



AMERICAN FORK CITY COUNCIL  
FEBRAURY 24, 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 meet in a regular session on Tuesday, February 24, 2026, in the American Fork City Hall, 31 North Church Street, commencing at 7:00 p.m. The agenda shall be as follows:

REGULAR SESSION

1. Pledge of Allegiance; Invocation by Council Member Holley; roll call.
2. 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 February 3, 2026, work session minutes.
2. Approval of the February 10, 2026, city council minutes.
3. Approval of the authorization to release the Improvements Construction Guarantee in the amount of \$827,756.88 and issue a Notice of Acceptance for the Mitchell Farms Plat E construction of public improvements located at 950 North 780 West.
4. Ratification of city payments (February 4, 2026, to February 17, 2026) and approval of purchase requests over \$50,000.

ACTION ITEMS

1. Review and action on a Performance-in-Lieu Agreement with Woodside Homes of Utah LLC regarding actual construction in lieu of providing an Improvements Construction Guarantee associated with Meadowbrook TOD Phase 4.
2. Review and action on approval of a proclamation declaring the city's commitment to volunteerism.
3. Adjournment.

Dated this 20th day of February 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  
FEBRUARY 24, 2026**

Department Public Works

Director Approval Sam Kelly

**AGENDA ITEM** (Common Consent Agenda) - Consideration regarding authorization to release the Improvements Construction Guarantee in the amount of \$827,756.88 and issue a Notice of Acceptance for the Mitchell Farms Plat E construction of public improvements located at 950 North 780 West.

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

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

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

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

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

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

**SUGGESTED MOTION** Move to accept the improvements and authorize the Mayor to execute the Notice of Acceptance for the Mitchell Farms Plat E public improvements located at 950 North 780 West. To authorize the issuance of documents and/or payments to release the

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

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

#### **SUPPORTING DOCUMENTS**

Mitchell Farms Plat E (final bond release for City Council 2.24.2026) (PDF)



**NOTICE OF ACCEPTANCE /  
IMPROVEMENT COMPLETION ASSURANCE  
RELEASE AUTHORIZATION**

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

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

Amount Released: \$827,756.88

PASSED THIS 24 DAY OF February 2026

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

ATTEST:

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

Attachment: Mitchell Farms Plat E (final bond release for City Council 2.24.2026) (Final Bond Release)



# BOND RELEASE REQUEST

Development Name: Mitchell Farms Plat E

Development Address: 950 N. 780 West

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

Partial Improvement Assurance Release

Final Improvement Assurance Release

Improvement Warranty Release (10% Durability Release)

Description of Item	Quantity	Units	Unit Price	Total	Inspector Use Only
					Complete? Yes/No
<b>SITE &amp; SWPPP</b>					
Clear and Grub ROW	1194	CY	\$4.65	\$5,552.44	
Cut to Subgrade ROW	2895	CY	\$18.00	\$52,110.00	
Subgrade Prep Site	28860	SF	\$0.14	\$4,040.40	
SWPPP	1	LS	\$5,000.00	\$5,000.00	
<b>SEWER</b>					
Connect to Existing Sewer Main	1	Each	\$2,000.00	\$2,000.00	
8" PVC Sewer Line	815.03	LF	\$59.15	\$48,209.02	
48" Sewer Manhole Precast	7	Each	\$5,500.00	\$38,500.00	
4" PVC Sewer Lateral	15	Each	\$1,150.00	\$17,250.00	
Sewer Testing	1	Each	\$2,500.00	\$2,500.00	
Sewer Trench Import	724	Ton	\$14.00	\$10,142.60	
Sewer Trench Spoils	1328	CY	\$5.50	\$7,305.08	
<b>CULINARY WATER</b>					
Connect To Existing Water Stub	1	Each	\$4,062.50	\$4,062.50	
8" Culinary Water	868	LF	\$55.00	\$47,740.00	
8" Water MJ Fittings	12	Each	\$1,400.00	\$16,800.00	
8" Water Valves	3	Each	\$2,950.00	\$8,850.00	
1" Water Service Lateral	1	Each	\$1,900.00	\$1,900.00	
DUAL 1" Water Service Lateral	7	Each	\$4,292.50	\$30,047.50	
Water Testing	1	LS	\$2,000.00	\$2,000.00	
Water Trench Import	506	Ton	\$24.00	\$12,152.00	
Water Trench Spoils	450	CY	\$24.00	\$10,801.78	
<b>PRESSURIZED IRRIGATION</b>					
Connect to Existing PI Stubb	1	Each	\$2,800.00	\$2,800.00	
8" PVC Pipe	878	LF	\$55.00	\$48,290.00	
8" Fittings	11	Each	\$1,400.00	\$15,400.00	
8" PI Valve	3	Each	\$2,950.00	\$8,850.00	
1" PI Service Lateral	3	Each	\$875.00	\$2,625.00	
DUAL 1" PI Service Lateral	6	Each	\$1,100.00	\$6,600.00	
PI Trench Import	341	Tons	\$14.00	\$4,780.22	
PI Trench Spoils	341	CY	\$2.50	\$853.61	
PI Testing	1	LS	\$1,500.00	\$1,500.00	
<b>STORM DRAINAGE</b>					
18" RCP Storm Drain	143	LF	\$142.53	\$20,381.79	
Sumps	4	Each	\$5,100.00	\$20,400.00	
Curb Inlet 2' x 3' x4' w/snout	8	Each	\$5,135.40	\$41,083.20	
Storm Drain Testing	1	LS	\$2,000.00	\$2,000.00	

Attachment: Mitchell Farms Plat E (final bond release for City Council 2.24.2026) (Final Bond Release)

Storm Drain Trench Import	64	Ton	\$14.00	\$889.78
<b>STREETS/HARDSCAPES</b>				
24" Curb & Gutter	1793	LF	\$40.28	\$72,222.04
Curb Prep	1793	LF	\$4.80	\$8,606.40
5' Concrete Sidewalk	8970	SF	\$4.35	\$39,019.50
Catch Basin Tie-in	8	Each	\$410.00	\$3,280.00
Import and Place 12" Subgrade	36700	SF	\$1.25	\$45,875.00
Import and Place 8" Road Base	36700	SF	\$1.05	\$38,535.00
3" Asphalt	36700	SF	\$1.65	\$60,555.00
Sawcut Asphalt	1	Each	\$250.00	\$250.00
<b>DRY UTILITIES</b>				
Power & Share Utility Trenching	1793	LF	\$2.00	\$3,586.00
Power Conduit	1793	LF	\$8.57	\$15,366.01
City Fiber Conduit	897	LF	\$35.00	\$31,395.00
<b>CONSTRUCTION MANAGEMENT</b>				
As-Builts	1	Each	\$1,000.00	\$1,000.00
Subdivision Monuments	2	Each	\$450.00	\$900.00
Completion of construction clean up	1	LS	\$6,500.00	\$3,750.00
<b>Total</b>				<b>\$827,756.88</b>

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

Please send check/bank letter to:

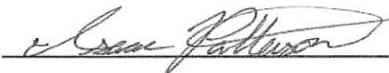
Name: Layne Cardon

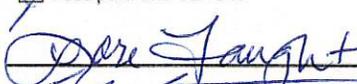
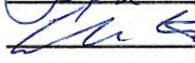
Bank (if applicable): Altabank

Address: 2174 W. Grove Parkway, Suite 225

City: Pleasant Grove    State: UT    Zip: 84062

Phone: \_\_\_\_\_    Email: Layne.Cardon@altabank.com

Signature:     Date: Feb 5<sup>th</sup> 2026

City Official Use Only	
<input checked="" type="checkbox"/> Fees paid and current	
Administrative Signature: <u></u>	Date: <u>2-10-26</u>
Inspector Signature: <u></u>	Date: <u>2-9-2026</u>

Attachment: Mitchell Farms Plat E (final bond release for City Council 2.24.2026) (Final Bond Release)

Name of Development: Mitchell Farms Plat E

Date		Date		Date		Date		Date		Date		Date	
2/24/2026	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
<b>SITE &amp; SWPPP</b>																	
Clear and Grub ROW	1194	CY	\$4.65	\$5,552.10	1194	\$5,552.10		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Cut to Subgrade ROW	2895	CY	\$18.00	\$52,110.00	2895	\$52,110.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Subgrade Prep Site	28860	SF	\$0.14	\$4,040.40	28860	\$4,040.40		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
SWPPP	1	LS	\$5,000.00	\$5,000.00	1	\$5,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
<b>SEWER</b>																	
Connect to Existing Sewer Main	1	Each	\$2,000.00	\$2,000.00	1	\$2,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
8" PVC Sewer Line	815.03	LF	\$59.15	\$48,209.02	815.03	\$48,209.02		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
48" Sewer Manhole Precast	7	Each	\$5,500.00	\$38,500.00	7	\$38,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
4" PVC Sewer Lateral	15	Each	\$1,150.00	\$17,250.00	15	\$17,250.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Sewer Testing	1	Each	\$2,500.00	\$2,500.00	1	\$2,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Sewer Trench Import	724	ton	\$14.00	\$10,142.60	724	\$10,142.60		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Sewer Trench Spoils	1328	CY	\$5.50	\$7,305.08	1328	\$7,305.08		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
<b>CULINARY WATER</b>																	
Connect to Existing Water Stub	1	Eas	\$4,062.50	\$4,062.50	1	\$4,062.50		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
8" Culinary Water	868	LF	\$55.00	\$47,740.00	868	\$47,740.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
8" Water MJ Fittings	12	Each	\$1,400.00	\$16,800.00	12	\$16,800.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
8" Water Valves	3	Each	\$2,950.00	\$8,850.00	3	\$8,850.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
1" Water Service Lateral	1	Each	\$1,900.00	\$1,900.00	1	\$1,900.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
DUAL 1: Water Service Lateral	7	Each	\$4,292.50	\$30,047.50	7	\$30,047.50		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Water Testing	1	LS	\$2,000.00	\$2,000.00	1	\$2,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Water Trench Import	506	tons	\$24.00	\$12,152.00	506	\$12,152.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Water Trench Spoils	450	CY	\$24.00	\$10,801.78	450	\$10,801.78		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
<b>PRESSURIZED IRRIGATION</b>																	
Connect to Existing PI Stub	1	Each	\$2,800.00	\$2,800.00	1	\$2,800.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
8" PVC Pipe	878	LF	\$55.00	\$48,290.00	878	\$48,290.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
8" Fittings	11	Each	\$1,400.00	\$15,400.00	11	\$15,400.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
8" PI Valve	3	Each	\$2,950.00	\$8,850.00	3	\$8,850.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
1" PI Service Lateral	3	Each	\$875.00	\$2,625.00	3	\$2,625.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
DUAL 1: Water Service Lateral	6	Each	\$1,100.00	\$6,600.00	6	\$6,600.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
PI Trench Import	341	tons	\$14.00	\$4,780.22	341	\$4,780.22		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
PI Trench Spoils	341	CY	\$2.50	\$853.61	341	\$853.61		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
PI Testing	1	LS	\$1,500.00	\$1,500.00	1	\$1,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
<b>STREETS</b>																	
24" Curb & Gutter	1793	LF	\$40.28	\$72,222.04	1793	\$72,222.04		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Curb Prep	1793	LF	\$4.80	\$8,606.40	1793	\$8,606.40		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
5" Concrete Sidewalk	8970	SF	\$4.35	\$39,019.50	8970	\$39,019.50		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Catch Basin Tie-In	8	Each	\$410.00	\$3,280.00	8	\$3,280.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Import and Place 12" Subgrade	36700	SF	\$1.25	\$45,875.00	36700	\$45,875.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Import and Place 8" Road Base	36700	SF	\$1.05	\$38,535.00	36700	\$38,535.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
3" Asphalt	36700	SF	\$1.65	\$60,555.00	36700	\$60,555.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Sawcut Asphalt	1	Each	\$250.00	\$250.00	1	\$250.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
<b>STORM DRAINAGE</b>																	
18" RCP Storm Drain	143	LF	\$142.53	\$20,381.79	143	\$20,381.79		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Sumps	4	Each	\$5,100.00	\$20,400.00	4	\$20,400.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Curb Inlet 2' x 3' x 4' w/snout	8	Each	\$5,135.40	\$41,083.20	8	\$41,083.20		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Storm Drain Testing	1	LS	\$2,000.00	\$2,000.00	1	\$2,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Storm Drain Trench Import	64	ton	\$14.00	\$899.78	64	\$899.78		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
<b>Dry Utilities</b>																	
Power & Share Utility Trenching	1793	LF	\$2.00	\$3,586.00	1793	\$3,586.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Power Conduit	1793	LF	\$8.57	\$15,366.01	1793	\$15,366.01		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
City Fiber Conduit	897	LF	\$35.00	\$31,395.00	897	\$31,395.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
<b>CONSTRUCTION MANAGEMENT</b>																	
As-Builts	1	Each	\$1,000.00	\$1,000.00	1	\$1,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Subdivision Monuments	2	Each	\$450.00	\$900.00	2	\$900.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Completion of construction clean up	1	LS	\$6,500.00	\$6,500.00	1	\$6,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
<b>Improvement Completion Assurance</b>				<b>\$827,756.88</b>		<b>\$827,756.88</b>		<b>\$0.00</b>	<b>\$0.00</b>								
10 % Contingency				\$82,775.69													\$173,828.95 Durability Period
<b>TOTAL</b>				<b>\$1,001,585.82</b>													

Attachment: Mitchell Farms Plat E (final bond release for City Council 2.24.2026) (Final Bond Release)



**REQUEST FOR COUNCIL ACTION  
CITY OF AMERICAN FORK  
FEBRUARY 24, 2026**

Department Planning Director Approval Patrick O'Brien

**AGENDA ITEM** Review and action on a Performance-in-Lieu Agreement with Woodside Homes of Utah LLC regarding actual construction in lieu of providing an Improvements Construction Guarantee associated with Meadowbrook TOD Phase 4.

**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 Woodside Homes of Utah LLC for Meadowbrook TOD Phase 4, and authorize the Mayor to execute the documents.

**SUPPORTING DOCUMENTS**

20260128\_4\_Performance in Lieu Agreement\_MB PH 4\_V1\_RBurkhill\_FinalApproved (PDF)  
20260128\_BOND ESTIMATE\_MB PH 4\_V1 (1) (PDF)  
20260128\_4\_Blanket Easement\_MB PH 4\_V1 (1) (PDF)

## 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 800 WEST 600 SOUTH (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]

\_\_\_\_\_  
BY: \_\_\_\_\_

ITS: \_\_\_\_\_

**OWNER ACKNOWLEDGMENT**

STATE OF UTAH  
COUNTY OF UTAH

On \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_ personally appeared before me, who being by me duly sworn, did say that he is the \_\_\_\_\_ [Title] of \_\_\_\_\_ [Owner/Developer], a \_\_\_\_\_ and that the foregoing instrument was duly authorized by the company.

\_\_\_\_\_  
NOTARY PUBLIC

Exhibit 'A'

Name of Development: MEADOWBROOK TOD PHASE 4

# BOND AMOUNT

1/22/2026

Description of Item	Quantity	Unit	Unit Price	Total	Reimbursable			
					Quantity	Unit	Unit Price	Total
<b>SITE &amp; SWPPP</b>								
Clear and Grub ROW	2477	CY	\$4.00	\$9,907.67				
Subgrade Prep Site	89169	SF	\$0.17	\$15,158.73				
SWPPP	1	LS	\$13,000.00	\$13,000.00				
<b>SEWER</b>								
Connect to Existing Sewer	2	Each	\$2,500.00	\$5,000.00				
8" PVC Sewer Line	2536.75	LF	\$50.00	\$126,837.50				
60" Sewer Manhole Precast	8	Each	\$6,100.00	\$48,800.00				
48" Sewer Manhole Precast	16	Each	\$5,500.00	\$88,000.00				
4" PVC Sewer Lateral	122	Each	\$1,600.00	\$195,200.00				
Sewer Testing	1	Each	\$4,000.00	\$4,000.00				
Sewer Trench Import	5160	CY	\$24.00	\$123,840.00				
<b>CULINARY WATER</b>								
Connect to Existing Water Stub	5	Each	\$4,500.00	\$22,500.00				
8" Culinary Water	1515	LF	\$61.00	\$92,415.00				
8" Gate Valve	5	Each	\$2,950.00	\$14,750.00				
8" Water MJ Fittings	5	Each	\$1,400.00	\$7,000.00				
12" Culinary Water	297	LF	\$100.00	\$29,700.00	297	LF	\$39.00	\$11,583.00
Fire Hydrant Assembly	5	Each	\$8,000.00	\$40,000.00				
1" Water Service Lateral	77	Each	\$1,900.00	\$146,300.00				
2" Water Service Line	330	LF	\$25.00	\$8,250.00				
Water Testing	1	LS	\$4,000.00	\$4,000.00				
Water Trench Import	805	CY	\$24.00	\$19,320.00				
<b>PRESSURIZED IRRIGATION</b>								
12" PI	297	LF	\$80.00	\$23,760.00				
PI Testing	1	LS	\$2,500.00	\$2,500.00				
PI Trench Import	75	CY	\$24.00	\$1,800.00				
<b>STORM DRAINAGE (620 South - Public)</b>								
Tie into Existing Storm Drain	4	Each	\$2,500.00	\$10,000.00				
18" RCP Storm Drain	1385	LF	\$72.00	\$99,720.00	21	LF	\$72.00	\$1,512.00
Storm Drain MH (5' dia)	4	Each	\$6,600.00	\$26,400.00	1	Each	\$6,600.00	\$6,600.00
Combo Catch Basin	1	Each	\$6,600.00	\$6,600.00				
Curb Inlet Box	5	Each	\$6,600.00	\$33,000.00	1	Each	\$6,600.00	\$6,600.00
Storm Drain Testing	1	LS	\$5,500.00	\$5,500.00				
Storm Drain Trench Import	525	CY	\$24.00	\$12,600.00				
<b>STREETS / HARDSCAPES (Public Roads- Only)</b>								
24" Curb & Gutter	2261	LF	\$24.00	\$54,264.00	651	LF	\$24.00	\$15,624.00
5' Wide Sidewalk	8585	SF	\$6.00	\$51,510.00	2285	SF	\$7.30	\$16,680.50
10' Wide Sidewalk along 800 West	2480	SF	\$6.00	\$14,880.00	1240	SF	\$7.30	\$9,052.00
7' WIDE Bike Lane	8127	SF	\$7.30	\$59,327.10	483	SF	\$7.30	\$3,525.90
ADA Ramps	9	Each	\$2,000.00	\$18,000.00	2	Each	\$2,000.00	\$4,000.00
Catch Basin Tie-In	4	Each	\$550.00	\$2,200.00	1	Each	\$550.00	\$550.00
Import and Place 14" Subgrade	50677	SF	\$1.35	\$68,413.95	23718	SF	\$0.23	\$5,455.14
Import and Place 9" Road Base	50677	SF	\$1.12	\$56,758.24	23718	SF	\$1.12	\$26,564.16
4" Asphalt	50677	SF	\$2.04	\$103,381.08	23718	SF	\$0.32	\$7,589.76
Signage	1	LS	\$7,500.00	\$7,500.00	16	Each	\$175.00	\$2,800.00
<b>CONSTRUCTION MANAGEMENT</b>								
As-Builts	1	Each	\$1,000.00	\$1,000.00				
Subdivision Monuments	2	Each	\$450.00	\$900.00				

\$1,673,993.27

\$118,136.46

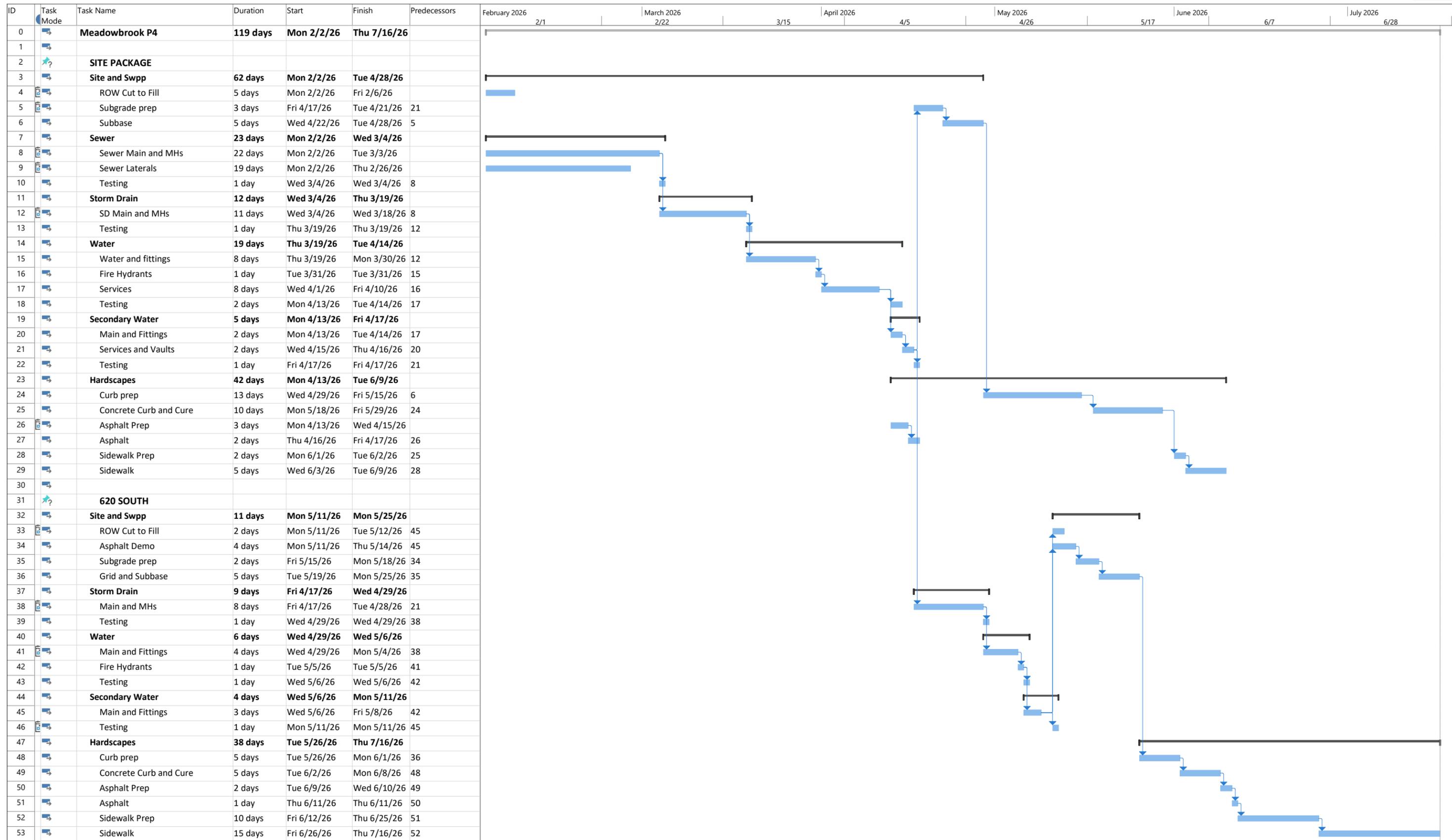
10% Durability - retained at ICG release

\$167,399.33

ICG Amount

\$1,841,392.59

Attachment: 20260128\_4\_Performance in Lieu Agreement\_MB PH 4\_V1\_RBurkhill\_FinalApproved (Performance-in-Lieu Agreement for



Project: Meadowbrook P4  
Date: Wed 1/28/26

Task		Summary		Inactive Milestone		Duration-only		Start-only		External Milestone		Manual Progress	
Split		Project Summary		Inactive Summary		Manual Summary Rollup		Finish-only		Deadline			
Milestone		Inactive Task		Manual Task		Manual Summary		External Tasks		Progress			

Attachment: 20260128\_4\_Performance in Lieu Agreement\_MB PH 4\_V1\_RBurkhil\_FinalApproved (Performance-in-Lieu Agreement for

Name of Development: MEADOWBROOK TOD PHASE 4

# BOND AMOUNT

1/22/2026

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Storm Drain MH (5' dia)	4	Each	\$6,600.00	\$26,400.00	1	Each	\$6,600.00	\$6,600.00
Combo Catch Basin	1	Each	\$6,600.00	\$6,600.00				
Curb Inlet Box	5	Each	\$6,600.00	\$33,000.00	1	Each	\$6,600.00	\$6,600.00
Storm Drain Testing	1	LS	\$5,500.00	\$5,500.00				
Storm Drain Trench Import	525	CY	\$24.00	\$12,600.00				
<b>STREETS / HARDSCAPES (Public Roads- Only)</b>								
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Signage	1	LS	\$7,500.00	\$7,500.00	16	Each	\$175.00	\$2,800.00
<b>CONSTRUCTION MANAGEMENT</b>								
As-Builts	1	Each	\$1,000.00	\$1,000.00				
Subdivision Monuments	2	Each	\$450.00	\$900.00				

\$1,673,993.27      \$118,136.46

10% Durability - retained at ICG release      \$167,399.33

**ICG Amount      \$1,841,392.59**

Attachment: 20260128\_BOND ESTIMATE\_MB PH 4\_V1 (1) (Performance-in-Lieu Agreement for Meadowbrook TOD Phase 4)

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 Meadowbrook TOD Phase 4 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

Contains: ± <sup>304,144</sup> 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

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

[GRANTOR]

\_\_\_\_\_  
By: NAME, TITLE

State of Utah

:ss

County of \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_, 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.

\_\_\_\_\_  
Notary Public

ACCEPTED BY:

AMERICAN FORK CITY

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

\_\_\_\_\_

Attachment: 20260128\_4\_Blanket Easement\_MB PH 4\_V1 (1) (Performance-in-Lieu Agreement for Meadowbrook TOD Phase 4)

## Exhibit 'A'

BEGINNING AT A POINT LOCATED NORTH 00°03'33" EAST ALONG SECTION LINE 649.76 FEET AND WEST 1903.52 FEET FROM THE SOUTHEAST CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE ALONG THE NORTHERN RIGHT OF WAY LINE OF 620 SOUTH STREET THE FOLLOWING THREE (3) COURSES: 1) SOUTH 89°06'26" WEST 625.86 FEET, 2) ALONG THE ARC OF A 1428.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 46.39 FEET (CURVE HAVING A CENTRAL ANGLE EQUALS 01°51'41" AND A LONG CHORD BEARS N89°57'44"W 46.39 FEET), AND 3) NORTH 89°01'53" WEST 445.99 FEET; THENCE NORTH 00°58'07" EAST 0.16 FEET TO A POINT ALONG THE EASTERN BOUNDARY OF MEADOWBROOK TOD PLAT A; THENCE ALONG SAID BOUNDARY THE FOLLOWING THREE (3) COURSES: 1) ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 23.56 FEET (CURVE HAVING A CENTRAL ANGLE EQUALS 89°59'39" AND A LONG CHORD BEARS N44°02'03"W 21.21 FEET), 2) NORTH 00°57'46" EAST 232.61 FEET, AND 3) ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 23.30 FEET (CURVE HAVING A CENTRAL ANGLE EQUALS 89°00'48" AND A LONG CHORD BEARS N45°28'10"E 21.03 FEET) TO A POINT ALONG THE SOUTH RIGHT-OF-WAY LINE TO 560 SOUTH; THENCE ALONG SAID BOUNDARY THE FOLLOWING FOUR (4) COURSES: 1) NORTH 89°58'34" EAST 86.16 FEET, AND 2) ALONG THE ARC OF A 544.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 7.88 FEET (CURVE HAVING A CENTRAL ANGLE EQUALS 00°49'46" AND A LONG CHORD BEARS S89°36'33"E 7.88 FEET), 3) SOUTH 89°11'40" EAST 1040.01 FEET, AND 4) ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 23.35 FEET (CURVE HAVING A CENTRAL ANGLE EQUALS 89°11'13" AND A LONG CHORD BEARS S44°36'04"E 21.06 FEET) TO A POINT ALONG THE EASTERN BOUNDARY OF MEADOWBROOK TOD PLATS B, C, AND D THE FOLLOWING THREE (3) COURSES: 1) NORTH 00°00'26" WEST 515.71 FEET, 2) ALONG THE ARC OF A 1000.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 26.13 FEET (CURVE HAVING A CENTRAL ANGLE EQUALS 01°29'49" AND A LONG CHORD BEARS N00°44'28"E 26.13 FEET), AND 3) NORTH 01°29'23" EAST 279.15 FEET TO A POINT ALONG THE WESTERN RIGHT-OF-WAY LINE OF 700 SOUTH; THENCE ALONG THE SAID RIGHT-OF-WAY LINE THE FOLLOWING SIX (6) COURSES: 1) SOUTH 00°09'46" EAST 179.89 FEET, 2) ALONG THE ARC OF A 1000.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 13.83 FEET (CURVE HAVING A CENTRAL ANGLE EQUALS 00°47'33" AND A LONG CHORD BEARS S00°14'01"W 13.83 FEET), 3) SOUTH 00°37'47" WEST 707.87 FEET, 4) SOUTH 05°46'21" WEST 100.40 FEET, 5) SOUTH 00°37'47" WEST 25.66 FEET, AND 6) ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 38.61 FEET (CURVE HAVING A CENTRAL ANGLE EQUALS 88°28'39" AND A LONG CHORD BEARS S44°52'06"W 34.88 FEET) TO THE POINT OF BEGINNING.

AREA = 304,144 SF OR 6.98 ACRES



**REQUEST FOR COUNCIL ACTION  
CITY OF AMERICAN FORK  
FEBRUARY 24, 2026**

Department Recorder Director Approval Terilyn Lurker

**AGENDA ITEM** Review and action on approval of a proclamation declaring the city's commitment to volunteerism.

**SUMMARY RECOMMENDATION**

Staff recommends approval.

**BACKGROUND**

The proclamation affirms American Fork's commitment to fostering compassion, unity, and community strength through volunteerism. It emphasizes that volunteering benefits both the community and individuals, promotes understanding across diverse backgrounds, and calls on residents to serve one another through acts of kindness. The city joins national leaders in supporting volunteerism and commits-under Mayor Brad Frost-to promoting service opportunities via JustServe.org and recognizing volunteers' contributions.

**BUDGET IMPACT**

N/A

**SUGGESTED MOTION**

Move to approve the proclamation affirming American Fork's commitment to fostering compassion, unity, and community strength through volunteerism

**SUPPORTING DOCUMENTS**

Proclamation on Commitment to Volunteerism 2.24.2026 (DOCX)

**Proclamation No. 2026-001**

**Commitment to Volunteerism in American Fork, Utah**

**WHEREAS**, we firmly believe that the values of compassion, empathy, and community support form the foundation of a united and harmonious society, fostering connections that transcend differences; and

**WHEREAS**, the strength and prosperity of our cities, towns, and villages are rooted in the selflessness of residents who serve and uplift one another; and

**WHEREAS**, we acknowledge the profound impact that can be achieved when we extend a helping hand to our neighbors—especially those of diverse backgrounds—lifting them up and working together to improve lives; and

**WHEREAS**, as we nurture a culture of giving within our city, we emphasize that volunteerism is not only a civic duty but also a source of personal fulfillment and community strength; and as we work side-by-side and learn from each other, mutual understanding increases, misconceptions can be corrected, and new friendships are formed; and

**WHEREAS**, we urge all citizens to care for one another, volunteer, and engage in acts of service and kindness that contribute to our city's betterment and its residents' well-being, regardless of background or belief; and

**WHEREAS**, American Fork City has joined a growing list of supporters—including the President of the National League of Cities and hundreds of leaders nationwide—in making a commitment to volunteerism;

**NOW, THEREFORE, BE IT PROCLAIMED** that I, **Brad Frost, Mayor of American Fork City**, hereby affirm that American Fork City commits to promoting volunteerism, leveraging **JustServe.org** to make it easier for residents to find and participate in volunteer opportunities, and will regularly acknowledge and celebrate the contributions of volunteers.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Great Seal of American Fork City to be affixed this 24<sup>th</sup> day of February, 2026.

ATTEST

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

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

Attachment: Proclamation on Commitment to Volunteerism 2.24.2026 (Just Serve Proclamation)