



*\*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, March 24, 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 comment on the declaration of real property, consisting of approximately 8.5 acres and located at approximately 700 West and 800 South, as surplus.

REGULAR SESSION

1. Pledge of Allegiance; Invocation by Council Member Taylor; 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 19 and 20, 2026, budget workshop minutes.
2. Approval of the February 24, 2026, city council minutes.
3. Approval of the March 3, 2026, work session minutes.
4. Approval of the March 10, 2026, city council minutes.
5. Approval of the authorization to release the Improvements Construction Guarantee in the amount of \$153,761.00 and issue a Notice of Acceptance for the 43 North Apartments construction of public improvements located at 43 North 100 East.
6. Approval of the authorization to release the Improvements Construction Guarantee and issue a Notice of Acceptance for the Holmes Gunther construction of public improvements located at 490 Mary Pulley Drive.
7. Review of a Bond for EL GUERO ENVIOS LLC a Check Cashing Facility located at 222 E Main St in the CC-2 Central Commercial Zone.
8. Ratification of city payments (March 4, 2026, to March 17, 2026) and approval of purchase requests over \$50,000.

ACTION ITEMS

1. Review and action on approval of the authorization to release the Improvements Durability Retainer of \$7,188.20 for American Fork Tower, located at 802 East 1050 South.

2. Review and action on a resolution approving an application for a Land Use Map Amendment, known as Jasper Lot Land Use Map Amendment, located at 570 East Main Street. The Land Use Map Amendment is for 0.26 acres in the Residential High Density Land Use Designation and is proposed to change to the General Commercial Land Use Designation.
3. Review and action on a resolution to accept the petition for annexation of the Buckwalter Meadow View Ranch 2 Annexation, consisting of approximately 96.409 acres at 1000 South 100 East.
4. Review and action on a resolution regarding American Fork Irrigation shareholder discount agreements and long-term rental agreements.
5. Review and action on acceptance of the withdrawal of application for the Julie Clark Annexation.
6. Review and action on an ordinance amending Title 5 of the American Fork City Code related to business licenses, revising application requirements, fees, appeals, revocation procedures, and bonds.
7. Review and action on a resolution declaring certain real property to be surplus property and authorizing the disposition of the property to the Utah Department of Transportation.
8. Review and action on an agreement with Cedar Hills for public safety services.
9. Adjournment.

Dated this 20th day of March 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  
MARCH 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 \$153,761.00 and issue a Notice of Acceptance for the 43 North Apartments construction of public improvements located at 43 North 100 East.

**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 43 North Apartments public improvements located at 43 North 100 East. 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**

43 North Final bond release for the City Council 3-24-26 (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 43 NORTH APARTMENTS. 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: \$153,761.00

PASSED THIS 24 DAY OF MARCH 2026

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

ATTEST:

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

Attachment: 43 North Final bond release for the City Council 3-24-26 (Final Bond Release)



# BOND RELEASE REQUEST

Development Name: 43 North Apartments

Development Address: 43 N 100 E

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

Description of Item	Quantity	Units	Unit Price	Total	Inspector Use Only
					Complete? Yes/No
<i>Please See attached Final - Release of bond</i>				<i>153,761.00</i>	
<b>Total</b>				<i>153,761.00</i>	

Bond Type:

Please send check/bank letter to:

Name: Opp-Prop LLC

Bank (if applicable):

Address: 564 W 700 s #405

City: Pleasant Grove

State: UT

Zip:

84062

Phone:

Email:

Signature: *[Signature]*

Date:

9/18/2023

City Official Use Only	
Administrative Signature: <i>[Signature]</i>	Date: <u>3-5-24</u>
Inspector Signature: <i>[Signature]</i>	Date: <u>3-4-2026</u>

Attachment: 43 North Final bond release for the City Council 3-24-26 (Final Bond Release)

43 North Apartments

Date		Date		Date		Date		Date	
3/24/2026	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 PREPARATION</b>																	
Mobilization	1	LS	\$13,500.00	\$13,500.00	1	\$13,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Remove and dispose concrete sidewalk and curb	1	LS	\$3,000.00	\$3,000.00	1	\$3,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
				\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
<b>SWPPP</b>																	
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>EARTHWORK</b>																	
Excavation (including hauling off of materials)	1	LS	\$12,850.00	\$12,850.00	1	\$12,850.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
<b>SEWER</b>																	
Terminate existing sewer line to main	2	Each	\$1,850.00	\$3,700.00	2	\$3,700.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
8" PVC Sewer Line	30	LF	\$80.00	\$2,400.00	30	\$2,400.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
5' Sewer Manhole Precast	1	Each	\$15,500.00	\$15,500.00	1	\$15,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Sewer Testing & Inspection	1	LS	\$1,000.00	\$1,000.00	1	\$1,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
<b>CULINARY WATERS</b>																	
Terminate existing water service line to main	1	Each	\$1,850.00	\$1,850.00	1	\$1,850.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
8" DI Culinary Water	55	LF	\$165.00	\$9,075.00	55	\$9,075.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
4" Gate Valve	1	Each	\$3,800.00	\$3,800.00	1	\$3,800.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
8" Water MJ Fittings	2	Each	\$1,400.00	\$2,800.00	2	\$2,800.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
6" Fire Suppression Line	120	LF	\$50.00	\$6,000.00	120	\$6,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Connect to Existing 8" Water	1	Each	\$600.00	\$600.00	1	\$600.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Fire Hydrant Assembly	1	Each	\$10,035.00	\$10,035.00	1	\$10,035.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Culinary Water Testing & Inspection	1	LS	\$1,000.00	\$1,000.00	1	\$1,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
<b>PRESSURIZED IRRIGATION</b>																	
8" Plug	2	Each	\$150.00	\$300.00	2	\$300.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
8" DiP	118	LF	\$112.00	\$13,216.00	118	\$13,216.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
1" Irrigation Service	1	Each	\$2,500.00	\$2,500.00	1	\$2,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
<b>STREETS</b>																	
Asphalt 3" - Standard Road	4660	SF	\$3.75	\$17,475.00	4660	\$17,475.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Roadbase 8" Hauled, Placed & Compacted	5250	SF	\$2.00	\$10,500.00	5250	\$10,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Sub Base 8" Hauled, Placed & Compacted	0	SF	\$1.75	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
24" Curb & Gutter (4" untreated base course included)	52	LF	\$55.00	\$2,860.00	52	\$2,860.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Sidewalk 4" Thick (4" untreated base course included)	555	SF	\$8.00	\$4,440.00	555	\$4,440.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Drive Approach	1	LS	\$6,360.00	\$6,360.00	1	\$6,360.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Saw Cutting	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>STORM DRAINAGE</b>																	
				\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
<b>CONSTRUCTION MANAGEMENT/MISC.</b>																	
As Bulbs Mylar & Disks	1	Each	\$1,000.00	\$1,000.00	1	\$1,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Traffic Sign	3	Each	\$500.00	\$1,500.00	3	\$1,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Subdivision Monument	0	Each	\$1,500.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00

Include SWPPP costs  
 Include cost of terminating existing service  
 Include sewer line testing costs  
 Include cost of terminating existing service

Improvement Completion Assurance	\$153,761.00	\$153,761.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Improvement Warranty	\$15,378.10								
<b>TOTAL</b>	<b>\$169,137.10</b>								

Final bond release-City Council 3-24-26 of \$153,761.00

\$15,378.10 Durability Period

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	\$ -
<b>Subtotal</b>			<b>\$ -</b>

Street Lights		10-4410-276	
Street Lights			\$ 8,500.00
<b>Total Fees</b>			<b>\$8,500.00</b>
<b>Total Bond &amp; Fees</b>			<b>\$177,637.10</b>

Attachment: 43 North Final bond release for the City Council 3-24-26 (Final Bond Release)



**REQUEST FOR COUNCIL ACTION  
CITY OF AMERICAN FORK  
MARCH 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 \$0.00 and issue a Notice of Acceptance for the Holmes Gunther construction of public improvements located at 490 Mary Pulley Drive.

**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 Holmes Gunther public improvements located at 490 Mary Pulley Drive. 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**

Holmes Gunther final bond release for City Council 3-24-26 (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 HOLMES GUNTHER. The City Council accepts the improvements completed with the finding that said improvements are in a condition meeting City ordinances, standards, and specifications, are in conformance with the approved project construction plans, and all conditions for release as detailed in section 17.9.304 of the City Code have been satisfied.

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

Amount Released: \$0.00

PASSED THIS 24 DAY OF MARCH 2026

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

ATTEST:

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

Attachment: Holmes Gunther final bond release for City Council 3-24-26 (Final Bond Release)



Name of Development: Holmes Gunther Ellens II Subdivision

Date	Date	Date	Date	Date	Date	Date
3/24/2026	Final					

CITY COMMENTS	SITE PREPARATION	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
		Mobilization	1	LS	\$8,000.00	\$8,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$8,000.00
		Demolition	1	LS	\$9,422.40	\$9,422.40		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$9,422.40
		Traffic Control	1	LS	\$12,000.00	\$12,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$12,000.00
		<b>LANDSCAPING</b>																	
		Water Protection	14	Each	\$200.00	\$2,800.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$2,800.00
		Silt Fence	1690	LF	\$4.00	\$6,760.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$6,760.00
		Portable Toilet	1	Each	\$500.00	\$500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$500.00
		Vehicle Tracking Control	1	Each	\$4,000.00	\$4,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$4,000.00
		SWPPP Coverage	1	Each	\$12,840.00	\$12,840.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$12,840.00
		<b>ERTHWORX</b>																	
		Clear & Grub Strip Top Soil & Spread	1	Each	\$18,000.00	\$18,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$18,000.00
		Site Topsoil and Spread	2000	CY	\$4.90	\$9,800.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$9,800.00
		Open-Gr. and Recompact	4900	CY	\$8.90	\$43,410.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$43,410.00
		Structural Import	7277	CY	\$25.00	\$181,925.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$181,925.00
		<b>UTILITY</b>																	
		Connect to Existing Sub	1	Each	\$2,000.00	\$2,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$2,000.00
		Road Cut For Sewer	1	Each	\$8,000.00	\$8,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$8,000.00
		Sewer Lateral 4"	15	Each	\$1,300.00	\$19,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$19,500.00
		Sewer Pipe 8" SDR35	811	LF	\$99.15	\$80,700.65		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$80,700.65
		Sewer Manhole, Cast in Place, 60" DIA	1	Each	\$9,600.00	\$9,600.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$9,600.00
		Sewer Manhole, Precast, 60" DIA	5	Each	\$12,600.00	\$63,300.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$63,300.00
		Collets for Manholes	6	Each	\$600.00	\$3,600.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$3,600.00
		Sewer Testing	1	Each	\$1,000.00	\$1,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$1,000.00
		<b>CURB &amp; WATER</b>																	
		Street Curb	1	Each	\$6,000.00	\$6,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$6,000.00
		Connection, Existing Sub	1	Each	\$960.00	\$960.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$960.00
		8" C900 PVC Pipe	883	LF	\$55.00	\$48,565.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$48,565.00
		8" Gate Valve	4	Each	\$4,000.00	\$16,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$16,000.00
		8" Loop Under Storm Drain	1	Each	\$8,000.00	\$8,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$8,000.00
		8" Tee	2	Each	\$1,850.00	\$3,700.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$3,700.00
		8" Bend	2	Each	\$975.00	\$1,950.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$1,950.00
		8" Blow Off	1	Each	\$2,080.00	\$2,080.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$2,080.00
		Fire Hydrant	3	Each	\$6,880.00	\$20,640.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$20,640.00
		1" Curbway Water Service	15	Each	\$2,500.00	\$37,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$37,500.00
		Raise & Color	14	Each	\$400.00	\$5,600.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$5,600.00
		Testing for Defining Water	1	Each	\$1,000.00	\$1,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$1,000.00
		<b>MECHANICAL INSTALLATION</b>																	
		Connect to existing with reducer	1	Each	\$1,200.00	\$1,200.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$1,200.00
		8" PVC C-900	885	Each	\$55.00	\$48,565.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$48,565.00
		10" Valves on Existing	2	Each	\$4,000.00	\$8,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$8,000.00
		8" Valves	6	Each	\$2,300.00	\$13,800.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$13,800.00
		8" Loop Storm Drain	1	Each	\$8,000.00	\$8,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$8,000.00
		10 1/2" Tee	1	Each	\$1,440.00	\$1,440.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$1,440.00
		8" Tee	2	Each	\$1,200.00	\$2,400.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$2,400.00
		8" Bend	2	Each	\$975.00	\$1,950.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$1,950.00
		8" Blow Off	1	Each	\$2,080.00	\$2,080.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$2,080.00
		1" Service	15	Each	\$4,282.50	\$64,237.50		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$64,237.50
		Raise & Color	7	Each	\$400.00	\$2,800.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$2,800.00
		Testing	1	Each	\$1,000.00	\$1,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$1,000.00
		<b>STRAETS</b>																	
		Paving Prep, Asphalt 6" Road Base	32,000	SF	\$2.84	\$90,880.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$90,880.00
		Asphalt Fining 2"	1962	LF	\$40.28	\$79,029.36		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$79,029.36
		Curb and Gutter (Curb Wall per DT05)	2	Each	\$40,000.00	\$80,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$80,000.00
		2" Sidewalk	1962	LF	\$20.61	\$40,438.82		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$40,438.82
		Curb Top Ins	4	Each	\$200.00	\$800.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$800.00
		Truncated Dome pads	6	Each	\$350.00	\$2,100.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$2,100.00
		ADA ramps	6	Each	\$434.11	\$2,604.66		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$2,604.66
		<b>STREET SIGNAGE</b>																	
		18" RCP Pipe	616	LF	\$74.21	\$45,713.36		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$45,713.36
		Curb Lift	3	Each	\$2,880.00	\$8,640.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$8,640.00
		Double Curb Inlet Catch Basin	4	Each	\$4,800.00	\$19,200.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$19,200.00
		Connect C/S	2	Each	\$20,000.00	\$40,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$40,000.00
		Manhole Rump 72"	2	Each	\$7,200.00	\$14,400.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$14,400.00
		Manholes	4	Each	\$5,600.00	\$22,400.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$22,400.00
		18" RCP	96.45	LF	\$54.20	\$5,227.59		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$5,227.59
		<b>CONSTRUCTION MANAGEMENT MISC.</b>																	
		As Built Mgmt & Docs	1	Each	\$900.00	\$900.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$900.00
		Construction Staking	1	Each	\$6,000.00	\$6,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$6,000.00
		Testing, Cleaning, Inspections	1	Each	\$7,760.00	\$7,760.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$7,760.00
		Street Sign	3	Each	\$750.00	\$2,250.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$2,250.00
		Traffic Sign	3	Each	\$600.00	\$1,800.00		\$0.00		\$0									



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

Department Planning Director Approval Patrick O'Brien

**AGENDA ITEM** Review of a Bond for EL GUERO ENVIOS LLC a Check Cashing Facility located at 222 E Main St in the CC-2 Central Commercial Zone.

**SUMMARY RECOMMENDATION**

Staff recommends acceptance of the Commercial Business License Bond, subject to compliance with Section 17.4.401 (CC-1 Central Commercial Zone), Section 17.6.114 (Check Cashing and Other Similar Businesses), and Chapter 5.30 (Check Cashing and Other Similar Businesses) of the American Fork Municipal Code.

**BACKGROUND**

A Commercial Business License application has been submitted for EL GUERO ENVIOS LLC, a check cashing business. In accordance with Section 5.04.100(B) of the American Fork Municipal Code, check cashing facilities are required to post a bond in the amount of \$2,000.

**SUGGESTED MOTION**

I motion to accept the Commercial Business License Bond.

**SUPPORTING DOCUMENTS**



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

Department Public Works Director Approval Sam Kelly

**AGENDA ITEM** Review and action on approval of the authorization to release the Improvements Durability Retainer of \$7,188.20 for American Fork Tower, located at 802 East 1050 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 \$7,188.20 for American Fork Tower. 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**

American Fork Tower warranty bond release for City Council 3-24-26 (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 AMERICAN FORK TOWER 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: \$7,188.20

PASSED THIS 24 DAY OF MARCH 2026

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

ATTEST:

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

Attachment: American Fork Tower warranty bond release for City Council 3-24-26 (Durability Release)



# BOND RELEASE REQUEST

Development Name: American Fork Tower

Development Address: 802 East 1050 South, American Fork UT

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

Partial Improvement Assurance Release

Final Improvement Assurance Release

Improvement Warranty Release (10% Durability Release)

Inspector Use Only Complete?

Description of Item	Quantity	Units	Unit Price	Total	Inspector Use Only Complete? Yes/No
American Fork Tower				\$7,188.20	
<b>Total</b>				<b>\$7,188.20</b>	

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

Please send check/bank letter to:

Name: Woodbury Corporation

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

Address: 2733 East Parleys Way, Suite 300

City: Salt Lake City    State: UT    Zip: 84109

Phone: \_\_\_\_\_    Email: \_\_\_\_\_

Signature: *Jason Weidlich*    Date: 2/24/26

City Official Use Only	
<input checked="" type="checkbox"/> Sewer inspection completed	
Administrative Signature: <u><i>Dori Fought</i></u>	Date: <u>3-5-26</u>
Inspector Signature: <u><i>[Signature]</i></u>	Date: <u>3-5-2026</u>

Attachment: American Fork Tower warranty bond release for City Council 3-24-26 (Durability Release)





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

Department Planning Director Approval Patrick O'Brien

**AGENDA ITEM** Review and action on a resolution approving an application for a Land Use Map Amendment, known as Jasper Lot Land Use Map Amendment, located at 570 E Main Street, American Fork City. The Land Use Map Amendment is for 0.26 acres in the Residential High Density Land Use Designation and is proposed to change to the General Commercial Land Use Designation.

**SUMMARY RECOMMENDATION** Planning Commission recommended approval on the February 18, 2026, Planning Commission Meeting.

**BACKGROUND** The applicant has applied for a Land Use Map Amendment to go from the Residential High Density Land Use Designation to the General Commercial Land Use Designation. The project looks to allow the potential for commercial operations with a future zone change; this is done with the intention of a plumbing business on the property.

**BUDGET IMPACT** N/A

**SUGGESTED MOTION** I move to adopt the resolution for the proposed Land Use Map Amendment, located at 570 E Main, from the Residential High Density Land Use Designation to the General Commercial Land Use Designation.

I move to deny the proposed Land Use Map Amendment, located at 570 E Main from the Residential High Density Land Use Designation to the General Commercial Land Use Designation.

I move to table action for the proposed Land Use Map Amendment, located at 570 E Main, from the Residential High Density Land Use Designation to the General Commercial Land Use Designation, and instruct staff/developer to.....


### **SUPPORTING DOCUMENTS**

1. COMMENTS (2026.01.21) 4-Compatibility Statement Jasper Lot 20251115v1 (PDF)
  2. COMMENTS (2026.01.21) 7-Land Use Jasper Lot 20251115v1 (PDF)
  3. COMMENTS (2026.01.21) 8-Zoning Jasper Lot 20251115v1 (PDF)
  4. COMMENTS (2026.01.21) 5-Vicinity Map Jasper Lot 20251115v1 (PDF)
  5. COMMENTS (2026.01.21) 6-Existing Conditions Map (PDF)
  6. COMMENTS (2026.01.21) 3-Property Description Lot 20251115v1 (PDF)
- Jasper Lot Land Use Map Amendment - Staff Report (PDF)  
Jasper Lot Land Use Map Amendment Resolution (PDF)  
2.18.2026 UNAPPROVED PC Meeting Minutes (PDF)

## 570 East Main – Compatibility Statement

No comments

**Next Step:**  
Proceed to Planning Commission  
2/18/2026

 American Fork City Development Review Committee
Planning and Zoning Reviewed copperman 01/22/2026
Engineering Division Reviewed burkhill 01/20/2026

5.2.a

No comments

The property located at 570 East Main Street has an existing commercial use to the east side of the property and an existing zoning designation to the west of the property of GC-1. The property owner would like to use the existing structure for an office for a small business associated with their plumbing business. We are requesting the City look at options to expand the GC-1 Zoning that is to the south and to the west to cover this one lot. With an existing commercial use operating to the east, and surrounded by commercial zoning on the other sides, we feel this request is appropriate for the area.

The anticipation is for a small service oriented business associated with the plumbing industry to be located here. Since it is service oriented, the few employees will most often be on service calls and is not a location where customers will be coming.

There is a garage located in the back of the lot that will accommodate any needed storage of material and a large concrete area to allow for the needed parking.

We would request that the City recommend a direction and solution for the ability to operate a simple business from this location which has similar uses around this area. Please direct us with the most appropriate solution in this matter.

Attachment: 1. COMMENTS (2026.01.21) 4-Compatibility Statement Jasper Lot 20251115v1 (Jasper Lot LUMA)

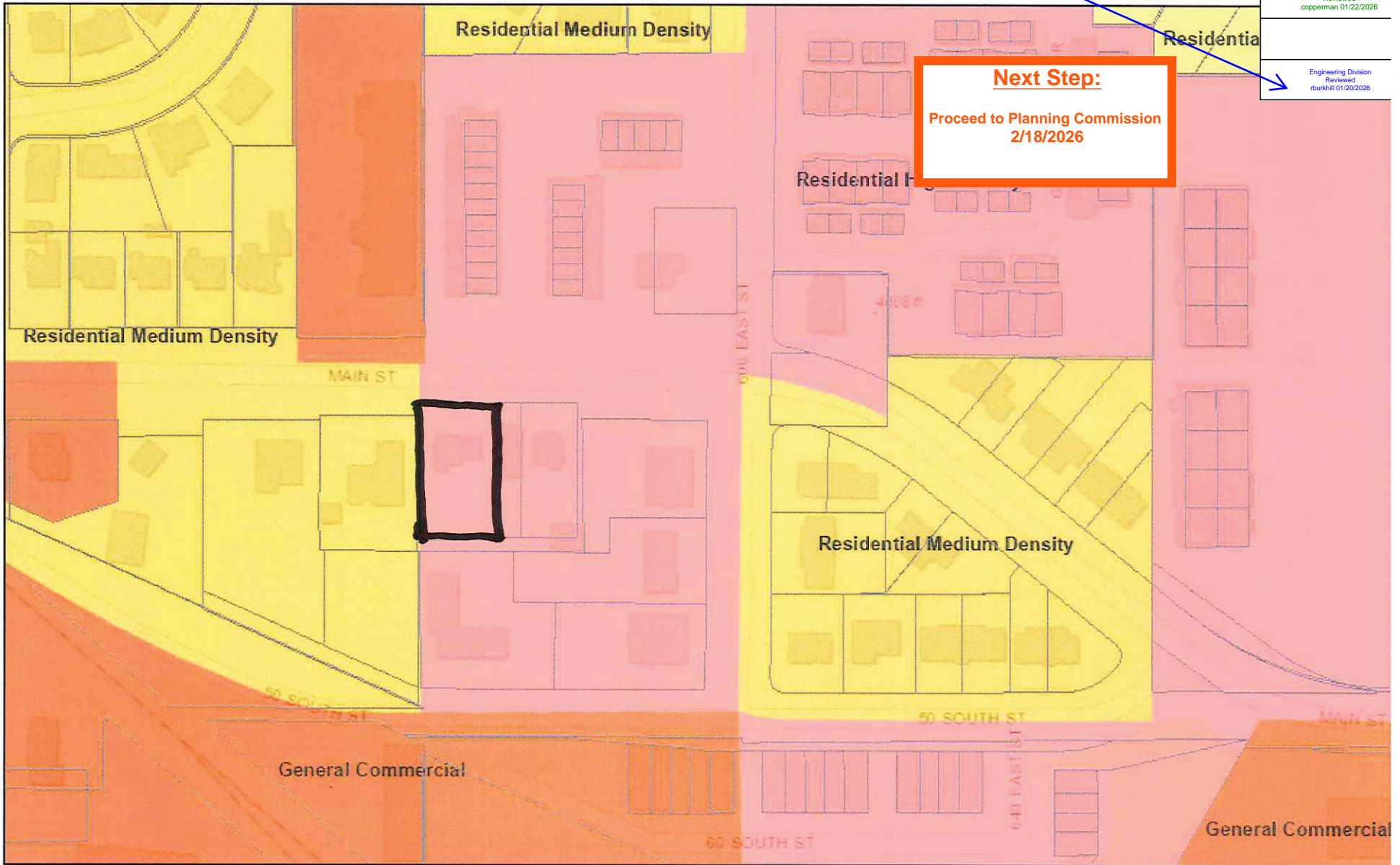
# Land Use Map

No comments

5.2.b

No comments

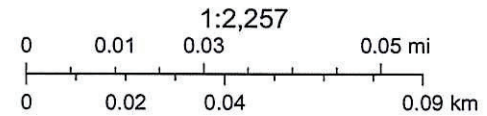
AMERICAN FORK  
De  
Planning and Zoning  
Reviewed  
copperman 01/22/2026  
Engineering Division  
Reviewed  
burkhill 01/20/2026



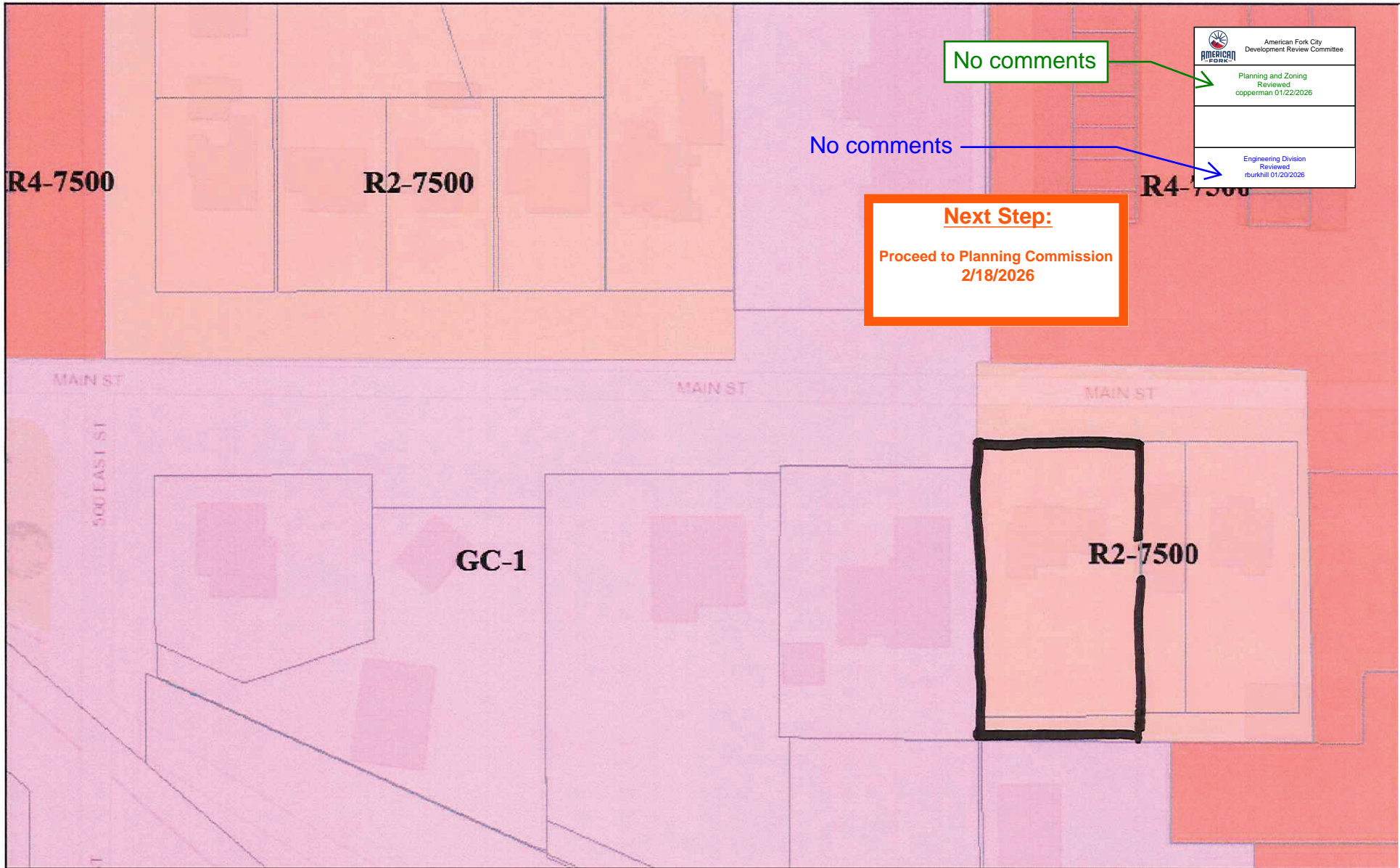
**Next Step:**  
Proceed to Planning Commission  
2/18/2026

Attachment: 2. COMMENTS (2026.01.21) 7-Land Use Jasper Lot 20251115v1 (Jasper Lot LUMA)

October 6, 2025



American Fork GIS Division, City of American Fork, County of Utah, Bureau of Land Management, Utah AGRC, Esri, HERE, Garmin, INCREMENT P,



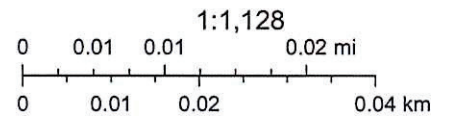
No comments

No comments

<p>American Fork City Development Review Committee</p>
<p>Planning and Zoning Reviewed copperman 01/22/2026</p>
<p>Engineering Division Reviewed rbrukhill 01/20/2026</p>

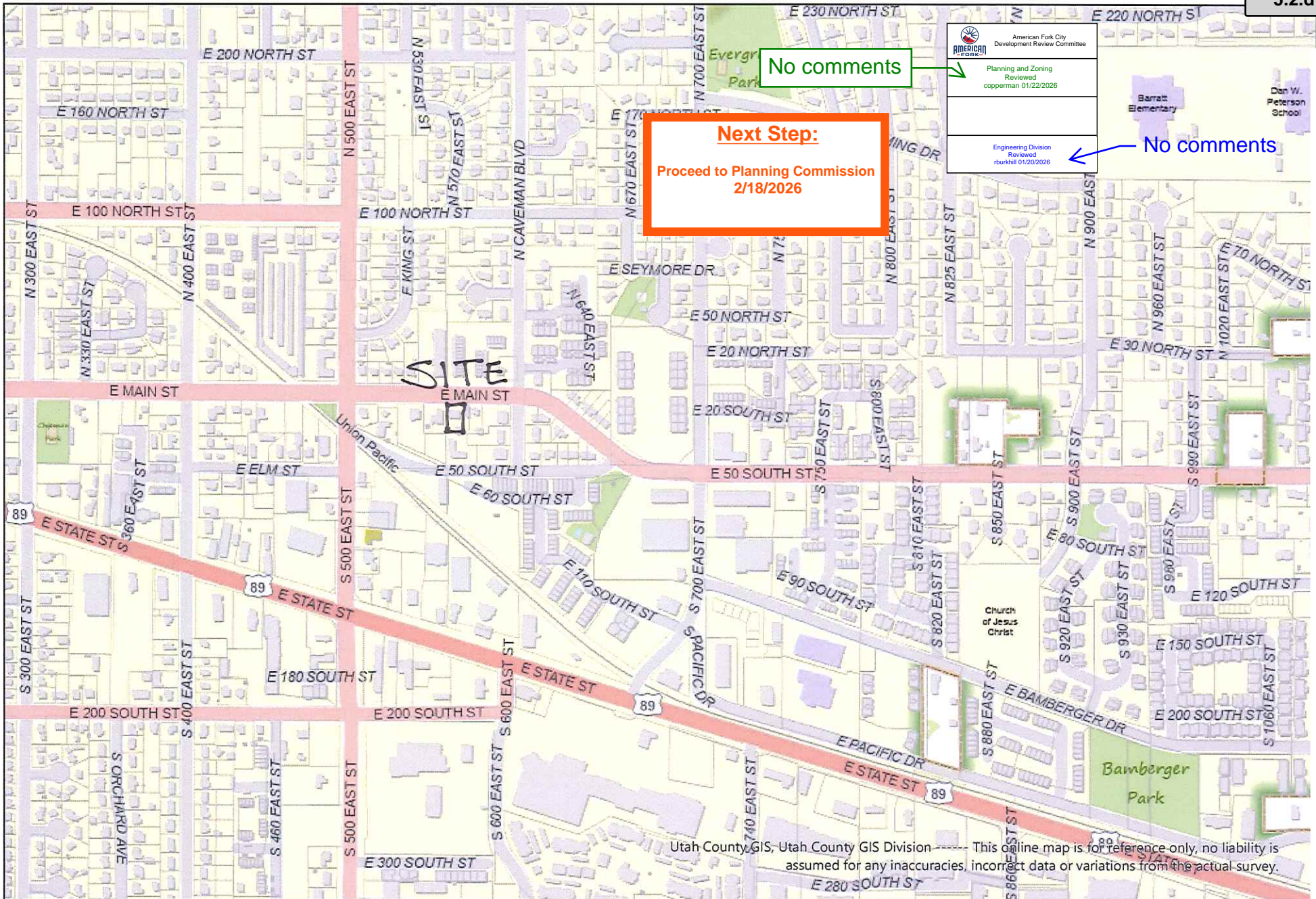
**Next Step:**  
 Proceed to Planning Commission  
 2/18/2026

October 6, 2025



American Fork GIS Division, City of American Fork, County of Utah, Bureau of Land Management, Utah AGRC, Esri, HERE, Garmin, INCREMENT P,

Attachment: 3. COMMENTS (2026.01.21) 8-Zoning Jasper Lot 20251115v1 (Jasper Lot LUMA)



Utah County Parcel Map  
 Parcel Map *Vicinity MAP*

1 inch equals 752.3 feet

Date: 1/13/2026

This cadastral map is generated from Utah County Recorder data. It is for reference only and no liability is assumed for any inaccuracies, incorrect data or variations with an actual survey.



Attachment: 4. COMMENTS (2026.01.21) 5-Vicinity Map Jasper Lot 20251115v1 (Jasper Lot LUMA)

AMERICAN FORK  
American Fork City  
Development Review Committee

Planning and Zoning  
Reviewed  
copperman 01/22/2026

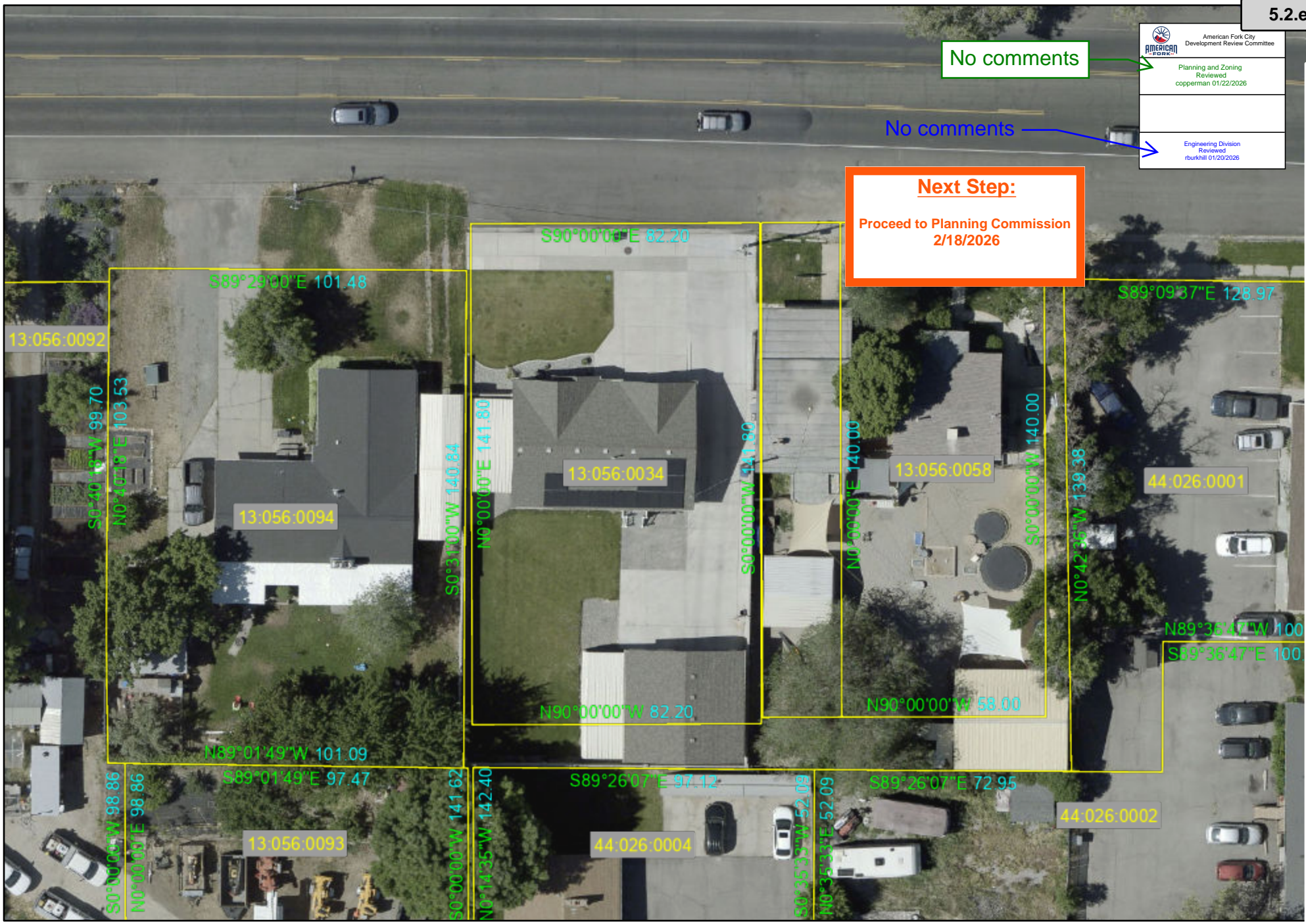
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Engineering Division  
Reviewed  
rburkhill 01/20/2026

No comments

No comments

**Next Step:**  
Proceed to Planning Commission  
2/18/2026



Attachment: 5. COMMENTS (2026.01.21) 6-Existing Conditions Map (Jasper Lot LUMA)

# Utah County Parcel Map

Parcel Map

1 inch equals 47 feet

Date: 1/13/2026

This cadastral map is generated from Utah County Recorder data. It is for reference only and no liability is assumed for any inaccuracies, incorrect data or variations with an actual survey.

**Next Step:**  
Proceed to Planning Commission  
2/18/2026

No comments

No comments

 American Fork City Development Review Committee
Planning and Zoning Reviewed copperman 01/22/2026
Engineering Division Reviewed rburkhill 01/23/2026

5.2.f

570 East Main – Property Description

COMMENCING 18.45 CHAINS EAST OF THE NORTHEAST CORNER OF BLOCK 14, PLAT "A", AMERICAN FORK CITY SURVEY; THENCE EAST 82.20 FEET; THENCE SOUTH 141.80 FEET; THENCE WEST 82.20 FEET; THENCE NORTH 141.80 FEET TO THE POINT OF BEGINNING.

Attachment: 6. COMMENTS (2026.01.21) 3-Property Description Lot 20251115v1 (Jasper Lot LUMA)



**Planning Commission Staff Report**  
**Meeting Date: February 18, 2026**

**Agenda Topic**

Public hearing, review, and recommendation on an application for a Land Use Map Amendment, known as Jasper Lot Land Use Map Amendment, located at 570 E Main Street, American Fork City. The Land Use Map Amendment is for 0.26 acres in the Residential High Density Land Use Designation and is proposed to change to the General Commercial Land Use Designation.

<b>BACKGROUND INFORMATION</b>		
Location:	570 E Main	
Parcel ID:	13:056:0034	
Project Type:	Land Use Map Amendment	
Applicants:	Terry Jasper	
Existing Land Use:	Residential Medium Density	
Proposed Land Use:	General Commercial	
Surrounding Land Use:	North	Residential High Density
	South	Residential High Density
	East	Residential High Density
	West	Residential Medium Density
Existing Zoning:	R-2-7500	
Proposed Zoning:	GC-1	
Surrounding Zoning:	North	R4-7500
	South	GC-1
	East	R2-7500 and R4-7500
	West	GC-1

**Background**

The applicant has applied for a Land Use Map Amendment. The project looks to allow the potential for commercial operations with a future zone change; this is done with the intention of a plumbing business on the property.



### **Chapter 17.11 Amendments**

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

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

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

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

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

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

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



3. Mailed to each affected entity.

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

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

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

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

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

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

### **Findings of Fact**

1. The Land Use Map Amendment, meets the requirements of Section 17.11



Planning Commission Staff Report  
Meeting Date: February 18, 2026

**Project Map**



Attachment: Jasper Lot Land Use Map Amendment - Staff Report (Jasper Lot LUMA)

**Potential Motions – Land Use Map Amendment**

**Approval**



**Planning Commission Staff Report**  
**Meeting Date: February 18, 2026**

---

I move to recommend approval for the proposed Land Use Map Amendment, located at 570 E Main, American Fork City, from the Residential High Density Land Use Designation to the General Commercial Land Use Designation.

**Denial**

I move to recommend denial for the proposed Land Use Map Amendment, located at 570 E Main, American Fork City, from the Residential High Density Land Use Designation to the General Commercial Land Use Designation.

**Table**

I move to table action for the proposed Land Use Map Amendment, located at 570 E Main, American Fork City, from the Residential High Density Land Use Designation to the General Commercial Land Use Designation, and instruct staff/developer to.....

**RESOLUTION NO.** \_\_\_\_\_**A RESOLUTION APPROVING A LAND USE MAP AMENDMENT LOCATED IN THE VICINITY OF 570 E MAIN FROM THE RESIDENTIAL HIGH DENSITY LAND USE DESIGNATION TO THE GENERAL COMMERCIAL LAND USE DESIGNATION.**

**WHEREAS**, Section 10-20-401, Utah Code Annotated, 1953, as amended, requires each municipality in the State of Utah to prepare and adopt a comprehensive, long range general plan for: (1) present and future needs of the municipality; and (2) growth and development of the land within the municipality; and

**WHEREAS**, Section 10-20-403, Utah Code Annotated, 1953, as amended, recommends and describes the general content of each of the major elements typically included within a general plan including, but not limited to, a Land Use Element that designates the long-term goals and the proposed extent, general distribution, and location of land for housing, business, industry, agriculture, recreation, education, public buildings and grounds, open space, and other categories of public and private uses of land; and

**WHEREAS**, Section 10-20-403, Utah Code Annotated, 1953, as amended, anticipated that the Land Use Element will, from time to time, be amended and updated to reflect changes in condition or policy within the City; and

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

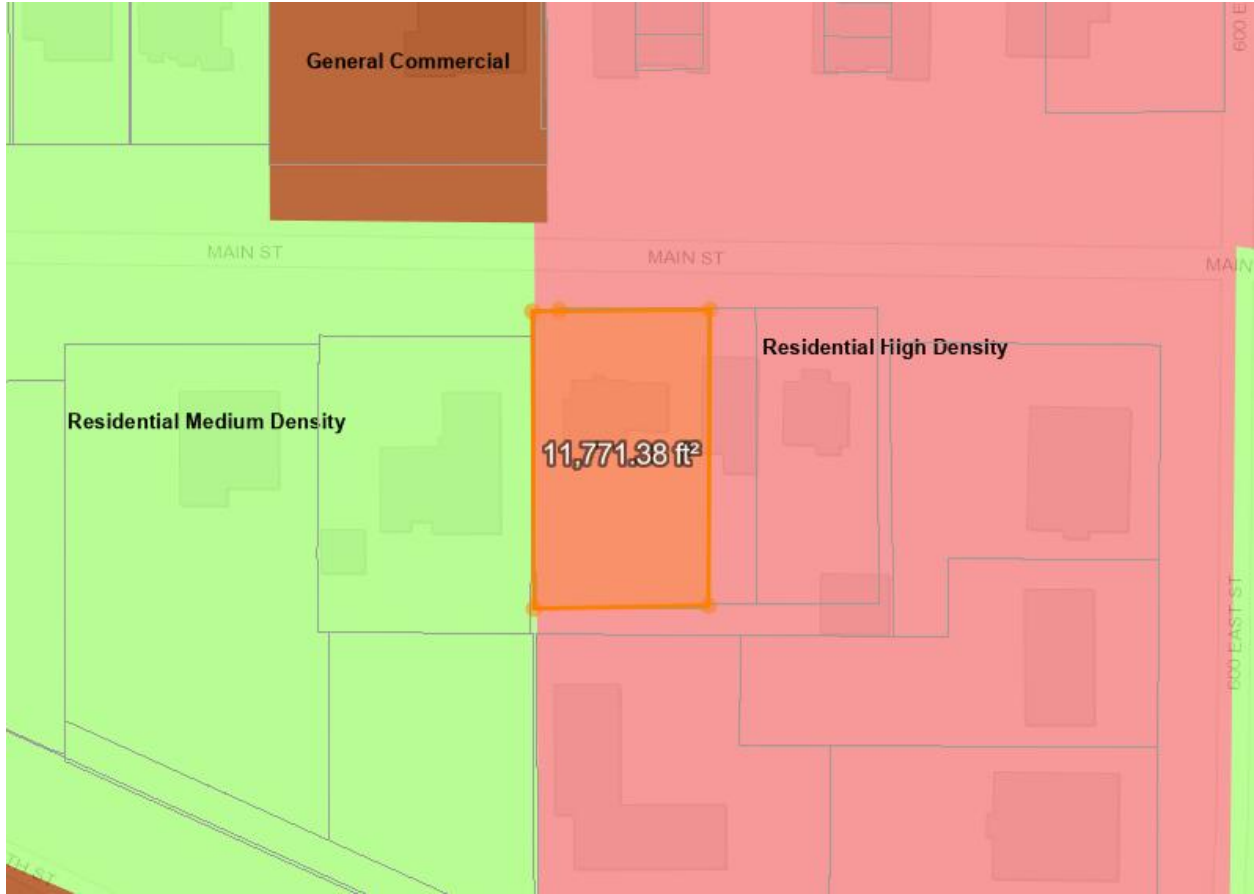
**WHEREAS**, the City Council of American Fork has reviewed the request further, all in accordance with Utah State law.

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

**SECTION 1.** That certain map entitled AMERICAN FORK CITY - LAND USE PLAN is hereby amended to show that the parcels located in the vicinity of 570 E MAIN be amended from the **Residential High Density Land Use Designation to the General Commercial Land Use Designation** as shown in Exhibit A below. Said change in designation is hereby adopted as an amendment to the Land Use Element of the General Plan of American Fork, Utah.

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

Exhibit A



Attachment: Jasper Lot Land Use Map Amendment Resolution (Jasper Lot LUMA)

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

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

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_ 202\_\_.

---

Bradley J. Frost, Mayor

ATTEST:

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Terilyn Lurker, City Recorder

Attachment: Jasper Lot Land Use Map A amendment Resolution (Jasper Lot LUMA)

UNAPPROVED MINUTES  
2.18.2026

**AMERICAN FORK CITY  
PLANNING COMMISSION REGULAR SESSION**

**February 18, 2026**

The American Fork City Planning Commission met in a regular session on February 18th, 2026 at the American Fork City Hall, 31 North Church Street, commencing at 6:30 p.m.

Commissioners Present: Christine Anderson, Claire Oldham, David Bird, Chris Christiansen, Harold Dudley, Rod Martin, Geoff Dupaix

Commissioners Absent: Chris Christiansen

Staff Present:

Cody Opperman	Planner II
Annalisa Reed	Planner I
Kelvin Smith	Assistant City Engineer
Carolyn Lloyd	Administrative Assistant

**Others Present:**

Valerie Searle  
Patrick Ledkins  
Elizabeth Phelon  
Carla Nielsen  
James Olson  
Kip Bromley

**REGULAR SESSION**

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

**Roll Call**

**Public Comments: (20-minute public comment period. Limit of two minutes per speaker)**

**Geoff arrived at 6:33**

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**Open Comments:**

Elizabeth Phelon with ESP Excavation spoke regarding the amount of industrial land within the City. It was noted that American Fork contains approximately 7,142 total acres, of which 73.9 acres are designated as industrial. This represents approximately 1.036% of the City’s total acreage.

The speaker expressed concern that the limited amount of industrial land is already minimal and that any further reduction could negatively impact local businesses and City-related projects. The commenter shared a recent example of supplying materials to contractors working on American Fork projects, emphasizing the importance of maintaining industrial areas to support local economic activity and municipal needs.

The overall concern centered on preserving industrial zoning due to its relatively small footprint within the City and its role in supporting businesses and families in the community.

**Closed Comments**

**COMMON CONSENT AGENDA**

- 1. Minutes of the February 4th, 2026 Planning Commission Regular Session.**

**Geoff Dupaix motioned to approve the Common Consent agenda.**

**David Bird seconded the motion.**

**Voting was as follows:**

<b>Christine Anderson</b>	<b>AYE</b>
<b>Claire Oldham</b>	<b>AYE</b>
<b>David Bird</b>	<b>AYE</b>
<b>Harold Dudley</b>	<b>AYE</b>
<b>Rod Martin</b>	<b>AYE</b>
<b>Geoff Dupaix</b>	<b>AYE</b>

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**The motion passed**

**PUBLIC HEARING**

- a. **Public hearing, review, and recommendation on an application for a Land Use Map Amendment, known as Jasper Lot Land Use Map Amendment, located at 570 E Main Street, American Fork City. The Land Use Map Amendment is for 0.26 acres in the Residential High Density Land Use Designation and is proposed to change to the General Commercial Land Use Designation.**

Cody Opperman presented a request for a Land Use Map Amendment and associated future zone change for the subject property located on the south side of Main Street. The property is currently designated as Residential – High Density on the General Plan and is zoned R-2-7500 (Residential). The applicant is requesting an amendment to change the land use designation from Residential – High Density to General Commercial/Design Commercial to allow for potential commercial operations. Specifically, the applicant has indicated plans to operate a plumbing business on the property if the zone change is approved.

Cody explained that the proposed amendment complies with the procedural requirements outlined in Section 17.11 of the City Code regarding land use amendments. An aerial map and vicinity map were presented, identifying the subject property and surrounding uses. Cody also referenced the applicant’s compatibility statement addressing how the proposed commercial designation would integrate with neighboring properties. Cody concluded the presentation and opened the item for questions from the Commission.

Christine Anderson indicated that the property to the east is also operating as commercial.

## UNAPPROVED MINUTES

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Tony Train addressed the Commission and explained the intent of the request. It was noted that the surrounding area appears to be transitioning toward commercial uses, and the proposed amendment is consistent with that trend. He stated that the applicant currently operates a small plumbing business in Lindon and is seeking a location to accommodate specific operational needs. The subject property was identified as a suitable location for those purposes.

### **Public Hearing Open**

### **Public Hearing Closed**

David Bird asked for clarification regarding the surrounding zoning of the subject property, specifically whether it is entirely surrounded by residential zoning.

Cody Opperman clarified that while portions of the property are adjacent to residential zoning (R-2-7500), there is also General Commercial (GC) zoning located nearby. The property is therefore not exclusively surrounded by residential zoning.

Claire Oldham expressed concern regarding the potential impact of the proposed zone change on adjacent residential properties, particularly those located on the same side of the street with the same residential designation. Claire asked how the change might affect neighboring residents and whether the impact could be significant. She also inquired about the current condition of the property and whether it is presently vacant.

Cody Opperman indicated that the property currently contains an existing single-family residence. The applicant is proposing to convert the residence into a commercial use for a plumbing business. Cody explained that approval of the Land Use Map Amendment and zone change would not automatically permit the commercial operation. If approved, the applicant

## UNAPPROVED MINUTES

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would also be required to submit and receive approval for a commercial site plan. At that time, the property would need to be brought into compliance with all applicable General Commercial (GC-1) zoning and development standards. The applicant does not currently intend to construct significant new development on the site and plans to utilize the existing structures. While future additions may be considered, the current proposal involves primarily adapting the existing improvements.

Tony Train explained that the existing home is well-suited to function as office space, containing a few simple office areas. The property also includes an existing shop structure at the rear of the lot, which would be utilized to support the plumbing business operations. He stated that no additional improvements are proposed at this time and that the intent is to use the existing structures on site. The properties to the west are designated for commercial use under the General Plan, and the property to the east is already operating in a commercial capacity to some extent. Based on the surrounding uses, the proposal is consistent with the area's development pattern, and that anticipated impacts to neighboring properties would be minimal.

David Bird asked whether the garage and rear sheds would primarily be used for storage.

Tony Train confirmed that limited storage would occur in both the attached garage and the existing rear shop structure.

David Bird noted that, if the property is rezoned to commercial, storage and related site elements would need to comply with commercial standards.

Tony Train acknowledged that any necessary adjustments would be made as part of the process.

Christine Anderson asked what the current side setback requirements for GC-1 zoned properties adjacent to residential areas in the event of redevelopment or new construction.

Cody Opperman indicated that Section 17.4.402 of the GC-1 zone allows the land use authority, such as the Planning Commission, to set side setbacks for properties abutting residential zones. While the minimum setback can be as close as the property line (outside of easements), the authority may designate a specific setback of up to 30 feet based on recommendations or preferences.

## UNAPPROVED MINUTES

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Christine Anderson asked what the current front and side setback for R2-7500 properties were.

Cody Opperman answered that for R2-7500 residential lots, the combined side setback is 18 feet, with a minimum of 8 feet on one side and 10 feet on the other.

**Geoff Dupaix motioned to recommend approval for the proposed Land Use Map Amendment, located at 570 E Main, American Fork City, from the Residential High Density Land Use Designation to the General Commercial Land Use Designation.**

**Rod Martin seconded the motion.**

**Voting was as follows:**

<b>Christine Anderson</b>	<b>AYE</b>
<b>Claire Oldham</b>	<b>AYE</b>
<b>David Bird</b>	<b>AYE</b>
<b>Harold Dudley</b>	<b>AYE</b>
<b>Rod Martin</b>	<b>AYE</b>
<b>Geoff Dupaix</b>	<b>AYE</b>

**The motion passed**

## UNAPPROVED MINUTES

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- b. Public hearing, review, and recommendation for the proposed amendment and adoption of Design Standards and Public Improvement Specifications applicable to development within American Fork City. The proposed Design Standards and Public Improvement Specifications establish engineering, infrastructure, and public improvement requirements for development activity within the City. The proposal includes removing existing engineering standards from the Municipal Code and adopting the new Design Standards and Public Improvement Specifications by reference. The proposed standards are intended to align City requirements with applicable Utah APWA Standard Specifications and Plans while establishing uniform City-specific design criteria. The Planning Commission will receive public comment and make a recommendation to the City Council.**

Kelvin Smith explained that the goal is to create a unified engineering standards document for all city development projects. This consolidates multiple sections of code, incorporates an addendum to APWA standard specifications, references key national and state standards, and includes updated standard plans and engineering guidelines, such as intersection design, sight distance, and spacing requirements.

Christine Anderson asked if this is primarily a restructuring of existing design standards from the code or are there any substantive changes we need to be aware of.

Kelvin Smith confirmed that the update is primarily a restructuring of existing standards, moving them from the code into a centralized standards document. The process ensures that all previous code requirements are addressed, either through the APWA standard specifications or additions in the new document.

Geoff Dupaix noted that the Highway Frontage Overlay Zone, including park strips and frontage roads, currently does not have a clear application in the city, as there are no locations with an arterial road directly adjacent to another frontage road.

Kelvin Smith indicated that the standards for the Highway Frontage Overlay Zone are intended for future use and would only apply if proposed by developers, as there are currently no city locations where they would be implemented.

Christine Anderson raised the question regarding the reference documents in the design standards. While the introduction references the 2025 APWA manual, it was suggested that the language be updated to adopt the current edition of the manual, rather than being limited to a specific year, to allow automatic updates without requiring a formal motion.

Kelvin Smith, Christine Anderson and Geoff Dupaix discussed referencing the current edition of the APWA manual in the engineering standards rather than a specific year, noting this could be addressed in a motion. Landscape standards adjacent to streets were also reviewed, with clarification that site distance and plant height requirements are addressed in Section 17.6.104 and in the engineering guidelines for intersections. It was agreed that current and updated editions of reference documents should be cited consistently throughout all standards.

## UNAPPROVED MINUTES

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**Public Hearing Open**

Elizabeth Phelon from ESP Excavation emphasized that the city's design standards and specifications should be easily accessible on the website, as current access is difficult. They noted that while the standards provide important guidance, they should be applied with flexibility to account for site-specific conditions, such as road islands, landscaping, and varying materials, rather than a strict one-size-fits-all approach.

**Public Hearing Closed**

Christine Anderson, Kelvin Smith, Cody Opperman, Geoff Dupaix, and Claire Oldham discussed improving accessibility and searchability of the city's design standards and specifications. It was noted that previously, these documents were difficult to find within the municipal code. Suggestions included creating a dedicated, easily searchable page on the city website, potentially combining planning and engineering documents, and providing clear links or thumbnails for each section (APWA addendum, standard details, and engineering design guidelines) to improve visibility for contractors, residents, and staff. The goal is to allow users to search across all related documents without needing to know which section or department they are under.

**Rod Martin moved to recommend approval for the proposed Design Standards and Public Improvement Specifications relating to removing engineering standards and specifications from American Fork City Municipal Code and advise engineering to change specific dates of published editions to be quoted as current, updated and updated, published editions of the APWA standard specifications, rather than putting a specific year on them.**

**Claire Oldham seconded the motion.**

## UNAPPROVED MINUTES

2.18.2026

<b>Christine Anderson</b>	<b>AYE</b>
<b>Claire Oldham</b>	<b>AYE</b>
<b>David Bird</b>	<b>AYE</b>
<b>Harold Dudley</b>	<b>AYE</b>
<b>Rod Martin</b>	<b>AYE</b>
<b>Geoff Dupaix</b>	<b>AYE</b>

**The motion passed**

Christine Anderson had a follow-up comment regarding future flexibility in applying design standards. It was noted that previous municipal code allowed the City Engineer discretion in certain situations, and consideration should be given to maintaining similar flexibility for site-specific applications.

Kelvin Smith noted that most discretionary provisions were removed from the design standards, but some were retained where site conditions vary. Flexibility remains for commercial site plans or specific applications, allowing these items to be discussed at that point.

**ACTION ITEM**

- a. Review and action on a request for consideration of an additional extension for a previously approved Commercial Site Plan, known as Surg LLC Office Building, located at approximately 1141 E 50 N, American Fork City. The Commercial Site Plan will be on approximately 0.60 acres and will be in the Professional Office (PO-1) Zone.**

Cody Opperman gave background information regarding this project. The Surge LLC office building site plan was previously approved and granted a six-month extension at the September 3, 2025 Planning Commission meeting, with the original approval set to expire on September 26, 2025. The applicant is now requesting an additional extension as the current approval period approaches expiration in March. If the Planning Commission approves the extension, a new building permit application must be submitted and accepted for review before the site plan approval expires. Once the plan review is complete, the permit must be paid for and issued within 180 days, with no further extensions allowed.

## UNAPPROVED MINUTES

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The Planning Commission discussed granting a six-month extension for the Surge LLC office building site plan. Commissioners considered flexibility for unforeseen circumstances, such as family or health challenges, and whether a limit should be placed on extensions. It was noted that the code does not specify a maximum number of extensions and that the Commission has discretion. Potential downsides, such as changes to commercial design standards, were discussed, but no conflicts were identified. The option to designate a “final extension” was considered, but it was suggested to allow flexibility for future circumstances.

**Approval**

**David Bird moved to approve the proposed Commercial Site Plan Extension for Surg LLC Office Building, located at 1141 E 50 N, American Fork City, in the PO-1 zone for a maximum of (6) months.**

**Claire Oldham seconded the motion**

<b>Christine Anderson</b>	<b>AYE</b>
<b>Claire Oldham</b>	<b>AYE</b>
<b>David Bird</b>	<b>AYE</b>
<b>Harold Dudley</b>	<b>AYE</b>
<b>Rod Martin</b>	<b>AYE</b>
<b>Geoff Dupaix</b>	<b>AYE</b>

**The motion passed**

**Other Business**

## UNAPPROVED MINUTES

2.18.2026

The Planning Commission discussed next steps for the development code and general plan updates. Staff indicated that additional public hearings and outreach are planned, incorporating input from previous hearings, Planning Commission, and City Council. Efforts were discussed to improve public noticing and outreach materials, making them more understandable and inviting for residents, including clearer language and QR codes. Commissioners emphasized the importance of clear communication to ensure residents understand draft proposals and opportunities for input. Staff also noted internal and external coordination on zoning maps and future work sessions is ongoing. The meeting concluded with appreciation for city staff efforts and a focus on effective public communication.

**Adjournment**

**Geoff Dupaix motioned to adjourn the meeting.**

**Rod Martin seconded the motion.**

**Voting was as follows:**

<b>Christine Anderson</b>	<b>AYE</b>
<b>Claire Oldham</b>	<b>AYE</b>
<b>David Bird</b>	<b>AYE</b>
<b>Harold Dudley</b>	<b>AYE</b>
<b>Rod Martin</b>	<b>AYE</b>
<b>Geoff Dupaix</b>	<b>AYE</b>

**The motion passed**

Meeting adjourned at 7:29 PM

## UNAPPROVED MINUTES

2.18.2026

The order of agenda items may change to accommodate the needs of the commissioners, public and staff.



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

Department Recorder Director Approval Terilyn Lurker

**AGENDA ITEM** Review and action on a resolution to accept the petition for annexation of the Buckwalter Meadow View Ranch 2 Annexation, consisting of approximately 96.409 acres at 1000 South 100 East.

**RECOMMENDATION**

Staff would recommend approval of the petition for annexation.

**BACKGROUND**

In November, 2025, the Buckwalter Meadow View Ranch 2 petition for annexation was submitted to the city recorder. At the December 9, 2025, city council meeting, the council denied the application of the petition as the proposed annexation would create an unincorporated island of land. It was suggested the applicant work with the property owners within that island for inclusion in the petition. The petition before the city council now includes those parcels and this annexation will not leave an island of unincorporated land.

The report from Development Services has been included.

**BUDGET IMPACT**

N/A

**SUGGESTED MOTION**

ACCEPTANCE OF PETITION

Move to adopt the resolution accepting the petition for annexation of the Buckwalter Meadow View Ranch 2 Annexation, consisting of approximately 96.409 acres at 1000 South 100 East.

DENIAL OF PETITION

Move to deny the petition for annexation of the Buckwalter Meadow View Ranch 2 Annexation, consisting of approximately 96.409 acres at 1000 South 100 East.

**SUPPORTING DOCUMENTS**

4. Resolution to Accept the Petition for Annexation - Buckwalter Meadow View Ranch 2 (PDF)
- Buckwalter Meadow View Ranch Annexation 2 - Report to Council (PDF)

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

**A RESOLUTION ACCEPTING A PETITION FOR ANNEXATION OF 96.409 ACRES LOCATED AT APPROXIMATELY 1000 SOUTH 100 EAST, KNOWN AS THE BUCKWALTER MEADOW VIEW RANCH 2 ANNEXATION, FROM TYLER HORAN, TYLER BUSWELL, KIMBALL SMITH, JEFFREY BUCKWALTER, BENJAMIN BUCKWALTER, AND STEVEN BUCKWALTER, OWNER OF REAL PROPERTY OF LAND, INTO AMERICAN FORK CITY.**

**WHEREAS**, on February 25, 2026, the owners of certain real property filed a petition with the city recorder requesting that property located at approximately 1000 South 100 East be annexed into the corporate boundaries of American Fork City; and

**WHEREAS**, the petitioners indicate that said property proposed for annexation lies contiguous to the present boundaries of American Fork City and the petitioners have caused an accurate plat or map of the real property proposed for annexation to be prepared by a licensed surveyor and have filed said plat or map with the city recorder; and

**WHEREAS**, the area proposed for annexation is within the proposed annexing municipality's Annexation Policy Declaration Expansion Area; and

**WHEREAS**, said petition contains the signature of the owner(s) of private real property that: 1) is located within the area proposed for annexation; 2) covers a majority of the private land area within the area proposed for annexation, covers 100% of all the rural real property within the area proposed for annexation, and covers 100% of all of the private land area within the area proposed for annexation or a migratory bird production area; and 3) is equal in value to at least 1/3 of the value of all the private real property within the area proposed for annexation; and

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

**SECTION 1.** American Fork City hereby acknowledges receipt of a written notice from the owners of real property requesting that their respective property be annexed into American Fork City in accordance with the terms of the State law relating to annexations (Utah State Code § 10-2-806). A copy of the request signed by the owners of the parcel requesting the annexation is set forth on Exhibit A.

Further, a map showing the location of the parcels included within the proposed annexation area and the boundary description of the proposed annexation area is set forth on Exhibit B, which exhibits are attached hereto and by this reference made part of this Resolution.

**SECTION 2.** The American Fork City Council hereby accepts for further consideration the petition to annex 96.409 acres of real property known as the Buckwalter Meadow View Ranch 2 Annexation as set forth on Exhibit B under the provisions of Utah State Code and hereby refers the petition to the city recorder for review pursuant to Utah State Code § 10-2-807(1)(a)(B).

**ADOPTED AND PASSED BY THE AMERICAN FORK CITY COUNCIL** this 24th day of March 2026.

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Bradley J. Frost, Mayor

ATTEST:

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Terilyn Lurker, City Recorder



# EXHIBIT "A"

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

5.3.a

## Petition for Annexation

**Petition Title:** Buckwalter Meadow View Ranch 2 Annexation

**Property Location:** 7058 North 5750 West, American Fork, Utah 84003      **Acreage:** 96.409

Property Owner Names:	Property Address:	Parcel ID#:
See Exhibit A		

(Attach Additional Sheets if needed)

**Sponsor Name:** Tyler Horan      **Phone:** 801-330-2140

**Address:** 42 East 1100 South, Suite 1A, American Fork, Utah 84003

**Email Address:** tyler@whitehorseland.com

### Include with Petition:

- Petition for Annexation and signature page
- Accurate and recordable mylar map
  - Electronic copy of map emailed to [tlurker@americanfork.gov](mailto:tlurker@americanfork.gov) and [mwhite@americanfork.gov](mailto:mwhite@americanfork.gov)
  - One 24" x 36" map stamped by a licensed surveyor
- Copy of the Notice of Intent to File an Annexation Petition sent to affected entities, including the date notices were sent and a list of the affected entities notices were sent.
- On the date of filing with the city recorder, deliver copy of petition to Utah County Clerk

The personal data collected on this form is classified as a public record and may be made available to the public as provided by Utah Code §63G-2-201.

Attachment: 4. Resolution to Accept the Petition for Annexation - Buckwalter Meadow View Ranch 2 (Buckwalter Meadow Ranch View 2



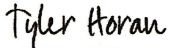
American Fork City  
Recorder's Office  
51 E. Main Street  
American Fork, UT 84003  
801-763-3000

## Petition for Annexation Signature Page

Notice:

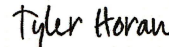
- There will be no public election on the annexation proposed by this petition because Utah law does not provide for an annexation to be approved by voters at a public election.
- If you sign this petition and later decide that you do not support the petition, you may withdraw your signature by submitting a signed, written withdrawal with the recorder of American Fork City. If you choose to withdraw your signature, you shall do so no later than 30 days after American Fork City receives notice that the petition has been certified.

We, the undersigned owners of private real property, hereby petition the area shown on the attached accurate and recordable map prepared by a licensed surveyor to be annexed into American Fork City. Each of the undersigned affirms that (a) each has personally signed this petition, (b) each is an owner of real property that is located within the area, and (c) each desire to be annexed into American Fork City. The petitioners hereby request this petition be considered by the American Fork City Council and that a resolution be adopted as required by law accepting this petition for further consideration.

<small>Signed by:</small>		
	Tyler Horan	13:066:0052
<small>2C3BCD178C70486...</small> Signature	Printed Name	Parcel ID


Address

Telephone Number	Email Address
------------------	---------------

<small>Signed by:</small>		
	Tyler Horan	13:066:0053
<small>2C3BCD178C70486...</small> Signature	Printed Name	Parcel ID

Address

Telephone Number	Email Address
------------------	---------------

	Tyler L. Buswell	13:061:0101 13:061:0109
Signature	Printed Name	Parcel ID

Address

Telephone Number	Email Address
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(Attach additional Sheets as needed)

Attachment: 4. Resolution to Accept the Petition for Annexation - Buckwalter Meadow View Ranch 2 (Buckwalter Meadow View Ranch 2



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

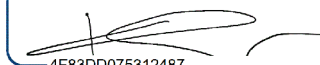
5.3.a

## Petition for Annexation Signature Page

Notice:

- There will be no public election on the annexation proposed by this petition because Utah law does not provide for an annexation to be approved by voters at a public election.
- If you sign this petition and later decide that you do not support the petition, you may withdraw your signature by submitting a signed, written withdrawal with the recorder of American Fork City. If you choose to withdraw your signature, you shall do so no later than 30 days after American Fork City receives notice that the petition has been certified.

We, the undersigned owners of private real property, hereby petition the area shown on the attached accurate and recordable map prepared by a licensed surveyor to be annexed into American Fork City. Each of the undersigned affirms that (a) each has personally signed this petition, (b) each is an owner of real property that is located within the area, and (c) each desire to be annexed into American Fork City. The petitioners hereby request this petition be considered by the American Fork City Council and that a resolution be adopted as required by law accepting this petition for further consideration.

<p>DocuSigned by:  4F83DD075312487... Signature</p>	<p>_____ Kimble Smith _____ Printed Name</p>	<p>_____ 13:061:0091 _____ Parcel ID</p>
<p>_____ Address _____</p>		
<p>_____ Telephone Number _____</p>	<p>_____ Email Address _____</p>	
<p>_____ Signature _____</p>	<p>_____ Printed Name _____</p>	<p>_____ Parcel ID _____</p>
<p>_____ Address _____</p>		
<p>_____ Telephone Number _____</p>	<p>_____ Email Address _____</p>	
<p>_____ Signature _____</p>	<p>_____ Printed Name _____</p>	<p>_____ Parcel ID _____</p>
<p>_____ Address _____</p>		
<p>_____ Telephone Number _____</p>	<p>_____ Email Address _____</p>	

(Attach additional Sheets as needed)

Attachment: 4. Resolution to Accept the Petition for Annexation - Buckwalter Meadow View Ranch 2 (Buckwalter Meadow Ranch View 2



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

5.3.a

## Petition for Annexation Signature Page

Notice:

- There will be no public election on the annexation proposed by this petition because Utah law does not provide for an annexation to be approved by voters at a public election.
- If you sign this petition and later decide that you do not support the petition, you may withdraw your signature by submitting a signed, written withdrawal with the recorder of American Fork City. If you choose to withdraw your signature, you shall do so no later than 30 days after American Fork City receives notice that the petition has been certified.

We, the undersigned owners of private real property, hereby petition the area shown on the attached accurate and recordable map prepared by a licensed surveyor to be annexed into American Fork City. Each of the undersigned affirms that (a) each has personally signed this petition, (b) each is an owner of real property that is located within the area, and (c) each desire to be annexed into American Fork City. The petitioners hereby request this petition be considered by the American Fork City Council and that a resolution be adopted as required by law accepting this petition for further consideration.

<small>Signed by:</small> <i>Jeffrey J. Buckwalter</i> <small>ABF050D319E9416...</small> Signature	<small>Signed by:</small> <i>Benjamin J. Buckwalter</i> <small>0AB02252FD3D4F9...</small>	Jeffrey J. Buckwalter and Benjamin J. Buckwalter Printed Name	13:066:0021 Parcel ID
---	---	---	--------------------------

Address

Telephone Number                      Email Address

Signature	Steven J. Buckwalter Printed Name	13:066:0054 Parcel ID
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Address

Telephone Number                      Email Address

Signature	Printed Name	Parcel ID
-----------	--------------	-----------

Address

Telephone Number                      Email Address

(Attach additional Sheets as needed)

Attachment: 4. Resolution to Accept the Petition for Annexation - Buckwalter Meadow View Ranch 2 (Buckwalter Meadow Ranch View 2



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

5.3.a

## Petition for Annexation Signature Page

Notice:

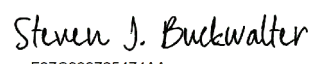
- There will be no public election on the annexation proposed by this petition because Utah law does not provide for an annexation to be approved by voters at a public election.
- If you sign this petition and later decide that you do not support the petition, you may withdraw your signature by submitting a signed, written withdrawal with the recorder of American Fork City. If you choose to withdraw your signature, you shall do so no later than 30 days after American Fork City receives notice that the petition has been certified.

We, the undersigned owners of private real property, hereby petition the area shown on the attached accurate and recordable map prepared by a licensed surveyor to be annexed into American Fork City. Each of the undersigned affirms that (a) each has personally signed this petition, (b) each is an owner of real property that is located within the area, and (c) each desire to be annexed into American Fork City. The petitioners hereby request this petition be considered by the American Fork City Council and that a resolution be adopted as required by law accepting this petition for further consideration.

_____	Jeffrey J. Buckwalter and Benjamin J. Buckwalter	13:066:0021
Signature	Printed Name	Parcel ID

Address \_\_\_\_\_

_____	_____
Telephone Number	Email Address

Signed by:		
	Steven J. Buckwalter	13:066:0054
F97C939725474AA... Signature	Printed Name	Parcel ID

Address \_\_\_\_\_

_____	_____
Telephone Number	Email Address

_____	_____	_____
Signature	Printed Name	Parcel ID

Address \_\_\_\_\_

_____	_____
Telephone Number	Email Address

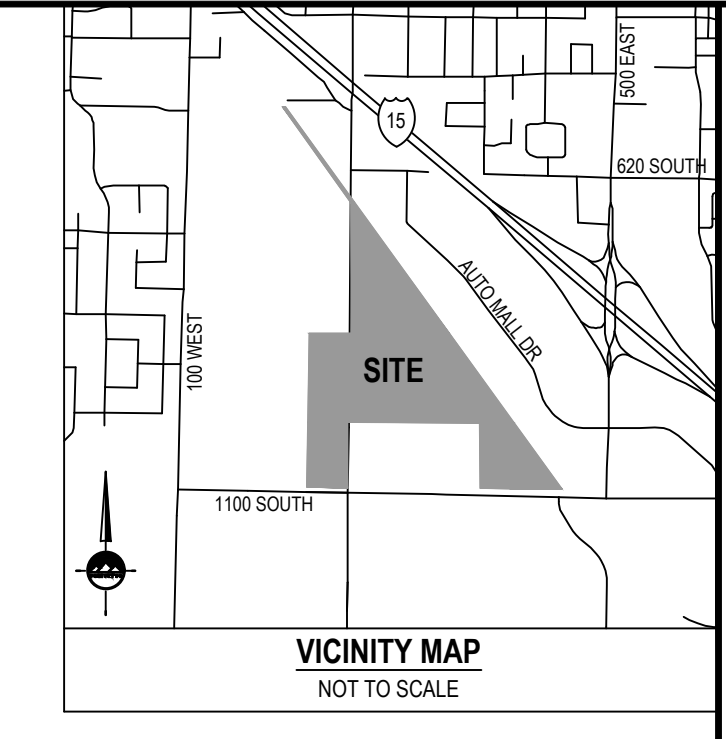
(Attach additional Sheets as needed)

Attachment: 4. Resolution to Accept the Petition for Annexation - Buckwalter Meadow View Ranch 2 (Buckwalter Meadow Ranch View 2

# FINAL LOCAL ENTITY PLAT BUCKWALTER MEADOW VIEW RANCH 2 ANNEXATION INTO AMERICAN FORK CITY

LOCATED WITHIN THE SOUTHEAST QUARTER OF SECTION 23, THE NORTHEAST QUARTER OF SECTION 26,  
AND THE NORTHWEST QUARTER OF SECTION 25  
TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN  
AMERICAN FORK CITY, UTAH COUNTY, UTAH  
DECEMBER 2025

## EXHIBIT "B"



**SURVEYOR'S CERTIFICATE**  
I, **PATRICK M. HARRIS**, a Professional Land Surveyor licensed under Title 58, Chapter 22, Professional Engineers and Land Surveyors Act, holding License No. **28682** do hereby certify that a Final Local Entity Plat, in accordance with Section 17-23-20 of Utah State Code, was made by me, or under my direction, and shown hereon is a true and correct representation of said Final Local Entity Plat.

**SURVEYOR'S NARRATIVE**  
The purpose of this Final Local Entity Plat is to depict those properties within Utah County to be annexed into the AMERICAN FORK CITY. The Basis of Bearing is North 00°05'49" West 2,659.34 feet between the East Quarter Corner and the Northeast Corner of Section 13, Township 5 South, Range 1 East, Salt Lake Base and Meridian, Datum NAD83.

**BOUNDARY DESCRIPTION**  
Beginning at the southeast corner of the Annexation boundary of the 1100 South Street Annexation Plat on file in the Office of the Utah County Recorder, said point also being South 89°39'33" East 448.80 feet from the East Quarter Corner of Section 26, Township 5 South, Range 1 East, Salt Lake Base and Meridian; and running

**LEGEND**

- BOUNDARY LINE
- SECTION LINE
- ADJACENT PROPERTY LINE
- EXISTING CITY BOUNDARY LINE
- SECTION CORNER

ANNEXATION PARCELS	
PARCEL IDENTIFICATION NUMBER	OWNER(S)
13.050.0193	UTAH TRANSIT AUTHORITY
13.050.0202	UTAH TRANSIT AUTHORITY
13.061.0090	UTAH TRANSIT AUTHORITY
13.061.0091	FRANK W BROWN, LLC
13.061.0092	UTAH TRANSIT AUTHORITY
13.061.0100	UTAH TRANSIT AUTHORITY
13.061.0101	CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS
13.061.0109	CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS
13.066.0031	UTAH TRANSIT AUTHORITY
13.066.0033	UTAH TRANSIT AUTHORITY
13.066.0021	JAMES & DIANE BUCKWALTER
13.066.0030	AMERICAN FORK CITY
13.066.0052	M & J PROPERTY HOLDINGS, LLC
13.066.0053	HAWKMOON HOLDINGS, LLC
13.066.0054	STEVEN & LEE ANN BUCKWALTER

thence along the boundary of said 1100 South Street Annexation Plat the following six (6) courses:  
 (1) North 00°00'03" West 669.78 feet;  
 (2) South 89°36'00" West 448.80 feet;  
 (3) South 89°30'24" West 274.73 feet;  
 (4) South 89°30'11" West 654.08 feet;  
 (5) South 620.59 feet;  
 (6) South 89°59'58" East 3.42 feet to the northerly boundary line of the Dan Frandsen Annexation Plat on file in the Office of the Utah County Recorder;  
 thence along the boundary of said Dan Frandsen Annexation Plat the following two (2) courses:  
 (1) South 47.19 feet;  
 (2) West 440.87 feet to the northeast corner of the Pulley II Annexation Plat on file in the Office of the Utah County Recorder;  
 thence along the boundary of said Pulley II Annexation Plat the following two (2) courses:  
 (1) West 388.72 feet;  
 (2) North 00°00'39" West 11.44 feet;  
 thence North 89°59'21" East 0.86 feet;  
 thence North 1,618.69 feet;  
 thence South 89°12'20" East 820.14 feet to the westerly right-of-way line of 5750 West Street;  
 thence North 0°10'47" East 1,388.96 feet along said westerly right-of-way line to the westerly boundary line of the UTA Frontrunner Corridor (formerly known as the Denver & Rio Grande Western Railroad);  
 thence North 36°30'40" West 1,688.36 feet along to the existing city limits line;  
 thence East 112.92 feet along said existing city limits line to the westerly annexation boundary line of the Annexation boundary of Frazier-Glancy Annexation Plat on file in the Office of the Utah County Recorder, said point also being on the northeastern boundary line of the UTA Frontrunner Corridor (formerly known as the Denver & Rio Grande Western Railroad);  
 thence South 36°58'35" East 391.69 feet along said westerly boundary line and said northeasterly UTA Frontrunner Corridor boundary line to the westerly annexation boundary line of the Annexation boundary of Frazier Annexation Plat No. 2 on file in the Office of the Utah County Recorder;  
 thence South 36°58'35" East 1,091.57 feet along said westerly boundary line and said northeasterly UTA Frontrunner Corridor boundary line to the westerly boundary line of the Annexation boundary of the Auto Mall Drive Extension Annexation Plat on file in the Office of the Utah County Recorder;  
 thence South 37°06'50" East 962.38 feet along said southerly annexation boundary line and said northeasterly UTA Frontrunner Corridor boundary line to the westerly boundary line of the Boyde G. Williams Annexation Plat on file in the Office of the Utah County Recorder;  
 thence along the westerly and southerly boundary lines of said Boyde G. Williams Annexation the following three (3) courses:  
 (1) South 00°09'10" West 162.14 feet;  
 (2) South 37°02'16" East 1,797.59 feet;  
 (3) North 88°20'32" East 121.72 feet to the westerly boundary line of the Axley-Way Annexation Plat on file in the Office of the Utah County Recorder;  
 thence South 37°10'59" East 715.83 feet along said westerly boundary line to the westerly boundary line of the Bromley Annexation Plat on file in the Office of the Utah County Recorder;  
 thence South 37°20'07" East (South 37°13' East per record) 288.42 feet to the northerly boundary line of said Beehive Mills Annexation plat on file in the Office of the Utah County Recorder;  
 thence North 89°39'33" West 1,026.84 feet along said northerly boundary line to the point of beginning.

Contains 4,199,568 Square Feet or 96,409 Acres

DATE \_\_\_\_\_ PATRICK M. HARRIS  
P.L.S. 28682

**ACCEPTANCE BY AMERICAN FORK CITY LEGISLATIVE BODY**

WE, THE DULY ELECTED COUNCIL OF THE CITY OF AMERICAN FORK, UTAH, HAVE RECEIVED A REQUEST TO INITIATE PROCEDURES FOR THE ANNEXATION OF THE TRACT OF LAND SHOWN HEREON, WHICH TRACT CONSTITUTES A PORTION OF AN EXISTING ISLAND OR PENINSULA WITHIN OR CONTIGUOUS TO THE CITY, AND DO HEREBY CERTIFY: (1) THE COUNCIL HAS ADOPTED A RESOLUTION SETTING FORTH ITS INTENT TO ANNEX THE TRACT, PROVIDE NOTICE AND CONDUCTED HEARINGS ON THE MATTER, AND ADOPTED AN ORDINANCE PROVIDING FOR THE ANNEXATION OF THE TRACT TO THE CITY; ALL IN ACCORDANCE WITH PROVISION SECTION 10-2-419 UTAH CODE ANNOTATED, AS AMENDED; AND (2) THAT THE COUNCIL DOES HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT OF LAND SHOWN HEREON AS PART OF AMERICAN FORK CITY, TO BE KNOWN HEREAFTER AS THE BUCKWALTER MEADOW VIEW RANCH 2 ANNEXATION.

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_

MAYOR \_\_\_\_\_ COUNCIL MEMBER \_\_\_\_\_

COUNCIL MEMBER \_\_\_\_\_ COUNCIL MEMBER \_\_\_\_\_

COUNCIL MEMBER \_\_\_\_\_ COUNCIL MEMBER \_\_\_\_\_

CITY RECORDER \_\_\_\_\_

**ACCEPTANCE BY UTAH COUNTY SURVEYOR**

THIS PLAT HAS BEEN REVIEWED BY THE UTAH COUNTY SURVEYOR AND IS HEREBY CERTIFIED AS A FINAL LOCAL ENTITY PLAT, PURSUANT TO UTAH CODE ANNOTATED 17-23-20 AMENDED.

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_

COUNTY SURVEYOR \_\_\_\_\_

**FINAL LOCAL ENTITY PLAT  
BUCKWALTER MEADOW VIEW RANCH 2  
ANNEXATION INTO AMERICAN FORK CITY**

LOCATED WITHIN THE SOUTHEAST QUARTER OF SECTION 23, THE NORTHEAST QUARTER OF SECTION 26, AND THE NORTHWEST QUARTER OF SECTION 25  
TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN  
AMERICAN FORK CITY, UTAH COUNTY, UTAH

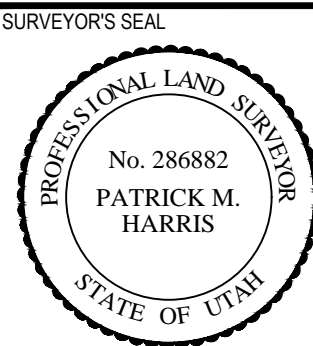
**SHEET 1 OF 1**

PROJECT NUMBER : 13217D  
 MANAGER : PMH  
 DRAWN BY : KFW  
 CHECKED BY : PMH  
 DATE : 12/22/25

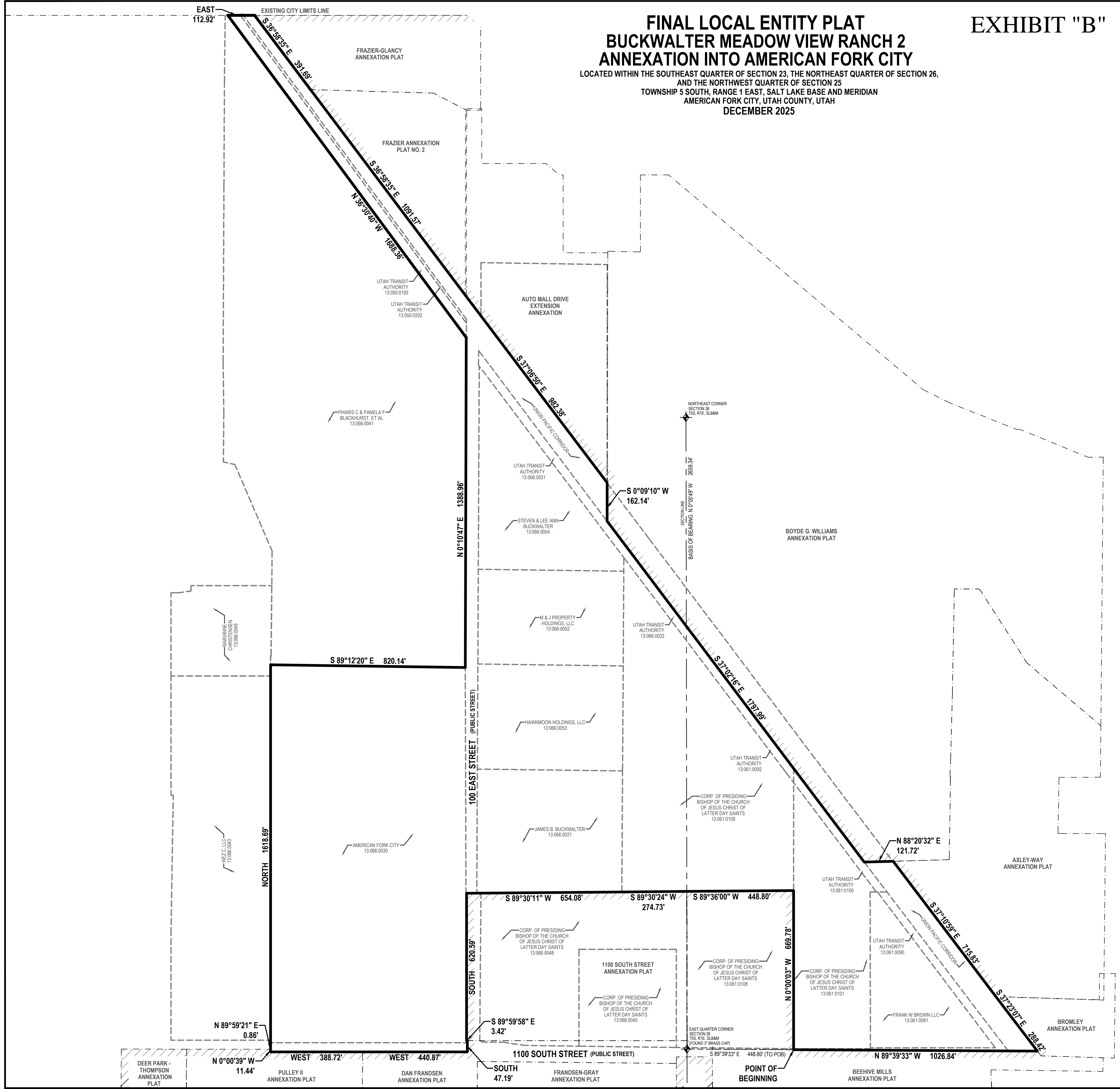


SANDY  
45 W 10000 S, Suite 500  
Sandy, UT 84070  
Phone: 801.255.0529  
WWW.ENSGNENG.COM

LAYTON  
Phone: 801.547.1100  
TOOELE  
Phone: 435.843.3990  
CEDAR CITY  
Phone: 435.865.1453  
RICHFIELD  
Phone: 435.896.2853



SURVEYOR'S SEAL CITY CLERK-RECORDER SEAL COUNTY RECORDER STAMP



Attachment: 4. Resolution to Accept the Petition for Annexation - Buckwater Meadow View Ranch 2 (Buckwater Meadow View 2 Annexation - Acceptance of petition)

**Memo**

**TO:** American Fork City Council

**FROM:** American Fork City Planning & Zoning Division and Engineering Division

**RE:** Staff Report for Buckwalter Meadow View Ranch Annexation (Parcel ID: 13:066:0054; 13:066:0052; 13:066:0053; 13:066:0021, 13:050:0193; 13:050:0202; 13:066:0031; 13:066:0033; 13:061:0109; 13:061:0092; 13:061:0100; 13:061:0090; 13:061:0091; 13:061:0101; 13:066:0030)

Location:		7058 N 5750 W
Parcel ID:		13:066:0054; 13:066:0052; 13:066:0053; 13:066:0021, 13:050:0193; 13:050:0202; 13:066:0031; 13:066:0033; 13:061:0109; 13:061:0092; 13:061:0100; 13:061:0090; 13:061:0091; 13:061:0101; 13:066:0030
Applicants:		Tyler Horan / White Horse Developers
Current Land Use:		Residential Medium Density and Residential Low Density
Surrounding Land Use:	North	Design Industrial and Residential Low Density
	South	Residential Low Density and Design Industrial
	East	Design Industrial and Design Commercial
	West	Residential Low Density
Proposed Zoning:		R1-7500
Surrounding Zoning:	North	PI-1 and GC-2
	South	R1-12000 and PI-1
	East	PI-1, GC-2, and GC-1
	West	Unincorporated Territory

**Section 17.20.050 of the American fork Municipal Code Outlines the following procedures for Annexation Applications:**

1. The sponsor must schedule a pre-application meeting with the American Fork City Planning staff for review of the annexation request and an opinion as to whether or not the area proposed for annexation will create an unincorporated island or peninsula. If it is in the opinion of staff that the proposed annexation does not create an unincorporated island or peninsula, the sponsor will be advised to proceed with their application as an

annexation by petition. If the Planning Staff determines that, in their opinion, the proposed annexation creates an unincorporated island or peninsula, the sponsor will be so advised and informed of alternative procedures to request annexation by resolution, if applicable.

2. A complete application for annexation shall be filed with the City Recorder.
3. The Planning Department will schedule the annexation request on the next available Development Review agenda.
4. City staff will review the application and prepare an annexation report for the Planning Commission and City Council. The report shall identify:
  - a. Potential demand for City facilities and services;
  - b. Consistency with the American Fork City General Plan, including the achievement of goals and policies of the American Fork City General Plan and identifying any revisions and amendments of the General Plan required by the annexation;
  - c. The identification of the distance from existing city utility lines to the boundary of the annexing property;
  - d. Zoning required or recommended;
  - e. Distances to public schools, parks and shopping centers for traffic generated by the proposed land uses;
  - f. Timetable for extending city provided utility lines and services to the area and how these services will be financed, if applicable
5. The City Council may decide to either accept the annexation application for further review or deny the application. Denial of an application for annexation will have the effect of ending any further review of the proposed annexation. In order to have the land annexed into American Fork City, the applicant will need to resubmit the proposed annexation as a new application and satisfy the requirements of this Chapter including the payment of all review fees.
6. If the annexation request is accepted for further review, proper notice shall be given in accordance with the annexation requirements contained in the Utah State Code.
7. A public hearing (10-day notice) will be scheduled with the Planning Commission for review and recommendation of the proposed zoning designation for the annexation.
8. Following the Planning Commission's review and recommendation on zoning and after all required notice has been met, a public hearing will be scheduled with the City Council for final approval of the annexation, including zoning designation.
9. An annexation agreement must be signed and applicable requirements met, including any water dedication requirements, prior to annexation plat recording and ordinance publication.

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

### **STAFF FINDINGS:**

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

#### **1. Potential demand for City facilities and services:**

- a. The applicant requires connections to sewer, water, and pressurized irrigation. The master plans project the following for the proposed annexation areas, 285.76 ERC for culinary water, 44.08 acres for pressurized irrigation, and 285.76 ERU for sanitary sewer. The applicant will also require storm drain management for the proposed annexation areas. The annexation area is adjacent to 1100 South Street, which is identified on the transportation master plan as a minor collector. A portion of 5750 West Street, which is identified on the transportation master plan as a major collector, bisects the annexation area.

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

- a. The American Fork Land Use Plan, as identified in the General Plan, highlights the use of Parcel IDs: 13:066:0054; 13:066:0052; 13:066:0053; 13:066:0021; 13:066:0033; 13:061:0109; 13:061:0092; 13:061:0100; 13:061:0090; 13:061:0101; 13:061:0091; 13:066:033; 13:066:0031 as the Residential Medium land use designation. Parcel IDs: 13:066:0030; 13:050:0193; 13:050:0202 are shown as the Residential Low Density land use designation. The Land Use designation informs the zoning that will be allocated to the property.

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

- a. The annexation area is adjacent to 1100 South Street, which contains a 15-inch ADS storm drain main line, 12-inch PVC water line, 12-inch PVC pressurized irrigation line, and a 12-inch PVC sanitary sewer. There is also a 12-inch ductile iron water line located on the east side of 5750 West Street. It is anticipated that the development will install main lines to connect to the 12-inch sanitary sewer (700 ft away), 15-inch storm drain (650 ft away) and 12-inch pressurized

irrigation (650 ft away). The adjacent area to 1100 South Street is city owned, and no utilities will connect via this parcel.

**4. Zoning required or recommended:**

- a. Parcel IDs: 13:066:0054; 13:066:0052; 13:066:0053; 13:066:0021; 13:066:0033; 13:061:0109; 13:061:0092; 13:061:0100; 13:061:0090; 13:061:0101; 13:061:0091; 13:066:033; 13:066:0031 will be put into the R1-7500 Residential Zone. Parcel IDs: 13:066:0030; 13:050:0193; 13:050:0202 will be put into the R1-9000 Residential Zone.

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

- a. Schools:
  - i. Polaris High School: ~ 0.61 miles
  - ii. American Fork High School: ~ 2.02 miles
  - iii. American Fork Junior High: ~ 2.81 miles
  - iv. Greenwood Elementary: ~ 0.87 miles
  - v. Forbes Elementary: ~ 2.02 miles
  - vi. Barratt Elementary: ~ 1.84 miles
  - vii. Shelly Elementary: ~ 2.07 miles
  - viii. Legacy Elementary: ~ 2.97 miles
- b. Parks:
  - i. Boat Harbor: ~ 1.21 miles
  - ii. Monarch Park: ~ 0.9 miles
  - iii. Greenwood: ~ 0.48 miles
  - iv. Rotary: ~ 0.74 miles
  - v. Bicentennial: ~ 0.79 miles
  - vi. Lions: ~ 1.25 miles
  - vii. Robinson: ~ 1.15 miles
  - viii. Chipman: ~ 1.16 miles
  - ix. Easton Park: ~ 1.01 miles
  - x. Bamberger: ~ 1.42 miles
- c. Planned Shopping Centers (SC-1 Zones):
  - i. Eastern SC-1 Zone: ~ 1.09 miles
  - ii. Western SC-1 Zone: ~ 1.99 miles

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

- a. Extension of city utilities will be driven by demand caused by growth/development. Minimum utility requirements will be paid by development with master planned upsizing paid through applicable impact fee funds.



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

Department Recorder Director Approval Terilyn Lurker

**AGENDA ITEM** Review and action on a resolution regarding American Fork Irrigation shareholder discount agreements and long-term rental agreements.

**SUMMARY RECOMMENDATION**

Staff would recommend approval of the resolution.

**BACKGROUND**

Under a 2007 agreement with the American Fork Irrigation Company (AFIC), the city has accepted two types of voluntary shareholder arrangements: shareholder discount agreements (shares assigned to the city for reduced fees) and long-term rental agreements (shares rented to the city for general supply). The city will honor existing shareholder discount agreements and long-term rental agreements which have been executed and in force since 2007 unless otherwise modified under the terms of those specific agreements. The city now would like to discontinue its policy of accepting new shareholder discount agreements but continue its policy of accepting long-term rental agreements.

**BUDGET IMPACT**

NA

**SUGGESTED MOTION**

Move to adopt the resolution addressing shareholder discount agreements and long-term rental agreements for American Fork Irrigation Company shares.

**SUPPORTING DOCUMENTS**

03.24.26 - Shareholder Discount and Long-Term Rental agreements (PDF)

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

**A RESOLUTION OF THE AMERICAN FORK CITY COUNCIL ADDRESSING SHAREHOLDER DISCOUNT AGREEMENTS AND LONG-TERM RENTAL AGREEMENTS FOR AMERICAN FORK IRRIGATION COMPANY SHARES**

**WHEREAS**, American Fork City (the “City”) has the authority to operate water systems and set water rates pursuant to applicable Utah law; and

**WHEREAS**, the “City” provides pressurized irrigation water to meet the outdoor irrigation needs of the residents, businesses, and institutions in the City; and

**WHEREAS**, the City’s pressurized irrigation system, and the water it supplies are valuable resources for all residents and water users; and

**WHEREAS**, the City and the American Fork Irrigation Company executed an agreement in 2007 which provides for the delivery of irrigation water to shareholders in the American Fork Irrigation Company (the “AFIC”); and

**WHEREAS**, since 2007 the City has received offers from shareholders to assign shares to the City irrigation system in consideration for discounted user fees and also offers for long-term rental of shares owned by shareholders to the City; and

**WHEREAS**, since 2007 the City has accepted two types of voluntary agreements from shareholders in the American Fork Irrigation Company (“AFIC”):

(1) Shareholder discount agreements, under which the shareholder assigns water shares to the City’s irrigation system and receives a reduced secondary water fee, subject to compliance with applicable City ordinances and the continued ownership and assignment of the shares to the served property; and

(2) Long-Term rental agreements, under which the shareholder rents surplus water shares to the City for general system supply; and

**WHEREAS**, the shareholder discount agreements and long-term rental agreements are voluntary contracts between the shareholder and the City and the agreements’ terms apply only to the specific shareholders and the City; and

**WHEREAS**, the City shall continue to faithfully deliver pressurized irrigation water to shareholders and shall honor existing shareholder discount agreements and long-term rental agreements which have been executed and have been in force since the 2007 agreement with AFIC unless otherwise modified under the terms of those agreements by the specific shareholders or the City; and

**WHEREAS**, as the City has continued to grow, its water system and resources continue to change requiring a reexamination of the City's irrigation system's financial structure; and

**WHEREAS**, the City desires to discontinue its policy of accepting new shareholder discount agreements; and

**WHEREAS**, the City desires to continue its policy of accepting new shareholder long-term rental agreements; and

**WHEREAS**, the City wishes to consistently apply this policy to shareholders to ensure fairness and avoid future misunderstandings.

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

#### **SECTION 1. EXISTING SHAREHOLDER DISCOUNT AGREEMENTS AND LONG-TERM RENTAL AGREEMENTS**

The City shall honor all rights and obligations under the existing shareholder discount agreements and long-term rental agreements executed prior to the passage of this Resolution subject to the terms and conditions of each agreement and applicable law. Nothing in this Section shall be construed to confer shareholder discount eligibility in long-term rental agreements.

#### **SECTION 2. NEW SHAREHOLDER DISCOUNT AGREEMENTS AND NEW LONG-TERM RENTAL AGREEMENTS**

The City shall discontinue entering into new shareholder discount agreements as of March 24, 2026. The City may continue to accept new long-term rental agreements for AFIC shares.

#### **SECTION 3. ENFORCEMENT**

This policy shall be enforced according to the provisions of this Resolution effective March 24, 2026.

#### **SECTION 4. SEVERABILITY**

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

**SECTION 5. EFFECTIVE DATE**

This Resolution shall take effect immediately upon its approval by the City Council.

**PASSED AND ADOPTED BY THE CITY COUNCIL THIS 24TH DAY OF MARCH 2026.**

ATTEST:

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

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

Attachment: 03.24.26 - Shareholder Discount and Long-Term Rental agreements (Shareholder discount and long-term rental agreement



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

Department Recorder Director Approval Terilyn Lurker

**AGENDA ITEM** Review and action on acceptance of the withdrawal of application for the Julie Clark Annexation.

**SUMMARY RECOMMENDATION**

Staff would recommend accepting the withdrawal of the application for annexation.

**BACKGROUND**

The Julie Clark annexation process was initiated in March 2022. After following the annexation process, the ordinance of annexation was approved in March 2025. However, approval was contingent on the recording of the Harbor Road Plat E annexation. The Harbor Road Plat E annexation application was recently withdrawn, and the withdrawal was accepted by the city council at the March 10<sup>th</sup> city council meeting.

The intent is to re-start the annexation process to continue through the process along with the Harbor Road E annexation.

**BUDGET IMPACT**

NA

**SUGGESTED MOTION**

Move to accept the withdrawal of application for the Julie Clark annexation.

**SUPPORTING DOCUMENTS**

Withdrawal of Petition for Annexation - 03.2026 (PDF)



**AMERICAN FORK**  
DEVELOPMENT  
SERVICES

**AMERICAN FORK CITY**

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

**FORMAL WITHDRAWAL OF APPLICATION**  
**Development Review Committee Application Form**

Project Name: Julia Clark Annexation  
Reference No(s): P-2023-00147  
Property Address: Approx 400 w 1400 s  
Utah County Parcel No(s): \_\_\_\_\_

Reason for Withdrawal (Required):  
City Request  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Submit the following to applications@americanfork.gov**

**Applications are only accepted Mondays from 7:00 AM - 6:00 PM, or on Tuesdays from 7:00 AM - 6:00 PM following a holiday.**

By signing below, I acknowledge that I am formally withdrawing my application(s) with American Fork City for the specified applications, as noted above. I understand that by withdrawing my application, application fees shall not be refunded or waived, except as may be determined on a case-by-case basis by the American Fork City Development Services Director. I understand that by submitting this form, all reviews by American Fork City will be discontinued and, where applicable, my application will be withdrawn from review. I understand that I am required to submit a new application form and pay the required DRC fee if I choose to move forward with a new application. I understand that American Fork City will not accept a new application until all former fees and outstanding invoices are paid in full.

Property Owner Signature: \_\_\_\_\_ Title: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_  
  
Authorized Representative Signature: [Signature] Title: Land Development Manager  
Printed Name: James Clark Date: 3-16-26

Attachment: Withdrawal of Petition for Annexation - 03.2026 (Julie Clark Annexation withdrawal)



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

Department Recorder Director Approval Terilyn Lurker

**AGENDA ITEM** Review and action on an ordinance amending Chapter 5 of the American Fork City Code related to business licensing, revising application requirements, fees, appeals, revocation procedures, and bonds.

**SUMMARY RECOMMENDATION**

Staff would recommend approval.

**BACKGROUND**

This was discussed at the March 3, 2026, work session. Initially scheduled for approval at the March 10th city council meeting, it was tabled. Included in the packet is the ordinance with a red-lined version of the current business license code and the final version as exhibits.

**BUDGET IMPACT**

NA

**SUGGESTED MOTION**

Move to adopt the ordinance amending Title 5 of the American Fork City Code related to Business Licenses.

**SUPPORTING DOCUMENTS**

03.24.26 - Business License Amendment (PDF)

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

**AN ORDINANCE OF THE AMERICAN FORK CITY COUNCIL AMENDING CHAPTER 5 OF THE AMERICAN FORK CITY CODE RELATING TO BUSINESS LICENSES; REVISING APPLICATION REQUIREMENTS, FEES, APPEALS, AND REVOCATION PROCEDURES; ADDING PROVISIONS REGARDING BUSINESS LICENSE BONDS; AND PROVIDING FOR SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

**RECITALS**

WHEREAS, American Fork City is authorized under Utah law, including Utah Code Title 10, Chapter 1 and Title 10, Chapter 8, to license and regulate businesses operating within the City in order to protect the public health, safety, and welfare; and

WHEREAS, Chapter 5 of the American Fork City Code governs the issuance, regulation, and enforcement of business licenses within the City; and

WHEREAS, the City Council finds it necessary and appropriate to update Chapter 5 to modernize administrative procedures, clarify appeal and enforcement provisions, include additional requirements for particular businesses, and improve regulatory consistency with current City practices; and

WHEREAS, the amendments include clarification of application requirements, administrative authority for license decisions, fee administration through the City's consolidated fee schedule, and additional provisions regarding bonds required for certain businesses; and

WHEREAS, the City Council finds that the amendments contained in this ordinance promote the public health, safety, and welfare and provide clearer procedures for the administration of business licenses within the City.

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

**Section 1. Amendment of Chapter 5.**

Chapter 5 of the American Fork City Code, entitled Business Licenses, is hereby amended as set forth in the documents attached hereto and incorporated herein by this reference. Any portions of Chapter 5 not specifically included in this Ordinance remain unchanged.

The amendments are shown as follows:

**Exhibit A** – Redline version showing proposed amendments to Chapter 5.

**Exhibit B** – Clean version of Chapter 5 incorporating the amendments.

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**Section 2. Repealer and Replacement.**

To the extent that provisions of the American Fork City Code previously adopted conflict with the amendments adopted by this ordinance, such provisions are hereby repealed and replaced by the provisions contained in Exhibit B.

**Section 3. Codification.**

The City Recorder is authorized and directed to codify the amendments adopted by this ordinance into the American Fork City Code, including making any non-substantive formatting, numbering, or cross-reference corrections necessary to ensure consistency with the Code. In the event of a discrepancy between Exhibit A and Exhibit B, Exhibit B shall control.

**Section 4. Severability.**

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

**Section 5. Conflicting Ordinances.**

All ordinances, resolutions, or parts thereof inconsistent with the provisions of this ordinance are hereby amended to the extent of such inconsistency.

**Section 6. Transition; Existing Licenses.**

Any business license lawfully issued prior to the effective date of this ordinance shall remain valid until its expiration date unless suspended, revoked, or otherwise terminated in accordance with applicable law.

Upon renewal of an existing business license after the effective date of this ordinance, the licensee shall comply with the provisions of Chapter 5 as amended by this ordinance.

Any bond required under the amendments adopted by this ordinance shall be required upon issuance or renewal of a license after the effective date of this ordinance.

**Section 7. Effective Date.**

This ordinance shall take effect immediately upon adoption and publication or posting as required by law.

**PASSED AND ADOPTED** by the American Fork City Council this \_\_\_\_ day of \_\_\_\_\_, 2026.

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

ATTEST:

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

Attachment: 03.24.26 - Business License Amendment (Business License Code amendments)

**Exhibit A**  
Redline Amendments to Chapter 5 – Business Licenses

### Sec 5.04.010 Definitions

The following terms shall be defined as indicated for the purpose of this chapter:

- A.** Business. Except as specifically exempted herein, the term "business" means and includes every trade, occupation, profession or activity, for the manufacture, provision, sale or exchange of goods and/or services, engaged in within the city with the object of gain or economic profit [including but not limited to the sale of agricultural produce; the provision of child care as that term is defined in Chapter 39a of Title 26 of Utah Code Annotated (1953, as amended); and any other gainful or for-profit trade, occupation, profession or activity where the city is or has not been specifically preempted from regulating and licensing the same by state or federal law]—excluding, however, the acts of employees rendering service to employers.
1. When more than one type of such trade, occupation, profession or activity is engaged in at a particular location (i.e., same parcel of real property of the city), each type that requires the filing of a separate federal or state tax form or schedule shall constitute a separate business hereunder.
  2. When such trade, occupation, profession or activity is engaged in at different locations (i.e., different parcels of real property within the city limits of the city), each such location shall constitute a separate business hereunder.
- B.** Charitable organization, for purposes of this chapter, shall mean and include any and all charitable organizations or entities which have been classified as tax-exempt under state law of the state and under federal law of the United States of America, and only while carrying out an act which is within the scope of such tax-exempt status and where no profit is directly or indirectly derived by any person.
- C.** Employee means and includes all natural persons who work for an employer for salary or commission or wages, and who are subject to the direction and control of such employer, and who do not share the profits and losses of such employer. It includes all full-time officers of public agencies.
- D.** Licensee means the person who applied for the license.
- E.** Person means and includes individuals, groups of individuals, associations, partnerships, firms, corporations, or any combination thereof and the licensee or any employee or agent of the licensee.

**F.** Place of business means a place maintained or occupied by the licensee for the transaction of business. It does not include a place in which goods of the licensee are kept for storage or display only if no services are rendered, business transacted, or sales consummated at such place.

**G.** Responsible person means the licensee and any employee or agent of the licensee.

**H.** Solicitation and solicitor shall have the following meaning herein:

1. "Soliciting" or "solicitation" shall mean and include the act or instance of requesting, petitioning, and/or seeking to obtain something of commercial value, gain or economic profit, in person, by e-mail or Internet, by telephone, or otherwise.
2. "Solicitor" means any person, firm or corporation selling, soliciting or taking orders for goods, wares, merchandise, books, periodicals, subscriptions, photographs or services from location to location. Temporary use shall mean and include such uses as are proposed to exist for a relatively short period of time (as defined in ~~Section 7-2-of~~ the Development Code of American Fork City, Utah); provided, that such uses shall generally exist or be permitted to exist for ten days or less, and that no such uses (without council approval, upon a showing of extraordinary justifications therefor) shall exist or be permitted to exist for more than four months during a calendar year. Such uses include, but are not limited to, seasonal uses such as Christmas tree lots, firework stands, and snow cone stands, as well as bazaars, boutiques, and open-air markets (sometimes referred to as "flea markets" or "swap meets"); and shall not occur, operate, be conducted, or be allowed on public right-of-ways or properties without the express written permission of the governmental entity owning or administering the same on behalf of the public.

#### **Sec 5.04.020 Operating, Without License Prohibited - License Required**

1. It is unlawful for any person to engage in business in the city without first procuring the required license therefor.
2. Every person engaged in business in the city shall secure a business license from the city for such business. A separate license must be obtained for each separate business and each separate place of business maintained within the city. A business license shall be obtained by making written application for the license in the manner prescribed by the city, paying the fee required by this chapter, and satisfying all prerequisites for the issuance of the license.

**Sec 5.04.030 Exemption For Certain Businesses Grossing Three Thousand Dollars Or Less Per Year**

1. There shall be an exemption from the licensing and licensing fee requirements of this chapter for any person who is engaged in, conducting, or otherwise operating a business, as that term is defined in Section 5.04.010, where:
  1. The goods and/or services of the business are sold or provided on real property situated within the city limits; and
  2. Said real property is owned, leased or rented by the provider of the goods and/or services that are the subject of said business; and
  3. Said real property is not situated in a commercial zone; and
  4. The total gross receipts for such business are three thousand dollars or less during the calendar year.
2. It shall be the duty and responsibility of any person claiming an exemption from the licensing requirements of this chapter, on the basis of this section, to maintain accurate and complete financial records of his business; to provide competent proof that the business has not grossed in excess of three thousand dollars during the year, if questioned by city officials, representatives, or enforcement officers; and to obtain a business license hereunder if any provision of subsection A of this section is or cannot be met.
3. Notwithstanding the provisions of this section, if, due to the nature or location of the person's business, state or local law or regulation (other than the provisions of this chapter) require that a municipal business license be acquired by said person, or if said person requests that a municipal business license issue (after being informed of the exemption provided herein), then said person shall comply in all respects with the provisions of the chapter and shall pay the licensing fees required herein.
4. Notwithstanding the provisions of this section, if, due to the nature or location of the person's business, state or local law or regulation (including, for example, the requirements of the Development Code of American Fork City, Utah or other applicable state code, as they relate to home occupations) require that fire and safety inspections be conducted of the premises by city representatives prior to allowing the person's business to be conducted thereon, then the person shall be assessed and shall pay to the city, in advance, an inspection fee to be determined by the City's uniform fee schedule. ~~the sum of forty-five dollars to help defray the costs of such inspections.~~

### Sec 5.04.040 Exemptions - Governmental Entities And Charitable Organizations

No license fee or permit shall be required under the terms of this chapter for the conducting of lectures, entertainments, concerts, fairs, exhibitions, bazaars, luncheons, dinners or dances which are conducted, given or made-by or for governmental entities or tax-exempt charitable organizations-wholly for benevolent or charitable purposes. With respect to exemptions from business license requirements claimed hereunder, it shall be the burden of the person or entity claiming the exemption to establish that exemption.

### Sec 5.04.045 Exemptions - Solicitors

Nothing in this chapter shall apply to any commercial solicitor or solicitation, as defined in subsection F of Section 5.04.010 ("Definitions"); and no license fee or permit shall be required therefor.

### Sec 5.04.050 Exemptions - Public Utilities

Nothing in this chapter shall apply to any public utility business.

### Sec 5.04.060 Exemptions - Activities Reciprocally Licensed

No license shall be required by the city of any person whose only business activity in the city is the mere delivery in the city of property sold by him at a regular place of business maintained by him outside the city, where:

1. Such person's business is, at the time of such delivery, licensed by the Utah municipality or county where such place of business is situated;
2. The authority licensing such business grants to licensees of this city making deliveries within its jurisdiction the same privileges, upon substantially the same terms, as are granted by this section; and
3. Neither the property delivered nor any of the facilities by which it was manufactured, produced or processed are subject to inspection by authority of this city for compliance with health or sanitary standards prescribed by this city.

### Sec 5.04.070 Exemptions Or Deferrals - When Authorized

~~Subject to the provisions and procedures of Section 5.04.17~~ If any person furnishes such evidence as shall satisfy the ~~council~~ City Administrator or his designee that he, by reason of his misfortune or physical infirmities, merits exemption from or deferral of the payment of any license fee required in this chapter, the ~~mayor~~ City Administrator or designee may remit or defer all or part of such license fee. ~~with the consent of the council.~~

### Sec 5.04.080 License - Issuance Conditions Generally

All applications for licenses shall be made in writing. Upon granting of a license, the city shall issue a certificate of license which shall show the name of the licensee, the business, calling, trade or profession to be conducted, the place where the licensed business is to be conducted, giving the street number if such business is to be conducted at a fixed place, and the expiration date of the license.

#### **Sec 5.04.090 License - Application - Information Required**

The application shall show:

1. The date of application;
2. The name, mailing address, email address and telephone number of the person ~~or persons, firm or corporation desiring applying for~~ the license ~~(who shall be known by, and obligated to the city, as the licensee or licensees, or "responsible person owners," of the business); and~~ the physical address, mailing address, and telephone number of the place of business; and photo identification, e-mail address, and telephone number of the individual completing the application.
3. The kind of license desired, stating the business, calling, trade or professions to be performed, practiced or carried on;
4. Proof of such applicant's compliance or qualifications under the applicable state regulatory laws and local ordinances;
5. The period of time for which the license may be issued;
6. Any other matter or thing which may be required and necessary for the purpose of enabling the city to fix the amount of license fee.

#### **Sec 5.04.100 License - Application – Purpose of Bond; Claims Against Bond; Bond Requirements**

##### A. Purpose.

The bonds required under this chapter are intended to protect the public and ensure compliance with applicable city ordinances and state law governing licensed businesses. The bond secures the faithful performance of the licensee's obligations and provides a source of recovery for persons who suffer damages resulting from fraud, misrepresentation, negligence, or other unlawful acts of the licensee or the licensee's agents or employees.

##### B. Aggrieved Person Defined.

An aggrieved person means any individual or entity who sustains actual damages as a

direct result of the conduct of a licensee that violates this chapter, other applicable city ordinance, or state law governing the licensed activity.

#### C. Recovery Against Bond.

Any aggrieved person may seek recovery against the bond required under this chapter for damages sustained because of conduct covered by the bond. Prior to initiating an action on the bond, the aggrieved person shall submit a written claim to the city business licensing office identifying the licensee, the nature of the alleged violation, and the damages claimed. The city may provide notice of the claim to the licensee and the surety. If the claim is not resolved, the aggrieved person may bring an action against the bond in a court of competent jurisdiction, subject to the penal amount of the bond.

#### D. No City Liability.

The bond requirement is intended to protect the public and does not create liability on the part of the city for the acts or omissions of a licensee.

#### E. Amount of Bond.

All applicants for business licenses for the following businesses shall also be required to give bonds in favor of the city in the penal sum and for the purposes indicated. ~~All aggrieved persons shall have a right to bring an action under such bond against the licensee and the sureties.~~ Such bonds shall be executed by corporate sureties only unless otherwise authorized by the council. No license shall be issued until the bonds required herein have been filed and approved by the corporation counsel.

1. Employment agencies and auctioneers, in the penal sum of one thousand dollars, conditioned for the faithful observance of the ordinances of the city and the payment of all damages occasioned to any person by reason of any misstatement, misrepresentation, fraud or deceit practiced by the licensee ~~or his agents or employees;~~
2. Lending moneys upon personal securities, evidence or indebtedness, assignments of salary, salary warrants or any personal property, other than banks and building and loan institutions, in the penal sum of two thousand dollars, conditioned for the faithful observance of the ordinances of the city and the laws of the state respecting money brokers, loan agencies and pawnbrokers, and with respect to interest rates chargeable.
- ~~3. Messenger or special delivery services, in the penal sum of one thousand dollars, conditioned for the faithful observance of all ordinances of the city and the payment of all damages arising from any negligence in the conducting of such business.~~

#### F. Nonexclusive Remedy.

The remedies provided in this section are in addition to any other civil, criminal, or administrative remedies available under city ordinance or state law.

#### Sec 5.04.110 License - Application - Fee And Processing - Term

An applicant shall, upon the filing of his application for a license, deposit with the city the appropriate fee prescribed for the business for which a license is applied. The city shall issue an interim receipt showing the receipt of such deposit. The receipt shall not be deemed to be a certificate of license. In the event the license should be refused, the money deposited shall be repaid to the applicant upon his demand. All licenses fees shall be payable annually, in advance (unless otherwise specifically provided), and shall date from the first day of January of each year and shall expire on the thirty-first day of December of each year. ~~For calendar year 1998 only, such license fees for existing businesses shall be due and payable not later than March 1, 1998; for subsequent years, such license fees shall be due and payable on or before January 1st of the calendar year covered by the license.~~

#### Sec 5.04.120 Investigation Of Applicants

The city shall have the authority to make investigation, subpoena witnesses, and administer oaths for the purpose of determining whether or not any applicant for a license has, in fact, qualified for the issuance thereof. If any person fails or refuses to pay the amount assessed when it becomes due, the city shall proceed to enforce the collection as provided by ordinance.

#### Sec 5.04.130 Fees - Purpose - Amount

- A. In order to promote the general health, welfare, peace, comfort and safety of the residents of the city of American Fork, and the patrons of businesses that do business within the limits of the city, the city regulates businesses within its city limits for public safety concerns and for compliance with applicable state and local zoning, development, and fire codes, as well as building- and construction-related codes identified and adopted in Title 15 of the code of the city of American Fork, Utah. Such regulation shall include, but not be limited to, administrative, professional and nonenforcement legal services of city personnel rendered in connection with the regulation of businesses, the issuance of business licenses, and questions and issues that arise in connection therewith; business-related clerical record keeping by city personnel; fire and safety code inspections by authorized city representatives prior to the issuance of a business' first business license and at least once every three years thereafter; such law enforcement

investigations as may be deemed necessary and proper, or as otherwise required by law or ordinance. No business license for a particular business shall issue until the required city inspections (and any required adjustments and/or repairs made as a result thereof) and required administrative and clerical work of city personnel are completed.

- B. For the purpose of such regulation and to defray the cost of municipal services provided and associated therewith, an annual license fee shall be levied and assessed for the privilege of engaging in any business in the city during any calendar year or part thereof, pursuant to the licensing fee schedule determined by the city council and set by resolution.

~~Commercial businesses and home occupations (as defined by Sections 2-5.24 and 7-2 of the Development Code of American Fork City, Utah) each require such inspections and record keeping (and, where necessary, law enforcement investigations) as hereinabove set forth. Hence, they shall be treated similarly hereunder and assessed the same business license fee.~~

- C. A business license issued under this chapter constitutes a license to permit ~~for a specific owner (or set of owners) licensee~~ to conduct a specific business at a specific location within the city limits of the city.

#### **Sec 5.04.140 Fees - For Specific Businesses**

~~Except as otherwise provided in this Chapter, every person engaged in business in the City shall obtain a business license and pay an annual license fee as shown on the Consolidated Fee Schedule adopted by the American Fork City Council.~~

~~License fees shall be levied and assessed against the following specified businesses pursuant to the licensing fee schedule determined by the city council and set by resolution:~~

- ~~1.—Christmas tree lots, firework stands, and temporary businesses, which—by their nature or the nature of their product—pose a special or increased fire danger.~~
- ~~2.—Bazaars, boutiques, and open-air markets (sometimes referred to as "flea markets" or "swap meets")—where there are multiple vendors in a limited space, where such vendors change or may change from time to time, where such periodic change results or may result in a different physical arrangement of booths or the sale of different types of products or services from time to time within the limited space, and where the proximity of vendors to one another and the high density of patrons pose issues and concerns atypical of home occupations and commercial~~

~~businesses generally—thus increasing the need for monitoring and periodic inspections to protect the public health and safety.~~

~~3.—Amusement devices.~~

~~4.—Trucks or delivery vehicles for ice cream vendors.~~

#### **Sec 5.04.150 Fees - Multiple Businesses**

Except as may be otherwise specifically provided in this chapter, whenever more than one business is being conducted by one licensee under one roof or on the same parcel of real property (hereinafter referred to as "on the premises"), at the time of application of such businesses, such licensee shall for all of such businesses conducted pay only one license fee pursuant to the licensing fee schedule determined by the city council and set by resolution.

#### **Sec 5.04.160 Fees - New Businesses**

~~The license fees for new businesses shall be due and payable on or before the date that business is first commenced.~~

~~The license fee for a new business shall be due and payable upon approval of the business license, and no business license shall be issued or become effective until the required fee has been paid in full.~~

#### **Section 5.04.170 Denial of a New Business License Application – Appeal**

- A. ~~Denial of a new business license application if it does not meet the requirements of this chapter, applicable state law, rules or regulations.~~
- B. ~~A new business license denial may be appealed to the City Administrator or his designee following the procedures outlined in Sections 5.04.250. An appeal must be filed no later than ten (10) business days after the denial is issued.~~

#### **Sec 5.04.170 Special Situations – Appeals –**

- ~~1.—In cases where an applicant for a license is denied a license (including but not limited to those situations where the applicant applies for a business license where the business or manner of conducting such business does not readily appear to be covered by the provisions of this chapter), or where the applicant believes that (due to special circumstances) a particular provision herein works an undue hardship in his case, such applicant may appeal to, or request a hearing before, the city administrator, which appeal or hearing shall be granted within five working days~~

~~from the date of appeal or request. The city administrator or his designate shall not have the authority to change or disregard a specific requirement of this chapter; but he shall and is hereby authorized to interpret the requirements and provisions of this chapter liberally so as to promote and ensure that the spirit and purposes of this chapter are carried out.~~

- ~~2.—In the event that the matter cannot be resolved with the city administrator or his designate, then—except in those situations where an appeal lies or is determined to lie with the city's board of adjustment—the applicant may appeal to the city council for a determination of the matter. He shall, in writing, indicate the substance of his appeal, summarize the determination made by the city administrator, furnish written proof and affidavits in support of his request, and request that the matter be heard by the city council; this written notice of appeal is filed by the applicant with the city recorder. The matter shall then be noticed to the public, and the city council shall hear said appeal within thirty days of the filing of the appeal with the city recorder. The city council may, after hearing, deny the appeal, grant a special exception to the applicant (by modifying or waiving one or more minor requirements of this chapter for the applicant), or take steps to amend by ordinance the provisions of this chapter to facilitate (or remove the barrier to) the matter appealed or requested. The council shall determine what constitutes a "minor" requirement for which a special exception may be granted.~~

#### Sec 5.04.180 Fees - Late Payment - Penalty

1. For purposes of this section only, a "licensee" is one who had a business license for a specific business during the prior calendar year, and has not yet renewed the business license or indicated that he or she is no longer in business; or one who did not have a business license for a specific business during the prior calendar year and who is in business without a business license.
2. If any license fee is not paid within thirty days of the due date, the account shall be considered delinquent, and a late fee (administrative penalty) of fifteen dollars shall be assessed and added to the original amount thereof; provided, that where no business license has previously issued for the business being conducted, there shall be assessed an additional administrative penalty of fifty dollars for engaging in business without the required license. These administrative penalties are and shall be in addition to any civil or criminal penalty that may be assessed by a court of law for the violation of this chapter.

3. A written notice shall be sent via regular mail, postage-prepaid, to the licensee advising the licensee of (1) the purported delinquent status of the account, (2) the enhanced amount then due and owing, (3) the fact that the licensee may dispute the existence of such delinquency within thirty days of the date of the letter, (4) the fact that it is illegal to conduct business until the alleged delinquency is cured in full, and (5) the fact that, if the account is not cured within thirty days of the date of written notice, the account may be turned over to the city attorney for action.
4. If the license fee and administrative fee or fees are not paid within thirty days following the mailing of the above written notice, the account may immediately be turned over to the city attorney for action thereon.
5. Reasonable attorney fees and legal costs incurred by or otherwise associated with the enforcement of this chapter, against a delinquent licensee, shall be assessed and added to the amount due and owing to the city, whether or not judicial action is commenced to enforce the collection thereof.
6. All penalties provided for in this section shall be collected by the city and payment thereof enforced in the same manner as the license fees are collected and payment thereof enforced.
7. No license shall be issued until all penalties legally assessed have been paid in full.

#### **Sec 5.04.190 Delinquency - City Remedies**

If any person subject to license under any ordinance of the city fails, refuses or neglects to file his application for the license and/or to pay the license fee or fees provided by ordinance within the time prescribed by ordinance, the city shall determine the amount of the license fee or fees due from any information which may be available, and such determination shall be prima facie correct. The city shall thereupon proceed to collect such license fee or fees by all lawful means, including but not limited to a suit for damages and/or injunctive relief. Such lawful means are in addition to any administrative remedy and/or criminal sanctions provided for under this chapter.

#### **Sec 5.04.200 Fees - Deemed Debt To City - Collection**

Every license fee or assessment levied by any ordinance of the city, and all interest accruing thereon after the date of delinquency, and all penalties levied or assessed thereon by any ordinance of the city for failure to pay the same within the time required, constitute a debt to the city, and the city may maintain an action to recover the same and all costs associated therewith, including a reasonable attorney's fee, in any court of competent

jurisdiction, which remedy shall be in addition to any and all other remedies which may be provided.

#### **Sec 5.04.210 Rebates Not Allowed - Exceptions**

No rebate shall be allowed upon any license, unless the licensee or business thereof has been damaged by fire or other unavoidable accident. In all such cases, the council shall have discretionary power as to what amount, if any, shall be rebated.

#### **Sec 5.04.220 Revocation, Suspension, Or Denial To Renew - Conditions**

All licenses which have been issued or which may hereafter be issued by the city shall be subject to revocation, suspension, or a denial to renew as hereinafter provided. A revocation or suspension of a license may occur notwithstanding the fact that the license has not yet expired; and no refund or rebate of previously-paid license fees for said license shall be required.

#### **Sec 5.04.230 Revocation, Suspension, Or Denial To Renew - ~~Procedures Generally~~**

~~The City may suspend, revoke, or deny renewal of any license issued under this chapter for a violation of any provision of this chapter by the licensee. At any time that, in the opinion of the mayor or city council, the public interest will be best served by revocation or suspension of, or denial to renew, any license or licenses issued by the city, the city council or the mayor may direct the city recorder to send notice to the licensee or licensees, directing such licensee or licensees to appear before the city council at a definite date and hour to be stated in such notice, and to show cause, if any, why such license or licenses should not be revoked, suspended, or denied renewal; provided, however, that the time set for such appearance by the licensee shall be not less than fourteen days after the date of mailing such notices; and provided further, that such notice shall be mailed to the licensee by regular mail, postage prepaid, and addressed to the address of such licensee as shown on the application for each license, or at any subsequent address which has been given to the city recorder by such licensee.~~

#### **Sec 5.04.240 Revocation, Suspension, Or Denial To Renew – Show Cause Hearing Required**

~~Written notice of the revocation, suspension or renewal denial hearing shall be served at least ten (10) working days prior to the date thereof upon the licensee at the address listed on the application and at the physical location of the business. Such notice shall state the grounds of complaint against the licensee and the time and place where the hearing shall be held. The licensee shall have the right to appear and respond to any allegations made and to present reasons why the license should not be suspended, revoked, or denied~~

renewal (with or without conditions). The City Administrator or designee shall conduct the hearing as set forth in Section 5.04.250.

~~That the time set for such appearance by the licensee shall be not less than fourteen days after the date of mailing such notices; and provided further, that such notice shall be mailed to the licensee by regular mail, postage prepaid, and addressed to the address of such licensee as shown on the application for each license, or at any subsequent address which has been given to the city recorder by such licensee. At the hours and date stated in such notice, the licensee shall have an opportunity to appear before the city council [DSD/CA/Other?] to show cause why such license should not be revoked, suspended, or denied renewal, and may appear in person or by counsel; and the city council [DSD/CA/Other] shall thereupon proceed to hear all persons interested in the matter, and determine whether or not such license should be revoked, suspended, or denied renewal (with or without conditions):~~

**Sec 5.04.250 Revocation, Suspension Or Denial To Renew/ Appeal of New Business License Fee Denial - Grounds - ~~City Council Powers~~**

~~In the event that the city council, on such hearing, determines that the public interests are best served by the revocation, suspension, or nonrenewal of the license—because one or more of the licensees has failed to comply with the Development Code of American Fork City, Utah, or the Uniform Building Code, or the code or codes of professional ethics for the licensee's or licensees' particular profession; or has been convicted of a crime involving moral turpitude; or has admitted to (or been convicted of) conduct which is tantamount to violating laws relating to the sale, display and/or distribution of pornographic materials, alcohol, tobacco, or controlled substances; or have otherwise failed to comply with one or more requirements of this chapter relating to business licenses, including the failure in three or more previous calendar years to pay for and acquire a business license in a timely manner (i.e., before it is delinquent), or any other chapter of this title—the city council may thereupon order such license cancelled and revoked, and thereupon such license shall become null and void; or order that such license is suspended, for a period not to exceed three months; or order that such license shall not be renewed or renewable, and indicate under what conditions, if any, a new license may be issued to said licensee or licensees.~~

A. A business license may be revoked, suspended or not renewed if after the show cause hearing, the City Administrator or designee determines that the public interests are best served by the revocation, suspension, or nonrenewal because the licensee has:

1. Failed to comply with the Development Code.

2. Failed to comply with the Uniform Building Code.
3. Failed to comply with applicable state or federal laws, rules or regulations.
4. Failed to comply with codes of professional ethics for the licensee's particular profession.
5. Been convicted of a crime involving moral turpitude; or has admitted to (or been convicted of) conduct which is tantamount to violating laws relating to the sale, display and/or distribution of pornographic materials, alcohol, tobacco, or controlled substances.
6. Failed to otherwise comply with one or more requirements of this Chapter;
7. Failed, in three or more previous calendar years, to pay for and acquire a business license in a timely manner (i.e., before it is delinquent).
8. Falsified the business license application.
9. Failed to comply with any other applicable code, rule, regulation, ordinance or law.
10. Upon recommendation from any city department and for good cause shown.

B. Show Cause Hearing.

1. The City Administrator or designee shall hear and determine all suspensions, revocations or nonrenewal of licenses and new business license appeal denials. No license shall be revoked, suspended, denied renewal until a show-cause hearing has been held. Written notice of such hearing shall be served at least ten (10) working days prior to the date thereof upon the licensee or its agent as designated in its application and at the physical location of the business. Such notice shall state the grounds of complaint against the licensee and the time and place where the hearing shall be held. The licensee shall have the right to appear and respond to any allegations made and to present reasons why the license should not be suspended or revoked.

2. Show-cause hearings shall be conducted informally. Witnesses may be sworn, although it is not necessary. Formal rules of evidence and court procedure shall not apply. Because the hearings are administrative in nature, hearsay is admissible, but evidence must have some probative weight and reliability to be admitted. The standard of proof shall be a preponderance of the evidence. Show-cause hearings shall be conducted informally. Witnesses may be sworn, although it is not necessary. Formal rules of evidence and court procedure shall not apply.

3. In the event that the licensee fails, neglects or refuses to appear at the hour and date set for such hearing, the City Administrator or designee may proceed to determine the matter in the absence of the licensee, or may, in its sole discretion, continue

the date of such hearing to some later date, and at the later date proceed to act on the matter without further notice to the licensee.

#### **Sec 5.04.260 Revocation - No Refund Or Rebate Of Fees**

In the event of revocation as provided in this chapter, there shall be no refund or rebate of any part of the original license fee paid by the licensee.

#### **Sec 5.04.270 ~~Failure To Appear At Hearing – Remedies Repeal and Reserve~~**

~~In the event that the licensee fails, neglects or refuses to appear at the hour and date set for such hearing, the council may proceed to determine the matter in the absence of the licensee, or may, in its sole discretion, continue the date of such hearing to some later date, and at the later date proceed to act on the matter without further notice to the licensee.~~

#### **Sec 5.04.280 Carrying On Business Without License Deemed Misdemeanor**

It is unlawful for any person to carry on, conduct or operate any business, trade or profession for which a city license is required, after such person's license has been revoked or cancelled, suspended, or denied renewal, in accordance with the provisions of this chapter; and any person, firm, partnership, association, joint venture, or corporation violating the provisions of this section shall be guilty of a misdemeanor, and shall be punished as provided in this chapter.

#### **Sec 5.04.290 Inspection - Display Of License - Police Officer And Building Inspector Powers**

All police officers and building inspectors, and any officer or employee designated ~~as by the mayor as an~~ “enforcement officers” of the city, are appointed inspectors of licenses, and shall examine all places of business required to obtain business licenses. The business license shall be displayed in a visible and conspicuous place during all business hours. Such license inspectors shall report to the Development Services Director all businesses or persons that have failed to obtain business licenses as required by this chapter.

#### **Sec 5.04.300 Inspection - Complaint Filing Required**

It shall be the duty of all license inspectors to cause complaints to be filed the Development Services Department against all persons violating any of the provisions of this chapter.

#### **Sec 5.04.310 Inspection - Right Of Entry**

All license inspectors, in the discharge and performance of their official duties, shall have and exercise the power to enter free of charge during business hours any place of business for which a license is required by this chapter, and to demand the exhibition of a current license from any person or persons engaged or employed in the transaction of such business; and if such person or persons shall then and there fail to exhibit such license, such person or persons shall be liable for the penalty provided for violation of this chapter.

(Ord. No. 98-01-07, § 1(part), 1998)

#### **Sec 5.04.320 Violation - Penalty**

A. Any person—including the “responsible person(s)” or licensee(s) of a business in the city limits of American Fork, Utah—violating any of the provisions of this chapter shall be guilty of a Class B misdemeanor and, upon conviction, shall be punished by a fine of up to one thousand dollars, or by a term of imprisonment up to six months, or by both such fine and term of imprisonment and may result in revocation or suspension of the business license.

B. Only police officers may issue criminal citations for violations of this chapter.

~~1.—Any firm, partnership, association, joint venture, or corporation violating any of the provisions of this chapter shall also be guilty of a Class B misdemeanor and, upon conviction, shall be punished by a fine not to exceed one thousand dollars.~~

#### **Sec 5.42.030 Application**

Applications shall contain such information as the license official shall from time to time require, including the location of the short-term rental property, the number of bedrooms contained in such property, the number of persons to be accommodated, the licensee’s Utah state-issued identification, and a telephone number for which a responsible party may be reached 24 hours a day 7 days a week.

#### **Sec 5.44.010 Business License Required**

It shall be unlawful for any person to ~~to practice or engage in~~, carry on or conduct the business of massage or for any individual or employee of licensee to practice or engage the business of massage in the city without first obtaining a city business license, as provided in Chapter 5.04.

#### **Sec 5.44.020 State License Required**

It shall be unlawful for any person, individual or employee to practice or engage in the business of massage in the city without first being licensed by the state. ~~as a massage technician or massage apprentice.~~

### **Sec 5.44.030 Application**

A. Applications shall contain such information as the license official shall from time to time require, including, but not limited to:

1. The location of the business, the name of the business owner and each employee and copy of legal identification (drivers license, passport, or other identification deemed acceptable by the city).

2. The name and DOPL license number of each employee providing massage service, and a responsible party that may be reached during business hours.

3. A written description of all criminal convictions the applicant or individual completing the application has had within the previous five years for crimes involving a felony, theft, fraud, deceit, misrepresentation, false statements, dishonesty, prostitution, sexual solicitation or other crimes involving moral turpitude.

4. The findings of a background check on the applicant or the individual completing the application conducted by the Utah Bureau of Criminal Investigations (“BCI”) within the last 60 days and the results of a comparable background check from the applicant’s state of permanent residency (if different) conducted within the previous 180 days.

5. A list of the names and addresses of all other massage establishments which the applicant currently operates or has operated in the previous five years and a statement as to whether the applicant has ever had a license to operate a massage establishment revoked or suspended and the full reasons for such revocation or suspension.

6. Proof that all persons who will perform massages at the proposed massage establishment are licensed to do so by the state of Utah.

### **Sec 5.44.040 Change Of Information**

Any change in the information required to be submitted under this chapter, including the name and DOPL license number of each employee providing massage services, shall be filed, in writing, with the ~~city recorder~~ Development Services Department within 14 days of such change.

### **Sec 5.44.050 ~~Prohibited Acts~~ Additional Grounds for Denial, Suspension or Revocation**

A. In addition to the grounds for denial, suspension or revocation of a business license in section 5.04.250, a business license for a massage therapy business may be denied, suspended or revoked if:

1. Any person has been convicted of a crime within the previous five years involving a felony, theft, fraud, deceit, misrepresentation, false statements, dishonesty,

prostitution, sexual solicitation, or other crimes involving moral turpitude or if the applicant has had a license to operate a massage establishment suspended or revoked in the previous five years in any jurisdiction.

2. Additional grounds for the suspension or revocation of massage therapy business license include:

a. The massage therapy business has been operated or maintained contrary to state statute or City ordinance;

b. Any employee of a massage establishment has performed or offered to perform massage contrary to state statute or City ordinance; or

c. Any violation of this section committed by an employee of the massage establishment.

B. Suspensions or revocations of a massage establishment license shall be conducted in accordance with section 5.40.250 of the American Fork City Code.

C. No License to be Issued at Same Location Where Three or More Violations Have Occurred for One Year. If the City Administrator or designee has suspended or revoked any massage therapy business license as provided for herein and the City Administrator or designee finds that at least three separate violations of this section have occurred (based on a preponderance of the evidence) at a particular massage therapy business within any rolling twelve month period, no application for a massage therapy business license shall be accepted or approved for the same location for a period of one year after the date of the suspension or revocation.

D. Display of Licenses.

1. Every massage therapy business licensed under this section shall prominently display in the establishment all licenses required to be displayed by Utah Code section 58-47b-301 and all licenses required and issued under this section.

2. All employees who perform massage therapy services, while on the premises of a licensed massage therapy business shall maintain in their possession or immediate presence their state license and shall provide proof of such license and valid government-issued personal photo identification upon request of any law enforcement or code enforcement official as well as to any person to whom the employee has provided or offered to provide a massage.

G. Prohibited Acts. It is unlawful:

1. ~~For an employee providing massage therapy services to permit, to offer or agree to permit, or to cause a business patron to administer a massage, or a bath to any person;~~
2. ~~To serve, store, or allow to be served, or allow to be consumed, any alcoholic beverage on the licensed premises of a massage establishment;~~
3. ~~Subject to Utah Code Annotated section 58-47b-501(3), for an employee performing massage therapy services to intentionally touch or massage, or to offer to touch or massage, or to agree to touch or massage, the specified anatomical areas of any patron as defined in Section 5.34.040;~~
4. ~~For any person to perform or attempt or offer to perform a massage without holding a current license as a massage therapist or a massage apprentice under Utah Code Title 58, Chapter 47b, or to advertise or represent themselves as practicing massage therapy when not licensed to do so;~~
5. ~~For any person to own, operate or conduct a massage therapy business, or in any other manner to engage in or perform massages without complying with the licensing requirements of this section;~~
6. ~~For any premises licensed as a massage therapy business to be used as living or sleeping quarters by employees or other persons; or~~
7. ~~For any employee performing massage services or other person employed by or allowed on the premises by the massage business to display any specified anatomical area to any customer or patron of the massage therapy business while on the premises of the massage therapy business including specified anatomical area or to engage in any specified sexual activity, as defined in Section 5.34.040, while on the premises of the massage therapy business.~~

~~The following acts are prohibited:~~

~~Alcohol. It is unlawful to serve, allow to be served, or allow to be consumed any alcoholic beverage on the licensed premises of a massage establishment during business hours or while clients are present.~~

~~Massaging Specified Anatomical Areas. It is unlawful for a massage technician, massage apprentice, or any employee of a massage establishment to massage or touch or offer to massage or touch the specified anatomical areas, as defined in Section 5.34.040, of customers.~~

~~Sexual Activity. It is unlawful for the massage technician, massage apprentice, or any customer or employee of the massage establishment, to display to any of their person any~~

~~specified anatomical area or to engage in any specified sexual activity, as defined in Section 5.34.040, while on the premises of the massage establishment.~~

**Sec 5.44.060 Penalties**

Any violation of this chapter is punishable by a Class B Misdemeanor and may result in the revocation of the business license.

**Exhibit B**

Clean Version – Chapter 5 Business Licenses (As Amended)

### **Sec 5.04.010 Definitions**

The following terms shall be defined as indicated for the purpose of this chapter:

- A. Business. Except as specifically exempted herein, the term "business" means and includes every trade, occupation, profession or activity, for the manufacture, provision, sale or exchange of goods and/or services, engaged in within the city with the object of gain or economic profit [including but not limited to the sale of agricultural produce; the provision of child care as that term is defined in Chapter 39a of Title 26 of Utah Code Annotated (1953, as amended); and any other gainful or for-profit trade, occupation, profession or activity where the city is or has not been specifically preempted from regulating and licensing the same by state or federal law—excluding, however, the acts of employees rendering service to employers.
1. When more than one type of such trade, occupation, profession or activity is engaged in at a particular location (i.e., same parcel of real property of the city), each type that requires the filing of a separate federal or state tax form or schedule shall constitute a separate business hereunder.
  2. When such trade, occupation, profession or activity is engaged in at different locations (i.e., different parcels of real property within the city limits of the city), each such location shall constitute a separate business hereunder.
- B. Charitable organization, for purposes of this chapter, shall mean and include any and all charitable organizations or entities which have been classified as tax-exempt under state law of the state and under federal law of the United States of America, and only while carrying out an act which is within the scope of such tax-exempt status and where no profit is directly or indirectly derived by any person.
- C. Employee means and includes all natural persons who work for an employer for salary or commission or wages, and who are subject to the direction and control of such employer, and who do not share the profits and losses of such employer. It includes all full-time officers of public agencies.
- D. Licensee means the person who applied for the license.
- E. Person means and includes individuals, groups of individuals, associations, partnerships, firms, corporations, or any combination thereof and the licensee or any employee or agent of the licensee.
- F. Place of business means a place maintained or occupied by the licensee for the transaction of business. It does not include a place in which goods of the licensee

are kept for storage or display only if no services are rendered, business transacted, or sales consummated at such place.

G. Responsible person means the licensee and any employee or agent of the licensee.

H. Solicitation and solicitor shall have the following meaning herein:

1. "Soliciting" or "solicitation" shall mean and include the act or instance of requesting, petitioning, and/or seeking to obtain something of commercial value, gain or economic profit, in person, by e-mail or Internet, by telephone, or otherwise.
2. "Solicitor" means any person, firm or corporation selling, soliciting or taking orders for goods, wares, merchandise, books, periodicals, subscriptions, photographs or services from location to location. Temporary use shall mean and include such uses as are proposed to exist for a relatively short period of time (as defined in the Development Code of American Fork City, Utah); provided, that such uses shall generally exist or be permitted to exist for ten days or less, and that no such uses (without council approval, upon a showing of extraordinary justifications therefor) shall exist or be permitted to exist for more than four months during a calendar year. Such uses include, but are not limited to, seasonal uses such as Christmas tree lots, firework stands, and snow cone stands, as well as bazaars, boutiques, and open-air markets (sometimes referred to as "flea markets" or "swap meets"); and shall not occur, operate, be conducted, or be allowed on public right-of-ways or properties without the express written permission of the governmental entity owning or administering the same on behalf of the public.

**Sec 5.04.020 Operating, Without License Prohibited - License Required**

1. It is unlawful for any person to engage in business in the city without first procuring the required license therefor.
2. Every person engaged in business in the city shall secure a business license from the city for such business. A separate license must be obtained for each separate business and each separate place of business maintained within the city. A business license shall be obtained by making written application for the license in the manner prescribed by the city, paying the fee required by this chapter, and satisfying all prerequisites for the issuance of the license.

**Sec 5.04.030 Exemption For Certain Businesses Grossing Three Thousand Dollars Or Less Per Year**

1. There shall be an exemption from the licensing and licensing fee requirements of this chapter for any person who is engaged in, conducting, or otherwise operating a business, as that term is defined in Section 5.04.010, where:
  1. The goods and/or services of the business are sold or provided on real property situated within the city limits; and
  2. Said real property is owned, leased or rented by the provider of the goods and/or services that are the subject of said business; and
  3. Said real property is not situated in a commercial zone; and
  4. The total gross receipts for such business are three thousand dollars or less during the calendar year.
2. It shall be the duty and responsibility of any person claiming an exemption from the licensing requirements of this chapter, on the basis of this section, to maintain accurate and complete financial records of his business; to provide competent proof that the business has not grossed in excess of three thousand dollars during the year, if questioned by city officials, representatives, or enforcement officers; and to obtain a business license hereunder if any provision of subsection A of this section is or cannot be met.
3. Notwithstanding the provisions of this section, if, due to the nature or location of the person's business, state or local law or regulation (other than the provisions of this chapter) require that a municipal business license be acquired by said person, or if said person requests that a municipal business license issue (after being informed of the exemption provided herein), then said person shall comply in all respects with the provisions of the chapter and shall pay the licensing fees required herein.
4. Notwithstanding the provisions of this section, if, due to the nature or location of the person's business, state or local law or regulation (including, for example, the requirements of the Development Code of American Fork City, Utah or other applicable state code, as they relate to home occupations) require that fire and safety inspections be conducted of the premises by city representatives prior to allowing the person's business to be conducted thereon, then the person shall be assessed and shall pay to the city, in advance.

**Sec 5.04.040 Exemptions - Governmental Entities And Charitable Organizations**

No license fee or permit shall be required under the terms of this chapter for the conducting of lectures, entertainments, concerts, fairs, exhibitions, bazaars, luncheons, dinners or dances which are conducted, given or made-by or for governmental entities or

tax-exempt charitable organizations-wholly for benevolent or charitable purposes. With respect to exemptions from business license requirements claimed hereunder, it shall be the burden of the person or entity claiming the exemption to establish that exemption.

**Sec 5.04.045 Exemptions - Solicitors**

Nothing in this chapter shall apply to any commercial solicitor or solicitation as defined in Section 5.04.010 ("Definitions"); and no license fee or permit shall be required therefor.

**Sec 5.04.050 Exemptions - Public Utilities**

Nothing in this chapter shall apply to any public utility business.

**Sec 5.04.060 Exemptions - Activities Reciprocally Licensed**

No license shall be required by the city of any person whose only business activity in the city is the mere delivery in the city of property sold by him at a regular place of business maintained by him outside the city, where:

1. Such person's business is, at the time of such delivery, licensed by the Utah municipality or county where such place of business is situated;
2. The authority licensing such business grants to licensees of this city making deliveries within its jurisdiction the same privileges, upon substantially the same terms, as are granted by this section; and
3. Neither the property delivered nor any of the facilities by which it was manufactured, produced or processed are subject to inspection by authority of this city for compliance with health or sanitary standards prescribed by this city.

**Sec 5.04.070 Exemptions Or Deferrals - When Authorized**

If any person furnishes such evidence as shall satisfy the City Administrator or his designee that he, by reason of his misfortune or physical infirmities, merits exemption from or deferral of the payment of any license fee required in this chapter, the City Administrator or designee may remit or defer all or part of such license fee.

**Sec 5.04.080 License - Issuance Conditions Generally**

All applications for licenses shall be made in writing. Upon granting of a license, the city shall issue a certificate of license which shall show the name of the licensee, the business, calling, trade or profession to be conducted, the place where the licensed business is to be conducted, giving the street number if such business is to be conducted at a fixed place, and the expiration date of the license.

### **Sec 5.04.090 License - Application - Information Required**

The application shall show:

1. The date of application;
2. The name, mailing address, email address and telephone number of the person applying for the license, the physical address, mailing address, and telephone number of the place of business; and photo identification, e-mail address, and telephone number of the individual completing the application.
3. The kind of license desired, stating the business, calling, trade or professions to be performed, practiced or carried on;
4. Proof of such applicant's compliance or qualifications under the applicable state regulatory laws and local ordinances;
5. The period of time for which the license may be issued;
6. Any other matter or thing which may be required and necessary for the purpose of enabling the city to fix the amount of license fee.

### **Sec 5.04.100 License - Application – Purpose of Bond; Claims Against Bond; Bond Requirements**

#### A. Purpose.

The bonds required under this chapter are intended to protect the public and ensure compliance with applicable city ordinances and state law governing licensed businesses. The bond secures the faithful performance of the licensee's obligations and provides a source of recovery for persons who suffer damages resulting from fraud, misrepresentation, negligence, or other unlawful acts of the licensee or the licensee's agents or employees.

#### B. Aggrieved Person Defined.

An aggrieved person means any individual or entity who sustains actual damages as a direct result of the conduct of a licensee that violates this chapter, other applicable city ordinance, or state law governing the licensed activity.

#### C. Recovery Against Bond.

Any aggrieved person may seek recovery against the bond required under this chapter for damages sustained because of conduct covered by the bond. Prior to initiating an action on the bond, the aggrieved person shall submit a written claim to the city business licensing office identifying the licensee, the nature of the alleged violation, and the damages claimed. The city may provide notice of the claim to the licensee and the surety. If

the claim is not resolved, the aggrieved person may bring an action against the bond in a court of competent jurisdiction, subject to the penal amount of the bond.

#### D. No City Liability.

The bond requirement is intended to protect the public and does not create liability on the part of the city for the acts or omissions of a licensee.

#### E. Amount of Bond.

All applicants for business licenses for the following businesses shall also be required to give bonds in favor of the city in the penal sum and for the purposes indicated. Such bonds shall be executed by corporate sureties only unless otherwise authorized by the council. No license shall be issued until the bonds required herein have been filed and approved by the corporation counsel.

1. Employment agencies and auctioneers, in the penal sum of one thousand dollars, conditioned for the faithful observance of the ordinances of the city and the payment of all damages occasioned to any person by reason of any misstatement, misrepresentation, fraud or deceit practiced by the licensee.
2. Lending moneys upon personal securities, evidence or indebtedness, assignments of salary, salary warrants or any personal property, other than banks and building and loan institutions, in the penal sum of two thousand dollars, conditioned for the faithful observance of the ordinances of the city and the laws of the state respecting money brokers, loan agencies and pawnbrokers, and with respect to interest rates chargeable.

#### F. Nonexclusive Remedy.

The remedies provided in this section are in addition to any other civil, criminal, or administrative remedies available under city ordinance or state law.

### **Sec 5.04.110 License - Application - Fee And Processing - Term**

An applicant shall, upon the filing of his application for a license, deposit with the city the appropriate fee prescribed for the business for which a license is applied. The city shall issue an interim receipt showing the receipt of such deposit. The receipt shall not be deemed to be a certificate of license. In the event the license should be refused, the money deposited shall be repaid to the applicant upon his demand. All licenses fees shall be payable annually, in advance (unless otherwise specifically provided), and shall date from the first day of January of each year and shall expire on the thirty-first day of December of each year.

#### **Sec 5.04.120 Investigation Of Applicants**

The city shall have the authority to make investigation, subpoena witnesses, and administer oaths for the purpose of determining whether or not any applicant for a license has, in fact, qualified for the issuance thereof. If any person fails or refuses to pay the amount assessed when it becomes due, the city shall proceed to enforce the collection as provided by ordinance.

#### **Sec 5.04.130 Fees - Purpose - Amount**

- A. In order to promote the general health, welfare, peace, comfort and safety of the residents of the city of American Fork, and the patrons of businesses that do business within the limits of the city, the city regulates businesses within its city limits for public safety concerns and for compliance with applicable state and local zoning, development, and fire codes, as well as building- and construction-related codes identified and adopted in Title 15 of the code of the city of American Fork, Utah. Such regulation shall include, but not be limited to, administrative, professional and nonenforcement legal services of city personnel rendered in connection with the regulation of businesses, the issuance of business licenses, and questions and issues that arise in connection therewith; business-related clerical record keeping by city personnel; fire and safety code inspections by authorized city representatives prior to the issuance of a business' first business license and at least once every three years thereafter; such law enforcement investigations as may be deemed necessary and proper, or as otherwise required by law or ordinance. No business license for a particular business shall issue until the required city inspections (and any required adjustments and/or repairs made as a result thereof) and required administrative and clerical work of city personnel are completed.
- B. For the purpose of such regulation and to defray the cost of municipal services provided and associated therewith, an annual license fee shall be levied and assessed for the privilege of engaging in any business in the city during any calendar year or part thereof, pursuant to the licensing fee schedule determined by the city council and set by resolution.
- C. A business license issued under this chapter constitutes a license to permit a licensee to conduct a specific business at a specific location within the city limits of the city.

#### **Sec 5.04.140 Fees**

Except as otherwise provided in this Chapter, every person engaged in business in the City shall obtain a business license and pay an annual license fee as shown on the Consolidated Fee Schedule adopted by the American Fork City Council.

**Sec 5.04.150 Fees - Multiple Businesses**

Except as may be otherwise specifically provided in this chapter, whenever more than one business is being conducted by one licensee under one roof or on the same parcel of real property (hereinafter referred to as "on the premises"), at the time of application of such businesses, such licensee shall for all of such businesses conducted pay only one license fee pursuant to the licensing fee schedule determined by the city council and set by resolution.

**Sec 5.04.160 Fees - New Businesses**

The license fee for a new business shall be due and payable upon approval of the business license, and no business license shall be issued or become effective until the required fee has been paid in full.

**Sec 5.04.170 Denial of a New Business License Application – Appeal**

- A. A new business license application may be denied if the application does not meet the requirements of this chapter, applicable state law, rules, or regulations.
- B. A new business license denial may be appealed to the City Administrator or his designee following the procedures outlined in Sections 5.04.250. An appeal must be filed no later than ten (10) business days after the denial is issued.

**Sec 5.04.180 Fees - Late Payment - Penalty**

1. For purposes of this section only, a "licensee" is one who had a business license for a specific business during the prior calendar year, and has not yet renewed the business license or indicated that he or she is no longer in business; or one who did not have a business license for a specific business during the prior calendar year and who is in business without a business license.
2. If any license fee is not paid within thirty days of the due date, the account shall be considered delinquent, and a late fee (administrative penalty) of fifteen dollars shall be assessed and added to the original amount thereof; provided, that where no business license has previously issued for the business being conducted, there shall be assessed an additional administrative penalty of fifty dollars for engaging in business without the required license. These administrative penalties are and shall be in addition to any civil or criminal penalty that may be assessed by a court of law for the violation of this chapter.
3. A written notice shall be sent via regular mail, postage-prepaid, to the licensee advising the licensee of (1) the purported delinquent status of the account, (2) the enhanced amount then due and owing, (3) the fact that the licensee may dispute

the existence of such delinquency within thirty days of the date of the letter, (4) the fact that it is illegal to conduct business until the alleged delinquency is cured in full, and (5) the fact that, if the account is not cured within thirty days of the date of written notice, the account may be turned over to the city attorney for action.

4. If the license fee and administrative fee or fees are not paid within thirty days following the mailing of the above written notice, the account may immediately be turned over to the city attorney for action thereon.
5. Reasonable attorney fees and legal costs incurred by or otherwise associated with the enforcement of this chapter, against a delinquent licensee, shall be assessed and added to the amount due and owing to the city, whether or not judicial action is commenced to enforce the collection thereof.
6. All penalties provided for in this section shall be collected by the city and payment thereof enforced in the same manner as the license fees are collected and payment thereof enforced.
7. No license shall be issued until all penalties legally assessed have been paid in full.

#### **Sec 5.04.190 Delinquency - City Remedies**

If any person subject to license under any ordinance of the city fails, refuses or neglects to file his application for the license and/or to pay the license fee or fees provided by ordinance within the time prescribed by ordinance, the city shall determine the amount of the license fee or fees due from any information which may be available, and such determination shall be prima facie correct. The city shall thereupon proceed to collect such license fee or fees by all lawful means, including but not limited to a suit for damages and/or injunctive relief. Such lawful means are in addition to any administrative remedy and/or criminal sanctions provided for under this chapter.

#### **Sec 5.04.200 Fees - Deemed Debt To City - Collection**

Every license fee or assessment levied by any ordinance of the city, and all interest accruing thereon after the date of delinquency, and all penalties levied or assessed thereon by any ordinance of the city for failure to pay the same within the time required, constitute a debt to the city, and the city may maintain an action to recover the same and all costs associated therewith, including a reasonable attorney's fee, in any court of competent jurisdiction, which remedy shall be in addition to any and all other remedies which may be provided.

#### **Sec 5.04.210 Rebates Not Allowed - Exceptions**

No rebate shall be allowed upon any license, unless the licensee or business thereof has been damaged by fire or other unavoidable accident. In all such cases, the council shall have discretionary power as to what amount, if any, shall be rebated.

**Sec 5.04.220 Revocation, Suspension, Or Denial To Renew - Conditions**

All licenses which have been issued or which may hereafter be issued by the city shall be subject to revocation, suspension, or a denial to renew as hereinafter provided. A revocation or suspension of a license may occur notwithstanding the fact that the license has not yet expired; and no refund or rebate of previously-paid license fees for said license shall be required.

**Sec 5.04.230 Revocation, Suspension, Or Denial To Renew**

The City may suspend, revoke, or deny renewal of any license issued under this chapter for a violation of any provision of this chapter by the licensee.

**Sec 5.04.240 Revocation, Suspension, Or Denial To Renew – Show Cause Hearing Required**

Written notice of the revocation, suspension or renewal denial hearing shall be served at least ten (10) working days prior to the date thereof upon the licensee at the address listed on the application and at the physical location of the business. Such notice shall state the grounds of complaint against the licensee and the time and place where the hearing shall be held. The licensee shall have the right to appear and respond to any allegations made and to present reasons why the license should not be suspended, revoked, or denied renewal (with or without conditions). The City Administrator or designee shall conduct the hearing as set forth in Section 5.04.250.

**Sec 5.04.250 Revocation, Suspension Or Denial To Renew/ Appeal of New Business License Fee Denial - Grounds**

A. A business license may be revoked, suspended or not renewed if after the show cause hearing, the City Administrator or designee determines that the public interests are best served by the revocation, suspension, or nonrenewal because the licensee has:

1. Failed to comply with the Development Code.
2. Failed to comply with the Uniform Building Code.
3. Failed to comply with applicable state or federal laws, rules or regulations.
4. Failed to comply with codes of professional ethics for the licensee's particular profession.
5. Been convicted of a crime involving moral turpitude; or has admitted to (or been convicted of) conduct which is tantamount to violating laws relating to

the sale, display and/or distribution of pornographic materials, alcohol, tobacco, or controlled substances.

6. Failed to otherwise comply with one or more requirements of this Chapter;
7. Failed, in three or more previous calendar years, to pay for and acquire a business license in a timely manner (i.e., before it is delinquent).
8. Falsified the business license application.
9. Failed to comply with any other applicable code, rule, regulation, ordinance or law.
10. Upon recommendation from any city department and for good cause shown.

**B. Show Cause Hearing.**

1. The City Administrator or designee shall hear and determine all suspensions, revocations or nonrenewal of licenses and new business license appeal denials. No license shall be revoked, suspended, denied renewal until a show-cause hearing has been held. Written notice of such hearing shall be served at least ten (10) working days prior to the date thereof upon the licensee or its agent as designated in its application and at the physical location of the business. Such notice shall state the grounds of complaint against the licensee and the time and place where the hearing shall be held. The licensee shall have the right to appear and respond to any allegations made and to present reasons why the license should not be suspended or revoked.

2. Formal rules of evidence and court procedure shall not apply. Because the hearings are administrative in nature, hearsay is admissible, but evidence must have some probative weight and reliability to be admitted. The standard of proof shall be a preponderance of the evidence. Show-cause hearings shall be conducted informally. Witnesses may be sworn, although it is not necessary. Formal rules of evidence and court procedure shall not apply.

3. In the event that the licensee fails, neglects or refuses to appear at the hour and date set for such hearing, the City Administrator or designee may proceed to determine the matter in the absence of the licensee, or may, in its sole discretion, continue the date of such hearing to some later date, and at the later date proceed to act on the matter without further notice to the licensee.

**Sec 5.04.260 Revocation - No Refund Or Rebate Of Fees**

In the event of revocation as provided in this chapter, there shall be no refund or rebate of any part of the original license fee paid by the licensee.

**Sec 5.04.270 Reserve**

**Sec 5.04.280 Carrying On Business Without License Deemed Misdemeanor**

It is unlawful for any person to carry on, conduct or operate any business, trade or profession for which a city license is required, after such person's license has been revoked or cancelled, suspended, or denied renewal, in accordance with the provisions of this chapter; and any person, firm, partnership, association, joint venture, or corporation violating the provisions of this section shall be guilty of a misdemeanor, and shall be punished as provided in this chapter.

**Sec 5.04.290 Inspection - Display Of License - Police Officer And Building Inspector Powers**

All police officers and building inspectors, and any officer or employee designated as "enforcement officers" of the city, are appointed inspectors of licenses, and shall examine all places of business required to obtain business licenses. The business license shall be displayed in a visible and conspicuous place during all business hours. Such license inspectors shall report to the Development Services Director all businesses or persons that have failed to obtain business licenses as required by this chapter.

**Sec 5.04.300 Inspection - Complaint Filing Required**

It shall be the duty of all license inspectors to cause complaints to be filed with the Development Services Department against all persons violating any of the provisions of this chapter.

**Sec 5.04.310 Inspection - Right Of Entry**

All license inspectors, in the discharge and performance of their official duties, shall have and exercise the power to enter free of charge during business hours any place of business for which a license is required by this chapter, and to demand the exhibition of a current license from any person or persons engaged or employed in the transaction of such business; and if such person or persons shall then and there fail to exhibit such license, such person or persons shall be liable for the penalty provided for violation of this chapter.

**Sec 5.04.320 Violation - Penalty**

A. Any person—including the responsible person(s) or licensee of a business in the city limits of American Fork, Utah—violating any of the provisions of this chapter shall be guilty of a Class B misdemeanor and, upon conviction, shall be punished by a fine of up to one thousand dollars, or by a term of imprisonment up to six months, or by both such fine and term of imprisonment and may result in revocation or suspension of the business license.

B. Only police officers may issue criminal citations for violations of this chapter.

### **Sec 5.42.030 Application**

Applications shall contain such information as the license official shall from time to time require, including the location of the short-term rental property, the number of bedrooms contained in such property, the number of persons to be accommodated, the licensee's Utah state-issued identification, and a telephone number for which a responsible party may be reached 24 hours a day 7 days a week.

### **Sec 5.44.010 Business License Required**

It shall be unlawful for any person to carry on or conduct the business of massage or for any individual or employee of licensee to practice or engage the business of massage in the city without first obtaining a city business license, as provided in Chapter 5.04.

### **Sec 5.44.020 State License Required**

It shall be unlawful for any person, individual or employee to practice or engage in the business of massage in the city without first being licensed by the state.

### **Sec 5.44.030 Application**

A. Applications shall contain such information as the license official shall from time to time require, including, but not limited to:

1. The location of the business, the name of the business owner and each employee and copy of legal identification (drivers license, passport, or other identification deemed acceptable by the city).

2. The name and DOPL license number of each employee providing massage service, and a responsible party that may be reached during business hours.

3. A written description of all criminal convictions the applicant or individual completing the application has had within the previous five years for crimes involving a felony, theft, fraud, deceit, misrepresentation, false statements, dishonesty, prostitution, sexual solicitation or other crimes involving moral turpitude.

4. The findings of a background check on the applicant or the individual completing the application conducted by the Utah Bureau of Criminal Investigations ("BCI") within the last 60 days and the results of a comparable background check from the applicant's state of permanent residency (if different) conducted within the previous 180 days.

5. A list of the names and addresses of all other massage establishments which the applicant currently operates or has operated in the previous five years and a statement as to whether the applicant has ever had a license to operate a massage establishment revoked or suspended and the full reasons for such revocation or suspension.

6. Proof that all persons who will perform massages at the proposed massage establishment are licensed to do so by the state of Utah.

**Sec 5.44.040 Change Of Information**

Any change in the information required to be submitted under this chapter, including the name and DOPL license number of each employee providing massage services, shall be filed, in writing, with the Development Services Department within 14 days of such change.

**Sec 5.44.050 Additional Grounds for Denial, Suspension or Revocation**

A. In addition to the grounds for denial, suspension or revocation of a business license in section 5.04.250, a business license for a massage therapy business may be denied, suspended or revoked if:

1. Any person has been convicted of a crime within the previous five years involving a felony, theft, fraud, deceit, misrepresentation, false statements, dishonesty, prostitution, sexual solicitation, or other crimes involving moral turpitude or if the applicant has had a license to operate a massage establishment suspended or revoked in the previous five years in any jurisdiction.

2. Additional grounds for the suspension or revocation of massage therapy business license include:

- a. The massage therapy business has been operated or maintained contrary to state statute or City ordinance;
- b. Any employee of a massage establishment has performed or offered to perform massage contrary to state statute or City ordinance; or
- c. Any violation of this section committed by an employee of the massage establishment.

B. Suspensions or revocations of a massage establishment license shall be conducted in accordance with section 5.04.250 of the American Fork City Code.

C. No License to be Issued at Same Location Where Three or More Violations Have Occurred for One Year. If the City Administrator or designee has suspended or revoked any massage therapy business license as provided for herein and the City Administrator or designee finds that at least three separate violations of this section have occurred (based on a preponderance of the evidence) at a particular massage therapy business within any rolling twelve month period, no application for a massage therapy business license shall be accepted or approved for the same location for a period of one year after the date of the suspension or revocation.

D. Display of Licenses.

1. Every massage therapy business licensed under this section shall prominently display in the establishment all licenses required to be displayed by Utah Code section 58-47b-301 and all licenses required and issued under this section.

2. All employees who perform massage therapy services, while on the premises of a licensed massage therapy business shall maintain in their possession or immediate presence their state license and shall provide proof of such license and valid government-issued personal photo identification upon request of any law enforcement or code enforcement official as well as to any person to whom the employee has provided or offered to provide a massage.

G. Prohibited Acts. It is unlawful:

1. For an employee providing massage therapy services to permit, to offer or agree to permit, or to cause a business patron to administer a massage, or a bath to any person;

2. To serve, store, or allow to be served, or allow to be consumed, any alcoholic beverage on the licensed premises of a massage establishment;

3. Subject to Utah Code Annotated section 58-47b-501(3), for an employee performing massage therapy services to intentionally touch or massage, or to offer to touch or massage, or to agree to touch or massage, the specified anatomical areas of any patron as defined in Section 5.34.040;

4. For any person to perform or attempt or offer to perform a massage without holding a current license as a massage therapist or a massage apprentice under Utah Code Title 58, Chapter 47b, or to advertise or represent themselves as practicing massage therapy when not licensed to do so;

5. For any person to own, operate or conduct a massage therapy business, or in any other manner to engage in or perform massages without complying with the licensing requirements of this section;

6. For any premises licensed as a massage therapy business to be used as living or sleeping quarters by employees or other persons; or

7. For any employee performing massage services or other person employed by or allowed on the premises by the massage business to display any specified anatomical area to any customer or patron of the massage therapy business while on the premises of the massage therapy business including specified anatomical

area or to engage in any specified sexual activity, as defined in Section 5.34.040, while on the premises of the massage therapy business.

**Sec 5.44.060 Penalties**

Any violation of this chapter is punishable by a Class B Misdemeanor and may result in the revocation of the business license.



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

Department Recorder Director Approval Terilyn Lurker

**AGENDA ITEM** Review and action on a resolution declaring certain real property to be surplus property and authorizing the disposition of the property to the Utah Department of Transportation.

**SUMMARY RECOMMENDATION**

Staff would recommend approval.

**BACKGROUND**

This property was the subject of the public hearing at the start of the meeting. This property is proposed to be declared surplus and authorize the disposition of the property to UDOT.

**BUDGET IMPACT**

N/A

**SUGGESTED MOTION**

Move to adopt the resolution declaring real property to be surplus and authorizing the disposition of the property to UDOT.

**SUPPORTING DOCUMENTS**

03.24.26 Surplus Property - 700 West 900 South (PDF)

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

**A RESOLUTION OF THE AMERICAN FORK CITY COUNCIL DECLARING CERTAIN REAL PROPERTY TO BE SURPLUS PROPERTY; AUTHORIZING THE DISPOSITION OR EXCHANGE OF THE PROPERTY TO THE UTAH DEPARTMENT OF TRANSPORTATION; AND AUTHORIZING THE MAYOR TO EXECUTE RELATED DOCUMENTS.**

**RECITALS**

WHEREAS American Fork City (“City”) owns certain real property located within the City, approximately located at 700 West and 800 South more particularly described below:

<b>Tax ID #</b>	<b>Zone</b>	<b>Use</b>	<b>Acreage</b>
34:797:0002	Public Facilities	Vacant	0.56
34:798:0002	Public Facilities	Vacant	7.37
34:799:0002	Public Facilities	Vacant	0.56

and in Exhibit A attached hereto (the “Property”); and

WHEREAS, the City Council has reviewed the Property and determined that the Property is no longer needed for municipal purposes; and

WHEREAS, the City Council finds that the Property constitutes a “significant parcel of real property” as defined in American Fork City Code §3.32.020 because it exceeds five thousand (5,000) square feet in area and/or has an estimated value exceeding ten thousand dollars (\$10,000); and

WHEREAS, pursuant to American Fork City Code §3.32.020, the City Council may declare a significant parcel of city-owned real property to be surplus and authorize its disposition; and

WHEREAS, reasonable notice of the proposed disposition was provided at least fourteen (14) days prior to the City Council meeting at which the matter was considered; and

WHEREAS, the City Council provided an opportunity for public comment regarding the proposed disposition at a duly noticed public meeting of the American Fork City Council on March 24, 2026; and

WHEREAS, the Utah Department of Transportation (“UDOT”) requires certain property interests for transportation improvements and related infrastructure that serve the public interest; and

WHEREAS, the City Council finds that disposing of the Property to UDOT will facilitate transportation improvements and constitutes a public benefit; and

Attachment: 03.24.26 Surplus Property - 700 West 900 South (Surplus Property - 700 West 800 South)

WHEREAS, pursuant to American Fork City Code §3.32.020, the City may dispose of surplus real property by sale, trade, lease, sublease, exchange, or other means deemed to be in the best interests of the City.

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

### **Section 1**

#### **Declaration of Surplus Property**

The Property is hereby declared to be surplus property of American Fork City pursuant to American Fork City Code §3.32.020.

### **Section 2**

#### **Authorization of Disposal**

The City Council authorizes the sale, conveyance, exchange, or transfer of property interests in the Property to the Utah Department of Transportation, upon terms determined to be reasonable and in the best interests of the City.

### **Section 3**

#### **Public Purpose**

The City Council finds that the disposition of the Property to UDOT facilitates transportation improvements and serves a public purpose and public benefit.

### **Section 4**

#### **Authorization to Execute Documents**

The Mayor, with the assistance of the City Attorney and City staff, is authorized to execute and deliver any deeds, easements, agreements, or other documents necessary to effectuate the disposition authorized by this Resolution.

### **Section 5**

#### **Severability**

If any provision of this Resolution is determined to be invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

### **Section 6**

#### **Effective Date**

This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** by the City Council of American Fork City, Utah, this 24th day of March, 2026.

**AMERICAN FORK CITY**

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

ATTEST:

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

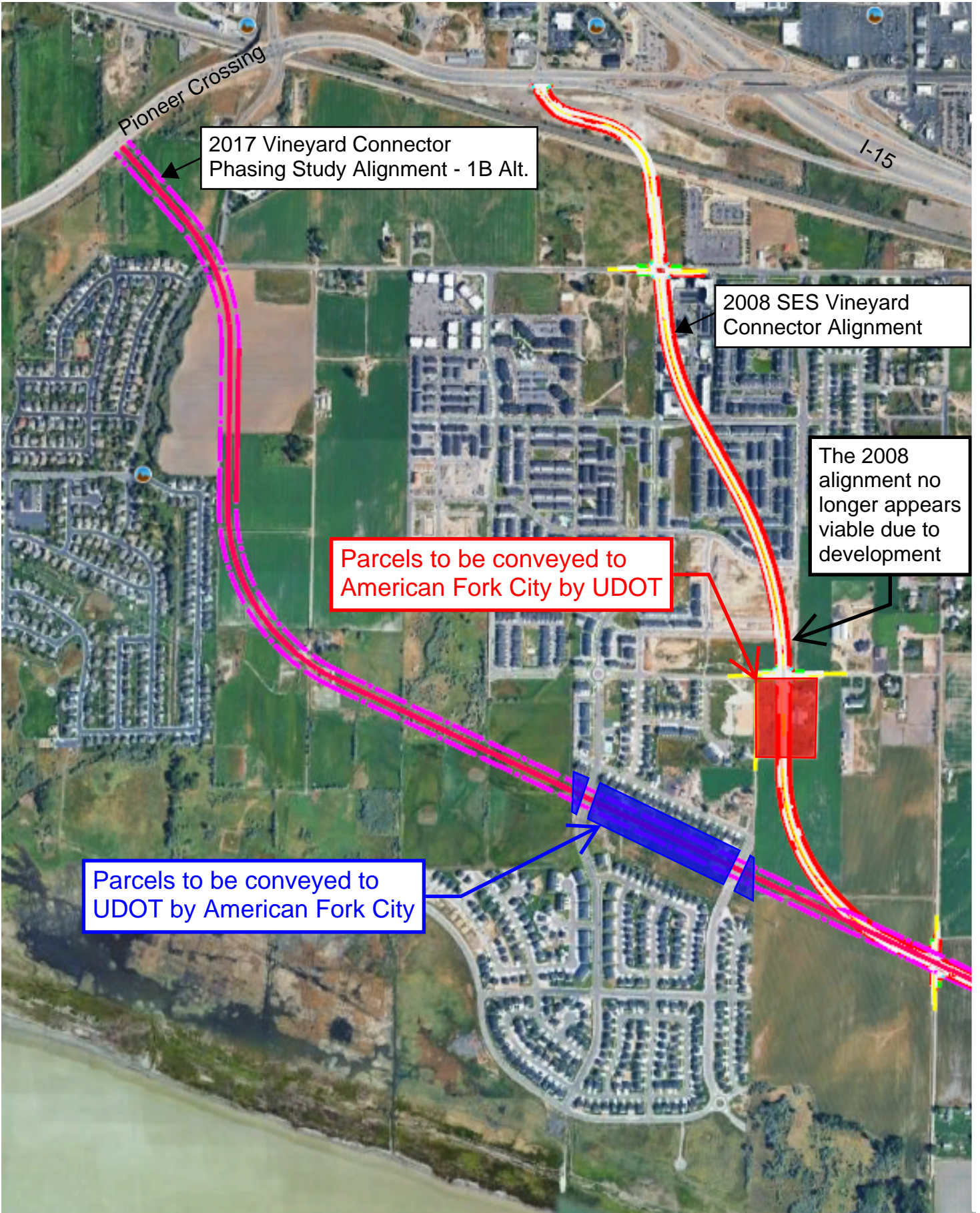
Attachment: 03.24.26 Surplus Property - 700 West 900 South (Surplus Property - 700 West 800 South)

**EXHIBIT A**

Legal Description/Visual Depiction

Attachment: 03.24.26 Surplus Property - 700 West 900 South (Surplus Property - 700 West 800 South)

# American Fork City Parcel Exchange - Location Map



Attachment: 03.24.26 Surplus Property - 700 West 900 South (Surplus Property - 700 West 800 South)



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

Department Recorder Director Approval Terilyn Lurker

**AGENDA ITEM** Review and action on an agreement with Cedar Hills for public safety services.

**SUMMARY RECOMMENDATION**

Staff would recommend approval of the agreement.

**BACKGROUND**

American Fork City currently provides Cedar Hills with public safety services. The city has provided law enforcement services since 1998, and in 2019, the city entered into an agreement to provide both law enforcement and Fire/EMS services for Cedar Hills. This agreement will continue the relationship between the cities related to public safety services.

**BUDGET IMPACT**

See agreement.

**SUGGESTED MOTION**

Move to approve the public safety services agreement between American Fork City and Cedar Hills and authorize the city to sign the necessary documents.

**SUPPORTING DOCUMENTS**

Cedar Hills Public Safety agreement (DOCX)

## PUBLIC SAFETY SERVICE AGREEMENT

This Public Safety Service Agreement ("Agreement") is entered into between **AMERICAN FORK CITY** ("American Fork"), a Utah Municipal Corporation, with an office located at 51 East Main Street, American Fork, Utah, 84003, and the **CITY OF CEDAR HILLS** ("Cedar Hills"), a Utah Municipal Corporation, with an office located at 10246 N Canyon Road, Cedar Hills, Utah 84062.

### RECITALS

**WHEREAS**, American Fork has provided law enforcement services to Cedar Hills under an Interlocal Cooperative Agreement dated October 28, 1998, and its subsequent amendments ("1998 Agreement");

**WHEREAS**, American Fork desires to continue providing law enforcement and animal control services to Cedar Hills; and

**WHEREAS**, American Fork has provided fire and EMS services to Cedar Hills since 2019; and

**WHEREAS**, the parties wish to continue their relationship related to public safety services.

### AGREEMENT TERMS

**NOW, THEREFORE**, in consideration of the mutual covenants, warranties, representations, and conditions herein and for other good and valuable consideration, American Fork and Cedar Hills hereby covenant and agree as follows:

#### 1. Services Provided

- 1.1 American Fork agrees to provide all necessary and reasonable law enforcement services, animal control services, fire services and EMS services to Cedar Hills for the Term of this Agreement as set forth herein
- 1.2 American Fork will handle all police matters in Cedar Hills, including but not limited to providing Cedar Hills with access to any police reports and animal control reports pertinent to Cedar Hills; assuming all municipal law enforcement and animal control duties within the territorial and/or jurisdictional limits of Cedar Hills; providing preventative patrol and investigative services and NOVA instruction; and other related services pursuant to established practice.
- 1.3 American Fork will handle all fire and EMS service calls in Cedar Hills, including but not limited to fire suppression, fire prevention, fire education, specialized responses and shall provide Cedar Hills with access to any fire and EMS reports and documents pertinent to Cedar Hills; assume all fire and EMS services within the territorial and/or jurisdictional limits of Cedar Hills; and other related services pursuant to standard practice.

## 2. Term of Agreement

- 2.1 The term of this Agreement shall be for five (5) years, beginning July 1, 2025 and ending June 30, 2030. Following the initial five-year term, the Agreement will automatically renew every 12 months unless written notice is given by either party no later than 180 days prior to the renewal date. The notice shall state the party's intent to terminate this Agreement. The first renewal date following the execution of this Agreement shall be July 1, 2030 and subsequent renewal dates shall fall on the first day of each fiscal year thereafter (July 1, 2031, then July 1, 2032, etc.) for a period of 10 years.

## 3. Public Safety Services Costs

- 3.1 FY 2025: In exchange for the services of the American Fork Fire and Rescue Department, Cedar Hills agrees to pay to American Fork an annual amount of \$1,199,184.00 for fiscal year 2025. Said annual amount shall be paid in equal monthly installments of \$99,932.00 no later than the 15<sup>th</sup> of each month, beginning July 15, 2024.
- 3.1.1 Following fiscal year 2025, in exchange for the services of the American Fork Fire and Rescue Department, Cedar Hills will pay American Fork a baseline annual contract amount of \$1,265,139 per year (the "Baseline Fire Contract Amount"). Beginning on July 1, 2026 (the start of fiscal year 2027), the Baseline Fire Contract Amount will increase annually by 2% more than the average national 12-month Consumer Price Index, United States Average for All Urban Consumers ("CPI") for the previous calendar year, as calculated by the U.S. Bureau of Labor Statistic and published on its official government website. For example, if the average national 12-month CPI-U for the calendar year 2025 is 2.7% (as represented on the U.S. Bureau of Labor Statistic's official website), then, beginning in July 1, 2026, the Baseline Fire Contract Amount will be increased by 4.7% (2% more than the 2.7% CPI for 2025) for fiscal year 2027. This increase of the Baseline Fire Contract Amount will occur annually beginning on July 1 of each year, and continuing through the term of this Agreement. In the event that the Agreement is renewed pursuant to Section 2.1 above, the annual increase of the Baseline Fire Contract Amount will continue to occur for each year that the Agreement is renewed. The Baseline Fire Contract Amount (and any increases thereto) shall be paid in equal monthly installments, which installment payments will be made no later than the 15<sup>th</sup> of each month.
- 3.2 FY 2025: In exchange for the services of American Fork Police Department, Cedar Hills agrees to pay to American Fork and annual amount of \$990,000.00 ("Police Contract Amount"), to be paid in equal monthly installments of \$82,500.00 no later than the 15<sup>th</sup> of each month, beginning July 15, 2024.
- 3.2.1 Following fiscal year 2025, in exchange for the services of the American Fork Police Department, Cedar Hills will pay American Fork a baseline contract amount of \$1,044,450 per year (the "Baseline Police Contract Amount"). Beginning on July 1, 2026 (the start of fiscal year 2027), the Baseline Police Contract Amount will increase annually by 2% more than the average national 12-month Consumer Price Index, United States Average for All Urban Consumers ("CPI") for the previous year, as calculated by the U.S. Bureau of Labor Statistic and published on its official government website. For example, if the average national 12-month CPI for the calendar year 2025 is 2.7% (as represented

on the U.S. Bureau of Labor Statistic's official website), then, beginning in July 1, 2026, the Baseline Police Contract Amount will be increased by 4.7% (2% more than the 2.7% CPI for 2025) for fiscal year 2027. This increase of the Baseline Police Contract Amount will occur annually beginning on July 1 of each year, and continuing through the term of this Agreement. In the event that the Agreement is renewed pursuant to Section 2.1 above, the annual increase of the Baseline Police Contract Amount will continue to occur for each year that the Agreement is renewed. The Baseline Fire Contract Amount (and any increases thereto) shall be paid in equal monthly installments, which installment payments will be made no later than the 15<sup>th</sup> of each month.

#### 4. Status as Independent Contractor

- 4.1 The parties enter into this Agreement at arms' length. American Fork shall at all times be considered an independent contractor for all purposes under this Agreement, including the performance of all responsibilities identified under Section 1. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership or employer/employee relationship between the parties.
- 4.2 Neither party shall hold itself out as the representative or agent of the other party. Neither party has the right to exercise any control over the other party, its employees, its Officers or its agents, and neither party shall seek such right. American Fork, its employees, and Officers assigned to Cedar Hills shall not be deemed employees or joint employees of Cedar Hills for any purpose. American Fork retains the sole right and authority to recruit, hire, promote, discipline, demote, discharge, determine rates of pay for, establish the terms and conditions of employment of, and/or to direct and control the manner in which its employees and Officers discharge their professional and work duties.
- 4.3 American Fork is responsible for instructing and training its Officers and public safety employees consistent with this Agreement and industry standards. American Fork shall ensure that its Officers and public safety employees receive regular instruction and training, pursuant with industry standards in public safety and best practices. American Fork shall be solely responsible for all employee wages, timesheets, payroll deductions, federal and state taxes, unemployment compensation contributions, social security taxes, and benefits of its employees and Officers. Neither party nor its employees, agents or Officers are entitled to receive any benefits, including but not limited to salary, vacation pay, sick leave, retirement benefits, social security, workers' compensation, health, disability and unemployment that the other party may provide to its employees. It is understood that Cedar Hills will not provide and shall not be responsible for worker's compensation coverage for American Fork or any Officer or public safety employee. Responsibility for providing such coverage remains solely with American Fork. When rendering Services at the Facilities, Officers and public safety employees act solely as the agents of American Fork.

#### 5. Screening and Qualifications of Officers

American Fork warrants and represents that each Officer and public safety employee who shall provide services under this Agreement shall meet all requirements for service as a law enforcement officer, public safety officer, or fire, rescue, animal control, or medical officer in the state, county, and/or municipality where he or she will be assigned, is fully licensed in the state where he or she will be assigned, and is in good standing in all states in which the Officer or employee is licensed.

## 6. Operational Performance Reporting

American Fork shall submit an Operational Performance Report (OPR) in writing on a monthly basis. In addition, an oral report may be given in a public meeting to the City Council at the request of Cedar Hills. The OPR shall include call metrics, service reports, arrests, traffic enforcement by type, critical call response times, animal control calls, citizen contacts, major incident summaries, total calls for service, and operational updates. The report will also detail enhanced service requests which require temporary, short-term increases in personnel or resources such as additional patrols or targeted enforcement measures at locations throughout the city including parks, crosswalks, city facilities, golf course, or other identified locations.

## 7. Legal Compliance

American Fork represents and warrants that it has secured and shall maintain all required licenses, permits and certificates applicable to its activities and obligations, and its Officers and public safety employees shall comply with any and all federal, state and local laws, regulations and ordinances related to the terms of this Agreement. American Fork warrants that it shall comply with all federal, state and local laws, ordinances, statutes, rules and regulations governing the employment of its workers. American Fork warrants specifically that it shall be responsible exclusively for, and, in accordance with the law, shall pay to its employees and Officers all compensation, salary and any other remuneration due in connection with Services performed by them under this Agreement. If American Fork materially breaches this section due to a finding by a court or governmental authority, Cedar Hills may, in addition to other remedies, in its sole discretion, terminate this Agreement immediately. Cedar Hills warrants that it shall not restrict, hinder, or delay American Fork in its duty to comply with all federal, state and local laws, ordinances, statutes, rules and regulations.

## 8. Release of Liability and Indemnification

Neither party hereto shall be liable for any damages proximately resulting from the negligence or wrongful acts or omissions of the other party or the other party's employees or agents in the performance of this Agreement. American Fork agrees to defend, indemnify and hold harmless Cedar Hills, and its employees, officials and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees and costs, arising out of the American Fork's negligence or American Fork's performance. At all relevant times, American Fork will ensure that Cedar Hills is listed as an additional insured with American Fork insurance policy and carrier. American Fork agrees this indemnity obligation shall survive the completion or termination of this Agreement. Cedar Hills agrees to defend, indemnify and hold harmless American Fork, and its employees, officials and agents, for any claims related to the interpretation of or challenges to the validity of Cedar Hill's ordinances, or negligence of Cedar Hills, its employees, officials and agents acting separately or independently from American Fork in Cedar Hills performance of this Agreement. Cedar Hills agrees this indemnity obligation shall survive the completion or termination of this Agreement.

## 9. Non-exclusivity

This Agreement is non-exclusive between the parties. Each party has the right to enter into similar relationships with any other entities.

## 10. No Third-Party Beneficiaries

Nothing in this Agreement is intended to or shall be deemed to confer any rights upon any person who is not a party hereto, including any Officer.

## 11. Assignment

This Agreement shall inure to the benefit of the parties' respective successors, heirs, and assigns.

**12. Headings**

The headings of this Agreement are for convenience only and shall not be interpreted to limit or affect in any way the meaning of the language contained in this Agreement.

**13. Governing Law**

This Agreement shall be subject to and interpreted under the laws of the State of Utah.

**14. Severability of Provisions**

In the event any one or more of the provisions of this Agreement is invalid or otherwise unenforceable, that provision shall be enforced to the fullest extent permitted by law, and the enforceability of the remaining provisions shall be unimpaired.

**15. Integration of Previous Agreements**

This Agreement is the complete understanding of the parties with respect to its subject matter and supersedes any and all prior oral or written communications, agreements, understandings, or representations relating to the same.

**16. Waiver**

The waiver of any breach of any provision of this Agreement shall be effective only in the specific instance and for the specific purpose for which given and shall not be construed as a waiver of any subsequent breach hereof.

\*\*\*Signature page follows\*\*\*

IN WITNESS WHEREOF, the parties so named cause this Agreement to be executed themselves or by their duly authorized representatives on the dates set forth below and specify the Agreement to be effective on the date this Agreement is executed.

AMERICAN FORK CITY:

CITY OF CEDAR HILLS:

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

\_\_\_\_\_  
Denise Andersen, Mayor

Date:

Date:

Attest:

Attest:

\_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Heather Schriever  
City Attorney

\_\_\_\_\_  
Hyrum Bosserman  
City Attorney

Attachment: Cedar Hills Public Safety agreement (Cedar Hills Public Safety Service Agreement - 2026)