

AMERICAN FORK CITY COUNCIL
AUGUST 13, 2019
REGULAR SESSION AGENDA

The American Fork City Council will hold a public hearing in conjunction with the regular session on **Tuesday, August 13, 2019, in the American Fork City Hall, 31 North Church Street as follows:**

PUBLIC HEARING

- Receive public comment regarding the declaration of various Fitness Center Equipment as surplus and to be disposed of.
- Receive public comment regarding the Boundary Line Adjustment with Highland City #6 consisting of 1.07 acres at approximately 1500 North Center.
- Receive public comment regarding the RBAK Annexation consisting of 1.121 acres at approximately 1050 East 300 North.

REGULAR SESSION

1. Pledge of Allegiance; Invocation by Council Member Shelton; roll call.
2. Presentation of the HERO Award to Chuck Goodwin and Brian “Bucket” Parker and declaring August 13, 2019, as Chuck Goodwin and Brian Parker day.
3. Twenty-minute public comment period - limited to two minutes per person.
4. City Administrator's Report
5. Council Reports
6. 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 July 9, 2019, Work Session minutes.
2. Approval of the July 9, 2019, City Council minutes.
3. Approval of the July 23, 2019, Special Session minutes.
4. Approval of the authorization to release the Improvements Construction Guarantee in the amount of \$127,780.00 and issue a Notice of Acceptance for the DBD Business Park construction of public improvements located at 72 South 700 East.

ACTION ITEMS

1. Ratification of city payments (July 3, 2019 to August 6, 2019) and approval of purchase requests over \$25,000.
2. Review and action on the American Fork Boat Harbor Annexation consisting of 58.13 acres at approximately 1700 South 100 West including the Ordinance of Annexation, Annexation Agreement, and placement of the property in the M-1 Marina zone.
3. Review and action on an ordinance adopting the Highland/American Fork Boundary Line Adjustment #6 consisting of 1.07 acres at approximately 1500 North Center.
4. Review and action on a resolution indicating the city’s intent to annex the Houle Annexation consisting of .597 acres at 935 East 50 South.
5. Review and action on an Escrow Bond Agreement with Bank of Utah for HMC Investment.
6. Review and action on a Pioneering Agreement for HMC Investment Corporation.
7. Review and action on a Reimbursement Agreement with John Heiner for improvements on Elm Street.
8. Review and action on a Reimbursement Agreement with Patterson Construction, Inc. for Roadway Widening of 860 East.

9. Review and action on an ordinance approving a zone map amendment from the R-1-7,500 Residential to the R-4-7,500 Residential zone located at 161 West Pacific Drive.
10. Review and action on a resolution approving an amendment to the land use element of the general plan located at 11 South 500 East from the Residential Medium Density to the General Commercial designation.
11. Review and action on an ordinance approving a zone map amendment from the R-2-7,500 Residential zone to the GC-1 General Commercial zone, located at 11 South 500 East.
12. Review and action on subdivisions, commercial projects, condominiums, and PUD's including 1) plat approval; 2) method of satisfaction of water rights requirements; 3) posting of an improvement bond or setting of a time frame for improvement installation; and 4) authorization to sign the final plat and acceptance of all dedications to the public and to have the plat recorded.
 - a. Review and action on an ordinance approving a district framework plan for the Hoggard TOD Project, located in the area of 1000 West 350 South in the TOD zone
 - b. Review and action on the final plat of Willow Glen Phase 2, consisting of 78 units, located in the area of 400 South 700 West in the TOD zone.
13. Review and action on an ordinance adopting amendments to the American Fork City Municipal Code Section 15.01.100, Section 17.7.501 to Section 17.7.507, and Section 17.8.304 relating to private street standards.
14. Review and action on an ordinance amending Section 17.8.111 of the American Fork City code relating to construction and maintenance of private roads and driveways, and creating Chapter 12.20 relating to the acceptance of private infrastructure, establishing conditions and setting forth procedures for the acceptance of private infrastructure.
15. Review and action on a Professional Services Contract for asset management, street light maintenance and construction services provided by Black & McDonald.
16. Review and action on the award of a contract for the 2020 Upper West Tank Crack Repair to Gerber Construction, Inc.
17. Review and action on a resolution declaring Fitness Center items to be surplus and disposed of.
18. Review and action on a Master Services Agreement with MuniConsults LLC.
19. Consideration for adoption of a resolution of the City Council of American Fork City, Utah, authorizing the issuance and sale of not more than \$35,000,000 aggregate principal amount of telecommunications, franchise and sales tax revenue bonds, Series 2019; and related matters.
20. Consideration and action to enter into a closed session to discuss the character or professional competence of individuals, to discuss pending or reasonably imminent litigation, to discuss the purchase, lease or sale of real property, or to discuss other items described in Utah State Code 52-4-204 and 52-4-205.
21. Adjournment.

Dated this 9 day of August, 2019.



Terilyn Lurker, City Recorder

- In accordance with the Americans with Disabilities Act, the City of American Fork will make reasonable accommodations to participate in the meeting. Requests for assistance can be made by contacting the City Recorder at 801-763-3000 at least 48 hours in advance of the meeting.
- The order of agenda items may be changed to accommodate the needs of the City Council, staff, and the public.



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
AUGUST 13, 2019**

Department Public Works **Director Approval** Scott Sensanbauger

AGENDA ITEM (Common Consent Agenda) - Consideration regarding authorization to release the Improvements Construction Guarantee in the amount of \$127,780.00 and issue a Notice of Acceptance for the DBD Business Park construction of public improvements located at 72 South 700 East.

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

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

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

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

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

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

SUGGESTED MOTION Move to accept the improvements and authorize the City to execute the Notice of Acceptance for the DBD Business Park public improvements located at 72 South 700 East. To authorize the issuance of documents and/or payments to release the Improvement

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

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

SUPPORTING DOCUMENTS

DBD Business Park Bond Release Request (PDF)

DBD Business Park Notice of Completion (PDF)

DBD Business Park Bond Spreadsheet (PDF)



BOND RELEASE REQUEST

Development Name: DBD GUNTHER BUSINESS PARK

Development Address: 72 SOUTH 700 EAST; AMERICAN FORK, UT

☐ Partial Release

☒ Final Release

☐ 10% Warranty Release

Description of Item	Quantity	Units	Unit Price	Total	Inspector Use Only
					Complete? Yes/No
SEE ATTACHED					
Total				\$127,780.00	

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

Please send check/bank letter to:

Name: DALE O. GUNTHER DBD GUNTHER, LLC

Bank (if applicable): BANK OF AMERICAN FORK

Address: 856 EAST 700 NORTH

City: AMERICAN FORK State: UTAH ZIP: 84003

Phone: 801-592-1826 Email: daleogunther@gmail.com

Signature: [Signature] Date: 7-12-19

Inspector Use Only	
Inspector Signature: <u>[Signature]</u>	Date: <u>7/17/19</u>



NOTICE OF COMPLETION AND REQUEST FOR RELEASE

Projects and/or subdivisions completed within the corporate limits of American Fork City

Mayor of American Fork
51 East Main
American Fork, UT 84003

Re: DBD GUNTHER BUSINESS PARK

Dear Mayor:

As the project and/or subdivision construction has now been completed in full, I request that the Improvement Construction Guarantee (ICG) be released in full up to one hundred percent (100%) of the initial construction costs. Following the release of the ICG, I understand that the one (1) year Durability Testing Period will commence wherein ten percent (10%) of the total ICG is held to ensure the durability of the constructed improvements per City Ordinance Section 17.9.

I, DALE O. GUNTHER, the owner, developer, and authorized representative of DBD GUNTHER LLC Subdivision/Project, do hereby request the release of the Improvement Construction Guarantee. I certify that all liens have been released, all outstanding fees paid, costs of administration paid, and reimbursement payments to prior developers (if any) have been made, and the project clean-up is complete.

Project: DBD GUNTHER BUSINESS PARK

Address: 72 SOUTH 700 EAST, AMERICAN FORK, UTAH 84003

Requested ICG Amount: 140,558 = 100%

Dale O. Gunther
Owner/Developer

7-12-19
Date

Attachment: DBD Business Park Notice of Completion (Final Bond Release - DBD Business Park)

Name of Development: DBD Business Park

	Description of Item	Quantity	Unit	Unit Price	Total
CULINARY WATER & PRESSURIZED IRRIGATION					
	Road cut for water, building, and fire line	1	Each	\$4,100.00	\$4,100.00
	Install 1" water to building	1	Each	\$1,500.00	\$1,500.00
	Install 1" irrigation service	1	Each	\$1,650.00	\$1,650.00
	Cut in 6" tee on existing water main install 8" valve	1	Each	\$4,100.00	\$4,100.00
	Hot tap existing 12" watermain install 8" valve	1	Each	\$3,800.00	\$3,800.00
	Road cut for fire line and water main	1	Each	\$4,000.00	\$4,000.00
	Install 8" water main	906	LF	\$37.50	\$33,975.00
	Install 8" x 6" tees	3	Each	\$650.00	\$1,950.00
	Install 8" bends	3	Each	\$500.00	\$1,500.00
	Install 6" water main	73	LF	\$35.00	\$2,555.00
	Install hydrants	3	Each	\$3,750.00	\$11,250.00
	Install 6" valves	3	Each	\$1,250.00	\$3,750.00
	Install pre-treatment sumps	4	Each	\$9,100.00	\$36,400.00
	Install 6" fire line to building	1	Each	\$10,250.00	\$10,250.00
	Install 4" power conduit across street	1	Each	\$2,500.00	\$2,500.00
CONCRETE					
	Drive approach	2	Each	\$1,200.00	\$2,400.00
LANDSCAPE					
	Tree	7	Each	\$300.00	\$2,100.00

\$127,780.00

10% Durability - retained at ICG release	\$12,778.00
------------------------------------------	-------------

ICG Amount	\$140,558.00
------------	--------------

Fees	\$50.00
------	---------

Attachment: DBD Business Park Bond Spreadsheet (Final Bond Release - DBD Business Park)



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
AUGUST 13, 2019**

Department Recorder **Director Approval** Terilyn Lurker

AGENDA ITEM Review and action on the American Fork Boat Harbor Annexation consisting of 58.13 acres at approximately 1700 South 100 West including the Ordinance of Annexation, Annexation Agreement, and placement of the property in the M-1 Marina zone.

SUMMARY RECOMMENDATION

Staff would recommend approval.

BACKGROUND

The American Fork Boat Harbor Annexation began in late 2018 with the Annexation Agreement being approved at the February 26, 2018 meeting. The applicants have now provided the needed documents and are ready to move forward with completion of the annexation. This annexation includes property owned by the Timpanogos Special Service District and the Timp Marina Club; these properties have been included in this annexation in an attempt to fill in the gaps of incorporated areas.

BUDGET IMPACT

NA

SUGGESTED MOTION

I move to adopt the American Fork Boat Harbor Annexation consisting of 58.13 acres at approximately 1700 South 100 West including the Ordinance of Annexation, Annexation Agreement, and placement of the property in the M-1 Marina zone.

SUPPORTING DOCUMENTS

Annexation Ordinance (PDF)

AN ORDINANCE

AN ORDINANCE AMENDING SECTION 1.12.010 OF THE REVISED ORDINANCES OF AMERICAN FORK CITY 1985, AS AMENDED, ANNEXING CERTAIN PROPERTIES TO AMERICAN FORK CITY AND ESTABLISHING ZONING CLASSIFICATION FOR SAID PROPERTY.

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

SECTION I. That the following described real property be, and the same is hereby annexed to American Fork City, Utah, the corporate limits of said city are hereby extended to include said described property, and said property is hereby declared to be part of American Fork City and shall henceforth be subject to all of the ordinances and regulations thereof, and that the description of the boundaries of American Fork City as set forth in Section 1.12.010 of the revised ordinances be amended to include the following described property to-wit:

ORDINANCE NO. _____
AMERICAN FORK BOAT HARBOR ANNEXATION (1700 SOUTH 100 WEST)
SEE ATTACHMENT 'A'

SECTION II. That the territory annexed under Section 1 above is hereby classified into the M-1 Marina Zone and subject to the terms and conditions of the American Fork Boat Harbor Annexation Agreement as provided in Attachment 'B'.

SECTION III. This ordinance shall take effect upon its passage and first publication.

PASSED by the City Council of American Fork this 13 day of August, 2019.

Bradley J. Frost, Mayor

ATTEST:

State of Utah
County of Utah

I, Terilyn Lurker, City Recorder of American Fork City, Utah, do hereby certify the above and foregoing to be a full, true and correct copy of an ordinance amending Section 1.12.010 of the revised ordinances of American Fork City 1985, Amended, annexing certain properties to American Fork and establishing zoning classification for said property. In witness whereof, I hereunto set my hand and affix the corporate seal of American Fork, Utah this 13 day of August, 2019.

Terilyn Lurker, City Recorder

Attachment: Annexation Ordinance (American Fork Boat Harbor Annexation - Ordinance)

5H57 < A 9B H fi

SURVEYOR'S CERTIFICATE

I, ARTHUR F. JUESCHKE, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR HOLDING CERTIFICATE NO. 145812 (OLD NO. 3373) IN ACCORDANCE WITH TITLE 58, CHAPTER 22 OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT, UTAH CODE ANNOTATED, 1953 AMENDED. I FURTHER CERTIFY THAT I HAVE PREPARED THIS PLAT OF THE AMERICAN FORK BOAT HARBOR ANNEXATION, AND THAT THIS IS A TRUE AND ACCURATE MAP OF THE LANDS TO BE ANNEXED TO AMERICAN FORK CITY, UTAH.

BOUNDARY DESCRIPTION

THE FOLLOWING IS THE LEGAL DESCRIPTION OF THE LAND(S) TO BE ANNEXED:

BEGINNING AT A POINT ON THE EXISTING AMERICAN FORK CITY BOUNDARY LINE, WHICH POINT IS ALSO THE SOUTHERN--MOST POINT OF PLAT D, HARBOR ROAD ANNEXATION TO AMERICAN FORK CITY, AND WHICH BEGINNING POINT IS FURTHER DESCRIBED AS BEING N.89°59'54"W. 2053.72 FT. ALONG THE SECTION LINE AND SOUTH 699.41 FT. FROM THE NORTH 1/4 CORNER OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE CONTINUING ALONG EXISTING AMERICAN FORK CITY BOUNDARY LINES AS DELINEATED BY SEVERAL RECORDED ANNEXATION PLATS AS FOLLOWS:

N.45°56'43"E. 481.36' FT; THENCE N.60°34'45"E. 480.43 FT; THENCE N.88°56'04"E. 1201.46 FT; THENCE N.0°11'32"W. 150.03 FT; THENCE N.0°20'23"E. 34.94 FT; THENCE S.89°01'56"E. 207.85 FT; THENCE S.0°19'53"W. 175.62 FT; THENCE N.89°01'36"W. 134.55 FT; THENCE S.0°06'44"E. 791.17 FT; THENCE CONTINUING ALONG PROPOSED NEW CITY BOUNDARY LINES AS FOLLOWS: S.89°40'E. 235.47 FT; THENCE S.89°51'E. 90.34 FT; THENCE S.87°49'E. 274.70 FT; THENCE S.00°01'W. 592.21 FT; THENCE S.00°11'W. 200.65 FT; THENCE S.1°02'W. 225.42 FT; THENCE N.61°25'38"W. 388.18 FT; THENCE WEST 306.00 FT; THENCE SOUTH 219.56 FT; THENCE N.74°51'37"W. 315.88 FT; THENCE NORTH 386.10 FT; THENCE N.51°43'47"W. 619.91 FT; THENCE THENCE N.79°30'W. 191.82 FT; THENCE N.70°00'W. 1072.16 FT. TO THE POINT OF BEGINNING.

INCLUDED IN THE ABOVE DESCRIPTION IS AN AREA OF 58.13 ACRES, MORE OR LESS.

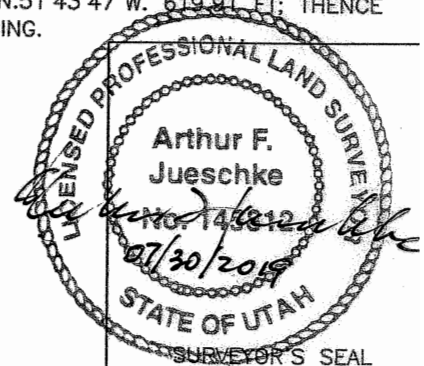
THE BEARING BASIS FOR THIS DESCRIPTION IS DATA AS PUBLISHED BY THE UTAH COUNTY SURVEYOR'S OFFICE USING NAD 27 BEARINGS OF SECTION LINES IN TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN.

Arthur F. Jueschke

SURVEYOR'S SIGNATURE

July 30, 2019

DATE



Attachment: Annexation Ordinance (American Fork Boat Harbor Annexation - Ordinance)

ATTACHMENT 'B'

ANNEXATION AGREEMENT
(American Fork Boat Harbor)

This Agreement, made and entered into this _____ day of _____, 20__, by and between The City of American Fork, Utah, a Utah Municipal Corporation (hereafter referred to as "City") and White Eagle Farms LLC, Vallum and Vataval LLC, Utah Lake Development Property, and American Fork City, (hereafter referred to as "Applicants"), is based on the following:

RECITALS

WHEREAS, Applicants are the owners of parcels of privately and publicly owned real property constituting the entirety of the *American Fork Boat Harbor Annexation*, which annexation is located within the unincorporated territory of Utah County and contiguous to the corporate boundary of the City. A "Request to Initiate Annexation of Land Within an Island or Peninsula" (Attachment 1), together with an Annexation Area map (Attachment 2) prepared by the Applicants showing the real property proposed for annexation (hereafter referred to as "Annexation Area").

WHEREAS, the Annexation Area constitutes a portion of an existing island, as defined by Utah State law; and

WHEREAS, in accordance with the provisions of UCA 10-2-418, the American Fork City Council has heretofore adopted Resolution No. 2018-11-42R indicating its intent to annex the entire Annexation Area. Further, notice of hearing regarding the proposed annexation has been published and the public hearing thereon held.

WHEREAS, the City Council has determined that annexation of the Annexation Area is in the best interest of the City and has indicated an intent to: (1) execute this Agreement and enact an ordinance of annexation relating thereto, and (2) authorize the recording of the annexation plat at the office of the Utah County Recorder, subject to the terms and conditions of this Agreement and any other conditions required prior to annexation.

TERMS AND CONDITIONS

NOW THEREFORE, based on the above recitals and in consideration of the annexation of the Annexation Area to the City, the parties covenant and agree as follows:

SECTION 1 - Applicability of Agreement: The real property to which the terms of this Agreement apply shall be the parcels of private property within the Annexation Area, identified on Attachment 2. Attachment 2 is hereby made part of this Agreement.

SECTION 2 - Annexation a benefit to Applicants: Applicants and City acknowledge that the City is not required to approve the annexation and that the terms and conditions of annexation, as set forth herein, are reasonable and entered into freely and voluntarily. Further, Applicants hereby acknowledge and agree that the benefit received from annexation of the property is equal to or greater than the requirements and conditions of annexation as set forth in this Agreement and the conditions of the development as set forth under the terms of the City's Development Code and Impact Fee Ordinance and does not constitute a taking as defined pursuant to the terms of UCA 10-9a-103(6), 1953, as amended.

SECTION 3 - Authority of Applicants: Applicants hereby affirm that they are the current owners of at least 75% of the Annexation Area and have complete authority to enter into this Agreement and bind the Annexation Area hereto.

SECTION 4 - Compatibility with Land Use Plan and Initial Zone Classification: The Land Use Element of the General Plan shows the Annexation Area classified as Resort. Therefore, the zone classification attached to the parcel shall be M-1 (Marina). A map illustrating the zone classification has been prepared by the City and is made part of this agreement (Attachment 3).

SECTION 5 - Right-of-way to be Conveyed. The City's Transportation Element of the General Plan provides for the development of 100 West as a Minor Collector roadway. Additionally, the Bike and Pedestrian Master Plan identifies placement of the Utah Lake Shoreline Trail through the Annexation Area. As a condition of annexation, Applicants hereby agree to convey to the City any right-of-way necessary for 100 West and the Utah Lake Trail in the locations shown on the plat prepared by the Applicant and approved by the City (Attachment 4). Applicants shall have no obligation to construct any right-of-way or trail improvements unless and until any improvement or development occurs on the parcel adjacent to the right-of-way or trail corridor, or as otherwise required by City Code, subject to the provisions as outlined in the American Fork City Development Code Section 17.5.126 (Minimum Level of Improvements Required).

SECTION 6 - Conveyance of Water Right: Applicants acknowledge that the dedication of water rights is required pursuant to City Code Section 17.1.400—Conveyance of Water. City acknowledges that Applicants have a sufficient basis to delay the time of conveyance of water rights until the time of development in accordance with City Code Section 17.1.400(C). A Water Delay Agreement is hereby entered into by the parties and is incorporated into this Agreement as Attachment 5.

SECTION 7 - Open Ditches to be Piped: Applicants acknowledge that it is their burden in full to pipe any and all gravity irrigation conveyances (ditches), to the standards of the City and to the standards of the applicable irrigation company or private ditch easement holders,

as part of any forthcoming development project. Such piping shall be completed prior to or in concurrence with the development of the parcel and in compliance with City Code Section 17.8.303 – Plan to identify and accommodate natural constraints to development.

SECTION 8 - Property Taxes and Rollback Taxes to be Paid on any Right-of-Way Dedicated to City: Applicants agree to pay any outstanding property taxes on the Annexation Area including any and all rollback taxes if the subject area is classified as "Greenbelt" with the Utah County Tax Assessor, for any areas identified as right-of-way to be dedicated to City. Proof of payment of these taxes shall be required prior to recording of this Agreement.

SECTION 9 - Impact Fees: No impact fees are required as a condition of annexation. However, nothing in this Agreement constitutes a waiver of any obligation that Applicants or any successor may have for the payment of impact fees required as a condition of development of the Annexation Area or any portion thereof. Applicants acknowledge that no development approval or building permit shall be issued until all applicable fees required by City ordinance have been paid at the amount then in effect.

SECTION 10 - Default: Should any of the parties default in the performance of any of the terms of this Agreement, the parties shall first seek mediation to resolve any defaulting performance. The defaulting party shall pay all costs and expenses, including mediation fees and/or reasonable attorney's fees, which may arise from enforcing this Agreement, whether such remedy is pursued by mediation and/or filing suit or otherwise.

SECTION 11 - Notice: Any notice to be given hereunder shall be given by certified mail, return receipt requested, addressed as follows:

- a. If to the City, to the City of American Fork, 51 East Main Street, American Fork Utah, 84003
- b. If to Applicants, to David S. Grow, 560 S. State St. Orem Utah, 84058.

SECTION 12 - Counterparts and Severability: In the event that any provision of this Agreement shall be held invalid and unenforceable, such provision shall be severable from, and such invalidity and unenforceability shall not be construed to have any effect on, the remaining provisions of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

SECTION 13 - Entire Agreement: This Agreement constitutes the entire agreement between the parties and may be changed only in writing signed by all parties, and this agreement shall bind the heirs, assigns, and successors in interest of the respective parties. If any party shall breach this Agreement, the other party shall be entitled to recover their attorney fees and court costs in addition to other lawful damages resulting therefrom.

IN WITNESS WHEREOF, the parties have signed this agreement on the date first mentioned above.

Applicants names
 White Eagle Farms LLC and MAYOR

Applicants signatures
 [Signature] ASST
 V. P.

ATTEST:

Vallum and Vataual, LLC

[Signature] ASST
 V. P.

City Recorder

[Signature]
 UTAH LAKE DEVELOPMENT PROPERTIES, L.L.C.

LIST OF ATTACHMENTS

Attachment 1	Request to Initiate Annexation of Land of Within an Island or Peninsula
Attachment 2	Annexation Area Map
Attachment 3	Zone Classification Map
Attachment 4	Annexation Plat
Attachment 5	Water Delay Agreement

ATTACHMENT 1

REQUEST TO INITIATE ANNEXATION
OF LAND WITHIN AN ISLAND OR PENINSULA

DATE: 8 NOVEMBER 2018

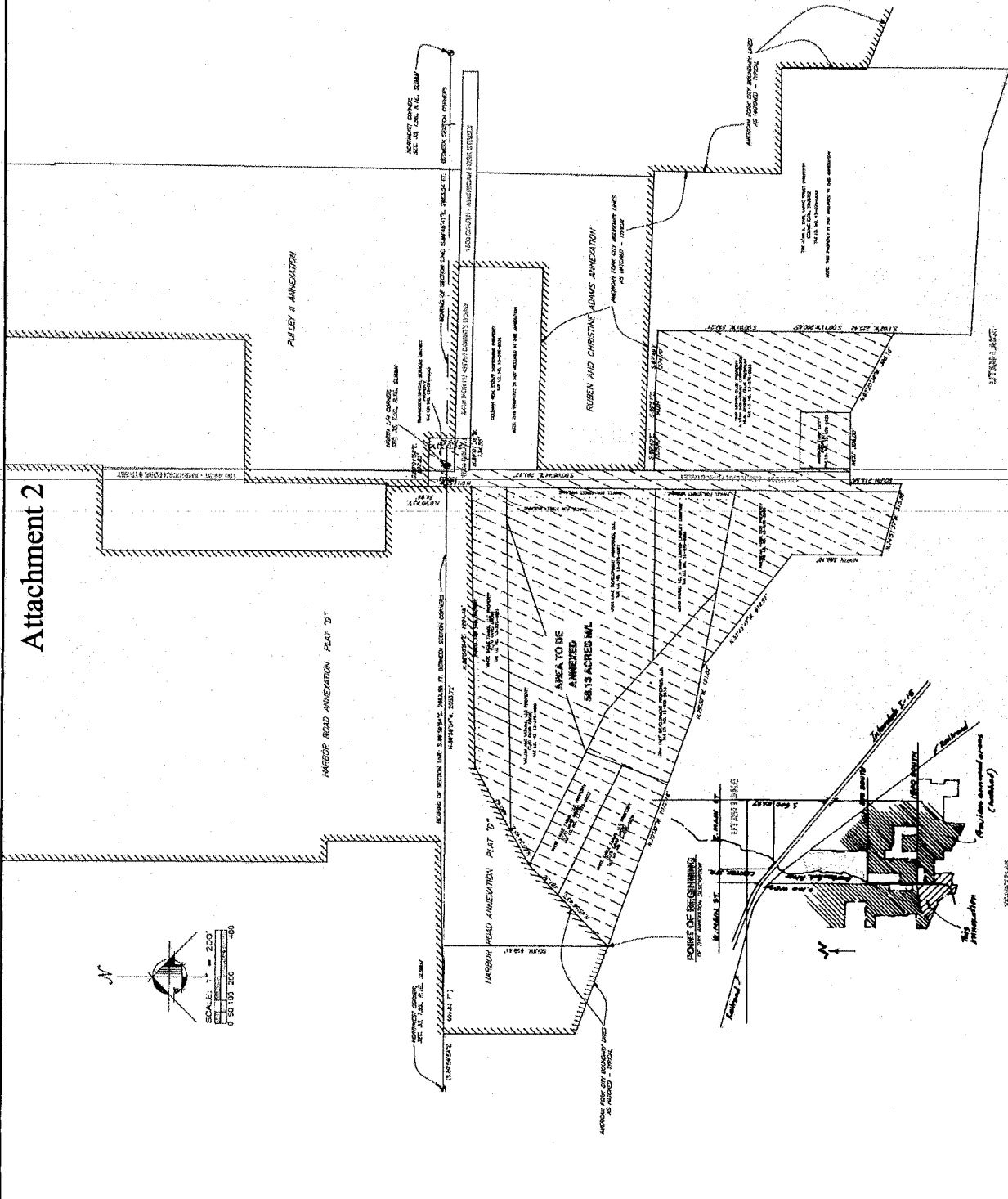
We the undersigned, by virtue of our signatures affixed hereto, do hereby request the City of American Fork, Utah, to annex the parcel(s) identified on the attached map, in accordance with the procedures for "Annexation Without Petition" as set forth under Section 10-2-418(1)(a)(ii) of the Utah State Code.

We hereby further acknowledge and affirm as follows:

- A. The area to be annexed is contiguous to the municipality and has fewer than 800 residents, and
- B. The municipality has provided one or more municipal type services to the area for at least one year.

Tax I.D. No.	Name(s) of Owner	Signature of Owner(s)
57266-10	WHITE EAGLE FARMS, LLC	David S. Shaw Agent
45049-93	VALLUM AND VATAVAL, LLC	David S. Shaw Agent
13:075:0027	UTAH LAKE DEVELOPMENT Prop.	J. Robert E. Herington
13:075:0015	UTAH LAKE DEVELOPMENT Prop.	J. Robert E. Herington
	AMERICAN FORK BOAT HARBOR - EAST	Owner
	AMERICAN FORK BOAT HARBOR - WEST	

Attachment: Annexation Ordinance (American Fork Boat Harbor Annexation - Ordinance)



1. GEORGE F. SEEDORF, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF CALIFORNIA (PLS NO. 33719) IN ACCORDANCE WITH TITLE 54, CHAPTER 22 OF THE PROFESSIONAL
SURVEYING AND LAND SURVEYING REGULATIONS, LOCAL GOVERNMENT, 1953 AMENDED. I FURTHER CERTIFY THAT I HAVE
MADE THIS PLAN OF THE AMERICAN PARK MOUNT HARBOR ASSOCIATION, AND THAT THIS IS A TRUE AND ACCURATE
REPRESENTATION OF THE SAME. THIS PLAN IS TO BE APPLIED TO AMERICAN PARK CITY, UTAH.

[illegible]

SUBJECT'S SIGNATURE	DATE	SUBJECT'S SEAL

[illegible]

SUBJECT INDEX _____ DAY OF _____, 1958

City Council Member

CITY OF CLACKAMAS

1. BUT TO BE BENEFICIAL IN THE LONG RUN, COUNTRY SERVICES AND IS REQUIRED TO BE USED AS A FIRM LOCAL ENTERPRISE, PURSUANT TO UTAH CODE, ANNOTATED 20-2-20.5.

Journal of Management Education 30(6) 789-804
© The Author(s) 2006
Reprints and permissions: <http://www.sagepub.com/journalsPermissions.nav>

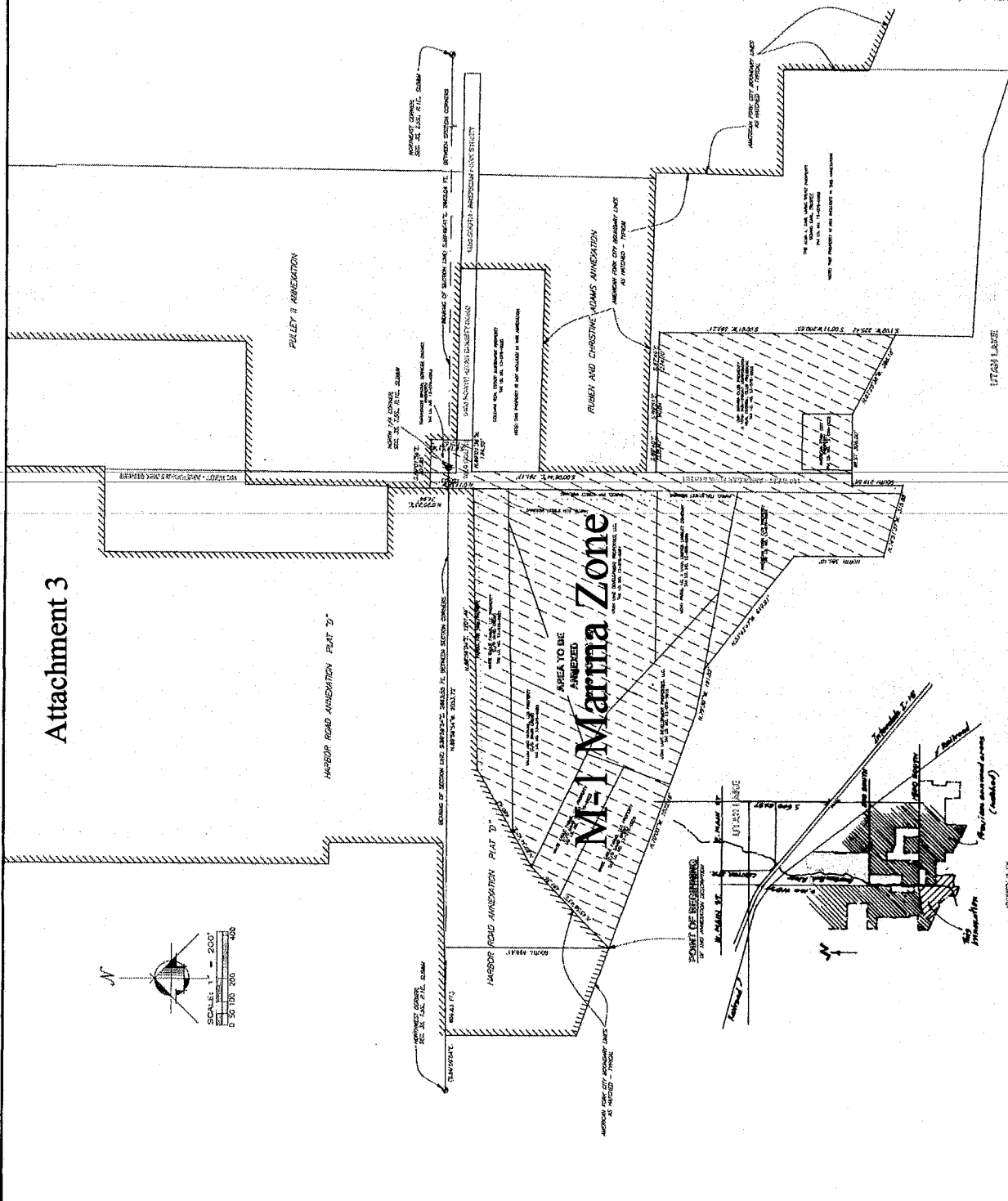
WILL COUNTY
SUNSHINE BELT

AMERICAN FORK BOAT HARBOR ANNEXATION
TO AMERICAN FORK CITY, UTAH COUNTY, UTAH

LOCATED IN THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER
OF SECTION 35, TOWNSHIP 5 SOUTH,
RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN

Prepared by
WESTERN LAND SURVEYING & ENGINEERING
Consulting Engineers and Land Surveyors
1766 North 2000 West
Provo, Utah 84604-1128
Phone: 801-368-9129

FILED 08/27/16	DATE 12-07-2016 FILED AT MEMPHIS	TIME 11:20AM	2016 BY AF-1	RECEIVED BY S. J. GIBSON	FILE NO. 18-19
----------------	----------------------------------------	-----------------	-----------------	-----------------------------	-------------------

[illegible][illegible][illegible]

THIS FILE HAS BEEN REMOVED BY THE UTAH COUNTY SHERIFF AND IS CURRENTLY
CLASSIFIED AS A FINAL LOCAL ENTITY FILE. PURSUANT TO UTAH CODE ANNOTATED
11-23-20 AS AMENDED

AMERICAN FORK BOAT HARBOR ANNEXATION
TO AMERICAN FORK CITY, UTAH COUNTY, UTAH

LOCATED IN THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER
OF SECTION 35, TOWNSHIP 5 SOUTH,
RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN

Prepared by
WESTERN LAND SURVEYING & ENGINEERING
Consulting Engineers and Land Surveyors
1766 North 2000 West
Provo, Utah 84604-1128
Phone: 801-368-9129

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

WARRANTY DEED

American Fork

Affecting Tax ID Nos: 13:075:0030
 Project: American Fork Boat Harbor Annexation

Echo Ridge LC as fee title owner, Grantor, hereby CONVEYS AND WARRANTS to AMERICAN FORK CITY, at 51 East Main Street, American Fork, Utah 84003, Grantee, for the sum of Ten (10) Dollars, and other good and valuable considerations, the following described parcel of land in Utah County, State of Utah, as Public Right-of-Way, to-wit:

A parcel of land for widening of the existing 100 West Right-of-Way, being part of an entire tract of property, situate in the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 35, Township 5 South, Range 1 East, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Commencing South 1242.17 feet and West 96.16 Feet from the North $\frac{1}{4}$ Corner of Section 35, Township 5 South, Range 1 East, Salt Lake Base and Meridian; Thence N79d30'00"W 43.17 feet; thence N00d20'23"E 341.73 feet; thence S89d39'37"E 41.00 feet; thence S00d20'23"W 348.00 Feet to the point of beginning.

The above described parcel contains 14,162 square feet in area or 0.325 acres.

Attachment: Annexation Ordinance (American Fork Boat Harbor Annexation - Ordinance)

WITNESS, the hands of said Grantor, this 22nd day
of July, A.D. 20 19

Echo Ridge LLC
J Kester, manager
Type or print name of grantor

State of Utah)
) ss.

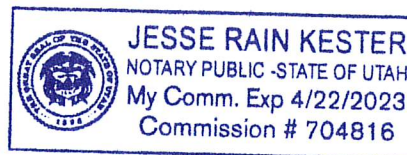
County of Salt Lake)

On the date first above written personally appeared before me,

Joel Kester who, being by me duly sworn,
says that he is the Manager of Echo Ridge, LLC, a Utah limited liability company, and
that the within and foregoing instrument was signed in behalf of said company.

WITNESS my hand and official stamp the date in this certificate first above
written:

J Kester
Notary Public



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

SPECIAL WARRANTY DEED

American Fork

Affecting Tax ID Nos: 13:075:0021
 Project: American Fork Boat Harbor Annexation

White Eagle Farms LLC and Vallum & Vataval LLC as Joint Tenants with Full Rights of Survivorship, Grantors, hereby CONVEY AND WARRANT to AMERICAN FORK CITY, at 51 East Main Street, American Fork, Utah 84003, Grantee, for the sum of Ten (10) Dollars, and other good and valuable considerations, the following described parcel of land in Utah County, State of Utah, as Public Right-of-Way, to-wit:

A parcel of land for Utah Lake Shoreline Trail, being part of an entire tract of property, situate in the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 35, Township 5 South, Range 1 East, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Commencing South 127.43 feet and West 134.30 feet from the North $\frac{1}{4}$ Corner of Section 35, Township 5 South, Range 1 East, Salt Lake Base and Meridian; Thence S88d56'04"W 1191.62 feet; then N60d40'47"E 42.25 feet; thence N88d56'04"E 1122.79 feet; thence along southwesterly along a non-tangent curve to the right, said curve having a radius of 35.00 feet and a chord bearing S58d45'15"E 37.42 feet to the point of beginning.

The above described parcel contains 24,574 square feet in area or 0.564 acres.

White Eagle Farms, LLC
By: David S. Snow

Vallum & Vataval LLC
By: David S. Snow

Attachment: Annexation Ordinance (American Fork Boat Harbor Annexation - Ordinance)

WITNESS, the hands of said Grantors, this 25th (Twenty fifth) day
of July, A.D. 20 19

David S. Grow
White Eagle Farms, LLC.
David S. Grow, President

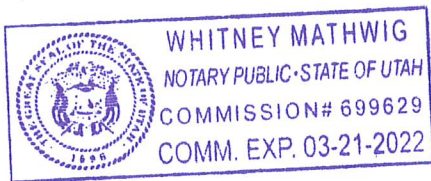
David S. Grow
Vallum & Vataval, LLC.
David S. Grow, President

State of Utah)
) SS.
County of Utah)

On date first above written personally appeared before me, David S. Grow, who, being by my duly sworn, says that he is the President of White Eagle Farm, LLC. and Vallum & Vataval, LLC., limited liability companies, and that the within and foregoing instrument was signed in behalf of said companies by authority of its Board of Directors and said David S. Grow acknowledged to me that said companies executed the same.

WITNESS my hand and official stamp the date in this certificate first above written:

Whitney Mathwig
Notary Public



WATER DELAY AGREEMENT FOR ANNEXATION

This Water Delay Agreement for Annexation ("**Agreement**") is entered into as of the _____ day of _____, 20____ ("**Effective Date**"), by and between White Eagle Farms, LLC ("**Owner**"), and AMERICAN FORK CITY, a municipal corporation and political subdivision of the State of Utah ("**City**").

RECITALS

WHEREAS Owner is the owner of Parcel Nos. ^{13:075:0021 13:075:0029}
^{13:075:0020}
^{13:075:0023} ("**Property**"), which are located outside of the City's current municipal boundaries; and

WHEREAS Owner has filed with the City a request to have the Property annexed into the City ("**Annexation Request**"); and

WHEREAS Section 17.1.400(C) of the City Code requires the conveyance of title to water rights concurrently with final action by the City Council on an annexation, except under pursuant to certain findings, terms, and conditions; and

WHEREAS City and Owner desire to enter into this Agreement as part of the findings, terms, and conditions required under Section 17.1.400(C) of the City Code.

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

AGREEMENT

1. Determination of City Council. The City Council, with the recommendation of the City Planning Commission, has determined that there is good and sufficient reason to delay the time of conveyance of water rights and/or water shares beyond the time of the City Council's final action on the Annexation Request. This determination was made in the City Council meeting held on _____, 20____. The basis and reasoning for the City Council's determination are included within the recording, minutes, and other documentation from said City Council meeting.

2. Water Rights/Shares. The specific water rights and/or water shares that may be conveyed to the City, and that pursuant to the terms and conditions of this Agreement are hereby committed to the City, which commitment is irrevocable by Owner and may be released by the City only as provided in this Agreement ("**Committed Water**"), are identified in Exhibit A of this Agreement.

3. Conveyance of Committed Water. Prior to the City's approval of any development on the Property that will require the delivery of water, the City will determine the amount of water rights/shares required for dedication and conveyance to the City in order to meet the water requirements of the development. Owner will convey clear title to the required amount of the Committed Water to the City. If the amount of water necessary for the development is less than the

total amount of the Committed Water, the City will release the commitment (provided in paragraph 2 above) as to the unnecessary portion of the Committed Water. If the amount of water necessary for the development is more than the total amount of the Committed Water, Owner shall convey additional acceptable water rights/shares to the City to meet the dedication requirements. If the Committed Water consists of any water rights, the conveyance shall be by Warranty Deed and an accompanying Water Rights Deed Addendum. If the Committed Water consists of any water shares, the conveyance shall be by assignment, endorsement, and delivery of the appropriate share certificates. Owner acknowledges that under the Article XI, Section 6 of the Utah Constitution, City is prohibited from returning to Owner any portion of the Committed Water once it has been conveyed to the City.

4. Change Application. If any of the Committed Water consists of water rights, an express prerequisite for conveyance shall be the filing and approval of an Application for Permanent Change of Water ("**Change Application**") with the Utah Division of Water Rights ("**Division**") to convert the water rights to municipal use to be diverted from the City's wells. Prior to the filing of the Change Application, the water rights shall be reviewed by the City's water attorneys to ensure that the water rights are suitable for dedication. The City's water attorneys shall also prepare and prosecute the Change Application, with the full assistance and support of Owner. The water rights will be deemed acceptable for conveyance to the City under this paragraph upon the issuance of an Order approving the Change Application that is acceptable to the City and upon expiration of all applicable deadlines for requests for reconsideration and/or appeal of the Order. Owner shall be responsible for all costs associated with the Change Application, including but not limited to the City's attorney fees, application filing fees, and document fees.

5. Title to Committed Water. Owner shall convey unencumbered title to the Committed Water to the City. If the Committed Water consists of water rights, the City will obtain a water rights title insurance policy for the water rights. Owner shall be responsible for all costs associated with the water rights title insurance, including but not limited to the policy premium and recording fees. Owner shall be responsible for satisfying the requirements and conditions of the Title Commitment in order for the title company to issue a title insurance policy that is acceptable to the City. A water rights title insurance policy that is agreeable to the City is an express condition to the acceptability of the water rights for dedication and conveyance to the City. If the Committed Water consists of water shares, the City will obtain written confirmation of share ownership and current payment of all assessments from the respective water company/companies. Owner shall be responsible for all costs associated with obtaining the written confirmation. From the date of this Agreement until the Committed Water is conveyed to the City, Owner shall not sell or otherwise dispose of the Committed Water, nor shall Owner allow any liens or encumbrances upon the Committed Water that would prevent Owner from conveying unencumbered title to the Committed Water to the City.

6. Cessation of Owner's Use. Upon conveyance of the Committed Water to the City, Owner shall immediately cease any and all use of the Committed Water.

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

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

9. Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes all prior agreements and understandings concerning the commitment and conveyance of water rights for the Property. This Agreement shall not be amended, modified, or terminated except by written instrument signed by all parties.

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

11. Third Party Beneficiaries. This Agreement is not intended to and shall not create any rights in any person or entity not a party to this Agreement.

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

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

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

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

16. Counterparts. This Agreement may be executed in multiple counterparts, all of which taken together shall comprise one agreement.

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

AMERICAN FORK CITY

Bradley J. Frost, Mayor

Attest: _____
Terilyn Lurker, City Recorder

STATE OF UTAH)
:SS
COUNTY OF _____)

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

NOTARY PUBLIC

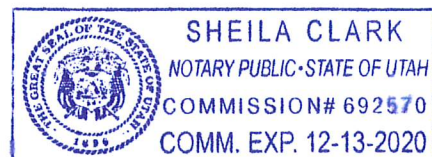
[OWNER]

✓ *Alex Crow*
FOR: WHITE EAGLE FARMS
VALLEY & VATAVAL

STATE OF UTAH)
:SS
COUNTY OF Utah)

On the 30 day of April, 2019, Alex Crow personally appeared before me and duly acknowledged that he/she executed this Water Delay Agreement for the purposes stated therein.

Sheila Clark
NOTARY PUBLIC



LIST OF ATTACHMENTS

Attachment 1	Request to Initiate Annexation of Land of Within an Island or Peninsula
Attachment 2	Annexation Area Map
Attachment 3	Zone Classification Map
Attachment 4	Annexation Plat
Attachment 5	Water Delay Agreement

EXHIBIT A**Description of Water Rights and/or Water Shares Committed to the City**

Water right # 55-2621

Select Related Information

(WARNING: Water Rights makes NO claims as to the accuracy of this data.) RUN DATE: 04/23/2019

WATER RIGHT: 55-2621 APPLICATION/CLAIM NO.: U9819 CERT. NO.:

[illegible]

NAME: Kingsbury Wildlife Farms
ADDR: 15 North 100 East #101
Provo UT 84606
REMARKS: 0.634 acre irr

NAME: Louis M. Sahr
ADDR: P.O.Box 185
American Fork UT 84003
REMARKS: 10 persons

NAME: Gustav Schmidt
ADDR: P.O.Box 185
American Fork UT 84003
REMARKS: 10 persons

NAME: White Eagle Farms
ADDR: 895 South Carterville Road
Orem UT 84097
REMARKS: 0.634 acre irr

 DATES, ETC.*****

LAND OWNED BY APPLICANT?		COUNTY TAX ID#:	
FILED: 03/24/1936	PRIORITY: / 1925	PUB BEGAN:	PUB ENDED:
ProtestEnd:	PROTESTED: [No]	HEARNG HLD:	NEWSPAPER:
EXTENSION:	ELEC/PROOF: []	ELEC/PROOF:	SE ACTION: []
RUSH LETTR:	RENOVATE:	RECON REQ:	CERT/WUC:
PD BOOK: [55-]	MAP: []	PUB DATE:	LAP, ETC:
			PROOF DUE:
			LAPS LETTER:

TYPE	DOCUMENT	STATUS
Type of Right: Underground Water Claim	Source of Info: Underground Water Claim	Status

LOCATION OF WATER RIGHT** (Points of Diversion: Click on Location to access PLAT Program.)*****MAP VIEW *****

FLOW: 5.522 acre-feet

SOURCE: Underground Water Well
COUNTY: Utah COMMON DESCRIPTION:

POINT OF DIVERSION -- UNDERGROUND: (Click Well ID# link for more well data.)

(1) S 214 ft E 1362 ft from NW cor, Sec 35, T 5S, R 1E, SLEB

DIAMETER OF WELL: 3 ins. DEPTH: 400 to ft. YEAR DRILLED: WELL LOG? No WELL ID#:

USES OF WATER RIGHT***** ELU -- Equivalent Livestock Unit (cow, horse, etc.) ***** EDU -- Equivalent Domestic Unit or 1 Family
(The Beneficial Use Amount is the quantity of Use that this Water Right contributes to the Group Total.)

WATER USE GROUP NO.: 403523. Water Rights Appurtenant to the following use(s):
55-2621(UGWC), 2622 (UGWC), 12136 (UGWC)

IRRIGATION: Beneficial Use Amt: 1.268 acres of the Group Total of 8.9 PERIOD OF USE: 04/01 TO 10/31

####PLACE OF USE: *-----NORTH WEST QUARTER-----*-----NORTH EAST QUARTER-----*-----SOUTH WEST QUARTER-----*-----SOUTH EAST QUARTER-----

	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE
Sec 26 T 5S R 1E S1/4																
Sec 35 T 5S R 1E S1/4		X										X				

=====

WATER USE GROUP NO.: 622063, Water Rights Appurtenant to the following use(s):
55-2621(UGWC), 2622(UGWC)

DOMESTIC: Beneficial Use Amt: UNEVALUATED EDUs Group Total: 2.0000 PERIOD OF USE: 01/01 to 12/31
Mar 16, 2007 -- admin decision to convert PERSONS/5 to FAMILIES and not use PERSONS.

(Orig Per:
10)

PLACE OF USE for STOCKWATERING*****

				NORTH-WEST%	NORTH-EAST%	SOUTH-WEST%	SOUTH-EAST%
				NW NE SW SE	NW NE SW SE	NW NE SW SE	NW NE SW SE
Sec 26	T 6	S 5 R	1E S1B1M	* : : : *	* : : : *	* : : : X*	* : : : *
Sec 35	T 7	S 5 R	1E S1B1M	* : X : *	* : : : *	* : : : *	* : : : *

OTHER COMMENTS *****

Point of diversion as given: S 2854' & E 1362' from E 1/4 corner, Sec. 27,
T5S, R1E, S1BM.

SEGREGATION HISTORY*****

This Right as originally filed:

FLOW IN CFS	QUANTITY IN ACRE-Feet	WATER USES						
		IRRIGATED ACREAGE	STOCK (ELUs)	DOMESTIC (FAMILIES)	MUNICIPAL	MINING	POWER	OTHER
	13,766	3.0	47.0	1.0				

```
=====
The following Water Rights have been Segregated from 55-2621:
1) WRNUM: 55-121136 (B.244) (1.732) (47.0)
   APPL#: U9819
   NAME: American Fork City
   FILED: 11/07/2005
=====
```


	CFS	ACRE-FEET	IRRIGATED ACREAGE	STOCK (ELUG)	DOMESTIC (FAMILIES) (*)	MUNICIPAL	MINING	POWER	OTHER
55-2621 currently has:		5,522	1,268	NONE	170				
*****END OF DATA*****									

Utah Division of Water Rights | 1594 West North Temple Suite 220, P.O. Box 146300, Salt Lake City, Utah 84114-6300 | 801-538-7240
[Utah.gov](#) | [Natural Resources](#) | [Contact](#) | [Terms of Use](#) | [Privacy Policy](#) | [Accessibility Policy](#) | [Translate Utah.gov](#)

Attachment: Annexation Ordinance (American Fork Boat Harbor Annexation - Ordinance)



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
AUGUST 13, 2019**

Department Recorder **Director Approval** Terilyn Lurker

AGENDA ITEM Review and action on a resolution indicating the city's intent to annex the Houle Annexation consisting of .597 acres at 935 East 50 South.

SUMMARY RECOMMENDATION

Staff would recommend approval of the Resolution.

BACKGROUND

This property is owned by David and Jamilyn Houle and located within the city's Annexation Declaration area at 935 East 50 South.

Approval of the resolution would start the 30-day protest period and allow staff to schedule a public hearing and notify affected entities. The public hearing would be scheduled for Tuesday, September 24, 2019.

BUDGET IMPACT

N/A

SUGGESTED MOTION

I move to approve the resolution indicating the city's intent to annex the Houle Annexation consisting of .597 acres at 935 East 50 South.

SUPPORTING DOCUMENTS

NOI Resolution (PDF)

RESOLUTION NO. _____**Houle Annexation
(935 East 50 South)**

A RESOLUTION INDICATING THE INTENT OF THE CITY COUNCIL TO ANNEX A PORTION OF AN EXISTING ISLAND OR PENINSULA, IDENTIFYING THE AREA PROPOSED FOR ANNEXATION; AUTHORIZING A PUBLIC HEARING ON THE PROPOSED ANNEXATION AND PROVIDING FOR THE PUBLICATION OF NOTICE OF SAID HEARING:

WHEREAS, Section 10-2-418, Utah Code Annotated, 1953, as amended, establishes a procedure and criteria for the annexation of unincorporated territory within an existing peninsula or island, and

WHEREAS, the City has received a request from owners of real property within an existing peninsula or island of unincorporated territory situated contiguous to the boundaries of American Fork City, requesting annexation of said territory to the City, and

WHEREAS, the City desires to honor the request of the property owners and effectuate the annexation in accordance with the procedures set forth under State Law,

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

SECTION 1. The City Council hereby acknowledges receipt of a written notice from the owners of real property within an existing peninsula or island requesting that the property be annexed into American Fork City, in accordance with the terms of the State Law relating to annexation of property within an island or peninsula (UCA 10-2-418). A copy of the request signed by the owner of each parcel requesting annexation is set forth on Exhibit A. Further, an annexation plat showing the location of the area proposed for annexation and designating the area as the "**Houle Annexation**" is set forth on Exhibit B which exhibits are attached hereto and by this reference made part of this Resolution.

SECTION 2. The City Council hereby indicates its desire and intent to annex the territory identified on Exhibit B.

SECTION 3. The City hereby acknowledges that the proposed annexation area constitutes only a portion of the existing island or peninsula, but hereby finds and determines that annexation of only a portion of the existing island or peninsula is in the best interest of the City.

SECTION 4. The City Council hereby authorizes a public hearing on the proposed annexation and instructs the City Recorder to publish notice thereof to the public and provide

Attachment: NOI Resolution (Houle Annexation)

written notice to the County Commission, and each special district whose boundaries contain some or all of the area proposed for annexation, all in accordance with the provisions of State Law.

SECTION 5. The provisions of this Resolution shall take effect upon its passage.

PASSED BY THE CITY COUNCIL OF AMERICAN FORK, UTAH, THIS 13 DAY OF AUGUST, 2019.

Bradley J. Frost, Mayor

ATTEST:

Terilyn Lurker, City Recorder

Attachment: NOI Resolution (Houle Annexation)

DATE: 7-8-19

- A. The area to be annexed is contiguous to the municipality and has fewer than 800 residents, and
- B. The municipality has provided one or more municipal type services to the area for at least one year.

Signature of Owner(s)

Janet Lynn Horne



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
AUGUST 13, 2019**

Department Public Works

Director Approval Scott Sensanbaugher

AGENDA ITEM Review and Action of an Escrow Bond Agreement with Bank of Utah for HMC Investment

SUMMARY RECOMMENDATION Bank of Utah proposes an Escrow Bond Agreement for HMC Investment Corporation for system improvements along Elm Street of the recently approved HMC Investment also known as Abundant Brands.

BACKGROUND The Planning Commission approved the HMC Investment development at the July 17, 2019 Planning Commission meeting. HMC Investment Corporation has been working closely with the City's Public Works Department on a plan for the public improvements.

Section 17.9.200 - Type of Assurance or Warranty Accepted, allows an escrow account as an approved improvement completion assurance. An Escrow Bond Agreement was drafted and reviewed by the City Attorney's office. The agreement outlines the parameters for the construction of the public improvements.

BUDGET IMPACT None

SUGGESTED MOTION Move to approve the Escrow Bond Agreement for HMC Investment Corporation.

SUPPORTING DOCUMENTS

Escrow Bond Agreement - HMC Investment (DOCX)

ESCROW AGREEMENT

THIS ESCROW/BOND AGREEMENT is entered into this 13 day of August, 2019, by and between, Bank of Utah, a Utah Banking Institution, (hereinafter referred to as the “Bank”), HMC Investment Corporation, (hereinafter referred to as the “Developer”), and American Fork City, a Municipal Corporation of the State of Utah (hereinafter referred to as the “City”).

WHEREAS, Developer desires to construct and develop a site plan in American Fork City located at approximately 472 East Elm Street, American Fork, Utah 84003, and known as HMC Investment Corporation (“Development”); and

WHEREAS, the American Fork Municipal Code requires the Developer to provide an improvement completion assurance and/or improvement warranty (hereinafter “Performance Guarantee”) that improvements will be installed as shown on the plans stamped “Approved for Construction” by American Fork City, Engineering Division; and

WHEREAS, Developer has chosen to utilize an escrow account for such Performance Guarantee;

WHEREAS, the Developer has placed the sum of \$81,526.28 in an escrow account with the Bank to guarantee construction of the required improvements pursuant to the terms of the American Fork Municipal Code;

NOW THEREFORE, in consideration of the funds paid to the Bank by the Developer, it is hereby agreed as follows:

1. Bank shall reserve the funds deposited by the Developer to guarantee and assure the construction of the required improvements for the Development, pursuant to American Fork Municipal Code.

2. The City shall have sole power to authorize the release of any funds held. No money may be released by the Bank without prior written authorization from the City.
3. Final release of this Performance Guarantee to the Developer is conditional upon the Developer's satisfactory completion of all improvements required under American Fork Municipal Code and upon delivery by the Developer to the City of a preliminary title report, in a form acceptable to the City, showing that there are no liens or encumbrances on the subject property except such liens and encumbrances as are specifically approved in writing by the City.
4. The Developer shall complete all public improvements required by the American Fork Municipal Code within a period of two hundred seventy five (275) days from the date of approval of the site plan by the City Council/Planning Commission. If the required improvements are not completed satisfactory to the City Council within that time, or an extension of time has not been approved by the City, the City may declare the Developer in Default of this agreement and pursue the remedies provided herein. Upon the Developer's completion of all said improvements, the City shall make an inspection of the improvements. If the City finds that all required improvements are satisfactory, all liens have been paid, and title conditions on the subject property are satisfactory, as evidenced by the aforementioned preliminary title report, the City may release up to ninety percent (90%) of the escrow account to the Developer.
5. The remaining ten percent (10%) shall be held for an additional one (1) year as an improvement warranty against latent defects in material or workmanship. If, prior to or at the end of the improvement warranty period, the condition of materials or workmanship shows unusual depreciation or does not comply with standards of the City, or if any outstanding liens

are not paid, the City Council may declare the Developer to be in default. The Developer acknowledges that it has informed or will inform its contractors and subcontractors of the release provision of this escrow account.

6. It is also agreed that violation of the American Fork Municipal Code, State Statutes, or Federal Regulations with respect to the Development, or deviation in any way from the approved plans and specifications of the site plan, may be considered grounds for declaration of default of the developer's obligations hereunder.
7. In the event the City Council determines that there has been a breach by the Developer of his obligations pursuant to the terms of the American Fork Municipal Code it may declare the Developer to be in default. Upon a declaration by the City Council that the Developer is in default, the City shall provide written notice of such default to the Bank, whereupon the Bank shall, within ten (10) days of receipt of said written notification from the City, release all funds held by the Bank to City, and City shall apply said funds to the cost of construction or repair of the required improvements.
8. Developer hereby agrees that the Bank is entitled to release all said funds to the City upon receipt of written notice by the City to the Bank as described in the preceding paragraph.
9. Should the Bank refuse to release all said funds to the City within ten (10) days of written notification to the Bank by the City, the Bank shall be liable for all damages resulting from said refusal.
10. Should the escrow account contain insufficient funds to complete the work, the City is entitled to pursue legal action to recover the shortage from the Developer.
11. Should any party to this Agreement default in performance of any terms contained herein, the non-defaulting party shall be entitled to reasonable attorney's fees and costs of Court

incurred by the non-defaulting party in enforcing any of the terms of this Agreement.

12. This Agreement shall bind and inure to the benefit of the parties, their heirs, administrators, executors, successors, and assigns.
13. This Agreement is not intended and shall not be construed to make any person, firm, or corporation a third-party beneficiary of any duty to be performed under this Agreement by City, its officers, agent or employees.
14. The signatories to this Agreement expressly represent and warrant that they have authority to act for and on behalf of the Obligor, the Developer and the City respectively.

BANK

By: Christina Thurnwald
Its: Vice President

STATE OF UTAH)
 §
COUNTY OF UTAH)

On this ____ day of _____, 2019, the foregoing instrument was acknowledged before me by Christina Thurnwald, Vice President of Bank of Utah.

Notary Public
My Commission Expires: _____

DEVELOPER

By: Logan Hunter
Its: President

On this ____ day of _____, 2019, the foregoing instrument was acknowledged before me by Logan Hunter, President of HMC Investment Corporation.

Notary Public
My Commission Expires: _____

AMERICAN FORK CITY

Bradley J. Frost, Mayor

ATTEST:

City Recorder



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
AUGUST 13, 2019**

Department Public Works **Director Approval** Scott Sensanbaugher

AGENDA ITEM Review and action of a Connector's Agreement (a/k/a Pioneering Agreement) for HMC Investment Corporation

SUMMARY RECOMMENDATION HMC Investment Corporation proposes a Connector's Agreement for system improvements along Elm Street of the recently approved Abundant Brands development.

BACKGROUND The Planning Commission approved Abundant Brands development at the July 17, 2019 meeting. HMC Investment Corporation has been working closely with the City's Public Works Department on a plan for the underground utilities along Elm Street in compliance with the approved Master Plans.

A Connector's Agreement was drafted by appropriate City personnel. The agreement outlines the parameters for the construction costs of the underground utilities improvements along Elm Street and allocates pro-rated construction costs to the adjacent properties based on their frontage along Elm Street.

The total cost for the system improvements adds up to \$26,761.50.

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

SUGGESTED MOTION Move to approve the Connector's Agreement for HMC Investment Corporation.

SUPPORTING DOCUMENTS

Connectors Agreement - HMC Investments (DOC)

CONNECTOR'S AGREEMENT a/k/a Pioneering Agreement

This Connector's Agreement (hereinafter referred to as "Agreement") is entered into as of this 13 day of August, 2019, by and between HMC Investment Corporation, a Corporation with its principal offices located at 551 East State Street, Ste. 201, American Fork, UT 84003 (hereinafter referred to as "Developer") and American Fork City, a municipal corporation and political subdivision of the State of Utah with its principal offices located at 51 East Main Street, American Fork, Utah 84003 (hereinafter referred to as the "City").

RECITALS

WHEREAS, Developer owns certain parcels of property located in American Fork, Utah County, Utah, specifically 65:483:0002 consisting of 0.67 acres and further described in Exhibit A attached hereto (hereinafter referred to as the "Property");

WHEREAS, Developer has obtained approvals from the City to develop the Property into a commercial site plan commonly known as HMC Investment. However, development of the Property is subject to the installation of offsite utility improvements (the "Project Improvements") identified on Exhibit B attached hereto.

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

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

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

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

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

AGREEMENT

1. **Necessity of Improvements.** Developer expressly acknowledges that the Project Improvements are necessary for development of HMC Investment, and are lawful conditions precedent for the approval and development of HMC Investment.
2. **Developer's Obligation.** Developer shall install the Project Improvements at Developer's cost and expense including all costs and expenses associated with engineering, planning,

surveying, design, materials, labor, easements, property, construction costs, and bonding relating to the Project Improvements, in accordance with the construction plans approved by the City for the development of HMC Investment and/or required by City ordinances and regulations (the “Pioneering Costs”). Pioneering Costs shall bear no interest from the date hereof to date of payment.

3. **Approval, Inspection, and Acceptance.** Developer and its assigns shall install the Project Improvements and post applicable bonds and improvement completion assurances in accordance with City ordinances to guarantee the installation of the Project Improvements according to City ordinances, regulations, and standards. The Project Improvements shall be approved by the City and inspections shall be conducted by the City to ensure that the Project Improvements are constructed per City standards. Upon completion, Developer shall deliver to City a set of as-built plans of the Project Improvements (in both paper and electronic format) with the verified actual amount of the Pioneering Costs of the Project Improvements. Upon successful completion of the Project Improvements and acceptance in writing by the City, Developer shall also provide an Improvement Warranty in accordance with City ordinances to ensure that the Project Improvements remain in good condition and free from defects for a period of one (1) year. Upon successful completion, approval by the City, and posting of an Improvement Warranty by Developer, the City shall accept, own, operate, and maintain the Project Improvements. Developer shall dedicate to the City ownership of all facilities, easements, and property necessary to properly operate and maintain the Project Improvements and shall not retain any ownership interest therein, unless City ordinances, agreements, or regulations provide otherwise.
4. **Collection of Pioneering Costs.** The City will require owners of the Benefitted Properties that develop their land or apply for building permits to pay to the City their proportionate share of the Pioneering Costs of the Project Improvements prior to granting development or subdivision approval or issuing building permits. The proportionate share shall be determined by the City based upon consideration of the street frontage, parcel size, and other relevant factors of each respective Benefitted Property. In no event shall City be liable for failure to make collection; it being understood and agreed that City will use its best efforts to make such collection.
5. **Distribution of Pioneering Costs Received.** The funds collected shall be paid by the City to the Developer within 60 days of collection, unless the payment is made under protest by the owner of the Benefitted Property or the payment is the subject of a lawsuit (filed or threatened), complaint, advisory opinion, or appeal. In such a case, the City will retain the funds until such time as the matter is resolved. When the matter is resolved, the City shall disburse the funds to Developer within 60 days. Nothing in this Agreement shall preclude Developer from arranging for up-front financial contributions for the Project Improvements from the owners of the Benefitted Properties.
6. **Duration of Pioneering Costs for all improvements.** If a development application is made after 10 years from the date hereof, there shall be no required payment of Pioneering Costs related to streets as a pre-condition of development approval or issuance of a

building permit.

7. Full Compensation. The Developer hereby agrees it shall not be entitled to any reimbursement, compensation, incentive, or other payment from the City related to the Project Improvements. Nothing in this Agreement, however, shall preclude Developer from obtaining reimbursements or impact fee credits for “system improvements” or oversized public improvements requested or required by the City in relation to the Project. If the City requires Developer to upsize or extend any of the Project Improvements, the parties may negotiate a separate reimbursement agreement to be submitted to City Council for approval. Such upsizing costs, however, are not part of this Agreement.
8. Choice of law. This Agreement shall be interpreted and enforced under the laws of the State of Utah. Venue for any legal action brought on this Agreement shall lie with the Fourth Judicial District Court for Utah County, Utah.
9. Authority. Each individual executing this Agreement hereby represents and warrants that he or she has been duly authorized to sign this Agreement in the capacity and for the entities identified.
10. Recitals and Exhibits Incorporated. Each recital set forth above, and each exhibit attached to and referred to in this Agreement, is hereby incorporated by reference.
11. Counterparts and Severability. In the event that any provision of this Agreement shall be held invalid and unenforceable, such provision shall be severable from, and such invalidity and unenforceability shall not be construed to have any effect on, the remaining provisions of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
12. Entire Agreement. This Agreement constitutes and comprises the entire understanding of the parties hereto, and supersedes any previous written or oral communication or representation related to the subject matter hereof
13. Amendment. This Agreement may only be amended by written instrument signed by both parties hereto.

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

AMERICAN FORK CITY

Bradley J. Frost, Mayor

Attest:

Terilyn Lurker, Recorder

DATED this ____ day of _____, 2018.

[DEVELOPER]

By: _____
Name (Print):
Its:

State of Utah

County of _____

On the _____ day of _____, 2019, personally appeared before me _____, of _____, whose identity has been proven on the basis of satisfactory evidence, and after being duly sworn acknowledges that he had authority to execute the foregoing Pioneering Agreement, for the purposes stated therein, and did so of his own voluntary act.

Notary

Exhibit A

Commencing at the Brass Cap found marking the North Quarter Corner of Section 24, Township 5 South, Range 1 East, Salt Lake Base and Meridian and running thence 965.62 feet North 89°45'02" West along the north line of Section 24 and 566.25 feet South to a point on the east line of Lot 2 CVS American Fork Plaza Subdivision No. 2, said point being the POINT OF BEGINNING; thence South 170.22 feet along east line of said Lot 2 to the Southeast corner of said Lot 2; thence South 89°46'30" West 162.05 feet along south line of said Lot 2 to the Southwest corner of said Lot 2; thence North 00°42'22" East 172.62 feet to a point on the west line of said Lot 2; thence South 89°22'28" East 159.77 feet to the POINT OF BEGINNING.

Containing 27574.55 square feet or 0.63 acres, more or less.

Exhibit C

Item	Quantity	Unit	Unit Price	Cost
8" Ductile Iron Pipe	340	LF	\$36.60	\$12,444.00
8" Tee	1	Each	\$605.00	\$605.00
Tie in @ 500 East	1	Each	\$4,300.00	\$4,300.00
Efill Backfill Material	350	Ton	\$13.50	\$4,725.00
Pipe Bedding	135	Ton	\$22.50	\$3,037.50
Testing & Chlorine	1	LS	\$1,650.00	\$1,650.00
			Total	\$26,761.50

Parcel Number	Owner	Linear Feet	Price
13:056:0077	Johns Auto Repair & Service	140.62	\$6,432.60
13:056:0101	Heiner, John C.	82.55	\$3,776.22
13:056:0040	Herrera, Marcelino	70	\$3,202.12
13:056:0031	Simko, Brenda	81	\$3,705.31
13:056:0085	A&G Property Holding, LLC	51.2	\$2,342.12
65:483:0002	HMC Investment	159.65	\$7,303.12
		Total	\$26,761.50



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
AUGUST 13, 2019**

Department Public Works

Director Approval Scott Sensanbauger

AGENDA ITEM Agreement with for reimbursement of improvements for property on Elm Street

SUMMARY RECOMMENDATION

Staff recommends that the City Council authorize the city to sign the reimbursement agreement with Mr. John Heiner for infrastructure installed and work done on Elm Street and 500 East.

BACKGROUND

During the development of this property, several issues arose as detailed in the attached reimbursement agreement. Mr. Heiner has requested reimbursement for the work he did to resolve these issues.

BUDGET IMPACT

The total reimbursement is \$2,232.54.

SUGGESTED MOTION

Mr. Mayor, I move to approve the reimbursement agreement and authorize the city to sign the agreement.

SUPPORTING DOCUMENTS

Heiner Agreement 7.31.19 (DOCX)

AGREEMENT

This Agreement is entered into this ___ day of July, 2019, by and between American Fork City (the “City”), a political subdivision of the State of Utah, and John C. Heiner (“Heiner”).

Recitals

WHEREAS Heiner owns property located at 36 South 500 East, American Fork, Utah (the “Property”);

WHEREAS the Property is zoned as a commercial property;

WHEREAS, as a condition of development, Heiner conveyed to City property on both Elm Street and 500 East, as shown in Exhibit A attached hereto;

WHEREAS, as a condition of development, Heiner relocated a power pole located at the corner of Elm Street and 500 East;

WHEREAS, Heiner incurred expenses as a result of his efforts to locate an eight inch water line that was not located in the location City believed it to be located;

WHEREAS Heiner contests and/or seeks reimbursement in the amount of \$2,962.04 from the City for the above mentioned conditions of development;

WHEREAS Heiner owes to American Fork a total of \$729.50 for past unpaid invoices; and

WHEREAS, in an attempt to resolve the disputes without additional legal action, the parties agree as follows:

Covenants

1. **Amounts Owed by Heiner.** Upon execution of this Agreement Heiner shall be deemed current on all development costs related to development of the Property.

2. **Payment.** City agrees to pay to Heiner a total sum of \$2,232.54 within 30 days of execution of this Agreement. Said amount constitutes full and complete reimbursement to Heiner for all requirements and costs of development, including the cost of locating the water line.

3. **Entire Agreement.** This Agreement constitutes and comprises the entire understanding of the parties as to any and all outstanding amounts owed related to the Property, and supersedes any previous written or oral communication or representation related to the subject matter hereof; and it may only be amended by written instrument signed by both parties hereto.

4. **Choice of law.** The interpretation of this agreement and any dispute concerning its provisions shall be governed by the laws of the State of Utah.

5. **Recitals and Exhibits Incorporated.** Each recital set forth above, and each exhibit attached to and referred to in this Agreement, is hereby incorporated by reference.

6. **Counterparts and Severability.** In the event that any provision of this Agreement shall be held invalid and unenforceable, such provision shall be severable from, and such invalidity and unenforceability shall not be construed to have any effect on, the remaining provisions of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused their authorized representatives to execute this agreement on their behalf as of the date first mentioned above.

JOHN HEINER

AMERICAN FORK CITY

Attest:

BRADLEY J. FROST
MAYOR

TERILYN LURKER
City Recorder

Approval as to Form:

Timothy G. Merrill, City Attorney

Attachment: Heiner Agreement 7.31.19 (Agreement with for reimbursement of improvements for property on Elm Street)

EXHIBIT A

After recording return to:
 American Fork City
 55 East Main Street
 American Fork, UT 84003

Special Warranty Deed

John C. Heiner, Grantor, of American Fork City, County of Utah, State of Utah, hereby conveys and warrants against all who claim by, through or under the Grantor to **American Fork City**, Grantee, of American Fork City, Utah County, State of Utah, for the sum of ten dollars (\$10.00) and other good and valuable consideration, the following-described tract of land in Utah County, State of Utah, and represented in Exhibit "A":

Commencing at a point located North 89°45'02" West along the Section line 835.51 feet and South 383.34 feet from the North quarter corner of Section 24, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence South 48°33'30" East along a railroad right-of-way 17.76 feet; thence South 00°35'25" West 114.60 feet; thence South 89°55'05" West 101.61 feet; thence North 00°35'25" East 7.64 feet; thence South 89°21'38" East 73.16 feet; thence along the arc of a 15.00 foot radius curve to the left 23.57 feet (chord bears North 45°36'53" East 21.22 feet); thence North 00°35'25" East 104.83 feet to the point of beginning.

Area: 2291 sq. ft.

Subject to easements, rights, restrictions, rights-of-way conditions, and covenants appearing of record and enforceable in law and equity.

WITNESS the hand of said Grantor this day, September 4th, 2018.


 JOHN C. HEINER, Grantor

STATE OF UTAH)
 :SS.
 COUNTY OF UTAH)

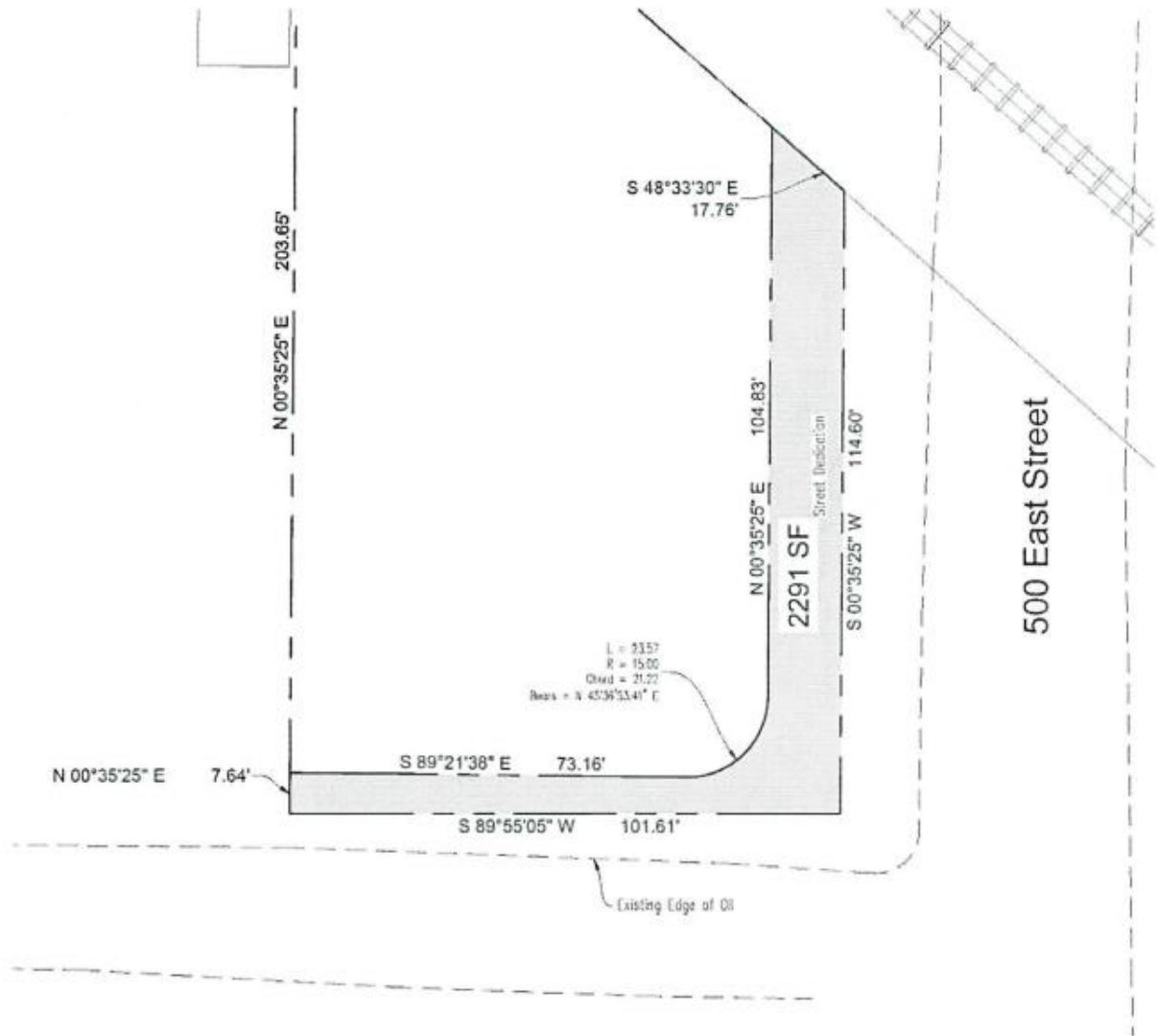
On this day, September 4, 2018, personally appeared before me JOHN C. HEINER, signer of the foregoing instrument, who being by me duly sworn acknowledged to me that he executed the foregoing instrument for the purposes stated therein.




 Notary Public

Attachment: Heiner Agreement 7.31.19 (Agreement with for reimbursement of improvements for property on Elm Street)

Exhibit 'A'





**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
AUGUST 13, 2019**

Department Public Works

Director Approval Scott Sensanbauger

AGENDA ITEM Review and Action of a Reimbursement Agreement for Patterson Construction, Inc. for system improvements along 860 East and 400 South.

SUMMARY RECOMMENDATION Patterson Construction, Inc. proposes a Reimbursement Agreement for system improvements along 860 East and 400 South of the recently approved 860 Place Plat A development.

BACKGROUND The City Council approved the 860 Place planned community development at the January 9, 2018 regular session meeting. Patterson Construction, Inc. has been working closely with the City's Public Works Department on a plan for the system improvement along 860 East and 400 South in compliance with the approved Master Plans.

A Reimbursement Agreement was drafted by the developer and reviewed by the City Attorney's office. The agreement outlines the parameters for the construction cost of the system improvement along 860 East and 400 South.

The total cost for the system improvements adds up to \$80,287.44

BUDGET IMPACT An amount no greater than \$80,287.44 for the system improvement along 860 East and 400 South, which will be applied as impact fee credits.

SUGGESTED MOTION Move to approve the Reimbursement Agreement for Patterson Construction, Inc.

SUPPORTING DOCUMENTS

REIMBURSEMENT AGREEMENT - Patterson (PDF)
Receipt (PDF)

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("*Agreement*") is entered into as of this 13 day of August, 2019, by and between Patterson Construction, Inc. with its principal offices located at 11038 Highland Boulevard, Highland, Utah 84003 ("*Developer*") and American Fork City, a municipal corporation and political subdivision of the State of Utah with its principal offices located at 51 East Main Street, American Fork, Utah 84003 ("*City*").

RECITALS

WHEREAS, Developer owns certain parcels of property located in American Fork, Utah County, Utah, specifically Parcel 13:059:0031 which consists of approximately 4.54 acres and is further described in Exhibit A attached hereto (the "*Property*").

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

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

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

AGREEMENT

1. **Culinary Water Line.** Developer is proposing to install culinary water lines through its project at the required minimum size as required by City codes and standards. The City seeks to have the pipe within development upsized to a 12 inch pipe to accommodate additional off-site uses. Each upsized pipe is a system improvement. The lengths of pipe, associated materials and costs are set forth, and agreed to as shown, in the attached Exhibit B.
2. **Pressurized Irrigation Line.** Developer is proposing to install pressurized irrigation lines through its project at the required minimum size as required in City codes and standards. The City seeks to have the pipe within development upsized to a 10 inch pipe to accommodate additional off-site uses. Each upsized pipe is a system improvement. The lengths of pipe, associated materials and costs are set forth, and agreed to as shown, in the attached Exhibit B.
3. **Sidewalk/Trail.** Developer is proposing to construct a sidewalk at the required minimum size as required in City codes and standards. The City seeks to have some or all of the sidewalk within the development upsized to a 10 foot sidewalk/trail to accommodate additional

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

4. Road. Developer is proposing to construct asphalt roads necessary for its development. The City seeks to have some of the asphalt roads within 860 Place Plat A constructed wider than is necessary for the development to accommodate additional off-site uses. Each upsized asphalt road is a system improvement. The construction of the road beyond that necessary for the development is reimbursable to the Developer. The additional square footage, associated materials and costs are set forth, and agreed to as shown, in the attached Exhibit B.

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

6. Time of Reimbursement. The City shall provide to Developer a single reimbursement payment within thirty days of completion of all system improvements for the Project. Completion shall mean completion of construction, inspection and acceptance by the City Council.

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

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

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

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

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

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

13. Third-Party Beneficiary Interests. Nothing contained in this Agreement is intended to benefit any person or entity other than the parties to this Agreement and/or their respective successors and assigns; and no representation or warranty is intended for the benefit of, or to

be relied upon by, any person or entity which is not a party to this Agreement and/or their respective successors and assigns.

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

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

DEVELOPER

AMERICAN FORK CITY

By: _____
Its: _____

Bradley J. Frost
Mayor, American Fork City

ATTEST:

City Recorder

Approved as to content:

City Engineer

EXHIBIT A
Parcel Legal Description

Beginning at a point located South 00°15'28" East along section 416.01 feet and West 436.15 feet from the East Quarter Corner of Section 24, Township 5 South, Range 1 East, Salt Lake Base and Meridian;

Thence South 530.18 feet; thence North 89°51'41" West 379.50 feet; thence North 00°10'03" East 130.46 feet; thence South 89°49'57" East 8.99 feet' thence along the arc of a 15.00 foot radius curve to the left a distance of 22.98 feet (central angle of 89°47'33" and a chord bearing North 46°16'16" East 20.80 feet); thence North 02°22'30" East 355.78 feet; thence along the arc of a 20.00 foot radius curve to the left a distance of 30.94 feet (central angle of 88°38'38" and a chord bearing North 41°45'49" West 27.95 feet); thence North 05°18'55" East 59.46 feet' thence South 81°47'20" East 357.19 feet to the point of beginning.

Area = 197,647 sf or 4.54 ac

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

Upsized

Description	Quantity	Unit	Unit Price	Total Cost
Culinary Water				
12" Water main	400	LF	\$ 63.00	\$ 25,200.00
12" Water valves	2	EA	\$ 1,867.54	\$ 3,735.08
12" Water fittings	1	EA	\$ 1,055.29	\$ 1,055.29
Pressurized Irrigation				
10" PI main	365	LF	\$ 31.00	\$ 11,315.00
10" PI valves	1	EA	\$ 2,141.63	\$ 2,141.63
10" PI fittings	1	EA	\$ 968.25	\$ 968.25
860 East Roadway				
3" Asphalt, 8" roadbase & 12" granular borrow	15370	SF	\$ 3.75	\$ 57,637.50
10' Trail	4670	SF	\$ 4.00	\$ 18,680.00
Relocation of power pole	1	LS	\$ 37,196.00	\$ 37,196.00
400 South Roadway				
3" Asphalt, 8" roadbase & 12" granular borrow	15078	SF	\$ 3.75	\$ 56,542.50

Standard

Description	Quantity	Unit	Unit Price	Total Cost
Culinary Water				
8" Water main	400	LF	\$ 41.00	\$ 16,400.00
8" Water valves	2	EA	\$ 1,395.09	\$ 2,790.18
8" Water fittings	1	EA	\$ 664.42	\$ 664.42
Pressurized Irrigation				
6" PI main	365	LF	\$ 23.00	\$ 8,395.00
6" PI valves	1	EA	\$ 1,305.00	\$ 1,305.00
6" PI fittings	1	EA	\$ 578.00	\$ 578.00
860 East Roadway				
3" Asphalt, 6" roadbase & 7" granular borrow	9010	SF	\$ 3.30	\$ 29,733.00
5' Sidewalk	2335	SF	\$ 4.00	\$ 9,340.00
Relocation of power pole	0	LS	\$ 37,196.00	\$ -
400 South Roadway				
3" Asphalt, 6" roadbase & 7" granular borrow	12206	SF	\$ 3.30	\$ 40,279.80

Reimbursement

Description	Quantity	Unit	Unit Price	Total Cost
Culinary Water				
12" Water main	400	LF	\$ 22.00	\$ 8,800.00
12" Water valves	2	EA	\$ 472.45	\$ 944.90
12" Water fittings	1	EA	\$ 390.87	\$ 390.87
Pressurized Irrigation				
10" PI main	365	LF	\$ 8.00	\$ 2,920.00
10" PI valves	1	EA	\$ 836.63	\$ 836.63
10" PI fittings	1	EA	\$ 390.25	\$ 390.25
860 East Roadway				
3" Asphalt, 8" roadbase & 12" granular borrow	2161	SF	\$ 3.75	\$ 8,103.75
10' Trail	2240	SF	\$ 4.00	\$ 8,960.00
Relocation of power pole	1	LS	\$ 37,196.00	\$ 37,196.00
400 South Roadway				
3" Asphalt, 8" roadbase & 12" granular borrow	11691	SF	\$ 0.45	\$ 5,260.95
3" Asphalt, 8" roadbase & 12" granular borrow	1729	SF	\$ 3.75	\$ 6,484.09

Total Reimbursement = \$80,287.44

PATTERSON CONSTRUCTION, INC.

Rocky Mountain Power
Utilities

Move power pole - 860 Place

8/7/2018

61379
37,196.00

Checking - Bank of AF


37,196.00

SF5001-1

REORDER FROM YOUR LOCAL SAFEGUARD DISTRIBUTOR, IF UNKNOWN, CALL 800-523-2422

C7NJF20010000

Y09SF008200

 Safeguard LITHO USA SFSL16S CK7S08111S

ECC8F1 SLKDK02 05/05/2017 09:29 -223-

Attachment: Receipt (Reimbursement Agreement for Patterson Construction, Inc. for Roadway Widening of 860 East)

CHECK REQUESTToday's Date: AUG 7 2018 Due Date: _____Requested by: JOSHUA S Disbursing Entity: PCIMake Check Payable to: ROCKY MTN POWERAmount: \$ 37,196.00

Explanation and Account(s) to be Charged:

MOVE POWER POLE FOR FLAGSHIP (WILL BE
REFUNDED BY THE CITY OUT OF FLAGSHIP BOND)Lot # & Location: 860 PLACEApproved By (Wayne or James, only): _____
(except for Sunset Mtn Machinery which must be approved by Scott Dunn)IF NEW VENDOR PROVIDE FOLLOWING INFORMATION:

Vendor Name: _____

Vendor Address: _____

Vendor Phone Number: _____

Vendor Contact Person: _____

Attach Signed W-9 Form

Supporting Documentation Required:

Signed Sub Contractor Agreement (If new)

Attach Copies of All Supporting Documentation, including; Invoices, Contracts, Deeds,
and any other Financial Documentation

CUSTOMER REQUESTED WORK AGREEMENT

This Customer Requested Work Agreement (this "Agreement"), dated May 15, 2018 ("Agreement Date"), is between Rocky Mountain Power, an unincorporated division of PacifiCorp ("Company"), and **PATTERSON CONSTRUCTION**, ("Customer"), for work to be performed by Company for Customer at or near **792 East 340 South, American Fork** in **Utah** County, State of Utah.

Description:

Relocate company facilities

The Customer will provide, all necessary trenching and backfilling, and will furnish and install all distribution transformer pads, conduit and duct required by Company. Company may abandon in place any underground cables installed under this Agreement that are no longer useful to Company.

Customer also agrees to:

- a) Establish final grade for routing of circuits, placement of transformer pads, vaults, junction boxes and other underground facilities as required by Company.
- b) Install and maintain property lines and survey stakes; and,
- c) Make no permanent surface improvements, except curb and gutters, before Company completes installation of its facilities.
- d) Provide legal rights-of-way to Company, at no cost to Company, using Company's standard forms.

If any change in grade, or property lines, or any surface improvements require Company to change its facilities, or causes additional cost to Company, Customer agrees to reimburse Company for such change or cost.

Third-Party Relocation Costs: This work does not include any third-party relocation costs. Customer shall be solely responsible for obtaining cost estimates from any third-parties attached to the existing facilities, and Customer shall be solely responsible for making all necessary arrangements to transfer third-party facilities to the replacement facilities, or any alternative arrangements to accommodate all such third-parties.

Payment to Company: In consideration of the work to be performed by Company, Customer agrees to pay the estimated costs of the work in advance, with the understanding that there will be no other charges or refunds for the above specified work. Customer has previously paid for design, permitting or other work in the amount of \$0.00. The total advance for this work is **\$37,196.00, with a balance due of \$37,196.00. Estimated cost is valid for 90 days from the Agreement Date.**

Requested Date of Service: 9-1-18

Any correspondence regarding this work shall be directed to the appropriate party as shown below:

Patterson Construction
Scott Dunn
11038 Highland Blvd. Ste. 100
Highland, Utah 84003
Phone (801)
Cellular ()
Fax ()

Rocky Mountain Power
Teria Walker, Estimator
70 North 200 East
American Fork, Utah
Phone (801) 756-1310
Cellular ()
Fax (801) 756-1274

This Agreement, upon execution by both Company and Customer, shall be a binding agreement for work performed by Company to accommodate Customer at the Customer's expense. The provisions of Appendix A, General Terms and Conditions, are an integral part of this Agreement.

PATTERSON CONSTRUCTION

By _____
Signature

Title _____

Print name of Signing Officer

Date

ROCKY MOUNTAIN POWER

By _____
Signature

Title Manager

Lance D. Walker
Print name of Signing Manager/Officer

Date

Appendix A GENERAL TERMS AND CONDITIONS

LIABILITY AND INDEMNIFICATION

The Customer shall indemnify, defend and hold harmless Company to this Agreement and Company's officers, directors, agents, employees, successors and assigns from any and all claims, demands, suits, losses, costs, and damages of any nature whatsoever, including attorney's fees and other costs of litigation brought or made against or incurred by Company and resulting from, arising out of, or in any way connected with any act, omission, fault or negligence of the Customer, its employees or any officer, director, or employee or agent of the same and related to the subject matter of this Agreement. The indemnity obligation shall include, but not be limited to, loss of or damage to property, bodily or personal injury to, or the death of any person. The Customer's obligation under this provision of the Agreement shall not extend to liability caused by the sole negligence of Company.

WAIVER OF JURY TRIAL

To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

WORK COMPLETION

Company agrees to use commercially reasonable efforts to begin performance of the work on the date(s) specified above. In those instances where by reason of unanticipated events or emergencies which cause power outages or threaten Company's ability to continuously provide electric service as it is required to do by law or by contract, then Company personnel assigned to perform the work may be withdrawn from the work until such time as the unanticipated event or emergency is concluded. In the event that Company personnel are removed from the work in response to such an event or emergency, then the time for completion of the work shall be extended by a period of time equal to that period from the time the personnel are removed from the work until they are available to complete the work plus 48 hours.

It is expressly agreed that Company and those persons employed by Company in connection with the work described herein are not employed by or employees of the Customer.

Company warrants that its work shall be consistent with prudent utility practices. COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND SIMILAR WARRANTIES. Company's liability for breach of warranty, defects in the Improvements, or installation of the Improvements shall be limited to repair or replacement of any non-operating or defective portion of the work. Under no circumstances shall Company be liable for economic losses, costs or damages, including but not limited to special, indirect, incidental, punitive, exemplary or consequential damages.

The Customer may, at reasonable times and by written agreement with Company, request additional work within the general scope of the work as described in this Agreement or request the omission of or variation in the work, provided, however, that the Customer and Company agree to increase or decrease the amount the Customer is to pay Company and such changes in scope are reasonably acceptable to Company. Any such change to the scope of the work and the associated adjustment of costs shall be in writing and shall be submitted when obtained as an addendum to this agreement after being signed by both parties.

GENERAL

PAYMENTS: All bills or amounts due hereunder shall be payable to Company as set forth herein or on the 25th day following the postmarked date of the invoice if not otherwise specified. In the event that all or a portion of Customer's bill is disputed by Customer, Customer shall pay the total bill and shall designate that portion disputed. If it is later determined that Customer is entitled to a refund of all or any portion of the disputed amount, Company shall refund that portion of the amount of which Customer is found to be entitled. All billing statements shall show the amount due for the work performed.

COLLECTION: Customer shall pay all costs of collection, including court costs and reasonable attorney's fees upon default of customer, in addition to interest at a rate of 1.5 percent per month on any amounts not paid within thirty (30) day of invoice.

ASSIGNMENT: Customer shall not assign this Agreement to any successor without the written consent of Company, which consent shall not be unreasonably withheld. If properly assigned, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the party making the assignment.

Company may at any time assign its rights and delegate its obligations under this Contract to any: affiliate; successor in interest; corporation; or any other business entity in conjunction with a merger, consolidation or other business reorganization to which Company is a party.



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
AUGUST 13, 2019**

Department Planning **Director Approval** Adam Olsen

AGENDA ITEM Review and action on an ordinance approving a zone map amendment from the R-1-7,500 Residential to the R-4-7,500 Residential zone located at 161 West Pacific Drive.

SUMMARY RECOMMENDATION The planning commission recommended approval of the zone map amendment from the R-1-7,500 Residential to the R-4-7,500 Residential zone located at 161 West Pacific Drive as stated in the attached minutes of the July 17, 2019 planning commission meeting.

BACKGROUND The applicant proposes a zone map amendment for a residential lot located at 161 West Pacific Drive from the R-1-7,500 Residential to the R-4-7,500 Residential zone in order to develop the parcel as a townhome project. This parcel was rezoned in 2006 but when development did not occur due to the recession the city council at that time reverted the zoning to the R-1-7,500 Residential zone. Many of the materials the applicant included show the previous city council action and historic preservation documentation for the existing pioneer era dwelling. For further analysis, please refer to the attached application, staff report and planning commission minutes.

BUDGET IMPACT No direct budgetary impact is anticipated as a result of this approval.

SUGGESTED MOTION I move to adopt the ordinance approving a zone map amendment from the R-1-7,500 Residential to the R-4-7,500 Residential zone located at 161 West Pacific Drive.

SUPPORTING DOCUMENTS

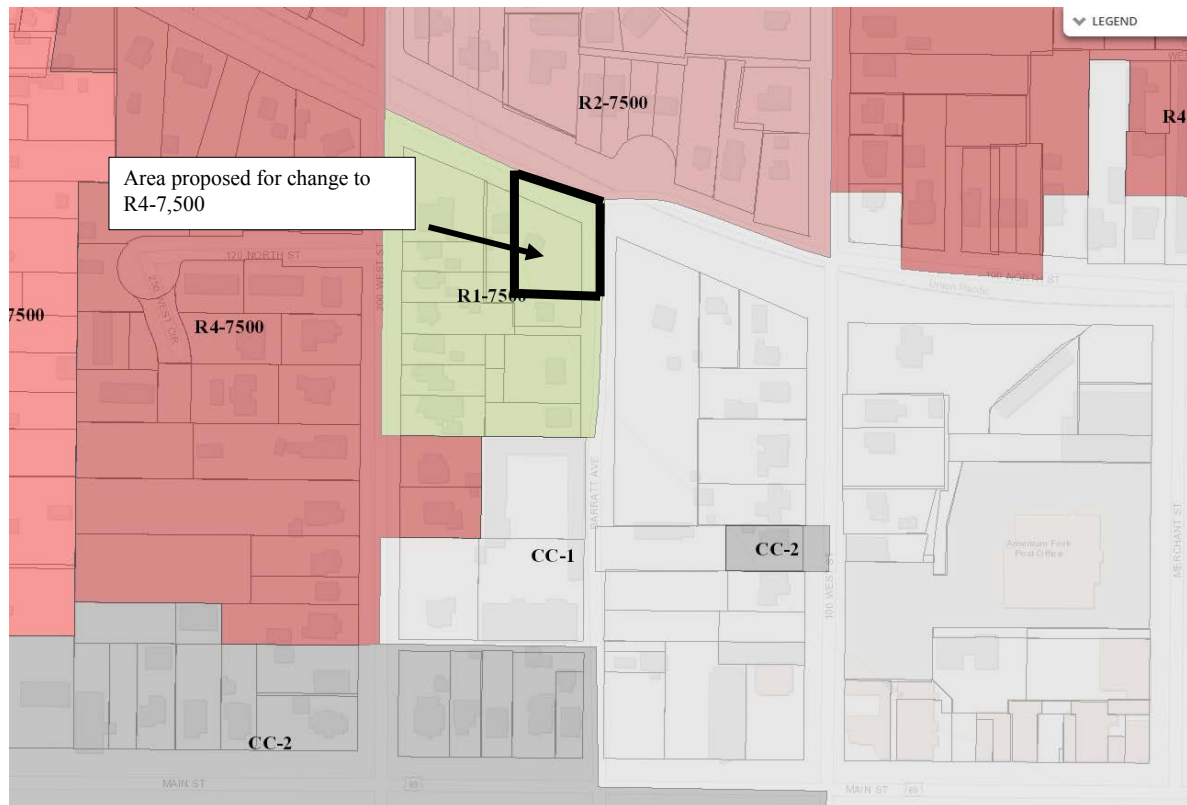
1. Ord (PDF)
2. Application (PDF)
3. Staff Report (PDF)
4. Minutes (PDF)

ORDINANCE NO.

AN ORDINANCE AMENDING THE OFFICIAL ZONE MAP OF AMERICAN FORK, UTAH. BE IT ORDAINED BY THE CITY COUNCIL OF AMERICAN FORK CITY, UTAH:

PART I

That the Official Zone Map of American Fork, Utah, is hereby amended from the R-1-7,500 Residential to the R-4-7,500 Residential zone located in the vicinity of 161 West Pacific Drive as shown on the map below.

Zone Map Amendment**PART II**

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

PART III

That this Ordinance shall be in force and effect upon its passage and first publication.

**PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF
AMERICAN FORK, UTAH, THIS 13^h DAY OF AUGUST, 2019.**

Brad Frost, Mayor

ATTEST:

Terilyn Lurker, Recorder

Attachment: 1. Ord (Collings Zoning)



AMERICAN FORK CITY – Public Works Department
 275 EAST 200 NORTH, AMERICAN FORK UT 84003
 Phone: 801-763-3060 Fax: 801-763-3005 www.afcity.org

ZONE CHANGE (blue)

Technical Review Committee Submittal Form

Project Name: MORIAN ESTATES / BACKWATER HERITAGE
 Location: 110 WEST PACIFIC DRIVE / 100 NORTH BARRAT AVE
 Reason/Description: _____
 Utah County Parcel No(s): 02-033-0029
 Property Owner Name: TIMOTHY COLLINGS
 Property Owner Signature: [Signature]
 Property Owner or Authorized Representative Contact Information: (By indicating an authorized representative, all communication from the City regarding the project will be directed to your authorized representative.)
 Name: TIMOTHY COLLINGS
 Address: 925 SOUTH 550 EAST OREM UT 84057
 Telephone: 801-830-1099 Fax: —
 Email: MORIAN PROPERTY@GMAIL.COM

Submit the following to Lisa Halversen, Public Works Dept, 275 East 200 North.

- Five paper submittals including plans (sized 11" x 17") and all reports (sized 8.5" x 11")
- Electronic submittal on **DISC**:
 - a full plan set in one (1) single pdf
 - an electronic design file AutoCAD 2009 format (N.A.D. 83 Coordinates)
 - reports (drainage, geotechnical, title) each in a separate pdf
- Fee as determined at time of Site Plan Review Fee: \$250.00

PAID \$ 250
 PLAN REVIEW DEPOSIT
6/26/19

Applications will not be accepted without ALL the required submittal materials. The City will not hold partial submittals.

Acceptance of this submittal to the Technical Review Committee (TRC) for review is not an acknowledgement by the City of a complete application. This determination will be made by the TRC in accordance with UCA 10-9a-509.5

By submitting an application, owner/authorized representative hereby authorizes American Fork City Representatives to enter the property for purposes of evaluating this application.

SUBMITTAL CHECKLIST (applicant – check the box to indicate items are included in this submittal)

<input checked="" type="checkbox"/>	Property Size (acres): <u>.36</u> Current Zone Classification: <u>R1-7500</u>
<input checked="" type="checkbox"/>	What changed or changing conditions make the proposed amendment reasonably necessary to promote the purposes of the American Fork City Development Code? (typewritten)
<input checked="" type="checkbox"/>	Does the proposed zone change conform to the Land Use Plan? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, please submit a request for General Plan Amendment with this application.

<input checked="" type="checkbox"/>	What zone classification are you proposing for the area to be considered? <u>R4 - 7500</u>
<input checked="" type="checkbox"/>	Map illustrating property to be changed.

Link to Development Code

https://www2.municode.com/library/ut/american_fork/codes/code_of_ordinances

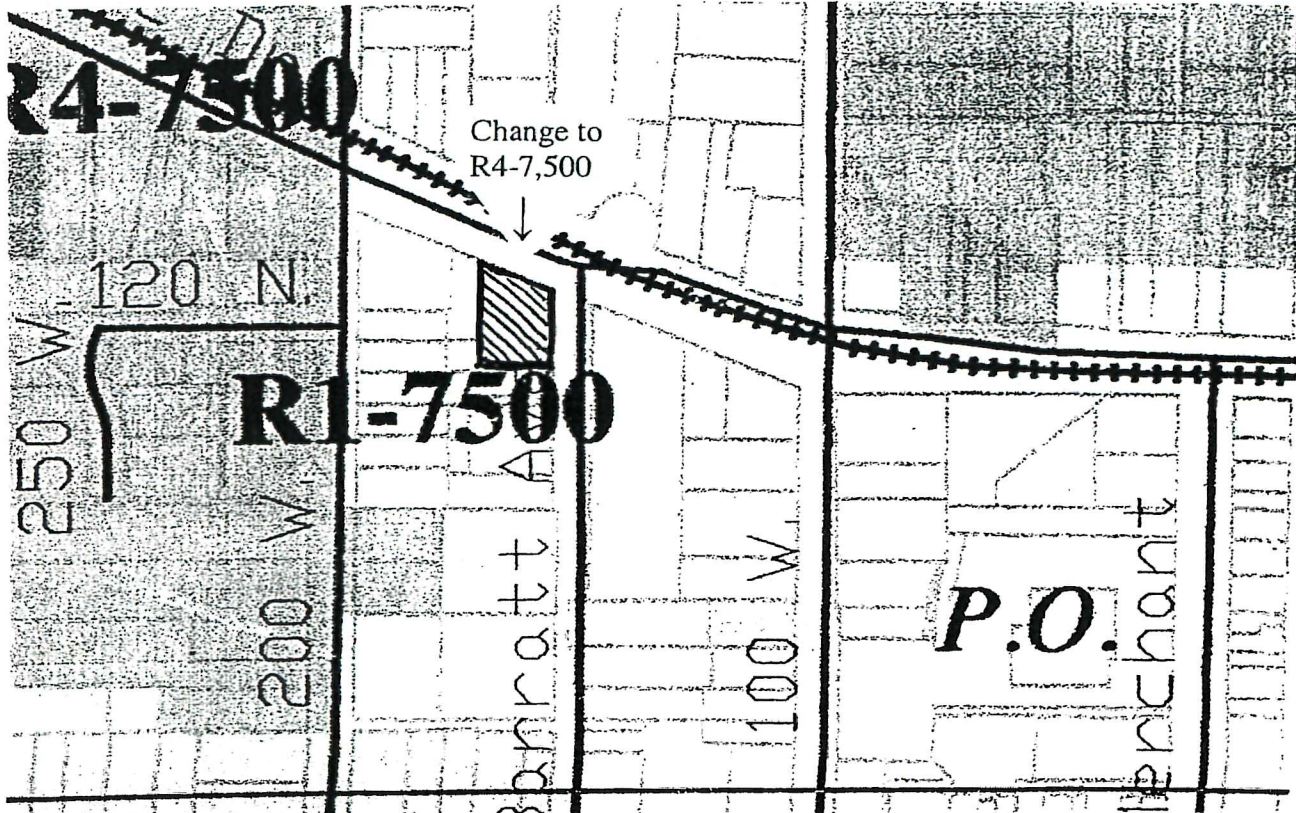
- Amendments – Chapter 17.11
- General Provisions – Sections 17.1.101 and 17.1.102

ORDINANCE NO. 06-11-59

AN ORDINANCE AMENDING THE OFFICIAL ZONE MAP OF AMERICAN FORK, UTAH.
BE IT ORDAINED BY THE CITY COUNCIL OF AMERICAN FORK CITY, UTAH:

PART I

That the Official Zone Map of American Fork, Utah, is hereby amended as shown on the map below. This territory (between Barratt Avenue & 200 West at 100 North) shall hereafter be classified in the R4-7500 Multiple Family Residential zone.



PART II

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

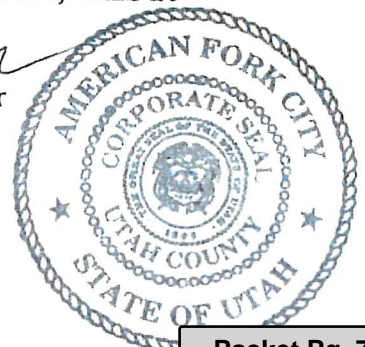
PART III

That this Ordinance shall be in force and effect upon its passage and first publication. PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF AMERICAN FORK, UTAH, THIS 28 DAY OF NOVEMBER, 2006.

ATTEST:

Richard M. Colborn, City Recorder

Heber M. Thompson, Mayor



ORDINANCE NO. 06-11-60

AN ORDINANCE APPROVING A SPECIFIC SITE PLAN FOR THE MORIAH ESTATES CONDOMINIUM PROJECT AT 100 NORTH BARRATT AVENUE, AMERICAN FORK, UTAH.

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

PART I

DEVELOPMENT APPROVED - ZONE MAP AMENDED


- A. The Specific Site Plan for the Moriah Estates Condominium Project at 100 North Barratt Avenue, as set forth in Attachment A, is hereby approved.
- B. Said Plans are hereby adopted as an amendment to the Official Zone Map and territory included in the Plans are hereby designated as Large Scale Development Overlay Zone 278.
- C. Said Plans shall hereafter constitute the zone requirements applicable within the property so described.

PART II

ENFORCEMENT, PENALTY, SEVERABILITY, EFFECTIVE DATE

- A. Hereafter, these amendments shall be construed as a part of the Zoning Ordinance of American Fork, Utah, to the same effect as if originally a part thereof, and all provisions of said Ordinance shall be applicable thereto including, but not limited to, the enforcement, violation, and penalty provision thereof.
- B. All ordinances, or resolutions, or parts thereof, in conflict with the provisions of this ordinance are hereby repealed.
- C. This ordinance shall take effect upon its passage and first publication.

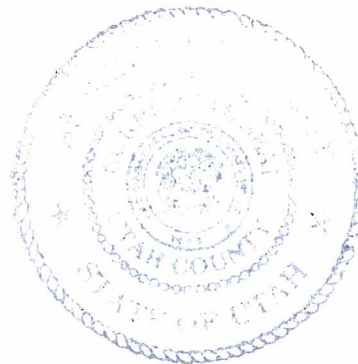
PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF AMERICAN FORK, UTAH, THIS 28 DAY OF NOVEMBER, 2006.


Heber M. Thompson, Mayor

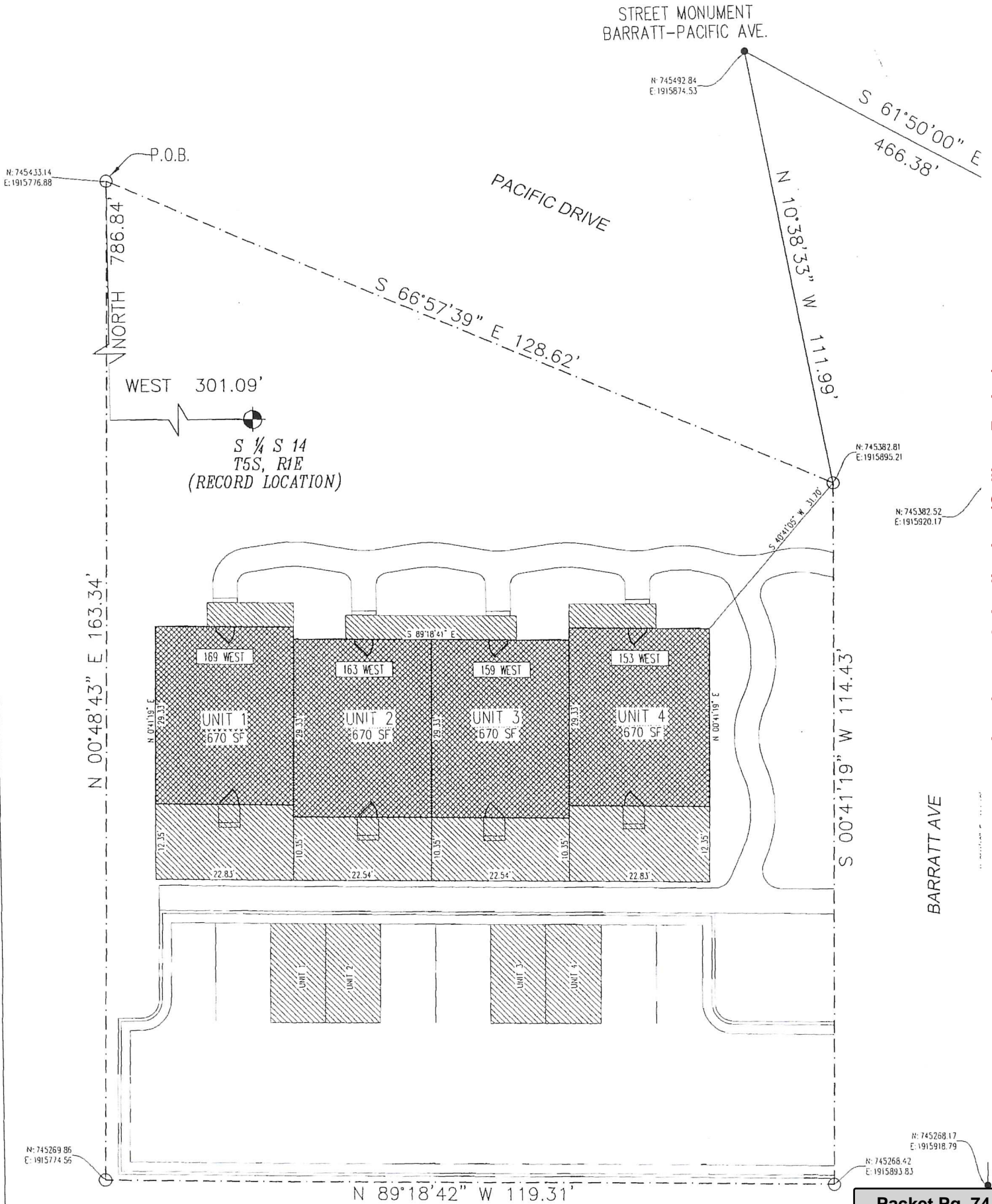
ATTEST:



Richard M. Colborn, City Recorder



NOTE:
ALL COMMON AND LIMITED

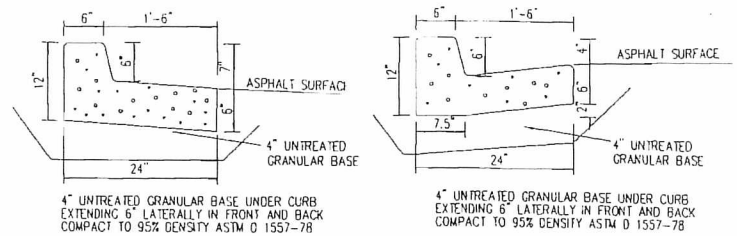
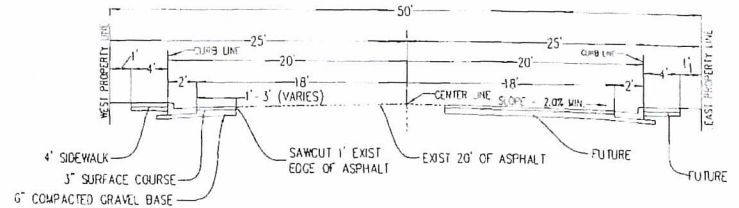
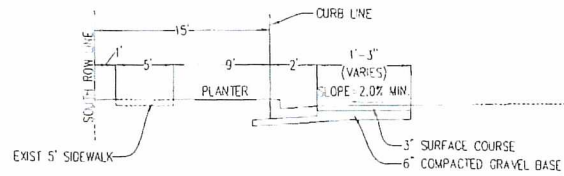
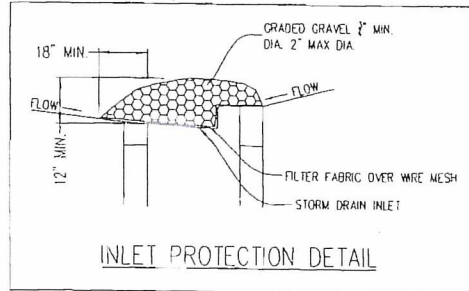


Attachment: 2. Application (Collings Zoning)

EXIST 4" WATER LINE

EROSION CONTROL MEASURES

1. INSTALL SILT FENCE AROUND PERIMETER
2. INSTALL FILTER FABRIC OVER ALL NEW CATCH BASINS OR BOXES DURING CONSTRUCTION TO PREVENT SILTING OF THE STORM DRAIN LINES. SEE INLET PROTECTION DETAIL ON THIS SHEET.
3. CONST. A 15'X50'X2' DEEP COBBLE VEHICLE TRACKING CONTROL DEVICE.
4. THE SITE IS TO WATERED AT LEAST TWICE A WEEK TO CONTROL DUST OR MORE FREQUENT AS DETERMINED BY THE CONTRACTOR

**TABULATIONS:**

TOTAL SITE AREA:	16,541 S.F. = 100%
BUILDING AREA:	2,679 S.F. = 16.2%
LANDSCAPING AREA:	8,134 S.F. = 49.2%
PARKING/ASPHALT AREA:	5,728 S.F. = 34.6%

BOUNDARY DESCRIPTION:

BEGINNING AT A POINT THAT IS EAST 20.68 FEET AND SOUTH 110.07 FEET FROM THE STREET MONUMENT OF BARRATT-PACIFIC AVE. IN THE AMERICAN FORK CITY SURVEY; THENCE SOUTH 00°41'19" WEST 114.43 FEET; THENCE NORTH 89°18'42" WEST 119.31 FEET; THENCE NORTH 00°48'43" EAST 163.34 FEET; THENCE SOUTH 66°57'39" EAST 128.62 FEET TO THE POINT OF BEGINNING.

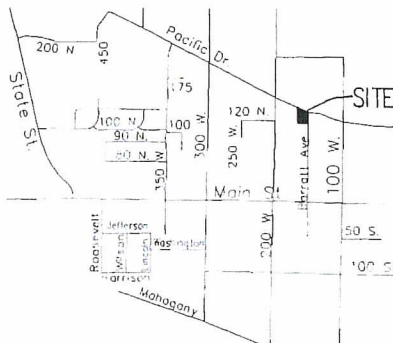
CONTAINING 0.3797 ACRES, MORE OR LESS.

GENERAL NOTES

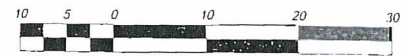
1. ZONING = R-4
2. ALL CONSTRUCTION TO CONFORM TO AMERICAN FORK CITY STANDARDS AND SPECIFICATIONS.
3. PAVEMENT SECTION = 3" ASPHALT OVER 6" COMPACTED GRAVEL BASE.
4. SURVEYING BY OAK HILLS SURVEYING

PARKING TABULATIONS:

REQUIRED:	
PRIVATE = 2 PER UNIT = 8 STALLS	
VISITOR = .25 X 4 UNITS = 1 STALLS	
PROVIDED:	
PRIVATE = 1 COVERED & 1 UNCOVERED PER UNIT = 8 STALLS	
VISITOR = 2 STALLS	

**GRADING LEGEND**

FFE	FINISHED FLOOR ELEV.
BOW	BACK OF WALK
GB	GRADE BREAK
TC	TOP OF CONCRETE
TBC	TOP BACK OF CURB
EOA	EDGE OF ASPHALT
FG	FINISHED GRADE
DRAIN	DIRECTION OF DRAINAGE
68.61	EXISTING ELEVATION
TBC 68.61	PROPOSED ELEVATION
TBC	CARRY CURB

**REVISIONS**

Rev.	Description	App'd
01/02/06	REVISED PER AF CITY COMMENTS	
01/12/06	REVISED PER AF CITY COMMENTS	

TIM COLLINGS/MARK STENBERGER

222 WEST 100 SOUTH
AMERICAN FORK, UT 84003
(801) 361-7751

EXCEL ENGINEERING, INC.

Engineer: David W. Peterson, P.E. #270393
12 West 100 North, Suite 201
American Fork, Utah 84003
Phone: (801) 756-4504, Fax: (801) 756-4511

MORIAH ESTATES CONDOMINIUMS

AMERICAN FORK

UTAH


Drawn by:
D.W.P.Designed by:
D.W.P.Checked by:
D.W.P.

SPECIFIC SITE PLAN

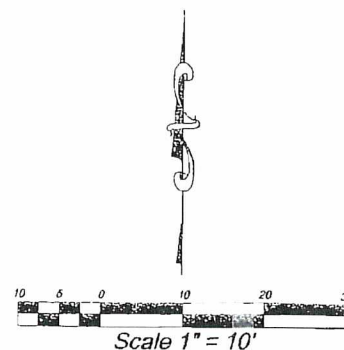
Scale:
1" = 10'

Packet Pg. 75



Plant List		Steinbrenner	9/26/06
Better Landscapes & Gardens, LLC			
			
Code	Plant Species	Common Name	Qty
A	<i>Rotinia pseudoacacia</i>	Purple Robe Locust	1
B	<i>Buxus sempervirens</i>	Boxwood	1
C	<i>Hamamelis hybrida</i>	Daylily hybrids	17
D	<i>Hedera Helix Parthenocaris q</i>	English Ivy Virginia Creeper	31
E	<i>Act. glauca</i>	Amur Maple	1
F	<i>Forsythia suspensa</i>	Forsythia	3
G	<i>Prunus distena</i>	Chatsna flowering plum	3
H	<i>Spirea japonica "little princess"</i>	Little Princess Spirea	3
I	<i>Taxus chinensis</i>	Chinese pencil yew	10
K	<i>Prunus salicocerasus "Otto Lyngens"</i>	Otto Lyngens Laurel	1
L	Annual Color	Annual Flower	1
M	<i>Spirea vanhouttei</i>	Bridal wreath	1
N	<i>Eunonymus alatus "compactus"</i>	Dwarf Burning Bush	4
O	<i>Berberis thunbergii "roseglow"</i>	Rose glow Barberry	1
Q	<i>Ligustrum vulgare</i>	Golden privet	3
P	<i>Magnolia spp.</i>	Magnolia tree	1
Q	Lamp Post		

*MIN 2% GRADE
SLOPING AWAY
FROM FOUNDATION



TIM COLLINGS/MARK STEINBRENNER

222 West 100 South
American Fork, UT 84003
(801) 381-7751

BETTER LANDSCAPES & GARDENS

424 West 700 North
American Fork, UT 84003
(801) 360-7405

MORIAH ESTATES CONDOMINIUMS

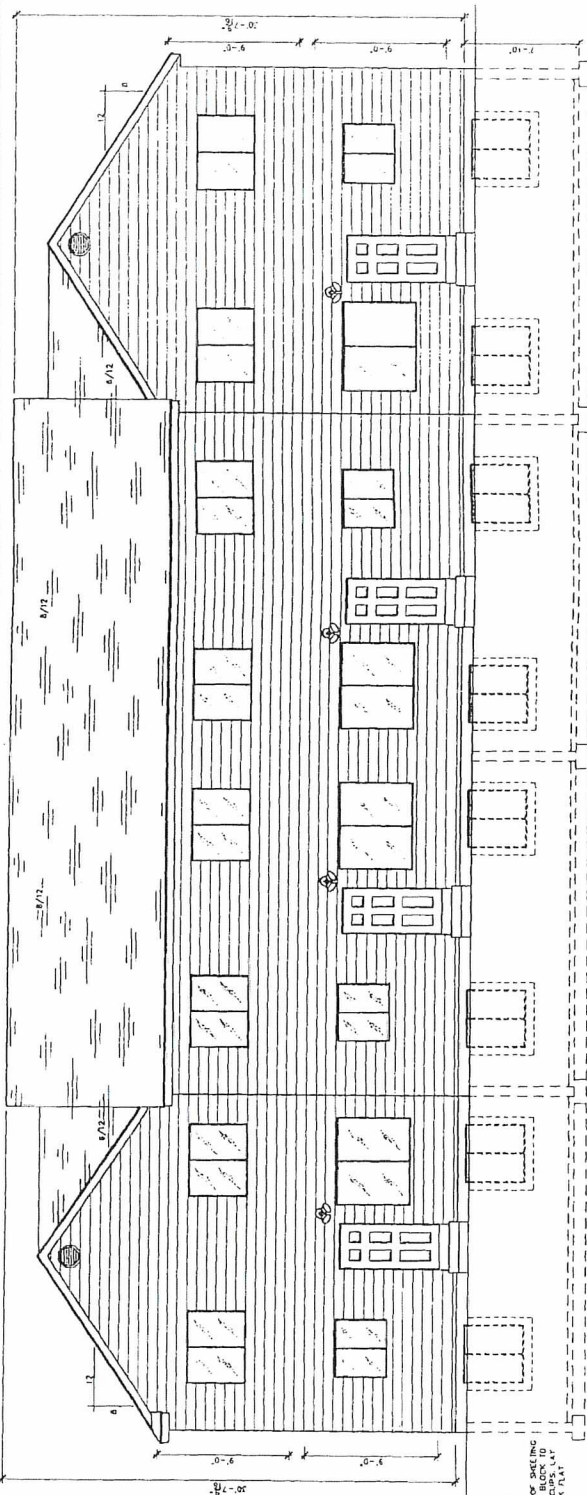
AMERICAN FORK

UTAH

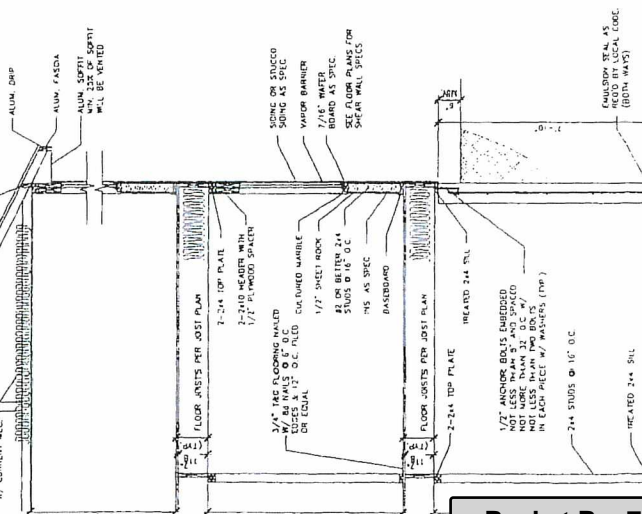
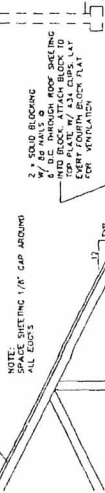
LANDSCAPE DESIGN



STEINBRENNER

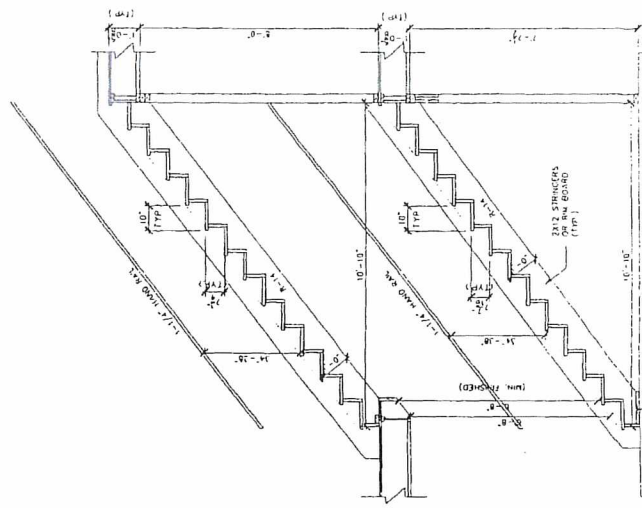


SPEC. ASPHALT SHINGLES OVER 1/2" BUILDING PAPER SECURED TO 1/4" WATER BOARD TO BE PAILED TO ROOF FRAMING. ALL FLASHINGS TO BE DONE IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS. FLASHINGS TO BE DONE IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS. FLASHINGS TO BE DONE IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.



- NOTE: ELECTRICAL**
 1. SHOCK PROTECTION TO BE MAINTAINED THROUGHOUT THE ENTIRE PROJECT.
 2. ALL INTERIORS WITH SHOCK PROTECTION TO BE MAINTAINED THROUGHOUT THE ENTIRE PROJECT.
 3. ELECTRICAL CLOTHES WARDROBES SHALL BE SUPPLIED IN INDIVIDUAL CLOSETS.
 4. SWITCHES TO BE PROVIDED WITH AT LEAST TWO 20 AMP CIRCUITS.
 5. ELECTRICAL PANEL SHALL NOT BE IN FIRE HALL OR STAIR WAY.
 6. PLASTIC ELECTRICAL BOXES IN GARAGE TO BE A MINIMUM 2 HOUR FIRE RATED.
 7. ALL BEDROOM OUTLETS SHALL BE ARC-FAULT PROTECTED.
 8. PLUS RECEPTACLES ARE REQUIRED EVERY 12 FEET IN ALL BEDROOMS & BATHS.
 9. INTERIOR COUNTER TOP PLUGS ARE REQUIRED AT 4 FEET ON CENTER (4' O.C.) ALSO LOCATED WITHIN 2' OF COUNTER TOP.
 10. SHOCK DETECTORS REQUIRED IN HALL TO BEDROOMS.
 11. GROUND MIDDLE DETECTORS ALL LEVELS AND INTERCONNECT ALL WIRING.
 12. WEATHER PROOF BUBBLES ON ALL EXTERIOR GFCI OUTLETS.

STAIR DETAIL
 STAIR CODE NOTES:
 MAX. 3/8" VARIATION BETWEEN ANY HEADS OR ANY RISERS. NO MORE THAN 1/4" TO WALL OR TO A HOOK POST.
 12" MIN. WIDTH.
 12" MIN. WIDTH UNDER STAIRS IN STORAGE UNDER STAIRS. DO NOT EXCEED 36" CAUTIONAL & ANY 4" SPHERE MAY NOT PASS THROUGH 8" MAX. RISER.
 8" MIN. RISE.
 10" MIN. RUN.
 3/8" SKEWED INSTALLED IN STORAGE UNDER STAIRS.



PLANNING COMMISSION ITEM for CITY COUNCIL ACTION

City Council Meeting Date: November 28th, 2006

5.8.b

Jana Bi

1	Item Description (Include drawings/attachments) Zone change request between Barratt Avenue and 200 West at 100 North, specifically the Collings property, from the existing R1-7500 to the R4-7500 Multiple Family Residential Zone.	
2	Applicant(s)/Sponsor Steinbrenner, Mark	Council Prime mover Cates, Jimmie
3	Purpose (End Objective) This item proposes a zone change to allow construction of a multi family dwelling.	
4	Background The City Council tabled the zone map amendment in its April 25 th , 2006 meeting and required it to come back with a site plan. This site plan is provided under agenda item 3a.	
5	Was there a hearing? Yes/No If yes, what was outcome? Yes. – The neighbors were not opposed to changing the zone of this single parcel at the public hearing before the Planning Commission.	
6	Consistency with General Plan Consistent.	
7	City Ordinance compliance Complies.	
8	Legal exposure Not applicable.	
9	Financial impact Not applicable.	
10	Planning Commission action The Planning Commission recommended approval of this item.	
11	Staff recommendation Approve.	
12	Potential motion A motion to adopt the ordinance approving the Zone Map Amendment located between Barratt Avenue and 200 West at 100 North, specifically the Collings property, from the existing R1-7500 Zone to the R4-7500 Multiple Family Residential Zone.	

Attachment: 2. Application (Collings Zoning)

all other for

PLANNING COMMISSION ITEM for CITY COUNCIL ACTION

City Council Meeting Date: November 28th, 2006

5.8.b

1	Item Description (Include drawings/attachments) Specific Site Plan for the Moriah Estates Condominium Project, consisting of 4 residential units, located in the area of 100 North Barratt Avenue	
2	Applicant(s)/Sponsor Steinbrenner, Mark	Council Prime mover Cates, Jimmie
3	Purpose (End Objective) Construction of a fourplex.	
4	Background This development proposal has received considerable scrutiny by the Planning Commission and others with regard to its compatibility with the surrounding neighborhood.	
5	Was there a hearing? Yes/No If yes, what was outcome? Yes. – Mr. Draper liked the building elevations but was concerned about the zone change.	
6	Consistency with General Plan Consistent.	
7	City Ordinance compliance Complies.	
8	Legal exposure Not applicable.	
9	Financial impact Not applicable.	
10	Planning Commission action The Planning Commission recommended approval of this item.	
11	Staff recommendation Approve.	
12	Potential motion A motion to adopt the Ordinance approving the specific Site Plan for the Moriah Estates Condominium Project, consisting of 4 residential units, located in the area of 100 North Barratt Ave with instructions to the City Recorder to withhold recording of the plat subject to: 1. Posting of a performance guarantee to ensure the timely construction of required public improvements and 2. Verification of water right conveyance.	

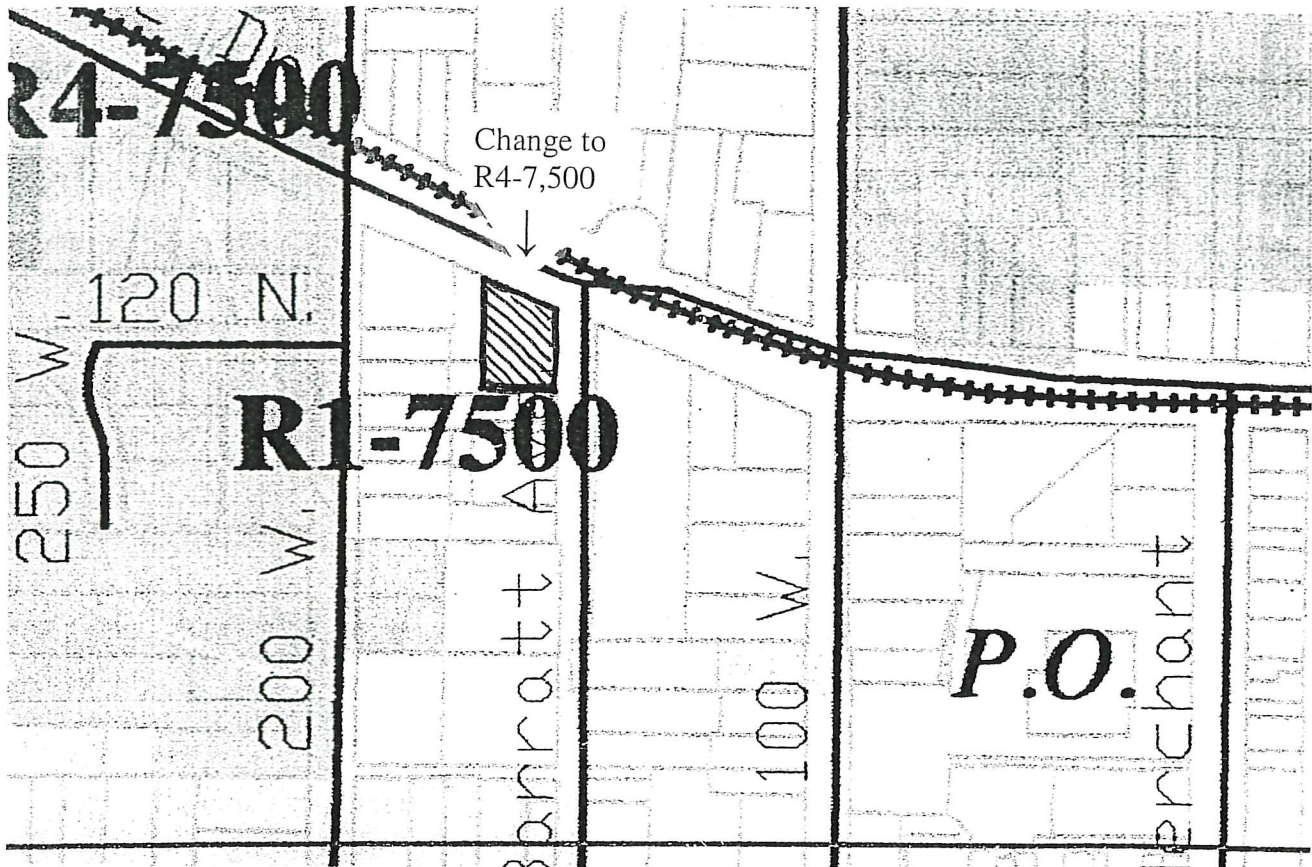
Attachment: 2. Application (Collings Zoning)

ORDINANCE NO.

AN ORDINANCE AMENDING THE OFFICIAL ZONE MAP OF AMERICAN FORK, UTAH.
BE IT ORDAINED BY THE CITY COUNCIL OF AMERICAN FORK CITY, UTAH:

PART I

That the Official Zone Map of American Fork, Utah, is hereby amended as shown on the map below. This territory (between Barratt Avenue & 200 West at 100 North) shall hereafter be classified in the R4-7500 Multiple Family Residential zone.

**PART II**

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

PART III

That this Ordinance shall be in force and effect upon its passage and first publication. PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF AMERICAN FORK, UTAH, THIS 28 DAY OF NOVEMBER, 2006.

ATTEST:

Heber M. Thompson, Mayor

Richard M. Colborn, City Recorder

Attachment: 2. Application (Collings Zoning)

ORDINANCE NO.

AN ORDINANCE APPROVING A SPECIFIC SITE PLAN FOR THE MORIAH ESTATES CONDOMINIUM PROJECT AT 100 NORTH BARRATT AVENUE, AMERICAN FORK, UTAH.

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

PART I

DEVELOPMENT APPROVED - ZONE MAP AMENDED

- A. The Specific Site Plan for the Moriah Estates Condominium Project at 100 North Barratt Avenue, as set forth in Attachment A, is hereby approved.
- B. Said Plans are hereby adopted as an amendment to the Official Zone Map and territory included in the Plans are hereby designated as Large Scale Development Overlay Zone _____.
- C. Said Plans shall hereafter constitute the zone requirements applicable within the property so described.

PART II

ENFORCEMENT, PENALTY, SEVERABILITY, EFFECTIVE DATE

- A. Hereafter, these amendments shall be construed as a part of the Zoning Ordinance of American Fork, Utah, to the same effect as if originally a part thereof, and all provisions of said Ordinance shall be applicable thereto including, but not limited to, the enforcement, violation, and penalty provision thereof.
- B. All ordinances, or resolutions, or parts thereof, in conflict with the provisions of this ordinance are hereby repealed.
- C. This ordinance shall take effect upon its passage and first publication.

PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF AMERICAN FORK, UTAH, THIS 28 DAY OF NOVEMBER, 2006.

Heber M. Thompson, Mayor

ATTEST:

Richard M. Colborn, City Recorder

Attachment: 2. Application (Collings Zoning)

APPLICATION FOR ZONE AMENDMENT

9-6-3. Zoning Ordinance to be in Accordance with City Master Plan

All amendments to the American Fork City Zoning Ordinances and maps shall be made in accordance with a comprehensive land use plan designed to accomplish the purposes of the Zoning Ordinance. In the preparation of any amending ordinance, due and careful consideration shall be given, among other things to the suitability of land for particular uses and to the character of the zone with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the city. No amendment shall be made, however, unless it can be shown that changed or changing conditions in the applicable area, make the proposed amendment reasonably necessary to the promotion of the health, safety, morals, convenience or general welfare of the public.

Name of Applicant TIM COLLINGS Date 3-6-06
 Address 1968 N HEATHER ROAD OREM, UT 84097
 Telephone Number 801-830-1099

In order to meet the requirements of the Ordinance given above, the applicant is asked to complete the following application.

1. As part of this application, the applicant is required to submit a map and description of the proposed Zone Change Area (attach map to this application.)
2. What is the present zoning of the area to be considered? _____
R1-7500
3. What is the proposed zoning change that you are asking the Planning Commission to consider?
C-4-7500

Attachment: 2. Application (Collings Zoning)

4. What changed or changing conditions in the applicable area, or in the city generally, make your proposed amendment reasonably necessary to the promotion of the health, safety, morals, convenience or general welfare of the public?

PLEASE SEE ATTACHMENTS.

5. What future land use do you propose within the area to be considered?

MULTIPLE FAMILY DWELLINGS


SIGNATURE OF APPLICANT

3-6-06
DATE

Answer to question #4 on application for zone amendment

In reference to question #4 of the application for the zone amendment I would like to first stipulate that in meeting with the surrounding neighbors of block 20 in American Fork as to my intentions of bringing forth new members into our community the response was overwhelming. In that all were extremely excited in seeing the existing unsafe and inhabitable so called (Eye-sore) structure located @ 161 N Pacific be removed and replaced with (2 or more) new homes in its place. The views also expressed to me were very positive in my proposal set forth would not only be beneficial economically in raising property values but morally that introducing new families into a neighborhood which felt that they lived in one of the greatest wards in the county. All again were extremely adamant that bringing forth a commercial zoning into this specific area was not in their best interest and ultimately opposed.

As to the health/safety of not only the surrounding residents but to the general public as well I would like to start by stating upon observation of said property the interior of existing home has a serious mold, rodent, vermin, and insect infestation an excellent breeding ground for virus/disease which could consume the surrounding area brought into the neighbors homes by either their pets and or the moving of these pests to near by homes. These current residents are not only terrible house keepers they don't seem to mind that the structural integrity of the building is being compromised by a sinking foundation that ultimately carries throughout the interior/exterior of the home all the way up to a sagging roof structure. This in fact poses a serious safety hazard. They also seem to have a problem with the general maintenance of the property. Any passer-by being child/adult walking down the broken-up and in some places missing sidewalk could have one of the many dead branches in the trees fall, causing injury. These being a few of the health/safety issues surrounding this property will all be eliminated allowing the building of the project set forth.

It is my intention however that upon approval of my proposed amendment/project that as project manager of said property to use as many local sub-contractors as possible during the process of building, in hope that by doing this I can instill as much monies back into our city as possible. This in turn may also create jobs or secure jobs that may already be in place in our good city, ultimately addressing the issue of how this project can promote convenience/general welfare to the public.

I would like to conclude by saying that I have been in the city of American Fork for 16 yrs. and I understand that this project is not 300-400 home development a Wall-Mart or Home Depot but I would like to give back something to a city that has been so good to me. This project represents so much more than just a building, to me it's the introduction of the opportunities that this city has to offer to a few new families. I hope that I have thoroughly answered this question for you and ask that you help me accomplish this project by approving the proposed amendment/project that I have presented to you.

Thank-You,

Mark L. Steinbrenner
(Project Manager of Moriah Properties)

American Fork City

51 EAST MAIN
AMERICAN FORK, UTAH 84003
(801) 763-3000

RECEIPT

62196

DATE 3-9-04RECEIVED OF Moriah Property

ADDRESS _____

CITY _____

TRANSACTION Zoning Application
Parcel #129

- ☒ GENERAL FUND
☐ SEWER & WATER FUND
☐ CEMETERY PERPETUAL CARE FUND
☐ OTHER _____

HOW PAID CASH ☐ CHECK ☒ VISA ☐

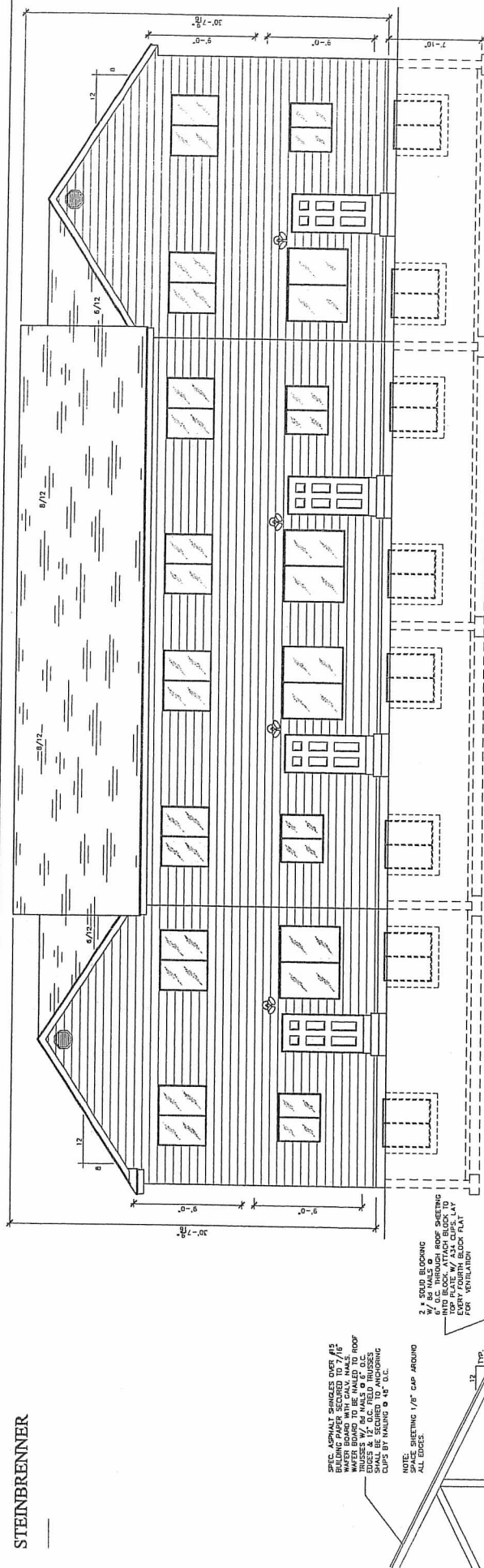
REC'D BY SG AMOUNT PAID \$ 250-

WHITE - CUSTOMER YELLOW - ALPHA PINK - NUMERIC

Attachment: 2. Application (Collings Zoning)



STEINBRENNER



SEE SPACING STUDS OVER #10 BRIDGING SPACER OVER #10 WAFER BOARD WITH GYPSUM BOARD ROOF TRUSSES W/ 16 NAILS @ 6" O.C. STUDS @ 16" O.C. FIELD ROUSERS SHALL BE SECURED TO STUDS BY NAILING @ 16" O.C.

NOTE: SPACE SHEETING 1/2" GAP AROUND ALL EDGES.

2" SOLID BEDDING

6" O.C. THROUGH ROOF SHEETING TO TOP PLATE W/ 16 NAILS @ 6" O.C. FOR VENTILATION

1/2" ALUM. FASCE

1/2" ALUM. SOFFIT

MIN. 25% OF SOFFIT WILL BE VENTED

1/2" ALUM. FASCE

1/2" ALUM. SOFFIT

MIN. 25% OF SOFFIT WILL BE VENTED

1/2" ALUM. FASCE

1/2" ALUM. SOFFIT

MIN. 25% OF SOFFIT WILL BE VENTED

1/2" ALUM. FASCE

1/2" ALUM. SOFFIT

MIN. 25% OF SOFFIT WILL BE VENTED

1/2" ALUM. FASCE

1/2" ALUM. SOFFIT

MIN. 25% OF SOFFIT WILL BE VENTED

1/2" ALUM. FASCE

1/2" ALUM. SOFFIT

MIN. 25% OF SOFFIT WILL BE VENTED

1/2" ALUM. FASCE

1/2" ALUM. SOFFIT

MIN. 25% OF SOFFIT WILL BE VENTED

1/2" ALUM. FASCE

1/2" ALUM. SOFFIT

MIN. 25% OF SOFFIT WILL BE VENTED

1/2" ALUM. FASCE

1/2" ALUM. SOFFIT

MIN. 25% OF SOFFIT WILL BE VENTED

1/2" ALUM. FASCE

1/2" ALUM. SOFFIT

MIN. 25% OF SOFFIT WILL BE VENTED

1/2" ALUM. FASCE

1/2" ALUM. SOFFIT

MIN. 25% OF SOFFIT WILL BE VENTED

1/2" ALUM. FASCE

1/2" ALUM. SOFFIT

MIN. 25% OF SOFFIT WILL BE VENTED

1/2" ALUM. FASCE

1/2" ALUM. SOFFIT

MIN. 25% OF SOFFIT WILL BE VENTED

1/2" ALUM. FASCE

1/2" ALUM. SOFFIT

MIN. 25% OF SOFFIT WILL BE VENTED

1/2" ALUM. FASCE

1/2" ALUM. SOFFIT

MIN. 25% OF SOFFIT WILL BE VENTED

1/2" ALUM. FASCE

1/2" ALUM. SOFFIT

MIN. 25% OF SOFFIT WILL BE VENTED

1/2" ALUM. FASCE

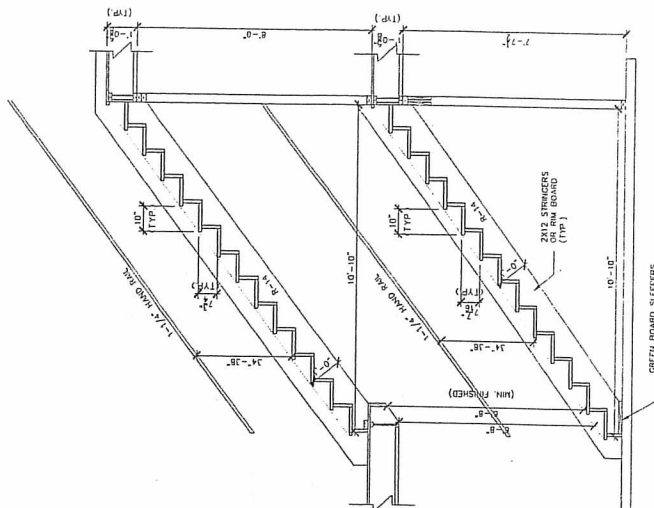
1/2" ALUM. SOFFIT

NOTE: ELECTRICAL

1. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE LOCAL ELECTRICAL CODE.
2. ALL BEDROOMS WITH BUNK BEDS SHALL BE SUPPLIED WITH AN INDIVIDUAL CIRCUIT.
3. ELECTRICAL CIRCLES IN BEDROOMS SHALL BE SUPPLIED WITH AN INDIVIDUAL CIRCUIT.
4. KITCHEN TO BE PROVIDED WITH AT LEAST TWO, 20 AMP CIRCUIT.
5. ELECTRICAL PANELS SHALL NOT BE IN FIRE WALL OR STAIR WAY.
6. PLASTIC ELECTRICAL BOXES IN GARAGE TO BE A MINIMUM 2 HOUR FIRE RATED.
7. ALL BEDROOM OUTLETS SHALL BE ARC-FAULT PROTECTED.
8. PLUG RECEPTACLES ARE REQUIRED EVERY 12 FEET MAXIMUM SPACING & ALSO LOCATED WITHIN 6' OF ALL WALL ENDS OF DOORS.
9. KITCHEN COUNTER TOP PLUGS ARE REQUIRED AT 12" MAXIMUM SPACING & ALSO LOCATED WITHIN 6' OF ALL WALL ENDS OF DOORS.
10. SMOKE DETECTORS REQUIRED IN HALL TO BEDROOMS.
11. CARRIER MONITORING DETECTORS ALL LEVELS AND INTERCONNECT ALL WIRING.
12. EXTERIOR GFCI OUTLETS.

STAIR DETAIL

SIZE CODE NOTES:
1. ALL STAIRS SHALL BE INSTALLED IN ACCORDANCE WITH THE INTERNATIONAL BUILDING CODE (IBC) AND THE LOCAL BUILDING CODE.
2. RETURN HANDRAIL ENDS TO WALL OR STAIR POST.
3. 3/4" MIN. WIDTH.
4. 1/2" MIN. WIDTH.
5. PROVIDE 3/4" MIN. WIDTH.
6. 4" MIN. WIDTH.
7. 4" MIN. WIDTH.
8. 4" MIN. WIDTH.
9. 4" MIN. WIDTH.
10. 4" MIN. WIDTH.
11. 4" MIN. WIDTH.
12. 4" MIN. WIDTH.



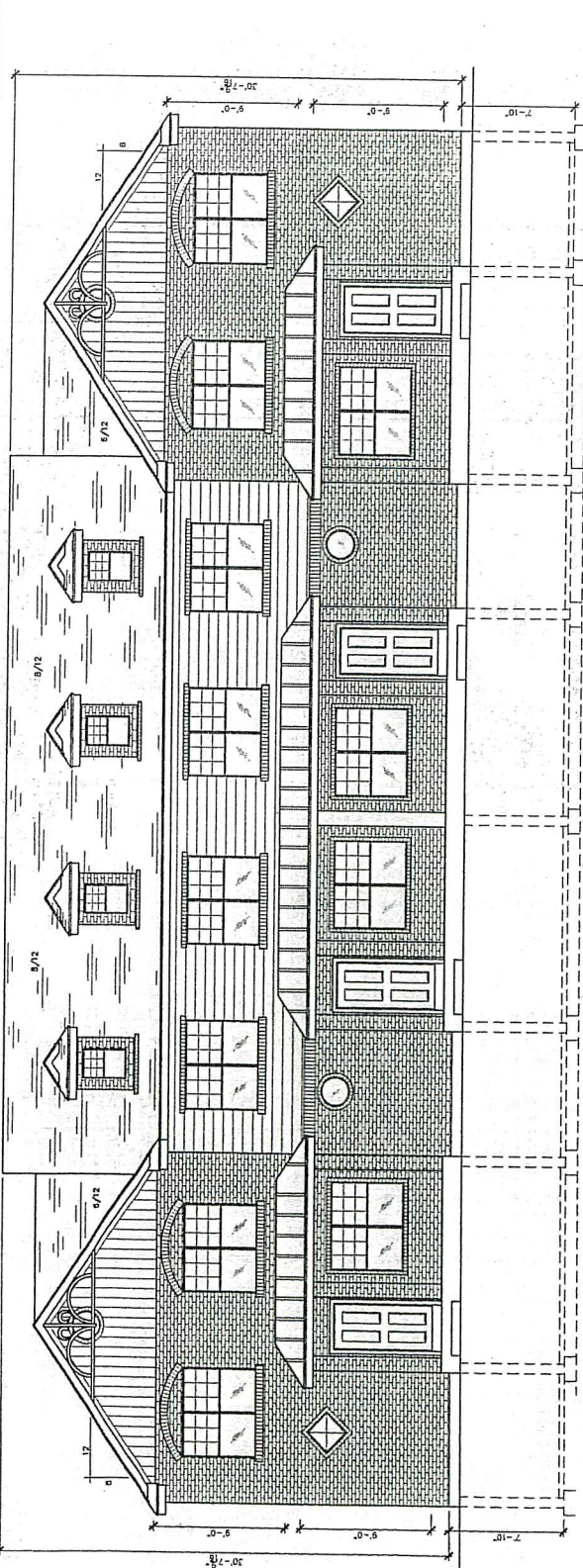
ELEVATIONS

STEINBRENNER

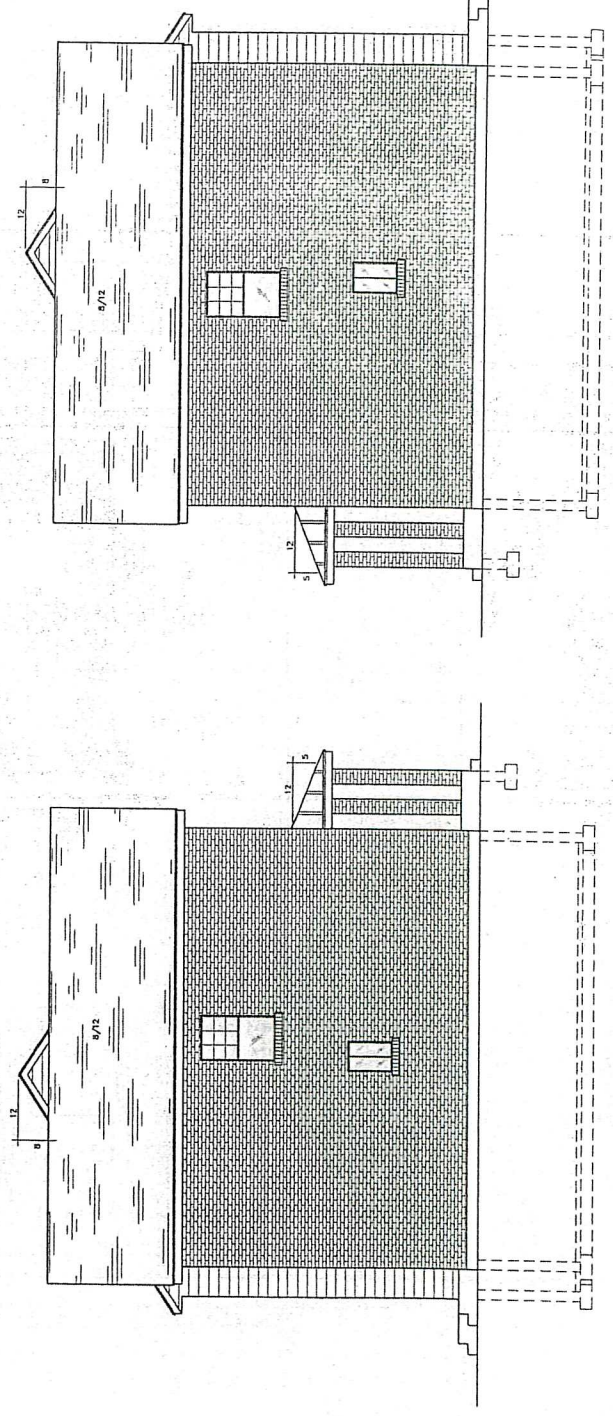
JOHN DESIGN
5.30 SQ. FT.
CELL 787-9004
JL

DATE: 6-07-08
LOT: 10
BLK: STEINBRENNER

STEINBRENNER



ELEVATIONS



- NOTE:
1. 3/4" MIN. C/P W/ 1/4" MIN. SLOPE PER FT.
 2. STEP FLASHING (SHIMMED) AS REQ'D.
 3. FLASHING BETWEEN SHUCCO & WEIR
 4. SHUCCO PER ISO
 5. ROOF RICH 5/12 MIN. UNCL.
 6. ROOF RICH 5/12 MIN. UNCL.
 7. 1/2" MIN. SLOPE PER SHINGLE
 8. 1/2" MIN. SLOPE PER SHINGLE
 9. 1/2" MIN. SLOPE PER SHINGLE
 10. 1/2" MIN. SLOPE PER SHINGLE
 11. 1/2" MIN. SLOPE PER SHINGLE
 12. 1/2" MIN. SLOPE PER SHINGLE
 13. 1/2" MIN. SLOPE PER SHINGLE
 14. 1/2" MIN. SLOPE PER SHINGLE
 15. 1/2" MIN. SLOPE PER SHINGLE
 16. 1/2" MIN. SLOPE PER SHINGLE
 17. 1/2" MIN. SLOPE PER SHINGLE
 18. 1/2" MIN. SLOPE PER SHINGLE
 19. 1/2" MIN. SLOPE PER SHINGLE
 20. 1/2" MIN. SLOPE PER SHINGLE
 21. 1/2" MIN. SLOPE PER SHINGLE
 22. 1/2" MIN. SLOPE PER SHINGLE
 23. 1/2" MIN. SLOPE PER SHINGLE
 24. 1/2" MIN. SLOPE PER SHINGLE
 25. 1/2" MIN. SLOPE PER SHINGLE
 26. 1/2" MIN. SLOPE PER SHINGLE
 27. 1/2" MIN. SLOPE PER SHINGLE
 28. 1/2" MIN. SLOPE PER SHINGLE
 29. 1/2" MIN. SLOPE PER SHINGLE
 30. 1/2" MIN. SLOPE PER SHINGLE
 31. 1/2" MIN. SLOPE PER SHINGLE
 32. 1/2" MIN. SLOPE PER SHINGLE
 33. 1/2" MIN. SLOPE PER SHINGLE
 34. 1/2" MIN. SLOPE PER SHINGLE
 35. 1/2" MIN. SLOPE PER SHINGLE
 36. 1/2" MIN. SLOPE PER SHINGLE
 37. 1/2" MIN. SLOPE PER SHINGLE
 38. 1/2" MIN. SLOPE PER SHINGLE
 39. 1/2" MIN. SLOPE PER SHINGLE
 40. 1/2" MIN. SLOPE PER SHINGLE
 41. 1/2" MIN. SLOPE PER SHINGLE
 42. 1/2" MIN. SLOPE PER SHINGLE
 43. 1/2" MIN. SLOPE PER SHINGLE
 44. 1/2" MIN. SLOPE PER SHINGLE
 45. 1/2" MIN. SLOPE PER SHINGLE
 46. 1/2" MIN. SLOPE PER SHINGLE
 47. 1/2" MIN. SLOPE PER SHINGLE
 48. 1/2" MIN. SLOPE PER SHINGLE
 49. 1/2" MIN. SLOPE PER SHINGLE
 50. 1/2" MIN. SLOPE PER SHINGLE
 51. 1/2" MIN. SLOPE PER SHINGLE
 52. 1/2" MIN. SLOPE PER SHINGLE
 53. 1/2" MIN. SLOPE PER SHINGLE
 54. 1/2" MIN. SLOPE PER SHINGLE
 55. 1/2" MIN. SLOPE PER SHINGLE
 56. 1/2" MIN. SLOPE PER SHINGLE
 57. 1/2" MIN. SLOPE PER SHINGLE
 58. 1/2" MIN. SLOPE PER SHINGLE
 59. 1/2" MIN. SLOPE PER SHINGLE
 60. 1/2" MIN. SLOPE PER SHINGLE
 61. 1/2" MIN. SLOPE PER SHINGLE
 62. 1/2" MIN. SLOPE PER SHINGLE
 63. 1/2" MIN. SLOPE PER SHINGLE
 64. 1/2" MIN. SLOPE PER SHINGLE
 65. 1/2" MIN. SLOPE PER SHINGLE
 66. 1/2" MIN. SLOPE PER SHINGLE
 67. 1/2" MIN. SLOPE PER SHINGLE
 68. 1/2" MIN. SLOPE PER SHINGLE
 69. 1/2" MIN. SLOPE PER SHINGLE
 70. 1/2" MIN. SLOPE PER SHINGLE
 71. 1/2" MIN. SLOPE PER SHINGLE
 72. 1/2" MIN. SLOPE PER SHINGLE
 73. 1/2" MIN. SLOPE PER SHINGLE
 74. 1/2" MIN. SLOPE PER SHINGLE
 75. 1/2" MIN. SLOPE PER SHINGLE
 76. 1/2" MIN. SLOPE PER SHINGLE
 77. 1/2" MIN. SLOPE PER SHINGLE
 78. 1/2" MIN. SLOPE PER SHINGLE
 79. 1/2" MIN. SLOPE PER SHINGLE
 80. 1/2" MIN. SLOPE PER SHINGLE
 81. 1/2" MIN. SLOPE PER SHINGLE
 82. 1/2" MIN. SLOPE PER SHINGLE
 83. 1/2" MIN. SLOPE PER SHINGLE
 84. 1/2" MIN. SLOPE PER SHINGLE
 85. 1/2" MIN. SLOPE PER SHINGLE
 86. 1/2" MIN. SLOPE PER SHINGLE
 87. 1/2" MIN. SLOPE PER SHINGLE
 88. 1/2" MIN. SLOPE PER SHINGLE
 89. 1/2" MIN. SLOPE PER SHINGLE
 90. 1/2" MIN. SLOPE PER SHINGLE
 91. 1/2" MIN. SLOPE PER SHINGLE
 92. 1/2" MIN. SLOPE PER SHINGLE
 93. 1/2" MIN. SLOPE PER SHINGLE
 94. 1/2" MIN. SLOPE PER SHINGLE
 95. 1/2" MIN. SLOPE PER SHINGLE
 96. 1/2" MIN. SLOPE PER SHINGLE
 97. 1/2" MIN. SLOPE PER SHINGLE
 98. 1/2" MIN. SLOPE PER SHINGLE
 99. 1/2" MIN. SLOPE PER SHINGLE
 100. 1/2" MIN. SLOPE PER SHINGLE

SURVEYOR'S CERTIFICATE

I, FRANCIS D. ECKBUSH, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 317443 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH, I FURTHER CERTIFY THAT AT THE REQUEST OF THE OWNER OF THE BELOW DESCRIBED LAND, I PERFORMED A SURVEY OF SAID LAND, THAT THE DESCRIPTION BELOW CORRECTLY DESCRIBES THE LAND SURFACE UPON WHICH WILL BE CONSTRUCTED MORIAH ESTATES CONDOMINIUMS, A CONDOMINIUM PROJECT, AND THAT THE RECORD OF SURVEY MAP FOR SAID CONDOMINIUM PROJECT IS ACCURATE AND COMPLES WITH THE PROVISIONS OF SECTION 57-8-13(1) OF THE UTAH CONDOMINIUM OWNERSHIP ACT. I FURTHER CERTIFY THAT THE REFERENCE MARKERS SHOWN ON THIS PLAT ARE LOCATED AS SHOWN AND ARE SUFFICIENT TO READILY RETRACE OR REESTABLISH THIS SURVEY.

DATE _____ (SEE SEAL BELOW)

BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH IS ON THE SOUTH SIDE OF PACIFIC AVENUE AT A POINT WHICH IS NORTH 786.84 FEET AND WEST 301.09 FEET FROM THE SOUTH 1/4 SECTION CORNER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 1 EAST OF THE SLB&M, AND WHICH POINT IS HISTORICALLY 0.81 CHAINS S67°05'E FROM THE NORTHWEST CORNER OF LOT 5, BLOCK 20 PLAT "A" AMERICAN FORK CITY SURVEY OF BUILDING LOTS, THENCE ALONG PACIFIC AVENUE S66°57'39"E 128.62 FEET TO THE WEST SIDE OF BARRATT AVE., THENCE ALONG BARRATT AVE. S0°41'19"W 114.43 FEET, THENCE N89°18'42"W 119.31 FEET TO A CORNER OF FENCES EXTENDING E, S AND W, THENCE N0°48'43"E 163.34 FEET MOSTLY ALONG A CHAIN LINK FENCE TO THE POINT OF BEGINNING.

CONTAINING 0.3797 ACRES, MORE OR LESS.

BASIS FOR BEARING IS GRID NORTH, UTAH STATE PLANE COORDINATE SYSTEM CENTRAL ZONE.

OWNER'S CERTIFICATE AND DEDICATION

THE UNDERSIGNED OWNER OF THE ABOVE DESCRIBED LAND HEREBY CERTIFIES THAT: OWNER HAS CAUSED A SURVEY TO BE MADE OF SAID LAND AND THIS CONDOMINIUM PLAT ("MAP") AND A DECLARATION OF CONDOMINIUM ("DECLARATION") TO BE PREPARED FOR MORIAH ESTATES CONDOMINIUMS, A CONDOMINIUM PROJECT (THE "PROJECT"); OWNER CONSENTS TO THE CONCURRENT RECORDATION OF THE MAP AND A FIRST SUPPLEMENTAL DECLARATION AND THEREBY SUBMITS THE DESCRIBED LAND TO THE PROVISIONS OF THE UTAH CONDOMINIUM OWNERSHIP ACT, AND OWNER HEREBY DEDICATES ANY PUBLIC STREETS REFLECTED ON THE MAP FOR THE USE BY THE GENERAL PUBLIC AND DECLARES ALL OTHER DRIVEWAYS OR PRIVATE STREETS REFLECTED ON THE MAP TO BE PRIVATE AND INTENDED FOR USE ONLY BY OWNERS OF THE CONDOMINIUM UNITS WITHIN THE PROJECT, THEIR GUESTS AND INVITEES, AS REFLECTED IN THE PROVISIONS OF THE DECLARATION.

UTILITY DEDICATION

THE UNDERSIGNED OWNER OF THE PROPERTY SET FORTH AND DESCRIBED IN THIS PLAT, HEREBY OFFERS AND CONVEYS TO AMERICAN FORK CITY, ALL PUBLIC UTILITY AGENCIES, THEIR SUCCESSORS AND ASSIGNS, A PERMANENT EASEMENT AND RIGHT-OF-WAY OVER, UNDER, ACROSS, AND THROUGH THOSE AREAS DESIGNATED ON THIS PLAT AS "COMMON AND LIMITED COMMON AREAS (INCLUDING PRIVATE DRIVEWAYS, STREETS, OR LANES)" AND UTILITY EASEMENTS FOR THE CONSTRUCTION AND MAINTENANCE OF SUBTERRANEAN ELECTRICAL, TELEPHONE, NATURAL GAS, CABLE, CULINARY WATER, AND FIBER RELATED SERVICE LINES AND APPURTENANCES, TOGETHER WITH THE RIGHT OF ACCESS THERETO, WHICH WOULD REQUIRE THAT NO SURFACE CONSTRUCTION BE ALLOWED WHICH WOULD INTERFERE WITH NORMAL UTILITY USE. IT IS UNDERSTOOD THAT IF IT BECOMES NECESSARY TO RELOCATE SAID UTILITIES AT THE INSTANCE OR REQUEST OF ANY PUBLIC ENTITY OR THE OWNER, THE COSTS AND EXPENSES INCURRED THEREBY WILL BE BORNE BY THE OWNER OR THE ENTITY REQUIRING OR REQUESTING THE SAME.

RESERVATION OF COMMON AREA

THE UNDERSIGNED OWNER, IN RECORDING THIS CONDOMINIUM PLAT, HAS DESIGNATED CERTAIN AREAS OF LAND AS PRIVATE DRIVEWAYS, STREETS OR OTHER COMMON AREAS INTENDED FOR USE BY OWNERS OF THE CONDOMINIUM UNITS WITHIN THE PROJECT WHICH ARE HEREBY RESERVED FOR THEIR COMMON USE AND ENJOYMENT AS MORE FULLY SET FORTH AND PROVIDED IN THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM APPLICABLE TO THE PROJECT.

DATED THIS _____ DAY OF _____, 20____

AUTHORIZED SIGNATURE _____

DATED THIS _____ DAY OF _____, 20____

AUTHORIZED SIGNATURE _____

ACKNOWLEDGMENT

STATE OF UTAH S.S.
COUNTY OF UTAH S.S.
ON THE _____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME THE SIGNERS OF THE FOREGOING OWNER'S CERTIFICATE AND DEDICATION, UTILITY DEDICATION, AND RESERVATION OF COMMON AREA, WHO DULY ACKNOWLEDGE TO ME THAT THEY DID EXECUTE THE SAME IN THE REPRESENTATIVE CAPACITY INDICATED. MY COMMISSION EXPIRES _____

NOTARY PUBLIC (See Seal Below)

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF AMERICAN FORK CITY, COUNTY OF UTAH, STATE OF UTAH, APPROVES MORIAH ESTATES CONDOMINIUMS, A CONDOMINIUM PROJECT, IN ACCORDANCE WITH THE UTAH CONDOMINIUM OWNERSHIP ACT, AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR THE PUBLIC PURPOSE OF THE PERPETUAL USE OF THE PUBLIC. THIS _____ DAY OF _____, 20____

APPROVED BY MAYOR _____

APPROVED _____
ENGINEER (See Seal Below)

ATTEST _____
CLERK-RECORDER (See Seal Below)

PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____, 20____, BY THE AMERICAN FORK CITY PLANNING COMMISSION.

DIRECTOR - SECRETARY _____ CHAIRPERSON, PLANNING COMMISSION.

PLAT "A"

MORIAH ESTATES CONDOMINIUMS

A CONDOMINIUM PROJECT

AMERICAN FORK CITY, _____ UTAH COUNTY, UTAH

SCALE: 1" = 10 FEET

Surveyor's Seal Notary Public Seal City Engineer's Seal Clerk-Recorder Seal

NOTE:
ALL COMMON AND LIMITED COMMON AREA IS A PUBLIC UTILITY EASEMENT.

STREET MONUMENT
BARRATT-PACIFIC AVE.

N: 745492.84
E: 1915874.53

N: 745436.72
E: 1915979.40

N: 745382.81
E: 1915995.21

N: 745382.52
E: 1915920.17

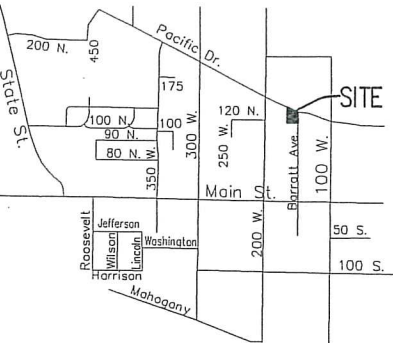
BARRATT AVE

N: 745268.17
E: 1915918.79

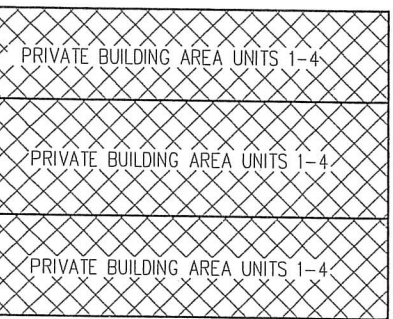
N: 745268.42
E: 1915893.83

N: 745433.14
E: 1915776.88

N: 745269.86
E: 1915774.56

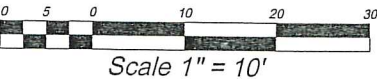


VICINITY SKETCH



LEGEND

- COMMON AREAS & FACILITIES
- BUILDING/PRIVATE AREA
- LIMITED COMMON AREA
- STATE PLANE COORDINATE
- BUILDING ADDRESS
- SURVEY MONUMENT



Scale 1" = 10'

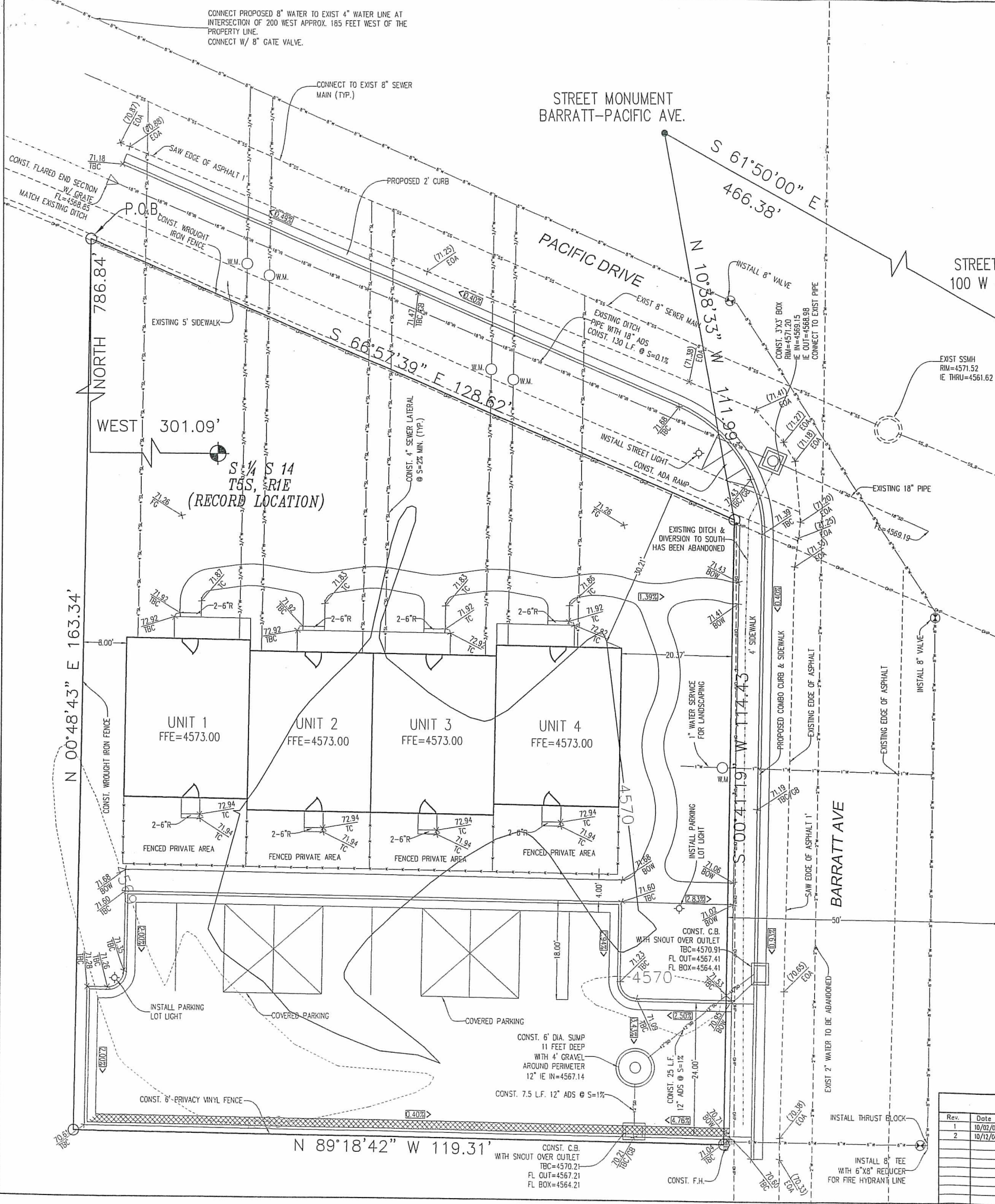
EASEMENT APPROVAL

CULINARY WATER AUTHORITY _____

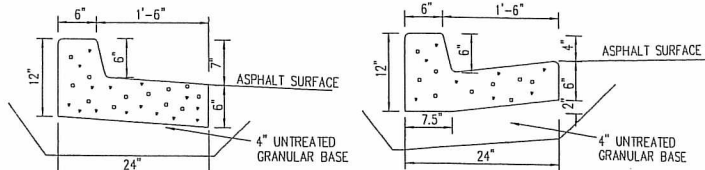
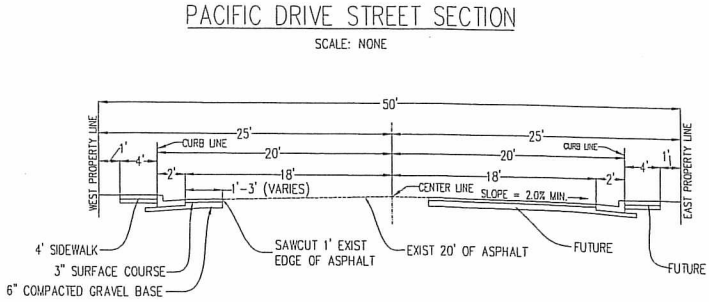
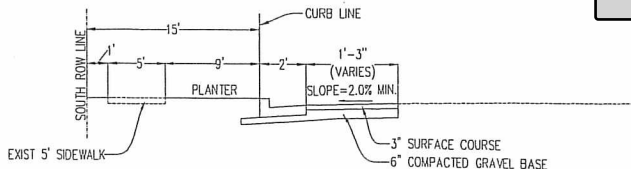
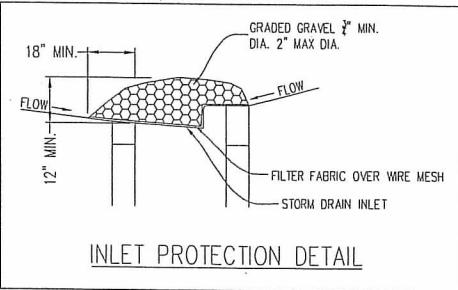
DATE _____

SEWER AUTHORITY _____

DATE _____



- EROSION CONTROL MEASURES**
1. INSTALL SILT FENCE AROUND PERIMETER
 2. INSTALL FILTER FABRIC OVER ALL NEW CATCH BASINS OR BOXES DURING CONSTRUCTION TO PREVENT SILTING OF THE STORM DRAIN LINES. SEE INLET PROTECTION DETAIL ON THIS SHEET.
 3. CONST. A 15'X50'X2' DEEP COBBLE VEHICLE TRACKING CONTROL DEVICE.
 4. THE SITE IS TO WATERED AT LEAST TWICE A WEEK TO CONTROL DUST OR MORE FREQUENT AS DETERMINED BY THE CONTRACTOR



TABULATIONS:

TOTAL SITE AREA:	16,541 S.F. = 100%
BUILDING AREA:	2,679 S.F. = 16.2%
LANDSCAPING AREA:	8,134 S.F. = 49.2%
PARKING/ASPHALT AREA:	5,728 S.F. = 34.6%

BOUNDARY DESCRIPTION:

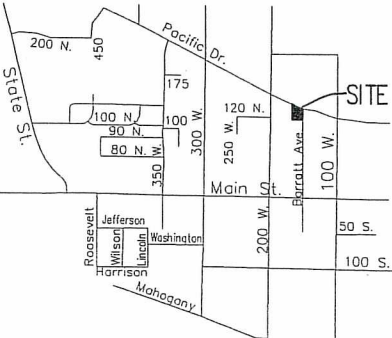
BEGINNING AT A POINT THAT IS EAST 20.68 FEET AND SOUTH 110.07 FEET FROM THE STREET MONUMENT OF BARRATT-PACIFIC AVE. IN THE AMERICAN FORK CITY SURVEY; THENCE SOUTH 00°41'19\"/>

- GENERAL NOTES**
1. ZONING = R-4
 2. ALL CONSTRUCTION TO CONFORM TO AMERICAN FORK CITY STANDARDS AND SPECIFICATIONS.
 3. PAYEMENT SECTION = 3\"/>
 4. SURVEYING BY OAK HILLS SURVEYING

PARKING TABULATIONS:

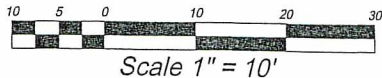
REQUIRED:
PRIVATE = 2 PER UNIT = 8 STALLS
VISITOR = .25 X 4 UNITS = 1 STALLS

PROVIDED:
PRIVATE = 1 COVERED & 1 UNCOVERED PER UNIT= 8 STALLS
VISITOR = 2 STALLS



GRADING LEGEND

FFE	FINISHED FLOOR ELEV.
BOW	BACK OF WALK
GB	GRADE BREAK
TC	TOP OF CONCRETE
TBC	TOP BACK OF CURB
EOA	EDGE OF ASPHALT
FG	FINISHED GRADE
(2.000)	DIRECTION OF DRAINAGE
(88.42)	EXISTING ELEVATION
(68.61)	PROPOSED ELEVATION
X	CARRY CURB



REVISIONS

Rev.	Date	Description	App'd
1	10/02/06	REVISED PER AF CITY COMMENTS	
2	10/12/06	REVISED PER AF CITY COMMENTS	

TIM COLLINGS/MARK STEINBRENNER

222 WEST 100 SOUTH
AMERICAN FORK, UT 84003
(801) 361-7751

EXCEL ENGINEERING, INC.
Engineer: David W. Peterson, P.E. #270393
12 West 100 North, Suite 201
American Fork, Utah 84003
Phone: (801) 756-4504, Fax: (801) 756-4511

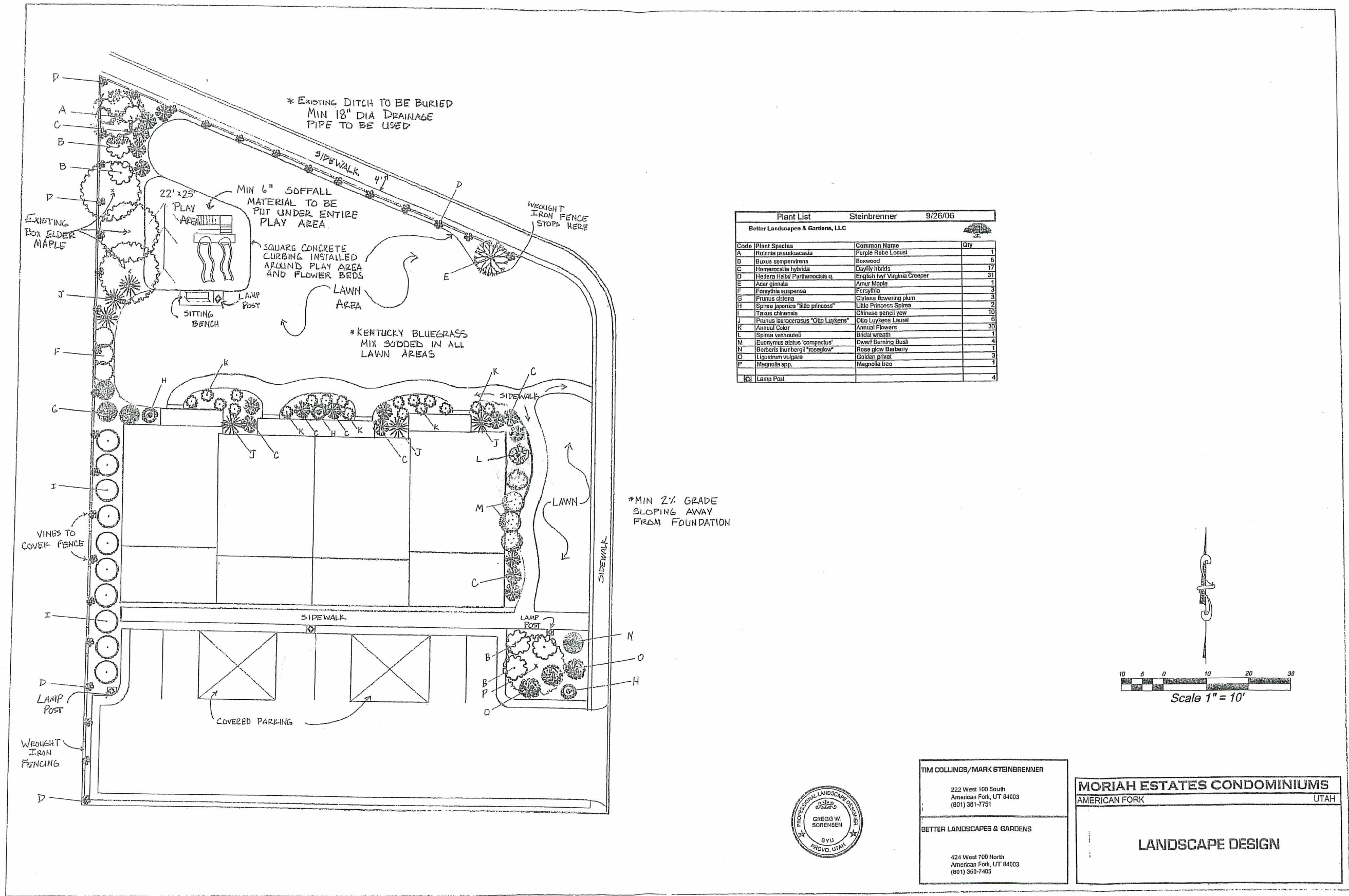
MORIAH ESTATES CONDOMINIUMS

AMERICAN FORK, UT

Drawn by: D.W.P.
Designed by: D.W.P.
Checked by: D.W.P.

SPECIFIC SITE PLAN

Scale: 1\"/>



Attachment: 2. Application (Collings Zoning)

Councilman Gunther moved approval of the three sets of minutes including the requested correction to the November 14, 2006 minutes. Councilman Storrs seconded the motion. All were in favor.

Councilman Gunther moved approval of the City bills for payment with the stipulations as reviewed by the Finance Committee and the purchase requests over \$1,000 as reviewed by the Finance Committee. Councilman Storrs seconded the motion. All were in favor.

ACTION ITEMS

REVIEW AND ACTION ON APPOINTMENTS TO CITIZEN COMMITTEES AND BOARDS

There were no appointments.

REVIEW AND ACTION ON AN ORDINANCE APPROVING A ZONE CHANGE REQUEST BETWEEN BARRATT AVENUE AND 200 WEST AT 100 NORTH, SPECIFICALLY THE COLLINGS PROPERTY, CONSISTING OF 1 ACRE FROM THE EXISTING R1-7500 TO THE R4-7500 MULTIPLE FAMILY RESIDENTIAL ZONE – Mark Steinbrenner

Mark Steinbrenner was present.

Councilmember Rodeback moved to table this item until the next item, the site plan relating to this zone change, was approved.

After some discussion, Mayor Thompson combined this agenda item with the next item.

Councilmember Rodeback withdrew her motion.

REVIEW AND ACTION ON SUBDIVISIONS, COMMERCIAL PROJECTS, CONDOMINIUMS, AND PUD'S INCLUDING 1) PLAT APPROVAL; 2) METHOD OF SATISFACTION OF WATER RIGHTS REQUIREMENTS; 3) POSTING OF AN IMPROVEMENT BOND OR SETTING OF A TIME FRAME FOR IMPROVEMENT INSTALLATION; AND 4) AUTHORIZATION TO SIGN THE FINAL PLAT AND ACCEPTANCE OF ALL DEDICATIONS TO THE PUBLIC AND TO HAVE THE PLAT RECORDED

- a. Review and action on an Ordinance approving a specific site plan for the Moriah Estates Condominium Project, consisting of 4 residential units, located in the area of 100 North Barratt Avenue – Mark Steinbrenner

Councilmember Rodeback felt it was a significant project because it was so close to the Historic District and to the downtown area. The neighbors on this block, a number of years ago, had requested the area be changed to R1. They were now changing one corner of the block to R-4. The request raised eyebrows on the part of some of the neighbors. The developer had met with the neighbors and herself.

Councilmember Rodeback disclosed that she lived on this block. She continued that the developer had done a beautiful job of accommodating all of the concerns. The architecture fit the Historic District. The position of the site showed off the architecture and enhanced the neighborhood. A fenced playground was added and he had done everything asked of him. She was pleased to recommend the project.

Mark Steinbrenner displayed the plan.

Councilman Gunther asked if they would be rental units.

Mr. Steinbrenner responded that there would be an association created and the invitation was there for individual ownership. They wanted to get away from being apartments.

Councilman Storrs asked the price.

Mr. Steinbrenner answered that they would be between \$140,000 to \$150,000.

Councilmember Rodeback explained that there were four units. She asked what the square footage would be.

Mr. Steinbrenner responded that there would be just under 800 square feet per level with a basement that would be left up to the initial buyer as to whether or not it was finished.

Councilman Gunther added that townhouse condos without a basement were selling between \$135,000 and \$140,000 and with an unfinished basement, about \$160,000.

Councilmember Rodeback moved to adopt Ordinance No. 06-11-59 approving the zone map amendment located between Barratt Avenue and 200 West at 100 North, specifically the Collings property, from the existing R1-7500 zone to the R4-7500 Multiple Family Residential zone and to adopt Ordinance No. 06-11-60 approving the specific site plan for the Moriah Estates Condominium Project, consisting of four residential units located in the area of 100 North Barratt Avenue with instructions to the City Recorder to withhold recording of the plat subject to the posting of a performance guarantee to ensure the timely construction of required public improvements and the verification of water right conveyance. Councilman Gunther seconded the motion.

Howard Denney noted that the Record of Survey Map needed to be approved also.

Councilmember Rodeback included in her motion the approval of the Condominium Plat. Councilman Gunther agreed with his second.

All were in favor.

- b. Review and action on the final plat of Bishop's Corner Subdivision consisting of 3 lots at 690 East 300 North – Cody Hansen

Cody Hansen was present.



OPTION A
FRONT ELEVATION
SCALE 1/4" = 1'-0"



OPTION B
FRONT ELEVATION
SCALE 1/4" = 1'-0"



OPTION C
FRONT ELEVATION
SCALE 1/4" = 1'-0"

<p>1</p> <p>PAGE</p>	<p>06/06/2019</p> <p>LAST UPDATED</p>	<p>FRONT ELEVATION OPTIONS</p>	<p>OWNER</p> <p>COLLINS 4 PLEX</p> <p>LOT</p> <p>1</p> <p>1</p> <p>1</p>	<p>ALL DEAS, DESIGNS, ARRANGEMENTS, AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY, AND THE PROPERTY OF, RACHEL STRAUSS AND WERE CREATED, EVOLVED, AND DEVELOPED FOR USE ON AND IN CONNECTION WITH THE EMPLOYED PROJECT. NONE OF SUCH DEAS, DESIGNS, ARRANGEMENTS OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, FIRM OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF RACHEL STRAUSS. WRITTEN DIMENSIONS ON THESE DRAWINGS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB.</p>	<p>DESIGNER</p> <p>R STRAUSS DESIGN</p> <p>45B NORTH 120 EAST SPR UT 8 (BO</p>
----------------------	---------------------------------------	------------------------------------	--------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------

STEINBRENNER



ELEVATIONS

NOTE:

1. ALL CONC. LANDING TO BE
36" MIN. \times 1/2" MAX. SLOPE PER FT.
2. STEP FLASHING (SHINGLE) AS REQ'D
FLASHING BETWEEN STUCCO & VENEER
3. STUCCO PER ICBO
4. ROOF PITCH 6/12 MIN. U.O.
5. ROOFING TO BE ARCH. GRADE
30 YR. ASPHALT SHINGLES WITH
(6) NAILS PER SHINGLE
6. ATTIC VENTS TO BE MIN.
1/150 OF AREA VENTED
UNLESS PROVISIONS ARE MET
FOR 1/300 RATIO
(PER RC 2003)
7. FINAL GRADE TO SLOPE $\frac{1}{8}$ " MIN.
FOR $\frac{1}{4}$ " MIN. ON ALL SIDES
8. FULL RAIN GUTTERS W/
DOWNSPOUTS EXTENDED 10"
AWAY FROM FOUNDATION WALLS
OR AS REQ'D. AS PER LOCAL CODE
9. 36" MIN. RAINING REQ'D AT ANY
DROP 30" OR GREATER
10. ANGLE IRON BRICK AS REQ'D
11. VAPOR/WEATHER BARRIER
(2) LAYERS OF 15 LB FILL TO BE
APPLIED ON ALL EXTERIOR WALLS
12. ALL ATTIC WALLS HAVE RIDGE VENTS
FOR PROPER ATTIC VENTILATION
13. PROVIDE FLASHING @ STUCCO TO
BRICK, ROCK ETC
14. PROVIDE METAL FLASHING WITH
DOWN LEG @ FOUNDATION LEG.
15. CORROSION RESISTANCE FLASHING REQ'D
FROM FOUNDATION UP THE FIRST
3 COURSES OF BRICK OR 8" BRICK TO
HOLD 1/2" MIN. DRAINAGE TO 3/4" O.C.
FLASHING TO EXTEND 1/2" BEYOND
FOUNDATION FACE
16. ALL ATTIC TRUSSES WILL BE BLOWN FIBER GLASS
THAT WILL EQUALS R-38 OR BETTER
17. ALL EAVES & VALLEYS
TO HAVE ICE & WATER SHIELD
18. UPFR GROUND REQ'D

LEFT SIDE ELEVATION

RIGHT SIDE ELEVATION

WALL DETAIL
SCALE: 1/2" = 1'-0"

STEINBRENNER

NOTE: BSMT

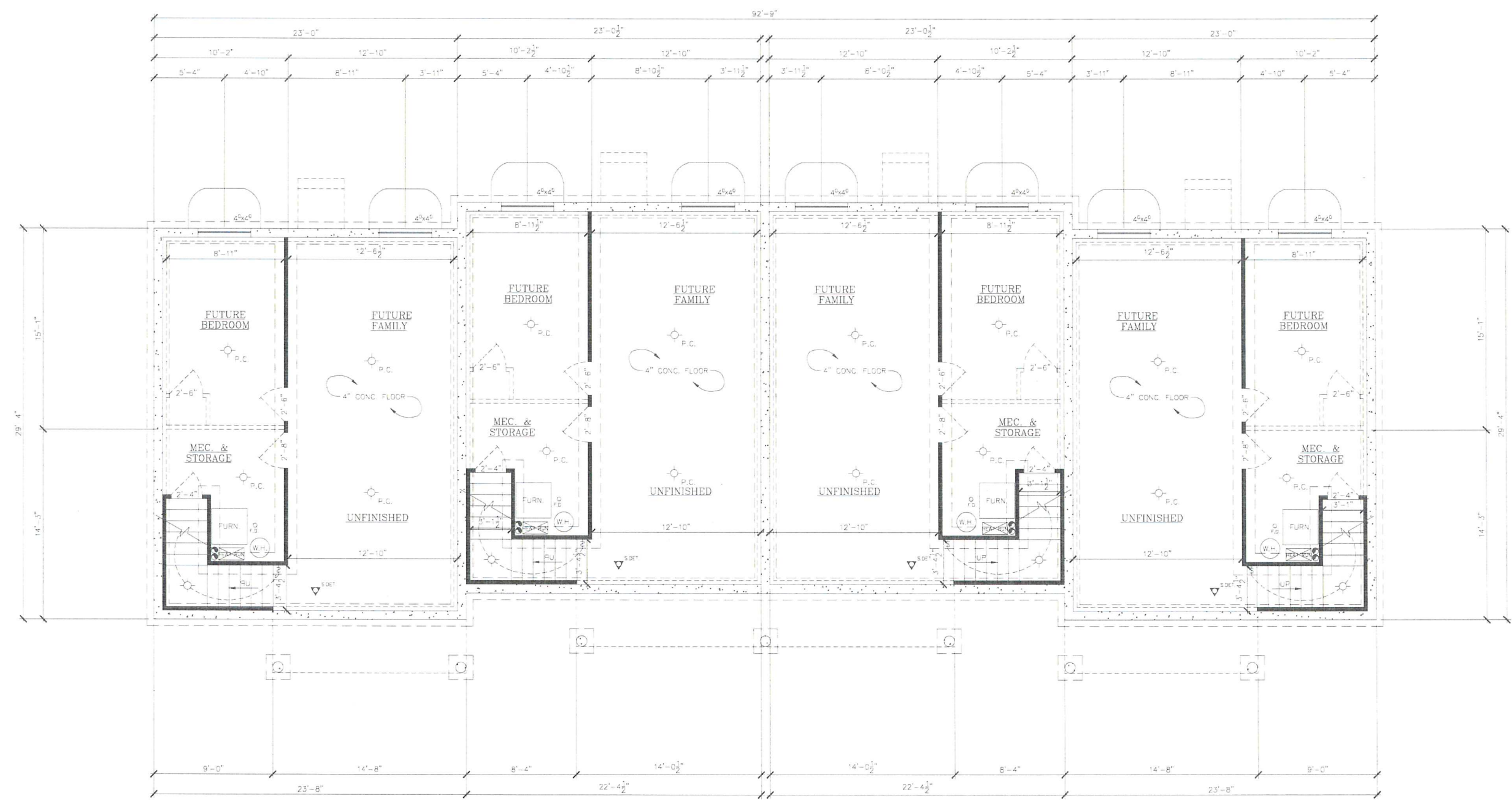
PRV REQ'D ON MAIN WATERLINE SET AT OR BELOW 80 PSI.
PROVIDE A LADDER FOR WINDOW WELLS DEEPER THAN 44".
STRAP WATER HEATER TO WALL.
OUTSIDE COMBUSTION AIR TO BE PROVIDED TO FURNACE AND WATER HEATER PER LOCAL CODE.
EXPANSION TANK REQ'D ON WATER SYSTEM.
BMT WINDOWS SURF. AREA MUST BE 8% OF ROOM SQ. FTG. OR AS REQ'D. AS PER LOCAL CODE.

PROVIDE THERMAL BREAK BETWEEN ALL FLOOR SLABS AND EXTERIOR FDN WALLS.
4" CONCRETE SLAB OVER GRAVEL BASE ON NATURAL UNDISTURBED SOIL OR OVER COMPACTED FILL AS REQ'D TYPICAL AT ALL CONG. SLABS.
HOLD-DOWN LOCATIONS ARE SHOWN PER ENGINEER.
FOOTING STEP LOCATIONS AND ELEVATIONS ARE ASSUMED. ADJUST AS REQUIRED ON SITE.

FOOTING TO BEAR ON NATURAL UNDISTURBED SOIL.
1/2" ANCHOR BOLTS EMBEDDED NOT LESS THAN 8" AND SPACED NOT MORE THAN 32" O.C. W/ NOT LESS THAN TWO BOLTS IN EACH PIECE. USE 2" x 2" x 3/16" SQUARE WASHERS (MIN.)
MIN. 90% COMPACTED SOIL. ANY SOIL DISTURBED IN UNEXCAVATED AREA SHALL BE COMPACTED AS REQUIRED BY LOCAL CODE.
ALL FOOTINGS TO BE 30" BELOW GRADE MIN.

HEAT VALVES REQ'D AT INLET & OUTLET.
30" OF REPAIR SPACE IN FRONT OF WATER HEATER.
ONE-INCH WATER LINE TO STRUCTURE.
6'-8" MIN. HEADROOM ON STAIRS.
PROVIDE A CONCRETE ENCASED ELECTRODE, FOR USE AS A GROUNDING ROD, PER LOCAL CODE.
ALL ROOTS IN WAY OF FOOTINGS MUST BE REMOVED 12" BELOW BOTTOM OF FOOTINGS.

FOUNDATION WALL TO BE IN COMPLIANCE WITH STATE AMENDMENT. (SEE STATE AMENDMENT.)
WATER HEATER IN GARAGE TO BE ELEVATED SO THE IGNITION SOURCE IS A MINIMUM 18" ABOVE GARAGE FLOOR.
IF FURNACE IS IN ATTIC OR CRAWL SPACE PROVIDE ACCESS, WORKING SPACE, LIGHT & GFCI.
ELECTRICAL SUB-PANELS PREFERRED LOCATION IN STORAGE OR MEC.
ELECTRICAL PANEL SHALL NOT BE IN LOCATED UNDER STAIRS UNLESS ADEQUATE WORKING CLEARANCE & HEIGHT ARE ACHIEVED, 6' HIGH.



8' BASEMENT PLAN
SQ. FT: 684

STEINBRENNER
LOT
© J.L. HOME DESIGN
CELL 787-9004
CL. WITHIN
S:50 SQ. FT.
STOCK PLANS \$300 SQ. FT.
FOOTING-FOUNDATION
AND BASEMENT PLAN
1/4" = 1'-0"
PLAN: STEINBRENNER
LOT: 684
DATE: 6-07-06
UPPER SQ. FT.:
MAIN SQ. FT.:
BASEMENT SQ. FT.:
TOTAL SQ. FT.:
Page: 2

STEINBRENNER

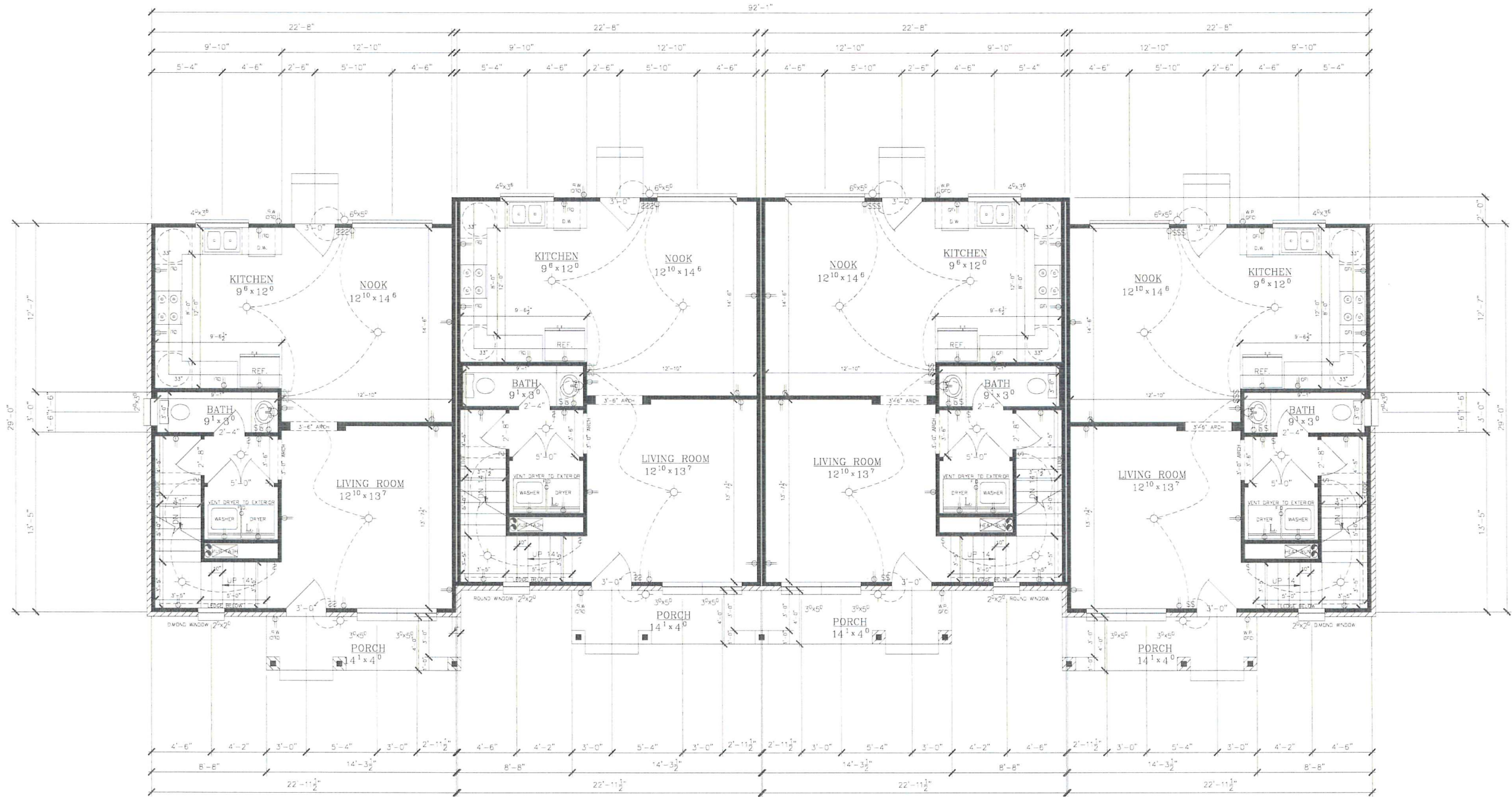
NOTE: MAIN

FREEZE-LESS BACK FLOW PREVENTION HOSE BIBS REQUIRED.
TOILETS: 1.6 GALS./FLUSH MAX.
SHOWER HEADS: 2.5 GALS./MIN. MAX.
PLUMBING VENTS SHALL BE 2 FT. ABOVE OR 10 FT. AWAY FROM ALL AIR INTAKE OPENINGS.
FLAGPOLE OF PLUMBING VENTS IS PROHIBITED.
SMOKE DETECTORS SHALL BE HARD WIRE TOGETHER IN SERIES W/ BATTERY BACKUP.

BEAM & HEADERS SIZES PER ENGINEER.
LISTED & LABELED FIREPLACE: ICBO# NER-181
TEMPERED GLASS TO BE IN SHOWERS, ABOVE TUBS, SLIDING DOORS, GLASS WITHIN 18" OF FLOOR & WITHIN 2' OF DOORS.
FLOOR FRAMING TO BE 11-7/8" TJI FLOOR JOISTS @ 16" O.C. TYPICAL UNLESS NOTED OTHERWISE.
ALL HEADERS TO BE (2) 2"x10" UNLESS OTHER WISE NOTED.
PROVIDE SOLID BLOCKING AT JOIST BEARING.

FULL HEIGHT WALLS ARE SHOWN SHADED ON PLANS.
SPECIFIC SHEAR WALL TYPES AND LOCATIONS PER ENGINEER.
ALL BEDROOM OUTLETS SHALL BE ARC-FAULT PROTECTED.
50 CFM FAN REQ'D IN BATHROOMS WITH OUT WINDOW.
SNOW & ICE DAM PROTECTION ON ALL ALL EAVES ABOVE HEATED WALLS.
6"-8" MIN. HEADROOM ON STAIRS.

ALL WIRES WITHIN 6' OF ACCESS TO BE PROTECTED, 1 HR. FIRE RATED CONSTRUCTION W/ LATCH IF REQ'D.
CARBON MONOXIDE DETECTORS ALL LEVELS AND INTERCONNECT ALL WIRING.
INSPECTION OF WEATHER-RESISTIVE BARRIER & FLASHING TO PREVENT WATER FROM ENTERING.
BEDROOM EGRESS WINDOWS TO BE WITHIN 44" OF FLOOR.
DOOR FROM HOUSE TO GARAGE TO BE (20)-MIN. FIRE RATED DOOR W/ CLOSER.



9' MAIN FLOOR PLAN
SQ. FT: 684

THE UNDERSIGNED HAS BEEN Hired, under the terms of the contract, to prepare the plans, specifications, and other documents for the construction of the project described herein. The undersigned is not responsible for the construction of the project or for the performance of the contractor.

STEINBRENNER
LOT

HOME DESIGN
CELL 787-9004
STUCK PLANS \$30 SQ. FT.

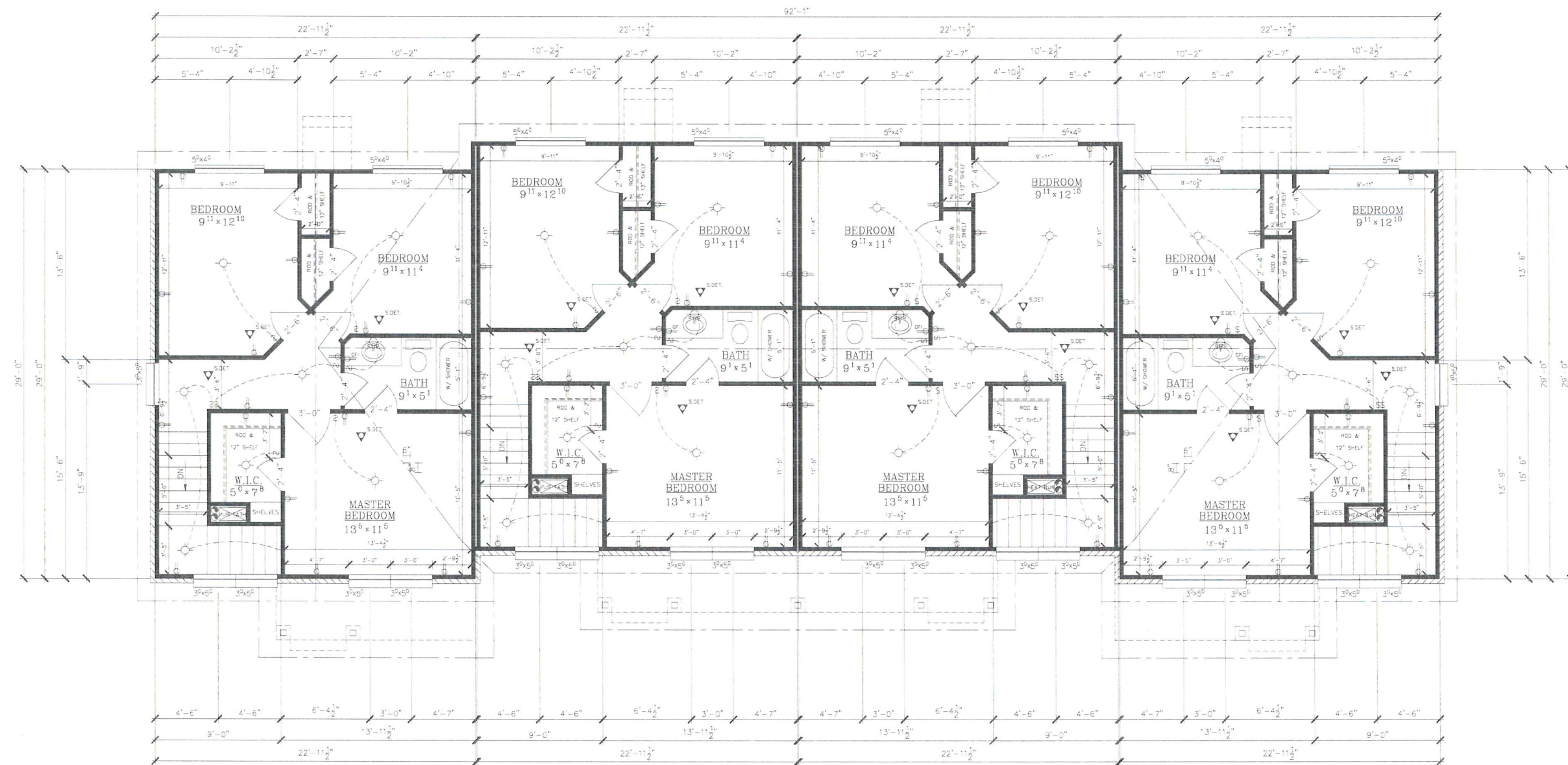
MAIN FLOOR PLAN
SQ. FT: 684
1/4" = 1'-0"

PLAN: STEINBRENNER
LOT: 684
DATE: 6-07-06

UPPER SQ. FT.:
MAIN SQ. FT.:
BASEMENT SQ. FT.:
TOTAL SQ. FT.

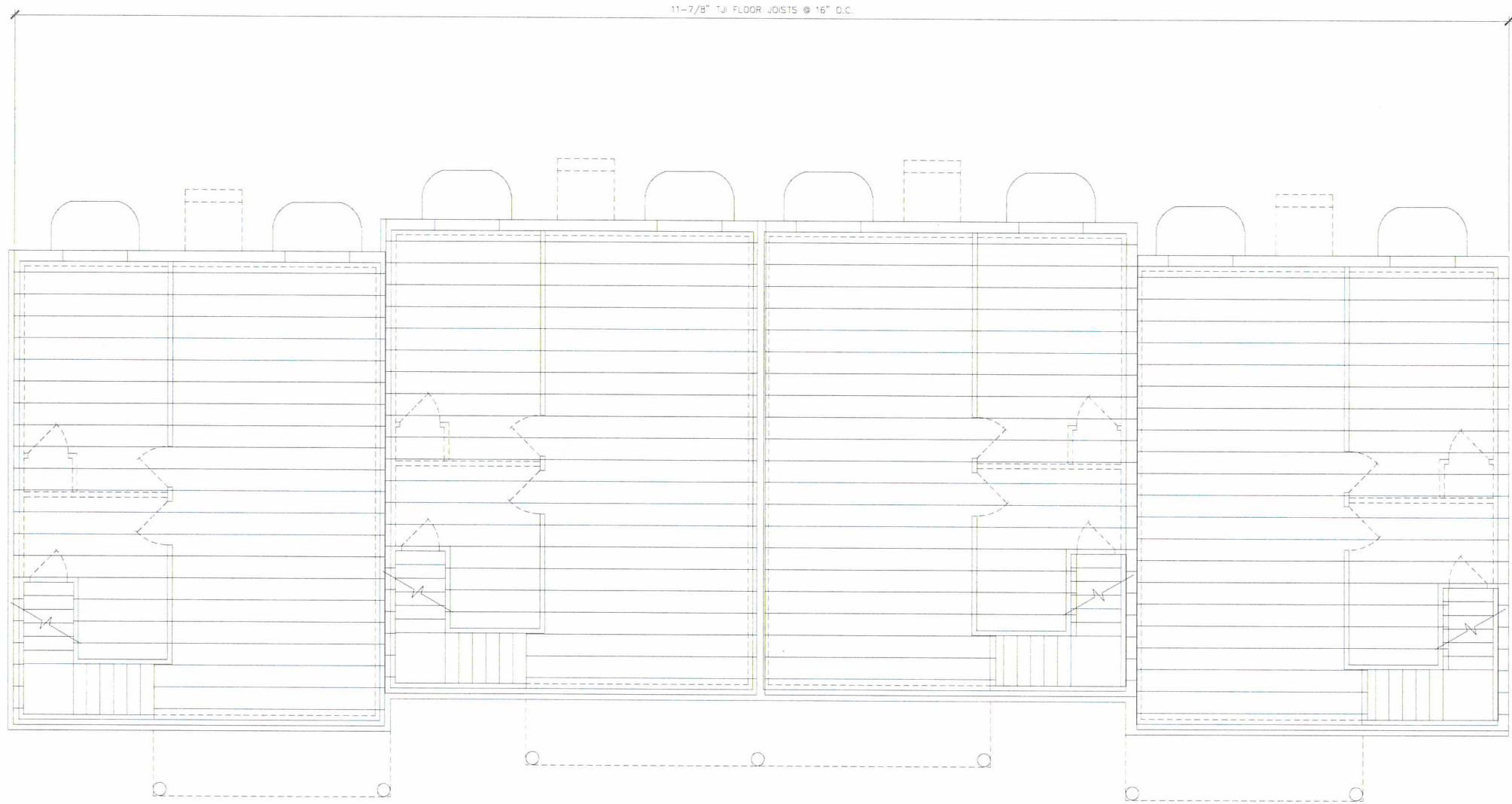
Page: 4

Packet Pg. 100



9' UPPER FLOOR PLAN
SQ. FT: 684

UPPER SQ. FT. 684	PLAN: STEINBRENNER	DATE: 6/07/06	6/07/06	1/4" = 1'-0"	684	UPPER FLOOR PLAN	JL	HOME DESIGN	LARRY LESSER CELL 787-9004	© J.L. HOME DESIGN ALL RIGHTS RESERVED. NO PART OF THIS PUBLICATION MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT PERMISSION IN WRITING FROM J.L. HOME DESIGN.	STEINBRENNER LOT	THE CLIENTS HAVE BEEN ADVISED BY THE ARCHITECT OF THE REQUIREMENTS OF THE BUILDING DEPARTMENT AND THE NECESSITY OF OBTAINING THE NECESSARY PERMITS AND APPROVALS FROM THE BUILDING DEPARTMENT AND THE FIRE DEPARTMENT. THE CLIENTS HAVE BEEN ADVISED THAT THE ARCHITECT IS NOT RESPONSIBLE FOR THE OBTAINING OF THESE PERMITS AND APPROVALS.



FLOOR JOIST NOTE:
NO FLOOR JOIST SHALL RUN:
1. DIRECTLY UNDER A PLUMBING WALL
2. ALLOW 4" OPENING 12 1/2" AWAY
FROM A PLUMBING WALL WITH A TOILET
3. ALLOW 2" OPENING 7 1/2" AWAY
FROM A PLUMBING WALL WITH A TUB
4. TJ'S SHALL BE INSTALLED PER
MANUFACTURES SPECES.

JOIST SCHEDULE					
DEPTH	SERIES	12" O.C.	16" O.C.	19.2" O.C.	24" O.C.
9-1/2"	110	16'-5"	15'-0"	13'-11"	12'-5"
9-1/2"	210	17'-3"	15'-9"	14'-10"	13'-8"
11-7/8"	110	16'-6"	17'-3"	15'-8"	14'-0"
11-7/8"	210	20'-8"	18'-8"	17'-3"	15'-5"
11-7/8"	360	22'-11"	20'-11"	19'-8"	17'-10"
11-7/8"	560	26'-1"	23'-8"	22'-4"	20'-9"

NOTES:
1. TJ PRO SERIES OR APPROVED EQUIVALENT

THE CLIENTS HAVE BEEN ADVISED THAT THE PREPARATION OF THESE PLANS CONSTITUTES THE PREPARATION OF A PROFESSIONAL ENGINEERING DESIGN. THE CLIENTS HAVE BEEN ADVISED THAT THE PREPARATION OF THESE PLANS CONSTITUTES THE PREPARATION OF A PROFESSIONAL ENGINEERING DESIGN. THE CLIENTS HAVE BEEN ADVISED THAT THE PREPARATION OF THESE PLANS CONSTITUTES THE PREPARATION OF A PROFESSIONAL ENGINEERING DESIGN.

STEINBRENNER
LOT

© J.L. HOME DESIGN
J.L. HOME DESIGN
J.L. HOME DESIGN

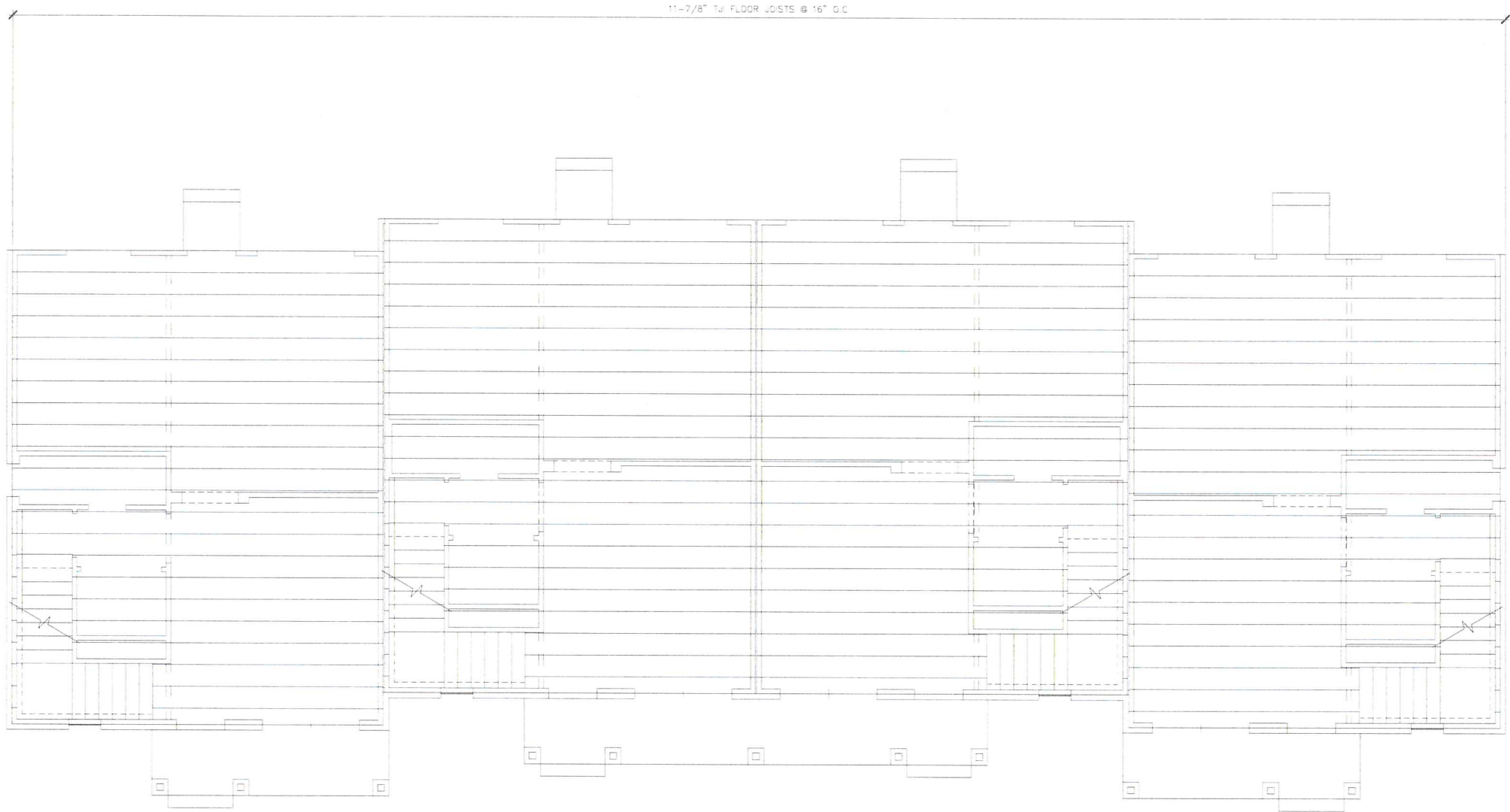
J.L. HOME DESIGN
CELL 787-9004
CELL 787-9004
CELL 787-9004

J.L. HOME DESIGN
CELL 787-9004
CELL 787-9004
CELL 787-9004

FLOOR JOIST PLAN
1/4" = 1'-0"

PLAN: STEINBRENNER
LOT: 684
DATE: 6-07-06

UPPER SQ. FT.:
MAIN SQ. FT.:
BASEMENT SQ. FT.:
TOTAL SQ. FEET



FLOOR JOIST NOTE:
NO FLOOR JOIST SHALL RUN:
1. DIRECTLY UNDER A PLUMBING WALL
2. ALLOW 4" OPENING 12 1/2" AWAY
FROM A PLUMBING WALL WITH A TOILET
3. ALLOW 2" OPENING 7 1/2" AWAY
FROM A PLUMBING WALL WITH A TUB
4. JO'S SHALL BE INSTALLED PER
MANUFACTURER'S SPECIES.

JOIST SCHEDULE					
DEPTH	SERIES	12" O.C.	16" O.C.	19.2" O.C.	24" O.C.
9-1/2"	110	16'-0"	15'-0"	13'-11"	12'-5"
9-1/2"	210	17'-3"	15'-9"	14'-10"	13'-8"
11-7/8"	110	18'-6"	17'-3"	15'-8"	14'-0"
11-7/8"	210	20'-0"	18'-8"	17'-1"	15'-5"
11-7/8"	360	22'-11"	20'-11"	19'-8"	17'-10"
11-7/8"	560	26'-1"	23'-8"	22'-4"	20'-9"

NOTES:
1. JO PRO SERIES OR APPROVED EQUIVALENT

UPPER FLOOR
JOIST PLAN

PLAN: STEINBRENNER
LOT: 684
DATE: 6-07-06

UPPER SQ. FT.: 684
MAIN SQ. FT.: 684
BASEMENT SQ. FT.: 2052
TOTAL SQ. FEET

7

HOME DESIGN
JL

JARED LESSER
CELL 787-9004
CUSTOM HOME DESIGNS
\$50 SQ. FT.
SHEETPLANS \$30 SQ. FT.

© J.L. HOME DESIGN
ALL RIGHTS RESERVED. NO REPRODUCTION
OR TRANSMISSION IN ANY FORM OR BY ANY
MEANS, ELECTRONIC OR MECHANICAL, INCLUDING
PHOTOGRAPHING, RECORDING, OR BY ANY
INFORMATION STORAGE AND RETRIEVAL SYSTEM,
IS PERMITTED WITHOUT THE WRITTEN PERMISSION
OF J.L. HOME DESIGN.

STEINBRENNER
LOT

THE CLIENT'S NAME AND SITE DATA IS TO BE
REPRODUCED ON ALL PLANS. ANY OTHER
REPRODUCTION OF THIS PLAN, IN ANY FORM,
WITHOUT THE WRITTEN PERMISSION OF J.L. HOME
DESIGN, IS PROHIBITED. ANY REPRODUCTION
OF THIS PLAN, IN ANY FORM, WITHOUT THE
WRITTEN PERMISSION OF J.L. HOME DESIGN,
IS PROHIBITED.



REVIEW OF DEMOLITION PERMIT PROPOSAL

For City Historic Property Only

Historic Preservation Commission

Name of Applicant: TIM COLLINGS
 Mailing Address: 925 SOUTH 530 EAST
 City, State and Zip Code: OREM, UT 84097
 Daytime Phone: 701-530-1099 Email Address: MORIAN PROPERTY@GMAIL.COM

Property Address: 161 WEST PACIFIC DRIVE

Date of Review: June 19 2019

☒ Two Copies Received

Checklist of Required Documentation:

- ☐ 2. a. Photos of each outer façade
- ☐ 2. b. Photos of real property on which historic building is situated
- ☐ 2. c. Floor Plan Drawings
- ☐ 2. d. History of Property

Comments or Conditions:

Memorandum to the Chief Building Official,

A Review of the Applicant's Demolition Permit Required Documentation has been

- ☐ **APPROVED.** Please release the demolition permit.
- ☐ **DENIED.** Please do not release the demolition permit or allow work.

Juel A. Belmont
 Historic Preservation Commission Chair

June 25th 2019
 Date

Juel Belmont
Historic Preservation
Commission Chair
801-756-4616

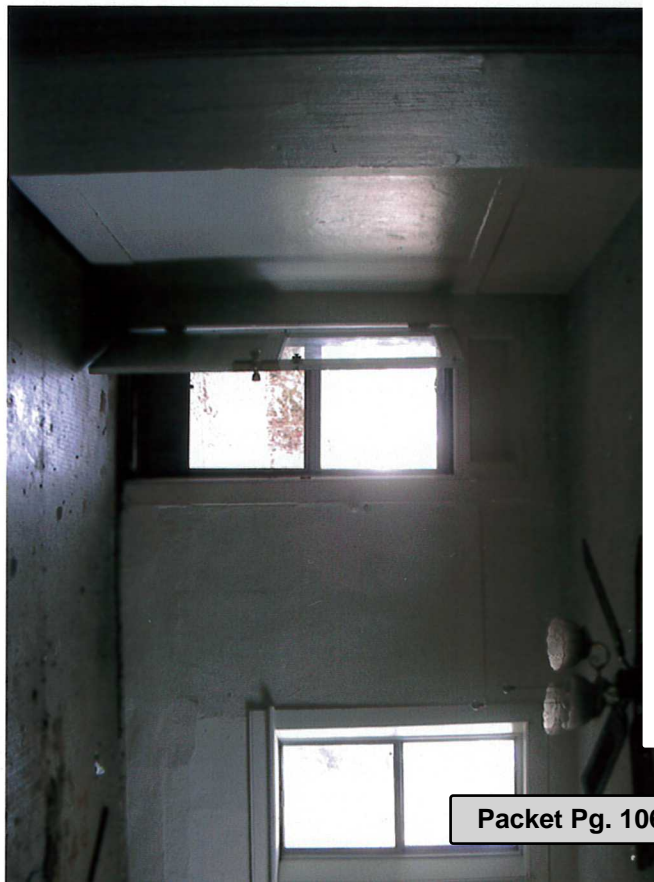
Attachment: 2. Application (Collings Zoning)



Window Detail (east wall)



Fireplace (east wall)



Front Door (north wall)



February 2007



South Facade



West Facade



South Facade



West Facade

**Buckwalter House
American Fork, Utah County**

February 2007



North Facade



East Facade

Attachment: 2. Application (Collings Zoning)

**Buckwalter House
American Fork, Utah County**

February 2007



Front Porch



Southwest Porch



Southeast and East Porches



Front Porch Detail



Front Porch Detail



Weathered Adobe Bricks (east wall)



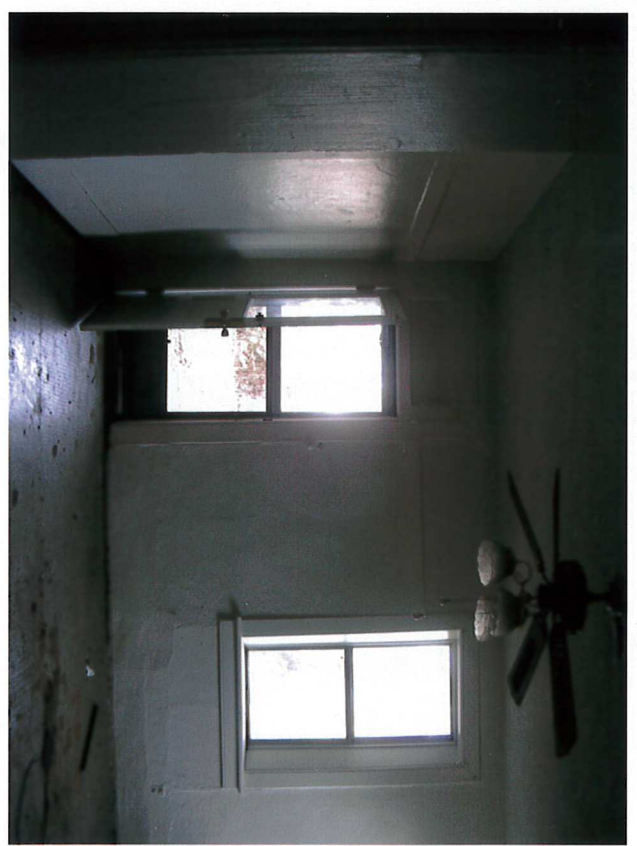
Adobe Seam between original house and lean-to addition



Window Detail (east wall)



Fireplace (east wall)



Front Door (north wall)



Stairway closed (west wall of front room)



Stairway open (west wall of front room)

**Buckwalter House
American Fork, Utah County
Rooms in Additions**



Kitchen (west side- adobe addition)



Bathroom (west side- frame addition)



Dining Area (east side- adobe addition)

Attachment: 2. Application (Collings Zoning)

HISTORIC SITE FORM

UTAH OFFICE OF PRESERVATION

1 IDENTIFICATION

Name of Property: Susan Morris Buckwalter (Turner) House

Address: 161 W. Pacific Drive

Twnshp 4 S Range 1 E Section: 14

City, County: American Fork Utah County

UTM:

Current Owner Name: Tim and Chris Collings

USGS Map Name & Date: Lehi 1969/1975

Current Owner Address:

Tax Number: 02:033:0029

Legal Description (include acreage): COM. S 67 DEG 05'E .81 CHS FROM NW COR OF LOT 5, BLK 20, PLAT A, AMERICAN FORK CITY SURVEY; S 2.49 CHS; E 1.68 CHS; N 1.79 CHS; N 67 DEG 05'W 2.01 CHS TO BEG. AREA .36 ACRES.

2 STATUS/USE

Property Category

☒ building(s)
☐ structure
☐ site
☐ object

Evaluation

☒ eligible/contributing
☐ ineligible/non-contributing
☐ out-of-period

Use

Original Use: single dwelling

Current Use: vacant/not in use

3 DOCUMENTATION

Photos: Dates

☐ slides:
☒ prints: February 2007
☐ historic:

Research Sources (check all sources consulted, whether useful or not)

☒ abstract of title
☒ tax card & photo
☐ building permit
☐ sewer permit
☒ Sanborn Maps
☒ obituary index
☒ city directories/gazetteers
☒ census records
☒ biographical encyclopedias
☒ newspapers
☒ city/county histories
☒ personal interviews
☒ USHS Library
☒ USHS Preservation Files
☐ USHS Architects File
☒ LDS Family History Library
☒ local library: American Fork
☒ university library(ies): BYU

Drawings and Plans

☒ measured floor plans
☐ site sketch map
☐ Historic American Bldg. Survey
☐ original plans available at:
☐ other:

Bibliographical References (books, articles, interviews, etc.)

Attach copies of all research notes, title searches, obituaries, and so forth.

American Fork Citizen. 30 December 1935, 27 September 1951, 2 August 1956, 31 October 1963

Ancestral File, www.familysearch.orgBuckwalter, Kevin, *John Edwin Buckwalter Sr. Family and Descendents, 1834-1979*, [Las Vegas, Nevada: Privately Published, 1979].Carter, Thomas and Peter Goss, *Utah's Historic Architecture: 1847-1940*, [Salt Lake City: Utah State Historical Society, 1988].

Mormon Pioneer Overland Travel 1847-1868,

http://www.lds.org/churchhistory/library/pioneercompanysearch/1.15773_3966-1.00.html

Pleasant Grove Register. 23 April 1959

United States Federal Census, American Fork Precinct: 1870, 1880, 1900, 1910, 1920, 1930.

United States Federal Census, Lehi Precinct: 1870, 1880, 1910.

4 ARCHITECTURAL DESCRIPTION

Building Style/Type: Greek Revival/~~Queen Anne Style~~ Hall/Parlor Type

No. Stories: 1 1/2

Foundation Material: rubble stone

Wall Material(s): adobe brick, drop siding (addition)

Additions: none minor x major (describe below)

Alterations: none x minor major (describe below)

Number of associated outbuildings 0 and/or structures .

Briefly describe the principal building, additions or alterations and their dates, and associated outbuildings and structures. Use continuation sheets as necessary.

This 1873 Hall/Parlor type house is constructed of adobe brick on a rubble stone foundation, which has been covered with concrete. The house has elements of Greek Revival style with a ~~Queen Anne~~ ^{East Lake} style front porch that appears to be a later addition to the house. There have been several additions to this home. The original house is two rooms wide (the hall and parlor) and just one room deep. There is a c. 1885 adobe lean-to addition on the rear of the original house, which is again two rooms wide and one deep, the floor of which is nine inches lower than the main house. The adobe for this addition came from the owner's previous home in the fields south of town, as did the flooring in this part of the house. The seam between these two parts of the house is easily visible in the adobe on both the east and west sides of the house. A smaller lean-to addition (c.1920) on the very back of the house is constructed of drop siding and contains a bathroom and mud/laundry room. The adobe on this house has never been covered with plaster or stucco and is in very poor condition especially on the lower portions of the walls. The lowest portions, which had likely been splashed by roof drainage hitting the ground, have been covered with the same concrete as the foundation.

The gabled roof of the house is covered with asphalt shingles and has cornice returns on the gable ends. There are frieze boards beneath the eaves on all parts of the roof. There are two brick chimneys extending from the roof, one at the east gable end and the other at the south side of the kitchen wall. Another chimney, formerly on the west gable end of the house has been removed. All of the windows in the original portion of the house have been replaced with aluminum frame one-over-one sash windows, but these windows fit the original wood frame, which remains unaltered. The two windows in the c.1885 addition are the original two-over-two wood sash and are found on the south end of the west wall and the east end of the south wall.

The primary façade, which faces north contains a central door with single windows centered on either side of the front door. There is a c.1885 front porch with ornate ~~Queen Anne~~ ^{East Lake} style millwork. The two front posts of the porch are lathe-turned posts, with split posts against the wall of the house.

The east façade of the house has two small windows (on either side of the interior chimney) in the gable end, and a single, larger window on the main floor near the front of the house. There is also a door into the c.1885 addition. The original door has been replaced as well as the former porch, which now has only a small shed roof extending out over the doorstep. This roof is supported by a strap attached to the roof of the house. There is also a door on the east end of the c.1920 addition. This addition has apparently settled over time and the doorframe has been cut and filled to accommodate the square door.

The south façade has a window on the east end of the c.1885 addition, immediately west of which is the c.1920 addition. The south wall of this addition has been covered with vinyl siding. At the west end of this addition is the kitchen porch. This porch is covered with a continuation of the shed roof and is supported by a single post on the southwest corner of the porch. The porch floor is concrete and the c.1920 addition appears to have settled away from the house here as well. There has been concrete poured on the ground on the outside of the addition to shore it up.

The west façade contains a single window (bathroom) on the west end of the c.1920 addition. It is a replacement window and is an aluminum slider. The remainder of the façade has two small windows in the gable end on either side of the interior chimney much like the east façade. There is also a larger window on the main level directly below the window furthest north. There is also a window directly south of the adobe seam on the c.1885 addition. The sill of this window is nine inches lower than the sill of the window in the original portion of the house, indicating the change in floor level between the two parts of the house.

5 HISTORY

Architect/Builder: unknown

Date of Construction: 1873

Historic Themes: Mark themes related to this property with "S" or "C" (S = significant, C = contributing).
(see instructions for details)

<input type="checkbox"/> Agriculture	<input type="checkbox"/> Economics	<input type="checkbox"/> Industry	<input type="checkbox"/> Politics/ Government
<input type="checkbox"/> C Architecture	<input type="checkbox"/> Education	<input type="checkbox"/> Invention	<input type="checkbox"/> Religion
<input type="checkbox"/> Archeology	<input type="checkbox"/> Engineering	<input type="checkbox"/> Landscape	<input type="checkbox"/> Science
<input type="checkbox"/> Art	<input type="checkbox"/> Entertainment/	<input type="checkbox"/> Architecture	<input type="checkbox"/> Social History
<input type="checkbox"/> Commerce	<input type="checkbox"/> Recreation	<input type="checkbox"/> Law	<input type="checkbox"/> Transportation
<input type="checkbox"/> Communications	<input type="checkbox"/> Ethnic Heritage	<input type="checkbox"/> Literature	<input type="checkbox"/> Other
<input type="checkbox"/> Community Planning & Development	<input type="checkbox"/> Exploration/	<input type="checkbox"/> Maritime History	
<input type="checkbox"/> Conservation	<input type="checkbox"/> Settlement	<input type="checkbox"/> Military	
	<input type="checkbox"/> Health/Medicine	<input type="checkbox"/> Performing Arts	

Write a chronological history of the property, focusing primarily on the original or principal owners & significant events. Explain and justify any significant themes marked above. Use continuation sheets as necessary.

This house was constructed in 1873 for Susan Morris Buckwalter, who was a twenty-nine-year-old widow with three small children. Susan was born in Vernham, Hampshire, England in May of 1844 to Richard and Elizabeth Morris. She was the eighth of nine children and immigrated with her parents (who were converts to the LDS Church) and five of her siblings to New York in 1856. Her father returned to England and Susan accompanied the remainder of her family to Utah arriving the last day of August 1860. Susan had worked outside her home tending children from the age of eight. She had taken care of the children of photographer Charles Savage while living in New York and continued this work on her arrival in Utah at the age of 16. She took care of the children of Amasa Lyman and the children of one of Brigham Young's wives.

Susan married Edwin Buckwalter on July 23, 1863 and the following day they moved to a small farm in the grasslands between the town of American Fork and the shores of Utah Lake. They built a two-room adobe house here and had three children born to them, John Edwin Jr., Albert W., and Ellen Susan (Nellie). In the fall of 1868 Edwin became ill from the effects of a previous injury suffered while working at Camp Floyd. After 15 months of illness, Edwin died in February of 1870 as the result of a gangrenous abscess of the stomach. Susan was not quite twenty-six years old.

Not desiring to stay on the farm, she sold the animals they owned and with the \$50 she received, she purchased a town lot (lot 5) in block 20 in October of 1870. This was a large lot containing 2.6 acres of ground. She and her children lived in a small log building, which she had moved from the farm, until their new four-room adobe home was completed in 1873.

In 1875 Susan married in polygamy as the second wife of Alfred Turner who lived in Lehi. Alfred shared his time between his two families and worked as a section foreman for the Utah Central Railroad. Susan had two more children, Frank M. Turner in 1876 and Bertha in 1880.

When Albert's first wife, Mary Keep Turner died in Lehi in 1914, Albert moved permanently to the house in American Fork with Susan. He died there at the age of 87 in 1927. Susan lived to be ninety-one years old, dying in December of 1935. At the time of her death she was hailed as American Fork's oldest citizen. She deeded her home to her daughter Bertha Turner Breckon one month before her death.

Bertha had married late in life. She married Frank Breckon, a barber from Salt Lake City in 1930, when she was fifty years old. As a result, they never had any children but lived in this house in American Fork together until Frank's death in 1951. In 1954, Bertha sold the house to the May S. Phillips from Pleasant Grove. Bertha died in August of 1956.

May S. Phillips was born in Pleasant Grove in 1903 to Mark and Mary Richins. She married William Reed Phillips in 1921 and together they had 10 children, all born and raised in Pleasant Grove. In August of 1954 they purchased this home in American Fork. While it is not clear why the home was purchased in May's name only and not with her husband, it is interesting to note that for the first 95 years, this house was owned exclusively by women. It was not until the death of May in 1959 and Reed in 1963, that the house was quit claimed by nine of the Phillips heirs to their brother, Thomas in 1968.

Other owners of the property have been, Jean S. Wilmarth Brown Fitzgerald, David Keller, Michael Flygare, Javier Hernandez, and is currently owned by Tim and Chris Collings.

TITLE SEARCH FORM

[Obtain information from title abstract books at County Recorder's Office]

Address: 1000 N. 1st St. Phoenix, AZ 85004
 City: Phoenix, AZ 85004
 Current Owner: 1000 N. 1st St. Phoenix, AZ 85004
 Address: 1000 N. 1st St. Phoenix, AZ 85004
 Tax Number: 3200331029
 Legal Description (include acreage): (Cont. S. 1 deg 5' E. S. 1 ch from NW Cor of lot 5, blk 20, Plat A, American Fork City Survey, S 249 ch E 162 ch) N 179 chs, N 67 deg 5' W 201 chs to beg. Area: 3.6 acres

TRANSACTION DATES

GRANTOR (SELLER)

GRANTEE (BUYER)

TYPE OF TRANSACTION

DOLLAR AMOUNT

COMMENTS

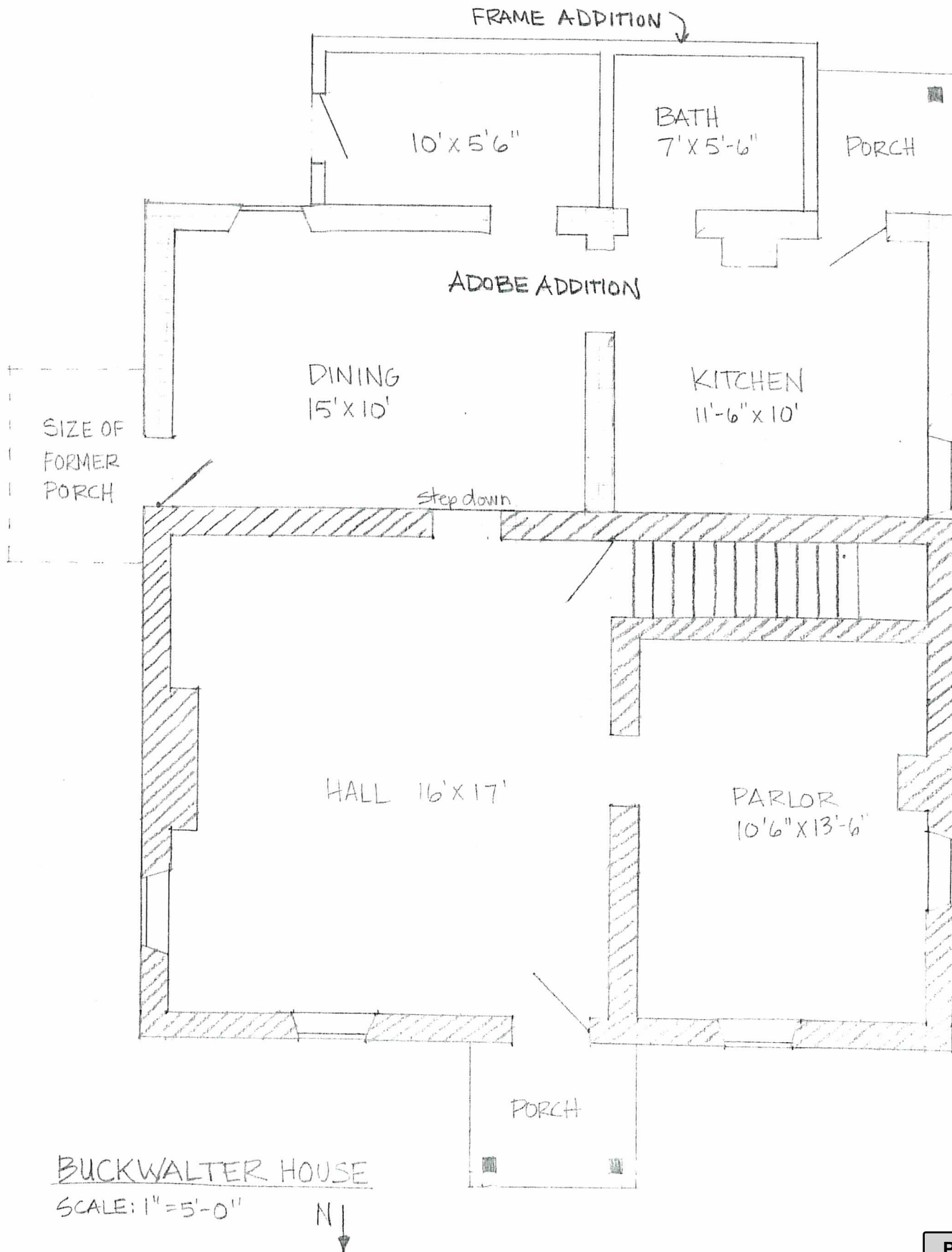
10-1-1971	Leona S. Wilmarth	Susan Buchanan	Warranty		Ad. Int. 6-1-20 Ex. 1 373
2-1-1972	Leona S. Wilmarth	Bertina Turner Brown	WD		
8-12-1972	Bertina Turner Brown	Michael S. Phillips	WD		
10-1-1972	Michael S. Phillips	Leona Robertson et al	deed		
1-24-1973	Leona Robertson et al	Thomas Phillips	QCD		
10-26-1973	Thomas Phillips	Jean S. Wilmarth et al	WD		
11-13-1973	Thomas Phillips	David Kewer	WD		1/2 interest
11-14-1973	David Kewer	Jean S. Wilmarth et al	WD		
4-23-1974	Jean S. Wilmarth	Jean S. Brown	QCD		name change
4-1-1997	Jean S. Brown	Jean S. Fitzgerald	QCD		"
8-3-2004	Jean S. Fitzgerald	Michael Flynn	WD		
4-24-2005	Michael Flynn	Javier A. Hernandez	WD		
12-30-2005	Javier Hernandez	Tim & Chris Collins	WD		

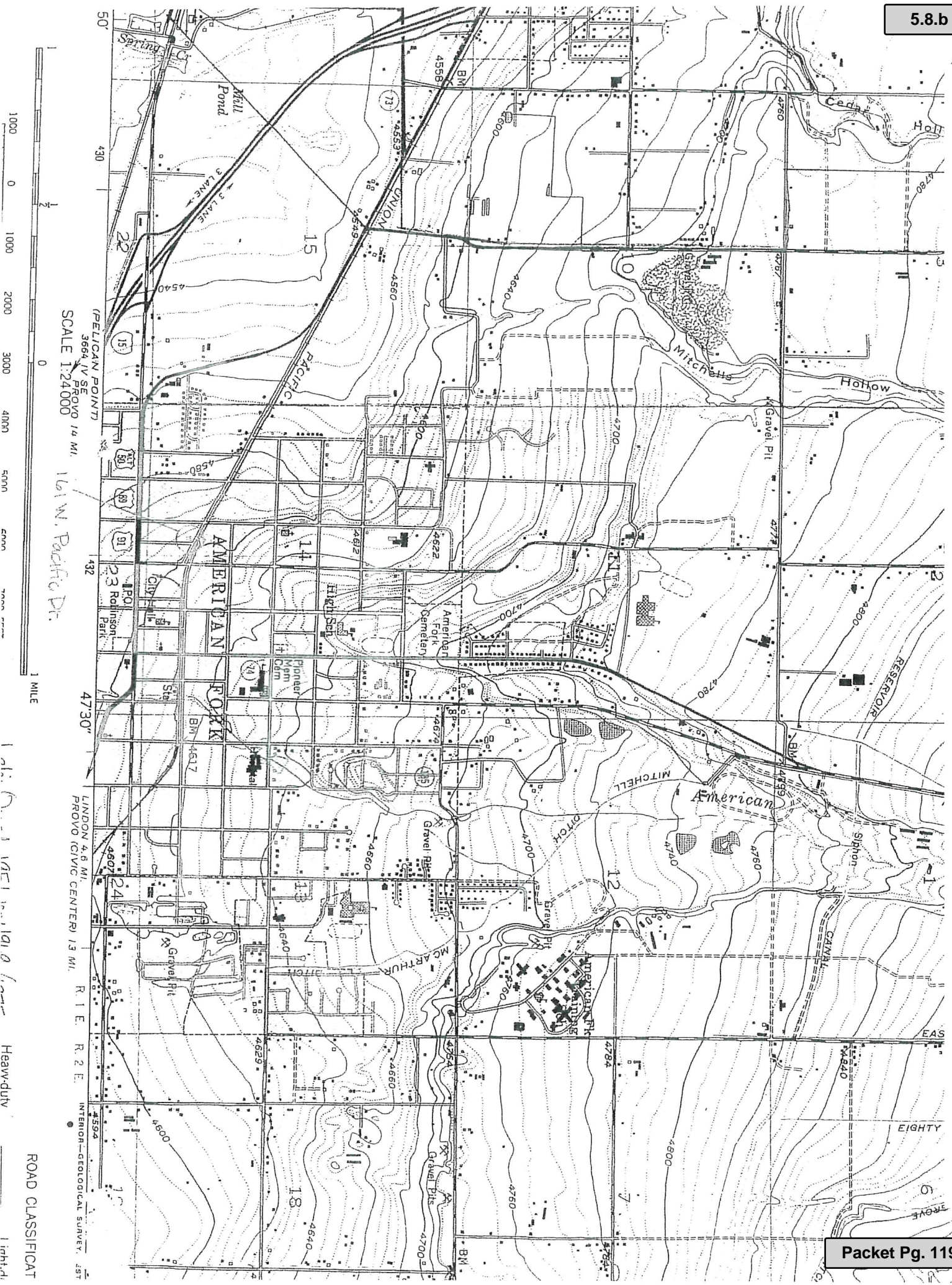
Researcher: 11/10/07

Date: February 2007

Attachment: 2. Application (Collings Zoning)

5.8.b





Attachment: 2. Application (Collings Zoning)

Owners Name MAY S. Phillips
 Location 5-20-4
 Kind of Bldg. Res St. No. 161 W. 100 No.
 Class. 34 Type 1(2)3 4. Cost \$3484 x108.4%

Stories	Dimensions	Sq. Ft.	Factor	Totals	Totals
1	x x	812		\$ 3777	\$
	x x				
	x x				

Att. Gar.—C.P. x Flr. Walls Cl.

Description of Buildings

Foundation—Stone ✓ Conc. Sills

Ext. Walls 40055

Roof Type 248 Mtl. W-549

Dormers—Small Med. Large

Bays—Small Med. Large

Porches—Front 575-25 @ 1.50 38

Rear 610-60 @ 3.00 120

Porch @

Planters @

Ext. Base. Entry @

Cellar-Bsmt. — $\frac{1}{4}$ $\frac{1}{2}$ $\frac{3}{4}$ Full Floor

Bsmt. Gar.

Basement-Apt. Rms. Fin. Rms.

Attic Rooms Fin. Unfin.

Plumbing { Class 1 Tub. 1 Trays
 Basin 1 Sink 1 Toilet 1
 Wtr. Sfr. Shr. St. O.T.
 Dishwasher Garbage Disp.

Heat—Stove ✓ H.A. FA HW Stkr Elec.

Oil Gas ✓ Coal Pipeless Radiant

Air Cond. — Full Zone

Finish—Fir. Hd. Wd. Panel

Floor—Fir. Hd. Wd. Other

Cabinets 1 Mantels

Tile—Walls Wainscot Floors

Storm Sash—Wood D. S. ; Metal D. S.

Awnings — Metal Fiberglass

Total Additions		708	
Year Built <u>1973</u>	Avg. <u>654</u>	Replacement Cost	4485
	Age <u>2.94</u>	Obsolescence <u>35</u>	1520
Inf. by { Owner	Tenant - <u>92</u>	Adj. Bld. Value	314
	Neighbor - Record - Est.	Conv. Factor	x.47
		Replacement Cost—1940 Base	2108
		Depreciation Column <u>2</u> B 4 5 6	32.5
		1940 Base Cost, Less Depreciation	685
Total Value from reverse side			
Total Building Value		\$	

Appraised ① 11-5 19 84 By 1507

Appraised ② 11-5 19 84 By 1507

Attachment: 2. Application (Collings Zoning)

RES. OR COMM.	19 63	19 64	19 65	19 67	19 69	19	19	19	19	19
GARAGE										
RESIDENCE	632	685		1839	1951					
TOTAL										
EQUALIZATION FACTOR	X	X 7 F.	X	X	X	X	X	X	X	X
NET TOTAL										
ASSESSED VALUE	255	274	314	368	390					

[illegible]

270.	289	329
------	-----	-----

ALPINE STAKE M. L. A.

Presents

The Celebrity

A comedy in three-acts under

direction of Myrtle Henderson

AT

FIRMAGE HALL**Friday, December 27**

Free 3:00 p. m. Evening 8:15

CAST OF CHARACTERS

JOHN PARABLE George Scott
 ARCHIBALD QUINCY C. A. Grant
 MISS BULLSTRODE Beth Hutchings
 MISS DORTON Dorothy Grant
 COMFORT PRYCE Vivian Lee
 SERVANT, ILLINGWORTH Edgar Booth
 MRS. MEADOWS Mrs. E. Ray Gardner
 JOSEPH ONIONS Raymond Adams
 BROOK JIM, who went bail for him West Hammond

ACT 1—John Parable's study.

ACT 2—Cottage in the Chiltern-Hills.

ACT 3—John Parable's study.

SPECIAL MUSIC

Reserve seats on sale at Briggs Pharmacy.

Prices—Afternoon 10 and 20 Cents

Reserved Seats 25c General Admission 20c

Travel at
BARGAIN
HOLIDAY RAILFARES

This year Union Pacific's low fares offer you the chance of a life-time to Go Home for Christmas—by train—cheaper than driving your car—faster—easier and far more comfortable. Here's approximately the basis for the bargain round trip holiday fares: In standard Pullman sleepers about 2c a mile and in Tourist sleepers, 1.7c a mile—in coaches, only 1 1/4c a mile, in each direction.

AND — LOOK AT THESE BARGAINS**Breakfasts ... 25¢**

Scrambled Eggs With Two Strips of Bacon, Hot Rolls or Bread, Coffee or Milk.

Luncheons ... 30¢

Baked Meat Loaf, Mashed Potatoes, Bread and Butter, Coffee or Milk.

Dinners ... 35¢**Oldest Citizen Goes to Final Reward**

Mrs. Susan Morris Buckwalter, 91, a handcart pioneer and American Fork's oldest citizen, died at her home here Friday of causes incident to old age.

Mrs. Turner was born in Redding, England, May 19, 1844, a daughter of Richard and Elizabeth Alexander Morris. The Morris family joined the L. D. S. church and emigrated to America, arriving July 4, 1856, and crossed the plains to Utah in the Jesse Murphy handcart company. As many others of the early pioneer groups, Mrs. Turner walked most of the way across the plains to Utah.

As a young woman, she was an expert candle-maker being able to turn out as many as 500 candles a day by the hand methods of production. She was always a friend to the Indians, especially the Indian mothers, and five papooses were born in her home.

She was married July 23, 1863, to John Edwin Buckwalter and came to American Fork to make her home. Mr. Buckwalter died in 1870, leaving her with three small children: John Edwin, Albert W., and Ellen S. Buckwalter. In 1875 she was married to Alfred Turner. To this union two children were born: Frank M. and Bertha E. Turner.

Surviving are the following children: Mrs. William T. Taylor, Lehi; Frank M. Turner, Spanish Fork, and Mrs. Frank Brecken, American Fork; 18 grandchildren and 25 great-grandchildren.

Funeral services were conducted Sunday at 2:30 p. m. in the Second ward chapel, Bishop Joseph H. Storrs conducting. The opening selection was by a double mixed quartet singing "Though Deepening Trials Throng the Way." Those singing were, West Hammond, Kenneth Robinson, Mrs. C. E. Young, Mrs. W. R. Halliday, Mrs. J. F. Noyes, Mrs. West Hammond, Glen Taylor and Raymond Monson, accompanied by Mrs. Lillian Booth. Prayer was offered by Leo T. Shelley.

Moral D. Steele sang "Oh My Father" followed by remarks by James H. Clarke, a former member of the Alpine stake presidency. Mr. Clarke spoke of his long acquaintance with the Turner family and of the splendid works of Mrs. Turner in the church organization, she being one of the active Relief Society workers for many years. Mrs. C. E. Young sang "Christian's Goodnight" and President Clifford E. Young spoke of the life time of Mrs. Turner as one of great opportunities. Having lived nearly a century, she lived during the time that the most progress has been made in invention and discovery, he said.

Closing remarks were made by Bishop Storrs who spoke of the hardships of the pioneers of the handcart companies but in view of this fact, Mrs. Turner was always cheerful and looking for the bright side of life. She took great joy in being with her children and doing her duty to the church. The quartet sang "Let The Lower Lights be Burning" and prayer was offered by Stephen T. Baker.

Interment was made in the American Fork city cemetery where the grave was dedicated by former Bishop James T. Gardner.

Funeral Services Conducted For**Chevrolet Company Seeking Oldest Chevrolet Car**

Chevrolet's one millionth car of 1935 production is to be presented to the owner of the oldest Chevrolet licensed and in regular use in the United States, and the cooperation of America's leading newspapers and every one of the 10,000 Chevrolet dealers has been enlisted to discover this car and its owner.

The one millionth Chevrolet built within the current year came off the assembly line at Flint, Mich., on Dec. 12, just eight days after Chevrolet produced its eleven millionth car since the beginning of the company. Presentation of this millionth car of the year—a 1936 Standard coach—will be made to the owner whose Chevrolet is discovered, between 10 and midnight Jan. 15, to be the oldest model licensed and in regular service.

It is specified that, to win, the old-timer Chevrolet must have been regularly licensed for operation during the current year, possessing its own 1935 license tags issued before December 1. It must, also, have been licensed as a passenger car and be equipped with a complete passenger car body. It must bear the original engine and chassis numbers, legible and unaltered.

To enter a Chevrolet for consideration, the owner need only drive to any Chevrolet dealer's salesroom and submit it for examination, receiving a blank on which he will report the engine and chassis numbers of the car to the Chevrolet Motor Company at Detroit, where the company's records will determine which is the very oldest in service.

W. E. Holler, vice president and general sales manager, in notifying dealers of the search for the oldest car, said that the presentation is intended as a New Year's gift as a reward for the driver whose good care and maintenance has enabled the very oldest Chevrolet to survive after many years of operation.

"Chevrolet is happy to present this 1936 model," said Mr. Holler, "because it feels that some recognition is due the owners of Chevrolets. Our achievement of a production totalling well over a million cars during the current year is to be credited largely to motorists who began purchasing Chevrolets years ago and have placed many repeat orders since then."

"I wish that I could have the thrill that is in store for the owner whose early Chevrolet—a car maybe 15 or 18 years old—will be supplanted by a 1936 model."

Although the presentation will be made as a New Year's gift, the time for submitting cars for consideration has been extended, to include Jan. 15, because of the short period between Dec. 12, the birthday of the millionth car of the year, and the first of the year. Announcement of the award will be made on or about Jan. 28 as soon as the records can be carefully studied to determine exactly who has the oldest Chevrolet in active service.

Plans Going Forward on President's Ball

C. A. Grant this week received his official appointment as chairman of the President's ball, with instructions for organization of a committee.

Special Ar

Each of the Sunday four wards Christmas programs for try morning, commencing regular Sunday School at 10 o'clock, to which all Sunday Schools are invited.

The first ward has a pageant directed by Iverson entitled "T Christmas." In the younger children, Santa of the nations is to be a colorful process.

Miss Helen Devey, department of the T, announces the following preliminary music, Ar Grace Parker on the Helen Devey accom and one-half minute Boley and John Wa from the kindergarten Harold Greening, Tea Brewer; duet, Eda ar by; story, Mrs. Ruby (solo, Cecil Ray Hans in Germany, Eli Clay

WHAT

In just a over a new lea And whether w page the record

For neat COLLEGE has Intermountain

Let us h achievement in

Note: U mitted only as them. Send in

L. D. S.

70 North Main

C
 AND

At The Age Of 89 Years

Mr. Alfred Turner, 89, resident of Lehi for the major portion of his life, died here Tuesday morning at the home of his son-in-law, Mr. Henry Sorenson, after a prolonged illness of five months, during which time he has been at the Sorenson home. He was born in Berkshire, England, November 22, 1838, and immigrated to this country with his wife Mary E. Keet Turner whom he married while crossing the plains at the age of 25. They settled in Lehi where they made their home until the death of Mrs. Turner about thirteen years ago, and since that time he has lived in American Fork with his second wife, Mrs. Susan B. Turner.

Mr. Turner was employed as section foreman of the railroad at the time the old Utah Central line went through Lehi and later was an employee of the Utah-Idaho Sugar Company. He was a man of fine character, high principle, sweet spirited, and generally loved by all who knew him.

Surviving Mr. Turner are his widow, Mrs. Susan B. Turner, of American Fork, and the following children: James J. Turner of Independence, Missouri; C. A. Turner and Mrs. Mary E. Yates of Lehi; Frank Turner of Spanish Fork; and Mrs. Bertha Knox of Salt Lake.

Glen Sykes Purchases Cobblestone Service

Glen Sykes has purchased his position at the American Fork coop and will be the controller of the same. He will be in the office of the coop.

Mrs. Anna L. Danks, Mrs. Charles L. Danks, Mrs. Paul Greenwood, Mrs. Boley, Mrs. Sarah B. Olsen, Mrs. E. M. Paxman of Provo, and others being a special invited guest.

HIGHLAND NEWS

Mr. Frackrell and family Granger is moving in the Walker home.

A Relief Society social was held at the school building Tuesday in honor of Mrs. George Miller, who was recently released as president of the organization. Lunch was served. Most enjoyable time was reported.

Miss Elvie Myers of Provo, who spent the past three weeks here with her mother, returned to her home Wednesday.

D. H. Adamson and E. H. Adamson motored to Heber Thursday and spent the day attending to business.

Little Miss Afton Adamson had the misfortune to run a runner in her knee Monday evening. She was taken to a physician Tuesday morning where she received a serum treatment to prevent locking.

Boyd Adamson, who was injured in an automobile accident two weeks ago, is able to attend school. He who was also injured, is doing as well as can be expected.

A number of people from Highland were the guests of Mrs. R. J. Sunday afternoon and evening. They enjoyed the entertainment over the radio.

Mrs. Canara Ferguson of Provo, who spent last week in Highland, is now in the hospital at Provo.

DATE MICROFILMED	
1 June 87	
ITEM # 4	
PROJECT and	G. S.
ROLL #	CALL #
XLJB 7-102	1320514
N 2438	

John Edwin
BUCKWALTER SR.
 Family and Descendents
 1834 - 1979

Including a brief ancestral history.

by
 Kevin Buckwalter
 © 1979

GENEALOGICAL DEPARTMENT
 CHURCH OF JESUS CHRIST OF
 LATTER-DAY SAINTS

115/CAM
 929.273
 11
 2821

History of John Edwin Buckwalter Sr.

John Edwin Buckwalter, son of Sarah Shuler Buckwalter and John Buckwalter, born June 30, 1834, at Westnantmeal, Chester Co., Penn. When a little over seven years old, his father died. His mother became convinced of the truth of the Gospel which her husband had accepted and in the year 1841, she joined the Church. His mother began to make preparations to gather with the Saints, the main body being in Nauvoo. So, in 1842, they emigrated to Nauvoo, where John Edwin was baptized that same year, being eight years of age.

During the next two years, persecution increased, finally culminating in the martyrdom of the Prophet Joseph and his brother Hyrum. It is very likely that the boy heard the Prophet as he spoke to his people in their open air meetings. How he must have thrilled when he heard the Prophet's voice. When John Edwin reached the age of ten, he must have shared the sadness that enshrouded Nauvoo when they learned of the death of their beloved leader.

During the early part of 1846, the boy saw most of the Saints leave Nauvoo. But having no father to outfit them with the necessities of travel, they were forced to remain. John Edwin was, by this time, twelve years old and his brother Henry, 15.

By September 1846 the mob would no longer allow even the widows and children to remain. Twenty-five hundred men driving them from their homes must have caused the boy to sense greatly the responsibility of caring for his mother and sisters.

When camping in the thickets along the banks of the Mississippi, John Edwin must have rejoiced in the kindness of God who sent them food in their time of trial. Reaching out to pick up quail, tame enough to come so near, would increase his faith in his Heavenly Father.

With the approach of winter, the family decided to go to St. Louis, where Henry and John Edwin obtained work. Henry worked at the printing office for about a year, then for a farther as a chore boy, and finally delivered newspapers, earning 20 to 25 cents a week. John Edwin worked at a printing office, so that between the two they outfitted quite a fine outfit for their trip westward. It took almost six years for them to earn sufficient money to do this, getting an outfit sufficiently strong to take them on their journey across the plains.

In 1852 President Brigham Young called upon the Saints, scattered about in Missouri and Iowa, to come to Utah. Obeying this counsel, Sister Buckwalter and her family went to Council Bluffs, Iowa, where arrangements were being made to assist the Saints to their Rocky Mountain home. The company left Winter Quarters May 27, 1852, crossed the Mississippi River, and on the 31st of May were organized for traveling and started on their way.

They crossed the plains in Captain James W. Bay's ox train, the first of the season of emigration. John Edwin, now 18, probably drove one of his mother's wagons while Henry drove the other. They arrived in Salt Lake City the 13th day of August, 1852, their journey taking them more than two months.

Writing to President Brigham Young under the date of August 4, 1852, Captain Edwin said, "Brother Buckwalter's folks are along." It was the custom of the officials at Council Bluffs to place widows and their families in the special care of the Captains of Companies because of the lack of their natural protectors. Since the Buckwalter family arrived in Salt Lake two days earlier than the main company, it is very likely that they were taken care of by the Captains of Companies sent out to assist the emigrants in.

Arriving in Salt Lake, a city lot was purchased in the ninth ward. Henry and John Edwin started hauling logs from the mountains for a home in January 1853, and having a good house built and moved into by spring time. The same spring, the two brothers purchased

History of John Edwin Buckwalter Sr. con't.

acre farm in American Fork. John Edwin, living in Salt Lake at the time of the laying of the cornerstone of the Salt Lake Temple, probably along with his family, witnessed this event. Henry went east, leaving Salt Lake on the 4th of Sept. 1854, to see about settling his grandfather's estate, and was gone about a year. During this time Edwin had moved his mother and sisters to the farm in American Fork.

Soon after Henry's return home, he and his brother began making adobes for their new home which they completed in the fall of 1855. It was during the summer and fall of this year that grasshoppers in countless millions made their appearance, eating up and destroying almost all the grain, hay and vegetable crops. The work on the new home must have been delayed by the grasshopper hordes which were fought for weeks at a time, so that a small portion of the crops might be saved.

Henry says, "Through great economy and the protecting arm of the Almighty God, our possessions were preserved from starvation. As for myself and my family, I can say that we went to bed hungry, got up hungry, and went to work and to the driving of the grasshoppers hungry."

About the 5th of October, 1857, Edwin was called as one to proceed to Echo Canyon immediately, to remain for the winter to assist in checking the armies march, to keep them out of the mountains until spring. This was satisfactorily accomplished.

On the 27th of May, 1857, John Edwin was ordained a Seventy. Sometime in the month of May or June, 1858, our brethren were withdrawn from Echo Canyon, and the army permitted to march forward. They marched through the city to the other side of the Jordan very peacefully, not molesting any person or anything.

John Edwin was called to Camp Floyd where he was building a trench. He had hold one end of a pole. The man who was holding the other end let it fall, hitting Edwin in the head. But he told no one about it until years later.

In the spring of 1862, John Edwin was called to go as teamster with Captain Joseph Horn's company to the Missouri River to assist in bringing the emigrating Saints of that year to the valleys. Responding to that call, he started from home early in the April of this year, leaving home again, the last of September.

On the second of July 1863, John Edwin and Susan Morris were united in marriage. Their home in the field not being finished, they stayed at his brother Henry's for a time.

There was a two room adobe house. There was a shed and a granary. The floor of the house was later taken to town and used as flooring for the two back rooms. Not far from the house was a big spring where mother used to put butter and milk.

Edwin had a span of beautiful black colts. Brigham Young Jr. wanted to buy them, offering \$500.00 for them. Not wishing to sell them, Edwin refused his offer. Later when he went to the cedars to get a load of wood, one of the colts got a splinter in his foot. The colts were finally sold for less than two hundred.

Once when Ed was gone, Sue was picked up by a big stallion and tossed over in the wheat field. Upon coming home, Ed said, "Where is Sue?" He saw the milk pail and knew she must have been milking the cow. Looking over the eight panel fence made of poles he discovered her lying there. Her shoulder was hurt and she was badly scratched.

Edwin made preparations to go to Salt Lake with a load of hay. His wife Susan wanted to go but he told her it wasn't safe. She said, "All right." Then getting her clothes ready, he climbed on the wagon and hid under the hay. At the point of the mountain, the wagon started to tip. Ed got off the wagon to brace the wheels. Looking up he discovered Sue. He wanted her to go back, but she said she wanted to see her mother. He said, "Sue, why didn't

History of John Edwin Buckwalter Sr. con't

you tell me? You might have been killed."

Joe and Charley Miller worked for him. Rob Morris and Henry Wickel lived with helping him mow hay, reap grain, etc. Rob often told of Uncle Ed reaping grain with a cr. Never had he seen anyone else who could do it so perfectly.

With a life so full of varied experiences, Edwin had a wealth of exciting stories to Joe Robinson said that he and Joe and Jake Greenwood made quaking asp chairs to s while they listened to "Father" tell stories.

When John was a baby, Mother was cutting wood. As she was going to put the a the block, she cut her foot lengthwise. Father pulled it out, carried her into the house sent for Whittaker to sew it up.

Old man Norman lived across the field from Father's farm. The Indians came as where Father was. Mother told them he was up town. They got on their war paint, beat tom-toms, and surrounded the house. They saw a man on horseback coming, so they cutting across the field to Norman's house. The dogs howled in the house and the Ind hooted. The man came, frightening the Indians away. They watched all night, and fir Father came home after the Indians had left.

Another night Father was in Salt Lake with a load of hay. The Indians came as where he was. Mother told them he was uptown getting a load of hay. Father came h during the night. When he got up the next morning, he found that the Indians had loaded hay on their ponies and gone away.

Father's share of his grandfather's estate was brought to him by Bishop Hunter. With hundred dollars that he received the second Chater Oak stove was purchased in Amer Fork. Grandmother Buckwalter had one which she brought across the plains.

Father, with several others, went to West Canyon to get wood. As it was very cold, decided to use a short cut across the ice. The other wagons reached the other side safely, just as Father neared the bank, there was a loud crack as the ice broke. Luckily, the w was not very deep, and he was able to cross without losing even a stick of wood.

Father was called to help fight in the Black Hawk War. He had not been gone a w when the Indians became so troublesome at home, word was sent for him to return. He Wickel, only a boy, was sent in his Uncle's place, using all Father's supplies.

Father was a good looking man, standing straight and tall. He was a splendid wor and was well liked by everyone. From what I have heard, his son Albert resembled him.

When Nellie was a month old, Father went to Salt Lake often. Once while he was go two older buck Indians and a young one came to the house wanting bread. Her mother them she had nothing but corn bread. The old buck wanted something else, so he slip around back of Mother to see what he could find. She hit him over the head with a stick which the two bucks laughed. Mother was frightened then, but he didn't strike her. When told father, he said, "Oh Sue, don't do it again. He might have killed you. We are so far a from anyone."

The night before I was born, a squaw came wanting to know if she might stay. She given permission by Father. Her papoose was born that night and the next morning she on her way.

Father had been to Salt Lake where he had sold grain and brought back what needed. He had matches, ammunition, bullets, and cartridges in the table drawer by stove. Underneath the chimney was the couch where Rob slept. That night Rob went Uncle Henry's with the cows. He said, "Rob, you had better stay here tonight, as we

History of John Edwin Buckwalter Sr. con't

g to have a terrible storm."

In the night, terrific thunder and lightning struck the north end of the house, breaking chimney, and tearing down part of that end of the house. The brass kettle was broken, its handle and the windows were shattered. The table was sent across the floor to the bedroom. Next, the baby, couldn't be found. It was so dark, they couldn't see anything. At last he discovered under the mattress, not hurt in the least. Grandmother Morris visiting her daughter Susan, experienced this exciting scene.

Fortunately not a bullet exploded, or there would have been no one left of the little household. The family spent the rest of the night in the granary.

Some time after Nellie was born on November 23, 1867, Father began to feel the effects of his accident at Camp Floyd. For fifteen months he was sick. He was taken to Fort Douglas where there were good doctors, but they could do nothing for him. He tried to work as long as he could, but finally laid up. He was in such pain that a month before he died he couldn't lie down but was propped up in a big arm chair in which he died.

He used to put Nellie in a chair in front of him so he could talk to her.

One night there were five doctors at the house and a noted doctor from New York. As another passed Father, he held out his hand for some medicine that would bring him relief. He gave him a tiny vial which he swallowed. The doctors seeing what he had taken, said, "You have killed him." But they found it relieved him, causing the poisonous substances from his body to escape, as the green gangrene had gone all through his system.

Henry saw in a dream his daughter Sarah and his brother Edwin die. This was in 1866, a month before she died. He said the dream was literally fulfilled when Edwin died the 15th of February, 1870. Henry says, "My brother Edwin died at American Fork from pleurisy and from an abscess of the stomach."

When Father died, Aunt Mary Harwood took three days to come from Salt Lake by ox team. There were stables and inns at various places along the road, Uncle Alva Green operating one. Aunt Mary just got to the field in time for the funeral.

Joe Miller said that there was such a severe snow storm that the road from the field to the cemetery had to be cleared before the funeral cortege could pass. He helped clear the road.

Father left forty acres of land, with sheep, cattle and colts. Mother sold calves and colts, and purchased the land in town, as she no longer cared to remain in the field with her three small children.

History of Susan Morris Buckwalter Turner

Susan Morris was born at Vernham, Hampshire, England, May 19, 1844, being daughter of Elizabeth Alexander, who was born at Vernham, Hampshire, England Richard Morris of Newbury, Berkshire, England.

Her mother was well educated, having been born of wealthy parents who sent her to London to attend school because of the poor schools in her home town.

Mr. and Mrs. Morris lived in a large two story house in Boxford and to them were born nine children, four boys and five girls, all of whom lived to maturity. Three of the oldest girls, Lizzie, Maria and Annie, when very young, left home and went to London to work as nannies. The boys, Joe and Richard, were bootfitters, receiving five pence a day for their work. Their father was also an excellent bootfitter and shoemaker in Boxford.

Susan was the eighth child and her parents not being rich, she, as well as the other children worked out. As young as eight years of age, Susan went to a lace makers home in Boxford to tend her two children. As the mother worked all day, Susan was obliged to leave home early and come home late, often wading in snow up to her knees. Susan carried with her a chunk of bread which was her dinner and the children had a bowl of mush for their dinner, for they were very poor. For this work, Susan's mother received a shilling a week.

President John Taylor and Elder Williams were the first Elders to go to England. Susan's family belonged to the Church of England, but after meeting these Elders, the two older boys became interested in the Gospel and went with them to deliver tracts and help with the street meetings. Mrs. Morris was also interested, but her husband objected to her attending meetings. Without his knowledge, she went when she could and when he was away the Elders visited at the home. Finally, the mother and children were baptized.

Richard, the oldest boy, was well known and well liked, so he traveled about with the Elders, introducing them to the people, letting them know that these men were friends, not enemies. He was gone for three months and when he returned, he contracted typhoid fever but his father refused to allow the Elders to enter the home. Infection settled in his right leg. Three doctors were called, but could give no help unless the leg was cut. Due to the faith of Richard and his mother, the Elders were called and came on the sly as Richard refused to have the operation. Each Saturday his mother had a baking day, so Susan was sent upstairs to stay with Richard until the bread was ready to come out of the oven. When his soup was brought up Richard said, "Tell Mother I'm going to sleep." As he slept, Susan sat on the stairs nearby, watching him. Later he awakened and said, "Susie, tell Mother to come up." His mother became so alarmed, she hurried up the steps, stepping to the opposite side of the stairs from where Susie was. Then he said, "Mother I'm well. If you don't believe it, come and touch off the bedclothes." She did so and he lifted his leg and whirled it around and said, "The Elders came and blessed my leg." On Sunday he got up and went down to dinner, surprising his father who believed it to be a case of some evil mischief.

After this incident, Richard wanted to go to Zion and President Taylor thought it best. Some valuable pictures and pieces of furniture were sold and enough money was obtained to bring the two boys to the United States. One year later, other household goods were sold and the father, mother and four children sailed for America, reaching New York, July 4, 1851. The boat sailed on was called the "Tuscarora."

While living in New York, Susan cared for the two year old son of Charles Savage, a well known photographer of Salt Lake City. She also cared for the small son of Thomsen.

History of Susan Morris Buckwalter Turner con't.

oklyn who went on a trip to Montreal, taking her with them for the summer. There, she had her first experience of farm life, tasting honey from the honey comb and watching the bees. She returned to New York to find her family making preparations to come to Utah.

One brother, Robert, stayed in Williamsburg, New York. Also her sister Lizzie married and remained there. A brother, William A., stayed in Philadelphia and married six months before the family came to Utah. Two years later, after her husband died, Lizzie came to Utah. The father returned to England where he lived for a number of years. He married again and two daughters were born.

The rest of the family came west. They left New York in a Prairie Schooner. In Omaha they secured a horse and wagon. When crossing the water they crossed on a ferry. About twenty persons belonged to the New York Branch of the Church. They secured 40 wagons. The winter of 58 was spent in Council Bluffs where the Morris wagons were well loaded with supplies such as leather, etc., and food enough to last a month after reaching Utah. They also secured oxen and a cow. They came in Jesse Murphy's train, he being the captain. They had two wagons, Richard and his wife driving one and his mother and Joseph driving the other. The children walked part of the time, pushing and pulling a hand cart with long shafts.

One interesting experience Susan had while crossing the plains happened on the other side of Ft. Bridger, Wyoming. One afternoon men were seen coming who were thought to be soldiers from Ft. Bridger. Murphy ordered the women in the wagons. The cattle were stalled in. All were ordered to eat whatever they had before it became dark. Soon five hundred Indians with scalps, and all bloody, appeared on the scene. They had been fighting and were hungry, so all the cooked food was given to them. Guards were placed around the camp for three days and nights. All was well until a nine year old child stepped outside the wagon and was grabbed by the Indians, tied to a horse's tail and dragged off. She could not be saved by the men but they were able after that to go on their way.

After arriving in Salt Lake, Susan and her family went into the fields and gleaned enough wheat for flour for the winter. This was ground in Brigham's mill which was then where Liberty Park now is.

George Q. Cannon lived with Grandmother Morris in New York and so when a visit was made to his home, the family was welcome. Mr. Cannon secured work for Susie caring for Mary Lyman's baby while he was on a mission. Mrs. Lyman was living with Mrs. Woodruff in the 10th Ward and the baby had to be taken to be nursed to Mrs. Snow where she lived in the 14th Ward. Susie was about 16 years of age and this was her responsibility. For her mother Lyman, made a pretty blue "Kiss Me Quick" or head covering resembling a Quaker bonnet. Of this she was surely proud, being the first one she had ever had. While living at Mother Lyman's, Susan had her endowments done.

Susan's mother lived at this time in a log cabin of Bishop Pettigrew's in the 10th Ward. The Bishop wanted her to start a school, so books were secured from the old folks, and Frank Johnson of the 19th Ward made the benches with the help of two others and then came to school at night. Grandma Morris taught all winter and Mary, Susan's youngest sister, tended Pettigrew's baby for 5c an hour or for cornmeal for bread.

When Susan left Lyman's she was about 19 years old. She then went to work for one of Brigham Young's wives who had a new baby. Later she worked at Hailstone's for two years. There she made 500 candles a day. Tallow was brought from the butcher shops by wagon loads. This she chopped into pieces the size of an egg and placed in a 5 to 6 gallon kettle. When the fire was made under it and the tallow was rendered out and stirred with a stick until

History of Susan Morris Buckwalter Turner con't.

it melted. Rushes were used as wicks and she then poured the tallow into a 50 light can frame having big holes, $\frac{1}{2}$ to $\frac{3}{4}$ of an inch in the gutter. Later a long handled dipper was secured for her which made the work easier, but when more frames were secured, she was expected to make 1000 candles each day. She quit the job.

She met Edwin Buckwalter during a conference session while he was camping on mother's lot. Two years later they were married on July 23, 1863 by Bishop Pettigrew in mother's house. Nearly a year later, with a group of young couples, they returned to Lake from American Fork and were married in the Endowment House. To this union three children were born. John, Albert and Nellie Buckwalter.

On the 24th of July, the couple moved to American Fork. They lived with Grandmother Buckwalter for three months until their home was finished. She gave Susan a crazy quilt, a feather pillow and Grandmother Morris gave her some chairs and a buffalo robe. The home was built down in the grassland south of town. To get to it they crossed the creek with water up to the hubs of the wagon wheels. In this house, the bed was made with a pile of straw placed in a corner and the buffalo robe thrown over it. From Grandfather Buckwalter's estate, Bishop Hunter gave them \$100.00 with which they secured the first stove that was in American Fork with the exception of a No. 6 charter oak stove brought by Grandmother Buckwalter across the plains.

During a lightning storm the house was hit and the adobes were blown out at the end of the house.

In November 1868, Edwin, her husband took sick and died in 1870 after a sickness of six months, leaving her a family of three small children to raise.

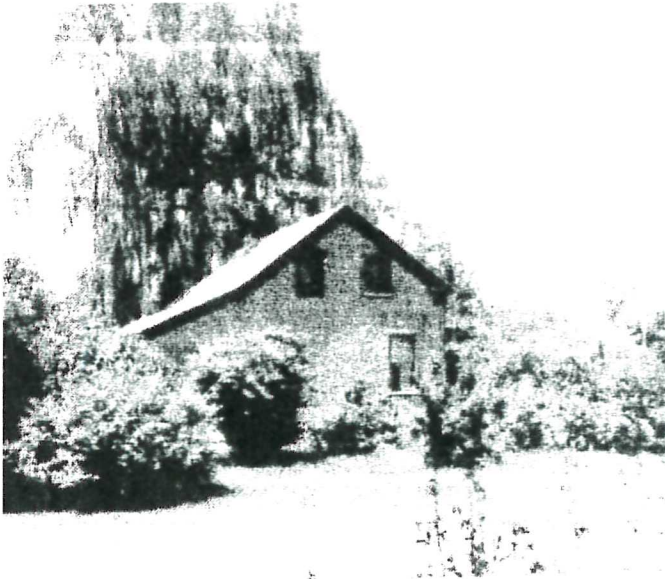
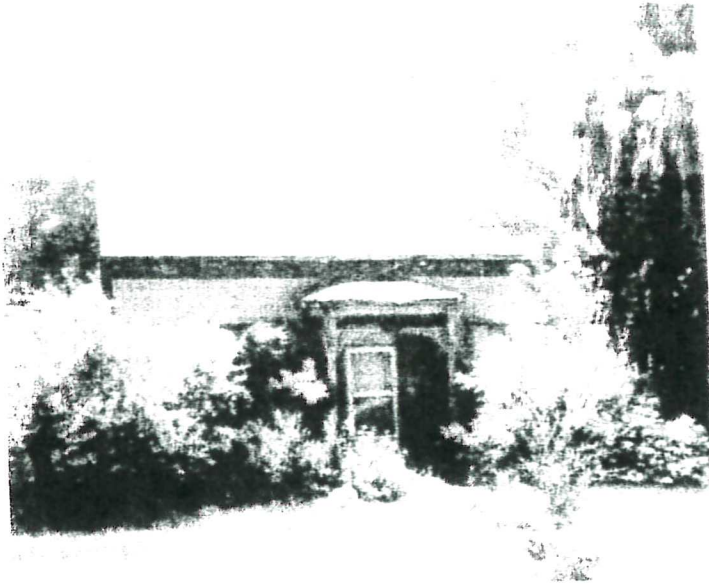
Susan lived with her family in the field for a short time, then she sold two calves and a pony for \$50.00. With this she bought a lot in town where she moved the log cabin from the field and lived in it while building four rooms of the house she used to live in. Later, from the adobes of the field house, two more rooms were added to the house and it now stands as it was then built.

Susan had many experiences with the Indians. Twice papooses were born in her home and once alone Indian bucks surrounded her home, and though no one was hurt, the next morning all the hay had been taken.

In 1875 she married Alfred Turner and two children, Bertha and Frank, were born to them. She reared all five children to maturity.

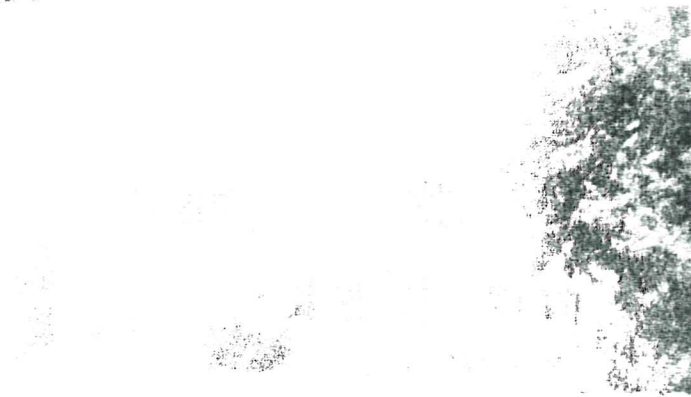
Alfred Turner died October 14, 1927, and Susan died 15 December 1935 at the age of 91 years, 7 months, and 4 days.

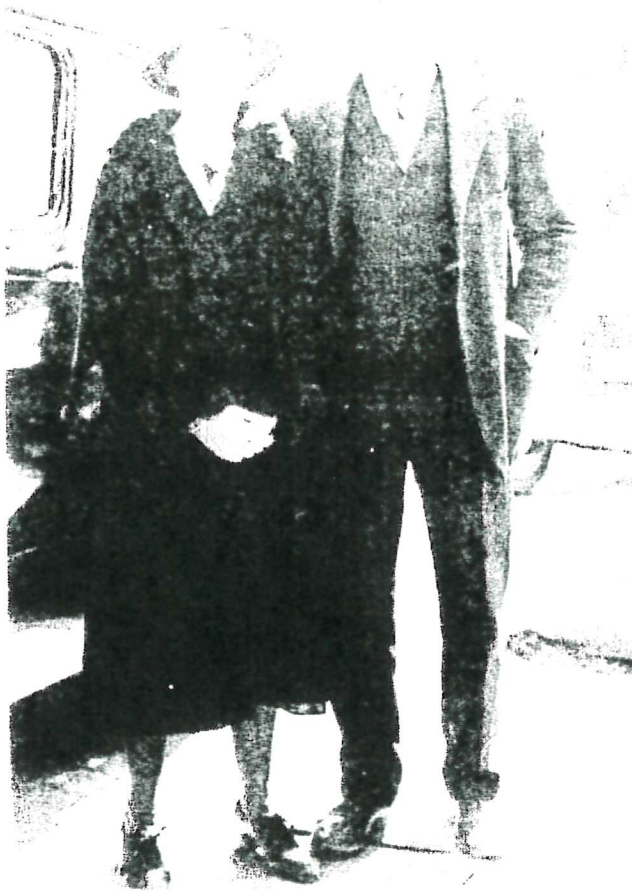
*Buckwalter adobe home
in American Fork*



*East side
of the house*

*Sarah Shuler's
house*





*John Edwin Buckwalter Jr.
&
Ellen Susan Buckwalter*



Susan Morris



.-Susan Morris
 -Margaret Buckwalter
 hn Edwin Buckwalter Jr.
 llie Buckwalter

Four
 Generation
 Photo



John Edwin Buckwalter Jr.
 Susan Morris



Eliza Wild



b.r.-Alfred Turner
 t.r.-Jennie Bertha Taylor
 Susan Morris

Family Group Record

FamilySearch™ Ancestral File v4.19

Search Results | Download GEDCOM

Husband's Name

John Edwin BUCKWALTER (AFN:1R1L-BW)

Pedigree

Born: 30 Jun 1834 **Place:** Westnantmeal, Chester, Pennsylvania
Died: 14 Feb 1870 **Place:** American Fork, Utah, Ut
Buried: 17 Feb 1870 **Place:** American Fork, Utah, Utah
Married: 23 Jul 1863 **Place:** Salt Lake City, Salt Lake, Ut

Father: John BUCKWALTER (AFN:1R1L-06)**Mother:** Sarah SHULER (AFN:1R1L-1C)

Family

Wife's Name

Susan MORRIS (AFN:4FZG-KV)

Pedigree

Born: 19 May 1844 **Place:** Newbury, Hants, Eng
Christened: **Place:** Newbury, Hants, England
Died: 15 Dec 1935 **Place:** American Fork, Utah, Ut
Buried: 18 Dec 1935 **Place:** American Fork Cm, American Fork, Utah, Utah
Married: 23 Jul 1863 **Place:** Salt Lake City, Salt Lake, Ut

Father: Richard MORRIS (AFN:CNXG-QC)**Mother:** Elisabeth ALEXANDER (AFN:2SQW-6Q)

Family

Children

1. Sex Name

M Albert William BUCKWALTER (AFN:270C-63)

md Martha Elizabeth Bree / 1847

Pedigree

Born: 16 Jan 1866 **Place:** American Fork, Utah, Ut
Died: 11 Sep 1929 **Place:**
Buried: 11 Sep 1929 **Place:**

2. Sex Name

M John Edwin BUCKWALTER (AFN:270B-S2)

md Eliza WILD 1842 Martha

Pedigree

Born: 19 May 1864 **Place:** American Fork, Utah, Ut
Died: 31 Oct 1935 **Place:** American Fork, Utah, Ut
Buried: 3 Nov 1935 **Place:** Am.fork Cemetery, American Fork, Utah County, Utah

3. Sex Name

F Ellen Susan BUCKWALTER (AFN:270C-78)

md William Leonard Bree / 1847 Martha

Pedigree

Born: 23 Nov 1867 **Place:** American Fork, Utah, Ut
Died: 19 Jul 1942 **Place:** Lehi, Utah, Ut
Buried: 23 Jul 1942 **Place:** Cemetery Lehi, Utah, Ut



© 1999-2005 by Intellectual Reserve, Inc. All rights reserved. English approval: 3/1999
 Use of this site constitutes your acceptance of these Conditions of use that updated
 2/22/1999 Privacy Policy (last updated: 3/17/2006) 29
<http://www.familysearch.org> v2.5.0

[About Us](#) | [Contact Us](#) | [Press Room](#)
[LDS Church Sites](#) | [LDS Country Sites](#)

Attachment: 2. Application (Collings Zoning)

Family Group Record

Search Results | Download GEDCOM

FamilySearch™ Ancestral File v4.19

Husband's Name

Alfred TURNER (AFN:50Z8-Z8)

Pedigree

Born: 20 Feb 1840 **Place:** Studham, Herts., Eng
Died: 11 Oct 1937 **Place:** Lehi, Utah, Ut
Buried: 14 Oct 1927 **Place:** Lehi Cemetery, Lehi, Utah, Ut
Married: 22 Feb 1875 **Place:**

Father: Bartle TURNER (AFN:B2LP-1D)

Mother: Sarah PAGE (AFN:50Z8-B0)

Family

Wife's Name

Susan MORRIS (AFN:4FZG-KV)

Pedigree

Born: 19 May 1844 **Place:** Newbury, Hants, Eng
Christened: **Place:** Newbury, Hants, England
Died: 15 Dec 1935 **Place:** American Fork, Utah, Ut
Buried: 18 Dec 1935 **Place:** American Fork Cm, American Fork, Utah, Utah
Married: 22 Feb 1875 **Place:**

Father: Richard MORRIS (AFN:CNXG-QC)

Mother: Elisabeth ALEXANDER (AFN:2SQW-6Q)

Family

Children

1. Sex Name

M Frank Morris TURNER (AFN:2J4J-39)

md Pauline A. Johnson 1904 Colorado

Pedigree

Born: 2 Jan 1876 **Place:** American Fork, Utah, Ut
Died: 4 Dec 1958 **Place:** Payson, Utah, Ut
Buried: 8 Dec 1958 **Place:** Payson, Utah, Utah

Wid in Springdale, Utah, 1904

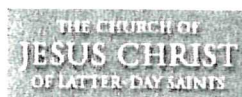
2. Sex Name

F Bertha Elizabeth TURNER (AFN:2J4J-4G)

md Francis Joseph Erickson 1930 SL

Pedigree

Born: 15 Oct 1880 **Place:** American Fork, Utah, Ut
Died: 24 Jul 1956 **Place:** Provo, Utah, Utah
Buried: **Place:** American Fork, Utah, Utah, American Fork Ce



© 1999-2005 by Intellectual Reserve, Inc. All rights reserved. English approval: 3/10/99
 Use of this site constitutes your acceptance of these Conditions of Use, last updated
 3/23/1999. Privacy Policy, last updated: 3/27/2005. 27
<http://www.familysearch.org> v2.5.0

About Us | Contact Us | Press Room
 LDS Church Sites | LDS Country
 Sites

Attachment: 2. Application (Collings Zoning)

✓ Inquiries numbered 7, 10, and 17 are not to be asked in respect to infants. Inquiries numbered 11, 12, 15, 16, 17, 19, and 20 are to be answered (if at all) merely by an affirmative mark, as /.

Page No. 20 }

SCHEDULE 1.—Inhabitants in American Fork, in the County of Utah, State
of Utah, enumerated by me on the 27 day of August, 1870.
Post Office: American Fork Amos Applegate, Asst Marshal.

Department, Bureau, or Unit (Print Name)		1
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		
37		
38		
39		
40		

Page No. 12

Inquiries numbered 7, 10, and 17 are not to be entered in respect to infants. Inquiries numbered 11, 12, 13, 18, 19, and 20 are to be answered (if at all) merely by an affirmative mark, as /.

SCHEDULE 1. Inhabitants in Salt Lake City, in the County of Utah, State of Utah, enumerated by me on the 30 day of August, 1870.
 Post Office: Salt Lake City Amos Applegate, Asst. Marshal.

1	2	3	4	5	6	7	8		10	11		13	14	15		17	18	19		20
							Value of Real Estate	Value of Personal Estate		Place of Birth, whether State or Territory of U. S.; or the Country, if of foreign birth.	Whether deaf and dumb, idiot, lunatic, or insane.			Whether married.	Whether single.					
1	Griffiths John	2	18	18	18	at home			Utah	/	/									
2	David	2	18	18	18	at home			Utah	/	/									
3	90 89 Hirsch David	25	18	18	18	laborer			Wales	/	/									
4	" Margaret	17	18	18	18	at home			Wales	/	/									
5	" David	2	18	18	18	at home			Utah	/	/									
6	91 90 Brown John	57	18	18	18	farmer	300	250	Scotland	/	/									
7	" Mary	52	18	18	18	at home			Scotland	/	/									
8	" James	18	18	18	18	at home			Scotland	/	/									
9	92 91 Andrew John	48	18	18	18	laborer			England	/	/									
10	" Emma	48	18	18	18	at home			England	/	/									
11	" George	22	18	18	18	laborer			England	/	/									
12	" Harry	16	18	18	18	at home			England	/	/									
13	" Heber	15	18	18	18	at home			England	/	/									
14	" William	13	18	18	18	at home			England	/	/									
15	" Sarah	11	18	18	18	at home			England	/	/									
16	" Julia	10	18	18	18	at home			England	/	/									
17	" Annie	7	18	18	18	at home			England	/	/									
18	" Frank	6	18	18	18	at home			England	/	/									
19	" Herbert	5	18	18	18	at home			England	/	/									
20	" John	2	18	18	18	at home			Utah	/	/									
21	" Leticia	1	18	18	18	at home			Wales	/	/									
22	93 92 Howe John	28	18	18	18	laborer			England	/	/									
23	" Annie	26	18	18	18	at home			Wales	/	/									
24	" Edwards	4	18	18	18	at home			Pennsylvania	/	/									
25	" Annie	4	18	18	18	at home			England	/	/									
26	94 93 Davis James	50	18	18	18	laborer			England	/	/									
27	" Jane	46	18	18	18	at home			England	/	/									
28	95 94 Turner Alfred	31	18	18	18	laborer			England	/	/									
29	" Mary	32	18	18	18	at home			England	/	/									
30	" James	5	18	18	18	at home			Utah	/	/									
31	" Sarah	3	18	18	18	at home			Utah	/	/									
32	" Charles	7	18	18	18	at home			England	/	/									
33	96 95 Coover George	39	18	18	18	farmer			England	/	/									
34	" Mary	39	18	18	18	at home			Wales	/	/									
35	" Florence	15	18	18	18	at home			Wales	/	/									
36	" Helen	11	18	18	18	at home			Wales	/	/									
37	" Alma	9	18	18	18	at home			Wales	/	/									
38	" Mary	7	18	18	18	at home			Wales	/	/									
39	" Amelia	5	18	18	18	at home			Utah	/	/									
40	" Sarah	2	18	18	18	at home			Utah	/	/									
No. of dwellings, 7. No. of white females, 16. No. of males, foreign born, 19. No. of males, 40. No. of females, 40. Total, 80.																				

TWELFTH CENSUS OF THE UNITED STATES.

B

SCHEDULE No. 1.—POPULATION.

 Supervisor's District No. 273 Sheet No. 33
 Enumeration District No. 154

 Township or other division of county American Fork Creek Name of Institution, _____
 Name of incorporated city, town, or village, within the above-named division, American Fork City
 Enumerated by me on the 18 day of June, 1900, John H. Patton Enumerator. Ward of city, 3

LOCATION		NAME		RELATION	PERSONAL DESCRIPTION										NATIVITY			CITIZENSHIP	OCCUPATION, TRADE, OR PROFESSION		EDUCATION			PREVIOUS IN MIL.	
IN	OUT	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22		
		of each person when placed of residence in 1914 and was in this family.			DATE OF BIRTH		SEX		RACE		HEIGHT		WEIGHT		PLACE OF BIRTH OF THIS PERSON		PLACE OF BIRTH OF FATHER OF THIS PERSON		PLACE OF BIRTH OF MOTHER OF THIS PERSON		EDUCATION		PREVIOUS IN MIL.		
		Name, occupation, trade, or profession, and other remarks.			Month		Year		Color		Feet		Inches		State or Territory		State or Territory		State or Territory		Years of school		Years of college		
		Name, occupation, trade, or profession, and other remarks.			Month		Year		Color		Feet		Inches		State or Territory		State or Territory		State or Territory		Years of school		Years of college		
1		Barnes, Walter	Head	25	M	W	5' 10"	175	Utah	Utah	Utah														
2		Edwards, P. J.	Head	25	M	W	5' 10"	175	Utah	Utah	Utah														
3		Edwards, P. J.	Head	25	M	W	5' 10"	175	Utah	Utah	Utah														
4		Edwards, P. J.	Head	25	M	W	5' 10"	175	Utah	Utah	Utah														
5		Edwards, P. J.	Head	25	M	W	5' 10"	175	Utah	Utah	Utah														
6		Edwards, P. J.	Head	25	M	W	5' 10"	175	Utah	Utah	Utah														
7		Edwards, P. J.	Head	25	M	W	5' 10"	175	Utah	Utah	Utah														
8		Edwards, P. J.	Head	25	M	W	5' 10"	175	Utah	Utah	Utah														
9		Edwards, P. J.	Head	25	M	W	5' 10"	175	Utah	Utah	Utah														
10		Edwards, P. J.	Head	25	M	W	5' 10"	175	Utah	Utah	Utah														
11		Edwards, P. J.	Head	25	M	W	5' 10"	175	Utah	Utah	Utah														
12		Edwards, P. J.	Head	25	M	W	5' 10"	175	Utah	Utah	Utah														
13		Edwards, P. J.	Head	25	M	W	5' 10"	175	Utah	Utah	Utah														
14		Edwards, P. J.	Head	25	M	W	5' 10"	175	Utah	Utah	Utah														
15		Edwards, P. J.	Head	25	M	W	5' 10"	175	Utah	Utah	Utah														
16		Edwards, P. J.	Head	25	M	W	5' 10"	175	Utah	Utah	Utah														
17		Edwards, P. J.	Head	25	M	W	5' 10"	175	Utah	Utah	Utah														
18		Edwards, P. J.	Head	25	M	W	5' 10"	175	Utah	Utah	Utah														
19		Edwards, P. J.	Head	25	M	W	5' 10"	175	Utah	Utah	Utah														
20		Edwards, P. J.	Head	25	M	W	5' 10"	175	Utah	Utah	Utah														
21		Edwards, P. J.	Head	25	M	W	5' 10"	175	Utah	Utah	Utah														
22		Edwards, P. J.	Head	25	M	W	5' 10"	175	Utah	Utah	Utah														
23		Edwards, P. J.	Head	25	M	W	5' 10"	175	Utah	Utah	Utah														
24		Edwards, P. J.	Head	25	M	W	5' 10"	175	Utah	Utah	Utah														
25		Edwards, P. J.	Head	25	M	W	5' 10"	175	Utah	Utah	Utah														
26		Edwards, P. J.	Head	25	M	W	5' 10"	175	Utah	Utah	Utah														
27		Edwards, P. J.	Head	25	M	W	5' 10"	175	Utah	Utah	Utah														
28		Edwards, P. J.	Head	25	M	W	5' 10"	175	Utah	Utah	Utah														
29		Edwards, P. J.	Head	25	M	W	5' 10"	175	Utah	Utah	Utah														
30		Edwards, P. J.	Head	25	M	W	5' 10"	175	Utah	Utah	Utah														
31		Edwards, P. J.	Head	25	M	W	5' 10"	175	Utah	Utah	Utah														
32		Edwards, P. J.	Head	25	M	W	5' 10"	175	Utah	Utah	Utah														
33		Edwards, P. J.	Head	25	M	W	5' 10"	175	Utah	Utah	Utah														
34		Edwards, P. J.	Head	25	M	W	5' 10"	175	Utah	Utah	Utah														
35		Edwards, P. J.	Head	25	M	W	5' 10"	175	Utah	Utah	Utah														
36		Edwards, P. J.	Head	25	M	W	5' 10"	175	Utah	Utah	Utah														
37		Edwards, P. J.	Head	25	M	W	5' 10"	175	Utah	Utah	Utah														
38		Edwards, P. J.	Head	25	M	W	5' 10"	175	Utah	Utah	Utah														
39		Edwards, P. J.	Head	25	M	W	5' 10"	175	Utah	Utah	Utah														
40		Edwards, P. J.	Head	25	M	W	5' 10"	175	Utah	Utah	Utah														
41		Edwards, P. J.	Head	25	M	W	5' 10"	175	Utah	Utah	Utah														
42		Edwards, P. J.	Head	25	M	W	5' 10"	175	Utah	Utah	Utah														
43		Edwards, P. J.	Head	25	M	W	5' 10"	175	Utah	Utah	Utah														
44		Edwards, P. J.	Head	25	M	W	5' 10"	175	Utah	Utah	Utah														
45		Edwards, P. J.	Head	25	M	W	5' 10"	175	Utah	Utah	Utah														
46		Edwards, P. J.	Head	25	M	W	5' 10"	175	Utah	Utah	Utah														
47		Edwards, P. J.	Head	25	M	W	5' 10"	175	Utah	Utah	Utah														
48		Edwards, P. J.	Head	25	M	W	5' 10"	175	Utah	Utah	Utah														
49		Edwards, P. J.	Head	25	M	W	5' 10"	175	Utah	Utah	Utah														
50		Edwards, P. J.	Head	25	M	W	5' 10"	175	Utah	Utah	Utah														
51		Edwards, P. J.	Head	25	M	W	5' 10"	175	Utah	Utah	Utah														
52		Edwards, P. J.	Head	25	M	W	5' 10"	175	Utah	Utah	Utah														
53		Edwards, P. J.	Head	25	M	W	5' 10"	175	Utah	Utah	Utah														
54		Edwards, P. J.	Head	25	M	W	5' 10"	175	Utah	Utah	Utah														
55		Edwards, P. J.	Head	25	M	W	5' 10"	175	Utah	Utah	Utah														
56		Edwards, P. J.	Head	25	M	W	5' 10"	175	Utah	Utah	Utah														
57		Edwards, P. J.	Head	25	M	W	5' 10"	175	Utah	Utah	Utah														
58		Edwards, P. J.	Head	25	M	W	5' 10"	175	Utah	Utah	Utah														
59		Edwards, P. J.	Head	25	M	W	5' 10"	175	Utah	Utah	Utah														
60		Edwards, P. J.	Head	25	M	W	5' 10"	175	Utah	Utah	Utah														
61		Edwards, P. J.	Head	25	M	W	5' 10"	175	Utah	Utah	Utah														
62		Edwards, P. J.	Head	25	M	W	5' 10"	175	Utah	Utah	Utah														
63		Edwards, P. J.	Head	25	M	W	5' 10"	175	Utah	Utah	Utah														
64		Edwards, P. J.	Head	25	M	W	5' 10"	175	Utah	Utah	Utah														
65		Edwards, P. J.	Head	25	M	W	5' 10"	175	Utah	Utah	Utah														
66		Edwards, P. J.	Head	25	M	W	5' 10"	175	Utah	Utah	Utah														
67		Edwards, P. J.	Head	25	M	W	5' 10"	175	Utah	Utah	Utah														
68		Edwards, P. J.	Head	25	M	W	5' 10"	175	Utah	Utah	Utah														
69		Edwards, P. J.	Head	25	M	W	5' 10"	175	Utah	Utah	Utah														
70		Edwards, P. J.	Head	25	M	W	5' 10"	175	Utah	Utah	Utah														
71		Edwards, P. J.	Head	25	M	W	5' 10"	175	Utah	Utah	Utah														
72		Edwards, P. J.	Head	25	M	W	5' 10"	175	Utah	Utah	Utah														
73		Edwards, P. J.	Head	25	M	W	5' 10"	175	Utah	Utah	Utah														
74		Edwards, P. J.	Head	25	M	W	5' 10"	175	Utah	Utah	Utah														
75		Edwards, P. J.	Head	25	M	W	5' 10																		

[illegible]

STATE Utah COUNTY Utah TOWNSHIP OR OTHER DIVISION OF COUNTY Utah
 DEPARTMENT OF COMMERCE AND LABOR - BUREAU OF THE CENSUS
 THIRTEENTH CENSUS OF THE UNITED STATES: 1910 POPULATION
 150 SUPERVISOR'S DISTRICT NO. 150 WARD OF CITY 150 SHEET NO. 150
 ENUMERATION DISTRICT NO. 150 DAY OF INCORPORATED PLACE April 26 DAY OF April 26
 NAME OF INCORPORATED PLACE Lehi City ENUMERATED BY ME ON THE 26

NAME	RELATION	DATE OF BIRTH	SEX	COLORED	HEIGHT	WEIGHT	HAIR	EYES	SKIN	EDUCATION	INDUSTRY	VALUE	PROPERTY	OWNERSHIP	REMARKS
1. 1910	Daughter	1910	F		5' 10"	110	Blk	Blk	Blk	None	None	6 75 21	None	None	None
2. 1910	Daughter	1910	F		5' 10"	110	Blk	Blk	Blk	None	None	6 75 21	None	None	None
3. 1910	Daughter	1910	F		5' 10"	110	Blk	Blk	Blk	None	None	6 75 21	None	None	None
4. 1910	Daughter	1910	F		5' 10"	110	Blk	Blk	Blk	None	None	6 75 21	None	None	None
5. 1910	Daughter	1910	F		5' 10"	110	Blk	Blk	Blk	None	None	6 75 21	None	None	None
6. 1910	Daughter	1910	F		5' 10"	110	Blk	Blk	Blk	None	None	6 75 21	None	None	None
7. 1910	Daughter	1910	F		5' 10"	110	Blk	Blk	Blk	None	None	6 75 21	None	None	None
8. 1910	Daughter	1910	F		5' 10"	110	Blk	Blk	Blk	None	None	6 75 21	None	None	None
9. 1910	Daughter	1910	F		5' 10"	110	Blk	Blk	Blk	None	None	6 75 21	None	None	None
10. 1910	Daughter	1910	F		5' 10"	110	Blk	Blk	Blk	None	None	6 75 21	None	None	None
11. 1910	Daughter	1910	F		5' 10"	110	Blk	Blk	Blk	None	None	6 75 21	None	None	None
12. 1910	Daughter	1910	F		5' 10"	110	Blk	Blk	Blk	None	None	6 75 21	None	None	None
13. 1910	Daughter	1910	F		5' 10"	110	Blk	Blk	Blk	None	None	6 75 21	None	None	None
14. 1910	Daughter	1910	F		5' 10"	110	Blk	Blk	Blk	None	None	6 75 21	None	None	None
15. 1910	Daughter	1910	F		5' 10"	110	Blk	Blk	Blk	None	None	6 75 21	None	None	None
16. 1910	Daughter	1910	F		5' 10"	110	Blk	Blk	Blk	None	None	6 75 21	None	None	None
17. 1910	Daughter	1910	F		5' 10"	110	Blk	Blk	Blk	None	None	6 75 21	None	None	None
18. 1910	Daughter	1910	F		5' 10"	110	Blk	Blk	Blk	None	None	6 75 21	None	None	None
19. 1910	Daughter	1910	F		5' 10"	110	Blk	Blk	Blk	None	None	6 75 21	None	None	None
20. 1910	Daughter	1910	F		5' 10"	110	Blk	Blk	Blk	None	None	6 75 21	None	None	None
21. 1910	Daughter	1910	F		5' 10"	110	Blk	Blk	Blk	None	None	6 75 21	None	None	None
22. 1910	Daughter	1910	F		5' 10"	110	Blk	Blk	Blk	None	None	6 75 21	None	None	None
23. 1910	Daughter	1910	F		5' 10"	110	Blk	Blk	Blk	None	None	6 75 21	None	None	None
24. 1910	Daughter	1910	F		5' 10"	110	Blk	Blk	Blk	None	None	6 75 21	None	None	None
25. 1910	Daughter	1910	F		5' 10"	110	Blk	Blk	Blk	None	None	6 75 21	None	None	None
26. 1910	Daughter	1910	F		5' 10"	110	Blk	Blk	Blk	None	None	6 75 21	None	None	None
27. 1910	Daughter	1910	F		5' 10"	110	Blk	Blk	Blk	None	None	6 75 21	None	None	None
28. 1910	Daughter	1910	F		5' 10"	110	Blk	Blk	Blk	None	None	6 75 21	None	None	None
29. 1910	Daughter	1910	F		5' 10"	110	Blk	Blk	Blk	None	None	6 75 21	None	None	None
30. 1910	Daughter	1910	F		5' 10"	110	Blk	Blk	Blk	None	None	6 75 21	None	None	None
31. 1910	Daughter	1910	F		5' 10"	110	Blk	Blk	Blk	None	None	6 75 21	None	None	None
32. 1910	Daughter	1910	F		5' 10"	110	Blk	Blk	Blk	None	None	6 75 21	None	None	None
33. 1910	Daughter	1910	F		5' 10"	110	Blk	Blk	Blk	None	None	6 75 21	None	None	None
34. 1910	Daughter	1910	F		5' 10"	110	Blk	Blk	Blk	None	None	6 75 21	None	None	None
35. 1910	Daughter	1910	F		5' 10"	110	Blk	Blk	Blk	None	None	6 75 21	None	None	None
36. 1910	Daughter	1910	F		5' 10"	110	Blk	Blk	Blk	None	None	6 75 21	None	None	None
37. 1910	Daughter	1910	F		5' 10"	110	Blk	Blk	Blk	None	None	6 75 21	None	None	None
38. 1910	Daughter	1910	F		5' 10"	110	Blk	Blk	Blk	None	None	6 75 21	None	None	None
39. 1910	Daughter	1910	F		5' 10"	110	Blk	Blk	Blk	None	None	6 75 21	None	None	None
40. 1910	Daughter	1910	F		5' 10"	110	Blk	Blk	Blk	None	None	6 75 21	None	None	None
41. 1910	Daughter	1910	F		5' 10"	110	Blk	Blk	Blk	None	None	6 75 21	None	None	None
42. 1910	Daughter	1910	F		5' 10"	110	Blk	Blk	Blk	None	None	6 75 21	None	None	None
43. 1910	Daughter	1910	F		5' 10"	110	Blk	Blk	Blk	None	None	6 75 21	None	None	None
44. 1910	Daughter	1910	F		5' 10"	110	Blk	Blk	Blk	None	None	6 75 21	None	None	None
45. 1910	Daughter	1910	F		5' 10"	110	Blk	Blk	Blk	None	None	6 75 21	None	None	None
46. 1910	Daughter	1910	F		5' 10"	110	Blk	Blk	Blk	None	None	6 75 21	None	None	None
47. 1910	Daughter	1910	F		5' 10"	110	Blk	Blk	Blk	None	None	6 75 21	None	None	None
48. 1910	Daughter	1910	F		5' 10"	110	Blk	Blk	Blk	None	None	6 75 21	None	None	None
49. 1910	Daughter	1910	F		5' 10"	110	Blk	Blk	Blk	None	None	6 75 21	None	None	None
50. 1910	Daughter	1910	F		5' 10"	110	Blk	Blk	Blk	None	None	6 75 21	None	None	None

STATE Utah COUNTY Utah
 DEPARTMENT OF COMMERCE—BUREAU OF THE CENSUS
 FOURTEENTH CENSUS OF THE UNITED STATES: 1920—POPULATION
 NAME OF INCORPORATED PLACE Parowan, Garfield City
 WARD OF CITY 2nd
 SUPERVISOR'S DISTRICT NO. 188 EMULATION DISTRICT NO. 13
 SHEET NO. 5371
 EMULATED BY ME ON THE 14 DAY OF January 1920
 EMULATOR William H. Miller

PLACE OF BIRTH										RELATION										CITIZENSHIP										SERV. CATH.										EDUCATION										ACTIVITY AND SERVICE RECORD										REMARKS									
PLACE OF BIRTH										RELATION										CITIZENSHIP										SERV. CATH.										EDUCATION										ACTIVITY AND SERVICE RECORD										REMARKS									
PLACE OF BIRTH										RELATION										CITIZENSHIP										SERV. CATH.										EDUCATION										ACTIVITY AND SERVICE RECORD										REMARKS									
PLACE OF BIRTH										RELATION										CITIZENSHIP										SERV. CATH.										EDUCATION										ACTIVITY AND SERVICE RECORD										REMARKS									
PLACE OF BIRTH										RELATION										CITIZENSHIP										SERV. CATH.										EDUCATION										ACTIVITY AND SERVICE RECORD										REMARKS									
PLACE OF BIRTH										RELATION										CITIZENSHIP										SERV. CATH.										EDUCATION										ACTIVITY AND SERVICE RECORD										REMARKS									
PLACE OF BIRTH										RELATION										CITIZENSHIP										SERV. CATH.										EDUCATION										ACTIVITY AND SERVICE RECORD										REMARKS									
PLACE OF BIRTH										RELATION										CITIZENSHIP										SERV. CATH.										EDUCATION										ACTIVITY AND SERVICE RECORD										REMARKS									
PLACE OF BIRTH										RELATION										CITIZENSHIP										SERV. CATH.										EDUCATION										ACTIVITY AND SERVICE RECORD										REMARKS									
PLACE OF BIRTH										RELATION										CITIZENSHIP										SERV. CATH.										EDUCATION										ACTIVITY AND SERVICE RECORD										REMARKS									
PLACE OF BIRTH										RELATION										CITIZENSHIP										SERV. CATH.										EDUCATION										ACTIVITY AND SERVICE RECORD										REMARKS									
PLACE OF BIRTH										RELATION										CITIZENSHIP										SERV. CATH.										EDUCATION										ACTIVITY AND SERVICE RECORD										REMARKS									
PLACE OF BIRTH										RELATION										CITIZENSHIP										SERV. CATH.										EDUCATION										ACTIVITY AND SERVICE RECORD										REMARKS									
PLACE OF BIRTH										RELATION										CITIZENSHIP										SERV. CATH.										EDUCATION										ACTIVITY AND SERVICE RECORD										REMARKS									
PLACE OF BIRTH										RELATION										CITIZENSHIP										SERV. CATH.										EDUCATION										ACTIVITY AND SERVICE RECORD										REMARKS									
PLACE OF BIRTH										RELATION										CITIZENSHIP										SERV. CATH.										EDUCATION										ACTIVITY AND SERVICE RECORD										REMARKS									
PLACE OF BIRTH										RELATION										CITIZENSHIP										SERV. CATH.										EDUCATION										ACTIVITY AND SERVICE RECORD										REMARKS									
PLACE OF BIRTH										RELATION										CITIZENSHIP										SERV. CATH.										EDUCATION										ACTIVITY AND SERVICE RECORD										REMARKS									
PLACE OF BIRTH										RELATION										CITIZENSHIP										SERV. CATH.										EDUCATION										ACTIVITY AND SERVICE RECORD										REMARKS									
PLACE OF BIRTH										RELATION										CITIZENSHIP										SERV. CATH.										EDUCATION										ACTIVITY AND SERVICE RECORD										REMARKS									
PLACE OF BIRTH										RELATION										CITIZENSHIP										SERV. CATH.										EDUCATION										ACTIVITY AND SERVICE RECORD										REMARKS									
PLACE OF BIRTH										RELATION										CITIZENSHIP										SERV. CATH.										EDUCATION										ACTIVITY AND SERVICE RECORD										REMARKS									
PLACE OF BIRTH										RELATION										CITIZENSHIP										SERV. CATH.										EDUCATION										ACTIVITY AND SERVICE RECORD										REMARKS									
PLACE OF BIRTH										RELATION										CITIZENSHIP										SERV. CATH.										EDUCATION										ACTIVITY AND SERVICE RECORD										REMARKS									
PLACE OF BIRTH										RELATION										CITIZENSHIP										SERV. CATH.										EDUCATION										ACTIVITY AND SERVICE RECORD										REMARKS									
PLACE OF BIRTH										RELATION										CITIZENSHIP										SERV. CATH.										EDUCATION										ACTIVITY AND SERVICE RECORD										REMARKS									
PLACE OF BIRTH										RELATION										CITIZENSHIP										SERV. CATH.										EDUCATION										ACTIVITY AND SERVICE RECORD										REMARKS									
PLACE OF BIRTH										RELATION										CITIZENSHIP										SERV. CATH.										EDUCATION										ACTIVITY AND SERVICE RECORD										REMARKS									
PLACE OF BIRTH										RELATION										CITIZENSHIP										SERV. CATH.										EDUCATION										ACTIVITY AND SERVICE RECORD										REMARKS									
PLACE OF BIRTH										RELATION										CITIZENSHIP										SERV. CATH.										EDUCATION										ACTIVITY AND SERVICE RECORD										REMARKS									
PLACE OF BIRTH										RELATION										CITIZENSHIP										SERV. CATH.										EDUCATION										ACTIVITY AND SERVICE RECORD										REMARKS									
PLACE OF BIRTH										RELATION										CITIZENSHIP										SERV. CATH.										EDUCATION										ACTIVITY AND SERVICE RECORD										REMARKS									
PLACE OF BIRTH										RELATION										CITIZENSHIP										SERV. CATH.										EDUCATION										ACTIVITY AND SERVICE RECORD										REMARKS									
PLACE OF BIRTH										RELATION										CITIZENSHIP										SERV. CATH.										EDUCATION										ACTIVITY AND SERVICE RECORD										REMARKS									
PLACE OF BIRTH										RELATION										CITIZENSHIP										SERV. CATH.										EDUCATION										ACTIVITY AND SERVICE RECORD										REMARKS									
PLACE OF BIRTH										RELATION										CITIZENSHIP										SERV. CATH.										EDUCATION										ACTIVITY AND SERVICE RECORD										REMARKS									
PLACE OF BIRTH										RELATION										CITIZENSHIP										SERV. CATH.										EDUCATION										ACTIVITY AND SERVICE RECORD										REMARKS									
PLACE OF BIRTH										RELATION										CITIZENSHIP										SERV. CATH.										EDUCATION										ACTIVITY AND SERVICE RECORD										REMARKS									
PLACE OF BIRTH										RELATION										CITIZENSHIP										SERV. CATH.										EDUCATION										ACTIVITY AND SERVICE RECORD										REMARKS									
PLACE OF BIRTH										RELATION										CITIZENSHIP										SERV. CATH.										EDUCATION										ACTIVITY AND SERVICE RECORD										REMARKS									
PLACE OF BIRTH										RELATION										CITIZENSHIP										SERV. CATH.										EDUCATION										ACTIVITY AND SERVICE RECORD										REMARKS									
PLACE OF BIRTH										RELATION										CITIZENSHIP										SERV. CATH.										EDUCATION										ACTIVITY AND SERVICE RECORD										REMARKS									
PLACE OF BIRTH										RELATION										CITIZENSHIP										SERV. CATH.										EDUCATION										ACTIVITY AND SERVICE RECORD										REMARKS									
PLACE OF BIRTH										RELATION										CITIZENSHIP										SERV. CATH.										EDUCATION										ACTIVITY AND SERVICE RECORD										REMARKS									
PLACE OF BIRTH										RELATION										CITIZENSHIP										SERV. CATH.										EDUCATION										ACTIVITY AND SERVICE RECORD										REMARKS									
PLACE OF BIRTH										RELATION										CITIZENSHIP										SERV. CATH.										EDUCATION										ACTIVITY AND SERVICE RECORD										REMARKS									
PLACE OF BIRTH										RELATION										CITIZENSHIP										SERV. CATH.										EDUCATION										ACTIVITY AND SERVICE RECORD										REMARKS									
PLACE OF BIRTH										RELATION										CITIZENSHIP										SERV. CATH.										EDUCATION										ACTIVITY AND SERVICE RECORD										REMARKS									
PLACE OF BIRTH										RELATION										CITIZENSHIP										SERV. CATH.										EDUCATION										ACTIVITY AND SERVICE RECORD										REMARKS									
PLACE OF BIRTH										RELATION										CITIZENSHIP										SERV. CATH.										EDUCATION										ACTIVITY AND SERVICE RECORD										REMARKS									
PLACE OF BIRTH										RELATION										CITIZENSHIP										SERV. CATH.										EDUCATION										ACTIVITY AND SERVICE RECORD										REMARKS									
PLACE OF BIRTH										RELATION										CITIZENSHIP										SERV. CATH.										EDUCATION										ACTIVITY AND SERVICE RECORD										REMARKS									
PLACE OF BIRTH										RELATION										CITIZENSHIP										SERV. CATH.										EDUCATION										ACTIVITY AND SERVICE RECORD										REMARKS									
PLACE OF BIRTH										RELATION										CITIZENSHIP										SERV. CATH.										EDUCATION										ACTIVITY AND SERVICE RECORD										REMARKS									
PLACE OF BIRTH										RELATION										CITIZENSHIP										SERV. CATH.										EDUCATION										ACTIVITY AND SERVICE RECORD										REMARKS									
PLACE OF BIRTH										RELATION										CITIZENSHIP										SERV. CATH.										EDUCATION										ACTIVITY AND SERVICE RECORD										RE									

Attachment: 2. Application (Collings Zoning)

THE AMERICAN FORK CITIZEN

Brenda Bird,
son, Carolyn
Kathleen
man, Prout,
and Mariellen

tain
thday
Christensen
the guest
sters, Mrs.
J. Gals-
now, were
Sunday.
birthday
ake and
centered
table
for the
Christen-
in Chris-
Mr. and
Provo,
Midway
Mr. and
ph, Mr.
Larry
tolt, W.
Sager,
Gals-
k

ry
Ladies
am of
w Inn
rdner,
L. Ann
man,
oming
dy of
it in
Guy a
ro the
gman,
Breckon

Heart Attack Takes Life of Frank Breckon

Frank Breckon, 73, died sud-
denly at his home Wednesday of
a heart attack. Funeral services
were conducted in the Anderson
and Sons Mortuary Saturday at
2 p. m., with Stanley D. Roberts,
bishop of the Second ward, of-
ficiating.

Words of consolation and a
resume of the family were spok-
en by Patriarch Joseph H. Storrs
and Bishop Roberts briefly dis-
cussed the resurrection.

Music included a solo "Oh, My
Father" by Moral D. Steele and
a solo "Going Home" by E. Ray
Shelley. The invocation was of-
fered by Warren F. Anderson,
the benediction was pronounced
by Alma Madsen and the grave
was dedicated by Leonard S.
Harrington.

Members of the Second ward
Relief Society cared for the floral
offerings and pallbearers were
Don Allison, Frank Turner, F. H.
Turner, Earl Varney, Earl Fer-
guson and Calvin Jolley.

Francis Joseph Breckon was
born Sept. 22, 1877, in Austin,
Miss., a son of William and El-
sie Breckon. He was married to
Bertha Turner July 18, 1930, in Salt Lake, and
has resided here since. He was
a retired barber.

Surviving are his widow Anna,
son Frank, and a daughter, Jerome,
Breckon, Pomona, Calif.

John Dies Of

John
sudden
day mo
heart at
his usua
day mo
breakfa
ed, and
hold we
turned
he foun
Funer
ducted
Second
direction
bishop
Friends
of Mr.
Friday
or at the
Mortuar
He was
Lehi, a
Ann Eve
Luana B
temple
April 14,
The fa
Fork in
has been
Surviv
Mrs. De
Orem,
Kauai, I
Myrtle
1411 Jol
and Ma
Jennie
Ray - M
Fork, I
1411 Jol

Family Group Record

FamilySearch™ Ancestral File v4.19

Search Results | Download GEDCOM

Husband's Name

Francis Joseph BRECKON (AFN:BSD7-Z6)

Pedigree

Frank
Born: 25 Sep 1877 **Place:** Austin, Mower, Minnesota
Died: 21 Sep 1951 **Place:** American Fork, Utah, Utah
Buried: **Place:** American Fork, Utah, Utah, American Fk Cem
Married: 16 Jul 1930 **Place:** Salt Lake City, Salt Lake, Utah

Father: William BRECKON (AFN:FM8N-HW)

Mother: Elizabeth BEAUREGARD (AFN:FM8K-NC)

Family

Wife's Name

Bertha Elizabeth TURNER (AFN:2J4J-4G)

Pedigree

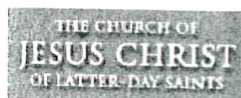
Born: 15 Oct 1880 **Place:** American Fork, Utah, Ut
Died: 24 Jul 1956 **Place:** Provo, Utah, Utah
Buried: **Place:** American Fork, Utah, Utah, American Fork Ce
Married: 16 Jul 1930 **Place:** Salt Lake City, Salt Lake, Utah

Father: Alfred TURNER (AFN:50Z8-Z8)

Mother: Susan MORRIS (AFN:4FZG-KV)

Family

Children



© 1999-2005 by Intellectual Reserve, Inc. All rights reserved. English approval 3-1999 About Us | Contact Us | Press Room
 Use of this site constitutes your acceptance of these Conditions of Use (last updated: 3-22-1999). Privacy Policy (last updated: 3-27-2006) 29
<http://www.familysearch.org> v 2.5.0 LDS Church Sites | LDS Country Sites

Attachment: 2. Application (Collings Zoning)

Rites Wednesday Held in Am. Fork For May R. Phillips

Funeral services for May Richards Phillips were held at Am. Fork Second-Seventh Ward Chapel on Wednesday at 12:30. Mrs. Phillips died Sunday at her home of a heart attack.

She was born March 28, 1903 in Pleasant Grove to Mark and Ella Green Richins and lived more than 50 years of her life in Pleasant Grove. On August 10, 1922 she was married to William Reed Phillips. She spent most of her life here until five years ago, the family moved to American Fork.

She was the mother of three sons and seven daughters, Mrs. Gayle (Leah) Robertson, Mrs. Carl W. (Dorothy) Robinson, Mrs. John (June) Fraughton, Mrs. Ernest (Shirley) Evans, Mrs. Lee (Joy) Smith, Leah, Tom, Faun, Jerry and Jewel, all of American Fork. 28 grandchildren, one sister, Mrs. Ira Deveraux of Pleasant Grove, Lloyd Richins of Hurricane, Elvie Richins of Rocklin, Calif. and Oral Richins of Grantsville.

Pleasant Grove Register
April 1959

William R. Phillips Succumbs at Home Monday

William Reed Phillips, 61, of 161 West 5th North, American Fork died at his residence Monday at 4:00 p.m. of natural causes.

He was born May 9, 1902 in American Fork, a son of Thomas and Louise Summers Phillips. He was a construction worker and a member of the Second-Seventh Ward LDS Church.

He married May Scharlotte Richins, August 10, 1921. She died April 19, 1959. Survivors include three sons and seven

daughters, Mrs. Gayle (Leah) Robertson, Wayne Phillips, Mrs. Carl C. (Dorothy) Robinson, Mrs. John (June) Fraughton, all of Pleasant Grove; Mrs. Lee (Joy) Smith, Leah; Mrs. Robert (Faun) Claas, Yuma, Arizona; and Thomas, Jerry and Mrs. Geniel Newman all of American Fork; 29 grandchildren; three great grandchildren; and two sisters, Mrs. Amy Haag, American Fork and Mrs. Cora Hebertson, Rigby, Idaho.

Funeral services will be held Thursday at 1:00 p.m. in the Second-Seventh Ward Chapel. Friends may call at the Anderson and Sons Mortuary Wednesday from 7 to 9 p.m. and on Friday until 12:30 p.m. Burial will be in the American Fork City Cemetery.

In character, in manner, in style, in all things, the supreme excellence is simplicity.

American Fork Citizen
31 Oct 1963

Family Group Record

FamilySearch™ Ancestral File v4.19

Search Results | Download GEDCOM

Husband's Name

William Reed PHILLIPS (AFN:29VG-NQ)

Pedigree

Born: 9 May 1902 Place: American Fork, Ut. Co., Ut

Died: 28 Oct 1963 Place: American Fork, Ut. Co., Ut

Married: 10 Aug 1921 Place:

Father: Thomas Ivins PHILLIPS (AFN:1F9N-DN)

Family

Mother: Louisa Elizabeth SUMMERS (AFN:29VG-SF)

Wife's Name

May Charlotte RICHINS (AFN:29VG-PW)

Pedigree

Born: 28 Mar 1903 Place: Pleasant Grove, Utah, Ut

Died: 19 Apr 1959 Place: American Fork, Ut.co., Ut

Married: 10 Aug 1921 Place:

Father: Mark Randolph RICHINS (AFN:29VG-TL)

Family

Mother: Mary Ella GREEN (AFN:29VG-VR)

Children

1. Sex Name

F Living (AFN:29VG-MK)

Pedigree



© 1999-2005 by Intellectual Reserve, Inc. All rights reserved. English approval 3/1999
 Use of this site constitutes your acceptance of these Conditions of Use (last updated:
 3/22/1999) Privacy Policy (last updated 3/27/2006) 29
<http://www.familysearch.org> v.2.5.0

About Us | Contact Us | Press Room
 LDS Church Sites | LDS Country
 Sites

1. Dean Phillips b. 1921 m. Garry Anderson
 2. Wayne R. Phillips b. 1924
 3. Dorothy Phillips m. Joel H. Robinson
 4. Jane Phillips m. John H. Hays
 5. Shirley Phillips m. Elmer Hays
 6. Joy Phillips m. Carl Hays
 7. Thomas Phillips
 8. Helen Phillips m. Robert Hays
 9. Larry Phillips
 10. Gerald Phillips m. Mary Hays

AMERICAN FORK CITY
PLANNING COMMISSION

MEETING DATE: July 17, 2019
STAFF PRESENTATION: Adam Olsen

AGENDA TOPIC: Hearing, review and action on a zone map amendment from the R1-7,500 Residential zone to the R4-7,500 Residential zone, located 161 W. Pacific Dr.

ACTION REQUESTED: Recommendation of approval.

BACKGROUND INFORMATION				
Location:		161 W. Pacific Dr.		
Applicant:		Timothy Collings		
Existing Land Use:		Residential		
Proposed Land Use:		Residential		
Surrounding Land Use:	North	Residential		
	South	Residential		
	East	Residential		
	West	Residential		
Existing Zoning:		R1-7,500		
Proposed Zoning:		R4-7,500		
Surrounding Zoning:	North	R2-7,500		
	South	R1-7,500		
	East	CC-1 (Central Commercial)		
	West	R1-7,500		
Zoning within Land Use Plan		x	Yes	NO

Background

The applicant proposes a zone map amendment to the R4-7,500 zone in order to construct a 4-plex. The underlying Land Use plan designation is Residential High Density, and the change to the R4-7,500 is supported by the underlying designation.

Staff supports the zone map amendment request.

POTENTIAL MOTIONS:

APPROVAL

Mr. Chairman, I move that we recommend approval of a zone map amendment at 161 W. Pacific Dr. from the R1-7,500 zone to the R4-7,500 zone.

DENIAL

Mr. Chairman, I move that we recommend denial of a zone map amendment at 161 W. Pacific Dr. from the R1-7,500 zone to the R4-7,500 zone.

TABLE

Mr. Chairman, I move that we table action on the zone map amendment.

APPROVED MINUTES

- 1 9. Hearing, review and action on a Zone Map Amendment from the R-1-7,500 Residential zone to
 2 the R-4-7,500 Residential zone located at 161 West Pacific Drive

3
 4 Mr. Olsen stated that the applicant proposes a zone map amendment to the R4-7,500 zone in order to
 5 construct a 4-plex. The underlying Land Use plan designation is Residential High Density, and the
 6 change to the R4-7,500 is supported by the underlying designation. Staff supports the zone map
 7 amendment request.

8
 9 Mr. Hunter said that there are no issues or comments from engineering.

10 Public Hearing Opened

11 Public Hearing Closed

12
 13
 14 Mr. Knobloch indicated that the applicant is out of the country this week and is not here to address
 15 the commission.

16
 17 **Ms. Anderson moved to recommend approval of a zone map amendment at 161 West Pacific**
 18 **Drive from the R1-7,500 zone to the R4-7,500 zone.**

19 **Mr. Dupaix seconded the motion. Voting was as follows:**

20	Chairman Woffinden	Aye
21	Christine Anderson	Aye
22	Rod Brocious	Aye
23	Geoff Dupaix	Aye
24	Harold Dudley	Aye

25 **The motion carried.**

- 26
 27 10. Review and action on a site plan for Abundant Brands located at 472 East Elm Street in the GC-1
 28 zone

29
 30 Mr. Olsen said that Abundant Brands proposes to construct a 13,300 sq. ft. office and warehouse
 31 building on a vacant lot north of the CVS Pharmacy, fronting Elm Street. The lot was divided as
 32 part of the CVS subdivision; it was approved in 2016. Access to the site is off of Elm Street.
 33 Parking is provided per City requirements. Landscape plans and elevations of the proposed
 34 structure are included in the submittal. Landscaping complies with City requirements. Applicant
 35 isn't able to be here tonight.

36
 37 Mr. Hunter said that the Engineering Division recommends approval of the proposed
 38 development. There are a couple of unique utility challenges, and the applicant has met those
 39 challenges. Additional improvements on the north side will be part of the project, such as
 40 sidewalk.
 41



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
AUGUST 13, 2019**

Department Planning **Director Approval** Adam Olsen

AGENDA ITEM Review and action on a resolution approving an amendment to the land use element of the general plan located at 11 South 500 East from the Residential Medium Density to the General Commercial designation.

SUMMARY RECOMMENDATION The planning commission recommended approval of the amendment to the land use element of the general plan located at 11 South 500 East as stated in the attached minutes of the July 17, 2019 planning commission meeting.

BACKGROUND The applicant proposes a land use map amendment from the Residential Medium Density to the General Commercial designation in order to sell their home, which is located in the southeastern quadrant of the intersection of Main and 500 East streets, surrounded by commercial zoning on the southern side of Main Street. For further analysis, please refer to the attached application, staff report and planning commission minutes.

BUDGET IMPACT No direct budgetary impact is anticipated as a result of this approval.

SUGGESTED MOTION I move to adopt the resolution approving an amendment to the land use element of the general plan located at 11 South 500 East from the Residential Medium Density to the General Commercial designation.

SUPPORTING DOCUMENTS

1. Res (PDF)
2. Application (PDF)
3. Staff Report (PDF)
4. Minutes (PDF)

RESOLUTION NO.

A RESOLUTION APPROVING AN AMENDMENT TO THE LAND USE ELEMENT OF THE GENERAL PLAN LOCATED IN THE VICINITY OF 11 SOUTH 500 EAST FROM THE RESIDENTIAL MEDIUM DENSITY TO THE GENERAL COMMERCIAL DESIGNATION

WHEREAS, Section 10-9a-401(1), Utah Code Annotated, 1953, as amended, requires each municipality in the State of Utah to prepare and adopt a comprehensive, long range general plan for: (1) present and future needs of the municipality; and (2) growth and development of the land within the municipality; and

WHEREAS, Section 10-9a-403, Utah Code Annotated, 1953, as amended, recommends and describes the general content of each of the major elements typically included within a general plan including, but not limited to, a Land Use Element that designates the long term goals and the proposed extent, general distribution, and location of land for housing, business, industry, agriculture, recreation, education, public buildings and grounds, open space and other categories of public and private uses of land; and

WHEREAS, Section 10-9a-403, Utah Code Annotated, 1953, as amended, anticipated that the Land Use Element will, from time to time, be amended and updated to reflect changes in condition or policy within the City; and

WHEREAS, the Planning Commission has reviewed the proposed amendment to the Land Use Element, advertised and held a public hearing thereon, duly considered the comments received at the hearing, and provided a positive recommendation regarding this request; and

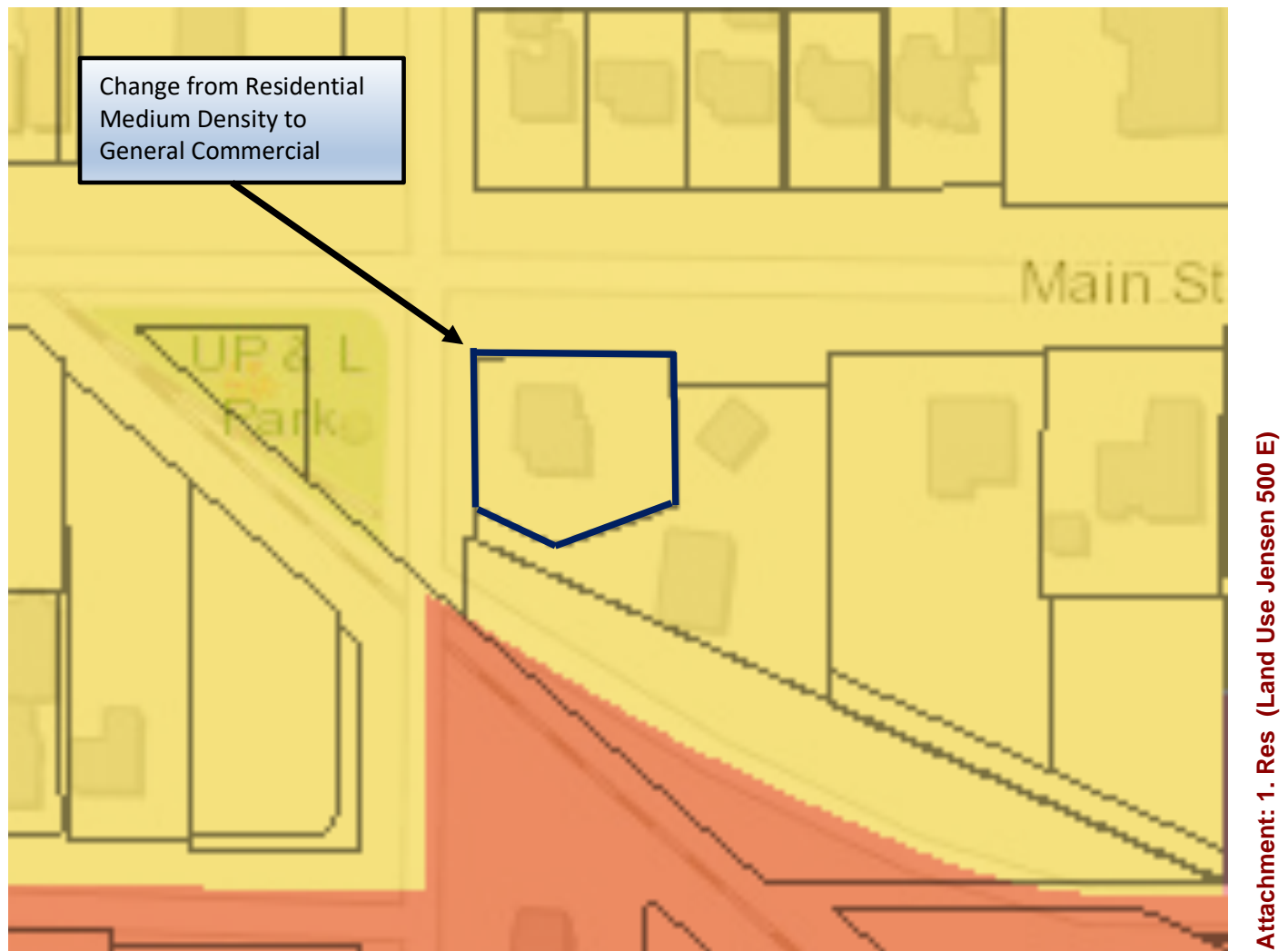
WHEREAS, the City Council has received a positive recommendation from the Planning Commission and has reviewed the request further, all in accordance with Utah State law.

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

SECTION 1. That certain map entitled AMERICAN FORK CITY - LAND USE PLAN is hereby amended to show that the parcels located in the vicinity of 11 South 500 East be amended from the Residential Medium Density to the General Commercial designation as shown in Exhibit A below. Said change in designation is hereby adopted as an amendment to the Land Use Element of the General Plan of American Fork, Utah.

SECTION 2. The City Council hereby directs that the American Fork Land Use Plan Map be modified to incorporate the changes approved by this Resolution.

Exhibit A



SECTION 3. It is the express intent of the City Council that said plan be followed, complied with, and otherwise adhered to.

SECTION 4. The Planning Commission and City Staff are hereby directed to recommend such ordinances and policies as recommended under the plan and deemed essential for its implementation.

PASSED AND ADOPTED THIS 13th DAY OF AUGUST, 2019.

Brad Frost, Mayor

ATTEST:

Terilyn Lurker, Recorder

Attachment: 1. Res (Land Use Jensen 500 E)



AMERICAN FORK CITY – Public Works Department
 275 EAST 200 NORTH, AMERICAN FORK UT 84003
 Phone: 801-763-3060 Fax: 801-763-3005 www.afcity.org

GENERAL PLAN AMENDMENT (purple)

Technical Review Committee Submittal Form

Project Name: _____

Location: 11 S. 500 E.

Reason/Description: Surrounded by businesses

Utah County Parcel No(s): 13:056:0065

Property Owner Name: Allen & Teresa Jensen

Property Owner Signature: Allen Jensen Teresa Jensen

Property Owner or Authorized Representative Contact Information: (By indicating an authorized representative, all communication from the City regarding the project will be directed to your authorized representative.)

Name: Allen & Teresa Jensen

Address: 11 S. 500 E.

Telephone: A: 801-372-2162 Fax: T: 801-592-4229

Email: adjtsj@hotmail.com allen-n-teresa@hotmail.com

Submit the following to Lisa Halversen, Public Works Dept, 275 East 200 North.

1. Five paper submittals including plans (sized 11" x 17") and all reports (sized 8.5" x 11")
2. Electronic submittal on **DISC**:
 - a. a full plan set in one (1) single pdf
 - b. an electronic design file AutoCAD 2009 format (N.A.D. 83 Coordinates)
 - c. reports (drainage, geotechnical, title) each in a separate pdf
3. Fee as determined at time of Site Plan Review Fee: \$250.00

Applications will not be accepted without ALL the required submittal materials. The City will not hold partial submittals.

Acceptance of this submittal to the Technical Review Committee (TRC) for review is not an acknowledgement by the City of a complete application. This determination will be made by the TRC in accordance with UCA 10-9a-509.5

By submitting an application, owner/authorized representative hereby authorizes American Fork City Representatives to enter the property for purposes of evaluating this application.

Attachment: 2. Application (Land Use Jensen 500 E)

PAID \$ 250.00
 PLAN REVIEW DEPOSIT
6/20/19

SUBMITTAL CHECKLIST (check to indicate items are included in submittal)

<input type="checkbox"/>	Property Size (acres): <u>.25</u>
<input type="checkbox"/>	What changing conditions make the proposed amendment reasonably necessary to promote the purpose of the American Fork City Land Use Plan? (typewritten)
<input type="checkbox"/>	What is the current land use classification of the area to be considered? <u>Residential Medium Density</u>
<input type="checkbox"/>	What land use classification are you proposing for the area to be considered? <u>General Commercial</u>
<input type="checkbox"/>	Map illustrating property to be changed.

Link to Development Code

https://www2.municode.com/library/ut/american_fork/codes/code_of_ordinances

- Amendments – Chapter 17.11
- General Provisions – Sections 17.1.101 and 17.1.102

Changing conditions making proposed amendment reasonable:

- 1 The property is a residential peninsula in commercial zone.
- 2 With the new office/warehouse building lights (southwest), Jones Paint and Glass warehouse lights (south/southeast), Premier Auto light (right in our backyard) and the street light (northwest corner) the property is lit up 24 hrs a day.
- 3 Traffic is ridiculous with the volume of traffic on both 500 East and Main. It's getting worse with the rapid growth of American Fork. Which makes it prime property for a business.

AMERICAN FORK CITY
PLANNING COMMISSION

MEETING DATE: July 17, 2019
STAFF PRESENTATION: Adam Olsen

AGENDA TOPICS: Hearing, review and action on a land use map amendment from the Residential Medium Density to the General Commercial designation, located at 11 South 500 East.

Hearing, review and action on a zone map amendment from the R2-7,500 Residential to the GC-1 (General Commercial) zone, located at 11 South 500 East.

ACTION REQUESTED: Recommendations of approval for land use and zone map amendments.

BACKGROUND INFORMATION				
Location:		11 S. 500 E.		
Applicants:		Allen & Teresa Jensen		
Existing Land Use:		Residential		
Proposed Land Use:		Commercial		
Surrounding Land Use:	North	Residential		
	South	Commercial		
	East	Commercial		
	West	Commercial		
Existing Zoning:		R2-7,500		
Proposed Zoning:		GC-1		
Surrounding Zoning:	North	R2-7,500		
	South	GC-1		
	East	GC-1		
	West	GC-1		
Land Use Plan Designation:		Residential Medium Density		
Zoning within Land Use Plan?		x	Yes (current zone)	No

Background

The applicants wish to amend the underlying land use designation from a residential to a commercial designation. In addition, they wish to amend the current zoning from residential to commercial (GC-1). The property is surrounded on the south, east, and west by commercial zoning, and has a potential purchaser, should the zone be changed to commercial.

Amending the underlying Land Use map will bring a commercial designation to Main Street. Staff is supportive of both changes.

POTENTIAL MOTIONS:

LAND USE MAP AMENDMENT

APPROVAL

Mr. Chairman, I move that we recommend approval of a land use map amendment, at 11 South 500 East, from the Residential Medium Density designation to the General Commercial designation.

DENIAL

Mr. Chairman, I move that we recommend denial of a land use map amendment, at 11 South 500 East, from the Residential Medium Density designation to the General Commercial designation.

TABLE

Mr. Chairman, I move that we table action on the land use map amendment.

ZONE MAP AMENDMENT

APPROVAL

Mr. Chairman, I move that we recommend approval of a zone map amendment at 11 South 500 East, from the R2-7,500 Residential zone to the GC-1 (General Commercial) zone.

DENIAL

Mr. Chairman, I move that we recommend denial of a zone map amendment at 11 South 500 East, from the R2-7,500 Residential zone to the GC-1 (General Commercial) zone.

TABLE

Mr. Chairman, I move that we table action on the zone map amendment.

APPROVED MINUTES

Mr. Hunter stated that the Engineering Division recommends approval, but there are a few conditions on the engineering report. Engineering has not received confirmation from the fire marshal that their comments have been addressed. The conditions for approval include providing 20' water line easement, providing the plat that shows consolidating lots, and addressing comments from TRC and the fire marshal.

Mr. Dupaix asked what the fire issues are, and if Mr. Hunter is confident that they will be addressed.

Mr. Hunter replied that some of the dimensions might have been a bit narrow to allow fire trucks to maneuver. If it's too tight, they will need to do some modifications.

Public Hearing Opened

Public Hearing Closed

Mr. Doug Smith said that they are outgrowing their current site, and they need to either fix it or move. This plan gives them more space to process cars and people and space for more parking.

Mr. Brocious moved to recommend approval of the amended site plan for the Doug Smith Subaru expansion, with the finding listed in the staff report and subject to any findings, conditions, and modifications listed in the Engineering report.

Mr. Dupaix seconded the motion. Voting was as follows:

Chairman Woffinden	Aye
Christine Anderson	Aye
Rod Brocious	Aye
Geoff Dupaix	Aye
Harold Dudley	Aye

The motion carried.

7. Hearing, review and action on a Land Use Map Amendment from the Residential Medium Density to the General Commercial designation, located at 11 South 500 East

Chairman Woffinden indicated that items 7 and 8 will be discussed together but voted on separately.

Mr. Olsen stated that the applicants wish to amend the underlying land use designation from a residential to a commercial designation. In addition, they wish to amend the current zoning from residential to commercial (GC-1). The property is surrounded on the south, east, and west by commercial zoning, and has a potential purchaser, should the zone be changed to commercial. Amending the underlying Land Use map will bring a commercial designation to Main Street. Staff is supportive of both changes.

Mr. Hunter indicated that the Engineering Division has no additional comments.

APPROVED MINUTES

Public Hearing Opened

Public Hearing Closed

Mr. Brocious indicated that he feels this is largely a residential area, and there's an opportunity on this corner to put something that won't detract from the residential nature.

Mr. Olsen says that he hasn't seen any plans, he foresees the existing home being converted to office use. It's a tight property to make anything work there, there may be light rail thru the area in the future. Any site plan will come before the commission and be reviewed by staff.

Ms. Anderson moved to recommend approval of a Land Use Map Amendment, at 11 South 500 East, from the Residential Medium Density designation to the General Commercial designation.

Mr. Brocious seconded the motion. Voting was as follows:

Chairman Woffinden	Aye
Christine Anderson	Aye
Rod Brocious	Aye
Geoff Dupaix	Aye
Harold Dudley	Aye

The motion carried.

8. Hearing, review and action on a Zone Map Amendment from the R-2-7,500 Residential zone to the GC-1 General Commercial zone, located at 11 South 500 East

Public Hearing Opened

Public Hearing Closed

Ms. Anderson moved to recommend approval of a zone map amendment at 11 South 500 East, from the R2-7,500 Residential zone to the GC-1 (General Commercial) zone.

Mr. Dudley seconded the motion. Voting was as follows:

Chairman Woffinden	Aye
Christine Anderson	Aye
Rod Brocious	Aye
Geoff Dupaix	Aye
Harold Dudley	Aye

The motion carried.

Attachment: 4. Minutes (Land Use Jensen 500 E)



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
AUGUST 13, 2019**

Department Planning **Director Approval** Adam Olsen

AGENDA ITEM Review and action on an ordinance approving a zone map amendment from the R-2-7,500 Residential zone to the GC-1 General Commercial zone, located at 11 South 500 East.

SUMMARY RECOMMENDATION The planning commission recommended approval of the zone map amendment from the R-2-7,500 Residential zone to the GC-1 General Commercial zone, located at 11 South 500 East as stated in the attached minutes of the July 17, 2019 planning commission meeting.

BACKGROUND The applicant proposes a zone map amendment from the R-2-7,500 Residential to the GC-1 General Commercial zone in order to sell their home. This zone map amendment implements the land use map amendment of the previous item on this agenda and will bring this parcel into conformity with the surrounding parcels which are also zoned GC-1. For further analysis, please refer to the attached application, staff report and planning commission minutes.

BUDGET IMPACT No direct budgetary impact is anticipated as a result of this approval.

SUGGESTED MOTION I move to adopt the ordinance approving a zone map amendment from the R-2-7,500 Residential zone to the GC-1 General Commercial zone, located at 11 South 500 East.

SUPPORTING DOCUMENTS

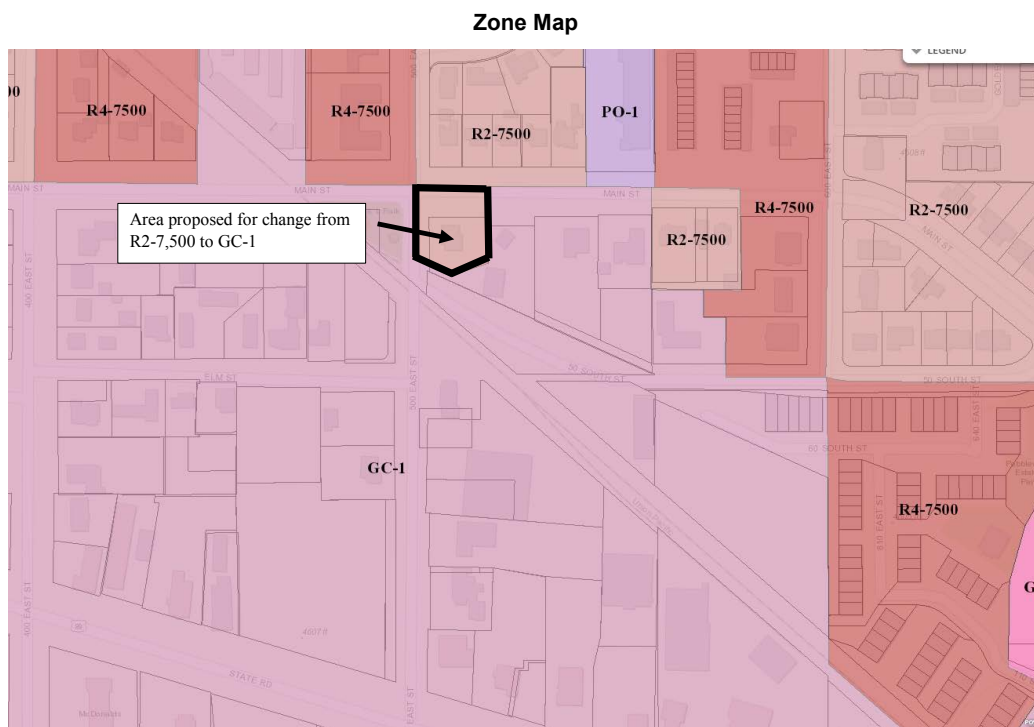
1. Ord (PDF)
2. Application (PDF)
3. Staff Report (PDF)
4. Minutes (PDF)

ORDINANCE NO.

**AN ORDINANCE AMENDING THE OFFICIAL ZONE MAP OF AMERICAN
FORK, UTAH. BE IT ORDAINED BY THE CITY COUNCIL OF AMERICAN
FORK CITY, UTAH:**

PART I

That the Official Zone Map of American Fork, Utah, is hereby amended from the R-2-7,500 Residential to the GC-1 General Commercial zone located in the vicinity of 11 South 500 East as shown on the map below.



PART II

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

PART III

That this Ordinance shall be in force and effect upon its passage and first publication.

**PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF
AMERICAN FORK, UTAH, THIS 13th DAY OF AUGUST, 2019.**

Brad Frost, Mayor

ATTEST:

Terilyn Lurker, Recorder

Attachment: 1. Ord (Zoning Jensen, 500 E)



AMERICAN FORK CITY – Public Works Department
 275 EAST 200 NORTH, AMERICAN FORK UT 84003
 Phone: 801-763-3060 Fax: 801-763-3005 www.afcity.org

ZONE CHANGE (blue)

Technical Review Committee Submittal Form

Project Name: _____
 Location: 11 South 500 East
 Reason/Description: Practically surrounded by businesses
 Utah County Parcel No(s): 13:056:0065

Property Owner Name: Allen & Teresa Jensen
 Property Owner Signature: Allen Jensen Teresa Jensen

Property Owner or Authorized Representative Contact Information: (By indicating an authorized representative, all communication from the City regarding the project will be directed to your authorized representative.)

Name: Allen & Teresa Jensen

Address: 11 South 500 East

Telephone: A: 801-372-2162 Fax: AT: 801-592-4229

Email: adjtsj@hotmail.com allen-n-teresa@hotmail.com

Submit the following to Lisa Halversen, Public Works Dept, 275 East 200 North.

- Five paper submittals including plans (sized 11" x 17") and all reports (sized 8.5" x 11")
- Electronic submittal on DISC:
 - a full plan set in one (1) single pdf
 - an electronic design file AutoCAD 2009 format (N.A.D. 83 Coordinates)
 - reports (drainage, geotechnical, title) each in a separate pdf
- Fee as determined at time of Site Plan Review Fee: \$250.00

PAID \$ 250.
 PLAN REVIEW DEPOSIT
01/20/19

Attachment: 2. Application (Zoning Jensen, 500 E)

Applications will not be accepted without ALL the required submittal materials. The City will not hold partial submittals.

Acceptance of this submittal to the Technical Review Committee (TRC) for review is not an acknowledgement by the City of a complete application. This determination will be made by the TRC in accordance with UCA 10-9a-509.5

By submitting an application, owner/authorized representative hereby authorizes American Fork City Representatives to enter the property for purposes of evaluating this application.

SUBMITTAL CHECKLIST (applicant – check the box to indicate items are included in this submittal)

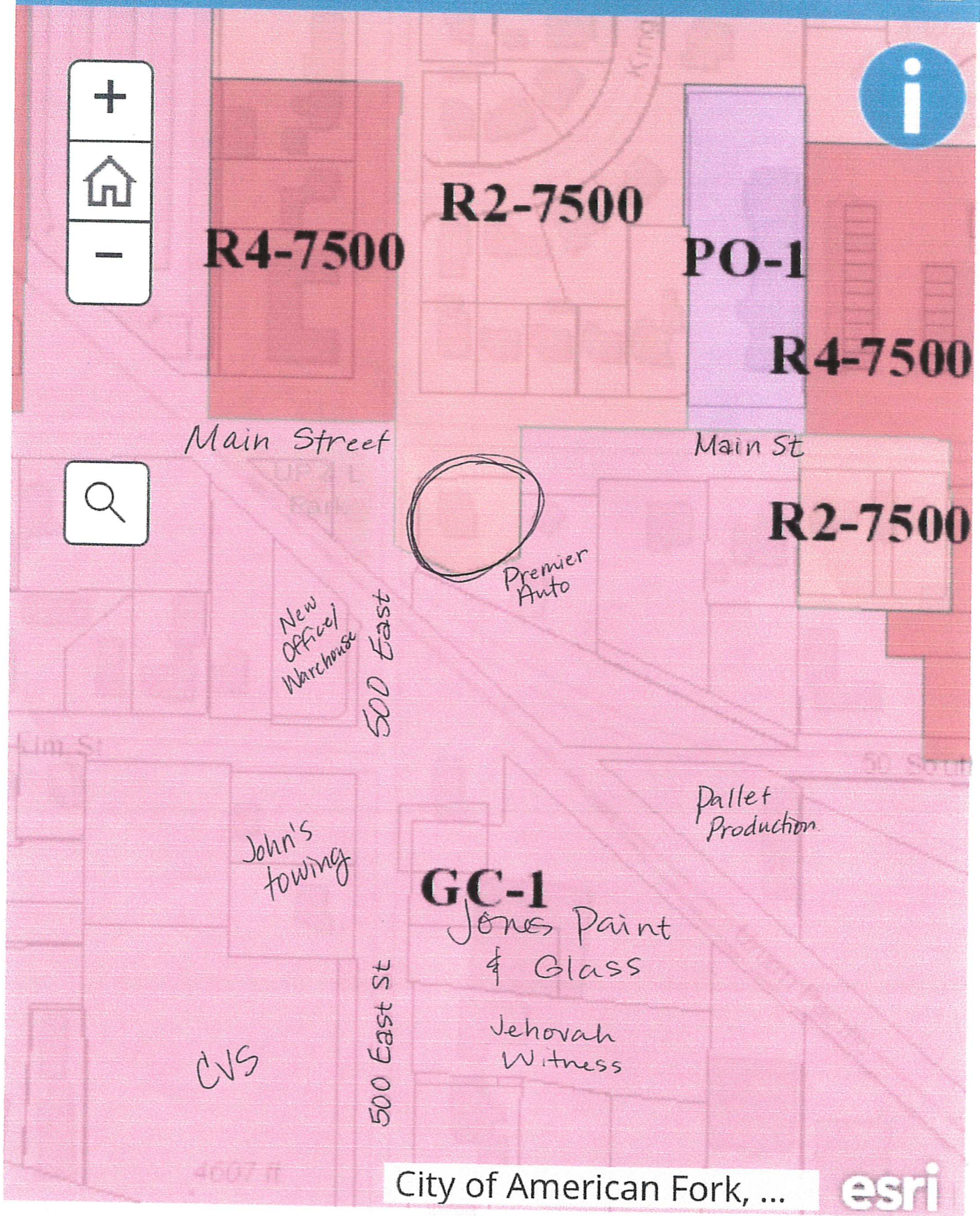
<input type="checkbox"/>	Property Size (acres): <u>.25</u> Current Zone Classification: <u>R2-7500</u>
<input type="checkbox"/>	What changed or changing conditions make the proposed amendment reasonably necessary to promote the purposes of the American Fork City Development Code? (typewritten)
<input type="checkbox"/>	Does the proposed zone change conform to the Land Use Plan? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If no, please submit a request for General Plan Amendment with this application.

<input type="checkbox"/>	What zone classification are you proposing for the area to be considered? <u>GCI</u>
<input type="checkbox"/>	Map illustrating property to be changed.

Link to Development Code

https://www2.municode.com/library/ut/american_fork/codes/code_of_ordinances

- Amendments – Chapter 17.11
- General Provisions – Sections 17.1.101 and 17.1.102



1 - Zone Map

Next: Land Use

AMERICAN FORK CITY
PLANNING COMMISSION

MEETING DATE: July 17, 2019
STAFF PRESENTATION: Adam Olsen

AGENDA TOPICS: Hearing, review and action on a land use map amendment from the Residential Medium Density to the General Commercial designation, located at 11 South 500 East.

Hearing, review and action on a zone map amendment from the R2-7,500 Residential to the GC-1 (General Commercial) zone, located at 11 South 500 East.

ACTION REQUESTED: Recommendations of approval for land use and zone map amendments.

BACKGROUND INFORMATION				
Location:		11 S. 500 E.		
Applicants:		Allen & Teresa Jensen		
Existing Land Use:		Residential		
Proposed Land Use:		Commercial		
Surrounding Land Use:	North	Residential		
	South	Commercial		
	East	Commercial		
	West	Commercial		
Existing Zoning:		R2-7,500		
Proposed Zoning:		GC-1		
Surrounding Zoning:	North	R2-7,500		
	South	GC-1		
	East	GC-1		
	West	GC-1		
Land Use Plan Designation:		Residential Medium Density		
Zoning within Land Use Plan?		x	Yes (current zone)	No

Attachment: 3. Staff Report (Zoning Jensen, 500 E)

Background

The applicants wish to amend the underlying land use designation from a residential to a commercial designation. In addition, they wish to amend the current zoning from residential to commercial (GC-1). The property is surrounded on the south, east, and west by commercial zoning, and has a potential purchaser, should the zone be changed to commercial.

Amending the underlying Land Use map will bring a commercial designation to Main Street. Staff is supportive of both changes.

POTENTIAL MOTIONS:

LAND USE MAP AMENDMENT

APPROVAL

Mr. Chairman, I move that we recommend approval of a land use map amendment, at 11 South 500 East, from the Residential Medium Density designation to the General Commercial designation.

DENIAL

Mr. Chairman, I move that we recommend denial of a land use map amendment, at 11 South 500 East, from the Residential Medium Density designation to the General Commercial designation.

TABLE

Mr. Chairman, I move that we table action on the land use map amendment.

ZONE MAP AMENDMENT

APPROVAL

Mr. Chairman, I move that we recommend approval of a zone map amendment at 11 South 500 East, from the R2-7,500 Residential zone to the GC-1 (General Commercial) zone.

DENIAL

Mr. Chairman, I move that we recommend denial of a zone map amendment at 11 South 500 East, from the R2-7,500 Residential zone to the GC-1 (General Commercial) zone.

TABLE

Mr. Chairman, I move that we table action on the zone map amendment.

APPROVED MINUTES

Public Hearing Opened**Public Hearing Closed**

Mr. Brocious indicated that he feels this is largely a residential area, and there's an opportunity on this corner to put something that won't detract from the residential nature.

Mr. Olsen says that he hasn't seen any plans, he foresees the existing home being converted to office use. It's a tight property to make anything work there, there may be light rail thru the area in the future. Any site plan will come before the commission and be reviewed by staff.

Ms. Anderson moved to recommend approval of a Land Use Map Amendment, at 11 South 500 East, from the Residential Medium Density designation to the General Commercial designation.

Mr. Brocious seconded the motion. Voting was as follows:

Chairman Woffinden	Aye
Christine Anderson	Aye
Rod Brocious	Aye
Geoff Dupaix	Aye
Harold Dudley	Aye

The motion carried.

8. Hearing, review and action on a Zone Map Amendment from the R-2-7,500 Residential zone to the GC-1 General Commercial zone, located at 11 South 500 East

Public Hearing Opened**Public Hearing Closed**

Ms. Anderson moved to recommend approval of a zone map amendment at 11 South 500 East, from the R2-7,500 Residential zone to the GC-1 (General Commercial) zone.

Mr. Dudley seconded the motion. Voting was as follows:

Chairman Woffinden	Aye
Christine Anderson	Aye
Rod Brocious	Aye
Geoff Dupaix	Aye
Harold Dudley	Aye

The motion carried.



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
AUGUST 13, 2019**

Department Planning **Director Approval** Adam Olsen

AGENDA ITEM Review and action on an ordinance approving a district framework plan for the Hoggard TOD Project, located in the area of 1000 West 350 South in the TOD zone

SUMMARY RECOMMENDATION The planning commission recommended approval of the district framework plan for the Hoggard TOD Project as stated in the attached minutes of the July 17, 2019 planning commission meeting.

BACKGROUND The applicant proposes a district framework plan for the Hoggard/Horan properties which are located in the in the General Mixed Use and Neighborhood Edge subdistricts of the Garden District, with the northern edge being part of the Mixed-Use Core Subdistrict of the Transit Core District. For further analysis, please refer to the attached district framework plan, staff report and planning commission minutes.

BUDGET IMPACT No direct budgetary impact is anticipated as a result of this approval.

SUGGESTED MOTION I move to adopt the ordinance approving a district framework plan for the Hoggard TOD Project, located in the area of 1000 West 350 South in the TOD zone.

SUPPORTING DOCUMENTS

1. Ord (DOCX)
2. District Framework Plan (PDF)
3. Staff Report (PDF)
4. Minutes (PDF)

ORDINANCE NO.

**AN ORDINANCE APPROVING THE DISTRICT FRAMEWORK PLAN FOR THE
HOGGARD TOD PROJECT LOCATED AT 1000 WEST 350 SOUTH.**

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

PART I

DEVELOPMENT APPROVED - ZONE MAP AMENDED

- A. The district framework plan for the Hoggard TOD Project as set forth in the attachment is hereby approved.
- B. Said Plans are hereby adopted as an amendment to the Official Zone Map and territory included in the Plans is hereby designated as Overlay Zone _____.
- C. Said Plans shall hereafter constitute the zone requirements applicable within the property so described.

PART II

ENFORCEMENT, PENALTY, SEVERABILITY, EFFECTIVE DATE

- A. Hereafter, these amendments shall be construed as a part of the Zoning Ordinance of American Fork, Utah, to the same effect as if originally a part thereof, and all provisions of said Ordinance shall be applicable thereto including, but not limited to, the enforcement, violation, and penalty provision thereof.
- B. All ordinances, or resolutions, or parts thereof, in conflict with the provisions of this ordinance, are hereby repealed.
- C. This ordinance shall take effect upon its passage and first publication following completion of all terms and conditions of approval, as set forth under the motion to approve, passed and adopted by the American Fork City Council.

**PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF AMERICAN
FORK, UTAH, THIS 13th DAY OF AUGUST, 2019.**

Brad Frost, Mayor

ATTEST:

Terilyn Lurker, Recorder

Attachment: 1. Ord (Hoggard TOD Project)



District Framework Plan – Application Exhibits

May 14, 2019

AMENDED: May 26, 2019

AMENDED: May 30, 2019

AMENDED: June 19, 2019



Approval Requests

1. Palette of civic open space types for use with BT-3, BT-4 & BT-5 (EXHIBIT 11)
2. Use of Neighborhood Street cross section outside of subject property (EXHIBIT 12)
3. Use of four-way intersections outside of subject property (EXHIBIT 13)
4. Block type and boundary adjustments to coincide with actual parcel boundaries (EXHIBIT 16)
5. Realignment of 1000 West and 500 South to coincide with requested block adjustments and subject property boundaries (EXHIBIT 16)
6. Development unit “allowances” based upon block boundary adjustments (EXHIBIT 16)

EXHIBIT 1: Legal Description

Commencing South 93.66 feet and East 2142.55 feet from the West quarter corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence South 1335.84 feet; thence West 43.09 feet; thence North 00°49'10" East 6 feet; thence North 89°16'08" West 311.44 feet; thence North 1794.11 feet; thence North 88°27'16" East 5.17 feet; thence South 00°46'31" West 350.26 feet; thence East 335.99 feet; thence South 01°17'45" West 117.96 feet; thence South 89°22'17" East 20.67 feet to the beginning.

EXHIBIT 2: Boundary Survey

*** Click to download PDF**

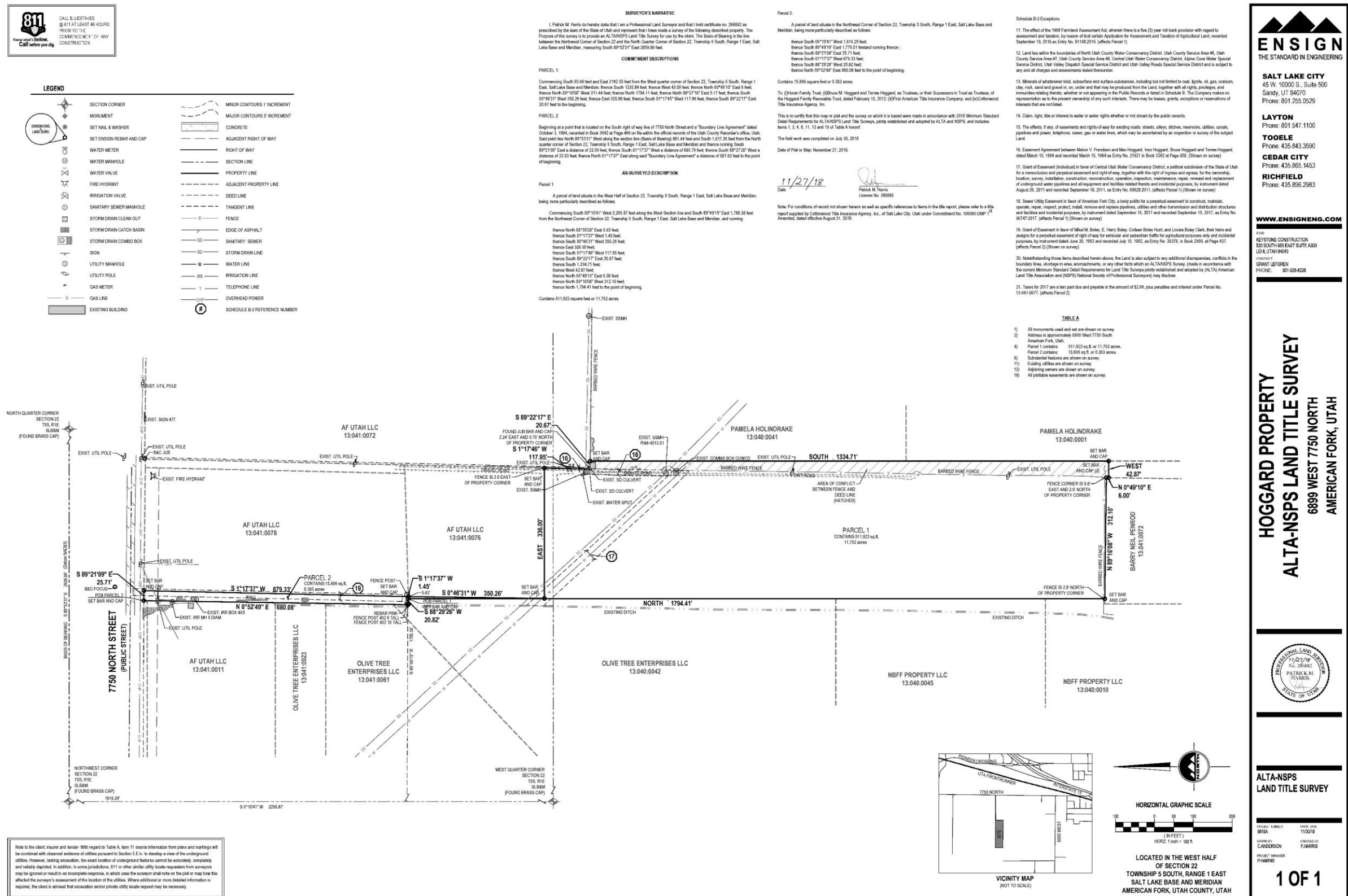


EXHIBIT 3: Development Area Plan

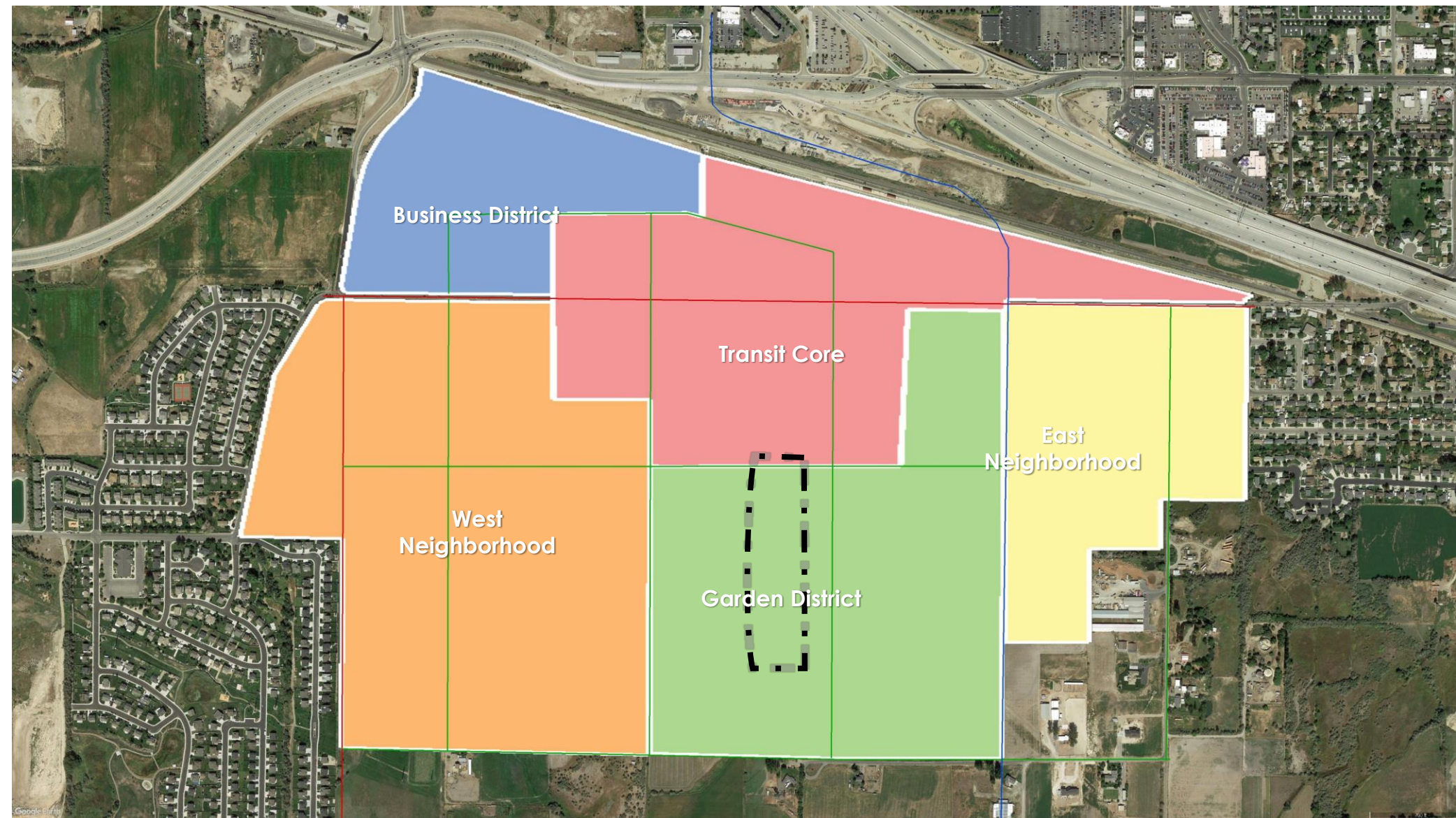
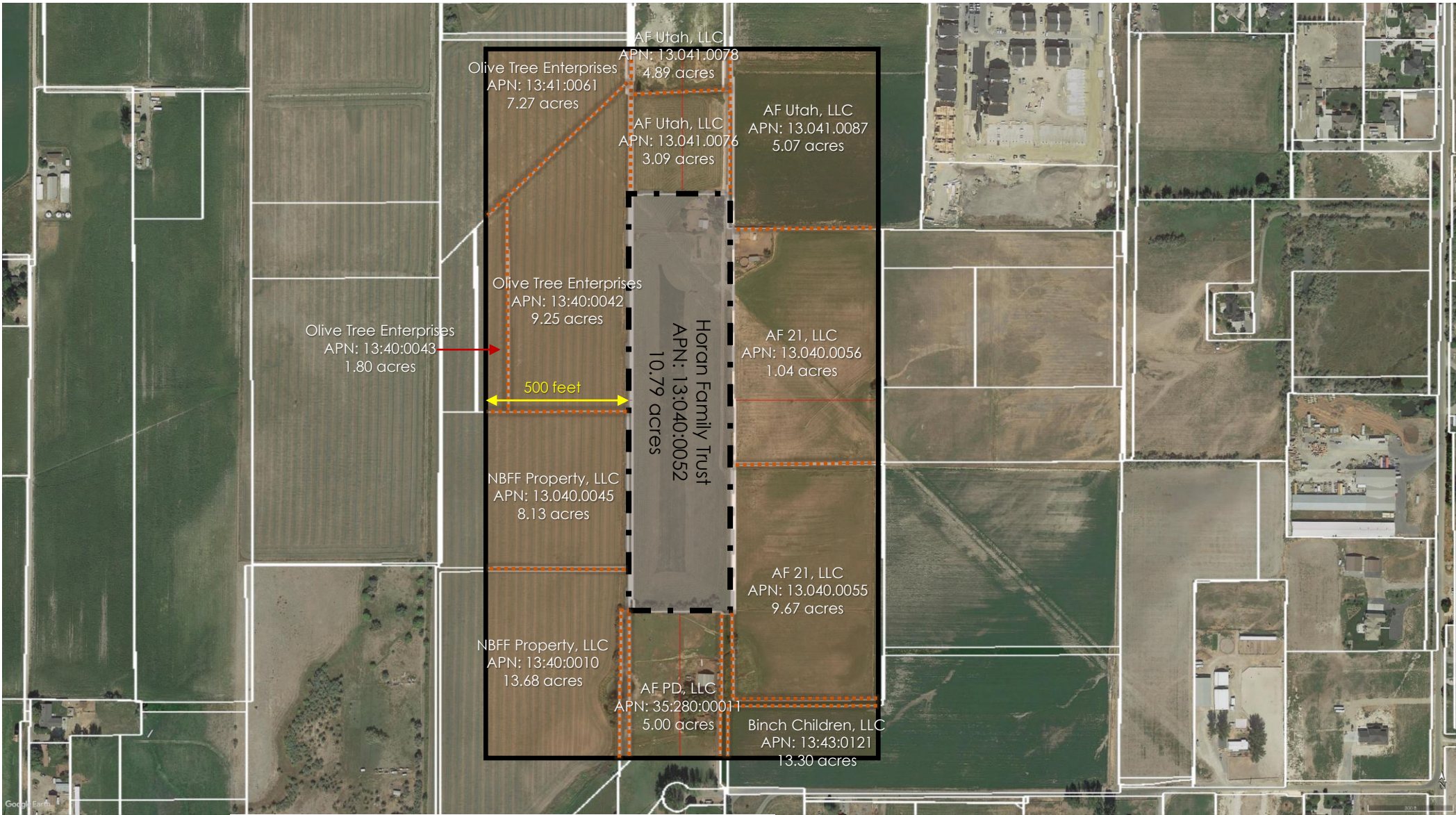


EXHIBIT 4: Boundary Map



Subject Property

EXHIBIT 4: Boundary Map



 Subject Property

EXHIBIT 5: Constraints Map



Subject Property

EXHIBIT 6: District Framework Plan

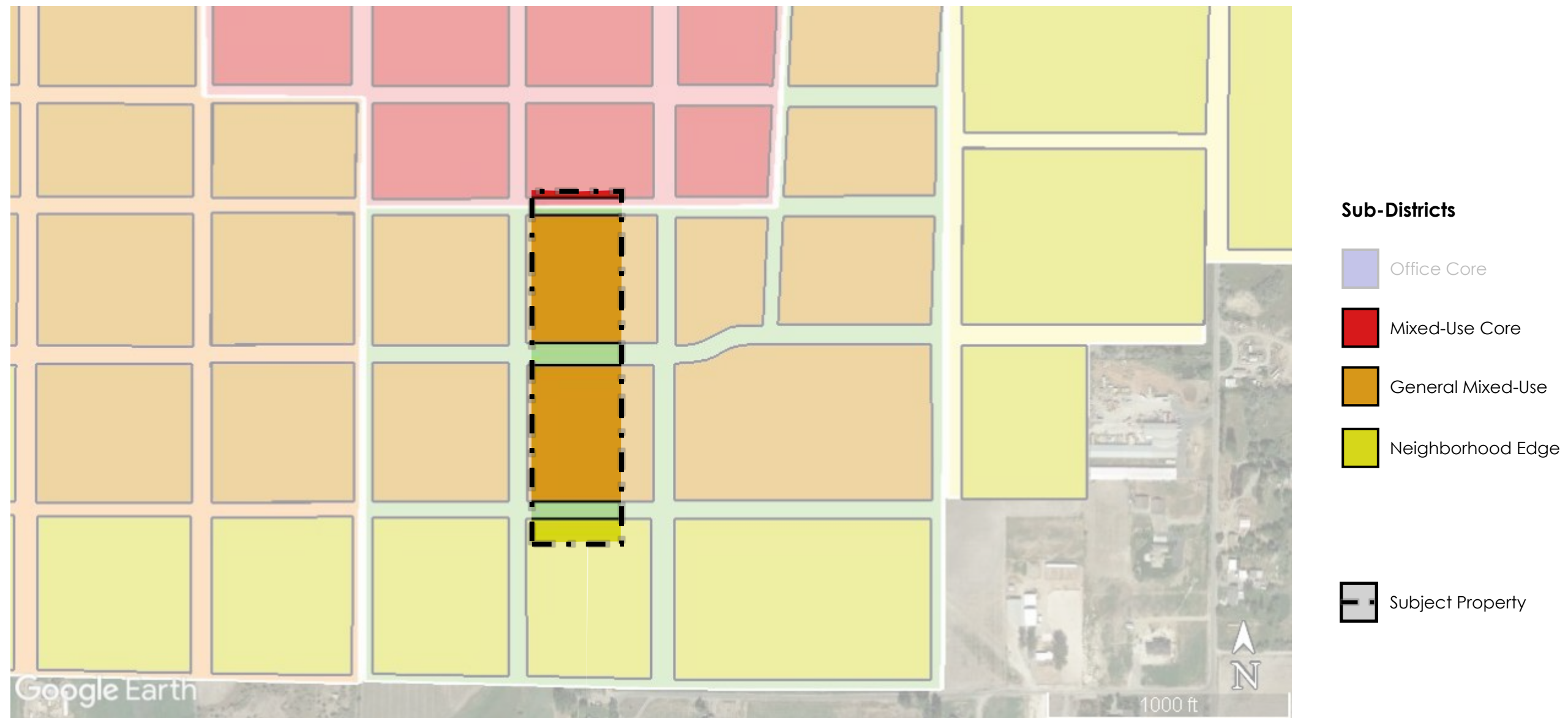
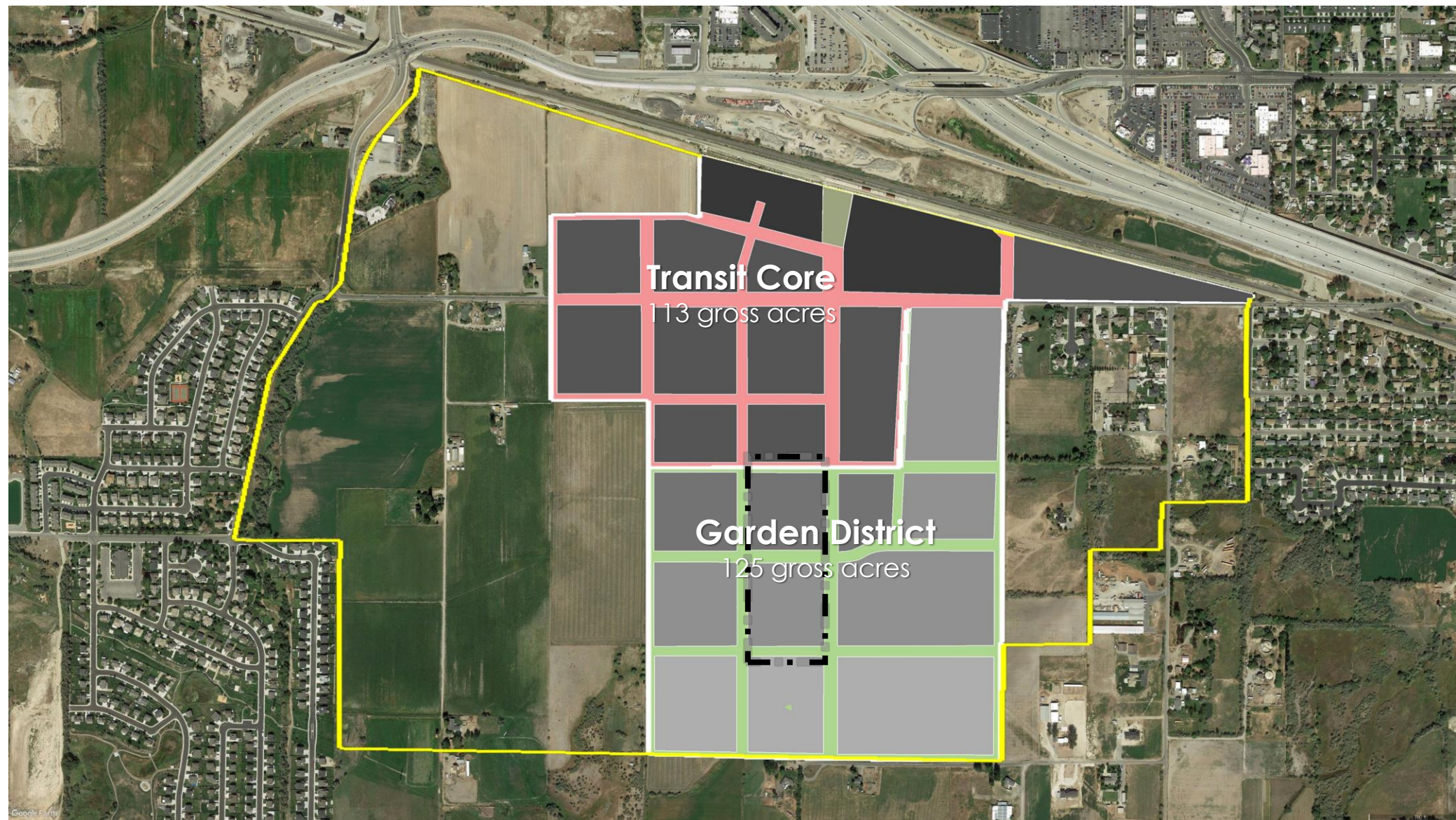


EXHIBIT 6: District Framework Plan

PERMITTED USES	SUB-DISTRICT			
	ED-R	MU-G	OF-C	MU-C
A. Residential				
Mixed-Use		X		X
Multi-Family		X		X
Single Family: Attached	X	X		X
Single Family: Detached	X			
Senior Housing	X	X		X
Work/Live Unit		X		X
Accessory Dwelling Unit	X	X		
Dormitory		X		X
B. Lodging				
Hotel (no room limit)			X	X
Inn (up to 12 rooms)		X		X
Bed & Breakfast (up to 5 rooms)	X			
AirBnB	X	X		X
C. Business				
Office Building			X	X
Home Occupation	X	X		
D. Retail				
Open Market		X		X
Neighborhood Retail		X	X	X
Display Gallery		X		X
Restaurant		X	X	X
Food Truck	X	X	X	X
Drive-through		X		X
Kiosk		X	X	X
Push Cart		X	X	X

PERMITTED USES	SUB-DISTRICT			
	ED-R	MU-G	OF-C	MU-C
E. Automotive				
Gas Station		X		
Automobile Service				
Drive-through		X		
F. Civil Support				
Assembly	X	X	X	X
Cemetery	X	X		
Funeral Home		X		X
Hospital		X	X	X
Medical Clinic		X	X	X
Library		X		X
Museum		X	X	X
Post Office		X	X	X
Public Safety	X	X	X	X
Laboratory			X	
Transit Stop/Station	X	X	X	X
G. Education				
College			X	X
Trade School		X	X	X
High School	X	X		X
Junior High School	X	X		X
Elementary School	X	X		X
Childcare Center		X		X
Charter School	X	X		X
H. Infrastructure				
Parking Lot		X	X	
Parking Structure		X	X	X
Utility & Infrastructure	X	X	X	X
Open Space	X	X	X	X

EXHIBIT 6: District Framework Plan



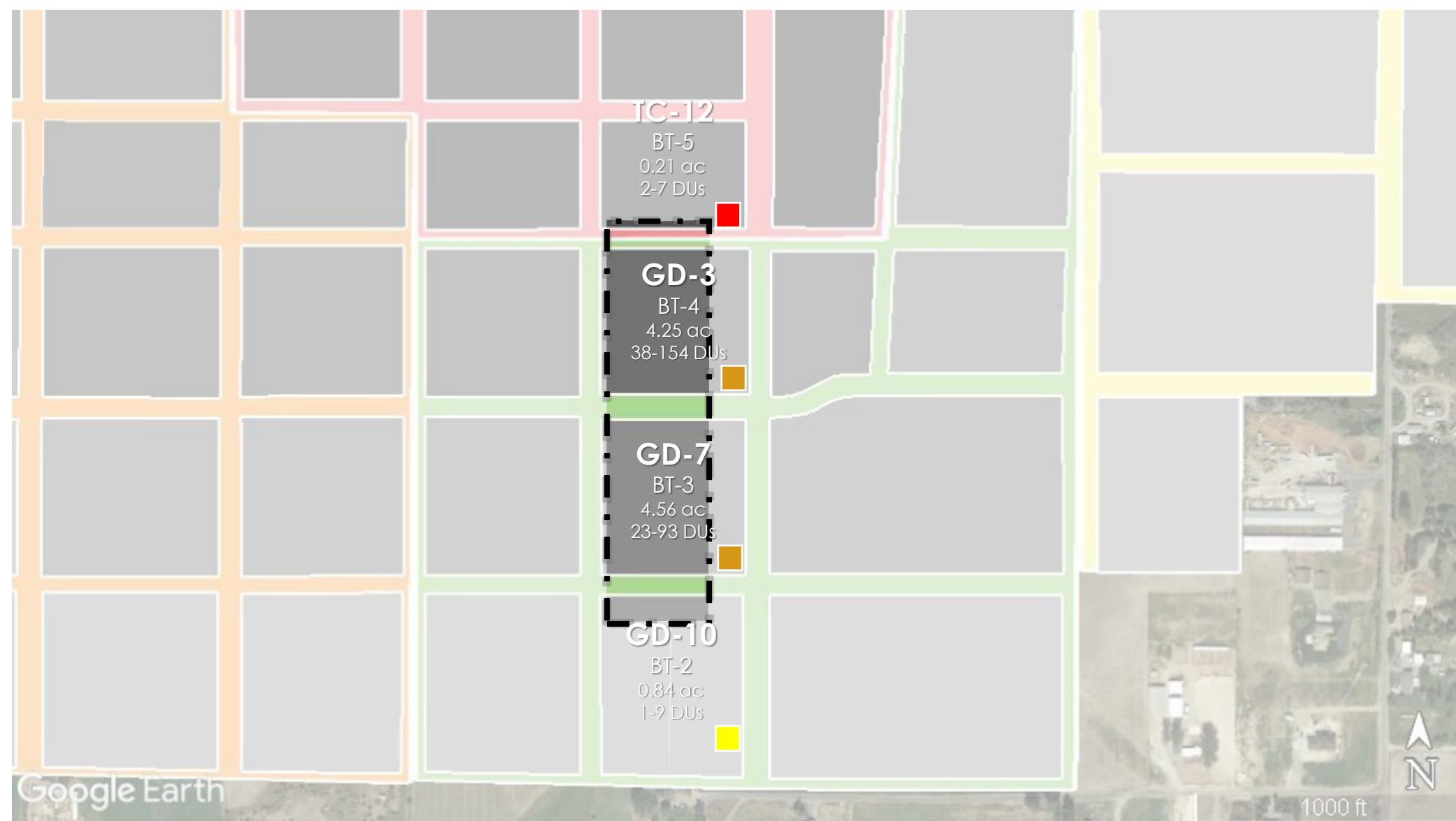
DT	Transit Core			
		Acres	Required	TOTAL
BT	BT-5	21.68		21.68
	BT-6	20.19		20.19
O/S	5-10%	1.49	5.7 to 11.3	1.49
Streets		69.64		69.64
TOTAL				113.00

DT	Garden District			
		Acres	Required	TOTAL
BT	BT-2	32.01		32.01
	BT-3	29.40		29.40
	BT-4	17.51		17.51
O/S	10-20%		12.5 to 25.0	0
Streets		46.08		46.08
TOTAL				125.00

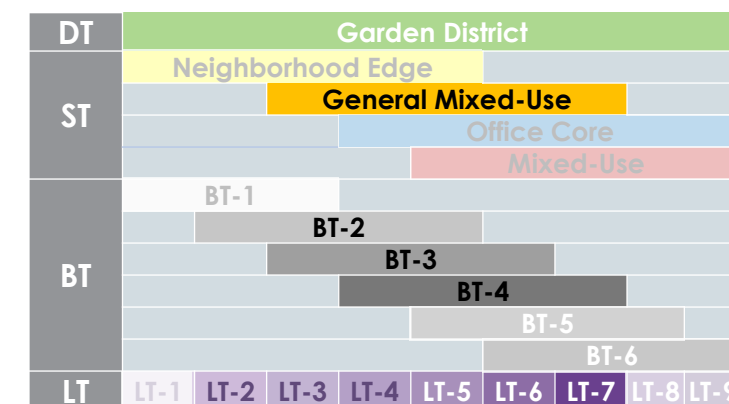
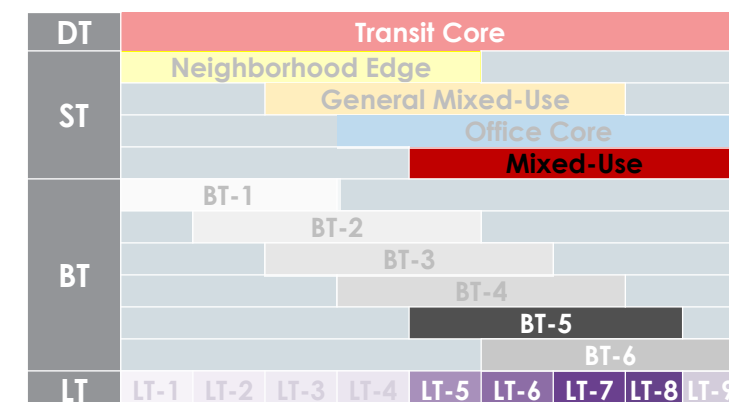


Subject Property

EXHIBIT 6: District Framework Plan



Current Boundary Conditions



Block Types

- Block Type 2 (BT-2)
- Block Type 3 (BT-3)
- Block Type 4 (BT-4)
- Block Type 5 (BT-5)
- Block Type 6 (BT-6)

Sub-Districts

- Office Core
- Mixed-Use Core
- General Mixed-Use
- Neighborhood Edge

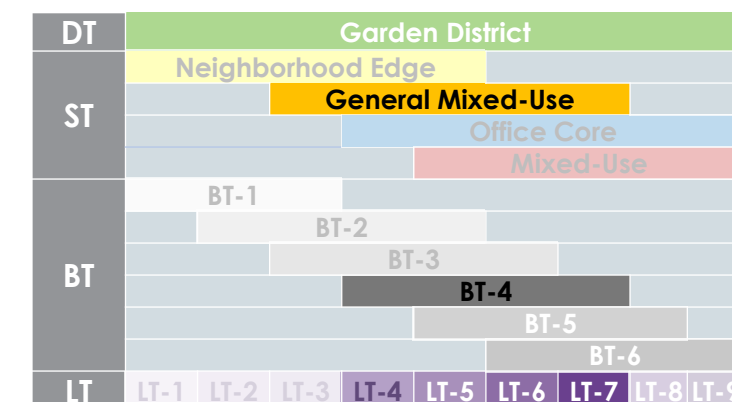
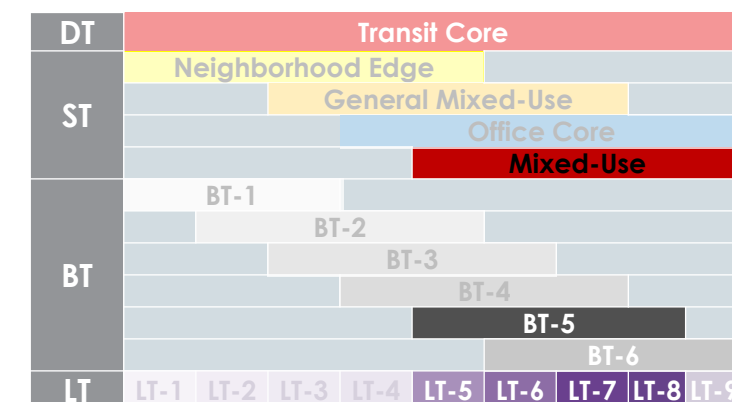
- Subject Property

EXHIBIT 6: District Framework Plan

NOTE: All blocks shall be sized as per TOD Code requirements by working with adjacent property owners (as per block size requirement identified in Table 4E of TOD Code).



Requested Block Boundary Adjustments



Block Types

- Block Type 2 (BT-2)
- Block Type 3 (BT-3)
- Block Type 4 (BT-4)
- Block Type 5 (BT-5)
- Block Type 6 (BT-6)

Sub-Districts

- Office Core
- Mixed-Use Core
- General Mixed-Use
- Neighborhood Edge

- Subject Property

EXHIBIT 6: District Framework Plan

NOTE: All blocks shall be sized as per TOD Code requirements by working with adjacent property owners (as per block size requirement identified in Table 4E of TOD Code).



Requested Block Boundary Adjustments

TABLE 4E - BLOCK CHARACTERISTICS

CHARACTER DISTRICTS	Block Size (net acres)	Block Shape
Business District	4 acre min. 8 acre max. 12 acre for sensitive lands	Orthogonal or Rhomboidal
Transit Core	4 acre min. 8 acre max. 12 acre for sensitive lands	Orthogonal or Rhomboidal
West Neighborhood	6 acre min. 10 acre max. 12 acre for sensitive lands	40% min. Orthogonal or Rhomboidal
Garden District	6 acre min. 10 acre max. 12 acre for sensitive lands	40% min. Orthogonal or Rhomboidal
East Neighborhood	6 acre min. 10 acre max. 12 acre for sensitive lands	50% min. Orthogonal or Rhomboidal



Subject Property

EXHIBIT 6: District Framework Plan

Lot Type Assignments									
Block Type	Lot Type Percentages								
	LT-1	LT-2	LT-3	LT-4	LT-5	LT-6	LT-7	LT-8	LT-9
BT-1	40 - 80%	0-30%	10 - 30%	n/a	n/a	n/a	n/a	n/a	n/a
BT-2	n/a	40 - 60%	20 - 50%	0-20%	0-10%	n/a	n/a	n/a	n/a
BT-3	n/a	n/a	0-40%	10 - 40%	30 - 50%	0-5%	n/a	n/a	n/a
BT-4	n/a	n/a	n/a	0-20%	20 - 50%	10 - 20%	0-30%	n/a	n/a
BT-5	n/a	n/a	n/a	n/a	n/a	0-40%	20 - 40%	10 - 40%	n/a
BT-6	n/a	n/a	n/a	n/a	n/a	n/a	0-30%	20 - 40%	0-40%

EXHIBIT 6: District Framework Plan

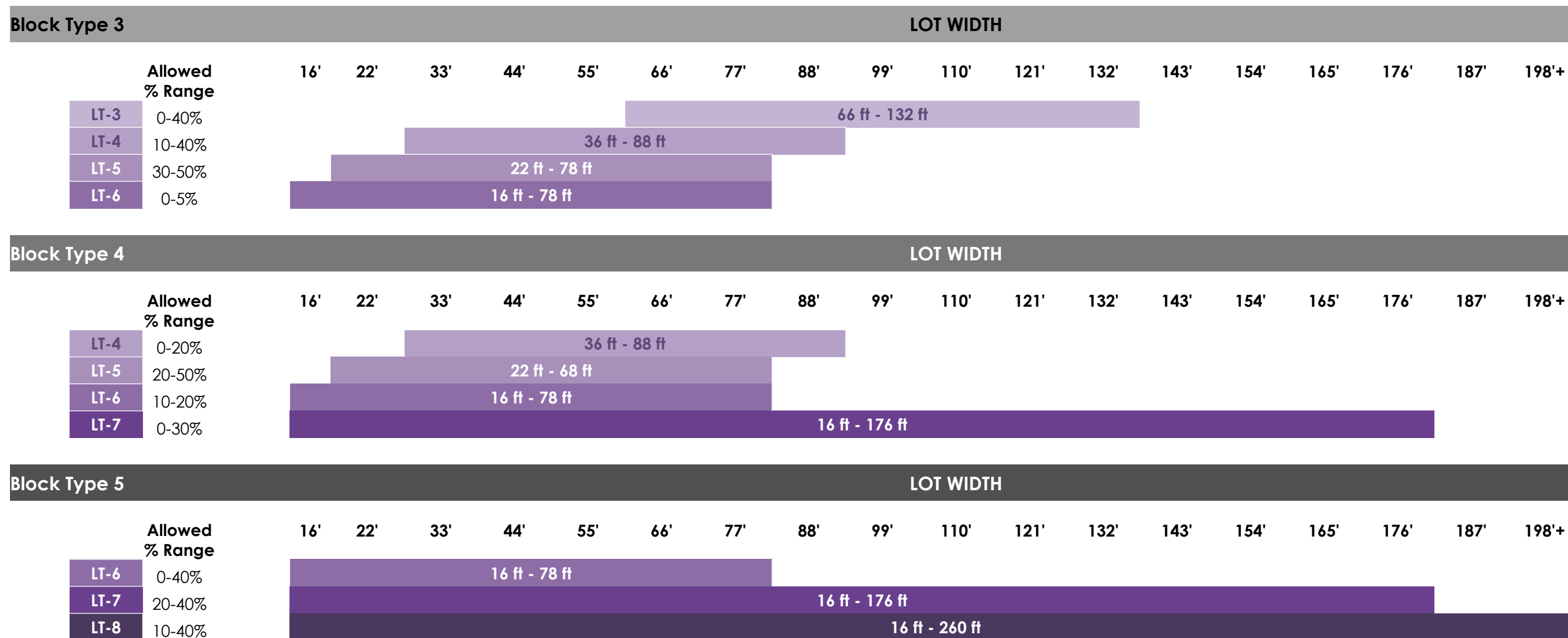
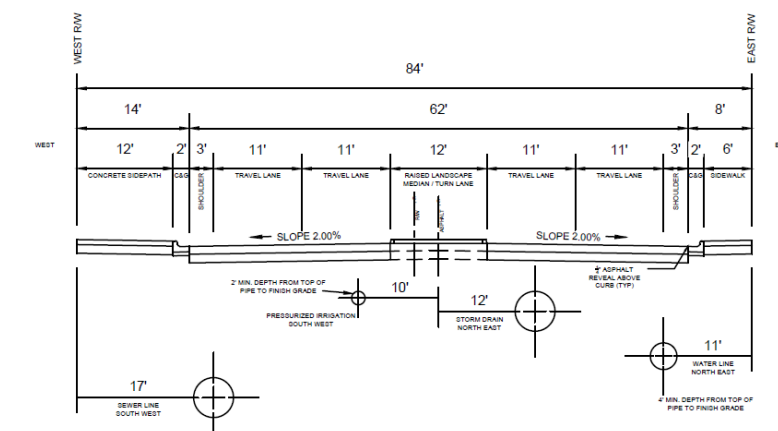
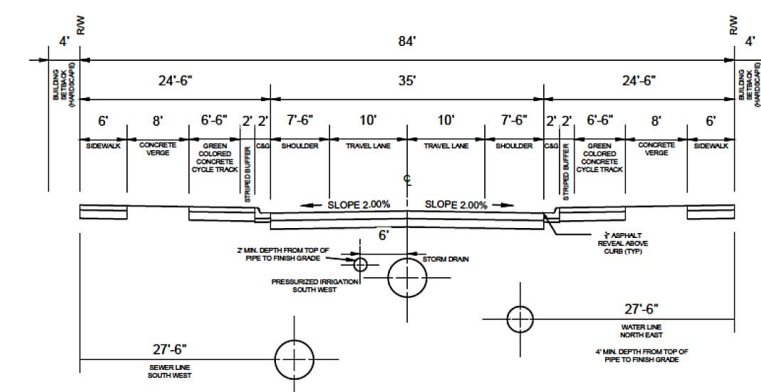


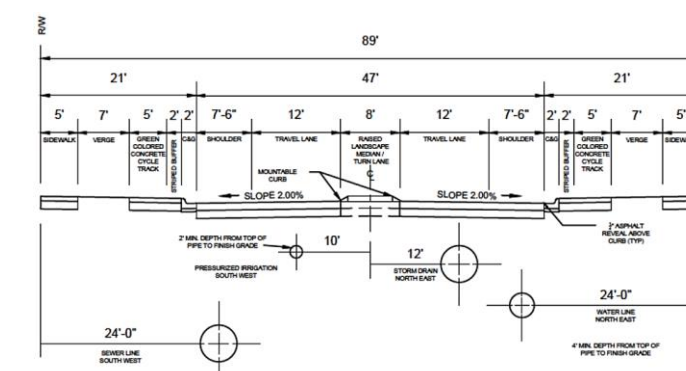
EXHIBIT 7: Transportation Network Plan



 Major Arterial



 Core Collector



 Neighborhood Collector

 Subject Property

EXHIBIT 8: Thoroughfare Naming Plan



Exhibit 9: Bicycle Network Plan



6'6" colored concrete cycle track with
2' buffer in each direction
(Core Collector)



5' colored concrete cycle track with
2' buffer in each direction
(Neighborhood Collector)



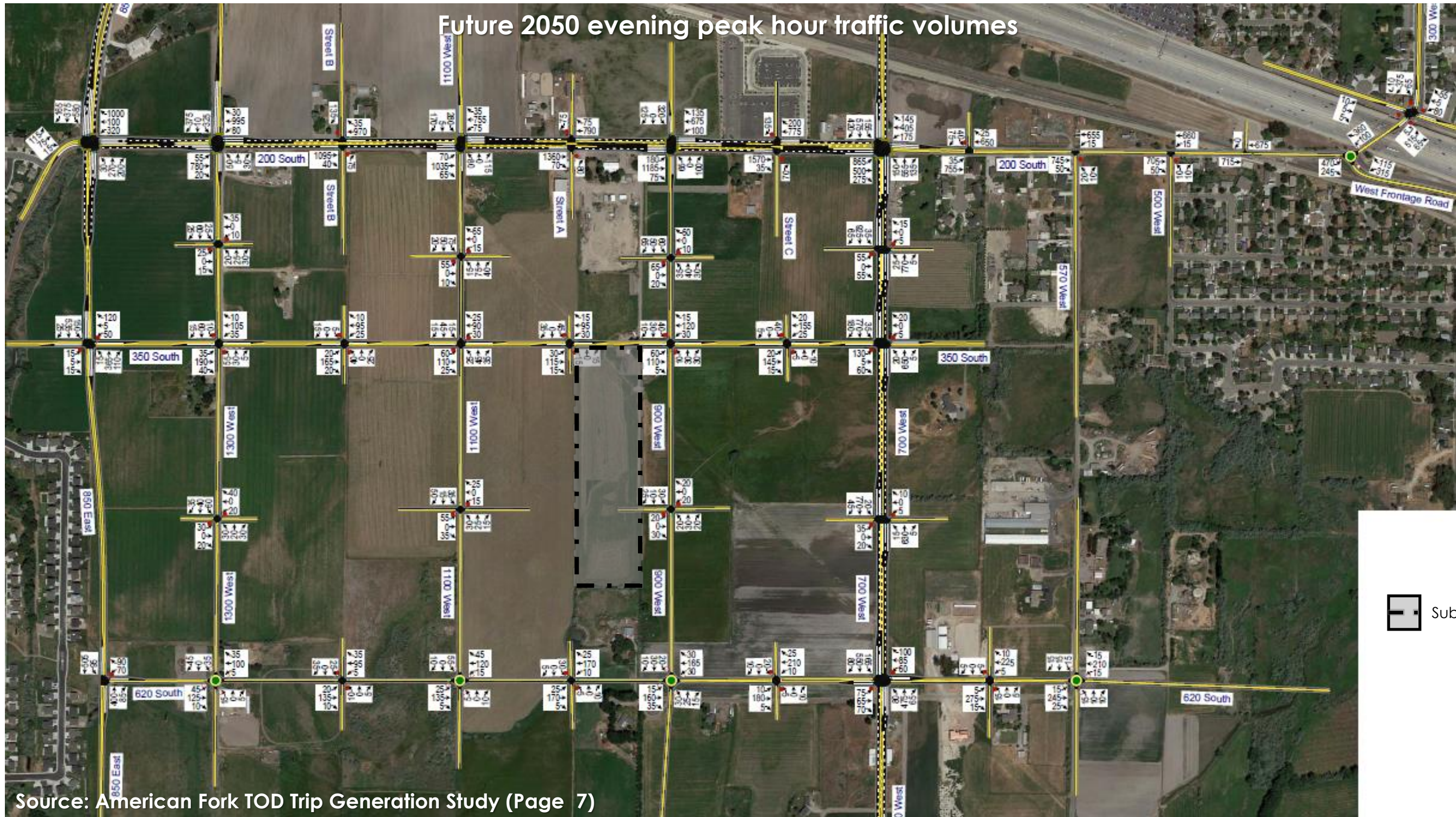
Subject Property

EXHIBIT 10: Traffic Study



Source: American Fork TOD Trip Generation Study (Page 5)

EXHIBIT 10: Traffic Study



Attachment: 2. District Framework Plan (Hoggard TOD Project)

EXHIBIT 11: Civic District Plan

NOTE: Palette of civic open space types as identified for future consideration and use with BT-3, BT-4, & BT-5 as reflected in this submittal.

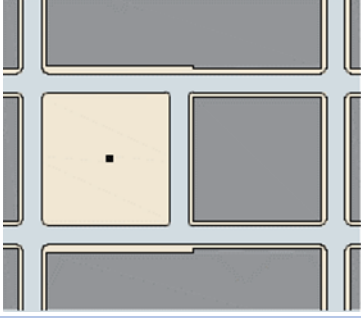

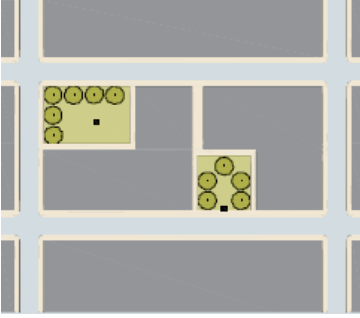

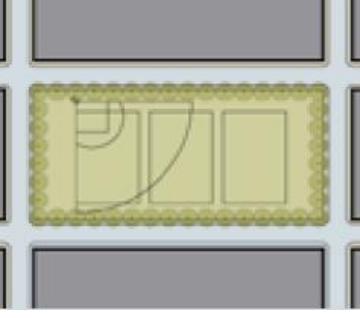
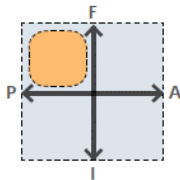
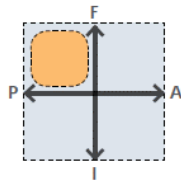
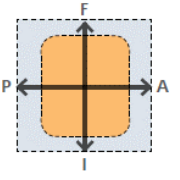
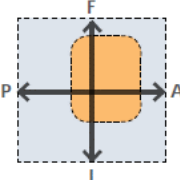
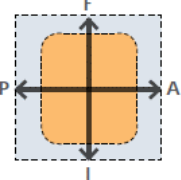
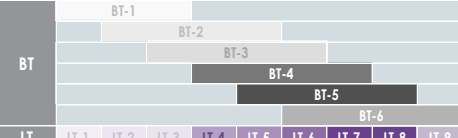
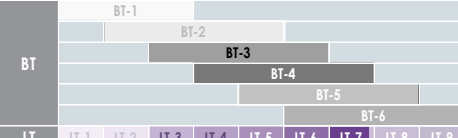
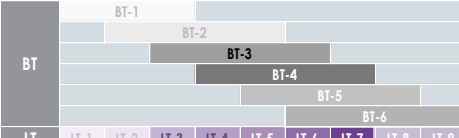
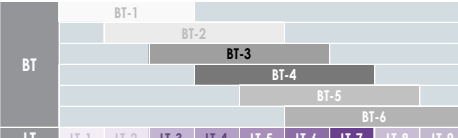
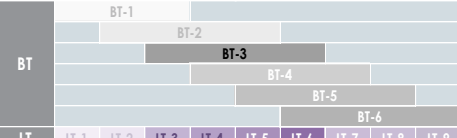
CIVIC OPEN SPACE TYPE	PLAZA (PL)	ENTRANCE PARK (EP)	POCKET PARK (PP)	NEIGHBORHOOD PARK (NP)	COMMUNITY PARK (CP)
DIAGRAM					
DESCRIPTION	Available for civic purposes and commercial activities. Spatially defined by building frontages. Design consists primarily of hardscape elements with optional trees. Typically located at intersections of important streets. Programmed with passive uses and serves as a point of respite.	Formal delineation of a residential community entrance through landscaping and monumentation. It provides passive uses and creates neighborhood identity	Small and frequent, generally with passive recreation that ensures walkable green space access for everyone. May contain specialized facilities that serve a concentrated or limited population or group such as tots, pets, or senior citizens.	The neighborhood park remains the basic unit of the park system and serves as the recreational and social focus of the neighborhood. The focus is on informal active and passive recreation. The park should be centrally located within the neighborhood. Frequently these parks are developed adjacent to civic uses such as an elementary school.	The focus of this park classification is on meeting community based recreational needs, as well as preserving unique landscapes and open spaces. They allow group activities and offer other recreational opportunities not feasible at the neighborhood level. They should be developed for both active and passive recreation activities and serve two or more neighborhoods. Regardless of size, parks will be deemed Community Parks if they provide restroom facilities, parking lots, or other amenities that would service patrons who travel to the park.
SERVICE AREA	1/4 to 1/2 mile radius	1/4 to 1/2 mile radius	1/4 mile radius	1/4 to 1/2 mile radius	1/2 to 2 mile radius
SIZE	Up to 2 acres	Up to 2 acres	2,500 sqft to 1 acre	3 to 10 acres	10 to 20 acres
FRONTAGE	Building	Building	Building	Building	Building
TYPICAL FACILITIES	Recreation, accessory structures, water fountains, paths and trails	Recreation, accessory structures, water fountains, paths and trails	Tot lots, formal and informal seating, gazebos, barbecue equipment, picnic benches, croquet lawns, water features, small play areas, gardens.	Recreation, accessory structure, water fountains, paths and trails	Recreation, accessory structure, water fountains, paths and trails
DISPOSITION AND USAGE	Formal, Passive 	Formal, Passive 	Formal, Informal, Active, or Passive 	Formal, Active 	Formal, Informal, Active, or Passive 
					

EXHIBIT 11: Civic District Plan

NOTE: Palette of civic open space types as identified for future consideration and use with BT-3, BT-4, & BT-5 as reflected in this submittal.

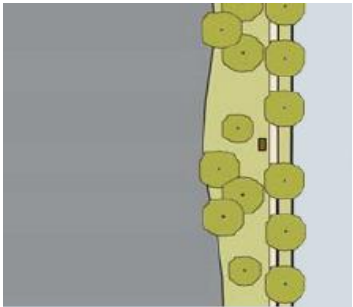
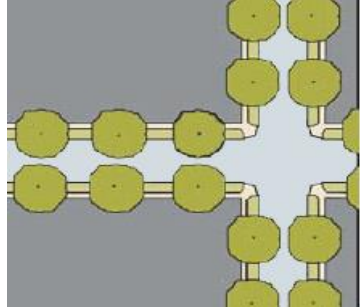
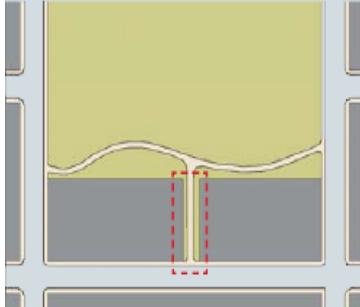


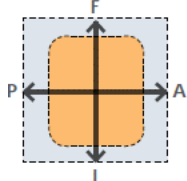
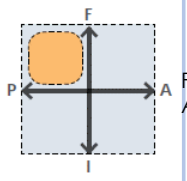
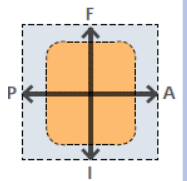
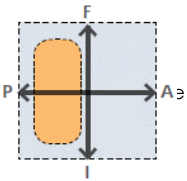
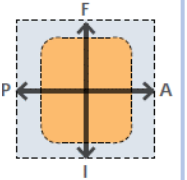
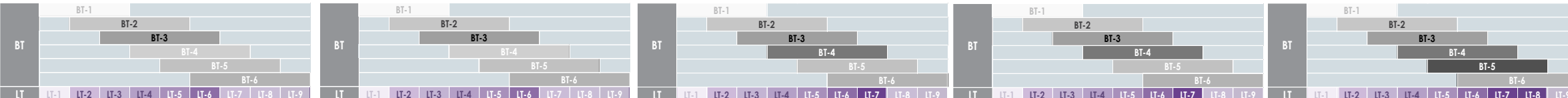
CIVIC OPEN SPACE TYPE	PARKWAY/BOULEVARD (PB)	TREE LAWN (TL)	CONNECTOR TRAIL (CT)	PASEO (PS)	LINEAR PARK (LP)
DIAGRAM					
DESCRIPTION	Urban streets that provide comfortable and safe pedestrian and cyclist connections. May include landscaped center median, large shade trees, on or offstreet bikeways and seating.	Open space within a public right-of-way that allows for passive use, bus stops, shade trees and ornamental landscaping. (Only the portion of a tree lawn that exceeds the city standard of 6 feet in width may be applied towards open space.	A connector trail is a linear public open space type that accommodates two or more users on the same, undivided trail providing primary and/or secondary public connections. Trail users could include pedestrians, bicyclists, skaters, etc. A connector trail frequently provides an important place for active recreation and creates a connection to regional paths and biking trails. Connector trails within greenways or neighborhood parks shall be naturally disposed with low impact paving materials so there is minimal impact to the existing natural environment and/or landscaping.	Linear pedestrian corridor that is defined by homes fronting the space. Often includes passive activities as well as tot lots, community gardens, and neighborhood games.	As the name suggests, a linear park is substantially longer than it is wide, and is typically used to activate underutilized corridors such as disused railroad beds, canals, streams, extended defensive walls, highways, or power lines.
SERVICE AREA	Varies	Varies	Varies	Varies	1/8 to 1/4 mile radius
SIZE	Varies	Varies	Varies	Varies	Varies
FRONTAGE	Building	Varies	Varies	Varies	Varies
TYPICAL FACILITIES	Recreation, accessory structure, water fountains, paths and trails	Recreation, accessory structure, water fountains, paths and trails	These include drinking fountains, scenic view posts, fitness stations, and directional signs, and may be spread along the trail or grouped in a trailhead area.	Recreation, accessory structure, water fountains, paths and trails	Paths, pet facilities, seating, green infrastructure
DISPOSITION AND USAGE	Formal, Informal, Active, or Passive 	Formal, Passive 	Formal, Informal, Active, or Passive 	Formal, Informal, 	Formal, Informal, Active, or Passive 
					

EXHIBIT 11: Civic District Plan

NOTE: Palette of civic open space types as identified for future consideration and use with BT-3, BT-4, & BT-5 as reflected in this submittal.

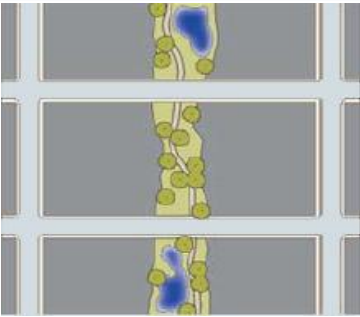
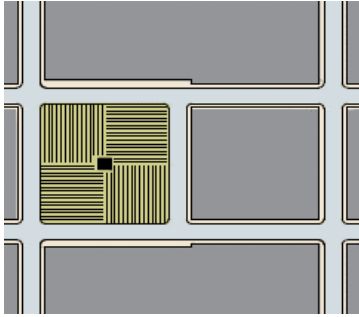


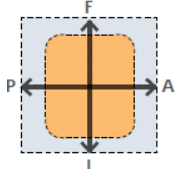
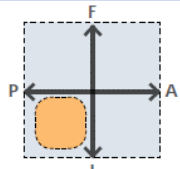
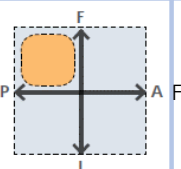
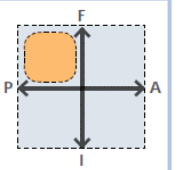
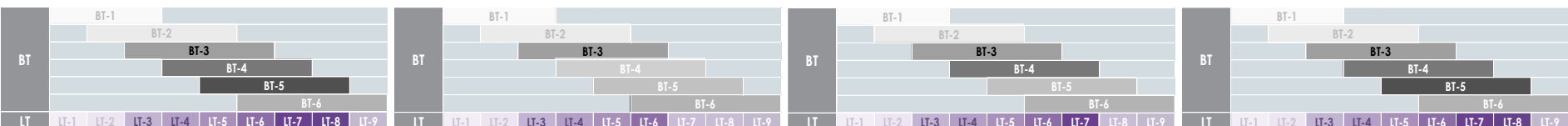
CIVIC OPEN SPACE TYPE	SPECIAL USE (SU)	COMMUNITY GARDEN (CG)	GREENWAY (GW)	WATERWAY/CHANNEL (WC)
DIAGRAM				
DESCRIPTION	Covers a broad range of parks and recreation facilities oriented toward single purpose use. Special uses generally fall into three categories: Historic/Cultural/Social Sites (ex: historic downtown areas, performing arts parks, arboretums, ornamental gardens, indoor theaters, churches, public buildings and amphitheatres). Recreation facilities (i.e. either specialized or single-purpose facilities) fall into this category; for example, community centers, senior centers, hockey arenas, marinas, golf courses and aquatic parks. Frequently community buildings and recreational facilities are located within neighborhood parks and community parks.	Space programmed specifically for gardening. Located in the center of a neighborhood to provide convenient and safe access. Often included in pocket parks or neighborhood parks. They are valued assets in urban areas, where residential yards are rare.	The space is located around or within a natural resource area (stream; wetlands) but is user based in function. Uses include nature viewing and study, modal sport recreation, and also function as connections within the larger park system allowing uninterrupted pedestrian movement. Corridor width 25-200 feet with 50 feet a standard minimum.	Linear space defined by a waterway. The space serves as a pedestrian connection, recreational opportunity, and property value creation (waterfront property). It can serve as a secondary connection to a greenway or parkway.
SERVICE AREA	Varies	1/4 to 1/2 mile radius	Varies	Varies
SIZE	Varies	1.5 to 6 acres	Varies	Varies
FRONTAGE	Varies	Building	Varies	Varies
TYPICAL FACILITIES	Tot lots, formal and informal seating, gazebos, barbecue equipment, picnic benches, croquet lawns, water features, small play areas, and gardens.	Recreation, accessory structure, water fountains, paths and trails	Recreation, accessory structure, water fountains, paths and trails	Recreation, accessory structure, water fountains, paths and trails
DISPOSITION AND USAGE	Formal, Informal, Active, or Passive 	Informal, Passive 	Formal, Passive 	Formal, Passive 
				

EXHIBIT 11: Civic District Plan

NOTE: Palette of civic open space types as identified for future consideration and use with BT-3, BT-4, & BT-5 as reflected in this submittal.


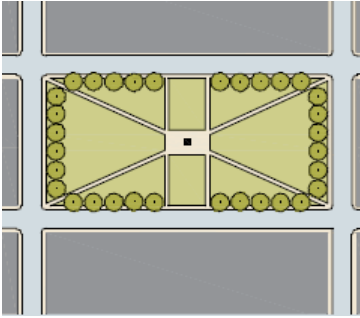

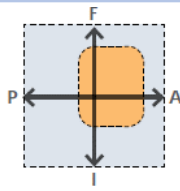
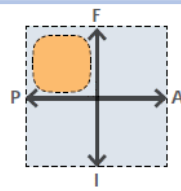
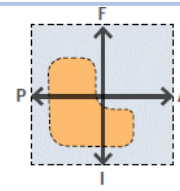
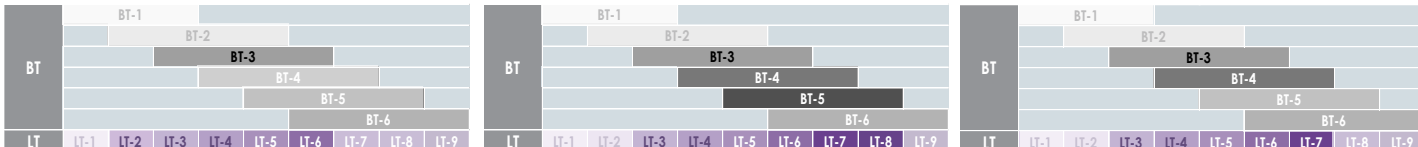
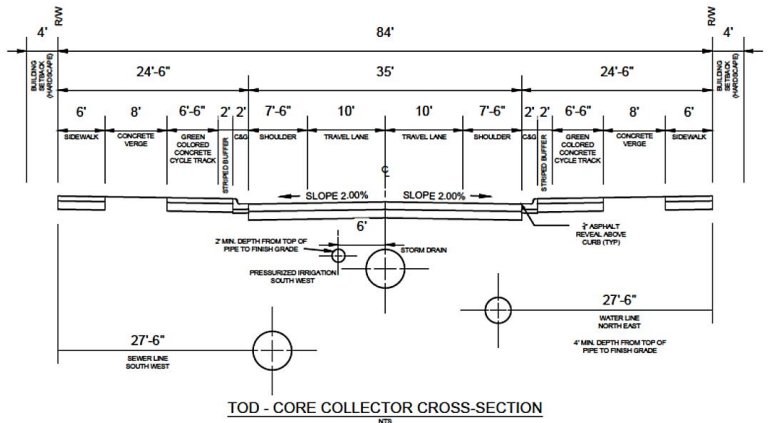
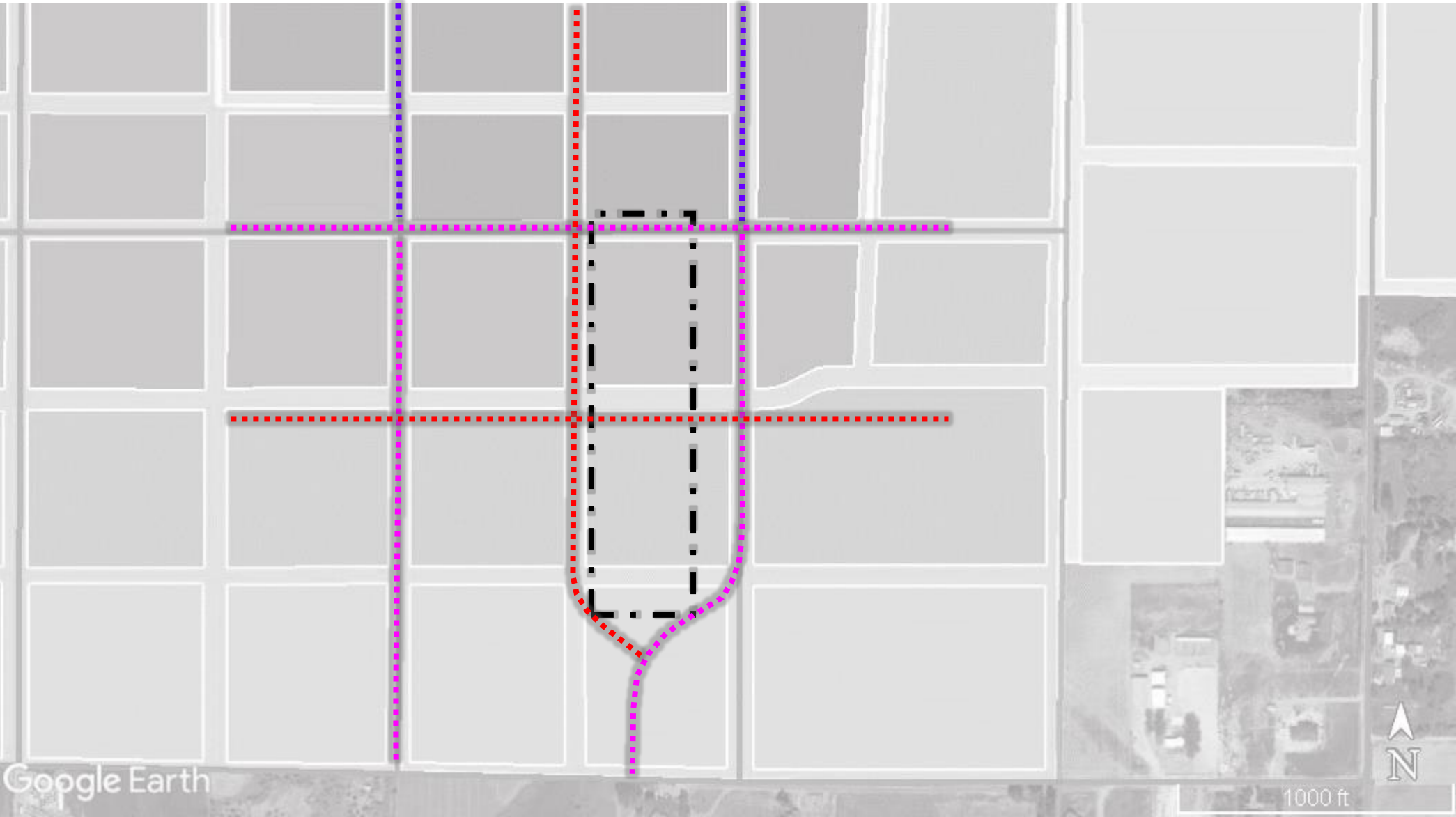
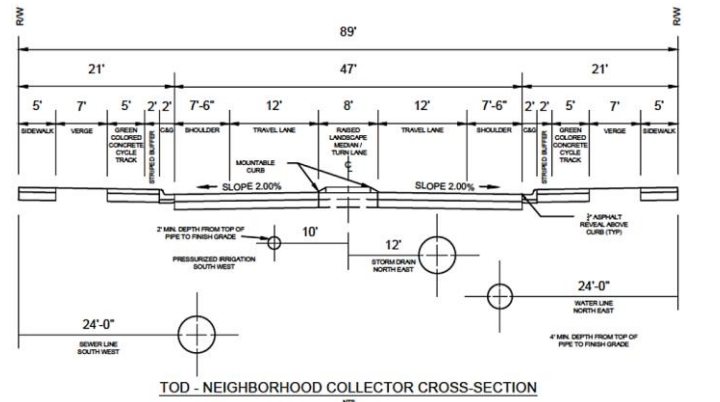
CIVIC OPEN SPACE TYPE	CLOSE (CL)	SQUARE (SQ)	GREEN (GR)
DIAGRAM			
DESCRIPTION	A Close is a close-ended street that incorporates open space in the form of a green, playground, tennis court, or other amenity, creating a place with high value for both the adjacent homes and neighborhood. Where close-ended streets are desired, the submitter should consider the benefits of a Close over a cul-de-sac.	A public space, seldom larger than a block, at the intersection of important streets, and circumscribed spatially by building frontages. Its landscape consisting of paths, lawns, trees, and civic buildings all formally disposed, and requiring substantial maintenance. Often understood as the heart or center of a neighborhood or district.	A green is a public space similar to a square but more informal and with more green space. It often functions as a central gathering place within campuses or regional parks. While most recreation in greens is passive, they typically include enough open area to support smaller scale active recreation.
SERVICE AREA	1/8 to 1/4 mile radius	1/8 to 1/4 mile radius	1/2 mile radius
SIZE	.05 to .10 acres	0.5 to 2 acres	2 to 5 acres
FRONTAGE	Building	Building	Building
TYPICAL FACILITIES	Recreation, seating, lawns, pet facilities, etc.	Paths, seating, lawns	Paths, pet facilities, lawns
DISPOSITION AND USAGE	Formal, Informal, Active, or Passive 	Formal, Passive 	Formal, Informal, Active, or Passive 
			

EXHIBIT 12: Thoroughfare Assemblies

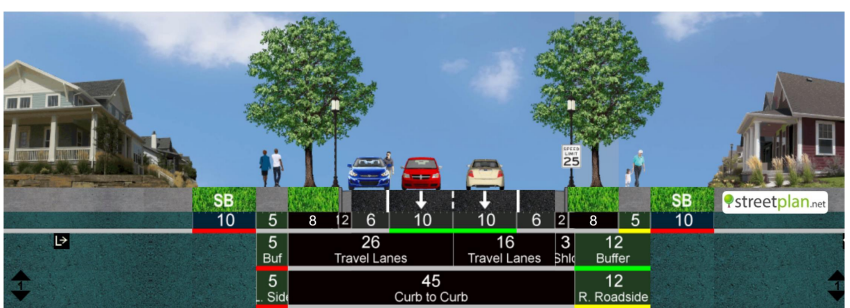
NOTE: All minor thoroughfares require a minimum of 32 feet of asphalt (Section 4.05.6.a).
All thoroughfares on subject property boundary shall be designed and constructed at half-width.



 Core Collector



 Neighborhood Collector

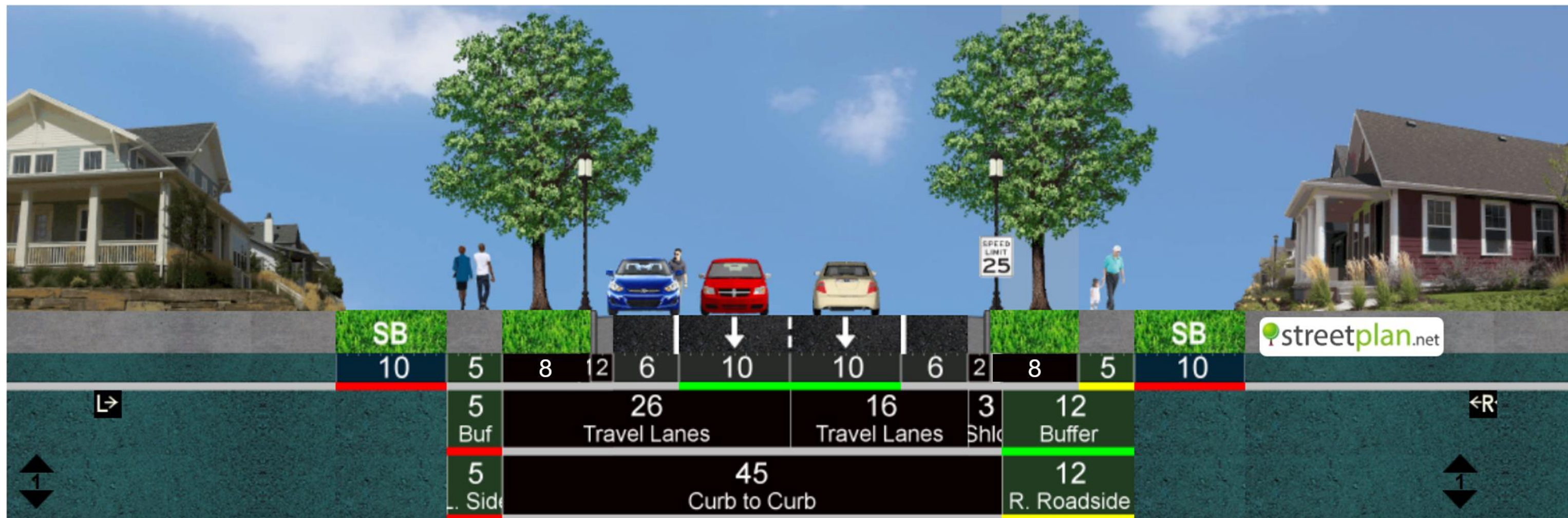


 Neighborhood Street

Attachment: 2. District Framework Plan (Hoggard TOD Project)

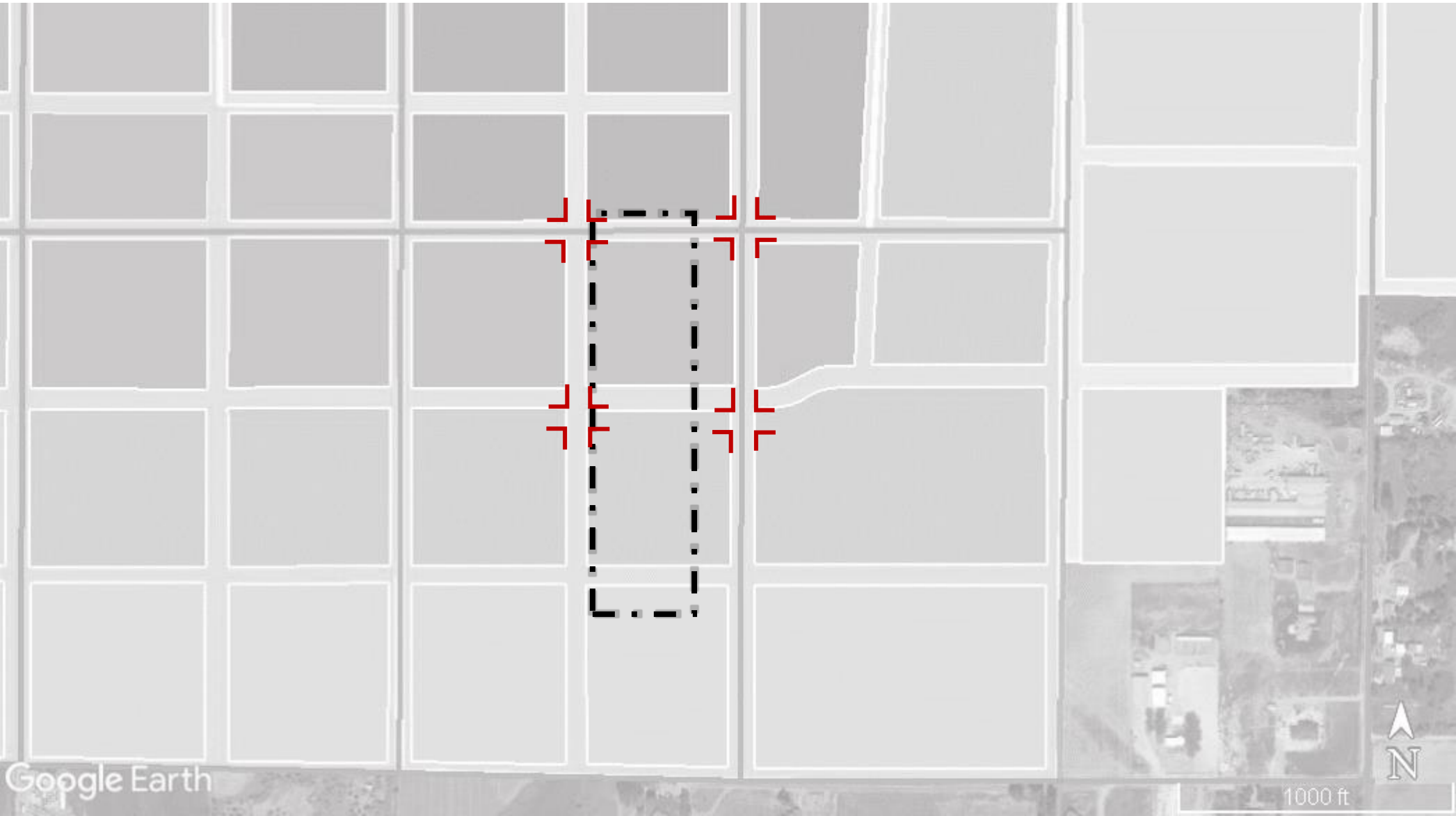
EXHIBIT 12: Thoroughfare Assemblies

NOTE: All minor thoroughfares require a minimum of 32 feet of asphalt (Section 4.05.6.a).



Neighborhood Street

EXHIBIT 13: Intersection Assemblies

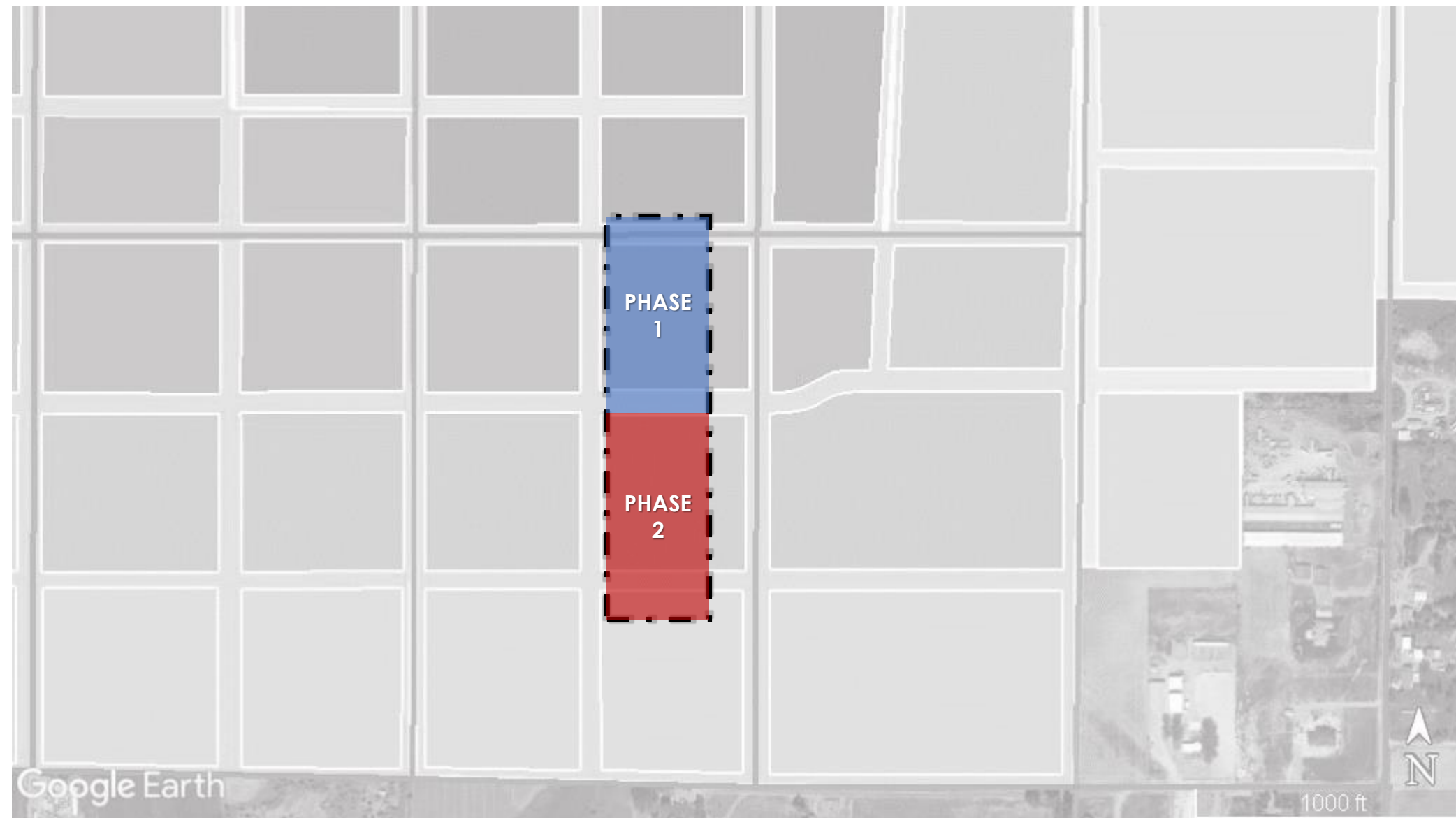


INTERSECTION TYPE	ST	Neighborhood Edge									DESCRIPTION	ILLUST
		General Mixed-Use										
		Office Core										
		Mixed-Use										
BT	BT-1	BT-2										
		BT-3										
		BT-4										
		BT-5										
		BT-6										
LT	LT-1	LT-2	LT-3	LT-4	LT-5	LT-6	LT-7	LT-8	LT-9			
4-WAY INTERSECTION (4W)		x	x	x	x	x	x	x	x	x	A standard intersection between two continuous thoroughfares at or near right angles.	

strict Framework Plan (



EXHIBIT 14: Phasing Plan



- As per Section 5.09.3 of the TOD zoning code future submissions, at the Block Plan level will identify sub-phases.
“Phase numbers must be formatted as sub-phase numbers of the district framework plan in the format - district framework plan phase - block plan phase. (i.e. Phase 4-1, 4-2, 4-3, etc.)”

EXHIBIT 15: Conceptual Architectural Standards

Block Type	Dwelling Unit Maximums								
	LT-1	LT-2	LT-3	LT-4	LT-5	LT-6	LT-7	LT-8	LT-9
BT-1	2 DUs per gross acre	4 DUs per gross acre	8 DUs per gross acre	n/a	n/a	n/a	n/a	n/a	n/a
BT-2	n/a	4 DUs per gross acre	8 DUs per gross acre	14 DUs per gross acre	20 DUs per gross acre	n/a	n/a	n/a	n/a
BT-3	n/a	n/a	8 DUs per gross acre	14 DUs per gross acre	20 DUs per gross acre	30 DUs per gross acre	n/a	n/a	n/a
BT-4	n/a	n/a	n/a	14 DUs per gross acre	20 DUs per gross acre	30 DUs per gross acre	42 DUs per gross acre	n/a	n/a
BT-5	n/a	n/a	n/a	n/a	n/a	30 DUs per gross acre	42 DUs per gross acre	50 DUs per gross acre	n/a
BT-6	n/a	n/a	n/a	n/a	n/a	n/a	42 DUs per gross acre	50 DUs per gross acre	65 DUs per gross acre

EXHIBIT 15: Conceptual Architectural Standards

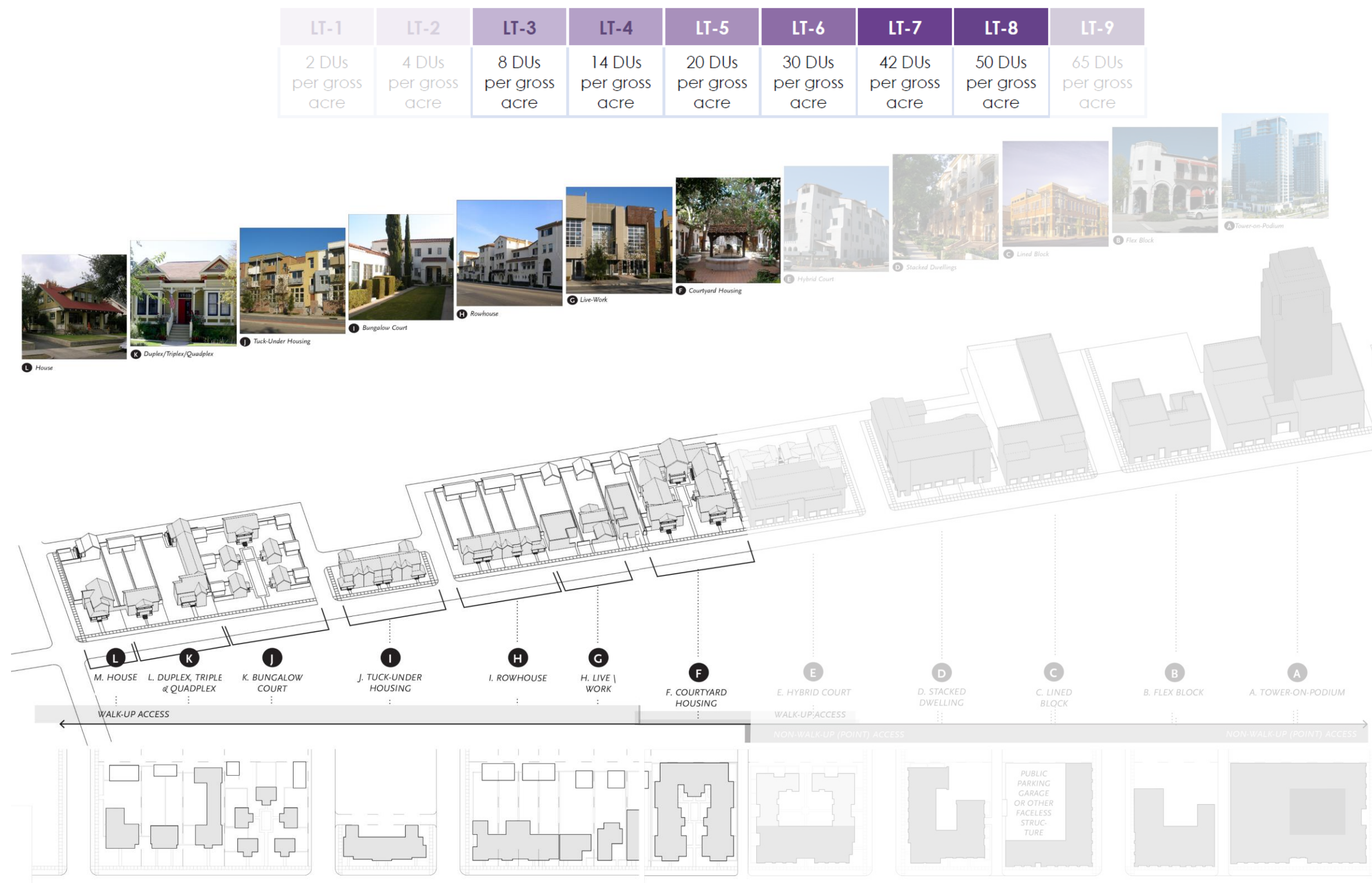


EXHIBIT 15: Conceptual Architectural Standards

LT-1	LT-2	LT-3	LT-4	LT-5	LT-6	LT-7	LT-8	LT-9
2 DUs per gross acre	4 DUs per gross acre	8 DUs per gross acre	14 DUs per gross acre	20 DUs per gross acre	30 DUs per gross acre	42 DUs per gross acre	50 DUs per gross acre	65 DUs per gross acre



EXHIBIT 15: Conceptual Architectural Standards

LT-1	LT-2	LT-3	LT-4	LT-5	LT-6	LT-7	LT-8	LT-9
2 DUs per gross acre	4 DUs per gross acre	8 DUs per gross acre	14 DUs per gross acre	20 DUs per gross acre	30 DUs per gross acre	42 DUs per gross acre	50 DUs per gross acre	65 DUs per gross acre



EXHIBIT 15: Conceptual Architectural Standards

LT-1	LT-2	LT-3	LT-4	LT-5	LT-6	LT-7	LT-8	LT-9
2 DUs per gross acre	4 DUs per gross acre	8 DUs per gross acre	14 DUs per gross acre	20 DUs per gross acre	30 DUs per gross acre	42 DUs per gross acre	50 DUs per gross acre	65 DUs per gross acre



EXHIBIT 15: Conceptual Architectural Standards

LT-1	LT-2	LT-3	LT-4	LT-5	LT-6	LT-7	LT-8	LT-9
2 DUs per gross acre	4 DUs per gross acre	8 DUs per gross acre	14 DUs per gross acre	20 DUs per gross acre	30 DUs per gross acre	42 DUs per gross acre	50 DUs per gross acre	65 DUs per gross acre

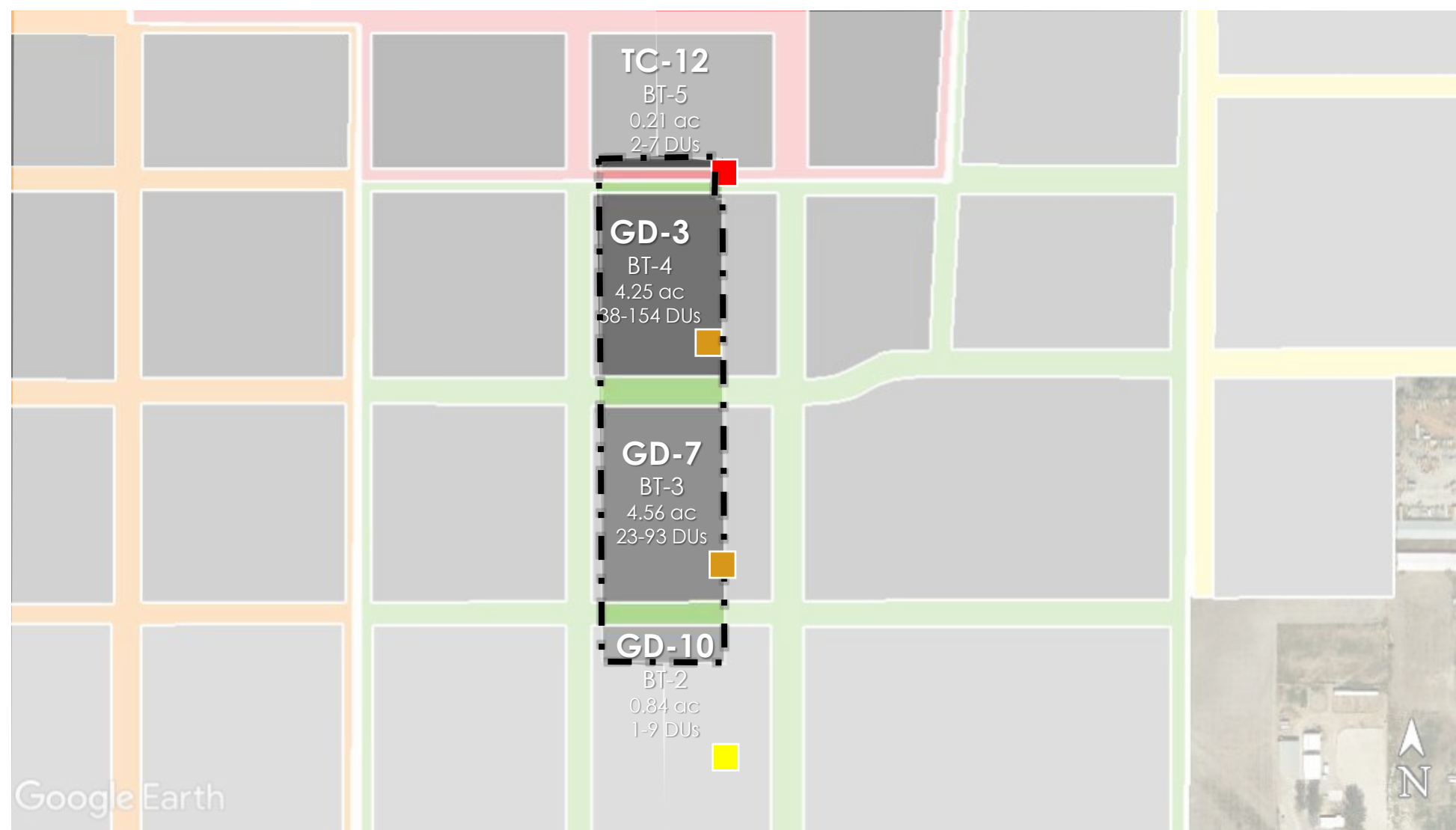


EXHIBIT 15: Conceptual Architectural Standards

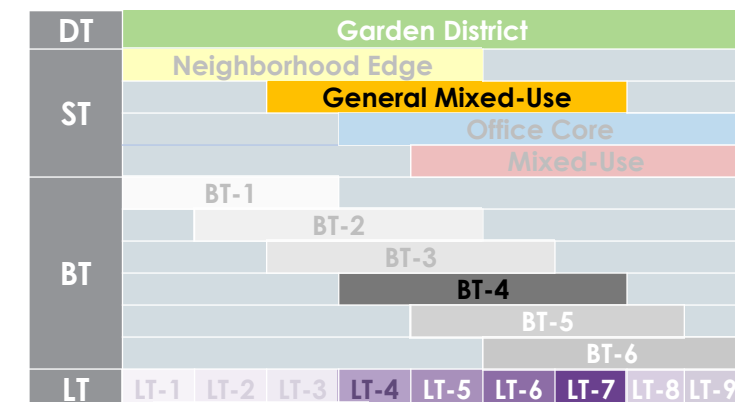
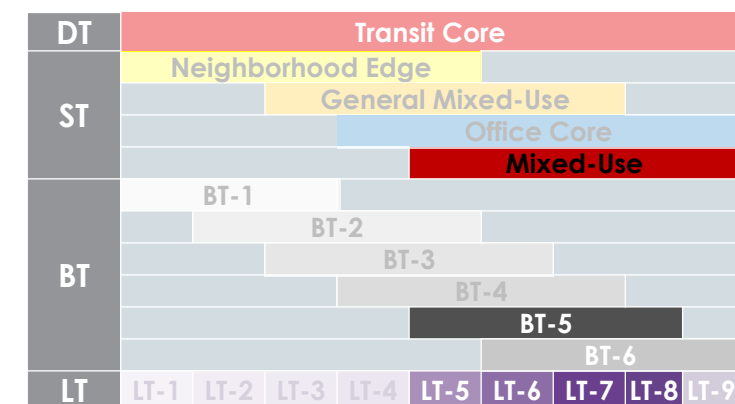
LT-1	LT-2	LT-3	LT-4	LT-5	LT-6	LT-7	LT-8	LT-9
2 DUs per gross acre	4 DUs per gross acre	8 DUs per gross acre	14 DUs per gross acre	20 DUs per gross acre	30 DUs per gross acre	42 DUs per gross acre	50 DUs per gross acre	65 DUs per gross acre






EXHIBIT 16: Special Requirements







Current Boundary Conditions



Block Types

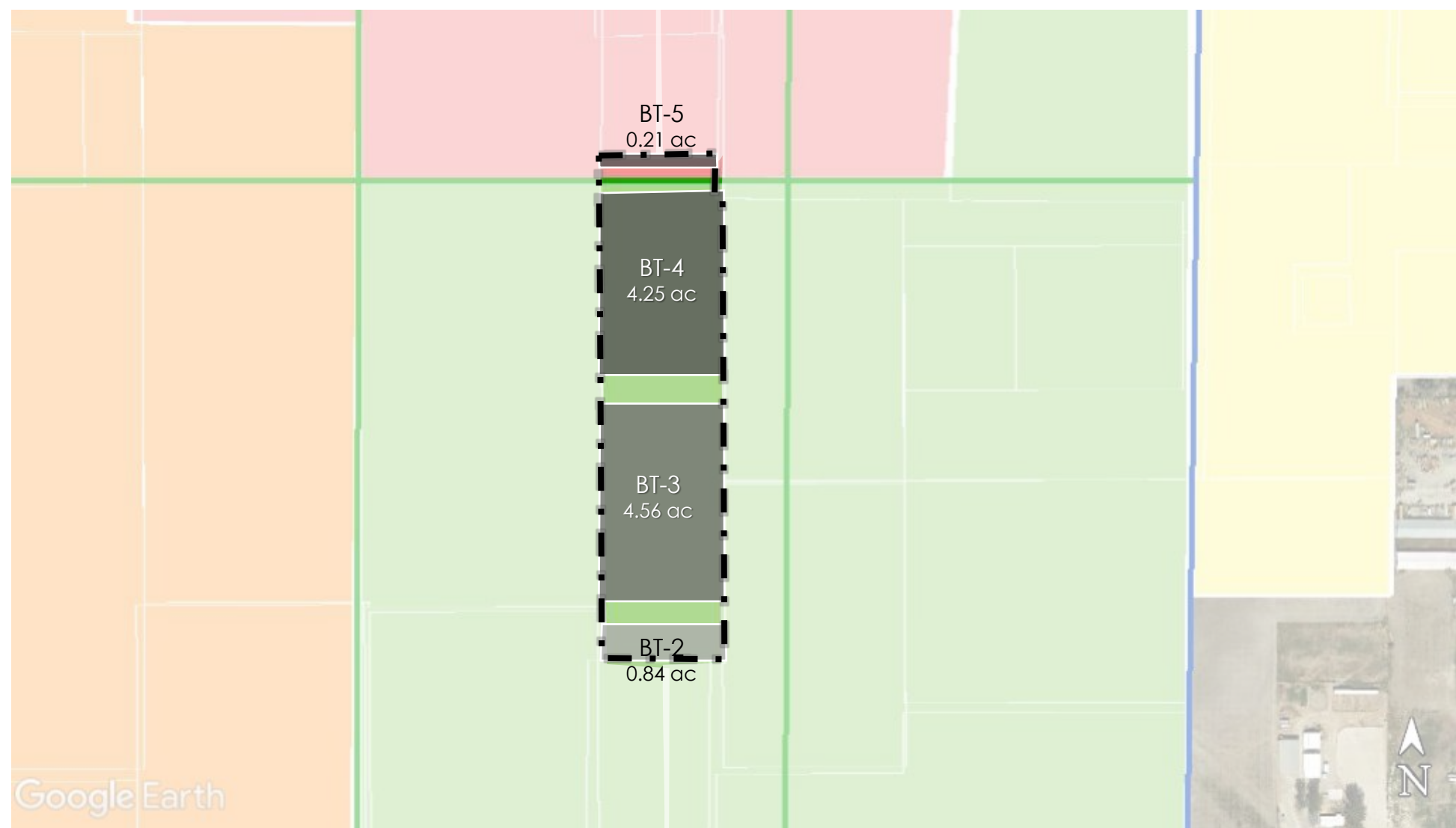
-  Block Type 2 (BT-2)
-  Block Type 3 (BT-3)
-  Block Type 4 (BT-4)
-  Block Type 5 (BT-5)
-  Block Type 6 (BT-6)

Sub-Districts

-  Office Core
-  Mixed-Use Core
-  General Mixed-Use
-  Neighborhood Edge

-  Subject Property

EXHIBIT 16: Special Requirements



Parcel Boundaries

DT	Transit Core								
	Neighborhood Edge								
ST	General Mixed-Use								
	Office Core								
	Mixed-Use								
BT	BT-1								
	BT-2								
	BT-3								
	BT-4								
	BT-5								
	BT-6								
LT	LT-1	LT-2	LT-3	LT-4	LT-5	LT-6	LT-7	LT-8	LT-9

DT	Garden District								
	Neighborhood Edge								
ST	General Mixed-Use								
	Office Core								
	Mixed-Use								
BT	BT-1								
	BT-2								
	BT-3								
	BT-4								
	BT-5								
	BT-6								
LT	LT-1	LT-2	LT-3	LT-4	LT-5	LT-6	LT-7	LT-8	LT-9

Block Types

	Block Type 2 (BT-2)
	Block Type 3 (BT-3)
	Block Type 4 (BT-4)
	Block Type 5 (BT-5)
	Block Type 6 (BT-6)

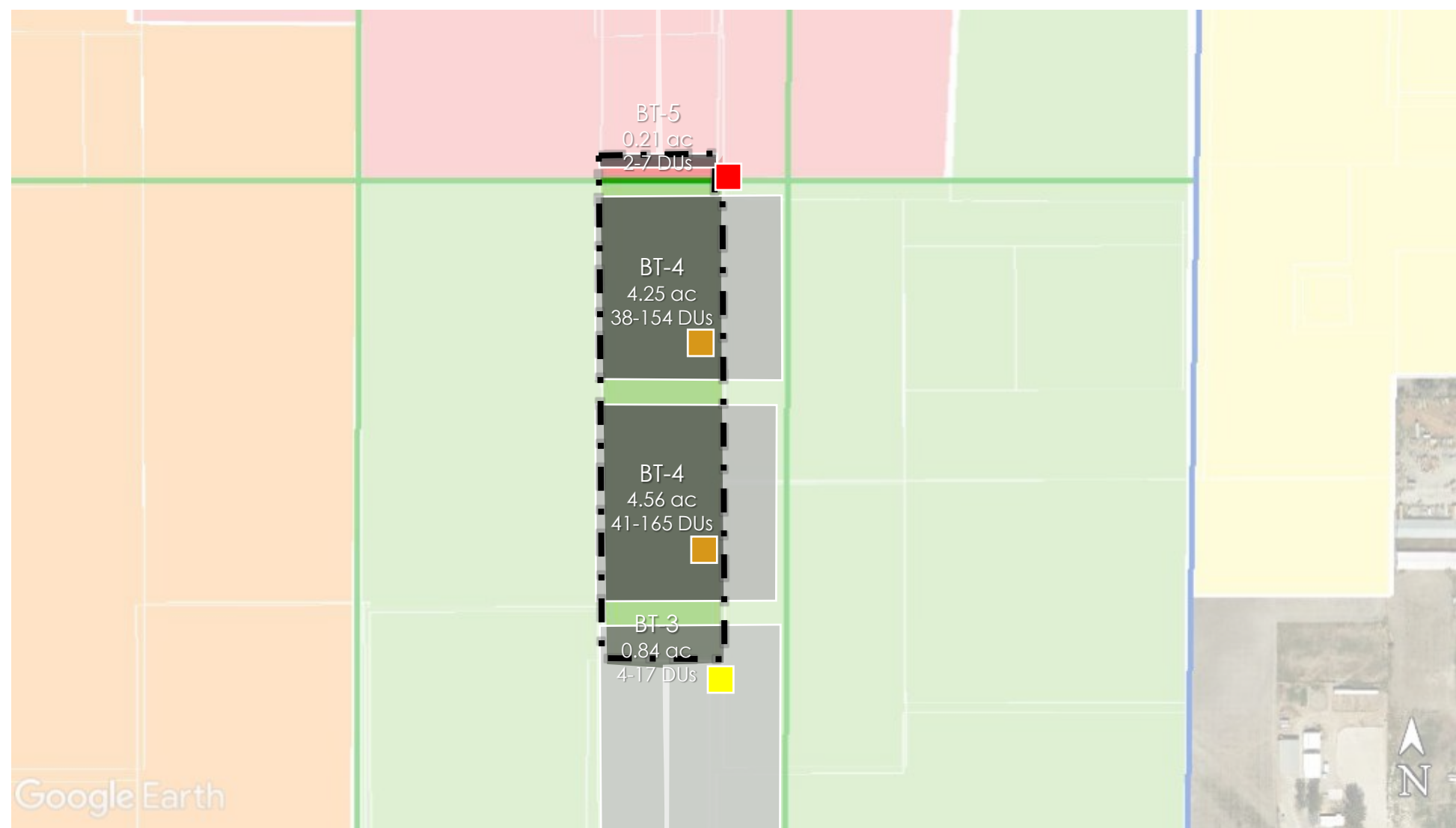
Sub-Districts

	Office Core
	Mixed-Use Core
	General Mixed-Use
	Neighborhood Edge

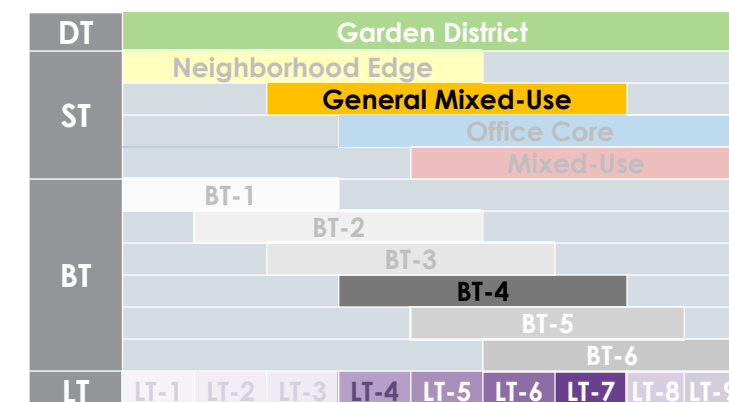
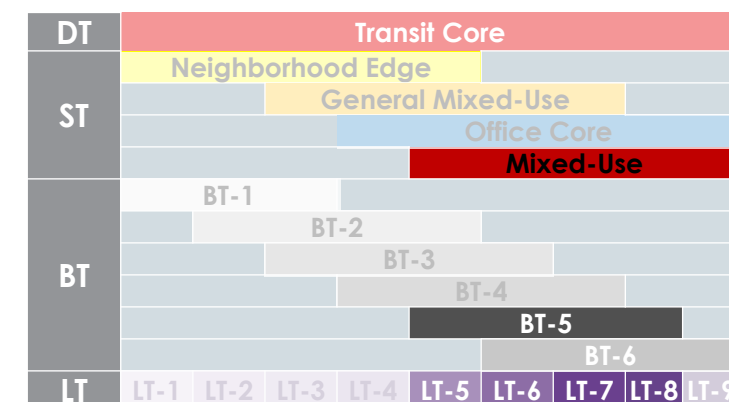
	Subject Property
--	------------------

EXHIBIT 16: Special Requirements

NOTE: All blocks shall be sized as per TOD Code requirements by working with adjacent property owners (as per block size requirement identified in Table 4E of TOD Code).



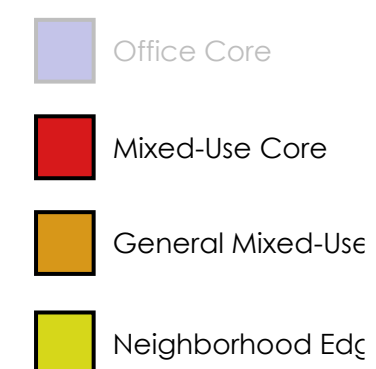
Block Boundary Adjustments



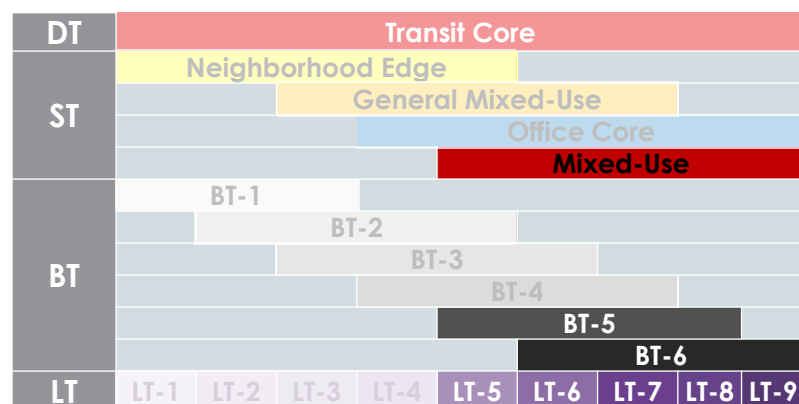
Block Types



Sub-Districts



REFERENCE: Transit Core



Block Types

Block Type 2 (BT-2)

Block Type 3 (BT-3)

Block Type 4 (BT-4)

Block Type 5 (BT-5)

Block Type 6 (BT-6)

Sub-Districts

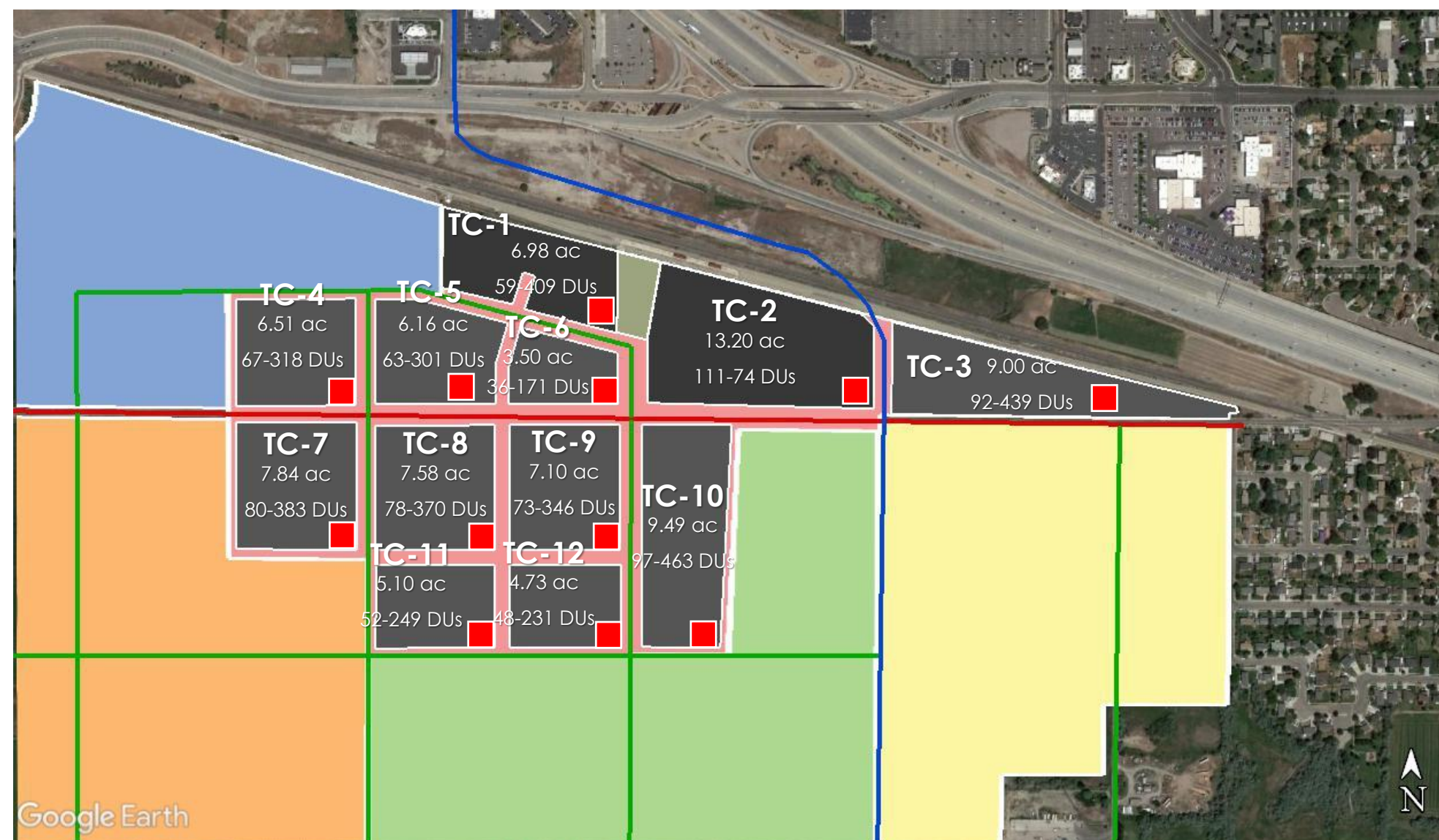
Office Core

Mixed-Use Core

General Mixed-Use

Neighborhood Edge

Transit Core			
- Low	392	9.4	430,985
- High	2,241	53.5	2,465,122



REFERENCE: Garden District

DT	Garden District								
ST	Neighborhood Edge			General Mixed-Use			Office Core		
BT	BT-1		BT-2		BT-3		BT-4		BT-5
LT	LT-1	LT-2	LT-3	LT-4	LT-5	LT-6	LT-7	LT-8	LT-9

Block Types

Block Type 2 (BT-2)

Block Type 3 (BT-3)

Block Type 4 (BT-4)

Block Type 5 (BT-5)

Block Type 6 (BT-6)

Sub-Districts

Office Core

Mixed-Use Core

General Mixed-Use

Neighborhood Edge

Garden District			
- Low	359	4.6	395,371
- High	1,588	20.1	1,746,573



AMERICAN FORK CITY
PLANNING COMMISSION

MEETING DATE: July 17, 2019
STAFF PRESENTATION: Adam Olsen

AGENDA TOPIC: Hearing, review and action on an amended site plan for Roderick Catalyst Business Park, Phase I, located in the area of 1500 South 500 East, in the PI-1 Planned Industrial zone.

ACTION REQUESTED: Recommendation of approval to City Council.

BACKGROUND INFORMATION				
Location:		Approximately 1500 South 500 East		
Applicants:		Roderick Enterprises		
Existing Land Use:		Agriculture		
Proposed Land Use:		Commercial		
Surrounding Land Use:	North	Commercial		
	South	Agriculture		
	East	Industrial		
	West	Agriculture		
Existing Zoning:		PI-1 (Planned Industrial)		
Proposed Zoning:		N/A		
Surrounding Zoning:	North	PI-1		
	South	Residential Agriculture 5 (Utah County)		
	East	I-1		
	West	PI-1		
Land Use Plan Designation:		Design Industrial		
Zoning within density range?		x	Yes	No

Background

In 2015, this area was annexed into the City under the Catalyst Annexation. This site plan represents the first phase in a multi-phase office-warehouse development. Phase I, amended, consists of 2 office-warehouse structures, totaling 304,905 sq. ft. on approximately 20 acres. The site is bounded by 1500 South on the north, 500 East on the east, and a future 1600 South on the south. Access will be provided off of 400 East (an internal road), 1600 South, and 500 East.

Parking and landscaping are provided per the City's requirements. Landscape plans have been provided in the submittal materials. Renderings of the structures are also provided in the submittal materials.

AMERICAN FORK CITY
PLANNING COMMISSION

MEETING DATE: July 17, 2019
STAFF PRESENTATION: Adam Olsen

AGENDA TOPIC: Hearing, review and action on the Hoggard District Framework Plan, located in the area of 1000 West 350 South, in the TOD Transit Oriented Development zone.

BACKGROUND INFORMATION				
Location:		Approximately 1000 West 350 South		
Applicants:		White Horse Developers/Community One		
Existing Land Use:		Agriculture		
Proposed Land Use:		Residential		
Surrounding Land Use:	North	Agriculture		
	South	Residential/Agriculture		
	East	Agriculture		
	West	Agriculture		
Existing Zoning:		TOD (Transit Oriented Development)		
Proposed Zoning:		N/A		
Surrounding Zoning:	North	Residential Agriculture 5 (Utah County)		
	South	TOD		
	East	TOD		
	West	TOD		
Land Use Plan Designation:		TOD (Transit Oriented Development)		
Zoning within Land Use Plan designation?		x	Yes	No

Background

The area comprising of this District Framework Plan consists of approximately 11 acres. It is located in the area of 1000 West 350 South, and runs from north to south. Nearly the entirety lies within the Garden District, with a small area within the Transit Core District. Within these districts, the General Mixed-Use sub-district comprises a majority of the property; with small amounts of the Neighborhood Edge sub-district to the south, and a small portion of the Mixed Use Core sub-district to the north.

District Framework Plans are covered in Section 4 of the recently adopted TOD Code. A District Framework Plan lays the overall groundwork, or backbone, of forthcoming development. District Framework Plans proceed through Planning Commission and ultimately City Council. Following approval of a District Framework Plan, subsequent development submittals are reviewed and either approved or denied by staff; the

exception being formal subdivision plats, which still proceed through Planning Commission and City Council. Per Section 4.01.3 of the Code, District Framework Plans expire 24 months after approval “if not acted upon further through the submittal of a block plan”. Extensions may be granted by the Council, if requested and deemed appropriate.

Section 4.02 of the TOD Code outlines submittal requirements for a District Framework Plan. Those requirements, as well as submission materials particular to this District Framework Plan, are detailed below.

Consistency with the Land Use Plan:

The Land Use Plan designates this area as “Transit Oriented Development”. The District Framework Plan is consistent with the Land Use Plan designation.

Section 4.02 of the TOD Code, “Submission Requirements”

A District Framework Plan submittal must include the following exhibits:

a. Exhibit 1: Legal Description.

A legal description of the area has been submitted and labeled as Exhibit 1.

b. Exhibit 2: Boundary Survey.

A boundary survey, highlighting the parcels included in the District Framework Plan, has been submitted and labeled as Exhibit 2.

c. Exhibit 3: Development Area Plan.

The underlying Development Area Plan, adopted at the time of TOD Code approval, is provided and labeled as Exhibit 3. The area comprising the District Framework Plan is highlighted within the overall Development Area Plan. The sub-districts are illustrated and labeled on Exhibit 6.

d. Exhibit 4: Boundary Map.

Similar to the boundary survey provided in Exhibit 2, a boundary map has been submitted and labeled as Exhibit 4. Included in the boundary map is the following, as required:

- i. Name and ownership of the property.
- ii. Acreage of the property.
- iii. Boundary of the property.
- iv. Existing land use of all properties within 500 feet. Existing land use of surrounding properties is currently agriculture.

e. Exhibit 5: Constraints Map.

A constraints map is intended to identify areas such as flood plain, wetlands, water bodies, or other sensitive lands. A constraints map has been submitted and labeled as Exhibit 5. This map identifies the following constraints within the area: a 20' wide TSSD easement, and a 30' wide Central Utah Water Conservancy District easement. All future submittals will work within the parameters of these constraints, and any plans shall be reflective of such.

f. Exhibit 6: District Framework Plan

A district framework plan has been submitted and labeled as Exhibit 6. Included in the exhibit is the following, as required:

- i. Block type boundaries and IDs and a data table including block type assignment, net acreage and gross acreage of each block type. This has been illustrated in the exhibit. The area of this District Framework Plan falls within block types 3 through 5. Block type locations have been identified, as have net and gross acreage of each block type.
- ii. Civic district boundaries, and a data table including types, acreages, and any assigned uses. Civic spaces, such as open space, is identified as a percentage of required open space: 10-20% for both sub-districts within the Garden District, and 5-10% within the Mixed Use Core sub-district. While the exhibit lists the range of required open space, it is too early in the process to define where, exactly, all open space will lie. Open space requirements will be met utilizing the allowable types of open space as identified in the TOD Code (Section 7). Staff will ensure open space types and percentages are met, as future plans such as block and lot plans, are submitted.
- iii. A data table including gross acreage and net acreage of the district, net acres of developable land and total acreage assigned to thoroughfares.
- iv. A data table indicating the total aggregated gross acreage of each block type and civic district and percentage of the gross character district acreage.

g. Exhibit 7: Transportation Network Plan

A transportation network plan has been submitted and labeled as Exhibit 7. Included in the exhibit is the following, as required:

- i. A key showing the thoroughfare network of the governing development area plan and the transportation master plan. The thoroughfare network of the underlying development area plan is illustrated, along with the corresponding street types as identified in the City's Transportation Master Plan. A Neighborhood Collector traverses the northern portion of the site.

- ii. Existing, new, and modified thoroughfares. Applicants are not requesting modifications of thoroughfares.
- iii. New and modified intersections. Intersection assemblies are identified and provided for in Exhibit 13.
- iv. Existing, new, and relocated major utility easements. Existing utility easements are identified in Exhibit 5 (Constraints Map).
- v. A data table including all thoroughfares within the character district, indicating ownership, right-of-way widths, number of vehicular lanes, thoroughfare type, and transportation provisions.

h. Exhibit 8: Thoroughfare Naming Plan

A thoroughfare naming plan has been submitted and labeled as Exhibit 8. Included in the exhibit is the following, as required:

- i. Names for each thoroughfare within the character district in accordance with the City's street naming ordinance. Exhibit 8 indicates the names of thoroughfares provided. These names are in accordance with the City's street naming system.

i. Exhibit 9: Bicycle Network Plan

A bicycle network plan has been submitted and labeled as Exhibit 9. Included in the exhibit is the following, as required:

- i. Existing and new bicycle networks. The exhibit notes there will be cycle tracks on each side of 350 South.

j. Exhibit 10: Traffic Study

Preliminary projected traffic counts for the area have been provided and labeled as Exhibit 10.

k. Exhibit 11: Civic District Plan

An exhibit, noting the types of allowable open space for Block Types 3 through 5 has been presented. Exact locations and networks of open space will be identified in future reviews. Staff will ensure compliance with open space types, locations, and percentages in future reviews; pursuant to the applicable sections of the TOD Code.

l. Exhibit 12: Thoroughfare Assemblies

A thoroughfare assembly is provided and labeled as Exhibit 12. Cross-sections are provided for 350 South and 500 South.

m. Exhibit 13: Intersection Assemblies

An intersection assembly exhibit has been provided and labeled as Exhibit 13. Types of proposed intersections are located identified.

n. Exhibit 14: Phasing Plan

A phasing plan, indicating phase boundaries and sequence of each phase, has been provided and labeled as Exhibit 14. The area will be developed in two phases.

o. Exhibit 15: Detailed Architectural Standards

Conceptual architectural themes are provided and labeled as Exhibit 15. Refining of architectural standards and themes will be reviewed at future submittals. Themes are provided to give an idea of what may occur within the area constituting the District Framework Plan; however, approval of such standards is not part of a District Framework Plan approval.

p. Exhibit 16: Special Requirements.

Applicants recognize that minimum block size cannot be met through this parcel alone, and has noted that they will work with adjacent properties as they develop to ensure block size minimums are met. They will speak to other requests, if applicable.

FINDING OF FACT

After reviewing the application for District Framework Plan approval, the following finding of fact is offered for consideration:

1. The District Framework Plan complies with the applicable requirements set forth in Section 4 of the TOD Code.

POTENTIAL MOTIONS

APPROVAL

Mr. Chairman, I move that we recommend approval of the District Framework Plan, with the finding as outlined in the staff report, and subject to any findings, conditions and modifications listed in the engineering report.

DENIAL

Mr. Chairman, I move that we recommend denial of the District Framework Plan.

Findings of denial may be attached to a recommendation of denial.

TABLE

Mr. Chairman, I move that we table action on the District Framework Plan.

APPROVED MINUTES

12. Hearing, review and action on a District Framework Plan for the Hoggard Project, located in the area of 1000 West 350 South in the TOD zone

Mr. Olsen stated that the area comprising of this District Framework Plan consists of approximately 11 acres. It is located in the area of 1000 West 350 South, and runs from north to south. Nearly the entirety lies within the Garden District, with a small area within the Transit Core District. Within these districts, the General Mixed-Use sub-district comprises a majority of the property; with small amounts of the Neighborhood Edge sub-district to the south, and a small portion of the Mixed Use Core sub-district to the north.

District Framework Plans are covered in Section 4 of the recently adopted TOD Code. A District Framework Plan lays the overall groundwork, or backbone, of forthcoming development. District Framework Plans proceed through Planning Commission and ultimately City Council. Following approval of a District Framework Plan, subsequent development submittals are reviewed and either approved or denied by staff; the exception being formal subdivision plats, which still proceed through Planning Commission and City Council. Per Section 4.01.3 of the Code, District Framework Plans expire 24 months after approval “if not acted upon further through the submittal of a block plan”. Extensions may be granted by the Council, if requested and deemed appropriate. This is probably the most straightforward of the district framework plans, they aren’t asking for changes in roads, etc. The developer is working closely with the property owner to the east to integrate blocks and meet minimum standards.

Ms. Anderson asked if requests are being made to change blocks?

Mr. Olsen replied that they will integrate with the property to the east to make necessary changes happen.

Mr. Hunter said that the Engineering Division recommends approval of the proposed development. The property owner has been working closely with neighbors, we’ve been finalizing the operational overlay and the curve that was previously affirmed by commission.

Chairman Woffinden thanks city staff for working out these details.

Mike Hathorne with Community One, representing applicant, clarified that they are asking to approve a change in block types, from a 3 and 4 to a 2 and 3 to be in conformance with block type changes already approved for neighboring landowners.

Public Hearing Opened

Public Hearing Closed

Mr. Brocious moved to recommend approval of the District Framework Plan, with the finding as outlined in the staff report, and subject to any findings, conditions and modifications listed in the engineering report.

Mr. Dudley seconded the motion. Voting was as follows:

Chairman Woffinden	Aye
Christine Anderson	Aye
Rod Brocious	Aye

APPROVED MINUTES

Geoff Dupaix
Harold Dudley

Aye
Aye

The motion carried.

13. Hearing, review and action on an amended site plan for Roderick Catalyst Business Park Phase 1 located in the area of 1500 South 500 East in the PI-1 Planned Industrial zone

Mr. Olsen indicated that in 2015, this area was annexed into the City under the Catalyst Annexation. This site plan represents the first phase in a multi-phase office-warehouse development. Phase I, amended, consists of 2 office-warehouse structures, totaling 304,905 sq. ft. on approximately 20 acres. The site is bounded by 1500 South on the north, 500 East on the east, and a future 1600 South on the south. Access will be provided off of 400 East (an internal road), 1600 South, and 500 East.

Parking and landscaping are provided per the City's requirements. Landscape plans have been provided in the submittal materials. Renderings of the structures are also provided in the submittal materials. Trails (sidepaths) will be constructed along the south side of 1500 South and west side of 500 East, as identified in the City's Bicycle and Pedestrian Master Plan. This was anticipated with the annexation and identified in the annexation agreement.

Mr. Hunter stated that the Engineering Division recommends approval of the proposed development. Existing infrastructure is in place, upsized utilities have been incorporated.

Mr. Brocious says that this is a big development, he asked if the systems such as the water system would be adequate for peak demand times.

Mr. Hunter says that staff does hydraulic modeling to ensure the water requirements will be met. There are existing and upsized utilities for PI and storm drain, sewer and water.

Mr. Brocious asks a similar question about roads, he wants to know if there are any road deficiencies that will occur from this development. Ben says there may be necessary improvements to be made off 1100 South and 500 East. City staff will be doing a warrant study to identify these needs with the city council.

Mr. Brocious asks if a warrant study could put this future phase of development in jeopardy.

Mr. Hunter replied that warrant studies may indicate that a downgrade in service is appropriate. It will let us know if an intersection is not functioning well.

Mr. Brocious asked about drainage, all water comes to a 60 inch pipe and then to a slue. He asked if there are improvements that will need to be made to the slue.

Mr. Hunter says they required cross section info to determine if slue can handle the additional flows, the study said that the slues will be ok. The city would make sure that stormwater and drainage issues would be addressed, as we will be maintaining them. Annexation is in progress in the area, site plans would convey ownership to city. Old ditches aren't being used for irrigation but are still carrying flows, it's not a major concern on the city side.



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
AUGUST 13, 2019**

Department Planning **Director Approval** Adam Olsen

AGENDA ITEM Review and action on the final plat of Willow Glen Phase 2, consisting of 78 units, located in the area of 400 South 700 West in the TOD zone.

SUMMARY RECOMMENDATION The planning commission recommended approval of the final plat of Willow Glen Phase 2 as stated in the attached minutes of the July 17, 2019 planning commission meeting.

BACKGROUND The applicant proposes the second phase of the Willow Glenn TOD which is consistent with the preliminary plan for the project. For further analysis, please refer to the attached final plat, site plan, staff report and planning commission minutes.

BUDGET IMPACT No direct budgetary impact is anticipated as part of this final plat approval.

SUGGESTED MOTION I move to approve the final plat of Willow Glen Phase 2, consisting of 78 units, located in the area of 400 South 700 West in the TOD zone and to authorize the mayor and city council to sign the plat and accept the dedications with instructions to the city recorder to withhold recording of the plat subject to:

- All conditions identified in the public record associated with the July 17, 2019 planning commission meeting.

SUPPORTING DOCUMENTS

1. Plat (PDF)
2. Staff Report (PDF)
3. Minutes (PDF)

AMERICAN FORK CITY
PLANNING COMMISSION

MEETING DATE: July 17, 2019
STAFF PRESENTATION: Adam Olsen

AGENDA TOPIC: Review and action on a final plat for Willow Glen Phase 2, consisting of 78 units, located at approximately 400 South 700 West in the TOD (Transit Oriented Development) zone.

ACTION REQUESTED: Recommendation of approval of the final plat.

BACKGROUND INFORMATION				
Location:		Approximately 400 S. 700 W.		
Applicant:		Keystone Construction/Ensign Engineering		
Existing Land Use:		Agriculture		
Proposed Land Use:		Residential		
Surrounding Land Use:	North	Residential		
	South	Agriculture		
	East	Residential/Agriculture		
	West	Agriculture		
Existing Zoning:		TOD (Transit Oriented Development)		
Proposed Zoning:		N/A		
Surrounding Zoning:	North	TOD (Transit Oriented Development)		
	South	Residential Agriculture 5 (Utah County)		
	East	PR-3.0 (Planned Residential)		
	West	TOD (Transit Oriented Development)		
Land Use Plan Designation:		TOD (Transit Oriented Development)		
Zoning within density range?		X	Yes	No

Background

Willow Glen Preliminary was approved in August 2018. Phase 1, consisting of 112 units, was approved and is under construction. Phase 2, final plat, is under consideration for approval; consisting of 78 units. Primary access to the development will be off of a newly constructed 700 West, with a connection to 900 West (under construction) serving as a secondary access. Properties to the west have recently completed annexation, providing the 900 West connection.

Renderings of the proposed structures are included in the submittal materials. Landscape plans are also provided.

Phase 2 is consistent with the approved preliminary plan.

Consistency with the Land Use Plan:

The Land Use Plan designates this area as “Transit Oriented Development”. The subdivision is consistent with this designation.

Section 17.8.211 of the Development Code

The Planning Commission may act to recommend approval of a final plat upon a finding that:

- a. The final plat conforms with the terms of the preliminary plan approval.

The final plat conforms with the terms of the preliminary plan approval.

- b. The final plat complies with all City requirements and standards relating to Subdivisions.

This criterion has been met.

- c. The detailed engineering plans and materials comply with the City standards and policies.

Engineering will address any concerns at the Planning Commission Meeting.

- d. The estimates of cost of constructing the required improvements are realistic.

Engineering will determine whether the cost estimates of constructing any required improvements are realistic.

- e. The water rights conveyance documents have been provided.

Water rights conveyance shall be satisfied prior to plat recordation (if not already satisfied).

FINDINGS OF FACT

After reviewing the application for amended final plat approval, the following findings of fact are offered for consideration:

1. The final plat meets the criteria within Section 17.8.101 (Intent) of Chapter 17.8 (Subdivisions).
2. The final plat meets the criteria as found in Section 17.8.211 of the Development Code.

POTENTIAL MOTIONS:

APPROVAL

Mr. Chairman, I move that we recommend approval of the final plat for Willow Glen Phase 2, with the findings listed in the staff report and subject to any findings, conditions and modifications listed in the Engineering report.

DENIAL

Mr. Chairman, I move that we recommend denial of the final plat for Willow Glen Phase 2.

TABLE

Mr. Chairman, I move that we table action on the final plat for Willow Glen Phase 2.

AMERICAN FORK CITY ENGINEERING DIVISION STAFF REPORT

Planning Commission Meeting Date: 7/17/2019

This report is a summary of the American Fork City Engineering Division plan review comments regarding the subject plan as submitted by the applicant for American Fork City Land Use Authority approval:

Project Name: Willow Glen Phase 2

Project Address: 380 South 760 West

Developer / Applicant's Name: Keystone Construction

Type of Application:

- | | | |
|------------------------------------------------------------|--------------------------------------------------------------------|--------------------------------------|
| <input checked="" type="checkbox"/> Subdivision Final Plat | <input type="checkbox"/> Subdivision Preliminary Plan | <input type="checkbox"/> Annexation |
| <input type="checkbox"/> Code Text Amendment | <input type="checkbox"/> General Plan Amendment | <input type="checkbox"/> Zone Change |
| <input type="checkbox"/> Commercial Site Plan | <input type="checkbox"/> Residential Accessory Structure Site Plan | |

Engineering Division Recommendation: The Engineering Division recommends APPROVAL of the proposed development subject to the following findings and conditions:

1. All Standard Conditions of Approval and items denoted as "Plan Modification(s) Required" in the 7/17/2019 Engineering Division Staff Report for the City Land Use Authority shall be addressed on all final project documents.

Project Map:



STANDARD CONDITIONS OF APPROVAL

Standard Conditions of Approval:

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

1. **Title Report:** Submit an updated Title Report not older than 30 days or other type of appropriate verification that shows all dedications to the City are free and clear of encumbrances, taxes, or other assessments.
2. **Property Taxes and Liens:** Submit evidence that all the property taxes, for the current and/or previous years, liens, and agricultural land use roll over fees have been paid in full.
3. **Performance Guarantee:** Post a performance guarantee for all required public and essential common improvements.
4. **Easements and Agreements:** Submit/record a long-term Storm Water Pollution Prevention Maintenance Agreement signed and dated by the property owner and any required easement documentation.
5. **Land Disturbance Permit:** Obtain a Land Disturbance Permit.
6. **Compliance with the Engineering Division Plan Review Comments:** All plans and documents shall comply with all the Technical Review Committee comments and the City Engineer's final review.
7. **Sensitive Lands:** Record all applicable documents required for compliance with the City's Sensitive Lands Ordinance.
8. **Utility Notification Form:** Submit a Subdivision Utility Notification Form.
9. **Professional Verification:** Submit final stamped construction documentation by all appropriate professionals.
10. **Fees:** Payment of all development, inspection, recording, street light, and other project related fees.
11. **Mylar:** Submit a Mylar. All plats will receive final verification of all formats, notes, conveyances, and other items contained on the plat by City staff (recorder, legal, engineer, GIS, planning).

Plan Modifications Required:

- 1.

APPROVED MINUTES

Mr. Dupaix moved to approve the site plan for Abundant Brands located at 472 E. Elm St. with the finding listed in the staff report, and subject to any findings, conditions, and modifications listed in the Engineering Report.

Ms. Anderson seconded the motion. Voting was as follows:

Chairman Woffinden	Aye
Christine Anderson	Aye
Rod Brocious	Aye
Geoff Dupaix	Aye
Harold Dudley	Aye

The motion carried.

11. Review and action on the final plat for Willow Glen Phase 2, consisting of 78 units, located in the area of 400 South 700 West in the TOD zone

Mr. Olsen stated that Willow Glen Preliminary was approved in August 2018. Phase 1, consisting of 112 units, was approved and is under construction. Phase 2, final plat, is under consideration for approval; consisting of 78 units. Primary access to the development will be off of a newly constructed 700 West, with a connection to 900 West (under construction) serving as a secondary access. Properties to the west have recently completed annexation, providing the 900 West connection.

Renderings of the proposed structures are included in the submittal materials. Landscape plans are also provided. Phase 2 is consistent with the approved preliminary plan.

Mr. Hunter indicated that the Engineering Division recommends approval of the proposed development. Infrastructure was addressed in preliminary plans, 700 West is constructed and 900 West and 350 South are getting close.

Mr. Grant Lefgren, of Keystone Construction says that they took the Planning Commission recommendations to heart and would love to have the commissioners join them for the open house when finished.

Mr. Dudley moved to recommend approval of the final plat for Willow Glen Phase 2, with the findings listed in the staff report and subject to any findings, conditions and modifications listed in the Engineering report.

Ms. Anderson seconded the motion. Voting was as follows:

Chairman Woffinden	Aye
Christine Anderson	Aye
Rod Brocious	Aye
Geoff Dupaix	Aye
Harold Dudley	Aye

The motion carried.



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
AUGUST 13, 2019**

Department Public Works **Director Approval** Scott Sensanbaugher

AGENDA ITEM Hearing, review and action on amendments to the American Fork City Municipal Code related to private streets

SUMMARY RECOMMENDATION Staff recommends the amendment of the American Fork City Municipal Code related to Private Streets.

BACKGROUND Occasionally an HOA may request the City to accept private infrastructure as public and assume maintenance responsibilities. This amendment modifies the minimum requirement for private infrastructure so that it matches the same standard as public infrastructure.

BUDGET IMPACT N/A

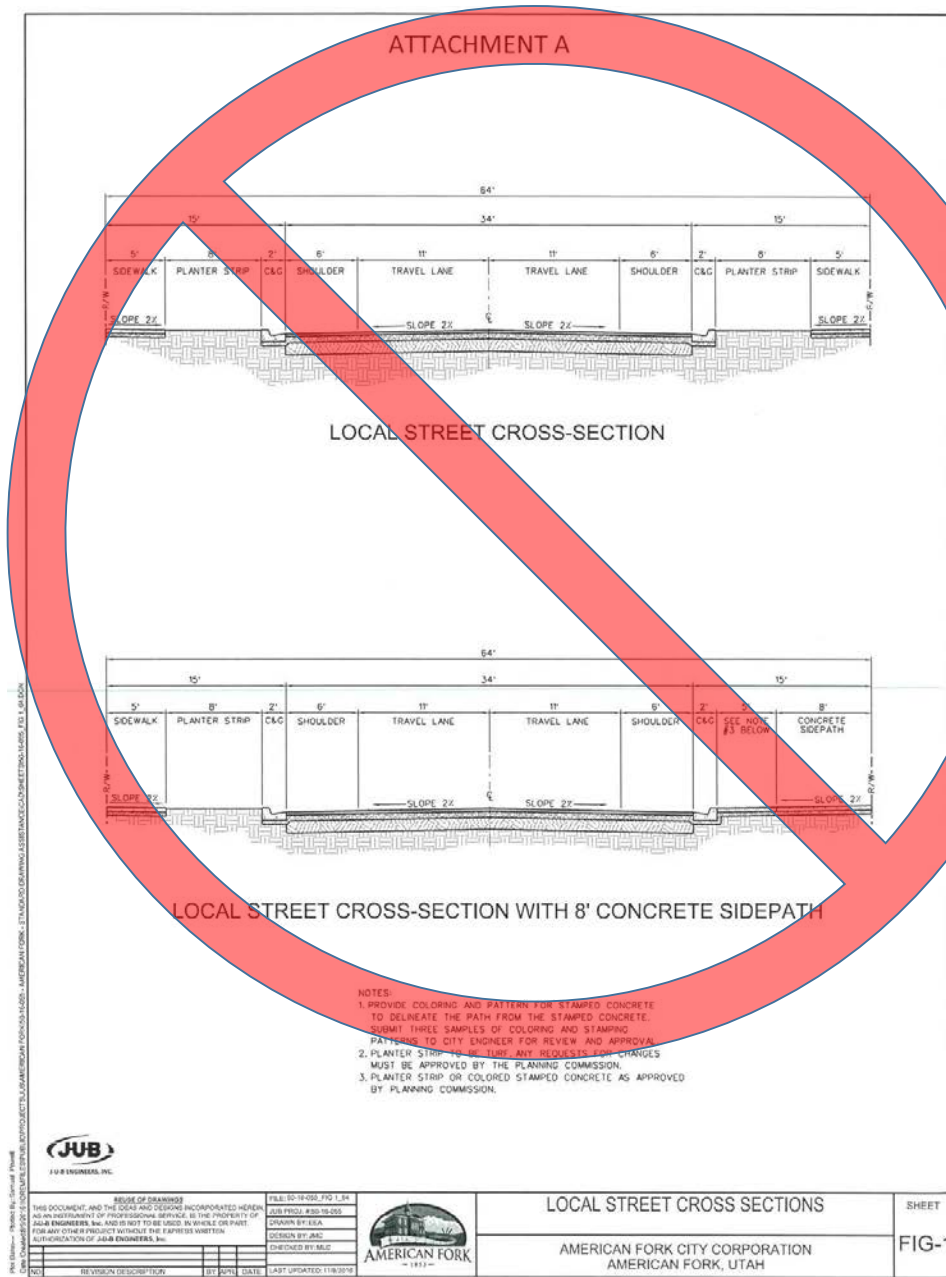
SUGGESTED MOTION I move to adopt the ordinance approving amendments to the American Fork City Municipal Code related to private streets.

SUPPORTING DOCUMENTS

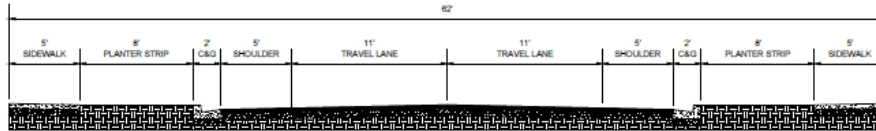
07-09-19 Private Streets Part 1 (PDF)
Private Street cross section ordinance(DOCX)

15.01.100 Streets

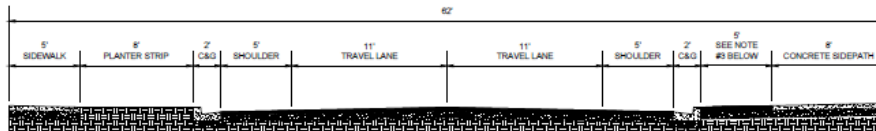
- A. All streets must conform to the currently approved ~~street plan element of the general plan~~ Transportation Element of the General Plan of American Fork City.
- B. The alignment and width of all through streets shall be preserved unless the planning commission determines that it has unusual topographical conditions that warrant advisable modification. Proposed streets shall be extended by dedication to the boundary of such property.
- C. Where a large subdivision abuts upon a major thoroughfare, the planning commission may require access streets to be included in the street plan.
- D. Street width is to be measured from street right-of-way line to street right-of-way line. Standard street sections are shown in the standard details of these specifications Sheets Nos. 15.16 A and 15.16B (Section 15.01.1520) and 15.17 A and 15.17B (Section 15.01.1530). ~~The minimum width of streets unless otherwise expressly permitted by the city council shall be:~~
 - ~~1. Local streets sixty two feet, thirty six two feet of roadway surface width.~~
 - ~~2. Minor collector streets sixty six feet, forty two feet of roadway surface width.~~
 - ~~3. For major collector streets eighty two feet, fifty eight feet of roadway surface width.~~
 - ~~4. For minor arterial streets ninety six feet, seventy two feet of roadway surface width.~~



Formatted: Section start: Continuous, Width: 8
Height: 11"




LOCAL STREET CROSS-SECTION



LOCAL STREET CROSS-SECTION WITH 8' CONCRETE SIDEPATH

- NOTES:
1. PROVIDE COLORING AND PATTERN FOR STAMPED CONCRETE TO DELINEATE THE PATH FROM THE STAMP CONCRETE. SUBMIT THREE SAMPLES OF COLORING AND STAMPING PATTERNS TO THE CITY ENGINEER FOR REVIEW AND APPROVAL.
 2. PLANTER STRIP TO BE TURF, AND REQUESTS FOR CHANGES MUST BE APPROVED BY THE PLANNING COMMISSION.
 3. PLANTER STRIP OR COLORED STAMPED CONCRETE AS APPROVED BY PLANNING COMMISSION.

DESIGNER:	MVU		AMERICAN FORK CITY PUBLIC WORKS 275 EAST 200 NORTH (801) 763-9030	STANDARD RETAIL FOR LOCAL STREET CROSS SECTIONS	DRAWING NO. 15.5D
APPROVED:					
DATE:	JULY 2019				
SCALE:	VARIES				

17.7.501 Planned Unit Developments

E. Special provisions for single-family cluster projects.

2. Design Criteria

a. Streets/travelways and pedestrian ways.

- (1) Private street option. Where the plan provides that the travelway and pedestrian system is to be privately owned, the following shall apply:
- d) The cross-section of each travelway and pedestrian system shall conform to city standards for ~~private-public~~ streets. The standard of construction and quality of materials and workmanship for travelways, utility systems and other improvements shall conform to minimum city standards.

17.7.502 Planned unit developments—Flexible lot projects

H. Design criteria. The layout and design of the project shall conform to the following:

3. Project streets/travelways and pedestrian ways/trails.

a. Private street option. Where the plan provides that the travelway and pedestrian system is to be privately owned, the following shall apply:

- (4) The cross-section of each travelway and pedestrian system shall conform with city Standards for ~~private-public~~ streets. The standard of construction and quality of materials and workmanship for travelways, utility systems and other improvements shall conform to minimum city standards.

17.7.503 Planned unit developments—Conservation subdivision project.

H. Design criteria. The layout and design of the project shall conform to the following:

3. Project streets/travelways and pedestrian ways/trails.

a. Private street option. Where the plan provides that the travelway and pedestrian system is to be privately owned, the following shall apply:

- (4) The cross-section of each travelway and pedestrian system shall conform with city Standards for ~~private-public~~ streets. The standard of construction and quality of materials and workmanship for travelways, utility systems and other improvements shall conform to minimum city standards.

17.7.504 Planned unit developments—Low density-attached housing project

H. Design criteria. The layout and design of the project shall conform to the following:

3. Project streets/travelways and pedestrian ways/trails.

a. Private street option. Where the plan provides that the travelway and pedestrian system is to be privately owned, the following shall apply:

(4) The cross-section of each travelway and pedestrian system shall conform with city Standards for ~~private-public~~ streets. The standard of construction and quality of materials and workmanship for travelways, utility systems and other improvements shall conform to minimum city standards.

17.7.505 Inner-block cottage development projects

H. Vehicular Access

1. Street standards. Each lot or building site area within an inner-block cottage development project shall abut upon and be served by an adequate street which is dedicated to the city and complies with the requirements and standards for public streets. ~~conforms to one of the following:~~

~~a. Standard inner block cross section . Sixty two foot right of way with thirty two feet feet of paved travel surface and an eight foot wide planter strip, a two foot concrete curb, gutter and five foot wide sidewalk, both sides. This alternative would be applicable within any inner block project, and shall be the preferred option for all private streets.~~

~~b. Alternate A . Fifty two foot right of way with thirty two feet of paved travel surface, a three foot wide landscaped or stamped colored concrete park strip, a two foot concrete curb and gutter on both sides, and a five foot wide sidewalk on both sides. This option shall only be used as permitted by the planning commission and as recommended by the city engineer. The minimum driveway length shall be twenty five feet long.~~

17.7.506 Senior housing development projects (SHD)

H. Design criteria. The layout and design of the project shall conform to the following:

3. Streets, travelways and pedestrian walkways.

a. The project shall be served by an internal travelway system which provides safe and convenient access to each dwelling unit and adequate circulation within the project.

b. The city may accept dedication of any major access roads within the project. Any roads proposed for dedication to the city shall: ~~(1) contain a minimum vehicle travel right of way of not less than forty two feet in width and be improved in accordance with city standards; (2) be designed to provide continuous forward motion through the project, except for approved cul de sacs; and (3) not provide direct access to any individual off street parking spaces.~~ Comply with all city standards for public streets.

c. Pedestrian walkways (sidewalks) shall be provided adjacent to ~~any public~~ all streets in locations approved by the city. The corridor containing the pedestrian walkway

shall be not less than five feet in width when located apart from the public street or four feet when located contiguous thereto. Access to and use of the walkway by the public shall be secured through the attachment of a travel and public utility easement or by dedication to the city as part of the dedication for the adjacent street. All walkways shall be improved in accordance with city standards.

- d. Private travelways shall provide safe and convenient vehicular movement to and from all off-street parking spaces. Private travelways shall have a minimum travel surface of not less than twenty-four feet and be bordered by a cement curb. No on-street parking shall be permitted on travelways not conforming to city standards for public streets. Unless otherwise provided for in the design, sidewalks shall be provided along at least one side of the travelway.

17.7.507 Planned community development projects.

F. Design standards and criteria.

5. Project streets/travelways and pedestrian ways.

- a. Major streets. The project plan shall include all streets identified on the general plan in the approximate location shown on the general plan. All streets shown on the general plan shall be public streets and shall be dedicated to the public. All such streets shall conform with city standards.
- b. Local streets and alleys. The project shall be served by an internal street/vehicular travel way system consisting of a combination of local streets and alleys. ~~Any local~~All streets ~~and alleys proposed to be dedicated to the public~~ shall conform to the standards for public streets ~~and alleys~~. Local streets intended to remain as private streets and all alleys ~~shall conform with the standards for private streets as set forth on the private street cross section standards set forth under Figure 17.7.507-A~~ and be conveyed to the project home owners association as common property. Examples of possible locations for alleys within a planned community project are shown on Figure 17.7.507-~~A~~B.

Figure 17.7.507-A

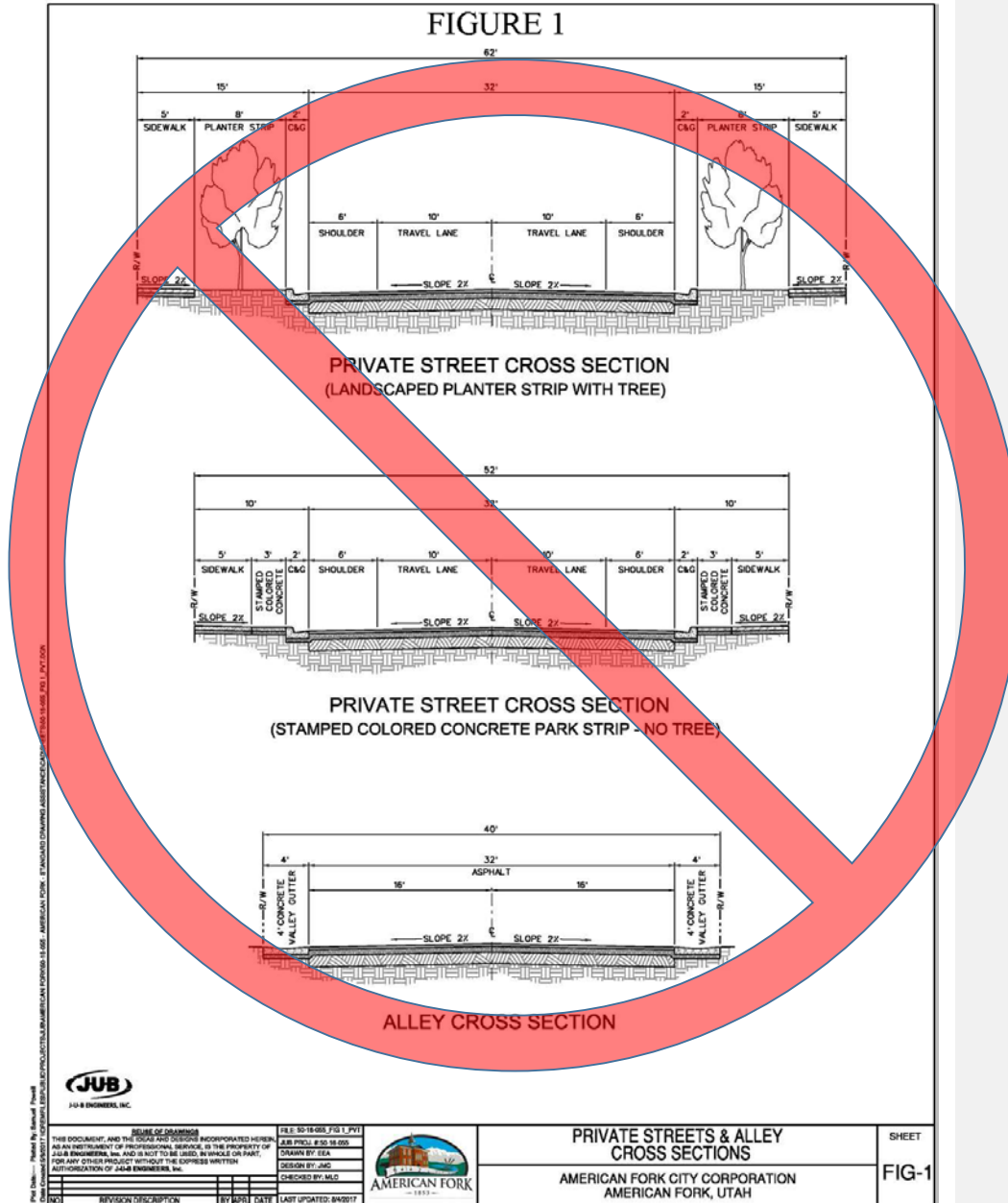
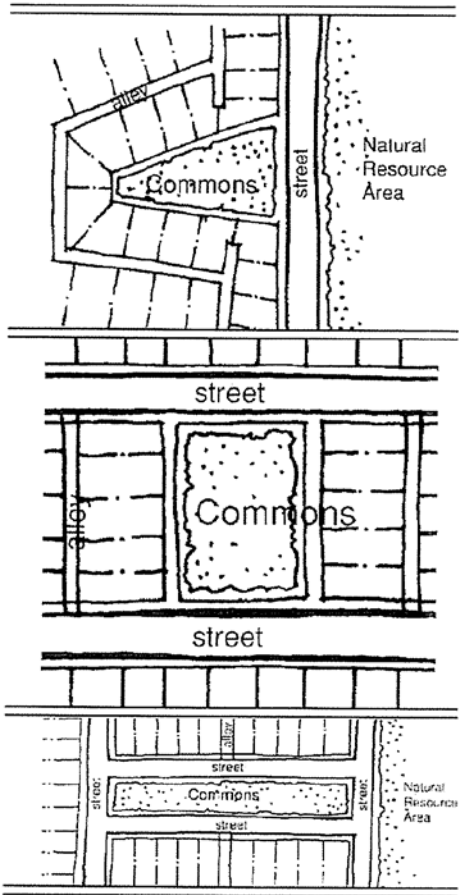


Figure 17.7.507-BA



- 1) Alleys. An alley is a narrow street, twenty feet or less in width, through a block primarily for vehicular service access to the back or side of properties otherwise abutting on another street. Alleys allow service areas to be located in the back of homes and provide for greater separation of vehicular and pedestrian traffic. Alley standards: Sixteen feet (three-foot setback required) or twenty feet (no setback required).

- 2) Dead ends and cul-de-sacs. Only local streets may be dead-end streets. No dead end shall exceed two hundred fifty feet in length, not including turn-around. Dead-end streets must terminate in approved turn-arounds as described in the general plan. Where dead ends and cul-de-sacs are used, pedestrian connections to through-streets may be deemed necessary.
 - 3) Blocks. The length, width, and shape of blocks shall be designed with due consideration of pedestrian circulation and safety of street traffic. Block size and street connectivity between parcels should allow for short walks. A standard of one street every six hundred feet is the suggested guideline for block size, but this standard may be applied flexibly if deemed necessary to accommodate the limitations and opportunities of topography.
- c. Parking.
- 1) Amount of parking. The project design shall provide adequate off-street parking spaces for the residents. The number of parking spaces required shall conform to the provisions of Section 3-1-1-2 of the Off-Street Parking Standards Ordinance.
 - 2) On-street parking—Private streets. On-street parking shall be permitted on streets having sufficient width as set forth on Figure 17.7.507-A. The location of on-street parking spaces shall be shown on the approved final plat and may be included in meeting the off-street parking requirements for the project. The size and design of on-street parking spaces shall conform with the terms of the Off-street Parking Standards Ordinance. On-street parking spaces shall be located not closer than five feet to an intersection with another private street or alley or twenty feet to an intersection with a public street, provided, there are no conflicts with the sight triangle or state law requirements.
 - 3) On-street parking—Public streets. On-street parking on a public street shall be allowed in accordance with city policies and requirements.
- d. Ownership and maintenance. To ensure continued adequacy and maintenance of the street/travelway and pedestrian systems within the project area, title to such systems shall: (a) be conveyed to a property owners association for the project area, established as part of the approval process, and held by them as a part of the common areas (private street option); or (b) subject to the prior approval of the city at the time of development approval, be dedicated to the city for public use (public street option).
- 1) Private street option. Where the plan provides that the travelway and pedestrian system is to be privately owned, the following shall apply: a) The layout of the travelway and pedestrian system shall be designed in a manner which provides adequate vehicular circulation and is consistent with the major street plan for the area. b) All lots and structures within the project shall be accessed only from the internal travelway and pedestrian system. c) All points of vehicular ingress and egress from a public street to a component project (subdivision, residential PUD) shall include an entrance monument identifying the name of the project and indicating the travelways are private.

Such entrance monument may include a moveable gate capable of physically blocking vehicular access to the project. d) The cross-section of each travelway and pedestrian system shall conform with city standards for private-public streets and with standards articulated in subsection F.5.b. above. The standard of construction and quality of materials and workmanship for travelways, utility systems and other improvements shall conform to minimum city standards. e) The design shall provide adequate off-street parking in accordance with city standards. f) The layout and design of the travelway system shall provide for safe and convenient circulation within the project and be capable of ready access by emergency vehicles and personnel, as determined by the city. g) Streets and pedestrian walkways on the boundaries of a project shall conform to city standards for subdivisions and all required public improvements to the adjacent public street shall be constructed as a condition of approval and the street right-of-way dedicated to the city.

- 2) Public street option. Where the plan provides that the travelway and pedestrian system is to be dedicated to the public, all streets shall conform to city standards for right-of-way width, be improved in accordance with city standards, and be dedicated to the city.

17.8.304 - Project streets and sidewalks.

1. General requirement. All lots in the subdivision project shall be served by a street and sidewalk/pedestrian walkway system which provides safe and convenient access to each dwelling unit and adequate circulation within the project area and with adjacent projects and lands. To ensure continued adequacy and maintenance of the street and sidewalk system, title to all portions of the system shall have been previously conveyed to the city or proposed for dedication to the city as part of the plat.
2. Streets to conform to city standards—Exceptions. All streets within the subdivision project shall conform to city standards for right-of-way width and alignment and be improved to in accordance with city standards. Provided, however, the planning commission may recommend and the city council may approve an exception from the adopted standard in the instance of one of the following:
 - A. Partial width streets. The city may approve a subdivision project having partial width streets along one or more of the project boundaries, subject to the following terms, conditions and findings:
 - (1) The partial width street is located at the boundary of the proposed residential subdivision project.
 - (2) The partial width street will have a minimum width of right-of-way of thirty-five feet and will include the construction of all required street and utility improvements in accordance with city standards for partial width streets.
 - (3) The adjacent parcel is undeveloped, but its reasonably capable of further development in a manner that will result in the remainder of the street being dedicated and improved.

- (4) The partial width street will be less than four hundred feet in length and will serve as the primary vehicular access route to not more than ten residential lots.
 - (5) Title to the right-of-way for the partial width street will be conveyed to the city as part of a final plat dedication or other acceptable means of conveyance.
- B. Reduced right-of-way width. The city may approve one or more street segments having a reduced right-of-way width to not less than fifty feet, subject to the following terms, conditions and findings:
- (1) A finding by the planning commission that because of existing development on adjacent lands or constraints imposed by natural limitations a reduction in right-of-way is reasonably necessary in order that the adjacent lots will conform to minimum lot width, depth, or area for the zone district.
 - (2) The street for which the reduction in right-of-way is proposed: (a) is a dead end street terminating in a cul-de-sac, or (b) if a continuing alignment street, will not serve as a primary access route to other developments, as determined by the planning commission.
 - (3) The length of the reduced segment will not be more than four hundred feet.
 - (4) The design of the street segment will conform to city standards for reduced width streets.

Ordinance No. 2019-____ - ____

AN ORDINANCE AMENDING SECTIONS 15.1.100, 17.7.501, 17.7.502, 17.7.503, 17.7.504, 17.7.505, 17.7.506, 17.7.507, AND 17.8.304 OF THE AMERICAN FORK CITY CODE, RELATING TO PRIVATE STREET STANDARDS, AND PROVIDING AN EFFECTIVE DATE FOR THE ORDINANCE.

Whereas, American Fork City currently has minimum width standards for private streets;

Whereas, American Fork City finds it is in the best interest of the City to amend the minimum width standards for private streets; and

Whereas, the adoption of this ordinance will promote the public health, safety and welfare of the City.

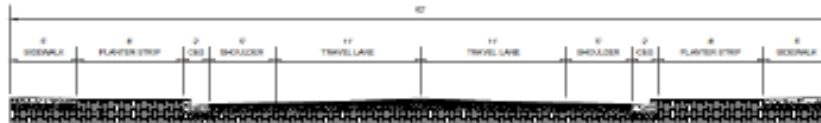
NOW THEREFORE, be it ordained by the City Council of American Fork, Utah that:

1. Section 15.01.100 be amended to read as follows:

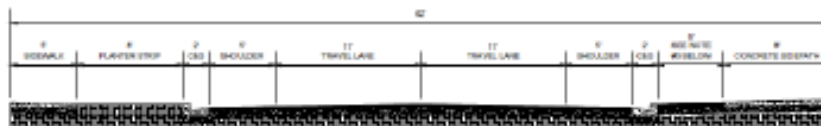
15.01.100 Streets

- A. All streets must conform to the currently approved ~~street plan element of the general plan~~ Transportation Element of the General Plan of American Fork City.
- B. The alignment and width of all through streets shall be preserved unless the planning commission determines that it has unusual topographical conditions that warrant advisable modification. Proposed streets shall be extended by dedication to the boundary of such property.
- C. Where a large subdivision abuts upon a major thoroughfare, the planning commission may require access streets to be included in the street plan.
- D. Street width is to be measured from street right-of-way line to street right-of-way line. Standard street sections are shown in the standard details of these specifications Sheets Nos. 15.16 A and 15.16B (Section 15.01.1520) and 15.17 A and 15.17B (Section 15.01.1530). ~~The minimum width of streets unless otherwise expressly permitted by the city council shall be:~~
 - ~~1. Local streets sixty-two feet, thirty-six two feet of roadway surface width.~~
 - ~~2. Minor collector streets sixty-six feet, forty-two feet of roadway surface width.~~
 - ~~3. For major collector streets eighty-two feet, fifty-eight feet of roadway surface width.~~
 - ~~4. For minor arterial streets ninety-six feet, seventy-two feet of roadway surface width.~~





LOCAL STREET CROSS-SECTION



LOCAL STREET CROSS-SECTION WITH 8' CONCRETE SIDEPATH

- NOTES:
1. PROVIDE COLORING AND PATTERNS FOR STAMPED CONCRETE. TO COLORCAST, THE PURCHASER THE STAMP CONCRETE, SUBMIT THREE SAMPLES OF COLORING AND PATTERNING TO THE CITY ENGINEER FOR REVIEWING APPROVAL.
 2. PLANTER STRIP TO BE TYPED AND REQUIREMENTS FOR CHALKS MUST BE APPROVED BY THE PLANNING COMMISSION.
 3. PLANTER STRIP OR COLORED STAMPED CONCRETE AS APPROVED BY PLANNING COMMISSION.

DESIGN: M/V		AMERICAN FORK CITY PUBLIC WORKS 275 EAST 200 NORTH (801) 763-9030	REVISIONS: NONE LOCAL STREET CROSS SECTIONS	DRAWING: 15.5D
DATE: JULY 2019				
BY: VARIES				
REVISIONS:				

2. Section 17.7.501 be amended to read as follows:

17.7.501 Planned Unit Developments

E. Special provisions for single-family cluster projects.

2. Design Criteria

a. Streets/travelways and pedestrian ways.

(1) Private street option. Where the plan provides that the travelway and pedestrian system is to be privately owned, the following shall apply:

d) The cross-section of each travelway and pedestrian system shall conform to city standards for ~~private-public~~ streets. The standard of construction and quality of materials and workmanship for travelways, utility systems and other improvements shall conform to minimum city standards.

3. Section 17.7.502 be amended to read as follows:

17.7.502 Planned unit developments—Flexible lot projects

H. Design criteria. The layout and design of the project shall conform to the following:

3. Project streets/travelways and pedestrian ways/trails.

a. Private street option. Where the plan provides that the travelway and pedestrian system is to be privately owned, the following shall apply:

(4) The cross-section of each travelway and pedestrian system shall conform with city Standards for ~~private-public~~ streets. The standard of construction and quality of materials and workmanship for travelways, utility systems and other improvements shall conform to minimum city standards.

4. Section 17.7.503 be amended to read as follows:

17.7.503 Planned unit developments—Conservation subdivision project.

H. Design criteria. The layout and design of the project shall conform to the following:

3. Project streets/travelways and pedestrian ways/trails.

a. Private street option. Where the plan provides that the travelway and pedestrian system is to be privately owned, the following shall apply:

(4) The cross-section of each travelway and pedestrian system shall conform with city Standards for ~~private-public~~ streets. The standard of construction and quality of materials and workmanship for travelways, utility systems and other improvements shall conform to minimum city standards.

5. Section 17.7.504 be amended to read as follows:

17.7.504 Planned unit developments—Low density-attached housing project

H. Design criteria. The layout and design of the project shall conform to the following:

3. Project streets/travelways and pedestrian ways/trails.

- a. Private street option. Where the plan provides that the travelway and pedestrian system is to be privately owned, the following shall apply:

- (4) The cross-section of each travelway and pedestrian system shall conform with city Standards for ~~private~~ public streets. The standard of construction and quality of materials and workmanship for travelways, utility systems and other improvements shall conform to minimum city standards.

6. Section 17.7.505 be amended to read as follows:

17.7.505 Inner-block cottage development projects

H. Vehicular Access

1. Street standards. Each lot or building site area within an inner-block cottage development project shall abut upon and be served by an adequate street which is dedicated to the city and complies with the requirements and standards for public streets. conforms to one of the following:

- ~~a. Standard inner-block cross-section. Sixty-two foot right-of-way with thirty-two feet of paved travel surface and an eight foot wide planter strip, a two foot concrete curb, gutter and five foot wide sidewalk, both sides. This alternative would be applicable within any inner block project, and shall be the preferred option for all private streets.~~
- ~~b. Alternate A. Fifty two foot right of way with thirty two feet of paved travel surface, a three foot wide landscaped or stamped colored concrete park strip, a two foot concrete curb and gutter on both sides, and a five foot wide sidewalk on both sides. This option shall only be used as permitted by the planning commission and as recommended by the city engineer. The minimum driveway length shall be twenty five feet long.~~

7. Section 17.7.506 be amended to read as follows:

17.7.506 Senior housing development projects (SHD)

H. Design criteria. The layout and design of the project shall conform to the following:

3. Streets, travelways and pedestrian walkways.

- a. The project shall be served by an internal travelway system which provides safe and convenient access to each dwelling unit and adequate circulation within the project.
- b. The city may accept dedication of any major access roads within the project. Any roads proposed for dedication to the city shall: ~~(1) contain a minimum vehicle~~ shall be not less than five feet in width when located apart from the public street or four feet when located contiguous thereto. Access to and use of the walkway by the public shall be secured through the attachment of a travel and public utility easement or by dedication to the city as part of the dedication for the adjacent street. All walkways shall be improved in accordance with city standards.
- d. Private travelways shall provide safe and convenient vehicular movement to and from all off-street parking spaces. Private travelways shall have a minimum travel surface of not less than twenty-four feet and be bordered by a cement curb. No on-street parking shall be permitted on travelways not conforming to city standards for public streets. Unless otherwise provided for in the design, sidewalks shall be provided along at least one side of the travelway.

8. Section 17.7.507 be amended to read as follows:

17.7.507 Planned community development projects.

F. Design standards and criteria.

5. Project streets/travelways and pedestrian ways.

- a. Major streets. The project plan shall include all streets identified on the general plan in the approximate location shown on the general plan. All streets shown on the general plan shall be public streets and shall be dedicated to the public. All such streets shall conform with city standards.
- b. Local streets and alleys. The project shall be served by an internal street/vehicular travel way system consisting of a combination of local streets and alleys. ~~Any local~~ All streets and alleys proposed to be dedicated to the public shall conform to the standards for public streets and alleys. Local streets intended to remain as private streets and all alleys shall conform with the standards for private streets as set forth on the private street cross section standards set forth under Figure 17.7.507-A and be conveyed to the project home owners association as common property. Examples of possible locations for alleys within a planned community project are shown on Figure 17.7.507-AB.

Figure 17.7.507-A

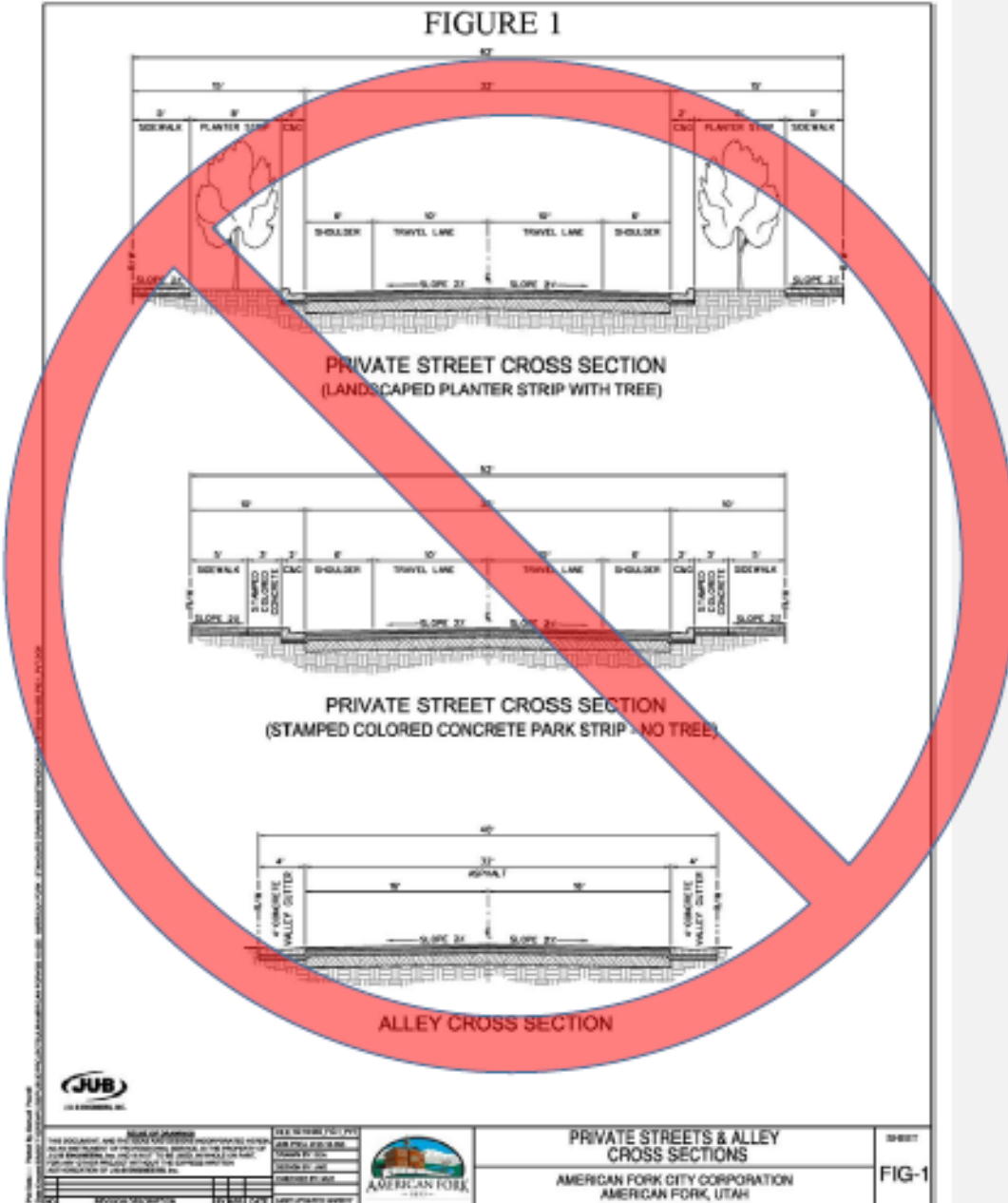
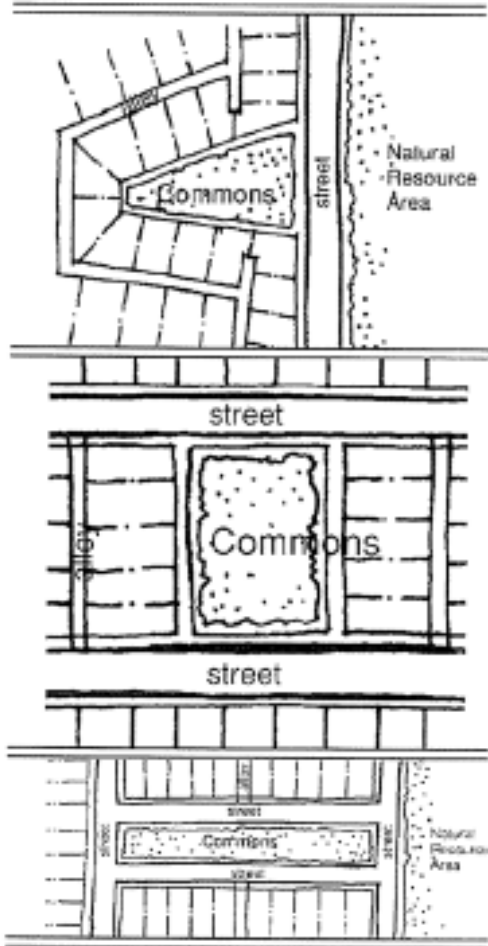


Figure 17.7.507-BA



- 1) **Alleys.** An alley is a narrow street, twenty feet or less in width, through a block primarily for vehicular service access to the back or side of properties otherwise abutting on another street. Alleys allow service areas to be located in the back of homes and provide for greater separation of vehicular and pedestrian traffic. Alley standards: Sixteen feet (three-foot setback required) or twenty feet (no setback required).

- 2) Dead ends and cul-de-sacs. Only local streets may be dead-end streets. No dead end shall exceed two hundred fifty feet in length, not including turn-around. Dead-end streets must terminate in approved turn-arounds as described in the general plan. Where dead ends and cul-de-sacs are used, pedestrian connections to through-streets may be deemed necessary.
 - 3) Blocks. The length, width, and shape of blocks shall be designed with due consideration of pedestrian circulation and safety of street traffic. Block size and street connectivity between parcels should allow for short walks. A standard of one street every six hundred feet is the suggested guideline for block size, but this standard may be applied flexibly if deemed necessary to accommodate the limitations and opportunities of topography.
- c. Parking.
- 1) Amount of parking. The project design shall provide adequate off-street parking spaces for the residents. The number of parking spaces required shall conform to the provisions of Section 3-1-1-2 of the Off-Street Parking Standards Ordinance.
 - 2) On-street parking—Private streets. On-street parking shall be permitted on streets having sufficient width as set forth on Figure 17.7.507-A. The location of on-street parking spaces shall be shown on the approved final plat and may be included in meeting the off-street parking requirements for the project. The size and design of on-street parking spaces shall conform with the terms of the Off-street Parking Standards Ordinance. On-street parking spaces shall be located not closer than five feet to an intersection with another private street or alley or twenty feet to an intersection with a public street, provided, there are no conflicts with the sight triangle or state law requirements.
 - 3) On-street parking—Public streets. On-street parking on a public street shall be allowed in accordance with city policies and requirements.
- d. Ownership and maintenance. To ensure continued adequacy and maintenance of the street/travelway and pedestrian systems within the project area, title to such systems shall: (a) be conveyed to a property owners association for the project area, established as part of the approval process, and held by them as a part of the common areas (private street option); or (b) subject to the prior approval of the city at the time of development approval, be dedicated to the city for public use (public street option).
- 1) Private street option. Where the plan provides that the travelway and pedestrian system is to be privately owned, the following shall apply: a) The layout of the travelway and pedestrian system shall be designed in a manner which provides adequate vehicular circulation and is consistent with the major street plan for the area. b) All lots and structures within the project shall be accessed only from the internal travelway and pedestrian system. c) All points of vehicular ingress and egress from a public street to a component project (subdivision, residential PUD) shall include an entrance monument identifying the name of the project and indicating the travelways are private.

Such entrance monument may include a moveable gate capable of physically blocking vehicular access to the project. d) The cross-section of each travelway and pedestrian system shall conform with city standards for ~~private-public~~ streets and with standards articulated in subsection F.5.b. above. The standard of construction and quality of materials and workmanship for travelways, utility systems and other improvements shall conform to minimum city standards. e) The design shall provide adequate off-street parking in accordance with city standards. f) The layout and design of the travelway system shall provide for safe and convenient circulation within the project and be capable of ready access by emergency vehicles and personnel, as determined by the city. g) Streets and pedestrian walkways on the boundaries of a project shall conform to city standards for subdivisions and all required public improvements to the adjacent public street shall be constructed as a condition of approval and the street right-of-way dedicated to the city.

- 2) Public street option. Where the plan provides that the travelway and pedestrian system is to be dedicated to the public, all streets shall conform to city standards for right-of-way width, be improved in accordance with city standards, and be dedicated to the city.

9. Section 17.8.304 be amended to read as follows:

17.8.304 - Project streets and sidewalks.

1. General requirement. All lots in the subdivision project shall be served by a street and sidewalk/pedestrian walkway system which provides safe and convenient access to each dwelling unit and adequate circulation within the project area and with adjacent projects and lands. To ensure continued adequacy and maintenance of the street and sidewalk system, title to all portions of the system shall have been previously conveyed to the city or proposed for dedication to the city as part of the plat.
2. Streets to conform to city standards—Exceptions. All streets within the subdivision project shall conform to city standards for right-of-way width and alignment and be improved to in accordance with city standards. Provided, however, the planning commission may recommend and the city council may approve an exception from the adopted standard in the instance of one of the following:
 - A. Partial width streets. The city may approve a subdivision project having partial width streets along one or more of the project boundaries, subject to the following terms, conditions and findings:
 - (1) The partial width street is located at the boundary of the proposed residential subdivision project.
 - (2) The partial width street will have a minimum width of right-of-way of thirty-five feet and will include the construction of all required street and utility improvements in accordance with city standards for partial width streets.
 - (3) The adjacent parcel is undeveloped, but its reasonably capable of further development in a manner that will result in the remainder of the street being dedicated and improved.

- (4) The partial width street will be less than four hundred feet in length and will serve as the primary vehicular access route to not more than ten residential lots.
 - (5) Title to the right-of-way for the partial width street will be conveyed to the city as part of a final plat dedication or other acceptable means of conveyance.
- B. Reduced right-of-way width. The city may approve one or more street segments having a reduced right-of-way width to not less than fifty feet, subject to the following terms, conditions and findings:
- (1) A finding by the planning commission that because of existing development on adjacent lands or constraints imposed by natural limitations a reduction in right-of-way is reasonably necessary in order that the adjacent lots will conform to minimum lot width, depth, or area for the zone district.
 - (2) The street for which the reduction in right-of-way is proposed: (a) is a dead end street terminating in a cul-de-sac, or (b) if a continuing alignment street, will not serve as a primary access route to other developments, as determined by the planning commission.
 - (3) The length of the reduced segment will not be more than four hundred feet.
 - (4) The design of the street segment will conform to city standards for reduced width streets.

EFFECTIVE DATE. This ordinance shall take effect immediately upon its passage and publication as prescribed by law.

PASSED AND ADOPTED BY THE CITY COUNCIL OF AMERICAN FORK CITY, STATE OF UTAH, ON THIS THE _____ DAY OF AUGUST, 2019.

AMERICAN FORK CITY

BRADLEY J. FROST, MAYOR

ATTEST:

CITY RECORDER



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
AUGUST 13, 2019**

Department Recorder **Director Approval** Terilyn Lurker

AGENDA ITEM Review and action on an ordinance amending Section 17.8.111 of the American Fork City code relating to construction and maintenance of private roads and driveways, and creating Chapter 12.20 relating to the acceptance of private infrastructure, establishing conditions and setting forth procedures for the acceptance of private infrastructure.

SUMMARY RECOMMENDATION

Staff recommends adoption of the ordinance.

BACKGROUND

From time to time, American Fork City has approved the installation of private streets for new developments, as requested by a developer. Motives for the request may vary but the standard for private streets has historically been lower than the standard for public streets, particularly with regards to the width of the road. In short, there frequently has been a financial benefit to a developer to build private streets and turn over the ownership and maintenance responsibilities to a Homeowners Association (HOA).

Occasionally, members of an HOA approach the City with a request that the city accept a dedication of these roads to the City and take over maintenance responsibilities. This ordinance sets forth the conditions under which the city will consider such a request and establishes a procedure for this acceptance to take place.

BUDGET IMPACT

There will be impacts to the city budget. The magnitude of the impact will depend on the quantity and quality of the infrastructure that will be accepted by the City under future

SUGGESTED MOTION

I move to adopt the ordinance amending Section 17.8.111 of the American Fork City code relating to construction and maintenance of private roads and driveways, and creating Chapter 12.20 relating to the acceptance of private infrastructure, establishing conditions and setting forth procedures for the acceptance of private infrastructure.

SUPPORTING DOCUMENTS

Infrastructure ordinance 8.8.19 (DOC)

Ordinance No. 2019-____-____

AN ORDINANCE AMENDING SECTION 17.8.111 OF THE AMERICAN FORK CITY CODE, CONSTRUCTION AND MAINTENANCE OF PRIVATE ROADS AND DRIVEWAYS BY CITY PROHIBITED, AND CREATING A NEW CHAPTER, 12.20 – ACCEPTANCE OF PRIVATE INFRASTRUCTURE, ESTABLISHING CONDITIONS AND SETTING FORTH PROCEDURES FOR THE ACCEPTANCE OF PRIVATE INFRASTRUCTURE, AND PROVIDING AND EFFECTIVE DATE FOR THE ORDINANCE.

Whereas City currently prohibits construction and maintenance of private roads and driveways by City officer or employees;

Whereas City currently prohibits the acceptance of private streets unless said streets comply with all standards and improvements for public streets;

Whereas City finds it is in the best interest of the City that, upon receiving an application from property owners, it be permitted to evaluate public infrastructure on a case by case basis to determine whether acceptance of such infrastructure is advisable;

Whereas the adoption of this ordinance will promote the public health, safety and welfare of the City, as it permits the City to take into account the specific circumstances of each application for acceptance of private infrastructure.

NOW THEREFORE, be it ordained by the City Council of American Fork, Utah that:

1. Section 17.8.111 be Amended to read as follows:

17.8.111 – Construction of public utilities under right-of-way. ~~Construction and maintenance of private roads and driveways by city prohibited.~~

Public utilities, including water and sewer lines, shall not be permitted to be constructed or installed under a right-of-way (roadway or sidewalk) unless said right-of-way:

1. Has been dedicated to the City; or
2. Is shown on a plat of a subdivision, which plat has received approval by the city council.

~~All officials of the city shall refrain from opening, accepting, grading, paving, or lighting street, authorizing the laying of sewers and water mains, or making connections to public water or sewer lines in a street unless said street:~~

1. ~~Has received the status of a public street, either by prescription or dedication; or~~
2. ~~Is shown on a plat of a subdivision which plat has received tentative approval by the city council; or~~
3. ~~Has been dedicated to and accepted by the city council.~~

Formatted: Font: (Default) Times New Roman,

Formatted: Normal, Indent: Left: 0.3"

~~No city officer or employee shall enter upon private driveways or roads for the purpose of maintaining or constructing the same, unless and until such private driveways or roads shall first been made to comply with the standards for public streets for width and improvements, as set forth in this code, and shall have been accepted as a public street or road by the planning commission and city council.~~

2. Chapter 12.20 be created and read as follows:

12.20.010 – Conditions for acceptance of private infrastructure.

The City may, but is not required to, accept ownership and maintenance of private streets, water systems, pressurized irrigation, sewer systems, and storm drains upon application of property owner(s). The following conditions shall apply to acceptance of private infrastructure:

- A. The City may only accept infrastructure in a holistic manner. Individual components may not be accepted, with the exception of water system infrastructure alone.
- B. All infrastructure, including, but not limited to, streets, curbs, gutters, sidewalks, pedestrian ramps, signage, drainage facilities, culinary water system, pressurized irrigation system, and sanitary sewer shall be evaluated to determine compliance with local, state and federal law.
- C. Pavement shall have a remaining service life (RSL) of at least 15, as determined by an assessment report completed by a licensed professional engineer (PE).
- D. All street signs must be compliant with standards for public streets.
- E. Drainage systems and facilities must be determined to have been properly maintained and shall be fully functional and operational.
- F. All infrastructure shall be in an acceptable condition, as determined by the City.
- G. The infrastructure shall meet all life safety standards, including width, slope and hydrant access.
- H. All underground utilizes shall be located in the public right-of-way or proposed public right-of-way.

12.20.020 – Procedures for acceptance of private infrastructure.

The process for City's acceptance of private infrastructure shall be as follows:

- A. Applicant shall submit a formal letter to the City Engineer and the City Recorder requesting the city take ownership of the roads and/or other private infrastructure. This letter shall be submitted only by the official owner.

B. Applicant shall submit a clear description and a map showing all infrastructure which is being requested to be accepted by the city.

C. Upon receipt of a completed application, City Engineer or designee shall have 90 days to conduct a review of the infrastructure to ensure compliance with local, state and federal laws and regulations. City Engineer may request any necessary testing, including core sampling, to assist in the determination of compliance. Such testing shall be at the expense of the applicant.

D. Applicant shall provide permission to the City to conduct any and all inspections or testing necessary to determine acceptability of the infrastructure, including utilization of cameras to inspect infrastructure.

E. After reviewing documentation submitted by applicant and conducting, or requiring to be conducted, any further testing necessary to make an appropriate recommendation, City Engineer or designee shall prepare a report for the city council summarizing the infrastructure's compliance with local, state, and federal law and regulations.

F. City Engineer or designee shall present the application, engineer's report and recommendation to the city council for its consideration.

G. If the application to dedicate infrastructure to the City is approved, the applicant shall, at their sole expense, prepare the appropriate documents and plats formally dedicating the infrastructure to the city. The applicant shall be responsible for all associated fees. All infrastructure shall continue to be maintained by the applicant until all documents are recorded. If plat is not recorded within 60 days of city council action, approvals shall expire.

H. If the application to dedicate infrastructure to the City is denied, a new application for said infrastructure shall not be submitted for review sooner than two years from the date of the denial.

EFFECTIVE DATE. This ordinance shall take effect immediately upon its passage and publication as prescribed by law.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF AMERICAN FORK CITY,
STATE OF UTAH, ON THIS THE ____ DAY OF AUGUST, 2019.**

AMERICAN FORK CITY

BRADLEY J. FROST, MAYOR

ATTEST:

CITY RECORDER



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
AUGUST 13, 2019**

Department Public Works **Director Approval** Scott Sensanbaugher

AGENDA ITEM Review and action on a Professional Services Contract for asset management, street light maintenance and construction services provided by Black & McDonald

SUMMARY RECOMMENDATION Staff recommends approval of the contract with Black and McDonald.

BACKGROUND American Fork City does not maintain or install the street light system with in-house crews and resources. Black & McDonald has been providing this service for the last few years. The professional services contract was drafted by the City Attorney and is similar to the previous contract. Black and McDonald has the resources of material, equipment and trained personnel with the expertise to step in and provide American Fork City with these necessary services.

BUDGET IMPACT Funding for this project has been allocated in the streets budget as part of the FY 2020 approved budget and by individual developments.

SUGGESTED MOTION Mr. Mayor I move that we approve the contract with black and McDonald as presented.

SUPPORTING DOCUMENTS

American Fork _BM (PDF)

**Professional Services Contract
Award Form**

This Professional Services Contract ("Contract") is made effective this __ day of _____ 2019 ("Effective Date") by and between American Fork City, a Municipality in the State of Utah ("City") and Custom Lighting Services, LLC, d.b.a. Black & McDonald, a corporation with an office at 1106 South Legacy View, Salt Lake City, Utah 84104 ("Contractor"). The Contract consists of the General Contract Clauses contained herein and Exhibits I and II.

American Fork City

Custom Lighting Services, LLC, d.b.a. Black & McDonald

By: David Bunker, City Administrator

By: Benjamin Clegg, Division Manager

Date: _____

Date: _____

Attest:

Recorder

Attachment: American Fork_BM (Street Light Maintenance Contract)

Approved-as-to-form by Cherylyn Egner, attorney for American Fork City.

RECITALS

Black & McDonald ("Contractor") desires to provide certain asset management, street light maintenance, and construction services for the American Fork City ("City").

The City desires to engage the Contractor for such services.

GENERAL CONTRACT CLAUSES

A. Definitions

As used in this Contract, the following terms have the following meanings:

1. "Work" means maintenance and repair work and an entire constructed project or the various separately identified parts thereof required to be furnished under the Contract. Work includes the performing or furnishing of all services and documents required by this Contract.
2. "Site(s)" means the land in or on which work is to be completed.
3. "Contract" or "Agreement" means this document consisting of Sections A through Y, and all incorporated exhibits, appendices and attachments.
4. "Days" means business days unless otherwise specified in the Contract.
5. "Service Standards" means the performance requirements stated in Section E of Exhibit I of this Contract.

B. Contractor Scope of Services

Contractor shall provide the scope of services for the City as described in Exhibit I, attached hereto and incorporated by this reference.

C. Payment

- D. For the services supplied by the Contractor hereunder, the Contractor shall be paid as specified in Exhibit I, Section G.

E. Contract Administration

1. City shall inform Contractor of the identity of the City Representative(s) responsible for administering this Contract.
2. Contractor shall inform City of the identity of the Contractor's Project Manager.

3. Contractor's Project Manager and the City Representative shall confer before the start of any construction, removal, relocation and/or other work to ensure that the nature and scheduling of the job's activities are mutually understood, and shall meet as often as necessary during the job's duration to discuss the progress made, impediments encountered or expected and their resolution, and all other relevant matters.

F. Jurisdiction

This Contract shall be construed under the laws of the State of Utah without regard for the conflicts of provisions thereof. The venue for any action to enforce the provisions of this Contract to be filed and heard shall be the appropriate court within the State of Utah.

G. Notices

All notices required pursuant to the terms and conditions of this Contract shall be in writing, unless an emergency situation dictates otherwise. All notices shall be directed to the following addresses:

The City: American Fork City
Attention: Accounts Payable
51 East Main Street
American Fork, UT 84003

The Contractor: Custom Lighting Services, LLC d.b.a. Black & McDonald
Attention: Division Manager
1106 South Legacy View
Salt Lake City, Utah 84104

H. Records and Audits

The Contractor shall keep accurate books, records and supporting data in hardcopy or electronic form for at least five (5) years. For time, equipment, and material work, City shall have the right to audit all Contractor books relating to the charges. For Unit Prices, City shall have the right to audit Contractor books relating to the number of units completed. Charges more than five (5) years old shall not be subject to audit and are deemed final. If an audit determines that an overpayment or underpayment has occurred, then notice of such overpayment or underpayment shall be given to the Contractor together with that portion of the audit, which supports the determination. If the determination is not disputed, then the payment or refund shall be paid within 30 days of the determination.

I. Confidentiality

The parties acknowledge that this Contract and the records generated in the performance thereof are generally public records under the current provisions of the Utah Government Records Access and Management Act ("GRAMA"), and the parties agree to comply with the provisions of GRAMA. However, nothing herein shall be construed as an acknowledgment or admission that Contractor's records are public records within the meaning of GRAMA, nor to require Contractor to produce its own records in response to any records request filed under the provisions of GRAMA.

J. Insurance

During the performance of this Contract the Contractor shall maintain the following insurance with the City identified as an additional insured on the General Liability and Automobile insurance certificates.

1. General Liability insurance, with combined single limits of at least \$2,000,000 for each occurrence and \$3,000,000 in the aggregate.
2. Automobile Liability Insurance, with a combined single limit of at least \$1,000,000 for each person and \$1,000,000 for each occurrence.
3. Workers' Compensation Insurance in accordance with statutory requirements.
4. Employer's Liability with limits of at least \$1,000,000.

The above insurance shall not be canceled without at least 30 days' notice to City. The City, its elected and appointed officials, employees, volunteers and agents shall be named as additional insured on the General Liability and Automobile insurance certificates. The Contractor shall provide a waiver of subrogation to the City on each of the required certificates, as appropriate. Upon request, the Contractor shall provide City Contract Administration with proof of insurance prior to beginning work on any City site. The insurance must be provided by carriers having at least a Best's rating of B+ or better and be acceptable to the City.

K. Liens and Indemnification

Contractor shall not permit a lien to be placed on any City property by Contractor's suppliers or subcontractors. Should City receive notice of intent to file a lien from any of Contractor's suppliers or subcontractors, City will notify Contractor. Contractor shall be responsible for and shall indemnify City for all of City's costs, expenses (including attorneys' fees), liabilities, damages, fees, penalties, judgments and settlement costs arising either directly or indirectly from the placement of such lien. Notwithstanding any contrary provisions of this Contract, the foregoing liabilities of the Contractor for the placement of a lien shall only include direct damages.

L. Assignment

Neither party shall have the right to assign any portion of this Contract to a third party without the prior written consent of the other party, and such consent shall not be unreasonably withheld. No assignment shall relieve the parties of their respective obligations under this Contract.

M. Termination for Cause I Non-Funding

City may terminate any Project under this Contract in whole or in part for Contractor's material breach of its obligations under this Contract. In order for Contractor to be in material breach of this Contract, both of the following events must occur:

1. City provides Contractor with timely written notice detailing the specific action or lack of action giving rise to the material breach of contract, as well as the City's recommendation of a reasonable cure for the material breach; and

2. Contractor fails to cure the material breach using the recommended cure from the City or another reasonable cure available to Contractor, within ten workings days of receipt of written notice from City or such longer period as may be needed, so long as the cure is commenced within ten days and pursued diligently to completion.

In the event of a material breach of this Contract by Contractor, City may acquire, under the terms and in the manner in which the City considers appropriate, services and equipment similar to those terminated, and the Contractor shall be liable to the City for any reasonable excess costs for those services. However, the Contractor shall continue projects not terminated.

The parties acknowledge that, while this is a multi-year Contract, the laws of the State of Utah prohibit the City from committing any public funds beyond the current budget year. Therefore, although the City intends to seek appropriation of funds for this Contract in future years, the parties agree that should the City be unable to appropriate funds for the performance of this Contract in subsequent budget years due to fiscal constraints, the Contract shall be deemed terminated and the City shall not be liable for damages or penalties for breach of Contract or for other reasons. However, in the event of termination as a result of non-appropriation, Contractor shall be paid in full for all services performed to the date of non-appropriation. The date of non-appropriation shall be that date on which the City's budget, absent funds appropriated for performance of this Contract becomes effective.

In the event of termination or cancellation, the City will purchase any City specific Contractor inventory in accordance with Exhibit II, 3. If requested by City, Contractor shall provide transport services for this material subject Exhibit II, 1, 2, and 4.

N. Accident Prevention and Compliance

The Contractor shall comply with all OSHA and City safety requirements. Failure to comply may result in Termination for Default, after exercise of the Dispute Resolution provisions herein.

O. Severability

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision, which is of the essence of this Contract, be determined void.

P. Integration

This Contract represents the entire and integrated agreement between City and the Contractor. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.

Q. Warranty

1. In addition to any other warranties in this Contract or as otherwise provided by law, the Contractor warrants that work performed under this Contract conforms to the Contract requirements and is free of any material defect.
2. This warranty shall continue for one (1) year from the date of final completion and acceptance of any project or work.
3. The Contractor shall remedy, at the Contractor's expense, any failure to conform or any material defect within thirty (30) days of notification by City of such defect.

In addition, the Contractor shall remedy at the Contractor's expense any damage to City property, when the damage is a result of:

- a. Contractor's actions or omissions
 - b. The Contractor's failure to conform to Contract requirements
 - c. Any material defect of equipment, material, workmanship, or design furnished by Contractor
4. The Contractor's warranty with respect to work repaired or replaced will run for one (1) year from date of repair or replacement.
5. City shall notify the Contractor, in writing, within a reasonable time after discovery of any material failure, defect or damage.
6. If the Contractor fails to remedy any material failure, defect, or damage within a reasonable time after receipt of notice, City shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage and Contractor shall pay City its actual direct cost of such remedy plus fifteen (15%) percent.
7. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this Contract, the Contractor shall:
 - a. Obtain all warranties that would be given in normal business practice
 - b. Require all warranties to be executed, in writing, for the benefit of City
 - c. Enforce all warranties for the benefit of the City
8. In the event the Contractor's warranty under Section (Q) (7) has expired, City may bring suit, at its expense, to enforce a subcontractor, manufacturer, or supplier's warranty.

9. The Contractor shall not be liable for the repair of any defects of material or design furnished by the City.

R. Inspection of Work Prior to Acceptance

1. All work will be subject to City inspection and approval
2. City may appoint inspectors as it deems advisable to inspect the materials furnished and the work performed for compliance with the specifications, drawings, special instructions and generally accepted industry standards. Contractor shall furnish all reasonable assistance required by City and its inspectors for the proper inspection of the work. City inspectors shall have the right and authority to reject any and all work that is unsatisfactory, faulty or defective, or does not conform to the requirements of this Contract. City inspectors shall provide Contractor with a written report citing the rejected work as well as the specific areas of nonconformance giving rise to the rejection of the work.

Rejected work shall be corrected or replaced by the Contractor at its sole cost and expense, without reimbursement or payment by City.

S. Material and Workmanship

All equipment, material, and articles incorporated into the work covered by this Contract shall be new, unless otherwise approved by City in advance of the work and of most suitable grade for the purpose intended, unless otherwise specifically provided in this Contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall not be construed as prohibiting substitution with items or processes of equivalent quality, with the consent of the City.

T. Permits and Responsibilities

The Contractor shall, without additional expense to City on unit price or firm price work, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes and regulations applicable to the performance of work. To the extent permitted by law, Contractor shall be entitled to work under City permits. The Contractor shall also be responsible for all damages to persons or property that occurs as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until Completion and Acceptance. Notwithstanding the foregoing, City shall be responsible for obtaining all easements and rights-of-way.

U. Protection of Existing Vegetation, Structures, Equipment, Utilities and Improvements

1. The Contractor shall take reasonable measures to prevent damage to any structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this Contract. If tree trimming or tree removal is required to facilitate work, Contractor shall contact City who shall have trees trimmed or removed when such work is appropriate. If any limbs or branches of trees are broken during Contract performance, the

Contractor shall trim those limbs or branches with a clean cut.

2. The Contractor shall repair any damage to structures, equipment and vegetation on or adjacent to work sites caused by Contractor. If the Contractor fails or refuses to repair the damage promptly within ten (10) days of the damage being done, City may have the necessary work performed and Contractor shall pay City its actual direct cost of such remedy plus fifteen (15%) percent.

V. Cleaning Up

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work premises any rubbish, tools, scaffolding, equipment and materials that are not the property of City. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the City.

W. Time Extensions

Notwithstanding any other provisions of this Contract, it is mutually understood that any time extension shall be solely at the discretion of City in accordance with this Contract. The modification or change order granting a time extension may provide that the Project completion date will be extended in its entirety, to specific line items or to portions of line items, and may further provide for consideration (if applicable) under the new completion schedule.

X. Order of Precedence

Any inconsistency in this Contract shall be resolved by giving precedence in the following order: (a) Contract clauses, (b) Exhibits and Appendices, (c) specification and drawings, (d) instructions, and (e) other documents.

Y. No Waiver

The failure at any time of either party to enforce any of the provisions of this Contract, or to require at any time performance by the other party of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way be construed to affect the validity of this Contract or any part hereof, or the right of any party thereafter to enforce each and every such provision.

EXHIBIT I

SCOPE OF WORK

A. General

1. The Contractor, if doing business under an assumed name, i.e. an individual, association, partnership, corporation, or otherwise, shall be registered with the Utah State Division of Corporations and Commercial Code.
2. The Contractor shall assume full responsibility for damage to City property caused by the Contractor's employees or equipment as determined by designated City personnel.
3. The Contractor shall be solely responsible for the safety of the Contractor's employees and others relative to the Contractor's work, work procedure, material, equipment, transportation, signage, and related activities and equipment. This includes all traffic control measures when working on lights/poles which hang over street areas.
4. The Contractor shall possess and keep in force all licenses and permits required to perform the services of this agreement.
5. No guarantee of the actual amount of service or product requirement is implied or expressed by this agreement. Service requirements shall be determined by actual need.
6. Prior to notice, the Contractor shall submit its company safety program to the City addressing specific activities and associated hazards. The program shall include requirements applicable to the scope of its work and the protection of the Contractor's employees and the public relative to Contractor's work. The safety program shall include the operations of the Contractor's sub-contractors, at any tier, and include environmental protection, safety, occupational health, respiratory protection, hearing conservation, fire prevention, protection, and hazardous materials handling requirements as applicable. The safety program documents shall be reviewed and approved by the City prior to notice to proceed.

B. Basic Street Light Maintenance (Unit Price)

The Contractor shall provide asset management, maintenance and repair of City owned street lights. The City and Contractor, by mutual agreement, will classify each light as one of the following: a Functional light, Decorative (Non-LED) light or an LED light.

Unit pricing will be assigned to these classifications and Basic Street Light Maintenance will be the responsibility of the Contractor, which includes:

1. Outage Monitoring - Contractor shall provide monitoring of the system for outages. In addition to call center reporting and Computerized Maintenance Management System (CMMS) work order and asset management, Contractor shall conduct a night patrol and a day patrol of all City street lights once per month.

2. Call Center - Contractor shall have and provide a 24-hour, seven (7) days a week, toll free number to take reports of failures from citizens, commercial vendors, City personnel, or others, and to dispatch the Contractor's personnel to investigate and perform any repair, and/or replacement. All calls shall be answered promptly but shall include automatic recording backup for periods of multiple calls. Contractor's personnel shall personally return calls to those parties that leave messages due to inability to reach a live person on their initial call. Contractor's 24/7 Call Center is located at:

6001 Front Street, Kansas City, Missouri Phone
Number: (800) 814-4311

Contractor authorizes the City to advertise the 24-hour Call Center number to the public and to have the Contractor act as the City's primary referral point to report street light problems. Contractor shall keep an accurate record of all reported problems, all actions taken to resolve such problems, including dates and times of initial report and final resolution. This information shall be reported to the City monthly in an electronic format.

3. Asset Management - Contractor shall provide the Basic Street Light Maintenance services for the classified street lights. The City shall have the right to periodically adjust which street lights will be included in the Basic Street Light Maintenance Service and the fees shall adjust to reflect changes in the total number. Each new street light erected during the term of this Contract shall be immediately placed on Basic Street Light Maintenance; however, street lights installed by the Contractor shall not be billed under the unit pricing until the twelve (12) month warranty period on the new street light installation has expired. The billing exclusion during the twelve (12) month warranty period does not apply to the repair of damages caused by storms, acts of God, or third parties, including but not limited to, knockdowns, cable cuts, vandalism, and civil unrest. Contractor shall be entitled to invoice the City for the repair of the aforementioned damages without restriction and City shall pay said invoice in accordance with the payment terms in Exhibit I, Section (G) of this Contract.

The Contractor shall maintain and manage an electronic database of the street lights receiving Basic Street Light Maintenance using Contractor's proprietary CMMS. The CMMS shall maintain a record for each street light repair that identifies: (i) the number and types of bulbs, ballasts, and/or photocells, and (ii) the dates of installation, repair, and/or replacement. The electronic data of the street light assets shall be downloaded into an Excel file on a monthly basis in support of the billing. The Contractor's CMMS shall be used for electronic work order management and asset reporting. Nothing in this Contract shall be construed as providing the City with ownership, interest in or rights to the Contractor's CMMS application.

4. Material Management - The Contractor shall purchase and maintain an inventory of street light lamps, photocells, and ballasts that shall be continually restocked to offset and adjust to usage. The cost of such items is to be included in the cost per light for the Basic Street Light Maintenance service. The Contractor warrants that products furnished conform to the requirements specified and are of good merchantable quality and suitable for the purpose intended.

The Contractor shall maintain a small mutually agreeable inventory of the various styles of poles and fixtures used by the City.

5. Repair of Street Lights - Contractor shall provide all the labor, equipment, and materials to perform the following activities:

a. Repair of Functional Lights (HID Cobra and Town & Country fixtures)

- i. Bulbs
- ii. Photocells
- iii. Glassware cleaning
- iv. Starting aids
- v. Ballasts
- vi. Heads (fixtures)
- vii. Wire inside pole
- viii. Faulted copper cable, if installed in accordance with NESC standards - excludes third party damage and storm damage
- ix. Reset fuses and breakers in street light pole

b. Repair of Decorative (Non-LED) Lights:

- i. Bulbs
- ii. Photocells
- iii. Glassware cleaning
- iv. Starting aids
- v. Ballasts
- vi. Wire inside pole
- vii. Faulted copper cable, if installed in accordance with NESC standards - excludes third party damage and storm damage
- viii. Reset fuses and breakers in street light pole

c. Repair of LED Lights:

- i. Photocells
- ii. Glassware Cleaning
- iii. Wire inside pole
- iv. Faulted copper cable, if installed in accordance with NESC standards - excludes third party damage and storm damage
- v. Reset fuses and breakers in street light poles

d. Street light and pole assemblies shall be visually inspected for deficiencies when other maintenance or repair work is performed at a pole location which involves the use of a bucket truck. Contractor shall perform the following deficiency repairs as identified during the visual inspection:

- i. Tighten bracket arm / cross arm hardware which is loose
- ii. Tighten pole hardware which is loose
- iii. Remove tree limbs physically touching the street light fixture
- iv. Tighten all anchor bolts that are loose

Decorative light lenses and/or fixture replacements and LED components are outside the scope of Basic Street Light Maintenance and will be billed separately as required.

C. Street Light Repair Work and Other Services (Billable)

The Basic Street Light Maintenance service is intended to cover the majority of the outages that occur within the street light system. All other maintenance and repair activities shall be considered Street Light Repair Work or Other Work and billable in accordance with the schedule of prices in Exhibit I, Section (F) (2). Contractor shall provide all the labor, equipment, and materials not provided by the City to perform such activities upon receipt of written authorization from the City, with the exception of pole knockdowns where the Contractor shall take immediate action as is necessary to make the area safe ("Make Safe") as further described in Section (C) (2). The Contractor shall provide any necessary traffic control devices (barricades, cones, signs, flashers, etc.) to warn or keep others out of the work area and to provide safety. The Street Light Repair Work and Other Services that are billable to the City are set forth below.

1. Replacement of Decorative Light Lenses, Fixtures and LED Components - Contractor shall replace decorative light lenses, fixtures and LED components as required.
2. Make Safe Services - The Contractor shall perform Make Safe services resulting from the knockdown of City owned poles. Make Safe shall include, but shall not be limited to, de-energizing the street light fixtures and cabling; making such repairs or alterations as may be necessary to establish safety prior to pole replacement; providing any necessary traffic control and traffic control devices; removing and disposing of any broken glass or other debris that resulted from the knockdown; and, when necessary, notifying and coordinating efforts with the local police (or other fire or emergency responders) and the local electric power provider.
3. Pole and Assembly Replacements - The Contractor shall perform pole and assembly replacements resulting from knockdowns and other replacement of City owned poles as required.
4. Repair of Underground Services - Contractor shall provide repairs for underground services to City owned street lights which are not covered by Basic Street Light Maintenance. Services for underground cable includes: locating, marking, repair and/or replacement of City owned cable damaged by third parties or installations not meeting the NESC codes and City specifications.
5. Pole painting - Painting shall include preparation and one coat of epoxy paint. Paint to be approved by the City prior to application.

6. Storm Repair Work - Damage caused by storms shall be repaired by Contractor upon receipt of authorization by the City.
7. Inspection Services of Work Constructed by Others - Inspection of new poles, pole wiring, and lighting fixtures to document whether they meet NESC and/or NEC standards and the approved plans and specifications. This service will be provided by the Contractor's Journeyman Lineman or equivalent.

D. Street Light Construction, Removal, and/or Relocation

Contractor shall provide all the labor, equipment, and materials not provided by the City to install new street lights, and remove and/or relocate existing street lights as requested by the City. The work shall be performed in accordance with the following guidelines:

1. Contractor shall perform new construction, removal and/or relocation of street lights at a unit price, firm bid or time and material basis. City shall be responsible for billing third parties and collecting monies for such construction, removal, and relocation of street lights. Contractor shall invoice the City directly for services rendered and City shall pay said invoice within thirty (30) days of receipt regardless of whether City has received payment from third parties.
2. Meet all of the directives on the City provided construction drawings, if any.
3. Meet all requirements of state and local jurisdictions so the City may recover its cost for relocations caused by road widening and other public projects.
4. City shall be responsible for all street light layouts associated with new installations, removals and relocations. Contractor shall prepare street light layouts upon request, with said services billed at the hourly rates provided in Exhibit I, Section (F) (3). In the event the City awards installation work to Contractor, there shall be no separate charge for layout services. All layouts are to be reviewed and approved by the City prior to commencement of construction.
5. Contractor shall be responsible for obtaining all permits and providing all traffic control required by the local jurisdictions.
6. Contractor shall be responsible for requesting Blue Stakes as necessary for work performed by Contractor.
7. Contractor shall comply with all state and local laws governing the construction and maintenance of facilities on public right of way, except as expressly exempted from the NESC, NEC and by City Ordinance.
8. City shall provide all required easements.
9. All materials shall be installed so that all of the material manufacturers' recommendations are met.

10. Installations shall meet all of the current City construction standards.
11. All adjustable materials shall be tightened and secured per manufacturers' specifications.
12. Bases shall be installed so that they are set plumb and flush with the final finished grade.
13. All cable connections and facility groundings shall meet all the City construction standards, local utility standards, and applicable safety codes.
14. Contractor shall restore sites to the pre-work condition and properly dispose of all spoil and construction materials.
15. Contractor shall, at its expense, correct all problems resulting from poor workmanship.
16. Contractor shall supply as-built drawings to City within six (6) weeks of the completion of the work.

E. Service Standards.

1. Service Standards for Basic Street Light Maintenance (Unit Price)
 - a. Every light will be field checked with a night patrol at least once per month. The lights will be checked visually and outages repaired if possible at the time of discovery. Light deficiencies requiring repairs beyond the scope of the Basic Street Light Maintenance Service, will be noted and reported to the City for further action.
 - b. All Basic Street Light Maintenance services defined in Exhibit I, Section (B)(5) shall be completed within two (2) business days of discovery on patrol or reported to Contractor, whichever is earlier, with the exception of faulted cable services. Faulted cable services require utility marking prior to any digging per State law; faulted cable services will be completed within ten (10) business days of discovery. Special order material shall be replaced by the Contractor as soon as practical and receipt of said special order materials.
2. Service Standards for Street Light Repair Work (Billable)
 - a. All Street Light Repair Work activities defined in Section (C) of Exhibit I shall be completed within ten (10) business days of authorization by City, subject to lead times for special order materials.
 - b. Underground cable problems shall be permanently restored within ten (10) business days of notification to Contractor.
 - c. Knockdowns shall be restored within ten (10) business days of being reported to Contractor, subject to lead times for special order materials.

- d. All Street Light Repair Work activities, requiring special order materials, shall be completed within ten (10) business days of receipt of said special order materials. Contractor shall order special order materials within three (3) business day of request by City for replacement of any pole or fixture which is not a City standard item.

3. Service Guarantee

Contractor shall have an employee respond at the site of a reported outage within two (2) business days on Basic Street Light Maintenance repairs. In the event Contractor fails to meet the two (2) business day response time, subject to the Uncontrollable Circumstances, Inclement Weather provisions, and special order material provisions of this Contract, Contractor shall pay City twenty-five dollars (\$25.00) per day for each business day Contractor is late in responding to the service event. This payment represents liquidated damages for failure to meet the Service Standards specified herein, and said payment is not a penalty.

F. Price Schedule

1. Basic Street Light Maintenance Service Fee (Unit Price)

Contractor shall perform Basic Street Light Maintenance services for the following:

- a. Functional Light: \$43.80/Year billed at \$3.65/month
- b. Decorative (Non-LED) Light: \$54.00/Year billed at \$4.50/month
- c. LED Light: \$36.00/Year billed at \$3.00/month

The number of street lights to be maintained will change as the number of street lights owned or leased by the City changes. Each party shall notify the other of any changes in the number of street lights to be maintained. Such notification shall include the location of the street lights added or deleted from the total street lights being maintained. Contractor shall modify the billing for Basic Street Light Maintenance Service immediately upon receipt of notification.

2. Street Light Repair Work and Other Services (Billable)

Street Light Repair Work and Other Services, as described under Section (C) of Exhibit I, shall be billed as listed below.

- a. Decorative Light Lens and/or Fixture: Time and Material Pricing
- b. LED swap out: Time and Material Pricing
- c. Make Safe (for pole knockdown situations): \$500 each
- d. Pole and Assembly Replacement: Time and Material Pricing
- e. Cable Services: Time and Material Pricing
- f. Pole removal and/or relocation: Time and Material Pricing

- g. Street Light Pole Painting (fewer than 3 poles): \$300 / pole
- h. Street Light Pole Painting (3 or more poles): \$245 / pole
- i. Inspection Services by Journeyman Lineman: \$135/hour
- j. All other Street Light Repair Work or other services not referenced in Section
- k. (F) (2) shall be billable using Time and Material Pricing.

A schedule of Labor and Equipment rates are attached in Exhibit II.

3. Street Light Construction

New street lights installed by Contractor shall be billed as follows:

a.	Provide and install American Revolution pole assembly.	\$ 1,950.00	/ each
b.	Trench underground conduit and #6CU RHW	\$ 13.25	/ foot
c.	Trench underground conduit and #2CU RHW	\$ 15.05	/ foot
d.	Bore underground conduit and #6CU RHW	\$ 24.29	/ foot
e.	Bore underground conduit and #2CU RHW	\$ 26.09	/ foot
f.	Provide and install enclosed meter base (Meyers Cabinet)	\$ 5,916.00	/ each
g.	Trench and bore in rock will be billed on T&E rates.	T&E	/ foot

Street Light layout services provided by Contractor shall be billed as follows:

a.	Lead Layout Specialist	\$ 150.00	/ hour
b.	AutoCAD Technician	\$ 80.00	/ hour
c.	Clerical Support	\$ 45.00	/ hour

Hourly rates include all ancillary equipment. There shall be no separate charge for layout services in the event the City awards Contractor installation work. All layouts are to be submitted for review and approval by the City prior to commencement of construction.

4. Price Escalators

The Unit Prices referenced in Section (F) (1) of Exhibit I shall remain fixed for up to five (5) years.

The Unit Prices referenced in Section (F) (2) and (F) (3) of Exhibit I shall increase by two and one-half percent (2.5%) on the anniversary of the effective date, each year, for five (5) years.

The Labor Rates in Exhibit II shall be adjusted annually on March 1 of each year, in accordance with the annual wage adjustment specified in the Local 57 Union Agreement.

The Equipment Rates in Exhibit II shall be adjusted up or down annually on March 1 of each year in accordance with the change in the Consumer Price Index using the most current 12-

month period available. Such revised rates shall become a part of this Contract and remain in effect until March 1 at 12:01 AM the following calendar year.

By February 25 each year, Contractor shall issue City new Time and Material pricing reflecting the specified price adjustments; however, the revised rates shall not become effective until March 1. Such revised rates shall become a part of this Contract and remain in effect until March 1 at 12:01 AM the following calendar year.

G. Billing & Payment

1. Basic Street Light Maintenance: Contractor shall bill City monthly for the Basic Street Light Maintenance Service, and City shall pay the undisputed portion of the invoice within thirty (30) days of receipt of invoice.
2. Street Light Repair Work: Contractor shall submit a separate invoice and itemized breakdown to the City for the Street Light Repair Work completed in the previous thirty (30) days, and City shall pay the undisputed portion of the invoice within thirty (30) days of receipt of invoice.

H. Performance Period

The term for maintenance and construction services under this Contract shall be for three (3) years from the effective date, with an option to be renewed annually for up to two (2) more years. For clarity, the term ends at 11:59 PM on the same date as the effective date.

I. Performance Monitoring

City reserves the right to monitor and evaluate Contractor's performance on any and all work performed under this Contract. The evaluation will be measured by the City or City's agent. City and Contractor will develop a systematic reporting system enabling City to monitor Contractor's compliance with all of its obligations under this Contract, including but not limited to Contractor providing City information acquired or produced in handling and performing work orders under this Contract.

J. Subcontractors.

Contractor may require the use of subcontractors to perform support services, including but not limited to, concrete work, asphalt work, underground boring services, landscaping, etc. Contractor shall assure that its subcontractors of all tiers comply with all of the provisions of this Contract, including but not limited to the requirements for insurance coverage and certificates as described in this Contract.

K. Subcontractor Supervision.

Contractor hereby warrants the quality of work performed by its subcontractors as though they were its own forces. Notice to Contractor shall be considered notice to any affected subcontractor. Anything to the contrary in this Contract notwithstanding, there shall be no contractual relationship between any subcontractor of Contractor and City.

L. Removal of Subcontractors.

Contractor shall immediately remove any subcontractor from City work upon written notice from City that said subcontractor has failed to perform in a manner that is satisfactory to City. Contractor shall be as fully responsible and accountable to City for quality of work of its subcontractors, as it is for the work performed by Contractor itself.

M. Minority/Women-Owned Business.

Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability or national origin. The Contractor shall at all times fully comply with all applicable equal opportunity and affirmative action laws, regulations, statutes, ordinances and orders.

N. Specifications

1. Skill - Contractor shall employ only workers and subcontractors who are competent to perform the work assigned to them and who are adequately trained, experienced, and qualified. At least one Journeyman Lineman shall be available to do work for the City.
2. City Right to Remove - City has the right to disapprove, and demand the removal from any work (and the property of City) under this Contract, any craft or management personnel provided by Contractor or any subcontractor; and Contractor shall then promptly cause such personnel to be removed.
3. Work Periods - Work shall generally be performed hereunder Monday through Friday from 7:00am to midnight but the Contractor shall perform work on other days and at other times as necessary to meet the City's needs, or as requested by the City.

O. Special Contract Clauses

1. Uncontrollable Circumstances - Should Contractor be delayed in the final completion of the work required under the Contract by strike, fire, Inclement Weather or other cause outside the control of Contractor, and which, in the reasonable opinion of City, was not contributed to by Contractor, and could not have been reasonably anticipated or reasonably avoided, then an extension of time sufficient to compensate for the delay, as reasonably determined by City, will be granted provided that Contractor gives City prompt notice, confirmed in writing within forty-eight (48) hours, of the cause of delay in each case provided that Contractor has used all reasonable means to minimize the delay. For construction, removal, and/or relocation work, Contractor shall be given an extension of time that is no less than the duration of the Uncontrollable Circumstances to complete the work.

The Parties understand that occurrence of Maintenance and Repair work is cumulative in nature, such that a simple extension of time may not be sufficient to eliminate the backlog of work that arises during the Uncontrollable Circumstance. Therefore, the Parties shall mutually develop a recovery schedule for completing the backlog of Maintenance or Repair work arising from Uncontrollable Circumstances. If Contractor completes the recovery schedule on time, the evaluation of Contractor's performance will not be impacted by the Uncontrollable Circumstances. All Maintenance and Repair work arising after the end of the

Uncontrollable Circumstances shall be subject to the service repair times outlined in this Contract, except in the event that City requests Contractor to divert its workforce to other activities, such as storm restoration, then the Maintenance and Repair work shall be treated as backlog work and subject to a recovery schedule due to Uncontrollable Circumstances.

The following shall not be considered Uncontrollable Circumstances: weather conditions other than Inclement Weather, inadequate construction force or lack of coordination with other contractors, or the failure of Contractor to adequately schedule and supervise the work or obtain the required personnel, equipment or material, or the failure of Contractor to place orders for equipment or materials sufficiently in advance to insure delivery when needed.

2. Inclement Weather - For the purposes of this Contract the term "Inclement Weather" shall be defined as weather conditions under which members of IBEW Local 57 are not required to work pursuant to the then current bargaining agreement.
3. Public Relations - Neither party to this Contract shall release this Contract nor any portion of this Contract to a third party without the prior written approval of the other party, except as may be required by law.

EXHIBIT II

Time and Material Rate

Effective May 1, 2019 – February 28, 2020

1. Labor Rates (Revised annually on March 1 per Exhibit I Section F. 4.)

CLASSIFICATION	STRAIGHT TIME	SHIFT PREMIUM	OVER TIME	DOUBLE TIME
GENERAL FOREMAN	\$ 106.86	\$ 115.89	\$ 152.02	\$ 197.19
JOURNEYMAN FORMAN	\$ 100.79	\$ 109.23	\$ 143.02	\$ 185.25
JOURNEYMAN LINEMAN	\$ 92.51	\$ 100.15	\$ 130.74	\$ 168.98
7TH STEP LINEMAN APPRENTICE	\$ 84.21	\$ 91.09	\$ 118.62	\$ 153.03
6TH STEP LINEMAN APPRENTICE	\$ 81.71	\$ 88.37	\$ 114.98	\$ 148.25
5TH STEP LINEMAN APPRENTICE	\$ 79.23	\$ 85.65	\$ 111.35	\$ 143.48
4TH STEP LINEMAN APPRENTICE	\$ 76.73	\$ 82.92	\$ 107.70	\$ 138.67
3RD STEP LINEMAN APPRENTICE	\$ 74.24	\$ 80.21	\$ 104.07	\$ 133.90
2ND STEP LINEMAN APPRENTICE	\$ 63.82	\$ 68.80	\$ 88.68	\$ 113.54
1ST STEP LINEMAN APPRENTICE	\$ 59.49	\$ 64.07	\$ 82.42	\$ 105.36
STREET LIGHT MAINT. FOREMAN	\$ 67.10	\$ 72.48	\$ 93.98	\$ 120.85
STREET LIGHT MAINT. WORKER	\$ 62.03	\$ 66.91	\$ 86.45	\$ 110.87
2ND STEP STREET LIGHT MAINT. WORKER	\$ 54.89	\$ 59.12	\$ 76.05	\$ 97.22
1ST STEP STREET LIGHT MAIN. WORKER	\$ 43.98	\$ 47.24	\$ 60.27	\$ 76.55
TRAFFIC SIGNAL ELECTRICIAN	\$ 64.72	\$ 69.87	\$ 90.48	\$ 116.24
UTILITY WORKER	\$ 40.17	\$ 43.08	\$ 54.71	\$ 69.24
TRAFFIC SIGNAL / UTILITY WORKER ENTRY	\$ 32.20	\$ 34.39	\$ 43.11	\$ 54.02

2. Equipment Rates (Revised annually on March 1 per Exhibit I Section F. 4.)

Classification	Hourly Rate
Auto, SUV	11.04
Bucket Truck, 37' Reach	25.58
Bucket Truck, 55' Reach	33.16
Digger Derrick	32.69
Pickup, 3/4 to 1 Ton	14.73
Flat Bed or Dump Bed - Single Axle	20.16
Flat Bed or Dump Bed - Double Axle	28.51
Trailer, Pole, Cable, or Flatbed	7.73
Trencher	34.22
Truck, Tractor	40.42
Boring Machine	80.55
Trailer Mount Vac-Excavator	34.17
Hydro-Vac Excavator	132.65
Excavator, Mini	20.48
Compressor, Trailer Mount	13.83
Arrow Board, Trailer Mount	6.98

Any additional equipment furnished by Contractor, which is not owned by the Contractor, will be billed at the actual invoice cost to the Contractor, plus 7%.

3. Material Costs

The billable rate to the City for material costs will be calculated at the actual invoice cost to the Contractor plus 7%.

4. Subcontractor Costs

The billable rate to the City for subcontractor costs will be calculated at the actual invoice cost to the Contractor plus 7%.

5. Surplus Material

In the event that Black and McDonald completes the contract and has surplus material bought specifically for American Fork City, the City will purchase the material at the cost which it was purchased. Payment will be made within 60 days and material will be given to the City within 90 days.



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
AUGUST 13, 2019**

Department Public Works **Director Approval** Scott Sensanbauger

AGENDA ITEM Review and action on the award of a contract for the 2020 Upper West Tank Crack Repair (WA201801) to Gerber Construction, Inc.

SUMMARY RECOMMENDATION Staff recommends approval of the contract award to Gerber Construction, Inc., based on their base bid, submitted in accordance with a request for bids advertised on June 25, 2019.

BACKGROUND Staff from the Engineering Division, in conjunction with Horrocks Engineers, prepared bid documents and followed a standard procurement process by issuing an invitation for bids (IFB) through the State procurement website, SciQuest. On July 9, 2019, two bids were received for this work with Gerber Construction, Inc. being the lowest acceptable bid based on the criteria in the issued IFB.

The project consists of epoxy grout injection crack repair and reinforced concrete wall on the inside of the Upper West Culinary Water Tank and necessary site work.

BUDGET IMPACT Funding for this project has been allocated in the Water System budget as part of the FY 2020 approved budget.

SUGGESTED MOTION Mr. Mayor I move that we accept the Bid submitted by Gerber Construction, Inc. for the construction of the Upper East Tank Crack Repair in the amount of \$608,900.00 and approve the contract as presented.

SUPPORTING DOCUMENTS

Bid Recommendation Letter West Tank (PDF)
AF Upper West Tank Crack Repair Bid Tab (PDF)
003600 Notice of Award - Gerber (PDF)
005000 Agreement - Gerber (PDF)
005100 Notice to Proceed - Gerber (PDF)

Scott Sensanbaugher, P.E.
270 East 200 North
American Fork Utah, 84003

July 18, 2019

Subject: American Fork Upper West Tank Crack Repair Bid Results and Recommendations

Dear Scott:

Attached is the bid tabulation for the American Fork Upper West Tank Crack Repair Project. The low bidder was Gerber Construction, Inc. with a bid of \$608,900.00. The bid was 19 percent lower than the engineer's estimate. There were a total of two bidders on this project with an average bid price of \$654,450.00.

We recommend the bid be awarded to Gerber Construction, Inc. We have checked their license, bonding, and references and have found everything in order.

Attached are three (3) copies of the Notice of Award if the City so chooses to award this project to Gerber Construction, Inc.

If you have any questions please call.

Sincerely,
HORROCKS ENGINEERS

John E. Schiess, P.E.
Principal Engineer

cc: File

Attachment: Bid Recommendation Letter West Tank (Upper West Tank Crack Repair Contract (WA201801))

**Engineer's Estimate
Horrocks Engineers**

Project Manager: John E. Schiess, P.E.
Project Engineer: John E. Schiess, P.E.

Construction Cost Index: 11268

**Base Bid
Contractors**

Gerber Construction, Inc. \$608,900.00
 ProBuild Construction Inc. \$700,000.00

Bid

Bid Opening: Sciquest
Date: July 11, 2019
Time: 2:00 PM

For: Upper West Tank Crack Repair
 American Fork City
 31 North Church Street
 American Fork City

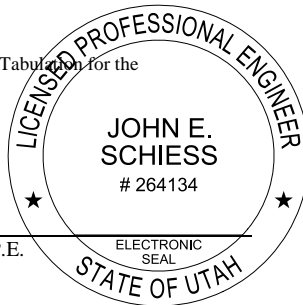
Average \$654,450.00
 Engineer's Estimate \$751,500.00
 Percent Difference 15%

Base Bid				Engineer's Estimate		Bidder 1 Gerber Construction, Inc.		Bidder 2 ProBuild Construction Inc.		Average	
ITEM NO.	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
1	Mobilization	1	LS	\$20,000.00	\$20,000.00	\$41,000.00	\$41,000.00	\$50,000.00	\$50,000.00	\$45,500.00	\$45,500.00
2	Shotcrete Reinforcement	1	LS	\$626,000.00	\$626,000.00	\$464,000.00	\$464,000.00	\$534,000.00	\$534,000.00	\$499,000.00	\$499,000.00
3	Crack Repair	1600	LF	\$60.00	\$96,000.00	\$61.00	\$97,600.00	\$60.00	\$96,000.00	\$60.50	\$96,800.00
4	Cleaning and Disinfecting	1	LS	\$9,500.00	\$9,500.00	\$6,300.00	\$6,300.00	\$20,000.00	\$20,000.00	\$13,150.00	\$13,150.00
TOTAL BASE BID					\$751,500.00		\$608,900.00		\$700,000.00		\$654,450.00

* denotes a math error

I hereby certify that this is a true and correct Bid Tabulation for the
 Upper West Tank Crack Repair

John E. Schiess, P.E.



DOCUMENT 003600**NOTICE OF AWARD**

To: Gerber Construction, Inc.
815 East 675 South
Lehi, Utah 84043

PROJECT Description: American Fork City – Upper West Tank Rehab Project

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated June 23, 2019, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$608,900.00.

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) calendar 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 a 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 _____, 2019.

American Fork City
Owner

ACCEPTANCE OF NOTICE

By _____

Receipt of the above NOTICE OF
AWARD is hereby acknowledged

City Administrator

By _____

this the _____ day of _____, 2019.

By _____

Title _____

Attachment: 003600 Notice of Award - Gerber (Upper West Tank Crack Repair Contract (WA201801))

DOCUMENT 005000**AGREEMENT**

THIS AGREEMENT, made this _____ day of August, 2019 by and between American Fork City, hereinafter called "OWNER" and Gerber Construction, Inc. doing business as a corporation hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete construction of Upper West Tank Rehab Project.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the Notice to Proceed and will complete the work required by the CONTRACT DOCUMENTS **and fully complete the project by November 30, 2019** after the issuance of the Notice to Proceed, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$_____.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (A) Advertisement for BIDS
 - (B) Instructions to BIDDERS
 - (C) Information Required of Bidder
 - (D) Bid
 - (E) Bid Bond
 - (F) Agreement
 - (G) General Conditions
 - (H) Supplementary Conditions
 - (I) Special Provisions
 - (J) Payment Bond
 - (K) Performance Bond
 - (L) Notice of Award
 - (M) Notice to Proceed

Attachment: 005000 Agreement - Gerber (Upper West Tank Crack Repair Contract (WA201801))

- (N) Change Order
- (O) Specifications prepared or issued by Horrocks Engineers, dated December 2018.
- (P) Drawings prepared by Horrocks Engineers numbered 1 through 5 and dated December 2018.
- (Q) Addendum:
- No. _____, DATED _____, 20__
- No. _____, DATED _____, 20__

6. The OWNER will pay to the CONTRACTOR in the manner at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns. IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in triplicate, each of which shall be deemed an original on the date first above written.

OWNER:

American Fork City

BY _____

(SEAL)

Name _____

ATTEST:

City Administrator

Name _____

(please type)

Title _____

CONTRACTOR:

BY _____

(SEAL)

Name _____

ATTEST:

(please type)

Address _____

Name _____

(please type)

Title _____

Attachment: 005000 Agreement - Gerber (Upper West Tank Crack Repair Contract (WA201801))

DOCUMENT 005100
NOTICE TO PROCEED

To: Gerber Construction, Inc.
815 East 675 South
Lehi, Utah 84043

Date: _____

You are hereby notified to commence work in accordance with the Agreement dated _____, 2019, on or before _____, and you are to complete **by November 30, 2019**.

American Fork City
Owner

ACCEPTANCE OF NOTICE

By _____

Receipt of the above NOTICE TO
PROCEED is hereby acknowledged

City Administrator

By _____

this the ____ day of _____, 2019

By _____

Title _____

Attachment: 005100 Notice to Proceed - Gerber (Upper West Tank Crack Repair Contract (WA201801))



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
AUGUST 13, 2019**

Department Recorder **Director Approval** Terilyn Lurker

AGENDA ITEM Review and action on a resolution declaring Fitness Center items to be surplus and disposed of.

SUMMARY RECOMMENDATION

Staff would recommend approval of the resolution.

BACKGROUND

This resolution would approve the declaration of Fitness Center equipment to be surplus and disposed of. The items to be surplus and disposed of are:

- 9500 Life Fitness Treadmills (3)
- Weight lifting cage (1)
- Smith Machine (1)
- Old Televisions (3)
- Spin Bikes (4)

BUDGET IMPACT

Unknown at this time.

SUGGESTED MOTION

I move to approve the resolution declaring Fitness Center equipment to be surplus and disposed of.

SUPPORTING DOCUMENTS

08-13-19 - Fitness Center surplus property (DOC)

RESOLUTION NO. _____**A RESOLUTION DECLARING PROPERTY TO BE SURPLUS**

WHEREAS, American Fork City provided published notice of a public hearing in the *Deseret News* on the 1 day of August, 2019; and

WHEREAS, a public hearing was held on the 13 day of August, 2019, regarding the proposed surplus of property, where public comment was entertained;

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

The following items are found to be surplus and to be disposed of:

Fitness Center

9500 Life Fitness Treadmills (3)

Weight lifting cage (1)

Smith Machine (1)

Old Televisions (3)

Spin Bikes (4)

This Resolution shall become effective upon its passage.

PASSED by the American Fork City Council this 13 day of August, 2019.

Bradley J. Frost, Mayor

ATTEST:

Terilyn Lurker, City Recorder



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
AUGUST 13, 2019**

Department Recorder **Director Approval** Terilyn Lurker

AGENDA ITEM Review and action on a Master Services Agreement with MuniConsults LLC.

SUMMARY RECOMMENDATION

Staff recommends approval of the Master Services Agreement.

BACKGROUND

The city has engaged professional services concerning the research and feasibility of providing municipal broadband infrastructure necessary to facilitate enhanced broadband connectivity to all residential and business communities in American Fork. Additional project coordination services, technical services, project legal services and public relation services are necessary to continue the feasibility through December 2019. The Master Services Agreement will provide the services as outlined and included in the Statement of Work Number One with qualified professional firms.

BUDGET IMPACT

Refer to the Master Services Agreement for budget details.

SUGGESTED MOTION

I move to approve the Master Services Agreement with Municonsults LLC.

SUPPORTING DOCUMENTS

AF Contract with Municonsults (DOCX)

MASTER SERVICES AGREEMENT

by and between

The City of American Fork

and

Municonsults L.L.C

Dated as of

July 1st, 2019

Attachment: AF Contract with Municonsults (Municonsults agreement)

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") dated as of July 1st, 2019 ("Effective Date") is entered into by and between City of American Fork, Utah, a Utah municipality ("City") and Municonsults.L.L.C. ("Consultant").

RECITALS

WHEREAS, City is in need of certain professional services related to its potential telecommunications infrastructure project throughout the City, all as more particularly detailed herein; and

WHEREAS, Consultant is willing to provide such professional services as more fully set forth herein; and

WHEREAS, the parties now want to memorialize the terms and conditions of the professional services; and

WHEREAS, this agreement is prepared for such purposes,

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth in this agreement, the sufficiencies of which is hereby acknowledged by both parties, the parties now agree as follows.

AGREEMENT

1. SERVICES

City is in need of and consult shall perform the professional services ("Service") set forth in each Statement of Work signed by both parties and attached to this agreement. A Statement of Work may also take the form of a purchase order or a service order, issued by the City and accepted by the Consultant. Consultant shall provide all labor, equipment and material necessary to perform the Services; provided however, all out of pocket expenses related to the Services shall be charged at cost unless otherwise specified in a Statement of Work.

Consultant shall coordinate its Services with and report to the City Manager on a routine basis with respect to the status of the Services. The Services shall be performed in a professional and a workman like manner. In the event Consultant is asked to procure the Services of other professionals the Services will be billed under this Agreement; however, all fiduciary relationships will belong directly between Consultant and the City.

2. COMPENSATION

- A. **Payment and Invoicing.** The compensation to be paid by the City to Consultant for the Services will set forth in applicable service order. Further, each Statement of Work shall specify any additional costs, including all incidental costs, the use of all necessary overhead, tools, transportation, products and equipment. The City will pay Consultant for Services within 15 calendar days of the date of receipt of invoice.
- B. **Change Order.** All payments to Consultant for satisfactory performance of the Services shall not exceed the amounts listed on the applicable Service Order. Any changes to the scope of Services, schedule, and/or change to the plans and specifications must be submitted for approval by the Party requesting the change to the other Party in the form of a written change order ("Change Order"). If the Party reviewing the request fails to accept or reject the Change Order within ten (10) days, the

request will be deemed rejected. Upon rejection of the Change Order, the Parties' requirements under this Agreement and any applicable Statement of Work shall remain unchanged.

3. **TERM**

Unless earlier terminated pursuant hereto, the term of this Agreement shall commence on the Effective Date and continue for a period of twelve (12) months thereafter.

4. **PERFORMANCE**

A. **Warranties.**

Consultant warrants that:

- i. all Services shall be performed by qualified individuals in a professional and workmanlike manner;
- ii. performance of all Services shall be consistent with the level of care and skill ordinarily exercised by other reputable Consultant under similar circumstances at the time the Services are performed;
- iii. all materials and supplies involved in the Services shall be new, of merchantable quality, fit for their intended purpose; and
- iv. all Services shall be free from any defects in workmanship or otherwise, and shall be in conformance with the specifications, descriptions and representations as to the Services which are set forth the applicable Statement of Work.

Consultant shall warrant all Services for a period of two (2) years from the completion of such Services unless the period is exceeded by state, local, or other municipal requirements. Consultant shall promptly notify City upon learning of any material defect, misstatement or omission in rendering any Services, whether during or after the expiration of the warranty period.

- B. **Correction and Replacement.** Consultant shall, at its expense, perform all Services and replace all materials and supplies that fail to conform to the foregoing warranties. If Consultant fails to perform the Services or supply materials and supplies in accordance with the terms hereof or fails to promptly correct any defective Services, then City has the right to engage another party to correct or complete the Services as set forth in and in accordance with Section 2(C) hereof. These remedies shall be in addition to any other remedies provided for by law or equity.

- C. **Logistics.** Consultant shall perform the Services at the location[s] specified (if applicable) in the Statement of Work on the date(s) requested. The City shall not be obligated to accept any untimely, excessive or incomplete performance.

- D. **Schedule.** Consultant shall, with respect to the Services, meet or achieve all completion requirements by the Completion Date, as defined and set forth in the applicable Statement of Work or herein, and any other milestone requirements. No extension of performance time for any Services will be granted without prior written consent by City in the form of a Change Order. If, during the course of Consultant's performance of Services, the progress of the Services, in City's judgment, raises a doubt as to the ability of Consultant to meet a completion date or a milestone date, Consultant shall, at no cost to City, confer and cooperate with City in establishing a mitigating schedule and plan for the Services that will assure progress and completion in accordance with the deadlines.

5. COMPLIANCE WITH LAWS, THIS AGREEMENT, AND COMPANY REQUIREMENTS

- A. Consultant shall, and shall require all of its employees, subcontractors and sub-subcontractors, consultants and agents to, comply with all:
- i. laws, rules, regulations, ordinances and orders of any kind of local, State, and Federal governments and agencies and instrumentalities; including, but not limited to, applicable wage and hour, economic and trade sanctions, bribery of foreign officials, safety and environmental laws, and all standards and regulations of appropriate regulatory commissions and similar agencies which are applicable to Consultant's performance of the Services;
 - ii. terms and conditions of this Agreement, including but not limited to the terms and conditions set forth in the attachments hereto, and any applicable Statement of Work, as this Agreement or such Statement of Work may be amended, modified or supplemented from time to time, by change order or otherwise, and shall incorporate all such terms and conditions into any subcontracts with subcontractors, consultants and agents;
 - iii. terms and conditions of other contracts and agreements relating to the Services; and
- B. Consultant is responsible for ensuring that all of Consultant's employees are timely paid in accordance with applicable state and federal law. Consultant further agrees to make payments to Federal and appropriate state authorities for withholding, FICA and unemployment taxes in connection with Consultant and its employees. Consultant shall comply with all applicable state and federal laws regarding equal employment opportunity, discrimination, harassment or retaliation based on legally protected characteristics or activities.

6. CONFIDENTIAL INFORMATION

Consultant shall comply with the provisions of the Government Records Access and Management Act.

7. TERMINATION

- A. **Termination for Convenience.** This Agreement may be terminated by either party, with or without cause, effective upon the date specified by the terminating party in a written notice personally served or deposited in the United States mail, postage prepaid by the terminating party (the "Termination Date") addressed to non-terminating party at its address set forth herein.
- B. **Effect of Termination.** In the event of termination, City shall pay Consultant only for Services that are fully completed and invoiced in accordance with this Agreement on or before the Termination Date, plus the reasonable cost to Consultant of complying with City's directions relative to the preservation of the Services in progress, minus the sum of all amounts paid by City to replace defective or non-conforming Services. Termination of any Order shall not affect the obligations of either Party pursuant to any other Order or hereunder. Termination of this Agreement shall not affect any Order outstanding prior to the date of termination, unless otherwise stated by the terminating Party. The foregoing rights are in addition to, and not in limitation of, any other remedy that City may have at law or equity. Within ninety (90) days after termination of this Agreement, Consultant must submit any claims and costs against City with respect to the Agreement. Failure by Consultant to

submit such claims and costs within such time will constitute a waiver of all claims and costs and a release of liability arising from such matters.

8. **INDEPENDENT CONTRACTOR**

Consultant shall act as an independent contractor pursuant to this Agreement and nothing herein shall create an agency relationship between City and Consultant. Furthermore, Consultant understands that it has no authority to make or imply any commitments that are binding upon City and Consultant does not and will not have actual, potential, or any other control over City, or City's employees or agents, except as may be expressly agreed to herein or in an Order.

9. **LIMITATION ON LIABILITY**

Except as may be expressly provided herein, in no event shall either Party, its employees, subcontractors, and/or agents, be liable to the other Party, or any third party, for any indirect, incidental, special, consequential, punitive damages, or lost profits for any claim or demand of any nature or kind, arising out of or in connection with this Agreement or the performance or breach thereof. Further, Consultant liability hereunder shall be expressly limited to the total amounts paid to Consultant by City, during the three months immediately proceeding termination or expiration of this Agreement.

10. **WAIVER OF JURY TRIAL**

As a material inducement to City to enter into this Agreement, Consultant and City hereby each waive their right to a trial by jury on any and all issues relating to or arising out of their obligations under this Agreement and the relationship between City and Consultant (inclusive of any claim for personal injury). Each party acknowledges that it has read and understood the foregoing provision and that it is voluntarily, intentionally and knowingly waiving its right to a jury trial.

11. **AMENDMENT**

This Agreement may only be amended or modified by written instrument executed by both City and Consultant.

12. **GOVERNING LAW**

The construction, interpretation, and performance of this Agreement and all transactions under it shall be governed by the laws of the State of Utah, irrespective of its conflict of law principles. Consultant and City shall not be obligated to resolve by arbitration any claim or dispute related to the Agreement. It is mandatory that any controversy or claim arising out of or relating to the Agreement or the breach thereof a) shall be subject to the jurisdiction of the State of Utah and b) shall be venued in the appropriate court in the State of Utah.

13. **SEVERABILITY**

If any term or provision of this Agreement shall be held invalid or unenforceable, then such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement. All other provisions will remain enforceable, and the invalid or unenforceable provision will be deemed modified or reformed, to the minimum extent necessary to cure such invalidity or unenforceability. The Parties agree that any court

interpreting any provision of this Agreement shall, if necessary, reform any such provision to make it enforceable under applicable law.

14. COUNTERPARTS

This agreement may be executed in one or more counterparts, all of which shall be considered one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

Attachment: AF Contract with Municonsults (Municonsults agreement)

IN WITNESS HEREOF, the parties hereby affix their signatures as of the Effective Date

City of American Fork

Signature: _____

Name: _____

Position: _____

Date: _____

ATTEST: _____
City Recorder

MUNICONSULTS L.L.C.

Signature: _____

Name: _____

Position: _____

Date: _____

Attachment: AF Contract with Municonsults (Municonsults agreement)

STATEMENT OF WORK NUMBER ONE

This Statement of Work number one ("SOW1") is entered into by and between City of American Fork, Utah ("City") and Municonsults L.L.C. ("Consultant") as of July 1st, 2019 ("SOW1 Effective Date") is appended and made a part of that certain Master Service Agreement ("Agreement") between the parties dated as of July 1st, 2019.

A- Project Coordination Services

- Consultant shall provide City with project coordination services with respect to all aspects of it proposed telecommunications infrastructure project. Such coordination shall include interaction and coordination with City elected officials, City management and staff, as needed, to insure education and knowledge of the status of the project. Such coordination shall further include interfacing and liaising with additional project professionals, whether retained by consultant under a Statement of Work or retained by City on a third-party basis. It is the preference of the consultant that such third-party professionals be retained by Consultant in order to retain better project control.
- Compensation for these services shall be paid at a rate of \$5,000 per month paid at the end of each month and then \$3,500 per month to be paid at either the time of bond closing or Dec 31, 2019, whichever comes first.

B- Technical Services

- Consultant will provide technical services to City as detailed in FTTH documentation for this Service Order.
- Compensation for these Consultation Services shall be paid at a rate of \$5,000 per month at the end of each month and then \$3,500 per month to be paid at either the time of bond closing or Dec 31, 2019, whichever comes first.

C- Project Legal Services

- Consultant will continue to coordinate project legal service in connection with the project. Such legal service shall be negotiated on a project by project basis but are not anticipated to exceed \$15,000 during the term hereof. Such legal services do not include issuers counsel work necessary toward any bonding or nay project work post-bonding. Further litigation legal expenses are also excluded.

D- Public relations

- Consultant shall coordinate with and retain necessary public relations service in consultation with City.
- Public Relations expenses shall be billed at cost but are not expected to exceed \$26,775.

E- Term

- The term of this SOW1 shall begin on the SOW1 Effective Date and shall continue until December 31, 2019 unless written notice of termination is provided by either party no later than November 30, 2019. If no written notice of termination is provided, then this SOW1 will continue on a month to month basis relative to the services in paragraphs A and B above until terminated by either party upon 30 days written notice.

F- Anticipated Total Compensation Under this SOW1: \$143,775.00 until December 31, 2019, not including actual out-of-pocket expenses.



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
AUGUST 13, 2019**

Department Recorder **Director Approval** Terilyn Lurker

AGENDA ITEM Consideration for adoption of a resolution of the City Council of American Fork City, Utah, authorizing the issuance and sale of not more than \$35,000,000 aggregate principal amount of telecommunications, franchise and sales tax revenue bonds, Series 2019; and related matters.

SUPPORTING DOCUMENTS

RCA (PDF)

Bond Resolution (Super) - American Fork Telecommunications Rev Bonds 2019 (PDF)

Preliminary Official Statement - American Fork Telecommunications Revenue... (DOCX)

Bond Purchase Contract - American Fork Telecomm Franchise Sales Tax Rev ... (DOCX)

First Supplemental Indenture American Fork Telecom Rev Bonds 2019 (DOCX)

General Indenture - American Fork Telecommunications Revenue Bonds 2019.... (DOCX)

American Fork City Council

SUMMARY ISSUE PAPER REGARDING THE FINANCING FOR THE CITY'S FIBER DEPLOYMENT PROJECT

REQUEST:

Consider Adoption of Super Parameters Resolution which, among other things, sets forth the maximum amount of the bonds, the maximum maturity date, the maximum interest rate and appoints designated officers to finalize the transaction within the parameters set forth.

REQUESTED TIMELINE:

Council Meeting on August 13, 2019

RECOMMENDATION/PROPOSAL:

Council action is required to adopt a Parameters Resolution (super) in order to proceed with financing for the following project;

- Open Access Fiber deployment to all residents and businesses throughout the City
- Estimated construction cost range \$25,500,000 – \$27,500,000
 - o Capitalized Interest and Financing Costs will be added to the bond issuance

BACKGROUND INFORMATION:

The City desires to deploy an open access fiber optic network to every home and business throughout the City in order to increase City services, provide higher band-width to its citizens and further promote economic development.

The City will construct, own, operate and maintain the fiber system.

After exploring a variety of options, the City has determined it is best to employ this network as a modern utility similar to other city utilities such as its electric utility. The City has held a number of outreach events to educate its constituents and receive input regarding this project.

The City will charge a basic service utility fee which will enable all citizens access to the fiber system. Higher speed fiber services will be available to all citizens and businesses for additional cost which will depend on the level/speed of service requested.

Due to the fact that insufficient operational history of the fiber utility will exist at the time of needed financing (five year history is needed for optimal financing), the City has been advised to pledge its energy franchise fees and sales tax revenues as a backstop to the fiber utility revenues. Doing so will enable the City to obtain a high rating on the bond issue and significantly lower the interest expense which results in lower cost of funding and lower fiber utility fees necessary to repay the bonds. As noted above, it is fully expected that fiber system revenues will be sufficient to repay the associated debt and that neither franchise fees, or sales tax revenues, will be needed to repay the debt. However, the franchise fee and sales tax revenues will be legally available to repay the debt if necessary.

With the adoption of the Super Parameters Resolution, it is not incumbent on the City to proceed with the bond transaction. City Leaders have the discretion to cease bond efforts prior to bond execution.

FISCAL IMPACT:

The total fiscal impact to the City's budget is expected to be minimal due to the fact that the basic utility fees, in addition to fees received for higher speed services, are anticipated to provide more than sufficient funds for the City to pay the debt service and provide sufficient revenues to operate and maintain the system.

Any excess revenues will stay within the fiber utility enterprise fund and be used to operate the system as well as to repair and replace the system as necessary. In addition, any excess revenues may be transferred from the utility/enterprise fund to the general fund according to State Law, for use in general fund expenses such as road repair, fitness center or library expenses etc.

SUMMARY OF PARAMETERS IN THE ATTACHED RESOLUTION:

Maximum Par Amount of Bonds: \$35,000,000

Maximum Length to Final Maturity: 32 Years from the date of issuance

Maximum Coupon: 5.50%

Designated Officers: Any two of the following, must include at least one elected official; (super parameters resolution)

Mayor
Mayor Pro Tem
City Administrator
Finance Director

Set Date for Public Hearing related to this matter: September 10, 2019

ANTICIPATED TIMING:

Complete financing October / November 2019

Commence construction first quarter of 2020

ATTACHMENTS:

Parameters Resolution (super)

[Preliminary Draft of Official Statement]

[Draft Financing Timeline]

American Fork City, Utah

August 13, 2019

The City Council (the “Council”) of American Fork City, Utah (the “Issuer”) met in regular session on Tuesday, August 13, 2019, at its regular meeting place in American Fork City, Utah, at 7:00 p.m. with the following members of the Council present:

Brad Frost	Mayor
Kevin Barnes	Councilmember
Staci Carroll	Councilmember
Barbara Christiansen	Councilmember
Robert Shelton	Councilmember
Clark Taylor	Councilmember

Also present:

David Bunker	City Administrator
Terilyn Lurker	City Recorder

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the City Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this August 13, 2019 meeting, a copy of which is attached hereto as Exhibit A.

The following resolution was then introduced in writing, was fully discussed, and pursuant to motion duly made by Councilmember _____ and seconded by Councilmember _____, adopted by the following vote:

AYE:

NAY:

The resolution was then signed by the Mayor in open meeting and recorded by the City Recorder in the official records of American Fork City, Utah. The resolution is as follows:

RESOLUTION NO. 2019-_____

A RESOLUTION OF THE CITY COUNCIL OF AMERICAN FORK CITY, UTAH (THE “ISSUER”), AUTHORIZING THE ISSUANCE AND SALE OF NOT MORE THAN \$35,000,000 AGGREGATE PRINCIPAL AMOUNT OF TELECOMMUNICATIONS, FRANCHISE AND SALES TAX REVENUE BONDS, SERIES 2019; FIXING THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THE BONDS, THE MAXIMUM NUMBER OF YEARS OVER WHICH THE BONDS MAY MATURE, THE MAXIMUM INTEREST RATE WHICH THE BONDS MAY BEAR, AND THE MAXIMUM DISCOUNT FROM PAR AT WHICH THE BONDS MAY BE SOLD; DELEGATING TO CERTAIN OFFICERS OF THE ISSUER THE AUTHORITY TO APPROVE THE FINAL TERMS AND PROVISIONS OF THE BONDS WITHIN THE PARAMETERS SET FORTH HEREIN; PROVIDING FOR THE PUBLICATION OF A NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD AND SETTING OF A PUBLIC HEARING DATE; AUTHORIZING AND APPROVING THE EXECUTION OF A GENERAL INDENTURE AND SUPPLEMENTAL INDENTURE, AN OFFICIAL STATEMENT, A BOND PURCHASE AGREEMENT, AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, the City Council (the “Council”) of the Issuer desires to (a) finance all or a portion of the expansion and upgrade of its existing broadband infrastructure, including any contingencies (the “Series 2019 Project”), (b) fund any necessary debt service reserve fund, (c) pay capitalized interest, and (d) pay costs of issuance with respect to the Series 2019 Bonds herein described; and

WHEREAS, to accomplish the purposes set forth in the preceding recital, and subject to the limitations set forth herein, the Issuer desires to issue its Telecommunications, Franchise and Sales Tax Revenue Bonds, Series 2019 (the “Series 2019 Bonds”) (to be issued from time to time as one or more series and with such other series or title designation(s) as may be determined by the Issuer), pursuant to (a) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the “Act”), (b) this Resolution, and (c) a General Indenture of Trust (the “General Indenture”), and a Supplemental Indenture (the “Supplemental Indenture” and together with the General Indenture, the “Indenture”), with such Indenture in substantially the form presented to the meeting at which this Resolution was adopted and which is attached hereto as Exhibit B; and

WHEREAS, the Act provides that prior to issuing bonds, an issuing entity must (a) give notice of its intent to issue such bonds and (b) hold a public hearing to receive input from the public with respect to (i) the issuance of the bonds and (ii) the potential economic

impact that the improvement, facility or property for which the bonds pay all or part of the cost will have on the private sector; and

WHEREAS, the Issuer desires to call a public hearing for this purpose and to publish a notice of such hearing with respect to the Series 2019 Bonds, including a notice of bonds to be issued, in compliance with the Act; and

WHEREAS, there has been presented to the Council at this meeting a form of a bond purchase agreement (the “Bond Purchase Agreement”), in substantially the form attached hereto as Exhibit C to be entered into between the Issuer and the underwriter or the purchaser (the “Underwriter/Purchaser”) selected by the Issuer for all or any portion of the Series 2019 Bonds; and

WHEREAS, in the event that the Designated Officers (defined below) determine that it is in the best interests of the Issuer to publicly offer all or a portion of the Series 2019 Bonds, the Issuer desires to authorize the use and distribution of one or more of a Preliminary Official Statement (the “Preliminary Official Statement”) in substantially the form attached hereto as Exhibit D, and to approve one or more of a final Official Statement (the “Official Statement”) in substantially the same form as the Preliminary Official Statement, and other documents relating thereto; and

WHEREAS, in order to allow the Underwriter/Purchaser (with the consultation and approval of Lewis Young Robertson and Burningham, LLC, acting as the Issuer’s municipal advisor (the “Municipal Advisor”)) flexibility in setting the pricing date of the Series 2019 Bonds to optimize debt service costs to the Issuer, the Council desires to grant to any two of the Mayor or Mayor pro tem and City Administrator or Finance Director of the Issuer (the “Designated Officers”) the authority to approve the final interest rates, principal amounts, terms, maturities, redemption features, and purchase price at which the Series 2019 Bonds shall be sold, and any changes with respect thereto from those terms which were before the Council at the time of adoption of this Resolution, provided such terms do not exceed the parameters set forth for such terms in this Resolution (the “Parameters”);

NOW, THEREFORE, it is hereby resolved by the City Council of American Fork City, Utah, as follows:

Section 1. For the purpose of (a) financing the Series 2019 Project; (b) funding a deposit to a det service reserve fund, if necessary; (c) paying capitalized interest; and (d) paying costs of issuance of the Series 2019 Bonds, the Issuer hereby authorizes the issuance of the Series 2019 Bonds which shall be designated “American Fork City, Utah Telecommunications, Franchise and Sales Revenue Bonds, Series 2019” (to be issued from time to time as one or more series and with such other series or title designation as may be determined by the Issuer) in the initial aggregate principal amount of not to exceed Thirty-five Million Dollars (\$35,000,000). The Series 2019 Bonds shall mature in not more than thirty-two (32) years from their date or dates, shall be sold at a price not less than ninety-seven (97%) of the total principal amount thereof, shall bear interest at a rate or rates not to exceed five and one-half percent (5.50%) per annum, as shall be approved by any two of the Designated Officers, all within the Parameters set forth herein. The

issuance of the Series 2019 Bonds shall be subject to the final approval of Bond Counsel and to the approval of the City Attorney for the Issuer.

Section 2. The final interest rate or rates for the Series 2019 Bonds shall be set by the Designated Officers, in consultation with the Municipal Advisor, at the rate or rates which, taking into account the purchase price offered by the Underwriter/Purchaser of the Series 2019 Bonds, will in the opinion of the Designated Officers and the Municipal Advisor result in the most useful savings to the Issuer.

Section 3. The Council hereby authorizes the utilization of the Preliminary Official Statement in substantially the form attached hereto as Exhibit D in the marketing of the Series 2019 Bonds and hereby approves the Official Statement in substantially the same form as the Preliminary Official Statement.

Section 4. The Indenture, the Bond Purchase Agreement, the Preliminary Official Statement and the Official Statement in substantially the forms presented to this meeting and attached hereto as Exhibits B, C and D respectively, are hereby authorized, approved, and confirmed. The Mayor and City Recorder are hereby authorized to execute and deliver the Indenture and any two of the Designated Officers are hereby authorized to execute and deliver the Bond Purchase Agreement. Each such document in substantially the forms and with substantially the content as the forms presented at this meeting for and on behalf of the Issuer, with final terms as may be established by the Designated Officers, in consultation with the Municipal Advisor, within the Parameters set forth herein, and with such alterations, changes or additions as may be necessary or as may be authorized by Section 5 hereof. The Designated Officers are each hereby authorized to select the Underwriter/Purchaser and to specify and agree as to the final principal amounts, terms, discounts, maturities, interest rates, redemption features, and purchase price with respect to the Series 2019 Bonds for and on behalf of the Issuer, provided that such terms are within the Parameters set by this Resolution.

Section 5. The appropriate officials of the Issuer are authorized to make any alterations, changes or additions to the Indenture, the Series 2019 Bonds, the Bond Purchase Agreement, the Preliminary Official Statement, the Official Statement or any other document herein authorized and approved which may be necessary to conform the same to the final terms of the Series 2019 Bonds (within the Parameters set by this Resolution), to conform to any applicable bond insurance or reserve instrument or to remove the same, to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Council or the provisions of the laws of the State of Utah or the United States.

Section 6. The form, terms, and provisions of the Series 2019 Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption, and number shall be as set forth in the Indenture. The Mayor or Mayor pro tem (the "Mayor") and the City Recorder or Deputy City Recorder (the "City Recorder") are hereby authorized and directed to execute and seal the Series 2019 Bonds and to deliver said Series 2019 Bonds to the Trustee for authentication. The signatures of the Mayor and the City Recorder may be by facsimile or manual execution.

Section 7. The appropriate officials of the Issuer are hereby authorized and directed to execute and deliver to the Trustee the written order of the Issuer for authentication and delivery of the Series 2019 Bonds in accordance with the provisions of the Indenture.

Section 8. Upon their issuance, the Series 2019 Bonds will constitute special limited obligations of the Issuer payable solely from and to the extent of the sources set forth in the Series 2019 Bonds and the Indenture. No provision of this Resolution, the Indenture, the Series 2019 Bonds, or any other instrument, shall be construed as creating a general obligation of the Issuer, or of creating a general obligation of the State of Utah or any political subdivision thereof, or as incurring or creating a charge upon the general credit of the Issuer or its taxing powers.

Section 9. The appropriate officials of the Issuer, and each of them, are hereby authorized and directed to execute and deliver for and on behalf of the Issuer any or all additional certificates, documents and other papers (including, without limitation, tax compliance procedures and/or any reserve instrument guaranty agreements permitted by the Indenture) and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Resolution and the documents authorized and approved herein.

Section 10. After the Series 2019 Bonds are delivered by the Trustee to the Purchaser, and upon receipt of payment therefor, this Resolution shall be and remain irrevocable until the principal of, premium, if any, and interest on the Series 2019 Bonds are deemed to have been duly discharged in accordance with the terms and provisions of the Indenture.

Section 11. The Issuer shall hold a public hearing on September 10, 2019 to receive input from the public with respect to (a) the issuance of the Series 2019 Bonds issued under the Act, and (b) the potential economic impact that the improvements to be financed with the proceeds of the Series 2019 Bonds issued under the Act will have on the private sector, which hearing date shall not be less than fourteen (14) days after notice of the public hearing is first published and such publication shall be made (i) once a week for two consecutive weeks in *The Daily Herald*, a newspaper of general circulation in the Issuer, (ii) on the Utah Public Notice Website created under Section 63F-1-701, Utah Code Annotated 1953, as amended, and (iii) on the Utah Legal Notices website (www.utahlegals.com) created under Section 45-1-101, Utah Code Annotated 1953, as amended. The City Recorder shall cause a copy of this Resolution (together with all exhibits hereto) to be kept on file in the City Recorder's office in American Fork City, Utah, for public examination during the regular business hours of the City Recorder until at least thirty (30) days from and after the date of publication thereof. The Issuer directs its officers and staff to publish a "Notice of Public Hearing and Bonds to be Issued" in substantially the following form:

NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the “Act”), that on August 13, 2019, the City Council (the “Council”) of American Fork City, Utah (the “Issuer”), adopted a resolution (the “Resolution”) in which it authorized the issuance of the Issuer’s Telecommunication, Franchise and Sales Tax Revenue Bonds, Series 2019 (the “Series 2019 Bonds”) (to be issued in one or more series and with such other series or title designation(s) as may be determined by the Issuer), and called a public hearing to receive input from the public with respect to (a) the issuance of that portion of the Series 2019 Bonds issued under the Act and (b) any potential economic impact that the Project described herein to be financed with the proceeds of the Series 2019 Bonds issued under the Act may have on the private sector.

TIME, PLACE AND LOCATION OF PUBLIC HEARING

The Issuer shall hold a public hearing on September 10, 2019, at the hour of 7:00 p.m. at 31 North Church Street, American Fork City, Utah. The purpose of the hearing is to receive input from the public with respect to (a) the issuance of that portion of the Series 2019 Bonds issued under the Act and (b) any potential economic impact that the Project to be financed with the proceeds of that portion of the Series 2019 Bonds issued under the Act may have on the private sector. All members of the public are invited to attend and participate.

PURPOSE FOR ISSUING THE SERIES 2019 BONDS

The Series 2019 Bonds will be issued for the purpose of (a) financing all or a portion of the expansion and upgrade of the Issuer’s existing broadband infrastructure, including any contingencies (the “Project”); (b) funding any debt service reserve funds, as necessary; (c) paying capitalized interest; and (d) paying costs of issuance of the Series 2019 Bonds.

PARAMETERS OF THE SERIES 2019 BONDS

The Issuer intends to issue the Series 2019 Bonds in the aggregate principal amount of not more than Thirty-five Million Dollars (\$35,000,00), to mature in not more than thirty-two (32) years from their date or dates, to be sold at a price not less than ninety-seven percent (97%) of the total principal amount thereof, and bearing interest at a rate or rates not to exceed five and one-half percent (5.50%) per annum. The Series 2019 Bonds are to be issued and sold by the Issuer pursuant to the Resolution, including as part of said Resolution, a General and a Supplemental Indenture (together, the “Indenture”) which were before the Council in substantially final form at the time of the adoption of the Resolution and said Indenture is to be executed by the Issuer in such form and with such changes thereto as shall be approved by the Issuer; provided that the principal amount, interest rate or rates, maturity, and discount of the Series 2019 Bonds will not exceed the maximums set forth above. The Issuer reserves the right to not issue the Series 2019 Bonds for any reason and at any time up to the issuance of the Series 2019 Bonds.

REVENUES PROPOSED TO BE PLEDGED

The Issuer proposes to pledge all or any portion of the revenues produced by franchise taxes, sales taxes and broadband utility fees collected by the Issuer and legally permitted to be used for the Project (the “Revenues”).

OUTSTANDING BONDS SECURED BY PLEDGED REVENUES

The Issuer currently has \$3,645,000 of bonds outstanding secured by one of the sources of the Revenues.

OTHER OUTSTANDING BONDS OF THE ISSUER

Additional information regarding the Issuer's outstanding bonds may be found in the Issuer's financial report (the "Financial Report") at: <https://reporting.auditor.utah.gov/SearchReport>. For additional information, including any information more recent than as of the date of the Financial Report, please contact Kyle Maurer, Finance Director at (801) 763-3000.

TOTAL ESTIMATED COST OF BONDS

Based on the Issuer's current plan of finance and a current estimate of interest rates, the total principal and interest cost of the Series 2019 Bonds to be issued under the Act to finance the Project, if held until maturity, is \$67,652,000.

A copy of the Resolution and the Indenture are on file in the office of the American Fork City Recorder, 51 E. Main Street, American Fork City, Utah, where they may be examined during regular business hours of the City Recorder from 7:00 a.m. to 6:00 p.m., Monday through Thursday and 8:00 a.m. to 4:00 p.m. on Fridays, for a period of at least thirty (30) days from and after the date of publication of this notice.

NOTICE IS FURTHER GIVEN that a period of thirty (30) days from and after the date of the publication of this notice is provided by law during which any person in interest shall have the right to contest the legality of the Resolution, the Indenture or the Series 2019 Bonds, or any provision made for the security and payment of the Series 2019 Bonds, and that after such time, no one shall have any cause of action to contest the regularity, formality, or legality thereof for any cause whatsoever.

DATED this August 13, 2019.

/s/ Terilyn Lurker, CMC
City Recorder

Section 12. The Issuer hereby reserves the right to opt not to issue the Series 2019 Bonds for any reason.

Section 13. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.

Section 14. The Issuer hereby declares its intention and reasonable expectation to use proceeds of tax-exempt bonds to reimburse itself for initial expenditures for costs of the Series 2019 Project. The Series 2019 Bonds are to be issued, and the reimbursements made, by the later of 18-months after the payment of the costs or after the Project is placed in service, but in any event, no later than three years after the date the original expenditure was paid. The maximum principal amount of the Series 2019 Bonds which will be issued to finance the reimbursed costs of the Project is not expected to exceed \$35,000,000.

APPROVED AND ADOPTED this August 13, 2019.

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Recorder

(Other business not pertinent to the foregoing appears in the minutes of the meeting.)

Upon the conclusion of all business on the Agenda, the meeting was adjourned.

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH
OPEN MEETING LAW

I, Terilyn Lurker, the undersigned City Recorder of American Fork City, Utah (the "City"), do hereby certify, according to the records of the City in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the August 13, 2019, public meeting held by the City Council of the City (the "City Council") as follows:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the principal offices of the City on August ____, 2019, at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be delivered to *The Daily Herald* on August ____, 2019, at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be posted on the Utah Public Notice Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2019 Annual Meeting Schedule for the City Council (attached hereto as Schedule 2) was given specifying the date, time, and place of the regular meetings of the City Council to be held during the year, by causing said Notice to be (a) posted on _____ at the principal office of the City Council, (b) provided to at least one newspaper of general circulation within the City on _____ and (c) published on the Utah Public Notice Website (<http://pmn.utah.gov>) during the current calendar year.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this August 13, 2019.

(SEAL)

By: _____
City Recorder

SCHEDULE 1 -- NOTICE OF MEETING
SCHEDULE 2 -- ANNUAL MEETING SCHEDULE

EXHIBIT B

FORMS OF GENERAL AND SUPPLEMENTAL INDENTURE

[See Transcript Documents No. ____ and ____]

EXHIBIT C
FORM OF BOND PURCHASE AGREEMENT

[See Transcript Document No. ____]

EXHIBIT D

FORM OF PRELIMINARY OFFICIAL STATEMENT

[See Transcript Document No. _____]

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2019

NEW ISSUE—Issued in Book-Entry Only Form

Rating: [_____] “____”
(See “RATING” herein.)

In the opinion of Gilmore & Bell, P.C., Bond Counsel to the City, under existing law and assuming continued compliance with certain requirements of the Internal Revenue Code of 1986, as amended, the interest on the Series 2019 Bonds (including any original issue discount properly allocable to an owner thereof) is excludable from gross income for federal income tax purposes, and is not an item of tax preference for purposes of the federal alternative minimum tax. Bond Counsel is also of the opinion that the interest on the Series 2019 Bonds is exempt from State of Utah individual income taxes. See “TAX MATTERS” in this Official Statement.

\$ _____ *

**AMERICAN FORK CITY, UTAH
TELECOMMUNICATIONS, FRANCHISE AND SALES TAX REVENUE BONDS,
SERIES 2019**

Dated: Date of Delivery

Due: [_____] , as shown below

The \$ _____ * Telecommunications, Franchise and Sales Tax Revenue Bonds, Series 2019 (the “Series 2019 Bonds”) are issuable by American Fork City, Utah (the “City”) as fully registered bonds and, when initially issued, will be in book-entry form only, registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, NY (“DTC”). DTC will act as securities depository for the Series 2019 Bonds. Purchases of Series 2019 Bonds will be made in book-entry form only, in the principal amount of \$5,000 or any integral multiple thereof, through brokers and dealers who are, or who act through, DTC participants. Owners of the Series 2019 Bonds will not be entitled to receive physical delivery of bond certificates so long as DTC or a successor securities depository acts as the securities depository with respect to the Series 2019 Bonds. Interest on the Series 2019 Bonds is payable on _____ and _____ of each year, commencing _____, 20____, through _____, as Paying Agent, all as more fully described herein. So long as DTC or its nominee is the registered owner of the Series 2019 Bonds, payments of the principal of, premium, if any, and interest on such Series 2019 Bonds will be made directly to DTC or its nominee. Disbursement of such payments to DTC participants is the responsibility of DTC and disbursement of such payments to the beneficial owners is the responsibility of DTC participants. See “THE SERIES 2019 BONDS—Book-Entry Only System” herein.

The Series 2019 Bonds are being issued by the City for the purpose of (i) financing [the expansion and upgrade of its existing broadband system and related improvements, including any contingencies] (collectively, the “Series 2019 Project”); [(ii)funding a deposit to a debt service reserve fund;] (iii) providing for capitalized interest with respect to the Series 2019 Bonds; and (iv) paying costs of issuance of the Series 2019 Bonds.

The Series 2019 Bonds are subject to optional [and mandatory sinking fund] redemption prior to maturity as described herein. See “THE SERIES 2019 BONDS—Redemption” herein.

The Series 2019 Bonds are special limited obligations of the City, payable solely from the Revenues, moneys, securities, and funds pledged therefor in the Indenture. The Revenues consist primarily of the Pledged Network Revenues, Pledged Sales and Use Taxes and Pledged Franchise Taxes, as discussed herein. No assurance can be given that the Revenues will remain sufficient for the payment of the principal of and interest on the Series 2019 Bonds and the City is limited by Utah law in its ability to increase the rate of the Pledged Sales and Use Taxes and the Pledged Franchise Taxes. [The Series 2019 Bonds are secured in part on a parity with the City’s outstanding sales tax revenue bonds which are outstanding in the aggregate principal amount of \$3,645,000.] See “RISK FACTORS” herein. The Series 2019 Bonds do not constitute a general obligation indebtedness or a pledge of the ad valorem taxing power or the full faith and credit of the City and are not obligations of the State of Utah or any other agency or other political subdivision or entity of the State of Utah. The City will not mortgage or grant any security interest in the improvements financed with the proceeds of the Series 2019 Bonds or any portion thereof to secure payment of the Series 2019 Bonds. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS” herein.

The Series 2019 Bonds are offered when, as, and if issued and received by the Underwriter, subject to the approval of their legality by Gilmore & Bell, P.C., Bond Counsel to the City. Certain matters relating to disclosure will be passed upon for the City by Gilmore & Bell, P.C., Disclosure Counsel to the City. Certain legal matters will be passed upon for the City by the City Attorney, _____. Lewis Young Robertson & Burningham, Inc. has acted as municipal advisor to the City in connection with the issuance of the Series 2019 Bonds. It is expected that the Series 2019 Bonds, in book-entry only form, will be available for delivery on or about _____, 2019.

This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision. This Official Statement is dated _____, 2019, and the information contained herein speaks only as of that date.

George K. Baum & Company

* Preliminary; subject to change.

\$ _____ *

AMERICAN FORK CITY, UTAH
TELECOMMUNICATIONS, FRANCHISE, AND SALES TAX REVENUE BONDS, SERIES 2019

MATURITIES, AMOUNTS, INTEREST RATES, YIELDS, AND CUSIPS

Due (_____)	Principal <u>Amount</u> *	Interest <u>Rate</u>	<u>Yield</u>	<u>CUSIP</u> **
----------------	------------------------------	-------------------------	--------------	-----------------

[\$ _____ % Term Bond Due _____, 20____; Price _____%; CUSIP No. _____**]

* Preliminary; subject to change.

** The above-referenced CUSIP number(s) have been assigned by an independent company not affiliated with the parties to this bond transaction and are included solely for the convenience of the holders of the Series 2019 Bonds. None of the City, the Trustee or the Municipal Advisor is responsible for the selection or uses of such CUSIP numbers, and no representation is made as to its correctness on the particular Series 2019 Bonds or as indicated above. The CUSIP number for a specific maturity is subject to being changed after the issuance of the Series 2019 Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part of such maturity or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities.

The information contained in this Official Statement has been furnished by the City, DTC, and other sources that are believed to be reliable. No dealer, broker, salesperson or any other person has been authorized by the City or the Underwriter to give any information or to make any representations other than those contained in this Official Statement in connection with the offering contained herein, and, if given or made, such information or representations must not be relied upon as having been authorized by the City or the Underwriter.

This Official Statement does not constitute an offer to sell or solicitation of an offer to buy, nor shall there be any sale of the Series 2019 Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information and expressions of opinion herein are subject to change without notice, and neither delivery of this Official Statement nor any sale made thereafter shall under any circumstances create any implication that there has been no change in the affairs of the City or in any other information contained herein, since the date of this Official Statement.

The Underwriter has provided the following sentence for inclusion in this Official Statement:

The Underwriter has reviewed the information in this Official Statement in accordance with, and as a part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

This Official Statement contains "forward-looking statements" within the meaning of the federal securities laws. These forward-looking statements include, among others, statements concerning expectations, beliefs, opinions, future plans and strategies, anticipated events or trends and similar expressions concerning matters that are not historical facts. The forward-looking statements in this Official Statement are subject to risks and uncertainties that could cause actual results to differ materially from those expressed in or implied by such statements. Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date hereof.

The yields or prices at which the Series 2019 Bonds are offered to the public may vary from the initial reoffering yields or prices shown on the inside front cover page of this Official Statement. In connection with this offering, the Underwriter of the Series 2019 Bonds may engage in transactions that stabilize, maintain or otherwise affect market yields or prices of the Series 2019 Bonds. Such transactions, if commenced, may be discontinued at any time.

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION, NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

The City maintains a website. However, the information presented there is not part of this Official Statement and should not be relied upon in making an investment decision with respect to the Series 2019 Bonds.

\$ _____ *

AMERICAN FORK CITY, UTAH
TELECOMMUNICATIONS, FRANCHISE AND SALES TAX REVENUE BONDS,
SERIES 2019

51 East Main Street
American Fork, Utah 84003
(801) 763-3000

MAYOR AND CITY COUNCIL

Brad Frost	Mayor
Kevin Barnes	Councilmember
Staci Carroll.....	Councilmember
Barbara Christiansen.....	Councilmember
Robert E. Shelton.....	Councilmember
Clark Taylor.....	Councilmember

CITY ADMINISTRATION

David Bunker.....	City Administrator
Kyle Maurer.....	Finance Director
Terilyn Lurker	City Recorder
Laurel Allman.....	City Treasurer
Timothy Merrill	Legal Counsel

TRUSTEE, PAYING AGENT & REGISTRAR

[to be determined]

MUNICIPAL ADVISOR

Lewis Young Robertson & Burningham, Inc.
41 North Rio Grande, Suite 101
Salt Lake City, Utah 84101
(801) 596-0700

BOND & DISCLOSURE COUNSEL

Gilmore & Bell, P.C.
15 West South Temple, Suite 1450
Salt Lake City, Utah 84101
(801) 364-5080

UNDERWRITER

George K. Baum & Company
15 West South Temple, Suite 1040
Salt Lake City, Utah 84101
(801) 538-0351

* Preliminary; subject to change.

Table of Contents

	Page
INTRODUCTION	1
The City	1
Authority and Purpose	1
Security and Source of Payment	1
Outstanding Sales Tax Parity Bonds	2
Additional Bonds	2
State Pledge of Nonimpairment	3
Redemption Provisions	3
Registration, Denominations, Manner of Payment	3
Tax-Exempt Status	3
Conditions of Delivery, Anticipated Date, Manner, and Place of Delivery	3
Basic Documentation	4
Contact Persons	4
THE SERIES 2019 BONDS	4
General	4
Redemption Provisions	5
Registration and Transfer	6
Book-Entry Only System	6
SECURITY FOR THE BONDS	6
Source and Pledge of Revenues	6
Flow of Funds	6
Network Revenues	8
Pledged Sales and Use Taxes	8
Pledged Franchise Taxes	9
[Debt Service Reserve Requirement]	10
Additional Bonds	10
State Pledge of Nonimpairment	11
SERIES 2019 PROJECT	11
ESTIMATED SOURCES AND USES OF FUNDS	12
DEBT SERVICE ON THE SERIES 2019 BONDS	12
AMERICAN FORK CITY	13
General	13
Form of Government	13
Employee Workforce and Retirement System	13
Risk Management	14
Investment of Funds	14
DEBT STRUCTURE OF THE CITY	15
Outstanding Municipal Debt of the City	15
Other Financial Considerations	15
Future Debt Plans	16
No Defaulted Bonds	16
FINANCIAL INFORMATION REGARDING THE CITY	16
Fund Structure; Accounting Basis	16
Budget and Appropriation Process	16
Financial Controls	17
Sources of General Fund Revenues	17
Five-Year Financial Summaries	17
RISK FACTORS	21
Uncertainty of Economic Activity and Sales Tax Revenues	21
Legislative Changes to Sales Tax Statutes	21
Series 2019 Bonds are Limited Obligations	21
Limitation on Increasing Rates for Pledged Taxes	22
[No Reserve Fund Requirement for the Series 2019 Bonds]	22
LEGAL MATTERS	22
Absence of Litigation	22
General	22
TAX MATTERS	22
Opinion of Bond Counsel	22
Other Tax Consequences	23
UNDERWRITER	24
RATING	24
CONTINUING DISCLOSURE	24
MISCELLANEOUS	25
Independent Accountants	25
Municipal Advisor	25
Additional Information	25
APPENDIX A AUDITED BASIC FINANCIAL STATEMENTS WITH INDEPENDENT AUDITOR'S REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2018	A-1
APPENDIX B DEMOGRAPHIC AND ECONOMIC INFORMATION REGARDING UTAH COUNTY	B-1
APPENDIX C PROPOSED FORM OF OPINION OF BOND COUNSEL	C-1
APPENDIX D PROPOSED FORM OF CONTINUING DISCLOSURE UNDERTAKING	D-1
APPENDIX E PROVISIONS REGARDING BOOK-ENTRY ONLY SYSTEM	E-1

OFFICIAL STATEMENT

RELATED TO

\$ _____ *

AMERICAN FORK CITY, UTAH

TELECOMMUNICATIONS, FRANCHISE AND SALES TAX REVENUE BONDS

SERIES 2019

INTRODUCTION

This Official Statement, including the cover page, introduction and appendices, provides information in connection with the issuance and sale by American Fork City, Utah (the “City”) of its \$ _____* Telecommunications, Franchise and Sales Tax Revenue Bonds, Series 2019 (the “Series 2019 Bonds”). This introduction is only a brief description of the Series 2019 Bonds, as hereinafter defined, the security and source of payment for the Series 2019 Bonds and certain information regarding the City. The information contained herein is expressly qualified by reference to the entire Official Statement. Investors are urged to make a full review of the entire Official Statement.

See the following appendices that are attached hereto and incorporated herein by reference: APPENDIX A—AUDITED BASIC FINANCIAL STATEMENTS WITH INDEPENDENT AUDITOR’S REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2018; APPENDIX B—DEMOGRAPHIC AND ECONOMIC INFORMATION REGARDING UTAH COUNTY; APPENDIX C—PROPOSED FORM OF OPINION OF BOND COUNSEL; APPENDIX D—PROPOSED FORM OF CONTINUING DISCLOSURE UNDERTAKING; and APPENDIX E—PROVISIONS REGARDING BOOK-ENTRY ONLY SYSTEM.

The City

The City, incorporated in 1853, covers an area of approximately ten square miles. It is situated in the northeastern portion of Utah County between two of Utah’s largest population centers – Salt Lake City (28 miles to the north) and Provo City (12 miles to the south). Interstate 15, US Highway 89, and State Highway 74 are all main thoroughfares through the City. The U.S. Census Bureau estimated the City’s population in 2018 to be 32,519.

Authority and Purpose

The Series 2019 Bonds are being issued pursuant to (i) the Local Government Bonding Act, Title 11, Chapter 14 (the “Act”), Utah Code Annotated 1953, as amended (“Utah Code”), and other applicable provisions of law; (ii) a resolution of the City adopted on August 13, 2019 (the “Resolution”), which provides for the issuance of the Series 2019 Bonds; and (iii) a General Indenture of Trust dated as of _____ 1, 2019 (the “General Indenture”), between the City and _____, as trustee (the “Trustee”), as supplemented by a First Supplemental Indenture of Trust dated as of _____ 1, 2019 (the “First Supplemental Indenture,” and together with the General Indenture, the “Indenture”), between the City and the Trustee.

The Series 2019 Bonds are being issued by the City for the purpose of (i) financing [the expansion and upgrade of its existing broadband system and related improvements, including any contingencies] (collectively, the “Series 2019 Project”); [(ii)funding a deposit to a debt service reserve fund;] (iii) providing for capitalized interest with respect to the Series 2019 Bonds; and (iv) paying costs of issuance of the Series 2019 Bonds.

Security and Source of Payment

The Series 2019 Bonds are special limited obligations of the City and are payable solely from, and are secured solely by, the Revenues and certain other moneys in funds and accounts held by the Trustee under the Indenture. The Revenues consist of (i) [revenues (the “Network Revenues”) of the City-owned broadband network (the “Network”)];

* Preliminary; subject to change.

(ii) the local sales and use tax revenues [but only up to an amount not exceeding 50% of the average annual debt service on the Bonds] (the “Pledged Sales and Use Taxes”) received by the City under the Local Sales and Use Tax Act, Title 59, Chapter 12, Part 2, Utah Code (the “Local Sales and Use Tax Act”), and (iii) the franchise tax revenues (the “Pledged Franchise Taxes,” and together with the Pledged Sales and Use Taxes, the “Pledged Taxes”) received by City under the Municipal Energy Sales and Use Tax Act, Title 10, Chapter 1, Part 3, Utah Code (the “Municipal Energy Sales and Use Tax Act”). See “SECURITY FOR THE BONDS” and “RISK FACTORS” herein.

[The City currently owns a portion of a broadband fiber network operating within the City (the “Network”). A portion of the proceeds from the Series 2019 Bonds will be used to purchase the privately owned portion of the Network and make improvements to the overall Network in order to improve the quality and reach of the Network for the City’s residents. Once the Network is fully owned by the City and the improvements are in place, the net revenues from the Network will be used for the payment of debt service on the Series 2019 Bonds. Until such time as the Network is generating sufficient net revenues to pay debt service on the Series 2019 Bonds, the City has pledged the Pledged Taxes to pay such debt service.]

The Pledged Sales and Use Taxes are levied at the maximum allowable rate of 1.00% on all taxable sales of goods and services and the Pledged Franchise Taxes are levied at the maximum allowable rate of 6% of the delivered value of taxable energy within the City. Both taxes are collected by the Utah State Tax Commission and distributed monthly to the City. [It should be noted the amount of overall Pledged Sales and Use Taxes that may be used to pay debt service is limited to 50% of the average annual debt service on the Bonds.]

The Pledged Taxes for fiscal year ending June 30, 2018, totaled \$_____ (the “2018 Pledged Taxes”). For purposes of this Official Statement, the City estimates that the 2018 Pledged Taxes (assuming no decrease or growth and not including eventual Broadband Revenues) will provide approximately _____* times the maximum annual debt service requirement on the Series 2019 Bonds. See “SECURITY FOR THE BONDS—Pledged Taxes” herein.

Revenues also consist of Pledged Network Revenues, which are derived from the operation of the Network. A significant portion of the Pledged Network Revenues are expected to come from a utility fee imposed upon residents within the City. The City plans to commence imposition and collection of the utility fee in 2020.

Outstanding Sales Tax Parity Bonds

Under a separate indenture, the City has previously issued its Sales Tax Revenue and Refunding Bonds, Series 2018 (the “Outstanding Sales Tax Parity Bonds”), which are currently outstanding in aggregate principal amount of [\$3,645,000.] The Outstanding Sales Tax Parity Bonds are secured by the Pledged Sales and Use Taxes on a parity with the Series 2019 Bonds. The Outstanding Sales Tax Parity Bonds are not secured by the Pledged Franchise Taxes or the Pledged Network Revenues. See “FINANCIAL INFORMATION REGARDING THE CITY—Outstanding Obligations of the City,” herein.

Additional Bonds

[The Indenture permits the issuance of Additional Bonds secured by the Revenues on a parity with the Series 2019 Bonds, but requires that the City provide certain certificates and opinions as a condition to the issuance of Additional Bonds. Included in these conditions is the requirement that the Revenues for any consecutive twelve-month period in the 24 months immediately preceding the issuance of Additional Bonds be equal to at least 200% of the maximum annual debt service on the Bonds then outstanding and the Additional Bonds proposed to be issued, plus any outstanding Reserve Instrument Repayment Obligations. See “SECURITY FOR THE BONDS—Additional Parity Debt” herein. The Series 2019 Bonds and any Additional Bonds issued under the Indenture are referred to collectively herein as the “Bonds.”]

* Preliminary; subject to change.

State Pledge of Nonimpairment

In accordance with Section 11-14-307, Utah Code Annotated 1953, as amended, the State pledges and agrees with the holders of the Series 2019 Bonds that it will not alter, impair or limit the Pledged Taxes in a manner that reduces the amounts to be rebated to the City which are devoted or pledged for the payment of the Series 2019 Bonds until the Series 2019 Bonds, together with applicable interest, are fully met and discharged; provided, however, that nothing shall preclude such alteration, impairment or limitation if and when adequate provision shall be made by law for the protection of the holders of the Series 2019 Bonds. The City notes that this provision has not been interpreted by a court of law and, therefore, the extent that such provision would (i) be upheld under constitutional or other legal challenge, (ii) protect the current rates and collection of all Pledged Taxes, or (iii) import any other aspect of Revenues, cannot be predicted by the City. See “SECURITY FOR THE BONDS—State Pledge of Nonimpairment” herein.

Redemption Provisions

The Series 2019 Bonds are subject to optional [and mandatory sinking fund] redemption prior to maturity. See “THE SERIES 2019 BONDS—Redemption Provisions” herein.

Registration, Denominations, Manner of Payment

The Series 2019 Bonds are issuable only as fully registered bonds and, when initially issued, will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, NY (“DTC”). DTC will act as securities depository of the Series 2019 Bonds. Purchases of Bonds will be made in book-entry form only, in the principal amount of \$5,000 or any whole multiple thereof, through brokers and dealers who are, or who act through, DTC participants. Beneficial owners of the Series 2019 Bonds will not be entitled to receive physical delivery of bond certificates so long as DTC or a successor securities depository acts as the securities depository with respect to the Series 2019 Bonds.

Principal of and interest on the Series 2019 Bonds (interest payable _____ and _____ of each year, commencing _____, 20____) are payable by _____, Salt Lake City, Utah, as Paying Agent, to the registered owners of the Series 2019 Bonds. So long as DTC is the registered owner, it will, in turn, remit such principal and interest to its participants, for subsequent disbursements to the beneficial owners of the Series 2019 Bonds, as described under the caption “THE SERIES 2019 BONDS—Book-Entry Only System” herein.

Tax-Exempt Status

In the opinion of Gilmore & Bell, P.C., Bond Counsel to the City, under existing law and assuming continued compliance with certain requirements of the Internal Revenue Code of 1986, as amended, the interest on the Series 2019 Bonds (including any original issue discount properly allocable to an owner thereof) is excludable from gross income for federal income tax purposes, and is not an item of tax preference for purposes of the federal alternative minimum tax. Bond Counsel is also of the opinion that the interest on the Series 2019 Bonds is exempt from State of Utah individual income taxes. See “TAX MATTERS” in this Official Statement. Bond Counsel expresses no opinion regarding any other tax consequences relating to ownership or disposition of or the accrual or receipt of interest on the Series 2019 Bonds.

Conditions of Delivery, Anticipated Date, Manner, and Place of Delivery

The Series 2019 Bonds are offered, subject to prior sale, when, as and if issued and received by George K. Baum & Company (the “Underwriter”), subject to the approval of legality by Gilmore & Bell, P.C., Bond Counsel to the City, and certain other conditions. Certain matters relating to disclosure will be passed upon for the City by Gilmore & Bell, P.C., Disclosure Counsel to the City. Certain legal matters will be passed upon for the City by the City Attorney, Kasey Wright, Esq. Lewis Young Robertson & Burningham, Inc. has acted as municipal advisor to the City in connection with the issuance of the Series 2019 Bonds. It is expected that the Series 2019 Bonds, in book-entry form only, will be available for delivery on or about _____, 2019.

Basic Documentation

The “basic documentation” which includes the Resolution, the Indenture, the closing documents, and other documentation authorizing the issuance of the Series 2019 Bonds and establishing the rights and responsibilities of the City and other parties to the transaction, may be obtained from the “contact persons” as indicated below.

Contact Persons

As of the date of this Official Statement, the chief contact person for the City concerning the Series 2019 Bonds is:

David Bunker
City Administrator
American Fork City
51 East Main Street
American Fork, Utah 84003
Telephone: (801) 763-3000
dbunker@afcity.net

Additional requests for information may be directed to the City’s municipal advisor as follows:

Laura D. Lewis, Principal
Lewis Young Robertson & Burningham, Inc.
41 North Rio Grande, Suite 101
Salt Lake City, Utah 84101
Telephone : (801) 596-0700
laura@lewisyoung.com

THE SERIES 2019 BONDS

General

The Series 2019 Bonds will be dated their date of delivery and except as otherwise provided in the Indenture, shall bear interest from said date. Interest on the Series 2019 Bonds will be payable semiannually on _____ and _____ of each year commencing _____, 20____. The Series 2019 Bonds are issued on a parity with the Outstanding Parity Bonds, as fully registered bonds in denominations of \$5,000 or any integral multiple thereof.

The Series 2019 Bonds shall bear interest at the rates and shall mature annually in each of the years as described on the inside cover page hereof. Interest on the Series 2019 Bonds will be calculated on the basis of a 360-day year consisting of twelve 30-day months.

The Series 2019 Bonds are special limited obligations of the City, and are payable solely from the Revenues, moneys, securities and funds pledged therefor in the Indenture. The Series 2019 Bonds will not be a general obligation of the City or the State or any agency, instrumentality or political subdivision thereof. Neither the faith and credit nor the ad valorem taxing power of the City or the taxing power of the State or any agency, instrumentality or political subdivision thereof will be assigned or pledged for payment of principal of, premium, if any, and interest on the Series 2019 Bonds. The issuance of the Series 2019 Bonds shall not directly, indirectly or contingently obligate the City or the State or any agency, instrumentality or political subdivision thereof to levy any form of ad valorem taxation therefor or to make any appropriation for the payment of the Series 2019 Bonds. The City will not mortgage or grant a security interest in the improvements refinanced with the proceeds of the Series 2019 Bonds or any portion thereof to secure payment of the Series 2019 Bonds.

Interest on the Series 2019 Bonds will be payable by check or draft mailed by the Trustee to the registered owner thereof (initially DTC) as of the Record Date. Principal of and premium, if any, on the Series 2019 Bonds will be payable at the principal corporate trust office of the Trustee as Paying Agent.

Redemption Provisions

Optional Redemption. The Series 2019 Bonds maturing on or prior to [____], 20____, are not subject to optional redemption prior to maturity. The Series 2019 Bonds maturing on or after [____], 20____, are subject to redemption at the option of the City on [____], 20____, or on any date thereafter in whole or in part, from such maturities or parts thereof as may be selected by the City, at a redemption price equal to 100% of the principal amount of the Series 2019 Bonds to be redeemed, plus accrued interest thereon to the redemption date.

[Mandatory Sinking Fund Redemption] The Series 2019 Bonds maturing on _____, 20____, are subject to mandatory sinking fund redemption, by lot in such manner as the Trustee may determine, at a price equal to one hundred percent (100%) of the principal amount thereof plus accrued interest to the redemption date, on the dates and in the principal amounts as follows:

Mandatory Sinking Fund Redemption Date (_____)	Principal <u>Amount</u>
------------------------------------------------------	----------------------------

* Final Maturity

If fewer than all of the Series 2019 Bonds maturing on _____, 20____, are redeemed in a manner other than pursuant to a mandatory sinking fund redemption, the principal amount so redeemed shall be credited at one hundred percent (100%) of the principal amount thereof by the Trustee against the obligation of the City on future mandatory sinking fund redemption dates for the Series 2019 Bonds maturing on _____, 20____, in such order as shall be directed by the City.]

Selection for Redemption. If fewer than all of the Series 2019 Bonds of any maturity are to be redeemed, the particular Bonds or portion of Bonds of such maturity to be redeemed shall be selected by lot by the Bond Registrar in such manner as the Bond Registrar in its discretion may deem fair and appropriate, each \$5,000 of principal amount of the Series 2019 Bonds being counted as one Bond for this purpose.

Notice and Effect of Redemption. Notice of redemption shall be given by the Bond Registrar by first class mail, postage pre-paid, not less than 30 nor more than 60 days prior to the redemption date, to the registered owner thereof (the "Bondowner"), as of the Record Date (described below) of each bond that is subject to redemption, at the address of such Bondowner as it appears in the registration books of the City kept by the Bond Registrar, or at such other address as is furnished to the Bond Registrar in writing by such Bondowner on or prior to the Record Date. Each notice of redemption shall state the Record Date, the principal amount, the redemption date, the place of redemption, the redemption price and, if less than all of the Series 2019 Bonds are to be redeemed, the distinctive numbers of the Series 2019 Bonds or portion of Bonds to be redeemed and that the interest on the Series 2019 Bonds in such notice designated for redemption shall cease to accrue from and after such redemption date and that on the redemption date there will become due and payable on each of such Bonds the principal thereof and interest accrued thereon to the redemption date. Each notice of optional redemption may further state that such redemption shall be conditional upon the receipt by the Paying Agent, on or prior to the date fixed for such redemption, of moneys sufficient to pay the principal of and interest on such Bonds to be redeemed and that if such moneys shall not have been so received said notice shall be of no force and effect and the city shall not be required to redeem such bonds. In the event that such notice of redemption contains such a condition and such moneys are not so received, the redemption shall not be made and the Bond Registrar shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received. Any notice mailed as described above shall be conclusively presumed to have been duly given, whether or not the Bondowner receives such notice. Failure to give such notice or any defect therein with respect to any Bond shall not affect the validity of the proceedings for redemption with respect to any other Bond.

Registration and Transfer

In the event the book-entry only system is discontinued, any Bond may, in accordance with its terms, be transferred, upon the registration books kept by the Bond Registrar, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Bond Registrar, duly executed. No transfer will be effective until entered on the registration books kept by the Bond Registrar. Whenever any bond is surrendered for transfer, the Bond Registrar will certify as to registration and authenticate and deliver a new Bond or Bonds of the same series, designation, maturity and interest rate of other authorized denominations duly executed by the City, for a like aggregate principal amount. Bonds may be exchanged at the principal corporate office of the Bond Registrar for a like aggregate principal amount of Bonds of the same series, designation, maturity and interest rate of other authorized denominations.

For every such exchange or transfer of the Series 2019 Bonds, the Bond Registrar must make a charge sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or transfer of the Series 2019 Bonds.

The Bond Registrar shall not be required to transfer or exchange any Bond after the Record Date with respect to any interest payment date (the fifteenth day next preceding such interest payment date) to and including such interest payment date or after the Record Date with respect to any redemption of such Bond. The Record Date in the case of each redemption is the date specified by the Bond Registrar in the notice of redemption, but in any event is not less than 15 calendar days before the mailing of such notice of redemption.

The City, the Bond Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered (initially DTC) in the registration books kept by the Bond Registrar as the holder and absolute owner of such Bonds for the purpose of payment of principal, premium and interest with respect to such Bond and for all other purposes whatsoever.

Book-Entry Only System

The Series 2019 Bonds originally will be issued solely in book-entry form to The Depository Trust Company (“DTC”), New York, NY, or its nominee, Cede & Co., to be held in DTC’s book-entry system. So long as such Bonds are held in the book-entry only system, DTC or its nominee will be the registered owner or Holder of such Bonds for all purposes of the Series 2019 Bonds and this Official Statement. Purchases of beneficial ownership interests in the Series 2019 Bonds may be made in denominations described above. For a description of the book-entry only system for the Series 2019 Bonds, see “APPENDIX F—PROVISIONS REGARDING BOOK-ENTRY ONLY SYSTEM” herein.

SECURITY FOR THE BONDS

Source and Pledge of Revenues

The principal, premium, if any, and interest on the Series 2019 Bonds are payable from and secured by a first lien pledge of the Revenues under the Indenture. [*Outstanding Sales Tax Parity Bonds*]. The Revenues consist primarily of the Pledged Sales and Uses Taxes, the Pledged Franchise Taxes, and the Network Revenues.

The Bonds are special limited obligations of the City and no Bondholder will have the right, directly or indirectly, to require the exercise of the ad valorem taxing power of the City for the payment of the Bonds. The Bonds do not constitute a general obligation indebtedness of the City nor a lien on any property of the City other than the Revenues pledged to the payment of the Bonds.

Flow of Funds

In order to secure timely payment of the principal of and interest on the Bonds, the City has pledged and assigned to the Trustee the Revenues and all moneys in certain funds and accounts established by the Indenture. The

Indenture establishes an Acquisition/Construction Fund, a Bond Fund, a Revenue Fund, and certain other funds and accounts. Pursuant to the Indenture, the Revenues are to be applied as follows:

(a) All Revenues shall be deposited in the Revenue Fund and shall be accounted for by the City separate and apart from all other moneys of the City.

(b) So long as any Bonds are Outstanding, as a first charge and lien on the Revenues, the City shall, at least semi-annually and at least 15 days before each Interest Payment Date, transfer from the Revenue Fund to the Trustee for deposit into the Bond Fund an amount equal to:

(i) the interest falling due on the Bonds on the next succeeding Interest Payment Date established for the Bonds (provided, however, that so long as there are moneys representing capitalized interest on deposit with the Trustee to pay interest on the Bonds next coming due, the City need not allocate to the Revenue Fund to pay interest on the Bonds); plus

(ii) one-half of the Principal and premium, if any, falling due in the current fiscal year, and in any event, an amount sufficient to pay the Principal and premium on the next succeeding Principal payment date established for the Bonds; plus

(iii) one-half of the Sinking Fund Installments, if any, falling due in the current fiscal year, and in any event, an amount sufficient to pay the Sinking Fund Installments on the next succeeding Sinking Fund Installment payment date (for deposit to the Sinking Fund Account within the Bond Fund);

the sum of which shall be sufficient, when added to the existing balance in the Bond Fund, to pay the principal of, premium, if any, and interest on the Bonds promptly on each such date as the same become due and payable.

(c) As a second charge and lien on the Revenues (on a parity basis), the City shall make the following transfers to the Trustee on or before the fifteenth day prior to each Interest Payment Date:

(i) To the extent the Debt Service Reserve Requirement, if any, is not funded with a Reserve Instrument or Instruments, (A) to the accounts in the Debt Service Reserve Fund any amounts required by the Indenture, and by any Supplemental Indenture to accumulate therein the applicable Debt Service Reserve Requirement with respect to each Series of Bonds at the times and in the amounts provided in the Indenture, and in any Supplemental Indenture and (B) if funds shall have been withdrawn from an account in the Debt Service Reserve Fund, or any account in the Debt Service Reserve Fund is at any time funded in an amount less than the applicable Debt Service Reserve Requirement, the City shall deposit Revenues in such account(s) in the Debt Service Reserve Fund sufficient in amount to restore such account(s) within one year with 12 substantially equal payments during such period (unless otherwise provided for by the Supplemental Indenture governing the applicable Debt Service Reserve Requirement); or a ratable portion (based on the amount to be transferred pursuant to paragraph (d)(ii) below) of remaining Revenues if less than the amount necessary; and

(ii) Equally and ratably to the accounts of the Reserve Instrument Fund, with respect to all Reserve Instruments which are in effect and are expected to continue in effect after the end of an interest payment period, such amount of the remaining Revenues, or a ratable portion (based on the amount to be transferred pursuant to (d)(i) below) of the amount so remaining if less than the amount necessary, that is required to be paid, on or before the next such interest payment period transfer or deposit of Revenues into the Reserve Instrument Fund, to the Reserve Instrument Provider pursuant to any Reserve Instrument Agreement, other than Reserve Instrument Costs, in order to cause the Reserve Instrument Coverage to equal the Reserve Instrument Limit within one year from any draw date under the Reserve Instrument.

(d) As a third charge and lien on the Revenues, the City shall deposit in the Repair and Replacement Fund any amount required by the Indenture and by any Supplemental Indenture to accumulate therein the Repair and Replacement Reserve Requirement. In the event that the amount on deposit in the Repair and Replacement Fund shall ever be less than the Repair and Replacement Reserve Requirement for the Bonds then Outstanding (or, after the

issuance of Additional Bonds, the amount required to be on deposit therein), from time to time, the City shall deposit to the Repair and Replacement Fund from the Revenue Fund all remaining Revenues of the City Network after payments required by (b) and (c) above have been made until there is on deposit in the Repair and Replacement Fund an amount equal to the Repair and Replacement Reserve Requirement.

(e) Subject to making the foregoing deposits, the City may use the balance of the Revenues accounted for in the Revenue Fund for any of the following:

- (i) redemption of Bonds;
- (ii) refinancing, refunding, or advance refunding of any Bonds; or
- (iii) for any other lawful purpose.

Network Revenues

The Network Revenues are derived from the operation of the Network. A significant portion of the Network Revenues are expected to come from a utility fee imposed upon residents within the City. The City plans to commence imposition and collection of the utility fee in 2020.

Pledged Sales and Use Taxes

General. The Local Sales and Use Tax Act, Title 59, Chapter 12, Part 2, Utah Code Annotated 1953, as amended (the "Local Sales and Use Tax Act"), provides that each county, city and town in the State may levy a local sales and use tax of up to 1.00% on the purchase price of taxable goods and services for general purposes. Although local governments may elect to levy sales and use taxes at rates less than 1.00%, various provisions of the Local Sales and Use Tax Act encourage them to levy these taxes at the rate of 1.00%. The City currently levies sales and use taxes at the full rate of 1.00%. The legislative intent contained in the Local Sales and Use Tax Act is to provide an additional source of revenues to counties and municipalities that is to be used to finance their capital outlay requirements and to service their bonded indebtedness.

The local sales and use tax is levied in addition to a statewide sales and use tax (the "Statewide Tax") which is currently imposed at a rate of 4.85% of the purchase price of taxable goods and services (except that only 1.75% is levied on unprepared food and food ingredients). Sales of natural gas, electricity and fuel oil for residential use are taxed at a statewide rate of 2.00%. The taxable transactions and the exemptions under the Local Sales and Use Tax Act conform to those of the Statewide Tax.

Sales tax is imposed on the amount paid or charged for sales of tangible personal property in the State and for services rendered in the State for the repair, renovation or installation of tangible personal property. Use tax is imposed on the amount paid or charged for the use, storage or other consumption of tangible personal property in the State, including services for the repair, renovation or installation of such tangible personal property. Sales and use taxes also apply to leases and rentals of tangible personal property if the tangible personal property is in the State, the lessee takes possession in the State or the tangible personal property is stored, used or otherwise consumed in the State.

In addition to the sales and use taxes described above, counties and cities in the State are authorized to impose sales and use taxes to fund a public transportation system, for zoo, art and parks purposes and at the option of the county for general fund purposes of the county, which sales and use taxes do not constitute Pledged Sales and Use Taxes. The County currently imposes sales and use taxes to fund public transportation, zoo, art and parks purposes, and for general fund purposes of the County. None of these taxes are pledged as a component of Pledged Sales and Use Taxes. The total sales and use tax imposed in the City (other than certain specialty taxes, including a motor vehicle rental tax, a transient room tax, and a tourism restaurant tax imposed by the County) is 7.15%.

Local sales and use taxes, including the Pledged Sales and Use Taxes, are collected by the Utah State Tax Commission and distributed on a monthly basis to each county, city and town. The distributions are based on a

formula, which provides that (1) 50% of sales tax collections will be distributed on the basis of the population of the local government and (2) 50% of sales tax collections will be distributed on the basis of the point of sale (the “50/50 Distribution”). The 50/50 Distribution formula is subject to legislative changes and the State Legislature has from time to time discussed altering this 50/50 Distribution formula. Changes to such formula have been and continue to be under discussion and the City cannot predict whether the State Legislature will make any such adjustments. See “RISK FACTORS—Legislative Changes to Sales Tax Statutes,” herein.

A sales and use tax due and unpaid constitutes a debt due from the vendor and may be collected, together with interest, penalty, and costs, by appropriate judicial proceeding within three years after the vendor is delinquent. Furthermore, if a sales and use tax is not paid when due and if the vendor has not followed the procedures to object to a notice of deficiency, the Utah State Tax Commission may issue a warrant directed to the sheriff of any county commanding him to levy upon and sell the real and personal property of a delinquent taxpayer found within such county for the payment of the tax due. The amount of the warrant shall have the force and effect of an execution against all personal property of the delinquent taxpayer and shall become a lien upon the real property of the delinquent taxpayer in the same manner as a judgment duly rendered by any district court.

Limit on Use of Pledged Sales and Use Taxes. [It should be noted the amount of overall Pledged Sales and Use Taxes that may be used to pay debt service is limited to 50% of the average annual debt service on the Bonds.]

Sources of Pledged Sales and Use Taxes. The City has a relatively diverse sales tax base. In fiscal year 2018, the top ten sales tax payers in the City during this period accounted for 41.44% of all sales tax revenues remitted to the City for that year and included auto sales, retail, utility, and grocery tax payers.

Historical Pledged Sales and Use Taxes. The following table shows the amounts of Pledged Sales and Use Taxes received by the City in the last ten fiscal years and an estimate for the fiscal year ending June 30, 2019:

Historical Pledged Sales and Use Taxes

<u>Fiscal Year Ending June 30,</u>	<u>Pledged Sales and Use Taxes</u>	<u>% Change from Prior Year</u>
2019*	\$8,771,086	7.4%
2018	8,164,124	5.6
2017	7,733,639	8.6
2016	7,121,984	8.7
2015	6,548,967	5.0
2014	6,235,351	5.5
2013	5,910,616	6.8
2012	5,534,281	8.6
2011	5,095,374	3.2
2010	4,935,413	—

* Preliminary estimate of the City; subject to change.
(Source: The City.)

Outstanding Parity Sales Tax Bonds. [As of August 1, 2019, the Outstanding Parity Sales Tax Bonds are outstanding in the total aggregate principal amount of \$[3,645,000] and are secured by a parity lien on the Pledged Sales and Use Taxes.]

Pledged Franchise Taxes

General. Title 10, Chapter 1, Part 3 Utah Code Annotated 1953, as amended (the Municipal Energy Sales and Use Tax Act), provides that a municipality may levy a municipal energy sales and use tax (the “Municipal Energy Sales and Use Tax”) on the sale or use of gas and electricity within the municipality, including sales by the municipality, for the purpose of raising revenue and to create a more competitive environment for the energy industry

in accordance with the limitations and provisions set forth in the Municipal Energy Sales and Use Tax Act. The Municipal Energy Sales and Use Tax Act provides that each municipality in the State may levy a Municipal Energy Sales and Use Tax on the sale or use of taxable energy within the municipality at a rate not exceeding 6% of the delivered value of the taxable energy. The City levies the Municipal Energy Sales and Use Tax at the maximum rate of 6%.

The Municipal Energy Sales and Use Tax is imposed on the “delivered value” of taxable energy provided within the City. “Delivered value” refers to the fair market value of the taxable energy and includes the value of the energy itself and any transportation, freight, customer demand charges, service charges or other costs typically incurred in providing taxable energy in usable form to customers within the City. The City has contracted with the Utah State Tax Commission to perform all functions incident to the collection and administration of the revenues derived from the levy of the Municipal Energy Sales and Use Tax and so receives such revenues on a monthly basis.

Historical Pledged Franchise Taxes. The following table shows the amounts of Pledged Franchise Taxes received by the City in the last ten fiscal years and an estimate for the fiscal year ending June 30, 2019:

Historical Pledged Franchise Taxes

<u>Fiscal Year Ending June 30,</u>	<u>Pledged Franchise Taxes</u>	<u>% Change from Prior Year</u>
2019*	\$1,743,733	1%
2018	1,727,350	11
2017	1,556,309	8
2016	1,438,048	(19)
2015	1,764,609	6
2014	1,660,027	6
2013	1,564,161	8
2012	1,443,240	4
2011	1,390,990	(2)
2010	1,423,159	—

* Preliminary estimate of the City; subject to change.
(Source: The City.)

[No Outstanding Parity Franchise Tax Bonds. The City has no outstanding bonds or other obligations secured by the Pledged Franchise Tax Bonds.]

[Debt Service Reserve Requirement]

[To be determined]

Additional Bonds

No additional indebtedness, bonds or notes of the City secured by a pledge of the Revenues senior to the pledge of Revenues for the payment of the Bonds and the Security Instrument Repayment Obligations authorized by the Indenture shall be created or incurred without the prior written consent of the Owners of 100% of the Outstanding Bonds and the Security Instrument Issuers. In addition, no Additional Bonds or other indebtedness, bonds or notes of the City payable on a parity with the Bonds and the Security Instrument Repayment Obligations out of Revenues shall be created or incurred, unless the following requirements have been met:

- (a) No Event of Default shall have occurred and be continuing under the Indenture on the date of authentication of any Additional Bonds. This provision does not preclude the issuance of Additional Bonds if (i) the issuance of such Additional Bonds otherwise complies with the provisions of the Indenture

and (ii) such Event of Default will cease to continue upon the issuance of Additional Bonds and the application of the proceeds thereof; and

(b) A certificate shall be delivered to the Trustee by an Authorized Representative to the effect that the Revenues for any Year, for any consecutive 12-month period in the 24 months immediately preceding the proposed date of issuance of such Additional Bonds were at least equal to [200%] of the sum of the Aggregate Annual Debt Service Requirement on all Bonds outstanding for said Year; provided, however, that such Net Revenue coverage test set forth in Subsection (b) above shall not apply to the issuance of any Additional Bonds to the extent (i) they are issued for the purpose of refunding Bonds issued under the Indenture, (ii) the Average Aggregate Annual Debt Service for such Additional Bonds does not exceed the then remaining Average Aggregate Annual Debt Service for the Bonds being refunded therewith and (iii) the maximum Aggregate Annual Debt Service Requirement for such Additional Bonds is less than or equal to the maximum Aggregate Annual Debt Service Requirement for the Bonds being refunded therewith; and

(c) All payments required by this Indenture to be made into the Bond Fund must have been made in full, and there must be on deposit in each account of the Debt Service Reserve Fund (taking into account any Reserve Instrument coverage) the full amount required to be accumulated therein at the time of issuance of the Additional Bonds; and

(d) The proceeds of the Additional Bonds must be used (i) to refund Bonds issued under the Indenture, or other obligations of the City (including the funding of necessary reserves and the payment of costs of issuance) and/or (ii) to finance or refinance a Project (including the funding of necessary reserves and the payment of costs of issuance).

State Pledge of Nonimpairment

In accordance with Section 11-14-307, Utah Code Annotated 1953, as amended, the State pledges and agrees with the holders of the Series 2019 Bonds that it will not alter, impair or limit the Pledged Taxes in a manner that reduces the amounts to be rebated to the City which are devoted or pledged for the payment of the Series 2019 Bonds until the Series 2019 Bonds, together with applicable interest, are fully met and discharged; provided, however, that nothing shall preclude such alteration, impairment or limitation if and when adequate provision shall be made by law for the protection of the holders of the Series 2019 Bonds.

The City notes that this provision has not been interpreted by a court of law and, therefore, the extent that such provision would (i) be upheld under constitutional or other legal attack, (ii) protect the current rates and collection of all Pledged Sales and Use Taxes, or (iii) impact any other aspect of Pledged Taxes, cannot be predicted by the City.

SERIES 2019 PROJECT

[The City currently owns a portion of the Network, a broadband fiber network operating within the City. A portion of the proceeds from the Series 2019 Bonds will be used to purchase the privately owned portion of the Network and make improvements to the overall Network in order to improve the quality and reach of the Network for the City's residents.] *[To be revised]*

(The remainder of this page intentionally left blank.)

ESTIMATED SOURCES AND USES OF FUNDS

The sources and uses of funds in connection with the issuance of the Series 2019 Bonds are estimated to be as follows:

Sources of Funds

Par Amount of Bonds.....\$ _____
 [Net] Reoffering Premium
 Total.....

Uses of Funds

Deposit to Series 2019 Acquisition/Construction Account.....
 Costs of Issuance⁽¹⁾.....
 Total.....

⁽¹⁾ Includes legal fees, rating agency fees, registrar and paying agent fees, municipal advisor fees, underwriter's discount, and other miscellaneous costs of issuance.

DEBT SERVICE ON THE SERIES 2019 BONDS

<u>Year</u>	<u>Principal</u> ⁽¹⁾	<u>Interest</u>	<u>Total</u>
2019			
2020			
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
Total			

⁽¹⁾ Principal payable _____ of each year.
 (Source: The Municipal Advisor.)

AMERICAN FORK CITY

General

The City, incorporated in 1853, covers an area of approximately ten square miles. It is situated in the northeastern portion of Utah County between two of the State's largest population centers – Salt Lake City (28 miles to the north) and Provo City (12 miles to the south).

Interstate 15, US Highway 89, and State Highway 74 are all main thoroughfares that go through the City. The U.S. Census Bureau estimated the City's population in 2018 to be 32,519 residents. Residents have the advantages of a smaller community and country living in close proximity to the goods and services as well as the education, professional and cultural opportunities of the larger metropolitan areas.

Form of Government

Utah statutes detail the functions to be performed by State municipalities. Title 10, Utah Code Annotated, 1953, as amended, generally sets out laws to provide for the incorporation, organization, and classification of cities and towns in proportion to population. The City is organized under general law and governed by a council (with five seats elected to four-year terms) and mayor.

The current members of the City Council, the Mayor and the City administration have the following respective terms in office:

<u>Office</u>	<u>Person</u>	<u>Years of Service</u>	<u>Expiration of Term</u>
Mayor	Brad Frost	—	December, 2021
Councilmember	Kevin J. Barnes	—	December, 2019
Councilmember	Staci Carroll	—	December, 2021
Councilmember	Barbara Christiansen	—	December, 2021
Councilmember	Robert E. Shelton	—	December, 2019
Councilmember	Clark Taylor	—	December, 2019
City Administrator	David Bunker	—	Appointed
Finance Director	Kyle Maurer	—	n/a
City Recorder	Terilyn Lurker	—	Appointed
City Treasurer	Laurel Allman	—	Appointed
City Attorney	Kasey Wright	—	Appointed

Employee Workforce and Retirement System

The City currently employs approximately [142] full-time employees and approximately [318] part-time employees for a total employment of approximately [460] employees. The City is a member of the Utah State Retirement System (the "Systems"). The City records a liability and expense equal to its proportionate share of the collective net pension liability and expense of the Systems due to the implementation of the Government Accounting Standards Board's Statement 68, Accounting and Financial Reporting for Pensions ("GASB 68"). More information regarding this standard can be found in "Note 10—Pension Plan," of the City's audited financial statements. See "APPENDIX A—AUDITED BASIC FINANCIAL STATEMENTS WITH INDEPENDENT AUDITOR'S REPORT FOR FISCAL YEAR ENDED JUNE 30, 2018."

Other Post-Employment Benefits. The City reports that it does not have any post-employment benefit liabilities that require disclosure.

Risk Management

The City manages its risks through the purchase of commercial insurance policies. As of the date of this Official Statement, all policies are current and in force. The City believes its risk management policies and coverages are normal and within acceptable coverage limits for the type of services the City provides. See “APPENDIX A—AUDITED BASIC FINANCIAL STATEMENTS WITH INDEPENDENT AUDITOR’S REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2018—Notes to Financial Statements—Note 12. Risk Management” herein.

Investment of Funds

Investment of Operating Funds: The Utah Money Management Act. The Utah Money Management Act, Title 51, Chapter 7, Utah Code (the “MM Act”) governs the investment of all public funds held by public treasurers in the State. It establishes criteria for investment of public funds with an emphasis on safety, liquidity, yield, matching strategy to fund objectives, and matching the term of investments to the availability of funds. The MM Act provides a limited list of approved investments, including qualified in-state and permitted out-of-state financial institutions, approved government agency securities and investments in corporate securities carrying “top credit ratings.”

The City is currently complying with all of the provisions of the MM Act for all City operating funds.

The Utah Public Treasurers’ Investment Fund (“PTIF”). The PTIF is a public treasurers’ investment fund, established in 1981, and managed by the State Treasurer. The PTIF invests to ensure safety of principal, liquidity and a competitive rate of return on short-term investments. All moneys transferred to the PTIF are invested in securities authorized by the MM Act. Safekeeping and audit controls for all investments owned by the PTIF must comply with the MM Act.

The PTIF invests primarily in money market securities including time certificates of deposit, top rated commercial paper, treasuries and certain agencies of the U.S. Government. The maximum weighted average adjusted life of the portfolio, by policy, is not to exceed 90 days. The maximum final maturity of any security purchased by the PTIF is limited to three years, except that a maximum maturity of five years is allowed for treasury or agency securities whose rate adjusts at least annually. The PTIF itself is not rated.

By law, investment transactions are conducted only through certified dealers, qualified depositories or directly with issuers of the securities. Deposits are not insured or otherwise guaranteed by the State. However, it is the stated intent of the State Treasurer to manage a stable net asset value pool and maintain a net asset value that does not deviate by more than 0.5%

See “APPENDIX A—AUDITED BASIC FINANCIAL STATEMENTS WITH INDEPENDENT AUDITOR’S REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2018—Notes to Financial Statements—Note 4. Cash, Cash Equivalents, and Investments” herein.

DEBT STRUCTURE OF THE CITY

Outstanding Municipal Debt of the City as of August 1, 2019

OUTSTANDING TELECOMMUNICATIONS REVENUE BONDS

<u>Series</u>	<u>Purpose</u>	<u>Original Amount</u>	<u>Final Maturity Date</u>	<u>Outstanding Balance</u>
2019	Network Improvements	\$ _____ *	_____	\$ _____

(1) For purposes of this Official Statement, assumes the Series 2019 Bonds are issued and outstanding.

* Preliminary; subject to change.

OUTSTANDING GENERAL OBLIGATION BONDS

<u>Series</u>	<u>Purpose</u>	<u>Original Amount</u>	<u>Final Maturity Date</u>	<u>Outstanding Balance</u>
2011	Refunding	\$1,650,000	June 1, 2021	\$350,000
2014	Refunding	3,393,000	June 1, 2020	1,750,000
2015 ⁽¹⁾	Refunding	7,020,000	May 1, 2035	6,375,000
2016	Refunding	30,285,000	May 1, 2035	<u>29,065,000</u>
Total				<u>\$37,540,000</u>

(1) While issued as general obligation bonds, debt service on the Series 2015 Bonds is paid from net revenues from the City's water system.

OUTSTANDING SALES TAX REVENUE BONDS

<u>Series</u>	<u>Purpose</u>	<u>Original Amount</u>	<u>Final Maturity Date</u>	<u>Outstanding Balance</u>
2018	Park & Refunding	\$4,000,000	May 1, 2028	<u>\$3,645,000</u>

OUTSTANDING WATER REVENUE BONDS

<u>Series</u>	<u>Purpose</u>	<u>Original Amount</u>	<u>Final Maturity Date</u>	<u>Outstanding Balance</u>
2012	Water	\$800,000	January 1, 2033	<u>\$603,000</u>

Other Financial Considerations

The City has entered into various other agreements to finance its capital needs. See "APPENDIX A—AUDITED BASIC FINANCIAL STATEMENTS WITH INDEPENDENT AUDITOR'S REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2018—Notes to Financial Statements—Note 8. Lease Commitments" herein.

Future Debt Plans

[As of the date of this Official Statement, the City does not intend to issue Additional Bonds within the next three years but reserves the right to do so as its capital needs require. The City may, however, issue refunding bonds.]

No Defaulted Bonds

The City has never failed to pay principal and interest when due on any of its bonds, notes or other financial obligations.

FINANCIAL INFORMATION REGARDING THE CITY

Fund Structure; Accounting Basis

The accounting policies of the City conform to all generally accepted accounting principles for governmental units in general and the City in particular.

The accounts of the City are organized on the basis of funds or groups of accounts, each of which is considered to be a separate accounting entity. The operations of each fund or account group are accounted for by providing a separate set of self-balancing accounts which comprise its assets, liabilities, fund balance, revenues and expenditures or expenses. The various funds are grouped by type in the combined financial statements. See “APPENDIX A—AUDITED BASIC FINANCIAL STATEMENTS WITH INDEPENDENT AUDITOR’S REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2018—Notes to Financial Statements—Note 1 Summary of Significant Accounting Policies” herein.

Revenues and expenditures are recognized using the modified accrual basis of accounting in all governmental funds. Revenues are recognized in the accounting period in which they become both measurable and available. “Measurable” means that amounts can be reasonably determined within the current period. “Available” means that amounts are collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. Revenues on cost-reimbursement grants are accrued when the related expenditures are incurred.

In proprietary funds, revenues and expenses are recognized using the accrual basis of accounting. Revenues are recognized in the accounting period in which they are earned and become measurable, and expenses are recognized in the period incurred.

Budget and Appropriation Process

The budget and appropriation process of the City is governed by the Uniform Fiscal Procedures Act for Utah Cities (the “Fiscal Procedures Act”). Pursuant to the Fiscal Procedures Act, the Budget Officer of the City is required to prepare budgets for the general fund, special revenue funds, debt service funds and capital improvement funds. These budgets are to provide a complete financial plan for the budget (ensuing fiscal) year. Each budget is required to specify, in tabular form, estimates of anticipated revenues and appropriations for expenditures.

On or before the first regular meeting of the City Council of the City in May of each year, the budget officer is required to submit to the City Council tentative budgets for all funds for the fiscal year commencing July 1. Various actual and estimated budget data are required to be set forth in the tentative budgets. The budget officer may revise the budget requests submitted by the heads of City departments, but must file these submissions with the City Council together with the tentative budget. The budget officer is required to estimate in the tentative budget the revenue from non-property tax sources available for each fund and the revenue from general property taxes required by each fund. The budget is then tentatively adopted by the City Council, with any amendments or revisions that the City Council deems advisable prior to the public hearing on the budget. After public notice and hearing, the tentative budget is adopted by the City Council, subject to further amendment or revisions by the City Council prior to adoption of the final budget.

Prior to June 22 of each year, the final budgets for all funds are adopted by the City Council. The Fiscal Procedures Act prohibits the City Council from making any appropriation in the final budget of any fund in excess of the estimated expendable revenue of such fund. The adopted final budget is subject to amendment by the City Council during the fiscal year. However, in order to increase the budget total of any fund, public notice and hearing must be provided. Intra- and inter-department transfers of appropriation balances are permitted upon compliance with the Fiscal Procedures Act.

The amount set forth in the final budget as the total amount of estimated revenue from property taxes constitutes the basis for determining the property tax levy to be set by the City Council for the succeeding tax year. See in the section “AD VALOREM TAX SYSTEM—Tax Levy and Collection” herein for a description of certain matters relating to the City’s ability to levy and collect general property taxes and the procedures applicable to such levy and collection.

Financial Controls

The City utilizes a computerized financial accounting system which includes a system of budgetary controls. State law requires budgets to be controlled by individual departments, but the City has also empowered the Budget Officer to maintain control by major categories within departments. These controls are such that a requisition will not be entered into the purchasing system unless the appropriated funds are available. The Budget Officer checks for sufficient funds again prior to the purchase order being issued and again before the payment check is issued. Voucher payments are also controlled by the Budget Officer for sufficient appropriations.

Sources of General Fund Revenues

Set forth below are brief descriptions of the various sources of revenues available to the City’s general fund. The percentage of total general fund revenues represented by each source is based on the City’s basic financial statements for the fiscal year ended June 30, 2018.

Taxes—Approximately 64% of general fund revenues are from sales, property, and other taxes.

Charges for Services—Approximately 20% of general fund revenues are from charges for services.

Intergovernmental Revenue—Approximately 5.5% of general fund revenues are from intergovernmental revenues.

Fines and Forfeitures—Approximately 1% of general fund revenues are collected from fines and forfeitures.

Licenses and Permits—Approximately 5% of general fund revenues are from licenses and permits.

Miscellaneous Revenues—Approximately 3.5% of general fund revenues are from miscellaneous revenues (e.g., sale of surplus equipment, donations, and miscellaneous fees).

Interest Earnings—Less than 1% of general fund revenues are from interest income.

Five-Year Financial Summaries

The following tables set forth a summary of certain financial information regarding the City and have been extracted from the City’s basic financial statements for the fiscal years ended June 30, 2014 through June 30, 2018. The summaries themselves are unaudited.

AMERICAN FORK CITY
Statement of Net Position—Governmental and Business-Type Activities
(This summary has not been audited.)

	<i>Fiscal Year Ended June 30,</i>				
	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014⁽⁴⁾</u>
ASSETS					
Cash and Cash Equivalents	\$35,280,875	\$27,526,291	\$22,864,570	\$22,517,333	\$20,905,043
Restricted Cash	3,076,382	23,719	2,958,532	2,988,674	3,294,133
Receivables	12,108,127	10,616,318	10,485,697	8,794,458	7,923,851
Inventories	17,220	23,408	14,009	38,247	38,495
Prepays	591,061	546,673	—	—	—
Net Pension Asset	137,170	23,248	49,572	105,750	—
Capital Assets Net of Depreciation:					
Land	25,668,141	25,668,141	25,703,942	25,691,331	25,691,331
Water Shares	27,935,922	23,884,544	19,101,234	19,101,234	18,680,754
Buildings ⁽¹⁾	18,900,428	19,569,780	—	—	—
Improvements ⁽¹⁾	118,086,200	116,278,226	150,003,246	140,820,123	137,231,438
Infrastructure ⁽²⁾	—	—	35,898,051	35,898,051	32,615,351
Machinery and Equipment	4,580,181	4,145,880	11,955,074	11,520,272	11,005,092
Construction in Progress	1,289,493	1,658,327	4,117,309	1,270,911	—
Right of Way	726,929	726,929	726,929	726,929	726,929
Accumulated Depreciation ⁽³⁾	—	—	(60,544,720)	(56,347,948)	(52,071,500)
Total Assets	<u>248,398,129</u>	<u>230,691,484</u>	<u>223,333,445</u>	<u>213,125,365</u>	<u>206,040,917</u>
DEFERRED OUTFLOWS OF RESOURCES					
Deferred Charge on Refunding	2,636,120	2,800,789	2,965,458	566,733	51,218
Resources Related to Pensions	<u>3,338,206</u>	<u>2,894,276</u>	<u>2,418,892</u>	<u>787,636</u>	—
Total Deferred Outflows of Resources	<u>5,974,326</u>	<u>5,695,065</u>	<u>5,384,350</u>	<u>1,354,369</u>	<u>51,218</u>
LIABILITIES					
Outstanding Checks in Excess of Deposits	—	—	3,534,181	3,166,906	2,872,549
Accounts Payable and Accrued Liabilities	2,950,723	3,170,789	3,153,677	3,101,294	979,588
Construction Bonds and Deposits	3,140,516	2,548,905	2,793,327	2,476,322	1,236,962
Accrued Interest Payable	300,813	306,219	559,267	324,991	258,249
Unearned Revenues	2,877	3,665	—	—	—
Long-term Liabilities:					
Due Within One Year	4,498,161	4,506,386	3,661,458	3,952,475	3,594,501
Due in More Than One Year	<u>48,791,396</u>	<u>49,992,037</u>	<u>53,310,030</u>	<u>52,889,144</u>	<u>52,571,548</u>
Total Liabilities	<u>59,684,486</u>	<u>60,528,001</u>	<u>67,011,940</u>	<u>65,911,132</u>	<u>61,513,397</u>
DEFERRED INFLOWS OF RESOURCES					
Deferred Revenue - Property Taxes	5,886,128	5,410,151	5,268,000	3,477,259	3,499,892
Resources Related to Pensions	<u>2,765,437</u>	<u>936,208</u>	<u>656,345</u>	<u>612,990</u>	—
Total Deferred Inflows of Resources	<u>8,651,565</u>	<u>6,346,359</u>	<u>5,924,345</u>	<u>4,090,249</u>	<u>3,499,892</u>
NET POSITION					
Net Investment in Capital Assets	154,350,742	145,996,260	136,467,940	125,950,883	118,176,545
Restricted For:					
Debt Service	2,416	23,719	—	—	—
Bond Proceeds	3,073,966	—	—	—	—
Impact Fees	10,604,098	5,144,725	2,958,532	2,985,306	2,790,502
Grants and Donations	892,000	296,765	—	—	—
Redevelopment	3,303,987	2,732,521	2,505,051	1,829,884	2,171,582
Perpetual Care	729,859	686,809	541,967	541,967	541,967
Class C Road Projects	30,568	—	—	—	—
Unrestricted	<u>13,048,768</u>	<u>14,631,390</u>	<u>13,308,020</u>	<u>13,170,313</u>	<u>17,398,250</u>
Total Net Position	<u>\$186,036,404</u>	<u>\$169,512,189</u>	<u>\$155,781,510</u>	<u>\$144,478,353</u>	<u>\$141,078,846</u>

(1) Buildings and improvements were separated into individual categories in fiscal year 2017. Previously, these were reported as one category.

(2) Infrastructure was included in improvements beginning fiscal year 2017.

(3) Beginning fiscal year 2017 accumulated depreciation was included in each asset category and not separated out.

(4) Prior to fiscal year 2015 the City was not required to report its proportion of net pension assets and liabilities.

(Source: Information taken from the City's audited basic financial statements for the fiscal years ended June 30, 2014 through June 30, 2018.)

Attachment: Preliminary Official Statement - American Fork Telecommunications Revenue... (\$35,000,000 Telecommunications, franchise and

AMERICAN FORK CITY
Governmental Funds
Balance Sheet – General Fund
(This summary has not been audited.)

	<i>Fiscal Year Ended June 30,</i>				
	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
ASSETS					
Cash and Cash Equivalents	\$3,199,274	\$5,010,222	\$5,722,864	\$5,801,320	\$4,585,659
Receivables	6,363,900	6,793,587	6,610,501	6,268,756	6,010,397
Inventories	—	—	—	22,289	22,724
Prepaid Items	<u>394,389</u>	<u>344,182</u>	—	—	—
Total Assets	<u>\$9,957,563</u>	<u>\$12,147,991</u>	<u>\$12,333,365</u>	<u>\$12,092,365</u>	<u>\$10,618,780</u>
LIABILITIES					
Accounts Payable and Accrued Liabilities	833,668	1,791,540	1,038,819	1,202,761	773,318
Construction Bonds and Refunds	2,814,199	2,244,336	2,550,231	2,263,676	1,077,187
Unearned Revenue	2,877	3,665	—	—	—
Due to Other Funds	—	—	<u>80,695</u>	<u>80,150</u>	<u>41,757</u>
Total Liabilities	<u>3,650,744</u>	<u>4,039,541</u>	<u>3,669,745</u>	<u>3,546,587</u>	<u>1,892,262</u>
DEFERRED INFLOWS OF RESOURCES					
Unavailable Revenue—Property Taxes	<u>3,423,710</u>	<u>4,053,781</u>	<u>3,926,219</u>	<u>3,630,132</u>	<u>3,641,045</u>
FUND BALANCES					
Nonspendable—Prepaid Items	394,389	344,182	—	—	—
Restricted					
Fire Grant	—	700	—	—	—
K–9 Police Donations	22,212	21,631	—	—	—
Class C Road Funds	30,568	—	—	—	—
Assigned—Subsequent Year					
Appropriation	6,000	—	—	—	—
Unassigned	<u>2,429,940</u>	<u>3,688,156</u>	<u>4,737,401</u>	<u>4,915,646</u>	<u>5,085,473</u>
Total Fund Balances	<u>2,883,109</u>	<u>4,054,669</u>	<u>4,737,401</u>	<u>4,915,646</u>	<u>5,085,473</u>
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	<u>\$9,957,563</u>	<u>\$12,147,991</u>	<u>\$12,333,365</u>	<u>\$12,092,365</u>	<u>\$10,618,780</u>

(Source: Information taken from the City's audited basic financial statements for the fiscal years ended June 30, 2014 through June 30, 2018.)

AMERICAN FORK CITY
Governmental Funds
Statement of Revenues, Expenditures and Changes in Fund Balances—General Fund
(This summary has not been audited.)

	<i>Fiscal Year Ended June 30,</i>				
	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
REVENUES					
Taxes	\$14,960,778	\$14,224,877	\$13,450,438	\$13,202,516	\$12,779,577
Licenses and Permits	1,185,745	1,311,426	786,932	615,566	514,042
Intergovernmental	1,245,666	1,303,591	1,000,573	973,579	903,488
Charges for Services	4,612,356	5,778,098	3,864,571	3,652,448	3,505,709
Other Fees and Services	—	—	2,142,866	2,219,492	1,840,971
Fines and Forfeitures	320,271	301,237	384,286	505,283	296,228
Interest Earnings	93,377	104,848	72,975	47,453	30,473
Miscellaneous	<u>795,419</u>	<u>512,322</u>	<u>483,093</u>	<u>163,107</u>	<u>475,105</u>
Total Revenues	<u>23,213,612</u>	<u>23,536,399</u>	<u>22,185,734</u>	<u>21,379,444</u>	<u>20,345,593</u>
EXPENDITURES					
Current					
General Government	2,260,197	2,741,637	3,577,553	3,299,609	3,193,087
Parks, Recreation, and Culture	2,348,912	2,238,799	2,211,044	2,191,639	2,006,020
Public Works	4,079,845	5,119,104	2,500,376	2,505,941	2,229,438
Public Safety	9,319,650	8,426,261	7,627,068	7,294,729	6,234,622
Other	<u>1,317,005</u>	<u>1,287,660</u>	<u>2,329,996</u>	<u>2,288,467</u>	<u>2,020,307</u>
Total Expenditures	<u>19,325,609</u>	<u>19,813,461</u>	<u>18,246,037</u>	<u>17,580,385</u>	<u>15,683,474</u>
Excess (Deficiency) of Revenues Over Expenditures	<u>3,888,003</u>	<u>3,722,938</u>	<u>3,939,697</u>	<u>3,799,059</u>	<u>4,662,119</u>
OTHER FINANCING SOURCES (USES)					
Sale of Capital Assets	4,500	2,356	—	—	—
Transfers In	59,753	59,787	284,208	280,690	271,323
Transfers Out	<u>(5,123,816)</u>	<u>(4,467,813)</u>	<u>(4,402,150)</u>	<u>(4,020,222)</u>	<u>(4,928,003)</u>
Total Other Financing Sources (Uses)	<u>(5,059,563)</u>	<u>(4,405,670)</u>	<u>(4,117,942)</u>	<u>(3,739,532)</u>	<u>(4,656,680)</u>
Net Change in Fund Balances	(1,171,560)	(682,732)	(178,245)	59,527	5,439
Fund Balances - July 1	4,054,669	4,737,401	4,915,646	5,085,476	5,080,034
Restatement of Fund Balance	—	—	—	<u>(229,359)</u>	—
Fund Balances - June 30	<u>\$2,883,109</u>	<u>\$4,054,669</u>	<u>\$4,737,401</u>	<u>\$4,915,644</u>	<u>\$5,085,473</u>

(Source: Information taken from the City's audited basic financial statements for the fiscal years ended June 30, 2014 through June 30, 2018.)

RISK FACTORS

The purchase of the Series 2019 Bonds involves certain investment risks. Accordingly, each prospective purchaser of the Series 2019 Bonds should make an independent evaluation of all of the information presented in this Official Statement in order to make an informed investment decision. Certain of these risks are described below; however, it is not intended to be a complete representation of all the possible risks involved:

Uncertainty of Economic Activity and Sales Tax Revenues

The amount of Pledged Sales and Use Taxes to be collected by the City is dependent on several factors beyond the control of the City, including, but not limited to, the state of the United States economy and the economy of the State and the City. Any one or more of these factors could result in the City receiving less Pledged Sales and Use Taxes than anticipated. During periods in which economic activity declines, Pledged Sales and Use Taxes are likely to fall as compared to an earlier year. In addition, Pledged Sales and Use Taxes are dependent on the volume of the transactions subject to the tax. From time to time, proposals have been made by the Utah State Legislature (the “State Legislature”) to add or remove certain types of purchases from the sales tax and the State (like many other states) has recognized the potential reduction in sales tax revenues because of purchases made through the internet and other non-traditional means. The City cannot predict what impact these issues may have on the Pledged Sales and Use Taxes it receives.

Legislative Changes to Sales Tax Statutes

The State Legislature has authority to alter the statutes under which the City derives its various sales and use tax revenues, including specifically the Pledged Sales and Use Taxes. From time to time proposals are discussed and introduced to change these statutes, including changes that could significantly reduce the amount of Pledged Sales and Use Taxes the City receives. This can be done by, among other things, expanding or diminishing the sales tax base, reducing rates or altering the formula by which the tax revenues are allocated among the counties, cities and towns within the State.

In particular, the City notes that a bill presented to the State Legislature in its regular 2019 session proposed to reduce the Statewide Tax while broadening the sales tax base to include certain services not previously taxed but also generally limiting certain increases in the amount of revenues received by cities, towns, and counties and attempting to hold them harmless for certain changes effected by the bill. This bill did not pass, but it should be noted that it was a part of a larger effort by some State legislators and supported by the Governor to expand the base subject to sales and use taxes and cut the Statewide tax rate. In furtherance of this effort, a “Tax Restructuring and Equalization Task Force” was formed by the State Legislature to explore ways to restructure the State’s sales and income tax systems and draft related legislation to be considered in a special session of the State Legislature later in 2019 or in the 2020 regular session.

The City cannot predict whether the State Legislature will change the sales and use tax base, rates, and/or distribution methods, including changes that could affect Pledged Sales and Use Taxes at some point in the future. Consequently, no assurance can be given that the Revenues from Pledged Sales and Use Taxes will remain sufficient for the payment of the principal or interest on the Bonds, and the City is limited by State law in its ability to increase the rate of such taxes.

Series 2019 Bonds are Limited Obligations

The Series 2019 Bonds are special limited obligations of the City, payable solely from the Revenues, moneys, securities and funds pledged therefor in the Indenture. The Revenues consist primarily of [the Pledged Network Revenues, the Pledged Sales and Use Taxes, and the Pledged Franchise Taxes.] The Series 2019 Bonds do not constitute a general obligation indebtedness nor are they secured by a pledge of the ad valorem taxing power or the full faith and credit of the City, and are not obligations of the State or any other agency or other political subdivision or entity of the State. The City will not mortgage or grant any security interest in the improvements refinanced with the proceeds of the Series 2019 Bonds or any portion thereof to secure payment of the Series 2019 Bonds.

Limitation on Increasing Rates for Pledged Taxes

The City currently levies the maximum rate allowed under Utah law for the Pledged Sales and Use Taxes and for the Pledged Franchise Taxes. No assurance can be given that the Pledged Taxes will remain sufficient for the payment of the principal or interest on the Series 2019 Bonds and the City is limited by Utah law in its ability to increase the rate of such taxes.

[No Reserve Fund Requirement for the Series 2019 Bonds]

[Pursuant to the Indenture, each Series of Bonds may be secured by a separate subaccount in the Debt Service Reserve Fund. Upon the issuance of the Series 2019 Bonds there will be no funding of a subaccount of the Debt Service Reserve Fund with respect to the Series 2019 Bonds.]

LEGAL MATTERS

Absence of Litigation

[Kasey Wright, Esq.], Esq., City Attorney, will certify as of the date of delivery of the Series 2019 Bonds that, to the best of his knowledge after due inquiry, there is no pending or threatened litigation that would legally stop, enjoin, or prohibit the issuance, sale or delivery of the Series 2019 Bonds.

General

The authorization and issuance of the Series 2019 Bonds are subject to the approval of Gilmore & Bell, P.C., Bond Counsel to the City, and certain other conditions. Certain matters relating to disclosure will be passed upon for the City by Gilmore & Bell, P.C., Disclosure Counsel to the City. Certain legal matters will be passed upon for the City by the City Attorney, [Kasey Wright, Esq.] The approving opinion of Bond Counsel will be delivered with the Series 2019 Bonds. A copy of the opinion of Bond Counsel in substantially the form set forth in APPENDIX C of this OFFICIAL STATEMENT will be made available upon request from the contact person as indicated under “INTRODUCTION—Contact Persons” above.

TAX MATTERS

The following is a summary of the material federal and State income tax consequences of holding and disposing of the Series 2019 Bonds. This summary is based upon laws, regulations, rulings and judicial decisions now in effect, all of which are subject to change (possibly on a retroactive basis). This summary does not discuss all aspects of federal income taxation that may be relevant to investors in light of their personal investment circumstances or describe the tax consequences to certain types of owners subject to special treatment under the federal income tax laws (for example, dealers in securities or other persons who do not hold the Series 2019 Bonds as a capital asset, tax-exempt organizations, individual retirement accounts and other tax deferred accounts, and foreign taxpayers), and, except for the income tax laws of the State, does not discuss the consequences to an owner under any state, local or foreign tax laws. The summary does not deal with the tax treatment of persons who purchase the Series 2019 Bonds in the secondary market. Prospective investors are advised to consult their own tax advisors regarding federal, state, local and other tax considerations of holding and disposing of the Series 2019 Bonds.

Opinion of Bond Counsel

In the opinion of Gilmore & Bell, P.C., Bond Counsel to the City, under the law currently existing as of the issue date of the Series 2019 Bonds:

Federal Tax Exemption. The interest on the Series 2019 Bonds is excludable from gross income for federal income tax purposes.

Alternative Minimum Tax. The interest on the Series 2019 Bonds is not an item of tax preference for purposes of computing the federal alternative minimum tax.

Bond Counsel's opinions are provided as of the date of the original issue of the Series 2019 Bonds, subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986, as amended (the "Code") that must be satisfied subsequent to the issuance of the Series 2019 Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The City has covenanted to comply with all such requirements. Failure to comply with certain of such requirements may cause the inclusion of interest on the Series 2019 Bonds in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2019 Bonds.

State of Utah Tax Exemption. The interest on the Series 2019 Bonds is exempt from State individual income taxes.

Bond Counsel is expressing no opinion regarding other federal, state or local tax consequences arising with respect to the Series 2019 Bonds but has reviewed the discussion under the heading "TAX MATTERS."

Other Tax Consequences

[Original Issue Premium. For federal income tax purposes, premium is the excess of the issue price of a Bond over its stated redemption price at maturity. The issue price of a Bond is generally the first price at which a substantial amount of the Series 2019 Bonds of that maturity have been sold to the public. Under Section 171 of the Code, premium on tax-exempt bonds amortizes over the term of the Series 2019 Bond using constant yield principles, based on the purchaser's yield to maturity. As premium is amortized, the owner's basis in the Series 2019 Bond and the amount of tax-exempt interest received will be reduced by the amount of amortizable premium properly allocable to the owner, which will result in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes on sale or disposition of the Series 2019 Bond prior to its maturity. Even though the owner's basis is reduced, no federal income tax deduction is allowed. Prospective investors should consult their own tax advisors concerning the calculation and accrual of bond premium.]

[Original Issue Discount. For federal income tax purposes, original issue discount is the excess of the stated redemption price at maturity of a Series 2019 Bond over its issue price. The issue price of a Series 2019 Bond is generally the first price at which a substantial amount of the Series 2019 Bonds of that maturity have been sold to the public. Under Section 1288 of the Code, original issue discount on tax-exempt bonds accrues on a compound basis. The amount of original issue discount that accrues to an owner of a Series 2019 Bond during any accrual period generally equals (1) the issue price of that Series 2019 Bond, plus the amount of original issue discount accrued in all prior accrual periods, multiplied by (2) the yield to maturity on that Series 2019 Bond (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period), minus (3) any interest payable on that Series 2019 Bond during that accrual period. The amount of original issue discount accrued in a particular accrual period will be considered to be received ratably on each day of the accrual period, will be excludable from gross income for federal income tax purposes, and will increase the owner's tax basis in that Series 2019 Bond. Prospective investors should consult their own tax advisors concerning the calculation and accrual of original issue discount.]

Sale, Exchange or Retirement of Bonds. Upon the sale, exchange or retirement (including redemption) of a Bond, an owner of the Series 2019 Bond generally will recognize gain or loss in an amount equal to the difference between the amount of cash and the fair market value of any property received on the sale, exchange or retirement of the Series 2019 Bond (other than in respect of accrued and unpaid interest) and such owner's adjusted tax basis in the Series 2019 Bond. To the extent a Bond is held as a capital asset, such gain or loss will be capital gain or loss and will be long-term capital gain or loss if the Series 2019 Bond has been held for more than 12 months at the time of sale, exchange or retirement.

Reporting Requirements. In general, information reporting requirements will apply to certain payments of principal, interest and premium paid on the Series 2019 Bonds, and to the proceeds paid on the sale of the Series 2019 Bonds, other than certain exempt recipients (such as corporations and foreign entities). A backup withholding tax will apply to such payments if the owner fails to provide a taxpayer identification number or certification of foreign or

other exempt status or fails to report in full dividend and interest income. The amount of any backup withholding from a payment to an owner will be allowed as a credit against the owner's federal income tax liability.

Collateral Federal Income Tax Consequences. Prospective purchasers of the Series 2019 Bonds should be aware that ownership of the Series 2019 Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, financial institutions, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits, certain S corporations with "excess net passive income," foreign corporations subject to the branch profits tax, life insurance companies, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry or have paid or incurred certain expenses allocable to the Series 2019 Bonds. Bond Counsel expresses no opinion regarding these tax consequences. Purchasers of Bonds should consult their tax advisors as to the applicability of these tax consequences and other federal income tax consequences of the purchase, ownership and disposition of the Series 2019 Bonds, including the possible application of state, local, foreign and other tax laws.

UNDERWRITER

George K. Baum & Company, as underwriter of the Series 2019 Bonds has agreed, subject to certain conditions, to purchase all of the Series 2019 Bonds from the City at an aggregate price of \$_____ (which consists of the principal amount of the Series 2019 Bonds, [plus/less [net] original issue [premium/discount] of \$_____ and less an Underwriter's discount of \$_____). The Underwriter has advised the City that the Series 2019 Bonds may be offered and sold to certain dealers (including dealers depositing the Series 2019 Bonds into investment trusts) at prices lower than the initial public offering prices set forth on the inside front cover page of the Official Statement and that such public offering prices may be changed from time to time.

RATING

_____ ("____") has assigned a rating of "____" to the Series 2019 Bonds.

Any explanation of the significance of such rating may only be obtained from the rating service furnishing the same. There is no assurance that the rating given the Series 2019 Bonds will continue for any given period of time or that the rating will not be revised downward or withdrawn entirely by the rating agencies if, in their judgment, circumstances so warrant. Any such downward revision or withdrawal of such ratings may have an adverse effect on the market price of the Series 2019 Bonds.

CONTINUING DISCLOSURE

The City, for the benefit of the beneficial owners of the Series 2019 Bonds, will agree to send certain information annually and to provide notice of certain events to certain information repositories pursuant to the requirements of Section (b)(5) of Rule 15c2-12 (the "Rule") of the Securities and Exchange Commission. See "APPENDIX D—PROPOSED FORM OF CONTINUING DISCLOSURE UNDERTAKING" below.

A failure by the City to comply with the Undertaking will not constitute a default under the Indenture, and beneficial owners of the Series 2019 Bonds are limited to the remedies described in the Undertaking. A failure by the City to comply with the Undertaking must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Series 2019 Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Series 2019 Bonds and their market price.

MISCELLANEOUS

Independent Accountants

The financial statements of the City as of June 30, 2018 and for the year then ended, included in this Official Statement, have been audited by Larson & Company, P.C. Spanish Fork, Utah (“Larson & Company”), as stated in their report in APPENDIX A to this Official Statement. Larson & Company has not been asked to consent to the use of its name and audited financial report of the City for fiscal year ended June 30, 2018, in this Official Statement.

Municipal Advisor

The City has entered into an agreement with Lewis Young Robertson & Burningham, Inc., Salt Lake City, Utah (the “Municipal Advisor”) whereunder the Municipal Advisor provides financial recommendations and guidance to the City with respect to preparation for sale of the Series 2019 Bonds, timing of sale, bond market conditions, costs of issuance and other factors relating to the sale of the Series 2019 Bonds. The Municipal Advisor has read and participated in the drafting of certain provisions of this Official Statement. The Municipal Advisor has not audited, authenticated or otherwise verified the information set forth in the Official Statement, or any other related information available to the City, with respect to accuracy and completeness of disclosure of such information, and no guaranty, warranty or other representation is made by the Municipal Advisor respecting accuracy and completeness of the Official Statement or any other matters related to the Official Statement. The Municipal Advisor fees are contingent upon the sale and delivery of the Series 2019 Bonds.

Additional Information

All quotations contained herein from and summaries and explanations of the State Constitution, statutes, programs and laws of the State, court decision and the Indenture, do not purport to be complete, and the reference is made to said State Constitution, statutes, programs, laws, court decisions and the Indenture for full and complete statements of their respective provisions.

Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representation of fact.

This Preliminary Official Statement is in a form “deemed final” by the City for purposes for Rule 15c2-12 of the Securities and Exchange Commission.

The appendices attached hereto are an integral part of this Official Statement and should be read in conjunction with the foregoing material.

This Official Statement has been duly authorized and delivered by the City.

AMERICAN FORK CITY, UTAH

APPENDIX A**AUDITED BASIC FINANCIAL STATEMENTS WITH INDEPENDENT AUDITOR'S REPORT
FOR THE FISCAL YEAR ENDED JUNE 30, 2018**

The basic financial statements for the fiscal year ended June 30, 2018 are contained herein. Copies of current and prior financial reports are available upon request from the contact person as indicated under "INTRODUCTION—Contact Persons" above.

APPENDIX B

DEMOGRAPHIC AND ECONOMIC INFORMATION REGARDING UTAH COUNTY

The tables in this appendix contain information with respect to Utah County (the “County”), the area in which the City is generally located. For additional information regarding the City, see “APPENDIX A— AUDITED BASIC FINANCIAL STATEMENTS WITH INDEPENDENT AUDITOR’S REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2018.”

General

The County is situated in the north central portion of the State. Incorporated in 1853, the County is bordered on the north by Salt Lake County and encompasses approximately 2,000 square miles of land.

Population

<u>Year</u>	<u>County</u>	<u>% Change</u>	<u>State of Utah</u>	<u>% Change</u>
2018	622,213	2.6%	3,161,105	1.9%
2017	606,503	2.8	3,103,118	2.0
2016	590,082	3.0	3,042,613	2.0
2015	572,650	2.1	2,982,497	1.5
2014	560,751	1.7	2,937,399	1.4
2013	551,333	2.2	2,897,927	1.6
2012	539,704	1.7	2,853,467	1.4
2011	530,658	2.7	2,814,216	1.8
2010 Census	516,564	40.2	2,763,885	23.8
2000 Census	368,536	39.8	2,233,169	29.6
1990 Census	263,590	20.9	1,722,850	17.9

(Source: U.S. Census Bureau (estimates as of July 1 for years 2011-2018).)

Rate of Unemployment—Annual Average

<u>Year</u>	<u>County</u>	<u>State of Utah</u>	<u>United States</u>
2018	2.8%	3.1%	3.9%
2017	2.9	3.2	4.4
2016	3.1	3.4	4.9
2015	3.3	3.6	5.3
2014	3.5	3.8	6.2
2013	4.2	4.6	7.4
2012	5.0	5.4	8.1

(Source: Utah Department of Workforce Services, and U.S. Bureau of Labor Statistics.)

Economic Indicators of the County

<u>LABOR FORCE</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
Labor Force	299,868	290,882	279,346	266,005	255,066
Employed	291,391	282,347	270,835	257,332	246,156
Unemployed	8,477	8,535	8,511	8,673	8,910
Rate	2.80%	2.90%	3.00%	3.30%	3.50%
Average Employment	258,857	245,853	234,548	222,236	208,836
% Change Prior Year	5.29	4.82	5.54	6.42	4.75
<i>Average Employment by Sector:</i>					
Agriculture, Forestry, Fishing & Hunting	1,189	1,169	1,209	1,166	1,159
Mining	133	100	72	88	111
Utilities	633	651	682	604	598
Construction	24,711	22,868	21,255	18,689	16,422
Manufacturing	19,129	18,313	17,611	17,646	17,773
Wholesale Trade	7,152	6,748	6,408	6,716	6,222
Retail Trade	32,965	31,793	29,911	28,137	25,441
Transportation and Warehousing	5,035	484	4,529	4,283	3,993
Information	13,148	12,975	12,803	11,516	10,317
Finance and Insurance	5,817	5,419	5,010	4,881	4,509
Real Estate, Rental and Leasing	3,018	2,819	2,618	2,356	2,306
Professional, Scientific and Technical Services	21,459	18,563	17,335	16,476	15,284
Management of Companies and Enterprises	1,559	1,373	1,409	1,191	1,239
Admin., Support, Waste Mgmt, Remediation	15,181	14,027	13,323	12,388	11,242
Education Services	43,335	43,098	41,561	40,049	39,137
Health Care and Social Assistance	30,485	28,676	27,543	26,292	24,934
Arts, Entertainment, and Recreation	4,848	4,643	4,460	4,249	3,883
Accommodation and Food Services	18,656	17,394	16,770	15,799	14,793
Other Services	5,525	5,446	5,215	4,979	4,774
Public Administration	6,069	6,142	6,031	5,889	5,850
Unclassified Establishments	-	-	6	-	-
Total Establishments	16,732	15,719	14,955	14,298	13,663
Total Wages (\$Millions)	11,465.2	10,255.6	9,514.6	8,779.9	7,874.3
<u>INCOME AND WAGES</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
Total Personal Income (\$000)	n/a	23,134,496	22,025,557	20,456,524	18,671,591
Median Household Income	n/a	70,461	69,568	65,425	60,957
Per Capita Income	n/a	38,149	37,301	35,698	33,288
Average Monthly Nonfarm Wage	3,691	3,476	3,380	3,292	3,157
<u>SALES AND CONSTRUCTION</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
Gross Taxable Sales (\$M)	10,173.9	9,556.5	8,679.1	8,151.1	7,555.1
Dwelling Unit Permits	6,715	6,836	3,988	4,476	5,208
Total Permit Authorized Const. (\$M)	2,359,864.7	2,334,779.6	2,086,652.5	1,923,746.4	1,466,887.6
New Residential Const. (\$M)	1,635,979.8	1,508,031.4	968,082.7	1,242,972.3	938,627.2
New Nonresidential Const. (\$M)	523,037.4	622,025.9	896,790.7	451,452.0	359,438.5

(Sources: Utah Department of Workforce Services; U.S. Department of Commerce, Bureau of Economic Analysis.)

Major Employers

The following is a list of the largest employers in the County based on 2017 annual averages.

<u>Company</u>	<u>Industry</u>	<u>Average Annual Employment</u>
Brigham Young University	Colleges, Universities, and Professional Schools	15,000-19,999
Alpine School District	Elementary and Secondary Schools	7,000-9,999
Utah Valley University	Colleges, Universities, and Professional Schools	5,000-6,999
Utah Valley Regional Medical Center	General Medical and Surgical Hospitals	5,000-6,999
Vivint	Building Equipment Contractors	3,000-3,999
Nebo School District	Elementary and Secondary Schools	3,000-3,999
Wal-Mart	Other General Merchandise Stores	2,000-2,999
State of Utah	Government	2,000-2,999
RBD Acquisition	Services to Buildings and Dwellings	2,000-2,999
Young Living Essential Oils	Direct Selling Establishments	2,000-2,999
Vivint Solar	Building Equipment Contractors	1,000-1,999
Provo School District	Elementary and Secondary Schools	1,000-1,999
Nexeo Staffing	Employment Services	1,000-1,999
Doterra International	Direct Selling Establishments	1,000-1,999
IM Flash Technologies	Semiconductor/Electronic Component Manf	1,000-1,999
Entrata	Data Processing, Hosting, and Related Services	1,000-1,999
Provo City	Government	1,000-1,999
Smiths Food & Drug	Grocery Stores	1,000-1,999
Adobe Systems	Software Publishers	1,000-1,999
Sundance Resort	Traveler Accommodation	1,000-1,999
Utah County	Government	1,000-1,999
Chrysalis	Individual and Family Services	1,000-1,999
Nu Skin	Drugs and Druggists' Sundries Merchant Wholesalers	1,000-1,999
Nestle Prepared Foods	Food Manufacturing	1,000-1,999
Central Utah Medical Clinic	Offices of Physicians	1,000-1,999
Response Marketing Group	Business Support Services	1,000-1,999
Sykes Enterprises Incorporated	Management, Scientific, & Technical Consulting Srvc	1,000-1,999
Qualtrics	Professional, Scientific, and Technical Srvc	500-999
Bamboo HR	Computer Systems Design and Related Srvc	500-999
Orem City	Government	500-999
Ancestry.Com	Other Information Srvc	500-999
Costco	Other General Merchandise Stores	500-999
Alpine Building	Residential Building Construction	500-999
Lehi City	Government	500-999
Citizens Telecommunications	Wired Telecommunications Carriers	500-999
Maceys	Grocery Stores	500-999
Domo	Software Publishers	500-999
Elwood Staffing Services	Employment Services	500-999
US Synthetic Corporation	Nonmetallic Mineral Product Manufacturing	500-999
US Postal Service	Postal Service	500-999
Results Customer Solutions	Business Support Services	500-999
Solutionreach, Inc.	Computer Systems Design and Related Srvc	500-999
Xactware Solutions, Inc.	Computer Systems Design and Related Srvc	500-999
Timpanogos Regional Medical Srvc	General Medical and Surgical Hospitals	500-999
Younique	Electronic Shopping and Mail-Order Houses	500-999
The Home Depot	Building Material and Supplies Dealers	500-999
UHS of Provo Canyon, Inc.	Elementary and Secondary Schools	500-999
Purple Innovation	Scientific Research and Development Services	500-999
Bank of American Fork	Depository Credit Intermediation	500-999
Lowe's	Building Material and Supplies Dealers	500-999

(Source: Utah Department of Workforce Services.)

APPENDIX C

PROPOSED FORM OF OPINION OF BOND COUNSEL

Upon the issuance of the Series 2019 Bonds, Gilmore & Bell, P.C., Bond Counsel, proposes to issue its approving opinion in substantially the following form:

We have acted as bond counsel for American Fork City, Utah (the “City”) in connection with the issuance by the City of its \$_____ Telecommunications, Franchise and Sales Tax Revenue Bonds, Series 2019 (the “Series 2019 Bonds”) pursuant to (i) the Local Government Bonding Act, Title 11, Chapter 14 (the “Act”), Utah Code Annotated 1953, as amended, and other applicable provisions of law; (ii) a resolution of the City adopted on August 13, 2019 (the “Resolution”), which provides for the issuance of the Series 2019 Bonds; and (iii) a General Indenture of Trust dated as of _____ 1, 2019 (the “General Indenture”), between the City and _____, as trustee (the “Trustee”), as supplemented by a First Supplemental Indenture of Trust dated as of _____ 1, 2019 (the “First Supplemental Indenture,” and together with the General Indenture, the “Indenture”), between the City and the Trustee. The Series 2019 Bonds are being issued by the City for the purpose of (i) financing [the expansion and upgrade of its existing broadband system and related improvements, including any contingencies] (collectively, the “Series 2019 Project”); [(ii) funding a deposit to a debt service reserve fund;] (iii) providing for capitalized interest with respect to the Series 2019 Bonds; and (iv) paying costs of issuance of the Series 2019 Bonds.

We have examined the law and such certified proceedings and other documents as we deem necessary to render this opinion. As to questions of fact material to our opinion, we have relied upon the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation. Our opinion is limited to the matters expressly set forth herein, and we express no opinion concerning any other matters.

Based on our examination and the foregoing, we are of the opinion as of the date hereof and under existing law, as follows:

1. The Indenture has been authorized, executed and delivered by the City, constitutes a valid and binding obligation of the Issuer enforceable against the City and creates a valid lien on the Revenues (as defined in the Indenture) and the other amounts pledged thereunder for the security of the Series 2019 Bonds.
2. The Series 2019 Bonds are valid and binding special obligations of the City payable solely from the Revenues and other amounts pledged therefor in the Indenture, and the Series 2019 Bonds do not constitute a general obligation indebtedness of the Issuer within the meaning of any state constitutional provision or statutory limitation, nor a charge against the general credit or ad valorem taxing power of the City.
3. The interest on the Series 2019 Bonds [(including any original issue discount properly allocable to an owner thereof)] is excludable from gross income for federal income tax purposes and is not an item of tax preference for purposes of computing the federal alternative minimum tax. The opinions set forth in this paragraph are subject to the condition that the Issuer complies with all requirements of the Internal Revenue Code of 1986, as amended (the “Code”), that must be satisfied subsequent to the issuance of the Series 2019 Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The City has covenanted to comply with all of these requirements. Failure to comply with certain of these requirements may cause the interest on the Series 2019 Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2019 Bonds.
4. Interest on the Series 2019 Bonds is exempt from State of Utah individual income taxes.

We express no opinion herein regarding the accuracy, completeness or sufficiency of the Official Statement or any other offering material relating to the Series 2019 Bonds.

The rights of the holders of the Series 2019 Bonds and the enforceability thereof and of the documents identified in this opinion may be subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent

conveyance, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent applicable, and their enforcement may be subject to the application of equitable principles and the exercise of judicial discretion in appropriate cases.

This opinion is given as of its date, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may come to our attention or any changes in law that may occur after the date of this opinion.

Respectfully submitted,

APPENDIX D

PROPOSED FORM OF CONTINUING DISCLOSURE UNDERTAKING

This Continuing Disclosure Undertaking (the “Disclosure Undertaking”) is executed and delivered by American Fork City, Utah (the “City”) in connection with the issuance of the City’s Telecommunications, Franchise and Sales Tax Revenue Bonds, Series 2019 in the aggregate principal amount of \$_____ (the “Series 2019 Bonds”). The Series 2019 Bonds are being issued pursuant to (i) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, and other applicable provisions of law; (ii) a resolution of the City adopted on August 13, 2019, which provides for the issuance of the Series 2019 Bonds; and (iii) a General Indenture of Trust dated as of _____ 1, 2019 (the “General Indenture”), as supplemented by a First Supplemental Indenture of Trust dated as of _____ 1, 2019 (the “First Supplemental Indenture,” and together with the General Indenture, the “Indenture”), each between the City and _____, as trustee (the “Trustee”).

The City hereby acknowledges that it is an “obligated person” within the meaning of the hereinafter defined Rule and the only “obligated person” with respect to the Series 2019 Bonds. In connection with the aforementioned transactions, the City covenants as follows:

Section 1. Purpose of the Undertaking. This Disclosure Undertaking is being executed and delivered by the City for the benefit of the Bondholders and Beneficial Owners of the Series 2019 Bonds and to assist the Participating Underwriter in complying with the Rule (each as defined below).

Section 2. Definitions. In addition to the definitions set forth in the Resolution or parenthetically defined herein, which apply to any capitalized terms used in this Disclosure Undertaking unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Disclosure Report” shall mean any Annual Disclosure Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Undertaking.

“Beneficial Owner” shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories, or other intermediaries) or (b) is treated as the owner of any Bonds for federal income tax purposes.

“Dissemination Agent” shall mean, initially, the City, or any successor Dissemination Agent designated in writing by the City and which has filed with the City a written acceptance of such designation.

“Financial Obligation” means a (a) debt obligation, (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) guarantee of (a) or (b) in this definition; provided however, the term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“Listed Events” shall mean any of the events listed in Section 5 of this Disclosure Undertaking.

“MSRB” shall mean the Municipal Securities Rulemaking Board, the address of which is currently 1300 I Street, NW, Suite 1000, Washington D.C. 20005; Telephone (202) 838-1500; the current website address of which is www.msrb.org and www.emma.org (for municipal disclosures and market data).

“Official Statement” shall mean the Official Statement of the City dated _____, 2019, relating to the Series 2019 Bonds.

“Participating Underwriter” shall mean George K. Baum & Company, as the original underwriter of the Series 2019 Bonds.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 3. Provision of Annual Reports.

(a) The City shall prepare an Annual Disclosure Report and shall, or shall cause the Dissemination Agent to, not later than January 31 of each year, commencing with the fiscal year ending June 30, 2019, provide or cause to be provided to the MSRB its Annual Disclosure Report which is consistent with the requirements of Section 4 of this Disclosure Undertaking. Not later than fifteen (15) business days prior to said date, the City shall provide the Annual Disclosure Report to the Dissemination Agent. In each case, the Annual Disclosure Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Undertaking; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Disclosure Report, and later than the date required above for the filing of the Annual Disclosure Report if they are not available by that date. If the City's fiscal year changes, it shall give notice of such change in the same manner as for Listed Event under Section 5(f).

(b) If by fifteen (15) business days prior to the date specified in subsection (a) for providing the Annual Disclosure Report to the MSRB, the Dissemination Agent has not received a copy of the City's Annual Disclosure Report, the Dissemination Agent shall contact the City to determine if the City is in compliance with subsection (a).

(c) If the Dissemination Agent is unable to verify that the Annual Disclosure Report has been provided to the MSRB by the date required in subsection (a), the Dissemination Agent shall, in a timely manner, send a notice to the MSRB.

(d) The Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Disclosure Report, the website address to which the MSRB directs the Annual Disclosure Report; and

(ii) file a report with the City certifying that the Annual Disclosure Report has been provided pursuant to this Disclosure Undertaking, stating the date it was provided and the website address to which it was provided.

Section 4. Content of Annual Reports. (a) The City's Annual Disclosure Report shall contain or incorporate by reference the following:

(i) A copy of the City's annual financial statements prepared in accordance with generally accepted accounting principles audited by a firm of certified public accountants. If the City's audited annual financial statements are not available by the time specified in Section 3(a) above, unaudited financial statements will be provided as part of the Annual Disclosure Report and audited financial statements will be provided when and if available.

(ii) An update of the information of the type contained in the Official Statement in the tables under the headings "DEBT STRUCTURE OF THE CITY—Outstanding Municipal Debt of the City," "FINANCIAL INFORMATION REGARDING THE CITY—Five-Year Financial Summaries," "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS—Pledged Broadband Revenues [*only at such time as the Network begins producing net revenues*]" "Pledged Sales and Use Taxes," and "Pledged Franchise Taxes."

(b) Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues of the City or related public entities, which have been submitted to the MSRB or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The City shall clearly identify each such document incorporated by reference.

Section 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the City shall give or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Series 2019 Bonds in a timely manner but not more than ten (10) business days after the event:

- (i) Principal and interest payment delinquencies;
- (ii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iii) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (iv) Substitution of credit or liquidity providers, or their failure to perform;
- (v) Adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2019 Bonds;
- (vi) Defeasances;
- (vii) Tender offers;
- (viii) Bankruptcy, insolvency, receivership or similar proceedings;
- (ix) Rating changes; or
- (x) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

(b) Pursuant to the provisions of this Section 5, the City shall give or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Series 2019 Bonds in a timely manner not more than ten (10) business days after the Listed Event, if material:

- (i) Mergers, consolidations, acquisitions, the sale of all or substantially all of the assets of the obligated persons or their termination;
- (ii) Appointment of a successor or additional trustee or the change of the name of a trustee;
- (iii) Non-payment related defaults;
- (iv) Modifications to the rights of the owners of the Series 2019 Bonds;
- (v) Series 2019 Bond calls;
- (vi) Release, substitution or sale of property securing repayment of the Series 2019 Bonds; or
- (vii) Incurrence of a Financial Obligation of the City or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders.

(c) Whenever the City obtains knowledge of the occurrence of a Listed Event, whether because of a notice from the Trustee or otherwise, the City shall as soon as possible determine if such event would be material under applicable federal securities laws.

(d) If the City has determined that knowledge of the occurrence of a Listed Event would be material under applicable federal securities laws, the City shall promptly notify the Dissemination Agent in writing. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (f).

(e) If the City determines that the Listed Event would not be material under applicable federal securities laws, the City shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (f).

(f) If the Dissemination Agent has been instructed by the City to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence with the MSRB in a timely manner not more than ten (10) business days after the Listed Event.

Section 6. Termination of Reporting Obligation. The City's obligations under this Disclosure Undertaking shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Series 2019 Bonds. If such termination occurs prior to the final maturity of the Series 2019 Bonds, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5(f).

Section 7. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist the City in carrying out its obligations under this Disclosure Undertaking, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

Section 8. Amendment, Waiver. Notwithstanding any other provision of this Disclosure Undertaking, the City may amend this Disclosure Undertaking and any provision of this Disclosure Undertaking may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, 5(a) or 5(b), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Series 2019 Bonds, or the type of business conducted;

(b) The Disclosure Undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Series 2019 Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Holders of the Series 2019 Bonds in the same manner as provided in the Resolution for amendments to the Resolution with the consent of Holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the Series 2019 Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Undertaking, the City shall describe such amendment in the next Annual Disclosure Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the City. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5, and (ii) the Annual Disclosure Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Undertaking shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Undertaking or any other means of communication, or including any other information in any Annual Disclosure Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Undertaking. If the City chooses to include any information in any Annual Disclosure Report or notice of occurrence

of a Listed Event in addition to that which is specifically required by this Disclosure Undertaking, the City shall have no obligation under this Disclosure Undertaking to update such information or include it in any future Annual Disclosure Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the City to comply with any provision of this Undertaking, any holder or Beneficial Owner of the Series 2019 Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Undertaking. A default under this Disclosure Undertaking shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Undertaking shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Undertaking, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence, gross negligence or willful misconduct. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Series 2019 Bonds.

Section 12. Beneficiaries. This Disclosure Undertaking shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and the Holders and Beneficial Owners from time to time of the Series 2019 Bonds, and shall create no rights in any other person or entity.

DATE: _____.

AMERICAN FORK CITY, UTAH

(SEAL)

Mayor

ATTEST & COUNTERSIGN:

City Recorder

APPENDIX E

PROVISIONS REGARDING BOOK-ENTRY ONLY SYSTEM

DTC will act as securities depository for the Series 2019 Bonds. The Series 2019 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for each maturity of the Series 2019 Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2019 Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2019 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Series 2019 Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2019 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2019 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Series 2019 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial

Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series 2019 Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Series 2019 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or the Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2019 Bonds at any time by giving reasonable notice to the City or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.

BOND PURCHASE CONTRACT

\$ _____
 American Fork City, Utah
 Telecommunications, Franchise and Sales Tax Revenue Bonds,
 Series 2019

_____, 2019

American Fork City
 51 East Main Street
 American Fork, Utah 84003

The undersigned, George K. Baum & Company, as the underwriter of the hereinafter defined Series 2019 Bonds (the “Underwriter”), acting on behalf of the Underwriter and not as fiduciary or agent for you, offer to enter into this Bond Purchase Contract (the “Purchase Contract”) with American Fork City, Utah (the “Issuer”) which, upon the acceptance by the Issuer of this offer, shall be in full force and effect in accordance with its terms and shall be binding upon you and the Underwriter.

This offer is made subject to your acceptance and approval on or before 11:59 p.m. Utah Time, on the date hereof. Terms not otherwise defined herein shall have the same meanings as are set forth in the hereinafter referred to Official Statement.

ARTICLE I

SALE, PURCHASE AND DELIVERY

Section 1.1. (a) On the basis of the representations, warranties and agreements contained herein and upon the terms and conditions herein set forth, the Underwriter hereby agrees to purchase, and the Issuer hereby agrees to sell to the Underwriter, all, but not less than all, of the Issuer’s \$ _____ aggregate principal amount of Telecommunications, Franchise and Sales Tax Revenue Bonds, Series 2019 (the “Series 2019 Bonds”), at a purchase price of \$ _____ (representing the principal amount of the Series 2019 Bonds, plus a [net] reoffering premium of \$ _____ and less an Underwriter’s discount of \$ _____) plus accrued interest, if any, from their dated date to the Closing Date (as hereinafter defined). The Series 2019 Bonds will mature on the dates and in the amounts and bear interest at the rates per annum as set forth in Exhibit A hereto.

(b) The Series 2019 Bonds shall be as described in the Official Statement dated _____, 2019, of the Issuer relating to the Series 2019 Bonds (together with all appendices thereto, the “Official Statement”), shall be issued and secured under and pursuant to (i) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the “Act”), and other applicable provisions of law; (ii) a General Indenture of Trust dated as of _____, 2019 (the “General Indenture”), as supplemented by a First

Supplemental Indenture of Trust dated as of _____, 2019 (the “First Supplemental Indenture” and together with the General Indenture, the “Indenture”) each by and between the Issuer and TRUSTEE, as trustee (the “Trustee”); and all as authorized pursuant to a resolution adopted by the City Council of the Issuer on August _____, 2019 (the “Resolution”). The Series 2019 Bonds are payable from and secured solely by the Revenues and all funds (other than the Rebate Fund) described and established by the Indenture. The Series 2019 Bonds are being issued pursuant to the Resolution, the Indenture, and the Act.

(c) The Series 2019 Bonds are being issued for the purpose of (i) financing all or a portion [of the expansion and upgrade of its existing broadband infrastructure (the “Series 2019 Project”); [(ii) funding any necessary debt service reserve fund;] [(iii) paying capitalized interest;] and (iv) paying costs of issuance with respect to the Series 2019 Bonds.

(d) The Indenture, the Series 2019 Bonds, the Resolution, and the Continuing Disclosure Undertaking (defined below), and this Purchase Contract are sometimes referred to collectively herein as the “Transaction Documents.”

(e) The Underwriter agrees to make an initial public offering of the Series 2019 Bonds at the offering prices or yields set forth on the inside front cover page of the Official Statement. The Underwriter may, however, change such initial offering prices or yields as it may deem necessary in connection with the marketing of the Series 2019 Bonds and offer and sell the Series 2019 Bonds to certain dealers (including dealers depositing the Series 2019 Bonds into investment trusts) and others at prices lower than the initial offering prices or yields set forth in the Official Statement. The Underwriter also reserves the right (i) to engage in transactions that stabilize, maintain or otherwise affect the market prices of the Series 2019 Bonds and (ii) to discontinue such transactions, if commenced, at any time without prior notice.

Section 1.2. (a) The Underwriter agrees to assist the Issuer in establishing the issue price of the Series 2019 Bonds and shall execute and deliver to the Issuer at Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 2019 Bonds. All actions to be taken by the Issuer under this section to establish the issue price of the Series 2019 Bonds may be taken on behalf of the Issuer by the Issuer’s municipal advisor identified herein and any notice or report to be provided to the Issuer may be provided to the Issuer’s municipal advisor.

(b) Except as otherwise set forth in Exhibit A attached hereto, the Issuer will treat the first price at which 10% of each maturity of the Series 2019 Bonds (the “10% test”) is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Contract, the Underwriter shall report to the Issuer the price or

prices at which it has sold to the public each maturity of Series 2019 Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Series 2019 Bonds, the Underwriter agrees to promptly report to the Issuer the prices at which it sells the unsold Series 2019 Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date (as defined herein) has occurred, until either (i) the Underwriter has sold all Series 2019 Bonds of that maturity or (ii) the 10% test has been satisfied as to the Series 2019 Bonds of that maturity; provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Issuer or bond counsel. For purposes of this Section, if Series 2019 Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Series 2019 Bonds.

(c) The Underwriter confirms that it has offered the Series 2019 Bonds to the public on or before the date of this Purchase Contract at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Exhibit A attached hereto, except as otherwise set forth therein. Exhibit A also sets forth, as of the date of this Purchase Contract, the maturities, if any, of the Series 2019 Bonds for which the 10% test has not been satisfied and for which the Issuer and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Series 2019 Bonds, the Underwriter will neither offer nor sell unsold Series 2019 Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) the date on which the Underwriter has sold at least 10% of that maturity of the Series 2019 Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the Issuer promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Series 2019 Bonds to the public at a price that is no higher than the initial offering price to the public.

(d) The Underwriter confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Series 2019 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A) (i) to report the prices at which it sells to the public the unsold Series 2019 Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Series 2019 Bonds of that

maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Series 2019 Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Series 2019 Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Series 2019 Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Series 2019 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Series 2019 Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Series 2019 Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Series 2019 Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Series 2019 Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The Issuer acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Series 2019 Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Series 2019 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2019 Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Series 2019 Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Series 2019 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2019 Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Issuer further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the

requirements for establishing issue price of the Series 2019 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2019 Bonds.

(f) The Underwriter acknowledges that sales of any Series 2019 Bonds to any person that is a related party to an underwriter participating in the initial sale of the Series 2019 Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) “public” means any person other than an underwriter or a related party,

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2019 Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2019 Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Series 2019 Bonds to the public),

(iii) a purchaser of any of the Series 2019 Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date of execution of this Purchase Contract by all parties.

Section 1.3. (a) By acceptance and approval of this Purchase Contract, the Issuer hereby authorizes the use of copies of the Official Statement. The Issuer hereby agrees to provide to the Underwriter within seven (7) business days of the date hereof sufficient copies of the Official Statement to enable the Underwriter to comply with the requirements of paragraph (b)(4) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (“Rule 15c2-12”), and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board. The Issuer has heretofore “deemed final” the Preliminary Official Statement dated _____, 2019, and relating to the Series 2019 Bonds (the “Preliminary Official Statement”) for purposes of paragraph (b)(1) of Rule 15c2-12 and the Issuer acknowledges and ratifies the use by the Underwriter prior to the date hereof of

the Preliminary Official Statement in connection with the public offering of the Series 2019 Bonds.

(b) In order to assist the Underwriter in complying with paragraph (b)(5) of Rule 15c2-12, the Issuer will undertake, pursuant to a Continuing Disclosure Undertaking (the “Continuing Disclosure Undertaking”), to be dated as of the Closing Date to provide annual reports and notices of certain events. A form of the Continuing Disclosure Undertaking is set forth as Appendix D to the Preliminary Official Statement and will also be set forth as Appendix D to the Official Statement.

Section 1.4. At approximately 9:00 a.m., Utah time, on _____, 2019, or on such later date as shall be agreed upon in writing by the Issuer and the Underwriter (the “Closing Date”), the Issuer will cause the Series 2019 Bonds to be delivered to or for the account of the Underwriter in definitive form, duly executed and authenticated, at such place designated by the Underwriter and will deliver to the Underwriter the other documents herein mentioned at the offices of Bond Counsel, or such other location as may be mutually agreed upon by the Issuer and the Underwriter. The Underwriter will accept such delivery and pay the purchase price of the Series 2019 Bonds as set forth in paragraph 1.1(a) hereof by wire transfer, payable in federal funds or other immediately available funds to the order of the Trustee (such delivery and payment are herein called the “Closing”). The Series 2019 Bonds shall be initially issued in the form of one fully registered Bond for each maturity of the Series 2019 Bonds, shall be registered in the name of Cede & Co., as nominee for The Depository Trust Company (“DTC”), and shall be made available to DTC or its agent for the account of the Underwriter in New York, New York (or such other place designated by the Underwriter).

ARTICLE II

REPRESENTATIONS, WARRANTIES AND AGREEMENTS OF ISSUER

By its acceptance hereof, the Issuer represents and warrants to and covenants with the Underwriter that:

Section 2.1. The Issuer is a political subdivision and body politic duly organized and existing under the laws of the State of Utah with full power and authority to consummate the transactions contemplated by the Transaction Documents, including the execution, delivery and/or approval of all documents and agreements referred to herein or therein.

Section 2.2. The City Council of the Issuer has duly adopted the Resolution, has duly authorized and approved the distribution of the Preliminary Official Statement and the Official Statement, and has duly authorized and approved the execution and delivery of, and the performance by the Issuer of the obligations on its part contained in the Transaction Documents and, as of the Closing Date, each will be in full force and effect and, as of the Closing Date, neither the Resolution nor any of the Transaction Documents

will have been amended, supplemented, rescinded, repealed or otherwise modified except with the approval of the Underwriter.

Section 2.3. The adoption of the Resolution, the execution and delivery of the Transaction Documents, the compliance by the Issuer with the provisions of any or all of the foregoing documents, and the application of the proceeds of the Series 2019 Bonds for the purposes described in the Official Statement do not and will not conflict with or result in the material breach of any of the terms, conditions or provisions of, or constitute a default under, any existing law, court or administrative regulation, decree or order, agreement, indenture, mortgage, lease or instrument to which the Issuer is a party or by which the Issuer or any of its property is or may be bound.

Section 2.4. The Issuer has duly authorized all necessary action to be taken by it for the adoption of the Resolution; the issuance and sale of the Series 2019 Bonds by the Issuer upon the terms and conditions set forth herein, in the Official Statement, and the Transaction Documents; and the execution, delivery and receipt of the Transaction Documents, and any and all such agreements, certificates and documents as may be required to be executed, delivered and received by the Issuer in order to carry out, effectuate and consummate the transactions contemplated hereby and by the Official Statement, including but not limited to such certifications as may be necessary to establish and preserve the excludability from gross income for federal income tax purposes of interest on the Series 2019 Bonds.

Section 2.5. Except as described in the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against the Issuer or others (a) affecting the existence of the Issuer or the titles of its officers to their respective offices; (b) seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Series 2019 Bonds or the revenues or assets of the Issuer mortgaged, appropriated, encumbered or pledged pursuant to the Indenture; (c) in any way contesting or affecting the validity or enforceability of the Series 2019 Bonds or any of the Transaction Documents or the transactions contemplated thereby; (d) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement; or (e) contesting the powers of the Issuer or any authority for the issuance of the Series 2019 Bonds or the execution and delivery of any of the Transaction Documents.

Section 2.6. When delivered to and paid by the Underwriter at the Closing in accordance with the provisions of this Purchase Contract, the Series 2019 Bonds will have been duly authorized, executed, issued and delivered and will constitute valid and binding special limited obligations of the Issuer in conformity with, and entitled to the benefit and security of the Indenture [on a parity, with respect to the Pledged Sales and Use Taxes only, with the outstanding Sales Tax Obligations as described in the Official Statement].

Section 2.7. The Issuer is not in breach of or in default under any material existing law, court or administrative regulation, decree or order, ordinance, resolution, agreement, indenture, mortgage, lease, sublease or other instrument to which the Issuer is a party or by which the Issuer or its property is bound; and the execution and delivery of

the Series 2019 Bonds, the Transaction Documents, and this Purchase Contract, and compliance with the provisions thereof, will not conflict with or constitute a material breach or a default under any law, administrative regulation, judgment, decree, loan agreement, mortgage, indenture, deed of trust, note, resolution, agreement or other instrument to which the Issuer or its property is or may be bound.

Section 2.8. No event has occurred or is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under the Transaction Documents, or which could have a material adverse effect on the financial condition of the Issuer, receipt by the Issuer of the Revenues, or the transactions contemplated by the Transaction Documents, or have a material adverse effect on the validity or enforceability in accordance with their respective terms of the Transaction Documents or this Purchase Contract or in any way adversely affect the existence or any powers of the Issuer or the titles of its officers to their respective positions or the excludability from gross income for federal income tax purposes of interest on the Series 2019 Bonds.

Section 2.9. The information contained in the Preliminary Official Statement was, as of its date, and will be, as of the Closing Date, true and correct in all material respects. The Preliminary Official Statement does not contain, and the Official Statement, as of its date and as of the Closing Date, will not contain any untrue statement of a material fact, and the Preliminary Official Statement does not omit and the Official Statement, as of its date and as of the Closing Date, will not omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; provided, however, that this representation and warranty shall not be deemed to cover or apply to (x) information provided to the Issuer in writing by the Underwriter and included on the inside front cover page of the Preliminary Official Statement or the Official Statement regarding the principal amount, interest rates, maturities and initial public offering prices of the Series 2019 Bonds or (y) statements in the Preliminary Official Statement or the Official Statement under the captions [“THE SERIES 2019 BONDS—Book-Entry Only System,” “UNDERWRITER,” “APPENDIX F.”]

Section 2.10. The Issuer will not take or omit to take any action which will in any way cause the proceeds from the sale of the Series 2019 Bonds to be applied or result in such proceeds being applied in a manner inconsistent with the Transaction Documents.

Section 2.11. The Issuer hereby authorizes the use of the Official Statement, including all amendments and supplements thereto, by the Underwriter in connection with the public offering and sale of the Series 2019 Bonds and consents to the use by the Underwriter prior to the date hereof of the Preliminary Official Statement in connection with the public offering and sale of the Series 2019 Bonds.

Section 2.12. The Issuer agrees to reasonably cooperate with the Underwriter in any endeavor to qualify the Series 2019 Bonds for offering and sale under the securities or “Blue Sky” laws of such jurisdictions of the United States as the Underwriter may request; provided, however, that the Issuer shall not be required with respect to the offer or sale of

the Series 2019 Bonds to file written consent to suit or to file written consent to service of process in any jurisdiction. The Issuer hereby consents to the use of the Official Statement by the Underwriter in obtaining such qualification.

Section 2.13. If between the date of this Purchase Contract and 25 days following the “end of the underwriting period” (which the Issuer can assume is the Closing Date unless otherwise notified in writing by the Underwriter) any event shall occur which might or would cause the Official Statement to contain any untrue statement of a material fact or to omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstance under which they were made, not misleading, the Issuer shall notify the Underwriter and if, in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Issuer will supplement or amend the Official Statement in a form and in a manner approved by the Underwriter. If the Official Statement is amended or supplemented subsequent to the date hereof and prior to the Closing, the Underwriter may terminate this Purchase Contract by notification to the Issuer at any time prior to the Closing if, in the reasonable judgment of the Underwriter, such amendment or supplement has or will have a material adverse effect on the marketability of the Series 2019 Bonds.

Section 2.14. When executed by the respective parties thereto, this Purchase Contract and the Transaction Documents will constitute legal, valid and binding obligations of the Issuer enforceable in accordance with their respective terms except that the rights and obligations under the Transaction Documents, and this Purchase Contract are subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws affecting creditors’ rights, to the application of equitable principles if equitable remedies are sought, to the exercise of judicial discretion in appropriate cases and to limitations on legal remedies against public agencies in the State of Utah.

Section 2.15. The Issuer has complied, and will at the Closing be in compliance in all respects, with the obligations on its part contained in the Transaction Documents and this Purchase Contract and any and all other agreements relating thereto.

Section 2.16. Each representation, warranty or agreement stated in any certificate signed by any officer of the Issuer and delivered to the Underwriter at or before the Closing shall constitute a representation, warranty, or agreement by the Issuer upon which the Underwriter shall be entitled to rely.

Section 2.17. The Issuer has not otherwise pledged or assigned the Revenues other than to secure and pay the Series 2019 Bonds and the Series 2019 Bonds enjoy a first lien and pledge on the Revenues.

Section 2.18. The Issuer has never failed to pay principal and interest when due on any of its bonded indebtedness or other obligations nor has the Issuer ever failed to appropriate sufficient amounts to timely pay any of its lease obligations;

Section 2.19. The Issuer’s audited financial statements as of, and for the year ended June 30, 2018, a copy of which has heretofore been delivered to the Underwriter,

present fairly the financial position of the Issuer at June 30, 2018, and the results of its operations and changes in financial position for the year then ended; any other statements and data submitted in writing by the Issuer to the Underwriter in connection with this Purchase Contract are true and correct in all material respects as of their respective dates; except as described in the Official Statement and except as otherwise disclosed by the Issuer to the Underwriter, since June 30, 2018, there has been no material adverse change in the condition, financial or otherwise, of the Issuer from that set forth in the audited financial statements as of and for the year ended that date, and the Issuer has not since June 30, 2018, incurred any material liabilities, directly or indirectly, whether or not arising in the ordinary course of its operations;

Section 2.20. [For the past five years the Issuer has been in compliance with each and every continuing disclosure undertaking it has entered into pursuant to Rule 15c2-12, except as disclosed in the Official Statement.].

Section 2.21. The Issuer will not take or omit to take any action that will in any way cause the proceeds from the sale of the Series 2019 Bonds to be applied or result in such proceeds being applied in a manner inconsistent the Indenture.

ARTICLE III

UNDERWRITER'S CONDITIONS

Section 3.1. The Underwriter has entered into this Purchase Contract in reliance upon the performance by the Issuer of its obligations hereunder. The Underwriter's obligations under this Purchase Contract are and shall be subject to the following further conditions:

(a) At the time of Closing for the Series 2019 Bonds, (1) the Transaction Documents shall be in full force and effect and shall not have been revoked, rescinded, repealed, amended, modified or supplemented, except as therein permitted or as may have been agreed to in writing by the Underwriter, and (2) the Issuer shall have duly adopted and there shall be in full force and effect such resolutions and ordinances as, in the opinion of Gilmore & Bell, P.C., bond counsel to the Issuer ("Bond Counsel"), shall be necessary in connection with the transactions contemplated hereby.

(b) The Underwriter may terminate its obligations hereunder by written notice to the Issuer if, at any time subsequent to the date hereof and on or prior to the Closing Date:

(i) (A) Legislation shall have been enacted by the Congress, introduced in the Congress, or recommended to the Congress for passage by the President of the United States or the United States Department of the Treasury or the Internal Revenue Service or any member of the United States Congress, or favorably reported for passage to either House of

Congress by any Committee of such House to which such legislation has been referred for consideration, or (B) a decision shall have been rendered by a court established under Article III of the Constitution of the United States, or the United States Tax Court, or (C) an order, ruling, regulation, or communication (including a press release) shall have been issued by the Treasury Department of the United States or the Internal Revenue Service or (D) any action shall be taken or statement made by or on behalf of the President of the United States or the Department of Treasury or the Internal Revenue Service or any member of the United States Congress which indicates or implies that legislation will be introduced in the current or next scheduled session of the United States Congress, with the purpose or effect, directly or indirectly, of requiring the inclusion in gross income for federal income tax purposes of interest to be received by any owners of the Series 2019 Bonds; or

(ii) Legislation shall be enacted or any action shall be taken by the Securities and Exchange Commission which, in the opinion of the Underwriter, has the effect of requiring the offer or sale of the Series 2019 Bonds to be registered under the Securities Act or any other “security,” as defined in the Securities Act, issued in connection with or as part of the issuance of the Series 2019 Bonds to be so registered or the Indenture to be qualified as an indenture under the Trust Indenture Act of 1939, as amended; or any event shall have occurred or shall exist which, in the reasonable judgment of the Underwriter, makes or has made untrue or incorrect in any respect any statement or information contained in the Official Statement or is not or was not reflected in the Official Statement but should be or should have been reflected therein in order to make the statements or information contained therein not misleading in any material respect; or

(iii) In the reasonable judgment of the Underwriter, it is impractical or inadvisable for the Underwriter to market or sell or enforce agreements to sell Series 2019 Bonds because (A) trading in securities generally shall have been suspended on the New York Stock Exchange, Inc., or a general banking moratorium shall have been established by federal or the State of Utah authorities or a material disruption in commercial banking or securities settlement or clearance services shall have occurred, or (B) the State of Utah shall have taken any action, whether administrative, legislative, judicial or otherwise, which would have a material adverse effect on the marketing or sale of the Series 2019 Bonds, including any action relating to the tax status of the Series 2019 Bonds under federal or Utah law as set forth in the opinion of Bond Counsel attached as Appendix E to the Official Statement, or (C) the United States shall have become engaged in hostilities which have resulted in a declaration of war or a national emergency or there shall have occurred any other outbreak or escalation of hostilities or a national or international calamity or crisis, financial or otherwise; or (D) a war involving the United States of America

shall have been declared or any other conflict involving the armed forces of the United States of America has escalated, in either case to such a magnitude as to materially adversely affect the Underwriter's ability to market the Series 2019 Bonds; (E) there shall have occurred the declaration of a general banking moratorium by any authority of the United States or the States of New York or Utah or if any material disruption in commercial banking or securities settlement or clearance services shall have occurred; or

(iv) Any financial rating assigned to the Series 2019 Bonds or any other obligations of the Issuer by S&P Global Ratings ("S&P"), Fitch Ratings, Inc. ("Fitch"), or Moody's Investors Service, Inc. ("Moody's"), as the case may be, shall have been downgraded, withdrawn, or any other action taken, and such action, in the opinion of the Underwriter, has a material adverse effect on the marketability of the Series 2019 Bonds; or

(v) Any litigation shall be instituted, pending or threatened (A) to restrain or enjoin the issuance, sale or delivery of the Series 2019 Bonds, (B) in any way contesting or affecting any authority for or the validity of the Series 2019 Bonds, any of the proceedings of the Issuer or the Trustee taken with respect to the issuance or sale thereof, the pledge, appropriation or application of any moneys or securities provided for the payment of the Series 2019 Bonds, or (C) in any way contesting or affecting the existence or powers of the Issuer or the Trustee or the titles of their officers to their respective offices; or

(vi) Any other event or circumstances shall have occurred which shall be beyond the reasonable control of the Underwriter and, in the opinion of the Underwriter, might in any way have a material adverse effect on the marketability of the Series 2019 Bonds.

(c) At or prior to the Closing, the Underwriter shall receive the following:

(i) The approving opinion of Gilmore & Bell, P.C., Bond Counsel, dated the Closing Date, in substantially the form attached as Appendix E to the Official Statement;

(ii) The letter of Gilmore & Bell, P.C., as disclosure counsel to the Issuer, dated the Closing Date and addressed to the Underwriter, in standard form for similar transactions;

(iii) The opinion of [_____], as counsel for the Issuer, in standard form for similar transactions and satisfactory to Bond Counsel and the Underwriter;

(iv) The Issuer's certificate, dated the Closing Date, signed by the Mayor and the City Recorder of the Issuer and in form and substance

satisfactory to the Underwriter and Bond Counsel, to the effect that (A) the representations of the Issuer herein are true and correct in all material respects as of the Closing Date as if made on the Closing Date; (B) except as disclosed in the Official Statement, no litigation is pending or, to the best of their knowledge, threatened against the Issuer (i) to restrain or enjoin the issuance or delivery of any of the Series 2019 Bonds or the collection of Revenues pledged under the Indenture, (ii) in any way contesting or affecting the authority for the issuance of the Series 2019 Bonds or the adoption of the Resolution or the execution and delivery of the Transaction Documents, the validity or enforceability of the Series 2019 Bonds and the Transaction Documents, or the excludability from gross income for federal income tax purposes of interest on the Series 2019 Bonds, (iii) questioning or challenging any power of the Issuer, including its ability to levy taxes, or (iv) in any way contesting the organization, existence or powers of the Issuer or the titles of its officers to their respective offices, or (v) contesting or attempting to restrain or enjoining the application of the proceeds thereof or the payment, collection or application of the Revenues or the pledge of the Revenues, or of other moneys, rights and interests pledged pursuant to the Indenture or the adoption of the Resolution; (C) the descriptions and information contained in the Official Statement relating to the Issuer, its organization and financial and other affairs, and the application of the proceeds of sale of the Series 2019 Bonds are correct in all material respects, as of the date of the Official Statement and as of the Closing Date; (D) such descriptions and information, as of the date of the Official Statement did not, and as of said Closing Date do not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; (E) no event affecting the Issuer has occurred since the date of the Official Statement that should be disclosed in the Official Statement for the purpose for which it is to be used or that is necessary to be disclosed therein in order to make the statements and information therein not misleading in any material respect; (F) the Transaction Documents have been duly authorized, executed and delivered by the Issuer and, assuming due authorization, execution and delivery by the other parties thereto, the Transaction Documents constitute legal, valid and binding agreements of the Issuer enforceable in accordance with their respective terms except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights and by the availability of equitable remedies; (G) the Resolution authorizing the execution and delivery of the Transaction Documents has been duly adopted and has not been modified, amended or repealed; and (H) the execution and delivery of the Transaction Documents and this Purchase Contract and compliance with the provisions thereof, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the Issuer a breach of or default under any indenture, mortgage, deed of trust, agreement or

other instrument to which the Issuer is a party or any law, public administrative rule or regulation, court order or consent decree to which the Issuer is subject;

(v) Copies of each of the Resolution and the Transaction Documents, duly executed by each of the parties thereto;

(vi) Copies of the Tax Certificate of the Issuer, relating to matters affecting the excludability from gross income for federal income tax purposes of interest on the Series 2019 Bonds, including the use of proceeds of sale of the Series 2019 Bonds and matters relating to arbitrage rebate pursuant to Section 148 of the Code and the applicable regulations thereunder, in form and substance satisfactory to Bond Counsel;

(vii) A copy of the Preliminary Official Statement and the Official Statement;

(viii) Evidence satisfactory to the Underwriter that the Series 2019 Bonds have received a rating of “_____” from _____;

(ix) All documents, certificates and opinions required by the Indenture; and

(x) Such additional legal opinions, certificates, instruments and other documents as the Underwriter or Bond Counsel may reasonably request.

All the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Purchase Contract shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Underwriter, and the Underwriter shall have the right to waive any condition set forth in this Section.

ARTICLE IV

EXPENSES

All expenses and costs in connection with the authorization, issuance and sale of the Series 2019 Bonds to the Underwriter, including rating agency fees, the costs of printing the Official Statement and the Preliminary Official Statement, advertising costs, the initial fees of the Trustee in connection with the issuance of the Series 2019 Bonds, the fees and expenses of Bond Counsel, the fees and expenses of counsel to the Issuer, the Issuer’s municipal advisor, and travel and other expenses shall be costs and expenses of the Issuer and shall be paid by the Issuer.

ARTICLE V

GENERAL

Any notice or other communication to be given to the Underwriter under this Purchase Contract may be given by delivering the same in writing to the Underwriter at 15 West South Temple, #1040, Salt Lake City, Utah 84101, Attention: Matt Dugdale. Any notice or other communication to be given to the Issuer under this Purchase Contract may be given by delivering the same in writing to American Fork City, 51 East Main Street, American Fork, Utah 84003, Attention: Mayor, with a copy thereof to Issuer's counsel at _____.

This Purchase Contract is made solely for the benefit of the Issuer and the Underwriter (including its successors or assigns) and no other person shall acquire or have any right hereunder or by virtue hereof. All the representations, warranties, covenants and agreements contained herein shall remain operative and in full force and effect and shall survive delivery of and payment of the Series 2019 Bonds hereunder and regardless of any investigation made by the Underwriter or on their behalf.

This Purchase Contract shall be governed by the laws of the State of Utah.

The Issuer acknowledges and agrees that (i) the purchase and sale of the Series 2019 Bonds pursuant to this Purchase Contract is an arm's-length commercial transaction between the Issuer and the Underwriter, (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent, advisor or fiduciary of the Issuer, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the Issuer with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Issuer on other matters) and the Underwriter has no obligation to the Issuer with respect to the offering contemplated hereby except the obligations expressly set forth in this Purchase Contract, (iv) the Underwriter is not acting as municipal advisor (as defined in Section 15B of the Securities Exchange Act of 1934, as amended), and (v) the Issuer consulted its own legal, financial and other advisors to the extent it deemed appropriate in connection with the offering of the Series 2019 Bonds. The Issuer has retained Lewis Young Robertson & Burningham, Inc. as its Independent Registered Municipal Advisor in this transaction.

This Purchase Contract contains the entire agreement between the parties relating to the subject matter hereof, and all previous representations, endorsements, promises, agreements or understandings, oral, written or inferred, between the parties relating to the subject matter hereof are superseded hereby.

This Purchase Contract may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

This Purchase Contract shall become effective upon the execution by UNDERWRITER and the acceptance hereof by the Issuer.

Very truly yours,

GEORGE K. BAUM & COMPANY

By: _____

Its: _____

AMERICAN FORK CITY, UTAH

By: _____

Its: _____

ATTEST:

By: _____

City Recorder

(SEAL)

EXHIBIT A

\$_____

American Fork City, Utah

Telecommunications, Franchise and Sales Tax Revenue Bonds, Series 2019

Maturity Date (_____)	Principal <u>Amount</u>	Interest <u>Rate</u>	<u>Yield</u>	Pricing <u>Rule</u>
--------------------------	----------------------------	-------------------------	--------------	------------------------

* [General Rule Maturities.]
** [Hold-the-offering-price Maturities]

EXHIBIT B

FORM OF

UNDERWRITER'S RECEIPT FOR BONDS
AND ISSUE PRICE CERTIFICATE

\$ _____
American Fork City, Utah
Telecommunications, Franchise and Sales Tax Revenue Bonds, Series 2019

The undersigned, on behalf of George K. Baum & Company (the "Original Purchaser"), as the Original Purchaser of the above-described bonds (the "Bonds"), being issued on the date of this Certificate by American Fork City, Utah (the "Issuer"), certifies and represents as follows:

1. Receipt of the Bonds. The Original Purchaser hereby acknowledges receipt of the Bonds pursuant to the Bond Purchase Contract (the "Purchase Contract") by and between the Original Purchaser, and the Issuer, dated _____, 2019 (the "Sale Date"). The Bonds are issued as fully registered bonds, and are dated, mature on the dates, bear interest at the rates per annum, and are numbered as set forth in the Indenture (as defined in the Purchase Contract.)

2. Issue Price. For purposes of this section the following definitions apply:

"Effective Time" means the time on the Sale Date that the Agreement to purchase the Bonds became enforceable.

"Holding Period" means with respect to each Undersold Maturity the period beginning on the Sale Date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the Sale Date; or
- (2) the date and time at which the Purchaser has sold at least 10% of that Undersold Maturity of the Bonds to the Public at one or more prices that are no higher than the Initial Offering Price.

"Initial Offering Price" means the price listed on Exhibit A for each Maturity.

"Maturity" means Bonds with the same credit and payment terms; Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

"Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriting Firm or a related party to an Underwriting Firm. An Underwriting Firm and a person are related if it and the person are subject, directly or indirectly, to (A) more than 50% common ownership of the

voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other.

“Purchaser” means the Original Purchaser, on its own behalf and as representative of each Underwriting Firm.

“Undersold Maturity” or “Undersold Maturities” means any Maturity for which less than 10% of the principal amount of Bonds of that Maturity were sold as of the Effective Time.

“Underwriting Firm” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) of this definition to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public).

The Original Purchaser represents as follows:

1. Attached as Attachment 1 is a copy of the pricing wire or similar communication used to communicate the Initial Offering Price of each Maturity to the Public.
2. As of the Effective Time all the Bonds were the subject of an initial offering to the Public.
3. As of the Effective Time none of the Bonds were sold to any person at a price higher than the Initial Offering Price for that Maturity.
4. [[As of the Effective Time there were no Undersold Maturities.]][[For any Undersold Maturity, during the Holding Period each Underwriting Firm did not offer nor sell Bonds of the Undersold Maturity to the Public at a price that is higher than the respective Initial Offering Price for that Undersold Maturity.

5. Any separate agreement among any Underwriting Firm related to the sale of an Undersold Maturity during the Holding Period contained the agreement referenced in 4 above.]]

GEORGE K. BAUM & COMPANY

By: _____

Its: _____

EXHIBIT A – [*same as in Bond Purchase Contract*]

ATTACHMENT 1 -- Initial Offering Price Documentation
[Attach Pricing Wire or Other Offering Price Documentation]

FIRST SUPPLEMENTAL INDENTURE OF TRUST

Dated as of _____, 2019

by and between

AMERICAN FORK CITY, UTAH

and

_____,
as TrusteeSupplementing the
General Indenture of Trust

Dated as of _____, 2019

Table of Contents

		Page
	ARTICLE I	
	SUPPLEMENTAL INDENTURE; DEFINITIONS	
	<u>Supplemental Indenture</u>	2
	<u>Definitions</u>	2
	ARTICLE II	
	ISSUANCE OF THE SERIES 2019 BONDS	
Section 1.1.		
Section 1.2.		
	<u>Principal Amount, Designation and Series</u>	3
	<u>Date, Maturities and Interest</u>	3
	<u>Optional Redemption</u>	4
Section 2.1.	<u>Mandatory Sinking Fund Redemption</u>	4
Section 2.2.	<u>Execution of Bonds</u>	4
Section 2.3.	<u>Delivery of Bonds</u>	5
Section 2.4.	<u>Designation of Registrar</u>	5
Section 2.5.	<u>Designation of Paying Agent</u>	5
Section 2.6.	<u>Book-Entry System</u>	5
Section 2.7.	<u>Limited Obligation</u>	7
Section 2.8.	<u>Perfection of Security Interest</u>	7
Section 2.9.	<u>Series 2019 Bonds as Initial Bonds</u>	8
Section 2.10.		
Section 2.11.		
Section 2.12.		
	ARTICLE III	
	APPLICATION OF PROCEEDS AND FUNDS AND ACCOUNTS	
Section 3.1.		
Section 3.2.	<u>Creation of Series 2019 Accounts</u>	8
Section 3.3.	<u>Application of Proceeds of the Series 2019 Bonds</u>	8
Section 3.4.	<u>Series 2019 Acquisition/Construction Account</u>	8
	<u>Debt Service Reserve Requirement</u>	8
	ARTICLE IV	
	CONFIRMATION OF GENERAL INDENTURE	
Section 5.1.		
Section 5.2.		
Section 5.3.		
Section 5.4.		
Section 5.5.		
	ARTICLE V	
	MISCELLANEOUS	
	<u>Confirmation of Sale of Series 2019 Bonds</u>	9
	<u>Severability</u>	9
	<u>Counterparts</u>	9
	<u>Applicable Law</u>	9
	<u>Effective Date</u>	9
	<u>EXHIBIT A (FORM OF SERIES 2019 BOND)</u>	A-1
	<u>EXHIBIT B COST OF ISSUANCE DISBURSEMENT REQUEST</u>	B-1

FIRST SUPPLEMENTAL INDENTURE OF TRUST

This First Supplemental Indenture of Trust, dated as of _____, 2019, by and between American Fork City, Utah, a political subdivision and body politic duly organized and existing under the Constitution and laws of the State of Utah (the “Issuer”) and _____, a national banking association duly organized and existing under the laws of the United States of America, authorized by law to accept and execute trusts and having its principal office in Salt Lake City, Utah (the “Trustee”);

W I T N E S S E T H:

WHEREAS, the Issuer has entered into a General Indenture of Trust, dated as of _____, 2019 (the “General Indenture”) with the Trustee; and

WHEREAS, the Issuer now desires to issue its \$_____ Telecommunications, Franchise and Sales Tax Revenue Bonds, Series 2019 (the “Series 2019 Bonds”) to (a) finance all or a portion of the expansion and upgrade of its existing broadband infrastructure (collectively, the “Series 2019 Project”), (b) fund any necessary debt service reserve funds, (c) pay capitalized interest, and (d) pay costs of issuance; and

WHEREAS, the Series 2019 Bonds will be authorized, issued and secured under the General Indenture, as amended and supplemented by this First Supplemental Indenture (the “First Supplemental Indenture,” and collectively with the General Indenture, and any amendments thereto or hereto, the “Indenture”); and

WHEREAS, pursuant to the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the “Act”), and the General Indenture which authorizes the issuance of the Bonds, the Issuer has the authority to issue bonds for the purposes set forth above; and

WHEREAS, the execution and delivery of the Series 2019 Bonds and of this First Supplemental Indenture have in all respects been duly authorized and all things necessary to make the Series 2019 Bonds, when executed by the Issuer and authenticated by the Trustee, the valid and binding legal obligations of the Issuer and to make this First Supplemental Indenture a valid and binding agreement have been done;

NOW, THEREFORE, THIS FIRST SUPPLEMENTAL INDENTURE OF TRUST WITNESSETH, that to secure the Series 2019 Bonds and all other Bonds Outstanding and Additional Bonds issued and Outstanding under the Indenture, the payment of the principal or redemption price thereof and interest thereon, the rights of the Registered Owners of the Bonds, to secure the Security Instrument Issuers of Security Instruments for any Bonds, and of all Reserve Instrument Providers of Reserve Instruments for any Bonds, and the performance of all of the covenants contained in such Bonds and herein, and for and in consideration of the mutual covenants herein contained and of the purchase of such Bonds by the Registered Owners thereof from time to time and the issuance of the Reserve Instrument by the Reserve Instrument Provider, and of the acceptance by the Trustee of the trusts hereby created, and intending to be legally bound hereby, the Issuer has executed and delivered this First Supplemental Indenture of Trust, and by these presents does, in

confirmation of the General Indenture, as amended and supplemented, hereby sell, assign, transfer, set over and pledge unto _____, as Trustee, its successors in trusts and its assigns forever, to the extent provided in the General Indenture, as amended and supplemented, all right, title and interest of the Issuer in and to (i) the Revenues (as defined in the General Indenture), (ii) all moneys in funds and accounts held by the Trustee under the General Indenture and hereunder (except the Rebate Fund), and (iii) all other rights granted under the General Indenture and hereinafter granted for the further securing of such Bonds.

TO HAVE AND TO HOLD THE SAME unto the Trustee and its successors in trust hereby created and its and their assigns forever;

IN TRUST, NEVERTHELESS, FIRST, for the equal and ratable benefit and security of all present and future Registered Owners of Bonds and Security Instrument Issuers of Security Instrument for any Bonds without preference, priority, or distinction as to lien or otherwise (except as otherwise specifically provided), of any one Bond over any other Bond, or any Security Instrument Repayment Obligations over any of the others, and SECOND, for the equal and proportionate benefit, security and protection of all Reserve Instrument Providers, without privilege, priority or distinction as to the lien or otherwise of any Reserve Instrument Repayment Obligation over any of the others by reason of time of issuance, delivery or expiration thereof or otherwise for any cause whatsoever.

ARTICLE I

SUPPLEMENTAL INDENTURE; DEFINITIONS

Section 1.1.

Supplemental Indenture. This First Supplemental Indenture is supplemental to, and is executed in accordance with and pursuant to Articles II and IX of the General Indenture.

Definitions. All terms which are defined in the General Indenture, shall have the meanings, respectively, when used herein (including the use thereof in the recitals and the granting clauses thereof) unless expressly given a different meaning or unless the context clearly otherwise requires. All terms used herein which are defined in the recitals hereto shall have the meanings therein given to the same unless the context requires otherwise and, in addition, the following terms shall have the meanings specified below:

“Cede” means Cede & Co. and any substitute nominee of DTC who becomes the registered Bondholder.

“Dated Date” means the date of delivery of the Series 2019 Bonds.

“DTC” means The Depository Trust Company, New York, New York, a limited-purpose trust company organized under the laws of the State of New York.

“Interest Payment Date” means, with respect to the Series 2019 Bonds, each

_____ and _____, commencing _____, 2019.

“Series 2019 Acquisition/Construction Account” means the account established within the Acquisition/Construction Fund under the General Indenture held in trust by the Trustee, into which a portion of the proceeds of the Series 2019 Bonds shall be deposited as provided herein.

“Series 2019 Bonds” means the American Fork, Utah Telecommunications, Franchise and Sales Tax Revenue Bonds, Series 2019 authorized herein.

“Series 2019 Debt Service Reserve Requirement” means, with respect to the Series 2019 Bonds, an amount equal to [\$0].

“Series 2019 Project” means the expansion and upgrade of its existing broadband infrastructure.

“Underwriter” means George K. Baum & Company.

ARTICLE II

ISSUANCE OF THE SERIES 2019 BONDS

Section 2.1. Principal Amount, Designation and Series. The Series 2019 Bonds are hereby authorized for issuance under the Indenture for the purpose of providing funds to (i) finance the 2019 Project; [(ii) fund a deposit to the Debt Service Reserve Account], (iii) pay capitalized interest; and (iv) pay costs incurred in connection with the issuance of the Series 2019 Bonds. The Series 2019 Bonds shall be limited to \$_____ in aggregate principal amount, shall be issued in fully registered form, shall be in substantially the form and contain substantially the terms contained in Exhibit A attached hereto and made a part hereof, and shall bear interest at the rates and be payable as to principal or redemption price as specified herein. The Series 2019 Bonds shall be designated as, and shall be distinguished from the Bonds of all other series by the title, “Telecommunications, Franchise and Sales Tax Revenue Bonds, Series 2019.”

Date, Maturities and Interest. The Series 2019 Bonds shall be dated as of the Dated Date, and shall mature in the years and in the amounts and shall bear interest from the Interest Payment Date next preceding their date of authentication thereof unless authenticated as of an Interest Payment Date, in which event such Bonds shall bear interest from such date, or unless such Bonds are authenticated prior to the first Interest Payment Date, in which event such Bonds shall bear interest from their Dated Date or unless, as shown by the records of the Trustee, interest on the Series 2019 Bonds shall be in default, in which event such Bonds shall bear interest from the date to which interest has been paid in full, or unless no interest shall have been paid on such Bonds, in which event such Bonds shall bear interest from their Dated Date, payable on each Interest Payment Date at the rates per annum as set forth below:

Maturity
(_____)

Principal Amount

Interest Rate

Interest shall be calculated on the basis of a year of 360 days comprised of twelve 30-day months.

Optional Redemption. [The Series 2019 Bonds maturing on or before _____, 20__, are not subject to redemption prior to maturity. The Series 2019 Bonds maturing on or after _____, 20__ are subject to redemption prior to maturity in whole or in part at the option of the Issuer on _____, 20__, or on any date thereafter, from such maturities or parts thereof as may be selected by the Issuer at a redemption price equal to 100% of the principal amount of the Series 2019 Bonds to be redeemed plus accrued interest, if any, thereon to the date of redemption.]

Section 2.4. [Mandatory Sinking Fund Redemption. The Series 2019 Bonds maturing on _____, 20__ are subject to mandatory sinking fund redemption at a redemption price equal to 100% of the principal amount thereof plus accrued interest thereon to the redemption date on the dates and in the principal amounts as follows:

Mandatory Sinking Fund
Redemption Date
(_____)

Mandatory Sinking Fund
Redemption Amount

* Final Maturity Date

Upon redemption of any Series 2019 Bond maturing on _____, 20__, other than by application of such mandatory sinking fund redemption, an amount equal to the principal amount so redeemed will be credited toward a part or all of any one or more of such mandatory sinking fund redemption amounts for the respective Series 2019 Bonds maturing on _____, 20__, as applicable, in such order of mandatory sinking fund date as shall be directed by the Issuer.]

Execution of Bonds. The Mayor is hereby authorized to execute by facsimile or manual signature the Series 2019 Bonds and the City Recorder to countersign

and attest by facsimile or manual signature the Series 2019 Bonds and to have imprinted, engraved, lithographed, stamped or otherwise placed on the Series 2019 Bonds a facsimile of the official seal of the Issuer, and the Trustee shall manually authenticate the Series 2019 Bonds.

Delivery of Bonds. It is hereby determined that the Series 2019 Bonds shall be authenticated and delivered to the Underwriter upon compliance with the General Indenture and payment of the purchase price thereof.

Designation of Registrar. The Trustee is hereby designated as Registrar for the Series 2019 Bonds, acceptance of which appointment shall be evidenced by execution of this First Supplemental Indenture by the Registrar.

Designation of Paying Agent. The Trustee is hereby designated as Paying Agent for the Series 2019 Bonds, acceptance of which appointment shall be evidenced by execution of this First Supplemental Indenture by the Paying Agent.

Book-Entry System.

(a) Except as provided in paragraphs (b) and (c) of this Section 2.9 the Registered Owner of all Series 2019 Bonds shall be, and the Series 2019 Bonds shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (together with any substitute securities depository appointed pursuant to paragraph (d)(ii) of this Section 2.9, "DTC"). Payment of the interest on any Series 2019 Bond shall be made in accordance with the provisions of this First Supplemental Indenture to the account of Cede on the Interest Payment Dates for the Bonds at the address indicated for Cede in the registration books of the Bond Registrar.

(b) The Series 2019 Bonds shall be initially issued in the form of a separate single fully registered Bond in the amount of each separate stated maturity of the Series 2019 Bonds. Upon initial issuance, the ownership of each such Series 2019 Bond shall be registered in the registration books of the Issuer kept by the Registrar, in the name of Cede, as nominee of DTC. With respect to Series 2019 Bonds so registered in the name of Cede, the Issuer, Registrar and any Paying Agent shall have no responsibility or obligation to any DTC participant or to any beneficial owner of any of such Series 2019 Bonds. Without limiting the immediately preceding sentence, the Issuer, Registrar and any Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC participant with respect to any beneficial ownership interest in the Series 2019 Bonds, (ii) the delivery to any DTC participant, beneficial owner or other person, other than DTC, of any notice with respect to the Series 2019 Bonds, including any notice of redemption, or (iii) the payment to any DTC participant, beneficial owner or other person, other than DTC, of any amount with respect to the principal or redemption price of, or interest on, any of the Series 2019 Bonds. The Issuer, the Bond Registrar and any Paying Agent may treat DTC as, and deem DTC to be, absolute owner of each Series 2019 Bond for all purposes

whatsoever, including (but not limited to) (1) payment of the principal or redemption price of, and interest on, each Series 2019 Bond, (2) giving notices of redemption and other matters with respect to such Series 2019 Bonds and (3) registering transfers with respect to such Bonds. So long as the Series 2019 Bonds are registered in the name of CEDE & Co., the Paying Agent shall pay the principal or redemption price of, and interest on, all Series 2019 Bonds only to or upon the order of DTC, and all such payments shall be valid and effective to satisfy fully and discharge the Issuer's obligations with respect to such principal or redemption price, and interest, to the extent of the sum or sums so paid. Except as provided in paragraph (c) of this Section 2.9, no person other than DTC shall receive a Bond evidencing the obligation of the Issuer to make payments of principal or redemption price of, and interest on, any such Bond pursuant to this First Supplemental Indenture. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the transfer provisions of this First Supplemental Indenture, the word "Cede" in this First Supplemental Indenture shall refer to such new nominee of DTC.

(c) Except as provided in paragraph (d)(iii) of this Section 2.9, and notwithstanding any other provisions of this First Supplemental Indenture, the Series 2019 Bonds may be transferred, in whole but not in part, only to a nominee of DTC, or by a nominee of DTC to DTC or a nominee of DTC, or by DTC or a nominee of DTC to any successor securities depository or any nominee thereof.

(d) (i) DTC may determine to discontinue providing its services with respect to the Series 2019 Bonds at any time by giving written notice to the Issuer, the Registrar, and the Paying Agent, which notice shall certify that DTC has discharged its responsibilities with respect to the Series 2019 Bonds under applicable law.

(ii) The Issuer, in its sole discretion and without the consent of any other person, may, by notice to the Registrar, terminate the services of DTC with respect to the Series 2019 Bonds if the Issuer determines that the continuation of the system of book-entry-only transfers through DTC is not in the best interests of the beneficial owners of the Series 2019 Bonds or the Issuer; and the Issuer shall, by notice to the Registrar, terminate the services of DTC with respect to the Series 2019 Bonds upon receipt by the Issuer, the Registrar, and the Paying Agent of written notice from DTC to the effect that DTC has received written notice from DTC participants having interests, as shown in the records of DTC, in an aggregate principal amount of not less than fifty percent (50%) of the aggregate principal amount of the then outstanding Series 2019 Bonds to the effect that: (1) DTC is unable to discharge its responsibilities with respect to the Series 2019 Bonds; or (2) a continuation of the requirement that all of the outstanding Series 2019 Bonds be registered in the registration books kept by the Registrar in the name of Cede, as nominee of DTC, is not in the best interests of the beneficial owners of the Series 2019 Bonds.

(iii) Upon the termination of the services of DTC with respect to the Series 2019 Bonds pursuant to subsection (d)(ii)(2) hereof, or upon the discontinuance or termination of the services of DTC with respect to the Series 2019 Bonds pursuant to subsection (d)(i) or subsection (d)(ii)(1) hereof the Issuer may within 90 days thereafter appoint a substitute securities depository which, in the opinion of the Issuer, is willing and able to undertake the functions of DTC hereunder upon reasonable and customary terms. If no such successor can be found within such period, the Series 2019 Bonds shall no longer be restricted to being registered in the registration books kept by the Registrar in the name of Cede, as nominee of DTC. In such event, the Issuer shall execute and the Registrar shall authenticate Series 2019 Bond certificates as requested by DTC of like principal amount, maturity and Series, in authorized denominations to the identifiable beneficial owners in replacement of such beneficial owners' beneficial interest in the Series 2019 Bonds.

(iv) Notwithstanding any other provision of this First Supplemental Indenture to the contrary, so long as any Series 2019 Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to the principal or redemption price of, and interest on, such Series 2019 Bond and all notices with respect to such Series 2019 Bond shall be made and given, respectively, to DTC.

(v) In connection with any notice or other communication to be provided to Holders of Series 2019 Bonds registered in the name of Cede pursuant to this Second Supplemental Indenture by the Issuer or the Registrar with respect to any consent or other action to be taken by such Holders, the Issuer shall establish a record date for such consent or other action by such Holders and give DTC notice of such record date not less than fifteen (15) days in advance of such record date to the extent possible.

Section 2.10.

Limited Obligation. The Series 2019 Bonds, together with interest thereon, shall be limited obligations of the Issuer payable solely from the Revenues (except to the extent paid out of moneys attributable to the Series 2019 Bond proceeds or other funds created hereunder or under the Indenture (excluding the Rebate Fund) or the income from the temporary investment thereof).

Perfection of Security Interest.

(a) The Indenture creates a valid and binding pledge and assignment of security interest in all of the Revenues pledged under the Indenture in favor of the Trustee as security for payment of the Series 2019 Bonds, enforceable by the Trustee in accordance with the terms thereof.

(b) Under the laws of the State, such pledge and assignment and security interest is automatically perfected by Section 11-14-501, Utah Code Annotated 1953, as amended, and is and shall have priority as against all parties having claims of any kind in tort, contract, or otherwise hereafter imposed on the Revenues.

Series 2019 Bonds as Initial Bonds. The Series 2019 Bonds are issued as the Initial Bonds under the General Indenture.

ARTICLE III

Section 2.12. APPLICATION OF PROCEEDS AND FUNDS AND ACCOUNTS

Creation of Series 2019 Accounts. There is hereby established with the Trustee [(i) a Series 2019 Account within the Debt Service Reserve Fund] and (ii) a Series 2019 Account within the Acquisition/Construction Fund.

Section 3.1. Application of Proceeds of the Series 2019 Bonds. The Issuer shall deposit with the Trustee the proceeds from the sale of the Series 2019 Bonds in the amount of \$_____ and the Trustee shall deposit said proceeds as follows:

Section 3.2.

(a) \$_____ shall be deposited into the Series 2019 Acquisition/Construction Account; and

(b) The remaining amount shall be deposited into the Series 2019 Acquisition/Construction Account and used to pay costs of issuance.

Section 3.3. Series 2019 Acquisition/Construction Account. Disbursements of moneys in the Series 2019 Acquisition/Construction Account shall be made in accordance with the terms of Section 5.1 of the General Indenture; provided, however, that costs of issuance shall be paid by the Trustee from the Series 2019 Acquisition/Construction Account upon receipt from the Issuer of an executed Cost of Issuance Disbursement Request signed by an Authorized Representative of the Issuer in substantially the form of Exhibit B attached hereto.

Section 3.4.

Debt Service Reserve Requirement. [For purposes of the Series 2019 Bonds, there is no Debt Service Reserve Requirement.]

ARTICLE IV

CONFIRMATION OF GENERAL INDENTURE

As supplemented by this First Supplemental Indenture, and except as provided herein, the General Indenture is in all respects ratified and confirmed, and the General Indenture and this First Supplemental Indenture shall be read, taken and construed as one and the same instrument so that all of the rights, remedies, terms, conditions, covenants and agreements of the General Indenture shall apply and remain in full force and effect with respect to this First Supplemental Indenture, and to any revenues, receipts and moneys to be derived therefrom.

ARTICLE V

MISCELLANEOUS

Confirmation of Sale of Series 2019 Bonds. The sale of the Series 2019 Bonds to the Underwriter at the price described in the Bond Purchase Agreement between the Issuer and the Underwriter is hereby ratified, confirmed and approved.

Severability. If any provision of this First Supplemental Indenture shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections in this First Supplemental Indenture contained, shall not affect the remaining portions of this First Supplemental Indenture, or any part thereof.

Counterparts. This First Supplemental Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Applicable Law. THIS FIRST SUPPLEMENTAL INDENTURE SHALL BE GOVERNED EXCLUSIVELY BY THE APPLICABLE LAWS OF THE STATE OF UTAH.

Effective Date. This First Supplemental Indenture shall become effective immediately upon execution.

IN WITNESS WHEREOF, the Issuer and the Trustee have caused this First Supplemental Indenture of Trust to be executed as of the date first written above.

AMERICAN FORK CITY, UTAH

(SEAL)

By: _____
Mayor

COUNTERSIGN:

City Recorder

[_____] , as Trustee

By: _____

Title: _____

EXHIBIT A

(FORM OF SERIES 2019 BOND)

Unless this certificate is presented by an authorized representative of The Depository Trust Company (55 Water Street, New York, New York) to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

Registered

Registered

**UNITED STATES OF AMERICA
AMERICAN FORK CITY, UTAH
TELECOMMUNICATIONS, FRANCHISE AND SALES TAX REVENUE BONDS
SERIES 2019**

Number R - _____ \$ _____

Interest RateMaturity DateDated Date

_____%

Registered Owner: [CEDE & CO.]

Principal Amount: _____

American Fork City, Utah (the "Issuer"), a political subdivision and body politic duly organized and existing under the Constitution and laws of the State of Utah, for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner named above or registered assigns, out of the special fund hereinbelow designated and not otherwise, the Principal Amount specified above on the Maturity Date specified above with interest thereon until paid at the Interest Rate specified above per annum, payable semiannually on _____ and _____ of each year, commencing _____, 20____ (each an "Interest Payment Date"), until said Principal Amount is paid. Principal and premium, if any, shall be payable upon surrender of this Bond at the designated offices of _____, Corporate Trust Department, Salt Lake City, Utah ("Trustee" and "Paying Agent") or its successors. Interest on this Bond shall be payable by check or draft mailed to the Registered Owner hereof at his address as it appears on the registration books of the Paying Agent, who shall also act as the Registrar for the Issuer, or at such other address as is furnished to the Paying Agent in writing by such Registered Owner. Interest hereon shall be deemed to be paid by the

Paying Agent when mailed. Both principal and interest shall be payable in lawful money of the United States of America.

This Bond is one of an issue of Bonds of the Issuer designated as the “Telecommunications, Franchise and Sales Tax Revenue Bonds, Series 2019” (the “Series 2019 Bonds”) in the aggregate principal amount of \$_____ of like tenor and effect, except as to date of maturity and interest rate, numbered R-1 and upwards, issued by the Issuer pursuant to a General Indenture of Trust dated as of _____, 2019, as amended and supplemented by a First Supplemental Indenture of Trust dated as of _____, 2019 (collectively the “Indenture”) approved by a resolution of the Issuer adopted on August 13, 2019 (the “Bond Resolution”), for the purpose of (a) financing all or a portion of the expansion and upgrade of its existing broadband infrastructure (collectively, the “Series 2019 Project”), [(b) funding any necessary debt service reserve funds,] (c) paying capitalized interest and (c) paying costs of issuance with respect to the Series 2019 Bonds with the Constitution and laws of the State of Utah. Both principal of and interest on this Bond and the issue of which it is a part are payable solely from a special fund designated “American Fork, Utah Telecommunications Revenue Bond Fund” (the “Bond Fund”), into which fund, to the extent necessary to assure prompt payment of the principal of and interest on the issue of which this is one and on all series of bonds issued on a lien parity with this Bond shall be paid the Revenues (as defined in the Indenture) derived and to be derived from the Issuer’s City Network all as more fully described and provided in the Indenture.

As more fully provided in the Indenture, the Series 2019 Bonds shall be payable only from the Revenues and shall not constitute a general indebtedness or pledge of the full faith and credit of the Issuer, within the meaning of any constitutional or statutory provision or limitation of indebtedness.

As provided in the Indenture, additional bonds, notes and other obligations of the Issuer may be issued and secured on an equal lien parity with the Series 2019 Bonds, from time to time in one or more series, in various principal amounts, may mature at different times, may bear interest at different rates and may otherwise vary as provided in the Indenture, and the aggregate principal amount of such bonds, notes and other obligations issued and to be issued under the Indenture is not limited.

Reference is hereby made to the Indenture, copies of which are on file with the Trustee, for the provisions, among others, with respect to the nature and extent of the rights, duties and obligations of the Issuer, the Trustee and the Registered Owners of the Series 2019 Bonds, the terms upon which the Series 2019 Bonds are issued and secured, and upon which the Indenture may be modified and amended, to all of which the Registered Owner of this Bond assents by the acceptance of this Bond.

Except as otherwise provided herein and unless the context indicates otherwise, words and phrases used herein shall have the same meanings as such words and phrases in the Indenture.

Interest on the Series 2019 Bonds authenticated prior to the first Interest Payment

Date shall accrue from the Dated Date specified above. Interest on the Series 2019 Bonds authenticated on or subsequent to the first Interest Payment Date shall accrue from the Interest Payment Date next preceding their date of authentication, or if authenticated on an Interest Payment Date, as of that date; provided, however, that if interest on the Series 2019 Bonds shall be in default, interest on the Series 2019 Bonds issued in exchange for Series 2019 Bonds surrendered for transfer or exchange shall be payable from the date to which interest has been paid in full on the Series 2019 Bonds surrendered.

The Series 2019 Bonds are subject to optional and mandatory sinking fund redemption as provided in the Indenture.

The Bonds are issued as fully registered Bonds. Subject to the limitations and upon payment of the charges provided in the Indenture, registered Bonds may be exchanged for a like aggregate principal amount of registered Bonds of other authorized denominations of the same series and the same maturity.

This Bond is transferable by the registered holder hereof in person or by his attorney duly authorized in writing at the designated corporate offices of _____ (the "Registrar"), in Salt Lake City, Utah, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture and upon surrender and cancellation of this Bond. Upon such transfer a new registered Bond or Bonds of the same series and the same maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor.

The Issuer and the Paying Agent may deem and treat the Registered Holder hereof as the absolute owner hereof (whether or not this Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

This Bond is issued under and pursuant to the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended and this Bond does not constitute a general obligation indebtedness of the Issuer within the meaning of any state constitutional or statutory limitation. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the Issuer or any agency, instrumentality or political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment.

The Issuer covenants and agrees that it will cause to be collected and accounted for sufficient Revenues as will at all times be sufficient to pay promptly the principal of and interest on this Bond and the issue of which it forms a part and to make all payments required to be made into the Bond Fund, and to carry out all the requirements of the Indenture.

It is hereby declared and represented that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond have existed,

have happened and have been performed in regular and due time, form and manner as required by law, that the amount of this Bond, together with the issue of which it forms a part, does not exceed any limitation prescribed by the Constitution or statutes of the State of Utah, that the Revenues of the Issuer have been pledged and that an amount therefrom will be set aside into a special fund by the Issuer sufficient for the prompt payment of the principal of and interest on this Bond and the issue of which it forms a part, as authorized for issue under the Indenture, and that the Revenues of the Issuer are not pledged, hypothecated or anticipated in any way other than by the issue of the Bonds of which this Bond is one and all bonds issued on a parity with this Bond.

This Bond shall not be valid or become obligatory for any purpose nor be entitled to any security or benefit under the Indenture until the Certificate of Authentication on this Bond shall have been manually signed by the Trustee.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed by the manual or facsimile signature of its Mayor and countersigned by the manual or facsimile signature of its City Recorder under its corporate seal or a facsimile thereof.

AMERICAN FORK CITY, UTAH

(SEAL)

(facsimile or manual signature)

Mayor

COUNTERSIGN:

(facsimile or manual signature)

City Recorder

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Telecommunications, Franchise and Sales Tax Revenue Bonds, Series 2019 of American Fork City, Utah.

_____, as
Trustee

By: _____ (Manual Signature)
Authorized Officer

Date of Authentication: _____

ASSIGNMENT

FOR VALUE RECEIVED, _____,
the undersigned, hereby sells, assigns and transfers unto:

(Social Security or Other Identifying Number of Assignee)

(Please Print or Typewrite Name and Address of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature: _____

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of this Bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an “eligible guarantor institution” that is a member of or a participant in a “signature guarantee program” (e.g., the Securities Transfer Agents Medallion Program, the Stock Exchange Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program).

EXHIBIT B

COST OF ISSUANCE DISBURSEMENT REQUEST

 Salt Lake City, Utah 84101

Pursuant to Section 3.4 of the First Supplemental Indenture of Trust dated as of _____, 2019, you are hereby authorized to pay to the following costs of issuance from the Series 2019 Acquisition/Construction Account:

(See Attached Schedule)

 AUTHORIZED REPRESENTATIVE,
 AMERICAN FORK CITY, UTAH

Costs of Issuance

<u>Payee</u>	<u>Purpose</u>	<u>Amount</u>
--------------	----------------	---------------

GENERAL INDENTURE OF TRUST

Dated as of August 1, 2019

between

AMERICAN FORK CITY, UTAH

and

[TRUSTEE],
as Trustee

Relating to

AMERICAN FORK CITY, UTAH
TELECOMMUNICATIONS, FRANCHISE AND SALES TAX REVENUE BONDS

Table of Contents

	Page
ARTICLE I DEFINITIONS	
Section 1.1	Definitions.....3
Section 1.2	<u>Indenture to Constitute Contract</u>16
Section 1.3	<u>Construction</u>17
ARTICLE II THE BONDS	
Section 2.1	<u>Authorization of Bonds</u>18
Section 2.2	<u>Description of Bonds; Payment</u>18
Section 2.3	<u>Execution; Limited Obligation</u>19
Section 2.4	<u>Authentication and Delivery of Bonds</u>20
Section 2.5	<u>Mutilated, Lost, Stolen or Destroyed Bonds</u>22
Section 2.6	<u>Registration of Bonds; Persons Treated as Owners</u>22
Section 2.7	<u>Redemption Provisions</u>23
Section 2.8	<u>Notice of Redemption</u>24
Section 2.9	<u>Partially Redeemed Fully Registered Bonds</u>25
Section 2.10	<u>Cancellation</u>26
Section 2.11	<u>Nonpresentation of Bonds</u>26
Section 2.12	<u>Initial Bonds</u>26
Section 2.13	<u>Issuance of Additional Bonds</u>26
Section 2.14	<u>Form of Bonds</u>27
Section 2.15	<u>Covenant Against Creating or Permitting Liens</u>27
Section 2.16	<u>Perfection of Security Interest</u>28
ARTICLE III CREATION OF FUNDS AND ACCOUNTS	
Section 3.1	<u>Creation of Acquisition/Construction Fund</u>28
Section 3.2	<u>Creation of Revenue Fund</u>28
Section 3.3	<u>Creation of Bond Fund</u>28
Section 3.4	<u>Creation of Sinking Fund Account</u>28
Section 3.5	<u>Creation of Debt Service Reserve Fund</u>28
Section 3.6	<u>Creation of Reserve Instrument Fund</u>28
Section 3.7	<u>Creation of Repair and Replacement Fund</u>28
Section 3.8	<u>Creation of Rebate Fund</u>28
Section 3.9	<u>Creation of Funds and Accounts</u>28

ARTICLE IV APPLICATION OF BOND PROCEEDS

ARTICLE V USE OF FUNDS

Section 5.1	<u>Use of Acquisition/Construction Fund</u>	29
Section 5.2	<u>Application of Revenues</u>	30
Section 5.3	<u>Use of Bond Fund</u>	32
Section 5.4	<u>Use of Sinking Fund Account</u>	34
Section 5.5	<u>Use of Debt Service Reserve Fund</u>	34
Section 5.6	<u>Use of Reserve Instrument Fund</u>	35
Section 5.7	<u>Use of Repair and Replacement Fund</u>	35
Section 5.8	<u>Use of Rebate Fund</u>	36
Section 5.9	<u>Investment of Funds</u>	37
Section 5.10	<u>Trust Funds</u>	38
Section 5.11	<u>Method of Valuation and Frequency of Valuation</u>	38

ARTICLE VI GENERAL COVENANTS

Section 6.1	<u>General Covenants</u>	38
Section 6.2	<u>Lien of Bonds; Equality of Liens</u>	39
Section 6.3	<u>Payment of Principal and Interest</u>	40
Section 6.4	<u>Performance of Covenants; Issuer</u>	40
Section 6.5	<u>List of Bondholders</u>	40
Section 6.6	<u>Designation of Additional Paying Agents</u>	40
Section 6.7	<u>Tax Exemption of Bonds and Direct Payments</u>	41
Section 6.8	<u>Expeditious Construction</u>	42
Section 6.9	<u>Management of City Network</u>	42
Section 6.10	<u>Use of Legally Available Moneys</u>	42
Section 6.11	<u>Payment of Taxes and Other Charges</u>	42
Section 6.12	<u>Insurance</u>	42
Section 6.13	<u>Instruments of Further Assurance</u>	43
Section 6.14	<u>Covenant Not to Sell</u>	43
Section 6.15	<u>Billing Procedure</u>	43
Section 6.16	<u>Annual Budget</u>	43

ARTICLE VII EVENTS OF DEFAULT; REMEDIES

Section 7.1	<u>Events of Default</u>	44
Section 7.2	<u>Remedies; Rights of Registered Owners</u>	45
Section 7.3	<u>Right of Registered Owners to Direct Proceedings</u>	46
Section 7.4	<u>Application of Moneys</u>	46
Section 7.5	<u>Remedies Vested in Trustee</u>	47
Section 7.6	<u>Rights and Remedies of Registered Owners</u>	48

Section 7.7	<u>Termination of Proceedings</u>	48
Section 7.8	<u>Waivers of Events of Default</u>	48
Section 7.9	<u>Cooperation of Issuer</u>	49

ARTICLE VIII THE TRUSTEE

Section 8.1	<u>Acceptance of the Trusts</u>	49
Section 8.2	<u>Fees, Charges and Expenses of Trustee</u>	52
Section 8.3	<u>Notice to Registered Owners if Event of Default Occurs</u>	52
Section 8.4	<u>Intervention by Trustee</u>	52
Section 8.5	<u>Successor Trustee</u>	52
Section 8.6	<u>Resignation by the Trustee</u>	53
Section 8.7	<u>Removal of the Trustee</u>	53
Section 8.8	<u>Appointment of Successor Trustee; Temporary Trustee</u>	53
Section 8.9	<u>Concerning Any Successor Trustee</u>	53
Section 8.10	<u>Trustee Protected in Relying Upon Indenture, Etc.</u>	54
Section 8.11	<u>Successor Trustee as Trustee, Paying Agent and Bond Registrar</u>	54
Section 8.12	<u>Trust Estate May Be Vested in Separate or Co-Trustee</u>	54
Section 8.13	<u>Annual Accounting</u>	55
Section 8.14	<u>Indemnification</u>	55
Section 8.15	<u>Trustee's Right to Own and Deal in Bonds</u>	55
Section 8.16	<u>Direct Payment Authorization</u>	55

ARTICLE IX SUPPLEMENTAL INDENTURES

Section 9.1	<u>Supplemental Indentures Not Requiring Consent of Registered Owners, Security Instrument Issuers and Reserve Instrument Providers</u>	56
Section 9.2	<u>Supplemental Indentures Requiring Consent of Registered Owners and Reserve Instrument Providers; Waivers and Consents by Registered Owners</u>	57
Section 9.3	<u>Opinion of Counsel as to Supplemental Indenture</u>	58

ARTICLE X DISCHARGE OF INDENTURE

ARTICLE XI MISCELLANEOUS

Section 11.1	<u>Consents, Etc., of Registered Owners</u>	61
Section 11.2	<u>Limitation of Rights</u>	61
Section 11.3	<u>Severability</u>	61
Section 11.4	<u>Notices</u>	61
Section 11.5	<u>Trustee as Paying Agent and Registrar</u>	62
Section 11.6	<u>Counterparts</u>	62

Section 11.7	<u>Applicable Law</u>	62
Section 11.8	<u>Immunity of Officers and Directors</u>	62
Section 11.9	<u>Holidays</u>	62
Section 11.10	<u>Effective Date</u>	62
Section 11.11	<u>Compliance with Act</u>	62
<u>EXHIBIT A</u>		

FORM OF REQUISITION.....	1
--------------------------	---

THIS GENERAL INDENTURE OF TRUST, dated as of August 1, 2019, by and between AMERICAN FORK CITY, UTAH (the “Issuer”), a political subdivision and body politic duly organized and existing under the Constitution and laws of the State of Utah, and [Trustee], a national banking association duly organized and existing under the laws of the United States of America, authorized by law to accept and execute trusts and having its corporate trust office in Salt Lake City, Utah, as trustee (the “Trustee”),

W I T N E S S E T H:

WHEREAS, the Issuer desires to finance improvements to [its existing broadband system] (the “City Network”), including, but not limited to additions, extensions, buildings and other improvements to house and operate said facilities, to refund and retire existing obligations, to fund debt service reserves, to pay capitalized interest and to pay issuance expenses to be incurred in connection with the issuance and sale of the Bonds herein authorized and defined; and

WHEREAS, the Issuer anticipates that the Revenues, will be sufficient to pay debt service on the Bonds issued hereunder; and

WHEREAS, the Revenues will not be pledged or hypothecated in any manner or for any purpose at the time of the issuance of the Initial Bonds (as herein defined) and the Issuer desires to pledge said Revenues toward the payment of the principal and interest on said Bonds; and;

WHEREAS, pursuant to the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, and/or the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended (collectively, the “Act”), the Issuer is authorized to issue its bonds payable from a special fund into which the Revenues of the Issuer may be pledged;

NOW, THEREFORE, THIS INDENTURE OF TRUST WITNESSETH:

For and in consideration of the premises, the mutual covenants of the Issuer and the Trustee, the purchase from time to time of the Bonds by the Registered Owners thereof, the issuance by the Security Instrument Issuers from time to time of Security Instruments and the issuance by Reserve Instrument Providers from time to time of Reserve Instruments, and in order to secure the payment of the principal of and premium, if any, and interest on the Bonds, of all Security Instrument Repayment Obligations according to their tenor and effect and of all Reserve Instrument Repayment Obligations according to their tenor and effect and the performance and observance by the Issuer of all the covenants expressed or implied herein, in the Bonds, in all Security Instrument Agreements and in all Reserve Instrument Agreements, the Issuer does hereby convey, assign and pledge unto the Trustee and unto its successors in trust forever all right, title and interest of the Issuer in and to (i) the Revenues, (ii) all moneys in funds and accounts held by the Trustee hereunder (except the Rebate Fund), and (iii) all other rights hereinafter granted, first, for the further securing of the Bonds and all Security Instrument Repayment Obligations, and second, for the further security of all Reserve Instrument Repayment Obligations, subject

only to the provisions of this Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in this Indenture and any Supplemental Indenture;

TO HAVE AND TO HOLD all the same with all privileges and appurtenances hereby and hereafter conveyed and assigned, or agreed or intended so to be, to the Trustee and its respective successors and assigns in such trust forever;

IN TRUST NEVERTHELESS, upon the terms and trust set forth in this Indenture, FIRST, for the equal and proportionate benefit, security and protection of all Registered Owners of the Bonds issued pursuant to and secured by this Indenture and all Security Instrument Issuers without privilege, priority or distinction as to the lien or otherwise of any Bond or Security Instrument Repayment Obligation over any other by reason of time of issuance, sale, delivery, maturity or expiration thereof or otherwise for any cause whatsoever, except as expressly provided in or permitted by this Indenture; and SECOND, for the equal and proportionate benefit, security and protection of all Reserve Instrument Providers, without privilege, priority or distinction as to the lien or otherwise of any Reserve Instrument Repayment Obligation over any of the others by reason of time of issuance, delivery or expiration thereof or otherwise for any cause whatsoever;

PROVIDED, HOWEVER, that if the Issuer, its successors or assigns, shall well and truly pay, or cause to be paid, the principal and premium, if any, on the Bonds and the interest due or to become due thereon, at the times and in the manner mentioned in the Bonds, all Security Instrument Repayment Obligations, according to the true intent and meaning thereof and all Reserve Instrument Repayment Obligations, according to the true intent and meaning thereof, or shall provide, as permitted by this Indenture, for the payment thereof as provided in Article X hereof, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions of this Indenture, then upon such final payments or provisions for such payments by the Issuer, this Indenture, and the rights hereby granted, shall terminate; otherwise this Indenture shall remain in full force and effect.

The terms and conditions upon which the Bonds are to be executed, authenticated, delivered, secured and accepted by all persons who from time to time shall be or become Registered Owners thereof, and the trusts and conditions upon which the Revenues are to be held and disposed, which said trusts and conditions the Trustee hereby accepts, are as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. As used in this Indenture, the following terms shall have the following meanings unless the context otherwise clearly indicates:

“Accreted Amount” means, with respect to Capital Appreciation Bonds of any Series and as of the date of calculation, the amount representing the initial public offering price, plus the accumulated and compounded interest on such Bonds, as established pursuant to the Supplemental Indenture authorizing such Capital Appreciation Bonds.

“Acquisition/Construction Fund” means the American Fork City, Utah, Telecommunications Revenue Acquisition/Construction Fund created in Section 3.1 hereof to be held by the Trustee and administered pursuant to Section 5.1 hereof.

“Act” means the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended and the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended, each to the extent applicable.

“Additional Bonds” means all Bonds issued under this Indenture other than the Initial Bonds.

“Administrative Costs” means all Security Instrument Costs, Reserve Instrument Costs and Rebataable Arbitrage.

“Aggregate Annual Debt Service Requirement” means the total Debt Service (including any Repayment Obligations) for any one Bond Fund Year (or other specific period) on all Series of Bonds Outstanding or any specified portion thereof.

“Authorized Amount” means, with respect to a Commercial Paper Program, the maximum Principal amount of commercial paper which is then authorized by the Issuer to be outstanding at any one time pursuant to such Commercial Paper Program.

“Authorized Representatives” means the Mayor, City Manager, Finance Director, City Recorder, or any other officer of the Issuer so designated in writing by an Authorized Representative of the Issuer to the Trustee.

“Average Aggregate Annual Debt Service Requirement” means the total of all Aggregate Annual Debt Service Requirements divided by the total Bond Fund Years of the Bonds Outstanding or any specified portion thereof.

“Balloon Bonds” means, unless otherwise provided in the related Supplemental Indenture, Bonds (and/or Security Instrument Repayment Obligations relating thereto), other than Bonds which mature within one year of the date of issuance thereof, 25% or more of the Principal Installments on which (a) are due or, (b) at the option of the Owner thereof may be redeemed, during any period of twelve consecutive months; provided, however, that to constitute Balloon Bonds, the Issuer must so designate such Bonds.

“Bond Fund” means the American Fork City, Utah, Telecommunications Revenue Bond Fund created in Section 3.3 hereof to be held by the Trustee and administered pursuant to Section 5.3 hereof.

“Bond Fund Year” means the 12-month period beginning July 1 of each year and ending on the next succeeding June 30, except that the first Bond Fund Year shall begin on the date of delivery of the Initial Bonds and shall end on the next succeeding June 30.

“Bondholder,” “Bondowner,” “Registered Owner” or “Owner” means the registered owner of any Bonds herein authorized according to the registration books of the Issuer maintained by the Trustee as Registrar.

“Bonds” means bonds, notes, commercial paper or other obligations (other than Repayment Obligations) authorized by and at any time Outstanding pursuant to this Indenture, including the Initial Bonds and any Additional Bonds.

“Business Day” means any day (i) (a) on which banking business is transacted, but not including any day on which banks are authorized to be closed in New York City or in the city in which the Trustee has its Corporate Trust Office or, with respect to a related Series of Bonds, in the city in which any Security Instrument Issuer has its principal office for purposes of such Security Instrument and (b) on which the New York Stock Exchange is open, or (ii) as otherwise provided in a Supplemental Indenture.

“Capital Appreciation Bonds” means Bonds the interest on which (i) is compounded and accumulated at the rates and on the dates set forth in the Supplemental Indenture authorizing the issuance of such Bonds and designating them as Capital Appreciation Bonds, and (ii) is payable upon maturity or prior redemption of such Bonds.

“City Recorder” means the City Recorder of the Issuer and any deputy to the City Recorder or any successor to the duties of such office.

“City Network” means the Issuer’s broadband facilities, equipment and improvements, together with any additions, repairs, renewals, replacements, expansions, extensions and improvements to said facilities, or any part thereof, hereafter acquired or constructed, and together with all lands, easements, interests in land, licenses, rights of way of the Issuer and all other property, structures, equipment of the Issuer and contract rights and other tangible and intangible assets of the Issuer now or hereafter owned or used in connection with or related to said network

“Code” means the Internal Revenue Code of 1986, as amended.

“Commercial Paper Program” means commercial paper obligations with maturities of not more than two hundred seventy (270) days from the dates of issuance thereof which are issued and reissued by the Issuer from time to time pursuant to Article II hereof and are outstanding up to an Authorized Amount.

“Corporate Trust Office” means the designated corporate trust office of the Trustee at which, at any particular time, its corporate trust business shall be administered, which at the date of execution of this Indenture is that specified in Section 11.4.

“Cost” or “Costs” or “Cost of Completion,” or any phrase of similar import, in connection with a Project or with the refunding of any bonds, means all costs and expenses which are properly chargeable thereto under generally accepted accounting principles or which are incidental to the financing, acquisition and construction of a Project, or the refunding of any bonds, including, without limiting the generality of the foregoing:

- (a) amounts payable to contractors and costs incident to the award of contracts;
- (b) cost of labor, facilities and services furnished by the Issuer and its employees or others, materials and supplies purchased by the Issuer or others and permits and licenses obtained by the Issuer or others;
- (c) engineering, architectural, legal, planning, underwriting, accounting and other professional and advisory fees;
- (d) premiums for contract bonds and insurance during construction and costs on account of personal injuries and property damage in the course of construction and insurance against the same;
- (e) interest expenses, including interest on the Series of Bonds relating to a Project;
- (f) printing, engraving and other expenses of financing, fees of financial rating services and costs of issuing the Series of Bonds (including costs of interest rate caps and costs related to Interest Rate Swaps (or the elimination thereof));
- (g) costs, fees and expenses in connection with the acquisition of real and personal property or rights therein, including premiums for title insurance;
- (h) costs of furniture, fixtures, and equipment purchased by the Issuer and necessary to construct a Project;
- (i) amounts required to repay temporary or bond anticipation loans or notes made to finance the costs of a Project;
- (j) cost of site improvements performed by the Issuer in anticipation of a Project;
- (k) moneys necessary to fund the funds created under this Indenture;
- (l) costs of the capitalization with proceeds of a Series of Bonds issued hereunder of any operation and maintenance expenses and other working capital

appertaining to any facilities to be acquired for a Project and of any interest on a Series of Bonds for any period not exceeding the period estimated by the Issuer to effect the construction of a Project plus one year, as herein provided, of any discount on bonds or other securities, and of any reserves for the payment of the principal of and interest on a Series of Bonds, of any replacement expenses and of any other cost of issuance of a Series of Bonds or other securities, Security Instrument Costs and Reserve Instrument Costs;

(m) costs of amending any indenture or other instrument authorizing the issuance of or otherwise appertaining to a Series of Bonds;

(n) all other expenses necessary or desirable and appertaining to a Project, as estimated or otherwise ascertained by the Issuer, including costs of contingencies for a Project; and

(o) payment to the Issuer of such amounts, if any, as shall be necessary to reimburse the Issuer in full for advances and payments theretofore made or costs theretofore incurred by the Issuer for any item of Costs.

In the case of refunding or redeeming any bonds or other obligations, "Cost" includes, without limiting the generality of the foregoing, the items listed in (c), (e), (f), (i), (k), (l), (m) and (o) above, advertising and other expenses related to the redemption of such bonds to be redeemed and the redemption price of such bonds (and the accrued interest payable on redemption to the extent not otherwise provided for).

"Cross-over Date" means with respect to Cross-over Refunding Bonds the date on which the Principal portion of the related Cross-over Refunded Bonds is to be paid or redeemed from the proceeds of such Cross-over Refunding Bonds.

"Cross-over Refunded Bonds" means Bonds or other obligations refunded by Cross-over Refunding Bonds.

"Cross-over Refunding Bonds" means Bonds issued for the purpose of refunding Bonds or other obligations if the proceeds of such Cross-over Refunding Bonds are irrevocably deposited in escrow in satisfaction of the requirements of Section 11-27-3, Utah Code, to secure the payment on an applicable redemption date or maturity date of the Cross-over Refunded Bonds (subject to possible use to pay Principal of the Cross-over Refunding Bonds under certain circumstances) and the earnings on such escrow deposit are required to be applied to pay interest on the Cross-over Refunding Bonds until the Cross-over Date.

"Current Interest Bonds" means all Bonds other than Capital Appreciation Bonds. Interest on Current Interest Bonds shall be payable periodically on the Interest Payment Dates provided therefor in a Supplemental Indenture.

"Debt Service" means, for any particular Bond Fund Year and for any Series of Bonds and any Repayment Obligations, an amount equal to the sum of (i) all interest payable during such Bond Fund Year on such Series of Bonds, plus (ii) the Principal

Installments payable during such Bond Fund Year on (a) such Bonds Outstanding, calculated on the assumption that Bonds Outstanding on the day of calculation cease to be Outstanding by reason of, but only by reason of, payment either upon maturity or application of any Sinking Fund Installments required by the Indenture, and (b) such Repayment Obligations then outstanding;

provided, however, for purposes of Section 2.13 hereof,

(1) when calculating interest payable during such Bond Fund Year for any Series of Variable Rate Bonds or Repayment Obligations bearing interest at a variable rate which cannot be ascertained for any particular Bond Fund Year, it shall be assumed that such Series of Variable Rate Bonds or related Repayment Obligations will bear interest at such market rate of interest applicable to such Series of Variable Rate Bonds or related Repayment Obligations as shall be established for this purpose in the opinion of the Issuer's financial advisor, underwriter or similar agent (which market rate of interest may be based upon a recognized comparable market index, an average of interest rates for prior years or otherwise);

(2) when calculating interest payable during such Bond Fund Year for any Series of Variable Rate Bonds which are issued with a floating rate and with respect to which an Interest Rate Swap is in effect in which the Issuer has agreed to pay a fixed interest rate, such Series of Variable Rate Bonds shall be deemed to bear interest at the effective fixed annual rate thereon as a result of such Interest Rate Swap; provided that such effective fixed annual rate may be utilized only if such Interest Rate Swap does not result in a reduction or withdrawal of any rating then in effect with respect to the Bonds and so long as such Interest Rate Swap is contracted to remain in full force and effect;

(3) when calculating interest payable during such Bond Fund Year for any Series of Bonds which are issued with a fixed interest rate and with respect to which an Interest Rate Swap is in effect in which the Issuer has agreed to pay a floating amount, Debt Service shall include the interest payable on such Series of Bonds, less fixed amounts to be received by the Issuer under such Interest Rate Swap plus the amount of the floating payments (using the market rate in a manner similar to that described in (1) above, unless another method of estimation is more appropriate, in the opinion of the Issuer's financial advisor, underwriter or similar agent with the approval of each Rating Agency, for such floating payments) to be made by the Issuer under the Interest Rate Swap; provided that the above described calculation of Debt Service may be utilized only if such Interest Rate Swap does not result in a reduction or withdrawal of any rating then in effect with respect to the Bonds and so long as such Interest Rate Swap is contracted to remain in full force and effect;

(4) when calculating interest payable during such Bond Fund Year with respect to any Commercial Paper Program, Debt Service shall include an amount equal to the sum of all principal and interest payments that would be payable during

such Bond Fund Year assuming that the Authorized Amount of such Commercial Paper Program is amortized on a level debt service basis over a period of 30 years beginning on the date of calculation or, if later, the last day of the period during which obligations can be issued under such Commercial Paper Program, and bearing interest at such market rate of interest applicable to such Commercial Paper Program as shall be established for this purpose in the opinion of the Issuer's financial advisor, underwriter or similar agent (which market rate of interest may be based upon a recognized comparable market index, an average of interest rates for prior years or otherwise);

(5) when calculating interest payable on Bonds that are Paired Obligations, the interest rate on such Bonds shall be the resulting linked rate or effective fixed interest rate to be paid by the Issuer with respect to such Paired Obligations; and

(6) amortization of Balloon Bonds may be assumed on a level debt service basis over a twenty-year period at the interest rate based on the Revenue Bond Index as last published in *The Bond Buyer*, provided that the full amount of Balloon Bonds shall be included in the calculation if the calculation is made within twelve (12) months of the actual maturity of such Balloon Bonds and no credit facility exists;

and further provided, that there shall be excluded from Debt Service (a) interest on Bonds (including Cross-over Refunding Bonds or Cross-over Refunded Bonds) to the extent that Escrowed Interest or capitalized interest is available to pay such interest, (b) Principal on Cross-over Refunded Bonds to the extent that the proceeds of Cross-over Refunding Bonds are on deposit in an irrevocable escrow in satisfaction of the requirements of Section 11-27-3, Utah Code, as amended, and such proceeds or the earnings thereon are required to be applied to pay such Principal (subject to the possible use to pay the Principal of the Cross-over Refunding Bonds under certain circumstances) and such amounts so required to be applied are sufficient to pay such Principal, (c) Repayment Obligations to the extent that payments on Pledged Bonds relating to such Repayment Obligations satisfy the Issuer's obligation to pay such Repayment Obligations and (d) all interest on Bonds to the extent of Direct Payments attributable to Debt Service on Outstanding Bonds or Additional Bonds proposed to be issued.

"Debt Service Reserve Fund" means the American Fork City, Utah, Debt Service Reserve Fund created in Section 3.5 hereof to be held by the Trustee and administered pursuant to Section 5.5 hereof.

"Debt Service Reserve Requirement" means with respect to each Series of Bonds issued pursuant to this Indenture, unless otherwise provided in the related Supplemental Indenture, an amount equal to the least of (i) 10% of the proceeds of such Series of Bonds determined on the basis of original principal amount (unless original issue premium or original issue discount exceeds 2% of original principal, then determined on the basis of initial purchase price to the public), (ii) the maximum annual Debt Service during any Bond Fund Year for such Series of Bonds, and (iii) 125% of the average annual Debt Service for

such Series of Bonds; provided, however, that in the event any Series of Additional Bonds is issued to refund only a portion and not all of the then Outstanding Bonds of any other Series of Bonds issued pursuant to the Indenture, then the portion of such Series of Bonds that remain Outstanding immediately after the issuance of such Additional Bonds and the portion of such Additional Bonds that is allocable to the refunding of such Series of Bonds may be combined and treated as a single Series for purpose of determining the Debt Service Reserve Requirement relating to such combined Series and the resulting requirement shall be allocated among the two Series pro rata based upon the total principal amount remaining Outstanding for each Series. The Debt Service Reserve Requirement may be funded by proceeds from the sale of such Series of Bonds, by a Reserve Instrument as herein provided or, if provided in the related Supplemental Indenture, may be accumulated over time. Each Account of the Debt Service Reserve Fund shall only be used with respect to the related Series of Bonds.

“Direct Obligations” means noncallable Government Obligations.

“Direct Payments” means the interest subsidy payments received by the Issuer from the Internal Revenue Service pursuant to Section 6431 of the Code or other substantially similar programs with respect to Bonds issued hereunder.

“Direct Payment Bonds” means the interest subsidy bonds issuable by the Issuer under Sections 54AA and 6431 of the Code and a “qualified bond” under Section 54AA(g)(2) of the Code or such other tax credit bonds of substantially similar nature which may be hereafter authorized.

“Escrowed Interest” means amounts irrevocably deposited in escrow in accordance with the requirements of Section 11-27-3, Utah Code, in connection with the issuance of Refunding Bonds or Cross-over Refunding Bonds secured by such amounts or earnings on such amounts which are required to be applied to pay interest on such Cross-over Refunding Bonds or the related Cross-over Refunded Bonds.

“Event of Default” means with respect to any default or event of default hereunder any occurrence or event specified in and defined by Section 7.1 hereof.

“Fitch” means Fitch Ratings.

“Franchise Tax Revenues” means all franchise tax revenues received by the City pursuant to Title 10, Chapter 1, Part 3, Utah Code Annotated 1953, as amended.

“Governing Body” means the City Council of the Issuer.

“Government Obligations” means solely one or more of the following:

(a) State and Local Government Series issued by the United States Treasury (“SLGS”);

(b) United States Treasury bills, notes and bonds, as traded on the open market;

(c) Zero Coupon United States Treasury Bonds; and

(d) Any other direct obligations of or obligations unconditionally guaranteed by, the United States of America (including, without limitation, obligations commonly referred to as “REFCORP strips”).

“Indenture” means this General Indenture of Trust as from time to time amended or supplemented by Supplemental Indentures in accordance with the terms of this Indenture.

“Initial Bonds” means the first Series of Bonds issued under this Indenture.

“Interest Payment Date” means the stated payment date of an installment of interest on the Bonds.

“Interest Rate Swap” means an agreement between the Issuer or the Trustee and a Swap Counterparty related to a Series of Bonds whereby a variable rate cash flow (which may be subject to any interest rate cap) on a principal or notional amount is exchanged for a fixed rate of return on an equal principal or notional amount. If the Issuer or the Trustee enters into more than one Interest Rate Swap with respect to a Series of Bonds, each Interest Rate Swap shall specify the same payment dates.

“Issuer” means American Fork City, Utah, and its successors.

“Mayor” means the Mayor of the Issuer and any deputy to the Mayor, Mayor *pro tem*, or any successor to the duties of such office.

“Moody’s” means Moody’s Investors Service, Inc.

“Network Revenues” means all gross income and revenues of any kind, from any source whatsoever, derived from the ownership or operation of the City Network, including moneys received from the imposition of fees and charges to providers to and end users of the City Network, together with all interest earned by and profits derived from the sale of investments in the related funds thereof including, without limitation, all fees, Direct Payments.

“Outstanding” or “Bonds Outstanding” means at any date all Bonds which have not been canceled which have been or are being authenticated and delivered by the Trustee under this Indenture, except:

(a) Any Bond or portion thereof which at the time has been paid or deemed paid pursuant to Article X of this Indenture; and

(b) Any Bond in lieu of or in substitution for which a new Bond shall have been authenticated and delivered hereunder, unless proof satisfactory to the Trustee is presented that such Bond is held by a bona fide holder in due course.

“Paying Agent” means the Trustee, appointed as the initial paying agent for the Bonds pursuant to Sections 6.6 and 11.5 hereof, and any additional or successor paying agent appointed pursuant hereto.

“Pledged Bonds” means any Bonds that have been (i) pledged or in which any interest has otherwise been granted to a Security Instrument Issuer as collateral security for Security Instrument Repayment Obligations or (ii) purchased and held by a Security Instrument Issuer pursuant to a Security Instrument.

“Principal” means (i) with respect to any Capital Appreciation Bond, the Accreted Amount thereof (the difference between the stated amount to be paid at maturity and the Accreted Amount being deemed unearned interest), except as used in connection with the authorization and issuance of Bonds and with the order of priority of payment of Bonds after an Event of Default, in which case “Principal” means the initial public offering price of a Capital Appreciation Bond (the difference between the Accreted Amount and the initial public offering price being deemed interest), and (ii) with respect to any Current Interest Bond, the principal amount of such Bond payable at maturity.

“Principal Installment” means, as of any date of calculation, (i) with respect to any Series of Bonds, so long as any Bonds thereof are Outstanding, (a) the Principal amount of Bonds of such Series due on a certain future date for which no Sinking Fund Installments have been established, or (b) the unsatisfied balance of any Sinking Fund Installment due on a certain future date for Bonds of such Series, plus the amount of the sinking fund redemption premiums, if any, which would be applicable upon redemption of such Bonds on such future date in a Principal amount equal to such unsatisfied balance of such Sinking Fund Installment and (ii) with respect to any Repayment Obligations, the principal amount of such Repayment Obligations due on a certain future date.

“Project” means any acquisition, construction, installation, and equipping of communications facilities, additions, extensions, facilities, equipment, buildings, furnishings, and improvements for the City Network, including the acquisition of access rights to and capacity in other networks.

“Put Bond” means any Bond which is part of a Series of Bonds which is subject to purchase by the Issuer, its agent or a third party from the Owner of the Bond pursuant to provisions of the Supplemental Indenture authorizing the issuance of the Bond and designating it as a “Put Bond.”

“Qualified Consultant” means any firm, corporation, company or any other organization or person generally recognized as having expertise in matters relating to telecommunications or fiber optic systems, selected and paid by the Issuer, who shall not have any substantial interest, direct or indirect with the Issuer, but who may be regularly retained to make annual or other periodic reports to the Issuer.

“Qualified Investments” means any of the following securities:

- (a) Government Obligations;

(b) Obligations of any of the following federal agencies which obligations represent full faith and credit obligations of the United States of America including: the Export-Import Bank of the United States; the Government National Mortgage Association; the Federal Housing Administration; the Maritime Administration; General Services Administration, Small Business Administration; or the Department of Housing and Urban Development (PHA's);

(c) Money market funds rated "AAAm" or "AAAm-G" or better by S&P and/or the equivalent rating or better of Moody's (if so rated), including money market funds from which the Trustee or its affiliates derive a fee for investment advisory services to the fund;

(d) Commercial paper which is rated at the time of purchase in the single highest classification, P-1 by Moody's or A-1+ by S&P, and which matures not more than 270 days after the date of purchase;

(e) Bonds, notes or other evidences of indebtedness rated "AAA" by S&P and "Aaa" by Moody's issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation with remaining maturities not exceeding three years;

(f) U.S. dollar denominated deposit accounts, federal funds and banker's acceptances with domestic commercial banks, including the Trustee and its affiliates, which have a rating on their short-term certificates of deposit on the date of purchase of "A-1" or "A-1+" by S&P and "P-1" by Moody's and maturing no more than 360 days after the date of purchase (ratings on holding companies are not considered as the rating of the bank);

(g) The fund held by the Treasurer for the State of Utah and commonly known as the Utah State Public Treasurer's Investment Fund; and

(h) Any other investments or securities permitted for investment of public funds under the State Money Management Act of 1974, Title 51, Chapter 7, Utah Code, including investments contracts permitted by Section 51-7-17(2)(d) thereof.

"Rating Agency" means Fitch, Moody's or S&P and their successors and assigns, but only to the extent such rating agency is then providing a rating on a Series of Bonds issued hereunder at the request of the Issuer. If any such Rating Agency ceases to act as a securities rating agency, the Issuer may designate any nationally recognized securities rating agency as a replacement.

"Rating Category" or "Rating Categories" mean one or more of the generic rating categories of a Rating Agency, without regard to any refinement or gradation of such rating category or categories by a numerical modifier or otherwise.

"Rebatable Arbitrage" means with respect to any Series of Bonds where (i) the interest thereon is intended to be excludable from gross income for federal income tax

purposes or (ii) Direct Payments are applicable, the amount (determinable as of each Rebate Calculation Date) of rebatable arbitrage payable to the United States at the times and in the amounts specified in Section 148(f)(3) of the Code and Section 1.148-3 of the Regulations.

“Rebate Calculation Date” means, with respect to any Series of Bonds where (i) the interest thereon is intended to be excludable from gross income for federal income tax purposes or (ii) Direct Payments are applicable, the Interest Payment Date next preceding the fifth anniversary of the issue date of such Series of Bonds, each fifth anniversary of the initial Rebate Calculation Date for such Series of Bonds, and the date of retirement of the last Bond for such Series.

“Rebate Fund” means the American Fork City, Utah, Telecommunications Revenue Rebate Fund created in Section 3.8 hereof to be held by the Trustee and administered pursuant to Section 5.8 hereof.

“Register” means the record of ownership of the Bonds maintained by the Registrar.

“Registrar” means the Trustee (or other party designated as Registrar by Supplemental Indenture), appointed as the registrar for the Bonds pursuant to Sections 2.6, 6.5 and 11.5 hereof, and any additional or successor registrar appointed pursuant hereto.

“Regular Record Date” means unless otherwise provided by Supplemental Indenture for a Series of Bonds, the fifteenth day of the month immediately preceding each Interest Payment Date.

“Regulations” and all references thereto shall mean and include applicable final, proposed and temporary United States Treasury Regulations promulgated with respect to Sections 103 and 141 through 150 of the Code, including all amendments thereto made hereafter.

“Remarketing Agent” means a remarketing agent or commercial paper dealer appointed by the Issuer pursuant to a Supplemental Indenture.

“Repair and Replacement Fund” means the American Fork City, Utah, Telecommunications Revenue Repair and Replacement Fund created in Section 3.7 hereof to be held by the Issuer and administered pursuant to Section 5.7 hereof.

“Repair and Replacement Reserve Requirement” means the amount or amounts from time to time required under each Supplemental Indenture to be on deposit in the Repair and Replacement Fund.

“Repayment Obligations” means, collectively, all outstanding Security Instrument Repayment Obligations and Reserve Instrument Repayment Obligations.

“Reserve Instrument” means a device or instrument issued by a Reserve Instrument Provider to satisfy all or any portion of the Debt Service Reserve Requirement applicable to a Series of Bonds. The term “Reserve Instrument” includes, by way of example and not

of limitation, letters of credit, bond insurance policies, surety bonds, standby bond purchase agreements, lines of credit and other devices.

“Reserve Instrument Agreement” means any agreement entered into by the Issuer and a Reserve Instrument Provider pursuant to a Supplemental Indenture (including the applicable portions of a Supplemental Indenture) and providing for the issuance by such Reserve Instrument Provider of a Reserve Instrument.

“Reserve Instrument Costs” means all fees, premiums, expenses and similar costs, other than Reserve Instrument Repayment Obligations, required to be paid to a Reserve Instrument Provider pursuant to a Reserve Instrument Agreement. Each Reserve Instrument Agreement shall specify the fees, premiums, expenses and costs constituting Reserve Instrument Costs.

“Reserve Instrument Coverage” means, as of any date of calculation, the aggregate amount available to be paid to the Trustee pursuant hereto under all Reserve Instruments.

“Reserve Instrument Fund” means the American Fork City, Utah, Telecommunications Revenue Reserve Instrument Fund created in Section 3.6 hereof to be held by the Trustee and administered pursuant to Section 5.6 hereof.

“Reserve Instrument Limit” means, as of any date of calculation and with respect to any Reserve Instrument, the maximum aggregate amount available to be paid under such Reserve Instrument into the Debt Service Reserve Fund assuming for purposes of such calculation that the amount initially available under each Reserve Instrument has not been reduced or that the amount initially available under each Reserve Instrument has only been reduced as a result of the payment of principal of the applicable Series of Bonds.

“Reserve Instrument Provider” means any bank, savings and loan association, savings bank, thrift institution, credit union, insurance company, surety company or other institution issuing a Reserve Instrument.

“Reserve Instrument Repayment Obligations” means, as of any date of calculation and with respect to any Reserve Instrument Agreement, those outstanding amounts payable by the Issuer under such Reserve Instrument Agreement (including the Supplemental Indenture authorizing the use of such Reserve Instrument) to repay the Reserve Instrument Provider for payments previously made by it pursuant to a Reserve Instrument. There shall not be included in the calculation of Reserve Instrument Repayment Obligations any Reserve Instrument Costs.

“Revenue Fund” means the American Fork City, Utah, Telecommunications Revenue Fund created in Section 3.2 hereof to be held by the Issuer and administered pursuant to Section 5.2 hereof.

“Revenues” means the Franchise Tax Revenues, the Network Revenues and the Sales Tax Revenues.

“S&P” means S&P Global Ratings.

“Sales Tax Revenues” means all sales tax revenues received by the City pursuant to sales tax revenue that the City collects under Title 59, Chapter 12, Part 2 of the Utah Code; provided, however, that in no event shall the amount of Sales Tax Revenues to be used to pay the debt service on the Bonds exceed 50% of the Average Aggregate Annual Debt Service Requirement.

“Security Instrument” means an instrument or other device issued by a Security Instrument Issuer to pay, or to provide security or liquidity for, a Series of Bonds. The term “Security Instrument” includes, by way of example and not of limitation, letters of credit, bond insurance policies, standby bond purchase agreements, lines of credit and other security instruments and credit enhancement or liquidity devices (but does not include a Reserve Instrument); provided, however, that no such device or instrument shall be a “Security Instrument” for purposes of this Indenture unless specifically so designated in a Supplemental Indenture authorizing the use of such device or instrument.

“Security Instrument Agreement” means any agreement entered into by the Issuer and a Security Instrument Issuer pursuant to a Supplemental Indenture (including the applicable portions of a Supplemental Indenture) providing for the issuance by such Security Instrument Issuer of a Security Instrument.

“Security Instrument Costs” means, with respect to any Security Instrument, all fees, premiums, expenses and similar costs, other than Security Instrument Repayment Obligations, required to be paid to a Security Instrument Issuer pursuant to a Security Instrument Agreement or the Supplemental Indenture authorizing the use of such Security Instrument. Such Security Instrument Agreement or Supplemental Indenture shall specify any fees, premiums, expenses and costs constituting Security Instrument Costs.

“Security Instrument Issuer” means any bank or other financial institution, insurance company, surety company or other institution issuing a Security Instrument.

“Security Instrument Repayment Obligations” means, as of any date of calculation and with respect to any Security Instrument Agreement, any outstanding amounts payable by the Issuer under the Security Instrument Agreement or the Supplemental Indenture authorizing the use of such Security Instrument to repay the Security Instrument Issuer for payments previously or concurrently made by the Security Instrument Issuer pursuant to a Security Instrument. There shall not be included in the calculation of the amount of Security Instrument Repayment Obligations any Security Instrument Costs.

“Series” means all of the Bonds authenticated and delivered on original issuance and identified pursuant to the Supplemental Indenture authorizing such Bonds as a separate Series of Bonds, and any Bonds thereafter authenticated and delivered in lieu thereof or in substitution therefor.

“Sinking Fund Account” means the American Fork City, Utah, Telecommunications Revenue Sinking Fund Account of the Bond Fund created in Section 3.4 hereof to be held by the Trustee and administered pursuant to Section 5.4 hereof.

“Sinking Fund Installment” means the amount of money which is required to be deposited into the Sinking Fund Account in each Bond Fund Year for the retirement of Term Bonds as specified in the Supplemental Indenture authorizing said Term Bonds (whether at maturity or by redemption), and including the redemption premium, if any.

“Special Record Date” means such date as may be fixed for the payment of defaulted interest on the Bonds in accordance with this Indenture.

“State” means the State of Utah.

“Supplemental Indenture” means any indenture between the Issuer and the Trustee entered into pursuant to and in compliance with the provisions of Article IX hereof.

“Swap Counterparty” means a member of the International Swap Dealers Association rated in one of the three top Rating Categories by at least one of the Rating Agencies and meeting the requirements of applicable laws of the State.

“Swap Payments” means as of each payment date specified in an Interest Rate Swap, the amount, if any, payable to the Swap Counterparty by the Issuer. Swap Payments do not include any Termination Payments.

“Swap Receipts” means as of each payment date specified in an Interest Rate Swap, the amount, if any, payable for the account of the Issuer by the Swap Counterparty. Swap Receipts do not include amounts received with respect to the early termination or modification of an Interest Rate Swap.

“Term Bonds” means the Bonds which shall be subject to retirement by operation of mandatory sinking fund redemptions from the Sinking Fund Account.

“Termination Payments” means the amount payable to the Swap Counterparty by the Issuer with respect to the early termination or modification of an Interest Rate Swap. Termination Payments may only be payable from and secured by Revenues after payment of all amounts then due pursuant to the Indenture.

“Trustee” means Trustee or any successor corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party and any successor trustee at any time serving as successor trustee hereunder.

“Utah Code” means Utah Code Annotated 1953, as amended.

“Variable Rate Bonds” means, as of any date of calculation, Bonds, the interest on which for any future period of time, is to be calculated at a rate which is not susceptible to a precise determination.

“Year” means any twelve-consecutive-month period.

Section 1.2 Indenture to Constitute Contract. In consideration of the purchase and acceptance from time to time of any and all of the Bonds authorized to be issued

hereunder by the Registered Owners thereof, the issuance from time to time of any and all Security Instruments by Security Instrument Issuers, and the issuance from time to time of any and all Reserve Instruments by Reserve Instrument Providers pursuant hereto, this Indenture shall be deemed to be and shall constitute a contract between the Issuer and the Owners from time to time of the Bonds, the Security Instrument Issuers and the Reserve Instrument Providers; and the pledge made in this Indenture and the covenants and agreements herein set forth to be performed by or on behalf of the Issuer shall be, FIRST, for the equal benefit, protection and security of the Owners of any and all of the Bonds and the Security Instrument Issuers of any and all of the Security Instruments all of which, regardless of the time or times of their issuance, delivery, maturity or expiration, shall be of equal rank without preference, priority or distinction of any of the Bonds or Security Instrument Repayment Obligations over any others, except as expressly provided in or permitted by this Indenture, and SECOND, for the equal benefit, protection and security of the Reserve Instrument Providers of any and all of the Reserve Instruments which, regardless of the time or times of their issuance, delivery or termination, shall be of equal rank without preference, priority or distinction of any Reserve Instrument over any other thereof.

Section 1.3 Construction. This Indenture, except where the context by clear implication herein otherwise requires, shall be construed as follows:

- (a) The terms “hereby,” “hereof,” “herein,” “hereto,” “hereunder,” and any similar terms used in this Indenture shall refer to this Indenture in its entirety unless the context clearly indicates otherwise.
- (b) Words in the singular number include the plural, and words in the plural include the singular.
- (c) Words in the masculine gender include the feminine and the neuter, and when the sense so indicates, words of the neuter gender refer to any gender.
- (d) Articles, sections, subsections, paragraphs and subparagraphs mentioned by number, letter, or otherwise, correspond to the respective articles, sections, subsections, paragraphs and subparagraphs hereof so numbered or otherwise so designated.
- (e) The titles or leadlines applied to articles, sections and subsections herein are inserted only as a matter of convenience and ease in reference and in no way define, limit or describe the scope or intent of any provisions of this Indenture.

ARTICLE II

THE BONDS

Section 2.1 Authorization of Bonds. There is hereby authorized for issuance hereunder Bonds which may, if and when authorized by Supplemental Indenture, be issued in one or more separate Series. Each Series of Bonds shall be authorized by a Supplemental Indenture, which shall state the purpose or purposes for which each such Series of Bonds is being issued. The aggregate principal amount of Bonds which may be issued shall not be limited except as provided herein or as may be limited by law provided that the aggregate principal amount of Bonds of each such Series shall not exceed the amount specified in the Supplemental Indenture authorizing each such Series of Bonds.

Section 2.2 Description of Bonds; Payment.

(a) Each Series of Bonds issued under the provisions hereof may be issued only as registered bonds. Unless otherwise specified in the Supplemental Indenture authorizing such Series of Bonds, each Series of Bonds shall be in the denomination of Five Thousand Dollars (\$5,000) each or any integral multiple thereof, shall be numbered consecutively from R-1 upwards and shall bear interest payable on each Interest Payment Date.

(b) Each Series of Bonds issued under the provisions hereof shall be dated, shall bear interest at a rate or rates not exceeding the maximum rate permitted by law on the date of initial issuance of such Series, shall be payable on the days, shall be stated to mature on the days and in the years and shall be subject to redemption prior to their respective maturities, all as set forth in the Supplemental Indenture authorizing such Series of Bonds. Each Series of Bonds shall be designated “[Taxable] Telecommunications, Franchise and Sales Tax Revenue [Refunding] Bonds, Series _____,” in each case inserting the year in which the Bonds are issued and, if necessary, an identifying Series letter.

(c) Both the principal of and the interest on the Bonds shall be payable in lawful money of the United States of America. Payment of the interest on any Bond shall be made to the person appearing on the Bond registration books of the Registrar hereinafter provided for as the Registered Owner thereof by check or draft mailed on the Interest Payment Date to the Registered Owner at his address as it appears on such registration books or to owners of \$1,000,000 or more in aggregate principal amount of Bonds (or owners of 100% of any Series then Outstanding) by wire transfer to a bank account located in the United States designated by the Registered Owner in written instructions furnished to the Trustee no later than the Regular Record Date for such payment. Unless otherwise specified in the related Supplemental Indenture, the interest on Bonds so payable, and punctually paid and duly provided for, on any Interest Payment Date will be paid to the person who is the Registered Owner thereof at the close of business on the Regular Record Date for such interest immediately preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be

payable to the registered owner of any Bond on such Regular Record Date, and will be paid to the person who is the Registered Owner thereof at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by the Trustee, notice thereof to be given to such Registered Owner not less than ten (10) days prior to such Special Record Date. The principal of and premium, if any, on Bonds are payable upon presentation and surrender thereof or as provided in Section 2.6 hereof at the Corporate Trust Office of the Trustee as Paying Agent, except as otherwise provided by Supplemental Indenture. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

(d) The Bonds of each Series may contain or have endorsed thereon such provisions, specifications and descriptive words not inconsistent with the provisions hereof as may be necessary or desirable to comply with custom, the rules of any securities exchange or commission or brokerage board or otherwise, as may be specified in the Supplemental Indenture authorizing such Series of Bonds.

Section 2.3 Execution; Limited Obligation. Unless otherwise specified in the related Supplemental Indenture, the Bonds of any Series shall be executed on behalf of the Issuer with the manual or official facsimile signature of its Mayor, countersigned with the manual or official facsimile signature of the City Recorder, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the Issuer. In case any officer, the facsimile of whose signature shall appear on the Bonds, shall cease to be such officer before the delivery of such Bonds, such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until delivery.

The Bonds, together with interest thereon, and all Repayment Obligations shall be limited obligations of the Issuer payable solely from the Revenues (except to the extent paid out of moneys attributable to the Bond proceeds or other funds created hereunder and held by the Trustee (except the Rebate Fund) or the income from the temporary investment thereof). The Bonds shall be a valid claim of the Registered Owners thereof only against the Revenues and other moneys in funds and accounts held by the Trustee hereunder (except the Rebate Fund) and the Issuer hereby pledges and assigns the same for the equal and ratable payment of the Bonds and all Repayment Obligations, and the Revenues shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Bonds and to pay the Repayment Obligations, except as may be otherwise expressly authorized herein or by Supplemental Indenture. The issuance of the Bonds and delivery of any Security Instrument Agreement or Reserve Instrument Agreement shall not, directly, indirectly or contingently, obligate the Issuer or any agency, instrumentality or political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment.

The provisions of this Section 2.3 relating to the execution of Bonds may be changed as they apply to the Bonds of any Series by the Supplemental Indenture authorizing such Series of Bonds.

Section 2.4 Authentication and Delivery of Bonds.

(a) The Issuer shall deliver executed Bonds of each Series to the Trustee for authentication. Subject to the satisfaction of the conditions for authentication of Bonds set forth herein, the Trustee shall authenticate such Bonds, and deliver them upon the order of the Issuer to the purchasers thereof (or hold them on their behalf) upon the payment by the purchasers to the Trustee for the account of the Issuer of the purchase price therefor. Delivery by the Trustee shall be full acquittal to the purchasers for the purchase price of such Bonds, and such purchasers shall be under no obligation to see to the application thereof. The proceeds of the sale of such Bonds shall, however, be disposed of only as provided herein and in the related Supplemental Indenture.

(b) No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit hereunder, unless and until a certificate of authentication on such Bond substantially in the form set forth in the Supplemental Indenture authorizing such Bond shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered hereunder. The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer of the Trustee, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

(c) Prior to the authentication by the Trustee of each Series of Bonds there shall have been filed with the Trustee:

(i) A copy, duly certified by the City Recorder, of this Indenture (to the extent not theretofore so filed) and the Supplemental Indenture authorizing such Series of Bonds.

(ii) A copy, certified by the City Recorder, of the proceedings of the Issuer's Governing Body approving the execution and delivery of the instruments specified in Section 2.4(c)(i) herein and the execution and delivery of such Series of Bonds, together with a certificate, dated as of the date of authentication of such Series of Bonds, of the City Recorder that such proceedings are still in force and effect without amendments except as shown in such proceedings.

(iii) A request and authorization to the Trustee of the Issuer to authenticate such Series of Bonds in the aggregate principal amount therein specified and deliver them to purchasers therein identified upon payment to the Trustee, for account of the Issuer, of the sum specified therein.

(iv) An opinion of bond counsel dated the date of authentication of such Series of Bonds substantially to the effect that (a) the Issuer has authorized the execution and delivery of this Indenture and this Indenture

has been duly executed and delivered by the Issuer and is a valid and binding obligation of the Issuer; (b) this Indenture creates a valid pledge on the Revenues; and (c) the Bonds of such Series are valid and binding special obligations of the Issuer, entitled to the benefits and security hereof, provided that such opinion may contain limitations acceptable to the purchaser of such Series of Bonds.

(d) The Issuer may provide by Supplemental Indenture for the delivery to the Trustee of one or more Security Instruments (or may substitute one Security Instrument for another) with respect to any Series of Bonds and the execution and delivery of any Security Instrument Agreements deemed necessary in connection therewith.

(e) The Issuer may provide by Supplemental Indenture for the issuance and delivery to the Trustee of one or more Reserve Instruments and the execution and delivery of any Reserve Instrument Agreements deemed necessary in connection therewith.

(f) The Issuer may authorize by Supplemental Indenture the issuance of Put Bonds; provided that any obligation of the Issuer to pay the purchase price of any such Put Bonds shall not be secured by a pledge of Revenues on a parity with the pledge contained in Section 6.2 hereof. The Issuer may provide for the appointment of such Remarketing Agents, indexing agents, tender agents or other agents as the Issuer may determine.

(g) The Issuer may include such provisions in a Supplemental Indenture authorizing the issuance of a Series of Bonds secured by a Security Instrument as the Issuer deems appropriate, including:

(i) So long as the Security Instrument is in full force and effect, and payment on the Security Instrument is not in default, (i) the Security Instrument Issuer shall be deemed to be the Owner of the Outstanding Bonds of such Series (a) when the approval, consent or action of the Bondowners for such Series of Bonds is required or may be exercised under the Indenture and (b) following an Event of Default and (ii) the Indenture may not be amended in any manner which affects the rights of such Security Instrument Issuer without its prior written consent.

(ii) In the event that the Principal and redemption price, if applicable, and interest due on any Series of Bonds Outstanding shall be paid under the provisions of a Security Instrument, all covenants, agreements and other obligations of the Issuer to the Bondowners of such Series of Bonds shall continue to exist and such Security Instrument Issuer shall be subrogated to the rights of such Bondowners in accordance with the terms of such Security Instrument.

(iii) In addition, such Supplemental Indenture may establish such provisions as are necessary to provide relevant information to the Security Instrument Issuer and to provide a mechanism for paying Principal Installments and interest on such Series of Bonds from the Security Instrument.

(h) The Issuer may provide for the execution of an Interest Rate Swap in connection with any Series of Bonds issued hereunder if so provided in the Supplemental Indenture. The obligation of the Issuer to pay Swap Payments may be secured with (a) a lien on the Revenues on a parity with the lien thereon of Debt Service on the related Bonds (as more fully described in Section 5.2 herein) and may be net of Swap Receipts or (b) a subordinate lien on the Revenues and may be net of Swap Receipts. Such obligations may also be secured by other legally available moneys of the Issuer, all as established in the Supplemental Indenture for the related Series of Bonds. Termination Payments may only be payable from and secured by Revenues after payment of all amounts then due pursuant to the Indenture.

Section 2.5 Mutilated, Lost, Stolen or Destroyed Bonds. In the event any Bond is mutilated, lost, stolen or destroyed, the Issuer may execute and the Trustee may authenticate a new Bond of like date, Series, maturity and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, or an affidavit of an officer of the Bondholder attesting to such loss, theft or destruction, together in all cases with indemnity satisfactory to the Trustee and the Issuer. In the event any such Bond shall have matured, instead of issuing a duplicate Bond, the Trustee may pay the same without surrender thereof upon compliance with the foregoing. The Trustee may charge the Registered Owner of such Bond with its reasonable fees and expenses in connection therewith. Any Bond issued pursuant to this Section 2.5 shall be deemed part of the Series of Bonds in respect of which it was issued and an original additional contractual obligation of the Issuer.

Section 2.6 Registration of Bonds; Persons Treated as Owners. The Issuer shall cause the books for the registration and for the transfer of the Bonds to be kept by the Trustee which is hereby constituted and appointed the Registrar of the Issuer with respect to the Bonds, provided, however, that the Issuer may by Supplemental Indenture select a party other than the Trustee to act as Registrar with respect to the Series of Bonds issued under said Supplemental Indenture. Upon the occurrence of an Event of Default which would require any Security Instrument Issuer to make payment under a Security Instrument Agreement, the Registrar shall make such registration books available to the Security Instrument Issuer. Any Bond may, in accordance with its terms, be transferred only upon the registration books kept by the Registrar, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Registrar, duly executed. No transfer shall be effective until entered on the registration books kept by the Registrar. Upon surrender for transfer of any Bond at the Corporate

Trust Office of the Trustee, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Trustee and duly executed by, the Registered Owner or his attorney duly authorized in writing, the Issuer shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees, a new Bond or Bonds of the same Series and the same maturity for a like aggregate principal amount as the Bond surrendered for transfer. Bonds may be exchanged at the Corporate Trust Office of the Trustee for a like aggregate principal amount of Bonds of the same Series and the same maturity. The execution by the Issuer of any Bond of any authorized denomination shall constitute full and due authorization of such denomination, and the Trustee shall thereby be authorized to authenticate and deliver such Bond. Except as otherwise provided in a Supplemental Indenture with respect to a Series of Bonds, the Issuer and the Trustee shall not be required to transfer or exchange any Bond (i) during the period from and including any Regular Record Date, to and including the next succeeding Interest Payment Date, (ii) during the period from and including the day fifteen days prior to any Special Record Date, to and including the date of the proposed payment pertaining thereto, (iii) during the period from and including the day fifteen days prior to the mailing of notice calling any Bonds for redemption, to and including the date of such mailing, or (iv) at any time following the mailing of notice calling such Bond for redemption.

The Issuer, the Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered on the registration books kept by the Registrar as the holder and absolute owner thereof for the purpose of receiving payment of, or on account of, the principal or redemption price thereof and interest due thereon and for all other purposes whatsoever, and neither the Issuer, nor the Registrar nor the Paying Agent shall be affected by any notice to the contrary. Payment of or on account of either principal of or interest on any Bond shall be made only to or upon order of the Registered Owner thereof or such person's legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

The Trustee shall require the payment by the Bondholder requesting exchange or transfer of Bonds of any tax or other governmental charge and by the Issuer of any service charge of the Trustee as Registrar which are required to be paid with respect to such exchange or transfer and such charges shall be paid before such new Bond shall be delivered.

Section 2.7 Redemption Provisions. The Term Bonds of each Series of Bonds shall be subject, to the extent provided in the Supplemental Indenture authorizing each such Series of Bonds, to redemption prior to maturity by operation of Sinking Fund Installments required to be made to the Sinking Fund Account. The Bonds of each Series shall further be subject to redemption prior to maturity at such times and upon such terms as shall be fixed by such Supplemental Indenture. Except as otherwise provided in a Supplemental Indenture, if fewer than all Bonds of a Series are to be redeemed, the particular maturities of such Bonds to be redeemed and the Principal amounts of such maturities to be redeemed shall be selected by the Issuer. If fewer than all of the Bonds of any one maturity of a Series shall be called for redemption, the particular units of Bonds, as determined in

accordance with Section 2.9 hereof, to be redeemed shall be selected by the Trustee randomly in such manner as the Trustee, in its discretion, may deem fair and appropriate.

Section 2.8 Notice of Redemption.

(a) In the event any of the Bonds are to be redeemed, the Registrar shall cause notice to be given as provided in this Section 2.8. Unless otherwise specified in the Supplemental Indenture authorizing the issuance of the applicable Series of Bonds, notice of such redemption (i) shall be filed with the Paying Agent designated for the Bonds being redeemed; and (ii) shall be mailed by first class mail, postage prepaid, to all Registered Owners of Bonds to be redeemed at their addresses as they appear on the registration books of the Registrar at least thirty (30) days but not more than sixty (60) days prior to the date fixed for redemption. Such notice shall state the following information:

(i) the complete official name of the Bonds, including Series, to be redeemed, the identification numbers of Bonds and the CUSIP numbers, if any, of the Bonds being redeemed, provided that any such notice shall state that no representation is made as to the correctness of CUSIP numbers either as printed on such Bonds or as contained in the notice of redemption and that reliance may be placed only on the identification numbers contained in the notice or printed on such Bonds;

(ii) any other descriptive information needed to identify accurately the Bonds being redeemed, including, but not limited to, the original issue date of, and interest rate on, such Bonds;

(iii) in the case of partial redemption of any Bonds, the respective principal amounts thereof to be redeemed;

(iv) the date of mailing of redemption notices and the redemption date;

(v) the redemption price;

(vi) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and

(vii) the place where such Bonds are to be surrendered for payment, designating the name and address of the redemption agent with the name of a contact person and telephone number.

(b) In addition to the foregoing, further notice of any redemption of Bonds hereunder shall be given by the Trustee, simultaneous with the mailed notice to Registered Owners, to the Municipal Securities Rulemaking Board and all registered securities depositories (as reasonably determined by the Trustee) then in

the business of holding substantial amounts of obligations of types comprising the Bonds. Such further notice shall contain the information required in clause (a) above. Failure to give all or any portion of such further notice shall not in any manner defeat the effectiveness of a call for redemption.

(c) Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

(d) If at the time of mailing of any notice of optional redemption there shall not be on deposit with the Trustee moneys sufficient to redeem all the Bonds called for redemption, such notice shall state that such redemption shall be conditioned upon receipt by the Trustee on or prior to the date fixed for such redemption of moneys sufficient to pay the principal of and interest on such Bonds to be redeemed and that if such moneys shall not have been so received said notice shall be of no force and effect and the Issuer shall not be required to redeem such Bonds. In the event that such moneys are not so received, the redemption shall not be made and the Trustee shall within a reasonable time thereafter give notice, one time, in the same manner in which the notice of redemption was given, that such moneys were not so received.

(e) A second notice of redemption shall be given, not later than ninety (90) days subsequent to the redemption date, to Registered Owners of Bonds or portions thereof redeemed but who failed to deliver Bonds for redemption prior to the 60th day following such redemption date.

(f) Any notice mailed shall be conclusively presumed to have been duly given, whether or not the owner of such Bonds receives the notice. Receipt of such notice shall not be a condition precedent to such redemption, and failure so to receive any such notice by any of such Registered Owners shall not affect the validity of the proceedings for the redemption of the Bonds.

(g) In case any Bond is to be redeemed in part only, the notice of redemption which relates to such Bond shall state also that on or after the redemption date, upon surrender of such Bond, a new Bond in principal amount equal to the unredeemed portion of such Bond will be issued.

Section 2.9 Partially Redeemed Fully Registered Bonds. Unless otherwise specified in the related Supplemental Indenture, in case any registered Bond shall be redeemed in part only, upon the presentation of such Bond for such partial redemption, the Issuer shall execute and the Trustee shall authenticate and shall deliver or cause to be delivered to or upon the written order of the Registered Owner thereof, at the expense of the Issuer, a Bond or Bonds of the same Series, interest rate and maturity, in aggregate principal amount equal to the unredeemed portion of such registered Bond. Unless otherwise provided by Supplemental Indenture, a portion of any Bond of a denomination of more than the minimum denomination of such Series specified herein or in the related

Supplemental Indenture to be redeemed will be in the principal amount of such minimum denomination or an integral multiple thereof and in selecting portions of such Bonds for redemption, the Trustee will treat each such Bond as representing that number of Bonds of such minimum denomination which is obtained by dividing the principal amount of such Bonds by such minimum denomination.

Section 2.10 Cancellation. All Bonds which have been surrendered for payment, redemption or exchange, and Bonds purchased from any moneys held by the Trustee hereunder or surrendered to the Trustee by the Issuer, shall be canceled and cremated or otherwise destroyed by the Trustee and shall not be reissued; provided, however, that one or more new Bonds shall be issued for the unredeemed portion of any Bond without charge to the Registered Owner thereof.

Section 2.11 Nonpresentation of Bonds. Unless otherwise provided by Supplemental Indenture, in the event any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if funds sufficient to pay such Bond shall have been made available to the Trustee, all liability of the Issuer to the Registered Owner thereof for the payment of such Bond shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such fund or funds, without liability to the Registered Owner of such Bond for interest thereon, for the benefit of the Registered Owner of such Bond who shall thereafter be restricted exclusively to such fund or funds for any claim of whatever nature on his part hereunder or on, or with respect to, said Bond. If any Bond shall not be presented for payment within five years following the date when such Bond becomes due, whether by maturity or otherwise, the Trustee shall, to the extent permitted by law, repay to the Issuer the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Registered Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money. The provisions of this Section 2.11 are subject to the provisions of Title 67, Chapter 4a, Utah Code Annotated 1953, as amended.

Section 2.12 Initial Bonds. Subject to the provisions hereof, the Initial Bonds may be authenticated and delivered by the Trustee upon satisfaction of the conditions specified in Section 2.4(c) hereof and any additional conditions specified in the Supplemental Indenture authorizing such Series of Bonds.

Section 2.13 Issuance of Additional Bonds. No additional indebtedness, bonds or notes of the Issuer secured by a pledge of the Revenues senior to the pledge of Revenues for the payment of the Bonds and the Security Instrument Repayment Obligations herein authorized shall be created or incurred without the prior written consent of the Owners of 100% of the Outstanding Bonds and the Security Instrument Issuers. In addition, no Additional Bonds or other indebtedness, bonds or notes of the Issuer payable on a parity with the Bonds and the Security Instrument Repayment Obligations herein authorized out of Revenues shall be created or incurred, unless the following requirements have been met:

(a) No Event of Default shall have occurred and be continuing hereunder on the date of authentication of any Additional Bonds. This Section 2.13(a) shall not preclude the issuance of Additional Bonds if (i) the issuance of such Additional Bonds otherwise complies with the provisions hereof and (ii) such Event of Default will cease to continue upon the issuance of Additional Bonds and the application of the proceeds thereof; and

(b) A certificate shall be delivered to the Trustee by an Authorized Representative to the effect that the Revenues for any Year, less any Direct Payments, for any consecutive 12-month period in the 24 months immediately preceding the proposed date of issuance of such Additional Bonds were at least equal to [200%] of the sum of the Aggregate Annual Debt Service Requirement on all Bonds outstanding for said Year; provided, however, that such Net Revenue coverage test set forth in Subsection (b) above shall not apply to the issuance of any Additional Bonds to the extent (i) they are issued for the purpose of refunding Bonds issued hereunder, (ii) the Average Aggregate Annual Debt Service for such Additional Bonds does not exceed the then remaining Average Aggregate Annual Debt Service for the Bonds being refunded therewith and (iii) the maximum Aggregate Annual Debt Service Requirement for such Additional Bonds is less than or equal to the maximum Aggregate Annual Debt Service Requirement for the Bonds being refunded therewith; and

(c) All payments required by this Indenture to be made into the Bond Fund must have been made in full, and there must be on deposit in each account of the Debt Service Reserve Fund (taking into account any Reserve Instrument coverage) the full amount required to be accumulated therein at the time of issuance of the Additional Bonds; and

(d) The proceeds of the Additional Bonds must be used (i) to refund Bonds issued hereunder, or other obligations of the Issuer (including the funding of necessary reserves and the payment of costs of issuance) and/or (ii) to finance or refinance a Project (including the funding of necessary reserves and the payment of costs of issuance).

Section 2.14 Form of Bonds. The Bonds of each Series and the Trustee's Authentication Certificate shall be in substantially the forms thereof set forth in the Supplemental Indenture authorizing the issuance of such Bonds, with such omissions, insertions and variations as may be necessary, desirable, authorized and permitted hereby.

Section 2.15 Covenant Against Creating or Permitting Liens. Except for the pledge of Revenues to secure payment of the Bonds and other Repayment Obligations hereunder, the Revenues are and shall be free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto; provided, however, that nothing contained herein shall prevent the Issuer from issuing, if and to the extent permitted by law, indebtedness having a lien on Revenues subordinate to that of the Bonds and Repayment Obligations.

Section 2.16 Perfection of Security Interest. (a) The Indenture creates a valid and binding pledge and assignment of security interest in all of the Revenues pledged under the Indenture in favor of the Trustee as security for payment of the Bonds, enforceable by the Trustee in accordance with the terms thereof.

(b) Under the laws of the State, such pledge and assignment and security interest is automatically perfected by Section 11-14-501, Utah Code Annotated 1953, as amended, and is and shall have priority as against all parties having claims of any kind in tort, contract, or otherwise hereafter imposed on the Revenues.

ARTICLE III

CREATION OF FUNDS AND ACCOUNTS

Section 3.1 Creation of Acquisition/Construction Fund. There is hereby created and ordered established in the custody of the Trustee the Acquisition/Construction Fund. There is hereby created and ordered established in the custody of the Trustee a separate account within the Acquisition/Construction Fund for each Project to be designated by the name of the applicable Project or Series of Bonds and, if applicable, a separate account for each Series of Bonds and for all grant moneys or other moneys to be received by the Issuer for deposit in the Acquisition/Construction Fund.

Section 3.2 Creation of Revenue Fund. The Issuer shall create and establish with the Issuer the Revenue Fund. For accounting purposes, the Revenue Fund may be redesignated by different account names by the Issuer from time to time.

Section 3.3 Creation of Bond Fund. There is hereby created and ordered established in the custody of the Trustee the Bond Fund.

Section 3.4 Creation of Sinking Fund Account. There is hereby created and ordered established in the custody of the Trustee as a separate account within the Bond Fund the Sinking Fund Account.

Section 3.5 Creation of Debt Service Reserve Fund. There is hereby created and ordered established in the custody of the Trustee the Debt Service Reserve Fund.

Section 3.6 Creation of Reserve Instrument Fund. There is hereby created and ordered established in the custody of the Trustee the Reserve Instrument Fund.

Section 3.7 Creation of Repair and Replacement Fund. There is hereby created and ordered established in the custody of the Issuer the Repair and Replacement Fund.

Section 3.8 Creation of Rebate Fund. There is hereby created and ordered established in the custody of the Trustee the Rebate Fund.

Section 3.9 Creation of Funds and Accounts. Notwithstanding anything contained herein to the contrary, the Trustee need not create any of the funds or accounts

referenced in this Article III until such funds or accounts shall be utilized as provided in a Supplemental Indenture. The Issuer may, by Supplemental Indenture, authorize the creation of additional funds and additional accounts within any funds the Trustee may create.

ARTICLE IV

APPLICATION OF BOND PROCEEDS

Upon the issuance of each Series of Bonds, the proceeds thereof shall be deposited as provided in the Supplemental Indenture authorizing the issuance of such Series of Bonds.

ARTICLE V

USE OF FUNDS

Section 5.1 Use of Acquisition/Construction Fund.

(a) So long as an Event of Default shall not have occurred and be continuing and except as otherwise provided by Supplemental Indenture, moneys deposited in the appropriate account in the Acquisition/Construction Fund shall be disbursed by the Trustee to pay the Costs of a Project, in each case within three Business Days (or within such longer period as is reasonably required to liquidate investments in the Acquisition/Construction Fund if required to make such payment) after the receipt by the Trustee of a written requisition approved by an Authorized Representative of the Issuer in substantially the form as Exhibit A attached hereto, stating that the Trustee shall disburse sums in the manner specified by and at the direction of the Issuer to the person or entity designated in such written requisition, and that the amount set forth therein is justly due and owing and constitutes a Cost of a Project based upon audited, itemized claims substantiated in support thereof.

(b) Upon receipt of such requisition, the Trustee shall pay the obligation set forth in such requisition out of moneys in the applicable account in the Acquisition/Construction Fund. In making such payments the Trustee may rely upon the information submitted in such requisition. Such payments shall be presumed to be made properly and the Trustee shall not be required to verify the application of any payments from the Acquisition/Construction Fund or to inquire into the purposes for which disbursements are being made from the Acquisition/Construction Fund.

(c) The Issuer shall deliver to the Trustee, within 90 days after the completion of a Project, a certificate executed by an Authorized Representative of the Issuer stating:

(i) that such Project has been fully completed in accordance with the plans and specifications therefor, as amended from time to time, and stating the date of completion for such Project; and

(ii) that the Project has been fully paid for and no claim or claims exist against the Issuer or against such Project out of which a lien based on furnishing labor or material exists or might ripen; provided, however, there may be excepted from the foregoing certification any claim or claims out of which a lien exists or might ripen in the event the Issuer intends to contest such claim or claims, in which event such claim or claims shall be described to the Trustee.

(d) In the event the certificate filed with the Trustee pursuant to Section 5.1(c) herein shall state that there is a claim or claims in controversy which create or might ripen into a lien, an Authorized Representative of the Issuer shall file a similar certificate with the Trustee when and as such claim or claims shall have been fully paid or otherwise discharged.

(e) The Trustee and the Issuer shall keep and maintain adequate records pertaining to each account within the Acquisition/Construction Fund and all disbursements therefrom.

(f) Unless otherwise specified in a Supplemental Indenture, upon completion of a Project and payment of all costs and expenses incident thereto and the filing with the Trustee of documents required by this Section 5.1, any balance remaining in the applicable account in the Acquisition/Construction Fund relating to such Project shall, as directed by an Authorized Representative of the Issuer, be deposited in the Bond Fund, to be applied, (i) toward the redemption of the Series of Bonds issued to finance such Project or (ii) to pay principal and/or interest next falling due with respect to such Series of Bonds.

Section 5.2 Application of Revenues.

(a) Unless otherwise provided herein, all Revenues shall be deposited in the Revenue Fund and shall be accounted for by the Issuer separate and apart from all other moneys of the Issuer.

(b) So long as any Bonds are Outstanding, as a first charge and lien on the Revenues, the Issuer shall, at least semi-annually and at least fifteen (15) days before each Interest Payment Date, transfer from the Revenue Fund to the Trustee for deposit into the Bond Fund an amount equal to:

(i) the interest falling due on the Bonds on the next succeeding Interest Payment Date established for the Bonds (provided, however, that so long as there are moneys representing capitalized interest on deposit with the Trustee to pay interest on the Bonds next coming due, the Issuer need not allocate to the Revenue Fund to pay interest on the Bonds); plus

(ii) one-half of the Principal and premium, if any, falling due in the current fiscal year, and in any event, an amount sufficient to pay the Principal and premium on the next succeeding Principal payment date established for the Bonds; plus

(iii) one-half of the Sinking Fund Installments, if any, falling due in the current fiscal year, and in any event, an amount sufficient to pay the Sinking Fund Installments on the next succeeding Sinking Fund Installment payment date (for deposit to the Sinking Fund Account within the Bond Fund);

the sum of which shall be sufficient, when added to the existing balance in the Bond Fund, to pay the principal of, premium, if any, and interest on the Bonds promptly on each such date as the same become due and payable. The foregoing provisions may be revised by a Supplemental Indenture for any Series of Bonds having other than semiannual Interest Payment Dates.

(c) As a second charge and lien on the Revenues (on a parity basis), the Issuer shall make the following transfers to the Trustee on or before the fifteenth day prior to each Interest Payment Date:

(i) To the extent the Debt Service Reserve Requirement, if any, is not funded with a Reserve Instrument or Instruments, (A) to the accounts in the Debt Service Reserve Fund any amounts required hereby, and by any Supplemental Indenture to accumulate therein the applicable Debt Service Reserve Requirement with respect to each Series of Bonds at the times and in the amounts provided herein, and in any Supplemental Indenture and (B) if funds shall have been withdrawn from an account in the Debt Service Reserve Fund, or any account in the Debt Service Reserve Fund is at any time funded in an amount less than the applicable Debt Service Reserve Requirement, the Issuer shall deposit Revenues in such account(s) in the Debt Service Reserve Fund sufficient in amount to restore such account(s) within one year with twelve (12) substantially equal payments during such period (unless otherwise provided for by the Supplemental Indenture governing the applicable Debt Service Reserve Requirement); or a ratable portion (based on the amount to be transferred pursuant to Section 5.2(d)(ii) hereof) of remaining Revenues if less than the amount necessary; and

(ii) Equally and ratably to the accounts of the Reserve Instrument Fund, with respect to all Reserve Instruments which are in effect and are expected to continue in effect after the end of an interest payment period, such amount of the remaining Revenues, or a ratable portion (based on the amount to be transferred pursuant to Section 5.2(d)(i) hereof) of the amount so remaining if less than the amount necessary, that is required to be paid, on or before the next such interest payment period transfer or deposit of Revenues into the Reserve Instrument Fund, to the Reserve Instrument Provider pursuant to any Reserve Instrument Agreement, other

than Reserve Instrument Costs, in order to cause the Reserve Instrument Coverage to equal the Reserve Instrument Limit within one year from any draw date under the Reserve Instrument.

(d) As a third charge and lien on the Revenues, the Issuer shall deposit in the Repair and Replacement Fund any amount required hereby and by any Supplemental Indenture to accumulate therein the Repair and Replacement Reserve Requirement. In the event that the amount on deposit in the Repair and Replacement Fund shall ever be less than the Repair and Replacement Reserve Requirement for the Bonds then Outstanding (or, after the issuance of Additional Bonds, the amount required to be on deposit therein), from time to time, the Issuer shall deposit to the Repair and Replacement Fund from the Revenue Fund all remaining Revenues of the City Network after payments required by Sections, 5.2(b) and 5.2(c) herein have been made until there is on deposit in the Repair and Replacement Fund an amount equal to the Repair and Replacement Reserve Requirement. Subject to the provisions of Section 5.2(e) herein, this provision is not intended to limit, and shall not limit, the right of the Issuer to deposit additional moneys in the Repair and Replacement Fund from time to time as the Issuer may determine.

(e) Subject to making the foregoing deposits, the Issuer may use the balance of the Revenues accounted for in the Revenue Fund for any of the following:

- (i) redemption of Bonds;
 - (ii) refinancing, refunding, or advance refunding of any Bonds;
- or
- (iii) for any other lawful purpose.

Section 5.3 Use of Bond Fund. The Issuer may direct the Trustee, pursuant to a Supplemental Indenture, to create an account within the Bond Fund for a separate Series of Bonds under the Indenture.

(a) The Trustee shall make deposits to the Bond Fund, as and when received, as follows:

- (i) accrued interest received upon the issuance of any Series of Bonds;
- (ii) all moneys payable by the Issuer as specified in Section 5.2(c) hereof;
- (iii) any amount in the Acquisition/Construction Fund to the extent required by or directed pursuant to Section 5.1(f) hereof upon completion of a Project;

(iv) all moneys transferred from the Debt Service Reserve Fund or from a Reserve Instrument or Instruments then in effect as provided in Section 5.5 hereof; and

(v) all other moneys received by the Trustee hereunder when accompanied by directions from the person depositing such moneys that such moneys are to be paid into the Bond Fund.

(b) Except as provided in Section 7.4 hereof and as provided in this Section 5.3 and except as otherwise provided by Supplemental Indenture, moneys in the Bond Fund shall be expended solely for the following purposes and in the following order of priority:

(i) on or before each Interest Payment Date for each Series of Bonds, the amount required to pay the interest due on such date;

(ii) on or before each Principal Installment due date, the amount required to pay the Principal Installment due on such due date; and

(iii) on or before each redemption date for each Series of Bonds, the amount required to pay the redemption price of and accrued interest on such Bonds then to be redeemed.

Such amounts shall be applied by the Paying Agent to pay Principal Installments and redemption price of, and interest on the related Series of Bonds.

The Trustee shall pay out of the Bond Fund to the Security Instrument Issuer, if any, that has issued a Security Instrument with respect to such Series of Bonds an amount equal to any Security Instrument Repayment Obligation then due and payable to such Security Instrument Issuer. Except as otherwise specified in a related Supplemental Indenture all such Security Instrument Repayment Obligations shall be paid on a parity with the payments to be made with respect to principal and interest on the Bonds; provided that amounts paid under a Security Instrument shall be applied only to pay the related Series of Bonds. If payment is so made on Pledged Bonds held for the benefit of the Security Instrument Issuer, a corresponding payment on the Security Instrument Repayment Obligation shall be deemed to have been made (without requiring an additional payment by the Issuer) and the Trustee shall keep its records accordingly.

The Issuer hereby authorizes and directs the Trustee to withdraw sufficient funds from the Bond Fund to pay principal of and interest on the Bonds and on Security Instrument Repayment Obligations as the same become due and payable and to make said funds so withdrawn available to the Trustee and any Paying Agent for the purpose of paying said Principal and interest.

(c) After payment in full of the Principal of and interest on (1) all Bonds issued hereunder (or after provision has been made for the payment thereof as provided herein so that such Bonds are no longer Outstanding); (2) all agreements relating to all outstanding Security Instrument Repayment Obligations and Reserve

Instrument Repayment Obligations in accordance with their respective terms; and (3) the fees, charges and expenses of the Trustee, the Paying Agent and any other amounts required to be paid hereunder or under any Supplemental Indenture and under any Security Instrument Agreement and under any Reserve Instrument Agreement; all amounts remaining in the Bond Fund shall be paid to the Issuer.

Section 5.4 Use of Sinking Fund Account.

(a) The Trustee shall apply moneys in the Sinking Fund Account to the retirement of any Term Bonds required to be retired by operation of the Sinking Fund Account under the provisions of and in accordance with the Supplemental Indenture authorizing the issuance of such Term Bonds, either by redemption in accordance with such Supplemental Indenture or, at the direction of the Issuer, purchase of such Term Bonds in the open market prior to the date on which notice of the redemption of such Term Bonds is given pursuant hereto, at a price not to exceed the redemption price of such Term Bonds (plus accrued interest which will be paid from moneys in the Bond Fund other than those in the Sinking Fund Account).

(b) On the maturity date of any Term Bonds, the Trustee shall apply the moneys on hand in the Sinking Fund Account for the payment of the principal of such Term Bonds.

Section 5.5 Use of Debt Service Reserve Fund. Except as otherwise provided in this Section 5.5 and subject to the immediately following sentence, moneys in each account in the Debt Service Reserve Fund shall at all times be maintained in an amount not less than the applicable Debt Service Reserve Requirement, if any. In calculating the amount on deposit in each account in the Debt Service Reserve Fund, the amount of any Reserve Instrument Coverage will be treated as an amount on deposit in such account in the Debt Service Reserve Fund. Each Supplemental Indenture authorizing the issuance of a Series of Bonds shall specify the Debt Service Reserve Requirement, if any, applicable to such Series which amount shall either be (i) deposited immediately upon the issuance and delivery of such Series from (a) proceeds from the sale thereof or from any other legally available source, or (b) by a Reserve Instrument or Instruments, or (c) any combination thereof, (ii) deposited from available Revenues over the period of time specified therein, or (iii) deposited from any combination of (i) and (ii) above; provided however, the foregoing provisions shall be subject to the requirements of any Security Instrument Issuer set forth in any Supplemental Indenture. If at any time the amount on deposit in any account of the Debt Service Reserve Fund is less than the minimum amount to be maintained therein under this Section 5.5, the Issuer is required, pursuant to Section 5.2(b) hereof and the provisions of any Supplemental Indenture, to make payments totaling the amount of any such deficiency directly to the Trustee for deposit into the Debt Service Reserve Fund.

In the event funds on deposit in an account of the Debt Service Reserve Fund are needed to make up any deficiencies in the Bond Fund as aforementioned, and there is insufficient cash available in such account of the Debt Service Reserve Fund to make up

such deficiency and Reserve Instruments applicable to such Series are in effect, the Trustee shall immediately make a demand for payment on such Reserve Instruments, to the maximum extent authorized by such Reserve Instruments, in the amount necessary to make up such deficiency, and immediately deposit such payment upon receipt thereof into the Bond Fund. Thereafter, the Issuer shall be obligated to reinstate the Reserve Instrument as provided in Section 5.2(c)(ii) herein.

No Reserve Instrument shall be allowed to expire or terminate while the related Series of Bonds are Outstanding unless and until cash has been deposited into the related account of the Debt Service Reserve Fund, or a new Reserve Instrument has been issued in place of the expiring or terminating Reserve Instrument, or any combination thereof in an amount or to provide coverage, as the case may be, at least equal to the amount required to be maintained in the related account of the Debt Service Reserve Fund.

Moneys at any time on deposit in the account of the Debt Service Reserve Fund in excess of the amount required to be maintained therein (taking into account the amount of related Reserve Instrument Coverage) shall be transferred by the Trustee to the Bond Fund at least once each year.

Moneys on deposit in any account of the Debt Service Reserve Fund shall be used to make up any deficiencies in the Bond Fund only for the Series of Bonds secured by said account and any Reserve Instrument shall only be drawn upon with respect to the Series of Bonds for which such Reserve Instrument was obtained.

The Issuer may, upon obtaining approving opinion of bond counsel to the effect that such transaction will not adversely affect the tax-exempt status of any outstanding Bonds, replace any amounts required to be on deposit in the Debt Service Reserve Fund with a Reserve Instrument.

Section 5.6 Use of Reserve Instrument Fund. There shall be paid into the Reserve Instrument Fund the amounts required hereby and by a Supplemental Indenture to be so paid. The amounts in the Reserve Instrument Fund shall, from time to time, be applied by the Trustee on behalf of the Issuer to pay the Reserve Instrument Repayment Obligations which are due and payable to any Reserve Instrument Provider under any applicable Reserve Instrument Agreement.

Section 5.7 Use of Repair and Replacement Fund. All moneys in the Repair and Replacement Fund may be drawn on and used by the Issuer for the purpose of (a) paying the cost of unusual or extraordinary maintenance or repairs of the City Network; (b) paying the costs of any renewals, renovation, improvements, expansion or replacements to the City Network; and (c) paying the cost of any replacement of buildings, lines, equipment and other related facilities, to the extent the same are not paid as part of the ordinary and normal expense of the operation of the City Network.

Funds shall be deposited at least semi-annually from available Revenues in such amounts as may be required from time to time by each Supplemental Indenture until the Repair and Replacement Fund has an amount equivalent to the Repair and Replacement

Requirement. Any deficiencies below the Repair and Replacement Requirement shall be made up from Revenues of the City Network available for such purposes. Funds at any time on deposit in the Repair and Replacement Fund in excess of the amount required to be maintained therein may, at any time, be used by the Issuer for any lawful purpose.

Section 5.8 Use of Rebate Fund.

(a) If it becomes necessary for the Issuer to comply with the rebate requirements of the Code and the Regulations, the Trustee shall establish and thereafter maintain, so long as the Bonds which are subject to said rebate requirements are Outstanding, a Rebate Fund, which shall be held separate and apart from all other funds and accounts established under this Indenture and from all other moneys of the Trustee.

(b) All amounts in the Rebate Fund, including income earned from investment of the fund, shall be held by the Trustee free and clear of the lien of the Indenture. In the event the amount on deposit in the Rebate Fund exceeds the aggregate amount of Rebatable Arbitrage for one or more Series of Bonds, as verified in writing by an independent public accountant or other qualified professional at the time the Rebatable Arbitrage is determined, the excess amount remaining after payment of the Rebatable Arbitrage to the United States shall, upon the Issuer's written request accompanied by the determination report, be paid by the Trustee to the Issuer.

(c) The Issuer shall determine the amount of Rebatable Arbitrage and the corresponding Required Rebate Deposit with respect to each Series of Bonds on each applicable Rebate Calculation Date and take all other actions necessary to comply with the rebate requirements of the Code and the Regulations. The Issuer shall deposit into the Rebate Fund the Required Rebate Deposit, if any, with respect to each Series of Bonds (or instruct the Trustee to transfer to the Rebate Fund moneys representing such Required Rebate Deposit from the Funds and Accounts held under the Indenture other than the Rebate Fund) or shall otherwise make payment of the rebate to be paid to the United States at the times required by the Code and the Regulations. If applicable, the Issuer shall instruct in writing the Trustee to withdraw from the Rebate Fund and pay any rebate over to the United States. The determination of Rebatable Arbitrage made with respect to each such payment date and with respect to any withdrawal and payment to the Issuer from the Rebate Fund pursuant to the Indenture must be verified in writing by an independent public accountant or other qualified professional. The Trustee may rely conclusively upon and shall be fully protected from all liability in relying upon the Issuer's determinations, calculations and certifications required by this Section 5.8 and the Trustee shall have no responsibility to independently make any calculations or determination or to review the Issuer's determinations, calculations and certifications required by this Section 5.8.

(d) The Trustee shall, at least 60 days prior to each Rebate Calculation Date, notify the Issuer of the requirements of this Section 5.8. By agreeing to give

this notice, the Trustee assumes no responsibility whatsoever for compliance by the Issuer with the requirements of Section 148 of the Code or any successor. The Issuer expressly agrees that (notwithstanding any other provision of the Indenture) any failure of the Trustee to give any such notice, for any reason whatsoever, shall not cause the Trustee to be responsible for any failure of the Issuer to comply with the requirements of said Section 148 or any successor thereof.

(e) The provisions of this Section 5.8 may be amended or deleted without Bondowner consent or notice, upon receipt by the Issuer and the Trustee of an opinion of nationally recognized bond counsel that such amendment or deletion will not adversely affect the excludability from gross income of interest on the Bonds or the status of the Bonds as entitled to Direct Payments, if applicable.

Section 5.9 Investment of Funds. Any moneys in the Bond Fund, the Acquisition/Construction Fund, the Reserve Instrument Fund, the Rebate Fund or the Debt Service Reserve Fund shall, at the discretion and written authorization of the Issuer's Authorized Representative, be invested by the Trustee in Qualified Investments; provided, however, that moneys on deposit in the Bond Fund and the Reserve Instrument Fund may only be invested in Qualified Investments having a maturity date one year or less. If no written authorization is given to the Trustee, moneys shall be held uninvested. Such investments shall be held by the Trustee, and when the Trustee determines it necessary to use the moneys in the Funds for the purposes for which the Funds were created, it shall liquidate at prevailing market prices as much of the investments as may be necessary and apply the proceeds to such purposes. All income derived from the investment of the Acquisition/Construction Fund, Bond Fund, the Reserve Instrument Fund and Rebate Fund shall be maintained in said respective Funds and disbursed along with the other moneys on deposit therein as herein provided. All income derived from the investment of the Debt Service Reserve Fund shall be disbursed in accordance with Section 5.5 hereof. All moneys in the Revenue Fund may, at the discretion of the Issuer, be invested by the Issuer in Qualified Investments.

The Trustee shall have no liability or responsibility for any loss resulting from any investment made in accordance with the provisions of this Section 5.9. The Trustee shall be entitled to assume that any investment, which at the time of purchase is a Qualified Investment, remains a Qualified Investment thereafter, absent receipt of written notice or information to the contrary.

The Trustee may, to the extent permitted by the State Money Management Act of 1974, Title 51, Chapter 7, Utah Code, make any and all investments permitted by the provisions of the Indenture through its own or any of its affiliate's investment departments.

The Issuer acknowledges that to the extent regulations of the Comptroller of the Currency or any other regulatory entity grant the Issuer the right to receive brokerage confirmations of the security transactions as they occur, the Issuer specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the Issuer periodic cash transaction statements which include the detail for all investment transactions made by the Trustee hereunder.

The Issuer may invest the amounts on deposit in the Repair and Replacement Fund as permitted by applicable law.

In the event the Issuer shall be advised by nationally recognized municipal bond counsel that it is necessary to restrict or limit the yield on the investment of any moneys paid to or held by the Trustee in order to avoid the Bonds, or any Series thereof, being considered “arbitrage bonds” within the meaning of the Code or the Treasury Regulations proposed or promulgated thereunder, or to otherwise preserve the excludability of interest payable or paid on any Bonds from gross income for federal income tax purposes, the Issuer may require in writing the Trustee to take such steps as it may be advised by such counsel are necessary so to restrict or limit the yield on such investment and the Trustee agrees that it will take all such steps as the Issuer may require.

Section 5.10 Trust Funds. All moneys and securities received by the Trustee under the provisions of this Indenture shall be trust funds under the terms hereof and shall not be subject to lien or attachment of any creditor of the State or any political subdivision, body, agency, or instrumentality thereof or of the Issuer and shall not be subject to appropriation by any legislative body or otherwise. Such moneys and securities shall be held in trust and applied in accordance with the provisions hereof. Except as provided otherwise in Section 5.8 hereof, unless and until disbursed pursuant to the terms hereof, all such moneys and securities (and the income therefrom) shall be held by the Trustee as security for payment of the principal of, premium, if any, and interest on the Bonds and the fees and expenses of the Trustee payable hereunder.

Section 5.11 Method of Valuation and Frequency of Valuation. In computing the amount in any fund or account, Qualified Investments shall be valued at market, exclusive of accrued interest. With respect to all funds and accounts, valuation shall occur annually, except in the event of a withdrawal from the Debt Service Reserve Fund, whereupon securities shall be valued immediately after such withdrawal.

ARTICLE VI

GENERAL COVENANTS

Section 6.1 General Covenants. The Issuer hereby covenants and agrees with each and every Registered Owner of the Bonds issued hereunder, Security Instrument Issuer and Reserve Instrument Provider as follows:

- (a) Pursuant to Section 11-14-307(2)(d) of the Act, while any of the Bonds remain outstanding and unpaid, or any Repayment Obligations are outstanding, the ordinance, resolution or other enactment of the Issuer imposing the taxes described in the definition of Revenues and pursuant to which said taxes are being collected, the obligation of the Issuer to continue to levy, collect, and allocate such taxes, and to apply such Revenues in accordance with the provisions of the authorizing ordinance, resolution or other enactment, shall be irrevocable until the

Bonds and/or any Repayment Obligations have been paid in full as to both principal and interest, and is not subject to amendment in any manner which would impair the rights of the holders of those Bonds or Repayment Obligations which would in any way jeopardize the timely payment of principal or interest when due. The Issuer covenants to take all actions necessary to continue the Sales and Use Tax included in the Revenues.

(b) Each Registered Owner, Security Instrument Issuer and Reserve Instrument Provider, or any duly authorized agent or agents thereof shall have the right at all reasonable times to inspect all records, accounts and data relating to the receipt and disbursements of the Revenues. Except as otherwise provided herein, the Issuer further agrees that it will within one hundred eighty (180) days following the close of each Bond Fund Year cause an audit of such books and accounts to be made by an independent firm of certified public accountants, showing the receipts and disbursements of the Revenues, and that such audit will be available for inspection by each Registered Owner, Security Instrument Issuer and Reserve Instrument Provider

(c) While any of the principal of and interest on the Bonds are outstanding and unpaid, or any Repayment Obligations are outstanding, any resolution or other enactment of the Governing Body of the Issuer, applying the Revenues for the payment of the Bonds and the Repayment Obligations shall be irrevocable until the Bonds and/or any Repayment Obligations have been paid in full as to both principal and interest, and is not subject to amendment in any manner which would impair the rights of the holders of those Bonds or the Repayment Obligations which would in any way jeopardize the timely payment of principal or interest when due.

(d) The Issuer will maintain the City Network in good condition and operate the same in an efficient manner.

(e) Each Registered Owner, Security Instrument Issuer and Reserve Instrument Provider shall have a right, in addition to all other rights afforded it by the laws of the State, to apply to and obtain from any court of competent jurisdiction such decree or order as may be necessary to require the Issuer to charge or collect reasonable rates for services supplied by the City Network sufficient to meet all requirements hereof and of any applicable Reserve Instrument Agreement.

Section 6.2 Lien of Bonds; Equality of Liens. The Bonds and any Security Instrument Repayment Obligations constitute an irrevocable first lien upon the Revenues. The Issuer covenants that the Bonds and Security Instrument Repayment Obligations hereafter authorized to be issued and from time to time outstanding are equitably and ratably secured by a lien on the Revenues and shall not be entitled to any priority one over the other in the application of the Revenues regardless of the time or times of the issuance of the Bonds or delivery of Security Instruments, it being the intention of the Issuer that there shall be no priority among the Bonds or the Security Instrument Repayment

Obligations regardless of the fact that they may be actually issued and/or delivered at different times.

Any assignment or pledge from the Issuer to a Reserve Instrument Provider of (i) proceeds of the issuance and sale of Bonds, (ii) Revenues, or (iii) Funds established hereby, including investments, if any, thereof, is and shall be subordinate to the assignment and pledge effected hereby to the Registered Owners of the Bonds and to the Security Instrument Issuers.

Section 6.3 Payment of Principal and Interest. The Issuer covenants that it will punctually pay or cause to be paid the Principal of and interest on every Bond issued hereunder, any Security Instrument Repayment Obligations and any Reserve Instrument Repayment Obligations, in strict conformity with the terms of the Bonds, this Indenture, any Security Instrument Agreement and any Reserve Instrument Agreement, according to the true intent and meaning hereof and thereof. The Principal of and interest on the Bonds, any Security Instrument Repayment Obligations and any Reserve Instrument Repayment Obligations are payable solely from the Revenues (except to the extent paid out of moneys attributable to Bond proceeds or other funds created hereunder or the income from the temporary investment thereof), which Revenues are hereby specifically pledged and assigned to the payment thereof in the manner and to the extent herein specified, and nothing in the Bonds, this Indenture, any Security Instrument Agreement or any Reserve Instrument Agreement should be considered as pledging any other funds or assets of the Issuer for the payment thereof.

Section 6.4 Performance of Covenants; Issuer. The Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained herein, and in any and every Bond, Security Instrument Agreement and Reserve Instrument Agreement. The Issuer represents that it is duly authorized under the Constitution of the State to issue the Bonds authorized hereby and to execute this Indenture, that all actions on its part for the issuance of the Bonds and the execution and delivery of this Indenture have been duly and effectively taken, and that the Bonds in the hands of the Registered Owners thereof are and will be valid and enforceable obligations of the Issuer according to the import thereof.

Section 6.5 List of Bondholders. The Trustee will keep on file at its Corporate Trust Office a list of the names and addresses of the Registered Owners of all Bonds which are from time to time registered on the registration books in the hands of the Trustee as Registrar for the Bonds. At reasonable times and under reasonable regulations established by the Trustee, said list may be inspected and copied by the Issuer or by the Registered Owners (or a designated representative thereof) of 10% or more in Principal amount of Bonds then Outstanding, such ownership and the authority of any such designated representative to be evidenced to the satisfaction of the Trustee.

Section 6.6 Designation of Additional Paying Agents. The Issuer hereby covenants and agrees to cause the necessary arrangements to be made through the Trustee and to be thereafter continued for the designation of alternate paying agents, if any, and for the making available of funds hereunder, but only to the extent such funds are made

available to the Issuer from Bond proceeds or other Funds created hereunder or the income from the temporary investment thereof, for the payment of such of the Bonds as shall be presented when due at the Corporate Trust Office of the Trustee, or its successor in trust hereunder, or at the principal corporate trust office of said alternate Paying Agents.

Section 6.7 Tax Exemption of Bonds and Direct Payments. The Issuer recognizes that Section 149(a) of the Code requires bonds to be issued and to remain in fully registered form in order that interest thereon is excluded from gross income for federal income tax purposes under laws in force at the time the bonds are delivered. Bonds issued pursuant to this Indenture, the interest on which is excludable from gross income for federal income tax purposes, are referred to in this Section 6.7 as “tax-exempt Bonds.” Pursuant to the provisions thereof, the Issuer agrees that it will not take any action to permit tax-exempt Bonds issued hereunder to be issued in, or converted into, bearer or coupon form, unless the Issuer first receives an opinion from nationally recognized bond counsel that such action will not result in the interest on any Bonds becoming includible in gross income for purposes of federal income taxes then in effect.

The Issuer’s Mayor and City Recorder are hereby authorized and directed to execute such certificates as shall be necessary to establish that tax-exempt Bonds or entitled to Direct Payments issued hereunder are not “arbitrage bonds” within the meaning of Section 148 of the Code and the regulations promulgated or proposed thereunder, including Treasury Regulation Sections 1.148-1 through 1.148-11, 1.149 and 1.150-1 through 1.150-2 as the same presently exist, or may from time to time hereafter be amended, supplemented or revised. The Issuer covenants and certifies to and for the benefit of the Registered Owners of such Bonds that no use will be made of the proceeds of the issue and sale of such Bonds, or any funds or accounts of the Issuer which may be deemed to be available proceeds of such Bonds, pursuant to Section 148 of the Code and applicable regulations (proposed or promulgated) which use, if it had been reasonably expected on the date of issuance of such Bonds, would have caused the Bonds to be classified as “arbitrage bonds” within the meaning of Section 148 of the Code. Pursuant to this covenant, the Issuer obligates itself to comply throughout the term of such Bonds with the requirements of Section 148 of the Code and the regulations proposed or promulgated thereunder.

The Issuer further covenants and agrees to and for the benefit of the Registered Owners that the Issuer (i) will not take any action that would cause interest on tax-exempt Bonds issued hereunder to become includible in gross income for purposes of federal income taxation, (ii) will not take any action that would jeopardize the Direct Payments on Bonds issued under this Indenture, (iii) will not omit to take or cause to be taken, in timely manner, any action, which omission would cause the interest on the tax-exempt Bonds to become includible in gross income for purposes of federal income taxation, (iv) will not omit to take or cause to be taken, in timely manner, any action, which omission would jeopardize the Direct Payments on Bonds issued under this Indenture and (v) will, to the extent possible, comply with any other requirements of federal tax law applicable to the Bonds in order to preserve the excludability from gross income for purposes of federal income taxation of interest on tax-exempt Bonds and the Direct Payments on any Direct Payment Bonds issued under this Indenture.

Section 6.8 Expeditious Construction. The Issuer shall complete the acquisition and construction of each Project with all practical dispatch and will cause all construction to be effected in a sound and economical manner.

Section 6.9 Management of City Network. The Issuer, in order to assure the efficient management and operation of the City Network and to assure each Registered Owner, Security Instrument Issuer and Reserve Instrument Provider from time to time that the City Network will be operated on sound business principles, will employ competent and experienced management for the City Network, will use its best efforts to see that the City Network is at all times operated and maintained in first-class repair and condition and in such manner that the operating efficiency thereof shall be of the highest character.

Section 6.10 Use of Legally Available Moneys. Notwithstanding any other provisions hereof, nothing herein shall be construed to prevent the Issuer from (i) paying all or any part of the Operation and Maintenance Expenses from any funds available to the Issuer for such purpose, (ii) depositing any funds available to the Issuer for such purpose in any account in the Bond Fund for the payment of the interest on, premium, if any, or the principal of any Bonds issued under provisions hereof or for the redemption of any such Bonds, or (iii) depositing any funds available to the Issuer for such purpose in the Reserve Instrument Fund for the payment of any amounts payable under any applicable Reserve Instrument Agreement.

Section 6.11 Payment of Taxes and Other Charges. The Issuer covenants that all taxes and assessments or other municipal or governmental charges lawfully levied or assessed upon the City Network or upon any part thereof or upon any income therefrom will be paid when the same shall become due, that no lien or charge upon the City Network or any part thereof or upon any Revenues thereof, except for the lien and charge thereon created hereunder and securing the Bonds, will be created or permitted to be created ranking equally with or prior to the Bonds (except for the lien of the parity lien thereon of Additional Bonds issued from time to time hereunder and under Supplemental Indentures hereto), and that all lawful claims and demands for labor, materials, supplies or other objects which, if unpaid, might by law become a lien upon the City Network or any part thereof or upon the Revenues thereof will be paid or discharged, or adequate provision will be made for the payment or discharge of such claims and demands within 60 days after the same shall accrue; provided, however, that nothing in this Section 6.11 shall require any such lien or charge to be paid or discharged or provision made therefor so long as the validity of such lien or charge shall be contested in good faith and by appropriate legal proceedings.

Section 6.12 Insurance. The Issuer, in its operation of the City Network, will self-insure or carry insurance, including, but not limited to, workmen's compensation insurance and public liability insurance, in such amounts and to such extent as is normally carried by others operating public utilities of the same type. In the event of loss or damage, insurance proceeds shall be used first for the purpose of restoring or replacing the property lost or damaged. Any remainder shall be paid into the Bond Fund.

Section 6.13 Instruments of Further Assurance. The Issuer and the Trustee mutually covenant that they will, from time to time, each upon the written request of the other, or upon the request of a Security Instrument Issuer or a Reserve Instrument Provider, execute and deliver such further instruments and take or cause to be taken such further actions as may be reasonable and as may be required by the other to carry out the purposes hereof; provided, however, that no such instruments or action shall involve any personal liability of the Trustee or members of the governing body of the Issuer or any official thereof.

Section 6.14 Covenant Not to Sell. The Issuer will not sell, lease, mortgage, encumber, or in any manner dispose of the City Network or any substantial part thereof, including any and all extensions and additions that may be made thereto, until all principal of and interest on the Bonds, and all Repayment Obligations, have been paid in full, except as follows:

(a) The Issuer may sell any portion of said property which shall have been replaced by other property of like kind and of at least equal value. The Issuer may sell, lease, abandon, mortgage, or otherwise dispose of any portion of the property which shall cease to be necessary for the efficient operation of the City Network the disposition of which will not, as reasonably determined by the governing body of the Issuer, result in a material reduction in Revenues in any year; and the value of which, as reasonably determined by the governing body of the Issuer (together with any other property similarly disposed of within the 12 calendar months preceding the proposed disposition) does not exceed 10% of the value of the City Network assets, provided, however, that in the event of any sale or lease as aforesaid, the proceeds of such sale or lease not needed to acquire other City Network property shall be paid into the Bond Fund.

(b) The Issuer may lease or make contracts or grant licenses for the operation of, or make arrangements for the use of, or grant easements or other rights with respect to, any part of the City Network, provided that any such lease, contract, license, arrangement, easement or right does not impede the operation of the City Network; and any payment received by the Issuer under or in connection with any such lease, contract, license, arrangement, easement or right in respect of the City Network or any part thereof shall constitute Revenues.

Section 6.15 [Billing Procedure]. The Issuer shall submit billing for services rendered at least every month to persons who are liable for the payment of charges for such services, and shall require that each such bill be paid in full as a unit, and refuse to permit payment of a portion without payment of the remainder. Any bill not paid within thirty (30) days from the date it is mailed to the customer shall be deemed delinquent. The Issuer hereby agrees that if any bill remains delinquent for more than sixty (60) days, it will initiate procedures to cause all [broadband utility] service to the user concerned to be cut off immediately].

Section 6.16 Annual Budget. Prior to the beginning of each Fiscal Year the Issuer shall prepare and adopt a budget for the City Network for the next ensuing Fiscal Year. At

the end of the first six months of each Fiscal Year, the Issuer shall review its budget for such Fiscal Year, and in the event actual Revenues, operation and maintenance expenses for the City Network or other requirements do not substantially correspond with such budget, the Issuer shall prepare an amended budget for the remainder of such Fiscal Year. The Issuer also may adopt at any time an amended budget for the remainder of the then current Fiscal Year.

ARTICLE VII

EVENTS OF DEFAULT; REMEDIES

Section 7.1 Events of Default. Each of the following events is hereby declared an “Event of Default”:

- (a) if payment of any installment of interest on any of the Bonds shall not be made by or on behalf of the Issuer when the same shall become due and payable, or
- (b) if payment of the principal of or the redemption premium, if any, on any of the Bonds shall not be made by or on behalf of the Issuer when the same shall become due and payable, either at maturity or by proceedings for redemption in advance of maturity or through failure to fulfill any payment to any fund hereunder or otherwise; or
- (c) if the Issuer shall, in the reasonable opinion of any Registered Owner of not less than 50% in aggregate principal amount of the Bonds then Outstanding hereunder, for any reason be rendered incapable of fulfilling its obligations hereunder; or
- (d) if an order or decree shall be entered, with the consent or acquiescence of the Issuer, appointing a receiver or custodian for any of the Revenues of the Issuer, or approving a petition filed against the Issuer seeking reorganization of the Issuer under the federal bankruptcy laws or any other similar law or statute of the United States of America or any state thereof, or if any such order or decree, having been entered without the consent or acquiescence of the Issuer shall not be vacated or discharged or stayed on appeal within 30 days after the entry thereof; or
- (e) if any proceeding shall be instituted, with the consent or acquiescence of the Issuer, for the purpose of effecting a composition between the Issuer and its creditors or for the purpose of adjusting the claims of such creditors pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are or may be under any circumstances payable from Revenues; or

(f) if (i) the Issuer is adjudged insolvent by a court of competent jurisdiction, or (ii) an order, judgment or decree be entered by any court of competent jurisdiction appointing, without the consent of the Issuer, a receiver, trustee or custodian of the Issuer or of the whole or any part of the Issuer's property and any of the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within 60 days from the date of entry thereof; or

(g) if the Issuer shall file a petition or answer seeking reorganization, relief or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof; or

(h) if, under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the Issuer or of the whole or any substantial part of the property of the Issuer, and such custody or control shall not be terminated within 30 days from the date of assumption of such custody or control; or

(i) if the Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds, or herein or any Supplemental Indenture hereof on the part of the Issuer to be performed, other than as set forth above in this Section 7.1, and such Default shall continue for 30 days after written notice specifying such Event of Default and requiring the same to be remedied shall have been given to the Issuer by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the Registered Owners of not less than 25% in aggregate Principal amount of the Bonds then Outstanding hereunder; or

(j) any event specified in a Supplemental Indenture as constituting an Event of Default.

Section 7.2 Remedies; Rights of Registered Owners. Upon the occurrence of an Event of Default, the Trustee, upon being indemnified pursuant to Section 8.1 hereof, may pursue any available remedy by suit at law or in equity to enforce the payment of the principal of, premium, if any, and interest on the Bonds then Outstanding or to enforce any obligations of the Issuer hereunder.

If an Event of Default shall have occurred, and if requested so to do by (i) Registered Owners of not less than 25% in aggregate Principal amount of the Bonds then Outstanding, (ii) Security Instrument Issuers at that time providing Security Instruments which are in full force and effect and not in default on any payment obligation and which secure not less than 25% in aggregate Principal amount of Bonds at the time Outstanding, or (iii) any combination of Registered Owners and Security Instrument Issuers described in (i) and (ii) above representing not less than 25% in aggregate Principal amount of Bonds at the time Outstanding, and if indemnified as provided in Section 8.1 hereof, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Section 7.2 as the Trustee, being advised by counsel, shall deem most expedient in the interest of the Registered Owners and the Security Instrument Issuers.

No remedy by the terms hereof conferred upon or reserved to the Trustee (or to the Registered Owners or to the Security Instrument Issuers) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee, the Registered Owners or the Security Instrument Issuers or now or hereafter existing at law or in equity or by statute.

No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any Event of Default or acquiescence therein; and every such right and power may be exercised from time to time and as often as may be deemed expedient.

No waiver of any Event of Default hereunder, whether by the Trustee or by the Registered Owners or the Security Instrument Issuers, shall extend to or shall affect any subsequent Event of Default or shall impair any rights or remedies consequent thereon.

Section 7.3 Right of Registered Owners to Direct Proceedings. Anything herein to the contrary notwithstanding, unless a Supplemental Indenture provides otherwise, either (i) the Registered Owners of a majority in aggregate Principal amount of the Bonds then Outstanding, (ii) the Security Instrument Issuers at the time providing Security Instruments which are in full force and effect and not in default on any payment obligation and which secure not less than 50% in aggregate Principal amount of Bonds at the time Outstanding, or (iii) any combination of Registered Owners and Security Instrument Issuers described in (i) and (ii) above representing not less than 50% in aggregate Principal amount of Bonds at the time Outstanding, shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions hereof, or for the appointment of a receiver or any other proceedings hereunder; provided, that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture.

Section 7.4 Application of Moneys. All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article VII shall, after payment of Trustee's fees and expenses including the fees and expenses of its counsel for the proceedings resulting in the collection of such moneys and of the expenses and liabilities and advances incurred or made by the Trustee and any other outstanding fees and expenses of the Trustee relating to its duties under this Indenture, be deposited in the Bond Fund and all moneys so deposited in the Bond Fund shall be applied in the following order:

(a) To the payment of the principal of, premium, if any, and interest then due and payable on the Bonds and the Security Instrument Repayment Obligations as follows:

(i) Unless the Principal of all the Bonds shall have become due and payable, all such moneys shall be applied:

FIRST—To the payment to the persons entitled thereto of all installments of interest then due on the Bonds and the interest component of any Security Instrument

Repayment Obligations then due, in the order of the maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or privilege; and

SECOND—To the payment to the persons entitled thereto of the unpaid Principal of and premium, if any, on the Bonds which shall have become due (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions hereof), in the order of their due dates, and the Principal component of any Security Instrument Repayment Obligations then due, and, if the amount available shall not be sufficient to pay in full all the Bonds and the Principal component of any Security Instrument Repayment Obligations due on any particular date, then to the payment ratably, according to the amount of Principal due on such date, to the persons entitled thereto without any discrimination or privilege.

(ii) If the principal of all the Bonds shall have become due and payable, all such moneys shall be applied to the payment of the Principal and interest then due and unpaid upon the Bonds and Security Instrument Repayment Obligations, without preference or priority of Principal over interest or of interest over Principal, or of any installment of interest over any other installment of interest, or of any Bond or Security Instrument Repayment Obligation over any other Bond or Security Instrument Repayment Obligation, ratably, according to the amounts due respectively for Principal and interest, to the persons entitled thereto without any discrimination or privilege.

(b) To the payment of all obligations owed to all Reserve Instrument Providers, ratably, according to the amounts due without any discrimination or preference under any applicable agreement related to any Reserve Instrument Agreement.

Whenever moneys are to be applied pursuant to the provisions of this Section 7.4, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amounts of such moneys available for such application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date upon which such application is to be made and upon such date interest on the amounts of principal paid on such dates shall cease to accrue.

Section 7.5 Remedies Vested in Trustee. All rights of action (including the right to file proof of claims) hereunder or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings related thereto and any such suit or proceedings instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any Registered Owners of the Bonds, and any recovery of judgment shall be for the equal benefit of the Registered Owners of the Outstanding Bonds.

Section 7.6 Rights and Remedies of Registered Owners. Except as provided in the last sentence of this Section 7.6, no Registered Owner of any Bond or Security Instrument Issuer shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement hereof or for the execution of any trust thereof or for the appointment of a receiver or any other remedy hereunder, unless an Event of Default has occurred of which the Trustee has been notified as provided in Section 8.1(g), or of which by said Section it is deemed to have notice, nor unless also Registered Owners of 25% in aggregate principal amount of the Bonds then Outstanding or Security Instrument Issuers at the time providing Security Instruments which are in full force and effect and are not in default on any payment obligation and which secure not less than 25% in aggregate principal amount of Bonds at the time Outstanding shall have made written request to the Trustee and shall have offered reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, nor unless also they have offered to the Trustee indemnity as provided in Section 8.1 hereof nor unless the Trustee shall thereafter fail or refuse to exercise the powers hereinabove granted, or to institute such action, suit or proceeding in its own name or names. Such notification, request and offer of indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trust hereof, and to any action or cause of action for the enforcement hereof, or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more Registered Owner of the Bonds or Security Instrument Issuer shall have any right in any manner whatsoever to affect, disturb or prejudice the lien hereof by its action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Registered Owners of all Bonds then Outstanding and all Security Instrument Issuers at the time providing Security Instruments. Nothing herein contained shall, however, affect or impair the right of any Registered Owner or Security Instrument Issuer to enforce the covenants of the Issuer to pay the principal of, premium, if any, and interest on each of the Bonds issued hereunder held by such Registered Owner and Security Instrument Repayment Obligations at the time, place, from the source and in the manner in said Bonds or Security Instrument Repayment Obligations expressed.

Section 7.7 Termination of Proceedings. In case the Trustee, any Registered Owner or any Security Instrument Issuer shall have proceeded to enforce any right hereunder by the appointment of a receiver, or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, the Registered Owner, or Security Instrument Issuer, then and in every such case the Issuer and the Trustee shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 7.8 Waivers of Events of Default. Subject to Section 8.1(g) hereof, the Trustee may in its discretion, waive any Event of Default hereunder and its consequences and shall do so upon the written request of the Registered Owners of (a) a majority in aggregate Principal amount of all the Bonds then Outstanding or Security Instrument Issuers at the time providing Security Instruments which are in full force and effect and are not in default on any payment obligation and which secure not less than 50% in aggregate

Principal amount of Bonds at the time Outstanding in respect of which an Event of Default in the payment of principal and interest exist, or (b) a majority in aggregate principal amount of the Bonds then Outstanding or Security Instrument Issuers at the time providing Security Instruments which are in full force and effect and are not in default on any payment obligation and which secure not less than 50% in aggregate Principal amount of Bonds at the time Outstanding in the case of any other Event of Default; provided, however, that there shall not be waived (i) any default in the payment of the principal of any Bonds at the date that a Principal Installment is due, or (ii) any default in the payment when due of the interest on any such Bonds, unless prior to such waiver or rescission, all arrears of interest, with interest (to the extent permitted by law) at the rate borne by the Bonds in respect of which such Event of Default shall have occurred on overdue installments of interest and all arrears of payments of principal and premium, if any, when due and all expenses of the Trustee, in connection with such Event of Default shall have been paid or provided for, and in case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case the Issuer, the Trustee, the Registered Owners and the Security Instrument Issuers shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 7.9 Cooperation of Issuer. In the case of any Event of Default hereunder, the Issuer shall cooperate with the Trustee and use its best efforts to protect the Registered Owners, Reserve Instrument Providers and the Security Instrument Issuers.

ARTICLE VIII

THE TRUSTEE

Section 8.1 Acceptance of the Trusts. The Trustee accepts the trusts imposed upon it hereby, and agrees to perform such duties and only such duties as are specifically set forth in this Indenture and no implied covenants or obligations shall be read into this Indenture against the Trustee.

(a) The Trustee may execute any of the trusts or powers thereof and perform any of its duties by or through attorneys, agents, receivers or employees and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care and shall be entitled to advice of counsel concerning all matters of trusts hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of counsel. The Trustee shall not be responsible for any loss or damage resulting from any action or non-action in good faith in reliance upon such opinion or advice.

(b) The Trustee shall not be responsible for any recital herein, or in the Bonds (except in respect to the certificate of the Trustee endorsed on the Bonds), or collecting any insurance moneys, or for the validity of the execution by the Issuer of this Indenture or of any supplements thereto or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby; and the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the Issuer; but the Trustee may require of the Issuer full information and advice as to the performance of the covenants, conditions and agreements aforesaid and as to the condition of the property herein conveyed. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with the provisions hereof. The Trustee shall have no responsibility with respect to any information, statement or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the Bonds.

(c) The Trustee shall not be accountable for the use of any Bonds authenticated or delivered hereunder, except as specifically set forth herein. The Trustee may become the owner of Bonds secured hereby with the same rights which it would have if not Trustee.

(d) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee pursuant hereto upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the Registered Owner of any Bond, shall be conclusive and binding upon all future Owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof.

(e) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a certificate signed on behalf of the Issuer by an Authorized Representative as sufficient evidence of the facts therein contained and prior to the occurrence of an Event of Default of which the Trustee has been notified as provided in Section 8.1(g) herein, or of which by said Paragraph it is deemed to have notice, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of an Authorized Representative of the Issuer under its seal to the effect that a resolution in the form therein set forth has been adopted by the Issuer as conclusive evidence that such resolution has been duly adopted, and is in full force and effect.

(f) The permissive right of the Trustee to do things enumerated herein shall not be construed as a duty and the Trustee shall not be answerable for other than its gross negligence or willful misconduct.

(g) The Trustee shall not be required to take notice or be deemed to have notice of any Event of Default hereunder, except an Event of Default described in Section 7.1(a) or (b), unless the Trustee shall be specifically notified in writing of such Default by the Issuer, a Security Instrument Issuer or by the Registered Owners of at least 25% in the aggregate principal amount of any Series of the Bonds then Outstanding and all notices or other instruments required hereby to be delivered to the Trustee must, in order to be effective, be delivered at the Corporate Trust Office of the Trustee, and in the absence of such notice so delivered, the Trustee may conclusively assume there is no Event of Default except as aforesaid.

(h) At any and all reasonable times and upon reasonable prior written notice, the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right fully to inspect all books, papers and records of the Issuer pertaining to the Bonds, and to take such memoranda from and in regard thereto as may be desired.

(i) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(j) Notwithstanding anything elsewhere herein contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview hereof, any showing, certificates, opinions, appraisals, or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action by the Trustee, deemed desirable for the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

(k) All moneys received by the Trustee or any Paying Agent shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except such as may be agreed upon.

(l) If any Event of Default hereunder shall have occurred and be continuing, the Trustee shall exercise such of the rights and powers vested in it hereby and shall use the same degree of care as a prudent man would exercise or use in the circumstances in the conduct of his own affairs.

(m) The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request, order or direction of any of the Registered Owners, Security Instrument Issuers or Reserve Instrument Providers, pursuant to the provisions of this Indenture, unless such Registered Owners, Security Instrument Issuers or Reserve Instrument Providers shall have

offered to the Trustee security or indemnity acceptable to the Trustee against the costs, expenses and liabilities which may be incurred therein or thereby.

(n) The Trustee shall not be required to expend, advance, or risk its own funds or incur any financial liability in the performance of its duties or in the exercise of any of its rights or powers.

Section 8.2 Fees, Charges and Expenses of Trustee. The Trustee shall be entitled to payment and/or reimbursement for reasonable fees for its services rendered as Trustee hereunder and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Trustee in connection with such services. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as Paying Agent and Registrar for the Bonds as hereinabove provided. Upon an Event of Default, but only upon an Event of Default, the Trustee shall have a right of payment prior to payment on account of interest or principal of, or premium, if any, on any Bond for the foregoing advances, fees, costs and expenses incurred. The Trustee's rights under this Section 8.2 will not terminate upon its resignation or removal or upon payment of the Bonds and discharge of the Indenture.

Section 8.3 Notice to Registered Owners if Event of Default Occurs. If an Event of Default occurs of which the Trustee is by Section 8.1(g) hereof required to take notice or if notice of an Event of Default be given to the Trustee as in said Section provided, then the Trustee shall give written notice thereof by registered or certified mail or sent by facsimile to all Security Instrument Issuers or to Registered Owners of all Bonds then Outstanding shown on the registration books of the Bonds kept by the Trustee as Registrar for the Bonds, as applicable.

Section 8.4 Intervention by Trustee. In any judicial proceeding to which the Issuer is a party and which in the opinion of the Trustee and its counsel has a substantial bearing on the interest of Registered Owners of the Bonds, the Trustee may intervene on behalf of such Owners and shall do so if requested in writing by the Registered Owners of at least 25% in aggregate principal amount of the Bonds then Outstanding. The rights and obligations of the Trustee under this Section 8.4 are subject to the approval of a court of competent jurisdiction.

Section 8.5 Successor Trustee. Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto, shall be and become successor Trustee hereunder and vested with all of the title to the whole property or trust estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed of conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 8.6 Resignation by the Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving written notice to the Issuer, served personally or by registered or certified mail, and by registered or certified mail to each Reserve Instrument Issuer, Security Instrument Issuer and Registered Owner of Bonds then Outstanding, and such resignation shall take effect upon the appointment of and acceptance by a successor Trustee by the Registered Owners or by the Issuer as provided in Section 8.8 hereof; provided, however that if no successor Trustee has been appointed within 60 days of the date of such notice of resignation, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee, and such court may thereupon, after such notice, if any, as it deems proper and prescribes, appoint a successor Trustee.

Section 8.7 Removal of the Trustee. The Trustee may be removed at any time, by an instrument or concurrent instruments (i) in writing delivered to the Trustee, and signed by the Issuer, unless there exists any Event of Default, or (ii) in writing delivered to the Trustee and the Issuer, and signed by the Registered Owners of a majority in aggregate Principal amount of Bonds then Outstanding if an Event of Default exists; provided that such instrument or instruments concurrently appoint a successor Trustee meeting the qualifications set forth herein.

Section 8.8 Appointment of Successor Trustee; Temporary Trustee. In case the Trustee hereunder shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the Issuer (or, if an Event of Default exists, by the Registered Owners of a majority in aggregate principal amount of Bonds then Outstanding, by an instrument or concurrent instruments in writing signed by such Owners, or by their attorneys in fact, duly authorized; provided, nevertheless, that in case of such vacancy the Issuer by an instrument executed by an Authorized Representative under its seal, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed by the Registered Owners in the manner above provided; and any such temporary Trustee so appointed by the Issuer shall immediately and without further act be superseded by the Trustee so appointed by such Registered Owners). Every successor Trustee appointed pursuant to the provisions of this Section 8.8 or otherwise shall be a trust company or bank in good standing having a reported capital and surplus of not less than \$50,000,000.

Each Reserve Instrument Provider and Security Instrument Issuer shall be notified by the Issuer immediately upon the resignation or termination of the Trustee and provided with a list of candidates for the office of successor Trustee.

Section 8.9 Concerning Any Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Issuer an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request of the Issuer, or of the

successor Trustee, execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the Issuer be required by any successor Trustee for more fully and certainly vesting in such successor the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article VIII shall be filed or recorded by the successor Trustee in each recording office, if any, where the Indenture shall have been filed and/or recorded.

Section 8.10 Trustee Protected in Relying Upon Indenture, Etc. The indentures, opinions, certificates and other instruments provided for herein may be accepted by the Trustee as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection and authority to the Trustee for the release of property and the withdrawal of cash hereunder.

Section 8.11 Successor Trustee as Trustee, Paying Agent and Bond Registrar. In the event of a change in the office of Trustee, the predecessor Trustee which has resigned or been removed shall cease to be Trustee hereunder and Registrar for the Bonds and Paying Agent for principal of, premium, if any, and interest on the Bonds, and the successor Trustee shall become such Trustee, Registrar and Paying Agent for the Bonds.

Section 8.12 Trust Estate May Be Vested in Separate or Co-Trustee. It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the laws of the State) denying or restricting the right of banking corporations or associations to transact business as Trustee in such jurisdiction. It is recognized that in case of litigation hereunder, and in particular in case of the enforcement of remedies on Event of Default, or in case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights, or remedies herein granted to the Trustee or hold title to the trust estate, as herein granted, or take any other action which may be desirable or necessary in connection therewith, it may be necessary that the Trustee appoint an additional individual or institution as a separate or co-trustee. The following provisions of this Section 8.12 are adapted to these ends.

In the event that the Trustee appoints an additional individual or institution as a separate or co-trustee, each and every remedy, power, right, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended hereby to be exercised by or vested in or conveyed to the Trustee with respect thereto shall be exercisable by and vested in such separate or co-trustee, but only to the extent necessary to enable the separate or co-trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such separate or co-trustee shall run to and be enforceable by either of them.

Should any deed, conveyance or instrument in writing from the Issuer be required by the separate trustee or co-trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to it such properties, rights, powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing shall, on request of such trustee or co-trustee, be executed, acknowledged and delivered by the Issuer. In case any separate trustee or co-trustee, or a successor to either, shall die, become incapable of acting, resign or be removed, all the estates, properties, rights, powers, trusts, duties and obligations of such separate trustee or co-trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a new trustee or successor to such separate trustee or co-trustee.

Section 8.13 Annual Accounting. The Trustee shall prepare an annual accounting for each Bond Fund Year by the end of the month following each such Bond Fund Year showing in reasonable detail all financial transactions relating to the funds and accounts held by the Trustee hereunder during the accounting period and the balance in any funds or accounts created hereby as of the beginning and close of such accounting period, and shall mail the same to the Issuer, and to each Reserve Instrument Provider requesting the same. On or before the end of the month following each Bond Fund Year, the Trustee shall, upon written request, provide to the Issuer and the Issuer's independent auditor representations as to the accuracy of the facts contained in the financial reports concerning the transactions described herein that were delivered by the Trustee during the Bond Fund Year just ended.

Section 8.14 Indemnification. To the extent permitted by law and subject to the provisions of Section 8.1(a) of this Indenture, the Issuer shall indemnify and save Trustee harmless against any liabilities it may incur in the exercise and performance of its powers and duties hereunder, other than those due to its own negligence or willful misconduct. The indemnification provided to the Trustee under this Section 8.14 will not terminate upon its resignation or removal or upon payment of the Bonds and discharge of the Indenture.

Section 8.15 Trustee's Right to Own and Deal in Bonds. The bank or trust company acting as Trustee under this Indenture, and its directors, officers, employees or agents, may in good faith buy, sell, own, hold and deal in any of the Bonds issued hereunder and secured by this Indenture, and may join in any action which any Bondholder may be entitled to take with like effect as if such bank or trust company were not the Trustee under this Indenture.

Section 8.16 Direct Payment Authorization. The Issuer hereby authorizes and directs the Trustee to take all necessary actions, if applicable, to effectively carry out the duties required to apply for and accept Direct Payments from the Internal Revenue Service on behalf of the Issuer under Sections 54AA and 6431 of the Code or such other tax provisions of substantially similar nature which may be hereafter authorized, including, but not limited to, filing and signing IRS Form 8038-CP, receiving the Direct Payment on the Issuer's behalf, and using such Direct Payment to pay Debt Service on the Bonds. For fixed rate bonds, the Trustee shall file the 8038-CP at least 60 days (but not more than 90 days) before the relevant Interest Payment Date (unless otherwise directed by a change in regulations). For variable rate bonds, the Trustee shall file the 8038-CP for reimbursements

in arrears within 25 days after the last Interest Payment Date within the quarterly period for which reimbursement is being requested (unless otherwise directed by a change in regulations). The Issuer hereby covenants that it will deposit the Direct Payments with the Trustee for use in paying Debt Service on the Bonds.

ARTICLE IX

SUPPLEMENTAL INDENTURES

Section 9.1 Supplemental Indentures Not Requiring Consent of Registered Owners, Security Instrument Issuers and Reserve Instrument Providers. The Issuer and the Trustee may, without the consent of, or notice to, any of the Registered Owners, Reserve Instrument Providers or Security Instrument Issuers, enter into an indenture or indentures supplemental hereto, as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

- (a) To provide for the issuance of Additional Bonds in accordance with the provisions of Section 2.13 hereof;
- (b) To cure any ambiguity or formal defect or omission herein;
- (c) To grant to or confer upon the Trustee for the benefit of the Registered Owners, any Security Instrument Issuers and any Reserve Instrument Providers any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Registered Owners or any of them which shall not adversely affect the interests of any Reserve Instrument Providers or Security Instrument Issuers without its consent;
- (d) To subject to this Indenture additional Revenues or other revenues, properties, collateral or security;
- (e) To provide for the issuance of the Bonds pursuant to a book-entry system or as uncertificated registered public obligations pursuant to the provisions of the Registered Public Obligations Act, Title 15, Chapter 7 of the Utah Code, or any successor provisions of law;
- (f) To make any change which shall not materially adversely affect (determined as if there were no Security Instrument in place) the rights or interests of the Owners of any Outstanding Bonds, any Security Instrument Issuers or any Reserve Instrument Provider, requested or approved by a Rating Agency in order to obtain or maintain any rating on the Bonds or requested or approved by a Security Instrument Issuer or Reserve Instrument Provider in order to insure or provide other security for any Bonds;
- (g) To make any change necessary (A) to establish or maintain the excludability from gross income for federal income tax purposes of interest on any

Series of Bonds as a result of any modifications or amendments to Section 148 of the Code or interpretations by the Internal Revenue Service of Section 148 of the Code or of regulations proposed or promulgated thereunder, or (B) to comply with the provisions of Section 148(f) of the Code, including provisions for the payment of all or a portion of the investment earnings of any of the Funds established hereunder to the United States of America or (C) to establish or maintain the Direct Payments related to any Series of Bonds;

(h) If the Bonds affected by any change are rated by a Rating Agency, to make any change which does not result in a reduction of the rating applicable to any of the Bonds so affected, provided that if any of the Bonds so affected are secured by a Security Instrument, such change must be approved in writing by the related Security Instrument Issuer;

(i) If the Bonds affected by any change are secured by a Security Instrument, to make any change approved in writing by the related Security Instrument Issuer, provided that if any of the Bonds so affected are rated by a Rating Agency, such change shall not result in a reduction of the rating applicable to any of the Bonds so affected;

(j) Unless otherwise provided by a Supplemental Indenture authorizing a Series of Bonds, the designation of the facilities to constitute a Project by such Supplemental Indenture may be modified or amended if the Issuer delivers to the Trustee (1) a Supplemental Indenture designating the facilities to comprise the Project, (2) an opinion of Bond Counsel to the effect that such amendment will not adversely affect the tax-exempt status (if applicable) or validity of the Bonds and (3) a certificate of the Issuer to the effect that such amendment will not adversely affect the Issuer's ability to comply with the provisions of the Indenture; and

(k) To correct any references contained herein to provisions of the Act, the Code or other applicable provisions of law that have been amended so that the references herein are correct.

Section 9.2 Supplemental Indentures Requiring Consent of Registered Owners and Reserve Instrument Providers; Waivers and Consents by Registered Owners. Exclusive of Supplemental Indentures covered by Section 9.1 hereof and subject to the terms and provisions contained in this Section 9.2, and not otherwise, the Registered Owners of 66 2/3% in aggregate Principal amount of the Bonds then Outstanding shall have the right, from time to time, anything contained herein to the contrary notwithstanding, to (i) consent to and approve the execution by the Issuer and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Issuer for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained herein or in any Supplemental Indenture, or (ii) waive or consent to the taking by the Issuer of any action prohibited, or the omission by the Issuer of the taking of any action required, by any of the provisions hereof or of any indenture supplemental hereto; provided, however, that nothing in this Section 9.2 contained shall permit or be construed as permitting (a) an extension of

the date that a Principal Installment is due at maturity or mandatory redemption or reduction in the principal amount of, or reduction in the rate of or extension of the time of paying of interest on, or reduction of any premium payable on the redemption of, any Bond, without the consent of the Registered Owner of such Bond, or (b) a reduction in the amount or extension of the time of any payment required by any Fund established hereunder applicable to any Bonds without the consent of the Registered Owners of all the Bonds which would be affected by the action to be taken, or (c) a reduction in the aforesaid aggregate principal amount of Bonds, the Registered Owners of which are required to consent to any such waiver or Supplemental Indenture, or (d) affect the rights of the Registered Owners of less than all Bonds then outstanding, without the consent of the Registered Owners of all the Bonds at the time Outstanding which would be affected by the action to be taken. In addition, no supplement hereto shall modify the rights, duties or immunities of the Trustee, without the written consent of the Trustee. If a Security Instrument or a Reserve Instrument is in effect with respect to any Series of Bonds Outstanding and if a proposed modification or amendment would affect such Series of Bonds, then, except as provided in Section 9.1 hereof, neither this Indenture nor any Supplemental Indenture with respect to such Series of Bonds shall be modified or amended at any time without the prior written consent of the related Security Instrument Issuer or Reserve Instrument Provider, as applicable.

If at any time the Issuer shall request the Trustee to enter into any such Supplemental Indenture for any of the purposes of this Section 9.2, the Trustee, shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such Supplemental Indenture to be given by registered or certified mail to the Bondholder of each Bond shown by the list of Bondholders required by the terms of Section 2.6 hereof to be kept at the office of the Trustee. Such notices shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the Corporate Trust Office of the Trustee for inspection by all Bondholders. At the time such notices are mailed by the Trustee, the Issuer may, but is not required to, designate a reasonable time period for receipt of such consents and shall include such requirement in the notices sent to the Bondholders. If the Bondholders of not less than 66 2/3% in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture shall have consented to and approved the execution thereof as herein provided, no holder of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Issuer from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such Supplemental Indenture as is in this Article IX permitted and provided, the Indenture shall be and be deemed to be modified and amended in accordance therewith.

Section 9.3 Opinion of Counsel as to Supplemental Indenture. In executing any Supplemental Indenture, the Trustee shall receive and will be fully protected in conclusively relying upon an opinion of counsel stating that the execution of such Supplemental Indenture is authorized or permitted by this Indenture and is the legal, valid and binding obligation of the Issuer, enforceable against it in accordance with its terms.

ARTICLE X

DISCHARGE OF INDENTURE

If the Issuer shall pay or cause to be paid, or there shall be otherwise paid or provision for payment made, to or for the Registered Owners of the Bonds, the principal of and interest due or to become due thereon at the times and in the manner stipulated therein, and shall pay or cause to be paid to the Trustee all sums of moneys due or to become due according to the provisions hereof, and to all Security Instrument Issuers and all Reserve Instrument Providers all sums of money due or to become due according to the provisions of any Security Instrument Agreements, Reserve Instrument Agreements, as applicable, then these presents and the estate and rights hereby granted shall cease, terminate and be void, whereupon the Trustee shall cancel and discharge the lien hereof, and release, assign and deliver unto the Issuer any and all the estate, right, title and interest in and to any and all rights assigned or pledged to the Trustee, held by the Trustee, or otherwise subject to the lien hereof, except moneys or securities held by the Trustee for the payment of the principal of and interest on the Bonds, the payment of amounts pursuant to any Security Instrument Agreements or the payment of amounts pursuant to any Reserve Instrument Agreements.

Any Bond shall be deemed to be paid within the meaning of this Article X when payment of the principal of such Bond, plus interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided herein, or otherwise), either (a) shall have been made or caused to have been made in accordance with the terms thereof, or (b) shall have been provided by irrevocably depositing with or for the benefit of the Trustee, in trust and irrevocably setting aside exclusively for such payment, (i) moneys sufficient to make such payment, or (ii) Direct Obligations, maturing as to principal and interest in such amount and at such times as will insure the availability of sufficient moneys to make such payment, and all necessary and proper fees, compensation and expenses of the Trustee and any paying agent pertaining to the Bond with respect to which such deposit is made shall have been paid or the payment thereof provided for to the satisfaction of the Trustee. At such times as a Bond shall be deemed to be paid hereunder, as aforesaid, it shall no longer be secured by or entitled to the benefits hereof, except for the purposes of any such payment from such moneys or Direct Obligations.

Any discharge of the lien of the Indenture shall also be subject to any applicable terms of a related Supplemental Indenture.

Notwithstanding the foregoing, in the case of Bonds, which by their terms may be redeemed prior to their stated maturity, no deposit under the immediately preceding Paragraph shall be deemed a payment of such Bonds as aforesaid until the Issuer shall have given the Trustee, in form satisfactory to the Trustee, irrevocable instructions:

(a) stating the date when the principal of each such Bond is to be paid, whether at maturity or on a redemption date (which shall be any redemption date permitted hereby);

(b) directing the Trustee to call for redemption pursuant hereto any Bonds to be redeemed prior to maturity pursuant to the provisions of this Indenture; and

(c) if the Bonds to be redeemed will not be redeemed within 90 days of such deposit, directing the Trustee to mail, as soon as practicable, in the manner prescribed by Article II hereof, a notice to the Registered Owners of such Bonds and to each related Security Instrument Issuer that the deposit required by this Article X has been made with the Trustee and that such Bonds are deemed to have been paid in accordance with this Article X and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal or redemption price, if applicable, on said Bonds as specified in Subparagraph (a) above.

Any moneys so deposited with the Trustee as provided in this Article X may at the direction of the Issuer also be invested and reinvested in Direct Obligations, maturing in the amounts and times as hereinbefore set forth, and all income from all Direct Obligations in the hands of the Trustee pursuant to this Article X which is not required for the payment of the Bonds and interest thereon with respect to which such moneys shall have been so deposited, shall be deposited in the Bond Fund as and when realized and collected for use and application as are other moneys deposited in that fund; provided, however, that before any excess moneys shall be deposited in the Bond Fund, the Trustee shall first obtain a written verification from a certified public accountant that the moneys remaining on deposit with the Trustee and invested in Direct Obligations after such transfer to the Bond Fund shall be sufficient in amount to pay principal and interest on the Bonds when due and payable.

Notwithstanding any provision of any other Article hereof which may be contrary to the provisions of this Article X, all moneys or Direct Obligations set aside and held in trust pursuant to the provisions of this Article X for the payment of Bonds (including interest thereon) shall be applied to and used solely for the payment of the particular Bonds (including interest thereon) with respect to which such moneys or Direct Obligations have been so set aside in trust.

Anything in Article IX hereof to the contrary notwithstanding, if moneys or Direct Obligations have been deposited or set aside with the Trustee pursuant to this Article X for the payment of Bonds and such Bonds shall not have in fact been actually paid in full, no amendment to the provisions of this Article X shall be made without the consent of the Registered Owner of each Bond affected thereby.

ARTICLE XI

MISCELLANEOUS

Section 11.1 Consents, Etc., of Registered Owners. Any consent, request, direction, approval, objection or other instrument required hereby to be executed by the Registered Owners, Security Instrument Issuers or Reserve Instrument Providers may be in any number of concurrent writings of similar tenor and may be executed by such Registered Owners, Security Instrument Issuers or Reserve Instrument Providers in person or by agent appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the writing appointing any such agent, if made in the following manner, shall be sufficient for any of the purposes hereof, and shall be conclusive in favor of the Trustee with regard to any action taken under such request or other instrument, namely, the fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or by affidavit of any witness to such execution. The amount of Bonds held by any person executing such instrument as a Registered Owner of Bonds and the fact, amount and numbers of the Bonds held by such person and the date of his holding the same shall be proved by the registration books of the Trustee.

Section 11.2 Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give to any person other than the parties hereto, the Registered Owners of the Bonds, any Security Instrument Issuer and any Reserve Instrument Provider, any legal or equitable right, remedy or claim under or in respect hereto or any covenants, conditions and provisions herein contained, this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto, the Registered Owners of the Bonds, any Security Instrument Issuer and the Reserve Instrument Providers as herein provided.

Section 11.3 Severability. If any provision hereof shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or Sections herein contained, shall not affect the remaining portions hereof, or any part thereof.

Section 11.4 Notices. It shall be sufficient service of any notice, request, complaint, demand or other paper on the Issuer if the same shall be duly mailed by registered or certified mail or sent by facsimile addressed as to it at 51 East Main Street,

American Fork City, Utah 84003, Attention: Mayor, or to such address as the Issuer may from time to time file with the Trustee. It shall be sufficient service of any notice or other paper on the Trustee if the same shall be duly mailed by registered or certified mail or sent by facsimile addressed to it at _____, Attention: Corporate Trust Services, or to such other address as the Trustee may from time to time file with the Issuer.

Section 11.5 Trustee as Paying Agent and Registrar. Trustee is hereby designated and agrees to act as principal Paying Agent and Bond Registrar for and in respect to the Bonds.

Section 11.6 Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.7 Applicable Law. THIS INDENTURE SHALL BE GOVERNED EXCLUSIVELY BY THE APPLICABLE LAWS OF THE STATE.

Section 11.8 Immunity of Officers and Directors. No recourse shall be had for the payment of the principal of or premium or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement herein contained against any past, present or future officer, or other public official, employee, or agent of the Issuer.

Section 11.9 Holidays. If any date for the payment of principal of or interest on the Bonds is not a Business Day, then such payment shall be due on the first Business Day thereafter and no interest shall accrue for the period between such date and such first Business Day thereafter.

Section 11.10 Effective Date. This Indenture shall become effective immediately.

Section 11.11 Compliance with Act. It is hereby declared by the Issuer's Governing Body that it is the intention of the Issuer by the execution of this Indenture to comply in all respects with the provisions of the Act.

IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be executed as of the date first written above.

AMERICAN FORK CITY, UTAH, as
Issuer

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Recorder

[TRUSTEE], as Trustee

By: _____
Vice President

EXHIBIT A

FORM OF REQUISITION

Re: American Fork City, Utah, Telecommunications, Franchise and Sales Tax Revenue Bonds, _____ in the sum of \$ _____

[Trustee]

[Address]

Attention: Corporate Trust Services

You are hereby authorized to disburse from the Series _____ Account of the Acquisition/Construction Fund with regard to the above-referenced bond issue the following:

REQUISITION NUMBER: _____

NAME AND ADDRESS OF PAYEE: _____

AMOUNT: \$ _____

PURPOSE FOR WHICH EXPENSE HAS BEEN INCURRED: _____

Each obligation, item of cost, or expense mentioned herein has been properly incurred, is a proper charge against the Series _____ Account of the Acquisition/Construction Fund based upon audited, itemized claims substantiated in support thereof (evidence of such support not herein required by the Trustee), is justly due and owing and constitutes a Cost of a Project and has not been the basis for a previous withdrawal.

The amount remaining in the Series _____ Account of the Acquisition/Construction Fund after such disbursement is made, together with the amount of unencumbered Revenues, if any, which the Issuer reasonably estimates will be deposited in the Series _____ Account of the Acquisition/Construction Fund during the period of construction of the Project from the investment of moneys on deposit in the Series

_____ Account of the Acquisition/Construction Fund, will, together with any other moneys lawfully available or expected to be lawfully available for payment of the Cost of the Project and after payment of the amount requested in said requisition, be sufficient to pay the Cost of Completion for the Project in accordance with the plans and specifications therefor then in effect; it being understood that no moneys from the Series _____ Account of the Acquisition/Construction Fund may be expended unless, after giving effect thereto, the funds remaining in the Series _____ Account of the Acquisition/Construction Fund, together with such other funds and income and lawfully available moneys, are sufficient to pay the Cost of Completion for the Project.

DATED: _____

By: _____

Its: _____