



AMERICAN FORK CITY COUNCIL  
AUGUST 12, 2025  
CITY COUNCIL AGENDA

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*\*Notice of Electronic Meeting\**

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

The American Fork City Council will meet in a regular session on Tuesday, August 12, 2025, in the American Fork City Hall, 31 North Church Street, commencing at 7:00 p.m. The agenda shall be as follows:

REGULAR SESSION

1. Pledge of Allegiance; Invocation by Council Member Holley; roll call.
2. Presentation of the HERO Award to American Fork City Lifeguards Spencer Gygi, Layden Hornsby, Marie Hoyal, and Gabi Lindsay.
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 June 17, 2025, work session minutes.
2. Approval of the June 24, 2025, city council minutes.
3. Approval of the July 8, 2025, city council minutes.
4. Approval of the authorization to release the Improvements Durability Retainer of \$656,923.47 for Meadowbrook 1A, located at 560 South 850 West.
5. Approval of the authorization to release the Improvements Durability Retainer of \$1,796,753.70 for Meadowbrook 1B, located at 560 South 850 West.
6. Approval of the authorization to release the Improvements Construction Guarantee and issue a Notice of Acceptance for the Stonecreek Plat K construction of public improvements located at 850 South 370 West.
7. Approval of the authorization to release the Improvements Construction Guarantee and issue a Notice of Acceptance for the Stonecreek Plat J construction of public improvements located at 850 South 370 West.
8. Ratification of city payments (June 18, 2025, to August 5, 2025) and approval of purchase requests over \$50,000.

## ACTION ITEMS

1. Review and action on a professional services agreement with Architectural Coalition, LLC, for architectural drawings for the police station tenant improvements.
2. Review and action on approval of an agreement with Wonderland Entertainment Inc.
3. Review and action on a resolution approving a Land Use Map Amendment, known as Meadow View Ranch (App #2), located at approximately 7058 N 5750 W (800 South 100 East). On approximately 25.37 acres, the property proposes to change from the Residential Low Density to the Residential Medium Density land use designation.
4. Review and action on an ordinance approving a code text amendment, known as Off-Street Parking Standards, of the American Fork City Municipal Code. Amending Section 17.5.133, the code text amendment plans to clarify the requirements for the surfacing of off-street parking by requiring a hard surface as recommended by a geotechnical engineer.
5. Review and action on the award of the contract for the Fiscal Year 2026 Road Overlay Project to Asphalt Construction & Excavation Company.
6. Review and action on a resolution approving an Interlocal Cooperation Agreement with Lehi City related to the Pony Express Parkway Extension.
7. Consideration and action to enter into a closed session to discuss items described in Utah State Code 52-4-204 and 52-4-205.
8. Adjournment.

Dated this 8th day of August, 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  
AUGUST 12, 2025**

Department Public Works

Director Approval Sam Kelly

**AGENDA ITEM** Consideration regarding authorization to release the Improvements Durability Retainer of \$656,923.47 for Meadowbrook 1A, located at 560 South 850 West.

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

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

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

**SUGGESTED MOTION** Move to authorize the City Engineer to issue documents and/or payments to release the Improvements Durability Retainer of \$656,923.47 for Meadowbrook 1A. Find that the quality of construction and materials have endured without evidence of unusual depreciation, wear, non-conformance of City standards, or need for remedial action.

**SUPPORTING DOCUMENTS**

Meadowbrook 1A warranty bond release for CC 8-12-25 (PDF)



## IMPROVEMENT WARRANTY RELEASE AUTHORIZATION

The City Council of American Fork City, a Municipal Corporation and Body Politic in the State of Utah, hereby authorizes the release of the Improvement Warranty for MEADOWBROOK 1A pursuant to the terms of Section 17.9.100 and 17.9.403 of the City Development Code, and pursuant to the recommendation of staff and the receipt of reports, documents, and other correspondence. The City Council finds that the quality of construction and materials have endured without evidence of unusual depreciation, wear, non-conformance to City standards, or need for remedial action.

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

Amount Released: \$656,923.47

PASSED THIS 12 DAY OF AUGUST 2025

City Representative, American Fork City

ATTEST:

Terilyn Lurker, City Recorder

Attachment: Meadowbrook 1A warranty bond release for CC 8-12-25 (Durability Release)



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

☒ Improvement Warranty Release  
(10% Durability Release) \_\_\_\_\_

Packet Pg. 5

Name of Development: MEADOWBROOK TOD PHASE 1A - BLOCK 1

**BOND AMOUNT**

Description of Item		Quantity	Unit	Unit Price	Total	Reimburseable			
						Quantity	Unit	Unit Price	Total
SITE & SWPPP									
	Clear and Grub ROW	995	CY	\$4.00	\$3,980.00				
	Fill to Subgrade ROW	2644	CY	\$27.00	\$71,388.00				
	ubgrade Prep Site	47585	SF	\$0.17	\$8,089.45				
	PPP	1	LS	\$10,000.00	\$10,000.00				
ER									
	Existing Sewer	1	Each	\$2,500.00	\$2,500.00				
	ewer Line	395	LF	\$50.00	\$19,750.00				
	Manhole Precast	2	Each	\$6,100.00	\$12,200.00				
	anhole Precast	4	Each	\$5,500.00	\$22,000.00				
	Lateral	14	Each	\$1,600.00	\$22,400.00				
		1	Each	\$1,700.00	\$1,700.00				
	port	995	CY	\$24.00	\$23,880.00				
R									
	Water Stub	1	Each	\$2,500.00	\$2,500.00				
	r (includes valves)	1	Each	\$9,500.00	\$9,500.00				
		266	LF	\$65.00	\$17,290.00				
		1	Each	\$2,800.00	\$2,800.00				
		4	Each	\$1,400.00	\$5,600.00				
		1	Each	\$2,400.00	\$2,400.00				
		1	Each	\$10,500.00	\$10,500.00				
		2	Each	\$1,900.00	\$3,800.00				
		7	Each	\$3,500.00	\$24,500.00				
		1	LS	\$900.00	\$900.00				
		185	CY	\$24.00	\$4,440.00				
		1	Each	\$2,500.00	\$2,500.00				
		1	Each	\$7,500.00	\$7,500.00				
		295	LF	\$59.00	\$17,405.00				
		1	Each	\$2,800.00	\$2,800.00				
		2	Each	\$1,400.00	\$2,800.00				
		1	Each	\$11,200.00	\$11,200.00				
		1	LS	\$750.00	\$750.00				
		1	LS	\$9,500.00	\$9,500.00				
		2	Each	\$2,500.00	\$5,000.00				
		53	LF	\$60.00	\$3,180.00				
		450	LF	\$75.00	\$33,750.00				
		4	Each	\$5,000.00	\$20,000.00				
		1	Each	\$5,400.00	\$5,400.00				
		3	Each	\$3,050.00	\$9,150.00				
		1	Each	\$9,500.00	\$9,500.00				
		1	LS	\$1,500.00	\$1,500.00				
		120	CY	\$24.00	\$2,880.00				
		670	LF	\$24.00	\$16,080.00				
		640	LF	\$24.00	\$15,360.00				
		55	SF	\$7.30	\$23,031.50	130	SF	\$7.30	\$949.00
			Each	\$2,000.00	\$4,000.00				
			SF	\$15.00	\$9,225.00				
			Each	\$550.00	\$3,300.00				
			SF	\$1.35	\$22,437.00	1176	SF	\$1.35	\$1,587.60
			F	\$1.12	\$29,388.80	1176	SF	\$1.12	\$1,317.12
				\$2.04	\$29,804.40	1176	SF	\$2.04	\$2,399.04
				\$1.72	\$13,244.00				
				\$2,500.00	\$2,500.00				
				\$1,000.00	\$1,000.00				
				\$450.00	\$900.00				

\$6,252.76

10% Durability - retained at ICG relea

ICG Amount **\$656,923.47**

## SUBDIVISION BOND

Bond No.: 800140700Principal Amount: \$656,923.47

KNOW ALL MEN BY THESE PRESENTS, that we  
Woodside Homes of Utah, LLC  
460 West 50 North, Suite 300, Salt Lake, UT 84101  
 as Principal, and  
Atlantic Specialty Insurance Company  
605 Highway 169 North, Suite 800, Plymouth, MN 55441 a NY  
 Corporation, as Surety, are held and firmly bound unto  
American Fork City  
227 E. 200 N, American Fork, UT 84003  
 as Oblige, in the penal sum of  
Six Hundred Fifty Six Thousand Nine Hundred Twenty Three Dollars and 47/100  
(Dollars) (\$ 656,923.47), lawful money of the  
 United States of America, for the payment of which well and truly to be made, we bind ourselves,  
 our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these  
 presents.

WHEREAS, Woodside Homes of Utah, LLC has agreed to construct in MEADOWBROOK TOD  
PHASE 1A BLOCK 1 Subdivision, in American Fork, UT the following  
 improvements:

MEADOWBROOK TOD PHASE 1A - BLOCK 1 - Site & SWPPP, Sewer, Culinary Water,  
Pressurized Irrigation, Storm Drainage, Streets/Hardscapes, Construction Management

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said  
 Principal shall construct, or have constructed, the improvements herein described, and shall save the  
 Oblige harmless from any loss, cost or damage by reason of its failure to complete said work, then  
 this obligation shall be null and void, otherwise to remain in full force and effect, and the Surety,  
 upon receipt of a resolution of the Oblige indicating that the improvements have not been installed  
 or completed, will complete the improvements or pay to the Oblige such amount up to the  
 Principal amount of this bond which will allow the Oblige to complete the improvements.

Upon approval by the Oblige, this instrument may be proportionately reduced as the public  
 improvements are completed.

Signed, sealed and dated, this 7th day of November, 2022

Woodside Homes of Utah, LLC  
 Principal

By: \_\_\_\_\_

Atlantic Specialty Insurance Company

Surety

By: James Moore

Attorney-in-Fact



Attachment: Meadowbrook 1A warranty bond release for CC 8-12-25 (Durability Release)



## Power of Attorney

Surety Bond No: 800140700

Principal: Woodside Homes of Utah, LLC

Obligee: American Fork City

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: James Moore, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: sixty million dollars (\$60,000,000) and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this fifth day of March, 2020.

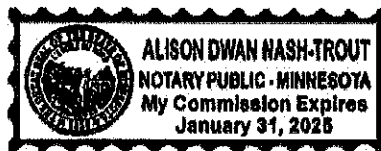
STATE OF MINNESOTA  
HENNEPIN COUNTY



By

Paul J. Brehm  
Paul J. Brehm, Senior Vice President

On this fifth day of March, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Alison Nash-Trout  
Notary Public

I, the undersigned, Assistant Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 7th day of November, 2022



Christopher V. Jerry  
Christopher V. Jerry, Secretary

Attachment: Meadowbrook 1A warranty bond release for CC 8-12-25 (Durability Release)

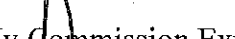
State of Illinois }  
County of DuPage } ss.

On November 7, 2022, before me, Tariese M. Pisciotto, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared James Moore known to me to be Attorney-in-Fact of Atlantic Specialty Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

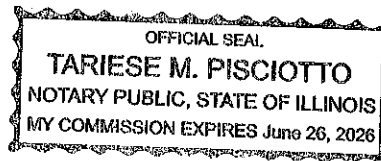
My Commission Expires June 26, 2026

My Commission Expires June 26, 2026

  
Tariese M. Pisciotto, Notary Public

Tariese M. Pisciotto, Notary Public

Commission No. 560807





Name of Development: MEADOWBROOK TOD PHASE 1A - BLOCK 1

7/8/2022

**BOND AMOUNT**

Description of Item	Quantity	Unit	Unit Price	Total	Quantity	Unit	Unit Price	Total
SITE & SWPPP								
Clear and Grub ROW	995	CY	\$4.00	\$3,980.00				
Fill to Subgrade ROW	2644	CY	\$27.00	\$71,388.00				
Subgrade Prep Site	47585	SF	\$0.17	\$8,089.45				
SWPPP	1	LS	\$10,000.00	\$10,000.00				
SEWER								
Tie into Existing Sewer	1	Each	\$2,500.00	\$2,500.00				
8" PVC Sewer Line	395	LF	\$50.00	\$19,750.00				
60" Sewer Manhole Precast	2	Each	\$6,100.00	\$12,200.00				
48" Sewer Manhole Precast	4	Each	\$5,500.00	\$22,000.00				
4" PVC Sewer Lateral	14	Each	\$1,600.00	\$22,400.00				
Sewer Testing	1	Each	\$1,700.00	\$1,700.00				
Sewer Trench Import	995	CY	\$24.00	\$23,880.00				
CULINARY WATER								
Connect to Existing Water Stub	1	Each	\$2,500.00	\$2,500.00				
Hot Tap Existing Water (includes valves)	1	Each	\$9,500.00	\$9,500.00				
8" Culinary Water	266	LF	\$65.00	\$17,290.00				
8" Gate Valve	1	Each	\$2,800.00	\$2,800.00				
8" Water MJ Fittings	4	Each	\$1,400.00	\$5,600.00				
2" Blowoff	1	Each	\$2,400.00	\$2,400.00				
Fire Hydrant Assembly	1	Each	\$10,500.00	\$10,500.00				
1" Water Service Lateral	2	Each	\$1,900.00	\$3,800.00				
DUAL 1" Water Service Lateral	7	Each	\$3,500.00	\$24,500.00				
Water Testing	1	LS	\$900.00	\$900.00				
Water Trench Import	185	CY	\$24.00	\$4,440.00				
PRESSURIZED IRRIGATION								
Connect to Existing PI Stub	1	Each	\$2,500.00	\$2,500.00				
Hot Tap Existing PI (Includes Valves)	1	Each	\$7,500.00	\$7,500.00				
8" PVC Pipe	295	LF	\$59.00	\$17,405.00				
8" Gate Valve	1	Each	\$2,800.00	\$2,800.00				
8" Fittings	2	Each	\$1,400.00	\$2,800.00				
2" Irrigation Service	1	Each	\$11,200.00	\$11,200.00				
PI Testing	1	LS	\$750.00	\$750.00				
STORM DRAINAGE								
Traffic Control and Asphalt Removal	1	LS	\$9,500.00	\$9,500.00				
Tie into Existing Storm Drain	2	Each	\$2,500.00	\$5,000.00				
15" RCP Storm Drain	53	LF	\$60.00	\$3,180.00				
18" RCP Storm Drain	450	LF	\$75.00	\$33,750.00				
Storm Drain Manhole	4	Each	\$5,000.00	\$20,000.00				
Double Curb Inlet Box	1	Each	\$5,400.00	\$5,400.00				
Curb Inlet 2' x 3' x 4'	3	Each	\$3,050.00	\$9,150.00				
Storm Drain Combo	1	Each	\$9,500.00	\$9,500.00				
Storm Drain Testing	1	LS	\$1,500.00	\$1,500.00				
Storm Drain Trench Import	120	CY	\$24.00	\$2,880.00				
STREETS / HARDSCAPES								
24" Curb & Gutter	670	LF	\$24.00	\$16,080.00				
24" Modified Curb	640	LF	\$24.00	\$15,360.00				
Concrete Sidewalk	3155	SF	\$7.30	\$23,031.50	130	SF	\$7.30	\$949.00
ADA Ramps	2	Each	\$2,000.00	\$4,000.00				
Concrete Approaches	615	SF	\$15.00	\$9,225.00				
Catch Basin Tie-In	6	Each	\$550.00	\$3,300.00				
Import and Place 14" Subgrade	16620	SF	\$1.35	\$22,437.00	1176	SF	\$1.35	\$1,587.60
Import and Place 9" Road Base	26240	SF	\$1.12	\$29,388.80	1176	SF	\$1.12	\$1,317.12
4" Asphalt	14610	SF	\$2.04	\$29,804.40	1176	SF	\$2.04	\$2,399.04
3" Asphalt	7700	SF	\$1.72	\$13,244.00				
Signage	1	LS	\$2,500.00	\$2,500.00				
CONSTRUCTION MANAGEMENT								
As-Builts	1	Each	\$1,000.00	\$1,000.00				
Subdivision Monuments	2	Each	\$450.00	\$900.00				

\$597,203.15

\$6,252.76

10% Durability - retained at ICG release

\$59,720.32

ICG Amount \$656,923.47



**REQUEST FOR COUNCIL ACTION  
CITY OF AMERICAN FORK  
AUGUST 12, 2025**

Department Public Works

Director Approval Sam Kelly

**AGENDA ITEM** Consideration regarding authorization to release the Improvements Durability Retainer of \$1,796,753.70 for Meadowbrook 1B, located at 560 South 850 West.

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

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

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**SUGGESTED MOTION** Move to authorize the City Engineer to issue documents and/or payments to release the Improvements Durability Retainer of \$1,796,753.70 for Meadowbrook 1B. Find that the quality of construction and materials have endured without evidence of unusual depreciation, wear, non-conformance of City standards, or need for remedial action.

**SUPPORTING DOCUMENTS**

Meadowbrook 1B warranty bond release for CC 8-12-25 (PDF)



## IMPROVEMENT WARRANTY RELEASE AUTHORIZATION

The City Council of American Fork City, a Municipal Corporation and Body Politic in the State of Utah, hereby authorizes the release of the Improvement Warranty for MEADOWBROOK 1B pursuant to the terms of Section 17.9.100 and 17.9.403 of the City Development Code, and pursuant to the recommendation of staff and the receipt of reports, documents, and other correspondence. The City Council finds that the quality of construction and materials have endured without evidence of unusual depreciation, wear, non-conformance to City standards, or need for remedial action.

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

Amount Released: \$1,796,753.70

PASSED THIS 12 DAY OF AUGUST 2025

City Representative, American Fork City

ATTEST:

Terilyn Lurker, City Recorder

Attachment: Meadowbrook 1B warranty bond release for CC 8-12-25 (Durability Release)



Development Name: Meadowbrook 1B

Development Address: 560 S 850 W

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

☐ Partial Improvement  
Assurance Release

☐ Final Improvement Assurance Release

☒ Improvement Warranty Release  
(10% Durability Release)

					Inspector Use Only Complete?
Description of Item	Quantity	Units	Unit Price	Total	Yes/No
Development Bond for 1B	1			1796753.7	
			<b>Total</b>	1796753.7	

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

Please send check/bank letter to:

Name: James Clark C/O Woodside Homes

Bank (if applicable): \_\_\_\_\_

Address: 460 W 50 S STE 300

City: SLC State: Utah Zip: 84101

Phone: [REDACTED] Email: [James.clark@woodsidehomes.com](mailto:James.clark@woodsidehomes.com)

Signature: James Clark Date: 6/9/2025

City Official Use Only

☒ Fees paid and current

Administrative Signature: 

Date: 7-14-25

Inspector Signature: \_\_\_\_\_

Date: 0/9/20

**Attachment: Meadowbrook 1B warranty bond release for CC 8-12-25 (Durability Release)**

Name of Development: MEADOWBROOK TOD PHASE 1B - BLOCK 5

# BOND AMOUNT

	Comments	Description of Item	Quantity	Unit	Unit Price	Total	Reimbursable			
							Quantity	Unit	Unit Price	Total
SITE & SWPPP										
		Clear and Grub ROW	3385	CY	\$4.00	\$13,540.00				\$13,540.00
		Fill to Subgrade ROW	1520	CY	\$6.00	\$9,120.00				\$9,120.00
		Subgrade Prep Site	70000	SF	\$0.17	\$11,900.00				\$11,900.00
		SWPPP	1	LS	\$13,000.00	\$13,000.00				\$13,000.00
SEWER										
		Landscape Repair	1	Each	\$22,000.00	\$22,000.00				\$22,000.00
		8" PVC Sewer Line	1215	LF	\$50.00	\$60,750.00				\$60,750.00
	et deep	60" Sewer Manhole Precast	4	Each	\$6,100.00	\$24,400.00				\$24,400.00
	deep	48" Sewer Manhole Precast	6	Each	\$5,500.00	\$33,000.00				\$33,000.00
		4" PVC Sewer Lateral	46	Each	\$1,600.00	\$73,600.00				\$73,600.00
		Sewer Testing	1	Each	\$4,000.00	\$4,000.00				\$4,000.00
		Sewer Trench Import	3155	CY	\$24.00	\$75,720.00				\$75,720.00
CULINARY WATER										
		Connect to Existing Water Stub	2	Each	\$4,500.00	\$9,000.00				\$9,000.00
		8" Culinary Water	1675	LF	\$61.00	\$102,175.00				\$102,175.00
		8" Gate Valve	11	Each	\$2,950.00	\$32,450.00				\$32,450.00
		8" Water MJ Fittings	17	Each	\$1,400.00	\$23,800.00				\$23,800.00
		12" Culinary Water	310	LF	\$100.00	\$31,000.00				\$31,000.00
		12" Gate Valve	2	Each	\$3,800.00	\$7,600.00				\$7,600.00
		12" Gate Fittings	1	Each	\$1,600.00	\$1,600.00				\$1,600.00
		2" Blowoff	4	Each	\$2,500.00	\$10,000.00				\$10,000.00
		Fire Hydrant Assembly	6	Each	\$10,500.00	\$63,000.00				\$63,000.00
		1" Water Service Lateral	5	Each	\$1,900.00	\$9,500.00				\$9,500.00
		DUAL 1" Water Service Lateral	27	Each	\$3,500.00	\$94,500.00				\$94,500.00
		Water Testing	1	LS	\$4,000.00	\$4,000.00				\$4,000.00
		Water Trench Import	905	CY	\$24.00	\$21,720.00				\$21,720.00
PRESSURIZED IRRIGATION										
		Connect to Existing PI Stub	2	Each	\$4,500.00	\$9,000.00				\$9,000.00
		8" PVC Pipe	1290	LF	\$55.00	\$70,950.00				\$70,950.00
		8" Gate Valve	7	Each	\$2,950.00	\$20,650.00				\$20,650.00
		8" Fittings	9	Each	\$1,400.00	\$12,600.00				\$12,600.00
		2" Blowoff	3	Each	\$2,500.00	\$7,500.00				\$7,500.00
		2" Irrigation Service	2	Each	\$11,000.00	\$22,000.00				\$22,000.00
		PI Testing	1	LS	\$1,400.00	\$1,400.00				\$1,400.00
STORM DRAINAGE										
		Tie into Existing Storm Drain	1	Each	\$2,500.00	\$2,500.00				\$2,500.00
		18" RCP Storm Drain	510	LF	\$72.00	\$36,720.00				\$36,720.00
		30" RCP Storm Drain	1155	LF	\$142.00	\$164,010.00				\$164,010.00
		Storm Drain Manhole	15	Each	\$5,100.00	\$76,500.00				\$76,500.00
		Double Curb Inlet Box	1	Each	\$6,600.00	\$6,600.00				\$6,600.00
		Curb Inlet 2' x 3' x 4'	10	Each	\$3,200.00	\$32,000.00				\$32,000.00
		Storm Drain Testing	1	LS	\$5,500.00	\$5,500.00				\$5,500.00
		Storm Drain Trench Import	380	CY	\$24.00	\$9,120.00				\$9,120.00
STREETS / HARDSCAPES										
		24" Curb & Gutter	2010	LF	\$24.00	\$48,240.00				\$48,240.00
		24" Modified Curb	1605	LF	\$24.00	\$38,520.00				\$38,520.00
		Concrete Sidewalk	11040	SF	\$7.30	\$80,592.00				\$80,592.00
		ADA Ramps	4	Each	\$2,000.00	\$8,000.00				\$8,000.00
		Concrete Approaches	1240	SF	\$15.00	\$18,600.00				\$18,600.00
		Catch Basin Tie-In	12	Each	\$550.00	\$6,600.00				\$6,600.00
		Import and Place 14" Subgrade	10915	SF	\$1.35	\$14,735.25				\$14,735.25
		Import and Place 9" Road Base	70720	SF	\$1.12	\$79,206.40				\$79,206.40
		4" Asphalt	9715	SF	\$2.04	\$19,818.60				\$19,818.60
		3" Asphalt	50160	SF	\$1.72	\$86,275.20				\$86,275.20
		Signage	1	LS	\$2,500.00	\$2,500.00				\$2,500.00
CONSTRUCTION MANAGEMENT										
		As-Builts	1	Each	\$1,000.00	\$1,000.00				\$1,000.00
		Subdivision Monuments	2	Each	\$450.00	\$900.00				\$900.00

\$1,633,412.45

10% Durability - retained at ICG relea

ICG Amount **\$1,796,753.70**

Attachment: Meadowbrook 1B warranty bond release for CC 8-12-25 (Durability Release)

## SUBDIVISION BOND

Bond No.: 800140699Principal Amount: \$1,796,753.70

KNOW ALL MEN BY THESE PRESENTS, that we  
Woodside Homes of Utah, LLC  
460 West 50 North, Suite 300, Salt Lake, UT 84101  
 as Principal, and  
Atlantic Specialty Insurance Company  
605 Highway 169 North, Suite 800, Plymouth, MN 55441 a NY  
 Corporation, as Surety, are held and firmly bound unto  
American Fork City,  
227 E. 200 N. American Fork, UT 84003  
 as Oblige, in the penal sum of  
One Million Seven Hundred Ninety Six Thousand Seven Hundred Fifty Three  
Dollars and 70/100 (Dollars) (\$ 1,796,753.70 ), lawful money of the  
 United States of America, for the payment of which well and truly to be made, we bind ourselves,  
 our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these  
 presents.

WHEREAS, Woodside Homes of Utah, LLC has agreed to construct in MEADOWBROOK TOD  
PHASE 1B BLOCK 5 Subdivision, in American Fork, UT the following  
 improvements:

MEADOWBROOK TOD PHASE 1B - BLOCK 5 - Site & SWPPP, Sewer, Culinary Water,  
Pressurized Irrigation, Storm Drainage, Streets/Hardscapes, Construction Management

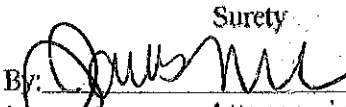
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said  
 Principal shall construct, or have constructed, the improvements herein described, and shall save the  
 Oblige harmless from any loss, cost or damage by reason of its failure to complete said work, then  
 this obligation shall be null and void, otherwise to remain in full force and effect, and the Surety,  
 upon receipt of a resolution of the Oblige indicating that the improvements have not been installed  
 or completed, will complete the improvements or pay to the Oblige such amount up to the  
 Principal amount of this bond which will allow the Oblige to complete the improvements.

Upon approval by the Oblige, this instrument may be proportionately reduced as the public  
 improvements are completed.

Signed, sealed and dated, this 7th day of November, 2022

Woodside Homes of Utah, LLC  
 Principal

By: \_\_\_\_\_

Atlantic Specialty Insurance Company  
 Surety  
 By:   
 James Moore Attorney-in-Fact



Attachment: Meadowbrook 1B warranty bond release for CC 8-12-25 (Durability Release)



## Power of Attorney

Surety Bond No: 800140699

Principal: Woodside Homes of Utah, LLC  
Obligee: American Fork City

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: James Moore, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: sixty million dollars (\$60,000,000) and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this fifth day of March, 2020.

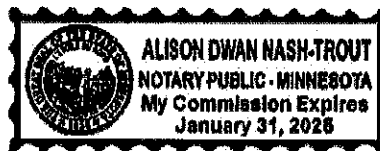
STATE OF MINNESOTA  
HENNEPIN COUNTY



By

Paul J. Brehm  
Paul J. Brehm, Senior Vice President

On this fifth day of March, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Alison Nash-Trout  
Notary Public

I, the undersigned, Assistant Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed, Dated 7th day of November, 2022.



Christopher V. Jerry  
Christopher V. Jerry, Secretary

Attachment: Meadowbrook 1B warranty bond release for CC 8-12-25 (Durability Release)

State of Illinois}

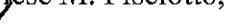
$$\} \text{ SS.}$$

County of DuPage }

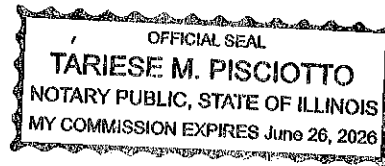
On November 7, 2022, before me, Tariese M. Pisciotto, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared James Moore known to me to be Attorney-in-Fact of Atlantic Specialty Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires June 26, 2026

My Commission Expires June 26, 2026  
  
 Tariese M. Pisciotto, Notary Public

Commission No. 560807





Name of Development: MEADOWBROOK TOD PHASE 1B - BLOCK 5

7/8/2022

**BOND AMOUNT**

	Comments	Description of Item	Quantity	Unit	Unit Price	Total	Quantity	Unit	Unit Price	Total
SITE & SWPPP										
		Clear and Grub ROW	3385	CY	\$4.00	\$13,540.00				
		Fill to Subgrade ROW	1520	CY	\$6.00	\$9,120.00				
		Subgrade Prep Site	70000	SF	\$0.17	\$11,900.00				
		SWPPP	1	LS	\$13,000.00	\$13,000.00				
SEWER										
		Landscape Repair	1	Each	\$22,000.00	\$22,000.00				
		8" PVC Sewer Line	1215	LF	\$50.00	\$60,750.00				
	Assume 9 feet deep	60" Sewer Manhole Precast	4	Each	\$6,100.00	\$24,400.00				
	Assume 9 feet deep	48" Sewer Manhole Precast	6	Each	\$5,500.00	\$33,000.00				
		4" PVC Sewer Lateral	46	Each	\$1,600.00	\$73,600.00				
		Sewer Testing	1	Each	\$4,000.00	\$4,000.00				
		Sewer Trench Import	3155	CY	\$24.00	\$75,720.00				
CULINARY WATER										
		Connect to Existing Water Stub	2	Each	\$4,500.00	\$9,000.00				
		8" Culinary Water	1675	LF	\$61.00	\$102,175.00				
		8" Gate Valve	11	Each	\$2,950.00	\$32,450.00				
		8" Water MJ Fittings	17	Each	\$1,400.00	\$23,800.00				
		12" Culinary Water	310	LF	\$100.00	\$31,000.00				
		12" Gate Valve	2	Each	\$3,800.00	\$7,600.00				
		12" Gate Fittings	1	Each	\$1,600.00	\$1,600.00				
		2" Blowoff	4	Each	\$2,500.00	\$10,000.00				
		Fire Hydrant Assembly	6	Each	\$10,500.00	\$63,000.00				
		1" Water Service Lateral	5	Each	\$1,900.00	\$9,500.00				
		DUAL 1" Water Service Lateral	27	Each	\$3,500.00	\$94,500.00				
		Water Testing	1	LS	\$4,000.00	\$4,000.00				
		Water Trench Import	905	CY	\$24.00	\$21,720.00				
PRESSURIZED IRRIGATION										
		Connect to Existing PI Stub	2	Each	\$4,500.00	\$9,000.00				
		8" PVC Pipe	1290	LF	\$55.00	\$70,950.00				
		8" Gate Valve	7	Each	\$2,950.00	\$20,650.00				
		8" Fittings	9	Each	\$1,400.00	\$12,600.00				
		2" Blowoff	3	Each	\$2,500.00	\$7,500.00				
		2" Irrigation Service	2	Each	\$11,000.00	\$22,000.00				
		PI Testing	1	LS	\$1,400.00	\$1,400.00				
STORM DRAINAGE										
	ADS	Tie into Existing Storm Drain	1	Each	\$2,500.00	\$2,500.00				
	ADS	18" RCP Storm Drain	510	LF	\$72.00	\$36,720.00				
	ADS	30" RCP Storm Drain	1155	LF	\$142.00	\$164,010.00				
	Assume 5 ft deep	Storm Drain Manhole	15	Each	\$5,100.00	\$76,500.00				
	Assume 5 ft deep	Double Curb Inlet Box	1	Each	\$6,600.00	\$6,600.00				
	Assume 4 ft deep	Curb Inlet 2' x 3' x 4'	10	Each	\$3,200.00	\$32,000.00				
	ADS	Storm Drain Testing	1	LS	\$5,500.00	\$5,500.00				
	ADS	Storm Drain Trench Import	380	CY	\$24.00	\$9,120.00				
STREETS / HARDSCAPES										
	ADS	24" Curb & Gutter	2010	LF	\$24.00	\$48,240.00				
	ADS	24" Modified Curb	1605	LF	\$24.00	\$38,520.00				
	ADS	Concrete Sidewalk	11040	SF	\$7.30	\$80,592.00				
	ADS	ADA Ramps	4	Each	\$2,000.00	\$8,000.00				
	Assume 5 ft deep	Concrete Approaches	1240	SF	\$15.00	\$18,600.00				
	Assume 5 ft deep	Catch Basin Tie-In	12	Each	\$550.00	\$6,600.00				
	Assume 4 ft deep	Import and Place 14" Subgrade	10915	SF	\$1.35	\$14,735.25				
	Assume 5 ft deep	Import and Place 9" Road Base	70720	SF	\$1.12	\$79,206.40				
	ADS	4" Asphalt	9715	SF	\$2.04	\$19,818.60				
	ADS	3" Asphalt	50160	SF	\$1.72	\$86,275.20				
	ADS	Signage	1	LS	\$2,500.00	\$2,500.00				
CONSTRUCTION MANAGEMENT										
	ADS	As-Builts	1	Each	\$1,000.00	\$1,000.00				
	ADS	Subdivision Monuments	2	Each	\$450.00	\$900.00				

\$1,633,412.45

10% Durability - retained at ICG release

\$163,341.25

ICG Amount \$1,796,753.70

Attachment: Meadowbrook 1B warranty bond release for CC 8-12-25 (Durability Release)



**REQUEST FOR COUNCIL ACTION  
CITY OF AMERICAN FORK  
AUGUST 12, 2025**

Department Public Works

Director Approval Sam Kelly

**AGENDA ITEM** (Common Consent Agenda) - Consideration regarding authorization to release the Improvements Construction Guarantee in the amount of \$0.00 and issue a Notice of Acceptance for the Stonecreek Plat K construction of public improvements located at 850 South 370 West.

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

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

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

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

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

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

**SUGGESTED MOTION** Move to accept the improvements and authorize the Mayor to execute the Notice of Acceptance for the Stonecreek Plat K public improvements located at 850 South 370 West. To authorize the issuance of documents and/or payments to release the

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

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

## **SUPPORTING DOCUMENTS**

Stonecreek Plat k final bond for CC 8-12-25 (PDF)





## NOTICE OF ACCEPTANCE / IMPROVEMENT COMPLETION ASSURANCE RELEASE AUTHORIZATION

The City Council of American Fork City, a Municipal Corporation and Body Politic in the State of Utah, hereby authorizes the release of the Improvement Completion Assurance STONECREEK PLAT K. The City Council accepts the improvements completed with the finding that said improvements are in a condition meeting City ordinances, standards, and specifications, are in conformance with the approved project construction plans, and all conditions for release as detailed in section 17.9.304 of the City Code have been satisfied.

The City Council hereby authorizes the issuance of a letter to the financial guarantee institution authorizing release of the Improvement Completion Assurance or to issue an authorized City check as appropriate for the type of guarantee provided, pursuant to the recommendation of staff and the receipt of reports, documents, and other correspondence. Upon issuance of this Notice of Acceptance, the Improvement Warranty Period shall commence as detailed in section 17.9.400 of the City Development Code. An amount totaling ten percent (10%) of the Improvement Completion Assurance funds will be held as the Improvement Warranty pursuant to the City Performance Guarantee ordinance.

Amount Released: \$0.00

PASSED THIS 12TH DAY OF AUGUST 2025

\_\_\_\_\_  
City Representative, American Fork City

ATTEST:

Terilyn Lurker, City Recorder

Attachment: Stonecreek Plat k final bond for CC 8-12-25 (Final Bond Release)

**Development Name:** Stonecreek Plat K

Development Address: 850 S 370 W

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

☐ Partial Improvement Assurance Release

☒ Final Improvement Assurance Release

☐ Improvement Warranty Release  
(10% Durability Release)

					Inspector Use Only Complete?
Description of Item	Quantity	Units	Unit Price	Total	Yes/No
Development Bond for k	1			0	Y
			Total	0	

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

Please send check/bank letter to:

Name: James Clark C/O Woodside Homes

Bank (if applicable):

Address: 460 W 50 S STE 300

City: SLC

State: Utah

Zip: 84101

Phone:

Email: [James.clark@woodsidehomes.com](mailto:James.clark@woodsidehomes.com)

Signature: James Clark

Date: 6/9/2025

City Official Use Only

☒ Fees paid and current

Administrative Signature:

Date: 7-14-25

Inspector Signature:

Date: 6/9/2025

**Attachment: Stonecreek Plat k final bond for CC 8-12-25 (Final Bond Release)**

Name of Development: STONECREEK PLAT K

# BOND AMOUNT

	Description of Item	Quantity	Unit	Unit Price	Total	Reimbursable			
	SITE & SWPPP					Quantity	Unit	Unit Price	Total
	Clear and Grub ROW	4433	CY	\$4.65	\$20,613.45				
	Fill to Subgrade ROW	10023	CY	\$18.00	\$180,414.00				
	Subgrade Prep Site	239433	SF	\$0.14	\$33,520.62				
	SWPPP	1	LS	\$13,000.00	\$13,000.00				
	SEWER								
	Connect to Existing Sewer Main	1	Each	\$750.00	\$750.00				
	8" PVC Sewer Line	1086	LF	\$33.50	\$36,381.00				
	12" PVC Sewer Line	1599	LF	\$37.00	\$59,163.00				
	60" Sewer Manhole Precast	13	Each	\$6,100.00	\$79,300.00				
	48" Sewer Manhole Precast	7	Each	\$5,500.00	\$38,500.00				
	4" PVC Sewer Lateral	58	Each	\$1,150.00	\$66,700.00				
	Dewatering	2685	LF	\$4.85	\$13,022.25				
	Sewer Testing	1	Each	\$5,500.00	\$5,500.00				
	Sewer Trench Import	5950	ton	\$14.00	\$83,300.00				
	Sewer Trench Spoils	4311	CY	\$2.50	\$10,777.50				
	CULINARY WATER								
	Connect to Existing Water Stub	3	Each	\$600.00	\$1,800.00				
	12" Culinary Water	1034	LF	\$35.00	\$36,190.00				
	12" Gate Valve	2	Each	\$3,200.00	\$6,400.00				
	12" Water MJ Fittings	4	Each	\$1,845.00	\$7,380.00				
	8" Culinary Water	2686	LF	\$28.00	\$75,208.00				
	8" Gate Valve	11	Each	\$2,950.00	\$32,450.00				
	8" Water MJ Fittings	18	Each	\$1,400.00	\$25,200.00				
	2" Blowoff	3	Each	\$2,500.00	\$7,500.00				
	Fire Hydrant Assembly	12	Each	\$8,000.00	\$96,000.00				
	1" Water Service Lateral	4	Each	\$1,900.00	\$7,600.00				
	DUAL 1" Water Service Lateral	27	Each	\$3,500.00	\$94,500.00				
	Water Testing	1	LS	\$4,000.00	\$4,000.00				
	Water Trench Import	3100	tons	\$24.00	\$74,400.00				
	Water Trench Spoils	2246	CY	\$24.00	\$53,904.00				
	PRESSURIZED IRRIGATION								
	Connect to Existing PI Stub	3	Each	\$600.00	\$1,800.00				
	8" PVC Pipe	3691	LF	\$25.00	\$92,275.00				
	8" Gate Valve	13	Each	\$2,950.00	\$38,350.00				
	8" Fittings	13	Each	\$1,400.00	\$18,200.00				
	2" Blowoff	3	Each	\$2,500.00	\$7,500.00				
	1" PI Service Lateral	4	Each	\$875.00	\$3,500.00				
	DUAL 1" PI Service Lateral	27	Each	\$1,075.00	\$29,025.00				
	PI Trench Import	1800	tons	\$14.00	\$25,200.00				
	PI Trench Spoils	1230	CY	\$2.50	\$3,075.00				
	PI Testing	1	LS	\$2,300.00	\$2,300.00				
	STORM DRAINAGE								
	24" RCP Storm Drain	271	LF	\$72.00	\$19,512.00				
	18" RCP Storm Drain	2582	LF	\$72.00	\$185,904.00				
	Storm Drain Manhole	18	Each	\$5,100.00	\$91,800.00				
	Double Curb Inlet Box	16	Each	\$6,600.00	\$105,600.00				
	Curb Inlet 2' x 3' x 4'	4	Each	\$3,200.00	\$12,800.00				
	Storm Drain Testing	1	LS	\$7,000.00	\$7,000.00				
	Storm Drain Trench Import	2333	ton	\$14.00	\$32,662.00				
	Storm Drain Trench Spoils	1690	CY	\$2.50	\$4,225.00				
	Retention Pond Final Grading	250	CY	\$7.00	\$1,750.00				
	STREETS / HARDSCAPES								
	24" Curb & Gutter	5595	LF	\$19.40	\$108,543.00				
	24" Curb Prep	5595	LF	\$4.80	\$26,856.00				
	Concrete Sidewalk	27975	SF	\$4.35	\$121,691.25				
	ADA Ramps	10	Each	\$1,600.00	\$16,000.00				
	Catch Basin Tie-In	20	Each	\$410.00	\$8,200.00				
	Import and Place 12" Subgrade	148136	SF	\$1.25	\$185,170.00				
	Import and Place 8" Road Base	148136	SF	\$1.05	\$155,542.80				
	3" Asphalt	137315	SF	\$1.65	\$226,569.75				
	4" Asphalt	10821	SF	\$2.20	\$23,806.20				
	Sawcut Asphalt	0	Each	\$250.00	\$0.00				
	Signage	1	LS	\$2,500.00	\$2,500.00				
	CONSTRUCTION MANAGEMENT								
	As-Builts	1	Each	\$1,000.00	\$1,000.00				
	Subdivision Monuments	2	Each	\$450.00	\$900.00				

10% Durability - retained at ICG release 8 \$0.00 \$46,943.63 per lot

ICG Amount **\$2,995,003.90**

**\*\* No money will be released at final only when the durability is completed and approved**

Attachment: Stonecreek Plat k final bond for CC 8-12-25 (Final Bond Release)



**REQUEST FOR COUNCIL ACTION  
CITY OF AMERICAN FORK  
AUGUST 12, 2025**

Department Public Works

Director Approval Sam Kelly

**AGENDA ITEM** (Common Consent Agenda) - Consideration regarding authorization to release the Improvements Construction Guarantee in the amount of \$0.00 and issue a Notice of Acceptance for the Stonecreek Plat J construction of public improvements located at 850 South 370 West.

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

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

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

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

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

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

**SUGGESTED MOTION** Move to accept the improvements and authorize the Mayor to execute the Notice of Acceptance for the Stonecreek Plat J public improvements located at 850 South 370 West. To authorize the issuance of documents and/or payments to release the

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

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

## **SUPPORTING DOCUMENTS**

Stonecreek Plat J final bond release for CC 8-12-25 (PDF)



## NOTICE OF ACCEPTANCE / IMPROVEMENT COMPLETION ASSURANCE RELEASE AUTHORIZATION

The City Council of American Fork City, a Municipal Corporation and Body Politic in the State of Utah, hereby authorizes the release of the Improvement Completion Assurance STONECREEK PLAT J. The City Council accepts the improvements completed with the finding that said improvements are in a condition meeting City ordinances, standards, and specifications, are in conformance with the approved project construction plans, and all conditions for release as detailed in section 17.9.304 of the City Code have been satisfied.

The City Council hereby authorizes the issuance of a letter to the financial guarantee institution authorizing release of the Improvement Completion Assurance or to issue an authorized City check as appropriate for the type of guarantee provided, pursuant to the recommendation of staff and the receipt of reports, documents, and other correspondence. Upon issuance of this Notice of Acceptance, the Improvement Warranty Period shall commence as detailed in section 17.9.400 of the City Development Code. An amount totaling ten percent (10%) of the Improvement Completion Assurance funds will be held as the Improvement Warranty pursuant to the City Performance Guarantee ordinance.

Amount Released: \$0.00

PASSED THIS 12TH DAY OF AUGUST 2025

\_\_\_\_\_  
City Representative, American Fork City

ATTEST:

Terilyn Lurker, City Recorder

Attachment: Stonecreek Plat J final bond release for CC 8-12-25 (Final Bond Release)





Name of Development: STONECREEK PLAT J

# BOND AMOUNT

Description of Item	Quantity	Unit	Unit Price	Total	Reimbursable			
					Quantity	Unit	Unit Price	Total
SITE & SWPPP								
Clear and Grub ROW	2332	CY	\$4.65	\$10,843.80				
Fill to Subgrade ROW	8532	TON	\$15.75	\$134,379.00				
Subgrade Prep Site	118251	SF	\$0.14	\$16,555.14				
SWPPP	1	LS	\$13,000.00	\$13,000.00				
SEWER								
Connect to Existing Sewer Main	1	Each	\$750.00	\$750.00				
8" PVC Sewer Line	1322	LF	\$33.50	\$44,287.00				
10" PVC Sewer Line	422	LF	\$37.00	\$15,614.00				
60" Sewer Manhole Precast	2	Each	\$6,100.00	\$12,200.00				
48" Sewer Manhole Precast	6	Each	\$5,500.00	\$33,000.00				
4" PVC Sewer Lateral	30	Each	\$1,150.00	\$34,500.00				
Dewatering	1744	LF	\$4.85	\$8,458.40				
Sewer Testing	1	Each	\$5,500.00	\$5,500.00				
Sewer Trench Import	4500	ton	\$14.00	\$63,000.00				
Sewer Trench Spoils	3245	CY	\$2.50	\$8,112.50				
CULINARY WATER								
Connect to Existing Water Stub	3	Each	\$600.00	\$1,800.00				
8" Culinary Water	1950	LF	\$28.00	\$54,600.00				
8" Gate Valve	7	Each	\$2,950.00	\$20,650.00				
8" Water MJ Fittings	16	Each	\$1,400.00	\$22,400.00				
2" Blowoff	2	Each	\$2,500.00	\$5,000.00				
Fire Hydrant Assembly	5	Each	\$10,500.00	\$52,500.00				
1" Water Service Lateral	4	Each	\$1,900.00	\$7,600.00				
DUAL 1" Water Service Lateral	13	Each	\$3,500.00	\$45,500.00				
Water Testing	1	LS	\$4,000.00	\$4,000.00				
Water Trench Import	925	tons	\$24.00	\$22,200.00				
Water Trench Spoils	1014	CY	\$24.00	\$24,336.00				
PRESSURIZED IRRIGATION								
Connect to Existing PI Stub	3	Each	\$600.00	\$1,800.00				
8" PVC Pipe	1997	LF	\$25.00	\$49,925.00				
8" Gate Valve	7	Each	\$2,950.00	\$20,650.00				
8" Fittings	16	Each	\$1,400.00	\$22,400.00				
2" Blowoff	2	Each	\$2,500.00	\$5,000.00				
1" PI Service Lateral	7	Each	\$875.00	\$6,125.00				
DUAL 1" PI Service Lateral	12	Each	\$1,075.00	\$12,900.00				
PI Trench Import	935	tons	\$14.00	\$13,090.00				
PI Trench Spoils	1027	CY	\$2.50	\$2,567.50				
PI Testing	1	LS	\$2,300.00	\$2,300.00				
STORM DRAINAGE								
18" RCP Storm Drain	1515	LF	\$72.00	\$109,080.00				
Storm Drain Manhole	13	Each	\$5,100.00	\$66,300.00				
Double Curb Inlet Box	2	Each	\$6,600.00	\$13,200.00				
Curb Inlet 2' x 3' x 4'	12	Each	\$3,200.00	\$38,400.00				
Storm Drain Testing	1	LS	\$7,000.00	\$7,000.00				
Storm Drain Trench Import	302	ton	\$14.00	\$4,228.00				
Storm Drain Trench Spoils	645	CY	\$2.50	\$1,612.50				
Retention Pond Grading	9550	CY	\$7.00	\$66,850.00				
Temp Ditch	486	LF	\$3.50	\$1,701.00				
STREETS / HARDSCAPES								
24" Curb & Gutter	3635	LF	\$19.40	\$70,519.00				
24" Curb Prep	3635	LF	\$4.80	\$17,448.00				
Concrete Sidewalk	18175	SF	\$4.35	\$79,061.25				
ADA Ramps	6	Each	\$1,600.00	\$9,600.00				
Catch Basin Tie-In	16	Each	\$410.00	\$6,560.00				
Import and Place 12" Subgrade	82801	SF	\$1.25	\$103,501.25				
Import and Place 8" Road Base	64626	SF	\$1.05	\$67,857.30				
3" Asphalt	64626	SF	\$1.65	\$106,632.90				
Sawcut Asphalt	3	Each	\$250.00	\$750.00				
Signage	1	LS	\$2,500.00	\$2,500.00				
CONSTRUCTION MANAGEMENT								
As-Builts	1	Each	\$1,000.00	\$1,000.00				
Subdivision Monuments	2	Each	\$450.00	\$900.00				

10% Durability - retained at ICG release 5

ICG Amount **\$1,729,468.99**

**\*\* No money will be released at final only when the durability is completed and approved**

Attachment: Stonecreek Plat J final bond release for CC 8-12-25 (Final Bond Release)





**REQUEST FOR COUNCIL ACTION  
CITY OF AMERICAN FORK  
AUGUST 12, 2025**

Department Recorder

Director Approval Terilyn Lurker

**AGENDA ITEM** Review and action on a professional services agreement with Architectural Coalition for architectural drawings for the police station tenant improvements.

**SUMMARY RECOMMENDATION**

Staff would recommend approval.

**BACKGROUND**

This agreement is between American Fork City and Architectural Coalition LLC for architectural drawings for the Police Station Tenant Improvements at 75 East 80 North.

**BUDGET IMPACT**

See agreement.

**SUGGESTED MOTION**

Move to approve the professional services agreement with Architectural Coalition LLC for architectural drawings for the police station tenant improvements and authorize the city to sign the necessary documents.

**SUPPORTING DOCUMENTS**

PD Remodel Contract 8.8.2025 (PDF)

American Fork City and Architectural Coalition LLC  
Professional Services Agreement

This AGREEMENT is made: August 12, 2025.

BETWEEN the Owner:

American Fork City  
51 E. Main Street, American Fork, UT 84003

and the Architect:

Guilford A. Rand, Architect  
DBA Architectural Coalition LLC  
962 W 800 N Orem Utah 84606

For the following Project:

This agreement will consist of providing architectural drawings for the Police Station Tenant Improvements and will be incorporated into this Agreement upon written approval by Owner and Architect.

The Owner and Architect agree as set forth below.

**ARTICLE 1      ARCHITECT'S RESPONSIBILITIES**

**1.1** The Architect shall provide architectural services for the design and internal remodel of the American Fork Police Department which is located at 75 East 80 North, American Fork, Utah 84003 ("Project"). The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances and shall offer its expertise and experience to provide a remodel design that will cause minimal disruption during construction. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include but are not limited to the following consulting services: Structural Engineering, Mechanical Engineering, Electrical Engineering, and Plumbing Engineering.

**1.2** During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction. The objectives listed above in the Design Phase are anticipated to be complete on January 13, 2026.

**1.3** During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is to notify both the Owner and Contractor in writing within a reasonable amount of time.

The services contemplated in paragraphs 1.1 through 1.3 shall be collectively referred to as the "Basic Services".

## **ARTICLE 2 OWNER'S RESPONSIBILITIES**

**2.1** The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

**2.2** Except as otherwise provided herein, the Drawings, Specifications and other documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project. Architect and Owner agree that documents, Drawings, Specifications, other documents and any deliverables shall be property of the Owner and may be used for this Project without reservation or other reserved rights, including the copyright. In addition, the Owner shall be permitted to retain copies, including reproducible copies, of the Architect's Drawings, Specifications and other documents for information and reference in connection with the Owner's use and occupancy of the Project. The Architect's Drawings, Specifications or other documents shall not be used by the Owner or others on other projects. If this Agreement is terminated, Architect shall supply the Owner with the most current version of the Architect's Drawings, Specifications or other documents and any deliverables for the Project to be paid per Section 6: PAYMENTS AND COMPENSATION TO THE ARCHITECT.

**2.3** Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Architect's reserved rights.

**2.4** The Owner shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents which include all Drawings, Specifications or other documents and any deliverables for the Project and required by this Agreement.

**2.5** The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by the Owner.

**2.6** Prompt written notice shall be given by the Owner to the Architect if the Owner becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.

### **ARTICLE 3      USE OF DOCUMENTS**

**3.1** Drawings, Specifications and other documents prepared by the Architect are the Architect's Instruments of Service and are for the Owner's use solely with respect to constructing the Project except as otherwise provided for in Section 2.2 of the Agreement. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner ~~a license~~ full ownership of the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect.

### **ARTICLE 4      TERMINATION, SUSPENSION OR ABANDONMENT**

**4.1** In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services.

**4.2** Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion which means that the Project is occupiable and has been put to its intended use.

### **ARTICLE 5      MISCELLANEOUS PROVISIONS**

**5.1** This Agreement shall be governed by the law of the place where the Project is located. Neither party to this Agreement shall assign the contract whole without written consent of the other. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

**5.2** The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

### **ARTICLE 6      PAYMENTS AND COMPENSATION TO THE ARCHITECT**

The Architect and Engineers Compensation for services outlined in Section 1.1 shall be:

4.0% of the estimated construction cost of \$1,600,000.

Progress payments for Basic Services shall total the following amounts:

- (1) Retainer  
\$10,000.00
- (2) 20% completion of Construction Documents  
\$10,000.00
- (3) 40% completion of Construction Documents  
\$10,000.00

(4) 60% completion of Construction Documents	
\$10,000.00	
(5) 80% completion of Construction Documents	
\$10,000.00	
(6) 90% completion of Construction Documents	
\$10,000.00	
(7) 100% completion of Construction Documents	\$4,000.00
Total Architecture and Engineering Fee:	
\$64,000.00	

FOR BASIC SERVICES, as described in Article 1 and excepting the services included in above, and any other additional services or changes, Compensation shall be computed as follows:

For travel time and making changes to the Construction Documents

- |                         |                   |
|-------------------------|-------------------|
| (1) Architect's time    | \$145.00 per hour |
| (2) CAD Operator's time | \$80.00 per hour  |
| (3) Clerical Time       | \$40.00 per hour  |

**6.1** Payments are due and payable within thirty (30) days of the Owner's receipt of the Architect's monthly invoice. Amounts unpaid 90 ( ninety ) days after the invoice date shall bear interest from the date payment is due at the rate of one percent ( 1 %) per month , or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

**6.2** At the request of the Owner, the Architect shall provide additional services not included in Article 1 Basic Services for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1 Basic Services; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 Basic Services beyond 24 ( twenty-four) months of the date of this Agreement through no fault of the Architect.

## **ARTICLE 7 RECORDS AND INSPECTIONS**

**7.1** Records. Architect shall keep any records, documents, invoices, reports, data, information, and all other material regarding matters covered, directly or indirectly, by this Agreement for six years after expiration of this Agreement or as otherwise required by law. This includes everything necessary to properly reflect all expenses related to this Agreement and records of accounting practices necessary to assure proper accounting of all expenses under this Agreement.

**7.2** Inspection of Records. Architect shall make all of the records referenced in this section available for inspection to Owner, its authorized representatives, the State Auditor, and other government officials authorized to monitor this Agreement by law. Architect must permit Owner or its authorized representative to audit and inspect any data or other information relating to this Agreement.

Owner reserves the right to initiate an audit of the Architect's activities concerning this Agreement, at the expense of Owner, utilizing an auditor selected by Owner.

**7.3** Government Records Access and Management Act. Owner is subject to the requirements of the Government Records Access and Management Act, Title 63G, Chapter 2 of the Utah Code ("GRAMA"). All materials submitted by Architect related to this Agreement are subject to disclosure unless the materials are exempt from disclosure under GRAMA. The burden of claiming an exemption from disclosure rests solely with Architect. Any materials for which Architect claims an exemption from disclosure based on business confidentiality as provided in Utah Code § 63G-2-309 (or successor provision) must be marked as "Confidential" and accompanied at the time of submission by a statement from Architect explaining the basis for the claim. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. Owner will make reasonable efforts to notify Architect of any requests made for disclosure of documents submitted under a claim of confidentiality. Architect specifically waives any claims against Owner related to disclosure of any materials pursuant to GRAMA.

## **ARTICLE 8      INSURANCE**

At its own cost and expense, Architect shall maintain the following mandatory insurance coverage to protect against claims for injuries to persons or property damage that may arise from or relate to the performance of this Agreement by Architect, its agents, representatives, employees, or Subcontractors for the entire duration of this Agreement or for such longer period of time as set forth below.

Prior to commencing any work, Architect shall furnish a certificate of insurance as evidence of the requisite coverage. The certificate of insurance must include endorsements for additional insured, waiver of subrogation, primary and non-contributory status, and completed operations.

**8.1** Commercial General Liability Insurance. Architect shall maintain commercial general liability insurance on a primary and non-contributory basis in comparison to all other insurance, including Owner's own policies of insurance, for all claims against Owner. The policy must be written on an occurrence basis with limits not less than \$1,000,000 per occurrence and \$3,000,000 aggregate for personal injury and property damage. Upon request of Owner, Architect must increase the policy limits to at least the amount of the limitation of judgments described in Utah Code § 63G-7-604, the Governmental Immunity Act of Utah (or successor provision), as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3 (or successor provision).

**8.2** Automobile Liability Coverage. Architect shall maintain automobile liability insurance with a combined single limit of not less than \$2,000,000 per accident for bodily injury and property damage arising out of the ownership, maintenance, and use of owned, hired, and non-owned motor vehicles. This policy must not contain any exclusion or limitation with respect to loading or unloading of a covered vehicle.

**8.3** Professional Liability Insurance. Architect shall maintain professional liability insurance with annual limits not less than \$1,000,000 per occurrence. If written on a claims-made basis, Architect shall maintain professional liability insurance coverage meeting these requirements for the applicable period of statutory limitation of claims (or statute of repose, if applicable) after completion of the Agreement or termination of this Agreement.

**8.4** Workers' Compensation Insurance and Employer's Liability. Architect shall maintain workers' compensation insurance with limits not less than the amount required by statute, and employer's liability insurance limits of at least \$1,000,000 each accident, \$1,000,000 for bodily injury by accident, and \$1,000,000 each employee for injury by disease. The workers' compensation policy must be endorsed with a waiver of subrogation in favor of "American Fork City" for all work performed by the Architect, its employees, agents, and Subcontractors.

**8.5** Umbrella/Excess Coverage. The insurance limits required by this section may be met by either providing a primary policy or in combination with umbrella / excess liability policy(ies). To the extent that umbrella/excess coverage is used to satisfy the limits of coverage required hereunder, the terms of such coverage must be following form to, or otherwise at least as broad as, the primary underlying coverage, including amending the "other insurance" provisions as required so as to provide additional insured coverage on a primary and non-contributory basis, and subject to vertical exhaustion before any other primary, umbrella/excess, or any other insurance obtained by the additional insureds will be triggered.

**8.6** Insured Parties. Each policy and all renewals or replacements, except those policies for Professional Liability, and Workers Compensation and Employer's Liability, must name Owner (and its officers, elected officials, agents, and employees) as additional insureds on a primary and non-contributory basis with respect to liability arising out of work, operations, and completed operations performed by or on behalf of Architect.

**8.7** Waiver of Subrogation. Architect waives all rights against Owner and any other additional insureds for recovery of any loss or damages to the extent these damages are covered by any of the insurance policies required under this Agreement. Architect shall cause each policy to be endorsed with a waiver of subrogation in favor of Owner for all work performed by Architect, its employees, agents, and Subcontractors.

**8.8** Quality of Insurance Companies. All required insurance policies must be issued by insurance companies qualified to do business in the state of Utah and listed on the United States Treasury Department's current Department of Treasury Fiscal Services List 570, or having a general policyholders rating of not less than "A-" in the most current available A.M. Best Co., Inc.'s, Best Insurance Report, or equivalent.

**8.9** Cancellation. Should any of Architect's required insurance policies under this Agreement be cancelled before the termination or completion of this Agreement, Architect must deliver notice to Owner within 30 days of cancellation. Owner may request and Architect must provide within 10 days certified copies of any required policies during the term of this Agreement.

**8.10** No representation. In specifying minimum Architect's insurance requirements, Owner does not represent that such insurance is adequate to protect Architect from loss, damage or liability arising from its work. Architect is solely responsible to inform itself of types or amounts of insurance it may need beyond these requirements to protect itself.



## **ARTICLE 9      OTHER PROVISIONS**

**9.1** Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of the Architect.

**9.2** This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

**9.3** The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

**9.4** Conformance to Laws. In providing services under this Agreement, Architect shall comply with all applicable federal, state, Owner, and other local laws, regulations, and ordinances, including applicable licensure and permit requirements, regulations for certification, operation of facilities, and accreditation, employment laws, and any other standards or criteria described in this Agreement.

**9.5** E-Verify. Architect shall register and participate in E-Verify or an equivalent program for each employee or person providing services outlined herein within the state of Utah if this Agreement is entered into for the physical performance of services within Utah, unless exempted by Utah Code § 63G-12-302.

**9.6** Privacy. The parties will not process nor will Architect have access to personal data under this Agreement as defined in Utah Code Section 63A-19-101.

**9.7** Independent Contractor. The parties intend that Architect is an independent contractor and not an employee of Owner. Except as specifically provided in this Agreement, the parties intend that Architect has no authority to act on behalf of Owner.

**9.8** Indemnification. Subject to the limitations in Utah Code section 13-8-7, Architect shall indemnify Owner and its agents, employees, elected officials and officers against any and all claims arising out of or arises out of this Agreement or the negligent performance of this Agreement by Architect or consultants, or anyone acting under Architect's direction or control, including after the expiration or termination of this Agreement. Any claim to the extent caused by or resulting from the Architect's breach of contract, negligence, recklessness, or intentional misconduct. If such losses arising from claim are caused by or result from the concurrent negligence of or its Owner its agents, employees, elected officials and officers, this indemnity provision shall be valid and enforceable to the extent of the Architect's breach of contract, negligence, recklessness, or intentional misconduct.

**9.9** Force Majeure. For purposes of this Agreement, a Force Majeure Event means any event or circumstance, regardless of whether it was foreseeable, that was not caused by that party and that prevents a party from complying with any of its obligations under this Agreement, but a Force Majeure Event will not include any strike or labor unrest, an increase in prices, a change in general economic conditions, or a change of law. A party that is prevented by the occurrence of a Force Majeure Event from performing any one or more obligations under this Agreement will not be liable for any failure or delay in performing those obligations, on condition that the non-performing party uses reasonable efforts to perform. The non-performing party shall promptly notify the other party of the



occurrence of a Force Majeure Event and its effect on performance. Thereafter, the nonperforming party shall update the other party as reasonably necessary regarding its performance. The nonperforming party shall use reasonable efforts to limit damages to the other party and to complete its full performance under this Agreement.

**9.10** Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect to the extent permitted by law. The Parties agree to negotiate in good faith to replace any such invalid, illegal, or unenforceable provision with a valid and enforceable provision that most closely approximates the original intent and economic effect of the invalid provision.

**9.11 A.** Assignment. The parties shall not assign any portion of its performance under this Agreement without the other's written consent.

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER (Signature)**

\_\_\_\_\_  
**Architect (Signature)**

Bradley J. Frost, Mayor

\_\_\_\_\_  
**(Printed name & Title)**

Guilford A. Rand, Architect

\_\_\_\_\_  
**(Printed name & Title)**



**REQUEST FOR COUNCIL ACTION  
CITY OF AMERICAN FORK  
AUGUST 12, 2025**

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

**AGENDA ITEM**    Review and action on a proposed Land Use Map Amendment, known as Meadow View Ranch (App #2), located at approximately 7058 N 5750 W, American Fork City. On approximately 25.37 acres, the property proposes to change from the Residential Low Density to the Residential Medium Density land use designation.

**SUMMARY RECOMMENDATION**    Planning Commission recommended approval at the July 16, 2025 meeting.

**BACKGROUND**    The applicant has applied for a proposed Land Use Map Amendment. The project looks to provide a residential medium density to the area. They are proceeding forward with a land use map amendment to change the current land use designations for an annexation coming down the road. A previous application has come through Planning Commission considering a larger area; the application has since been adjusted. In the past there has been interest in having residential uses north of 1100 South and west of 100 East with no further encroachment of Industrial Uses past those roads.

**BUDGET IMPACT**    N/A

**SUGGESTED MOTION**    I move to adopt the resolution approving the Land Use Map Amendment, located at 7058 N 5750 W, from the Residential Low Density to the Residential Medium Density designation with instructions to the City Recorder to withhold publication of the resolution subject to all conditions identified in the public record of the July 16th, 2025, Planning Commission meeting have been met.

I move to deny the resolution for the Land Use Map Amendment, located at 7058 N 5750 W, from the Residential Low Density to the Residential Medium Density designation.

I move to table the resolution for the Land Use Map Amendment, located at 7058 N 5750 W, from the Residential Low Density to the Residential Medium Density designation and instruct developer/staff to...

## **SUPPORTING DOCUMENTS**

Buckwalter Concept Plan with Product Elevations (PDF)

COMMENTS (2025.06.18) MVR 2 - LUMA\_Compatibility Statement v2 (PDF)

COMMENTS (2025.06.18) MVR 2 - LUMA\_Existing Land Use Map (PDF)

COMMENTS (2025.06.18) MVR 2 - LUMA\_Parcel Number Sheet GP Amendment 6.5.25 (PDF)

COMMENTS (2025.06.18) MVR 2 - LUMA\_Proposed Map Amendment 6.5.25 (PDF)

COMMENTS 2025.06.18) MVR 2 - LUMA\_Existing Conditions and Vicinity Map (PDF)

1. Meadow View Ranch Land Use Map Amendment - Staff Report (1) (PDF)

Meadow View Ranch App #2 Resolution (PDF)

Meadow View Ranch\_07.16.2025 UNAPPROVED PC Meeting Minutes (PDF)

## Site Summary

Site Area	24.501 Ac
Single-family	87 Lots
Townhomes	57 Units
Total Units	144 Units
Gross Density	5.87 du/ac





NEWPORT  
FARMHOUSE



NEWPORT  
MODERN





SEASIDE  
FARMHOUSE



SEASIDE  
MODERN



# HAMPTON MODERN





# Arcadia Farmhouse





# CYPRESS FARMHOUSE



Attachment: Buckwalter Concept Plan with Product Elevations (Meadow View Ranch (App #2) - Land Use





CHARLESTON  
FARMHOUSE



CHARLESTON  
MODERN



MESA  
FARMHOUSE



MESA  
MODERN




**American Fork City Planning Commission and City Council**  
American Fork City Hall  
51 E Main St  
American Fork, UT 84003

**Next Step:**  
Proceed to Planning Commission  
07/16/2025

No Comments

No comments

 American Fork City Development Review	<b>4.2.b</b>
Planning and Zoning Reviewed Areed 06/16/2025	
Engineering Division Reviewed rburkhill 06/18/2025	

Dear Members of the American Fork City Planning Commission and City Council,

We are writing to formally present a proposed amendment to the American Fork City General Plan. After meeting with city staff and carefully reviewing past applications and public meeting minutes, we feel that our proposed amendment aligns with both the vision of the city, and the housing needs of the state.

**Alignment with the American Fork City General Plan:**

**1. Encouraging Smart Growth and Sustainable Development:**

- The proposed development aligns closely with the regional goals outlined by Wasatch Choice for 2050. It supports the creation of housing near jobs and transportation, encourages efficient infrastructure investment, and promotes livable and inclusive communities.
- Our aim is to create a walkable community with easy access to the interstate highway and a future city park.

**2. Providing a Diverse Range of Housing Options:**

- This project places a strong emphasis on creating attainable housing for first-time home buyers. By offering smaller lot sizes and lower priced single-family homes, the development will help individuals and families take their first steps toward homeownership in American Fork, promoting long-term community investment and stability.
- The development includes a mix of single-family detached homes and single-family attached homes, catering to a diverse demographic, including young professionals, families, and retirees.




**3. Supporting Economic Growth and Local Businesses:**

- We are hopeful that this development will meet the criteria recommended by the State of Utah for meeting affordable housing needs, allowing for American Fork to continue to qualify for benefits from the state for cities who meet these objectives.
- Increased housing availability will attract new residents who will contribute to the local economy, supporting businesses and services within American Fork.

We are excited about the opportunity to contribute to the growth and prosperity of American Fork and look forward to working with city officials, planners, and the community to ensure that this development meets the highest standards.

Sincerely,  
**Tyler Horan**  
*White Horse Land*

Attachment: COMMENTS (2025.06.18) MVR 2 - LUMA\_Compatibility Statement v2 (Meadow View Ranch (App #2) - Land Use Map Amendment)

 <p>American Fork City Development Review Committee</p>	<p>Planning and Zoning Reviewed Areed 06/16/2025</p>
	
	<p>Engineering Division Reviewed burkhill 06/18/2025</p>

No Comments

### Next Step:

**Proceed to Planning Commission**  
**07/16/2025**

No comments

Area considered for  
Land Use Map  
Amendment

Residential Low Density

## Design Commercial

## Design Commer

## Parcels

## Parcels




## Land\_Use

Land Use

- Design Commercial
- Design Industrial
- General Commercial
- Institutional Lands,  
Schools and Public  
Facilities
- Major Transportation  
Facilities
- Neighborhood Comm
- Planned Community
- Professional Office

Exhibit-A						
Property Owner	Parcel Number		General Plan A Annexation		Area	Legal Discription
STEVEN AND LEE ANN BUCKWALTER LEGACY TRUST	130660054		Y	Y	6.37	COM N 2867.249 FT & W 868.879 FT FR E 1/4 COR. SEC. 26, T5S, R1E, SLB&M.; S 0 DEG 27' 0" W 848.75 FT; S 88 DEG 55' 46" E 612.15 FT; N 0 DEG 27' 0" E 57.98 FT N 37 DEG 3' 9" W 1005.17 FT TO BEG. AREA 6.369 AC.
STEVEN AND LEE ANN BUCKWALTER LEGACY TRUST	130660053		Y	Y	6.85	COM N 1126.115 FT & W 882.547 FT FR E 1/4 COR. SEC. 26, T5S, R1E, SLB&M.; N 89 DEG 36' 0" E 612 FT; N 0 DEG 27' 0" E 479.42 FT; N 88 DEG 55' 37" W 612.15 FT S 0 DEG 27' 0" W 495.1 FT TO BEG. AREA 6.845 AC.
BUCKWALTER JAMES B AND DIANE J FAMILY TRUST	130660021		Y	Y	6.57	COM N 657.8 FT & W 886 FT FR E 1/4 COR. SEC. 26, T5S, R1E, SLB&M.; N 89 DEG 36' 0" E 612 FT; N 0 DEG 27' 0" E 468 FT; S 89 DEG 36' 0" W 612 FT; S 0 DEG 27' 0" W 468 FT TO BEG. AREA 6.574 AC.
M&J PROPERTY HOLDINGS LLC	130660052		Y	Y	5.58	COM N 1125.8 FT & W 882.3 FT & N 0 DEG 27' 0" E 495.57 FT FR E 1/4 COR. SEC. 26, T5S, R1E, SLB&M.; N 0 DEG 27' 0" E 396.91 FT; S 88 DEG 55' 46" E 612 FT; S 0 DEG 27' 0" W 396.94 FT; N 88 DEG 55' 37" W 612 FT TO BEG. AREA 5.573 AC.



American Fork City  
Development Review Committee

Planning and Zoning  
Reviewed  
Areed 06/16/2025

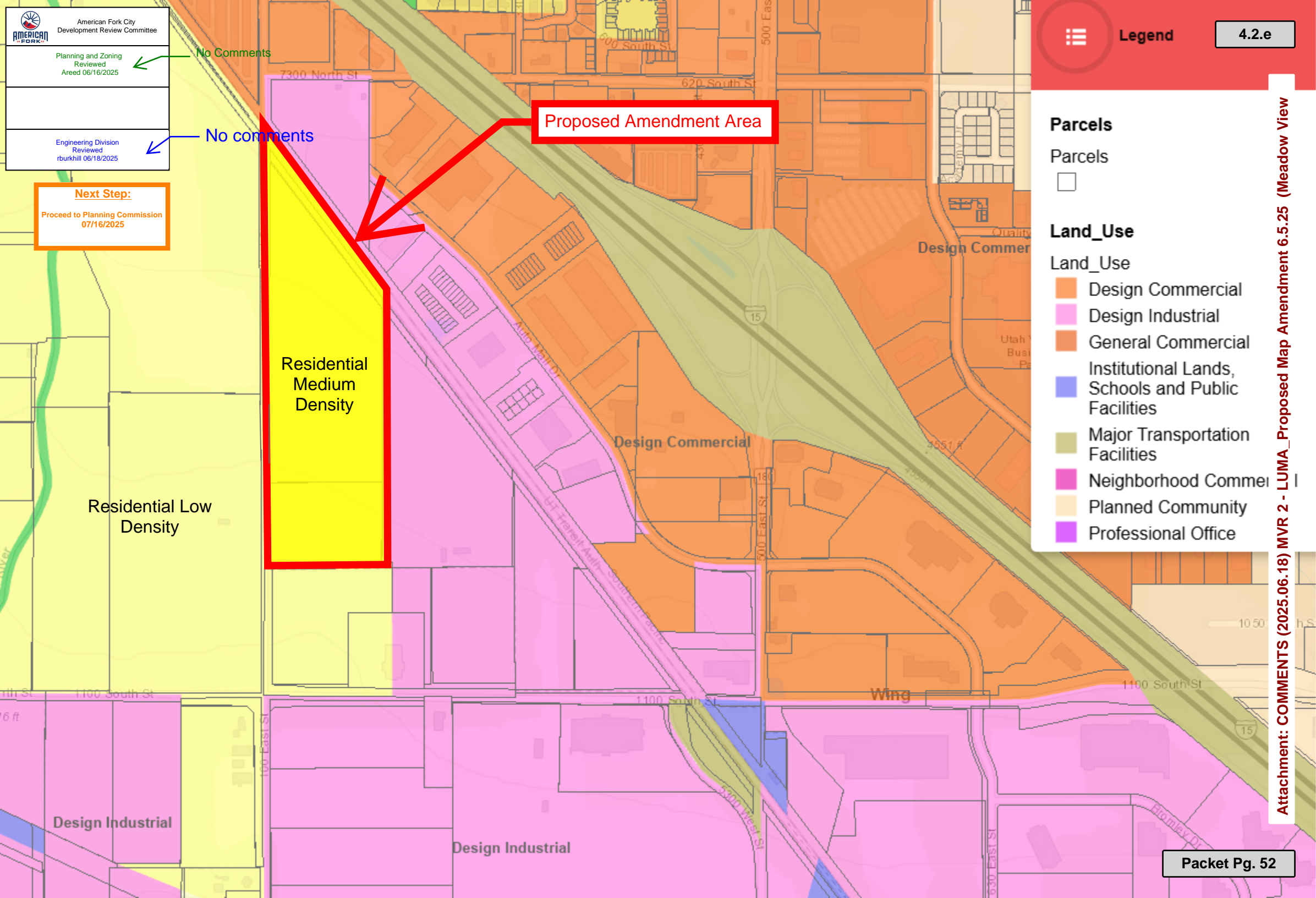
Engineering Division  
Reviewed  
rburkhill 06/18/2025

No Comments

No comments

Next Step:

Proceed to Planning Commission  
07/16/2025



Parcels

Parcels

Land\_Use

Land\_Use

Design Commercial

Design Industrial

General Commercial

Institutional Lands,  
Schools and Public  
Facilities

Major Transportation  
Facilities

Neighborhood Commer

Planned Community

Professional Office



Red- Irrigation Ditches  
Blue- UTA Tracks  
Green-Dirt Roads

Future Planned  
City Park

The Church of  
Jesus Christ of Latter...

15

No Comments

Next Step:

Proceed to Planning Commission  
07/16/2025

No comments



Amer  
Developme

4.2.f

Planning and Zoning  
Reviewed  
Areed 06/16/2025

Engineering Division  
Reviewed  
rburkhill 06/18/2025

Attachment: COMMENTS 2025.06.18) MVR 2 - LUMA\_ Existing Conditions and Vicinity Map

**Planning Commission Staff Report**  
**Meeting Date: July 16, 2025**



**Agenda Topic**

Public hearing, review, and recommendation on a proposed Land Use Map Amendment, known as Meadow View Ranch (App #2), located at approximately 7058 N 5750 W, American Fork City. On approximately 25.37 acres, the property proposes to change from the Residential Low Density to the Residential Medium Density land use designation.

<b>BACKGROUND INFORMATION</b>		
Location:		7058 N 5750 W
Project Type:		Land Use Map Amendment
Applicants:		Tyler Horan
Existing Land Use:		Residential Low Density
Proposed Land Use:		Residential Medium Density
Surrounding Land Use:	North	Design Industrial
	South	Residential Low Density
	East	Design Industrial
	West	Residential Low Density
Existing Zoning:		Unincorporated Territory
Proposed Zoning:		N/A
Surrounding Zoning:	North	PI-1
	South	R-1-12000
	East	PI-1 and Unincorporated Territory
	West	Unincorporated Territory

**Background**

The applicant has applied for a proposed Land Use Map Amendment. The project looks to provide a residential medium density to the area. They are proceeding forward with a land use map amendment to change the current land use designations for an annexation coming down the road. A previous application has come through Planning Commission considering a larger area; the application has since been adjusted. In the past there has been interest in having residential uses north of 1100 South and west of 100 East with no further encroachment of Industrial Uses past those roads.





### **Chapter 17.11 Amendments**

This development code, and the zoning map adopted as a part thereof, may be amended from time to time by the city council, but all proposed amendments must first be submitted to the planning commission for its recommendation. The procedure to be followed in amending the code and map shall be as set forth below.

#### **Sec 17.11.101 Written Petition Required - City Initiated Amendments Permitted**

Any person seeking an amendment of the development code or zoning map shall submit to the planning commission a written petition designating the change desired and the reasons therefor, and shall pay a nonrefundable filing fee in an amount established by resolution of the city council. Amendments to the code and map may also be initiated by action of the planning commission or upon request of the city council.

#### **Sec 17.11.102 Planning Commission To Make Recommendations**

Upon receipt of the petition the planning commission shall consider the request and, subject to completion of a public hearing on the matter before the planning commission with public notice given in accordance with the provisions of Section 17.11.103, shall submit its recommendations with respect thereto to the city council.

#### **Sec 17.11.103 Planning Commission To Conduct Public Hearing Before Recommending Amendments - Notice Of Hearing To Be Provided**

1. No ordinance approving an amendment to the official zone map or text of the development code, or approving a large scale development project may be enacted by the city council unless and until a public hearing relating to the proposed ordinance shall have been conducted by the planning commission.
2. Notice of the date, time and place of the first public hearing regarding a proposed amendment to the official zone map, text of the development code or ordinance of approval of a large scale development project shall be given at least 10 calendar days before the public hearing as follows:
  1. Published on the Utah Public Notice Website;
  2. Posted in at least three public locations within the city, or on the city's official website; and
  3. Mailed to each affected entity.



### **Sec 17.11.104 Amendments To Be Adopted By Council - Notice Required**

1. The city council, at a public meeting called for the purpose, shall consider each proposed amendment to the official zone map, text of the development code, or ordinance of approval for a large scale development recommended to it by the planning commission and may act to adopt or reject the amendment or ordinance of approval as recommended by the planning commission or adopt the amendment after making any revision the city council considers appropriate.
2. Notice of the public meeting at which the city council will consider a proposed amendment or ordinance of approval shall be given at least twenty-four hours before the meeting, which notice shall, as a minimum, be posted in at least three public places within the city; or on the city's official website.

### **Sec 17.11.105 Amendments To Be Adopted By Ordinance - Public Notice Of Adoption**

All amendments to the code and map shall be adopted, published and recorded in accordance with the applicable provisions of UCA 10-3-701 et seq.

### **17.11.200 Intent With Respect To Amendments**

All amendments to this code and zone map shall be made in accordance with the general plan of land use. It is hereby declared to be public policy that this code shall not be amended unless it can be shown that changed or changing conditions make the proposed amendment reasonably necessary to the promotion of the purposes of this code.

### **Project Conditions of Approval**

1. N/A

### **Findings of Fact**

1. The Land Use Map Amendment process MEETS the requirements of Section 17.11.

**Planning Commission Staff Report**  
**Meeting Date: July 16, 2025**



**Project Map**



**Standards Conditions of Approval**

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

**Planning Commission Staff Report**  
**Meeting Date: July 16, 2025**



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).



**Planning Commission Staff Report**  
**Meeting Date: July 16, 2025**

---

**Potential Motions – Land Use Map Amendment**

**Approval**

I move to recommend approval for the proposed Land Use Map Amendment, located at approximately 7058 N 5750 W, American Fork City, from the Residential Low Density designation to the Residential Medium Density land use designation, subject to any conditions found in the staff report.

**Denial**

I move to recommend denial for the proposed Land Use Map Amendment, located at located at approximately 7058 N 5750 W, American Fork City, from the Residential Low Density designation to the Residential Medium Density land use designation.

**Table**

I move to table action for the proposed Land Use Map Amendment, located at approximately 7058 N 5750 W, American Fork City, from the from the Residential Low Density designation to the Residential Medium Density land use designation, and instruct staff/developer to.....



## RESOLUTION NO.

### **A RESOLUTION APPROVING A LAND USE MAP AMENDMENT LOCATED IN THE VICINITY OF 7058 N 5750 W, FROM THE RESIDENTIAL LOW DENSITY TO THE RESIDENTIAL MEDIUM DENSITY.**

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

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

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

**WHEREAS**, the Planning Commission has reviewed the proposed amendment to the Land Use Element, advertised and held a public hearing thereon, duly considered the comments received at the hearing, and

**WHEREAS**, the City Council has reviewed the request further, all in accordance with Utah State law.

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

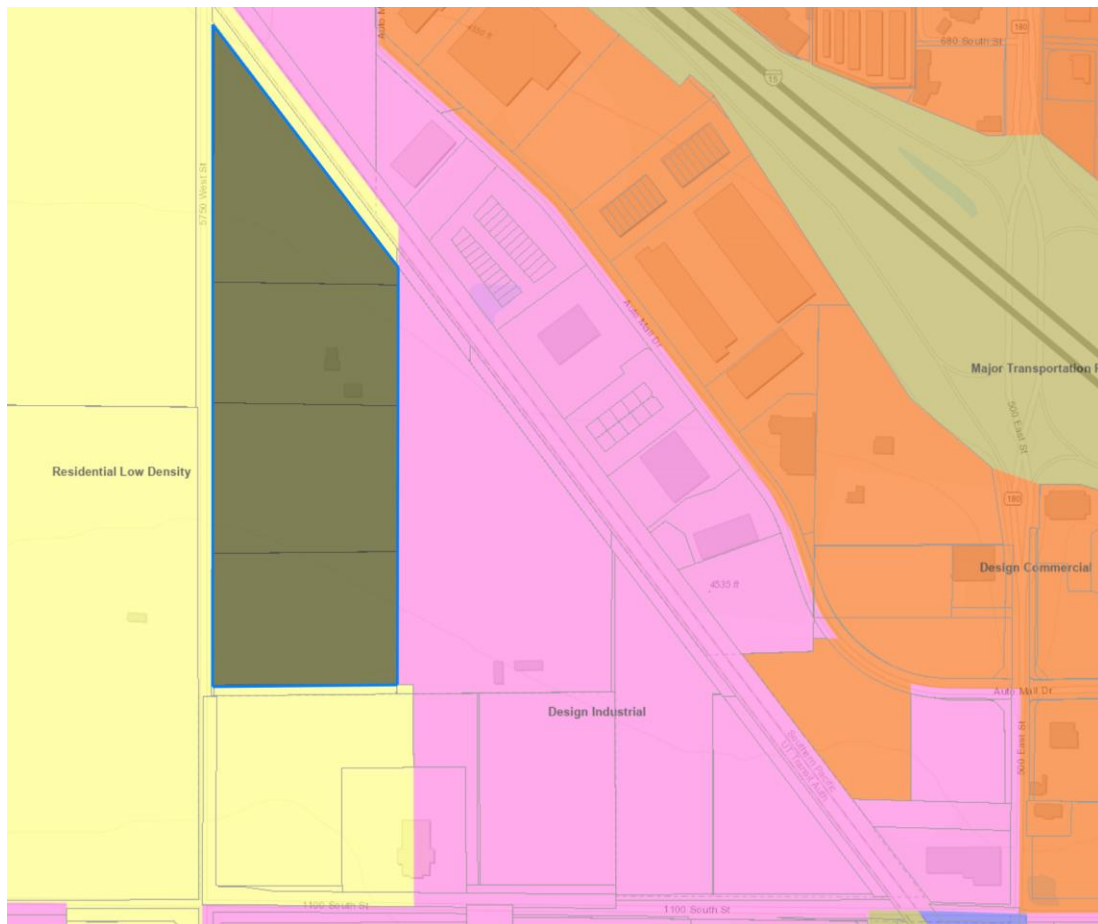
**SECTION 1.** That certain map entitled AMERICAN FORK CITY - LAND USE PLAN is hereby amended to show that the parcels located in the vicinity of 7058 N 5750 W, from the Residential Low Density to the Residential Medium Density as shown in Exhibit A below. Said change in designation is hereby adopted as an amendment to the Land Use Element of the General Plan of American Fork, Utah.

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



## Exhibit A

### Land Use Map



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

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

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2025.

---

Bradley J. Frost, Mayor

ATTEST:

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Terilyn Lurker, City Recorder

Attachment: Meadow View Ranch App #2 Resolution (Meadow View Ranch (App #2) - Land Use Map Amendment)

UNAPPROVED MINUTES  
07.16.2025

**AMERICAN FORK CITY**  
**PLANNING COMMISSION REGULAR SESSION**  
**July 16th, 2025**

The American Fork City Planning Commission met in a regular session on July 16th, 2025 at the American Fork City Hall, 31 North Church Street, commencing at 6:00 p.m.

Commissioners Present: Christine Anderson, Chris Christiansen, Bruce Frandsen, Rodney Martin, Harold Dudley

Commissioners Absent: David Bird, Geoff Dupaix

Staff Present:

Ben Hunter	City Engineer
Cody Opperman	Planner II
Annalisa Reed	Planner

Others Present: Pharis Blackhurst, Gary Maxwell, Camille Maxwell, Meghan Chachra, Michael Villarreal, Janice Sedita, Allison Galleyho, Tyler Horan, Nathan Horan, Dee Long, Diana Long, Kobe Freeman

**REGULAR SESSION**

**Christine Anderson led the “Pledge of Allegiance”**

**Roll Call**

**COMMON CONSENT AGENDA**

- 1. Minutes of the June 16th, 2025 Planning Commission Regular Session.**

**Rodney Martin motioned to approve the Common Consent agenda.**

**Harold Dudley seconded the motion.**

UNAPPROVED MINUTES  
07.16.2025

**Voting was as follows:**

<b>Christine Anderson</b>	<b>Abstain</b>
<b>Chris Christiansen</b>	<b>AYE</b>
<b>Bruce Frandsen</b>	<b>AYE</b>
<b>Harold Dudley</b>	<b>AYE</b>
<b>Rodney Martin</b>	<b>AYE</b>

**The motion passed**

**PUBLIC HEARINGS**

- a. Public hearing, review, and recommendation on a proposed Land Use Map Amendment, known as Meadow View Ranch (App #2), located at approximately 7058 N 5750 W, American Fork City. On approximately 25.37 acres, the property proposes to change from the Residential Low Density to the Residential Medium Density land use designation.**

Cody Opperman noted that the application had previously been reviewed by the commission. The revised proposal continues to seek a residential medium density designation, though the overall acreage has been reduced. Cody presented architectural elevations and a conceptual site design featuring townhomes on the northeastern portion and single-family homes elsewhere on the property. The applicant is exceeding required parking minimums. Cody clarified that the presented design is conceptual and not subject to approval at this stage, but is intended to inform the Planning Commission's decision. The proposed layout includes approximately five to six dwelling units per acre.

Tyler Horan with White Horse Land provided further details. In response to earlier feedback, the applicant aimed to clarify their interpretation of "medium density" and offer a clearer picture of the proposed development. They anticipate completing most surrounding road and infrastructure work before beginning construction, which they hope will mitigate traffic concerns.

Rodney Martin inquired about the number of access points for the property.

Commissioner Bruce Frandsen asked about parking dimensions for both single-family homes and townhomes. Tyler responded that the single-family residences would feature 25-foot driveways and may include three-car garages. He also stated that visitor parking would exceed city requirements, and lot configurations were designed to provide comfortable parking for residents.

## UNAPPROVED MINUTES

07.16.2025

Bruce then requested clarification on how the current application differs from the prior submission and whether the applicant intends to maintain a density of five to six units per acre. Tyler confirmed they are satisfied with the current plan and likely to adhere to the proposed density, while seeking flexibility through the medium density land use designation.

Commissioner Christine Anderson asked about a letter included in the applicant's packet. Tyler explained that his goal is to promote home ownership and provide opportunities for individuals and families to reside long-term in American Fork.

### **Public Hearing Open**

Pharis Blackhurst, a resident living directly across from the proposed development, expressed concern about potential changes to the area, specifically increased traffic. He noted that access to the eastern side of the city is limited to only two or three arterial roads, which are also heavily used by employees and delivery vehicles. He believes the roads are undersized and pose potential public safety risks. While acknowledging that development may be inevitable, he indicated that further expansion is not desirable. He asked whether traffic studies had been conducted and encouraged the Planning Commission to visit the area to see the issues firsthand. Commissioner Christine Anderson stated that Ben Hunter would address traffic-related questions following public comment.

Dee Long shared similar concerns, supporting the proposal only if it remains at five units per acre. He acknowledged the need for housing and accepted that change is unavoidable but felt that higher density is unnecessary. He also mentioned that businesses currently park along roadways, compounding traffic issues.

Pharis Blackhurst requested to add another comment and emphasized that railroad activity, including the FrontRunner tracks crossing public roads, contributes to traffic problems.

Diane Long asked whether street widths are affected by zoning designation. She stated that existing roads are already narrow, and increasing residential density would exacerbate traffic concerns, which she identified as the primary issue.

### **Public Hearing Closed**

Ben Hunter addressed public concerns regarding road traffic and current closures. He stated that current road closures are expected to reopen by the following day. A formal traffic study will not be required until a development application is officially submitted. Generally speaking, he noted

## UNAPPROVED MINUTES

07.16.2025

that road improvements are possible. Specifically, 100 West and 500 East, classified as minor collector roads, will be updated alongside the development. However, changes to the nearby railroad are less likely due to stringent regulations from its owners.

Cody Opperman clarified that the proposal under review is an initial step in the development process and the property in question has not yet been annexed into the city.

Tyler Horan reaffirmed Ben Hunter's remarks and added that a preliminary traffic study had been conducted. The study indicated that the city's master transportation plans could accommodate both the current proposal and a previously proposed higher-density version. He also noted the potential dedication of land for road widening to support the development, which he believes would benefit the broader community.

Commissioner Bruce Frandsen commented that traffic in the southern part of the city is an ongoing issue that the city should continue to evaluate. He disclosed personal interest in the project and announced his intention to abstain from voting.

Christine Anderson acknowledged that, given the extensive construction in the area this week, traffic is a sensitive topic. She identified two pressing citywide challenges: the need for improved roads and affordable housing. She commended the developer for their commitment to providing housing that contributes to affordability and triggers needed road expansions. In her view, this development could help address both problems.

Commissioner Chris Christiansen expressed his appreciation for the proposed concept, understanding that it is not formally approved at this time. He praised the developer's responsiveness to feedback and their willingness to adjust, and he voiced hope that the project would help alleviate some community concerns regarding traffic.

Rodney Martin reflected on the difficulty of balancing infrastructure needs with development. He noted that cities often rely on developers to build out supporting infrastructure and expressed gratitude for the cooperative approach taken by the applicant.

Christine Anderson emphasized the value of compromise in this proposal, where a slightly increased density may result in significantly improved roads for the community.

Christine also questioned whether Bruce Frandsen could vote on the item. Cody Opperman responded that, since Frandsen neither owns the property nor represents the developer, he may decide for himself whether to participate in the vote.

Commissioner Harold Dudley supported prior comments and added that state and other governmental regulations complicate the development process. He shared that having children entering the housing market has given him a greater understanding of the demand for additional housing.

Ben Hunter concluded by discussing development impact fees and the legal requirements for road improvements under state and local regulations.



## UNAPPROVED MINUTES

07.16.2025

**Chris Christiansen moved to recommend approval for the proposed Land Use Map Amendment, located at approximately 7058 N 5750 W, American Fork City, from the Residential Low-Density designation to the Residential Medium Density land use designation, subject to any conditions found in the staff report**

**Harold Dudley seconded the motion.**

Harold clarified that this is a recommendation for approval and that this property is not annexed, as this is the first step that would need to be done upon annexation.

**Voting was as follows:**

<b>Christine Anderson</b>	<b>AYE</b>
<b>Chris Christiansen</b>	<b>AYE</b>
<b>Bruce Frandsen</b>	<b>Abstain</b>
<b>Harold Dudley</b>	<b>AYE</b>
<b>Rodney Martin</b>	<b>NAY</b>

**There were not enough votes or accordance to pass the motion.**

Christine asked if they could add any conditions. Cody explained that as this is a land use map amendment and conditions could not be placed. The city council will be the determining factor, but the planning commission can make suggestions in their recommendation.

Bruce Frandsen mentioned that the proposed units to the acre are only about 20 homes more than the current zoning.

Chris Christiansen wanted to be on record saying that he thinks the development should stay under 6 units on the acre.

**Commissioner Rodney Martin moved to recommend approval for the proposed Land Use Map Amendment, located at approximately 7058 N 5750 W, American Fork City, from the Residential Low-Density designation to the Residential Medium Density land use**

## UNAPPROVED MINUTES

07.16.2025

designation, subject to any conditions found in the staff report, with the recommendation that the developer limits the density to the proposed 5.87 units to the acre.

Commissioner Chris Christiansen seconded the motion.

Christine Anderson	AYE
Chris Christiansen	AYE
Bruce Frandsen	AYE
Harold Dudley	AYE
Rodney Martin	NAY

The motion passed

- b. **Public hearing, review, and recommendation on a proposed Code Text Amendment, known as Off-Street Parking Standards, of the American Fork City Municipal Code. Amending Section 17.5.133, the Code Text Amendment plans to clarify the requirements for the surfacing of off-street parking by requiring a hard surface as recommended by a geotechnical engineer.**

Ben Hunter introduced a proposed code text amendment aimed at clarifying development requirements for parking lots. The amendment is intended to improve the durability of parking areas and enhance accessibility for emergency vehicles.

Commissioner Harold Dudley asked whether the new standards would apply to city-owned parks and whether storage spaces and storage lots would be included under the amendment.

Ben clarified that the amendment specifically applies to off-street parking, drive aisles, and maneuvering space. He further explained that any updates or changes to existing unpaved parking lots would be required to conform to the current code.

### **Public Hearing Open**



**REQUEST FOR COUNCIL ACTION  
CITY OF AMERICAN FORK  
AUGUST 12, 2025**

Department Public Works

Director Approval Sam Kelly

**AGENDA ITEM** Review and action on an ordinance approving a code text amendment, known as Off-Street Parking Standards, of the American Fork City Municipal Code. Amending Section 17.5.133, the code text amendment plans to clarify the requirements for the surfacing of off-street parking by requiring a hard surface as recommended by a geotechnical engineer.

**SUMMARY RECOMMENDATION**

The staff would recommend approval. The Planning Commission recommended approval of this project at the July 16, 2025 meeting.

**BACKGROUND**

Staff has initiated a Code Text Amendment to amend Section 17.5.133 of the American Fork City Municipal Code. The proposed amendment looks to clarify the requirements for the surfacing of off-street parking by requiring a hard surface as recommended by a geotechnical engineer.

**BUDGET IMPACT**

N/A

**SUGGESTED MOTION**

I move to approve the proposed Code Text Amendment, amending Section 17.5.133, titled Off-Street Parking Standards, relating to clarifying the requirements for the surfacing of off-street parking, and providing an effective date for the ordinance, with instructions to the city recorder to withhold publication of the ordinance subject to all conditions identified in the public record of the July 16, 2025, planning commission meeting have been met.

**SUPPORTING DOCUMENTS**

17.5.133 Off-Street Parking Standards - Redline (PDF)  
 17.5.133 Off-Street Parking Standards (PDF)  
 Off Street Parking 17.5.133 CTA\_07.16.2025 UNAPPROVED PC Meeting Minutes (PDF)  
 17.5.133 Off-Street Parking Standards (Word Doc) (DOCX)  
 Ordinance - 17.5.133 Off-Street Parking Standards Code Text Amendment(DOCX)

#### Sec 17.5.133 Off-Street Parking Standards

- A. Title. This section shall be entitled the Off-Street Parking Standards Ordinance of American Fork, Utah.
- B. Application of standards. Wherever the terms of the American Fork Development Code or other ordinance of the city require that off-street parking facilities be required in conjunction with a specific use or development project, the minimum number of spaces to be provided, the location of off-street parking facilities, vehicular access to and circulation within the parking area, the layout and design, and the landscape treatment of the areas designated for off-street parking shall conform to the terms of this section.
- C. Number of required parking spaces. The minimum number of off-street parking spaces required for a specific use shall be as set forth on the following schedule:
  - 1. Residential uses.
    - a) One-family dwelling: Two spaces per dwelling unit. All spaces shall be located on the same parcel as the dwelling. No portion of a front or side setback area adjacent to a street, including any portion thereof used as a driveway, shall be construed as part of the required off-street parking area.
    - b) Multiple family dwelling: Two spaces per dwelling unit, plus 0.25 spaces per dwelling unit for visitor parking. Visitor parking shall be evenly distributed throughout the project.
    - c) Long-term patient care facilities (assisted living centers, rest homes nursing homes): One space for each employee during the maximum care period, plus one space for each four patient rooms for visitors.
  - 2. Retail/service commercial uses.
    - a) General retail: Four and one-half spaces per one thousand square feet of gross floor area.
    - b) Personal care service: Two spaces per treatment station, but not less than four spaces per one thousand square feet of gross floor area.
    - c) Grocery: Five spaces per one thousand square feet of gross floor area.



- d) Retail shopping center projects (centers containing no cinema and not more than five percent dining space): Four and one-half spaces per one thousand square feet of gross floor area.
- e) Discount superstores: Five and one-half spaces per one thousand square feet of gross floor area. Areas intended for outside display and sales (garden areas) shall not be included in calculating compliance with the parking standard.
- f) Home improvement centers: Four and one-half spaces per one thousand square feet of gross floor area, not including areas for outside display and sales (garden areas). Areas intended for outside display and sales (garden areas) shall not be included in calculating compliance with the parking standard.
- g) Motor vehicle sales and service: The sum of the following:
  - 1. Three spaces per one thousand square feet of gross floor area used for display, sales and administration.
  - 2. One and one-half spaces per one thousand square feet of area used for warehouse of parts and materials.
  - 3. Four spaces per service bay.
- h) Car wash: Two spaces, plus one and one-half additional space for each two employees on highest shift.
- i) Retail and service commercial/warehouse: Four and one-half spaces per one thousand square feet for portion used for retail purposes, plus one space per one thousand square feet for the total floor area.
- j) Multi-tenant/strip commercial buildings: For any proposed multi-tenant/strip commercial building wherein the occupancy is unknown at the time of request for approval, parking requirements shall be calculated as follows:
  - 1. One-half of the gross floor area of the building at the rate of four and one-half spaces per one thousand square feet (general retail standard)
  - 2. One-half of the gross floor area of the building at the rate of twelve spaces per one thousand square feet of dining floor area (fast food restaurant standard).

In addition, the city may require a written agreement with the city to the effect that the amount of floor area devoted to restaurant use will not exceed the amount identified on the approved plan.

3. Office and business uses.

- a) General business office—Fixed wall construction: Four spaces per one thousand square feet of gross floor area excluding portion devoted to stairs and elevator and open atrium spaces above the ground floor.
- b) Business office—Open wall/telemarketing and customer support center: The sum of the following:
  - 1. For portion of building having fixed-wall construction, four spaces per one thousand square feet of gross floor area excluding portion devoted to stairs and elevator and open atrium spaces above the ground floor.
  - 2. For open-wall portion of building, six spaces per one thousand square feet of open-wall area.
- c) Medical office: Four and one-half spaces per one thousand square feet of gross floor area.
- d) Medical clinics: Five spaces per one thousand square feet of gross floor area.
- e) Bank with drive-in: Five spaces per one thousand square feet of gross floor area.
- f) Office/warehouse: Four spaces per one thousand square feet used for office purpose, plus one space per one thousand square feet used for warehouse purpose, up to eighty percent of the total floor area.
- g) Light manufacturing: Five spaces per one thousand square feet used for office purpose, plus one space per work station or one space for each employee during the greatest shift, which ever is greater.

4. Food and beverage uses.

- a) Restaurant (sit-down): Whichever of the following is greater:

1. Twenty spaces per one thousand square feet of dining floor area; or
  2. One space for each three seats, plus one space per employee during the largest shift.
- b) Fast-food with sit-down and take-out: Twelve spaces per one thousand square feet of dining floor area. Where take-out window is included, the outside order and stacking lane shall provide an automobile stacking lane for not less than ten vehicles.
5. Public assembly uses.
- a) Churches (single session occupancy): One parking space for each three seats or seating spaces within the portion of the building used for assembly. In the instance where seating is by pews or benches, eighteen inches of bench length shall be considered as one seat.
  - b) Churches (overlapping session occupancy): Two times the number of spaces for single session occupancy.
  - c) Cinemas: One parking space for each three seats.
  - d) Elementary schools (students below minimum driver age):
    1. Parking. The sum of the following: One parking space for each teaching station, plus one space for each administrative and support employee, plus one space for each ten students.
    2. Student drop-off and pick-up. In addition to the off-street parking area, the layout of the school site shall include an area and facilities sufficient to accommodate anticipated student drop-off and pick-up by school bus and private vehicle.
  - e) Secondary schools (students above minimum driver age): The sum of the following: One parking space for each teaching station, plus one space for each administrative and support employee, plus one space for each three and one-half students.
6. Uses not specifically listed. For uses not identified in the above schedule, the number of off-street parking spaces shall be determined by the planning commission. The determination shall be based upon the requirements for the most comparable use listed, and/or that certain table entitled recommended parking ratio requirements set forth under part 3 p. 246 of that

certain book entitled Planning and Urban Design Standards, 2006 Edition, which is set out below, and/or upon an independent determination of parking demands for such uses in comparable locations, all at the discretion of the planning commission.

**RECOMMENDED PARKING RATIO REQUIREMENTS\***

Use	Parking Spaces Required	Comments
Residential		
Sleeping rooms	1 per unit or room plus 2 for owner/manager	
Commercial lodgings	1.25 per guest room, plus 10 per ksf restaurant lounge, plus 30 per ksf meeting/banquet room (<50 ksf per guest room) or 20 per ksf meeting/banquet room (>50 ksf per guest room)	Peak spaces for each component shown; use shared parking analysis to determine appropriate parking ratio for particular hotel <sup>3</sup>
Elderly housing, independent living	0.6 per dwelling unit	<sup>1</sup>
Elderly housing, assisted living	0.4 per dwelling unit	<sup>1</sup>
Group, convalescent, and nursing homes	1 per room	<sup>1</sup>
Day care center	0.35 per person (licensed capacity)	<sup>1</sup>



Hospital/medical center	0.4 per employee, plus 1 per 3 beds, plus 1 per 5 average daily outpatient treatments, plus 1 per 4 medical staff, plus 1 per student/faculty/staf f	
Retail/Service		
General retail (not in shopping center)	3.5 per ksf GFA**	
Grocery (freestanding)	6.0 per ksf GFA	<sup>1</sup>
Discount superstores/clubs (freestanding)	6.0 per ksf GFA	<sup>1</sup>
Home improvement superstores	5.0 per ksf GFA	<sup>1</sup>
Other heavy/hard goods (furniture, appliances, building materials, etc.)	3.0 per ksf GFA	<sup>1</sup>
Shopping centers	4.0 per ksf GLA up to 400 ksf, 4.0 to 4.5 per ksf GFA sliding scale between 400 and 600 ksf; 4.5 per ksf GLA over 600 ksf	With up to 10 percent GLA in dining/entertaining ; over 10 percent use shared parking analysis <sup>2</sup>
Personal care services	2 per treatment station but not less than 4.3 per ksf	
Coin-operated laundries	1 per 2 washing and drying machines	

Motor vehicle sales and service	2.7 per ksf GFA interior sales area, plus 1.5 ksf GFA interior or storage/display area, plus 2 per service bay	
Motor vehicle laundries	2, plus 1 per each 2 peak shift employees	
Food and Beverage		
Fine dining	21.5 per ksf GFA 3	
Casual restaurant (with bar)	22.5 per ksf GFA 3	
Family restaurant (without bar)	16.0 per ksf GFA 3	
Fast food	15.0 per ksf GFA 3	
Office and Business Services (3)		
General business offices suburban/low-rise	3.6 per ksf GFA <250 ksf, 3.35 per ksf GLA >250 ksf	<sup>1</sup>
Office downtown/mid-high-rise business center	3.0 per ksf GLA	<sup>1</sup>
Consumer service offices (freestanding)	4 per ksf GLA	<sup>1</sup>
Data processing/telemarketing/operation s	6.0 per ksf GFA	<sup>1</sup>
Medical offices (multitenant)	4.5 per ksf GFA	<sup>1</sup>

Clinic (medical offices with outpatient treatment; no overnight stays)	5.5 per ksf GFA	<sup>1</sup>	
Bank branch with drive-in	5.5 per ksf GFA	<sup>1</sup>	
Bank headquarters (with admin offices, etc.)	4.4 per ksf GFA	<sup>1</sup>	
Industrial/storage/wholesale utility	2 per ksf GFA		Add spaces as required for office, sales, or similar use when more than 10 percent GFA
Manufacturing/light industrial (single use)	1.5 per ksf		
Industrial park (multitenant or mix of service, warehouse)	2.0 per ksf	<sup>1</sup>	
Warehouse	0.7 per ksf GFA		
Mini-warehouse	0.25 per ksf GFA	<sup>1</sup>	
Governmental	As determined by zoning administrator		
Educational			
Elementary and secondary schools	0.35 per student	<sup>1</sup>	
College or university	Determined by parking study specific to subject institution		
Cultural/Recreational/Entertainment			
Public assembly	0.25 per person in permitted capacity		

Museum	1.5 per 1,000 annual visitors	<sup>1</sup>
Library	4.5 per ksf GFA	<sup>1</sup>
Religious centers	0.6 per seat	<sup>1</sup>
Cinemas	Single-screen: 0.5 per seat; Up to 5 screens: 0.33 per seat 50 to 10 screens: 0.3 per seat Over 10 screens: 0.27 per seat	<sup>3</sup>
Theaters (live performance)	0.4 per seat	<sup>3</sup>
Arenas and stadiums	0.33 per seat	<sup>3</sup>
Health clubs and recreational facilities	2 per player or 1 per 3 persons permitted capacity	<sup>3</sup>

7.

Source: Adopted from Transportation Planning Handbook, 2nd ed. Washington DC: Institute of Transportation Engineers, 1999, unless otherwise noted. \* All parking recommendations presented here should be considered in the context of local conditions, parking requirements, and other factors that may affect the actual number of parking spaces needed.

<sup>1</sup> Adopted from Parking Generation, 3rd ed. Washington DC: Institute of Transportation Engineers, 2004. <sup>2</sup> Adopted from Parking Requirements for Shopping Centers, 2nd ed. Washington DC: ULI-The Urban Land Institute and International Council of Shopping Centers, 1999. <sup>3</sup> Adopted from Shared Parking, 2nd ed. Washington DC: ULI-The Urban Land Institute and International Council of Shopping Centers, 2004.

D. Adjustments permitted.

1. The planning commission may recommend to the city council an increase or decrease to the number of off-street parking spaces herein specified upon a

finding, made following a study on the matter, that the use characteristics of the proposed use warrant adjustment. Provided, however, no reduction in the parking requirement shall be permitted based on the projected demand of the initial occupant of a new retail, office or similar use for which a subsequent change in tenancy to another user is probable.

2. After receiving a recommendation (positive or negative) from planning commission regarding the number of off-street parking spaces, the city council shall have the authority to increase or decrease the number of off-street parking spaces herein specified upon a finding, made following a study on the matter, that the use characteristics of the proposed use warrant adjustment. Provided, however, no reduction in the parking requirement shall be permitted based on the projected demand of the initial occupant of a new retail, office or similar use for which a subsequent change in tenancy to another user is probable.
- E. Exception to standard in downtown area. Notwithstanding the provisions of subsection C of this section, on street parking along the frontage of the project lot may be used to meet the required minimum number of off-street parking spaces required for a specific use within the "Downtown" area of the city, as shown in the figure below, subject to the following:



-

2. The proposed reconstruction or expansion will not reduce the number of off-street parking spaces along the frontage of the project lot, unless approved by the Development Services Director.
  3. The project shall install and/or replace all existing curb, gutter, & sidewalk along the frontage of the project lot in compliance with current city code.
  4. The project shall install and/or replace all parking islands and driveway approaches in compliance with current city code.
- F. Exception to off-street parking standard in the CC-1 Zone, excluding the Downtown Area. Notwithstanding the provisions of subsections C and E of this section, additional off-street parking spaces will be required as a condition of approval for any new construction, reconstruction of an existing building, or incidental expansion of any building in the CC-1 zone subject to either one of the following criteria:
1. Residential uses: Either of the following off-street parking calculations may be requested by the applicant and may be approved by the city council.
    - a) Two spaces per dwelling unit, plus 0.25 spaces per dwelling unit for visitor parking. Visitor parking shall be evenly distributed throughout the project. However, if any of the conditions found in Table A of this subsection apply, the City Council may, after review and recommendation (positive or negative) from the Planning Commission, decrease the required number of off-street parking spaces as shown. The visitor parking requirement shall not be affected by this reduction and remains at 0.25 spaces per dwelling unit. Under no circumstance shall the per-unit parking requirement drop below 1.75 spaces per dwelling unit, accept as referenced in 17.5.133(D). Table A

Condition	Parking Reduction Per Dwelling Unit
Bike Room <sup>1</sup>	0.05
Grocery Store <sup>2</sup>	0.10
Off-Site Parking <sup>3</sup>	0.15
Transit <sup>4</sup>	0.15

Public<sup>5</sup>  
Agency/HUD Up to 0.15

Definitions:

<sup>1</sup> - Bike Room: A secured bike room of sufficient size to accommodate a minimum of one bicycle per dwelling unit shall be located within the structure. In the event of a multi-structure project each building shall have a secured bike room of sufficient size to accommodate a minimum of one bicycle per dwelling unit in the building. The applicant can opt to either (1) show how the required number of bicycles is accommodated in the room or (2) provide a minimum of 40 square feet per bicycle in the room.

<sup>2</sup> – Grocery Store: The location of the grocery store shall be less than 1320 feet walking distance from the main entrance of the most distant dwelling unit in the project.

<sup>3</sup> – Off-Site Parking: Additional public or shared parking shall be located less than 1320 feet walking distance from the main entrance of the most distant dwelling unit in the project. Parking equivalent to the 0.15 space per dwelling unit reduction shall be secured via agreement with the property owner and recorded. A parking study shall accommodate the agreement so that it can be ensured that the parking facility will not be overallocated.

<sup>4</sup> – Transit: The stop location of the high-capacity transit line (light rail, “Trax”, heavy rail, “FrontRunner”, streetcar, high-capacity Bus Rapid Transit, “BRT”) shall be less than 1320 feet walking distance from the main entrance of the most distant dwelling unit in the project.

<sup>5</sup>- Public Agency/HUD: Projects that are owned and operated by a public agency or have received a subsidy by HUD or other public agency may be eligible for a reduction of up to 0.15 stalls per unit upon a study that a reduction is warranted.

e)

d) Parking shall be required per unit size as depicted in Table B of this subsection, plus 0.25 spaces per dwelling unit for visitor parking. Visitor parking shall be evenly distributed throughout the project. The

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visitor parking requirement shall not be affected by this reduction and remains at 0.25 spaces per dwelling unit. Under no circumstance shall the per-unit parking requirement including visitor parking drop below 1.75 spaces per dwelling unit, accept as referenced in 17.5.133(D). Table B

<b>Unit Size</b>	<b>Parking Requirement Per Unit</b> (Add 0.25 for visitor parking per unit to derive the aggregated requirement.)
0-350 square feet	1.50
351-600 square feet	1.75
Above 600 square feet	2.00

e)

G. Location of off-street parking areas. All off-street parking areas shall be located on the same parcel as the use intended to served thereby, except that for uses other than dwellings, the planning commission may approve the placement of some of the required parking spaces on adjacent lands, upon a finding that:

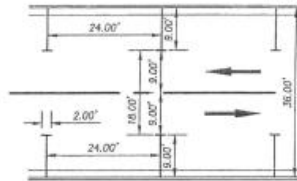
1. The use is part of a combined parking facility as authorized under subsection I.1 of this section, and
2. The location of the proposed off-site spaces are reasonable and conveniently accessible to the use they are intended to serve.

H. Parking space and driveway dimension requirements and parking lot layout requirements. All parking spaces, access driveway and the layout of parking lot areas shall conform to the typical design standards, set forth below.

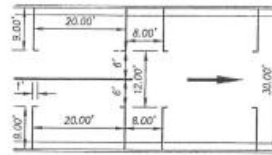
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# CITY STANDARD - PARKING MODULE DIMENSIONS

## PARALLEL PARKING



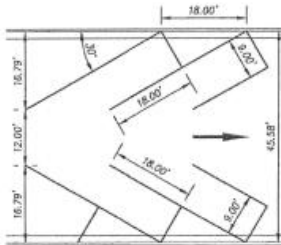
TWO-WAY TRAFFIC (SINGLE-LINE PAINTING)



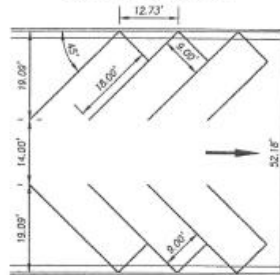
ONE-WAY TRAFFIC (DOUBLE-LINE PAINTING)

\*EITHER PAINTING OPTION MAY BE USED WITH ONE OR TWO-WAY TRAFFIC

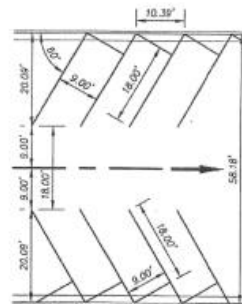
## ANGLE PARKING



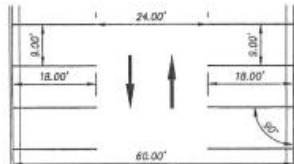
30° ANGLE PARKING - ONE WAY AISLE  
(SEE 18' PARKING STALL NOTE)



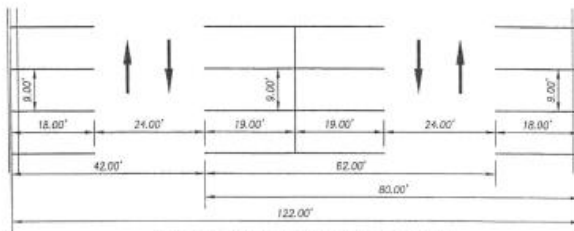
45° ANGLE PARKING - ONE-WAY AISLE  
(SEE 18' PARKING STALL NOTE)



60° ANGLE PARKING  
(ONE-WAY DRIVE AISLE)  
(SEE 18' PARKING DIMENSION NOTE BELOW)



90° ANGLE PARKING (ONE-WAY DRIVE AISLE)  
(SEE 18' PARKING DIMENSION NOTE BELOW)



90° ANGLE PARKING (TWO-WAY DRIVE AISLE)  
(“NOSE TO NOSE” PARKING IS 19’, “CURB OVERHAND” PARKING IS 18’)

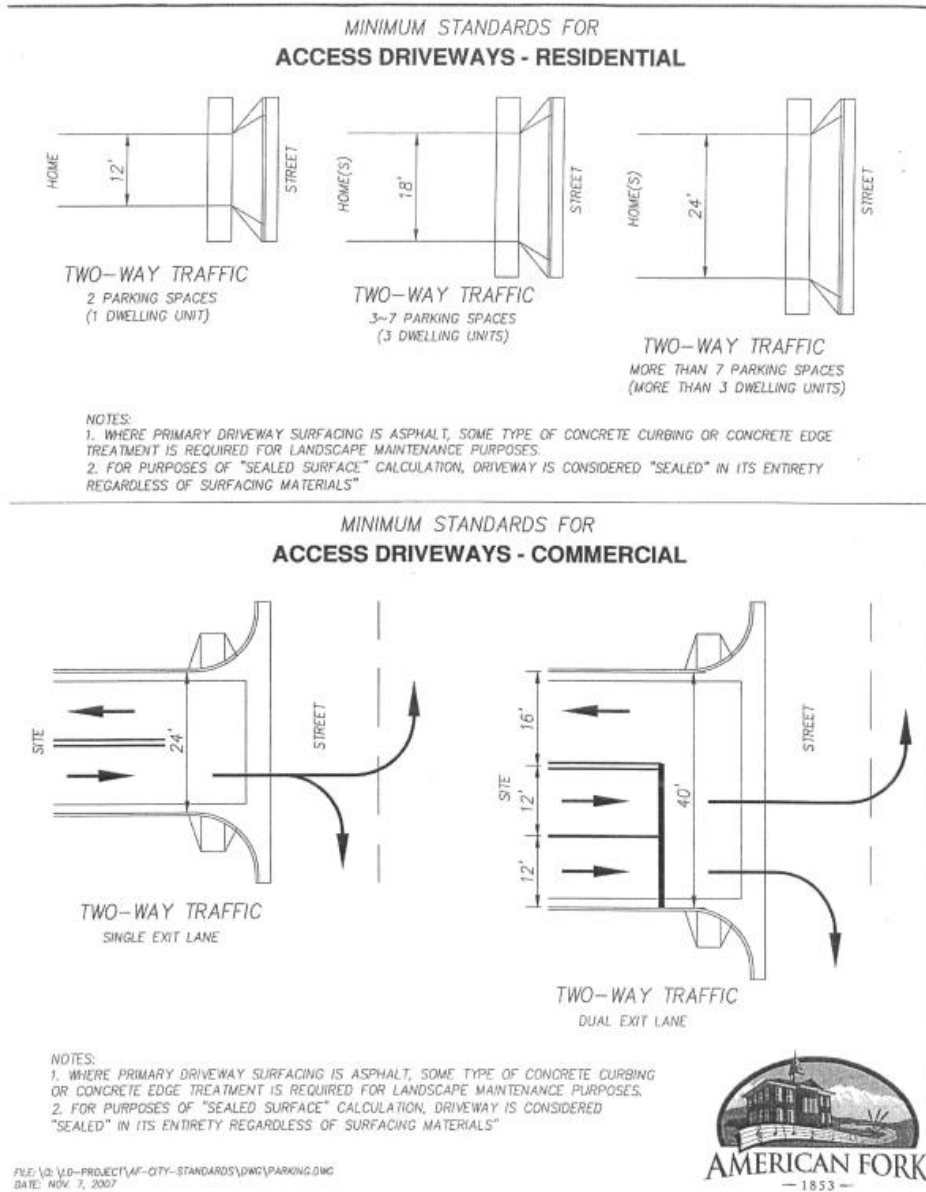
NOTE: 18' DIMENSION SHALL BE INCREASED TO 19' WHERE THE PARKING DOES NOT OVERHANG A LOW CURB WHICH ALLOWS ROOM FOR VEHICLE OVERHANG. WITH INCREASE IN PARKING LENGTH, MINIMUM DRIVE AISLE WIDTH OF 12' SHALL BE MAINTAINED.

ALL PARKING STALLS ARE SHOWN WITH CURB AND GUTTER - DIMENSIONING IS FROM FACE OF CURB TO FACE OF CURB

AISLE WIDTHS SHALL INCREASE PER THE INTERNATIONAL FIRE CODE WHERE NECESSARY FOR FIRE PROTECTION







- I. Parking areas to be located in the same zone district as primary use. Off-street parking and loading space which is required in connection with a particular use

shall constitute a portion of the use and shall not be permitted to extend into an adjacent zone district unless specifically permitted within the adjacent zone district.

J. Combined parking areas and shared parking arrangements authorized—Conditions.

1. Combined parking authorized. The off-street parking for a project containing two or more adjacent buildings or uses may be combined, provided that the total number of spaces shall be not less than the sum of the requirements for each of the individual uses and that the area devoted to off-street parking area is part of the common amenities of the project and/or the right of use and access to the combined parking area by all uses within the project is assured through reciprocal cross-easements and agreements and/or other legal documents which prohibit the reservation of a portion of the off-street parking area to a specific owner or tenant and which establish responsibility for maintenance thereof.
2. Shared parking arrangements authorized. The off-street parking for a development project containing a variety of uses having different parking demand characteristics and time-of-day demand may be combined, subject to the following:
  - a) The total number of spaces shall be sufficient to meet the maximum time-of-day requirement for the project (as determined by the city).
  - b) The area devoted to off-street parking shall be part of the common amenities of the project and/or the right of use and access to the combined parking area by all uses within the project is assured through reciprocal cross-easements and agreements and/or other legal documents which prohibit the reservation of a portion of the off-street parking area by a specific owner or tenant and which establish responsibility for maintenance thereof.
  - c) The location and design of the parking areas within the project area shall provide an adequate number of spaces in the proximity of the use intended to be served.

e)K. Parking area to have hard surface. All off-street parking stalls, loading spaces, maneuvering areas, and driving aisles shall be paved with asphalt, concrete, paving stone, or masonry to a sufficient thickness to withstand repeated vehicular traffic, or based on a geotechnical evaluation by a licensed geotechnical

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engineer. Where this requirement may conflict with any other parking requirement, the more stringent shall prevail.

(Ord. No. 2015-10-67, pts. I (§§ 1—3), II, 10-27-2015)

#### HISTORY

*Amended by Ord. [2020-07-35](#) on 7/14/2020*

*Amended by Ord. [2021-12-61](#) on 12/14/2021*

*Amended by Ord. [2022-04-18](#) on 4/26/2022*

### Sec 17.5.133 Off-Street Parking Standards

- A. Title. This section shall be entitled the Off-Street Parking Standards Ordinance of American Fork, Utah.
- B. Application of standards. Wherever the terms of the American Fork Development Code or other ordinance of the city require that off-street parking facilities be required in conjunction with a specific use or development project, the minimum number of spaces to be provided, the location of off-street parking facilities, vehicular access to and circulation within the parking area, the layout and design, and the landscape treatment of the areas designated for off-street parking shall conform to the terms of this section.
- C. Number of required parking spaces. The minimum number of off-street parking spaces required for a specific use shall be as set forth on the following schedule:
  - 1. Residential uses.
    - a) One-family dwelling: Two spaces per dwelling unit. All spaces shall be located on the same parcel as the dwelling. No portion of a front or side setback area adjacent to a street, including any portion thereof used as a driveway, shall be construed as part of the required off-street parking area.
    - b) Multiple family dwelling: Two spaces per dwelling unit, plus 0.25 spaces per dwelling unit for visitor parking. Visitor parking shall be evenly distributed throughout the project.
    - c) Long-term patient care facilities (assisted living centers, rest homes nursing homes): One space for each employee during the maximum care period, plus one space for each four patient rooms for visitors.
  - 2. Retail/service commercial uses.
    - a) General retail: Four and one-half spaces per one thousand square feet of gross floor area.
    - b) Personal care service: Two spaces per treatment station, but not less than four spaces per one thousand square feet of gross floor area.
    - c) Grocery: Five spaces per one thousand square feet of gross floor area.

- d) Retail shopping center projects (centers containing no cinema and not more than five percent dining space): Four and one-half spaces per one thousand square feet of gross floor area.
- e) Discount superstores: Five and one-half spaces per one thousand square feet of gross floor area. Areas intended for outside display and sales (garden areas) shall not be included in calculating compliance with the parking standard.
- f) Home improvement centers: Four and one-half spaces per one thousand square feet of gross floor area, not including areas for outside display and sales (garden areas). Areas intended for outside display and sales (garden areas) shall not be included in calculating compliance with the parking standard.
- g) Motor vehicle sales and service: The sum of the following:
  - 1. Three spaces per one thousand square feet of gross floor area used for display, sales and administration.
  - 2. One and one-half spaces per one thousand square feet of area used for warehouse of parts and materials.
  - 3. Four spaces per service bay.
- h) Car wash: Two spaces, plus one and one-half additional space for each two employees on highest shift.
- i) Retail and service commercial/warehouse: Four and one-half spaces per one thousand square feet for portion used for retail purposes, plus one space per one thousand square feet for the total floor area.
- j) Multi-tenant/strip commercial buildings: For any proposed multi-tenant/strip commercial building wherein the occupancy is unknown at the time of request for approval, parking requirements shall be calculated as follows:
  - 1. One-half of the gross floor area of the building at the rate of four and one-half spaces per one thousand square feet (general retail standard)
  - 2. One-half of the gross floor area of the building at the rate of twelve spaces per one thousand square feet of dining floor area (fast food restaurant standard).



In addition, the city may require a written agreement with the city to the effect that the amount of floor area devoted to restaurant use will not exceed the amount identified on the approved plan.

3. Office and business uses.

- a) General business office—Fixed wall construction: Four spaces per one thousand square feet of gross floor area excluding portion devoted to stairs and elevator and open atrium spaces above the ground floor.
- b) Business office—Open wall/telemarketing and customer support center: The sum of the following:
  - 1. For portion of building having fixed-wall construction, four spaces per one thousand square feet of gross floor area excluding portion devoted to stairs and elevator and open atrium spaces above the ground floor.
  - 2. For open-wall portion of building, six spaces per one thousand square feet of open-wall area.
- c) Medical office: Four and one-half spaces per one thousand square feet of gross floor area.
- d) Medical clinics: Five spaces per one thousand square feet of gross floor area.
- e) Bank with drive-in: Five spaces per one thousand square feet of gross floor area.
- f) Office/warehouse: Four spaces per one thousand square feet used for office purpose, plus one space per one thousand square feet used for warehouse purpose, up to eighty percent of the total floor area.
- g) Light manufacturing: Five spaces per one thousand square feet used for office purpose, plus one space per work station or one space for each employee during the greatest shift, which ever is greater.

4. Food and beverage uses.

- a) Restaurant (sit-down): Whichever of the following is greater:

1. Twenty spaces per one thousand square feet of dining floor area; or
  2. One space for each three seats, plus one space per employee during the largest shift.
- b) Fast-food with sit-down and take-out: Twelve spaces per one thousand square feet of dining floor area. Where take-out window is included, the outside order and stacking lane shall provide an automobile stacking lane for not less than ten vehicles.
5. Public assembly uses.
- a) Churches (single session occupancy): One parking space for each three seats or seating spaces within the portion of the building used for assembly. In the instance where seating is by pews or benches, eighteen inches of bench length shall be considered as one seat.
  - b) Churches (overlapping session occupancy): Two times the number of spaces for single session occupancy.
  - c) Cinemas: One parking space for each three seats.
  - d) Elementary schools (students below minimum driver age):
    1. Parking. The sum of the following: One parking space for each teaching station, plus one space for each administrative and support employee, plus one space for each ten students.
    2. Student drop-off and pick-up. In addition to the off-street parking area, the layout of the school site shall include an area and facilities sufficient to accommodate anticipated student drop-off and pick-up by school bus and private vehicle.
  - e) Secondary schools (students above minimum driver age): The sum of the following: One parking space for each teaching station, plus one space for each administrative and support employee, plus one space for each three and one-half students.
6. Uses not specifically listed. For uses not identified in the above schedule, the number of off-street parking spaces shall be determined by the planning commission. The determination shall be based upon the requirements for the most comparable use listed, and/or that certain table entitled recommended parking ratio requirements set forth under part 3 p. 246 of that

certain book entitled Planning and Urban Design Standards, 2006 Edition, which is set out below, and/or upon an independent determination of parking demands for such uses in comparable locations, all at the discretion of the planning commission.

#### RECOMMENDED PARKING RATIO REQUIREMENTS\*

Use	Parking Spaces Required	Comments
Residential		
Sleeping rooms	1 per unit or room plus 2 for owner/manager	
Commercial lodgings	1.25 per guest room, plus 10 per ksf restaurant lounge, plus 30 per ksf meeting/banquet room (<50 ksf per guest room) or 20 per ksf meeting/banquet room (>50 ksf per guest room)	Peak spaces for each component shown; use shared parking analysis to determine appropriate parking ratio for particular hotel <sup>3</sup>
Elderly housing, independent living	0.6 per dwelling unit	<sup>1</sup>
Elderly housing, assisted living	0.4 per dwelling unit	<sup>1</sup>
Group, convalescent, and nursing homes	1 per room	<sup>1</sup>
Day care center	0.35 per person (licensed capacity)	<sup>1</sup>

Hospital/medical center	0.4 per employee, plus 1 per 3 beds, plus 1 per 5 average daily outpatient treatments, plus 1 per 4 medical staff, plus 1 per student/faculty/staf f	
Retail/Service		
General retail (not in shopping center)	3.5 per ksf GFA**	
Grocery (freestanding)	6.0 per ksf GFA	<sup>1</sup>
Discount superstores/clubs (freestanding)	6.0 per ksf GFA	<sup>1</sup>
Home improvement superstores	5.0 per ksf GFA	<sup>1</sup>
Other heavy/hard goods (furniture, appliances, building materials, etc.)	3.0 per ksf GFA	<sup>1</sup>
Shopping centers	4.0 per ksf GLA up to 400 ksf, 4.0 to 4.5 per ksf GFA sliding scale between 400 and 600 ksf; 4.5 per ksf GLA over 600 ksf	With up to 10 percent GLA in dining/entertaining ; over 10 percent use shared parking analysis <sup>2</sup>
Personal care services	2 per treatment station but not less than 4.3 per ksf	
Coin-operated laundries	1 per 2 washing and drying machines	

	2.7 per ksf GFA interior sales area, plus 1.5 ksf GFA interior or storage/display area, plus 2 per service bay	
Motor vehicle sales and service		
	2, plus 1 per each 2 peak shift employees	
Motor vehicle laundries		
Food and Beverage		
Fine dining	21.5 per ksf GFA	3
Casual restaurant (with bar)	22.5 per ksf GFA	3
Family restaurant (without bar)	16.0 per ksf GFA	3
Fast food	15.0 per ksf GFA	3
Office and Business Services (3)		
General business offices suburban/low-rise	3.6 per ksf GFA <250 ksf, 3.35 per ksf GLA >250 ksf	1
Office downtown/mid-high-rise business center	3.0 per ksf GLA	1
Consumer service offices (freestanding)	4 per ksf GLA	1
Data processing/telemarketing/operations	6.0 per ksf GFA	1
Medical offices (multitenant)	4.5 per ksf GFA	1



Clinic (medical offices with outpatient treatment; no overnight stays)	5.5 per ksf GFA	1	
Bank branch with drive-in	5.5 per ksf GFA	1	
Bank headquarters (with admin offices, etc.)	4.4 per ksf GFA	1	
Industrial/storage/wholesale utility	2 per ksf GFA		Add spaces as required for office, sales, or similar use when more than 10 percent GFA
Manufacturing/light industrial (single use)	1.5 per ksf		
Industrial park (multitenant or mix of service, warehouse)	2.0 per ksf	1	
Warehouse	0.7 per ksf GFA		
Mini-warehouse	0.25 per ksf GFA	1	
Governmental	As determined by zoning administrator		
Educational			
Elementary and secondary schools	0.35 per student	1	
College or university	Determined by parking study specific to subject institution		
Cultural/Recreational/Entertainment			
Public assembly	0.25 per person in permitted capacity		

Museum	1.5 per 1,000 annual visitors	<sup>1</sup>
Library	4.5 per ksf GFA	<sup>1</sup>
Religious centers	0.6 per seat	<sup>1</sup>
Cinemas	Single-screen: 0.5 per seat; Up to 5 screens: 0.33 per seat 50 to 10 screens: 0.3 per seat Over 10 screens: 0.27 per seat	<sup>3</sup>
Theaters (live performance)	0.4 per seat	<sup>3</sup>
Arenas and stadiums	0.33 per seat	<sup>3</sup>
Health clubs and recreational facilities	2 per player or 1 per 3 persons permitted capacity	<sup>3</sup>

## 7.

Source: Adopted from Transportation Planning Handbook, 2nd ed. Washington DC: Institute of Transportation Engineers, 1999, unless otherwise noted. \* All parking recommendations presented here should be considered in the context of local conditions, parking requirements, and other factors that may affect the actual number of parking spaces needed.

<sup>1</sup> Adopted from Parking Generation, 3rd ed. Washington DC: Institute of Transportation Engineers, 2004. <sup>2</sup> Adopted from Parking Requirements for Shopping Centers, 2nd ed. Washington DC: ULI-The Urban Land Institute and International Council of Shopping Centers, 1999. <sup>3</sup> Adopted from Shared Parking, 2nd ed. Washington DC: ULI-The Urban Land Institute and International Council of Shopping Centers, 2004.

## D. Adjustments permitted.

1. The planning commission may recommend to the city council an increase or decrease to the number of off-street parking spaces herein specified upon a

finding, made following a study on the matter, that the use characteristics of the proposed use warrant adjustment. Provided, however, no reduction in the parking requirement shall be permitted based on the projected demand of the initial occupant of a new retail, office or similar use for which a subsequent change in tenancy to another user is probable.

2. After receiving a recommendation (positive or negative) from planning commission regarding the number of off-street parking spaces, the city council shall have the authority to increase or decrease the number of off-street parking spaces herein specified upon a finding, made following a study on the matter, that the use characteristics of the proposed use warrant adjustment. Provided, however, no reduction in the parking requirement shall be permitted based on the projected demand of the initial occupant of a new retail, office or similar use for which a subsequent change in tenancy to another user is probable.
- E. Exception to standard in downtown area. Notwithstanding the provisions of subsection C of this section, on street parking along the frontage of the project lot may be used to meet the required minimum number of off-street parking spaces required for a specific use within the "Downtown" area of the city, as shown in the figure below, subject to the following:

1. The proposed project is located wholly within the designated downtown area as set forth on the following map.





2. The proposed reconstruction or expansion will not reduce the number of off-street parking spaces along the frontage of the project lot, unless approved by the Development Services Director.
  3. The project shall install and/or replace all existing curb, gutter, & sidewalk along the frontage of the project lot in compliance with current city code.
  4. The project shall install and/or replace all parking islands and driveway approaches in compliance with current city code.
- F. Exception to off-street parking standard in the CC-1 Zone, excluding the Downtown Area. Notwithstanding the provisions of subsections C and E of this section, additional off-street parking spaces will be required as a condition of approval for any new construction, reconstruction of an existing building, or incidental expansion of any building in the CC-1 zone subject to either one of the following criteria:
1. Residential uses: Either of the following off-street parking calculations may be requested by the applicant and may be approved by the city council.
    - a) Two spaces per dwelling unit, plus 0.25 spaces per dwelling unit for visitor parking. Visitor parking shall be evenly distributed throughout the project. However, if any of the conditions found in Table A of this subsection apply, the City Council may, after review and recommendation (positive or negative) from the Planning Commission, decrease the required number of off-street parking spaces as shown. The visitor parking requirement shall not be affected by this reduction and remains at 0.25 spaces per dwelling unit. Under no circumstance shall the per-unit parking requirement drop below 1.75 spaces per dwelling unit, accept as referenced in 17.5.133(D). Table A

<b>Condition</b>	<b>Parking Reduction Per Dwelling Unit</b>
Bike Room <sup>1</sup>	0.05
Grocery Store <sup>2</sup>	0.10
Off-Site Parking <sup>3</sup>	0.15
Transit <sup>4</sup>	0.15

Public<sup>5</sup>  
Agency/HUD Up to 0.15

Definitions:

<sup>1</sup> - Bike Room: A secured bike room of sufficient size to accommodate a minimum of one bicycle per dwelling unit shall be located within the structure. In the event of a multi-structure project each building shall have a secured bike room of sufficient size to accommodate a minimum of one bicycle per dwelling unit in the building. The applicant can opt to either (1) show how the required number of bicycles is accommodated in the room or (2) provide a minimum of 40 square feet per bicycle in the room.

<sup>2</sup> – Grocery Store: The location of the grocery store shall be less than 1320 feet walking distance from the main entrance of the most distant dwelling unit in the project.

<sup>3</sup> – Off-Site Parking: Additional public or shared parking shall be located less than 1320 feet walking distance from the main entrance of the most distant dwelling unit in the project. Parking equivalent to the 0.15 space per dwelling unit reduction shall be secured via agreement with the property owner and recorded. A parking study shall accommodate the agreement so that it can be ensured that the parking facility will not be overallocated.

<sup>4</sup> – Transit: The stop location of the high-capacity transit line (light rail, “Trax”, heavy rail, “FrontRunner”, streetcar, high-capacity Bus Rapid Transit, “BRT”) shall be less than 1320 feet walking distance from the main entrance of the most distant dwelling unit in the project.

<sup>5</sup>- Public Agency/HUD: Projects that are owned and operated by a public agency or have received a subsidy by HUD or other public agency may be eligible for a reduction of up to 0.15 stalls per unit upon a study that a reduction is warranted.

- c) Parking shall be required per unit size as depicted in Table B of this subsection, plus 0.25 spaces per dwelling unit for visitor parking. Visitor parking shall be evenly distributed throughout the project. The



visitor parking requirement shall not be affected by this reduction and remains at 0.25 spaces per dwelling unit. Under no circumstance shall the per-unit parking requirement including visitor parking drop below 1.75 spaces per dwelling unit, accept as referenced in 17.5.133(D). Table B

<b>Unit Size</b>	<b>Parking Requirement Per Unit</b> (Add 0.25 for visitor parking per unit to derive the aggregated requirement.)
0-350 square feet	1.50
351-600 square feet	1.75
Above 600 square feet	2.00

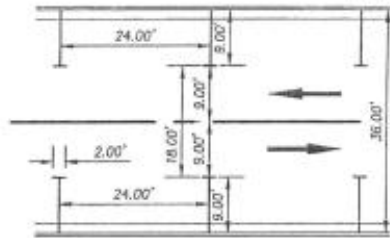
G. Location of off-street parking areas. All off-street parking areas shall be located on the same parcel as the use intended to served thereby, except that for uses other than dwellings, the planning commission may approve the placement of some of the required parking spaces on adjacent lands, upon a finding that:

1. The use is part of a combined parking facility as authorized under subsection I.1 of this section, and
2. The location of the proposed off-site spaces are reasonable and conveniently accessible to the use they are intended to serve.

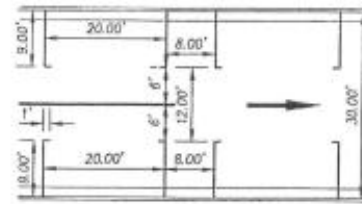
H. Parking space and driveway dimension requirements and parking lot layout requirements. All parking spaces, access driveway and the layout of parking lot areas shall conform to the typical design standards, set forth below.

# CITY STANDARD - PARKING MODULE DIMENSIONS

## PARALLEL PARKING



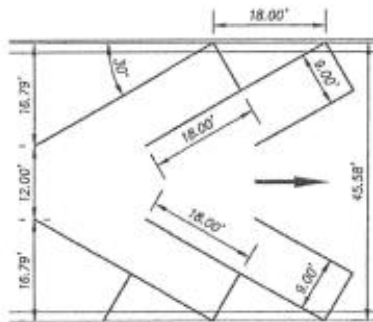
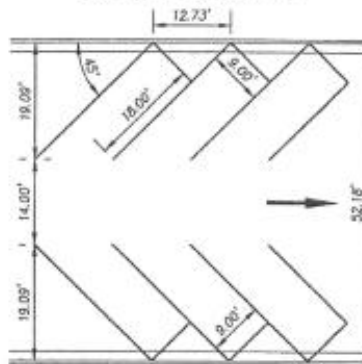
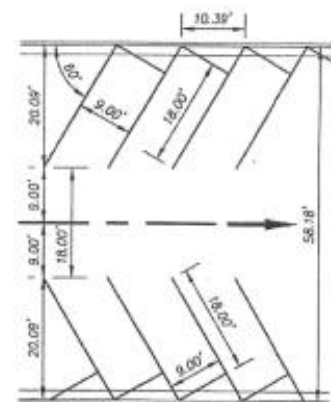
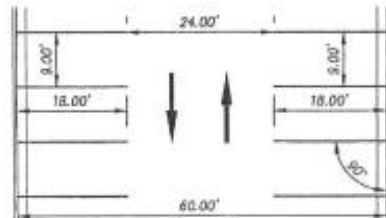
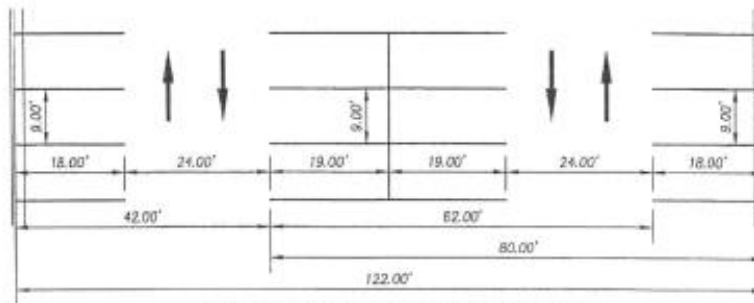
TWO-WAY TRAFFIC (SINGLE-LINE PAINTING)



ONE-WAY TRAFFIC (DOUBLE-LINE PAINTING)

\*EITHER PAINTING OPTION MAY BE USED WITH ONE OR TWO-WAY TRAFFIC

## ANGLE PARKING

30° ANGLE PARKING - ONE WAY AISLE  
(SEE 18' PARKING STALL NOTE)45° ANGLE PARKING - ONE-WAY AISLE  
(SEE 18' PARKING STALL NOTE)60° ANGLE PARKING  
(ONE-WAY DRIVE AISLE)  
(SEE 18' PARKING DIMENSION NOTE BELOW)90° ANGLE PARKING (ONE-WAY DRIVE AISLE)  
(SEE 18' PARKING DIMENSION NOTE BELOW)90° ANGLE PARKING (TWO-WAY DRIVE AISLE)  
(“NOSE TO NOSE” PARKING IS 19’, “CURB OVERHAND”  
PARKING IS 18’)

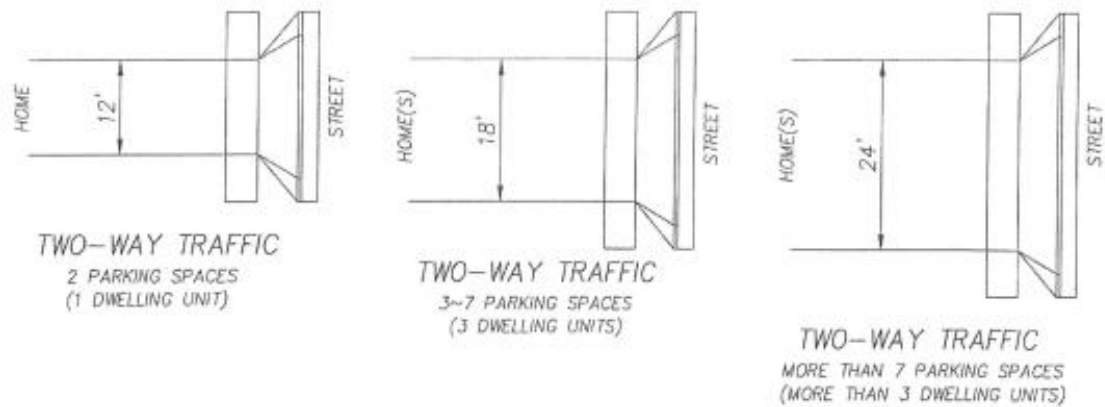
NOTE: 18' DIMENSION SHALL BE INCREASED TO 19' WHERE THE PARKING DOES NOT OVERHANG A LOW CURB WHICH ALLOWS ROOM FOR VEHICLE OVERHANG. WITH INCREASE IN PARKING LENGTH, MINIMUM DRIVE AISLE WIDTH OF 12' SHALL BE MAINTAINED.

ALL PARKING STALLS ARE SHOWN WITH CURB AND GUTTER - DIMENSIONING IS FROM FACE OF CURB TO FACE OF CURB

AISE WIDTHS SHALL INCREASE PER THE INTERNATIONAL FIRE CODE WHERE NECESSARY FOR FIRE PROTECTION



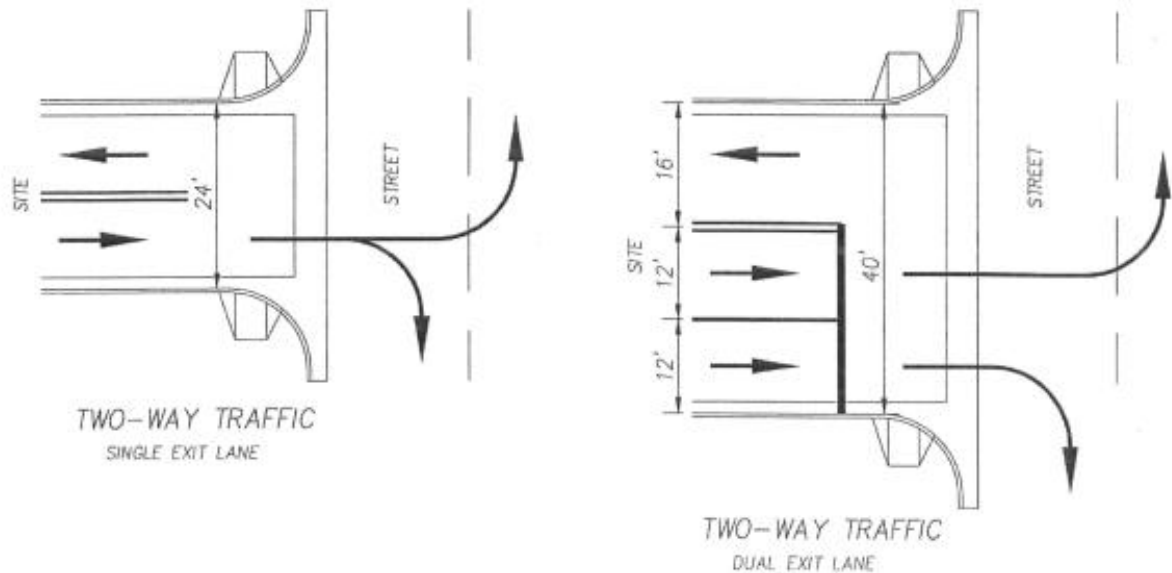
### MINIMUM STANDARDS FOR ACCESS DRIVEWAYS - RESIDENTIAL



**NOTES:**

1. WHERE PRIMARY DRIVEWAY SURFACING IS ASPHALT, SOME TYPE OF CONCRETE CURBING OR CONCRETE EDGE TREATMENT IS REQUIRED FOR LANDSCAPE MAINTENANCE PURPOSES.
2. FOR PURPOSES OF "SEALED SURFACE" CALCULATION, DRIVEWAY IS CONSIDERED "SEALED" IN ITS ENTIRETY REGARDLESS OF SURFACING MATERIALS"

### MINIMUM STANDARDS FOR ACCESS DRIVEWAYS - COMMERCIAL



**NOTES:**

1. WHERE PRIMARY DRIVEWAY SURFACING IS ASPHALT, SOME TYPE OF CONCRETE CURBING OR CONCRETE EDGE TREATMENT IS REQUIRED FOR LANDSCAPE MAINTENANCE PURPOSES.
2. FOR PURPOSES OF "SEALED SURFACE" CALCULATION, DRIVEWAY IS CONSIDERED "SEALED" IN ITS ENTIRETY REGARDLESS OF SURFACING MATERIALS"

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DATE: NOV 7, 2007



- Parking areas to be located in the same zone district as primary use. Off-street parking and loading space which is required in connection with a particular use

shall constitute a portion of the use and shall not be permitted to extend into an adjacent zone district unless specifically permitted within the adjacent zone district.

- J. Combined parking areas and shared parking arrangements authorized—Conditions.
  - 1. Combined parking authorized. The off-street parking for a project containing two or more adjacent buildings or uses may be combined, provided that the total number of spaces shall be not less than the sum of the requirements for each of the individual uses and that the area devoted to off-street parking area is part of the common amenities of the project and/or the right of use and access to the combined parking area by all uses within the project is assured through reciprocal cross-easements and agreements and/or other legal documents which prohibit the reservation of a portion of the off-street parking area to a specific owner or tenant and which establish responsibility for maintenance thereof.
  - 2. Shared parking arrangements authorized. The off-street parking for a development project containing a variety of uses having different parking demand characteristics and time-of-day demand may be combined, subject to the following:
    - a) The total number of spaces shall be sufficient to meet the maximum time-of-day requirement for the project (as determined by the city).
    - b) The area devoted to off-street parking shall be part of the common amenities of the project and/or the right of use and access to the combined parking area by all uses within the project is assured through reciprocal cross-easements and agreements and/or other legal documents which prohibit the reservation of a portion of the off-street parking area by a specific owner or tenant and which establish responsibility for maintenance thereof.
    - c) The location and design of the parking areas within the project area shall provide an adequate number of spaces in the proximity of the use intended to be served.
- K. Parking area to have hard surface. All off-street parking stalls, loading spaces, maneuvering areas, and driving aisles shall be paved with asphalt, concrete, paving stone, or masonry to a sufficient thickness to withstand repeated vehicular traffic, or based on a geotechnical evaluation by a licensed geotechnical engineer. Where

this requirement may conflict with any other parking requirement, the more stringent shall prevail.

(Ord. No. 2015-10-67, pts. I (§§ 1—3), II, 10-27-2015)

#### HISTORY

*Amended by Ord. [2020-07-35](#) on 7/14/2020*

*Amended by Ord. [2021-12-61](#) on 12/14/2021*

*Amended by Ord. [2022-04-18](#) on 4/26/2022*



## UNAPPROVED MINUTES

07.16.2025

designation, subject to any conditions found in the staff report, with the recommendation that the developer limits the density to the proposed 5.87 units to the acre.

Commissioner Chris Christiansen seconded the motion.

Christine Anderson	AYE
Chris Christiansen	AYE
Bruce Frandsen	AYE
Harold Dudley	AYE
Rodney Martin	NAY

The motion passed

- b. **Public hearing, review, and recommendation on a proposed Code Text Amendment, known as Off-Street Parking Standards, of the American Fork City Municipal Code. Amending Section 17.5.133, the Code Text Amendment plans to clarify the requirements for the surfacing of off-street parking by requiring a hard surface as recommended by a geotechnical engineer.**

Ben Hunter introduced a proposed code text amendment aimed at clarifying development requirements for parking lots. The amendment is intended to improve the durability of parking areas and enhance accessibility for emergency vehicles.

Commissioner Harold Dudley asked whether the new standards would apply to city-owned parks and whether storage spaces and storage lots would be included under the amendment.

Ben clarified that the amendment specifically applies to off-street parking, drive aisles, and maneuvering space. He further explained that any updates or changes to existing unpaved parking lots would be required to conform to the current code.

### **Public Hearing Open**

UNAPPROVED MINUTES  
07.16.2025

**Public Hearing Closed**

Harold Dudley moved to recommend approval for the proposed Code Text Amendment, amending Section 17.5.133, titled Off-Street Parking Standards, relating to clarifying the requirements for the surfacing of off-street parking, and providing an effective date for the ordinance. seconded the motion.

Chris Christiansen seconded the motion

Voting was as follows:

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

The motion passed

**ACTION ITEMS**

- a. Review and action on an application for a Commercial Site Plan, known as Freeman Golf Simulator, located at approximately 19 N 900 W, American Fork City, UT

### Sec 17.5.133 Off-Street Parking Standards

- A. Title. This section shall be entitled the Off-Street Parking Standards Ordinance of American Fork, Utah.
- B. Application of standards. Wherever the terms of the American Fork Development Code or other ordinance of the city require that off-street parking facilities be required in conjunction with a specific use or development project, the minimum number of spaces to be provided, the location of off-street parking facilities, vehicular access to and circulation within the parking area, the layout and design, and the landscape treatment of the areas designated for off-street parking shall conform to the terms of this section.
- C. Number of required parking spaces. The minimum number of off-street parking spaces required for a specific use shall be as set forth on the following schedule:
  - 1. Residential uses.
    - a) One-family dwelling: Two spaces per dwelling unit. All spaces shall be located on the same parcel as the dwelling. No portion of a front or side setback area adjacent to a street, including any portion thereof used as a driveway, shall be construed as part of the required off-street parking area.
    - b) Multiple family dwelling: Two spaces per dwelling unit, plus 0.25 spaces per dwelling unit for visitor parking. Visitor parking shall be evenly distributed throughout the project.
    - c) Long-term patient care facilities (assisted living centers, rest homes nursing homes): One space for each employee during the maximum care period, plus one space for each four patient rooms for visitors.
  - 2. Retail/service commercial uses.
    - a) General retail: Four and one-half spaces per one thousand square feet of gross floor area.
    - b) Personal care service: Two spaces per treatment station, but not less than four spaces per one thousand square feet of gross floor area.
    - c) Grocery: Five spaces per one thousand square feet of gross floor area.

- d) Retail shopping center projects (centers containing no cinema and not more than five percent dining space): Four and one-half spaces per one thousand square feet of gross floor area.
- e) Discount superstores: Five and one-half spaces per one thousand square feet of gross floor area. Areas intended for outside display and sales (garden areas) shall not be included in calculating compliance with the parking standard.
- f) Home improvement centers: Four and one-half spaces per one thousand square feet of gross floor area, not including areas for outside display and sales (garden areas). Areas intended for outside display and sales (garden areas) shall not be included in calculating compliance with the parking standard.
- g) Motor vehicle sales and service: The sum of the following:
  - 1. Three spaces per one thousand square feet of gross floor area used for display, sales and administration.
  - 2. One and one-half spaces per one thousand square feet of area used for warehouse of parts and materials.
  - 3. Four spaces per service bay.
- h) Car wash: Two spaces, plus one and one-half additional space for each two employees on highest shift.
- i) Retail and service commercial/warehouse: Four and one-half spaces per one thousand square feet for portion used for retail purposes, plus one space per one thousand square feet for the total floor area.
- j) Multi-tenant/strip commercial buildings: For any proposed multi-tenant/strip commercial building wherein the occupancy is unknown at the time of request for approval, parking requirements shall be calculated as follows:
  - 1. One-half of the gross floor area of the building at the rate of four and one-half spaces per one thousand square feet (general retail standard)
  - 2. One-half of the gross floor area of the building at the rate of twelve spaces per one thousand square feet of dining floor area (fast food restaurant standard).

In addition, the city may require a written agreement with the city to the effect that the amount of floor area devoted to restaurant use will not exceed the amount identified on the approved plan.

3. Office and business uses.

- a) General business office—Fixed wall construction: Four spaces per one thousand square feet of gross floor area excluding portion devoted to stairs and elevator and open atrium spaces above the ground floor.
- b) Business office—Open wall/telemarketing and customer support center: The sum of the following:
  - 1. For portion of building having fixed-wall construction, four spaces per one thousand square feet of gross floor area excluding portion devoted to stairs and elevator and open atrium spaces above the ground floor.
  - 2. For open-wall portion of building, six spaces per one thousand square feet of open-wall area.
- c) Medical office: Four and one-half spaces per one thousand square feet of gross floor area.
- d) Medical clinics: Five spaces per one thousand square feet of gross floor area.
- e) Bank with drive-in: Five spaces per one thousand square feet of gross floor area.
- f) Office/warehouse: Four spaces per one thousand square feet used for office purpose, plus one space per one thousand square feet used for warehouse purpose, up to eighty percent of the total floor area.
- g) Light manufacturing: Five spaces per one thousand square feet used for office purpose, plus one space per work station or one space for each employee during the greatest shift, which ever is greater.

4. Food and beverage uses.

- a) Restaurant (sit-down): Whichever of the following is greater:

1. Twenty spaces per one thousand square feet of dining floor area; or
  2. One space for each three seats, plus one space per employee during the largest shift.
- b) Fast-food with sit-down and take-out: Twelve spaces per one thousand square feet of dining floor area. Where take-out window is included, the outside order and stacking lane shall provide an automobile stacking lane for not less than ten vehicles.
5. Public assembly uses.
- a) Churches (single session occupancy): One parking space for each three seats or seating spaces within the portion of the building used for assembly. In the instance where seating is by pews or benches, eighteen inches of bench length shall be considered as one seat.
  - b) Churches (overlapping session occupancy): Two times the number of spaces for single session occupancy.
  - c) Cinemas: One parking space for each three seats.
  - d) Elementary schools (students below minimum driver age):
    1. Parking. The sum of the following: One parking space for each teaching station, plus one space for each administrative and support employee, plus one space for each ten students.
    2. Student drop-off and pick-up. In addition to the off-street parking area, the layout of the school site shall include an area and facilities sufficient to accommodate anticipated student drop-off and pick-up by school bus and private vehicle.
  - e) Secondary schools (students above minimum driver age): The sum of the following: One parking space for each teaching station, plus one space for each administrative and support employee, plus one space for each three and one-half students.
6. Uses not specifically listed. For uses not identified in the above schedule, the number of off-street parking spaces shall be determined by the planning commission. The determination shall be based upon the requirements for the most comparable use listed, and/or that certain table entitled recommended parking ratio requirements set forth under part 3 p. 246 of that



certain book entitled Planning and Urban Design Standards, 2006 Edition, which is set out below, and/or upon an independent determination of parking demands for such uses in comparable locations, all at the discretion of the planning commission.

#### RECOMMENDED PARKING RATIO REQUIREMENTS\*

Use	Parking Spaces Required	Comments
Residential		
Sleeping rooms	1 per unit or room plus 2 for owner/manager	
Commercial lodgings	1.25 per guest room, plus 10 per ksf restaurant lounge, plus 30 per ksf meeting/banquet room (<50 ksf per guest room) or 20 per ksf meeting/banquet room (>50 ksf per guest room)	Peak spaces for each component shown; use shared parking analysis to determine appropriate parking ratio for particular hotel <sup>3</sup>
Elderly housing, independent living	0.6 per dwelling unit	<sup>1</sup>
Elderly housing, assisted living	0.4 per dwelling unit	<sup>1</sup>
Group, convalescent, and nursing homes	1 per room	<sup>1</sup>
Day care center	0.35 per person (licensed capacity)	<sup>1</sup>

Hospital/medical center	0.4 per employee, plus 1 per 3 beds, plus 1 per 5 average daily outpatient treatments, plus 1 per 4 medical staff, plus 1 per student/faculty/staf f	
Retail/Service		
General retail (not in shopping center)	3.5 per ksf GFA**	
Grocery (freestanding)	6.0 per ksf GFA	<sup>1</sup>
Discount superstores/clubs (freestanding)	6.0 per ksf GFA	<sup>1</sup>
Home improvement superstores	5.0 per ksf GFA	<sup>1</sup>
Other heavy/hard goods (furniture, appliances, building materials, etc.)	3.0 per ksf GFA	<sup>1</sup>
Shopping centers	4.0 per ksf GLA up to 400 ksf, 4.0 to 4.5 per ksf GFA sliding scale between 400 and 600 ksf; 4.5 per ksf GLA over 600 ksf	With up to 10 percent GLA in dining/entertaining ; over 10 percent use shared parking analysis <sup>2</sup>
Personal care services	2 per treatment station but not less than 4.3 per ksf	
Coin-operated laundries	1 per 2 washing and drying machines	

Motor vehicle sales and service	2.7 per ksf GFA interior sales area, plus 1.5 ksf GFA interior or storage/display area, plus 2 per service bay	
Motor vehicle laundries	2, plus 1 per each 2 peak shift employees	
Food and Beverage		
Fine dining	21.5 per ksf GFA	3
Casual restaurant (with bar)	22.5 per ksf GFA	3
Family restaurant (without bar)	16.0 per ksf GFA	3
Fast food	15.0 per ksf GFA	3
Office and Business Services (3)		
General business offices suburban/low-rise	3.6 per ksf GFA <250 ksf, 3.35 per ksf GLA >250 ksf	1
Office downtown/mid-high-rise business center	3.0 per ksf GLA	1
Consumer service offices (freestanding)	4 per ksf GLA	1
Data processing/telemarketing/operations	6.0 per ksf GFA	1
Medical offices (multitenant)	4.5 per ksf GFA	1

Clinic (medical offices with outpatient treatment; no overnight stays)	5.5 per ksf GFA	1	
Bank branch with drive-in	5.5 per ksf GFA	1	
Bank headquarters (with admin offices, etc.)	4.4 per ksf GFA	1	
Industrial/storage/wholesale utility	2 per ksf GFA		Add spaces as required for office, sales, or similar use when more than 10 percent GFA
Manufacturing/light industrial (single use)	1.5 per ksf		
Industrial park (multitenant or mix of service, warehouse)	2.0 per ksf	1	
Warehouse	0.7 per ksf GFA		
Mini-warehouse	0.25 per ksf GFA	1	
Governmental	As determined by zoning administrator		
Educational			
Elementary and secondary schools	0.35 per student	1	
College or university	Determined by parking study specific to subject institution		
Cultural/Recreational/Entertainment			
Public assembly	0.25 per person in permitted capacity		

Museum	1.5 per 1,000 annual visitors	<sup>1</sup>
Library	4.5 per ksf GFA	<sup>1</sup>
Religious centers	0.6 per seat	<sup>1</sup>
Cinemas	Single-screen: 0.5 per seat; Up to 5 screens: 0.33 per seat 50 to 10 screens: 0.3 per seat Over 10 screens: 0.27 per seat	<sup>3</sup>
Theaters (live performance)	0.4 per seat	<sup>3</sup>
Arenas and stadiums	0.33 per seat	<sup>3</sup>
Health clubs and recreational facilities	2 per player or 1 per 3 persons permitted capacity	<sup>3</sup>

## 7.

Source: Adopted from Transportation Planning Handbook, 2nd ed. Washington DC: Institute of Transportation Engineers, 1999, unless otherwise noted. \* All parking recommendations presented here should be considered in the context of local conditions, parking requirements, and other factors that may affect the actual number of parking spaces needed.

<sup>1</sup> Adopted from Parking Generation, 3rd ed. Washington DC: Institute of Transportation Engineers, 2004. <sup>2</sup> Adopted from Parking Requirements for Shopping Centers, 2nd ed. Washington DC: ULI-The Urban Land Institute and International Council of Shopping Centers, 1999. <sup>3</sup> Adopted from Shared Parking, 2nd ed. Washington DC: ULI-The Urban Land Institute and International Council of Shopping Centers, 2004.

## D. Adjustments permitted.

1. The planning commission may recommend to the city council an increase or decrease to the number of off-street parking spaces herein specified upon a

finding, made following a study on the matter, that the use characteristics of the proposed use warrant adjustment. Provided, however, no reduction in the parking requirement shall be permitted based on the projected demand of the initial occupant of a new retail, office or similar use for which a subsequent change in tenancy to another user is probable.

2. After receiving a recommendation (positive or negative) from planning commission regarding the number of off-street parking spaces, the city council shall have the authority to increase or decrease the number of off-street parking spaces herein specified upon a finding, made following a study on the matter, that the use characteristics of the proposed use warrant adjustment. Provided, however, no reduction in the parking requirement shall be permitted based on the projected demand of the initial occupant of a new retail, office or similar use for which a subsequent change in tenancy to another user is probable.
- E. Exception to standard in downtown area. Notwithstanding the provisions of subsection C of this section, on street parking along the frontage of the project lot may be used to meet the required minimum number of off-street parking spaces required for a specific use within the "Downtown" area of the city, as shown in the figure below, subject to the following:



1. The proposed project is located wholly within the designated downtown area as set forth on the following map.



2. The proposed reconstruction or expansion will not reduce the number of off-street parking spaces along the frontage of the project lot, unless approved by the Development Services Director.
  3. The project shall install and/or replace all existing curb, gutter, & sidewalk along the frontage of the project lot in compliance with current city code.
  4. The project shall install and/or replace all parking islands and driveway approaches in compliance with current city code.
- F. Exception to off-street parking standard in the CC-1 Zone, excluding the Downtown Area. Notwithstanding the provisions of subsections C and E of this section, additional off-street parking spaces will be required as a condition of approval for any new construction, reconstruction of an existing building, or incidental expansion of any building in the CC-1 zone subject to either one of the following criteria:
1. Residential uses: Either of the following off-street parking calculations may be requested by the applicant and may be approved by the city council.
    - a) Two spaces per dwelling unit, plus 0.25 spaces per dwelling unit for visitor parking. Visitor parking shall be evenly distributed throughout the project. However, if any of the conditions found in Table A of this subsection apply, the City Council may, after review and recommendation (positive or negative) from the Planning Commission, decrease the required number of off-street parking spaces as shown. The visitor parking requirement shall not be affected by this reduction and remains at 0.25 spaces per dwelling unit. Under no circumstance shall the per-unit parking requirement drop below 1.75 spaces per dwelling unit, accept as referenced in 17.5.133(D). Table A

<b>Condition</b>	<b>Parking Reduction Per Dwelling Unit</b>
Bike Room <sup>1</sup>	0.05
Grocery Store <sup>2</sup>	0.10
Off-Site Parking <sup>3</sup>	0.15
Transit <sup>4</sup>	0.15

Public<sup>5</sup>  
Agency/HUD Up to 0.15

Definitions:

<sup>1</sup> - Bike Room: A secured bike room of sufficient size to accommodate a minimum of one bicycle per dwelling unit shall be located within the structure. In the event of a multi-structure project each building shall have a secured bike room of sufficient size to accommodate a minimum of one bicycle per dwelling unit in the building. The applicant can opt to either (1) show how the required number of bicycles is accommodated in the room or (2) provide a minimum of 40 square feet per bicycle in the room.

<sup>2</sup> – Grocery Store: The location of the grocery store shall be less than 1320 feet walking distance from the main entrance of the most distant dwelling unit in the project.

<sup>3</sup> – Off-Site Parking: Additional public or shared parking shall be located less than 1320 feet walking distance from the main entrance of the most distant dwelling unit in the project. Parking equivalent to the 0.15 space per dwelling unit reduction shall be secured via agreement with the property owner and recorded. A parking study shall accommodate the agreement so that it can be ensured that the parking facility will not be overallocated.

<sup>4</sup> – Transit: The stop location of the high-capacity transit line (light rail, “Trax”, heavy rail, “FrontRunner”, streetcar, high-capacity Bus Rapid Transit, “BRT”) shall be less than 1320 feet walking distance from the main entrance of the most distant dwelling unit in the project.

<sup>5</sup>- Public Agency/HUD: Projects that are owned and operated by a public agency or have received a subsidy by HUD or other public agency may be eligible for a reduction of up to 0.15 stalls per unit upon a study that a reduction is warranted.

- c) Parking shall be required per unit size as depicted in Table B of this subsection, plus 0.25 spaces per dwelling unit for visitor parking. Visitor parking shall be evenly distributed throughout the project. The



visitor parking requirement shall not be affected by this reduction and remains at 0.25 spaces per dwelling unit. Under no circumstance shall the per-unit parking requirement including visitor parking drop below 1.75 spaces per dwelling unit, accept as referenced in 17.5.133(D). Table B

<b>Unit Size</b>	<b>Parking Requirement Per Unit</b> (Add 0.25 for visitor parking per unit to derive the aggregated requirement.)
0-350 square feet	1.50
351-600 square feet	1.75
Above 600 square feet	2.00

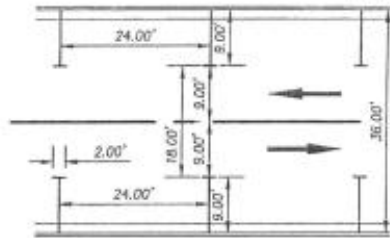
G. Location of off-street parking areas. All off-street parking areas shall be located on the same parcel as the use intended to served thereby, except that for uses other than dwellings, the planning commission may approve the placement of some of the required parking spaces on adjacent lands, upon a finding that:

1. The use is part of a combined parking facility as authorized under subsection I.1 of this section, and
2. The location of the proposed off-site spaces are reasonable and conveniently accessible to the use they are intended to serve.

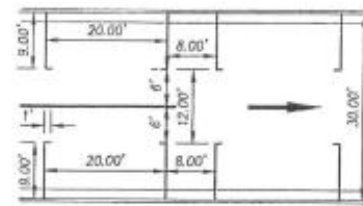
H. Parking space and driveway dimension requirements and parking lot layout requirements. All parking spaces, access driveway and the layout of parking lot areas shall conform to the typical design standards, set forth below.

# CITY STANDARD - PARKING MODULE DIMENSIONS

## PARALLEL PARKING



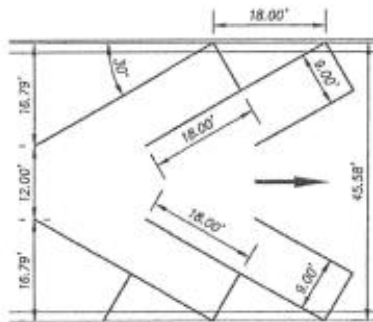
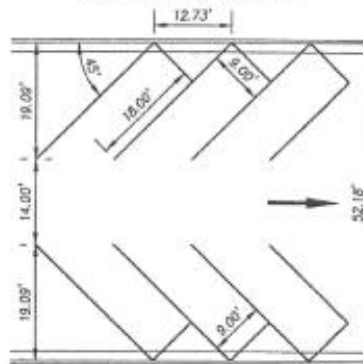
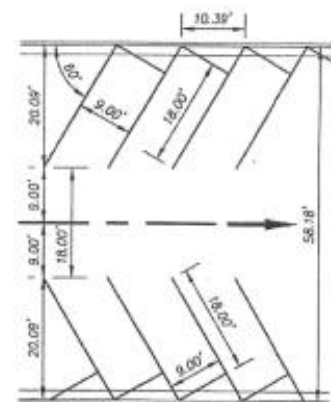
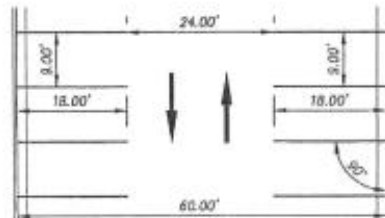
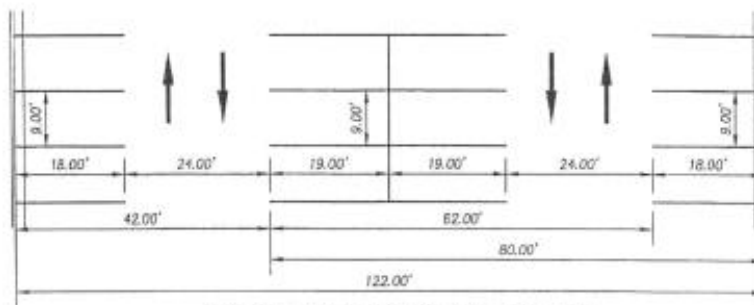
TWO-WAY TRAFFIC (SINGLE-LINE PAINTING)



ONE-WAY TRAFFIC (DOUBLE-LINE PAINTING)

\*EITHER PAINTING OPTION MAY BE USED WITH ONE OR TWO-WAY TRAFFIC

## ANGLE PARKING

30° ANGLE PARKING - ONE WAY AISLE  
(SEE 18' PARKING STALL NOTE)45° ANGLE PARKING - ONE-WAY AISLE  
(SEE 18' PARKING STALL NOTE)60° ANGLE PARKING  
(ONE-WAY DRIVE AISLE)  
(SEE 18' PARKING DIMENSION NOTE BELOW)90° ANGLE PARKING (ONE-WAY DRIVE AISLE)  
(SEE 18' PARKING DIMENSION NOTE BELOW)90° ANGLE PARKING (TWO-WAY DRIVE AISLE)  
(“NOSE TO NOSE” PARKING IS 19’, “CURB OVERHAND”  
PARKING IS 18’)

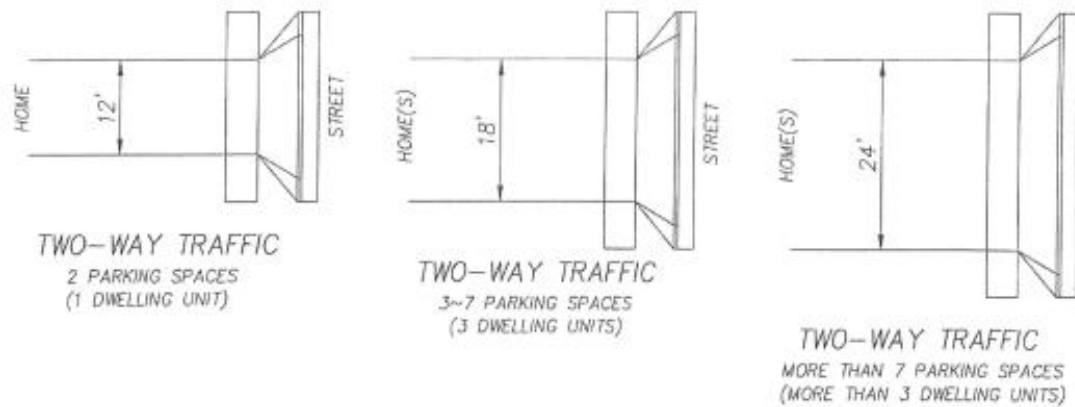
NOTE: 18' DIMENSION SHALL BE INCREASED TO 19' WHERE THE PARKING DOES NOT OVERHANG A LOW CURB WHICH ALLOWS ROOM FOR VEHICLE OVERHANG. WITH INCREASE IN PARKING LENGTH, MINIMUM DRIVE AISLE WIDTH OF 12' SHALL BE MAINTAINED.

ALL PARKING STALLS ARE SHOWN WITH CURB AND GUTTER - DIMENSIONING IS FROM FACE OF CURB TO FACE OF CURB

AISE WIDTHS SHALL INCREASE PER THE INTERNATIONAL FIRE CODE WHERE NECESSARY FOR FIRE PROTECTION



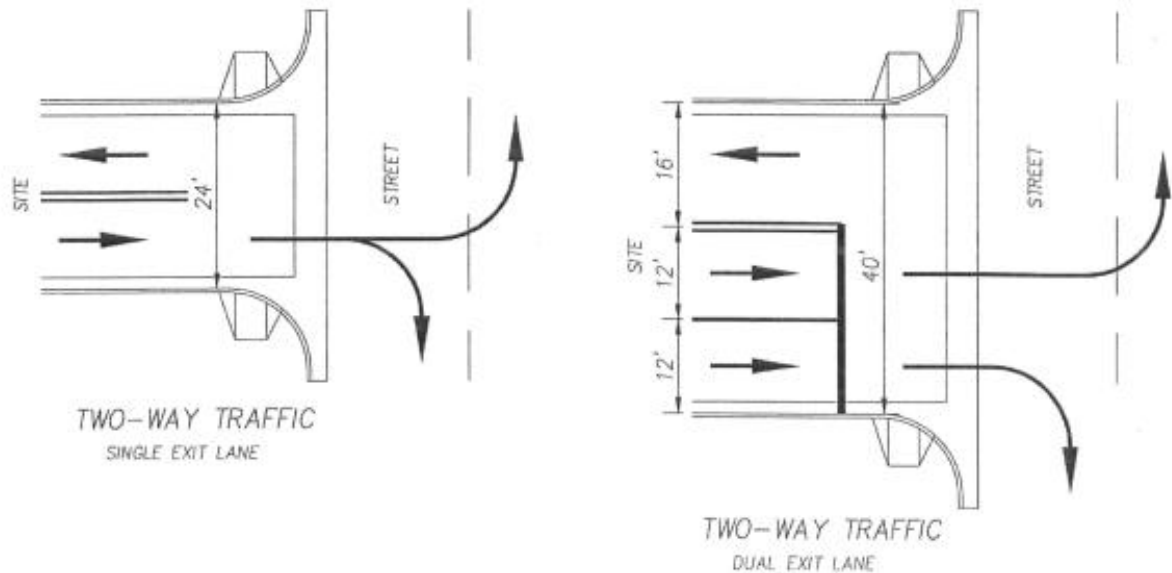
### MINIMUM STANDARDS FOR ACCESS DRIVEWAYS - RESIDENTIAL



**NOTES:**

1. WHERE PRIMARY DRIVEWAY SURFACING IS ASPHALT, SOME TYPE OF CONCRETE CURBING OR CONCRETE EDGE TREATMENT IS REQUIRED FOR LANDSCAPE MAINTENANCE PURPOSES.
2. FOR PURPOSES OF "SEALED SURFACE" CALCULATION, DRIVEWAY IS CONSIDERED "SEALED" IN ITS ENTIRETY REGARDLESS OF SURFACING MATERIALS"

### MINIMUM STANDARDS FOR ACCESS DRIVEWAYS - COMMERCIAL



**NOTES:**

1. WHERE PRIMARY DRIVEWAY SURFACING IS ASPHALT, SOME TYPE OF CONCRETE CURBING OR CONCRETE EDGE TREATMENT IS REQUIRED FOR LANDSCAPE MAINTENANCE PURPOSES.
2. FOR PURPOSES OF "SEALED SURFACE" CALCULATION, DRIVEWAY IS CONSIDERED "SEALED" IN ITS ENTIRETY REGARDLESS OF SURFACING MATERIALS"

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DATE: NOV 7, 2007



- Parking areas to be located in the same zone district as primary use. Off-street parking and loading space which is required in connection with a particular use



shall constitute a portion of the use and shall not be permitted to extend into an adjacent zone district unless specifically permitted within the adjacent zone district.

- J. Combined parking areas and shared parking arrangements authorized—Conditions.
1. Combined parking authorized. The off-street parking for a project containing two or more adjacent buildings or uses may be combined, provided that the total number of spaces shall be not less than the sum of the requirements for each of the individual uses and that the area devoted to off-street parking area is part of the common amenities of the project and/or the right of use and access to the combined parking area by all uses within the project is assured through reciprocal cross-easements and agreements and/or other legal documents which prohibit the reservation of a portion of the off-street parking area to a specific owner or tenant and which establish responsibility for maintenance thereof.
  2. Shared parking arrangements authorized. The off-street parking for a development project containing a variety of uses having different parking demand characteristics and time-of-day demand may be combined, subject to the following:
    - a) The total number of spaces shall be sufficient to meet the maximum time-of-day requirement for the project (as determined by the city).
    - b) The area devoted to off-street parking shall be part of the common amenities of the project and/or the right of use and access to the combined parking area by all uses within the project is assured through reciprocal cross-easements and agreements and/or other legal documents which prohibit the reservation of a portion of the off-street parking area by a specific owner or tenant and which establish responsibility for maintenance thereof.
    - c) The location and design of the parking areas within the project area shall provide an adequate number of spaces in the proximity of the use intended to be served.
- K. Parking area to have hard surface. All off-street parking stalls, loading spaces, maneuvering areas, and driving aisles shall be paved with asphalt, concrete, paving stone, or masonry to a sufficient thickness to withstand repeated vehicular traffic, or based on a geotechnical evaluation by a licensed geotechnical engineer. Where

this requirement may conflict with any other parking requirement, the more stringent shall prevail.

(Ord. No. 2015-10-67, pts. I (§§ 1—3), II, 10-27-2015)

#### HISTORY

*Amended by Ord. [2020-07-35](#) on 7/14/2020*

*Amended by Ord. [2021-12-61](#) on 12/14/2021*

*Amended by Ord. [2022-04-18](#) on 4/26/2022*

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING SECTION 17.5.133 TITLED OFF-STREET PARKING STANDARDS PROVIDING FOR THE ADOPTION AND ENFORCEMENT OF THE AMENDMENTS.**

**WHEREAS**, American Fork City is authorized to enact ordinances as are necessary and proper to promote the health, safety, morals, convenience, order, prosperity, and general welfare of American Fork; and

**WHEREAS**, it is in the best interest and general welfare of residents of American Fork to amend Section 17.5.133 relating to clarifying the requirements for the surfacing of off-street parking by requiring a hard surface as recommended by a geotechnical engineer.

**NOW THEREFORE, BE IT ORDAINED** BY THE CITY COUNCIL OF AMERICAN FORK, UT as follows:

**PART I  
TEXT OF ORDINANCE**

**SECTION 1.** Section 17.5.133 of the American Fork municipal code is hereby amended to read as follows:

[Sec 17.5.133 Off-Street Parking Standards](#)

- A. Title. This section shall be entitled the Off-Street Parking Standards Ordinance of American Fork, Utah.
- B. Application of standards. Wherever the terms of the American Fork Development Code or other ordinance of the city require that off-street parking facilities be required in conjunction with a specific use or development project, the minimum number of spaces to be provided, the location of off-street parking facilities, vehicular access to and circulation within the parking area, the layout and design, and the landscape treatment of the areas designated for off-street parking shall conform to the terms of this section.
- C. Number of required parking spaces. The minimum number of off-street parking spaces required for a specific use shall be as set forth on the following schedule:
  - 1. Residential uses.
    - a) One-family dwelling: Two spaces per dwelling unit. All spaces shall be located on the same parcel as the dwelling. No portion of a front or side setback area adjacent to a street, including any portion thereof used as a driveway, shall be construed as part of the required off-street parking area.

- b) Multiple family dwelling: Two spaces per dwelling unit, plus 0.25 spaces per dwelling unit for visitor parking. Visitor parking shall be evenly distributed throughout the project.
  - c) Long-term patient care facilities (assisted living centers, rest homes nursing homes): One space for each employee during the maximum care period, plus one space for each four patient rooms for visitors.
2. Retail/service commercial uses.
- a) General retail: Four and one-half spaces per one thousand square feet of gross floor area.
  - b) Personal care service: Two spaces per treatment station, but not less than four spaces per one thousand square feet of gross floor area.
  - c) Grocery: Five spaces per one thousand square feet of gross floor area.
  - d) Retail shopping center projects (centers containing no cinema and not more than five percent dining space): Four and one-half spaces per one thousand square feet of gross floor area.
  - e) Discount superstores: Five and one-half spaces per one thousand square feet of gross floor area. Areas intended for outside display and sales (garden areas) shall not be included in calculating compliance with the parking standard.
  - f) Home improvement centers: Four and one-half spaces per one thousand square feet of gross floor area, not including areas for outside display and sales (garden areas). Areas intended for outside display and sales (garden areas) shall not be included in calculating compliance with the parking standard.
  - g) Motor vehicle sales and service: The sum of the following:
    - 1. Three spaces per one thousand square feet of gross floor area used for display, sales and administration.
    - 2. One and one-half spaces per one thousand square feet of area used for warehouse of parts and materials.
    - 3. Four spaces per service bay.
  - h) Car wash: Two spaces, plus one and one-half additional space for each two employees on highest shift.
  - i) Retail and service commercial/warehouse: Four and one-half spaces per one thousand square feet for portion used for retail purposes, plus one space per one thousand square feet for the total floor area.
  - j) Multi-tenant/strip commercial buildings: For any proposed multi-tenant/strip commercial building wherein the occupancy is unknown at the time of request for approval, parking requirements shall be calculated as follows:

1. One-half of the gross floor area of the building at the rate of four and one-half spaces per one thousand square feet (general retail standard)
2. One-half of the gross floor area of the building at the rate of twelve spaces per one thousand square feet of dining floor area (fast food restaurant standard).

In addition, the city may require a written agreement with the city to the effect that the amount of floor area devoted to restaurant use will not exceed the amount identified on the approved plan.

3. Office and business uses.

- a) General business office—Fixed wall construction: Four spaces per one thousand square feet of gross floor area excluding portion devoted to stairs and elevator and open atrium spaces above the ground floor.
- b) Business office—Open wall/telemarketing and customer support center: The sum of the following:
  1. For portion of building having fixed-wall construction, four spaces per one thousand square feet of gross floor area excluding portion devoted to stairs and elevator and open atrium spaces above the ground floor.
  2. For open-wall portion of building, six spaces per one thousand square feet of open-wall area.
- c) Medical office: Four and one-half spaces per one thousand square feet of gross floor area.
- d) Medical clinics: Five spaces per one thousand square feet of gross floor area.
- e) Bank with drive-in: Five spaces per one thousand square feet of gross floor area.
- f) Office/warehouse: Four spaces per one thousand square feet used for office purpose, plus one space per one thousand square feet used for warehouse purpose, up to eighty percent of the total floor area.
- g) Light manufacturing: Five spaces per one thousand square feet used for office purpose, plus one space per work station or one space for each employee during the greatest shift, which ever is greater.

4. Food and beverage uses.

- a) Restaurant (sit-down): Whichever of the following is greater:
  1. Twenty spaces per one thousand square feet of dining floor area; or
  2. One space for each three seats, plus one space per employee during the largest shift.

- b) Fast-food with sit-down and take-out: Twelve spaces per one thousand square feet of dining floor area. Where take-out window is included, the outside order and stacking lane shall provide an automobile stacking lane for not less than ten vehicles.

5. Public assembly uses.

- a) Churches (single session occupancy): One parking space for each three seats or seating spaces within the portion of the building used for assembly. In the instance where seating is by pews or benches, eighteen inches of bench length shall be considered as one seat.
- b) Churches (overlapping session occupancy): Two times the number of spaces for single session occupancy.
- c) Cinemas: One parking space for each three seats.
- d) Elementary schools (students below minimum driver age):
  - 1. Parking. The sum of the following: One parking space for each teaching station, plus one space for each administrative and support employee, plus one space for each ten students.
  - 2. Student drop-off and pick-up. In addition to the off-street parking area, the layout of the school site shall include an area and facilities sufficient to accommodate anticipated student drop-off and pick-up by school bus and private vehicle.
- e) Secondary schools (students above minimum driver age): The sum of the following: One parking space for each teaching station, plus one space for each administrative and support employee, plus one space for each three and one-half students.

6. Uses not specifically listed. For uses not identified in the above schedule, the number of off-street parking spaces shall be determined by the planning commission. The determination shall be based upon the requirements for the most comparable use listed, and/or that certain table entitled recommended parking ratio requirements set forth under part 3 p. 246 of that certain book entitled Planning and Urban Design Standards, 2006 Edition, which is set out below, and/or upon an independent determination of parking demands for such uses in comparable locations, all at the discretion of the planning commission.

RECOMMENDED PARKING RATIO REQUIREMENTS\*

Use	Parking Spaces Required	Comments
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Residential		
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Sleeping rooms	1 per unit or room plus 2 for owner/manager	
Commercial lodgings	1.25 per guest room, plus 10 per ksf restaurant lounge, plus 30 per ksf meeting/banquet room (<50 ksf per guest room) or 20 per ksf meeting/banquet room (>50 ksf per guest room)	Peak spaces for each component shown; use shared parking analysis to determine appropriate parking ratio for particular hotel <sup>3</sup>
Elderly housing, independent living	0.6 per dwelling unit	1
Elderly housing, assisted living	0.4 per dwelling unit	1
Group, convalescent, and nursing homes	1 per room	1
Day care center	0.35 per person (licensed capacity)	1
Hospital/medical center	0.4 per employee, plus 1 per 3 beds, plus 1 per 5 average daily outpatient treatments, plus 1 per 4 medical staff, plus 1 per student/faculty/staff	
Retail/Service		
General retail (not in shopping center)	3.5 per ksf GFA**	
Grocery (freestanding)	6.0 per ksf GFA	1
Discount superstores/clubs (freestanding)	6.0 per ksf GFA	1
Home improvement superstores	5.0 per ksf GFA	1
Other heavy/hard goods (furniture, appliances, building materials, etc.)	3.0 per ksf GFA	1
Shopping centers	4.0 per ksf GLA up to 400 ksf, 4.0 to 4.5 per ksf GFA sliding scale between 400 and 600	With up to 10 percent GLA in dining/entertaining; over 10 percent use

	ksf; 4.5 per ksf GLA over 600 ksf	shared parking analysis <sup>2</sup>
Personal care services	2 per treatment station but not less than 4.3 per ksf	
Coin-operated laundries	1 per 2 washing and drying machines	
Motor vehicle sales and service	2.7 per ksf GFA interior sales area, plus 1.5 ksf GFA interior or storage/display area, plus 2 per service bay	
Motor vehicle laundries	2, plus 1 per each 2 peak shift employees	
Food and Beverage		
Fine dining	21.5 per ksf GFA <sup>3</sup>	
Casual restaurant (with bar)	22.5 per ksf GFA <sup>3</sup>	
Family restaurant (without bar)	16.0 per ksf GFA <sup>3</sup>	
Fast food	15.0 per ksf GFA <sup>3</sup>	
Office and Business Services (3)		
General business offices suburban/low-rise	3.6 per ksf GFA <250 ksf, 3.35 per ksf GLA >250 ksf	<sup>1</sup>
Office downtown/mid-high-rise business center	3.0 per ksf GLA	<sup>1</sup>
Consumer service offices (freestanding)	4 per ksf GLA	<sup>1</sup>
Data processing/telemarketing/operations	6.0 per ksf GFA	<sup>1</sup>
Medical offices (multitenant)	4.5 per ksf GFA	<sup>1</sup>
Clinic (medical offices with outpatient treatment; no overnight stays)	5.5 per ksf GFA	<sup>1</sup>
Bank branch with drive-in	5.5 per ksf GFA	<sup>1</sup>

Bank headquarters (with admin offices, etc.)	4.4 per ksf GFA	1
Industrial/storage/wholesale utility	2 per ksf GFA	Add spaces as required for office, sales, or similar use when more than 10 percent GFA
Manufacturing/light industrial (single use)	1.5 per ksf	
Industrial park (multitenant or mix of service, warehouse)	2.0 per ksf	1
Warehouse	0.7 per ksf GFA	
Mini-warehouse	0.25 per ksf GFA	1
Governmental	As determined by zoning administrator	
Educational		
Elementary and secondary schools	0.35 per student	1
College or university	Determined by parking study specific to subject institution	
Cultural/Recreational/Entertainment		
Public assembly	0.25 per person in permitted capacity	
Museum	1.5 per 1,000 annual visitors	1
Library	4.5 per ksf GFA	1
Religious centers	0.6 per seat	1
Cinemas	Single-screen: 0.5 per seat; Up to 5 screens: 0.33 per seat 50 to 10 screens: 0.3 per seat Over 10 screens: 0.27 per seat	3
Theaters (live performance)	0.4 per seat	3
Arenas and stadiums	0.33 per seat	3

Health clubs and recreational facilities 2 per player or 1 per 3 persons permitted capacity<sup>3</sup>

7.

Source: Adopted from Transportation Planning Handbook, 2nd ed. Washington DC: Institute of Transportation Engineers, 1999, unless otherwise noted. \* All parking recommendations presented here should be considered in the context of local conditions, parking requirements, and other factors that may affect the actual number of parking spaces needed.

<sup>1</sup> Adopted from Parking Generation, 3rd ed. Washington DC: Institute of Transportation Engineers, 2004. <sup>2</sup> Adopted from Parking Requirements for Shopping Centers, 2nd ed. Washington DC: ULI-The Urban Land Institute and International Council of Shopping Centers, 1999. <sup>3</sup> Adopted from Shared Parking, 2nd ed. Washington DC: ULI-The Urban Land Institute and International Council of Shopping Centers, 2004.

D. Adjustments permitted.

1. The planning commission may recommend to the city council an increase or decrease to the number of off-street parking spaces herein specified upon a finding, made following a study on the matter, that the use characteristics of the proposed use warrant adjustment. Provided, however, no reduction in the parking requirement shall be permitted based on the projected demand of the initial occupant of a new retail, office or similar use for which a subsequent change in tenancy to another user is probable.
  2. After receiving a recommendation (positive or negative) from planning commission regarding the number of off-street parking spaces, the city council shall have the authority to increase or decrease the number of off-street parking spaces herein specified upon a finding, made following a study on the matter, that the use characteristics of the proposed use warrant adjustment. Provided, however, no reduction in the parking requirement shall be permitted based on the projected demand of the initial occupant of a new retail, office or similar use for which a subsequent change in tenancy to another user is probable.
- E. Exception to standard in downtown area. Notwithstanding the provisions of subsection C of this section, on street parking along the frontage of the project lot may be used to meet the required minimum number of off-street parking spaces required for a specific use within the "Downtown" area of the city, as shown in the figure below, subject to the following:



1. The proposed project is located wholly within the designated downtown area as set forth on the following map.



2. The proposed reconstruction or expansion will not reduce the number of off-street parking spaces along the frontage of the project lot, unless approved by the Development Services Director.
  3. The project shall install and/or replace all existing curb, gutter, & sidewalk along the frontage of the project lot in compliance with current city code.
  4. The project shall install and/or replace all parking islands and driveway approaches in compliance with current city code.
- F. Exception to off-street parking standard in the CC-1 Zone, excluding the Downtown Area. Notwithstanding the provisions of subsections C and E of this section, additional off-street parking spaces will be required as a condition of approval for any new construction, reconstruction of an existing building, or incidental expansion of any building in the CC-1 zone subject to either one of the following criteria:
1. Residential uses: Either of the following off-street parking calculations may be requested by the applicant and may be approved by the city council.
    - a) Two spaces per dwelling unit, plus 0.25 spaces per dwelling unit for visitor parking. Visitor parking shall be evenly distributed throughout the project. However, if any of the conditions found in Table A of this subsection apply, the City Council may, after review and recommendation (positive or negative) from the Planning Commission, decrease the required number of off-street parking spaces as shown. The visitor parking requirement shall not be affected by this reduction and remains at 0.25 spaces per dwelling unit. Under no circumstance shall the per-unit parking requirement drop below 1.75 spaces per dwelling unit, accept as referenced in 17.5.133(D). Table A

<b>Condition</b>	<b>Parking Reduction Per Dwelling Unit</b>
Bike Room <sup>1</sup>	0.05
Grocery Store <sup>2</sup>	0.10
Off-Site Parking <sup>3</sup>	0.15
Transit <sup>4</sup>	0.15
Public <sup>5</sup> Agency/HUD	Up to 0.15

**Definitions:**

<sup>1</sup> - Bike Room: A secured bike room of sufficient size to accommodate a minimum of one bicycle per dwelling unit shall be located within the structure. In the event of a multi-structure project each building shall have a secured bike room of sufficient size to accommodate a minimum of one bicycle per dwelling unit in the building. The applicant can opt to either (1) show how the required



number of bicycles is accommodated in the room or (2) provide a minimum of 40 square feet per bicycle in the room.

<sup>2</sup> – Grocery Store: The location of the grocery store shall be less than 1320 feet walking distance from the main entrance of the most distant dwelling unit in the project.

<sup>3</sup> – Off-Site Parking: Additional public or shared parking shall be located less than 1320 feet walking distance from the main entrance of the most distant dwelling unit in the project. Parking equivalent to the 0.15 space per dwelling unit reduction shall be secured via agreement with the property owner and recorded. A parking study shall accommodate the agreement so that it can be ensured that the parking facility will not be overallocated.

<sup>4</sup> – Transit: The stop location of the high-capacity transit line (light rail, “Trax”, heavy rail, “FrontRunner”, streetcar, high-capacity Bus Rapid Transit, “BRT”) shall be less than 1320 feet walking distance from the main entrance of the most distant dwelling unit in the project.

<sup>5</sup> - Public Agency/HUD: Projects that are owned and operated by a public agency or have received a subsidy by HUD or other public agency may be eligible for a reduction of up to 0.15 stalls per unit upon a study that a reduction is warranted.

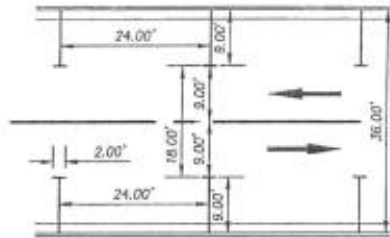
- c) Parking shall be required per unit size as depicted in Table B of this subsection, plus 0.25 spaces per dwelling unit for visitor parking. Visitor parking shall be evenly distributed throughout the project. The visitor parking requirement shall not be affected by this reduction and remains at 0.25 spaces per dwelling unit. Under no circumstance shall the per-unit parking requirement including visitor parking drop below 1.75 spaces per dwelling unit, accept as referenced in 17.5.133(D). Table B

<b>Unit Size</b>	<b>Parking Requirement Per Unit (Add 0.25 for visitor parking per unit to derive the aggregated requirement.)</b>
0-350 square feet	1.50
351-600 square feet	1.75
Above 600 square feet	2.00

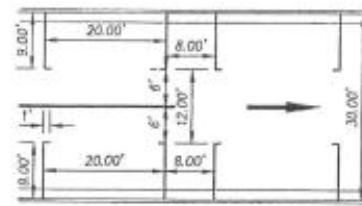
- G. Location of off-street parking areas. All off-street parking areas shall be located on the same parcel as the use intended to served thereby, except that for uses other than dwellings, the planning commission may approve the placement of some of the required parking spaces on adjacent lands, upon a finding that:
1. The use is part of a combined parking facility as authorized under subsection I.1 of this section, and
  2. The location of the proposed off-site spaces are reasonable and conveniently accessible to the use they are intended to serve.
- H. Parking space and driveway dimension requirements and parking lot layout requirements. All parking spaces, access driveway and the layout of parking lot areas shall conform to the typical design standards, set forth below.

# CITY STANDARD - PARKING MODULE DIMENSIONS

## PARALLEL PARKING



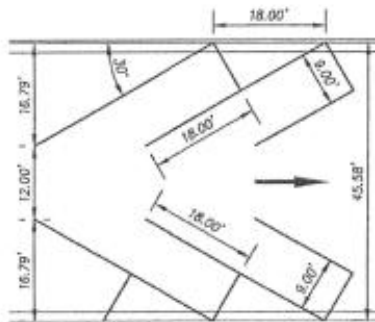
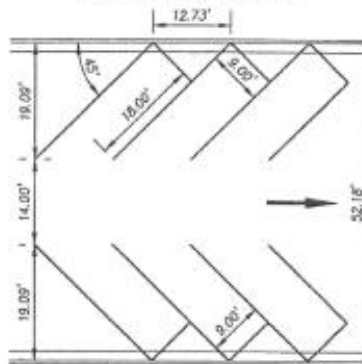
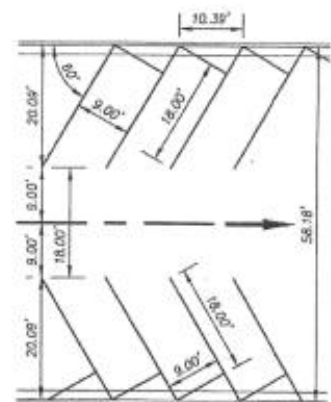
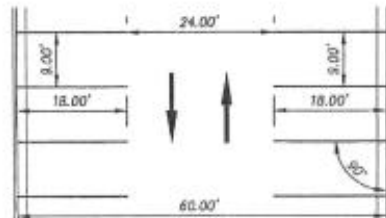
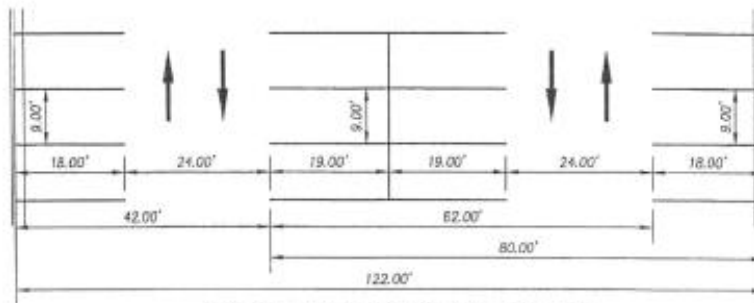
TWO-WAY TRAFFIC (SINGLE-LINE PAINTING)



ONE-WAY TRAFFIC (DOUBLE-LINE PAINTING)

\*EITHER PAINTING OPTION MAY BE USED WITH ONE OR TWO-WAY TRAFFIC

## ANGLE PARKING

30° ANGLE PARKING - ONE WAY AISLE  
(SEE 18' PARKING STALL NOTE)45° ANGLE PARKING - ONE-WAY AISLE  
(SEE 18' PARKING STALL NOTE)60° ANGLE PARKING  
(ONE-WAY DRIVE AISLE)  
(SEE 18' PARKING DIMENSION NOTE BELOW)90° ANGLE PARKING (ONE-WAY DRIVE AISLE)  
(SEE 18' PARKING DIMENSION NOTE BELOW)90° ANGLE PARKING (TWO-WAY DRIVE AISLE)  
(“NOSE TO NOSE” PARKING IS 19’, “CURB OVERHAND”  
PARKING IS 18’)

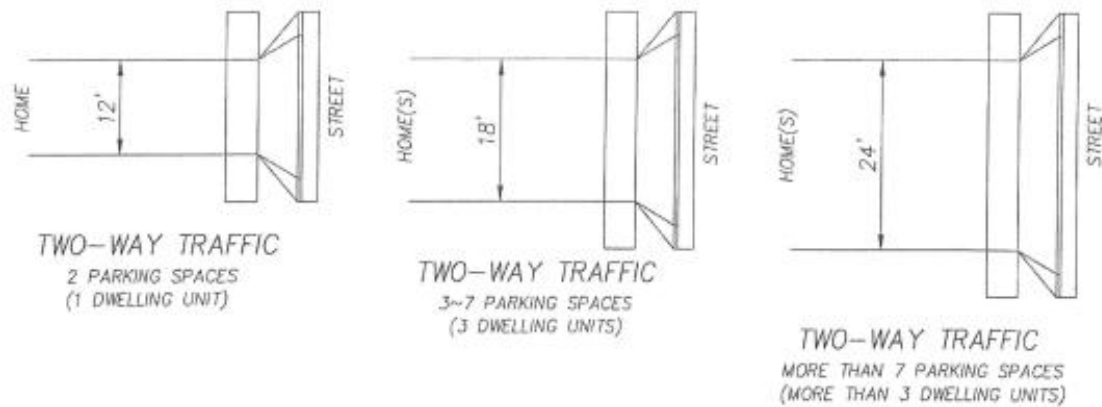
NOTE: 18' DIMENSION SHALL BE INCREASED TO 19' WHERE THE PARKING DOES NOT OVERHANG A LOW CURB WHICH ALLOWS ROOM FOR VEHICLE OVERHANG. WITH INCREASE IN PARKING LENGTH, MINIMUM DRIVE AISLE WIDTH OF 12' SHALL BE MAINTAINED.

ALL PARKING STALLS ARE SHOWN WITH CURB AND GUTTER - DIMENSIONING IS FROM FACE OF CURB TO FACE OF CURB

AISLE WIDTHS SHALL INCREASE PER THE INTERNATIONAL FIRE CODE WHERE NECESSARY FOR FIRE PROTECTION



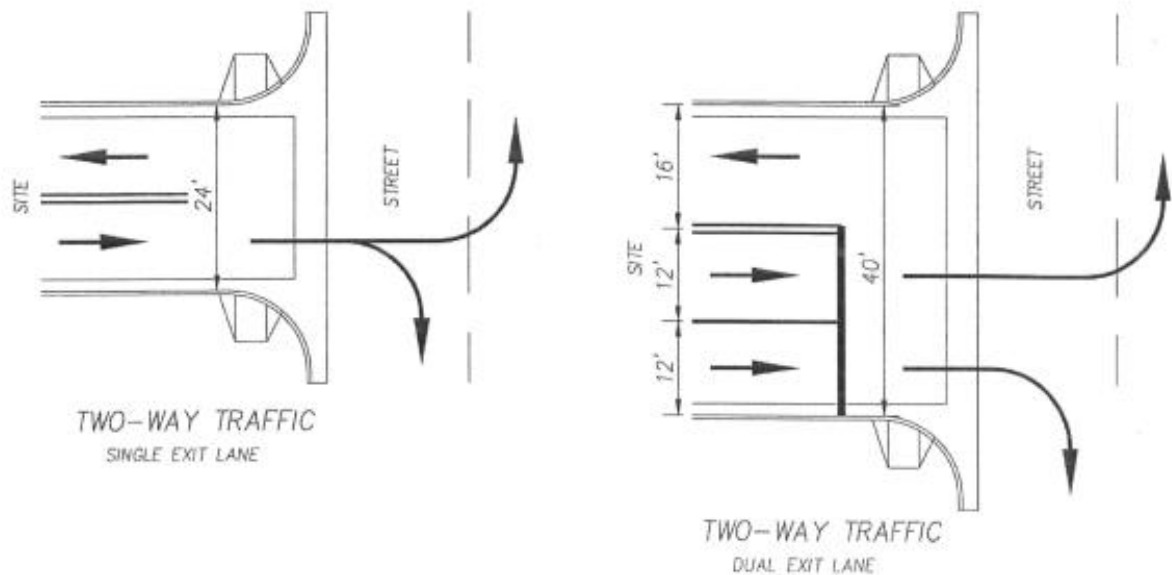
### MINIMUM STANDARDS FOR ACCESS DRIVEWAYS - RESIDENTIAL



**NOTES:**

1. WHERE PRIMARY DRIVEWAY SURFACING IS ASPHALT, SOME TYPE OF CONCRETE CURBING OR CONCRETE EDGE TREATMENT IS REQUIRED FOR LANDSCAPE MAINTENANCE PURPOSES.
2. FOR PURPOSES OF "SEALED SURFACE" CALCULATION, DRIVEWAY IS CONSIDERED "SEALED" IN ITS ENTIRETY REGARDLESS OF SURFACING MATERIALS"

### MINIMUM STANDARDS FOR ACCESS DRIVEWAYS - COMMERCIAL



**NOTES:**

1. WHERE PRIMARY DRIVEWAY SURFACING IS ASPHALT, SOME TYPE OF CONCRETE CURBING OR CONCRETE EDGE TREATMENT IS REQUIRED FOR LANDSCAPE MAINTENANCE PURPOSES.
2. FOR PURPOSES OF "SEALED SURFACE" CALCULATION, DRIVEWAY IS CONSIDERED "SEALED" IN ITS ENTIRETY REGARDLESS OF SURFACING MATERIALS"

FILE: \Q:\D-PROJECT\AF-CITY-STANDARDS\DWG\PARKING.DWG  
DATE: NOV 7, 2007



- Parking areas to be located in the same zone district as primary use. Off-street parking and loading space which is required in connection with a particular use shall constitute a portion of the use and shall not be permitted to extend into an adjacent zone district unless specifically permitted within the adjacent zone district.

- J. Combined parking areas and shared parking arrangements authorized—Conditions.
1. Combined parking authorized. The off-street parking for a project containing two or more adjacent buildings or uses may be combined, provided that the total number of spaces shall be not less than the sum of the requirements for each of the individual uses and that the area devoted to off-street parking area is part of the common amenities of the project and/or the right of use and access to the combined parking area by all uses within the project is assured through reciprocal cross-easements and agreements and/or other legal documents which prohibit the reservation of a portion of the off-street parking area to a specific owner or tenant and which establish responsibility for maintenance thereof.
  2. Shared parking arrangements authorized. The off-street parking for a development project containing a variety of uses having different parking demand characteristics and time-of-day demand may be combined, subject to the following:
    - a) The total number of spaces shall be sufficient to meet the maximum time-of-day requirement for the project (as determined by the city).
    - b) The area devoted to off-street parking shall be part of the common amenities of the project and/or the right of use and access to the combined parking area by all uses within the project is assured through reciprocal cross-easements and agreements and/or other legal documents which prohibit the reservation of a portion of the off-street parking area by a specific owner or tenant and which establish responsibility for maintenance thereof.
    - c) The location and design of the parking areas within the project area shall provide an adequate number of spaces in the proximity of the use intended to be served.
- K. Parking area to have hard surface. All off-street parking stalls, loading spaces, maneuvering areas, and driving aisles shall be paved with asphalt, concrete, paving stone, or masonry to a sufficient thickness to withstand repeated vehicular traffic, or based on a geotechnical evaluation by a licensed geotechnical engineer. Where this requirement may conflict with any other parking requirement, the more stringent shall prevail.

(Ord. No. 2015-10-67, pts. I (§§ 1—3), II, 10-27-2015)

#### HISTORY

Amended by Ord. [2020-07-35](#) on 7/14/2020

Amended by Ord. [2021-12-61](#) on 12/14/2021

Amended by Ord. [2022-04-18](#) on 4/26/2022

## PART II PROVISIONS AND ADOPTION

### SECTION 1. Severability

The sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable. If any such section, paragraph, sentence, clause, or phrase shall be declared invalid or unconstitutional by the valid judgment or decree of a Court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of constitutionality of any of the remaining sections, paragraphs, sentences, clauses or phrases of this Ordinance.

**SECTION 2.** Amendments to be added to the City Code.

The City Council hereby directs that the provisions enacted by this ordinance shall be made and placed in the City Code.

**SECTION 3.** Effective Date

This ordinance shall take effect immediately upon its passage and publication as required by law.

PASSED AND ADOPTED BY THE CITY COUNCIL OF AMERICAN FORK, STATE OF UTAH, ON THIS        DAY OF        , 2025.

\_\_\_\_\_  
Bradley J. Frost, Mayor

ATTEST:

\_\_\_\_\_  
Terilyn Lurker, City Recorder





**REQUEST FOR COUNCIL ACTION  
CITY OF AMERICAN FORK  
AUGUST 12, 2025**

Department Public Works

Director Approval Sam Kelly

**AGENDA ITEM** Review and action on the award of the contract for the Fiscal Year 2026 Road Overlay Project to Asphalt Construction & Excavation Company.

**SUMMARY RECOMMENDATION**

Staff recommends the City Council award of the FY 2026 Road Overlay Project contract to Asphalt Construction & Excavating Company (ENG2025-00118).

**BACKGROUND**

The Engineering Division followed standard procurement policy by issuing an invitation for bids (IFB) through the Utah Public Procurement Place (U3P). Six companies provided responsive bids on the project. Asphalt Construction & Excavating Company was the apparent low bidder based on the bid criteria in the issued IFB for a total of \$222,731.00.

The Project includes the following: The Work consists of 98,500 SF of 2" overlays along with edge milling, milling, potential soft spot repair, and asphalt placement along 1300 North and 320 West. There are roadway closures associated with this project.

Substantial completion for this project is September 30, 2025.

**BUDGET IMPACT**

This project is funded through Roadway Maintenance Funds.

**SUGGESTED MOTION**

Mr. Mayor, I move that the City award the FY 2026 Road Overlay Project in the amount of \$222,731.00 to the responsible low bidder, Asphalt Construction & Excavating Company and approve the construction contract as presented in addition to a project construction and engineering contingency of \$15,000 to be held by the City.

**SUPPORTING DOCUMENTS**

Bid Schedule\_FY2026 Overlay Project (PDF)  
 Bid Summary\_FY2026 Overlay Project (PDF)  
 Letter of Rec\_2026 Overlay (PDF)  
 Notice of Award\_FY2026 Overlay Project (PDF)  
 Notice to Proceed\_FY2026 Overlay Project (PDF)

Agreement\_blank\_FY2026 Overlay Project (PDF)

## FY 2026 Overlay Project BID SCHEDULE

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

				<b>Asphalt Construction &amp; Excavating Company</b>	
<b>Line Item #</b>	<b>Item Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
1	Mobilization	1	LS	\$ 5,529.00	\$ 5,529.00
2	Traffic Control	1	LS	\$ 2,850.00	\$ 2,850.00
3	2" Edge Mill	98,500	SF	\$ 0.14	\$ 13,790.00
4	2" Overlay	98,500	SF	\$ 1.62	\$ 159,570.00
5	Soft Spot Repairs (Contingency Item)	5,000	SF	\$ 3.00	\$ 15,000.00
6	Raise Manhole Frame to Grade & Place Concrete Collar	14	EA	\$ 826.50	\$ 11,571.00
7	Raise Water Valve to Grade & Place Concrete Collar	10	EA	\$ 655.50	\$ 6,555.00
8	Riase Valve Clusters to Grade & Place Concrete Collar	4	EA	\$ 1,966.50	\$ 7,866.00
<b>Contractor Total Bid Price:</b>				<b>\$</b>	<b>222,731.00</b>

Attachment: Bid Schedule\_FY2026 Overlay Project (Road Overlay Project bid award to Asphalt Construction &amp; Excavating Company)

## FY 2026 Overlay Project

ENG2025-00118

Bid Summary

Bid Opening: 7/30/2025



Contractor Name	Total Bid
Asphalt Construction & Excavating Company	\$ 222,731.00
Kilgore Contracting	\$ 223,680.00
Black Forest Paving	\$ 225,700.00
BH, Inc.	\$ 229,430.00
Granite Construction Company	\$ 258,320.00
Geneva Rock Products	\$ 285,775.00

Engineer's Estimate	\$ -
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*\*All bid totals are based on unit prices.*



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**PHONE:** (801) 555-1234  
**FAX:** (801) 555-1234  
**WEB:** [www.americanfork.gov](http://www.americanfork.gov)

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51 E Main St  
American Fork, UT  
84003

ST202500118

FY 2026 Road Overlay Project

August 6, 2025

To American Fork City Council,

It is the recommendation of the Engineering Department within the American Fork City Department of Public Works, that Asphalt Construction & Excavating Company be awarded the contract to the referenced project at the established price of \$222,731.00. Their submission of insurance and bond information, previous work history, and other included documents leads us to believe them to be a trustworthy bidder who will have success on this project. Additionally, their pricing came out as the lowest when compared to all other bidders.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kelvin C. Smith".

Kelvin Smith, P.E.  
Asst. City Engineer

## DOCUMENT 003600

## NOTICE OF AWARD

To: Asphalt Construction & Excavating Company  
 ATTN: Clayton Monahan  
 1256 N 1725 W  
 Farr West, UT 84404

PROJECT Description: American Fork City – FY 2026 Road Overlay Project

The OWNER has considered the BID submitted by you for the above described WORK in response to its **Advertisement for Bids dated July 9, 2025**, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$ 222,731.00. You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance Bond, Payment Bond, and Certificates of Insurance within ten (10) calendar days from the date of this notice to you.

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

You are required to return an acknowledged copy of this Notice of Award to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 American Fork City  
 Owner

## ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF  
 AWARD is hereby acknowledged

By \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_

Title \_\_\_\_\_



DOCUMENT 005100  
NOTICE TO PROCEED

To: \_\_\_\_\_

Date: \_\_\_\_\_

You are hereby notified to commence work in accordance with the Agreement dated \_\_\_\_\_,  
20\_\_\_\_, on or before \_\_\_\_\_, and you are to complete by **September 30, 2025**.

American Fork City

\_\_\_\_\_  
Owner

ACCEPTANCE OF NOTICE

By \_\_\_\_\_

Receipt of the above NOTICE TO  
PROCEED is hereby acknowledged

Title \_\_\_\_\_

By \_\_\_\_\_

this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

## DOCUMENT 005000

## AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between American Fork City, hereinafter called "OWNER" and \_\_\_\_\_, doing business as a corporation, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete construction of the American Fork City – FY 2026 Road Overlay Project.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the Notice to Proceed and will complete the work required by the CONTRACT DOCUMENTS and be substantially complete by September 30, 2025 with final completion by **October 9, 2025**, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ \_\_\_\_\_.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
  - (A) Advertisement for BIDS
  - (B) Information for BIDDERS
  - (C) Information Required of Bidder
  - (D) Bid
  - (E) Bid Bond
  - (F) E Verify Certification
  - (G) Non-Collusion Affidavit
  - (H) Agreement
  - (I) General Conditions
  - (J) Supplemental General Conditions
  - (K) Special Provisions
  - (L) Payment Bond
  - (M) Performance Bond
  - (N) Notice of Award
  - (O) Notice to Proceed

- (P) Change Order
- (Q) Waiver of Lien
- (R) Specifications prepared or issued by the city, dated, July 2025.
- (S) Drawings prepared by American Fork City numbered 1 through 11 and dated July 2025.
- (T) American Fork Standards, Standards, Drawings, and Specifications.
- (U) Addendum:
- No. \_\_\_\_\_, DATED \_\_\_\_\_, 20\_\_\_\_
- No. \_\_\_\_\_, DATED \_\_\_\_\_, 20\_\_\_\_

6. The OWNER will pay to the CONTRACTOR in the manner at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS. The final payment shall be kept as retainage and will be held until construction is complete and is accepted by the city.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns. IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in triplicate, each of which shall be deemed an original on the date first above written.

(SEAL)

ATTEST:

\_\_\_\_\_

Name \_\_\_\_\_  
(please type)

Title \_\_\_\_\_

(SEAL)

ATTEST:

\_\_\_\_\_

Name \_\_\_\_\_  
(please type)

Title \_\_\_\_\_

OWNER: American Fork City

BY\_

Name\_

Title \_\_\_\_\_

Approved as to from:

City Attorney

Approved as to content:

\_\_\_\_\_  
City Engineer

Contractor:

\_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_ (please type)

Address



**REQUEST FOR COUNCIL ACTION  
CITY OF AMERICAN FORK  
AUGUST 12, 2025**

Department Recorder

Director Approval Terilyn Lurker

**AGENDA ITEM** Review and action on a resolution approving an Interlocal Cooperation Agreement with Lehi City related to the Pony Express Parkway Extension.

**SUMMARY RECOMMENDATION**

Staff would recommend approval.

**BACKGROUND**

This interlocal agreement between Lehi City and American Fork City is related to the Pony Express Parkway Extension, Lehi to American Fork. In June, the Utah County Board of Commissioners approved in interlocal agreement between the county and Lehi for the design and construction of the Pony Express Parkway Extension, Lehi to AF. This agreement is for the construction of a roadway and bridge widening project known as the Pony Express Parkway Extension from Center Street in Lehi to approximately 840 South 700 West in American Fork.

**BUDGET IMPACT**

See agreement

**SUGGESTED MOTION**

Move to adopt the resolution approving the Interlocal Cooperation Agreement between Lehi City and American Fork City related to the Pony Express Parkway Extension, Lehi to AF project, and authorize the city to sign the necessary documents.

**SUPPORTING DOCUMENTS**

08.12.25 - Interlocal Agreement with Lehi City for Pony Express Parkway Extension (DOCX)

Interlocal Cooperative Agreement with Lehi - Pony Express Parkway Extension (PDF)

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN AMERICAN FORK CITY AND LEHI CITY RELATED TO THE PONY EXPRESS PARKWAY EXTENSION.

WHEREAS, American Fork City desires to enter into an interlocal agreement with Lehi City related to the Pony Express Parkway Extension project.

NOW, THEREFORE, the City Council of American Fork, resolves to enter into the attached Interlocal Cooperation Agreement related to the Pony Express Parkway Extension project.

ADOPTED BY THE CITY COUNCIL OF AMERICAN FORK, UTAH, THIS 12TH DAY OF AUGUST 2025.

Bradley J. Frost, Mayor

ATTEST:

Terilyn Lurker, City Recorder

# INTERLOCAL COOPERATION AGREEMENT BETWEEN LEHI CITY AND AMERICAN FORK CITY RELATED TO THE PONY EXPRESS PARKWAY EXTENSION, LEHI TO AF PROJECT

THIS IS AN INTERLOCAL COOPERATION AGREEMENT "Agreement" made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between **Lehi City**, a political subdivision of the State of Utah, hereinafter referred to as "**Lehi**" and the **American Fork City**, a political subdivision of the State of Utah, hereinafter referred to as "**AF**," jointly referred to as "the **Parties**" and individually as a "Party."

## WITNESSETH:

**WHEREAS**, pursuant to the provisions of the Interlocal Cooperation Act ("Act"), Title 11, Chapter 13, Utah Code Annotated, 1953 as amended, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into written agreements with one another for joint or cooperative action; and

**WHEREAS**, pursuant to the Act, the Parties desire to work together through joint and cooperative undertaking that will benefit the residents of Lehi and AF; and

**WHEREAS**, pursuant to Utah Code Ann. § 59-12-1903 (2008) (now Utah Code Ann. § 59-12-2218), the County adopted Ordinance No. 2008-26 to enact a sales and use tax ("3<sup>rd</sup> Quarter Tax") of 0.25% upon certain transactions described therein; and

**WHEREAS**, the Metropolitan Planning Organization ("MPO") Regional Planning Committee determined that the Pony Express Parkway Extension, Lehi to AF project should receive a portion of the revenues of the 3<sup>rd</sup> Quarter Tax not to exceed \$1,000,000 in 2025 and \$11,683,700 in 2027; and

**WHEREAS**, on June 25, 2025 the Utah County Board of Commissioners approved an Inter-local Cooperation Agreement between Utah County and Lehi City for the design and construction of the Pony Express Parkway Extension, Lehi to AF; and

**WHEREAS**, the Parties to this Agreement are public agencies as defined in the Act.

**NOW, THEREFORE**, the Parties do mutually agree, pursuant to the terms and provisions of the Act, as follows:

## **Section 1. EFFECTIVE DATE; DURATION**

This Agreement shall become effective and shall enter into force, within the meaning of the Act, upon the submission of this Agreement to, and the approval and execution thereof by Resolution of the governing bodies of each of the Parties to this Agreement. The term of this Agreement shall be from the effective date hereof until terminated, but is no longer than 10 years from the date of this Agreement. This Agreement shall not become effective until it has been reviewed and approved as to form and compatibility by the attorneys for each of the Parties to this Agreement. This Agreement shall be filed with the person who keeps the records of each of the



Parties hereto.

## Section 2. PURPOSES

This Agreement has been established and entered into between Lehi and AF for the construction of a roadway and bridge widening project known as the Pony Express Parkway Extension, Lehi to AF project which consists of:

- Roadway extension of Pony Express Parkway (Lehi 1900 South at Center Street) from Center Street in Lehi to approximately 840 South 700 West in American Fork. This roadway extension is expected to include one vehicular travel lane in each direction with some widening at each major intersection to accommodate turning movements (the “Project”).

## Section 3. ADMINISTRATION OF AGREEMENT

The Parties to this Agreement do not contemplate nor intend to establish a separate legal entity under the terms of this Agreement. The Parties further agree that this Agreement does not anticipate nor provide for any organizational changes in the Parties. The Parties agree to keep all books and records related to the Project for the period of time required by the Utah Division of Archives and Record Service following the completion of said project and further agree that said books and records shall be open for examination by the Parties’ hereto at all reasonable times.

## Section 4. PARTIES RESPONSIBILITIES

Lehi and AF hereby agree that the following enumerates the anticipated responsibilities both Parties shall incur during the administration of the Project Unless otherwise noted, the following items shall be completed in a collaborative manner with neither party being solely responsible.

1. **Project Scope:** Project includes the roadway extension of Pony Express Parkway (Lehi 1900 South) from Center Street Lehi to approximately 700 West in American Fork. This roadway extension is expected to include the purchase of 105’ of right-of-way for five lanes (two vehicular lanes in each direction with a center turn lane) but anticipates only one vehicular travel lane in each direction with some widening at each major intersection to accommodate turning movements. Project may also include some roadway construction/widening of 700 West in American Fork from the Pony Express Parkway alignment northward towards 200 South to allow for a minimum of one lane of travel in each direction, north and south.

2. **Project Initiation:** Lehi and AF intend to hire a project engineer from the prequalified UDOT pool, who will be responsible to prepare conceptual right-of-way, design plan and environment plans for review and approval by Lehi and AF. These conceptual plans will be prepared based upon the evaluation of the project scope presented as part of the Project Prioritization Concept Report submitted to the Metropolitan Planning Organization (MPO) as part of the project funding, along with design-related guidance provided by Lehi and AF, Utah County, and the MPO.

3. **Project Development:** Based upon the conceptual design and environmental plans prepared during the Project Initiation phase, Lehi and AF and the designated project engineer will design, prepare the necessary ROW plans, bid out and manage the construction of the Project.
4. **Design:** The design and construction standards for the Project will be split into two sections. Improvements constructed west of the Lehi/AF city boundary will need to meet or exceed the current Lehi City Design Standards and Public Improvement Specifications, whereas improvements constructed east of Lehi/AF city boundary will need to meet or exceed the current American Fork City Standards and Specifications.
5. **Permits:** Lehi and AF (in conjunction with the designated project engineer) will acquire the appropriate clearances and permits through the design process (which may include but are not limited to Endangered Species Act, Clean Water Act, Division of Forestry Fire and State Lands, etc.), as required.
6. **ROW Acquisition:** Lehi and AF intend to hire a ROW agent who will be responsible to acquire all necessary ROW in adherence to their established ROW acquisition process. ROW acquisition west of the Lehi/AF city boundary shall be the responsibility of Lehi, whereas ROW acquisition east of the Lehi/AF city boundary shall be the responsibility of AF. Parties may choose to hire the same ROW agent for both municipalities or may choose to hire separate ROW agents for their respective Parties.
7. **Procurement:** Advertising of the Project and procurement of services (including preparation of pre-bidding documents and the procurement of pre-construction services) will follow Lehi's established procurement policies with direct collaboration with and input from AF. All construction bids will include a 10% construction contingency. Lehi will provide a copy of the notice of award to AF/MPO/Utah County.
8. **Construction Process:** Lehi and AF intend to hire a Construction Manager/Engineer who will be responsible for daily inspections as well as managing the construction of the Project and the contractor hired to complete the Project. Supervision of the Construction Manager/Engineer within Lehi City shall be the primary responsibility of Lehi while supervision within the American Fork city boundaries shall be the primary responsibility of AF. The Parties will routinely coordinate throughout the duration of the Project. Parties agree to notify each other during construction of any changes that affect the scope or cost of the Project.
9. **Project Completion:** Lehi and AF will collaborate together on the final inspection of the completed Project.
10. **Responsibility of Payment for Direct Costs and Reimbursement to Local Jurisdiction for Approved Project Costs:** Both Lehi and AF acknowledge that the Project has been recommended by the Mountainland Metropolitan Planning Organization Regional Planning Committee to be funded at an amount not to exceed \$12,683,700.00. Parties agree that Lehi shall enter into an agreement with Utah County/MPO and be responsible for payment of invoices and for requesting reimbursement for said payments from MPO/Utah County. Parties also agree to pay a 6.77% match of the Total Project Cost (which include but are not limited to studies, design, right-off-way acquisition, documentation, construction, mitigation of wetlands, and all costs to related to the design, bid and construction of the Project), which is expected to be \$858,686.50

(“Total Match Cost”). The Total Match Cost paid by Lehi and AF is based upon the percentage of Total Project Costs incurred within their city boundaries. Based upon the percentage of roadway located within each City, it has been determined that Lehi will pay 50% of the Total Match Costs and AF will pay 50% of the Total Match Cost. Based upon this 50/50 percentage, the expected Total Match Cost paid by Lehi and AF is \$429,344.00 respectively. Additionally, the following applies to the direct costs and associated reimbursements:

- a. Any soft cost match being considered as part of each Party’s Total Match Cost for this Project, will be submitted to the Program Manager as it comes available, and may include the following items:
  - i. Property or Public Utility Easements (PUE’s) dedicated to either Lehi or AF within the Project corridor after September 01, 2022
  - ii. Pavement improvements constructed within the Project corridor after September 01, 2022
  - iii. Property Acquisition / Preliminary Engineering / Surveying / Environmental / design costs related to the Project that are expended after September 01, 2022
- b. Lehi will invoice AF for AF match costs, after which Lehi will deduct Lehi and AF match costs from invoices sent to MPO/Utah County.
- c. Project cost overruns or city-requested project betterments west of the Lehi/AF boundary shall be the sole responsibility of Lehi.
- d. Project cost overruns or city-requested project betterments east of the Lehi/AF boundary shall be the sole responsibility of AF.
- e. Invoices from cost overruns or city-requested project betterments that are the responsibility of Lehi shall be paid directly by Lehi. Invoices from cost overruns or city-requested project betterments that are the responsibility of AF shall first be paid from AF to Lehi with Lehi making payment to MPO/Utah County for the invoice. Lehi shall provide written proof payment of these payments to AF.
- f. Any surplus MPO/Utah County funds remaining after the completion of the Project will be returned to the fund balance to be reallocated to other Projects selected through the MPO project selection process. Any other surplus funds shall be returned to Lehi and AF with funds being returned to the jurisdiction from which they originated. Funds whose origin cannot be identified shall be split equally among Lehi and AF.

11. **Ownership and Maintenance of Highway:** Lehi and AF shall own and be responsible for maintenance, repair and replacement of the completed Project within their respective jurisdictions.

12. **Inspection:** Parties, and their assignees and designees reserve the right to enter upon the roadway, bridge and/or trail improvements within their respective jurisdictions to inspect the same

to verify compliance with this Agreement.

## **Section 5. METHOD OF TERMINATION**

1. **Mutual Written Agreement:** The Parties may terminate this Agreement at any time by mutual written consent, specifying the effective date of termination and addressing the disposition of obligations and funds.
2. **Material Breach:** A Party may terminate this Agreement for cause if the other Party materially breaches its obligations under this Agreement, provided that:
  - a. The non-breaching Party provides written notice describing the breach in reasonable detail;
  - b. The breaching Party fails to cure such breach within sixty (60) days of receipt of notice; and
  - c. If uncured, the non-breaching Party may terminate by delivering written notice of termination.
3. **Legal Prohibition:** Either Party may terminate this Agreement if continued performance would violate applicable law, regulation, or a final court order, provided the terminating Party provides written notice and documentation of the legal impediment.
4. **Post-Construction Termination:** Except as otherwise provided above, this Agreement shall not be subject to unilateral termination once construction of the Project has commenced. Upon commencement of construction, the Parties shall be deemed committed through Project completion and warranty periods, unless mutually agreed otherwise in writing.

In the event of termination, the Parties shall coordinate to ensure all incurred financial obligations are fulfilled, and to ensure that work in progress is either completed, stabilized, or transitioned in a manner that protects public safety and investment.

## **Section 6. INDEMNIFICATION**

The Parties and are governmental entities and subject to the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101, et seq. ("GIAU"). Subject to the provisions of the GIAU, the Parties agree to indemnify and hold harmless the other Party, its agents, officers and employees from and against any and all actions, claims, lawsuits, proceedings, liability, damages, losses and expenses (including attorney's fees and costs) arising out of or resulting from the performance of this Agreement to the extent the same are caused by any negligent or wrongful act or omission of that party, its officers, agents or employees. Nothing in this Agreement shall be deemed a waiver of any rights, statutory limitations on liability, or defenses applicable to either Party under the GIAU.

## **Section 7. FILING OF INTERLOCAL COOPERATION AGREEMENT**

Executed copies of this Agreement shall be placed on file in the office of the official keeper of records of Parties and shall remain on file for public inspection during the term of this Agreement.

## **Section 8. ADOPTION REQUIREMENTS**

This Agreement shall be (a) approved by Resolution of the governing body of each of the Parties, (b) executed by a duly authorized official of each of the Parties, (c) submitted to and approved by an authorized attorney of each of the Parties, as required by Section 11-13-202.5, Utah Code Annotated, 1953 as amended, and (d) filed in the official records of each Party.

### **Section 9. AMENDMENTS.**

This Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be:

- (a) approved by Resolution of the governing body of each of the Parties;
- (b) executed by a duly authorized official of each of the Parties;
- (c) submitted to and approved by an authorized attorney of each of the Parties, as required by Section 11-13-202.5, Utah Code Annotated, 1953 as amended; and
- (d) filed in the official records of each Party.

### **Section 10. SEVERABILITY**

If any term or provision of the Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the Parties hereby waive any provision of law which would render any of the terms of this Agreement unenforceable.

### **Section 11. NO PRESUMPTION**

Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against the Party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that each of the Parties have participated in the preparation hereof.

### **Section 12. HEADINGS**

Headings herein are for convenience of reference only and shall not be considered any interpretation of the Agreement.

### **Section 13. BINDING AGREEMENT**

This Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the Parties hereto.

### **Section 14. NOTICES**

All notices, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or by

certified mail, return receipt requested, postage paid, to the Parties at their addresses first above written, or at such other addresses as may be designated by notice given hereunder.

### **Section 15. ASSIGNMENT**

The Parties to this Agreement shall not assign this Agreement, or any part hereof, without the prior written consent of all other Party to this Agreement. No assignment shall relieve the original Parties from any liability hereunder.

### **Section 16. GOVERNING LAW**

All questions with respect to the construction of this Agreement, and the rights and liability of the Parties hereto, shall be governed by the laws of the State of Utah.

**Section 17. Counterparts.** This Agreement may be executed in counterparts, and all so executed will constitute one agreement binding on all the Parties, it being understood that all Parties need not sign the same counterpart. Further, executed copies of this Agreement delivered by facsimile or email will be deemed an original signed copy of this Agreement.

**ATTEST:**

**LEHI CITY**

By: \_\_\_\_\_

City Recorder

\_\_\_\_\_

City Manager

Approved as to Form: \_\_\_\_\_

City Attorney

**ATTEST:**

**AMERICAN FORK CITY**

By: \_\_\_\_\_

City Recorder

\_\_\_\_\_

City Manager

Approved as to Form: \_\_\_\_\_

City Attorney