



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 regular session on Tuesday, April 14, 2026, in the American Fork City Hall, 31 North Church Street, commencing at 7:00 p.m. The agenda shall be as follows:

REGULAR SESSION

1. Pledge of Allegiance; Invocation by Council Member Hunter; roll call.
2. Presentation of the HERO Award to John Miller.
3. Recognition of Adam Ellison for his work with Utah's Law Enforcement Agency Accreditation Program.
4. Presentation of the Just Serve award.
5. Twenty-minute public comment period - limited to two minutes per person.
6. City Administrator's Report
7. Council Reports
8. 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 March 17, 2026, work session minutes.
2. Approval of the March 24, 2026, city council minutes.
3. Approval of the authorization to release the Improvements Construction Guarantee in the amount of \$69,317.50 and issue a Notice of Acceptance for the Lakeland Industrial Plat B construction of public improvements located at 360 East 1700 South.
4. Ratification of city payments (March 18, 2026, to April 7, 2026) and approval of purchase requests over \$50,000.

ACTION ITEMS

1. Review and action on appointments to the following boards and committees:
 - a. Beautification Committee
 - b. Cemetery Committee
2. Review and action on approval of the 2026 Arbor Day Proclamation.
3. Review and action on approval of the authorization to release the Improvements Durability Retainer of \$767,408.40 for Spring Leaf Townhomes, located at 900 East Pacific Drive.
4. Review and action on a resolution accepting the petition for annexation of the Lake House Annexation consisting of 9.153 acres at approximately 1300 South 100 West.
5. Review and action on a resolution accepting the petition for annexation of the Willow Tree Farm Annexation consisting of 11.13 acres at approximately 1300 South 100 East.

6. Review and action on the award of the contract for the American Fork City 200 South 300 West Roundabout project.
7. Review and action on the award of American Fork City Fiscal Year 2026 Road Rehabilitation 100 West from 100 North to 700 North Utilities Phase 1 project.
8. Review and action on the award of the contract for the American Fork Police Department remodel project.
9. Review and action on a resolution declaring the intent to annex the 620 South Annexation consisting of 19.03 acres at approximately 700 West 620 South.
10. Review and action on a resolution approving amendments to the General Fee Schedule regarding Storm Drain fees.
11. Review and action on a resolution approving the disposition of lost or mislaid property or seized property.
12. Consideration and action to enter into a closed session to discuss the sale and/or purchase of real property as described in Utah State Code 52-4-204 and 52-4-205.
1. Adjournment.

Dated this 10th day of April 2026.

/s/Terilyn Lurker
City Recorder

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



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
APRIL 14, 2026**

Department Public Works

Director Approval Sam Kelly

AGENDA ITEM Approval of the authorization to release the Improvements Construction Guarantee in the amount of \$69,317.50 and issue a Notice of Acceptance for the Lakeland Industrial Plat B construction of public improvements located at 360 East 1700 South.

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

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

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

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

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

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

SUGGESTED MOTION Move to accept the improvements and authorize the Mayor to execute the Notice of Acceptance for the Lakeland Industrial Plat B public improvements located at 360 East 1700 South. To authorize the issuance of documents and/or payments to release the Improvement Construction Guarantee (ICG). Commence the Durability Testing Period by

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

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

SUPPORTING DOCUMENTS

Lakeland Industrial Plat B - Notice of Acceptance-Improvement Completion Assurance Release
(PDF)



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

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

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

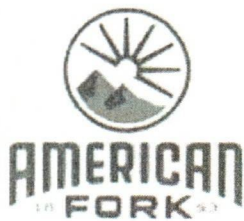
Amount Released: \$69,317.50

PASSED THIS 14 DAY OF APRIL 2026

City Representative, American Fork City

ATTEST:

Terilyn Lurker, City Recorder



BOND RELEASE REQUEST

Development Name: Phelon Lakeland Phase 2 or B

Development Address: 360 East 1700 South American Fork

*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
Sidewalk	1	1	67,317.50	67,317.50	
Total				67,317.50	

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

Please send check/bank letter to:

Name: Phelon Lakeland LLC.

Bank (if applicable): _____

Address: 731 N Coulson Dr.

City: Lindon State: Utah Zip: 84042

Phone: _____ Email: liz@espexcavation.com

Signature: [Handwritten Signature] Date: 3-26-2026

City Official Use Only	
<input type="checkbox"/> Sewer inspection completed	
Administrative Signature: <u>[Handwritten Signature]</u>	Date: <u>3-31-26</u>
Inspector Signature: <u>[Handwritten Signature]</u>	Date: <u>3-26-2026</u>

Attachment: Lakeland Industrial Plat B - Notice of Acceptance-Improvement Completion Assurance Release (Final Bond Release)



ESP Excavation, Inc
 55 North Merchant St.
 PO Box 1090
 American Fork, Utah 84003

JOB ESTIMATE

E-mail: AR@espexcavation.com Office: 801-756-7709
 Fax: 801-756-1721

Date	2/13/2024	Estimate #	11351
Job Name:	Plat B Improvements		
Job #:	LL1700S		
Job Location:	390 East 1700 South Am. Fork		
Terms	10th of the month		

Customer / Address
Phelon Lakeland LLC 731 N Coulson Dr. Lindon, Utah 84042

JOB DESCRIPTION	Qty	Cost	Total
Base and grade for 10' Sidewalk LF	595	20.00	11,900.00
Install 10' sidewalk LF	595	65.00	38,675.00
Sales Tax		7.25%	0.00
Install 4" thick 10' sidewalk	5950 sf	\$11.65/sf	\$69,317.50

Estimated by Stephen W. Phelon **Total** **\$69,317.50** ~~\$50,575.00~~

***NOTE:** This bid does not include compaction testing, city fees, permits, engineering, surveying, or staking. Any item not called out in this bid is not included. This is a per unit price bid and will be billed by actual footage, or unit. This estimate is for completing the job as described above. It is based on our evaluation and does not include additional labor and materials which may be required should unforeseen problems or adverse weather conditions arise after the work has started. Due to fluctuation in prices of aggregate, asphalt, concrete, pipe materials, and fuel, the cost may raise, this bid is figured with cost of those items today any cost difference will be passed on to developer. Remedy costs due to conflicts with existing utilities will be charged to developer. If new water main, sewer main, pi, or storm drain run parallel to high pressure gas, fiber optic cable, or other existing utility closer than 3', it will be an extra \$5.00 per LF to install.

By signing below I agree to pay all amount(s) owed within 30 days of when such amount(s) are incurred. I agree that it is and shall remain my responsibility to pay all amounts owing as set forth herein. I agree that interest will accrue on all past-due amounts at the rate of 18% per annum (1.5% per month) until paid in full. In the event any amount(s) is/are referred to a third party debt collection agency, I agree that in addition to any other amount(s) allowed for by law, (such as interest, court costs, reasonable attorney's fees, etc.) I will also be responsible for a collection fee of up to 40% of the principle amount(s) owing as allowed by Utah Code Annotated, sec. 12-1-11. The terms of this paragraph shall apply to all amount(s) incurred by me or by any individual for whom I have legal responsibility whether such amount(s) are incurred today or after today.

It's been a pleasure working with you!
 Signature _____ Date _____

Attachment: Lakeland Industrial Plat B - Notice of Acceptance-Improvement Completion Assurance Release (Final Bond Release)

American Fork City
51 E Main St

American Fork UT 84003-2381 801-763-3000

Receipt No: 22.001501 Apr 10, 2024

Phelon Lakeland

Building Permits-Performance Bonds - Lakeland Plat B	69,317.50
Building Permits-Performance Bonds - 10% Lakeland Plat B	6,931.75
Total:	<u>76,249.25</u>
Check Chk No: 246	76,249.25
Total Applied:	<u>76,249.25</u>
Change Tendered:	<u>.00</u>

04/10/2024 09:33

Attachment: Lakeland Industrial Plat B - Notice of Acceptance-Improvement Completion Assurance Release (Final Bond Release)



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
APRIL 14, 2026**

Department Recorder Director Approval Terilyn Lurker

AGENDA ITEM Review and action on appointments to the following boards and committees:

BACKGROUND

Names with corresponding term ending dates will be provided prior to the meeting.

BUDGET IMPACT

N/A

SUGGESTED MOTION

Move to approving the appointments as presented.

SUPPORTING DOCUMENTS



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
APRIL 14, 2026**

Department Recorder Director Approval Terilyn Lurker

AGENDA ITEM Review and action on approval of the 2026 Arbor Day Proclamation.

SUMMARY RECOMMENDATION

Staff recommends approval of the Arbor Day 2026 Proclamation

BACKGROUND

Each year, American Fork City passes a proclamation setting aside a day as Arbor Day. This year, Arbor Day is on Friday, April 24th. A ceremony will be held on Thursday, April 30th, at 10:00 a.m. at Robinson Park.

BUDGET IMPACT

N/A

SUGGESTED MOTION

Move to adopt the Arbor Day 2026 Proclamation.

SUPPORTING DOCUMENTS

Arbor Day Proclamation 2026 (DOC)

ARBOR DAY 2026 PROCLAMATION AMERICAN FORK CITY

- Whereas,* In 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees, and
- Whereas,* this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and
- Whereas,* Arbor Day is now observed throughout the nation and the world, and
- Whereas,* trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife, and
- Whereas,* trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and
- Whereas,* trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and
- Whereas,* trees, wherever they are planted, are a source of joy and spiritual renewal,
- Now,*
- Therefore,* I, Bradley J. Frost, Mayor of the City of American Fork, do hereby proclaim April 24, 2026, as Arbor Day in the City of American Fork and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and
- Further,* I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Dated this 14 day of April in the year 2026.

Bradley J. Frost, Mayor



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
APRIL 14, 2026**

Department Public Works

Director Approval Sam Kelly

AGENDA ITEM Review and action on the authorization to release the Improvements Durability Retainer of \$767,408.40 for Spring Leaf Townhomes, located at 900 East Pacific Drive.

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 \$767,408.40 for Spring Leaf Townhomes, 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.

SUPPORTING DOCUMENTS

Spring Leaf Townhomes warranty release for City Council 4-14-26(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 SPRING LEAF TOWNHOMES 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: \$767,408.40

PASSED THIS 14 DAY OF APRIL 2026

City Representative, American Fork City

ATTEST:

Terilyn Lurker, City Recorder

Name of Development: Springleaf Townhomes

Description of Item	Quantity	Unit	Unit Price	Total
IRRIGATION				
24" HDPE	550	LF	\$45.00	\$24,750.00
Cleanout Basin	6	Each	\$400.00	\$2,400.00
SEWER				
8" PVC Sewer Line	905	LF	\$28.00	\$25,340.00
5' Sewer Manhole CIP	1	Each	\$5,250.00	\$5,250.00
5' Sewer Manhole Precast	5	Each	\$3,400.00	\$17,000.00
Sanitary Sewer Lateral Connection	49	Each	\$1,100.00	\$53,900.00
Inspection & Testing	1	LS	\$1,500.00	\$1,500.00
CULINARY WATER				
8" DI Culinary Water	1630	LF	\$32.00	\$52,160.00
8" Gate Valve	7	Each	\$1,300.00	\$9,100.00
8" Tee	2	Each	\$1,500.00	\$3,000.00
8" Bends	5	Each	\$400.00	\$2,000.00
8" Cap & Blowoffs	3	Each	\$600.00	\$1,800.00
Hot tap	3	Each	\$2,300.00	\$6,900.00
Fire Hydrant Assembly	5	Each	\$5,150.00	\$25,750.00
1" Water Service Lateral	49	Each	\$1,250.00	\$61,250.00
PRESSURIZED IRRIGATION				
6" PVC Pipe	675	LF	\$21.00	\$14,175.00
6" Gate Valve	1	Each	\$1,175.00	\$1,175.00
6" Cap & Blowoff	1	Each	\$600.00	\$600.00
Hot tap	1	Each	\$1,800.00	\$1,800.00
STREETS				
Asphalt 4"	30255	SF	\$1.60	\$48,408.00
Roadbase 8"	30255	SF	\$0.80	\$24,204.00
24" Curb & Gutter (4" untreated base course included)	1220	LF	\$17.00	\$20,740.00
Sidewalk 4" Thick (4" untreated base course included)	5680	SF	\$5.00	\$28,400.00
Concrete Drive Approach	1165	SF	\$8.00	\$9,320.00
Testing: Compaction, Slump, etc.	1	LS	\$2,000.00	\$2,000.00
STORM DRAINAGE				
15" RCP Storm Drain	975	LF	\$37.00	\$36,075.00
Inlet 3x3	8	Each	\$2,140.00	\$17,120.00
Contech oil water separator	1	Each	\$7,400.00	\$7,400.00
CONSTRUCTION MANAGEMENT/MISC.				
As Builts Mylar & Disks	1	Each	\$1,000.00	\$1,000.00
Street & Traffic Signs	4	Each	\$450.00	\$1,800.00
Clean up post construction	1	LS	\$2,200.00	\$2,200.00
Subdivision Monument	2	Each	\$5,000.00	\$10,000.00
LANDSCAPING				
Full landscaping	99515	SF	\$1.80	\$179,127.00

\$697,644.00

10% Durability - retained at ICG release \$69,764.40

ICG Amount \$767,408.40

Attachment: Spring Leaf Townhomes warranty release for City Council 4-14-26 (Durability Release)

BOND No. SU 1160005

SITE IMPROVEMENT PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, **Rimrock Construction, LLC**, as Principal with our address being 11716 South 700 East Draper, Utah 84020 and the Arch Insurance Company, as Surety a corporation duly licensed to conduct business in the state of Utah, with its' corporate headquarters and main mailing address Harborside 3, 210 Hudson Street, Suite 300 Jersey City, NJ 07311 are held and firmly bound unto American Fork City with an address of 275 East 200 North American Fork, Utah 84003, as Obligee, in the sum of Seven Hundred Sixty Seven Thousand Four Hundred Eight and 40/100 (\$767,408.40) **Dollars**, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the above named Principal, has agreed to construct in the City of American Fork the following improvements: SEE ATTACHMENT Schedule A

NOW, THEREFORE, the condition of this obligation is such, that if the above Principal shall well and truly perform said construction in accordance with agreement(s) between Principal and Obligee during the original term thereof or of any extension of said term that may be granted by the Obligee with or without notice to the Surety, this obligation shall be void, otherwise it shall remain in full force and effect.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the said Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact, this 5th day of **September**, 2019.

Arch Insurance Company

By: Judy Parry Attorney-in-Fact

Rimrock Construction, LLC

1
Print Name & Title

Attachment: Spring Leaf Townhomes warranty release for City Council 4-14-26 (Durability Release)



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
APRIL 14, 2026**

Department Recorder Director Approval Terilyn Lurker

AGENDA ITEM Review and action on a resolution accepting the petition for annexation of the Lake House Annexation consisting of 9.153 acres at approximately 1300 South 100 West.

SUMMARY RECOMMENDATION

BACKGROUND

Section 17.20.050 of the city code outlines the procedures for annexation applications. The Notice of Intent to annexation this property was submitted to the city recorder on September 9, 2025. Prior to the submittal, the applicant met with city staff for a review of the annexation request, with an annexation report being prepared. On March 23, 2026, the petition for annexation of the Lake House Annexation was submitted to the city recorder. Pursuant to Utah Code § 10-2-807, the annexation petition is before the city council for acceptance or denial.

BUDGET IMPACT

N/A

SUGGESTED MOTION

Acceptance of Petition:

Move to adopt the resolution accepting the petition for annexation of the Lake House Annexation consisting of 9.153 acres at approximately 1300 South 100 West.

Denial of Petition:

Move to deny the petition for annexation of the Lake House Annexation consisting of 9.153 acres at approximately 1300 South 100 West.

SUPPORTING DOCUMENTS

- 4. Resolution accepting the Petition for Annexation - Lake House Annexation (PDF)
- 1. Lake House Property Annexation - Complete Report to Council_10.22.2025 (PDF)

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A PETITION FOR ANNEXATION OF 9.153 ACRES LOCATED AT APPROXIMATELY 1300 SUTH 100 WEST, KNOWN AS THE LAKE HOUSE ANNEXATION, FROM LAKESHORE PROPERTIES LLC, OWNER OF REAL PROPERTY OF LAND, INTO AMERICAN FORK CITY.

WHEREAS, on March 23, 2026, the owners of certain real property, Ryan Salter for Lakeshore Properties LLC, filed a petition with the city recorder requesting that property located at approximately 1300 South 100 West be annexed into the corporate boundaries of American Fork City; and

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

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

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

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

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

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

SECTION 2. The American Fork City Council hereby accepts for further consideration the petition to annex 9.153 acres of real property known as the Lake House Annexation as set forth on Exhibit B under the provisions of Utah State Code and hereby refers the petition to the city recorder for review pursuant to Utah State Code § 10-2-807(1)(a)(B).

ADOPTED AND PASSED BY THE AMERICAN FORK CITY COUNCIL this 14th day of April 2026.

Bradley J. Frost, Mayor

ATTEST:

Terilyn Lurker, City Recorder

Attachment: 4. Resolution accepting the Petition for Annexation - Lake House Annexation (Acceptance/Denial of Petition to Annex - Lake



American Fork 4.4.a
Recorder's Office
51 E. Main Street
American Fork, UT 84003
801-763-3000

Petition for Annexation

Petition Title: Lakehouse Annexation

Property Location: 6595 N 6000 West American Fork UT

Acres: ~~8.156~~ ^{PS}
9.153

Property Owner Names:

Lakehouse Properties LLC

Property Address:

6595 N 6000 W American Fork

Parcel ID#:

130640061

(Attach Additional Sheets if needed)

Sponsor Name: Ryan Saller

Phone:

Address:

Email Address:

Include with Petition:

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

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



Petition for Annexation Signature Page

Notice:

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

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

Signature *[Handwritten Signature]* for Lakehouse Properties LLC Ryan Seltzer Parcel ID _____
 _____ Managing Member _____
 Printed Name

Address _____

Telephone Number _____ Email Address _____

Signature _____ Printed Name _____ Parcel ID _____

Address _____

Telephone Number _____ Email Address _____

Signature _____ Printed Name _____ Parcel ID _____

Address _____

Telephone Number _____ Email Address _____

(Attach additional Sheets as needed)

Attachment: 4. Resolution accepting the Petition for Annexation - Lake House Annexation (Acceptance/Denial of Petition to Annex - Lake

CERTIFICATE OF AUTHORITY
LIMITED LIABILITY COMPANY

The undersigned hereby represents, warrants and certifies for the benefit of American Fork City and Utah County, and their respective elected officials (including, without limitation, the American Fork City Recorder and the Utah County Clerk), employees, agents and attorneys that the undersigned (a) is (and at all pertinent times has been) a manager or member-manager (a "Manager") of the limited liability company (the "LLC") described below; (b) is duly authorized to execute and deliver on behalf of the LLC the attached "Petition for Annexation" (the "Petition"); and (c) has duly executed and delivered the Petition on behalf of, and as a general partner of, the Partnership.

Dated this 16 day of March, 2021.

[Handwritten Signature], Manager
(Manager's Signature)

Ryan Soller
(Print Manager's Signature)

Lakehouse Properties LLC
(Print Name of LLC)

NOTICE:

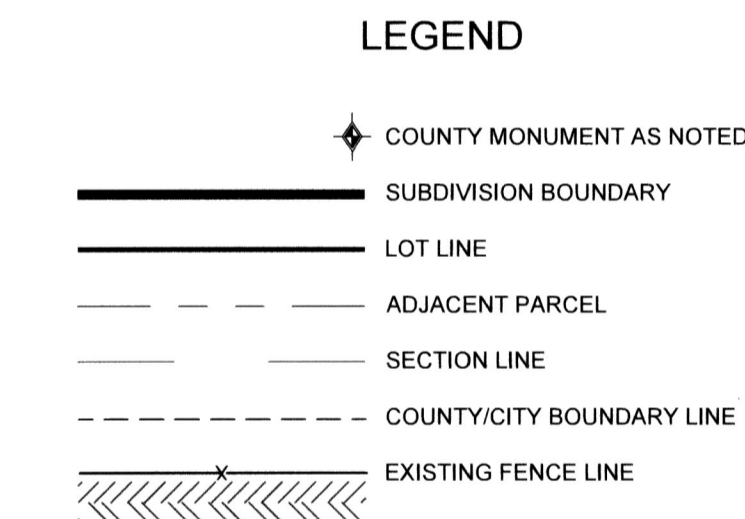
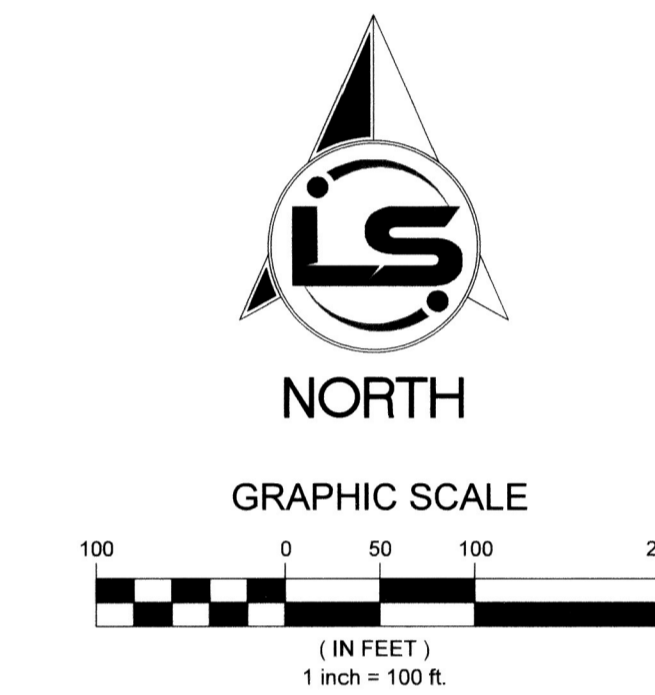
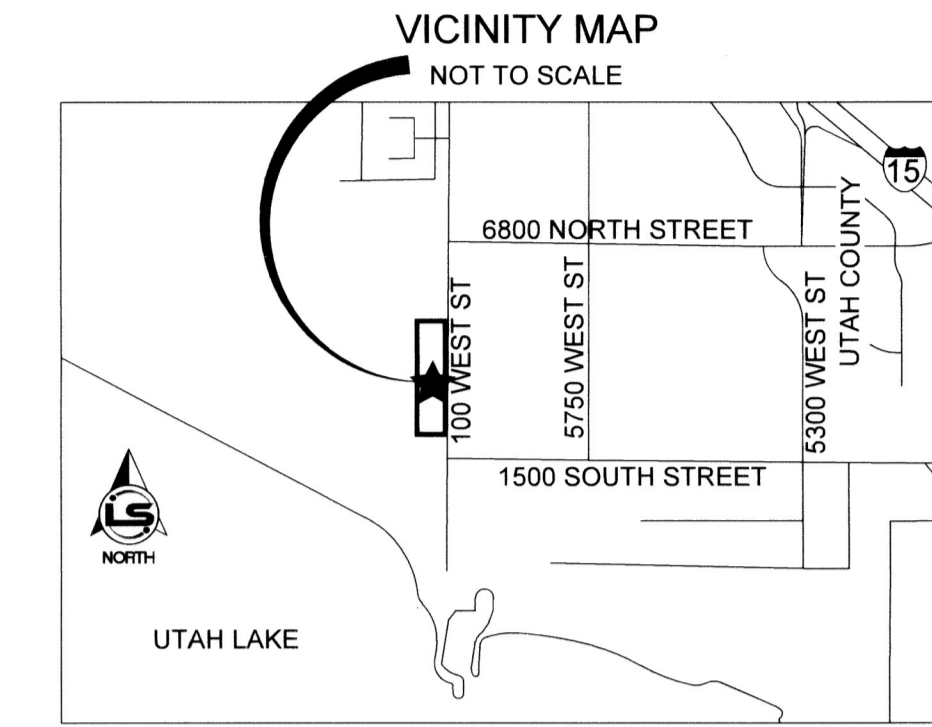
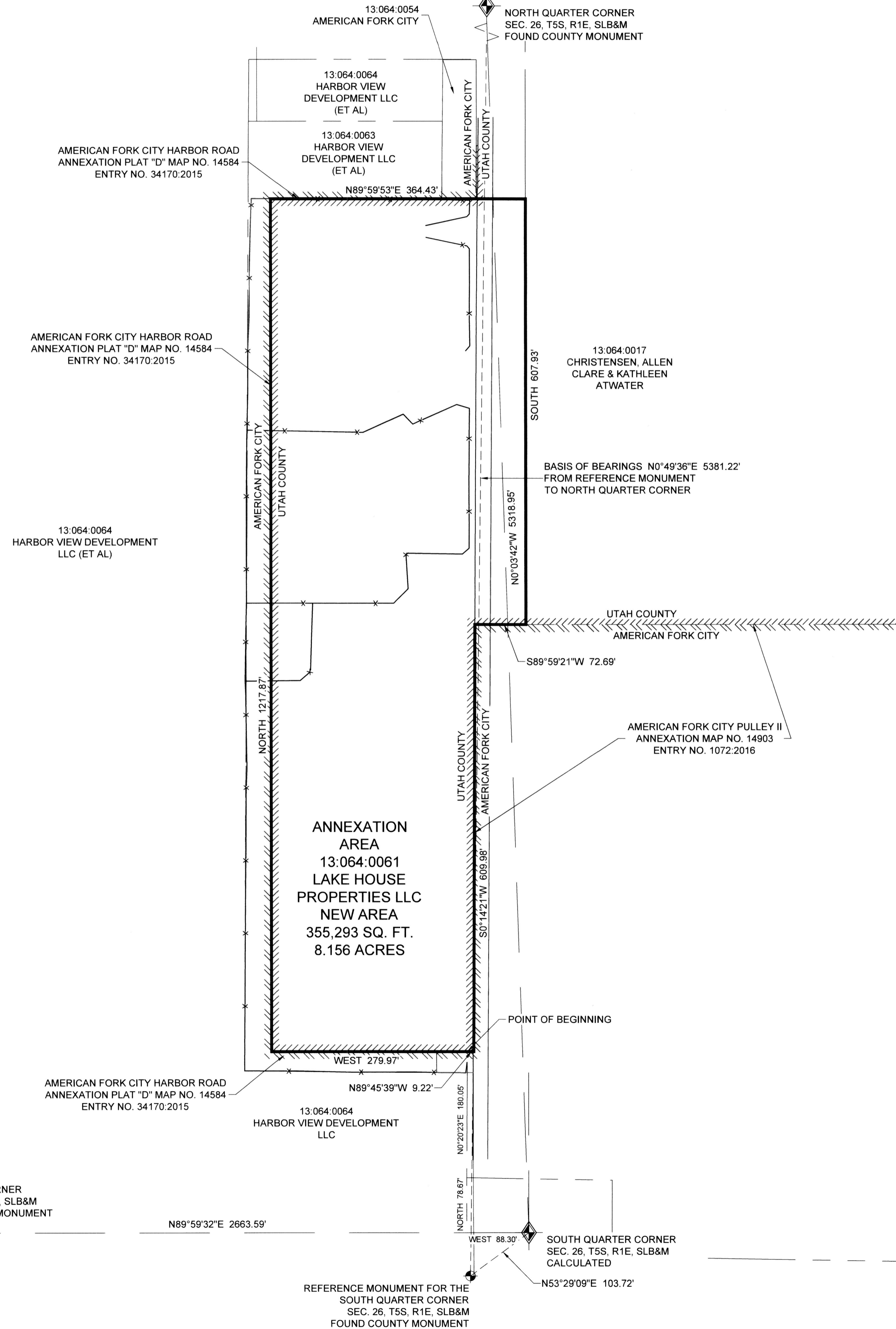
- There will be no public election on the annexation proposed by this petition because Utah law does not provide for an annexation to be approved by voters at a public election.
- If you sign this petition and later decide that you do not support the petition, you may withdraw your signature by submitting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

Attachment: 4. Resolution accepting the Petition for Annexation - Lake House Annexation (Acceptance/Denial of Petition to Annex - Lake

Exhibit "B"

LAKE HOUSE ANNEXATION PLAT ANNEXATION INTO AMERICAN FORK CITY

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 26,
TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN,
AMERICAN FORK, UTAH COUNTY, UTAH
JANUARY 2026



ANNEXATION DESCRIPTION

A PARCEL OF LAND, INTENDED TO EXTEND THE PREVIOUSLY ANNEXED AREAS OF AMERICAN FORK CITY, THAT IS LOCATED IN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, UTAH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF 6000 WEST STREET, SAID POINT ALSO BEING ON THE WESTERLY LINE OF PULLEY ANNEXATION PLAT "A", ON FILE AS MAP NO. 14903, AT THE OFFICE OF THE UTAH COUNTY RECORDER, SAID POINT BEING WEST 88.30 FEET AND NORTH 78.67 FEET AND NORTH 0°20'23" EAST 180.05 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 26, AND RUNNING THENCE ALONG THE EASTERLY LINE OF HARBOR ROAD ANNEXATION PLAT "D" ON FILE AS MAP NO. 14584, AT THE OFFICE OF THE UTAH COUNTY RECORDER THE FOLLOWING THREE (3) COURSES:

- 1) WEST 279.97 FEET;
- 2) NORTH 1,217.87 FEET;
- 3) NORTH 89°59'53" EAST 364.43 FEET TO THE WESTERLY LINE OF PARCEL 13.064.0017; THENCE SOUTH 607.93 FEET TO A POINT ON A NORTHERLY LINE OF SAID PULLEY ANNEXATION PLAT "A"; THENCE ALONG SAID PULLEY ANNEXATION PLAT "A" THE FOLLOWING THREE (3) COURSES:
 - 1) SOUTH 89°59'21" WEST 72.69 FEET;
 - 2) SOUTH 00°42'11" WEST 609.98 FEET;
 - 3) NORTH 89°45'39" WEST 9.22 FEET TO THE POINT OF BEGINNING.

CONTAINING 398,715 SQUARE FEET OR 9.153 ACRES, MORE OR LESS.

NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO ACCURATELY LOCATE THE EXTERIOR BOUNDARIES OF SAID PARCEL FOR THE PURPOSES OF ANNEXATION INTO AMERICAN FORK CITY. THE BASIS OF BEARINGS FOR THIS SURVEY IS THE MONUMENTED SECTION LINE BETWEEN THE NORTH QUARTER CORNER AND REFERENCE MONUMENT OF THE SOUTH QUARTER CORNER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, NAD 83 STATE PLANE GRID BEARING.

SURVEYOR'S CERTIFICATE

I, WILLIS D. LONG, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD LICENSE NO. 10708886 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT THIS SURVEY IS A CORRECT REPRESENTATION OF THE LAND SURVEYED AND THAT THIS PLAT OF ANNEXATION TO THE CITY OF AMERICAN FORK, UTAH, HAS BEEN CORRECTLY DRAWN TO THE DESIGNATED SCALE AND IS A TRUE AND CORRECT REPRESENTATION OF THE FOLLOWING DESCRIPTION OF LANDS INCLUDED IN SAID ANNEXATION, BASED ON DATA COMPILED FROM RECORDS IN THE UTAH COUNTY RECORDER'S OFFICE AND A SURVEY MADE ON THE GROUND IN ACCORDANCE WITH SECTION 17-73-504 HAS BEEN CERTIFIED AND SIGNED BY A PROFESSIONAL LAND SURVEYOR LICENSED UNDER TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYS LICENSING ACT.

SIGNED THIS 5TH DAY OF FEBRUARY, 2026.

Willis D. Long
Willis D. Long, PLS NO. 10708886

ACCEPTANCE OF LEGISLATIVE BODY

WE, THE DULY ELECTED COUNCIL OF THE CITY OF AMERICAN FORK, UTAH, HAVE RECEIVED A REQUEST TO INITIATE PROCEDURES FOR THE ANNEXATION OF THE TRACT OF LAND SHOWN HEREON, WHICH TRACT CONSTITUTES A PORTION OF AN EXISTING ISLAND OR PENINSULA WITHIN OR CONTIGUOUS TO THE CITY, AND DO HEREBY CERTIFY: (1) THE COUNCIL HAS ADOPTED A RESOLUTION SETTING FORTH ITS INTENT TO ANNEX THE TRACT, PROVIDE NOTICE AND CONDUCTED HEARINGS ON THE MATTER, AND ADOPTED AN ORDINANCE PROVIDING FOR THE ANNEXATION OF THE TRACT TO THE CITY; ALL IN ACCORDANCE WITH THE PROVISIONS OF SECTION 10-2-806 AND/OR 10-2-812 UTAH CODE ANNOTATED, AS AMENDED, AND (2) THAT THE COUNCIL DOES HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT OF LAND SHOWN HEREON AS PART OF AMERICAN FORK CITY, TO BE KNOWN HEREAFTER AS THE LAKEHOUSE ANNEXATION.

DATED THIS ____ DAY OF _____, 20__.

MAYOR	COUNCIL MEMBER
COUNCIL MEMBER	COUNCIL MEMBER
COUNCIL MEMBER	COUNCIL MEMBER
CITY RECORDER	

UTAH COUNTY SURVEYOR

THIS PLAT HAS BEEN REVIEWED BY THE COUNTY SURVEYOR AND IS HEREBY CERTIFIED AS A FINAL LOCAL ENTITY PLAT, PURSUANT TO UTAH CODE ANN § 17-73-507 AS AMENDED.

SIGNED THIS ____ DAY OF _____.

SIGNATURE OF UTAH COUNTY SURVEYOR

FINAL LOCAL ENTITY PLAT

LAKE HOUSE ANNEXATION PLAT
ANNEXATION INTO AMERICAN FORK CITY
LOCATED IN THE NORTHEAST QUARTER OF SECTION 26,
TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN,
AMERICAN FORK, UTAH COUNTY, UTAH

DEVELOPER: LAKE HOUSE PROPERTIES LLC 6595 N 6000 WEST AMERICAN FORK, UT 84003	S1 <hr/> 1	SURVEYOR'S SEAL 	NOTARY PUBLIC'S SEAL	CITY-COUNTY ENGINEER'S SEAL	COUNTY RECORDER'S SEAL
 LAYTON SURVEYS LLC <small>Professional Land Surveying 607 S. 500 W. STE. 201 (801) 682-1441 www.laytonsurveys.com 84003, UT 84003</small>					

Memo

TO: American Fork City Council
FROM: American Fork City Planning & Zoning Division and Engineering Division
RE: Staff Report for Lake House Property Annexation (Parcel ID: 13:064:0061)

Location:		6595 N 6000 W
Parcel ID:		13:064:0061
Applicants:		Ryan Slater and Guy Williams
Proposed Land Use:		Residential Low Density
Surrounding Land Use:	North	Residential Low Density
	South	Residential Low Density
	East	Design Industrial
	West	Residential Low Density
Proposed Zoning:		PR- 3.0
Surrounding Zoning:	North	PR- 2.0
	South	PR - 2.0
	East	Unannexed and PI-1
	West	PR – 2.0

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

1. The sponsor must schedule a pre-application meeting with the American Fork City Planning staff for review of the annexation request and an opinion as to whether or not the area proposed for annexation will create an unincorporated island or peninsula. If it is in the opinion of staff that the proposed annexation does not create an unincorporated island or peninsula, the sponsor will be advised to proceed with their application as an annexation by petition. If the Planning Staff determines that, in their opinion, the proposed annexation creates an unincorporated island or peninsula, the sponsor will be so advised and informed of alternative procedures to request annexation by resolution, if applicable.
2. A complete application for annexation shall be filed with the City Recorder.

Attachment: 1. Lake House Property Annexation - Complete Report to Council_10.22.2025 (Acceptance/Denial of Petition to Annex - Lake

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

STAFF FINDINGS:

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

1. Potential demand for City facilities and services:

- a. [The applicant requires connections to sewer, water, and pressurized irrigation. The master plans project the following for the proposed annexation areas, 23.64 ERC for culinary water, 2.61 acres for pressurized irrigation, and 23.64 ERU for sanitary sewer. The applicant will also require storm drain management for the proposed annexation areas. The annexation area is adjacent to 100 West Street, which is identified on the transportation master plan as a minor collector.](#)
- 2. Consistency with the American Fork City General Plan, including the achievement of goals and policies of the American Fork City General Plan and identifying any revisions and amendments of the General Plan required by annexation:**

- a. The American Fork Land Use Plan, as identified in the General Plan, highlights the use of Parcel ID: 13:064:0061 as Residential Low Density land use designation. The Land Use designation informs the zoning that will be allocated to the property.

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

- a. [The annexation area is in the vicinity to 1500 South Street, which contains a 15-inch HDPE storm drain main line \(850 ft away\), 16-inch PVC water line \(550 ft away\), 10-inch PVC pressurized irrigation line \(1250 ft away\), and a 60-inch RCP sanitary sewer \(340 ft away\).](#)

4. Zoning required or recommended:

- a. Parcel IDs: 13:064:0061 is recommended to be placed in the PR 3.0 zoning designation

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

- a. Schools:
 - i. Polaris High School: ~ 1.3
 - ii. American Fork High School: ~ 2.77
 - iii. American Fork Junior High: ~ 3.44
 - iv. Greenwood Elementary: ~ 1.53
 - v. Forbes Elementary: ~ 2.25

- vi. Barratt Elementary: ~ 2.61
- vii. Shelly Elementary: ~ 2.65
- viii. Legacy Elementary: ~ 3.62
- b. Parks:
 - i. Boat Harbor: ~ .45
 - ii. Monarch Park: ~ 1.28
 - iii. Greenwood: ~ 1.22
 - iv. Rotary: ~ 1.45
 - v. Bicentennial: ~ 1.40
 - vi. Lions: ~ 1.69
 - vii. Robinson: ~ 1.81
 - viii. Chipman: ~ 1.87
 - ix. Easton Park: ~ 1.7
 - x. Bamberger: ~ 2.16
- c. Planned Shopping Centers (SC-1 Zones):
 - i. Eastern SC-1 Zone: ~ 1.87
 - ii. Western SC-1 Zone: ~ 2.42

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

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



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
APRIL 14, 2026**

Department Recorder Director Approval Terilyn Lurker

AGENDA ITEM Review and action on a resolution accepting the petition for annexation of the Willow Tree Farm Annexation consisting of 11.13 acres at approximately 1300 South 100 East.

SUMMARY RECOMMENDATION

Staff would recommend approval.

BACKGROUND

Section 17.20.050 of the city code outlines the procedures for annexation applications. The Notice of Intent to annexation this property was submitted to the city recorder on January 6, 2026. Prior to the submittal, the applicant met with city staff for a review of the annexation request, with an annexation report being prepared. On March 30, 2026, the petition for annexation of the Lake House Annexation was submitted to the city recorder.

Pursuant to Utah Code § 10-2-807, the annexation is before the city council for acceptance or denial.

BUDGET IMPACT

N/A

SUGGESTED MOTION

Acceptance of Petition:

Move to adopt the resolution accepting the petition for annexation of the Willow Tree Farm Annexation consisting of 11.13 acres at approximately 1300 South 100 East.

Denial of Petition:

Move to deny the petition for annexation of the Willow Tree Farm Annexation consisting of 11.13 acres at approximately 1300 South 100 East.

SUPPORTING DOCUMENTS

4. Resolution accepting the Petition for Annexation - Willow Tree Farm (PDF)
1. Willow Tree Farm Annexation Draft Report to Council (PDF)

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A PETITION FOR ANNEXATION OF 11.13 ACRES LOCATED AT APPROXIMATELY 1300 SOUTH 100 EAST, KNOWN AS THE WILLOW TREE FARM ANNEXATION, FROM THE WILLIAM AND MARY STREET FAMILY TRUST, OWNER OF REAL PROPERTY OF LAND, INTO AMERICAN FORK CITY.

WHEREAS, on March 30, 2026 the owners of certain real property, William and Mary Street as Trustees of the William and Mary Street Family Trust, filed a petition with the city recorder requesting that property located at approximately 1300 South 100 East be annexed into the corporate boundaries of American Fork City; and

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

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

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

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

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

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

SECTION 2. The American Fork City Council hereby accepts for further consideration the petition to annex 11.13 acres of real property known as the Willow Tree Farm Annexation as set forth on Exhibit B under the provisions of Utah State Code and hereby refers the petition to the city recorder for review pursuant to Utah State Code § 10-2-807(1)(a)(B).

ADOPTED AND PASSED BY THE AMERICAN FORK CITY COUNCIL this 14th day of April 2026.

Bradley J. Frost, Mayor

ATTEST:

Terilyn Lurker, City Recorder

Attachment: 4. Resolution accepting the Petition for Annexation - Willow Tree Farm (Acceptance/Denial of Petition to Annex - Willow Tree Farm



Exhibit "A"

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

4.5.a

Petition for Annexation

Petition Title: Willow Tree Farm Annexation

Property Location: 6535 N 5750 W, American Fork, UT 84003 **Acreage:** 11.13

Property Owner Names:

The William & Mary Street Family Trust

William Street, Trustee

Mary Street, Trustee

Property Address:

6535 N 5750 W, American Fork, UT 84003

6535 N 5750 W, American Fork, UT 84003

6535 N 5750 W, American Fork, UT 84003

Parcel ID#:

13:067:0077 and 13:067:012

(Attach Additional Sheets if needed)

Sponsor Name: William Street

Phone: [REDACTED]

Address: 6535 N 5750 W, American Fork, UT 84003

Email Address [REDACTED]

Include with Petition:

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

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

Attachment: 4. Resolution accepting the Petition for Annexation - Willow Tree Farm (Acceptance/Denial of Petition to Annex - Willow Tree Farm



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

4.5.a

Petition for Annexation Signature Page

Notice:

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

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

DocuSigned by:

William Street

Signature

, Trustee of the William & Mary Street Family Trust William Street, Trustee of the William & Mary Street Family Trust 11-04-2015

Printed Name

13:067:0077 & 13:067:0128

Parcel ID

6535 N 5750 W, American Fork, UT 84003

Address

Telephone Number

Email Address

Signed by:

Mary Street

Signature

, Trustee of the William & Mary Street Family Trust Mary Street, Trustee of the William & Mary Street Family Trust 11-04-2015

Printed Name

13:067:0077 & 13:067:0128

Parcel ID

6535 N 5750 W, American Fork, UT 84003

Address

Telephone Number

Email Address

Signature

Printed Name

Parcel ID

Address

Telephone Number

Email Address

(Attach additional Sheets as needed)

Attachment: 4. Resolution accepting the Petition for Annexation - Willow Tree Farm (Acceptance/Denial of Petition to Annex - Willow Tree Farm

**CERTIFICATE OF AUTHORITY
TRUST**

The undersigned hereby represents, warrants and certifies for the benefit of American Fork City and Utah County, and their respective elected officials (including, without limitation, the American Fork City Recorder and the Utah County Clerk), employees, agents and attorneys that the undersigned (a) is (and at all pertinent times has been) a trustee of the trust (the “Trust”) described below; (b) is duly authorized to execute and deliver on behalf of the Trust the attached “Petition for Annexation” (the “Petition”); and (c) has duly executed and delivered the Petition on behalf of, and as a trustee of, the Trust.

Dated this 30th day of March, ~~2021~~ 2026

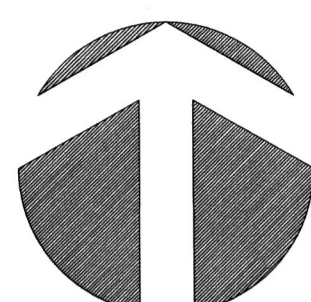
DocuSigned by:
William Street, Trustee of the William & Mary Street Family Trust, Trustee
77BB29576C9E41E
(Trustee’s Signature)
William Street, Trustee of the William & Mary Street Family Trust 11-04-2015
(Print Trustee’s Signature)

The William & Mary Street Family Trust 11-04-2015
(Print Name of Trust)

NOTICE:

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

Attachment: 4. Resolution accepting the Petition for Annexation - Willow Tree Farm (Acceptance/Denial of Petition to Annex - Willow Tree Farm

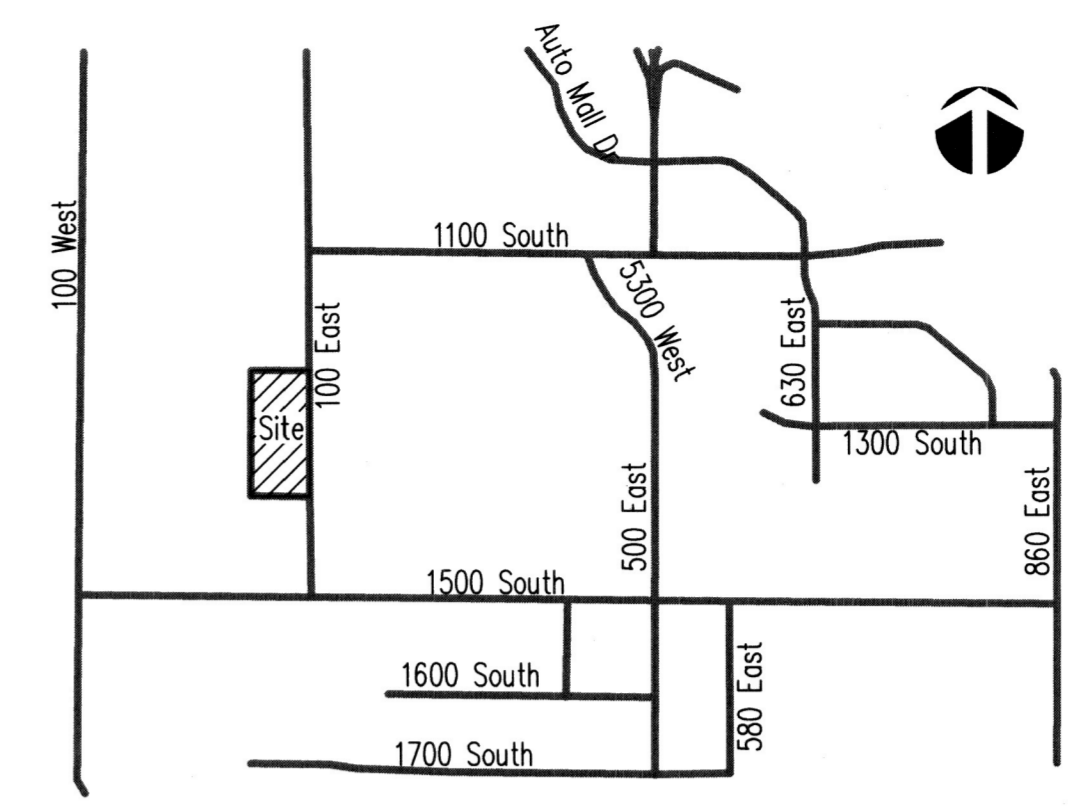


NORTH
1" = 80'

Exhibit "B"

Willow Tree Farm Annexation

American Fork City
Located in the Southeast quarter of Section 26
Township 5 South Range 1 East SLB&M
American Fork City, Utah County



Vicinity Map
(Not to Scale)

Surveyor's Certificate

I, Roger D. Dudley, do hereby certify that I am a professional Land Surveyor, and that I hold certificate No. 147089-2201 in accordance with Title 58, Chapter 22 of the Professional Engineers and Land Surveyors Licensing Act, Utah Code Annotated, 1953 amended. I further certify that this is a true and accurate map of the tract of land to be annexed into the city of American Fork, Utah County, Utah.

Boundary Description

Commencing at a point located South 89°49'51" East along the Section line 1280.54 feet and North 727.48 feet from the South quarter corner of Section 26, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence North 00°41'56" East along Pulley II Plat "A" Annexation 966.90 feet; thence along Dan Frandsen Plat "A" Annexation the following 2 courses: South 89°48'44" East 11.22 feet, North 89°46'00" East 431.66 feet; thence along Frandsen-Gray Plat "A" Annexation the following 5 courses: South 00°23'01" East 297.11 feet, North 89°36'59" East 33.20 feet, South 65°04'22" East 8.25 feet, South 42°56'40" East 26.94 feet, South 74°43'36" East 454.32 feet; thence North 89°57'35" West 467.87 feet; thence South 00°26'51" West 487.85 feet; thence along the Alpine School District American Fork Annexation the following 2 courses: South 89°59'56" West 56.40 feet, South 00°44'41" West 50.21 feet; thence along the Skidmore Annexation the following 2 courses: North 89°14'52" West 345.12 feet, North 86°51'40" West 80.27 feet to the point of beginning.

AREA=484,821 sq. ft. or 11.13 acres

Surveyor: *[Signature]* Date: 3/22/2020

Acceptance by American Fork Legislative Body

We the duly elected council of the City of American Fork, Utah, have received a request to initiate procedures for the annexation of the tract of land shown hereon, which tract constitutes a portion of existing island or peninsula within or contiguous to the city, and do hereby certify: (1) The council has adopted a resolution setting forth its intent to annex the tract, provided notice and conducted hearings on the matter, and adopted an ordinance providing for the annexation of the tract to the city, all in accordance with the provisions of Section 10-2-806 and/or Section 10-2-812 Utah Code Annotated, and (2) that the council does hereby approve and accept the annexation of the tract of land shown hereon as a part of American Fork City, to be known as the WILLOW TREE FARM ANNEXATION.

Dated this ____ day of _____ A.D. 2026

Mayor

Councilman

Councilman

Councilman

Approved: _____ Attest: _____
Clerk/Recorder
see seal below

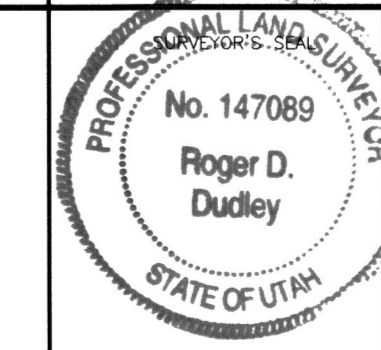
Final Local Entity Plat

Willow Tree Farm Annexation

American Fork City
Located in the Southeast quarter of Section 26
Township 5 South Range 1 East SLB&M
American Fork City, Utah County

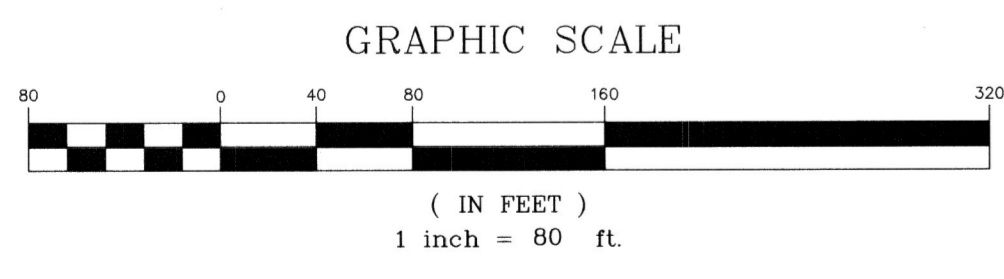
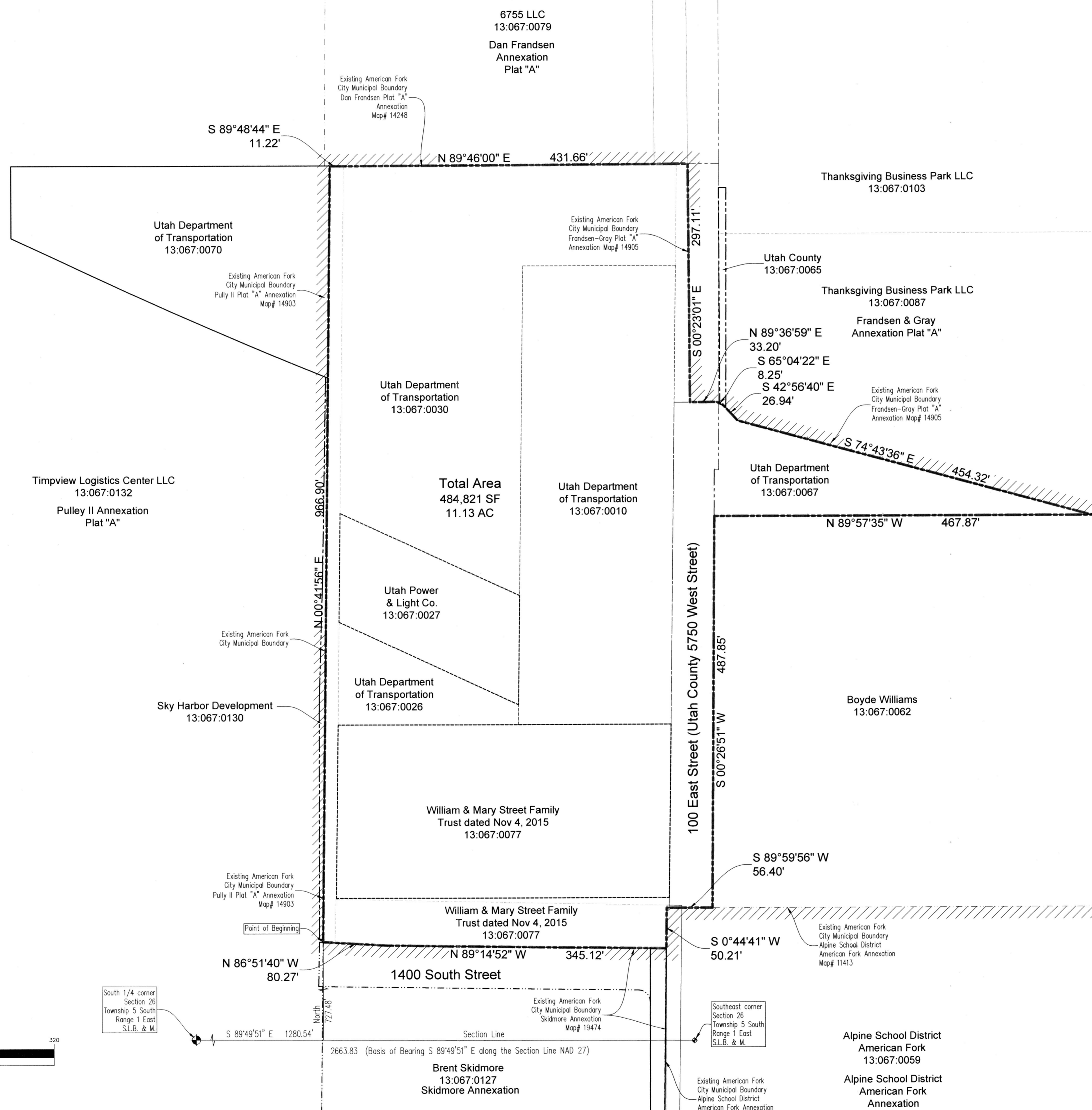
SCALE: 1" = 80 Feet

This Plat has been reviewed by the County Surveyor and is hereby certified as a final local entity plat, pursuant to Utah Code Ann. 17-73-507 as amended



CLERK-RECORDER SEAL COUNTY RECORDER SEAL

Surveyor Date COUNTY SURVEYOR'S SEAL



South 1/4 corner Section 26 Township 5 South Range 1 East S.L.B. & M.

Point of Beginning

2663.83 (Basis of Bearing S 89°49'51" E along the Section Line NAD 27)

Southeast corner Section 26 Township 5 South Range 1 East S.L.B. & M.

Prepared by:
Dudley and Associates, Inc.
353 East 1200 South
Orem, Utah 84058
office 801-224-1252
fax 801-224-1264

AMERICAN FORK CITY

MEETING DATE:

Memo

TO: American Fork City Council

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

RE: Staff Report for Willow Tree Farm Annexation (Parcel ID: 13:067:0030; 13:067:0010; 13:067:0027; 13:067:0026; 13:067:0077; 13:067:0077; 13:067:0067)

Location:		100 E 1300 S
Parcel ID:		13:067:0030; 13:067:0010; 13:067:0027; 13:067:0026; 13:067:0077; 13:067:0077; 13:067:0067
Applicants:		Mary and Bill Street
Surrounding Land Use:	North	Residential Low Density
	South	Design Industrial
	East	Design Industrial
	West	Design Industrial; Residential Low Density
Proposed Zoning:		R1-9000; R1-20,000; PI-1
Surrounding Zoning:	North	RA-5
	South	PI-1
	East	PI-1; Unincorporated Territory
	West	PF; PI-1

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

1. The sponsor must schedule a pre-application meeting with the American Fork City Planning staff for review of the annexation request and an opinion as to whether or not the area proposed for annexation will create an unincorporated island or peninsula. If it is in the opinion of staff that the proposed annexation does not create an unincorporated island or peninsula, the sponsor will be advised to proceed with their application as an annexation by petition. If the Planning Staff determines that, in their opinion, the proposed annexation creates an unincorporated island or peninsula, the sponsor will be so advised and informed of alternative procedures to request annexation by resolution, if applicable.
2. A complete application for annexation shall be filed with the City Recorder.

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

STAFF FINDINGS:

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

1. Potential demand for City facilities and services:

- a. The applicant requires connections to sewer, water, and pressurized irrigation. The master plans project the following for the proposed annexation areas, 18.87 ERC for culinary water, 6.11 acres for pressurized irrigation, and 18.87 ERU for sanitary sewer. The applicant will also require storm drain management for the proposed annexation areas. The annexation area is adjacent to 100 East Street, which is identified on the Transportation Master Plan as a minor collector. It is also adjacent to Vineyard Connector which is identified as an arterial on the Transportation Master Plan. Lastly, a local road is identified on the Transportation Master Plan directly south of the annexation area.

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

- a. The American Fork Land Use Plan, as identified in the General Plan, highlights the use of these parcels as a Residential Low-Density designation, Residential Very Low-Density designation, and Design Industrial designation. The Land Use designation informs the zoning that will be allocated to the property. A Shared-Use Path will need to be provided at a minimum of 10' in width and follow along the east side of 100 East for parcel 13:067:0067.

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

- a. The annexation area is in the vicinity to 100 East Street, which contains a 30-inch RCP storm drain main line (within the annexation area), 12-inch ductile iron culinary water line (within the annexation area), 24-inch ductile iron pressurized irrigation line is shown within 100 East within the annexation area on the Pressurized Irrigation Master Plan with the nearest dry connection under construction south of the annexation area (800 ft away) and the nearest active connection to the north (1,300 ft away), and a 12-inch PVC sanitary sewer (within the annexation area).

4. Zoning required or recommended:

- a. R1-9000, R1-20,000, and PI-1 Zoning Designations.

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

- a. Schools:
 - i. Polaris High School: ~ 0.98 miles
 - ii. American Fork High School: ~ 2.58 miles
 - iii. American Fork Junior High: ~ 3.43 miles
 - iv. Greenwood Elementary: ~ 1.41 miles
 - v. Forbes Elementary: ~ 2.14 miles
 - vi. Barratt Elementary: ~ 2.36 miles
 - vii. Shelley Elementary: ~ 2.60 miles
 - viii. Legacy Elementary: ~ 3.53 miles
- b. ParksBoat Harbor: ~ 0.64 miles
 - i. Monarch: ~ 1.64 miles
 - ii. Greenwood: ~ 1.67 miles
 - iii. Rotary: ~ 1.93 miles
 - iv. Bicentennial: ~ 1.89 miles
 - v. Lions: ~ 2.19 miles
 - vi. Robinson: ~ 2.29 miles
 - vii. Chipman: ~ 2.35 miles
 - viii. Easton Park: ~ 2.04 miles
 - ix. Bamberger: ~ 2.50 miles
- c. Planned Shopping Centers (SC-1 Zones):
 - i. Eastern SC-1 Zone: ~ 2.26 miles
 - ii. Western SC-1 Zone: ~ 2.80 miles

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

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



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
APRIL 14, 2026**

Department Public Works Director Approval Sam Kelly

AGENDA ITEM Review and Action on the Award of American Fork City 200 South 300 West Roundabout to Newman Construction Inc.

SUMMARY RECOMMENDATION

Staff recommends approval of the 200 South 300 West Roundabout.(ST2023006) construction contract to Newman Construction, Inc.

BACKGROUND

The Engineering Division followed a standard procurement process by issuing an invitation to bids (ITB) through the Utah Public Procurement Place (U3P-Bonfire-Euna). Six (6) different companies provided bids on the project. Newman Construction, Inc was the lowest acceptable bid based on the criteria in the issued ITB.

This project will install a roundabout at 200 South and 300 West in American Fork and include utility installations for sewer, water, irrigation, storm drain, etc. and extend to all four of the connecting streets to tie-in the utilities and asphalt.

The project shall be substantially complete by September 30, 2026.

BUDGET IMPACT

This contract will be issued as part of the existing, approved, sewer, water, road and storm drain capital projects budget.

SUGGESTED MOTION

I move that we accept the bid submitted by Newman Construction, Inc for construction of the 200 South 300 West Roundabout. Improvements in the amount of \$1,285,000.00 (with Partial closure TCP options), and approve the construction contract as presented in addition to a project construction and engineering contingency of \$128,500.00 to be held by the City.

SUPPORTING DOCUMENTS

- 01 200S300WRAB Recommendation letter (PDF)
- 02 RAB Notice of Award (PDF)

- 03 200S300WRAB Bid summary TCP (PDF)
- 04 RAB bid Tabone (PDF)
- 05 RAB agreement (PDF)
- 06 RAB Notice to Proceed (PDF)



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

RECOMMENDATION LETTER

Date: April 2, 2026

Project Name: 200 South and 300 West Roundabout Project

Owner: American Fork City

Bidder: Newman Construction
13331 South Redwood Road
Riverton, UT 84065

Six bids were received and reviewed for the **200 South and 300 West Roundabout Project**. Based on this review, we recommend awarding the contract to **Newman Construction**, which submitted the **lowest responsive bid** in the amount of **\$1,285,000.00**, inclusive of the **partial closure Traffic Control Plan (TCP) option**.

Staff recommends awarding the project to Newman Construction for a total contract amount of **\$1,285,000.00**. The contractor’s license, bonding capacity, and references have been reviewed and verified, and all were found to be satisfactory.

American Fork City

OWNER

By: 

Authorized Signature

City Engineer

Title

Attachment: 01 200S300WRAB Recommendation letter (200 South 300 West Roundabout--Award of Construction Contract)

NOTICE OF AWARD

To: Newman Construction
13331 South Redwood Road
Riverton, UT 84065

Project Description: This project will install a roundabout at 200 South and 300 West in American Fork and include utility installations for sewer, water, irrigation, storm drain, etc. and extend to all four of the connecting streets to tie-in the utilities and asphalt.

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated February 25, 2026 and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$1,285,000.00 (with Partial closure TCP options).

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance Bond, Payment Bond, and Certificates of Insurance within ten (10) calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the OWNER.

Dated this _____ day of _____ 2026.

American Fork City
Owner

ACCEPTANCE OF NOTICE

By _____

Receipt of the above NOTICE OF AWARD is hereby acknowledged

Title _____

By _____

this the _____ day of _____, 2026.

By _____

Title _____

February 2026

Attachment: 02 RAB Notice of Award (200 South 300 West Roundabout--Award of Construction Contract)

200S300W RAB Bid Summary

Bidder	Price with Partial Closure
Acme Construction, Inc	\$ 1,512,823.05
Beck Construction & Excavation, Inc	\$ 1,750,660.75
Condie Construction Co.	\$ 1,739,822.20
Geneva Rock	\$ 1,569,425.95
Landmark Excavating, Inc	\$ 1,665,584.15
Newman Construction, Inc.	\$ 1,285,000.00

Attachment: 03 200S300WRAB Bid summary TCP (200 South 300 West Roundabout--Award of Construction Contract)

AF-200S & 300W Roundabout						Newman	
Item No	Description	Quantity	Unit	Unit Cost (\$)	Total Cost (\$)	Bid Unit Price	Bid Amount
0.01	Mobilization	1	LS	\$ 150,000.00	\$ 150,000.00	\$	120,943.00
0.02	SWPPP	1	LS	\$ 12,000.00	\$ 12,000.00	\$	15,000.00
0.03	Construction survey staking	1	LS	\$ 20,000.00	\$ 20,000.00	\$	15,000.00
0.04	Public Information and Relations	1	LS	\$ 25,000.00	\$ 25,000.00	\$	2,000.00
0.05a	Traffic Control Full Closure	1	LS	\$ -	\$ -	\$	30,000.00
0.05b	Traffic Control Partial Closure (Bid Alt)	1	LS	\$ -	\$ -	\$	30,000.00
1.01	Remove & dispose ex asphalt pavement	3436	SY	\$ 11.50	\$ 39,514.00	\$	11.00
1.02	Sawcut ex pavement section	463	LF	\$ 2.00	\$ 926.00	\$	2.50
1.03	Remove & dispose ex concrete sidewalk	451	SY	\$ 11.50	\$ 5,186.50	\$	21.00
1.04	Remove & dispose ex curb and gutter	956	LF	\$ 9.00	\$ 8,604.00	\$	7.00
1.05	Remove & dispose ex concrete driveway	56	SY	\$ 11.50	\$ 644.00	\$	26.00
1.06	Remove & dispose ex utilities onsite	1	LS	\$ 1,625.00	\$ 1,625.00	\$	13,700.00
1.07	Relocate ex. Fence	218	LF	\$ 12.00	\$ 2,616.00	\$	6.50
1.08	Remove ex sign and return to American Fork City	4	EA	\$ 125.00	\$ 500.00	\$	168.00
2.01	Asphalt Pavement	512	TON	\$ 110.00	\$ 56,320.00	\$	198.00
2.02	Untreated Base Course (excluding sidewalk)	1017	CY	\$ 45.00	\$ 45,765.00	\$	47.00
2.03	Concrete sidewalk	6626	SF	\$ 10.00	\$ 66,260.00	\$	9.75
2.04	Island concrete (stamped) CP401	2000	SF	\$ 15.00	\$ 30,000.00	\$	17.00
2.05	Heavy duty island concrete w/ two truncated domes CP401	6	EA	\$ 15.00	\$ 90.00	\$	446.00
2.06	Heavy duty island concrete (stamped) CP502	10597	SF	\$ 20.00	\$ 211,940.00	\$	15.50
2.07	APWA Type Q Island curb	315	LF	\$ 18.00	\$ 5,670.00	\$	73.00
2.08	APWA Type H Island curb	283	LF	\$ 20.00	\$ 5,660.00	\$	54.00
2.09	24" Curb and gutter	1261	LF	\$ 25.00	\$ 31,525.00	\$	49.00
2.10	30" Curb and gutter	365	LF	\$ 30.00	\$ 10,950.00	\$	55.00
2.11	ADA Ramp per APWA	9	EA	\$ 4,200.00	\$ 37,800.00	\$	2,670.00
2.12	Striping 12" solid white	243	LF	\$ 2.00	\$ 486.00	\$	1.25
2.13	Striping 4" solid white	100	LF	\$ 0.20	\$ 20.00	\$	1.25
2.14	Striping 4" dotted white	101	LF	\$ 0.25	\$ 25.25	\$	1.25
2.15	Cross hatching 4' 3" O.C., yellow	598	LF	\$ 0.20	\$ 119.60	\$	1.25
2.16	Striping 4" solid yellow	445	LF	\$ 0.20	\$ 89.00	\$	1.25
2.17	Striping yellow solid & skipped line	495	LF	\$ 0.20	\$ 99.00	\$	1.25
2.18	White arrow pavement marking	N/A	EA	N/A	\$ -	\$	-
2.19	Yield striping warning painted white	4	EA	\$ 5.00	\$ 20.00	\$	71.00
2.20	Sign with single pole and foundation	24	EA	\$ 750.00	\$ 18,000.00	\$	600.00
2.21	Sign with dual pole and foundation	4	EA	\$ 1,150.00	\$ 4,600.00	\$	600.00
2.22	Center island monument/landscape with cobble	1	LS	\$ 10,000.00	\$ 10,000.00	\$	6,000.00
2.23	Import of fill material	583	CY	\$ 32.00	\$ 18,656.00	\$	65.00
2.24	Cut material (remove, store, reuse)	328	CY	\$ 15.00	\$ 4,920.00	\$	25.00
3.01	Rocky Mountain Power pole and conduit relocation	2	EA	\$ 12,000.00	\$ 24,000.00	\$	1,200.00
3.02	Street light	7	EA	\$ 6,700.00	\$ 46,900.00	\$	19,000.00
3.03	Communication/power box relocation	3	EA	\$ 5,000.00	\$ 15,000.00	\$	5,100.00
3.04	Concrete junction box	7	EA	\$ 5,000.00	\$ 35,000.00	\$	2,300.00
3.05	7-way conduit incl. power sleeve	519	LF	\$ 40.00	\$ 20,760.00	\$	15.00
3.06	Relocate existing sewer manhole	2	EA	\$ 4,500.00	\$ 9,000.00	\$	10,200.00
3.07	Relocate sanitary sewer pipe	71	LF	\$ 180.00	\$ 12,780.00	\$	600.00
3.08	Raise/lower sanitary & storm manholes	6	EA	\$ 2,500.00	\$ 15,000.00	\$	900.00
3.09	15" Storm drain RCP pipe	68	LF	\$ 165.00	\$ 11,220.00	\$	150.00
3.10	2'x3' inlet catch basin	1	EA	\$ 5,500.00	\$ 5,500.00	\$	10,500.00
3.11	4'x7' Combo box	1	EA	\$ 6,900.00	\$ 6,900.00	\$	16,000.00
3.12	UDOT 60" storm drain manhole	1	EA	\$ 6,000.00	\$ 6,000.00	\$	10,000.00
3.13	Connect storm drain to existing manhole	3	EA	\$ 3,250.00	\$ 9,750.00	\$	2,300.00
3.14	Relocate water meter and replace lateral	1	EA	\$ 3,000.00	\$ 3,000.00	\$	2,700.00
3.15	Relocate existing fire hydrant	1	EA	\$ 5,000.00	\$ 5,000.00	\$	3,600.00
3.16	Install new fire hydrant	1	EA	\$ 8,000.00	\$ 8,000.00	\$	11,000.00
3.17	Relocate existing water valve	1	EA	\$ 4,000.00	\$ 4,000.00	\$	1,800.00
3.18	Install new lateral & water meter	2	EA	\$ 5,000.00	\$ 10,000.00	\$	3,500.00
3.19	Install new 8" C900 PVC DR-11 waterline (Including all tees, cross, fitting, materials)	140	LF	\$ 375.00	\$ 52,500.00	\$	190.00
3.20	8" Gate valve (Including all tees, cross, fitting, materials)	2	EA	\$ 4,000.00	\$ 8,000.00	\$	3,900.00
3.21	6" Gate valve (Including all tees, cross, fitting, materials)	2	EA	\$ 3,200.00	\$ 6,400.00	\$	3,000.00
3.22	8" Line stop (Including all tees, cross, fitting, materials)	1	EA	\$ 7,000.00	\$ 7,000.00	\$	8,700.00
3.23	6" Line stop (Including all tees, cross, fitting, materials)	2	EA	\$ 5,500.00	\$ 11,000.00	\$	6,900.00
3.24	Replace/relocate ex water can/lid with traffic rated cover & 6" concrete collar	4	EA	\$ 800.00	\$ 3,200.00	\$	1,300.00
3.25	Utility potholes	20	EA	\$ 350.00	\$ 7,000.00	\$	270.00
3.26	As-Builts/Record Drawings	1	LS	\$ 3,500.00	\$ 3,500.00	\$	2,975.00
	Total with Partial closure TCP						\$ 1,285,000.00

Attachment: 04 RAB bid Tabone (200 South 300 West Roundabout--Award of Construction Contract)



**DOCUMENT 00 52 00
AGREEMENT BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT**

This Agreement is by and between American Fork City ("Owner") and **Newman Construction** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work generally consists of The project generally consist of grading, utilities, and roadway construction for a new round-a-bout.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: American Fork 200 S and 300 W Roundabout.

ARTICLE 3—ENGINEER

3.01 The Owner has retained **Horrocks** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by Engineer.

ARTICLE 4—CONTRACT TIMES

4.01 Time is of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Contract Times: Days

A. The Work shall be substantially completed by September 30, 2026, in accordance with the Contract Times commencing as provided in Paragraph 4.01 of General Conditions. The Work shall be fully completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions no later than October 15,2026

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner \$500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect,



refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500.00 for each day that expires after such time until the Work is completed and ready for final payment.

3. *Milestones:* Contractor shall pay Owner \$500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.
 4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

UNIT PRICE WORK					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment)
\$ _____
- D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

Attachment: 05 RAB agreement (200 South 300 West Roundabout--Award of Construction Contract)



ARTICLE 6—PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **5th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

- a. Final payment will be withheld, equal to **5%** the total amount, until final completion and acceptance.

- B. Upon Substantial Completion, which includes the completed and approved punch list by the Owner, Owner shall pay an amount sufficient to increase total payments to Contractor to **100%** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **200%** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 Consent of Surety

- A. Owner will not make final payment or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 Interest

- A. All amounts not paid when due will bear interest at the rate at 2% per annum above the rate paid by the Internal Revenue Service on refund claims.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 Contents

- A. The Contract Documents consist of all of the following:
1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. General Conditions.
 4. Supplementary Conditions.



5. Specifications as listed in the table of contents of the project manual.
6. Drawings (not attached but incorporated by reference) consisting of 19 sheets with each sheet bearing the following general title: [American Fork 200S 300W Roundabout](#)
7. The following Addenda:
 - a. [ADDENDUM NO1 Summary, 3/24/2026](#)
9. Exhibits to this Agreement (enumerated as follows):
 - a. [list exhibits]
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress,



and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 Standard General Conditions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.



IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

Owner:

City of American Fork

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

51 E Main St.

American Fork, UT 84003

Contractor:

Newman Construction

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

13331 South Redwood Road

Riverton, UT 84065

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

Phone:

Email:

License No.:

(where applicable)

State:

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Attachment: 05 RAB agreement (200 South 300 West Roundabout--Award of Construction Contract)

NOTICE TO PROCEED

To: Newman Construction
13331 South Redwood Road
Riverton, UT 84065

Date: _____

You are hereby notified to commence work in accordance with the Agreement dated _____, 2026, on or before _____, and you are to complete by October 15, 2026.

American Fork City

Owner

ACCEPTANCE OF NOTICE

By _____

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

Title _____

By _____

this the ____ day of _____, 2026

By _____

Title _____

Attachment: 06 RAB Notice to Proceed (200 South 300 West Roundabout--Award of Construction Contract)



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
APRIL 14, 2026**

Department Public Works

Director Approval Sam Kelly

AGENDA ITEM Review and action on the award of American Fork City Fiscal Year 2026 Road Rehabilitation 100 West from 100 North to 700 North Utilities Phase 1 project.

SUMMARY RECOMMENDATION

Staff recommends approval of the Fiscal Year 2026 Road Rehabilitation Project, 100 West from 100 North to 700 North - Utilities Phase 1.(ST2023002-2) construction contract to Newman Construction, Inc.

BACKGROUND

The Engineering Division followed a standard procurement process by issuing an invitation to bids (ITB) through the Utah Public Procurement Place (U3P-Bonfire-Euna). Six (6) different companies provided bids on the project. Newman Construction, Inc was the lowest acceptable bid based on the criteria in the issued ITB.

The Work consists of the construction of the American Fork City - Fiscal Year 2026 Road Rehabilitation Project, 100 West from 100 North to 700 North - Utilities Phase 1. The Work generally includes storm drain, sewer, and waterline replacement, along with all appurtenant items.

Only utility improvements will be completed during this fiscal year. Improvements to the roadway, curb and gutter, sidewalk, and ADA ramps will be completed during the next fiscal year.

The school summer period is defined as May 22 through August 12. Construction work occurring near school blocks or sections shall only be permitted between May 23 and August 1.

The project shall be substantially complete by September 30, 2026.

BUDGET IMPACT

This contract will be issued as part of the existing, approved, water, road and storm drain capital projects budget.

SUGGESTED MOTION

I move that we accept the bid submitted by Newman Construction, Inc for construction of the Fiscal Year 2026 Road Rehabilitation Project, 100 West from 100 North to 700 North - Utilities Phase 1. Improvements in the amount of \$2,315,000.00, and approve the construction contract as presented in addition to a project construction and engineering contingency of \$231,500.00 to be

held by the City.

SUPPORTING DOCUMENTS

- 01 Award Recommendation (PDF)
- 02 100W Utilityphase1 Notice of Award (PDF)
- 03 phase 1 Utility Bid summary (PDF)
- 04 Phase 1 Utility - Bid Tab (PDF)
- 05 100W Utility phase 1 Agreement (PDF)
- 06 100W Utility Phase 1 NTP (PDF)



March 26, 2026

Ben Hunter
American Fork City Engineer
275 East 200 North
American Fork, UT 84003

**SUBJECT: FY 2026 Road Rehabilitation Project – 100 West, 100 North to 700 North –
Utilities – Phase 1**

Dear Ben:

Attached is the bid tabulation for the FY 2026 Road Rehabilitation Project – 100 West, 100 North to 700 North – Utilities – Phase 1. The low bidder was Newman Construction with a Bid price of \$2,315,000.00. There were a total of six bidders on the project.

We recommend the project be awarded to Newman Construction for a total of \$2,315,000.00. We have checked their license, bonding, and references and have found everything in order.

Attached is the Notice of Award if the City chooses to award this project to Newman Construction.

Sincerely,
HORROCKS ENGINEERS

A handwritten signature in blue ink that reads "Mark Clark".

Mark Clark, P.E.
Project Engineer

E: markc@horrocks.com

**DOCUMENT 003600
NOTICE OF AWARD**

To: Newman Construction
13331 South Redwood Road
Riverton, UT 84065

Project Description: **AMERICAN FORK CITY – FY 2026 Road Rehabilitation Project – 100 West, 100 North to 700 North – Utilities – Phase 1**

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated **February 26, 2026** and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$2,315,000.00.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance Bond, Payment Bond, and Certificates of Insurance within ten (10) calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the OWNER.

Dated this _____ day of _____, 2026.

American Fork City
Owner

ACCEPTANCE OF NOTICE

By _____

Receipt of the above NOTICE OF AWARD is hereby acknowledged

Title _____

By _____

this the _____ day of _____, 2026.

By _____

Title _____

ST2023002-2-FY2026 Road Rehabilitation 100West-100 N to 700 N Utility Phase 1 Submission Receipt	
Bidder	price
Newman Construction, Inc.	\$ 2,315,000.00
Condie Construction Co.	\$ 2,353,946.00
MC Contractors	\$ 2,601,716.30
Stapp Construction, Inc.	\$ 3,188,854.00
K. W. Robinson Construction, Inc.	\$ 3,680,053.40
Beck Construction & Excavation,	\$ 3,934,130.00

Attachment: 03 phase 1 Utility Bid summary (FY2026 ROAD REHAB 100 WEST-300 NORTH TO 700 NORTH-Utilities Phase 1--Award of

Bid Tabulation
Horrocks Engineers

Project Manager: Ryan Dummer
Project Engineer: Mark Clark
Bid Opening: American Fork City
Date: March 19, 2026
Time: 12:00 PM

For: FY2026 Road Rehabilitation - 100 West Utilite

BID SCHEDULE		Engineer's Estimate				Newman Construction	
		QUANTITY	UNITS	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
ITEM NO.	DESCRIPTION						
1	Public Information & Relations	1	LS	\$25,000.00	\$25,000.00	\$1,500.00	\$1,500.00
2	Mobilization	1	LS	\$150,000.00	\$150,000.00	\$54,270.00	\$54,270.00
3	Traffic Control	1	LS	\$40,000.00	\$40,000.00	\$41,500.00	\$41,500.00
4	Storm Water Pollution Prevention Plan	1	LS	\$20,000.00	\$20,000.00	\$5,200.00	\$5,200.00
5	Remove Existing Pipe	70	LF	\$15.00	\$1,050.00	\$20.00	\$1,400.00
6	Verify Utility Conflicts by Pothole (As Needed)	40	EA	\$350.00	\$14,000.00	\$270.00	\$10,800.00
7	Relocate Sign	2	EA	\$400.00	\$800.00	\$725.00	\$1,450.00
8	Repaint Existing Pavement Striping and Markings (Pair	1	LS	\$10,000.00	\$10,000.00	\$6,000.00	\$6,000.00
9	Remove and Reinstall Survey Monument	2	EA	\$5,000.00	\$10,000.00	\$1,575.00	\$3,150.00
10	Remove Existing Structure	2	EA	\$2,500.00	\$5,000.00	\$1,350.00	\$2,700.00
11	Replace Existing Grate with Solid Lid (Various Sizes)	3	EA	\$600.00	\$1,800.00	\$1,450.00	\$4,350.00
12	Inlet Box	1	EA	\$6,000.00	\$6,000.00	\$5,350.00	\$5,350.00
13	Curb Inlet Box	5	EA	\$5,000.00	\$25,000.00	\$6,100.00	\$30,500.00
14	Double Curb Inlet Box	1	EA	\$7,500.00	\$7,500.00	\$7,600.00	\$7,600.00
15	Combo Box	2	EA	\$10,000.00	\$20,000.00	\$9,200.00	\$18,400.00
16	Sump	7	EA	\$14,000.00	\$98,000.00	\$13,000.00	\$91,000.00
17	18 Inch Dual Wall Polyethylene Storm Drain Pipe	20	LF	\$75.00	\$1,500.00	\$172.00	\$3,440.00
18	15 Inch RCP Storm Drain Pipe	55	LF	\$200.00	\$11,000.00	\$168.00	\$9,240.00
19	18 Inch RCP Storm Drain Pipe	110	LF	\$225.00	\$24,750.00	\$173.00	\$19,030.00
20	12 Inch x 18 Inch Reinforced Concrete Elliptical Pipe (Pair	20	LF	\$300.00	\$6,000.00	\$286.00	\$5,720.00
21	14 Inch X 23 Inch Reinforced Concrete Elliptical Pipe (Pair	245	LF	\$350.00	\$85,750.00	\$286.00	\$70,070.00
22	2 Inch Stabilization Rock (As Needed)	1,000	TN	\$30.00	\$30,000.00	\$44.00	\$44,000.00
23	Connect/Modify Existing Sewer Manhole	4	EA	\$4,500.00	\$18,000.00	\$2,200.00	\$8,800.00
24	Permanent Plug Pipe in Manhole	1	EA	\$2,000.00	\$2,000.00	\$1,450.00	\$1,450.00
25	48 Inch Diameter Sewer Manhole	3	EA	\$18,000.00	\$54,000.00	\$8,500.00	\$25,500.00
26	60 Inch Diameter Sewer Manhole	1	EA	\$20,000.00	\$20,000.00	\$11,500.00	\$11,500.00
27	New Sewer Lateral	1	EA	\$8,000.00	\$8,000.00	\$11,000.00	\$11,000.00
28	Sewer Bypass Pumping	1	LS	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
29	8 Inch PVC SDR-35 Sewer Pipe	790	LF	\$475.00	\$375,250.00	\$282.00	\$222,780.00
30	12 Inch PVC SDR-35 Sewer Pipe	720	LF	\$650.00	\$468,000.00	\$318.00	\$228,960.00
31	1 Inch Water Service Connection (Meters Furnished by	60	EA	\$5,000.00	\$300,000.00	\$3,950.00	\$237,000.00
32	2 Inch Water Service Connection (Meters Furnished by	1	EA	\$9,000.00	\$9,000.00	\$7,000.00	\$7,000.00
33	Connect to Existing Water Line	11	EA	\$3,000.00	\$33,000.00	\$2,200.00	\$24,200.00
34	4 Inch PVC C-900 Water Pipe	110	LF	\$300.00	\$33,000.00	\$121.00	\$13,310.00
35	8 Inch PVC C-900 Water Pipe	2,920	LF	\$375.00	\$1,095,000.00	\$109.00	\$318,280.00
36	12 Inch PVC C-900 Water Pipe	1,950	LF	\$450.00	\$877,500.00	\$130.00	\$253,500.00
37	4 Inch Gate Valve	4	EA	\$2,500.00	\$10,000.00	\$2,380.00	\$9,520.00
38	6 Inch Gate Valve	3	EA	\$3,200.00	\$9,600.00	\$2,760.00	\$8,280.00
39	8 Inch Gate Valve	26	EA	\$4,000.00	\$104,000.00	\$3,600.00	\$93,600.00
40	12 Inch Gate Valve	6	EA	\$6,200.00	\$37,200.00	\$5,750.00	\$34,500.00
41	Valve and Monument Collars - Single	15	EA	\$500.00	\$7,500.00	\$550.00	\$8,250.00
42	Valve Collars - 2 to 4 Valve Clusters	11	EA	\$1,000.00	\$11,000.00	\$900.00	\$9,900.00
43	Cap Existing Pipe	24	EA	\$600.00	\$14,400.00	\$1,200.00	\$28,800.00
44	4 Inch Line Stop	5	EA	\$4,750.00	\$23,750.00	\$5,150.00	\$25,750.00
45	6 Inch Line Stop	4	EA	\$5,500.00	\$22,000.00	\$7,000.00	\$28,000.00
46	8 Inch Line Stop	4	EA	\$7,000.00	\$28,000.00	\$8,800.00	\$35,200.00
47	12 Inch Line Stop	4	EA	\$10,000.00	\$40,000.00	\$11,000.00	\$44,000.00
48	Remove and Replace Fire Hydrant Assembly	7	EA	\$14,500.00	\$101,500.00	\$10,800.00	\$75,600.00
49	New Fire Hydrant Assembly	5	EA	\$13,500.00	\$67,500.00	\$10,400.00	\$52,000.00
50	Pressure Irrigation Service (Adjustment) (As Needed)	10	EA	\$250.00	\$2,500.00	\$2,950.00	\$29,500.00
51	As-Built/Record Drawing	1	LS	\$3,500.00	\$3,500.00	\$2,150.00	\$2,150.00
	TOTAL				\$4,398,350.00		\$2,315,000.00

Attachment: 04 Phase 1 Utility - Bid Tab (FY2026 ROAD REHAB 100 WEST-300 NORTH TO 700 NORTH-Utilities Phase 1--Award of

DOCUMENT 005000**AGREEMENT**

THIS AGREEMENT, made this _____ day of _____, 2026 by and between American Fork City, hereinafter called "OWNER" and Newman Construction doing business as a corporation hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete construction of **American Fork City – FY 2026 Road Rehabilitation Project – 100 West, 100 North to 700 North – Utilities – Phase 1.**
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the Notice to Proceed and will complete the work required by the CONTRACT DOCUMENTS **and fully complete the project by October 15, 2026** after the issuance of the Notice to Proceed, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ 2,315,000.00.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (A) Advertisement for BIDS
 - (B) Instructions to BIDDERS
 - (C) Information Required of Bidder
 - (D) Bid
 - (E) Bid Bond
 - (F) E Verify Certification
 - (G) Non-Collusion Affidavit
 - (H) Agreement
 - (I) General Conditions
 - (J) Supplementary Conditions
 - (K) Special Provisions
 - (L) Payment Bond
 - (M) Performance Bond
 - (N) Notice of Award

- (O) Notice to Proceed
- (P) Work Directive Change
- (Q) Change Order
- (R) Waiver of Lien
- (S) Specifications prepared or issued by Horrocks Engineers, dated February 2026.
- (T) Drawings prepared by Horrocks Engineers numbered 1 through 35 and dated February 2026.
- (U) Addendum:
 No. 1, DATED March 16, 2026

6. The OWNER will pay to the CONTRACTOR in the manner at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns. IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in triplicate, each of which shall be deemed an original on the date first above written.

OWNER:

American Fork City

BY _____

(SEAL)

Name _____

ATTEST:

Title _____

Approved as to form:

Name _____
 (please type)

 City Attorney

Title _____

Approved as to content:

 City Engineer

(SEAL)

CONTRACTOR:

ATTEST:

Newman Construction

BY _____

Name _____
 (please type)

Name _____
 (please type)

Title _____

Address _____

DOCUMENT 005100
NOTICE TO PROCEED

To: Newman Construction
13331 South Redwood Road
Riverton, UT 84065

Date: _____

You are hereby notified to commence work in accordance with the Agreement dated _____, 2026,
on or before _____, and you are to complete by October 15, 2026.

American Fork City

Owner

ACCEPTANCE OF NOTICE

By _____

Receipt of the above NOTICE TO
PROCEED is hereby acknowledged

Title _____

By _____

this the ____ day of _____, 2026

By _____

Title _____

Attachment: 06 100W Utility Phase 1 NTP (FY2026 ROAD REHAB 100 WEST-300 NORTH TO 700 NORTH-Utilities Phase 1--Award of



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
APRIL 14, 2026**

Department Recorder Director Approval Terilyn Lurker

AGENDA ITEM Review and action on the award of the contract for the American Fork Police Department remodel project.

SUMMARY RECOMMENDATION

Staff would recommend approval.

BACKGROUND

This project is for the remodel of the third floor in the Police/Courts building.

BUDGET IMPACT

\$969,739.00

SUGGESTED MOTION

Move to award the contract for the American Fork Police Department remodel project in the amount of \$969,739.00 to Paulsen Construction and authorize the city to sign necessary documents.

SUPPORTING DOCUMENTS

PD Remodel - Notice of Award (DOCX)

NOTICE OF AWARD

TO: PAULSEN CONSTRUCTION

DATE: 14 April 2026

PROJECT: American Fork Police Department Remodel

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated 3/20/2026, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$969,739.00.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S PERFORMANCE BOND, PAYMENT BOND and Certificates of Insurance within ten (10) days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 202__.

CITY OF AMERICAN FORK

By: David Bunker, City Administrator

Receipt of the NOTICE OF AWARD is hereby acknowledged by:

By: _____

Title _____

Date: _____

Attachment: PD Remodel - Notice of Award (Police Department Remodel)



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
APRIL 14, 2026**

Department Recorder Director Approval Terilyn Lurker

AGENDA ITEM Review and action on a resolution declaring the intent to annex the 620 South Annexation consisting of 19.03 acres at approximately 700 South 620 South.

SUMMARY RECOMMENDATION

Staff would recommend approval.

BACKGROUND

This property is located at approximately 700 West and 620 South. Approval of the Notice of Intent to Annex would begin the process of annexation in accordance with Utah Code § 10-2-812, which allows the annexation of unincorporated property consisting of an unincorporated peninsula. If approved, the city recorder would then schedule a public hearing and provide notice in accordance with Utah Code § 10-2-812(4).

BUDGET IMPACT

N/A

SUGGESTED MOTION

Move to adopt the resolution declaring the intent to annex the 620 South Annexation consisting of 19.03 acres at approximately 700 West 620 South and direct the city recorder to schedule a public hearing and provide notice as required by state law.

SUPPORTING DOCUMENTS

Notice of Intent to Annex Resolution - 620 South Annexation (PDF)
Exhibit B - 620 South Annexation plat (PDF)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF AMERICAN FORK CITY DECLARING ITS INTENT TO ANNEX CERTAIN UNINCORPORATED PROPERTY CONSISTING OF AN UNINCORPORATED PENINSULA PURSUANT TO UTAH CODE § 10-2-812, AND SETTING A PUBLIC HEARING

WHEREAS, American Fork City (“City”) is a municipality organized under the laws of the State of Utah; and

WHEREAS, Utah Code § 10-2-812 authorizes a municipality to annex an unincorporated area without a petition if the area consists of an unincorporated island or unincorporated peninsula and other statutory conditions are met; and

WHEREAS, Utah Code § 10-1-104(6) defines an “unincorporated peninsula” as an area:

- surrounded on more than one-half of its boundary by incorporated territory, but not completely; and
- having a cross-line width less than 25% of the total aggregate boundary length;

WHEREAS, Utah Code § 10-2-812(2) expressly permits a municipality to annex a portion of an unincorporated peninsula, leaving the remainder unincorporated, if the municipality determines that annexing less than the entire peninsula is in the municipality’s best interest; and

WHEREAS, the City has identified a contiguous unincorporated area located within the City’s annexation area plan and depicted in Exhibit B attached hereto and incorporated by reference (the “Peninsula Area”), which is contiguous to the existing municipal boundary of the City; and

WHEREAS, the City has prepared maps and analyses demonstrating that the Peninsula Area constitutes an unincorporated peninsula under Utah Code § 10-1-104(6); and

WHEREAS, the City has identified a portion of the Peninsula Area, described in Exhibit A (the “Proposed Annexation Area”), consisting of approximately 7.03 acres; and

WHEREAS, the City Council finds that annexation of the Proposed Annexation Area, rather than the entire Peninsula Area, is in the best interest of the City; and

WHEREAS, the City Council further finds that annexation of the Proposed Annexation Area promotes the orderly growth and efficient provision of municipal services.

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

SECTION 1. Intent to Annex

Pursuant to Utah Code § 10-2-812(3)(a), the City Council hereby declares its intent to annex the area described in Exhibit A (the “Proposed Annexation Area”), which is located within a larger unincorporated peninsula (the “Peninsula Area”).

SECTION 2. Description of Peninsula Area

The City Council hereby identifies and defines the Peninsula Area as the contiguous unincorporated territory and finds that it constitutes an “unincorporated peninsula” under Utah Code § 10-1-104(6).

SECTION 3. Applicability of § 10-2-812

The City Council further finds that:

- A. The Proposed Annexation Area is located within and forms a portion of the Peninsula Area;
- B. Annexation of the Proposed Annexation Area is authorized under Utah Code § 10-2-812(2);
- C. The City Council has determined that annexing less than the entire Peninsula Area is in the best interest of the City because:
 1. A portion of the Proposed Annexation Area is necessary to facilitate the construction and operation of a municipal fire station serving this portion of the City and surrounding service areas. The location of the Proposed Annexation Area is strategically situated to improve emergency response times, reduce service gaps, and enhance fire protection and life safety services for both existing and anticipated development.
 2. Annexation of the Proposed Annexation Area allows for the efficient extension and coordination of municipal infrastructure, including emergency access, utilities, and public safety facilities, without requiring duplication of services or fragmented jurisdictional responsibilities.
 3. Annexation of the Proposed Annexation Area is fiscally responsible because it enables the placement of critical public safety infrastructure without prematurely extending municipal services or assuming service obligations over a larger area that is not yet developed or in need of immediate municipal services.
 4. Annexing only the Proposed Annexation Area, rather than the entire Peninsula Area, is in the City’s best interest because:
 - the Proposed Annexation Area serves an immediate and defined public safety need;
 - the remainder of the Peninsula Area does not currently require annexation to support this facility; and
 - phased annexation allows the City to evaluate future development, infrastructure demand, and service capacity before extending municipal boundaries further.
- D. These findings satisfy § 10-2-812(2)(a) and establish the proposed annexation is in the best interest of the City; and
- E. The Proposed Annexation Area satisfies the requirements of Utah Code § 10-2-812(1)(b)(iii) in that:
 1. it consists of part of an unincorporated peninsula contiguous to the municipality; and

2. the total area proposed for annexation does not exceed fifty (50) acres.

SECTION 4. Public Interest Findings

The City Council finds that annexation of the Proposed Annexation Area:

- A. Promotes the health, safety, and general welfare of residents;
- B. Allows for the efficient and coordinated delivery of municipal services;
- C. Supports orderly growth consistent with the City’s General Plan; and
- D. Reduces inefficiencies associated with fragmented jurisdictional boundaries.

SECTION 5. Public Hearing

A public hearing on the proposed annexation shall be held no later than thirty (30) days after the adoption of this Resolution.

SECTION 6. Notice

The City Recorder is directed to provide notice of the public hearing in compliance with Utah Code § 10-2-812(4).

SECTION 7. Exhibits

Exhibit A – Map of Proposed Annexation Area

SECTION 8. Severability. If any section, paragraph, clause of provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provisions shall not affect any of the remaining provisions of this Resolution.

SECTION 8. Effective Date

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this ___ day of _____, 20.

AMERICAN FORK CITY

By: _____
Bradely J. Frost, Mayor

Attest: _____
Terilyn Lurker, City Recorder

Attachment: Notice of Intent to Annex Resolution - 620 South Annexation (Notice of Intent to Annex)

EXHIBIT A

BOUNDARY DESCRIPTION

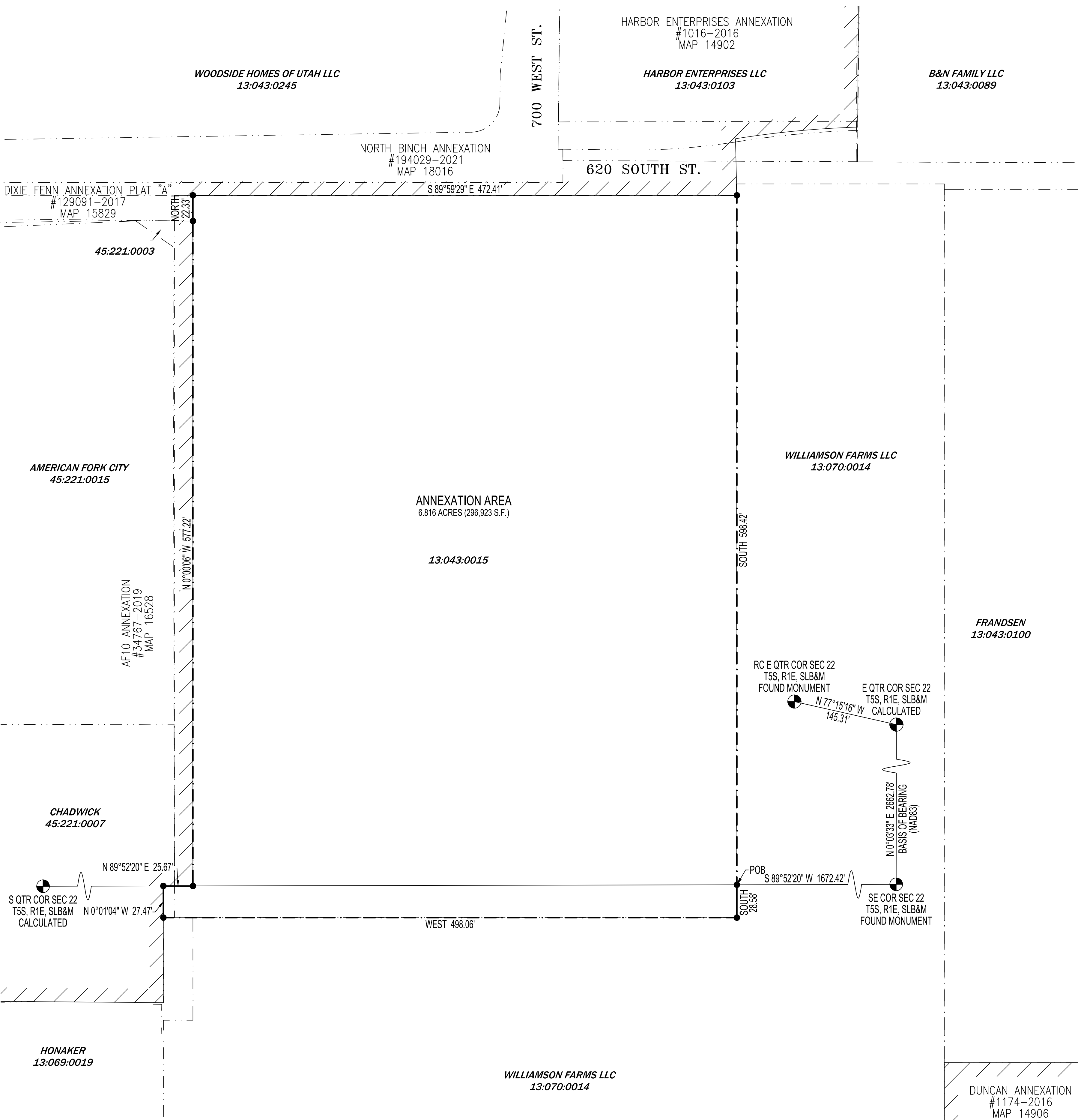
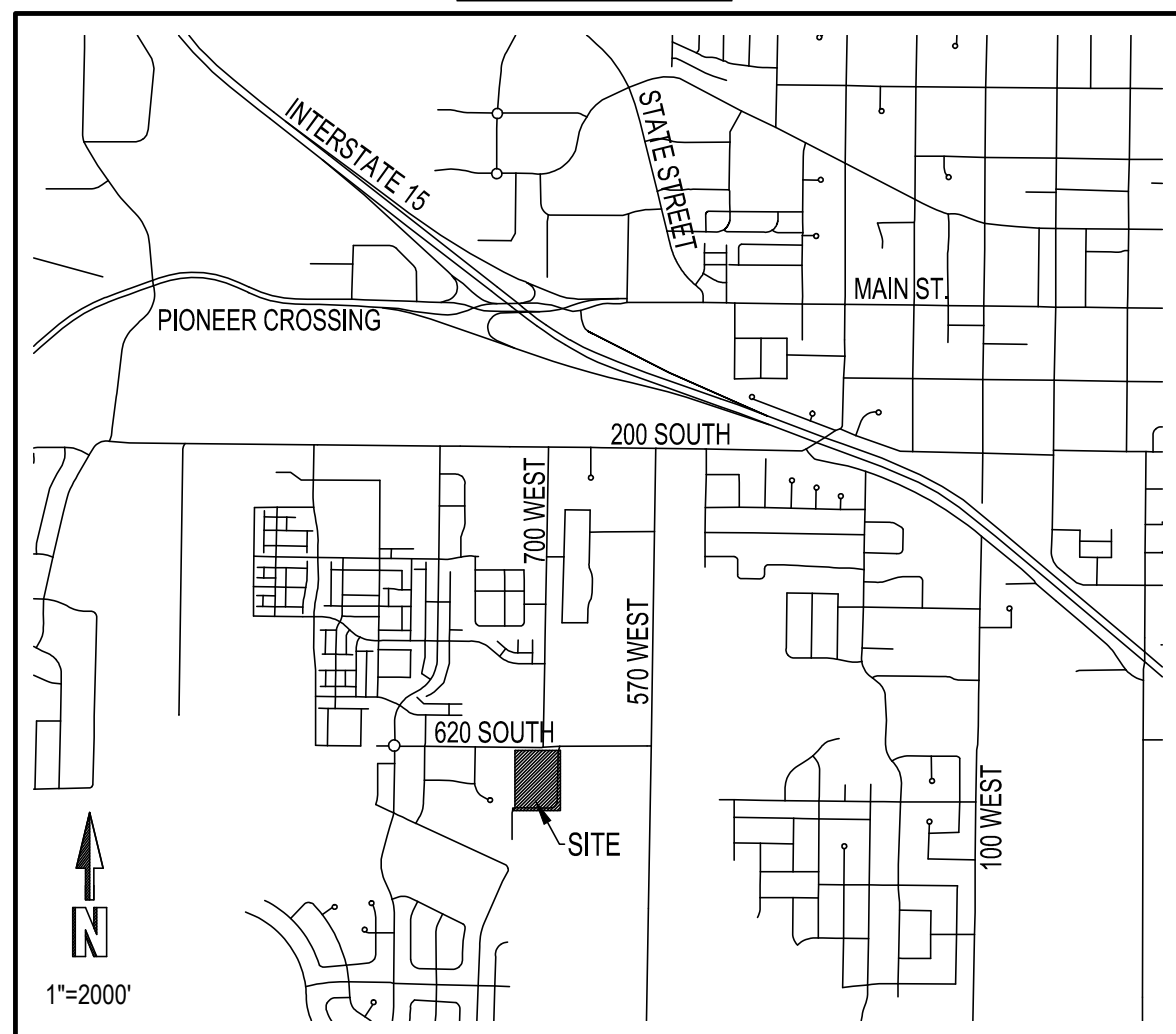
BEGINNING AT A POINT LOCATED SOUTH 89°52'20" WEST ALONG SECTION LINE 1672.42 FEET FROM THE SOUTHEAST CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE SOUTH 28.58 FEET; THENCE WEST 498.06 FEET; THENCE ALONG THE AF10 ANNEXATION BOUNDARY THE FOLLOWING THREE COURSES AND DISTANCES: 1) NORTH 0°01'04" WEST 27.47 FEET, 2) NORTH 89°52'20" EAST 25.67 FEET, AND 3) NORTH 0°00'06" WEST 577.22 FEET; THENCE ALONG THE DIXIE FENN ANNEXATION PLAT "A" THE FOLLOWING TWO COURSES AND DISTANCES: 1) NORTH 22.33 FEET, AND 2) SOUTH 89°59'29" EAST 472.41 FEET; THENCE SOUTH 598.42 FEET TO THE POINT OF BEGINNING.

CONTAINING 19.03 ACRES, MORE OR LESS.

BASIS OF BEARING: UTAH STATE PLANE COORDINATE SYSTEM NAD 1983, CENTRAL ZONE.

VICINITY MAP



SURVEYOR'S CERTIFICATE

I, AARON D. THOMAS, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 6418780 AS PRESCRIBED UNDER LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT THIS PLAT OF ANNEXATION TO THE CORPORATE LIMITS OF AMERICAN FORK CITY, UTAH COUNTY, UTAH IS A TRUE AND CORRECT REPRESENTATION OF DATA COMPILED FROM RECORDS ON FILE IN THE OFFICE OF THE UTAH COUNTY RECORDER.

DATE _____ SURVEYOR'S NAME (SEE SEAL BELOW)

BOUNDARY DESCRIPTION

BEGINNING AT A POINT LOCATED SOUTH 89°52'20" WEST ALONG SECTION LINE 1672.42 FEET FROM THE SOUTHEAST CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE SOUTH 28.58 FEET; THENCE WEST 498.06 FEET; THENCE ALONG THE AF10 ANNEXATION BOUNDARY THE FOLLOWING THREE COURSES AND DISTANCES: 1) NORTH 0°01'04" WEST 27.47 FEET, 2) NORTH 89°52'20" EAST 25.67 FEET, AND 3) NORTH 0°00'06" WEST 577.22 FEET; THENCE ALONG THE DIXIE FENN ANNEXATION PLAT 'A' THE FOLLOWING TWO COURSES AND DISTANCES: 1) NORTH 22.33 FEET, AND 2) SOUTH 89°59'29" EAST 472.41 FEET; THENCE SOUTH 598.42 FEET TO THE POINT OF BEGINNING.

CONTAINING 19.03 ACRES, MORE OR LESS.

BASIS OF BEARING: UTAH STATE PLANE COORDINATE SYSTEM NAD 1983, CENTRAL ZONE.

ACCEPTANCE BY LEGISLATIVE BODY

WE, THE DULY ELECTED COUNCIL OF THE CITY OF AMERICAN FORK, UTAH, HAVE RECEIVED A REQUEST TO INITIATE PROCEDURES FOR THE ANNEXATION OF THE TRACT OF LAND SHOWN HEREON, WHICH TRACT CONSTITUTES A PORTION OF AN EXISTING ISLAND OR PENINSULA WITHIN OR CONTIGUOUS TO THE CITY, AND DO HEREBY CERTIFY: (1) THE COUNCIL HAS ADOPTED A RESOLUTION SETTING FORTH ITS INTENT TO ANNEX THE TRACT, PROVIDED NOTICE AND CONDUCTED HEARINGS ON THE MATTER, AND ADOPTED AN ORDINANCE PROVIDING FOR THE ANNEXATION OF THE TRACT TO THE CITY; ALL IN ACCORDANCE WITH THE PROVISIONS OF SECTION 10-2-418 UTAH CODE ANNOTATED, AS AMMENDED, AND (2) THAT THE COUNCIL DOES HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT OF LAND SHOWN HEREON AS A PART OF AMERICAN FORK CITY, TO BE KNOWN HERE AFTER AS THE 620 SOUTH ANNEXATION.

DATED THIS ____ DAY OF _____, A.D. ____

MAYOR _____ CLERK-RECORDER (SEE SEAL BELOW)

Preliminary
04/09/2026 7:55:22 AM

FINAL LOCAL ENTITY PLAT

620 SOUTH ANNEXATION

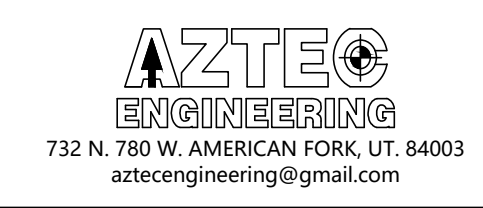
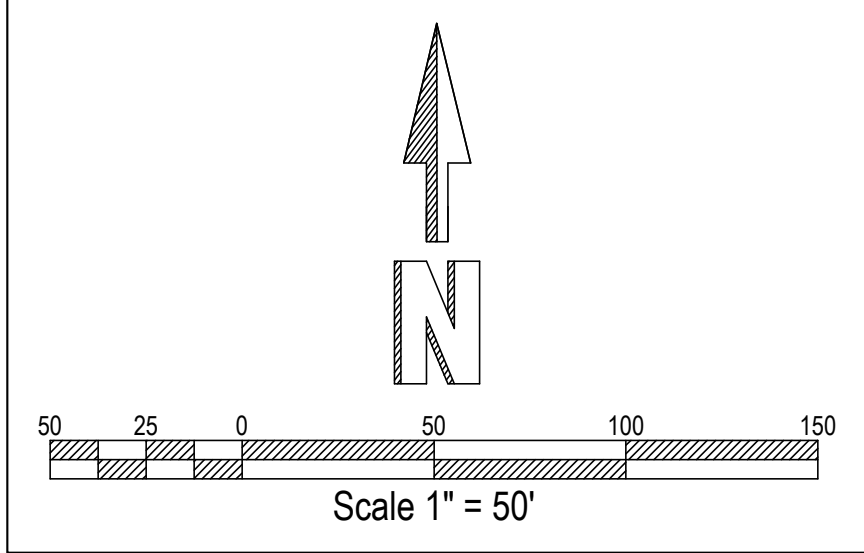
LOCATED IN THE SOUTHEAST 1/4 OF SECTION 22 & THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SLB&M
AMERICAN FORK CITY, UTAH COUNTY, UTAH
SCALE: 1" = 50 FEET

COUNTY SURVEYOR'S CERTIFICATE

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

COUNTY SURVEYOR DATE

COUNTY SURVEYOR'S SEAL	SURVEYOR'S SEAL	CLERK-RECORDER SEAL	UTAH COUNTY RECORDER
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Attachment: Exhibit B - 620 South Annexation plat (Notice of Intent to Annex)



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
APRIL 14, 2026**

Department Recorder Director Approval Terilyn Lurker

AGENDA ITEM Review and action on a resolution revising the American Fork City Fee Schedule for Storm Drain fees.

SUMMARY RECOMMENDATION
Staff would recommend approval.

BACKGROUND

A storm water fee study was completed in December 2021 recommending three biannual incremental increases to the storm water fee for 2022-2027. The city adopted and implemented two of those increases in January 2022 and January 2024. In the March 3, 2026 work session, staff presented storm water capital needs and ongoing SWPPP compliance program costs as justification for adopting the third increase. The recommended monthly rates are shown on the attached Exhibit A and are expected to be implemented for the June utility billing statements.

BUDGET IMPACT

Storm water revenues will increase by approximately \$300,000 per year.

SUGGESTED MOTION

Move to approve the resolution amending the general fee schedule to include revisions to the Storm Water user rates.

SUPPORTING DOCUMENTS

04.14.26 - Fee Schedule amendments(PDF)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF AMERICAN FORK FOR THE PURPOSE OF ESTABLISHING A GENERAL SCHEDULE OF THE FEES CHARGED BY THE CITY FOR STORM DRAIN FEES

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

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

Section 1. The following is an enactment listing the specific fees for the city shown in Exhibit A, which shall be effective May 1, 2026:

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

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

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

PASSED by the American Fork City Council this 14 day of April 2026.

ATTEST:

Bradley J. Frost, Mayor

Terilyn Lurker, City Recorder

Attachment: 04.14.26 - Fee Schedule amendments (General Fee Schedule Amendments - Storm water user rates)

AMERICAN FORK CITY
General Fee Schedule Amendments
April 14, 2026
Exhibit A

Recommended Monthly Storm Drain Rates

Unit Type	Rate	Current	Recommended	Change
Single Unit Residential	Base Charge per Unit	\$10.50	\$12.50	\$2.00
Multi-Unit Residential & Commercial/Industrial	Base Charge per Unit	\$8.27	\$9.85	\$1.58
	Area Charge per 1000 Sq Ft of Impervious	\$0.66	\$0.78	\$0.12

Attachment: 04.14.26 - Fee Schedule amendments (General Fee Schedule Amendments - Storm water user rates)



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
APRIL 14, 2026**

Department Recorder Director Approval Terilyn Lurker

AGENDA ITEM Review and action on a resolution approving the disposition of lost or mislaid property or seized property.

SUMMARY RECOMMENDATION

Staff would recommend approval of the resolution.

BACKGROUND

The American Fork Police Department has possession of personal property that has been seized, lost or mislaid. The Police Department has given the required notice, claim, and holding period requirements as outlined in Utah Code have been met. The list of personal property is attached to the resolution.

BUDGET IMPACT

N/A

SUGGESTED MOTION

Move to adopt the resolution authorizing the disposition of lost or mislaid property or seized property.

SUPPORTING DOCUMENTS

04.14.26 - Abandoned and Mislaid Property Resolution (PDF)

RESOLUTION NO. _____

**A RESOLUTION PROVIDING FOR THE DISPOSITION OF LOST OR MISLAID
PROPERTY OR SEIZED PROPERTY**

WHEREAS, the American Fork Police Department has possession of certain personal property that has been seized pursuant to Utah Code § 77-11a-401 *et seq.* or has been lost or mislaid as defined in Utah Code § 77-11d-101(2) (collectively the “Personal Property”); and

WHEREAS, all applicable requirements for disposal of seized property found in Utah Code § 77-11a-401 *et seq.* - *Disposal of Seized Property and Contraband* and Utah Code § 77-11d-101 *et seq.* - *Lost or Mislaid Property* have been met, and a list of the Personal Property is attached hereto as Exhibit A; and

WHEREAS, the American Fork Police Department has indicated that all notice, claim and holding period requirements found in Utah Code § 77-11a-401 *et seq.* and Utah Code § 77-11d-101 *et seq.* have been complied with; and

WHEREAS, the City Council of American Fork has found that the Personal Property included on Exhibit A should be disposed of in accordance with Utah Code § 77-11a-403 and Utah Code § 77-11d-105, with the proceeds of the Personal Property applied to the specific public interest use as designated and approved by the City Council.

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

1. Personal Property – Exhibit A.

- (a) The City Council approves the application of the Personal Property included in Exhibit A, or proceeds derived therefrom, to specific public interest use designated and approved by the City Council which is the provision and enhancement of law enforcement services for residents of the City. Such use is found to promote the public interest in accordance with applicable law.
- (b) Except as provided for in subsection 1(c) below, the City shall either apply the Personal Property directly to the designated public interest use or sell the Personal Property at public auction and apply the proceeds of the sale to the public interests as provided for herein.
- (c) Any confiscated or unclaimed firearms included in Exhibit A shall be disposed of strictly in accordance with Utah Code § 77-11a-403, which requires that such firearms be:
 - (i) sold to a federally licensed firearms dealer with proceeds applied to an approved public interest use;
 - (ii) destroyed if unfit for sale or associated with a notorious crime; or
 - (iii) transferred to the Bureau of Forensic Services or another public forensic laboratory with legislative approval.

- 2. **Authority to Act.** City staff is authorized to carry out the disposal of property in accordance with the provisions of this Resolution, Utah Code, and American Fork City ordinances.
- 3. **Effective Date.** This Resolution shall become effective immediately upon its passage.

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

Bradley J. Frost, Mayor

ATTEST:

Terilyn Lurker, Recorder

Attachment: 04.14.26 - Abandoned and Mislaid Property Resolution (Surplus resolution - Abandoned, Mislaid, Seized property)

Exhibit A

Case #:	Item Description:
21AF03368	blk Hatsun Aircraft bb gun
20AF08356	Black M&P 15/22 rifle
20AF08356	Black M&P magazine
20AF08639	blk 12g Shotgun
22AF01002	Magpul stock/Riger grip
22AF01002	Magpul pmag gen 3 mag
22AF01002	2 pmags, 2 mag boxes
22AF01002	Hardened arms firearm parts
23AF09222	Upper Receiver BFG50
20AF01210	Cobra .380 Revolver
11AF05713	S&W .357 Revolver
23AF00435	Glock 23
24AF08138	Taurus G3X Pistol
22AF06357	Ruger 9mm Pistol
23AF05818	Davis Industries Derringer Dm22
23AF05818	Miroku Liberty Chief Revolver
23AF05818	S&W 38 Revolver
23AF05818	Gregorelli & Umberti 38 Revolver
23AF05818	Heritage Rough Rider .22 Revolver
23AF05818	H&R 929 .22 Revolver
25AF10566	Taurus PT111 G2 Pistol
20AF07754	Highpoint Mag
20af09445	KBI 9mm Pistol
09AF01261	Glock 22. 40 pistol
09AF01261	2 Glock Mags
25AF01515	Ruger .380 Pistol
21AF01884	Mossberg 500 A 12 GA w/ taclight
21AF01884	Stevens 55 rifle
21AF01884	Remington 870 shotgun
25AF01284	Case, Mags, Ammo
25AF01284	SCCY 9mm Pistol
25AF01460	S&W 9C Pistol
24AF11905	S&W M&P 9 Shield 9mm Pistol
25AF05627	Glock BB Gun
21AF01893	Beretta 92SF Compact L
21AF01893	Beretta Mag
21AF03071	Empty glock mag
21AF03071	Empty glock mag
19AF06779	Leather firearm holster
24AF02812	Beretta 21A Pistol
24AF02812	Holster, mag
19AF00753	Pledge Bear Bow
19af02420	Gemstones
10AF03493	Hatchet
22AF00489	Mpow Bluetooth headphones
22AF00489	White case airpods

22AF00489	Airpods floral case
22AF00489	Wireless earbuds
22AF00489	Ye/Blu Airpods
21AF00040	Apple airpods pink case
21AF00393	airpods, cases, anbes case
21AF02115	nilwaukee battery
21AF04046	Ozar Trail Knife
21af07924	hart drill
21af07924	tools
21af10231	airbud speakers
21af010231	GoPro camera
21AF10231	SKULLCANDY HEADPHONES
21af10231	jbl clip 4 speaker
-	3 Rayban sunglasses
-	Shadyrays sunglasses
-	Togere sunglasses
19AF01036	High Vis vest
24AF07679	Dark Blue iLive Earbuds
24AF07405	Blue Beats Earbuds
23af05758	\$15 Bath and Bodyworks Giftcard
19AF01334	Magnifying glass
19AF01334	Counterfeit detector pen
A02-02985	200 .22 Rounds, misc 9mm ammo, 3 12g shells
A02-02985	Ammo box full of 9mm ammo
A02-02985	38 Stripper clips for ammo, ruger rotary magazine
A02-02985	Glock magazine grip
A02-02985	3 ammo boxes
24AF02283	Variety Gift Card \$12.39
24AF07414	8 Mighty Patch Boxes
24AF07414	6 Hand Sanitizers
24AF07414	4 Touchland Sanitizers
-	2 Kids bubbles bottles
-	Emergency Blanket
-	Hand Warmers
-	box of kotex pads
-	bottle of Olay bodywash
-	Vagisil wipes and Vagisil Bodywash
-	Ponds Dark Spot Cream
-	2 Packages of Nutrogena makeup wipes
25AF00714	Arencia Holy Hyssop Serum
25AF00714	2 bottles of Divi Hair Vitamins
20AF08356	Silver Apple iPad
21AF03071	GAMO Mountable Laser
21AF10231	Oral B Electric Toothbrush
21AF101672	Infinite SD Card
18AF04839	Victoria's Secret Gift Card \$32.08
18AF04839	Cinemark Gift Card \$1.50,
23AF05758	cash

24AF02185	cash
24AF02185	cash
24AF02185	cash
09AF03825	cash
25AF012387	cash
18AF05603	cash
24AF02726	cash
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