



AMERICAN FORK CITY COUNCIL
AUGUST 26, 2025
CITY COUNCIL AGENDA

Notice of Electronic Meeting

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

The American Fork City Council will meet in a regular session on Tuesday, August 26, 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 Hunter; roll call.
2. Twenty-minute public comment period - limited to two minutes per person.
3. City Administrator's Report
4. Council Reports
5. Mayor's Report

COMMON CONSENT AGENDA

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

1. Approval of the August 5, 2025, work session minutes.
2. Approval of the authorization to release the Improvements Durability Retainer of \$3,481.00 for Bennion Property, located at 870 East 30 North.
3. Ratification of city payments (August 6, 2025, to August 19, 2025) and approval of purchase requests over \$50,000.

ACTION ITEMS

1. Review and action on approval of the appointment of Claire Oldham to the Planning Commission, with a term ending 2026.
2. Review and action on approval of a reimbursement agreement for Bridge Haven for Bridges at Fox Hollow Plat A (App #2).
3. Review and action on a Performance-in-Lieu Agreement with Bridge Haven regarding actual construction in lieu of providing an Improvements Construction Guarantee associated with Bridges at Fox Hollow Plat C.
4. Consideration of business license revocation pursuant to American Fork City Code Chapter 5.04 of Millet Massage SPA LLC. located at 377 East 60 South.
5. Adjournment.

Dated this 21st day of August 2025.

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 26, 2025

Department Public Works Director Approval Sam Kelly

AGENDA ITEM Consideration regarding authorization to release the Improvements Durability Retainer of \$3,481.00 for Bennion Property, located at 870 East 30 North.

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 \$3,481.00 for Bennion Property. 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

Bennion property durability release for CC 8-26-25 (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 BENNION PROPERTY 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: \$3,481.00

PASSED THIS 26 DAY OF AUGUST 2025

City Representative, American Fork City

ATTEST:

Terilyn Lurker, City Recorder



BOND RELEASE REQUEST

Development Name: Bennion

Development Address approx 870 E and 30 N

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

Bond Type:

Please send check/bank letter to:

Name: Amy Bennion

Bank (if applicable): _____

Address:

City: American Fork State: Utah Zip: 84003

Phone: Email:

Signature: Amy Bennion Date: 8/11/25

City Official Use Only

Administrative Signature: Dee Faught Date: 8-12-25
Inspector Signature: Dee Faught Date: 8/12/25

American Fork City
51 E Main St

American Fork UT 84003-2381 801-763-3000

Receipt No: 22.001263 Sep 27, 2023

Don Bennion

Building Permits-Performance Bonds - Public Improv. Bennio 36,310.00
Building Permits-Performance Bonds - Improvement Warrant 3,631.00

Total: 39,941.00

Check Chk No: 2102 39,941.00
Total Applied: 39,941.00

Change Tendered: .00

09/27/2023 11:56



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
AUGUST 26, 2025**

Department Recorder

Director Approval Terilyn Lurker

AGENDA ITEM Review and action on approval of the appointment of Claire Oldham to the Planning Commission, with a term ending 2026.

SUMMARY RECOMMENDATION

Staff would recommend approval of the appointment.

BACKGROUND

Claire Oldham was appointed as an alternate to the Planning Commission on June 4, 2024, and re-appointed as alternate on January 28, 2025. She is being appointed to fill the remainder of Bruce Frandsen's term, who has resigned.

BUDGET IMPACT

NA

SUGGESTED MOTION

Move to approve the appointment of Claire Oldham to the Planning Commission with a term ending 2026.

SUPPORTING DOCUMENTS



REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
AUGUST 26, 2025

Department Recorder _____ Director Approval Terilyn Lurker _____

AGENDA ITEM Review and action on approval of a reimbursement agreement for Bridge Haven for Bridges at Fox Hollow Plat A (App #2).

SUMMARY RECOMMENDATION Bridge Haven proposes a Reimbursement Agreement for Sidewalk/Trail improvements for the recently approved Bridges at Fox Hollow Plat A (App #2) development for Parcel 12:061:0273 which consists of approximately 4.01 acres.

BACKGROUND The Development Review Committee approved the Bridges at Fox Hollow Plat A (App #2) Final Plat development at the December 09, 2024 regular session meeting. Bridge Haven has been working closely with the City's Public Works Department on a plan for the upsizing of the 10' concrete trail along 980 N (West of 350 E) and 980 N (East of 350 E) in compliance with the approved Master Plans.

A Reimbursement Agreement was drafted by the developer and reviewed by the City Attorney's office. The agreement outlines the parameters for the construction cost of the 10' concrete trail along 980 N (West of 350 E) and 980 N (East of 350 E) in compliance with the approved Master Plans.

The improvement impact fees reimbursement add up to \$6,960.00 for 10' concrete trail along 980 N (West of 350 E) improvements and \$5,676.75 for 10' concrete trail along 980 N (East of 350 E). The total cost for the system improvements adds up to \$12,636.75.

BUDGET IMPACT An amount no greater than \$12,636.75 for the upsizing of the public improvements for the 10' concrete trail along 980 N (West of 350 E) and 980 N (East of 350 E), which will be applied as Sidewalk/Trail impact fee reimbursements.

SUGGESTED MOTION Move to approve the Reimbursement Agreement with Bridge Haven for system improvements for an amount no greater than \$12,636.75 for Bridges at Fox Hollow Plat A (App#2).

SUPPORTING DOCUMENTS

5 Reimbursement Agreement (Bridges at Fox Hollow)-1-22-25 (1) (PDF)

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("Agreement") is entered into as of this 31 day of December, 2024, by and between **Bridge Haven** ("Developer") with its principal offices located at **372 S Main Street Alpine, UT 84004** and American Fork City, a municipal corporation and political subdivision of the State of Utah with its principal offices located at 51 East Main Street, American Fork, Utah 84003 ("City").

RECITALS

WHEREAS, Developer owns and/or will develop certain parcels of property located in American Fork, Utah County, Utah, specifically Parcel 12:061:0273 which consists of approximately 4.01 acres and is further described in Exhibit A attached hereto (the "Property").

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

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

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

AGREEMENT

1. Sanitary Sewer Line.

Not Applicable

2. Storm Sewer Line.

Not Applicable

3. Culinary Water Line.

Not Applicable

4. Pressurized Irrigation Line.

Not Applicable

5. Sidewalk/Trail. Developer is proposing to construct a sidewalk at the required minimum size as required in City codes and standards. The City seeks to have some or all of the sidewalk within the development upsized to a 10' wide 4" thick concrete trail to accommodate additional off-site uses. Each upsized sidewalk is a system improvement. The additional work, associated materials and costs are set forth, and agreed to as shown, in the attached Exhibit B.

6. Road.

Not Applicable

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

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

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

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

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

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

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

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

15. Third-Party Beneficiary Interests. Nothing contained in this Agreement is intended to benefit any person or entity other than the parties to this Agreement and/or their respective successors and assigns; and no representation or warranty is intended for the benefit of, or to be relied upon by, any person or entity which is not a party to this Agreement and/or their respective successors and assigns.

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

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

DEVELOPER

By: W. J. Frost
Its: _____

AMERICAN FORK CITY

Bradley J. Frost
Mayor, American Fork City

ATTEST:

City Recorder

Approved as to form:

Approved as to content:

City Attorney

City Engineer

EXHIBIT A
Parcel Legal Description

Bridges at Fox Hollow Plat A

BEGINNING AT A POINT LOCATED SOUTH 0°01'13" EAST ALONG SECTION LINE 884.09 FEET AND EAST 454.72 FEET FROM THE WEST QUARTER CORNER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE ALONG A BOUNDARY LINE AGREEMENT RECORDED AS ENTRY 121826:2004 THE FOLLOWING COURSE: 1) NORTH 03°04'28" EAST 107.93 FEET; THENCE NORTH 86°01'46" EAST 14.97 FEET; THENCE SOUTH 40°43'53" EAST 106.46 FEET; THENCE NORTH 83°34'20" EAST 92.83 FEET; THENCE NORTH 73°50'18" EAST 82.35 FEET; THENCE NORTH 30°57'21" EAST 88.17 FEET; THENCE ALONG THE ARC OF A 306.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 26.34 FEET (CURVE HAVING A CENTRAL ANGLE EQUALS 04°55'53" AND LONG CHORD BEARS N00°37'25"W 26.33 FEET); THENCE NORTH 01°50'32" EAST 101.54 FEET; THENCE ALONG THE ARC OF A 234.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 65.96 FEET (CURVE HAVING A CENTRAL ANGLE EQUALS 15°29'22" AND LONG CHORD BEARS N05°54'09"W 65.76 FEET); THENCE NORTH 13°38'51" WEST 148.07 FEET; THENCE ALONG THE ARC OF A 583.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 5.20 FEET (CURVE HAVING A CENTRAL ANGLE EQUALS 00°30'38" AND LONG CHORD BEARS N13°23'31"W 5.20 FEET); THENCE ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 22.41 FEET (CURVE HAVING A CENTRAL ANGLE EQUALS 85°35'18" AND LONG CHORD BEARS N55°55'51"W 20.38 FEET); THENCE NORTH 08°43'30" WEST 62.00 FEET; THENCE ALONG THE ARC OF A NON-TANGENT 15.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 22.41 FEET (CURVE HAVING A CENTRAL ANGLE EQUALS 85°35'18" AND LONG CHORD BEARS N38°28'51"E 20.38 FEET); THENCE ALONG THE ARC OF A 583.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 84.62 FEET (CURVE HAVING A CENTRAL ANGLE EQUALS 08°19'00" AND LONG CHORD BEARS N00°09'18"W 84.55 FEET); THENCE SOUTH 88°14'57" WEST 88.86 FEET; THENCE NORTH 07°07'48" WEST 116.41 FEET; THENCE ALONG THE ARC OF A NON-TANGENT 63.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 16.41 FEET (CURVE HAVING A CENTRAL ANGLE EQUALS 14°55'17" AND LONG CHORD BEARS N26°53'28"E 16.36 FEET); THENCE ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 18.44 FEET (CURVE HAVING A CENTRAL ANGLE EQUALS 70°25'03" AND LONG CHORD BEARS N54°37'59"E 17.30 FEET); THENCE NORTH 89°50'30" EAST 9.88 FEET; THENCE ALONG THE ARC OF A 244.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 42.92 FEET (CURVE HAVING A CENTRAL ANGLE EQUALS 10°04'42" AND LONG CHORD BEARS S85°07'09"E 42.86 FEET); THENCE NORTH 09°55'12" EAST 62.00 FEET; THENCE ALONG THE ARC OF A NON-TANGENT 306.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 13.52 FEET (CURVE HAVING A CENTRAL ANGLE EQUALS 02°31'54" AND LONG CHORD BEARS S78°48'52"E 13.52 FEET); THENCE SOUTH 77°32'55" EAST 102.19 FEET; THENCE SOUTH 12°25'43" WEST 101.14 FEET; THENCE ALONG THE ARC OF A 521.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 1.22 FEET (CURVE HAVING A CENTRAL ANGLE EQUALS 00°08'02" AND LONG CHORD BEARS S12°21'43"W 1.22 FEET); THENCE SOUTH 77°55'19" EAST 100.98 FEET; THENCE SOUTH 12°04'41" WEST 30.65 FEET; THENCE SOUTH 119.69 FEET; THENCE SOUTH 12°15'32" EAST 60.00 FEET; THENCE SOUTH 16°30'42" EAST 84.65 FEET; THENCE SOUTH 08°46'23" EAST 111.48 FEET; THENCE SOUTH 00°10'17" WEST 107.02 FEET; THENCE SOUTH 89°49'43" EAST 113.25 FEET; THENCE NORTH 04°11'58" WEST 106.62 FEET; THENCE NORTH 79°08'39" EAST 94.70 FEET; THENCE ALONG THE ARC OF A NON-TANGENT 70.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 63.44 FEET (CURVE HAVING A CENTRAL ANGLE EQUALS 51°55'32" AND LONG CHORD BEARS S36°48'08"E 61.29 FEET); THENCE ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 17.22 FEET (CURVE HAVING A CENTRAL ANGLE EQUALS 65°46'28" AND LONG CHORD BEARS S29°52'32"E 16.29 FEET); THENCE ALONG THE ARC OF A 244.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 15.43 FEET (CURVE HAVING A CENTRAL ANGLE EQUALS 03°37'25" AND LONG CHORD BEARS S04°49'24"W 15.43 FEET); THENCE ALONG RIVER EDGE PLATS E, F & G THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) NORTH 88°30'00" WEST 99.31 FEET, 2) SOUTH 06°03'18" WEST 159.85 FEET, AND 3) SOUTH 82°24'16" WEST 23.23 FEET; THENCE SOUTH 09°26'00" WEST 7.48 FEET; THENCE SOUTH 81°48'11" WEST 170.05 FEET; THENCE SOUTH 82°40'34" WEST 258.17 FEET; THENCE SOUTH 84°30'09" WEST 33.18 FEET; THENCE SOUTH 83°57'16" WEST 38.75 FEET; THENCE SOUTH 83°24'23" WEST 77.63 FEET TO THE POINT OF BEGINNING.

CONTAINS: 174,464 SF OR 4.01 AC

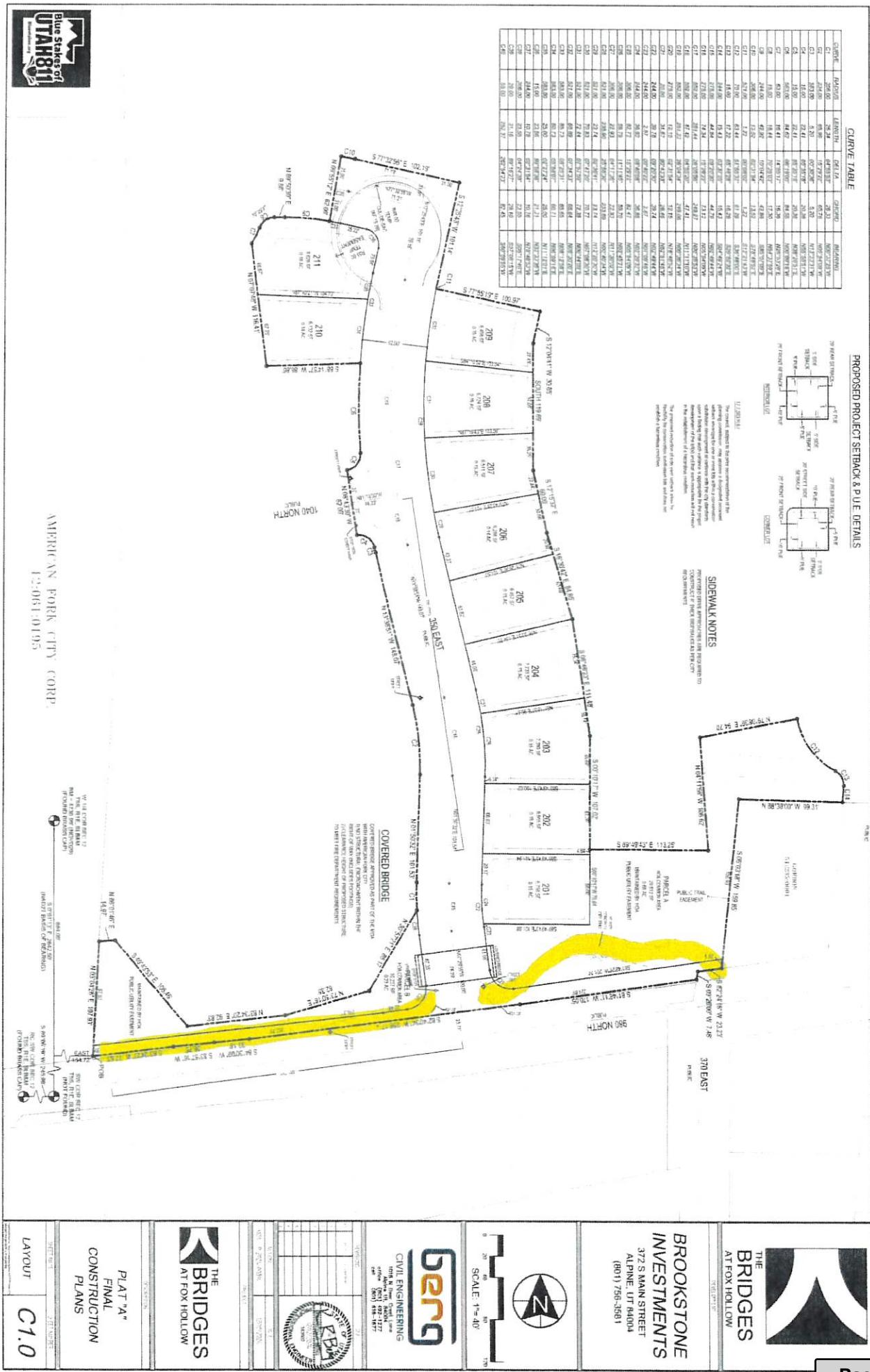
EXHIBIT "B"
Description of Improvements and estimated cost (bid schedule)

Name of Development: BRIDGES AT FOX HOLLOW PLAT A - REAPPROVAL

SYSTEM IMPROVEMENTS

1/28/2025

	Description of Item	Quantity	Unit	Unit Price	Total	Reimbursable		Total
						Quantity	Unit	
STREETS / HARDCAPES								
	10' Concrete Trail along 980 N (West of 350 East)	1600	SF	\$4.35	\$6,960.00	1600	SF	\$4.35
	10' Concrete Trail along 980 N (East of 350 East)	1305	SF	\$4.35	\$5,676.75	1305	SF	\$4.35
					\$78,315.50			\$12,636.75
	10% Durability - retained at ICG release REAPPROVAL				\$9,095.23			
	Amount REIMBURSEABLE							\$12,636.75





REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
AUGUST 26, 2025

Department Planning Director Approval Patrick O'Brien

AGENDA ITEM Review and action on a Performance-in-Lieu Agreement with Bridge Haven regarding actual construction in lieu of providing an Improvements Construction Guarantee associated with Bridges at Fox Hollow Plat C.

SUMMARY RECOMMENDATION Staff recommends approval of the Agreement.

BACKGROUND City ordinance provides for an option wherein a developer can petition the City Council to allow construction of improvements in lieu of providing a performance guarantee. In this instance the recording of the plat is deferred until the project improvements are deemed complete. The Council has the option to require a petitioner to prove sufficient resources to complete the project.

BUDGET IMPACT N/A

SUGGESTED MOTION Move to approve the Performance-in-Lieu Agreement with Bridge Haven for Bridges at Fox Hollow, and authorize the Mayor to execute the documents.

SUPPORTING DOCUMENTS

20250525_4_Blanket Easement_BaFH Plat C_RBurkhill_Approved	(PDF)
20250731_4_Performancein Lieu_BaFH Plat C_RBurkhill_Approved	(PDF)
20250525_16_Mylar_BaFH_Platt C	(PDF)

After recording return to:
 American Fork City
 Attn: City Recorder
 51 East Main Street
 American Fork, Utah 84003

TEMPORARY EASEMENT

For the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Grantor hereby grants, conveys, sells, and sets over unto **AMERICAN FORK CITY, a Utah municipal corporation**, as Grantee, its successors and assigns, a temporary blanket easement for the installation, maintenance, operation, repair, inspection, protection, removal and/or replacement of the public landscaping and/or infrastructure improvements ("Improvements") consistent with the approved final plat and engineering drawings for the Bridges at Fox Hollow Plat C project as shown in **Exhibit "A"**. Said easement being situated in Utah County, State of Utah, through a parcel of Grantor's land, which easement is located in the [Quarter of Section, Township, Range, Base and Meridian], more particularly described as follows:

DESCRIPTION See attached Description

Contains: ± _____ s.f.

To have and hold the same unto said Grantee, its successors and assigns, with right of ingress and egress in said Grantee, its contractors and assigns to enter upon the above described property with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, remove and replace said Improvements. At no time shall Grantor, its successors, licensees, lessees, contractors or assigns or their agents or employees erect or permit to be erected any obstruction of accessing said temporary easement.

This Temporary Easement shall automatically expire at the time of recording of the mylar for the subdivision or when the Improvements are installed and accepted by American Fork City.

In witness whereof, the Grantor has executed this easement this

20th day of May, 2019

[GRANTOR]

W.M. S. Jr. mgr
 By: NAME, TITLE

Approved as to form: American Fork City Attorney

State of Utah

County of Utah^{:ss}

On the 20th day of May, 2025 personally appeared before me
WES JONES, who acknowledged himself to be the [TITLE] of [GRANTOR],
 and that he/she, as such [TITLE], being authorized so to do, executed the foregoing instrument
 for the purposes therein contained.



Michelle D Draper
 Notary Public

ACCEPTED BY:

AMERICAN FORK CITY

 Bradley J. Frost, Mayor

Approved as to form: American Fork City Attorney

Exhibit 'A'

BEGINNING AT A POINT LOCATED SOUTH 00°01'13" EAST ALONG SECTION LINE 645.58 FEET AND EAST 1230.42 FEET FROM THE WEST QUARTER CORNER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;
 THENCE ALONG THE EAST BOUNDARY LINE OF BRIDGES AT FOX HOLLOW PLAT "B" THE FOLLOWING NINE (9) COURSES: 1) ALONG THE ARC OF A 306 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 27.40 FEET (CURVE HAVING A CENTRAL ANGLE EQUALS 05°07'52" AND LONG CHORD BEARS N03°01'38"E 27.40 FEET), 2) ALONG THE ARC OF A 15 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 13.25 FEET (CURVE HAVING A CENTRAL ANGLE EQUALS 50°36'55" AND LONG CHORD BEARS N25°46'09"E 12.82 FEET), 3) ALONG THE ARC OF A 70 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 56.69 FEET (CURVE HAVING A CENTRAL ANGLE EQUALS 46°24'01" AND LONG CHORD BEARS N27°52'36"E 55.15 FEET), 4) ALONG THE ARC OF A 15 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 13.25 FEET (CURVE HAVING A CENTRAL ANGLE EQUALS 50°36'55" AND LONG CHORD BEARS N29°59'03"E 12.82 FEET), 5) ALONG THE ARC OF A 306 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 134.01 FEET (CURVE HAVING A CENTRAL ANGLE EQUALS 25°05'30" AND LONG CHORD BEARS N42°44'46"E 132.94 FEET), 6) NORTH 59°47'58" WEST 62.00 FEET, 7) NORTH 44°19'34" WEST 128.20 FEET, 8) NORTH 133.50 FEET, AND 9) NORTH 08°06'18" EAST 191.65 FEET; THENCE EAST 283.79 FEET; THENCE SOUTH 650.31 FEET; THENCE NORTH 88°30'00" WEST 297.20 FEET TO THE POINT OF BEGINNING.

CONTAINS: 177,353 SF OR 4.07 AC

NUMBER OF LOTS = 9

Approved as to form: American Fork City Attorney

Agreement for Performance in Lieu

THIS AGREEMENT is made and entered as of the _____ day of _____, 20_____, by and between the City of American Fork ("City"), a political subdivision of the State of Utah, and _____ ("Owner"), a Utah corporation.

WHEREAS, Owner owns property in the City located at approximately 1120 North 400 East (the "Property");

WHEREAS, the Owner has recently proposed to the City and obtained conditional approval to commence with the Project;

WHEREAS, the Owner desires to adhere to City Ordinance Section 17.9.600 by constructing the project's public landscaping and public improvements (hereinafter collectively referred to as "Improvements") in lieu of posting an Improvement Completion Assurance;

WHEREAS, the American Fork City Council finds that the developer has sufficient financial resources to accomplish the construction of the required Improvements within the time frame outlined herein;

WHEREAS, the parties desire to enter into this Agreement to specify the rights and responsibilities of Owner to construct Improvements in lieu of posting an Improvement Completion Assurance as expressed in this Agreement and the rights and responsibilities of the City to allow and regulate such construction pursuant to the requirements of this Agreement; and

WHEREAS, Owner and the City have cooperated in the preparation of this Agreement.

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

1. **Incorporation of Recital.** The foregoing Recitals are hereby incorporated in this Agreement.
2. **Improvement Completion Assurance.** Owner shall be permitted to construct Improvements in lieu of posting an Improvement Completion Assurance. Such construction shall be completed in accordance with the terms set forth herein.
3. **Time for Construction of Improvements.**

3.1. Final construction documents and permits in accordance with City Ordinances shall be provided to the City Engineer for review immediately following the execution of

this Agreement. Upon approval of the City Engineer, construction of Improvements shall commence within thirty days.

3.2. Improvements shall be constructed in accordance with the Construction Schedule attached hereto as Exhibit A and incorporated herein.

3.3. Improvements shall be completed no later than two hundred seventy five (275) days from the date of execution of this Agreement. Any extension of this time period shall be in accordance with City Ordinance Section 17.9.601.

3.4. Owner agrees and acknowledges that if construction of Improvements is not complete within the specified time set forth in this Agreement, or Owner fails to obtain an authorized extension, the Project may be declared a Dormant Project by the City.

4. Permits and Fees

4.1. Prior to construction, Owner shall pay to the City the following:

1. The portion of the Improvement Completion Assurance amount attributable to costs of inspection, clean-up, reimbursement of prior constructed public improvements, and other city costs; and
2. An Improvement Warranty pursuant to City Ordinance Section 17.9.400

4.2. Prior to construction, Owner shall obtain all necessary permits, including a land disturbance permit.

5. **Payment to City for Street Tree Specific Improvement Completion Assurance.** This assurance shall be managed independent of the other required Improvements. The Improvement Warranty period shall also be enacted independent of this requirement. Planting of trees shall be deferred until the structure constructed on a given lot is ready for first occupancy inspection.

6. **Blanket Easement.** The Owner shall submit a recorded blanket easement over the entire project area, which shall expire upon the recording of the final plat, authorizing the installation of required Improvements in the locations shown on the approved final plat and engineering drawings.

7. **Recording of Final Plat.** Owner agrees and acknowledges that the final plat shall not be recorded with the Utah County Recorder until all Improvements for the Project are constructed and accepted by the City Council, who shall issue a Notice of Completion and Acceptance of Improvements and Release of Improvement Completion Assurance.

8. **Early Recording of Final Plat.** If at any point during the construction process the Owner wishes to record the plat an Improvement Completion Assurance shall be provided per the terms of City Ordinance Section 17.9 for any and all remaining required Improvements. Upon verification of this posting and any other approval condition, the City Recorder shall be authorized to record the plat.

9. **Improvement Warranty.** The Improvement Warranty period shall commence at the recording of the final plat.

10. **Compliance.** All construction shall comply with all applicable Federal, State and local laws, ordinances, regulations, standards, and specifications.

11. **Attorney Fees.** In the event that legal remedies are sought by either party hereto to enforce the terms of this Agreement, the prevailing party shall be entitled to costs of suit and a reasonable attorney's fee.

12. **Entire Agreement.** This Agreement constitutes the entire agreement between the two parties on the subject matter of the Improvement Completion Assurance for the Project. Any provision that may be deemed unlawful shall be removed and the balance of the agreement shall remain in full effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

[Signature Page Follows]

AMERICAN FORK CITY

Bradley J. Frost, Mayor

Attest:

Terilyn Lurker, City Recorder

Approved as to Form:

Approved as to Content:

American Fork City Attorney

Public Works Director

[OWNER/DEVELOPER]

Will S. Jones Bridgeman
 BY: Will S. Jones
 ITS: Mgr

OWNER ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF UTAH

On May 20, 2025 Will S. Jones personally
 appeared before me, who being by me duly sworn, did say that he is the Mayor [Title] of
Bridgeman [Owner/Developer], a Bridgeman and that
 the foregoing instrument was duly authorized by the company.

Michelle D. Draper
 NOTARY PUBLIC



Exhibit 'A'

Begin Construction	[Aug 15, 2025]
Install utilities (sewer, sumps, culinary water, & pressurized irrigation	
Prep for roadway construction	[Sep 15, 2025]
Install Pavement	[Oct 1, 2025]
Clean-up and testings	[Oct 15, 2025]



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
AUGUST 26, 2025**

Department Recorder

Director Approval Terilyn Lurker

AGENDA ITEM Consideration of business license revocation pursuant to American Fork City Code Chapter 5.04 of Millet Massage SPA LLC. located at 377 East 60 South.

SUMMARY RECOMMENDATION

Staff would recommend revocation of the business license.

BACKGROUND

NA

BUDGET IMPACT

NA

SUGGESTED MOTION

Move to revoke the business license of Millet Massage SPA LLC located at 377 East 60 South, American Fork, Utah, pursuant to American Fork City Code Chapter 5.04

SUPPORTING DOCUMENTS