



AMERICAN FORK CITY COUNCIL
JUNE 24, 2025
CITY COUNCIL AGENDA

Notice of Electronic Meeting

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

The American Fork City Council will hold a public hearing in conjunction with the regular session on Tuesday, June 24, 2025, in the American Fork City Hall, 31 North Church Street, commencing at 7:00 p.m. The agenda shall be as follows:

PUBLIC HEARING

- Receiving public comments on amendments to the fiscal year ending June 30, 2025, city budgets.

REGULAR SESSION

1. Pledge of Allegiance; Invocation by Council Member Taylor; roll call.
2. Presentation of the HERO Award to the American Fork High School State Champions.
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 May 27, 2025, city council minutes.
2. Approval of the June 10, 2025, city council minutes.
3. Ratification of city payments (June 4, 2025, to June 17, 2025) and approval of purchase requests over \$50,000.

ACTION ITEMS

1. Review and action on a resolution approving amendments to the fiscal year ending June 30, 2025, city budgets.
2. Review and action on approval of the annual audit risk assessment.
3. Review and action on approval of a pioneering agreement for system improvements at approximately 800 West along 800 South for the AF Crossing Plat A Subdivision Development.

4. Review and action on approval of an updated Master Services Agreement for Engineering Services.
5. Review and action on a resolution adopting fireworks restrictions for American Fork City.
6. Review and action on an ordinance re-approving the Chipman and Stake Center Annexation, consisting of approximately 24 acres, and located at approximately 100 W 700 S, including the ordinance of annexation, annexation agreement, street dedication plats, and placement of the property in the Planned Residential (PR-3.0) Zone.
7. Adjournment.

Dated this 19th day of June 2025.

/s/Terilyn Lurker
City Recorder

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



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
JUNE 24, 2025**

Department Recorder

Director Approval Terilyn Lurker

AGENDA ITEM Review and action on a resolution approving amendments to the fiscal year ending June 30, 2025 budget.

SUMMARY RECOMMENDATION

Staff recommends approval.

BACKGROUND

Utah state law allows for periodic amendments to the adopted budget to ensure budgets are not over expended and anticipated revenues cover allowable expenditures. It is in the City's best interest to maintain budgetary compliance.

Several proposed amendments are to account for unanticipated costs, adjust for budget impacts of council actions approved throughout the fiscal year, or to appropriate department requests. All adjustments are fully funded.

BUDGET IMPACT

All budget amendments are funded by additional revenues or fund reserves. Please see the attached documentation for more detail.

SUGGESTED MOTION

I move to approve the resolution adopting budget adjustments for the fiscal year ending June 30, 2025 budget.

SUPPORTING DOCUMENTS

Budget Amendment Resolution 06.24.25 (DOCX)
June 24 Budget Amendments (PDF)

RESOLUTION NO. _____**A RESOLUTION REVISING THE AMERICAN FORK CITY 2024-2025 BUDGETS.**

WHEREAS, American Fork City is required by Utah State Law to maintain a balanced budget for fiscal year ending June 30, 2025; and

WHEREAS, said budget includes the General Fund, Fitness Center Fund, PARC Tax Fund, General Capital Projects Fund, General Capital Equipment Fund, Park Impact Fee Fund, Road Capital Projects Fund, Culinary Water Fund, Sewer Fund, Storm Drain Fund, Sanitation Fund, Broadband Fund, and Fleet Maintenance Fund;

WHEREAS, American Fork City has complied with all legal requirements,

NOW THEREFORE, be it resolved that the attached budget amendments are adopted for fiscal year 2024-2025.

PASSED AND SIGNED THIS 24th DAY OF June, 2025.

APPROVED:

Bradley J. Frost, Mayor

ATTEST:

Terilyn Lurker, City Recorder

Attachment: Budget Amendment Resolution 06.24.25 (FYE 2025 Budgete amendments)

AMERICAN FORK CITY
RECOMMENDED BUDGET AMENDMENTS FY2025
JUNE 24, 2025

GL ACCOUNT	GL ACCOUNT DESCRIPTION	FY 2025 YEAR- END ESTIMATE	2025 APPROVED BUDGET	PROPOSED AMENDMENT	2025 BUDGET AFTER AMENDMENT	EXPLANATION
GENERAL FUND						
Revenues						
10-3100-300	Sales Tax	13,250,000	13,000,000	250,000	13,250,000	
10-3470-736	Amphitheater Revenue	50,000	35,000	15,000	50,000	Offsets additional park staffing
10-3470-780	Senior Center Fees	105,000	80,000	25,000	105,000	Offsets senior center programming costs
10-3300-200	Grants-Library	53,225	8,000	45,225	53,225	Offsets new library software
10-3480-830	Grave Opening Fees	141,193	100,000	41,193	141,193	Offset additional cemetery staffing
10-3600-100	Interest Revenue	628,145	535,735	92,410	628,145	
TOTAL RECOMMENDED REVENUE ADJUSTMENTS - GENERAL FUND				\$ 468,828		
Expenditures						
Police						
10-4210-110	Overtime Wages	220,000	105,000	115,000	220,000	shift coverage
10-4210-900	Internal Charges-Fleet Fund	240,000	180,100	59,900	240,000	Funding unanticipated vehicle repairs & fuel costs
TOTAL RECOMMENDED EXPENDITURE ADJUSTMENTS - POLICE				\$ 174,900		
Fire						
10-4260-110	Overtime Wages	700,000	625,096	74,904	700,000	shift coverage
TOTAL RECOMMENDED EXPENDITURE ADJUSTMENTS - FIRE				\$ 74,904		
Streets						
10-4410-710	Pavement Markings & Signs	-	225,000	(225,000)	-	Reallocate to General Capital Projects
10-4410-900	Internal Charges-Fleet Fund	100,000	85,000	15,000	100,000	Funding unanticipated vehicle maint & repairs
TOTAL RECOMMENDED EXPENDITURE ADJUSTMENTS - STREETS				\$ (210,000)		
Parks						
10-4520-110	Overtime Wages	30,000	9,000	21,000	30,000	Weekend events, 2024 Steel days
10-4520-120	Part time Wages	270,000	255,252	14,748	270,000	Staffing for additional facilities/restrooms
10-4520-270	Utilities	60,000	25,000	35,000	60,000	Additional facilities
10-4520-310	Professional Services	60,000	40,600	19,400	60,000	Murdock Trail & Other Services
TOTAL RECOMMENDED EXPENDITURE ADJUSTMENTS - PARKS				\$ 90,148		
Tree Maintenance						
10-4525-262	Tree Purchase & Maint	75,000	50,000	25,000	75,000	Replacement trees
10-4525-310	Professional Services	80,000	60,000	20,000	80,000	Tree Removals
TOTAL RECOMMENDED EXPENDITURE ADJUSTMENTS - TREE MAINTENANCE				\$ 45,000		
Senior Center						
10-4530-610	Program Expenses	54,000	29,000	25,000	54,000	Excursions/Offset by Revenue
TOTAL RECOMMENDED EXPENDITURE ADJUSTMENTS - SENIOR CENTER				\$ 25,000		
Library						
10-4580-690	Department IT-Software	95,000	49,775	45,225	95,000	New Library System/Offset by grant revenue
TOTAL RECOMMENDED EXPENDITURE ADJUSTMENTS - LIBRARY				\$ 45,225		
Cemetery						

Attachment: June 24 Budget Amendments (FYE 2025 Budget amendments)

AMERICAN FORK CITY
RECOMMENDED BUDGET AMENDMENTS FY2025
JUNE 24, 2025

GL ACCOUNT	GL ACCOUNT DESCRIPTION	FY 2025 YEAR- END ESTIMATE	2025 APPROVED BUDGET	PROPOSED AMENDMENT	2025 BUDGET AFTER AMENDMENT	EXPLANATION
10-4590-110	Overtime Wages	15,000	8,000	7,000	15,000	Memorial Day Prep/Offset by revenue
10-4590-120	Part time Wages	112,000	77,807	34,193	112,000	New Library System/Offset by revenue
TOTAL RECOMMENDED EXPENDITURE ADJUSTMENTS - CEMETERY				\$ 41,193		
Transfers						
10-4900-943	Transfer to General Cap Projects			88,500	88,500	
10-4900-944	Transfer to General Cap Equipment			71,000	71,000	
10-4900-969	Transfer to Broadband Fund			22,958	22,958	
TOTAL RECOMMENDED EXPENDITURE ADJUSTMENTS - TRANSFERS				\$ 182,458		
TOTAL RECOMMENDED EXPENDITURE ADJUSTMENTS - GENERAL FUND				\$ 468,828		

PARC TAX FUND						
Revenues						
	Use of Reserves			27,400		
TOTAL RECOMMENDED REVENUE BUDGET ADJUSTMENTS				\$ 27,400		
Expenditures						
26-5610-160	Administrative Expense	27,400	-	27,400	27,400	Y2K Analytics & PARC Audit
26-5610-180	Daughters of Utah Pioneers	500		500	500	
26-5610-230	AF Parks & Rec	961,500		961,500	961,500	
26-5610-250	Alpine Community Theater	8,000		8,000	8,000	
26-5610-411	Friends of AF Library	19,300		19,300	19,300	
26-5610-412	Wasatch Music Alliance	47,500		47,500	47,500	
26-5610-413	Live AF	32,500		32,500	32,500	
26-5610-415	Utah Valley Chorale	20,500		20,500	20,500	
26-5610-420	AF Library	28,200		28,200	28,200	
26-5610-450	Timpanogos Arts Foundation	245,000		245,000	245,000	
26-5610-460	Harrington Center	130,000		130,000	130,000	
26-5610-490	Timpanogos Chamber Music	7,000		7,000	7,000	
26-5610-600	PARC Programs	(1,500,000)		(1,500,000)	(1,500,000)	
TOTAL RECOMMENDED EXPENDITURE BUDGET ADJUSTMENTS				\$ 27,400		

Attachment: June 24 Budget Amendments (FYE 2025 Budget amendments)

AMERICAN FORK CITY
RECOMMENDED BUDGET AMENDMENTS FY2025
JUNE 24, 2025

5.1.b

GL ACCOUNT	GL ACCOUNT DESCRIPTION	FY 2025 YEAR- END ESTIMATE	2025 APPROVED BUDGET	PROPOSED AMENDMENT	2025 BUDGET AFTER AMENDMENT	EXPLANATION
GENERAL CAPITAL PROJECTS						
Revenues						
43-3900-100	Restricted Property Taxes-Roads	500,000	-	500,000	500,000	Reallocate from Road CIP
43-3900-783	Grants-UDOT	74,000	-	74,000	74,000	Reallocate from Road CIP-Safe Route to Schools
43-3900-910	Transfer from General Fund	445,480	356,980	88,500	445,480	Parks & Building Improvements
	Use of Reserves			4,569,954	4,569,954	Roads Reallocated to Fund 49
	Use of Reserves			5,273,905	5,273,905	Fiber Project
TOTAL RECOMMENDED REVENUE BUDGET ADJUSTMENTS				\$ 10,506,359		
Expenses						
43-5610-074	Streets-Safe Route to Schools	100,000	-	100,000	100,000	Reallocate from Road CIP
43-5610-078	Streets-Transit Loop Feasibility	88,488		88,488	88,488	Reallocate from Road CIP
43-5610-084	Streets-900 West Striping	50,000		50,000	50,000	Reallocate from Road CIP
43-5610-085	Streets-Pavement Markings & Signs	25,512		25,512	25,512	Reallocate from Road CIP
43-5610-085	Streets-Pavement Markings & Signs	225,000		225,000	225,000	Reallocate from General Fund
43-5610-061	Fiber Design & Materials	5,273,905	-	5,273,905	5,273,905	Carryover from FY2024
43-5610-656	City Hall Technology Upgrade	13,500	-	13,500	13,500	Processor to fix Council chamber technology
43-5610-660	Bld Maint-Police Station Fire Panel	25,000		25,000	25,000	Needs immediate replacment-24 year old system
43-5610-714	Parks-Irrigation clocks	24,000		24,000	24,000	500 E & Pioneer crossing upgrade for water conservation
43-5610-728	Parks-Pickleball Accousticblock	26,000		26,000	26,000	Muffles sound of pickleball at Hindley Courts
43-5610-949	Transfers to Roads CIP	4,569,954	-	4,569,954	4,569,954	Reserve for Roads Projects - new fund 49
TOTAL RECOMMENDED EXPENSE BUDGET ADJUSTMENTS				\$ 10,421,359		
GENERAL CAPITAL EQUIPMENT						
Revenues						
44-3900-910	Transfer from General Fund	510,294	439,294	71,000	510,294	
TOTAL RECOMMENDED REVENUE BUDGET ADJUSTMENTS				\$ 71,000		
Expenses						
44-5610-114	Fire-MOPA Alerting System	54,000	-	54,000	54,000	Upgrade fire alarm alerting system
44-5610-731	Broadband-Fiber Slicer Trailer	17,000	-	17,000	17,000	Replace leaking trailer
TOTAL RECOMMENDED EXPENSE BUDGET ADJUSTMENTS				\$ 71,000		

Attachment: June 24 Budget Amendments (FYE 2025 Budgete amendments)

AMERICAN FORK CITY
RECOMMENDED BUDGET AMENDMENTS FY2025
JUNE 24, 2025

5.1.b

GL ACCOUNT	GL ACCOUNT DESCRIPTION	FY 2025 YEAR- END ESTIMATE	2025 APPROVED BUDGET	PROPOSED AMENDMENT	2025 BUDGET AFTER AMENDMENT	EXPLANATION
PARK IMPACT FEE FUND						
Revenues						
	Use of Fund Balance			10,200,000		Partially funded in 2022, closed escrow in current year
TOTAL RECOMMENDED REVENUE BUDGET ADJUSTMENTS				\$ 10,200,000		
Expenses						
45-5610-790	Property Purchase	10,200,000	-	10,200,000	10,200,000	Purchase of 2 future park parcels in SW portion of city
TOTAL RECOMMENDED EXPENSE BUDGET ADJUSTMENTS				\$ 10,200,000		

ROADS CAPITAL PROJECTS FUND						
Revenues						
49-3900-100	Restricted Property Taxes-Roads	-	500,000	(500,000)	-	Reallocate to General Capital Projects
49-3900-783	Grants-UDOT	-	74,000	(74,000)	-	Reallocate to General Capital Projects
	Use of Fund Balance			335,512		
49-3900-943	Transfer from General CIP	4,569,954	-	4,569,954	4,569,954	Reserve for Roads Projects - new fund 49
TOTAL RECOMMENDED REVENUE BUDGET ADJUSTMENTS				\$ 4,331,466		
Expenses						
49-5610-074	Streets-Safe Route to Schools	-	100,000	(100,000)	-	Reallocate to General Capital Projects
49-5610-078	Streets-Transit Loop Feasibility	-	88,488	(88,488)	-	Reallocate to General Capital Projects
49-5610-084	Streets-900 West Striping	-	50,000	(50,000)	-	Reallocate to General Capital Projects
TOTAL RECOMMENDED EXPENSE BUDGET ADJUSTMENTS				\$ (238,488)		

CULINARY WATER FUND						
Revenues						
60-3710-101	Water Sales	2,710,000	2,700,000	10,000	2,710,000	
TOTAL RECOMMENDED REVENUE BUDGET ADJUSTMENTS				\$ 10,000		
Expenses						
60-5110-900	Internal Charges-Fleet Fund	34,500	24,500	10,000	34,500	Funding unanticipated vehicle maint & repairs
TOTAL RECOMMENDED EXPENSE BUDGET ADJUSTMENTS				\$ 10,000		

SEWER FUND						
Revenues						
64-3730-100	Sewer Charges	8,608,000	8,600,000	8,000	8,608,000	
TOTAL RECOMMENDED REVENUE BUDGET ADJUSTMENTS				\$ 8,000		
Expenses						
64-5210-900	Internal Charges-Fleet Fund	23,500	15,500	8,000	23,500	Funding unanticipated vehicle maint & repairs
TOTAL RECOMMENDED EXPENSE BUDGET ADJUSTMENTS				\$ 8,000		

Attachment: June 24 Budget Amendments (FYE 2025 Budgete amendments)

AMERICAN FORK CITY
RECOMMENDED BUDGET AMENDMENTS FY2025
JUNE 24, 2025

GL ACCOUNT	GL ACCOUNT DESCRIPTION	FY 2025 YEAR- END ESTIMATE	2025 APPROVED BUDGET	PROPOSED AMENDMENT	2025 BUDGET AFTER AMENDMENT	EXPLANATION
STORM DRAIN FUND						
Revenues						
66-3750-411	Other Reimbursements	135,000		135,000	135,000	FEMA Funding
	Use of Fund Balance	45,000		45,000	45,000	
TOTAL RECOMMENDED REVENUE BUDGET ADJUSTMENTS				\$ 180,000		
Expenses						
66-5310-811	AF River Repair-Debris Basin	180,000		180,000	180,000	FEMA Project
TOTAL RECOMMENDED EXPENSE BUDGET ADJUSTMENTS				\$ 180,000		

SANITATION FUND						
Revenues						
68-3790-101	Refuse Collection	1,558,686	1,500,000	58,686	1,558,686	
TOTAL RECOMMENDED REVENUE BUDGET ADJUSTMENTS				\$ 58,686		
Expenses						
68-5510-100	Waste Disposal - Recycling	580,000	562,679	17,321	580,000	Republic Services increased usage & rates
65-5510-301	Waste Disposal - First Can	900,000	878,635	21,365	900,000	Republic Services increased usage & rates
68-5510-302	Waste Disposal - 2nd Can	170,000	150,000	20,000	170,000	Republic Services increased usage & rates
TOTAL RECOMMENDED REVENUE BUDGET ADJUSTMENTS				\$ 58,686		

BROADBAND FUND						
Revenues						
69-3710-910	Transfer from General Fund	220,000	197,042	22,958	220,000	Reduce negative fund balance per state code
TOTAL RECOMMENDED REVENUE BUDGET ADJUSTMENTS				22,958		

FLEET MAINTENANCE FUND						
Revenues						
75-3400-310	Charges from General Fund	666,300	591,400	74,900	666,300	
75-3400-360	Charges from Water Fund	34,500	24,500	10,000	34,500	
75-3400-364	Charges from Sewer Fund	23,500	15,500	8,000	23,500	
TOTAL RECOMMENDED REVENUE BUDGET ADJUSTMENTS				\$ 92,900		
Expenses						
75-4160-220	Vehicle Repair-Building Maint			-	-	
75-4210-200	Vehicle Fuel & Maintenance-Police	180,000	160,000	20,000	180,000	Unanticipated Repair & Maintenance
75-4210-220	Vehicle Repair-Police	60,000	20,100	39,900	60,000	Unanticipated Repair & Maintenance
75-4410-220	Vehicle Repair-Streets	40,000	25,000	15,000	40,000	Unanticipated Repair & Maintenance
75-5110-200	Vehicle Fuel & Maintenance-Water	34,000	24,000	10,000	34,000	Unanticipated Repair & Maintenance
75-5210-200	Vehicle Fuel & Maintenance-Sewer	18,000	10,000	8,000	18,000	Unanticipated Repair & Maintenance
TOTAL RECOMMENDED EXPENSE BUDGET ADJUSTMENTS				\$ 92,900		

Revenues/Use of Fund Balance 25,977,597

Attachment: June 24 Budget Amendments (FYE 2025 Budgete amendments)

AMERICAN FORK CITY
RECOMMENDED BUDGET AMENDMENTS FY2025
JUNE 24, 2025

GL ACCOUNT	GL ACCOUNT DESCRIPTION	FY 2025 YEAR- END ESTIMATE	2025 APPROVED BUDGET	PROPOSED AMENDMENT	2025 BUDGET AFTER AMENDMENT	EXPLANATION
			Expenditures	21,299,685		
				4,677,912		
	Road Reserves reallocated to Fund 49			4,569,954		
	Reduce Broadband Deficit			22,958		
	General Capital Road already budgeted			85,000		
				4,677,912		
				-		

Attachment: June 24 Budget Amendments (FYE 2025 Budgete amendments)



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
JUNE 24, 2025**

Department Recorder Director Approval Terilyn Lurker

AGENDA ITEM Review and action on approval of the annual audit risk assessment.

RECOMMENDATION

It is recommended the council approve the fraud risk assessment for fiscal year 2025.

BACKGROUND

Beginning in 2020, all local governments are required to complete a Fraud Risk Assessment/Questionnaire and present it to the governing body. The Assessment assigns an overall risk level of undetected fraud based upon points earned for the implementation of identified best practices. This assessment/questionnaire is certified by the Finance Director and City Administrator. For fiscal year ending June 30, 2025 American Fork City received a very low risk rating with 375 points.

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

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

BUDGET IMPACT

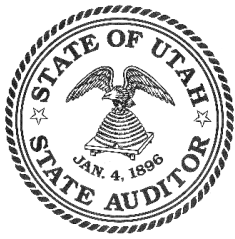
No budget impact.

SUGGESTED MOTION

I move to accept the Fraud Risk Assessment for fiscal year 2025.

SUPPORTING DOCUMENTS

Fraud Risk Assessment Questionnaire FY 2025 (PDF)



Revised December 2020

Fraud Risk Assessment

INSTRUCTIONS:

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

Fraud Risk Assessment

Continued

*Total Points Earned: 375/395 *Risk Level:

Very Low	Low	Moderate	High	Very High
> 355	316-355	276-315	200-275	< 200

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

*Entity Name: American Fork City

*Completed for Fiscal Year Ending: 2025 *Completion Date: 6/3/2025

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

*CAO Signature: _____ *CFO Signature: Ana Moroz

*Required

Basic Separation of Duties

See the following page for instructions and definitions.

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

* MC = Mitigating Control

Attachment: Fraud Risk Assessment Questionnaire FY 2025 (Fraud Risk Assessment)

Basic Separation of Duties

Continued

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

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

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

Definitions:

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

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

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

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

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

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

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



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
JUNE 24, 2025**

Department Public Works

Director Approval Sam Kelly

AGENDA ITEM Pioneering Agreement for System Improvements Along 800 South - AF Crossing Plat A Subdivision Development

SUMMARY RECOMMENDATION

White Horse Developers proposes a Pioneering Agreement for system improvements along 800 South of the approved AF Crossing Plat A Subdivision development.

BACKGROUND

The City Council approved the AF Crossing Plat A Subdivision final plat at the July 13, 2021 regular session meeting. White Horse Developers has been working closely with the City's Public Works Department on a plan for the underground utilities and roadway improvements along 800 South in compliance with the municipal code and as required for the development.

A Pioneering Agreement was drafted by appropriate City personnel. The agreement outlines the parameters for the construction costs of the underground utilities and roadway improvements along 800 South and allocates pro-rated construction costs to the adjacent properties based on their frontage along 800 South.

The total cost for the system improvements adds up to \$185,928.80.

BUDGET IMPACT

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

SUGGESTED MOTION

Move to approve the Pioneering Agreement with White Horse Developers for system improvements along 800 South.

SUPPORTING DOCUMENTS

AF Crossing Plat A Honaker Pioneering Agreement_City Edit 06.17.2025 (PDF)

PIONEERING AGREEMENT

This Pioneering Agreement (hereinafter referred to as “Agreement”) is entered into as of this 21 day of January, 2025, by and between White Horse Developers, a LLC with its principal offices located at 42 E 1100 S American Fork Utah STE 1B (hereinafter referred to as “Developer”) and American Fork City, a municipal corporation and political subdivision of the State of Utah with its principal offices located at 51 East Main Street, American Fork, Utah 84003 (hereinafter referred to as the “City”).

RECITALS

WHEREAS, Developer owned/developed certain parcels of property located in American Fork, Utah County, Utah, specifically 13:069:0018 & 13:069:0017 consisting of 20.94 acres and further described in Exhibit A attached hereto (hereinafter referred to as the “Property”);

WHEREAS, Developer has obtained approvals from the City to develop the Property into a Residential Subdivision commonly known as AF Crossing Plat A. However, development of the Property is subject to the installation of offsite Roadway Infrastructure improvements (the “Project Improvements”) identified on Exhibit B attached hereto.

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

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

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

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

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

AGREEMENT

1. **Necessity of Improvements.** Developer expressly acknowledges that the Project Improvements are necessary for development of AF Crossing Plat A and are lawful conditions precedent for the approval and development of AF Crossing Plat A.
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 AF Crossing Plat A 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 of City Council, 13th of July 2021 hereof, there shall be no required payment of Pioneering Costs related to the offsite public improvements identified on Exhibit B as a pre-condition of development approval or

issuance of a building permit.

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

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

AMERICAN FORK CITY

Attest:

Bradley J. Frost, Mayor

Terilyn Lurker, Recorder

DATED this ____ day of _____, 20__.

[DEVELOPER]

By: _____
Name (Print):
Its:

State of Utah

County of _____

On the _____ day of _____, 20__, personally appeared before me
_____, of _____, whose identity has
been proven on the basis of satisfactory evidence, and after being duly sworn acknowledges that
he had authority to execute the foregoing Pioneering Agreement, for the purposes stated therein,
and did so of his own voluntary act.

Notary



Utah County Parcel Map

Exhibit A

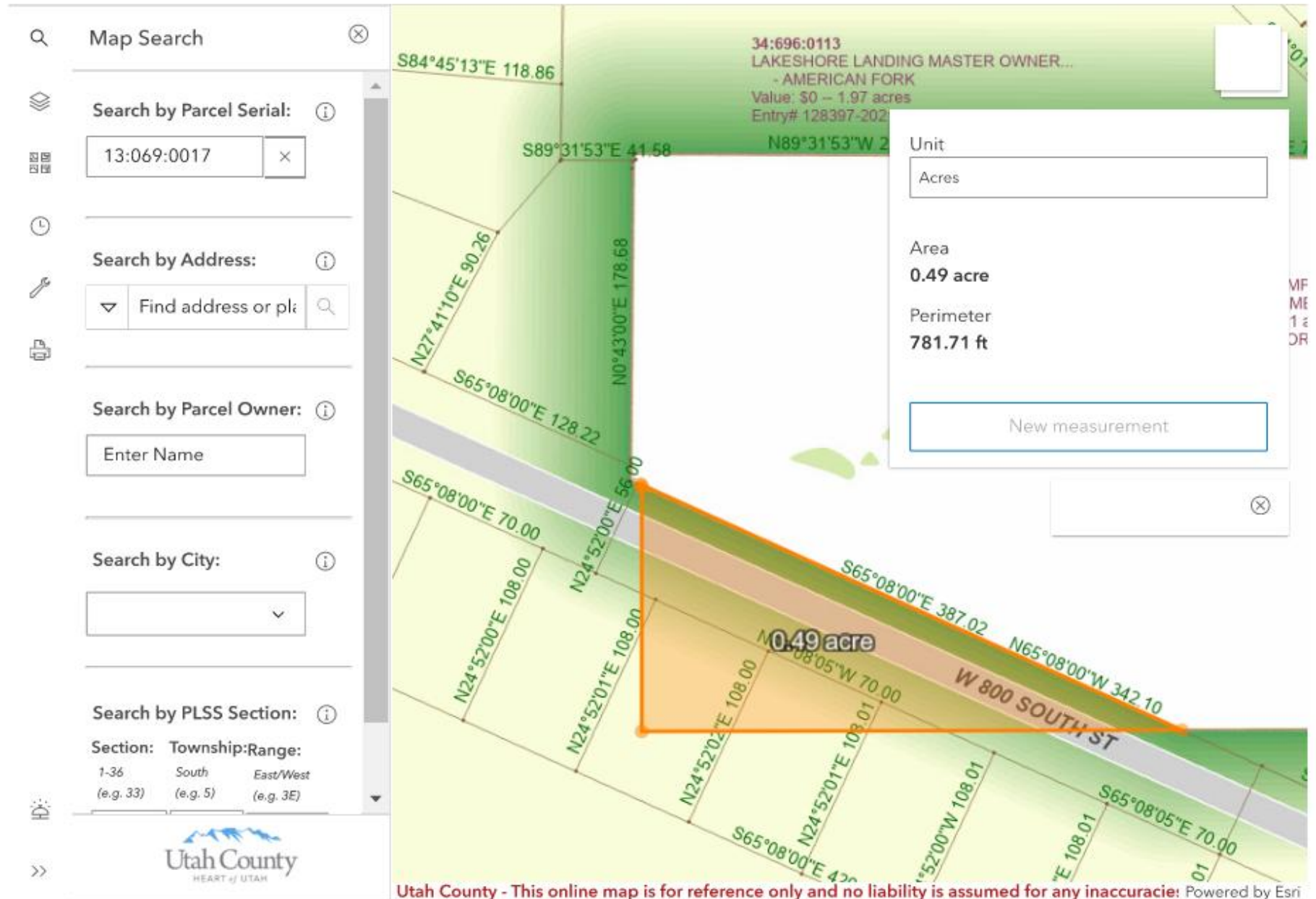


Exhibit A

Utah County Parcel Map

Map Search

Search by Parcel Serial: 13:069:0018

Search by Address: Find address or place

Search by Parcel Owner: Enter Name

Search by City:

Search by PLSS Section: Section: Township:Range: 1-36 South East/West (e.g. 33) (e.g. 5) (e.g. 3E)

Parcel Details:

34:694:0164
AMERICAN FORK CITY...
- AMERICAN FORK
Value: \$0 -- 12.04 acres
Entry# 128395-2021

20.45 acre

13:070:0012
CORP OF PRES BISHOP CHURCH OF ...
- AMERICAN FORK DISTR
Value: \$5,057,700 -- 31.91 acres
Entry# 20974-1976

13:070:0012
WILLIAM...
Value: \$2, ...
Entry# 80

Unit: Acres

Area: 20.45 acre

Perimeter: 0.73 mi

New measurement

Value: \$3,009,900 -- 20.19 acres
Entry# 2097

Utah County - This online map is for reference only and no liability is assumed for any inaccuracies. Powered by Esri

Exhibit B

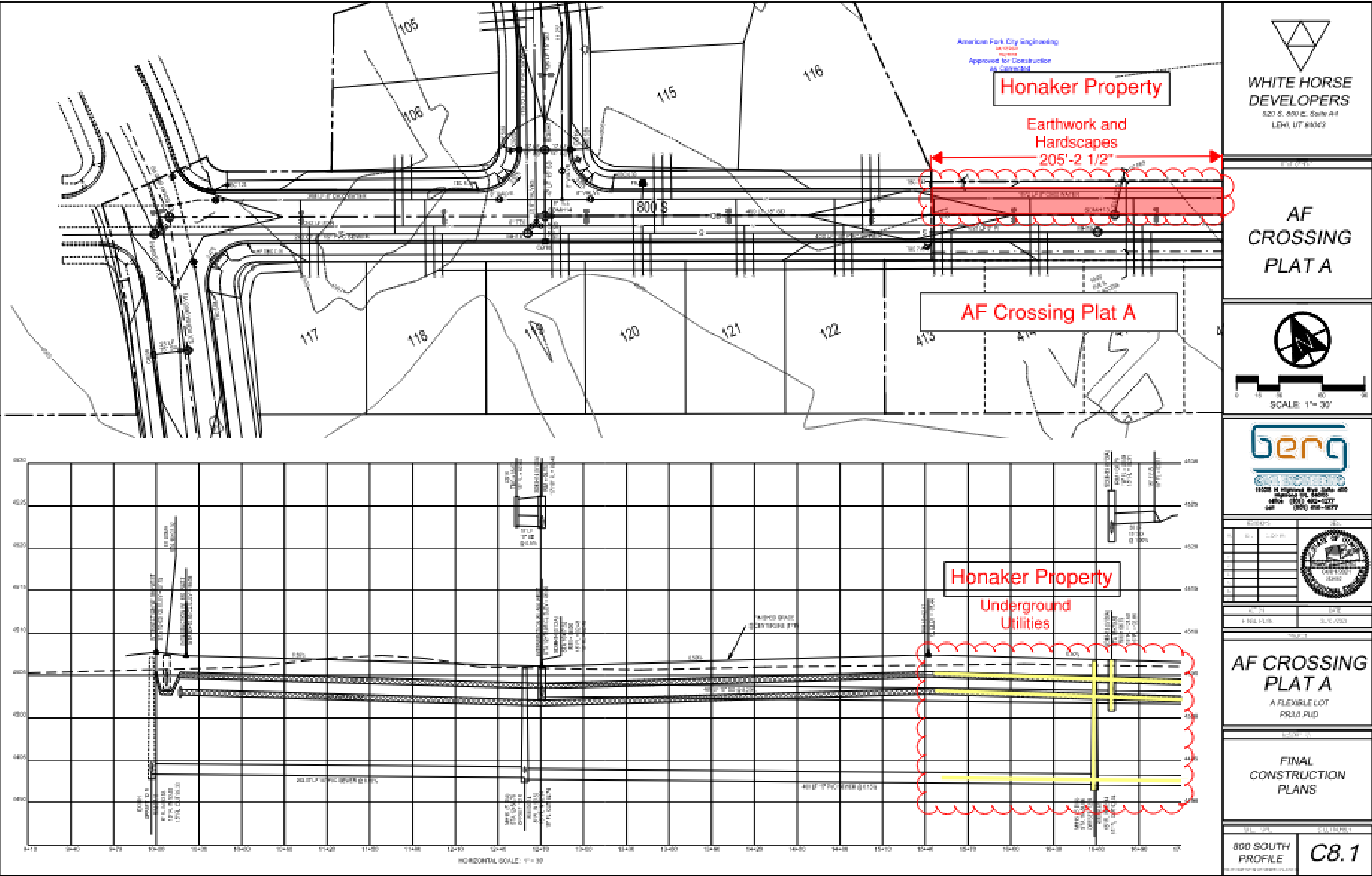
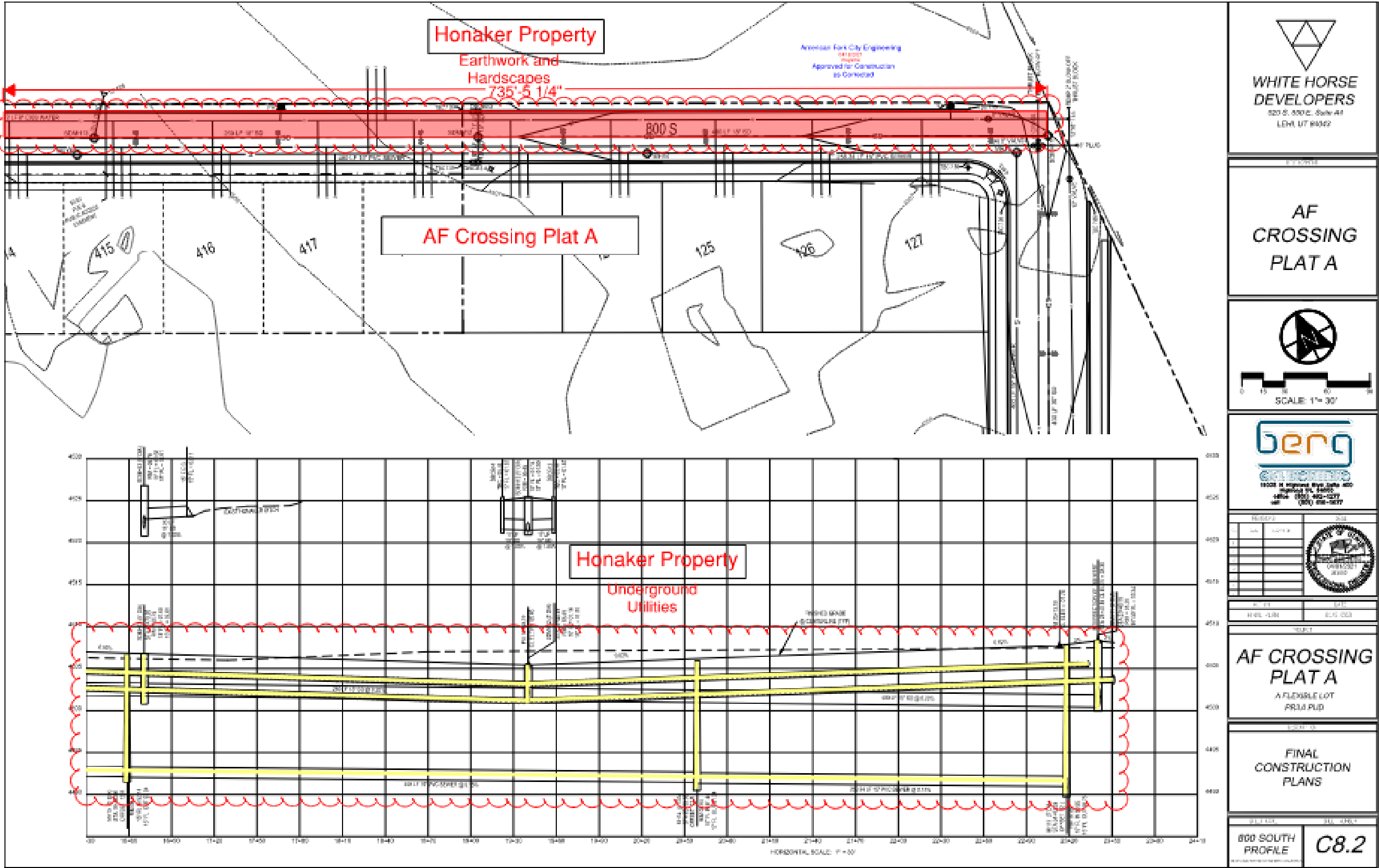


Exhibit B



Name of Development:

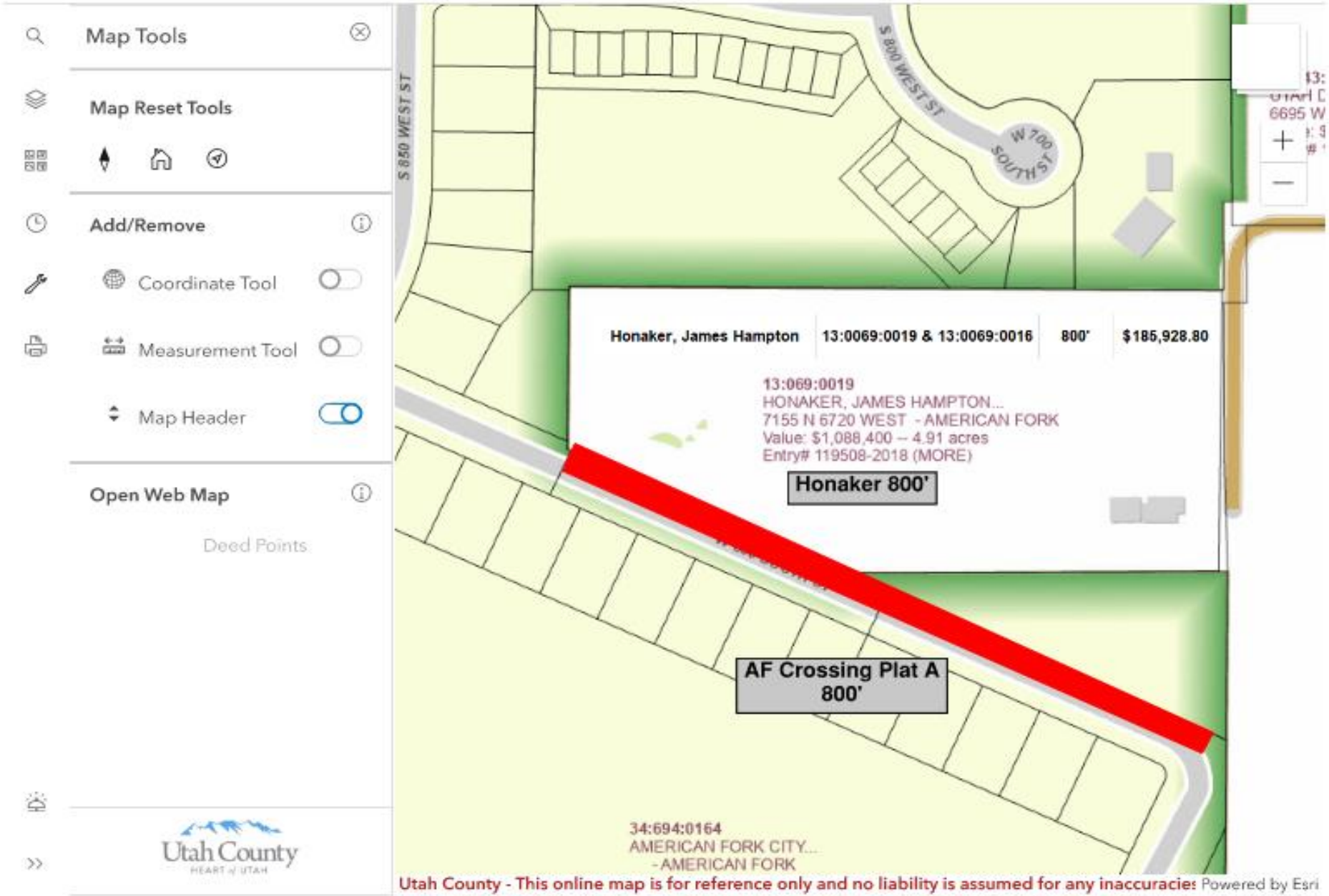
AF Crossing Plat A

Honaker Parcel 13:069:0019 & 13:069:0016

Description of Item	Quantity	Unit	Unit Price	Total	AF Crossing Plat A	Honaker	Total Pioneering
SITE & SWPPP							
General Conditions	1	LS	\$2,000.00	\$2,000.00	50%	50%	\$1,000.00
Cut down ROW to Subgrade	25	CY	\$8.00	\$200.00	50%	50%	\$100.00
ROW Fill to Subgrade	400	CY	\$46.00	\$18,400.00	50%	50%	\$9,200.00
Subgrade Prep Site	16560	SF	\$0.26	\$4,305.60	50%	50%	\$2,152.80
Sewer							
8" Sewer Main	780	LF	\$35.00	\$27,300.00	50%	50%	\$13,650.00
SSMH	3	EA	\$5,000.00	\$15,000.00	50%	50%	\$7,500.00
Sewer Trench Import	1590	CY	\$21.00	\$33,390.00	50%	50%	\$16,695.00
Storm Drain							
15" Storm Drain	835	LF	\$45.00	\$37,575.00	50%	50%	\$18,787.50
SDMH	3	EA	\$4,500.00	\$13,500.00	50%	50%	\$6,750.00
Double Curb Inlet Box	2	EA	\$4,500.00	\$9,000.00	50%	50%	\$4,500.00
CULINARY WATER							
8" Water Main	820	LF	\$28.00	\$22,960.00	50%	50%	\$11,480.00
8" Valves	2	EA	\$2,000.00	\$4,000.00	50%	50%	\$2,000.00
8" Fittings	1	EA	\$850.00	\$850.00	50%	50%	\$425.00
Blow Offs	1	EA	\$1,800.00	\$1,800.00	50%	50%	\$900.00
Fire Hydrant	2	EA	\$6,500.00	\$13,000.00	50%	50%	\$6,500.00
Water Testing	1	LS	\$1,750.00	\$1,750.00	50%	50%	\$875.00
Water Trench Import	135	CY	\$21.00	\$2,835.00	50%	50%	\$1,417.50
PRESSURIZED IRRIGATION							
8" PI Main	850	LF	\$30.00	\$25,500.00	50%	50%	\$12,750.00
8" PI Valves	4	EA	\$2,000.00	\$8,000.00	50%	50%	\$4,000.00
8" Fittings	1	EA	\$850.00	\$850.00	50%	50%	\$425.00
Blow Offs	1	EA	\$1,500.00	\$1,500.00	50%	50%	\$750.00
PI Testing	1	EA	\$1,750.00	\$1,750.00	50%	50%	\$875.00
HARDSCAPES							
Curb and Gutter	740	LF	\$40.00	\$29,600.00	50%	50%	\$14,800.00
Catch Basin Tie Ins	1	EA	\$900.00	\$900.00	50%	50%	\$450.00
Import and Place 12" Subbase	16560	SF	\$2.10	\$34,776.00	50%	50%	\$17,388.00
Import and Place 8" Roadbase	15820	SF	\$1.80	\$28,476.00	50%	50%	\$14,238.00
3" Asphalt	13600	SF	\$2.40	\$32,640.00	50%	50%	\$16,320.00

TOTAL: **\$185,928.80**

Utah County Parcel Map





**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
JUNE 24, 2025**

Department Public Works

Director Approval Sam Kelly

AGENDA ITEM Review and action on an updated Master Services Agreement for On-Call Engineering Services

SUMMARY RECOMMENDATION Staff recommends approval of the updated Master Services Agreement for On-Call Engineering Services

BACKGROUND Staff from the Engineering Division desire to update the agreement used while seeking work from engineering consultants to complete work for the City. The updated agreement adds clauses addressing Other Insurance and Indemnification, adjusts the Professional Liability Insurance amount required, and makes some slight changes to grammar and wording. Staff would like to issue a Master Services Agreement (contract) to consultants who are currently doing work for the City. Staff has presented an updated Master Services Agreement that has been reviewed and approved by the City Attorney for immediate implementation with the engineering consultants currently doing tasks for the city.

BUDGET IMPACT All engineering task orders issued in conformance with the Master Services Agreement will be included in the approved budget prior to the task order being issued.

SUGGESTED MOTION Mr. Mayor, I move to approve the updated Master Services Agreement for On-Call Engineering Services as presented and authorize the City Administrator and City Engineer to enter into updated Master Service Agreements with Engineering Consultants who may perform work for the City.

SUPPORTING DOCUMENTS

Master Services Agreement for On-Call Engineering Services (CC approved).hjs
reviewed.5.14.2025 (1) (DOCX)

CLEAN VERSION Master Services Agreement for On-Call Engineering Services (CC
approved).hjs reviewed.5.14.2025 (DOCX)

MASTER SERVICES AGREEMENT FOR ON-CALL ENGINEERING SERVICES

Engineering Services

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

RECITALS

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

WHEREAS, City desires to contract with Engineer for certain professional engineering services for multiple projects, each project scope of services and payment of services being separately identified and agreed to in respective Project Task Orders;

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

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

AGREEMENT

1. Term; Termination.

a. The term of this Agreement shall be two (2) years from the Effective date of this ~~Agreement~~contract.

b. Notwithstanding anything contrary contained herein, City may terminate this Agreement at any time by giving Engineer thirty (30) days written notice in accordance with the notice provisions set forth herein. Upon receipt of such notice, Engineer shall cease all work undertaken hereunder, except as may be necessary to provide for an orderly transition of such work.

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

d. Upon termination of this Agreement, Engineer shall provide a final invoice to City, showing all costs incurred but unpaid, and the City shall pay (within a reasonable time) such costs, as shown therein. Engineer shall forthwith deliver all files,

reports, and other materials concerning services provided, maintained or controlled by Engineer at the time of such termination, subject to all applicable federal and state law.

2. Scope of Services. The scope of services pursuant to this Agreement shall be limited to professional and technical engineering services. Specific ~~s~~Services shall be as set forth in the Project Task Orders.

3. Project Task Order. City may issue to Engineer a Project Task Order in the form attached to this Agreement as Exhibit "A." Subject to the terms of this Agreement and the terms of the Project Task Order, Engineer shall render to City the requested professional and technical engineering services set forth in the Project Task Order. In conjunction therewith, City shall provide to Engineer all necessary information and documentation for Engineer to perform the services. A Project Task Order shall include the scope of the work requested, a schedule for completion, and the cost of said work. All Project Task Orders shall be signed by both Parties to this Agreement. Multiple Project Task Orders may be entered into ~~by the Parties hereto.~~

4. Compensation. In consideration of the services provided to City by Engineer, City shall pay Engineer for services rendered in accordance with the Project Task Order and the approved fee structure attached hereto as Exhibit "B" (hereinafter referred to as "Fee Schedule"), if applicable. Minimum amount of guarantee under this contract is \$0.00. Maximum dollar amount of task orders available is \$200,000.00 over the ~~contract term of this Agreement as set forth in Section 1.~~period.

5. Invoice; Payment.

a. For services rendered hereunder, Engineer shall invoice City monthly for services provided in accordance with the approved Project Task Order and Fee Schedule. Engineer shall submit monthly invoices to City showing the work completed and the amount of compensation due. Engineer shall submit invoices for work done in a timely manner. City shall not be required to pay for work that is invoiced more than 120 days after it was performed.

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

c. In the event amounts are not paid in full within thirty (30) days of City's receipt of the invoice, City agrees to pay interest at the rate of one and one-half percent (1.5%) per month on any and all unpaid balance of services, costs, and expenses.

d. City consents to Engineer's immediate withdrawal and termination of this Agreement should the account become more than thirty (30) days delinquent. Further, in the event of default, Engineer may pursue any and all remedies available at law or in equity.

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

6. Relationship of Parties.

Engineer, its agents, and employees shall be an independent contractor performing professional and technical engineering services for the City. Nothing contained in this Agreement shall be construed to create a relationship of employer and employee, master and servant, principal and agent, or partners or co-venturers between City and Engineer. As independent contractors, Engineer, its agents, and employees shall not qualify for or receive any employee benefits from the City, including but not limited to, leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to City employees.

7. Employees and Subcontractors.

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

8. Standard of Performance; Licenses.

Engineer agrees and represents that it has the personnel, experience, and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Engineer shall perform the work described herein in accordance with the standard of care required for the performance of engineering services. Further, Engineer shall maintain all required licenses, including without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Engineer shall require and ensure that all of Engineer's employees and subcontractors maintain all required licenses, including without limitation, all necessary professional and business licenses.

9. Professional Liability Insurance.

Engineer shall maintain professional liability insurance, at its own expense, to protect City from any negligent acts, errors, or omissions on the part of Engineer. Notwithstanding the existence of professional liability insurance, the total aggregate of Engineer's liability to all parties related to this Agreement shall not exceed ~~two~~^{one} million dollars (\$~~2~~¹,000,000).

10. Other Insurance.

Without limiting any indemnity or other obligations of Engineer hereunder, Engineer shall, prior to providing Engineering Services, secure and continuously thereafter (throughout the term of this Agreement) carry with insurers the following insurance coverage in policies which include provisions or endorsements naming City as an additional insured (as indicated below) and shall furnish proof thereof satisfactory to City promptly when requested:

- Worker's Compensation Insurance and Employer's liability Statutory amount
- General Liability \$1,000,000/\$2,000,000 (City listed as additional insured)
- Automobile Liability \$1,000,000 Umbrella Liability \$1,000,000 (City listed as additional insured)

11. Indemnification.

Engineer specifically and expressly agrees to indemnify, and save and hold harmless the City (including, without limitation, its elected and appointed officers, employees, successors, and assigns) from and against any and all demands, liabilities, claims, damages, actions, attorney fees or other cost incurred by the City and/or proceedings in law or equity (including reasonable attorneys' fees and costs of suit), to the extent caused by or resulting from any negligence, gross negligence, intentional misconduct, or under any other actionable fault of Engineer (including, without limitation, its employees, agents, subcontractors, or consultants) in the performance or failure of performance of the Engineering Services provided, or to be provided, hereunder. Nothing herein shall, however, require Engineer to indemnify, and/or save or hold harmless City or its elected or appointed officers, employees, successors, or assigns with respect to (a) the negligence, intentional misconduct, or other actionable fault of City or its elected or appointed officers, employees, successors, or assigns, or of the agents or consultants of City other than Engineer; or (b) any demand, liability, claim, damage, action, and/or proceeding not related to the Engineering Services provided, or to be provided, by Engineer hereunder.

120. Time is of the Essence; Liquidated Damages.

City and Engineer agree that time is of the essences and that, in the case of Engineer's failure to complete the Project Task Order within the time specified and agreed upon, City will be damaged thereby; and because it is difficult to definitely ascertain and prove the amount of such damages, it is hereby agreed that the amount of such damages shall be the liquidated sum of One Hundred Dollars (\$100.00) per calendar day for each day's delay in completing the Project Task Order in excess of the number of working days prescribed; and Engineer hereby agrees that said sum shall be deducted from amounts due the Engineer under the Agreement or, if no amount is due, Engineer hereby agrees to pay to City as liquidated damages such total sum as shall be due for such delay, computed as aforesaid.

131. Notice.

All notices under this Agreement will be in writing and will be deemed to have been duly given if delivered personally or by a nationally recognized courier service or mailed by registered or certified national mail service, return receipt requested, postage prepaid, to the Parties at the addresses set forth below. All notices under this Agreement that are addressed as provided in this Section. If delivered personally or by nationally recognized courier service, notice will be deemed given upon delivery. If delivered by mail in the

manner described above, notice will be deemed given on the date received by the recipient as reflected in the return receipt. All notices shall be directed to the Parties hereto as follows:

CITY:

American Fork City
Attn: City Administrator
51 East Main Street
American Fork, Utah 84003
Phone: (801) 763-3000

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

American Fork City Public Works
Attn: Public Works Director
275 East 200 North
American Fork, Utah 84003
Phone: (801) 763-3060

ENGINEER:

142. Ownership.

All work, work product and deliverables produced under this Agreement shall remain the exclusive property and shall inure to the benefit of City as work for hire. Engineer shall not use, sell, disclose or obtain any other compensation for such work for hire. In addition, Engineer may not, with regard to all work, work product, deliverables or work for hire required by this Agreement, apply for in its name or otherwise, any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of City.

153. Waiver.

Unless otherwise indicated herein, failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall not constitute a waiver of any such breach of any other covenant, agreement, term, or condition. Any party, by notice delivered in the manner provided in this Agreement, may, but shall be under no obligation to waive any of its rights and any conditions to its obligation hereunder, or any duty, obligation, or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement, but each and every covenant, agreement, term, and condition shall continue in full force with respect to any other then existing or subsequently occurring breach. To be effective a waiver must be signed by both Pparties hereto.

164. Compliance with Laws and Policies.

In the performance of their obligations hereunder, the Pparties shall obey and abide by all applicable laws, rules and regulations, and with all applicable ordinances, policies and procedures. Both Pparties shall abide by all applicable federal and state laws, rules, regulations, and executive orders pertaining to equal employment opportunity; pursuant thereto, shall assure that no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from employment with, participation in, be denied the benefits of or be otherwise subjected to discrimination under, any program or activity performed under this Agreement; and to promptly take appropriate steps to correct any deficiency that may be found to occur in compliance with such laws and rules.

175. Rights and Remedies.

The rights and remedies of any of the Pparties hereto shall not be exclusive. In general, the respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to or shall limit or affect any rights at law or by statute or otherwise of any party aggrieved as against the other party for a breach or threatened breach of any provisions hereof, it being the intention of this Paragraph to make clear the agreement of the Pparties that the respective rights and obligations of the Pparties hereunder shall be enforceable in equity as well as to law or otherwise.

186. Entire Agreement.

This Agreement and the exhibits attached hereto constitute the entire agreement between the Parties on the sSubject matter covered herein and this Agreement supersedes any and all prior agreements between the Parties related to the services. The Parties represent and acknowledge that they have not relied on any statements or promises of any kind other than those specifically set forth in this Agreement.

197. Amendments.

This Agreement may only be amended in writing signed by each of the Parties hereto. If, as the result of legislative action or rule-making, any of the provisions of this Agreement becomes inconsistent with Utah law, the Parties will promptly meet to negotiate in good faith such amendments as may be necessary to comply with Utah law.

2018. Force Majeure.

Neither City nor Engineer shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

2119. Section Headings.

The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

220. Severability.

In any provision of this Agreement shall be held or deemed to be, or shall in fact be, invalid, inoperative or unenforceable to any extent, the remainder of this Agreement shall not be impaired and shall be enforced to the fullest extent permitted by law.

231. Counterparts.

This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, but all of which together shall constitute one instrument.

242. Choice of Law.

The interpretation of this Agreement and any claim or controversy arising out of or related to this Agreement shall be governed by the laws of the State of Utah. Jurisdiction and venue for the enforcement of this Agreement shall be found exclusively in the courts of Utah County, State of Utah. Each of the Parties irrevocably submits to the exclusive jurisdiction of such courts in any proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of any proceeding shall be heard and determined only in any such court and agrees not to bring any proceeding arising out of or relating to this Agreement in any other court

253. Confidentiality and Data Privacy.

Any confidential information provided to or developed by the Consultant in the performance of this Agreement shall be kept confidential and shall not be revealed or made available to any person by the Consultant without the prior written approval of the

City. This provision shall survive any termination of this Agreement. Engineer agrees to abide by and comply with any applicable federal, state or local laws, rules, regulations of policies requiring data security and privacy.

Engineer also understands and agrees City is subject to the Government Records Access and Management Act, Title 63G, Chapter 2 of the Utah Code (“GRAMA”), and City cannot guarantee that any information or any document or record provided to City by Engineer will not be subject to disclosure unless it is properly classified as a “protected record” under GRAMA based upon a written claim of business confidentiality under Utah Code Ann. §§ 63G-2-305 and -309 and other provisions of GRAMA. For any record provided by Engineer to City to be classified as a “protected record”, Engineer must provide a written claim of business confidentiality and a concise statement of reasons and justifications supporting the claim of business confidentiality with the record when it is first submitted by Engineer to City and, if not so provided, any claim to protected record status may be deemed to have been waived and relinquished by Engineer.

264. Assignment.

This Agreement may not be assigned by either party without the written consent of the other party. If consent to an assignment is obtained, this Agreement is binding on the successors and assigns of the Parties to this Agreement.

275. Attorney Fees; Costs.

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

286. Authority.

The individual(s) executing this Agreement on behalf of, or as a representative for a corporation or other person, firm, partnership or government entity, represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of the corporation, person, firm, partnership or government entity and that this Agreement is binding upon the entity in accordance with its terms.

[Signature Page Follows]

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

AMERICAN FORK CITY

City Administrator

By:

Its:

Date: _____

Date: _____

Attest:

Recorder

Approved as to form:

Approved as to content:

City Attorney

City Engineer

EXHIBIT A
Project Task Order No. _____

On this _____ day of _____, 20____, American Fork City (hereinafter referred to as “City”) hereby requests _____ (hereinafter referred to as “Engineer”) to perform the civil engineering services requested herein under the terms of the existing Master Services Agreement dated _____, 20____.

Scope of Services Requested: _____

Required Documentation from Engineer: _____

- Schedule:**
- Deadlines for this Project Task Order shall be as follows:
- _____
 - _____
 - _____
 - _____

Compensation:

Costs and fees associated with this Project Task Order shall be as follows (check one):

- ☐ Lump sum of \$ _____ (including costs);
- ☐ Hourly rate and costs as set forth in the Fee Schedule, Exhibit B of the Master Services Agreement, not to exceed \$ _____ without written consent; or
- ☐ Hourly rate and costs as set forth in the Fee Schedule, Exhibit B of the Master Services Agreement.

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

AMERICAN FORK CITY _____

City Engineer

By: _____

Its: _____

Date: _____

Date: _____

Template for Exhibit B

MASTER SERVICES AGREEMENT FOR ON-CALL ENGINEERING SERVICES

Engineering Services

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

RECITALS

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

WHEREAS, City desires to contract with Engineer for certain professional engineering services for multiple projects, each project scope of services and payment of services being separately identified and agreed to in respective Project Task Orders;

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

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

AGREEMENT

1. Term; Termination.
 - a. The term of this Agreement shall be two (2) years from the Effective date of this Agreement.
 - b. Notwithstanding anything contrary contained herein, City may terminate this Agreement at any time by giving Engineer thirty (30) day’s written notice in accordance with the notice provisions set forth herein. Upon receipt of such notice, Engineer shall cease all work undertaken hereunder, except as may be necessary to provide for an orderly transition of such work.
 - c. Engineer may terminate this Agreement at any time with thirty (30) day’s written notice to City in accordance with the notice provisions set forth herein. Upon termination by Engineer, City shall not be obligated to make payment on any Project Task Order not completed, in full, by Engineer.
 - d. Upon termination of this Agreement, Engineer shall provide a final invoice to City, showing all costs incurred but unpaid, and the City shall pay (within a reasonable time) such costs, as shown therein. Engineer shall forthwith deliver all files,

reports, and other materials concerning services provided, maintained or controlled by Engineer at the time of such termination, subject to all applicable federal and state law.

2. Scope of Services. The scope of services pursuant to this Agreement shall be limited to professional and technical engineering services. Specific services shall be as set forth in the Project Task Orders.

3. Project Task Order. City may issue to Engineer a Project Task Order in the form attached to this Agreement as Exhibit "A." Subject to the terms of this Agreement and the terms of the Project Task Order, Engineer shall render to City the requested professional and technical engineering services set forth in the Project Task Order. In conjunction therewith, City shall provide to Engineer all necessary information and documentation for Engineer to perform the services. A Project Task Order shall include the scope of the work requested, a schedule for completion, and the cost of said work. All Project Task Orders shall be signed by both Parties to this Agreement. Multiple Project Task Orders may be entered into by the Parties

4. Compensation. In consideration of the services provided to City by Engineer, City shall pay Engineer for services rendered in accordance with the Project Task Order and the approved fee structure attached hereto as Exhibit "B" (hereinafter referred to as "Fee Schedule"), if applicable. Minimum amount of guarantee under this contract is \$0.00. Maximum dollar amount of task orders available is \$200,000.00 over the term of this Agreement as set forth in Section 1..

5. Invoice; Payment.

a. For services rendered hereunder, Engineer shall invoice City monthly for services provided in accordance with the approved Project Task Order and Fee Schedule. Engineer shall submit monthly invoices to City showing the work completed and the amount of compensation due. Engineer shall submit invoices for work done in a timely manner. City shall not be required to pay for work that is invoiced more than 120 days after it was performed.

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

c. In the event amounts are not paid in full within thirty (30) days of City's receipt of the invoice, City agrees to pay interest at the rate of one and one-half percent (1.5%) per month on any and all unpaid balance of services, costs, and expenses.

d. City consents to Engineer's immediate withdrawal and termination of this Agreement should the account become more than thirty (30) days delinquent. Further, in the event of default, Engineer may pursue any and all remedies available at law or in equity.

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

6. Relationship of Parties.

Engineer, its agents, and employees shall be an independent contractor performing professional and technical engineering services for the City. Nothing contained in this Agreement shall be construed to create a relationship of employer and employee, master and servant, principal and agent, or partners or co-venturers between City and Engineer. As independent contractors, Engineer, its agents, and employees shall not qualify for or receive any employee benefits from the City, including but not limited to, leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to City employees.

7. Employees and Subcontractors.

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

8. Standard of Performance; Licenses.

Engineer agrees and represents that it has the personnel, experience, and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Engineer shall perform the work described herein in accordance with the standard of care required for the performance of engineering services. Further, Engineer shall maintain all required licenses, including without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Engineer shall require and ensure that all of Engineer's employees and subcontractors maintain all required licenses, including without limitation, all necessary professional and business licenses.

9. Professional Liability Insurance.

Engineer shall maintain professional liability insurance, at its own expense, to protect City from any negligent acts, errors, or omissions on the part of Engineer. Notwithstanding the existence of professional liability insurance, the total aggregate of Engineer's liability to all parties related to this Agreement shall not exceed two million dollars (\$2,000,000).

10. Other Insurance.

Without limiting any indemnity or other obligations of Engineer hereunder, Engineer shall, prior to providing Engineering Services, secure and continuously thereafter (throughout the term of this Agreement) carry with insurers the following insurance coverage in policies which include provisions or endorsements naming City as an additional insured (as indicated below) and shall furnish proof thereof satisfactory to City promptly when requested:

- Worker's Compensation Insurance and Employer's liability Statutory amount
- General Liability \$1,000,000/\$2,000,000 (City listed as additional insured)
- Automobile Liability \$1,000,000 Umbrella Liability \$1,000,000 (City listed as additional insured)

11. Indemnification.

Engineer specifically and expressly agrees to indemnify, and save and hold harmless the City (including, without limitation, its elected and appointed officers, employees, successors, and assigns) from and against any and all demands, liabilities, claims, damages, actions, attorney fees or other cost incurred by the City and/or proceedings in law or equity (including reasonable attorneys' fees and costs of suit), to the extent caused by or resulting from any negligence, gross negligence, intentional misconduct, or under any other actionable fault of Engineer (including, without limitation, its employees, agents, subcontractors, or consultants) in the performance or failure of performance of the Engineering Services provided, or to be provided, hereunder. Nothing herein shall, however, require Engineer to indemnify, and/or save or hold harmless City or its elected or appointed officers, employees, successors, or assigns with respect to (a) the negligence, intentional misconduct, or other actionable fault of City or its elected or appointed officers, employees, successors, or assigns, or of the agents or consultants of City other than Engineer; or (b) any demand, liability, claim, damage, action, and/or proceeding not related to the Engineering Services provided, or to be provided, by Engineer hereunder.

12. Time is of the Essence; Liquidated Damages.

City and Engineer agree that time is of the essences and that, in the case of Engineer's failure to complete the Project Task Order within the time specified and agreed upon, City will be damaged thereby; and because it is difficult to definitely ascertain and prove the amount of such damages, it is hereby agreed that the amount of such damages shall be the liquidated sum of One Hundred Dollars (\$100.00) per calendar day for each day's delay in completing the Project Task Order in excess of the number of working days prescribed; and Engineer hereby agrees that said sum shall be deducted from amounts due the Engineer under the Agreement or, if no amount is due, Engineer hereby agrees to pay to City as liquidated damages such total sum as shall be due for such delay, computed as aforesaid.

13. Notice.

All notices under this Agreement will be in writing and will be deemed to have been duly given if delivered personally or by a nationally recognized courier service or mailed by registered or certified national mail service, return receipt requested, postage prepaid, to the Parties at the addresses set forth below. All notices under this Agreement that are addressed as provided in this Section. If delivered personally or by nationally recognized courier service, notice will be deemed given upon delivery. If delivered by mail in the

manner described above, notice will be deemed given on the date received by the recipient as reflected in the return receipt. All notices shall be directed to the Parties hereto as follows:

CITY:

American Fork City
Attn: City Administrator
51 East Main Street
American Fork, Utah 84003
Phone: (801) 763-3000

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

American Fork City Public Works
Attn: Public Works Director
275 East 200 North
American Fork, Utah 84003
Phone: (801) 763-3060

ENGINEER:

14. Ownership.

All work, work product and deliverables produced under this Agreement shall remain the exclusive property and shall inure to the benefit of City as work for hire. Engineer shall not use, sell, disclose or obtain any other compensation for such work for hire. In addition, Engineer may not, with regard to all work, work product, deliverables or work for hire required by this Agreement, apply for in its name or otherwise, any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of City.

15. Waiver.

Unless otherwise indicated herein, failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall not constitute a waiver of any such breach of any other covenant, agreement, term, or condition. Any party, by notice delivered in the manner provided in this Agreement, may, but shall be under no obligation to waive any of its rights and any conditions to its obligation hereunder, or any duty, obligation, or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement, but each and every covenant, agreement, term, and condition shall continue in full force with respect to any other then existing or subsequently occurring breach. To be effective a waiver must be signed by both Parties hereto.

16. Compliance with Laws and Policies.

In the performance of their obligations hereunder, the Parties shall obey and abide by all applicable laws, rules and regulations, and with all applicable ordinances, policies and procedures. Both Parties shall abide by all applicable federal and state laws, rules, regulations, and executive orders pertaining to equal employment opportunity; pursuant thereto, shall assure that no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from employment with, participation in, be denied the benefits of or be otherwise subjected to discrimination under, any program or activity performed under this Agreement; and to promptly take appropriate steps to correct any deficiency that may be found to occur in compliance with such laws and rules.

17. Rights and Remedies.

The rights and remedies of any of the Parties hereto shall not be exclusive. In general, the respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to or shall limit or affect any rights at law or by statute or otherwise of any party aggrieved as against the other party for a breach or threatened breach of any provisions hereof, it being the intention of this Paragraph to make clear the agreement of the Parties that the respective rights and obligations of the Parties hereunder shall be enforceable in equity as well as to law or otherwise.

18. Entire Agreement.

This Agreement and the exhibits attached hereto constitute the entire agreement between the Parties on the subject matter covered herein and this Agreement supersedes any and all prior agreements between the Parties related to the services. The Parties represent and acknowledge that they have not relied on any statements or promises of any kind other than those specifically set forth in this Agreement.

19. Amendments.

This Agreement may only be amended in writing signed by each of the Parties hereto. If, as the result of legislative action or rule-making, any of the provisions of this Agreement becomes inconsistent with Utah law, the Parties will promptly meet to negotiate in good faith such amendments as may be necessary to comply with Utah law.

20. Force Majeure.

Neither City nor Engineer shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

21. Section Headings.

The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

22. Severability.

In any provision of this Agreement shall be held or deemed to be, or shall in fact be, invalid, inoperative or unenforceable to any extent, the remainder of this Agreement shall not be impaired and shall be enforced to the fullest extent permitted by law.

23. Counterparts.

This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, but all of which together shall constitute one instrument.

24. Choice of Law.

The interpretation of this Agreement and any claim or controversy arising out of or related to this Agreement shall be governed by the laws of the State of Utah. Jurisdiction and venue for the enforcement of this Agreement shall be found exclusively in the courts of Utah County, State of Utah. Each of the Parties irrevocably submits to the exclusive jurisdiction of such courts in any proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of any proceeding shall be heard and determined only in any such court and agrees not to bring any proceeding arising out of or relating to this Agreement in any other court.

25. Confidentiality and Data Privacy.

Any confidential information provided to or developed by the Consultant in the performance of this Agreement shall be kept confidential and shall not be revealed or made available to any person by the Consultant without the prior written approval of the

City. This provision shall survive any termination of this Agreement. Engineer agrees to abide by and comply with any applicable federal, state or local laws, rules, regulations of policies requiring data security and privacy.

Engineer also understands and agrees City is subject to the Government Records Access and Management Act, Title 63G, Chapter 2 of the Utah Code (“GRAMA”), and City cannot guarantee that any information or any document or record provided to City by Engineer will not be subject to disclosure unless it is properly classified as a “protected record” under GRAMA based upon a written claim of business confidentiality under Utah Code Ann. §§ 63G-2-305 and -309 and other provisions of GRAMA. For any record provided by Engineer to City to be classified as a “protected record”, Engineer must provide a written claim of business confidentiality and a concise statement of reasons and justifications supporting the claim of business confidentiality with the record when it is first submitted by Engineer to City and, if not so provided, any claim to protected record status may be deemed to have been waived and relinquished by Engineer.

26. Assignment.

This Agreement may not be assigned by either party without the written consent of the other party. If consent to an assignment is obtained, this Agreement is binding on the successors and assigns of the Parties to this Agreement.

27. Attorney Fees; Costs.

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

28. Authority.

The individual(s) executing this Agreement on behalf of, or as a representative for a corporation or other person, firm, partnership or government entity, represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of the corporation, person, firm, partnership or government entity and that this Agreement is binding upon the entity in accordance with its terms.

[Signature Page Follows]

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

AMERICAN FORK CITY

City Administrator

By:

Its:

Date: _____

Date: _____

Attest:

Recorder

Approved as to form:

Approved as to content:

City Attorney

City Engineer

EXHIBIT A
Project Task Order No. _____

On this _____ day of _____, 20____, American Fork City (hereinafter referred to as “City”) hereby requests _____ (hereinafter referred to as “Engineer”) to perform the civil engineering services requested herein under the terms of the existing Master Services Agreement dated _____, 20____.

Scope of Services Requested: _____

Required Documentation from Engineer: _____

Schedule:

Deadlines for this Project Task Order shall be as follows:

- _____
- _____
- _____
- _____

Compensation:

Costs and fees associated with this Project Task Order shall be as follows (check one):

- ☐ Lump sum of \$ _____ (including costs);
- ☐ Hourly rate and costs as set forth in the Fee Schedule, Exhibit B of the Master Services Agreement, not to exceed \$ _____ without written consent; or
- ☐ Hourly rate and costs as set forth in the Fee Schedule, Exhibit B of the Master Services Agreement.

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

AMERICAN FORK CITY _____

City Engineer

By: _____

Its: _____

Date: _____

Date: _____

Template for Exhibit B



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
JUNE 24, 2025**

Department Recorder

Director Approval Terilyn Lurker

AGENDA ITEM Review and action on approval of a resolution adopting fireworks restrictions for American Fork City.

SUMMARY RECOMMENDATION

Staff would recommend approval of the resolution.

BACKGROUND

In previous years, the City has approved resolutions adopting fireworks restrictions. The Fire Chief is proposing that the city adopt fireworks restrictions once again. The Fire Department wants the residents of American Fork to have a fun *and* safe holiday. The resolution lists parks where fireworks will be allowed to be discharged. The resolution includes statements that the city will follow state law with regards to the dates and times fireworks can be discharged as well as what fireworks can be discharged.

Attached is a list of firework discharge dates for 2025.

BUDGET IMPACT

NA

SUGGESTED MOTION

I move to approve the resolution adopting fireworks restrictions in American Fork City.

SUPPORTING DOCUMENTS

06.24.25 - Fireworks Restriction resolution - FINAL (DOCX)
Fireworks Map (PDF)
2025 Firework Dates (PDF)

RESOLUTION NO. _____**A RESOLUTION OF THE AMERICAN FORK CITY COUNCIL ADOPTING
FIREWORKS RESTRICTIONS.**

WHEREAS, American Fork City wishes to protect vulnerable areas from the risk of fire;
and

WHEREAS, American Fork City wishes to support the Fire Department's efforts to limit the risk of fire;

NOW THEREFORE BE IT RESOLVED BY THE AMERICAN FORK CITY COUNCIL as follows:

Section 1.

A. Discharge of fireworks shall be consistent with the map attached hereto as Exhibit A and further described herein:

i. Ground fireworks are allowed to be discharged in all parks and in the public right-of-way.

ii. Aerial Fireworks less than 150' are allowed to be discharged in the public right-of-way and at the following parks:

<u>Park</u>	<u>Approximate Address</u>
Evergreen Park	200 North 700 East
Val Vista Park	1300 North 1100 East
Art Dye Park	550 East 1000 North
Hindley Park	400 North 560 West
Greenwood Park	200 East 500 South
Legacy Park	70 West 1340 North

iii. Any fireworks that discharge vertically 150' or more and/or those that require special permitting (more than 1.4G classification) or handling shall follow the City's prescribed application and permitting process for Special Events.

B. Only fireworks legally sold in the State of Utah are allowed to be discharged within the City and only during the dates and times allowed by State law.

C. Fireworks are prohibited within twenty-five (25) feet from any building, 200 feet from any open field, unimproved lot with dry vegetation, or any vacant building with dry vegetation on the lot, or within 200 feet of any other agricultural product(s).

- D. The Fire Chief, Fire Marshal or designee reserve the right to restrict fireworks or recreational burns in any high-risk geographical area inside the city of American Fork that may be at risk or has a potential safety concern.

Section 2.

This resolution shall take effect immediately upon its approval and adoption.

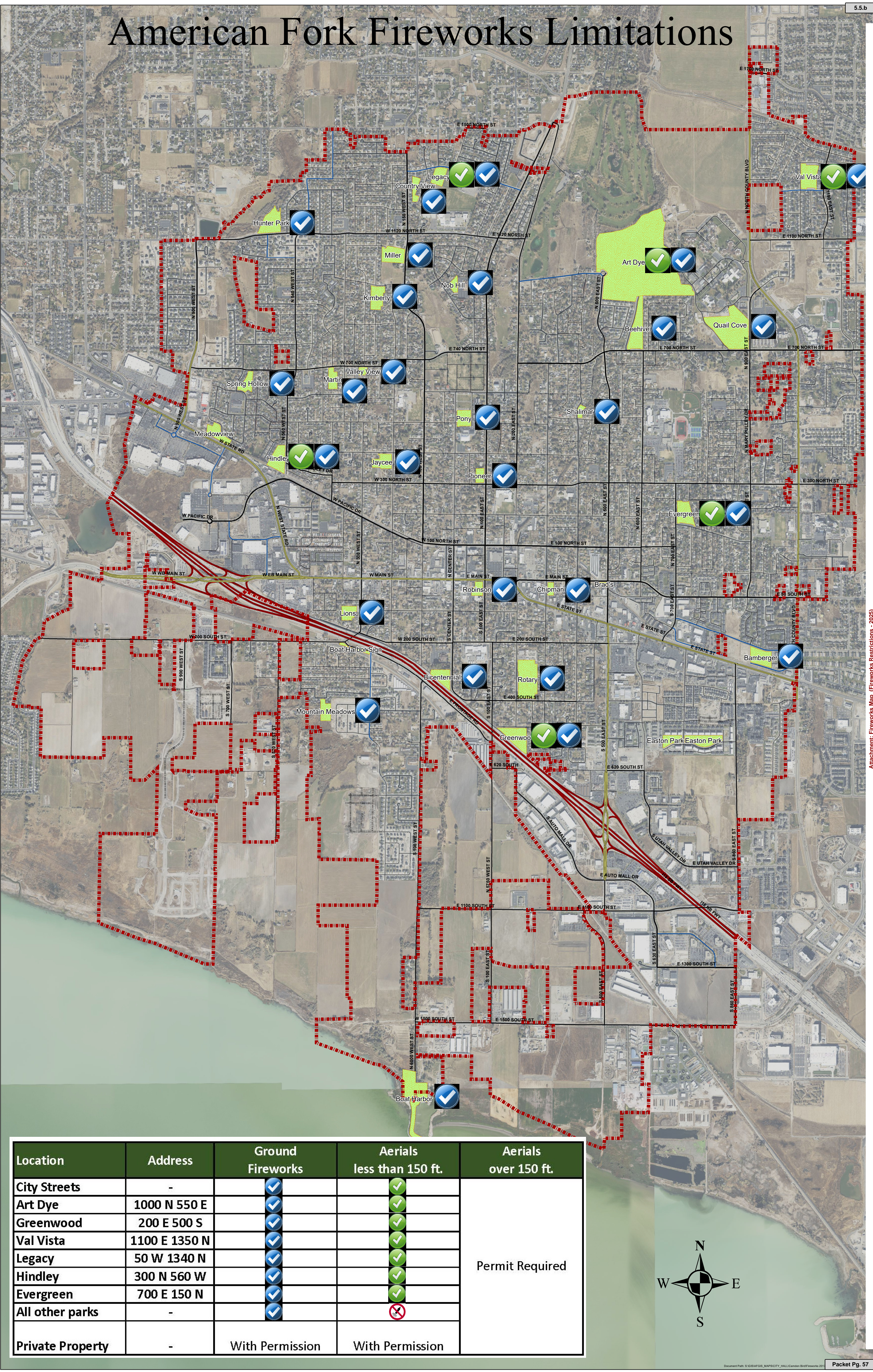
PASSED AND ADOPTED BY THE CITY COUNCIL THIS 24TH DAY OF JUNE 2025.

ATTEST:

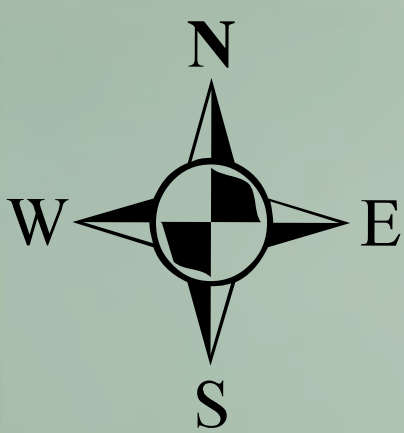
Bradley J. Frost, Mayor

Terilyn Lurker, City Recorder

American Fork Fireworks Limitations



Location	Address	Ground Fireworks	Aerials less than 150 ft.	Aerials over 150 ft.
City Streets	-	✓	✓	Permit Required
Art Dye	1000 N 550 E	✓	✓	Permit Required
Greenwood	200 E 500 S	✓	✓	Permit Required
Val Vista	1100 E 1350 N	✓	✓	Permit Required
Legacy	50 W 1340 N	✓	✓	Permit Required
Hindley	300 N 560 W	✓	✓	Permit Required
Evergreen	700 E 150 N	✓	✓	Permit Required
All other parks	-	✓	✗	Permit Required
Private Property	-	With Permission	With Permission	Permit Required





2025 FIREWORKS SALES AND DISCHARGE DATES

Sales

Consumer fireworks can be sold the following dates:

June 24 – July 25

December 29 – December 31

2 days before & on Chinese New Year's Eve

Discharge

Between the hours of 11am & 11pm except as noted:

Chinese New Year's Eve

January 28, 11am – January 29, 1am

July 2 – July 5

(July 4 hours extended to midnight)

July 22 – July 25

(July 24 hours extended to midnight)

December 31, 2025 11am – January 1, 2026 1am

*if New Year's Eve is on a Sunday, and the county, municipality or metro township determines to celebrate New Year's Eve on the prior Saturday (December 30), then a person may discharge consumer State approved explosives on that prior Saturday within the county, municipality, or metro township.



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
JUNE 24, 2025**

Department Recorder Director Approval Terilyn Lurker

AGENDA ITEM Review and action on an ordinance approving the Chipman and Stake Center Annexation, consisting of approximately 24 acres, and located at approximately 100 W 700 S, including the ordinance of annexation, annexation agreement, street dedication plats, and placement of the property in the Planned Residential (PR-3.0) Zone.

SUMMARY RECOMMENDATION Planning Commission recommend approval.

BACKGROUND The applicant has applied for annexation within American Fork City. The project area looks to have the PR-3.0 zoning designation assigned to the land, which would be for Planned Residential Projects. The annexation area is proposing to be developed into the Chipman Estates subdivision.

****This was approved at the April 22, 2025, city council meeting. Minor changes needed to be made to the road dedication plats.****

BUDGET IMPACT N/A

SUGGESTED MOTION Move to adopt the Ordinance re-approving the Chipman and Stake Center Annexation consisting of approximately 24 acres and located at approximately 100 W 700 S, including the ordinance of annexation, annexation agreement, road dedication plats and placement of the property in the Planned Residential (PR-3.0) Zone.

SUPPORTING DOCUMENTS

8. Annexation Ordinance - Chipman Stake Center Annexation 06.24.25 (DOC)
6. Annexation Agreement 06.18.25 - Chipman Stake Center Annexation (PDF)
Staff Report - Chipman and Stake Center Annexation Agreement (PDF)
Minutes - Annexation - Chipman and Stake Center (PDF)

ORDINANCE NO. _____

AN ORDINANCE BY THE AMERICAN FORK CITY COUNCIL APPROVING THE CHIPMAN/STAKE CENTER ANNEXATION, CONSISTING OF 23.991 ACRES AT APPROXIMATELY 100 WEST 700 SOUTH, AND ESTABLISHING ZONING CLASSIFICATION FOR SAID PROPERTY.

WHEREAS, a Petition for Annexation, along with an accurate plat of said property, was filed on October 7, 2024, by the Chipman Family Trust, Church of Jesus Christ of Latter-Day Saints, John D. & Elaine Watson, and American Fork City, requesting American Fork City annex property into the city; and

WHEREAS, the City Council accepted the petition on October 22, 2024, and the city recorder determined the annexation complies with all provisions of state law and certification was provided to the Utah County Commission pursuant to Utah Code Ann §10-2-405 on November 8, 2024; and

WHEREAS, a 30-day protest period was held and no written protests that would affect the proposed annexation were received; and

WHEREAS, a public hearing considering the proposed annexation was held by the City Council on February 25, 2025, pursuant to Utah Code Ann §10-2-407(7).

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

SECTION I. That the City Council hereby approves the Chipman/Stake Center Annexation consisting of 23.991 acres at approximately 100 West 700 South into American Fork City, and the boundaries of American Fork City are hereby extended to include within the city limits the following described land located in Utah County as provided in Attachment “A”.

SECTION II. That the territory annexed under Section 1 above is hereby classified into the PR-3.0 zone as shown in Attachment “B” and subject to the terms and conditions of the Chipman/Stake Center 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 24th day of June 2025.

Bradley J. Frost, Mayor

ATTEST:

Terilyn Lurker, City Recorder

ATTACHMENT "A"

PROPERTY DESCRIPTION:

A TRACT OF LAND BEING SITUATE IN THE SOUTHEAST QUARTER OF SECTION 23, AND THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, HAVING A BASIS OF BEARINGS OF NORTH 00°10'31" EAST BETWEEN THE SOUTH QUARTER CORNER AND THE NORTH QUARTER CORNER OF SAID SECTION 23, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF HARBOR ROAD C ANNEXATION, ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER AS MAP FILING NO. 13461 WHICH IS SOUTH 89°48'51" EAST ALONG THE SECTION LINE A DISTANCE OF 66.00 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 23, AND RUNNING THENCE NORTH 00°11'56" EAST ALONG SAID EASTERLY LINE A DISTANCE OF 167.35 FEET TO THE NORTHEAST CORNER THEREOF; THENCE NORTH 89°57'46" WEST ALONG THE NORTHERLY LINE OF SAID PLAT A DISTANCE OF 2.23 FEET TO THE SOUTHEAST CORNER OF HARBOR ROAD ANNEXATION PLAT A ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER AS MAP FILING NO. 13460; THENCE NORTH 1°08'42" EAST ALONG SAID HARBOR ROAD ANNEXATION PLAT A 463.71 FEET TO THE SOUTHEAST CORNER OF LAKESIDE ANNEXATION PLAT, ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER AS MAP FILING NO. 2847; THENCE NORTH 00°58'39" EAST ALONG SAID EASTERLY LINE A DISTANCE OF 4.14 FEET TO THE SOUTHWEST CORNER OF HATCH ANNEXATION PLAT, ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER AS MAP FILING NO. 11973; THENCE ALONG SAID ANNEXATION PLAT THE FOLLOWING THREE (3) COURSES, 1) EAST 355.31 FEET, 2) NORTH 200.00 FEET, 3) WEST 351.90 FEET TO THE EASTERLY LINE OF SAID LAKESIDE ANNEXATION PLAT; THENCE NORTH 00°58'39" EAST ALONG SAID EASTERLY LINE A DISTANCE OF 71.20 FEET TO THE SOUTHERLY LINE OF CHIPMAN SUBDIVISION PHASE 1 ANNEXATION ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER AS MAP FILING NO. 8430; THENCE SOUTH 89°25'37" EAST ALONG SAID SOUTHERLY LINE A DISTANCE OF 121.84 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 00°34'23" EAST ALONG THE EASTERLY LINE OF SAID PLAT, THE EASTERLY LINE OF CALVIN CHIPMAN ANNEXATION PLAT, ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER AS MAP FILING NO. 6302, THE EASTERLY LINE OF TODD CARTER ANNEXATION PLAT, ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER AS MAP FILING NO. 6008, THE EASTERLY LINE OF ALAN CHIPMAN ANNEXATION PLAT, ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER AS MAP FILING NO. 5581, AND THE EASTERLY LINE OF ROSEMARIE CHIPMAN ANNEXATION PLAT, ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER AS MAP FILING NO. 13799 A DISTANCE OF 465.35 FEET TO THE EASTERLY CORNER OF SAID ROSEMARIE CHIPMAN ANNEXATION; THENCE ALONG SAID ANNEXATION PLAT THE FOLLOWING FOUR (4) COURSES, 1) NORTH 73°37'00" EAST 28.04 FEET, 2) NORTH 206.88 FEET, 3) WEST 24.73 FEET, 4) NORTH 00°34'23" EAST 62.85 FEET TO THE SOUTHERLY LINE OF THE ORIGINAL AMERICAN FORK CITY PLAT, ON FILE WITH THE OFFICE OF THE UTAH COUNTY SURVEYOR; THENCE NORTH 89°41'12" EAST ALONG SAID SOUTHERLY LINE A DISTANCE OF 511.26 FEET TO THE EASTERLY LINE OF THE CHIPMAN PROPERTY; THENCE ALONG SAID EASTERLY LINE THE FOLLOWING SIX (6) COURSES, 1) SOUTH 37°03'23" EAST 0.30 FEET, 2) SOUTH 00°38'13" WEST 280.73 FEET, 3) SOUTH 00°15'35" WEST 440.93 FEET, 4) SOUTH 00°14'58" WEST 742.06 FEET, 5) SOUTH 00°45'32" EAST 222.76 FEET, 6) SOUTH 00°30'23" WEST 211.79 FEET TO A POINT ON THE PROLONGATION OF SAID LINE, AND THE POINT ON A PROLONGATION OF THE SOUTHERLY LINE OF THAT CERTAIN QUIT CLAIM DEED ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER AS ENTRY NO. 52445:2001 THENCE NORTH 89°44'49" WEST ALONG SAID SOUTHERLY LINE A DISTANCE OF 646.62 FEET TO THE EASTERLY LINE OF SAID HARBOR ROAD ANNEXATION PLAT "C"; THENCE NORTH 00°11'56" EAST ALONG SAID EASTERLY LINE A DISTANCE OF 244.74 FEET TO THE POINT OF BEGINNING.

CONTAINS 1,045,032 SQUARE FEET OR 23.991 ACRES, MORE OR LESS.

ANNEXATION AGREEMENT (Chipman/Stake Center Annexation)

This Annexation Agreement ("Agreement"), made and entered into this ____ day of _____, 2025, by and between City of American Fork, Utah, a Utah Municipal Corporation (hereafter referred to as "City"), Schmidt, Howard, Trustee of the Chipman Marital Trust U/A/D November 14, 2004 and Trustee of the Chipman Exemption Trust U/A/D November 14, 2004 an owner (hereafter referred to as "Chipmans"), Watson, John D. & Elaine, an owner (hereafter referred to as "Watsons"), and Corp of Pres Bishop Church of Jesus Christ of LDS, an owner (hereafter referred to as "The Church of Jesus Christ of Latter-Day Saints") and collectively referred to as "Applicants" is based on the following:

RECITALS

WHEREAS, Applicants are the owners of certain parcels of privately-owned real property constituting 100 percent of the Annexation Area, which annexation is located within the unincorporated territory of Utah County, contiguous to the corporate boundary of the City, and is within the City's proposed expansion area;

WHEREAS, a "Petition for Annexation" (Attachment 1 to this Agreement), together with a plat (Attachment 2 to this Agreement) have been prepared by the Applicants and show the real property proposed for annexation (hereafter referred to as "Annexation Area");

WHEREAS, in accordance with the provisions of UCA § 10-2-402, the American Fork City Council has heretofore adopted Resolution No. 2024-10-38R, accepting the Petition for Annexation;

WHEREAS, 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) enact an ordinance of annexation relating thereto, subject to the prior execution of this Agreement, 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.

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 and Annexation Contingency: 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. This Agreement will be effective if, and only if, (a) the City approves an ordinance annexing the Annexation Area into the City; and (b) all procedural requirements associated with an annexation under the law of the State of Utah have been complied with, including the issuance of a certificate of annexation by the Lieutenant Governor.

SECTION 2 - Annexation a benefit to Applicants: Applicants and City acknowledge that the City has discretion to approve or deny 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 herein and under the terms of the City's Development Code and Impact Fee Ordinance does not constitute a constitutional taking as that term is 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 the total private land area within the Annexation Area and have complete authority to enter into this Agreement and bind the property hereto.

SECTION 4 - Compatibility with Land Use Plan and Initial Zone Classification: The City's General Plan classifies the proposed uses for the Annexation Area classified as Residential Low Density. Therefore, the zone classification attached to the parcel shall be PR-3.0. A map illustrating the zone classification for the Annexation Area has been prepared by the City and is made part of this Agreement (Attachment 3 to this Agreement).

SECTION 5 - Right-of-way to be Conveyed:

The City's General Plan provides for the development of two minor collectors (700 South and 100 West) including the wider intersection for auxiliary turn lanes and future traffic signal at 700 South and 100 West ("Collector Roads"). Additionally, at the time of development, a local road which will be located at approximately 50 West shall be required to be dedicated at time of development. As a condition of annexation, Applicants hereby agree to dedicate and convey to the City any right-of-way necessary for the Collector Roads in the location shown on the roadway dedication plats prepared by the Applicants and approved the City (Attachment 4 to this Agreement). Applicants shall have no obligation to construct any right-of-way improvements for the Collector Roads unless and until any improvement or development occurs within the Annexation Area. Development of the Collector Roads will be subject to the provisions as outlined in the American Fork City Development Code in effect at the time of development. Applicants shall be responsible for the cost of all minimum level of improvements at the time of improvement or development.

American Fork River in the Annexation Area shall also be dedicated to the City along with a 30 ft wide section along the east bank of American Fork River, and a 5 ft wide section along the west bank for future access. The trail will be considered the Shared Use Path/Regional Trail that is shown on the City's Bike and Pedestrian Map and shall be implemented along the east bank of American Fork River. The Shared Use Path/Regional Trail shall be a minimum of 14' wide. Applicants shall have no obligation to construct any of the path unless and until any improvement or development occurs within the Annexation Area. The Shared Use Path/Regional Trail may be included within the 30 ft wide right-of-way dedication along the east bank of American Fork River. As a condition of annexation, Applicants hereby agree to dedicate and convey to the City any right-of-way necessary for the Shared Use Path/Regional Trail and American Fork River in the location shown on the roadway dedication plats prepared by the Applicants and approved by the City (Attachment 4 to this Agreement).

SECTION 6 - Conveyance of Water Right: American Fork City Code 17.1.400,

Conveyance of Water, requires conveyance of water shares/rights at the time of annexation unless the City determines that there is good and sufficient reason to delay the time of the conveyance. City and Applicants acknowledge and agree that the parties are unable to determine the quantity of shares/rights required for the Annexation Area at the present time and therefore, the City authorizes a delay in the time of conveyance of water shares/rights until the time of development. Any subsequent conveyance of water shares/rights shall be no more than what is required for the development of the Annexation Area as provided for under applicable City standards. A Water Delay Agreement is entered into by the parties concurrently with this Agreement and the terms of such Water Delay Agreement are incorporated into this Agreement as Attachment 5.

SECTION 7 - Open Ditches to be Piped: Applicants acknowledge that it is Applicants' 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 within the Annexation Area.

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 rights-of-way which are to be dedicated to City in connection with this Agreement. Proof of payment of these taxes shall be required prior to recording of this Agreement.

SECTION 9 - Impact Fees: No impact fees are required to be paid at this time 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 any generally applicable 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: 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.

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 Devin Chipman, 3557 South 550 West, Nibley, Utah 84321.

SECTION 12 - Entire Agreement: This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and may be changed only in writing signed by all parties.

SECTION 13 — 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 enforceability of the remaining provisions hereof.

SECTION 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.

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

AMERICAN FORK CITY

Bradley J. Frost, Mayor

ATTEST:

City Recorder

Schmidt, Howard
Trustee of the Trust of the Chipman Marital Trust U/A/D November 14, 2004 and Trustee of the Chipman Exemption Trust U/A/D November 14, 2004

Watson, John D.

Watson, Elaine

Corp of Pres Bishop Church of Jesus Christ of LDS

By

Title

ATTACHMENT #1

5.6.b

Attachment: 6. Annexation Agreement 06.18.25 - Chipman Stake Center Annexation (Chipman and Stake Center Annexation - 06.24.25)



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

CERTIFICATION OF PETITION FOR ANNEXATION

Chipman/Stake Center Annexation

November 8, 2024

VIA Email to:

Applicants
American Fork City Mayor and Council Members
Utah County Commissioners

I, Terilyn Lurker, the City Recorder for American Fork City, Utah County, Utah, do certify that I have reviewed the Petition for Annexation of the Chipman/Stake Center Annexation that was filed with my office on October 7, 2024. On October 22, 2024, the American Fork City Council adopted Resolution No. 2024-10-38R accepting the Petition for Annexation. I find that the petition meets the requirements of Utah Code Subsection 10-2-403(3) and (4) and do hereby certify the Petition for Annexation in accordance with Utah Code Section 10-2-405(2).

Dated this 8th day of November 2024.

Terilyn Lurker, City Recorder



ATTACHMENT #2

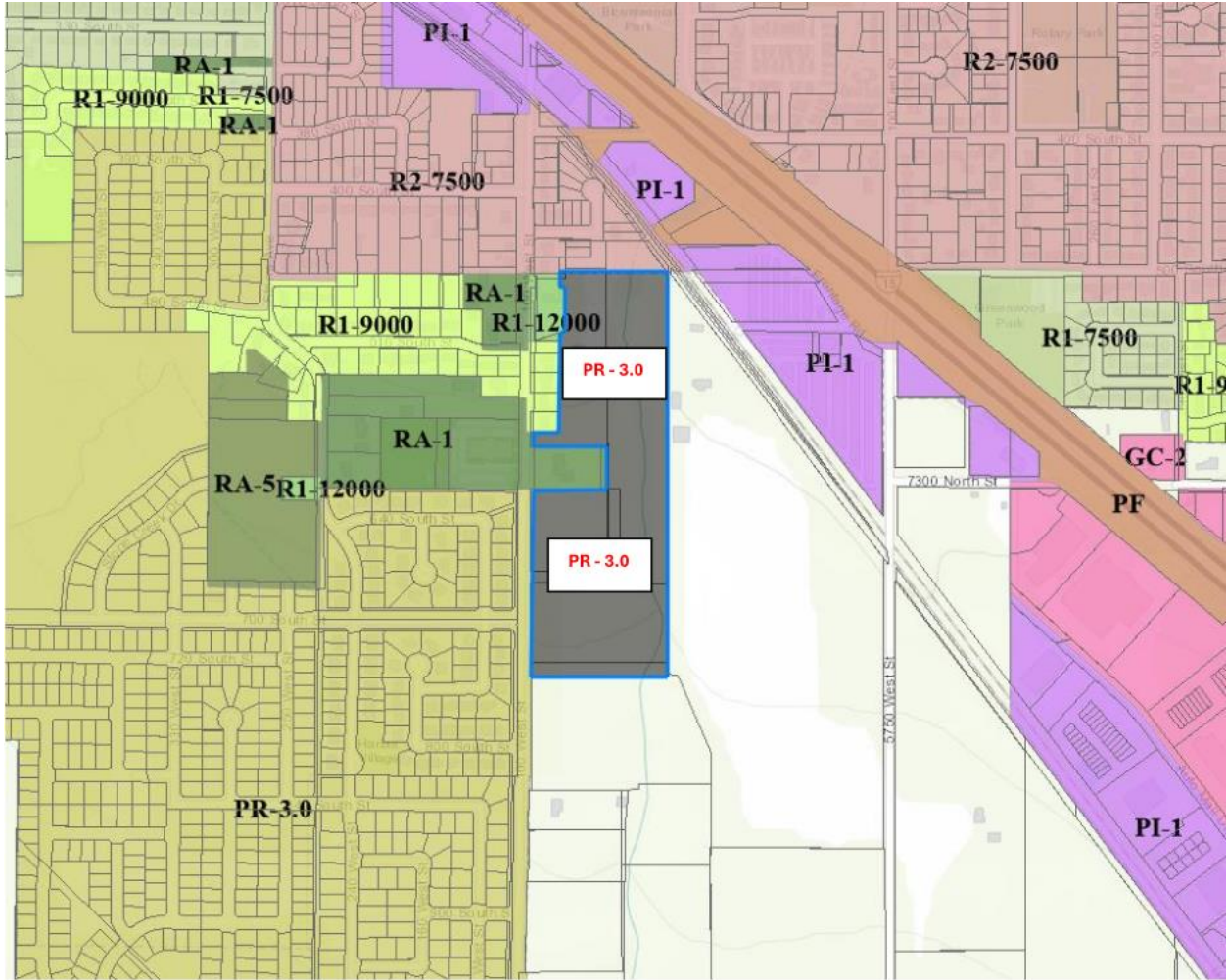
5.6.b

Attachment: 6. Annexation Agreement 06.18.25 - Chipman Stake Center Annexation (Chipman and Stake Center Annexation - 06.24.25)

ATTACHMENT #3

5.6.b

Attachment: 6. Annexation Agreement 06.18.25 - Chipman Stake Center Annexation (Chipman and Stake Center Annexation - 06.24.25)

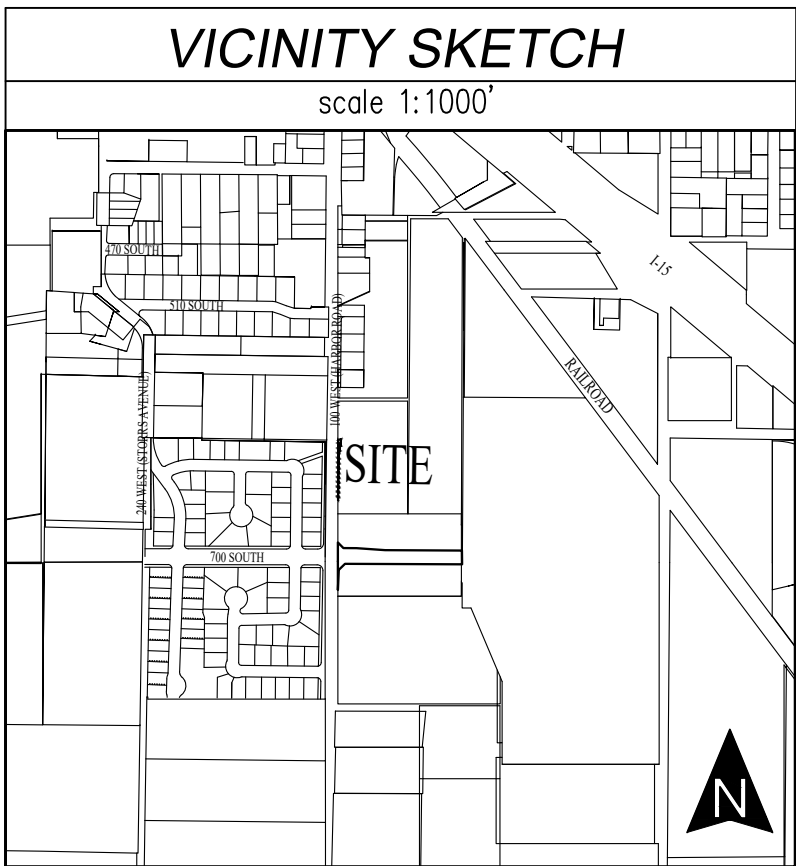


ATTACHMENT #4

5.6.b

Attachment: 6. Annexation Agreement 06.18.25 - Chipman Stake Center Annexation (Chipman and Stake Center Annexation - 06.24.25)

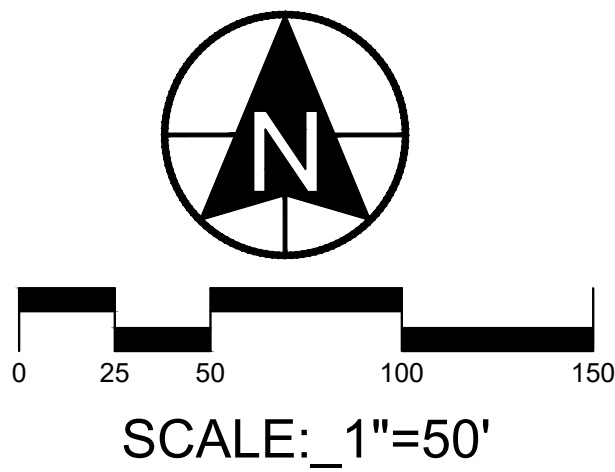
CHIPMAN - 100 W ROAD DEDICATION PLAT NO. 1
PORTION OF 100 WEST
LOCATED IN THE
SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN.
AMERICAN FORK CITY, UTAH COUNTY, UTAH



WATER RIGHT NOTE

OWNERS EXPRESSLY RESERVES ALL WATER RIGHTS ASSOCIATED WITH THIS ROAD DEDICATION PLAT AND DOES NOT CONVEY ANY SUCH RIGHTS TO AMERICAN FORK CITY AS PART OF THIS PLAT.

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
C1	112.00	17.53	08°58'10"	17.52	S05°09'38"W
C2	88.00	13.31	08°39'50"	13.29	S05°18'48"W



SURVEYOR
WILDING
ENGINEERING
14721 SOUTH HERITAGE CREST WAY
BLUFFDALE, UT 84005
(801) 553-8112

ENGINEER
berg
CIVIL ENGINEERING
1018 N DEER CREST LANE
ALPINE, UT 84004
office (801) 462-1277
cell (801) 616-1677

SURVEYOR'S CERTIFICATE

I, _____, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD A LICENSE IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT, UTAH CODE ANNOTATED, 1953 AS AMENDED. CERTIFICATE NO. _____. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, HAVE SUBDIVIDED SAID TRACT OF LAND INTO A PUBLIC STREET, HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17, UTAH CODE ANNOTATED, 1953 AS AMENDED, HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT. I FURTHER CERTIFY THAT THIS PLAT IS TRUE AND CORRECT.

DATE _____ (SEE SEAL BELOW)

BOUNDARY DESCRIPTION

BEGINNING AT A POINT LOCATED NORTH 00°10'31" EAST 317.66 FEET ALONG THE SECTION LINE AND EAST 66.00 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;
THENCE SOUTH 00°10'31" WEST 70.16 FEET; THENCE WEST 0.66 FEET;
THENCE NORTH 00°00'00" EAST 387.40 FEET; THENCE EAST 16.54 FEET; THENCE ALONG THE ARC OF A NON-TANGENT 112.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 17.53 FEET (CURVE HAVING A CENTRAL ANGLE OF 08°58'10" AND A LONG CHORD BEARS S05°09'38"W 17.52 FEET); THENCE SOUTH 09°38'43" WEST 52.74 FEET; THENCE ALONG THE ARC OF A 88.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 13.31 FEET (CURVE HAVING A CENTRAL ANGLE OF 08°39'50" AND A LONG CHORD BEARS S05°18'48"W 13.29 FEET); THENCE SOUTH 00°58'53" WEST 234.60 FEET TO THE POINT OF BEGINNING.

CONTAINS: 1,628 SF OR 0.04 ACRES

OWNER'S DEDICATION

THE UNDERSIGNED OWNERS OF THE PROPERTY DESCRIBED ABOVE AND SHOWN ON THIS PLAT, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO STREETS AND DO HEREBY DEDICATE ANY PUBLIC STREETS AND OTHER PUBLIC AREAS SHOWN THEREON FOR THE PERPETUAL USE OF THE PUBLIC. OWNERS EXPRESSLY RESERVES ALL WATER RIGHTS ASSOCIATED WITH THIS RIGHT-OF-WAY DEDICATION AND DOES NOT CONVEY ANY SUCH RIGHTS TO THE PUBLIC.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____ DAY OF _____, A.D. _____

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS,
a Utah corporation sole, f/k/a Corporation of the Presiding
Bishop of The Church of Jesus Christ of Latter-day Saints

NAME: _____
TITLE: AUTHORIZED AGENT

ACKNOWLEDGMENT

STATE OF UTAH } S.S.
COUNTY OF UTAH }
ON THE _____ DAY OF _____, A.D. _____ PERSONALLY APPEARED BEFORE ME _____ WHO ACKNOWLEDGED HIMSELF TO BE THE AUTHORIZED AGENT OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, A UTAH CORPORATION SOLE, F/K/A CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, A UTAH CORPORATION SOLE, AND THE HE, AS SUCH AUTHORIZED AGENT, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

NOTARY PUBLIC _____
NOTARY FULL NAME _____, A NOTARY COMMISSIONED IN UTAH.
COMMISSION NUMBER _____ MY COMMISSION EXPIRES _____

ACCEPTANCE BY LEGISLATIVE BODY

THE _____ CITY COUNCIL _____ OF _____ AMERICAN FORK CITY _____ COUNTY OF UTAH, APPROVES THIS DEDICATION PLAT AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS AND EASEMENTS FOR THE PERPETUAL USE OF THE PUBLIC THIS _____ DAY OF _____, A.D. _____

MAYOR

CITY COUNCIL MEMBER

CITY COUNCIL MEMBER

CITY COUNCIL MEMBER
APPROVED _____ ATTEST _____
CITY ENGINEER CLERK-RECORDER

PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____, A.D. _____ BY THE

AMERICAN FORK CITY PLANNING COMMISSION

PLANNER

CHAIRMAN, PLANNING COMMISSION

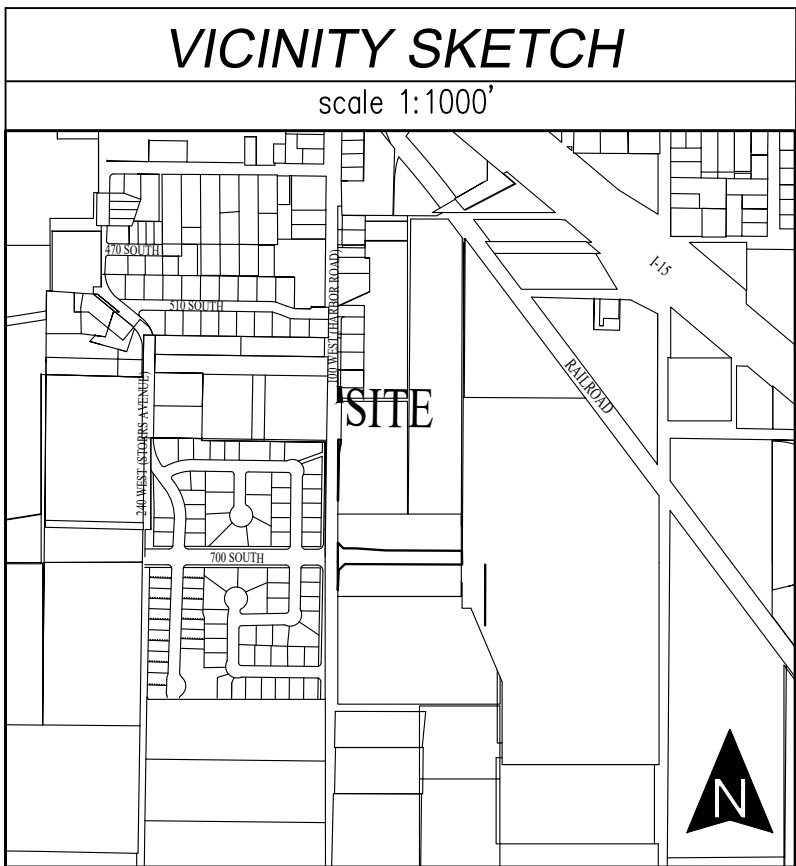
CHIPMAN - 100 WEST ROAD DEDICATION PLAT NO. 1
PORTION OF 100 WEST
LOCATED IN THE
SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN.
AMERICAN FORK CITY, UTAH COUNTY, UTAH

SCALE: 1" = 50 FEET

SURVEYOR'S SEAL NOTARY PUBLIC SEAL CLERK-RECORDER SEAL

12/17/2024

CHIPMAN - 100 W ROAD DEDICATION PLAT NO. 2
PORTION OF 100 WEST
LOCATED IN THE
SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN.
AMERICAN FORK CITY, UTAH COUNTY, UTAH



WATER RIGHT NOTE

OWNERS EXPRESSLY RESERVES ALL WATER RIGHTS ASSOCIATED WITH THIS ROAD DEDICATION PLAT AND DOES NOT CONVEY ANY SUCH RIGHTS TO AMERICAN FORK CITY AS PART OF THIS PLAT.

SURVEYOR'S CERTIFICATE

I, _____ DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD A LICENSE IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT, UTAH CODE ANNOTATED, 1993 AS AMENDED. CERTIFICATE NO. _____. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, HAVE SUBDIVIDED SAID TRACT OF LAND INTO A PUBLIC STREET, HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17, UTAH CODE ANNOTATED, 1993 AS AMENDED, HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT. I FURTHER CERTIFY THAT THIS PLAT IS TRUE AND CORRECT.

DATE _____ (SEE SEAL BELOW)

BOUNDARY DESCRIPTION

BEGINNING AT A POINT LOCATED NORTH 00°10'31" EAST 834.90 FEET ALONG THE SECTION LINE AND EAST 63.55 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE NORTH 00°00'00" EAST 71.32 FEET; THENCE SOUTH 89°25'37" EAST 14.13 FEET; THENCE SOUTH 04°00'41" EAST 71.35 FEET; THENCE WEST 19.12 FEET TO THE POINT OF BEGINNING.

CONTAINS: 1,184 SF OR 0.03 ACRES

OWNER'S DEDICATION

THE UNDERSIGNED OWNERS OF THE PROPERTY DESCRIBED ABOVE AND SHOWN ON THIS PLAT, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO STREETS AND DO HEREBY DEDICATE ANY PUBLIC STREETS AND OTHER PUBLIC AREAS SHOWN THEREON FOR THE PERPETUAL USE OF THE PUBLIC. OWNERS EXPRESSLY RESERVES ALL WATER RIGHTS ASSOCIATED WITH THIS RIGHT-OF-WAY DEDICATION AND DOES NOT CONVEY ANY SUCH RIGHTS TO THE PUBLIC.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____ DAY OF _____, A.D. ____

NAME: _____
TITLE: AUTHORIZED AGENT

ACKNOWLEDGMENT

STATE OF UTAH } S.S.
COUNTY OF UTAH }
ON THE ____ DAY OF _____, A.D. _____, PERSONALLY APPEARED BEFORE ME _____ WHO ACKNOWLEDGED HIMSELF TO BE _____, AND THE HE, AS SUCH AUTHORIZED AGENT, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

NOTARY PUBLIC _____
NOTARY FULL NAME _____, A NOTARY COMMISSIONED IN UTAH.
COMMISSION NUMBER _____ MY COMMISSION EXPIRES _____

ACCEPTANCE BY LEGISLATIVE BODY

THE ____ CITY COUNCIL ____ OF ____ AMERICAN FORK CITY ____ COUNTY OF UTAH, APPROVES THIS DEDICATION PLAT AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS AND EASEMENTS FOR THE PERPETUAL USE OF THE PUBLIC THIS ____ DAY OF _____, A.D. ____

____ MAYOR _____ CITY COUNCIL MEMBER
____ CITY COUNCIL MEMBER _____ CITY COUNCIL MEMBER
____ CITY COUNCIL MEMBER _____ CITY COUNCIL MEMBER
APPROVED _____ ATTEST _____
CITY ENGINEER CLERK-RECORDER

PLANNING COMMISSION APPROVAL

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

____ PLANNER _____ CHAIRMAN, PLANNING COMMISSION

CHIPMAN - 100 WEST ROAD DEDICATION PLAT NO. 2
PORTION OF 100 WEST
LOCATED IN THE
SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN.
AMERICAN FORK CITY, UTAH COUNTY, UTAH

SCALE: 1" = 30 FEET

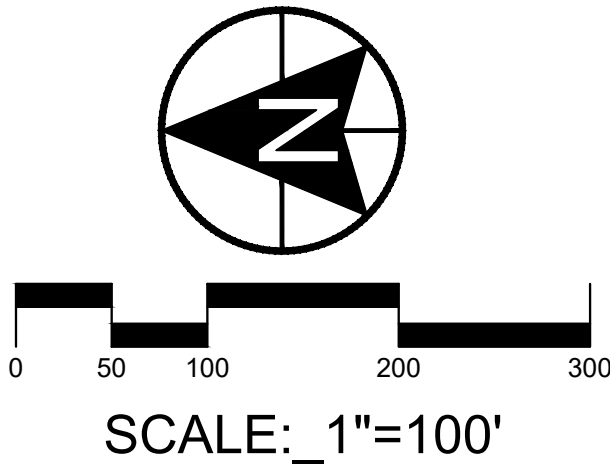
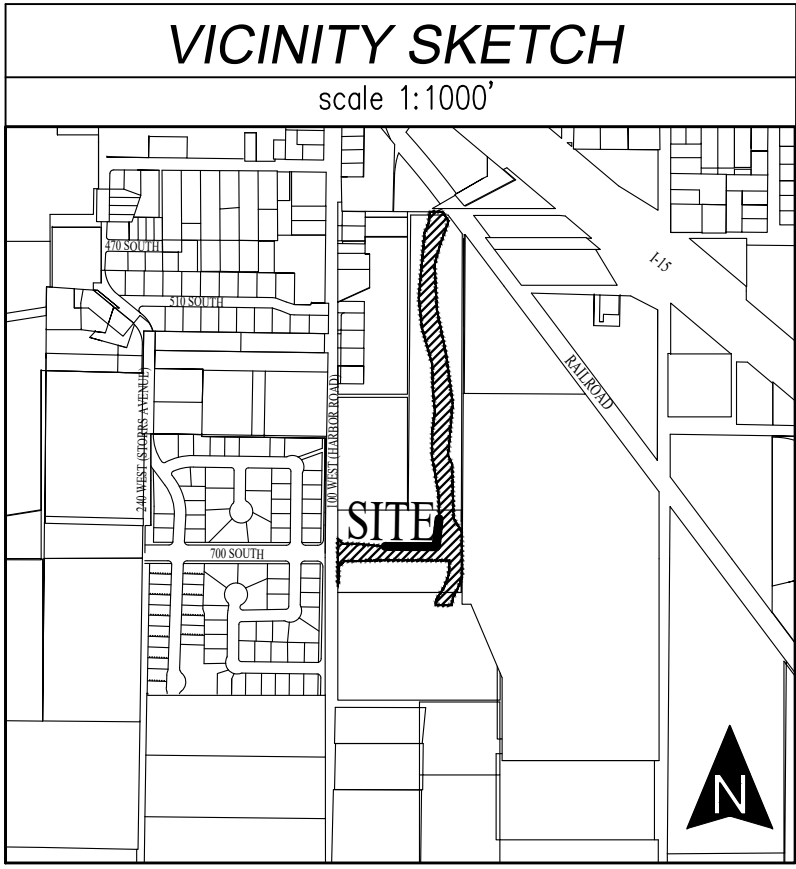
SURVEYOR'S SEAL NOTARY PUBLIC SEAL CLERK-RECORDER SEAL

01172025

SURVEYOR
WILDING
ENGINEERING
14721 SOUTH HERITAGE CREST WAY
BLUFFDALE, UT 84005
(801) 553-8112

ENGINEER
berq
CIVIL ENGINEERING
1018 N DEER CREST LANE
ALPINE UT, 84004
office (801) 462-1277
cell (801) 616-1677

CHIPMAN - 700 S ROAD DEDICATION PLAT NO. 1
PORTION OF 700 SOUTH, AMERICAN FORK RIVER AND RIVER TRAIL
LOCATED IN THE
SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 1 EAST, AND
NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN.
AMERICAN FORK CITY, UTAH COUNTY, UTAH



ACKNOWLEDGMENT

STATE OF UTAH }
COUNTY OF UTAH } S.S.
ON THE ____ DAY OF _____, A.D. _____ PERSONALLY APPEARED BEFORE ME
WHO ACKNOWLEDGED TO BE TRUSTEE OF THE CHIPMAN MARITAL TRUST U/A/D NOVEMBER 14, 2004,
AND THAT, AS SUCH AUTHORIZED AGENT, BEING AUTHORIZED SO TO DO,
EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

NOTARY PUBLIC _____
NOTARY FULL NAME _____, A NOTARY COMMISSIONED IN UTAH.
COMMISSION NUMBER _____ MY COMMISSION EXPIRES _____

SURVEYOR'S CERTIFICATE

I, _____ DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD A LICENSE IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT, UTAH CODE ANNOTATED, 1953 AS AMENDED. CERTIFICATE NO. ____ I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, HAVE SUBDIVIDED SAID TRACT OF LAND INTO A PUBLIC STREET, HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17, UTAH CODE ANNOTATED, 1953 AS AMENDED, HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT. I FURTHER CERTIFY THAT THIS PLAT IS TRUE AND CORRECT.

DATE _____

(SEE SEAL BELOW)

BOUNDARY DESCRIPTION

BEGINNING AT A POINT LOCATED SOUTH 89°48'51" EAST 66.00 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;
THENCE NORTH 00°10'31" EAST 99.75 FEET; THENCE SOUTH 44°24'03" EAST 38.33 FEET; THENCE SOUTH 89°44'49" EAST 69.62 FEET; THENCE SOUTH 84°53'02" EAST 150.47 FEET; THENCE SOUTH 89°44'49" EAST 266.09 FEET; THENCE NORTH 05°45'41" EAST 145.67 FEET; THENCE NORTH 01°01'33" WEST 125.36 FEET; THENCE NORTH 09°29'19" WEST 110.60 FEET; THENCE NORTH 10°09'30" WEST 94.28 FEET; THENCE NORTH 00°43'00" EAST 126.41 FEET; THENCE NORTH 06°55'43" EAST 111.41 FEET; THENCE NORTH 05°41'32" WEST 95.72 FEET; THENCE NORTH 01°50'21" WEST 147.81 FEET; THENCE NORTH 15°49'56" WEST 194.29 FEET; THENCE NORTH 06°01'34" WEST 156.54 FEET; THENCE NORTH 05°03'40" EAST 340.57 FEET; THENCE NORTH 22°54'08" EAST 54.43 FEET; THENCE NORTH 05°56'50" EAST 60.29 FEET; THENCE SOUTH 89°40'56" EAST 65.18 FEET; THENCE SOUTH 31°29'12" EAST 55.78 FEET; THENCE SOUTH 37°17'38" EAST 3.66 FEET; THENCE SOUTH 19°18'57" WEST 143.89 FEET; THENCE SOUTH 14°24'40" WEST 95.83 FEET; THENCE SOUTH 03°00'03" EAST 231.44 FEET; THENCE SOUTH 11°36'03" EAST 233.88 FEET; THENCE SOUTH 07°45'52" EAST 258.68 FEET; THENCE SOUTH 05°00'50" WEST 273.81 FEET; THENCE SOUTH 24°34'15" EAST 49.50 FEET; THENCE SOUTH 01°40'02" EAST 282.74 FEET; THENCE SOUTH 31°05'23" EAST 81.88 FEET; THENCE SOUTH 00°45'32" EAST 170.87 FEET; THENCE SOUTH 00°30'23" WEST 66.92 FEET; THENCE SOUTH 21°12'09" WEST 50.51 FEET; THENCE SOUTH 26°47'42" WEST 57.45 FEET; THENCE SOUTH 11°22'01" WEST 37.68 FEET; THENCE NORTH 89°44'49" WEST 83.43 FEET; THENCE NORTH 10°54'32" EAST 29.80 FEET; THENCE NORTH 31°04'41" EAST 79.02 FEET; THENCE NORTH 20°52'05" EAST 63.08 FEET; THENCE NORTH 03°55'04" EAST 76.45 FEET; THENCE NORTH 89°44'49" WEST 336.94 FEET; THENCE SOUTH 88°14'20" WEST 149.31 FEET; THENCE NORTH 89°44'49" WEST 61.50 FEET; THENCE SOUTH 45°37'02" WEST 42.16 FEET; THENCE SOUTH 00°58'43" WEST 65.14 FEET; THENCE SOUTH 05°22'33" WEST 36.69 FEET; THENCE NORTH 00°03'51" WEST 148.82 FEET TO THE POINT OF BEGINNING.

CONTAINS: 224,100 SF OR 5.14 ACRES

OWNER'S DEDICATION

THE UNDERSIGNED OWNERS OF THE PROPERTY DESCRIBED ABOVE AND SHOWN ON THIS PLAT, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO A STREET AND TRAIL CORRIDOR, AND DO HEREBY DEDICATE SAID STREET AND TRAIL CORRIDOR AS SHOWN HEREON FOR THE PERPETUAL USE OF THE PUBLIC.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____
DAY OF _____, A.D. _____

NAME: BRAD FROST
TITLE: MAYOR OF AMERICAN FORK CITY

NAME: _____
TITLE: TRUSTEE OF THE CHIPMAN MARITAL TRUST U/A/D NOVEMBER 14, 2004

ACKNOWLEDGMENT

STATE OF UTAH }
COUNTY OF UTAH } S.S.
ON THE ____ DAY OF _____, A.D. _____ PERSONALLY APPEARED BEFORE ME
BRAD FROST, MAYOR
WHICH PERSON ACKNOWLEDGED TO ME THAT HE EXECUTED THE FOREGOING DEDICATION IN HIS RESPECTIVE CAPACITIES ON BEHALF OF AMERICAN FORK CITY, IN ACCORDANCE WITH THE GOVERNING DOCUMENTS OF THE CITY.

NOTARY PUBLIC _____
NOTARY FULL NAME _____, A NOTARY COMMISSIONED IN UTAH.
COMMISSION NUMBER _____ MY COMMISSION EXPIRES _____

ACCEPTANCE BY LEGISLATIVE BODY

THE ____ CITY COUNCIL ____ OF ____ AMERICAN FORK CITY ____ COUNTY OF UTAH, APPROVES THIS DEDICATION PLAT AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS AND EASEMENTS FOR THE PERPETUAL USE OF THE PUBLIC THIS ____ DAY OF _____, A.D. ____

____ MAYOR	____ CITY COUNCIL MEMBER
____ CITY COUNCIL MEMBER	____ CITY COUNCIL MEMBER
____ CITY COUNCIL MEMBER	____ CITY COUNCIL MEMBER
APPROVED _____ CITY ENGINEER	ATTEST _____ CLERK-RECORDER

PLANNING COMMISSION APPROVAL

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

____ PLANNER _____ CHAIRMAN, PLANNING COMMISSION

CHIPMAN - 700 S ROAD DEDICATION PLAT NO. 1

PORTION OF 700 SOUTH, AMERICAN FORK RIVER AND RIVER TRAIL

LOCATED IN THE
SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 1 EAST, AND
NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN.
AMERICAN FORK CITY, UTAH COUNTY, UTAH
SCALE: 1" = 100 FEET

SURVEYOR'S SEAL NOTARY PUBLIC SEAL CLERK-RECORDER SEAL

2/4/2025

WATER RIGHT NOTE

OWNERS EXPRESSLY RESERVES ALL WATER RIGHTS ASSOCIATED WITH THIS ROAD DEDICATION PLAT AND DOES NOT CONVEY ANY SUCH RIGHTS TO AMERICAN FORK CITY AS PART OF THIS PLAT.

SURVEYOR
WILDING
ENGINEERING
14721 SOUTH HERITAGE CREST WAY
BLUFFDALE, UT 84005
(801) 553-8112

ENGINEER
Berg
CIVIL ENGINEERING
1014 N DEER CREST LANE
ALPINE, UT, 84004
office (801) 492-1277
cell (801) 616-1677

ATTACHMENT #5

5.6.b

Attachment: 6. Annexation Agreement 06.18.25 - Chipman Stake Center Annexation (Chipman and Stake Center Annexation - 06.24.25)

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 _____ (“**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. 13:050:0252, 13:050:0239, 13:050:0191 (“**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]

Schmidt, Howard
Trustee of the Trust of the Chipman Marital Trust U/A/D November 14, 2004 and Trustee of the Chipman Exemption Trust U/A/D November 14, 2004

STATE OF UTAH)
:ss
COUNTY OF _____)

On the ____ day of _____, 20____, _____ personally appeared before me and duly acknowledged that he/she executed this Water Delay Agreement for the purposes stated therein.

NOTARY PUBLIC

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

AFIC - No. 9158 of 5.17 shares for the Chipman Family Trust

AFIC - No. 9215 of 0.50 shares for the Chipman Family Trust

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 _____ ("**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. 13:050:0172, 13:050:0240, 13:050:0149, ("**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

2. **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

_____, Attest: _____

Bradley J. Frost, Mayor

Terilyn Lurker, City Recorder

STATE OF UTAH)
:ss
COUNTY OF _____)

On the ____ day of _____, 20____, personally appeared before me Bradley J. Frost and Terilyn Lurker, known to me to be the Mayor and City Recorder, respectively, of American Fork City, who acknowledged to me that they executed the within Water 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]

Corp of Pres Bishop Church of Jesus Christ of LDS

By

Title

STATE OF UTAH)
:ss
COUNTY OF _____)

On the ____ day of _____, 20____, _____ personally appeared before me and

duly acknowledged that he/she executed this Water Delay Agreement for the purposes stated therein.

NOTARY PUBLIC

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

Please reference assignment of water shares: AFIC - No. 9763 for the Corp of Pres Bishop Church of Jesus Christ of LDS



Development Review Committee Staff Report
Meeting Date: February 5, 2025

Agenda Topic

Review and recommendation on a proposed zone for an annexation, known as Chipman and Stake Center Annexation, located at approximately 100 W 700 S, American Fork City. On approximately 24 acres, the property will be annexed into American Fork City and be given the Planned Residential (PR-3.0) zoning designation.

BACKGROUND INFORMATION		
Location:		100 W 700 S
Project Type:		Annexation Agreement
Applicants:		Devin Chipman; Mike Davey
Existing Land Use:		Residential Low Density
Proposed Land Use:		N/A
Surrounding Land Use:	North	Residential Low Density
	South	Residential Low Density
	East	Residential Low Density
	West	Residential Low Density
Existing Zoning:		Unincorporated Territory
Proposed Zoning:		PR-3.0
Surrounding Zoning:	North	R2-7500
	South	Unincorporated Territory
	East	Unincorporated Territory
	West	R1-1200, R1-9000, RA-1, PR-3.0

Background

The applicant has applied for annexation within American Fork City. The project area looks to have the PR-3.0 zoning designation assigned to the land, which would be for Planned Residential Projects. The annexation area is proposing to be developed into the Chipman Estates subdivision.

Development Review Committee Staff Report
Meeting Date: February 5, 2025



Section 17.20.050 of the American Fork Municipal Code outlines the following procedures for Annexation Applications

- A. The sponsor must schedule a pre-application meeting with the American Fork City Planning Staff for review of the annexation request and an opinion as to whether or not the area proposed for annexation will create an unincorporated island or peninsula. If it is in the opinion of staff that the proposed annexation does not create an unincorporated island or peninsula, the sponsor will be advised to proceed with their application as an annexation by petition. If the Planning Staff determines that, in their opinion, the proposed annexation creates an unincorporated island or peninsula, the sponsor will be so advised and informed of alternative procedures to request annexation by resolution, if applicable.
- B. A complete application for annexation shall be filed with the City Recorder
- C. The Planning Department will schedule the annexation request on the next available Technical Review agenda.
- D. City staff will review the application and prepare an annexation report for the Planning Commission and City Council. The report shall identify:
 1. Potential demand for City facilities and services;
 2. The identification of the distance from existing city utility lines to the boundary of the annexing property;
 3. Timetable for extending city provided utility lines and services to the area and how these services will be financed, if applicable
- E. The City Council may decide to either accept the annexation application for further review or deny the application. Denial of an application for annexation will have the effect of ending any further review of the proposed annexation. In order to have the land annexed into American Fork City, the applicant will need to resubmit the proposed annexation as a new application and satisfy each of the requirements of this Chapter including the payment of all review fees.
- F. If the annexation request is accepted for further review, proper notice shall be given in accordance with the annexation requirements contained in the Utah State Code.
- G. A public hearing (10-day notice) will be scheduled with the Planning Commission for review and recommendation of the proposed zoning designation for the annexation.
- H. Following the Planning Commission's review and recommendation on zoning and after all required notice has been met, a public hearing will be scheduled with the City Council for final approval of the annexation, including zoning designation.
- I. An annexation agreement must be signed and applicable requirements met, including any water dedication requirements, prior to annexation plat recording and ordinance publication.



Development Review Committee Staff Report
Meeting Date: February 5, 2025

- J. In order to provide accurate and current address information for EMS, fire, law enforcement, and utility services, any existing homes included in the annexation shall be assigned an American Fork City address. The new address will become effective at the time the annexation plat is recorded.

Staff Findings

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

1. Potential demand for City facilities and services:

- a. The applicant requires connections to sewer, water, and pressurized irrigation. The master plans project the following for the proposed annexation areas, 112.08 ERC for culinary water, 12.03 acres for pressurized irrigation, and 112.08 ERU for sanitary sewer. The applicant will also require storm drain management for the proposed annexation areas. The annexation area is adjacent to 100 West Street, which is identified on the transportation master plan as a minor collector. A portion of 700 South, which is identified on the transportation master plan as a minor collector, traverses the annexation area. The Trails Master Plan identifies a trail to be constructed along the American Fork River.

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

- a. The American Fork Land Use Plan, as identified in the General Plan, highlights the use of this parcel as a Residential Low-Density designation. The Land Use designation informs the zoning that will be allocated to the property. The American Fork Bike and Pedestrian Plan will also show the property having a Shared-Use Path/Regional Trail associated with development. The Shared-Use Path/Regional Trail will need to be a minimum of 14' in width and follow along the American Fork City River.

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

- a. The annexation area is adjacent to 100 West Street, which contains a 12-inch ductile iron water line, 6-inch PVC pressurized irrigation line, and an 8-inch sanitary sewer.

Development Review Committee Staff Report
Meeting Date: February 5, 2025



The nearest storm drain main line is located on the west side of 100 West Street at 700 South.

4. Zoning required or recommended:

- a. Staff recommends zoning as PR-3.0; Planned Residential Zoning

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

- a. Schools:
 - i. American Fork High School: ~ 3.1 Miles
 - ii. American Fork Junior High: ~ 3.6 Miles
 - iii. Greenwood Elementary: ~ 1.6 Miles
- b. Parks:
 - i. Boat Harbor: ~ 1.6 Miles
 - ii. Monarch: ~ 0.9 Miles
 - iii. Greenwood: ~ 1.4 Miles
 - iv. Rotary: ~ 1.3 Miles
- c. Planned Shopping Centers (SC-1 Zones):
 - i. Eastern SC-1 Zone: ~ 2.5 Miles
 - ii. Western SC-1 Zone: ~ 2.6 Miles

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

- a. Water, sewer, and pressurized irrigation exist within 100 West Street. Storm drain is located further south on the west side of 100 West Street at 700 South. When the parcel is developed, the necessary mainlines and utilities across the frontage and within the development will be required as a cost of the developer. Upsized utility sizes will have the upsized portion reimbursed by the city to the developer at time of development.

Development Review Committee Staff Report
Meeting Date: February 5, 2025



Project Conditions of Approval

1. Annexation agreement for Chipman and Stake Center Annexation approval, subject to the condition of all relevant and required exhibits and attachments to be provided to City staff prior to moving forward to City Council.

Findings of Fact

1. The Annexation Agreement MEETS the requirements of Section 17.20

Project Map



Standards Conditions of Approval



Development Review Committee Staff Report
Meeting Date: February 5, 2025

APPLICANT is responsible and shall submit/post/obtain all necessary documentation and evidence to comply with these Standard Conditions of Approval prior to any platting, permitting, or any other form of authorization by the City including plat recording or other property conveyance to the City and prior to scheduling a pre-construction meeting. All recording shall take place at the Utah County Recorder's Office.

1. **Title Report:** Submit an updated Title Report not older than 30 days or other type of appropriate verification that shows all dedications to the City are free and clear of encumbrances, taxes, or other assessments.
2. **Property Taxes and Liens:** Submit evidence that all the property taxes, for the current and/or previous years, liens, and agricultural land use roll over fees have been paid in full.
3. **Water Rights:** Submit evidence that all the required water rights have been conveyed to American Fork City.
4. **Performance Guarantee:** Post a performance guarantee for all required public and essential common improvements.
5. **Easements and Agreements:** Submit/record a long-term Storm Water Pollution Prevention Maintenance Agreement signed and dated by the property owner and any required easement documentation.
6. **Land Disturbance Permit:** Obtain a Land Disturbance Permit.
7. **Compliance with the Plan Review Comments:** All plans and documents shall comply with all the Technical Review Committee comments and the City Engineer's final review.
8. **Commercial Structure:** Record an Owner Acknowledgment and Utility Liability Indemnification if the proposed building is a multi-unit commercial structure served by a single utility service.
9. **Sensitive Lands:** Record all applicable documents required for compliance with the City's Sensitive Lands Ordinance.
10. **Utility Notification Form:** Submit a Subdivision Utility Notification Form.
11. **Professional Verification:** Submit final stamped construction documentation by all appropriate professionals.
12. **Fees:** Payment of all development, inspection, recording, streetlight, and other project related fees.
13. **Mylar:** Submit a Mylar. All plats will receive final verification of all formats, notes, conveyances, and other items contained on the plat by City staff (recorder, legal, engineer, GIS, planning).

Staff Recommendation



Development Review Committee Staff Report
Meeting Date: February 5, 2025

The Annexation Agreement MEETS the requirements of Section 17.20. Staff recommends APPROVING the application.

Potential Motions

Approval

Madame Chair, I move to recommend approval for the proposed Annexation Agreement, located at approximately 100 West 700 South, American Fork City, UT 84003, subject to any conditions found in the staff report.

Denial

Madame Chair, I move to recommend denial for the proposed Annexation Agreement, located at approximately 100 West 700 South, American Fork City, UT 84003.

Table

Madame Chair, I move to table action for the proposed Annexation Agreement, located at approximately 100 West 700 South, American Fork City, UT 84003, and instruct staff/developer to.....

UNAPPROVED MINUTES

02.05.2025

Bruce Frandsen motioned to approve the Common Consent agenda.

Harold Dudley seconded the motion.

Voting was as follows:

Chris Christiansen	AYE
Rodney Martin	AYE
Christine Anderson	AYE
Bruce Frandsen	AYE
David Bird	AYE
Harold Dudley	AYE

The motion passed

ACTION ITEMS

- a. Review and recommendation on a proposed zone for an annexation, known as Chipman and Stake Center Annexation, located at approximately 100 W 700 S, American Fork City. On approximately 24 acres, the property will be annexed into American Fork City and be given the Planned Residential (PR-3.0) zoning designation.**

Cody Opperman reviewed the background information for Action Item letter a: The applicant has applied for annexation within American Fork City. The project area looks to have the PR-3.0 zoning designation assigned to the land, which would be for Planned Residential Projects. The annexation area is proposing to be developed into the Chipman Estates subdivision. This is going to be a stakeholder's annexation as the church and American Fork City also have property that is involved. Bruce Frandsen asked to see which part of this annexation is city property, and Cody Opperman showed the map and explained that it is basically the roadway for 700 South.

UNAPPROVED MINUTES

02.05.2025

Geoff Dupaix moved to recommend approval for the proposed Annexation Agreement, located at approximately 100 West 700 South, American Fork City, UT 84003, subject to any conditions found in the staff report.

David Bird seconded the motion.

Voting was as follows:

Chris Christiansen	AYE
Rodney Martin	AYE
Christine Anderson	AYE
Bruce Frandsen	AYE
David Bird	AYE
Harold Dudley	AYE
Geoff Dupaix	AYE

The motion passed

Other Business

The commissioners discussed some possibilities for the required training this year and requested that staff consider having multiple meetings to go over the code re-write as it would be difficult to go over the entire code in only one or two meetings.

Adjournment

Geoff Dupaix motioned to adjourn the meeting.

Rodney Martin seconded the motion.

Meeting adjourned at 6:18PM