



AMERICAN FORK CITY COUNCIL
OCTOBER 13, 2026
REGULAR SESSION AGENDA

Notice of Electronic Meeting

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

The American Fork City Council will meet in a regular session on October 13, 2026, in the American Fork City Hall, 31 North Church Street, commencing at 7:00 PM. The agenda shall be as follows:

REGULAR SESSION

1. Pledge of Allegiance; Invocation by Council Member John; roll call.
2. Twenty-minute public comment period. *Members of the public may address the Council for up to two minutes each. The Council will listen to all comments but will not discuss or respond to matters raised during the public comment period.*
3. City Administrator's report.
4. Council reports.
5. Mayor's report.

COMMON CONSENT AGENDA

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

1. Approval of the September 8, 2026, city council minutes.
2. Approval of the September 22, 2026, city council minutes.
3. Ratification of city payments (September 16, to October 6, 2026) and approval of purchase requests over \$50,000.

ACTION ITEMS

1. Review and action on approval of the annual Utah State Auditor's Office Fraud Risk Assessment.
2. Review and action on approval of a Master Services Agreement with the Utah Department of Transportation (UDOT) for the FrontRunner Double Tracking Project (FR2X).
3. Review and action on the award of the contract for the Crack Seal 2027 project to Bonneville Asphalt & Repair LLC.
4. Review and Action on the Award of the American Fork City Upper PI Pond Joint Repair Project to Dennis Lierd II Construction, Inc.
5. Review and action on approval of a partial release and termination of Notice of Interest for the Timpview Logistics Industrial Project.

6. Review and action on approval of a parcel exchange cooperative agreement with the Utah Department of Transportation (UDOT) related to the Pony Express Parkway and 700 West Corridor agreement.
7. Review and action on a resolution providing notice of the city's intent to sell certain real property located at 687 South Auto Mall Drive.
8. Review and action on a resolution providing notice of the city's intent to sell certain real property located at 163 South 300 West.
9. Consideration and action on entering into a closed session to discuss (A) the sale, purchase, and/or lease of real property and (B) pending or reasonably imminent litigation as described in Utah State Code 52-4-204 and 52-4-205.

ADJOURNMENT

Dated this 9th day of October, 2026

/s/Terilyn Lurker
City Recorder

- In accordance with the Americans with Disabilities Act, the City of American Fork will make reasonable accommodations to participate in the meeting. Requests for assistance can be made by contacting the City Recorder at 801-763-3000 at least 48 hours in advance of the meeting.
- The order of agenda items may be changed to accommodate the needs of the City Council, staff, and the public.
- Persons addressing the Council during public comment may submit written materials to the City Recorder. When practicable, the Recorder shall distribute copies to the Council or provide them electronically after the meeting. Submission of written materials does not require the Council to review, discuss, or respond to the materials during the meeting. The presiding officer may impose reasonable, content-neutral limitations regarding the format, number of copies, or method of submission to ensure the orderly conduct of the meeting.



**Request for Council Action
City of American Fork
October 13, 2026**

DEPARTMENT: Finance
SUBMITTED BY: Terilyn Lurker

AGENDA ITEM:

Review and action on approval of the annual Utah State Auditor's Office Fraud Risk Assessment.

SUMMARY RECOMMENDATION:

Staff would recommend accepting the Fraud Risk Assessment for fiscal year 2026.

BACKGROUND:

Beginning in 2020, all local governments are required to complete a Fraud Risk Assessment/Questionnaire and present it to the governing body. The Assessment assigns an overall risk level of undetected fraud based upon points earned for the implementation of identified best practices. This assessment/questionnaire is certified by the Finance Director and City Administrator. For fiscal year ending June 30, 2026 American Fork City received a very low risk rating with 375 points.

This assessment was designed by the State Auditor's Office to identify best practices in fraud detection and prevention. It is important to note the following:

- Best practices identified in the Assessment are not required, but highly recommended.
- All of the best practices in the Assessment may be implemented at a low or no cost.
- The Assessment is not a replacement or duplication of an internal control assessment performed by an independent auditor as part of a financial statement audit.

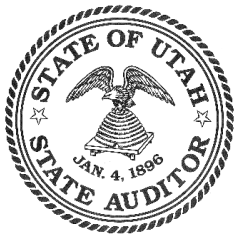
BUDGET IMPACT: No budget impact

SUGGESTED MOTION:

I move to accept the Fraud Risk Assessment for fiscal year 2026.

SUPPORTING DOCUMENTS:

[Fraud Risk Assessment Questionnaire FY 2026.pdf](#)



Fraud Risk Assessment

INSTRUCTIONS:

- Reference the *Fraud Risk Assessment Implementation Guide* to determine which of the following recommended measures have been implemented.
- Indicate successful implementation by marking “Yes” on each of the questions in the table. Partial points may not be earned on any individual question.
- Total the points of the questions marked “Yes” and enter the total on the “Total Points Earned” line.
- Based on the points earned, circle/highlight the risk level on the “Risk Level” line.
- Enter on the lines indicated the entity name, fiscal year for which the Fraud Risk Assessment was completed, and date the Fraud Risk Assessment was completed.
- Print CAO and CFO names on the lines indicated, then have the CAO and CFO provide required signatures on the lines indicated.

Fraud Risk Assessment

Continued

*Total Points Earned: 375/395 *Risk Level: Very Low Low Moderate High Very High
> 355 316-355 276-315 200-275 < 200

	Yes	Pts
1. Does the entity have adequate basic separation of duties or mitigating controls as outlined in the attached Basic Separation of Duties Questionnaire?	x	200
2. Does the entity have governing body adopted written policies in the following areas:		
a. Conflict of interest?	x	5
b. Procurement?	x	5
c. Ethical behavior?	x	5
d. Reporting fraud and abuse?	x	5
e. Travel?	x	5
f. Credit/Purchasing cards (where applicable)?	x	5
g. Personal use of entity assets?	x	5
h. IT and computer security?	x	5
i. Cash receipting and deposits?	x	5
3. Does the entity have a licensed or certified (CPA, CGFM, CMA, CIA, CFE, CGAP, CPFO) expert as part of its management team?	x	20
a. Do any members of the management team have at least a bachelor's degree in accounting?	x	10
4. Are employees and elected officials required to annually commit in writing to abide by a statement of ethical behavior?	x	20
5. Have all governing body members completed entity specific (District Board Member Training for local/special service districts & interlocal entities, Introductory Training for Municipal Officials for cities & towns, etc.) online training (training.auditor.utah.gov) within four years of term appointment/election date?	x	20
6. Regardless of license or formal education, does at least one member of the management team receive at least 40 hours of formal training related to accounting, budgeting, or other financial areas each year?	x	20
7. Does the entity have or promote a fraud hotline?	x	20
8. Does the entity have a formal internal audit function?		20
9. Does the entity have a formal audit committee?	x	20

*Entity Name: American Fork City

*Completed for Fiscal Year Ending: 2026 *Completion Date: 10/13/2026

*CAO Name: David Bunker *CFO Name: Anna Montoya

*CAO Signature: _____ *CFO Signature: 

*Required

Basic Separation of Duties

See the following page for instructions and definitions.

	Yes	No	MC*	N/A
1. Does the entity have a board chair, clerk, and treasurer who are three separate people?	x			
2. Are all the people who are able to receive cash or check payments different from all of the people who are able to make general ledger entries?	x			
3. Are all the people who are able to collect cash or check payments different from all the people who are able to adjust customer accounts? If no customer accounts, check "N/A".	x			
4. Are all the people who have access to blank checks different from those who are authorized signers?	x			
5. Does someone other than the clerk and treasurer reconcile all bank accounts OR are original bank statements reviewed by a person other than the clerk to detect unauthorized disbursements?	x			
6. Does someone other than the clerk review periodic reports of all general ledger accounts to identify unauthorized payments recorded in those accounts?	x			
7. Are original credit/purchase card statements received directly from the card company by someone other than the card holder? If no credit/purchase cards, check "N/A".	x			
8. Does someone other than the credit/purchase card holder ensure that all card purchases are supported with receipts or other supporting documentation? If no credit/purchase cards, check "N/A".	x			
9. Does someone who is not a subordinate of the credit/purchase card holder review all card purchases for appropriateness (including the chief administrative officer and board members if they have a card)? If no credit/purchase cards, check "N/A".	x			
10. Does the person who authorizes payment for goods or services, who is not the clerk, verify the receipt of goods or services?	x			
11. Does someone authorize payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	x			
12. Does someone review all payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	x			

* MC = Mitigating Control

Basic Separation of Duties

Continued

Instructions: Answer questions 1-12 on the Basic Separation of Duties Questionnaire using the definitions provided below.

☺ If all of the questions were answered “Yes” or “No” with mitigating controls (“MC”) in place, or “N/A,” the entity has achieved adequate basic separation of duties. Question 1 of the Fraud Risk Assessment Questionnaire will be answered “Yes.” 200 points will be awarded for question 1 of the Fraud Risk Assessment Questionnaire.

☹ If any of the questions were answered “No,” and mitigating controls are not in place, the entity has not achieved adequate basic separation of duties. Question 1 of the Fraud Risk Assessment Questionnaire will remain blank. 0 points will be awarded for question 1 of the Fraud Risk Assessment Questionnaire.

Definitions:

Board Chair is the elected or appointed chairperson of an entity’s governing body, e.g. Mayor, Commissioner, Councilmember or Trustee. The official title will vary depending on the entity type and form of government.

Clerk is the bookkeeper for the entity, e.g. Controller, Accountant, Auditor or Finance Director. Though the title for this position may vary, they validate payment requests, ensure compliance with policy and budgetary restrictions, prepare checks, and record all financial transactions.

Chief Administrative Officer (CAO) is the person who directs the day-to-day operations of the entity. The CAO of most cities and towns is the mayor, except where the city has a city manager. The CAO of most local and special districts is the board chair, except where the district has an appointed director. In school districts, the CAO is the superintendent. In counties, the CAO is the commission or council chair, except where there is an elected or appointed manager or executive.

General Ledger is a general term for accounting books. A general ledger contains all financial transactions of an organization and may include sub-ledgers that are more detailed. A general ledger may be electronic or paper based. Financial records such as invoices, purchase orders, or depreciation schedules are not part of the general ledger, but rather support the transaction in the general ledger.

Mitigating Controls are systems or procedures that effectively mitigate a risk in lieu of separation of duties.

Original Bank Statement means a document that has been received directly from the bank. Direct receipt of the document could mean having the statement 1) mailed to an address or PO Box separate from the entity’s place of business, 2) remain in an unopened envelope at the entity offices, or 3) electronically downloaded from the bank website by the intended recipient. The key risk is that a treasurer or clerk who is intending to conceal an unauthorized transaction may be able to physically or electronically alter the statement before the independent reviewer sees it.

Treasurer is the custodian of all cash accounts and is responsible for overseeing the receipt of all payments made to the entity. A treasurer is always an authorized signer of all entity checks and is responsible for ensuring cash balances are adequate to cover all payments issued by the entity.



**Request for Council Action
City of American Fork
October 13, 2026**

DEPARTMENT: Public Works
SUBMITTED BY: Terilyn Lurker

AGENDA ITEM:

Review and action on approval of a Master Services Agreement with the Utah Department of Transportation (UDOT) for the FrontRunner Double Tracking Project (FR2X).

SUMMARY RECOMMENDATION:

Staff would recommend approval.

BACKGROUND:

This is a master services agreement with UDOT to design and work on portions of City Utilities that will be impacted by the FrontRunner Double Tracking (FR2X) project. Each of our track crossings has utilities that are impacted as part of adding the second FrontRunner track. This agreement sets up the working conditions for UDOT to perform the necessary work on City utilities, specifically, culinary water, irrigation water, sewer, and storm drain. That work generally includes extending pipe casings and moving utilities out of the proposed railroad track right-of-way.

UDOT has hired a design firm to coordinate with American Fork City Utilities. Utility Coordination has been ongoing since April 2026.

BUDGET IMPACT:

No budget impact is expected. We have declined to include betterment improvements as part of this project.

SUGGESTED MOTION:

Move to approve the master services agreement with UDOT on behalf of UTA for the FrontRunner Double Tracking (FR2X) Project

SUPPORTING DOCUMENTS:

[FR2X MSA with UDOT_v5_2026.10.08.pdf](#)

AMERICAN FORK CITY MASTER AGREEMENT

THIS MASTER AGREEMENT (the “Agreement”), is made to be effective as of _____, 2025, by and between the **Utah Department of Transportation**, an agency of the State of Utah (“UDOT”), and **American Fork City**, a political subdivision of the State of Utah, (“Third-Party”). Each may also be referred to as a party (“Party”) and together as parties (“Parties”).

RECITALS

WHEREAS, UDOT is preparing to award a Progressive Design-Build contract for the fixed guideway capital development project identified as Project Number: S-R299(483) Project Name: FrontRunner Point Improvements (“Project”); and

WHEREAS, a progressive design-build contractor (“Design-Builder”) will complete the Project design and administer construction for UDOT; and

WHEREAS, UDOT has identified one or more Third-Party facilities within the limits of the Project (the “Facility” or “Facilities”), and when conflicts with the Project are present, the Project may necessitate the relocation, protection, or adjustment, including design thereof, of any or all of the Facilities in a manner that is functionally equivalent to the Facilities prior to their relocation (the “Third-Party Work”); and

WHEREAS, when the Third-Party or UDOT perform the Third-Party Work, it will be performed under the terms stated in this Agreement; and

WHEREAS, for the purpose of expediting any required Third-Party Work and reimbursements in connection therewith (if any), the Parties are entering into this Agreement to set out the general terms and conditions for the Third-Party Work, with the understanding that future Supplemental Agreements to this Agreement will be entered into covering specific requirements for the Third-Party Work at specific Project locations, and a sample form of a Supplemental Agreement is attached hereto at Exhibit A and incorporated herein.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, which by this reference are incorporated into this Agreement, and for the terms set forth below, which the Parties acknowledge to be good and sufficient consideration, the Parties agree as follows:

1. APPLICATION OF AGREEMENT

This Agreement applies to Third Party Work, including Third-Party Work (and any betterment work that UDOT agrees to pursuant to Section 9 below) that: (i) UDOT performs on behalf of the Third-Party with prior notice and approval from the Third-Party;

and that (ii) the Third-Party performs. The Parties must implement this Agreement for any such work by executing a Supplemental Agreement, and this Agreement is applicable to all of the Third-Party Work (and betterment work) described in any Supplemental Agreement. All Supplemental Agreements executed by the Parties are hereby made a part of this Agreement by this reference. For all Supplemental Agreements, this Agreement shall continue to apply to each Supplemental Agreement unless a Party terminates the Supplemental Agreement, in which case only provisions that by their nature are intended to survive shall apply to the terminated Supplemental Agreement (including, but not limited to, the indemnification and audit provisions). If the Parties do not enter any Supplemental Agreements to this Agreement, then this Agreement shall have no effect.

2. CONTACT INFORMATION

UDOT's Project Representative is Garret Jenson, Third-Party Lead, telephone number 385-318-9236, e-mail Garret.Jenson@hdrinc.com.

UDOT's Project Director is Brian Allen, telephone number 385-414-1092, e-mail brianja@utah.gov, or their designated representative, as assigned.

UDOT's Field Representative contact person will be identified in subsequent Project agreements.

Third-Party's contact person is Ben Hunter, telephone number 801-854-5930, and e-mail bhunter@americanfork.gov.

3. AUTHORIZATION FOR DESIGN WORK

In order to facilitate coordination and obtain technical information about the Facilities and requirements for inclusion in this Agreement, and the Request for Proposals for the Design-Builder, UDOT provided a Design Authorization Letter to the Third-Party on February 27, 2025, which authorizes certain work as stated in the letter.

4. SUBSURFACE UTILITY ENGINEERING

UDOT has performed preliminary Subsurface Utility Engineering ("SUE") within the limits of the Project. Regardless of which Party will perform the Third-Party Work, UDOT will perform additional SUE work to determine the precise location of underground facilities at specific, critical locations on the Project, which will be reviewed with the Third-Party.

5. PROJECT COORDINATION

During the development of the Project design, the Third-Party and UDOT, along with its Design-Builder, shall consult as necessary in an effort to determine if conflicts with the Facilities can be avoided. At all times, the Third-Party will cooperate and coordinate with UDOT and its Design-Builder. Cooperation and coordination include, but are not limited to, performing necessary design reviews and inspections of the Third-Party Work as set forth in Section 12. The Third-Party will also work through UDOT's Project Representative

to cooperate and coordinate with others (such as UTA and Project consultants) if they have interests that relate to the Facilities.

The Parties acknowledge the importance of completing the Third-Party Work in a manner consistent with the overall schedule for the Project. Accordingly, in connection with each Supplemental Agreement, the Parties shall coordinate, cooperate, and agree upon a schedule for the design, construction, and final completion of the Third-Party Work, as well as any betterment work to be performed by UDOT or the Third Party in conjunction with the Third-Party Work. The schedule shall be determined by UDOT with input from the Third Party.

6. **THIRD-PARTY GENERAL REQUIREMENTS**

UDOT and the Third-Party will comply with the following general requirements in connection with all Third-Party Work. These requirements may be altered in a Supplemental Agreement, and in case of any conflict with the following general requirements, the information stated in a Supplemental Agreement will govern. The Third-Party will require the following from UDOT:

- a. UDOT will provide the following required times for each activity after a UDOT-approved Project design has been provided to the Third-Party unless specified otherwise in a Supplemental Agreement:
 - i. Third-Party design review of UDOT designs: The Third-Party will review and provide comments on the design plans (and betterment cost estimates, if applicable), within **2 weeks** from the time UDOT delivers the design plans to the Third-Party.
 - ii. Supplemental Agreement review and signature routing by the Third-Party: **4-6 weeks**. The same time will be provided for each revision to a Supplemental Agreement.
- b. The Third-Party cannot have irrigation facilities out of service between April 15 and October 15. Any interruption to services on other Third-Party facilities must be approved by the Third-Party in writing.
- c. When UDOT performs Third-Party Work, UDOT will supply as-built plans, in PDF format, at a reasonable time after UDOT's completion of the Project.

7. **GENERAL REQUIREMENTS**

The following is required for design and construction:

- a. All work including Third-Party Work will be functionally equivalent to the Facilities prior to their relocation.
- b. UDOT will schedule and meet with the Third-Party to review the design and scheduling of the Third-Party Work at specific locations on the Project to ensure maximum lead time for advance order of materials and workforce scheduling.
- c. Unless otherwise agreed in a Supplemental Agreement, UDOT will secure permits required for said Work.

- d. UDOT is performing Third-Party Work. UDOT will notify the Third-Party at least **3 business days** in advance of UDOT beginning work on any Third-Party Work covered by a Supplemental Agreement hereto, to allow the Third-Party time to schedule an inspector to be present during the Third-Party Work. For each Supplemental Agreement, after this initial notification, subsequent notification of when and where Third-Party Work will be performed will be given on a day-to-day basis. The Third-Party Work will be designed in accordance with Third-Party's Municipal Code, standard details and specifications as well as the 2025 APWA Specifications, which are the standards that are regularly followed by the Third-Party in its own work and not considered a betterment. The Third-Party agrees that UDOT will rely on such standards for the duration of the Project, whether any Third-Party Work is designed by UDOT or by the Third-Party. In the event of a conflict between UDOT and Third-Party standards, the higher standard will be applied when it is consistent with applicable federal requirements.

8. **RIGHT-OF-WAY**

The Third-Party Work will include any replacement easements or other rights to use land that are required to be obtained for the Third-Party Work. UDOT will perform all such work to obtain easements or other rights that must be obtained in compliance with applicable law.

If UDOT must access the Third-Party's property, rights, or interests to perform Third-Party Work (or any related betterment work that UDOT agrees to), UDOT will provide notice to the Third-Party and must obtain applicable permits from the Third-Party before such access occurs. If the Third-Party must access the property, rights, or interests of UDOT, Union Pacific Railroad, or the Utah Transit Authority to perform any Third-Party Work (or any related betterment work that UDOT agrees to), the Third-Party will apply for a permit from the relevant entity.

9. **BETTERMENT WORK**

Betterment work is work in connection with Third-Party Work that exceeds what is necessary in order for UDOT to relocate, protect in place, or adjust any Facilities in a manner that is functionally equivalent to what existed prior to UDOT's Project. If the Third-Party desires to include betterment work in the Project at any specific location, UDOT, in its sole discretion, may agree to the betterment work if: (i) the difference in costs between the functionally equivalent required Third-Party Work and the Third-Party's desired betterment work that is not required by the Project is the sole cost of the Third-Party; (ii) the betterment work can be accommodated without delaying UDOT's Project; and (iii) the Parties provide for the betterment work in a Supplemental Agreement or in a separate Betterment Agreement (which, among other things, will state who is to perform the betterment work). If the Parties enter a separate Betterment Agreement, the Parties agree that the terms of this Agreement shall also apply when not in direct conflict with the Betterment Agreement. UDOT may terminate betterment work that is included in a Supplemental Agreement, and may terminate a separate Betterment Agreement, if the Third-Party does not make payment as required, and at UDOT's convenience, such as if

Project needs change. UDOT shall have no interest in, responsibility for, or liability of any kind in connection with any betterment work.

10. **SUPPLEMENTAL AGREEMENTS**

If Third-Party Work is required by the Project, the Parties will implement this Agreement for each location by entering a Supplemental Agreement to identify each Party's responsibilities. Third-Party Work does not include betterments, but if UDOT agrees to perform any betterment work, or if UDOT agrees that the Third-Party can perform betterment work as part of a Third-Party performance, then a Supplemental Agreement (or a separate Betterment Agreement) will also provide for the betterment work and identify each Party's responsibilities. Each Supplemental Agreement will also include a description and location of the Third-Party Work to be performed, design drawings showing the original and proposed locations of the Facilities, Third-Party Work schedules, cost estimates from all Parties that are participating in a share of the costs, participation shares for UDOT and the Third-Party if there are any (as further provided in Section 15), and any other terms specific to the Third-Party Work. Cost estimates included in Supplemental Agreements do not account for increases due to unknown and unforeseen hardships or other contingencies in accomplishing the Third-Party Work and are subject to change.

All Supplemental Agreements are subject to the terms of this Agreement. A Supplemental Agreement may only change a provision of this Agreement if it expressly cites such provision and states the change. Such changes to this Agreement, when expressly stated in a Supplemental Agreement, apply to that Supplemental Agreement only.

In the event there are changes in the scope of the Third-Party Work covered by a Supplemental Agreement, a modification to the Supplemental Agreement approved in writing by the Parties is required prior to the start of Third-Party Work on the scope changes. Either Party may terminate a Supplemental Agreement upon giving reasonable written notice to the other Party. Any costs expended by the Third-Party will be reimbursed based on said terminated Supplemental Agreement..

11. **THIRD-PARTY TO NOTIFY UDOT**

The Third-Party's personnel shall notify UDOT's Field Representative upon arriving and leaving the Project site in order to verify that the Third-Party has inspected the Third-Party Work. Third-Party's personnel will comply with all applicable OSHA and Project safety requirements while within the Project limits.

12. **THIRD-PARTY INSPECTION**

If UDOT performs the Third-Party Work pursuant to a duly executed Supplemental Agreement, the Third-Party shall provide on-call engineering support by the Third-Party engineer or appropriate representative to support the Third-Party's obligations under this Agreement (including, but not limited to design review, schedule coordination, and to

perform the necessary inspection on the Facilities installed by UDOT), in order to correct or clarify issues while the Third-Party Work is being performed.

- a. The Third-Party engineer and/or inspector shall work with and through UDOT's Field Representative and shall give no orders directly to UDOT's Design-Builder unless authorized in writing to do so by UDOT's Field Representative. UDOT will accomplish the Third-Party Work covered by a Supplemental Agreement in accordance with the plans and specifications provided and approved by UDOT and the Third-Party in the Supplemental Agreement.
- b. The Third-Party shall immediately notify UDOT's Field Representative of any deficiencies in the Third-Party Work. The Third-Party shall follow up with written detail to UDOT's Project Representative and UDOT's Field Representative of its findings within 24-hours of making its initial notification.
- c. UDOT will respond to Third-Party's concerns within 24-hours of written notification.
- d. The Third-Party, through its inspection of the Third-Party Work, will provide UDOT's Field Representative with information addressing any problems or concerns the Third-Party may have with acceptance of the Third-Party Work.

13. UDOT INSPECTION

If the Third-Party performs the Third-Party Work pursuant to a duly executed Supplemental Agreement, UDOT shall perform the necessary inspection on the Facilities installed by the Third-Party within UDOT's or UTA's right-of-way, in order to correct or clarify issues while the Third-Party Work is being performed.

- a. UDOT shall work with and through the Third-Party's contact person identified in Section 2. The Third Party shall work with and through UDOT's Project and Field Representative and will not work directly with UDOT's Design-Builder unless authorized in writing to do so. The Third-Party will accomplish the Third-Party Work covered by a Supplemental Agreement in accordance with the plans and specifications provided and approved by UDOT and the Third-Party in the Supplemental Agreement, including changes or additions to the plans which are subsequently made a part of a Supplemental Agreement.
- b. UDOT shall immediately notify the Third-Party's contact person identified in Section 2 of any deficiencies in the Third-Party Work within UDOT's or UTA's right-of-way. UDOT shall follow up with written detail to the Third-Party's contact person of its findings within 24-hours of making its initial notification.
- c. The Third-Party will respond to UDOT's concerns within 24-hours of written notification.
- d. UDOT, through its inspection of the Third-Party Work within UDOT's or UTA's right-of-way, will provide the Third-Party's contact person identified in Section 2 with information covering any problems or concerns UDOT may have with acceptance of the Third-Party Work.

14. DAILY RECORDKEEPING

UDOT and the Third-Party will each keep daily records of onsite activities. The Third-Party's daily records will be completed on a form that has been preapproved by UDOT's Contracts, Compliance and Certification Manager. The daily records shall be signed by UDOT's Field Representative or an authorized designee and by the Third-Party or its authorized designee. Copies of the daily records shall be retained by the Parties to this Agreement.

15. **REIMBURSEMENT**

Per Utah Code § 72-6-116(3)(a)(i)(A), UDOT will reimburse the Third-Party 100% of the cost of Third-Party Work.

Should it become necessary for the Third-Party to use outside consultants or contractors to perform design, design review, observation, construction, or inspection to accommodate the Third-Party Work and Project schedule, the Third-Party shall notify UDOT. Upon concurrence by UDOT, the Parties then must execute a Supplemental Agreement to agree to the cost of the services; after execution, and after receiving a notice to proceed from UDOT, the Third-Party may procure outside services through applicable procurement requirements.

16. **SUBMITTAL OF ITEMIZED BILLS**

The Third-Party shall submit itemized bills covering the actual costs incurred, whether with Third-Party resources or for outside services, to perform design, design review, construction, oversight, or inspection work that is covered by the terms of a Supplemental Agreement, and shall submit bills to:

UDOT Contracts and Compliance Specialist
constructionpayments@utah.gov
or hard copy mailed to
4501 South 2700 West
Construction Office, Box 148220
Salt Lake City, Utah 84114-8220

Itemized bills shall bear the Project and Supplemental Agreement numbers, supporting sheets, and a complete billing statement of all actual costs incurred, following the order of the items in the detailed estimates contained in the Supplemental Agreement, and shall be submitted to UDOT within **60 days** following completion of services by the Third-Party on the Project. Otherwise, previous payments to the Third-Party will be considered final, except as agreed to between the Parties in writing in advance, and the submitted cost will be disallowed.

UDOT will reimburse the Third-Party within **60 days** after receipt of the billings, but only for those actual, allowable, and reasonable costs fully complying with this Agreement and applicable law.

17. **FEDERAL REQUIREMENTS**

The Third-Party agrees to include the clauses in this in Section 17 in each subcontract financed in whole or in part with federal assistance provided by (Federal Transit Administration (“FTA”). It is further agreed that the clauses shall not be modified, except to identify the subcontractor that will be subject to the provisions.

a. 2 C.F.R. § 200.216 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

This Section 17(a) applies when the Project makes use of federal funds and to the extent that the Third-Party Work relates to any agreement with UDOT that is subject to Public Law 115-232, Sec. 889 and 2 CFR § 200.216 (the “Telecommunications Laws”). Among other things, the Telecommunications Laws prohibit the use of any sort of “covered telecommunications” equipment or services, which are those provided by a company listed in such laws. The Third-Party shall at all times comply with the Telecommunications Laws. The Third-Party hereby certifies that it has read the Telecommunications Laws and consulted with legal counsel as needed. For all matters which are the subject of any agreement between the Third-Party and UDOT, the Third-Party hereby certifies that it currently conforms with, and will continue to conform with, the Telecommunications Laws in all respects. The Third-Party shall also place this certification in all UDOT-related contracts with subcontractors, consultants, and suppliers for UDOT’s benefit. If any government entity having jurisdiction determines that the Third-Party or its associates is not in compliance with the Telecommunications Laws, the Third-Party agrees that it shall promptly notify UDOT of the same and remedy any deficiency.

b. Buy America and Build America/Buy America Requirements

Flow down Requirements: The Buy America requirements flow down to first tier subcontractors, which are responsible for ensuring that lower tier subcontractors are in compliance.

Buy America - The Third-Party agrees to comply with 49 U.S.C. § 5323(j) and 49 C.F.R. Part 661 and the Build America, Buy America Act (Public Law 117-58) and its implementing regulations at 2 C.F.R. Part 184, which provide that federal funds may not be obligated unless all steel, iron, manufactured products, and construction materials used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a temporary or general waiver. General waivers are listed in 49 C.F.R. § 661.7. Temporary waivers have been issued under 87 FR 64534 and 88 FR 55817.

The Third-Party must submit to UDOT the appropriate Buy America certifications, as included in Exhibit B.

c. Program Fraud and False or Fraudulent Statements or Related Acts

Flow Down - This Program Fraud and False or Fraudulent Statements or Related Acts clause extends to Third-Party and its contracts and subcontracts at every tier. These requirements flow down to contractors and subcontractors that make, present, or submit covered claims and statements.

Program Fraud and False or Fraudulent Statements or Related Acts - The Third-Party acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.*, and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Third-Party certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this Third-Party Work is being performed. In addition to other penalties that may be applicable, the Third-Party further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Third-Party to the extent the federal government deems appropriate.

The Third-Party also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the federal government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by FTA under the authority of 49 U.S.C. Chapter 53, the federal government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(I) on the Third-Party, to the extent the federal government deems appropriate.

18. SALVAGED MATERIALS

All materials from Third-Party's existing Facilities which are recovered by UDOT while performing the Third-Party Work and which are not reused on this Project shall become the property of the Design-Builder unless otherwise agreed to in advance by the Parties hereto.

19. AUDIT

The Third-Party shall keep detailed and complete records verifying all costs for which the Third-Party seeks reimbursement pursuant to this Agreement and supporting the Third-Party's billings. Upon completion of the Third-Party Work, UDOT and the Third-Party shall reconcile the payments made to the Third-Party under this Agreement. For a period of three (3) years following completion of the Third-Party Work, each Party agrees to make any payment adjustment required as the result of the reconciliation performed.

UDOT, the Federal Transit Administration, the State of Utah, and any other government entity or agency with jurisdiction shall have the right, upon reasonable notice, to audit all cost records and accounts of the Third-Party pertaining to the Third-Party Work for the

purpose of verifying the costs for which the Third-Party seeks reimbursement. The Third Party shall cooperate with UDOT or FTA to provide access to the records and accounts. Should this audit disclose that the Third-Party has been underpaid, the Third-Party will be reimbursed by UDOT after submission of an additional billing to cover the underpayment. Should this audit disclose that the Third-Party has been overpaid, the Third-Party will reimburse UDOT in the amount of the overpayment. The Third-Party is required to maintain cost records regarding the Third-Party Work for which the Third-Party seeks reimbursement under this Agreement for a minimum of three (3) years after final payment is received from UDOT.

20. ACCEPTANCE AND MAINTENANCE

UDOT will provide notification to the Third-Party to obtain final acceptance for any Third-Party Work upon completion of the final inspection for such work, and the notice will identify the portions of the Facilities that are subject to final acceptance. Upon receipt of any notice, the Third-Party will have **60 days** to respond in writing to UDOT's Resident Engineer with any additional comments regarding the identified Third-Party Work. After 60 days, the Third-Party is deemed to have accepted the identified Third-Party Work unless the Parties agree otherwise in writing. Upon UDOT's completion of any Third-Party Work identified in a notice, the Third-Party will solely own and maintain such Facilities unless otherwise agreed to by the Parties in writing.

Acceptance means that except as otherwise agreed in a writing signed by authorized representatives of both Parties, the Third-Party accepts the Third-Party Work "as-is," without conditions or reservations, and the Third-Party waives and releases all claims against UDOT and its commissioners, employees, agents, contractors, and consultants for any and all losses of every kind (including, but not limited to, claims, liabilities, liens, and damages), whether known or unknown, and whether or not involving negligence. This includes, but is not limited to, releasing UDOT from any responsibility or liability that may result from the Third-Party's new Facilities or the operation thereof. However, the foregoing release shall not apply to matters that are covered by a warranty provided by a contractor or the Design-Builder to the extent necessary to enforce such warranty (the intent of this sentence is to provide for all contractor warranties applying as written to obligate the contractor or the Design-Builder to remedy the warranted work).

21. ACCESS FOR MAINTENANCE

Access for maintenance and servicing of the Facilities located on UDOT's or UTA's right-of-way will be allowed only by permit issued by UDOT and/or UTA to the Third-Party, and the Third-Party will obtain the permit and abide by the conditions thereof (for policing and other controls) in conformance with Utah Administrative Code R930-7, as applicable, and other applicable law.

22. INDEMNIFICATION

Each Party agrees to indemnify, defend, and save harmless the other from and against all claims, suits, and costs, but not attorneys' fees, for injury or damage of any kind, arising

out of its own negligent acts, errors, or omissions and those of its officers, authorized agents, and employees in the performance of this Agreement (which includes any Supplemental Agreements), but subject to the following limitations. UDOT is a governmental entity that is subject to the Utah Governmental Immunity Act, and if the Third Party is also a governmental entity within the coverage of that Act, the Third Party is also subject to that Act. Nothing in this paragraph is intended to create additional rights to third parties, or to waive any of the provisions of the Governmental Immunity Act, or to prevent a Party from tendering a claim to its authorized agents, or others. The obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided a Party is a governmental entity that is within the coverage of that Act and the Act applies to the action, error, or omission giving rise to the protections described in this paragraph. UDOT shall have no interest in, responsibility for, or liability of any kind in connection with any betterment work. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

23. MISCELLANEOUS

The following terms apply to this Agreement:

- a. Any Party may give a written notice under this Agreement by delivering it to the following physical addresses (an email may be used in addition as a courtesy), and notice is effective upon delivery when delivered by hand or by overnight delivery service with confirmation of delivery (or, if placed in the U.S. mail, notice is effective three days after such notice receives a postmark):

To UDOT: UDOT 4501 South 2700 West Box 143600 Salt Lake City, UT 84114	To Third-Party: American Fork City 51 E. Main St. American Fork, UT 84003
---	---

- b. The Parties agree to undertake and perform all further acts that are reasonably necessary (except when expressly prohibited by law) to carry out the intent and purpose of the Agreement and to assist UDOT with maintaining compliance with the legal requirements applicable to UDOT after receiving a written notice that explains the need for such action.
- c. UDOT's consent, review, acceptance, approval, or other action or inaction relating to any conditions, inspections, plans, specifications, or other work arising out of this Agreement is for purposes of administering this Agreement only, and it does not constitute an assumption by UDOT of any responsibility or liability for the same; it does not relieve the other Party of any duties (including but not limited to duties to ensure compliance with applicable standards); and it does not constitute a waiver by UDOT of the other Party's obligation to comply with applicable standards. Any consent, review, acceptance, approval or other action or inaction must be provided by UDOT's authorized employee or representative.

- d. No part of this Agreement may be waived, whether by a Party's failure to insist on strict performance of this Agreement or otherwise, except in a writing signed by an authorized representative of the Party waiving.
- e. Neither Party may assign or delegate this Agreement and actions required by it without the other Party's prior written authorization, and any purported assignment or delegation to the contrary is void.
- f. This Agreement does not create any agency, joint venture, partnership, or other relationship among the Parties, and it is intended only for the Parties hereto and does not create any third-party beneficiaries.
- g. This Agreement is governed by Utah law without reference to choice or conflict of law provisions. Jurisdiction for any judicial action brought in connection with this Agreement shall be in a court in Salt Lake County, Utah, and ALL PARTIES KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO A JURY TRIAL.
- h. Time is of the essence. This Agreement shall be construed to enforce its provisions to the fullest extent allowed under applicable law to give effect to the intent of the Parties, whether or not any provision of this Agreement is invalidated. All Parties negotiated this Agreement and are collectively considered its drafter.
- i. Before taking any legal action in connection with this Agreement, each Party agrees to first advise the other of a dispute and to meet in good faith in an effort to resolve it.
- j. All rights and remedies in this Agreement are cumulative and nonexclusive and do not limit any other rights and remedies of the Parties. The indemnity provision herein and other terms that by their nature are intended to survive this Agreement's termination shall survive. Nothing in this Agreement shall be construed to limit UDOT's or the Third Party's governmental powers and authority.
- k. This Agreement may only be amended in a written document that is signed by an authorized representative of each Party. This Agreement (which includes any Supplemental Agreements and amendments executed by the Parties) is the entire agreement of the Parties with respect to the subject matter hereof and it shall supersede all prior negotiations, understandings, and agreements with respect to such subject matter.
- k. Each Party warrants that its authorized representative has signed this Agreement with authority to bind such Party, which also binds its successors and assigns. Each Party further warrants that all signatures necessary to make this Agreement binding against the Party have been included below, and that this Agreement's terms do not violate other contracts and commitments of the Party.
- L. This Agreement may be signed in counterparts and signed electronically.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

ATTEST:	American Fork City
_____	_____
Title: _____	Title: _____
Date: _____	Date: _____
(IMPRESS SEAL)	

Recommended For Approval:	Utah Department of Transportation
_____	_____
Title: _____	Title: Project Director
Date: _____	Date: _____

Form Approval Date by UDOT Assistant Attorney General: November, 2023	Comptroller Office

	Title: Contract Administrator
	Date: _____

**EXHIBIT A
TO MASTER AGREEMENT**

SUPPLEMENTAL AGREEMENT FORMAT

**AMERICAN FORK CITY
SUPPLEMENTAL AGREEMENT NO. _____**

Supplement to UDOT Finance No. _____

THIS SUPPLEMENTAL AGREEMENT ("Supplemental Agreement") is made by and between the **Utah Department of Transportation**, ("UDOT"), and **American Fork City**, a political subdivision of the State of Utah, ("**Third-Party**"). Each may be referred to herein as party ("Party") and together as parties ("Parties").

AGREEMENT

The Parties acknowledge that they have received good and sufficient consideration for this Supplemental Agreement, and they agree as follows:

1. Implementation of MA. The Parties hereto entered into a Master Agreement dated _____, UDOT Finance No. _____ (the "MA"). This Supplemental Agreement is hereby made a part of the MA and it implements the MA for the Third-Party Work described herein. The MA's terms remain in full force and effect and govern this Supplemental Agreement. If there is a conflict between the MA and this Supplemental Agreement, the MA will control except as provided in Section 6, and except when, in accordance with Section 10 of the MA, this Supplemental Agreement expressly cites a provision of the MA and states a change to it in Section 4 below. Among other things, the capitalized defined terms in the MA apply to this Supplemental Agreement as well. This Supplemental Agreement applies only to the Third-Party work described herein, which can be generally described as:

_____.
2. Performance of Third-Party Work for this Supplemental Agreement. [The Third-Party] [UDOT's contractor] will perform the following described Third-Party Work in accordance with the terms and conditions of the MA and this Supplemental Agreement:
 - a. Plans. The plan sheets depicting the Third-Party Work are shown in Exhibit "A" and incorporated herein by this reference.

- b. Specifications. The special provisions for this Third-Party Work are as follows:
- c. Schedule. This Third-Party Work will be completed between **x** and **x**. A schedule for this Third-Party work is shown in Exhibit “**B**” and incorporated herein by this reference.
- d. Betterments. **[No betterments are part of this Third-Party Work.] [The Third Party desires to include a betterment as part of this Third-Party Work at the Third Party’s sole expense, and the betterment is described as follows: _____. The scope, schedule and budget relevant to the betterment is included as a part of Exhibit A attached hereto and incorporated herein. That exhibit specifies which Party will perform the betterment work, and the terms of the MA and this Supplemental Agreement apply to the betterment work if it is performed by UDOT’s contractor.]**
- e. As-Built Survey Responsibility. If the Third Party is performing any work (whether this Third-Party Work or betterment work), and if the Design-Builder is responsible to collect data to complete an as-built survey for this Third-Party Work on behalf of the Third Party, it is the Third-Party’s responsibility to notify the Design-Builder at least 48 hours in advance of the time when the Third Party begins the Third-Party Work in order for the Design-Builder’s surveyor to be present. Should the proper notification and coordination not occur, and if the Third-Party Work is performed without the Design-Builder’s surveyor present to collect the as-built data, UDOT may hire a Subsurface Utility Engineer (SUE) consultant to locate the facilities at the Third-Party’s expense.
- f. UDOT will notify the Third-Party’s contact person, **Name**, telephone number **(801) xxx-xxxx**, and e-mail **xxx@** at least **2 business days** in advance of beginning and completing its portion of the Third-Party Work covered herein.
- g. Third-Party will notify UDOT’s **Resident Engineer, XXXXXX**, telephone number **(xxx) xxx-xxxx**, and e-mail **xxxxxx@utah.gov**, or their designated representative, as assigned at least **2 business days** in advance of beginning and completing its portion of the Third-Party Work covered herein.
3. Estimated Cost. Total estimated cost of this Third-Party Work is shown in Exhibit “**C**” and incorporated herein by this reference, and is summarized as follows:

TOTAL ESTIMATED COST OF THIS SUPPLEMENTAL AGREEMENT	\$0.00
THIRD PARTY WORK	
BREAKDOWN:	
TOTAL ESTIMATED COST OF THIRD-PARTY-PERFORMED THIRD-PARTY WORK	\$0.00
TOTAL ESTIMATED COST OF UDOT-PERFORMED THIRD-PARTY WORK	\$0.00
COMBINED TOTAL ESTIMATED COST OF THIRD-PARTY WORK	\$0.00

TOTAL ESTIMATED AMOUNT OF THIRD-PARTY PARTICIPATION @	\$0.00
[TBD]%	
TOTAL ESTIMATED AMOUNT OF UDOT PARTICIPATION @ [TBD]%	\$0.00
TOTAL ESTIMATED COST OF THIRD-PARTY BETTERMENT WORK	\$0.00

4. Changes to MA. There are no changes to the MA except when, in accordance with Section 10 of the MA, this Section 4 lists below an expressly cited provision of the MA (in other words, it lists the section number in the MA and types in the affected text below), and this Section 4 then also states a change to that specific text from the MA.

IN WITNESS WHEREOF, the Parties hereto have caused this Supplemental Agreement to the MA to be executed by their duly authorized representatives as of the day and year of the last Party signing below.

Third-Party

Title: _____

Date: _____

.....

Recommended For Approval:

Utah Department of Transportation

Title: Statewide Utility Leader

Title: Project Director

Date: _____

Date: _____

Project No.: S-R299(483)
Project Name: FrontRunner Point Improvements
American Fork City
Charge ID No. 74629 PIN 21213

Comptroller's Office

	Title: _____
	Contract Administrator
	Date: _____

ATTACH EXHIBITS A, B AND C TO THIS SUPPLEMENTAL AGREEMENT

EXHIBIT B
TO MASTER AGREEMENT
BUY AMERICA CERTIFICATIONS

In accordance with 49 U.S.C. § 5323(j) and 49 C.F.R. § 661.6, and the Build America, Buy America Act (Pub. L. 117-58) and its implementing regulations at 2 C.F.R. Part 184, for the procurement of steel, iron, manufactured products or construction materials, use the certifications below.

Certificate of Compliance with Buy America Requirements

The Third-Party, or any of its lower-tier bidders or offerors, hereby certifies that it will comply with the requirements of 49 U.S.C. § 5323(j)(1); the applicable regulations in 49 C.F.R. Part 661; and the Build America, Buy America Act (Pub. L. No. 117-58, §§ 70901-17) and its implementing regulations at 2 C.F.R. Part 184.

Date: _____

1. Signature:
2. Company:
3. Name:
4. Title:

Certificate of Non-Compliance with Buy America Requirements

The Third-Party, or any of its lower-tier bidders or offerors, hereby certifies that it cannot comply with the requirements of 49 U.S.C. § 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. § 5323(j)(2), as amended; the applicable regulations in 49 C.F.R. § 661.7; and the Build America, Buy America Act (Pub. L. No. 117-58, §§ 70901-17) and its implementing regulations at 2 C.F.R. Part 184.

Date: _____

5. Signature:
6. Company:

7. Name:

8. Title:



Request for Council Action
City of American Fork
October 13, 2026

DEPARTMENT: Public Works
SUBMITTED BY: Terilyn Lurker

AGENDA ITEM: Review and action on the award of the contract for the Crack Seal 2027 to Bonneville Asphalt & Repair LLC.

SUMMARY RECOMMENDATION: Staff recommends the City Council award of the Crack Seal 2027 contract to Bonneville Asphalt & Repair LLC (ST2026005).

BACKGROUND:

The Engineering Division followed standard procurement policy by issuing an invitation for bids (IFB) through the Utah Public Procurement Place (U3P). Eleven companies provided responsive bids on the project. Bonneville Asphalt & Repair LLC was the apparent low bidder based on the bid criteria in the issued IFB with a unit price of \$1,840.00 per ton of sealant, for a total of \$140,000.00.

The Project includes the following: public notice, sweeping, cleaning and treatment of existing surface, crack seal, protection of valves and manholes, and cleanup. The site of the work is at 300 North between 200 West and 100 East, 300 North between 500 East and 1265 East, Merchant Street between Main Street and 100 North, Church Street between Main Street and 100 North, 700 East between 300 North and State Street, public roadways in the transit-oriented development zone, and public roadways in the Northridge, North Park Estates, Eddington Estates, and Ashley Meadows subdivisions as shown in the attached documents.

Substantial completion for this project is April 1, 2027.

BUDGET IMPACT:

Bid by Bonneville Asphalt & Repair LLC is \$140,000.00. This project is funded by street maintenance funds for crack seal projects.

SUGGESTED MOTION:

Mr. Mayor, I move that the City award the Crack Seal 2027 project in the amount of \$140,000.00 to the responsible low bidder, Bonneville Asphalt & Repair LLC and approve the construction contract as presented.

SUPPORTING DOCUMENTS:

[Letter of Recommendation_Crack Seal 2027_Signed.pdf](#)

[Agreement_Crack Seal 2027.pdf](#)

[Notice to Proceed_Crack Seal 2027.pdf](#)

[Notice of Intent to Award_Crack Seal 2027_Signed.pdf](#)

[Notice of Award_Crack Seal 2027.pdf](#)

[Crack Seal 2027 Bid Summary.pdf](#)

[Locations_Crack Seal 2027.pdf](#)

[Bid Form_Crack Seal 2027.pdf](#)



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: October 5, 2026

Project Name: Crack Seal 2027
Owner: American Fork City
Bidder: Bonneville Asphalt & Repair LLC
PO Box 186
Orem, UT 84059

We reviewed eleven bids for the Crack Seal 2027 project and recommend awarding the contract to **Bonneville Asphalt & Repair LLC**. Bonneville Asphalt submitted the lowest responsive bid of **\$1,840.00 per ton of sealant**, for a total contract price of **\$140,000.00**, which is below the engineer's estimate range of **\$2,500.00 to \$3,000.00 per ton of sealant**. Their submission included the required **insurance and bond**, documentation of **prior similar work**, and all other requested materials. Based on our review, **Bonneville Asphalt & Repair LLC** is qualified and capable of successfully completing the work.

American Fork City

OWNER

By: 
Authorized Signature

City Engineer

Title

Section 00500

AGREEMENT

THIS AGREEMENT, is executed in duplicate this _____ day of _____, 202__ 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 Bonneville Asphalt & Repair LLC, an LC, with its principal offices located at PO Box 186, Orem, UT 84059, (hereinafter referred to as "CONTRACTOR").

RECITALS

WHEREAS the CITY has set forth specifications and criteria for the construction of project number ST2026005, Crack Seal 2027, 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 2025 and the City of American Fork Supplemental Specifications
- Specifications prepared or issued by American Fork City, dated August 2026
- Drawings prepared by American Fork City (2 pages, attached) and dated August 2026
- Addenda:
 - No. _____, Dated _____
 - No. _____, Dated _____
 - 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. 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 the PROJECT. 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 this ____ day of _____, 202__.

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: _____

Section 00640

NOTICE TO PROCEED

TO: _____

DATE: _____

PROJECT: Crack Seal 2027

PROJECT NUMBER: _____

You are hereby notified to commence WORK in accordance with the Agreement dated on _____, and you are to have Substantial Completion by **April 1, 2027**. The date of completion of all WORK is **April 15, 2027**, 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 _____



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: October 5, 2026

Project Name: Crack Seal 2027
Owner: American Fork City
Bidder: Bonneville Asphalt & Repair LLC
PO Box 186
Orem, UT 84059

You are hereby notified that the City of American Fork has received your Bid dated September 17, 2026 for the above Contract. Bonneville Asphalt & Repair LLC appears to be the Successful Bidder and is expected to be awarded the Construction Contract for the Crack Seal 2027 project, pending City Council approval. This item is anticipated to be on the City Council agenda for October 13, 2026.

The Contract Price of the awarded Contract is \$140,000.00.

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

Section 00630
NOTICE OF AWARD

TO: _____

DATE: _____

PROJECT: Crack Seal 2027

PROJECT NUMBER: _____

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

You are hereby notified that your BID has been accepted for items in the amount of

\$_____.

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 _____ day of _____, 202__.

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 _____

Crack Seal 2027

ST2026005

Bid Summary

Bid Opening: 9/30/2026

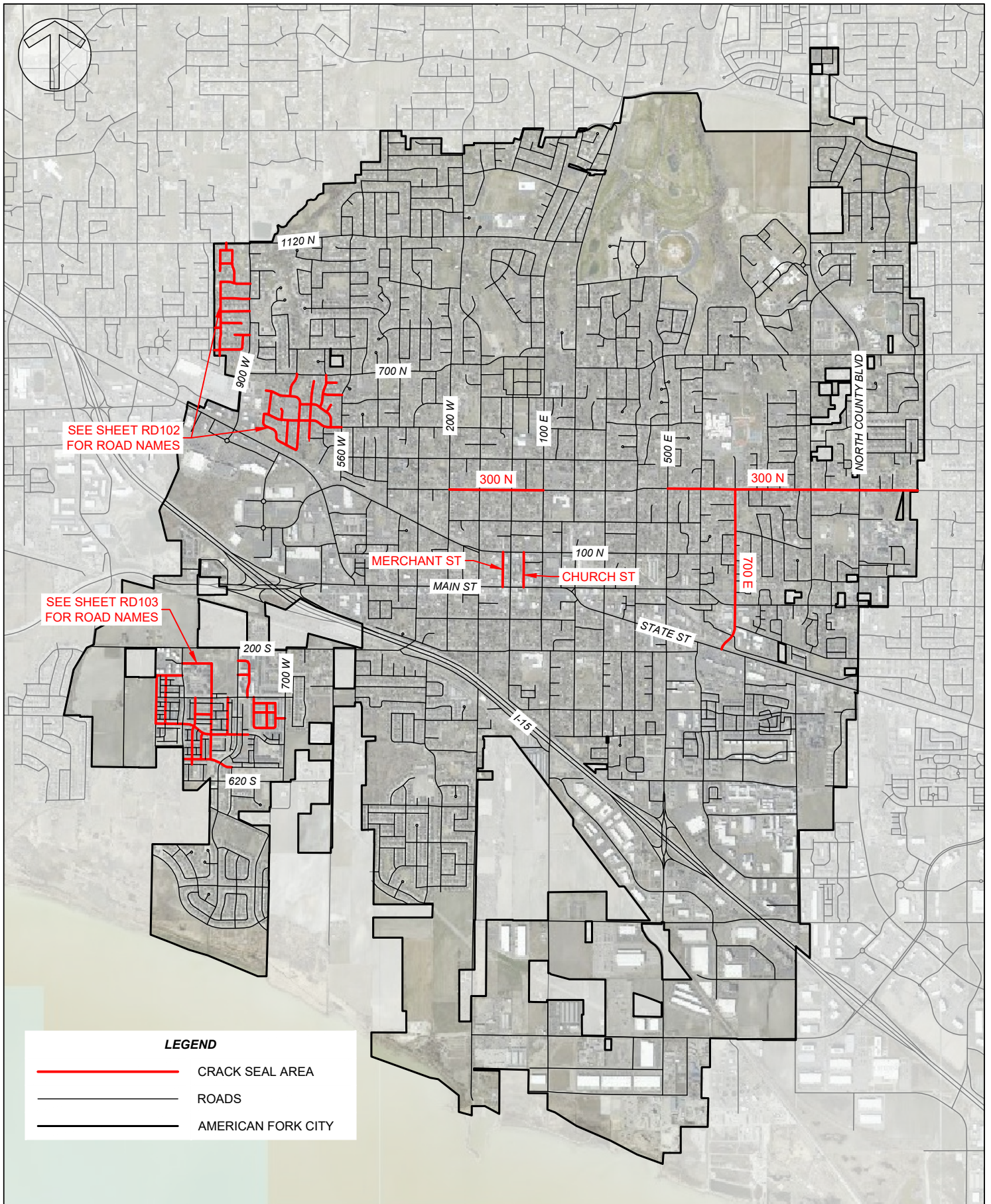


Contractor Name	Unit Price per Ton
Bonneville Asphalt & Repair LLC	\$1,840.00
Superior Asphalt LC	\$2,048.00
Peckham Asphalt Paving Inc	\$2,175.00
M&M Asphalt Services Inc.	\$2,300.00
Holbrook Asphalt, LLC	\$2,595.00
Asphalt Preservation	\$2,645.00
C&B Striping	\$2,800.00
Kilgore Contracting	\$2,950.00
Signature Striping Solutions	\$4,150.00
Utah Asphalt Company	\$4,830.00
C.R. Contracting, LLC	\$11,200.00

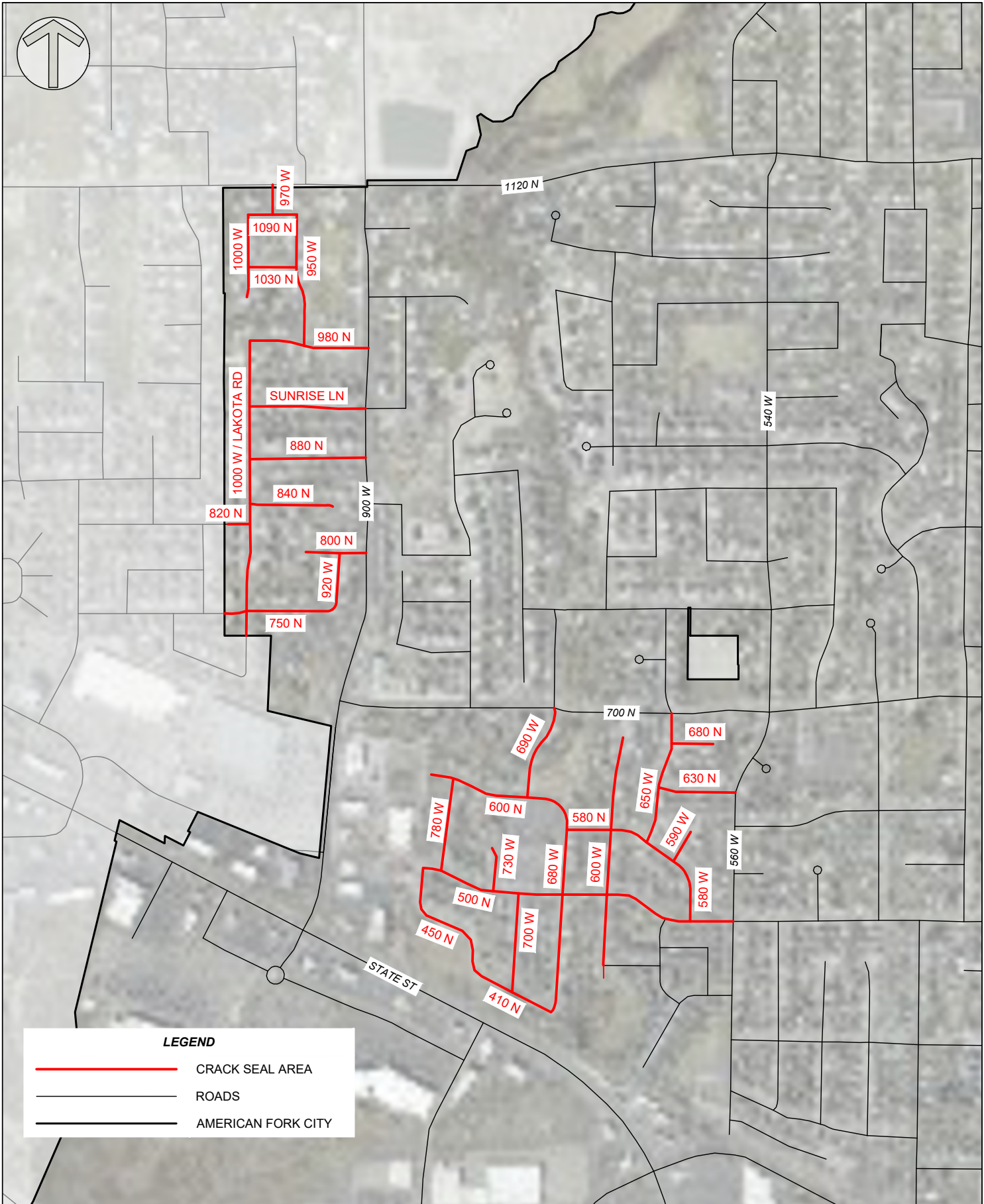
Engineer's Estimate

\$2,500.00

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



DRAWN:	DNF	 AMERICAN FORK CRACK SEAL 2027	PUBLIC WORKS	DRAWING TITLE	DRAWING NO.
REVISED:			275 EAST 200 NORTH AMERICAN FORK, UT 84003	CRACK SEAL 2027 LOCATIONS	RD101
DATE:	SEP 2026		PHONE: (801) 763-3060		
SCALE:	NTS		FAX: (801) 763-3005		



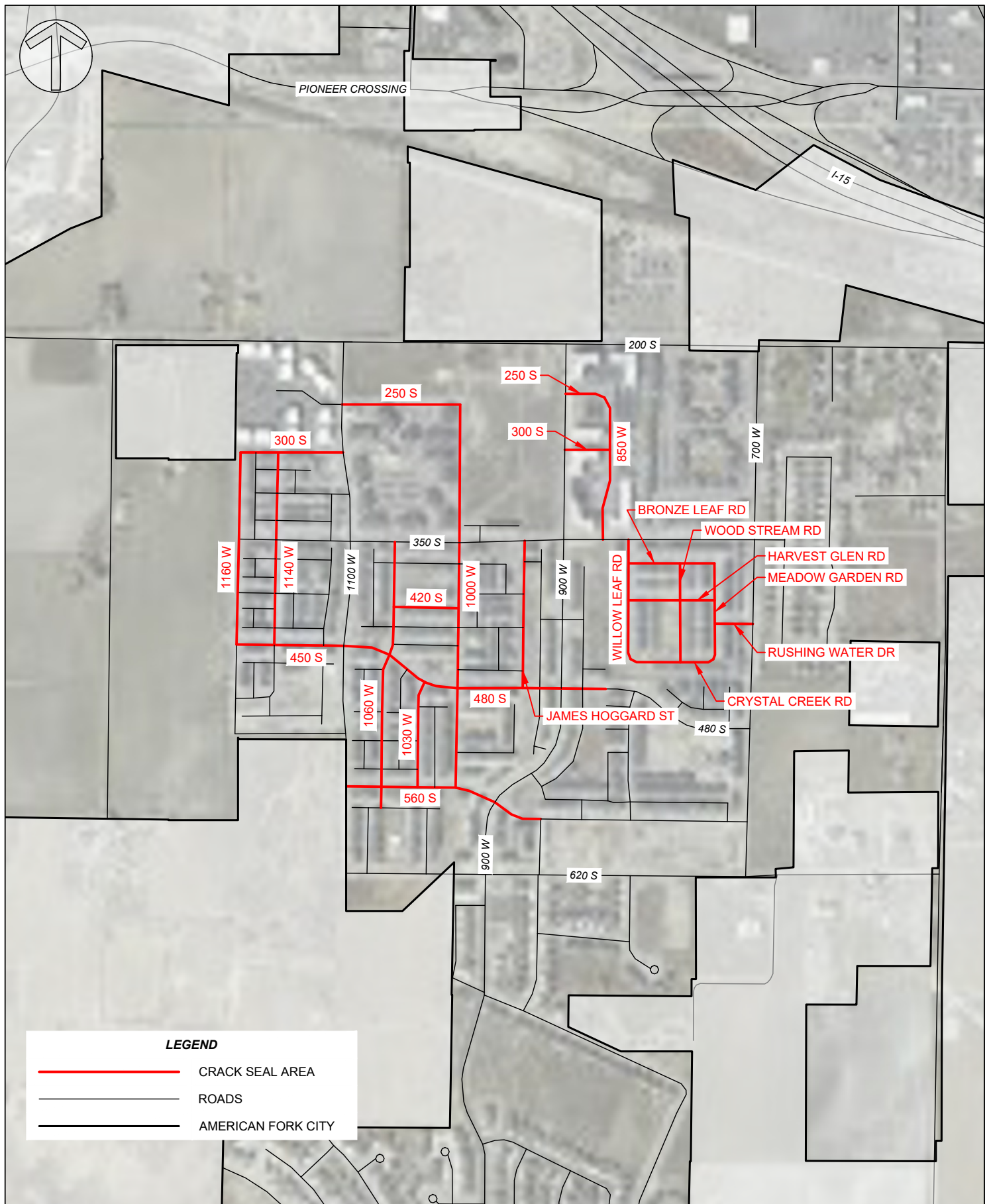
LEGEND

CRACK SEAL AREA

ROADS

AMERICAN FORK CITY

DRAWN:	DNF	 AMERICAN FORK CRACK SEAL 2027	PUBLIC WORKS	DRAWING TITLE	DRAWING NO.
REVISED:			275 EAST 200 NORTH AMERICAN FORK, UT 84003 PHONE: (801) 763-3060 FAX: (801) 763-3005	CRACK SEAL 2027 LOCATIONS	RD102
DATE:	SEP 2026				
SCALE:	NTS				



DRAWN:	DNF	 AMERICAN FORK CRACK SEAL 2027	PUBLIC WORKS	DRAWING TITLE	DRAWING NO.
REVISED:			275 EAST 200 NORTH AMERICAN FORK, UT 84003 PHONE: (801) 763-3060 FAX: (801) 763-3005	CRACK SEAL 2027 LOCATIONS	RD103
DATE:	SEP 2026				
SCALE:	NTS				

SECTION 00300

BID FORM

BID

1. Proposal of Bonneville Asphalt & Repair LLC (hereinafter called "BIDDER"), organized and existing under the laws of the State of Utah doing business as * Bonneville Asphalt & Repair 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 Crack Seal 2027 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 April 1, 2027 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:

no addendums as of 9-29-26 11:44 Am

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.

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.

The total contract amount is \$140,000.00. Bidders must enter values in the Unit Price field, rounded to the nearest \$0.10.

Line Item #	Item Description	Qty	Unit	Unit Price (Material & Labor)
1	Asphalt sealant/crack seal	1	TON	\$ 1840 ⁰⁰

00320

MEASUREMENT AND PAYMENT

Bid Items

1. Asphalt sealant/crack seal – TON

- A. Inclusion (not limited to): All notification, (de)mobilization, coordination, permit/fees, work, work site TRAFFIC CONTROL (conforming to all applicable local, state and federal requirements) and materials incidental to the Pavement Crack Sealing such as sweeping, removing all vegetation and debris from asphalt/concrete cracking, asphalt/concrete interfaces and filling cracks with crack seal, treating of the existing surface, protection of utility covers in streets, and blow/clearing (possible brush edger removal of wide cracks) debris before and after sealing. After sealing, the roadway shall be free and clean from debris.

The work shall be performed on roadways as indicated in the map included in the construction documents. Existing cracks that have previously been sealed and now measure approximately 1/8 inch in width shall receive a “touch-up” sealant application. For any cracks exceeding 2 inches in width, the contractor must consult with the designated city representative for further instructions prior to proceeding.

Crack sealant shall be Maxwell NUVO CS B or an approved equivalent. Prior to application, all cracks must be thoroughly cleaned and free of foreign materials, loose debris, and vegetation to a depth of two inches (2") or to the bottom of the crack, whichever is less.

Cleaning shall be performed using compressed air. The contractor shall supply clean, oil-free compressed air at a minimum rate of 100 cubic feet per minute (CFM) and a pressure of 120 pounds per square inch (PSI), unless otherwise approved by the City representative. During the initial phase of the project, the City representative will provide direction to the applicator regarding appropriate storage of materials on City property. All work shall be performed in accordance with the project specifications.

The payment shall include all costs associated with providing labor, tools, equipment, materials, testing, and other necessary resources to complete the tasks as specified in the Bid Schedule and contract documents, and as directed by the Engineer or City Inspector. This includes, but is not limited to: Cleaning and preparing existing joints and cracks, including removal of all foreign matter from the asphalt surface, Air lancing or physical removal of debris from joints and cracks, Placement of crack sealant to the specified limits and thickness.

- B. Clarifications: Payment also includes all preparatory work and operations, and for all other work and operations which must be performed, or costs incurred, prior to beginning work on various items on the project sites. All equivalent materials shall be approved by the city two weeks prior construction.
- C. Basis of Payment: Based on the actual tons of asphalt sealant placed, calculated to the nearest 0.01 tons. Total quantity based on weight of material used, using certified scales

00320-1

or bills of loading for delivery with adjustments made for delivered material not used or additional material retained within application equipment. Payment shall be made at the contract unit price from Bid Item as stated on the Bid Form.

Respectfully submitted:

Bonneville Asphalt & Repave LLC
Contractor Name

801-225-3544
Telephone Number

5414370-5501
License

Po Box 186
Address

Marie LeRoy
Signature

Orem, UT 84059
City, State & Zip

Admin. Assist.
Title.....

9-17-26
Date

87-0553514
Federal I.D. Number

(SEAL - if BID is by a corporation) *n/a*

Attest: Melisa Munoz
Melisa Munoz - office manager



Request for Council Action
City of American Fork
October 13, 2026

DEPARTMENT: Public Works
SUBMITTED BY: Terilyn Lurker

AGENDA ITEM: Review and Action on the Award of the American Fork City Upper PI Pond Joint Repair Project to Dennis Lierd II Construction, Inc.

SUMMARY RECOMMENDATION: Accept the bid submitted by Dennis Lierd II Construction, Inc. for construction of the Upper PI Pond Joint Repair Project with improvements in the amount of \$68,713.50. This project repairs broken waterproof joints and mitigates future concrete cracking.

BACKGROUND:

The Engineering Division followed a standard procurement process by issuing an invitation to bids (ITB) through the Utah Public Procurement Place (U3P-Bonfire-Euna). Six (6) different companies provided bids on the project. Dennis Lierd II Construction, Inc was the lowest responsive bidder.

This project will repair cracked joints in the concrete of the Upper PI Pond and add water proofing to mitigate future cracking and concrete joint failures.

The project will be substantially completed by December 3, 2026.

Funding for this project was previously approved in the irrigation improvements budget.

BUDGET IMPACT: This contract will be paid as a portion of the previously approved irrigation improvements budget.

SUGGESTED MOTION: I move to accept the bid submitted by Dennis Lierd II Construction, Inc. for construction of the Upper PI Pond Joint Repair Project for improvements in the amount of \$68,713.50, and award the construction contract as presented in addition to a project construction and engineering contingency of \$7,000.00 to be held by the City.

SUPPORTING DOCUMENTS:

[Agreement_Upper PI Pond.pdf](#)

[Bid Summary_Upper PI Pond Joint.pdf](#)

[Notice of Award_Upper PI Pond.pdf](#)

Notice of Intent to Award_Upper PI Pond_signed.pdf
Notice to Proceed_Upper PI Pond.pdf
Recommendation letter_Upper PI Pond_signed.pdf

Section 00500

AGREEMENT

THIS AGREEMENT, is executed in duplicate this ____ day of __October__, 202__6__ 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 _____, a _____, with its principal offices located at _____, _____ (hereinafter referred to as "CONTRACTOR").

RECITALS

WHEREAS the CITY has set forth specifications and criteria for the construction of project number PI2026001, Upper PI Pond Joint Repair, 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 2026 and the City of American Fork Supplemental Specifications
- Specifications prepared or issued by the City of American Fork, dated September 2026
- Drawings prepared by the City of American Fork (5 pages) and dated September 2026
- Addenda:
 - No. ____, Dated _____
 - No. ____, Dated _____
 - 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. 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 the PROJECT. 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 this ____ day of _____, 202__.

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: _____

Upper PI Pond Joint Repair

PI2026001

Bid Summary

Bid Opening: 10/5/2026



Contractor Name	Total Bid
Dennis Lierd II Construction	\$ 68,713.50
Pronghorn Construction	\$ 83,494.45
Gerber Construction	\$ 103,245.00
VanCon Inc.	\$ 144,900.00
FX Construction	\$ 212,290.00
Beck Construction	Non-responsive

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

Section 00630

NOTICE OF AWARD

TO: _____

DATE: _____

PROJECT: Upper PI Pond Joint Repair Project

PROJECT NUMBER: _____

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

You are hereby notified that your BID has been accepted for items in the amount of

\$ _____.

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 _____ day of _____, 202__.

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 _____



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: October 6, 2026

Project Name: Upper PI Pond Joint Repair

Owner: American Fork City

Bidder: Dennis Lierd II Construction, Inc.
525 S. Main St,
Mapleton, UT 84664

You are hereby notified that the City of American Fork has received your Bid dated October 5, 2026 for the above Contract. Dennis Lierd II Construction, Inc. appears to be the Successful Bidder and is expected to be awarded the Construction Contract for the Upper PI Pond Joint Repair Project, pending City Council approval. This item is anticipated to be on the City Council agenda for October 13, 2026

The Contract Price of the awarded Contract is \$68,713.50.

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

Section 00640

NOTICE TO PROCEED

TO: _____

DATE: _____

PROJECT: Upper PI Pond Joint Repair Project

PROJECT NUMBER: _____

You are hereby notified to commence WORK in accordance with the Agreement dated on _____, and you are to have Substantial Completion by **DECEMBER 3, 2026**. The date of completion of all WORK is by **DECEMBER 17, 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 _____



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: October 6, 2026

Project Name: Upper PI Pond Joint Repair

Owner: American Fork City

Bidder: Dennis Lierd II Construction, Inc.
525 S. Main St,
Mapleton, UT 84664

We have reviewed the six bids for the Upper PI Pond Joint Repair Project and recommend awarding the contract to Dennis Lierd II Construction, Inc. Dennis Lierd II Construction, Inc. submitted the lowest responsive bid of **\$68,713.50**, which will be paid by a portion of the previously approved maintenance budget item for the Upper PI Pond. Their submission included the required license and bond documentation, evidence of prior similar work, and all other requested materials. Based on our review, Dennis Lierd II Construction, Inc. is qualified and appears capable of successfully completing the work.

American Fork City

OWNER

By: 
Authorized Signature

City Engineer

Title



Request for Council Action
City of American Fork
October 13, 2026

DEPARTMENT: Public Works
SUBMITTED BY: Terilyn Lurker

AGENDA ITEM: Review and action on approval of a partial release and termination of Notice of Interest for the Timpview Logistics Industrial Project.

SUMMARY RECOMMENDATION: Recommended to approve the Partial Release and Termination of Notice of Interest for Timpview Logistics

BACKGROUND: Due to the sensitive lands located on the original Deer Park Phase 3 property area, a requirement of recording a Notice of Interest, along with the project's geotechnical report, was necessary for project permitting. Succeeding the recordation of the Notice of Interest, boundary line adjustments were made that transferred land from Deer Park to Timpview Logistics. A portion of this land is encumbered by the original Notice of Interest from Deer Park. The intent of this action item is to remove the portion of Timpview Logistics land that is encumbered by the original Notice of Interest. Timpview Logistics will be required to provide a new and updated Notice of Interest and geotechnical report to be recorded for permitting requirements of their upcoming project.

This Termination is intended solely to correct the inclusion of the portion of the Timpview Logistic's property within the previously recorded Notice of Interest.

BUDGET IMPACT: N/A

SUGGESTED MOTION: I move to approve the Partial Release and Termination of the Notice of Interest of that portion shown as the Termination Area.

SUPPORTING DOCUMENTS:

[Partial_Release_and_Termination_of_Notice_of_Interest_2026-10-07 \(clean\).docx](#)

When Recorded Return To:

Michael Hutchings
Holland and Hart LLP
222 S. Main Street, Suite 2200
Salt Lake City, Utah 84101

PARTIAL TERMINATION OF NOTICE OF INTEREST

THIS PARTIAL TERMINATION OF NOTICE OF INTEREST (this “**Termination**”) is executed as of the ____ day of September, 2026 (“**Effective Date**”) by AMERICAN FORK CITY, a political subdivision of the State of Utah (the “**City**”).

RECITALS

1. Timpview Logistics Center, LLC, a Utah limited liability company (“**TLC**”), owns that certain real property in American Fork City, Utah, as more particularly described on Exhibit A, attached hereto and incorporated herein by this reference (the “**Property**”).
2. That certain Notice of Interest, Building Requirements, and Establishment of Restrictive Covenants, dated May 22, 2024, and recorded in the office of the Utah County recorder July 15, 2024 as entry number 46834:2024 (the “**Notice of Interest**”) was recorded against that portion of Property outlined in red and hatched on the attached Exhibit B (the “**Encumbered Area**”).
3. The City is executing this Termination with the purpose of terminating and releasing only that portion of the Notice of Interest with respect to the Encumbered Area as described in Exhibit C (Termination Area) while retaining the remaining Encumbered Area.

TERMINATION

The City hereby releases and terminates the Notice of Interest with respect to the Encumbered Area. Furthermore, the City hereby releases and forever waives any and all rights that may have arisen under the Notice of Interest with respect to the Encumbered Area As of the Effective Date, the portion of the Property outlined in Exhibit B and the Encumbered Area shall no longer be subject to the Notice of Interest.

Nothing in this Termination shall be construed as: (a) a waiver of the City’s police powers; or (b) a waiver of any applicable requirements under the American Fork City Code, including but not limited to sensitive lands regulations, building codes, or engineering requirements, all of which shall continue to apply as determined by the City in its discretion.

This Termination is administrative in nature and is intended solely to correct the inadvertent inclusion of the portion of the Property within the Notice of Interest. This Termination does not reflect any substantive determination regarding geotechnical conditions on any other areas.

This Termination is intended to be recorded in the real property records of Utah County to provide notice that the Notice of Interest no longer applies to the Encumbered Area.

[Signatures on the Following Pages]

Executed as of the Effective Date.

CITY:

AMERICAN FORK CITY,
a political subdivision of the State of Utah

By: _____

Name: Bradley J. Frost

Title: Mayor

ATTEST:

City Recorder

APPROVED AS TO FORM:

City Attorney

STATE OF UTAH)
 :SS.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this _____ day of February, 2026, by
_____ as _____ of American Fork City.

Notary Public

The undersigned landowner hereby consents to the foregoing Termination being recorded against the Property:

TIMPVUE LOGISTICS CENTER, LLC,
a Utah limited liability company

By: _____
Name: _____
Title: _____

STATE OF UTAH)
 :ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this _____ day of February, 2026, by _____ as _____ of Timpview Logistics Center, LLC, a Utah limited liability company.

Notary Public

EXHIBIT A

Legal Description of the Property

PART OF THE SOUTHEAST QUARTER OF SECTION 26 AND THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE MERIDIAN, U.S. SURVEY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING SOUTH 00°05'03" EAST 1221.24 FEET AND SOUTH 89°54'57" WEST 1374.90 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 26 (EAST QUARTER CORNER BEING NORTH 00°05'03" WEST 2659.67 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 26); THENCE ALONG AN EXISTING FENCE THE FOLLOWING FIVE (5) COURSES: (1) SOUTH 01°03'03" WEST 254.56 FEET; (2) SOUTH 01°47'48" WEST 147.83 FEET; (3) SOUTH 00°08'37" WEST 301.71 FEET; (4) SOUTH 01°01'58" WEST 275.90 FEET; AND (5) SOUTH 00°08'59" EAST 477.92 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF 1500 SOUTH STREET; THENCE NORTH 89°02'14" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, 411.71 FEET; THENCE ALONG AN EXISTING FENCE THE FOLLOWING FIVE (5) COURSES: (1) NORTH 00°28'20" EAST 809.01 FEET; (2) NORTH 87°39'00" WEST 335.64 FEET; (3) NORTH 01°01'41" WEST 163.91 FEET; (4) NORTH 00°11'10" WEST 322.10 FEET; AND (5) NORTH 00°38'04" EAST 486.18 FEET; THENCE SOUTH 64°52'22" EAST 513.24 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 6060.00 FEET, AN ARC LENGTH OF 314.49 FEET, A DELTA ANGLE OF 02°58'24", A CHORD BEARING OF SOUTH 66°21'27" EAST, AND A CHORD LENGTH OF 314.46 FEET TO THE POINT OF BEGINNING.

EXHIBIT B
Encumbered Area

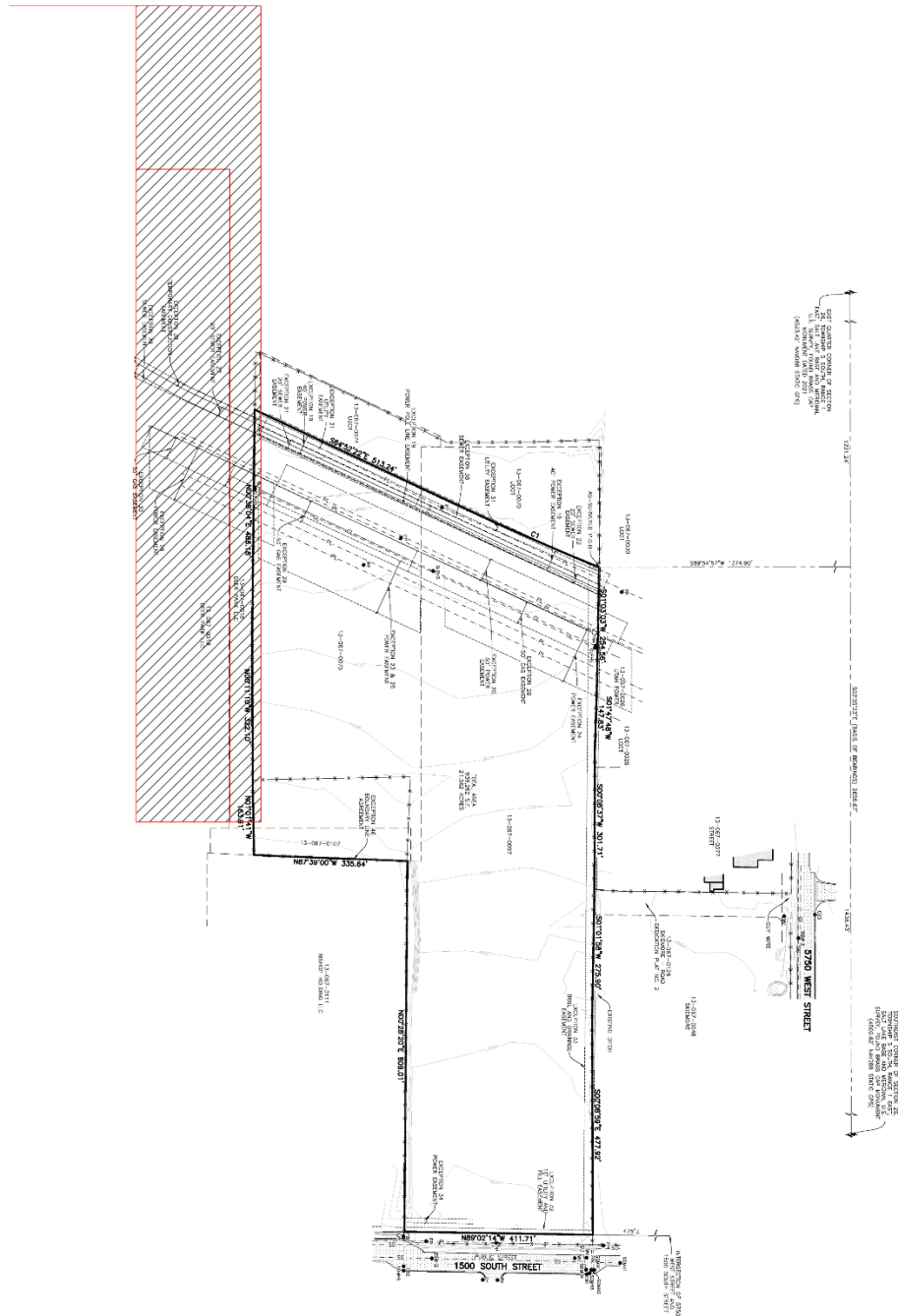


EXHIBIT C

Legal Description of Termination Area to be released and terminated

PART OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE MERIDIAN, U.S. SURVEY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT POINT BEING 882.53 FEET SOUTH 00°05'03" EAST AND 2113.45 FEET SOUTH 89°54'57" WEST FROM THE EAST QUARTER CORNER OF SAID SECTION 26 (EAST QUARTER CORNER BEING N00°05'03"W 2659.67 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 26); THENCE DUE SOUTH 893.57 FEET; THENCE DUE WEST 16.37 FEET TO A POINT ON AN EXISTING FENCE LINE; THENCE ALONG SAID FENCE LINE THE FOLLOWING THREE (3) COURSES: (1) NORTH 01°01'41" WEST 91.74 FEET; (2) NORTH 00°11'10" WEST 322.10 FEET; AND (3) NORTH 00°38'04" EAST 486.18 FEET; THENCE SOUTH 64°52'22" EAST 15.11 FEET TO THE POINT OF BEGINNING.

CONTAINING 15,466 SQUARE FEET OR 0.355 ACRES.



**Request for Council Action
City of American Fork
October 13, 2026**

DEPARTMENT: Finance
SUBMITTED BY: Terilyn Lurker

AGENDA ITEM: Review and action on approval of a parcel exchange cooperative agreement with the Utah Department of Transportation (UDOT) related to the Pony Express Parkway and 700 West Corridor agreement.

SUMMARY RECOMMENDATION: Staff would recommend approval.

BACKGROUND:

For more than a year, the City and UDOT have coordinated a land parcel exchange to support construction of a phase of Pony Express Parkway in American Fork. The project would extend the parkway from the Lehi border to 700 West and connect 700 West to the parkway.

UDOT purchased its parcel in 2011 for the Vineyard Connector project. Although UDOT completed environmental clearance and acquired several parcels along the proposed corridor, it lacked funding to purchase the remaining land and construct the roadway.

Since that purchase, residential development north of the parcel has encumbered the environmentally cleared Vineyard Connector alignment.

To accommodate continued development and improve north-south traffic movement, the City planned a major arterial along 700 West. This corridor would connect southwest American Fork with the Meadows Development north of I-15.

As development continued, the City coordinated with Lehi, Utah County, and UDOT to plan a transportation corridor from Lehi to I-15. The proposed route would fulfill the Vineyard Connector's purpose by providing an additional east-west corridor to complement Pioneer Crossing. It would begin at 1900 South in Lehi, extend southeast to I-15, and generally follow the high-voltage power line, where

existing easements discourage nearby structures, while incorporating parcels already purchased by UDOT.

Under this corridor plan, the City received property through the AF Crossings development for future roadway construction. The dedicated property is subject to a power easement that restricts structural development.

Because UDOT seeks an alternative east-west corridor and the City seeks to connect 700 West with the proposed Pony Express Parkway, the agencies coordinated a parcel exchange that advances both goals.

BUDGET IMPACT: NA

SUGGESTED MOTION: Move to approve the parcel exchange cooperative agreement with UDOT.

SUPPORTING DOCUMENTS:

[700 West Agreement 09.23.2026.pdf](#)

COOPERATIVE AGREEMENT
(Vineyard Connector: American Fork 700 West Corridor Agreement)

THIS COOPERATIVE AGREEMENT, made and entered into this _____ day of _____, 2026, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as “**UDOT**” and **AMERICAN FORK CITY**, a municipal corporation in the State of Utah, hereinafter referred to as the “**CITY**” (collectively, the “Parties”).

RECITALS

WHEREAS, the Parties in a separate transaction intend to exchange certain parcels of real property as approved by the Utah Transportation Commission, on February 20, 2026 (Utah Transportation Commission approval minutes attached hereto as Exhibit A) and the American Fork City Council, on _____ (American Fork City Council approval minutes attached hereto as Exhibit B); and

WHEREAS, the **CITY** intends to construct an extension of 700 West between 620 South and 800 South in part through the parcels conveyed from **UDOT** to the **CITY** (hereinafter referred to as the “**700 WEST EXTENSION**”); and

WHEREAS, a future roadway may be constructed within the parcels to be conveyed to **UDOT** by the **CITY**. If this roadway is constructed, it may become a roadway owned and maintained by **UDOT**, and it would operate as a Limited-Access Highway Corridor (hereinafter referred to as the “**HIGHWAY**”); and

WHEREAS, a Limited-Access Highway Corridor achieves a successful operating condition by limiting access only to intersections, and by spacing intersections appropriately as determined by **UDOT**; and

WHEREAS, the Parties agree that the public is best served through the exchange of the contemplated parcels and the roadway configurations and access limitations stated in this Agreement to allow for the transportation needs of the public; and

WHEREAS, the Parties desire to set forth their respective roles and responsibilities in this Agreement concerning roadway configurations and access limitations, and the exchange of real property will occur pursuant to a separate transaction.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, which by this reference are incorporated herein, and for other good and valuable consideration, which the Parties agree is sufficient, the Parties agree as follows:

1. At such time as the **HIGHWAY** may be constructed by either party in a two or three-lane configuration, the parties agree that the American Fork City street known as 900 West

Parcel Exchange Cooperative Agreement

Utah County Parcel #13:043:0015; 34:797:0002; 34:789:0002; 34:799:0002

AMERICAN FORK CITY

will intersect with the HIGHWAY in an unsignalized configuration, allowing for all standard intersection directional movements. If at anytime during that tenure the unsignalized configuration of 900 West with the HIGHWAY meets traffic signal warrants, the intersection shall be modified to a right-in/right-out configuration, or alternative configuration as recommended in a mutually agreed upon traffic study but will not be signalized.

2. The Parties agree that 900 West will never operate as a signalized intersection with the **HIGHWAY**.
3. The Parties agree that the **700 WEST EXTENSION** will be a signalized intersection access with the **HIGHWAY**, if the **HIGHWAY** is constructed.
4. At such time as the **HIGHWAY** may be constructed by either party as a five-lane facility, the parties agree that the American Fork City street known as 900 West may be converted to a configuration that does not allow for traffic to pass from 900 West across traffic lanes and through the **HIGHWAY**. These configurations may be a right-in/right-out configuration, or a configuration that in addition to the right-in/right-out movements also allows left-turns to 900 West from the **HIGHWAY**. Additional improvements such as acceleration and deceleration lanes will also be studied and implemented as deemed necessary by either party. The selected configuration of 900 West shall be as per the recommendations of a mutually agreed upon traffic study.
5. At such time as the **HIGHWAY** may be constructed by UDOT as a seven-lane facility, the parties agree that the American Fork City street known as 900 West may be terminated so that it does not intersect with the **HIGHWAY** corridor. The termination of the 900 West intersection with the **HIGHWAY** will occur if it is found through a mutually agreed upon traffic study that the traffic movements at 900 West cannot be further modified or restricted to avoid impairing the function of the **700 WEST EXTENSION** intersection or the future westerly intersection referenced in item seven below.
6. The **CITY** will facilitate appropriate connections for 900 West in future development plans to allow for necessary life-safety access and effective travel patterns that can safely accommodate the closure of 900 West at the **HIGHWAY** corridor, if deemed necessary in the future.
7. The Parties agree that if 900 West is terminated, a signalized intersection can be created with the **HIGHWAY** at a mutually agreeable location. This location would generally be westerly of the currently exchanged parcels. The intent of this intersection is to facilitate the continuity lost by the termination of 900 West at the **HIGHWAY**. If at any time the City desires this new, westerly signalized connection preceding the seven-lane configuration of the **HIGHWAY**, the 900 West intersection with the **HIGHWAY** shall be modified or terminated based on recommended alternatives identified in mutually agreed upon traffic study.

Parcel Exchange Cooperative Agreement
Utah County Parcel #13:043:0015; 34:797:0002; 34:789:0002; 34:799:0002
AMERICAN FORK CITY

8. The Parties agree that 900 West is a designated active-transportation route on the City master plan documents. The Parties will work cooperatively to ensure that active-transportation travel is facilitated at or near the 900 West corridor across the HIGHWAY in all phases of the various 900 West/HIGHWAY intersection configurations listed herein.
9. Nothing in this Agreement shall be construed as a surrender, delegation, or limitation of the CITY's governmental, legislative, police power, land use, or regulatory authority as it pertains to CITY roadways. Any future approvals, roadway actions, vacations, closures, access modifications, or land use decisions remain subject to the CITY's governmental discretion and all applicable public processes and legal requirements. Further, nothing herein constitutes dedication of right-of-way, approval of future roadway alignment, or commitment to construct any roadway improvement except as expressly approved through future governmental action. If the CITY does not act in compliance with the terms stated in this Agreement in the future, UDOT shall have no obligation to act in compliance with the terms stated in this Agreement and UDOT's failure to act shall not be a default under this Agreement.
10. Nothing in this Agreement shall be construed to alter, surrender, delegate, or limit UDOT's governmental powers and authority.
11. This Agreement is contingent upon and shall become effective only upon consummation of the contemplated property exchange.
12. Nothing herein shall be construed as a waiver of the Utah Governmental Immunity Act, Utah Code §63G-7-101 et seq.
13. Access to UDOT roadways is governed by state law, and if the parties desire to evaluate other access to the HIGHWAY in the future, any change to this Agreement must be made by a signed modification to this Agreement or a separate signed agreement. UDOT does not accommodate changes that degrade the traffic operations or safety of any highway or the overall transportation as certified by a traffic engineering study performed by a licensed engineer qualified to perform this analysis in the state of Utah.
14. This Agreement may be terminated by the mutual agreement of the parties in writing. It also may be terminated by either party for a default of the other party in performing its obligations as reasonably contemplated by this Agreement (except that the parties will make reasonable allowances for circumstances beyond the control of the performing party). When terminating for default, the party terminating shall send the other party a notice requesting a cure within thirty days, and if the default is not cured or reasonably commenced within such thirty-day period then the terminating party may send the other party a notice of termination that is effective upon delivery.
15. The following terms apply to this Agreement:

Parcel Exchange Cooperative Agreement
Utah County Parcel #13:043:0015; 34:797:0002; 34:789:0002; 34:799:0002
AMERICAN FORK CITY

A. Any party may give a written notice under this Agreement by delivering it to the following physical address (an email may be used in addition as a courtesy), and notice is effective upon delivery when delivered by hand or by overnight delivery service with confirmation of delivery (or, if placed in the U.S. mail, notice is effective three days after such notice receives a postmark):

To UDOT: UDOT 4501 South 2700 West Box 143600 Salt Lake City, UT 84114 Attention: Region 3 Traffic Engineer With a copy to: Assistant Attorney General (UDOT) 4501 South 2700 West Box 148455 Salt Lake City, UT 84114	To ____: American Fork City 51 East Main Street American Fork, Utah 84003 Attention: City Administrator
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B. The parties agree to undertake and perform all further acts that are reasonably necessary (except when expressly prohibited by law) to carry out the intent and purpose of the Agreement and to assist each other with maintaining compliance with the legal requirements that apply to each after receiving a written notice that explains the need for such action. The parties further agree to work together cooperatively and in good faith to accomplish the intent of this Agreement.

C. UDOT's consent, review, acceptance, approval, or other action or inaction relating to any conditions, inspections, plans, specifications, or other work arising out of this Agreement is for purposes of administering this Agreement only, and it does not constitute an assumption by UDOT of any responsibility or liability for the same; it does not relieve the other Party of any duties (including but not limited to duties to ensure compliance with applicable standards); and it does not constitute a waiver by UDOT of the other Party's obligation to comply with applicable standards. Any consent, review, acceptance, approval or other action or inaction must be provided by UDOT's authorized employee or representative.

**Parcel Exchange Cooperative Agreement
Utah County Parcel #13:043:0015; 34:797:0002; 34:789:0002; 34:799:0002
AMERICAN FORK CITY**

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written.

ATTEST:

AMERICAN FORK CITY, a municipal corporation in the State of Utah

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

(IMPRESS SEAL)

RECOMMENDED FOR APPROVAL: UTAH DEPARTMENT OF TRANSPORTATION

By: _____
Region Three Traffic Operations Engineer

By: _____
Region Three Director

Date: _____

Date: _____

COMPTROLLER OFFICE

By: _____
Contract Administrator

Date: _____

Parcel Exchange Cooperative Agreement
Utah County Parcel #13:043:0015; 34:797:0002; 34:789:0002; 34:799:0002
AMERICAN FORK CITY

Exhibit A

Utah Transportation Commission Approval Minutes

Utah Transportation Commission Meeting

Friday, February 20, 2026 at 8:30 a.m.

Salt Lake County Council Chambers - 2001 South State Street, Salt Lake City

youtube.com/UtahDOT

The February 20, 2026 meeting of the Utah Transportation Commission was called to order at 8:30 a.m. by Chairman Jim Evans. The Pledge of Allegiance was recited, and introductions of Commission members, UDOT staff and others were made and included the following:

- Commissioners: Jim Evans, *Kevin T. Van Tassell, Natalie Gochmour, Brad Dee, Bruce Adams, Tom Jacobson, Paul Borup
- UDOT Staff: Carlos Braceras, Ben Huot, Lisa Wilson, Bob Pelly, Grant Potter, Heather Barthold, Ivan Hartle, Jordan Lee, Andrea Olson, Andrew Gwynn, Boyd Humpherys, Carmen Swanwick, Chris Chesnut, Devin Weder, Jared Beard, Jeff Lewis, Jim Golden, Josh Van Jura, Kendall Draney, Lisa Zundel, Rob Clayton, Rob Wight, Robert Stewart, Ross Crowe, Stephanie Tomlin, Tiffany Pocock, Troy Peterson, Zane Pulver
- Others: Ivan Marrero, Brigitte Mandel, Andy Kitchen, Bennett Kooistra, Beau Hunter, Benjamin Wood, Boyd Pickering, Bryan Chamberlain, Chad Lindley, Christine Adams, Hal Johnson, Jackie Larsen, Jamie Evans, Kamille Clifford, Katie Kourianos, LaNiece Davenport, Scott Wells, Wayne Bennion

**indicates virtual attendance*

Public Comments

Wellsville City Mayor Chad Lindley and City Manager Scott Wells shared their concerns for the safety of their community members who travel across US-89/91 at SR-23, where UDOT will be putting in an RCUT intersection. Though they would prefer a structure, they understand the Department doesn't have unlimited resources, and they voiced their support for the underpass, which is the first programming request on the day's agenda.

Chair Evans acknowledged and welcomed Bennett Kooistra, who was attending the meeting on a job shadow, wanting to learn more about being an engineer.

UDOT Scoreboard

Carmen Swanwick, UDOT Project Development Director, reported on the construction program. Troy Peterson, UDOT Operations Director, reviewed the safety dashboard and reported that there was a 5% reduction in fatality rate from 2024 to 2025. A discussion about wrong-way drivers took place.

Consent Agenda

Commissioner Van Tassell moved to approve the items on the Consent Agenda. Commissioner Borup seconded the motion, and the request was unanimously approved.

In favor: Commissioners Van Tassell, Gochmour, Dee, Adams, Jacobson, Borup, Evans

Opposed: None

Programming

2026 STIP Amendment #3

US-89/91 Pedestrian Underpass, Wellsville

Region One requested approval to add a new, \$10,000,000 Transportation Solutions project to the current STIP. The US-89/91 Pedestrian Underpass, Wellsville project will install a box culvert to accommodate pedestrians

- FrontRunner from Brigham City to Payson in Box Elder, Weber, Davis, Salt Lake and Utah counties. Approval for the modified list will be requested by resolution in the March 20, 2026 Utah Transportation Commission Meeting. A discussion on local zoning processes took place.

Corridor Preservation

Ross Crowe, UDOT Right of Way Director, reviewed the November and December 2025 Budget and Obligations spreadsheets.

Brown: SR-164, Salem

Ross Crowe requested approval to purchase a Salem property that is within the future SR-164 alignment for \$293,241. A discussion on affordable housing and surplus properties took place. Commissioner Dee moved to approve the request and Commissioner Borup seconded the motion. The request was unanimously approved.

In favor: Commissioners Van Tassell, Gochmour, Dee, Adams, Jacobson, Borup, Evans

Opposed: None

Evans Family Trust and CUVA: Payson Interchange, Payson

Ross Crowe requested approval for an additional funding amount of \$703,181 for the purchase previously approved by the Commission in August 2024 of a property in Payson for \$4,083,435. During design and negotiations, a length of time passed and a new appraisal was requested by sellers, which increased land and structure value amounts. Commissioner Adams moved to approve the request and Commissioner Jacobson seconded the motion. The request was unanimously approved.

In favor: Commissioners Van Tassell, Gochmour, Dee, Adams, Jacobson, Borup, Evans

Opposed: None

American Fork City: Vineyard Connector, American Fork

During the recent evaluation of the Vineyard Connector design, the alignment from 2008 appears infeasible in southwestern American Fork due to development that has occurred since the study was completed. The alternative that is currently feasible is the 2017 alternative to avoid developments that are now along the previous planned alignment. This alternative is consistent with the current American Fork City transportation plan. UDOT purchased a home and outbuildings on the previous alignment in 2009 using Corridor Preservation, and American Fork currently owns land along the proposed new alignment. American Fork City would like to propose a trade, with the parcel that is currently UDOT's becoming the site of a new city road and a new fire station, with the American Fork parcel being held for the future construction of the Vineyard Connector. Two separate appraisals were performed, showing that the trade is a value for value exchange. Ross Crowe requested approval to trade UDOT's property for American Fork's property, both valued at \$2,145,000. Commissioner Gochmour moved to approve the request and Commissioner Jacobson seconded the motion. The request was unanimously approved.

In favor: Commissioners Van Tassell, Gochmour, Dee, Adams, Jacobson, Borup, Evans

Opposed: None

Administrative Rule Review

R907-66: Procurement of Consultant Services - Procedures and Contract Administration

This item was pulled from the agenda and will be presented at a future meeting.

R920-1: Utah Supplement to the Manual on Uniform Traffic Control Devices

Troy Peterson reviewed updates to Rule R920-1: Utah Supplement to the Manual on Uniform Traffic Control Devices, which adopts, as required by statute, standards and specifications for a uniform system of traffic-control

devices for use on all highways open to public travel. To fulfill this statutory requirement, the Department has typically created a Utah version of FHWA's Manual on Uniform Traffic Control Devices (MUTCD), which provides criteria and specifications that address signs, markings, traffic signals, automated vehicles, temporary traffic control, school areas, railroad and light rail transit crossings, and bike facilities. The FHWA recently published the 11th edition of the MUTCD. The Department would like to adopt this new edition of the manual with a supplement instead of creating a full Utah MUTCD, which necessitates updating Rule 920-1 to reference the latest MUTCD edition and its corresponding Utah Supplement.

Informational Items

Committee Reports

Commission members reported on their respective committees and other items.

Upcoming Transportation Commission Meetings

- March 19-20, UDOT Complex
- May 14-15, UDOT Complex
- June 25-26, Layton
- August 13-14, Orem
- September 24-25, Summit County
- November 5-6, St. George
- December 10-11, UDOT Complex

Commissioner Jacobson moved to adjourn the meeting at 10: 21 a.m.

A handwritten signature in blue ink that reads "Heather Barthold". The signature is written in a cursive, flowing style.

Heather Barthold, Commission Assistant

Parcel Exchange Cooperative Agreement
Utah County Parcel #13:043:0015; 34:797:0002; 34:789:0002; 34:799:0002
AMERICAN FORK CITY

Exhibit B

American Fork City Council Approval Minutes



**Request for Council Action
City of American Fork
October 13, 2026**

DEPARTMENT: Finance
SUBMITTED BY: Terilyn Lurker

AGENDA ITEM: Review and action on a resolution providing notice of the city's intent to sell certain real property located at 687 South Automall Drive.

SUMMARY RECOMMENDATION: Staff would recommend approval of the resolution.

BACKGROUND:

American Fork City is proposing to sell approximately 1.54 acres of city-owned property at 687 South Automall Drive, identified as Utah County Parcel No. 34:788:0001, Lot 1 of the Automall Subdivision. The City Council is formally starting the public process to potentially sell this 1.54-acre property. It is not yet approving an actual sale; it is authorizing public notice and an opportunity for interested parties to submit offers, while keeping the City's right to ultimately decline to sell.

The resolution would declare the City's intent to sell the property and state that the sale is expected to serve the public interest and improve management of city assets, start the required public notice of the proposed sale in accordance with Utah law, and clarify that City is not obligated to sell the property. The City Council can reject all offers, negotiate terms, stop the sale process, or keep the property if it determines that doing so is in the City's best interest.

BUDGET IMPACT: NA

SUGGESTED MOTION: Move to adopt the resolution providing notice of the city's intent to sell certain real property located at 687 South Automall Drive and instruct the city recorder to publish the required notices.

SUPPORTING DOCUMENTS:

[Intent to Sell Property Resolution - 687 South Automall Drive.docx](#)

RESOLUTION NO. _____

A RESOLUTION OF THE AMERICAN FORK CITY COUNCIL PROVIDING NOTICE OF ITS INTENT TO SELL CERTAIN REAL PROPERTY LOCATED AT 687 SOUTH AUTOMALL DRIVE, CONSISTING OF APPROXIMATELY 1.5408 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 at 687 South Automall Drive in American Fork, Utah, consisting of approximately 1.5408 acres total - parcel number 34:788:0001 (the "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 1.5408 acres of real property located at 687 South Automall drive, American Fork, Utah, more particularly described as follows:

Utah County Parcel No. 34:788:0001:
Lot 1, Automall Subdivision. Area 1.5408 acres

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 13th day of October 2026.

AMERICAN FORK CITY

By: _____
Mayor Bradley J. Frost

ATTEST:

City Recorder



Request for Council Action
City of American Fork
October 13, 2026

DEPARTMENT: Finance
SUBMITTED BY: Terilyn Lurker

AGENDA ITEM: Review and action on a resolution providing notice of the city's intent to sell certain real property located at 163 South 300 West.

SUMMARY RECOMMENDATION: Staff would recommend approval of the resolution.

BACKGROUND:

American Fork City is proposing to sell approximately 0.338 acres of city-owned property at 163 South 300 West, identified as Utah County Parcel No. 66:223:0001, Lot 1 of the Serene Meadows Subdivision. The City Council is formally starting the public process to potentially sell this 0.338-acre property. It is not yet approving an actual sale; it is authorizing public notice and an opportunity for interested parties to submit offers, while keeping the City's right to ultimately decline to sell.

The resolution would declare the City's intent to sell the property and state that the sale is expected to serve the public interest and improve management of city assets, start the required public notice of the proposed sale in accordance with Utah law, and clarify that City is not obligated to sell the property. The City Council can reject all offers, negotiate terms, stop the sale process, or keep the property if it determines that doing so is in the City's best interest.

BUDGET IMPACT: NA

SUGGESTED MOTION: Move to approve the resolution providing notice of the city's intent to sell certain real property located at 163 South 300 West and instruct the city recorder to publish required notices.

SUPPORTING DOCUMENTS:

[Intent to Sell Property Resolution - 163 South 300 West.docx](#)

RESOLUTION NO. _____

A RESOLUTION OF THE AMERICAN FORK CITY COUNCIL PROVIDING NOTICE OF ITS INTENT TO SELL CERTAIN REAL PROPERTY LOCATED AT 163 SOUTH 300 WEST, CONSISTING OF APPROXIMATELY 0.338 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 at 163 South 300 West in American Fork, Utah, consisting of approximately 0.338 acres total - parcel number 66:223:001 (the "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 0.338 acres of real property located at 163 South 300 West, American Fork, Utah, more particularly described as follows:

Utah County Parcel No. 66:223:0001
Lot 1, Serene Meadows Subdivision.
Area 0.338 acres

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 13th day of October 2026.

AMERICAN FORK CITY

By: _____
Mayor Bradley J. Frost

ATTEST:

City Recorder