



AMERICAN FORK CITY COUNCIL
JULY 14, 2026
MEETING AGENDA

Notice of Electronic Meeting

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

Notice is hereby given that the American Fork City Council will hold a regular session on Tuesday, July 14, 2026, in City Hall, located at 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 Hunter; 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 June 2, 2026, work session minutes.
2. Approval of the June 9, 2026, city council minutes.
3. Approval of the June 16, 2026, work session minutes.
4. Approval of the June 16, 2026, special session minutes.
5. Approval of the authorization to release the Improvements Construction Guarantee in the amount of \$16,526.42 and issue a Notice of Acceptance for the Evans residence construction of public improvements located at 829 North 290 East.
6. Ratification of city payments (June 17, 2026, to July 7, 2026) and approval of purchase requests over \$50,000.

ACTION ITEMS

1. Review and action on the authorization to release the Improvements Durability Retainer of \$9,934.95 for Walton Lane Townhomes located at 841 East 700 South.
2. Review and action on a water banking agreement for water shares with Layne Downs for 38.12-acre feet of water.
3. Review and action regarding a boundary adjustment agreement between Timpanogos Special Service District, American Fork City, and Roderick Enterprises.
4. Review and action on a resolution accepting the annexation petition for the Earl Annexation consisting of 10.91 acres and located at approximately 570 West 200 South.
5. Review and action on a pioneering agreement with AFEW LLC for system improvements associated with Edgewater North and the Yard Subdivisions.
6. Review and action on approval of a purchase agreement with Keaton Wall for property located at approximately 1000 North and 750 West.

7. Review and action on an award for architectural services for the public works building.
8. Review and action on the award of the contract for the landscape architectural & design of a new park on 620 South.
9. Review and action on the award of the agreement for construction of the Overlay Project 2026 to JKT LLC.
10. Review and action on a resolution providing notice of the city's intent to sell certain real property located near 700 South 100 West.
11. Adjournment.

Dated this 9th day of July 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
JULY 14, 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 \$16,526.42 and issue a Notice of Acceptance for the Evans residence construction of public improvements located at 829 North 290 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 Evans residence public improvements located at 829 North 290 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

Evans residence final bond release for City Council 7-14-26 (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 EVANS RESIDENCE. 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: \$16,526.42

PASSED THIS 14 DAY OF JULY 2026

City Representative, American Fork City

ATTEST:

Terilyn Lurker, City Recorder

Attachment: Evans residence final bond release for City Council 7-14-26 (Final Bond Release)

Attachment: Evans residence final bond release for City Council 7-14-26 (Final Bond Release)

Name of Development: Evans Residence

Name of Development: Evans Residence					Date		Date		Date		Date		Date		Date				
	Description of Item	Quantity	Unit	Unit Price	Total	Release #1	Amount Requested	Release #2	Amount Requested	Release #3	Amount Requested	Release #4	Amount Requested	Release #5	Amount Requested	Release #6	Amount Requested	Balance	
SITE PREPARATION																			
	Remove and dispose concrete curb and gutter	35	LF	\$8.40	\$294.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$294.00	
	Remove and dispose concrete sidewalk	19.44	SY	\$10.50	\$204.17		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$204.17	
					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00	
SEWER																			
	Connect to Existing	1	Each	\$2,000.00	\$2,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$2,000.00	
					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00	
CULINARY WATER																			
	Connect to Existing Water	1	Each	\$4,000.00	\$4,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$4,000.00	
	Asphalt Sawcut, Remove & Replace	300	SF	\$15.00	\$4,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$4,500.00	
					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00	
STREETS																			
	24" Curb & Gutter (4" untreated base course included)	35	LF	\$40.05	\$1,401.75		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$1,401.75	
	Sidewalk 6" Thick (6"untreated base course included)	175	SF	\$11.58	\$2,026.50		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$2,026.50	
	Driveway Apron (6" concrete over 6" untreated base course)	175	SF	\$12.00	\$2,100.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$2,100.00	
					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00	
Improvement Completion Assurance					\$16,526.42		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$16,526.42 Available for Release	
Improvement Warranty					\$1,652.64														\$1,652.64 Durability Period
TOTAL BOND					\$18,179.06	**Final warranty bond release 7-14-26 of \$16,526.42													
Street Lights		10-4410-276																	
Street Lights				\$	-														
Total Fees					\$0.00														



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
JULY 14, 2026**

Department Public Works

Director Approval Sam Kelly

AGENDA ITEM Consideration regarding authorization to release the Improvements Durability Retainer of \$9,934.95 for Walton Lane Townhomes, located at 841 East 700 South.

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

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

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

SUGGESTED MOTION Move to authorize the City Engineer to issue documents and/or payments to release the Improvements Durability Retainer of \$9,934.95 for Walton Lane Townhomes. 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

Walton Lane Townhomes warranty release for City Council 7-14-26 (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 WALTON LANE TOWNHOMES 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: \$9,934.95

PASSED THIS 14 DAY OF JULY 2026

City Representative, American Fork City

ATTEST:

Terilyn Lurker, City Recorder

Attachment: Walton Lane Townhomes warranty release for City Council 7-14-26 (Durability Release)

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

☒ Improvement Warranty Release
(10% Durability Release)

Date: G-29-2076

Attachment: Walton Lane Townhomes warranty release for City Council 7-14-26 (Durability Release)

Name of Development: Walton Townhomes										Date		Date		Date		Date		Date		
										6/10/2025	Final									
Comments	Description of Item	Quantity	Unit	Unit Price	Total	Release #1	Amount Requested	Release #2	Amount Requested	Release #3	Amount Requested	Release #4	Amount Requested	Release #5	Amount Requested	Release #6	Amount Requested	Balance		
SWPPP																				
	Concrete Washout Area	1	Each	\$200.00	\$200.00	1	\$200.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00		
	Silt Fence	1281	LF	\$2.50	\$3,202.50	1281	\$3,202.50		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00		
	Portable Toilet	2	Each	\$130.00	\$260.00	2	\$260.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00		
	Sediment Trap	13	Each	\$600.00	\$7,800.00	13	\$7,800.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00		
	Stabilized Staging Area	1107	SF	\$2.00	\$2,214.00	1107	\$2,214.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00		
	SWPPP Board	1	Each	\$150.00	\$150.00	1	\$150.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00		
	Vehicle Tracking Control	2	LS	\$500.00	\$1,000.00	2	\$1,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00		
	Notice Of Intent	1	Each	\$100.00	\$100.00	1	\$100.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00		
	Notice Of Termination	1	Each	\$100.00	\$100.00	1	\$100.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00		
	Storm Drain Maintenance Agreement	1	Each	\$100.00	\$100.00	1	\$100.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00		
CULINARY WATER																				
6" fire laterals included in this count, we have \$35 unit cost	8" DI Culinary Water	970	LF	\$35.00	\$33,950.00	\$970.00	\$33,950.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00		
	8" Water Bend (45) w Thrust Blocks	2	Each	\$600.00	\$1,200.00	2	\$1,200.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00		
	8" Water Bend (90) w Thrust Blocks	3	Each	\$650.00	\$1,950.00	3	\$1,950.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00		
This doesn't include 6"x8" tees for fire laterals	8" Water Tee w Thrust Blocks	2	Each	\$965.00	\$1,930.00	2	\$1,930.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00		
	8" Gate Valve	3	Each	\$1,545.00	\$4,635.00	3	\$4,635.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00		
Cap will be needed at blowoff valve if project isn't finished	8" Culinary Cap	2	Each	\$325.00	\$650.00	2	\$650.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00		
	Connect to Existing Water	2	Each	\$900.00	\$1,800.00	2	\$1,800.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00		
We have \$3200 unit price																				
What does this include? 6" gate valves?	Fire Hydrant Assembly	3	Each	\$6,000.00	\$18,000.00	3	\$18,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00		
	Blowoff Assembly	1	Each	\$1,375.00	\$1,375.00	1	\$1,375.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00		
This doesn't include grade collars for 6" fire hydrant valves - included in FH assembly?																				
	Water Valve Grade Collar	6	Each	\$385.00	\$2,310.00	6	\$2,310.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00		
	Import Water Trench Backfill	980	Ton	\$12.10	\$11,858.00	980	\$11,858.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00		
Add a line item for testing, cleaning, and inspections for the utilities	Testing, Cleaning, Inspections	1	LS	\$2,500.00	\$2,500.00	1	\$2,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00		
STORM DRAINAGE																				
Add this line item for SD in PUE on south side	12" RCP Storm Drain	49	LF	\$33.00	\$1,617.00	49	\$1,617.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00		
STREETS																				
Sidewalk on west side of west access	Sidewalk 4" Thick (4"untreated base course included)	112	SF	\$4.00	\$448.00	112	\$448.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00		
CONSTRUCTION MANAGEMENT/MISC.																				
Improvement Completion Assurance					\$99,349.50	\$99,349.50					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00 Available for Release		
Improvement Warranty					\$9,934.95														\$9,934.95 Durability Period	
TOTAL					\$109,284.45	**Warranty bond release of \$9,934.95														
Plat (Base)				\$50.00	\$ -															
Plus Per Lot				\$2.00	\$ -															
First Page				\$40.00	\$ -															
Each additional description/or unit over ten				\$2.00	\$ -															
Subtotal				\$ -																
Street Lights				Each	\$5,000.00	\$ -														
Total Fees					\$0.00															
Total Bond & Fees					\$109,284.45															



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
JULY 14, 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 38.12 acre-feet of water.

SUMMARY RECOMMENDATION

The City Engineer recommends approval of the Water Banking Agreement for Water Shares with Layne Downs for 38.12 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 38.12 acre-feet of water.

SUPPORTING DOCUMENTS

Water Banking Agreement 38.12 acre-feet - Layne Downs (PDF)

WATER BANKING AGREEMENT FOR WATER SHARES

This Water Banking Agreement for Water Shares (“**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. 9844 (“**Water Share**”) representing 19.06 shares in American Fork Irrigation Company equivalent to 38.12 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.

2. Water Credits. In exchange for the transfer of the Water Share, City hereby grants to Owner water dedication credits for 38.12 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.

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

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 executed this Water Banking Agreement for Water Shares for the purposes stated therein.

NOTARY PUBLIC

Attachment: Water Banking Agreement 38.12 acre-feet - 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 _____ ("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 Water Banking Agreement for Water Shares 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 38.12 acre-feet - Layne Downs (Water Banking Agreement for Water Shares with Layne Downs)

INCORPORATED UNDER THE LAWS OF
THE STATE OF UTAH

NUMBER
No 9844

SHARES
19.06

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
CAPITAL STOCK \$85,300

This Certifies that

American Fork City

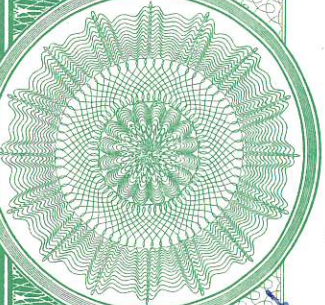
is the owner of --- Nineteen & Six Hundreths--- Primary Shares of the Capital Stock of American Fork Irrigation Company --- Dick

transferrable 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 Ninth day of June A.D. 20 2026

President

Secretary



American Fork
Irrigation Company



Certificate
FOR

19.06

SHARES

OF

Capital Stock

ISSUED TO

American Fork City

DATED

June 9, 2026

*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 _____

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 WHATSOEVER.



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
JULY 14, 2026**

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

AGENDA ITEM Review and action regarding a Boundary Adjustment Agreement between Timpanogos Special Service District, American Fork City, and Roderick Enterprises.

SUMMARY RECOMMENDATION Staff recommends approval of the Boundary Adjustment Agreement.

BACKGROUND The Boundary Adjustment Agreement for parcel 13:076:0052 City staff has been discussing between Timpanogos Special Service District, American Fork City, and Roderick Enterprises at the Boat Harbor Pump Station parcel has been reviewed and “accepted” by all parties.

The purpose of the Boundary Adjustment Agreement is to define a common boundary line between the properties owned by the parties and located in Utah County, Utah. There is doubt and uncertainty as to the true and correct location of the common boundary line between the respective tracts of land by virtue of several gaps as disclosed by the Utah County records.

BUDGET IMPACT N/A

SUGGESTED MOTION Move to approve the boundary line agreement between between Timpanogos Special Service District, American Fork City, and Roderick Enterprises at the Boat Harbor Pump Station parcel.

SUPPORTING DOCUMENTS

TSSD PUMP STATION Boundary Adjustment_Signature_Final (PDF)

WHEN RECORDED, MAIL TO:
 American Fork City
 51 East Main Street
 American Fork, Utah 84003

Timpanogos Special Service District
 6400 North 5050 West
 American Fork, Utah 84003

Roderick Enterprises
 P.O. Box 17056
 Holladay, Utah 84117

Roderick-Catalyst Business Park, LLC
 1214 Vine Street
 Salt Lake City, Utah 84121

Boundary Adjustment

Utah County

This boundary adjustment is between American Fork City of 51 East Main Street, American Fork, Utah 84003, and Timpanogos Special Service District of 6400 North 5050 West, American Fork, Utah, and Roderick Enterprises, a Utah limited partnership of P.O. Box 17056, Holladay, Utah 84117, and Roderick-Catalyst Business Park, LLC, a Utah limited liability company of 1214 Vine Street, Salt Lake City, Utah 84121.

1. The purpose of this Boundary Adjustment is to define a common boundary line between the below-described tracts of property located in Utah County, Utah. There is doubt and uncertainty as to the true and correct location of the common boundary line between the respective tracts of land herein described by virtue of several gaps as disclosed by the Utah County records.

- A. American Fork City as to Tax ID No. 34:508:0004, more particularly described as follows:

Slough Trail Dedication, Adams Boat Storage Plat "A", according to the official plat thereof, signed April 18, 2012, recorded May 25, 2012, as Entry No. 43873:2012, in the office of the Utah County Recorder.

- B. American Fork City as to Tax ID No. 13:076:0043, more particularly described in Warranty Deed, signed November 15, 2017, recorded November 20, 2017, at Entry No 114821:2017, in the office of the Utah County Recorder, as follows:

Beginning at a point which is North 89°48'53" West 869.95 feet along the section line and South 1358.13 feet from the Northwest Corner of Section 36, Township

5 South, Range 1 East, Salt Lake Base and Meridian; Thence along a curve turning to the left through an angle of $31^{\circ} 41' 22''$, having a radius of 536.00 feet and a length of 296.45 feet, and whose long chord bears $S 71^{\circ} 17' 30'' E$ for a distance of 292.69 feet. Thence, $N 87^{\circ} 08' 11'' W$ for a distance of 122.30 feet to the beginning of a curve, Said curve turning to the right through an angle of $03^{\circ} 06' 32''$, having a radius of 572.00 feet and a length of 31.04 feet, and whose long chord bears $N 85^{\circ} 34' 55'' W$ for a distance of 31.03 feet. Thence, $N 84^{\circ} 01' 39'' W$ for a distance of 149.22 feet to the beginning of a curve, Said curve turning to the left through an angle of $05^{\circ} 47' 14''$, having a radius of 500.00 feet and a length of 50.50 feet, and whose long chord bears $N 86^{\circ} 55' 16'' W$ for a distance of 50.48 feet. Thence, $N 89^{\circ} 48' 53'' W$ for a distance of 454.55 feet to a point on a line. Thence, $N 00^{\circ} 56' 07'' E$ for a distance of 72.01 feet to a point on a line. Thence, $S 89^{\circ} 48' 53'' E$ for a distance of 453.61 feet to the beginning of a curve, Said curve turning to the right through an angle of $05^{\circ} 47' 14''$, having a radius of 572.00 feet and a length of 57.77 feet, and whose long chord bears $S 86^{\circ} 55' 16'' E$ for a distance of 57.75 feet. thence $S 84^{\circ} 01' 39'' E$ a distance of 16.87 feet to the point of beginning.

- C. American Fork City as to Tax ID No. 13:078:0073, more particularly described in Deed of Dedication, signed December 14, 2015, recorded January 05, 2016, at Entry No. 854:2016, in the office of the Utah County Recorder, as follows:

A parcel of land for the Utah Lake Shoreline Trail, located in Section 35 and Section 36, Township 5 South, Range 1 East, Salt Lake Base and Meridian, in American Fork City, Utah County, Utah, being more particularly described as follows:

Beginning at a point on Grantor's Southerly Property Corner located $N 89^{\circ} 30' 39'' W$ 2133.32 feet along the Section Line and South 2535.17 feet from the North Quarter Corner of Section 36, Township 5 South, Range 1 East, Salt Lake Base and Meridian, and running thence along Grantor's southerly property line the following three courses and distances, (1) $N 66^{\circ} 37' 21'' W$ 874.37 feet; (2) thence $N 57^{\circ} 44' 23'' W$ 599.94 feet; (3) thence $N 70^{\circ} 08' 28'' W$ 188.55 feet; thence $N 00^{\circ} 21' 07'' E$ 31.83 feet along Grantor's west property line; thence $S 70^{\circ} 08' 28'' E$ 202.44 feet; thence $S 57^{\circ} 44' 23'' E$ 600.87 feet; thence $S 66^{\circ} 37' 21'' E$ 859.42 feet; thence $S 00^{\circ} 33' 23'' W$ 32.55 feet along Grantor's East property line to the point of beginning.

- D. Timpanogos Special Service District as to Tax ID No. 13:076:0052, more particularly described in Warranty Deed, signed May 28, 2021, recorded June 01,

2021, at Entry No. 101328:2021, in the office of the Utah County Recorder, as follows:

Commencing South 841.5 feet from the North Quarter Corner of Section 35, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence South 88°25'0" East 1264 feet; thence South 584 feet; thence East 456 feet; thence South 957.44 feet; thence North 71°42'44" West 383.49 feet; thence North 86°41'32" West 781.8 feet; thence North 1°2'0" East 559.75 feet; thence North 0°11'0" East 199.11 feet; thence North 0°1'0" East 592.21 feet; thence North 87°49'0" West 274.7 feet; thence North 89°51'0" West 90.34 feet; thence North 89°40'0" West 220.83 feet; thence North 44.93 feet to beginning.

Less and excepting that property conveyed in that certain boundary line agreement, signed September 07, 2022, recorded September 07, 2022, at Entry No. 98223:2022, in the office of the Utah County Recorder.

- E. Roderick Enterprises as to Tax ID No. 13:078:0112, more particularly described in Warranty Deed, signed February 22, 2022, recorded February 22, 2022, at Entry No. 23091:2022, in the office of the Utah County Recorder, as follows:

A parcel of land being a part of that entire tract of land described as "South Parcel" in that Special Warranty Deed recorded December 18, 2015 as Entry No. 113627:2015 in the Office of the Utah County Recorder. Said parcel of land is located in the Northeast Quarter of Section 35 and the Northwest Quarter of Section 36, Township 5 South, Range 1 East, Salt Lake Base and Meridian and is described as follows:

Beginning at the northwesterly corner of that parcel of land described in that Warranty Deed recorded September 18, 2020 as Entry No. 143247:2020 also being a point on the southerly boundary line of that Deed of Dedication recorded January 5, 2016 as Entry No. 849:2016 in the Office of said Recorder; which is 321.80 feet S. 89°30'39" E. along the Section line and 1483.39 feet South from the Northwest Corner of said Section 36; thence South 926.53 feet along the westerly boundary line of said parcel of land to a northerly boundary line of that Deed of Dedication for the Utah Lake Shoreline Trail recorded January 5, 2016 as Entry No. 854:2016 in the Office of said Recorder; thence along said northerly boundary line of Trail the following three (3) courses: 1) N. 66°37'21" W. 621.09 feet; 2) N. 57°44'23" W. 600.87 feet; 3) N. 70°08'28" W. 202.42 feet to a westerly boundary of said entire tract; thence N. 00°21'07" E. 354.29 feet along said westerly boundary line to the southerly boundary line of that parcel of land

described in that Warranty Deed recorded November 20, 2017 as Entry No. 114821:2017 in the Office of said Recorder being a point of non-tangency with a 500.00 - foot radius curve to the right, concave southerly (Radius point bears S. 00°11'07" W.); thence along said parcel of land the following four (4) courses: 1) Easterly 50.50 feet along the arc of said curve, through a central angle of 05°47'14" (Chord bears S. 86°55'16" E 50.48 feet); 2) S. 84°01'39" E. 149.22 feet to a point of tangency with a 572.00 - foot radius curve to the left, concave northerly; 3) Easterly 31.04 feet along the arc of said curve, through a central angle of 03°06'33" (Chord bears S. 85°34'55" E. 31.04 feet); 4) S. 87°08'11" E. 770.37 feet to and along said southerly line of said Deed of Dedication as Entry No. 849:2016 and a point of tangency with a 1536.00 - foot radius curve to the left, concave northerly; thence along said Deed of Dedication the following two (2) courses: 1) easterly 56.50 feet along the arc of said curve, through a central angle of 02°06'27" (Chord bears S. 88°11'25" E. 56.50 feet); 2) S. 89°14'38" E. 210.81 feet to the Point of Beginning.

BASIS OF BEARING:

The Basis of Bearing is S. 89°30'39" E. along the Section line between the Northwest Corner and the North Quarter Corner of said Section 36, Township 5 South, Range 1 East, Salt Lake Base and Meridian per said Roderick Catalyst - Phase 2.

- F. Roderick-Catalyst Business Park, LLC as to Tax ID No. 51:683:0006, more particularly described in Warranty Deed, signed January 20, 2022, recorded January 20, 2022, at Entry No. 8904:2022, in the office of the Utah County Recorder, as follows:

Parcel A, Roderick Catalyst, Phase 2, amending a portion of Parcel "A" Roderick Catalyst, Phase 1, according to the official plat thereof on file and of record in the office of the Utah County Recorder.

Above Parcel A also described as follows: All of Roderick Catalyst – Phase 3, Amending Parcel "A" of Roderick Catalyst – Phase 2, according to the official plat thereof on file and of record in the office of the Utah County Recorder.

2. The parties have agreed upon the boundary line between their respective tracts of land to be fixed or otherwise established by survey. A Record of Survey Map has been duly filed with the Utah County Surveyor as File Number 26-241. A graphical representation of the parcels and adjusted boundaries is attached hereto as EX-01 through EX-04.

3. The parties have each in turn viewed this agreed boundary line and accept and desire the same to be the true and correct boundary between them and admit this to be the true and correct location as described below. For and in consideration of establishing the boundary line between their respective tracts of land, the parties hereto do agree that said boundary line hereinafter specifically described is the true and correct boundary line between their respective tracts of land:

A boundary adjustment, situate in the NW1/4 NE1/4 of Section 35, Township 5 South, Range 1 East, Salt Lake Base and Meridian. The adjusted boundary is described as follows:

Beginning at "Point K", Adams Boat Storage Plat "A", according to the official plat thereof, recorded May 25, 2012, as Entry No. 43873:2012, in the office of the Utah County Recorder, said point also being 1,416.11 feet N.89°48'53"W. along the section line and 876.14 feet South from the Northeast corner of said Section 35; and running thence S.88°29'54"E. 26.19 feet along the extension of the southerly boundary line of Slough Trail Dedication to American Fork City, Adams Boat Storage Plat "A" (Parcel 34:508:0004) to the westerly boundary line of Roderick Catalyst – Phase 3 (Parcel 51:815:0007); thence along said westerly boundary line and the extension thereof the following three (3) courses and distances: (1) S.00°20'01"W. 44.53 feet; (2) thence N.75°49'03"W. 0.80 feet; (3) thence S.00°56'07"W. 504.48 feet to the existing southerly right of way line of 1700 South Street (Parcel 13:076:0043); thence S.89°48'53"E. 454.55 feet along said southerly right of way line to the extension of the easterly boundary line of Timpanogos Special Service District parcel (Parcel 13:076:0052) as shown on Record of Survey 21-129 by Apex Land Surveyors Inc. and a Boundary Line Agreement, signed September 07, 2022, recorded September 07, 2022, as Entry No. 98223:2022, in the office of said Recorder, said point also being the Northwest corner of Roderick Enterprises parcel (Parcel 13:078:0112); thence along said easterly boundary line and the extension thereof S.00°21'07"W. 386.12 feet to the Southwest corner of American Fork City parcel (Parcel 13:078:0073); thence S.70°08'28"E. 3.30 feet along the southerly boundary line of said American Fork City parcel to the intersection of the Stipulation and Compromise Line for the Settlement of Utah Lake Boundary, signed December 20, 2016, recorded January 23, 2019, as Entry No. 5799:2019, in the office of said Recorder, also known as the easterly boundary line of said Timpanogos Special Service District parcel and Stipulation and Compromise Line for the Settlement of Utah Lake Boundary, signed December 10, 2002, recorded December 13, 2002, as Entry No.

151615:2002, in the office of said Recorder, said intersection being the point of terminus.

See exhibit EX-02 for a graphical representation of this boundary.

4. Timpanogos Special Service District and Roderick-Catalyst Business Park, LLC hereby quit claim, without warranty, to American Fork City any and all right, title and interest which Timpanogos Special Service District and Roderick-Catalyst Business Park, LLC may have in and to the real property to the north of Line Segment A-B as shown on EX-02 below.
5. American Fork City and Roderick-Catalyst Business Park, LLC hereby quit claim, without warranty, to Timpanogos Special Service District any and all right, title and interest which American Fork City and Roderick-Catalyst Business Park, LLC may have in and to the real property to the south of Line Segment A-B as shown on EX-02 below.
6. Timpanogos Special Service District and American Fork City hereby quit claim, without warranty, to Roderick-Catalyst Business Park, LLC any and all right, title and interest which Timpanogos Special Service District and American Fork City may have in and to the real property to the east of Line Segment B-C as shown on EX-02 below.
7. Roderick-Catalyst Business Park, LLC and American Fork City hereby quit claim, without warranty, to Timpanogos Special Service District any and all right, title and interest which Roderick-Catalyst Business Park, LLC and American Fork City may have in and to the real property to the west of Line Segment B-C-D as shown on EX-02 below.
8. Roderick Enterprises and American Fork City hereby quit claim, without warranty, to Timpanogos Special Service District any and all right, title and interest which Roderick Enterprises and American Fork City may have in and to the real property to the south and to the west of Line Segment D-E-F-G as shown on EX-02 below.
9. Timpanogos Special Service District and American Fork City hereby quit claim, without warranty, to Roderick Enterprises any and all right, title and interest which Timpanogos Special Service District and American Fork City may have in and to the real property to the east of Line Segment E-F as shown on EX-02 below.

10. The respective tracts of land, with the herein described boundary line, are now more particularly described as follows:

A. American Fork City as to as to Tax ID No. 34:508:0004, more particularly described as follows:

Slough Trail Dedication, Adams Boat Storage Plat "A", according to the official plat thereof recorded May 25, 2012, as Entry No. 43873:2012, in the office of the Utah County Recorder.

ALSO:

A tract of land, situate in the NW1/4 NE1/4 of Section 35, Township 5 South, Range 1 East, Salt Lake Base and Meridian. Said tract is described as follows:

Beginning at "Point K", Adams Boat Storage Plat "A", according to the official plat thereof recorded May 25, 2012, as Entry No. 43873:2012, in the office of the Utah County Recorder; said point also being 1,416.11 feet N.89°48'53"W. along the section line and 876.14 feet South from the Northeast corner of said Section 35; and running thence S.88°29'54"E. 26.19 feet along the extension of the southerly boundary line of Slough Trail Dedication to American Fork City, Adams Boat Storage Plat "A" (Parcel 34:508:0004) to the westerly boundary line of Roderick Catalyst – Phase 3 (Parcel 51:815:0007), according to the official plat thereof recorded April 17, 2025, as Entry No. 27706:2025, in the office of said Recorder; thence along said westerly boundary line the following two (2) courses and distances: (1) N.00°20'01"E. 29.34 feet; (2) thence N.00°56'07"E. 9.63 feet to a point in a southerly boundary line of said Slough Trail Dedication; thence N.89°59'02"W. (Record West) 25.91 feet along said southerly boundary line to an easterly boundary line of said Slough Trail Dedication at "Point J", Adams Boat Storage Plat "A"; thence S.00°54'22"W. (Record S.00°53'24"W.) 38.29 feet along said easterly boundary line to the point of beginning.

See exhibit EX-04 for a graphical representation of this boundary.

B. American Fork City as to Tax ID No. 13:076:0043: Unaffected

C. American Fork City as to Tax ID No. 13:078:0073: Unaffected

D. Timpanogos Special Service District as to Tax ID No. 13:076:0052, more particularly described as follows:

Beginning at the Southwest corner of Marina Cove Boat Storage Plat "A", according to the official plat thereof, recorded August 10, 2019, as Entry No. 117142:2020, in the office of the Utah County Recorder, said point also being 847.44 feet S.00°04'20"W. from the North Quarter corner of Section 35, Township 5 South, Range 1 East, Salt Lake Base and Meridian; and running thence S.88°29'54"E. 1274.49 feet along the southerly line of said Marina Cove Boat Storage Plat "A" and the southerly line of Adams Boat Storage Plat "A", according to the official plat thereof, recorded May 25, 2012, as Entry No. 43873:2012, in the office of said Recorder, and the extension thereof to the westerly boundary line of Roderick Catalyst – Phase 3, according to the official plat thereof, recorded April 17, 2025, as Entry No. 27706:2025, in the office of said Recorder; thence along said westerly boundary line and the extension thereof the following three (3) courses and distances: (1) S.00°20'01"W. 44.53 feet; (2) thence N.75°49'03"W. 0.80 feet; (3) thence S.00°56'07"W. 504.48 feet to the existing southerly right of way line of 1700 South Street; thence S.89°48'53"E. 454.55 feet along said southerly right of way line to the extension of the easterly boundary line of Timpanogos Special Service District parcel as shown on Record of Survey 21-129 by Apex Land Surveyors Inc. and a Boundary Line Agreement, signed September 07, 2022, recorded September 07, 2022, as Entry No. 98223:2022, in the office of said Recorder, said point also being the Northwest corner of the Roderick Enterprises parcel (Parcel 13:078:0112); thence along said easterly boundary line and the extension thereof S.00°21'07"W. 386.12 feet to the Southwest corner of American Fork City parcel (Parcel 13:078:0073); thence S.70°08'28"E. 3.30 feet along the southerly boundary line of said American Fork City parcel to the intersection of the Stipulation and Compromise Line for the Settlement of Utah Lake Boundary, signed December 20, 2016, recorded January 23, 2019, as Entry No. 5799:2019, in the office of said Recorder, also known as the easterly boundary line of Timpanogos Special Service District parcel and Stipulation and Compromise Line for the Settlement of Utah Lake Boundary, signed December 10, 2002, recorded December 13, 2002, as Entry No. 151615:2002, in the office of said Recorder; thence along said Stipulation and Compromise Line Entry No. 5799:2019 the following four (4) courses and distances: (1) S.00°00'58"W. (Record South) 600.05 feet; (2) thence N.71°41'46"W. (Record N.71°42'44"W.) 383.49 feet; (3) thence N.86°40'34"W. (Record N.86°41'32"W.) 781.80 feet; (4) thence N.01°02'58"E. (Record N.01°02'00"E.) 558.24 feet to a point in a Boundary Line Agreement, recorded April 08, 2011, as Entry No. 27564:2011, in the office of said Recorder; thence along said Boundary Line Agreement and the extension thereof the following five (5) courses and distances: (1) N.00°11'58"E. (Record N.00°11'E.) 200.65 feet (2) thence N.00°01'58"E. (Record N.00°01'E.) 592.21

feet; (3) thence N.87°48'02"W (Record N.87°49'W.) 274.70 feet; (4) thence N.89°50'02"W. (Record N.89°51'W.) 90.34 feet; (5) thence N.89°39'02"W. (Record N.89°40'W) 221.78 feet to the easterly right of way line of 100 West Street; thence N.00°00'58"E. 41.97 feet along said easterly right of way line to the point of beginning.

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 as shown on said Roderick Catalyst – Phase 3 plat.

See exhibit EX-03 for a graphical representation of this boundary.

E. Roderick Enterprises as to Tax ID No. 13:078:0112: Unaffected

F. Roderick-Catalyst Business Park, LLC as to Tax ID No. 51:683:0006: Unaffected

- 11.** The parties shall cause or permit this boundary adjustment showing the adjusted boundary to be recorded in the office of the Utah County Recorder.
- 12.** The adjusted boundary will be permanent and binding upon the heirs and assigns of the undersigned parties.

Page 10

STATE OF UTAH)
) ss.
 COUNTY OF)

_____ American Fork City

By _____

On the date first above written personally appeared before me,
 _____,
 _____, who, being by me duly sworn, did say that he/she is the .
 _____ of American Fork City a
 municipal corporation of the State of Utah, and that the within and foregoing instrument
 was signed in behalf of said municipal corporation by authority of a resolution adopted
 at a regular meeting of the _____ held on the _____ of
 _____ A.D. 20 _____, and said acknowledged to me
 that said municipal corporation executed the same.

 Notary Public

Page 11

STATE OF) Timpanogos Special Service District
) ss.
 COUNTY OF)

 Signature

 Print Name and Title

On this _____ day of _____, in the year 20____, before me personally appeared _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he/she is the _____ of Timpanogos Special Service District and that said document was signed by him/her on behalf of said Timpanogos Special Service District by Authority of its _____.

 Notary Public

Page 12

STATE OF)
) ss.
 COUNTY OF)

 Roderick Enterprises

 Signature

 Print Name and Title

On this ____ day of _____, in the year 20____, before me personally appeared _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he/she is the _____ of Roderick Enterprises, a Utah limited partnership and that said document was signed by him/her on behalf of said Roderick Enterprises, a Utah limited partnership by Authority of its _____.

 Notary Public

Page 13

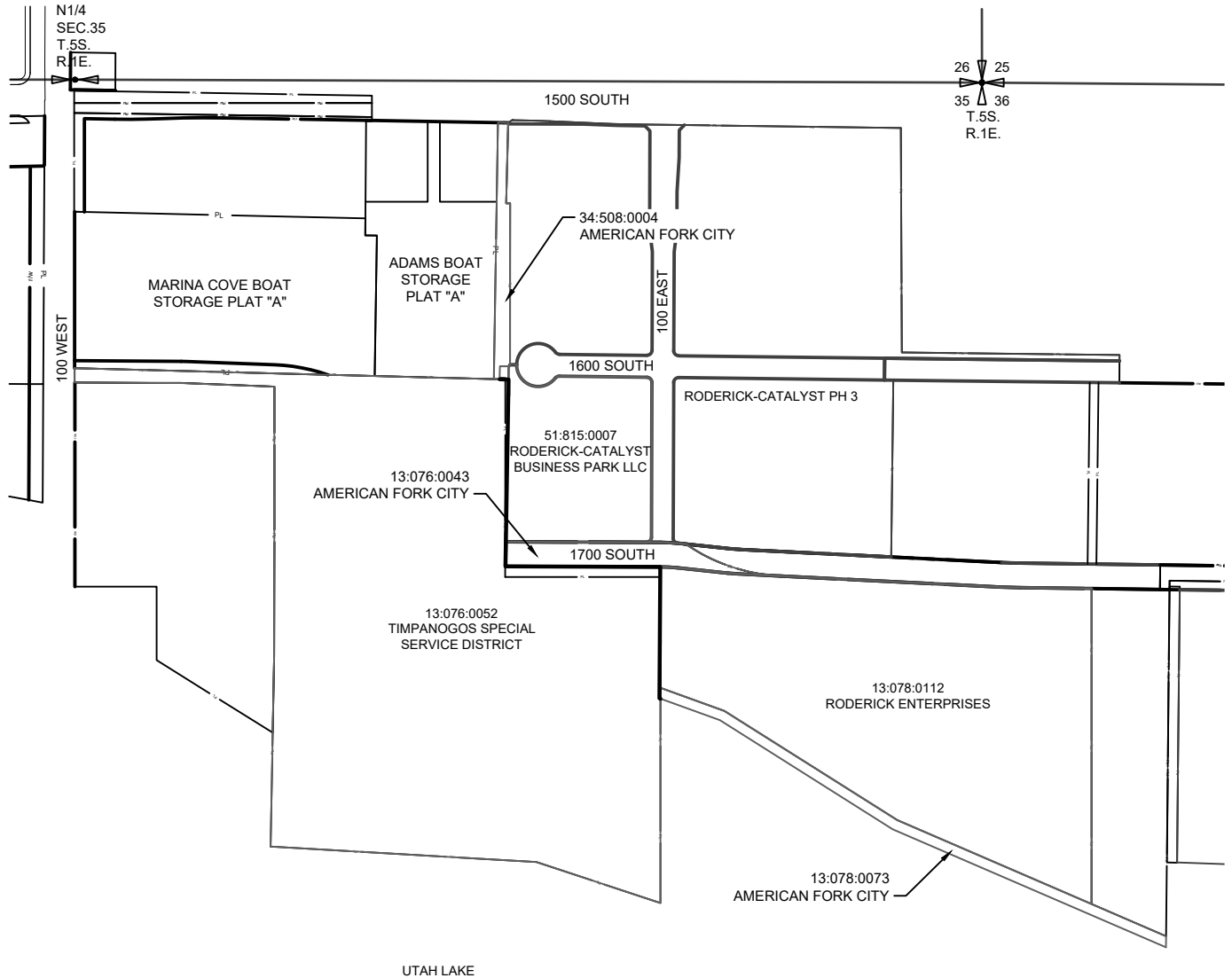
STATE OF) Roderick-Catalyst Business Park, LLC
) ss.
 COUNTY OF)

 Signature

 Print Name and Title

On this _____ day of _____, in the year 20____, before me personally appeared _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he/she is the _____ of Roderick-Catalyst Business Park, LLC, a Utah limited liability company and that said document was signed by him/her on behalf of said Roderick-Catalyst Business Park, LLC, a Utah limited liability company by Authority of its _____.

 Notary Public



SCALE: 1" = 500'

NW1/4 NE1/4
SEC.35
T.5S.
R.1E.

LEGEND	
	SECTION CORNER, AS NOTED ON PLAT
	CALCULATED POINT, NOT SET
	BOUNDARY ADJUSTMENT
	PROPERTY BOUNDARY



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

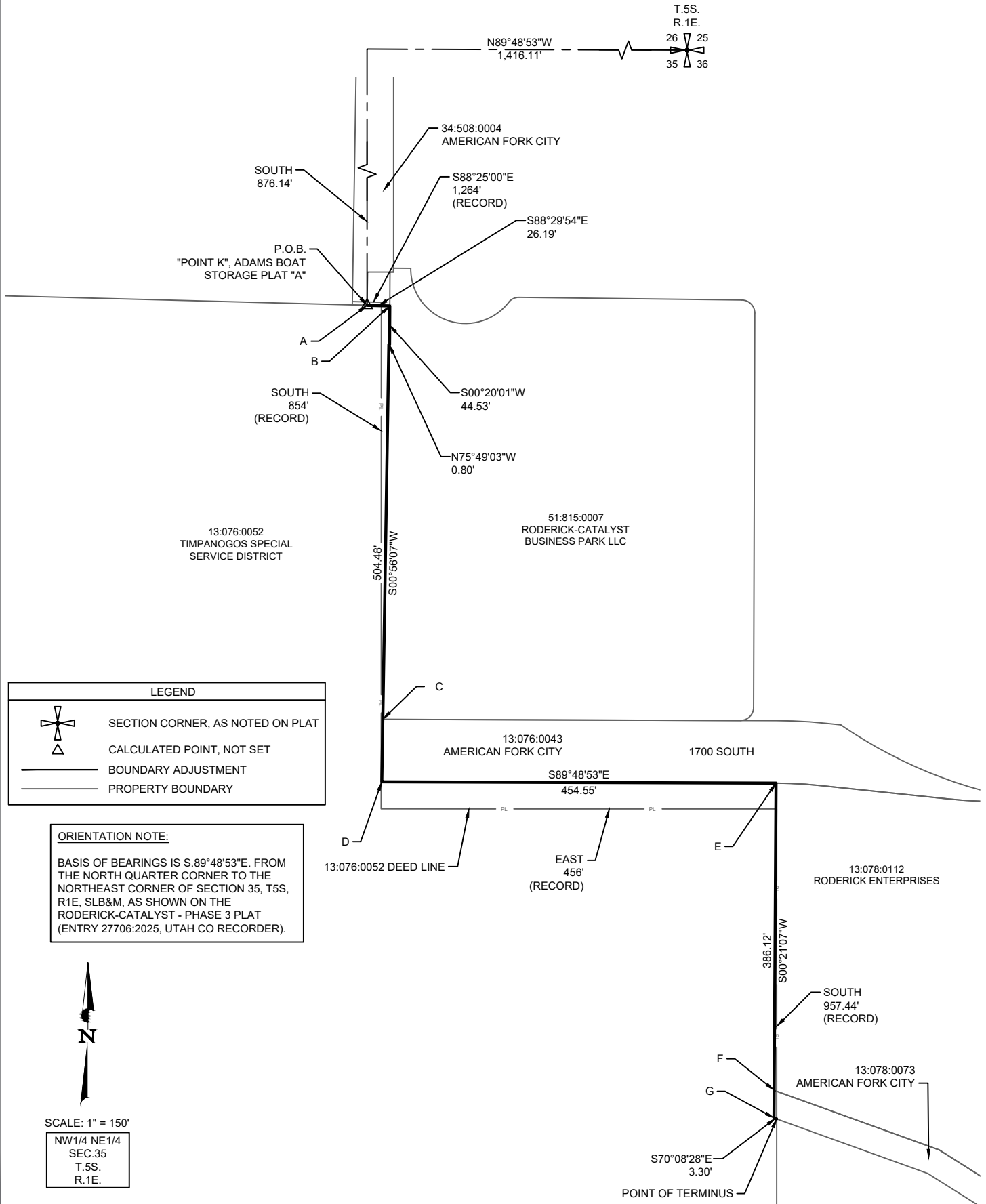
TSSD BOAT HARBOR PUMP STATION BLA

PARCEL OVERVIEW

PROJECT:
UT-9871-24
DATE:
07/2025
DRAWING:

Packet Pg. 34

Attachment: TSSD PUMP STATION Boundary Adjustment_Signature_Final (Boundary Adjustment Agreement - TSSD, American Fork City, and



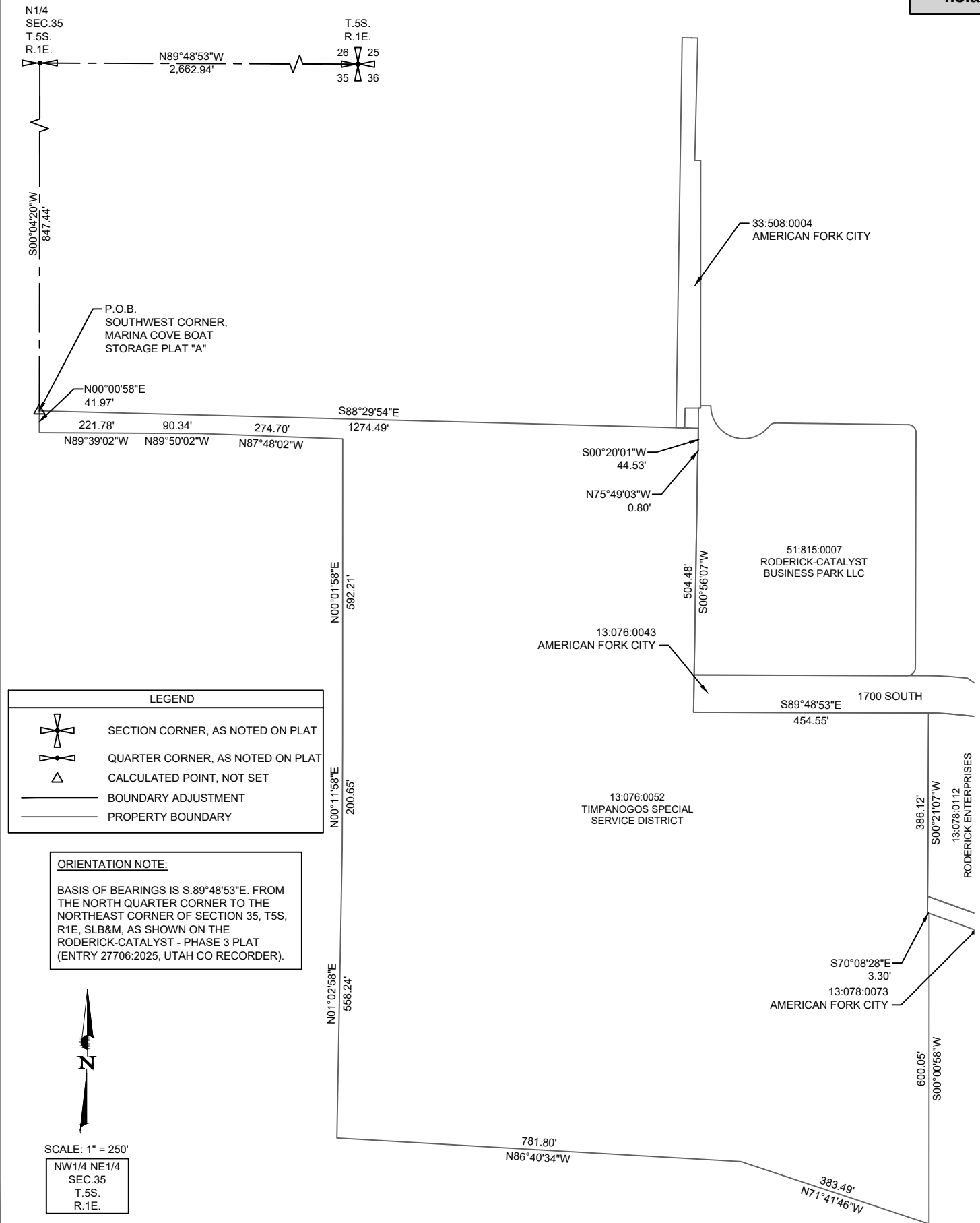
2162 West Grove Parkway, Suite 100, Pleasant Grove, UT 84062
801-763-5100 www.horrocksengineers.com

TSSD BOAT HARBOR PUMP STATION BLA

ADJUSTED BOUNDARY

PROJECT:
UT-9871-24
DATE:
07/2025
DRAWING:

Q:\2024\UT-9871-24 TSSD Boat Harbor Project Data\Design\Right of Way\Boundary Adjustment\UT-9871-24 Boundary Agreement.dwg - EX-03 - 6/25/2026 2:14 PM - scott.bartlett

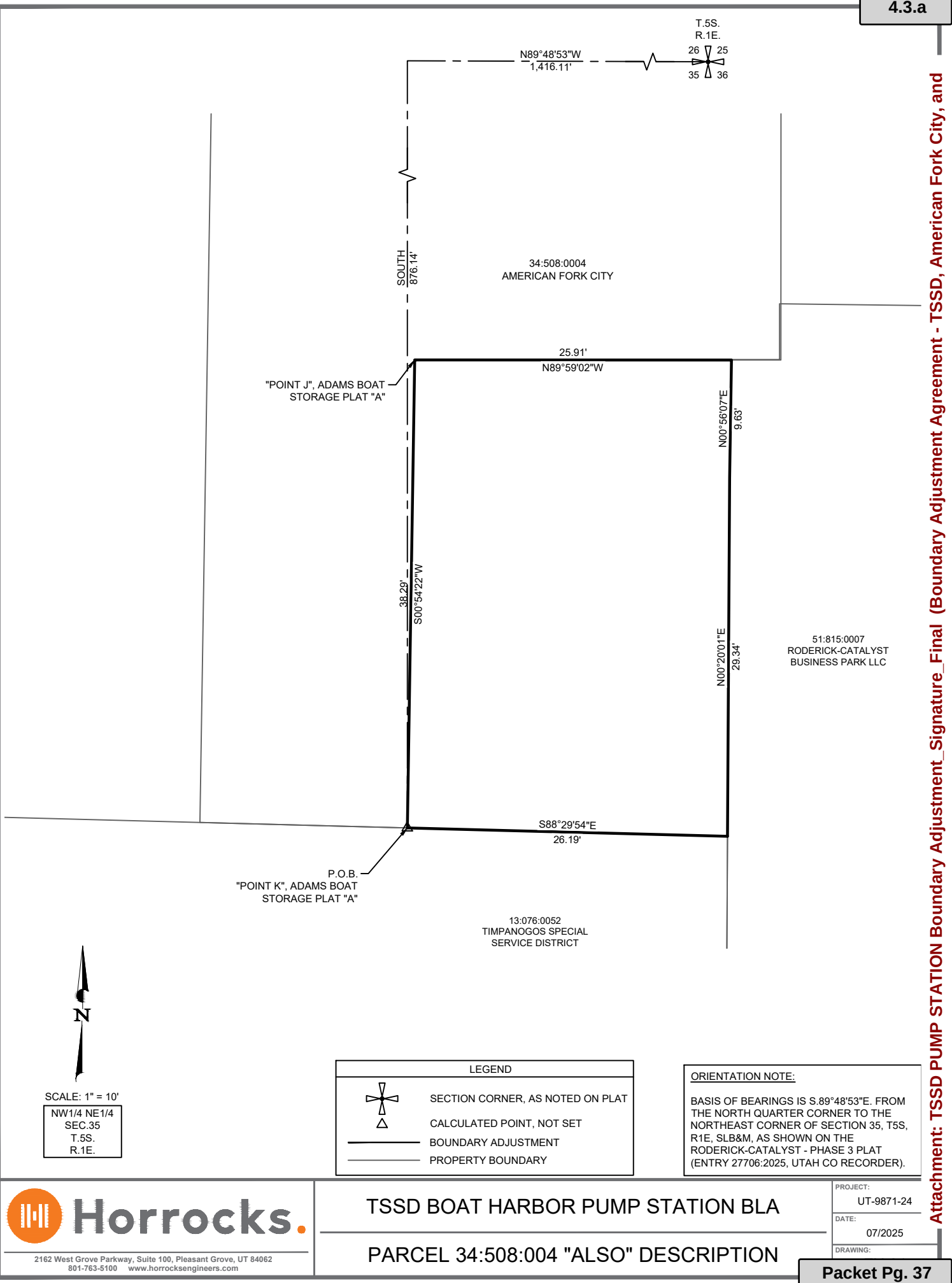

 2162 West Grove Parkway, Suite 100, Pleasant Grove, UT 84062
 801-763-5100 www.horrocksengineers.com

TSSD BOAT HARBOR PUMP STATION BLA

PARCEL 13:076:0052 ADJUSTED DESCRIPTION

 PROJECT:
UT-9871-24
 DATE:
07/2025
 DRAWING:

Q:\1224\UT-9871-24 TSSD Boat Harbor\Project Data\Design\Right of Way\Boundary Adjustment\UT-9871-24_Boundary Adjustment.dwg - EX-04 - 6/25/2026 2:14 PM - scott.bartlett



Horrocks.

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

TSSD BOAT HARBOR PUMP STATION BLA

PARCEL 34:508:004 "ALSO" DESCRIPTION



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
JULY 14, 2026**

Department Recorder Director Approval Terilyn Lurker

AGENDA ITEM Review and action on a resolution accepting the petition for the Earl Annexation consisting of 10.91 acres and located at approximately 570 West 200 South.

RECOMMENDATION

Staff would recommend approval of the petition.

BACKGROUND

The applicants are proposing annexing into American Fork. On July 6, 2026, the petition for annexation was turned in. This property is located at approximately 570 West 200 South and consists of approximately 10.91 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 Earl Annexation, consisting of 10.91 acres at approximately 570 West 200 South.

DENIAL OF PETITION

Move to deny the petition for annexation of the Earl Annexation, consisting of 10.91 acres at approximately 570 West 200 South.

SUPPORTING DOCUMENTS

4. Resolution accepting the Petition for Annexation (PDF)

Earl Annexation - Report to Council_Complete 06.18.2026(PDF)

RESOLUTION NO. _____**A RESOLUTION ACCEPTING A PETITION FOR ANNEXATION OF 10.91 ACRES LOCATED AT APPROXIMATELY 570 WEST 200 SOUTH, KNOWN AS THE EARL ANNEXATION INTO AMERICAN FORK CITY.**

WHEREAS, on June 16, 2026, the owners of certain real property, Alma L. Earl Trust, filed a petition with the city recorder requesting that property located at approximately 570 West 200 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 if the area is within 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.

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 in Exhibit A.

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

SECTION 2. The American Fork City Council hereby accepts for further consideration the petition to annex 10.91 acres of real property known as the Earl 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 14th day of July 2026.

Bradley J. Frost, Mayor

ATTEST:

Terilyn Lurker, City Recorder

Attachment: 4. Resolution accepting the Petition for Annexation (Earl Annexation - Acceptance/Denial)

AMERICAN FORK CITY

MEETING DATE: July 14, 2026

Memo

TO: American Fork City Council

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

RE: Staff Report for Earl Annexation (Parcel ID: 13:042:0003)

Location:			6431 W 7750 N
Parcel ID:			13:042:003
Applicants:			Century Communities
Existing Land Use:			Transit Oriented Development
Surrounding Land Use:	North	Transit Oriented Development	
	South	Transit Oriented Development	
	East	Residential Medium Density	
	West	Transit Oriented Development	
Proposed Zoning:			TOD
Surrounding Zoning:	North	TOD	
	South	TOD	
	East	R1-7500	
	West	RA-1; R1-15,000	

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

1. The sponsor must schedule a pre-application meeting with the American Fork City Planning staff for review of the annexation request and an opinion as to whether or not the area proposed for annexation will create an unincorporated island or peninsula. If it is in the opinion of staff that the proposed annexation does not create an unincorporated island or peninsula, the sponsor will be advised to proceed with their application as an annexation by petition. If the Planning Staff determines that, in their opinion, the proposed annexation creates an unincorporated island or peninsula, the sponsor will be so advised and informed of alternative procedures to request annexation by resolution, if applicable.
2. A complete application for annexation shall be filed with the City Recorder.

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

STAFF FINDINGS:

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

1. Potential demand for City facilities and services:

The applicant requires connections to sewer, water, and pressurized irrigation. The master plans project the following for the proposed annexation areas, 49.44 ERC for culinary water, 1.68 acres for pressurized irrigation, and 49.44 ERU for sanitary sewer. The applicant will also require storm drain management for the proposed annexation areas. a minor collector.

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

- a. The American Fork Land Use Map, as identified in the General Plan, highlights the use of this parcel as a Transit Oriented Development designation. The Land Use designation informs the zoning that will be allocated to the property.
- b. The American Fork Bike and Pedestrian Plan shows the property having a Side Path, Bike Lane, Cycle Track, and Marked Shared Roadway associated with development.
 - i. The Side Path is a minimum of 10' in width and follows 570 West along the West side of the property. The Side Path shall be placed within the right-of-way. 570 West is identified as a Minor Collector on the City's adopted Transportation Master Plan.
 - ii. The Bike Lane shall be placed within the right-of-way of 570 West. 570 West is identified as a Minor Collector on the City's adopted Transportation Master Plan.
 - iii. The Cycle Track shall be placed within the right-of-way of 200 South. 200 South is identified as a TOD Business Arterial on the City's adopted Transportation Master Plan.
 - iv. The Marked Shared Roadway shall be placed within the right-of-way of 500 West. 500 West is identified as a Local Roadway.

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

The annexation area is adjacent to 200 South Street, which contains a 30-inch ductile iron water line, 12-inch PVC pressurized irrigation line, and a 24-inch RCP storm drain line. The nearest sanitary sewer main line is located on the west side of 500 West.

4. Zoning required or recommended:

- a. Transit Oriented Development – TOD Zone.
- b. The TOD Zone follows the Land Use designation of the property. Once given the TOD Zoning designation, this property falls within the East Neighborhood District of the Development Area Plan and TOD Overlay.

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

- a. Schools:
 - i. Polaris High School: ~ 1.73 miles
 - ii. American Fork High School: ~ 1.97 miles
 - iii. American Fork Junior High: ~ 1.50 miles
 - iv. Greenwood Elementary: ~ 0.84 miles
 - v. Forbes Elementary: ~ 1.23 miles
 - vi. Barratt Elementary: ~ 2.22 miles
 - vii. Shelley Elementary: ~ 1.27 miles
 - viii. Legacy Elementary: ~ 2.29 miles
- b. Parks:
 - i. Boat Harbor: ~ 2.01 miles
 - ii. Monarch: ~ 0.40 miles
 - iii. Greenwood: ~ 1.08 miles
 - iv. Rotary: ~ 1.08 miles
 - v. Bicentennial: ~ 0.69 miles
 - vi. Lions: ~ 0.34 miles
 - vii. Robinson: ~ 0.91 miles
 - viii. Chipman: ~ 1.22 miles
 - ix. Easton Park: ~ 1.89 miles
 - x. Bamberger: ~ 2.13 miles
- c. Planned Shopping Centers (SC-1 Zones):
 - i. Eastern SC-1 Zone: ~ 1.66 miles
 - ii. Western SC-1 Zone: ~ 0.88 miles

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

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



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
JULY 14, 2026**

Department Recorder Director Approval Terilyn Lurker

AGENDA ITEM Review and action on approval of a pioneering agreement with AFEW1 , LLC, for system improvements along the Edgewater North and the Yard subdivisions.

SUMMARY RECOMMENDATION

AFEW1, LLC has proposed a Pioneering Agreement for system improvements along 200 South of the Edgewater North development.

BACKGROUND

The developer of the Edgewater North project has been working with engineering on the offsite roadway improvements for the development. The attached pioneering agreement outlines the parameters for the construction costs of those improvements.

BUDGET IMPACT

No budget impact as all costs will be allocated to the property owners.

SUGGESTED MOTION

Move to approve the Pioneering Agreement with AFEW1 LLC for system improvements along the Edgewater North and the Yard projects.

SUPPORTING DOCUMENTS

Edgewater North Pioneering Agreement Final 2026-06-23 (1) (PDF)

PIONEERING AGREEMENT

This Pioneering Agreement (hereinafter referred to as “Agreement”) is entered into as of this _____ day of _____, 2026, by and between AFEW1, LLC, a Utah Limited Liability Company with its principal offices located at 5255 W 11000 N #125 Highland, Utah 84003 (hereinafter referred to as “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 (hereinafter referred to as the “City”).

RECITALS

WHEREAS, Developer owned and/or developed certain parcels of property located in American Fork, Utah County, Utah, specifically 13:041:0093 consisting of 15.15 acres and further described in Exhibit A attached hereto (hereinafter referred to as the “Property”);

WHEREAS, Developer has obtained approvals from the City to develop the Property into a Residential Development commonly known as Edgewater North and/or The Yard Subdivisions. However, development of the Property is subject to the installation of offsite Roadway Infrastructure improvements (the “Project Improvements”) identified on Exhibit B attached hereto.

WHEREAS, the Project Improvements will provide direct benefit to other developers and owners of surrounding properties (the “Benefitted Properties”) when they develop their properties. The Benefitted Properties are identified by tax parcel number and owner in Exhibit C attached hereto.

WHEREAS, Developer desires to be reimbursed for a proportionate share of the costs associated with the design, construction and installation of the Project Improvements as the Benefitted Properties connect and/or utilize the improvements;

WHEREAS, City is willing to administer reimbursement payments from the owners of the Benefitted Properties in accordance with the terms and provisions of this Agreement; and

WHEREAS, this Agreement is entered into to ensure the orderly development of real property within City limits, while maintaining and enhancing property values.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto contract, covenant, and agree as follows:

AGREEMENT

1. Necessity of Improvements. Developer expressly acknowledges that the Project Improvements are necessary for development of Edgewater North and/or The Yard Subdivisions and are lawful conditions precedent for the approval and development of Edgewater North and/or The Yard Subdivisions.

Developer further acknowledges and agrees that portions of the Project Improvements provide system-wide, corridor, oversized, and/or public benefit improvements beyond those solely attributable to the direct frontage obligations of any individual lot or

subdivision, and therefore provide direct and indirect benefit to the Benefitted Properties identified in Exhibit C.

The parties further acknowledge that the sequence of subdivision approvals, plat recordings, replatting activity, or subsequent parcel configuration changes shall not impair or invalidate the City's determination regarding the necessity, public benefit, allocation, or reimbursement eligibility of the Project Improvements identified in this Agreement.

2. **Developer's Obligation.** Developer shall install the Project Improvements at Developer's cost and expense including all costs and expenses associated with engineering, planning, surveying, design, materials, labor, easements, property, construction costs, and bonding relating to the Project Improvements, in accordance with the construction plans approved by the City for the development of Edgewater North and/or The Yard Subdivisions and/or required by City ordinances and regulations (the "Pioneering Costs"). Pioneering Costs shall bear no interest from the date hereof to date of payment.
3. **Approval, Inspection, and Acceptance.** Developer and its assigns shall install the Project Improvements and post applicable bonds and improvement completion assurances in accordance with City ordinances to guarantee the installation of the Project Improvements according to City ordinances, regulations, and standards. The Project Improvements shall be approved by the City and inspections shall be conducted by the City to ensure that the Project Improvements are constructed per City standards. Upon completion, Developer shall deliver to City a set of as-built plans of the Project Improvements (in both paper and electronic format) with the verified actual amount of the Pioneering Costs of the Project Improvements. Upon successful completion of the Project Improvements and acceptance in writing by the City, Developer shall also provide an Improvement Warranty in accordance with City ordinances to ensure that the Project Improvements remain in good condition and free from defects for a period of one (1) year. Upon successful completion, approval by the City, and posting of an Improvement Warranty by Developer, the City shall accept, own, operate, and maintain the Project Improvements. Developer shall dedicate to the City ownership of all facilities, easements, and property necessary to properly operate and maintain the Project Improvements and shall not retain any ownership interest therein, unless City ordinances, agreements, or regulations provide otherwise.
4. **Collection of Pioneering Costs.** The City will require owners of the Benefitted Properties that develop their land or apply for building permits to pay to the City their proportionate share of the Pioneering Costs of the Project Improvements prior to granting development or subdivision approval or issuing building permits. The proportionate share shall be determined by the City based upon consideration of the street frontage, parcel size, and other relevant factors of each respective Benefitted Property. In no event shall City be liable for failure to make collection; it being understood and agreed that City will use its best efforts to make such collection.
5. **Distribution of Pioneering Costs Received.** The funds collected shall be paid by the City

to the Developer within 60 days of collection, unless the payment is made under protest by the owner of the Benefitted Property or the payment is the subject of a lawsuit (filed or threatened), complaint, advisory opinion, or appeal. In such a case, the City will retain the funds until such time as the matter is resolved. When the matter is resolved, the City shall disburse the funds to Developer within 60 days. Nothing in this Agreement shall preclude Developer from arranging for up-front financial contributions for the Project Improvements from the owners of the Benefitted Properties.

6. Duration of Pioneering Costs for all improvements. If a development application is made 10 years from the date of Edgewater North A approval (5th May, 2020) there shall be no required payment of Pioneering Costs related to the offsite public improvements identified on Exhibit B as a pre-condition of development approval or issuance of a building permit.
7. Full Compensation. The Developer hereby agrees it shall not be entitled to any reimbursement, compensation, incentive, or other payment from the City related to the Project Improvements. Nothing in this Agreement, however, shall preclude Developer from obtaining reimbursements or impact fee credits for “system improvements” or oversized public improvements requested or required by the City in relation to the Project. If the City requires Developer to upsize or extend any of the Project Improvements, the parties may negotiate a separate reimbursement agreement to be submitted to City Council for approval. Such upsizing costs, however, are not part of this Agreement.
8. Choice of law. This Agreement shall be interpreted and enforced under the laws of the State of Utah. Venue for any legal action brought on this Agreement shall lie with the Fourth Judicial District Court for Utah County, Utah.
9. Authority. Each individual executing this Agreement hereby represents and warrants that he or she has been duly authorized to sign this Agreement in the capacity and for the entities identified.
10. Recitals and Exhibits Incorporated. Each recital set forth above, and each exhibit attached to and referred to in this Agreement, is hereby incorporated by reference.
11. Counterparts and Severability. In the event that any provision of this Agreement shall be held invalid and unenforceable, such provision shall be severable from, and such invalidity and unenforceability shall not be construed to have any effect on, the remaining provisions of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
12. Entire Agreement. This Agreement constitutes and comprises the entire understanding of the parties hereto, and supersedes any previous written or oral communication or representation related to the subject matter hereof

13. Amendment. This Agreement may only be amended by written instrument signed by both parties hereto.
14. The parties acknowledge that disputes or litigation may exist or arise concerning ownership interests, parcel boundaries, plat interpretation, or development sequencing associated with portions of the Property or Benefited Properties. Unless a court of competent jurisdiction enters a final order invalidating the applicable subdivision approvals or the City's authority to require the Project Improvements, such disputes shall not impair the enforceability of this Agreement or the City's administration and collection of Pioneering Costs hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

AMERICAN FORK CITY

Bradley J. Frost, Mayor

Attest:

Terilyn Lurker, Recorder

DATED this ____ day of _____, 20__.

[DEVELOPER]

By: _____
Name (Print):
Its:

State of Utah

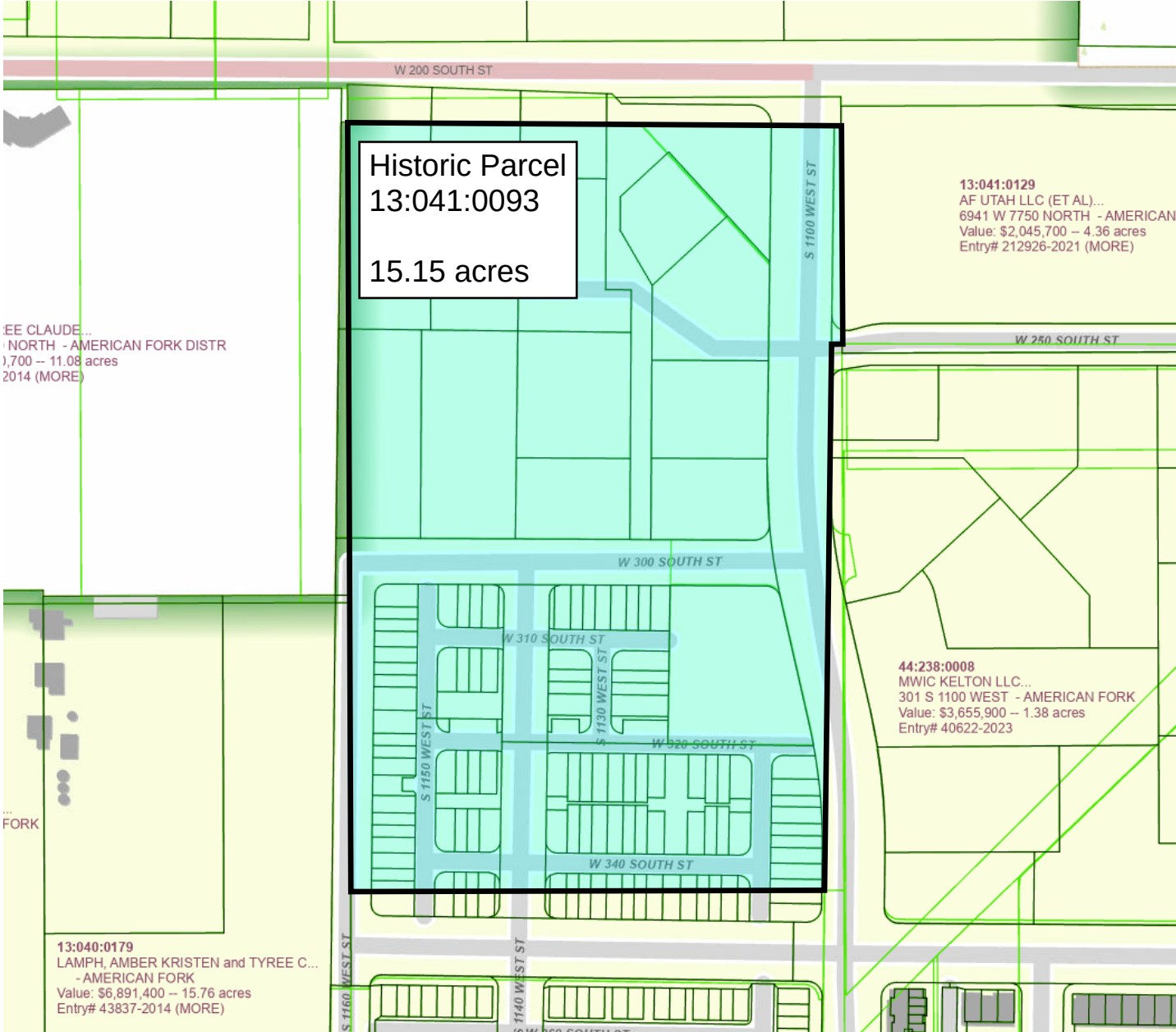
County of _____

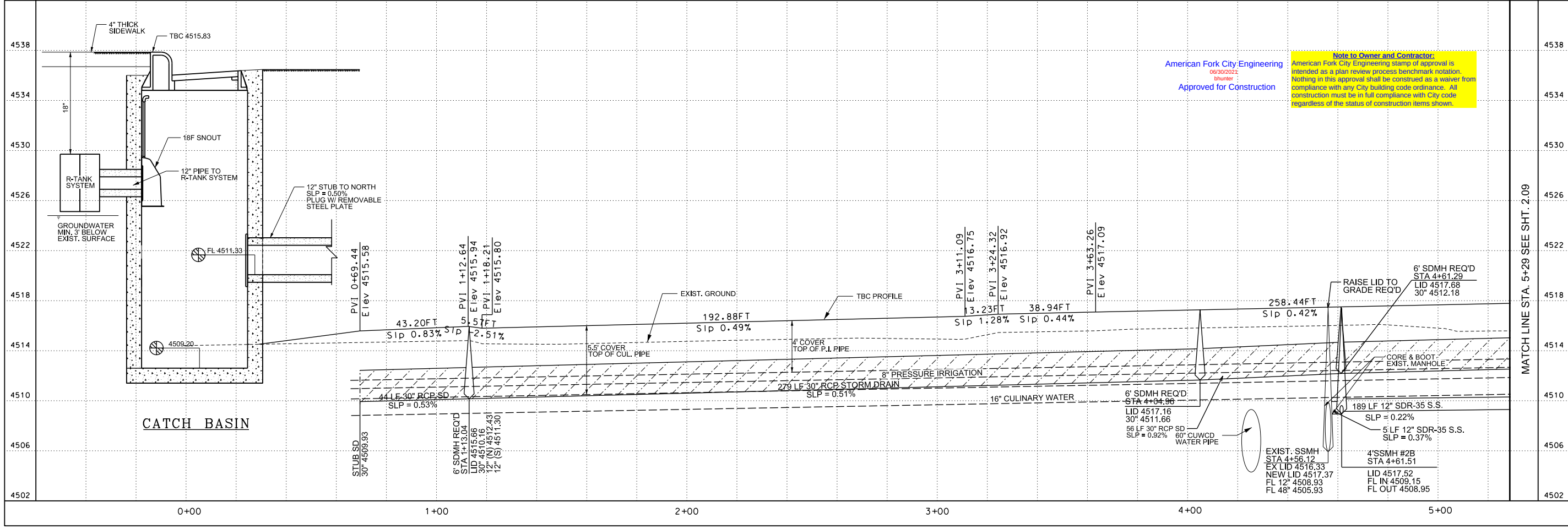
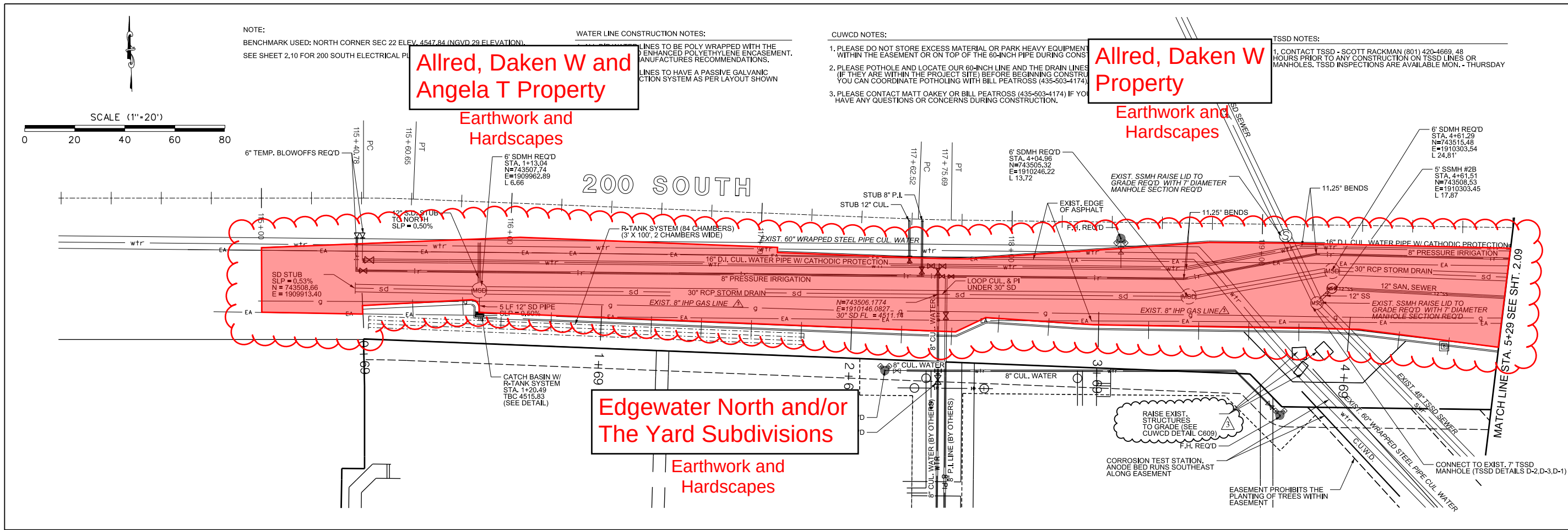
On the _____ day of _____, 20__, personally appeared before me

_____, of _____, whose identity has been proven on the basis of satisfactory evidence, and after being duly sworn acknowledges that he had authority to execute the foregoing Pioneering Agreement, for the purposes stated therein, and did so of his own voluntary act.

Notary

EDGEWATER NORTH AND/OR THE
YARD SUBDIVISIONS
Exhibit A





BROWN ENGINEERING, INC.
Office: (801) 377-1790 Fax: (801) 377-1789
578 East 770 North, Orem UT 84058

PROFESSIONAL SEAL
JUNE 15, 2024
NO. 174774
MATT W. BROWN
STATE OF UTAH

REVISIONS	Date	By	Notes
1	4-15-21	D.B.	CITY REVISIONS
2	6-25-20	D.B.	TSSD REVISIONS
3	5-18-20	D.B.	ADDED THE LIGHTING CIRCUIT PER CITY REQUEST

Designed: A. DELPINO
Drawn: A. DELPINO
Checked: A. DELPINO
Date: 11-18-19

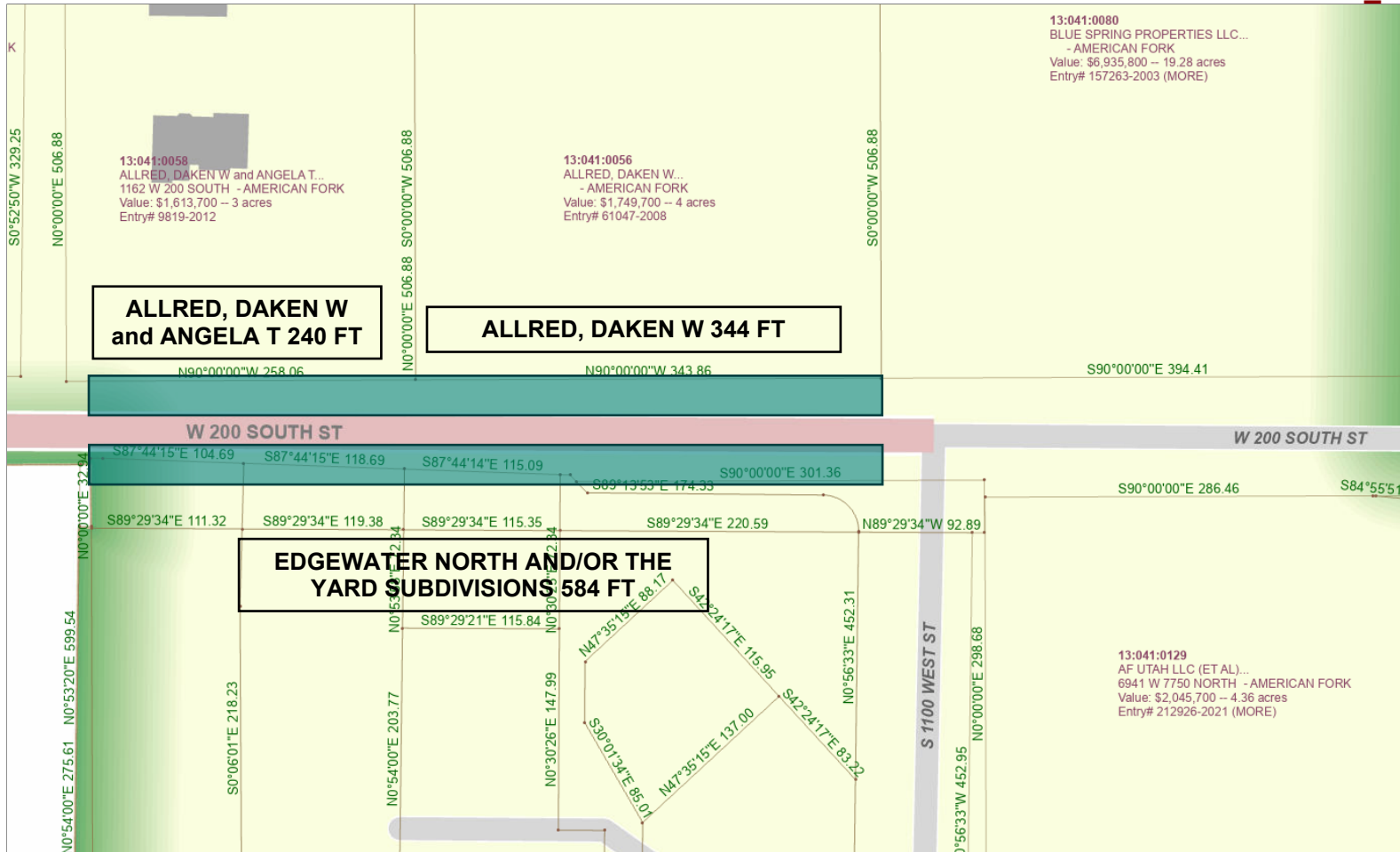
EDGEWATER NORTH SUBDIVISION
AMERICAN FORK CITY, UTAH
200 SOUTH UTILITY PLAN & PROFILE

Title: _____ Client: _____
Drawing Name: _____
PROJECT NO. 2018.037
SHEET NO. 2.08



EDGEWATER NORTH AND/OR THE YARD SUBDIVISIONS Exhibit C

The Benefited Properties identified herein are intended to include all parcels, lots, successor parcels, replatted properties, adjusted lots, or reconfigured development parcels that derive from, replace, encompass, or receive benefit from the properties identified below, regardless of future parcel renumbering or subdivision modification.



PROPERTY OWNER	PARCEL NUMBER	LINEAR FOOTAGE	TOTAL
ALLRED, DAKEN W	13:041:0056	344	\$ 83,010.85
ALLRED, DAKEN W and ANGELA T	13:041:0058	240	\$ 57,914.55
EDGEWATER NORTH AND/OR THE YARD SUBDIVISIONS	13:041:0093	584	\$ 115,869.40
TOTAL:			\$ 256,794.80

Name of Development: Edgewater North and/or The Yard Subdivisions (200 South)

Minimum Standard					344 LF	240 LF	584 LF
Description of Item	Quantity	Unit	Unit Price	Total	Parcel 13:041:0056 Pioneering	Parcel 13:041:0058 Pioneering	Parcel 13:041:0093 Pioneering
SITE & SWPPP							
SWPPP Inspections and BMP	1	Lump	\$3,000.00	\$3,000.00	\$883.56	\$616.44	\$1,500.00
As-Builts Drawing and Survey	1	Lump	\$5,200.00	\$5,200.00	\$1,531.51	\$1,068.49	\$2,600.00
Design Engineering	1	Lump	\$15,000.00	\$15,000.00	\$4,417.81	\$3,082.19	\$7,500.00
SEWER (only serves properties north of 200 South)							
8" PVC SDR-35 San. Sewer	368	LF	\$42.00	\$15,456.00	\$9,104.22	\$6,351.78	\$0.00
4' Sewer Manholes	2	Each	\$4,600.00	\$9,200.00	\$5,419.18	\$3,780.82	\$0.00
Testing, Cleaning, and Inspections	1	Lump	\$400.00	\$400.00	\$235.62	\$164.38	\$0.00
CULINARY WATER							
8" C-900 DR18 PVC Cul. Water	679	LF	\$55.00	\$37,345.00	\$10,998.87	\$7,673.63	\$18,672.50
8" G.V. with Restrained Joints	6	Each	\$2,000.00	\$12,000.00	\$3,534.25	\$2,465.75	\$6,000.00
6" Temporary Blow Off	1	Each	\$1,500.00	\$1,500.00	\$441.78	\$308.22	\$750.00
Testing, Cleaning, and Inspections	1	Lump	\$1,400.00	\$1,400.00	\$412.33	\$287.67	\$700.00
PRESSURIZED IRRIGATION							
8" Pressure Irrigation	588	LF	\$29.00	\$17,052.00	\$5,022.16	\$3,503.84	\$8,526.00
8" P.I. Valves	5	Each	\$2,000.00	\$10,000.00	\$2,945.21	\$2,054.79	\$5,000.00
6" Temporary Blow Off	1	Each	\$1,300.00	\$1,300.00	\$382.88	\$267.12	\$650.00
Testing, Cleaning, and Inspections	1	Lump	\$400.00	\$400.00	\$117.81	\$82.19	\$200.00
STREETS							
Asphalt	24096	SF	\$3.30	\$79,516.80	\$23,419.33	\$16,339.07	\$39,758.40
STORM DRAINAGE							
15" RCP SD	625	LF	\$45.00	\$28,125.00	\$8,283.39	\$5,779.11	\$14,062.50
Catch Basin	1	Each	\$2,500.00	\$2,500.00	\$736.30	\$513.70	\$1,250.00
5' Storm Drain Manholes	4	Each	\$4,200.00	\$16,800.00	\$4,947.95	\$3,452.05	\$8,400.00
Testing, Cleaning, and Inspections	1	Lump	\$600.00	\$600.00	\$176.71	\$123.29	\$300.00
				\$256,794.80	\$83,010.85	\$57,914.55	\$115,869.40



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
JULY 14, 2026**

Department Recorder

Director Approval Terilyn Lurker

AGENDA ITEM Review and action on the declaration of real property to be declared surplus and authorize the sale of a non-significant parcel of real property to Keaton Wall.

SUMMARY RECOMMENDATION

Staff would recommend approval.

BACKGROUND

A public hearing was held on May 12, 2026, on declaring real property to be surplus and disposed of. This resolution will approve the declaration of a portion of that property to be surplus and sold as a non-significant parcel of real property to Keaton Wall.

BUDGET IMPACT

See agreement.

SUGGESTED MOTION

Move to adopt the resolution approving the declaration of real property to be surplus and authorize the sale of non-significant parcel of real property to Keaton Wall.

SUPPORTING DOCUMENTS

Resolution Approve Keaton Wall Sale of Property (DOCX)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF AMERICAN FORK CITY, UTAH, DECLARING CERTAIN REAL PROPERTY SURPLUS, APPROVING THE SALE OF A NON-SIGNIFICANT PARCEL OF REAL PROPERTY TO KEATON WALL, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY TO COMPLETE THE TRANSACTION

WHEREAS, American Fork City (“City”) is a municipal corporation organized and existing under the laws of the State of Utah and is authorized to acquire, hold, and dispose of real property in furtherance of municipal purposes; and

WHEREAS, the City owns certain real property located at approximately 1000 North 700 West, more particularly described as follows:

BEGINNING AT A THE NORTHWEST CORNER OF LOT 23, PLAT “A”, SEARLE MEADOWS; RUNNING THENCE ALONG THE WEST LINE OF SAID LOT 23 THE FOLLOWING THREE (3) CALLS (1) SOUTH 47°04'10" EAST 37.32 FEET; (2) SOUTH 24°42'13" WEST 16.35 FEET; (3) THENCE SOUTH 01°35'20" EAST 5.86 FEET TO THE SOUTHWEST CORNER OF SAID LOT 23; THENCE NORTH 25°02'16" WEST 50.67 FEET; THENCE NORTH 74°18'42" EAST 0.82 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.008 ACRES OR 367 SQUARE FEET, MORE OR LESS.

(the “Property”); and

WHEREAS, the City Council has reviewed the current and anticipated municipal use of the Property and finds that the Property is no longer necessary for municipal purposes and is surplus to the needs of the City; and

WHEREAS, on May 12, 2026, the City Council conducted a duly noticed public hearing regarding the proposed declaration of surplus property and disposition of the Property; and

WHEREAS, following the public hearing, the City Council has determined that the Property should be declared surplus and that the sale of the Property is in the best interests of the City and the public; and

WHEREAS, the City has negotiated the sale of the Property to Keaton Wall (“Buyer”) upon terms and conditions acceptable to the City; and

WHEREAS, the City Council finds that the Property constitutes a non-significant parcel of real property and that the conveyance thereof serves a valid public purpose and is in the best interests of the City.

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

Attachment: Resolution Approve Keaton Wall Sale of Property (Surplus Property - K. Wall)

Section 1. Declaration of Surplus Property.

The City Council hereby declares the Property described above to be surplus property no longer needed for municipal purposes.

Section 2. Approval of Sale.

City Council hereby approves the sale and conveyance of the Property to Keaton Wall upon terms approved by the Mayor.

Section 3. Authorization to Execute Documents.

The Mayor is hereby authorized to execute, and the City Recorder to attest, all deeds, closing documents, agreements, and other instruments reasonably necessary to complete the conveyance of the Property consistent with this Resolution. Copies of the sale documents are attached hereto as Exhibit A.

Section 4. Further Administrative Actions.

City staff and legal counsel are authorized and directed to take such additional actions as may be necessary or appropriate to carry out the intent of this Resolution and finalize the transaction.

Section 5. Effective Date.

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 2026.

AMERICAN FORK CITY

Bradley J. Frost, Mayor

ATTEST:

Terilyn Lurker, City Recorder

EXHIBIT A

REAL ESTATE PURCHASE AGREEMENT

This Agreement is made on this ____ day of _____, 2026 between the City of American Fork (hereinafter referred to as "Seller") and Keaton Wall (hereinafter referred to as "Purchaser"),

RECITALS

WHEREAS, Purchaser offers to purchase a portion of Seller's property for the purpose of aligning property line with actual usage; and

WHEREAS, Seller agrees to sell said parcel to Purchaser.

AGREEMENT

NOW THEREFORE, the parties hereto agree to the following terms and conditions:

1. Property Description.
 - a. BEGINNING AT A THE NORTHWEST CORNER OF LOT 23, PLAT "A", SEARLE MEADOWS; RUNNING THENCE ALONG THE WEST LINE OF SAID LOT 23 THE FOLLOWING THREE (3) CALLS (1) SOUTH 47°04'10" EAST 37.32 FEET; (2) SOUTH 24°42'13" WEST 16.35 FEET; (3) THENCE SOUTH 01°35'20" EAST 5.86 FEET TO THE SOUTHWEST CORNER OF SAID LOT 23; THENCE NORTH 25°02'16" WEST 50.67 FEET; THENCE NORTH 74°18'42" EAST 0.82 FEET TO THE POINT OF BEGINNING.
 - b. CONTAINING 0.008 ACRES OR 367 SQUARE FEET, MORE OR LESS.
 - c. The subject property is a portion of twenty seven (27.7739) acre parcel of real estate owned by Seller. Parcel No. 12:055:0117; in the City of American Fork, Utah, County of Utah, State of Utah (hereinafter referred to as the "Property").
2. Purchase Price and Conditions of Payment.
 - a. Purchaser shall pay to Seller seventeen dollars and twenty-seven cents per square foot (\$17.27/sq. ft.) for a total of seven thousand two dollars and eighty cents (\$6,338.09), to be paid in its entirety in cash or certified funds at the time of closing the sale.
 - b. At the option of Purchaser, the transaction may be handled through a title and escrow company selected by Purchaser and at Purchaser's expense, in which event, at closing the title company will disburse funds to lien holders, mortgagees or others having an interest in the Property, with the remainder of the purchase price paid to Seller.
3. Real Estate Taxes, Assessments, and Adjustments.
 - a. Real Estate Taxes accrued against the property shall be prorated through the date of closing the sale and Seller shall pay all taxes allocated to the property through

the date of closing. Purchaser shall pay all taxes assessed against the Property after the date of closing.

4. Possession of the Property.
 - a. Purchaser shall be given possession of the property on or before **Aug 1, 2026**.
5. Title to the Property and Grant of Easement.
 - a. The Property shall be conveyed to Purchaser by way of Warranty Deed, free of all liens and encumbrances.
6. Improvements.
 - a. The Property sale is for real property in an "as is" condition with no further representation of improvement.
7. General Conditions.
 - a. It is expressly agreed that this agreement to purchase real estate includes the entire agreement of Purchaser and Seller.
 - b. This agreement shall be binding upon the heirs, personal representatives, successors and assigns of both Purchaser and Seller.
 - c. This agreement shall be interpreted and enforced in accordance with the laws of the State of Utah.
 - d. The undersigned represent and warrant that he/she/they have the authority to sign on behalf of Purchaser and Seller.
8. Special Conditions.
 - a. Seller understands that this Agreement is not complete until the purchase is approved by the City Council of American Fork City and signed by the Mayor of American Fork City.

The foregoing Real Estate Purchase Agreement is hereby accepted in accordance with the terms and conditions specified above.

Dated this _____ day of _____, 2026

Purchaser:
AMERICAN FORK CITY

Seller(s):
KEATON WALL

BRAD FROST
Mayor, American Fork City

ATTEST:

TERILYN LURKER
City Recorder

WHEN RECORDED MAIL TO :
 American Fork City
 City Recorder
 51 East Main Street
 American Fork, UT 84003

QUIT CLAIM DEED

American Fork City, a Utah municipal corporation ("Grantor"), hereby quitclaims to Keaton Wall ("Grantee"), for valuable consideration, receipt of which is hereby acknowledged, all of Grantor's right, title, and interest in and to the following described real property situated in Utah County, State of Utah:

BEGINNING AT THE NORTHWEST CORNER OF LOT 23, PLAT "A", SEARLE MEADOWS; RUNNING THENCE ALONG THE WEST LINE OF SAID LOT 23 THE FOLLOWING THREE (3) CALLS: (1) SOUTH 47°04'10" EAST 37.32 FEET; (2) SOUTH 24°42'13" WEST 16.35 FEET; (3) SOUTH 01°35'20" EAST 5.86 FEET TO THE SOUTHWEST CORNER OF SAID LOT 23; THENCE NORTH 25°02'16" WEST 50.67 FEET; THENCE NORTH 74°18'42" EAST 0.82 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.008 ACRES OR 367 SQUARE FEET, MORE OR LESS.

SUBJECT TO all easements, rights-of-way, covenants, conditions, restrictions, reservations, and encumbrances of record, and any easements or claims apparent from a visual inspection of the property. Seller reserves all existing utility, drainage, and public service easements affecting the Property whether recorded or unrecorded.

Parcel conveyed is a portion of Utah County Parcel No. 12:055:0117.

TO HAVE AND TO HOLD the same unto Grantee, together with all rights, privileges, and appurtenances thereunto belonging.

DATED this ____ day of _____, 2026.

AMERICAN FORK CITY, a Utah municipal Corporation ATTEST:

By: _____
 Bradley J. Frost, Mayor

 Terilyn Lurker, City Recorder

Attachment: Resolution Approve Keaton Wall Sale of Property (Surplus Property - K. Wall)

STATE OF UTAH)

: ss.

COUNTY OF UTAH)

On this ____ day of _____, 2026, personally appeared before me Bradley J. Frost and Terilyn Lurker, who being by me duly sworn, did say that they are the Mayor and City Recorder, respectively, of American Fork City, a Utah municipal corporation, and that the foregoing instrument was signed on behalf of said municipal corporation by authority of its City Council.

NOTARY PUBLIC



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
JULY 14, 2026**

Department Recorder Director Approval Terilyn Lurker

AGENDA ITEM Review and action on an award for architectural services for the public works building.

SUMMARY RECOMMENDATION

Staff would recommend approval.

BACKGROUND

The city issued a request for proposal for professional design services for the new public works building. The proposals have been reviewed by staff and it is recommended to award architectural services to WPA Architecture.

BUDGET IMPACT

\$589,900.00; see submittal for breakdown

SUGGESTED MOTION

Move to approve awarding architectural services to WPA Architects.

SUPPORTING DOCUMENTS

AF Public Works Architect RFP (1) (PDF)
PW Architect Scoring-Summary (PDF)
WPA Architecture proposal and cost estimate (PDF)

City of American Fork



REQUEST FOR PROPOSAL (RFP) NO. AF20260001

**PROFESSIONAL DESIGN SERVICES
American Fork Public Works Facility**

RFP Due Date: April 22, 2026, by 2:00 P.M.

RFP Administrator: Sam Kelly, Public Works Director
P: (385) 265-4155
E: skelly@americanfork.gov

Interested parties may obtain a copy of this RFP and submit responses through the State of Utah's Public Procurement Portal:

purchasing.utah.gov

Issued: 3/26/2026

TABLE OF CONTENTS

OVERVIEW	3
INTRODUCTION	3
SCOPE OF SERVICES	4
PROPOSAL RESPONSE OUTLINE	5
TIMELINE	6
PROPOSAL EVALUATION CRITERIA	7
ADMINISTRATIVE GUIDANCE	7
ISSUING OFFICE AND RFP REFERENCE NUMBER	8
SUBMISSION OF PROPOSAL	8
INQUIRIES	8
RESPONDENT'S RESPONSIBILITY FOR PROPOSAL COSTS	8
EVALUATION OF PROPOSALS	8
ORAL PRESENTATION	9
AWARD OF THE CONTRACT	9
PROTECTED INFORMATION	9
ADDENDUM TO RFP	9
AUTHORIZED REPRESENTATIVES	9
ANTI-COLLUSION	10
RESTRICTIONS	10
RIGHT TO REJECT	10
EXHIBIT A	11

OVERVIEW

I. INTRODUCTION

The purpose of this RFP is to solicit proposals from qualified architects, engineers, or other professional design firms to contract with the American Fork to design and provide construction documents for the demolition and construction of a new Public Works facility at 275 East 200 North, American Fork, UT 84003.

Once the Firm has been selected, the City will release another RFP to choose a Construction Manager/General Contractor (CM/GC) to help facilitate the completion of the design, construction, and construction oversight of the project. It is expected that the successful Firm will report to the Construction Manager and a multi-disciplinary Project Team. In addition, the City expects to select the CM/GC prior to the 25% design level of the project. The City anticipates that the selected Firm will assist the City in the selection of the CM/GC. The CM/GC will provide a Guaranteed Maximum Price at the 100% construction drawing level.

It is the intent of the City that the Public Works construction project will accommodate the operations of the Development Services, Utility Billing, Public Works and Parks. It is expected that certain operations within the current Public Works complex will need to be relocated during construction. While relocation of all staff is not an absolute requirement the City is open to finding an alternative to maintaining operations during construction.

The new facility should enhance the quality of life of the residents of American Fork by providing positive interaction with municipal services while also creating a pleasing aesthetic structure. Desired improvements for the new facility include a new administration building to meet the current program space requirements and the ability to add programmable space for future staff at City buildout. The facility will also include attached shop/bay space to meet current program needs with the ability to add more space to support the City at the various stages of buildout.

The City expects that the facility will contain energy-efficient LEED-type features and will utilize sustainable building principles. It is not the City's intent to seek LEED certification for this project. The facility will reflect creative design, connectedness to the community, and cost-consciousness.

The City would like to explore the option for the new facility to contain an emergency operations center.

The City expects that the design will reflect current or improved operational and maintenance efficiencies and promote customer service and safety.

This RFP is part of a competitive procurement process that helps to serve the best interests of the Owner and its citizens. It also provides each Firm with a fair opportunity for its services to be considered.

II. SCOPE OF SERVICES

The selected Firm shall provide finalization of the design (see Exhibit A for current Conceptual Master Plan of the site), schematic design, construction documents, coordination with the CM/GC, and consultation as needed for the Project, which includes site improvements. Scope of work shall include the following:

- Coordination with City-appointed Project Management Team in all phases of the project, according to the approved Project Approach and Project Schedule submitted by the selected Firm.
- Preparation of a Schematic Design for the project, including preliminary building plans, landscape plans, cross-sections, elevations, study models, perspective sketches, electronic modeling, etc. The selected Firm will present the Schematic Designs to the City and Project Team representatives for input.
- Facilitation of City Council presentations at key project phases and as requested by the City.
- Consultation as needed in the selection of a CM/GC.
- Coordination with the CM/GC beginning at the 25% design level. Coordination will include reviewing construction materials and methods, cost estimating, value engineering, project phasing, etc.
- Preparation of Construction Documents. Documentation will include drawings and specifications that detail the quality, quantity, and levels of materials and systems required for the project's construction. Presentation of 50%, 85%, and complete construction documents will be provided. Documents will be in sufficient detail at 85% for the CM/GC to produce a preliminary Guaranteed Maximum Price to perform construction. Complete construction documents will be used by the CM/GC to present to and negotiate with the City a final Guaranteed Maximum Price. The selected Firm will review the proposed Guaranteed Maximum Price on behalf of the City.
- Coordination of all permitting and other similar requirements.
- Continued coordination with the CM/GC throughout the bidding and construction process for the project. This coordination will include regular updates to the City regarding project progress.

- Coordination with CM/GC in project inspection and closeout, including all closeout documentation, maintenance and operation manuals, warranties, as-built drawings, systems testing, quality assurance, etc.

III. PROPOSAL RESPONSE OUTLINE

Proposals must be concise and in an outline format not exceeding 15 pages. Pertinent supplemental information should be referenced and provided as attachments. All proposals must be organized and tabbed to comply with the following sections:

Tab 1 - LETTER OF TRANSMITTAL. The letter of transmittal should include an introduction of the Project Team: the name, address, telephone number, and email address of the person to be contacted along with others who are authorized to represent the company in dealing with this RFP.

Tab 2 - EXECUTIVE SUMMARY. Provide a brief statement that summarizes the unique qualifications of the Firm in relation to the unique and general requirements of this project.

Tab 3 - DETAILED DISCUSSION. This section should constitute the major portion of the proposal and must contain:

1. Proposed Project Team Organization and Qualifications: Provide a chart that identifies the roles of each of the Key Individuals involved in each phase of the project. Provide resumes for all key individuals on the proposed project team. Provide a matrix that indicates past project collaborations carried out by the proposed team.
2. Project Team Performance on Past Projects: Provide information for at least three or more similar projects that demonstrate the Firm's ability to accomplish this project. For each project identified, provide the following information: Owner, Description, Photo, Square Footage, Cost, Change Order History, Contingency Utilization, Special Features, and Project Team Members' involvement.
3. References: Provide a reference for each project listed above who may be contacted for further information regarding the performance of the Firm's Project Team.
4. Team Roles and Responsibilities: Provide a description of the roles and responsibilities of the Firm's Project Team members and how the Team will work together to achieve the objectives of the project. List any applicable subcontractors or sub-consultants.
5. Proposed Project Schedule: Provide a schedule that includes individual phases as applicable. The proposed project schedule shall list important dates, times, and locations of meetings and submittals.

6. Proposed Project Approach: Outline the tasks, any special approaches, and the plan for completion. Innovation and alternatives to the scope proposed here are welcome, including input on keeping the surrounding buildings and areas open and accessible during construction.
7. Local Knowledge: Describe knowledge of the local area and the criteria that need to be considered in the building design and project execution. Provide specific examples of experience in the area.
8. Public Project Experience: Discuss previous experience in designing public projects, which are funded by public monies.

Tab 4 - COST PROPOSAL. The Firm must submit a cost proposal allowing costs to be evaluated independently of other criteria in the proposal. The cost proposal should include the method of determining compensation for the required services with a not-to-exceed cost estimate. It should also include the estimated cost to complete all of the Firm's Basic Services for the Project and a proposal for the percentage of the Firm's compensation that will be paid at each phase of the design and construction of the Project. Cost proposals should include line item costs for Branding and Wayfinding, Interior and Furniture Design, and Signage.

Tab 5 - FINANCIAL REPORTS. The Firm should furnish a current financial report for the company's most recent fiscal year, audited, if available.

Tab 6 - MISCELLANEOUS additional information and attachments, including company literature and catalogs.

IV. TIMELINE

The following is a tentative schedule of this entire RFP process. While the City will attempt to apply the necessary resources to maintain this schedule, the following dates are merely projections. The City reserves the right to modify this schedule as needed to accommodate the completion of this RFP process.

TENTATIVE PROJECT SCHEDULE	
RFP Published	March 26, 2026
Voluntary Site Walk	April 9, 2026
Questions from Firms Due	April 15, 2026, at 6:00 pm
Questions and Answers Posted	April 20, 2026
Proposals Due	April 22, 2026, at 2:00 pm

Anticipated Contract Award

May 2026

V. PROPOSAL EVALUATION CRITERIA

Proposals will be evaluated based on the response to all provisions of this RFP. Since this solicitation is an RFP as opposed to a Bid, pricing alone will not constitute the entire selection criteria. The City may use some or all of the following criteria and corresponding percentages in its evaluation and comparison of proposals submitted. The criteria listed are not necessarily an all-inclusive list. The order in which they appear is not intended to indicate their relative importance. The City reserves the right to modify the evaluation criterion and percentage of the score as deemed appropriate prior to the commencement of evaluation.

POTENTIAL PROPOSAL EVALUATION CRITERIA	
Evaluation Criteria	Percentage
Qualifications and experience of the Firm's Project Team, including the Firm's Project Team's demonstrated expertise and subject matter expertise in providing the requested Scope of Services.	30%
Project approach of the Firm's Project Team (e.g. Relevant Public Works project experience, knowledge of the local municipal construction environment, creative ideas/innovation, cost-saving ideas, facilitating public presentations, best practices in public building spaces, etc.)	35%
Project costs.	35%

VI. ADMINISTRATIVE GUIDANCE

The information provided herein is intended to assist Firms in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide interested Firms with sufficient basic information to submit proposals meeting minimum requirements but is not intended to limit a proposal's content or to exclude any relevant or essential data therefrom. Firms are at liberty and are encouraged to expand upon the specifications to give additional evidence of their ability to provide the services requested in this RFP.

VII. ISSUING OFFICE AND RFP REFERENCE NUMBER

The American Fork Development Services Department is the issuing office for this RFP and all subsequent addenda. The reference number for this RFP is AF20260001. This number must be referenced on all proposals, correspondence, and documentation relating to this RFP. During the RFP process, the Procurement Officer is the sole source of official information. All other communications, both spoken and written, which are received by any representative of the Firm from other sources (such as employees in other departments) should be confirmed by the Firm with the representative as being true and accurate before incorporating such information into their response. This refers to both formal and informal conversations and communications.

Contact: Sam Kelly, Public Works Director

275 East 200 North
American Fork,
Utah, 84003
skelly@americanfork.gov
(385) 265-4155

VIII. SUBMISSION OF PROPOSAL

Proposal RFP documents will be available online on March 26, 2026, at <https://utah.bonfirehub.com/portal> (select Open Public Opportunities > click the search bar > enter “American Fork” > select the Public Works Facility project.) Sealed proposals will then be accepted online until April 22, 2026, at 2:00 PM. Proposals submitted after this deadline will be rejected.

Failure to provide a response to items indicated in this RFP will be interpreted by the City as an inability by the Firm to provide the requested service.

IX. INQUIRIES

Questions arising subsequent to the issuance of this RFP shall be submitted in writing through the State of Utah’s online procurement portal. Questions and answers will be consolidated and provided to all Firms on record of receiving this RFP. All inquiries must be submitted by the close of business (6:00 PM MST) on April 7, 2026. Questions submitted after the deadline will not be addressed.

X. RESPONDENT’S RESPONSIBILITY FOR PROPOSAL COSTS

The City is not liable for any cost incurred by Firms associated with the preparation of the proposal or the negotiation of a contract for services prior to the issuance of the contract.

XI. EVALUATION OF PROPOSALS

The City may award a contract based on initial proposals received without discussion of such proposals with the Firm. Accordingly, each initial proposal should be submitted with the most favorable price and service available.

XII. ORAL PRESENTATION

The City may require an oral presentation by Firms to supplement a proposal. The presentations, if required, shall be scheduled by Sam Kelly, Public Works Director, after the proposals have been received and prior to the award of the contract.

XIII. AWARD OF THE CONTRACT

Upon completion of the evaluation process, the City may negotiate with and award the contract to the Firm whose proposal is determined to be most advantageous to the City. The parties must execute the contract prior to the commencement of performance. The contract will incorporate the provisions of this RFP (including any addenda) and other terms negotiated by the parties. By submitting a signed proposal, the Firm agrees to the provisions of the contract described herein.

XIV. PROTECTED INFORMATION

Under the Government Records Access and Management Act, Section 63G-2-101 et seq., Utah Code Ann. (1993 and supp. 1996), as amended ("GRAMA"), certain information in the proposal submitted may be open for public inspection. If the Firm desires to have information contained in its proposal protected from such disclosure, the Firm may request such treatment by providing a "written claim of business confidentiality and a concise statement of reasons supporting the claim of business confidentiality" with the proposal (GRAMA, Section 63G-2-309). Pricing elements of any proposal will not be considered protected. All material contained in and/or submitted with the proposal becomes the Owner's property and may be returned only at the Owner's option. A business confidentiality claim form is available on the Utah State Records Committee website:

<http://archives.utah.gov/recordsmanagement/forms/GRAMA-business-confidentiality.pdf>

XV. ADDENDUM TO RFP

In the event that it becomes necessary to review this RFP in whole or in part, an addendum will be provided to all Firms on record as having received this RFP through the State of Utah's online procurement portal.

XVI. AUTHORIZED REPRESENTATIVES

The RFP must contain the signature of a duly authorized officer, or agent of the Firm's company empowered with the right to bind the Firm for the amounts estimated and terms proposed. The Firm must also provide evidence of the authority of the officer or agent to bind the Firm. The owner shall have the option to change the Firm's contact person if it is in the best interest of the Owner.

Include this information within the "Letter of Transmittal", which will be tabbed section "1" of a successful proposal.

XVII. ANTI-COLLUSION

The submission of a proposal constitutes agreement that the Firm has not divulged its proposal to, or conspired with, any other Firm or party to a proposal whatsoever.

XVIII. RESTRICTIONS

All proposals must clearly set forth any restrictions or provisions deemed necessary by the Firm to effectively service the proposed Contract.

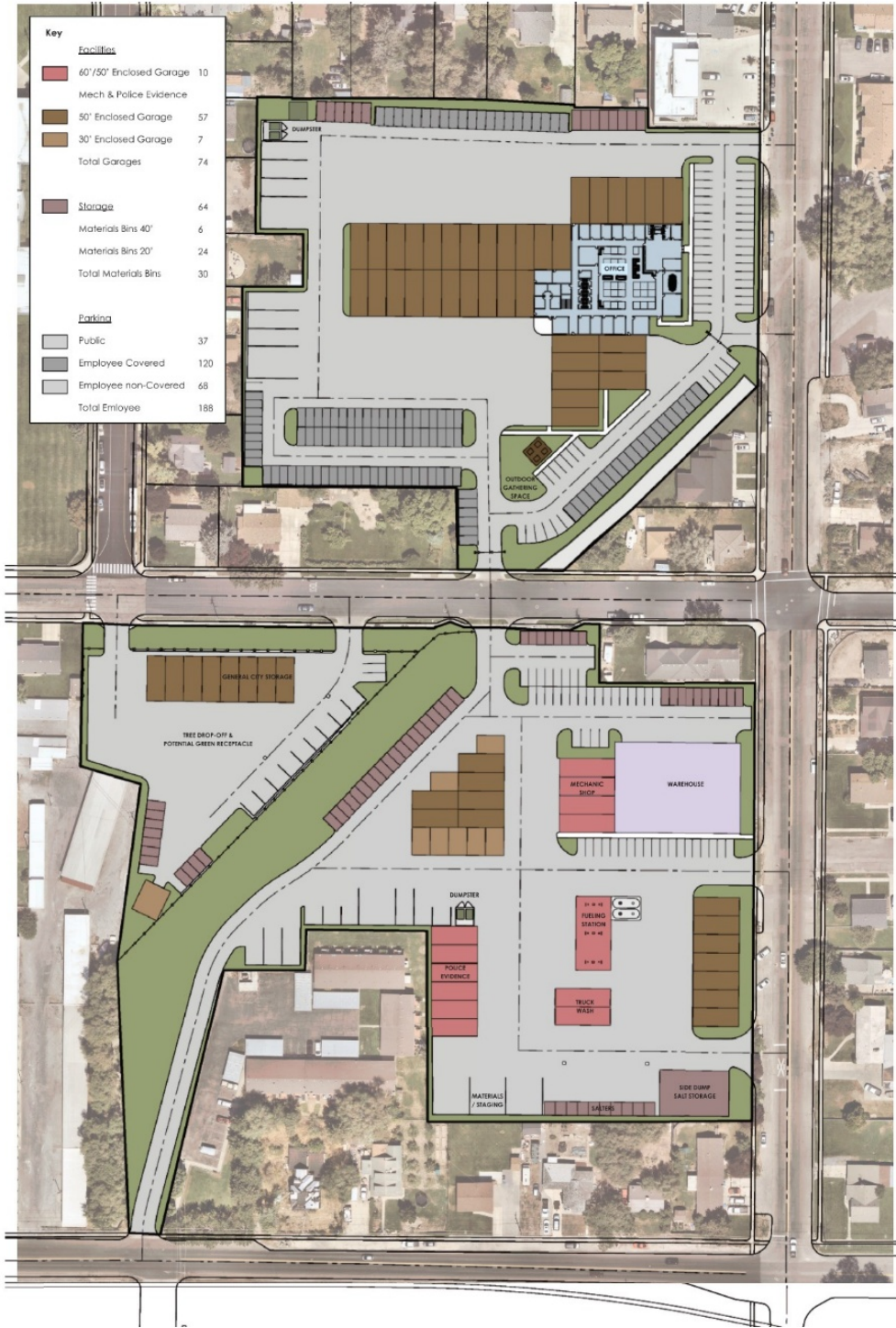
XIX. RIGHT TO REJECT

The City reserves the right to reject any or all proposals and to waive any informality or technicality in any proposal in the interest of the City.

Exhibit A

American Fork Public Works

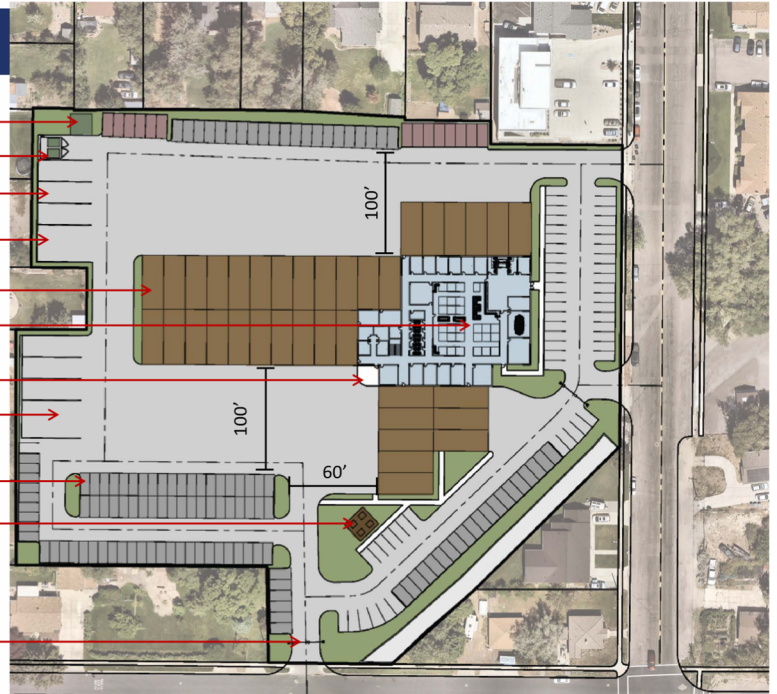
SITE PLAN | Preferred Concept
American Fork, Utah
May 2025



Attachment: AF Public Works Architect RFP (1) (Award of Architectural services)

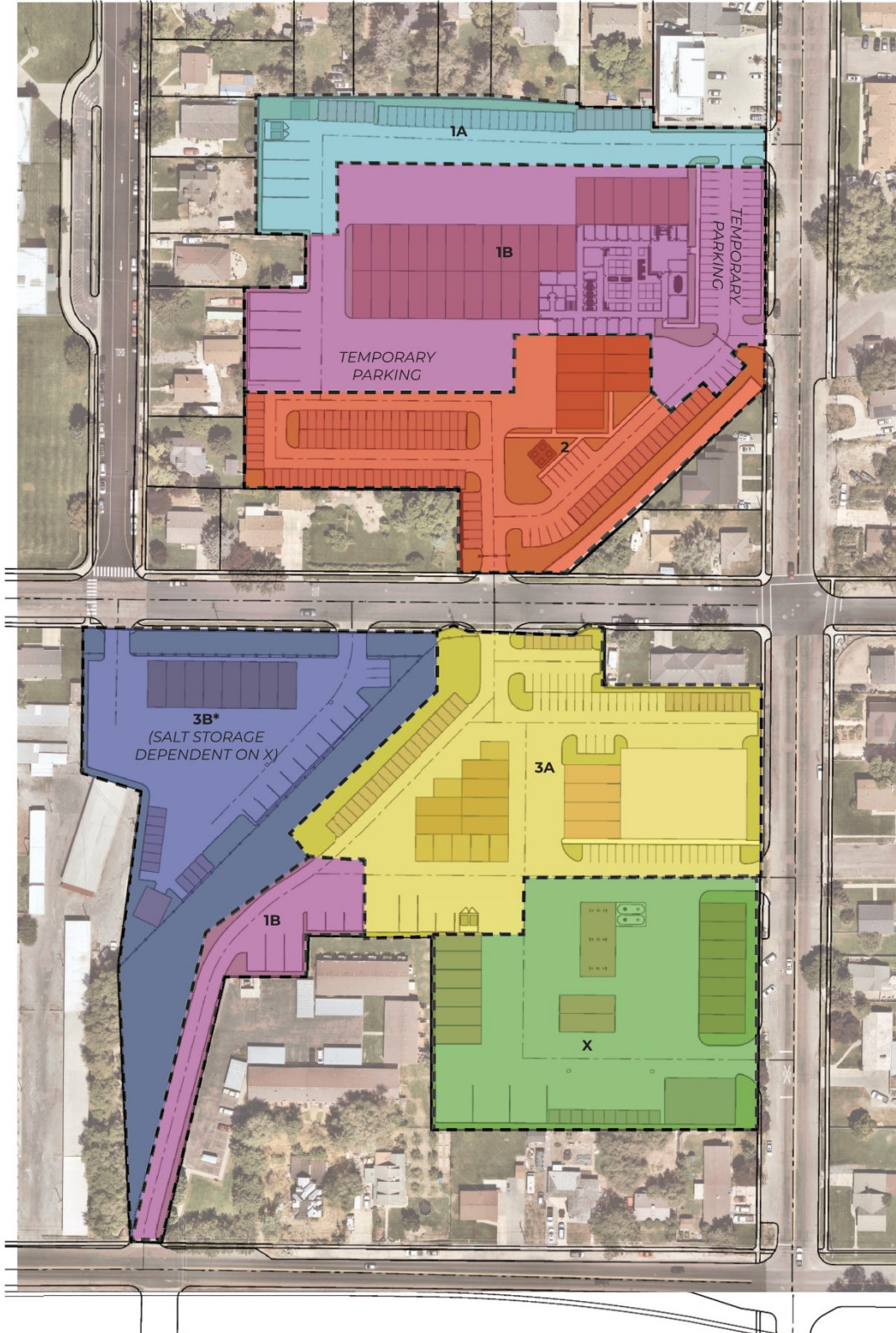
PREFERRED CONCEPT NORTH

- 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)



American Fork Public Works

SITE PLAN | Preferred Concept
American Fork, Utah
May 2025



PW Architect Scoring Summary

Method Studio	Place Collaborative	Think Architecture	WPA Architecture	
53	70	85	83	
85	87	87	93	
72.5	70	75	82.5	
82	75	81	75	
76	75	68	62	
73.7	75.4	79.2	79.1	Average total

AMERICAN FORK

Request for Qualification
2026 Public Works

04.22.202

Central Utah Water Conservancy District
Operations Building**Submitted By:**

WPA Architecture | 1535 North Freedom Blvd., Suite 360 | Provo, Utah 84604

Attachment: WPA Architecture proposal and cost estimate (Award of Architectural services)

letter of transmittal



Springville C
Electric Operations Buildi

Attachment: WPA Architecture proposal and cost estimate (Award of Architectural services)

section



04.22.2026

Mr. Sam Kelly
Public Works Director
American Fork
275 East 200 North
American Fork, Utah 84003

RE: 2026 Public Works Campus

Dear Mr. Kelly & Selection Committee:

American Fork is a growing community that is an example of the heart and soul of the Utah landscape. With changes like the continued growth of commercial and residential development within the city, greater opportunities are happening in the community, which will require an increase in the facilities needed to meet the needs of your citizens. WPA Architecture and our team of consultants are excited about the opportunity to support you in this expansion of your public works facilities.

Experience and Qualifications of Consultant Team | WPA Architecture, PC as the prime design firm, is excited to be able to work with team of consultants that have been organized to support American Fork in providing for the needs of its residents. WPA was founded in 1994 and has been in continual operation in Provo since its founding. Our staff of eight employees are dedicated architectural experts that focuses on supporting municipalities like yours in serving their citizens. **Led by principals Bruce Fallon, AIA (Project Architect) and Dave Edwards, AIA (Project Manager)**, American Fork will have experienced leadership and management for your new shop facilities. Supporting WPA, we have assembled the following team of consultants:

- **Ellsworth Paulsen Construction (EP)** - Serving as our **cost estimate expert**, EP will support the city in their need to balance cost and long-term maintenance. They are located at 17 North 100 West in Lehi, Utah.
- **Excel Engineering (EE)** - As our **civil engineer**, David will ensure that the elements outside of the building will drain properly, provide utility services and ensure site accessibility. They are located at 12 West 100 North, Suite 201C in American Fork, Utah 84003.
- **Dynamic Structures** - For more than 20 years, Dynamic is our go to **structural engineering firm** because of their amazing documents, customer service and creative solutions. They are located in Orem at 744 South 400 East.
- **Royal Engineering** - Providing both **mechanical and electrical engineering** services means Royal provides coordinated and clear documents meeting your HVAC, plumbing and electrical needs for the public works facilities. They are located in Provo at 1837 South East Bay Blvd. 801.375.2228.

References | We invite you to reach out to our references, as we feel they speak better to this than we can within these few pages.

We invite you to review our qualifications to work with the city on this important project, and look forward to the continued conversations with you.

Sincerely,

Bruce T. Fallon, AIA
President | Principal
WPA Architecture, PC
1535 North Freedom Blvd., Suite 360
Provo, Utah 84604
O | 801.374.0800

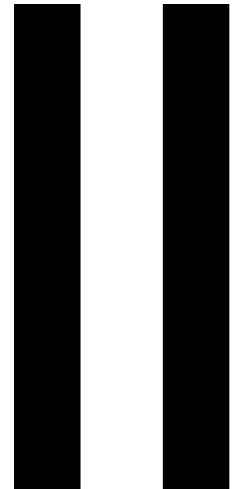
Attachment: WPA Architecture proposal and cost estimate (Award of Architectural services)

executive summary



Santaquin C
Public Works Building

section



Attachment: WPA Architecture proposal and cost estimate (Award of Architectural services)

EXECUTIVE SUMMARY

American Fork continues to experience steady growth, creating increased demand for efficient, well-planned public works facilities that support both current operations and future needs. WPA Architecture is uniquely positioned to assist the City in this effort, bringing decades of experience designing municipal facilities that prioritize functionality, durability, and responsible use of public funds.

Founded in 1994 and based in Provo, WPA Architecture has built a strong reputation for serving municipalities throughout Utah. Our team understands the critical role public works facilities play in supporting essential city services and approaches each project with a focus on operational efficiency, long-term value, and responsiveness to community needs.

Our approach is rooted in collaboration and leadership. Led by principals Bruce Fallon, AIA, and Dave Edwards, AIA, our team remains actively involved throughout the project, ensuring continuity and accountability. We engage stakeholders early through a structured programming process to clearly define operational requirements, followed by a design process that evaluates site conditions, building functionality, and long-term performance. Using tools ranging from conceptual diagrams to advanced BIM modeling, we develop solutions that are both practical and forward-thinking.

WPA has assembled a highly experienced consultant team to support this project, including civil, structural, mechanical, electrical, and cost estimating professionals with extensive municipal project experience. This integrated team approach ensures coordination, accuracy, and cost control from planning through construction.

We recognize the importance of maintaining ongoing operations during construction and will work closely with City staff to develop phased construction and site logistics strategies that minimize disruption while maintaining safe and accessible facilities.

Our portfolio includes numerous public works facilities, city halls, and municipal buildings across the region, such as the Springville Electric Operations Building and the Santaquin Public Works Facility. These projects demonstrate our ability to deliver efficient, durable, and cost-effective solutions tailored to the needs of each community.

Ultimately, WPA Architecture is committed to delivering a facility that supports American Fork's mission to serve its residents—providing a functional, adaptable, and lasting investment for the City. We value the opportunity to partner with American Fork and contribute to the continued success of its public infrastructure.



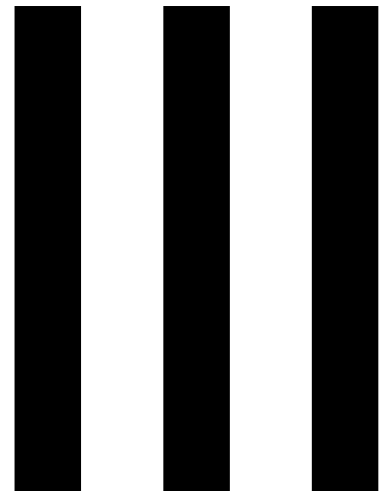
detailed discussion



Central Utah Water Conservancy Distr
Operations Buildi

Attachment: WPA Architecture proposal and cost estimate (Award of Architectural services)

section



ORGANIZATIONAL CHART



AMERICAN FORK

Sam Kelly
Public Works Director

WPA | architecture

Principal-in-Charge | Project Architect

Bruce T. Fallon, AIA, LEED AP

Principal | Project Manager

Dave Edwards, AIA

Job Captain

Dylan Hare

Ellsworth Paulsen

Cost Estimating

Nathan Ellsworth, P.E.

Excel Engineering

Survey & Civil Engineering

David Peterson, P.E.

Dynamic Structures

Structural Engineer

Jay Adams, S.E.

Royal Engineering

Mechanical Engineer

Chris Falsle

Royal Engineering

Electrical Engineer

Dexton Graves

Blu Line Designs

Landscape Architect

Brent Potter

Attachment: WPA Architecture proposal and cost estimate (Award of Architectural services)

consultant team | planning + programming phase

COST ESTIMATOR

Nathan Ellsworth, PE

*Ellsworth Paulsen Construction
Lehi, Utah*

Experience as a laborer, carpenter, superintendent, foreman, and project manager, with over 36 years of industry experience, Nathan has provided estimating on projects ranging from \$500,000 to \$80,000,000.

Related Projects:

- Ephraim City Hall
- Santaquin City Hall
- Santaquin Public Works
- Provo City Fleet Building
- Mapleton City Public Works
- Heber City Public Works
- UDOT

MECHANICAL ENGINEER

Chris Falslev

*Royal Engineering
Provo, Utah*

Royal Engineering provides service in all three disciplines, making it attractive to work with one firm for MEP. In addition to electrical, mechanical, & plumbing design, the company has also performed energy conservation and feasibility studies for various clients.

Related Projects:

- Vineyard City Public Works
- Clearfield Public Works Shop
- Spanish Fork Facilities Shop
- Saratoga Springs Public Works Shop Addition
- Provo Regional Sports Park

CIVIL ENGINEER

David Peterson, PE

*Excel Engineering
American Fork, Utah*

Excel Engineering was founded in 2000, the firm specializes in municipal, commercial and residential development. Services focus on meeting client needs, providing efficient and clear design plans, completing project designs on-time and obtaining project approvals.

Related Projects:

- Santaquin City Hall
- Central Valley Medical Center
- CUWCD Operations Bldg.
- Santaquin Public Works
- Springville Electric

ELECTRICAL ENGINEER

Dexon Graves

*Royal Engineering
Provo, Utah*

Royal Engineering works with a broad range of clients including local municipalities, state, federal county and school district entities. In addition to electrical, mechanical, & plumbing design, the company has also performed energy conservation and feasibility studies for various clients.

Related Projects:

- Clearfield Public Works Shop
- Spanish Fork Parks & Rec Department Office Remodel
- Spanish Fork Facilities Shop
- Cedar City Office Building

STRUCTURAL ENGINEER

Jay Adams, SE

*Dynamic Structures
Provo, Utah*

Dynamic Structures provides engineering for a wide variety of structures. They have provided structural design for many municipal buildings throughout the state. Jay and his team of project engineers, CAD operators and administrative staff will ensure structural success for Mapleton City.

Related Projects:

- CUWCD Maintenance Bldg.
- Spanish Fork City Shop
- Springville Electric
- Mapleton City Parks Shop
- Central Valley Medical

LANDSCAPE ARCHITECT

Brent Potter

*Blū Line Designs
Sandy, Utah*

With over 15 years of experience, Brent works with numerous cities throughout Utah on municipal projects that create value for citizens. He is a valued project manager who works well within the team that has been assembled for Ephraim City.

Related Projects:

- Ephraim Crossing Master Plan
- Farmington Ivy Acres Park
- Orem Hillcrest Park
- Sandy Canal Trail Expansion
- Quail Orchard Park

Experience of Team Collaboration

WPA Architecture organized the team for the American Fork Public Works Improvements based on the experience of each team member on similar projects to what the city has proposed as well as our experience working together on other, similar projects. Below is a sample of the different opportunities the team has collaborated together to meet the needs of municipalities like American Fork.

Project Name	Excel	Dynamic	Royal	Blu Line
Central Utah Water Conservancy District Operations Bldg.	X	X		X
Mapleton City Parks & Rec Shop Feasibility		X	X	
Spanish Fork City Facilities Shop			X	
Provo City Power Feasibility Study	X	X	X	
Santaquin City Public Works Building	X			
Spanish Fork City Shop Addition		X	X	
Springville City Electric Operations Center	X	X	X	
Santaquin City Hall		X		
Farmington City Ivy Acres Park		X		X
Lehi City Family Park		X		X
CSB Nutrition Addition & Master Plan	X		X	
Boswell Wasatch Storage Building		X	X	
Professional Plumbing Shop Building	X	X	X	
Central Valley Medical Center Phase V Addition & Remodel	X	X		X
Central Valley Medical Center Santaquin Clinic - Phases I & II	X	X		
American Fork City Public Works Storage Building			X	
Provo Regional Sports Park Maintenance Building		X	X	
Rocky Ridge Town Hall			X	
Rocky Ridge Fire Station			X	



Attachment: WPA Architecture proposal and cost estimate (Award of Architectural services)

past work + references



SPRINGVILLE ELECTRIC OPERATIONS BUILDING

Springville City
Springville, Utah

Construction Costs | \$2,500,000

Size | 19,225 sq. ft.

Date Completed | August 2011

Reference

Leon Frederickson | Electric Department Director
801.489.2752 | lfredrickson@springville.org

WPA worked with the city to define functional and operational needs, consolidating city operations. An economical and durable design solution respects public funds used to construct the operations facility. Offices and training areas at the front of the building feature a lower roof and windows to look like an office building. The higher, flat roof of the warehouse area and repair shop make up the center core. The roof of the large vehicle bay is supported by a curved bowstring truss. High windows provide natural light for employees who care for and maintain department vehicles.



SANTAQUIN CITY HALL

Santaquin City
Santaquin, Utah

Construction Costs | Not Disclosed

Size | 48,000 sq. ft.

Date Completed | September 2023

Reference

Norm Beagley | City Manager
801.754.1925 | NBeagley@santaquin.org

WPA designed a new City Hall building located on the existing civic campus. This facility includes administrative offices, multi-purpose meeting rooms, and city council chambers. In providing the program and design elements, the building provides space for future expansion. A traditional architectural style was used to meet the city's desired image and to tie to the context of the new building. This facility centralizes city functions for elected officials and city staff, to assist in collaboration and coordination between them, as well as making resident interaction more accessible.



past work + references



SPANISH FORK BUILDINGS & GROUNDS SHOP

Spanish Fork City

Spanish Fork, Utah

Construction Costs | \$2,260,427

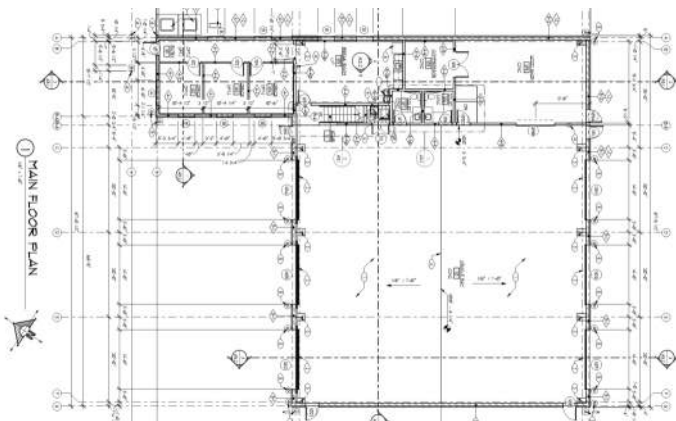
Size | 7,463 sq. ft.

Date Completed | May 2024

Reference

Matt Romero | Engineering Project Manager
801.372.5314 | mromero@spanishfork.org

Our work with Spanish Fork City began in 2019 with a proposed shop building on a completely different site and after several studies, a new location at the fairgrounds was selected. A three-bay shop with mezzanine storage, wood shop, break room and offices allows for a consolidated location for city facilities staff to maintain city buildings for many years to come. Outdoor storage areas also expanded the capacity of the city staff to meet long term needs.



SANTAQUIN CITY PUBLIC WORKS FACILITY

Santaquin City

Santaquin, Utah

Construction Costs | \$2,238,580

Size | 13,600 sq. ft. plus 2,400 sq. ft. mezzanine

Date Completed | May 2016

Reference

Norm Beagley | City Manager
801.754.1925 | NBeagley@santaquin.org

The Public Works and Utilities Department provides services and support to approximately 14,000 residents. The pre-engineered metal building and support structures are multi-functional to enable city staff to more efficiently support multiple public services.

Administrative spaces provide office areas for staff to coordinate and plan. Large vehicles and equipment are serviced in the bay with a bridge crane to increase efficiency of on-site maintenance tasks. Mezzanine and a separate storage building optimizes on-site storage. Dump trucks and snowplows can queue and unload at the 1,200 sq. ft. salt storage structure.



References

WPA Architecture values the long-term relationships we have with our clients. We understand the fundamental challenges facing municipalities, balancing the needs of citizens with maintenance and performance of the buildings used by the city to meet those citizen needs. The following clients are excellent references that will verify our high quality and service standards.

Norm Beagley | City Manager Santaquin City

nbeagley@santaquin.org

Referenced Project

Name of Project: Santaquin City Hall

Location of Project: Santaquin, Utah

Project Budget: Undisclosed

Timeline and Date of Completion:

Design: August 2020 - September 2021

Construction: September 2021 - 2023

Other Related Projects:

Santaquin Public Works

Santaquin Recreation Center Feasibility Study

Santaquin Recreation Center

Santaquin Harvest View Park Restroom & Concessions

Matt Romero | Engineering Project Manager Spanish Fork City

mromero@spanishfork.org

Referenced Project

Name of Project: Buildings and Grounds Shop

Location of Project: Spanish Fork, Utah

Project Budget: \$2,260,000.00

Timeline and Date of Completion:

Design: March 2022 - May 2023

Construction: October 2023 - May 2024

Other Related Projects:

Spanish Fork Parks & Recreation Office Remodel

Spanish Fork Truck Maintenance Facility Feasibility

Spanish Fork Maintenance Shop Addition

Spanish Fork Public Works Building

Spanish Fork All-Abilities Park

Spanish Fork City Hall

Kirk Beecher, PE | Lands Project Manager Central Utah Conservancy District

kirk@cuwcd.com

Referenced Project

Name of Project: CUWCD Master Plan

Location of Project: Orem, Utah

Project Budget: Feasibility Study

Timeline and Date of Completion:

Design: May 2016 - May 2017

Construction: n/a

Other Related Projects:

CUWCD Lobby Remodel

CUWCD Operations & Maintenance Building

CUWCD District HQ Phase I Office Remodel

CUWCD District HQ Phase II Maintenance Shop

Ryan Clark | Assistant City Manager City of Orem

rclark@orem.org

Referenced Project

Name of Project: Orem Hillcrest Park

Location of Project: Orem, Utah

Project Budget: \$11,500,000.00

Timeline and Date of Completion:

Design: February 2022 - October 2023

Construction: October 2023 - May 2024

Other Related Projects:

Orem City Public Safety Remodel

Orem City Fire Station Remodel

BRUCE T. FALLON, AIA

Principal in Charge | PA
WPA Architecture

Years of Experience | 27

Licenses

Utah: 04-5403169-0301
California: C29,384

Education

M.S., Architecture | NewSchool of Arch. | 2000
B.S., Arch'l Studies | University of Utah | 1998

Related Projects

Mapleton City Parks & Rec Shop Study*
Spanish Fork City Facilities Shop*
Spanish Fork City Parks & Rec Office Remodel*
CUWCD Master Plan & Feasibility Study*
CUWCD Operations & Maintenance Building*
Spanish Fork Truck Maintenance Bldg. Study
Provo City Water Reclamation Ops Bldg. *
Millcreek Common Adventure Hub*

*Project Architect Experience

**DAVE EDWARDS, AIA**

Principal | PM
WPA Architecture

Years of Experience | 20

Licenses

Utah: 12627957-0301

Education

M.S., Architecture | University of Utah | 2009
B.A., Architecture | University of Michigan | 2004

Related Projects

Santaquin City Hall*
CUWCD Operations & Maintenance Building*
CUWCD District HQ Phase I Office Remodel*
CUWCD District HQ Phase II Maintenance Shop*
Spanish Fork Maintenance Shop Addition
Solitude Ski Resort Ski Support Sprung Structure*
Sundance Ski Resort Guest Services Building*
Sundance Ski Resort Vehicle Maintenance Bldg.*

*Project Manager Experience

**DYLAN HARE**

Project Manager
WPA Architecture

Years of Experience | 10

Licenses

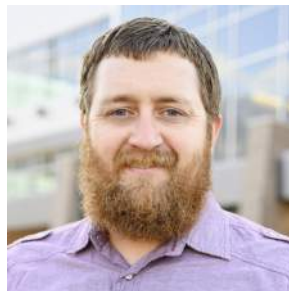
ARE In Process

Education

B. Architecture | Utah Valley University | 2023
A.A.S. Drafting | Utah Valley University | 2017

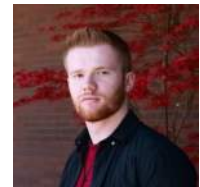
Related Projects

Santaquin City Hall
Pleasant Grove Public Works Feasibility Study
CUWCD Operations & Maintenance Building
CVMC Phase V Expansion & Remodel
CVMC Fountain Green Expansion & Remodel
CVMC Santaquin Clinic
Millcreek Common Adventure Hub
Solitude Ski Resort Ski Support Sprung Structure
Sundance Ski Resort Guest Services Building
Sundance Ski Resort Vehicle Maintenance Sprung

**ISAIAH RAWLINS**

Architectural Technician
WPA Architecture

Years of Experience | 7

**HAZEL KYNASTON**

Architectural Technician
WPA Architecture

Years of Experience | 3

**ARTURO VAZQUEZ**

Architectural Technician
WPA Architecture

Years of Experience | 3

KILLIAN POULTER

Architectural Technician
WPA Architecture

Years of Experience | 3

Schedule + Deliverables

WPA Architecture organizes our design and document schedule with a series of regular design meetings held with you and your key staff that will be using the public works facility. Each meeting starts with a review of the project schedule (see sample agenda below) to ensure that all involved are clear on the timeline and upcoming project meetings. Once the program of the building is confirmed, a detailed schedule will be created that lays out the various elements of the project that will need input and direction from you for the creation of the building and spaces that will be used by you and your staff (see sample schedule below). Based on this process, we anticipate the schedule below for the design and documentation needed for your expanded and remodeled public works facility:



Utah Division of
Facilities Construction
and Management



WPA
ARCHITECTURE

wpa-architecture.com

DESIGN MEETING #03 | AGENDA + MINUTES

Provo Regional Center | Building-Wide Upgrades
DCFM Project #23029310
Date: 8 May 2024 | 8:00 AM

Meeting Attendance:

DCFM	Design Team	Construction Team
Lynne Hone	Shawn Anderson	General Contractor
Provo Regional Center - AFSP	Kevin Hone	
Shawn Anderson	Shawn Anderson	
Kevin Hone	Shawn Anderson	
Troy Johnson	Shawn Anderson	
Denise Sampson	Shawn Anderson	
Provo Regional Center - Facilities	Shawn Anderson	
Chad Browning	Shawn Anderson	
Eden Rappleye	Shawn Anderson	

AGENDA

- WELCOME
- ELECTRICAL REVIEW
- MEETING ADJOURN (9:30 AM)

Project Schedule:

Date:	Purpose/Milestone:	Notes:
02-20-2024	Kick-Off Meeting - Start Programming Phase	
05-01-2024	Review Reflected Ceiling Plan & Closets, Doors/Door Hardware	
05-08-2024	Electrical Review #1	
05-15-2024	Mechanical Review #1	
05-22-2024	Interior Elevations & Finishes	
05-29-2024	Electrical Review #2	
06-05-2024	Mechanical Review #2	
06-12-2024	Exterior Elevations & Window Details	
06-19-2024	Overall Design Review	

Page 1 of 3 | 1505 North Freedom Blvd., Suite 300 | Provo, Utah 84604 | 801.374.0850 | info@wpa-architecture.com

Provo MTECH Phase V Renovation

Design Schedule - 18 Weeks

06.17.2024

Phase Description	Begin Date	End Date	5	12	19	26	2	9	16	23	30	7	14	21	28	4	11	18	25	2	9	16	23	30	6	13	20	27
Notice to Proceed / Approval of WPA	08.05.2024																											
Kick-Off / Design Meeting #1	08.07.2024																											
Design Meeting #2 Program Review & Confirmation	08.14.2024																											
Design Meeting #3 Program Review & Confirmation	08.21.2024																											
Schematic Design Phase	08.28.2024	09.11.2024																										
Design Meeting #4 Floor Plan Review #1	08.28.2024																											
Design Meeting #5 Floor Plan Review #3 + Interior Elevations	09.04.2024																											
Design Development Phase	09.11.2024	10.16.2024																										
Design Meeting #6 Ceilings & Construction Type	09.11.2024																											
Design Meeting #7 Mechanical Review #1	09.18.2024																											
Design Meeting #8 Interior Elevations + Finishes	09.25.2024																											
Design Meeting #9 Electrical Review #1	10.02.2024																											
Design Meeting #10 Doors, Windows + Door Hardware	10.09.2024																											
Construction Document Phase	10.16.2024	12.04.2024																										
Design Meeting #11 Floor Plan + Ceiling Plan	10.16.2024																											
Design Meeting #12 Mechanical Review #2	10.23.2024																											
Design Meeting #13 Interior Elevations + Finishes	10.30.2024																											
Design Meeting #14 Electrical Review #2	11.06.2024																											
Design Meeting #15 Details (Doors, Windows, Ceiling, Interiors)	11.13.2024																											
Design Meeting #16 Final Design Review	11.20.2024																											
Submit CD Package for Permit Review	11.25.2024																											
Design Meeting #17 Quality Control Review	11.27.2024																											
Design Meeting #18 Final Review + CD Approval	12.04.2024																											
Receive Permit Review Comments	12.09.2024																											
Respond to Permit Review Comments	12.14.2024																											
Receive Permit Approval	12.22.2024																											
Begin Bidding Phase	12.22.2024																											
Complete Bidding Phase	01.19.2025																											

SCOPE - DELIVERY SCHEDULE and TIMELINE

Planning / Programming Phase

Based on the scope of work outlined in the RFP, we propose the following time-line for each task:

I. City Council Approval	05.19.2026	
II. Program Confirmation (2 weeks)	Start: 05.21.2026	Finish: 06.04.2026
III. Schematic Design (4 weeks)	Start: 06.05.2026	Finish: 07.03.2026
IV. Design Development (5 weeks)	Start: 07.06.2026	Finish: 08.10.2026
V. Construction Documents (7 weeks)	Start: 08.11.2026	Finish: 09.29.2026
VI. Bidding & Negotiations (2 weeks)	Start: 09.30.2026	Finish: 10.14.2026
VII. City Council Approval of Contract	10.20.2026	
VIII. Construction Phase (TBD)	Start: 10.21.2026	

PROPOSED PROJECT APPROACH

WPA Architecture's approach is centered on strong leadership, proactive management, and a collaborative design process that aligns with the City's goals, budget, and operational needs. Our team is fully engaged from the outset and remains consistent throughout the project, ensuring continuity, accountability, and responsiveness.

We begin with program development, listening carefully to understand operational needs, site constraints, and long-term objectives. This process establishes the foundation for all design decisions. From there, we evaluate the building–site relationship, analyzing access, circulation, environmental factors, solar orientation, and opportunities to enhance functionality and user experience.

Concept development begins with bubble diagrams and conceptual layouts, allowing us to quickly explore spatial relationships and operational efficiencies. These evolve into more refined plans supported by 3D modeling and Building Information Modeling (BIM) tools, enabling stakeholders to clearly visualize the project early in the process.

Our approach is tailored to American Fork's decision-making structure, ensuring effective communication, timely input, and alignment with City processes. We work within the City's defined scope and criteria, continuously validating design solutions for quality, cost control, and constructibility.

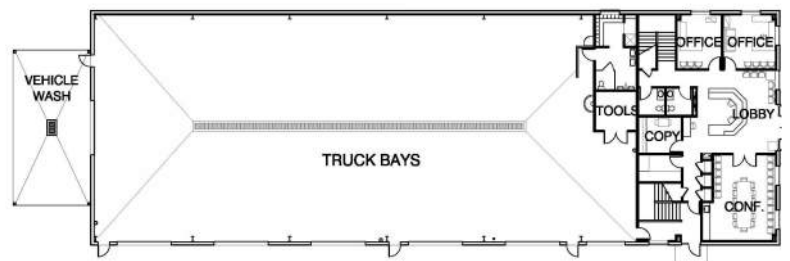


A key strength of our process is early identification and resolution of potential conflicts, minimizing delays and maintaining project momentum. This is supported by rigorous documentation practices, including clearly defined action items, responsibilities, and decision tracking.

Quality control is achieved through a multi-level review process, utilizing Bluebeam for internal document checks and coordination with consultants. This ensures accuracy, consistency, and integration across all disciplines.

We recognize that maintaining operations during construction is critical for public works facilities. Our team incorporates phased construction strategies, site logistics planning, and clear coordination with City staff to maintain access to surrounding buildings and minimize disruption to ongoing operations.

Our design approach is client-driven rather than style-driven, resulting in solutions that reflect the City's goals, operational needs, and community identity. Sustainability is integrated early through site-responsive design, improving building performance, energy efficiency, and long-term operational value.



LOCAL KNOWLEDGE

WPA Architecture brings extensive knowledge of Utah County and surrounding communities, supported by our long-standing presence in Provo since 1994. Our team lives and works locally, providing a strong understanding of regional development patterns, municipal processes, and community expectations.

We are experienced in navigating local approval processes, including coordination with Development Review Committees and multiple city departments. This familiarity allows us to anticipate requirements, streamline approvals, and reduce delays during design and permitting.

Our work with municipalities throughout the region—including American Fork, Provo, Orem, Lehi, Pleasant Grove, Highland, Spanish Fork, Payson, Santaquin, and Springville—has given us insight into the operational and cultural priorities of local governments. We understand the importance of balancing the needs of city staff, elected officials, and residents in the planning and design process.

Our local experience also informs our understanding of site-specific considerations, including:

- **Site access and circulation for municipal operations**
- **Equipment maneuverability and yard layout efficiency**
- **Environmental factors such as sun orientation and natural features**
- **Utility coordination and infrastructure requirements**
- **Long-term maintenance and durability expectations**

Because our team is based within minutes of the project site, we are able to remain highly responsive and engaged, providing timely coordination, site visits, and ongoing support throughout the project.

We also understand the importance of public involvement and political processes in municipal projects. Our team is experienced in working with city councils, participating in public meetings, and incorporating stakeholder input into the design in a constructive and efficient manner.

PUBLIC PROJECT EXPERIENCE

WPA Architecture has extensive experience delivering public projects funded by taxpayer dollar with a strong emphasis on accountability, efficiency and long-term value. Our portfolio includes public works facilities, city halls, administration buildings, community centers, and education facilities.

Public works facilities, in particular, require a deep understanding of complex operational needs. These buildings often serve multiple functions, including administration, maintenance, equipment storage, and vehicle servicing. Our experience allows us to design facilities that prioritize functional adjacency, operational efficiency, and long-term adaptability.

Key considerations we incorporate into these projects include:

- **Efficient layout of maintenance bays and work areas**
- **Equipment circulation and yard organization**
- **Ventilation and exhaust systems for vehicle maintenance**
- **Integration of utilities such as water, air, and power for operations**
- **Durable materials and systems to support long-term use**

Our collaborative approach brings together owners, users, consultants, and city staff to ensure that all perspectives are considered. We emphasize clear communication and active client involvement, recognizing that successful public projects depend on transparency and shared decision-making.

We also understand the broader context of public projects, including the need to work with elected officials and engage with the community. Our team experienced in presenting to city councils, participating in work sessions, and helping guide projects through public review processes.

WPA has built long-term relationships with municipalities across the region by consistently delivering projects that balance design quality with responsible use of public funds. Our work has been recognized for excellence, including the AIA Central Utah Honor Award for the Springville Electric Operations Center.

Ultimately, our experience allows us to deliver facilities that not only meet immediate operational needs but also provide lasting value to the community—supporting the essential services that cities provide to their residents.

cost proposal



Spanish Fork C
Public Works Additi

Attachment: WPA Architecture proposal and cost estimate (Award of Architectural services)

section IV

WPA Architecture is pleased to submit this Fee Proposal to prepare design and construction documents for the American Fork Public Works project.

WPA proposes to be compensated for services provided according to the following:

Architectural Design: Preparation of design and construction documents.
Fee includes assistance through the bidding and construction phase. **\$353,940.00**

Branding and Wayfinding (3%)	\$10,618.20
Interior and Furniture Design (10%)	\$35,394.00
Signage (2%)	\$7,078.80

Civil Engineering: Preparation of design and construction documents.
Fee include assistance through the bidding and construction phase. **\$81,400.00**

Landscape Design: Preparation of design and construction documents.
Fee include assistance through the bidding and construction phase. **\$18,450.00**

Structural Design: Preparation of structural design documents. Fee also includes attending any coordination meetings, structural calculations, and assistance through the bidding and construction phases. **\$66,000.00**

Mechanical / Plumbing Design: Preparation of mechanical design documents.
Includes (5) site visits - (3) to coordinate existing utilities, and (2) during construction. **\$42,704.00**

Electrical Design: Preparation of mechanical design documents.
Includes (5) site visits - (3) to coordinate existing utilities, and (2) during construction. **\$22,220.00**

Cost Estimating: Preparation of cost estimates for the overall project as well as breakdowns of the individual buildings and site elements. Cost estimate will be prepared at 25% completion of the design phase. **\$2,000.00**

Total Estimated Fee: \$589,900.00

Payment of fees will be made monthly, based on the time and work performed. Reimbursable costs will be billed in addition to the hourly rates. If the scope of work changes considerably from what is outlined in this letter, WPA reserves the right to renegotiate a fee that is merited by such changes. Compensation for each phase of the project breaks down as follows:

Schematic Design (SD) Phase:	10%	\$58,990.00
Design Development (DD) Phase:	15%	\$88,485.00
Construction Document (CD) Phase:	50%	\$294,950.00
Bidding / Permitting Phase:	5%	\$29,495.00
Construction Administration Phase:	20%	\$117,980.00

financial reports



Springville C
Electric Operations Buildi

section

V

Attachment: WPA Architecture proposal and cost estimate (Award of Architectural services)

miscellaneous



Santaquin C
City H

Attachment: WPA Architecture proposal and cost estimate (Award of Architectural services)

section

VI

FIRM MISSION & PURPOSE

You are passionate about serving your citizens. Our passion is designing spaces that help you do just that. Our recent work with Santaquin City includes a new City Hall focused on consolidating services to better serve residents, along with a Public Works facility designed to improve collaboration and long-term efficiency. Since our founding in 1994, our focus has remained on ensuring that the needs of your “customers” are met.

STRENGTH of TEAM



Successful projects depend on both strong leadership and effective management. WPA's approach is built on seven key elements:

I. Commitment of Leadership

Bruce Fallon, AIA (Principal-in-Charge) and Dave Edwards (Principal Architect) remain actively involved throughout the project, ensuring continuity and responsiveness.

II. Unified Team Approach

The full team is engaged from day one and remains consistent throughout the project, building familiarity with goals, criteria, and stakeholders.

III. Tailored Process

We adapt to American Fork's decision-making structure, ensuring clear communication and effective stakeholder involvement.



IV. Alignment with Scope

We follow your defined criteria, goals, and preferences—continuously checking design quality and compliance.

V. Proactive Problem Solving

We identify and resolve issues early, minimizing delays and maximizing project success.

VI. Rigorous Documentation

Clear communication, tracked decisions, and defined responsibilities reduce misunderstandings and rework.

VII. Thorough Review Process

Using Bluebeam, documents undergo multi-level reviews—from production staff to project leadership—ensuring coordination, accuracy, and quality control.



Attachment: WPA Architecture proposal and cost estimate (Award of Architectural services)



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
JULY 14, 2026**

Department Community Services **Director Approval** Derric Rykert

AGENDA ITEM Review and action on the award of the contract for the landscape architectural & design of a new park on 620 South.

SUMMARY RECOMMENDATION

Staff recommends approval

BACKGROUND

The Community Services Department followed standard procurement policy by issuing a request for proposals (RFP) through the Utah Public Procurement Place (U3P).

Fourteen (14) companies provided responsive bids on the project. Blu Line Designs was the highest ranked submitter. Proposals were ranked on five (5) criteria: Proposed Pricing, Relevant Experience, Design Approach and Creativity, Qualifications / Project team, Proposed availability/schedule.

The pricing submitted from the fourteen (14) proposals ranged from \$127,485 to \$262,315. Blu Line Designs cost is \$133,520.

This contract is to design the new park that will be located on 620 South. It will provide construction documents and bidding assistance. Bid documents are estimated to be available by the end of 2026 with construction beginning Winter/Spring of 2027, funding via Park Impact Fees.

BUDGET IMPACT

The funding for the architectural and design services of \$133,520 will come from previously collected park impact fees.

SUGGESTED MOTION

Mr. Mayor I move that the City award the Landscape Architectural and Design Services for the park on 620 South to Blu Line Designs in the amount of \$133,520.

SUPPORTING DOCUMENTS

Agreement_620 South Park Landscape Architect (PDF)

620 South Scoring Summary (PDF)

Recommendation letter_Park @ 620 South (PDF)

Notice of Intent to Award_620 Landscape Architect (PDF)

NOTICE OF AWARD-620 South (PDF)
1-AF 620 South Park Proposal blu (PDF)

Attachment A

AGREEMENT FOR LANDSCAPE ARCHITECTURE SERVICES

PARK LANDSCAPE ARCHITECTURAL AND DESIGN SERVICES

This Service Agreement (hereinafter referred to as "Agreement") is entered into this 14 day of July, 2026 by and between Blu Line Designs, with its principal place of business at 8719 South Sandy Parkway, Sandy, Utah 84070 (hereinafter referred to as "Architect"), 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, Architect is engaged in the business and profession of Architect and design services; and

WHEREAS, City desires to contract with Architect for certain professional Architectural and design services for this project scope of services and payment of services being identified and agreed to in the Park Landscape Architectural Services Proposals (the "Project RFP") attached hereto as Exhibit A and as more specifically outline in this Agreement; and

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

WHEREAS, Architect has the necessary expertise and experience to perform the said Architectural and design services for City and Architect 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 Architect's Proposal are complete 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 Architect thirty (30) days' written notice in accordance with the notice provisions set forth herein. Upon receipt of such notice, Architect shall cease all Services undertaken hereunder, except as may be necessary to provide for an orderly transition of such Services.
- c. Architect 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 Architect, City shall not be obligated to make payment for any Services not completed, in full, by Architect.
- d. Upon termination of this Agreement, Architect 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 Architect shall deliver all files reports, and other materials concerning services provided, maintained or controlled by Architect, 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 Architectural and design 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 Architect's Proposal, this Agreement shall control.

3. Compensation. In consideration of the services provided to City by Architect, City shall pay Architect for services rendered in accordance with this Agreement in an amount not to exceed \$ 133,520.00 as set forth in the RFP.

4. Invoice; Payment.

a. For Services rendered hereunder, Architect shall invoice City monthly for Services provided in accordance with this Agreement. Architect shall submit monthly invoices to City showing the Services completed and the amount of compensation due. Architect 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 Architect through Automated Clearing House (ACH) payments. Architect 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 Architect 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.

5. Relationship of Parties.

Architect, its agents, and employees shall be an independent contractor performing professional and technical Architectural 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 Architect. As independent contractors, Architect, 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.

Architect shall be solely responsible for the payment of wages, salary or benefits to any and all employees or contractors retained by Architect in the performance of the Services under this Agreement. Architect agrees to indemnify, defend and hold harmless City from any and all claims that may arise from the Architect's relationship to its employees and subcontractors.

7. Standard of Performance; Licenses.

Architect 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. Architect shall perform the Services described here in accordance with the standard of care required for the performance of Architectural services. Further, Architect shall maintain all required licenses, including without limitation, all necessary professional and business licenses throughout the term of this Agreement. Architect shall require and ensure that all of Architect's employees and subcontractors maintain all required licenses, including without limitation, all necessary professional and business licenses.

8. Professional Liability Insurance.

Architect 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 service.

9. Other Insurance.

Without limiting any indemnity or other obligations of Architect hereunder, Architect shall, prior to providing Architectural 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

The general liability, umbrella, and automobile liability policies shall include provisions or endorsements naming City as an additional insured.

10. Indemnification.

Architect 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 proceeding 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 Architect (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 Architect 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 Architect; or (b) any demand, liability, claim, damage, action, and/or proceeding not related to the Services provided, or to be provided, by Architect hereunder.

11. Time is of the Essence; Liquidated Damages.

City and Architect agree that time is of the essences and that, in the case of Architect'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 damage

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 Architect hereby agrees that said sum shall be deducted from amounts due the Architect under the Agreement or, if no amount is due, Architect 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
Attn: Community Services Director
454 North Center Street
American Fork, Utah 84003
Phone: (801) 763-3023

With a copy to (which shall not constitute notice):

American Fork City Parks Superintendent
Attn: Parks Superintendent
454 North Center Street
American Fork, Utah 84003
Phone: (801) 763-3023

ARCHITECT:

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. Architect shall not use, sell, disclose or obtain any other compensation for such work for hire. In addition, Architect 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, du 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 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 shall promptly meet to negotiate in good faith such amendments as may be necessary to comply with Utah law.

19. Force Majeure.

Neither City nor Architect 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.

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 Architect 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. Architect agrees to abide by and comply with any applicable federal, state or local laws, rules, regulations or policies requiring data security and privacy.

If applicable, Architect 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 Architect to handle any personal data processed or accessed by Architect to the same extent as the City.

Architect 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 Architect 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 Architect to City to be classified as a "protected record", Architect 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 Architect to City and, if not so provided, any claim to protected record status may be deemed to have been waived and relinquished by Architect.

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.

ARCHITECT

By: _____
Its: _____
Date: _____

AMERICAN FORK CITY

Bradley J. Frost, Mayor

Date: _____

ATTEST:

City Recorder

**Landscape Architectural and Design-
Park on 620 South**

Scoring Summary

Company	Proposed Cost	Empl. #1	Empl. #2	Empl. #3	Empl. #4	Average
Blu Line Designs	\$133,520.00	98	96	93	90	94.25
Civil Science Infrastructure	\$174,500.00	94	92	89	90	91.25
J-U-B Engineers	\$139,000.00	98	91	74	89	88
Brown Design	\$132,200.00	93	89	85	81	87
MHTN Architects	\$198,960.00	93	88	65	89	83.75
Psomas	\$168,745.00	84	82	71	89	81.5
Think Architecture	\$149,800.00	95	84	73	74	81.5
PKJ Design Group	\$127,485.00	86	88	75	75	81
Bowen Collins & Assoc	\$234,834.00	86	84	67	82	79.75
Terracon Consultants	\$217,500.00	89	89	61	79	79.5
Confluence	\$205,000.00	84	84	59	88	78.75
MGB+A Sudio	\$195,240.00	87	88	52	65	73
DVDCreative	\$262,315.00	75	85	48	75	70.75
lo LandArch	\$219,445.00	80	79	58	64	70.25



American Fork City – Community Services Dept

454 N. Center Street American Fork, UT 84001

Ph: 801-763-3021

RECOMMENDATION LETTER

Date: June 25, 2026

Project Name: Park @ 620 Landscape Architectural & Design Services

Owner: American Fork City

Bidder: Blu Line Designs
8719 South Sandy Parkway
Sandy, Utah 84070

We have reviewed the fourteen (14) bids for the Park at 620 South for landscape architectural and design services. We recommend awarding the contract to Blu Line Designs. Blu Line Designs was the highest ranked submitter with a financial bid of **\$133,520**. Their submission included the required insurance and bond documentation, evidence of prior similar work, and all other requested materials. Based on our review, Blu Line Designs is qualified and appears capable of successfully completing the work requested.

American Fork City _____

OWNER

By: _____

Authorized Signature

Community Services Director _____

Title

Attachment: Recommendation letter_Park @ 620 South (Landscape architectural & design services for park at 620 South)



American Fork City – Community Services Dept.
 454 N. Center Street American Fork, UT 84003
 Ph: 801-763-3023

NOTICE OF INTENT TO AWARD

Date: June 25, 2026

Project Name: Park @ 620 Landscape Architecture & Design

Owner: American Fork City
 Bidder: Blu Line Designs
 8719 South Sandy Parkway
 Sany, Utah 84070

You are hereby notified that the City of American Fork has received your Bid dated May 21, 2026 for the above Contract. Blu Line Designs appears to be the Successful Bidder and is expected to be awarded the Contract for the Park @ 620 South Landscape Architectural and Design Services, pending City Council approval. This item is anticipated to be on the City Council agenda for July 14, 2026.

The Contract Price of the awarded Contract is \$133,520.

This letter does not constitute a promise or guarantee that City Council approval will be obtained.

 American Fork City

OWNER

By: _____

Authorized Signature

 Community Services Director

 Title

Attachment: Notice of Intent to Award_ 620 Landscape Architect (Landscape architectural & design services for park at 620 South)

NOTICE OF AWARD

TO: Blu Line Designs
8719 South Sandy Parkway
Sandy, Utah 84070

DATE: July 14, 2026

PROJECT: Landscape Architectural and Design Services for Park on 620 South

The OWNER has considered the Proposal submitted by you for the above described WORK in response to its Advertisement for Bids dated April 29, 2026, and Information for Bidders.

You are hereby notified that your Proposal has been accepted for items in the amount of \$133,520.00.

You are required by the Information for Proposers to execute the Agreement and if required furnish the CONTRACTOR'S PERFORMANCE BOND, PAYMENT BOND and Certificates of Insurance within ten (10) days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish any said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER. Dated this 14th day of July, 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-620 South (Landscape architectural & design services for park at 620 South)



4.8.f

PROPOSAL for
620 SOUTH PARK
LANDSCAPE ARCHITECTURAL & DESIGN SERVICES

AMERICAN FORK CITY



blū line designs

Attachment: 1-AF 620 South Park Proposal blu (Landscape architectural & design services for park at 620 South)



BELL CANYON TRAILHEAD
Sandy, UT

TABLE OF CONTENTS

Cover Letter	3
Attachment B	4
Qualifications & Project Team	5
Relevant Experience	12
Design Approach & Creativity	17
Schedule and Availability	20
Proposed Pricing	22





SANDY CITY AMPHITHEATER
Sandy, UT

AMERICAN FORK CITY

51 E Main Street
American Fork, UT 84003

Dear Selection Committee,

blū line designs is interested in assisting American Fork by providing Park Landscape Architectural and Design Services for the proposed 7 acre park on 620 South. We have a rich history of providing design services for numerous parks in Utah County and are excited for this opportunity to work with the City on this project.

Located in Sandy, **blū** is one of Utah's leading landscape architecture firms. We are exceptionally qualified with a deep portfolio of park and recreation work up and down the Wasatch Front. We have provided numerous communities with unique spaces to gather in that rejuvenate, inspire healthy living, and generate revenue.

Why choose blū?

EXPERIENCE | From small pocket parks to large regional recreational facilities, **blū** has worked on over 60 parks and recreation design projects across the state in the last 5 years. **blū** knows parks! Within this proposal we highlight specific projects we think most relevant and include a summary list of many of the other similar projects we have worked on.

CLIENT SERVICE & RELATIONSHIPS | In addition to this depth of experience, we believe we differentiate ourselves by the value and emphasis we place on creating and maintaining strong relationships through our client service. As a witness to our level of service, most of our parks and recreation projects are for repeat clients. With every decision we make, we will truly have the City's best interest in mind.

COLLABORATIVE APPROACH | **blū** custom tailors our approach to each project through a three-step process: **We Listen, We Collaborate**, and then **We Create**. We commit to work closely with City staff to create a design that is unique, creative, and considers the desires of all those involved.

PLACE MAKING | We also believe that the design for every project should be unique, different, and inviting. When people visit our designs, we want people to, whether consciously or unconsciously, recognize that the place is special. Whether that is through layout, topography, materials, landscaping, custom features, or wayfinding, we will work hand in hand with you and your budget to explore each of these opportunities.

blū agrees to all requirements and conditions stated in the RFP; and is dedicated to meeting schedules, staying within budget, delivering personalized service, and exceeding quality expectations. We look forward to collaborating with your team on this exciting project.

Sincerely,

CORY SHUPE | President
Landscape Architect, PLA, ASLA

P | 801-913-7994

E | cory@blulinedesigns.com

BLÜ LINE DESIGNS

8719 South Sandy Parkway
Sandy · Utah · 84070
blulinedesigns.com
801-679-3157

Attachment B



American Fork Parks Division
454 North Center Street
American Fork, UT 84003
801-763-3023

American Fork City

THIS PAGE MUST BE COMPLETED, PROPERLY SIGNED, AND INCLUDED WITH ONLINE SUBMITTAL FOR THIS PROPOSAL TO BE CONSIDERED COMPLETE.

RFP AGREEMENT

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: blū line designs		
Address: 8719 South Sandy Parkway		
Sandy, UT 84070		
Representative: Cory Shupe		
Title: President		
Phone: 801-913-7994	Fax: NA	
Email address: cory@blulinedesigns.com		
Insurer: American Ins. & Investment	Policy #: 680-1J807336	Coverage Amounts: Each occurrence: \$2,000,000 General Aggregate: \$4,000,000

Signature of authorized representative:



Date: 05/21/26

QUALIFICATIONS & PROJECT TEAM

1

Attachment: 1-AF 620 South Park Proposal blu (Landscape architectural & design services for park at 620 South)



4.8.f

MOUNTAIN RIDGE PARK
Highland, UT

blū line designs

blū line designs (blū), an s-corp located in Sandy, UT, is an award winning urban design, planning, and landscape architectural firm in business since 2008 (license #134894). **blū** has been working on parks and recreation planning and design projects for their entire careers with experience in both the public and private sectors. **blū** knows parks! Our team consists of talented landscape architects and designers that are known for their creativity and attention to detail. We are on the forefront of planning and technology in the industry utilizing advanced techniques in 3D modeling to visually communicate with our clients. We specialize in bridging the gap between sustainable planning and design, feasibility, and the desires of both clients and user groups. Our client relationship is our first priority and we believe that open communication leads to successful projects.

Our team provides the skills and resources to complete a diversity of projects from preliminary conceptual design through construction documents and construction administration. This includes expertise in visual communication, public engagement, conceptual design, computer aided drafting (CAD), 3D visualizations, cost estimating, landscape design, irrigation design, and project management. We are proficient at all supportive computer softwares related to the industry including AutoCAD/LandFX, Adobe Creative Suite (Photoshop, InDesign, etc.), Microsoft Office Suite (Word, Excel, etc.), Blue Beam, and a few 3D programs including Sketchup, Lumion, and Enscape.

Over the last 18 years, we have worked with numerous municipalities along the Wasatch Front on park projects similar to this one.

We have compiled a qualified team to meet the specific needs of this project, including **CMT Technical Services**

(**CMT**) to provide civil design and survey, and **Lynk Engineers (Lynk)** for electrical and lighting considerations.

CMT Technical Services

CMT Technical Services (CMT) has been in business for over 40 years and provides full service civil engineering and design, land surveying, and contract/construction administration and management. They will provide survey and civil design on the project. CMT's personnel have all the licensing and certifications necessary to provide services for civil design, surveying, mapping, and topography; planning, non-motorized trails and trailheads, parks, environmental reviews, complete bid documents and specifications; construction management and inspection services, bidding assistance, permitting and approvals, and all activities associated with related assignments. As a multi-faceted company, their quality, efficiency, and expertise make them the ideal choice to provide all services related to parks and recreation development.

Similar experience includes: Lehi Family Park, Quail Orchard Park (Provo), Hillcrest Park (Orem), Mountain Ridge Park (Highland), Harvest View Sports Complex (Santaquin), Heritage Park Interactive Water Feature (South Jordan), Rock Canyon Park (Provo), Provo River Delta Gateway Park (Provo), Spanish Fork Sports Park, K9 Memorial Dog Park (Herriman), Spring Creek Park (Provo), Alta Canyon Pickleball Courts (Sandy), Lions Park (Moab), Tie Forks Visitors Center (Spanish Fork), and Children's Park at University Mall (Orem).

Lynk Engineers

Lynk Engineers (Lynk) is a multi-discipline consulting engineering firm based in Salt Lake City, Utah with offices in Phoenix, Arizona and Baltimore, Maryland. **Lynk** will provide any necessary electrical design for the proposed facilities including power to a possible restroom, parking lot lighting, sports court lighting, safety lighting, and

Attachment: 1-AF 620 South Park Proposal blu (Landscape architectural & design services for park at 620 South)



HARVEST VIEW SPORTS COMPLEX
Santaquin, UT

power to an irrigation controller. Spectrum has three decades of experience in designing mechanical, electrical, and related systems for parks, sports complexes, field houses, and recreation centers.

Similar experience includes: Lehi Family Park, Quail Orchard Park (Provo), Hillcrest Park (Orem), Mountain Ridge Park (Highland), Harvest View Sports Complex (Santaquin), Heritage Park Interactive Water Feature (South Jordan), Spanish Fork Sports Park, K9 Memorial Dog Park (Herriman), Bell Canyon Preservation Trailhead (Sandy), Pioneer Park (Kaysville), Alta Canyon Pickleball Courts (Sandy), Fitts Park (South Salt Lake), Centennial Park Interactive Water Feature (Syracuse), and Ivory Ridge Park (Lehi).





ARCHES PARK
Herriman, UT

TEAMING WITH BLU

American Fork City



blū line designs



CORY SHUPE
President
Landscape Architect
PLA, ASLA
10% Project Availability



ROB DONIGAN
Associate
Landscape Architect
Project Manager
PLA, ASLA
25% Project Availability



BRENT POTTER
Landscape Architect
Project Manager
PLA, ASLA
40% Project Availability



ERIC SABIN
Landscape Architect
Project Manager
PLA, ASLA
40% Project Availability



LINDSAY WEHMEIER
Landscape Architect
PLA, ASLA
60% Project Availability



SAM ADAMSON
Landscape Designer
ASLA
60% Project Availability

SUBCONSULTANT TEAM:





HALE CENTRE THEATRE
Sandy, UT



CORY SHUPE
President
Landscape Architect
PLA, ASLA
5410044-5301
BLA, Utah State
University, 1998



ROB DONIGAN
Associate Landscape
Architect
Project Manager
PLA, ASLA
6826288-5301
BLA, Utah State
University, 1998

CORY

has worked for both public and private entities over the past 30 years. His experience working with these entities affords him the ability to understand the needs and desires of these different clients. He excels at understanding the vision of his clients. His passion is designing. This includes projects that are as large as thousands of acres and as small as less than an acre. Designing places that are enjoyable for every person and in every season is most satisfying. Leading a design firm and sharing his passion for every design is a dream come true for him.

SELECT RELEVANT EXPERIENCE

- Olympia Sports Complex | Principal | January 2024
- Highlands Grantsville Park | Principal | March 2025
- Zermatt Master Plan | Principal | May 2024
- Bastian Agricultural Center | Principal | December 2022
- Ivy Acres Park | Principal | January 2023
- Shoreline Park | Principal | October 2022
- Lehi Family Park | Principal | August 2022
- MIDA Falcon Hill | Principal | On-going

ROB

has over 28 years of professional design experience focused on park and recreation design from conceptual design and master planning to construction documents and construction observation. He has worked for Parks and Recreation departments across the country beginning his career as a landscape architect for the Colorado Springs Parks and Recreation Department planning parks, trails, and recreational facilities. Since that time, he has worked for numerous municipalities along the Wasatch Front providing unique and creative park and amenity designs.

SELECT RELEVANT EXPERIENCE

- Perry City Parks Master Plan | Project Manager | Jan 2025
- Rohmer Park Improvements | Project Manager | Oct 2024
- Mill Pond Park Area | Project Manager | July 2024
- Parkway Fields Parks & Trails | Project Manager | May 2024
- Jackson & Teton Ranch Parks | Project Manager | Jan 2022
- Midvale Plaza & Streetscape | Project Manager | June 2022
- Lehi Family Park | Project Manager | August 2022
- Layton Commons Park | Project Manager | October 2022
- Ridgeline Park | Project Manager | October 2022
- Oscarson Park | Project Manager | September 2022
- Harvest View Sports Complex | Project Manager | Feb 2021
- Quail Orchard Park | Project Manager | November 2020
- Heritage Park Interactive Water Feature | PM | July 2020
- Mountain Ridge Park | Project Manager | October 2018



CENTENNIAL PLAZA

2600 West 5400 South

CENTENNIAL PLAZA
Taylorsville, UT



BRENT POTTER
Landscape Architect
PLA, ASLA
11107537-5301
BLA, Penn State
University, 2010

BRENT

has over 14 years of experience working on a wide variety of project types. Brent grew up along the shores of Lake Erie in rural Pennsylvania, giving him a deep appreciation for nature. Since moving to Utah in 2018, he has dedicated himself to learning the native flora in the region and incorporating them into his wide-ranging plant palette. Brent has experience with residential design and construction management, urban design and large scale planning projects. Brent currently works as a project manager for an array of projects at **blū**. His responsibilities include, but are not limited to site planning, landscape design, and construction management services.

SELECT RELEVANT EXPERIENCE

- Mapleton City Park | Project Manager | January 2025
- Provo Dog Park Master Plan | Project Manager | Dec 2024
- DFCM State Library | Project Manager | Jun 2024
- Three Creeks West Roadway & Trail | PM | August 2023
- North Cottonwood Commons Park | PM | Jan 2023
- Summit County Fairgrounds | Project Manager | January 2022
- Beacon Hill Sports Complex | Project Manager | January 2022
- Hillcrest Park | Project Manager | October 2021
- Ferguson Canyon Trailhead | Landscape Arch | March 2021



ERIC SABIN
Landscape Architect
PLA, ASLA
13595921-5301
MLA, University of
Oklahoma, 2018
BS, Horticulture,
Colorado State, 2014

ERIC

brings a rich background to our design team, with undergraduate studies in Environmental Horticulture (specializing in Landscape Design and Contracting) and a master's in landscape architecture. He has valuable experience in residential design, construction, and irrigation installation and maintenance. Eric is committed to water conservation through effective irrigation techniques and landscape water preservation. His academic work focused primarily on low-impact development and green infrastructure's role in reducing storm water runoff, and explored how these interventions enhance landscapes.

SELECT RELEVANT EXPERIENCE

- Scenic Slopes Park | Project Manager | August 2025
- East High School Xeriscape & Irrig | PM | January 2025
- Mapleton City Park | Landscape Arch | January 2025
- Rohmer Park Improvements | Landscape Arch | Oct 2024
- Mill Pond Park Area | Landscape Arch | July 2024
- Parkway Fields Parks & Trails | Landscape Arch | May 2024
- Olympia Sports Complex | PM | January 2024
- Bastian Agricultural Center | PM | December 2022
- Shoreline Park | Landscape Arch | October 2022



**JIM MILLIGAN | CMT TECHNICAL SERVICES | CIVIL ENGINEER
PE | UTAH - 7258080-2202**

BS Civil Engineering, Utah State University 2002

Jim is the Manager of Engineering at CMT. With over 23 years of experience as a Civil Engineer, Jim has been involved in all facets of municipal engineering projects. His experience includes master planning, design, and construction management for municipal service projects, community park projects, water infrastructure projects, utility projects, roadway projects, etc. **Est. Hours = 60 hours**

SELECT RELEVANT EXPERIENCE

- Lehi Family Park | Lehi, UT
- Mountain Ridge Park | Highland, UT
- Quail Orchard Park | Provo, UT
- Hillcrest Park | Orem, UT
- Heritage Park Splash Pad | South Jordan, UT
- K9 Memorial Dog Park | Herriman, UT



**SPENCER LITTLE | LYNK ENGINEERS | PRINCIPAL
PE | UTAH - 7258080-2202**

BS Electrical Engineering, University of Utah 2008

Spencer, a Principal Electrical Engineer at Spectrum Engineers, has 20 years of experience, including 14 with Spectrum. He has led numerous government projects for federal, state, and municipal agencies. Passionate about the outdoors, he enjoys projects that enhance recreational opportunities and has overseen many of the company's recreational projects. He understand the unique requirements for this project and will tailor design solutions to meet the needs of the City.

SELECT RELEVANT EXPERIENCE

- Layton Trails | Layton, UT
- Sorenson Multi-Cultural Center | Salt Lake City, UT
- Jordanelle State Park Pump Station | Heber, UT
- Lehi City Park Lighting Upgrade | Lehi, UT
- Mountain Ridge Park | Highland, UT
- Bell Canyon Preservation Trailhead | Sandy, UT

RELEVANT EXPERIENCE

2

Attachment: 1-AF 620 South Park Proposal blu (Landscape architectural & design services for park at 620 South)



FARMINGTON CITY

Brigham Mellor
City Manager

bmellor@farmington.
utah.gov

Completed: 2025

Contract:
\$13,000,000

(Construction)

Services Provided:

- Master Planning
- Construction Docs
- Construction Admin

NORTH COTTONWOOD COMMONS PARK

This 12.6-acre park in Farmington features an iconic stainless steel tree sculpture with integrated lighting, an interactive splash pad, a ninja warrior course, stage, pickleball, and a playground with a signature slide - the longest in Davis County. The park is framed by meadow-grass berms and open lawn areas for informal recreation, with a looping path system and a boardwalk that extends into adjacent wetlands, offering immersive views and nature-based experiences.



LEHI CITY

Trenton Dyer
Parks Planning
Manager

tdyer@lehi-ut.gov

Completed: 2024

Contract:
\$14,000,000

(Construction)

Services Provided:

- Master Planning
- Construction Docs
- Construction Admin

LEHI FAMILY PARK

blū was hired by Lehi to create a master plan for Phases 1 and 2, expanding on the existing 16-acre soccer complex. Phase 1, completed in 2024, features a multi-million dollar all-abilities playground, interactive water feature, sensory garden, amphitheater, restrooms, walking paths, and extensive landscaping. The playground and water feature have an aviation theme inspired by the area's historic airport. The all-abilities playground, designed with input from City staff, the public, and special interest groups, caters to various abilities.





OREM CITY

Lane Gray
Capital Projects Manager

ldgray@orem.gov

Completed: 2024

Contract:

\$11,600,000

(Construction)

Services Provided:

- Master Planning
- Construction Docs
- CA

HILLCREST PARK

blū was contracted by Orem City to provide an updated plan for the partial demolition of the existing Hillcrest Elementary School and the construction of a new Hillcrest Community Park. The park includes numerous amenities including a splash pad, pickleball courts, playgrounds, an outdoor lounge, and multi-use lawn space. This project reflects Orem City's current operational and maintenance efficiencies, including sustainable building principles and energy-efficient LEED-type features.



PROVO CITY

John Bunderson
Parks Project Manager

JBunderson@provo.org

Completed: 2023

Contract:

\$4,000,000

(Construction)

Services Provided:

- Master Planning
- Construction Docs

QUAIL ORCHARD PARK

This nearly 8-acre park off Canyon Road in Provo offers four pickleball courts, a looping path, a naturalized water feature, small pavilions, a central pavilion/restroom, a traditional playground, and a hillside adventure play area utilizing the site's grade changes. It also includes an aquifer storage and recovery system and an open lawn for informal play. **blū** collaborated with a neighborhood design committee and the City, incorporating public feedback into the park's major components and detailed elements like the playground color scheme.





HIGHLAND CITY

Erin Wells
City Administrator

erin@highlandcity.org

Completed: 2023

Contract:
\$10,000,000

(Construction)

Services Provided:

- Master Planning
- Construction Docs
- CA

MOUNTAIN RIDGE PARK

blū was selected to master plan and design this 17 acre community park in Highland that provides numerous amenities for the surrounding neighborhood, including pickleball courts, a basketball court, a baseball field, multi-use fields, a ninja-warrior course, and an all abilities playground. A granite gateway highlights the entry to the park and will also commemorate donors that made this park development possible. Other park amenities include a looping pathway system and an iconic large pavilion and restroom building.



KAYSVILLE CITY

Cole Stephens
Parks & Rec Director

cstephens@kaysville.gov

Completed: 2019

Contract:

Services Provided:

- Master Planning
- Park Design

PIONEER PARK

Kaysville selected **blū** to design a 10-acre park in southwest Kaysville. The park includes two little league baseball fields, a granite obelisk honoring local pioneers, a destination playground, a barn-like restroom and pavilion, circulation paths, and future tennis courts, basketball court, and interactive water feature.





4.8.f

JORDAN RIVER TRAIL AT 9000 S
Sandy, UT

1.5 SPECIFIC PROJECT TYPE EXPERIENCE

Provo Dog Park Master Plan | Provo, UT | 2025
 Mapleton City Park | Mapleton, UT | 2025
 Perry City Parks Master Plan | Perry, UT | 2025
 Olympia Sports Complex | Herriman, UT | 2025
 South Jordan Pickleball Complex | South Jordan, UT | ongoing
 Mill Pond Park Master Plan | Stansbury Park | 2025
 Bastian Agricultural Center | Utah State University | ongoing
 Slate Canyon Park Master Plan | Provo, UT | ongoing
 Ivy Acres Park | Farmington, UT | 2025
 Beacon Hill Sports Complex | Coalville, UT | 2025
 Legacy Farms Splash Pad | Legacy Farms | 2025
 City Hall Plaza & Holden St Streetscape | Midvale, UT | 2025
 Andy Adams Park Improvements | Layton, UT | 2024
 Mountain Ridge Park | Highland, UT | 2024
 Welker Trailhead | Layton, UT | 2024
 City Commons Park Improvements | Layton, UT | 2024
 BST Trailhead Concept Design | Cottonwood Heights, UT | 2024
 Learning Garden Expansion | WBWCD | 2023
 Sandy Canal Trail PH1 | Sandy, UT | 2023
 Big Cottonwood Trail Signage | Cottonwood Heights, UT | 2023
 Parks, Recreation, Trails & Open Space Master Plan | Blanding, UT | 2023
 Rock Canyon Restroom and Playground | Provo, UT | 2022
 Jackson & Teton Ranch Parks | Herriman, UT | 2022
 Cairns Plaza at Hale Centre Theatre | Sandy, UT | 2021
 Taylorsville City Center | Taylorsville, UT | 2021
 Rocky Mountain Power Park | Spanish Fork, UT | 2021
 Bingham Gateway Sports Park | South Jordan, UT | 2021
 Provo River Delta Gateway Park | Provo, UT | 2020
 Big Bend Park | Herriman, UT | 2020
 Bonneville Shoreline Trail Access Plan | Cottonwood Heights, UT | 2020
 Steed Park Pickleball Courts | Clearfield, UT | 2020
 Coyote Hollow & Peak View Trailheads | Draper, UT | 2019
 Parks and Recreation and Cemetery Master Plan | Roosevelt, UT | 2019
 Provo Regional Sports Complex | Provo, UT | 2019
 Holladay City Hall Terrace | Holladay, UT | 2019
 Centennial Park Interactive Water Feature | Syracuse, UT | 2019

Attachment: 1-AF 620 South Park Proposal blu (Landscape architectural & design services for park at 620 South)

DESIGN APPROACH & CREATIVITY

3

Attachment: 1-AF 620 South Park Proposal blu (Landscape architectural & design services for park at 620 South)



AERIAL EXHIBIT

PROJECT UNDERSTANDING, DESIGN APPROACH & CREATIVITY

American Fork City would like to develop an approximate 7 acre piece of property into a neighborhood park. The project is located at the southeast corner of the intersection of 620 South and 800 West (see aerial exhibit). The site is adjacent to residential development to the west, south, and north. The eastern border of the park will be the future 700 West. Possible amenities in the park may include common park amenities such as walking paths, site furniture, shade structures, parking, and landscaping in addition to open turf/multi-use fields, some type of sports courts, and a pre-fabricated restroom.

Due to the location and nature of the site, fantastic mountain views will be a key characteristic of the park. Vehicular and pedestrian access to the park will also be a benefit, surrounded by newly developed neighborhoods consisting of a mix of both single family and multi-family housing. Close to 200 S, a major connector that continues to be developed, and less than a mile from a Front Runner station, the park will be an amenity to residents within walking distance and also for those that travel via other multimodal transit methods.

LISTEN | COLLABORATE | CREATE - As with all of our projects, we will take a very collaborative approach to the project, keeping the City's vision and maintenance needs at the forefront. We will look at ourselves as a partner in the process coming in with open ears and minds. The first two steps in our approach will be to **LISTEN** and to **COLLABORATE**. Though community engagement is not part of the project, we will still follow these two steps in earnest as we meet with City staff and any other appropriate stakeholders as we try to understand vision, opportunities, constraints, and key desires of all those involved. The information gathered as we intently listen



Looking East Across Site to Wasatch Mountains



Multi-Family Residential & Construction to the North



Existing Neighborhood West of Park



PIONEER PARK
Kaysville, UT

will be used as we collaborate with you as partners and develop initial design ideas. This is where the third step in our approach comes in: **CREATE. blu** prides itself on its creativity and its place-making ability. We will look for all opportunities to make this park unique, one that people want to come back to again and again because it is special. We commit to work closely with City staff to understand budgets and create these special opportunities with the bottom line in mind. **blu** has a multitude of park projects where we have done this:

- Lehi Family Park 's "hangar" pavilion and water feature airplanes
- Hillcrest Park's hangout plaza (Orem)
- North Cottonwood Commons iconic North Station Park tree (Farmington)
- The Syracuse Island interactive water feature's custom shade canopies and bison
- Pioneer Park's red barn pavilion (Kaysville)

All with unique character elements that create identity, define the park, and make these places special.

To cap off the **CREATE** process, we will develop 100% Construction Documents including all plans, specifications, and details required to bid and construct the project. These documents will ensure that the agreed upon vision for the park comes to fruition. Once a conceptual master plan is agreed upon, our team will prepare 60%, 90%, and 100% submittals for City review and comment.



Lehi Family Park



North Cottonwood Commons Tree



The Syracuse Island Bison

SCHEDULE & AVAILABILITY

4

PROJECT SCHEDULE

At **blū**, we recognize the importance of timely project completion. While unforeseen delays can occur, we are committed to keeping the project moving forward through proactive planning and efficient management. Our schedule includes interim milestones to track progress and ensure deadlines are met.

We hold weekly workload meetings to ensure tasks are properly staffed and on schedule, with a focus on tracking milestones and managing City review periods efficiently.

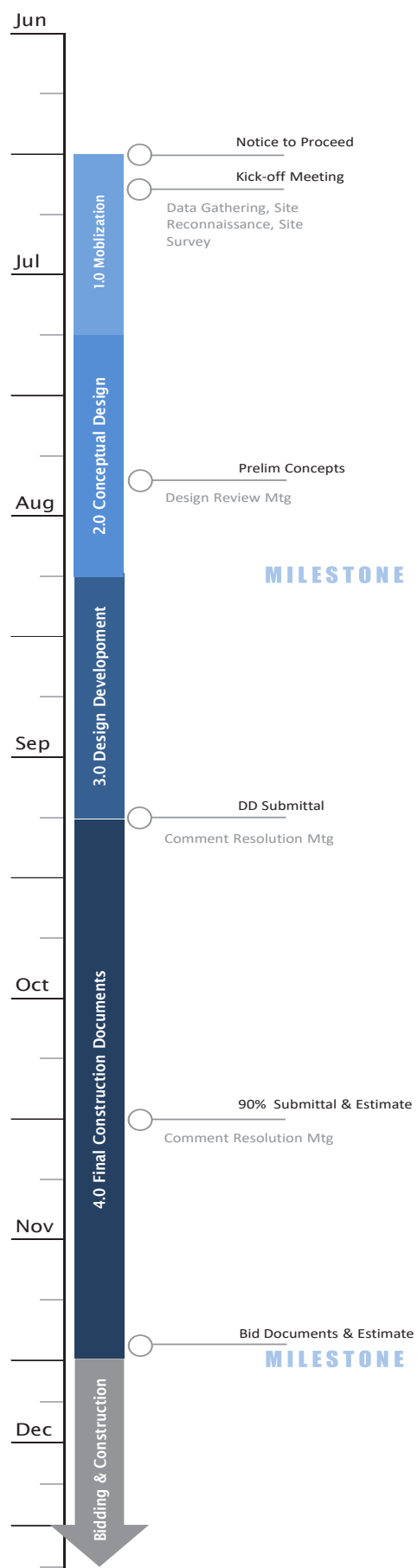
Although we are managing other projects, our team is ready to begin immediately upon receiving the notice of award. We pride ourselves in our ability to manage multiple projects and provide services that exceed expectations of our clients. We have numerous landscape architects and design staff that we can draw from to manage project commitments.

To ensure the project schedule is meeting the desired target dates, our **blū** project manager will schedule a weekly touchbase meeting with the City's project manager to constantly gauge successful and timely completion of tasks and milestones. This in combination with **blū**'s internal workload meetings will provide assurance that schedule demands are being met.

A preliminary project schedule and key dates are provided below and to the right. These dates and schedule will be finalized with City input following the award of the project.

KEY DATES:

PROJECT KICK OFF	JUN 15, 2026
PRELIM CONCEPTUAL ALTERNATIVES	JUL 27, 2026
FINAL CONCEPTUAL MASTER PLAN	AUG 10, 2026
DESIGN DEVELOPMENT (60%)	SEP 8, 2026
FINAL DESIGN REVIEW SUBMITTAL (90%)	OCT 15, 2026
BID DOCUMENTS (100%)	NOV 16, 2026



Attachment: 1-AF 620 South Park Proposal blū (Landscape architectural & design services for park at 620 South)

PROPOSED PRICING

5

Attachment: 1-AF 620 South Park Proposal blu (Landscape architectural & design services for park at 620 South)

620 SOUTH PARK - AMERICAN FORK	blu line designs	CMT	Lynk	Earthtec	Subtotals
1.0 Mobilization					
Mobilization/Kick Off	\$1,600.00	\$400.00	\$575.00		\$2,575.00
Site Reconnaissance	\$840.00				\$840.00
Site Survey		\$3,400.00			\$3,400.00
Geotechnical Report				\$4,600.00	\$4,600.00
Soils Report	\$500.00				\$500.00
Subtotal =	\$2,940.00	\$3,800.00	\$575.00	\$4,600.00	\$11,915.00
2.0 Conceptual/Schematic Design					
Preliminary Conceptual Alternatives	\$8,000.00				\$8,000.00
Final Rendered Master Plan	\$4,000.00	\$3,200.00	\$4,800.00		\$12,000.00
Design Review Meeting	\$800.00				\$800.00
Cost Estimate	\$800.00				\$800.00
3D Modeling/Images (optional)	\$7,500.00				\$7,500.00
Subtotal =	\$21,100.00	\$3,200.00	\$4,800.00	\$0.00	\$29,100.00
3.0 Design Development (60%)					
Site Plan	\$9,600.00				\$9,600.00
Grading, Drainage & Utility		\$5,400.00			\$5,400.00
Electrical & Lighting & Security/Telecom			\$5,375.00		\$5,375.00
Landscape & Irrigation	\$7,200.00				\$7,200.00
Cost Estimate	\$800.00				\$800.00
Comment Resolution Meeting	\$800.00				\$800.00
Structural Design	\$3,500.00				\$3,500.00
Subtotal =	\$21,900.00	\$5,400.00	\$5,375.00	\$0.00	\$32,675.00
4.0 Final Construction Documents (90% & 100%)					
90% - Final CD Submittal					\$0.00
Site Plan	\$8,200.00				\$8,200.00
Grading, Drainage & Utility		\$4,500.00			\$4,500.00
Electrical & Lighting & Security/Telecom			\$4,837.50		\$4,837.50
Landscape & Irrigation	\$6,000.00				\$6,000.00
Cost Estimate	\$800.00				\$800.00
Specifications	\$1,200.00				\$1,200.00
Comment Resolution Meeting	\$800.00				\$800.00
Structural Design	\$3,500.00				\$3,500.00
100% - Bid Documents					\$0.00
Site Plan	\$8,200.00				\$8,200.00
Grading, Drainage & Utility		\$4,500.00			\$4,500.00
Electrical & Lighting & Security/Telecom			\$4,837.50		\$4,837.50
Landscape & Irrigation	\$6,000.00				\$6,000.00
Cost Estimate	\$800.00				\$800.00
Specifications	\$1,200.00				\$1,200.00
Answering RFIs (Bidding & Construction)	\$2,480.00	\$900.00	\$1,075.00		\$4,455.00
Subtotal =	\$39,180.00	\$9,900.00	\$10,750.00	\$0.00	\$59,830.00
Discipline total	\$85,120.00	\$22,300.00	\$21,500.00	\$4,600.00	\$133,520.00
GRAND TOTAL =	\$133,520.00				
TOTAL (NOT INCLUDING 3D MODELING) =	\$126,020.00				

Attachment: 1-AF 620 South Park Proposal blu (Landscape architectural & design services for park at 620 South)



blu line designs

planning | landscape architecture | urban design

8719 S. Sandy Parkway
Sandy Utah 84070

phone : 801.703.6383



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
JULY 14, 2026**

Department Public Works

Director Approval Sam Kelly

AGENDA ITEM Review and action on the award of the agreement for construction of the Overlay Project 2026 to JKT LLC

SUMMARY RECOMMENDATION

Staff recommends the City Council award the Overlay Project 2026 (ST2026003) construction agreement to JKT LLC.

BACKGROUND

The Engineering Division followed standard procurement policy by issuing an invitation for bids (IFB) through the Utah Public Procurement Place (U3P). Nine companies provided responsive bids on the project. JKT LLC was the apparent low bidder based on the bid criteria in the issued IFB for a total of \$592,145.45. This project total is based on unit prices and unit subtotals provided by JKT. The total bid amount shown on the bid form was miscalculated and the award amount is the correct amount.

The Project includes the following: construction of approximately 185,000 square feet of 2" overlays of new asphalt on several roadways including utility adjustments, new concrete collars for utility structures, installation of curb and gutter, installation of storm drain utilities, reconstructing ADA ramps, and striping. The site of the work is at Kawakami Drive between Main Street and 130 North, 1100 between North County Boulevard and 1650 West, and 860 East between State Street and 400 South.

Substantial completion for this project is October 15, 2026.

BUDGET IMPACT

Bid by JKT LLC is \$592,145.45, with a project construction and engineering contingency of \$60,000.00 to be held by the City. This project is funded by street maintenance funds for overlay projects.

SUGGESTED MOTION

Mr. Mayor, I move that the City award the Overlay Project 2026 in the amount of \$592,145.45 to the responsible low bidder, JKT LLC and approve the construction contract as presented in addition to a project construction and engineering contingency of \$60,000.00 to be held by the City.

SUPPORTING DOCUMENTS

Agreement (PDF)

Bid Form (PDF)

Bid Summary_Overlay Project 2026 (PDF)

Overlay Project 2026 Recommendation letter_Signed (PDF)

Notice of Intent to Award_Overlay_Signed (PDF)

Notice of Award (PDF)

Notice to Proceed (PDF)

Section 00500

AGREEMENT

THIS AGREEMENT, is executed in duplicate this ____ day of _____, 20__ by and between the CITY OF AMERICAN FORK, a municipal corporation and political subdivision of the State of Utah, with its principal offices located at 275 East 200 North, American Fork, Utah 84003 (hereinafter referred to as the "CITY"), and JKT LLC, a Corporation, with its principal offices located at 1471 Little Sweden Rd, Heber City, UT 84032 (hereinafter referred to as "CONTRACTOR").

RECITALS

WHEREAS the CITY has set forth specifications and criteria for the construction of project number ST2026003, Overlay Project 2026, which shall hereinafter be referred to as the "PROJECT"; and

WHEREAS the CITY has solicited bids for the construction of the PROJECT pursuant to City ordinances and State statutes; and

WHEREAS the CITY has accepted CONTRACTOR's bid to construct the PROJECT in conformance with all CITY requirements.

COVENANTS

NOW, THEREFORE, in consideration of the mutual covenants of the parties as hereinafter set forth, the CITY and the CONTRACTOR mutually agree as follows:

1. **Contract Documents.** The CONTRACTOR agrees to complete the PROJECT as specified in the following documents, which shall hereinafter be collectively referred to as the "CONTRACT DOCUMENTS":

00030	Advertisement for Bids
00100	Instruction to Bidders
00300	Bid Form
00310	Bid Schedule
00320	Measurement and Payment
00350	Bid Bond
00400	Contractor Qualification Form
00500	Agreement
00610	Performance Bond

00620	Payment Bond
00630	Notice of Award
00640	Notice to Proceed
00650	Field Order
00660	Change Order Form
00700	General Conditions

- Utah APWA and the American Fork Design Standards and Public Improvement Specifications
- Specifications prepared or issued by the City of American Fork, dated June 2026
- Drawings prepared by City of American Fork (20 pages) and dated June 2026
- Addenda:
No. 1, Dated June 18, 2026
No. 2, Dated June 23, 2026
No. _____, Dated _____
No. _____, Dated _____

The CONTRACTOR acknowledges receipt of each of the above CONTRACT DOCUMENTS and each is hereby incorporated in and made an integral part of this Agreement, as if fully set forth herein. Any reference to "the AGREEMENT" or "this AGREEMENT" includes all of the CONTRACT DOCUMENTS. The definitions contained in the GENERAL CONDITIONS shall be used in interpreting this AGREEMENT.

2. **Payment.** The CITY agrees to pay the CONTRACTOR for the proper and timely completion of the PROJECT in accordance with all of the CONTRACT DOCUMENTS. The actual amount paid shall depend on WORK actually performed and shall be based on the unit prices and bid amounts set forth in the BID SCHEDULE. The CONTRACTOR shall not be entitled to any contingency amounts listed in the BID or BID SCHEDULE without a written change order from the CITY.

A. Total PROJECT BID: \$ 592,145.45

B. CITY shall pay CONTRACTOR through Automated Clearing House (ACH) payments. CONTRACTOR 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.

3. **Liquidated damages.** Time deadlines for the completion of the PROJECT are material terms of this AGREEMENT and the CONTRACTOR agrees to pay liquidated damages of \$1,000.00 to the CITY for each calendar day that the substantial completion date of the PROJECT exceeds the scheduled completion date of October 15, 2026. The liquidated damages shall be assessed as provided in Section 15 of the GENERAL CONDITIONS, and may be used to offset the amount that the CITY is required to pay the CONTRACTOR pursuant to this AGREEMENT.

4. **Applicable Laws.** The CONTRACTOR agrees to comply with and be bound by each of the following laws, regulations and guidelines. The CONTRACTOR acknowledges that he is familiar with each of these laws, regulations and guidelines, and that each of them constitutes a material provision of this AGREEMENT. CONTRACTOR's failure to comply with any of the following laws, regulations and guidelines shall be deemed a material breach of this AGREEMENT.

A. CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin, and shall comply with all Federal, State and CITY laws and regulations governing equal opportunity.

B. CONTRACTOR shall comply with all provisions of Executive Order No. 14173 of January 21, 2025, as amended, and all applicable rules, regulations, and orders issued by the Secretary of Labor.

C. CONTRACTOR shall comply with the Copeland (Anti Kick-back) Act, which prohibits the CONTRACTOR from inducing any person employed in the PROJECT to give up any part of the compensation to which such person is otherwise entitled.

D. CONTRACTOR shall comply with all applicable Federal, State and CITY clean air and clean water laws or regulations, including the standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401 et seq.) and the Clean Water Act (33 U.S.C. § 1251 et seq.).

E. CONTRACTOR shall comply with all applicable Federal, State and CITY laws and regulations relating to the handling, treatment or disposal of hazardous materials.

5. **Books, Documents and Records.** The CONTRACTOR shall maintain books, records, documents, and other evidence directly pertinent to the PROJECT, in accordance with accepted and appropriate accounting procedures and practices. Further, any duly authorized representatives of the CITY, the State of Utah or the United States Government shall have access to such books, documents and records for the purpose of making audits, examinations, excerpts and transcripts.

6. **Lawful Agreement.** The parties represent that each of them has lawfully entered into this AGREEMENT, having complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to their respective operations.

7. **Utah Law.** This AGREEMENT shall be interpreted pursuant to the laws of the State of Utah.

8. **Time of the Essence.** Time shall be of the essence of this AGREEMENT.

9. **Attorney's Fee.** In the event that either party should be required to retain an attorney because of the default or breach of the other party or to pursue any other remedy provided by law, the non-defaulting party shall be entitled to a reasonable attorney's fee.

10. **Interpretation.** The invalidity of any portion of this AGREEMENT shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include any other genders. Any paragraph or section headings in this AGREEMENT are for convenience only, and do not constitute a part of the provisions hereof.

11. **Amendments.** No oral modifications or amendments to this AGREEMENT shall be effective, but this AGREEMENT may be modified or amended by written agreement.

12. **No Presumption.** Should any provision of this AGREEMENT require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents, prepared the same, it being acknowledged that both parties have participated in the preparation hereof.

13. **Binding Effect.** This AGREEMENT shall be binding upon the heirs, executors, administrators, successors, and assigns of each of the parties hereto.

SIGNED AND ENTERED INTO THIS this ____ day of _____, 20____.

CITY OF AMERICAN FORK

by David Bunker, City Administrator

ATTEST:

Terilyn Lurker, City Recorder

CONTRACTOR

STATE OF UTAH)

: ss.

COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this ____ day of _____, 202____
by _____.

Notary Public (Seal)

My Commission Expires: _____

Residing at: _____

Attachment: Agreement (Award Construction Agreement for the Overlay Project 2026 to JKT LLC)

SECTION 00300

BID FORM**BID**

1. Proposal of JKT LLC (hereinafter called "BIDDER"), organized and existing under the laws of the State of Utah doing business as * JKT LLC, to the CITY OF AMERICAN FORK (hereinafter called "OWNER").
2. In compliance with your advertisement for BIDS, BIDDER herein proposes to perform all WORK for the construction of Overlay Project 2026 in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.
3. By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies that this BID has been arrived at independently without consultation, communication or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.
4. BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to substantially complete the PROJECT by October 15, 2026 unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. BIDDER further agrees to pay, as liquidated damages, the sum of \$1,000.00 for each consecutive calendar day thereafter as provided in Section 15 of the General Conditions.
5. BIDDER acknowledges receipt of the following ADDENDUM:

Addendum 1

Addendum 2

6. BIDDER agrees to perform all work described in the CONTRACT DOCUMENT for the following unit prices which shall reflect all in-place final costs by the BIDDER to the OWNER:

*Insert "a corporation", "a partnership", or "an individual" as applicable.

Attachment: Bid Form (Award Construction Agreement for the Overlay Project 2026 to JKT LLC)

00310

BID SCHEDULE

NOTE: BIDS shall include sales tax and all other applicable taxes and fees. A total contract AMOUNT shall be entered for each item and shall be the product of the number under UNIT times the UNIT PRICE unless the units are a lump sum whereby the AMOUNT shall also reflect the lump sum price. AMOUNT column shall be totaled as indicated below.

Line Item #	Item Description	Qty	Unit	Unit Price (Material & Labor)	Total Price
1	Public Outreach	1	LS	\$ 1746.83	\$ 1746.83
2	Mobilization	1	LS	\$ 6731.13	\$ 6731.13
3	Traffic Control	1	LS	\$ 10888.59	\$ 10888.59
4	Remove Asphalt Pavement	900	SF	\$ 2.17	\$ 1953.00
5	Remove Curb and Gutter	150	LF	\$ 11.50	\$ 1725.00
6	Install Curb and Gutter	300	LF	\$ 51.65	\$ 15495.00
7	Install Drive Approach	70	SF	\$ 15.97	\$ 1117.90
8	Directional ADA Ramp Rebuild	8	EA	\$ 1894.58	\$ 15156.64
9	Diagonal Corner (Apex) ADA Ramp Rebuild	2	EA	\$ 2059.43	\$ 4118.86
10	2" Profile (Full-Width) Mill	185,000	SF	\$ 0.25	\$ 46250.00
11	2" Overlay	185,000	SF	\$ 1.37	\$ 253450.00
12	Soft Spot Repairs (Contingency Item)	10,000	SF	\$ 8.33	\$ 83300.00
13	Pavement Markings and Road Signs	1	LS	\$ 46058.16	\$ 46058.16
14	Landscape Gravel	1	LS	\$ 3493.67	\$ 3493.67
15	Raise Manhole Frame to Grade & Place Concrete Collar	23	EA	\$ 1493.67	\$ 34354.41
16	Raise Inlet Frame to Grade & Place Concrete Collar	1	EA	\$ 1455.69	\$ 1455.69
17	Raise Water Valve and Survey Monument to Grade & Place Concrete Collar	15	EA	\$ 993.75	\$ 14906.25
18	Raise Valve Clusters to Grade & Place Concrete Collar	4	EA	\$ 2678.48	\$ 10713.92
19	Connect Existing ADS Storm Drain Pipe	1	LS	\$ 4487.89	\$ 4487.89
20	Storm Drain Curb Inlet	1	EA	\$ 2124.87	\$ 2124.87

Attachment: Bid Form (Award Construction Agreement for the Overlay Project 2026 to JKT LLC)

21	Convert Existing Sump to Catch Basin	2	EA	\$ 4001.95	\$ 8003.90
22	Storm Drain Sump	2	EA	\$ 5345.90	\$ 10691.80
23	15" RCP Storm Drain Pipe	90	LF	\$ 109.40	\$ 9846.00
24	Connect to Existing Storm Drain Manhole	1	LS	\$ 4075.94	\$ 4075.94
Contractor Total Bid Price:				\$ 592,001.77	

Respectfully submitted:

JKT LLC

Contractor Name

10744199-5501

License

Tanner LeeMaster

Signature

General Manager

Title.....

46-57578555

Federal I.D. Number

(SEAL - if BID is by a corporation)

Telephone Number

1471 Little Sweden Rd

Address

Heber City, UT 84032

City, State & Zip

June 25, 2026

Date

Attest: Jeremy Keele

Attachment: Bid Form (Award Construction Agreement for the Overlay Project 2026 to JKT LLC)

Overlay Project 2026

ST2026003

Bid Summary

Bid Opening: 6/25/2026



Contractor Name	Total Bid
JKT LLC	\$592,145.45
Asphalt Construction & Excavating Company	\$606,289.75
Kilgore Contracting	\$670,720.00
Black Forest Paving	\$696,270.00
Staker & Parson	\$699,738.00
Geneva Rock	\$724,575.00
C&B Striping	\$783,620.75
Landmark Excavating	\$809,790.00
BH Inc.	\$814,058.00

Engineer's Estimate \$647,310.00

**All bid totals are based on unit prices.*



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: July 7, 2026

Project Name: Overlay Project 2026
 Owner: American Fork City
 Bidder: JKT LLC
 1471 Little Sweden Rd
 Heber City, UT 84032

We reviewed nine bids for the Overlay Project 2026 and recommend awarding the contract to **JKT LLC**. JKT submitted the lowest responsive bid of **\$592,145.45**, which is below the engineer's estimate range of **\$600,000.00 to \$700,000.00**. Their submission included the required **insurance and bond**, documentation of **prior similar work**, and all other requested materials. Based on our review, **JKT LLC** is qualified and capable of successfully completing the work.

American Fork City

OWNER

By: _____
 Authorized Signature

City Engineer

Title



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

NOTICE OF INTENT TO AWARD

Date: July 6, 2026

Project Name: Overlay Project 2026

Owner: American Fork City

Bidder: JKT LLC
 1471 Little Sweden Rd
 Heber City, UT 84032

You are hereby notified that the City of American Fork has received your Bid dated June 25, 2026 for the above Contract. JKT LLC appears to be the Successful Bidder and is expected to be awarded the Construction Contract for the Overlay Project 2026, pending City Council approval. This item is anticipated to be on the City Council agenda for July 14, 2026.

The Contract Price of the awarded Contract is \$592,145.45.

This letter does not constitute a promise or guarantee that City Council approval will be obtained.

American Fork City

OWNER

By: _____

Authorized Signature

City Engineer

Title

Attachment: Notice of Intent to Award_Overlay_Signed (Award Construction Agreement for the Overlay Project 2026 to JKT LLC)

Section 00630
NOTICE OF AWARD

TO: JKT LLC
1471 Little Sweden Rd
Heber City, UT 84032

DATE: July 14, 2026

PROJECT: Overlay Project 2026

PROJECT NUMBER: ST2026003

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated June 4, 2026, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of
\$ 592,145.45.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S PERFORMANCE BOND, PAYMENT BOND and Certificates of Insurance within ten (10) days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER. Dated this 14 day of July, 2026.

CITY OF AMERICAN FORK

By _____ David Bunker, City Administrator

Receipt of the NOTICE OF AWARD is hereby acknowledged by:

_____ this the _____ day of _____, 202____.

By _____
 Title _____

Attachment: Notice of Award (Award Construction Agreement for the Overlay Project 2026 to JKT LLC)

Section 00640
NOTICE TO PROCEED

TO: JKT LLC
1471 Little Sweden Rd
Heber City, UT 84032

DATE: _____

PROJECT: Overlay Project 2026

PROJECT NUMBER: ST2026003

You are hereby notified to commence WORK in accordance with the Agreement dated on _____, and you are to have Substantial Completion by **October 15, 2026**. The date of completion of all WORK is **October 30, 2026**, unless the period for completion is extended by a properly signed and accepted CHANGE ORDER. Performance & Payment Bonds were received.

You are required to return an acknowledged copy of this NOTICE TO PROCEED to the OWNER. CITY OF AMERICAN FORK

By _____
 Ben Hunter, City Engineer

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

_____ this the _____ day
 of _____, 202_____.

Signature _____

Title _____

Attachment: Notice to Proceed (Award Construction Agreement for the Overlay Project 2026 to JKT LLC)



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
JULY 14, 2026**

Department Recorder Director Approval Terilyn Lurker

AGENDA ITEM Review and action on a resolution providing notice of the city's intent to sell certain real property located near 700 South 100 West.

SUMMARY RECOMMENDATION

Staff would recommend approval.

BACKGROUND

On May 12, 2025, a public hearing was held on the declaration of property at 700 South 100 West to be surplus. The City Council then adopted a resolution approving the declaration of property to be surplus.

The American Fork City Council is formally announcing its intent to sell approximately 6.5 acres of City-owned property located near 700 South and 100 West in American Fork (identified by Utah County parcel numbers 13:050:0262, 13:050:0263, and 13:066:0024). Approval of the resolution would authorize the sale process in accordance with Utah Code §§ 10-8-2 and 11-1-203. This resolution starts the public notification process required by law for a potential sale of the property.

BUDGET IMPACT

NA

SUGGESTED MOTION

Move to adopt the resolution providing notice of the city's intent to sell certain real property located near 700 South 100 West and instruct the city recorder to publish required notices.

SUPPORTING DOCUMENTS

Intent to Sell Property Resolution - 700 South 100 West (DOCX)

RESOLUTION NO. _____

A RESOLUTION OF THE AMERICAN FORK CITY COUNCIL PROVIDING NOTICE OF ITS INTENT TO SELL CERTAIN REAL PROPERTY LOCATED NEAR 700 SOUTH AND 100 WEST, CONSISTING OF APPROXIMATELY 6.4 ACRES, AND AUTHORIZING THE PUBLICATION OF NOTICE PURSUANT TO UTAH CODE §§ 10-8-2 and 11-1-203 AND OTHER APPLICABLE LAW

WHEREAS, American Fork City ("City") owns certain real property located generally near 700 South and 100 West in American Fork, Utah, consisting of approximately 6.5 acres total - parcel numbers 13:050:0262, 13:050:0263 and 13:066:0024 (the collectively "Property"); and

WHEREAS, the City Council has determined that the Property constitutes a significant parcel of real property under applicable Utah Code and American Fork City Code, and has determined that it is in the best interests of the City to provide public notice of its intent to sell the Property; and

WHEREAS, Utah Code authorizes municipalities to acquire, hold, sell, convey, and otherwise dispose of municipal real property when the legislative body determines that doing so is in the public interest and complies with applicable law;

WHEREAS, the City Council desires to provide notice of its intent to sell the Property and to direct City staff to publish the required notice and conduct the process in accordance with Utah law.

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

Section 1. Notice of Intent.

The City Council hereby declares its intent to sell the following Property:

Property:

Approximately 6.5 acres of real property located generally near the intersection of 700 South and 100 West, American Fork, Utah, more particularly described as follows:

Utah County Parcel No. 13:050:0262:

COM S 181.5 FT & E 66 FT FROM THE S 1/4 COR. SEC. 23, T5S, R1E, SLB&M.; N 181.5 FT; N 197.37 FT; S 88 DEG 20' 15" E .69 FT; S 88 DEG 20' 15" E 92.21 FT; S 89 DEG 9' 59" E 273.74 FT; N 0 DEG 22' 2" E 2.94 FT; S 89 DEG 10' 4" E 150.21 FT; S 88 DEG 56' 52" E 126.74 FT; S 370.62 FT; W 643.5 FT TO THE POB. AREA 5.524 AC.

Utah County Parcel No. 13:050:0263:

COM N 189.12 FT & E 709.5 FT FROM THE S 1/4 COR. SEC. 23, T5S, R1E, SLB&M.; S 88 DEG 56' 52" E 1.42 FT; S 0 DEG 44' 45" E 224.97 FT; S 0 DEG 31' 10" W 145.64 FT; W 3.03 FT; N 370.61 FT TO THE POB. AREA 0.027 AC.

Utah County Parcel No. 13:066:0024:

COM S 181.73 FT & E 65.37 FT FROM THE N 1/4 COR. SEC. 26, T5S, R1E, SLB&M.; S 89 DEG 48' 5" E 643.51 FT; S 0 DEG 11' 56" W 64 FT; N 89 DEG 44' 1" W 643.51 FT; N 0 DEG 11' 56" E 63.24 FT TO THE POB. AREA 0.940 AC.

Section 2. Public Interest.

The City Council finds that it is appropriate to consider the sale of the Property because the proposed disposition is anticipated to further the public interest and promote the efficient management of municipal assets.

Section 3. Publication of Notice.

The City Recorder is authorized and directed to publish notice of the City's intent to sell the Property in the manner required by Utah law complying with the requirements of Utah Code § 11-1-203 including:

(a) publishing an announcement of the City's intent to dispose of the Property on the City's website or a real estate offering website for a minimum of 45 consecutive days;

(b) posting a physical sign on the Property indicating that:

- (i) the Property is available for sale, lease, or joint venture; and
- (ii) offers may be made to the City; and

Section 4. Reservation of Rights.

Nothing in this Resolution obligates the City to complete a sale of the Property. The City Council expressly reserves the right to:

- reject any and all offers;
- negotiate the terms of any proposed sale;
- discontinue the sale process; or

- retain ownership of the Property,

if the City Council determines that doing so is in the best interests of the City.

Section 5. Authorization.

The Mayor, City Administrator, City Recorder, and City Attorney are authorized to take all actions reasonably necessary to carry out the intent of this Resolution.

Section 6. Effective Date.

This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 14th day of July 2026.

AMERICAN FORK CITY

By: _____
Mayor Bradley J. Frost

ATTEST:

City Recorder