



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 10, 2026, in the American Fork City Hall, 31 North Church Street, commencing at 7:00 p.m. The agenda shall be as follows:

PUBLIC HEARING

1. Receiving public comments on the vacation of a portion of a trail easement at 300 East 1700 South.

REGULAR SESSION

1. Pledge of Allegiance; Invocation by Council Member John; roll call.
2. Swearing-in of David Gonzalez as an American Fork Police Officer.
3. Swearing-in of Brandon Mason as an American Fork Police Officer.
4. Twenty-minute public comment period - limited to two minutes per person.
5. City Administrator's Report
6. Council Reports
7. 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 19/20, 2026, budget workshop minutes.
2. Approval of the February 24, 2026, city council minutes.
3. Approval of the authorization to release the Improvements Durability Retainer of \$3,530.60 for Children's Justice Center, located at 96 South 100 East.
4. Approval of the authorization to release the Improvements Durability Retainer of \$4,737.27 for Kaleb Thompson Dental, located at 332 South 500 East.
5. Approval of the authorization to release the Improvements Durability Retainer of \$459,516.00 for Deer Park Phase 3, located at 51 East 1100 South.
6. Ratification of city payments (February 18, 2026, to March 3, 2026) and approval of purchase requests over \$50,000.

ACTION ITEMS

1. Review and action on the appointment of Dave Anderson to the Audit Committee.
2. Review and action on accepting the conveyance of a Storm Drain Easement for the Navarro Home for the property located at 247 East 700 North.
3. Review and action on accepting the conveyance of a River Access Easement for Monument Health for the property located at 350 East 300 North.

4. Review and action on ordinance approving the partial vacation of a Trail Easement for Climb Concrete for the property located at 300 East 1700 South.
5. 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.
6. Review and action on acceptance of the withdrawal of application for the Harbor Road Plat E annexation.
7. Review and action on a resolution regarding American Fork Irrigation shareholder discount agreements and long-term rental agreements.
8. Adjournment.

Dated this 5th day of March 2026.

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 10, 2026**

Department Public Works Director Approval Sam Kelly

AGENDA ITEM Consideration regarding authorization to release the Improvements Durability Retainer of \$3,530.60 for Children's Justice Center, located at 96 South 100 East.

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

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

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

SUGGESTED MOTION Move to authorize the City Engineer to issue documents and/or payments to release the Improvements Durability Retainer of \$3,530.60 for Children's Justice Center. 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

Children's Justice Center warranty bond release for City Council 3-10-26 (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 CHILDREN'S JUSTICE CENTER pursuant to the terms of Section 17.9.100 and 17.9.403 of the City Development Code, and pursuant to the recommendation of staff and the receipt of reports, documents, and other correspondence. The City Council finds that the quality of construction and materials have endured without evidence of unusual depreciation, wear, non-conformance to City standards, or need for remedial action.

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

Amount Released: \$3,530.60

PASSED THIS 10 DAY OF MARCH 2026

City Representative, American Fork City

ATTEST:

Terilyn Lurker, City Recorder



BOND RELEASE REQUEST

Development Name: Children's Justice Center - Addition/Remodel

Development Address: 96 S 100 E American Fork, UT 84003

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

Partial Improvement Assurance Release

Final Improvement Assurance Release

Improvement Warranty Release (10% Durability Release)

Inspector Use Only
Complete?

Description of Item	Quantity	Units	Unit Price	Total	Yes/No
Warranty - Pipe and cover the stormwater ditch	1			\$3,530.60	
Total				\$3,530.60	

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

Please send check/bank letter to:

Name: Construction Management Pros

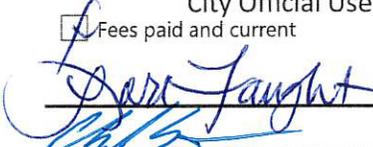
Bank (if applicable): Key Bank

Address: 269 S Ravenwood Ln

City: Saratoga Springs State: UT Zip: 84042

Phone: _____ Email: david@thecmpros.com

Signature:  Date: 23-Feb-2020

City Official Use Only	
<input checked="" type="checkbox"/> Fees paid and current	
Administrative Signature: <u></u>	Date: <u>2-25-20</u>
Inspector Signature: <u></u>	Date: <u>2-23-2020</u>

Attachment: Children's Justice Center warranty bond release for City Council 3-10-26 (Durability Release)

Name of Development: Children's Justice Center

Date		Date		Date		Date		Date		Date	
#####	Final										

Description of Item	Quantity	Unit	Unit Price	Total	Release #1	Amount Requested	Release #2	Amount Requested	Release #3	Amount Requested	Release #4	Amount Requested	Release #5	Amount Requested	Release #6	Amount Requested	Balance
SITE PREPARATION																	
Mobilization		LS		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Demolition stump	1	LS	\$3,820.00	\$3,820.00	1	\$3,820.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Remove and dispose concrete curb and gutter	1	LS	\$2,650.00	\$2,650.00	1	\$2,650.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Remove and dispose asphalt	1	LS	\$3,100.00	\$3,100.00	1	\$3,100.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Remove and dispose concrete sidewalk	1	LS	\$1,100.00	\$1,100.00	1	\$1,100.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Remove existing Irrigation channel.	1	LS	\$2,180.00	\$2,180.00	1	\$2,180.00		\$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
SEWER																	
TV inspection of lateral	1		\$400.00	\$400.00	1	\$400.00		\$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
STREETS																	
24" Curb & Gutter (4" untreated base course included) Prep and	54	LF	\$75.00	\$4,050.00	54	\$4,050.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Sidewalk 6" Thick (4" untreated base course included)	236	SF	\$6.00	\$1,416.00	236	\$1,416.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Driveway Apron (6" concrete over 6" untreated base course)	335	SF	\$6.00	\$2,010.00	335	\$2,010.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Asphalt Prep and Install	1	LS	\$3,760.00	\$3,760.00	1	\$3,760.00		\$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
				\$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		\$0.00	\$0.00
STORM DRAINAGE																	
15" HP install	75	LF	\$42.00	\$3,150.00	75	\$3,150.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
36" Catch Basin	1	Each	\$5,620.00	\$5,620.00	1	\$5,620.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Tie 15" into existing box	1	Each	\$550.00	\$550.00	1	\$550.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
TV Inspection	1	Each	\$750.00	\$750.00	1	\$750.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Air Testing	1	Each	\$750.00	\$750.00	1	\$750.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00

Improvement Completion Assurance \$35,306.00 \$35,306.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 Available for Release

Improvement Warranty \$3,530.60 \$3,530.60 Durability Period

TOTAL \$38,836.60

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

Street Lights		10-4410-276	
Street Lights			\$ -

Total Fees \$0.00

Total Bond & Fees \$38,836.60



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
MARCH 10, 2026**

Department Public Works

Director Approval Sam Kelly

AGENDA ITEM Consideration regarding authorization to release the Improvements Durability Retainer of \$4,737.27 for Kaleb Thompson Dental, located at 332 South 500 East.

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 \$4,737.27 for Kaleb Thompson Dental. 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

KT Dental warranty bond release for City Council 3-10-26 (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 KALEB THOMPSON DENTAL 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: \$4,737.27

PASSED THIS 10 DAY OF MARCH 2026

City Representative, American Fork City

ATTEST:

Terilyn Lurker, City Recorder

Name of Development: KT Dental Office

Date	Date	Date	Date	Date	Date
10/24/2023	Final	3/10/2026	Warranty		

Comments	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
	SWPPP																	
	Concrete Washout Area	1	Each	\$500.00	\$500.00	1	\$500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Storm Drain Inlet Protection	2	Each	\$250.00	\$500.00	2	\$500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Portable Toilet	1	Each	\$300.00	\$300.00	1	\$300.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	SWPPP Board	1	Each	\$100.00	\$100.00	1	\$100.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Vehicle Tracking Control	1	LS	\$500.00	\$500.00	1	\$500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	SEWER																	
	1/2" DIA Screen Manholes	3	Each	\$4,500.00	\$13,500.00	3	\$13,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	8" PVC SEWER LINE	218.39	LF	\$35.00	\$7,643.65	218.39	\$7,643.65		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	4" PVC Sewer Line	61	LF	\$25.00	\$1,525.00	61	\$1,525.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	CURB AND WALKERS																	
	8" PVC Water Main	408	LF	\$28.00	\$11,424.00	408	\$11,424.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Reconnect Ex FM	1	Each	\$800.00	\$800.00	1	\$800.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	1/2" Water Services Lateral	1	Each	\$1,200.00	\$1,200.00	1	\$1,200.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	PRESSURIZED IRRIGATION																	
	Low, should be closer to \$1,100 unless you can provide proof of this unit price																	
	1" Irrigation Service	1	Each	\$1,100.00	\$1,100.00	1	\$1,100.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Add a line item for sawcutting the existing asphalt																	
	Saw Cutting	180	LF	\$1.25	\$225.00	180	\$225.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Add a line item for patching the asphalt																	
	Asphalt Patch	1130	SF	\$3.50	\$3,955.00	1130	\$3,955.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	CONSTRUCTION MANAGEMENT/MISC																	
	Add a line item for testing, cleaning, and inspections for the utilities																	
	Testing, Cleaning, Inspections	1	LS	\$4,000.00	\$4,000.00	1	\$4,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
	Improvement Completion Assurance				\$47,372.65		\$47,372.65		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00 Available for Release
	Improvement Warranty				\$4,737.27		\$4,737.27		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$4,737.27 Durability Period
	TOTAL				\$52,109.92													

Recording Fees	10-3470-500	
Flat (Base)	\$50.00	\$ -
Plus Per Lot	\$2.00	\$ -
First Page	\$40.00	\$ -
Each additional description/unit over ten	\$2.00	\$ -
Subtotal		\$ -

Street Lights	10-4410-276	
Do they need to add streetlights? There are 4	Street Lights	\$ -
Total Fees		\$0.00

Total Bond & Fees \$52,109.92

Attachment: KT Dental warranty bond release for City Council 3-10-26 (Durability Release)



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
MARCH 10, 2026**

Department Public Works Director Approval Sam Kelly

AGENDA ITEM Consideration regarding authorization to release the Improvements Durability Retainer of \$459,516.00 for Deer Park Phase 3, located at 51 East 1100 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 \$459,516.00 for Deer Park Phase 3. Find that the quality of construction and materials have endured without evidence of unusual depreciation, wear, non-conformance of City standards, or need for remedial action.

SUPPORTING DOCUMENTS

Deer Park Phase 3 warranty bond release for City Council 3-10-26 (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 DEER PARK PHASE 3 pursuant to the terms of Section 17.9.100 and 17.9.403 of the City Development Code, and pursuant to the recommendation of staff and the receipt of reports, documents, and other correspondence. The City Council finds that the quality of construction and materials have endured without evidence of unusual depreciation, wear, non-conformance to City standards, or need for remedial action.

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

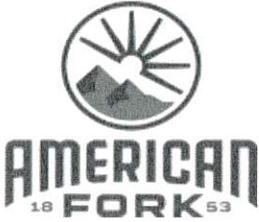
Amount Released: \$459,516.00

PASSED THIS 10 DAY OF MARCH 2026

City Representative, American Fork City

ATTEST:

Terilyn Lurker, City Recorder



BOND RELEASE REQUEST

Development Name: Deer Park 3

Development Address: 51 E 1100 S St, American Fork, UT 84003

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

Partial Improvement Assurance Release

Final Improvement Assurance Release

Improvement Warranty Release (10% Durability Release)

Description of Item	Quantity	Units	Unit Price	Total	Inspector Use Only
					Complete? Yes/No
Deer Park 3				459,516	
Total				459,516	

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

Please send check/bank letter to:

Name: Red Pine

Bank (if applicable): _____

Address: 42 E. 1100 S. Ste 1B

City: American Fork State: UT Zip: 84003

Phone: _____ Email: Hunter@keyut.com

Signature: [Handwritten Signature] Date: 1/23/26

City Official Use Only	
<input checked="" type="checkbox"/> Fees paid and current	
Administrative Signature: <u>[Handwritten Signature]</u>	Date: <u>2-23-26</u>
Inspector Signature: <u>[Handwritten Signature]</u>	Date: <u>2-23-2026</u>
<u>Sewer inspection completed 1-29-26</u>	

Attachment: Deer Park Phase 3 warranty bond release for City Council 3-10-26 (Durability Release)

Bond No. 800136998

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Red Pine Construction, LLC
42 E 1100 S Suite 1A
American Fork, UT 84003

SURETY:

Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800
Plymouth, MN 55441

OWNER (Name and Address):

American Fork
275 East 200 North
American Fork, UT 84003

CONSTRUCTION CONTRACT

Date: November 16, 2023
Amount: \$ 459,516.00
Four Hundred Fifty-nine Thousand Five Hundred Sixteen & 00/100 Dollars

Description (Name and Location):

Deer Park 3, American Fork, UT - \$459,516.00 - American Fork City

BOND:

Date: November 16, 2023 (Not earlier than Construction Contract Date)
Amount: 459,516.00
Four Hundred Fifty-nine Thousand Five Hundred Sixteen & 00/100 Dollars

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company
Red Pine Construction, LLC
Signature: Michael B. Horan
Name: Michael B. Horan
Title: Manager

SURETY

Company
Atlantic Specialty Insurance Company
Signature: Michelle Morrison
Name: Michelle Morrison
Title: Attorney-in-Fact



(Any additional signatures appear on the last page of this Performance Bond)

FOR INFORMATION ONLY – Name, address and telephone

AGENT OR BROKER:

Holmes, Murphy and Associates, LLC
132 S. State Street, Suite 315
Salt Lake City, UT 84111

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party)

Attachment: Deer Park Phase 3 warranty bond release for City Council 3-10-26 (Durability Release)

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:
 - .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless, the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 - .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Section 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the

commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
 - .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.
 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.
 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
 11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
 12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.
 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
- 14. DEFINITIONS**
- 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company

Company

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Attachment: Deer Park Phase 3 warranty bond release for City Council 3-10-26 (Durability Release)



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Brian J. Oestreich, C. White, Emily White, Joshua R. Loftis, Lin Ulven, Melinda C. Blodgett, Michelle Morrison, Nathan Weaver, Nicole Stillings, R. W. Frank, R.C. Bowman, Rachel Thomas, Ross S Squires, Sandra M Engstrum, Ted Jorgensen, Tina Domask**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

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

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

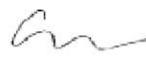
This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

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

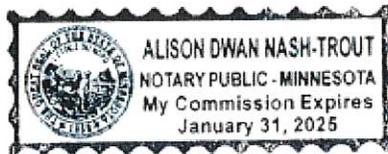
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

STATE OF MINNESOTA
HENNEPIN COUNTY



By 
Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.




Notary Public

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

Signed and sealed. Dated 16th day of November, 2023.




Kara L.B. Barrow, Secretary

This Power of Attorney expires
January 31, 2025

Please direct bond verifications to surety@intactinsurance.com

Attachment: Deer Park Phase 3 warranty bond release for City Council 3-10-26 (Durability Release)



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
MARCH 10, 2026**

Department Recorder Director Approval Terilyn Lurker

AGENDA ITEM Review and action on the appointment of David Anderson to the Audit Committee.

SUMMARY RECOMMENDATION

Recommend approval.

BACKGROUND

David Anderson has been on the audit committee for the past several years. It is the recommendation of the Mayor and Finance Director to reappoint Mr. Anderson to the committee for three additional years.

BUDGET IMPACT

NA

SUGGESTED MOTION

I move to approve the appointment of David Anderson to the audit committee with a term ending 2029.

SUPPORTING DOCUMENTS



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
MARCH 10, 2026**

Department Planning Director Approval Patrick O'Brien

AGENDA ITEM Review and action approving the conveyance of a Storm Drain Easement for the Navarro Home for the property located at 247 East 700 North, American Fork.

SUMMARY RECOMMENDATION Staff recommends approval for the conveyance of the storm drain easement.

BACKGROUND Navarro Home has been working closely with the City's Public Works Department on a plan to convey a storm drain easement in favor of American Fork City to encompass an existing ditch. Legal descriptions have been reviewed and found to close mathematically and lie in the correct location. The intent is to provide access for City maintenance teams to carry out necessary repairs or improvements to the existing structures and ditches within the easement.

BUDGET IMPACT N/A

SUGGESTED MOTION I move to approve the conveyance of a portion of the storm drain easement for the Navarro Home for the property located at 247 East 700 North.

SUPPORTING DOCUMENTS

(2026.02.18 UPDATED) TwentyFoot Storm Drain Easement - 25377 Navarro Residence
American Fork (DOCX)

(2026.02.18 UPDATED) TwentyFoot Storm Drain Easement - 25377 Navarro Residence
American Fork (PDF)

EXHIBIT A - (2026.02.18) Storm Drain Easement Drawing_Navarro_20260205_V1 (PDF)
Utility Easement_Navarro (DOCX)

STORM DRAIN EASEMENT ON NAVARRO RESIDENCE AMERICAN FORK

THE BASIS OF BEARING FOR THIS DESCRIPTION IS SOUTH 89°56'41" EAST FROM THE SOUTHWEST CORNER TO THE SOUTH QUARTER CORNER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT BEING NORTH 89°56'41" EAST ALONG THE SECTION LINE A DISTANCE OF 154.00 FEET FROM THE SOUTHWEST CORNER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 00°01'15" WEST 364.58 FEET TO THE NORTHERN BOUNDARY OF THE SUBJECT PARCEL OF THE ALTA SURVEY PERFORMED BY WILDING ENGINEERING DATED OCTOBER 2, 2025 ON FILE WITH THE UTAH COUNTY SURVEYOR AS MAP NO. 25-381; THENCE ALONG SAID PROPERTY BOUNDARY THE FOLLOWING TWO COURSES: (1) SOUTH 89°39'57" EAST 20.00 FEET; (2) SOUTH 00°01'15" EAST 364.48 FEET TO THE SECTION LINE; THENCE NORTH 89°56'41" WEST ALONG THE SECTION LINE A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 7,290 SQUARE FEET ± OR 0.167 ACRES, MORE OR LESS.

STORM DRAIN EASEMENT ON NAVARRO RESIDENCE AMERICAN FORK

THE BASIS OF BEARING FOR THIS DESCRIPTION IS SOUTH 89°56'41" EAST FROM THE SOUTHWEST CORNER TO THE SOUTH QUARTER CORNER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT BEING NORTH 89°56'41" EAST ALONG THE SECTION LINE A DISTANCE OF 154.00 FEET FROM THE SOUTHWEST CORNER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 00°01'15" WEST 364.58 FEET TO THE NORTHERN BOUNDARY OF THE SUBJECT PARCEL OF THE ALTA SURVEY PERFORMED BY WILDING ENGINEERING DATED OCTOBER 2, 2025 ON FILE WITH THE UTAH COUNTY SURVEYOR AS MAP NO. 25-381; THENCE ALONG SAID PROPERTY BOUNDARY THE FOLLOWING TWO COURSES: (1) SOUTH 89°39'57" EAST 20.00 FEET; (2) SOUTH 00°01'15" EAST 364.48 FEET TO THE SECTION LINE; THENCE NORTH 89°56'41" WEST ALONG THE SECTION LINE A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 7,290 SQUARE FEET ± OR 0.167 ACRES, MORE OR LESS.

STORM DRAIN EASEMENT EXHIBIT

247 E 700 N AMERICAN FORK, UTAH



G:\DATA\25377 247 E 700 N American Fork ROS\dwg\25377 Navarro American Fork - Storm Drain Easement Exhibit.dwg
PLOT DATE: Feb 05, 2026

PROPERTY BOUNDARY

SOUTHWEST CORNER OF SECTION 12,
TOWNSHIP 5 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN
(FOUND BRASS CAP MONUMENT)

P.O.B.

SOUTH QUARTER CORNER OF
SECTION 12,
TOWNSHIP 5 SOUTH,
RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN
(FOUND BRASS CAP MONUMENT)



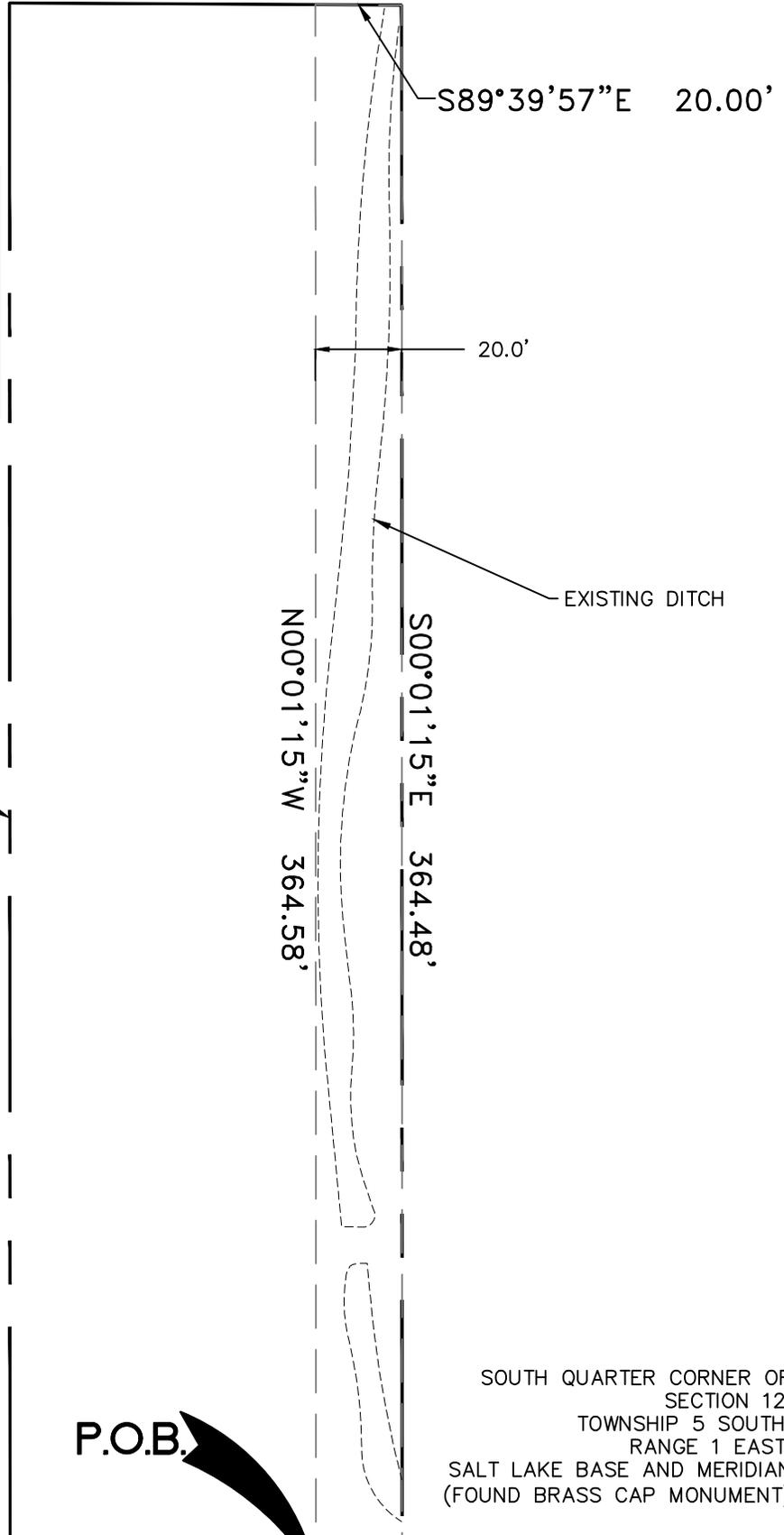
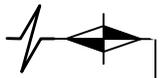
154.00'

N89°56'41"W

20.00'

BASIS OF BEARINGS

S89°56'41"E 2626.68' (MEAS)



Attachment: EXHIBIT A - (2026.02.18) Storm Drain Easement Drawing_Navarro_20260205_V1 (Storm Drain Easement Conveyance for Navarro

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

UTILITY EASEMENT

For the sum of Forty Dollars (\$40.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the _____, **Grantor/s**, of _____, County of _____, State of _____, hereby grants, conveys, sells, and sets over unto **AMERICAN FORK CITY, a Utah municipal corporation**, as Grantee, its successors and assigns, a perpetual easement to construct, maintain, operate, repair, inspect, protect, install, remove and replace sewer, storm drain and/or water pipelines, laterals, manholes, and other sewer, storm drain and/or water transmission and distribution structures and facilities. Said easement being situated in Utah County, State of Utah, through a parcel of Grantor's land, which easement is more particularly described as follows:

An easement located in the Quarter of Section 12, Township 5 South, Range 1 East, Salt Lake Base and Meridian, more particularly described as follows:

THE BASIS OF BEARING FOR THIS DESCRIPTION IS SOUTH 89°56'41" EAST FROM THE SOUTHWEST CORNER TO THE SOUTH QUARTER CORNER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT BEING NORTH 89°56'41" EAST ALONG THE SECTION LINE A DISTANCE OF 154.00 FEET FROM THE SOUTHWEST CORNER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 00°01'15" WEST 364.58 FEET TO THE NORTHERN BOUNDARY OF THE SUBJECT PARCEL OF THE ALTA SURVEY PERFORMED BY WILDING ENGINEERING DATED OCTOBER 2, 2025 ON FILE WITH THE UTAH COUNTY SURVEYOR AS MAP NO. 25-381; THENCE ALONG SAID PROPERTY BOUNDARY THE FOLLOWING TWO COURSES: (1) SOUTH 89°39'57" EAST 20.00 FEET; (2) SOUTH 00°01'15" EAST 364.48 FEET TO THE SECTION LINE; THENCE NORTH 89°56'41" WEST ALONG THE SECTION LINE A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.
 CONTAINING 7,290 SQUARE FEET ± OR 0.167 ACRES, MORE OR LESS.

To have and hold the same unto said Grantee, its successors and assigns, with right of ingress and egress in said Grantee, its contractors and assigns to enter upon the above described property with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, remove and replace said facilities; provided, however, that Grantee and its agent will enter upon the easement and Grantor's property at their sole risk and hazard. Grantee and Grantee's agents accept the easement granted herein and all aspects thereof in their "AS IS," WHERE IS" condition, without warranties, either express or implied, "WITH ALL FAULTS," including, but not limited to, both latent and patent defects, the existence of hazardous materials, if any, and any other easements, rights, or other encumbrances affecting the same.

Approved as to form: American Fork City Attorney

At no time shall Grantor, its successors, licensees, lessees, contractors or assigns or their agents or employees erect or permit to be erected any building or structure of any kind within the boundaries of said perpetual easement. Notwithstanding the foregoing, Grantor reserves the right to use the Easement Area for any use not inconsistent with Grantee's permitted use of the easement granted herein.

Grantee shall, at its sole cost and expense, maintain and repair any Grantee-owned infrastructure located within the easement in good order and condition. Grantee shall promptly repair any damage to the Grantor's property caused by Grantee and/or Grantee's agents as set forth in Utah Code Ann. §54-3-27(2)(b).

Grantee shall maintain, and ensure that all of Grantee's agents maintain, policies of insurance which, at a minimum, are sufficient to ensure Grantee's obligations as set forth herein. Without limiting the foregoing, Grantee may fulfill its insurance obligations under this provision by means of self-insurance.

Nothing contained herein shall be deemed to be a gift or dedication of any portion of Grantor's property to the general public or for the general public or for any public purpose whatsoever, nor do the provisions herein create any third-party beneficiary rights in any person not specifically benefited by the terms and provisions hereof.

This agreement shall be governed and construed in accordance with the laws of the State of Utah. In the event any legal action or proceeding for the enforcement of any right or obligation herein contained is commenced, the prevailing party in such action or proceeding shall be entitled to recover its costs and reasonable attorneys' fees. This agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument, but all of such counterparts shall constitute one and the same agreement.

In witness whereof, the Grantor has executed this easement this

_____ day of _____, 20____.

[GRANTOR]

By: NAME, TITLE

State of Utah

:ss

County of _____

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

Notary Public

ACCEPTED BY:

AMERICAN FORK CITY

Bradley J. Frost, Mayor

Attachment: Utility Easement_Navarro (Storm Drain Easement Conveyance for Navarro Home (247 East 700 North))



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
MARCH 10, 2026**

Department Planning Director Approval Patrick O'Brien

AGENDA ITEM Review and action approving the conveyance of a River Access Easement for Monument Health for the property located at 350 East 300 North, American Fork.

SUMMARY RECOMMENDATION Staff recommends approval for the river access easement.

BACKGROUND Monument Health has been working closely with the City's Public Works Department on a plan to convey a river access easement in favor of American Fork City. The intent is to provide access for City maintenance teams and to allow access from City ROW up and along the entire length of river. Legal descriptions have been reviewed with a closure error of 0.02', this is a reasonable tolerance.

BUDGET IMPACT N/A

SUGGESTED MOTION I move to adopt the agreement approving a conveyance of a portion of the river access easement for Monument Health for the property located at 350 East 300 North.

SUPPORTING DOCUMENTS

(2026.02.11) RIVER EASEMENT FOR REVIEW_Monument Health (DOCX)
 (2026.02.11) RIVER EASEMENT FOR REVIEW_Monument Health (PDF)
 11X17 SUBDIVISION PLAT 1-29-26 (PDF)
 EXHIBIT C WITH CONTOURS (PDF)
 EXHIBIT C WITHOUT CONTOURS (PDF)

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

AMERICAN FORK RIVER AND ACCESS EASEMENT

THIS ACCESS EASEMENT AGREEMENT (“Agreement”) is made by and between THE CITY OF AMERICAN FORK a body corporate and politic of the State of Utah (“Grantee”), and MONUMENT REAL ESTATE AMERICAN FORK, LLC, a California corporation (“Grantor”) to be effective upon execution by both parties.

RECITALS

WHEREAS, the Grantor is the owner of certain real property located in Utah County, Utah, more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, the Grantee desires to obtain a perpetual easement over and across a portion of the Property for the purpose of accessing, maintaining, and preserving the American Fork River, its banks, floodplain, and related drainage and stormwater facilities as set forth herein; and

WHEREAS, Grantor agrees to grant, and Grantee agrees to accept such easement under the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein and other valuable consideration as stated herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Grant of Easement.** Grantor hereby grants, conveys, and warrants to Grantee, its successors and assigns, a perpetual, non-exclusive easement (the "Easement") over, across, upon, and under the portion of the Property described in Exhibit B (the "Easement Area") for the following purposes:
 - 1.1. Access including ingress, egress, over, under or through the Property to the American Fork River for the construction, maintenance, operation, inspection, protection, rehabilitation, and replacement of riverbank stabilization, armoring, and flood control improvements.
 - 1.2. All rights and accesses necessary to maintain, remove debris, clear, rehabilitate, provide armoring, operate, repair, inspect, protect, complete flood prevention measures and complete any and all measures necessary to preserve the capacity, maintain flows and flowlines and maintain in good repair the American Fork River, the river banks and any

related floodplains and floodways as identified on the Flood Insurance Rate Maps as approved by the Federal Emergency Management Agency.

- 1.3. Installation, operation, inspection, and maintenance of stormwater pipelines, culverts, manholes, and related facilities.
2. **Right of Entry** Grantee and its employees, contractors, and agents shall have the right of entry onto the Property and the Easement Area at any time, with or without notice, for the purposes set forth in this Agreement. Grantee shall take reasonable measures to avoid damage to Grantor's remaining property
3. **No Dedication Intended** Nothing in this Agreement shall be construed as a dedication of the Easement Area or the underlying fee to the public or as a gift or conveyance of title.
4. **Grantor's Use of Property** Grantor may continue to use the Easement Area for any purpose that does not unreasonably interfere with Grantee's rights under this Agreement. Grantor shall not erect or permit to be erected any building, fence, or other permanent structure within the Easement Area without prior written consent from Grantee.
5. **Restoration and Maintenance** Grantee shall be responsible for maintaining its improvements in good condition and shall repair any damage to the Easement Area caused by its activities. Grantee shall restore the surface of the Easement Area to a condition reasonably equivalent to that which existed prior to any disturbance, except for permanent improvements installed under this Agreement.
6. **Liability.** Nothing herein shall be construed as a waiver of the Governmental Immunity Act of Utah.
7. **Indemnification** To the extent permitted by law, Grantee shall indemnify and hold harmless Grantor from claims arising from Grantee's use of the Easement Area, except to the extent caused by the negligence or misconduct of Grantor. Grantee's indemnity obligation is limited by the Governmental Immunity Act of Utah and does not waive any immunities thereunder.
8. **Successors and Assigns** This Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, and assigns.
9. **Entire Agreement** This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations and understandings. It may not be modified except by written instrument executed by both parties.
10. **Governing Law** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.
11. **Severability** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.
12. **Counterparts** This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.
13. **Interference with Easement Rights.** In the event Grantor violates or interferes with the Grantee's rights under this Agreement, Grantee shall be entitled to pursue all legal and equitable remedies, including injunctive relief, specific performance, and recovery of costs and attorneys' fees.
14. **Recordation.** This Agreement shall be recorded in the office of the Utah County Recorder. Grantor shall execute all documents necessary to effectuate such recording and ensure the Easement is binding on all future owners of the Property.

In witness whereof, the Grantor has executed this Agreement this

_____ day of _____, 20____.

GRANATOR

By: NAME, TITLE

State of Utah

:ss

County of _____

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

Notary Public

ACCEPTED BY

CITY OF AMERICAN FORK

Bradley Frost, Mayor

Attachment: (2026.02.11) RIVER EASEMENT FOR REVIEW_Monument Health (River Access Easement for Monument Health (350 East 300

EXHIBIT A

Property

PARCEL 1 AS DESCRIBED WITHIN A CERTAIN SPECIAL WARRANTY DEED ON FILE AT THE UTAH COUNTY RECORDER'S AS ENTRY NUMBER 9389:2025; BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF BLOCK 29 OF AMERICAN FORK SURVEY OF BUILDING LOTS, PLAT A, WHICH POINT IS NORTH 00° 26' 18" WEST 2082.33 FEET AND WEST 1507.20 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND THENCE NORTH 89° 18' 05" WEST 438.52 FEET ALONG THE NORTH LINE OF SAID BLOCK 29, THENCE SOUTH 34° 41' 44" WEST ALONG THE CENTERLINE OF AMERICAN FORK CREEK, 114.00 FEET, THENCE SOUTH 26° 41' 44" WEST ALONG SAID CENTERLINE, 158.00 FEET, THENCE SOUTH 32° 11' 44" WEST ALONG SAID CENTERLINE, 62.00 FEET, THENCE SOUTH 40° 21' 44" WEST ALONG SAID CENTERLINE, 27.05 FEET, THENCE SOUTH 89° 17' 29" EAST 105.67 FEET, THENCE SOUTH 00° 41' 44" WEST 135.00 FEET, THENCE SOUTH 89° 17' 29" EAST 185.28 FEET, THENCE SOUTH 00° 41' 37" WEST 50.00 FEET, THENCE SOUTH 89° 17' 29" EAST 165.14 FEET, THENCE NORTH 00° 41' 28" EAST 220.32 FEET, THENCE NORTH 45° 41' 30" EAST 21.21 FEET, THENCE SOUTH 89° 17' 29" EAST 150.14 FEET, THENCE NORTH 00° 41' 28" EAST ALONG THE EAST LINE OF SAID BLOCK 29, 260.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

Easement Area

AN AMERICAN FORK RIVER AND ACCESS EASEMENT LYING WITHIN LOTS 5 AND 6 OF BLOCK 29, PLAT "A", AMERICAN FORK CITY BLOCK SURVEY; SAID EASEMENT ALSO LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AMERICAN FORK, UTAH COUNTY, UTAH;

THE BOUNDS OF SAID EASEMENT BEING FURTHER DESCRIBED AS FOLLOWS:

NORTHERLY SIDE OF EASEMENT CONTIGUOUS WITH A PORTION OF THE SOUTHERLY RIGHT OF WAY LINE OF 300 NORTH STREET; EASTERLY SIDE OF EASEMENT CONTIGUOUS WITH 10 FEET OFF OF AND PARALLEL TO A PORTION OF THE EASTERLY TOP BANK OF AMERICAN FORK RIVER; SOUTHERLY AND WESTERLY SIDE OF EASEMENT CONTIGUOUS WITH A PORTION OF THE SOUTHERLY AND WESTERLY LINES OF PARCEL 1 AS DESCRIBED WITHIN A CERTAIN SPECIAL WARRANTY DEED ON FILE AT THE UTAH COUNTY RECORDER'S AS ENTRY NUMBER 9389:2025;

SAID EASEMENT BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 1 AS DESCRIBED WITHIN SAID SPECIAL WARRANTY DEED; SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF 300 NORTH STREET; SAID POINT ALSO BEING SOUTH 89°18'05" EAST 263.02 FEET AND SOUTH 00°41'55" WEST 33.00 FEET FROM A STREET MONUMENT AT THE INTERSECTION OF 300 EAST AND 300 NORTH; SAID POINT ALSO BEING SOUTH 89°43'31" EAST 682.93 FEET AND NORTH 00°16'29" EAST 2078.18 FEET FROM THE SOUTHWEST CORNER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE SOUTH 89°18'05" EAST 31.69 FEET CONTIGUOUS WITH SAID NORTHERLY BOUNDARY LINE OF PARCEL 1 AND SAID RIGHT-OF-WAY LINE; THENCE LEAVING THE SAID RIGHT-OF-WAY LINE SOUTH 13°56'48" WEST 33.75 FEET; THENCE SOUTH 28°22'32" WEST 23.31 FEET; THENCE SOUTH 29°10'35" WEST 31.53 FEET; THENCE SOUTH 61°00'59" WEST 36.40 FEET TO A POINT ON THE NORTHERLY FACE OF AN EXISTING BUILDING; THENCE CONTIGUOUS WITH SAID BUILDING FACE NORTH 89°28'53" WEST 8.80 FEET TO THE CORNER OF SAID BUILDING; THENCE CONTIGUOUS WITH THE WESTERLY FACE OF SAID BUILDING SOUTH 00°43'50" WEST 12.36 FEET; THENCE LEAVING SAID BUILDING FACE SOUTH 19°42'48" WEST 35.64 FEET; THENCE SOUTH 00°16'23" WEST 15.52 FEET; THENCE SOUTH 12°49'14" WEST 53.45 FEET; THENCE SOUTH 37°55'27" WEST 67.06 FEET; THENCE SOUTH 39°59'34" WEST 56.53 FEET TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF SAID PARCEL 1 AS DESCRIBED WITHIN SAID SPECIAL WARRANTY DEED; THENCE CONTIGUOUS WITH SAID SOUTHERLY LINE NORTH 89°17'29" WEST 41.24 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 1; THENCE CONTIGUOUS WITH THE WESTERLY LINE OF SAID PARCEL 1 THE FOLLWING (4) COURSES: 1) NORTH 40°21'44" EAST 27.05 FEET; 2) THENCE NORTH 32°11'44" EAST 62.00 FEET; 3) THENCE NORTH 26°41'44" EAST 158.00 FEET; 4) THENCE NORTH 34°41'44" EAST 114.00 FEET TO THE POINT OF BEGINNING.

EASEMENT CONTAINS: ±13,580 SQ. FT. OR 0.31 ACRES.

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

AMERICAN FORK RIVER AND ACCESS EASEMENT

THIS ACCESS EASEMENT AGREEMENT (“Agreement”) is made by and between THE CITY OF AMERICAN FORK a body corporate and politic of the State of Utah (“Grantee”), and MONUMENT REAL ESTATE AMERICAN FORK, LLC, a California corporation (“Grantor”) to be effective upon execution by both parties.

RECITALS

WHEREAS, the Grantor is the owner of certain real property located in Utah County, Utah, more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, the Grantee desires to obtain a perpetual easement over and across a portion of the Property for the purpose of accessing, maintaining, and preserving the American Fork River, its banks, floodplain, and related drainage and stormwater facilities as set forth herein; and

WHEREAS, Grantor agrees to grant, and Grantee agrees to accept such easement under the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein and other valuable consideration as stated herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Grant of Easement.** Grantor hereby grants, conveys, and warrants to Grantee, its successors and assigns, a perpetual, non-exclusive easement (the "Easement") over, across, upon, and under the portion of the Property described in Exhibit B (the "Easement Area") for the following purposes:
 - 1.1. Access including ingress, egress, over, under or through the Property to the American Fork River for the construction, maintenance, operation, inspection, protection, rehabilitation, and replacement of riverbank stabilization, armoring, and flood control improvements.
 - 1.2. All rights and accesses necessary to maintain, remove debris, clear, rehabilitate, provide armoring, operate, repair, inspect, protect, complete flood prevention measures and complete any and all measures necessary to preserve the capacity, maintain flows and flowlines and maintain in good repair the American Fork River, the river banks and any

related floodplains and floodways as identified on the Flood Insurance Rate Maps as approved by the Federal Emergency Management Agency.

- 1.3. Installation, operation, inspection, and maintenance of stormwater pipelines, culverts, manholes, and related facilities.
2. **Right of Entry** Grantee and its employees, contractors, and agents shall have the right of entry onto the Property and the Easement Area at any time, with or without notice, for the purposes set forth in this Agreement. Grantee shall take reasonable measures to avoid damage to Grantor's remaining property
3. **No Dedication Intended** Nothing in this Agreement shall be construed as a dedication of the Easement Area or the underlying fee to the public or as a gift or conveyance of title.
4. **Grantor's Use of Property** Grantor may continue to use the Easement Area for any purpose that does not unreasonably interfere with Grantee's rights under this Agreement. Grantor shall not erect or permit to be erected any building, fence, or other permanent structure within the Easement Area without prior written consent from Grantee.
5. **Restoration and Maintenance** Grantee shall be responsible for maintaining its improvements in good condition and shall repair any damage to the Easement Area caused by its activities. Grantee shall restore the surface of the Easement Area to a condition reasonably equivalent to that which existed prior to any disturbance, except for permanent improvements installed under this Agreement.
6. **Liability.** Nothing herein shall be construed as a waiver of the Governmental Immunity Act of Utah.
7. **Indemnification** To the extent permitted by law, Grantee shall indemnify and hold harmless Grantor from claims arising from Grantee's use of the Easement Area, except to the extent caused by the negligence or misconduct of Grantor. Grantee's indemnity obligation is limited by the Governmental Immunity Act of Utah and does not waive any immunities thereunder.
8. **Successors and Assigns** This Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, and assigns.
9. **Entire Agreement** This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations and understandings. It may not be modified except by written instrument executed by both parties.
10. **Governing Law** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.
11. **Severability** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.
12. **Counterparts** This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.
13. **Interference with Easement Rights.** In the event Grantor violates or interferes with the Grantee's rights under this Agreement, Grantee shall be entitled to pursue all legal and equitable remedies, including injunctive relief, specific performance, and recovery of costs and attorneys' fees.
14. **Recordation.** This Agreement shall be recorded in the office of the Utah County Recorder. Grantor shall execute all documents necessary to effectuate such recording and ensure the Easement is binding on all future owners of the Property.

In witness whereof, the Grantor has executed this Agreement this

_____ day of _____, 20____.

GRANATOR

By: NAME, TITLE

State of Utah

:ss

County of _____

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

Notary Public

ACCEPTED BY

CITY OF AMERICAN FORK

Bradley Frost, Mayor

Attachment: (2026.02.11) RIVER EASEMENT FOR REVIEW_Monument Health (River Access Easement for Monument Health (350 East 300

EXHIBIT A

Property

PARCEL 1 AS DESCRIBED WITHIN A CERTAIN SPECIAL WARRANTY DEED ON FILE AT THE UTAH COUNTY RECORDER'S AS ENTRY NUMBER 9389:2025; BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF BLOCK 29 OF AMERICAN FORK SURVEY OF BUILDING LOTS, PLAT A, WHICH POINT IS NORTH 00° 26' 18" WEST 2082.33 FEET AND WEST 1507.20 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND THENCE NORTH 89° 18' 05" WEST 438.52 FEET ALONG THE NORTH LINE OF SAID BLOCK 29, THENCE SOUTH 34° 41' 44" WEST ALONG THE CENTERLINE OF AMERICAN FORK CREEK, 114.00 FEET, THENCE SOUTH 26° 41' 44" WEST ALONG SAID CENTERLINE, 158.00 FEET, THENCE SOUTH 32° 11' 44" WEST ALONG SAID CENTERLINE, 62.00 FEET, THENCE SOUTH 40° 21' 44" WEST ALONG SAID CENTERLINE, 27.05 FEET, THENCE SOUTH 89° 17' 29" EAST 105.67 FEET, THENCE SOUTH 00° 41' 44" WEST 135.00 FEET, THENCE SOUTH 89° 17' 29" EAST 185.28 FEET, THENCE SOUTH 00° 41' 37" WEST 50.00 FEET, THENCE SOUTH 89° 17' 29" EAST 165.14 FEET, THENCE NORTH 00° 41' 28" EAST 220.32 FEET, THENCE NORTH 45° 41' 30" EAST 21.21 FEET, THENCE SOUTH 89° 17' 29" EAST 150.14 FEET, THENCE NORTH 00° 41' 28" EAST ALONG THE EAST LINE OF SAID BLOCK 29, 260.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

Easement Area

AN AMERICAN FORK RIVER AND ACCESS EASEMENT LYING WITHIN LOTS 5 AND 6 OF BLOCK 29, PLAT "A", AMERICAN FORK CITY BLOCK SURVEY; SAID EASEMENT ALSO LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AMERICAN FORK, UTAH COUNTY, UTAH;

THE BOUNDS OF SAID EASEMENT BEING FURTHER DESCRIBED AS FOLLOWS:

NORTHERLY SIDE OF EASEMENT CONTIGUOUS WITH A PORTION OF THE SOUTHERLY RIGHT OF WAY LINE OF 300 NORTH STREET; EASTERLY SIDE OF EASEMENT CONTIGUOUS WITH 10 FEET OFF OF AND PARALLEL TO A PORTION OF THE EASTERLY TOP BANK OF AMERICAN FORK RIVER; SOUTHERLY AND WESTERLY SIDE OF EASEMENT CONTIGUOUS WITH A PORTION OF THE SOUTHERLY AND WESTERLY LINES OF PARCEL 1 AS DESCRIBED WITHIN A CERTAIN SPECIAL WARRANTY DEED ON FILE AT THE UTAH COUNTY RECORDER'S AS ENTRY NUMBER 9389:2025;

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THENCE SOUTH 89°18'05" EAST 31.69 FEET CONTIGUOUS WITH SAID NORTHERLY BOUNDARY LINE OF PARCEL 1 AND SAID RIGHT-OF-WAY LINE; THENCE LEAVING THE SAID RIGHT-OF-WAY LINE SOUTH 13°56'48" WEST 33.75 FEET; THENCE SOUTH 28°22'32" WEST 23.31 FEET; THENCE SOUTH 29°10'35" WEST 31.53 FEET; THENCE SOUTH 61°00'59" WEST 36.40 FEET TO A POINT ON THE NORTHERLY FACE OF AN EXISTING BUILDING; THENCE CONTIGUOUS WITH SAID BUILDING FACE NORTH 89°28'53" WEST 8.80 FEET TO THE CORNER OF SAID BUILDING; THENCE CONTIGUOUS WITH THE WESTERLY FACE OF SAID BUILDING SOUTH 00°43'50" WEST 12.36 FEET; THENCE LEAVING SAID BUILDING FACE SOUTH 19°42'48" WEST 35.64 FEET; THENCE SOUTH 00°16'23" WEST 15.52 FEET; THENCE SOUTH 12°49'14" WEST 53.45 FEET; THENCE SOUTH 37°55'27" WEST 67.06 FEET; THENCE SOUTH 39°59'34" WEST 56.53 FEET TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF SAID PARCEL 1 AS DESCRIBED WITHIN SAID SPECIAL WARRANTY DEED; THENCE CONTIGUOUS WITH SAID SOUTHERLY LINE NORTH 89°17'29" WEST 41.24 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 1; THENCE CONTIGUOUS WITH THE WESTERLY LINE OF SAID PARCEL 1 THE FOLLWING (4) COURSES: 1) NORTH 40°21'44" EAST 27.05 FEET; 2) THENCE NORTH 32°11'44" EAST 62.00 FEET; 3) THENCE NORTH 26°41'44" EAST 158.00 FEET; 4) THENCE NORTH 34°41'44" EAST 114.00 FEET TO THE POINT OF BEGINNING.

EASEMENT CONTAINS: ±13,580 SQ. FT. OR 0.31 ACRES.

EXHIBIT C

300 NORTH STREET (PUBLIC R/W WIDTH VARIES)

NORTHERLY LINE OF PARCEL 1
SOUTHERLY R/W LINE OF 300 N ST

BLOCK 29, PLAT A

02:042:0030
SEGE LLC
318 N 300 E
WARRANTY DEED
ENTRY NO. 129787:2009

PROPOSED AMERICAN FORK RIVER &
ACCESS EASEMENT (HATCHED)

LOT 5

02:042:0032
SEGE LLC
282 N 300 E
WARRANTY DEED
ENTRY NO. 129788:2009

EX. CHAIN LINK
FENCE LINE

AMERICAN FORK CREEK
C.L. AMERICAN FORK CREEK
WESTERLY BOUNDARY PARCEL 1
MEAS. TOP BANK

EX. BRICK BUILDING
FOOTPRINT: ±44,941 SF
HEIGHT: ±17.2'

LOT 6

PARCEL 1

EX. CHAIN LINK
FENCE LINE

02:042:0037
MONUMENT REAL ESTATE AMERICAN FORK LLC
350 E 300 N
SPECIAL WARRANTY DEED
ENTRY NO. 9389:2026

LOT 6

EX. CHAIN LINK
FENCE LINE

PROPOSED AMERICAN FORK RIVER &
ACCESS EASEMENT (HATCHED)

SOUTHERLY LINE OF PARCEL 1

PARCEL 1B

02:042:0039 & 0038 & 0040
AMERICAN FORK CITY
CORPORATION

1 INCH = 40 FT.

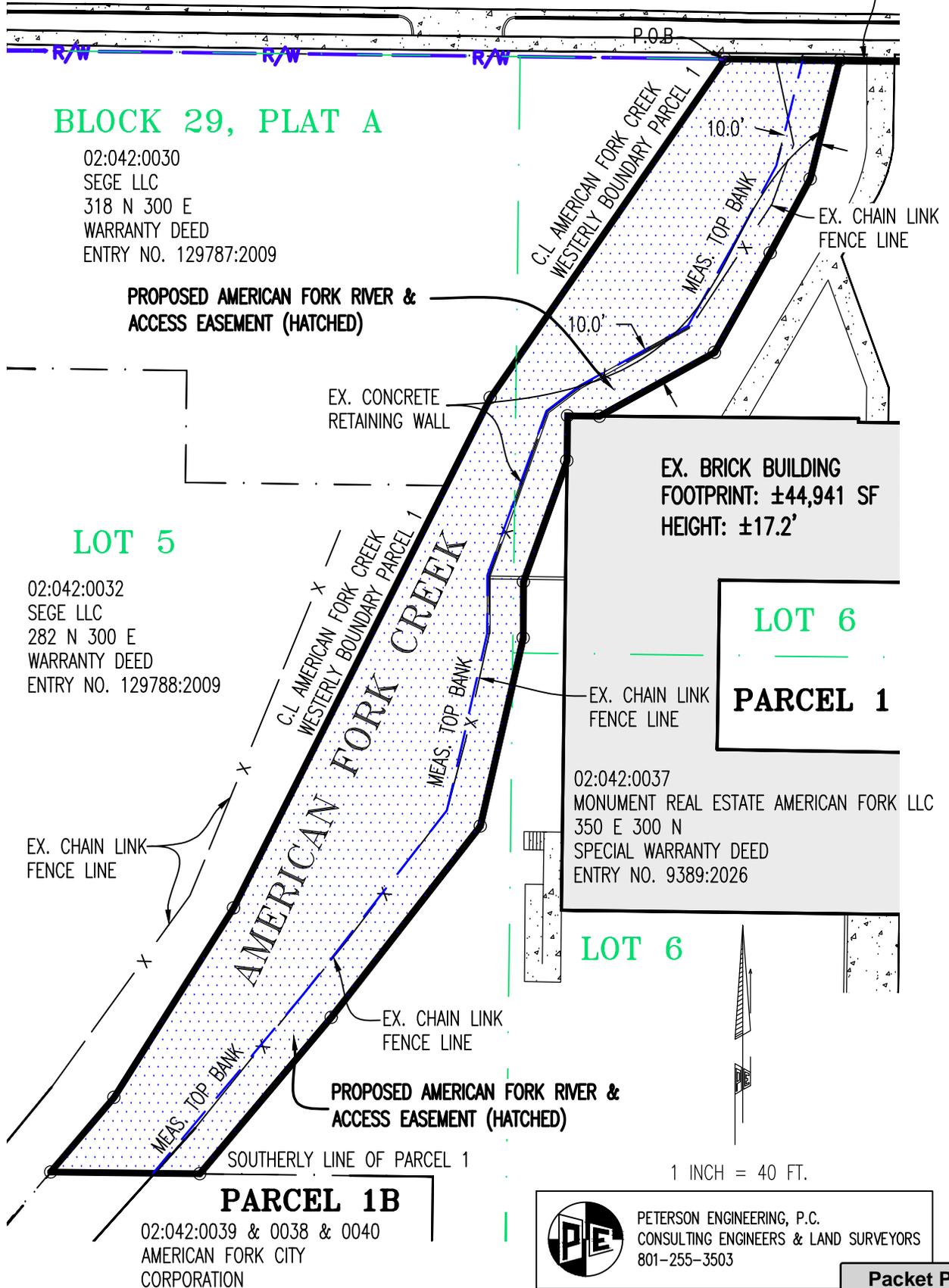


PETERSON ENGINEERING, P.C.
CONSULTING ENGINEERS & LAND SURVEYORS
801-255-3503

EXHIBIT C

300 NORTH STREET (PUBLIC R/W WIDTH VARIES)

NORTHERLY LINE OF PARCEL 1
SOUTHERLY R/W LINE OF 300 N ST



Attachment: EXHIBIT C WITHOUT CONTOURS (River Access Easement for Monument Health (350 East 300 North))

 PETERSON ENGINEERING, P.C.
CONSULTING ENGINEERS & LAND SURVEYORS
801-255-3503



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
MARCH 10, 2026**

Department Planning Director Approval Patrick O'Brien

AGENDA ITEM Review and action on ordinance approving the partial vacation of a Trail Easement for Climb Concrete for the property located at 300 East 1700 South, American Fork.

SUMMARY RECOMMENDATION Staff recommends approval for the partial vacation of the trail easement.

BACKGROUND Climb Concrete has been working closely with the City's Public Works Department on a plan to vacate the portion of a temporary trail easement described in Entry No. 853:2016 that lies within the proposed subdivision boundaries. The original easement was temporary in nature until other right-of-way for the trail in the permanent location could be secured. It has been secured in parcel 13:078:0084 that is owned by the City. Legal descriptions have been reviewed and found to close mathematically and lies as depicted on the plat.

BUDGET IMPACT N/A

SUGGESTED MOTION I move to adopt the ordinance approving a partial vacation of a portion of the trail easement for Climb Concrete for the property located at 300 E 1700 South.

SUPPORTING DOCUMENTS

(2026.02.05) Trail Easement Legal_Climb Concrete_1-26-26 (DOCX)
 (2026.02.05) Trail Easement Legal_Climb Concrete_1-26-26_Approved JUB (PDF)
 Exhibit A - (2026.02.25) 25-020 Climb Concrete Final Plat 2-9-26 (PDF)
 Trail Easement Ordinance - Climb Concrete (DOCX)



civilsolutionsgroup inc.

**LEGAL DESCRIPTION
PREPARED FOR
AMERICAN FORK CITY
AMERICAN FORK, UTAH
(January 26, 2026)
Project No. 25-020**

VACATING A PORTION OF THAT EASEMENT DESCRIBED IN ENTRY No. 853:2016

A portion of Utah County Parcel 13:078:0103, located in Section 36, Township 5 South, Range 1 East, Salt Lake Base and Meridian, in American Fork City, Utah County, Utah, being more particularly described as follows:

Beginning at a point on Grantor's Easterly Property line located N89°30'39"W 2123.11 feet along the Section Line and South 1484.45 feet from the North Quarter Corner of Section 36, Township 5 South, Range 1 East, Salt Lake Base & Meridian, and running thence S00°33'23"W 1018.16 feet along the grantor's easterly property line; thence N66°37'21"W 30.38 feet along grantor's southerly property; thence N00°33'23"E 1006.47 feet; thence S89°14'38"E 28.00 feet to the point of beginning.

Contains: 0.651+/- acres



civilsolutionsgroup inc.

**LEGAL DESCRIPTION
PREPARED FOR
AMERICAN FORK CITY
AMERICAN FORK, UTAH
(January 26, 2026)
Project No. 25-020**

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Beginning at a point on Grantor's Easterly Property line located N89°30'39"W 2123.11 feet along the Section Line and South 1484.45 feet from the North Quarter Corner of Section 36, Township 5 South, Range 1 East, Salt Lake Base & Meridian, and running thence S00°33'23"W 1018.16 feet along the grantor's easterly property line; thence N66°37'21"W 30.38 feet along grantor's southerly property; thence N00°33'23"E 1006.47 feet; thence S89°14'38"E 28.00 feet to the point of beginning.

Contains: 0.651+/- acres



VICINITY MAP
NTS

DATE OF PREPARATION
May 20, 2025

SURVEYOR
CIVIL SOLUTIONS GROUP, INC.
CURTIS BOWN, PLS
498 WEST 100 SOUTH
PROVIDENCE, UTAH 84322
435-213-3762

LEGEND

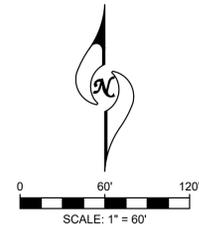
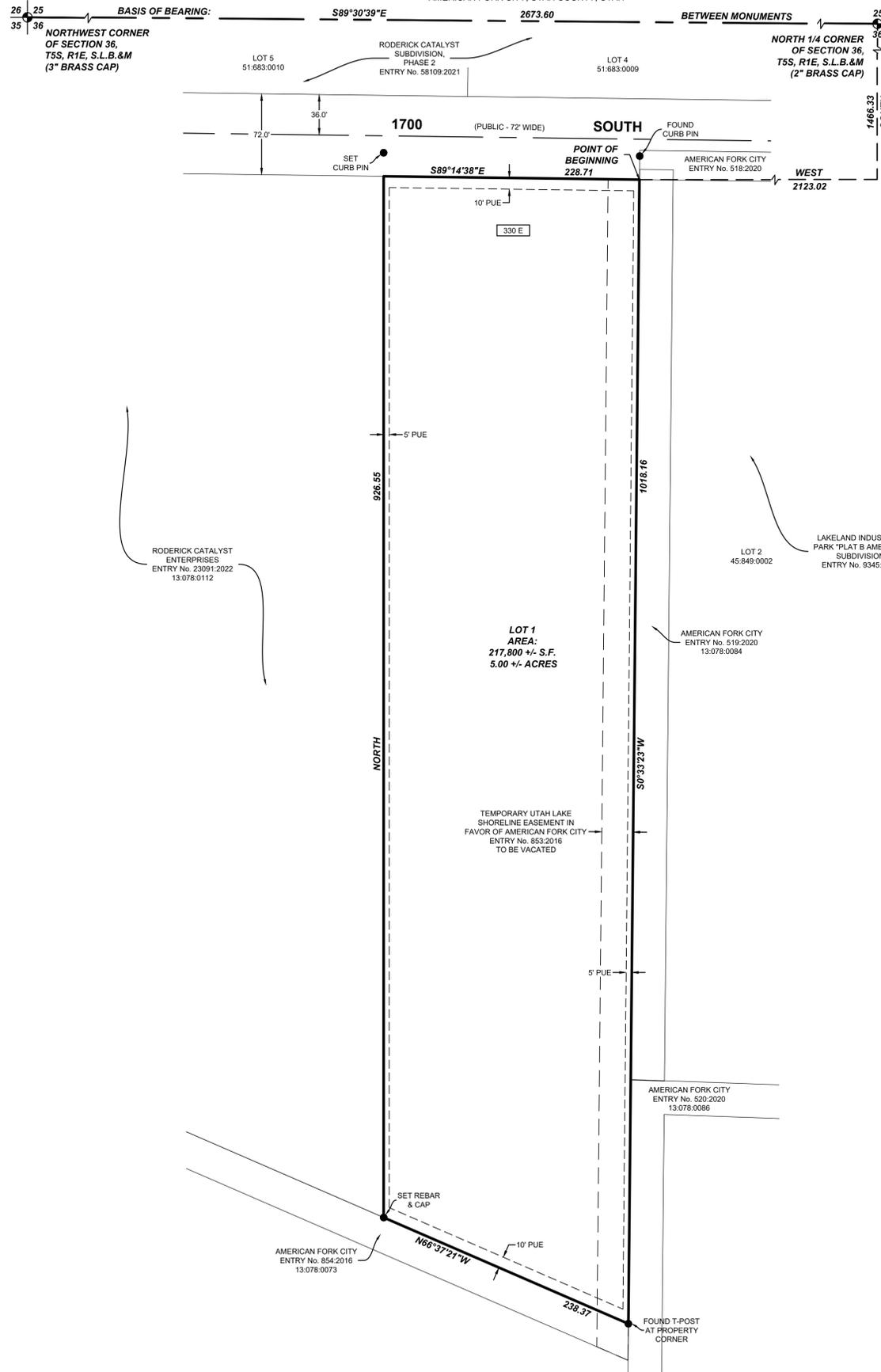
- MONUMENT LINE
- BOUNDARY LINE
- ADJACENT PROPERTY LINE
- xxxxxx BOOK/PAGE
- xxxxxxx ENTRY NUMBER
- ⊙ SECTION CORNER

civilsolutionsgroup inc.

CACHE VALLEY | P: 435.213.3762
 SALT LAKE | P: 801.216.3192
 UTAH VALLEY | P: 801.874.1432
 info@civilsolutionsgroup.net
 www.civilsolutionsgroup.net

FINAL PLAT
OF
**CLIMB VENTURES
SUBDIVISION**

LOCATED IN THE NW 1/4 OF SECTION 36, T5S, R1E, SLB&M
AMERICAN FORK CITY, UTAH COUNTY, UTAH



- NOTES:**
- LOWEST FLOOR SLAB ELEVATION MUST BE A MINIMUM OF 3 FEET ABOVE WATER LEVEL MEASURED DURING SPRING SEASON - OR SUPPORTIVE GEOTECHNICAL INFORMATION INDICATING OTHERWISE.
 - A TITLE COMMITMENT PREPARED BY METRO NATIONAL TITLE ASSOCIATES, LLC, LAYTON, UTAH, WITH A COMMITMENT NUMBER: MA19458, COMMITMENT DATE: APRIL 17, 2025, WAS UTILIZED IN THE PREPARATION OF THIS SURVEY. CIVIL SOLUTIONS GROUP, INC. IS ENTITLED TO RELY ON THE ACCURACY OF THIS DOCUMENT, AND IS NOT LIABLE FOR ERRORS AND OMISSIONS BASED ON THE RELIANCE OF SAID TITLE REPORT. UNLESS NOTED OTHERWISE, ANY RECORD PARCELS OR TITLE EXCEPTIONS/EASEMENTS NOTED ON THIS SURVEY ARE REFERENCED FROM THIS DOCUMENT.
 - OFF-SET PINS TO BE PLACED IN THE BACK OF THE CURB AND 5/8" BY 24" REBAR WITH CSG ENG & SURVEY CAP TO BE PLACED AT ALL LOT REAR CORNERS PRIOR TO OCCUPANCY.
 - SUBJECT PROPERTY FALLS WITHIN FLOOD ZONE 'AE' AS DELINEATED BY F.E.M.A FLOOD INSURANCE RATE MAP, COMMUNITY PANEL MAP 49049C0308F EFFECTIVE DATE JUNE 19, 2020.
 - CURRENT ZONING: I-1 (INDUSTRIAL)
 - LAND USE DESIGNATION: DESIGN INDUSTRIAL
 - BUILDING PERMITS WILL NOT BE ISSUED FOR ANY DWELLING UNTIL FIRE HYDRANTS ARE INSTALLED, APPROVED BY THE FIRE MARSHALL AND CHARGED WITH CULINARY WATER.

SURVEYOR'S CERTIFICATE
 I, CURTIS BOWN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 12606452-2201 IN ACCORDANCE WITH TITLE 58, CHAPTER 22 OF UTAH STATE CODE. I FURTHER CERTIFY BY AUTHORITY OF THE OWNER(S) THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-73-504 OF SAID CODE, AND HAVE ALSO SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS, AND THE SAME HAS, OR WILL BE CORRECTLY SURVEYED, STAKED AND MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT, AND THAT THIS PLAT IS TRUE AND CORRECT.

Curtis Bown
 FEBRUARY 9, 2026
 CURTIS BOWN DATE
 PROFESSIONAL LAND SURVEYOR
 CERTIFICATE NO. 12606452-2201

BOUNDARY DESCRIPTION
 (FROM TITLE REPORT REFERENCED IN NOTE #2)
 BEGINNING AT A POINT SOUTH 1466.33 FEET AND WEST 2123.02 FROM THE NORTH QUARTER CORNER OF SECTION 36, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN AND RUNNING THENCE SOUTH 00°33'23" WEST 1018.16 FEET; THENCE NORTH 66°37'21" WEST 238.37 FEET; THENCE NORTH 926.55 FEET; THENCE SOUTH 89°14'38" EAST 228.71 FEET TO THE POINT OF BEGINNING.
 CREATES 1 LOT & CONTAINS: 5.00 +/- ACRES

OWNER'S DEDICATION
 KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED ARE THE OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND, AND HEREBY CAUSE THE SAME TO BE DIVIDED INTO LOTS, PARCELS AND STREETS, TOGETHER WITH EASEMENTS AS SET FORTH TO BE HEREAFTER KNOWN AS:

**CLIMB VENTURES
SUBDIVISION**

AND DO HEREBY DEDICATE FOR THE PERPETUAL USE OF THE PUBLIC ALL STREETS AND OTHER AREAS SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE. THE UNDERSIGNED OWNERS ALSO HEREBY CONVEY TO ANY AND ALL PUBLIC UTILITY COMPANIES A PERPETUAL, NON-EXCLUSIVE EASEMENT OVER THE PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF UTILITY LINES AND FACILITIES. THE UNDERSIGNED OWNERS ALSO HEREBY CONVEY ANY OTHER EASEMENTS AS SHOWN ON THIS PLAT TO THE PARTIES INDICATED AND FOR THE PURPOSES SHOWN HEREON.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS ____ DAY OF _____, 20__.

 (SIGNATURE)
 CLIMB VENTURES, LLC
 BY: _____ (PRINTED NAME)
 ITS: _____

CORPORATE ACKNOWLEDGMENT
 ON THIS ____ DAY OF _____, 20__, PERSONALLY APPEARED BEFORE ME _____, WHOSE IDENTITY IS PERSONALLY KNOWN TO ME (OR PROVEN ON THE BASIS OF SATISFACTORY EVIDENCE) AND WHO BY ME DULY SWORE/AFFIRMED, DID SAY THAT HE/SHE IS THE _____ OF CLIMB VENTURES, LLC AND THAT SAID DOCUMENT WAS SIGNED BY HIM/HER IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BYLAWS, OR RESOLUTION OF ITS BOARD OF DIRECTORS, AND SAID LIMITED LIABILITY CORPORATION ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC (SIGNATURE)
 RESIDING IN _____ COUNTY
 MY COMMISSION No. _____ PRINTED FULL NAME OF NOTARY

CITY RECORDER'S APPROVAL
 APPROVED THIS ____ DAY OF _____, A.D. 20__ BY THE AMERICAN FORK CITY RECORDER.

ACCEPTANCE BY DEVELOPMENT REVIEW COMMITTEE APPROVAL AUTHORITY
 THE DEVELOPMENT REVIEW COMMITTEE APPROVAL AUTHORITY OF AMERICAN FORK CITY, COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS AND EASEMENTS FOR THE PERPETUAL USE OF THE PUBLIC THIS ____ DAY OF _____, A.D. ____.

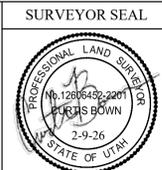
DEVELOPMENT SERVICES DIRECTOR
 PUBLIC WORKS DIRECTOR
 FIRE CHIEF

FINAL PLAT
 OF
**CLIMB VENTURES
SUBDIVISION**
 LOCATED IN THE NW 1/4 OF SECTION 36, T5S, R1E, SLB&M
 AMERICAN FORK CITY, UTAH COUNTY, UTAH

AMERICAN FORK CITY CLERK APPROVAL
 APPROVED THIS ____ DAY OF _____, A.D. 20__ BY AMERICAN FORK CITY CLERK.
 AMERICAN FORK CITY CLERK _____

AMERICAN FORK CITY APPROVAL
 APPROVED THIS ____ DAY OF _____, A.D. 20__ BY AMERICAN FORK CITY MAYOR.
 AMERICAN FORK CITY MAYOR _____

WATER & SEWER AUTHORITY APPROVAL
 APPROVED THIS ____ DAY OF _____, A.D. 20__ BY THE WATER & SEWER AUTHORITY.
 PUBLIC WORKS DEPARTMENT DIRECTOR _____



SURVEYOR SEAL
 NOTARY PUBLIC SEAL
 RECORDER SEAL

ORDINANCE NO. _____

AN ORDINANCE VACATING A PORTION OF A TRAIL EASEMENT AT 300 EAST 1700 SOUTH AMERICAN FORK, UTAH

WHEREAS, the City of American Fork has received a request to vacate a portion of the trail easement at 300 East 1700 South and

WHEREAS, staff has reviewed the request to vacate a portion of the trail easement under title 10, Chapter 20 of the Utah State Code (as amended) and has determined the vacation of the easement is not in conflict with current city code; and

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

WHEREAS, the City gave advance public notice of its intent to vacate a portion of said easement as required by state law and then held a public hearing on _____, 20____, regarding such intent and carefully considered the comments of the public thereof.

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

SECTION I: Vacation of a portion of a trail easement at 300 East 1700 South American Fork, Utah

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

VACATING A PORTION OF THAT EASEMENT DESCRIBED IN ENTRY No. 853:2016

A portion of Utah County Parcel 13:078:0103, located in Section 36, Township 5 South, Range 1 East, Salt Lake Base and Meridian, in American Fork City, Utah County, Utah, being more particularly described as follows:

Beginning at a point on Grantor’s Easterly Property line located N89°30’39”W 2123.11 feet along the Section Line and South 1484.45 feet from the North Quarter Corner of Section 36, Township 5 South, Range 1 East, Salt Lake Base & Meridian, and running thence S00°33’23”W 1018.16 feet along the grantor’s easterly property line; thence N66°37’21”W 30.38 feet along grantor’s southerly property; thence N00°33’23”E 1006.47 feet; thence S89°14’38”E 28.00 feet to the point of beginning.

Contains: 0.651+/- acres

Attachment: Trail Easement Ordinance - Climb Concrete (Trail Easement Partial Vacation for Climb Concrete (300 East 1700 South))

SECTION II: SEVERABILITY

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

SECTION III: EFFECTIVE DATE

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

PASSED AND ADOPTED by the City Council of American Fork City this _____ day of _____, 20____.

ATTEST:

Bradley J. Frost, Mayor

Terilyn Lurker, City Recorder

Attachment: Trail Easement Ordinance - Climb Concrete (Trail Easement Partial Vacation for Climb Concrete (300 East 1700 South))



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
MARCH 10, 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. 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

Title 5 - Business License code 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.

Attachment: Title 5 - Business License code amendment (Business License Code amendments)

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.

AMERICAN FORK CITY

Bradley J. Frost
Mayor

ATTEST:

Terilyn Lurker, City Recorder

Attachment: Title 5 - Business License code amendment (Business License Code amendments)

Exhibit A

Redline Amendments to Chapter 5 – Business Licenses

Exhibit B

Clean Version – Chapter 5 Business Licenses (As Amended)

Exhibit A

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

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 10, 2026**

Department Recorder Director Approval Terilyn Lurker

AGENDA ITEM Review and action on acceptance of the withdrawal of application for the Harbor Road Plat E Annexation.

SUMMARY RECOMMENDATION

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

BACKGROUND

The Boat Harbor Road Plat E annexation process was initiated in March 2022. At the time the petition was submitted, one parcel of land was excluded from the annexation area. The exclusion of this parcel would have resulted in the creation of an island of unincorporated land. The applicants have since requested to withdraw the annexation application with the intent to restart the annexation process and include the previously excluded parcel.

BUDGET IMPACT

NA

SUGGESTED MOTION

Move to accept the withdrawal of application for the Harbor Road Plat E annexation.

SUPPORTING DOCUMENTS

Harbor Road Annexation_Formal Withdrawal of Application_2026.03.02 (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: Harbor Road Annexation Plat E
Reference No(s): _____
Property Address: 450 West 1500 South
Utah County Parcel No(s): 13:064:0051, 13:071:0025,

Reason for Withdrawal (Required):

Adjoining property annexation did not move forward and this annexation would create an island (UDOT Parcel). Current annexation needs to be withdrawn to start a new annexation application.

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 of American Fork City will discontinue and where applicable, my application will be withdrawn from the review a. 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: *Blaine Patterson*

Title: President - PHI Properties, Inc.

Printed Name: Blaine Patterson

Date: 2-25-26

Authorized Representative Signature: *Ross Welch*

Title: Head of Development.

Printed Name: Ross Welch

Date: 2-25-26

Attachment: Harbor Road Annexation_Formal Withdrawal of Application_2026.03.02 (Harbor Road Plat D withdrawal)



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: Harbor Road Annexation Plat E
Reference No(s):
Property Address: 450 West 1100 South
Utah County Parcel No(s): 13:070:0028

Reason for Withdrawal (Required):

Adjoining property annexation did not move forward and this annexation would create an island (UDOT Parcel). Current annexation needs to be withdrawn to start a new annexation application.

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 of American Fork City will discontinue and where applicable, my application will be withdrawn from the review a. 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: Rosanna Penrod
Printed Name: Rosanna Penrod
Title:
Date:

Authorized Representative Signature:
Printed Name:
Title:
Date:

Attachment: Harbor Road Annexation_Formal Withdrawal of Application_2026.03.02 (Harbor Road Plat D withdrawal)



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
MARCH 10, 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

12-9-2025 Shareholder Agreement Resolution Final (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 December 30, 2025. 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 December 30, 2025.

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 9TH DAY OF DECEMBER 2025.

ATTEST:

Bradley J. Frost, Mayor

Terilyn Lurker, Recorder

Attachment: 12-9-2025 Shareholder Agreement Resolution Final (Shareholder discount and long-term rental agreement resolution)