



*\*Notice of Electronic Meeting\**

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

The American Fork City Council will hold a public hearing in conjunction with the regular session on Tuesday, June 9, 2026, in the American Fork City Hall, 31 North Church Street, commencing at 7:00 p.m. The agenda shall be as follows:

PUBLIC HEARINGS

1. Receive public comment on the American Fork City FY 2027 Interim Budget (July 1, 2026, to June 30, 2027). This budget includes a proposed property tax rate increase.
2. Receive public comment on the American Fork City FY 2027 Executive Municipal Officers compensation (July 1, 2026, to June 30, 2027).
3. Receive public comment on the vacation of a portion of a public utility easement at 1032 East 1060 North.

REGULAR SESSION

1. Pledge of Allegiance; Invocation by Council Member Holley; roll call.
2. Twenty-minute public comment period. Members of the public may address the Council for up to two minutes each. The Council will listen to all comments but will not discuss or respond to matters raised during the public comment period.
3. City Administrator's Report
4. Council Reports
5. Mayor's Report

COMMON CONSENT AGENDA

(*Common Consent* is that class of Council action that requires no further discussion or which is routine in nature. All items on the Common Consent Agenda are adopted by a single motion unless removed from the Common Consent Agenda.)

1. Approval of the May 19, 2026, work session minutes.
2. Ratification of city payments (May 20, 2026, to June 2, 2026) and approval of purchase requests over \$50,000.

ACTION ITEMS

1. Review and action on a resolution regarding the Certified Tax Rate and setting the Truth in Taxation Public Hearing date for August 11, 2026.
2. Review of the resolution adopting the Property Tax Impact Schedule.
3. Review and action on an ordinance approving the disbursement of FY2026-2027 PARC Tax funds.
4. Review and action on an ordinance approving the vacation of a portion of the public utility easement for property at 1032 East 1060 North, located within the Autumn Crest subdivision.

5. Review and action for an approval of a Reimbursement Agreement for OZ AF East, LLC for the High Pointe Apartments Public Right of Way Improvements.
6. Review and action on a pioneering agreement with AFEW LLC for system improvements.
7. Consideration and action on entering into a closed session to discuss (A) the sale, purchase, and/or lease of real property; (B) pending or reasonably imminent litigation; and (C) the professional character or competence of an individual(s) as described in Utah State Code 52-4-204 and 52-4-205.
8. Adjournment.

Dated this 5th day of June 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  
JUNE 9, 2026**

Department Recorder Director Approval Terilyn Lurker

**AGENDA ITEM** Review of the resolution adopting the Property Tax Impact Schedule.

**SUMMARY RECOMMENDATION**

No new action.

**BACKGROUND**

Utah Code §§ 59-2-919 and 59-2-924 requires the city to present and make available to the public the property tax impact schedule at each public hearing held prior to June 30 at which the taxing entity discusses the taxing entity's proposed general fund budget for the ensuing fiscal year period as a separate document from all other budget documents.

Resolution 2026-05-18R was adopted on May 12, 2026 prior to the tentative budget being adopted.

Due to increased call volume resulting from population growth, a new fire station is needed on the lakeside region of the city. In order to staff a new station, the fire department is requesting nine fulltime firefighter/paramedics. Total additional staffing costs, including benefits, for the requested nine firefighters is \$1.4 million. The proposed tax increase will generate an estimated \$660,000 in additional revenue, with remaining cost of \$755,000 not being directly passed to the taxpayer. The 9% proposed increase will be to the city property tax only, not to the residents' entire tax bill, which also includes assessments from the school district, county and water districts. The 9% increase will equate to approximately \$2.83 per month per household for a median home valuation of \$492,300. This is only a 1.4% increase to a resident's total property taxes and a 1.6% increase to the city's total general fund revenue.

Impact of Tax Increase - The Fire department has requested staffing for a new fire station with 9 additional full-time personnel for a total cost of \$1,415,000. The property tax increase will fund staffing for 4 of 9 fulltime firefighter/paramedics. Should the proposed property tax increase not be passed, the new fire station will not have full shift coverage, leaving only 5 of the 9 positions filled resulting in gaps without staff at the new station.

Adoption of the Property Tax Impact Schedule does not finalize the property tax rate. Final consideration and adoption of the property tax rate will occur following the required public hearing and completion of all applicable notice and review periods.

**BUDGET IMPACT**

Adoption of the Property Tax Impact Schedule itself does not have a direct fiscal impact. The schedule is a disclosure document that illustrates the estimated effect of a proposed property tax rate increase. Any actual fiscal impact will be determined by the final property tax rate adopted by the City Council as part of the final budget process.

**SUGGESTED MOTION**

Discussion item only.

**SUPPORTING DOCUMENTS**

2026-05-18R - FY 2026-2027 Property Tax Impact Schedule (PDF)

RESOLUTION NO. 2026-05-18R

**A RESOLUTION ADOPTING THE FISCAL YEAR 2026-2027 PROPERTY TAX IMPACT SCHEDULE FOR AMERICAN FORK CITY, STATE OF UTAH**

WHEREAS, State law requires each municipality to prepare and consider a tentative operating and capital budget prior to adoption of a final budget; and


WHEREAS, the tentative budget includes a proposed property tax rate increase, necessitating compliance with applicable Truth-in-Taxation notice and disclosure requirements.

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

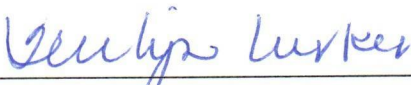
Section 1. That the City Council of American Fork City, State of Utah, hereby adopts the Property Tax Impact Schedule, attached herein, for the proposed property tax rate increase associated with the Fiscal Year 2026–2027 interim budget, as prepared and presented in accordance with the requirements of Utah Code § 59-2-924, as amended by HB 236 – Truth in Taxation Amendments. The Property Tax Impact Schedule sets forth the estimated impact of the proposed property tax rate increase on residential and non-residential properties and is incorporated herein by reference as part of the City’s Truth-in-Taxation process.

PASSED AND SIGNED THIS 12 DAY OF MAY, 2026.

APPROVED:

  
Bradley J. Frost, Mayor

ATTEST:

  
Terilyn Lurker, City Recorder



Attachment: 2026-05-18R - FY 2026-2027 Property Tax Impact Schedule (Property Tax Impact Schedule - Review of Resolution)

### Property Tax Impact Schedule

American Fork City will consider an increase to its property tax rate from .001389 to .001514 (estimated) to generate an additional \$660,000. The following information is intended to provide decision makers and the public with an explanation of how the City's operations would be affected if the proposed property tax increase is adopted.

American Fork City's Current Property Tax Rate	.001389
American Fork City's Current Property Tax Revenue	\$7,335,305
Proposed Revenue with Tax Change	\$7,995,305
New Property Tax Revenue to American Fork City	\$660,000

Estimated Increase to American Fork City's Property Tax Revenue 9.0%

Estimated annual increase to a primary residence of \$492,300 \$34.00 or 9.0% increase  
 Estimated annual increase to a business valued at \$492,300 \$61.54 or 9.0% increase

Affected Department	Proposed Budget	Budget without Tax Change	Budget Change
Fire	\$11,330,026	\$10,670,026	\$660,000

**Impact of Tax Increase** – The Fire department has requested staffing for a new fire station with 9 additional full-time personnel for a total cost of \$1,415,000. The property tax increase will fund staffing for 4 of 9 fulltime firefighter/paramedics.

Should the proposed property tax increase not be passed, the new fire station will not have full shift coverage, leaving only 5 of the 9 positions filled resulting in gaps without staff at the new station.

Attachment: 2026-05-18R - FY 2026-2027 Property Tax Impact Schedule (Property Tax Impact Schedule - Review of Resolution)



**REQUEST FOR COUNCIL ACTION  
CITY OF AMERICAN FORK  
JUNE 9, 2026**

Department Recorder Director Approval Terilyn Lurker

**AGENDA ITEM** Review and action on an ordinance approving the disbursement of FY2026-2027 PARC Tax Funds.

**SUMMARY RECOMMENDATION**

It is recommended the council approve the proposed disbursement.

**BACKGROUND**

The PARC Tax Advisory Board has reviewed the applications for PARC Tax funds, with the applicants presenting their requests to the board. After deliberations, the PARC Tax Board has presented their recommended allocations to the council. The council discussed the recommendations at the May 6th work session.

It is proposed the council approve the following disbursements:

American Fork City	\$ 1,110,634.00
Friends of American Fork Library	\$ 25,050.00
Harrington Center for the Arts	\$ 127,000.00
Nashville in the Rockies	\$ 7,000.00
Timpanogos Arts Foundation	\$ 213,000.00
Timpanogos Chamber Music	\$ 8,000.00
Timpanogos Chorale of Utah	\$ 14,530.00
Wasatch Contemporary Dance	\$ 2,786.00
Wasatch Music Alliance	\$ 72,000.00
<b>Total</b>	<b>\$ 1,580,000.00</b>

See the attached ordinance for a further breakdown of allocations.

**BUDGET IMPACT**

\$1,580,000.00

**SUGGESTED MOTION**

Move to adopt the ordinance approving the disbursement of the fiscal year 2026-2027 PARC Tax funds as presented and allow the city administrator to enter into the disbursement contracts, with terms substantially similar to those presented, under the direction of the mayor.

OR

Move to adopt the ordinance approving the disbursement of the fiscal year 2026-2027 PARC Tax funds as follows: (list approved disbursements), and allow the city administrator to enter into disbursement contracts, with terms substantially similar to those presented, under the direction of the mayor.

#### **SUPPORTING DOCUMENTS**

06.09.26 - PARC Tax Allocations - final (DOCX)  
Final 2026-2027 PARC Recommendations to Council (DOCX)  
PARC Tax agreement - TEMPLATE (DOCX)

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

**AN ORDINANCE PROVIDING FOR THE DISTRIBUTION OF FISCAL YEAR 2026/2027  
PARC TAX REVENUES**

WHEREAS, on December 9, 2014 American Fork City Council approved Ordinance No. 2014-12-46, the Parks, Arts, Recreation and Culture Sales and Use Tax (PARC Tax);

WHEREAS, the PARC Tax became effective April 1, 2015;

WHEREAS, the City Council recognizes that parks, arts, recreation and culture enrich the quality of life in a community;

WHEREAS, the City Council desires to encourage and support the advancement or recreational and cultural facilities and cultural arts organization in American Fork; and

WHEREAS, the purpose of this ordinance is to provide for the distribution of the Fiscal Year 2026/2027 PARC Tax revenues.

NOW THEREFORE, be it ordained by the American Fork City Council as follows:

1. The American Fork City Council hereby authorizes the distribution of Fiscal Year 2026/2027 PARC Tax Revenues to the **American Fork City** in the amount of \$1,110,634.00 for the following projects:

• Art Dye Bond Payment	\$ 350,000.00
• Monarch Park Improvements	\$ 80,000.00
• Beehive Park Improvements	\$ 179,150.00
• Lakeview Park	\$ 185,000.00
• Evergreen Park Basketball & Pickleball	\$ 95,420.00
• Boat Harbor Dock Replacement	\$ 24,000.00
• Lion’s Park Improvements	\$ 125,880.00
• AF Library – Teen Area Phase 3	\$ 65,684.00
• Cemetery – Veteran’s Memorial Stone	\$ 5,500.00

2. American Fork City Council hereby authorizes the distribution of Fiscal Year 2026/2027 PARC Tax revenues to the **Friends of the American Fork Library** in the amount of \$25,050.00 for the following projects:

• Author Event Series	\$ 6,000.00
• First Grade Book Fairy Project	\$ 13,050.00
• Unearth a Story Project	\$ 6,000.00

3. American Fork City Council hereby authorizes the distribution of Fiscal Year 2026/2027 PARC Tax revenues to the **Harrington Center for the Arts** in the amount of \$127,000.00 for the following projects:

• Concerts in the Park	\$ 34,000.00
• Fork Fest	\$ 65,000.00
• Living Bethlehem & Christmas Market	\$ 25,000.00
• Sculpture Walk	\$ 3,000.00

Attachment: 06.09.26 - PARC Tax Allocations - final (FY2026/2027 PARC Tax Allocations)

4. American Fork City Council hereby authorizes the distribution of Fiscal Year 2026/2027 PARC Tax revenues to the **Nashville in the Rockies** in the amount of \$7,000.00 for the following project:

- Community Concert \$ 7,000.00

5. American Fork City Council hereby authorizes the distribution of Fiscal Year 2026/2027 PARC Tax revenues to **Timpanogos Arts Foundation** in the amount of \$213,000.00 for the following projects:

- Administrative Grant Request \$ 65,000.00
- TAF Theater Programs \$ 85,000.00
- TAF Instrumental Programs \$ 37,000.00
- Timpanogos Visual Arts Program \$ 2,000.00
- Timpanogos Youth Choir Program \$ 10,000.00
- Choral Programs \$ 14,000.00

6. American Fork City Council hereby authorizes the distribution of Fiscal Year 2026/2027 PARC Tax revenues to **Timpanogos Chamber Music** in the amount of \$8,000.00 for the following project:

- Concert Series \$ 8,000.00

7. American Fork City Council hereby authorizes the distribution of Fiscal Year 2026/2027 PARC Tax revenues to **Timpanogos Chorale of Utah** in the amount of \$14,530.00 for the following project:

- July 2026 America 250 Patriotic Concert \$ 2,360.00
- December 2026 AF Main Christmas Concert \$ 2,360.00
- December 2026 AF Library Christmas Concert \$ 1,860.00
- November 2026 AF Veteran’s Day Program \$ 1,400.00
- May 2027 AF Main Spring Concert \$ 2,360.00
- May 2027 Library Concert \$ 1,860.00
- December 2026 AF Care Center Performance \$ 930.00
- May 2027 AF Care Center Performance \$ 930.00
- July 2026 AF Anthem for Daughters of Utah Pioneers \$ 470.00

8. American Fork City Council hereby authorizes the distribution of Fiscal Year 2026/2027 PARC Tax revenues to **Wasatch Contemporary Dance** in the amount of \$2,786.00 for the following project:

- Free Creative Dance Classes and Community Performances Initiative \$ 2,786.00

9. American Fork City Council hereby authorizes the distribution of Fiscal Year 2026/2027 PARC Tax revenues to **Wasatch Music Alliance** in the amount of \$72,000.00 for the following project:

- Wasatch Winds Symphonic Band And Wasatch Show Band \$ 42,000.00
- American Fork Steel Days Drone Show \$ 30,000.00

Attachment: 06.09.26 - PARC Tax Allocations - final (FY2026/2027 PARC Tax Allocations)

10. No PARC Tax revenues shall be distributed to an entity for operation expenses until the entity has signed a contract with the City meeting the requirements of Resolution No. 2015-04-09R and Resolution No. 2017-01-06R, A Resolution Creating the Parks, Arts, Recreation and Culture Tax Advisory Board.
11. PARC Tax revenues in future fiscal years will also be awarded after a competitive application process based on merit and availability of funds. Receipt of PARC Tax funding in this round of applications does not guarantee PARC Tax funding in future years.
12. The City Administrator is hereby authorized to sign any documents required to proceed with the distribution of PARC Tax revenues as set forth in this ordinance.
13. All acts, orders, resolutions, ordinances, and parts thereof, in conflict with this ordinance are hereby rescinded.

This ordinance shall take effect immediately upon its passage and publication as prescribed by law.

Passed by the American Fork City Council on this 9th day of June 2026.

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

ATTEST:

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



To: American Fork City Council  
 From: PARC Tax Advisory Board  
 Date: May 19, 2026  
 Re: PARC Funding Recommendation

**2026-2027 Fiscal Year**

In accordance with applicable Utah code and city ordinance, the PARC Tax Advisory Board (“Board”) has reviewed all applications submitted for the 2026 award year and are herein submitting recommended recipients and funding levels of the PARC grant monies to be distributed during the 2026-2027 fiscal year.

Pending final approval by the City Council and prior to receiving funding, all groups receiving funding will be required to comply with sections 8 and 9 of the *Policies and Procedures for PARC Tax Funding*.

The PARC Board’s recommendations provide funding for projects that the Board concludes will enhance the American Fork community in multiple ways and appeal to a broad spectrum of people and interests associated with parks, arts, recreation, and culture in the American Fork community. This year, as in all prior years, funding requests exceeded available funding. With available PARC Grant funding of \$1,580,000, applications included project funding requests in the amount of \$3,548,224. Paring down the requests to achieve final recommendations required careful and deep discussion by the Board. Throughout our discussion of submitted requests there were often differences of opinion among Board members as to what projects to recommend for funding and to what level. However, these following recommendations represent final unanimous agreement.

During deliberations, the Board often referenced the desire of the City Council to move towards a funding distribution model favoring Parks and Recreation projects. In making these final recommendations Board members considered that counsel but also continued to consider prior funding patterns, project phasing, our general impressions of value, the desire for broad community reach, and community penetration of projects.

The Board’s recommendations distribute PARC funding as follows:

Park related projects receive	46%
Arts related projects receive	1%
Recreation related projects receive	20%
Culture related projects receive	33%

Therefore, the Board presents the following recommendations for tax funding awards in the upcoming fiscal year:

Attachment: Final 2026-2027 PARC Recommendations to Council (FY2026/2027 PARC Tax Allocations)



**American Fork City**

Art Dye Bond Payment	\$350,000
Monarch Park Improvements	\$80,000
Beehive Park Improvements	\$179,150
Lakeview Park	\$185,000
Evergreen Park Basketball & Pickleball	\$95,420
Boat Harbor Dock Replacement	\$24,000
Lion's Park Improvements	\$125,880
AF Library – Teen Area Phase 3	\$65,684
Cemetery – Veteran's Memorial Stone	<u>\$5,500</u>
	<b>\$1,110,634</b>

**Friends of AF Library**

First Grade Book Fairy Project	\$13,050
Author Event Series	\$6,000
Unearth a Story Project	<u>\$6,000</u>
	<b>\$25,050</b>

**Harrington Center for the Arts:**

Concerts in the Park	\$34,000
Fork Fest	\$65,000
Living Bethlehem & Christmas Market	\$25,000
Sculpture Walk	<u>\$3,000</u>
	<b>\$127,000</b>

**Nashville in the Rockies**

Community Concert	<b>\$7,000</b>
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**Timpanogos Arts Foundation:**

Administrative Grant Request	\$65,000
TAF Theater Programs	\$85,000
TAF Instrumentals Program	\$37,000
Timpanogos Visual Arts Program	\$2,000
Timpanogos Youth Choir Program	\$10,000
Choral Programs	<u>\$14,000</u>
	<b>\$213,000</b>

**Timpanogos Chamber Music**

Concert Series	<b>\$8,000</b>
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**Timpanogos Chorale of Utah**

July 2026 America 250 Patriotic Concert	\$2,360
December 2026 AF Main Christmas Concert	\$2,360
December 2026 AF Library Christmas Concert	\$1,860
November 2026 AF Veteran's Day Program	\$1,400
May 2027 AF Main Spring Concert	\$2,360
May 2027 Library Concert	\$1,860
December 2026 AF Care Center Performance	\$930
May 2027 AF Care Center Performance	\$930
July 2026 AF Anthem for Daughters of Utah Pioneers	<u>\$470</u>
	<b>\$14,530</b>

Attachment: Final 2026-2027 PARC Recommendations to Council (FY2026/2027 PARC Tax Allocations)



<b>Wasatch Contemporary Dance</b>	
Free Creative Dance Classes and Community Performances Initiative	<b>\$2,786</b>
<b>Wasatch Music Alliance</b>	
Wasatch Winds Symphonic Band and Wasatch Show Band	\$42,000
American Fork Steel Days Drone Show	<u>\$30,000</u>
	<b>\$72,000</b>
<b>TOTAL</b>	<b>\$1,580,000</b>

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## FUNDING RATIONALE

### American Fork City

American Fork City devotes significant financial assets to funding and supporting municipal Parks and Recreation activities and this year, as in years past, requested a considerable amount of funding for various appropriate projects. Using the City’s own project priorities as a guide and balancing other funding requests, and after considerable deliberations, the PARC Board recommends funding of the following projects for American Fork City:

1. Art Dye Bond Payment

The Art Dye Regional Recreation Park has become an important part of the city’s Park and Recreation vision. Its accessibility and amenities attract more than just Parks and Recreation activities including city-wide cultural events such as Fork Fest. Art Dye Park is becoming an acclaimed regional venue for athletics, entertainment, and recreation. Ongoing funding to pay down the bond for this multi-use park is a prudent use of PARC tax funds.

Total Amount Requested:        \$350,000  
**Total Amount Recommended: \$350,000**

2. Monarch Park Improvements

After not being funded in last year’s request, the PARC Board is recommending full funding for this submission. The need to create and preserve natural space in American Fork along with this project being a top priority for the City convinces the Board to recommend full funding. The City has already invested considerable funds and PARC funds will help improve the trail system and add way-finding signs that will enhance visitor experience.

Total Amount Requested:        \$80,000  
**Total Amount Recommended: \$80,000**



3. Beehive Park Improvements

The Beehive Park is a long-standing center for baseball and softball in American Fork that in recent years has become an extension of the Mary & Art Dye Park. With a new connecting trail scheduled along its border certain to increase its access and use, existing fencing, restroom, and other features need upgrading. Three phases for upgrading are planned. The PARC Board recommends funding Phase 1.

Total Amount Requested: \$287,500  
**Total Amount Recommended: \$179,150**

4. Lakeview Park

Lakeview Park is a planned new city park to be located in the southwest part of American Fork. This fast-growing part of the city has created a strong need for park amenities. Lakeview Park will ultimately include typical park amenities. The project request is for monies to fund the restroom and playground installation. The PARC Board is recommending funding for only the playground portion of the project.

Total Amount Requested: \$300,000  
**Total Amount Recommended: \$185,000**

5. Evergreen Park Basketball & Pickleball

Evergreen Park has an underutilized sand volleyball court. After due consideration the city plans to enhance the use of Evergreen Park by converting that sand volleyball court into a full-sized basketball court with hoops. The court will be designed to also provide 3 pickleball courts.

Total Amount Requested: \$ 95,420  
**Total Amount Recommended: \$ 95,420**

6. Boat Harbor Dock Replacement

This project will replace all of the boat docks in the American Fork Boat harbor. The requested PARC funding will be combined with a grant from the State of Utah in the amount of \$182,500 allowing replacement of the anchoring system, the walkways and the curtsy docks. Improvements to the American Fork Boat Harbor will increase use and enhance the boating experience for users.

Total Amount Requested: \$ 24,000  
**Total Amount Recommended: \$ 24,000**

7. Lions Park Improvements

Lions Park is one of the oldest parks in American Fork. The park needs significant improvements; i.e., replacement of playground equipment, sign replacement, sidewalk repair/replacement, landscaping, and pavilion replacement. While the Board sees that these upgrades are needed, we recommend phasing these improvements per the City’s own suggestion. Therefore, we recommend funding the



playground equipment, sidewalk replacement, and replacing the sign and its landscaping.

Total Amount Requested: \$191,230  
**Total Amount Recommended: \$125,880**

8. Cemetery – Veteran Memorial Stone

Intended to honor American Fork Veterans, the granite stone memorial at the south entrance to the cemetery has been a wonderful feature of this revered site. The original stones were paid for by a donation from the Veterans of Foreign Wars and subsequent stones were paid for through donations and city funds. The currently placed stones are filling quickly and additional stones are needed. These new stones will provide space to honor veterans for 20 or more years. The Board recognizes the value of this project but recommends funding half of the requested funds and encourages the city to seek additional funding through donations.

Total Amount Requested: \$ 11,000  
**Total Amount Recommended: \$ 5,500**

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**AF City Library – Teen Area Renovation**

Renovation of the Teen Area has been a high priority for the AF Library and PARC funds have been requested and granted for several consecutive years. The Board’s recommendation this year will provide much of the furniture and shelving the library has not yet been able to purchase for this very much needed project.

Total Amount Requested: \$ 71,700  
**Total Amount Recommended: \$ 65,684**

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**Friends of the Library**

A charitable organization for many years, and a frequent recipient of PARC funds, Friends of the American Fork Library seeks to increase the reach of the AF Library through programs that enhance literacy, community partnerships, and outreach. The Board held good and supportive discussions regarding funding this year and recommends the following:

1. First Grade Book Fairy Project

The Book Fairy Project is a popular and successful project for American Fork, enhancing literacy, art, culture, and community engagement. By encouraging students to enjoy reading and learning, and to pursue an understanding of literary arts, this project provides several books throughout the school year for every first-grade student in our community as well as incentives for first graders to visit and become familiar with the library.

Total Amount Requested: \$18,650  
**Total Amount Recommended: \$13,050**



2. Author Event Series

Popular with the public in the past, funding this project will allow the Library, to provide presentations by popular authors. Additionally, plans are to provide concerts with artists from various genres to perform for the public.

Total Amount Requested: \$10,000

**Total Amount Recommended: \$ 6,000**

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**Harrington Center for the Arts**

1. Fork Fest

This popular annual summer music festival offers an opportunity for the American Fork community and visitors to experience some of the most popular local musical talent as well as performers from outside of the American Fork community. Food trucks and a vendor fair enhance the program. The Fork Fest festival encourages participation and enjoyment in art, culture, and music.

Total Amount Requested: \$66,048

**Total Amount Recommended: \$65,000**

2. Concerts in the Park

Members of the American Fork community value the tradition of the Concerts in the Park series during the summer. These concerts bring many people together and provide an important musical and social experience for American Fork patrons in the unique environment of Quail Cove.

Total Amount Requested: \$ 37,175

**Total Amount Recommended: \$ 34,000**

3. Living Bethlehem and Christmas Market

A very popular activity and fast becoming a holiday tradition in American Fork, HCA will bring an 8-day family-oriented festival that will create a Christmas Village at the Quail Cove amphitheater featuring handmade arts and crafts, gifts, vendors, and warm treats, along with a live nativity presentation creating a unique Christmastime activity for American Fork residents and others from throughout the area. This year's request led to a long debate and an opinion from the American Fork City Attorney regarding public funds being used to support a specific religious position. From an abundance of caution, and after discussion with officials from Harrington Center for the Arts, the Board recommended funding to be given with the mandate that PARC funds be used only for those aspects of the project that are not directly related to the Christian Nativity presentation.

Total Amount Requested: \$ 46,675

**Total Amount Recommended: \$ 25,000**



4. Sculpture Exhibition

As in past years, this sculpture exhibition offers new sculptors the opportunity to have their sculptures cast in bronze by one of the four nearby fine art bronze foundries. American Fork citizens and visitors to our community are then able to enjoy these sculptures placed on display along Main Street - historic downtown AF. While the sculptures remain the property of the artists, constructed pedestals are reused as new sculptures are placed on display.

Total Amount Requested: \$ 3,900  
**Total Amount Recommended: \$ 3,000**

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**Nashville in the Rockies – Community Concert**

Nashville in the Rockies is a new non-profit organization with the goal of enriching the community through music education and live performances. The project will include grassroots community engagement in bluegrass/country type music. The Board recognizes that although this project, as a new effort, has a limited reach, it provides a new and intriguing approach and venue for music in our community. The Board recommends full funding for this project.

Total Amount Requested: \$ 7,000  
**Total Amount Recommended: \$ 7,000**

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**Timpanogos Arts Foundation:**

The Timpanogos Arts Foundation (TAF) is a well-established PARC grant recipient that successfully produces many excellent artistic performances and cultural education programs for the American Fork Community. They provide an opportunity for community members to participate in their specialty areas (symphony, choir, visual art, theater, etc.) and to produce quality performances and exhibitions for the members of the community. TAF also provides cultural experiences through the History and Heritage Pageant. TAF enhances the overall life experience for American Fork citizens and contributes to a well-balanced community. The Board recommends TAF receive the following funding:

1. Administration

Timpanogos Arts Foundation (TAF) is a strong contributor to Arts and Culture in American Fork and is a long-time recipient of PARC funds. PARC has been supportive of administrative and operational needs and recommends continuing this support.

Total Amount Requested: \$ 90,000  
**Total Amount Recommended: \$ 65,000**

2. Community Theater

Funding will provide supplemental funding for TAF’s 2024-2025 Theater programming budget to provide 6 theatrical productions, classes, and summer camps.

Total Amount Requested: \$120,000  
**Total Amount Recommended: \$ 85,000**



3. Timpanogos Youth Theater

Using the Valentine Theater on the campus of the Utah State Developmental Center as venue, TAF’s Youth Theater provides an opportunity for children and teens to participate in organized theater. Using a model that requires participants to contribute financially in order to participate and also receives ticket sales, this program seeks to expand opportunities for committed young people to be involved in theater. 4 shows will be provided this upcoming year.

Total Amount Requested: \$ 20,000  
**Total Amount Recommended: \$ 10,000**

4. Instrumental Music Program

TAF’s Instrumental program includes the American Fork Symphony, the Vivace Youth Orchestra, and the Orchestra Summer Camp. These organizations provide several high-quality concerts during the year.

Total Amount Requested: \$48,000  
**Total Amount Recommended: \$37,000**

5. TAF Visual Arts

TAF’s Visual Arts Program provides visual arts experiences through classes, events, and art exhibitions. Plans for 2025-2026 include the American Fork Steel Days Art Show, the Fall Gallery, the Children’s Christmas in the Rotunda (AF Library), and the Spring Art Gallery.

Total Amount Requested: \$ 2,000  
**Total Amount Recommended: \$ 2,000**

6. TAF Choirs Programs

TAF’s Choir Program includes the Timpanogos Youth Choir and the Timpanogos Singers. The program provides an opportunity for a broad choir experience to and for adults and children.

TAF’s Youth Choir is a tuition-based choir for youth in grades 3-12. Featuring modest fees and scholarships, the program is essentially open to any youth that want to participate. Mentoring by adult choir members is provided. The Youth Choir provides several concerts per year.

Timpanogos Singers is a chamber-sized adult choir that will provide 4 local performances in the coming year as well as a trip to Carnegie Hall (non-PARC funded).

Total Amount Requested: \$20,000  
**Total Amount Recommended: \$14,000**



**Timpanogos Chamber Music**

Timpanogos Chamber Music is a non-profit organization that plans to sponsor a series of concerts in the upcoming year, at least five of which will be performed in American Fork. The concerts include instrumental and vocal performances with both solo artists and ensembles.

Total Amount Requested: \$12,000  
**Total Amount Recommended: \$ 8,000**

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**Timpanogos Chorale (Utah County Civic Chorale)**

The Timpanogos Chorale has served the American Fork Community for more than 60 years. Until recently the Chorale has been contractually tied to the Harrington Center for the Arts. Previously supported in part by PARC funds as a HCA program, the now independent non-profit Chorale remains dedicated to providing a broad range of chorale music to the American Fork area. This year’s request was given on a “Per Concert” basis. The Board reviewed all the requested concerts and recommended funding the following:

1. July 2026 AF America 250 Patriotic Concert  
Amount Requested: \$ 2,360  
**Amount Recommended: \$ 2,360**
  
2. December 2026 AF Main Christmas Concert  
Amount Requested: \$ 2,360  
**Recommended Amount: \$ 2,360**
  
3. December 2026 AF Library Christmas Concert  
Amount Requested: \$ 1,860  
**Amount Recommended: \$ 1,860**
  
4. November 2026 AF Veteran’s Day Program  
Amount Requested: \$ 1,400  
**Amount Recommended: \$ 1,400**
  
5. May 2027 AF Main Spring Concert  
Amount Requested: \$ 2,360  
**Amount Recommended: \$ 2,360**
  
6. May 2027 AF Library Concert  
Amount Requested: \$ 1,860  
**Amount Recommended: \$ 1,860**
  
7. December 2026 AF Care Center Performance  
Amount Requested: \$ 930  
**Amount Recommended: \$ 930**
  
8. May 2027 AF Care Center Performance  
Amount Requested: \$ 930  
**Amount Recommended: \$ 930**



9. July 2026 AF Anthem for Daughters of Utah Pioneers

Amount Requested: \$ 470  
**Amount Recommended: \$ 470**

Total Amount Requested: \$ 14,530  
**Total Amount Recommended: \$ 14,530**

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**Wasatch Music Alliance:**

1. Programming

The Wasatch Music Alliance features two performing groups; 1) The Wasatch Winds, a concert band; and 2) The Show Band, a jazz band. These two performing groups provide an opportunity for local musicians to continue their involvement in music as well as popular and professional sounding entertainment to American Fork citizens.

Total Amount Requested: \$47,000  
**Total Amount Recommended: \$42,000**

2. American Fork Steel Days Drone Show

Wasatch Music Alliance is asking for PARC funding for the upcoming Steel Days Celebration Drone Show. A Popular feature of American Fork’s Steel Days Celebration, the Drone Show has previously been under the direction of the AF Chamber of Commerce related organization, LIVE AF. The Drone Show is very popular and has received a lot of positive feedback. Combining the Drone Show with a WMA Concert will make the show even more enjoyable. Additional activities associated with this event will be funded by the American Fork Chamber of Commerce. Additionally, due to some problems with last year’s show, the Drone Show vendor will be providing additional features at no charge.

Total Amount Requested: \$43,300  
**Total Amount Recommended: \$30 ,000**

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## Requests Not Recommended for Funding This Year

### **American Fork City– The Grove at Mary and Art Dye Park**

A request to fund the development of an “American Fork Canyon-like” picnic area including tables/benches, firepits, and a walking path, in a shaded area with natural foliage. The Board had several concerns about how this project might overcome some access and environmental issues.

### **American Fork City – Park Amenities**

Although typically receiving some PARC funds, this request was denied funding for this year mainly because of a lack of funding for other projects.

### **American Fork City – Aqua Climb at the Recreation Center Swimming Pool**

This project didn’t have much support from the Board although it could well be looked at more favorably if resubmitted in the future.

### **American Fork City: Public Artwork Feature**

The Board saw this request as beneficial but did not believe there was enough planning and solid concept about the feature to warrant granting PARC funds at this time. We would like to see this request again in the future with more specifics.

### **American Fork City: Literacy in Motion: Book Sorter**

This is a project that would greatly enhance the functionality and efficiency of the library. However, ultimate planning and funding costs go beyond what PARC funds should probably absorb. The Board recommends that the City look at another funding mechanism, i.e., bonding, donations, etc., to finance this project.

### **Alianza Venezolana de Utah - Cultural Dance Project**

With the goal of connecting South American cultural and heritage dance traditions, Alianza requested funding to help solidify and stabilize their program. With only 16 current participants and with no secured venue, they hope to expand their program. The Board saw this as an admirable program but felt they should solidify their program and tighten up the timeliness of their application for future requests.

### **Timpanogos Chorale of Utah (two projects)**

TCU made applications seeking funding for 11 concert performances. The Board recommended funding for 9 of those performances. The two performances not recommended are, 1) the December 2026 Bethlehem Live Market Place Stage Concert, and 2) the December 2026 Bethlehem Live Angel Choir. Part of the Board’s decision to deny funding followed our reluctance to fund a narrow, strictly religious program (even though the religious tradition is deeply held by most of American Fork’s residents), and TCU’s own somewhat tepid interest in those two performances.

**TEMPLATE  
PARC TAX RECIPIENT AGREEMENT  
Cultural Organization**

**Contract No.** \_\_\_\_\_

This Agreement is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the City of American Fork, a municipal corporation and political subdivision of the State of Utah, with its principal offices located at 51 East Main Street, American Fork, Utah 84003, (the “City”), and \_\_\_\_\_, with its principal offices located at \_\_\_\_\_, American Fork, Utah 84003 (the “Recipient”).

RECITALS

WHEREAS, Section 59-12-1401(et.seq.) of the Utah Code allows cities to impose a 0.1% sales tax to finance (1) the ongoing operational expenses of specified types of cultural arts organizations, and (2) specified types of publicly owned recreational and cultural facilities; and

WHEREAS, in November, 2014, American Fork City voters voted in favor of imposing the 0.1% sales tax to support cultural arts and recreation in American Fork (the “Parks, Arts, Recreation Culture Tax” or “PARC Tax”); and

WHEREAS, on December 9, 2014, the American Fork City Council enacted the PARC Tax by ordinance, for a term of eight years; and

WHEREAS, the American Fork City Council adopted policies and procedures governing the distribution of PARC Tax revenues, including eligibility requirements, application procedures and award procedures; and

WHEREAS, the Recipient applied for PARC Tax revenues from the City and went through a thorough application review process by the City; and

WHEREAS, on June 9, 2026 the American Fork City Council enacted an ordinance authorizing the distribution of Fiscal Year 2026/2027 (“FY 26/27”) PARC Tax revenues to various entities, contingent on the entities entering into a contract with the City governing the distribution and use of the PARC Tax revenues; and

WHEREAS, the American Fork City Council authorized the distribution of some of the FY 26/27 PARC Tax revenues to Recipient; and

WHEREAS, the purpose of this Agreement is to establish the terms for Recipient’s receipt and use of FY 26/27 PARC Tax revenues.

NOW, THEREFORE, in consideration of the mutual covenants of the parties as hereinafter set forth, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the City and Recipient mutually agree as follows:

Attachment: PARC Tax agreement - TEMPLATE (FY2026/2027 PARC Tax Allocations)

- 1. **Term.** The term of this Agreement shall extend through June 30, 2027 (the “Term”). Either party may enforce its rights under this Agreement after the expiration of the Term and/or after termination of the Agreement.
- 2. **PARC Tax Revenues.** The City agrees to distribute to Recipient \_\_\_\_\_ of the FY 26/27 PARC Tax revenues (the “Funds”) as set forth herein.

2.1. **Payment Time.** The City shall distribute the Funds to Recipient in quarterly distributions as set forth herein.

2.1.1. The first quarterly distribution shall occur within thirty (30) days of the date that both parties sign this Agreement and the City’s receipt of the PARC Funding Disbursement Request attached hereto as Exhibit B submitted by Recipient.

2.1.2. Future quarterly distributions shall occur within thirty (30) days of the Recipients submittal and the City’s Administrative approval of the PARC Funding Disbursement Request for each quarter, but shall be no sooner than the following for each quarter:

QUARTER	EARLIEST SUBMITTAL	EARLIEST DISTRIBUTION
Q2	September 15, 2026	October 1, 2026
Q3	December 15, 2026	January 1, 2027
Q4	March 15, 2027	April 1, 2027

2.1.3. No Funds shall be distributed unless and until the reporting requirements set forth in Section 5.1 have been satisfied.

2.2. **Interest on Funds.** Recipient agrees that any interest or dividends earned on the Funds received by recipient will be treated as part of Recipient’s grant and will be used in the same manner that Funds may be used pursuant to this Agreement. Interest or dividends earned on Funds not distributed to a Recipient shall be retained by City for future distribution.

2.3. **No Transfer or Assignment.** Recipient acknowledges that it shall not transfer or assign the Funds to another entity, but shall use them for the purposes set forth in this Agreement.

2.4. **Future Years.** Recipient acknowledges that future years’ PARC Tax revenues will be awarded based on merit and availability of funds. Receipt of PARC Tax Funds for FY 26/27 does not guarantee PARC Tax funding for Recipient in future years.

2.5. **Compliance with Agreement.** Recipient agrees to comply with all requirements of this Agreement.

## TEMPLATE

3. **Use of PARC Tax Revenues.** Recipient acknowledges that the use of PARC Tax revenues is regulated by State law, City ordinance, and the City’s policies and procedures. Recipient agrees to the following regarding Recipient’s status and the use of the Funds:
- 3.1. **Recipient Status.** Recipient makes the following certifications regarding its status and agrees to maintain such status for the entire Term.
- 3.1.1. **Status as Cultural Organization.** Recipient certifies that it is a private nonprofit organization having as its primary purpose the advancement and preservation of (i) natural history, (ii) art, (iii) music, (iv) theater, (v) dance, or (vi) cultural arts, including literature, a motion picture, or storytelling, and that it will maintain such status for the entire Term. Recipient certifies that it is *not* (a) an agency of the state, (b) a political subdivision of the state, (c) an educational institution whose annual revenues are derived more than 50% from state funds, or (d) a radio or television broadcasting network or station, cable communications system, newspaper or magazine.
- 3.1.2. **Status as an American Fork Entity.** Recipient certifies that it has a significant presence in the City of American Fork, that it manages and presents in the City of American Fork, and that it will maintain such status for the entire Term.
- 3.1.3. **Status as Non-profit.** Recipient certifies that it is a private non-profit entity, and that it will retain such status for the entire Term. For purposes of this Agreement, “non-profit” shall mean an organization or corporation that is not organized, created, operated or maintained to generate a profit or distribute income to its members, directors, or officers.
- 3.2. **Use of Funds.** Recipient agrees to the following regarding its use of the Funds:
- 3.2.1. **Allowed Use of Funds.** Recipient agrees to use the Funds for the specific purposes, programs and activities set forth on Exhibit “A”, which is attached hereto and incorporated herein by reference. No other uses of the Funds are allowed, unless the Recipient receives prior written approval from the City. Recipient shall use the Funds during the Term.
- 3.2.2. **General Legal Requirements for Use of Funds.** Recipient acknowledges that State law, City ordinance, and City policies govern the use of PARC Tax revenues. Without expanding Recipient’s allowed uses of the Funds set forth in Section 3.2.1, Recipient agrees that it will comply with the following general requirements regarding the use of the Funds:
- 3.2.2.1. **Qualifying Expenditures.** Recipient agrees that the Funds will be used to help defray Recipient’s operating expenses during the Term.
- 3.2.2.2. **Non-qualifying Expenditures.** Recipient agrees that none of the Funds shall be used for any of the following purposes:

- 3.2.2.2.1. **Capital Construction Costs.** Capital construction expenses, including capital acquisition, improvements to real property or depreciation of real property;
  - 3.2.2.2.2. **Endowment.** Payments into an endowment corpus;
  - 3.2.2.2.3. **Non-American Fork.** Expenditures for programs conducted outside of the City of American Fork;
  - 3.2.2.2.4. **Non-Public.** Activities not available to the general public;
  - 3.2.2.2.5. **Fundraising.** Fundraising expenses related to capital or endowment campaigns;
  - 3.2.2.2.6. **Loan Payments.** Repayments of loans and/or interest thereon;
  - 3.2.2.2.7. **Lobbying.** Expenditures for direct political lobbying on any level;
  - 3.2.2.2.8. **Grants.** Grants, meaning the distribution of funds to outside groups, institutions, organizations or other units;
  - 3.2.2.2.9. **Bad Debt.** Bad debt expense;
  - 3.2.2.2.10 **Tax Penalties.** Any type of tax penalty;
  - 3.2.2.2.11 **Unrelated Business Income Tax.** Any activities that would be subject to the federal unrelated business income tax;
  - 3.2.2.2.12 **Other Expenses.** Other expenses not related to Recipient’s primary cultural purpose and any expenses not listed on Exhibit “A” unless approved by the City in writing.
- 3.2.3. **Ethics Act.** Recipient agrees that no Funds or proceeds from the Funds shall be made available to any employee, elected official or appointed officer of the City, and that the Funds will not be used in violation of the Municipal Officers’ and Employees’ Ethics Act (U.C.A. §10-3-1301, et. seq.).
4. **Credit to PARC Program.** To help American Fork residents recognize how PARC Tax revenues are being spent, Recipient agrees to provide credit to the PARC Program as follows:
- 4.1. **PARC Logo.** Recipient shall use its best efforts to utilize and incorporate the PARC logo in a size and manner that is easily identified on all brochures, Playbills, billboard advertisement, event and project signage, or other public relations materials.
  - 4.2. **Size of PARC Logo.** Recipient will use its best efforts to utilize the PARC logo in a size and manner that is easily identified.

## TEMPLATE

- 4.3. **Copy of Programs to City.** The Recipient shall provide the City with a copy of all programs and other printed materials in which the Recipient acknowledges the use of PARC Tax funding. Recipient shall provide the programs and other printed materials to the City with the written reports described in Section 5.1.
- 4.4. **Copy of Press Releases to City.** The Recipient shall provide the City with a copy of all press releases and other public relations materials in which Recipient acknowledges the use of PARC Tax funding. Recipient shall provide the press releases and other public relations materials to the City with the written reports described in Section 5.1.
5. **Reporting/Audit Requirements.**
- 5.1. **Quarterly Reports.** Recipient shall submit to the City a quarterly summary detailing how it has expended the funds received in the prior quarter, or, if all monies have not been spent, how it intends to expend the Funds during the forthcoming quarter. Said reports shall be provided prior to each quarterly distribution. Additionally, Recipient shall comply with any requested audit consistent with Section 5.2.
- 5.2. **Right to Audit.** The City reserves the right to require the Recipient to submit to an informal or formal audit by the City or an auditor designated by the City. The Recipient shall provide access to all of its records related directly or indirectly to the funds received pursuant to this Agreement. Recipient shall retain all records pertaining to this Agreement and upon request make them available to the City for five (5) calendar years following the expiration of this Agreement. If an audit inspection or examination pursuant to this section discloses a use of funds in violation of the terms of this Agreement, Recipient shall reimburse to the City said funds and pay the reasonable, actual costs related to the audit.
- 5.3. **Annual Written Reports.** Recipient shall submit to the City a written report (the “Written Report”) detailing how it has expended Funds including submission of receipts supporting the detailed expenditures. Or, if all monies have not been spent prior to May 1, 2024, how it intends to expend the Funds during the Term. The Recipient shall submit the Written Report on or before May 15, 2024. Further, Recipient agrees to appear and provide supplemental reporting to City Council, including financial documents, at any time upon request of City Council.
- 5.4. **Effect on Future Funding.** Recipient acknowledges that future PARC funding may be withheld from Recipient due to inadequate, incomplete, or non-submitted reports.
- 5.5. **Presentation to City Council.** If requested by the City Council, Recipient agrees to make a presentation to the City Council regarding how Recipient used the Funds and how American Fork residents benefitted from Recipient’s use of the Funds.
- 5.6. **Records.** The Recipient agrees to keep and maintain detailed and accurate records of its use of all Funds that it receives pursuant to this Agreement and its compliance

with the requirements of this Agreement. Recipient further agrees to retain such records and to make them available for review by the City or the City's representatives as the City may request. Recipient shall provide the City with copies of any records regarding Recipient's use of the Funds and Recipient's compliance with this Agreement, if requested by the City. Recipient shall maintain all records related to its use of the Funds and its compliance with this Agreement for at least five (5) years from the end of the Term. To the extent that any of the records become records of the City, Recipient acknowledges that the records will be subject to the requirements of the Utah Government Records Access and Management Act (GRAMA). If the records reveal that Recipient is in violation of this Agreement, the City may make such use and disclosure of the records as necessary to protect its rights under this Agreement and to protect the public's interest in the proper expenditure of public funds.

6. **Termination of Agreement.** Either party may terminate this Agreement based on the other party's failure to perform the terms of the Agreement. (Recipient may terminate for non-payment by the City and the City may terminate for Recipient's failure to comply with any of the requirements of this Agreement.) Termination shall occur as follows:
  - 6.1. **Written Notice.** The terminating party shall give the other party written notice of its intent to terminate and of the grounds for the termination (the "Notice of Default"). The terminating party shall deliver the Notice of Default by United States mail, postage prepaid and registered or certified with return receipt requested, or by delivery by a nationally recognized over-night delivery service.
  - 6.2. **Cure.** Following receipt of the Notice of Default, the noticed party shall have thirty (30) days to cure the default described in the Notice of Default. If the noticed party cures the default to the satisfaction of the terminating party, then the parties shall continue performing under this Agreement.
  - 6.3. **Termination.** If the noticed party fails to cure the default as described in paragraph 6.2, then the terminating party may, without prejudice to any other rights or remedies of that party, terminate this Agreement.
  - 6.4. **Unspent Funds.** If the City terminates this Agreement based on Recipient's failure to comply with any of the terms of the Agreement, Recipient shall immediately deliver to the City any unused or unspent Funds, including interest or dividends earned on the Funds. Recipient shall also, if applicable, return expended funds to the City pursuant to Section 7 of this Agreement.
7. **Return of Funds.** At the conclusion of the Term, Recipient shall return to the City (1) the dollar amount of any Funds not used as required by this Agreement, (2) the dollar amount of any Funds used contrary to the requirements of this Agreement, and (3) the dollar amount of any Funds expended after Recipient failed to meet any of the Recipient Status requirements listed in Section 3 of this Agreement. If Recipient is required to return Funds to the City, the Recipient shall also return to the City any interest or dividends earned on the Funds. The

## TEMPLATE

City may request a return of Funds at any time, including after expiration of the Term or termination of the Agreement. The City's right to a return of Funds is in addition to other rights and remedies that may be available to the City under law, equity, or this Agreement.

8. **Indemnification.** The Recipient shall indemnify and hold the City and its officers, officials, employees, agents and volunteers harmless from and against all claims, damages, losses and expenses (including attorney's fees), arising out of or resulting from the Recipient's acts or failures to act in performing this Agreement. The Recipient shall not be liable for the City's own negligent acts.

9. **General Provisions.**

- 9.1. **Lawful Agreement.** The parties represent that they have lawfully entered into this Agreement, having complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to their operation.
- 9.2. **Entire Agreement.** This Agreement represents the entire agreement of the parties and supersedes and replaces all prior understandings and agreements of the parties, whether written or oral, related to the use of City funds or PARC tax revenues to support Recipient's operations or activities.
- 9.3. **Utah Law.** This Agreement shall be interpreted pursuant to Utah law.
- 9.4. **Time of Essence.** Time shall be of the essence of this Agreement.
- 9.5. **Attorney's Fees.** If any party retains, uses or consults an attorney because of the default, breach or failure to perform of any other party to the Agreement, or to enforce or defend its rights under this Agreement, then the non-breaching or non-defaulting party shall be entitled to a reasonable attorney's fee, whether or not the matter is actually litigated.
- 9.6. **Interpretation of Agreement.** Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include any other and all genders. The paragraph and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.
- 9.7. **No Presumption.** All parties have participated in preparing this Agreement. Therefore, the parties stipulate that any Court interpreting or construing the Agreement shall not apply the rule of construction that the Agreement should be more strictly construed against the drafting party.
- 9.8. **Amendments.** This Agreement may be modified or amended by written agreement only. No oral modifications or amendments shall be effective.
- 9.9. **No Assignment.** No party shall pledge or assign this Agreement without the prior written consent of the other party.

9.10. **Binding Agreement.** This Agreement shall be binding on the heirs, successors, administrators and assigns of each of the parties.

9.11. **Separate Entities.** The parties acknowledge that the City and Recipient are independent entities. Recipient does not represent the City or have authority to act on behalf of the City. Neither party shall hold itself out as a representative or agent of the other.

SIGNED and ENTERED INTO this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

CITY OF AMERICAN FORK

\_\_\_\_\_  
By: David Bunker, City Administrator

ATTEST:

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

RECIPIENT ENTITY

\_\_\_\_\_  
By:  
Its:

STATE OF UTAH    )  
                          :SS  
COUNTY OF UTAH )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_.

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

(Seal)  
My commission expires: \_\_\_\_\_  
Residing at: \_\_\_\_\_

**TEMPLATE**  
**EXHIBIT A**

Recipient Entity

<b>PURPOSE</b>	<b>FUNDS AWARDED</b>

Attachment: PARC Tax agreement - TEMPLATE (FY2026/2027 PARC Tax Allocations)



**REQUEST FOR COUNCIL ACTION  
CITY OF AMERICAN FORK  
JUNE 9, 2026**

Department Public Works Director Approval Sam Kelly

**AGENDA ITEM** Review and action on an ordinance approving the vacation of a portion of the public utility easement for property at 1032 East 1060 North, located within the Autumn Crest subdivision.

**SUMMARY RECOMMENDATION**

Staff recommends approval of a Vacation of an Easement at 1032 East 1060 North, American Fork, Utah, 84003.

**BACKGROUND**

The applicant, Nick Thomson, is requesting a partial vacation of a Public Utility Easement located at 1032 East 1060 North, American Fork, Utah, 84003.

**BUDGET IMPACT**

N/A

**SUGGESTED MOTION**

Move to adopt the ordinance approving the vacation of a portion of the public utility easement at 1032 East 1060 North, American Fork, UT, 84003.

**SUPPORTING DOCUMENTS**

Ordinance\_THOMSON PUE VACATION (1032 East 1060 North)(DOCX)

Ordinance with Exhibits\_THOMSON PUE VACATION (1032 East 1060 North) (PDF)

Utility Company Signatures\_THOMSON PUE VACATION (1032 East 1060 North) (PDF)

Legal Description\_THOMSON PUE VACATION (1032 East 1060 North)(PDF)

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

**AN ORDINANCE VACATING A PORTION OF A PUBLIC UTILITY EASEMENT AT  
1032 EAST 1060 NORTH, AMERICAN FORK, UTAH**

**WHEREAS**, the City of American Fork has received a request to vacate a portion of the public utility easement at 1032 East 1060 North; and

**WHEREAS**, Utah Code § 10-20-813 of Utah Code Annotated, 1953, as amended provides in part that the City Council may approve a petition to vacate a public utility easement in accordance with the requirements of Utah Code Section 10-20-813; and

**WHEREAS**, City staff has reviewed the request to vacate a portion of the public utility easement and has determined the vacation of the easement is not in conflict with current American Fork Municipal Code or applicable state law; and

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

**WHEREAS**, the City gave advance public notice of its intent to vacate a portion of said easement as required by state law and then held a public hearing on June 9, 2026, regarding such intent and carefully considered the comments of the public thereof.

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

**Section 1:** Vacation of a portion of a public utility easement at 1032 East 1060 North, American Fork, Utah

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

A portion of Lot 22, Autumn Crest, Phase 1, Plat "B", according to the Official Plat thereof as recorded in the Office of the Utah County Recorder, State of Utah, being described as:

Beginning at a point that is South 00°00'07" West along the section line 375.85 feet and East 716.60 feet from the West Quarter corner of Section 7, Township 5 South, Range 2 East, Salt Lake base and Meridian;

Running thence South 89°52'53" West 99.68 feet; thence North 00°13'33" West 5 feet to the point of beginning.

**Section 2: SEVERABILITY**

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

**Section 3: EFFECTIVE DATE**

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

**PASSED AND ADOPTED** by the City Council of American Fork City this \_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

Bradley J. Frost, Mayor

ATTEST:

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

Attachment: Ordinance\_THOMSON PUE VACATION (1032 East 1060 North) (PUE Vacation - Thomson (1032 East 1060 North))

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

**AN ORDINANCE VACATING A PORTION OF A PUBLIC UTILITY EASEMENT AT  
1032 EAST 1060 NORTH, AMERICAN FORK, UTAH**

**WHEREAS**, the City of American Fork has received a request to vacate a portion of the public utility easement at 1032 East 1060 North; and

**WHEREAS**, Utah Code § 10-20-813 of Utah Code Annotated, 1953, as amended provides in part that the City Council may approve a petition to vacate a public utility easement in accordance with the requirements of Utah Code Section 10-20-813; and

**WHEREAS**, City staff has reviewed the request to vacate a portion of the public utility easement and has determined the vacation of the easement is not in conflict with current American Fork Municipal Code or applicable state law; and

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

**WHEREAS**, the City gave advance public notice of its intent to vacate a portion of said easement as required by state law and then held a public hearing on June 9, 2026, regarding such intent and carefully considered the comments of the public thereof.

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

**Section 1:** Vacation of a portion of a public utility easement at 1032 East 1060 North, American Fork, Utah

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

A portion of Lot 22, Autumn Crest, Phase 1, Plat "B", according to the Official Plat thereof as recorded in the Office of the Utah County Recorder, State of Utah, being described as:

Beginning at a point that is South 00°00'07" West along the section line 375.85 feet and East 716.60 feet from the West Quarter corner of Section 7, Township 5 South, Range 2 East, Salt Lake base and Meridian;  
Running thence South 89°52'53" West 99.68 feet; thence North 00°13'33" West 5 feet to the point of beginning.

**Section 2: SEVERABILITY**

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

**Section 3: EFFECTIVE DATE**

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

**PASSED AND ADOPTED** by the City Council of American Fork City this \_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

Bradley J. Frost, Mayor

ATTEST:

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

Attachment: Ordinance with Exhibits\_THOMSON PUE VACATION (1032 East 1060 North) (PUE Vacation - Thomson (1032 East 1060 North))

# Exhibit A

5.3.b

A portion of Lot 22, Autumn Crest, Phase 1, Plat "B", according to the Official Plat thereof as recorded in the Office of the Utah County Recorder, State of Utah, being described as:

Beginning at a point that is South 00° 00' 07" West along the section line 375.85 feet and East 716.60 feet from the West Quarter corner of Section 7, Township 5 South, Range 2 East, Salt Lake base and Meridian;

Running thence South 89° 52' 53" East 99.68 feet; thence South 00° 13' 33" East 5 feet; thence North 89° 52' 53" West 99.68 feet; thence North 00° 13' 33" West 5 feet to the point of beginning.

Attachment: Ordinance with Exhibits\_THOMSON PUE VACATION (1032 East 1060 North) (PUE Vacation - Thomson (1032 East 1060 North))

# Exhibit A

"Pool and any related structures shall not encroach on 5ft public utility easement, including footings, coping, etc."

## LEGEND:

- LOT LINE
- - - FLOW LINE
- BUILDING SETBACK
- - - EASEMENT
- XXX- EXISTING CONTOURS
- SLOPE DIRECTION

- GFE = GARAGE FLOOR ELEVATION @ DOOR
- TOW = TOP OF WALL ELEVATION (PROPOSED)
- EG = EXISTING GRADE
- GB = GRADE BREAK
- FG = FINISH GRADE
- TBC = TOP BACK OF CURB
- ⊕ = SEWER LATERAL
- ⊕ = WATER LATERAL
- ⊕ = FIRE HYDRANT
- ⊕ = IRRIGATION
- ☐ = STORM DRAIN CATCH BASIN
- ☀ = STREET LIGHT

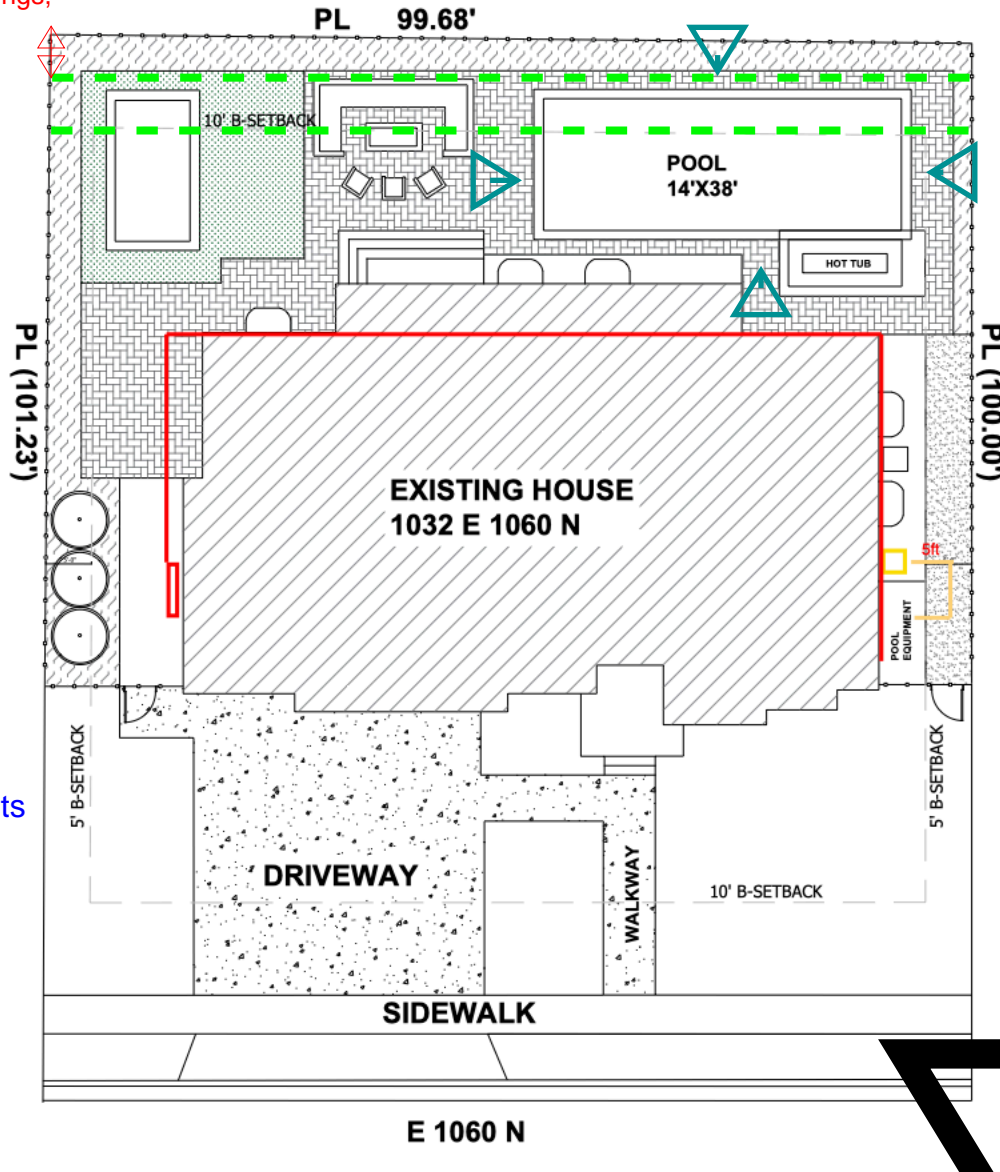
- Gas Line
- ☐ Gas Meeter
- 150 foot and 100 amp cable for 220
- ☐ Breaker Box
- Vacate Area
- Water Flow

American Fork City  
 Development Review Committee

---

Engineering Division  
 Reviewed  
 rburkhill 05/13/2026

No comments



**SITE PLAN**

SCALE: 1"=20'-0"

5.3.b

PROJECT INFORMATION:  
  
 PROJECT TITLE:  
**SITE PLAN**  
 1032 E 1060 N, American Fork,  
 Utah Exhibits THOMSON PUE VACATION (1032 East 1060 North) (PUE)

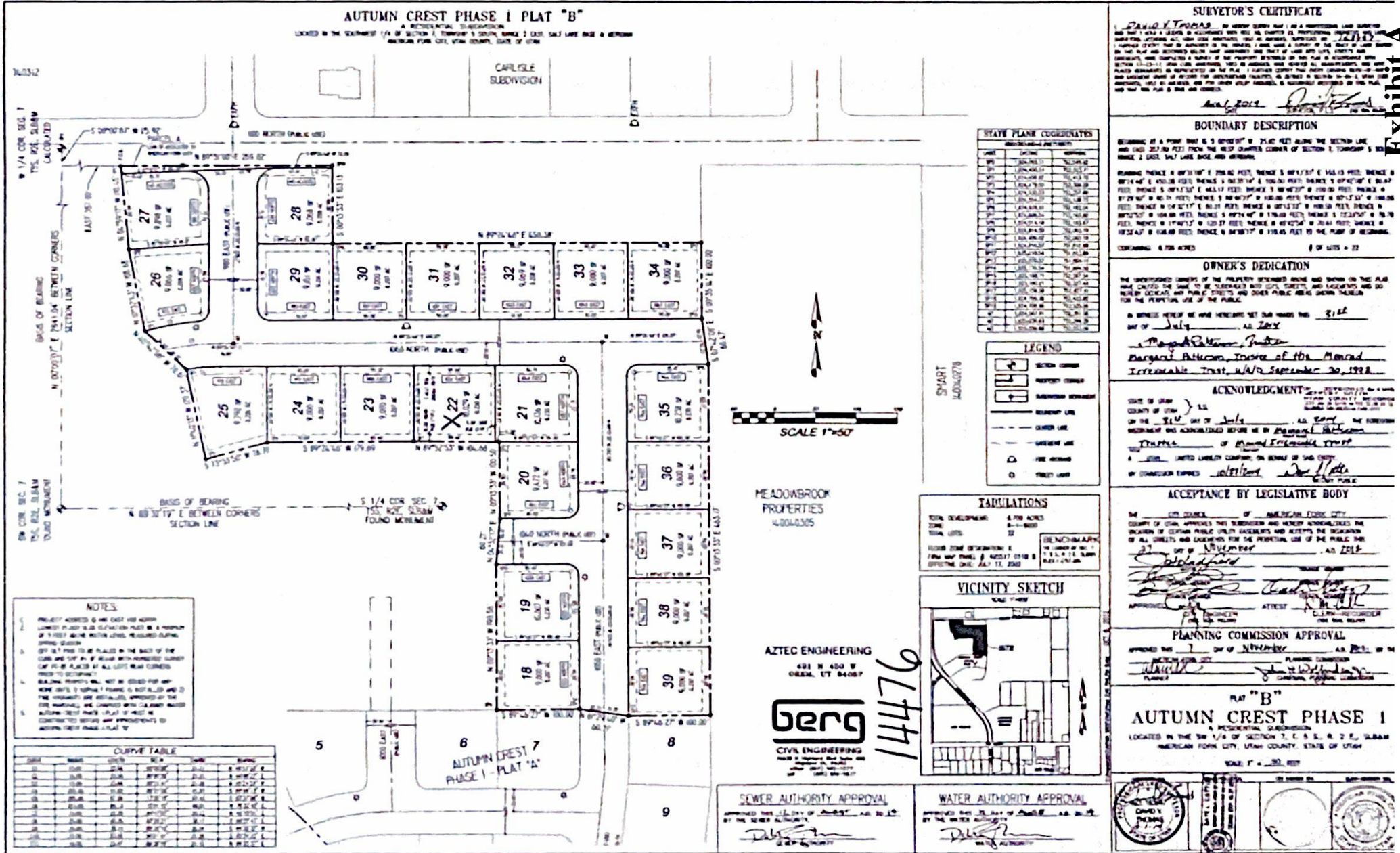
PROFESSIONAL SEAL:



REVISIONS:

NO.	DATE	DESCRIPTION

SITE PLAN



Attachment: Ordinance with Exhibits THOMSON PUE VACATION (1032 East 1060 North) (PUE Exhibit A)



**AMERICAN  
FORK**  
1.8 63

**AMERICAN FORK CITY**

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

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

**Submittal Type:**                     Commercial             Residential

Development Name:                    Nick Thompson's Pool

Development Address:                    1032 E 1060 N American Fork, UT 84003

Developer Name/Contact:                    David Trujillo

Developer Business Address:                    1145 S 800 E Orem, UT 84097

Developer Phone:                    \_\_\_\_\_

Developer Email:                    support@havenhomesdesignbuild.com

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

**AFCONNECT**

Name:                    Kyle Peterson                    Title: Area Lead

Signature:                    [Signature]                    Date: 2/19/26

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

**LUMEN (CENTURY LINK)**

Name:                    \_\_\_\_\_                    Title: \_\_\_\_\_

Signature:                    \_\_\_\_\_                    Date: \_\_\_\_\_

Suggested Contact: Marcy Keller | 385-295-9272 | marcy.keller@lumen.com  
Alt.: David Sloan | 385-315-6586 | david.sloan2@lumen.com

**COMCAST (XFINITY)**

Name:                    \_\_\_\_\_                    Title: \_\_\_\_\_

Signature:                    \_\_\_\_\_                    Date: \_\_\_\_\_

Suggested Contact: Elysia Valdez | 801-201-0177 | JointTrench\_Utah@comcast.com

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

Name:                    \_\_\_\_\_                    Title: \_\_\_\_\_

Signature:                    \_\_\_\_\_                    Date: \_\_\_\_\_

Suggested Contact: Jason Prestwich | 385-208-0442 | jason.prestwich@dominionenergy.com  
Alt.: Pauline Caraveo | 801-324-3437 | pauline.caraveo@dominionenergy.com

**ROCKY MOUNTAIN POWER**

Name:                    \_\_\_\_\_                    Title: \_\_\_\_\_

Signature:                    \_\_\_\_\_                    Date: \_\_\_\_\_

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

Attachment: Utility Company Signatures\_THOMSON PUE VACATION (1032 East 1060 North) (PUE Vacation - Thomson (1032 East 1060 North))



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

**Submittal Type:**       Commercial       Residential

Development Name:      Nick Thompson's Pool

Development Address:      1032 E 1060 N American Fork, UT 84

Developer Name/Contact:      David Trujillo

Developer Business Address:      1145 S 800 E Orem, UT 84097

Developer Phone:      \_\_\_\_\_

Developer Email:      support@havenhomesdesignbuild.co

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

**AFCONNECT**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

**CENTURY LINK (OWEST)**

Name: DAVID SLOAN Title: SR ENGINEER

Signature: DAVID SLOAN Date: 9/3/2025

Suggested Contact: Korby Whiting, 385-208-6724, korby.whiting@lumen.com

**COMCAST CABLE TELEVISION**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Suggested Contact: Elysia Valdez, 801-201-0177, JointTrench\_Utah@comcast.com

**DOMINION ENERGY**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Suggested Contact: Jeremy Litteral, 385-315-8599, jeremy.d.litteral@dominionenergy.com

**ROCKY MOUNTAIN POWER**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

Attachment: Utility Company Signatures\_THOMSON PUE VACATION (1032 East 1060 North) (PUE



Date: 9/3/2025

RE:  
1032 E 1060 N,  
American Fork, UT 84003

To Whom It May Concern,

As you requested, Lumen hereby consents to Lauren Hales, an encroachment of the existing MTN STATES TELEPHONE & TELEGRAPH CO ROW ESMT, on the south side of the property at 1032 E 1060 N, American Fork, UT 84003, for the placement of a swimming pool.

However, this consent does not waive or relinquish any rights necessary to the operation, maintenance, renewal, construction, repair, or removal of Lumen lines, conduit, or other communication facilities, which are or may be located on said easement. Also, all clearances must be maintained from Lumen lines.

It has been determined that there are no existing Lumen cables in this existing easement.

As consideration for Lumen granting you permission to encroach upon said easement, it will be necessary for you to hold Lumen harmless from any and all claims for personal injuries or damage to property when such injuries or damages, directly or indirectly, arise out of the existence, construction, installation, maintenance, condition, use or presence of your structures upon said easement. Lumen shall not be responsible for any damage to structures or property located on said easement.

Sincerely,

A handwritten signature in black ink that reads "DAVID SLOAN". The letters are in all caps and have a casual, slightly slanted appearance.

David Sloan  
385-315-6586  
david.sloan2@lumen.com  
Sr Network Implementation Engineer  
Lumen



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

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

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Developer Name/Contact:            David Trujillo

Developer Business Address:            1145 S 800 E Orem, UT 84097

Developer Phone:            \_\_\_\_\_

Developer Email:            support@havenhomesdesignbuild.com

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**AFCONNECT**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

**LUMEN (CENTURY LINK)**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Suggested Contact: Marcy Keller | 385-295-9272 | marcy.keller@lumen.com  
Alt.: David Sloan | 385-315-6586 | david.sloan2@lumen.com

**COMCAST (XFINITY)**

Name: Elysia Title: NPM

Signature: Valdez Elysia Valdez Date: 2/12/26

Suggested Contact: Elysia Valdez | 801-201-0177 | JointTrench\_Utah@comcast.com

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

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Suggested Contact: Jason Prestwich | 385-208-0442 | jason.prestwich@dominionenergy.com  
Alt.: Pauline Caraveo | 801-324-3437 | pauline.caraveo@dominionenergy.com

**ROCKY MOUNTAIN POWER**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

Attachment: Utility Company Signatures\_THOMSON PUE VACATION (1032 East 1060 North) (PUE Vacation - Thomson (1032 East 1060 North))

Space above for County Recorder's use  
PARCEL I.D.# 34:550:0022

**DISCLAIMER OF UTILITY EASEMENT**

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

All public utility easements, excepting the easement(s) or portion of easement(s) running adjacent and parallel to the street(s), located within Lot 22, Autumn Crest Phase 1 Subdivision, located in the Southwest quarter of Section 7, Township 5 South, Range 2 East, Salt Lake Base and Meridian, Utah County, Utah; said Subdivision recorded in the Office of the County Recorder for Utah County, Utah.

IN WITNESS WHEREOF, this disclaimer and release of any right, title or interest has been duly executed on March 10, 2026.

QUESTAR GAS COMPANY  
Dba Enbridge Gas Utah

By: Alex Howard  
Authorized Representative

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

On March 10, 2026, personally appeared before me Alex Howard, who, being duly sworn, did say that (s)he is an Authorized Representative for QUESTAR GAS COMPANY dba Enbridge Gas Utah, and that the foregoing instrument was signed on behalf of said corporation pursuant to a Delegation of Authority.

Megan Robinson  
Notary Public



Attachment: Utility Company Signatures\_THOMSON PUE VACATION (1032 East 1060 North) (PUE Vacation - Thomson (1032 East 1060 North))



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

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Developer Business Address:            1145 S 800 E Orem, UT 84097

Developer Phone:            \_\_\_\_\_

Developer Email:            support@havenhomesdesignbuild.com

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**AFCONNECT**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

**LUMEN (CENTURY LINK)**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Suggested Contact: Marcy Keller | 385-295-9272 | marcy.keller@lumen.com  
Alt.: David Sloan | 385-315-6586 | david.sloan2@lumen.com

**COMCAST (XFINITY)**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Suggested Contact: Elysia Valdez | 801-201-0177 | JointTrench\_Utah@comcast.com

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

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Suggested Contact: Jason Prestwich | 385-208-0442 | jason.prestwich@dominionenergy.com  
Alt.: Pauline Caraveo | 801-324-3437 | pauline.caraveo@dominionenergy.com

**ROCKY MOUNTAIN POWER**

Name: Teria Walker Title: Estimator

Signature: Teria Walker Date: 2/14/2016

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

Attachment: Utility Company Signatures\_THOMSON PUE VACATION (1032 East 1060 North) (PUE Vacation - Thomson (1032 East 1060 North))

A portion of Lot 22, Autumn Crest, Phase 1, Plat "B", according to the Official Plat thereof as recorded in the Office of the Utah County Recorder, State of Utah, being described as:

Beginning at a point that is South 00° 00' 07" West along the section line 375.85 feet and East 716.60 feet from the West Quarter corner of Section 7, Township 5 South, Range 2 East, Salt Lake base and Meridian;

Running thence South 89° 52' 53" East 99.68 feet; thence South 00° 13' 33" East 5 feet; thence North 89° 52' 53" West 99.68 feet; thence North 00° 13' 33" West 5 feet to the point of beginning.



**REQUEST FOR COUNCIL ACTION  
CITY OF AMERICAN FORK  
JUNE 9, 2026**

Department Planning Director Approval Patrick O'Brien

**AGENDA ITEM** Review and action for an approval of a Reimbursement Agreement for OZ AF East, LLC for the High Pointe Apartments Public Right of Way Improvements.

**SUMMARY RECOMMENDATION** OZ AF East, LLC proposes a Reimbursement Agreement for public right of way improvements for the recently approved High Pointe Apartments development for Parcel 13:059:0117 which consists of approximately 3.46 acres.

**BACKGROUND** The Development Review Committee approved the High Pointe Apartments Final Plat development at the March 9, 2026 regular session meeting. OZ AF East, LLC has been working closely with the City's Public Works Department on a plan for the public right of way improvements at the required minimum size as required in City codes and standards.

A Reimbursement Agreement was drafted by the developer and reviewed by the City Engineering division. The agreement outlines the parameters for some of the asphalt roads within High Pointe Apartments Public Right of Way Improvements.

The System Improvement will be reimbursed with Road Impact Fees that add up to \$27,322.50 for the Road Improvements as outlined in the agreement.

**BUDGET IMPACT** An amount no greater than \$27,322.50 for the following System Improvements to include the Westbound right-turn deceleration lane on 620 South and the 10' width of asphalt along 740 East, which is referred to as System Improvements.

**SUGGESTED MOTION** Move to approve the Reimbursement Agreement with OZ AF East, LLC for System Improvements for an amount no greater than \$27,322.50 for High Pointe Apartments Public Right of Way Improvements.

**SUPPORTING DOCUMENTS**

20260316\_REIMBURSEMENT\_High Pointe Apartments\_RBurkhill\_FinalApproved\_050426  
(PDF)

## REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("*Agreement*") is entered into as of this \_\_\_\_ day of March, 2026, by and between OZ AF EAST, LLC ("*Developer*") with its principal offices located at 11650 South State Street, Suite 300, Draper, Utah 84020 and American Fork City, a municipal corporation and political subdivision of the State of Utah with its principal offices located at 51 East Main Street, American Fork, Utah 84003 ("*City*").

### RECITALS

WHEREAS, Developer owns and/or will develop certain parcels of property located in American Fork, Utah County, Utah, specifically Parcel 13:059:0117 which consists of approximately 3.46 acres and is further described in Exhibit A attached hereto (the "*Property*").

WHEREAS, the parties have learned that there are certain mutually beneficial, cooperative and cost-cutting ways their respective properties can assist in the development of the other;

WHEREAS, pursuant to Section 13.80.030 of the American Fork Code of Ordinances and in compliance with Section 11-36a-402 of the Utah Code Annotated, the parties desire to provide for certain "system improvements," as that term defined in Section 11-36a-102 of the Utah Code Annotated, in conjunction with the development of the Property by Developer;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Developer hereby agree as follows:

### AGREEMENT

- 1. Road.** Developer is proposing to construct asphalt roads necessary for its development. The City seeks to have some of the asphalt roads within High Pointe Apartments Public Right of Way Improvements constructed wider than is necessary for the development to accommodate additional off-site uses. Each upsized asphalt road is a system improvement. The construction of the road beyond that necessary for the development is reimbursable to the Developer. The additional square footage, associated materials and costs are set forth, and agreed to as shown, in the attached Exhibit B.
- 2. System Improvements Reimbursement.** The public improvements described above are each a System Improvement and collectively the "System Improvements." The City agrees to reimburse Developer for the System Improvements in an amount equal to the actual costs of the System Improvements, not to exceed the amounts set forth in Exhibit B.
- 3. Time of Reimbursement.** The City shall provide to Developer a single reimbursement payment within thirty days of completion of all system improvements for the Project.

Completion shall mean completion of construction, inspection and acceptance by the City Council.

4. **Choice of Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Utah.
5. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior understandings, written or oral, regarding the subject matter hereof.
6. **Modification.** This Agreement may only be modified or altered by a writing signed by both parties.
7. **Attorney Fees.** In the event either party seeks to enforce the terms hereof in a lawsuit or other proceeding, the prevailing party shall be entitled to an award of the costs incurred, including reasonable attorney fees.
8. **Execution.** This Agreement may be executed in multiple original counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same Agreement.
9. **Severability.** The provisions of this Agreement shall be deemed to be severable, and if any provision of this Agreement is determined to be invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect or limit the validity or unenforceability of the remaining provisions hereof.
10. **Third-Party Beneficiary Interests.** Nothing contained in this Agreement is intended to benefit any person or entity other than the parties to this Agreement and/or their respective successors and assigns; and no representation or warranty is intended for the benefit of, or to be relied upon by, any person or entity which is not a party to this Agreement and/or their respective successors and assigns.
11. **Binding Effect.** This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns.

WHEREFORE, the parties have executed the foregoing to be effective on the date appearing above.

DEVELOPER

AMERICAN FORK CITY

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Bradley J. Frost  
Mayor, American Fork City

ATTEST:

\_\_\_\_\_  
City Recorder

Approved as to form:

Approved as to content:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Engineer

EXHIBIT A  
Parcel Legal Description

A portion of the SE1/4 of Section 24, Township 5 South, Range 1 East, Salt Lake Base & Meridian, located in American Fork, Utah, more particularly described as follows:

Beginning at a point on the easterly line of Lot 6, WASATCH-SAVAGE Subdivision, according to the Official Plat thereof on file in the Office of the Utah County Recorder, located N89°35'45"W along the Section line 2,145.38 feet (record: 2,142.92 feet) and North 1,011.32 feet (record: 1,011.47 feet) from the Southeast Corner of Section 24, T5S, R1E, S.L.B.& M.; thence S89°26'08"E 454.08 feet (record: S89°25'53"E 451.62 feet) along the extension of, and along the south line of EASTON PARK Subdivision, Phase 2, according to the Official Plat thereof on file in the Office of the Utah County Recorder, to the westerly right-of-way line of 740 East as defined and described as part of the VEST ROAD DEDICATION, according to the Official Plat thereof on file in the Office of the Utah County Recorder; thence S0°34'07"W along said right-of-way line 334.10 feet to the northerly line of 620 South as defined and described by said Plat; thence N88°56'00"W along said right-of-way and the extension thereof 453.97 feet; thence N0°32'49"E along the extension of, and along the east line of said WASATCH-SAVAGE Subdivision 330.12 feet to the point of beginning.

Creates 1 lot and contains: 3.46+/- acres

EXHIBIT "B"Description of Improvements and estimated cost (bid schedule)

Owner/Developer is required to construct the horizontal improvements as approved by American Fork City on or about March 9th, 2026. The bid schedule is derived from market rate improvement cost as provided by the owner/developers selected contractor. The reimbursable improvements were extracted from the approved plan set dated February 23rd, 2026. The first section that is reimbursable is the Westbound right-turn deceleration lane. Second is 10 ft width of asphalt along 740 East. These cost have been provided in the schedule provided below which highlights the anticipated cost for this service.

Name of Development: High Pointe Apartments	Improvements				City Minimum			Reimbursement
Description of Item	Quantity	Unit	Unit Price	Total	Quantity	Unit Price	Total Price	Total
<b>DECELERATION LANE REIMBURSEMENT</b>								
6" Asphalt w/10" UBC (620 S)	4310	SF	\$4.75	\$20,472.50	2715	\$4.75	\$12,896.25	\$7,576.25
Curb and Gutter Demo	155	LF	\$5.65	\$875.75	-	-	-	\$875.75
24" Type A Curb and Gutter w/ 6" UBC	960	LF	\$41.30	\$39,648.00	805	\$41.30	\$33,246.50	\$6,401.50
<b>10' ASPHALT REIMBURSEMENT</b>								
5" Asphalt w/9" UBC (740 E)	14450	SF	\$3.50	\$50,575.00	11080	\$3.50	\$38,780.00	\$11,795.00
Clear and Grub	3370	SF	\$0.20	\$674.00	-	-	-	\$674.00

TOTAL REIMBURSEABLE AMOUNT \$ 27,322.50