



AMERICAN FORK CITY COUNCIL
JANUARY 27, 2026
CITY COUNCIL AGENDA

Notice of Electronic Meeting

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

The American Fork City Council will hold a public hearing in conjunction with the regular session on Tuesday, January 27, 2026, in the American Fork City Hall, 31 North Church Street, commencing at 7:00 p.m. The agenda shall be as follows:

PUBLIC HEARING

1. Receiving public comments on the vacation of a portion of the public utility easement at 452 West 1060 North.

REGULAR SESSION

1. Pledge of Allegiance; Invocation by Council Member Carroll; roll call.
2. Presentation of the Quality Library Award to the American Fork Library.
3. Twenty-minute public comment period - limited to two minutes per person.
4. City Administrator's Report
5. Council Reports
6. Mayor's Report
 - a. State of the City Address

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 January 5, 2026, swearing in Ceremony minutes.
2. Approval of the January 6, 2026, work session minutes.
3. Consideration regarding authorization to release the Improvements Durability Retainer of \$90,214.29 for Edgewater Townhomes Phase 1, located at 1130 West 330 South.
4. Consideration regarding authorization to release the Improvements Durability Retainer of \$194,975.57 for Edgewater Townhomes Phase 3, located at 200 South 1100 West.
5. Ratification of city payments (January 7, 2026, to January 20, 2026) and approval of purchase requests over \$50,000.

ACTION ITEMS

1. Review and action on an ordinance approving the vacation of a portion of the public utility easement for property at 452 West 1060 North, located within the Lakeview Farms subdivision.

2. Review and action on a resolution approving updates to the General Fee Schedule regarding Timpanogos Special Service District fees.
3. Review and action on the award of an agreement for the 2026 Sewer Rehabilitation Project to Insituform Technologies, LLC.
4. Review and action on a resolution expressing the City Council's intent to pursue a property exchange with the Utah Department of Transportation ("UDOT") subject to future approvals and compliance with applicable laws.
5. Consideration and action to enter into a closed session to discuss the purchase and/or sale of real property as described in Utah State Code 52-4-204 and 52-4-205.
6. Adjournment.

Dated this 23rd day of January 2026

/s/Terilyn Lurker
City Recorder

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



REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
JANUARY 27, 2026

Department Public Works Director Approval Sam Kelly

AGENDA ITEM Consideration regarding authorization to release the Improvements Durability Retainer of \$90,214.29 for Edgewater Townhomes Phase 1, located at 1130 West 330 South .

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 \$90,214.29 for Edgewater Townhomes Phase 1. 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

Edgewater Townhomes Phase 1 for CC 1-27-26 (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 EDGEWATER PHASE 1 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: \$90,214.29

PASSED THIS 27 DAY OF JANUARY 2026

City Representative, American Fork City

ATTEST:

Terilyn Lurker, City Recorder

Name of Development: Edgewater Townhome Phase 1

Date	Date	Date	Date	Date	Date	Date	Date	Date	Date	Date	Date
#####	#1 Partial	7/27/2021	#2 Partial	11/12/2024	Final						

Description of Item	Quantity	Unit	Unit Price	Total	Release #1	Amount Requested	Release #2	Amount Requested	Release #3	Amount Requested	Release #4	Amount Requested	Release #5	Amount Requested	Release #6	Amount Requested	Balance
SITE PREPARATION																	
SWPPP	1	LS	\$10,000.00	\$10,000.00		\$0.00	0.5	\$5,000.00	0.5	\$5,000.00		\$0.00		\$0.00		\$0.00	\$0.00
SEWER																	
8" PVC Sewer Line	1608	LF	\$42.00	\$67,536.00	749	\$31,458.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$36,078.00
4' Sewer Manhole	10	Each	\$4,600.00	\$46,000.00	3	\$13,800.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$32,200.00
5' Sewer Manhole	4	Each	\$6,500.00	\$26,000.00	1	\$6,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$19,500.00
Sanitary Sewer Lateral Connection	94	Each	\$1,200.00	\$112,800.00	46	\$55,200.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$57,600.00
Testing, Cleaning, Inspections	1	LS	\$750.00	\$750.00		\$0.00	1	\$750.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
CULINARY WATER																	
8" C-900	2369	LF	\$55.00	\$130,295.00	675	\$37,125.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$93,170.00
8" Gate Valve with Restrained Joint	22	Each	\$2,000.00	\$44,000.00	2	\$4,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$40,000.00
8" Fittings	13	Each	\$750.00	\$9,750.00	2	\$1,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$8,250.00
1" Service Lateral	94	Each	\$1,000.00	\$94,000.00	46	\$46,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$48,000.00
Fire Hydrant	5	Each	\$6,500.00	\$32,500.00	2	\$13,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$19,500.00
2" Temporary Blowoff	5	Each	\$1,300.00	\$6,500.00		\$0.00		\$0.00	5	\$6,500.00		\$0.00		\$0.00		\$0.00	\$0.00
Testing, Cleaning, Inspections	1	LS	\$1,000.00	\$1,000.00	1	\$1,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
PRESSURIZED IRRIGATION																	
8" PVC Pipe	414	LF	\$29.00	\$12,006.00	414	\$12,006.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
1" Irrigation Service	8	Each	\$1,000.00	\$8,000.00		\$0.00	8	\$8,000.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
2" Temporary Blowoff	1	Each	\$1,300.00	\$1,300.00	1	\$1,300.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Testing, Cleaning, Inspections	1	LS	\$225.00	\$225.00	1	\$225.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
STREETS																	
ADA Ramp	12	Each	\$2,000.00	\$24,000.00		\$0.00		\$0.00	12	\$24,000.00		\$0.00		\$0.00		\$0.00	\$0.00
4' X Gutter	141	LF	\$40.00	\$5,640.00		\$0.00	141	\$5,640.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Curb and Gutter	859	LF	\$22.00	\$18,898.00		\$0.00	859	\$18,898.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Asphalt	16926	SF	\$3.30	\$55,855.80		\$0.00		\$0.00	16926	\$55,855.80		\$0.00		\$0.00		\$0.00	\$0.00
Sidewalk	4445	SF	\$6.50	\$28,892.50		\$0.00	4445	\$28,892.50		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Monuments	2	Each	\$500.00	\$1,000.00		\$0.00		\$0.00	2	\$1,000.00		\$0.00		\$0.00		\$0.00	\$0.00
STORM DRAINAGE																	
15" RCP Storm Drain	998	LF	\$45.00	\$44,910.00	313	\$14,085.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$30,825.00
Catch Basin	4	LF	\$2,500.00	\$10,000.00		\$0.00		\$0.00	4	\$10,000.00		\$0.00		\$0.00		\$0.00	\$0.00
5' Storm Drain Manhole	12	LF	\$4,200.00	\$50,400.00	3	\$12,600.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$37,800.00
Testing, Cleaning, Inspections	1	LS	\$2,300.00	\$2,300.00		\$0.00		\$0.00	1	\$2,300.00		\$0.00		\$0.00		\$0.00	\$0.00
CONSTRUCTION MANAGEMENT/MISC.																	
As built Drawings & Survey	1	LS	\$3,407.00	\$3,407.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$3,407.00
Street Sign	6	Each	\$225.00	\$1,350.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$1,350.00
Traffic Sign	6	Each	\$300.00	\$1,800.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$1,800.00
LANDSCAPING 10-2315-000																	
Street Trees	4	Each	\$300.00	\$1,200.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$1,200.00
Sod & Irrigation	3556	SF	\$2.85	\$10,134.60		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$10,134.60

Improvement Completion Assurance (Infrastructure)

\$902,142.90

\$189,970.61

\$69,030.50

\$85,784.60

\$0.00

\$0.00

\$0.00

\$0.00

Improvement Warranty (Infrastructure)

\$90,214.29

\$90,214.29

TOTAL BOND (Infrastructure)

\$992,357.19

**Durability bond of \$90,214.29 to be released 1-27-26

Bond amount posted \$435,000.00

Available for Release

Durability Period 



REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
JANUARY 27, 2026

Department Public Works Director Approval Sam Kelly

AGENDA ITEM Consideration regarding authorization to release the Improvements Durability Retainer of \$194,975.57 for Edgewater Townhomes Phase 3, located at 200 South 1100 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 \$194,975.57 for Edgewater Townhomes Phase 3. 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

Edgewater Townhomes Phase 3 for CC 1-27-26 (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 EDGEWATER PHASE 3 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: \$194,975.57

PASSED THIS 27 DAY OF JANUARY 2026

City Representative, American Fork City

ATTEST:

Terilyn Lurker, City Recorder



BOND RELEASE REQUEST

Development Name:

Development Address:

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

Partial Improvement
Assurance Release

Final Improvement
Assurance Release

Improvement Warranty Release
(10% Durability Release)

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

Please send check/bank letter to:

Escrow Account

Letter of Credit

Surety Bond

Please send check/bank letter to:

Name: AFEW1 AC CHORD CHRISTIAN

Bank (if applicable):

Address:

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

1. *What is the primary purpose of the study?*

Signature: _____ Date: _____

City Official Use Only

Fees paid and current

Administrative Signature: Date: 1-15-24

Date: 1-15-24

Inspector Signature:  Date: 1-14-2026

Name of Development: Edgewater Phase 3

	Description of Item	Quantity	Unit	Unit Price	Total	Release #1	Amount Requested	Release #2	Amount Requested	Release #3	Amount Requested	Release #4	Amount Requested	Release #5	Amount Requested	Release #6	Amount Requested
SITE PREPARATION																	
Clear and grub (6' topsoil removal)	5980	CY		\$2.50	\$14,950.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
SWPPP																	
SWPPP Inspections and BMP (per phase)	2	Each		\$5,500.00	\$11,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
SEWER																	
8" PVC Sewer Line	1778	LF		\$46.20	\$82,143.60		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
4' Sewer Manhole Precast	12	Each		\$5,060.00	\$60,720.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
5' Sewer Manhole Precast	4	Each		\$7,150.00	\$28,600.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Sanitary Sewer Lateral Connection	88	Each		\$1,320.00	\$116,160.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Connect to Existing	1	Each		\$2,000.00	\$2,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Testing, Cleaning, Inspections (per phase)	2	Each		\$1,210.00	\$2,420.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
CULINARY WATER																	
8" PVC Culinary Water	2783	LF		\$60.50	\$168,371.50		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
8" Gate Valve	19	Each		\$2,200.00	\$41,800.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
8" Water MJ Fittings	9	Each		\$825.00	\$7,425.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Connect to Existing Water	3	Each		\$3,200.00	\$9,600.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Fire Hydrant Assembly	8	Each		\$7,150.00	\$57,200.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
1" Water Service Lateral	70	Each		\$1,100.00	\$77,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
2" Blowoff	1	Each		\$1,430.00	\$1,430.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Testing, Cleaning, Inspections (per phase)	2	Each		\$1,100.00	\$2,200.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
PRESSURIZED IRRIGATION																	
8" PVC Pipe	1056	LF		\$31.90	\$33,686.40		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
8" Gate Valve	6	Each		\$2,200.00	\$13,200.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
8" Water MJ Fittings	4	Each		\$500.00	\$2,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
2" Blowoff Pressurized Irrigation	1	Each		\$1,430.00	\$1,430.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
2" Irrigation Service	4	Each		\$1,100.00	\$4,400.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Connect to Existing PI	3	Each		\$2,800.00	\$8,400.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Testing, Cleaning, Inspections (per phase)	2	Each		\$500.00	\$1,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
STREETS																	
Asphalt 4"	54680	SF		\$3.63	\$198,488.40		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Roadbase 6" Hauled, Placed & Compacted (UTBC)	1777	Ton		\$30.00	\$53,310.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Sub Base 10" Hauled, Placed & Compacted (Granular Borrow)	2950	Ton		\$20.00	\$59,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
24" Curb & Gutter (4" untreated base course included)	3140	LF		\$24.20	\$75,988.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Sidewalk 4" Thick (4"untreated base course included)	8725	SF		\$7.15	\$62,383.75		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
ADA Ramp (6" concrete 6" base course included)	13	Each		\$2,200.00	\$28,600.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Street Lights	6	Each		\$6,050.00	\$36,300.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
4" Cross Gutter	100	LF		\$44.00	\$4,400.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Retaining Wall	1140	LF		\$320.00	\$364,800.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
STORM DRAINAGE																	
15" RCP Storm Drain	2362	LF		\$49.50	\$116,919.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Curb Inlet 2' x 3' x 4'	21	Each		\$2,750.00	\$57,750.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Storm Drain Connection (to existing)	1	Each		\$1,400.00	\$1,400.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Storm Drain Manhole 5'	19	Each		\$4,620.00	\$87,780.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
3'x3' Storm Drain Box	1	Each		\$4,000.00	\$4,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Control (Combo) Box with Orifice Plate	2	Each		\$7,500.00	\$15,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Cultec Systems	2	Each		\$10,000.00	\$20,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Testing, Cleaning, Inspections (per phase)	2	Each		\$1,100.00	\$2,200.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
CONSTRUCTION MANAGEMENT/MISC.																	
As-Built Drawings and Survey (per phase)	2	Each		\$6,600.00	\$13,200.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Subdivision Monument	2	Each		\$550.00	\$1,100.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Improvement Completion Assurance						\$1,949,755.65		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
Improvement Warranty						\$194,975.57											
TOTAL						\$2,144,731.22											

**A durability bond of \$194,975.57 was posted and now is completed with the project.

Recording Fees	10-3470-500
Plat (Base)	\$50.00
Plus Per Lot	\$2.00
First Page	\$40.00
Each additional description or unit over ten	\$2.00
Subtotal	\$ -
Street Lights	10-4410-276
Street Lights	\$ -

Balance	
	\$14,950.00
	\$11,000.00
	\$82,143.60
	\$60,720.00
	\$26,600.00
	\$116,160.00
	\$2,000.00
	\$2,420.00
	\$168,371.50
	\$41,800.00
	\$7,425.00
	\$9,600.00
	\$57,200.00
	\$77,000.00
	\$1,430.00
	\$2,200.00
	\$33,686.40
	\$13,200.00
	\$2,000.00
	\$1,400.00
	\$4,400.00
	\$8,400.00
	\$1,000.00
	\$198,488.40
	\$53,310.00
	\$59,000.00
	\$75,988.00
	\$62,383.75
	\$26,600.00
	\$36,300.00
	\$4,400.00
	\$364,800.00
	\$116,919.00
	\$57,750.00
	\$1,400.00
	\$4,000.00
	\$15,000.00
	\$20,000.00
	\$2,200.00
	\$13,200.00
	\$1,100.00

\$0.00 Available for Release

\$194,975.57 Durability Period

Total Fees

Total Bond & Fees \$2,144,731.22



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
JANUARY 27, 2026**

Department Public Works Director Approval Sam Kelly

AGENDA ITEM Review and action on an ordinance approving the vacation of a portion of the public utility easement for property at 452 West 1060 North, located within the Lakeview Farms subdivision.

SUMMARY RECOMMENDATION

Staff recommends approval of a Vacation of an Easement at 452 West 1060 North, American Fork, Utah, 84003.

BACKGROUND

The applicant, Blake Hunziker, is requesting a partial vacation of a Public Utility Easement located at 452 West 1060 North, American Fork, Utah, 84003.

BUDGET IMPACT

N/A

SUGGESTED MOTION

Move to adopt the ordinance approving the vacation of a portion of the public utility easement at 452 West 1060 North, American Fork, UT, 84003.

SUPPORTING DOCUMENTS

Ordinance HUNZIKER PUE VACATION (452 West 1060 North) (DOCX)

Ordinance with Exhibits HUNZIKER PUE VACATION (452 West 1060 North) (PDF)

Utility Company Signatures HUNZIKER PUE VACATION (452 West 1060 North) (PDF)

Legal Description HUNZIKER PUE VACATION (452 West 1060 North) (PDF)

ORDINANCE NO. _____

**AN ORDINANCE VACATING A PORTION OF A PUBLIC UTILITY EASEMENT AT
452 WEST 1060 NORTH, AMERICAN FORK, UTAH**

WHEREAS, the City of American Fork has received a request to vacate a portion of the public utility easement at 452 West 1060 North; and

WHEREAS, staff has reviewed the request to vacate a portion of the public utility easement and has determined the vacation of the easement is not in conflict with current city code; and

WHEREAS, the City of American Fork has the authority to vacation public utility easements and finds that there is good cause for the vacating of said portion of easement and neither the public interest nor any person will be materially injured by said vacation; and

WHEREAS, the City gave advance public notice of its intent to vacate a portion of said easement as required by state law and then held a public hearing on _____, 2026 regarding such intent and carefully considered the comments of the public thereof.

THEREFORE, BE IT ORDAINED by the City Council of American Fork City, as follows:

SECTION I: Vacation of a portion of a public utility easement at 452 West 1060 North, American Fork, Utah

- A. The City Council of American Fork finds that there is good cause for vacating a portion of the easement and that neither the public interest nor any person will be materially injured by the vacation.
- B. The following described portion of the easement and shown on Exhibit A is hereby vacated:

The entire 5.00-foot Public Utility Easement located along the southerly boundary line of Lot 25, as shown on the recorded subdivision plat (Entry No. 7472:2018, Map No. 15865), is hereby requested to be fully vacated, eliminating the easement in its entirety along said south lot line. A strip of land 5.00 feet in width, lying immediately north of and measured perpendicular to the southerly boundary line of Lot 25, said boundary line being described as follows:

Beginning at the southwest corner of Lot 25; thence S71°08'22"E 115.36 feet along the south boundary to the southeast corner of Lot 25. The northerly boundary of the vacated strip is a line running parallel to and 5.00 feet north of the above-described south boundary line.

Upon approval, no Public Utility Easement shall remain along the south property line.

SECTION II: 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 any of the remaining sections, paragraphs, sentences, clauses, or phrases of this Ordinance.

SECTION III: EFFECTIVE DATE

This Ordinance shall take effect immediately upon its passage and first publication as provided by law.

PASSED AND ADOPTED by the City Council of American Fork City this _____ day of _____, 2026.

ATTEST:

Bradley J. Frost, Mayor

Terilyn Lurker, City Recorder

ORDINANCE NO. _____**AN ORDINANCE VACATING A PORTION OF A PUBLIC UTILITY EASEMENT AT
452 WEST 1060 NORTH, AMERICAN FORK, UTAH**

WHEREAS, the City of American Fork has received a request to vacate a portion of the public utility easement at 452 West 1060 North; and

WHEREAS, staff has reviewed the request to vacate a portion of the public utility easement and has determined the vacation of the easement is not in conflict with current city code; and

WHEREAS, the City of American Fork has the authority to vacation public utility easements and finds that there is good cause for the vacating of said portion of easement and neither the public interest nor any person will be materially injured by said vacation; and

WHEREAS, the City gave advance public notice of its intent to vacate a portion of said easement as required by state law and then held a public hearing on _____, 2026 regarding such intent and carefully considered the comments of the public thereof.

THEREFORE, BE IT ORDAINED by the City Council of American Fork City, as follows:

SECTION I: Vacation of a portion of a public utility easement at 452 West 1060 North, American Fork, Utah

- A. The City Council of American Fork finds that there is good cause for vacating a portion of the easement and that neither the public interest nor any person will be materially injured by the vacation.
- B. The following described portion of the easement and shown on Exhibit A is hereby vacated:

The entire 5.00-foot Public Utility Easement located along the southerly boundary line of Lot 25, as shown on the recorded subdivision plat (Entry No. 7472:2018, Map No. 15865), is hereby requested to be fully vacated, eliminating the easement in its entirety along said south lot line. A strip of land 5.00 feet in width, lying immediately north of and measured perpendicular to the southerly boundary line of Lot 25, said boundary line being described as follows:

Beginning at the southwest corner of Lot 25; thence S71°08'22"E 115.36 feet along the south boundary to the southeast corner of Lot 25. The northerly boundary of the vacated strip is a line running parallel to and 5.00 feet north of the above-described south boundary line.

Upon approval, no Public Utility Easement shall remain along the south property line.

SECTION II: 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 any of the remaining sections, paragraphs, sentences, clauses, or phrases of this Ordinance.

SECTION III: EFFECTIVE DATE

This Ordinance shall take effect immediately upon its passage and first publication as provided by law.

PASSED AND ADOPTED by the City Council of American Fork City this ____ day of _____, 2026.

ATTEST:

Bradley J. Frost, Mayor

Terilyn Lurker, City Recorder

Exhibit A

PUE Vacation Package – Lot 25, Lakeview Farms

South Side – Full Vacation of Existing 5' P.U.E.

Lot 25, Lakeview Farms Subdivision
American Fork, Utah County, Utah

The entire 5.00-foot Public Utility Easement located along the southerly boundary line of Lot 25, as shown on the recorded subdivision plat (Entry No. 7472:2018, Map No. 15865), is hereby requested to be fully vacated, eliminating the easement in its entirety along said south lot line.

Legal Description of Area to Be Vacated:

A strip of land 5.00 feet in width, lying immediately north of and measured perpendicular to the southerly boundary line of Lot 25, said boundary line being described as follows:

Beginning at the southwest corner of Lot 25; thence S71°08'22"E 115.36 feet along the south boundary to the southeast corner of Lot 25. The northerly boundary of the vacated strip is a line running parallel to and 5.00 feet north of the above-described south boundary line.

Containing 0.0132 acres (approximately 575 square feet), more or less.

Upon approval, no Public Utility Easement shall remain along the south property line.

East Side – Reduction from 10' to 5' (Vacate Westerly 5')

The westerly 5.00 feet of the existing 10.00-foot Public Utility Easement located along the easterly boundary line of Lot 25, Lakeview Farms Plat "C", as recorded in the Utah County Recorder's Office (Entry No. 7472:2018, Map No. 15865), is to be vacated. The easterly 5.00 feet shall remain.

Legal Description:

BEGINNING at a point which is North 71°08'24" West 10.41 feet along the southerly boundary line of said Lot 25 and North 5.28 feet from the southeast corner of said lot;
thence North 01°00'54" East 37.46 feet;
thence North 02°29'32" East 111.73 feet;
thence North 57°13'38" East 6.12 feet;
thence South 02°29'32" West 115.21 feet;
thence South 01°00'54" West 39.00 feet;
thence North 71°08'24" West 5.25 feet to the point of beginning.

Containing 0.017 acre (758 square feet), more or less.

Exhibit A

5.1.b

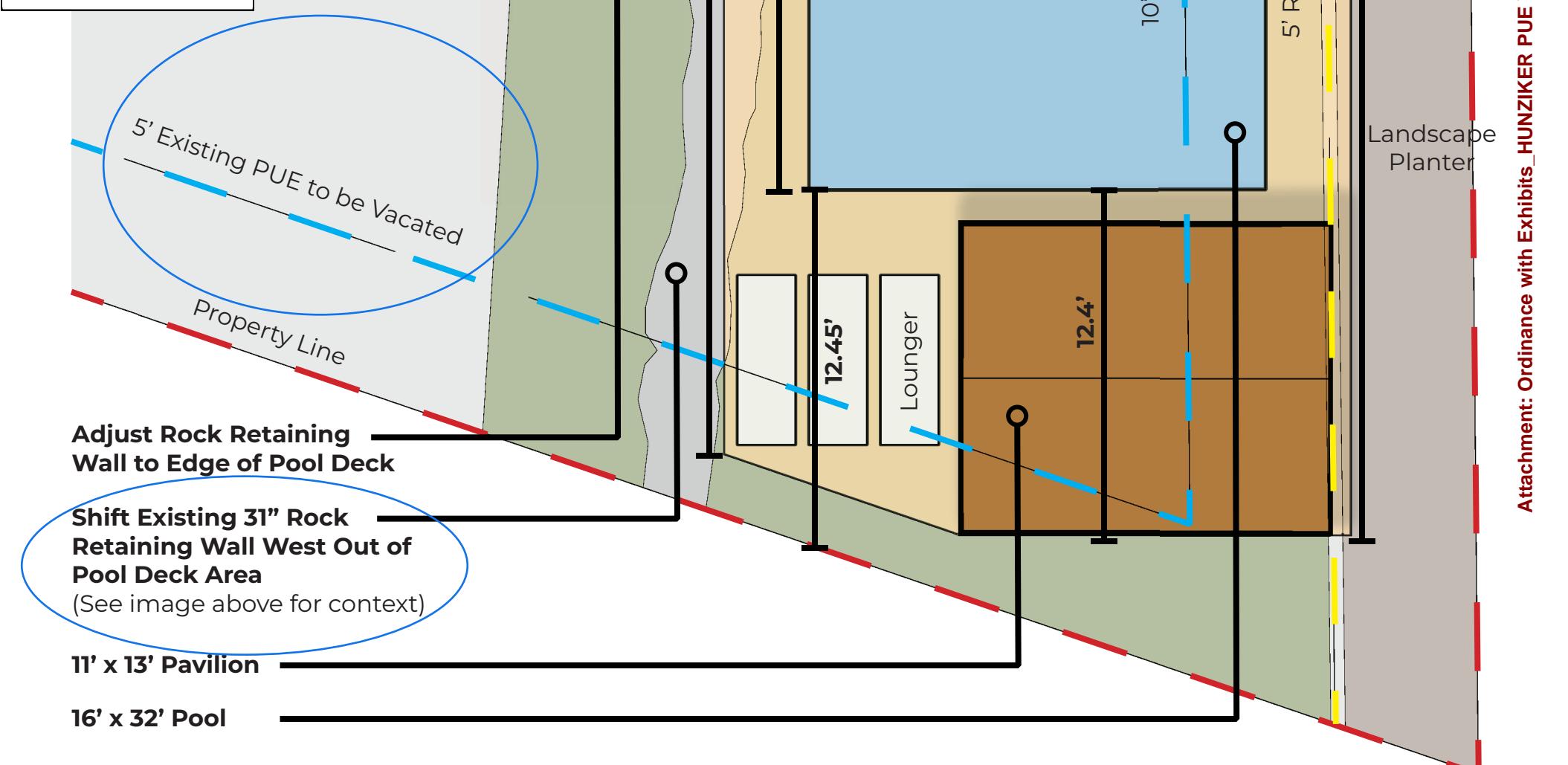
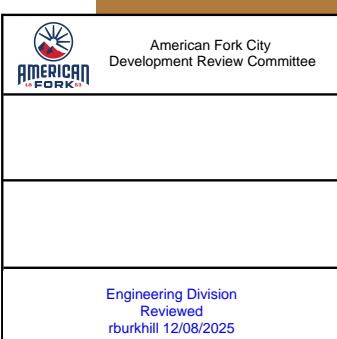
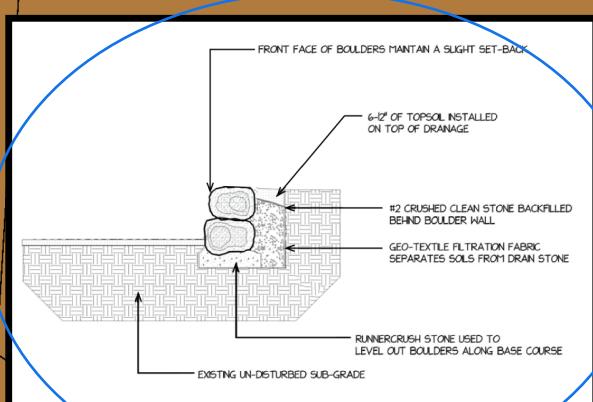
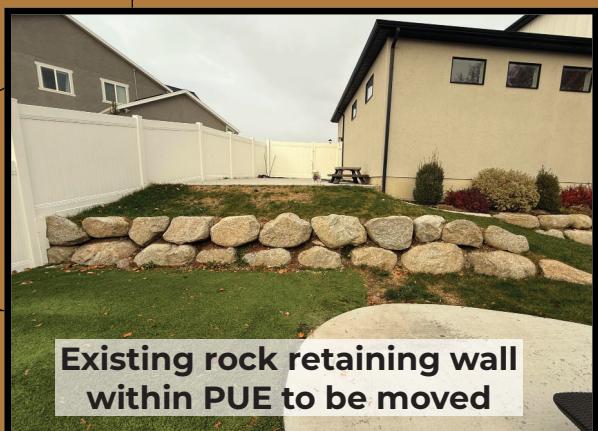
Re-Submittal Acknowledgment Statement

The Applicant is responsible for reviewing all documents to ensure all comments have been addressed.

PBH [Applicant Initial] I understand that a Review Cycle is not complete unless and until the applicant replies to all of the required modifications and requests for additional information noted on the previous submittal.

PBH [Applicant Initial] I hereby acknowledge that this re-submittal addresses all required modifications and requests for additional information noted on the previous submittal.

PBH [Applicant Initial] This is the 2nd [Ex: 1st] complete re-submittal of the subdivision constituting the start of the 2nd [Same Number] Review Cycle.



Hunziker Pool Design

November 2025

AMERICAN FORK CITY

801-763-3060 | 275 E 200 N, American Fork, UT 84003



NOTICE TO UTILITY COMPANY REGARDING PROPOSED VACATION/AMENDMENT OF MUNICIPAL UTILITY

Submittal Type: Commercial Residential

Development Name: _____

Development Address: _____

Developer Name/Contact: _____

Developer Business Address: _____

Developer Phone: _____

Developer Email: _____

The utility companies listed need to receive plans and necessary information for the above-stated development to begin the process of providing their services to this project. **Plans will not be approved by the City until this document is completed and returned.**

AFCONNECT

Name: _____

Signature: _____

Suggested Contact: Kyle Peterson | 801-400-2933 | kylep@afconnect.com

Title: Area LeadDate: 11/4/25**LUMEN (CENTURY LINK)**

Name: _____

Title: _____

Signature: _____

Date: _____

Suggested Contact: Marcy Keller | 385-295-9272 | marcy.keller@lumen.com

Alt.: David Sloan | 385-315-6586 | david.sloan2@lumen.com

COMCAST (XFINITY)

Name: _____

Title: _____

Signature: _____

Date: _____

Suggested Contact: Elysia Valdez | 801-201-0177 | JointTrench_Utah@comcast.com

DOMINION ENERGY | QUESTAR GAS COMPANY (dba Enbridge Gas Utah)

Name: _____

Title: _____

Signature: _____

Date: _____

Suggested Contact: Jason Prestwich | 385-208-0442 | jason.prestwich@dominionenergy.com

Alt.: Pauline Caraveo | 801-324-3437 | pauline.caraveo@dominionenergy.com

ROCKY MOUNTAIN POWER

Name: _____

Title: _____

Signature: _____

Date: _____

Suggested Contact: Teria Walker, 801-756-1310, teria.walker@rockymountainpower.net



AMERICAN FORK CITY

801-763-3060 | 275 E 200 N, American Fork, UT 84003

**NOTICE TO UTILITY COMPANY REGARDING PROPOSED
VACATION/AMENDMENT OF MUNICIPAL UTILITY**

Submittal Type: Commercial Residential

Development Name: Hunziker residence Vacation Easement

Development Address: 452 w 1060 n American Fork, UT 84003

Developer Name/Contact: Peter Blake Hunziker/Savanna Pools- Tyler Crihfield

Developer Business Address: _____

Developer Phone: _____

Developer Email: _____

The utility companies listed need to receive plans and necessary information for the above-stated development to begin the process of providing their services to this project. Plans will not be approved by the City until this document is completed and returned.

AFCONNECT

Name: _____ Title: _____

Signature: _____ Date: _____

Suggested Contact: Kyle Peterson | 801-400-2933 | kylep@afconnect.com

LUMEN (CENTURY LINK)

Name: _____ Marcy Keller Title: _____ Engineer

Signature: _____ Marcy Keller Date: _____ 11/5/2025

Suggested Contact: Marcy Keller | 385-295-9272 | marcy.keller@lumen.com

Alt.: David Sloan | 385-315-6586 | david.sloan2@lumen.com

COMCAST (XFINITY)

Name: _____ Title: _____

Signature: _____ Date: _____

Suggested Contact: Elyria Valdez | 801-201-0177 | JointTrench_Utah@comcast.com

DOMINION ENERGY | QUESTAR GAS COMPANY (dba Enbridge Gas Utah)

Name: _____ Title: _____

Signature: _____ Date: _____

Suggested Contact: Jason Prestwich | 385-208-0442 | jason.prestwich@dominionenergy.com

Alt.: Pauline Caraveo | 801-324-3437 | pauline.caraveo@dominionenergy.com

ROCKY MOUNTAIN POWER

Name: _____ Title: _____

Signature: _____ Date: _____

Suggested Contact: Teria Walker, 801-756-1310, teria.walker@rockymountainpower.net

AMERICAN FORK CITY

801-763-3060 | 275 E 200 N, American Fork, UT 84003



NOTICE TO UTILITY COMPANY REGARDING PROPOSED VACATION/AMENDMENT OF MUNICIPAL UTILITY

Submittal Type: Commercial Residential

Development Name: Hunziker residence Vacation Easement

Development Address: 452 w 1060 n American Fork, UT 84003

Developer Name/Contact: Peter Blake Hunziker/Savanna Pools- Tyler Crihfield

Developer Business Address:

Developer Phone:

Developer Email:

The utility companies listed need to receive plans and necessary information for the above-stated development to begin the process of providing their services to this project. **Plans will not be approved by the City until this document is completed and returned.**

AFCONNECT

Name: _____ Title: _____

Signature: _____ Date: _____

Suggested Contact: Kyle Peterson | 801-400-2933 | kylep@afconnect.com

LUMEN (CENTURY LINK)

Name: _____ Title: _____

Signature: _____ Date: _____

Suggested Contact: Marcy Keller | 385-295-9272 | marcy.keller@lumen.com

Alt.: David Sloan | 385-315-6586 | david.sloan2@lumen.com

COMCAST (XFINITY)

Name: Elysia Valez Title: NPM Joint Trench

Signature:  Date: 06/11/2025

Elysia Valdez (Nov 6, 2025 10:48:28 MST)

Suggested Contact: Elysia Valdez | 801-201-0177 | JointTrench_Utah@comcast.com

DOMINION ENERGY | QUESTAR GAS COMPANY (dba Enbridge Gas Utah)

Name: _____ Title: _____

Signature: _____ Date: _____

Suggested Contact: Jason Prestwich | 385-208-0442 | jason.prestwich@dominionenergy.com

Alt.: Pauline Caraveo | 801-324-3437 | pauline.caraveo@dominionenergy.com

ROCKY MOUNTAIN POWER

Name: _____ Title: _____

Signature: _____ Date: _____

Suggested Contact: Teria Walker, 801-756-1310, teria.walker@rockymountainpower.net

Space above for County Recorder's use
PARCEL I.D.# 45:646:0025

DISCLAIMER OF UTILITY EASEMENT

The undersigned, QUESTAR GAS COMPANY dba Enbridge Gas Utah, Grantor, hereby disclaims and releases any rights, title or interest which it may have in and to the following-described real property in Utah County, Utah, to-wit:

All public utility easements, excepting the easement(s) or portion of easement(s) running adjacent and parallel to the street(s), located within Lot 25, Lakeview Farms Subdivision, located in the Southwest quarter of Section 11, Township 5 South, Range 1 East, Salt Lake Base and Meridian, Utah County, Utah; said Subdivision recorded in the Office of the County Recorder for Utah County, Utah.

IN WITNESS WHEREOF, this disclaimer and release of any right, title or interest has been duly executed on 11/6/2025.

**QUESTAR GAS COMPANY
Dba Enbridge Gas Utah**

By:

Authorized Representative

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On 11/6/2025, personally appeared before me Caroline King, who, being duly sworn, did say that (s)he is an Authorized Representative for QUESTAR GAS COMPANY dba Enbridge Gas Utah, and that the foregoing instrument was signed on behalf of said corporation pursuant to a Delegation of Authority.

Wegner Pekings
Notary Public




AMERICAN FORK CITY

801-763-3060 | 275 E 200 N, American Fork, UT 84003

**NOTICE TO UTILITY COMPANY REGARDING PROPOSED
VACATION/AMENDMENT OF MUNICIPAL UTILITY**
Submittal Type: Commercial Residential

Development Name:

Developer Name/Contact:

Developer Business Address:

Developer Phone:

Developer Email:

The utility companies listed need to receive plans and necessary information for the above-stated development to begin the process of providing their services to this project. Plans will not be approved by the City until this document is completed and returned.

AFCONNECT
Name:
Title:
Signature:
Date:
Suggested Contact: Kyle Peterson | 801-400-2933 | kylep@afconnect.com

LUMEN (CENTURY LINK)
Name:
Title:
Signature:
Date:
Suggested Contact: Marcy Keller | 385-295-9272 | marcy.keller@lumen.com

Alt.: David Sloan | 385-315-6586 | david.sloan2@lumen.com

COMCAST (XFINITY)
Name:
Title:
Signature:
Date:
Suggested Contact: Elysia Valdez | 801-201-0177 | JointTrench_Utah@comcast.com

DOMINION ENERGY | QUESTAR GAS COMPANY (dba Enbridge Gas Utah)
Name:
Title:
Signature:
Date:
Suggested Contact: Jason Prestwich | 385-208-0442 | jason.prestwich@dominionenergy.com

Alt.: Pauline Caraveo | 801-324-3437 | pauline.caraveo@dominionenergy.com

ROCKY MOUNTAIN POWER
Name:
Title:
Signature:
Date:
Suggested Contact: Teria Walker, 801-756-1310, teria.walker@rockymountainpower.net

PUE Vacation Package – Lot 25, Lakeview Farms

South Side – Full Vacation of Existing 5' P.U.E.

Lot 25, Lakeview Farms Subdivision
American Fork, Utah County, Utah

The entire 5.00-foot Public Utility Easement located along the southerly boundary line of Lot 25, as shown on the recorded subdivision plat (Entry No. 7472:2018, Map No. 15865), is hereby requested to be fully vacated, eliminating the easement in its entirety along said south lot line.

Legal Description of Area to Be Vacated:

A strip of land 5.00 feet in width, lying immediately north of and measured perpendicular to the southerly boundary line of Lot 25, said boundary line being described as follows:

Beginning at the southwest corner of Lot 25; thence S71°08'22"E 115.36 feet along the south boundary to the southeast corner of Lot 25. The northerly boundary of the vacated strip is a line running parallel to and 5.00 feet north of the above-described south boundary line.

Containing 0.0132 acres (approximately 575 square feet), more or less.

Upon approval, no Public Utility Easement shall remain along the south property line.

East Side – Reduction from 10' to 5' (Vacate Westerly 5')

The westerly 5.00 feet of the existing 10.00-foot Public Utility Easement located along the easterly boundary line of Lot 25, Lakeview Farms Plat "C", as recorded in the Utah County Recorder's Office (Entry No. 7472:2018, Map No. 15865), is to be vacated. The easterly 5.00 feet shall remain.

Legal Description:

BEGINNING at a point which is North 71°08'24" West 10.41 feet along the southerly boundary line of said Lot 25 and North 5.28 feet from the southeast corner of said lot;
thence North 01°00'54" East 37.46 feet;
thence North 02°29'32" East 111.73 feet;
thence North 57°13'38" East 6.12 feet;
thence South 02°29'32" West 115.21 feet;
thence South 01°00'54" West 39.00 feet;
thence North 71°08'24" West 5.25 feet to the point of beginning.

Containing 0.017 acre (758 square feet), more or less.



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
JANUARY 27, 2026**

Department Finance Director Approval Anna Montoya

AGENDA ITEM Review and action on a resolution approving updates to the General Fee Schedule regarding Timpanogos Special Service District (TSSD).

SUMMARY RECOMMENDATION

Staff would recommend approval of the revised fee.

BACKGROUND

In December 2025, Timpanogos Special Service District (TSSD) revised their impact fee from \$5,931/equivalent residential unit to \$7,023/equivalent residential unit effective January 1, 2026. A resolution was approved on December 9, 2025 to adjust the fee schedule to reflect the TSSD change.

Subsequently, TSSD notified city staff that the impact fee would be reduced from \$7,023/ERU to \$5,793/ERU effective January 1, 2026.

American Fork City collects this fee on behalf of TSSD and needs to update our fees to reflect the change.

BUDGET IMPACT

No budget impact, as all TSSD impact fees collected by the city will be passed onto the District.

SUGGESTED MOTION

I move to approve the resolution amending the general fee schedule to include revisions to the TSSD impact fee and user fee rates.

SUPPORTING DOCUMENTS

Impact Fee Notification REDUCTION IN IMPACT FEE TO BE COLLECTED (PDF)
1.27.26 Resolution Fee Schedule adoption TSSD Impact Fee (DOC)



Timpanogos Special Service District

Alpine • American Fork • Cedar Hills • Eagle Mountain • Highland • Lehi • Pleasant Grove • Saratoga Springs • South Valley • Vineyard

Re: Impact Fee Notification -- 2025 Amendment, effective January 1, 2026
REDUCTION IN IMPACT FEE TO BE COLLECTED

Dear Mayor and City Manager,

At its September 18, 2025, board meeting, the Administrative Board of the Timpanogos Special Service District ("TSSD") approved a Technical Memorandum to its Impact Fee Facilities Plan (the "2025 TMIFFP") and its Impact Fee Analysis ("the "2025 IFA").¹ Based on the 2025 TMIFFP and 2025 IFA, on September 18, 2025, TSSD adopted a resolution to increase its impact fee from \$5,931 to \$7,023/ERU (the "September 18, 2025 Resolution"). The effective date of the increase was set for January 1, 2026.²

TSSD engaged Bowen, Collins and Associates in February 2025 to prepare a new CFP and IFFP (the "2025 CFP" and "2025 IFFP"). A detailed TSSD asset management needed to be completed by Brown and Caldwell before the CFP/IFFP could be completed. These efforts have taken most of the year and was completed in December 2025. Zions Public Finance followed with their "2025 IFA". The CFP/IFFP/IFA were completed in December 2025 and resulted in a calculation that reduced the TSSD impact fee. Immediate actions have been taken to implement the new lower rate. *Based on these new studies and analyses, it was determined that the TSSD impact fee should be reduced to \$5,793/ERU.*³

TSSD will hold a public hearing on January 22, 2026, to consider and approve the 2025 CFP, the 2025 IFFP and the 2025 IFA. Upon approval of those materials, TSSD anticipates adopting an impact fee enactment (the "2026 Impact Fee Resolution") to approve the reduced impact fee, the effective date of which will be 90 days after the resolution.⁴

Obviously, this creates a period (nearly 4 months) during which, unless an adjustment is made, the applicable impact fee will be \$7,023/ERU, when the current data of TSSD shows that the fee should be \$5,793/ERU.

To resolve this inconsistency, on December 29, 2025, the TSSD board met and approved an amendment to the September 18, 2025, Resolution (the "Amended Resolution"). The Amended Resolution ensures consistency with TSSD's new data; as a result, **effective January 1, 2026, at 12:01 a.m., the TSSD impact fee will be \$5,793/ERU.**⁵

The District formulas for calculating the new impact fees are provided in the Excel file – "TSSD Impact Fee Form "20260101" which is provided to you with this communication, has been

¹ These materials were prepared by Bowen, Collins and Associates (TMIFP) and Zions Bank (IFA).

² The appropriate members each city's staff were told of this change shortly after September 18, 2025.

³ The reduction is due to various factors, including completion of projects and changes in the scope of current and anticipated projects.

⁴ Assuming the resolution is adopted on January 22, 2026, the effective date of the reduced impact fee will be April 22, 2026.

⁵ As described in communications from and training provided by TSSD the impact fee to be charged and collected for each unit of a residential multi-unit development will continue to be the fee based on one ERU.



Timpanogos Special Service District

Alpine • American Fork • Cedar Hills • Eagle Mountain • Highland • Lehi • Pleasant Grove • Saratoga Springs • South Valley • Vineyard

copied to members of your staff today. This is the formula that is to be used for all development for which a TSSD impact fee is paid on or after January 1, 2026. Please do not use the previous TSSD provided formulas, as they will not be honored.

Please inform the appropriate individuals in your City of this change and of the January 1, 2026, effective date.

Please do not hesitate to contact the District with any questions. Inquiries may be directed to the District as follows:

Richard Mickelsen
District Manager
(801) 756-5231
email: richard.mickelsen@timpssd.org

or
Shannon Hansen
Administrative Manager
(801) 756-5231
email: shannon.hansen@timpssd.org

Sincerely,

Sullivan Love
Chair, TSSD Administrative Board

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF AMERICAN FORK FOR THE PURPOSE OF
ESTABLISHING A GENERAL SCHEDULE OF THE FEES CHARGED BY THE CITY
FOR SEWER AND OTHER FEES**

WHEREAS, the Mayor and City Council of American Fork finds and declares that it is desirable and in the public interest to pass a single Resolution for the purposes of establishing and setting forth a general schedule of the most common fees charged by the City of American Fork;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AMERICAN FORK, UTAH,
RESOLVES AS FOLLOWS:

The following Resolution is hereby enacted, entitled "General Fee Schedule:"

GENERAL FEE SCHEDULE

Section 1. General Fee Schedule Established. The following is an enactment listing the specific fees for the city shown in Exhibit A. General Fee Schedule shall be effective January 1, 2026:

Section 2. All fees and charges not listed in this Resolution which are contained in or promulgated pursuant to any current resolutions shall remain in full force and effect, unless and until duly modified.

Section 3. All fees and charges contained in any current resolutions inconsistent herewith, are hereby repealed to the extent of the inconsistency, but in all other respects such resolutions shall remain in full force and effect.

Section 4. This Resolution is to be construed to be consistent with any all State, County, and Federal laws and regulations concerning the subject matter hereof. If any section, sentence, clause or phrase of this Resolution is held invalid by any court of competent jurisdiction, then said ruling shall not affect the validity of the remaining portions.

PASSED by the American Fork City Council this 22 day of January 2026.

ATTEST:

Bradley J. Frost, Mayor

Terilyn Lurker, City Recorder

AMERICAN FORK CITY
General Fee Schedule Amendments
January 22, 2026
Exhibit A

Fee	Dwelling	Current Rate	Effective January 1, 2026	Difference	Notes
Sewer Impact Fee	Development	\$7,023/ERU	\$5,793/ERU	\$(1,230.00)	Rate increases imposed by TSSD



REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
JANUARY 27, 2026

Department Public Works Director Approval Sam Kelly

AGENDA ITEM Review and action on the award of an agreement for the 2026 Sewer Rehabilitation Project to Insituform Technologies, LLC.

SUMMARY RECOMMENDATION Staff recommends approval of the 2026 Sewer Rehabilitation Project agreement award to Insituform Technologies, LLC

BACKGROUND The Engineering Division followed a standard procurement process by issuing an invitation for bids (IFB) through the State procurement website, Bonfire, closing on January 15, 2026. On January 15th, four bids were received for this work, with Insituform Technologies, LLC being the responsible low bid based on the criteria in the issued IFB. The project will consist of the installation of approximately 8,367' of 8-inch cured-in-place pipe (CIPP), 2,366' of 10-inch CIPP, and associated appurtenances.

BUDGET IMPACT This agreement will be issued as part of the existing sewer system capital projects budget.

SUGGESTED MOTION Mr. Mayor, I move that we accept the bid submitted by Insituform Technologies, LLC for the construction of the 2026 Sewer Rehabilitation Project in the amount of \$418,928.00, with a contingency of \$40,000.00, and approve the construction agreement as presented.

SUPPORTING DOCUMENTS

- Agreement_Sewer Rehab 2026_unsigned (PDF)
- Bid Tab Summary_Sewer Rehab 2026 (PDF)
- Recommendation letter_Sewer Rehab 2026 (PDF)
- Notice of intent to award_Sewer Rehab 2026 (PDF)
- Notice of Award_Sewer Rehab 2026 (PDF)
- Notice to Proceed_Sewer Rehab 2026 (PDF)

Section 00500

AGREEMENT

THIS AGREEMENT, is executed in duplicate this _____ day of _____, 202____ by and between the CITY OF AMERICAN FORK, a municipal corporation and political subdivision of the State of Utah, with its principal offices located at 275 East 200 North, American Fork, Utah 84003 (hereinafter referred to as the "CITY"), and _____, a _____, with its principal offices located at _____, _____ (hereinafter referred to as "CONTRACTOR").

RECITALS

WHEREAS the CITY has set forth specifications and criteria for the construction of project number ENG2025-00224B, 2026 Sewer Rehabilitation, which shall hereinafter be referred to as the "PROJECT"; and

WHEREAS the CITY has solicited bids for the construction of the PROJECT pursuant to City ordinances and State statutes; and

WHEREAS the CITY has accepted CONTRACTOR's bid to construct the PROJECT in conformance with all CITY requirements.

COVENANTS

NOW, THEREFORE, in consideration of the mutual covenants of the parties as hereinafter set forth, the CITY and the CONTRACTOR mutually agree as follows:

1. **Contract Documents.** The CONTRACTOR agrees to complete the PROJECT as specified in the following documents, which shall hereinafter be collectively referred to as the "CONTRACT DOCUMENTS":

- 00030 Advertisement for Bids
- 00100 Instruction to Bidders
- 00300 Bid Form
- 00310 Bid Schedule
- 00320 Measurement and Payment
- 00350 Bid Bond
- 00400 Contractor Qualification Form
- 00500 Agreement
- 00610 Performance Bond

00620	Payment Bond
00630	Notice of Award
00640	Notice to Proceed
00650	Field Order
00660	Change Order Form
00700	General Conditions

- Utah APWA 2025 and the City of American Fork Supplemental Specifications
- Specifications prepared or issued by the City of American Fork, dated December 2025
- Drawings prepared by the City of American Fork and dated December 2025
- Addenda:

No. ____, Dated _____

No. ____, Dated _____

No. ____, Dated _____

No. ____, Dated _____

The CONTRACTOR acknowledges receipt of each of the above CONTRACT DOCUMENTS and each is hereby incorporated in and made an integral part of this Agreement, as if fully set forth herein. Any reference to "the AGREEMENT" or "this AGREEMENT" includes all of the CONTRACT DOCUMENTS. The definitions contained in the GENERAL CONDITIONS shall be used in interpreting this AGREEMENT.

2. **Payment.** The CITY agrees to pay the CONTRACTOR for the proper and timely completion of the PROJECT in accordance with all of the CONTRACT DOCUMENTS. The actual amount paid shall depend on WORK actually performed and shall be based on the unit prices and bid amounts set forth in the BID SCHEDULE. The CONTRACTOR shall not be entitled to any contingency amounts listed in the BID or BID SCHEDULE without a written change order from the CITY.

A. CITY shall pay CONTRACTOR through Automated Clearing House (ACH) payments. CONTRACTOR shall complete the ACH request form furnished by the CITY to authorize payment. Any other method of payment must be approved by the CITY and negotiated before payment is requested.

3. **Liquidated damages.** Time deadlines for the completion of the PROJECT are material terms of this AGREEMENT and the CONTRACTOR agrees to pay liquidated damages of \$1,000.00 to the CITY for each calendar day that the substantial completion date of the PROJECT exceeds the scheduled completion date of the PROJECT. The liquidated damages shall be assessed as provided in Section 15 of the GENERAL CONDITIONS, and may be used to offset the amount that the CITY is required to pay the CONTRACTOR pursuant to this AGREEMENT.

4. **Applicable Laws.** The CONTRACTOR agrees to comply with and be bound by each of the following laws, regulations and guidelines. The CONTRACTOR acknowledges that he is familiar with each of these laws, regulations and guidelines, and that each of them constitutes a material provision of this AGREEMENT. CONTRACTOR's failure to comply with any of the following laws, regulations and guidelines shall be deemed a material breach of this AGREEMENT.

A. CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin, and shall comply with all Federal, State and CITY laws and regulations governing equal opportunity.

B. CONTRACTOR shall comply with all provisions of Executive Order No. 14173 of January 21, 2025, as amended, and all applicable rules, regulations, and orders issued by the Secretary of Labor.

C. CONTRACTOR shall comply with the Copeland (Anti Kick-back) Act, which prohibits the CONTRACTOR from inducing any person employed in the PROJECT to give up any part of the compensation to which such person is otherwise entitled.

D. CONTRACTOR shall comply with all applicable Federal, State and CITY clean air and clean water laws or regulations, including the standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401 et seq.) and the Clean Water Act (33 U.S.C. § 1251 et seq.).

E. CONTRACTOR shall comply with all applicable Federal, State and CITY laws and regulations relating to the handling, treatment or disposal of hazardous materials.

5. **Books, Documents and Records.** The CONTRACTOR shall maintain books, records, documents, and other evidence directly pertinent to the PROJECT, in accordance with accepted and appropriate accounting procedures and practices. Further, any duly authorized representatives of the CITY, the State of Utah or the United States Government shall have access to such books, documents and records for the purpose of making audits, examinations, excerpts and transcripts.

6. **Lawful Agreement.** The parties represent that each of them has lawfully entered into this AGREEMENT, having complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to their respective operations.

7. **Utah Law.** This AGREEMENT shall be interpreted pursuant to the laws of the State of Utah.

8. **Time of the Essence.** Time shall be of the essence of this AGREEMENT.

9. **Attorney's Fee.** In the event that either party should be required to retain an attorney because of the default or breach of the other party or to pursue any other remedy provided by law, the non-defaulting party shall be entitled to a reasonable attorney's fee.

10. **Interpretation.** The invalidity of any portion of this AGREEMENT shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include any other genders. Any paragraph or section headings in this AGREEMENT are for convenience only, and do not constitute a part of the provisions hereof.

11. **Amendments.** No oral modifications or amendments to this AGREEMENT shall be effective, but this AGREEMENT may be modified or amended by written agreement.

12. **No Presumption.** Should any provision of this AGREEMENT require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents, prepared the same, it being acknowledged that both parties have participated in the preparation hereof.

13. **Binding Effect.** This AGREEMENT shall be binding upon the heirs, executors, administrators, successors, and assigns of each of the parties hereto.

SIGNED AND ENTERED INTO THIS this _____ day of _____, 202____.

CITY OF AMERICAN FORK

by David Bunker, City Administrator

ATTEST:

Terilyn Lurker, City Recorder

CONTRACTOR

STATE OF UTAH)

: ss.

COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this _____ day of _____, 202____.
by _____.

Notary Public (Seal)

My Commission Expires: _____

Residing at: _____

2026 Sewer Rehabilitation

ENG2025-00224B

Bid Summary

Bid Opening: 1/15/2026



Contractor Name	Total Bid
Insituform Technologies	\$ 418,928.00
Vortex Infrastructure Services	\$ 472,845.00
Inliner Solutions	\$ 551,880.00
National Power Rodding	\$ 560,220.00

**Bids are based on unit costs for each bid item. Posted by American Fork Public Works 1/15/20026*


American Fork City – Public Works Dept.

275 E 200 N American Fork, UT 84003

Ph: 801-763-3060 Fax: 801-763-3005

RECOMMENDATION LETTER

Date: January 27, 2026

Project Name: 2026 Sewer Rehabilitation

Owner: American Fork City

 Bidder: Insituform Technologies, LLC
 580 Goddard Ave
 Chesterfield, MO 63005

Following a thorough review process, we evaluated four bids for the **2026 Sewer Rehabilitation** Construction Project. Based on the recommendation of the review committee, we recommend awarding the contract to **Insituform Technologies**.

Reviewing all proposals, Insituform Technologies submitted the lowest responsible bid of **\$418,928.00**.

Based on our evaluation, **Insituform Technologies** is qualified and capable of successfully completing the work.

 American Fork City

 OWNER

 By: _____
 Authorized Signature

 City Engineer

 Title



American Fork City – Public Works Dept.
 275 E 200 N American Fork, UT 84003
 Ph: 801-763-3060 Fax: 801-763-3005

NOTICE OF INTENT TO AWARD

Date: January 15, 2026

Project Name: 2026 Sewer Rehabilitation

Owner: American Fork City

Bidder: Insituform Technologies, LLC
 580 Goddard Ave
 Chesterfield, MO 63005

You are hereby notified that the City of American Fork has received your bid proposal dated **January 15, 2026**, for the above project. **Insituform Technologies** appears to be the successful bidder and is expected to be awarded the design contract for the **Sewer Rehabilitation 2026**, pending City Council approval. This item is anticipated to be on the City Council agenda for **January 27, 2026**.

Reviewing all proposals, **Insituform Technologies** submitted the lowest responsible bid of **\$418,928.00**.

Please note that this letter does **not** constitute a promise or guarantee that City Council approval will be obtained.

American Fork City

OWNER

By: 
 Authorized Signature

City Engineer

Title


American Fork City – Public Works Dept.

275 E 200 N American Fork, UT 84003

Ph: 801-763-3060 Fax: 801-763-3005

NOTICE OF AWARD

Date: January 27, 2026

Project Name: 2026 Sewer Rehabilitation

Owner: American Fork City

 Bidder: Insituform Technologies, LLC
 580 Goddard Ave
 Chesterfield, MO 63005

Project Number: ENG2025-00224B

You are hereby notified that your construction bid has been accepted for items totaling **\$418,928.00** for construction of trenchless sewer rehabilitation.

You are required to execute the Agreement within **ten (10) days** of the approval of the Agreement by City Council. If you fail to execute said Agreement within this timeframe, the OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your bid as abandoned and will exercise such other rights as may be granted by law.

Please return an acknowledged copy of this **Notice of Award** to the OWNER by **February 7, 2026**.

City of American Fork

By: _____ David Bunker, City Administrator

Receipt of the NOTICE OF AWARD is hereby acknowledged by:

this the _____ day of _____, 2026.

By _____

Title _____


American Fork City – Public Works Dept.

275 E 200 N American Fork, UT 84003

Ph: 801-763-3060 Fax: 801-763-3005

NOTICE TO PROCEED

Date: January 27, 2026

Project Name: 2026 Sewer Rehabilitation

Owner: American Fork City

 Bidder: Insituform Technologies, LLC
 580 Goddard Ave
 Chesterfield, MO 63005

Project Number: ENG2025-00224B

You are hereby notified to commence work in accordance with Agreement dated on _____, and you are to have bid proposal and the signed contract for this project. All Work shall begin within ten days (10 days) of the executed Agreement and must be substantially complete design by **January 27, 2027** unless the date is modified per the procedure outlined in the agreement. All design work included completed bid documents, City approved plan set and outlined in the agreement.

CITY OF AMERICAN FORK

By: _____

Ben Hunter, City Engineer



REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
JANUARY 27, 2026

Department Recorder Director Approval Terilyn Lurker

AGENDA ITEM Review and action on a resolution expressing the City Council's intent to pursue a property exchange with the Utah Department of Transportation ("UDOT") subject to future approvals and compliance with applicable laws.

SUMMARY RECOMMENDATION:

Staff would recommend approval.

BACKGROUND

The City approached UDOT concerning a potential property exchange in February of 2025. The UDOT parcel located at 700 West 620 South was initially purchased in 2010 as part of a UDOT project known as the Vineyard Connector. The City parcel located at approximately 850 South 900 West was dedicated to American Fork in 2021 to accommodate an alternate alignment for the Vineyard Connector.

As development has continued in the area, the City has a need and desire to continue 700 West to the south of 620 South and build the City transportation grid network. Since UDOT has not been able to secure the required funding for the Vineyard Connector project as it was originally designed, they have had to abandon the corridor to the north and consider alternate alignments for the Vineyard Connector to connect to Pioneer Crossing.

This exchange of property, would, at a future date, allow American Fork City to connect 700 West from 620 South to 800 South, and afford UDOT the opportunity to build Vineyard Connector, or another alternative east-west transportation corridor.

Once 700 West is connected, the remaining parcel will be incorporated into the adjoining City parcel for a future park.

The proposed property exchange and any agreements related thereto must still be reviewed and approved by the Utah Transportation Commission, and are subject to final approval of the City Council pursuant to and after compliance with applicable state laws and American Fork City Ordinances.

BUDGET IMPACT

\$0

SUGGESTED MOTION

Move to adopt the resolution expressing intent to pursue the American Fork/UDOT property exchange, located generally at 700 W 620 S, subject to future approvals and compliance with applicable laws.

SUPPORTING DOCUMENTS

01.27.26 UDOT Property Exchange..Resolution (PDF)

Parcel Exchange Vicinity - Aerial (PDF)

Parcel Exchange Overview - Aerial (PDF)

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF AMERICAN FORK CITY,
UTAH, EXPRESSING ITS INTENT TO PURSUE A PROPERTY EXCHANGE
SUBJECT TO FUTURE APPROVALS AND COMPLIANCE WITH APPLICABLE
LAWS**

WHEREAS, the City Council of American Fork City has considered the potential benefits of a proposed exchange of real property located at 700 West 620 South and 850 South 900 West (see Exhibit A) involving American Fork City (the “City”) and the Utah Department of Transportation (“UDOT”) for transportation purposes; and

WHEREAS, the City Council desires to express its intent to pursue such a transaction, subject to the completion of appropriate due diligence, legal compliance, and formal approval processes.

NOW, THEREFORE, BE IT RESOLVED by the City Council of American Fork City, Utah, as follows:

1. The City Council expresses its nonbinding intent to proceed with the proposed property exchange, subject to:
 - a) Execution of a mutually acceptable agreements;
 - b) Compliance with all applicable provisions of Utah law, including but not limited to Utah Code §§ 10-8-2 and 10-3-717 and American Fork City Code § 3.32.020;
 - c) Any required public hearings or public notices;
 - d) Final review and approval by the City Council.
2. Nothing in this Resolution shall be construed as a binding commitment by the City or as a waiver of any procedural or legal requirements related to the proposed exchange.
3. **Effective Date.** This Resolution shall become effective immediately upon its passage.

PASSED by the American Fork City Council this ____ day of _____ 2025.

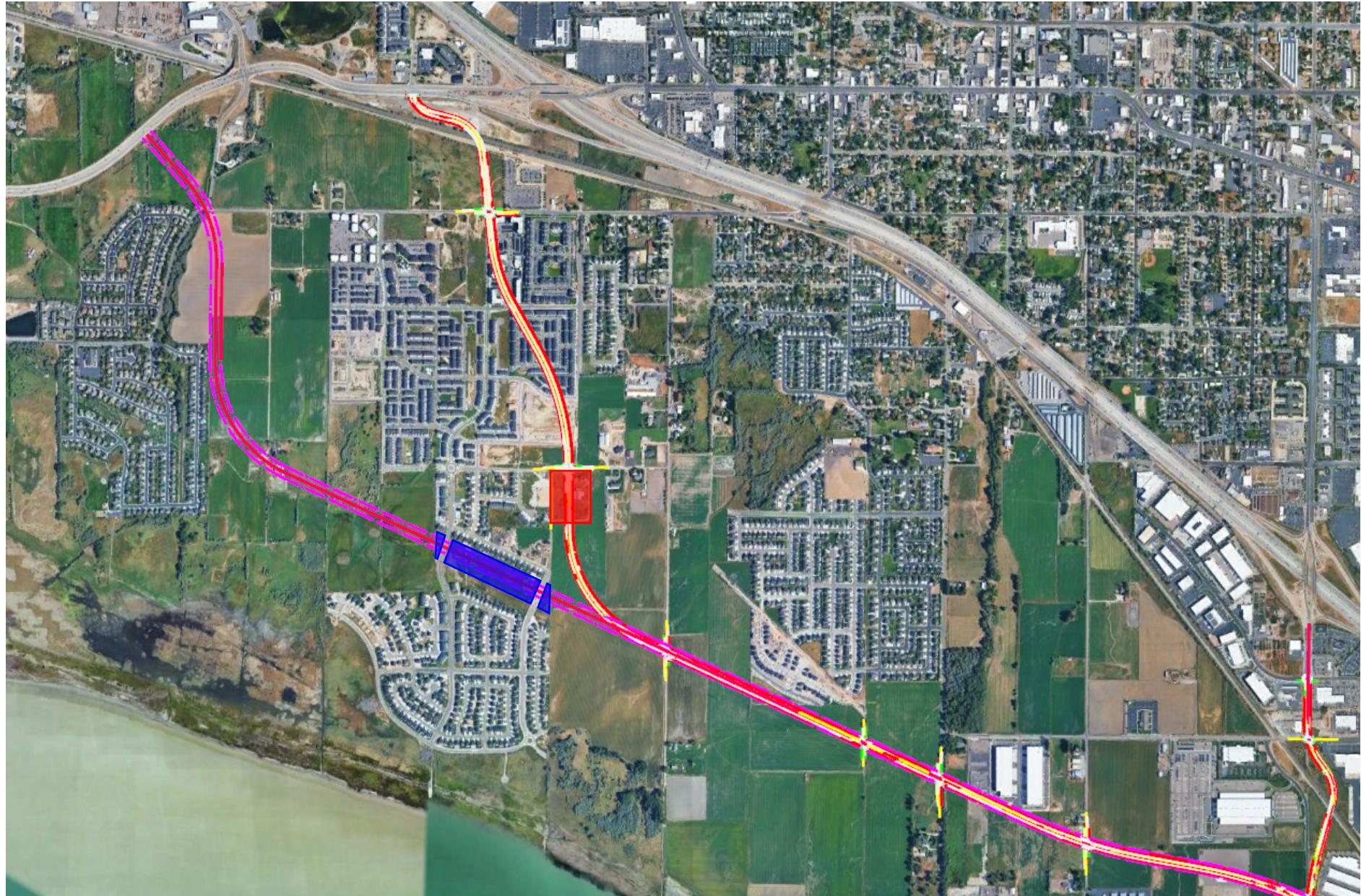
Bradley J. Frost, Mayor

ATTEST:

Terilyn Lurker, Recorder

EXHIBIT A

American Fork City Parcel Exchange - Vicinity Map



Attachment: Parcel Exchange Vicinity - Aerial (UDOT Property exchange)

American Fork City Parcel Exchange - Location Map

