Utah Division of Emergenc Management (DEM) to acquire funding through FEMA's Hazard Mitigation Grant Program (HMGP) to fun design, and construct a $1.2 million mitigation project. The scope of services included preparing the func ing application, managing the funds, designing the flood mitigation projects, contractor procurement, an providing construction oversight services. The results of these funds allowed the City to purchase two acre of property and construct a debris/flood detention basin and channel.

Utah County Flood Protection

Team Members: Ricky Anderson (Hydraulics & Hydrology), Jenna Jorgensen (Environmental)
Reference: Ahmad Salah, 801-226-0393

As part of the Utah County EWP, a concrete diversion structure was designed and constructed at the mout of the Strawberry/Payson Canal as well as a concrete overshot structure over the canal to pass debris an flood flows over the canal. Jones & DeMille designed the structures to allow heavy equipment such as dum trucks and track hoes to cross them for ongoing operation and maintenance.

Attachment: Agreement for Engineering Services_860 East Updated (860 East 1300 South Storm Drain Project Design Award to Franson Civil

Project Understanding, Scope, and Approach

Project Approach and Scope

Site Investigation & Surveying

Conduct a LIDAR-based survey to update the existing model, define the corridor, and specify locations for potholing of existing utilities.

Request all utility data early for addition to the preliminary drawings, development of the potholing plan, and use during the geotechnical investigation.

After Blue Stakes has marked utility locations for geotechnical investigation, fly the corridor with our drone to obtain high resolution color imagery. Collect gps-based survey data at the same time.

Conduct preliminary delineation of any potential wetlands in the project area. Where at all possible, the pipeline alignment will be designed to avoid wetlands, to minimize permitting and improve constructability. Preliminary delineation helps avoid these costs.

Conduct geotechnical investigation and permeability sampling—if necessary—to a depth of at least five feet below the likely pipe excavation to identify groundwater conditions and constraints. Some data may be available from CUWCD from the construction of the 60-inch steel waterline, which may help reduce this need. See Risk Assessment and Mitigation for more detailed information.

Hydraulic and Storm Drain Modeling

Utilize the existing model—with which we are proficient. Use flows from the north side of I-15 as currently modeled for the design condition. Use existing conditions, and future zoning and development plans as design criteria.

Only update and evaluate the sub-basin south of I-15, with the inflows from the north side of I-15, that feeds this pipeline.

Use LIDAR and City GIS data, and guidance from City staff, to update the model. Where necessary, Franson Civil will inspect manholes (if easily and safely accessible) and take measurements with a level rod and survey grade gps.

Comply with design criteria from City Storm Water Technical Manual, MS4 Storm Water Management Plan, and direct input from City staff. Please note, FCE anticipates that the pipeline will be able to be downsized from the Master Plan because the storm (return frequency and duration) assumptions used for the Master Plan differ from those directed by this RFP. The differences stem from the requirements of the MS4 Permits, areas of storm flooding within the City, and the installation of numerous detention and reter tion ponds.

Focus modeling only on Technical Manual specifie condition, as this controls the pipe sizing and cor struction.

Evaluate two alignments and grades with the prima ry goal being to avoid major utility conflicts, right-o way impacts, wetlands permitting, and railroad right of way.

Verify and update the pipe size, grades, HGL, expec ed flows and capacity, and level of service based c existing Master Plan procedures, for inclusion in th C.I.P. This is critical for efforts by the City to imple ment their impact fees.

Provide the full model files to the City, as requeste (Deliverable 3).



Design Development

Prepare and submit a Preliminary Design Report (De liverable 1) in a memorandum format, focusing on fig ures and tables to include:

1. Mapping and documentation of utilities, wetland surficial geology/hydrogeology, and rights-o way;
2. Design criteria and alternatives, including plan an profiles for the main line and 18-inch line;
3. Cost opinion for each alternative to a level of de tail needed for decision making; and
4. Recommendations.

Submit design drawings at 30%, 60%, 90%, and Fin Plans (Deliverable 2).

Design all structures per American Fork Standards an Technical Specifications, supplemented by Utah Sec tion of APWA 2025 or 2017, as appropriate. Empha sis will be placed on using pre-cast structures wher reasonable to minimize construction costs and delays.

Attachment: Agreement for Engineering Services_860 East Updated (860 East 1300 South Storm Drain Project Design Award to Franson Civil

Prepare a draft dewatering permit application to assist the contractor.

Submit a traffic control plan in the plans to assist the contractor in meeting the requirements of the project and bidding.

Partner with Jones and DeMille to provide quality control reviews, wetlands and environmental permitting support, and other team support to ensure a timely delivery.

Permitting and Coordination

Coordinate with the City and regulatory agencies; and support public engagement, particularly with landowners and interested developers.

Complete wetland delineation (only if and where needed) and the NWP checklist to determine if permits for wetland impacts are required.

If applicable, coordinate with USACE and submit permits. We will recommend the appropriate NWP at that time in coordination with the Ogden office of the USACE.

Prepare land disturbance permits and SWPPP to assist the contractor in bidding the project and reduce overall project costs.

Prepare other permits as required based on the selected project alignment.

Every effort will be made to avoid railroad the rights-of-way. No permit is expected to be required as long as the existing pipe inverts at the railroad crossing are reasonably aligned horizontally and vertically with the new pipe and can be left in place. Under that condition, an outlet structure can be installed outside of the railroad right-of-way, as discussed further in the Risk Assessment discussion below.



Cost Estimating and Phasing

Submit detailed cost estimates with Measurement a Payment for this project with the 60%, 90%, and Fi Design packages. (Deliverable 4)

Obtain a contractor's review of project constructabil and cost estimates at the 60% or 90% level if desir



by the City. Franson Civil Engineers is recommendinc at the 60% level and has included it in our fee estima

Provide recommendations for construction phasi and sequencing specific to the constructability of t design.

Construction Management Support

Create construction bid documents incorporati American Fork standard bidding requirements (Del erable 6).

Submit the traffic control plan, by updating the pl submitted previously and in coordination with the cc tractor. This is typically the responsibility of the cc tractor, but has been included per the RFP and mee ings with the City Staff (Deliverable 6).

Provide assistance with bidding and contractor sele tion, including pre-construction meetings and quali cations review.

Provide construction inspection and contractor coor nation with optimal efficiency due to our office locati immediately adjacent to the project construction sit

Facilitate construction progress meetings, stakeholc updates, and agency correspondence.

Prepare and promptly distribute meeting minutes; a maintain Coordination Logs (Deliverable 7).

Project Deliverables

Follow the stated file format guidelines and expect tions.

Submit the hydraulic model (Deliverable 3).

Submit at the 30%, 60%, 90% and final completi milestones as detailed above.

Utilize a Comment Resolution Log to document the r sponse to each comment provided during review submittals.

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Risk Assessment and Mitigation Strategy

Costly and Time-Consuming Railroad Permits

Substantial cost and time savings could be realized if Railroad property, and thereby permits, can be avoide Projected flows will likely not generate enough Development Impact fees to justify the modifications a permitting associated with the Railroad crossing without seeking additional funding from UTA or UDOT part of a larger transportation effort. To evaluate options for the railroad crossing FCE will:

Verify the capacity of the crossing under the bridge prior to deciding to remove the existing steel pipes. Ra road permits can be avoided as long as the pipe inverts under the railroad crossing are reasonably align horizontally and vertically. FCE will also evaluate the feasibility of an outfall prior to the railroad box crossir The outfall just upstream of the pipes would allow the existing discharge point to be maintained until lo term rail transportation plans can be resolved.



Uncertain UDOT Plans and Easement Negotiation

Initiate contact with UDOT Region 3 immediately upon contract award to start negotiating alignment and easement agreement for the property the pipelines cross just prior to the railroad. A subsurface utility agreement will need to be initiated or amended, with an easement defined for this project.

Very Tight Utility Corridors for both Pipes and Cathodic Protection

Evaluate need for a SUE Level B (not included in cost estimate) utilizing ground-penetrating radar (GPR) to verify critical utility locations and spacing, in support of potholing (SUE Level A)—due to the prevalence of CUWCD 60-inch steel waterline, 10-inch high-pressure gas line, plastic pipes, numerous fiber optic lines, potential mismarked lines, and abandoned lines. This can significantly reduce change orders and utility relocation during construction. As price is a selection constraint, this is presented only as a risk mitigation option that could be further considered during Site Investigation.

Lengthy Permitting Timelines with Utilities

Initiate early contact with each utility company, including Central Utah Water Conservancy District, Timpan gos Sanitary Sewer District, and Enbridge (high- and low-pressure natural gas lines).

Cost of Necessary Model Updates

Draw on our team's expertise with the City's hydraulic model and knowledge of American Fork City. Tl City's hydraulic model (proposed for use) has not been been substantially updated since 2018, and contai limited surface information. We propose leveraging Lance Houser's proficiency with the model to make ge graphically limited—and, therefore, efficient— updates in the project area.

Model updates would focus on incorporating project LIDAR and recent City GIS data. Use of Autodesk Stor and Sanitary Analysis (SSA) will allow for import and export from the design to the model, and back (wi HGL). SSA is currently the best integrated tool for combining design and modeling.

FCE will model the system under the current Technical Manual conditions proposed, recognizing that tl pipe size will likely be downsized from 60-inch. This is a reasonable approach in the absence of a full mod update. City staff are updating information on sumps and detention ponds necessary for a full model u date; however, it is unlikely that the data will be available during the design phase.

Excessive Construction Costs Related to Near-Surface Groundwater Levels

American Fork's Geologic Hazards report, by RG&B, indicates the groundwater in the project area to be 0 feet below ground surface, which coincides with our experience. Franson Civil proposes, and has included a estimate in our fees, to conduct subsurface geotechnical investigation and monitoring to include soil borin at 1000-foot spacing to a depth of at least 5 feet below the expected pipe invert, with permeability testi of soils. Three piezometers would be installed and monitored through the design and construction of tl project. A geotechnical subcontractor would conduct the investigation and provide recommendations f dewatering. Franson Civil will assess the feasibility of dewatering options. As an alternative, significant da may be available from CUWCD, which may alleviate some of the test holes in areas adjacent to the 60-in steel waterline.

Attachment: Agreement for Engineering Services_860 East Updated (860 East 1300 South Storm Drain Project Design Award to Franson Civil

Water Inflow from Springs may Necessitate Wetland, Stream Alteration and/or CWA 404 Permitting

An early preliminary review of potential wetlands will be conducted, and coordination with irrigation comp nies will be initiated. USACE considers the presence of water cress to be an indication of year-round flow This will potentially trigger a definition of some of the channels as springs/streams under current rules.

Right-of-Way Constraints

Following utility mapping, Franson Civil will take a three-dimensional look at utility locations and offsets identify constructability constraints. An assessment could then be made regarding the need for, or bene of, any additional easements.

Project Management



As the Principal-in-charge, Eric will oversee design and make sure the project aligns with technical specifications. As project manager, Lauren will communicate with the project team, American Fork City, and other stakeholders consistently. She will manage the budget and timeline of the project to make sure it is progressing appropriately. Due to Lance's expertise with the storm drain model, he will be the technical advisor on this team. He will work with Lauren and Kyle to ensure that the design is cost effective and technically sound. Kyle will work on the design—especially the hydraulics—of the project with Lauren and Lance. Ricky will perform a verification of the storm drain modeling results and quality control to ensure the model is up to the standards indicated in the Technical Specifications and those of American Fork City, UDOT, USACE and other entities the project may involve. As the Environmental specialist, Jenna will handle environmental permitting and compliance with the United States Army Corps of Engineers (USACE) especially in the wetlands area of the project.

Project Communication and Documentation Protocol

Lauren will coordinate with American Fork City on a weekly basis. This will primarily take place during t weekly meeting; however, she will also be in touch by phone and email as needed. Franson Civil's Conferen Room is available and can be used for meetings as needed. It is also near the site which would allow for qui visits when applicable.

A detailed meeting agenda will be sent out to the team in advance to prepare for coordination and to faci tate the meeting. Meeting notes will be taken and dispersed to all those in attendance which will allow ea tracking of action items and responses.

A spreadsheet comments resolution log will be regularly updated. This will allow the design team membe to review it freely and keep it current. American Fork City staff will also have access to this document whi will help facilitate open communication.



Quality Assurance Protocols

Brandon Peterson will be the main point of contact to resolve que tions or concerns from design engineers, UDOT, the contractor, American Fork City. He will prepare and distribute progress mee ing minutes and conduct pre-construction and progress meetin either in the field or at the American Fork Public Works office.

Brandon will work with the American Fork City Infrastructure Ma ager and Inspector as part of the field inspection process. He w document construction progress on days he is in the field by takir photos and uploading them via Command Post. He will account f installed quantities with the Infrastructure Manager and Inspect Brandon will review contractor work, prepare the punch list, a review the application for payment. Finally, Brandon will review t Contractor redline drawings and prepare record drawings for t American Fork City records.

Attachment: Agreement for Engineering Services_860 East Updated (860 East 1300 South Storm Drain Project Design Award to Franson Civil

Task Description	2026											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Phase 1 - Site Investigation & Surveying												
Task 1. Kick off meeting/Literature (model) review/Data collection												
Task 2. Conduct topographic survey of the project corridor												
Task 3. Collect elevation, slope, and utility data												
Task 4. Identify groundwater conditions and constraints												
Phase 2 - Hydraulic Modeling & Design Development												
Task 1. Update site-specific storm drain model												
Task 2. Confirm pipe sizing and Hydraulic Grade Line (HGL)												
Task 3. Analyze flow capacity and system performance												
Task 4. Provide digital files of hydraulic models and calculations												
Task 5. Design alignment for 60" storm drain and connection to existing 54" pipe												
Task 6. Design alignment for 18" storm drain and connection to existing 18" pipe												
Task 7. Design manholes, headwalls, culverts, and other structures												
Task 8. Dewatering design and permit application												
Task 9. Coordinate with adjacent property owners and utility providers												
Task 10. Provide SWPPP/Environmental submittal												
Task 11. Address fire truck clearance and roadway impacts												
Task 12. Provide traffic control plan												
Task 13. Coordinate with city for utility potholing												
Task 14. Prepare Preliminary Design Report												
Task 15. Prepare Final Design Plans												
Phase 3 - Permitting & Bid-Ready Documents												
Task 1. Prepare documentation for required permits and identify responsible party												
Task 2. Coordinate with regulatory agencies and railroad authority												
Task 3. Support public engagement if needed												
Task 4. Coordinate with U.S. Army Corps of Engineers (USACE)												
Task 5. Develop detailed cost estimates												
Task 6. Recommend construction phasing and sequencing												
Task 7. Provide itemized engineer's estimate with quantities and unit costs												
Task 8. Compile Bid-Ready Construction Documents												
Bidding and Contracting by City												
Phase 4 - Optional Construction Management Support (20 hrs/week for 4 months)												
Task 1. Provide inspection support and respond to RFIs												
Task 2. Assist with contractor coordination and change orders												
Task 3. Progress meetings/minutes												
Task 4. Client and agency coordination												

Project Schedule

The anticipated schedule is reflected in the chart to the left. Our team is committed to completing this project in a timely manner. The schedule includes 4 phases: Site Investigation and Surveying, Hydraulic Modeling and Design Development, Permitting and Bid-Ready Douments and an optional Construction Management Support phase which would include 20 hours per week of coordination and observation for the 4 months of construction from September to December 2026.

Cost Proposal

SEE COST PROPOSAL ON THE NEXT PAGE

Client: American Fork City

Project: 860 E 1300 S Storm Drain



Eric Franson
Principal (1)
Billing Rate: $240/hr





Lauren Ploeger & Lance House
Senior Technical Manager (3)
Billing Rate: $210/hr



Brandon Peterson
Senior Field Manager (8)
Billing Rate: $145/hr



Kyle DeVaney
Staff Engineer II (9)
Billing Rate: $165/hr



Ricky Anderson
Billing Rate: $230/hr
Reflected in Other Direct Costs



Jenna Jorgensen
Billing Rate: $180/hr
Reflected in Other Direct Costs

Also included:
Senior Designer (12): $145/hr
Engineer I (14): $135/hr
Environmental Specialist I (15): $165/hr
Project Support II (16): $120/hr

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Cost Proposal	Hours By Personnel Category									Total Hours	Total Labor Charges	Other Direct Costs	Total Fee
Task Description	EF (1)	LP (3)	LH (3)	BP (8)	KD (9)	LF (12)	PA (14)	LR (15)	HG (16)				
Phase 1- Site Investigation Surveying													
Task 1. Kick off meeting/Literature (model) review/Data collection	1	4	2			2				9			
Task 2. Conduct topographic survey of the project corridor				8						8			
Task 3. Collect elevation, slope, and utility data					4	8				12			
Task 4. Identify groundwater conditions and constraints	1		2		2					5			
SUBTOTAL	**2**	**4**	**4**	**8**	**6**	**10**	**0**	**0**	**0**	**34**	**$5,760**	**$5,240**	**$11,000**
Phase 2 - Hydraulic Modeling & Design Development													
Task 1. Update site-specific storm drain model			8							8			
Task 2. Confirm pipe sizing and Hydraulic Grade Line (HGL)		1	2			2				5			
Task 3. Analyze flow capacity and system performance		1	8			8				17			
Task 4. Provide digital files of hydraulic models and calculations			1							1			
Task 5. Design alignment for 60" storm drain and connection to existing 54" pipe	1		2		4	4	4			15			
Task 6. Design alignment for 18" storm drain and connection to existing 18" pipe	1		2		4	2	4			13			
Task 7. Design manholes, headwalls, culverts, and other structures			2		12	4	4			22			
Task 8. Dewatering design and permit application		1	2			4		4		11			
Task 9. Coordinate with adjacent property owners and utility providers		2						8		10			
Task 10. Provide SWPPP/Environmental submittal		1	2					4		7			
Task 11. Address fire truck clearance and roadway impacts			1		2	2				5			
Task 12. Provide traffic control plan			1	2		2				5			
Task 13. Coordinate with city for utility potholing			1	16		4				21			
Task 14. Prepare Preliminary Design Report	1	6	8			12		12	8	47			
Task 15. Prepare Final Design Plans	2	8	8		8	24	8		4	62			
SUBTOTAL	**5**	**20**	**48**	**18**	**30**	**68**	**20**	**28**	**12**	**249**	**$40,820**	**$14,980**	**$55,800**
Phase 3- Permitting Bid-Ready Documents													
Task 1. Prepare documentation for required permits and identify responsible party		4	2					8		14			
Task 2. Coordinate with regulatory agencies and railroad authority		4	2					8		14			
Task 3. Support public engagement if needed		2		2				4	2	10			
Task 4. Coordinate with U.S. Army Corps of Engineers (USACE)		2	2					4		8			
Task 5. Develop detailed cost estimates	2		4	12	4		12		4	38			
Task 6. Recommend construction phasing and sequencing	2		2	4						8			
Task 7. Provide itemized engineer's estimate with quantities and unit costs			2	4	4				2	12			
Task 8. Compile Bid-Ready Construction Documents	2	6	16				24		8	56			
SUBTOTAL	**6**	**18**	**30**	**22**	**8**	**0**	**36**	**24**	**16**	**160**	**$26,050**	**$4,050**	**$30,100**
Phase 4- Otional Construction Management Support (20 hrs/week for 4 months)													
Task 1. Provide inspection support and respond to RFIs	4	8	10	160	10					192			
Task 2. Assist with contractor coordination and change orders	2	6		20		20			8	56			
Task 3. Progress meetings/minutes		6		20		20			6	52			
Task 4. Client and agency coordination	4	8						8		20			
SUBTOTAL	**10**	**28**	**10**	**200**	**10**	**40**	**0**	**8**	**14**	**320**	**$49,590**	**$410**	**$50,000**
PROJECT TOTALS	**23**	**70**	**92**	**248**	**54**	**118**	**56**	**60**	**42**	**763**	**$122,220**	**$24,680**	**$146,900**

Attachment: Agreement for Engineering Services_860 East Updated (860 East 1300 South Storm Drain

Attachment: Agreement for Engineering Services_860 East Updated (860 East 1300 South Storm Drain Project Design Award to Franson Civil

APPENDIX A



ATTACHMENT A

860 East 1300 South Storm Drain Project

ATTACHMENT A:
RFP AGREEMENT

860 East 1300 South Storm Drain Project
Engineering and Design

American Fork Public Works
275 East 200 North
American Fork, UT 84003
(801) 763-3050

THIS PAGE MUST BE COMPLETED, PROPERLY SIGNED, AND RETURNED FOR THIS PROPOSAL TO BE CONSIDERED COMPLETE.

CERTIFICATION

I, the undersigned, affirm that this proposal is made on behalf of the below-named individual/company, for whom I have legal authority to commit to the terms and conditions set forth in the RFP and this response, to which I/we agree to be bound if this proposal is found acceptable by American Fork City; and that this proposal is made without any collusion or coercion on the part of any person, firm, corporation, or other entity.

Company Name:	Franson Civil Engineers
Address:	1276 South 820 East, Suite 100
	American Fork, UT 84003
Representative:	Eric Franson
Title:	President
Phone: 801-592-3224	Fax: N/A
Email address:	efranson@fransoncivil.com
Insurer: The Hartford	Policy #: 84-SBW-BF3840 Coverage Amounts: General Aggregate $4,000,000
Phase I Price $ 11,000 Not to Exceed *Please attach supporting documentation*	
Phase II Price $ 55,800 Not to Exceed *Please attach supporting documentation*	
Phase III Price $ 30,100 Not to Exceed *Please attach supporting documentation*	
Phase IV Price $ 50,000 Not to Exceed *Please attach supporting documentation*	

Signature of authorized representative:

Date: 11/19/2025

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APPENDIX B

RESUMES

Eric Franson, PE – Principal-in-Charge



Licensed in UT, ID, NV, AZ | 25 years in profession
BS – Civil Engineering, Utah State University

As the president of Franson Civil Engineers, Eric is personally committed to setting and maintaining the firm's high professional standards for quality control and client satisfaction. Eric brings over 25 years of civil engineering and project management experience, specializing in municipal water infrastructure. He has completed culinary improvement projects with several municipalities, including South Jordan, Helper, and Antimony. Eric is also dedicated to the American Fork community, the engineering profession, and the State of Utah. He demonstrates his dedication by serving as a member of the ACEC Water Committee and the Utah Drinking Water Board.

Eric has successfully delivered multiple projects for American Fork City—most notably the 1120 North Storm Drain project. He also helped with the American Fork City Alpine Highway 8-inch Pipeline Replacement. Eric offers a deep understanding of American Fork City's systems, standards, and expectations. His local insight allows him to anticipate field challenges and coordinate effectively with city staff, the engineering team, residents, and contractors to minimize disruption along key routes. Eric has proven these skills by adjusting the construction schedule for the 8-inch Pipeline Replacement project to ensure minimal disruptions to Forbes Elementary and the Steel Days Parade. He has demonstrated impactful leadership on prior American Fork City projects such as the American Fork Secondary System project and the State Street-300 West project. Throughout these projects, Eric has demonstrated his ability to maintain schedules, manage budgets with precision, and deliver clear, consistent communication throughout design and construction.

Eric's professional basketball experience (in college and overseas) taught him the true effectiveness of cultivating and being part of a team. His collaborative, proactive approach ensures this phase of the project will integrate seamlessly with the previously completed improvements and uphold the City's commitment to long-term reliability and community value.

Project Experience

- American Fork City Stormwater Management Plan
- American Fork City Storm Drain Study (East)
- American Fork City State Street-300 West
- American Fork City Secondary System Project
- American Fork City 36-inch Pipeline
- American Fork City Boat Harbor Road and Fox Hollow
- American Fork City Alpine Highway 8-inch Pipeline Replacement
- American Fork City 1120 North Storm Drain
- American Fork City Watershed Plan-EA
- American Fork City Culinary Improvements

ROLE EXPERIENCE

- Client and Contract Coordination
- Coordination between Agencies and Clients
- Funding Acquisitior
- Project Managemer
- Planning
- Design
- Quality Control
- Regulatory Compliance
- Feasibility Study

AREAS OF EXPERTIS

- Agricultural Water
- Culinary Pipelines
- Drinking Water
- Diversion Structures
- Groundwater Development
- Hydraulics
- Irrigation Pipelines
- Canals
- Secondary Systems
- Tanks
- Water Management Plans
- Water Rights
- Water Source Development

Attachment: Agreement for Engineering Services_860 East Updated (860 East 1300 South Storm Drain Project Design Award to Franson Civil



Lauren Ploeger, PE – Project Manager

Licensed in UT | 26 years in profession
MS – Civil Engineering, Brigham Young University;
BS – Civil Engineering, Brigham Young University

ROLE EXPERIENCE

- Project Management
- Client and Contractor Coordination
- Coordination between Agencies and Clients
- Funding Acquisition
- Planning & Feasibility
- Technical Report Writing
- Water Rights
- Contract Documents and Technical Specifications

AREAS OF EXPERTISE

- Pipelines
- Water rights
- Planning Management documents
- Stormwater
- Drinking Water Systems

Lauren has supported multiple storm drain and utility projects within America Fork City, such as the **Stormwater Master Plan** and the **Storm Drain Develop ment Reviews**, Lauren understands the local infrastructure conditions, revie processes, and coordination requirements. She understands the American Fo City 860 E 1300 S Storm Drain Project will involve collaboration with UDOT ar will involve work near wetland areas and existing utility lines.

Lauren is knowledgeable about the regulations outlined in the Clean Water A and Municipal Separate Storm Sewer System (MS4) and the Clean Water Ac She helped American Fork City compile a Storm Water Management Progra (SWMP) document that outlined stormwater management, educated the cit zens, and detailed pollutant prevention and good practices for municipal ope ations of the system.

In her role as a Project Manager at Franson Civil, Lauren has overseen mar projects in diversion structure rehabilitation, culinary water system design, ar stormwater management. For these projects, she has executed the planning, d sign, and construction management. She has also prepared water manageme and conservation plans, drinking water source protection plans, environment compliance documents, and feasibility studies. Additionally, she has extensiv experience with water rights coordination in the State of Utah, including coord nating segregation and change applications as well as filing proof of beneficia use. Lauren has been involved with the design, modeling, and preparation drawings and technical specifications for projects such as diversion structure well drilling, pipelines, tanks, and dam improvements.

Lauren was the senior technical manager for the **Helper City Utility Improve ments** project. Part of this project included the design and construction of new storm drain system complete with manholes, catch basins, outfalls, ar thousands of feet of new curb and gutter. This system was put in place to mit gate flooding and sedimentation issues.

Project Experience

- American Fork City Storm Drain Development Reviews
- American Fork City Storm Water Master Plan Update
- American Fork City Stormwater Management Plan
- American Fork City Stormwater Master Plan
- American Fork City 36-inch Pipeline
- American Fork City 1120 North Culvert
- American Fork City CDBG Phase 10 Application Survey
- American Fork City Watershed Plan-EA
- Helper City Utility Improvements (included new storm drain system)

Attachment: Agreement for Engineering Services_860 East 1300 South Storm Drain Project Design Award to Franson Civil (860 East Updated

Kyle DeVaney, PE – Senior Engineer



Licensed in UT | 10 years experience
BS – Civil Engineering, Brigham Young University - Idaho

Kyle is dedicated to keeping our clients' best interests at the forefront of his mind as he works. He excels at client coordination, including between clients and outside development and construction companies. He regularly performs field visits and construction management. Other services that Kyle has provided for our clients include report writing, cost evaluation and estimates, water conservation efforts through water loss analyses, modeling, SCADA system analyses, GIS system updates, and the designing of tanks, pipelines, and canal systems. Kyle's technical knowledge and in-field experience complement each other to ensure that both the "big picture" and specific details are balanced throughout the project process, which then leads to complete success.

Kyle has extensive experience coordinating with the U.S. Army Corps of Engineers (USACE) and the Utah Division of Water Rights (UDWR) to secure necessary permits for work in wetland areas. He is also skilled with the HEC-RAS modeling software from USACE and EPANET from the U.S. Environmental Protection Agency (EPA). With this knowledge, Kyle can create hydraulic models of irrigation systems, water systems, pipelines, and canals.

Kyle worked as an engineer on the team for the **American Fork City 1120 North Culvert/Storm Drain Project.** He designed the 40-foot culvert over the American Fork River. He spent time on-site providing construction management and quality assurance services. He ensured the project was documented properly and met the City's project requirements. Kyle was instrumental in obtaining stream alteration and floodplain permits from the USACE and the UDWR.

Kyle was also involved with the **American Fork CDBG Projects (Phases 6-10).** He conducted much of the survey response collection work to track public response. Kyle also prepared the financial summary information report.

ROLE EXPERIENCE

- Construction Management
- Feasibility Study
- Master Plan
- Environmental Compliance
- Funding Acquisition
- Modeling

AREAS OF EXPERTISE

- SCADA
- Canal
- Dam
- Culinary & Irrigation Pipelines
- Tank/Well

Project Experience

- American Fork City CDBG Phases 6-10
- American Fork City 1120 North Culvert
- American Fork City 36-inch Pipeline
- American Fork City Boat Harbor Road and Fox Hollow
- American Fork City River Restoration
- Springville Drainage District 4th South Drain Master Plan

Attachment: Agreement for Engineering Services_860 East Updated (860 East 1300 South Storm Drain Project Design Award to Franson Civil



Lance Houser, PE – Technical Advisor

Licensed in UT, ID | 33 years in profession
MS – Civil and Environmental Engineering, Utah State University
BS - Agricultural and Irrigation Engineering, Utah State University

ROLE EXPERIENCE

- Master Planning
- Design
- Construction Observation
- Environmental Compliance
- Quality Control
- Operations and Maintenance

AREAS OF EXPERTISE

- Stormwater
- Water Management Plans
- Sanitary Sewer
- Hydraulics
- Hydrology
- River Restoration
- Floodplain Mapping and Management
- Flood Control
- Reservoirs

Lance is a senior civil engineer with years of multi-layered experience in mana ing projects and staff associated with planning, design, and emergency respor associated with sanitary sewer, stormwater, and pressurized and non-press ized irrigation systems. His primary responsibilities have included quality cc trol and quality assurance for design and construction, work scheduling and p oritization, public relations, and coordination with government agencies, uti owners, and irrigation companies.

Lance has extensive expertise in hydrologic and hydraulic design of stormwa systems. He has worked closely with city crews to oversee the construction water lines, sewer lines, storm water, and road reconstruction projects under design and modified design/build internal approach. His knowledge of ope tions, expertise with hydraulic models including INFOWATER, EPANET, Wat CAD, INFOSWMM, Storm and Sanitary, and HEC-RAS, and construction all him to streamline the planning process. Lance has also prepared water, sew stormwater, and PI master plans for numerous cities throughout Utah, Arizo New Mexico, Texas, Wyoming, California, and Nevada.

Lance has provided the technical and modeling knowledge that has been u lized by American Fork City since 2018. He helped to consolidate multiple sto water models into one model and incorporated the available GIS data to co plete a master plan and capital improvement plan. Lance provided guidance American Fork in updating their GIS system which facilitates model updates. provided stormwater review support and helped with the MS4 permit prepa tion. Lance has become a technical resource that is loyal to American Fork C

Lance designed and provided construction management for the installation 1230 feet of 54" RCP pipe, for the **South Canyon Pipeline in Cache Coun Utah.** This project also included coordination with the power company, te communications company, an irrigation company, and private property ow ers. Lance oversaw the relocation of irrigation turnouts and pump stations, t re-alignment of the road, and the design of a retaining wall.

As Assistant City Engineer, Lance oversaw and provided design guidance for t **Logan Utah 1000 West Sanitary Sewer** project after a boring company c lapsed an existing sewer line during the re-construction of 1000 West by UDO Lance rapidly designed large diameter pipes and addressed dewatering issu in Lake Bonneville Clays and Silts, including areas of artesian aquifer conditio

Project Experience

- American Fork City Storm Water Master Plan Development
- American Fork City Stormwater Management Plan
- American Fork City Stormwater Master Plan
- Country Manor Lift Station Replacement
- 1200 South and LeGrand Street Realignment Storm Water System
- Salt Lake City 400 S and Main St. To University St. Utility Design-Build Recc struction

Attachment: Agreement for Engineering Services_860 East Updated (860 East 1300 South Storm Drain Project Design Award to Franson Civil

Brandon Peterson – Construction Management



Utah B-100 General Contractor | 34 years experience

Brandon is highly skilled at construction observation, verifying that construction is in compliance with project plans and specifications. He has over 34 years of experience, during which he has established extensive construction knowledge and successful relationships working with stakeholders. Brandon has acquired the skills and experience necessary to ensure projects are constructed according to the plans and specifications. He has overseen multiple projects, including projects involving large and small diameter pipelines in municipalities. In addition, he has successfully worked with client and con-tractor personnel and ensures quality work.

He also performed on-site construction observation services and documented progress for the **American Fork City 1120 North Culvert/Storm Drain**. He communicated with the contractor and American Fork City about the construction progress. He is familiar with the existing utility systems and the storm drain infrastructure in the area.

Brandon has assisted with multiple waterline improvement projects throughout American Fork City, including the **36-inch Pipeline Project** and several culinary and storm drain replacement projects (**CDBG Phases 6-10**). During each phase of work, he has worked with office engineers to lend his field experience and knowledge of constructability issues during design. He contacted manufacturer representatives, reviewed contract documents and specifications, extended invitations to contractors, and coordinated with the client on waterline alignments. During construction, Brandon performed on-site construction observation services to ensure proper installation and successful quality assurance testing of waterlines.

Project Experience

- American Fork City 36-inch Pipeline
- American Fork City Alpine Highway 8-inch Pipeline Replacement
- American Fork City CDBG Phases 6-10
- American Fork City State Street-300 West
- American Fork City 1120 North Storm Drain
- American Fork City Watershed Plan-EA
- American Fork City River Restoration
- Helper City Utility Improvements (included new storm drain system)

ROLE EXPERIENCE

- Client & Contractor Coordination
- Construction Observation
- Construction Compliance with Design Plans
- Coordination between Agencies
- Construction Progress Reporting

AREAS OF EXPERTISE

- Agricultural Water
- Canals
- Culinary Pipelines
- Dam Rehabilitation
- Diversion Structures
- Drinking Water
- Irrigation Pipelines
- Secondary Systems
- Sewer Systems
- Stormwater
- Culinary Systems
- Tanks
- Wells

Attachment: Agreement for Engineering Services_860 East Updated (860 East 1300 South Storm Drain Project Design Award to Franson Civil

Ricky, a member of our Water Resources Practice Group Leadership, has 15 years of experience in water resources engineering with a focus on surface water type projects, including flood protection, stormwater, irrigation, etc. He has served as a staff engineer on water and storm water master plans, county-wide FEMA projects, roadway drainage design projects, dam hydrologic studies, emergency action plan studies, and flood inundation studies. Ricky is an expert in hydraulics and hydrological methodology, and has the ability to perform modeling using a variety of software. Ricky's expertise includes automation of modeling processes via ArcGIS and AutoCAD, which drastically improves efficiency on water and storm water master plans due to the large amount of data included as part of these studies.

Project experience includes roadway drainage, storm water, flood inundation, culinary systems, sewer systems, debris basins, and dams. Roadway drainage projects include large and small systems such as I-15 storm drainage along the Wasatch Front and the SR-99 Fillmore project, which was designed within Bentley's Storm and Sanitary software.



Ricky Anderso
PE, CFM
Quality Contro
Peer Review

Licensed in UT
MSE – Civil Engineer

PROJECT EXPERIENCE

- Sandy City Harrison Street Waterline and Storm Drain
- Annabella Town Flood Protection and Storm Drainage Project
- Woodland Hills City FEMA Flood Mitigation
- City of Cortez Storm Water Master Planning
- Glenwood Town Storm Drain Improvements
- Price City Flood Infrastructure Repair Project
- Ballard City Storm Drain Master Plan
- Beaver County Grove Roadway Drainage and ROW Study
- Kane County Johnson Canyon Road Drainage Improvements Project
- Utah County Flood Protection
- Treehouse Park Storm Drain Modeling
- Sevier SSD1 Glenwood Drainage Improvements
- UDOT SR-132 Fountain Green Drainage Study



Jenna Jorgensen
Environmental

MS-Wildlife and Wildlands Conservation

Jenna brings over 23 years of experience with environmental permitting, includ ing land management planning, environmental policy compliance, and proje management. Her responsibilities have included preparation of permit and feder funding applications, completion of all necessary NEPA documents required fo federal permits and funding, and oversight of permit compliance. Jenna has ove seen compliance with Section 7 of the Endangered Species Act, Sections 401, 40 and 404 of the Clean Water Act, and Section 106 of the National Historic Preserva tion Act. She works closely with state and federal agencies to ensure that projec are successful by helping clients comply with relevant environmental regulations

Jenna has served as a team leader for numerous projects ranging in size fro $2,000 to $30 million in total project costs, including those documented in cate gorical exclusions, environmental assessments (EAs), biological assessments (BAs and environmental impact statements (EISs). She previously worked as a wildli biologist for the U.S. Forest Service, BLM, and U.S. Fish and Wildlife Service; he experience as a federal resource specialist gives her a unique perspective in pre paring NEPA documents as a third-party contractor, which enables her to commu nicate with agency staff more effectively and better meet their expectations for a efficient and defensible NEPA process.

PROJECT EXPERIENCE

- Annabella Town Flood Protection and Storm Drainage Project
- Price City Flood Infrastructure Repair Project
- Utah County Flood Protection
- Woodland Hills City FEMA Flood Mitigation
- City of Cortez Storm Water Master Planning
- Herriman City Storm Water Retrofit Plan
- Herriman City Storm Water Retrofit Designs
- Annabella Town Storm Water Drainage Master Plan
- San Juan County Flood Improvements 2014
- Grand County Arbor & Hecla Subdivisions Curb & Sidewalk Rehabilitation and Road Drainage Design
- Navajo Division of Transportation N8090 Drainage and Roadway Design
- Sevier County Flat Canyon Watershed Plan & Flood Protection Project

Attachment: Agreement for Engineering Services_860 East Updated (860 East 1300 South Storm Drain Project Design Award to Franson Civil

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
JANUARY 13, 2026

Department Public Works **Director Approval** *Sam Kelly*

AGENDA ITEM Review and action on the approval of the agreement for the 100 East Waterline Replacement Project - 740 North to 1120 North (Design) with Hansen, Allen & Luce, Inc.

SUMMARY RECOMMENDATION
Staff recommends the City Council approve the 100 East Waterline Replacement Project (ENG2025-00177) design agreement with Hansen, Allen & Luce, Inc.

BACKGROUND
The City Council approved the award of the 100 East Waterline Replacement Project (ENG2025-00177) design to Hansen, Allen & Luce, Inc. on 12/9/2025. This action will approve the project contract in substantially the form presented.

BUDGET IMPACT
This action has no further budget impact beyond the approved project award on 12/9/2025.

SUGGESTED MOTION
Mr. Mayor, I move that the City approve the design agreement in substantially the form as presented for the 100 East Waterline Replacement Project with Hansen, Allen & Luce, Inc.

SUPPORTING DOCUMENTS

Agreement for Engineering Services_100 E Waterline_Unsigned (PDF)

AGREEMENT FOR ENGINEERING SERVICES

100 EAST WATERLINE REPLACEMENT PROJECT
(740 N TO 1120 N)

This Engineering Services Agreement (hereinafter referred to as "Agreement") is entered into this ____ day of _____, 20____ by and between _____, with its principal place of business at _____ (hereinafter referred to as "Engineer"), and American Fork City, a municipal corporation with its principal place of business at 51 East Main Street, American Fork, Utah 84003 (hereinafter referred to as "City") (collectively referred to herein as the "Parties").

RECITALS

WHEREAS, Engineer is engaged in the business and profession of engineering services; and

WHEREAS, City desires to contract with Engineer for certain professional engineering services for this project scope of services and payment of services being identified and agreed to in the Boley Well Redevelopment Request for Proposals (the "Project RFP") attached hereto as Exhibit A and as more specifically outlined in this Agreement; and

WHEREAS Engineer has submitted to the City and the City has reviewed Engineer's Scope of Services response to the Project RFP a copy of which is attached hereto as Exhibit B (the "Engineer's Proposal"); and

WHEREAS, Engineer has the necessary expertise and experience to perform the said engineering services for City and Engineer and is properly qualified and licensed in the State of Utah; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. Term; Termination.

a. The term of this Agreement shall be from the Effective Date of this Agreement through Project Completion. "Project Completion" occurs when all deliverables outlined in the Engineer's Proposal are completed to the satisfaction of the City. The "Effective Date" shall be the date upon which all parties sign the Agreement.

b. Notwithstanding anything contrary contained herein, City may immediately terminate this Agreement for cause including material breach, ethical violations, or licensing issues. City may terminate this Agreement at any time, not constituting cause by giving Engineer thirty (30) days' written notice in accordance with

Attachment: Agreement for Engineering Services_100 E Waterline_Unsigned (100 East Waterline Replacement agreement approval with

the notice provisions set forth herein. Upon receipt of such notice, Engineer shall cease all Services undertaken hereunder, except as may be necessary to provide for an orderly transition of such Services.

c. Engineer may terminate this Agreement at any time with thirty (30) days' written notice to City in accordance with the notice provisions set forth herein. Upon termination by Engineer, City shall not be obligated to make payment for any Services not completed, in full, by Engineer.

d. Upon termination of this Agreement, Engineer shall provide a final invoice to City, showing all costs incurred but unpaid, and the City shall pay within 30 days such costs, as shown therein unless disputed. Before City pays the final invoice, the Engineer shall deliver all files reports, and other materials concerning services provided, maintained or controlled by Engineer, subject to all applicable federal and state law.

2. Scope of Services. The scope of services pursuant to this Agreement shall be limited to professional and technical engineering services. Specific services shall be as set forth in the Request for Proposals attached hereto as Exhibit A.

a. All Services shall be performed in accordance with City standards, ordinances and all applicable federal and state law.

b. If the terms of this Agreement conflict or are contrary to the terms outlined in the Project RFP or Engineer's Proposal, this Agreement shall control.

3. Compensation. In consideration of the services provided to City by Engineer, City shall pay Engineer for Services rendered in accordance with this Agreement in an amount not to exceed **$80,295.60** as set forth in the Fee Scheduled attached hereto as Exhibit C.

4. Invoice; Payment.

a. For Services rendered hereunder, Engineer shall invoice City monthly for Services provided in accordance with this Agreement. Engineer shall submit monthly invoices to City showing the Services completed and the amount of compensation due. Engineer shall submit invoices for Services done in a timely manner. City shall not be required to pay for Services that are invoiced more than 120 days after it was performed.

b. City shall pay Engineer through Automated Clearing House (ACH) payments. Engineer shall complete the ACH request form furnished by the City to authorize payment. Any other method of payment must be approved by the City and negotiated before payment is requested.

c. Payment of undisputed amounts shall be due and payable thirty (30) days after the City's receipt of the invoice.

d. In the event amounts are not paid in full within thirty (30) days of City's receipt of the invoice, City agrees to pay interest at the rate of one percent (1.0%) per month on any and all unpaid balance of services, costs, and expenses.

e. In the event an amount is disputed, City shall notify Engineer in writing of its dispute within thirty (30) days. The Parties shall make a good faith effort to resolve the disputed amount. If correspondence does not resolve the dispute, the Parties or their respective representatives shall meet in person on at least one occasion and attempt to resolve the matter prior to pursuing litigation.

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5. Relationship of Parties.
Engineer, its agents, and employees shall be an independent contractor performing professional and technical engineering services for the City. Nothing contained in this Agreement shall be construed to create a relationship of employer and employee, master and servant, principal and agent, or partners or co-venturers between City and Engineer. As independent contractors, Engineer, its agents, and employees shall not qualify for or receive any employee benefits from the City, including but not limited to, leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to City employees.

6. Employees and Subcontractors.
Engineer shall be solely responsible for the payment of wages, salary or benefits to any and all employees or contractors retained by Engineer in the performance of the Services under this Agreement. Engineer agrees to indemnify, defend and hold harmless City from any and all claims that may arise from the Engineer's relationship to its employees and subcontractors.

7. Standard of Performance; Licenses.
Engineer agrees and represents that it has the personnel, experience, and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Engineer shall perform the Services described herein in accordance with the standard of care required for the performance of engineering services. Further, Engineer shall maintain all required licenses, including without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Engineer shall require and ensure that all of Engineer's employees and subcontractors maintain all required licenses, including without limitation, all necessary professional and business licenses.

8. Professional Liability Insurance.
Engineer shall maintain, at its sole expense, professional liability insurance (errors and omissions) with limits of not less than $2,000,000 per claim and $2,000,000 in the aggregate, covering any negligent acts, errors, or omissions arising out of or related to the performance of this Agreement. Such coverage shall be maintained for the duration of the Agreement and for a period of not less than one (1) year after final completion of the services.

9. Other Insurance.
Without limiting any indemnity or other obligations of Engineer hereunder, Engineer shall, prior to providing Engineering Services, secure and continuously thereafter (throughout the term of this Agreement) carry with insurers the following insurance coverage in policies and shall furnish proof thereof satisfactory to City promptly when requested:

Worker's Compensation Insurance and Employer's liability Statutory amount

- General Liability $1,000,000/$2,000,000
- Umbrella Liability $1,000,000

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- Automobile Liability $1,000,000

The general liability, umbrella, and automobile liability policies shall include provisions or endorsements naming City as an additional insured.

10. Indemnification.
Engineer specifically and expressly agrees to indemnify and save and hold harmless the City (including, without limitation, its elected and appointed officers, employees, successors, and assigns) from and against any and all demands, liabilities, claims, damages, actions, attorney fees or other cost incurred by the City and/or proceedings in law or equity (including reasonable attorneys' fees and costs of suit), to the extent caused by or resulting from any negligence, gross negligence, intentional misconduct, or under any other actionable fault of Engineer (including, without limitation, its employees, agents, subcontractors, or consultants) in the performance or failure of performance of the Services provided, or to be provided, hereunder. Nothing herein shall, however, require Engineer to indemnify, and/or save or hold harmless City or its elected or appointed officers, employees, successors, or assigns with respect to (a) the negligence, intentional misconduct, or other actionable fault of City or its elected or appointed officers, employees, successors, or assigns, or of the agents or consultants of City other than Engineer; or (b) any demand, liability, claim, damage, action, and/or proceeding not related to the Services provided, or to be provided, by Engineer hereunder.

11. Time is of the Essence; Liquidated Damages.
City and Engineer agree that time is of the essences and that, in the case of Engineer's failure to complete this Agreement within the time specified and agreed upon, City will be damaged thereby; and because it is difficult to definitely ascertain and prove the amount of such damages, it is hereby agreed that the amount of such damages shall be the liquidated sum of One Hundred Dollars ($100.00) per calendar day for each day's delay in completing this Agreement in excess of the number of working days prescribed; and Engineer hereby agrees that said sum shall be deducted from amounts due the Engineer under the Agreement or, if no amount is due, Engineer hereby agrees to pay to City as liquidated damages such total sum as shall be due for such delay, computed as aforesaid.

12 Notice.
All notices under this Agreement will be in writing and will be deemed to have been duly given if delivered personally or by a nationally recognized courier service or mailed by registered or certified national mail service, return receipt requested, postage prepaid, to the Parties at the addresses set forth below. All notices under this Agreement that are addressed as provided in this Section. If delivered personally or by nationally recognized courier service, notice will be deemed given upon delivery. If delivered by mail in the manner described above, notice will be deemed given on the date received by the recipient as reflected in the return receipt. All notices shall be directed to the Parties hereto as follows:

CITY:
American Fork City

Attachment: Agreement for Engineering Services_100 E Waterline_Unsigned (100 East Waterline Replacement agreement approval with

Attn: City Administrator
51 East Main Street
American Fork, Utah 84003
Phone: (801) 763-3000

With a copy to (which shall not constitute notice):

American Fork City Public Works
Attn: Public Works Director
275 East 200 North
American Fork, Utah 84003
Phone: (801) 763-3060

ENGINEER:

_____
_____
_____
_____
_____

13. Ownership.
All Services, work product and deliverables produced under this Agreement shall remain the exclusive property and shall inure to the benefit of City as work for hire. Engineer shall not use, sell, disclose or obtain any other compensation for such work for hire. In addition, Engineer may not, with regard to all Services, work, work product, deliverables or work for hire required by this Agreement, apply for in its name or otherwise, any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of City.

14. Waiver.
Unless otherwise indicated herein, failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall not constitute a waiver of any such breach of any other covenant, agreement, term, or condition. Any party, by notice delivered in the manner provided in this Agreement, may, but shall be under no obligation to waive any of its rights and any conditions to its obligation hereunder, or any duty, obligation, or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement, but each and every covenant, agreement, term, and condition shall continue in full force with respect to any other then existing or subsequently occurring breach. To be effective a waiver must be signed by both Parties hereto.

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15. Compliance with Laws and Policies.
In the performance of their obligations hereunder, the Parties shall obey and abide by all applicable laws, rules and regulations, and with all applicable ordinances, policies and procedures. Both Parties shall abide by all applicable federal and state laws, rules, regulations, and executive orders pertaining to equal employment opportunity; pursuant thereto, shall assure that no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from employment with, participation in, be denied the benefits of or be otherwise subjected to discrimination under, any program or activity performed under this Agreement; and to promptly take appropriate steps to correct any deficiency that may be found to occur in compliance with such laws and rules.

16. Rights and Remedies.
The rights and remedies of any of the Parties hereto shall not be exclusive. In general, the respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to or shall limit or affect any rights at law or by statute or otherwise of any party aggrieved as against the other party for a breach or threatened breach of any provisions hereof, it being the intention of this Section to make clear the agreement of the Parties that the respective rights and obligations of the Parties hereunder shall be enforceable in equity as well as to law or otherwise.

17. Entire Agreement.
This Agreement and the exhibits attached hereto constitute the entire agreement between the Parties on the subject matter covered herein and this Agreement supersedes any and all prior agreements between the Parties related to the services. The Parties represent and acknowledge that they have not relied on any statements or promises of any kind other than those specifically set forth in this Agreement.

18. Amendments.
This Agreement may only be amended in writing signed by each of the Parties hereto. If, as the result of legislative action or rule-making, any of the provisions of this Agreement becomes inconsistent with Utah law, the Parties will promptly meet to negotiate in good faith such amendments as may be necessary to comply with Utah law.

19. Force Majeure.
Neither City nor Engineer shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

20. Section Headings.
The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

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21. Severability.
In any provision of this Agreement shall be held or deemed to be, or shall in fact be, invalid, inoperative or unenforceable to any extent, the remainder of this Agreement shall not be impaired and shall be enforced to the fullest extent permitted by law.

22. Counterparts.
This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, but all of which together shall constitute one instrument.

23. Choice of Law.
The interpretation of this Agreement and any claim or controversy arising out of or related to this Agreement shall be governed by the laws of the State of Utah. Jurisdiction and venue for the enforcement of this Agreement shall be found exclusively in the courts of Utah County, State of Utah. Each of the Parties irrevocably submits to the exclusive jurisdiction of such courts in any proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of any proceeding shall be heard and determined only in any such court and agrees not to bring any proceeding arising out of or relating to this Agreement in any other court.

24. Confidentiality and Data Privacy.
Any confidential information provided to or developed by the Engineer in the performance of this Agreement shall be kept confidential and shall not be revealed or made available to any person by the Consultant without the prior written approval of the City. This provision shall survive any termination of this Agreement. Engineer agrees to abide by and comply with any applicable federal, state or local laws, rules, regulations of policies requiring data security and privacy.

If applicable, Engineer is required to comply with the requirements of Utah Code § 63A-19-101 et seq. Government Data Privacy Act including but not limited to Utah Code § 63A-19-401.4 requiring the Engineer to handle any personal data processed or accessed by Engineer to the same extent as the City.

Engineer also understands and agrees City is subject to the Government Records Access and Management Act, Title 63G, Chapter 2 of the Utah Code ("GRAMA"), and City cannot guarantee that any information or any document or record provided to City by Engineer will not be subject to disclosure unless it is properly classified as a "protected record" under GRAMA based upon a written claim of business confidentiality under Utah Code Ann. §§ 63G-2-305 and -309 and other provisions of GRAMA. For any record provided by Engineer to City to be classified as a "protected record", Engineer must provide a written claim of business confidentiality and a concise statement of reasons and justifications supporting the claim of business confidentiality with the record when it is first submitted by Engineer to City and, if not so provided, any claim to protected record status may be deemed to have been waived and relinquished by Engineer.

Attachment: Agreement for Engineering Services_100 E Waterline_Unsigned (100 East Waterline Replacement agreement approval with

25. Assignment.
This Agreement may not be assigned by either party without the written consent of the other party. If consent to an assignment is obtained, this Agreement is binding on the successors and assigns of the Parties to this Agreement.

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

27. Authority.
The individual(s) executing this Agreement on behalf of, or as a representative for a corporation or other person, firm, partnership or government entity, represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of the corporation, person, firm, partnership or government entity and that this Agreement is binding upon the entity in accordance with its terms.

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

ENGINEER

_____
By:_____
Its:_____
Date:_____

AMERICAN FORK CITY

_____
Bradley J. Frost, Mayor

Date:_____

ATTEST:

_____
City Recorder

Attachment: Agreement for Engineering Services_100 E Waterline_Unsigned (100 East Waterline Replacement agreement approval with

REQUEST FOR PROPOSALS

American Fork City

Engineering and Design Services

100 E Waterline Replacement Project
(740 N to 1120 N)

RFP # ENG2025-00177

Date of Issue: October 2025

Department of Public Works
Engineering Division

Attachment: Agreement for Engineering Services_100 E Waterline_Unsigned (100 East Waterline Replacement agreement approval with

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I. INTRODUCTION

American Fork City Public Works, Engineering Division, "City" is soliciting proposals from qualified firm(s) "Proposer" to provide engineering, design, bidding, and construction management to replace the existing 8" waterline in 100 E (Alpine Highway) between 740 North and 1120 North, known as the 100 E Waterline Replacement Project.

DESCRIPTION OF WORK: The work includes all activities necessary to develop and deliver a fully operational municipal system design. The scope of work is listed in Section II. This includes, but is not limited to:

- Waterline Design: Detailed engineering and hydraulic evaluation of anticipated 8" pipe replacement, comprehensive site plan, profile design, tie ins, and progress meetings.
- Bid Support: Pre-bid conference agenda, attendance, and review bids.
- Construction Management: Project observation and engineering support & UDOT inspection, reporting and compliance.

SITE OF WORK: The site of the WORK is approximately 100 E between 740 North and 1120 North (to the north side of the intersection), AMERICAN FORK, UT 84003.

Bids for this project will be received electronically through the Utah Public Procurement Place (U3P)/Euna website until November 18, 2025, at 12:00 p.m. local time. At that time the Bids received will be privately opened and read. Information and Bidding Documents for the Project can be found at the following designated website: https://utah.bonfirehub.com/portal/?tab=openOpportunities.

Prospective bidders are urged to register with the designated website as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. Only the designated website will have official notifications and Bidding Documents and will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. Neither Owner nor Engineer will be responsible for Bidding Documents, including Addenda, if any, obtained from sources other than the designated website.

10-27-25 — Ben
Date — Ben Hunter, City Engineer

27 Oct 25 — Sam Kelly
Date — Sam Kelly, Public Works Director

Published at: https://utah.bonfirehub.com

Attachment: Agreement for Engineering Services_100 E Waterline_Unsigned (100 East Waterline Replacement agreement approval with

II. SCOPE OF WORK AND TASKS TO BE COMPLETED

A. The City has divided the project into three (3) phases:

1. **Waterline Design.** This phase includes, but is not limited to:
    a. Detailed engineering and hydraulic evaluation of the 8" pipe replacement, including utility potholing (to be coordinated with and provided by the City).
    b. Comprehensive site plan showing water main connections, lateral connections, water valves, fire hydrant, existing utilities, sidewalks, curb & gutter, tree removal, etc.
    c. Profile design of the waterline showing all pothole information, utility crossings, connections to the design waterline, etc.
    d. Design the roadway striping. Evaluate with City Staff the need and timing of installing bike lanes on both sides of 100 East.
    e. Pre-design meeting and Progress meeting(s) at submittal and after resolution of 30%, 60% and 90%.
        - Comment resolution meetings at post 30%, post 60% and post 90% to review changes solidified in the project documents.
        - Weekly Design Progress meetings.
    f. Deliverables:
        - Construction drawings:
            - Cover, title sheet, index, project location, general notes, abbreviations and symbols
            - Traffic Control Plan
            - Demolition and Site Plan sheets
            - Plan and Profile Sheets
            - Detail Sheets
        - Special Provision technical specifications. Measurement & Payment and other Construction Specifications to be coordinated with the Proposer for bid items and provided by the City.
        - Engineer's cost estimate (opinion of probable construction cost).
        - Permitting documentation and agency approvals as applicable (DDW, UDOT, etc.).
        - Including all electronic documents, PDF files, and CAD drawings.

2. **Project Bidding.** This phase includes, but is not limited to:
    a. Support for bidding for the waterline project.
        - RFI response or bidder question response
        - Pre-bid conference agenda and attendance
        - Review of bid documents and provide a recommendation of award
    b. Deliverables: Pre-bid conference agenda, recommendation of

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award, Meeting notes/minutes.

3. **Project Construction Management.** This phase includes, but is not limited to:
    a. Construction coordination with contractor and City
    b. Project observation and engineering support (the City will be the primary inspectors for the project)
    c. Inspection services required by UDOT are anticipated to require approximately 4 hours per week, subject to adjustment based on project needs (including preparing field/inspection reports, etc.).
    d. Pre-construction Meeting and Progress meeting(s).
        - Progress meeting attendance is anticipated to be weekly. However, this will be on a as needed basis.
    e. Deliverables: Field/Meeting notes/minutes (weekly).

B. Risk Assessment and Mitigation Strategy: Proposers shall include a brief risk assessment identifying potential challenges specific to waterline replacement on an open road, UDOT traffic coordination, and construction in the proposed location. This should include, but is not limited to, utility uncertainties, permitting delays, site access issues, and coordination with other agencies. Proposers shall also outline proposed mitigation strategies to address these risks and ensure project continuity.

C. All deliverables, submittals, payment documentation, reports, and associated files shall be submitted in both searchable PDF and editable native electronic formats. Submissions are required at the 30%, 60%, 90%, and final completion milestones.

All documents will be reviewed by the City Inspector, Engineering staff, Superintendent, City Engineer, and Public Works Director. It is expected that all feedback be incorporated accurately and efficiently.

To support this process, consultants are encouraged to maintain a **Comment Resolution Log/Form** that tracks each comment, its status, and the corresponding response or revision. This practice promotes transparency, accountability, and alignment throughout the review cycle. The city will provide a general notes file for inclusion in the project documentation.

III. PROJECTED SCHEDULE FOR THE RFP PROCESS

The anticipated schedule is as follows. American Fork City reserves the right to modify the following schedule at their discretion. Any change to the Proposal Due Date will be updated on Utah Public Procurement Place (U3P), which can be found at: https://utah.bonfirehub.com/portal/?tab=openOpportunities

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Activity	Date
Mandatory Pre-Proposal Conference	November 6, 2025 @ 3:30 PM in the American Fork City Hall Main Council Room (31 Church St, American Fork UT 84003).
Final Day to Submit Questions	November 11, 2025 @ 12:00 PM via U3P/Euna
Proposal Due Date	November 18, 2025 @ 12:00 PM via U3P/Euna
Notice of Intent to Award	By December 1, 2025
City Council Acceptance of Award	December 9, 2025
Anticipated Notice to Proceed	By December 22, 2025

IV. TERM OF AGREEMENT

The term of the agreement is from execution of a written agreement through completion of the projects design with the possibility to extend into construction. The City may negotiate unit prices for future areas based on actual work being performed. See Attachment A for draft contract.

V. PRE-PROPOSAL CONFERENCE

Interested Proposers are required to attend the pre-proposal meeting to discuss the project and to ask questions about this RFP. Only bids from Proposers who attend the pre-proposal conference will be opened and considered for award. The pre-proposal conference will be held on **November 6, 2025 at 3:30 PM**. It will be held in-person at the American Fork City Hall Main Council Room (31 Church St, American Fork, UT 84003.)

VI. PRICING/COSTS/FEES

A. Engineering design and estimate services will be bid and paid for by time and materials with a total not-to-exceed price for this project.

VII. PROPOSAL FORMAT

All proposals shall be formatted according to the following specifications:

A. Content and Page Limit:
   a. Proposals shall include three labeled sections:
      1. Project Team/Experience (include references for previous projects)
      2. Project Understanding and Scope
      3. Project Schedule
   b. Proposals text pages are limited to a maximum of Ten (10) letter size pages. The schedule sheet may be 11x17 if needed for readability. The font size shall be no smaller than size 12.
   c. Summary letter and single page resumes per person are not included in the page count.
   d. Provide proposed Pricing/Cost/Fees as a separate one-page (letter or

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11x17) document.

1. Proposers shall provide a detailed breakdown of proposed pricing, costs, and fees for each of the three project phases (I–III) as outlined in Section II. This breakdown should align with the format presented in Attachment A: RFP Agreement and include not-to-exceed amounts for each phase.

B. Submittal: Proposal shall electronically submit using U3P/Euna/ https://utah.bonfirehub.com/portal/?tab=openOpportunities

VIII. PROPOSAL SUBMISSION

By submitting a proposal to this RFP, Proposer understands and agrees to the following:

A. RFP Cancellation: This RFP may be cancelled at any time prior to the execution of a written agreement if deemed in the best interests of the City. This includes cancellation of the RFP after an award has been made, but prior to the execution of a written contract. Proposer is not entitled to recover any costs related to the preparation of the proposal due to cancellation of the RFP or withdrawal of an award prior to the execution of a written agreement.

B. Firm Pricing: All prices, quotes, or proposals are to remain firm for 120 days after the closing date, unless a different period is stated in the City's RFP. Any proposal that does not offer to remain firm for the required period may be considered non-responsive.

C. Costs: Proposers bear all costs and expenses related to this RFP including, but not limited to, preparation and delivery of the proposal, attending the pre-proposal conference, and if required attending an interview.

D. Licensing: All applicable federal, state, and local licenses must be acquired before the contract is entered into between the City and the selected respondent. Licenses must be maintained throughout the entire contract period. Persons doing business as an Individual, Association, Partnership, Corporation, or otherwise shall be registered with the Utah State Division of Corporations and Commercial Code. NOTE: Forms and information on registration may be obtained by calling (801) 530-4849 or toll free at (877) 526-3994, or by accessing: commerce.utah.gov.

E. Changes or Modifications: Any changes or modification to the RFP will be made by written addendum. Proposers submitting a proposal based on any information other than that contained in City's RFP and any addenda, do so at their own risk.

F. Receiving Proposals: Engineering Division Selection Committee will administer receipt and opening of all proposals. Proposals will be held, unopened, in the same condition as received if delivered prior to the date and closing time designated in the RFP. After the closing time, only the identity of

Attachment: Agreement for Engineering Services_100 E Waterline_Unsigned (100 East Waterline Replacement agreement approval with

each Proposer will be made public. If only one proposal is received in response to the City's RFP, the Engineering Division, may recommend an award of a contract to the single Proposer if the conditions cited above are met. Alternatively, the Engineering Division may re-solicit for the purpose of obtaining additional proposals.

G. Modifying or Withdrawing Proposals: Proposer may modify or withdraw their proposals at any time prior to the closing time. Requests to modify a proposal before the closing time shall be done using U3P/Euna/ https://utah.bonfirehub.com/projects

H. Rejection of Proposals: Any proposal containing significant deviations from the specifications of the RFP shall be considered non-responsive and may be rejected in whole or in part.

I. Protests: A protest regarding the RFP document shall be submitted in writing prior to the RFP closing date. All other protests shall be submitted in writing within five (5) business days after notification of the award has been sent. A protestor may file only one (1) protest after the RFP closing date. Protest letters shall specifically and completely state the facts that the protestor believes constitute error in the RFP document or the award.

J. Free and Competitive Selection: Any agreement or collusion among prospective Proposers to fix a price or limit competition shall render the proposals void, and such conduct is unlawful and subject to criminal sanction. Proposer certifies that not anyone in its firm or company has either directly or indirectly restrained free and competitive selection, participated in any collusion, or otherwise taken any action unauthorized by City Purchasing Ordinances or applicable laws.

K. Reasonable Accommodations: Reasonable accommodations for qualified disabled individuals may be provided upon receipt of a request with five working days' notice. Please contact Public Works Engineering Office, 275 East 200 North, American Fork, Utah 84003, (801) 763-3060. TTY users shall call 711.

IX. EVALUATION AND SCORING CRITERIA

Proposals will be evaluated, scored, and ranked by a Selection Committee. The Selection Committee may invite the top-ranked proposals for an interview/demonstration. The purpose of the interview/demonstration is clarification and verification of the written proposal. The Selection Committee may re-rank the proposal after the interview/demonstration. A recommendation will then be presented to the proper signing authority for consideration and approval. Ranking of the proposals will be based on the following criteria and weights:

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Criteria	Description	Max Points
1. Technical Expertise and Experience	Demonstrated expertise in culinary pipe design and construction. Evaluation includes relevant project history, successful prior work with the City, and qualifications of the proposed project team. Provide an organizational structure showing the proposed team and their responsibilities on this project. Provide a brief description of experience with similar projects (do not attach resumes). Include at least three (3) recent projects of similar scope that were completed by the Project Manager with contact information for a reference.	30
2. Project Approach and Methodology	Describe your understanding of the scope as it is presented in the RFP document. Rather than stating commonly followed practices, focus on discussing issues and ideas that are unusual to this project and identifying unique practices of your firm to help with these tasks.	20
3. Project Management and Communication	Defined roles, schedule control, coordination strategy, and commitment to weekly meetings and inspection support. Provide a time schedule stating when the key tasks of your proposal would be completed. This section shall demonstrate the Proposer's ability to provide desired services within time frames specified and at specified levels as described in the scope of work.	15
4. Quality Assurance & Documentation	Proposed QA/QC protocols, field inspection plan, and responsibility for meeting minutes, field reports, and inspection documentation.	15
5. Cost Proposal and Value	Transparency of fee structure, justification of hours (e.g. fee and time breakdown), and overall value relative to scope and municipal budget. Provide personnel names, hourly rates, hours, and total costs associated with the tasks listed in Section II. Hourly fees and all services are inclusive of any and all professional fees; and any and all costs the Proposer may incur, including any costs for travel time, lodging, mobilization, traffic control, meeting time, report preparation, printing, etc.	20
Total Possible Points		**100**

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ATTACHMENT A:
RFP AGREEMENT

100 E Waterline Replacement Project
Engineering and Design

American Fork Public Works
275 East 200 North
American Fork, UT 84003
(801) 763-3050

THIS PAGE MUST BE COMPLETED, PROPERLY SIGNED, AND RETURNED FOR THIS PROPOSAL TO BE CONSIDERED COMPLETE.

CERTIFICATION

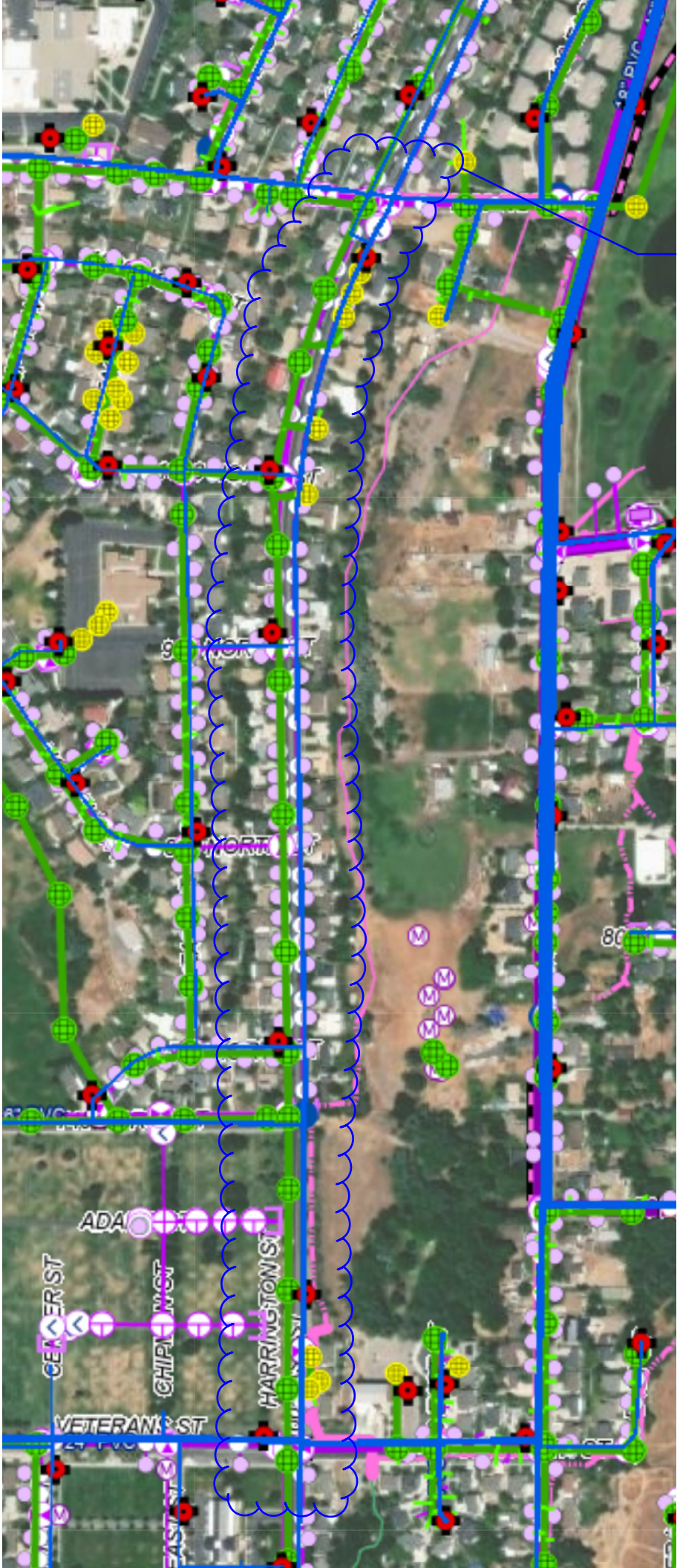
I, the undersigned, affirm that this proposal is made on behalf of the below-named individual/company, for whom I have legal authority to commit to the terms and conditions set forth in the RFP and this response, to which I/we agree to be bound if this proposal is found acceptable by American Fork City; and that this proposal is made without any collusion or coercion on the part of any person, firm, corporation, or other entity.

Company Name:		
Address:		
Representative:		
Title:		
Phone:	Fax:	
Email address:		
Insurer:	Policy #:	Coverage Amounts:
Phase I Price $_____ Not to Exceed *Please attach supporting documentation*		
Phase II Price $_____ Not to Exceed *Please attach supporting documentation*		
Phase III Price $_____ Not to Exceed *Please attach supporting documentation*		

Signature of authorized representative:

_____ Date:_____

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HANSEN ALLEN & LUCE inc
ENGINEERS

SALT LAKE AREA OFFICE
859 W South Jordan Pkwy, Ste 200
South Jordan, Utah 84095
Phone: (801) 566-5599
www.HALengineers.com

American Fork City

November 17, 2025

Electronic submittal via U3P

RE: Proposal for Professional Engineering and Design Services
100 E Waterline Replacement Project (RFP # ENG2025-00177)

Dear Selection Committee:

Hansen, Allen & Luce, Inc. (HAL) appreciates this opportunity to provide engineering for your replacement drinking water pipeline. Working with our highly qualified analysis and design team, American Fork City will experience:

- **An Experienced and Trusted Project Manager. Mark Atencio, PE,** will serve as Project Manager for the 100 E Waterline Replacement Project. Mark will ensure that the project is *completed on time and within budget, and that it meets the City's and HAL's quality standards.* The City will benefit from Mark's experience in finding creative solutions to technical, political, and social challenges, which are often unknown and arise as a project progresses.
- **Specific Successful Experience.** We recently completed two pipelines in a busy UDOT road in Mapleton City where we received positive feedback from the City and the Contractor.
  - Seth Barrus, PE Mapleton City Assistant City Engineer: *"With as good a job as HAL did on the design and construction assistance, I'll give a great reference to whomever you're proposing work for."*
  - Skyler Fullmer, Newman Construction Project Manager: *"The Hansen, Allen & Luce engineering design for the Mapleton Pipeline Project was high quality. The level of detail of their design enabled us to submit a low bid thus saving the City money on the project."*
- **A Proven Team.** The HAL team has recently completed several similar pipeline projects in UDOT roads, including **Mike Chambers, PE** in the role of QA Reviewer and **Aaron Olney, PE** in the role of Design Engineer.
- **Proven Pipeline Experience in UDOT Roads.** The HAL team recently completed four similar pipeline projects for Mapleton City and Saratoga Springs in UDOT roads with traffic and traffic control issues.
- **Staff Availability and Schedule**. HAL is committed to the City and this project. *Our experienced team is available and ready* to begin this project beginning in December, with an early design completion schedule enabling the City to construct the project in 2026.
- **Exceptional Client Service.** HAL approaches each project with a "how can I help attitude" intended to make the process as easy as possible for our clients. *We appreciate the opportunity to submit to team with American Fork staff to produce a successful project for their City.*

We look forward to serving American Fork.

Sincerely,

HANSEN, ALLEN & LUCE, INC.

Mark Atencio, PE

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PROJECT TEAM / TECHNICAL EXPERTISE AND EXPERIENCE

FIRM INTRODUCTION

ESTABLISHED IN 1974, HANSEN, ALLEN & LUCE (HAL) HAS BEEN SERVING THE ENGINEERING NEEDS OF THE WATER COMMUNITY FOR OVER 50 YEARS.

During that time HAL has worked for over 500 clients on thousands of civil engineering projects. We appreciate the long-term relationships we have established in government and industry throughout the Intermountain West.



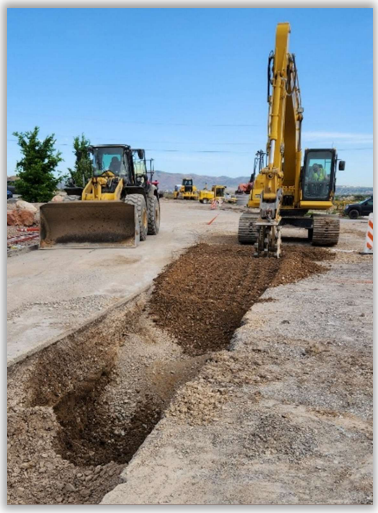
Hansen, Allen & Luce, Inc. is a Utah corporation with headquarters in South Jordan, Utah. HAL currently has 82 employees, with 40 licensed professionals on staff. Our subconsultant AGEC is an essential part of our team and has worked with us for more than 20 years to successfully complete many pipeline projects.

HAL specializes in drinking water compliance, well design & development, pump stations, pipelines, water storage tanks, hydraulic modeling, water rights, municipal engineering, sewer, stormwater, and flood plain projects. By choice, over 85 percent of our work is for public or quasi-public clients including cities; water, wastewater, and stormwater special districts; county and state agencies; and irrigation companies. ***Our entire history has been dedicated to meeting the specialized needs of our many repeat water clients.***

RECENT SUCCESSFUL PIPELINE FEEDBACK

The design team being proposed for the American Fork project with Mark Atencio as Project Manager recently completed two pipelines in a busy UDOT road in Mapleton City where we received positive feedback from the City and the Contractor.

- Seth Barrus, PE, Mapleton City Assistant City Engineer: *"With as good a job as HAL did on the design and construction assistance, I'll give a great reference to whomever you're proposing work for."*
- Skyler Fullmer, Newman Construction Project Manager*: "Hansen, Allen & Luce delivered a well-developed and highly detailed design for the Mapleton Pipeline Project. This level of completeness enabled us to offer a lower bid and reduce project costs for the City."*





SUCCESSFUL PRIOR WORK FOR AMERICAN FORK CITY:

- Storm Drainage Assistance
- Water Conservation Plan Update
- Drinking Water Source Protection Plan Update
- ASR Pilot Study
- Secondary Water Startup

"HAL's personnel are hard-working, friendly people who cater to their clients' desires and needs in a timely manner."

-Brad Stapley, PE, Public Works Director, Springville City, Utah

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PROJECT MANAGER

MARK ATENCIO, MS, PE | Project Manager Experience: **33 yrs**

Education: MS, Water Resources | Utah State University | BS, Civil Engineering | Brigham Young University

Registration: Professional Engineer, UT

Why Mark? Mark has more than 33 years of water resource engineering experience, with expertise in **drinking water pipelines** pressurized irrigation pipelines, and sewer pipelines in **UDOT** right-of-ways. This includes pressurized pipelines with short and long services lines on both sides of busy UDOT roads.

As Project Manager, Mark will be responsible for development of the project design, bidding, and construction support. Mark's approach to project management will support efficient and quality design with excellent communication with the City. Mark brings significant experience preparing specifications, bid documents, cost estimating, and managing the construction of projects. He will ensure that adequate staff and resources are available for projects through proper planning and coordination with the team

Mark will focus on effective communication with American Fork City and the project team to ensure the City's expectations and goals are met.



Skills and Qualifications:

- Project management skills
- Ability to work well with others
- Expertise in water system design & construction
- Recent drinking water pipeline experience in UDOT roads.
- Extensive drinking water distribution experience

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Similar Projects Completed by Project Manager Mark Atencio:

- Mapleton Hwy 89 (**UDOT**) 12-inch **Drinking** Water Pipeline
- Saratoga Springs Mountain View Corridor (**UDOT**) 16-inch and 24-inch **Drinking** Water Pipelines
- Saratoga Springs Pioneer Crossing (**UDOT**) Well 7 8-inch **Drinking** & 8-inch Pressure Irrigation Pipelines
- Salt Lake City Public Utilities three mile 24-inch Steel **Drinking** Water Pipeline (**UDOT**)
- Taylorsville Bennion Improvement District 5400 South & I-215 (**UDOT**) 24-inch **Drinking** Water Transmission Pipeline
- Mapleton Hwy 89 (**UDOT**) 12-inch Pressure Irrigation Pipeline
- Saratoga Springs Redwood Road (**UDOT**) 21-inch Sewer Pipeline
- Salt Lake City Public Utilities five mile 16-inch Sewer Force Main Pipeline I-80 (**UDOT**)
- Saratoga Springs Mountain View Corridor (**UDOT**) 24-inch **Drinking** Water Pipelines (**UDOT)**

Pipeline Projects Completed by Project Manager Mark Atencio:

- Interstate Pipeline 10 mile long 34-inch Irrigation Pipeline (Utah-Wyoming)
- Young Living Farms 8-inch **Drinking** Water Pipeline Distribution System
- Saratoga Springs 145 North 16-inch PVC Pressurized Irrigation Pipeline
- Saratoga Springs Dandelion Drive **Drinking** and Irrigation Pipelines (Review of design by others)
- Saratoga Springs Mt Saratoga 12-in PVC PI and **Drinking** Pipelines (Review of design by others)
- Saratoga Springs Wild Blossom 12-in PVC PI and **Drinking** Pipelines (Review of design by others)
- Saratoga Springs Lift Station 9-Northshore 12-in Sewer Force Main Pipeline (Review of design by others)
- Saratoga Springs Lift Station 10-Wildflower 4-in Sewer Force Main Pipeline (Review of design by others)
- Confidential Client – Review of Failed Sewer Force Main Pipeline
- Huntsville Monastery 8-inch **Drinking** Water Pipeline
- JVWCD 13400 South (UDOT) 30-inch Steel **Drinking** Water Pipeline
- JVWCD Hyland Lake Drive and Wallace Lane East 8-inch PVC Pipeline, Holladay
- JVWCD 1300 East 8-inch Steel Pipeline, (**UDOT**) Murray City and Salt Lake County
- JVWCD 900 East 16-inch PVC Pipeline, Murray
- JVWCD 10200 South 42-inch Steel Pipeline, West Jordan
- JVWCD 7800 South 24- and 30-inch Steel Pipeline*, West Jordan
- JVWCD Etienne Way 24-in DIP Pipeline, Sandy
- JVWCD 66-inch Steel Southwest Aqueduct, Bluffdale
- JVWCD 3200 West 36-inch Pipeline, West Jordan
- JVWCD 15000 South 48-inch Steel Pipeline, Bluffdale
- JVWCD 300 East 6-inch PVC Pipeline, Salt Lake County
- JVWCD Distribution Pipeline Replacement Projects, Salt Lake County

Tyler Allen, PhD, PE | Principal in Charge Experience: **17 yrs**

Education: PhD, Civil Engineering-Hydraulics | BS, Civil & Environmental Engineering | Utah State University

Tyler's professional focus has included hydraulic analysis, design, and construction of pressurized pipeline design, waterline distribution, transmission, rehabilitation, storage tanks, and pump stations. He also provides cost estimating services for most o the projects where he serves as the Project Engineer or Project Manager.

Related Project Experience:

- **Midvale** | 700 West Pipeline and JVWCD Meter Vault: 20-inch WSP and PVC Pipeline
- **Riverton** | 13400 S Bangerter Hwy Drinking Water and PI Realignment: 18-inch DIP & HDPE
- **South Jordan** | Zone 7/8 Tank, Pipeline, and JVWCD Vault 36-inch DIP
- **South Jordan** | 10400 S. and Bangerter Pipeline Realignment: 30-inch DIP and HDPE
- **Kearns Improvement District** | 5MG, Zone E, and Zone D Tank/Vaults and Transmission Lines: 18-inch to 30-inch DIP
- **Taylorsville-Bennion Improvement District** | 24-inch Transmission Pipelines
- **Jordan Valley Water Conservancy District** | 2022-23 Vault Improvements
- **Jordan Valley Water Conservancy District** | 2023-24 Vault Improvements

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Mike Chambers, MS, PE, PMP | Technical Advisor / QA Experience: **33 yrs**

Education: MS, BS – Civil & Environmental Engineering | Brigham Young University

Mike has successfully delivered multiple large diameter water projects, including many with accelerated schedules and difficul terrain and potentially hazardous conditions. He has completed alignment studies, assisted with property and easemen acquisition, final design, and engineering services during construction for water districts and municipalities in Utah.

Related Project Experience:

- **Central Utah WCD** | CWP 800 North Aqueduct Extension | 2 miles of 48" WSP through the former Geneva Steel property
- **Cache Water Restoration Project** | Included 66" RCP, 24"-42" PVC, 42" WSP, 4"-20" HDPE, and a 5'x5' to 5'x6' box culver
- **CUWCD** | CWP North Shore Terminal Reservoir | 48" WSP, 60" WSP inlet and outlet and 42" WSP overflow piping
- **Provo** | 48" Canyon Pipeline Alignment Study and Preliminary Design | Over 5 miles of 48" WSP through Provo Canyon, city streets, and UDOT right-of-way
- **CUWCD** | CWP North Shore Aqueduct Alignment Study and Preliminary Design | Over 13 miles of 60" WSP from the forme Geneva Steel site to the NSTR in Saratoga Springs

Aaron Olney, PE | Project Engineer Experience: **5 yrs**

Education: BS – Civil & Environmental Engineering | Utah State University

Mr. Olney is an engineer at Hansen, Allen & Luce, Inc. (HAL) with experience in a variety of projects including survey, planning and design. His project experience includes waterline design, road design, storm drainage, site grading, irrigation, sewer design water storage tank design, and water storage pond design. Aaron has gained experience in many design programs including AutoCAD Civil 3D and ArcGIS.

Related Project Experience:

- **Mapleton Utah** | Hwy 89 12-inch Drinking Water Pipeline | 2,900 ft of 12-inch PVC drinking water pipe
- **Mapleton Utah** | Hwy 89 12-inch Pressure Irrigation Pipeline | 4,600 ft of 12-inch PVC pressure irrigation pipe
- **Salt Lake City |** North Bench Pump Station | Drinking water pump station and 4,200 ft of connected 10-, 12-, 18- and 20 inch drinking water pipelines
- **Saratoga Springs |** Booster 8 Drinking Water Pump Station | Drinking water pump station and 1,200 ft of connected pipelines

HAL TEAM'S RELATED PROJECT EXPERIENCE

MAPLETON CITY | HWY 89 (UDOT) 12-INCH DRINKING WATER PIPELINE

Seth Barrus | Assistant City Engineer | 801.806.9157 | Skyler Fullmer | Newman Construction Project Manager | 801.349.0974

HAL Personnel: Mark Atencio - Project Manager, Mike Chambers - QA Review, Aaron Olney - Design Engineer

- 2,900 ft of 12" PVC drinking water pipeline in UDOT road
- Construction phasing based on available budget
- Move service connections from old to new pipeline
- Subsurface utility engineering

INTERSTATE IRRIGATION DISTRICT | 34-INCH HDPE PRESSURIZED IRRIGATION PIPELINE

Randy Laughter | Irrigation District President | 307.870.6217 | Camden Gowans | Wollam Construction | 801.938.9170

HAL Personnel: Mark Atencio - Project Manager, Mike Chambers - QA Review, Aaron Olney - Design Engineer

- 10 miles of 34-in HDPE irrigation pipeline
- Creative use of on-site materials.
- Designed to meet requirements of Bureau of Reclamation and Wyoming Water Development Office.

MAPLETON CITY | HWY 89 (UDOT) 12-INCH PRESSURE IRRIGATION PIPELINE

Seth Barrus | Assistant City Engineer | 801.806.9157

HAL Personnel: Mark Atencio - Project Manager, Mike Chambers - QA Review, Aaron Olney - Design Engineer

- 4,600 ft of 12" PVC pressure irrigation pipe in UDOT road
- Construction phasing based on available budget
- Subsurface utility engineering
- UDOT coordination

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SARATOGA SPRINGS | MVC (UDOT) 16-INCH & 24-INCH DRINKING WATER PIPELINES

Jeremy Lapin | City Engineer & Public Works Director | 801.766.6506

HAL Personnel: Mark Atencio - Project Manager, Mike Chambers - QA Review, Aaron Olney - Design Engineer

- 6,870 gpm drinking water pump station
- Pipeline in Mountain View Corridor (UDOT road)
- 16-inch and 24-inch DIP drinking water pipelines
- Connects CUWCD booster station & distribution system

SARATOGA SPRINGS | WELL 7 8" DRINKING WATER & 8" PRESSURE IRRIGATION PIPELINES

Jeremy Lapin | City Engineer and Public Works Director | 801.766.6506

HAL Personnel: Mark Atencio - Project Manager, Mike Chambers - QA Review, Aaron Olney - Design Engineer

- 900 gpm well pump house
- 8-inch PVC drinking water pipeline under UDOT road
- 8-inch PVC pressure irrigation pipeline under UDOT
- Subsurface utility engineering
- 115-ft horizontal directional drill
- Easement acquisition

SARATOGA SPRINGS | REDWOOD RD (UDOT) 21-INCH SEWER PIPELINE

Jeremy Lapin | City Engineer and Public Works Director | 801.766.6506

HAL Personnel: Mark Atencio - Project Manager, Mike Chambers - QA Review, Aaron Olney - Design Engineer

- 5,000 ft of 21-inch PVC gravity sewer pipeline
- Construction in Redwood Road (UDOT)
- Subsurface utility engineering
- Coordination with HOA and landowners

MIDVALE CITY | 700 WEST PIPELINE AND JVWCD METER VAULT

Keith Ludwig | City Engineer (Retired) | 801.256.2574

HAL Personnel: Tyler Allen - Project Manager, Marv Allen - QA Review

- 2,530 ft of 20" PVC pipeline.
- Additional source capacity connection to the JVWCD
- Connection to existing system
- New JVWCD Meter Vault.

SOUTH JORDAN CITY | ZONE 7/8 TANK PIPELINE AND VAULT

Brad Klavano | City Engineer | 801.446.4357

HAL Personnel: Tyler Allen - Project Manager, Marv Allen - QA Review

- 4,200 ft of 30" PVC pipeline.
- 4,700 ft of 18" PVC pipeline
- New JVWCD meter vault
- Connection to new storage tank

KEARNS IMPROVEMENT DISTRICT | 5 MG TANK AND 30" PIPELINE AND VAULT

Greg Anderson | District Engineer | 801.968.1011

HAL Personnel: Tyler Allen - Project Manager, Marv Allen - QA Review

- 3,500 ft of 30" DIP pipeline.
- 1,000 12"-21" RCP Drain pipeline
- UDOT Right of Way
- New storage tank

KEARNS IMPROVEMENT DISTRICT | ZONE E TANK, VAULTS AND TRANSMISSION LINE

Greg Anderson | District Engineer | 801.968.1011

HAL Personnel: Tyler Allen - Project Manager, Marv Allen - QA Review

- 2,900 ft of 18" DIP pipeline.
- Storm drain piping connections
- New storage tank

KEARNS IMPROVEMENT DISTRICT | ZONE D TANK, VAULTS, AND TRANSMISSION LINES

Greg Anderson | District Engineer | 801.968.1011

HAL Personnel: Tyler Allen - Project Manager, Marv Allen - QA Review

- 1,200 ft of 24" PVC pipeline.
- 1,000 ft of 30" PVC pipeline
- New valve vault
- New storage tank

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PROJECT UNDERSTANDING, SCOPE, AND APPROACH

PROJECT UNDERSTANDING

An existing 8-inch waterline in 100 E from 740 N to 1120 N has been in service beyond the end of its functional life. Approximately 2,900 feet of 8-inch pipe needs to be replaced. The new waterline will connect to the existing water distribution system on the north side of the intersection of 100 E and 1120 N and the south side of the intersection of 100 E and 740 N. The existing drinking water system will remain in service throughout the installation of new pipe. The pipeline is to be located within existing UDOT right-of-way and will comply with both UDOT and City standards.

The engineering scope of work will include survey, utility locations, subsurface geotechnical investigations, preparation o construction drawings and specifications, and engineering services during construction of the project.

SCOPE OF WORK

TASK 1: WATERLINE DESIGN

1.1: Meetings and Project Management

Objective: To coordinate project needs, plans and progress with City and to manage the project to meet City's needs.

Activities:

- Project administration/management, coordination, and communication.
- Project Kickoff Meeting to establish roles and responsibilities, review objectives and goals, review the schedule deliverables, address known issues and concerns, discuss the communication plan, and request required data.
- Participate in weekly virtual design coordination/progress meetings with City personnel.
- Participate in design review/coordination meetings at 30%, 60%, and 90% design milestones with City personnel.

Deliverables:

- Meeting Notes as applicable.
- Weekly project status reports.

Assumptions:

- Attendance at an in-person Kickoff Meeting.
- Attendance at 12 weekly virtual design coordination/progress meetings during the design phase (average meeting time is 15 minutes).
- Attendance at three in person design review/coordination meetings.

1.2: Preliminary Engineering (30% Design)

Objective: Collect utility data through the project corridor, coordinate with UDOT, develop base map drawings to be used for design, and prepare preliminary design drawings of the alignments (plan view only).

Activities:

- Review City's hydraulic water model results for this pipeline.
- Topographic and utility survey of alignment.
- Utility search.
- Base map development.
- As an additive alternative, HAL can provide geotechnical investigations which helps lower bid pricing.
- Prepare 30% design drawings (plan view) of the pipeline alignment alternatives.
- Coordination with UDOT to determine design constraints and construction requirements.
- Meet with City to select review the preliminary alignment.
- Identify key locations of utility conflict for the City to perform potholing and measurement of the conflicting utilities.
- Coordinate with UDOT to obtain feedback to guide the selection of the alignment.

Deliverables:

- Preliminary design drawings (plan view)

Assumptions:

- The City will perform the potholing efforts.

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1.3: Final Design

Objective: Develop 60%, 90%, and Final design and Bidding Documents for the waterline.

Activities:

- Prepare 60% design drawings.
- Design roadway striping revisions for a bike lane.
- Prepare 90% design drawings
- Develop an Engineer's Opinion of Probable Construction Costs
- Prepare Final drawings
- Prepare bid schedule
- Prepare one technical specification section to supplement the City's standard specifications.

Deliverables:

- 30% design drawings
- Subsurface utility locating report
- 60%, 90%, and 100% design drawings
- Engineer's Opinion of Probable Construction Costs
- Bid Schedule and one technical specification

UDOT Coordination

We have worked with UDOT recently on several pipeline projects. We have learned the **key to success** is to involve UDOT early in the process to provide input and define expectations. We recommend **meeting with UDOT engineering and permitting staff** throughout the design phase to receive feedback and direction. This approach has been successful for us on our projects.

TASK 2: BIDDING

Objective: Assist City during bidding of the project to obtain and evaluate bids for construction of the work.

Activities:

- Review City prepared bid documents.
- Attend Pre-Bid Meeting and generate meeting notes
- Review and respond to Contractor's Questions
- Issue addendum (one addenda assumed)
- Review and tabulate bids; prepare a recommendation of award letter.

Deliverables:

- Pre-bid conference agenda
- Pre-bid conference meeting minutes
- One addendum
- Bid tabulation and recommendation of award letter

TASK 3: CONSTRUCTION MANAGEMENT

Objective: Assist City during the construction of the project including review of Contractor submittals, RFIs, and participate in construction meetings as requested by City.

Activities:

- Attend pre-construction meeting.
- Attend weekly construction progress meetings and prepare meeting notes (4 months * 4 weeks = 16 meetings).
- Provide up to four hours per week of onsite or office construction services (on average).

Output:

- Attend pre-construction meeting and progress meetings
- Construction meeting notes
- Other tasks as directed by the City including:
- Review of Contractor submittals and RFIs
- Work change directives, Change orders.
- Review Contactor Pay Requests
- Substantial completion documentation
- Record Drawings

Assumptions:

- Construction is expected to require four months which will occur in 2026.

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RISK ASSESSMENT AND MITIGATION STRATEGY

RISK	MITIGATION
UDOT Permitting Delays	• HAL will coordinate with UDOT to identify critical design issues including pipeline alignment, affected travel lane(s), edge of pipeline trench cut, edge o T-patch, likely traffic control pattern. • Based on using this same approach on past pipeline projects in UDOT proje we do not anticipate a UDOT permitting delay for the City's contractor.
Impacts to Traffic	• Closures may be necessary at the 1120 N intersection when making the connection to existing pipelines. • A traffic lane will need to be shifted due to pipeline construction. • HAL will work to determine a pipeline alignment which allows for vehicle trav lanes in both directions to minimize effects on traffic
Impacts to Property Owners	• Impacts to residential driveway access is unavoidable; HAL recommends sharing a message at the beginning of the construction work with affected residents about the benefits of the project and the impacts during constructio • HAL will create a specification requiring weekly communication from the Contractor to the City and the affected residents to help residents plan their lives and to be safe during the construction. • HAL recommends restricting curbside parking during the construction proces based on our site visits, there are limited cars parking on the street, and this restriction is likely to be acceptable to the public.
Challenging Intersection	• The 1140 North Intersection is a significant traffic and safety issue. • To minimize the impact of construction, to keep traffic moving, and to create safe condition, we recommend allowing north-south traffic to continue while closing the east and west legs of the 1140 North-100 East Intersection from closed from Friday 6:00 AM until Monday 6:00 AM. • This closure will occur two – three times to allow for construction of the pipeline, connections to the distribution system, and for pavement restoration
Negative Public Perception	• Work with American Fork City Public Involvement staff to notify residents of ongoing activities on a weekly basis. • Require Contractor provide variable message boards with weekly updates of projected construction progress.
Potential Utility Conflicts	• Identifying critical potential conflicts to be potholed by City.





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PROJECT MANAGEMENT AND COMMUNICATION

With over 50 years of experience, HAL has become a smoothly operating team. With our **expertise** and **experience,** we will no be "practicing" on the City's projects, rather we will be performing at a high level.

Our approach to success anticipates that each project will have unique features which must be addressed. We know a successfu project begins by carefully listening to the City's staff to make sure we understand their concerns and project objectives.

COORDINATION WITH AMERICAN FORK CITY

HAL puts significant emphasis on empowering our clients to remain in control of their project. We refer to this as **"Keeping the client in the driver's seat."**

HAL follows a structured project delivery method, developed over decades of experience on similar projects. As with all ou projects, we will start the project with a solid kickoff meeting involving our team and City staff to build a strong foundation o understanding. Our veteran design team will use this meeting to gain input for defining facility locations, identify potential conflicts with existing infrastructure, and understand the City's preferences for materials and equipment, as well as operational and maintenance requirements. We will also review the proposed project schedule and develop the proper lines of communicatior for the project

COMMUNICATION

HAL employs many important communication techniques for every project including:

- We commit to holding weekly project coordination meetings with the City
- Preparing written notes after significant meetings
- Regular phone calls
- Regular emails
- Providing project status-based invoices

Keys for Success

- ✓ Transparent communication
- ✓ Consistent application of QA/QC
- ✓ Respectful, timely resolution of conflict
- ✓ Active engagement of the City and Key Stakeholders at milestones

QUALITY ASSURANCE, DOCUMENTATION, AND PROJECT SCHEDULE

QUALITY ASSURANCE

HAL has an internal Quality Assurance program for every design deliverable. The process includes review of the design drawings by the project manager. Color coding is used within collaborative Bluebeam Revu sessions in which all the design team has access to the red-lined drawings at the same time. Designers color code the redlines when the drawings are updated. The projec manager performs a quality control review using a different color-coding system. Following preparation of the design drawings a quality assurance review is performed by a senior engineer who is not involved in the design of the project.

DOCUMENTATION

Our team understands the importance of field inspection planning, field reports, and inspection documentation. HAL will be responsible for preparing meeting minutes and provide weekly project status reports as detailed in the scope of work above.

DESIGN PHILOSOPHY

We have received continual feedback from several contractors that the extent of the detail provided in HAL designs allows for a reduction in contingency resulting in lower bids. This results in significant savings to the City on construction costs. We recognize that a highly detailed design requires more budget for the engineering upfront; however, the additional cost for engineering is typically significantly less than the amount of savings on the construction side. Besides the obvious advantage of the overal project cost savings, a detailed design provides the City with more input and control over the design of the final product and typically results in less change orders, surprises, and schedule delays during construction.

PROJECT SCHEDULE

We have evaluated the complexity of the project and prepared a projected schedule which is outlined in the table below. Ou schedule is based on an understanding that the City intends to bid the project for construction to begin in the spring of 2027.

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With an understanding of the City's vision of the construction schedule, a design approach that will minimize impact to the public and a focus on a quality design that will result in the lowest project cost to the City, we created the projected schedule below The schedule is neither aggressive nor extended; our projected schedule is realistic. A schedule approach like this will keep the HAL and City's teams focused on the design in an efficient manner with adequate time to create a quality design product.

AMERICAN FORK CITY
100 EAST WATERLINE REPLACEMENT PROJECT

DESIGN SCHEDULE

Task	Description	January				February				March				April			
		5	12	19	26	2	9	16	23	2	9	16	23	6	13	20	27
101	Kickoff Meeting	★		←	Design Kickof Meeting												
102	Topographic Design Survey																
103	Utility Research																
104	Geotechnical Investigations																
105	30% Design																
	City Review																
	30% Design Review Meeting	30% Design Review						★									
106	60% Design																
	City Review																
	60% Design Review Meeting					60% Design Review						★					
107	90% Design																
	City Review																
	90% Design Review Meeting								90% Design Review						★		
108	100% Plans and Specifications							100% Construction Documents									
109	Bidding Services and Construction Services to be completed between April - October 2026																
	★ = Key Meetings																

COST PROPOSAL

Our estimated fee for providing engineering design, bidding, and construction services for the 100 East water pipeline is detailed in the separate 11 x 17 file included with our proposal submittal. **Per the RFP requirements, proposed fees will remain firm for 120 days after the closing date of this RFP.** Annual rate adjustments will occur in January of each year.

VALUE

Our company philosophy is to provide quality engineering which results in the highest quality and lowest cost project for the City Compared to other consultants, our fee is not typically the lowest fee, but our quality approach to engineering will provide the City with lower cost construction bid prices and an **overall lower project cost**.

VALUE-ADDED TASKS

Geotechnical Analysis of Existing Soils

HAL Engineers can perform hydraulic modeling of the City's distribution system to guide and inform the City's decision on pipe size. We would be pleased to add a hydraulic modeling task to determine if a pipe larger than 8-inches is the right solution for the project.

Hydraulic Computer Modeling

HAL Engineers can perform hydraulic modeling of the City's distribution system to guide and inform the City's decision on pipe size. We would be pleased to add a hydraulic modeling task to determine if a pipe larger than 8-inches is the right solution for the project.

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Tyler G. Allen, Ph.D., P.E.

Chief Operating Officer

Professional Experience

Summary

Dr. Allen is the Chief Operating Officer at Hansen, Allen, & Luce, Inc. (HAL). His professional focus has been on hydraulic analysis, design, and construction of water related infrastructure. Dr. Allen's experience includes more than 17 years in hydraulic/hydrologic analysis and design of storage tanks, drainage systems, detention basins, pipelines for storm drain, sewer, and pressurized water systems. Additionally, he has been involved in various projects involving solid and hazardous waste landfill design including drainage systems and various FEMA flood mapping projects.

Dr. Allen has been involved in various design-related projects involving AutoCAD Civil 3D design. he has also become proficient using GIS along with hydrologic and hydraulic modeling software (HEC-HMS, HEC-RAS, SewerCAD, and AutoCAD Storm and Sanitary Analysis 2011).

Dr. Allen received his B.S. and Ph.D. degrees from Utah State University in Civil and Environmental Engineering with an emphasis in hydraulics.

Experience

2008 to Present: Hansen, Allen & Luce – Currently Chief Operating Officer

Dr. Allen has served as project manager, project engineer or technical advisor on numerous projects. His responsibilities include engineering and management functions, estimating and oversight of project budgets, execution and oversight of engineering activities, client relations and marketing assignments in the following areas.

Hydraulic Analysis and Design
Pressurized Pipeline Design

South Jordan City | 2018 Transite Pipe Replacement Projects
South Jordan City | 2020 Transite Pipe Replacement Projects
South Jordan City | 10400 South Bangerter 30" Pipeline Realignment
South Jordan City | 9800 South Bangerter Pipeline Realignment
South Jordan City | Zone 7/8 42" Transmission Pipeline and Meter Vault
Riverton City | 13600 South Bangerter 18"-24" Pipeline Realignment
Midvale City | 700 West 20" Pipeline and JVWCD Meter Vault
Midvale City | JVWCD Retail Area Takeover Design
Midvale City | 2018 Waterline Projects
Midvale City | 2017 Waterline Projects
Midvale City | 2015 Waterline and Storm Drain Projects
Midvale City | 2013 Waterline Projects
Murray City | 2019 State Street Waterline Replacement
Murray City | 5600 South LCC Waterline Crossing
Murray City | Winchester Waterline Trax to State Street
Kearns Improvement District | 5 Million Gallon Tank and 30" Transmission Line
Kearns Improvement District | 5 Million Gallon Tank Transmission Line
Kearns Improvement District | Zone E 1.5 MG Tank Transmission Line
Taylorsville Bennion Improvement District | 24" Transmission Pipeline

Design of Drinking Water Storage Tanks/ Booster Stations

Vineyard | 6 MG Tank and Booster Station
Bluffdale | Zone 1 West 4 MG Tank
Bluffdale | Zone 2W Drinking Water Tank and Booster Station
Logan City | Bluff Tank and Pipe Study Design
Logan City | 10 MG First Dam Tank and Booster Station
Kearns Improvement District | Zone E 1.5 MG Tank
Kearns Improvement District | 5 Million Gallon Tank
South Jordan City | Zone 7/8 Tank



Education

Ph.D. | Civil and Environmental Engineering | Hydraulics / Water Resources
Utah State University

Bachelor of Science | Civil and Environmental Engineering
Utah State University

Registrations

- Professional Engineer – Uta

Affiliations

- American Water Works Association

Awards

Cum Laude Graduate
Utah State University

Scholarship from Department of and Environmental Engineering
Utah State University

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Mark G. Atencio, M.S., P.E.

Project Manager, Civil Engineer

Professional Experience

Summary

Mr. Atencio has focused more than 33 years of engineering on water resource projects. Mark's experience includes the development, design, construction, operation, and maintenance of water resource projects including wells, booster pump stations, storage tanks, and pipelines.

Mark received his BS degree in Civil Engineering from Brigham Young University in 1993 and his MS degree in Civil Engineering, Water Resources, from Utah State University in 1994.

Experience

2019 – Present: Project Manager – Hansen, Allen & Luce
2017–2019: Water Resource Project Manager – Horrocks Engineers
2012–2017: Water Resource Project Manager – Stantec Consulting Services
1994–2012: Jordan Valley Water Conservancy District – Engineering Dept Manager
1991–1993: City of West Jordan – Engineer

Pipelines

Mapleton City | 12-in Drinking Water US-89 Pipeline
Saratoga Springs City | 16-inch Pioneer Pipeline
Mapleton City | 12-in Pressurized Irrigation US-89 Pipeline
Saratoga Springs City | 16-inch Pioneer Pipeline
Saratoga Springs City | Wild Blossom 12-in PI and DW Pipelines
Saratoga Springs City | 145 North 16-inch PVC Secondary Water Pipeline (1,500 LF)
Saratoga Springs City | 24-inch Redwood Road PVC Sewer Pipeline

Storage Tanks

St. George City | Webb Hill water storage tank, pipeline, and pump station.
Washington City | 500,000 gallon conventionally reinforced storage tank, Washington, Utah
Saratoga Springs City | 0.75 MG Wildflower storage tank #11
Saratoga Springs City | 1.0 MG Mt Saratoga storage tank #9
Saratoga Springs City | Pre-design of 4 MG Zone 2 South storage tank #20
Saratoga Springs City | Pre-design of 5 MG Zone 1 North storage tank #8
Salt Lake City | Utah State Correctional Facility, Two 1.5 MG concrete water storage tanks
Mona City | Young Living Farms, 250,000 Gallon Reinforced Concrete Drinking Water Storage Tank
West Jordan City | JVWCD 6 MG Zone D Rectangular Water Tank (Project Manager
West Jordan City | JVWCD 1.0 MG Tank at Southwest Groundwater Treatment Plant

Booster Pump Stations

Saratoga Springs City | 2 MGD Wildflower drinking & irrigation booster station #4
Saratoga Springs City | 2 MGD Wildflower irrigation booster station #9
Salt Lake City | Utah Correctional Facility drinking water pump station
Washington City | Highlands Water Pressure Zone back-up pump station
Sandy City | JVWCD 10730 South 1300 East bi-directional booster pump station
South Jordan City | JVWCD 13400 South 3300 West Booster Pump Station
South Jordan City | JVWCD 3145 West 11400 South Bi-Directional Pump Station
Saratoga Springs City | 2 MGD North Shore Sewer Lift Station #9

Well Pump Stations

Lakeside, UT | Oquirrh Mtn Water, Hole in the Rock #2
West Jordan City | Well 8 Ron Wood Park
Saratoga Springs City | Well 7 Well House
Salem City | Viridian Well House
Mona City | Young Living Drinking Water Well pump station
Mona City | Canyons Golf Course SPH21 Well pump station
Morgan County, UT | Snowbasin Resort, Strawberry well pump station
Washington Terrace, UT | WBWCD Washington Terrace Well House
Sandy City | JVWCD 8578 South Moniter Drive Well pump station
Sandy City | JVWCD 1364 East 6400 South Well pump station



Education

Master of Science | Civil Enginee | Water Resources
Utah State University

Bachelor of Science | Civil Engin g
Brigham Young University

Registrations

- Professional Engineer – Uta

Affiliations

- American Water Works Association
- American Society of Civil Engineers
- American Public Works Association
- Rural Water Association of U
- Utah Water Users Associatio

Awards

2008 Utah Division of Water Qua
Outstanding Service to the Great Lake Steering Committee

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Michael M. Chambers, M.S., P.E., P.M.P.

Principal and Chief Engineer

Professional Experience

Summary

Mr. Chambers has more than 33 years of experience in the design and management of water-related engineering studies and design projects. His experience has focused on water and wastewater engineering projects including the evaluation and design of large diameter pressure and gravity pipelines, water storage tanks, well houses, pumping facilities, spring development, river diversions, and regulatory compliance. Projects have included irrigation, drinking water, secondary water, wastewater, and groundwater studies and designs.

Mike was the Lab Director of Environmental Engineering Laboratory and oversaw water and wastewater quality analyses for several large and small water districts in southern California. He currently serves as a board member of the North Utah County Water Conservancy District. Mike earned B.S.C.E. and M.S. degrees from Brigham Young University.

Experience

2013 – Present: Principal – Hansen, Allen & Luce
Mr. Chambers has been involved in a wide range of water resource evaluation and design projects. He has been a project engineer, project manager, and technical advisor on both large and small projects for municipalities, water and wastewater districts, and private entities. Mr. Chambers is also responsible for preparing and maintaining HAL's Standard Specifications. The following lists some of the projects Mr. Chambers has worked on over his 33-year career:

Master Plans and Studies

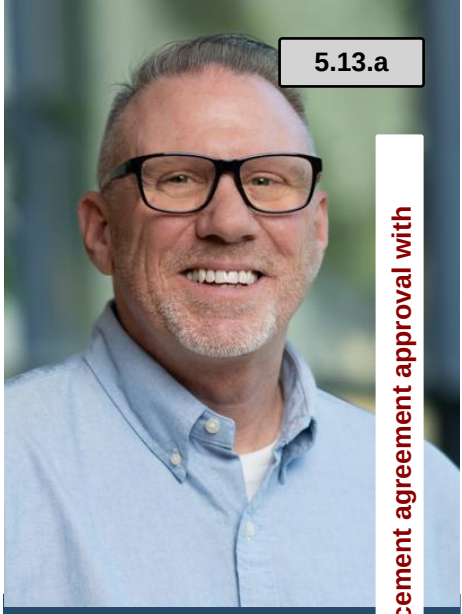
- Sewer Flume and Billing Method Evaluations for TSSD
- Secondary irrigation water master plan updates for West Jordan, UT
- Barrens Reservoir Delivery Plan Study for the State of Utah DWRe.
- Wasatch County Water Efficiency Study for CUWCD.
- Sevier River Salinity Study for the Spanish Fork-Nephi Irrigation System for CUWCD.

Pipeline Planning and Design

- Preliminary design for the Provo 48-inch diameter Canyon Pipeline project.
- Technical Advisor for the Salt Lake City dual 36-inch diameter HDPE forcemains from the new Influent Pump Station to the new WRF.
- Design for the Salt Lake City DPU 2100 East and 2200 East Storm Drain project.
- Murray City West Trunk Sewer Extension consisting of 30-inch, 24-inch, and 18-inch PVC.
- Design and services during construction for the Cache Water Restoration Project (CWRP) which included the enclosure of open irrigation canals in pipelines and box culverts. The project also included a 20-inch plunger valve to discharge pressurized water into an open canal and a new Logan River diversion structure with fish screens, screen cleaner and fish bypass flume.
- Design and services during construction for the CWP Orem 800 North Aqueduct Extension for the CUWCD. The pressure pipeline was 48-inch diameter welded steel pipe and 16-inch ductile iron pipe. The project also included a 24-inch plunger valve to reduce pressure and control flow from the Utah Valley WTP.
- Design and services during construction for gravity and force main sanitary sewers for the North Davis Sewer District, City of Elko, and City of Rio Rancho.
- Planning, alignment studies, and preliminary design for the CWP North Shore Aqueduct and the Wasatch County Water Efficiency Project for the CUWCD.

Pump Station Evaluation and Design

- Technical Advisor for the Salem BYU East Well House.
- Technical Advisor for the Lehi Low Hills Pump Station
- Technical Advisor for the Provo River WTP High Service Pump Station
- Technical Advisor for the design of the Saratoga Well #7 Equipping Project
- Design and services during construction for the Saratoga Springs Welby Jacob Pond and Pump Station.
- Design and services during construction for the Saratoga Springs Wildflower Zone 3 Irrigation pond.
- Design and services during construction for Lehi Cold Springs Ranch Well and Irrigation Booster Pump Station with pond intake screen structure and airburst system.



Education

Master of Science | Civil and Environmental Engineering
Brigham Young University

Bachelor of Science | Civil and Environmental Engineering
Brigham Young University

Registrations

- Professional Engineer – Utah, California
- Project Management Professional (PMP)

Affiliations

- American Water Works Association
- Water Environment Federation
- APWA Standard Plans and Specifications Committee Member
- North Utah County Water Conservancy District Board Member/Chairman and President
- Project Management Institute

HANSEN ALLEN & LUCE ENGINEERS

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Aaron B. Olney, B.S., P.E.

Civil Engineer

Professional Experience

Summary

Aaron's focus is on infrastructure design. He has experience in the design of all types of water conveyance facilities with a focus on system optimization and overall improvements. Aaron communicates with clients to determine their system's needed improvements. He prioritizes these needs while optimizing efficiency, reliability, feasibility and reduced construction and operational cost in his designs.

Design

Aaron plays an important role in HALs design team. He regularly performs calculations and contributes to the development of engineering drawings, specifications and cost estimating. Aaron has significant experience in a variety of projects, including pump stations, well houses, lift stations, gravity pipelines, pressure pipelines, irrigation ponds, grading and site design. Aaron has assisted clients with design projects from conceptual plans all the way to constructed projects. He has supported dozens of projects by identifying efficient ways to minimize construction and operating costs, and to maximize efficiency of facilities.

Aaron excels at creating Civil3D surface and pipe models for infrastructure designs. His designs fit within site constraints and meet future system demands. Aaron evaluates and modifies designs to prioritize functionality, efficiency, feasibility and reduced construction expenses. Aaron's 3D models are used to accurately take off quantities cost estimates during design and bidding and later used to construct capital projects with precision.

Services During Construction

Aaron prides himself on seeing a design from start through end of construction. Aaron is a problem solver. He is quick to evaluate and recommend effective solutions to unforeseen circumstances during construction. Aaron quickly responds to construction needs including reviewing contractor submitted submittals, requests for information and overseeing construction activities to ensure facilities are built in conformance to design drawings and specifications.

Experience

May 2022 - Present: Project Engineer – Hansen, Allen & Luce
January 2021 – April 2022: Project Engineer, KM Engineering, LLP
Summer of 2019: Engineering Intern, Freeport-McMoRan Inc.

Pipelines

Mapleton City | US 89 12-Inch Drinking Water Pipeline
(2,900 ft of 12" PVC waterline) – 2023 (Project Engineer)

Mapleton City | US 89 12-Inch Pressure Irrigation Pipeline
(2,900 ft of 12" PVC waterline) – 2024 (Project Engineer)

Saratoga Springs City | 24-inch Redwood Road PVC Sewer Pipeline (Project Engineer)

Booster Pump Stations

Saratoga Springs City | Booster #8 (10 MGD drinking water booster) – 2025 (Project Engineer)

Saratoga Springs City | Lift Station #11 (Development of Design Basis for 4.8 MGD Sewer Lift Station) – 2024 (Project Engineer)

Salt Lake City | North Bench Pump Station (Drinking water pump station) – 2025 (Project Engineer)

Well Pump Stations

Lakepoint, UT | Oquirrh Mtn Water, Hole in the Rock #2 – 2025 (Project Engineer)

Irrigation Water Storage Ponds

Saratoga Springs City | Pond 1 (Replace synthetic liner with concrete liner) – 2025 (Project Engineer)

Saratoga Springs City | Pond 3 – Evans Lane (Replace synthetic liner with concrete liner) – 2025 (Project Engineer)



Education

Bachelor of Science | Civil Engine g
Utah State University

Registrations

Professional Engineer - Utah

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AGEC
Applied GeoTech

JAY R. MCQUIVEY, P.E.
Senior Geotechnical Engineer

RESPONSIBILITIES:

As a senior geotechnical engineer, Mr. McQuivey will have responsibility for the engineering aspects of geotechnical studies related to the project.

EDUCATION:

Master of Science in Civil Engineering, Brigham Young University, December, 1990
Bachelor of Science in Civil Engineering, Brigham Young University, December, 1989

PROFESSIONAL REGISTRATION: Professional Engineer, Utah

PROFESSIONAL EXPERIENCE:

Applied Geotechnical Engineering Consultants, Inc., Sandy, Utah, 1990 to present

Chen-Northern, Inc., Salt Lake City, Utah, Summer 1989

PROFESSIONAL SOCIETIES: ASCE

SPECIFIC PROJECT EXPERIENCE:

Representing AGEC, Mr. McQuivey has provided geotechnical engineering services for many waterline projects in the Salt Lake Valley and surrounding areas.

Clients that AGEC has performed similar services for have included utility owners and engineering firms. Some notable waterline projects are listed below:

- 1 Mile of 24-inch Waterline
  South of SR-92 in Lehi, Utah
  Report dated April 30, 2024

- 4,500 Feet of 36-inch Waterline
  11800 South and SR-111 in South Jordan, Utah
  Report dated January 10, 2023

- SLCPU Waterline Corrosivity Testing
  Holladay, Utah
  Letter dated August 10, 2022

- Sewer and Waterline Replacement
  Redwood Road from 3100 to 4100 South
  West Valley City, Utah
  Report dated May 11, 2022

- 4,800 Feet of 30-inch Secondary Waterline
  Emmeline Drive, Herriman, Utah
  Report dated November 28, 2017

- 1.5 Miles of 30-inch Waterline
  SR-111 and Old Bingham Highway
  South Jordan, Utah
  Report dated April 25, 2016

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PHASE	TASK	Labor Costs	Direct Exp Cost	Subtotal w/Contingency	Subconsultant Costs	SubTotal with Contingency
I	WATERLINE DESIGN	$50,722.00	$2,290.00	$58,313.20	$0.00	$58,313.20
II	BIDDING	$4,895.50	$215.50	$5,622.10	$0.00	$5,622.10
III	CONSTRUCTION MANAGEMENT	$13,859.00	$1,014.00	$16,360.30	$0.00	$16,360.30
	TOTAL w/Contingency:	$76,424.15	$3,871.45	$80,295.60	$0.00	$80,295.60

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REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
JANUARY 13, 2026

Department Public Works **Director Approval** *Sam Kelly*

AGENDA ITEM Approval and adoption of the Standard Operating Procedures for Municipal Stormwater Responsibilities required under the American Fork City MS4 Permit.

SUMMARY RECOMMENDATION
Staff recommends the City Council review and approve the Standard Operating Procedures (SOPs) developed by the Storm Drain Division to fulfill municipal responsibilities under the Utah Small MS4 Permit and American Fork City Stormwater Management Program.

BACKGROUND
American Fork City is required under the Utah Small MS4 Permit to implement written standard procedures for municipal operations that could impact stormwater quality. The Storm Drain Division has prepared a complete set of SOPs covering municipal, streets, storm drain, parks, water, and vehicle operations. The SOPs outline required procedures, employee training expectations, documentation standards, and BMP practices to prevent pollutants from entering the municipal storm drainage system.

The SOP packet consolidates the full list of required MS4-related procedures including: IDDE response, construction oversight, municipal maintenance, vehicle operations, chemical handling, open space management, and water system flushing. The SOPs also include maintenance procedures for catch basins, detention ponds, storm drain systems, and water facilities.

These SOPs are required to be kept current, readily accessible, reviewed annually, and incorporated into the City's Storm Water Management Program under Utah MS4 Permit UTR090015. Approval authorizes staff to use these SOPs for internal training and implementation.

BUDGET IMPACT
No direct budget impact. These procedures are required by the MS4 permit and are implemented by existing Public Works staff. Costs for implementation are already covered within existing departmental operating budgets.

SUGGESTED MOTION
Mr. Mayor, I move that the City Council approve and adopt the Standard Operating Procedures for American Fork City Municipal Separate Storm Sewer System activities as presented and authorize the Storm Drain Division to implement and update procedures as required for compliance with the Utah Small MS4 Permit.

SUPPORTING DOCUMENTS

(PDF Copy) Standard Operating Procedures American Fork City MS4 Permit (PDF)
(Word Copy) Standard Operating Procedures American Fork City MS4 Permit (DOCX)

STANDARD OPERATING PROCEDURES

AMERICAN FORK CITY

Prepared by: Storm Drain Division
Date: December 08, 2025

Attachment: (PDF Copy) Standard Operating Procedures American Fork City MS4 Permit (Standard Operating Procedures for Municipal

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BUILDINGS – Dumpsters/Garbage Storage

1. Preparation.

   a. Train employees on proper trash disposal.

   b. Locate dumpsters and trash cans in convenient, easily observable areas.

   c. Provide properly-labeled recycling bins to reduce the amount of garbage disposed.

   d. Install berms, curbing, or vegetation strips around storage areas to control water entering/ leaving storage areas.

   e. Whenever possible store garbage containers beneath a covered structure or inside to prevent contact with storm water.

2. Process.

   a. Inspect garbage bins for leaks regularly, and have repairs made immediately by responsible party.

   b. Request/use dumpsters, and trash cans with lids and without drain holes.

   c. Locate dumpsters on a flat, hard surface that does not slope or drain directly into the storm drain system.

3. Clean-up.

   a. Keep areas around dumpsters clean of all garbage.

   b. Have garbage bins emptied regularly to keep from overfilling.

   c. Wash out bins or dumpsters as needed to keep odors from becoming a problem.

4. Documentation

   a. Document training of employees

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BUILDINGS – Parking Lot Maintenance

1. Preparation.

   a. Conduct regular employee training to reinforce proper housekeeping.

   b. Restrict parking in areas to be swept prior to and during sweeping using regulations as necessary.

   c. Perform regular maintenance and services in accordance with the recommended vehicle maintenance schedule on sweepers to increase and maintain efficiency.

2. Process.

   a. Sweep parking areas, as needed, or as directed by the city's responsible official.

   b. Hand sweep sections of gutter if soil and debris accumulate.

   c. Pick-up litter as required to keep parking areas clean and orderly.

3. Clean-up.

   a. Dispose of sweepings properly (appropriate solid waste facility).

   b. Street sweepers to be cleaned out in a manner as instructed by the manufacturer and in a location that swept materials cannot be introduced into a storm drain.

   c. Swept materials will not be stored in locations where storm water could transport fines into the storm drain system.

4. Documentation.

   a. Keep accurate logs to track swept parking areas and approximate quantities.

   b. Document training of employees.

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CONSTRUCTION – Pre-Construction SWPPP

Description: This section contains information and guidelines for protecting and preparing a construction site with BMPs and a SWPPP.

Applicability: Protecting construction sites and surrounding runoff areas prior to construction.

1. Preparation

    a. Conduct a pre-construction review of site and planed operations.

2. Process

    a. Plan which BMPs to implement during construction to manage runoff created from site.

    b. Incorporate in the SWPPP a set of procedures that will protect potential water quality impacts.

    c. Incorporate into the SWPPP opportunities for use of low impact design (LID) and green infrastructure when opportunities exist.

3. Clean-up

    a. None.

4. Documentation

    a. Record all construction sites that disturb greater than or equal to one acre.

    b. Keep any notes or comments of any problems.

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CONSTRUCTION – During and Post Construction Site Inspection

Description: This section contains information and guidelines for protecting a construction site with BMPs and a SWPPP during and after the construction of a project.

Applicability: Protecting construction sites and surrounding runoff areas.

1. Preparation

    a. Incorporate a SWPPP in any construction project containing more than one acre in area.

2. Process

    a. Inspect construction site and surrounding area regularly for possible storm drain contamination.

    b. Follow SWPPP guidelines and checklists to verify that standards are met.

3. Clean-up

    a. Remove inlet protection.

    b. Clean flow paths.

4. Documentation

    a. Keep any notes or comments of any problems.

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IDDE - Call-in Inspections

1. Preparation

    a. Have a system in place to receive phone calls and collect information regarding suspected illicit discharges**.**

2. Process

    a. Use the Incident Tracking Sheet to collect the appropriate information from the caller. Then, transfer the Incident Tracking Sheet to the proper authority (i.e. department head, storm water specialist, construction inspector, code enforcement officer, or other assigned personnel).

    b. Promptly investigate reported incidents**.**

    c. If an illicit discharge of unknown source is confirmed, follow the procedure of SOP IDDE - Tracing Illicit Discharges**.**

    d. If an illicit discharge known source is confirmed, follow the procedure of SOP IDDE - Removing Illicit Discharges**.**

3. Clean- up

    a. Clean catch basin, clean storm drain, or initiate spill response, as applicable. Follow relevant SOPs**.**

4. Documentation

    a. File all completed forms (i.e. incident tracking, catch basins cleaning, storm drain cleaning.

    b. Document any further action taken.

    c. Review incidents reported by citizens on an annual basis to look for patterns of illicit discharges and to evaluate the call-in inspection program.

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IDDE - Opportunistic Illicit Discharge Observation

1. Preparation

   a. Be alert for potential illicit discharges to the municipal storm water system while going about normal work activities.

2. Process

   a. Call the appropriate authority (i.e. department head, storm water specialist, construction inspector, code enforcement officer or a supervisor) if you see evidence of an illicit discharge.

   b. Assess the general area of the illicit discharge to see if you can identify its source.

   c. Whenever possible, take photographs of the suspected illicit discharge.

   d. Responding storm water department personnel or code enforcement officer will complete the following:

      1. Use the IDDE Incident Tracking Sheet to document observations.
      2. Obtain sample for visual observation and complete an Outfall Inspection Form, if applicable.
      3. Follow the procedure of SOP IDDE - Tracing Illicit Discharges.

3. Clean-up

   a. Clean catch basin, clean storm drain, or initiate spill response, as needed. Follow relevant SOPs.

4. Documentation

   a. File all completed forms (i.e. Incident Tracking Form, Outfall Inspection Form, Catch Basin Cleaning Form, and Storm Drain Cleaning Log).

   b. Document any further action taken.

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IDDE - Outfall Inspections

1. Preparation:
   a. Know the past and present weather conditions. Conduct inspections during dry weather periods.
   b. Gather all necessary equipment including: tape measure, clear container, clipboard with necessary forms, flashlight, and camera (optional).
   c. Obtain maps showing outfall locations and identifiers.
   d. Obtain outfall description and observations from previous inspections, so the outfall can be accurately identified and observations compared.

2. Process
   a. Perform an inspection of each outfall at least once per year. Whenever, possible use the same personnel for consistency in observations.
   b. Identify each outfall with a consistent and unique identifier. For example "Slough-#13". Use maps and previous inspection reports to confirm the outfall identity and location.
   c. If dry weather flow is present at the outfall, then document and evaluate the discharge by completing the following steps:
      1. Collect field samples for visual observations in a clean, clear container and in a manner that avoids stirring up sediment that might distort the observation.
      2. Characterize and record observations on basic sensory and physical indicators (e.g., outfall condition, flow, odor, color, oil sheen) on the Outfall Inspection Form.
      3. Compare observations to previous inspections.
      4. If the flow does not appear to be an obvious illicit discharge (e.g., flow is clear, odorless, etc.), attempt to identify the source of the flow (groundwater, intermittent stream, etc.)
   d. If an illicit discharge (such as raw sewage, petroleum products, paint, etc.) is encountered or suspected, follow the procedure of SOP IDDE - Tracing Illicit Discharges.

3. Cleanup - as necessary

4. Documentation
   a. File completed outfall inspection forms.
   b. Update maps if new outfalls are observed and inspected.

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IDDE - Removing Illicit Discharges

1. Preparation

   a. Obtain available property ownership information for the source of the illicit discharge.

2. Process

   a. Determine who is financially responsible; and follow associated procedures as given below.

      For Private Property Owner:
         Contact Owner,
         Issue Notice of Violation for violations of the municipal ordinance, and
         Determine schedule for removal.

      For Municipal Facility:
         Notify appropriate municipal authority or department head,
         Schedule removal, and
         Remove illicit connection.

   b. Suspend access to storm drain if threats of serious physical harm to humans or the environment are possible.

   c. Direct responsible party to initiate repairs/corrections/cleanup. Coordinate with enforcement official for escalating penalties in accordance with the municipal ordinance.

   d. Repair/correct cause of discharge if municipality is responsible. Schedule the work through the appropriate municipal authority or department head..

   e. Seek technical assistance from the Weber-Morgan Health Department or Utah Department of Water Quality, if needed.

3. Clean up

   a. Confirm illicit discharge is removed or eliminated by follow-up inspection.

4. Documentation

   a. Maintain records of notice of violation and penalties.

   b. Document repairs, corrections, and any other actions required.

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IDDE - Tracing Illicit Discharges

1. Preparation

    a. Review / consider information collected when illicit discharge was initially identified and document using Incident Tracking Form or Outfall Inspection Form.

    b. Obtain storm drain mapping for the area of the reported illicit discharge.

    c. Gather all necessary equipment including: tape measure, clear container, clipboard with necessary forms, flashlight, and camera (optional).

2. Process

    a. Survey the general area / surrounding properties to identify potential sources of the illicit discharge as a first step.

    b. Trace illicit discharges using visual inspections of upstream points as a second step. Use available mapping to identify tributary pipes, catch basins, etc.

    c. If the source of the illicit discharge cannot be determined by a survey of the area or observation of the storm drain system, then consider the following additional steps:

        1. Use weirs, sandbags, dams, or optical brightener monitoring traps to collect or pool intermittent discharges during dry weather.

        2. Smoke test or televise the storm drain system to trace high priority, difficult to detect illicit discharges.

        3. Dye test individual discharge points within suspected buildings.

        4. Consider collecting bacterial samples of flowing discharges to confirm/refute illicit discharge.

    d. If the source is located, follow SOP IDDE - Removing Illicit Discharges.

    e. If the source cannot be found, add the location to a future inspection program.

3. Clean up

    a. Clean catch basin, clean storm drain, or initiate spill response, as applicable. Follow relevant SOPs.

4. Documentation

    a. Document tracing results for future reference.

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MUNICIPAL – Provide Training to Employees

Description: This section informs municipalities to train employees who are likely to work/impact storm water quality.

Applicability: Training employees to protect storm water.

1. Preparation

   a. Map out storm drain system so that each employee can be aware of the network.

   b. Implement an operations and maintenance program (O & M).

2. Process

   a. Train employees on how to reduce pollutant run off from operated facilities and operations.

   b. Train employees who have primary construction operation, or maintenance job roles about standard operating procedures.

   c. Keep and inventory of operated facilities and storm water controls.

   d. Provide follow-up training as needed to address changes and procedures.

3. Clean-up

   a. None.

4. Documentation

   a. Keep record of those who have been trained

   b. Keep any notes or comments of any problems.

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MUNICIPAL – Weekly and Quarterly Inspections

Description: This section informs municipalities about the types of inspections that need to be done on a regular basis.

Applicability: Inspection of storm water and drainage system.

1. Preparation

   a. Map out existing storm drain system.

   b. Watch for possible storm drain system contaminates.

2. Process

   a. Perform weekly visual inspections to minimize the potential for pollutants.

   b. Perform quarterly comprehensive inspections of "high priority" facilities, including all storm water controls, waist storage areas, dumpsters, vehicle and equipment maintenances areas, and similar pollutant generating areas.

   c. Perform quarterly visual observations of storm water discharge; by looking for any possible contaminants to the storm drain system.

   d. Look for evidence of spills and immediately clean them to prevent contact with run off.

3. Clean-up

   a. None.

4. Documentation

   a. Keep any notes or comments of any problems areas.

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MUNICIPAL – Flood Control and Water Quality Impacts

Description: This section informs municipalities about assessing the water quality impacts in the design of new flood management structural controls.

Applicability: Installing new flood management devices.

1. Preparation

   a. Assess existing flood management devices to determine whether changes or additions should be made to improve water quality.

2. Process

   a. Incorporate in the SWPPP a set of procedures that will protect potential water quality impacts.

   b. Incorporate into the SWPPP opportunities for use of low impact design (LID) and green infrastructure when opportunities exist.

   c. Consider controls that can be used to minimize the impacts to site water quality and hydrology while still meeting project objectives.

3. Clean-up

   a. None.

4. Documentation

   a. Keep log of actions performed including date and individuals involved.

   b. Record the amount of materials removed or imported.

   c. Keep any notes or comments of any problems.

   d. Use “before” and “after” photographs to document activities as applicable.

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MUNICIPAL – Vehicle Maintenance and Repair Activities

Description: This section is to inform municipalities about the protection of storm drain system from vehicles or equipment that may leak or drip petroleum products and that may also collect large amounts of dirt.

Applicability: Storing and washing of vehicles and equipment.

1. Preparation

   a. Store vehicles indoors where possible and in an area with no floor drains that lead to storm water system.

   b. Watch for leaking equipment and vehicles.

2. Process

   a. Use drip pans to collect leaking fluids from equipment or vehicles.

   b. Repair leaking vehicles as soon as possible to protect storm drain system.

   c. Wash vehicles and equipment in dedicated areas.

3. Clean-up

   a. Properly clean any areas that have been polluted by leaking vehicles.

   b. Discharge all wash water containing contaminates (degreasers, acids, and oil bases) to a treatment facility or sanitary sewer if it meets treatment plant standards.

   c. Do not store or wash vehicles over storm drain inlets.

4. Documentation

   a. Record location where vehicles and equipment were leaking.

   b. Keep any notes or comments of any problems.

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PARKS – Chemical Application Pesticides, Herbicides, Fertilizers

1. Preparation

   a. Make sure your state Chemical Handling Certification is complete and up-to-date before handling any chemicals.

   b. Calibrate fertilizer and pesticide application equipment to avoid excessive application.

   c. Use pesticides only if there is an actual pest problem and periodically test soils for determining proper fertilizer use

   d. Time and apply the application of fertilizers, herbicides or pesticides to coincide with the manufacturer's recommendation for best results ("Read the Label").

   e. Know the weather conditions. Do not use pesticides if rain is expected. Apply pesticides only when wind speeds are low(less than 5 mph).

2. Process

   a. Always follow the manufacturer's recommendations for mixing, application and disposal. ("Read the Label").

   b. Do not mix or prepare pesticides for application near storm drains, preferably mix inside a protected area with impervious secondary containment (preferably indoors) so that spills or leaks will not contact soils.

   c. Employ techniques to minimize off-target application (e.g. spray drift, over broadcasting.) of pesticides and fertilizers.

3. Clean-up

   a. Sweep pavements or sidewalks where fertilizers or other solid chemicals have fallen, back onto grassy areas before applying irrigation water.

   b. Triple rinse containers, and use rinse water as product. Dispose of unused pesticide as hazardous waste.

   c. Always follow all federal and state regulations governing use, storage and disposal of fertilizers, herbicides or pesticides and their containers. ("Read the Label")

4. Documentation

   a. Keep copies of MSD sheets for all pesticides, fertilizers and other hazardous products used.

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b. Record fertilizing and pesticide application activities, including date, individual who did the application, amount of product used and approximate area covered.

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PARKS – Cleaning Equipment

1. Preparation

    a. Review process with all Parks employees

2. Process

    a. Wipe off dirt, dust and fluids with disposable towel

    b. Wash equipment in approved wash station

3. Clean-up

    a. Dispose of towels in proper trash receptacle

    b. Sweep floor and dispose of debris.

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PARKS – Mowing and Trimming

1. Preparation

   a. Process overview with all employees

   b. Check the oil and fuel levels of the mowers and other equipment; fill if needed.

2. Process

   a. Install temporary catch basin protection installed on affected basins

   b. Put on eye and hearing protection

   c. Mow and trim the lawn

   d. Sweep or blow clippings to grass areas

   e. Remove inlet protection

3. Clean-up

   a. Mowers are to be scraped and brushed at shop – dry spoils are dry swept and disposed of

   b. Wash equipment in approved wash station

   c. Sweep gutter, sidewalk and/ or roads and remove waste

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PARKS – Open Space Management

1. Preparation

   a. Provide a regular observation and maintenance of parks, golf courses, and other pubic open spaces.

   b. Identify public open spaces that are used for storm water detention and verify that detention areas are included on the storm drain system mapping, inspection schedules, and maintenance schedules.

2. Process

   a. Ensure that any storm drain or drainage system components on the property are properly maintained.

   b. Avoid placing bark mulch (or other floatable landscaping materials) in storm water detention areas or other areas where storm water runoff can carry the mulch into the storm drainage system.

   c. Follow all SOPs related to irrigation, mowing, landscaping, and pet waste management.

3. Clean Up

   a. Keep all outdoor work areas neat and tidy. Clean by sweeping instead of washing whenever possible. If areas must be washed, ensure that wash water will enter a landscaped area rather than the storm drain. Do not use soap for outdoor washing.

   b. Pick up trash on a regular basis.

4. Documentation

   a. Document any observed deficiencies for correction or repair.

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PARKS – Pet Waste

1. Preparation

    a. Adopt and enforce ordinances that require pet owners to clean up pet wastes and use leashes in public areas. If public off-leash areas are designated, make sure they are clearly defined. Avoid designating public off-leash areas near streams and water bodies.

    b. Whenever practical and cost effective, install dispensers for pet waste bags and provide disposal containers at locations such as trail heads or parks where pet waste has been a problem. Provide signs with instructions for proper cleanup and disposal.

2. Process

    a. Check parks and trails for pet waste as needed.

    b. Check public open space for pet waste prior to mowing and watering.

    c. Provide ordinance enforcement as needed.

3. Clean up

    a. Remove all pet waste, provide temporary storage in a covered waste container, and dispose of properly. Preferred method of disposal is at a solid waste disposal facility.

4. Documentation

    a. Document problem areas for possible increased enforcement and/or public education signs.

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PARKS – Planting Vegetation (Starters)

1. Preparation

   a. Call the Blue Stakes Center of Utah at least 2 working days before any digging will be done, to reveal the location of any underground utilities.

   b. Dial 811 or 1-800-662-4111

   c. Decide where any spoils will be taken.

2. Process

   a. Dig holes; place spoils near the hole where they may easily be placed back around roots. Avoid placing spoils in the gutter.

   b. Bring each plant near the edge of the hole dug for it.

   c. Check the depth of the hole, and adjust the depth if necessary. The depth of the hole for a tree should be as deep as the root ball, so that the top of the root ball is level with the top of the hole.

   d. Carefully remove pot or burlap.

   e. Place the plant in the hole.

   f. Backfill the hole with existing spoils, compost, and a litter fertilizer if desired. Do not use excessive amendments.

   g. Water the plant.

   h. Stake the plant, if necessary, to stabilize it.

3. Clean-up

   a. Move any extra spoils into truck or trailer. Place the spoils on a tarp if there is a likelihood that some of the dirt would be lost through openings in the bed.

   b. Sweep dirt from surrounding pavement(s) into the planter area

   c. Transport spoils to their designated fill or disposal area.

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PARKS – Planting Vegetation (Seeds)

1. Preparation

   a. Call the Blue Stakes Center of Utah at least 2 working days before any digging will be done, to reveal the location of any underground utilities.

   b. Dial 811 or 1-800-662-4111

   c. Decide on the application rate, method, water source, and ensure adequate materials are on hand.

   d. Grade and prepare the soil to receive the seed. Place any extra soil in a convenient location to collect.

2. Process

   a. Place the seed and any cover using the pre-determined application method (and rate).

   b. Lightly moisten the seed.

3. Clean-up

   a. Move any extra spoils into truck or trailer. Place the spoils on a tarp if there is a likelihood that some of the dirt would be lost through openings in the bed.

   b. Sweep dirt, seed, and any cover material from surrounding pavement(s) into the planter area

   c. Transport spoils to their designated fill or disposal area.

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PARKS – Transporting Equipment

1. Preparation

   a. Determine equipment needed for transport and method (trailer, truck bed) needed to transport equipment.

   b. Conduct pre- trip inspection of equipment

2. Process

   a. Load and secure equipment on trailer or truck

   b. Load and secure fuel containers for equipment usage

3. Clean-up

   a. Off load equipment

   b. Store equipment and trailer in proper locate on

   c. Conduct post-trip inspection of equipment

   d. Wash equipment, if needed, according to the SOP for Cleaning Equipment SOP

4. Documentation

   a. Pre-trip and post trip inspection report

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STREETS/STORM DRAIN – Canal / Ditch Maintenance

Description: This section contains information on the maintenance and preservation of canals. This also includes identifying what maintenance needs to be done and the method of how it will be accomplished. Record keeping is necessary in canal maintenance.

Applicability: Maintaining canal or irrigation ditch.

1. Preparation

   a. Monitor canals on a regular basis (Monthly).

   b. Establish maintenance responsibilities with irrigation company boards and operators.

   c. Create a maintenance schedule with the irrigation company.

   d. Identify areas requiring maintenance with irrigation company annually at a minimum.

   e. Identify access and easements to canal area.

   f. Establish procedures for removal of material from canal maintenance. Including stockpiling of material removed or hauling methods.

   g. Check canal/ditch crossings on schedule, including during and after storm events.

   h. Determine what man power or equipment will be required.

2. Process

   a. Perform maintenance as outlined in agreement with irrigation company

   b. Install clean materials free of pollutants and contaminants.

   c. Place removed materials in an area upland of the watercourse to prevent them from re-entering the channel.

   d. Haul material away as outlined in agreements with irrigation company.

3. Clean-up

   a. Stabilize all disturbed soils.

   b. Haul all debris or sediment removed from area to approved dumping site.

   c. Remove all tracking from paved surfaces near maintenance site, if applicable.

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4. Documentation

   a. Keep log of actions performed including date and individuals involved.

   b. Record the amount of materials removed or imported.

   c. Keep any notes or comments of any problems.

   d. Use “before” and “after” photographs to document activities as applicable.

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STREETS/STORM DRAIN – Catch Basin Cleaning

1. Preparation:

   a. Clean sediment and trash off grate.

   b. Do visual inspection on outside of grate.

   c. Make sure nothing needs to be replaced.

   d. Do inside visual inspection to see what needs to be cleaned.

2. Process

   a. Clean using a high powered vacuum truck to start sucking out standing water and sediment.

   b. Use a high pressure washer to clean any remaining material out of catch basin, while capturing the slurry with the vacuum.

   c. After catch basin is clean, send the rodder of the vacuum truck downstream to clean pipe and pull back sediment that might have gotten downstream of pipe.

   d. Move truck downstream of pipe to next catch basin.

3. Clean-up

   a. When vacuum truck is full of sediment take it to the designated location to dump all the sediment out of truck into a drying bed.

   b. When it evaporates, clean it up with a backhoe, put it into a dump truck and take it to the landfill.

4. Documentation

   a. Keep logs of number of catch basins cleaned.

   b. Record the amount of waste collected.

   c. Keep any notes or comments of any problems.

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STREETS/STORM DRAIN – Culvert and Storm Water Pipe Cleaning

Description: This section contains information on the cleaning of storm drain culverts and pipes. This also includes what methods to use to remove sediment and debris from the structure. A record keeping procedure is also outlined for tracking the cleaning process.

Applicability: Cleaning of Culverts and Pipes.

1. Preparation:

   a. Clean sediment and trash off inlet to culvert/storm water pipe.

   b. If possible do visual inspection of inside of culvert/storm water pipe.

   c. Look for cracks, missing or broken pieces in the walls/sides of structure.

   d. Do inside visual inspection to see what needs to be cleaned.

2. Process

   a. Clean using a high powered vac truck, cleaning the sides of the structure and sucking out sediment on the bottom.

   b. Send high powered hose down culvert and pull back any sediment.

   c. Clean inlets and outlets.

   d. Move truck down to next storm drain.

3. Clean-up

   a. When vac truck is full of sediment take it to the salt dome to dump all the sediment out of the truck into a dry pond.

   b. When evaporates are dry, our 3rd party will put it into a dump truck and take it to the landfill.

4. Documentation

   a. Keep logs of culverts/storm water pipes wells cleaned.

   b. Record the amount of waste collected.

   c. Keep any notes or comments of any problems.

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STREETS/STORM DRAIN – Curb Painting

1. Preparation

   a. Calculate the amount of paint required for the job

   b. Use water based paints if possible.

   c. Determine whether the wastes will be hazardous or not and the required proper disposal of said wastes

   d. Determine locations of storm drain inlets and sewer inlets that may need to be protected

   e. Prepare surfaces to be painted without generating wastewater by sandblasting and/or scraping.

   f. Thoroughly sweep up all sand, blasting, and/or paint scrapings

   g. If paint stripping is needed, use a citrus-based paint remover whenever possible, which is less toxic than chemical strippers

   h. If wastewater will be generated, use curb, dyke, etc. around the activity to collect the filter and collect the debris.

2. Process

   a. Paint curb.

   b. Prevent over-spraying of paints and/or excessive sandblasting

   c. Use drip pans and drop clothes in areas of mixing paints and painting

   d. Store latex paint rollers and brushes in air tight bags to be reused later with the same color.

   e. Have available absorbent material and other BMP's ready for an accidental paint spill.

3. Clean-up

   a. Paint out brushes and rollers as much as possible. Squeeze excess paint from brushes and rollers back into the containers prior to cleaning them.

   b. Pour excess paint from trays and buckets back into the paint can containers and wipe with cloth or paper towels. Dispose of the towels according to the recommendations on the paint being used.

   c. Rinse water-based paint brushes in the sink after pre-cleaning. Never pour excess paint or wastewater from cleanup of paint in the storm drain.

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d. Cleanup oil based paints with paint thinner. Never clean oil based brushes in a sink or over a storm drain. Filter solvents for reuse if possible and/or store in approved drum for recycling.

e. Dispose of waste collected by placing it in a garbage container. Left-over paint and solvents should be stored for later use (do not place these liquids in the garbage).

4. Documentation

a. Write-up/report of any discharges into storm drain system

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STREETS/STORM DRAIN – Detention Pond Cleaning

1. Preparation:

   a. Schedule the Pond cleaning work for a time when dry weather is expected.

   b. Remove any sediment and trash from grates, placing it in a truck for disposal.

   c. Do a visual inspection to make sure any grates, structures, manholes, boxes, and pipes are in good working order. Remove manhole covers and grates as necessary for inspecting.

2. Process

   a. Provide outlet protection where feasible to minimize the amount of debris that might leave basin during cleaning process.

   b. Start cleaning basin by using backhoe to remove debris and sediment off the bottom.

   c. Continue cleaning structures and pond bottom as necessary by sweeping and shoveling.

   d. Put all material removed from the pond into a dump truck.

   e. Some structures may require use of a vactor truck. If so use the same procedures described for cleaning catch basins.

3. Clean-up

   a. After cleaning basins, clean off the concrete pads using dry methods (sweeping and shoveling).

   b. Make sure they are swept up and clean.

   c. Take the material that was removed to the landfill for final disposal.

4. Documentation

   a. Keep logs of each detention basins/pond cleaned including date, individuals involved in cleaning, and a description of the type of debris removed.

   b. Record the amount of waste collected.

   c. Keep any notes or comments of any problems.

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STREETS/STORM DRAIN – Creek Management

1. Preparation

   a. Monitor streams on a regular basis (Suggested interval?).

   b. Check culverts and crossings after every storm.

   c. Maintain access to stream channels wherever possible.

   d. Identify areas requiring maintenance

   e. Determine what manpower or equipment will be required.

   f. Identify access and easements to area requiring maintenance.

   g. Determine method of maintenance that will be least damaging to the channel.

   h. Obtain Stream Alteration Permit.

2. Process

   a. Remove unwanted material (debris, branches, soil) from the creek channel and place it in a truck to be hauled away

3. Clean-up

   a. Stabilize all disturbed soils.

   b. Remove all tracking from paved surfaces near maintenance site, if applicable.

   c. Haul all debris or sediment removed from area to approved dumping site.

4. Documentation

   a. Keep log of actions performed including date and individuals involved.

   b. Record the amount of materials removed or imported.

   c. Keep any notes or comments of any problems.

   d. Use “before” and “after” photographs to document activities as applicable.

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STREETS/STORM DRAIN – Ditch Management

1. Preparation

   a. Monitor ditches on a regular basis (Suggested interval?).

   b. Maintain access to ditch channels wherever possible.

   c. Contact affected property owners and utility owners.

2. Process

   a. Identify areas requiring maintenance

   b. Determine what manpower or equipment will be required.

   c. Identify access and easements to area requiring maintenance.

   d. Determine method of maintenance that will be least damaging to the channel and adjacent properties or utilities.

3. Clean-up

   a. Stabilize all disturbed soils.

   b. Remove all tracking from paved surfaces near maintenance site, if applicable.

   c. Haul all debris or sediment removed from area to approved dumping site.

4. Documentation

   a. Keep log of actions performed including date and individuals involved.

   b. Record the amount of materials removed or imported.

   c. Keep any notes or comments of any problems.

   d. Use “before” and “after” photographs to document activities as applicable.

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STREETS/STORM DRAIN – Sumps and Injection Wells (Includes Underground Storm Water Detention Structures)

Description: This section contains information on the cleaning of storm drain sumps and injection wells. This also includes what methods to use to remove sediment and debris from the structures. A record keeping procedure is also outlined for tracking the cleaning process.

Applicability: Cleaning of Sumps and Injection Wells.

1. Preparation:

   a. Clean sediment and trash off inlet to sump/injection well.

   b. Determine how water is supposed to drain from the structure and assess the ability of the structure to allow water to drain as designed.

   c. If possible do visual inspection of inside of sump/injection well.

   d. Look for cracks, missing or broken pieces in the walls/sides of structure.

   e. Do inside visual inspection to see what needs to be cleaned.

2. Process

   a. Clean using a high powered vac truck, cleaning the sides of the structure and sucking out sediment on the bottom.

   b. Remove fine sediments that might inhibit the drainage of water if the structure is designed such that the water drains out the bottom.

   c. Clean those places where to water drains if the structure is designed to drain out the sides of the sump/injection well.

   d. Clean inlets and overflow outlets.

3. Clean-up

   a. When vac truck is full of sediment take it to _____to dump all the sediment out of the truck into a dry pond.

   b. When evaporates are dry, clean it up with a backhoe, put it into a dump truck and take it to the landfill.

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4. Documentation

   a. Keep logs of culverts/storm water pipes wells cleaned.

   b. Record the amount of waste collected.

   c. Keep any notes or comments of any problems.

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STREETS/STORM DRAIN – Chip Seal

1. Preparation

   a. Clean and dry areas where materials are to be applied.

   b. Apply temporary covers to manholes and catch basins to prevent oil and materials from getting inside of them.

   c. Process Apply emulsion at recommended rate.

   d. Spread chips closely behind emulsion distributor, slowly such that the chips do not roll when they hit the surface.

   e.

2. Clean-up

   a. All loose aggregate is removed from the roadway by sweeping it up (see SOP for Street Sweeping).

   b. Excessive asphalt applications and spills are removed with shovels and scraping tools.

   c. Remove the temporary covers from manholes and catch basins. If it appears that any chip seal materials have gotten into the inlet boxes, remove the material according to the SOP for inlet boxes.

   d. Dispose of the waste material that has been swept and scraped up by taking it to the landfill.

3. Documentation

   a. Record location and date on the maintenance database and map

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STREETS/STORM DRAIN – Slurry Seal

1. Preparation

   a. Remove weeds from the roads. Sweep areas where materials are to be applied, and allow drying, if necessary. Verify that existing pavement has been inspected for detrimental effects of poor drainage.

   b. Cover/protect catch basins and manholes.

2. Process

   a. Apply materials in a smooth and uniform manner. Slurry material should not run onto adjacent pavement surface, curb and gutter or waterways.

3. Clean-up

   a. If loose aggregate is remaining in street or curb, sweep it up.

   b. Ensure that excess emulsion materials are removed from the site and stored for later use in an area or container that is not exposed to the weather.

   c. Remove covers/protection from catch basins and manholes, and valves.

4. Documentation

   a. Record location and date on the maintenance database and map

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STREETS/STORM DRAIN – Overlays and Patching

1. Preparation

   a. Measure and mark locations of manholes and valves on the curb

   b. Manholes and catch basins are covered as needed to prevent oil and materials from getting inside the structures or system.

   c. Cracks should be properly sealed. Alligator cracks and potholes should be removed and patched. Rutting should be milled.

   d. Surface should be clean and dry.

   e. Uniform tack coat applied and cured prior to placement of overlay.

   f. If milling is required, install inlet protection as needed.

2. Process

   a. Check hot asphalt mix for proper temperature, percentage asphalt, gradation, air voids and any other agency requirements.

   b. Raise manhole lids and valves to elevation of new asphalt surface with riser rings.

   c. Surface texture should be uniform, no tearing or scuffing.

   d. Rolling should be done to achieve proper in-place air void specification.

3. Clean-up

   a. Covering should be removed as soon as the threat of imported materials entering the system is reduced and prior to a storm event.

   b. After pavement has cooled, sweep gutters to remove loose aggregate.

4. Documentation

   a. Record location and date on the maintenance database and map

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STREETS/STORM DRAIN – Crack Seal

1. Preparation

   a. Cover Manholes and catch basins to prevent oil and materials from getting inside the structures or system.

   b. Remove weeds from the road

   c. Air-blast the cracks to remove sediments from the crack to allow for proper adhesion.

   d. Ensure that surface is clean and dry.

2. Process

   a. Proper temperature of material should be maintained.

   b. Sufficient material is applied to form the specified configuration.

3. Clean-up

   a. Excessive sealant application or spills are removed.

   b. Sweep all loose debris from the pavement and dispose of it in the local landfill.

4. Documentation

   a. Record location and date on the maintenance database and map

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STREETS/STORM DRAIN – Shouldering and Mowing

1. Preparation

   a. Set up temporary traffic control devices according to part VI of the MUTCD.

2. Process

   a. Place import material as needed and perform grading to achieve proper drainage.

   b. Mulch clippings to help reduce the amount of supplemental fertilizer required

3. Clean-up

   a. Clean any loose material off asphalt or gutter.

4. Documentation

   a. Record location and date on the maintenance database and map

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STREETS/STORM DRAIN – Secondary Road Maintenance

1. Preparation

   a. Determine length amount and type of road base or gravel that will be needed.

   b. Determine proper equipment to be used and or any safety hazards.

   c. Design proper drainage: slopes, berms etc.

2. Process

   a. Have truck drivers follow a designated route for hauling in the soil (See SOP for transporting Soil and Gravel).

   b. If soil is too dry to achieve compaction, loosen surface material and moisture condition.

   c. Smooth or grade soil with the desired crown or cross-slope.

   d. Compact soil.

3. Clean-up

   a. Replace filter fabric with washed rock (if necessary) on monthly maintenance.

   b. Clean up equipment according to the SOP for Cleaning Equipment

   c. Clean up any debris on traveled roads, and dispose of it in the landfill.

4. Documentation

   a. Fill out daily activity report in log book or journal. Include Date, time, personnel, and location.

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STREETS/STORM DRAIN – Gravel Road Maintenance

Description: This section contains information on gravel roadway maintenance and the protection of the storm drain system.

Applicability: Performing any maintenance on gravel roadways.

1. Preparation

   a. Locate drainage features along length of road to be maintained

   b. Protect drainage structures from material entering the system during maintenance activities

   c. Determine disposal site for excess materials

   d. Install traffic control as necessary.

   e. Stockpile material as necessary for the work.

   f. Install BMP's as necessary for the level of work to be performed.

2. Process

   a. Grade road to promote drainage away from the roadway.

   b. Place imported material as needed for roadway.

   c. Compact material quickly to maintain moisture content and reduce potential for erosion.

   d. Repair/revise drainage structures to collect runoff.

   e. Stabilize shoulders after completing maintenance.

   f. Install / maintain BMP's as necessary along roadway.

3. Clean-up

   a. Remove stockpiled material from work area.

   b. Stabilize any loose material or disturbed areas.

   c. Clean any tracked materials from paved surfaces.

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4. Documentation

Record location and date on the maintenance log.

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STREETS/STORM DRAIN – Concrete Work

1. Preparation

   a. Train employees and contractors in proper concrete waste management

   b. Store dry and wet materials under cover, away from drainage areas

   c. Remove any damaged concrete that may need to be replaced.

   d. Prepare and compact sub-.

2. Process

   a. Install inlet protection as needed.

   a. Avoid mixing excess amounts of fresh concrete on-site.

   b. Remove forms when concrete will not slump

   c. Moisten sub base just prior to placing new concrete. This helps keep the soil from wicking moisture out of the concrete into the ground.

   d. Place new concrete in forms.

   e. Consolidate new concrete

   f. Screed off surface

   g. Let concrete obtain its initial set

   h. Apply appropriate surface finish

3. Clean-up

   a. Perform washout of concrete trucks and equipment in designated areas only

   b. Do not washout concrete trucks or equipment into storm drains, open ditches, streets or streams

   c. Cement and concrete dust from grinding activities is swept up and removed from the site.

      Remove dirt or debris from street and gutter.

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STREETS/STORM DRAIN – Garbage Storage

1. Preparation

   a. Locate dumpsters and trash cans with lids in convenient, easily observable areas.

   b. Provide properly-labeled recycling bins to reduce the amount of garbage disposed.

   c. Provide training to employees to prevent improper disposal of general trash.

2. Process

   a. Inspect garbage bins for leaks regularly, and have repairs made immediately by responsible party.

   b. Locate dumpsters on a flat, impervious surface that does not slope or drain directly into the storm drain system.

   c. Install berms, curbing or vegetation strips around storage areas to control water entering/leaving storage areas.

   d. Keep lids closed when not actively filling dumpster.

3. Clean-up

   a. Keep areas around dumpsters clean of all garbage.

   b. Have garbage bins empted as often as needed to keep from overfilling.

   c. Wash out bins or dumpsters as needed to keep odors from becoming a problem. Wash out in properly designated areas only.

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STREETS/STORM DRAIN – Snow Removal and De-icing

1. Preparation

   a. Store de-icing material under a covered storage area or in an area where water coming off the de-icing materials is collected and delivered to the sanitary sewer or reused as salt brine.

   b. Slope loading area away from storm drain inlets

   c. Design drainage from loading area to collect runoff before entering storm water system

   d. Wash out vehicles (if necessary) in approved washout area before preparing them for snow removal.

   e. Calibrate spreaders to minimize amount of de-icing material used and still be effective

   f. Provide vehicles with spill cleanup kits in case of hydraulic line rupture or other spills

   g. Train employees in spill cleanup procedures and proper handling and storage of de-icing materials

2. Process

   a. Load material into trucks carefully to minimize spillage

   b. Periodically dry sweep loading area to reduce the amount of de-icing materials exposed to runoff

   c. Distribute the minimum amount of de-icing material to be effective on roads

   d. Do not allow spreaders to idle while distributing de-icing materials.

   e. Park trucks loaded with de-icing material inside when possible

3. Cleanup

   a. Sweep up all spilled de-icing material around loading area

   b. Clean out trucks after snow removal duty in approved washout area

   c. Provide maintenance for vehicles in covered area

   d. If sand is used in de-icing operations, sweep up residual sand from streets when weather permits

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STREETS/STORM DRAIN – Street Sweeping

1. Preparation

   a. Prioritize cleaning routes to use at the highest frequency in areas with the highest pollutant loading.

   b. Restrict street parking prior to and during sweeping using regulations as necessary

   c. Increase sweeping frequency just before the rainy season, unless sweeping occurs continuously throughout the year.

   d. Perform preventative maintenance and services on sweepers to increase and maintain their efficiency

2. Process

   a. Streets are to be swept as needed or specified by the city. Street maps are used to ensure all streets are swept at a specified interval

   b. Drive street sweeper safely and pickup debris

   c. When full, take the sweeper to an approved street sweeper cleaning station.

3. Clean-up

   a. Street sweepers are to be cleaned out in an approved street sweeper cleaning station

   b. Street sweeping cleaning stations shall separate the solids from the liquids.

   c. Once solids have dried out, haul them to the local landfill

   d. Decant water is to be collected and routed to an approved wastewater collection system area only.

   e. Haul all dumped material to the landfill.

4. Documentation

   a. Keep accurate logs to track streets swept and streets still requiring sweeping.

   b. Log the amount of debris collected and hauled off.

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STREETS/STORM DRAIN – Salt and Sand, Mixing and Storing

Description: This section contains information on proper storage and loading of de-icing material in order to prevent materials from entering into a storm drain system.

Applicability: Snow removal or application of de-icing materials.

1. Preparation

   a. Mix and store materials on impervious surface only.

   b. Mix materials in summer months.

   c. After mixing materials store in covered shed.

2. Process

   a. Mixed materials are ready for winter use.

3. Clean-up

   a. Sweep up/Clean up mixing areas.

   b. Wash out trucks/loaders in approved wash bays.

4. Documentation

   None

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STREETS/STORM DRAIN – Transporting Soil and Gravel

1. Preparation

   a. Dry out wet materials before transporting.

   b. Spray down dusty materials to keep from blowing.

   c. Make sure you know and understand the SWPPP requirements for the site you will be working at.

   d. Determine the location that the truck and other equipment will be cleaned afterwards

2. Process

   a. Use a stabilized construction entrance to access or leave the site where materials are being transported to/from.

   b. Cover truck bed with a secured tarp before transporting.

   c. Follow the SWPPP requirements for the specific site to/from which the materials are being hauled.

   d. Make sure not to overfill materials when loading trucks.

3. Clean up

   a. Use sweeper to clean up any materials tracked out on the roads from site.

   b. Wash out truck and other equipment when needed in properly designated areas.

4. Documentation

   a. Keep records of any material that is tracked out of site and what was done to clean it up and how long it took to clean up and what the weather conditions were at the time.

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VEHICLES – Fueling

1. Preparation

   a. Train employees on proper fueling methods and spill cleanup techniques.

   b. Install a canopy or roof over aboveground storage tanks and fuel transfer areas.

   c. Absorbent spill clean-up materials and spill kits shall be available in fueling areas and on mobile fueling vehicles and shall be disposed of properly after use.

2. Process

   a. Shut off the engine.

   b. Ensure that the fuel is the proper type of fuel for the vehicle.

   c. Nozzles used in vehicle and equipment fueling shall be equipped with an automatic shut off to prevent overfill.

   d. Fuel vehicle carefully to minimize drips to the ground.

   e. Fuel tanks shall not be 'topped off'.

   f. Mobile fueling shall be minimized. Whenever practical, vehicles and equipment shall be transported to the designated fueling area in the Facilities area.

   g. When fueling small equipment from portable containers, fuel in an area away from storm drains and water bodies.

3. Clean Up

   a. Immediately clean up spills using dry absorbent (e.g., kitty litter, sawdust, etc.) sweep up absorbent material and properly dispose of contaminated clean up materials.

   b. Large spills shall be contained as best as possible and the HazMat team should be notified ASAP.

4. Records

   a. Comply with underground storage tank records and monitoring requirements.

   b. Document training of employees.

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VEHICLES – Vehicle and Equipment Storage

1. Preparation

   a. Inspect parking areas for stains/leaks on a regular basis.

   b. Provide drip pans or adsorbents for leaking vehicles.

2. Process

   a. Whenever possible, store vehicles inside where floor drains have been connected to sanitary sewer system.

   b. When inside storage is not available, Vehicles and equipment will be parked in the approved designated areas.

   c. Maintain vehicles to prevent leaks as much as possible.

   d. Address any known leaks or drips as soon as possible. When a leak is detected a drip pan will be placed under the leaking vehicle to collect the drip.

   e. The shop will provide a labeled location to empty and store drip pans.

   f. If any leaks are discovered, a drip pan will be used to collect the fluids and vehicle will be scheduled for repairs.

   g. Clean up all spills using dry methods.

   h. Never store leaking vehicles over a storm drain.

3. Clean Up

   a. Any leaks that are spilled on the asphalt will be cleaned up with dry absorbent; the dry absorbent will be swept up and disposed of in the garbage.

   b. The paved surfaces around the building will be swept every two weeks, weather permitting.

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VEHICLES – Washing

1. Preparation

   a. Provide wash areas for small vehicles inside the maintenance building that has a drain system which is attached to the sanitary sewer system.

   b. Provide wash areas for large vehicles on an approved outside wash pad that has a drain system which is attached to the sanitary sewer system.

   c. No vehicle washing will be done where the drain system is connected to the storm sewer system.

2. Process

   a. Minimize water and soap use when washing vehicles inside the shop building.

   b. Soap should not be used when washing vehicles outside the shop building. Water Only.

   c. Use hoses with automatic shut off nozzles to minimize water usage.

   d. When washing outside the building, it is the operators' responsibility to make sure all wash water is contained on the wash pad and does not have access to the storm drain.

   e. Never wash vehicles over or a storm drain.

3. Clean Up

   a. Sweep wash areas after every washing to collect what solids can be collected to prevent them from washing down the drain system.

   b. Clean solids from the settling pits on an as needed basis.

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WATER – Planned Waterline Excavation Repair/Replacement

1. Preparation
    a. Determine where discharge flow will go
    b. Place inlet protection at nearest downstream storm drain inlet
    c. Clean Gutters leading to inlet
    d. Isolate waterline to be worked on
    e. Neutralize any chlorine residual before discharging water

2. Process
    a. Make efforts to keep water from pipeline from entering the excavation
    b. Direct any discharge to pre-determined area
    c. Backfill and compact excavation
    d. Haul of excavated material or stock pile nearby

3. Clean up
    a. Clear gutter/waterway where water flowed
    b. Clean up all areas around excavation
    c. Clean up travel path of trucked material

4. Documentation
    a. Complete paperwork

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WATER – Unplanned Waterline Excavation Repair/Replacement

1. Preparation

    a. Make sure service trucks have wattles, gravel bags, or other materials for inlet protection.

2. Process

    a. Slow the discharge.

    b. Inspect flow path of discharged water

    c. Protect water inlet areas

    d. Follow planned repair procedures.

    e. Haul off spoils of excavation

    f. Consider use of silt filter bags on pumps

3. Clean-up

    a. Repair eroded areas as needed

    b. Follow planned repair procedures

    c. Clean up the travel path of trucked excavated material

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WATER – Transporting Dry Excavated Materials & Spoils

1. Preparation
   a. Utilize truck with proper containment of materials
   b. Determine disposal site of excavated materials

2. Process
   a. Load
   b. Check truck after loading for possible spillage
   c. Transport in manner to eliminate spillage & tracking
   d. Utilize one route for transporting

3. Clean-up
   a. Clean loading area
   b. Clean transporting route
   c. Wash off truck and other equipment in a designated equipment cleaning area

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WATER – Transporting Wet Excavated Materials & Spoils

1. Preparation
    a. Utilize truck with containment for material
    b. Determine disposal site of excavated material

2. Process
    a. Load and Transport in manner to minimize spillage & tracking of material
    b. Check truck for spillage
    c. Utilize one route of transport

3. Clean-up
    a. Clean route of transport to provide cleaning of any spilled material
    b. Wash out equipment truck and other equipment in designated wash area

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WATER – Waterline Flushing for Routine Maintenance

1. Preparation
    a. Determine flow path of discharge to inlet of waterway.
    b. Determine chlorine residual
    c. Neutralize chlorine residual

2. Process
    a. Clean flow path.
    b. Protect inlet structures.
    c. Use diffuser to dissipate pressure to reduce erosion possibilities.

3. Clean-up
    a. Clean flow path
    b. Remove inlet protection.

4. Documentation
    a. Residual tests of discharge water.

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WATER – Waterline Flushing after Construction/System Disinfection with Discharge to Storm Drain

1. Preparation

   a. Determine chlorine content of discharged water, and select de-chlorination equipment to be used.

   b. Determine flow path of discharge.

2. Process

   a. Protect inlets in flow path

   b. Install de-chlorination equipment

   c. Sweep and clean flow path

   d. Use diffuser to reduce velocities

3. Clean-up

   a. Pick up inlet protection

   b. Clean flow paths

   c. Remove equipment from flush point

4. Documentation

   a. Residual test of discharged water

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WATER – Waterline Flushing after Construction/System Disinfection with Discharge with Haul Off (Used for Dust Control/Compaction)

1. Preparation

   a. Determine chlorine content of discharged water

   b. Determine appropriate construction activity for treatment

2. Process

   a. Flush to tanker for disposal on unpaved construction activity for dust control or compaction

   b. Conform that application of water is in appropriate location

3. Clean-up

   a. Remove equipment from flush point

4. Documentation

   a. Residual test of discharged water

   b. Location of water discharged

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WATER – Chemical Handling/Transporting and Spill Response

1. Preparation

   a. Understand MSDS sheets for handling of product

   b. Determine proper place of handling

   c. Have necessary containment and spill kits at handling place

2. Process

   a. Begin transfer process

   b. Discontinue operations if spill levels occurs

   c. Disconnect and store handling equipment

3. Clean-up

   a. Clean up spills with proper material

   b. Dispose of contaminated material at appropriate facility

4. Documentation

   a. Report spills to Utah County

      5 gallons of hydro fluoride acid

      Work hours (801) 763 3060

      After hours 801-404-7167 American Fork City dispatch

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WATER - Swimming Pools and Spas Discharge to Storm Water System

Description: This section contains information and guidelines for the draining of swimming pools and spas into the storm drain or sanitary sewer systems.

Applicability: Pool and Spa draining into storm water or sanitary sewer systems.

Note: Pool owners may discharge their pool water and filter backwash water to the sanitary sewer. There are no limitations on chlorine content or pH levels for discharges to the sanitary sewer. It is also acceptable to discharge to the sanitary sewer if the water is cloudy discolored, or contains algae. The pool owner should contact Public Works prior to discharging water from any pool or spa regardless of where they plan to discharge the water - sanitary sewer, onto the ground, or in a manner such that it enters the storm water system. After approval has been given by the public works department, swimming pool water may be discharged into the sanitary sewer system or the storm water system. The city must ensure the sewer system can accommodate the additional swimming pool water discharge. There may be a fee associated with discharging pool or spa water into the sanitary sewer.

1. Preparation

   a. With the help of Public Works officials determine the best place to discharge the water from the pool/spa.

   b. A pool or spa may be emptied onto the ground or into the storm water system if the chlorine content is less than one part per million and free of other chemicals.

   c. The pH level of the water must be tested prior to discharge and must fall within a range of 7 to 8.

   d. The water must not be cloudy or discolored and must be free of algae or other contaminants.

   e. Do a visual inspection of the pathway the water will take to ensure contaminants, trash, or soils or other sediments will not be washed into the storm water system. Clean as needed.

2. Process

   a. Clean, as needed, any storm water structure that will be used to convey the water into and through the storm water system.

   b. Drain the pool or spa to the location determined by Public Works officials using the pool system's pumps or by gravity.

   c. Carefully watch the draining process at all times to ensure the water flow is going as planned and does not overload the system.

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d. Water being discharged may not cause erosion and may not go unto a neighbor's property without their express written permission.

3. Documentation

a. Keep logs of pools and spas drained.

b. Record the amount of water drained and where the water was drained to.

c. Keep any notes or comments of any problems.

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STANDARD OPERATING PROCEDURES

AMERICAN FORK CITY

Prepared by: Storm Drain Division
Date: December 08, 2025

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BUILDINGS – Dumpsters/Garbage Storage

1. Preparation.

   a. Train employees on proper trash disposal.

   b. Locate dumpsters and trash cans in convenient, easily observable areas.

   c. Provide properly-labeled recycling bins to reduce the amount of garbage disposed.

   d. Install berms, curbing, or vegetation strips around storage areas to control water entering/ leaving storage areas.

   e. Whenever possible store garbage containers beneath a covered structure or inside to prevent contact with storm water.

2. Process.

   a. Inspect garbage bins for leaks regularly, and have repairs made immediately by responsible party.

   b. Request/use dumpsters, and trash cans with lids and without drain holes.

   c. Locate dumpsters on a flat, hard surface that does not slope or drain directly into the storm drain system.

3. Clean-up.

   a. Keep areas around dumpsters clean of all garbage.

   b. Have garbage bins emptied regularly to keep from overfilling.

   c. Wash out bins or dumpsters as needed to keep odors from becoming a problem.

4. Documentation

   a. Document training of employees

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BUILDINGS – Parking Lot Maintenance

1. Preparation.

   a. Conduct regular employee training to reinforce proper housekeeping.

   b. Restrict parking in areas to be swept prior to and during sweeping using regulations as necessary.

   c. Perform regular maintenance and services in accordance with the recommended vehicle maintenance schedule on sweepers to increase and maintain efficiency.

2. Process.

   a. Sweep parking areas, as needed, or as directed by the city's responsible official.

   b. Hand sweep sections of gutter if soil and debris accumulate.

   c. Pick-up litter as required to keep parking areas clean and orderly.

3. Clean-up.

   a. Dispose of sweepings properly (appropriate solid waste facility).

   b. Street sweepers to be cleaned out in a manner as instructed by the manufacturer and in a location that swept materials cannot be introduced into a storm drain.

   c. Swept materials will not be stored in locations where storm water could transport fines into the storm drain system.

4. Documentation.

   a. Keep accurate logs to track swept parking areas and approximate quantities.

   b. Document training of employees.

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CONSTRUCTION – Pre-Construction SWPPP

Description: This section contains information and guidelines for protecting and preparing a construction site with BMPs and a SWPPP.

Applicability: Protecting construction sites and surrounding runoff areas prior to construction.

1. Preparation

   a. Conduct a pre-construction review of site and planed operations.

2. Process

   a. Plan which BMPs to implement during construction to manage runoff created from site.

   b. Incorporate in the SWPPP a set of procedures that will protect potential water quality impacts.

   c. Incorporate into the SWPPP opportunities for use of low impact design (LID) and green infrastructure when opportunities exist.

3. Clean-up

   a. None.

4. Documentation

   a. Record all construction sites that disturb greater than or equal to one acre.

   b. Keep any notes or comments of any problems.

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CONSTRUCTION – During and Post Construction Site Inspection

Description: This section contains information and guidelines for protecting a construction site with BMPs and a SWPPP during and after the construction of a project.

Applicability: Protecting construction sites and surrounding runoff areas.

1. Preparation

    a. Incorporate a SWPPP in any construction project containing more than one acre in area.

2. Process

    a. Inspect construction site and surrounding area regularly for possible storm drain contamination.

    b. Follow SWPPP guidelines and checklists to verify that standards are met.

3. Clean-up

    a. Remove inlet protection.

    b. Clean flow paths.

4. Documentation

    a. Keep any notes or comments of any problems.

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IDDE - Call-in Inspections

1. Preparation

   a. Have a system in place to receive phone calls and collect information regarding suspected illicit discharges**.**

2. Process

   a. Use the Incident Tracking Sheet to collect the appropriate information from the caller. Then, transfer the Incident Tracking Sheet to the proper authority (i.e. department head, storm water specialist, construction inspector, code enforcement officer, or other assigned personnel).

   b. Promptly investigate reported incidents**.**

   c. If an illicit discharge of unknown source is confirmed, follow the procedure of SOP IDDE - Tracing Illicit Discharges**.**

   d. If an illicit discharge known source is confirmed, follow the procedure of SOP IDDE - Removing Illicit Discharges**.**

3. Clean- up

   a. Clean catch basin, clean storm drain, or initiate spill response, as applicable. Follow relevant SOPs**.**

4. Documentation

   a. File all completed forms (i.e. incident tracking, catch basins cleaning, storm drain cleaning.

   b. Document any further action taken.

   c. Review incidents reported by citizens on an annual basis to look for patterns of illicit discharges and to evaluate the call-in inspection program.

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IDDE - Opportunistic Illicit Discharge Observation

1. Preparation

   a. Be alert for potential illicit discharges to the municipal storm water system while going about normal work activities.

2. Process

   a. Call the appropriate authority (i.e. department head, storm water specialist, construction inspector, code enforcement officer or a supervisor) if you see evidence of an illicit discharge.

   b. Assess the general area of the illicit discharge to see if you can identify its source.

   c. Whenever possible, take photographs of the suspected illicit discharge.

   d. Responding storm water department personnel or code enforcement officer will complete the following:

      1. Use the IDDE Incident Tracking Sheet to document observations.
      2. Obtain sample for visual observation and complete an Outfall Inspection Form, if applicable.
      3. Follow the procedure of SOP IDDE - Tracing Illicit Discharges.

3. Clean-up

   a. Clean catch basin, clean storm drain, or initiate spill response, as needed. Follow relevant SOPs.

4. Documentation

   a. File all completed forms (i.e. Incident Tracking Form, Outfall Inspection Form, Catch Basin Cleaning Form, and Storm Drain Cleaning Log).

   b. Document any further action taken.

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IDDE - Outfall Inspections

1. Preparation:
   a. Know the past and present weather conditions. Conduct inspections during dry weather periods.
   b. Gather all necessary equipment including: tape measure, clear container, clipboard with necessary forms, flashlight, and camera (optional).
   c. Obtain maps showing outfall locations and identifiers.
   d. Obtain outfall description and observations from previous inspections, so the outfall can be accurately identified and observations compared.

2. Process
   a. Perform an inspection of each outfall at least once per year. Whenever, possible use the same personnel for consistency in observations.
   b. Identify each outfall with a consistent and unique identifier. For example "Slough-#13". Use maps and previous inspection reports to confirm the outfall identity and location.
   c. If dry weather flow is present at the outfall, then document and evaluate the discharge by completing the following steps:
      1. Collect field samples for visual observations in a clean, clear container and in a manner that avoids stirring up sediment that might distort the observation.
      2. Characterize and record observations on basic sensory and physical indicators (e.g., outfall condition, flow, odor, color, oil sheen) on the Outfall Inspection Form.
      3. Compare observations to previous inspections.
      4. If the flow does not appear to be an obvious illicit discharge (e.g., flow is clear, odorless, etc.), attempt to identify the source of the flow (groundwater, intermittent stream, etc.)
   d. If an illicit discharge (such as raw sewage, petroleum products, paint, etc.) is encountered or suspected, follow the procedure of SOP IDDE - Tracing Illicit Discharges.

3. Cleanup - as necessary

4. Documentation
   a. File completed outfall inspection forms.
   b. Update maps if new outfalls are observed and inspected.

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IDDE - Removing Illicit Discharges

1. Preparation

   a. Obtain available property ownership information for the source of the illicit discharge.

2. Process

   a. Determine who is financially responsible; and follow associated procedures as given below.

      For Private Property Owner:
         Contact Owner,
         Issue Notice of Violation for violations of the municipal ordinance, and
         Determine schedule for removal.

      For Municipal Facility:
         Notify appropriate municipal authority or department head,
         Schedule removal, and
         Remove illicit connection.

   b. Suspend access to storm drain if threats of serious physical harm to humans or the environment are possible.

   c. Direct responsible party to initiate repairs/corrections/cleanup. Coordinate with enforcement official for escalating penalties in accordance with the municipal ordinance.

   d. Repair/correct cause of discharge if municipality is responsible. Schedule the work through the appropriate municipal authority or department head..

   e. Seek technical assistance from the Weber-Morgan Health Department or Utah Department of Water Quality, if needed.

3. Clean up

   a. Confirm illicit discharge is removed or eliminated by follow-up inspection.

4. Documentation

   a. Maintain records of notice of violation and penalties.

   b. Document repairs, corrections, and any other actions required.

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IDDE - Tracing Illicit Discharges

1. Preparation

    a. Review / consider information collected when illicit discharge was initially identified and document using Incident Tracking Form or Outfall Inspection Form.

    b. Obtain storm drain mapping for the area of the reported illicit discharge.

    c. Gather all necessary equipment including: tape measure, clear container, clipboard with necessary forms, flashlight, and camera (optional).

2. Process

    a. Survey the general area / surrounding properties to identify potential sources of the illicit discharge as a first step.

    b. Trace illicit discharges using visual inspections of upstream points as a second step. Use available mapping to identify tributary pipes, catch basins, etc.

    c. If the source of the illicit discharge cannot be determined by a survey of the area or observation of the storm drain system, then consider the following additional steps:

        1. Use weirs, sandbags, dams, or optical brightener monitoring traps to collect or pool intermittent discharges during dry weather.

        2. Smoke test or televise the storm drain system to trace high priority, difficult to detect illicit discharges.

        3. Dye test individual discharge points within suspected buildings.

        4. Consider collecting bacterial samples of flowing discharges to confirm/refute illicit discharge.

    d. If the source is located, follow SOP IDDE - Removing Illicit Discharges.

    e. If the source cannot be found, add the location to a future inspection program.

3. Clean up

    a. Clean catch basin, clean storm drain, or initiate spill response, as applicable. Follow relevant SOPs.

4. Documentation

    a. Document tracing results for future reference.

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MUNICIPAL – Provide Training to Employees

Description: This section informs municipalities to train employees who are likely to work/impact storm water quality.

Applicability: Training employees to protect storm water.

1. Preparation

   a. Map out storm drain system so that each employee can be aware of the network.

   b. Implement an operations and maintenance program (O & M).

2. Process

   a. Train employees on how to reduce pollutant run off from operated facilities and operations.

   b. Train employees who have primary construction operation, or maintenance job roles about standard operating procedures.

   c. Keep and inventory of operated facilities and storm water controls.

   d. Provide follow-up training as needed to address changes and procedures.

3. Clean-up

   a. None.

4. Documentation

   a. Keep record of those who have been trained

   b. Keep any notes or comments of any problems.

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MUNICIPAL – Weekly and Quarterly Inspections

Description: This section informs municipalities about the types of inspections that need to be done on a regular basis.

Applicability: Inspection of storm water and drainage system.

1. Preparation

   a. Map out existing storm drain system.

   b. Watch for possible storm drain system contaminates.

2. Process

   a. Perform weekly visual inspections to minimize the potential for pollutants.

   b. Perform quarterly comprehensive inspections of "high priority" facilities, including all storm water controls, waist storage areas, dumpsters, vehicle and equipment maintenances areas, and similar pollutant generating areas.

   c. Perform quarterly visual observations of storm water discharge; by looking for any possible contaminants to the storm drain system.

   d. Look for evidence of spills and immediately clean them to prevent contact with run off.

3. Clean-up

   a. None.

4. Documentation

   a. Keep any notes or comments of any problems areas.

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MUNICIPAL – Flood Control and Water Quality Impacts

Description: This section informs municipalities about assessing the water quality impacts in the design of new flood management structural controls.

Applicability: Installing new flood management devices.

1. Preparation

   a. Assess existing flood management devices to determine whether changes or additions should be made to improve water quality.

2. Process

   a. Incorporate in the SWPPP a set of procedures that will protect potential water quality impacts.

   b. Incorporate into the SWPPP opportunities for use of low impact design (LID) and green infrastructure when opportunities exist.

   c. Consider controls that can be used to minimize the impacts to site water quality and hydrology while still meeting project objectives.

3. Clean-up

   a. None.

4. Documentation

   a. Keep log of actions performed including date and individuals involved.

   b. Record the amount of materials removed or imported.

   c. Keep any notes or comments of any problems.

   d. Use “before” and “after” photographs to document activities as applicable.

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MUNICIPAL – Vehicle Maintenance and Repair Activities

Description: This section is to inform municipalities about the protection of storm drain system from vehicles or equipment that may leak or drip petroleum products and that may also collect large amounts of dirt.

Applicability: Storing and washing of vehicles and equipment.

1. Preparation

   a. Store vehicles indoors where possible and in an area with no floor drains that lead to storm water system.

   b. Watch for leaking equipment and vehicles.

2. Process

   a. Use drip pans to collect leaking fluids from equipment or vehicles.

   b. Repair leaking vehicles as soon as possible to protect storm drain system.

   c. Wash vehicles and equipment in dedicated areas.

3. Clean-up

   a. Properly clean any areas that have been polluted by leaking vehicles.

   b. Discharge all wash water containing contaminates (degreasers, acids, and oil bases) to a treatment facility or sanitary sewer if it meets treatment plant standards.

   c. Do not store or wash vehicles over storm drain inlets.

4. Documentation

   a. Record location where vehicles and equipment were leaking.

   b. Keep any notes or comments of any problems.

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PARKS – Chemical Application Pesticides, Herbicides, Fertilizers

1. Preparation

   a. Make sure your state Chemical Handling Certification is complete and up-to-date before handling any chemicals.

   b. Calibrate fertilizer and pesticide application equipment to avoid excessive application.

   c. Use pesticides only if there is an actual pest problem and periodically test soils for determining proper fertilizer use

   d. Time and apply the application of fertilizers, herbicides or pesticides to coincide with the manufacturer's recommendation for best results ("Read the Label").

   e. Know the weather conditions. Do not use pesticides if rain is expected. Apply pesticides only when wind speeds are low(less than 5 mph).

2. Process

   a. Always follow the manufacturer's recommendations for mixing, application and disposal. ("Read the Label").

   b. Do not mix or prepare pesticides for application near storm drains, preferably mix inside a protected area with impervious secondary containment (preferably indoors) so that spills or leaks will not contact soils.

   c. Employ techniques to minimize off-target application (e.g. spray drift, over broadcasting.) of pesticides and fertilizers.

3. Clean-up

   a. Sweep pavements or sidewalks where fertilizers or other solid chemicals have fallen, back onto grassy areas before applying irrigation water.

   b. Triple rinse containers, and use rinse water as product. Dispose of unused pesticide as hazardous waste.

   c. Always follow all federal and state regulations governing use, storage and disposal of fertilizers, herbicides or pesticides and their containers. ("Read the Label")

4. Documentation

   a. Keep copies of MSD sheets for all pesticides, fertilizers and other hazardous products used.

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b. Record fertilizing and pesticide application activities, including date, individual who did the application, amount of product used and approximate area covered.

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PARKS – Cleaning Equipment

1. Preparation

    a. Review process with all Parks employees

2. Process

    a. Wipe off dirt, dust and fluids with disposable towel

    b. Wash equipment in approved wash station

3. Clean-up

    a. Dispose of towels in proper trash receptacle

    b. Sweep floor and dispose of debris.

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PARKS – Mowing and Trimming

1. Preparation

   a. Process overview with all employees

   b. Check the oil and fuel levels of the mowers and other equipment; fill if needed.

2. Process

   a. Install temporary catch basin protection installed on affected basins

   b. Put on eye and hearing protection

   c. Mow and trim the lawn

   d. Sweep or blow clippings to grass areas

   e. Remove inlet protection

3. Clean-up

   a. Mowers are to be scraped and brushed at shop – dry spoils are dry swept and disposed of

   b. Wash equipment in approved wash station

   c. Sweep gutter, sidewalk and/ or roads and remove waste

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PARKS – Open Space Management

1. Preparation

   a. Provide a regular observation and maintenance of parks, golf courses, and other pubic open spaces.

   b. Identify public open spaces that are used for storm water detention and verify that detention areas are included on the storm drain system mapping, inspection schedules, and maintenance schedules.

2. Process

   a. Ensure that any storm drain or drainage system components on the property are properly maintained.

   b. Avoid placing bark mulch (or other floatable landscaping materials) in storm water detention areas or other areas where storm water runoff can carry the mulch into the storm drainage system.

   c. Follow all SOPs related to irrigation, mowing, landscaping, and pet waste management.

3. Clean Up

   a. Keep all outdoor work areas neat and tidy. Clean by sweeping instead of washing whenever possible. If areas must be washed, ensure that wash water will enter a landscaped area rather than the storm drain. Do not use soap for outdoor washing.

   b. Pick up trash on a regular basis.

4. Documentation

   a. Document any observed deficiencies for correction or repair.

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PARKS – Pet Waste

1. Preparation

    a. Adopt and enforce ordinances that require pet owners to clean up pet wastes and use leashes in public areas. If public off-leash areas are designated, make sure they are clearly defined. Avoid designating public off-leash areas near streams and water bodies.

    b. Whenever practical and cost effective, install dispensers for pet waste bags and provide disposal containers at locations such as trail heads or parks where pet waste has been a problem. Provide signs with instructions for proper cleanup and disposal.

2. Process

    a. Check parks and trails for pet waste as needed.

    b. Check public open space for pet waste prior to mowing and watering.

    c. Provide ordinance enforcement as needed.

3. Clean up

    a. Remove all pet waste, provide temporary storage in a covered waste container, and dispose of properly. Preferred method of disposal is at a solid waste disposal facility.

4. Documentation

    a. Document problem areas for possible increased enforcement and/or public education signs.

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PARKS – Planting Vegetation (Starters)

1. Preparation

   a. Call the Blue Stakes Center of Utah at least 2 working days before any digging will be done, to reveal the location of any underground utilities.

   b. Dial 811 or 1-800-662-4111

   c. Decide where any spoils will be taken.

2. Process

   a. Dig holes; place spoils near the hole where they may easily be placed back around roots. Avoid placing spoils in the gutter.

   b. Bring each plant near the edge of the hole dug for it.

   c. Check the depth of the hole, and adjust the depth if necessary. The depth of the hole for a tree should be as deep as the root ball, so that the top of the root ball is level with the top of the hole.

   d. Carefully remove pot or burlap.

   e. Place the plant in the hole.

   f. Backfill the hole with existing spoils, compost, and a litter fertilizer if desired. Do not use excessive amendments.

   g. Water the plant.

   h. Stake the plant, if necessary, to stabilize it.

3. Clean-up

   a. Move any extra spoils into truck or trailer. Place the spoils on a tarp if there is a likelihood that some of the dirt would be lost through openings in the bed.

   b. Sweep dirt from surrounding pavement(s) into the planter area

   c. Transport spoils to their designated fill or disposal area.

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PARKS – Planting Vegetation (Seeds)

1. Preparation

   a. Call the Blue Stakes Center of Utah at least 2 working days before any digging will be done, to reveal the location of any underground utilities.

   b. Dial 811 or 1-800-662-4111

   c. Decide on the application rate, method, water source, and ensure adequate materials are on hand.

   d. Grade and prepare the soil to receive the seed. Place any extra soil in a convenient location to collect.

2. Process

   a. Place the seed and any cover using the pre-determined application method (and rate).

   b. Lightly moisten the seed.

3. Clean-up

   a. Move any extra spoils into truck or trailer. Place the spoils on a tarp if there is a likelihood that some of the dirt would be lost through openings in the bed.

   b. Sweep dirt, seed, and any cover material from surrounding pavement(s) into the planter area

   c. Transport spoils to their designated fill or disposal area.

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PARKS – Transporting Equipment

1. Preparation

   a. Determine equipment needed for transport and method (trailer, truck bed) needed to transport equipment.

   b. Conduct pre- trip inspection of equipment

2. Process

   a. Load and secure equipment on trailer or truck

   b. Load and secure fuel containers for equipment usage

3. Clean-up

   a. Off load equipment

   b. Store equipment and trailer in proper locate on

   c. Conduct post-trip inspection of equipment

   d. Wash equipment, if needed, according to the SOP for Cleaning Equipment SOP

4. Documentation

   a. Pre-trip and post trip inspection report

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STREETS/STORM DRAIN – Canal / Ditch Maintenance

Description: This section contains information on the maintenance and preservation of canals. This also includes identifying what maintenance needs to be done and the method of how it will be accomplished. Record keeping is necessary in canal maintenance.

Applicability: Maintaining canal or irrigation ditch.

1. Preparation

   a. Monitor canals on a regular basis (Monthly).

   b. Establish maintenance responsibilities with irrigation company boards and operators.

   c. Create a maintenance schedule with the irrigation company.

   d. Identify areas requiring maintenance with irrigation company annually at a minimum.

   e. Identify access and easements to canal area.

   f. Establish procedures for removal of material from canal maintenance. Including stockpiling of material removed or hauling methods.

   g. Check canal/ditch crossings on schedule, including during and after storm events.

   h. Determine what man power or equipment will be required.

2. Process

   a. Perform maintenance as outlined in agreement with irrigation company

   b. Install clean materials free of pollutants and contaminants.

   c. Place removed materials in an area upland of the watercourse to prevent them from re-entering the channel.

   d. Haul material away as outlined in agreements with irrigation company.

3. Clean-up

   a. Stabilize all disturbed soils.

   b. Haul all debris or sediment removed from area to approved dumping site.

   c. Remove all tracking from paved surfaces near maintenance site, if applicable.

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4. Documentation

   a. Keep log of actions performed including date and individuals involved.

   b. Record the amount of materials removed or imported.

   c. Keep any notes or comments of any problems.

   d. Use “before” and “after” photographs to document activities as applicable.

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STREETS/STORM DRAIN – Catch Basin Cleaning

1. Preparation:

   a. Clean sediment and trash off grate.

   b. Do visual inspection on outside of grate.

   c. Make sure nothing needs to be replaced.

   d. Do inside visual inspection to see what needs to be cleaned.

2. Process

   a. Clean using a high powered vacuum truck to start sucking out standing water and sediment.

   b. Use a high pressure washer to clean any remaining material out of catch basin, while capturing the slurry with the vacuum.

   c. After catch basin is clean, send the rodder of the vacuum truck downstream to clean pipe and pull back sediment that might have gotten downstream of pipe.

   d. Move truck downstream of pipe to next catch basin.

3. Clean-up

   a. When vacuum truck is full of sediment take it to the designated location to dump all the sediment out of truck into a drying bed.

   b. When it evaporates, clean it up with a backhoe, put it into a dump truck and take it to the landfill.

4. Documentation

   a. Keep logs of number of catch basins cleaned.

   b. Record the amount of waste collected.

   c. Keep any notes or comments of any problems.

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STREETS/STORM DRAIN – Culvert and Storm Water Pipe Cleaning

Description: This section contains information on the cleaning of storm drain culverts and pipes. This also includes what methods to use to remove sediment and debris from the structure. A record keeping procedure is also outlined for tracking the cleaning process.

Applicability: Cleaning of Culverts and Pipes.

1. Preparation:

   a. Clean sediment and trash off inlet to culvert/storm water pipe.

   b. If possible do visual inspection of inside of culvert/storm water pipe.

   c. Look for cracks, missing or broken pieces in the walls/sides of structure.

   d. Do inside visual inspection to see what needs to be cleaned.

2. Process

   a. Clean using a high powered vac truck, cleaning the sides of the structure and sucking out sediment on the bottom.

   b. Send high powered hose down culvert and pull back any sediment.

   c. Clean inlets and outlets.

   d. Move truck down to next storm drain.

3. Clean-up

   a. When vac truck is full of sediment take it to the salt dome to dump all the sediment out of the truck into a dry pond.

   b. When evaporates are dry, our 3rd party will put it into a dump truck and take it to the landfill.

4. Documentation

   a. Keep logs of culverts/storm water pipes wells cleaned.

   b. Record the amount of waste collected.

   c. Keep any notes or comments of any problems.

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STREETS/STORM DRAIN – Curb Painting

1. Preparation

   a. Calculate the amount of paint required for the job

   b. Use water based paints if possible.

   c. Determine whether the wastes will be hazardous or not and the required proper disposal of said wastes

   d. Determine locations of storm drain inlets and sewer inlets that may need to be protected

   e. Prepare surfaces to be painted without generating wastewater by sandblasting and/or scraping.

   f. Thoroughly sweep up all sand, blasting, and/or paint scrapings

   g. If paint stripping is needed, use a citrus-based paint remover whenever possible, which is less toxic than chemical strippers

   h. If wastewater will be generated, use curb, dyke, etc. around the activity to collect the filter and collect the debris.

2. Process

   a. Paint curb.

   b. Prevent over-spraying of paints and/or excessive sandblasting

   c. Use drip pans and drop clothes in areas of mixing paints and painting

   d. Store latex paint rollers and brushes in air tight bags to be reused later with the same color.

   e. Have available absorbent material and other BMP's ready for an accidental paint spill.

3. Clean-up

   a. Paint out brushes and rollers as much as possible. Squeeze excess paint from brushes and rollers back into the containers prior to cleaning them.

   b. Pour excess paint from trays and buckets back into the paint can containers and wipe with cloth or paper towels. Dispose of the towels according to the recommendations on the paint being used.

   c. Rinse water-based paint brushes in the sink after pre-cleaning. Never pour excess paint or wastewater from cleanup of paint in the storm drain.

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d. Cleanup oil based paints with paint thinner. Never clean oil based brushes in a sink or over a storm drain. Filter solvents for reuse if possible and/or store in approved drum for recycling.

e. Dispose of waste collected by placing it in a garbage container. Left-over paint and solvents should be stored for later use (do not place these liquids in the garbage).

4. Documentation

a. Write-up/report of any discharges into storm drain system

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STREETS/STORM DRAIN – Detention Pond Cleaning

1. Preparation:

   a. Schedule the Pond cleaning work for a time when dry weather is expected.

   b. Remove any sediment and trash from grates, placing it in a truck for disposal.

   c. Do a visual inspection to make sure any grates, structures, manholes, boxes, and pipes are in good working order. Remove manhole covers and grates as necessary for inspecting.

2. Process

   a. Provide outlet protection where feasible to minimize the amount of debris that might leave basin during cleaning process.

   b. Start cleaning basin by using backhoe to remove debris and sediment off the bottom.

   c. Continue cleaning structures and pond bottom as necessary by sweeping and shoveling.

   d. Put all material removed from the pond into a dump truck.

   e. Some structures may require use of a vactor truck. If so use the same procedures described for cleaning catch basins.

3. Clean-up

   a. After cleaning basins, clean off the concrete pads using dry methods (sweeping and shoveling).

   b. Make sure they are swept up and clean.

   c. Take the material that was removed to the landfill for final disposal.

4. Documentation

   a. Keep logs of each detention basins/pond cleaned including date, individuals involved in cleaning, and a description of the type of debris removed.

   b. Record the amount of waste collected.

   c. Keep any notes or comments of any problems.

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STREETS/STORM DRAIN – Creek Management

1. Preparation

   a. Monitor streams on a regular basis (Suggested interval?).

   b. Check culverts and crossings after every storm.

   c. Maintain access to stream channels wherever possible.

   d. Identify areas requiring maintenance

   e. Determine what manpower or equipment will be required.

   f. Identify access and easements to area requiring maintenance.

   g. Determine method of maintenance that will be least damaging to the channel.

   h. Obtain Stream Alteration Permit.

2. Process

   a. Remove unwanted material (debris, branches, soil) from the creek channel and place it in a truck to be hauled away

3. Clean-up

   a. Stabilize all disturbed soils.

   b. Remove all tracking from paved surfaces near maintenance site, if applicable.

   c. Haul all debris or sediment removed from area to approved dumping site.

4. Documentation

   a. Keep log of actions performed including date and individuals involved.

   b. Record the amount of materials removed or imported.

   c. Keep any notes or comments of any problems.

   d. Use “before” and “after” photographs to document activities as applicable.

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STREETS/STORM DRAIN – Ditch Management

1. Preparation

   a. Monitor ditches on a regular basis (Suggested interval?).

   b. Maintain access to ditch channels wherever possible.

   c. Contact affected property owners and utility owners.

2. Process

   a. Identify areas requiring maintenance

   b. Determine what manpower or equipment will be required.

   c. Identify access and easements to area requiring maintenance.

   d. Determine method of maintenance that will be least damaging to the channel and adjacent properties or utilities.

3. Clean-up

   a. Stabilize all disturbed soils.

   b. Remove all tracking from paved surfaces near maintenance site, if applicable.

   c. Haul all debris or sediment removed from area to approved dumping site.

4. Documentation

   a. Keep log of actions performed including date and individuals involved.

   b. Record the amount of materials removed or imported.

   c. Keep any notes or comments of any problems.

   d. Use “before” and “after” photographs to document activities as applicable.

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STREETS/STORM DRAIN – Sumps and Injection Wells (Includes Underground Storm Water Detention Structures)

Description: This section contains information on the cleaning of storm drain sumps and injection wells. This also includes what methods to use to remove sediment and debris from the structures. A record keeping procedure is also outlined for tracking the cleaning process.

Applicability: Cleaning of Sumps and Injection Wells.

1. Preparation:

   a. Clean sediment and trash off inlet to sump/injection well.

   b. Determine how water is supposed to drain from the structure and assess the ability of the structure to allow water to drain as designed.

   c. If possible do visual inspection of inside of sump/injection well.

   d. Look for cracks, missing or broken pieces in the walls/sides of structure.

   e. Do inside visual inspection to see what needs to be cleaned.

2. Process

   a. Clean using a high powered vac truck, cleaning the sides of the structure and sucking out sediment on the bottom.

   b. Remove fine sediments that might inhibit the drainage of water if the structure is designed such that the water drains out the bottom.

   c. Clean those places where to water drains if the structure is designed to drain out the sides of the sump/injection well.

   d. Clean inlets and overflow outlets.

3. Clean-up

   a. When vac truck is full of sediment take it to _____to dump all the sediment out of the truck into a dry pond.

   b. When evaporates are dry, clean it up with a backhoe, put it into a dump truck and take it to the landfill.

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4. Documentation

   a. Keep logs of culverts/storm water pipes wells cleaned.

   b. Record the amount of waste collected.

   c. Keep any notes or comments of any problems.

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STREETS/STORM DRAIN – Chip Seal

1. Preparation

   a. Clean and dry areas where materials are to be applied.

   b. Apply temporary covers to manholes and catch basins to prevent oil and materials from getting inside of them.

   c. Process Apply emulsion at recommended rate.

   d. Spread chips closely behind emulsion distributor, slowly such that the chips do not roll when they hit the surface.

   e.

2. Clean-up

   a. All loose aggregate is removed from the roadway by sweeping it up (see SOP for Street Sweeping).

   b. Excessive asphalt applications and spills are removed with shovels and scraping tools.

   c. Remove the temporary covers from manholes and catch basins. If it appears that any chip seal materials have gotten into the inlet boxes, remove the material according to the SOP for inlet boxes.

   d. Dispose of the waste material that has been swept and scraped up by taking it to the landfill.

3. Documentation

   a. Record location and date on the maintenance database and map

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STREETS/STORM DRAIN – Slurry Seal

1. Preparation

   a. Remove weeds from the roads. Sweep areas where materials are to be applied, and allow drying, if necessary. Verify that existing pavement has been inspected for detrimental effects of poor drainage.

   b. Cover/protect catch basins and manholes.

2. Process

   a. Apply materials in a smooth and uniform manner. Slurry material should not run onto adjacent pavement surface, curb and gutter or waterways.

3. Clean-up

   a. If loose aggregate is remaining in street or curb, sweep it up.

   b. Ensure that excess emulsion materials are removed from the site and stored for later use in an area or container that is not exposed to the weather.

   c. Remove covers/protection from catch basins and manholes, and valves.

4. Documentation

   a. Record location and date on the maintenance database and map

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STREETS/STORM DRAIN – Overlays and Patching

1. Preparation

   a. Measure and mark locations of manholes and valves on the curb

   b. Manholes and catch basins are covered as needed to prevent oil and materials from getting inside the structures or system.

   c. Cracks should be properly sealed. Alligator cracks and potholes should be removed and patched. Rutting should be milled.

   d. Surface should be clean and dry.

   e. Uniform tack coat applied and cured prior to placement of overlay.

   f. If milling is required, install inlet protection as needed.

2. Process

   a. Check hot asphalt mix for proper temperature, percentage asphalt, gradation, air voids and any other agency requirements.

   b. Raise manhole lids and valves to elevation of new asphalt surface with riser rings.

   c. Surface texture should be uniform, no tearing or scuffing.

   d. Rolling should be done to achieve proper in-place air void specification.

3. Clean-up

   a. Covering should be removed as soon as the threat of imported materials entering the system is reduced and prior to a storm event.

   b. After pavement has cooled, sweep gutters to remove loose aggregate.

4. Documentation

   a. Record location and date on the maintenance database and map

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STREETS/STORM DRAIN – Crack Seal

1. Preparation

   a. Cover Manholes and catch basins to prevent oil and materials from getting inside the structures or system.

   b. Remove weeds from the road

   c. Air-blast the cracks to remove sediments from the crack to allow for proper adhesion.

   d. Ensure that surface is clean and dry.

2. Process

   a. Proper temperature of material should be maintained.

   b. Sufficient material is applied to form the specified configuration.

3. Clean-up

   a. Excessive sealant application or spills are removed.

   b. Sweep all loose debris from the pavement and dispose of it in the local landfill.

4. Documentation

   a. Record location and date on the maintenance database and map

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STREETS/STORM DRAIN – Shouldering and Mowing

1. Preparation

   a. Set up temporary traffic control devices according to part VI of the MUTCD.

2. Process

   a. Place import material as needed and perform grading to achieve proper drainage.

   b. Mulch clippings to help reduce the amount of supplemental fertilizer required

3. Clean-up

   a. Clean any loose material off asphalt or gutter.

4. Documentation

   a. Record location and date on the maintenance database and map

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STREETS/STORM DRAIN – Secondary Road Maintenance

1. Preparation

   a. Determine length amount and type of road base or gravel that will be needed.

   b. Determine proper equipment to be used and or any safety hazards.

   c. Design proper drainage: slopes, berms etc.

2. Process

   a. Have truck drivers follow a designated route for hauling in the soil (See SOP for transporting Soil and Gravel).

   b. If soil is too dry to achieve compaction, loosen surface material and moisture condition.

   c. Smooth or grade soil with the desired crown or cross-slope.

   d. Compact soil.

3. Clean-up

   a. Replace filter fabric with washed rock (if necessary) on monthly maintenance.

   b. Clean up equipment according to the SOP for Cleaning Equipment

   c. Clean up any debris on traveled roads, and dispose of it in the landfill.

4. Documentation

   a. Fill out daily activity report in log book or journal. Include Date, time, personnel, and location.

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STREETS/STORM DRAIN – Gravel Road Maintenance

Description: This section contains information on gravel roadway maintenance and the protection of the storm drain system.

Applicability: Performing any maintenance on gravel roadways.

1. Preparation

   a. Locate drainage features along length of road to be maintained

   b. Protect drainage structures from material entering the system during maintenance activities

   c. Determine disposal site for excess materials

   d. Install traffic control as necessary.

   e. Stockpile material as necessary for the work.

   f. Install BMP's as necessary for the level of work to be performed.

2. Process

   a. Grade road to promote drainage away from the roadway.

   b. Place imported material as needed for roadway.

   c. Compact material quickly to maintain moisture content and reduce potential for erosion.

   d. Repair/revise drainage structures to collect runoff.

   e. Stabilize shoulders after completing maintenance.

   f. Install / maintain BMP's as necessary along roadway.

3. Clean-up

   a. Remove stockpiled material from work area.

   b. Stabilize any loose material or disturbed areas.

   c. Clean any tracked materials from paved surfaces.

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4. Documentation

Record location and date on the maintenance log.

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STREETS/STORM DRAIN – Concrete Work

1. Preparation

   a. Train employees and contractors in proper concrete waste management

   b. Store dry and wet materials under cover, away from drainage areas

   c. Remove any damaged concrete that may need to be replaced.

   d. Prepare and compact sub-.

2. Process

   a. Install inlet protection as needed.

   a. Avoid mixing excess amounts of fresh concrete on-site.

   b. Remove forms when concrete will not slump

   c. Moisten sub base just prior to placing new concrete. This helps keep the soil from wicking moisture out of the concrete into the ground.

   d. Place new concrete in forms.

   e. Consolidate new concrete

   f. Screed off surface

   g. Let concrete obtain its initial set

   h. Apply appropriate surface finish

3. Clean-up

   a. Perform washout of concrete trucks and equipment in designated areas only

   b. Do not washout concrete trucks or equipment into storm drains, open ditches, streets or streams

   c. Cement and concrete dust from grinding activities is swept up and removed from the site.

      Remove dirt or debris from street and gutter.

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STREETS/STORM DRAIN – Garbage Storage

1. Preparation

   a. Locate dumpsters and trash cans with lids in convenient, easily observable areas.

   b. Provide properly-labeled recycling bins to reduce the amount of garbage disposed.

   c. Provide training to employees to prevent improper disposal of general trash.

2. Process

   a. Inspect garbage bins for leaks regularly, and have repairs made immediately by responsible party.

   b. Locate dumpsters on a flat, impervious surface that does not slope or drain directly into the storm drain system.

   c. Install berms, curbing or vegetation strips around storage areas to control water entering/leaving storage areas.

   d. Keep lids closed when not actively filling dumpster.

3. Clean-up

   a. Keep areas around dumpsters clean of all garbage.

   b. Have garbage bins empted as often as needed to keep from overfilling.

   c. Wash out bins or dumpsters as needed to keep odors from becoming a problem. Wash out in properly designated areas only.

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STREETS/STORM DRAIN – Snow Removal and De-icing

1. Preparation

   a. Store de-icing material under a covered storage area or in an area where water coming off the de-icing materials is collected and delivered to the sanitary sewer or reused as salt brine.

   b. Slope loading area away from storm drain inlets

   c. Design drainage from loading area to collect runoff before entering storm water system

   d. Wash out vehicles (if necessary) in approved washout area before preparing them for snow removal.

   e. Calibrate spreaders to minimize amount of de-icing material used and still be effective

   f. Provide vehicles with spill cleanup kits in case of hydraulic line rupture or other spills

   g. Train employees in spill cleanup procedures and proper handling and storage of de-icing materials

2. Process

   a. Load material into trucks carefully to minimize spillage

   b. Periodically dry sweep loading area to reduce the amount of de-icing materials exposed to runoff

   c. Distribute the minimum amount of de-icing material to be effective on roads

   d. Do not allow spreaders to idle while distributing de-icing materials.

   e. Park trucks loaded with de-icing material inside when possible

3. Cleanup

   a. Sweep up all spilled de-icing material around loading area

   b. Clean out trucks after snow removal duty in approved washout area

   c. Provide maintenance for vehicles in covered area

   d. If sand is used in de-icing operations, sweep up residual sand from streets when weather permits

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STREETS/STORM DRAIN – Street Sweeping

1. Preparation

   a. Prioritize cleaning routes to use at the highest frequency in areas with the highest pollutant loading.

   b. Restrict street parking prior to and during sweeping using regulations as necessary

   c. Increase sweeping frequency just before the rainy season, unless sweeping occurs continuously throughout the year.

   d. Perform preventative maintenance and services on sweepers to increase and maintain their efficiency

2. Process

   a. Streets are to be swept as needed or specified by the city. Street maps are used to ensure all streets are swept at a specified interval

   b. Drive street sweeper safely and pickup debris

   c. When full, take the sweeper to an approved street sweeper cleaning station.

3. Clean-up

   a. Street sweepers are to be cleaned out in an approved street sweeper cleaning station

   b. Street sweeping cleaning stations shall separate the solids from the liquids.

   c. Once solids have dried out, haul them to the local landfill

   d. Decant water is to be collected and routed to an approved wastewater collection system area only.

   e. Haul all dumped material to the landfill.

4. Documentation

   a. Keep accurate logs to track streets swept and streets still requiring sweeping.

   b. Log the amount of debris collected and hauled off.

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STREETS/STORM DRAIN – Salt and Sand, Mixing and Storing

Description: This section contains information on proper storage and loading of de-icing material in order to prevent materials from entering into a storm drain system.

Applicability: Snow removal or application of de-icing materials.

1. Preparation

   a. Mix and store materials on impervious surface only.

   b. Mix materials in summer months.

   c. After mixing materials store in covered shed.

2. Process

   a. Mixed materials are ready for winter use.

3. Clean-up

   a. Sweep up/Clean up mixing areas.

   b. Wash out trucks/loaders in approved wash bays.

4. Documentation

   None

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STREETS/STORM DRAIN – Transporting Soil and Gravel

1. Preparation

   a. Dry out wet materials before transporting.

   b. Spray down dusty materials to keep from blowing.

   c. Make sure you know and understand the SWPPP requirements for the site you will be working at.

   d. Determine the location that the truck and other equipment will be cleaned afterwards

2. Process

   a. Use a stabilized construction entrance to access or leave the site where materials are being transported to/from.

   b. Cover truck bed with a secured tarp before transporting.

   c. Follow the SWPPP requirements for the specific site to/from which the materials are being hauled.

   d. Make sure not to overfill materials when loading trucks.

3. Clean up

   a. Use sweeper to clean up any materials tracked out on the roads from site.

   b. Wash out truck and other equipment when needed in properly designated areas.

4. Documentation

   a. Keep records of any material that is tracked out of site and what was done to clean it up and how long it took to clean up and what the weather conditions were at the time.

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VEHICLES – Fueling

1. Preparation

   a. Train employees on proper fueling methods and spill cleanup techniques.

   b. Install a canopy or roof over aboveground storage tanks and fuel transfer areas.

   c. Absorbent spill clean-up materials and spill kits shall be available in fueling areas and on mobile fueling vehicles and shall be disposed of properly after use.

2. Process

   a. Shut off the engine.

   b. Ensure that the fuel is the proper type of fuel for the vehicle.

   c. Nozzles used in vehicle and equipment fueling shall be equipped with an automatic shut off to prevent overfill.

   d. Fuel vehicle carefully to minimize drips to the ground.

   e. Fuel tanks shall not be 'topped off'.

   f. Mobile fueling shall be minimized. Whenever practical, vehicles and equipment shall be transported to the designated fueling area in the Facilities area.

   g. When fueling small equipment from portable containers, fuel in an area away from storm drains and water bodies.

3. Clean Up

   a. Immediately clean up spills using dry absorbent (e.g., kitty litter, sawdust, etc.) sweep up absorbent material and properly dispose of contaminated clean up materials.

   b. Large spills shall be contained as best as possible and the HazMat team should be notified ASAP.

4. Records

   a. Comply with underground storage tank records and monitoring requirements.

   b. Document training of employees.

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VEHICLES – Vehicle and Equipment Storage

1. Preparation

   a. Inspect parking areas for stains/leaks on a regular basis.

   b. Provide drip pans or adsorbents for leaking vehicles.

2. Process

   a. Whenever possible, store vehicles inside where floor drains have been connected to sanitary sewer system.

   b. When inside storage is not available, Vehicles and equipment will be parked in the approved designated areas.

   c. Maintain vehicles to prevent leaks as much as possible.

   d. Address any known leaks or drips as soon as possible. When a leak is detected a drip pan will be placed under the leaking vehicle to collect the drip.

   e. The shop will provide a labeled location to empty and store drip pans.

   f. If any leaks are discovered, a drip pan will be used to collect the fluids and vehicle will be scheduled for repairs.

   g. Clean up all spills using dry methods.

   h. Never store leaking vehicles over a storm drain.

3. Clean Up

   a. Any leaks that are spilled on the asphalt will be cleaned up with dry absorbent; the dry absorbent will be swept up and disposed of in the garbage.

   b. The paved surfaces around the building will be swept every two weeks, weather permitting.

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VEHICLES – Washing

1. Preparation

a. Provide wash areas for small vehicles inside the maintenance building that has a drain system which is attached to the sanitary sewer system.

b. Provide wash areas for large vehicles on an approved outside wash pad that has a drain system which is attached to the sanitary sewer system.

c. No vehicle washing will be done where the drain system is connected to the storm sewer system.

2. Process

a. Minimize water and soap use when washing vehicles inside the shop building.

b. Soap should not be used when washing vehicles outside the shop building. Water Only.

c. Use hoses with automatic shut off nozzles to minimize water usage.

d. When washing outside the building, it is the operators' responsibility to make sure all wash water is contained on the wash pad and does not have access to the storm drain.

e. Never wash vehicles over or a storm drain.

3. Clean Up

a. Sweep wash areas after every washing to collect what solids can be collected to prevent them from washing down the drain system.

b. Clean solids from the settling pits on an as needed basis.

Attachment: (Word Copy) Standard Operating Procedures American Fork City MS4 Permit (Standard Operating Procedures for Municipal

WATER – Planned Waterline Excavation Repair/Replacement

1. Preparation
    a. Determine where discharge flow will go
    b. Place inlet protection at nearest downstream storm drain inlet
    c. Clean Gutters leading to inlet
    d. Isolate waterline to be worked on
    e. Neutralize any chlorine residual before discharging water

2. Process
    a. Make efforts to keep water from pipeline from entering the excavation
    b. Direct any discharge to pre-determined area
    c. Backfill and compact excavation
    d. Haul of excavated material or stock pile nearby

3. Clean up
    a. Clear gutter/waterway where water flowed
    b. Clean up all areas around excavation
    c. Clean up travel path of trucked material

4. Documentation
    a. Complete paperwork

Attachment: (Word Copy) Standard Operating Procedures American Fork City MS4 Permit (Standard Operating Procedures for Municipal

WATER – Unplanned Waterline Excavation Repair/Replacement

1. Preparation

    a. Make sure service trucks have wattles, gravel bags, or other materials for inlet protection.

2. Process

    a. Slow the discharge.

    b. Inspect flow path of discharged water

    c. Protect water inlet areas

    d. Follow planned repair procedures.

    e. Haul off spoils of excavation

    f. Consider use of silt filter bags on pumps

3. Clean-up

    a. Repair eroded areas as needed

    b. Follow planned repair procedures

    c. Clean up the travel path of trucked excavated material

Attachment: (Word Copy) Standard Operating Procedures American Fork City MS4 Permit (Standard Operating Procedures for Municipal

WATER – Transporting Dry Excavated Materials & Spoils

1. Preparation
   a. Utilize truck with proper containment of materials
   b. Determine disposal site of excavated materials

2. Process
   a. Load
   b. Check truck after loading for possible spillage
   c. Transport in manner to eliminate spillage & tracking
   d. Utilize one route for transporting

3. Clean-up
   a. Clean loading area
   b. Clean transporting route
   c. Wash off truck and other equipment in a designated equipment cleaning area

Attachment: (Word Copy) Standard Operating Procedures American Fork City MS4 Permit (Standard Operating Procedures for Municipal

WATER – Transporting Wet Excavated Materials & Spoils

1. Preparation
    a. Utilize truck with containment for material
    b. Determine disposal site of excavated material

2. Process
    a. Load and Transport in manner to minimize spillage & tracking of material
    b. Check truck for spillage
    c. Utilize one route of transport

3. Clean-up
    a. Clean route of transport to provide cleaning of any spilled material
    b. Wash out equipment truck and other equipment in designated wash area

Attachment: (Word Copy) Standard Operating Procedures American Fork City MS4 Permit (Standard Operating Procedures for Municipal

WATER – Waterline Flushing for Routine Maintenance

1. Preparation

   a. Determine flow path of discharge to inlet of waterway.

   b. Determine chlorine residual

   c. Neutralize chlorine residual

2. Process

   a. Clean flow path.

   b. Protect inlet structures.

   c. Use diffuser to dissipate pressure to reduce erosion possibilities.

3. Clean-up

   a. Clean flow path

   b. Remove inlet protection.

4. Documentation

   a. Residual tests of discharge water.

Attachment: (Word Copy) Standard Operating Procedures American Fork City MS4 Permit (Standard Operating Procedures for Municipal

WATER – Waterline Flushing after Construction/System Disinfection with Discharge to Storm Drain

1. Preparation

   a. Determine chlorine content of discharged water, and select de-chlorination equipment to be used.

   b. Determine flow path of discharge.

2. Process

   a. Protect inlets in flow path

   b. Install de-chlorination equipment

   c. Sweep and clean flow path

   d. Use diffuser to reduce velocities

3. Clean-up

   a. Pick up inlet protection

   b. Clean flow paths

   c. Remove equipment from flush point

4. Documentation

   a. Residual test of discharged water

Attachment: (Word Copy) Standard Operating Procedures American Fork City MS4 Permit (Standard Operating Procedures for Municipal

WATER – Waterline Flushing after Construction/System Disinfection with Discharge with Haul Off (Used for Dust Control/Compaction)

1. Preparation

   a. Determine chlorine content of discharged water

   b. Determine appropriate construction activity for treatment

2. Process

   a. Flush to tanker for disposal on unpaved construction activity for dust control or compaction

   b. Conform that application of water is in appropriate location

3. Clean-up

   a. Remove equipment from flush point

4. Documentation

   a. Residual test of discharged water

   b. Location of water discharged

Attachment: (Word Copy) Standard Operating Procedures American Fork City MS4 Permit (Standard Operating Procedures for Municipal

WATER – Chemical Handling/Transporting and Spill Response

1. Preparation

   a. Understand MSDS sheets for handling of product

   b. Determine proper place of handling

   c. Have necessary containment and spill kits at handling place

2. Process

   a. Begin transfer process

   b. Discontinue operations if spill levels occurs

   c. Disconnect and store handling equipment

3. Clean-up

   a. Clean up spills with proper material

   b. Dispose of contaminated material at appropriate facility

4. Documentation

   a. Report spills to Utah County

      5 gallons of hydro fluoride acid

      Work hours (801) 763 3060

      After hours 801-404-7167 American Fork City dispatch

Attachment: (Word Copy) Standard Operating Procedures American Fork City MS4 Permit (Standard Operating Procedures for Municipal

WATER - Swimming Pools and Spas Discharge to Storm Water System

Attachment: (Word Copy) Standard Operating Procedures American Fork City MS4 Permit (Standard Operating Procedures for Municipal

Description: This section contains information and guidelines for the draining of swimming pools and spas into the storm drain or sanitary sewer systems.

Applicability: Pool and Spa draining into storm water or sanitary sewer systems.

Note: Pool owners may discharge their pool water and filter backwash water to the sanitary sewer. There are no limitations on chlorine content or pH levels for discharges to the sanitary sewer. It is also acceptable to discharge to the sanitary sewer if the water is cloudy discolored, or contains algae. The pool owner should contact Public Works prior to discharging water from any pool or spa regardless of where they plan to discharge the water - sanitary sewer, onto the ground, or in a manner such that it enters the storm water system. After approval has been given by the public works department, swimming pool water may be discharged into the sanitary sewer system or the storm water system. The city must ensure the sewer system can accommodate the additional swimming pool water discharge. There may be a fee associated with discharging pool or spa water into the sanitary sewer.

1. Preparation

   a. With the help of Public Works officials determine the best place to discharge the water from the pool/spa.

   b. A pool or spa may be emptied onto the ground or into the storm water system if the chlorine content is less than one part per million and free of other chemicals.

   c. The pH level of the water must be tested prior to discharge and must fall within a range of 7 to 8.

   d. The water must not be cloudy or discolored and must be free of algae or other contaminants.

   e. Do a visual inspection of the pathway the water will take to ensure contaminants, trash, or soils or other sediments will not be washed into the storm water system. Clean as needed.

2. Process

   a. Clean, as needed, any storm water structure that will be used to convey the water into and through the storm water system.

   b. Drain the pool or spa to the location determined by Public Works officials using the pool system's pumps or by gravity.

   c. Carefully watch the draining process at all times to ensure the water flow is going as planned and does not overload the system.

d. Water being discharged may not cause erosion and may not go unto a neighbor's property without their express written permission.

3. Documentation

a. Keep logs of pools and spas drained.

b. Record the amount of water drained and where the water was drained to.

c. Keep any notes or comments of any problems.

Attachment: (Word Copy) Standard Operating Procedures American Fork City MS4 Permit (Standard Operating Procedures for Municipal

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
JANUARY 13, 2026

Department Public Works **Director Approval** *Sam Kelly*

AGENDA ITEM Review and action on an ordinance approving a code text amendment, known as Easements, of the American Fork City Municipal Code. Amending Section 15.01.110, the code text amendment removes standard side yard easements.

SUMMARY RECOMMENDATION
The staff would recommend approval. The Planning Commission recommended approval of this project at the December 3, 2025 meeting.

BACKGROUND
Staff has initiated a Code Text Amendment to amend Section 15.01.110 of the American Fork City Municipal Code. The proposed amendment clarifies "Easement" and "Public Utility Easements" references and the removes side yard easement requirements.

BUDGET IMPACT
N/A

SUGGESTED MOTION
I move to approve the proposed Code Text Amendment, amending Section 15.01.110, titled Easements clarifying easements references removing side yard easement requirements, and providing an effective date for the ordinance.

SUPPORTING DOCUMENTS

15.01.110 Easements Current Code (PDF)
15.01.110 Easements Redline (DOCX)
15.01.110 CTA Revised (Word) (DOCX)
12.3.2025 Approved PC Meeting Minutes (PDF)

Sec 15.01.110 Easements

Easements of not less than five feet of all lot lines shall be required. Easements on lot lines adjacent to the public right of way shall be no less than ten feet unless otherwise determined appropriate by the City Engineer. Easements that are twenty feet wide may be required where deemed necessary by City Engineer or Planning Commission for the purpose of storm drains, sewer lines, water mains, canals, public utilities, etc. Sewer, water, pressurized irrigation, or storm drainage lines which are deeper than five feet to flowline shall be placed in a minimum of a twenty-five-foot wide easement. Where said utility lines are deeper than twelve feet or greater than twelve inches in diameter, the pipe shall be placed in a thirty-foot-wide easement or greater as determined by the City Engineer. Where reduced building setbacks are allowed by other sections of the American Fork City Municipal Code, Applicant shall provide accommodations for utilities through easements and/or connections to adjacent properties as approved by the utility providers and the City Engineer. Where an existing improved site is proposed by the Applicant to be retrofitted, remodeled or redeveloped, Applicant shall provide easements as required by this section. In areas where existing improvements and conditions prohibit the Applicant from complying with all easement requirements, Applicant shall provide alternative easements to meet the intent of this section for City Engineer's review. City Engineer may approve alternative locations for easements as deemed appropriate and necessary by City Engineer.

(Ord. No. 2007-07-31, § 1.3, 7-10-2007; Ord. No. 2011-06-17, § 1, 6-28-2011)

HISTORY

Amended by Ord. 2018-09-40 on 9/25/2018

Amended by Ord. 2020-08-47 on 8/25/2020

Amended by Ord. 2021-12-63 on 12/14/2021

Attachment: 15.01.110 Easements Current Code (15.01.110 Easements Code Text Amendment)

Sec 15.01.110 Easements

Public Utility Easements of not less than five feet of all rear lot and parcel of record lines shall be required. Public Utility Easements on lot lines adjacent to the public right of way shall be required and shall be no less than ten feet unless otherwise determined appropriate by the City Engineer. Easements that are twenty feet wide may be required where deemed necessary by City Engineer or Planning Commission for the purpose of storm drains, sewer lines, water mains, canals, public utilities, etc.

Sewer, water, pressurized irrigation, or storm drainage lines which are deeper than five feet to flowline shall be placed in a minimum of a twenty-five-foot wide easement. Where said utility lines are deeper than twelve feet or greater than twelve inches in diameter, the pipe shall be placed in a thirty-foot-wide easement or greater as determined by the City Engineer.

Where reduced building setbacks are allowed by other sections of the American Fork City Municipal Code, Applicant shall provide accommodations for utilities through easements and/or connections to adjacent properties as approved by the utility providers and the City Engineer.

Where an existing improved site is proposed by the Applicant to be retrofitted, remodeled or redeveloped, Applicant shall provide easements as required by this section. In areas where existing improvements and conditions prohibit the Applicant from complying with all easement requirements, Applicant shall provide alternative easements to meet the intent of this section for City Engineer's review. City Engineer may approve alternative locations for easements as deemed appropriate and necessary by City Engineer.

Attachment: 15.01.110 Easements Redline (15.01.110 Easements Code Text Amendment)

Sec 15.01.110 Easements

Public Utility Easements of not less than five feet of all rear lot and parcel of record lines shall be required. Public Utility Easements on lot lines adjacent to the public right of way shall be required and shall be no less than ten feet unless otherwise determined appropriate by the City Engineer. Easements that are twenty feet wide may be required where deemed necessary by City Engineer or Planning Commission for the purpose of storm drains, sewer lines, water mains, canals, public utilities, etc.

Sewer, water, pressurized irrigation, or storm drainage lines which are deeper than five feet to flowline shall be placed in a minimum of a twenty-five-foot wide easement. Where said utility lines are deeper than twelve feet or greater than twelve inches in diameter, the pipe shall be placed in a thirty-foot-wide easement or greater as determined by the City Engineer.

Where reduced building setbacks are allowed by other sections of the American Fork City Municipal Code, Applicant shall provide accommodations for utilities through easements and/or connections to adjacent properties as approved by the utility providers and the City Engineer.

Where an existing improved site is proposed by the Applicant to be retrofitted, remodeled or redeveloped, Applicant shall provide easements as required by this section. In areas where existing improvements and conditions prohibit the Applicant from complying with all easement requirements, Applicant shall provide alternative easements to meet the intent of this section for City Engineer's review. City Engineer may approve alternative locations for easements as deemed appropriate and necessary by City Engineer.

Attachment: 15.01.110 CTA Revised (Word) (15.01.110 Easements Code Text Amendment)

UNAPPROVED MINUTES
12.3.2025

AMERICAN FORK CITY

PLANNING COMMISSION REGULAR SESSION

December 3, 2025

The American Fork City Planning Commission met in a regular session on December 3rd, 2025 at the American Fork City Hall, 31 North Church Street, commencing at 6:30 p.m.

Commissioners Present: Christine Anderson, Claire Oldham, Geoff Dupaix, David Bird, Chris Christiansen

Commissioners Absent: Harold Dudley, Rod Martin

Staff Present:

Cody Opperman	Planner II
Ben Hunter	City Engineer
Katy Wiese	Administrative Assistant

Others Present:

REGULAR SESSION

Christine Anderson led the "Pledge of Allegiance"

Roll Call

COMMON CONSENT AGENDA

1. **Minutes of the October 22, 2025 Planning Commission Regular Session.**
2. **Minutes of the November 19, 2025 Planning Commission Regular Session.**
3. **Planning Commission Meeting Schedule for 2026**

Geoff Dupaix motioned to approve the Common Consent agenda.

Chris Christiansen seconded the motion.

Attachment: 12.3.2025 Approved PC Meeting Minutes (15.01.110 Easements Code Text Amendment)

Voting was as follows:

Geoff Dupaix	**AYE**
Christine Anderson	**AYE**
Claire Oldham	**AYE**
David Bird	**AYE**

The motion passed

PUBLIC HEARING

a. **Public hearing, review, and recommendation on a proposed Code Text Amendment, known as Sidewalks – Cleaning By Property Owner of the American Fork City Municipal Code. Amending Section 12.12.030, the Code Text Amendment plans to clarify and strengthen existing language to detail that the owner or occupant of a property is responsible for maintaining the entire frontage of the property, including front, side, and rear.**

Ben Hunter explained that two separate sections of code referred to the responsibility of the property owner, and that this clarification would allow this section code to be more consistent in referring to the frontage of the home as the front, side, and rear of the home and park strip.

Christine Anderson opened Public hearing – no public comment

Christine Anerson closed Public hearing

Geoff Dupaix stated that overgrown weeds and trees (e.g., along 900 West and 1120 North) reduce usable sidewalk and trail width and create unsafe conditions. He asked whether the enforcement portion of the code also needs clarification.

Ben Hunter responded that enforcement mechanisms already exist. Code enforcement can cite violations for overgrown weeds or similar issues, whether identified by staff or through Report-a-Concern submissions. He said the proposed code clarifications help identify who is responsible for each area.

Attachment: 12.3.2025 Approved PC Meeting Minutes (15.01.110 Easements Code Text Amendment)

Geoff Dupaix noted that some city-owned property, such as along 1120 North near Mitchell Hollow Park, is also overgrown and emphasized that the city should set the example.

Ben Hunter agreed and explained that the city has addressed issues on city-fronted properties, citing specific examples where staff have mowed or maintained weeds. He confirmed the city is responsible for its own frontage.

Geoff Dupaix asked if the city has considered xeriscaping city-owned park strips to reduce maintenance needs.

Cody Opperman explained that new developments must meet water-efficiency standards (Code 17.21), such as no lawn in new park strips, landscaped islands, or more than 10% lawn overall. Xeriscaping and rock/gravel treatments are required. Existing developed areas are not required to retrofit, but water-wise landscaping is encouraged, and residents may use CUWCD "Flip-Your-Strip" incentives.

Geoff Dupaix clarified he was specifically asking about city-owned properties.

Cody Opperman said that for new city projects, such as the upcoming 300 West/200 South roundabout, xeriscaping is included. Retroactive improvements could also be addressed through future capital projects. He added that code enforcement is not citation-heavy; residents typically receive a warning and 30 days to resolve issues, and the city works with them if they are actively trying to comply.

Christine Anderson asked whether the code clarifies who maintains sidewalks located behind a subdivision wall where the owner may not realize they are responsible.

Ben Hunter said yes; the code clarifies that adjacent owners are responsible even if the area is behind a wall. He reiterated that the city handles such cases with education rather than immediate citations.

Geoff Dupaix asked whether the city could include seasonal reminders in the newsletter about maintaining weeds and keeping sidewalks clear.

Ben Hunter agreed and said he could pass that suggestion to the community outreach team for spring and fall reminders.

David Bird asked who is responsible for repairing sidewalks damaged by trees in park strips.

Ben Hunter explained that when problem trees in park strips (public right-of-way) cause damage, the city identifies and removes the trees, coordinates with property owners, and typically repairs the damaged infrastructure. He noted that recommended tree lists are provided to help prevent future damage. He also referenced upcoming projects, such as the roundabout at 300 South, which will incorporate xeriscaping in some areas.

Attachment: 12.3.2025 Approved PC Meeting Minutes (15.01.110 Easements Code Text Amendment)

Geoff Dupaix moved to recommend approval for the proposed Code Text Amendment, amending Section 12.12.030, titled Sidewalks – Cleaning By Property Owner, relating to frontage maintenance and providing an effective date for the ordinance.

Claire Oldham seconded the motion.

Voting was as follows:

Geoff Dupaix	**AYE**
Christine Anderson	**AYE**
Claire Oldham	**AYE**
David Bird	**AYE**

The motion passed

b. Public hearing, review, and recommendation on a proposed Code Text Amendment, known as Easements of the American Fork City Municipal Code. Amending Section 15.01.110, the Code Text Amendment plans to add clarity to existing references to "Public Utility Easements" and the accompanying easement requirements.

Ben Hunter explained that the intent of the code revision is to remove the requirement for five-foot public utility easements on the sides of all newly developed lots. He stated that the ten-foot easements at the front of lots and the five-foot easements at the rear would remain. He noted that side easements are rarely used by the city, as most utilities (e.g., Rocky Mountain Power, Dominion Energy, communications) typically use front easements, while the city obtains dedicated easements when needed for water or sewer lines.

Christine Anderson opened Public hearing – no public comment

Attachment: 12.3.2025 Approved PC Meeting Minutes (15.01.110 Easements Code Text Amendment)

Christine Anderson closed Public hearing

Geoff Dupaix mentioned that he was glad to see this change, as the 5-foot easement has been a sticking point for previous projects.

David Bird motioned to recommend approval for the proposed Code Text Amendment, amending Section 15.01.110, titled Easements, relating to Public Utility Easement requirements and providing an effective date for the ordinance.

Geoff Dupaix seconded the motion.

Voting was as follows:

Geoff Dupaix	**AYE**
Christine Anderson	**AYE**
Claire Oldham	**AYE**
David Bird	**AYE**

The motion passed

Other Business

Christine Anderson brought up an extended window to review the general plan, they had until Monday, December 8th, 2025, to get comments to Patrick. She mentioned that there had been very few comments submitted up to that point, and emphasized that this would be the most expedient way to make changes that were needed.

Adjournment

Geoff Dupaix motioned to adjourn the meeting.

Claire Oldham seconded the motion.

Attachment: 12.3.2025 Approved PC Meeting Minutes (15.01.110 Easements Code Text Amendment)

Voting was as follows:

Geoff Dupaix	**AYE**
Christine Anderson	**AYE**
Claire Oldham	**AYE**
David Bird	**AYE**

The motion passed

Meeting adjourned at 6:51 PM

The order of agenda items may change to accommodate the needs of the commissioners, public and staff.

Attachment: 12.3.2025 Approved PC Meeting Minutes (15.01.110 Easements Code Text Amendment)

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
JANUARY 13, 2026

Department Public Works **Director Approval** *Sam Kelly*

AGENDA ITEM Review and action on an ordinance approving a code text amendment, known as Sidewalks - Cleaning By Property Owner, of the American Fork City Municipal Code.

SUMMARY RECOMMENDATION
The staff recommends approval. The Planning Commission recommended approval of this project at the December 3, 2025 meeting.

BACKGROUND
Staff has initiated a Code Text Amendment to amend Section 12.12.030 of the American Fork City Municipal Code. The proposed amendment clarifies and strengthens existing language to identify that the owner or occupant of a property is responsible for maintaining the entire frontage of the property, including front, side, and rear. This modification also makes this section of code consistent with other sections of code outlining property owner maintenance responsibilities.

BUDGET IMPACT
N/A

SUGGESTED MOTION
I move to approve the proposed Code Text Amendment, amending Section 12.12.030, titled Sidewalks - Cleaning By Property Owner to clarify the owner or occupant of a property is responsible for maintaining the entire frontage of the property, including front, side, and rear, and providing an effective date for the ordinance.

SUPPORTING DOCUMENTS

12.12.030 Code Text Amendment Revisions 2025-09 - Redlines (DOCX)
12.12.030 CTA Revised (Word) (DOCX)
12.12.030 CTA Revised Version (PDF) (PDF)
12.12.030 Sidewalks - Cleaning By Property Owner (Current Code) (PDF)
12.3.2025 Approved PC Meeting Minutes (PDF)

Sec 12.12.030 Sidewalks - Cleaning By Property Owner

It is unlawful for any occupant~~,~~ or ~~the~~ owner of ~~any~~ property abutting on any street within the ~~platted portion of the~~ city~~,~~ to neglect or fail to clean and keep ~~clean~~ clear of all weeds, ice, snow, or rubbish~~, the sidewalks in front of his premises.~~ all sidewalks adjacent to~~oining~~ such property, including those located along the front, side, and rear boundaries thereof.

It is unlawful for any occupant or owner of property abutting on any street within the city to neglect or fail to clean and keep clear of all weeds, ice, snow, or rubbish, all sidewalks adjacent to such property, including those located along the front, side, and rear boundaries of the property.

Attachment: 12.12.030 Code Text Amendment Revisions 2025-09 - Redlines (12.12.030 Sidewalks - Cleaning By Property Owner Code Text

Sec 12.12.030 Sidewalks and Frontage - Cleaning By Property Owner

It is unlawful for any occupant or owner of property abutting on any street within the city to neglect or fail to clean and keep clear of all weeds, ice, snow, or rubbish, all sidewalks adjacent to such property, including those located along the front, side, and rear boundaries of the property.

Attachment: 12.12.030 CTA Revised (Word) (12.12.030 Sidewalks - Cleaning By Property Owner Code Text Amendment)

Sec 12.12.030 Sidewalks and Frontage - Cleaning By Property Owner

It is unlawful for any occupant or owner of property abutting on any street within the city to neglect or fail to clean and keep clear of all weeds, ice, snow, or rubbish, all sidewalks adjacent to such property, including those located along the front, side, and rear boundaries of the property.

Attachment: 12.12.030 CTA Revised Version (PDF) (12.12.030 Sidewalks - Cleaning By Property Owner Code Text Amendment)

Sec 12.12.030 Sidewalks - Cleaning By Property Owner

It is unlawful for any occupant, or the owner of any property abutting on any street within the platted portion of the city, to neglect or fail to clean and keep clean of all weeds, ice, snow, or rubbish, the sidewalks in front of his premises.

(Prior code, § 21-11)

HISTORY
Repealed & Reenacted by Ord. 2022-03-16 on 3/29/2022

Attachment: 12.12.030 Sidewalks - Cleaning By Property Owner (Current Code) (12.12.030 Sidewalks - Cleaning By Property Owner Code Text

UNAPPROVED MINUTES
12.3.2025

AMERICAN FORK CITY

PLANNING COMMISSION REGULAR SESSION

December 3, 2025

The American Fork City Planning Commission met in a regular session on December 3rd, 2025 at the American Fork City Hall, 31 North Church Street, commencing at 6:30 p.m.

Commissioners Present: Christine Anderson, Claire Oldham, Geoff Dupaix, David Bird, Chris Christiansen

Commissioners Absent: Harold Dudley, Rod Martin

Staff Present:

Cody Opperman	Planner II
Ben Hunter	City Engineer
Katy Wiese	Administrative Assistant

Others Present:

REGULAR SESSION

Christine Anderson led the "Pledge of Allegiance"

Roll Call

COMMON CONSENT AGENDA

1. **Minutes of the October 22, 2025 Planning Commission Regular Session.**
2. **Minutes of the November 19, 2025 Planning Commission Regular Session.**
3. **Planning Commission Meeting Schedule for 2026**

Geoff Dupaix motioned to approve the Common Consent agenda.

Chris Christiansen seconded the motion.

Attachment: 12.3.2025 Approved PC Meeting Minutes (12.12.030 Sidewalks - Cleaning By Property Owner Code Text Amendment)

Voting was as follows:

Geoff Dupaix	**AYE**
Christine Anderson	**AYE**
Claire Oldham	**AYE**
David Bird	**AYE**

The motion passed

PUBLIC HEARING

a. **Public hearing, review, and recommendation on a proposed Code Text Amendment, known as Sidewalks – Cleaning By Property Owner of the American Fork City Municipal Code. Amending Section 12.12.030, the Code Text Amendment plans to clarify and strengthen existing language to detail that the owner or occupant of a property is responsible for maintaining the entire frontage of the property, including front, side, and rear.**

Ben Hunter explained that two separate sections of code referred to the responsibility of the property owner, and that this clarification would allow this section code to be more consistent in referring to the frontage of the home as the front, side, and rear of the home and park strip.

Christine Anderson opened Public hearing – no public comment

Christine Anerson closed Public hearing

Geoff Dupaix stated that overgrown weeds and trees (e.g., along 900 West and 1120 North) reduce usable sidewalk and trail width and create unsafe conditions. He asked whether the enforcement portion of the code also needs clarification.

Ben Hunter responded that enforcement mechanisms already exist. Code enforcement can cite violations for overgrown weeds or similar issues, whether identified by staff or through Report-a-Concern submissions. He said the proposed code clarifications help identify who is responsible for each area.

Attachment: 12.3.2025 Approved PC Meeting Minutes (12.12.030 Sidewalks - Cleaning By Property Owner Code Text Amendment)

Geoff Dupaix noted that some city-owned property, such as along 1120 North near Mitchell Hollow Park, is also overgrown and emphasized that the city should set the example.

Ben Hunter agreed and explained that the city has addressed issues on city-fronted properties, citing specific examples where staff have mowed or maintained weeds. He confirmed the city is responsible for its own frontage.

Geoff Dupaix asked if the city has considered xeriscaping city-owned park strips to reduce maintenance needs.

Cody Opperman explained that new developments must meet water-efficiency standards (Code 17.21), such as no lawn in new park strips, landscaped islands, or more than 10% lawn overall. Xeriscaping and rock/gravel treatments are required. Existing developed areas are not required to retrofit, but water-wise landscaping is encouraged, and residents may use CUWCD "Flip-Your-Strip" incentives.

Geoff Dupaix clarified he was specifically asking about city-owned properties.

Cody Opperman said that for new city projects, such as the upcoming 300 West/200 South roundabout, xeriscaping is included. Retroactive improvements could also be addressed through future capital projects. He added that code enforcement is not citation-heavy; residents typically receive a warning and 30 days to resolve issues, and the city works with them if they are actively trying to comply.

Christine Anderson asked whether the code clarifies who maintains sidewalks located behind a subdivision wall where the owner may not realize they are responsible.

Ben Hunter said yes; the code clarifies that adjacent owners are responsible even if the area is behind a wall. He reiterated that the city handles such cases with education rather than immediate citations.

Geoff Dupaix asked whether the city could include seasonal reminders in the newsletter about maintaining weeds and keeping sidewalks clear.

Ben Hunter agreed and said he could pass that suggestion to the community outreach team for spring and fall reminders.

David Bird asked who is responsible for repairing sidewalks damaged by trees in park strips.

Ben Hunter explained that when problem trees in park strips (public right-of-way) cause damage, the city identifies and removes the trees, coordinates with property owners, and typically repairs the damaged infrastructure. He noted that recommended tree lists are provided to help prevent future damage. He also referenced upcoming projects, such as the roundabout at 300 South, which will incorporate xeriscaping in some areas.

Attachment: 12.3.2025 Approved PC Meeting Minutes (12.12.030 Sidewalks - Cleaning By Property Owner Code Text Amendment)

Geoff Dupaix moved to recommend approval for the proposed Code Text Amendment, amending Section 12.12.030, titled Sidewalks – Cleaning By Property Owner, relating to frontage maintenance and providing an effective date for the ordinance.

Claire Oldham seconded the motion.

Voting was as follows:

Geoff Dupaix	**AYE**
Christine Anderson	**AYE**
Claire Oldham	**AYE**
David Bird	**AYE**

The motion passed

b. Public hearing, review, and recommendation on a proposed Code Text Amendment, known as Easements of the American Fork City Municipal Code. Amending Section 15.01.110, the Code Text Amendment plans to add clarity to existing references to "Public Utility Easements" and the accompanying easement requirements.

Ben Hunter explained that the intent of the code revision is to remove the requirement for five-foot public utility easements on the sides of all newly developed lots. He stated that the ten-foot easements at the front of lots and the five-foot easements at the rear would remain. He noted that side easements are rarely used by the city, as most utilities (e.g., Rocky Mountain Power, Dominion Energy, communications) typically use front easements, while the city obtains dedicated easements when needed for water or sewer lines.

Christine Anderson opened Public hearing – no public comment

Attachment: 12.3.2025 Approved PC Meeting Minutes (12.12.030 Sidewalks - Cleaning By Property Owner Code Text Amendment)

Christine Anderson closed Public hearing

Geoff Dupaix mentioned that he was glad to see this change, as the 5-foot easement has been a sticking point for previous projects.

David Bird motioned to recommend approval for the proposed Code Text Amendment, amending Section 15.01.110, titled Easements, relating to Public Utility Easement requirements and providing an effective date for the ordinance.

Geoff Dupaix seconded the motion.

Voting was as follows:

Geoff Dupaix	**AYE**
Christine Anderson	**AYE**
Claire Oldham	**AYE**
David Bird	**AYE**

The motion passed

Other Business

Christine Anderson brought up an extended window to review the general plan, they had until Monday, December 8th, 2025, to get comments to Patrick. She mentioned that there had been very few comments submitted up to that point, and emphasized that this would be the most expedient way to make changes that were needed.

Adjournment

Geoff Dupaix motioned to adjourn the meeting.

Claire Oldham seconded the motion.

Attachment: 12.3.2025 Approved PC Meeting Minutes (12.12.030 Sidewalks - Cleaning By Property Owner Code Text Amendment)

Voting was as follows:

Geoff Dupaix	**AYE**
Christine Anderson	**AYE**
Claire Oldham	**AYE**
David Bird	**AYE**

The motion passed

Meeting adjourned at 6:51 PM

The order of agenda items may change to accommodate the needs of the commissioners, public and staff.

Attachment: 12.3.2025 Approved PC Meeting Minutes (12.12.030 Sidewalks - Cleaning By Property Owner Code Text Amendment)

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
JANUARY 13, 2026

Department Public Works **Director Approval** *Sam Kelly*

AGENDA ITEM Review and action on an Encroachment Agreement with the Utah Department of Transportation (UDOT) for Project S-R-399(40).

SUMMARY RECOMMENDATION
Staff recommends approval of the Encroachment License Agreement with the Utah Department of Transportation (UDOT) for work on Project S-R399(40).

BACKGROUND
The Utah Department of Transportation (UDOT) and the City of American Fork have been coordinating with additional developers on planned infrastructure improvements in and around the 700 West and 620 South area. This Encroachment License Agreement permits the City to access and use portions of the UDOT parcels for the construction of improvements at the intersection of 620 South and 700 West, including installation of sidewalks, curb and gutter, drainage and stormwater improvements, and related roadway appurtenances. Additionally, the Agreement permits the City to widen designated segments of 620 South, an existing City-owned street.

This Agreement allows planned infrastructure and development work to proceed while UDOT and the City continue discussions regarding future property acquisition in the area.

BUDGET IMPACT
N/A

SUGGESTED MOTION
Mr. Mayor, I move to approve the Encroachment License Agreement with the Utah Department of Transportation (UDOT) for work on Project S-R399(40).

SUPPORTING DOCUMENTS

Encroachment License Agreement American Fork 2026 (PDF)

Attachment: Encroachment License Agreement American Fork 2026 (Encroachment License Agreement for 700 West 620 South with UDOT)

Encroachment License Agreement

PIN No. 6691
Project No. S-R399(40)
Parcel No. 113:T, 114:C

This Encroachment License Agreement ("Agreement") is entered as of _____, 2026, between American Fork City, a Utah Municipal Corporation, with an address of 51 E Main St, American Fork, UT 84003 ("Licensee") and the Utah Department of Transportation, an agency of the State of Utah ("Licensor").

RECITALS

A. Licensor is the record titleholder of the deed interest for certain parcels of real property as set forth at Exhibit A attached hereto and incorporated herein, which were recorded in the Recorder's Office of Utah County, State of Utah, Entry 122619:2009 Parcel No. 113:T; and Entry 132028:2009 Parcel No. 114:C ("Parcels").

B. Licensee desires to obtain permission to use surface portions of the Parcels (the "Licensed Area") to build a new intersection connecting 620 South and 700 West (including adequate space to install sidewalks, curb and gutter, drainage improvements and roadway appurtenances) and for widening portions of 620 South (existing city street), as generally shown on Exhibit B attached hereto and made a part hereof. Collectively, such new intersection of 600 South and 700 West and the 600 South widening, together with sidewalks and roadway appurtenances, are referred to as the "Improvements".

C. Licensor desires to allow the Improvement on the Licensed Area on the terms and conditions stated in this Agreement.

AGREEMENT

THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated into this Agreement, and the following terms and conditions, which the parties acknowledge to be sufficient consideration, the parties hereby agree as follows:

1. License. Subject to the terms in this Agreement, Licensor provides to Licensee a temporary and nonexclusive license and permission to enter and encroach on the Parcels for the purpose of constructing and maintaining the Improvements and operating the Improvements-d (such as by allowing vehicles to drive on the Improvements and park temporarily), but only to the extent that the Licensee builds and operates the Improvements in the Licensed Area in compliance with the terms and conditions of this Agreement (the "License"). This License shall extend 60 feet from the north end of the property, from the Westerly property line to the Easterly line of the property in all areas where the Improvements are constructed. Licensee may pursue the work allowed by this License, or Licensee may authorize a developer or contractor to install such Improvement on Licensee's behalf.

2. Term. This Agreement commences as of the date first written above and it shall continue until terminated in accordance with the terms of this Agreement.

Attachment: Encroachment License Agreement American Fork 2026 (Encroachment License Agreement for 700 West 620 South with UDOT)

3. Consideration. As consideration for this Agreement, Licensee shall be responsible for all construction, maintenance, repair, and replacement for the Improvement on the Parcels, including, but not limited to, replacing or repairing any Improvement demolished by Licensor from time to time in connection with Licensor's work in the Parcels, and Licensee shall not seek any reimbursement or damages from Licensor and shall indemnify, defend and hold Licensor harmless as set forth herein.

4. Improvements and Operations. Licensee shall obtain Licensor's prior written consent before materially altering any of the Improvements in the Parcels that are authorized pursuant to this License. All Improvements shall be subject to Licensor's full enjoyment of its real property and shall not hinder or impair Licensor's full enjoyment of the Parcels except to the extent permitted by this License. Licensee shall comply with all applicable laws, including but not limited to, permit and zoning requirements, and shall comply with construction standards that are compatible with Licensor's facilities. When removing any Improvements, Licensee shall restore the Parcels to a condition acceptable to Licensor. Licensee shall operate and maintain the Improvements in a safe and good condition, and free of trash, debris, hazards, and environmental contaminates. Licensee shall fully accommodate Licensor's use of its real property, such as by prohibiting parking at times when Licensor is working or excavating in the Parcels and preventing the filing of any encumbrance. Licensee will obtain from Licensor all permits required by Licensor in connection with Licensee's access to state roads or state lands. At the time when Licensor desires to expand its state road, Licensee shall cooperate with traffic management and other construction needs, and this License shall terminate automatically and without compensation for the portion of the Improvements that are needed in connection with the state road.

5. Inspection. Licensor reserves the right to inspect the Improvements at any time during Licensee's operation of the Improvements.

6. Utilities. Licensee shall avoid utilities that may be affected by the Improvements. If the utilities cannot be avoided, such utilities shall be relocated or repaired at Licensee's sole expense.

7. Assignments. This Encroachment Agreement is a License provided to Licensee, not an interest in land, and Licensee shall not transfer or assign this Agreement without Licensor's prior written consent. Any unauthorized transfer or assignment shall be void. This Agreement is binding on the parties hereto and, when Licensor consents to an assignment, it is binding on the parties' successors and assigns. To finalize an assignment, the parties must amend this Agreement to change the notice addresses in paragraph 11.

8. Termination. This Agreement may be terminated as follows:

    a. By mutual agreement of the parties, in writing.
    b. By Licensor for Licensee's default in performing its obligations as set forth in and reasonably contemplated by the provisions of this Agreement. Reasonable allowance will be made for circumstances beyond the control of the Licensee. Thirty days' written notice of intent to terminate is required and shall specify the reasons for termination, delivered as per Paragraph 11. This Agreement will not terminate if Licensor commences a cure within such thirty-day period and diligently pursues it to completion. If the breach is not remedied within such time period, then Licensor may send a notice of termination and this Agreement will terminate immediately upon delivery of such notice.

Attachment: Encroachment License Agreement American Fork 2026 (Encroachment License Agreement for 700 West 620 South with UDOT)

c. By Licensor if all or any portion of the Licensed Area that is required by Licensor upon written notice to Licensee, and Licensor may give written notice to Licensee of when this License will terminate for the affected portion.
d. By Licensee if it ceases to require the License Area. If Licensee terminates the Agreement, then Licensee shall be responsible for all costs that Licensor incurs prior to the termination.
e. By Licensor for the convenience the State upon written notice to Licensee.

Upon termination, the Licensee, at its sole cost, shall remove all Improvements from the Parcels (or affected portions thereof) and shall restore the same to a condition that is satisfactory to Licensor before the date when termination is effective (unless otherwise directed by Licensor). If Licensee fails to remove the Improvements, Licensor shall have the right to remove the Improvements and restore the Parcels at Licensee's sole cost, and Licensee shall promptly reimburse Licensor for the full cost. If Licensor uses a portion of the Parcels where the Improvements are built to expand Licensor's state road, Licensee shall be responsible to reconnect any remaining Improvements to the state road and update or obtain a new access permit for such connection from Licensor. Licensor shall not pay any compensation in connection with any termination of the License. Licensor's remedies under this Agreement are cumulative and nonexclusive, and nothing will be construed to limit those remedies or alter Licensor's governmental powers and authority.

9. Insurance and Security. During the construction of the Improvements, Licensee shall maintain at Licensee's sole cost (or shall cause any contractors, developers, and related parties to maintain at their sole cost) a policy of comprehensive general liability coverage in a scope and amount sufficient to address the risk of claims that may arise in connection with the Parcels. Licensee (or other party obtaining insurance) shall name Licensor as an additional insured on such policy, shall not permit a lapse in coverage (and shall promptly remedy any lapse that may occur), and shall promptly provide Licensor with information concerning such policy upon request. After construction, Licensee shall maintain coverage through the Utah Local Government Trust or other similar insurance to cover liability in connection with the operation, maintenance and repair of the Improvements. If at any time Licensee fails to comply with this or any other obligation under this Agreement, Licensor, in its sole discretion, can notify Licensee of such failure to comply and require Licensee to maintain a bond on file with Licensor, in a form and amount acceptable to Licensor, to secure Licensee's obligations under this Agreement.

10. Liability. Licensee agrees to the following, which provisions shall survive any termination of this Agreement:

a. Without Risk. This Agreement shall be without risk or cost of any kind to Licensor.
b. Indemnity. Licensee and Licensor are both governmental entities subject to the Utah Governmental Immunity Act. Licensee agrees to indemnify, defend, and hold harmless Licensor and its commissioners, officers and employees from any and all claims, losses, expenses, or damages that arise from or relate to this Agreement, Licensee's use of the Parcels, or any wrongful, reckless or negligent act or omission of Licensee or of persons or entities related to Licensee, but this obligation does not require the Licensee to indemnify the Licensor for the Licensor's sole negligence. Both parties are government entities subject to the Utah Governmental Immunity Act, and the parties do not waive any provision of such act to the extent it applies.
c. Waiver. Licensee assumes all risk of this Agreement ant matters in furtherance of it, and Licensee herby knowingly, voluntarily and intentionally waives any and all Loss that may exist now or in the future (including but not limited to claims for business interruption) against Licensor and its commissioners, officers, employees, agents, contractors, and consultants, arising form or relating to this Agreement.

11. Notices. Notices shall be effective three days after they are postmarked by the U.S. mail, or one day after they are given to an overnight delivery service, when the notice is addressed to the following addresses:

Licensor: Utah Department of Transportation
4501 S 2700 W
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Licensee: American Fork City
51 E Main St.
American Fork, Utah 84003

12. General Terms.
    a. The Parties agree to undertake and perform all further acts that are reasonably necessary (except when expressly prohibited by law) to carry out the intent and purpose of the Agreement and to assist UDOT with maintaining compliance with the legal requirements applicable to UDOT after receiving a written notice that explains the need for such action. The Parties further agree to work together cooperatively and in good faith to accomplish the intent of this Agreement.
    b. UDOT's consent, review, acceptance, approval, or other action or inaction relating to any conditions, inspections, plans, specifications, or other work arising out of this Agreement is for purposes of administering this Agreement only, and it does not constitute an assumption by UDOT of any responsibility or liability for the same; it does not relieve the other Party of any duties (including but not limited to duties to ensure compliance with applicable standards); and it does not constitute a waiver by UDOT of the other Party's obligation to comply with applicable standards. Any consent, review, acceptance, approval or other action or inaction must be provided by UDOT's authorized employee or representative.
    c. No part of this Agreement may be waived, whether by a Party's failure to insist on strict performance of this Agreement or otherwise, except in a writing signed by an authorized representative of the Party waiving. No Party may assign or delegate this Agreement and actions required by it without the other Party's prior written authorization, and any purported assignment or delegation to the contrary is void. This Agreement is governed by Utah law without reference to choice or conflict of law provisions. Jurisdiction for any judicial action brought in connection with this Agreement shall be in brought in a court in Salt Lake County, Utah, and ALL PARTIES KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO A JURY TRIAL. This Agreement (or, if any part hereof is invalidated by law, this Agreement's remaining provisions) shall be construed to enforce its terms to the fullest extent allowed under applicable law to give effect to the intent of the Parties. This Agreement shall not be construed against a drafter. Before taking any legal action in connection with this Agreement, each Party agrees to first advise the other of a dispute and to meet to discuss it in good faith in an effort to resolve it. All remedies in this Agreement are cumulative and nonexclusive and they do not limit any other remedies available to the Parties. The indemnity provision, remedies, and other terms that by their nature are intended to survive this Agreement's termination shall survive. Nothing in this Agreement shall be construed to limit or alter UDOT's governmental powers and authority. This Agreement may only be amended in a written document that is signed by an authorized representative of each Party. This is the entire agreement of the Parties with respect to the subject matter hereof and it shall supersede all prior negotiations, understandings, and agreements with respect to such subject matter. Each

Party warrants that all of its representatives who are necessary to make this Agreement fully binding against the Party (and its successors and assigns, if any) have signed below with the Party's authorization, and that this Agreement's terms do not violate laws, contracts, or commitments that apply to the Party. This Agreement may be signed in counterparts and signed electronically. This Agreement does not create any power of agency, joint venture, partnership, or other relationship among the Parties, and it is intended only for the Parties hereto and does not create any third-party beneficiaries.

IN WITNESS WHEREOF, each party has properly executed this Agreement by the signature(s) set forth below.

STATE OF UTAH)

) ss.

COUNTY OF UTAH)

AMERICAN FORK CITY .

By _____.

Title

On this, the ____. day of _____, 2026, personally appeared before me_____. , the undersigned officer, who acknowledged himself to be the _____., and after being first duly sworn, acknowledged that he has executed the foregoing ENCROACHMENT LICENSE AGREEMENT, with full authority, for and on behalf of American Fork City .

In witness whereof, I hereunto set my hand and official seal.

_____.

Notary Public

Attachment: Encroachment License Agreement American Fork 2026 (Encroachment License Agreement for 700 West 620 South with UDOT)

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

UTAH DEPARTMENT OF TRANSPORTATION.

By Ross Crowe,
Director of Right of Way

On this, the _____. day of _____, 2026, personally appeared before me Ross Crowe, who, being by me duly sworn, did say that he is the Director of Right of Way of the Utah Department of Transportation, and he further acknowledged to me that the above instrument was signed by him in behalf of the Utah Department of Transportation.

In witness whereof, I hereunto set my hand and official seal.

_____.

Notary Public

Attachment: Encroachment License Agreement American Fork 2026 (Encroachment License Agreement for 700 West 620 South with UDOT)

EXHIBIT A

Attachment: Encroachment License Agreement American Fork 2026 (Encroachment License Agreement for 700 West 620 South with UDOT)

ENT 122619:2009 PG 1 of 2
Rodney D. Campbell
UTAH COUNTY RECORDER
2009 Nov 25 2:26 pm FEE 12.00 BY CS
RECORDED FOR EXECUTIVE TITLE
ELECTRONICALLY RECORDED

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Warranty Deed

County UTAH

Tax ID No. 13-043-0015
Parcel No. R399:113:T
Project No. S-R399(40)
CID No. 70874
PIN No. 6691

DAVID S. MORGAN AND SANDRA C. MORGAN, JOINT TENANTS WITH FULL RIGHTS OF SURVIVORSHIP, Grantor, County of UTAH, State of UTAH, hereby CONVEYS AND WARRANT to the UTAH DEPARTMENT OF TRANSPORTATION, at 4501 South 2700 West, Salt Lake City, Utah 84119, Grantee, for the sum of ($10.00) TEN, Dollars, and other good and valuable considerations, the following described parcel of land in UTAH County, State of Utah, to wit:

A parcel of land in fee, being part of an entire tract of property, situated in the Northeast Quarter of the Southwest Quarter of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian, and more particularly described as follows:

Commencing 7.44 chains East and 0.40 chains South of the Southwest corner of the Southeast quarter of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence North 9.50 chains; thence East 7.40 chains; thence South 9.50 chains; thence West 7.40 chains to beginning.
Containing 306.227 square feet or 7.0300 acres, more or less.

Together with any and all water rights owned by the grantor and appurtenant to the property herein conveyed.

Continued on Page 2

Attachment: Encroachment License Agreement American Fork 2026 (Encroachment License Agreement for 700 West 620 South with UDOT)

Parcel No. R399:113:T
Project No. S-R399(42)

WITNESS, the hand of said Grantor, this 19th day of November, A.D. 20 09.

Signed in the presence of:

_____

David S. Morgan
Sandra C. Morgan

STATE OF Utah)
) ss.
COUNTY OF Utah)

On the date first above written personally appeared before me, David S. Morgan and Sandra C. Morgan the signer of the within and foregoing instrument, who duly acknowledged to me that he executed the same.

_____
Notary Public

ERIN ZITO
NOTARY PUBLIC-STATE OF UTAH
3978 LUETTA DRIVE
SALT LAKE CITY, UT 84124
COMM. EXP. 06-23-2011

Prepared by S.G.C. 10/27/2008 (Caldwell Richards Sorensen)

INDIVIDUAL FW-04 (12-01-03)

Attachment: Encroachment License Agreement American Fork 2026 (Encroachment License Agreement for 700 West 620 South with UDOT)

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

ENT 132028:2009 PG 1 of 2
RODNEY D. CAMPBELL
UTAH COUNTY RECORDEI
2009 Dec 28 2:26 pm FEE 0.00 BY EO
RECORDED FOR UDOT

Warranty Deed

(CONTROLLED ACCESS)

County UTAH

Tax ID No. 45-221-0001
Parcel No. R399:114:C
Project No. S-R399(40)
CID No. 70874
PIN No. 6691

NORMAN B. CHADWICK AND TRESA L. CHADWICK, Grantor, County of UTAH, State of UTAH, hereby CONVEYS AND WARRANT to the UTAH DEPARTMENT OF TRANSPORTATION, at 4501 South 2700 West, Salt Lake City, Utah 84119, Grantee, for the sum of ($10.00) TEN, Dollars, and other good and valuable considerations, the following described parcel of land in UTAH County, State of Utah, to wit:

A parcel of land in fee, being part of an entire tract of property, situated in the Northwest Quarter of the Northeast Quarter of Section 27, Township 5 South, Range 1 East, Salt Lake Base and Meridian, and more particularly described as follows:

Commencing at a point on the South quarter corner of section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence North 89°52'20" East, along the section line a distance of 491.04 feet; thence North, a distance of 0.06 feet to the POINT OF BEGINNING; thence North 00°07'40" West, a distance of 554.87 feet; thence North 55°17'33" West, a distance of 40.26 feet; thence South 89°19'24" East, a distance of 50.39 feet; thence South, a distance of 577.16 feet; thence South 89°52'26" West, a distance of 16.05 feet to the POINT OF BEGINNING.
Containing 10,010 square feet or 0.2298 acres, more or less.

Together with any and all water rights owned by the grantor and appurtenant to the property herein conveyed.

Continued on Page 2

Attachment: Encroachment License Agreement American Fork 2026 (Encroachment License Agreement for 700 West 620 South with UDOT)

Parcel No. R399:114:C
Project No. S-R399(42)

ENT 132028:2009 PG 2 of 2

To enable the Utah Department of Transportation to construct and maintain a public highway as a freeway, as contemplated by Title 72, Chapter 6, Section 117, Utah Code Annotated, 1998, as amended, the Owners of said entire tract of property hereby release and relinquish to said Utah Department of Transportation any and all rights appurtenant to the remaining property of said Owners by reason of the location thereof with reference to said highway, including, without limiting the foregoing, all rights of ingress to or egress from said Owner's remaining property contiguous to the lands hereby conveyed to or from said highway.

WITNESS, the hand of said Grantor, this 3 day of December, A.D. 2009.

Signed in the presence of:

_____

Norman B. Chadwick

Teresa Chadwick

STATE OF Utah)
) ss.
COUNTY OF Utah)

MITCH HOLLADAY
Notary Public State of Utah
Comm. Exp.: April 17, 2013
Comm. Number: 578536

On the date first above written personally appeared before me, Norman B. & Teresa Chadwick, the signer of the within and foregoing instrument, who duly acknowledged to me that he executed the same.

Mitch Holladay
Notary Public

Prepared by S.G.C. 10/27/2008 (Caldwell Richards Sorensen)

INDIVIDUAL RW-04 (12-01-03)

Attachment: Encroachment License Agreement American Fork 2026 (Encroachment License Agreement for 700 West 620 South with UDOT)



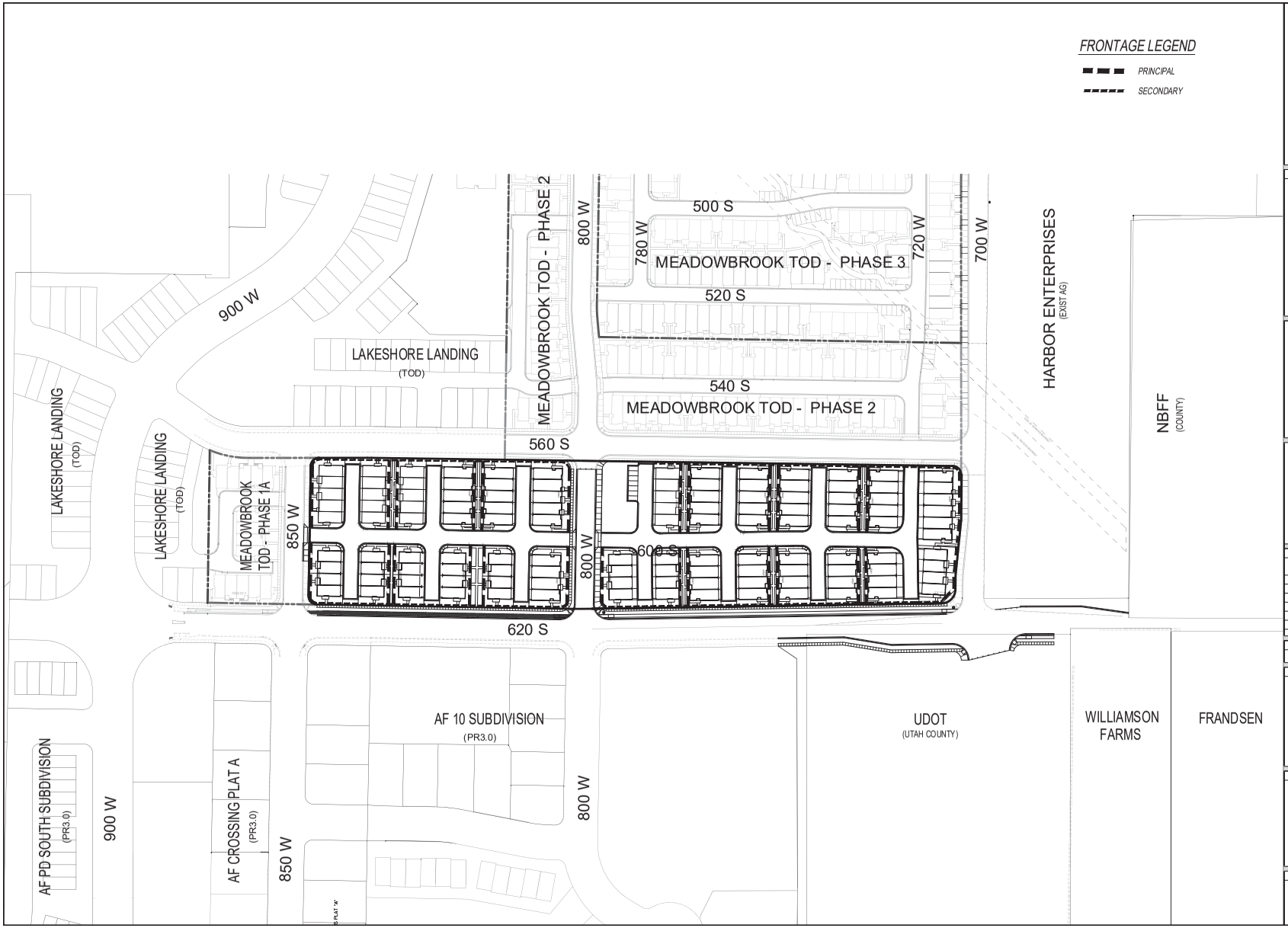
PARCEL	SQFT	ACRES
113:T	306,227	7.030
114:C	10,010	0.230*
114:RE	5,370	0.123

*PARCELS 113:T & 114:C OVERLAP EACH OTHER, THE TOTAL AREA OF COMBINED PARCELS IS 306,599 ft² OR 7.039 ACRES

© 2025 Microsoft Corporation © 2025 ... TomTom, © 2025 Vexcel Corporation

EXHIBIT B

Attachment: Encroachment License Agreement American Fork 2026 (Encroachment License Agreement for 700 West 620 South with UDOT)



Woodside Homes

WOODSIDE HOMES OF UTAH
460 West 50 North, Suite 300
Salt Lake City, UT 84101
801.869.4000

DEVELOPMENT

MEADOWBROOK TOD PHASE 4

0 40 80 160 240
SCALE: 1"= 80'

berg CIVIL ENGINEERING
1018 N. DEER CREST LANE
ALPINE UT, 84004
office (801) 492-1277
cell (801) 616-1677

REVISIONS | SEAL

NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		

STATE OF UTAH — PROFESSIONAL ENGINEER — 09/22/2025 — 343602

ACTION	DATE
FINAL BLOCK	09/23/2025

PROJECT

FINAL BLOCK PLAN PHASE 4

DESCRIPTION

PRINCIPAL FRONTAGE

SHEET NAME	SHEET NUMBER
EXHIBIT	6A

INTERSECTION TYPES

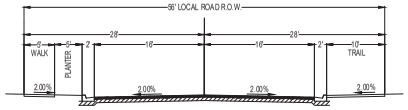
TABLE 7C - INTERSECTION ASSEMBLY TYPES

INTERSECTION TYPE	DESCRIPTION	ILLUSTRATION
T-INTERSECTION (T)	A standard intersection between two thoroughfares where one is terminated. T-intersections cause the least vehicle to vehicle and vehicle to pedestrian conflict points. Urban T-intersections provide opportunities for terminated vistas.	
4-WAY INTERSECTION (4W)	A standard intersection between two continuous thoroughfares at or near right angles.	

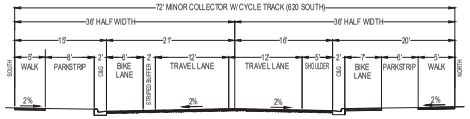
THOROUGHFARE

STREET	OWNERSHIP	RIGHT-OF-WAY	# OF VEHICLE LANES	THOROUGHFARE TYPE
EX 700 W	PUBLIC	84'	2	COLLECTOR
620 S	PUBLIC	72'	2	MINOR COLLECTOR
EX 560 S	PUBLIC	56'	2	LOCAL
EX 800 W	PUBLIC	56'	2	LOCAL
EX 850 W	PUBLIC	56'	2	LOCAL

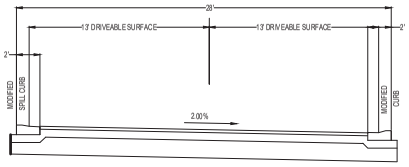
800 WEST CROSS SECTION
(PUBLIC ROAD)
[NOT TO SCALE]

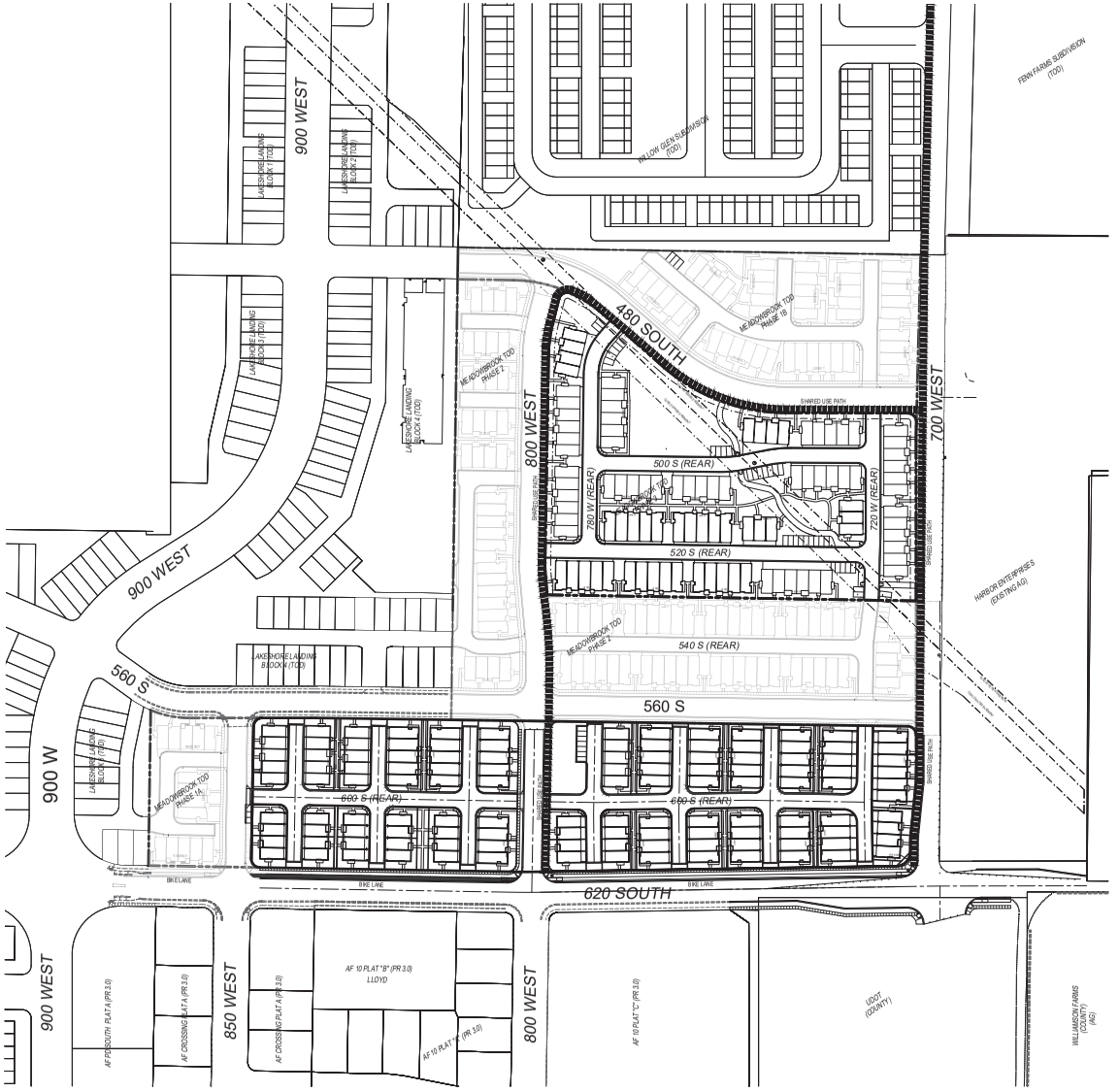


620 SOUTH CROSS SECTION
(PUBLIC ROAD)
[NOT TO SCALE]



REAR LANE CROSS SECTION
(PRIVATE)
NO PARKING SIGNS REQUIRED
NO ON-STREET PARKING ALLOWED
[NOT TO SCALE]





Woodside Homes

WOODSIDE HOMES OF UTAH
460 West 50 North, Suite 300
Salt Lake City, UT 84101
801.869.4000

DEVELOPMENT

MEADOWBROOK TOD PHASE 4

N

0 50 100 200 300

SCALE: 1"= 100'

berg CIVIL ENGINEERING
1018 N. DEER CREST LANE
ALPINE UT, 84004
office (801) 492-1277
cell (801) 616-1677

REVISIONS			SEAL
NO.	DATE	DESCRIPTION	STATE OF UTAH, JEFFREY D. BERG, 343602, PROFESSIONAL ENGINEER, 09/23/2025
1			
2			
3			
4			
5			
6			

ACTION	DATE
FINAL BLOCK	09/23/2025

PROJECT

FINAL BLOCK PLAN PHASE 4

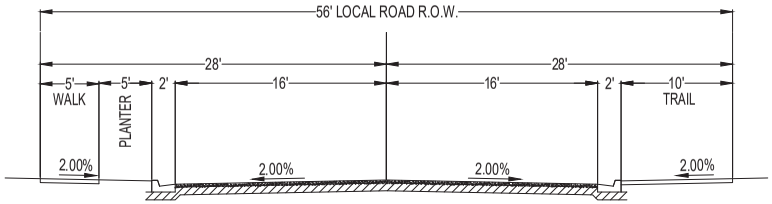
DESCRIPTION

TRANSPORTATION NETWORK PLAN

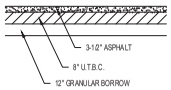
SHEET NAME	SHEET NUMBER
EXHIBIT	7

800 WEST STREET CROSS SECTION

PUBLIC ROAD

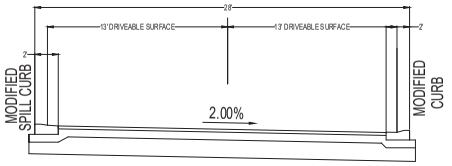


LOCAL STREET PAVEMENT SECTION

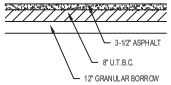


REAR LANE CROSS SECTION

PRIVATE
NO PARKING SIGNS REQUIRED
NO ON-STREET PARKING ALLOWED

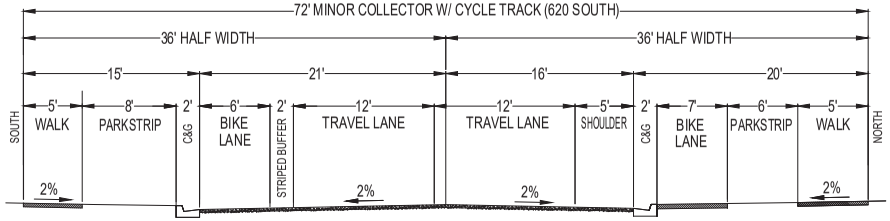


REAR LANE PAVEMENT SECTION

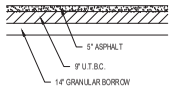


620 SOUTH STREET CROSS SECTION

PUBLIC ROAD



PAVEMENT SECTION



Woodside Homes

WOODSIDE HOMES OF UTAH
460 West 50 North, Suite 300
Salt Lake City, UT 84101
801.869.4000

DEVELOPMENT

MEADOWBROOK TOD PHASE 4

berg CIVIL ENGINEERING
1018 N. DEER CREST LANE
ALPINE UT, 84004
office (801) 492-1277
cell (801) 616-1677

REVISIONS

NO.	DATE	DESCRIPTION
1		
2		
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SEAL

STATE OF UTAH — KEVIN J. BERG — REGISTERED — 09/23/2025 — 343602 — PROFESSIONAL ENGINEER

ACTION	DATE
FINAL BLOCK	09/23/2025

PROJECT

FINAL BLOCK PLAN PHASE 4

DESCRIPTION

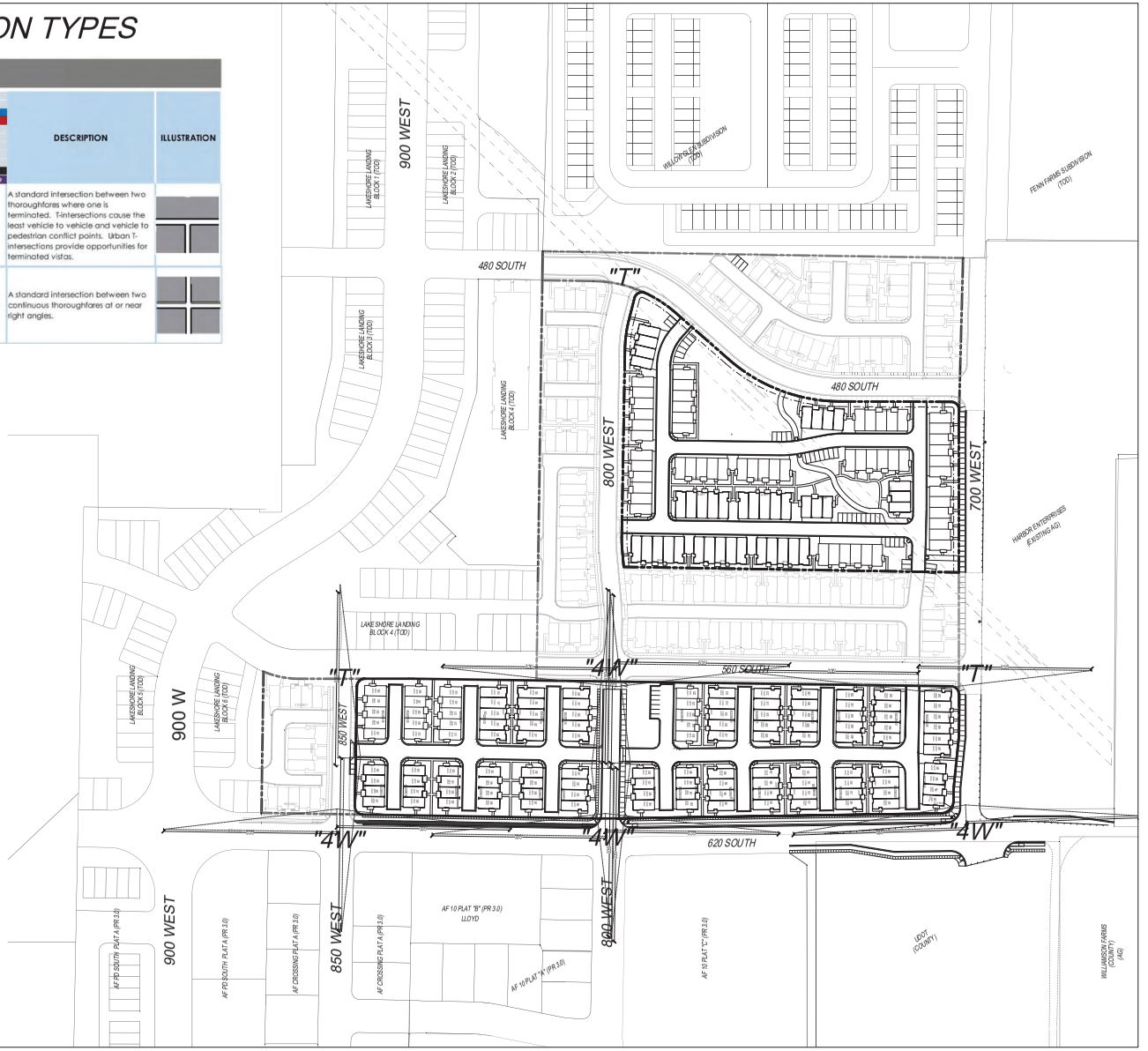
THOROUGHFARE ASSEMBLIES

SHEET NAME	SHEET NUMBER
EXHIBIT	10

INTERSECTION TYPES

TABLE 7C - INTERSECTION ASSEMBLY TYPES

INTERSECTION TYPE	ST	BT	LT	DESCRIPTION	ILLUSTRATION
T-INTERSECTION (T)			x x x x x x x x x	A standard intersection between two thoroughfares where one is terminated. T-intersections cause the least vehicle to vehicle and vehicle to pedestrian conflict points. Urban T-intersections provide opportunities for terminated vistas.	
4-WAY INTERSECTION (4W)			x x x x x x x x x	A standard intersection between two continuous thoroughfares at or near right angles.	



Woodside Homes

WOODSIDE HOMES OF UTAH
460 West 50 North, Suite 300
Salt Lake City, UT 84101
801.869.4000

DEVELOPMENT

MEADOWBROOK TOD PHASE 4

N

0 50 100 200 300

SCALE: 1"= 100'

berg CIVIL ENGINEERING
1018 N. DEER CREST LANE
ALPINE UT, 84004
office (801) 492-1277
cell (801) 616-1677

REVISIONS			SEAL
NO.	DATE	DESCRIPTION	STATE OF UTAH, RYAN D. BERG, 343602, PROFESSIONAL ENGINEER, 09/23/2025
1			
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ACTION	DATE
FINAL BLOCK	09/23/2025

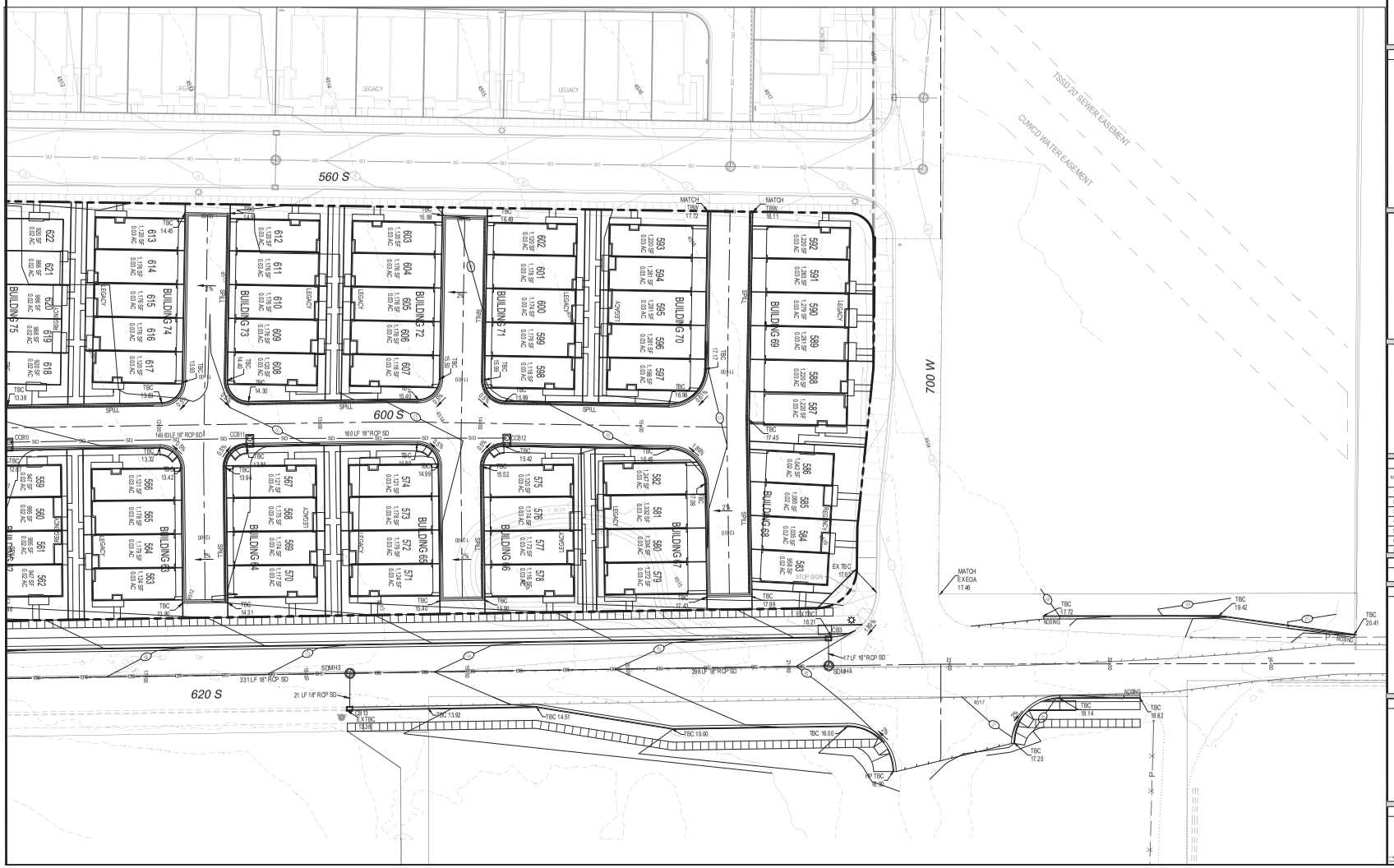
PROJECT

FINAL BLOCK PLAN PHASE 4

DESCRIPTION

INTERSECTION ASSEMBLIES

SHEET NAME	SHEET NUMBER
EXHIBIT	11



Blue Stakes of UTAH 811
Bluestakes.org

Woodside Homes

WOODSIDE HOMES OF UTAH
460 West 50 North, Suite 300
Salt Lake City, UT 84101
801.869.4000

DEVELOPMENT

MEADOWBROOK TOD PHASE 4

N

0 15 30 60 90

SCALE: 1" = 30'

berg CIVIL ENGINEERING
1018 N. DEER CREST LANE
ALPINE UT, 84004
office (801) 492-1277
cell (801) 616-1677

REVISIONS

NO.	DATE	DESCRIPTION
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SEAL

STATE OF UTAH
BRYCE M. BERG
09/23/2025
343602
PROFESSIONAL ENGINEER

ACTION	DATE
FINAL BLOCK	09/23/2025

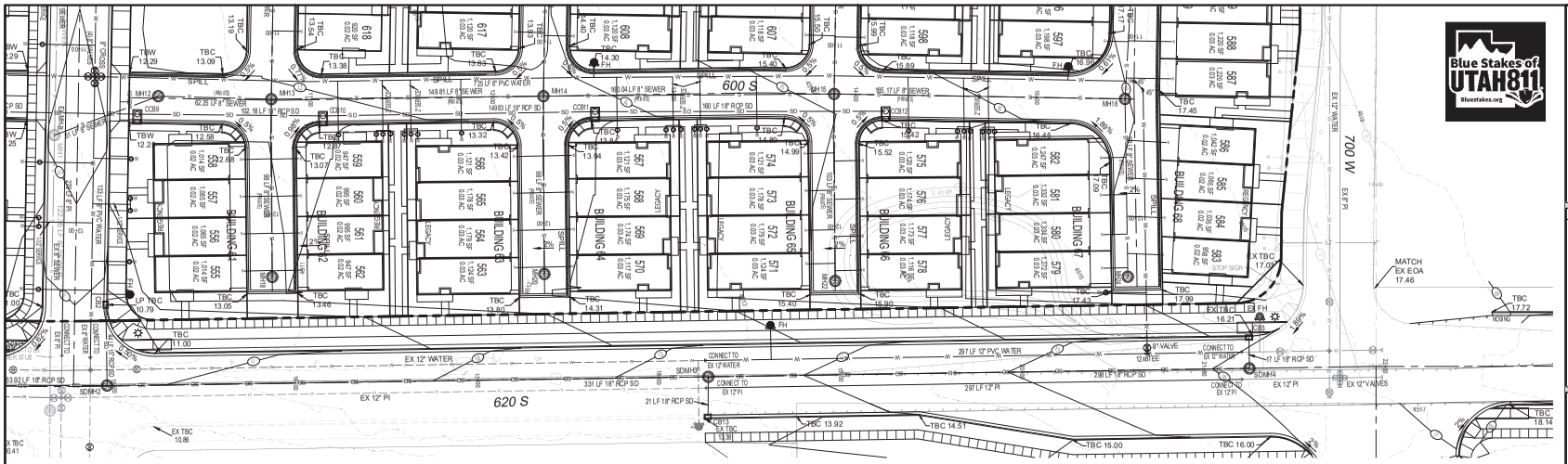
PROJECT

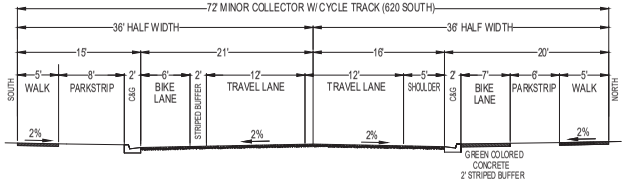
MEADOWBROOK TOD PHASE 4

DESCRIPTION

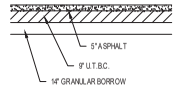
FINAL CONSTRUCTION DRAWINGS

SHEET NAME	SHEET NUMBER
GRADING PLAN	*C3.2*

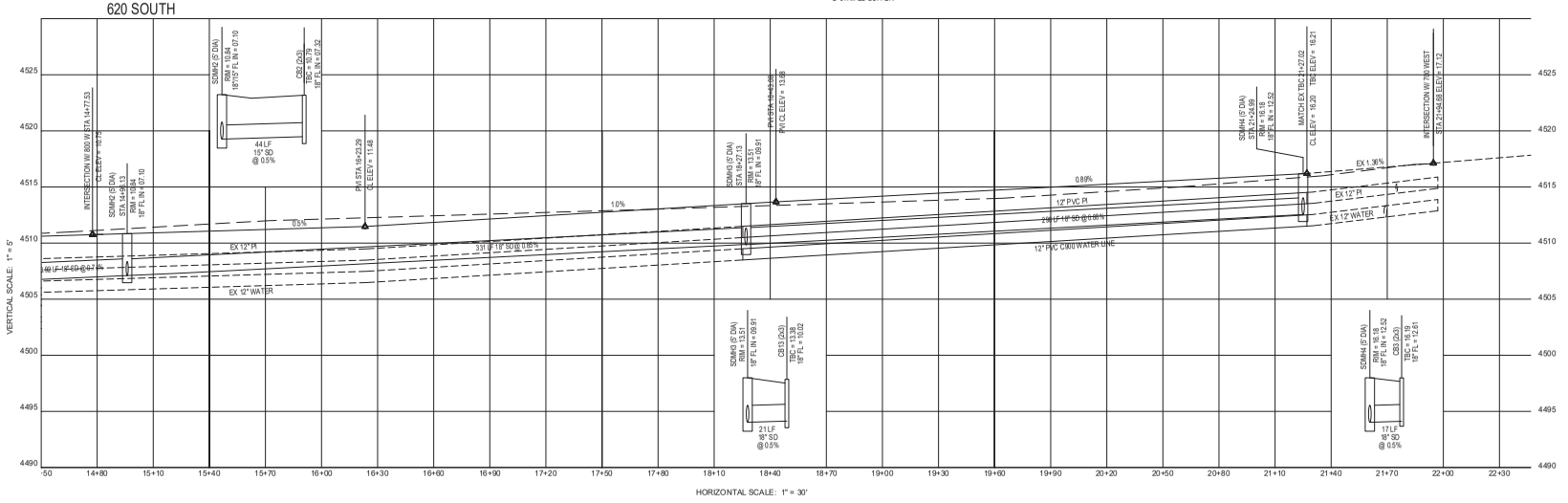




PAVEMENT SECTION



620 SOUTH



Woodside Homes

WOODSIDE HOMES OF UTAH
460 West 50 North, Suite 300
Salt Lake City, UT 84101
801.869.4000

DEVELOPMENT

MEADOWBROOK TOD PHASE 4

SCALE: 1"= 30'

berg CIVIL ENGINEERING
1018 N. DEER CREST LANE
ALPINE UT, 84004
office (801) 492-1277
cell (801) 616-1677

REVISIONS

NO.	DATE	DESCRIPTION
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SEAL

STATE OF UTAH — RYAN D. BUM — 09/23/2025 — 343602 — PROFESSIONAL ENGINEER

ACTION	DATE
FINAL BLOCK	09/23/2025

PROJECT

MEADOWBROOK TOD PHASE 4

DESCRIPTION

FINAL CONSTRUCTION DRAWINGS

SHEET NAME	SHEET NUMBER
620 SOUTH PLAN & PROFILE	*C4.2*

PRESSURIZED IRRIGATION NOTES

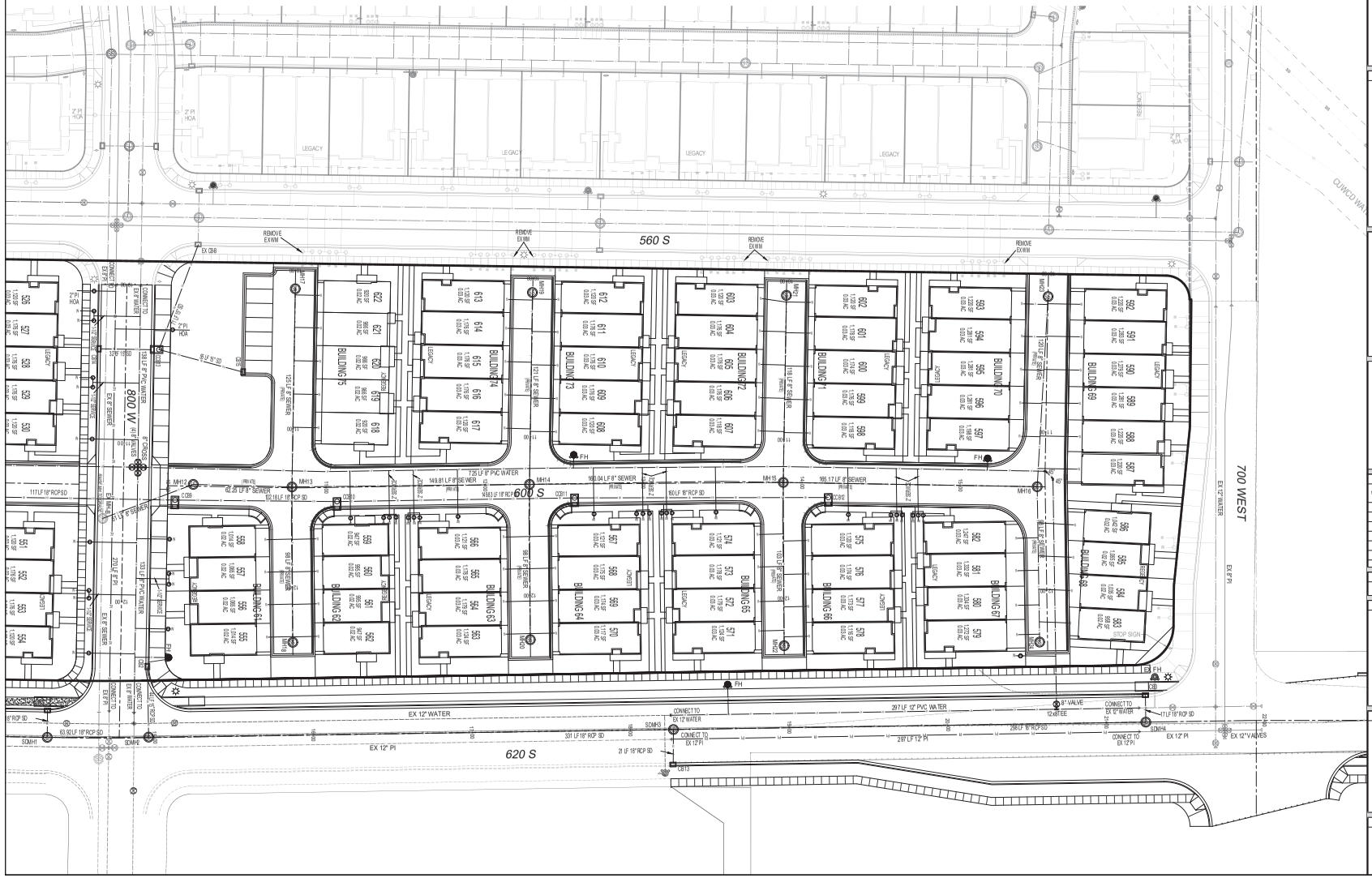
1. A HOA 2" PI SERVICE AND METER IS PROPOSED TO SERVICE ALL OPEN SPACE.

SEWER NOTES

1. ALL SANITARY SEWER MAINS AND LATERALS MUST BE INSPECTED AND APPROVED BY THE CITY INSPECTOR BEFORE TRENCH BACKFILLING IS COMPLETE.
2. ALL LATERAL CONNECTION SHALL BE "INSERT-A-TEE" OR WYE AT TEN O'CLOCK OR TWO O'CLOCK POSITIONING TO CENTER OF MAIN LINE AND SHALL BE ENCASED IN CONCRETE AFTER INSPECTION IS MADE.
3. CLEAN-OUT REQUIRED WITHIN 5 FEET FROM FOUNDATION WALL. CLEAN-OUT SHALL REMAIN VISIBLE AND ACCESSIBLE.

WATER SERVICE NOTES

1. P WATER SERVICE AND METER TYPICAL FOR ALL TOWNHOMES
2. ALL WATER METERS TO BE LOCATED IN LANDSCAPED AREAS THAT ARE ACCESSIBLE FOR SERVICE AND MAINTENANCE.



Blue Stakes of UTAH811 — Bluestakes.org

Woodside Homes

WOODSIDE HOMES OF UTAH
460 West 50 North, Suite 300
Salt Lake City, UT 84101
801.869.4000

DEVELOPMENT

MEADOWBROOK TOD PHASE 4

N

0 15 30 60 90

SCALE: 1"= 30'

berg CIVIL ENGINEERING
1016 N. DEER CREST LANE
ALPINE UT, 84004
office (801) 492-1277
cell (801) 616-1677

NO	DATE	DESCRIPTION
1	3-14-2022	WOODSIDE REVISIONS
2		
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SEAL: STATE OF UTAH — PROFESSIONAL ENGINEER — 05/23/2025 — 343602

ACTION	DATE
FINAL BLOCK	05/23/2025

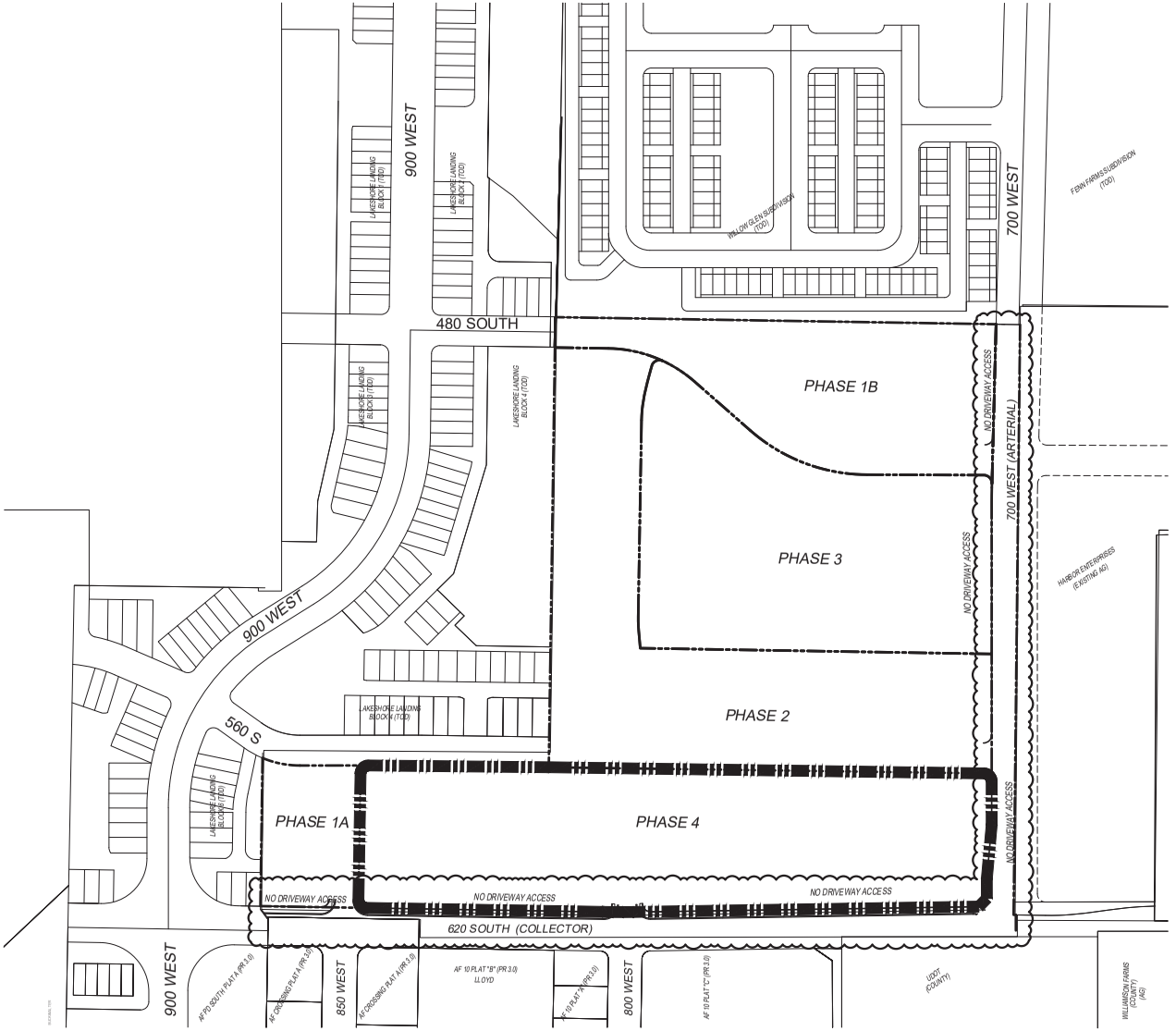
PROJECT

MEADOWBROOK TOD PHASE 4

DESCRIPTION

FINAL CONSTRUCTION DRAWINGS

SHEET NAME	SHEET NUMBER
UTIL	*C2.2*



SPECIAL CONDITION NARRATIVE:

700 WEST AND 620 SOUTH STREETS HAVE A SPECIAL CONDITION OF BEING A COLLECTOR CLASS ROADWAY IN WHICH DRIVEWAY ACCESS TO THE PUBLIC ROAD IS RESTRICTED.

DUE THE LAYOUT OF THE ROADWAYS AND PROPERTY LINES THE BEST PRACTICE METHOD OF ACCESS WOULD BE A REAR LOT ALLEYWAY.

Woodside Homes

WOODSIDE HOMES OF UTAH
460 West 50 North, Suite 300
Salt Lake City, UT 84101
801.869.4000

DEVELOPMENT

MEADOWBROOK TOD PHASE 4

N

0 50 100 200 300

SCALE: 1"= 100'

berg CIVIL ENGINEERING
1016 N. DEER CREST LANE
ALPINE UT, 84004
office (801) 492-1277
cell (801) 616-1677

REVISIONS			SEAL
NO	DATE	DESCRIPTION	STATE OF UTAH, BERG, 09/23/2025, 343602, PROFESSIONAL ENGINEER
1			
2			
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ACTION	DATE
FINAL BLOCK	09/23/2025

PROJECT

FINAL BLOCK PLAN PHASE 4

DESCRIPTION

SPECIAL REQUIREMENTS

SHEET NAME	SHEET NUMBER
EXHIBIT	14

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
JANUARY 13, 2026

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

AGENDA ITEM Review and action on a resolution providing for the continuity of government pursuant to the provisions of the Emergency Interim Succession Act.

SUMMARY RECOMMENDATION
The City Recorder would recommend approval of this resolution.

BACKGROUND
The approval of this resolution would comply with State Law, UCA 53-2a-807, and provide for the required leadership in the event of a State of Emergency where the Mayor is unavailable. This must be approved by July 1 of each year.

The Mayor has asked that the following Council members, in order, succeed to the office of the Mayor to act as Emergency Interim Successor as the need and occasion may arise:

Council Member Clark Taylor
Council Member Staci Carroll
Council Member Ryan Hunter
Council Member Ernie John
Council Member Tim Holley

BUDGET IMPACT
NA

SUGGESTED MOTION
Move to adopt the Resolution providing for the continuity in government pursuant to the provisions of the Emergency Interim Succession Act.

SUPPORTING DOCUMENTS

01.13.26 - Continuity of Government(DOC)

RESOLUTION NO. _____

A RESOLUTION PROVIDING FOR THE CONTINUITY OF GOVERNMENT PURSUANT TO THE PROVISIONS OF THE *EMERGENCY INTERIM SUCCESSION ACT* AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Utah State Legislature has adopted the *Emergency Interim Succession Act*, found Title 53-2a-807, *Utah Code Annotated* (1953, as amended); and

WHEREAS, Part 1 of said Act requires that each municipality in the State, including American Fork City ("the City"), provide for three (3) interim successors to the Mayor to exercise and carry out the powers, duties and responsibilities of said office during a state of emergency; and

WHEREAS, American Fork City Council desires that the City comply with the mandates and spirit of said Act, and finds such compliance to be in the best interest, and to promote the health, safety and general welfare, of the City and its residents, guests, and businesses.

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

(1) That the following terms shall be defined, for purposes of this Resolution as follows:

(a) "Absent" means not physically present or not able to be communicated with for 48 hours;

(b) "Emergency Interim Successor" means a person designated by this part to exercise the powers and discharge the duties of an office when the person legally exercising the powers and duties of the office is unavailable.

(c) "Office" includes local offices, the powers and duties of which are defined by constitution, statutes, charters, optional plans, ordinances, articles, or by-laws.

(d) "Place of governance" means the physical location where the powers of an office are being exercised.

(e) "Political Subdivision" includes cities.

(f) "Political Subdivision Officer" means a person holding an office in a political subdivision.

(g) "Unavailable" means absent from the place of governance during a disaster that seriously disrupts normal governmental operations, whether or not that absence or inability would give rise to a vacancy under existing

Attachment: 01.13.26 - Continuity of Government (Continuity of Government - 2026)

constitutional or statutory provisions.

(2) That the following members of the Governing Body of the City of American Fork shall, in the order set forth, succeed to the office of the Mayor to act as **Emergency Interim Successor** thereto as the need and occasion may arise:

(a) Mayor Pro-tem Clark Taylor

(b) Council Member Staci Carroll

(c) Council Member Ryan Hunter

(d) Council Member Ernie John

(e) Council Member Tim Holley

(3) That the appointment(s) hereunder shall commence and be **effective immediately**; and shall continue until this Resolution is repealed, amended (as to persons named), or replaced with a new Resolution (which, by law, should occur on or before July 1 of each calendar year).

(4) That an Emergency Interim Successor shall exercise and carry out the powers, duties and responsibilities of the office of Mayor until:

(a) Any vacancy in said office is filled in accordance with the applicable provisions of constitutional and statutory law; or

(b) The Mayor or an Emergency Interim Successor earlier in the order of succession (as established herein) becomes available to exercise and carry out the powers, duties and responsibilities of the office of Mayor.

(5) The Mayor or Emergency Interim Successor shall be authorized to send emergency alerts.

Passed by the City Council of the City of American Fork, Utah, this 13 day of January 2026.

_____
Bradley J. Frost, Mayor

ATTEST:

_____
Terilyn Lurker, City Recorder

Attachment: 01.13.26 - Continuity of Government (Continuity of Government - 2026)