AMERICAN FORK CITY COUNCIL
SEPTEMBER 8, 2026
REGULAR SESSION AGENDA

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

The American Fork City Council will meet in a regular session on September 8, 2026, in the American Fork City Hall, 31 North Church Street, commencing at 7:00 PM. The agenda shall be as follows:

PUBLIC HEARING

1. Receiving public comment on the disposition of real property.
2. Receiving public comment on the Chipman/Stake Center Annexation, located in the vicinity of 510 South 100 West and consisting of approximately 24 acres.

REGULAR SESSION

1. Pledge of Allegiance; Invocation; roll call.
2. Twenty-minute public comment period - limited to two minutes per person.
3. City Administrator's report.
4. Council reports.
5. Mayor's report.

COMMON CONSENT AGENDA

1. Approval of the August 11, 2026, amended truth in taxation public hearing minutes.
2. Approval of the August 18, 2026, work session minutes.
3. Approval of the August 25, 2026, city council minutes.
4. Consideration regarding authorization to release the Improvements Construction Guarantee in the amount of $41,020.00 and issue a Notice of Acceptance for the Roderick Catalyst Lot 7 construction of public improvements located at 68 East 1600 South.
5. Approval of a Class A Beer License for Rancho Markets located at 702 East State Street.
6. Acceptance of a waterline easement for the National GMC Addition Commercial Site Plan located at 629 East 1000 South.
7. Ratification of city payments (August 25, 2026, to September 1, 2026) and approval of purchase requests over $50,000.

ACTION ITEMS

1. Review and action on a water banking agreement for water shares with Layne Downs for 71.92 acre-feet of water.

2. Review and action on a resolution accepting the offer to purchase certain city-owned real property pursuant to a real estate purchase contract and addendum No. 2, and approving and authorizing execution of a dedication covenant.
3. Review and action on an ordinance approving the Chipman/Stake Center Annexation located in the vicinity of 510 South 100 West and consisting of approximately 24 acres, including the ordinance of annexation, annexation agreement, road dedication plats, and placement of the property in the PR-3.0 zone.
4. Review and action on a resolution accepting the petition for the Series 38 Annexation located in the vicinity of 330 East 580 South consisting of approximately 1.5 acres.
5. Review and action on a proposed Request for Consideration for a project known as American Fork Hotel located at 714 S 600 E. The applicants for this project request consideration of an adjustment in parking to decrease the number of required parking stalls as outlined in Section 17.5.133(D) of the American Fork Municipal Code.
6. Review and action on an ordinance repealing and replacing Chapter 12.16 of the American Fork City Code with a new Chapter 12.16 entitled “Park Strips and Trees”.
7. Review and action on an update to the American Fork General Plan to update all sections to establish an updated vision for growth and development in the City.
8. Review and action on an Engineering and Design Services Contract for the CDBG 11 King Street Waterline and Infrastructure Improvement Project
9. Review and action on an Engineering and Design Services Contract for the Main street from Grant Ave to 200W Water Line and Infrastructure Improvement Project
10. 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.

ADJOURNMENT

Dated this 3rd day of September 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
September 8, 2026

DEPARTMENT: Engineering
SUBMITTED BY: Terilyn Lurker

AGENDA ITEM: Consideration regarding authorization to release the Improvements Construction Guarantee in the amount of $41,020.00 and issue a Notice of Acceptance for the Roderick Catalyst Lot 7 construction of public improvements located at 68 East 1600 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 conditions 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 Roderick Catalyst Lot 7 public improvements located at 68 East 1600 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 ordinance, standards, and specifications and are in conformance with the approved project construction plans.

SUPPORTING DOCUMENTS:
Roderick Catalyst Lot 7 bond release for City Council 9-8-26.pdf

NOTICE OF ACCEPTANCE /
IMPROVEMENT COMPLETION ASSURANCE
RELEASE AUTHORIZATION

The City Council of American Fork City, a Municipal Corporation and Body Politic in the State of Utah, hereby authorizes the release of the Improvement Completion Assurance RODERICK CATALYST LOT 7. 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: $41,020.00

PASSED THIS SEPTEMBER 8, 2026

_____
City Representative, American Fork City

ATTEST:

_____
Terilyn Lurker, City Recorder

BOND RELEASE REQUEST

Development Name: Roderick Enterprises Building 7

Development Address: 68 East 1600 South

*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
				41,020.00	yes
			Total	41,020.00	

See attached

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

Please send check/bank letter to:

Name:

Bank (if applicable):

Address:

City: State: Zip:

Phone: Email: com

Signature: Date: 7/17/2026

City Official Use Only

☐ Sewer inspection completed

Administrative Signature: Date: 8-26-26

Inspector Signature: Date: 8-20-2026

Description of Item	Quantity	Unit	Minimum Standard Unit Price	Total	1st Release % Completed	1st Release $ Completed
STREETS						
Detectable Warning Surface	8	EA	$ 350.00	$ 2,800.00	100%	$ 2,800.00
Concrete drive and apron	4	EA	$ 8,180.00	$ 32,720.00	100%	$ 32,720.00
TESTING (Sec 17.9.301)						
Inspection, administration, and enforcement (6)	1	LS	$ 400.00	$ 400.00	100%	$ 400.00
Contingency (3)	1	LS	$ 3,600.00	$ 3,600.00	100%	$ 3,600.00
Clean-up (4)	1	LS	$ 1,500.00	$ 1,500.00	100%	$ 1,500.00
TOTAL PERFORMANCE GUARANTEE			$	41,020.00		
Waranty				$ 4,102.00		
TOTAL BOND				**$ 45,122.00**	**Requested Release**	$41,020.00

9-8-26

5

Request for Council Action
City of American Fork
September 8, 2026

DEPARTMENT: Finance
SUBMITTED BY: Terilyn Lurker

AGENDA ITEM: Approval of a Class A Beer License for Rancho Markets located at 702 East State Street.

SUMMARY RECOMMENDATION: The Business License Official would recommend approval.

BACKGROUND:

This is for the approval of a class A beer license for a new store, Rancho Markets.

Class A retail licenses shall entitle licensees to sell beer on the licensed premises in the original containers, having the label of the maker thereon, of any size not exceeding two liters, to persons twenty-one years of age or older, for consumption off the premises. Persons under twenty-one years of age are permitted on the licensed premises, but no person under twenty-one years of age shall sell beer under this license.

BUDGET IMPACT: $300 application fee

SUGGESTED MOTION: Move to approve the Class A Beer License for Rancho Markets located at 702 East State Street.

SUPPORTING DOCUMENTS:
Rancho Markets license.pdf

American Fork

Tres Enterprises Inc

09/01/2026 - 12/31/2026

Beer/Alcoholic Beverage Business License

General

Application Status
Under Review

Printed: 09/01/2026

Permit/License #
6321733

Reference Number
ab491210-a63b-11f1-bddd-939f3bde3229

Status
Active

Application Review Status

Pre-Review	Approved
Zoning Department	Not Reviewed
Final-Review	Not Reviewed

Date Submitted
09/01/2026

Fees

New Beer/Alcoholic Beverage Application Fee	$300.00
Subtotal	**$300.00**
Amount Paid	**$0.00**

Payments

There are no payments

Application Form Data

(Empty fields are not included)

Applicant First Name
Eli

Applicant Last Name
Madrigal

Phone Number
[redacted]

Email Address
[redacted]

Date of Birth
[redacted]

Age

Are you a US Citizen?
Yes

Social Security #
Reveal

Home Address (Street)

City

State

Zip

Name of Business to be Licensed
Tres Enterprises Inc

DBA
Rancho Markets

Business Address
702 East State St

City
American Fork

State
UT

Zip
84003

Business Phone
(801) 428-1114

Type of American Fork City License
Class A Beer

Type of DABC License Applying for
Class A - Off Premise

Signature

I hereby certify that I have complied with the requirements and possess the qualifications specified in the Alcoholic Beverage Control Act, and that all the information I have provided in this application is true.
I hereby certify that I have never been convicted of a felony, or any misdemeanor involving moral turpitude, or of any violation of any law or ordinance relating to alcoholic beverages, including DUI offenses.
I agree that if a license is issued, it shall be subject to suspension or revocation as provided in Chapter 5.08 of the American Fork City Code. I further agree to post any bonds required by the City pursuant to the terms of Chapter 5.08 of the City Code. No business license shall be transferred from one person to another, nor from one location to another.

Electronically Signed
Eli Madrigal - 09/01/2026 1:31 pm

Request for Council Action
City of American Fork
September 8, 2026

DEPARTMENT: Engineering
SUBMITTED BY: Terilyn Lurker

AGENDA ITEM: Acceptance of a waterline easement for the National GMC Addition Commercial Site Plan located at 629 East 1000 South.

SUMMARY RECOMMENDATION: Staff recommends Approval for the acceptance of the Waterline Easement at 629 East 1000 South, American Fork, Utah 84003 for the National GMC Addition project.

BACKGROUND: The National GMC Addition was recommended for approval at the 08.31.2026 Development Review Committee meeting. The project will be on the 09.16.2026 Planning Commission agenda for a final action on the Commercial Site Plan.

The existing 8 inch waterline that serves the National GMC property did not have an waterline easement associated with it. The planned improvements of the site, including the relocation of fire hydrants initiated the need for a waterline easement to be granted to American Fork City, for the purposes of any maintenance that may be required in the function of this public improvement.

BUDGET IMPACT: NA

SUGGESTED MOTION: Move to approve the acceptance of a Waterline Easement for the National GMC Addition Commercial Site Plan located at 629 East 1000 South.

SUPPORTING DOCUMENTS:
Waterline Easement.docx
Comments.pdf

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

UTILITY EASEMENT

For the sum of Forty Dollars ($40.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, that National GMC **Grantor/s**, of American Fork, County of Utah, State of Utah, hereby grants, conveys, and sets over unto **AMERICAN FORK CITY, a Utah municipal corporation**, as Grantee, its successors and assigns, a perpetual easement to install, maintain, operate, repair, remove, replace, or relocate public utility facilities and the rights of ingress and egress within the public utility easement for public utility employees, contractors, and agents. Said easement being situated in Utah County, State of Utah, through a parcel of Grantor's land, which easement is more particularly described as follows:

A 20 Foot Wide Waterline Easement upon a portion of Site 6, American Fork Auto Mall Plat B, located in the NE 1/4 of Section 25, Township 5 South, Range 1 East, Salt Lake Base & Meridian, Utah County, Utah, more particularly described as follows:
Beginning at a point on the northeasterly right of way line of Auto Mall Drive, or, on the Southwesterly boundary line of said Site 6, which point is located N0°05'45"W along the Section line 363.76 feet and East 2836.74 feet from the West Quarter Corner of Section 25, T5S, R1E, S.L.B.&M.; thence N40°03'04"E 360.62 feet; thence S49°56'56"E 186.44 feet; thence N44°01'52"E 26.06 feet; thence S49°50'04"E 20.00 feet; thence S44°01'52"W 26.02 feet; thence S49°56'56"E 188.59 feet; thence N40°03'04"E 25.59 feet; thence S49°50'04"E 20.00 feet; thence S40°03'04"W 25.55 feet; thence S49°56'56"E 31.88 feet to a point on the southeasterly boundary line of Site 6 American Fork Auto Mall Plat B (Entry No. 86304:2000); thence S40°09'56"W along said line 20.00 feet; thence N49°56'56"W 247.36 feet; thence S40°10'48"W 45.58 feet; thence N49°54'54"W 20.00 feet; thence N40°10'48"E 45.57 feet; thence N49°56'56"W 159.51 feet; thence S40°03'04"W 150.94 feet; thence S49°56'56"E 51.98 feet; thence S40°03'04"W 20.00 feet; thence N49°56'56"W 51.98 feet; thence S40°03'04"W 169.72 feet to the southwesterly boundary line of said Site 6; thence N49°50'04"W 20.00 feet to the point of beginning.

Contains: 0.43 +/- Acre, or
+/- 18,733 SF

To have and hold the same unto said Grantee, its successors and assigns, with right of ingress and egress in said Grantee, its contractors and assigns to enter upon the above described property with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, remove and replace said facilities. As a non-exclusive easement, Grantor shall have the right to use the easement area for purposes that do not interfere or limit the propose the easement granted herein. However, at no time shall Grantor, its successors, licensees, lessees, contractors or assigns or their agents or employees erect or permit to be erected any building or structure of any kind within the boundaries of said perpetual easement.

In witness whereof, the Grantor has executed this easement this ___ day of_____, 20__

NATIONAL GMC

_____
By: Kolby Hansen,
Owner

State of Utah

:ss

County of Utah

On the_____day of_____, 20____, personally appeared before me _____, who acknowledged to be the Owner of National GMC, and that he/she, as such Owner, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

_____
Notary Public

ACCEPTED BY:

AMERICAN FORK CITY

_____
Bradley J. Frost, Mayor

Next Step

Proceed to the Development Review Committee on 08/31/2026

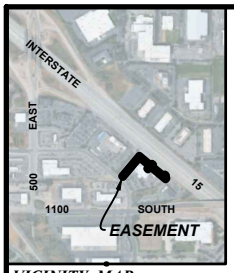
Re-Submittal Acknowledgment Statement

The Applicant is responsible for reviewing all documents to ensure all comments have been addressed.

AO [Applicant Initial] I understand that a Review Cycle is not complete unless and until the applicant replies to all of the required modifications and requests for additional information noted on the previous submittal.

AO [Applicant Initial] I hereby acknowledge that this re-submittal addresses all required modifications and requests for additional information noted on the previous submittal.

AO [Applicant Initial] This is the 4th [Ex: 1st] complete re-submittal of the subdivision constituting the start of the 4th [Same Number] Review Cycle.



VICINITY MAP
NTS

LEGEND

EASEMENT

ADJOINING PROPERTY

TIE LINE

American Fork City Development Review Committee

Engineering Division Reviewed rburkhill 08/26/2026

No comments

INTERSTATE

23 24 26 25

NORTHWEST CORNER OF SECTION 25, T5S, R1E, S.L.B.&M (FOUND 3" BRASS CAP)

BETWEEN MONUMENTS

AMERICAN FORK AUTO MALL SUBDIVISION

SITE 2

UTAH DEPARTMENT OF TRANSPORTATION PARCEL No. 27198:2010 (LESS & EXCEPTING)

20.0' WATERLINE EASEMENT AREA = 0.43 +/- ACRES

S49°56'56"E 186.44

N49°56'56"W 159.51

N40°03'04"E 360.62

S40°03'04"W 169.72

S49°56'56"E 188.59

N49°56'56"W 247.36

L1 L2 L3 L4 L5 L6 L7 L8 L9 L10 L11 L12 L13 L14 L15 L16

15

POINT OF BEGINNING

EAST 2836.74

2659.35

N0°05'45"W

363.76

BEARING: (BASIS OF

AUTO MALL DRIVE

JENKO PROPERTIES, LLC
PARCEL No. 34:316:0009

AMERICAN FORK AUTO MALL SUBDIVISION PLAT B

SITE 6

SITE 5

26 25

WEST QUARTER CORNER OF SECTION 25, T5S, R1E, S.L.B.&M. (FOUND 3" BRASS CAP)

LINE TABLE

LINE #	BEARING	DISTANCE
L1	N44°01'52"E	26.06
L2	S49°50'04"E	20.00
L3	S44°01'52"W	26.02
L4	N40°03'04"E	25.59
L5	S49°50'04"E	20.00
L6	S40°03'04"W	25.55
L7	S49°56'56"E	31.88
L8	S40°09'56"W	20.00

LINE TABLE

LINE #	BEARING	DISTANCE
L9	S40°10'48"W	45.58
L10	N49°54'54"W	20.00
L11	N40°10'48"E	45.57
L12	S40°03'04"W	150.94
L13	S49°56'56"E	51.98
L14	S40°03'04"W	20.00
L15	N49°56'56"W	51.98
L16	N49°50'04"W	20.00

SCALE:	DRAWN BY:
1" = 100'	S. JOHNSON
DATE:	PROJECT #:
7-29-2026	25-108
SHEET 1 OF 2	

REVISION BLOCK

NO.	DATE:	DESCRIPTION:

WATERLINE EASEMENT EXHIBIT

LOCATION: NW 1/4 SECTION 25, T5S, R1E, S.L.B.&M.

AMERICAN FORK, UTAH

PROPERTY OF: JENKO PROPERTIES, LLC

PREPARED FOR: AMERICAN FORK CITY

civilsolutionsgroup inc.

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

WATERLINE EASEMENT DESCRIPTION

A 20 Foot Wide Waterline Easement across a portion of Site 6, American Fork Auto Mall Plat B, located in the NE 1/4 of Section 25, Township 5 South, Range 1 East, Salt Lake Base & Meridian, Utah County, Utah, more particularly described as follows:

Beginning at a point located N0°05'45"W along the Section line 363.76 feet and East 2836.74 feet from the West Quarter Corner of Section 25, T5S, R1E, S.L.B.&M.; thence N40°03'04"E 360.62 feet; thence S49°56'56"E 186.44 feet; thence N44°01'52"E 26.06 feet; thence S49°50'04"E 20.00 feet; thence S44°01'52"W 26.02 feet; thence S49°56'56"E 188.59 feet; thence N40°03'04"E 25.59 feet; thence S49°50'04"E 20.00 feet; thence S40°03'04"W 25.55 feet; thence S49°56'56"E 31.88 feet to a point on the south line of Site 6 American Fork Auto Mall Plat B (Entry No. 86304:2000); thence S40°09'56"W along said line 20.00 feet; thence N49°56'56"W 247.36 feet; thence S40°10'48"W 45.58 feet; thence N49°54'54"W 20.00 feet; thence N40°10'48"E 45.57 feet; thence N49°56'56"W 159.51 feet; thence S40°03'04"W 150.94 feet; thence S49°56'56"E 51.98 feet; thence S40°03'04"W 20.00 feet; thence N49°56'56"W 51.98 feet; thence S40°03'04"W 169.72 feet; thence N49°50'04"W 20.00 feet to the point of beginning.

Contains: 0.43 +/- Acres

SCALE:	DRAWN BY:
N/A	S. JOHNSON
DATE:	PROJECT #:
7-29-2026	25-108
SHEET 2 OF 2	

REVISION BLOCK		
NO.	DATE:	DESCRIPTION:

WATERLINE EASEMENT EXHIBIT

LOCATION: NW 1/4 SECTION 25, T5S, R1E, S.L.B.&M.

AMERICAN FORK, UTAH

PROPERTY OF: JENKO PROPERTIES, LLC

PREPARED FOR: AMERICAN FORK CITY

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Request for Council Action
City of American Fork
September 8, 2026

DEPARTMENT: Finance
SUBMITTED BY: Terilyn Lurker

AGENDA ITEM:

Review and action on a water banking agreement for water shares with Layne Downs for 71.92 acre-feet of water.

SUMMARY RECOMMENDATION:

City Recorder would recommend approval of the agreement.

BACKGROUND: Water banking agreements are authorized by the American Fork City Municipal Code to document and track water dedicated to the city in exchange for water credits that can be used or assigned to another person to be used to meet the city's water dedication requirements.

BUDGET IMPACT: N/A

SUGGESTED MOTION:

Move to approve the water banking agreement with Layne Downs for 71.92 acre-feet of water.

SUPPORTING DOCUMENTS:
Water Banking Agreement - Layne Downs 09.08.26.pdf

WATER BANKING AGREEMENT FOR WATER SHARE

This Water Banking Agreement for Water Share ("Agreement") is entered into as of the _____ day of _____, 20____ ("Effective Date"), by and between Layne Downs ("Owner"), and AMERICAN FORK CITY, a municipal corporation and political subdivision of the State of Utah ("City").

RECITALS

WHEREAS Certificate No. 9849 ("Water Share") representing 35.46 shares in American Fork Irrigation Company equivalent to 70.92 acre-feet of water has been conveyed and assigned by Owner to the City; and

WHEREAS Certificate No. 519 ("Water Share") representing 2 shares in Provo Reservoir Water Users Company equivalent to 1 acre-foot of water has been conveyed and assigned by Owner to the City; and

WHEREAS Owner is transferring the Water Share to City in order to meet City's water dedication requirements for Owner's development(s) and/or to bank the water with City for use by others to meet City's water dedication requirements for development; and

WHEREAS City is willing to accept the Water Share for use in its system in satisfaction of its water dedication requirements for present or future developments of Owner or Owner's assigns, to the extent provided by City Code section 17.1.400, or any successor provision.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants hereafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and City, incorporating the recitals set forth above, agree as follows:

AGREEMENT

1. Transfer and Acceptance of the Water Share. Owner has conveyed and assigned, or will convey and assign, the Water Share to City by endorsement of the share certificate, or such other method required by the irrigation company, and City has accepted or will accept the conveyance and assignment of the Water Share. City agrees and acknowledges that the Water Share is an acceptable water share for purposes of satisfying City's water dedication requirements. Owner acknowledges that under the Article XI, Section 6 of the Utah Constitution, City is prohibited from returning to Owner any portion of the Water Share.

2. Water Credits. In exchange for the transfer of the Water Share, City hereby grants to Owner water dedication credits for 71.92 acre-feet of water ("Credits"). As provided herein, the Credits may be used by Owner to meet City's water dedication requirements for Owner's development(s) or may be assigned by Owner to others. The City Recorder shall maintain a credit

log to keep track of any Credits that have not yet been dedicated to a specific development to meet City's water dedication requirements. Owner, or any assignee of all or a portion of the Credits, may request a copy of the credit log by making a written request to the City Recorder. Within ten business days of receiving the request, the City Recorder will provide a copy of the credit log.

3. Use of Credits for Owner's Developments. Owner may use the Credits in order to meet City's water dedication requirements as part of the development approval process. Prior to final plat approval, Owner shall send the City Recorder a written request to apply a portion of the Credits to a specific development. The number of acre-feet from the Credits required for dedication to a particular development shall be determined by City ordinances and policies existing at the time of the dedication. A decision to apply the Credits to a specific development is final, and any Credits so applied are no longer available for application to another project or assignment to a third party.

4. Assignment of Credits. Owner may assign any or all of the Credits to others using an Assignment of Water Credits form similar to Exhibit A ("Assignment"). An assignee shall present the Assignment, with original signatures, to the City Recorder, at which time the City Recorder shall update the credit log to account for the Assignment. The City Recorder shall also keep a copy of each Assignment in his/her records. An assignee may assign the Credits in the same manner outlined herein or may use the Credits in order to meet City's water dedication requirements. Any assignment of Credits that is not presented to the City Recorder as provided in this paragraph shall be void as against any subsequent purchaser, in good faith and for valuable consideration, of the same Credits, or any portion thereof, where the subsequent purchaser's assignment is first presented to the City Recorder.

5. Use of Credits by Assignees. An assignee may use the Credits in order to meet City's water dedication requirements as part of the development approval process. Prior to final plat approval, assignee shall send the City Recorder a written request to apply a portion of the Credits to a specific development. The number of acre-feet from the Credits required for dedication to a particular development shall be determined by City ordinances and policies existing at the time of the dedication. A decision to apply the Credits to a specific development is final, and any Credits so applied are no longer available for application to another project or assignment to a third party.

6. City's Use of Water Share. Upon execution of this Agreement, City shall have the full and unencumbered right to divert and beneficially use the water under the Water Share. City bears the responsibility to protect and maintain in good standing the Water Share, including placing the Water Share to beneficial use and paying assessments levied by the irrigation company. Owner agrees to provide any information or other assistance, as requested by City, that is reasonably necessary to protect and maintain the Water Share. Owner's rights to Credits under this Agreement will not be affected if the Water Share is forfeited, abandoned, or otherwise lost due to City's nonuse.

7. Termination by Owner. Owner may, at any time and in its sole discretion, terminate this Agreement by filing written notice of termination with the City Recorder. Upon termination, any Credits that have not been dedicated to a specific development shall immediately and automatically pass to City.

8. Cessation of Owner's Use. Upon execution of this Agreement, Owner shall immediately cease any and all use of the Water Share.

9. Successors and Assigns. Pursuant to the terms of this Agreement, Owner shall have the right to assign its rights, duties, and obligations. The parties acknowledge that the rights, duties, and obligations of Owner will also apply to any successor or assign of Owner, and that the use of the term "Owner" in this contract includes Owner's successors or assigns.

10. Ownership of Water Facilities. Nothing in this Agreement shall alter the ownership of any wells or other water facilities of Owner or City.

11. Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes all prior agreements and understandings concerning its subject matter. This Agreement shall not be amended or modified except by written instrument signed by both parties.

12. Construction and Enforcement. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah. This Agreement may be specifically enforced.

13. Third Party Beneficiaries. Except for the assignees of Credits, this Agreement is not intended to and shall not create any rights in any person or entity not a party to this Agreement.

14. Attorney Fees. In any action arising out of this Agreement, the prevailing party shall be entitled to costs and reasonable attorney fees.

15. Further Assurances. After the execution of this Agreement, the parties agree to execute and deliver such documents, and to take or cause to be taken all such other actions, as either party may reasonably deem necessary or appropriate in order to carry out the intents and purposes of this Agreement.

16. Severability. If any term, covenant, or condition of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and the remainder of the Agreement shall remain in full force and effect.

17. Authority of Parties. The persons signing this Agreement represent and warrant that they have full authority to do so and that their corporation or entity has undertaken and obtained whatever formalities and approvals are necessary to enter into this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

AMERICAN FORK CITY

_____ Attest: _____
Bradley J. Frost, Mayor Terilyn Lurker, City Recorder

STATE OF UTAH)
:ss
COUNTY OF _____)

On the _____ day of _____, 20__, personally appeared before me Bradley J. Frost and Terilyn Lurker, known to me to be the Mayor and City Recorder, respectively, of American Fork City, who acknowledged to me that they executed the within Water Banking Agreement pursuant to a resolution of the City Council adopted pursuant to notice at a regular meeting at which a quorum was in attendance.

_____
NOTARY PUBLIC

_____
Approved as to form by City Attorney

_____
By: Layne Downs

STATE OF UTAH)
:ss
COUNTY OF _____)

On the _____ day of _____, 20__, Layne Downs personally appeared before me and duly acknowledged that he/she, acting in his/her authorized capacity as owner, executed this Water Banking Agreement for Water Share for the purposes stated therein.

_____
NOTARY PUBLIC

EXHIBIT A

ASSIGNMENT OF WATER CREDITS

This Assignment of Water Credits ("Assignment") is entered into as of this _____ day of _____, 20___, by and between Layne Downs ("Assignor"), whose mailing address is 211 South 500 East, Lehi, Utah, 84043, and _____ ("Assignee"), whose mailing address is _____. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor transfers and assigns to Assignee _____ acre-feet of water credits that were banked with American Fork City pursuant to the Water Banking Agreement for Water Share between American Fork City and Layne Downs dated _____, 20____.

In order to effectuate this Assignment, Assignee shall present this original signed and notarized Assignment to the American Fork City Recorder.

DATED this _____ day of _____, 20___.

_____
Transferor

State of _____)
:ss
County of _____)

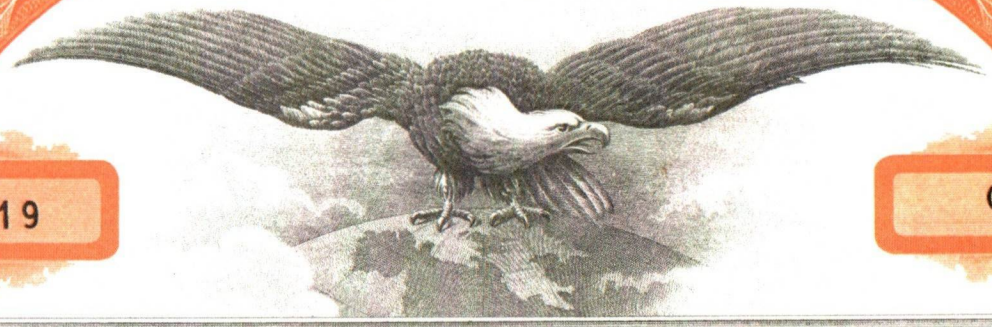
On the _____ day of _____, 20___, personally appeared before me _____, personally known to me to be the person whose name is subscribed to this instrument, who acknowledged that he/she executed it.

_____
Notary Public

Exhibit. 1 A to f

* Copy *

Incorporated Under the Laws of the State of Utah



No. C 519

(-2-) Shares

Provo Reservoir Water Users Company

Alpine District — Provo Division

Contained Water Stock

FULL Water Right

THIS CERTIFIES THAT

AMERICAN FORK CITY is the owner of

(-2) TWO ---------- Shares of the Capital Stock of

Provo Reservoir Water Users Company

transferable only on the books of the Corporation by the holder hereof in person or by Attorney upon surrender of this Certificate properly endorsed.

IN WITNESS WHEREOF, the said Corporation has caused this Certificate to be signed by its duly authorized officers and its Corporate Seal to be hereunto affixed this 28 day of MAY A.D. 2025

PROVO RESERVOIR WATER USERS CO. CORPORATE SEAL PROVO, UTAH

Secretary

President

SHARES EACH

© GOES 1942

received 7-9-26 CL

CERTIFICATE

FOR

-(2)- FULL

SHARES

of the

Capital Stock

Provo Reservoir Water Users Company

Alpine District — Provo Divison

Contained Water Stock

ISSUED TO

AMERICAN FORK CITY

DATE

MAY 28, 2025

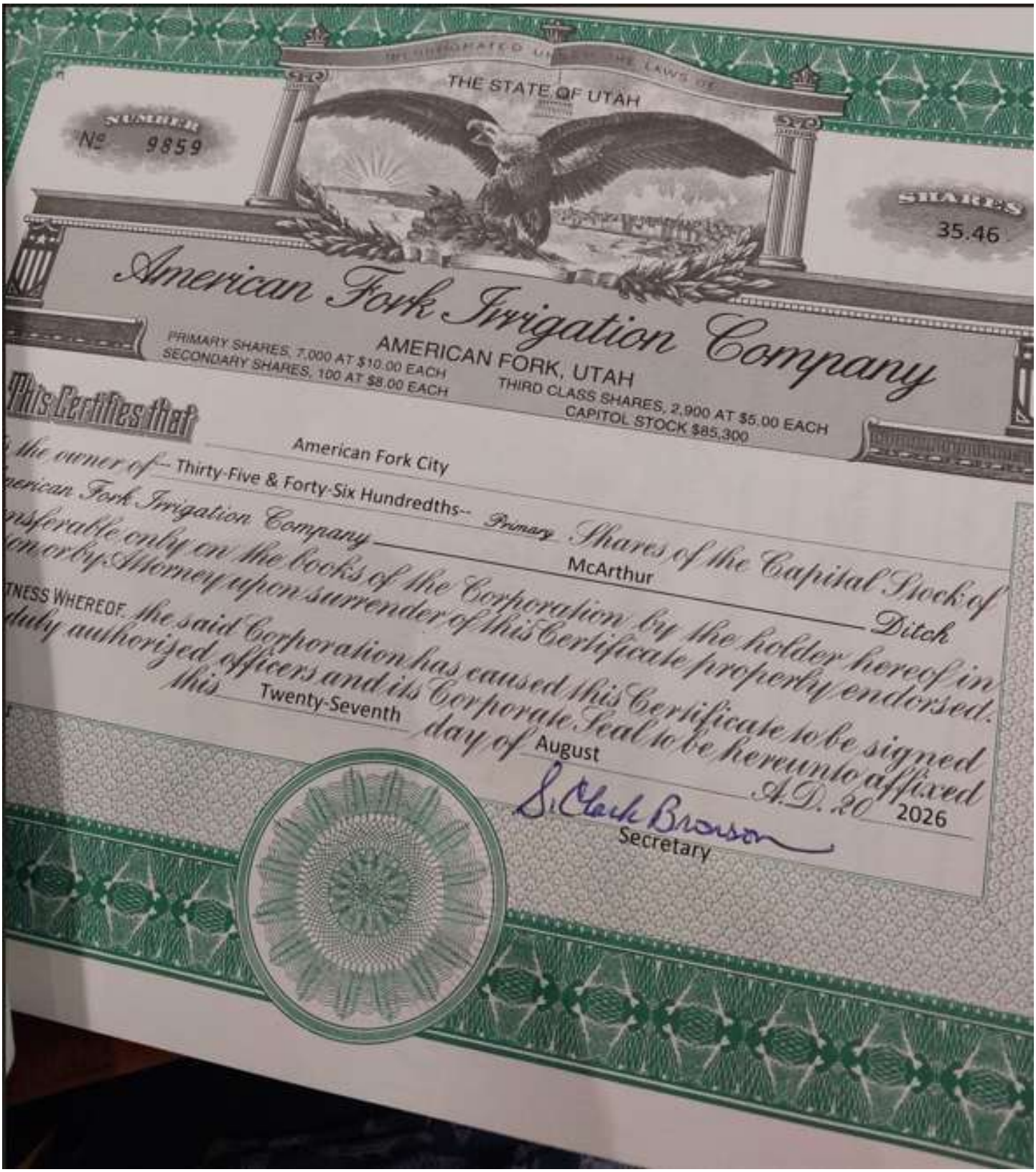
For Value Received, _____ hereby sell, assign and transfer unto _____

_____ Shares of the Capital Stock represented by the within Certificate, and do hereby irrevocably constitute and appoint _____ Attorney to transfer the said Stock on the books of the within named Company with full power of substitution in the premises.

Dated _____

In presence of

NOTICE: THE SIGNATURE OF THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THE CERTIFICATE, IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT, OR ANY CHANGE WHATEVER.


THE STATE OF UTAH
NUMBER
No 9859
SHARES
35.46
American Fork Irrigation Company
AMERICAN FORK, UTAH
PRIMARY SHARES, 7,000 AT $10.00 EACH
SECONDARY SHARES, 100 AT $8.00 EACH
THIRD CLASS SHARES, 2,900 AT $5.00 EACH
CAPITOL STOCK $85,300
This Certifies that
American Fork City
the owner of — Thirty-Five & Forty-Six Hundredths-- Primary Shares of the Capital Stock of
American Fork Irrigation Company
McArthur
Ditch
nsferable only on the books of the Corporation by the holder hereof in
on or by Attorney upon surrender of this Certificate properly endorsed.
TNESS WHEREOF, the said Corporation has caused this Certificate to be signed
duly authorized officers and its Corporate Seal to be hereunto affixed
this Twenty-Seventh day of August
A.D. 20 2026
S. Clark Branson
Secretary

Request for Council Action
City of American Fork
September 8, 2026

DEPARTMENT: Development Services
SUBMITTED BY: Terilyn Lurker

AGENDA ITEM: Review and action on an ordinance approving the Chipman/Stake Center Annexation located in the vicinity of 510 South 100 West and consisting of approximately 24 acres, including the ordinance of annexation, annexation agreement, road dedication plats, and placement of the property in the PR-3.0 zone.

SUMMARY RECOMMENDATION: On August 19, 2026, the Planning Commission recommended approval for the proposed zone and annexation agreement.

BACKGROUND: The applicant has applied for annexation within American Fork City. The amended agreement and ordinance are in a substantially similar form to the version that will be provided to the City Council. The project area looks to have the PR-3.0 zoning designation assigned to the land, which would be for a Planned Residential Project for the Chipman parcels.

The Church of Jesus Christ of Latter-day Saints and American Fork City property are included within the Annexation area. Outside of the Planned Residential Project proposed on the Chipman parcels, there is a church being proposed and an extension of 700 S being proposed.

Approval of the ordinance will allow staff to obtain the needed signatures and finish the required steps in recording the annexation.

BUDGET IMPACT: N/A

SUGGESTED MOTION: Approval

I move to adopt the ordinance approving the Chipman/Stake Center Annexation located in the vicinity of 510 South 100 West and consisting of approximately 24 acres, including the ordinance of annexation, annexation agreement, road dedication plats, and placement of the property in the PR-3.0 zone.

Denial

I move to deny the ordinance approving the Chipman/Stake Center Annexation located vicinity of 510

South 100 West and consisting of approximately 24 acres, including the ordinance of annexation, annexation agreement, road dedication plats, and placement of the property in the PR-3.0 zone.

Table

I move to table approval of the Chipman/Stake Center Annexation located vicinity of 510 South 100 West and consisting of approximately 24 acres, including the ordinance of annexation, annexation agreement, road dedication plats, and placement of the property in the PR-3.0 zone. Instruct staff and/or developer to ...

SUPPORTING DOCUMENTS:
Ordinance of Annexation - Chipman Stake Center Annexation.pdf

ORDINANCE NO. _____

AN ORDINANCE BY THE AMERICAN FORK CITY COUNCIL APPROVING THE CHIPMAN/STAKE CENTER ANNEXATION, CONSISTING OF APPROXIMATELY 24 ACRES IN THE VICINITY OF 100 WEST 510 SOUTH, AND ESTABLISHING ZONING CLASSIFICATION FOR SAID PROPERTY.

WHEREAS, a Petition for Annexation, along with an accurate plat of said property, was filed July 6, 2026, by the Chipman Marital Trust, Church of Jesus Christ of Latter-Day Saints, John D. & Elaine Watson, and American Fork City, requesting American Fork City annex property into the city; and

WHEREAS, the City Council accepted the petition on July 28, 2026, and the city recorder determined the annexation complies with all provisions of state law and certification was provided to the Utah County Commission pursuant to Utah Code Ann §10-2-807 on July 29, 2026; and

WHEREAS, a 30-day protest period was held and no written protests that would affect the proposed annexation were received; and

WHEREAS, a public hearing considering the proposed annexation was held by the City Council on September 8, 2026, pursuant to Utah Code Ann §10-2-810 (7); and

WHEREAS, the City has taken into consideration the impact the ordinance may have on family health, stability, and formation.

NOW, THEREORE, BE IT ORDAINED BY THE AMERICAN FORK CITY COUNCIL, UTAH:

SECTION I. That the City Council hereby approves the Chipman/Stake Center Annexation consisting of approximately 24 acres located in the vicinity of 100 West 510 South into American Fork City, and the boundaries of American Fork City are hereby extended to include within the city limits the following described land located in Utah County as provided in Attachment “A”.

SECTION II. That the territory annexed under Section 1 above is hereby classified into the PR-3.0 zone as shown in Attachment “B” and subject to the terms and conditions of the Chipman/Stake Center Annexation Agreement as provided in Attachment ‘B’.

SECTION III. This ordinance shall take effect upon its passage and first publication.

PASSED by the City Council of American Fork this 8th day of September 2026.

Bradley J. Frost, Mayor

ATTEST:

Terilyn Lurker, City Recorder

ATTACHMENT "A"

PROPERTY DESCRIPTION:

A TRACT OF LAND BEING SITUATE IN THE SOUTHEAST QUARTER OF SECTION 23, AND THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, HAVING A BASIS OF BEARINGS OF NORTH 00°10'31" EAST BETWEEN THE SOUTH QUARTER CORNER AND THE NORTH QUARTER CORNER OF SAID SECTION 23, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF HARBOR ROAD C ANNEXATION, ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER AS MAP FILING NO. 13461 WHICH IS SOUTH 89°48'51" EAST ALONG THE SECTION LINE A DISTANCE OF 66.00 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 23, AND RUNNING THENCE NORTH 00°11'56" EAST ALONG SAID EASTERLY LINE A DISTANCE OF 167.35 FEET TO THE NORTHEAST CORNER THEREOF; THENCE NORTH 89°57'46" WEST ALONG THE NORTHERLY LINE OF SAID PLAT A DISTANCE OF 2.23 FEET TO THE SOUTHEAST CORNER OF HARBOR ROAD ANNEXATION PLAT A ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER AS MAP FILING NO. 13460; THENCE NORTH 1°08'42" EAST ALONG SAID HARBOR ROAD ANNEXATION PLAT A 463.71 FEET TO THE SOUTHEAST CORNER OF LAKESIDE ANNEXATION PLAT, ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER AS MAP FILING NO. 2847; THENCE NORTH 00°58'39" EAST ALONG SAID EASTERLY LINE A DISTANCE OF 4.14 FEET TO THE SOUTHWEST CORNER OF HATCH ANNEXATION PLAT, ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER AS MAP FILING NO. 11973; THENCE ALONG SAID ANNEXATION PLAT THE FOLLOWING THREE (3) COURSES, 1) EAST 355.31 FEET, 2) NORTH 200.00 FEET, 3) WEST 351.90 FEET TO THE EASTERLY LINE OF SAID LAKESIDE ANNEXATION PLAT; THENCE NORTH 00°58'39" EAST ALONG SAID EASTERLY LINE A DISTANCE OF 71.20 FEET TO THE SOUTHERLY LINE OF CHIPMAN SUBDIVISION PHASE 1 ANNEXATION ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER AS MAP FILING NO. 8430; THENCE SOUTH 89°25'37" EAST ALONG SAID SOUTHERLY LINE A DISTANCE OF 121.84 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 00°34'23" EAST ALONG THE EASTERLY LINE OF SAID PLAT, THE EASTERLY LINE OF CALVIN CHIPMAN ANNEXATION PLAT, ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER AS MAP FILING NO. 6302, THE EASTERLY LINE OF TODD CARTER ANNEXATION PLAT, ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER AS MAP FILING NO. 6008, THE EASTERLY LINE OF ALAN CHIPMAN ANNEXATION PLAT, ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER AS MAP FILING NO. 5581, AND THE EASTERLY LINE OF ROSEMARIE CHIPMAN ANNEXATION PLAT, ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER AS MAP FILING NO. 13799 A DISTANCE OF 465.35 FEET TO THE EASTERLY CORNER OF SAID ROSEMARIE CHIPMAN ANNEXATION; THENCE ALONG SAID ANNEXATION PLAT THE FOLLOWING FOUR (4) COURSES, 1) NORTH 73°37'00" EAST 28.04 FEET, 2) NORTH 206.88 FEET, 3) WEST 24.73 FEET, 4) NORTH 00°34'23" EAST 62.85 FEET TO THE SOUTHERLY LINE OF THE ORIGINAL AMERICAN FORK CITY PLAT, ON FILE WITH THE OFFICE OF THE UTAH COUNTY SURVEYOR; THENCE NORTH 89°41'12" EAST ALONG SAID SOUTHERLY LINE A DISTANCE OF 511.26 FEET TO THE EASTERLY LINE OF THE CHIPMAN PROPERTY; THENCE ALONG SAID EASTERLY LINE THE FOLLOWING SIX (6) COURSES, 1) SOUTH 37°03'23" EAST 0.30 FEET, 2) SOUTH 00°38'13" WEST 280.73 FEET, 3) SOUTH 00°15'35" WEST 440.93 FEET, 4) SOUTH 00°14'58" WEST 742.06 FEET, 5) SOUTH 00°45'32" EAST 222.76 FEET, 6) SOUTH 00°30'23" WEST 211.79 FEET TO A POINT ON THE PROLONGATION OF SAID LINE, AND THE POINT ON A PROLONGATION OF THE SOUTHERLY LINE OF THAT CERTAIN QUIT CLAIM DEED ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER AS ENTRY NO. 52445:2001 THENCE NORTH 89°44'49" WEST ALONG SAID SOUTHERLY LINE A DISTANCE OF 646.62 FEET TO THE EASTERLY LINE OF SAID HARBOR ROAD ANNEXATION PLAT "C"; THENCE NORTH 00°11'56" EAST ALONG SAID EASTERLY LINE A DISTANCE OF 244.74 FEET TO THE POINT OF BEGINNING.

CONTAINS 1,045,032 SQUARE FEET OR 23.991 ACRES, MORE OR LESS.

ANNEXATION AGREEMENT
(Chipman/Stake Center Annexation)

This Annexation Agreement ("Agreement"), made and entered into this ___ day of _____, 2026, by and between City of American Fork, Utah, a Utah Municipal Corporation (hereafter referred to as "City"), Schmidt, Howard, Trustee of the Chipman Marital Trust U/A/D November 14, 2004 and Trustee of the Chipman Exemption Trust U/A/D November 14, 2004 an owner (hereafter referred to as "Chipmans"), Watson, John D. & Elaine, an owner (hereafter referred to as "Watsons"), and Corp of Pres Bishop Church of Jesus Christ of LDS, an owner (hereafter referred to as "The Church of Jesus Christ of Latter-Day Saints") and collectively referred to as "Applicants" is based on the following:

RECITALS

WHEREAS, Applicants are the owners of certain parcels of privately-owned real property constituting 100 percent of the Annexation Area, which annexation is located within the unincorporated territory of Utah County, contiguous to the corporate boundary of the City, and is within the City's proposed expansion area;

WHEREAS, a "Certification of Petition for Annexation" (Attachment 1 to this Agreement), together with a plat (Attachment 2 to this Agreement) have been prepared by the Applicants and show the real property proposed for annexation (hereafter referred to as "Annexation Area");

WHEREAS, in accordance with the provisions of UCA § 10-2-804, the American Fork City Council has heretofore adopted Resolution No. 2026-07-36R, accepting the Petition for Annexation;

WHEREAS, notice of hearing regarding the proposed annexation has been published and the public hearing thereon held;

WHEREAS, the City Council has determined that annexation of the Annexation Area is in the best interest of the City and has indicated an intent to: (1) enact an ordinance of annexation relating thereto, subject to the prior execution of this Agreement, and (2) authorize the recording of the annexation plat at the office of the Utah County Recorder, subject to the terms and conditions of this Agreement.

TERMS AND CONDITIONS

NOW THEREFORE, based on the above recitals and in consideration of the annexation of the Annexation Area to the City, the parties covenant and agree as follows:

SECTION 1 - Applicability of Agreement and Annexation Contingency: The real property to which the terms of this Agreement apply shall be the parcels of private property within the Annexation Area, identified on Attachment 2. Attachment 2 is hereby made part of this Agreement. This Agreement will be effective if, and only if, (a) the City approves an ordinance annexing the Annexation Area into the City; and (b) all procedural requirements associated with an annexation under the law of the State of Utah have been complied with,

including the issuance of a certificate of annexation by the Lieutenant Governor.

SECTION 2 - Annexation a benefit to Applicants: Applicants and City acknowledge that the City has discretion to approve or deny the annexation and that the terms and conditions of annexation, as set forth herein, are reasonable and entered into freely and voluntarily. Further, Applicants hereby acknowledge and agree that the benefit received from annexation of the property is equal to or greater than the requirements and conditions of annexation as set forth in this Agreement and the conditions of the development as set forth herein and under the terms of the City's Development Code and Impact Fee Ordinance does not constitute a constitutional taking as that term is defined pursuant to the terms of UCA § 10-20-102(12), 1953, as amended.

SECTION 3 - Authority of Applicants: Applicants hereby affirm that they are the current owners of the total private land area within the Annexation Area and have complete authority to enter into this Agreement and bind the property hereto.

SECTION 4 - Compatibility with Land Use Plan and Initial Zone Classification:

The City's General Plan classifies the proposed uses for the Annexation Area classified as Residential Low Density. Therefore, the zone classification attached to the parcel shall be PR3.0 zone, subject to the site-specific development standards established in this annexation ordinance and incorporated herein:

a. Site-Specific PR 3.0 Development Standards

(1) Residential development within the annexation area shall be limited to detached single-family dwellings.

(2) Attached residential housing types, including but not limited to townhomes, stacked flats, or other attached dwelling forms, shall not be permitted within the Annexation Area.

(3) Residential density shall not exceed the density otherwise permitted within the PR-3.0 zone.

(4) All other development standards of the PR-3.0 zone shall apply unless expressly modified by this ordinance.

SECTION 5 - Right-of-way to be Conveyed:

The City's General Plan provides for the development of two minor collectors (700 South and 100 West) including the wider intersection for auxiliary turn lanes and a future traffic signal at 700 South and 100 West ("Collector Roads"). Additionally, a local road will be located at approximately 50 West(the "Local Road")As a condition of annexation, Applicants hereby agree to dedicate and convey to the City any right-of-way necessary for the Collector Roads and the Local Road in the location shown on the roadway dedication plats prepared by the Applicants and approved the City (Attachment 4 to this Agreement). Applicants shall have no

obligation to construct any right-of-way improvements for the Collector Roads or the Local Road unless and until any improvement or development occurs within the Annexation Area. Development of the Collector Roads and the Local Road will be subject to the provisions as outlined in the American Fork City Development Code in effect at the time of development. Applicants shall be responsible for the cost of all minimum level of improvements at the time of improvement or development.

American Fork River in the Annexation Area shall also be dedicated to the City along with a 30 ft wide section along the east bank of the American Fork River, and a 5 ft wide section along the west bank for future access. Additionally, Applicants shall be required to convey the right-of-way necessary to widen the American Fork River, at no cost to the city, to meet the capacity of the 100-year flood or install necessary improvements to meet this capacity. This will be determined by a riverine flood study which the City has initiated but is not yet finalized. If additional right-of-way, beyond what is shown in Attachment 4, is necessary to convey the 100-year flood event or any associated improvements, such right-of-way shall be dedicated to the City, at no cost to the City, as part of the final plat for the subdivision. A portion of the 30ft wide section along the east bank of the American Fork River will be a biking/walking trail ("Shared Use Path/Regional Trail). The Shared Use Path/Regional Trail will be considered the Shared Use Path/Regional Trail that is shown on the City's Bike and Pedestrian Map. The Shared Use Path/Regional Trail shall be a minimum of 14' wide. Applicants shall have no obligation to construct any of the path unless and until any improvement or development occurs within the Annexation Area. The Shared Use Path/Regional Trail may be included within the 30 ft wide right-of-way dedication along the east bank of American Fork River. As a condition of annexation, Applicants hereby agree to dedicate and convey to the City any right-of-way necessary for the Shared Use Path/Regional Trail and American Fork River in the location shown on the roadway dedication plats prepared by the Applicants and approved by the City (Attachment 4 to this Agreement). These obligations shall run with the land and bind all successors and assigns. The City may record this Agreement or a memorandum of the Agreement to provide constructive notice.

SECTION 6 – Sale of City Parcels:

The City and the Applicants acknowledge that completion of the roadway improvements contemplated by this Agreement will require the future dedication of additional public rights-of-way from property currently owned by the City. The City currently owns Utah County Parcel Nos. 13:050:0262 and 13:066:0024 (collectively, the "City Parcels"), which are located south of the Annexation Area.

The City and Leroy Love and Devin Chipman (collectively, the "Chipman Buyers") intend to enter into a separate Real Estate Purchase Agreement and related closing documents (collectively, the "REPA") governing the conveyance of the City Parcels. The REPA shall establish the purchase price, closing conditions, escrow requirements, conveyance documents, and other terms of the sale.

As a condition of the REPA and any subsequent development of the City Parcels, the Chipman Buyers shall dedicate to the City, without compensation, those portions of the City Parcels reasonably necessary for the public rights-of-way described in Section 5 of this

Agreement. Such dedication shall occur by subdivision plat or other recordable instrument approved by the City Engineer as a condition of final plat approval or, if no subdivision plat is required, prior to issuance of the first building permit benefiting from the roadway improvements, unless otherwise approved in writing by the City Engineer.

The obligations of the Chipman Buyers with respect to the City Parcels shall be governed by the REPA, the Roadway Dedication Covenant, and any applicable land use approvals. The conveyance of the City Parcels is a proprietary municipal transaction that is separate and independent from the City's legislative decision to annex the Annexation Area and shall not affect the validity or effectiveness of the annexation ordinance.

The parties acknowledge that the dedication requirements set forth in this Agreement are reasonably related to and proportionate to the anticipated transportation, access, and connectivity impacts associated with the development of the Annexation Area and the City Parcels.

SECTION 7 - Conveyance of Water Right: American Fork City Code 17.1.400, Conveyance of Water, requires conveyance of water shares/rights at the time of annexation unless the City determines that there is good and sufficient reason to delay the time of the conveyance. City and Applicants acknowledge and agree that the parties are unable to determine the quantity of shares/rights required for the Annexation Area at the present time and therefore, the City authorizes a delay in the time of conveyance of water shares/rights until the time of development. Any subsequent conveyance of water shares/rights shall be no more than what is required for the development of the Annexation Area as provided for under applicable City standards. A Water Delay Agreement is entered into by the parties concurrently with this Agreement and the terms of such Water Delay Agreement are incorporated into this Agreement as Attachment 5.

SECTION 8 - Open Ditches to be Piped: Applicants acknowledge that it is Applicants' burden in full to pipe any and all gravity irrigation conveyances (ditches), to the standards of the City and to the standards of the applicable irrigation company or private ditch easement holders as part of any forthcoming development within the Annexation Area.

SECTION 9 - Property Taxes and Rollback Taxes to be Paid on any Right-of-Way Dedicated to City: Applicants agree to pay any outstanding property taxes on the Annexation Area including any and all rollback taxes if the subject area is classified as "Greenbelt" with the Utah County Tax Assessor, for any areas identified as rights-of-way which are to be dedicated to City in connection with this Agreement. Proof of payment of these taxes shall be required prior to recording of this Agreement.

SECTION 10 - Impact Fees: No impact fees are required to be paid at this time as a condition of annexation. However, nothing in this Agreement constitutes a waiver of any obligation that Applicants or any successor may have for the payment of any generally applicable impact fees required as a condition of development of the Annexation Area or any portion thereof. Applicants acknowledge that no development approval or building permit shall

be issued until all applicable fees required by City ordinance have been paid at the amount then in effect.

SECTION 11 - Default: 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.

SECTION 12 - Notice: Any notice to be given hereunder shall be given by certified mail, return receipt requested, addressed as follows:

a. If to the City, to the City of American Fork, 51 East Main Street, American Fork Utah, 84003.

b. If to Applicants, to Devin Chipman, 3557 South 550 West, Nibley, Utah 84321.

SECTION 13 - Entire Agreement: This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and may be changed only in writing signed by all parties.

SECTION 43 — 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 enforceability of the remaining provisions hereof.

SECTION 15 - 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.

IN WITNESS WHEREOF, the parties have signed this agreement on the date first mentioned above.

AMERICAN FORK CITY

_____ _____

Bradley J. Frost, Mayor

ATTEST:

City Recorder

_____

Schmidt, Howard

Trustee of the Trust of the Chipman Marital Trust U/A/D November 14, 2004 and Trustee of the

Chipman Exemption Trust U/A/D November 14, 2004

_____

Watson, John D.

_____

Watson, Elaine

_____

Corp of Pres Bishop Church of Jesus Christ of LDS

_____

By

_____

Title

Attachment 1

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

CERTIFICATION OF PETITION FOR ANNEXATION

Chipman/Stake Center Annexation

July 29, 2026

VIA Email to:

Contact Sponsor – Devin Chipman
American Fork City Mayor and Council Members
Utah County Commissioners

I, Terilyn Lurker, the City Recorder for American Fork City, Utah County, Utah, do certify that I have reviewed the Petition for Annexation of the Chipman/Stake Center Annexation that was filed with my office on July 6, 2026. On July 28, 2026, the American Fork City Council adopted Resolution No. 2026-07-36R accepting the Petition for Annexation. I find that the petition meets the requirements of Utah Code Subsection 10-2-806 (3) and (4) and do hereby certify the Petition for Annexation in accordance with Utah Code Section 10-2-807(2).

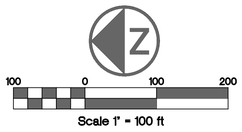
Dated this 29th day of July, 2026.

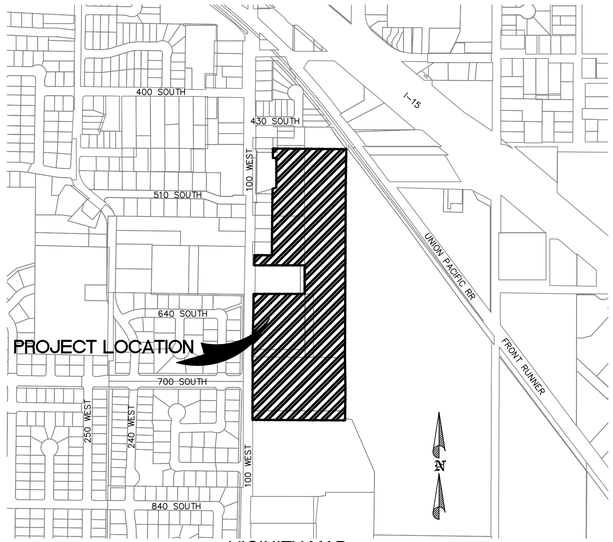
Terilyn Lurker

Terilyn Lurker, City Recorder

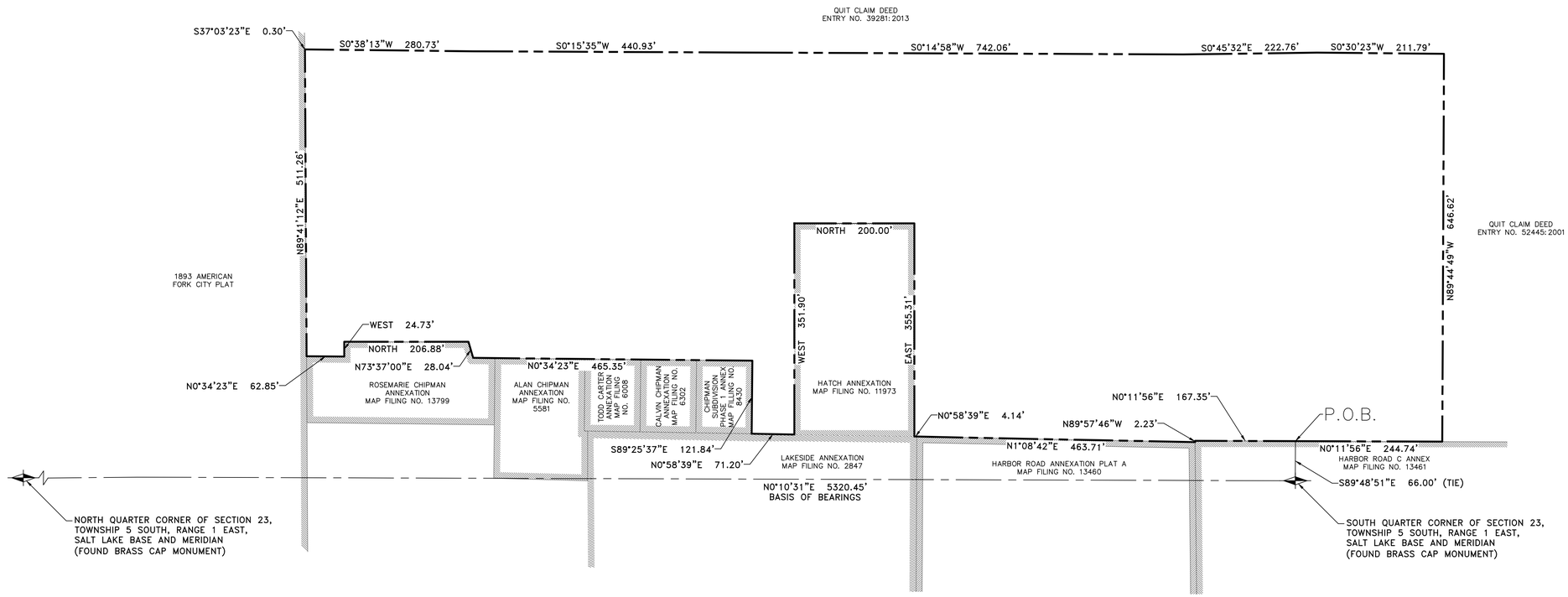
AMERICAN FORK CITY CORPORATE SEAL UTAH COUNTY STATE OF UTAH

Attachment 2





VICINITY MAP
AMERICAN FORK, UTAH
SCALE: 1" = 500'



WILDING
ENGINEERING
14721 South Heritage Crest Way
Bluffdale, Utah 84065
801.553.8112
www.wildingengineering.com

SURVEYOR'S CERTIFICATE

I, KAGAN M. DIXON DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD LICENSE NO. 9061091 IN ACCORDANCE WITH TITLE 58, CHAPTER 22 OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT. I FURTHER CERTIFY THAT THIS IS A TRUE AND ACCURATE MAP OF THE TRACT OF LAND TO BE ANNEXED TO AMERICAN FORK CITY, UTAH COUNTY, UTAH.

PROPERTY DESCRIPTION:

A TRACT OF LAND BEING SITUATE IN THE SOUTHEAST QUARTER OF SECTION 23, AND THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, HAVING A BASIS OF BEARINGS OF NORTH 00°10'31" EAST BETWEEN THE SOUTH QUARTER CORNER AND THE NORTH QUARTER CORNER OF SAID SECTION 23, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF HARBOR ROAD C ANNEXATION, ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER AS MAP FILING NO. 13461 WHICH IS SOUTH 89°48'51" EAST ALONG THE SECTION LINE A DISTANCE OF 66.00 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 23, AND RUNNING THENCE NORTH 00°11'56" EAST ALONG SAID EASTERLY LINE A DISTANCE OF 167.35 FEET TO THE NORTHEAST CORNER THEREOF; THENCE NORTH 89°57'46" WEST ALONG THE NORTHERLY LINE OF SAID PLAT A DISTANCE OF 2.23 FEET TO THE SOUTHEAST CORNER OF HARBOR ROAD ANNEXATION PLAT A ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER AS MAP FILING NO. 13460; THENCE NORTH 1°08'42" EAST ALONG SAID HARBOR ROAD ANNEXATION PLAT A 463.71 FEET TO THE SOUTHEAST CORNER OF LAKESIDE ANNEXATION PLAT, ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER AS MAP FILING NO. 2847; THENCE NORTH 00°58'39" EAST ALONG SAID EASTERLY LINE A DISTANCE OF 4.14 FEET TO THE SOUTHWEST CORNER OF HATCH ANNEXATION PLAT, ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER AS MAP FILING NO. 11973; THENCE ALONG SAID ANNEXATION PLAT THE FOLLOWING THREE (3) COURSES, 1) EAST 355.31 FEET, 2) NORTH 200.00 FEET, 3) WEST 351.90 FEET TO THE EASTERLY LINE OF SAID LAKESIDE ANNEXATION PLAT; THENCE NORTH 00°58'39" EAST ALONG SAID EASTERLY LINE A DISTANCE OF 71.20 FEET TO THE SOUTHERLY LINE OF CHIPMAN SUBDIVISION PHASE 1 ANNEXATION ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER AS MAP FILING NO. 8430; THENCE SOUTH 89°25'37" EAST ALONG SAID SOUTHERLY LINE A DISTANCE OF 121.84 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 00°34'23" EAST ALONG THE EASTERLY LINE OF SAID PLAT, THE EASTERLY LINE OF CALVIN CHIPMAN ANNEXATION PLAT, ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER AS MAP FILING NO. 6302, THE EASTERLY LINE OF TODD CARTER ANNEXATION PLAT, ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER AS MAP FILING NO. 6008, THE EASTERLY LINE OF ALAN CHIPMAN ANNEXATION PLAT, ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER AS MAP FILING NO. 5581, AND THE EASTERLY LINE OF ROSEMARIE CHIPMAN ANNEXATION PLAT, ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER AS MAP FILING NO. 13799 A DISTANCE OF 465.35 FEET TO THE EASTERLY CORNER OF SAID ROSEMARIE CHIPMAN ANNEXATION; THENCE ALONG SAID ANNEXATION PLAT THE FOLLOWING FOUR (4) COURSES, 1) NORTH 73°37'00" EAST 28.04 FEET, 2) NORTH 206.88 FEET, 3) WEST 24.73 FEET, 4) NORTH 00°34'23" EAST 62.85 FEET TO THE SOUTHERLY LINE OF THE ORIGINAL AMERICAN FORK CITY PLAT, ON FILE WITH THE OFFICE OF THE UTAH COUNTY SURVEYOR; THENCE NORTH 89°41'12" EAST ALONG SAID SOUTHERLY LINE A DISTANCE OF 511.26 FEET TO THE EASTERLY LINE OF THE CHIPMAN PROPERTY; THENCE ALONG SAID EASTERLY LINE THE FOLLOWING SIX (6) COURSES, 1) SOUTH 37°03'23" EAST 0.30 FEET, 2) SOUTH 00°38'13" WEST 280.73 FEET, 3) SOUTH 00°15'35" WEST 440.93 FEET, 4) SOUTH 00°14'58" WEST 742.06 FEET, 5) SOUTH 00°45'32" EAST 222.76 FEET, 6) SOUTH 00°30'23" WEST 211.79 FEET TO A POINT ON THE PROLONGATION OF SAID LINE, AND THE POINT ON A PROLONGATION OF THE SOUTHERLY LINE OF THAT CERTAIN QUIT CLAIM DEED ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER AS ENTRY NO. 52445:2001 THENCE NORTH 89°44'49" WEST ALONG SAID SOUTHERLY LINE A DISTANCE OF 646.62 FEET TO THE EASTERLY LINE OF SAID HARBOR ROAD ANNEXATION PLAT "C"; THENCE NORTH 00°11'56" EAST ALONG SAID EASTERLY LINE A DISTANCE OF 244.74 FEET TO THE POINT OF BEGINNING.

CONTAINS 1,045,032 SQUARE FEET OR 23.991 ACRES, MORE OR LESS.

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS NORTH 00°10'31" EAST (NAD83) BETWEEN THE SOUTH QUARTER CORNER AND THE NORTH QUARTER CORNER OF SAID SECTION 23, TOWNSHIP 5 SOUTH RANGE 1 EAST SALT LAKE BASE AND MERIDIAN.

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 TO THE CITY; ALL IN ACCORDANCE WITH THE PROVISIONS OF SECTION 10-2-806 AND/OR SECTION 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 CHIPMAN/STAKE CENTER ANNEXATION.

THIS _____ DAY OF _____, 20____ A.D.

_____
BRAD FROST, MAYOR

_____ _____
STACI CARROLL, COUNCIL MEMBER RYAN HUNTER, COUNCIL MEMBER

_____ _____
CLARK TAYLOR, COUNCIL MEMBER TIM HOLLEY, COUNCIL MEMBER

_____
ERNIE JOHN, COUNCIL MEMBER

ATTEST: _____
CLERK/RECORDER (SEE SEAL BELOW)

APPROVAL BY 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. 17-23-20 AS AMENDED.

_____
ANTHONY CANTO, COUNTY SURVEYOR

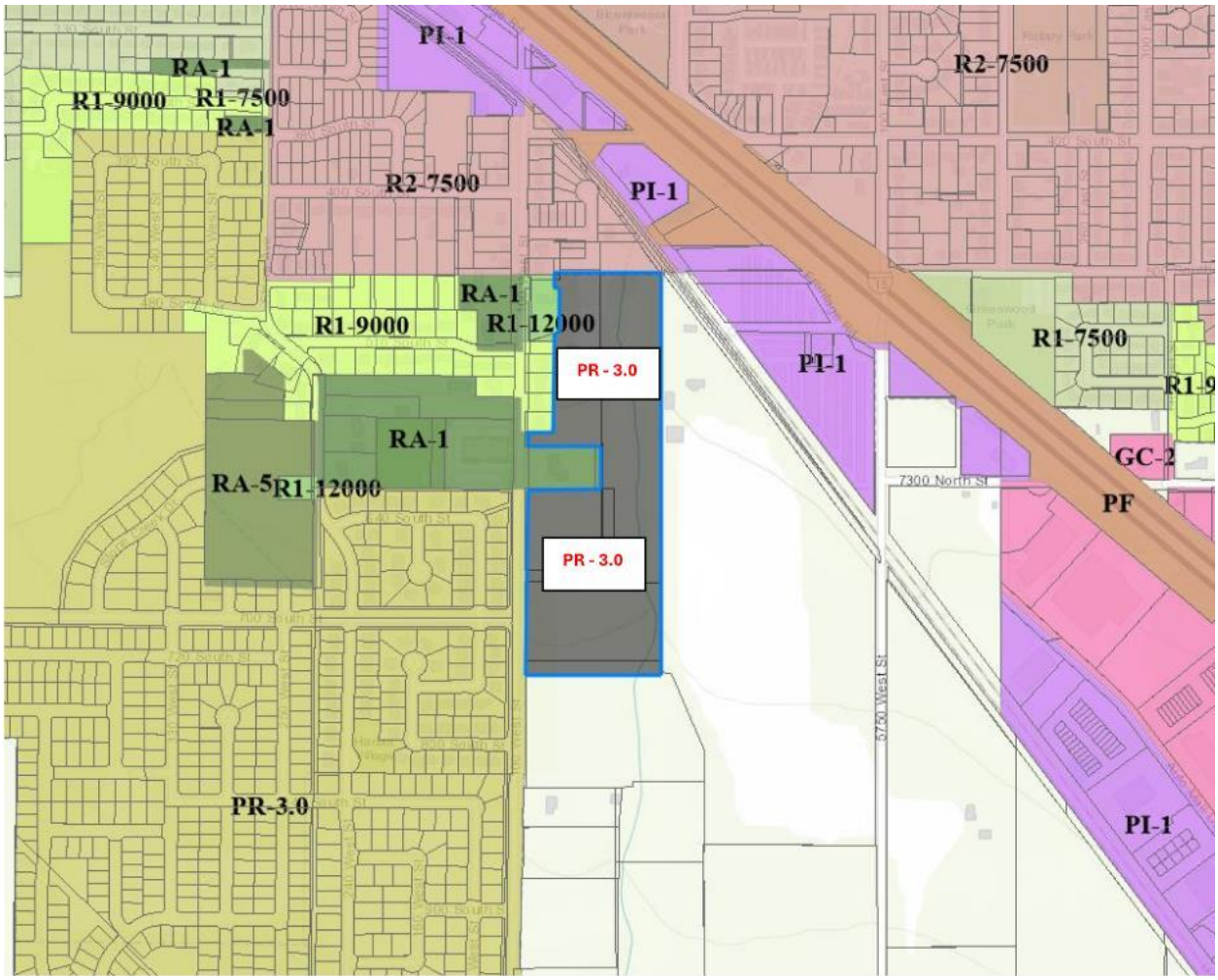
FINAL LOCAL ENTITY PLAT

CHIPMAN/STAKE CENTER ANNEXATION

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

SURVEYOR'S SEAL	CITY RECORDER SEAL	COUNTY RECORDER
PROFESSIONAL LAND SURVEYOR KAGAN M. DIXON No. 9061091 06/24/2026 STATE OF UTAH		

Attachment 3


PI-1
RA-1
R1-9000
R1-7500
RA-1
R2-7500
PI-1
R2-7500
RA-1
R1-9000
R1-12000
PR - 3.0
PI-1
R1-7500
RA-1
RA-5
R1-12000
PR - 3.0
GC-2
7300 North St
PF
5750 West St
PR-3.0
PI-1

Attachment 4

CHIPMAN - 700 S ROAD DEDICATION PLAT NO. 1

PORTION OF 700 SOUTH, AMERICAN FORK RIVER AND RIVER TRAIL
LOCATED IN THE
SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 1 EAST, AND
NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN.
AMERICAN FORK CITY, UTAH COUNTY, UTAH

Re-Submittal Acknowledgment Statement

The Applicant is responsible for reviewing all documents to ensure all comments have been addressed.

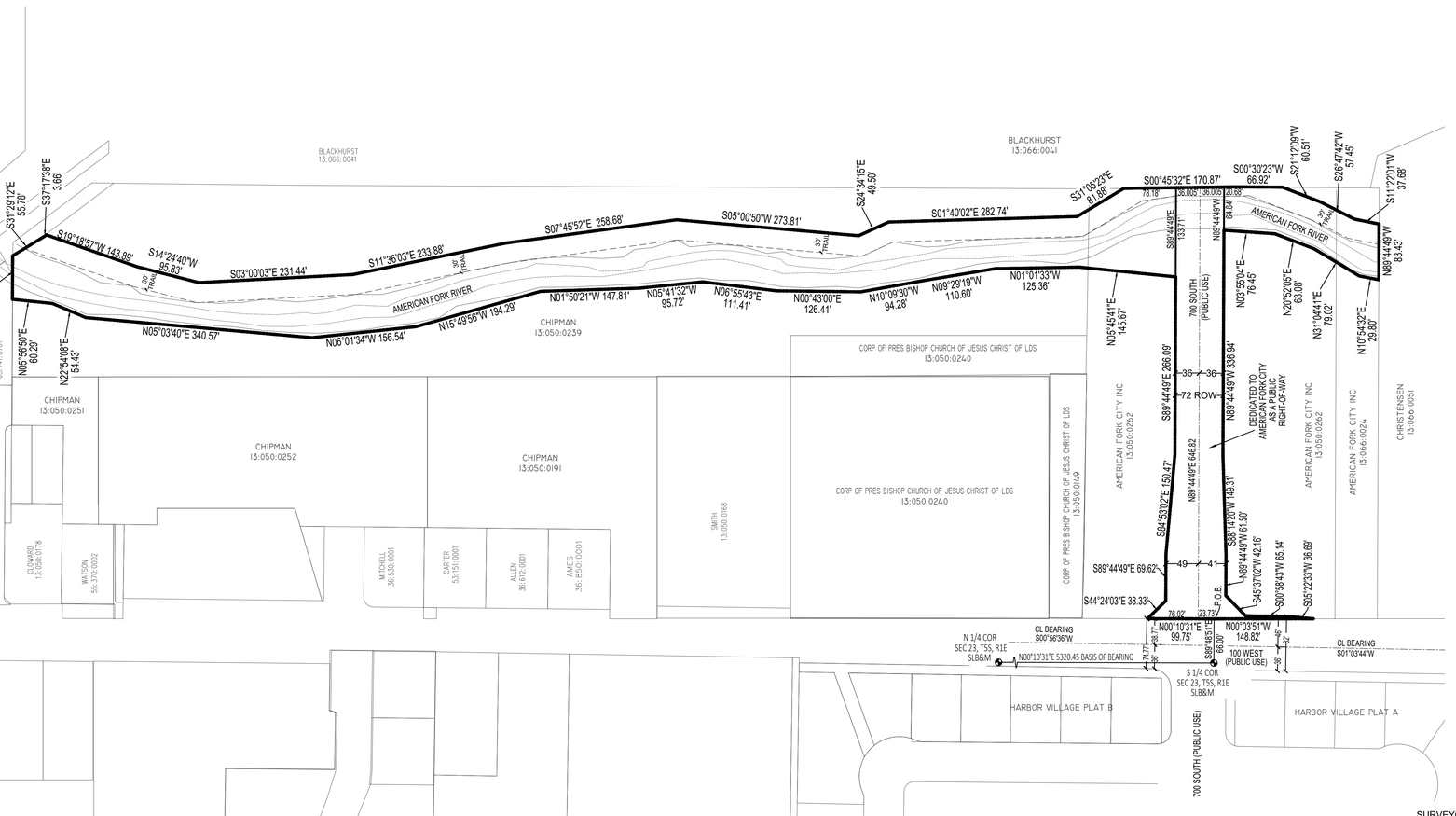
__KRB__ [Applicant Initial] I understand that a Review Cycle is not complete unless and until the applicant replies to all of the required modifications and requests for additional information noted on the previous submittal.

__KRB__ [Applicant Initial] I hereby acknowledge that this re-submittal addresses all required modifications and requests for additional information noted on the previous submittal.

__KRB__ [Applicant Initial] This is the ___1st___ [Ex: 1st] complete re-submittal of the subdivision constituting the start of the ___1st___ [Same Number] Review Cycle.

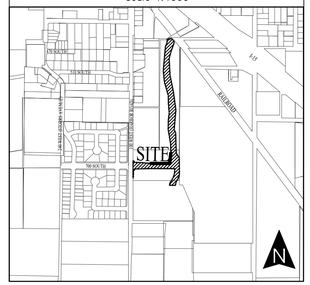
0 50 100 200 300

SCALE:_1"=100'



VICINITY SKETCH

scale 1:1000'



ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF UTAH } S.S.
ON THE ___ DAY OF _____, A.D. _____ PERSONALLY APPEARED BEFORE ME _____
WHO ACKNOWLEDGED TO BE TRUSTEE OF THE CHIPMAN MARITAL TRUST U/A/D NOVEMBER 14, 2004,
AND THAT, AS SUCH AUTHORIZED AGENT, BEING AUTHORIZED SO TO DO,
EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

NOTARY PUBLIC _____

NOTARY FULL NAME _____, A NOTARY COMMISSIONED IN UTAH.

COMMISSION NUMBER _____ MY COMMISSION EXPIRES _____

WATER RIGHT NOTE

OWNERS EXPRESSLY RESERVES ALL WATER RIGHTS ASSOCIATED WITH THIS ROAD DEDICATION PLAT AND DOES NOT CONVEY ANY SUCH RIGHTS TO AMERICAN FORK CITY AS PART OF THIS PLAT.

SURVEYOR
WILDING
ENGINEERING
14721 SOUTH HERITAGE CREST WAY
BLUFFDALE, UT 84065
(801) 553-8112

ENGINEER
berg
CIVIL ENGINEERING
1018 N DEER CREST LANE
ALPINE UT, 84004
office (801) 492-1277
cell (801) 616-1677

SURVEYOR'S CERTIFICATE

I, _____, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD A LICENSE IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT, UTAH CODE ANNOTATED, 1953 AS AMENDED, CERTIFICATE NO. _____. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, HAVE SUBDIVIDED SAID TRACT OF LAND INTO A PUBLIC STREET, HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-73-504, UTAH CODE ANNOTATED, 1953 AS AMENDED, HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT. I FURTHER CERTIFY THAT THIS PLAT IS TRUE AND CORRECT.

DATE (SEE SEAL BELOW)

BOUNDARY DESCRIPTION

BEGINNING AT A POINT LOCATED SOUTH 89°48'51" EAST 66.00 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE NORTH 00°10'31" EAST 99.75 FEET; THENCE SOUTH 44°24'03" EAST 38.33 FEET; THENCE SOUTH 89°44'49" EAST 69.62 FEET; THENCE SOUTH 84°53'02" EAST 150.47 FEET; THENCE SOUTH 89°44'49" EAST 266.09 FEET; THENCE NORTH 05°45'41" EAST 145.67 FEET; THENCE NORTH 01°01'33" WEST 125.36 FEET; THENCE NORTH 09°29'19" WEST 110.60 FEET; THENCE NORTH 10°09'30" WEST 94.28 FEET; THENCE NORTH 00°43'00" EAST 126.41 FEET; THENCE NORTH 06°55'43" EAST 111.41 FEET; THENCE NORTH 05°41'32" WEST 95.72 FEET; THENCE NORTH 01°50'21" WEST 147.81 FEET; THENCE NORTH 15°49'56" WEST 194.29 FEET; THENCE NORTH 06°01'34" WEST 156.54 FEET; THENCE NORTH 05°03'40" EAST 340.57 FEET; THENCE NORTH 22°54'08" EAST 54.43 FEET; THENCE NORTH 05°56'50" EAST 60.29 FEET; THENCE SOUTH 89°40'56" EAST 65.18 FEET; THENCE SOUTH 31°29'12" EAST 55.78 FEET; THENCE SOUTH 37°17'38" EAST 3.66 FEET; THENCE SOUTH 19°18'57" WEST 143.89 FEET; THENCE SOUTH 14°24'40" WEST 95.83 FEET; THENCE SOUTH 03°00'03" EAST 231.44 FEET; THENCE SOUTH 11°36'03" EAST 233.88 FEET; THENCE SOUTH 07°45'52" EAST 258.68 FEET; THENCE SOUTH 05°00'50" WEST 273.81 FEET; THENCE SOUTH 24°34'15" EAST 49.50 FEET; THENCE SOUTH 01°40'02" EAST 282.74 FEET; THENCE SOUTH 31°05'23" EAST 81.88 FEET; THENCE SOUTH 00°45'32" EAST 170.87 FEET; THENCE SOUTH 00°30'23" WEST 66.92 FEET; THENCE SOUTH 21°12'09" WEST 60.51 FEET; THENCE SOUTH 26°47'42" WEST 57.45 FEET; THENCE SOUTH 11°22'01" WEST 37.68 FEET; THENCE NORTH 89°44'49" WEST 83.43 FEET; THENCE NORTH 10°54'32" EAST 29.80 FEET; THENCE NORTH 31°04'41" EAST 79.02 FEET; THENCE NORTH 20°52'05" EAST 63.08 FEET; THENCE NORTH 03°55'04" EAST 76.45 FEET; THENCE NORTH 89°44'49" WEST 336.94 FEET; THENCE SOUTH 88°14'20" WEST 149.31 FEET; THENCE NORTH 89°44'49" WEST 61.50 FEET; THENCE SOUTH 45°37'02" WEST 42.16 FEET; THENCE SOUTH 00°58'43" WEST 65.14 FEET; THENCE SOUTH 05°22'33" WEST 36.69 FEET; THENCE NORTH 00°03'51" WEST 148.82 FEET TO THE POINT OF BEGINNING.

CONTAINS: 224,100 SF OR 5.14 ACRES

OWNER'S DEDICATION

THE UNDERSIGNED OWNERS OF THE PROPERTY DESCRIBED ABOVE AND SHOWN ON THIS PLAT, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO A STREET AND TRAIL CORRIDOR, AND DO HEREBY DEDICATE SAID STREET AND TRAIL CORRIDOR AS SHOWN HEREON FOR THE PERPETUAL USE OF THE PUBLIC.

IN WITNESS HEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____

DAY OF _____, A.D. _____

_____
NAME: BRAD FROST
TITLE: MAYOR OF AMERICAN FORK CITY

_____
NAME: _____
TITLE: TRUSTEE OF THE CHIPMAN MARITAL TRUST U/A/D NOVEMBER 14, 2004

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF UTAH } S.S.
ON THE ___ DAY OF _____, A.D. _____ PERSONALLY APPEARED BEFORE ME _____
BRAD FROST, MAYOR
WHICH PERSON ACKNOWLEDGED TO ME THAT HE EXECUTED THE FOREGOING DEDICATION IN HIS RESPECTIVE CAPACITIES ON BEHALF OF AMERICAN FORK CITY, IN ACCORDANCE WITH THE GOVERNING DOCUMENTS OF THE CITY.

NOTARY PUBLIC _____

NOTARY FULL NAME _____, A NOTARY COMMISSIONED IN UTAH.

COMMISSION NUMBER _____ MY COMMISSION EXPIRES _____

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF AMERICAN FORK CITY COUNTY OF UTAH, APPROVES THIS DEDICATION PLAT AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS AND EASEMENTS FOR THE PERPETUAL USE OF THE PUBLIC THIS

_____ DAY OF _____, A.D. ___.

MAYOR — CITY COUNCIL MEMBER
CITY COUNCIL MEMBER — CITY COUNCIL MEMBER
CITY COUNCIL MEMBER — CITY COUNCIL MEMBER

APPROVED _____ CITY ENGINEER ATTEST _____ CLERK-RECORDER

CHIPMAN - 700 S ROAD DEDICATION PLAT NO. 1

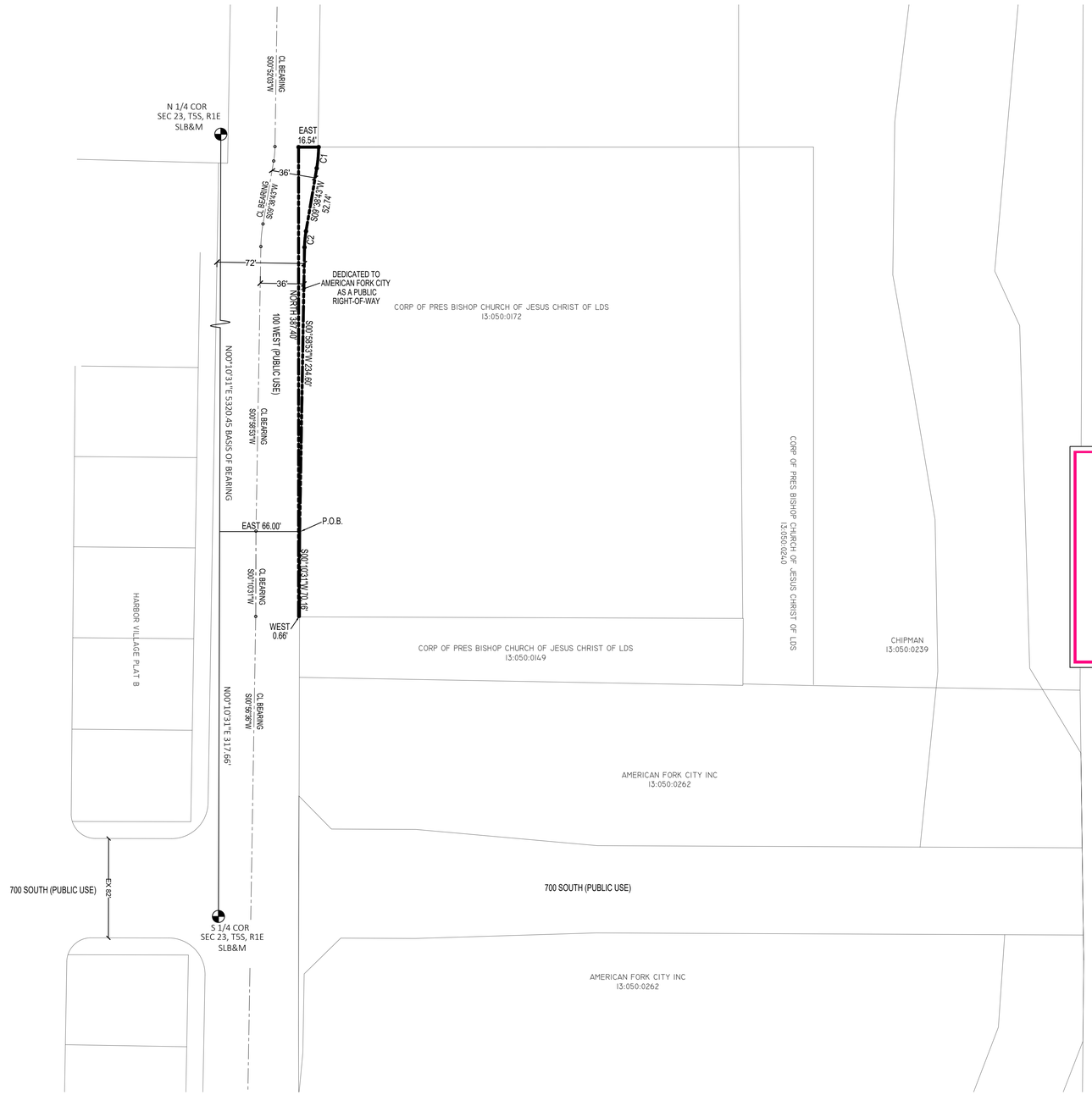
PORTION OF 700 SOUTH, AMERICAN FORK RIVER AND RIVER TRAIL
LOCATED IN THE
SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 1 EAST, AND
NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN.
AMERICAN FORK CITY, UTAH COUNTY, UTAH
SCALE: 1" = 100 FEET

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CLERK-RECORDER SEAL

2/4/2025

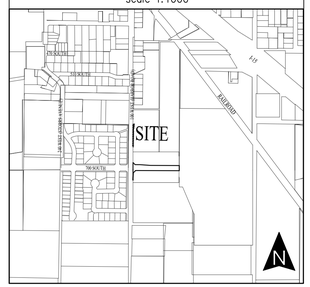
CHIPMAN - 100 W ROAD DEDICATION PLAT NO. 1

PORTION OF 100 WEST
LOCATED IN THE
SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN.
AMERICAN FORK CITY, UTAH COUNTY, UTAH



VICINITY SKETCH

scale 1:1000'



WATER RIGHT NOTE

OWNERS EXPRESSLY RESERVES ALL WATER RIGHTS ASSOCIATED WITH THIS ROAD DEDICATION PLAT AND DOES NOT CONVEY ANY SUCH RIGHTS TO AMERICAN FORK CITY AS PART OF THIS PLAT.

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
C1	112.00	17.53	08°58'10"	17.52	S05°09'38"W
C2	88.00	13.31	08°39'50"	13.29	S05°18'48"W

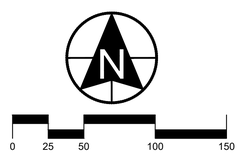
Re-Submittal Acknowledgment Statement

The Applicant is responsible for reviewing all documents to ensure all comments have been addressed.

KRB [Applicant Initial] I understand that a Review Cycle is not complete unless and until the applicant replies to all of the required modifications and requests for additional information noted on the previous submittal.

KRB [Applicant Initial] I hereby acknowledge that this re-submittal addresses all required modifications and requests for additional information noted on the previous submittal.

KRB [Applicant Initial] This is the 1st [Ex: 1st] complete re-submittal of the subdivision constituting the start of the 1st [Same Number] Review Cycle.



SCALE:_1"=50'

SURVEYOR'S CERTIFICATE

I, _____, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD A LICENSE IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT, UTAH CODE ANNOTATED, 1953 AS AMENDED, CERTIFICATE NO. _____. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, HAVE SUBDIVIDED SAID TRACT OF LAND INTO A PUBLIC STREET, HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-73-504, UTAH CODE ANNOTATED, 1953 AS AMENDED, HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT. I FURTHER CERTIFY THAT THIS PLAT IS TRUE AND CORRECT.

DATE (SEE SEAL BELOW)

BOUNDARY DESCRIPTION

BEGINNING AT A POINT LOCATED NORTH 00°10'31" EAST 317.66 FEET ALONG THE SECTION LINE AND EAST 66.00 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;
THENCE SOUTH 00°10'31" WEST 70.16 FEET; THENCE WEST 0.66 FEET;
THENCE NORTH 00°00'00" EAST 387.40 FEET; THENCE EAST 16.54 FEET; THENCE ALONG THE ARC OF A NON-TANGENT 112.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 17.53 FEET (CURVE HAVING A CENTRAL ANGLE OF 08°58'10" AND A LONG CHORD BEARS S05°09'38"W 17.52 FEET); THENCE SOUTH 09°38'43" WEST 52.74 FEET; THENCE ALONG THE ARC OF A 88.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 13.31 FEET (CURVE HAVING A CENTRAL ANGLE OF 08°39'50" AND A LONG CHORD BEARS S05°18'48"W 13.29 FEET); THENCE SOUTH 00°58'53" WEST 234.60 FEET TO THE POINT OF BEGINNING.

CONTAINS: 1,628 SF OR 0.04 ACRES

OWNER'S DEDICATION

THE UNDERSIGNED OWNERS OF THE PROPERTY DESCRIBED ABOVE AND SHOWN ON THIS PLAT, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO STREETS AND DO HEREBY DEDICATE ANY PUBLIC STREETS AND OTHER PUBLIC AREAS SHOWN THEREON FOR THE PERPETUAL USE OF THE PUBLIC. OWNERS EXPRESSLY RESERVES ALL WATER RIGHTS ASSOCIATED WITH THIS RIGHT-OF-WAY DEDICATION AND DOES NOT CONVEY ANY SUCH RIGHTS TO THE PUBLIC.

IN WITNESS HEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____
DAY OF _____, A.D. _____

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS,
a Utah corporation sole, f/k/a Corporation of the Presiding
Bishop of The Church of Jesus Christ of Latter-day Saints

_____
NAME: _____
TITLE: AUTHORIZED AGENT

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF UTAH } S.S.

ON THE ___ DAY OF _____, A.D. _____ PERSONALLY APPEARED BEFORE ME _____
WHO ACKNOWLEDGED HIMSELF TO BE THE AUTHORIZED AGENT OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, A UTAH CORPORATION SOLE, F/K/A CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, A UTAH CORPORATION SOLE, AND THE HE, AS SUCH AUTHORIZED AGENT, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

NOTARY PUBLIC _____

NOTARY FULL NAME _____, A NOTARY COMMISSIONED IN UTAH.

COMMISSION NUMBER _____ MY COMMISSION EXPIRES _____

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF AMERICAN FORK CITY COUNTY OF UTAH, APPROVES THIS DEDICATION PLAT AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS AND EASEMENTS FOR THE PERPETUAL USE OF THE PUBLIC THIS _____ DAY OF _____, A.D. ____.

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

APPROVED _____ CITY ENGINEER ATTEST _____ CLERK-RECORDER

CHIPMAN - 100 WEST ROAD DEDICATION PLAT NO. 1

PORTION OF 100 WEST
LOCATED IN THE
SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN.
AMERICAN FORK CITY, UTAH COUNTY, UTAH

SCALE: 1" = 50 FEET

SURVEYOR'S SEAL	CITY RECORDER	CLERK-RECORDER SEAL

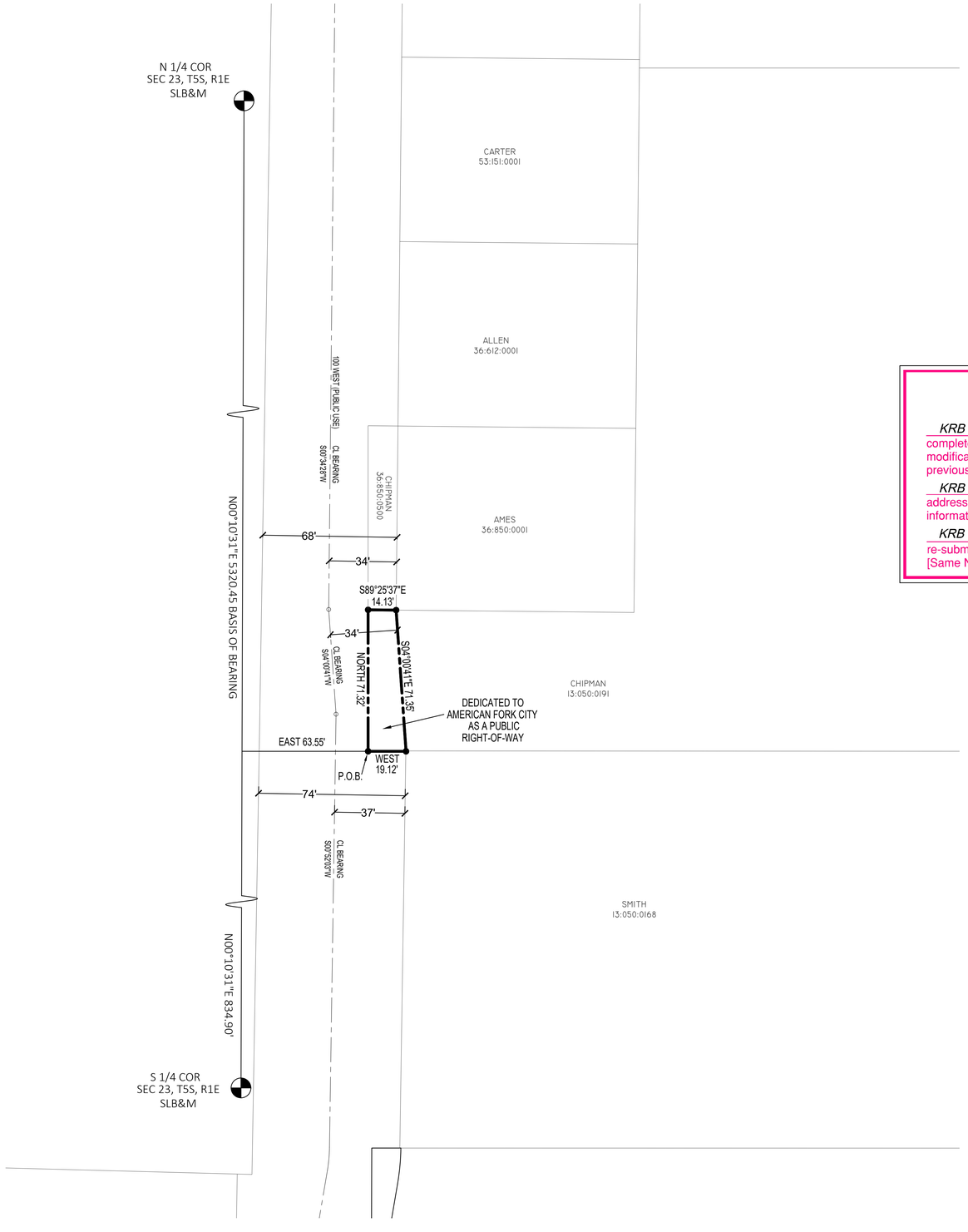
SURVEYOR
WILDING
ENGINEERING
14721 SOUTH HERITAGE CREST WAY
BLUFFDALE, UT 84065
(801) 553-8112

ENGINEER
berg
CIVIL ENGINEERING
1018 N DEER CREST LANE
ALPINE UT, 84004
office (801) 492-1277
cell (801) 616-1677

12/17/2024

CHIPMAN - 100 W ROAD DEDICATION PLAT NO. 2

PORTION OF 100 WEST
LOCATED IN THE
SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN.
AMERICAN FORK CITY, UTAH COUNTY, UTAH



VICINITY SKETCH

scale 1:1000'



WATER RIGHT NOTE

OWNERS EXPRESSLY RESERVES ALL WATER RIGHTS ASSOCIATED WITH THIS ROAD DEDICATION PLAT AND DOES NOT CONVEY ANY SUCH RIGHTS TO AMERICAN FORK CITY AS PART OF THIS PLAT.

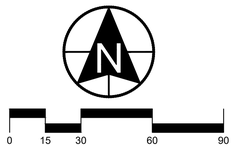
Re-Submittal Acknowledgment Statement

The Applicant is responsible for reviewing all documents to ensure all comments have been addressed.

KRB [Applicant Initial] I understand that a Review Cycle is not complete unless and until the applicant replies to all of the required modifications and requests for additional information noted on the previous submittal.

KRB [Applicant Initial] I hereby acknowledge that this re-submittal addresses all required modifications and requests for additional information noted on the previous submittal.

KRB [Applicant Initial] This is the *1st* [Ex: 1st] complete re-submittal of the subdivision constituting the start of the *1st* [Same Number] Review Cycle.



SCALE:_1"=30'

SURVEYOR'S CERTIFICATE

I, _____, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD A LICENSE IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT, UTAH CODE ANNOTATED, 1953 AS AMENDED, CERTIFICATE NO. _____. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, HAVE SUBDIVIDED SAID TRACT OF LAND INTO A PUBLIC STREET, HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-73-504, UTAH CODE ANNOTATED, 1953 AS AMENDED, HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT. I FURTHER CERTIFY THAT THIS PLAT IS TRUE AND CORRECT.

_____ DATE

_____ (SEE SEAL BELOW)

BOUNDARY DESCRIPTION

BEGINNING AT A POINT LOCATED NORTH 00°10'31" EAST 834.90 FEET ALONG THE SECTION LINE AND EAST 63.55 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE NORTH 00°00'00" EAST 71.32 FEET; THENCE SOUTH 89°25'37" EAST 14.13 FEET; THENCE SOUTH 04°00'41" EAST 71.35 FEET; THENCE WEST 19.12 FEET TO THE POINT OF BEGINNING.

CONTAINS: 1,184 SF OR 0.03 ACRES

OWNER'S DEDICATION

THE UNDERSIGNED OWNERS OF THE PROPERTY DESCRIBED ABOVE AND SHOWN ON THIS PLAT, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO STREETS AND DO HEREBY DEDICATE ANY PUBLIC STREETS AND OTHER PUBLIC AREAS SHOWN THEREON FOR THE PERPETUAL USE OF THE PUBLIC. OWNERS EXPRESSLY RESERVES ALL WATER RIGHTS ASSOCIATED WITH THIS RIGHT-OF-WAY DEDICATION AND DOES NOT CONVEY ANY SUCH RIGHTS TO THE PUBLIC.

IN WITNESS HEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____

DAY OF _____, A.D. _____

_____
NAME: _____
TITLE: AUTHORIZED AGENT

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF UTAH } S.S.

ON THE ___ DAY OF _____, A.D. _____ PERSONALLY APPEARED BEFORE ME _____

WHO ACKNOWLEDGED HIMSELF TO BE _____

_____, AND THE HE, AS SUCH AUTHORIZED AGENT, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

NOTARY PUBLIC _____

NOTARY FULL NAME _____, A NOTARY COMMISSIONED IN UTAH.

COMMISSION NUMBER _____ MY COMMISSION EXPIRES _____

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF AMERICAN FORK CITY COUNTY OF UTAH, APPROVES THIS DEDICATION PLAT AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS AND EASEMENTS FOR THE PERPETUAL USE OF THE PUBLIC THIS

_____ DAY OF _____, A.D. ___.

MAYOR | CITY COUNCIL MEMBER

CITY COUNCIL MEMBER | CITY COUNCIL MEMBER

CITY COUNCIL MEMBER | CITY COUNCIL MEMBER

CITY COUNCIL MEMBER | CITY COUNCIL MEMBER

APPROVED _____ CITY ENGINEER ATTEST _____ CLERK-RECORDER

CHIPMAN - 100 WEST ROAD DEDICATION PLAT NO. 2
PORTION OF 100 WEST
LOCATED IN THE
SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN.
AMERICAN FORK CITY, UTAH COUNTY, UTAH

SCALE: 1" = 30 FEET

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CLERK-RECORDER SEAL

SURVEYOR
WILDING
ENGINEERING
14721 SOUTH HERITAGE CREST WAY
BLUFFDALE, UT 84065
(801) 553-8112

ENGINEER
berg
CIVIL ENGINEERING
1018 N DEER CREST LANE
ALPINE UT, 84004
office (801) 492-1277
cell (801) 616-1677

01/17/2025

Attachment 5

WATER DELAY AGREEMENT FOR ANNEXATION

This Water Delay Agreement for Annexation ("**Agreement**") is entered into as of the _____ day of _____, 20___ ("**Effective Date**"), by and between _____ ("**Owner**"), and AMERICAN FORK CITY, a municipal corporation and political subdivision of the State of Utah ("**City**").

RECITALS

WHEREAS Owner is the owner of Parcel Nos. 13:050:0252, 13:050:0239, 13:050:0191("**Property**"), which are located outside of the City's current municipal boundaries; and

WHEREAS Owner has filed with the City a request to have the Property annexed into the City ("**Annexation Request**"); and

WHEREAS Section 17.1.400(C) of the City Code requires the conveyance of title to water rights concurrently with final action by the City Council on an annexation, except under pursuant to certain findings, terms, and conditions; and

WHEREAS City and Owner desire to enter into this Agreement as part of the findings, terms, and conditions required under Section 17.1.400(C) of the City Code.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants hereafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and City, incorporating the recitals set forth above, agree as follows:

AGREEMENT

1. Determination of City Council. The City Council, with the recommendation of the City Planning Commission, has determined that there is good and sufficient reason to delay the time of conveyance of water rights and/or water shares beyond the time of the City Council's final action on the Annexation Request. This determination was made in the City Council meeting held on _____, 20___. The basis and reasoning for the City Council's determination are included within the recording, minutes, and other documentation from said City Council meeting.

2. Water Rights/Shares. The specific water rights and/or water shares that may be conveyed to the City, and that pursuant to the terms and conditions of this Agreement are hereby committed to the City, which commitment is irrevocable by Owner and may be released by the City only as provided in this Agreement ("**Committed Water**"), are identified in Exhibit A of this Agreement.

3 Conveyance of Committed Water. Prior to the City's approval of any development on the Property that will require the delivery of water, the City will determine the amount of water rights/shares required for dedication and conveyance to the City in order to meet the water requirements of the development. Owner will convey clear title to the required amount of the Committed Water to the City. If the amount of water necessary for the development is less than the total amount of the Committed Water, the City will release the commitment (provided in paragraph 2 above) as to the unnecessary portion of the Committed Water. If the amount of water necessary for the development is more than the total amount of the Committed Water, Owner shall convey additional acceptable water rights/shares to the City to meet the dedication requirements. If the Committed Water consists of any water rights, the conveyance shall be by Warranty Deed and an accompanying Water Rights Deed Addendum. If the Committed Water consists of any water shares, the conveyance shall be by assignment, endorsement, and delivery of the appropriate share certificates. Owner acknowledges that under the Article XI, Section 6 of the Utah Constitution, City is prohibited from returning to Owner any portion of the Committed Water once it has been conveyed to the City.

4. Change Application. If any of the Committed Water consists of water rights, an express prerequisite for conveyance shall be the filing and approval of an Application for Permanent Change of Water ("**Change Application**") with the Utah Division of Water Rights ("**Division**") to convert the water rights to municipal use to be diverted from the City's wells. Prior to the filing of the Change Application, the water rights shall be reviewed by the City's water attorneys to ensure that the water rights are suitable for dedication. The City's water attorneys shall also prepare and prosecute the Change Application, with the full assistance and support of Owner. The water rights will be deemed acceptable for conveyance to the City under this paragraph upon the issuance of an Order approving the Change Application that is acceptable to the City and upon expiration of all applicable deadlines for requests for reconsideration and/or appeal of the Order. Owner shall be responsible for all costs associated with the Change Application, including but not limited to the City's attorney fees, application filing fees, and document fees.

5. Title to Committed Water. Owner shall convey unencumbered title to the Committed Water to the City. If the Committed Water consists of water rights, the City will obtain a water rights title insurance policy for the water rights. Owner shall be responsible for all costs associated with the water rights title insurance, including but not limited to the policy premium and recording fees. Owner shall be responsible for satisfying the requirements and conditions of the Title Commitment in order for the title company to issue a title insurance policy that is acceptable to the City. A water rights title insurance policy that is agreeable to the City is an express condition to the acceptability of the water rights for dedication and conveyance to the City. If the Committed Water consists of water shares, the City will obtain written confirmation of share ownership and current payment of all assessments from the respective water company/companies. Owner shall be responsible for all costs associated with obtaining the written confirmation. From the date of this Agreement until the Committed Water is conveyed to the City, Owner shall not sell or otherwise dispose of the Committed Water, nor shall Owner allow any liens or encumbrances upon the Committed Water that would prevent Owner from conveying unencumbered title to the Committed Water to the City.

6. Cessation of Owner's Use. Upon conveyance of the Committed Water to the City, Owner shall immediately cease any and all use of the Committed Water.

7. Successors and Assigns. Pursuant to the terms of this Agreement, Owner shall have the right to assign its rights, duties, and obligations. The parties acknowledge that the rights, duties, and obligations of Owner will also apply to any successor or assign of Owner, and that the use of the term "Owner" in this contract includes Owner's successors or assigns.

8. Ownership of Water Facilities. Nothing in this Agreement shall alter the ownership of any wells or other water facilities of Owner or City.

9. Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes all prior agreements and understandings concerning the commitment and conveyance of water rights for the Property. This Agreement shall not be amended, modified, or terminated except by written instrument signed by all parties.

10. Construction and Enforcement. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah. This Agreement may be specifically enforced.

11. Third Party Beneficiaries. This Agreement is not intended to and shall not create any rights in any person or entity not a party to this Agreement.

12. Attorney Fees. In any action arising out of this Agreement, the prevailing party shall be entitled to costs and reasonable attorney fees.

13. Further Assurances. After the execution of this Agreement, the parties agree to execute and deliver such documents, and to take or cause to be taken all such other actions, as either party may reasonably deem necessary or appropriate in order to carry out the intents and purposes of this Agreement.

14. Severability. If any term, covenant, or condition of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and the remainder of the Agreement shall remain in full force and effect.

15. Authority of Parties. The persons signing this Agreement represent and warrant that they have full authority to do so and that their corporation or entity has undertaken and obtained whatever formalities and approvals are necessary to enter into this Agreement.

16. Counterparts. This Agreement may be executed in multiple counterparts, all of which taken together shall comprise one agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

AMERICAN FORK CITY

_____ Attest: _____
Bradley J. Frost, Mayor Terilyn Lurker, City Recorder

STATE OF UTAH)
:ss
COUNTY OF _____)

On the _____ day of _____, 20___, personally appeared before me Bradley J. Frost and Terilyn Lurker, known to me to be the Mayor and City Recorder, respectively, of American Fork City, who acknowledged to me that they executed the within Water Delay Agreement pursuant to the approval and authorization of the City Council at a regular meeting at which a quorum was in attendance.

_____
NOTARY PUBLIC

[OWNER]

_____
Schmidt, Howard
Trustee of the Trust of the Chipman Marital Trust U/A/D November 14, 2004 and Trustee of the Chipman Exemption Trust U/A/D November 14, 2004

STATE OF UTAH)
:ss
COUNTY OF _____)

On the _____ day of _____, 20___, _____ personally appeared before me and duly acknowledged that he/she executed this Water Delay Agreement for the purposes stated therein.

_____
NOTARY PUBLIC

EXHIBIT A

Description of Water Rights and/or Water Shares Committed to the City

AFIC - No. 9158 of 5.17 shares for the Chipman Family Trust

AFIC - No. 9215 of 0.50 shares for the Chipman Family Trust

WATER DELAY AGREEMENT FOR ANNEXATION

This Water Delay Agreement for Annexation ("**Agreement**") is entered into as of the _____ day of _____, 20___ ("**Effective Date**"), by and between _____ ("**Owner**"), and AMERICAN FORK CITY, a municipal corporation and political subdivision of the State of Utah ("**City**").

RECITALS

WHEREAS Owner is the owner of Parcel Nos. 13:050:0172, 13:050:0240, 13:050:0149, ("**Property**"), which are located outside of the City's current municipal boundaries; and

WHEREAS Owner has filed with the City a request to have the Property annexed into the City ("**Annexation Request**"); and

WHEREAS Section 17.1.400(C) of the City Code requires the conveyance of title to water rights concurrently with final action by the City Council on an annexation, except under pursuant to certain findings, terms, and conditions; and

WHEREAS City and Owner desire to enter into this Agreement as part of the findings, terms, and conditions required under Section 17.1.400(C) of the City Code.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants hereafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and City, incorporating the recitals set forth above, agree as follows:

AGREEMENT

2. Determination of City Council. The City Council, with the recommendation of the City Planning Commission, has determined that there is good and sufficient reason to delay the time of conveyance of water rights and/or water shares beyond the time of the City Council's final action on the Annexation Request. This determination was made in the City Council meeting held on _____, 20___. The basis and reasoning for the City Council's determination are included within the recording, minutes, and other documentation from said City Council meeting.

2. Water Rights/Shares. The specific water rights and/or water shares that may be conveyed to the City, and that pursuant to the terms and conditions of this Agreement are hereby committed to the City, which commitment is irrevocable by Owner and may be released by the City only as provided in this Agreement ("**Committed Water**"), are identified in Exhibit A of this Agreement.

3. Conveyance of Committed Water. Prior to the City's approval of any development on the Property that will require the delivery of water, the City will determine the amount of water rights/shares required for dedication and conveyance to the City in order to meet the water requirements of the development. Owner will convey clear title to the required amount of the Committed Water to the City. If the amount of water necessary for the development is less than the total amount of the Committed Water, the City will release the commitment (provided in paragraph 2 above) as to the unnecessary portion of the Committed Water. If the amount of water necessary for the development is more than the total amount of the Committed Water, Owner shall convey additional acceptable water rights/shares to the City to meet the dedication requirements. If the Committed Water consists of any water rights, the conveyance shall be by Warranty Deed and an accompanying Water Rights Deed Addendum. If the Committed Water consists of any water shares, the conveyance shall be by assignment, endorsement, and delivery of the appropriate share certificates. Owner acknowledges that under the Article XI, Section 6 of the Utah Constitution, City is prohibited from returning to Owner any portion of the Committed Water once it has been conveyed to the City.

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5. Title to Committed Water. Owner shall convey unencumbered title to the Committed Water to the City. If the Committed Water consists of water rights, the City will obtain a water rights title insurance policy for the water rights. Owner shall be responsible for all costs associated with the water rights title insurance, including but not limited to the policy premium and recording fees. Owner shall be responsible for satisfying the requirements and conditions of the Title Commitment in order for the title company to issue a title insurance policy that is acceptable to the City. A water rights title insurance policy that is agreeable to the City is an express condition to the acceptability of the water rights for dedication and conveyance to the City. If the Committed Water consists of water shares, the City will obtain written confirmation of share ownership and current payment of all assessments from the respective water company/companies. Owner shall be responsible for all costs associated with obtaining the written confirmation. From the date of this Agreement until the Committed Water is conveyed to the City, Owner shall not sell or otherwise dispose of the Committed Water, nor shall Owner allow any liens or encumbrances upon the Committed Water that would prevent Owner from conveying unencumbered title to the Committed Water to the City.

6. Cessation of Owner's Use. Upon conveyance of the Committed Water to the City, Owner shall immediately cease any and all use of the Committed Water.

7. Successors and Assigns. Pursuant to the terms of this Agreement, Owner shall have the right to assign its rights, duties, and obligations. The parties acknowledge that the rights, duties, and obligations of Owner will also apply to any successor or assign of Owner, and that the use of the term "Owner" in this contract includes Owner's successors or assigns.

8. Ownership of Water Facilities. Nothing in this Agreement shall alter the ownership of any wells or other water facilities of Owner or City.

9. Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes all prior agreements and understandings concerning the commitment and conveyance of water rights for the Property. This Agreement shall not be amended, modified, or terminated except by written instrument signed by all parties.

10. Construction and Enforcement. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah. This Agreement may be specifically enforced.

11. Third Party Beneficiaries. This Agreement is not intended to and shall not create any rights in any person or entity not a party to this Agreement.

12. Attorney Fees. In any action arising out of this Agreement, the prevailing party shall be entitled to costs and reasonable attorney fees.

13. Further Assurances. After the execution of this Agreement, the parties agree to execute and deliver such documents, and to take or cause to be taken all such other actions, as either party may reasonably deem necessary or appropriate in order to carry out the intents and purposes of this Agreement.

14. Severability. If any term, covenant, or condition of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and the remainder of the Agreement shall remain in full force and effect.

15. Authority of Parties. The persons signing this Agreement represent and warrant that they have full authority to do so and that their corporation or entity has undertaken and obtained whatever formalities and approvals are necessary to enter into this Agreement.

16. Counterparts. This Agreement may be executed in multiple counterparts, all of which taken together shall comprise one agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

AMERICAN FORK CITY

_____ Attest: _____

Bradley J. Frost, Mayor Terilyn Lurker, City Recorder

STATE OF UTAH)
:ss
COUNTY OF _____)

On the _____ day of _____, 20___, personally appeared before me Bradley J. Frost and Terilyn Lurker, known to me to be the Mayor and City Recorder, respectively, of American Fork City, who acknowledged to me that they executed the within Water Delay Agreement pursuant to the approval and authorization of the City Council at a regular meeting at which a quorum was in attendance.

_____
NOTARY PUBLIC

[OWNER]

_____
Corp of Pres Bishop Church of Jesus Christ of LDS

_____
By

_____
Title

STATE OF UTAH)
:ss
COUNTY OF _____)

On the _____ day of _____, 20___, _____ personally appeared before me and duly acknowledged that he/she executed this Water Delay Agreement for the purposes stated therein.

_____
NOTARY PUBLIC

EXHIBIT A

Description of Water Rights and/or Water Shares Committed to the City

Please reference assignment of water shares: AFIC - No. 9763 for the Corp of Pres Bishop Church of Jesus Christ of LDS

Request for Council Action
City of American Fork
September 8, 2026

DEPARTMENT: Administration
SUBMITTED BY: Terilyn Lurker

AGENDA ITEM: Review and action on a resolution accepting the petition for the Series 38 Annexation located in the vicinity of 330 East 580 South consisting of approximately 1.5 acres.

SUMMARY RECOMMENDATION: Staff would recommend acceptance of the petition.

BACKGROUND: The annexation petition for the Series 38 Annexation was submitted to the recorder's office on August 24, 2026. This is the first step in the annexation process. If accepted, the city recorder will certify the petition and the 30-day protest period will begin.

The applicant will then work with Development Services and Engineering on an annexation agreement, which will be brought back to the city council for final approval.

BUDGET IMPACT: NA

SUGGESTED MOTION:
ACCEPTANCE:
Move to adopt the resolution accepting the petition for the Series 38 Annexation located in the vicinity of 330 East 580 South consisting of approximately 1.5 acres.

SUPPORTING DOCUMENTS:
4. Resolution accepting the Petition for Annexation - Series 38.pdf

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A PETITION FOR ANNEXATION OF APPROXIMATELY 1.423 ACRES LOCATED IN THE VICINITY OF 330 EAST 580 SOUTH, KNOWN AS THE SERIES 38 ANNEXATION, FROM SCOTT WRIGHT, OWNER OF REAL PROPERTY OF LAND, INTO AMERICAN FORK CITY.

WHEREAS, on August 24, 2026, the owners of certain real property, Scott Wright, filed a petition with the city recorder requesting that property located in the vicinity of 330 East 580 South 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 approximately 1.43 acres of real property knowns as the Series 38 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 8th day of September, 2026.

_____

Bradley J. Frost, Mayor

ATTEST:

_____

Terilyn Lurker, City Recorder

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

Petition for Annexation

Petition Title: Series 330

Property Location: 576 S. 330 E. American Fork Acreage: 1.37

Property Owner Names:	Property Address:	Parcel ID#:
Scott Wright	576 S. 330 E. AF, UT	13:052:0041

(Attach Additional Sheets if needed)

Sponsor Name: Tyler Arrington Phone: [redacted]

Address: [redacted]

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.

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

Petition for Annexation Signature Page

Notice:

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

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

Signature	Printed Name	Parcel ID
	SCOTT M WRIGHT	

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)

LIST OF AFFECTED ENTITIES TO WHICH NOTICE WAS SENT

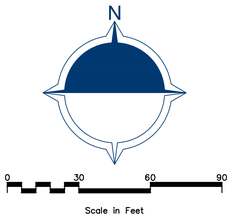
The attached written notice to the following listed affected entities was sent on the _____ day of June, 2026.

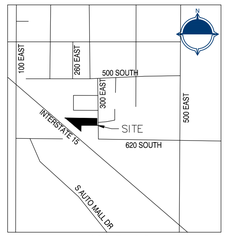
Name and Address of Affected Entities:

Utah county clerk	100 E. Center St. Suite 3100 Prov, UT
Utah County Commissioners	51 S. University Ave Prov, UT
Utah County Treasurer	100 E. Center St. Suite 1200 Prov, UT
Utah County Boundary Commission	100 E. Center St Prov, UT
Utah County Surveyor	2855 S. State St. Prov, UT
Central Utah Water Conservancy District	1426 E. 750 N. Orem, UT
N. Utah County "	" " 75 N. Center St. American Fork
Central Utah 911	3047 N. 400 W. Spanish Fork, UT
Mtnland Assoc of Governments	586 E. 800 N. Orem, UT
N. Pointe Solid Waste Special Service District	2000 W. 200 S. Lindon, UT
N Utah Valley Animal Services	193 N. 2000 W. Lindon, UT
Timpanogas special service district	P.O. Box 923 American Fork.
Alpine School District	575 N 100 E. American Fork, UT

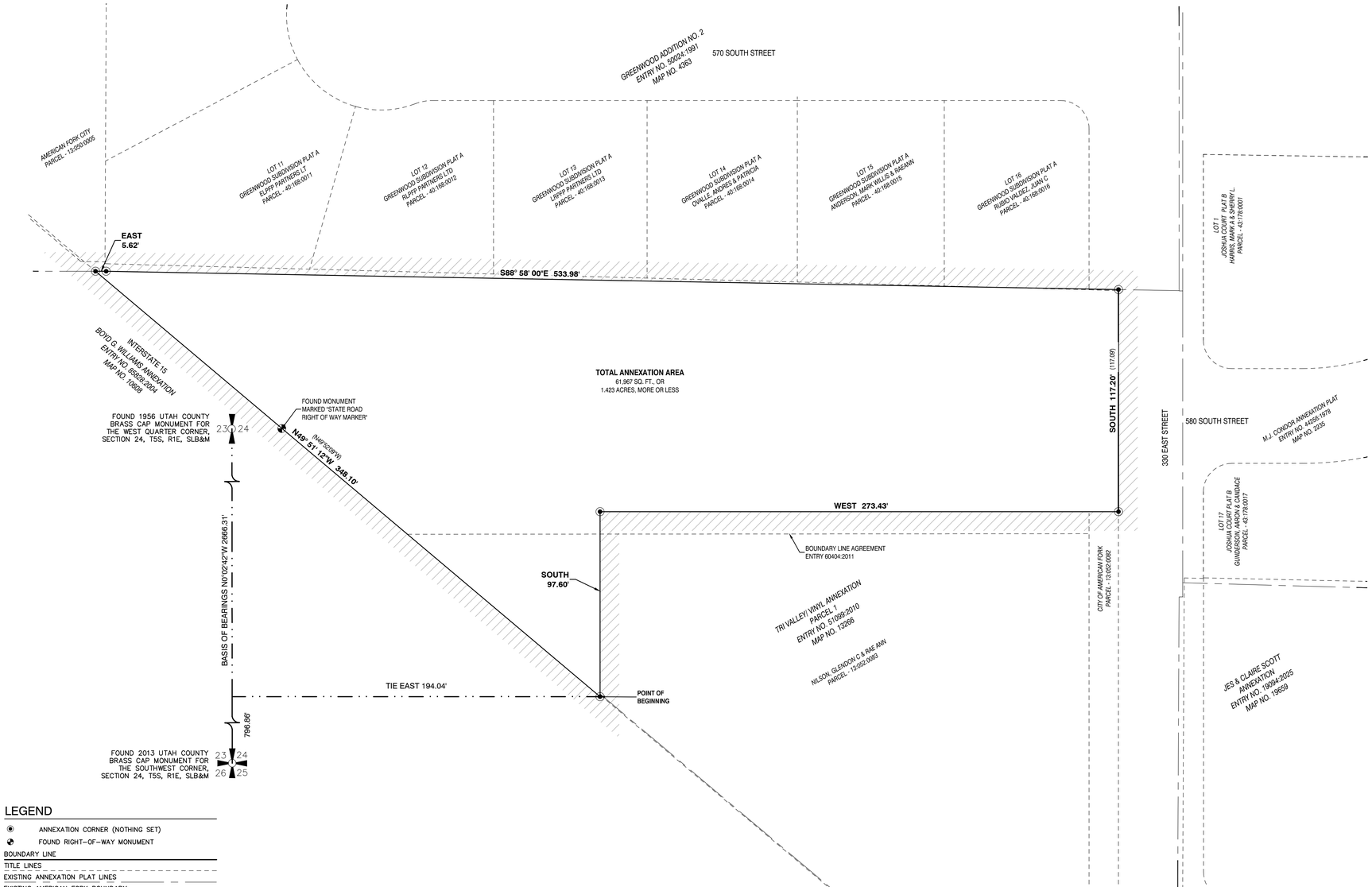
FINAL LOCAL ENTITY PLAT
SERIES 38 ANNEXATION

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 24 AND THE
SOUTHEAST QUARTER OF SECTION 23,
TOWNSHIP 5 SOUTH, RANGE 1 EAST
SALT LAKE BASE AND MERIDIAN
AMERICAN FORK CITY, UTAH COUNTY, UTAH





VICINITY MAP
(N.T.S.)



LEGEND

- ANNEXATION CORNER (NOTHING SET)
- FOUND RIGHT-OF-WAY MONUMENT
- BOUNDARY LINE
- TITLE LINES
- EXISTING ANNEXATION PLAT LINES
- EXISTING AMERICAN FORK BOUNDARY

ANNEXATION NOTES

1. RECORD BEARINGS AND DISTANCES SHOWN IN (PARENTHESES).

SURVEYOR'S CERTIFICATE

I, BRANSON L. MUNFORD, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 13730595 AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT THIS IS A TRUE AND ACCURATE MAP OF THE TRACT OF LAND TO BE ANNEXED TO AMERICAN FORK CITY, UTAH COUNTY, UTAH.

PROFESSIONAL LAND SURVEYOR
BRANSON L. MUNFORD
No. 13730595
7/14/26
STATE OF UTAH

BRANSON L. MUNFORD, PLS 13730595

BOUNDARY DESCRIPTION

BEGINNING AT A POINT IN THE NORTHERLY RIGHT-OF-WAY LINE OF INTERSTATE - 15, LINE ALSO BEING THE NORTHERLY LINE OF THE BOYDE G. WILLIAMS ANNEXATION PLAT (ENTRY NO. 85828:2004) SAID POINT BEING NORTH 0°02'42" WEST 796.86 FEET ALONG THE SECTION LINE AND EAST 194.04 FEET FROM THE FOUND 2013 BRASS CAP MONUMENT FOR THE SOUTHWEST CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;
THENCE NORTH 49°51'12" WEST 348.10 FEET ALONG SAID RIGHT-OF-WAY TO A POINT IN THE SOUTHERLY LINE OF THE GREENWOOD ADDITION NO. 2 ANNEXATION PLAT (ENTRY NO. 50024:1991);
THENCE ALONG SAID GREENWOOD ADDITION NO.2 ANNEXATION THE FOLLOWING TWO COURSES:
(1) EAST 5.62 FEET;
(2) SOUTH 88°58'00" EAST 533.98 FEET TO THE NORTHWEST CORNER OF PARCEL 1 OF THE TRI VALLEY / VINYL ANNEXATION PLAT (ENTRY NO 51099:2010);
THENCE ALONG SAID PARCEL 1 THE FOLLOWING THREE COURSES:
(1) SOUTH 117.20 FEET (117.09 FEET BY RECORD);
(2) WEST 273.43 FEET;
(3) SOUTH 97.60 FEET TO THE POINT OF BEGINNING.

CONTAINS:
61,967 SQUARE FEET, OR
1.423 ACRES, MORE OR LESS

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY WAS ESTABLISHED AS NORTH 0°02'42" WEST BETWEEN THE SOUTHWEST AND THE WEST QUARTER CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN. PER THE NAD27 UTAH STATE PLANE COORDINATES.

APPROVAL OF LEGISLATIVE BODY

WE, THE DULY ELECTED 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 RESOLUTION SETTING FORTH ITS INTENT TO ANNEX THE TRACT, PROVIDED NOTICE AND CONDUCTED HEARINGS ON THE MATTER AND ADOPTED AN ORDINANCE 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 PROVISIONS OF SECTION 10-2-812 UTAH CODE, 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 HERE AFTER AS THE SERIES 38 ANNEXATION.

DATED THIS_____DAY OF_____, AD 20___

MAYOR

CITY COUNCIL MEMBER

CITY COUNCIL MEMBER

CITY COUNCIL MEMBER

CITY COUNCIL MEMBER

CITY COUNCIL MEMBER

CITY COUNCIL MEMBER

ATTEST:
CLERK - CITY RECORDER

APPROVAL BY 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.

COUNTY SURVEYOR

SERIES 38 ANNEXATION

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 24 AND THE
SOUTHEAST QUARTER OF SECTION 23,
TOWNSHIP 5 SOUTH, RANGE 1 EAST
SALT LAKE BASE AND MERIDIAN
AMERICAN FORK CITY, UTAH COUNTY, UTAH

PREPARED BY:

LEGEND ENGINEERING
52 WEST 100 NORTH
HEBER CITY, UT 84032
PHONE: 435-654-4828

DATE:	7/14/26
SCALE:	1"=30'
PAGE:	1 OF 1
PROJECT:	S26-014

CITY RECORDER SEAL

RECORDER

Request for Council Action
City of American Fork
September 8, 2026

DEPARTMENT: Development Services
SUBMITTED BY: Terilyn Lurker

AGENDA ITEM: Review and action on a proposed Request for Consideration for a project known as American Fork Hotel located at 714 S 600 E. The applicants for this project request consideration of an adjustment in parking to decrease the number of required parking stalls as outlined in Section 17.5.133(D) of the American Fork Municipal Code.

SUMMARY RECOMMENDATION: On August 19, 2026, the Planning Commission recommended denying the Request for Consideration for the reduction in parking stalls.

BACKGROUND: The applicant has petitioned the Planning Commission for a reduction in the standard parking requirements for their proposed hotel. In accordance with Section 17.5.133 Off-Street Parking, subsection "D", adjustments to the parking may be permitted by the City Council after the recommendation of the City Council.

The applicant has provided a Concept Plan and Parking Analysis of their total portfolio for their hotels, with their reduction request specific to their proposed hotel in American Fork. Generally, an applicant makes this request a the site plan stage, however, due to this type of request usually being made at the final stage of the process during site plan consideration, a denial is very costly and impactful, and consideration of making this request in advance of a formal application was suggested by the Development Services Director in order to establish the project requirements from the very beginning of the process.

The total number of rooms the applicant is proposing is 122 with a proposed parking stall requirement of 129 for the site. That equates to 1.06 stalls per room. The American Fork City parking requirement, in accordance with Section 17.5.133(C)(6), Commercial Lodgings, is 1.25 stalls per room. The parking requirement, per code, requires 153 parking stalls. The project intends to solely be a hotel lodging facility, and will not have a conference room, or restaurant facility that can be used by external patrons, which generally increases parking demands at a facility like this. The Planning Commission considered this request, and voted 5-2 to recommend denial of this request.

City Council has the discretion to approve this reduction in parking, as outlined in 17.5.133(D) - Adjustments. If the request for consideration for reduced parking is approved, the applicant must submit a Traffic Impact Study (TIS) as part of their development application. The TIS must include documented evidence demonstrating that the proposed reduction in parking stalls will not result in vehicles parking off-site onto the public right-of-way.

BUDGET IMPACT: N/A

SUGGESTED MOTION: Approval

I move to approve the proposed American Fork Hotel Request for Consideration relating to a reduction in parking stalls, located at 714 S 600 E in the GC-2 Zone, to 129 stalls to their 122 rooms

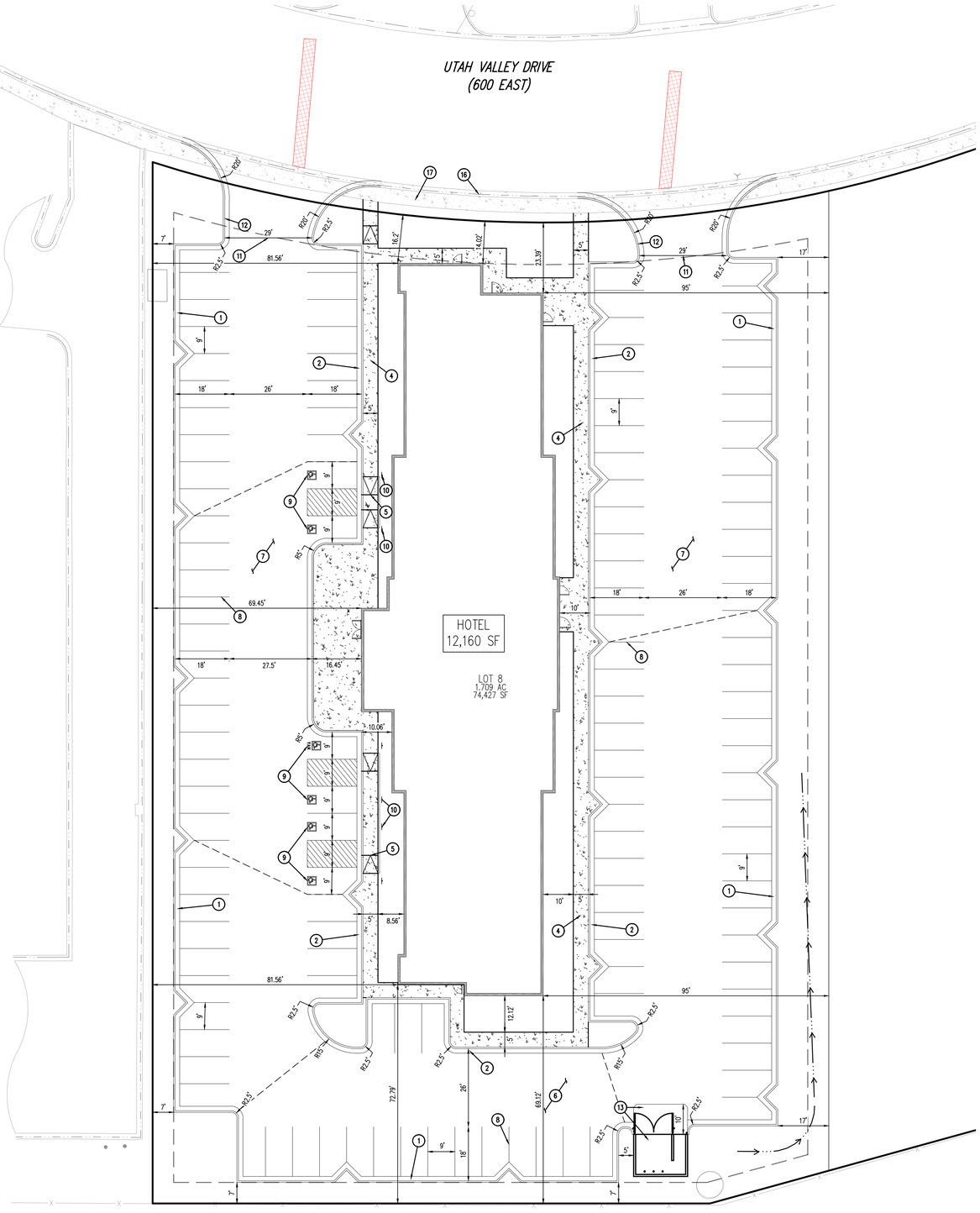
Denial

I move to deny the proposed American Fork Hotel Request for Consideration relating to a reduction in parking stalls, located at 714 S 600 E in the GC-2 Zone.

Table

I move to table action for the proposed American Fork Hotel Request for Consideration relating to a reduction in parking stalls, located at 714 S 600 E in the GC-2 Zone, and instruct staff/developer to ...

SUPPORTING DOCUMENTS:
1. TGG3.20_C1.0 Site Plan.pdf
2. Parking Analysis.pdf
Am. Fork Landscape standards.pdf
hotel parking comparison.pdf
UT Parking[81].pdf



SCHEDULE

1. 24" COLLECTION CURB AND GUTTER PER APWA STANDARD PLAN NO. 205.2 TYPE "E". SEE SHEET C5.1
2. 24" REVERSE PLAN CURB AND GUTTER. SEE DETAIL 3/C5.0
3. TRANSITION BETWEEN COLLECTION AND REVERSE PAN CURB & GUTTER
4. 4" THICK CONCRETE SIDEWALK PER APWA STANDARD PLAN NO. 231 AND SPECIFICATIONS. CONCRETE TO BE 6" THICK IN DRIVE APPROACH AREAS. SEE SHEET C5.1
5. ACCESSIBLE ACCESS RAMP PER APWA STANDARD PLAN NO. 236 AN SPECIFICATIONS. SEE SHEET C5.2
6. PARKING AREA ASPHALT PAVEMENT. SEE DETAIL 1/C5.0 PER GEOTECHNICAL REPORT
7. HEAVY DUTY ASPHALT PAVEMENT. SEE DETAIL 2/C5.0 PER GEOTECHNICAL REPORT
8. 4" WIDE SOLID WHITE PAVEMENT MARKING PER M.U.T.C.D. STANDARD PLANS
9. PAINTED ADA SYMBOL AND ASSOCIATED HATCHING. SEE DETAIL 7/C5.0
10. "ACCESSIBLE PARKING" SIGN PER ADA STANDARDS. SEE DETAILS 4-6/C5.0
11. DRIVE APPROACH PER PG CITY STANDARD DWG. #5. SEE SHEET C5.0
12. TAPER CURB TO TIE INTO SIDEWALK
13. TRASH ENCLOSURE: 6' SPLIT FACED MCU WALL (STAINED EARTH-TONE IN COLOR) AND GATED. 8" CONCRETE PAD AND APRON (10' WIDE MIN WIDTH, #4 REBAR @ 18" O.C. E.W.) ON 12" AGGREGATE BASE PER GEOTECHNICAL REPORT. SEE PLEASANT GROVE NOTE 11/C0.1. SEE DETAILS 9@10/C5.0
14. CONCRETE APRON, 6" CONCRETE OVER 6" AGGREGATE BASE, WITH ZURN TRENCH DRAIN (COORDINATE WITH DRAINAGE PLAN)
15. REMOVE OR SAWCUT EXISTING CURB & GUTTER AND REMOVE EXISTING SIDEWALK TO ACCOMMODATE DRIVE APPROACH
16. EXISTING CURB & GUTTER TO REMAIN. PROTECT IN PLACE
17. EXISTING SIDEWALK
18. CITY STREET LIGHT (TO BE INSTALLED BY CITY)
19. SITE LIGHTING. SEE PHOTOMETRIC PLANS FOR DETAILS
20. BOLLARD. SEE DETAIL 13/C5.0

SITE LEGEND

- PROPERTY BOUNDARY LINE
- ADJACENT PROPERTY BOUNDARY LINE
- RIGHT OF WAY BOUNDARY LINE
- ROAD CENTERLINE
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- LANDSCAPE SETBACK LINE
- SIGHT TRIANGLE
- PROPOSED SAWCUT LINE
- PROPOSED SWALE FLOWLINE
- EXISTING TO REMAIN
- PROPOSED NEW
- PROPOSED CURB AND GUTTER
- PROPOSED SPILL CURB AND GUTTER
- EXISTING CURB AND GUTTER
- EXISTING FENCE TO REMAIN
- PROPOSED FENCE
- PROPOSED FENCE
- ADA PATH OF TRAVEL
- PARKING COUNT
- EXISTING SIGN
- PROPOSED SIGN
- PROPOSED PIPE BOLLARD
- PROPOSED ADA PARKING SYMBOL
- PROPOSED WHEEL STOP
- PROPOSED DETECTABLE WARNING TRUNCATED DOMES
- PROPOSED PAD MOUNTED TRANSFORMER
- EXISTING LIGHT POLE
- PROPOSED SITE LIGHTING
- EXISTING FIRE HYDRANT
- PROPOSED FIRE HYDRANT
- EXISTING TREE

PAVING LEGEND

- CONCRETE SIDEWALK
- STANDARD DUTY CONCRETE
- HEAVY DUTY CONCRETE
- STANDARD DUTY ASPHALT
- HEAVY DUTY ASPHALT
- EXISTING CONCRETE SIDEWALK
- EXISTING GRAVEL ROAD

LOT 43 - SITE SUMMARY		
DESCRIPTION	AREA (SF)	PERCENTAGE
PAVEMENT	45,941	61.7%
BUILDING	12160	16.3%
LANDSCAPING	16326	21.9%
OPEN SPACE		#####
TOTAL SITE	74,427 1.709 ACRES	

DATA TABLE	
NUMBER OF ROOMS	122
STANDARD STALLS	121
TOTAL ACCESSIBLE STALLS	6
VAN ACCESSIBLE STALLS	1
TOTAL STALLS	127

0 10 20
SCALE: 1"=20'

CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL INFORMATION FOR FINAL ACCEPTANCE OF WORK FOR ANY LOCAL, STATE OR FEDERAL AGENCY, UTILITY DISTRICT OR ANY OTHER AGENCY OR DISTRICT HAVING APPROVAL AUTHORITY OVER WORK. THIS INFORMATION MAY INCLUDE, BUT IS NOT LIMITED TO, AS-BUILT PLANS, CERTIFICATIONS, INSPECTIONS AND REPORTS.

CONTRACTOR RESPONSIBLE FOR AS-BUILT DRAWINGS, TESTS, REPORTS AND/OR ANY OTHER CERTIFICATES OR INFORMATION AS REQUIRED FOR ACCEPTANCE OF WORK FROM CITY, UTILITY DISTRICTS OR ANY OTHER GOVERNING AGENCY.

NOTE: CONTRACTOR SHALL PROTECT ALL EXISTING SURVEY MONUMENTATION. CONTRACTOR SHALL HAVE LICENSED SURVEYOR REPLACE ANY DAMAGED OR DISTURBED MONUMENTATION AT THEIR COST.

NOTE: CONTRACTOR MUST COORDINATE WORK WITH UTILITY COMPANY AND CITY PRIOR TO BEGINNING WORK AND IS RESPONSIBLE FOR ALL MATERIALS, LABOR, REPAIRS, ETC. TO COMPLETE WORK AND RESTORE AREA TO SAME STATE PRIOR TO STARTING WORK

BENCHMARK

THE PROJECT BENCHMARK IS THE

PROJECT BENCHMARK ELEVATION = XXXX.XX' (NAVD88)

CAUTION - NOTICE TO CONTRACTOR

1. ALL UTILITY LOCATIONS SHOWN ARE BASED ON MAPS PROVIDED BY THE APPROPRIATE UTILITY COMPANY AND FIELD SURFACE EVIDENCE AT THE TIME OF SURVEY AND IS TO BE CONSIDERED AN APPROXIMATE LOCATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE LOCATION OF ALL UTILITIES, PUBLIC OR PRIVATE, WHETHER SHOWN ON THE PLANS OR NOT, PRIOR TO CONSTRUCTION. REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO CONSTRUCTION.

Know what's below. Call before you dig.

2. WHERE A PROPOSED UTILITY CROSSES AN EXISTING UTILITY, IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF SUCH EXISTING UTILITY, EITHER THROUGH POTHOLING OR ALTERNATIVE METHOD. REPORT INFORMATION TO THE ENGINEER PRIOR TO CONSTRUCTION.

Galloway
1221 S Valley Grove Wy., Suite 140
Pleasant Grove, UT 84062
801.922.1332
GallowayUS.com
Galloway & Company, LLC

PRELIMINARY
NOT FOR BIDDING
NOT FOR CONSTRUCTION

AMERICAN FORK HOTEL

#	Date	Issue / Description	Init.

Project No:	TGC3.20
Drawn By:	DSM
Checked By:	BAP
Date:	07/29/2026

SITE PLAN

C1.0

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TGC Portfolio Parking Analysis

	Number of Rooms	Number of Parking Space	Ratio	
Total Portfolio	3,536	3,808	1.08	41 Hotels
Portfolio Average	101	108	1.07	
Woodspring Brand Totals	1,658	1,744	1.05	16 Hotels
Woodspring Brand Average	119	124	1.04	
American Fork Requirement	122	153	1.25	
American Fork Requested amendment	122	129	1.06	
Projected Parking Need	**Number of Rooms**	**Estimated Occupancy**	**Employees on site**	**Estimated stalls needed on average**
	122	75%	3.00	94.50

Section 14.17.040 Parking lots—Design standards

1. Interior landscaping requirement. Landscaping is required in the interior of parking lots to direct traffic, to shade cars and structures, to reduce heat and glare and to screen cars from adjacent properties. (See Development Services Design Standards for further information.) The interior of all parking lots shall be landscaped as follows:

a. One landscaped island, parallel to parking spaces, is required for each twenty linear parking spaces. In lieu of the standard landscape island, one "orchard style" landscape island may be used for every six linear parking spaces. The orchard style landscape islands shall be evenly spaced between end landscape islands.

b. Landscape islands must be at least one hundred forty square feet. The narrowest/smallest dimension of a parking lot island shall be eight feet, measured from back of curb to back of curb.

c. Orchard style landscape islands shall be six feet by six feet square minimum.

d. One landscaped divider island, parallel to the parking lot drive aisles, designed to prevent diagonal movement across the parking lot, shall be located for every three parking lot drive aisles.

e. A landscape island is required at the end of every row of parking spaces, regardless of length or number of spaces.

f. Barrier curbing on all sides adjacent to the parking lot surface is required to protect each landscape islands from vehicles.

g. Landscaping of the interior of a parking lot shall include a combination of any trees, shrubs, grasses, perennials, annuals, and landscape boulders.

Minimum Hotel Parking Requirements

General Commercial Zoning | Lehi, Orem, Spanish Fork & Pleasant Grove, Utah

City	Zoning District	Minimum Parking Required for Hotels	Code Reference
Lehi, UT	Citywide standard (applies in commercial zones)	**1 space per sleeping/guest unit** + 1 space per employee (largest regular shift)	Development Code, Table 37.080
Orem, UT	Citywide standard, SLU Code 1510 (applies in commercial zones)	**1 stall per room**	Zoning Code §22-7-12 (Parking)
Pleasant Grove, UT	C-G General Commercial	**1 space per living or sleeping unit**	City Code §10-18-3

Source Data

Lehi, UT — Table 37.080 – Off-Street Parking Requirements (Development Code, Ch. 37) https://media-002-us.cdn.govstack.com/lehi-ut-us/media/m0adxvdn/tbl37080-parking-new.pdf

Lehi, UT — Development Code document index (Codes & Ordinances) https://www.lehi-ut.gov/government/codes-ordinances/development-code/

Orem, UT — Zoning Code §22-7-12 – Off-Street Parking (via Zoneomics code library) https://www.zoneomics.com/code/orem-UT/chapter_15

Pleasant Grove, UT — §10-18-3 – Minimum Number of Parking Spaces Required (American Legal Publishing) https://codelibrary.amlegal.com/codes/pleasantgroveut/latest/pleasantgrove_ut/0-0-0-26171

Notes

- **Lehi and Pleasant Grove** express the standard slightly differently, but both effectively land at approximately **1 stall per room**, with Lehi additionally requiring 1 stall per employee on the largest regular shift.
- **Orem and Pleasant Grove** use the simplest formulation: a flat **1 stall per room**, with no separate employee add-on.
-

TGC HOSPITALITY MANAGEMENT

August 30, 2026

To Whom It May Concern:

This letter is submitted on behalf of TGC Hospitality Management in support of the parking plan for the proposed extended-stay hotel development referenced in the accompanying application. Its purpose is to explain the parking ratio standard our company applies to hotel developments and to confirm that the parking supply proposed for this project meets that standard.

TGC Hospitality Management operates a portfolio of more than 40 extended-stay hotels located across 23 states. Based on this operating experience, our company evaluates parking adequacy using data drawn from guest demand patterns, employee shift overlap, and observed occupancy across our existing properties. Our internal standard for a desired room count to parking ratio is one (1) parking stall per guest room. We have found this ratio to reliably accommodate guest vehicles, staff parking during shift changes, and incidental visitor parking without creating overflow conditions, even during periods of high occupancy.

The proposed development provides a parking ratio of 1.09 stalls per guest room, exceeding our internal 1:1 standard by approximately 9%. Based on our operating experience with comparable extended-stay properties of similar size and market profile, we consider a ratio of 1.09 stalls per guest room to be more than adequate to meet the parking demand generated by this hotel, including guest, employee, and visitor parking needs.

Please feel free to contact our office directly if any additional information or documentation is needed to support this application.

Sincerely,

Leslie McClure

Leslie McClure
President
TGC Hospitality Management

6

Request for Council Action
City of American Fork
September 8, 2026

DEPARTMENT: Finance
SUBMITTED BY: Terilyn Lurker

AGENDA ITEM: Review and action on an ordinance repealing and replacing Chapter 12.16 of the American Fork City Code with a new Chapter 12.16 entitled “Park Strips and Trees”.

SUMMARY RECOMMENDATION: Staff recommends approval.

BACKGROUND: Under the leadership of the American Fork City Urban Forester, Brady McNaughton, public works and parks division employees along with direction from City Legal, Heather Schriever, have reviewed the existing code and are providing a new, rewritten chapter 12.16 to provide codification, repeal of conflicting provisions, severability and an effective date for an updated park strips and trees ordinance.

BUDGET IMPACT: No anticipated impact from this process. All budget expenses will be part of current budget and current operation practice and procedures.

SUGGESTED MOTION: Move to adopt the ordinance repealing and replacing Chapter 12.16 of the American Fork City Code with a new Chapter 12.16 entitled "Park Strips and Trees."

SUPPORTING DOCUMENTS:
08.25.26 - Ordinance Replacing Chapter 12.16.docx
08.25.26 - Chapter 12.16 Redlined.docx
08.25.26 - Park Strips and Trees Code Change Summary.docx

ORDINANCE NO. _____

AN ORDINANCE OF THE AMERICAN FORK CITY COUNCIL REPEALING CHAPTER 12.16 OF THE AMERICAN FORK CITY CODE AND REPLACING IT WITH A NEW CHAPTER 12.16 ENTITLED "PARK STRIPS AND TREES"; PROVIDING FOR CODIFICATION, REPEAL OF CONFLICTING PROVISIONS, SEVERABILITY, AND AN EFFECTIVE DATE

WHEREAS, American Fork City is authorized under Utah law to regulate the use and maintenance of public rights-of-way and to adopt ordinances protecting the public health, safety, and welfare; and

WHEREAS, the City Council finds that the existing provisions of Chapter 12.16 should be repealed and replaced with updated regulations governing park strips, public right-of-way trees, urban forestry practices, and maintenance responsibilities in order to better protect public infrastructure, promote public safety, preserve the City's urban forest, and clarify the respective responsibilities of the City and adjacent property owners; and

WHEREAS, the City Council has determined that repealing the existing chapter and replacing it in its entirety will provide a clearer, more comprehensive regulatory framework; and

WHEREAS, the City has taken into consideration the impact the ordinance may have on family health, stability, and formation.

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

Section 1. Repeal and Replacement.

Chapter 12.16 of the American Fork City Code is repealed in its entirety and replaced with a new Chapter 12.16 as set forth in Exhibit A.

Section 2. Codification.

The provisions of this ordinance shall be codified in the American Fork City Code. The City Recorder is authorized to make non-substantive formatting, numbering, and cross-reference corrections necessary to accomplish codification.

Section 3. Penalty and Indigent Defense.

Violations of Chapter 12.16 are subject to the penalties provided in Chapter 1.28 of the American Fork City Code and the penalty and enforcement provisions of Chapter 12.6. If a violation of this ordinance includes any possibility of imprisonment, the City is required, pursuant to Utah Code Section 78B-22-301, to provide for indigent defense services to eligible individuals as required by law.

Section 4. Severability.

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, the remaining portions shall remain in full force and effect.

Section 5. Effective Date.

This ordinance shall become effective upon publication as required by law.
PASSED AND ADOPTED by the American Fork City Council this ____ day of _____, 2026.

AMERICAN FORK CITY

_____
Bradley J. Frost
Mayor

ATTEST:

_____
Terilyn Lurker, City Recorder

EXHIBIT A

PARK STRIP AND TREES

Sec. 12.16.010 Purpose

The purpose of this chapter is to:

A. Promote public health, safety, and welfare;

B. Protect public rights-of-way, sidewalks, streets, utilities, and other public infrastructure;

C. Preserve and enhance the City's urban forest;

D. Establish standards for the planting, maintenance, protection, and removal of trees;

E. Clarify the responsibilities of adjacent property owners and the City; and

F. Minimize conflicts between trees, utilities, transportation facilities, and public improvements.

Sec 12.16.020 Definitions

For the purposes of this section, the following words shall have the following meanings:

A. Adjacent Property. Any side of real property located next to a park strip.

B. Approved Tree List. The list of tree species approved by the Urban Forester for planting within public rights-of-way.

C. Hazard tree. A tree which has been deemed by the Urban Forester to present a risk of injury to persons or damage to structures, utilities, public improvements, or other property or that is causing material damage to public infrastructure**,** due to disease, infestation, structural defects, instability, root damage, or similar conditions.

D. Heritage tree. A tree characterized by one or more of the following: having historical significance, being part of a historical site, or being of a rare or unusual species. The tree advisory board may advise the city forester in determining whether a tree should be designated as a heritage tree.

E. Nuisance Tree. A tree located on private property that causes or is causing damage to a public street, curb, gutter, sidewalk, park strip, utility, or other public improvement constitutes a hazard tree for purposes of this chapter.

F. Park strip. The landscape area within a public right-of-way located between the back of street curb and the sidewalk, or in the absence of a sidewalk, the right-of-way line.

G. Protective measures. Any steps taken to safeguard the appearance, health, condition, or continued viability of a protected tree. Typical examples are: physical structures limiting access to a protected tree, pruning to allow access to a site, supplemental watering or fertilization, washing of canopy to remove dust or other residues, berms or grading to prevent erosion or silting in a protected root zone, signage indicating protected status of trees, or other methods deemed necessary at the time of authorization.

H. Public property. Any public right-of-way, park, street, sidewalk, easement, or other ground owned by American Fork City.

I. Public Right-of-Way. Any street, alley, sidewalk, park strip, easement or other property dedicated or owned by the city for public use.

J. Public Right-of-Way Tree. Any tree located wholly or partially within a public right-of-way.

K. Tree Maintenance. Activities intended to promote the health, safety, and appearance of a tree, including watering, fertilization, mulching, pruning, pest management, and protection from damage. .

L. Urban Forester. The employee designated by the City Administrator to administer and enforce this chapter.

Sec 12.16.030 Ownership, Control, and Maintenance Responsibilities.

A. Public rights-of-way, including park strips, are owned or controlled by the city.
B. Maintenance obligations imposed by this chapter do not create any ownership interest in public property or the landscaping located therein.
C. Except as otherwise provided herein, the adjacent property owner shall maintain landscaping, irrigation systems, and trees located within the park strip adjacent to the owner's property.
D. The City retains authority over all public right-of-way trees.
E. The City may plant, maintain, prune, remove, replace, or otherwise manage trees and landscaping within public rights-of-way as necessary to protect public health, safety, welfare, infrastructure, and utilities.
F. No person may plant, remove, relocate, or substantially alter a public right-of-way tree except as authorized by this chapter or approved by the Urban Forester.

Sec 12.16.040 Urban Forester Authority

The Urban Forester shall administer and enforce this chapter and may:

A. Approve tree species and planting locations;
B. Establish and maintain the Approved Tree List;
C. Inspect trees and landscaping subject to this chapter;
D. Determine whether a tree constitutes a hazard tree;
E. Require pruning, relocation, replacement, or removal of trees planted or maintained in violation of this chapter;
F. Approve alternative tree species and planting locations where consistent with the purposes of this chapter; and
G. Adopt administrative procedures necessary to implement this chapter.

Sec. 12.16.050 Approved Tree List

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B. The Approved Tree List is incorporated by reference into this chapter.
C. The Approved Tree List may classify trees based upon:

1. Park strip width;
2. Mature size (small, medium, or large);
3. Growth characteristics;
4. Utility conflicts;
5. Infrastructure compatibility;
6. Disease resistance; and
7. Other urban forestry considerations.

D. The Approved Tree List shall be maintained as an administrative document and may be amended by the Urban Forester without amendment to this chapter.
E. The Approved Tree List shall be available to the public and posted on the City's website.

Sec. 12.16.055 Prohibited Tree List

A. The Urban Forester shall establish and maintain a Prohibited Tree List identifying tree species that may not be planted within public rights-of-way.

B. The Prohibited Tree List is incorporated by reference into this chapter.

C. No person shall plant a tree identified on the Prohibited Tree List within any public right-of-way or park strip.

D. The Prohibited Tree List may be amended administratively by the Urban Forester and shall be made available on the City's website

Sec. 12.16.060 Tree Planting Standards

A. Trees planted within public rights-of-way shall comply with the Approved Tree List and the requirements of this chapter.

B. Trees shall not be planted in locations that create conflicts with utilities, sidewalks, streets, or public infrastructure at maturity.

C. Unless otherwise approved by the Urban Forester, trees shall be located not less than:

1. Thirty feet (30') from the beginning of curb returns at street intersections;
2. Twenty feet (20') from utility poles and streetlights;
3. Ten feet (10') from fire hydrants;
4. Five feet (5') from driveways and service walks; and
5. Five feet (5') from water meters.

D. Park Strip Width Standards.

1. Less than four feet (4').
    a. No trees shall be planted.
2. Four feet (4') to less than six feet (6').
    a. Only small-maturing tree species identified on the Approved Tree List may be planted.
3. Six feet (6') to less than eight feet (8').
    a. Only medium-maturing tree species identified on the Approved Tree List may be planted.
4. Eight feet (8') or greater.
    a. Small-, medium-, or large-maturing tree species identified on the Approved Tree List may be planted.

E. These standards apply to all new tree plantings within existing and future park strips.

F. Trees lawfully planted prior to the effective date of this ordinance may remain unless determined to be a hazard tree, nuisance tree, or otherwise required to be removed pursuant to this chapter.

Sec. 12.16.070 Tree Maintenance and Protection

A. Trees shall be maintained in a safe and healthy condition.

B. Debris resulting from tree maintenance or removal shall be removed from public property by sunset of the same day unless otherwise authorized by the Urban Forester.

C. No person shall intentionally damage, destroy, injure, or impair a public right-of-way tree.

D. No person shall:

1. Attach signs or other objects to a public right-of-way tree;
2. Place materials around a tree in a manner that restricts water, air, or sunlight;
3. Permit animals to damage a public right-of-way tree; or
4. Engage in activities likely to injure a public right-of-way tree.

E. Tree topping is prohibited unless approved by the Urban Forester for public safety purposes.

Sec. 12.16.080 Clearance Requirements

A. Trees overhanging sidewalks shall maintain a minimum vertical clearance of eight feet (8').
B. Trees overhanging streets shall maintain a minimum vertical clearance of fourteen feet (14').
C. Trees shall not obstruct traffic control devices, streetlights, or sight distance at intersections.
D. Adjacent property owners shall maintain trees located on their property in compliance with this section.

Sec. 12.16.090 Hazard Trees and Nuisance Trees

A. Hazard trees and Nuisance trees are prohibited.
B. Dead, uprooted, severely damaged, diseased, or unsafe trees that obstruct public travel or create a danger to persons or property are declared public nuisances.
C. The Urban Forester may issue written notice requiring correction, pruning, removal, relocation, or replacement of a hazard tree or nuisance tree.
D. Unless an emergency exists, the responsible party shall be provided at least fifteen (15) calendar days to comply.
E. In emergency situations presenting an immediate threat to public health or safety, the City may immediately abate the condition without prior notice.
F. If the responsible party fails to comply, the City may perform the work and recover all costs incurred.

Sec. 12.16.100 Utility Operations

Utility providers and their authorized contractors may trim, prune, or remove vegetation within public rights-of-way as reasonably necessary to construct, maintain, repair, or protect utility facilities and safe utility operations, subject to applicable easements, state law, and city requirements.

Sec. 12.16.110 Heritage Trees

A. Private property owners may voluntarily nominate trees located on private property for designation as heritage trees.
B. No tree located on private property shall be designated as a heritage tree without the owner's written consent.
C. Public right-of-way trees may be designated as heritage trees by the Urban Forester.
D. Heritage trees shall not be removed or materially damaged without authorization from the Urban Forester.

Sec. 12.16.120 Tree Advisory Board

A. The City Council may establish a Tree Advisory Board by resolution.
B. The Board shall serve in an advisory capacity to the Urban Forester and City Council.

C. If no Tree Advisory Board exists, references in this chapter to the Board shall be deemed to refer to the Urban Forester.

Sec. 12.16.130 Enforcement

A. Any person who violates this chapter is guilty of a class C misdemeanor unless otherwise provided by law.
B. The city may pursue criminal, civil, administrative, equitable, or nuisance-abatement remedies.
C. Each tree affected by a violation shall constitute a separate offense.
D. Each day a violation continues shall constitute a separate violation.
E. The remedies provided in this chapter are cumulative and not exclusive.

PARK STRIP AND TREES –[REPLACEMENT ORDINANCE]

Sec. 12.16.010 Purpose

The purpose of this chapter is to:

A. Promote public health, safety, and welfare;
B. Protect public rights-of-way, sidewalks, streets, utilities, and other public infrastructure;
C. Preserve and enhance the City's urban forest;
D. Establish standards for the planting, maintenance, protection, and removal of trees;
E. Clarify the responsibilities of adjacent property owners and the City; and
F. Minimize conflicts between trees, utilities, transportation facilities, and public improvements.

Sec 12.16.020 Definitions

For the purposes of this section, the following words shall have the following meanings:

A. Adjacent Property. Any side of real property located next to a park strip.
B. Approved Tree List. The list of tree species approved by the Urban Forester fro planting within public rights-of-way.
C. Hazard tree. A tree which has been deemed by the Urban Forester to present a risk of injury to persons or damage to structures, utilities, public improvements, **or other property or that is causing material damage to public infrastructure,** due to disease, infestation, structural defects, instability, root damage, or similar conditions.
D. Heritage tree. A tree characterized by one or more of the following: having historical significance, being part of a historical site, or being of a rare or unusual species. The tree advisory board may advise the city forester in determining whether a tree should be designated as a heritage tree.
E. Nuisance Tree. A tree located on private property that causes or is causing damage to a public street, curb, gutter, sidewalk, park strip, utility, or other public improvement constitutes a hazard tree for purposes of this chapter.
F. Park strip. The landscape area within a public right-of-way located between the back of street curb and the sidewalk, or in the absence of a sidewalk, the right-of-way line.
G. Protective measures. Any steps taken to safeguard the appearance, health, condition, or continued viability of a protected tree. Typical examples are: physical structures limiting access to a protected tree, pruning to allow access to a site, supplemental watering or fertilization, washing of canopy to remove dust or other residues, berms or grading to prevent erosion or silting in a protected root zone, signage indicating protected status of trees, or other methods deemed necessary at the time of authorization.
H. Public property. Any public right-of-way, park, street, sidewalk, easement, or other ground owned by American Fork City.
I. Public Right-of-Way. Any street, alley, sidewalk, park strip, easement or other property dedicated or owned by the city for public use.
J. Public Right-of-Way Tree. Any tree located wholly or partially within a public right-of-way.

K. Tree Maintenance. Activities intended to promote the health, safety, and appearance of a tree, including watering, fertilization, mulching, pruning, pest management, and protection from damage. .
L. Urban Forester. The employee designated by the City Administrator to administer and enforce this chapter.

(Ord. No. 2007-11-63, 11-27-2007)

HISTORY
Repealed & Replaced by Ord. 2022-03-16 on 3/29/2022

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4. Utility conflicts;
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6. Disease resistance; and
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C. Each tree affected by a violation shall constitute a separate offense.
D. Each day a violation continues shall constitute a separate violation.
E. The remedies provided in this chapter are cumulative and not exclusive.

Park Strips and Trees Code Change Summary

Sec. 12.16.010 Purpose (was Definitions)

Establishes the purpose of Chapter 12.16.

Delineates American Fork City's park strip and tree management framework.

Sec 12.16.020 Definitions (was Park Strip Landscape and Maintenance)

Clarifies definitions for the following: Adjacent property and park strip, approved tree list, hazard tree, heritage tree, nuisance tree, park strip, protective measures, public property, public right-of-way, public right-of-way tree, tree maintenance, and Urban Forester.

Removes confusing or redundant definitions.

Sec. 12.16.030 Ownership, Control, and Maintenance Responsibilities (was Tree Advisory)

Clarifies ownership of public right-of-way (City) and maintenance responsibility (adjacent property owner).

Defines City authority.

Establishes limitations on public tree alteration.

Sec. 12.16.040 Urban Forester Authority (was Planting, Maintenance, Protection, Removal)

Defines scope of Urban Forester position.

Sec. 12.16.050 Approved Tree List (was Hazard Trees)

Establishes framework of Approved Tree List.

Classifies Approved Tree List as amendable without altering code.

Sec. 12.16.055 Prohibited Tree List (New Section)

Establishes framework of Prohibited Tree List.

Classifies Prohibited Tree List as amendable without altering code.

Sec. 12.16.060 Tree Planting Standards (was Nuisance Trees)

Maintains current City planting guidelines.

Establishes coherence with Approved Tree List.

Establishes requirement to avoid utility, sidewalk, street, and infrastructure damage.

Defines park strip width planting standards.

Applies planting standards to new plantings, allows prior plantings in violation of this section.

Sec. 12.16.070 Tree Maintenance and Protection (was Trimming Required)

Retains and clarifies maintenance and protection responsibilities of adjacent property owners.

Sec. 12.16.080 Clearance Requirements (was Trimming of Trees- Third Party)

Retains and clarifies street, sidewalk, traffic control, streetlight, and sight distance clearance requirements.

Sec. 12.16.090 Hazard and Nuisance Trees (was Heritage Trees)

Combines current Sections 12.16.050 and 12.16.060

Retains and clarifies City and property owner responsibilities.

Retains and clarifies failure to comply.

Sec. 12.16.100 Utility Operations (was Enforcement)

Clarifies utility vegetation management permissions.

Sec. 12.16.110 Heritage Trees

Clarifies Heritage Tree designation and protection.

Sec. 12.16.120 Tree Advisory Board

Retains and clarifies establishment and capacity of a Tree Advisory Board.

Sec. 12.16.130 Enforcement

Expands and clarifies City enforcement of chapter violations.

Request for Council Action
City of American Fork
September 8, 2026

DEPARTMENT: Development Services
SUBMITTED BY: Terilyn Lurker

AGENDA ITEM: Review and action on an update to the American Fork General Plan to update all sections to establish an updated vision for growth and development in the City.

SUMMARY RECOMMENDATION: Planning Commission recommended approval on August 19th.

BACKGROUND: Staff have initiated a General Plan Update. The updated document looks to provide guidelines and vision for the future of the city.

A General Plan serves as the foundational document that guides a city's growth and development. As mandated by Utah State Code 10-20-401, each municipality must prepare and adopt a comprehensive general plan for present and future needs of the municipality. These plans are typically updated every 10 - 15 years. This document represents more than a legal requirement—it embodies the collective vision of American Fork residents and establishes a framework that the City Council, Planning Commission, and other decision making bodies will reference when evaluating development proposals, capital improvement projects, and policy initiatives.

The purpose of the American Fork City General Plan is to establish a resident-driven vision for the city and its future. This vision is set forth in seven elements, covering land use, transportation, development, moderate income housing, public facilities and open space, water, historic preservation, and implementation recommendations. The intent of the designated elements is to create a holistic plan that helps the city maintain its current character and high standard of living far into the future.

BUDGET IMPACT: The project cost for the General Plan update is $162,222.00.

Staff secured funding to support the update, and the City's budget impact for this part of the project was $16,222.00

SUGGESTED MOTION: APPROVAL

I move to approve the updated American Fork General Plan.

DENIAL

I move to deny the updated American Fork General Plan.

TABLE

I move to table the updated American Fork General Plan.

SUPPORTING DOCUMENTS:
2026 General Plan resolution.docx
26-6-4_American_Fork_General_Plan_DRAFT_FINAL_scanned.pdf
08.19.2026 UNAPPROVED PC Meeting Minutes_GeneralPlan.pdf

RESOLUTION NO. _____

A RESOLUTION ADOPTING THE 2026 AMERICAN FORK GENERAL PLAN.

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

WHEREAS, Section 10-20-403 Utah Code Annotated, 1953, as amended, recommends and describes the general content of the general plan to include a land use, transportation, development, moderate income housing, public facilities and open space, water, historic preservation, and implementation recommendations, and

WHEREAS, the Planning Commission, with the assistance of consultants and City staff personnel, have prepared the 2026 American Fork General Plan, and

WHEREAS, the Planning Commission has advertised and held a public hearing on the proposed amendment, duly considered the comments received at the hearing, and acted to recommend approval to the City Council, all in accordance with Utah State law; and

WHEREAS, the City Council has received the recommendation from the Planning Commission and duly considered the comments received at the hearing, all in accordance with Utah State law.

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

SECTION 1. That the updated 2026 American Fork General Plan is hereby adopted.

SECTION 2. It is the express intent of the City Council that, to extent possible, said plan shall be followed, complied with, and otherwise adhered to.

SECTION 3. The Planning Commission and City staff are hereby directed to recommend such ordinances and policies as are recommended under the plan and deemed essential for its implementation.

SECTION 4. This Resolution shall take effect upon its passage, as provided by law.

PASSED AND ADOPTED THIS 8TH DAY OF SEPTEMBER 2026.

ATTEST: Bradley J. Frost, Mayor

Terilyn Lurker, City Recorder



2026

AMERICAN FORK 18 53

GENERAL PLAN

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ACKNOWLEDGMENTS

STAKEHOLDER GROUP

City Council
- Mayor Brad Frost
- Staci Carroll
- Ryan Hunter
- Clark Taylor
- Tim Holley
- Ernie John

Planning Commission
- Christine Anderson
- Chris Christiansen
- Harold Dudley
- Rod Martin
- David Bird
- Geoff Dupaix
- Claire Oldham

City Staff
- David Bunker
- Patrick O'Brien
- Cody Opperman
- Sam Kelly
- Ben Hunter
- Annalisa Reed

Mountainland Association of Governments
- Daniel Wayne
- LaNiece Davenport
- Shauna Mecham

Utah Transit Authority
- Mary Shaffer
- Paul Drake
- Kayla Kinkead

Other Interested Parties:
- Lisa Birkeland – Parks Committee
- Eric Rasband – UDOT
- Eric Mason – UDOT
- Adam Lough – UDOT
- Matt Parker – UDOT
- Brian Phillips – UDOT
- Richard Neilson – Utah Co.
- Tyler O' Brien – Trek Bikes
- Joe Brown – Land Owner
- Walker Wood – Development Community

PROJECT TEAM

Psomas
- Chris Hupp
- Christian Kirkham
- Trevor Allen
- Tanner Snow
- Eli Staggs

Wall Consultant Group (WCG)
- Jeremy Searle
- Shawn Seager
- Bryce Albrecht
- Scott Johnson
- Kyle Horton
- Austin Feula

Zion's Bank Public Finance
- Susie Becker
- Heather Phipps
- Ryan Smith

SPECIAL THANKS

Survey and Public Engagement Participants

Thank you to all the residents, property owners, visitors, and employers that participated with the interviews, open houses, and surveys. We appreciate the feedback and have incorporated it into all aspects of this project. We also want to acknowledge the Utah Governor's Office of Economic Opportunity for providing technical assistance funding and the Mountainland Association of Governments for awarding funding for this project.

Updated
June 2026

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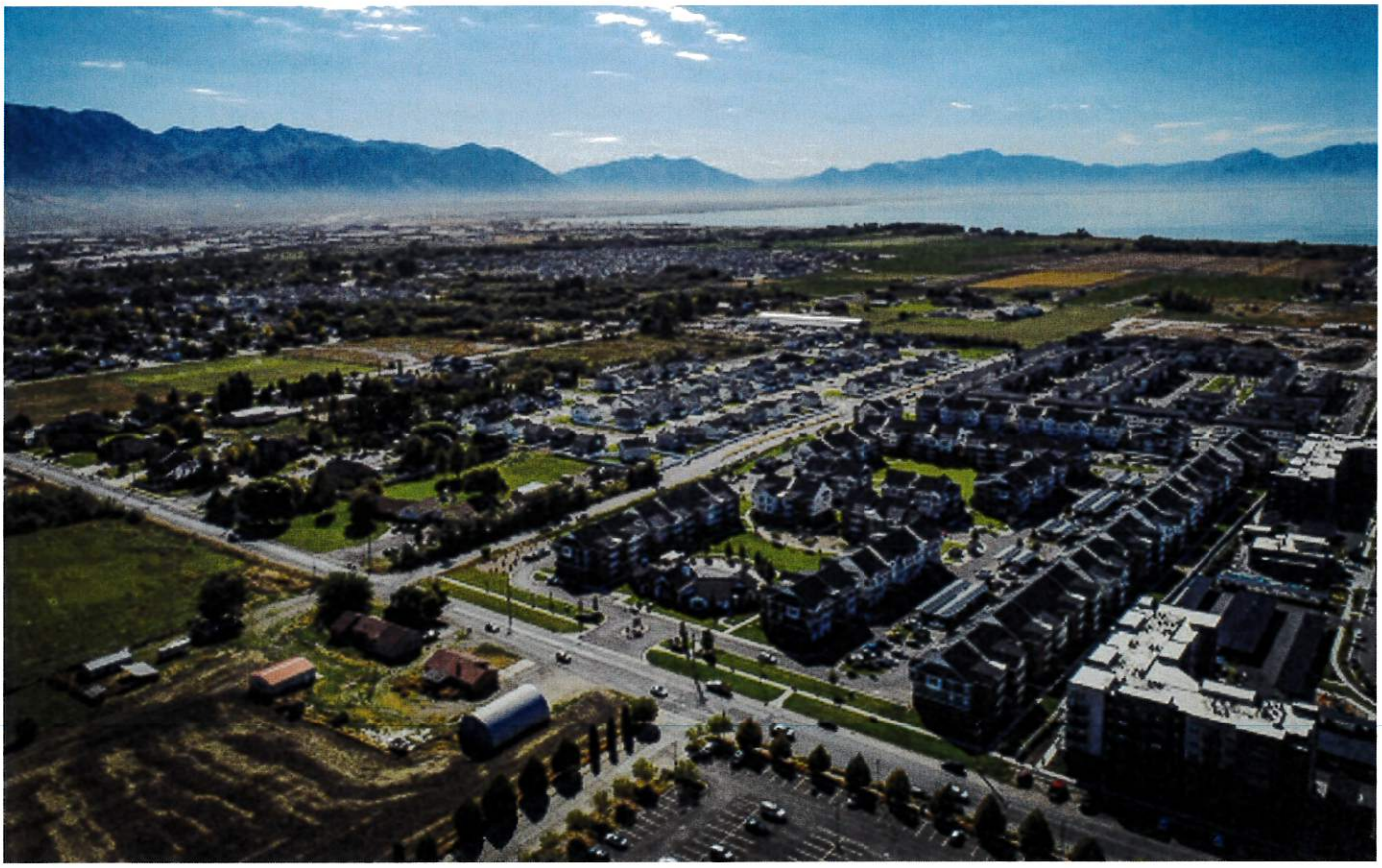
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GENERAL PLAN OVERVIEW

Introduction

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PURPOSE

The purpose of the American Fork City General Plan is to establish a resident-driven vision for the city and its future. This vision is set forth in seven elements, covering land use, transportation, development, moderate income housing, public facilities and open space, water, historic preservation, and implementation recommendations. The intent of the designated elements is to create a holistic plan that helps the city maintain its current character and high standard of living far into the future.



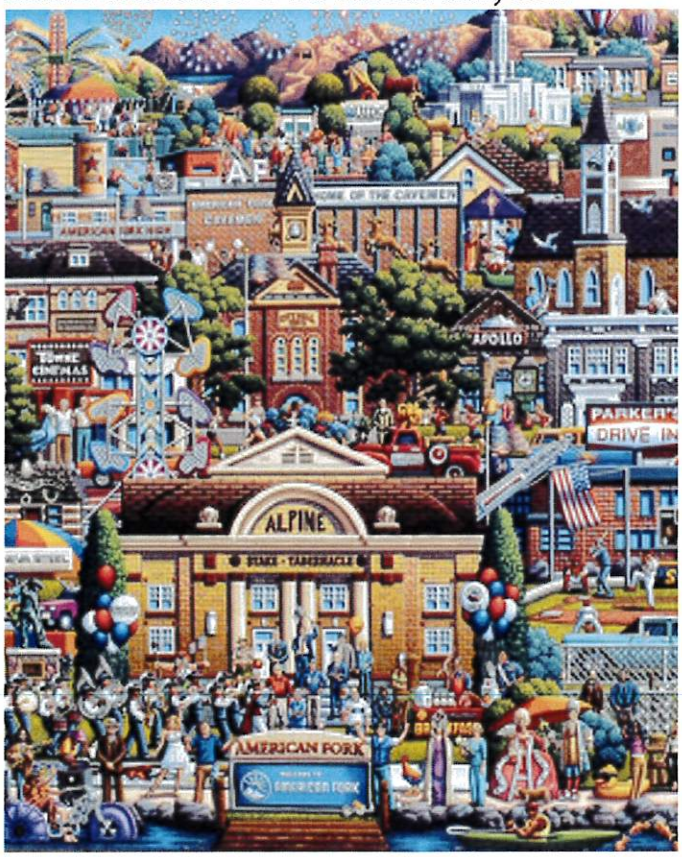
The seven elements of the 2025 American Fork General Plan

SCOPE

American Fork City incorporates approximately 11 square miles of Utah with significant undeveloped land opportunities. This update provides a plan for key areas where development or redevelopment may occur while maintaining the city's existing character. Opportunity areas include infill development on existing properties, land south of I-15, and properties prime for redevelopment throughout American Fork Territory.

DOCUMENT ROADMAP

This General Plan Update begins with a review of existing conditions and analyzes that information along with collected data from public engagement and other sources to establish community-centric goals and objectives. Best practices and emerging trends and their implications to the goals and objectives are then outlined in their respective elements. Following the best practices subsection, we establish specific ideas and measures that capture the vision of the city and help guide the city and its decisions over the next several years.

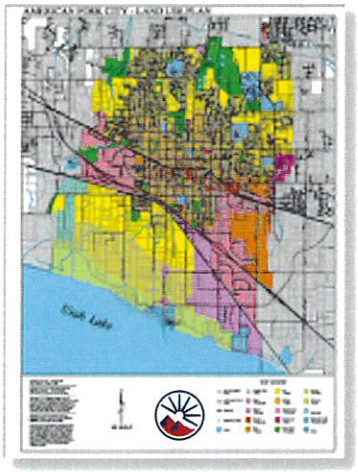


Existing Plans Analysis

A comprehensive understanding of American Fork's existing plans, codes, and past studies provides the essential foundation for this General Plan. By examining previous successes, ongoing challenges, and consistently voiced community aspirations, we can create a plan that builds upon institutional knowledge while adapting to emerging needs. This analysis ensures we don't overlook valuable insights that have already been documented through years of community input and professional analysis.

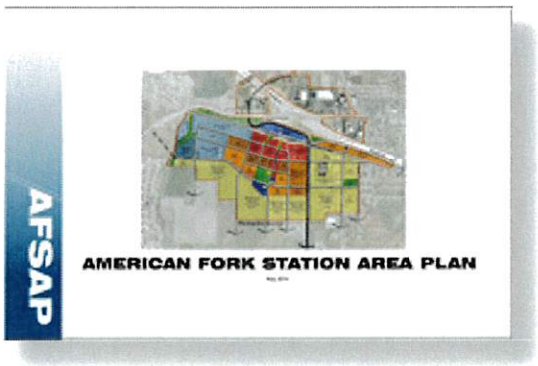
This section evaluates key planning documents that have guided American Fork's development, including the previous General Plan, specialized area plans, zoning ordinances, and various master plans. We identify consistent themes, assess implementation progress, and highlight potential gaps to be addressed. By building upon the city's planning legacy rather than starting anew, this update establishes continuity while introducing fresh perspectives that synthesize existing plans with current community priorities.

American Fork General Plan Land Use Element (2005)



This land use plan was part of the city-wide general plan update and was established to provide a comprehensive guide for the future growth and development of American Fork. When the plan was implemented, much of what the city is today was unincorporated land, and the city as a whole has experienced rapid growth in the last 20 years.

American Fork Station Area Plan (2014)

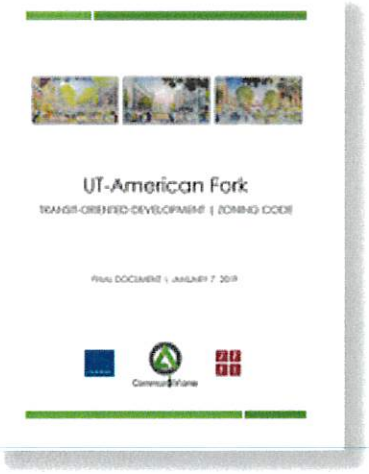


One of the main purposes of this document was to designate the American Fork Station Area as a Transit-Oriented Development (TOD). The document states the purposes of a TOD as follows:

- Increase location efficiency and walkability
- Promote the use of public transportation
- Provide a wide mix of housing, retail, and transportation options
- Generate revenue for both the public and private sector
- And to create a sense of "place"

In addition, the document outlined existing conditions, potential land uses, design standards, best practices, and specific methods and implementation strategies for the project area.

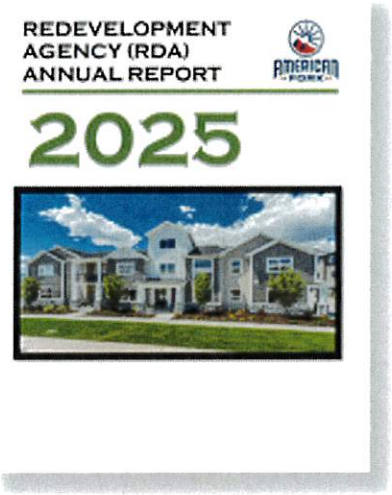
Transit Oriented Development Zone Code Update (2018)



In 2018 the code for the Transit Oriented Development (TOD) zone within American Fork City was created. The purpose of the code was to

facilitate greater flexibility of development within the TOD area while maintaining city control over the approval process promoting high quality development. The code includes specific sections covering building form, private and public frontages, building uses, signage standards, public space standards, and other applicable areas in order to craft a cohesive, functional, and aesthetically pleasing development in the TOD area.

Community Reinvestment Areas (2025)



The American Fork Redevelopment Agency strategically manages four distinct project areas to promote economic growth and align with the city's vision. The East Main RDA (26.27 acres) focuses on eliminating blight conditions along Main Street through commercial and industrial development. The North Valley RDA (99 acres) incentivizes commercial and industrial growth along I-15, addressing flooding and infrastructure needs. The Egg Farm EDA (91.31 acres) attracts major employers and broadens the tax base through the North Pointe Business Park development. The Patriot Station CRA (435 acres) promotes transit-oriented development around the FrontRunner Station.

These comprehensive plans comply with Utah's regulatory framework and underwent necessary public engagement processes. Together, these areas encompass diverse land uses from agricultural to commercial zones, with anticipated development increasing population and building densities, transforming communities while improving infrastructure and adhering to legal requirements.

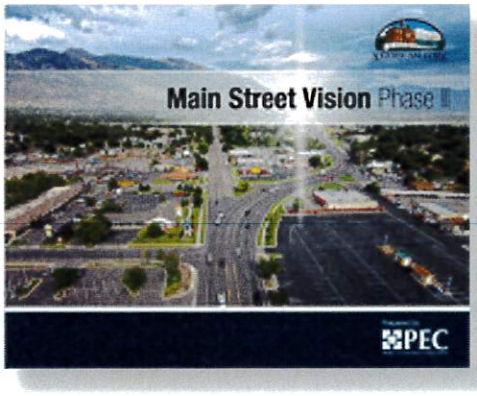
American Fork Transportation Master Plan (2018)



The American Fork Transportation Master Plan was developed and implemented in 2018 to guide and plan for future transportation infrastructure as American Fork continues to grow and develop. The plan mainly addresses the roadway network but also references and plans for active transportation improvements from the Bike and Pedestrian Master Plan. It also includes a plan for potential future transit improvements as well.

A key aspect of the plan is that it includes special roadway designations and cross-sections for the station area that are separate from the cross-sections that are used throughout the rest of the city. An examination the 2020 version with its associated updates was also completed.

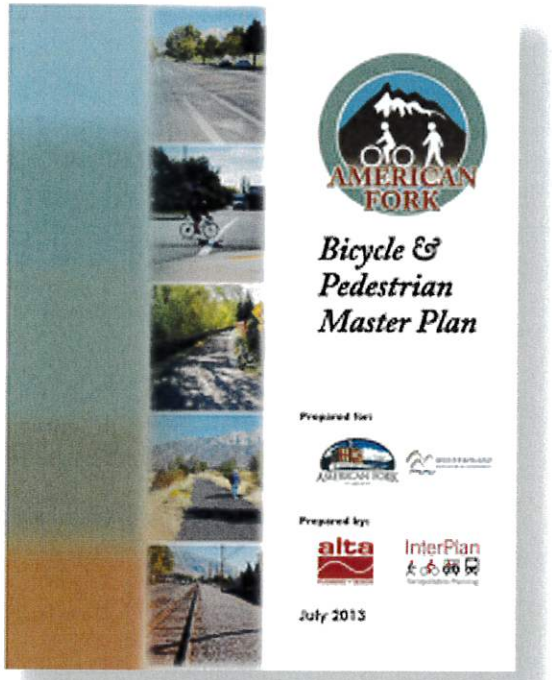
American Fork Main Street Vision - Phase II (2016)



This document aims to establish an illustrative direction for Main Street in American Fork, Utah, encouraging creative and high-quality urban design throughout the corridor. It provides clear objectives for downtown development projects while promoting a pedestrian and motorist-friendly atmosphere that enhances the existing character and historical attributes of the area. The guidelines focus on sustainable, timeless design principles that will be implemented as future projects develop.

These design considerations seek to promote a distinct sense of place for both the downtown business core and residents, increasing awareness of quality urban design among American Fork citizens. By establishing cohesive guidelines, the document aims to maintain and enhance property values within downtown American Fork while creating an original, high-quality urban environment that honors the community's unique identity.

American Fork Bike and Pedestrian Master Plan (2013)



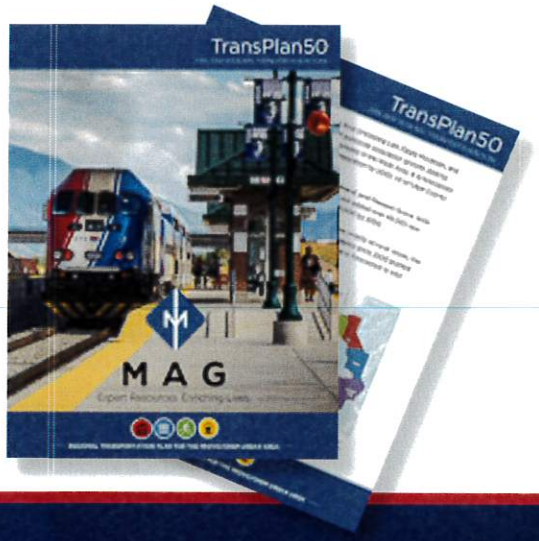
This plan was prepared in 2013 to provide a comprehensive vision and plan for the expansion of bicycle and pedestrian infrastructure within American Fork. The Station Area Plan study calls for the addition of protected bike lanes along 200 South to facilitate easier access for cyclists between the FrontRunner station and central American Fork. It also calls for bike lanes and multi-use paths to connect the station and nearby mixed-use core to the Utah Lake Shoreline regional and the Power Line trails.

American Fork Moderate-Income Housing Report (2023)



The latest version of the American Fork Moderate Income Housing Report was adopted in 2023 and exists to outline strategies to maintain and increase the supply of moderate-income housing as population and housing costs continue to increase throughout the city and the greater Wasatch Front region. Strategies the city has adopted include, developing and adopting a station area plan, eliminating or reducing parking requirements for residential development near major transit corridors, allowing for high density or new residential development in commercial or mixed-use zones near major transit corridors, and rezoning land for densities necessary to facilitate the development of moderate-income housing.

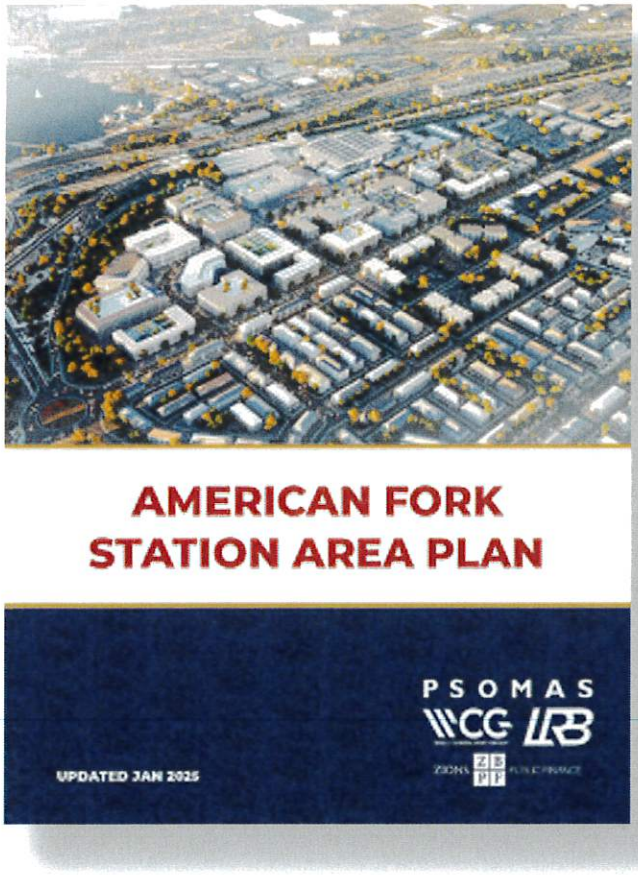
MAG TransPlan50 (2023)



TransPlan50 is the regional transportation plan for urbanized Utah County from 2019-2050, developed by the Mountainland Association of Governments. The plan addresses the rapid population growth in the region (projected to reach 1.3 million by 2050) through a coordinated system of highway projects, transit improvements, and pedestrian/bicycle facilities. It establishes five main goals: update the regional highway system to a metropolitan grid-based network, explore additional freeways and add capacity, create a robust transit network, build a regionally connected active transportation system, and preserve existing infrastructure.

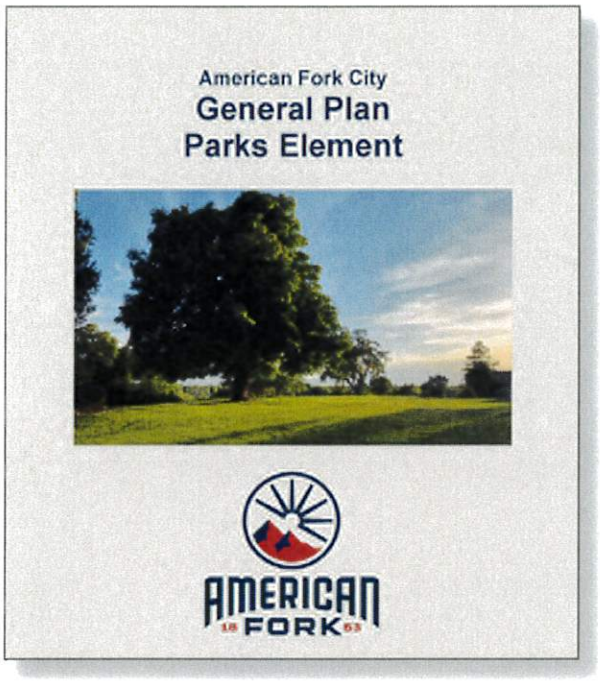
The plan includes specific projects across three phases (2019-2030, 2031-2040, 2041-2050) with an estimated total cost of $18.8 billion, though there's a $5 billion funding gap primarily in transit projects. Key initiatives include expanding I-15, creating new freeways, developing commuter rail and light rail networks, and building an extensive trail system throughout the county.

American Fork Station Area Plan (2025)



The Station Area Plan was developed concurrently with this General Plan update. The Station Area Plan (SAP) focuses on the half mile radius around the Front Runner Station, and the land uses, transportation features, and other amenities in this area. The plan also explored potential alternate locations where the FrontRunner station could be located.

American Fork Parks Element (2020)



The American Fork Parks Element of the previous General Plan outlines the city's framework for future park planning, emphasizing American Fork's commitment to maintaining a level of service standard of 5 acres of core park space per 1,000 residents (currently at 4.52 acres). The plan details the current park inventory (150 acres of core parks and 380 acres of special use areas), future needs (an additional 119 acres by 2030), funding challenges ($67 million needed over 10 years), and various acquisition techniques.

The document highlights the city's park objectives, including the development of parks space within a half-mile of all residents. The plan also seeks to provide diverse recreational experiences making park development a community effort that preserves American Fork's character as a "city of parks and open spaces".

ESTABLISHING A VISION FOR AMERICAN FORK

A clear, compelling vision is essential for any growing community. It serves as the north star that guides decision-making, shapes policy, and ensures that development occurs in a manner that preserves and enhances the qualities residents value most. For American Fork, a city with deep historical roots experiencing significant growth and change, establishing a shared vision is particularly vital. This vision must balance preserving the city's cherished "hometown feel" while thoughtfully accommodating new growth, improving infrastructure, and enhancing quality of life for all residents.

The General Plan is American Fork's primary tool for translating this vision into actionable goals and policies. It represents a social contract between the city and its residents—a commitment to guide growth and development in alignment with community values. Through extensive public engagement including stakeholder interviews, community events, and visual preference surveys, the residents of American Fork have clearly articulated their priorities for the city's future.

COMMUNITY PRIORITIES

Based on public engagement and stakeholder interviews with elected city officials, city staff, and other key stakeholders, the following priorities emerge as central to American Fork's vision:

Improve Access and Connectivity: Enhancing transportation connections throughout the city, with particular focus on east-west traffic flow, multi-modal options, and creating a more balanced transportation system that accommodates pedestrians, cyclists, and transit users alongside vehicles.

Preserve and Enhance Open Space and Parks: Protecting existing parks and open spaces while improving their quality and creating new recreational opportunities throughout the city, particularly in under-served areas. Residents consistently ranked parks and recreation amenities among their top priorities.



Expand and Improve Trail Networks: Developing a comprehensive, interconnected trail system that enhances recreation opportunities, provides transportation alternatives, and connects neighborhoods to destinations throughout the city. This includes protecting critical trail corridors now for future development.

Create Mixed Housing Types: Offering diverse housing options that support American Fork's hometown feel while accommodating residents at all life stages and income levels. This includes thoughtful integration of housing types that blend with the traditional neighborhood character.

Improve Public Works Facilities: Upgrading city infrastructure and facilities to better serve residents, with particular attention to the public works complex which needs redesign and modernization. Ensuring critical city services have the facilities they need to operate efficiently.

Strategically Guide Growth: Managing growth proactively to ensure it enhances rather than detracts from community character and quality of life. This includes directing growth to appropriate locations and ensuring it occurs at a pace and in a manner that aligns with community values.

Improve Commercial Spaces: Enhancing existing commercial areas, particularly in the downtown core, while ensuring adequate commercial space for future needs. Residents desire more dining options, entertainment venues, and neighborhood-serving retail in strategic locations.

Revitalize Downtown: Creating a vibrant, walkable downtown with historic character that serves as a gathering place and heart of the community. Downtown was consistently identified as needing attention and having significant potential to enhance community identity.

Maintain Community Character: Preserving American Fork's hometown feel, historical elements, and sense of community pride while accommodating growth. Residents value the city's heritage and desire development that complements rather than conflicts with established character.

Enhance Quality of Life Amenities: Investing in facilities and services that enhance daily life, including an updated recreation center, which received strong public support, along with other community gathering spaces, cultural venues, and amenities for all ages.



GOALS FOR AMERICAN FORK CITY:

Building on these community priorities, the General Plan establishes the following specific goals to guide American Fork's growth and development:



Goal 1: Preserve the City's Rich History

Honor and protect American Fork's historical legacy through thoughtful preservation of historic buildings, celebration of cultural heritage, and development patterns that respect the city's traditional character. This includes maintaining the distinct historical aesthetic of downtown, incorporating heritage elements in public spaces, integrating city gateway and wayfinding features, and fostering a strong sense of community connection to American Fork's past.



Goal 2: Balanced, Multi-Modal Transportation System

Develop a comprehensive transportation network that improves traffic flow, particularly on east-west corridors, while providing safe, convenient options for pedestrians, cyclists, and transit users. This includes expanding the trail network, improving connectivity between neighborhoods, implementing traffic calming features, and working with regional partners to enhance public transit options



Goal 3: Vibrant, Historic Downtown Core

Revitalize downtown American Fork as a walkable, vibrant community hub with a distinct historic character that serves as a gathering place for the entire community. Downtown will feature a mix of dining, retail, entertainment, and housing options with architecture that respects the city's heritage and creates a unique sense of place.



Goal 4: Enhanced Parks and Recreation System

Develop a premier parks and recreation system that provides diverse recreational opportunities for residents of all ages and abilities. This includes updating the recreation center, creating an interconnected trail network, and ensuring equitable access to parks and open spaces throughout the city, with particular attention to developing amenities on the south side.



Goal 5: Strategic Land Use Patterns

Guide development to create logical land use patterns that support community character, economic vitality, and quality of life. This includes directing higher density development to areas with good transportation access, ensuring adequate commercial space for future needs, and creating effective transitions between different land uses.

Goal 6: Housing for All Life Stages

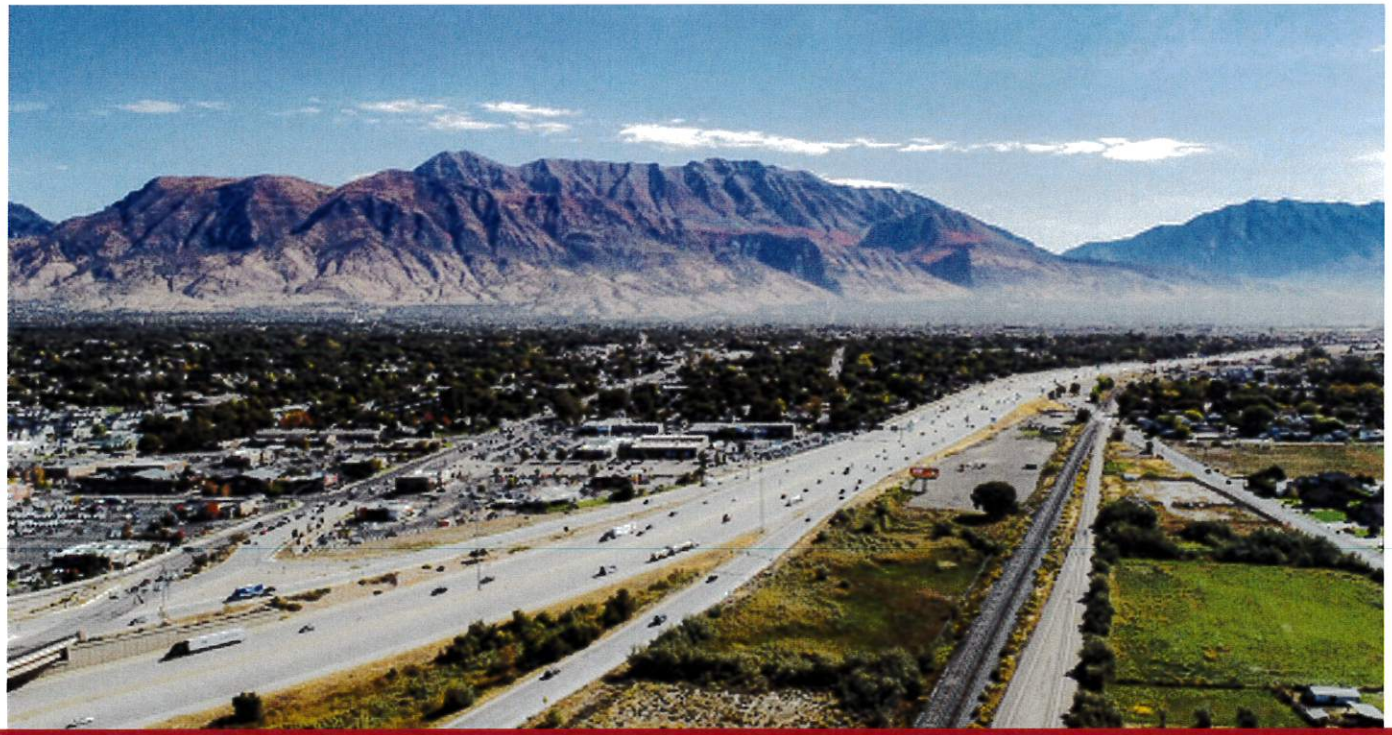
Provide housing options that enable residents to remain in American Fork through all stages of life. This includes maintaining existing residential types while strategically incorporating well-designed, moderate-density housing in appropriate locations.

Goal 7: Environmental Stewardship

Protect critical environmental resources, particularly the Utah Lake shoreline area, wetlands, and other natural features that contribute to American Fork's character and environmental health. This includes establishing appropriate development boundaries, implementing water conservation measures, and preserving viewsheds.

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Through these goals, the General Plan provides a framework for American Fork to preserve what residents love about their community while thoughtfully addressing the challenges and opportunities of growth. By working together to implement this vision, American Fork can remain a city that honors its past while embracing a vibrant future.





1

LAND USE

Historical Context

American Fork's land use patterns trace back to its founding in 1850 when pioneers Stephen Chipman, Arza Adams, and the Eldredge brothers settled along American Fork Creek. The settlers were attracted by the cottonwood trees along the creek and lush meadows toward Utah Lake, which they recognized as excellent land for cattle and sheep ranching. This initial agricultural settlement established the foundation for the city's development pattern.

During the community's early years, the original purpose was ranching, but as newcomers arrived, an agrarian lifestyle took hold with settlers living within a fort while tending their individual farm plots and returning to the safety of the fort each evening. Irrigation ditches constructed in 1851 facilitated crop production, marking the first organized land use management in the area. The city was initially incorporated as Lake City in 1852 before being renamed American Fork in 1860 to avoid confusion with Salt Lake City.

The city expanded from its agricultural beginnings with the emergence of early commercial enterprises such as the Arza Adams gristmill and Marx and McKenzie's general mercantile business in 1852. By the 1860s, American Fork had established one of Utah Territory's first public schools, demonstrating an early commitment to civic infrastructure. The city developed on a traditional grid pattern with wide streets that is commonly found in Utah, following the "Plat of Zion" model envisioned by LDS church founder Joseph Smith.

Over time, American Fork evolved from a primarily agricultural community to a diverse suburban city. Today, the city serves as a regional hub with a population of over 41,000, housing the American Fork Hospital, Alpine School District headquarters, and various retail establishments. The community balances small-town charm with metropolitan amenities, embodying the true American pioneer spirit.



Current land use in American Fork is characterized by a historic central core surrounded by newer suburban developments built on former agricultural lands. The downtown area features a mix of commercial and residential properties on a grid of five-acre blocks with wide streets lined by mature trees. Most residents describe the community as having a "sparse suburban feel" with numerous parks throughout the city. Recent growth has introduced transit-oriented development near the FrontRunner station and commercial corridors along major roadways.

As American Fork continues to grow, the city faces the challenge of preserving its historical character while accommodating new development. City leadership emphasizes the need for sustainable growth that ensures adequate infrastructure and services for residents. The balance between development and preservation represents an ongoing priority in American Fork's land use planning as the community evolves while honoring its pioneer origins.

Existing Land Use

American Fork exhibits a diverse and evolving land use pattern shaped by its natural geography, historic development, and emerging growth trends. The city is characterized by a strong residential base, dynamic commercial centers, and significant areas poised for future development—particularly in the southern portion of the city.



Northern Residential Core
The northern part of American Fork is predominantly composed of established single-family residential neighborhoods. These areas are interwoven with a variety of civic and public uses, including churches, schools, and community parks. Notably, Mary and Art Dye Park serves as a major recreational asset in this part of the city, contributing to the area's family-oriented, suburban character. This part of town reflects the city's longstanding residential roots and serves as a stable anchor in the community fabric.

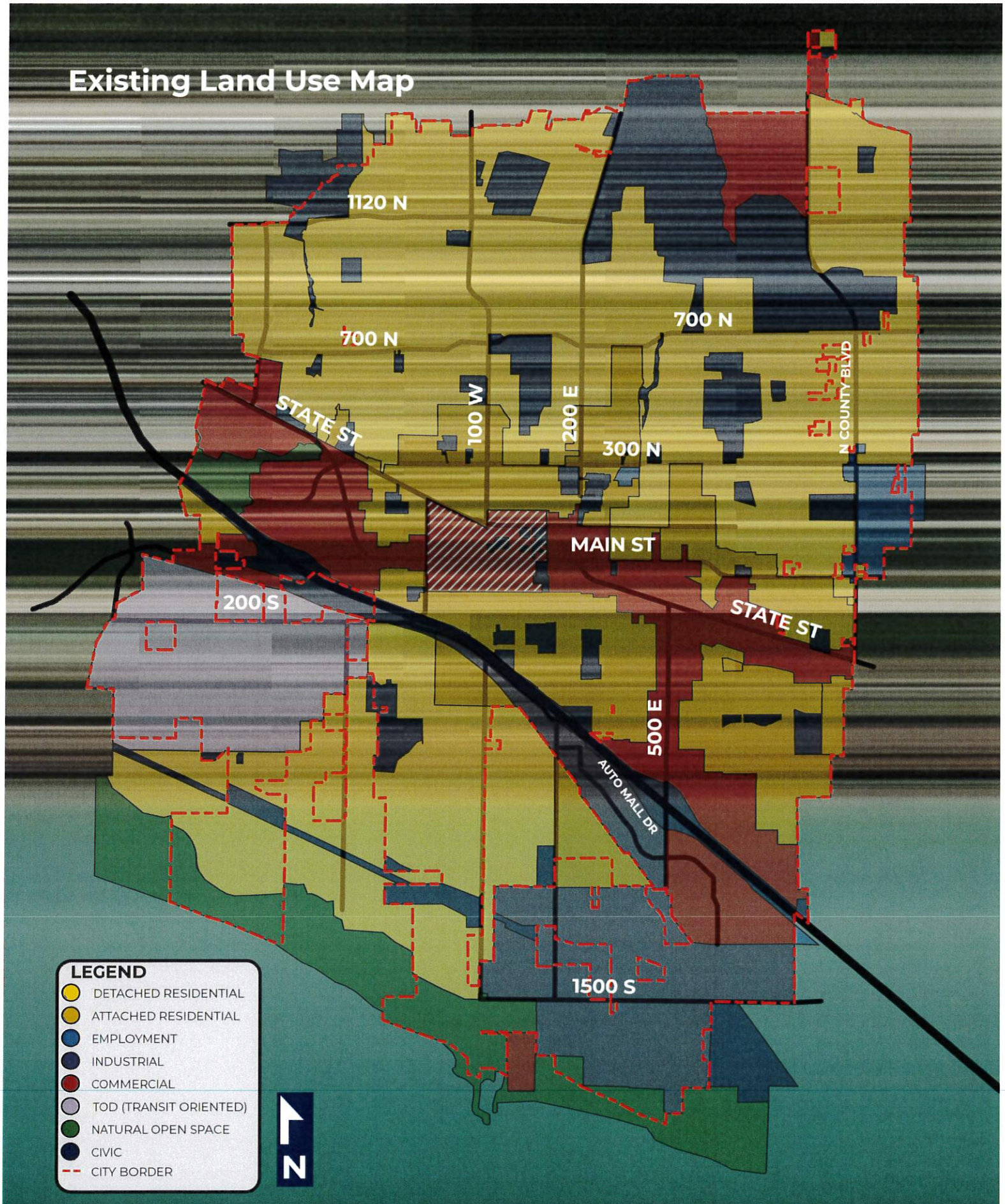
Commercial Corridor
North of Interstate 15 lies the city's primary commercial corridor, centered around Main Street, 500 East, and the Meadows commercial district. This area hosts a mix of local businesses and regional retail destinations, including big box stores such as Walmart and Home Depot. The corridor provides essential goods and services not only to American Fork residents but also to the broader northern Utah County region. In addition to commercial activity, the area includes pockets of both detached and attached residential units, supporting a modest level of mixed-use development and walkability.

Lakeside Growth Area
Lakeside contains most of the city's remaining undeveloped land and is rapidly transforming. On the east side, industrial and employment uses dominate, along with auto-oriented commercial developments that cater to regional commuters and workforce populations. In contrast, the west side features a growing residential landscape. This includes a large, established neighborhood of single-family homes and an increasingly dense mix of multi-family housing options—such as townhomes, apartments, and condominiums—driven by strong housing demand and shifting demographic trends.

Utah Lake Frontage
Further south, approaching Utah Lake, the land remains largely undeveloped, offering significant long-term opportunities for conservation, recreation, or thoughtful expansion. This area includes remnants of the city's agricultural heritage, with small farms cultivating alfalfa and similar crops. These rural elements provide a glimpse into the area's past and contribute to its scenic and ecological character. American Fork's current land use composition reflects both its historic legacy and its role as a growing regional hub.

As the city looks toward the future, the careful management of these varied land uses will be essential to balancing growth with quality of life, economic vitality, and environmental stewardship.

Existing Land Use Map



Principles & Best Practices

Throughout the public engagement process for this project, various sentiments were expressed by the community. This section addresses these sentiments and outlines the best practices related to them.

Public Sentiment – Preserve the Existing Character of American Fork

The overarching theme from all public engagement and stakeholder outreach conducted by the project team is a strong desire to preserve the existing character of American Fork and honor its rich history and heritage. While there were many differing opinions on how to achieve this, there is unanimous agreement on the importance of preserving the elements that make American Fork unique and a beloved home for many.

Change is inevitable, but with careful planning, it can occur without altering the city's character—the very essence that makes American Fork a cherished place. To achieve this, efforts should focus on preserving existing neighborhoods, key historical sites, and other significant areas of the city. Identifying areas more capable of accommodating future growth and thoughtfully planning for that growth will ensure that American Fork retains its unique charm while evolving to meet new demands.

Public Sentiment – Maintain a Balance between Commercial and Residential

Balance between commercial and residential development is important for the residential quality of life and vitality of commercial development. This balance is typically calculated by looking at the average square feet (sf) of commercial space per existing resident within a given area of the commercial development. This commercial space per resident is established based on commercial performance and regional and demographic context. This context extends beyond municipal boundaries.

If a commercial area is failing, a targeted financial analysis could be completed to better plan for its future vitality. For more information see the Economic Development Element of this General Plan.

You will note from the land use plan and transportation plan, that consideration has been placed on providing supportive intensities in areas where public transit can help reduce congestion on existing streets.

Public Sentiment – Improve Access to Amenities for All Neighborhoods

Residents consistently emphasized the need for more equitable access to amenities across all neighborhoods. This concern is particularly pronounced in the southern portion of the city, south of Interstate 15, where rapid growth has outpaced supporting infrastructure development. As this area transforms from undeveloped land to residential neighborhoods, residents face limited access to parks, trails, commercial services, and employment opportunities compared to established northern neighborhoods.

The southern area currently experiences significant connectivity challenges that require automobile travel across I-15 to reach essential services and recreational facilities. This impacts quality of life while increasing traffic congestion on limited north-south connections. Future planning should prioritize: creating interconnected trail networks linking southern neighborhoods to parks and the Utah Lake shoreline; establishing neighborhood commercial nodes providing daily necessities within walking distance; developing employment centers south of I-15; and implementing strategic pedestrian and bicycle crossings over the interstate to better unite the city and ensure all residents benefit equally from American Fork's amenities.

Public Sentiment – Create and Maintain Family Centered Housing Options

American Fork prides itself on being a family-oriented community. By creating a variety of housing options, the city ensures that future generations—children and grandchildren—can continue to live in the community where they were raised. This approach not only strengthens family bonds but also preserves the close-knit, supportive environment that American Fork is known for.

The primary goal of incorporating a variety of housing types, including mixed-use developments, townhomes, and apartments, is to provide diverse living options that cater to individuals at different stages of life. This diversity in housing can help lower the cost of living and reduce barriers to property ownership.

The specific composition of these housing types may vary based on community needs, but it is essential that each type is adequately represented to ensure a balanced and inclusive housing market.
In addition, the state requires moderate-income housing to be provided by a number of strategies including zoning or rezoning properties for "higher density or moderate-income residential development in commercial or mixed-use zones near major transit investment corridors, commercial centers, or employment centers."

These regulations do not prescribe a particular housing type but emphasize the need for increased density in designated areas. Higher density developments typically reduce resource usage (e.g., water) and enhance the efficiency of utilities and infrastructure. This increased density can be achieved through townhomes, apartments, or other housing types. Higher intensity developments can meet these requirements more efficiently, as they increase the number of units per acre, thus requiring less land. By developing these housing types in smart ways and in appropriate areas, American Fork can ensure that the community's needs are met while maintaining a high quality of life for all residents.

Other relevant land use best practices as currently recognized by the planning community include the following:

- Focus intensities around key intersections, major traffic corridors, and where infrastructure is readily accessible.
- Maximize efficiency of existing and planned infrastructure by placing most intense development at major nodes.
- Preserve and enhance cultural and natural amenities.
- Buffer less-compatible land uses and facilitate compatible land uses.
- Optimize land use designations based on opportunities and constraints.
- Step intensities down progressively away from major development nodes and intersections.
- Provide safe and efficient multi-modal access to businesses, employment, and residents and consider proximity to other land uses, neighboring jurisdictions, and transportation networks.
- Ensure land uses and intensities are context-appropriate.
- Provide active and passive recreation opportunities within close proximity to residents.
- Balance land uses based on current and projected demographic information, existing and planned infrastructure and resources, and market trends.
- Jurisdictional boundaries should follow barriers either natural or man made.

These public sentiments and best practices are the base of the land use element which follows.



Future Land Use

Vision and Approach

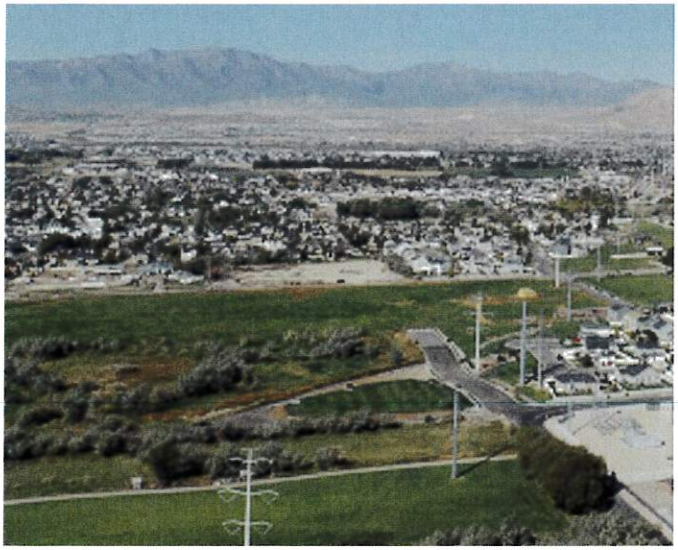
American Fork's future land use vision builds on the city's established character while guiding thoughtful growth and development in key areas. The city remains committed to preserving what makes it a desirable place to live—its family-oriented neighborhoods, accessible amenities, and scenic natural setting—while accommodating evolving needs through strategic infill, redevelopment, and expansion.

Northern Neighborhoods Enhancement

In the northern part of American Fork, land use changes will be minimal to maintain the stable, residential fabric that defines much of this area. The primary planned enhancement involves the creation of a small mixed-use node east of Mary and Art Dye Park, where agricultural land will transition into a blend of commercial and attached residential uses to complement existing neighborhoods while improving access to services.

Interstate 15 Corridor Development

Areas surrounding Interstate 15 are expected to see continued infill and intensification, supporting a mix of commercial and attached residential uses. These developments aim to enhance walkability, improve connectivity between neighborhoods and shopping areas, and contribute to a more vibrant, cohesive freeway corridor.



Transit-Oriented Station Area

The Station Area is envisioned as a key hub for transit-oriented development, anchored by a mix of residential and commercial uses. As this area builds out, it will promote walkable neighborhoods, higher-density housing options, and expanded economic activity that leverages regional transit access.

Lakeside Growth Areas

Lakeside will develop with balanced residential options—from detached homes to higher-density housing—while the eastern sector will strengthen its position as a regional employment center through industrial and commercial expansion. Supporting this growth, the plan prioritizes new parks and open spaces throughout the area, with the American Fork Marina slated for revitalization as a signature waterfront destination combining recreation and environmental stewardship.

Utah Lake Conservation Zone

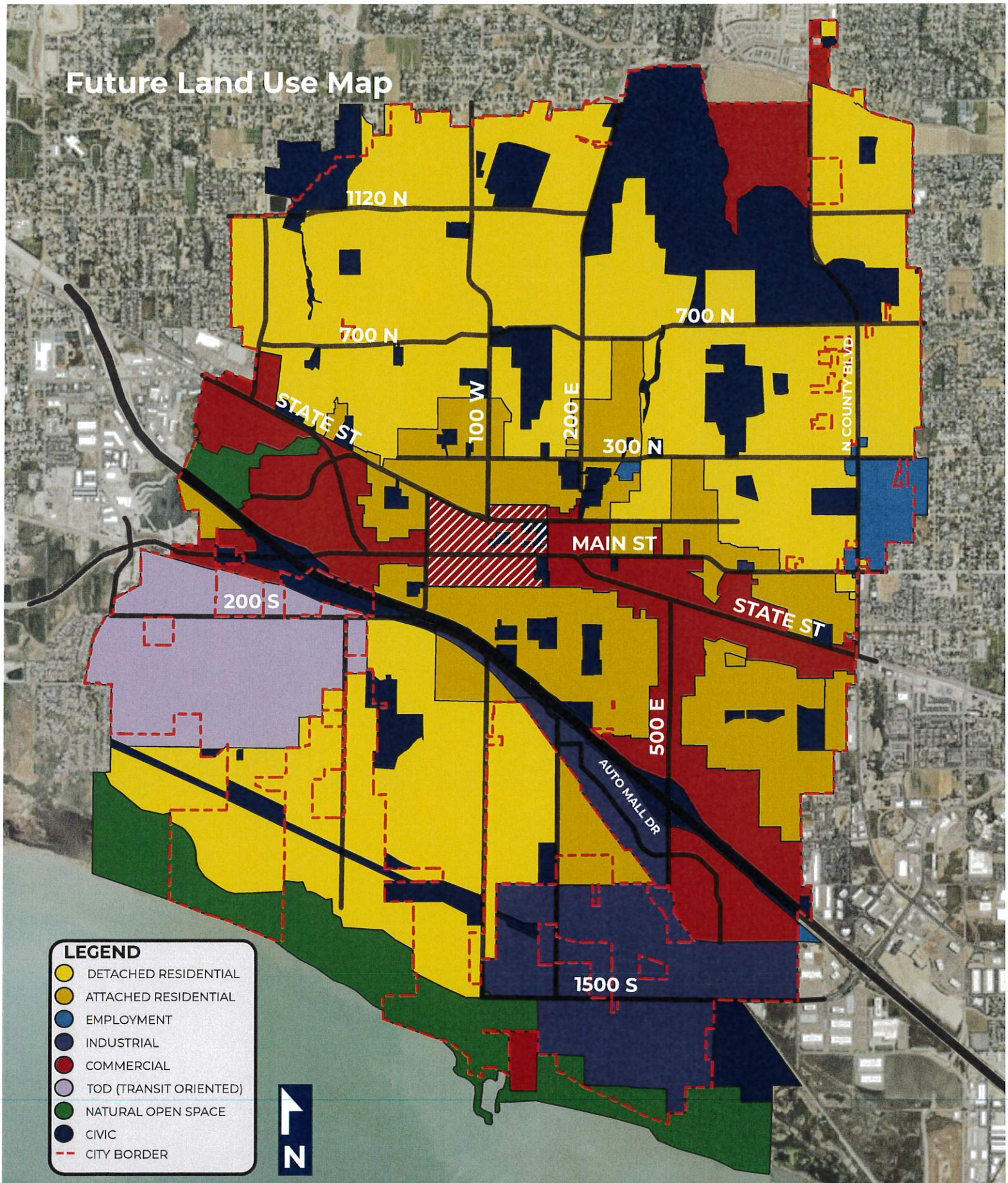
Farther south, near Utah Lake, land use planning will be guided by conservation and thoughtful expansion. This area's open space and agricultural remnants offer opportunities for scenic preservation, low-impact development, and outdoor recreation.

Land Use Integration Strategy

American Fork's land use strategy balances preservation with strategic growth, ensuring the city maintains its character while meeting evolving needs. By directing development to appropriate areas including existing neighborhoods, the plan creates a framework for diverse housing options, accessible amenities, vibrant commercial centers, and connected open spaces that enhance quality of life for all residents.

The Future Land Use Map on the following page represents American Fork's official land use plan and is intended for adoption as part of this General Plan. This map will guide future zoning decisions, development approvals, and infrastructure investments throughout the city and its annexation areas.

Future Land Use Map



*RESIDENTIAL OVERLAY APPLIES ONLY TO SECOND FLOOR AND ABOVE. THE UNDERLYING LAND USE IS FOR GROUND FLOOR USES.

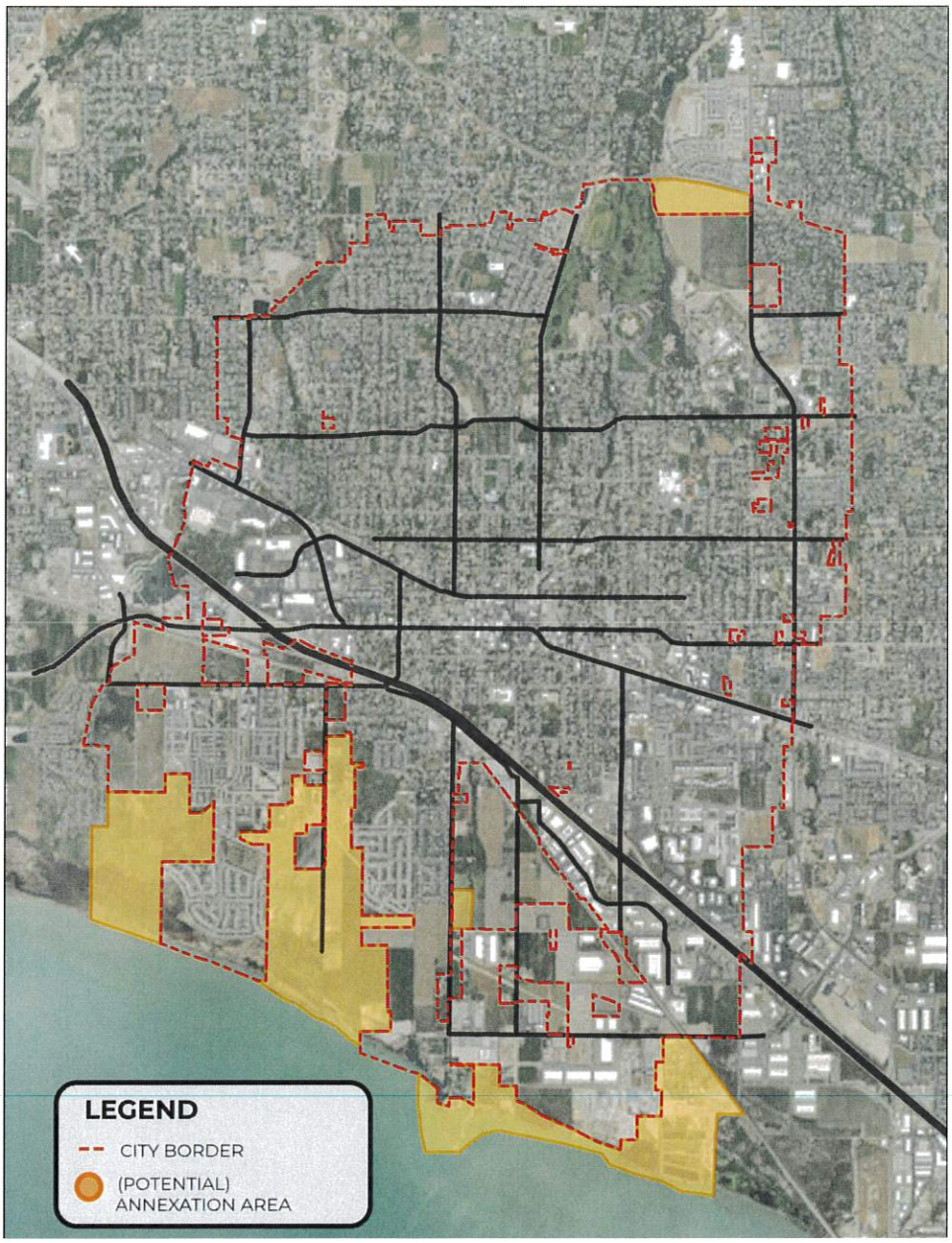
Annexation

As part of American Fork's 2025 General Plan, the city is evaluating potential annexations in the southern portion of its boundaries. These areas, currently characterized by largely undeveloped and agricultural lands, present a strategic opportunity for thoughtful, long-term growth. Annexation of these parcels would create a vital connection between the city and Utah Lake, opening doors for enhanced recreational access, environmental stewardship, and future infrastructure investments that align with the city's vision of sustainable development.

The potential annexation areas could serve as a transition zone between existing urban development and the natural environment of Utah Lake. As the city plans for this expansion, careful consideration will be given to preserving open space, supporting agricultural heritage, and guiding new development in a way that respects the ecological significance of the lakefront.

The city will pursue a phased annexation approach, prioritizing areas with willing property owners and immediate development potential while establishing long-term agreements for conservation areas. Key considerations include extending water and sewer infrastructure in a fiscally responsible manner, coordinating with Utah County on service transitions, and ensuring new development contributes its fair share toward citywide facilities through impact fees.

The annexation process will include robust public engagement to address resident concerns about growth impacts while highlighting benefits such as enhanced recreational amenities, protected open spaces, and strengthened tax base to support community services.





2

DEVELOPMENT FOCUS AREAS

Focus Areas

Based on stakeholder and public feedback, we have identified key locations that should serve as major focus areas for development within American Fork. Each area plays a unique role in fostering a cohesive and vibrant atmosphere where the city can support its residents. The focus areas below feature unique blends of commercial services, public spaces, and housing variety, integrated within the community to enhance access to goods and services while preserving neighborhood character. A more detailed neighborhood plan should be developed for each of these focus areas, further guiding and directing the future of these key locations in the city.

The following covers recommendations for development and potential amenities for each focus area.

1. Transit Center

- Mix of residential and commercial uses
- Potential for commercial and entertainment district
- Station location still to be determined
- Centered within 1/2 mile of FrontRunner Station (per State Code 10-20-403-1)

2. Commercial Center

- Economic engine for the city with its substantial sales tax base
- Potential for additional infill commercial
- Continue to attract high sales generating businesses

3. Downtown Node

- Mix of residential and commercial uses
- Increase connections to create a strong cluster of several blocks along Main Street and thereby create a destination
- Add gathering places to encourage people to linger longer in the area and to enhance the pedestrian experience
- Maintain the historic character while improving the overall appearance of the area
- Redevelopment opportunities exist in the Downtown, along with the potential for changing land uses
- Potential for structured parking

4. North Gateway

- Primarily agricultural at the present time
- Potential commercial development with good access, traffic counts and proximity to large retailers such as Walmart and other destination sites

5. East Gateway

- Primarily commercial development should continue
- Needs a better defined gateway into the city

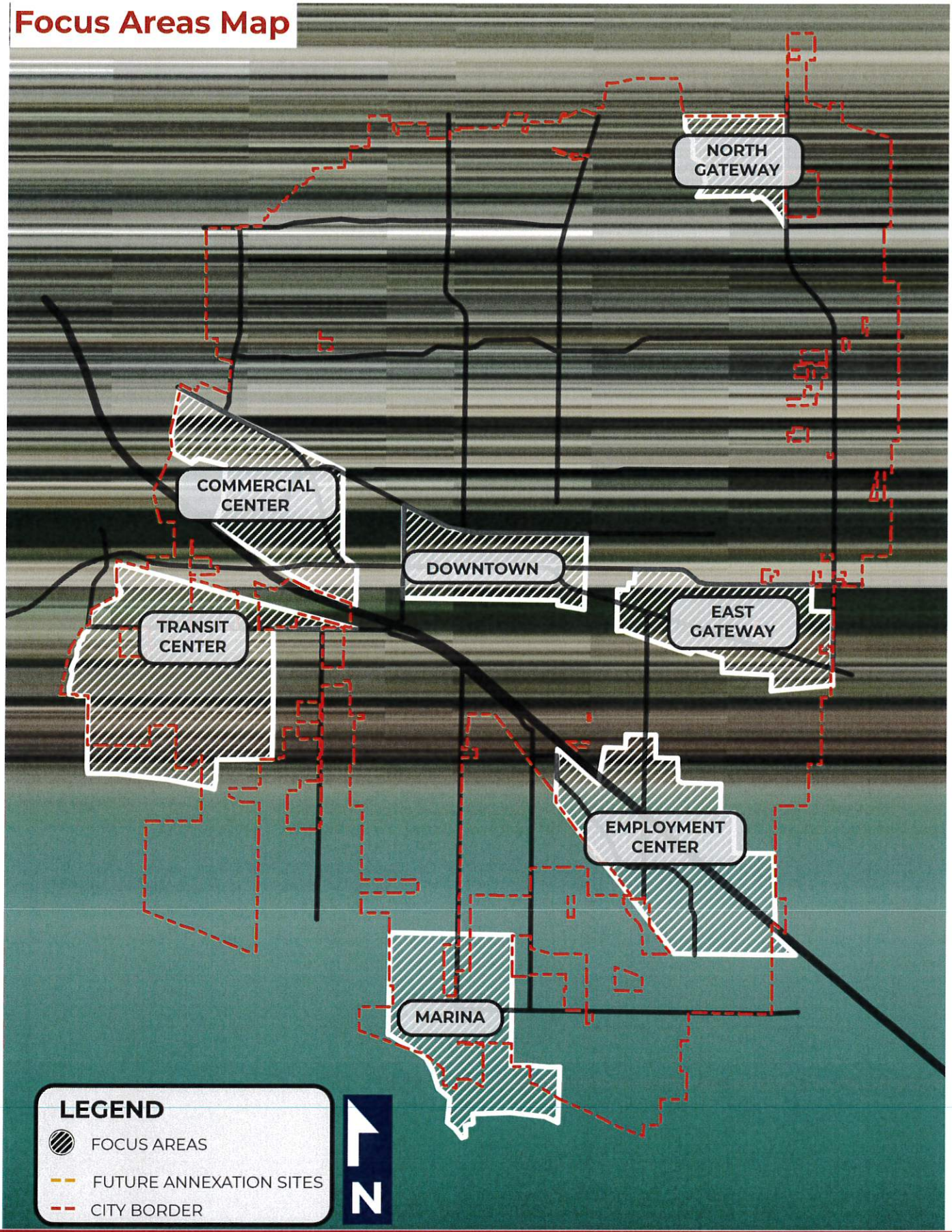
6. Employment Center

- Has highest percentage of city employment
- Potential for redevelopment of some buildings; however, most buildings have been built since 1995

7. Marina

- Significant amount of vacant land
- Lakefront recreation opportunities
- Create a cultural and recreational destination and amenity for the city

Focus Areas Map

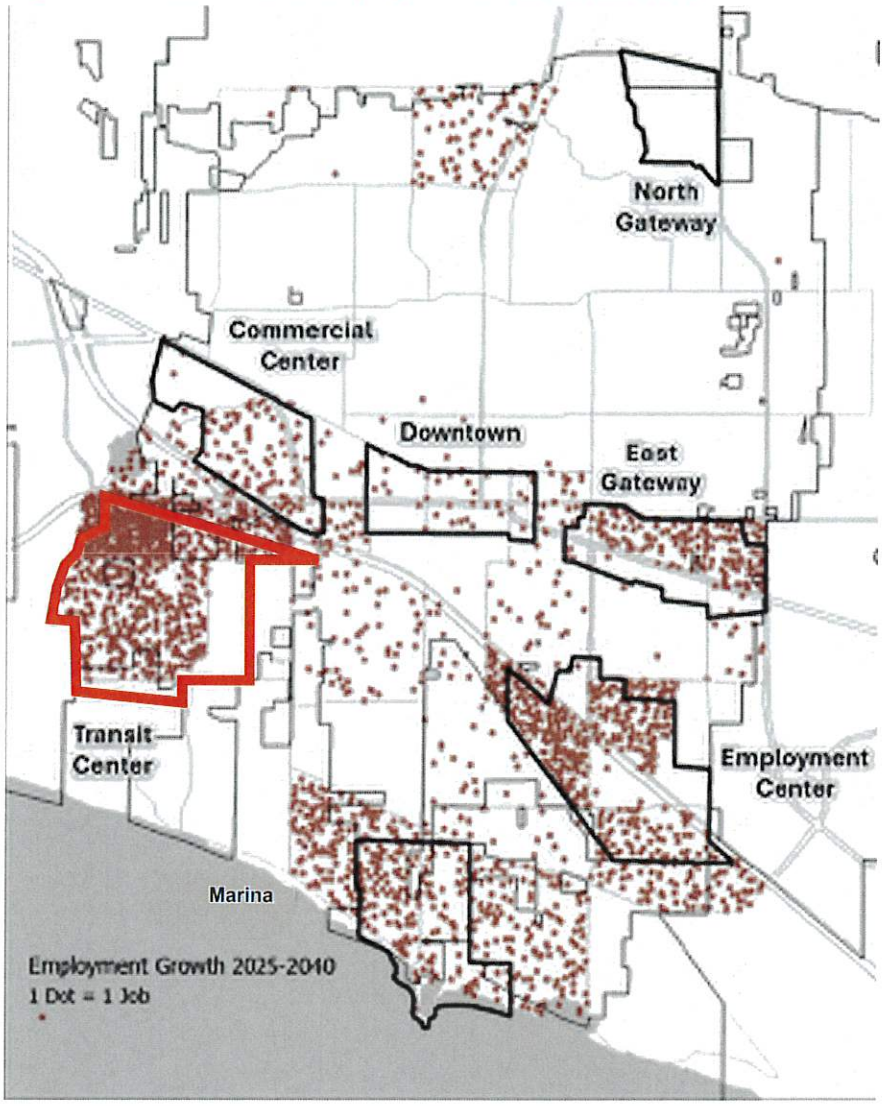


1. TRANSIT CENTER

Overview

Transit Center is expected to have some of the of the densest job growth when compared to the other nodes.

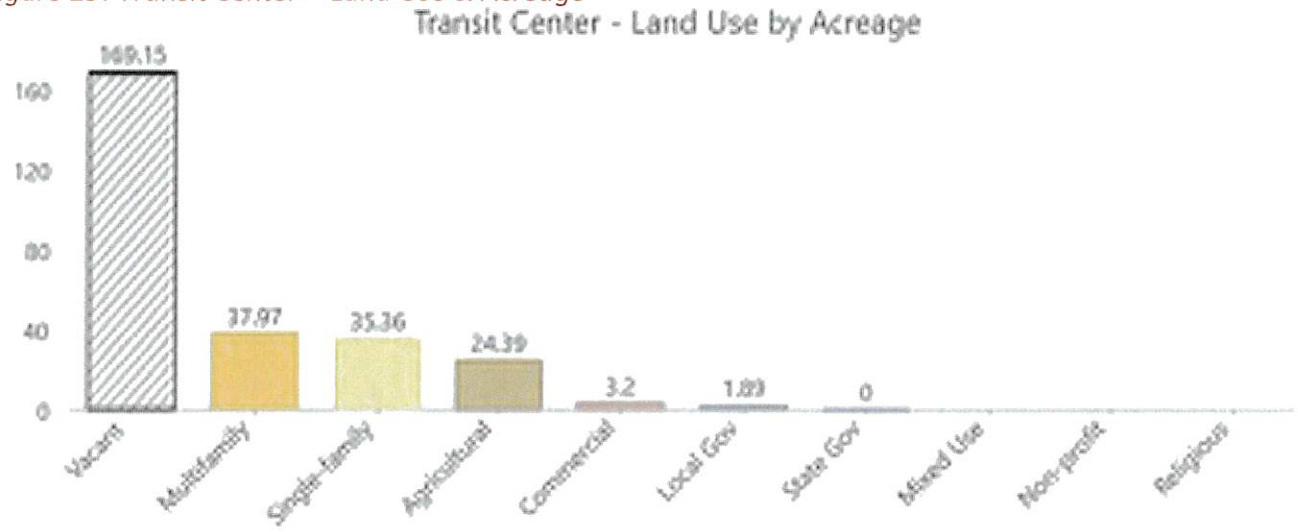
Figure 28: Transit Center Employment Growth 20252050



Source: Utah Automated Geographic Reference Center (AGRC), 2025

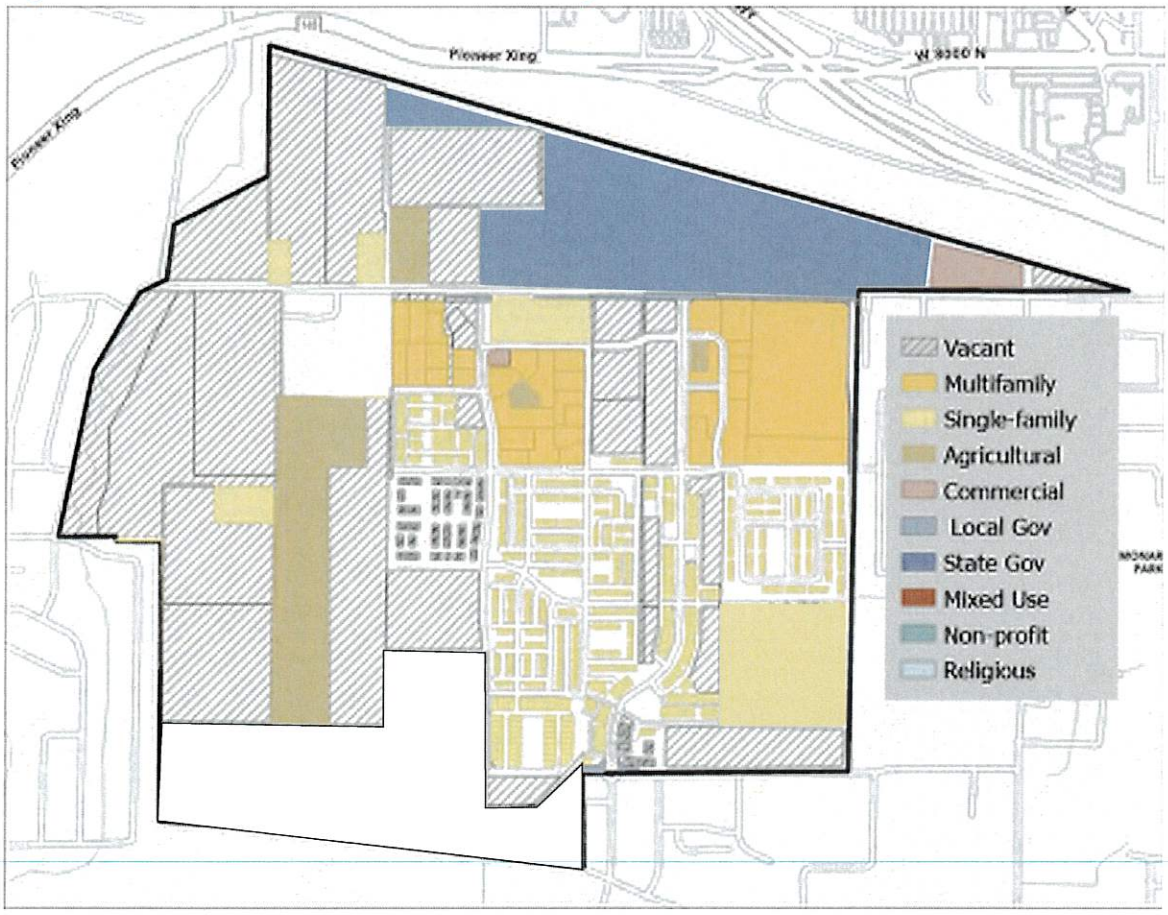
The large amount of vacant land in this area, along with the transit hub, presents a significant economic development opportunity for the City. Future development in this area could include office, higher density residential and entertainment/dining uses that work to create a vibrant City destination. Station location options are currently being considered but connectivity with "The Meadows" is of prime importance and should be a strategic objective.

Figure 29: Transit Center – Land Use & Acreage

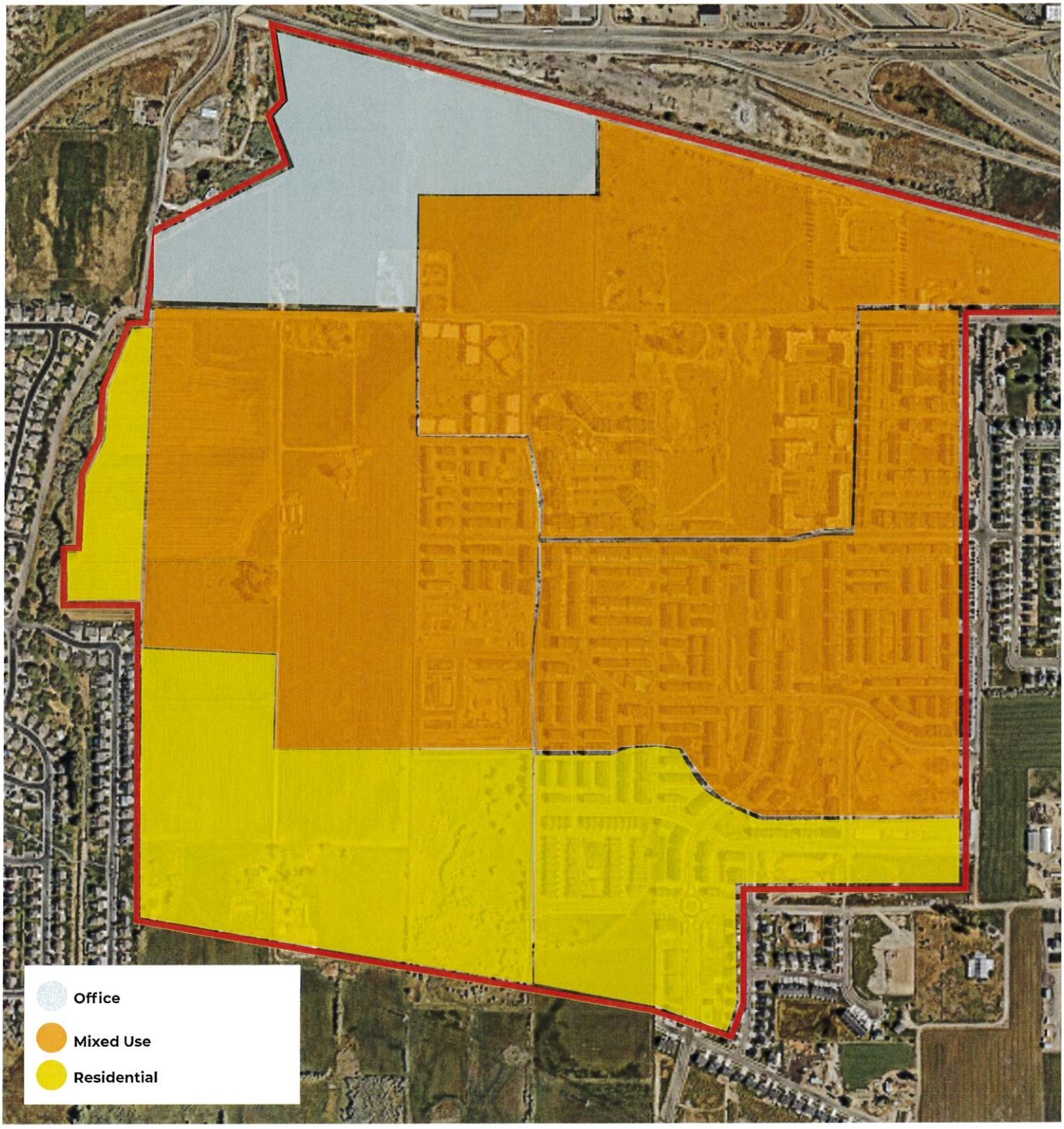


Source: Utah Automated Geographic Reference Center (AGRC), 2025; ZPFI Analysis, 2025

Figure 30: Transit Center – Land Use & Acreage



Source: Utah Automated Geographic Reference Center (AGRC), 2025



TRANSIT CENTER: RECOMMENDATIONS / POTENTIAL AMENITIES

This transit center will be a large mixed-use hub around the FrontRunner station. By promoting residential and commercial uses in this area, the city will have the opportunity to erect a regional events center. This will be unique as the only building of its kind in Utah County, likely driving civic pride and an increased tax base.

POTENTIAL AMENITIES*

** Conceptual in nature. Intended to highlight optons for future development, not a guarantee of any particular type of development occurring.*



Potential to Relocate FrontRunner station

Changes to the station that improve multi-modal access are greatly desired.



Ensure Mixed-use Residential in the Station Area

Apartments and condos with ground-floor retail



Develop Local Commercial in the Station Area

Neighborhood shops and services for transit area residents



Possibility for an Events Center

Constructing a regional events center would bring civic pride to Utah County and increased tax base to American Fork.



Install Gateway Feature

Entryway features elevate the character of a development and set it apart from the surrounding neighborhoods.



Install Rail Trail

Creating a rail trail will allow residents to have greater access to public transportation.



Promote Hospitality Center

Hotels and conference facilities near the station

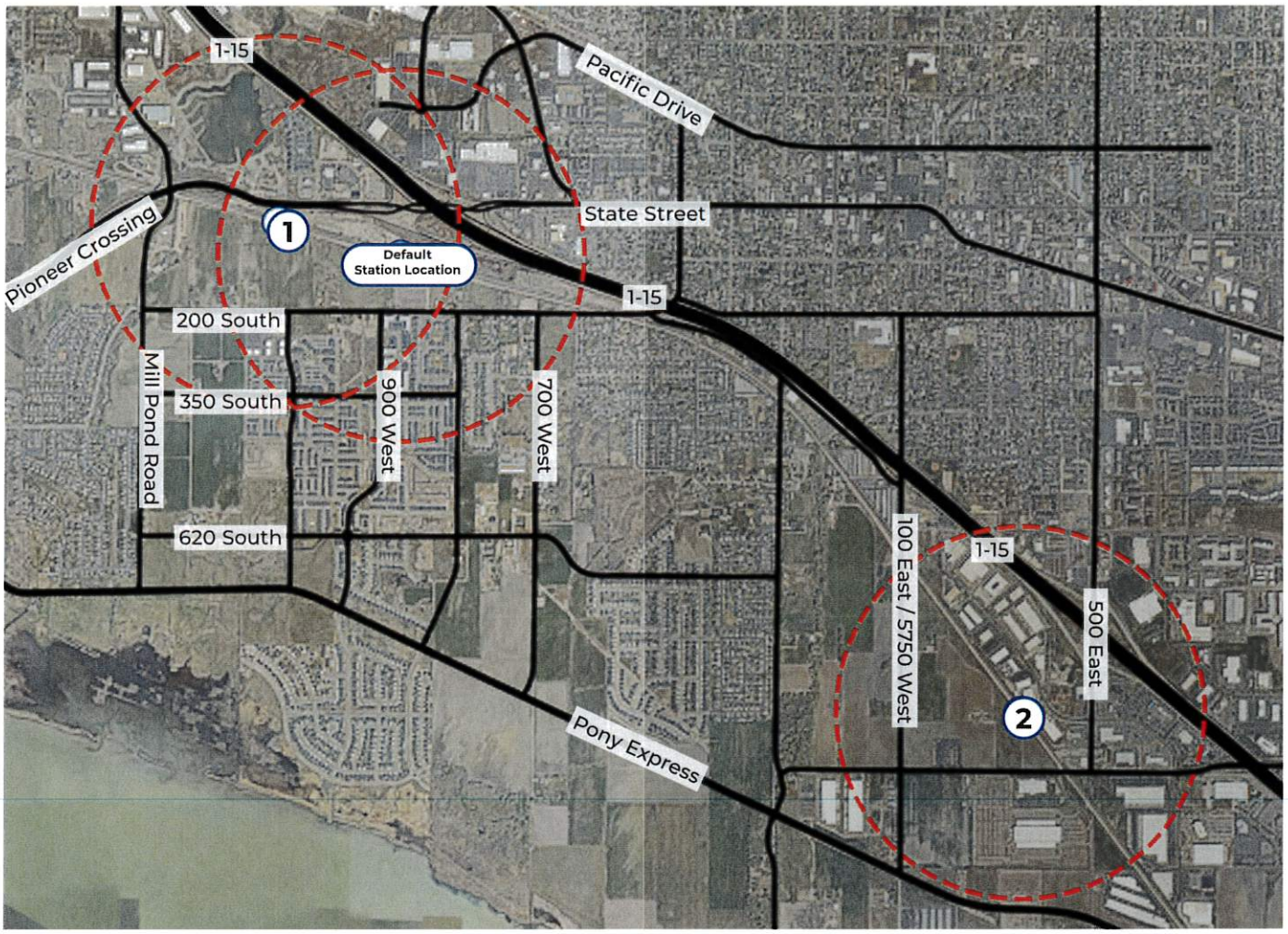
Station Location Options

The location of the FrontRunner station in American Fork has been a central consideration for the city. Preliminary locations were identified and vetted during the concept phase of the Station Area Plan Study (2025). After extensive analysis and stakeholder input, American Fork City considered additional station location options. From that research and analysis three potential viable station locations were identified within the city. These options were selected based on their ability to accommodate the future growth of the region in terms of population, transportation, and access (see the map below).

- **Default Station Location** would keep the existing station location;
- **Option 1** is northwest of the current location near the Pioneer Crossing roadway;
- **Option 2** currently is southeast near the 500 East interchange

Several factors have been considered in the narrowing of these three options, including cost, economic impact, traffic impact and access, funding opportunities, and potential for redevelopment. As a result, the options have been organized by preference, with Option 1 being initially preferred if it can be made viable, followed by Option 2 and finally Option 3.

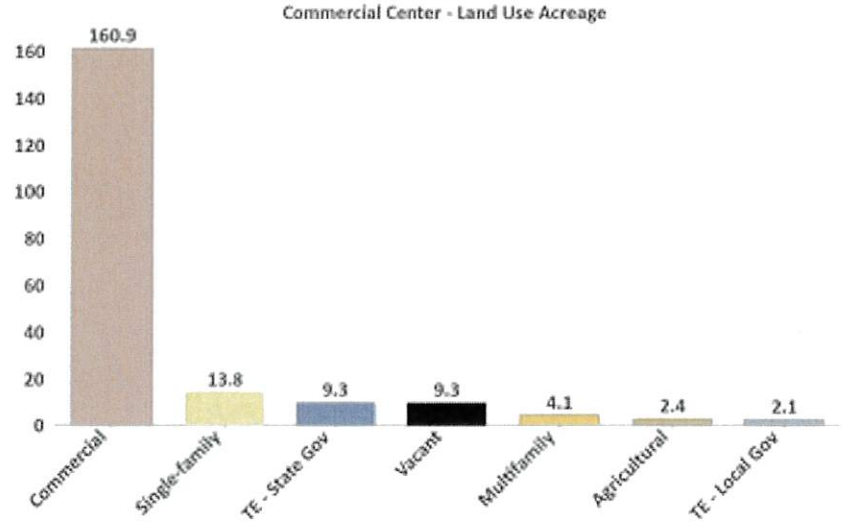
The evaluation of the viability of each option is accomplished by setting conditions and milestones within a given timeframe. The year 2030 was chosen as the first milestone year so there will be time to pivot to a new strategy if needed before the 2034 Olympics.



2. COMMERCIAL CENTER

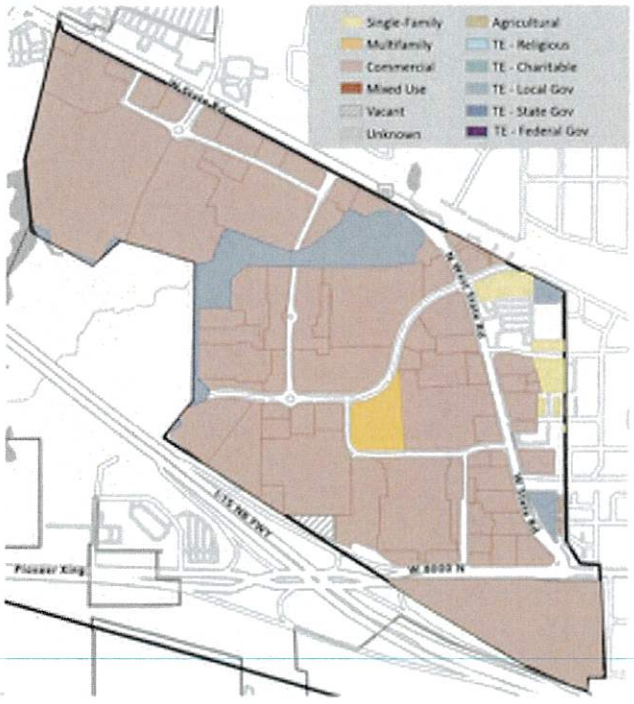
Nearly all of the land in the commercial center is commercial in nature, reflective of this area as the City's major tax generator. As business turnover in this area occurs, efforts should be made to attract businesses with high sales per square foot margins. This area is critical for the fiscal sustainability of the City.

Figure 15: Commercial Center – Land Use Acreage



Source: Utah Automated Geographic Reference Center (AGRC), 2025

Figure 16: Land Use Commercial Center



Source: Utah Automated Geographic Reference Center (AGRC), 2025



COMMERCIAL CENTER: RECOMMENDATIONS / POTENTIAL AMENITIES

This I-15 interchange provides the main access to the city. The land use in this area is predominantly commercial, but has the potential to be a walkable, inviting experiential retail hub. By investing in shopping and dining, the city can see growth in a casual, date-night style atmosphere.

POTENTIAL AMENITIES*

** Conceptual in nature. Intended to highlight optons for future development, not a guarantee of any particular type of development occurring.*



Develop Wetlands Park

This area feeds into the pond just beyond I-15. These wetlands should be protected and can be leveraged as a local park. It will also serve as a connection to the parks and trails to the north of this area.



Infill Commercial Pad

Filling in vacant parcels or underutilized parking would enhance the intensity and viability of the area.



Expand Commercial Options

Bringing new businesses into the area would further improve the existing tax base.



Preserve Regional Retail

This area is ideal for retail as it is located at the hub of I-15, Pioneer Crossing, FrontRunner, and Pony Express. Preserving what is there as well as inviting new retailers to the area will maximize the land use of this retail zone.



Develop Experiential Shopping

Experiential shopping opportunities will add diversity and resiliency to the existing retail offerings.



Improve Access to Hospitality uses

By improving the multi-modal connections between hospitality uses and the entertainment and shopping area, congestion will be minimized, increasing the ease of access.



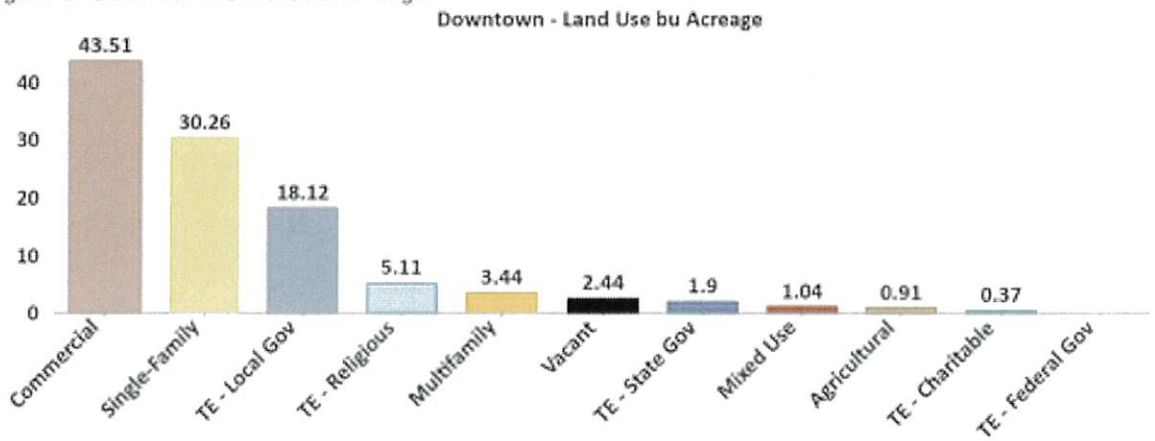
Encourage Sit-down Style Restaurants

Encouraging more sit-down dining options will increase the range of eateries and opportunities for residents and visitors alike.

3. DOWNTOWN CENTER

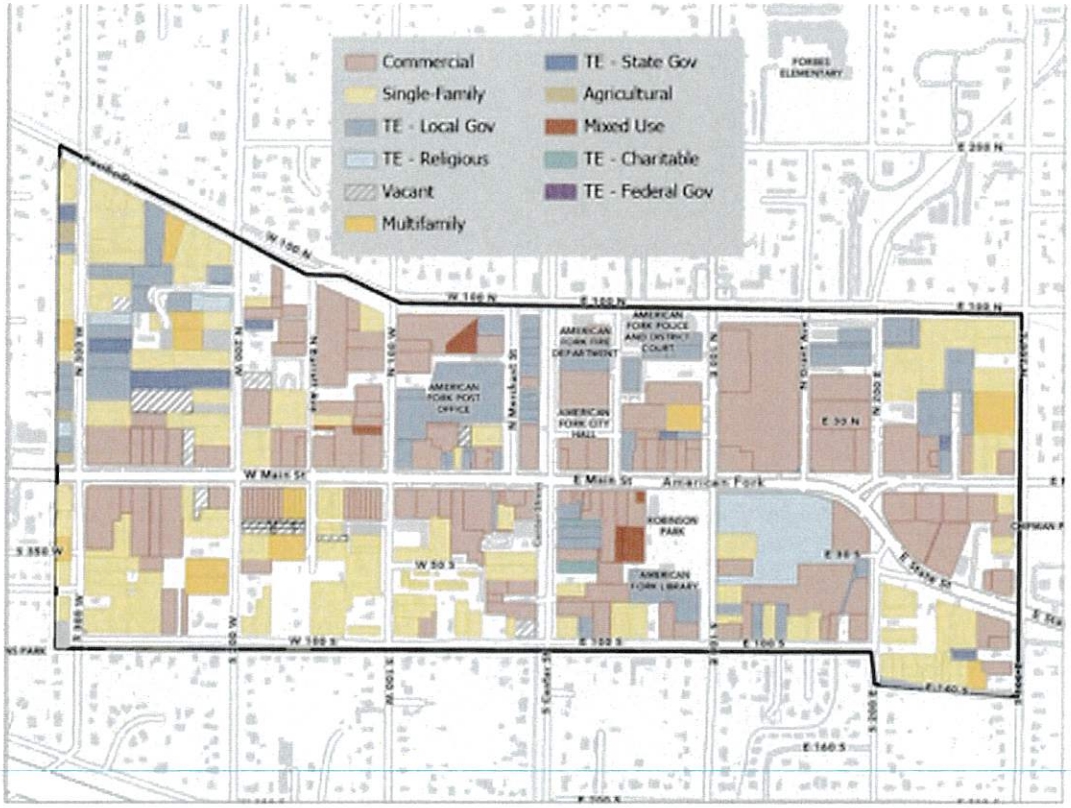
Land use in downtown is fairly equally split between commercial/institutional and residential uses. Very little vacant land remains and therefore this area is best suited for redevelopment as much of the product in downtown is aging, especially as compared to other commercial and employment centers in the city.

Figure 9: Downtown Land Use Acreage



Source: Utah Automated Geographic Reference Center (AGRC), 2025

Figure 10: Downtown Land-Use



Source: *Utah Automated Geographic Reference Center (AGRC), 2025*

According to Destination Downtown, which has conducted extensive research into successful downtowns, a city needs to have retail clustering in at least three contiguous city blocks. This can start with just one or two blocks and some "pioneer" investors who are patient. For American Fork, this could include several blocks along Main Street, with increased connectivity between key destinations. Connectivity can include buses, trolleys, pedestrian walkways, greenways, improved facades that encourage walkability and improved signage.

Anchor tenants are important to a successful downtown – those destination businesses that draw people to the area. Examples include a specialty ice cream store, used-bookstore, bakery, party supplies, beauty supplies, gift stores, children's clothing, unique restaurants, etc.

Another key to a successful downtown area is for people to live in the downtown area, thereby creating a 24/7 population and adding vibrancy to the area. Businesses should stay open after 6:00 p.m. to serve this clientele, as well as other visitors to the area.

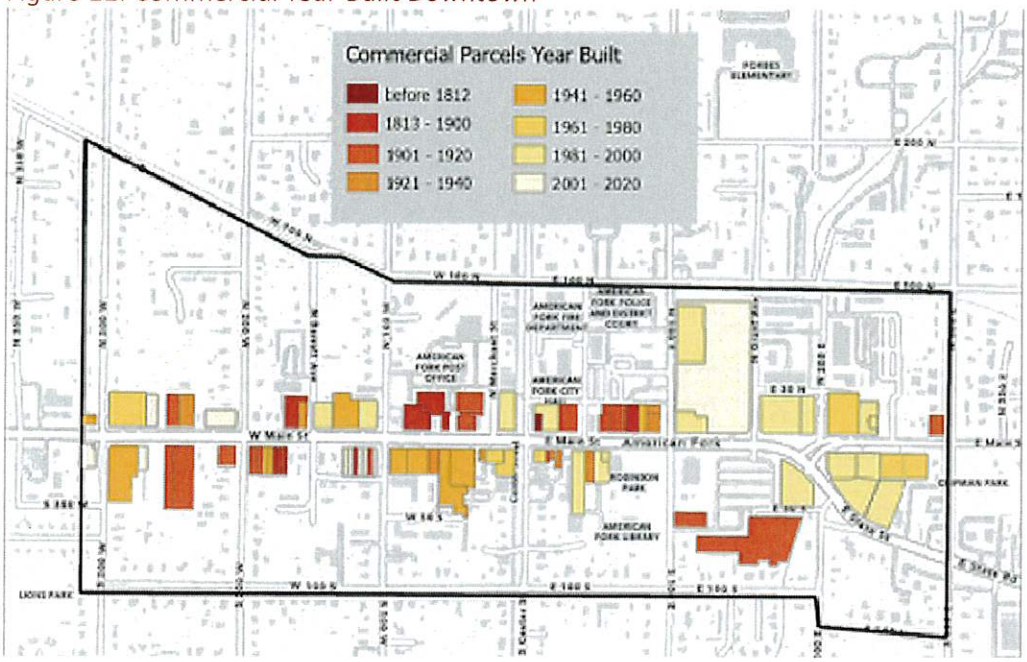
Walkable, friendly streets, as well as community gathering spots, are important in downtowns. Some cities have provided downtown amenities such as small pocket parks, ice ribbons, picnic areas or splash pads in order to encourage the public to come and stay in the area.

Where is downtown? Signage and branding help establish an image and solidify the idea that one has arrived at an important and desirable place. They send the message, "Stop, stay awhile, and spend some time with us." Businesses that extend out onto the sidewalks, whether it is a sidewalk sale, or small table and benches, also create a friendly atmosphere.

American Fork's downtown has some great historic buildings. While redevelopment and development can occur in the downtown, care should be taken to ensure that the historic nature of the area remains a strength.

The commercial year built for properties in downtown is shown for properties where year built data is available.

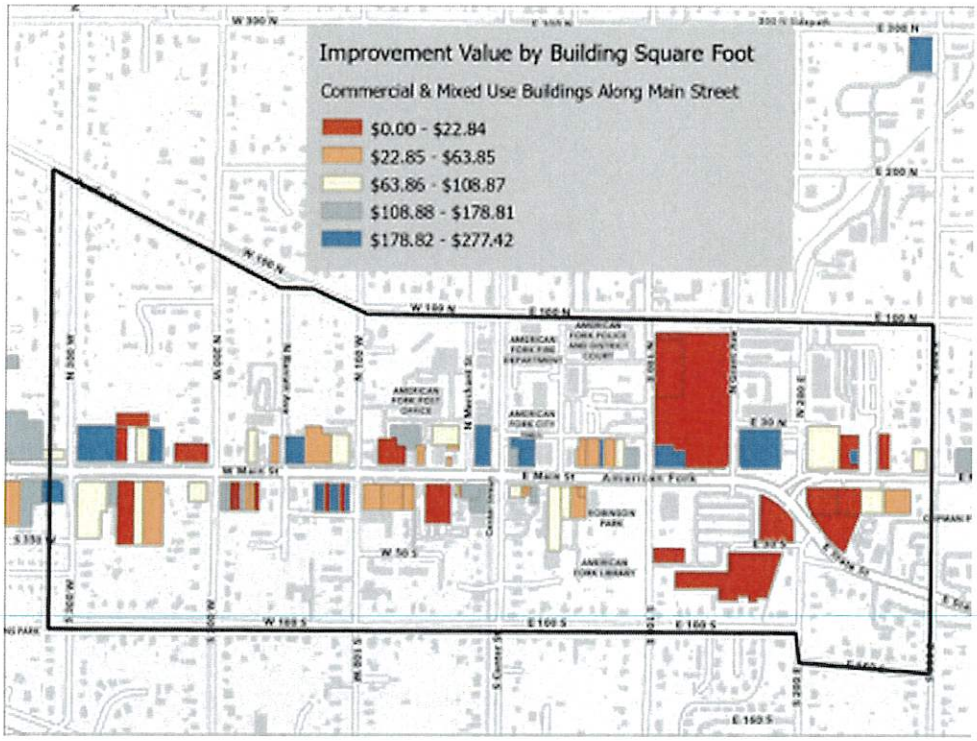
Figure 11: Commercial Year Built Downtown



Source: Utah Automated Geographic Reference Center (AGRC), 2025

As shown in Figure 11, several of the commercial buildings in Downtown were built before 1980. Further, commercial improvement values in downtown are generally low, suggesting that multiple properties are ripe for redevelopment. While other factors such as physical condition of buildings should be considered, low improvement values are one indicator of redevelopment potential.

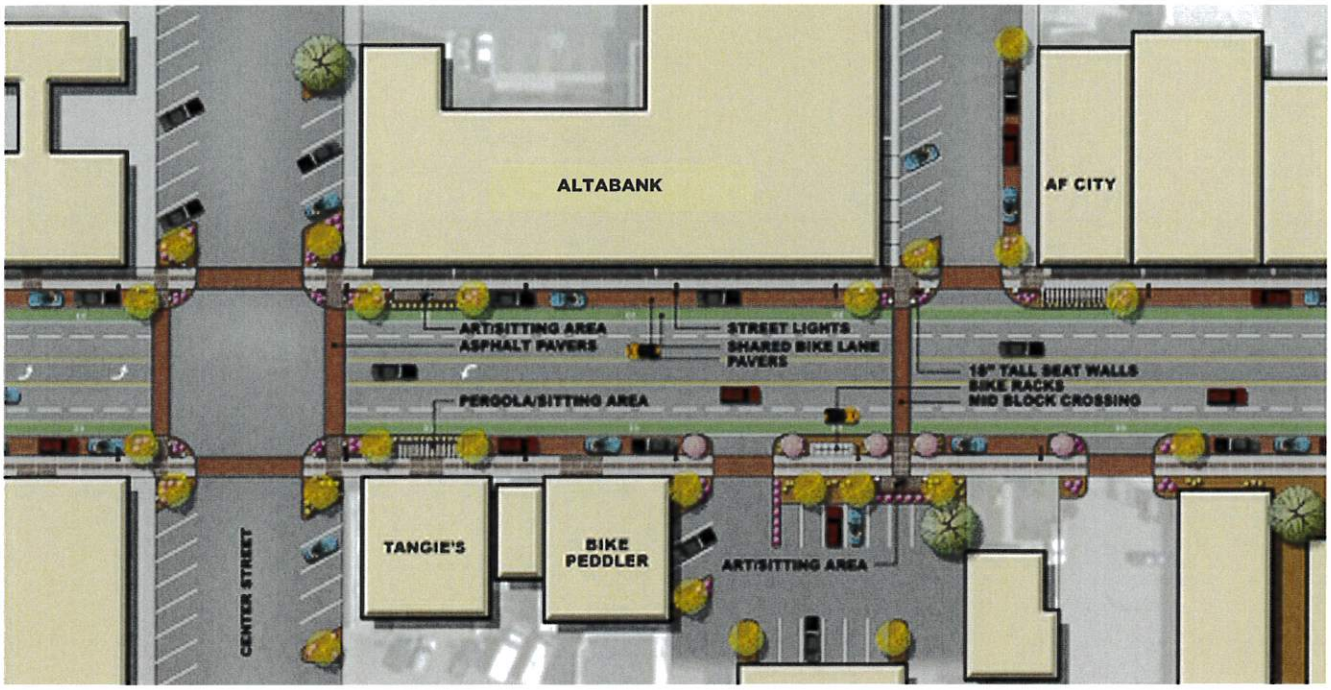
Figure 12: Commercial Improvement Values Downtown



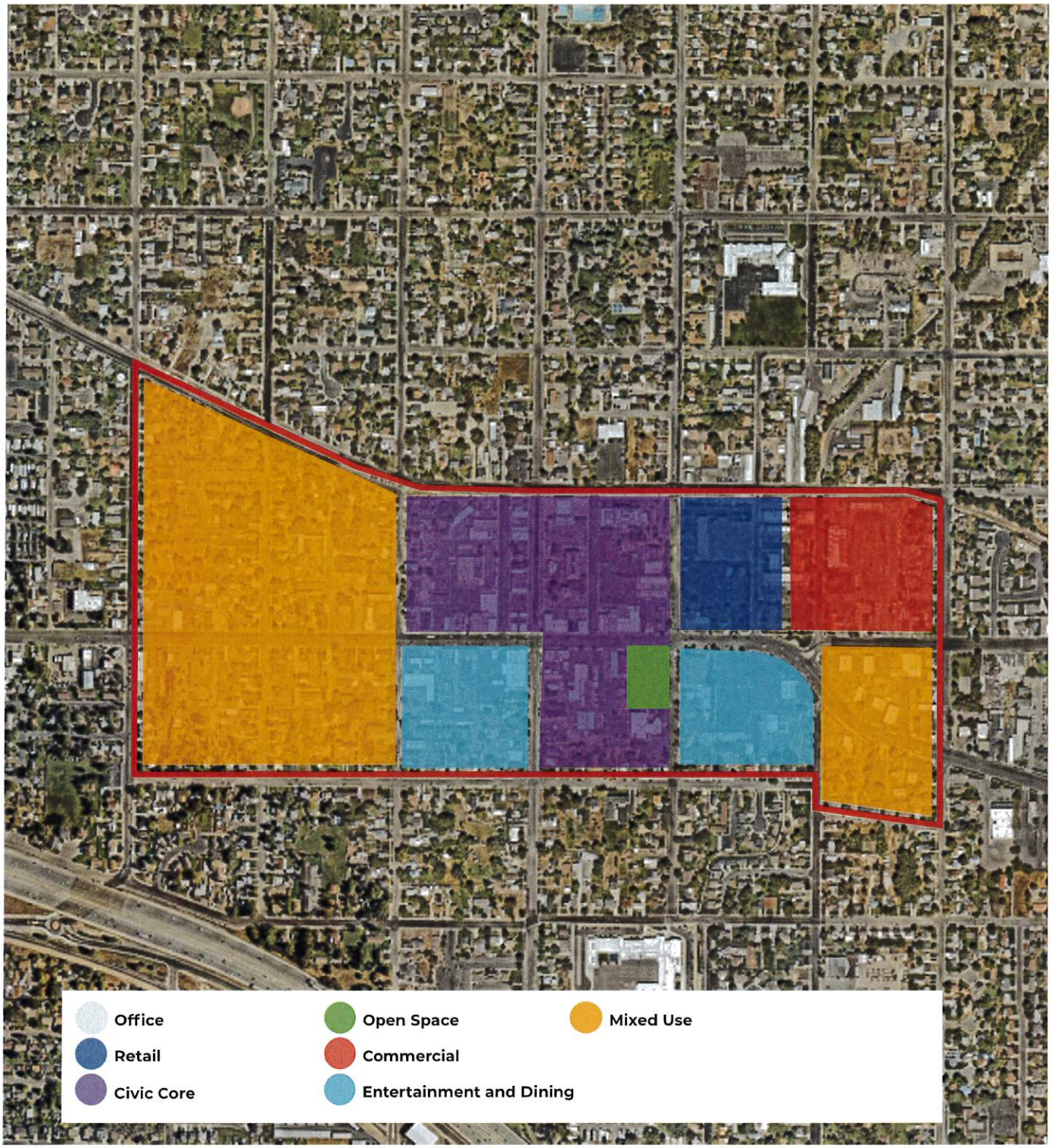
Source: Utah Automated Geographic Reference Center (AGRC), 2025

Downtown American Fork has had a number of studies completed to help envision its future. The most recent Main Street Vision plan has outlined the history, zoning, core development, road cross sections, streetscape elements, and gateway design. Future efforts should be made to protect the historic architecture and establish the downtown as the heart of the city.

Design elements discussing public gathering spaces, active transportation, branding and wayfinding, and the proposed streetscape elements should be implemented. Additional funding or studies should be focused on constructing community enhancements and other improvements to create development interest within this area. The images below delineate some of the proposed improvements for the Downtown area.







DOWNTOWN CENTER: RECOMMENDATIONS / POTENTIAL AMENITIES

Downtown American Fork has great potential. By emphasizing gathering spaces, community events and civic facilities in this area, the city can support hometown pride in its residents. Promoting higher intensity in housing units will allow for a greater commercial presence as well, continuing to invite visitors to visit.

POTENTIAL AMENITIES*

** Conceptual in nature. Intended to highlight optons for future development, not a guarantee of any particular type of development occurring.*



Create Public Gathering Space

This location currently emphasizes civic services. Public gathering spaces such as festival streets and farmer's markets would enhance the downtown character and American Fork City's culture.



Preserve Historic Buildings

Residents expressed deep interest in protecting the city's historic buildings and architecture. By encouraging the preservation of these structures, the city maintains its historic downtown atmosphere and legacy.



Develop Municipal Complex

Residents expressed the importance of linking civic offices and services. By constructing a municipal complex, the city can provide consolidated and efficient services to its residents.



Redevelop Downtown Core

Residents expressed a desire for downtown to be redeveloped. By encouraging new businesses to come to town there is a need for new buildings to match the historic feel.



Encourage Experiential Retail

Experiential shopping opportunities will provide new opportunities for residents



Support Adaptive Reuse Efforts

Encouraging business owners to adapt older buildings to suit their business needs will preserve the historic nature of the area.



Enhance Multi-modal Transportation

Investing in multi-modal transportation allows the city to better meet the needs of its residents. This multi-modal transportation system could include a city-wide circulator.



Increase Number of Residential Units and Types

Encouraging a range of housing types in the downtown will increase its vibrancy and support existing uses.



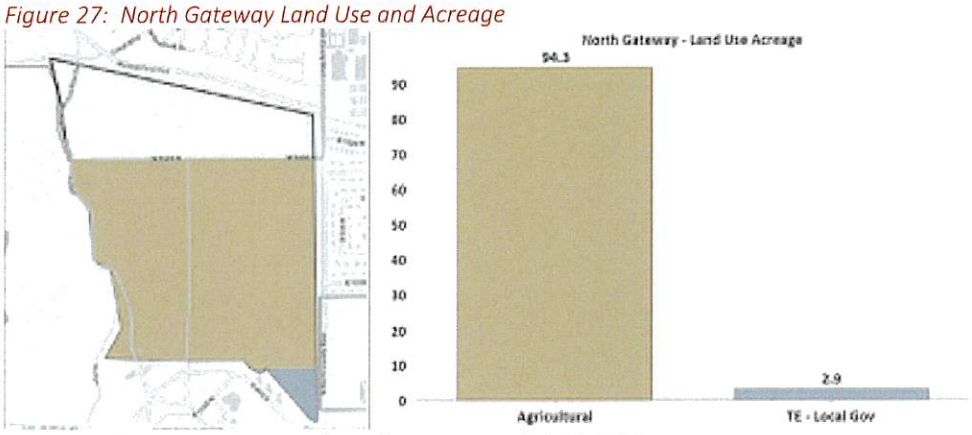
Encourage Arts, Beautification Measures, and Branding

Creating a brand will help unify and invigorate existing uses and character of the downtown. Potentially redeveloping surface parking into structured parking can enhance the beauty and environment of the downtown as well.

4. NORTH GATEWAY

The North Gateway area is almost entirely agricultural at the present time. This area should be considered another entrance to the city and should capitalize on the good traffic counts along the corridor. A retail center with a mix of uses, could thrive in this area building on the traffic already coming to the Walmart a few blocks to the north. The Utah State Developmental Center is located in the southern portion of this area and a golf course is located on the western edge, thereby creating a good buffer for commercial development.

Figure 27: North Gateway Land Use and Acreage



Source: Utah Automated Geographic Reference Center (AGRC), 2025

POTENTIAL AMENITIES*

** Conceptual in nature. Intended to highlight optons for future development, not a guarantee of any particular type of development occurring.*



Coordinate with Highland City to Create a Cohesive plan

The northern portion of this property is part of Highland City. By coordinating development with them, the neighborhood can be cohesive and highly desirable.



Trail Connection to Mary and Art Dye Park

Recreational access is enhanced by connecting to the neighboring regional park and trail system. This will elevate the lives of residents.



Entryway Features

Entryway features elevate the character of a development and set it apart from the surrounding neighborhoods.



Food Trucks

Food trucks allow for small, temporary dining options, where permanent options may not be feasible.



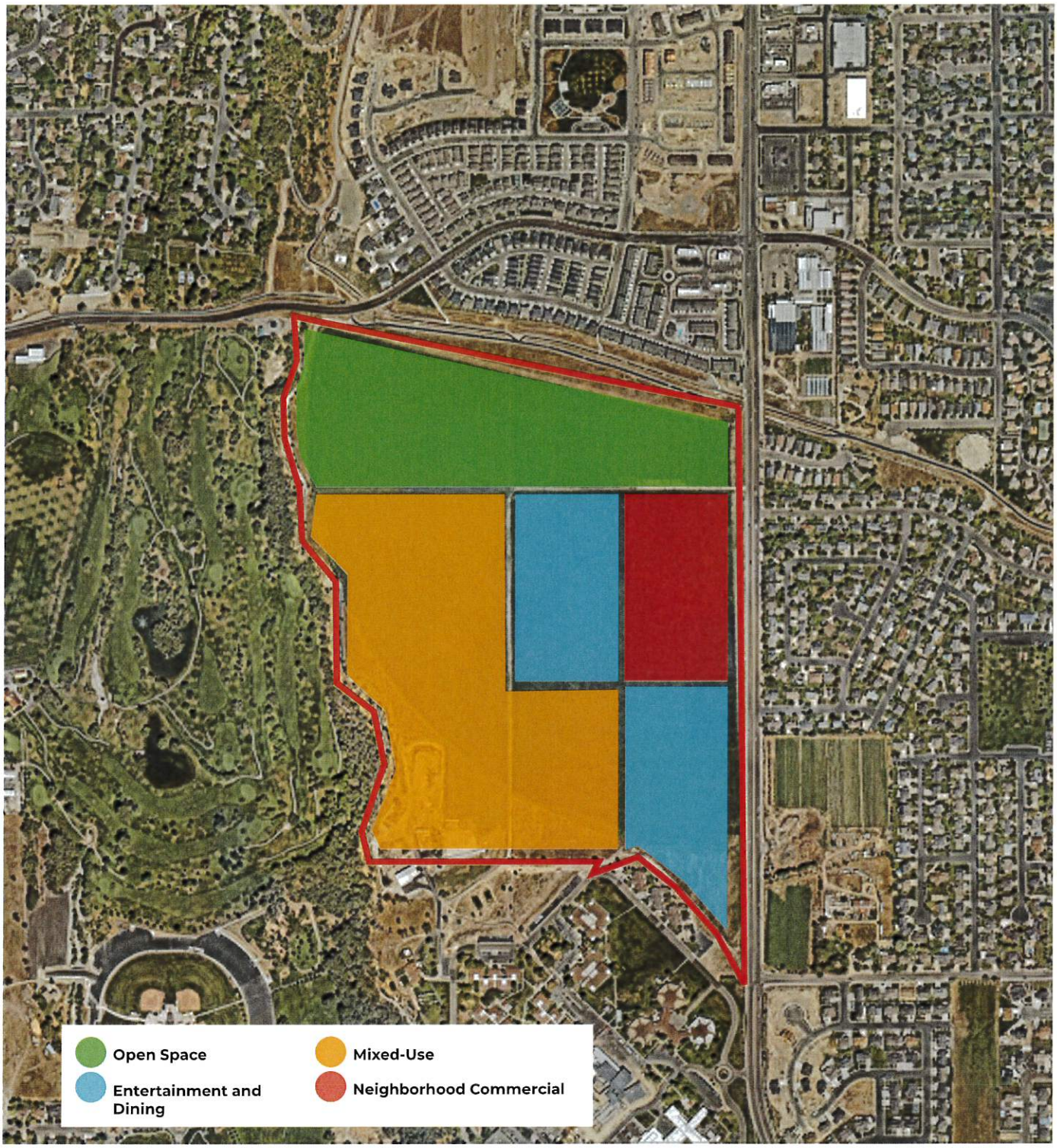
Gathering Areas

Creating public gathering spaces would enhance the character of this gateway area. These spaces could be plazas, concert venues, greens, etc.



Neighborhood Commercial

Residents commented that they would like to see more small commercial options in this area. Providing these services minimizes traffic and congestion concerns.



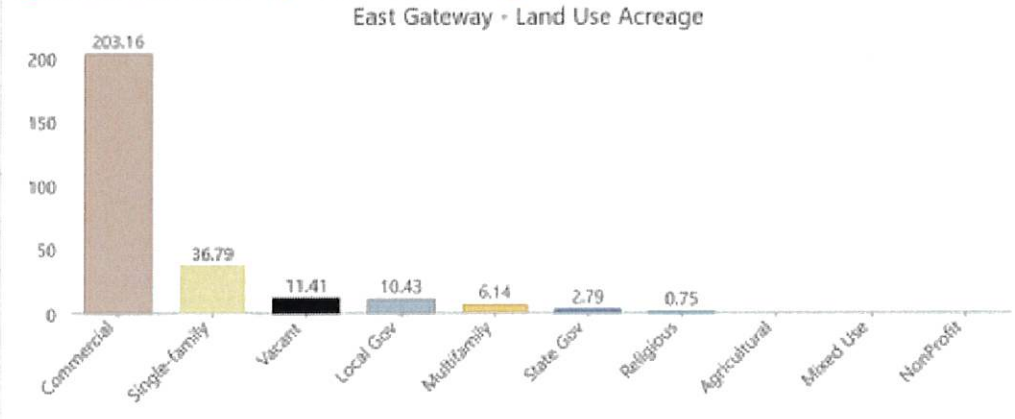
NORTH GATEWAY: RECOMMENDATIONS / POTENTIAL AMENITIES

North gateway has the potential to be an exciting mixed-use residential and commercial zone. By prioritizing recreational and entertainment amenities, alongside neighborhood commercial, the city can guide this area to be an attractive residential community.

5. EAST GATEWAY

East Gateway is composed primarily of commercial uses. Over time some of the remaining single-family uses could potentially change to commercial uses. There is also redevelopment potential for some of the older and less costly buildings in this node.

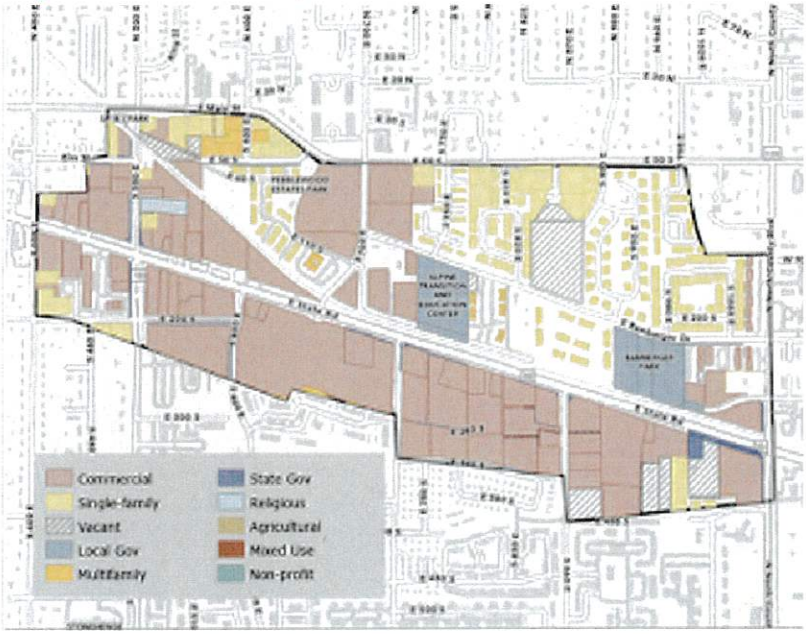
Figure 24: East Gateway – Land Use Acreage



Source: Utah Automated Geographic Reference Center (AGRC), 2025

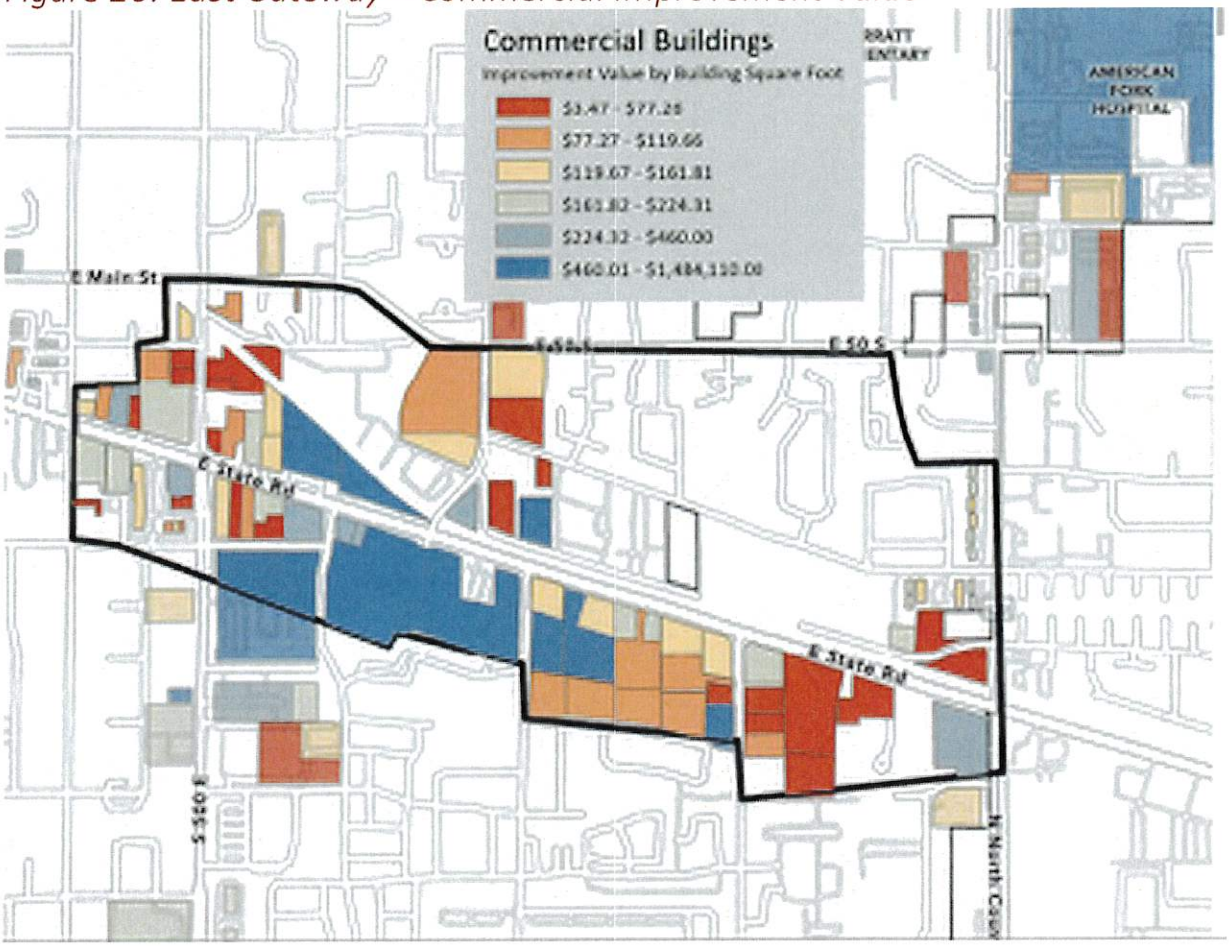
This area needs to be defined as an entrance into American Fork with either signage, landscaping, monuments or other means of distinguishing this entry point.

Figure 25: East Gateway – Land Use

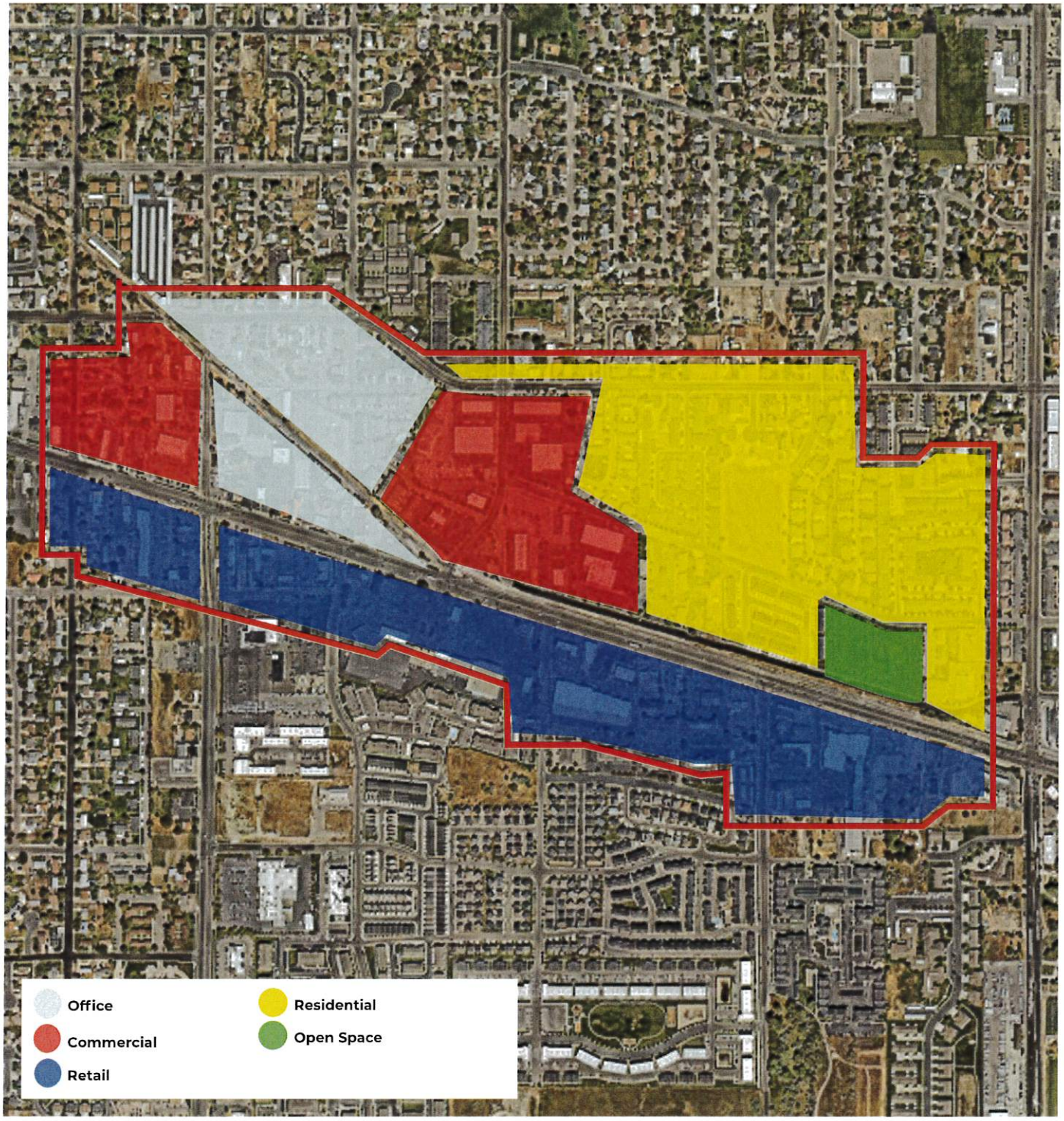


Source: Utah Automated Geographic Reference Center (AGRC), 2025

Figure 26: East Gateway – Commercial Improvement Value



Source: Utah Automated Geographic Reference Center (AGRC), 2025



EAST GATEWAY: RECOMMENDATIONS / POTENTIAL AMENITIES

East gateway is an extension of the downtown core. The residential and commercial uses flow into this area. Erecting a gateway feature in this area would set American Fork apart from its neighbors, letting visitors know they have arrived in a truly unique and exciting place for recreation and entertainment.

POTENTIAL AMENITIES*

** Conceptual in nature. Intended to highlight optons for future development, not a guarantee of any particular type of development occurring.*



Establish Iconic Gateway Features

Entryway features elevate the character of a development and set it apart from the surrounding neighborhoods.



Explore "Rail Trail" Opportunities

Creating a rail trail will allow residents to have greater access to public transportation.



Enhance Streetscape

Residents expressed their desire for a more inviting and comfortable experience walking through this district. Investing in street trees, plants, light fixtures and other materials will enhance the experience to all who travel through.



Mixed-use Infill

Fill in unused space by encouraging mixed-use developments. This will invite new businesses and more housing options.



Professional Services

Residents expressed their desire for professional services to be located closer to home. Encourage doctors, dentists, and other specialists to practice in the city.



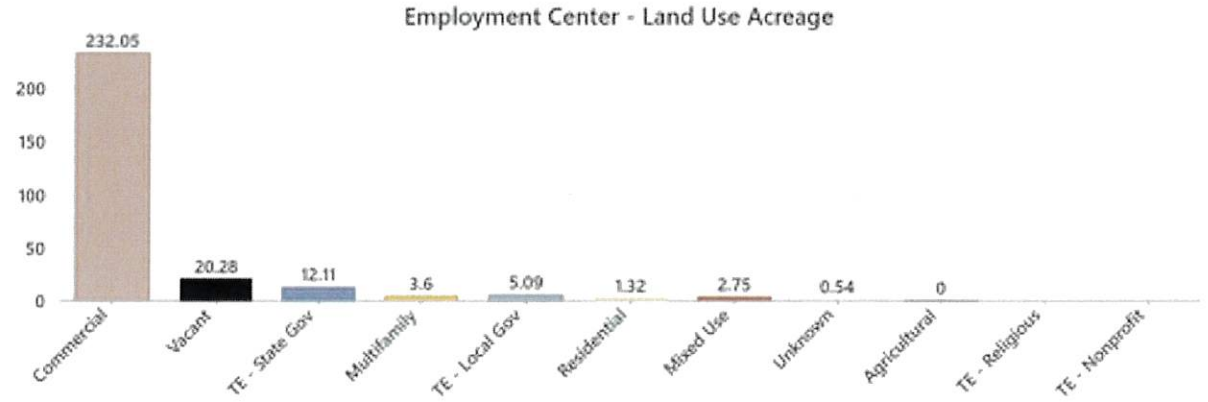
Enhance Amenities at Bamberger Park

This park currently has a retention basin and a children's soccer pitch. By investing in this park, the city can reinforce this area as a gateway.

6. EMPLOYMENT CENTER

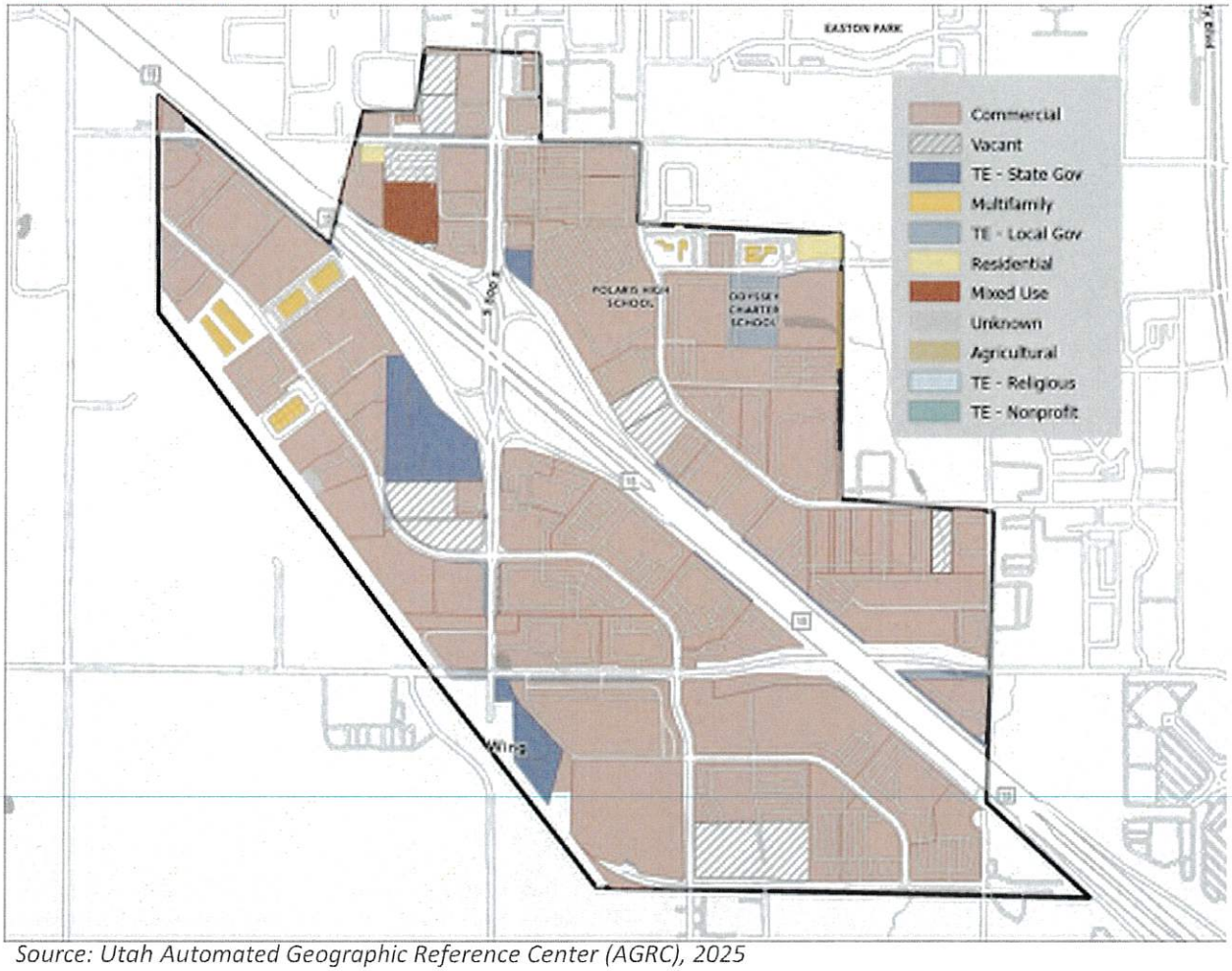
Employment Center is almost entirely commercial development and is the largest employment center in the City.

Figure 17: Employment Center – Land Use by Acreage



Source: Utah Automated Geographic Reference Center (AGRC), 2025

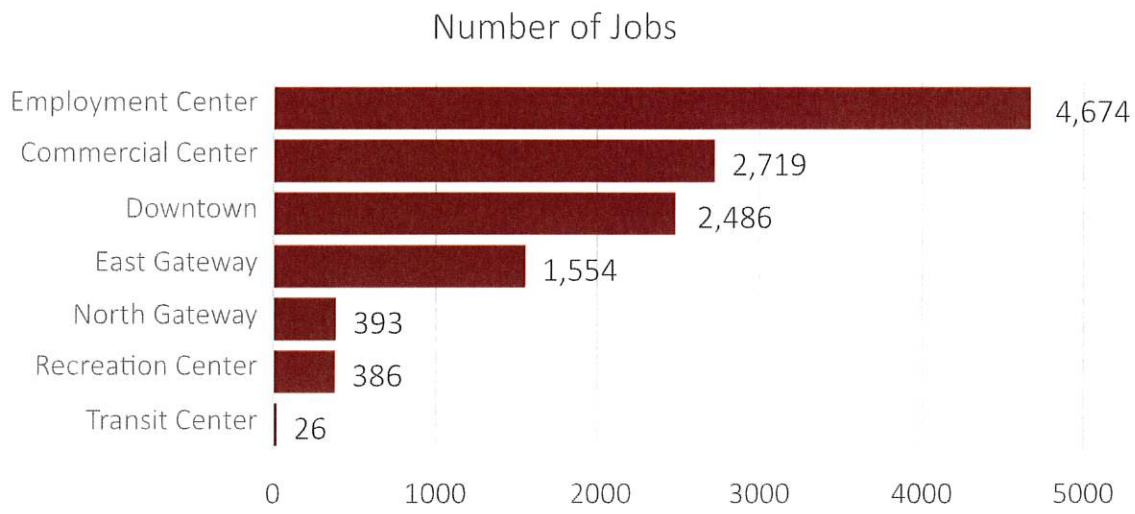
Figure 18: Employment Center – Land Use



Source: Utah Automated Geographic Reference Center (AGRC), 2025

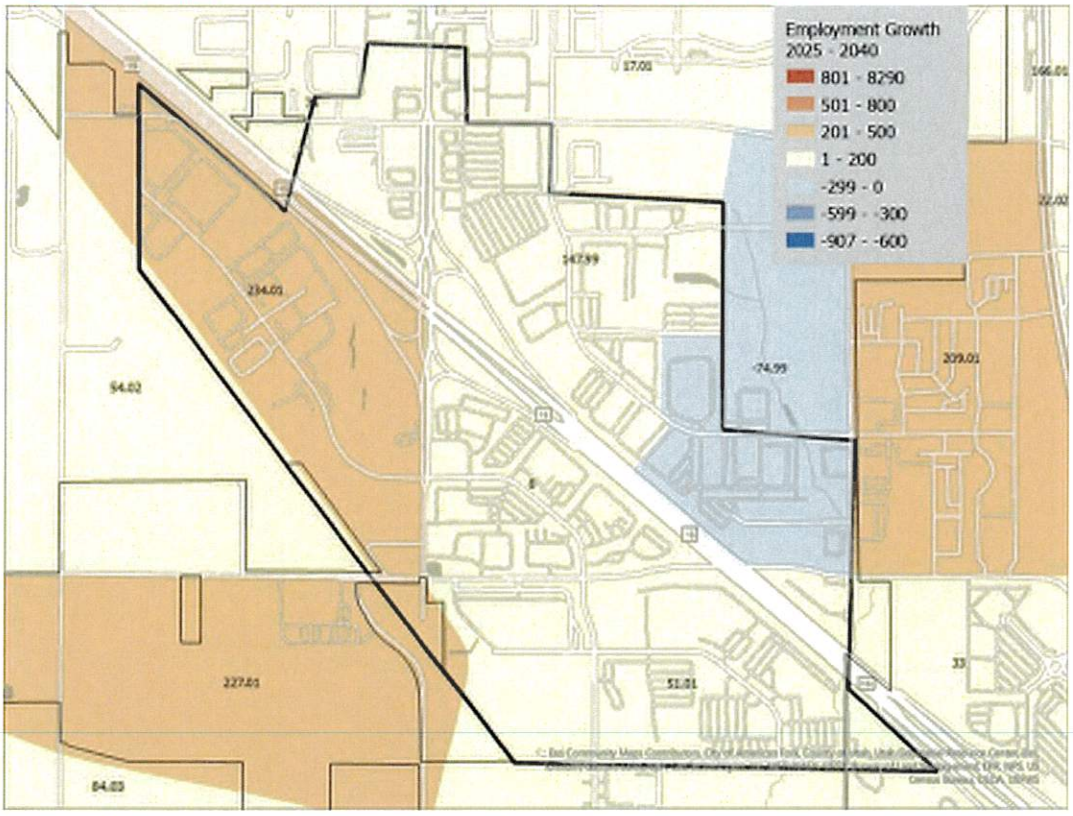
Employment Center has significantly more jobs than commercial center, the next largest employment center in the City. It is projected to see strong growth in the future.

Figure 19: Current Job Count by Node



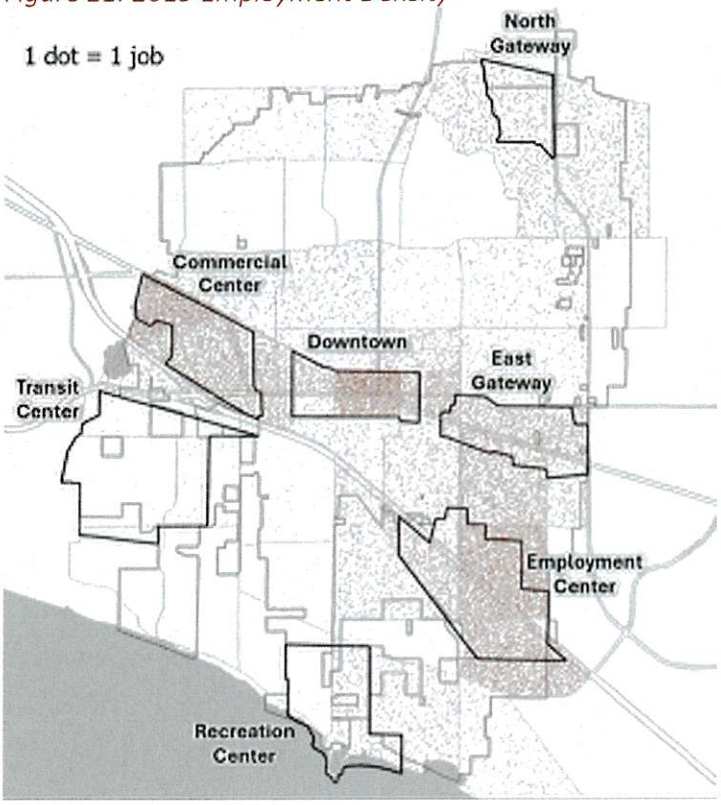
Source: Utah Automated Geographic Reference Center (AGRC), Transportation Area Zones, 2019

Figure 20: Employment Center - Employment Growth 2025 – 2040



Source: Utah Automated Geographic Reference Center (AGRC), Transportation Area Zones, 2019

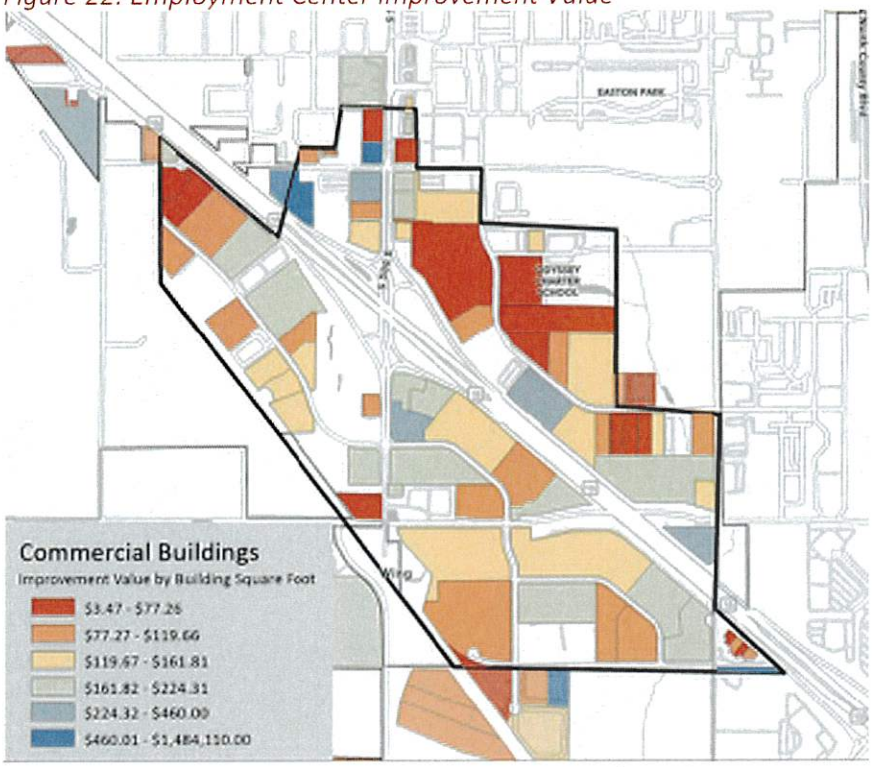
Figure 21: 2019 Employment Density



Source: Utah Automated Geographic Reference Center (AGRC), Transportation Area Zones, 2019

Building improvement values in the Employment Center are relatively low for many buildings, indicating the potential for redevelopment. Since a strong employment center is already in place in this area, it is likely that this area would continue to develop or, in some cases, redevelop with additional office space.

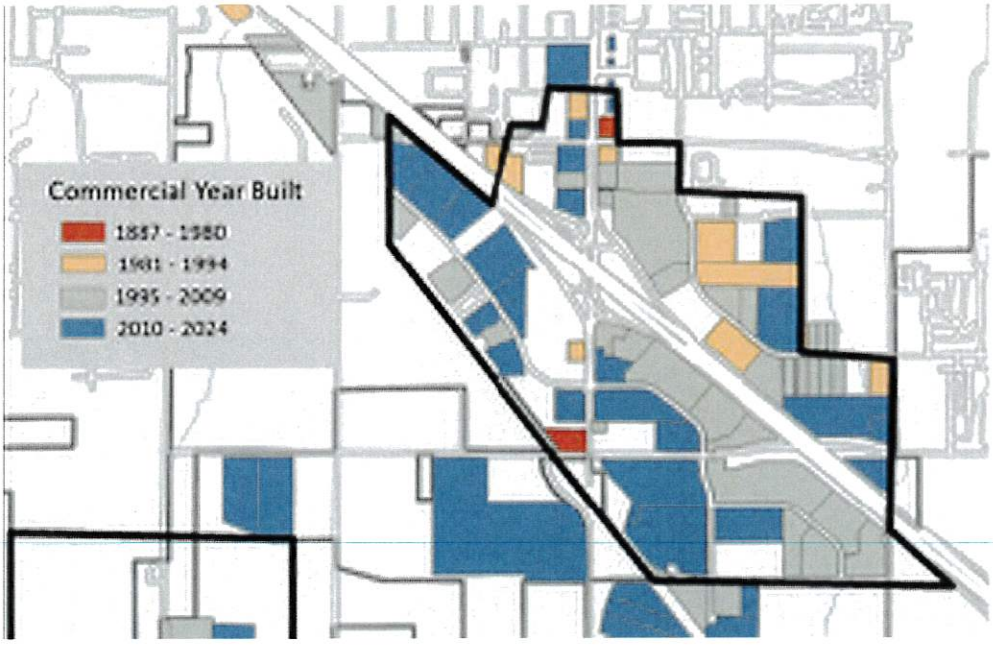
Figure 22: Employment Center Improvement Value



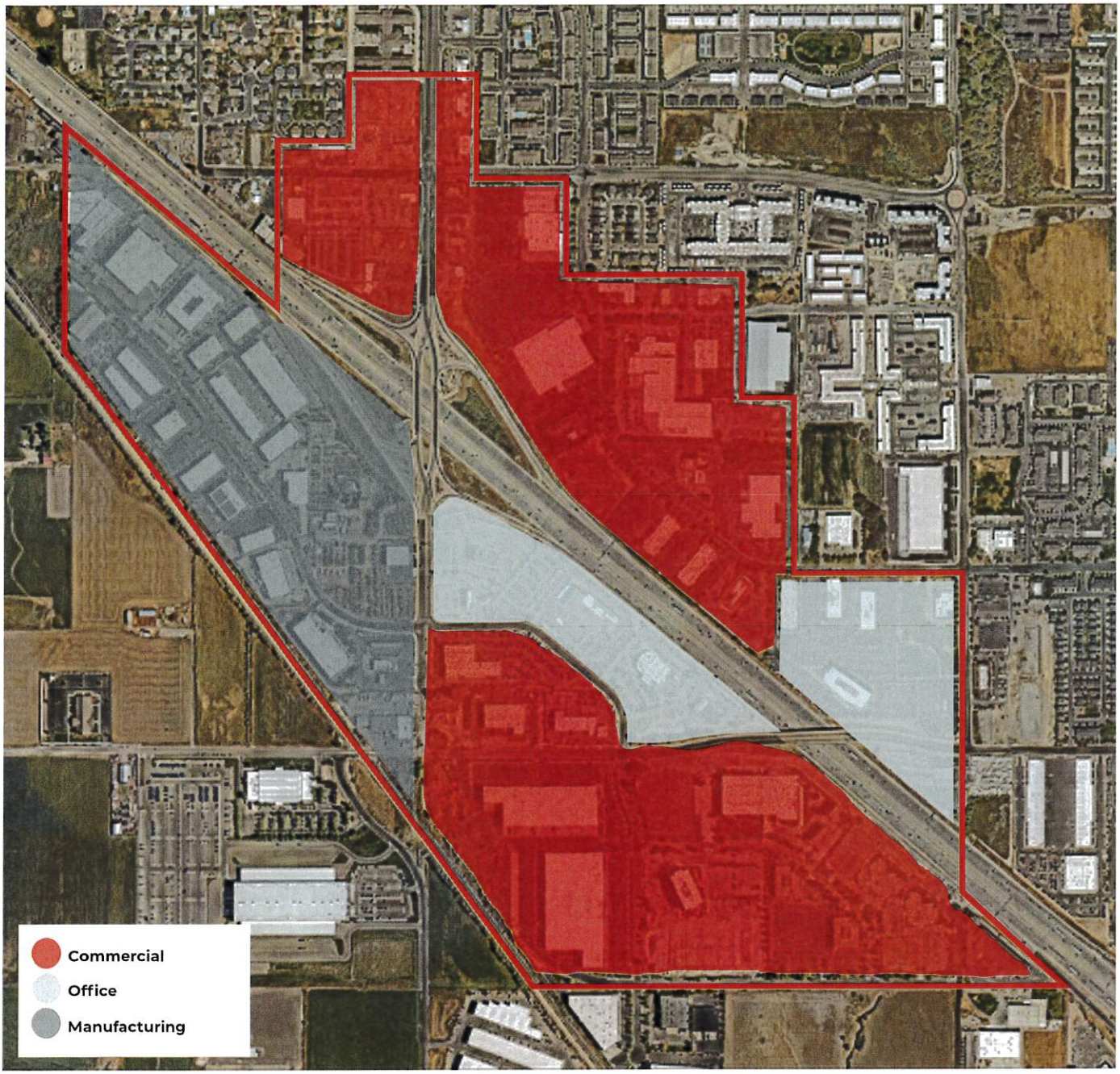
Source: Utah Automated Geographic Reference Center (AGRC), 2025

While some improvement values are low, most of the buildings in this area have been built since the 1990s, with many of them built since 2010. Therefore, it is most likely that this area will continue in its current path.

Figure 23: Employment Center Commercial Year Built



Source: Utah Automated Geographic Reference Center (AGRC), 2025



EMPLOYMENT CENTER: RECOMMENDATIONS / POTENTIAL AMENITIES

This center is currently used as a commercial and automotive-focused service hub. Because it is performing these services already, it is an ideal location to encourage similar activities. This area would be a great place to encourage business and construct an office park.

POTENTIAL AMENITIES*

** Conceptual in nature. Intended to highlight optons for future development, not a guarantee of any particular type of development occurring.*



500 E. Rebrand

A re-branded 500 E. lets visitors know they have entered the city and sets American Fork apart from its neighbors.



Flex Uses

This region of the area can be utilized by many uses: offices, manufacturing, recreation, storage, etc.



Distribution Facilities

Because this is located on I-15 and surrounded by related activities, this is an ideal location for distribution services. This activity is already present in the area, so this is a great spot to introduce more.



Office Park

There are already office buildings present in the area. Its proximity to the I-15 interchange makes this location attractive. This is an ideal location to introduce more as the market allows.



Service Center

Due to the presence of distribution facilities and flex-use buildings, this is an ideal place for truck stops and repairs, fuel, showers, etc.



Vehicle Sales

Due to a current presence of car dealerships, this would be an ideal location for the introduction of RV, boat, and other vehicle sales.



Gateway Features

Entryway features set cities and their focus areas apart from the surrounding neighbors. By constructing these features, the city lets visitors know they have stepped into an area that is unique and special.



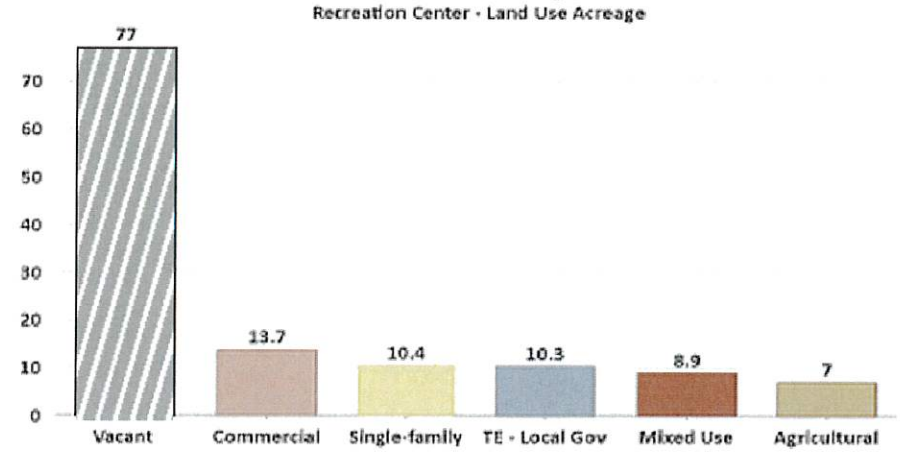
Adaptable Work Spaces

Work spaces such as Kiln provide for unique work opportunities in the city. These businesses provide rentable desks or offices for work teams and individual workers.

7. MARINA AREA

Located at the foot of scenic mountains, this area could become a significant entertainment destination for American Fork. However, in order to become a "destination," this area needs to expand its existing facilities to include a wider variety of outdoor experiences while building on its beachfront and marina atmosphere. Additional activities could include amenities such as more beachfront and docks, rentals of lake equipment (i.e., kayaks, etc.), amphitheater, zip lines, etc.

Figure 13: Recreation Center – Land Use Acreage



Source: Utah Automated Geographic Reference Center (AGRC), 2025

Most of the vacant land in the recreation center area is close to the waterfront although not located directly along it.

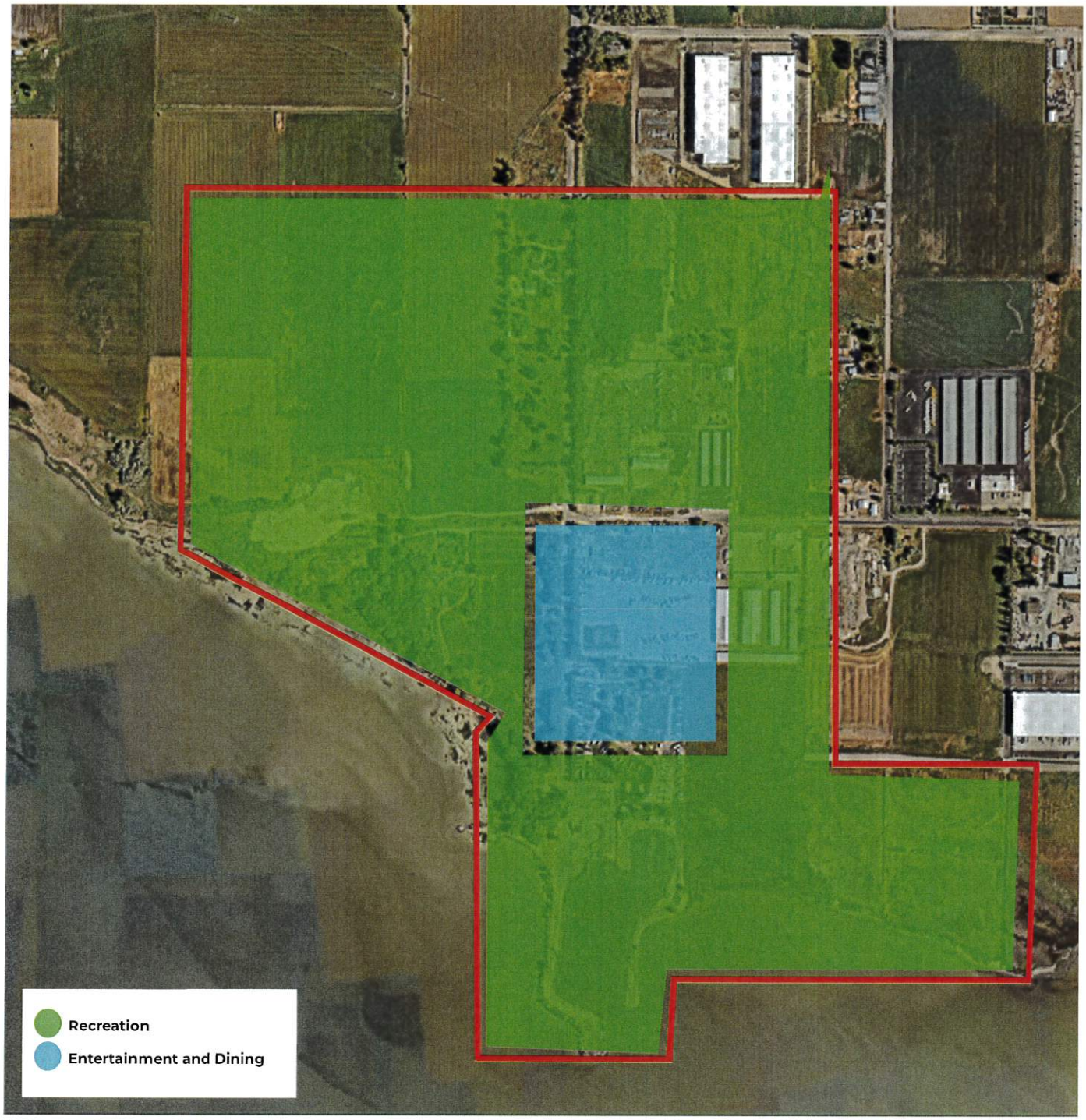
Figure 14: Land Use Recreation Center



Source: *Utah Automated Geographic Reference Center (AGRC), 2025*

The American Fork Marina is a wonderful opportunity to provide a wide range high-quality amenities and services for the city as a whole, but more specifically for residents in the southern part of the city. One reason for not having met the area's potential is the issue of mosquito abatement. As mentioned in the Open Space element, several gaps exist in the southern part of the city. This focus area could help minimize those gaps, and offer several outdoor recreation opportunities non-existent in more urbanized communities. The conceptual graphic below shows one potential layout for the greater marina area. This concept has a range of entertainment, active and passive recreation amenities. It also contains resort style amenities that would help transform the marina into a destination for the larger region. This concept prioritizes the most common feedback received from residents throughout the city, but more specifically those who reside south of I-15.





MARINA AREA:
RECOMMENDATIONS / POTENTIAL AMENITIES

American Fork has a unique opportunity to do something no other city has done. This center has great lake-front real estate and could be very successful in leveraging it. By improving the marina area and adding entertainment and retail experiences, this area could serve as the top resort and camping location on Utah Lake.

POTENTIAL AMENITIES*

** Conceptual in nature. Intended to highlight optons for future development, not a guarantee of any particular type of development occurring.*



Enhance Campground

Encourage RV, tent, and cabin accommodations for visitors. Amenities will draw vacationers and recreators that will be looking for various accommodation options.



Create Public Beach

Provide a swimming beach that features various amenities, such as a floating obstacle course.

Expanded Marina



Utah is lacking a unique marina experience. By opening up motorized and non-motorized arms of the marina the city can capitalize on this form of recreation by including additional amenities.



Entertainment-Focused Area

Because this has the chance to be a really unique getaway attraction, various entertainment venues should be considered.



Develop Gathering Areas

Gathering areas, plazas, and festival streets can add space for visitors to have somewhere to gather.



Preserve Bird Habitat

Preserving bird habitat will create space for the city's wildlife to thrive, and natural mosquito abatement.



Potential for Year Round "The Forest" Events

Encourage The Forest to feature several themed holiday events: Easter egg hunts, Christmas sleigh rides, etc.



Connect & Maintain Lakeshore Trail

Construct a trail through the project and connect to surrounding trail system.



Wetland Conservation Park

Encourage Timpanogos Special Service District (TSSD) to dedicate wetland as public-facing conservation park that still meets the needs of TSSD.



Additional Water Recreation Opportunities

Utah Lake has a history of offering various boat excursions and other opportunities. By bringing activities such as cross-lake ferrying, dinner cruises and sight-seeing tours back, the city can reignite a form of tourism that has excited Utah County for hundreds of years.

POTENTIAL AMENITIES* (continued)

** Conceptual in nature. Intended to highlight optons for future development, not a guarantee of any particular type of development occurring.*



Passive Picnic Park

Provide space for passive recreation in conjunction with the campground and other recreational areas.



Enhanced Parking for Boats and Vehicles

Elevate parking options for boat users. Ensure that boat parking does not interfere with pedestrian activities.



Improve Access to 500 E. Interchange

It is especially important to improve this route for those who are towing boats and other water vehicles.



Look into Resort Rental Areas

Study the potential for additional resort amenities with either public or private partnerships.



Outdoor Dining

Create a relaxing atmosphere to enjoy outdoor dining experiences.



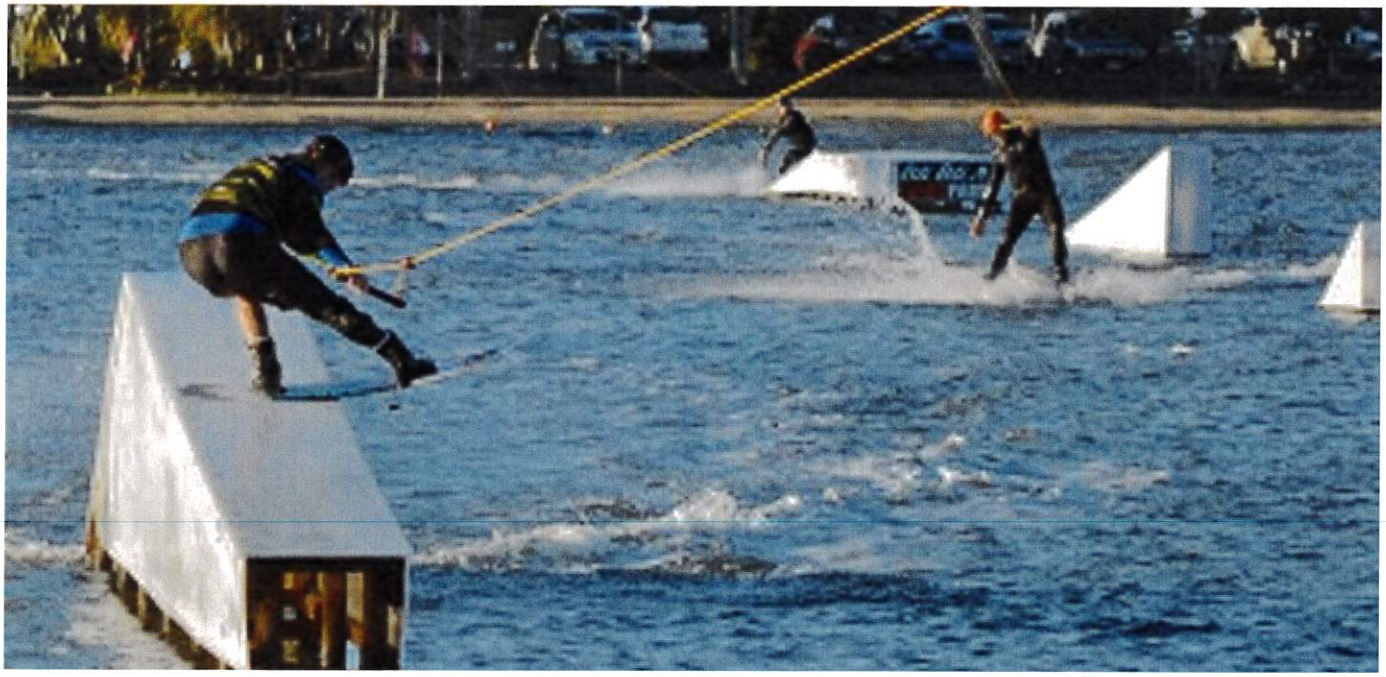
Shared Parking in "The Forest"

Look into feasibility of shared parking lot on outer edges of site to maintain walkability in the core of the development.



Encourage Additional Boat Storage

Allow for areas of additional long-term boat storage near marina.





3

MULTIMODAL TRANSPORTATION

Transportation Goals & Objectives

The transportation section of this General Plan will guide American Fork to effectively plan, allocate resources, and sustain an efficient overall transportation network to support long-term community needs.

1. **Improve safety and mobility for all**
   Streets and pathways are designed for people of all ages and abilities to move around comfortably and securely

2. **Prioritize access to transit, trails, and bicycle networks**
   Neighborhoods are connected directly to key transportation and recreation options through safe, convenient routes

3. **Increase opportunities for non-vehicular modes of transportation**
   Implementing improvements for walking, biking, driving, and transit help make these practical choices for everyday travel

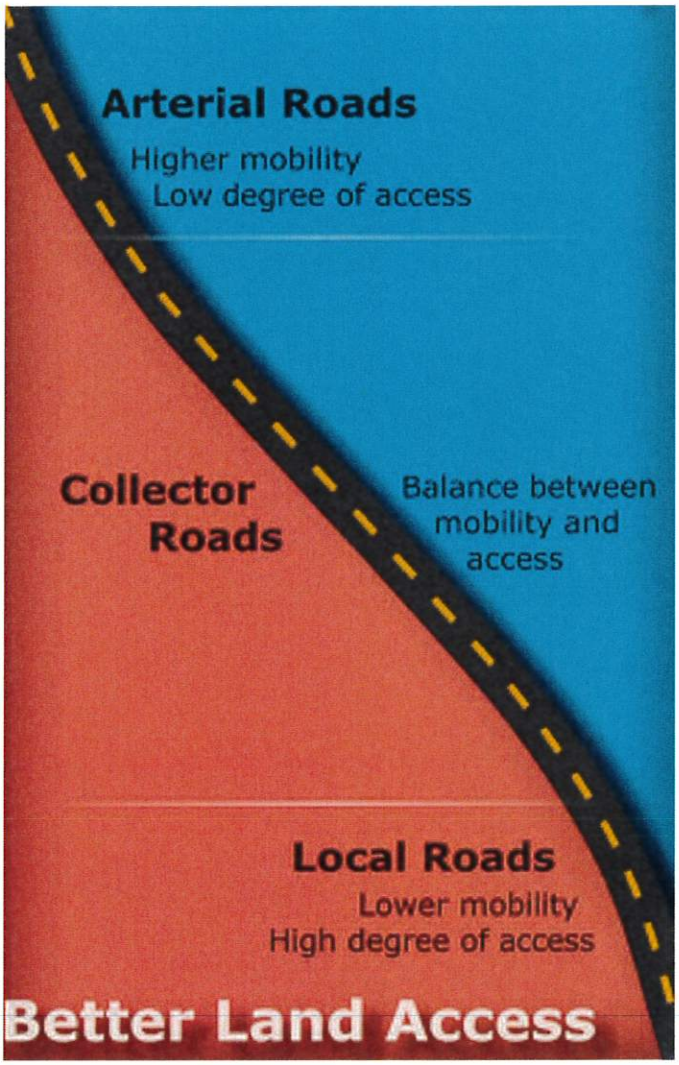
4. **Emphasize a high degree of accessibility to the FrontRunner station from all modes of transportation**
   Encourage and promote simple and intuitive access points to the station for the following modes: walking, biking, taking the bus, or driving

Roadway Functional Classification

The roadway functional classification system is a hierarchy based on roadway attributes such as vehicle speed and access. Higher street classification levels indicate a higher level of mobility with limited access. Lower street classification levels have less mobility, but higher access. Classifying the function of roadways helps measure for increases in travel demand and other changes in the road's use that can negatively impact the original design intent.

Roadway Functional Class Definition

American Fork's roadway functional classification includes arterials, collectors, local streets, and Transit-Oriented-Development roadways. The city's municipal code provides cross-sections that specify the necessary right-of-way (ROW), lane widths, side treatments - curb and gutter, sidewalks, landscaping, or bike lanes. Detailed in the Transportation Master Plan, each classification can be found in the table below:



Roadway Cross Sections Key Elements

The American Fork design standards, Sec 15.01.100 Streets, outline additional requirements for specific street design, width, alignment, and connection to existing infrastructure. Existing and future functional classifications are shown in the following table and figures.

Roadway Classification	ROW Length (ft)	Roadway Width (ft)	# of Lanes
City Cross-Sections			
Local Street (all variations)	64	34	2
Minor Collector	72	42	2
Minor Collector w/ 14' Sidepath	72	38	2
Minor Collector w/ 10' Sidepath	72	42	2
Major Collector	84	54	3
Major Collector w/ 14' Sidepath	84	50	3
Major Collector w/ 10' Sidepath	84	14	3
Arterial	100	70	5
Arterial w/ 14' Sidepath	100	66	5
Arterial w/ 10' Sidepath	100	70	5
Private Roadway Cross-Sections			
Private Street (trees)	62	32	2
Private Street (no trees)	52	32	2
Alley	40	32	2
Transit Oriented Development Cross-Sections			
Major Arterial	84	64	4
Business Arterial	112.5	74.5	4
Core Collector	92	35	2
Neighborhood Collector	92	49	2
District Connector	96	49	2
Business - Core Loop	98	47	2
Neighborhood Street	53	25	2
One-sided (residential)	61	25	2
Rear Lane (residential)	20	20	2
Rear Alley (non-residential)	26	26	2

Existing Functional Classification

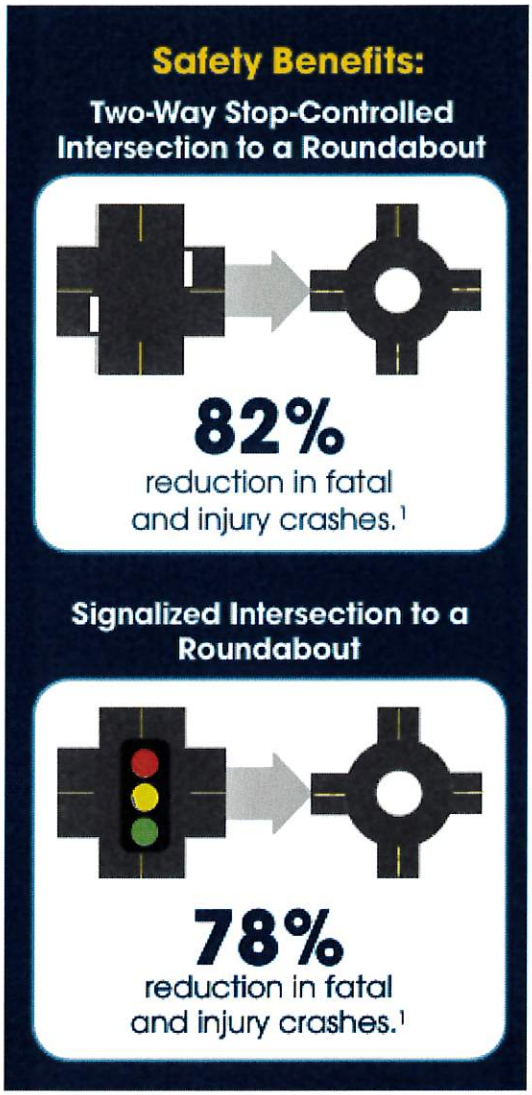
The existing functional roadway classification and intersection control are shown in the following.

Intersection Control

Intersections are critical points within the transportation network, where multiple travel modes converge and traffic volumes peak. The way intersections are designed and controlled has a significant impact on the safety, efficiency, and accessibility of the overall system. Intersection control strategies range from signals, stop-control, and roundabouts, all of which are used in American Fork.

Roundabouts

For unsignalized intersections anticipated to perform poorly in terms of level of service, the city should consider roundabouts as a preferred alternative to traditional traffic signal installation. Research supported by the Federal Highway Administration (FHWA) and international case studies highlight roundabouts as a highly effective strategy for enhancing intersection safety. In particular, single-lane roundabouts have been shown to outperform two way-stop-controlled intersections in terms of safety, leading to notable reductions in both the frequency and severity of crashes. See the figure below for the standard typical roundabout design in American Fork.



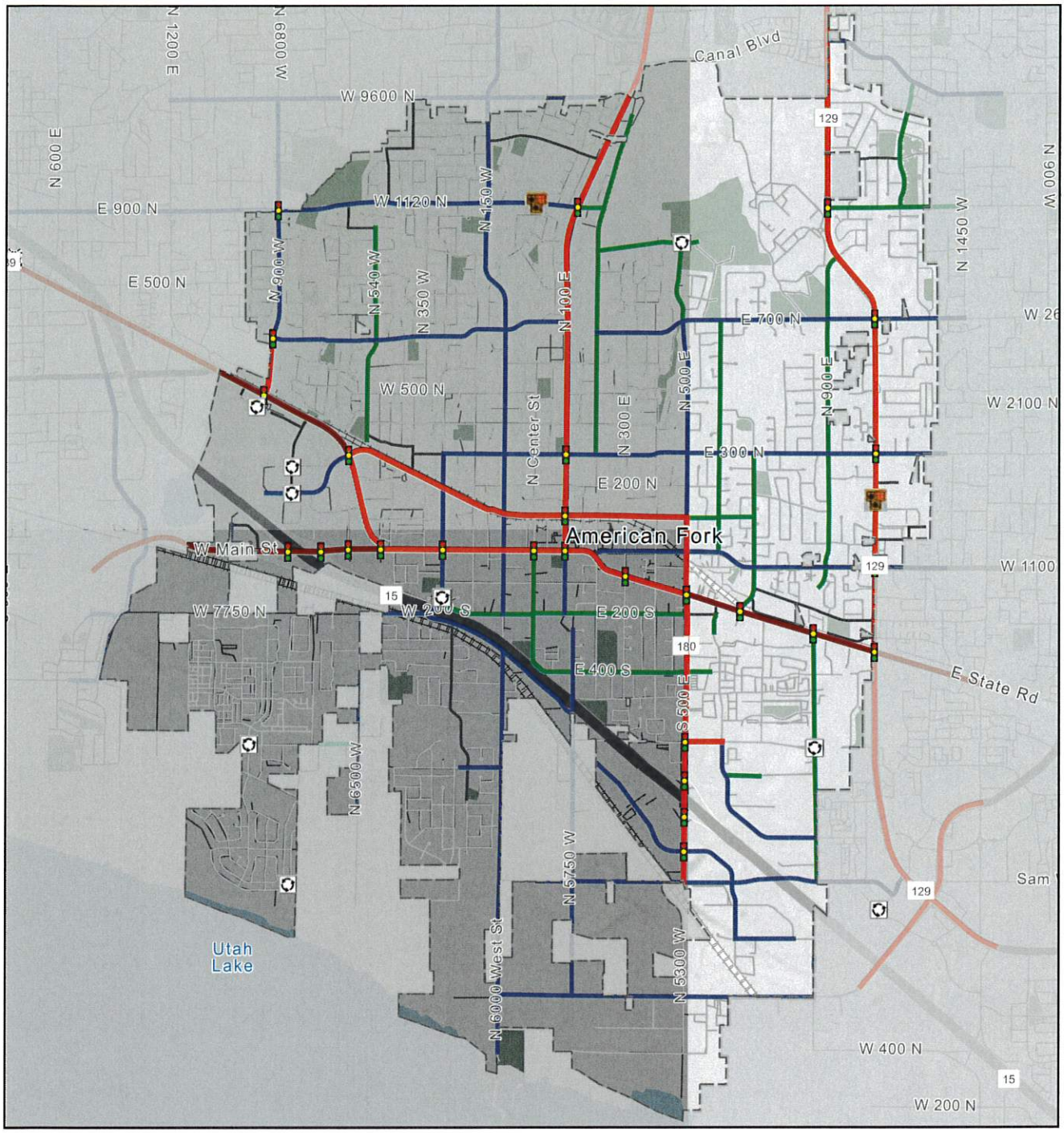
FHA Proven Safety Counter Measures



Roundabout at The Meadows



Roundabout at 980 N. and 500 E.



Existing Roadway & Intersection Control

Legend

EXISTING ROADWAY

- Principal Arterial
- Arterial
- Major Collector
- Collector
- Local

INTERSECTION CONTROL

- Roundabout
- Traffic Signal
- HAWK

- Municipal Boundary

N

0 0.5 1 Miles

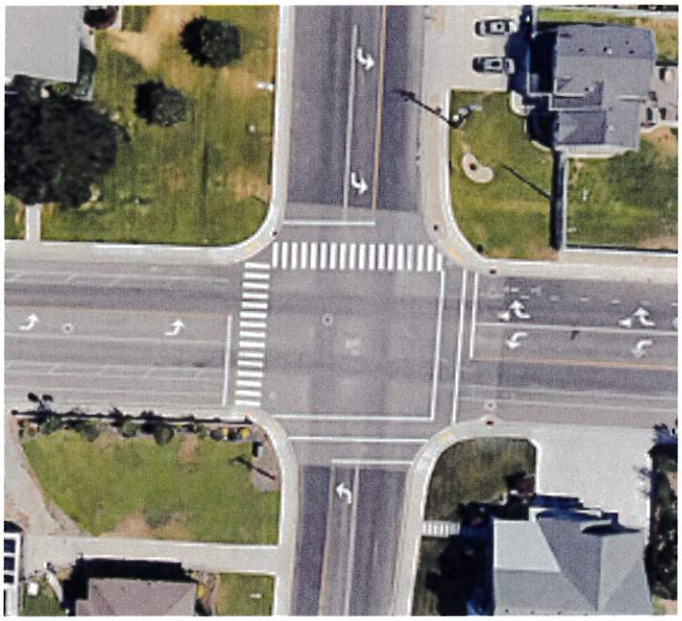
Signals

The need for new traffic signals will be based on the requirements contained in the Manual on Uniform Traffic Control Devices (MUTCD). In determining the location of a new signal, traffic progression is of paramount importance. When considering the placement of a new traffic signal, maintaining coordinated signal timing is a key factor.

To support efficient travel speeds and roadway capacity, signals are typically spaced at intervals of at least one-half mile. However, on lower-volume collector streets, closer spacing may be considered if engineering evaluation confirms that signal coordination can be preserved. Pedestrian activity is also a key factor in signal decision-making to ensure that walk signals and crossing times are adequately reflected in the plans. To account for existing site conditions and achieve the best possible progression, a formal traffic engineering study should be evaluated. Traffic signals should only be installed when they meet the warrant criteria outlined in Chapter 4c of the MUTCD.



Signalized Intersection at State Street and 100 East

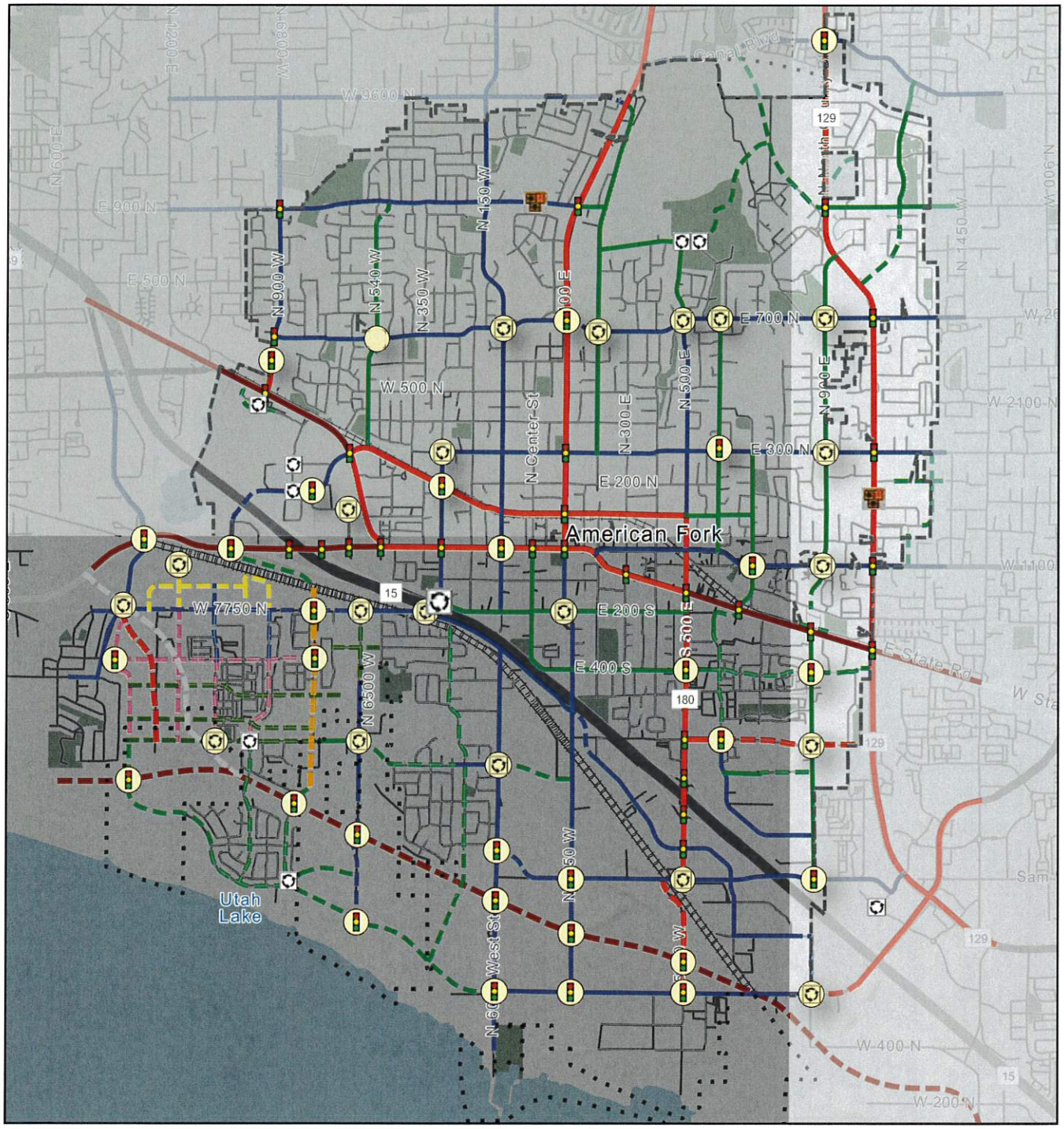


Four-Way Stop at 1120 North and 150 West

Stop Control

The city should prioritize the use of roundabouts to manage traffic on low to medium volume streets. Where roundabouts aren't practical either due to financial constraints or sight distance concerns, stop-control may be an appropriate intersection control treatment. Four-way stops should be avoided on Collector streets and avoided on Arterial streets where possible. Any use of stop control should follow guidelines and warrants set forth in the MUTCD.





Future Functional Classification and Intersection Control

EXISTING
- Principal Arterial
- Arterial
- Major Collector
- Collector

PROPOSED
- Arterial
- Collector
- Major Collector
- Principal Arterial
- Vineyard Connector

TOD - PROPOSED
- TOD Area
- Business Core Loop
- Neighborhood Collector
- City Arterial
- City Collector
- Core Collector
- Major Arterial

INTERSECTION CONTROL
- Existing Roundabout
- Existing Traffic Signal
- Existing HAWK
- Proposed

- Municipal Boundary
- Annexation Boundary

N

0 0.5 1 Miles

Regional Transportation Plan: Highway Projects

The Mountainland Association of Governments has identified eleven projects in American Fork in the 2023 Regional Transportation Plan. The following table outlines key highway projects aimed at supporting regional mobility, traffic flow, and long-term growth in the American Fork and surrounding region.

Four of these projects have Phase 1 funding including:

- I-15 Spot Improvements
- Vineyard Connector
- Pioneer Crossing operational improvements
- State Street widening to seven lanes

Table: RTP Highway Projects

RTP Project	Description	Funding Phase	Cost (2023)	RTP Project Number
I-15 Freeway - Managed Motorways	Spot Improvements to System including Entry Ramps	1	$42,000,000	H1
Vineyard Connector / Pleasant Grove Boulevard Connector	New and Widen to 5 Lanes	1	$272,700,000	H37
Pioneer Crossing Operational Improvements	New Reversible Lanes	1	$77,000,000	H35
State Street	Widen to 7 Lanes	1	$43,400,000	H11
State Street	Widen to 6 Lanes	2	$20,300,000	H62
Lehi South Expressway (alternative)	New Freeway (13.8 miles)	3	$740,800,000	H72
Lehi South Expressway (alternative)	New Freeway (5.7 miles)	3	$740,800,000	H72
Pioneer Crossing Expressway	New Freeway	3	$740,800,000	H72
I-15 Capacity Improvements	Capacity Improvements which can include Collector / Distributor or Frontage Roads	3	$820,600,000	H65
Mill Pond Road	New and Widen to 3 Lanes	Unfunded	$20,100,000	H96
Meadows Crossing	New and Widen to 5 Lanes	Unfunded	$150,600,000	H94



MAG 2050 Regional Transportation Plan
Roadway Projects

Municipal Boundary

N

0 0.5 1 Miles

Freeway
Arterial
Expressway

Phase 1	Phase 2	Phase 3
2023-2032	2033-2042	2043-2050

2018 Transportation Master Plan / Element of the General Plan

The 2018 Transportation Element of the General Plan serves as a comprehensive foundation for managing and guiding the city's evolving transportation network. The element was drafted as both a long-range planning tool and a technical master plan, enabling the formulation of the roadway portions of the Capital Facilities Plan and supports the city's efforts to accommodate projected growth and future demand.

This plan is instrumental in directing coordinated efforts of the city's engineering, public works, and planning departments. It includes detailed assessments of roadway classifications, traffic volumes, levels of service, transit access, non-motorized modes, and intelligent transportation systems. Additionally, it evaluates future transportation scenarios through travel demand modeling and outlines specific needs for corridor preservation, intersection improvements, and safety strategies. The document also addresses access management, ADA compliance, wayfinding, and special considerations tied to key roadway segments and growth areas.

Several key topics and considerations are highlighted throughout, included in the following sections.

Access Management

American Fork City has an Access Management Manual that establishes concepts and standards consistent with guidelines established by the FHWA, AASHTO, TRB, and ITE. These detailed guidelines for access management should be referred to when planning or designing new roadways or driveways. For UDOT owned roadways in American Fork, UDOT's access management guidelines are applicable and should be followed.

Offset Intersections

Offset intersections often have negative impacts on traffic flow and can potentially create capacity problems at intersections where the left turn storage areas overlap, forcing queued vehicles into through traffic lanes. Aligning access on both sides of the street will minimize conflict points in the roadway and provide safer and more efficient traffic flow. Offset intersections should be avoided whenever possible and should never be approved with new development.



Center Street and State Street - Proper Intersection

Corridor Preservation

In identifying and planning for new transportation facilities, corridor preservation techniques should be employed. The main purposes of corridor preservation are to:

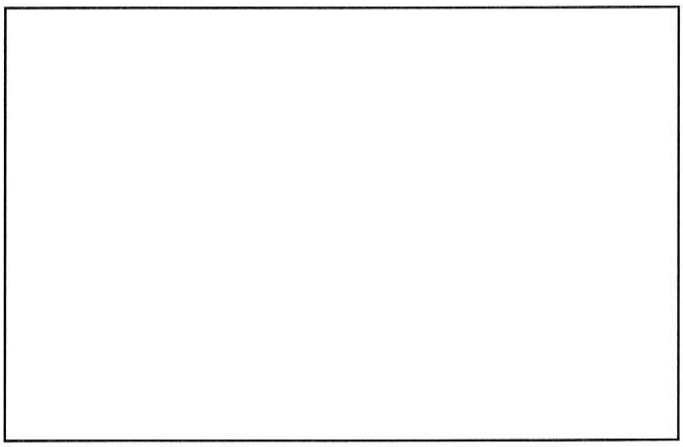
- Preserve the viability of future options
- Reduce the cost of these options, and
- Minimize environmental and socio-economic impacts of future implementation

The city's Access Management Manual should serve as the guide when laying out and planning future roadways. Several techniques for corridor preservation that are beneficial and easily implemented include:

- Developer Incentives and Agreements
- Exactions
- Fee Simple Acquisitions
- Transfer of Development Rights and Density Transfers
- Land Use Controls
- Purchase of Options and Easements
- Annexation

Community Wayfinding

As outlined in the MUTCD, community wayfinding signage is part of a coordinated and continuous system of signs that direct road users to key civic, cultural, visitor and recreational attractions within a city. Community wayfinding signs have consistent colors and function as an overall destination guide for a city. Community wayfinding signage is a key component of the Main Street Vision and will assist residents and visitors in locating key destinations and attractions. See a visionary wayfinding signage location map from the 2018 plan in the figure that follows.



Community Wayfinding Signage Location Vision

Planned Roadway Projects

Pioneer Crossing

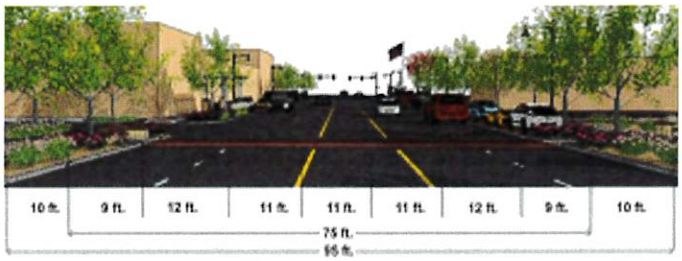
The Utah Transportation Commission has approved a Pioneer Crossing Flex Lanes project at an estimated cost of $77 million. This project would provide two additional travel lanes in the peak direction of travel depending on the time of day (just like 5400 South in Salt Lake County). The project would also re-stripe Pioneer Crossing from Redwood Road to Mountain View Corridor to provide one additional travel lane in each direction throughout the day. Most work is expected to be completed within the existing state right of way. Construction is expected to start as early as 2025 or 2026.



Main Street Master Plan & Vision

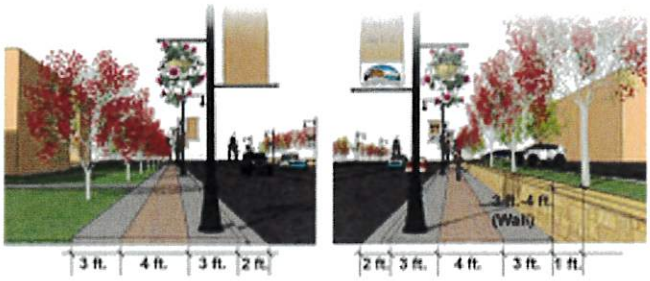
The American Fork Main Street Vision, developed between 2010-2016 in coordination with UDOT and MAG, provides a conceptual framework for future enhancements along Main Street from 200 East to 200 West. While conceptual designs were completed in 2016 with an estimated implementation cost of $2.4 million (2016 dollars), this project remains in the planning phase pending funding allocation.

The Main Street Vision continues to guide long-term corridor planning decisions and will be reassessed as funding opportunities arise in conjunction with regional transportation priorities.



Main Street - Planned Cross Section

This vision for Main Street includes expanded space for on-street parking, making for a safer loading and unloading experience. Additional treatments increase safety for pedestrians with high visibility colored pavement treatments and curb bump outs at each intersection, narrowing the feel of the roadway for vehicles and slowing speeds.



Main Street - Pedestrian Realm Details

Other treatments include the addition of street lighting to provide a more balanced feel to the roadway. These are recommended to be placed every 150 feet, providing a consistent line of lighting across the length of the roadway. Additionally, the vision includes a 3-4 foot high retaining wall along the east side of 100 East to provide temporary seating for pedestrians.



Main Street - Planned Cross Section Lighting Details

200 South Project

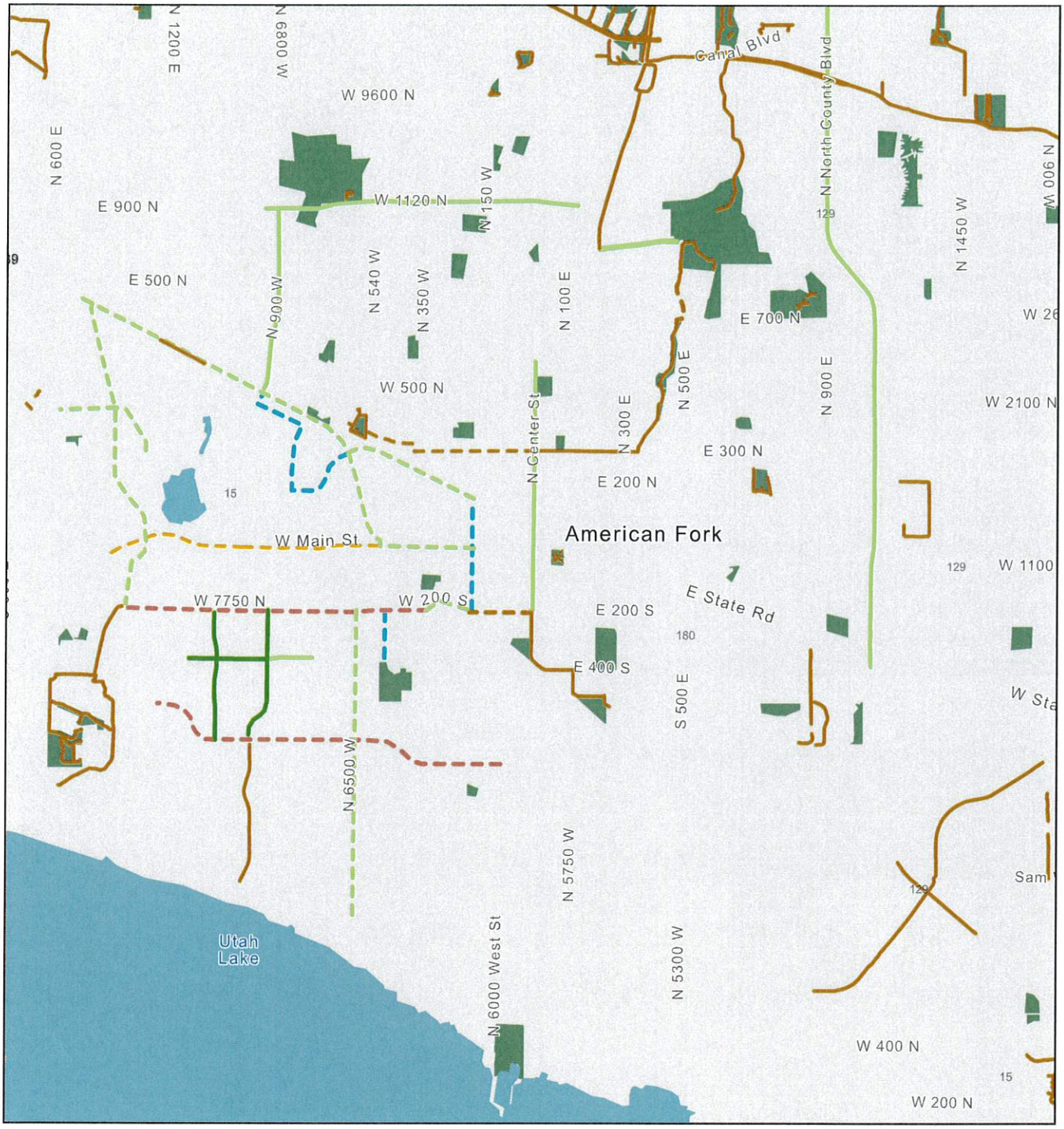
American Fork is planning and building major multimodal improvements along the 200 South corridor in the Station Area including mid-block crossings, a shared-use path, and sidewalk. See the plan views and cross sections (in the appendix) for more specific design details. Phase 1 includes the Roundabout near I-15 and the railroad tracks and was constructed in 2024. Additional Improvements are planned continuing west from here through the existing FrontRunner station.

Meadows Crossing

The Meadows Crossing project was first studied in 2015 as a proposed 5-lane roadway connection between The Meadows shopping district and the American Fork FrontRunner Station. I-15 and the existing rail line act as barriers hindering east-west connectivity between the two areas. New residential development west of I-15 has made this project an increasing priority for the city in order to maintain reasonable access and connectivity. The project is unfunded in the 2023 RTP.

Meadows Crossing Study Goals

200 South and 300 West Prior to 200 South Project



ACTIVE TRANSPORTATION FACILITIES

Legend

Existing Facility	Proposed Facility
Buffered Bike Lane	Buffered Bike Lane
Separated Bike Lane	Cycle Track
Paved Pathway	Shared Roadway
	Bike Signage or Markings
	Paved Pathway Connection
Municipal Boundary	

N

0 0.5 1 Miles

Active Transportation

Active transportation includes any form of non-motorized transportation such as walking or biking. Greater use of active transportation modes can have a positive impact on community health, street safety, environmental quality, economics, and general quality of life metrics. American Fork has a Bicycle and Pedestrian Master Plan Map that was updated in 2023. This plan establishes a vision for bicycle and pedestrian facilities in American Fork and lays out a framework for how to best achieve the vision. Included in the plan are recommendations for improvements to the active transportation network including bikeways, and walkways, and overall program recommendations geared towards safety and education. See the Active Transportation Facilities figure for the overall Bicycle and Pedestrian network vision that includes existing facilities and proposed facilities.

Regional Transportation Plan: Active Transportation (AT) Facilities

The table that follows provides an overview of proposed active transportation projects in American Fork in the 2023 Regional Transportation Plan. These projects aim to enhance the area's bicycle and pedestrian infrastructure, support regional connectivity, safety, and encourage wider access to active transportation options. Each project includes a brief description of the type of facility, phase of implementation, an estimated cost in 2023 dollars.

700 South Bike Facilities

The types of improvements represented in the table include:

- Bike Lanes
- Cycle Tracks
- Shared Use Paths and Trails
- Multi-Use Facilities

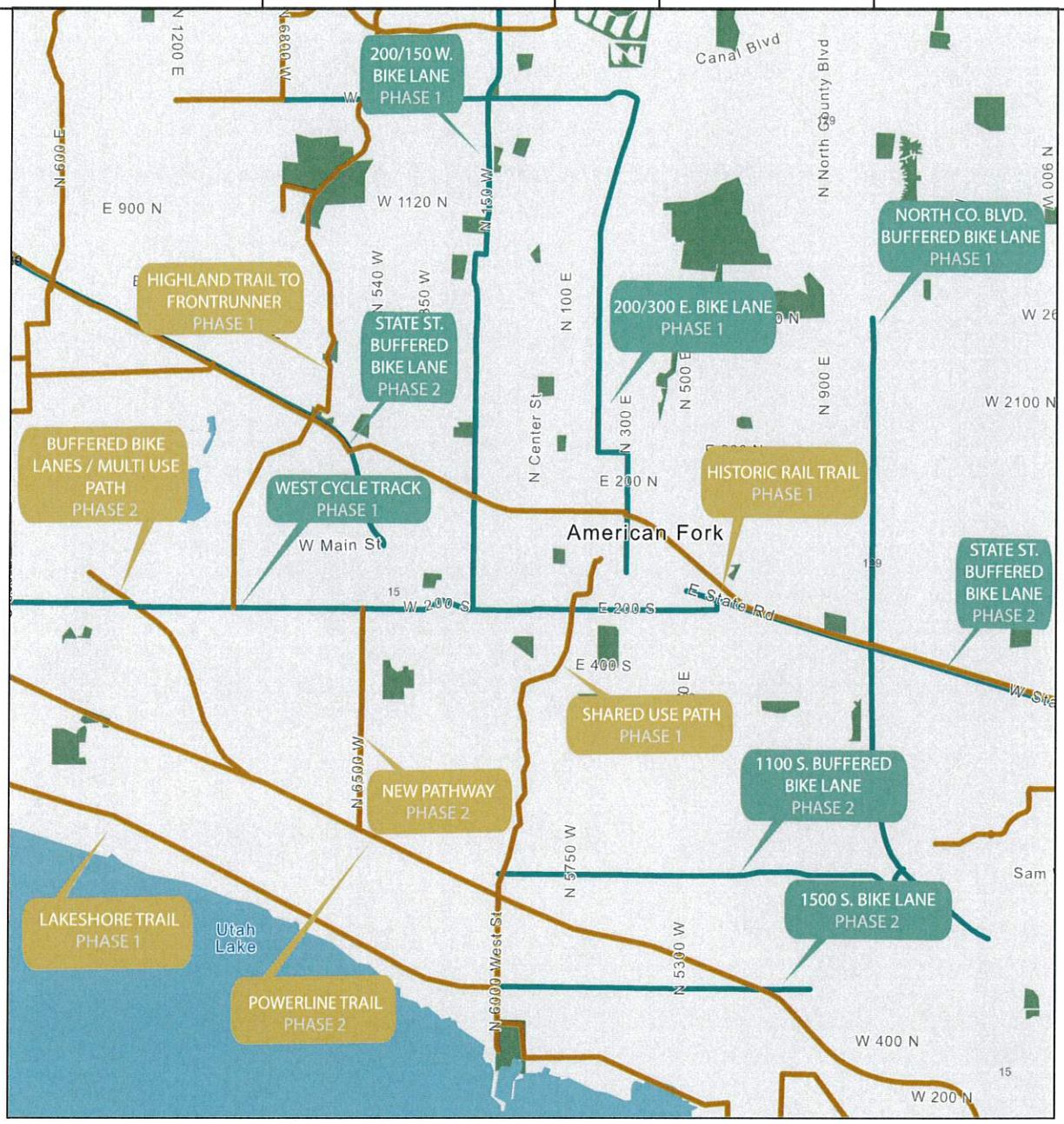
Estimated costs range widely for each project - from smaller on-street bike lane improvements to major regional trail investments like the Utah Lakeshore Trail and the Powerline Trail. The phase of implementation reflects prioritization level for each project.

Cycle Track at 350 S. and 900 W.

Table: MAG 2050 Regional Transportation Plan AT Projects

RTP Project	Description	Funding Phase	Cost (2023)	RTP Project Number
American Fork 200 E / 300 E Bike Lanes	New Bike Facility - Lane	1	$590,000	A2
North County Boulevard Buffered Bike Lanes	New Bike Facility- Buffered Lane	1	$570,000	A16
Lehi and American Fork East / West Cycle Track	New Bike Lanes and Cycle Track	1	$2,700,000	A10
American Fork FrontRunner to Highland Trail	New Pathway	1	$4,790,000	A7
American Fork North / South Shared Use Path	New Pathway	1	$3,020,000	A8
Utah Lakeshore Trail	New Pathway, Connecting with Existing Facilities	1	$25,900,000	A1
Historic Utah Southern Rail Trail	New Pathway	1	$12,530,000	A13
UC 9600 N Bike Lanes	New Bike Facility - Lane	2	$530,000	A61
American Fork 200 W, 150 W, UC 6000 W Bike Lanes	New Bike Facility - Lane	2	$760,000	A59
American Fork 1500 S Bike Lanes	New Bike Facility - Lane	2	$360,000	A57
State Street / US 89 Buffered Bike Lanes	New Bike Facility - Buffered Lane	2	$570,000	A75
US 89 / State Street Buffered Bike Lanes	New Bike Facility- Buffered Lane	2	$630,000	A104
American Fork 1100 S Buffered Bike Lanes	New Bike Facility- Buffered Lane	2	$360,000	A55
Vineyard Connector Trail & Buffered Bike Lanes	New Buffered Bike Lanes and Multi-Use Pathway	2	N/A	A105
American Fork 570 W Trail	New Pathway	2	$1,210,000	A95
Powerline Trail	New Pathway	2	$15,180,000	A71

Lehi 600 E / Center Street North / South Connection	New Bike Lane and Multi-Use Pathway	2	$4,040,00	A60
Lehi to Murdock Canal Trail Alternative to UC 9600 N	New Bike Lane and Multi-Use Pathway	2	$1,650,00	A66
Lehi Center Street Connection	New Pathway Crossing under I-15	2	$4,040,000	A60



MAG 2050 Regional Transportation Plan: AT Projects

Municipal Boundary

Future Project

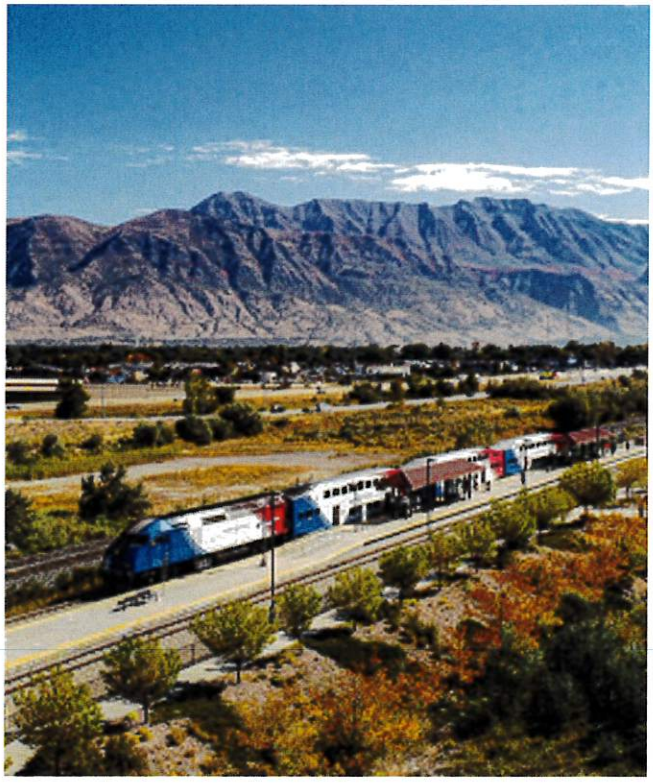
New Bike Facility

New Pathway

UTA Existing Network

Public Transit

Public transit service is provided by Utah Transit Authority (UTA). UTA operates bus service, commuter rail, and rideshare by VIA in American Fork. The FrontRunner Commuter Rail is a regional train service running every 30-60 minutes from Monday through Saturday. It runs North-South through the city and services a stop in American Fork. Bus route 806 and 807 operate with limited service and route 850 is a frequent bus route with buses coming every 15 minutes. Existing transit service is shown in the figure above.



UTA 5-Year Service Plan

UTA recently updated their five-year service plan. Plans in American Fork include a new alignment and route, 809, as well as a Bus Rapid Transit (BRT) facility through the core of the city on State Street. These improvements to transit service aim to provide more frequent and reliable transit options for residents and visitors.



UTA 5-Year Service Plan

Legend

- FrontRunner
- Route 809
- Bus Rapid Transit
- Municipal Boundary

N

0 0.5 1 Miles


NEW BRT
PHASE 2
DOUBLE TRACK
PHASE 1
SERVICE IMPROVEMENTS
PHASE 1
NEW LIGHT RAIL
UNFUNDED
RAIL ELECTRIFICATION
UNFUNDED
American Fork
Utah
Lake
W 9600 N
E 900 N
W 1120 N
E 500 N
E 700 N
W 2100 N
W Main St
E 200 N
W 7750 N
W 200 S
E 200 S
E 400 S
E State Rd
W 400 N
W 200 N
W 1100
Canal Blvd
N North County Blvd
N 1200 E
N 600 E
N 900 W
N 540 W
N 150 W
N 100 E
N 500 E
N 900 E
N 1450 W
N 6500 W
N 5750 W
N 5300 W
N 6000 West St
Municipal Boundary
FrontRunner Station
N
0
0.5
1 Miles
Future Project
Light Rail
FrontRunner
Core Route
Bus Rapid Transit
Phase 1
2023-2032
Phase 2
2033-2042
Phase 3
2043-2050

Regional Transportation Plan: Public Transit Projects

The following table highlights major proposed transit investments far into the future. Each project includes a description of the planned project, phase of implementation, and an estimated cost as of 2023. Planned projects include:

- FrontRunner enhancements
- Bus Rapid Transit
- Light Rail (unfunded)
- Bus Service improvements

Table: MAG 2050 Regional Transportation Plan Transit Projects

RTP Project	Description	Funding Phase	Cost (2023	RTP Project Number
FrontRunner Additional Double Track	Additional Double Track	1	$280,000,000	T15
Central Corridor State Street Core Bus Route	Service Improvements	1	$13,800,000	T7
Central High Frequency Corridor, Bus Rapid Transit	New Bus Rapid Transit Service High Frequency Corridor Option	2	$800,000,000	T12
Central High Frequency Corridor, Light Rail	New Light Rail Service High Frequency Corridor Option	Unfunded	$1,680,000,000	T14
FrontRunner Fleet Upgrades Utah County	Rail Electrification	Unfunded	$573,900,000	T13

UTA FrontRunner Station Ticket Kiosk and Bike Cages

UTA Bus Stop on State Street

Connectivity

A roadway network with strong connectivity provides multiple travel routes between destinations within a city. Well-planned collector and arterial routes help evenly distribute traffic across the system, while a connected local street grid supports shorter trips without placing increased burden on major corridors. A well functioning network improves overall access, shortens travel times for all users, and can help minimize the need for future road widening. Strong connectivity also supports emergency response by enabling quick access and providing evacuation routes during emergencies.

Priority Transportation Connections

Recent legislation, effective July 1, 2027, requires all municipalities within a Metropolitan Planning Organization boundary - such as American Fork - to proactively address connectivity challenges in their General Plan. Specifically, this includes identifying priority connections that would remove physical barriers, such as waterways, and improve access for vehicles, transit, bicycles, and pedestrians to significant economic, educational, recreational, and other key destinations.

Significant Destinations

This section provides a look at existing connectivity barriers in the city and identifies priority connectivity projects that aim to address these barriers. The following map depicts destinations of significance in American Fork and common barriers that impact connectivity. These destinations include schools, retail centers, public facilities, and other key assets.

Schools

Fifteen schools are distributed throughout American Fork ranging from Pre-K - 12th grade. The most notable concentration of these is at the core of the city including Forbes Elementary, Shelley Elementary School, and American Fork High School.

Connectivity barriers:

- The Union pacific rail line poses challenges to crossing safety for walking and biking modes

Retail Centers

There are five key retail centers. Each of these are positioned between State Street, railroad tracks, and the Interstate-15 corridor. These facilities pose mobility challenges for each transportation mode in connecting residents to retail centers in the city. Meadows Crossing, the city's largest commercial area, is continuing to be evaluated for potential new connections across I-15 to help remedy vehicle congestion challenges at Pioneer Crossing.

Connectivity barriers:

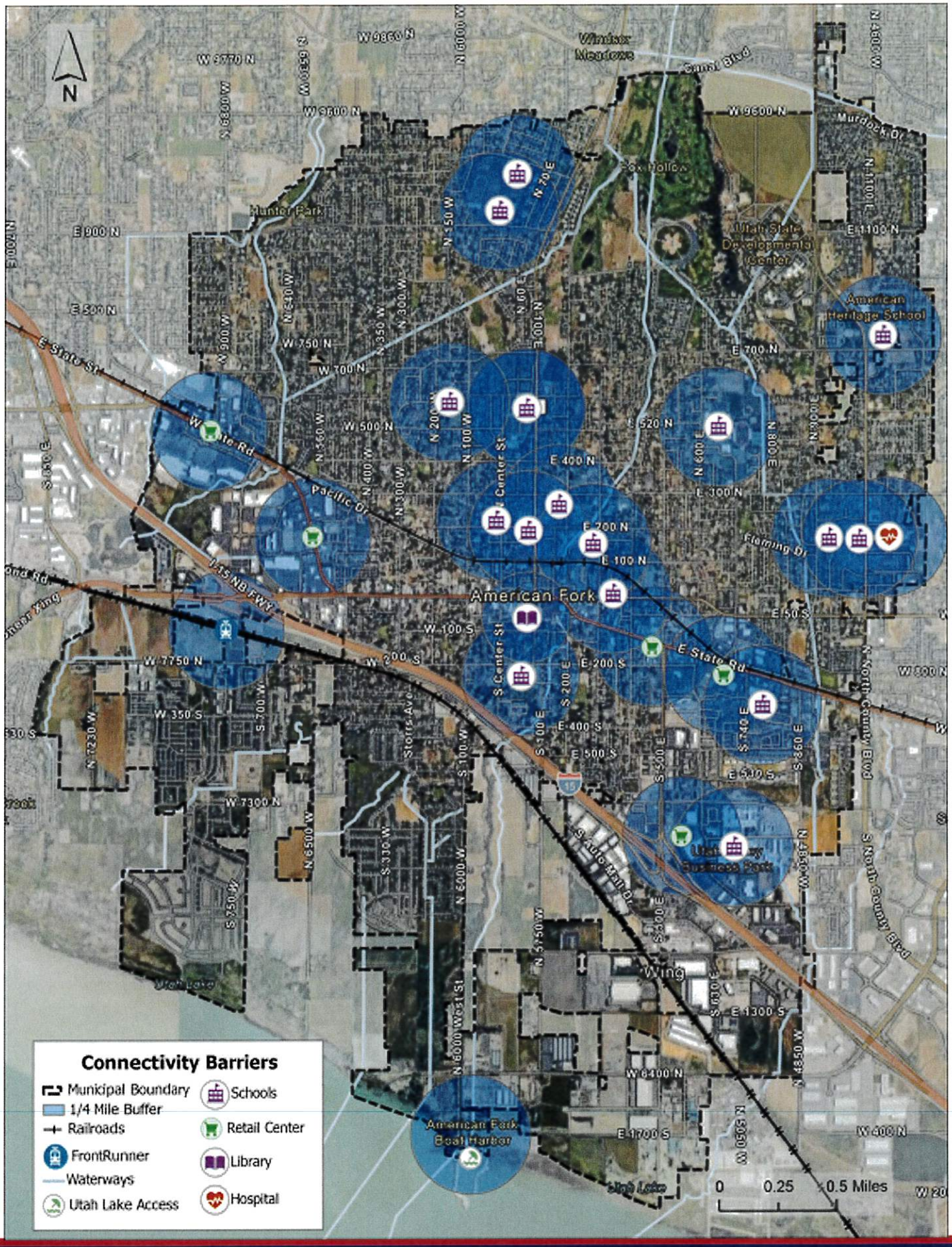
- I-15 poses accessibility challenges for residents west of the Interstate, particularly in newer developments around the FrontRunner Station
- Railroads, similar to I-15, acts as a barrier for residents both west of I-15 and east of the Union Pacific line

Library

The American Fork Library is located at State Street and 100 East. This location can be accessed easily by most modes of transportation. I-15 to the west is the most significant barrier that limits access for residents to the west of I-15. Currently, 750 North and 100 East are the most direct routes across I-15 for residents to the west.

Connectivity barriers:

- I-15 is a barrier to access for residents west of the Interstate


N
Connectivity Barriers
Municipal Boundary
1/4 Mile Buffer
Railroads
FrontRunner
Waterways
Utah Lake Access
Schools
Retail Center
Library
Hospital
0
0.25
0.5 Miles
American Fork
Vineyard
Orem
Lindon
Pleasant Grove
Lehi
Alpine
Highland
Cedar Hills
Utah Lake
Murdock Dr
Canal Blvd
Fox Hollow
Hunter Park
Utah State Developmental Center
American Heritage School
W State Rd
E State Rd
Pacific Dr
Fleming Dr
I-15 NB FWY
I-15
S Center St
S Auto Mall Dr
North County Blvd
Storrs Ave
American Fork Boat Harbor
Utah Business Park
W 9770 N
W 9600 N
W 9860 N
E 900 N
E 500 N
E 1100 N
E 700 N
W 750 N
W 700 N
W 500 N
E 520 N
E 400 N
E 300 N
E 200 N
E 100 N
W 100 S
E 50 S
W 200 S
E 200 S
W 7750 N
W 350 S
E 400 S
E 500 S
E 540 S
W 7300 N
E 1300 S
W 6400 N
E 1700 S
W 400 N

Hospital

The American Fork Hospital is situated in the eastern part of the city. This location can be accessed via North County Boulevard and 300 East streets. Although the hospital is situated away from significant barriers such as I-15 and the railroad tracks, these barriers have an impact on access, particularly for residents west of I-15.

Connectivity barriers:

- I-15
- Railroad tracks



Transportation Connection Recommendations

1. 700 South Through Connection

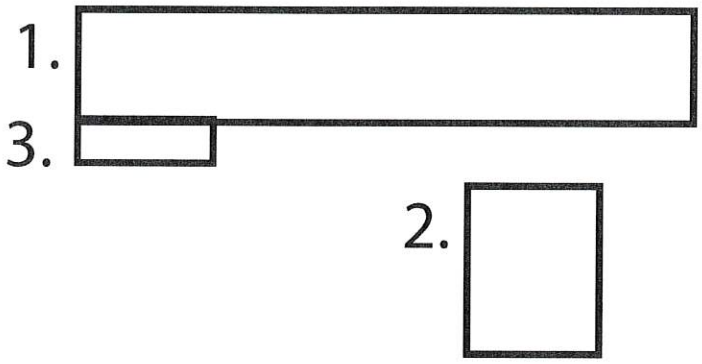
Currently, 700 South dead ends just east of the American Fork Station Area. An extension of 700 South from 100 West and into the Station Area would provide a direct and continuous east-west connection and support multimodal access. This connection should be designed to prioritize station area access and reinforce the broader context of land use, walkability, and transit access near the FrontRunner Station.

2. Lehi South Expressway to Vineyard Connector

Both planned roadways, Lehi South Expressway and the Vineyard Connector are important additions to the regional roadway network and mobility in American Fork. To aid in the movement of vehicles in the North-South directions, a connection between the two planned facilities is shown below in green as an collector road.

3. Lakeshore Dr. to Vineyard Connector

A potential east-west connection linking Lakeshore Drive, a collector route to the Vineyard Connector, a planned arterial route. This connection would support improved mobility for residential areas to the south of the planned Vineyard connector and provide relief for east-west travel.



CONNECTIVITY RECOMMENDATIONS



4

PARKS, OPEN SPACE & TRAILS

Introduction & Background

The Open Space and Recreation chapter outlines the vision, goals, and strategies for open space and recreation in American Fork. Open space is comprised of undeveloped land, parks, preserves, trails, golf courses, and sport fields. Recreation includes activities that happen in both indoor and outdoor spaces. Open space and recreation are important for improving the community's quality of life as well as environmental sustainability. This chapter will provide a comprehensive inventory of open space and recreation areas to ensure that as the community grows it has the desired open space. It outlines best practices for protecting and acquiring open space, parks and related facilities and integrating them throughout the city.

Best Practices

The following are best practices for open space and recreation placement, programming, and design:

- Encourage open space to be developed as part of a neighborhood or community during the planning and development phases.
- Catalogue existing public open spaces by type (aesthetic, recreational, environmental, connective link, or buffer), programmed amenities, and size.
- Provide open space close to residents. Open spaces within 1/4 mile of a resident receive significantly more use than those outside of that range.
- Place open space adjacent to roadways and maintain pedestrian-scale lighting. Doing so increases the user safety and access as well as ease of maintenance.
- Preserve and enhance cultural and natural amenities.
- Design the open space in tandem with local residents and the surrounding context including land features, views, nearby open space types and programming.
- Diversify active and passive recreation opportunities for all user abilities.
- Preserve open space areas based on current and projected land uses and demographics.
- Plan, design, and preserve trail networks and incorporate required connections to these networks to be made or stubbed within a mile of regional trails or connective network trails.
- Connect all open spaces, where feasible by multi-use pathways preferably detached of public street right-of-ways.



A diverse network of integrated open space is critical to create vibrant, healthy, and inviting neighborhoods and communities. The open space in American Fork can be broken into two main classifications: public and private. These classifications denote the nature of who has access to the space. Given this definition and the classifications, most of the land that is considered open space is public. Therefore, residents have better access to open space.

Open space brings people together and helps encourage a healthy lifestyle. As of 2025, American Fork has a total of 150 acres of core parks and 380 acres of special use areas. Public schools and churches provide additional open space and park facilities for their own students/members, which are sometimes accessible to nearby residents.



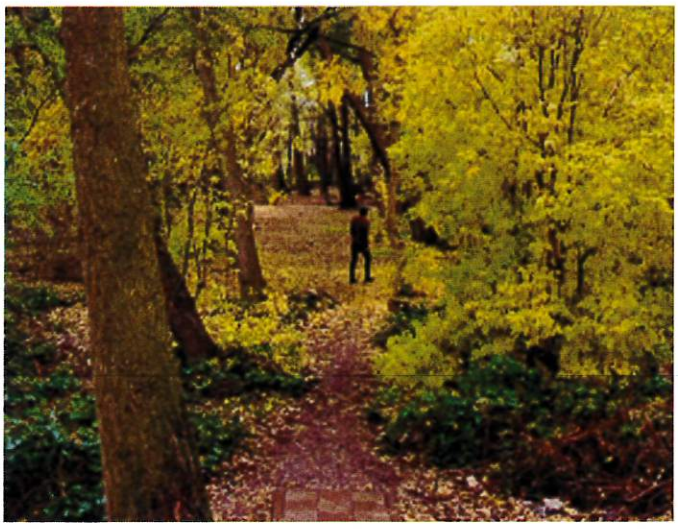
Existing Open Space Facilities

The following table and map show existing open space facilities in American Fork.

Accessibility to Open Space & Gaps

Several residential dwellings fall outside of the desired 1/4 mile radius creating open space gaps throughout American Fork. Due to the significantly built out nature of some parts of the city, filling these gaps may be difficult. Designating and striping bike lanes, maintaining high quality sidewalks, and establishing trails where possible, help to increase access and recreational opportunities in areas currently outside of the 1/4 mile radius of an open space. These trails and paths can help encourage a healthy lifestyle and increase residents' well being. The South end of the city, south of I-15, has the least amount of open space for its residents but is also where most of the growth in the city is set to happen, therefore there is plenty of opportunity to plan for more open space.

The South end of American Fork, south of I-15, has the least amount of open space for its residents but is also where most of the growth in the city is set to happen, therefore there is plenty of opportunity to build/designate more open space. Two projects for this end of the city are the thirty acre park and the boat harbor resort hub.



AMERICAN FORK OPEN SPACE FACILITIES		
FACILITY	**TYPE**	**LOCATION**
American Fork Canyon	Special Use	1
American Fork River Trail	Trail	2
Amphitheater	Special Use	3
Mary and Art Dye Park	Community Park	4
Bamberger Park	Neighborhood Park	5
Beehive Field	Neighborhood Park	6
Bicentennial Park	Neighborhood Park	7
Boat Harbor	Special Use	8
Cemetery	Special Use	9
Chipman Park	Neighborhood Park	10
Country View Park	Neighborhood Park	11
Easton Park	Neighborhood Park	12
Evergreen Park	Neighborhood Park	13
Fox Hollow Golf Course	Special Use	14
Greenwood Park	Neighborhood Park	15
Hindley Park	Neighborhood Park	16
Hunter Park	Neighborhood Park	17
J.C. Ballpark	Neighborhood Park	18
Kimberly Park	Neighborhood Park	19
Legacy Park	Neighborhood Park	20
Lions Park	Neighborhood Park	21
Martin Park	Neighborhood Park	22
Meadowview Park	Neighborhood Park	23
Miller Park	Neighborhood Park	24
Monarch Park	Neighborhood Park	25
Murdock Canal Trail	Trail	26
Nob Hill Park	Neighborhood Park	27
Pioneer Park	Neighborhood Park	28
Pony Ball Field	Neighborhood Park	29
Robinson Park	Neighborhood Park	30
Rotary Park	Community Park	31
Shalimar Park	Pocket Park	32
Spring Hollow Park	Neighborhood Park	33
Val Vista Park	Neighborhood Park	34
Valley View Park	Neighborhood Park	35



Open Space Map

Amenity Gaps

In addition to the locational open space gaps, residents stated they felt some gaps in desired amenities also exist. Analysis of park service areas shows that the southwest and southeast corners of American Fork are particularly under-served when it comes to access to open space and recreational facilities (see map on following page). These residential areas lack convenient walking access to parks and trails, requiring residents to travel by vehicle to reach recreational opportunities. The top 10 items requested by residents were:

- **Updated Recreation Center (187 votes) –** American Fork's existing Recreation Center requires modernization with updated equipment, expanded programming spaces, and renovated aquatic features to meet current community needs. A feasibility study for costs, funding, and phasing options is recommended.

- **Farmers Market (154 votes) –** Residents desire a dedicated farmers market providing access to local produce and handmade goods while creating a community gathering space. Potential locations include downtown or larger parks with adequate parking and visibility.

- **Splash Pad / Pool (139 votes) –** A public splash pad would provide free summer recreation for families, with several parks offering suitable locations. An outdoor public pool was also frequently requested to complement indoor Recreation Center facilities.

- **Trails (104 votes) –** Residents want a more comprehensive, interconnected trail system. Priorities include completing missing links between existing trails and extending routes to under-served southwest and southeast neighborhoods.

- **Indoor/Outdoor Event Center (102 votes) –** The community needs a flexible venue for events, performances, and gatherings year-round. This multipurpose facility could host concerts, festivals, and private events, ideally located near downtown or commercial areas for maximum accessibility.

- **Pump/Cycle Track (92 votes) –** A pump track would provide a unique recreational opportunity for various ages and skill levels. Suitable locations include existing parks with available space or undeveloped parcels in under-served areas.

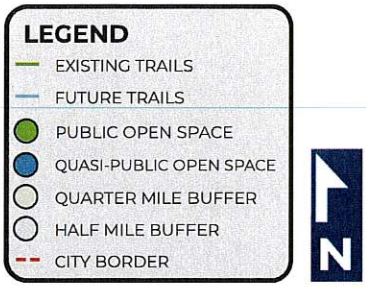
- **Sports Courts (89 votes) –** Growing pickleball popularity has created demand for dedicated courts, while tennis maintains steady participation. Existing parks could be retrofitted or new facilities developed, particularly in under-served areas.

- **Nature Playground (87 votes) –** These playgrounds incorporate natural elements like logs, boulders, and water features that encourage creative play and environmental learning. They require less maintenance than traditional equipment and could be incorporated into several existing parks.

- **Dog Park (81 votes) –** American Fork lacks a dedicated off-leash dog area. A designated park would provide a safer, more appropriate space with separate areas for large and small dogs, proper fencing, water access, and shade. Note: this data was gathered prior to the construction of the dog park at Mary and Art Dye Park.

- **Native Wetland Access (77 votes) –** Residents want better access to Utah Lake's nearby wetlands for wildlife viewing, environmental education, and passive recreation. Boardwalks, interpretive signage, and observation areas would allow enjoyment while protecting these sensitive ecosystems.

Open Space Amenity Gaps





5

MODERATE INCOME HOUSING

Introduction

In January 2025, Zions Public Finance, Inc. (ZPFI) reviewed the American Fork City ("City") 2024 Moderate-Income Housing Plan ("Plan") to evaluate its completeness, accuracy, and overall compliance with requirements outlined under Utah State Code (UCA 10-20-403). This section is meant to supplement the existing plan with additional foundational data necessary to further support and validate the City's moderate income housing ("MIH") strategies and actions. Specifically, this section addes up-to-date population counts and projections, employment counts and projections, calculations of affordable housing prices by area median income ("AMI") categories, and a housing gap analysis. With this current data, the the City's proposed strategies are more fully evaluated or justified.

Since January, ZPFI has collected and analyzed housing and socioeconomic data to supplement the 2024 Plan. This memo provides an overview of these findings intended to provide context for decision-making, enable measurability of policy outcomes, and ensure compliance with applicable State Code related to moderate-income housing plans.

Summary of Major Findings

- **Population Growth:** While population growth is rapid in Utah County, the growth in American Fork is significantly less than that in areas to the west such as Lehi, Saratoga Springs and Eagle Mountain. Still, American Fork is projected to grow by nearly 12,000 persons between 2020 and 2040.
- **Employment Growth:** The areas of greatest projected employment growth include Transit Center, Recreation Center and Employment Center.
- **Employees:** American Fork has a net influx of about 2,800 employees for work each day.
- **Retail Sales:** The City has a retail sales capture rate of 184 percent, the highest of surrounding cities. However, surrounding cities such as Orem, Lehi and Saratoga Springs have outpaced American Fork in recent years in terms of absolute sales growth.

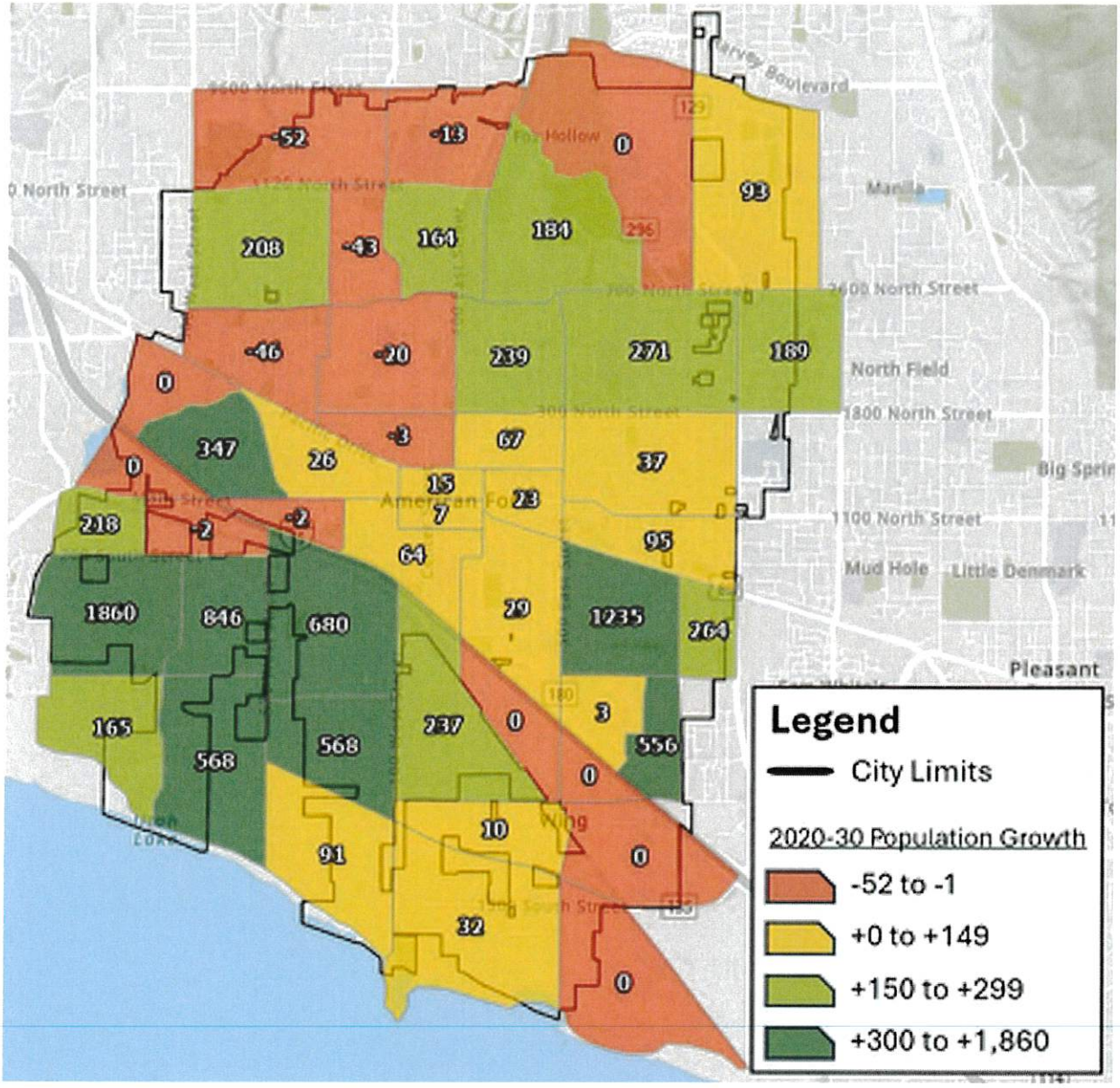


Population & Households

Currently, the MIH Plan specifies a 2020 population of 31,363 per the 2020 Decennial Census. In order to identify moderate income needs over the next five years, as required under UCA 10-20-403-2(a(iii)), projected population growth data were aggregated in supplementation of the current Plan.

The Mountainland Association of Governments projects a 2025 population of 39,494 and reaching 42,190 in 2030.[1] For households, the 2025 count is projected at 12,927, and the City is anticipated to reach 14,272 households in 2030.[1] This implies household sizes will trend slightly down from 3.06 in 2025 to 2.96 in 2030. While City-wide population will grow, local trends will vary as existing neighborhoods age and new development occurs. The following map visualizes projected population growth from 2020 to 2030 by traffic analysis zones (TAZ) throughout American Fork.

Figure 1: American Fork Population Growth (2020 to 2030 Projected) - Map



Source: WFRC-MAG Regional Transportation Plan (RTP) 2023

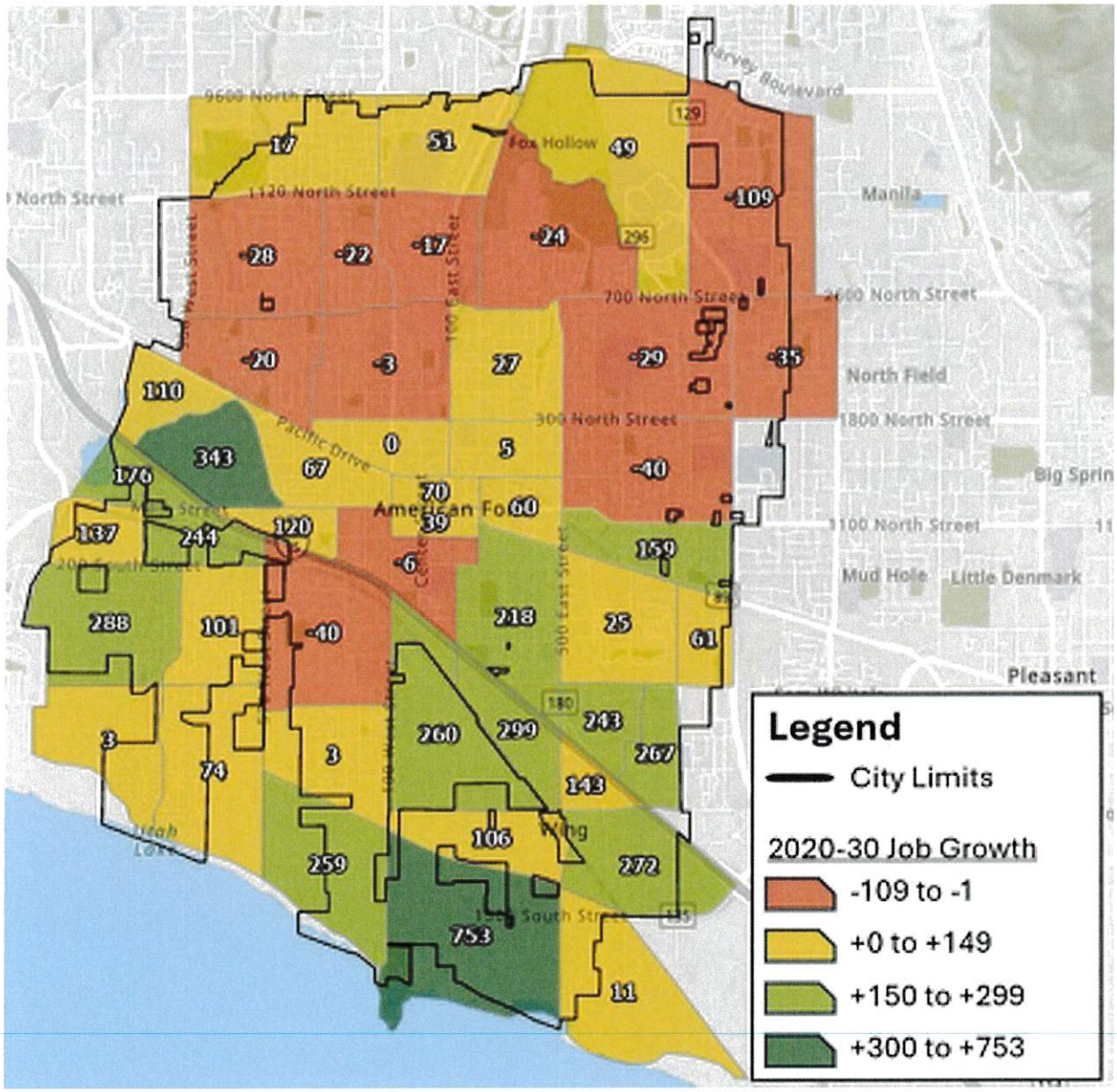
[1] *WFRC-MAG Regional Transportation Plan 2023*

Employment

In order to provide for specific measures and benchmarks as well as to determine any adjustments necessary in the future, as required under UCA 10-20-403-2(b), projected employment growth data were aggregated in supplementation of the current Plan.

The Mountainland Association of Governments projects a 2025 employment base of 31,155 jobs and low growth in the short-term, reaching 31,490 jobs in 2030.[2] While City-wide employment will remain relatively stable, employment levels will shift throughout the City as existing facilities age and new development occurs. The following map visualizes projected employment growth from 2020 to 2030 by traffic analysis zones (TAZ) throughout American Fork.

Figure 2: American Fork Employment Growth (2020 to 2030 Projected) - Map



Source: WFRC-MAG Regional Transportation Plan (RTP) 2023

[2] *WFRC-MAG Regional Transportation Plan 2023*

Socioeconomics & Household Demographics

In order to consider those currently working and wishing to work in the City, as required under UCA 10-20-403-2(c), baseline socioeconomics and household demographics were aggregated in supplementation of the current Plan. The following table summarizes these findings for the City in comparison with surrounding communities and Utah County overall.

Figure 3: Socioeconomic Overview - American Fork, Comparative - Table

	American Fork	Highland	Lehi	Pleasant Grove	Utah County Overall
Median Age	27.8 years	26.2 years	26.6 years	28.2 years	25.5 years
Average Household Size	3.2 persons	4.1 persons	3.6 persons	3.2 persons	3.4 persons
Median Household Income	$95,823	$178,662	$125,860	$96,347	$96,877
Median Home Value	$467,900	$846,900	$567,100	$454,300	$489,200
Mean Commute Time	21.4 minutes	22.5 minutes	22.8 minutes	20.9 minutes	22.0 minutes
Median Individual Earnings (Workers 16+ with earnings)	$40,849	$46,322	$49,473	$41,240	$35,533

Source: U.S. Census Bureau, American Community Survey 5-year Data 2019-2023

Affordable Housing Budget

In order to consider various income earners, as required under UCA 10-20-403-2(b), affordable housing budgets were prepared in supplementation of the current Plan.

Moderate-income housing consists of occupied, for-sale, and for-rent units that are affordable for households with incomes no greater than 80 percent of the area median income ("AMI"), a metropolitan-level indicator of income set on a yearly basis by HUD. The following table provides affordable monthly housing payments (including rent or monthly mortgage payments along with taxes, fees, utilities, and insurance) corresponding to various levels of area median income for the Provo-Orem metropolitan area in 2024.

Figure 4: Affordable Housing Budget by AMI Category - Table

	30% of AMI	50% of AMI	80% of AMI	100% of AMI
HUD Income Limit	$29,450	$49,050	$78,500	$98,500
Monthly Housing Allowance (including taxes, utilities, fees)	$736	$1,226	$1,963	$2,463
Affordable Rent (less $128 for utilities, fees)[3]	$480	$1,000	$1,780	$2,299
Affordable Monthly Mortgage (less $300 for taxes, utilities, insurance, fees)	$436	$926	$1,663	$2,163
Affordable Home Price (6.5% rate, 10% down payment)	$69,101	$146,715	$263,334	$342,533

Source: ZPFI Calculation based on HUD 2024 Data

Based on the definition of housing affordability as spending no more than 30 percent of income on housing costs, a moderate-income household in American Fork should pay no more than $1,780 on monthly rent or $1,663 on a monthly mortgage payment (including all utilities and fees).[4]

[3] *Renter utilities and fees based upon difference between contract rents and actual total housing payments for renters in American Fork, per U.S. Census Bureau, American Community Survey 5-year Data 2019-2023.*

[4] *ZPFI Calculation based on HUD 2024 Data*

Affordable Housing Gap Analysis

In order to consider various income earners and the existing household income distribution in comparison with home values and rents, as required under UCA 10-20-403-2(b), as well as to identify moderate-income housing needs over the next five years, as required under UCA 10-20-403-2(a(iii)), both current and 5-year projected housing gap analyses by AMI category were prepared in supplementation of the current Plan.

The following Housing Gap Analysis summarizes American Fork's housing supply (including occupied, for-sale, and for-rent units by AMI), resident housing demand (existing households by AMI), and the calculated gap between existing resident households and existing units affordable to those households. Where surpluses exist, units are likely to be occupied by households with incomes higher than necessary to comfortably afford the unit. Where shortages exist, households are more likely to be cost-burdened (spending more than 30 percent of gross income on housing).

Figure 5: Housing Gap Analysis (2023 Historical) - by AMI Category by Tenure - Table

	30% of AMI	50% of AMI	80% of AMI	100% of AMI
Housing Units	**443**	**642**	**2,364**	**1,527**
Owner-Occupied and For-Sale	*299*	*103*	*293*	*809*
Renter-Occupied and For-Rent	*144*	*539*	*2,071*	*718*
Households	**998**	**1,291**	**1,921**	**1,336**
Owner Households	*576*	*546*	*1,062*	*911*
Renter Households	*422*	*745*	*858*	*426*
Gap Surplus (Shortage)	**(555)**	**(649)**	**443**	**191**
Owner Gap	*(277)*	*(443)*	*(769)*	*(102)*
Renter Gap	*(278)*	*(206)*	*1,213*	*292*

Source: U.S. Census Bureau, American Community Survey 5-year Data 2019-2023; HUD; ZPFI

Without the development of new units affordable for low- and moderate-income households, the demand for affordable units will outpace supply as the population grows. Assuming the share of households falling into each AMI category remains constant as the City grows, the following table projects the affordable housing gap into year 2030 based on the household growth projections previously discussed. These calculations assume zero growth of units affordable at or below 100 percent of AMI. Successful development of low- and moderate-income units could reduce this gap.

Figure 6: Housing Gap Analysis (2030 Projected) - by AMI Category by Tenure - Table

	30% of AMI	50% of AMI	80% of AMI	100% of AMI
Housing Units	**443**	**642**	**2,364**	**1,527**
Owner-Occupied and For-Sale	*299*	*103*	*293*	*809*
Renter-Occupied and For-Rent	*144*	*539*	*2,071*	*718*
Households	1,102	1,425	2,121	1,475
Owner Households	636	603	1,172	1,006
Renter Households	466	823	947	470
Gap Surplus (Shortage)	**(659)**	**(783)**	**243**	**52**
Owner Gap	*(337)*	*(500)*	*(879)*	*(197)*
Renter Gap	*(322)*	*(284)*	*1,124*	*248*

Source: U.S. Census Bureau, American Community Survey 5-year Data 2019-2023; HUD; ZPFI; WFRC MAG Regional Transportation Plan 2023

Combined with the original 2024 Moderate-Income Housing Plan (MIHP), the preceding data and analyses provide the basis for informed planning to facilitate moderate-income housing in American Fork City in accordance with the requirements set forth in UCA 10-20-403. This data is supportive of the proposed strategies outlined in the 2024 MIHP, which are as follows:

- **A. Rezone for densities necessary to facilitate the production of moderate income housing**
- **E. create or allow for, and reduce regulations related to, internal or detached accessory dwelling units in residential zones**
- **G. Amend land use regulations to allow for higher density or new moderate income residential development in commercial or mixed-use zones near major transit investment corridors**
- **H. Amend land use regulations to eliminate or reduce parking requirements for residential development where a resident is less likely to rely on the resident's own vehicle, such as residential development near major transit investment corridors or senior living facilities**
- **N. Implement a mortgage assistance program for employees of the municipality, an employer that provides contracted services to the municipality, or any other public employer that operates within the municipality**
- **P. Demonstrate utilization of a moderate income housing set aside from a community reinvestment agency, redevelopment agency, or community development and renewal agency to create or subsidize moderate income housing**
- **W. Develop and adopt a station area plan in accordance with section 10-20-403.1**



6

PUBLIC FACILITIES, SERVICES & WATER

Introduction

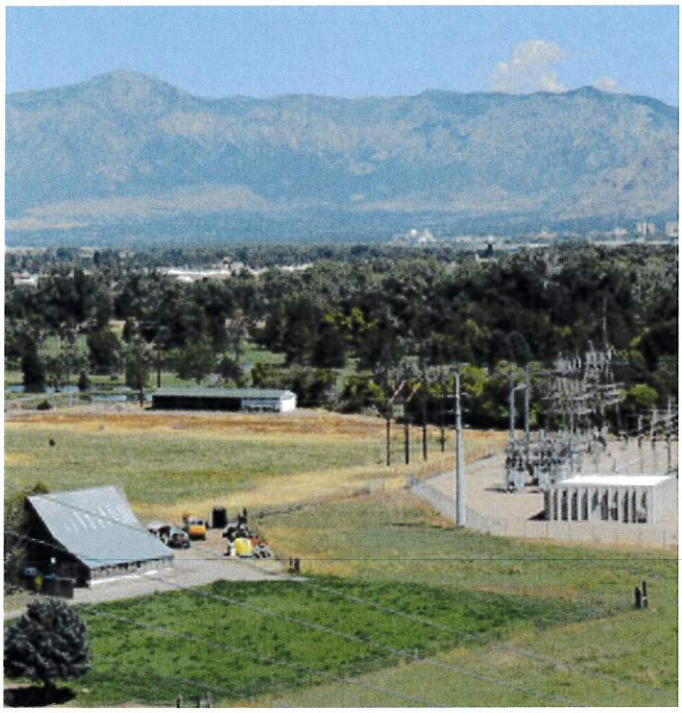
This element is intended to address American Fork's facility, water, and conservation plans. The facilities plan section will be a simple synopsis of the current utilities, public works facilities, recreation center, and city municipal complex. The synopsis will focus on the needs, mapping, and upgrades of those elements.

The water section will show the information of the city's water element which includes the culinary and irrigation master plans. These elements will be used to show the city's measure taken to conform to the LUDMA state requirements.

The third section is concerning the conservation efforts related to waterways and water bodies in the city. It also addresses the shoreline of Utah Lake that the city has. Conservation efforts for these water amenities is important to the city.

Facilities

American Fork City has an existing system of public facilities that includes a library, historic city hall, veterans hall, and the municipal building complex. Here's an overview of some key facilities:





Parks and Recreation

Mary and Art Dye Park: Features baseball/softball diamonds, bike trails, and picnic areas.

Bamberger Park: Includes soccer fields and picnic tables.

Greenwood Skate Park: A popular spot for skateboarding, open daily.

J.C. Ballpark: Provides facilities for baseball and other sports.

Healthcare

American Fork Hospital: Recently certified as a Level III Trauma Center, offering advanced trauma care and emergency services.

Sports Facilities

Ranger-Celtic Indoor Soccer Facility: An indoor soccer field for year-round play.

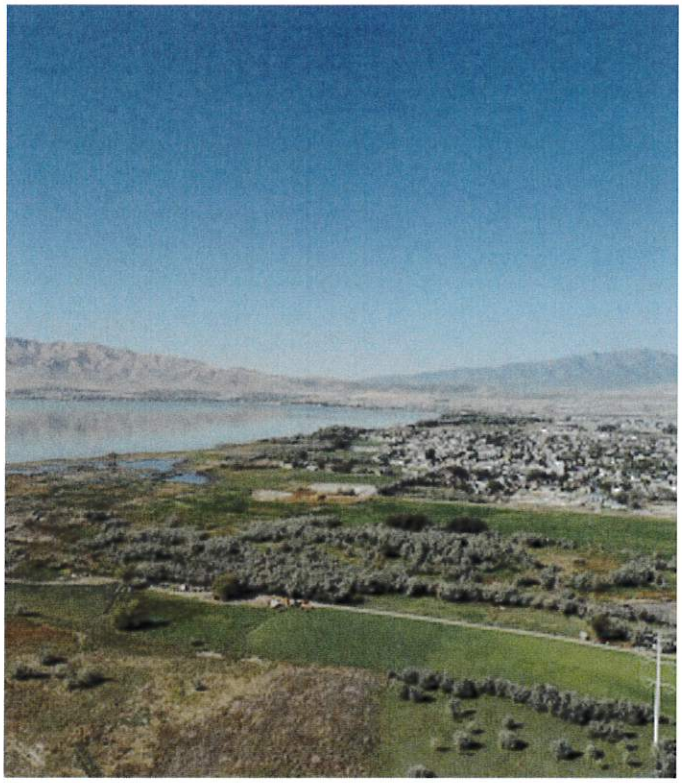
Community Buildings

Administration Building: Hosts meeting rooms and restrooms, accessible to the public.

These facilities contribute to the community's well-being by providing recreational opportunities, healthcare services, and spaces for social gatherings.

Water Element

In American Fork, Utah, water plays a crucial role in shaping the community. Nestled at the foot of Mount Timpanogos and near Utah Lake, American Fork is blessed with natural water sources that nourish the land and sustain local ecosystems. From the serene flow of the American Fork River to the refreshing waters of nearby Utah Lake, water supports agriculture, provides recreational opportunities, and enhances the beauty of the landscape.



Culinary Water Master Plan

Introduction

The purpose of the culinary water system is to accommodate population growth and correct system deficiencies. The system was initially designed in 1993 and has undergone several updates, with the latest in 2018.

Current and Future Conditions

Population Projections: Expected to increase from 38,549 in 2023 to 86,694 by 2060. Water Demand: Culinary water system is used for indoor water needs, with peak daily demand projected at 800 gallons per day per connection.
Utah Administrative Code R309-510-7

System Components

The water sources for the city's culinary system includes multiple wells and springs, with a total capacity of 15,816 gallons per minute (gpm).
The city's current storage capacity is 14,884,000 gallons, which is adequate for future needs.
The city-owned existing water rights are sufficient, but additional rights will be acquired as needed.

Design Standards

Pressure: Maintain 40 psi during peak day demands and 30 psi during peak hour demands. Velocity: Maximum water velocity of 8 fps during peak hour demands and 5 fps during peak day demands. Storage and Source Requirements: Minimum of 400 gallons of storage per equivalent residential connection (ERC) and 0.56 gpm of water source per ERC.

Improvement Plans

Existing Deficiencies: Includes new connections, upsizing of waterlines, and well generator replacements, with a total estimated cost of $18,772,352. Buildout Improvements: Includes distribution and transmission line projects, new wells, and generators, with a total estimated cost of $70,056,489.

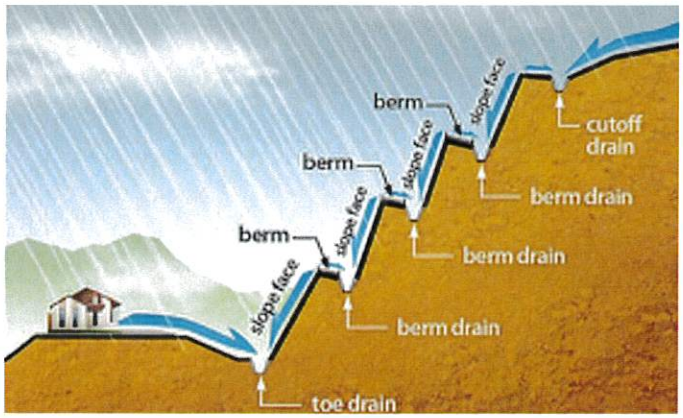
Impact Fee Facility Plan (IFFP)

Funding: Recommendations include general fund revenues, grants, donations, culinary water utility fees, impact fees, and debt financing. Certification: Ensures compliance with the Impact Fees Act and outlines the necessary elements for the IFFP. This plan aims to ensure that American Fork City's culinary water system can meet the demands of future growth while maintaining high service standards.

Shoreline & Wetlands

The city has a large shoreline along Utah Lake, as well as pockets of other water bodies and wetlands throughout the city. In order to prevent landslides three major techniques could be implemented:

- **Geometric Techniques –** This technique works with the geometry of the slope. Within this technique efforts can be made to:
  - Reduce the percent of the slope or recontour the slope increasing the distance between the top and bottom of the slope
  - Eliminate load or weight from the top of the slope reducing the stress of critical areas
  - Eliminate portions of the soil that have a greater likelihood of incident
  - Construct berms along the slope to offer relief and extra safety against toppling failure
  - Introduce free draining materials reducing the build-up of pore water pressure
  - Re-compact slip debris to provide more resistance against the load



- **Hydrological Techniques –** This technique works with the hydrology within the slope. Efforts can be made to:
  - Install surface and subsurface drain pipes reducing pore water pressure
  - Introduce inverted filters which catch and pipe water through the foundation of the slope
  - Use thermal techniques (Ex. ground freezing and heating)

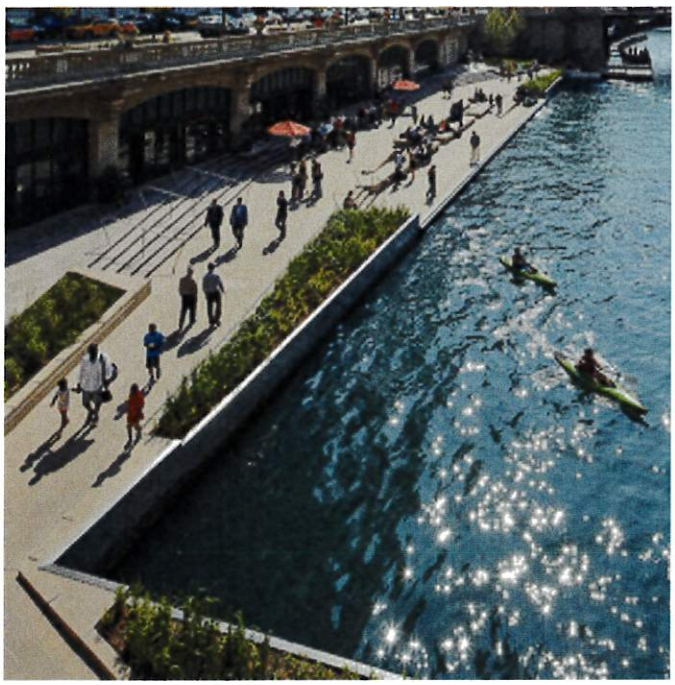
- **Mechanical Techniques –** This technique works with the construction of structures or use of construction materials to strengthen potential loads of the slope. This is the most common technique type and efforts can be made to:
  - Use grouting (soil nails) to increase resistance of slope
  - Construct restraining structures (Ex. concrete gravity or cantilever retaining walls)
  - Construct gabion structures, baby crib walls, and embankments
  - Construct cement columns
  - Install anchors, rock bolts, or root piles with rock blocks
  - Plant vegetation, more specifically shrubs and grasses to reduce soil erosion and overall stress on the slope



Floodways

Floodways are highly regulated throughout the United States due to the sensitive nature of the area and potential damage that may occur if not designed adequately. Areas of American Fork that are prone to flooding are situated around the American Fork River as well as Mill Stream. There is also a risk of flooding at the south end of the city, by the shore of Utah Lake. If development must occur around a floodway there are three main things to consider:

- **Optimal Dimensions of the Floodway –** Floodways are developed in the lowest part of the floodplain.
  The width and height of the floodway should be designed by estimating stage and tailwater levels for various flows, backwater caused by the floodway, flood event closure time, and velocities at the floodway. Once this is established models for major storm events should be developed to ensure 500 year flood events are incorporated into the design.



- **Channel Crossing Path/Road Surfaces and Design –** Decisions must be made to determine the floodway crossing length, width, and pavement characteristics. Once these are developed the surface can be determined on the type of inundation that exists. For areas with relatively short periods of inundation stabilized base course is typically used. For more urban riverwalk sections or higher traffic areas concrete pavement is typically used, or when periods of inundation are longer and more sustained.

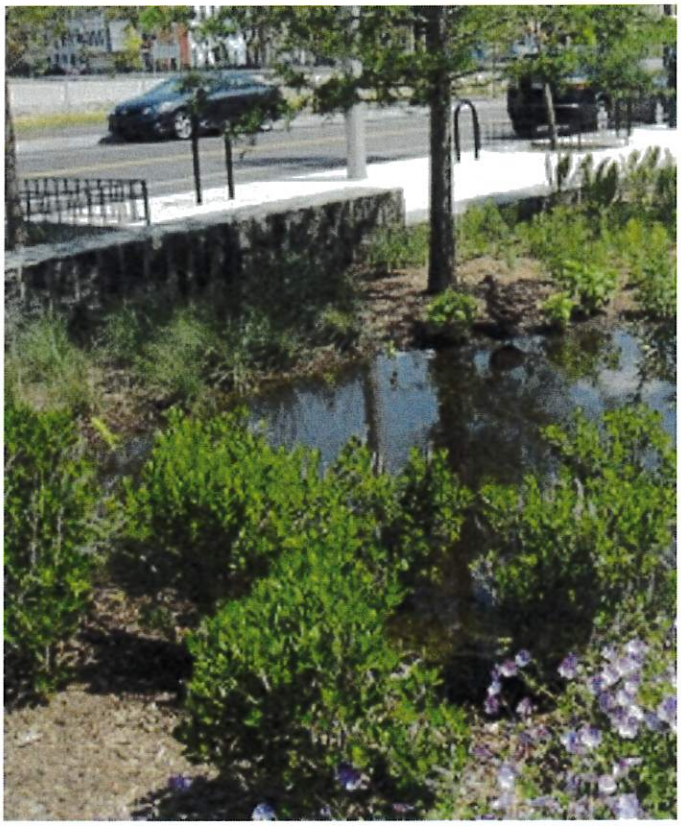
- **Armoring and Scour Protection of a Floodway –** Armoring a floodway means using physical structures to protect shorelines from erosion. Armoring typically occurs in urban riverwalk locations to help protect development on both sides of the urbanized section. Scouring protection in a floodway is extremely important and incorporates the analysis of various areas within the floodway for the severity of flows, velocity, drag and resistance. Options for protecting the floodway from scouring concerns are:

  - Concrete protection
  - Cutoff walls
  - Rock fills below the embankment
  - Cement-stabilized batter slope/ embankment fill
  - Cement-stabilized sub-grade base course
  - Two-coat bituminous seal

Water Conservation, Preservation, & Low Impact Development (LID) (Water Conservancy Plan as required by Utah State Code Section 73-10-32)

The water in American Fork comes from two different sources, springs originating in American Fork Canyon and deep wells from the aquifer. When the city annexes agricultural land, the water rights associated with that land are turned over to the city in order to properly serve those in the new development. (The Hub newsletter July 2022)

Utah is a semi-arid to desert climate. Whether rainfall is plentiful or not, measures should be taken to help minimize wasteful or unnecessary water use practices. These wasteful practices include leaky waterlines and systems, irrigating landscape when raining or over watering landscape, non-functional lawn areas, non-waterwise appliances, and running faucets when not in use. Utah State Code 10-20-403 requires the following items to be addressed as part of a city's general plan:



IRRIGATED LAWN WATER USE BY LOT TYPE

TYPICAL LOT INFO	.23-ACRE LOT	TOWNHOME	APARTMENT
Lot Size*	10,000 SF	4,300 SF	1,250 SF
Public Right-of-Way Width	80'	26'	5'
Impervious Coverage	30%	75%	84%
Irrigated Landscaping	8,000	1,075	200
Water Use (600 gal / 1,000 sf irrigated landscape / week)	4,200 gal / week	645 gal / week	120 gal / week

- The effect of permitted development or patterns of development on water demand and water infrastructure.
- Methods of reducing water demand and per capita water use for existing development.
- Methods of reducing water demand and per capita water use for future development.
- Modifications that can be made to a local government's operations to reduce and eliminate wasteful water practices.

Some best practices or methods to reduce water use for existing and future development are:

- **Water System Management** – This management process evaluates and assesses the existing water system and replaces or improves underperforming sections and facilities. It also adds meters in critical areas to watch for water leakage. Leakage represents the largest real losses for most water systems
- **Metering** – Ensure meters are located at each user location to track water consumption and distribute the cost of the system on those consuming the most water using a conservation rate structure. A conservation rate structure incentivizes users to reduce water use to be under certain thresholds of cost/gallons of water use.
- **Rain Water Harvesting** – Allows users to capture and store water on site for future outdoor irrigation needs. This is regulated by Utah State Code, but each residential unit can store up to 2,500 gallons per year
- **Sustainable Water Use Practices** – Changing user habits to utilize smart water sensing irrigation systems, waterwise appliances and toilets, turning off water when not in use, watering landscape the right amount and at the right times. American Fork City's website contains the measure the city is taking and residents can take in their operations and maintenance practices to reduce and eliminate wasteful water practices.
- **Waterwise Landscape Design** – When individuals hear the term waterwise landscape design they typically think no lawn and only use rock or bark mulch. A waterwise landscape design is a design that is thoughtful in its placement or use of lawn and utilizes more drought tolerant native plants. It may also mean replacing typical lawns with other more waterwise plant substitutions. The use of rock or bark mulch, drip irrigation systems, and less water intensive plants is encouraged in waterwise landscape design. The state also offers incentives for implementing water efficient landscaping [*See also HB 277* & *SB 118*]. American Fork City Code 17.21.020 limits the amount of lawn allowed in residential yards to reduce water usage.
- **Greywater Systems & Water Reuse** – Greywater systems or water reuse takes water that has already been used (from places like the laundry, shower, and sink) and uses it for a secondary purpose (like watering gardens or landscaping) before allowing it to enter the sewer system.
- **Low Impact Development (LID)** – "LID refers to engineered systems, either structural or natural, that use or mimic natural processes to promote infiltration, evapotranspirtation, and or reuse of storm water as close to its source as possible to protect water quality and aquatic habitat."

Green Infrastructure – Green infrastructure includes LID practices but is a broader practice that also includes ecological services. Examples of green infrastructure are:

- Bioswales
- Bio remediation
- Downspout Disconnection
- Green Parking
- Green & Blue Roofs
- Green Streets & Alleys
- Infiltration Basins
- Permeable Pavements
- Rain Gardens
- Rainwater Harvesting
- Subsurface Detention
- Urban Tree Canopy

For more information visit: *epa.gov/green-infrastructure/what-green-infrastructure, & sustainableinfrastructure.org/*

Recommendations

The following steps should be taken upon approval of the American Fork General Plan Update:

1. **Study & Implement Hillside & Slope Protection Measures for the Area East of the Rail Line** – A study to evaluate potential solutions for the hillside area should be conducted to find the best solution for

improving the area's stability while minimizing the risk of a future possible incident.

2. **Implement Low Impact (LID) Development Standards on All New Construction –** The State's standards on LID are becoming increasingly more common. LID development standards create significant environmental, health, financial, and social benefits.

3. **Promote Waterwise Landscape Incentives to Encourage Landscapes to Be Redeveloped –** American Fork should establish incentives for converting water-intensive landscapes to waterwise alternatives, including rebates for turf removal, xeriscaping subsidies, and smart irrigation system cost-sharing. These transformations would significantly reduce outdoor water consumption—which accounts for approximately 60% of residential water use—while creating more climate-resilient and ecologically beneficial environments.

4. **Study Potential Incentives Programs for Water Reuse, and Greywater Systems –** A study should be conducted to review strategies on how to encourage remodel, redevelopment, and new development projects to utilize greywater and water reuse systems. Currently the Jordan Valley Water Conservancy District offers an incentive program for similar projects in Salt Lake County

5. **Adopt applicable regional water conservation goals recommended by the Division of Water Resources**

Existing City Measures

The following steps have been and are being taken in American Fork to reduce or eliminate wasteful water practices:

Water Management Team – American Fork has established a water management team that tracks usage patterns and provides recommendations to help the city manage its water resources efficiently and stay within sustainable limits.

Meters on Secondary Water – In compliance with Utah State legislative mandate (House Bill 242), American Fork began installing secondary water meters on all pressurized irrigation connections in 2019 for new construction and in 2022 for existing connections. This citywide project will continue through 2030, with meters intended to provide usage data that will encourage conservation.

Reduction of Water Consumption in Landscape – The city currently asks residents to reduce watering by 33% (two days per week instead of three), particularly for secondary water users. Recent conservation efforts have resulted in significant water savings, with nearly 878 million gallons saved from April to August compared to the ten-year average.

Smart Sprinkler Clocks in City Parks – American Fork has installed smart irrigation controllers on sprinkler systems throughout city parks. These devices are being tested across thousands of sprinkler heads and help optimize watering schedules while reducing consumption.

Water Conservation City Code – Several elements within the city's code help with water conservation:

- The mayor has authority to limit water use during drought conditions
- Intentional wasting of water is prohibited, with requirements to immediately repair leaks or imperfect water systems upon discovery
- Sprinkler irrigation has time-of-day restrictions to maximize efficiency
- Landscaping requirements limit lawn areas in new developments to promote more water-efficient plantings

- The city also provides residents with water conservation resources through partnerships with the Central Utah Water Conservancy District and various state conservation programs, and continues to explore additional measures to ensure sustainable water management for the future.

City Resident Rebate Usage

- **76 Individual Residential Successful Applicants – Smart Controller Rebate** *(utahwatersavers.com/Program/6/smart-controller)*
- **30 Individual Residential Successful Applicants – Flip Your Strip Rebate** *(utahwatersavers.com/Program/2/flip-your-strip)*
- **9 Individual Residential Successful Applicants – Toilet Replacement Rebate** *(utahwatersavers.com/Program/4/toilet)*

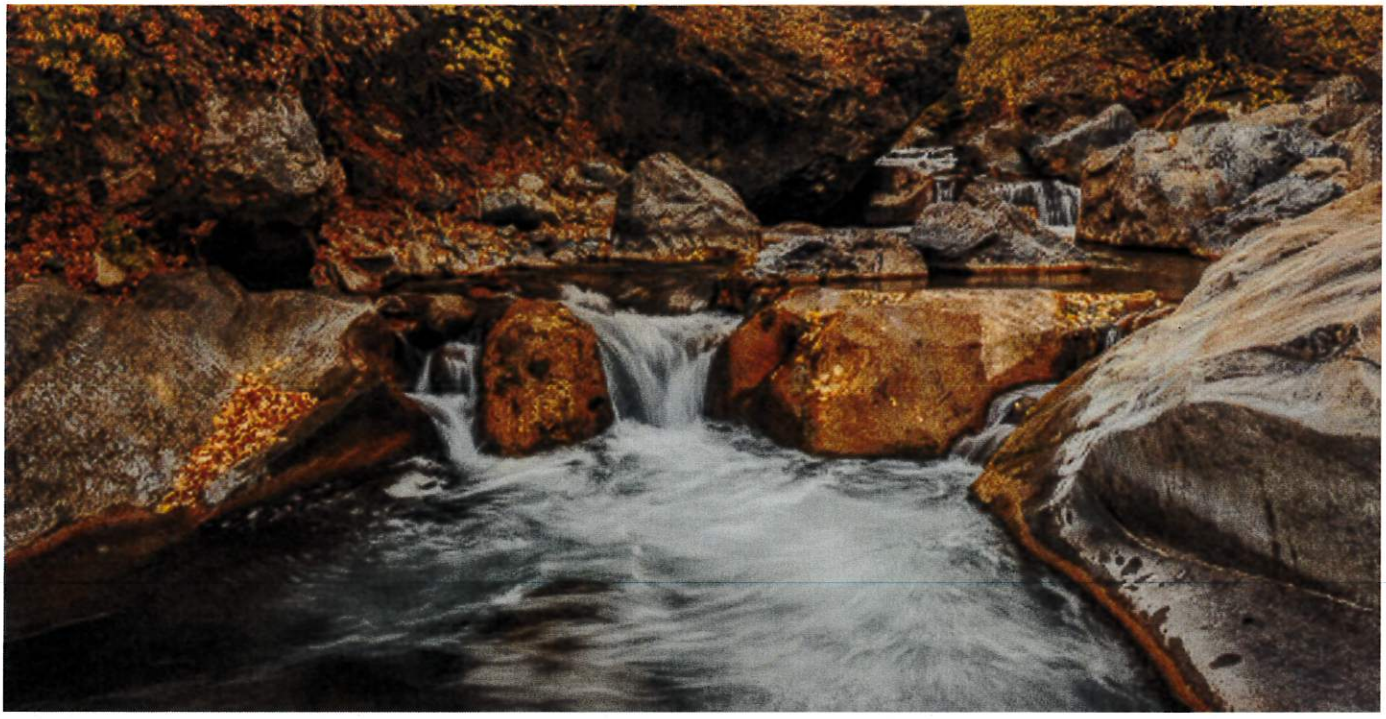
Other available rebates can be found at: *utahwatersavers.com*

- The city also provides residents with water conservation resources through partnerships with the Central Utah Water Conservancy District and various state conservation programs, and continues to explore additional measures to ensure sustainable water management for the future.

The Central Utah Water Conservancy District offers the following water conservation programs available to American Fork residents:

- **Localscapes Classes** – Free classes teaching the Localscapes method for water-wise landscaping design suited to Utah's climate
- **Smart Controller Rebates** – Rebates of 50% of purchase price (up to $1,500) for WaterSense labeled smart irrigation controllers
- **Landscape Incentive Program** – Earn $1.50-$3.00/sq ft for converting lawn to water-efficient landscaping and $0.50-$1.00/sq ft for converting to drip irrigation (amounts vary by city)
- **Toilet Replacement Rebates** – Receive up to $150 for replacing old toilets with WaterSense labeled models

All programs are accessed through UtahWaterSavers.com which are subject to funding availability and eligibility requirements.





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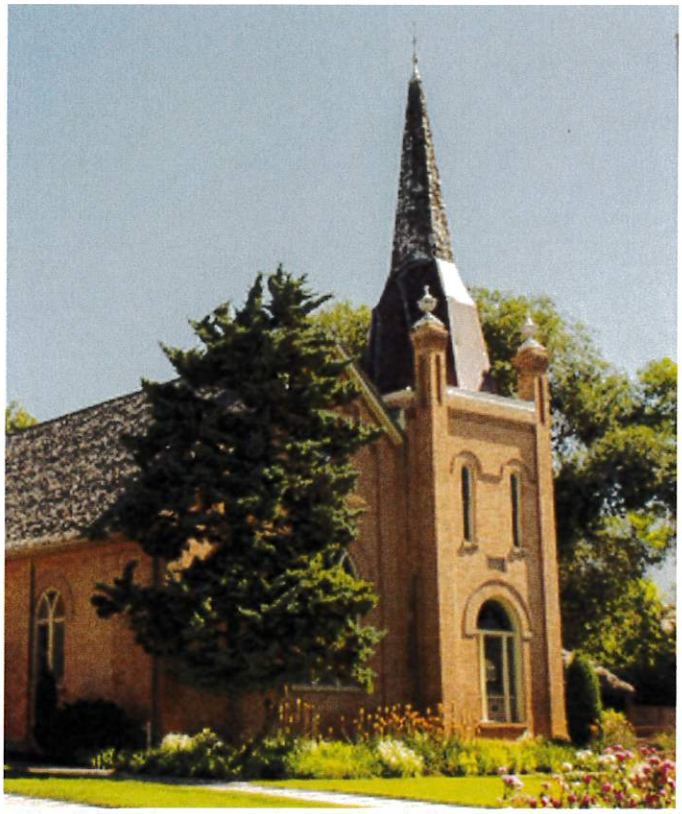
HISTORIC PRESERVATION & IMPLEMENTATION

Historic Preservation

Historic preservation is a cornerstone of American Fork's commitment to honoring its rich heritage and history. The city is home to numerous historic sites, including the Alpine Stake Tabernacle. Additionally, many homes and buildings in American Fork are listed on the National Register of Historic Places, underscoring the community's dedication to preserving its architectural and cultural legacy. Preserving these historic sites is crucial for several reasons. It fosters a sense of identity and continuity, allowing residents and visitors to connect with the city's history. Historic preservation also contributes to the city's aesthetic appeal, enhancing the character and charm of American Fork. Moreover, it can stimulate economic development by attracting tourists and encouraging investment in the community.

American Fork values its heritage deeply and is committed to best practices in historic preservation. This includes maintaining and restoring historic buildings to their original condition, and using materials and techniques that are true to the period. The city should also consider adaptive reuse, where historic structures are repurposed for modern use while retaining their historical significance. Public education and community involvement are also key components, ensuring that residents understand the importance of preservation and actively participate in these efforts.

These historic sites are resources that should be utilized by the city. One possible method to accomplish this could be to update the historic walking tour by incorporating an audio guide, wayfinding signage, informational plaques, or other engaging elements along the path.
By prioritizing historic preservation, American Fork not only safeguards its past but also enriches its present and future, creating a vibrant and historically aware community.



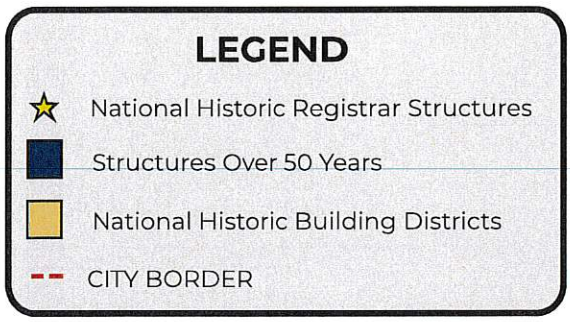
The following map shows the following historic assets within American Fork City:

Historic Preservation / National Historic Registrar – Designating land or properties on the National Historic Registrar is another method of preserving history. This case does not apply to all properties, but is a tool that can be used if significant historic value can be found on a property. Typically the historic value is determined by multiple factors, including age, historical integrity, historical significance with people or events, and/ architectural value.

Properties with structures over 50 years old With some exceptions, only building structures older than 50 years are eligible for consideration for the National Historic Registrar.

National Historic Building Districts – are recognized geographically distinct areas with a high concentration of historically significant buildings, landscapes, and landmarks.

Historic Preservation Assets



Implementation

The following steps should be taken upon approval of the American Fork General Plan Update:

1. Develop Downtown Revitalization Strategy (2025-2027)
Complete a focused downtown master plan that identifies specific redevelopment sites, establishes design guidelines preserving historic character, outlines public realm improvements, and creates a phased implementation timeline with dedicated funding sources.

2. Implement East-West Connectivity Improvements (2026-2031)
Prioritize construction of identified roadway connections at 700 South, Meadows Crossing, and Lakeshore Drive, while synchronizing with active transportation network development to create complete street corridors connecting both sides of I-15.

3. Update Parks Facilities Master Plan (2026-2028)
Conduct a comprehensive needs assessment for a modernized recreation center and develop strategic acquisition plans for parks in under-served areas, particularly in the southern portions of the city, with specific funding mechanisms identified.

4. Enhance Water Conservation Infrastructure (2025-2030)
Complete secondary water meter installation citywide by 2030, implement smart irrigation controllers in all public facilities by 2027, establish waterwise landscape demonstration projects at three key public sites by 2026, and develop a tiered conservation rate structure.

5. Accelerate Station Area Development Implementation (2025-2028)
Finalize the FrontRunner station location decision by 2026, establish a Transportation Reinvestment Zone to fund infrastructure by 2026, implement first phase public improvements (streetscape, utilities, plaza) by 2027, and partner with developers to break ground on a signature mixed-use project with regional entertainment venue by 2028.

6. Transform Marina Area into Premier Recreation Destination (2026-2031)
Complete a Marina Area master plan by 2026, secure funding partnerships with state/federal agencies by 2027, develop expanded marina facilities and improved public beach access by 2029, and implement a phased approach for complementary commercial and hospitality development that enhances the recreational experience while preserving wetland habitat by 2031.

Funding Sources

Several local, state, and federal funding sources exist for the preservation and development of public open space. These sources include, but are not limited to:

- **Active Transportation Statewide Trails Network –** This is part of the statewide trails initiative with the Utah Department of Transportation and The Governor, and has been allocated a total of $45 million [*unifiedplan.org/utah-trail-network/*].

- **Active Transportation Investment Fund (ATIF) –** This is part of the statewide trails initiative with the Utah Department of Transportation and The Governor, and has been allocated $45 million annually [*unifiedplan.org/utah-trail-network/*].

- **Utah Open Lands –** The Utah Open Lands group seeks to safeguard agricultural open space in Utah and has ongoing grant money available [*www.utahopenlands.org/*].

- **Mountainland Association of Government (MAG) –** MAG funds planning and transportation projects on a yearly basis. This general plan project went through this

funding source and could be utilized again for larger regionally significant planning and transportation projects.

- **Utah Division of Outdoor Recreation (Utah DNR) Grants –** Utah DNR has several grant programs available each year. These programs include the Utah Outdoor Recreation Grant (UORG), Recreation Restoration Infrastructure Grant (RRI), Outdoor Recreation Planning Assistance (ORPA), Recreational Trails Program (RTP) and several others.

Financial Tools

The purpose of this section is to present various economic development and funding tools that could be used to facilitate desired development in the various nodes. The economic tools and funding sources discussed in this analysis include:

- Tax Increment Areas
  - Community Reinvestment Areas (CRAs)
  - Housing and Transportation Reinvestment Zones (HTRZs)
  - Transportation Reinvestment Zones (TRZs)
- Special Assessment Areas (SAAs)
- Public Infrastructure Districts (PIDs)
- Opportunity Zones
- Fees
  - Impact Fees
  - Transportation Utility Fees
  - User Fees
- Grants
- Property Leases
- Housing
  - Low Income Housing Tax Credits (LIHTC)
  - Home Ownership Promotion Zones (HOPZ) – also uses tax increment
  - First-Time Homebuyer Investment Zones (FHIZ) – also uses tax increment
- Public-Private Partnerships (P3s)
- Bonding

NOTE: The city has four tax increment (redevelopment) areas that expired in 2025, presenting an opportunity to consider new initiatives.



APPENDIX

LAND USES & THEIR EQUIVALENT ZONE DESIGNATIONS

Future Land Use Designations

The Future Land Use Map designations as outlined below guide the city's growth over the next 10 - 20 years. These land use designations are more general in nature, but may be applied to the following zones:

- **Detached Residential –**
  - R-1-17,000 - Single Family Residential
  - R-1-12,000 - Single Family Residential
  - R-1-7,500 - Single Family Residential
  - RA - Residential Agricultural Zone
  - PC - Planned Community
  - PR - Planned Residential

- **Attached Residential –**
  - R-2-7,500 - Two-family Residential
  - R-4-7,500 - Multifamily Residential
  - PC - Planned Community

- **Employment –**
  - CC - Central Commercial
  - GC - General commercial - Central
  - GCE - General Commercial - Edge
  - SC - Planned Shopping Center
  - PO - Professional Office

- **Industrial –**
  - PI - Planned Industrial
  - I - Industrial

- **Commercial –**
  - CC - Central Commercial
  - GC - General commercial - Central
  - GCE - General Commercial - Edge
  - DC - Downtown Commercial
  - SC - Planned Shopping Center

- **Manicured Open Space / Natural Open Space –**
  - SP - Shoreline Preservation
  - M - Marina
  - PF - Public Facilities

- **Civic –**
  - PF - Public Facilities

- **Residential Overlay – (Similar in product context as Attached Residential)**
  - R-2-7,500 - Two-family Residential
  - R-4-7,500 - Multifamily Residential
  - PC - Planned Community
  - PR - Planned Residential

Development Focus Area Designations

- **Office –**
  - PO - Professional Office

- **Retail –** (See Commercial above)

- **Civic Core –** (See Civic above)

- **Open Space –** (See Manicured Open Space / Natural Open Space above)

- **Commercial –** (See Commercial above)

- **Entertainment and Dining –** (See Commercial above)

- **Mixed Use –**
  - PC - Planned Community
  - TOD - Transit-Oriented Development

- **Neighborhood Commercial –**
  - CC - Central Commercial
  - GC - General commercial - Central

- **Residential –** (See Detached / Attached Residential above)

- **Manufacturing –** (See Industrial above)

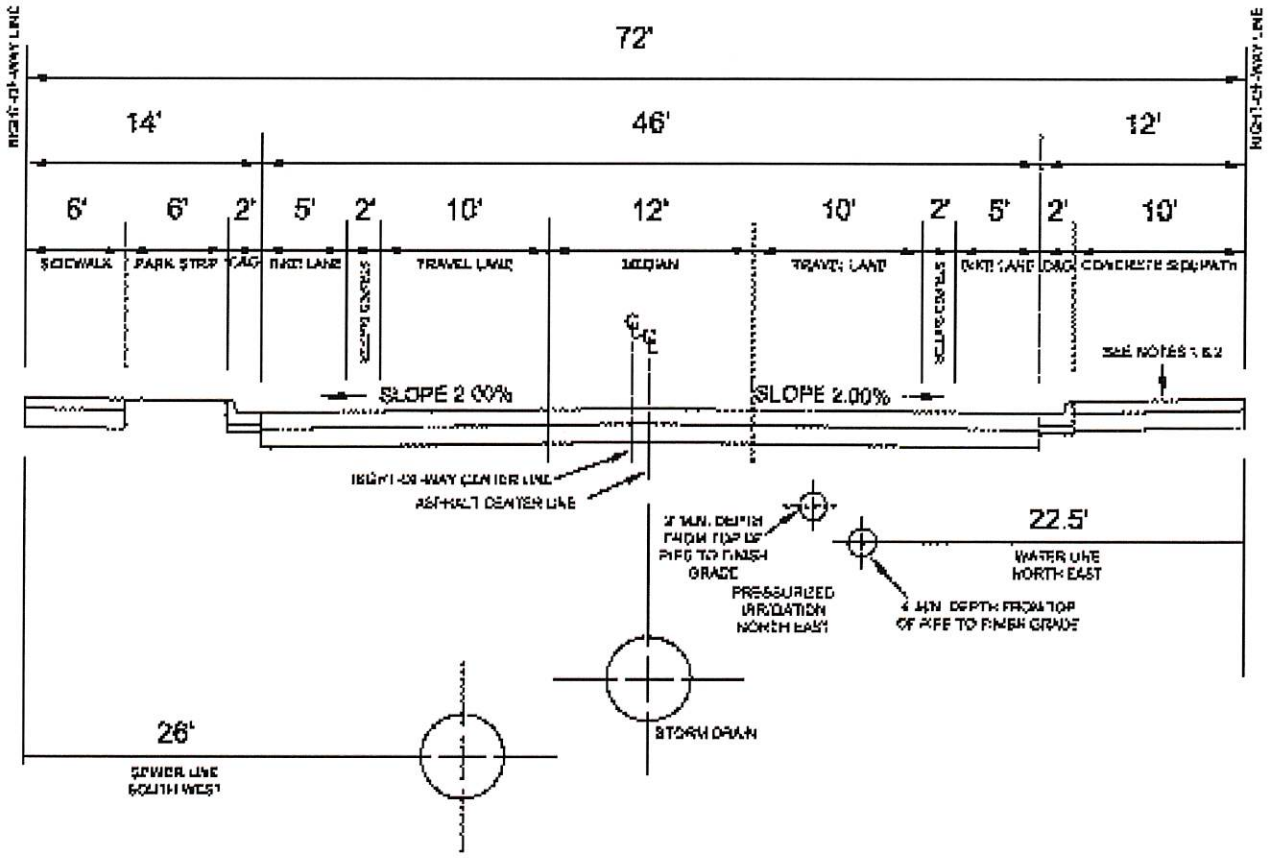
- **Hospitality –**
  - PC - Planned Community
  - GC - General Commercial

- **Recreation –** (See Manicured Open Space / Natural Open Space above)

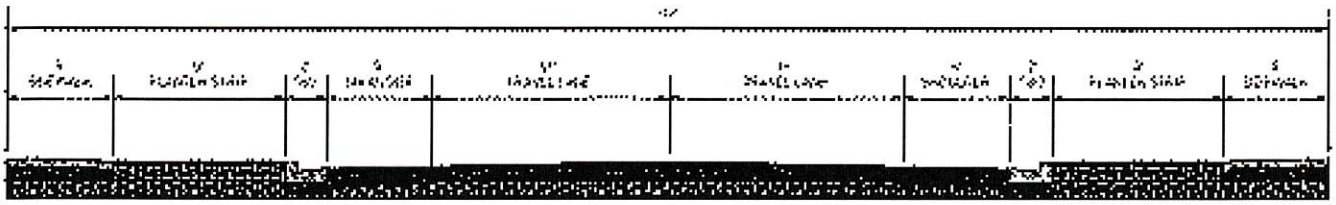
General Note:

TRANSPORTATION SECTION DIAGRAMS

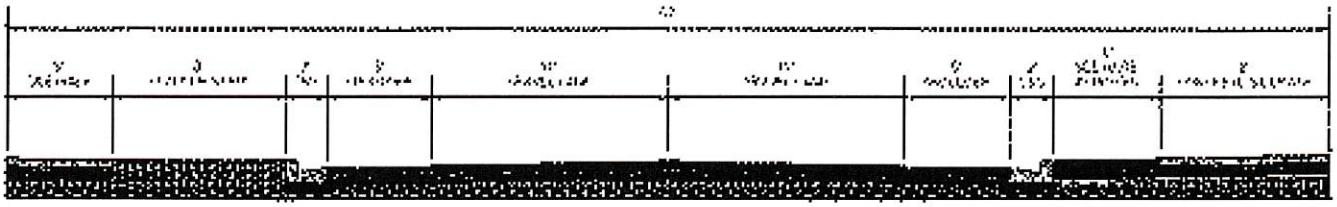




MINOR COLLECTOR CROSS-SECTION WITH SIDEPATH, MEDIAN, AND BIKE LANES



LOCAL STREET CROSS-SECTION



LOCAL STREET CROSS-SECTION WITH 8' CONCRETE SIDEPATH

TOD - CORE COLLECTOR AND NEIGHBORHOOD COLLECTOR

https://s3-us-west-2.amazonaws.com/municipalcodeonline.com-new/americanfork/ADC/files/ordinance/1716322366_2024-04-17%20-%20Cross%20Sections%20in%20the%20TOD.pdf

200 South Proposed Cross Section

Northern Utah County is poised for extremely rapid growth. However, American Fork is fairly well established and most of the growth will be seen in areas like Saratoga Springs and Eagle Mountain.

Figure 2: Regional Population Growth Projections by Area

Source: Wasatch Front Regional Council, TAZ Projections, 2025

Table 1 – Population Growth Projections

	Year	American Fork	Draper	Eagle Mountain	Orem	Saratoga Springs	Lehi
Historical Population Estimates (Decennial Census)	2010	26,263	42,274	21,415	88,328	17,781	47,407
	2020	33,337	51,017	43,623	98,129	37,696	75,907
Projected Population	2030	42,190	60,405	66,461	106,963	74,486	97,160
(WFRC Projections)	2040	45,274	72,730	99,869	107,931	109,479	105,323
Growth, 2020 - 2040		**11,937**	**21,713**	**56,246**	**9,802**	**71,783**	**29,416**

Source: U.S. Census Bureau, Decennial Census 2010, 2020; Wasatch Front Regional Council, 2024

Within the City itself the most rapid growth is projected to occur near the transit center and along the southern border of the City. Some increased densities are projected for the areas just south of North Gateway.

Figure 3: American Fork Population Growth Projections By Area

Source: Wasatch Front Regional Council, TAZ Projections, 2025

The median age in American Fork is slightly older than in surrounding cities while the median household income is somewhat lower.

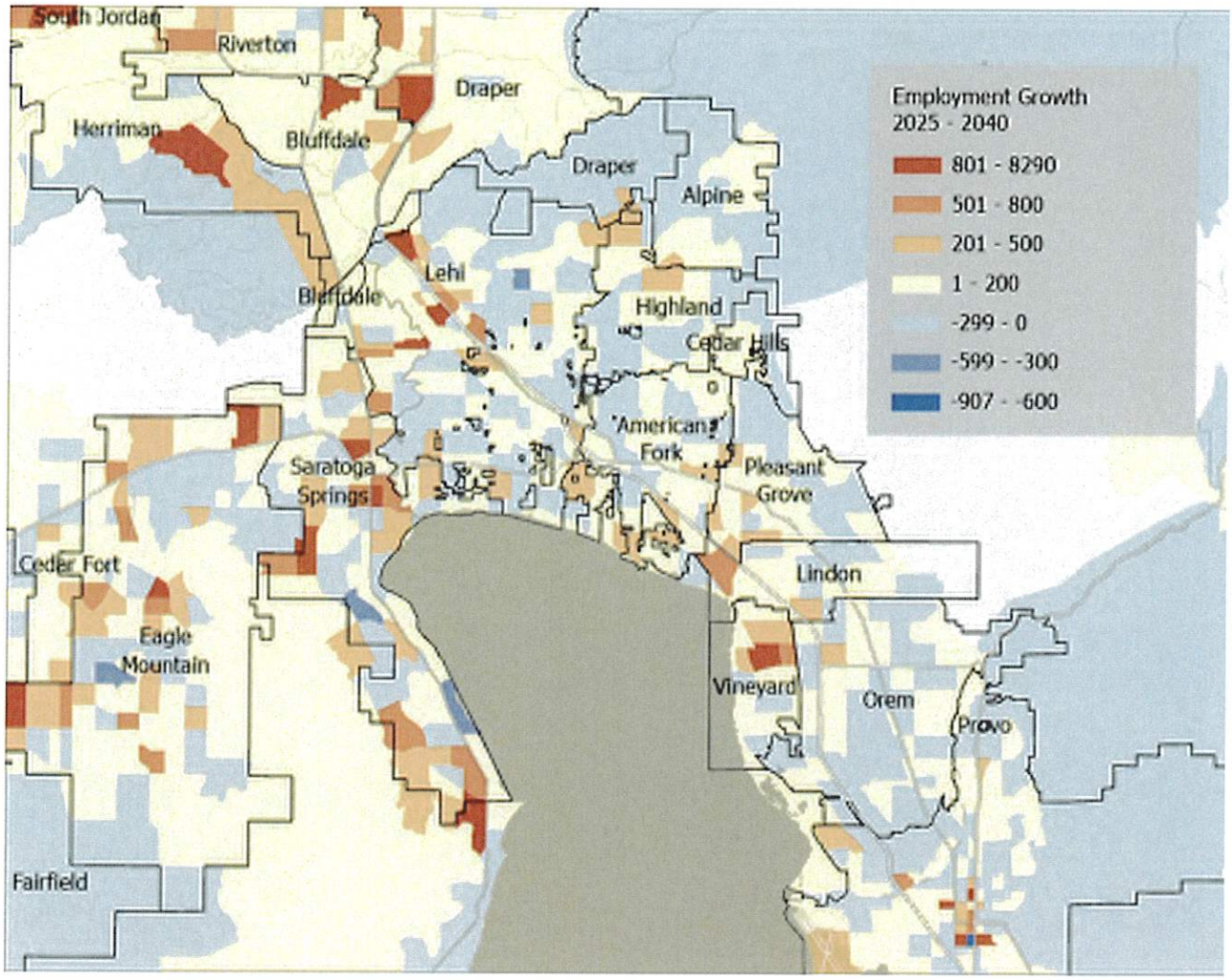
Table 2: Comparative Household Characteristics

	Saratoga Springs	*American Fork*	*Eagle Mountain*	*Herriman*	*Lehi*
Population	40,391	33,986	46,109	55,301	77,110
Median Age	22.4	28.0	21.9	28.4	26.6
Median Household Income	$117,005	$90,490	$100,837	$115,198	$117,243
Average Household Size	4.16	3.27	4.23	3.44	3.62
Bachelor's Degree or Higher (Age 25+)	49.5%	40.9%	36.5%	40.2%	48.4%

Source: U.S. Census Bureau ACS 5 Year Projections, 2018 – 2022

Employment growth is projected to be less rapid in American Fork than in Vineyard and areas to the west.

Figure 4: Regional Employment Growth Projections



Source: Wasatch Front Regional Council, TAZ Projections, 2025

Within the City, the greatest employment growth is projected to occur with the Transit Center, Recreation Center and Employment Center.

Figure 5: Regional Employment Growth Projections

Source: Wasatch Front Regional Council, TAZ Projections, 2025

As the table below shows, overall, American Fork has a net positive influx of workers although many workers leave the City to work elsewhere.

Table 3: Commuter Patterns by City & Commuter Type

	People who work in American Fork		*Where American Fork Residents Work*		*Influx/Outflow*	
Salt Lake City	0	0.00%	906	10.71%	(906)	10.71%
Lindon	0	0.00%	600	7.09%	(600)	7.09%
American Fork	1,847	16.45%	1,849	21.86%	(2)	5.41%
Provo	1,329	11.84%	1,334	15.77%	(5)	3.93%
Sandy	0	0.00%	260	3.07%	(260)	3.07%
Lehi	1,972	17.57%	1,433	16.94%	539	0.62%
Spanish Fork	477	4.25%	0	0.00%	477	4.25%
Pleasant Grove	1,465	13.05%	629	7.44%	836	5.61%

	People who work in American Fork		*Where American Fork Residents Work*		*Influx/Outflow*	
Orem	2,634	23.47%	1,446	17.10%	1,188	6.37%
Saratoga Springs	715	6.37%	0	0.00%	715	6.37%
Eagle Mountain	786	7.00%	0	0.00%	786	7.00%

Source: Wasatch Front Regional Council, Wasatch Front Commuter Patterns, 2019

American Fork experiences the largest gain in workers from Orem, closely followed by Saratoga Springs and Eagle Mountain, suggesting a greater amount of competitive employment opportunities comparatively. The interchange between Lehi is slightly positive, with both cities contributing greatly to each other's worker pools (17.57% of Lehi residents commuting to American Fork, and 16.94% of American Fork residents commuting to Lehi). American Fork experiences a net loss or overall outflow of workers to Salt Lake City (-10.71%) followed by Lindon and Sandy.

Figure 6: Commuter Patterns by City & Commuter Type

Where American Fork Residents Work

Where People Who Work in American Fork Live

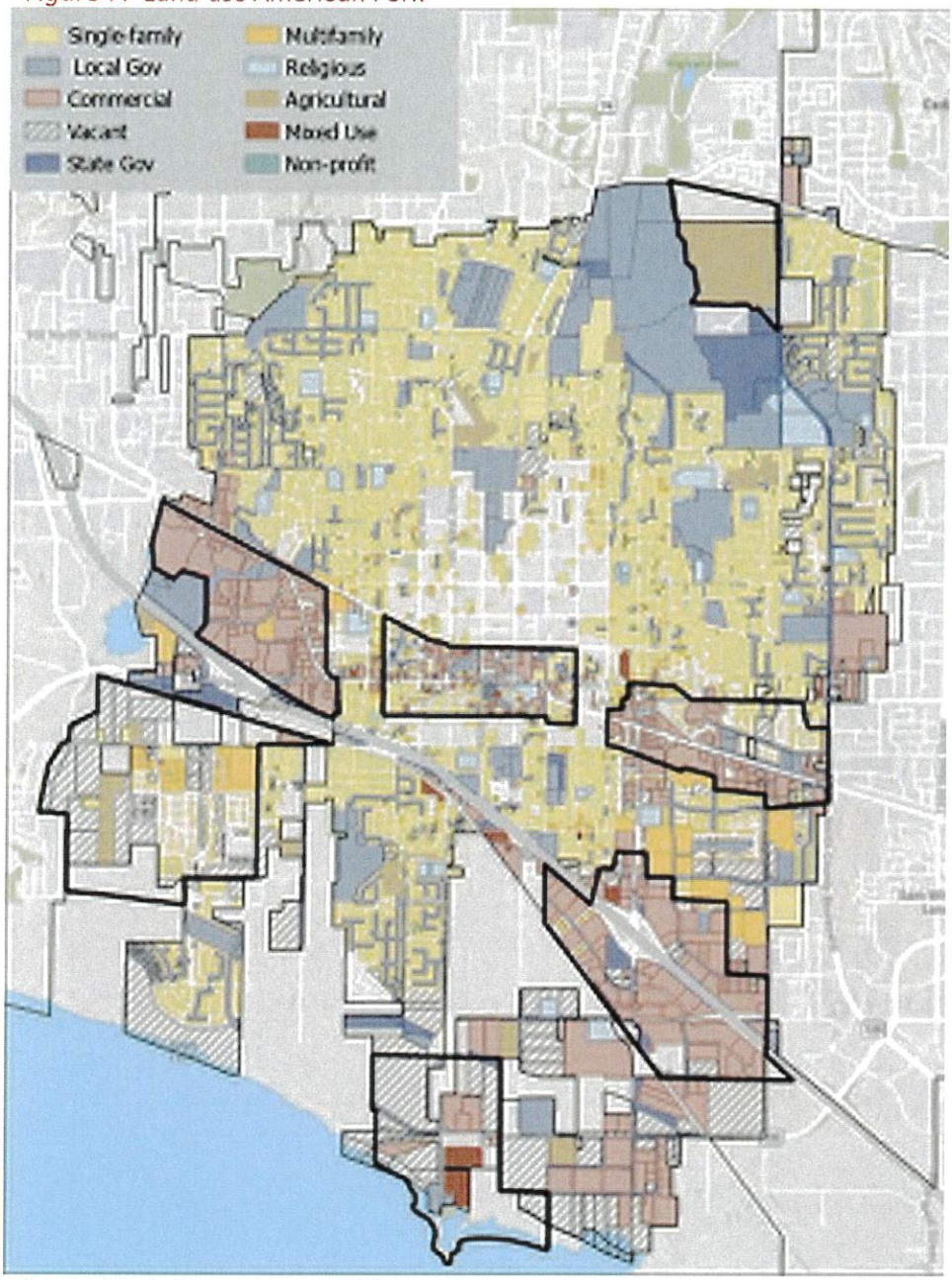
Source: Wasatch Front Regional Council, Wasatch Front Commuter Patterns, 2019

Those who commute to work in American Fork are most heavily located in southern or nearby neighboring cities.

LAND USE ANALYSIS

Land Use is primarily residential in American Fork. However, there is a fair amount of vacant and agricultural land remaining. The City also has significant commercial development and is viewed as a regional retail destination.

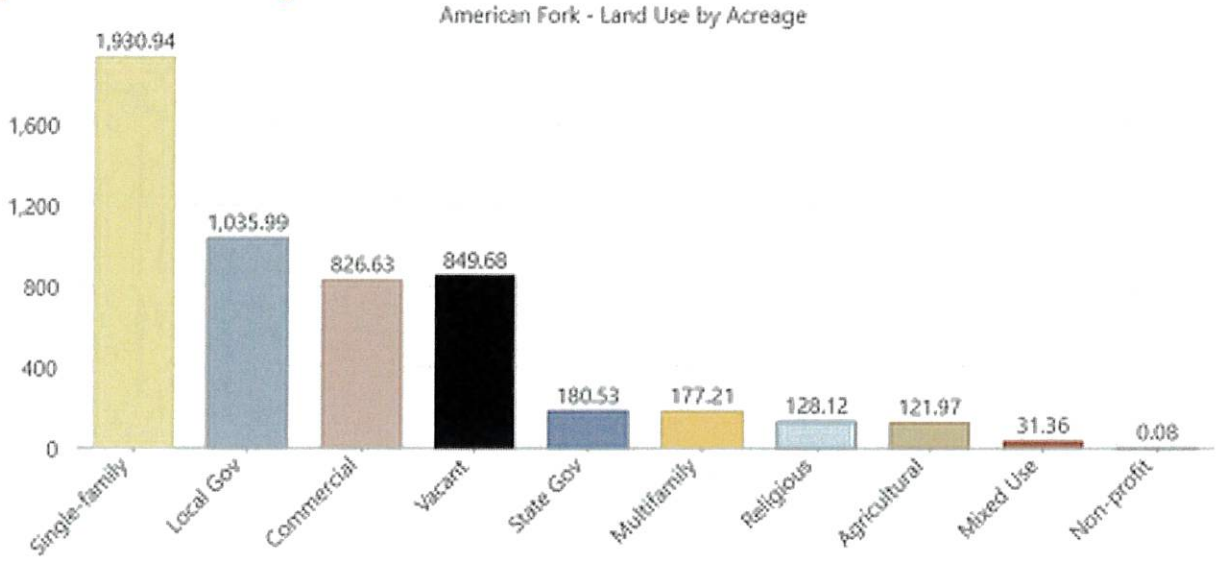
Figure 7: Land use American Fork



Source: Utah County Assessor 2024

Vacant land is primarily located in the southern portion of the City as well as at the northern gateway. The largest land use in the City is single-family residential, followed by government and commercial uses.

Figure 8: Land use Acreage American Fork



Source: Utah County Assessor 2024

SALES ANALYSIS

American Fork is the clear regional retail leader in Utah County. Areas of greatest strength include motor vehicles, health stores, sporting goods and general merchandise.

Table 4: Regional Sales Tax Capture Rates

Category	*American Fork*	*Draper*	*Eagle Mountain*	*Orem*	*Saratoga Springs*	*Lehi*
Motor Vehicle and Parts Dealers	427%	345%	3%	150%	12%	76%
Furniture and Home Furnishings Stores	125%	1,211%	5%	239%	7%	35%
Electronics and Appliance Stores	184%	305%	11%	134%	25%	106%
Building Material and Garden Equipment and Supplies Dealers	166%	65%	7%	128%	36%	48%
Food and Beverage Stores	39%	172%	44%	141%	97%	88%
Health and Personal Care Stores	264%	237%	14%	174%	83%	48%
Gasoline Stations	81%	93%	58%	70%	36%	77%
Clothing and Clothing Accessories Stores	156%	129%	18%	203%	45%	182%
Sporting Goods, Hobby, Book, and Music Stores	236%	90%	11%	205%	77%	117%
General Merchandise Stores	184%	42%	6%	173%	232%	94%
Miscellaneous Store Retailers	145%	158%	13%	121%	29%	39%

Category	*American Fork*	*Draper*	*Eagle Mountain*	*Orem*	*Saratoga Springs*	*Lehi*
Nonstore Retailers	129%	126%	92%	94%	91%	132%
Arts, Entertainment, and Recreation	66%	88%	1%	70%	66%	48%
Accommodation	11%	53%	1%	28%	2%	47%
Food Services and Drinking Places	160%	136%	20%	127%	90%	96%
Other Services- Except Public Administration	279%	103%	35%	119%	53%	65%
Total	184%	170%	24%	134%	79%	86%

Source: Utah State Sales Tax Commission

While American Fork remains a strong regional retail center, some surrounding cities are outpacing American Fork in terms of absolute dollar sales growth.

Table 5: Comparison With Selected Cities Sales Tax Change

City Name	***2019 Sales***	***2023 Sales***	***Absolute Change***	***Percent Change***
American Fork	$1,248,325,145	$1,817,272,137	$568,946,992	46%
Draper	$1,789,707,004	$2,582,029,041	$792,322,037	44%
Eagle Mountain	$230,655,451	$503,990,309	$273,334,858	119%
Orem	$2,647,149,955	$3,637,121,770	$989,971,815	37%
Saratoga Springs	$365,494,797	$965,583,573	$600,088,776	164%
Lehi	$1,440,714,424	$2,243,827,684	$803,113,260	56%

Source: Utah State Sales Tax Commission

East Main Redevelopment Area

Expected Expiration: 2025
Acreage: 26.27

Figure 31: East Main RDA Parcels

Source: City of American Fork, 2022

Development in the Project Area has consisted of the construction of several commercial and industrial establishments, including several fast-food restaurants and retail stores. Recent improvements also include the rebuilding of 300 East and Main Street throughout the Project Area. The Main Street/State Street intersection at 300 East was relocated to improve traffic flow through the project area. A signal light was also constructed at 300 East Main. A Swig Drive Thru was constructed in the existing Fresh Market parking lot, which was recently changed to Macey's Grocery. Gourmandise restaurant recently opened in the project area, replacing a former Burger King.

North Valley Redevelopment Area

Expected Expiration: 2026
Acreage: 99.23

Figure 32 : North Valley RDA Parcels

Source: City of American Fork, 2022

The North Valley RDA Project Area was created with the intent of incentivizing commercial and industrial development in American Fork City. The project area does not contain any residential units and development projects have included various infrastructure improvements as well as the construction of several commercial and industrial establishments, including several fast-food restaurants and retail stores. Growth within the Project Area has also had a positive impact on development in the surrounding areas. Development in recent years in the areas adjacent to the Project Area include DOMO, Built Bars, Thermoworks (industrial), Harrington Hollow Subdivision (residential), and Sporkland (commercial office space). In addition, recent construction just north of the Project Area is the Easton Park apartment and townhome development which includes 335 units and a 7-acre park.

Egg Farm Economic Development Area

Expected Expiration: 2028
Acreage: 91.31

Figure 33 : Egg Farm EDA Parcels

Source: City of American Fork, 2022

The Egg Farm EDA Project Area was created with the intent of incentivizing commercial development in American Fork City. The project area does not contain any residential units and none of the area is made up of residential development. The financing of infrastructure improvements has spurred the development of the North Pointe Business Park, which has housed some of the first high-tech businesses in northern Utah County. This development has served as a magnet for other high-tech companies in the valley. Several office warehouse buildings have been constructed, including spaces equivalent to 200,000 and 100,000 square feet.

Patriot Station Community Reinvestment Area

Expected Expiration: 2045
Acreage: 435

Figure 34: Patriot Station CRA Parcels

Source: City of American Fork, 2022

The majority of tax increment (74.3%) will be used to facilitate the creation of a true TOD, meaning higher density and a "live, work, and play" environment for residents, employees and patrons. During fiscal year 2023, a code change was approved to require a minimum of 55 residential units per acre for new development in the Transit Core Mixed-Use Core. This will impact density and revenue from property tax for new development in the project area.

Housing and Transit Reinvestment Zones (HTRZs) and Transit Reinvestment Zones (TRZs)

Creation of a HTRZ at the Transit Center node is not likely because it would overlay with the recently created Patriot Station CRA. HTRZ requirements include a density of at least 50 residential units per acre on 51% of the HTRZ area. And, at least 12% of the residential units would need to be affordable (9% at 80% of AMI and 3% at 60% of AMI). If created, the RDA would receive 80% of the increment for a maximum of 25 years per parcel to use for projects that would benefit the Transit Center.

Table 6: HTRZ Requirements

	Commuter Rail	Light Rail, BRT	BRT
% affordable housing required on developable acres	12%*	12%*	12%*
% affordable housing at 80% of AMI	9%	9%	9%
% affordable housing at 60% of AMI	3%	3%	3%
Residential % of developable land	51%	51%	51%
# DUs per acre	>=50	>=50	>=39
Mixeduse development required	Yes	Yes	Yes
Reasonable % of DUs >1 bdrm required	Yes	Yes	Yes
Radius from station	<=1/3 mile**	<=1/4 mile**and***	<=1/4 mile
Minimum acres	10	10	10
Maximum acres (noncontiguous)****	125	100	100
Property tax Increment capture	80%, 25 yrs max per parcel, 45yr period	80%, 15 yrs max per parcel, 30yr period	60%, 15 yrs max per parcel, 30yr period
Sales tax increment capture	15% to TTIF	15% to TTIF	15% to TTIF

*No affordable housing requirement if municipality or public transit county meets HUD requirements of < 60% AMI

**For a city of the 1 st class with a population >150,000, in a county of the 1 st class, with commuter or light rail station located in an opportunity zone, radius can extend to ½ mile

***Radius extends to ½-mile in a master-planned development of >500 acres

****Exceptions apply for two light rail stations located within a city of the third class if the two light rail stations are within a 0.95-mile distance on the same light rail line, then a single HTRZ can encompass both stations, not more than ¼ mile from the stations or rail line, and still not to exceed 100 acres.

Source: Wasatch Front Regional Council and ZPFI Joint White Paper

Special Assessment Area (SAA)

Special Assessment Areas ("SAAs") are a financing mechanism that allows governmental entities to designate a specific area for the purpose of financing the costs of improvements, operation and maintenance, or economic promotion activities that benefit property within the area. Entities can then levy a special assessment, on parity with a tax lien, to pay for those improvements or ongoing maintenance. The special assessment can be pledged to retire bonds, known as Special Assessment Bonds, if issued to finance construction of a project. Utah Code §11-42 deals with the requirements of special assessment areas.

The underlying rationale of an SAA is that only those property owners who benefit from the public improvements and ongoing maintenance of the properties will be assessed for the associated costs as opposed to other financing structures in which all City residents pay either through property taxes or increased service fees. With multiple property owners, it may be difficult to gain support for establishing a SAA but SAAs have been successfully established in downtowns in order to improve the appearance of downtowns, add street lighting, improve sidewalks and signage, etc.

While not subject to a bond election as is required for the issuance of General Obligation bonds, SAAs may not be created if 40 percent or more of those liable for the assessment payment[1] protest its creation. Despite this legal threshold, most local government governing bodies are unwilling to create an SAA if 10-20 percent of property owners oppose the SAA.

Once created, a SAA's ability to levy an assessment has similar collection priority / legal standing as a property tax assessment. However, since it is not a property tax, any financing secured by that levy would likely be done at higher interest rates than general obligation, sales tax revenue or utility revenue bonds. Interest rates will depend on a number of factors including the ratio of the market value to the assessment bond amount, the diversity of property ownership and the perceived willingness and ability of property owners to make the assessment payments as they come due. All improvements financed via a SAA must be owned by the City and the repayment period cannot exceed twenty (20) years.

Public Infrastructure District (PID)

A public infrastructure district (PID) can be created with the consent of all property owners within a given area to fund capital infrastructure within the district. Once established, a tax rate of up to 15 mills can be levied on property within the PID. In practice, cities in Utah who have used the PID mechanism have opted for much lower tax levies.

With a revenue stream established, bonds can be issued at a cost much lower than other development financing. Plus, the issued bonds are not recorded on the City's books. In some cases, tax increment is used to make the debt payments and it is not necessary to enact any tax rate within the PID.

Concerns have been voiced about the relative competitiveness of sites with PIDs in comparison to other nearby sites that do not have the added debt obligations. If a PID is created, it is important to identify the added amenities and enhancements provided in the PID area.

Given the amount of vacant land in the North Gateway and Recreation Center districts, these nodes would be the most likely candidates to create a PID for needed infrastructure.

Opportunity Zones

There is one opportunity zone in the City which partially overlaps Downtown and East Gateway. A portion of the study area is in an opportunity zone. While the initial 5 and 7-year opportunities have expired, the most significant benefit remains if projects are constructed before 2027. In this case, if properties are held for a period of 10 years, there are no capital gains on the appreciation of the investment.

[1] Based on the method of assessment selected, i.e. acreage, front footage, per lot, etc.

Figure 35: Opportunity Zone in American Fork

Source: Wasatch Front Regional Council

Fees

Impact Fees

Impact fees are one-time fees charged to new development to offset the capital costs associated with new development. They are one source of funding for new capital improvements to maintain service levels and expand capacity for new growth as it occurs. The City currently charges impact fees but may need to update its Impact Fee Facilities Plans (IFFPs) to include any new infrastructure needs identified in this General Plan. Impact fees can only be charged for and spent on the projects identified in the respective IFFPs for the public facilities listed in Utah Code 11-36a-102(17).

Advantages: New development pays its own way – proportionate share of capital costs
Could be a long-term repayment source for other funding mechanisms

Disadvantages: Receipt of impact fees takes place over many years and is not guaranteed
Fees can only be charged and used for *system* and not *project* improvements

If impact fees are used for infrastructure improvements, bonding would likely need to be utilized to pay for the infrastructure needs upfront, with impact fees as the repayment source for a likely sales tax bond.

Transportation Utility Fees

Transportation utility fees (TUFs) can be collected if part of a separate utility fund for the maintenance of roads. However, the City needs to be very careful that any fees collected are not viewed as a backdoor tax rather than a fee and that a separate utility fund is established. These fees cannot be used for capital costs

(which is seen as improving the system and therefore a tax, rather than maintaining the system), but the revenues could provide some relief for City funds currently used to maintain roads, thereby freeing up more resources for capital costs.

If road fees were to be enacted by the City Council, at a rate of at least $5 per month, which would have to be backed up by a thorough analysis, the residential units in the City (approximately 10,780 units)[2] would produce revenues of approximately $53,900 per month, or about $647,000 annually. In addition, nonresidential development would pay this fee, generally based on ITE traffic generation, with revenues dependent on the number of businesses and the fee charged to those businesses.[3]

User Fees

It is good practice to regularly review fees charged for building permits, business licenses, rentals, recreation programs, etc. to ensure that costs are being covered.[4] If costs are not covered, then General Fund monies are being diverted to uses which could legitimately be covered by fees, thereby reducing funds available for other purposes.

Grants

Utah Department of Environmental Quality (DEQ)

The Utah Department of Environmental Quality - Utah Division of Water Quality's (DWQ) Clean Water State Revolving Fund Loan Program (SRF) receives, on average, a combined $9 million a year from State and Federal funding and an additional $15 million in funding each year from loan repayments. This money is used to fund water quality and wastewater infrastructure projects in Utah through grants and loans to municipalities in Utah.

In addition, DEQ provides funding from available petroleum brownfields grant funds to persons interested in having their property assessed for environmental contamination.

Community Development Block Grant Funds (CDBG)

These funds can be used to accomplish City goals that are intended to benefit primarily low and moderateincome families.

Utah Office of Outdoor Recreation

The Utah Office of Outdoor Recreation has several different grant programs, a few of which are listed below.

> Utah Outdoor Recreation Grant (UORG)is for new outdoor recreation infrastructure projects which helps communities build recreation amenities that support local economic development. Within the UORG program are the UORG Tier 1 ($15,001-$200,000), Regional Asset Tier (Up to $750,000), Mini-Grant (Up to $15,000), and the Utah Outdoor Classroom Grant (Up to $15,000).

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[2] American Community Survey, 2023 ACS 5-Year estimates.

[3] The fee per business is usually dependent on an average ratio of trips made by various business types as reflected in sources such as the Institute of Transportation Engineers (ITE) Manual.

[4] In some cases, such as for youth and senior programs, many cities have the policy of subsidizing some of the costs.

Land and Water Conservation Fund (LWCF) is a federally-funded program established to assist government agencies with the creation of high-quality, public outdoor recreation facilities. LWCF grants have been used to construct golf courses, swimming pools, and parks.

Recreation Restoration Infrastructure Grant (RRI) funds the restoration or rehabilitation of existing and developed recreation areas and trails so the public can safely access them. The RRI grant funds from $5,000 to $150,000.

Other grants are available for restoration of high-use and high-priority trails, boating access and motorized recreation.

Safe Streets and Roads for All

The United States Department of Transportation has planning and implementation grants available to promote safer transportation routes.

Recreation, Arts and Parks Tax (RAP Tax)

This tax has already been enacted to the full 0.10 percent in Utah County. American Fork could apply for these funds for various projects focused on recreation/parks/open space, but obtaining this funding is generally highly competitive.

FHWA – National Recreational Trails Funding Program

The National Recreational Trails Funding Program, also known as the Recreational Trails Program (RTP), is a grant program that helps fund the construction, maintenance, and restoration of recreational trails and trail-related facilities. The program is overseen by the U.S. Department of Transportation's Federal Highway Administration (FHWA) and is funded by gas taxes paid by off-road vehicles.

Rails to Trails Conservancy

This group is focused on connecting and maximizing the potential of the 41,000+ miles of multiuse trails that stretch from coast to coast. This group believes that when trails are connected, their use goes up significantly. Today, this group has more than 150 trail networks in development nationwide. Funding for this program comes largely from the Bipartisan Infrastructure Law (BIL) passed by Congress in 2021.

United States Department of Transportation

Federal grants are issued through the United States Department of Transportation (USDOT). A dashboard is provided at https://www.transportation.gov/grants/dashboard that allows the user to match needs with available grants.

People for Bikes Industry Community Grant Program

The PeopleForBikes Industry Community Grant Program provides funding for projects that make bicycling better in communities across the U.S. Since 1999, PeopleForBikes has awarded more than 400 grants to nonprofit organizations and local governments in all 50 states, the District of Columbia and Puerto Rico. Their investments total more than $3.5 million and have leveraged $775 million in public and private funding for bike-related projects nationwide.

Bipartisan Infrastructure Law (BIL)

The Bipartisan Infrastructure Law consists of nearly 400 funding opportunities. Visit https://localinfra-structure.org/funding-opportunities/ and type in the type of infrastructure needs to see available funding sources. These funding sources are currently being reviewed and are subject to change.

State Revolving Loan Fund

The State Revolving Loan Fund helps cities with unique circumstances which make traditional bonding difficult. These loans can be very low interest rates or partial grants and are most often used for water and sewer projects.

Property Leases

If the City owns property not being used by the City, it has options to either: 1) sell the property and thereby raise revenue for infrastructure needs; 2) ground lease its property to developers who build vertically; or 3) lease the buildings it owns directly to tenants.

Housing

Low Income Housing Tax Credits (LIHTC)

Last year, the federal LIHTC program gave State and local LIHTC-allocating agencies the equivalent of approximately $10 billion in annual budget authority to issue tax credits for the acquisition, rehabilitation, or new construction of rental housing targeted to lower-income households. This is an attractive tool to many developers that lowers their overall costs of developing affordable housing.

Home Ownership Promotion Zones (HOPZ)

HOPZs were enacted by the Utah Legislature in its 2024 session in SB168. The basic requirements for a HOPZ are as follows:

- Can be established directly by a municipality;
- Must be 10 acres or less;
- Must be zoned for at least 6 units per acre;
- 60 percent of the housing units must be affordable (less than 80 percent of the median county home price);
- Housing must be deed-restricted for at least five years; and
- And more provisions are in the bill.

If created, the municipality can receive 60 percent of the tax increment for 15 years.

First Home Investment Zones (FHIZ)

SB268, passed by the Utah Legislature in 2024 and revised in 2025 (SB23) allows cities to use tax increment to create a town center, with owner-occupied units, in areas not covered by HTRZs. There must be a minimum of ten developable acres and a maximum of 100 developable acres in a FHIZ. The approval process is similar to that of HTRZs, with HTRZ committee approval required. In the case of American Fork, a FHIZ could only be created in an area not already covered by a CRA or HTRZ.

There is a per-acre minimum residential density requirement of 30 units per acre, and 51 percent of the developable acres in the FHIZ zone must be residential development with at least 50 percent of the homes owner-occupied. However, there are allowances for extraterritorial homes in meeting the FHIZ standards.

There is also a requirement that at least 25 percent of homes within the first home investment zone remain owner occupied for at least 25 years from the date of original purchase; and that at least 12 percent of the homes that are owner occupied and 12 percent of the homes that are not owner occupied are affordable. There must be 20 percent affordable homes in any extraterritorial areas.

At least 12 percent of homes inside the FHIZ zone, and at least 20 percent of homes outside the zone must be affordable. Owner-occupied homes are defined to be affordable at 80 percent of the county median home price (or zip code median home price in some circumstances); rental homes are affordable at 80 percent AMI.

Public Engagement Feedback

American Fork Public Engagement Synopsis

Significant outreach has been completed for this project in order to better understand the needs of the community. The project team held stakeholder interviews as well as ran a booth to at the American Fork Steel Days event. Several visual preference boards were set up to allow residents and other stakeholders to give feedback and vote on what amenities they would like to see in the city. These boards listed the following amenities (votes in favor of are in parentheses), as well as section for general comments where citizens could leave their own comments and feedback.

Land Uses

- Single Family Homes (187)
- Family Entertainment (120)
- Restaurants (86)
- Civic Uses (Library, Museum, etc) (78)
- Grocery / Neighborhood Commercial (49)
- Boutique Retail Spaces (42)
- Mixed-Use Developments (32)
- Twin Homes (27)
- Startup / Business Incubators (22)
- Apartments (21)
- Townhomes (20)
- Medical Clinics / Offices (15)
- Fourplex (14)
- Garden Courts (9)
- Office Park (9)
- Professional Offices (Dental, Tax, etc) (6)

Transportation

- City-Wide Trail Network (101)
- Multi-Use Trails (88)
- Protected Bike Lanes (75)
- Roundabout / Traffic Circles (59)
- Bike & Scooter Share (59)
- Bike-Safe Roundabouts (56)
- Shared Parking (47)
- Traffic Calming Features (44)
- Enhanced Public Transit (44)
- Buffered Bike Lanes (42)
- Bike / Scooter Parking (40)
- On-Street Parking (37)
- Bike / Pedestrian Priority Intersections (34)
- Public EV Charging Stations (33)
- Bus Rapid Transit (BRT) (31)
- Mid Block Crossings / Raised Crosswalks (27)

Downtown Urban Design & Streetscape

- Outdoor Dining (84)
- Decorative Street Lighting (74)
- Street Trees / Planters (71)
- Historic Walking Tour (63)
- Traditional Style (52)
- Urban Town Center (51)
- Street Furniture / Seating (49)
- Uniform Streetscape (48)
- Public Art (46)
- Quality Mix of Styles (43)
- Plaza (40)

- Decorative Light Fixtures (38)
- Modern Style (27)
- Themed Signage (26)
- Wayfinding Signage (15)
- New Urbanist Style (14)

Open Space, Recreation, & Entertainment

- Updated Rec Center (187)
- Farmers Market (154)
- Splash Pad / Pool (139)
- Trails (104)
- Indoor / Outdoor Event Center (102)
- Pump / Cycle Track (92)
- Sports Courts (Tennis / Pickleball) (89)
- Nature Playground (87)
- Dog Park (81)
- Native Wetland Access (77)
- Hammock Park (74)
- Playground (69)
- Outdoor Games (63)
- Green Space / Pocket Park (56)
- Community Garden (51)
- Trails Wayfinding Signs (39)

General Comments

- No need for roundabout on 700 North corner. No eminent domain. (2)
- Connect all sidewalks (6)
- Less money on parks and rec (1)
- No city funded internet - let private businesses do the job (4)
- Better connections to the frontRunner station (6)
- Improve the roads. 610 East! Potholes are bad! (1)
- 300 N / 600 E needs a roundabout to reduce crashes. Others on 300 N would benefit too. (1)
- Need fiber internet (16)
- Tiny home development or zoning for building small homes (4)
- Less townhomes, less apartments (2)
- Walking/shopping blocked off or brick street (1)
- Need more stuff on Main Street - Restaurants, etc. (1)
- Safer for bikers and drivers (1)
- No "left turn yield" in big intersections. Green arrow only! (1)
- No more roundabouts (2)
- Need more shade in parks. No one uses them because its too hot (1)
- Need an all abilities playground in AF! Offer classes fro special needs too. Need swings for the special needs. (2)
- Dog waste disposal stations along the trails and parks. (1)
- Rec center with high jump and gymnastics (1)
- Trim trees on trails (1)
- Bicycle paths (1)
- Restore springs and American Fork river to natural flows and provide naturalized landscape (1)
- VLO Solutions pump tracks - pump track builders - Get one in the city! (1)
- Smaller single-family starter homes (2)
- Older playground (like the old discovery park) before they ruined it. A park for all ages (1)
- more trees (3)
- UTA stops on 100 E (1)
- Less trash housing we lost out beautiful

mountain view (2)

- When is 700 N going to connect to 100 E by the cemetery (7)

We have also synthesized the comments and feedback given during our interviews with council members, city staff, and other relevant stakeholders.

When stakeholders were asked what their top 3 priorities for the general plan update, they responded:

- Transportation: There are frequent complaints about transportation issues.
- Open Space and Parks: The quality of open spaces and parks is considered important.
- Housing and Zoning: Mixed-types of housing and zoning support the hometown feel and cater to a range of life stages.
- Lifestyle: There's a desire for a live-work-play lifestyle, with access to recreation and transit.
- Public Facilities: The public works complex needs a redesign, and city facilities need improvement. There's a question about whether changes or updates are needed before the property is gone.
- Strategic Growth: The city should guide and manage strategic growth, looking to the future.
- Quality of Life and Trail Systems: There's a desire to connect quality of life to trail systems and to protect the corridors now.
- City Build Out: Reflect and seek build out of the entire city, considering the total population.
- Residential Preferences: Residents are growing tired of high-density living and are not looking for rezoning.
- Commercial Spaces: There's a need to guard commercial spaces and be patient. The downtown area factors into this.

When asked about transportation, they responded:

- Traffic Flow: There's a need for improved east-west traffic flow, especially during peak hours.
- Parking and Public Transit: More parking could have been provided in the Transit-Oriented Development (TOD). The possibility of TRAX coming down State Street was discussed.
- Street Configuration: Suggestions were made to create a good cross-section for Main Street in partnership with UDOT and to figure out Main Street configuration.
- Transportation System: The current system is under-designed and underdeveloped. A transition towards multi-modal transportation, making things more walkable, and adding a bus or transit loop was suggested.
- Crossing Points: Key locations to cross State were identified.
- Connectivity: There's a need for more accessible public transportation, a bike system, trail connectivity, and improvements in East-West connectivity throughout the city.
- Trail System: A master plan for the trail system was suggested, with a focus on making key connections.
- Harbor Connection: Connecting the harbor with transportation and trails was discussed.
- Bus Rapid Transit (BRT): The BRT project on State Street is not moving forward due to legislative decisions. If the city wants BRT, the mayor needs to get involved.
- Rail Line Issues: There's a desire to eliminate the track through Lehi, American Fork, Lindon. Union Pacific (UP) is holding the Utah Department of Transportation (UDOT) hostage because of two customers.
- Flex Lanes and Corridor Preservation: Flex lanes are being considered on Pioneer Crossing. UDOT already owns some of the adjusted alignments. Corridor preservation is a willing buyer and willing seller.

- Active Transportation: There's a proposal to do a fixed guideway over the bridge on the left, adding active transportation and transportation pieces to the bridges. Two active transportation funds were mentioned.

- Looping Shuttle Service: There's a need for a looping shuttle service, paratransit, and senior loops throughout the city.

- Commercial Space: There's a need to service people on the south side of the city, ensuring there's enough space for commercial in the SAP.

- Inter-City Relations: There's a growing impatience with what other cities expect of American Fork

When asked about land use, they responded:

- City Expansion: Support for maintaining 1/3 acre lots as the city expands east. The city is considering purchasing land around city hall.

- Zoning and Architecture: Opposition to upzoning with a desire for a cohesive element that smooths out transition zones. A cohesive vision for architecture is needed, with openness to general architecture that pays homage to the old style.

- Community Core: The community core could benefit from a rebuild, with businesses that bring people together. There's a desire for gathering spaces and stroll areas.

- Amenities: A need for a good steak house, a brew pub, and the introduction of Fiber was suggested. The Transit-Oriented Development (TOD) needs convenience stores and other amenities.

- Public Works Department: The department should stay where it is, but it would be beneficial to have the department heads in one area in the downtown complex.

- Urban Planning: The station area should be kept very modern and highly urban, while downtown should maintain a historic small town feel. Gathering spaces are needed throughout the city, not just downtown.

- Density and Growth: Density should be close to access and main corridors. There's a need for strategic growth, respecting core values, quality of life. The freeway is a dividing line, with a need for mixed housing and amenities for people in the TOD area.

- Infrastructure: City infrastructure needs a refresh. Development emphasis is on the new growth.

- Recreational Spaces: A centrally located Rec center, an all-abilities playground, a new park with a fire station, and upgraded trails at Art Dye park were suggested.

- Roadways: Support for changing the name of 500 E to American Fork Avenue, with the addition of a bike boulevard and parking on the roadway to buffer it.

- Community Character: The challenge is to keep American Fork as one community. There are water concerns, with opposition to development south of Lakeshore Drive. Areas already zoned should be a sending area for a Transfer of Development Rights (TDR) program.

- Additional Facilities: Addition of another grocery store, an upgraded fitness center, and a 30-acre park design on the south side. A fire station on the south to improve response times is a must-have improvement.

- Potential Developments: Potential for annexation of the developmental center in the north portion of the city, which is open to a mixture of housing and commercial sites, with moderate density. The location with the troubled teens area could be a potential redevelopment site.

When asked about downtown, they responded:

- Vision for Downtown: There's a vision for a walkable, enjoyable, and vibrant downtown area. Suggestions include creating draws to downtown, such as a theater, dinner, and entertainment.

- Historic Look: There's a preference for a historic look for the downtown area, with a desire for it to be purposeful and cohesive.

- Evolution of Downtown: The downtown area needs to evolve with some density, commercial spaces on the ground floor, gathering spaces, and amenities like a splash pad. A pedestrian bridge over State from old state facilities into the new development was proposed.

- Density and Accessibility: If density is on the south side, people should not need to cross 5 lanes with a bunch of groceries. A senior center opportunity in downtown was mentioned.

- Historic vs Modern: The downtown area should be more historic, while the FrontRunner area should be more modern.

- Community Hub: The city should play an active role in creating a community hub downtown. The downtown should be the main gathering spot with things that bring both sides together.

- Revitalization of Downtown: The biggest concern is the revitalization of downtown. The vision is to define the downtown area, outlining its options, opportunities, and pitfalls, and make it the heart of the future of the city.

- Downtown as a Draw: The downtown should be an area that draws people into town, especially from the high-density area. It should be a gathering place for entertainment, business, restaurants, and lodging.

- Avoiding Division: The aim is to avoid having two separate American Forks. The downtown should mix the traditional (on the ground floor) with the modern.

- Wayfinding and Branding: Wayfinding and branding should be used to define the area. The future downtown area could be from 300 E to 300 W – Pacific South to 100 S.

- City's Role: Its understood that the city needs to drive the development of downtown. Placemaking is as important as infrastructure.

- Downtown Plan: The vision for the downtown area needs to be dialed in. There's a need to connect with the survey group to get an updated downtown plan.

- Architectural Elements: Architectural elements should be classy and nice, with 360 architecture that's historical in nature. The style should be American Traditional – late 1800s, turn of the century.

- Density Restrictions: The downtown area reflects the rest of the city. There are no restrictions on density if you can park it. However, residents might get nervous with tall vertical buildings. The CC1 code outlines the architectural character, which needs to be reviewed and possibly strengthened.

Other comments:

City History and Character:

- The interviewee has lived in American Fork for most of his life and has seen the town's evolution.

- American Fork has a great history and a hometown feel that stakeholders hope to maintain as the city grows. This sense of unity and city pride is key to the community's character.

Community Amenities and Events:

- Community events like Steel Days, parks, open spaces, and amenities such as the dog park contribute to the city's appeal.

- 30 yr old rec center is outdated and needs a refresh.

- There's a cricket team (only cricket field in Utah county).

- A bike park and a splash pad are suggested additions.

Infrastructure and Public Facilities:

- The interviewee recognizes the need for taxes to support infrastructure.

- Public facilities – public works complex needs a redesign, city facilities need help.

- Police need new storage space.

- A better storm drain plan is needed. The old portion of the city needs to interface with the new. The city has to move beyond ditches for storm drains.
- Infrastructure needs to be kept ahead of development to avoid issues like what happened on Second South.
- The storm drain master plan needs to be reviewed. 80% is correct, 20% is incorrect.

Future Planning and Development:

- Incorporate expectations, wants, needs of new residents.
- Drawn up plans would be great to look at.
- The work done with the American Fork Station Area Plan was highly praised.
- There's an effort to get other mayors on board.
- A water supply section of the General Plan (GP) is needed. Connect with the survey group for this.
- The city is at compromised levels in the south by the lake. The Utah lake interface needs to be figured out.
- A defend line in the south needs to be defined. Some areas are underwater.
- A density bank, similar to a water bank, is needed. Chat with Patrick about the TDR program.

Quality of Life and Connectivity:

- Quality of life improvements are important, with the library bond as an example. The citizens are okay with decisions that enhance quality of life.
- Fiber connectivity is desired by residents. CenterCom and Strata are expected to partner for high-speed fiber connections

d. Review and recommendation on an update to the American Fork General Plan to update all sections to establish an updated vision for growth and development in the City.

Patrick O'Brien presented on the American Fork General Plan update, noting the process has been ongoing since the end of spring 2024. He described early public and stakeholder engagement that shaped an initial framework, followed by significant revisions incorporating feedback, work with MAG (which funded 85% of the project), and updates required to address a state-mandated water use element.

He recalled that the plan came before the Planning Commission for a public hearing in February, drawing around 350 attendees, and noted that nearly all public feedback focused on the land use map, since that element ties directly to zoning changes and the ongoing code rewrite; other elements, such as open space, trails, and transit connectivity, drew little to no public comment.

Following that hearing, staff took the lead on revising the plan, applying a fresh perspective informed by feedback gathered at the public hearing and through subsequent outreach, calls, and emails. Key updates included ensuring the land use map aligns with existing zoning citywide, along with adjustments to vision for two areas needing to shift to accommodate future growth: the commercial area around the boat harbor, and the city's "gateway" zones, an eastern gateway on State Street transitioning into Pleasant Grove, and a northern gateway near the Temple and Developmental Center, on land currently owned by the state. He noted that while some mixed-use concepts were considered for these areas, public feedback largely opposed adding density there.

He explained the slides presented were the same ones used at the public open house, showing the existing land use map alongside the proposed updates, noting that although colors changed due to a GIS software transition, the underlying uses remain largely consistent. He emphasized that the overall land use plan isn't changing dramatically, but is being updated to reflect current conditions, accommodate growth over the next 10 to 15 years, and bring the general plan into compliance with state requirements.

He outlined the plan's seven required elements: land use, multimodal transportation, moderate income housing (a state-mandated component), development focus areas (which ties into the upcoming polycentric city center master plan), parks and open space/trails, public facilities and water, and historic preservation, the latter reflecting a priority to preserve American Fork's historic character while still allowing continued growth and improvement.

He noted current population estimates range from about 41,000–45,000 depending on the data source, with the city's own projections, based on building permits issued since the last census, closer to 46,000. The plan is designed with a 10–20 year growth horizon in mind.

Addressing earlier parking and transit discussions, he clarified that transit service through UTA is largely outside the city's control, though the city continues to coordinate with UTA. Parking, by contrast, is being actively addressed, though primarily through zoning and the city code update rather than the general plan itself, since parking is fundamentally a zoning matter.

He closed by noting the plan has been circulated extensively, with many Commission members having participated in stakeholder sessions and the public open house and invited the Commission to proceed with questions or a decision.

Christine Anderson thanked the staff for all the work they have put into this project.

Geoff Dupaix emphasizes that land use and transportation connectivity are closely linked. He expressed a continued concern that the plan falls a bit short in providing better connectivity and interconnectivity between developments, particularly in creating a stronger grid network. He specifically felt this shortfall is more pronounced on the south side of the city and reiterated his belief that some corridors are still missing.

Christine Anderson agreed with Geoff Dupaix’s comment.

Patrick O'Brien responded that this connectivity concern has been discussed previously, and while it falls partly outside the scope of the general plan itself, the city's transportation master plan, which will be updated and attached alongside the general plan, is intended to address these issues more specifically going forward. He offered to pull up the general plan to show the current connectivity standards for those less familiar, in order to gather more targeted feedback from the Commission on how to improve connectivity moving forward.

Harold Dudley commented, as staff pulled up the general plan, that he wanted to acknowledge an earlier speaker at the public hearing who had noted being unfamiliar with the process. He reassured the speaker that their comments were heard, and encouraged them, along with anyone with similar questions, to feel welcome to meet directly with planning staff during business hours for follow-up or clarification on the process, noting that staff can address questions in more detail than what's possible in a public meeting setting. He affirmed that the earlier comments were valued.

Patrick O'Brien pulled up the classification and intersection control map, noting it shows all planned roads in the city. He acknowledged Commissioner Dupaix's concern, noting that some connectivity gaps aren't currently planned at all, and where connections are planned, a major obstacle is that they often cross railway-owned land, which limits the city's ability to force those connections through. He agreed that, given these constraints, the city should be looking at providing additional connectivity options where possible.

Geoff Dupaix clarified his point, saying he's comfortable including planned connectivity lines on the map even across properties not currently part of the city, since this is a long-term planning document. He emphasized the importance of looking ahead to how these connections could eventually link into the broader roadway network, supporting mobility regardless of travel mode. He reiterated that, even with the current plan, he still sees notable gaps, and would like to see improved connectivity, particularly in the east-west direction.

Patrick O'Brien agreed that north-south routes are in noticeably better shape than east-west connectivity, which he acknowledged has consistently been a major challenge for the city. He then turned to the city engineer, noting he didn't want to speak for him, and invited him to weigh in on the topic.

Ben Hunter responded that, in the areas Geoff was referring to, particularly the southern area near the industrial zone transitioning into residential, around Boat Harbor Road and the section south and east of I-15, one of the primary challenges is the railroad crossing. He explained that any new east-west connections in that area would typically need to be grade-separated to meet railroad requirements, or would otherwise require eliminating existing crossings, which isn't a desirable option since it would reduce east-west connectivity rather than improve it.

Geoff Dupaix indicated that in his experience working with other communities, he's encountered similar challenges, noting that grade crossings are difficult to secure, though not impossible. He argued that the city needs to start pursuing harder solutions, observing that while roads can act as barriers, railroads often function as nearly insurmountable ones, largely because communities rarely push back. He said the city needs to take a firmer stance with the railroad, communicating clearly that it is acting as a barrier to city connectivity and needs to work with the city rather than against it. He emphasized, for the record, that he felt strongly about this point, criticizing a pattern of the city repeatedly backing away from the issue instead of confronting it.

Rodney Martin responded that the issue isn't so much bureaucracy, but resistance from a for-profit business that doesn't see a benefit in accommodating the request.

Patrick O'Brien noted he had condensed the presentation but was happy to expand on any section the Commission wanted revisited, though he didn't want to over-review material everyone is already familiar with. He said the primary goal tonight was completing the public hearing process, which had now been satisfied, following extensive prior work sessions and direction from both the Planning Commission and City Council aimed at refining the plan and incorporating resident concerns. He emphasized that the plan is intended to be a living document, not something finalized and left untouched for the next 20 years. He said that if significant changes occur in the city that shift the plan's underlying assumptions, the city would revisit and update it accordingly. He highlighted that the plan includes a robust implementation strategy, consistent with other recent planning efforts, describing this as one of the most critical components of the document. He explained the goal isn't just to set a vision, but to pair that

vision with concrete policies, goals, and programs needed to achieve it, since without an implementation strategy, the plan risks being nothing more than words left unused on paper.

Christine Anderson asked whether there's an established protocol for how often, or under what circumstances or threshold, the general plan would be revisited and updated going forward.

Patrick O'Brien responded that staff would likely monitor the plan on an ongoing basis and pursue formal updates roughly every five years if needed, guided by the plan's implementation strategy. He noted that major developments, such as changes tied to the Pioneer Crossing or Pony Express/Vineyard Connector areas, or unexpected shifts in density or development patterns elsewhere, could prompt an earlier review. He emphasized that the land use plan is meant to reflect the city's intended direction over roughly the next five to ten years, and when applicants request changes, staff needs to carefully evaluate whether a proposed change benefits an individual applicant in the short term without meaningfully advancing the city's long-term goals, versus whether it represents a genuine long-term strategy that helps steer future growth in a positive direction. He said staff intends to bring forward more robust, fact-based analysis of the pros and cons of future applications, minimizing opinion, to support decisions that genuinely benefit the community's long-term future.

Geoff Dupaix moved to recommend approval for the updated American Fork General Plan.

David Bird seconded the motion.

Voting was as follows:

Christine Anderson	**AYE**
Chris Christiansen	**AYE**
Rodney Martin	**AYE**
Claire Oldham	**AYE**
David Bird	**AYE**
Harold Dudley	**AYE**
Geoff Dupaix	**AYE**

The motion passed

Other Business

Patrick O'Brien provided an update on the polycentric city center master plan, describing it as identifying a number of core areas across the city and functioning essentially as a set of coordinated small-area plans. He said the goal is to tie these areas together, with particular attention to active transportation and vehicular transportation, while ensuring all components of the city center are properly connected throughout the community. He credited Cody and the team for strong work on the project and said it should be finalized within the next few weeks, likely coming forward first for a final work session and then for a formal recommendation. He noted the plan includes conceptual graphics and encouraged the Commission not to be alarmed by them, explaining they're meant to illustrate what could be achieved in the community rather than finalized designs. He reiterated the importance of pairing this with a solid implementation strategy, including a funding strategy developed with help from Sciences Public Finance, crediting Susie and her team for their strong work on that piece. He said the document is close to completion and would ultimately be brought forward as an amendment to the general plan, incorporating the polycentric city center master plan as part of it.

Christine Anderson clarified that her earlier comment about connectivity near the rec center was specifically related to this polycentric city center master plan, expressing hope that the rec center could somehow be connected into one of the identified core nodes in the plan.

Rodney Martin shared, under other business, that UTA On Demand launched in North Utah County that Monday, offering rides at $2.50 per ticket with a $5 daily cap and $20 weekly cap. The service runs 16 minivans (8 ADA-compliant), currently focused on connecting Saratoga Springs to the Frontrunner station, though people are also using it for things like school drop-offs. He noted plans to expand the zone toward Cedar Hills, calling it a promising step toward solving the "first mile, last mile" transit gap, and mentioned an existing distance limit is being reconsidered.

Patrick O'Brien responded that this ties into the broader plan, noting the city conducted a transit circulator study to help connect community nodes and address the first mile/last mile gap. He said the ultimate goal is to support a sustainable transit system, whether through UTA or a city-run alternative, and that this UTA On Demand launch is an early step in that direction.

Conversation between staff and Commissioners: In discussing UTA On Demand, the group noted it operates as an app and functions similarly to other on-demand transit services that have seen notable success in other parts of the state and along the Wasatch Front. The city's goal is to work with UTA's team to analyze usage data, particularly trip start and end points, to identify

demand hotspots throughout the community that weren't originally anticipated. While On Demand service was seen as a helpful tool, the group agreed that becoming more genuinely transit-friendly would likely require changes to development patterns along key corridors, a trend observed elsewhere along the Wasatch Front. It was clarified that this doesn't mean eliminating detached single-family residential development, but that transit tends to work best when development is concentrated, frequent, and convenient along specific corridors. The group acknowledged that pursuing a more transit-friendly approach would likely come with some growing pains along the way.

Christine Anderson reminded Commissioners about the September 2nd and September 16th meetings.

Adjournment

Geoff Dupaix motioned to adjourn the meeting.

Claire Oldham seconded the motion.

Voting was as follows:

Christine Anderson	**AYE**
Chris Christiansen	**AYE**
Rodney Martin	**AYE**
Claire Oldham	**AYE**
David Bird	**AYE**
Harold Dudley	**AYE**

The motion passed

Meeting adjourned at 8:18 PM

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

Request for Council Action
City of American Fork
September 8, 2026

DEPARTMENT: Public Works
SUBMITTED BY: Terilyn Lurker

AGENDA ITEM: Review and action on an Engineering and Design Services Contract for the CDBG 11 King Street Waterline and Infrastructure Improvement Project

SUMMARY RECOMMENDATION: Staff recommends approval of the Community Development Block Grant (CDBG) 11 King Street Waterline and Infrastructure Improvement Project (WA2025001) to Hansen , Allen & Luce (HAL), Inc.

BACKGROUND:

The design phase of the **Community Development Block Grant (CDBG) 11 American Fork King Street Waterline and Infrastructure Improvement Project (RFPWA2025001)** is included in the FY 2026 Infrastructure Improvements budget as approved by the City Council.

To meet CDBG reimbursement requirements, the Engineering Division followed the City's standard procurement process and issued a Request for Proposals (RFP) for the required engineering services. **Three (3) firms submitted proposals** for the project. Following the evaluation process and based on the criteria outlined in the RFP, **Hansen, Allen & Luce (HAL), Inc.** was selected as the most qualified firm to provide design services for the project.

The proposed agreement is the City's standard engineering services agreement and has been reviewed and approved by both the **City Attorney** and the **City Engineer**.

BUDGET IMPACT:
Funding for this contract is included in the approved FY 2026 budget for water, roadway, and storm drainage improvement projects and is associated with the **HUD Community Development Block Grant (CDBG) Program**. The total contract amount is **$61,431.29**.

SUGGESTED MOTION:
Mr. Mayor, I move to approve the design contract with Hansen , Allen & Luce (HAL), Inc. for the CDBG 11 King Street Waterline and Infrastructure Improvement Project, as presented, authorize the City to execute the associated documents, and approve an engineering contingency of $6,100 to be held by the City.

SUPPORTING DOCUMENTS:
Final RFP CDBG 11 King Street.pdf
CDBG 11 Master Services Agreement for On-Call Engineering Services.pdf
HAL_Proposal_King_Street_from_100_North_to_500_East_Waterline_Project_RFP_WA2025001.pdf

REQUEST FOR PROPOSALS

American Fork City

Engineering Design Services and Construction Project

Community Development Block Grant (CDBG) 11
King Street from 100 North to 500 East
Water Line and Infrastructure Improvement Project

NOTE: The Contractor is responsible for reading the contents of this bid, including but not limited to, the Scope of Work, General Requirements, Specifications, the Drawings and Agreement. The Contractor is also responsible to visit the work sites before presenting a bid.

RFP # WA2025001

August 2026

Department of Public Works
Engineering Division

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ATTACHMENT A – Project location map
ATTACHMENT B – Agreement for Engineering Services
ATTACHMENT C – E-Verify Certification

I) INTRODUCTION

A) American Fork City Public Works, Engineering Division, "City" is seeking qualified engineering/construction firm(s) "Proposer" to provide engineering, design, and construction management services for the American Fork King Street from 100 North to 500 East Water Line and Infrastructure Improvement Project/CDBG 11. The project is approximately 660 ft in length see Attachment A.

B) This project is partially funded by HUD, federal, and county sources and must comply with Section 3, the Davis-Bacon and Related Acts, and Build America, Buy America requirements.

C) Responses to this RFP should include details about qualifications, related experience, and project deliverables as described herein. American Fork City intends to compare and evaluate all qualifying submittals and select the most qualified Proposer based on proposal content.

D) This is a Request for Proposals only and should not be interpreted as a solicitation for services or as a contract for services. Submittals should be comprehensive, concise, and directly responsive to the goals and format as outlined in this RFP.

E) If a Proposer is selected pursuant to this RFP, an agreement will be executed, see Attachment B. The City will not entertain changes to its Standard Terms and Conditions.

F) Each respondent must submit its proposal digitally through the U3P website via the State of Utah's Bonfire (EUNA) account; this platform will also include all questions, answers, and official notices related to this project.

G) Funding for this project is provided by Utah County through the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program under Grant No. B-25-UC-49-0003.

08/06/2026 Ben Hunter

Date Ben Hunter, City Engineer

08/05/2026

Date Sam Kelly, Public Works Director

II) PROJECTED SCHEDULE FOR THE RFP PROCESS

The anticipated schedule is as follows. American Fork City reserves the right to modify the following schedule at their discretion. Any change to the Proposal Due Date will be updated on Utah Public Procurement Place (U3P), via the State of Utah's Bonfire (EUNA) account.

Activity	**Date**
Mandatory Pre-Proposal Conference	August 13, 2026 @3:00 pm at the main Council Room at the American Fork City Hall, located at 31 Church Street, American Fork, Utah.
Final Day to Submit Questions	August 20, 2026 @12:00 pm
Proposal Due Date	August 27, 2026 @ 12:00pm
Notice of Intent to Award	By September 3, 2026
City Council Acceptance of Award	September 8, 2026
Anticipated Notice to Proceed	By September 18, 2026

III) PROPOSAL SUBMISSION

A) Each respondent must submit its proposal digitally through the U3P website via the State of Utah's Bonfire (EUNA) account; this platform will also include all questions, answers, and official notices related to this project.

B) No proposals will be accepted after the closing date and time. See time schedule in section II.

C) Only those Proposers who attend the pre-proposal conference will be considered for award.

IV) BACKGROUND

A) The American Fork City (City) Public Works Department (Public Works) is responsible for the improvements of the roadway and utility system. The City has adopted roadway and utility Master Plans that includes an inventory of the existing facilities and a plan to increase capacity and maintain the existing system.

B) The project area is on King Street from 100 North to 500 East. The proposed project is to replace a portion of American Fork City's existing 80-year-old plus cast iron and galvanized waterlines, service laterals, isolation valves and fire hydrants.

C) In addition to the waterline needs in this area, and to complete wholistic and sustainable infrastructure projects, the City intends to repair existing drainage, roadway, streetlight

improvements, and sidewalk/ADA deficiencies along the corridor in coordination with the waterline replacement.

V) SCOPE OF WORK AND TASKS TO BE COMPLETED

City anticipates that the professional services provided by the firm selected for this project shall consist of, but not necessarily be limited to, those outlined below:

Complete engineering design, preparation of construction documents, provide bidding assistance, and provide construction management (including all meeting documents) for the King Street Water Line and Infrastructure Improvement Project/CDBG 11 to include the following:

1) Geotechnical, survey and other site investigations to facilitate the design.

2) Design water main, lateral, valves, line stops, and fire hydrants replacement on King street from 100 N to 500 E.

3) Assess pavement and subgrade health and produce pavement rehabilitation design.

4) Assess ADA ramp, sidewalk, curb and gutter, streetlight, underground utility conduit and drainage deficiencies and provide design for replacement as needed. Include tree removal where needed.

Deliverables:

- Provide preliminary (30%) design drawings, including plans, utility layouts, profiles, and cross-sections. Prepare a single-page exhibit map identifying all impacted properties and the specific areas requiring contractor access under Right-of-Entry (ROE) agreements for each property, as well as proposed locations for streetlights, storm drain facilities, fire hydrants, water meters, service laterals, and other utility improvements.
- Provide (30%, 60%, 90%, and final) plan set with utility infrastructure layout, design of water main, service laterals, valves, line stops, and fire hydrant replacements. Evaluation of ADA ramps, sidewalks, curb and gutter, and drainage deficiencies, with design for replacement as needed, including tree removal where required
- Provide Geotechnical report, boundary survey with topographic survey, and pavement rehabilitation design
- Provide a preliminary estimate of project costs.
- Preparation of 60% plan set and contract documents with cost estimates
- Preparation of 90% and final (stamped and sealed) plan set with contract documents
- Permit application and other required applications.
- Provide required documents to file in order to obtain permits and approvals for various jurisdictions (as needed).
- All necessary electronic sets of Construction documents

VI) PROPOSAL FORMAT

A) All proposals shall be formatted according to the following specifications:

B) Content and Page Limit (5-page max):

1) Cover letter one page

2) Proposals shall include three labeled sections:

(a) Team Qualifications/Experience: Include references for prior CDBG projects; demonstrate compliance with Section 3 requirements; and show experience with the Davis-Bacon and Related Acts and Build America, Buy America requirements.

(b) Project Understanding and Scope

(c) Project Cost/Fees and Schedule

C) Each proposer shall submit a single, combined proposal file to the EUNA account.

VII) PROPOSAL SUBMISSION

A) By submitting a proposal to this RFP, Proposer understands and agrees to the following:

1) RFP Cancellation: This RFP may be cancelled at any time prior to the execution of a written agreement if deemed in the best interests of the City. This includes cancellation of the RFP after an award has been made, but prior to the execution of a written contract. Proposer is not entitled to recover any costs related to the preparation of the proposal due to cancellation of the RFP or withdrawal of an award prior to the execution of a written agreement.

2) Firm Pricing: All prices, quotes, or proposals are to remain firm for 120 days after the closing date, unless a different period is stated in the City's RFP. Any proposal that does not offer to remain firm for the required period may be considered non-responsive.

3) Costs: Proposers bear all costs and expenses related to this RFP including, but not limited to, preparation and delivery of the proposal, attending the pre-proposal conference, and if required attending an interview.

4) Licensing: All applicable federal, state, and local licenses must be acquired before the contract is entered into between the City and the selected respondent. Licenses must be maintained throughout the entire contract period. Persons doing business as an Individual, Association, Partnership, Corporation, or otherwise shall be registered with the Utah State Division of Corporations and Commercial Code. NOTE: Forms and information on registration may be obtained by calling (801) 530-4849 or toll free at 877-526-3994, or by accessing: commerce.utah.gov.

5) Changes or Modifications: Any changes or modification to the RFP will be made by written addendum. Proposers submitting a proposal based on any information other than that contained in City's RFP and any addenda, do so at their own risk.

6) Receiving Proposals: Each respondent must submit its proposal digitally through the U3P website via the State of Utah's Bonfire (EUNA) account; this platform will also

include all questions, answers, and official notices related to this project. Late submissions will not be accepted.

7) Engineering Division Selection Committee will administer receipt and opening of all proposals. If only one proposal is received in response to the City's RFP, the Engineering Division, may recommend an award of a contract to the single Proposer if the conditions cited above are met. Alternatively, the Engineering Division may re-solicit for the purpose of obtaining additional proposals.
8) Modifying or Withdrawing Proposals: Proposers may modify or withdraw their proposals at any time prior to the closing time. Requests to modify a proposal before the closing time must be submitted through the U3P website via the State of Utah's Bonfire (EUNA) account.
9) Award: This project consists of the scope of work provided and will be awarded to a single proposer.
10) Rejection of Proposals: Any proposal containing significant deviations from the specifications of the RFP shall be considered non-responsive and may be rejected in whole or in part.
11) Protests: A protest regarding the RFP document shall be submitted in writing prior to the RFP closing date. All other protests shall be submitted in writing within five (5) business days after notification of the intent to award has been sent. A protestor may file only one (1) protest after the RFP closing date. Protest letters shall specifically and completely state the facts that the protestor believes constitute error in the RFP document or the award.
12) Free and Competitive Selection: Any agreement or collusion among prospective Proposers to fix a price or limit competition shall render the proposals void, and such conduct is unlawful and subject to criminal sanction. Proposer certifies that not anyone in its firm or company has either directly or indirectly restrained free and competitive selection, participated in any collusion, or otherwise taken any action unauthorized by City Purchasing Ordinances or applicable laws.
13) Reasonable Accommodations: Reasonable accommodations for qualified disabled individuals may be provided upon receipt of a request with five working days' notice. Please contact Public Works Engineering Office, 275 East 200 North, American Fork, Utah 84003, 801-763-3060. TTY users shall call 711.

VIII) EVALUATION AND SCORING CRITERIA

A) Proposals will be evaluated, scored, and **ranked** by a Selection Committee. The Selection Committee may invite the top-ranked proposals for an interview. The purpose of the interview is clarification and verification of the written proposal. The Selection Committee may re-rank the proposal after the interview. A recommendation will then be presented to the proper signing authority for consideration and approval. **Ranking** of the proposals will generally be based on the following criteria and weights:

1) 45% Team Qualifications/Experience. Provide an organizational structure showing the proposed team and their responsibilities on this project. Provide a brief description of experience with similar projects, especially CDBG. Include references

for prior CDBG projects; demonstrate compliance with Section 3 requirements; and show experience with the Davis-Bacon and Related Acts and Build America, Buy America requirements.

2) 25% Project Understanding and Scope. Describe your understanding of the scope as it is presented in the RFP document. Rather than stating commonly followed practices, focus on discussing issues and ideas that are unusual to this project and identifying unique practices of your firm to help with these tasks.

3) 30% Proposed Project Costs/Fees and Schedule. Provide a detailed fee proposal identifying the hourly rates, estimated labor hours, and total costs associated with each task listed in Section V. Hourly rates and total fees shall be fully burdened and inclusive of all professional services and any costs incurred by the Proposer, including, but not limited to, travel time, lodging, mobilization, traffic control, meeting attendance, report preparation, printing, and other project-related expenses.

   Additionally, provide a project schedule identifying the anticipated completion dates for key tasks and project milestones. This section shall demonstrate the Proposer's ability to perform the requested services within the specified timeframes and service levels outlined in the Scope of Work.

IX) WRITTEN AGREEMENT REQUIRED

A) Agreement: Successful proposers for this RFP shall enter into Agreement for Engineering Services (Attachment D) with American Fork City. Any and all work awarded as part of this RFP will be performed in accordance with this agreement.

X) NOTICE TO PROPOSERS

B) GOVERNMENT RECORDS ACCESS AND MANAGEMENT ACT (GRAMA)

1) American Fork City is a governmental entity subject to the Utah Government Records Access and Management Act ("GRAMA"), Utah Code Ann. §§ 63G-2-101 to -901. As a result, American Fork is required to disclose certain information and materials to the public, upon request. Generally, any document submitted to American Fork is considered a "public record" under GRAMA. Any person who provides to American Fork a record that the person believes shall be protected under subsection 63G-2-305(1) or (2) shall provide both: (1) a written claim of business confidentiality and (2) a concise statement of reasons supporting the claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. ALL DOCUMENTS SUBMITTED IN RESPONSE TO THIS RFP WILL BE TREATED AS PUBLIC RECORDS IN ACCORDANCE WITH GRAMA, UNLESS A CLAIM OF BUSINESS CONFIDENTIALITY HAS BEEN PROPERLY MADE AND APPROVED BY AMERICAN FORK CITY. ALL PROPOSED COSTS/PRICING/FEES SUBMITTED TO THE AMERICAN FORK SHALL BE CONSIDERED PUBLIC RECORDS.

C) EMPLOYEE STATUS VERIFICATION SYSTEM

1) Proposer agrees to provide the signed E-Verify Certification (Attachment C) and shall register and participate in the Status Verification System before entering into a

contract with American Fork City as required by Utah Code Ann. § 63G-12-302. The Status Verification System is an electronic system operated by the federal government, through which an authorized official of a state agency or a political subdivision of the state may inquire by exercise of authority delegated pursuant to 8 U.S.C. § 1373 to verify the citizenship or immigration status of an individual within the jurisdiction of the agency or political subdivision. Proposer is individually responsible for verifying the employment status of only new employees who work under Proposer's supervision or direction and not those who work for another Proposer or subcontractor, except each Proposer or subcontractor who works under or for another Proposer shall certify to the main Proposer by affidavit (Attachment C) that the Proposer or subcontractor has verified, through the Status Verification System, the employment status of each new employee of the respective Proposer or subcontractor. The Proposer shall comply in all respects with the provisions of Utah Code Ann. § 63G-12-302. Proposer's failure to so comply may result in the immediate termination of its contract with American Fork City.

D) ETHICAL STANDARDS

1) Proposer represents that it has not: (a) provided an illegal gift to any American Fork City officer or employee, or former American Fork City officer or employee, or to any relative or business entity of a American Fork City officer or employee, or relative or business entity of a former American Fork City officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or American Fork City Code of Ordinances § 2.07; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any American Fork City officer or employee or former American Fork City officer or employee to breach any of the ethical standards set forth in State statute or American Fork City ordinances.

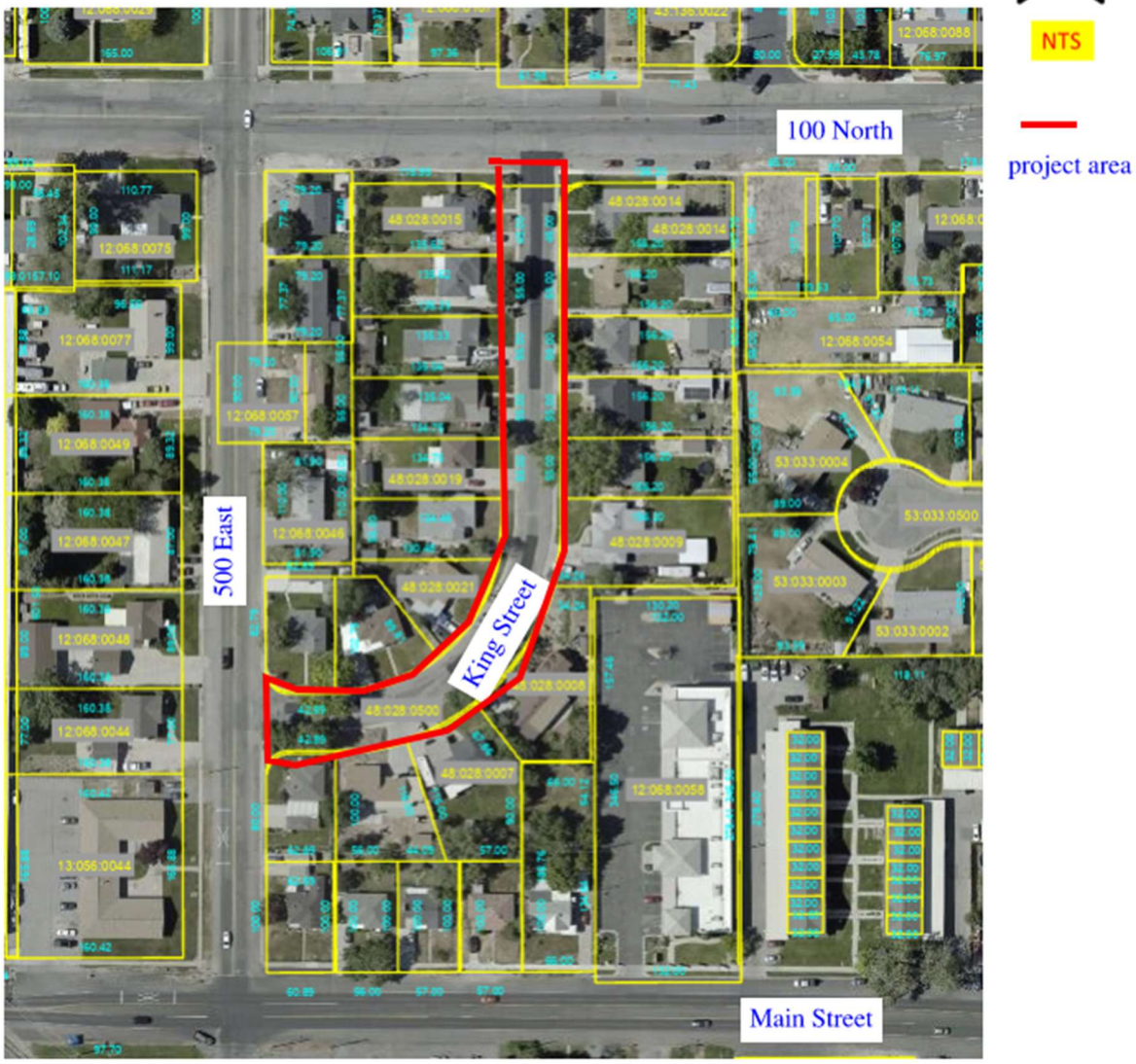
E) TERM OF AGREEMENT

1) The term of the agreement is from execution of a written agreement through completion of the projects design with the possibility to extend into construction. The City may negotiate unit prices for future areas based on actual work being performed.

F) PRE-PROPOSAL CONFERENCE AND QUESTION SUBMISSION

1) Interested Proposers are required to attend the pre-proposal meeting to discuss the project and to ask questions about this RFP. Only bids from Proposers who attend the pre-proposal conference will be opened and considered for award. The pre-proposal conference will be held online via zoom at the date and time shown in the schedule.
2) Proposers are encouraged to submit their questions in writing before the preproposal meeting via Sciquest. Questions may be submitted through Sciquest until the deadline shown on the schedule. If the RFP needs to be modified or clarified, a written addendum will be issued. Verbal questions and answers outside of an addendum are not binding.

Attachment A
Project location map



Attachment B
Agreement

This page will be required at time of contract with selected party. Submittal is not required at time of proposal.

Attachment C

American Fork City
King Street Water Line and
Infrastructure Improvement Projects
CDBG 11

American Fork Public Works
275 East 200 North
American Fork, UT 84003
801-763-3060

E-VERIFY CERTIFICATION

WHEREAS, the undersigned proposes to provide services under a contract for American Fork City and the Citizens of American Fork City, County of Utah.

NOW THEREFORE, this _____ day of _____, 202__, the undersigned firm verifies its compliance with Utah Code Ann. § G63-11-103 and 13-47-201, stating affirmatively that the individual, firm, or corporation which is contracting with American Fork City has registered with and is participating in a federal work authorization program in accordance with the applicable provisions and deadlines established in Utah Code Ann. § G63-11-103 and 13-47-201.

The undersigned contractor/firm further agrees that should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with American Fork City, of which this certification is a part, the undersigned contractor/firm will secure from such subcontractor(s) similar verification of compliance with Utah Code Ann. G63-11-103 and 13-47-201. The undersigned contractor further agrees to maintain records of such compliance and provide a copy of each such verification to American Fork City at the time the subcontractor(s) is retained to perform such services

E-Verify Number_____

_____
Proposer
(Name of sole ownership, corporation or partnership)

{AFFIX CORPORATE SEAL HERE}

_____
(Signature of Authorized Representative)

_____
Title

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

NOTICE OF AWARD

Date: September 1, 2026

Project Name: Engineering Design Services and Construction Project

CDBG 11 King Street from 100 North to 500 East Water Line and Infrastructure Improvement Project

Owner: American Fork City

Bidder: Hansen, Allen & Luce, Inc.
859 W South Jordan Pkwy, Ste 200
South Jordan, UT 84095

Project Number: WA2025001

Dear Hansen, Allen & Luce, Inc.,

You are hereby notified that American Fork City has accepted your proposal for engineering design services for the **CDBG 11 King Street from 100 North to 500 East Water Line and Infrastructure Improvement Project** in the total amount of **$61,431.29**, consisting of the following phases:

- **Phase I - Waterline Design:** $39,226.39
- **Phase II - Property Owner Exhibits:** $8,119.10
- **Phase III - Bidding Services:** $3,963.38
- **Phase IV - Construction Management:** $10,122.42

The total contract amount shall **not exceed $61,431.29** without prior written authorization from the Owner.

You are required to execute the Agreement within **ten (10) calendar days** following approval of the Agreement by the American Fork City Council. Failure to execute the Agreement within the specified period may result in the Owner considering all rights arising from the acceptance of your proposal to be abandoned and exercising any other remedies available by law.

Please return an acknowledged copy of this **Notice of Award** to the Owner by **September 19, 2026**.

This award is contingent upon final approval by the American Fork City Council and does not constitute authorization to commence work until a fully executed Agreement has been issued.

We appreciate your participation and look forward to working with you on this project.

Sincerely,

City of American Fork

By: _____ David Bunker, City Administrator

Receipt of the NOTICE OF AWARD is hereby acknowledged by:

this the_____day of _____ , 2026.

By _____

Title _____

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

NOTICE TO PROCEED

Date: September 9, 2026

Project Name: Engineering Design Services and Construction Project

CDBG 11 King Street from 100 North to 500 East Water Line and Infrastructure Improvement Project

Owner: American Fork City

Bidder: Hansen, Allen & Luce, Inc.
859 W South Jordan Pkwy, Ste 200
South Jordan, UT 84095

Project Number: WA2025001

Dear Hansen, Allen & Luce, Inc.,

You are hereby notified to commence work in accordance with the Agreement dated _____.

You are required to execute the Agreement and provide all signed contract documents for this project. All work shall commence within **ten (10) calendar days** following execution of the Agreement.

The work must be **substantially completed by January 11, 2027**, with **final completion by January 25, 2027**, unless these dates are modified in accordance with the procedures outlined in the Agreement.

The scope of work includes all design services described in the Agreement, including preparation of bid documents, development of a City-approved plan set, bidding support services, and other services as specified in the Agreement.

CITY OF AMERICAN FORK

By: _____ Ben Hunter, City Engineer

MASTER SERVICES AGREEMENT FOR ON-CALL ENGINEERING SERVICES

Engineering Services

This Master Services Agreement (hereinafter referred to as "Agreement") is entered into this 08 day of September, 2026 by and between Hansen, Allen & Luce, Inc. (HAL), with its principal place of business at 859 W South Jordan Pkwy, Ste 200, South Jordan, UT 84095 (hereinafter referred to as "Engineer"), and American Fork City, a municipal corporation with its principal place of business at 51 East Main Street, American Fork, Utah 84003 (hereinafter referred to as "City") (collectively referred to herein as the "Parties").

RECITALS

WHEREAS, Engineer is engaged in the business and profession of engineering services;

WHEREAS, City desires to contract with Engineer for certain professional engineering services for multiple projects, each project scope of services and payment of services being separately identified and agreed to in respective Project Task Orders;

WHEREAS, Engineer has the necessary expertise and experience to perform the said engineering services for City and Engineer and is properly qualified and licensed in the State of Utah;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. Term; Termination.

a. The term of this Agreement shall be two (2) years from the Effective date of this Agreement.

b. Notwithstanding anything contrary contained herein, City may terminate this Agreement at any time by giving Engineer thirty (30) day's written notice in accordance with the notice provisions set forth herein. Upon receipt of such notice, Engineer shall cease all work undertaken hereunder, except as may be necessary to provide for an orderly transition of such work.

c. Engineer may terminate this Agreement at any time with thirty (30) day's written notice to City in accordance with the notice provisions set forth herein. Upon termination by Engineer, City shall not be obligated to make payment on any Project Task Order not completed, in full, by Engineer.

d. Upon termination of this Agreement, Engineer shall provide a final invoice to City, showing all costs incurred but unpaid, and the City shall pay within 30 days such costs, as shown therein unless disputed. Before City pays the final invoice, the

Engineer shall deliver all files reports, and other materials concerning services provided, maintained or controlled by Engineer, subject to all applicable federal and state law.

2. Scope of Services. The scope of services pursuant to this Agreement shall be limited to professional and technical engineering services. Specific services shall be as set forth in the Project Task Orders.

3. Project Task Order. City may issue to Engineer a Project Task Order in the form attached to this Agreement as Exhibit "A." Subject to the terms of this Agreement and the terms of the Project Task Order, Engineer shall render to City the requested professional and technical engineering services set forth in the Project Task Order. In conjunction therewith, City shall provide to Engineer all necessary information and documentation for Engineer to perform the services. A Project Task Order shall include the scope of the work requested, a schedule for completion, and the cost of said work. All Project Task Orders shall be signed by both Parties to this Agreement. Multiple Project Task Orders may be entered into by the Parties

4. Compensation. In consideration of the services provided to City by Engineer, City shall pay Engineer for services rendered in accordance with the Project Task Order and the approved fee structure attached hereto as Exhibit "B" (hereinafter referred to as "Fee Schedule"), if applicable. Minimum amount of guarantee under this contract is $0.00. Maximum dollar amount of task orders available is $200,000.00 over the term of this Agreement as set forth in Section 1..

5. Invoice; Payment.

a. For services rendered hereunder, Engineer shall invoice City monthly for services provided in accordance with the approved Project Task Order and Fee Schedule. Engineer shall submit monthly invoices to City showing the work completed and the amount of compensation due. Engineer shall submit invoices for work done in a timely manner. City shall not be required to pay for work that is invoiced more than 120 days after it was performed.

b. Payment of undisputed amounts shall be due and payable thirty (30) days after the City's receipt of the invoice.

c. In the event amounts are not paid in full within thirty (30) days of City's receipt of the invoice, City agrees to pay interest at the rate of one and one-half percent (1.5%) per month on any and all unpaid balance of services, costs, and expenses.

d. City consents to Engineer's immediate withdrawal and termination of this Agreement should the account become more than thirty (30) days delinquent. Further, in the event of default, Engineer may pursue any and all remedies available at law or in equity.

e. In the event an amount is disputed, City shall notify Engineer in writing of its dispute within thirty (30) days. The Parties shall make a good faith effort to resolve the disputed amount. If correspondence does not resolve the dispute, the Parties or their respective representatives shall meet in person on at least one occasion and attempt to resolve the matter prior to pursuing litigation.

6. Relationship of Parties.

Engineer, its agents, and employees shall be an independent contractor performing professional and technical engineering services for the City. Nothing contained in this Agreement shall be construed to create a relationship of employer and employee, master and servant, principal and agent, or partners or co-venturers between City and Engineer. As independent contractors, Engineer, its agents, and employees shall not qualify for or receive any employee benefits from the City, including but not limited to, leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to City employees.

7. Employees and Subcontractors.

Engineer shall be solely responsible for the payment of wages, salary or benefits to any and all employees or contractors retained by Engineer in the performance of the services under this Agreement. Engineer agrees to indemnify, defend and hold harmless City from any and all claims that may arise from the Engineer's relationship to its employees and subcontractors.

8. Standard of Performance; Licenses.

Engineer agrees and represents that it has the personnel, experience, and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Engineer shall perform the work described herein in accordance with the standard of care required for the performance of engineering services. Further, Engineer shall maintain all required licenses, including without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Engineer shall require and ensure that all of Engineer's employees and subcontractors maintain all required licenses, including without limitation, all necessary professional and business licenses.

9. Professional Liability Insurance.

Engineer shall maintain professional liability insurance, at its own expense, to protect City from any negligent acts, errors, or omissions on the part of Engineer. Notwithstanding the existence of professional liability insurance, the total aggregate of Engineer's liability to all parties related to this Agreement shall not exceed two million dollars ($2,000,000).

10. Other Insurance.

Without limiting any indemnity or other obligations of Engineer hereunder, Engineer shall, prior to providing Engineering Services, secure and continuously thereafter (throughout the term of this Agreement) carry with insurers the following insurance coverage in policies which include provisions or endorsements naming City as an

additional insured (as indicated below) and shall furnish proof thereof satisfactory to City promptly when requested:

- Worker's Compensation Insurance and Employer's liability Statutory amount
- General Liability $1,000,000/$2,000,000 (City listed as additional insured)
- Automobile Liability $1,000,000 Umbrella Liability $1,000,000 (City listed as additional insured)

11. Indemnification.

Engineer specifically and expressly agrees to indemnify, and save and hold harmless the City (including, without limitation, its elected and appointed officers, employees, successors, and assigns) from and against any and all demands, liabilities, claims, damages, actions, attorney fees or other cost incurred by the City and/or proceedings in law or equity (including reasonable attorneys' fees and costs of suit), to the extent caused by or resulting from any negligence, gross negligence, intentional misconduct, or under any other actionable fault of Engineer (including, without limitation, its employees, agents, subcontractors, or consultants) in the performance or failure of performance of the Engineering Services provided, or to be provided, hereunder. Nothing herein shall, however, require Engineer to indemnify, and/or save or hold harmless City or its elected or appointed officers, employees, successors, or assigns with respect to (a) the negligence, intentional misconduct, or other actionable fault of City or its elected or appointed officers, employees, successors, or assigns, or of the agents or consultants of City other than Engineer; or (b) any demand, liability, claim, damage, action, and/or proceeding not related to the Engineering Services provided, or to be provided, by Engineer hereunder.

12. Time is of the Essence; Liquidated Damages.

City and Engineer agree that time is of the essences and that, in the case of Engineer's failure to complete the Project Task Order within the time specified and agreed upon, City will be damaged thereby; and because it is difficult to definitely ascertain and prove the amount of such damages, it is hereby agreed that the amount of such damages shall be the liquidated sum of One Hundred Dollars ($100.00) per calendar day for each day's delay in completing the Project Task Order in excess of the number of working days prescribed; and Engineer hereby agrees that said sum shall be deducted from amounts due the Engineer under the Agreement or, if no amount is due, Engineer hereby agrees to pay to City as liquidated damages such total sum as shall be due for such delay, computed as aforesaid.

13. Notice.

All notices under this Agreement will be in writing and will be deemed to have been duly given if delivered personally or by a nationally recognized courier service or mailed by registered or certified national mail service, return receipt requested, postage prepaid, to the Parties at the addresses set forth below. All notices under this Agreement that are

addressed as provided in this Section. If delivered personally or by nationally recognized courier service, notice will be deemed given upon delivery. If delivered by mail in the manner described above, notice will be deemed given on the date received by the recipient as reflected in the return receipt. All notices shall be directed to the Parties hereto as follows:

CITY:

American Fork City
Attn: City Administrator
51 East Main Street
American Fork, Utah 84003
Phone: (801) 763-3000

With a copy to (which shall not constitute notice):

American Fork City Public Works
Attn: Public Works Director
275 East 200 North
American Fork, Utah 84003
Phone: (801) 763-3060

ENGINEER:

Hansen, Allen & Luce, Inc. (HAL)
859 W South Jordan Pkwy, Ste 200
South Jordan, UT 84095

14. Ownership.

All work, work product and deliverables produced under this Agreement shall remain the exclusive property and shall inure to the benefit of City as work for hire. Engineer shall not use, sell, disclose or obtain any other compensation for such work for hire. In addition, Engineer may not, with regard to all work, work product, deliverables or work for hire required by this Agreement, apply for in its name or otherwise, any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of City.

15. Waiver.

Unless otherwise indicated herein, failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall not constitute a waiver of any such breach of any other covenant, agreement, term, or condition. Any party, by notice delivered in the manner provided in this Agreement, may, but shall be under no obligation to waive any of its rights and any conditions to its obligation hereunder, or any duty, obligation, or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement, but each and every covenant, agreement, term, and condition shall continue in full force with respect to any other then existing or subsequently occurring breach. To be effective a waiver must be signed by both Parties hereto.

16. Compliance with Laws and Policies.

In the performance of their obligations hereunder, the Parties shall obey and abide by all applicable laws, rules and regulations, and with all applicable ordinances, policies and procedures. Both Parties shall abide by all applicable federal and state laws, rules, regulations, and executive orders pertaining to equal employment opportunity; pursuant thereto, shall assure that no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from employment with, participation in, be denied the benefits of or be otherwise subjected to discrimination under, any program or activity performed under this Agreement; and to promptly take appropriate steps to correct any deficiency that may be found to occur in compliance with such laws and rules.

17. Rights and Remedies.

The rights and remedies of any of the Parties hereto shall not be exclusive. In general, the respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to or shall limit or affect any rights at law or by statute or otherwise of any party aggrieved as against the other party for a breach or threatened breach of any provisions hereof, it being the intention of this Paragraph to make clear the agreement of the Parties that the respective rights and obligations of the Parties hereunder shall be enforceable in equity as well as to law or otherwise.

18. Entire Agreement.

This Agreement and the exhibits attached hereto constitute the entire agreement between the Parties on the subject matter covered herein and this Agreement supersedes any and all prior agreements between the Parties related to the services. The Parties represent and acknowledge that they have not relied on any statements or promises of any kind other than those specifically set forth in this Agreement.

19. Amendments.

This Agreement may only be amended in writing signed by each of the Parties hereto. If, as the result of legislative action or rule-making, any of the provisions of this Agreement becomes inconsistent with Utah law, the Parties will promptly meet to negotiate in good faith such amendments as may be necessary to comply with Utah law.

20. Force Majeure.

Neither City nor Engineer shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

21. Section Headings.

The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

22. Severability.

In any provision of this Agreement shall be held or deemed to be, or shall in fact be, invalid, inoperative or unenforceable to any extent, the remainder of this Agreement shall not be impaired and shall be enforced to the fullest extent permitted by law.

23. Counterparts.

This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, but all of which together shall constitute one instrument.

24. Choice of Law.

The interpretation of this Agreement and any claim or controversy arising out of or related to this Agreement shall be governed by the laws of the State of Utah. Jurisdiction and venue for the enforcement of this Agreement shall be found exclusively in the courts of Utah County, State of Utah. Each of the Parties irrevocably submits to the exclusive jurisdiction of such courts in any proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of any proceeding shall be heard and determined only in any such court and agrees not to bring any proceeding arising out of or relating to this Agreement in any other court

25. Confidentiality and Data Privacy.

Any confidential information provided to or developed by the Consultant in the performance of this Agreement shall be kept confidential and shall not be revealed or

made available to any person by the Consultant without the prior written approval of the City. This provision shall survive any termination of this Agreement. Engineer agrees to abide by and comply with any applicable federal, state or local laws, rules, regulations of policies requiring data security and privacy.

Engineer also understands and agrees City is subject to the Government Records Access and Management Act, Title 63G, Chapter 2 of the Utah Code ("GRAMA"), and City cannot guarantee that any information or any document or record provided to City by Engineer will not be subject to disclosure unless it is properly classified as a "protected record" under GRAMA based upon a written claim of business confidentiality under Utah Code Ann. §§ 63G-2-305 and -309 and other provisions of GRAMA. For any record provided by Engineer to City to be classified as a "protected record", Engineer must provide a written claim of business confidentiality and a concise statement of reasons and justifications supporting the claim of business confidentiality with the record when it is first submitted by Engineer to City and, if not so provided, any claim to protected record status may be deemed to have been waived and relinquished by Engineer.

26. Assignment.

This Agreement may not be assigned by either party without the written consent of the other party. If consent to an assignment is obtained, this Agreement is binding on the successors and assigns of the Parties to this Agreement.

27. Attorney Fees; Costs.

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.

28. Authority.

The individual(s) executing this Agreement on behalf of, or as a representative for a corporation or other person, firm, partnership or government entity, represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of the corporation, person, firm, partnership or government entity and that this Agreement is binding upon the entity in accordance with its terms.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date.

AMERICAN FORK CITY

_____
City Administrator

Date: _____

_____

By:
Its:

Date: _____

Attest:

_____
Recorder

Approved as to form:

_____
City Attorney

Approved as to content:

_____
City Engineer

EXHIBIT A
Project Task Order No. 01

On this ____ day of September, 2026, American Fork City (hereinafter referred to as "City") hereby requests HAL (hereinafter referred to as "Engineer") to perform the civil engineering services requested herein under the terms of the existing Master Services Agreement dated September 08, 2026.

Scope of Services Requested:

City anticipates that the professional services provided by the firm selected for this project shall consist of, but not necessarily be limited to, those outlined below:
Complete engineering design, preparation of construction documents, provide bidding assistance, and provide construction management (including all meeting documents) for the King Street Water Line and Infrastructure Improvement Project/CDBG 11 to include the following:
1) Geotechnical, survey and other site investigations to facilitate the design.
2) Design water main, lateral, valves, line stops, and fire hydrants replacement on King street from 100 N to 500 E.
3) Assess pavement and subgrade health and produce pavement rehabilitation design.
4) Assess ADA ramp, sidewalk, curb and gutter, streetlight, underground utility conduit and drainage deficiencies and provide design for replacement as needed. Include tree removal where needed.

Required Documentation from Engineer:

see attached RFP

Schedule:

Deadlines for this Project Task Order shall be as follows:

- The work shall be substantially completed by January 11, 2027.
- Final 100% bid documents, approved by the City and ready for bidding, shall be submitted no later than January 25, 2027, unless modified in accordance with the Agreement.
-

Compensation:

Costs and fees associated with this Project Task Order shall be as follows (check one):

- ☐ Lump sum of $_____ (including costs);
- ☑ Hourly rate and costs as set forth in the Fee Schedule, Exhibit B of the Master Services Agreement, not to exceed $ 61,431.29 without written consent; or
- ☐ Hourly rate and costs as set forth in the Fee Schedule, Exhibit B of the Master Services Agreement.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date.

AMERICAN FORK CITY

_____

_____
City Engineer

By: _____
Its:

Date: _____

Date: _____

HANSEN ALLEN & LUCE INC
ENGINEERS

SALT LAKE AREA OFFICE
859 W South Jordan Pkwy, Ste 200
South Jordan, Utah 84095
Phone: (801) 566-5599
www.HALengineers.com

American Fork City
Electronic submittal via U3P

August 27, 2026

RE: Proposal for Professional Engineering and Design Services - **King Street from 100 North to 500 East Water Line Project (RFP #WA2025001)**

Dear Selection Committee:

Hansen, Allen & Luce, Inc. (HAL) appreciates this opportunity to provide engineering for your replacement drinking water pipeline. Working with our highly qualified analysis and design team, American Fork City will benefit from:

- *A Relationship with the City's Project Team.* **Garrick Stephenson, PE** - Project Manager, **Aaron Olney, PE** - Design Engineer, and **Tyler Allen, PE** – Principal will continue to be responsive in listening to and addressing the City's needs. The City will benefit from Garrick's experience finding creative solutions to technical, political, and social challenges.
- *Geotechnical Investigation:* We propose an alternative for City staff to excavate a three 4 ft deep test pits in a locations of poor condition asphalt with our geotechnical engineer on-site. Standard laboratory testing and a report will be provided. This approach will save the City $4,000.
- *Schedule.* HAL is committed to the City and this project. Our experienced team is available and ready to complete this design work for bidding in February. To enable the bid in February, *we will prepare the "Property Exhibits" early* in the design to provide time for the City to acquire access from private property for the construction.
- *Specific Successful Experience.* We recently completed two pipelines in a busy UDOT road in Mapleton City and one in American Fork City where we received positive feedback.

  Seth Barrus, PE Mapleton City Assistant City Engineer: *"With as good a job as HAL did on the design and construction assistance, I'll give a great reference."*

  Skyler Fullmer, Newman Construction Project Manager: *"The Hansen, Allen & Luce engineering design for the Mapleton Pipeline Project was high quality. The level of detail of their design enabled us to submit a low bid thus saving the City money on the project."*

While our proposed fee may not always be the lowest, experience shows that HAL's detailed, high-quality engineering results in lower overall project costs, helping our clients use their public funds wisely. Our carefully detailed designs reduce uncertainty during bidding, minimize change orders, lead to more efficient construction, and reduce construction costs.

DETAILED DESIGN REDUCES CONSTRUCTION RISK
BETTER PLANS RESULT IN MORE COMPETITIVE BIDS
- LLONG-TERM PERFORMANCE MATTERS
- FFEWER CHANGE ORDERS AND DELAYS

We request that quality, experience, and long-term value be given strong consideration during the selection process. For complex infrastructure projects such as this, engineering excellence is not an added cost, it is a cost-control strategy. Thank you for your time and consideration.

We look forward to serving American Fork.

Sincerely,

HANSEN, ALLEN & LUCE, INC.

Tyler G. Allen, PhD, PE
Chief Operating Officer

TEAM QUALIFICATIONS AND EXPERIENCE

Established in 1974, Hansen, Allen & Luce (HAL) has been serving the engineering needs of the water community for over 50 years, working for over 500 clients on thousands of projects. HAL specializes in municipal **water** engineering, pipelines, drinking water compliance, hydraulic modeling, water rights, sewer, and stormwater. Our subconsultants AGEC and Flint Land Surveying are essential parts of our team and have worked with us for more than 20 years and 10 years, respectively.

PROJECT TEAM

The HAL team includes seasoned professionals with experience in hydraulic modeling, pipeline design, construction services, and federal funding requirements.

AMERICAN FORK 18 53
PROJECT MANAGER

SUBCONSULTANTS

GEOTECHNICAL AGEC	SURVEY FLINT LAND SURVEYING
Jay McQuivey, PE	Mark Nickel, PLS



PRINCIPAL IN CHARGE
Tyler Allen, PhD, PE
18 Years of Experience
Ensure Project Quality
Pipeline Design Expertise



PROJECT MANAGER
Garrick Stephenson, ME, PE
10 Years of Experience
Project Management Experience
Design/Construction Oversight



TECHNICAL ADVISOR & QUALITY ASSURANCE
Mike Chambers, MS, PE, PMP
34 Years of Experience & Expertise
Ensure Quality Planning & Design
Davis-Bacon & BABA Experience



PROJECT ENGINEER
Aaron Olney, PE
5 Years of Experience
Pipeline Design Experience
CAD Expertise



CDBG / FEDERAL FUNDING COMPLIANCE SPECIALIST
Kathryn Floor, MS
7 Years of Experience
CDBG, Sec 3, HUD, Davis-Bacon & BABA Compliance Expertise



MUNICIPAL ADVISOR
Chris Thompson, PE
30 Years of Municipal Experience
CDBG, Davis-Bacon & BABA
Municipal Project Experience

TYLER ALLEN, PhD, PE | Principal in Charge — Experience: 18 yrs

Education: PhD, Civil Engineering-Hydraulics | BS, Civil & Environmental Engineering | Utah State University | **Registration:** Professional Engineer, UT

Tyler's professional focus has included hydraulic analysis, design, and construction of pressurized pipeline design, waterline distribution, transmission, rehabilitation, tanks, and pump stations. He also provides cost estimating for most of the projects where he serves as Project Engineer or Project Manager. As Principal in Charge, Tyler will oversee quality assurance, risk management, and major project decisions and confirm client satisfaction.

GARRICK STEPHENSON, MEng, PE | Project Manager — Experience: 10 yrs

Education: MEng, Civil & Environmental Engineering | BS, Civil Engineering | Utah State University | **Registration:** Professional Engineer, UT

Garrick's experience includes project management, engineering design, hydraulic design, and construction observation. His focus is water and wastewater infrastructure, including pressurized pipelines, water storage tanks, meter and valve vaults, storm drainage, wastewater collection systems, and wellhouses. Garrick is skilled in AutoCAD Civil 3D, AutoCAD Storm and Sanitary Analysis, and ArcGIS. Garrick will focus on effective communication with the City and the project team to ensure the City's expectations and goals are met.

MIKE CHAMBERS, MS, PE, PMP | Technical Advisor / QA — Experience: 34 yrs

Education: MS, BS – Civil & Environmental Engineering | Brigham Young University | **Registration:** Professional Engineer, UT

Mike has successfully delivered multiple large diameter water projects, including many with accelerated schedules and difficult terrain and potentially hazardous conditions. He has completed pipeline design for water districts and municipalities in Utah. Mike will ensure quality design through review of design drawings and specifications.

CHRIS THOMPSON, PE | Municipal Advisor — Experience: 30+ yrs

Education: BS, Civil Engineering | Brigham Young University | **Registration:** Professional Engineer, UT

Chris brings expertise in design, project management, and leadership in civil engineering. He has 14 years of experience as Public Works Director, and he has designed and managed drinking water, pressurized irrigation, wastewater, street, and stormwater projects, **including 4 CDBG block replacement projects,** each with budgets from $600,000 - $1 million (replacement of 4-6 blocks). Chris's experience with the municipal side of projects will benefit the City.

AARON OLNEY, PE | Project Engineer — Experience: 5 yrs

Education: BS, Civil & Environmental Engineering | Utah State University | **Registration:** Professional Engineer, UT

Aaron's expertise includes survey, planning, and design. His project experience extends to waterline design, road design, storm drainage, site grading, irrigation, sewer design, water storage tank design, and water storage pond design. Aaron brings skills in many design programs such as AutoCAD Civil 3D and ArcGIS. Aaron will prepare design drawings and specifications.

KATHRYN FLOOR, MS | CDBG / Federal Funding Compliance Specialist — Experience: 7 yrs

Education: MS, Environmental Engineering | University of California, Riverside | BS, Environmental Studies | California State University, Monterey Bay

Kathryn brings extensive experience supporting Community Development Block Grant (CDBG)-funded infrastructure projects. Through participation on federally funded infrastructure projects, **Kathryn is familiar with Davis-Bacon and Related Acts labor standards, and Build America, Buy America (BABA) provisions.**

HAL Team's Experience with CDBG and Similar Projects

Riverside North Garland Water Company | CDBG Funded System Improvements

Neil Capener | Riverside North Garland Water Company | lcapener@citilink.net | 435-237-1077

Rehabilitation of an existing well, construction of 300 linear feet of new pipeline to connect the well to the existing system, and replacement and upsizing of 3,900 feet of pipeline. HAL has coordinated with the Utah Department of Housing and Community Development to meet federal requirements for this project including environmental assessment.

Blanding City | CDBG Funded Projects

Jeremy Redd | former Blanding City Manager | citymanager@washingtonutah.gov | 435-656-6310

HAL assisted Blanding City with several water infrastructure projects using state and federal funding, including CDBG. Projects included the Blue Mountain Pipeline and several other water transmission line replacement design projects.



Murray City | Brahma Street Improvements

The City desired to replace aging storm drain and drinking water pipelines in Brahma Street. HAL designed new storm drain facilities, the **waterline replacement, and street improvements, including asphalt and curb and gutter removal and replacement, ADA, etc. The project included survey, construction drawings, bidding, and services during construction.**

Mapleton City | Highway 89 (UDOT) 12-inch Pressurized Irrigation Pipelines

HAL designed a 4,600 ft 12" PVC pressurized irrigation waterline on Highway 89 to provide additional transmission capacity. The work included design survey, geotechnical investigation, waterline design, waterline design connections to existing PI waterline mains, details on service connections, and coordination with UDOT for work within UDOT right of way.

Mapleton City | Highway 89 (UDOT) 12-inch Drinking Water Pipeline

HAL designed a 2,900 ft 12" PVC drinking water pipeline in UDOT road. The project included subsurface utility engineering, construction phasing based on available budget, and movement of service connections from the old to new pipeline.

HAL TEAM'S PIPELINE EXPERIENCE

Client	Project Description	HAL Personnel
American Fork	100 East 8" Drinking Water & Sewer Pipeline Replacements in 100 East (UDOT Right of Way)	Mike C., Tyler A., Aaron O.
Mapleton City	Hwy 89 (UDOT) 12" Drinking Water Pipeline – 2,900 ft of 12" PVC drinking water pipeline	Mike C., Aaron O.
Interstate Irrig. District	34" HDPE Pressurized Irrigation Pipeline – 10 miles of pipeline, creative use of on-site material	Mike C., Aaron O.
Mapleton City	Hwy 89 (UDOT) 12" Pressurized Irrigation Pipeline – 4,600 ft of 12" PVC PI pipe	Mike C., Aaron O.
Saratoga Springs	MVC (UDOT) 16" – 6,870 gmp drinking water pump station with 16" and 24" pipelines	Mike C., Aaron O.
Saratoga Springs	Well 7 – 8" Drinking Water and Pressurized Irrigation Pipelines – included subsurface utility eng.	Mike C., Aaron O.
Saratoga Springs	Redwood Rd (UDOT) 21" Sewer Pipeline – 5,000 ft of 21" PVC gravity sewer pipeline	Mike C., Aaron O.
Midvale City	700 West Pipeline and JVWCD Meter Vault – 2,530 ft of 20" PVC pipeline	Tyler A.
South Jordan City	Zone 7/8 Tank & 4,200 ft of 30" PVC pipeline and 4,700 ft of 18" PVC pipeline	Tyler A., Garrick S.
Midvale City	Over 20 Years, HAL has designed over 120,00 feet of pipeline ranging from 8" to 30" Diameter pipe in utility-crowded developed roads similar to this project in American Fork.	Tyler A.
Highlands Water Company	SR-167 Waterline – 2,000 ft of 16" and 1,000 ft of 10" PVC Pipeline, UDOT crossing (trenchless), creek crossing and PRV vaults.	Tyler A., Garrick S.
Highlands Water Company	Trappers Neighborhood Pipeline – 2,100 ft of 10" PVC Pipeline, 800 ft of HDPE Waterline, PRV Vault.	Tyler A., Garrick S.
South Jordan City	11800 S Zones 7 & 8 Transmission Pipeline & Meter Vault – 7,900 ft of 42" HDPE waterline, meter vault, turnout vault, and air vac vaults.	Tyler A., Garrick S.
Granger-Hunter Improvement District	Watts Well No. 18 Waterline Project – 1,200 ft of 18" PVC Waterline, 200 ft of 30 in steel casing (trenchless crossing UTA Trax)	Mike C., Garrick S.
Murray City	Winchester Waterline Trax to State Street – 1,800 ft of 12" DIP Waterline	Tyler A., Garrick S.
South Salt Lake	Waterline Replacement Projects – Over 9,800 ft of 12", 10" & 8" waterline replacement designs	Garrick S.
Lehi City	Flight Park Tank Transmission Line Phase 3 – 2,500 ft of 12" PVC Waterline and 2,300 ft of 16" DIP PI Waterline	Garrick S.

PROJECT UNDERSTANDING AND SCOPE

An existing 8-inch waterline in King Street from 100 N to 500 E has been in service beyond the end of its functional life (80+ years). Approximately 660 feet of 8-inch pipe and the asphalt road surface need to be replaced, including water service connections and fire hydrants. In addition, some, or all of the sidewalk and curb-gutter needs to be replaced. Streetlights need to be replaced and new lights installed. ADA ramps need to be added at intersections. Some tree removal may be required to accommodate the construction. The project is within City right-of-way and funded through the Community Development Block Grant program.

The engineering scope of work will include topographic survey, boundary survey, existing utility locations, preparation of construction drawings and specifications, and engineering services during bidding and construction of the project.

PROJECT SCHEDULE

JUNE 2027:

Our proposed design schedule will result in bidding the project in February with plenty of time for construction to be completed before June.

One of the critical risks to the schedule is gaining right of entry access to required properties. The City has indicated that they will need to deal with each of the homeowners regarding our work through their boundaries. Coordinating with homeowners and clearing up any misunderstandings will take some time.

HAL proposes that the survey work and **preparation of the exhibits be started immediately** at the **beginning of the project** to give the City time to acquire access right of entry from private property owners.

CDBG

The City made it clear that CDBG experience is important to this project. **Kathryn Floor has key experience with CDBC**.

The HAL team also has **Chris Thompson, former Public Works Director for Spanish Fork City**, and **Dennis Pay, former City Engineer for South Salt Lake City**, on staff and ready to provide additional help as needed. **They both have experience in this type of federal funding through their respective City work.**

OVERALL PROJECT COST

While our proposed fee may not always be the lowest, experience shows that HAL's detailed, high-quality engineering results in lower overall project costs, helping our clients use their public funds wisely. With over 52 years of experience serving municipal clients, we have repeatedly seen, and contractors have confirmed, that carefully detailed designs reduce uncertainty during bidding, minimize change orders, lead to more efficient construction, and reduce construction costs.

Please consider the following benefits of HAL's approach:

- **DETAILED DESIGN REDUCES CONSTRUCTION RISK.** HAL does not prepare "Deferred Submittal Designs," which push the design to the contractor and shifts control from the owner. Our plans are sufficiently detailed to eliminate contractor assumptions that result in higher bids and excessive change orders.
- **BETTER PLANS RESULT IN MORE COMPETITIVE BIDS.** Reputable contractors have told us that unclear or incomplete engineering forces them to carry higher contingencies. HAL's detailed designs reduce unknowns, allowing contractors to bid more confidently and competitively.
- **SENIOR-LEVEL OVERSIGHT IMPROVES OUTCOMES.** Our fees reflect greater involvement by experienced engineers and ongoing QA/QC throughout the project, providing high-quality designs and facilities.
- **LONG-TERM PERFORMANCE MATTERS.** HAL's planning and design expertise focuses not only on constructability, but on creating infrastructure that has served clients effectively for decades.
- **FEWER CHANGE ORDERS AND DELAYS.** Thorough engineering significantly reduces the potential for change order requests related to scope gaps or design omissions.

We request that quality, experience, and long-term value be given strong consideration during the selection process. For complex infrastructure projects such as this, **engineering excellence is not an added cost, it is a cost-control strategy.**

PROJECT SCHEDULE

We have evaluated the complexity of the project and prepared a projected schedule which is outlined in the table below. Our schedule is based on an understanding that the City intends to bid the project for construction to begin in the spring of 2027.

With an understanding of the City's vision of the construction schedule and a focus on a quality design that will result in the lowest project cost to the City, we created the projected schedule below. The schedule is neither aggressive nor extended; our projected schedule is realistic. This schedule will result in the creation of a quality design product.

AMERICAN FORK CITY
King Street WATERLINE REPLACEMENT PROJECT
DESIGN SCHEDULE

Task	Description	September				October				November				December				January				February			
		7	14	21	28	5	12	19	26	2	9	16	23	7	14	21	28	4	11	18	25	1	8	15	22
101	Kickoff Meeting			★		Design Kickof Meeting																			
102	Topographic Design Survey																								
103	Utility Research																								
104	Geotechnical Investigations																								
105	Create Property Exhibits							★		Property Exhibits															
106	30% Design																								
	City Review																								
107	30% Design Review Meeting			30% Design Review				★																	
108	60% Design																								
	City Review																								
109	60% Design Review Meeting						60% Design Review						★												
110	90% Design																								
	City Review																								
111	90% Design Review Meeting											90% Design Review							★						
112	100% Plans and Specifications											100% Construction Documents									★				
113	Bidding Services and Construction Services to be completed between February - May 2027																			Bidding					

★ = Key Meetings

COST PROPOSAL

Our proposed fee is firm for 120 days after the closing date of this RFP. Annual rate adjustments will occur in January of each year.

Creative Geotechnical Investigation Approach

A standard geotechnical investigation with three drilled samples, laboratory investigation and a and report costs $10,780. For a small project we took a creative approach to have City staff excavate three test pits in a locations of poor condition asphalt. Our geotechnical engineer will be on-site providing verbal feedback and an email report on the subbase soil conditions. Based on the field conditions, an assessment can be made to replace subgrade material or conduct laboratory testing (at an additional cost) to determine if the existing soils meet City subgrade standards. This will reduce the cost by $4,000.

VALUE

Our company philosophy is to provide quality engineering which results in the highest quality and lowest cost project for the City. Compared to other consultants, our fee may not be the lowest fee, but our quality approach to engineering will provide the City with lower construction bid prices and an **overall lower project cost**.

Request for Council Action
City of American Fork
September 8, 2026

DEPARTMENT: Public Works
SUBMITTED BY: Terilyn Lurker

AGENDA ITEM: Review and action on an Engineering and Design Services Contract for the Main street from Grant Ave to 200W Water Line and Infrastructure Improvement Project

SUMMARY RECOMMENDATION: Staff recommends that the City approve the Engineering and Design Services Contract for the Main Street from Grant Avenue to 200 West Water Line and Infrastructure Improvement Project (WA2026005), to be awarded to Hansen, Allen & Luce (HAL), Inc.

BACKGROUND:

The design phase of the Engineering and Design Services Contract for the Main Street from Grant Avenue to 200 West Water Line and Infrastructure Improvement Project (WA2026005) is currently included in the FY 2026 Infrastructure Improvements Budget approved by the City Council.

The Engineering Division followed the City's standard procurement process and issued a Request for Proposals (RFP) for the required engineering services through the Utah Public Procurement Place (U3P) platform.

Three (3) firms submitted proposals for the project. Following the evaluation process and based on the criteria outlined in the RFP, Hansen, Allen & Luce (HAL), Inc. was selected as the most qualified firm to provide engineering design services for the project.

The proposed agreement is the City's standard Engineering Services Agreement and has been reviewed and approved by both the City Attorney and the City Engineer.

BUDGET IMPACT: Funding for this contract is included in the approved FY 2026 budget for water and storm drainage improvement projects. The total contract amount is $151,758.34.

SUGGESTED MOTION:
Mr. Mayor, I move to approve the Engineering and Design Services Contract with Hansen, Allen & Luce (HAL), Inc. for the Main Street from Grant Avenue to 200 West Water Line and Infrastructure Improvement Project (WA2026005), as presented; authorize the City to execute all associated documents; and approve an engineering contingency in the amount of $15,200 to be administered by the City.

SUPPORTING DOCUMENTS:
Main Street Engineering and Design Services Contract.pdf

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

NOTICE TO PROCEED

Date: September 9, 2026

Project Name: Engineering Design Services and Construction Project

CDBG 11 King Street from 100 North to 500 East Water Line and Infrastructure Improvement Project

Owner: American Fork City

Bidder: Hansen, Allen & Luce, Inc.
859 W South Jordan Pkwy, Ste 200
South Jordan, UT 84095

Project Number: WA2025001

Dear Hansen, Allen & Luce, Inc.,

You are hereby notified to commence work in accordance with the Agreement dated _____.

You are required to execute the Agreement and provide all signed contract documents for this project. All work shall commence within **ten (10) calendar days** following execution of the Agreement.

The work must be **substantially completed by January 11, 2027**, with **final completion by January 25, 2027**, unless these dates are modified in accordance with the procedures outlined in the Agreement.

The scope of work includes all design services described in the Agreement, including preparation of bid documents, development of a City-approved plan set, bidding support services, and other services as specified in the Agreement.

CITY OF AMERICAN FORK

By: _____ Ben Hunter, City Engineer

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

NOTICE OF AWARD

Date: September 8, 2026

Project Name: Engineering Design Services and Construction Project

Main Street from Grant Ave to 200 West Waterline Replacement Project

Owner: American Fork City

Bidder: Hansen, Allen & Luce, Inc.
859 W South Jordan Pkwy, Ste 200
South Jordan, UT 84095

Project Number: WA2026005

American Fork City is pleased to notify you that your proposal for the **Main Street from Grant Ave to 200 West Waterline Replacement Project** has been accepted in the amount of **$151,758.34**, subject to City Council approval.

The award includes the following phases:

- **Phase I - Waterline and Stormwater Design:** $104,268.20
- **Phase II - Bidding Services:** $5,186.53
- **Phase III - Construction Management:** $42,303.61

The total contract amount shall **not exceed $151,758.34** without prior written authorization from the City.

Following City Council approval, you will be required to execute the Agreement within **ten (10) calendar days**. Failure to do so may result in forfeiture of the award and any rights arising from it.

Please return an acknowledged copy of this Notice of Award by **September 19, 2026**.

This Notice of Award does **not** authorize the commencement of work. Work may begin only after the Agreement has been fully executed and a **Notice to Proceed** has been issued by the City.

We appreciate your participation and look forward to working with you on this project.

Sincerely,

City of American Fork

By: _____ David Bunker, City Administrator

Receipt of the NOTICE OF AWARD is hereby acknowledged by:

this the_____day of _____ , 2026.

By _____

Title _____

AGREEMENT FOR ENGINEERING SERVICES

Main Street
WATERLINE REPLACEMENT PROJECT
(Grant Avenue to 200 West)

This Engineering Services Agreement (hereinafter referred to as "Agreement") is entered into this __08__ day of _September_, 2026_ by and between _Hansen, Allen & Luce, Inc. (HAL), with its principal place of business at 859 W South Jordan Pkwy, Ste 200 South Jordan, UT 84095 (hereinafter referred to as "Engineer"), and American Fork City, a municipal corporation with its principal place of business at 51 East Main Street, American Fork, Utah 84003 (hereinafter referred to as "City") (collectively referred to herein as the "Parties").

RECITALS

WHEREAS, Engineer is engaged in the business and profession of engineering services; and

WHEREAS, City desires to contract with Engineer for certain professional engineering services for this project scope of services and payment of services being identified and agreed to in the **Main Street** Waterline Replacement Project Request for Proposals (the "Project RFP") attached hereto as Exhibit A and as more specifically outlined in this Agreement; and

WHEREAS Engineer has submitted to the City and the City has reviewed Engineer's Scope of Services response to the Project RFP a copy of which is attached hereto as Exhibit B (the "Engineer's Proposal"); and

WHEREAS, Engineer has the necessary expertise and experience to perform the said engineering services for City and Engineer and is properly qualified and licensed in the State of Utah; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. Term; Termination.

a. The term of this Agreement shall be from the Effective Date of this Agreement through Project Completion. "Project Completion" occurs when all deliverables outlined in the Engineer's Proposal are completed to the satisfaction of the City. The "Effective Date" shall be the date upon which all parties sign the Agreement.

b. Notwithstanding anything contrary contained herein, City may immediately terminate this Agreement for cause including material breach, ethical

violations, or licensing issues. City may terminate this Agreement at any time, not constituting cause by giving Engineer thirty (30) days' written notice in accordance with the notice provisions set forth herein. Upon receipt of such notice, Engineer shall cease all Services undertaken hereunder, except as may be necessary to provide for an orderly transition of such Services.

c. Engineer may terminate this Agreement at any time with thirty (30) days' written notice to City in accordance with the notice provisions set forth herein. Upon termination by Engineer, City shall not be obligated to make payment for any Services not completed, in full, by Engineer.

d. Upon termination of this Agreement, Engineer shall provide a final invoice to City, showing all costs incurred but unpaid, and the City shall pay within 30 days such costs, as shown therein unless disputed. Before City pays the final invoice, the Engineer shall deliver all files reports, and other materials concerning services provided, maintained or controlled by Engineer, subject to all applicable federal and state law.

2. Scope of Services. The scope of services pursuant to this Agreement shall be limited to professional and technical engineering services. Specific services shall be as set forth in the Request for Proposals attached hereto as Exhibit A.

a. All Services shall be performed in accordance with City standards, ordinances and all applicable federal and state law.

b. If the terms of this Agreement conflict or are contrary to the terms outlined in the Project RFP or Engineer's Proposal, this Agreement shall control.

3. Compensation. In consideration of the services provided to City by Engineer, City shall pay Engineer for Services rendered in accordance with this Agreement in an amount not to exceed **$151,758.34** as set forth in the Fee Scheduled attached hereto as Exhibit C.

4. Invoice; Payment.

a. For Services rendered hereunder, Engineer shall invoice City monthly for Services provided in accordance with this Agreement. Engineer shall submit monthly invoices to City showing the Services completed and the amount of compensation due. Engineer shall submit invoices for Services done in a timely manner. City shall not be required to pay for Services that are invoiced more than 120 days after it was performed.

b. City shall pay Engineer through Automated Clearing House (ACH) payments. Engineer shall complete the ACH request form furnished by the City to authorize payment. Any other method of payment must be approved by the City and negotiated before payment is requested.

c. Payment of undisputed amounts shall be due and payable thirty (30) days after the City's receipt of the invoice.

d. In the event amounts are not paid in full within thirty (30) days of City's receipt of the invoice, City agrees to pay interest at the rate of one percent (1.0%) per month on any and all unpaid balance of services, costs, and expenses.

e. In the event an amount is disputed, City shall notify Engineer in writing of its dispute within thirty (30) days. The Parties shall make a good faith effort to resolve the disputed amount. If correspondence does not resolve the dispute, the Parties or their

respective representatives shall meet in person on at least one occasion and attempt to resolve the matter prior to pursuing litigation.

5. Relationship of Parties.

Engineer, its agents, and employees shall be an independent contractor performing professional and technical engineering services for the City. Nothing contained in this Agreement shall be construed to create a relationship of employer and employee, master and servant, principal and agent, or partners or co-venturers between City and Engineer. As independent contractors, Engineer, its agents, and employees shall not qualify for or receive any employee benefits from the City, including but not limited to, leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to City employees.

6. Employees and Subcontractors.

Engineer shall be solely responsible for the payment of wages, salary or benefits to any and all employees or contractors retained by Engineer in the performance of the Services under this Agreement. Engineer agrees to indemnify, defend and hold harmless City from any and all claims that may arise from the Engineer's relationship to its employees and subcontractors.

7. Standard of Performance; Licenses.

Engineer agrees and represents that it has the personnel, experience, and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Engineer shall perform the Services described herein in accordance with the standard of care required for the performance of engineering services. Further, Engineer shall maintain all required licenses, including without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Engineer shall require and ensure that all of Engineer's employees and subcontractors maintain all required licenses, including without limitation, all necessary professional and business licenses.

8. Professional Liability Insurance.

Engineer shall maintain, at its sole expense, professional liability insurance (errors and omissions) with limits of not less than $2,000,000 per claim and $2,000,000 in the aggregate, covering any negligent acts, errors, or omissions arising out of or related to the performance of this Agreement. Such coverage shall be maintained for the duration of the Agreement and for a period of not less than one (1) year after final completion of the services.

9. Other Insurance.

Without limiting any indemnity or other obligations of Engineer hereunder, Engineer shall, prior to providing Engineering Services, secure and continuously thereafter (throughout the term of this Agreement) carry with insurers the following insurance coverage in policies and shall furnish proof thereof satisfactory to City promptly when requested:

Worker's Compensation Insurance and Employer's liability Statutory amount

- General Liability $1,000,000/$2,000,000

- Umbrella Liability $1,000,000
- Automobile Liability $1,000,000

The general liability, umbrella, and automobile liability policies shall include provisions or endorsements naming City as an additional insured.

10. Indemnification.
Engineer specifically and expressly agrees to indemnify and save and hold harmless the City (including, without limitation, its elected and appointed officers, employees, successors, and assigns) from and against any and all demands, liabilities, claims, damages, actions, attorney fees or other cost incurred by the City and/or proceedings in law or equity (including reasonable attorneys' fees and costs of suit), to the extent caused by or resulting from any negligence, gross negligence, intentional misconduct, or under any other actionable fault of Engineer (including, without limitation, its employees, agents, subcontractors, or consultants) in the performance or failure of performance of the Services provided, or to be provided, hereunder. Nothing herein shall, however, require Engineer to indemnify, and/or save or hold harmless City or its elected or appointed officers, employees, successors, or assigns with respect to (a) the negligence, intentional misconduct, or other actionable fault of City or its elected or appointed officers, employees, successors, or assigns, or of the agents or consultants of City other than Engineer; or (b) any demand, liability, claim, damage, action, and/or proceeding not related to the Services provided, or to be provided, by Engineer hereunder.

11. Time is of the Essence; Liquidated Damages.
City and Engineer agree that time is of the essences and that, in the case of Engineer's failure to complete this Agreement within the time specified and agreed upon, City will be damaged thereby; and because it is difficult to definitely ascertain and prove the amount of such damages, it is hereby agreed that the amount of such damages shall be the liquidated sum of One Hundred Dollars ($100.00) per calendar day for each day's delay in completing this Agreement in excess of the number of working days prescribed; and Engineer hereby agrees that said sum shall be deducted from amounts due the Engineer under the Agreement or, if no amount is due, Engineer hereby agrees to pay to City as liquidated damages such total sum as shall be due for such delay, computed as aforesaid.

12 Notice.
All notices under this Agreement will be in writing and will be deemed to have been duly given if delivered personally or by a nationally recognized courier service or mailed by registered or certified national mail service, return receipt requested, postage prepaid, to the Parties at the addresses set forth below. All notices under this Agreement that are addressed as provided in this Section. If delivered personally or by nationally recognized courier service, notice will be deemed given upon delivery. If delivered by mail in the manner described above, notice will be deemed given on the date received by the recipient as reflected in the return receipt. All notices shall be directed to the Parties hereto as follows:

CITY:

American Fork City
Attn: City Administrator
51 East Main Street
American Fork, Utah 84003
Phone: (801) 763-3000

With a copy to (which shall not constitute notice):

American Fork City Public Works
Attn: Public Works Director
275 East 200 North
American Fork, Utah 84003
Phone: (801) 763-3060

ENGINEER:

Hansen, Allen & Luce, Inc. (HAL)
859 W South Jordan Pkwy, Ste 200
South Jordan, UT 84095

13. Ownership.
All Services, work product and deliverables produced under this Agreement shall remain the exclusive property and shall inure to the benefit of City as work for hire. Engineer shall not use, sell, disclose or obtain any other compensation for such work for hire. In addition, Engineer may not, with regard to all Services, work, work product, deliverables or work for hire required by this Agreement, apply for in its name or otherwise, any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of City.

14. Waiver.
Unless otherwise indicated herein, failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall not constitute a waiver of any such breach of any other covenant, agreement, term, or condition. Any party, by notice delivered in the manner provided in this Agreement, may, but shall be under no obligation to waive any of its rights and any conditions to its obligation hereunder, or any duty, obligation, or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement, but each and every covenant, agreement, term, and condition shall continue in full force with respect to any other then existing or

subsequently occurring breach. To be effective a waiver must be signed by both Parties hereto.

15. Compliance with Laws and Policies.
In the performance of their obligations hereunder, the Parties shall obey and abide by all applicable laws, rules and regulations, and with all applicable ordinances, policies and procedures. Both Parties shall abide by all applicable federal and state laws, rules, regulations, and executive orders pertaining to equal employment opportunity; pursuant thereto, shall assure that no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from employment with, participation in, be denied the benefits of or be otherwise subjected to discrimination under, any program or activity performed under this Agreement; and to promptly take appropriate steps to correct any deficiency that may be found to occur in compliance with such laws and rules.

16. Rights and Remedies.
The rights and remedies of any of the Parties hereto shall not be exclusive. In general, the respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to or shall limit or affect any rights at law or by statute or otherwise of any party aggrieved as against the other party for a breach or threatened breach of any provisions hereof, it being the intention of this Section to make clear the agreement of the Parties that the respective rights and obligations of the Parties hereunder shall be enforceable in equity as well as to law or otherwise.

17. Entire Agreement.
This Agreement and the exhibits attached hereto constitute the entire agreement between the Parties on the subject matter covered herein and this Agreement supersedes any and all prior agreements between the Parties related to the services. The Parties represent and acknowledge that they have not relied on any statements or promises of any kind other than those specifically set forth in this Agreement.

18. Amendments.
This Agreement may only be amended in writing signed by each of the Parties hereto. If, as the result of legislative action or rule-making, any of the provisions of this Agreement becomes inconsistent with Utah law, the Parties will promptly meet to negotiate in good faith such amendments as may be necessary to comply with Utah law.

19. Force Majeure.
Neither City nor Engineer shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

20. Section Headings.
The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

21. Severability.
In any provision of this Agreement shall be held or deemed to be, or shall in fact be, invalid, inoperative or unenforceable to any extent, the remainder of this Agreement shall not be impaired and shall be enforced to the fullest extent permitted by law.

22. Counterparts.
This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, but all of which together shall constitute one instrument.

23. Choice of Law.
The interpretation of this Agreement and any claim or controversy arising out of or related to this Agreement shall be governed by the laws of the State of Utah. Jurisdiction and venue for the enforcement of this Agreement shall be found exclusively in the courts of Utah County, State of Utah. Each of the Parties irrevocably submits to the exclusive jurisdiction of such courts in any proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of any proceeding shall be heard and determined only in any such court and agrees not to bring any proceeding arising out of or relating to this Agreement in any other court.

24. Confidentiality and Data Privacy.
Any confidential information provided to or developed by the Engineer in the performance of this Agreement shall be kept confidential and shall not be revealed or made available to any person by the Consultant without the prior written approval of the City. This provision shall survive any termination of this Agreement. Engineer agrees to abide by and comply with any applicable federal, state or local laws, rules, regulations of policies requiring data security and privacy.

If applicable, Engineer is required to comply with the requirements of Utah Code § 63A-19-101 et seq. Government Data Privacy Act including but not limited to Utah Code § 63A-19-401.4 requiring the Engineer to handle any personal data processed or accessed by Engineer to the same extent as the City.

Engineer also understands and agrees City is subject to the Government Records Access and Management Act, Title 63G, Chapter 2 of the Utah Code ("GRAMA"), and City cannot guarantee that any information or any document or record provided to City by Engineer will not be subject to disclosure unless it is properly classified as a "protected record" under GRAMA based upon a written claim of business confidentiality under Utah Code Ann. §§ 63G-2-305 and -309 and other provisions of GRAMA. For any record provided by Engineer to City to be classified as a "protected record", Engineer must provide a written claim of business confidentiality and a concise statement of reasons and justifications supporting the claim of business confidentiality with the record when it is first submitted by Engineer to City and, if not so provided, any claim to protected record status may be deemed to have been waived and relinquished by Engineer.

25. Assignment.
This Agreement may not be assigned by either party without the written consent of the other party. If consent to an assignment is obtained, this Agreement is binding on the successors and assigns of the Parties to this Agreement.

26. Attorney Fees; Costs.
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.

27. Authority.
The individual(s) executing this Agreement on behalf of, or as a representative for a corporation or other person, firm, partnership or government entity, represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of the corporation, person, firm, partnership or government entity and that this Agreement is binding upon the entity in accordance with its terms.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date.

ENGINEER

_____
By:_____
Its:_____
Date:_____

AMERICAN FORK CITY

_____
Bradley J. Frost, Mayor

Date:_____

ATTEST:

_____
City Recorder

EXHIBIT A

RFP

REQUEST FOR PROPOSALS

American Fork City

Engineering and Design Services

Main Street from Grant Ave to 200 West Waterline Replacement Project

RFP # WA 2026005

Date of Issue: August 2026

Department of Public Works
Engineering Division

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I. INTRODUCTION

American Fork City Public Works, Engineering Division, "City" is soliciting proposals from qualified firm(s) "Proposer" to provide engineering, design, bidding, and construction management to replace the existing 8" waterline in Main Street (State Route 89) between Grant Ave and 200 West, known as the MainStreet from Grant Ave to 200W Waterline Replacement Project.

DESCRIPTION OF WORK: The project consists of installing approximately 3,000 linear feet of 8-inch C900 PVC waterline along the north side of Main Street from Grant Avenue to 200 West, including connections to all existing side-street waterlines within the project limits. The project also includes waterline extensions of approximately 100 feet north and 160 feet south at 100 East, with tie-ins to the existing water distribution system.

The scope of work includes all engineering, surveying, utility coordination, permitting, traffic control planning, public involvement, design, bidding support, and construction administration services necessary to develop and deliver a complete, fully operational municipal water system improvement project. The scope of work is listed in Section II. This includes, but is not limited to:

- Waterline Design: Detailed engineering and hydraulic evaluation of anticipated 8" pipe replacement, comprehensive site plan, profile design, tie ins, and progress meetings.
- Streetlight conduit/wire installation on both sides of Main Street within project area.
- Bid Support: Pre-bid conference agenda, attendance, and review bids.
- Construction Management: Project observation and engineering support & UDOT inspection, reporting and compliance.

SITE OF WORK: The site of the Work is located on Main Street from Grant Avenue to 200 W, in American Fork, Utah 84003. The Work includes installation of a new drinking water line and associated tie-ins to the existing water system, extending approximately 100 -160 feet north and south of 100 E (SR-74).

08/13/2026	Ben Hunter
Date	Ben Hunter, City Engineer
08/13/2026	Sam Kelly
Date	Sam Kelly, Public Works Director

PROJECTED SCHEDULE FOR THE RFP PROCESS

The anticipated schedule is as follows. American Fork City reserves the right to modify the following schedule at their discretion. Any change to the Proposal Due Date will be updated on Utah Public Procurement Place U3P,

Activity	Date (Local Time)
Post online	By 8/13/2026
Mandatory Pre- Proposal meeting	8/19/2026 at 3:00 PM
Final Day to Submit Questions	8/26/2026 @12:00 pm
Proposal Due Date	9/1/2026 @ 12:00 pm
Notice of Intent to Award	By 9/4/2026
City Council Acceptance of Award	9/8/2026

II. SCOPE OF WORK AND TASKS TO BE COMPLETED

A. The City has divided the project into three (3) phases:

1. **Waterline and Storm Drain Design**

This phase includes, but is not limited to, the following services:

a. Survey and Field Investigation
   - Provide a boundary and topographic survey of the project area, including property lines, rights-of-way, easements, existing water valves, fire hydrants, utility structures, utility markings, storm drain facilities, sanitary sewer facilities, curb and gutter, sidewalks, pavement features, driveways, landscaping, trees, streetlights, mailboxes, fences, buildings, and other improvements that may affect the project design.
   - The survey shall provide sufficient horizontal and vertical control to support engineering design and preparation of construction documents.
   - Utility potholing required under this RFP shall be coordinated with the City. The City will perform the excavation, while the Consultant shall obtain field measurements, document findings, verify utility locations, and incorporate the information into the project design.

b. Waterline Design
   - Perform detailed engineering and hydraulic evaluations for the replacement of the existing 8-inch waterline (including all side-streets).
   - Design all required water main improvements, including water main connections, service laterals, valves, fire hydrants, utility crossings, tie-ins, and appurtenances (including all side-streets).

c. Storm Drain Review and Design
   - Evaluate and design storm drain improvements along Main Street at the following locations:
     - 200 West
     - 100 West
     - Church Street

- Center Street
- 100 East

- The storm drain system is jointly owned by the City and UDOT.
- Assess existing storm drain inlets, structures, and pipelines for upgrade, rehabilitation, or replacement due to age and deteriorated condition.

d. Construction Documents
   - Prepare a comprehensive plan set illustrating proposed and existing water main facilities, service laterals, valves, fire hydrants, wet and dry utilities, sidewalk replacements and spot repairs, curb and gutter improvements, storm drain improvements, tree removals, streetlight conduit improvements (to be coordinated with the City's contractor), and other pertinent site features and infrastructure.
   - Prepare waterline and storm drain profile sheets showing pothole information, utility crossings, utility conflicts, utility loop configurations, tie-in locations, service connections, and other information necessary for design and construction.
   - Design roadway pavement restoration and striping in accordance with applicable UDOT and City standards.
e. Project Coordination and Meetings
   - Conduct a pre-design kickoff meeting.
   - Conduct weekly design progress meetings throughout the design phase.
   - Prepare and attend project review meetings at the 30%, 60%, and final design milestones.
   - Conduct comment resolution meetings following each design submittal (30%, 60%, and final) to review and address City and agency comments and document resulting revisions to the project.
f. Deliverables:
   - Construction drawings:
     - Cover Sheet, Title Sheet, Index, Project Location Map, General Notes, Abbreviations, and Symbols
     - Traffic Control Plan (TCP)
     - Demolition and Site Plan Sheets
     - Plan and Profile Sheets
     - Detail Sheets
     - A single-page exhibit map identifying impacted properties per property and any areas requiring contractor access through Right-of-Entry (ROE) agreements per property, as applicable.
   - Special Provision technical specifications. Measurement & Payment and other Construction Specifications to be coordinated with the Proposer for bid items and provided by the City.
   - Prepare typical roadway and curb-and-gutter sections in accordance with current UDOT standards, including pavement section details and UDOT backfill and pavement restoration

requirements.
- Prepare and submit an Engineer's Opinion of Probable Construction Cost (OPCC) at the 30%, 60%, and final design milestones. Each OPCC shall include itemized quantities, unit prices, and estimated construction costs based on the available design information and current market conditions.
- Prepare and obtain all required permitting documentation and agency approvals, as applicable (DDW, UDOT, etc.), including but not limited to traffic control plan (TCP) preparation and approval, UDOT-approved watermarked plan sets, permit submittals, responses to agency comments, and related coordination efforts.
- Provide all project documents in electronic format, including: Searchable PDF files, Editable native files, CAD drawings and associated reference files.

2. **Project Bidding.** This phase includes, but is not limited to:
   a. Support for bidding for the waterline project.
      - RFI response or bidder question response
      - Pre-bid conference agenda and attendance
      - Review of bid documents and provide a recommendation of award
   b. Deliverables: Pre-bid conference agenda, bidder question and response log, recommendation of award memorandum, Meeting notes and minutes.
3. **Project Construction Management.** This phase includes, but is not limited to:
   a. Construction coordination with contractor and City
   b. Project observation and engineering support (the City will be the primary inspectors for the project)
   c. Inspection services required by UDOT are anticipated to require approximately 4 hours per week, subject to adjustment based on project needs (including preparing field/inspection reports, etc.).
   d. Pre-construction Meeting and Progress meeting(s).
      - Progress meeting attendance is anticipated to be weekly. However, this will be on a as needed basis.
   e. Deliverables: Field/Meeting notes/minutes (weekly).

B. Risk Assessment and Mitigation Strategy: Proposers shall include a brief risk assessment identifying potential challenges specific to waterline replacement on an open road, UDOT traffic coordination, and construction in the proposed location. This should include, but is not limited to, utility uncertainties, permitting delays, site access issues, and coordination with other agencies. Proposers shall also outline proposed mitigation strategies to address these risks and ensure project continuity.

C. All deliverables, submittals, payment documentation, reports, and associated files shall be submitted in both searchable PDF and editable native electronic formats. Submissions are required at the 30%, 60%, and final completion milestones. All documents will be reviewed by the City Inspector, Engineering staff, Superintendent, City Engineer, and Public Works Director. It is expected that all feedback be incorporated accurately and efficiently.

III. TERM OF AGREEMENT

The term of the agreement is from execution of a written agreement through completion of the projects design with the possibility to extend into construction. The City may negotiate

unit prices for future areas based on actual work being performed.

IV. PRE-PROPOSAL CONFERENCE

Interested Proposers are required to attend the pre-proposal meeting to discuss the project and to ask questions about this RFP. Only bids from Proposers who attend the pre-proposal conference will be opened and considered for award. It will be held in-person at the American Fork City Hall Main Council Room (31 Church St, American Fork, UT 84003.)

V. PRICING/COSTS/FEES

A. Engineering design and estimate services will be bid and paid for by time and materials with a total not-to-exceed price for this project.

VI. PROPOSAL FORMAT

All proposals shall be formatted according to the following specifications:

A. Content and Page Limit:
    a. Proposals shall include three labeled sections:
        1. Project Team/Experience (include references for previous projects)
        2. Project Understanding and Scope
        3. Project Cost, Fees and Schedule
    b. Entire Proposals pages are limited to a maximum of Eight (8) letter size pages. The schedule sheet may be 11x17 if needed for readability. The font size shall be no smaller than size 12.
    c. Summary letter and resumes are included in the page count.
    d. Provide proposed Pricing/Cost/Fees schedule in one-page (letter or 11x17) document.
        1. Proposers shall provide a detailed breakdown of all proposed pricing, costs, and fees for each of the three project phases (Phases 1 through 3) described in Section II. The cost breakdown shall be clearly identified by phase and presented in a format consistent with the example provided in this solicitation.

B. Proposal Submission: Proposals shall be submitted electronically via the U3P/Euna platform. Each proposer shall submit a single consolidated proposal file through the Euna system by the specified deadline.

C. There is a hard 8-page limit. One page may be 11"x17". There are no restrictions for the content of the 11"x17" page.

VII. PROPOSAL SUBMISSION

By submitting a proposal to this RFP, Proposer understands and agrees to the following:

A. RFP Cancellation: This RFP may be cancelled at any time prior to the execution of a written agreement if deemed in the best interests of the City. This includes cancellation of the RFP after an award has been made, but prior to the execution of a written contract. Proposer is not entitled to recover any costs related to the preparation of the proposal due to cancellation of the RFP or withdrawal of an award prior to the execution of a written agreement.

B. Firm Pricing: All prices, quotes, or proposals are to remain firm for 120 days after the closing date, unless a different period is stated in the City's RFP. Any proposal that does not offer to remain firm for the required period may be considered non-responsive.

C. Costs: Proposers bear all costs and expenses related to this RFP including, but not limited to, preparation and delivery of the proposal, attending the pre-proposal conference, and if required attending an interview.
D. Licensing: All applicable federal, state, and local licenses must be acquired before the contract is entered into between the City and the selected respondent. Licenses must be maintained throughout the entire contract period. Persons doing business as an Individual, Association, Partnership, Corporation, or otherwise shall be registered with the Utah State Division of Corporations and Commercial Code. NOTE: Forms and information on registration may be obtained by calling (801) 530-4849 or toll free at (877) 526-3994, or by accessing: commerce.utah.gov.
E. Changes or Modifications: Any changes or modification to the RFP will be made by written addendum. Proposers submitting a proposal based on any information other than that contained in City's RFP and any addenda, do so at their own risk.
F. Receiving Proposals: Engineering Division Selection Committee will administer receipt and opening of all proposals. Proposals will be held, unopened, in the same condition as received if delivered prior to the date and closing time designated in the RFP. After the closing time, only the identity of each Proposer will be made public. If only one proposal is received in response to the City's RFP, the Engineering Division, may recommend an award of a contract to the single Proposer if the conditions cited above are met. Alternatively, the Engineering Division may re-solicit for the purpose of obtaining additional proposals.
G. Modifying or Withdrawing Proposals: Proposer may modify or withdraw their proposals at any time prior to the closing time. Requests to modify a proposal before the closing time shall be done using U3P/Euna/ https://utah.bonfirehub.com/projects
H. Rejection of Proposals: Any proposal containing significant deviations from the specifications of the RFP shall be considered non-responsive and may be rejected in whole or in part.
I. Protests: A protest regarding the RFP document shall be submitted in writing prior to the RFP closing date. All other protests shall be submitted in writing within five (5) business days after notification of the award has been sent. A protestor may file only one (1) protest after the RFP closing date. Protest letters shall specifically and completely state the facts that the protestor believes constitute error in the RFP document or the award.
J. Free and Competitive Selection: Any agreement or collusion among prospective Proposers to fix a price or limit competition shall render the proposals void, and such conduct is unlawful and subject to criminal sanction. Proposer certifies that not anyone in its firm or company has either directly or indirectly restrained free and competitive selection, participated in any collusion, or otherwise taken any action unauthorized by City Purchasing Ordinances or applicable laws.
K. Reasonable Accommodations: Reasonable accommodations for qualified disabled individuals may be provided upon receipt of a request with five working days' notice. Please contact Public Works Engineering Office, 275 East 200 North, American Fork, Utah 84003, (801) 763-3060. TTY users shall call 711.

VIII. EVALUATION AND SCORING CRITERIA

Proposals will be evaluated and ranked by the Selection Committee in accordance with the evaluation criteria outlined in this solicitation. Based on the evaluation, the

Committee will establish a ranking of proposers. The Committee may invite the highest-ranked proposer(s) to participate in interviews and/or demonstrations to clarify and verify information contained in the proposal. Following the interviews and/or demonstrations, the Committee may adjust the rankings as appropriate. A recommendation for award will then be submitted to the appropriate signing authority for review and approval.
The ranking of proposals will be based on the following evaluation criteria and their respective weighting percentages:

Criteria	Description	Max Points
1. Project Team/Experience	Demonstrated expertise in culinary pipe design and construction. Evaluation includes relevant project history, successful prior work with the City, and qualifications of the proposed project team. Provide an organizational chart identifying the proposed project team and each team member's role and responsibilities for this project. Include a brief description of the team's experience with similar projects (resumes should not be submitted). In addition, provide a minimum of three (3) recently completed projects of similar scope and complexity that were managed by the proposed Project team. For each project, include: • Project name and location • Brief project description • Project budget or construction value (if applicable) • Reference contact name • Organization • Phone number • Email address The Owner reserves the right to contact references provided by the Consultant as part of the evaluation process.	40
2. Project Understanding and Scope	Describe your understanding of the project scope as presented in this RFP. Rather than reiterating standard industry practices, focus on project-specific challenges, opportunities, and considerations unique to this project. The discussion should demonstrate the Consultant's understanding of the technical, operational, and construction-related aspects of the project, including but not limited to: • Traffic control and maintenance of traffic on Main Street during construction. • Maintaining access to adjacent businesses, properties, and driveways throughout construction. • Coordination with UDOT for work within or adjacent to state right-of-way. • Methods for transferring and reconnecting existing water services with minimal disruption to customers. • Approaches for maintaining continuous water service	30

Criteria	Description	Max Points
	during construction, including the use of temporary services, line stops, or phased tie-ins. • Utility conflict identification and coordination. • Construction phasing and sequencing to minimize impacts to the traveling public and local businesses. • Strategies for public outreach and stakeholder communication. Additionally, describe any unique practices, innovative approaches, or specialized experience your firm would bring to successfully deliver this project.	
3. Project Cost, Fees and schedule	Provide a detailed fee proposal identifying the hourly rates, estimated labor hours, and total costs associated with each task identified in Section V. All hourly rates and fees shall be fully burdened and include all costs necessary to complete the work, including but not limited to travel, lodging, mobilization, traffic control, meeting attendance, project management, report preparation, printing, and other project-related expenses. In addition, provide a project schedule showing the anticipated completion dates for major tasks, deliverables, and project milestones. The schedule shall demonstrate the Proposer's ability to complete the requested services within the timelines and service expectations outlined in the Scope of Work. The fee proposal shall include any assumptions, exclusions, and optional services. No compensation beyond the approved contract amount will be provided unless authorized in writing by the City through a formally executed contract amendment. The Consultant shall be responsible for furnishing all labor, materials, equipment, coordination, and incidental services necessary to complete the work in accordance with the requirements of this solicitation.	30
Total Possible Points		**100**

Main Street from Grant Ave to 200 W Waterline
Project Map



DW: Drinking Water

: Proposed 8"Waterline

Exhibit B
Engineer's Proposal

HANSEN ALLEN & LUCE inc
ENGINEERS

SALT LAKE AREA OFFICE
859 W South Jordan Pkwy, Ste 200
South Jordan, Utah 84095
Phone: (801) 566-5599
www.HALengineers.com

American Fork City September 1, 2026

Electronic submittal via U3P

RE: Proposal for Professional Engineering and Design Services
Main Street: 200 West to Grant Ave Waterline Replacement Project (RFP # WA 2026005)

Dear Selection Committee:

Hansen, Allen & Luce, Inc. (HAL) appreciates this opportunity to provide engineering for the Main St project. Working with our highly qualified analysis and design team, American Fork City will benefit from:

- **A Relationship with the City's Project Team. Garrick Stephenson, PE** - Project Manager, **Aaron Olney, PE** - Design Engineer, and **Tyler Allen, PE** – Principal will be responsive in listening to and addressing the City's needs. The City will benefit from HAL's experience in finding creative solutions for the City to technical, political, and social challenges.
- **Specific Successful Experience.** We recently completed two pipelines in a busy UDOT road in Mapleton City and one in American Fork City where we received positive feedback:
  - Seth Barrus, PE Mapleton City Assistant City Engineer: *"With as good a job as HAL did on the design and construction assistance, I'll give a great reference to whomever you're proposing work for."*
  - Skyler Fullmer, Newman Construction Project Manager: *"The Hansen, Allen & Luce engineering design for the Mapleton Pipeline Project was high quality. The level of detail of their design enabled us to submit a low bid thus saving the City money on the project."*
- **Keys to Success:** A highly visible project with a massive traffic pattern will require creative thinking. We will focus on the following key issues:

  1. Minimize Impacts to Traffic 2. Constructible Design 3. Maintain Business Access
- **Proven Pipeline Experience in UDOT Roads.** The HAL team recently completed four similar pipeline projects for American Fork City, Mapleton City, and Saratoga Springs in UDOT roads with traffic control challenges.
- **Staff Availability and Schedule**. HAL is committed to the City and this project. *Our experienced team is available and ready* to design this project for construction in 2027.
- **Exceptional Client Service.** HAL approaches each project with a "How can I help?" intended to make the process as easy as possible for our clients. *We appreciate the opportunity to submit to team with American Fork staff to produce a successful project for your City.*

We look forward to serving American Fork.

Sincerely,

HANSEN, ALLEN & LUCE, INC.

Tyler Allen, PhD, PE
Chief Operating Officer

PROJECT TEAM / EXPERIENCE

Established in 1974, Hansen, Allen & Luce (HAL) has been serving the engineering needs of the water community for over 50 years, working for over 500 clients on thousands of projects. HAL specializes in municipal water engineering, pipelines, drinking water compliance, hydraulic modeling, water rights, sewer, and stormwater. Our subconsultant Flint Land Surveying is an essential part of our team and has worked with us for more than 10 years.



Garrick Stephenson, MEng, MS, PE | Project Manager Experience: **10 yrs**

Education: MEng, Civil & Environmental Engineering | BS, Civil Engineering | Utah State University
Registration: Professional Engineer, UT

Garrick's experience includes project management, engineering design, hydraulic design, and construction observation. His focus is water and wastewater infrastructure, including pressurized pipelines, water storage tanks, meter and valve vaults, storm drainage, wastewater collection systems, and wellhouses. Garrick is skilled in AutoCAD Civil 3D, AutoCAD Storm and Sanitary Analysis, and ArcGIS. Garrick will focus on effective communication with the City and the project team to ensure the City's expectations and goals are met.

Related Project Experience:

- **Granger-Hunter Improvement District** | Watts Well No. 18 Waterline Project: 1,200 ft of 18" PVC, 200 ft of 30" Steel Casing, UTA Trax crossing
- **Highlands Water Company** | SR-167 Waterline: 3,000 ft of 16" and 10" PVC, **UDOT crossing (trenchless)**
- **Highlands Water Company** | Trappers Neighborhood Pipeline: 2,100 ft of 10" PVC, 800 ft of 12" HDPE
- **Lehi City** | Flight Park Tank Transmission Line - Phase 3: 2,500 ft of 12", 2,300 ft of 16" DIP
- **Murray City** | Winchester Waterline Trax to State Street: 1,800 ft of 12" DIP, UTA and **UDOT coordination**
- **South Jordan** | 11800 South Zones 7 & 8 Transmission Pipeline & Meter Vault: 7,900 ft of 42" HDPE, meter vault, turnout vault and air-vac vaults
- **South Salt Lake** | Waterline Replacements Projects: Over 9,800 ft of 12", 10" & 8" waterline replacement designs
- **Springville City** | Main Street Waterline Replacement: Approximately 12,400 ft of 16", 12", & 8" PVC **in UDOT right-of-way**

Tyler Allen, PhD, PE | Principal in Charge Experience: **18 yrs**

Education: PhD, Civil Engineering-Hydraulics | BS, Civil & Environmental Engineering | Utah State University
Registration: Professional Engineer, UT

Tyler's focus has included hydraulic analysis, design, cost estimating, and construction support of pipelines, waterline distribution, transmission, rehabilitation, storage tanks, and pump stations. His work on American Fork's 100 East Pipeline Replacements

project gives him direct familiarity with City needs. Tyler will provide executive oversight, support major technical and scope decisions, and help ensure that the project receives the staff and resources needed to meet the City's objectives.

Tyler's Related Project Experience:

- **American Fork** | 100 East Drinking Water & Sewer Replacements| 2,900 ft, 8-inch PVC water & 1,500 ft, 8-inch sewer pipes
- **Midvale** | 700 West Pipeline and JVWCD Meter Vault: 20-inch WSP and PVC Pipeline
- **Riverton** | 13400 S Bangerter Hwy Drinking Water and PI Realignment: 18-inch DIP & HDPE
- **South Jordan** | Zone 7/8 Tank, Pipeline, and JVWCD Vault 36-inch DIP
- **South Jordan** | 10400 S. and Bangerter Pipeline Realignment: 30-inch DIP and HDPE
- **Kearns Improvement District** | 5MG, Zone E, and Zone D Tank/Vaults and Transmission Lines: 18-inch to 30-inch DIP
- **Taylorsville-Bennion Improvement District** | 24-inch Transmission Pipelines
- **Jordan Valley Water Conservancy District** | 2022-23 Vault Improvements
- **Jordan Valley Water Conservancy District** | 2023-24 Vault Improvements

Mike Chambers, MS, PE, PMP | Technical Advisor / QA Experience: **34 yrs**

Education: MS, BS – Civil & Environmental Engineering | Brigham Young University
Registration: Professional Engineer, UT

Mike has delivered large-diameter pipeline water projects through alignment studies, property and easement coordination, final design, and construction support for clients throughout Utah. His experience includes accelerated schedules, difficult terrain, and constrained rights-of-way. As Technical Advisor and Quality Assurance Reviewer, Mike will provide independent reviews of alignment, hydraulics, constructability, risk, design details, specifications, cost, and construction sequencing at key milestones.

Mike's Related Project Experience:

- **American Fork** | 100 East Drinking Water & Sewer Replacements| 2,900 ft, 8-inch PVC water & 1,500 ft, 8-inch sewer pipes
- **CUWCD** | CWP 800 North Aqueduct Extension | 2 miles, 48" WSP through the former Geneva Steel property
- **Cache Water Restoration Project** | Included 66" RCP, 24"-42" PVC, 42" WSP, 4"-20" HDPE, and a 5'x5' to 5'x6' box culvert
- **CUWCD** | CWP North Shore Terminal Reservoir | 48" WSP, 60" WSP inlet and outlet and 42" WSP overflow piping
- **Provo** | Alignment Study & 30% Design | 5 miles, 48" WSP in Provo Canyon (**UDOT right-of-way**) and city streets
- **CUWCD** | CWP North Shore Aqueduct Alignment Study and Preliminary Design | Over 13 miles of 60" WSP from the former Geneva Steel site to the NSTR in Saratoga Springs including Pioneer Crossing (**UDOT right-of-way)**

Aaron Olney, PE | Project Engineer Experience: **6 yrs**

Education: BS – Civil & Environmental Engineering | Utah State University **Registration:** Professional Engineer, UT

Aaron brings experience in survey, planning, and design, including waterlines, roads, storm drainage, site grading, irrigation, sewer lines, water storage tanks, and water storage ponds. Aaron has experience in many design programs including AutoCAD Civil 3D and ArcGIS.

Aaron's Related Project Experience:

- **American Fork** | 100 East Drinking Water & Sewer Replacements | 2,900 ft, 8-inch PVC water & 1,500 ft, 8-inch sewer pipes
- **Mapleton Utah** | Hwy 89 12-inch Drinking Water Pipeline | 2,900 ft of 12-inch PVC drinking water pipe
- **Mapleton Utah** | Hwy 89 12-inch Pressure Irrigation Pipeline | 4,600 ft of 12-inch PVC pressure irrigation pipe
- **Salt Lake City |** North Bench Pump Station | Drinking water pump station and 4,200 ft of connected 10-, 12-, 18- and 20-inch drinking water pipelines
- **Saratoga Springs |** Booster 8 Drinking Water Pump Station | Drinking water pump station and 1,200 ft of connected pipelines

HAL TEAM'S RELATED PROJECT EXPERIENCE

HIGHLANDS WATER COMPANY | SR-167 (UDOT) 16- AND 10-INCH PIPELINE | ENG: $104,780 CONST: $973,256

Marjalee Smith | President | 801.876.2510 | highlandswaterco@gmail.com

HAL Personnel: Tyler Allen – PIC, QA Review, Garrick Stephenson - Co-Project Manager

- 3,000 ft of 16" and 10" PVC pipe in UDOT road
- Engineering services during construction
- Trenchless crossing
- UDOT coordination

HIGHLANDS WATER COMPANY | TRAPPERS NEIGHBORHOOD PIPELINE | ENG: $85,500 CONST: $743,244

Marjalee Smith | President | 801.876.2510 | highlandswaterco@gmail.com

HAL Personnel: Tyler Allen - QA Review, Garrick Stephenson - Co-Project Manager

- 2,100 ft of 10" PVC
- 800 ft of 12" HDPE
- Design included a PRV, air release valve, and two tie-in points to the existing system

MURRAY CITY | WINCHESTER WATERLINE TRAX TO STATE STREET (UDOT) | TOTAL PROJECT COST: $1.48 M

Aron Frisk | Water Superintendent | 801.270.2440 | afrisk@murray.utah.gov

HAL Personnel: Tyler Allen – Project Manager, Garrick Stephenson - Project Engineer

- 1,800 ft of 12" DIP
- UDOT Coordination
- Design and construction services to update undersized pipeline.

GRANGER-HUNTER IMPROVEMENT DIST. | WATTS WELL NO. 18 WATERLINE PROJECT | TOTAL: $1.35 M

Todd Marti | Asst. General Manager/District Engineer | 801.955.2234 | t.marti@ghid.gov

HAL Personnel: Mike Chambers – PIC, QA Review, Garrick Stephenson - Project Manager

- 1,200 ft of 18" PVC, 200 ft of 30" Steel Casing
- UTA Trax crossing

SPRINGVILLE CITY | MAIN STREET WATERLINE REPLACEMENT (UDOT) | ENG: $141,688

Chris Wilson | City Engineer | 801.491.7863 | cwilson@springvilleutah.gov

HAL Personnel: Garrick Stephenson – Project Management, Mike Chambers - QA Review

- Approximately 12,400 ft of 16", 12", & 8" PVC
- UDOT Coordination – pipeline in UDOT right-of-way

MAPLETON CITY | HWY 89 (UDOT) 12-INCH DRINKING WATER PIPELINE | ENG: $141,000 | CONST: $1.2 M

Seth Barrus | Assistant City Engineer | 801.806.9157 | sbarrus@mapleton-ut.gov
Skyler Fullmer | Newman Construction Project Manager | 801.349.0974

HAL Personnel: Mike Chambers - QA Review, Garrick Stephenson – Technical Advisor, Aaron Olney - Design Engineer

- 2,900 ft of 12" PVC drinking water pipeline in UDOT road
- Construction phasing based on available budget
- Move service connections from old to new pipeline
- Subsurface utility engineering

MAPLETON CITY | HWY 89 (UDOT) 12-INCH PRESSURE IRRIGATION PIPELINE | ENG: $127,876 | CONST: $1.5 M

Seth Barrus | Assistant City Engineer | 801.806.9157 | sbarrus@mapleton-ut.gov

HAL Personnel: Mike Chambers - QA Review, Garrick Stephenson – Technical Advisor, Aaron Olney - Design Engineer

- 4,600 ft of 12" PVC pressure irrigation pipe in UDOT road
- Construction phasing based on available budget
- Subsurface utility engineering
- UDOT coordination

SOUTH JORDAN CITY | ZONE 7/8 SOUTH TRANSMISSION LINE AND TANK | ENG: $912,000 | CONST: $7.1 M

Brad Klavano | City Engineer | 801.446.4357 | bklavano@sjc.utah.gov

HAL Personnel: Tyler Allen - Project Manager, Garrick Stephenson – Project Engineer, Mike Chambers – Tech Advisor

- 7,300 ft of 42" PVC pipeline
- New JVWCD Meter Vault

MIDVALE CITY | 700 WEST PIPELINE AND JVWCD METER VAULT | ENG: $182,000 | CONST: $2.25 M

Keith Ludwig | City Engineer (Retired) | 801.256.2574

HAL Personnel: Tyler Allen - Project Manager

- 2,530 ft of 20" PVC pipeline
- Additional source capacity connection to the JVWCD
- Connection to existing system
- New JVWCD Meter Vault

PROJECT UNDERSTANDING AND SCOPE

PROJECT UNDERSTANDING

The existing 8-inch waterline in Main Street, a UDOT roadway, extending from Grant Ave to 200 West has exceeded its functional service life. Existing drinking water pipelines in Main Street ranging in size from 2-inch to 8-inch are located on both the north and south side of the road. One alignment HAL will evaluate is within the north-side sidewalk. Before recommending a preferred alternative, HAL will evaluate alignment, utility conflicts, service connections, constructability, traffic control, business access, and UDOT requirements.

SCOPE OF WORK

The HAL team will provide topographic and boundary surveys, investigate and map existing utilities, prepare construction drawings and technical specifications, opinions of probable construction cost, support for City and UDOT reviews, bidding assistance, and engineering services during construction. HAL will complete the tasks defined in the RFP and coordinate each milestone defined therein with City staff. This proposal assumes that waterline connections in side streets will extend no more than 100 feet from Main Street; longer extensions or services not identified in the RFP may require scope and fee adjustment.

KEYS TO SUCCESS

- **Minimize Traffic Impacts:** Pipeline construction will temporarily affect traffic on this busy corridor. HAL will evaluate alignments, trench limits, work-zone requirements, intersection sequencing, temporary lane configurations, and restoration limits with the City and UDOT. Locating portions of the pipeline beneath the north-side sidewalk may reduce roadway disturbance, but the preferred alignment will be selected only after confirming utility clearances, service connections, pedestrian access, constructability, and impacts to adjacent properties.
- **Construction Feasibility:** A design that does not account for available workspace, utility congestion, service connections, trench safety, traffic control, and contractor access will increase cost and schedule risk. HAL will evaluate practical installation methods for the constrained corridor and document the basis for key alignment decisions. Where a single pipeline cannot serve both sides of Main Street without excessive service crossings or inadequate workspace, HAL will evaluate parallel facilities or other feasible alternatives with the City
- **Maintain Access to Businesses:** Maintaining customer, employee, delivery, and emergency access will require early coordination with the City and affected businesses. HAL will help identify existing rear and side-street access routes, verify recorded access rights where relevant, and develop construction sequencing and temporary-access requirements that keep businesses reachable whenever practicable. Any use of private property or shared rear access will be coordinated by the City with the affected owners before it is incorporated into the final construction plan.

RISK ASSESSMENT AND MITIGATION STRATEGY

RISK	MITIGATION
UDOT Permitting Delays	• Coordinate with UDOT to identify critical design issues including pipeline alignment, affected travel lane(s), edge of pipeline trench cut and T-patch, traffic control pattern, and business access.
Impacts to Traffic	• Traffic lanes will likely be closed in either the east or westbound direction. • During construction, the center turn lane may be converted into a traffic lane; this maintains traffic flow but restricts access to businesses.
Impacts to Businesses	• Impacts to driveway access is unavoidable; HAL recommends sharing a message before work begins with affected businesses about project benefits and impacts during construction. • To help maintain access to businesses from the rear, we recommend the City meet with businesses to establish routes for rear and side street access.
Consistent, Positive Public Messaging	• Social media messaging and regular updates will be an essential component of this project. • HAL recommends the City issue a weekly email update to all parties interested in the project. HAL and the contractor will provide content for the weekly email.
Impacts to Water Service	• We have contacted contractors who can directional drill new water service connections; we understand how much space is required to accomplish this work. We will locate new services where adequate construction space is available so that downtime will be minimized. We will use line-stops valves on existing pipes to provide continuous service until new services are installed.
Potential Utility Conflicts	• Identifying critical potential conflicts to be potholed by the City during the 30% design phase.
UDOT Permitting	• Based on our experience working with UDOT and the City, we anticipate two reviews with UDOT engineering staff at the 60% and 90% design phases. • HAL does not anticipate a schedule challenge with UDOT permitting.

PROJECT COST, FEES, AND SCHEDULE

PROJECT SCHEDULE

HAL developed a focused and realistic schedule that balances timely delivery with the investigation, coordination, review, and quality-control effort required for this constrained project. The schedule is organized to support bidding in time for construction to begin in spring 2027 and to be completed by fall 2027, subject to timely City decisions, utility information, and UDOT review.

With an understanding of the City's vision of the construction schedule, we created the projected schedule below. The schedule is neither aggressive nor extended but is realistic. This schedule will result in the creation of a quality design product.

BID IN SPRING 2027

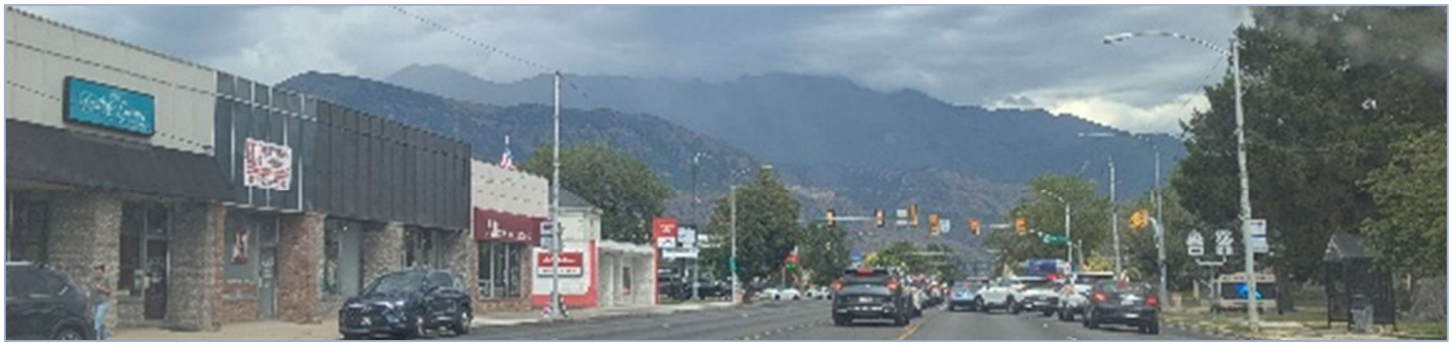
Our proposed design schedule will result in bidding the project in March 2027, creating adequate time for construction between spring and fall 2027.

One of the critical risks to the schedule is providing access to businesses during construction. The City has indicated that they will need to coordinate with each of the property owners regarding our work through their boundaries. Coordinating with businesses and creating plans to provide access during construction will require time.

HAL proposes to begin survey work immediately followed by **coordination with City staff to provide business access** during construction.

AMERICAN FORK CITY
MAIN STREET WATERLINE REPLACEMENT PROJECT
DESIGN SCHEDULE

Description	September				October				November				December				January				February				March			
	7	14	21	28	5	12	19	26	2	9	16	23	7	14	21	28	4	11	18	25	1	8	15	22	1	8	15	22
Kickoff Meeting			★	←	Design Kickoff Meeting																							
Topographic Design Survey																												
Utility Research																												
30% Design																												
City Review																												
30% Design Review Meeting					30% Design Review				→	★																		
60% Design																												
City Review																												
60% Design Review Meeting									60% Design Review				→	★														
90% Design																												
City Review																												
90% Design Review Meeting													90% Design Review				→			★								
100% Plans and Specifications													100% Construction Documents								→		★					
Bidding Services and Construction Services to be completed between April - October 2027																							Bidding	→				
★ = Key Meetings																												



COST PROPOSAL

Our estimated fee for providing engineering design, bidding, and construction services for the Main Street Waterline is detailed on the following page. **Proposed fees will remain firm for 120 days after the closing date of this RFP.** HAL rate adjustments occur in January of each year.

VALUE

Our company philosophy is to provide quality engineering. HAL's fee reflects the level of investigation, coordination, design detail, quality assurance, bidding support, and construction-phase involvement needed to reduce uncertainty on a constrained UDOT corridor. This investment is intended to improve bid clarity, limit contractor contingency (i.e., reduce costs), reduce avoidable change orders, and support reliable schedule and cost control. Although our fee is not typically the lowest, our quality approach to engineering will typically provide lower construction bid prices and an **overall lower project cost**.

UNIQUE CONSIDERATIONS

This project is highly visible. There are several key considerations, which include:

- **Minimizing drinking water service outages:** There are many business water services within this short project corridor that support essential services to residents. Although temporary water service interruptions will be necessary, HAL will design pipelines, fittings, temporary and final connections, sequencing requirements, and tie-ins to simplify construction and minimize the number and duration of outages.
- **Maintain business access:** To prevent serious financial impact, it is essential that business access is maintained and advertised with the public. We recommend starting early by meeting with each business owner to share information and explore opportunities to sustain customer access from side streets and adjacent businesses. Our hope is that each business will allow their neighbors to use their rear access capacity during construction.
- **Minimize traffic impacts:** The constrained roadway limits the available work zone. HAL will develop an alignment, sequencing plan, and traffic-control concept intended to maintain at least one travel lane in each direction whenever feasible while providing the contractor with adequate space to perform the work safely and efficiently.
- **Quality design for 100-year life:** HAL will design the new drinking-water facilities for long-term reliability in accordance with City standards, applicable codes, manufacturer requirements, and accepted engineering practice. Material selection, corrosion protection, restraint, valves, service connections, utility clearances, bedding, backfill, and future tie-in provisions will be evaluated with lifecycle performance and maintainability in mind. The design will also anticipate future side-street connections and replacement projects where reasonably foreseeable.

OVERALL PROJECT COST

While our proposed fee may not always be the lowest, experience shows that HAL's detailed, high-quality engineering typically results in lower overall project costs, helping our clients use their public funds wisely. With over 52 years of experience serving municipal clients, we have repeatedly seen, and contractors have confirmed, that carefully detailed designs reduce uncertainty during bidding, minimize change orders, lead to more efficient construction, and reduce construction costs.

Please consider the following benefits of HAL's approach:

- **DETAILED DESIGN REDUCES CONSTRUCTION RISK.** HAL does not prepare "Deferred Submittal Designs," which push the design to the contractor and shifts control from the owner. Our plans are sufficiently detailed to eliminate contractor assumptions that result in higher bids and excessive change orders.
- **BETTER PLANS RESULT IN MORE COMPETITIVE BIDS.** Reputable contractors have told us that unclear or incomplete engineering forces them to carry higher contingencies. HAL's detailed designs reduce unknowns, allowing contractors to bid more confidently and competitively.
- **SENIOR-LEVEL OVERSIGHT IMPROVES OUTCOMES.** Our fees reflect greater involvement by experienced engineers and ongoing QA/QC throughout the project, providing high-quality designs and facilities.
- **LONG-TERM PERFORMANCE MATTERS.** HAL's planning and design expertise focuses not only on constructability, but on creating infrastructure that has served clients effectively for decades.

We request that quality, experience, and long-term value be given strong consideration during the selection process. For complex infrastructure projects such as this, **engineering excellence is not an added cost, it is a cost-control strategy.**

Exhibit C
Fee Schedule