



AMERICAN FORK CITY COUNCIL
SEPTEMBER 22, 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 22, 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 comments on amendments to the fiscal year ending June 30, 2026, city budgets.

REGULAR SESSION

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

COMMON CONSENT AGENDA

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

1. Consideration regarding authorization to release the Improvements Durability Retainer of \$3,574,043.30 for Fenn Farms located at 350 South 700 West.
2. Approval of a Class A beer license for Solrise II UT-8 LLC located at 21 North 1020 West.
3. Approval of a Class A beer license for Solrise II UT-10 LLC located at 585 East State Road.
4. Ratification of city payments (September 2, to September 15, 2026) and approval of purchase requests over \$50,000.

ACTION ITEMS

1. Review and action on a resolution approving amendments to the fiscal year ending June 30, 2026, city budget.
2. Review and action on a water banking agreement with Deer Park Development LLC for water rights in the amount of 42.112 acre-feet.
3. Review and action on an ordinance amending Section 17.5.136 the American Fork City Development Code to authorize and regulate detached accessory dwelling units in

accordance with Utah Code Section 10-21-304; establishing development, occupancy, parking, utility, and use requirements; providing for severability; and providing an effective date.

4. Review and action on an ordinance approving a code text amendment of the American Fork Municipal Code. Amending Section 12.12.030, the code text amendment clarifies maintenance of sidewalk along the frontage adjacent to property.
5. Review and action on approval of a purchase order request to CO Building Systems for steel for the metal building at temporary Station 53.

ADJOURNMENT

Dated this 18th 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.
- Persons addressing the Council during public comment may submit written materials to the City Recorder. When practicable, the Recorder shall distribute copies to the Council or provide them electronically after the meeting. Submission of written materials does not require the Council to review, discuss, or respond to the materials during the meeting. The presiding officer may impose reasonable, content-neutral limitations regarding the format, number of copies, or method of submission to ensure the orderly conduct of the meeting.



Request for Council Action
City of American Fork
September 22, 2026

DEPARTMENT: Engineering
SUBMITTED BY: Terilyn Lurker

AGENDA ITEM: Consideration regarding authorization to release the Improvements Durability Retainer of \$3,574,043.30 for Fenn Farms located at 350 South 700 West.

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

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

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

SUGGESTED MOTION: Move to authorize the City Engineer to issue documents and/or payments to release the Improvements Durability Retainer of \$3,574,043.30 for Fenn Farms. Find that the quality of construction and materials have endured without evidence of unusual depreciation, war, non-conformance of City standards, or need for remedial action.

SUPPORTING DOCUMENTS:

[Fenn Farm durability bond release for City Council 9-22-26.pdf](#)



IMPROVEMENT WARRANTY RELEASE AUTHORIZATION

The City Council of American Fork City, a Municipal Corporation and Body Politic in the State of Utah, hereby authorizes the release of the Improvement Warranty for FENN FARMS pursuant to the terms of Section 17.9.100 and 17.9.403 of the City Development Code, and pursuant to the recommendation of staff and the receipt of reports, documents, and other correspondence. The City Council finds that the quality of construction and materials have endured without evidence of unusual depreciation, wear, non-conformance to City standards, or need for remedial action.

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

Amount Released: \$3,574,043.30

PASSED THIS 22 DAY OF SEPTEMBER 2026

City Representative, American Fork City

ATTEST:

Terilyn Lurker, City Recorder

Name of Development: Estates at Fenn Farms Phase 1

Description of Item	Minimum Standard				Upsize				
	Quantity	Unit	Unit Price	Total	Quantity	Unit	Unit Price	Total	Reimbursement
SITE PREPARATION									
Mobilization	1	LS	\$42,000.00	\$42,000.00					
Demolition	1	LS	\$36,000.00	\$36,000.00					
Remove existing SSMH	3	Each	\$750.00	\$2,250.00					
Remove existing fence	1	LS	\$6,000.00	\$6,000.00					
Clear/Grub and strip top soil	7100	CY	\$4.50	\$31,950.00					
Site excavation cut to fill	12100	CY	\$5.00	\$60,500.00					
Import fill	3500	CY	\$29.00	\$101,500.00					
Fill planter	4750	LF	\$2.25	\$10,687.50					
Grade roadway	188540	SF	\$0.08	\$15,083.20					
SWPPP	1	LS	\$7,850.00	\$7,850.00					
SEWER									
8" PVC Sewer Line	3295	LF	\$42.00	\$138,390.00					
8" PVC Sewer Line (offsite)	170	LF	\$60.00	\$10,200.00					
Remove & replace existing 60" SSMH	1	Each	\$5,900.00	\$5,900.00					
48" Sewer Manhole Precast	12	Each	\$3,575.00	\$42,900.00					
60" Sewer Manhole Precast	3	Each	\$4,500.00	\$13,500.00					
4" Sewer Laterals	75	Each	\$1,385.00	\$103,875.00					
Connect to Existing	1	Each	\$1,200.00	\$1,200.00					
CULINARY WATER									
Connect to Existing	3	Each	\$1,500.00	\$4,500.00					
6" x 8" Reducer	1	Each	\$700.00	\$700.00					
6" x 12" Reducer	1	Each	\$700.00	\$700.00					
8" Main	3250	LF	\$49.45	\$160,712.50					
8" Gate Valve	11	Each	\$1,850.00	\$20,350.00					
8" Tee	2	Each	\$1,200.00	\$2,400.00					
8" Bend	18	Each	\$700.00	\$12,600.00					
8" Blow Off	2	Each	\$700.00	\$1,400.00					
12" Main	245	LF	\$49.45	\$12,115.25	245	LF	\$66.30	\$16,243.50	\$4,128.25
12" Tee	1	Each	\$2,900.00	\$2,900.00					
Single Service	75	Each	\$1,700.00	\$127,500.00					
2" Blowoff	2	Each	\$700.00	\$1,400.00					
PRESSURIZED IRRIGATION									
Connect to Existing	3	Each	\$1,250.00	\$3,750.00					
6" x 8" Reducer	1	Each	\$700.00	\$700.00					
6" x 12" Reducer	1	Each	\$700.00	\$700.00					
8" Main	3240	LF	\$23.00	\$74,520.00					
8" Gate Valve	10	Each	\$1,850.00	\$18,500.00					
8" Tee	3	Each	\$1,200.00	\$3,600.00					
8" Bend	13	Each	\$700.00	\$9,100.00					
8" Blow Off	2	Each	\$700.00	\$1,400.00					
12" Main	245	LF	\$40.64	\$9,956.80	245	LF	\$51.67	\$12,659.15	\$2,702.35
Dual Service	39	Each	\$2,000.00	\$78,000.00					
Single Service	8	Each	\$1,350.00	\$10,800.00					
Single Service for Median	3	Each	\$2,100.00	\$6,300.00					
PI Drain	1	Each	\$103.00	\$103.00					
STREETS									
24" Curb & Gutter	6140	LF	\$21.00	\$128,940.00					
Curb Wall for Raised Median	0	LF	\$26.40	\$0.00	2105	LF	\$26.40	\$55,572.00	\$55,572.00
Fill Median	1	LS	\$6,500.00	\$6,500.00					
5' Sidewalk	31200	SF	\$7.80	\$243,360.00					
6' Sidewalk	7171	SF	\$7.80	\$55,933.80	8580	LF	\$7.80	\$66,924.00	\$10,990.20
ADA Ramp	10	Each	\$1,500.00	\$15,000.00					
3" Asphalt	112000	SF	\$1.35	\$151,200.00					
8" Road Base	112000	SF	\$0.95	\$106,400.00					
12" Subbase	130420	SF	\$0.90	\$117,378.00					
5" Asphalt	26195	SF	\$2.50	\$65,487.50	42280	SF	\$2.50	\$105,700.00	\$40,212.50
6" Road Base	37850	SF	\$0.80	\$30,280.00	53935	SF	\$0.80	\$43,148.00	\$12,868.00
12" Subbase	42035	SF	\$0.90	\$37,831.50	58120	SF	\$0.90	\$52,308.00	\$14,476.50
4" Asphalt Patching	500	SF	\$6.75	\$3,375.00					
Saw Cut	2500	LF	\$1.75	\$4,375.00					
Asphalt Removal	4400	SF	\$1.00	\$4,400.00					
FP Conduit	0	LS	\$13,475.00	\$0.00	1	LS	\$13,475.00	\$13,475.00	\$13,475.00
STORM DRAINAGE									
18" RCP Storm Drain	1675	LF	\$68.00	\$113,900.00					
15" RCP Storm Drain	1151	LF	\$64.00	\$73,664.00					
12" RCP Storm Drain	27	LF	\$60.00	\$1,620.00					
Curb Inlet 2' x 3' x 4'	20	Each	\$2,200.00	\$44,000.00					
Double inlet catch basin	1	Each	\$4,400.00	\$4,400.00					
Storm Drain Connection	3	Each	\$1,250.00	\$3,750.00					
Storm Drain Manhole 5'	16	Each	\$3,200.00	\$51,200.00					
36" Box	2	Each	\$3,200.00	\$6,400.00					
15" Flared end section	2	Each	\$750.00	\$1,500.00					
Concrete Check Dam	200	SF	\$12.00	\$2,400.00					
Pre-Treatment Manhole	3	Each	\$4,800.00	\$14,400.00					
Detention Pond	1	LS	\$15,000.00	\$15,000.00					
IRRIGATION									
Connection to Existing	2	Each	\$1,000.00	\$2,000.00					
12" RCP	27	LF	\$85.00	\$2,295.00					
18" RCP	641	LF	\$65.00	\$41,665.00					
24" RCP	240	LF	\$75.00	\$18,000.00					
36" Box	8	Each	\$3,200.00	\$25,600.00					
18" Flared End Section	1	Each	\$900.00	\$900.00					
24" Flared End Section	1	Each	\$1,200.00	\$1,200.00					

Name of Development: Estates at Fenn Farms Phase 1

Minimum Standard					Upsize				
Description of Item	Quantity	Unit	Unit Price	Total	Quantity	Unit	Unit Price	Total	Reimbursement
CONSTRUCTION MANAGEMENT/MISC.									
As Builts	1	Each	\$1,000.00	\$1,000.00					
Testing, Cleaning, Inspections	1	LS	\$4,000.00	\$4,000.00					
Street Sign	6	Each	\$225.00	\$1,350.00					
Traffic Sign	7	Each	\$300.00	\$2,100.00					
Subdivision Monument	2	Each	\$450.00	\$900.00					
Trench Import	17000	Ton	\$12.00	\$204,000.00					
Dewatering	1	LS	\$55,000.00	\$55,000.00					
Spread Excess Materials on Lots	1	LS	\$8,000.00	\$8,000.00					
Extra Collar on Existing Roads	5	Each	\$500.00	\$2,500.00					
LANDSCAPING 10-2315-000									
Street Trees	75	Each	\$300.00	\$22,500.00					

Improvement Completion Assurance (1) **\$2,890,198.05**

Improvement Warranty (2) **\$289,019.81**

Total Bond (1-3) \$3,194,660.34

Reimbursement Ph. 1 **\$154,424.80**

Improvement Warranty (3) **\$15,442.48**

Total Improvement Warranty (2-3) \$304,462.29

Name of Development: Estates at Fenn Farms Phase 2

Minimum Standard					Upsize					
	Description of Item	Quantity	Unit	Unit Price	Total	Quantity	Unit	Unit Price	Total	Reimbursement
SITE PREPARATION										
	MOB/Permits/Traffic Control/ Supervision	1	LS	\$15,000.00	\$15,000.00					
	SWPPP	1	LS	\$3,000.00	\$3,000.00					
SEWER										
	4" Sewer Lateral	4	Each	\$1,700.00	\$6,800.00					
CULINARY WATER										
	Connect to Existing	2	Each	\$2,200.00	\$4,400.00					
	12" Main	615	LF	\$49.45	\$30,411.75	615	LF	\$66.30	\$40,774.50	\$10,362.75
	2" Blow Off	1	Each	\$2,400.00	\$2,400.00					
	Single Service	1	Each	\$1,650.00	\$1,650.00					
PRESSURIZED IRRIGATION										
	Connection to Existing	1	Each	\$2,200.00	\$2,200.00					
	12" Main	615	LF	\$40.64	\$24,993.60	615	LF	\$51.67	\$31,777.05	\$6,783.45
	2" Blow Off	1	Each	\$2,400.00	\$2,400.00					
	Dual Service	3	Each	\$2,300.00	\$6,900.00					
STREETS										
	24" Curb & Gutter	1340	LF	\$21.00	\$28,140.00					
	5' Sidewalk	2050	SF	\$6.25	\$12,812.50					
	ADA Ramp	1	Each	\$1,500.00	\$1,500.00					
	4" Asphalt	35246	SF	\$1.95	\$68,729.70	38830	SF	\$1.95	\$75,718.50	\$6,988.80
	8" Road Base	35246	SF	\$1.00	\$35,246.00	38830	SF	\$1.00	\$38,830.00	\$3,584.00
	12" Subbase	39266	SF	\$0.95	\$37,302.70	42850	SF	\$0.95	\$40,707.50	\$3,404.80
	4" Asphalt Patching	1500	SF	\$6.75	\$10,125.00					
	Saw Cut	2500	LF	\$2.10	\$5,250.00					
STORM DRAINAGE										
	Pre-Treatment/RCP/FES	2	Each	\$5,600.00	\$11,200.00					
CONSTRUCTION MANAGEMENT/MISC.										
	As Builts	1	Each	\$1,000.00	\$1,000.00					
	Testing, Cleaning, Inspections	1	LS	\$2,500.00	\$2,500.00					
	Trench Import	400	Ton	\$13.50	\$5,400.00					
	Dewatering	1	LS	\$3,500.00	\$3,500.00					
	Extra Collars on Existing Roads	8	Each	\$500.00	\$4,000.00					
	Mill & Haul Off Asphalt	25460	SF	\$0.55	\$14,003.00					
LANDSCAPING 10-2315-000										
	Street Trees	4	Each	\$300.00	\$1,200.00					

Improvement Completion Assurance (1) **\$342,064.25**

Reimbursement Ph. 2 **\$31,123.80**

Improvement Warranty (2) **\$34,206.43**

Improvement Warranty of Upsize (3) **\$3,112.38**

Total Bond (1-3) \$379,383.06



**Request for Council Action
City of American Fork
September 22, 2026**

DEPARTMENT: Finance
SUBMITTED BY: Terilyn Lurker

AGENDA ITEM: Approval of a Class A beer license for Solrise II UT-8 LLC located at 21 North 1020 West.

SUMMARY RECOMMENDATION: Business License Official would recommend approval.

BACKGROUND: This is for the approval of a class A beer license for the new owners of the gas station located at 21 North 1020 West.

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 Solrise II UT-8 LLC located at 21 North 1020 West.

SUPPORTING DOCUMENTS:

[Class A Beer License - Solrise II UT-8 LLC 21 North 1020 West.pdf](#)

American Fork

Printed: 09/10/2026

Solrise II UT-8, LLC

Permit/License #

09/09/2026 - 12/31/2026

5940689

**Beer/Alcoholic Beverage Business
License**

Reference Number

02516ae0-ac99-11f1-afbc-81bd4d346d44

General

Status

Application Status

Active

New

Application Review Status

Pre-Review

Not Reviewed

Date Submitted

Final-Review

Not Reviewed

09/09/2026

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

Ali

Applicant Last Name

Hammad

Phone Number

[REDACTED]

Email Address

[REDACTED]

Date of Birth

[REDACTED]

Age

[REDACTED]

Are you a US Citizen?

Yes

Social Security #



 [Reveal](#)

Home Address (Street)

[Redacted]

City

[Redacted]

State

[Redacted]

Zip

[Redacted]

Name of Business to be Licensed

Solrise II UT-8, LLC

Business Address

21 N 1020 W

City

American Fork

State

UT

Zip

84003

Business Phone

(832) 618-0023

Type of American Fork City License

Class A Beer

Type of DABC License Applying for

Off Premises

Please upload a copy of County Health Permit

 **HD Doc.pdf**

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

Aaron Owens - 09/09/2026 3:54 pm



**Request for Council Action
City of American Fork
September 22, 2026**

DEPARTMENT: Finance
SUBMITTED BY: Terilyn Lurker

AGENDA ITEM: Approval of a Class A beer license for Solrise II UT-10 LLC located at 585 East State Road.

SUMMARY RECOMMENDATION: Business License Official would recommend approval.

BACKGROUND: This is for the approval of a class A beer license for the new owners of the gas station located at 585 East State Road.

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 Solrise II UT-10 LLC located at 585 East State Road.

SUPPORTING DOCUMENTS:

[Class A Beer License - Solrise II UT-10 LLC 585 East State Street.pdf](#)

American Fork

Printed: 09/10/2026

Solrise II UT-10, LLC

Permit/License #

09/09/2026 - 12/31/2026

7877393

**Beer/Alcoholic Beverage Business
License**

Reference Number
af181c50-ac9a-11f1-b356-4f7246d6d855

General

Status

Application Status

Active

New

Application Review Status

Pre-Review

Not Reviewed

Date Submitted

Final-Review

Not Reviewed

09/09/2026

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

Ali

Applicant Last Name

Hammad

Phone Number

[REDACTED]

Email Address

faraz@solrisestores.com

Date of Birth

[REDACTED]

Age

[REDACTED]

Are you a US Citizen?

Yes

Social Security #



[Reveal](#)

Home Address (Street)

[Redacted]

City

[Redacted]

State

[Redacted]

Zip

[Redacted]

Name of Business to be Licensed

Solrise II UT-10, LLC

Business Address

585 E State St

City

American Fork

State

UT

Zip

84003

Business Phone

(801) 756-9681

Type of American Fork City License

Class A Beer

Type of DABC License Applying for

Off Premises

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

Aaron Owens - 09/09/2026 4:06 pm



**Request for Council Action
City of American Fork
September 22, 2026**

DEPARTMENT: Finance
SUBMITTED BY: Terilyn Lurker

AGENDA ITEM:

Review and action on a resolution approving amendments to the fiscal year ending June 30, 2026 budget.

SUMMARY RECOMMENDATION:

Staff recommends approval.

BACKGROUND:

Utah state law allows for periodic amendments to the adopted budget to ensure budgets are not over expended and anticipated revenues cover allowable expenditures. It is in the City's best interest to maintain budgetary compliance.

Several proposed amendments are to account for unanticipated costs, adjust for budget impacts of council actions approved throughout the fiscal year, or to appropriate department requests. All budget adjustments are fully funded.

BUDGET IMPACT:

All budget amendments are funded by additional revenues. Please see the attached documentation for more detail.

SUGGESTED MOTION:

I move to approve the resolution adopting budget adjustments for the fiscal year ending June 30, 2026 budget.

SUPPORTING DOCUMENTS:

[Budget Amendment Resolution 09.22.26.docx](#)

[Budget Amendment FY 2026 9.22.26.pdf](#)

RESOLUTION NO. _____

A RESOLUTION REVISING THE AMERICAN FORK CITY 2025-2026 BUDGETS.

WHEREAS, American Fork City is required by Utah State Law to maintain a balanced budget for fiscal year ending June 30, 2025; and

WHEREAS, said budget includes the General Fund, Fitness Center Fund, PARC Tax Fund, Debt Service Fund, and Sanitation Fund;

WHEREAS, American Fork City has complied with all legal requirements,

NOW THEREFORE, be it resolved that the attached budget amendments are adopted for fiscal year 2025-2026.

PASSED AND SIGNED THIS 22nd DAY OF September, 2026.

APPROVED:

Bradley J. Frost, Mayor

ATTEST:

Terilyn Lurker, City Recorder

AMERICAN FORK CITY
RECOMMENDED BUDGET AMENDMENTS FY2026
SEPTEMBER 22, 2026

GL ACCOUNT		GL ACCOUNT DESCRIPTION	FY 2026 YEAR- END ESTIMATE	2026 APPROVED BUDGET	PROPOSED AMENDMENT	2026 BUDGET AFTER AMENDMENT	EXPLANATION
GENERAL FUND							
Revenues							
10-3300-200	Grants-Library	15,000	9,500	5,500	15,000	Offsets new library software	
10-3452-000	Library Development Fees	11,500	-	11,500	11,500	Offset Library expense	
10-3453-000	Library Fees	36,500	23,000	13,500	36,500	Offset Library expense	
10-3651-000	Library Donations	10,000	-	10,000	10,000	Offset Library expense	
10-3600-100	Interest Revenue	675,281	568,784	106,497	675,281		
TOTAL RECOMMENDED REVENUE ADJUSTMENTS - GENERAL FUND				\$	146,997		
Expenditures							
Community Services Administrative							
10-4105-130	Employee Benefits	83,000	67,422	15,578	83,000	Health Benefit Election Change	
TOTAL RECOMMENDED EXPENDITURE ADJUSTMENTS - COMMUNITY SERVICES ADMINI				\$	15,578		
Legislative							
10-4110-130	Employee Benefits	75,000	67,702	7,298	75,000	Health Benefit Election Change	
TOTAL RECOMMENDED EXPENDITURE ADJUSTMENTS - LEGISLATIVE				\$	7,298		
Public Works Admin							
10-4155-130	Employee Benefits	128,000	119,749	8,251	128,000	Health Benefit Election Change	
TOTAL RECOMMENDED EXPENDITURE ADJUSTMENTS - PUBLIC WORKS ADMIN				\$	8,251		
Tree Maintenance							
10-4525-110	Employee Benefits	68,000	53,543	14,457	68,000	Department Staffing Change	
10-4254-130	Employee Benefits	24,000	19,276	4,724	24,000	Health Benefit Election Change	
TOTAL RECOMMENDED EXPENDITURE ADJUSTMENTS - TREE MAINTENANCE				\$	19,181		
Library							
10-4580-251	Computers & Accessories	11,000	-	11,000	11,000	New Camera System Overage	
10-4580-295	Software Licensing & Maintenance	95,000	59,275	35,725	95,000	Full Year of new Integrated Library Software	
10-4580-674	Building Maintenance Charges	200,000	185,536	14,464	200,000	Utility Expense Increases	
TOTAL RECOMMENDED EXPENDITURE ADJUSTMENTS - LIBRARY				\$	61,189		
Transfers							
10-4900-924	Transfer to Fitness Center	1,277,716	1,242,216	35,500	1,277,716	Operational Subsidy	
TOTAL RECOMMENDED EXPENDITURE ADJUSTMENTS - TRANSFERS				\$	35,500		
TOTAL RECOMMENDED EXPENDITURE ADJUSTMENTS - GENERAL FUND				\$	146,997		

FITNESS CENTER FUND						
Revenues						
24-3700-910	Transfer from General fund	1,277,716	1,242,216	35,500	1,277,716	
TOTAL RECOMMENDED REVENUE BUDGET ADJUSTMENTS				\$	35,500	
Expenditures						
24-4510-431	Pool Chemicals	130,000	94,500	35,500	130,000	Supply cost increases
TOTAL RECOMMENDED EXPENDITURE BUDGET ADJUSTMENTS				\$	35,500	

AMERICAN FORK CITY
RECOMMENDED BUDGET AMENDMENTS FY2026
SEPTEMBER 22, 2026

SEPTEMBER 27, 2026

GL ACCOUNT	GL ACCOUNT DESCRIPTION	FY 2026 YEAR- END ESTIMATE	2026	PROPOSED	2026 BUDGET	EXPLANATION
			APPROVED	AMENDMENT	AFTER AMENDMENT	
PARC TAX FUND						
Revenues						
26-3130-000	Sales Tax Revenue	1,641,750	1,550,000	91,750	1,641,750	
TOTAL RECOMMENDED REVENUE BUDGET ADJUSTMENTS				\$	91,750	
Expenditures						
26-4150-652	PARC Programs	1,625,000	1,533,250	91,750	1,625,000	As awarded per Ordinance 2026-06-09
TOTAL RECOMMENDED EXPENDITURE BUDGET ADJUSTMENTS				\$	91,750	

DEBT SERVICE FUND						
Revenues						
30-3600-000	Interest Earnings	4,500	3,500	1,000	4,500	
TOTAL RECOMMENDED REVENUE BUDGET ADJUSTMENTS				\$	1,000	
Expenditures						
30-4710-810	Principal Expense	791,000	790,000	1,000	791,000	Per debt Service Schedule (rounding)
TOTAL RECOMMENDED EXPENDITURE BUDGET ADJUSTMENTS				\$	1,000	

SANITATION FUND						
Revenues						
68-3750-000	Recycling Revenue	559,238	550,000	9,238	559,238	
68-3790-101	Refuse Collection	1,679,997	1,658,000	21,997	1,679,997	
TOTAL RECOMMENDED REVENUE BUDGET ADJUSTMENTS			\$ 31,235			
Expenses						
68-5510-641	Waste Disposal - First Can	969,000	955,311	13,689	969,000	Higher Usage
68-5510-643	Recycling	625,000	615,762	9,238	625,000	Higher Usage
68-5510-644	Solid Waste - Tipping Fee	547,000	538,692	8,308	547,000	Higher Usage
TOTAL RECOMMENDED REVENUE BUDGET ADJUSTMENTS			\$ 31,235			



**Request for Council Action
City of American Fork
September 22, 2026**

DEPARTMENT: Finance
SUBMITTED BY: Terilyn Lurker

AGENDA ITEM: Review and action on a water banking agreement with Deer Park Development LLC for water rights in the amount of 42.112 acre-feet.

SUMMARY RECOMMENDATION: Staff would recommend approval.

BACKGROUND: Water banking agreements are authorized by the American Fork 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: NA

SUGGESTED MOTION: Move to approve the water banking agreement with Deer Park Development LLC for 42.112 acre-feet of water rights.

SUPPORTING DOCUMENTS:

[Water Banking Agreement - Deer Park Development 42.112 acre feet.pdf](#)

WATER BANKING AGREEMENT

This Water Banking Agreement (“**Agreement**”) is entered into as of the ____ day of _____, 2026 (“**Effective Date**”), by and between DEER PARK DEVELOPMENT, LLC (“**Owner**”), and AMERICAN FORK CITY, a municipal corporation and political subdivision of the State of Utah (“**City**”).

RECITALS

WHEREAS Water Right No. 55-2374 (“**Water Right**”) has been or will be deeded by Owner to the City; and

WHEREAS Permanent Change Application a54720 (“**Change Application**”), which is associated with the Water Right and was approved by an Order of the State Engineer dated August 31, 2026, permits the diversion of 42.112 acre-feet from City’s wells for municipal purposes within City’s service area; and

WHEREAS Owner is transferring the Water Right and Change Application to City in order to bank the water with City for use by Owner and/or others to meet City’s water dedication requirements for development; and

WHEREAS City is willing to accept the Water Right 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 Right. Owner has conveyed and assigned, or will convey and assign, the Water Right to City by warranty deed, and City has accepted or will accept the conveyance and assignment of the Water Right. City agrees and acknowledges that the Water Right is an acceptable water right 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 Right.

2. Title Insurance. City has obtained or will obtain, at Owner’s expense, a water rights title insurance policy for the Water Right.

3. Water Credits. In exchange for the transfer of the Water Right, City hereby grants to Owner water dedication credits for **42.112 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.

4. 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.

5. 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.

6. 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.

7. City's Use of Water Right. Upon execution of this Agreement, City shall have the full and unencumbered right to divert and beneficially use the water under the Water Right. City bears the responsibility to protect and maintain in good standing the Water Right, including placing the Water Right to beneficial use, filing proof documents on the Change Application, and filing other documentation with the Utah Division of Water Rights. Owner agrees to provide any information or other assistance, as requested by City, that is reasonably necessary to protect and maintain the Water Right. Owner's rights to Credits under this Agreement will not be affected if the Water Right is forfeited, abandoned, or otherwise lost due to City's nonuse.

8. 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.

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

10. 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.

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

12. 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.

13. 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.

14. 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.

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

16. 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.

17. 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.

18. 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.

EXHIBIT A

ASSIGNMENT OF WATER CREDITS

This Assignment of Water Credits ("Assignment") is entered into as of this ____ day of _____, 20__, by and between _____ ("Assignor"), whose mailing address is _____, 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 between AMERICAN FORK CITY and DEER PARK DEVELOPMENT, LLC, dated _____, 2026.

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

When Recorded, Return to:
American Fork City
Attn: Public Works Director
275 East 200 North
American Fork, UT 84003

Water Right Warranty Deed and Assignment

DEER PARK DEVELOPMENT, LLC, Grantor, hereby conveys, warrants, and assigns to **AMERICAN FORK CITY, Grantee**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, all of Grantor's right, title, and interest in and to the following water rights located in Utah County, Utah:

Water Right No. 55-2374, as identified of record with the Utah Division of Water Rights, together with approved **Change Application a54720** and all other applications pertaining thereto.

This water is conveyed to American Fork City pursuant to a Water Banking Agreement.

WITNESS the hand of GRANTOR this ____ day of September, 2026.

DEER PARK DEVELOPMENT, LLC
By: Tyler Horan, Manager

State of Utah }
 :ss.
County of _____}

On the ____ day of September, 2026, Tyler Horan personally appeared before me and duly acknowledged that he, acting in his authorized capacity as Manager of DEER PARK DEVELOPMENT, LLC, executed the foregoing Water Right Warranty Deed and Assignment for the purposes stated therein.

Notary Public

ACCEPTANCE BY PUBLIC ENTITY:

AMERICAN FORK CITY

By: Sam Kelly, Public Works Director

State of Utah }
 :ss.
County of _____}

On this ____ day of September, 2026, Sam Kelly personally appeared before me and duly acknowledged that he, acting in his authorized capacity as Public Works Director of AMERICAN FORK CITY, executed the foregoing Water Right Warranty Deed and Assignment for the purposes stated therein.

Notary Public

WATER RIGHTS ADDENDUM TO **WATER DEEDS**

Grantor: DEER PARK DEVELOPMENT, LLC

Grantee: AMERICAN FORK CITY

Water Right No(s): 55-2374 (a54720)

In connection with the foregoing water rights conveyance, Grantor hereby assigns to Grantee all water rights listed which are not yet capable by law of being conveyed by deed (e.g., pending or unapproved water rights) and all applications pertaining to the water rights listed (e.g., all change applications, extension applications, non-use applications, etc.). Grantor also makes the following declarations and disclosures:

SECTION 1 - TYPE OF DEED **Check one box only - Must match language in the deed**

- ☒ The foregoing deed is a warranty deed. (Grantor is making all standard warranties.)
- ☐ The foregoing deed is a special warranty deed. (Grantor is only warranting that Grantor has not previously conveyed title to others, i.e., a warranty of title as to all claiming by or through Grantor.)
- ☐ The foregoing deed is a quit claim deed. (Grantor is making no warranties.)
- ☐ The language in the foregoing deed is controlling as to the type of deed and associated warranties, if any.
(County Recorder should forward a copy of this form to the Utah Division of Water Rights if any box above is checked)

SECTION 2 - APPURTENANT WATER RIGHTS **Check one box only**

- ☐ All of Grantor's water rights approved for use on the following described parcel(s) are being conveyed.
- ☐ In addition to any specifically identified rights, all other water rights owned by Grantor and approved for use on the following described parcel(s) are being conveyed. _____
- ☒ No water rights other than those specifically identified by water right number are being conveyed.

SECTION 3 - WATER RIGHTS CONVEYED IN WHOLE OR IN PART **Check all applicable boxes**

- ☒ 100% of the following water rights described in the deed are being conveyed. Water Right Nos. 55-2374 (a54720)
- ☐ Only the portion indicated of the following water rights described in the deed are being conveyed.
- _____ acre-feet from Water Right No. _____ for: _____ families; _____ acres of irrigated land; stock water for _____ Equivalent Livestock Units; and/or for the following other uses: _____
- _____ acre-feet from Water Right No. _____ for: _____ families; _____ acres of irrigated land; stock water for _____ Equivalent Livestock Units; and/or for the following other uses: _____
- _____ acre-feet from Water Right No. _____ for: _____ families; _____ acres of irrigated land; stock water for _____ Equivalent Livestock Units; and/or for the following other uses: _____
- ☐ The language in the foregoing deed is controlling as to quantity, if any.

SECTION 4 - OTHER DISCLOSURES **Check all applicable boxes**

- ☐ Grantor is endorsing and delivering to Grantee stock certificates for _____ shares of stock in the following water company: _____
- ☐ Other water related disclosures: _____
- _____
- _____

The undersigned acknowledge sole responsibility for the information contained herein even though they may have been assisted by employees of the Utah Division of Water Rights, real estate professionals, or other professionals, except to the extent that title insurance or a legal opinion concerning such information is obtained.

Grantor's Signature: _____

Grantee's Acknowledgment of Receipt: _____

Grantee's Mailing Address: Attn: Public Works Director, 275 East 200 North, American Fork, UT 84003

NOTE: GRANTEE MUST KEEP A CURRENT ADDRESS ON FILE WITH THE UTAH DIVISION OF WATER RIGHTS



**Request for Council Action
City of American Fork
September 22, 2026**

DEPARTMENT: Development Services
SUBMITTED BY: Terilyn Lurker

AGENDA ITEM: Review and action on an ordinance amending Section 17.5.136 the American Fork City Development Code to authorize and regulate detached accessory dwelling units in accordance with Utah Code Section 10-21-304; establishing development, occupancy, parking, utility, and use requirements; providing for severability; and providing an effective date.

SUMMARY RECOMMENDATION: On September 16, 2026, the Planning Commission recommended approval of the proposed amendment to the American Fork Development Code by unanimous decision.

BACKGROUND:

The proposed ordinance seeks to amend the American Fork City Development Code to authorize and regulate detached accessory dwelling units in accordance with Utah Code Section 10-21-304.

BUDGET IMPACT: N/A

SUGGESTED MOTION: APPROVAL

I move to approve the ordinance amending the American Fork City Development Code to authorize and regulate detached accessory dwelling units in accordance with Utah Code Section 10-21-304; establishing development, occupancy, parking, utility, and use requirements; providing for severability; and providing an effective date

DENIAL

I move to deny the proposed ordinance.

TABLE

I move to table action for the proposed ordinance amending the American Fork City Development Code.

SUPPORTING DOCUMENTS:

[Sec 17.5.136 DADU.pdf](#)

[Section 17.5.136_DADU_Ordinance_Code Text Amendment.pdf](#)

[MEMO_09.22 CC Meeting.pdf](#)

[09.16.2026 UNAPPROVED PC Meeting Minutes.pdf](#)

Sec. 17.5.136 Detached Accessory Dwelling Units.

A. Purpose.

The purpose of this section is to permit and regulate detached accessory dwelling units in accordance with Utah Code § 10-21-304 (as amended) and other applicable law.

B. Applicability and Permitted Use.

1. A detached accessory dwelling unit is permitted on any lot or parcel that:
 - a. contains at least eleven thousand (11,000) square feet;
 - b. contains a detached single-family dwelling; and
 - c. is located where the single-family dwelling is a permitted use.
2. A detached accessory dwelling unit satisfying this section shall not require a conditional use permit when located in a primarily residential zone.
3. Nothing in this section authorizes a detached accessory dwelling unit on a lot or parcel smaller than eleven thousand (11,000) square feet.

C. Number of Accessory Dwelling Units.

No more than one accessory dwelling unit, whether attached, internal, or detached, may be located on a lot or parcel.

A detached accessory dwelling unit, and any other permitted accessory structures, shall not exceed 25% of the rear yard open space.

D. Building, Health, and Fire Codes.

A detached accessory dwelling unit shall comply with all applicable building, health, and fire codes.

E. Conversion of Existing Accessory Structures.

1. The owner of a legally constructed accessory structure may apply to convert the accessory structure to a detached accessory dwelling unit.
2. A conversion under this subsection shall comply with all applicable:
 - a. dwelling and accessory structure setback requirements; and
 - b. building, health, and fire codes.

3. The fact that an accessory structure was legally constructed does not exempt its conversion to a detached accessory dwelling unit from requirements applicable to the residential occupancy of the structure.

F. Development Standards.

A detached accessory dwelling unit shall follow all of the following development standards:

1. Setback
 - a.) A DADU shall be setback not less than 12 feet from all side and rear lot lines for internal lots.
 - b.) A DADU shall be setback not less than 12 feet from all internal side and rear lot lines for corner lots, and shall be set back not less than 20 feet for side lot lines on the corner side lot line.
 - c.) A DADU shall not be permitted forward of the primary elevation of the primary residential dwelling structure.
2. Height
 - a.) The maximum height permitted for a DADU shall be 24 feet. A DADU shall not be taller than the primary residential structure on the lot.
3. Maximum Area
 - a.) The footprint of a DADU shall not be great than 1500 square feet, and shall not exceed the footprint of the primary residential structure on site.
4. Building Materials
 - a.) A DADU shall be built using the same building materials as any single family detached home in the neighborhood. Galvanized corrugated or ribbed metallic materials shall not be permitted as façade treatments or finishes.
5. A DADU shall not be located within a public utility easement or other recorded easement; or
6. A DADU shall not be located within the front-yard area of the lot or parcel.

G. Parking.

1. For a detached accessory dwelling unit containing six hundred fifty (650) square feet or more of floor area, the City may require no more than two on-site parking spaces assigned to the detached accessory dwelling unit.
2. For a detached accessory dwelling unit containing less than six hundred fifty (650) square feet of floor area, the City may require no more than one on-site parking space assigned to the detached accessory dwelling unit.
3. Accordingly, each detached accessory dwelling unit shall provide:
 - a. two on-site parking spaces if the detached accessory dwelling unit is six hundred fifty (650) square feet or larger; or

b. one on-site parking space if the detached accessory dwelling unit is smaller than six hundred fifty (650) square feet.

4. If a detached garage is converted to a detached accessory dwelling unit, any parking spaces required for the principal single-family dwelling that were located within the detached garage shall be replaced on-site.

H. Owner Occupancy.

The owner of a lot or parcel containing a detached accessory dwelling unit shall reside in either:

1. the detached single-family dwelling; or
2. the detached accessory dwelling unit

located on the lot or parcel.

I. Rental Duration.

A detached accessory dwelling unit shall not be rented, leased, offered, or otherwise occupied as a rental for a period of less than ninety (90) consecutive days. A property used for rental purposes shall be registered with the American Fok Landlord Registry, and shall be required to have a business license.

J. Utility Service and Capacity.

A detached accessory dwelling unit is prohibited if:

1. the detached accessory dwelling unit will not have adequate access to a required utility service constituting a project improvement, including sanitary sewer, culinary water, electrical service, or storm water facilities; or
2. a utility service constituting a system improvement, including sanitary sewer, culinary water, electrical service, or storm water facilities, to which the detached accessory dwelling unit is required to connect lacks sufficient capacity to support the addition of the detached accessory dwelling unit to the utility service system improvements.

Any determination under this subsection shall be based upon the applicable utility requirements and documented utility capacity or service information.

K. Design Standards.

Any design standard applied to a detached accessory dwelling unit shall comply with Utah Code Section 10-20-618, as amended. No City requirement shall be interpreted or administered to impose a design standard prohibited by that section.

L. Administrative Review.

1. An application for a detached accessory dwelling unit shall be reviewed administratively by the Development Review Committee for compliance with this section and other applicable objective City requirements.
2. Approval shall not require a conditional use permit where prohibited by Utah Code Section 10-21-304 (as amended).
3. The Development Review Committee may require documentation reasonably necessary to determine compliance with the objective requirements of this section.
4. A written determination shall identify any requirement that has not been satisfied and the applicable provision of this section or other governing law.

M. Existing Regulations and Agreements.

Nothing in this section shall be construed to supersede or invalidate:

1. a City land use regulation governing a detached accessory building that is not a detached accessory dwelling unit;
2. a prohibition or restriction on detached accessory dwelling units contained in a development agreement signed by the City on or before May 6, 2026, to the extent preserved by Utah Code Section 10-21-304 (as amended); or
3. any other City land use regulation or administrative action that:
 - a. is not prohibited by law; and
 - b. relates to a detached accessory dwelling unit.

N. Compliance With State Law.

This section shall be interpreted and administered consistently with Utah Code Sections 10-21-304 and 10-20-618 (as amended). If a provision of this section directly conflicts with a mandatory provision of state law, the controlling provision of state law shall govern.

O. Fees

Development, permitting, and all associated utility fees shall be assessed in accordance with the adopted fee schedule.

ORDINANCE NO. _____

AN ORDINANCE CREATING SECTION 17.5.136 TITLED DETACHED ACCESSORY DWELLING UNITS PROVIDING FOR THE ADOPTION AND ENFORCEMENT OF THE AMENDMENTS.

WHEREAS, American Fork City is authorized to enact ordinances as are necessary and proper to promote the health, safety, morals, convenience, order, prosperity, and general welfare of American Fork; and

WHEREAS, Utah Code §§ 10-20-501 and 503 of Utah Code Annotated, 1953, as amended grants the City authority to enact, adopt and amend land use regulations; and

WHEREAS, the Planning Commission held a public hearing on September 16, 2026 to consider a Code Text Amendment to create Section 17.5.136; and

WHEREAS, at its Recommendation meeting, the Planning Commission voted in favor of a positive recommendation to the City Council of American Fork on September 16, 2026; and

WHEREAS, it is in the best interest and general welfare of residents of American Fork City to create Section 17.5.136 relating to providing regulations for Detached Accessory Dwelling Units within the City;

WHEREAS, the City has considered the impact this ordinance may have on family, health, stability, and formation;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF AMERICAN FORK, UT as follows:

**PART I
TEXT OF ORDINANCE**

SECTION 1. Section 17.5.136 of the American Fork Municipal Code is hereby amended to read as follows:

Sec. 17.5.136 Detached Accessory Dwelling Units.

A. Purpose.

The purpose of this section is to permit and regulate detached accessory dwelling units in accordance with Utah Code § 10-21-304 (as amended) and other applicable law.

B. Applicability and Permitted Use.

1. A detached accessory dwelling unit is permitted on any lot or parcel that:

- a. contains at least eleven thousand (11,000) square feet;
 - b. contains a detached single-family dwelling; and
 - c. is located where the single-family dwelling is a permitted use.
- 2. A detached accessory dwelling unit satisfying this section shall not require a conditional use permit when located in a primarily residential zone.
 - 3. Nothing in this section authorizes a detached accessory dwelling unit on a lot or parcel smaller than eleven thousand (11,000) square feet.

C. Number of Accessory Dwelling Units.

No more than one accessory dwelling unit, whether attached, internal, or detached, may be located on a lot or parcel.

A detached accessory dwelling unit, and any other permitted accessory structures, shall not exceed 25% of the rear yard open space.

D. Building, Health, and Fire Codes.

A detached accessory dwelling unit shall comply with all applicable building, health, and fire codes.

E. Conversion of Existing Accessory Structures.

- 1. The owner of a legally constructed accessory structure may apply to convert the accessory structure to a detached accessory dwelling unit.
- 2. A conversion under this subsection shall comply with all applicable:
 - a. dwelling and accessory structure setback requirements; and
 - b. building, health, and fire codes.
- 3. The fact that an accessory structure was legally constructed does not exempt its conversion to a detached accessory dwelling unit from requirements applicable to the residential occupancy of the structure.

F. Development Standards.

A detached accessory dwelling unit shall follow all of the following development standards:

- 1. Setback
 - a.) A DADU shall be setback not less than 12 feet from all side and rear lot lines for internal lots.
 - b.) A DADU shall be setback not less than 12 feet from all internal side and rear lot lines for corner lots, and shall be set back not less than 20 feet for side lot lines on the corner side lot line.
 - c.) A DADU shall not be permitted forward of the primary elevation of the primary residential dwelling structure.
- 2. Height

- a.) The maximum height permitted for a DADU shall be 24 feet. A DADU shall not be taller than the primary residential structure on the lot.
3. Maximum Area
 - a.) The footprint of a DADU shall not be great than 1500 square feet, and shall not exceed the footprint of the primary residential structure on site.
4. Building Materials
 - a.) A DADU shall be built using the same building materials as any single family detached home in the neighborhood. Galvanized corrugated or ribbed metallic materials shall not be permitted as façade treatments or finishes.
5. A DADU shall not be located within a public utility easement or other recorded easement; or
6. A DADU shall not be located within the front-yard area of the lot or parcel.

G. Parking.

1. For a detached accessory dwelling unit containing six hundred fifty (650) square feet or more of floor area, the City may require no more than two on-site parking spaces assigned to the detached accessory dwelling unit.
2. For a detached accessory dwelling unit containing less than six hundred fifty (650) square feet of floor area, the City may require no more than one on-site parking space assigned to the detached accessory dwelling unit.
3. Accordingly, each detached accessory dwelling unit shall provide:
 - a. two on-site parking spaces if the detached accessory dwelling unit is six hundred fifty (650) square feet or larger; or
 - b. one on-site parking space if the detached accessory dwelling unit is smaller than six hundred fifty (650) square feet.
4. If a detached garage is converted to a detached accessory dwelling unit, any parking spaces required for the principal single-family dwelling that were located within the detached garage shall be replaced on-site.

H. Owner Occupancy.

The owner of a lot or parcel containing a detached accessory dwelling unit shall reside in either:

1. the detached single-family dwelling; or
2. the detached accessory dwelling unit

located on the lot or parcel.

I. Rental Duration.

A detached accessory dwelling unit shall not be rented, leased, offered, or otherwise occupied as a rental for a period of less than ninety (90) consecutive days. A property used for rental purposes shall be registered with the American Fok Landlord Registry, and shall be required to have a business license.

J. Utility Service and Capacity.

A detached accessory dwelling unit is prohibited if:

1. the detached accessory dwelling unit will not have adequate access to a required utility service constituting a project improvement, including sanitary sewer, culinary water, electrical service, or storm water facilities; or
2. a utility service constituting a system improvement, including sanitary sewer, culinary water, electrical service, or storm water facilities, to which the detached accessory dwelling unit is required to connect lacks sufficient capacity to support the addition of the detached accessory dwelling unit to the utility service system improvements.

Any determination under this subsection shall be based upon the applicable utility requirements and documented utility capacity or service information.

K. Design Standards.

Any design standard applied to a detached accessory dwelling unit shall comply with Utah Code Section 10-20-618, as amended. No City requirement shall be interpreted or administered to impose a design standard prohibited by that section.

L. Administrative Review.

1. An application for a detached accessory dwelling unit shall be reviewed administratively by the Development Review Committee for compliance with this section and other applicable objective City requirements.
2. Approval shall not require a conditional use permit where prohibited by Utah Code Section 10-21-304 (as amended).
3. The Development Review Committee may require documentation reasonably necessary to determine compliance with the objective requirements of this section.
4. A written determination shall identify any requirement that has not been satisfied and the applicable provision of this section or other governing law.

M. Existing Regulations and Agreements.

Nothing in this section shall be construed to supersede or invalidate:

1. a City land use regulation governing a detached accessory building that is not a detached accessory dwelling unit;
2. a prohibition or restriction on detached accessory dwelling units contained in a development agreement signed by the City on or before May 6, 2026, to the extent preserved by Utah Code Section 10-21-304 (as amended); or
3. any other City land use regulation or administrative action that:
 - a. is not prohibited by law; and
 - b. relates to a detached accessory dwelling unit.

N. Compliance With State Law.

This section shall be interpreted and administered consistently with Utah Code Sections 10-21-304 and 10-20-618 (as amended). If a provision of this section directly conflicts with a mandatory provision of state law, the controlling provision of state law shall govern.

O. Fees

Development, permitting, and all associated utility fees shall be assessed in accordance with the adopted fee schedule.

PART II
PROVISIONS AND ADOPTION

Section 1. Severability

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

Section 2. Amendments to be added to the American Fork City Code.

The City Council of American Fork hereby directs that the provisions enacted by this ordinance shall be made and placed in the American Fork City Code.

Section 3. Effective Date

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF AMERICAN FORK, STATE OF UTAH, ON THIS ____ DAY OF _____, 202__.

Bradley J. Frost, Mayor

ATTEST:

Terilyn Lurker, City Recorder

MEMO

DATE: 09.17.2026

TO: American Fork City Council

FROM: Patrick O'Brien

RE: Detached Accessory Dwelling Unit Ordinance – September 16 Planning Commission Memorandum

On September 16, 2026, upon review by the Planning Commission of the proposed addition of Section 17.5.136 titled Detached Accessory Dwelling Units, modifications to the draft ordinance have been suggested and are to be brought forward to the City Council for their review and consideration.

Modification 1:

Change to “off-street parking” instead of “on-site parking” (Section 17.5.136(G) of the Draft Ordinance)

Modification 2:

Provide clarification on allowing Detached Accessory Dwelling Units to be built in the side yard as of right (Section 17.5.136(C) of the Draft Ordinance)

Modification 3:

Prohibit tandem parking as outlined in the parking requirements (Section 17.5.136(G) of the Draft Ordinance)

Modification 4:

Fix typo from “great” to “greater” (Section 17.5.136(F)(3) of the Draft Ordinance)

Modification 5:

Provide a setback from the main building to the Detached Accessory Dwelling Unit to 10 feet on the side and rear yard location (Section 17.5.136(F)(1) of the Draft Ordinance)

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AMERICAN FORK CITY PLANNING COMMISSION REGULAR SESSION

September 16th, 2026

The American Fork City Planning Commission met in a regular session on September 16th, 2026, at the American Fork City Hall, 31 North Church Street, commencing at 6:30 p.m.

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

Commissioners Absent:

Staff Present:

Cody Opperman	Senior Planner
Justin Peng	Planner I
Ben Hunter	City Engineer
Patrick O'Brien	Development Services Director
Katelyn Wiese	Administrative Assistant

Others Present: Elizabeth Phelon, Troy Anderson

REGULAR SESSION

Christine Anderson led the “Pledge of Allegiance”

Roll Call

PUBLIC COMMENT Opened

No Comments

PUBLIC COMMENT Closed

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COMMON CONSENT AGENDA

1. Minutes of the September 2nd, 2026, Planning Commission Regular Session.

David Bird motioned to approve the Common Consent agenda.

Harold Dudley 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

PUBLIC HEARINGS

- a. Public hearing on a proposed Code Text Amendment, known as "A" Definitions of the American Fork City Municipal Code. Amending Section 17.12.201, the Code Text Amendment provides definitions for accessory buildings, accessory dwellings, and accessory structures.**

Public Hearing Opened

No Comments

Public Hearing Closed

- b. Public hearing on a proposed Code Text Amendment, known as "D" Definitions of the American Fork City Municipal Code. Amending Section 17.12.204, the Code Text Amendment provides a definition for detached accessory dwelling units.**

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Public Hearing Opened

No Comments

Public Hearing Closed

- c. **Public hearing on a proposed Code Text Amendment, known as Detached Accessory Dwelling Units, of the American Fork City Municipal Code. Creating Section 17.5.136, the Code Text Amendment plans to provide regulations for Detached Accessory Dwelling Units within the City.**

Public Hearing Opened

No Comments

Public Hearing Closed

Ben Hunter arrived at 6:33pm

ACTION ITEMS

- a. **Review and action on an application for a Commercial Site Plan, known as, National GMC Addition, located at 629 E 1000 S, American Fork City. The Commercial Site Plan consists of 4.71 acres and is in the GC-2 Zone.**

Cody Opperman presented the National GMC commercial site plan, which proposes site improvements to the existing property and building. He explained that the applicant is requesting a reduction of the required perimeter landscaping strip along the north/northeast side of the property adjacent to the I-15 corridor. City Code Section 17.5.121 requires a minimum six-foot landscape strip around parking lot perimeters, or 14 feet when adjacent to a public right-of-way, but allows the Planning Commission to modify the requirement upon finding that the intent of the provision is met. Staff identified the landscaping reduction as the only outstanding condition of approval. Cody noted that the area currently has no landscaping and is separated from the I-15 corridor by an existing wall. Staff determined that the wall and location of the landscaping strip provided sufficient separation and that the reduction would not create a significant issue. He stated that, if the Commission found that the intent of the landscaping requirement was met, there would be no additional conditions of approval.

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Claire Oldham asked whether the requested reduction would constitute elimination of the landscape strip.

Cody Opperman confirmed that the request would allow the landscape strip to be reduced to zero feet in that location, consistent with the existing site condition. He reiterated that the wall separating the property from the I-15 corridor provided a barrier and that staff did not anticipate an issue with eliminating the landscaping in that area.

Christine Anderson commented that the purpose of the landscaping requirement is generally to provide an attractive visual barrier, but because the area is adjacent to I-15 and separated by a wall, she did not see a need for landscaping in this location and noted that it could create an unnecessary maintenance and watering burden.

Rodney Martin agreed, stating that there appeared to be no significant visual benefit to providing landscaping in the area based on the existing conditions.

Geoff Dupaix asked for clarification regarding whether reducing the landscaping requirement would allow the parking and drive aisle to extend farther toward the property boundary, thereby providing additional space for vehicle circulation.

Cody Opperman confirmed that allowing the reduction would provide additional pavement and vehicle circulation area by eliminating the required six-foot landscape strip.

Patrick O'Brien added that the additional space was also important from a life-safety perspective because the required landscaping area could affect fire access and drive aisle clearance. He stated that, given the lack of public visibility or benefit to the area, eliminating the landscaping would also avoid creating an unnecessary area requiring weed control and watering. Staff therefore considered the request reasonable.

Rodney Martin stated that he had driven through the site and believed the parking area should be expanded as much as possible to the edge of the property, where feasible.

Geoff Dupaix motioned to approve the proposed Commercial Site Plan, located at 629 E 1000 S, American Fork City, in the GC-2 Zone, as the Commercial Site Plan meets the requirements of Section 17.6.101 and Section 17.7.601, subject to any conditions found in the staff report.

Rodney Martin seconded the motion.

Voting was as follows:

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Christine Anderson	AYE
Chris Christiansen	AYE
Rodney Martin	AYE
Claire Oldham	AYE
David Bird	AYE
Harold Dudley	AYE
Geoff Dupaix	AYE

The motion passed

- b. Review and recommendation on a proposed Code Text Amendment, known as "A" Definitions of the American Fork City Municipal Code. Amending Section 17.12.201, the Code Text Amendment provides definitions for accessory buildings, accessory dwellings, and accessory structures.**

Patrick O'Brien explained that the next three items were closely related and would ultimately be addressed through the same introduction, although each required a separate public hearing. He reviewed recent state legislation, codified under Utah Code Section 10-21-304, requiring cities to allow detached accessory dwelling units (DADUs) on single-family-zoned lots of 11,000 square feet or more. He noted that the City already permits internal accessory dwelling units and that the proposed amendments would expand those provisions to include detached units. He explained that additional definitions and clarifying language were also being proposed to ensure consistency in how applicable terms are interpreted and applied, which encapsulated the "A" and "D" definition recommendations.

Patrick reviewed the proposed new section, 17.5.136, addressing detached accessory dwelling units. He explained that state law establishes specific limitations on what municipalities may require, including the City's ability to regulate DADUs on lots smaller than 11,000 square feet but not impose additional restrictions on qualifying lots of 11,000 square feet or more. The proposed ordinance generally follows the state requirements while providing an opportunity to evaluate how the regulations work in practice and make adjustments in the future.

He reviewed proposed development standards addressing setbacks, height, maximum unit size, location, building materials, parking, owner occupancy, rental duration, utility capacity, fees, and administrative review. He noted that existing accessory structures could be converted to DADUs under similar setback provisions to those already applicable to accessory structures. The proposed parking requirements would generally require one additional parking stall for a unit up

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to 600 square feet and up to two stalls for larger units, consistent with the limitations established by state law. He also explained that the owner would be required to occupy one of the two units, although the owner would not necessarily have to occupy the primary dwelling.

Patrick stated that short-term rentals would be restricted by requiring DADUs to be occupied or rented for a minimum of 90 days. He also discussed utility capacity and the need for impact fees to address additional demand on existing infrastructure. The proposed applications would be processed administratively through the DRC, similar to existing accessory structure and accessory apartment reviews. He emphasized that the proposal was not intended to be a final or permanent version of the ordinance and that the City could revisit and refine the regulations as needed. He noted that the City was required to have regulations in place by October 1.

Christine Anderson commented that she viewed the proposed ordinance as an important economic opportunity for residents by allowing them to use additional space on their property to generate income.

Rodney Martin stated that the proposed ordinance appeared to address the major requirements, including parking. He identified utility service capacity as an important consideration, particularly for properties with existing uses that may not currently meet the proposed standards.

Geoff Dupaix asked whether the language regarding parking being provided “on site” should be clarified, noting concerns about situations where parking could spill over onto the street.

Patrick O'Brien clarified that required parking must be provided within the property and cannot spill onto the street. He suggested that the language could be changed from “on-site parking” to “off-street parking” for greater clarity and explained that the intent was to require property owners to provide the required additional parking on their own property.

Geoff Dupaix explained that his concern stemmed from observing situations where multiple families occupy a property and the resulting parking demand extends into the street.

Patrick O'Brien agreed that the terminology could be further clarified and stated that “off-street parking” was consistent with the City's existing parking standards. He suggested specifying that required parking cannot be located within the City right-of-way to prevent attempts to interpret the language broadly.

Rodney Martin agreed that property owners could modify their own property to provide additional parking but should not use the street to satisfy the parking requirement.

Harold Dudley raised a concern that “off-street” parking could potentially be interpreted to allow someone to use a neighboring property through an easement or other arrangement to satisfy the requirement.

Patrick O'Brien suggested adding language to clarify that cross-parking agreements between separate lots would not be permitted for purposes of satisfying the DADU parking requirement.

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Christine Anderson raised a question regarding the proposed limitation that a DADU and other permitted accessory structures could not exceed 20% of the rear yard open space. She noted that some properties have substantial side yards and asked whether the ordinance should provide an option for DADUs to be located in side yards.

Patrick O'Brien answered that a separate percentage requirement for side yards could be appropriate and explained how the City's existing definition of side and rear yards affects the available space. He noted that allowing DADUs in side yards could create a much larger space, but may be affected by the same setback requirements as the primary structure. He also discussed the potential benefit of allowing a DADU to occupy a portion of the side yard while preserving rear yard space for other uses, such as a shop, barn, pool, or pool house. He clarified that the existing accessory structure provisions currently state that you may only build an accessory structure in the side yard after a variance approval.

Christine Anderson asked whether DADUs should be permitted outright in side yards rather than requiring a variance, noting that the existing regulations require a Board of Adjustment variance for certain accessory structures located in side yards.

Rodney Martin indicated support for allowing a DADU in the rear or side yard provided the required setbacks are maintained.

Chris Christiansen emphasized the need for applicable setbacks when considering side-yard placement.

Patrick O'Brien raised an additional concern regarding parking configuration and accessibility. He suggested that the ordinance should prevent required parking spaces from being arranged in a way that makes one of the required spaces difficult or impractical to use, such as tandem parking. He noted that providing two required stalls is less effective if one vehicle must be parked directly behind another and the arrangement prevents convenient access.

Claire Oldham agreed that the parking language should be clarified to address the concern.

Patrick O'Brien explained that standard parking stall dimensions are already regulated but agreed that tandem parking should be specifically addressed in the ordinance. He noted that the proposed changes could be incorporated into the motion rather than requiring each individual change to be separately incorporated into the ordinance text at that time.

Chris Christiansen raised a question regarding the proposed minimum footprint language for DADUs.

Rodney Martin asked whether the language should establish a minimum rather than simply using the current wording.

Patrick O'Brien explained that the City does not currently have a minimum size requirement for a DADU comparable to the minimum size applicable to a primary dwelling. He noted that a DADU could be a small studio or a conversion of an existing accessory structure and that the

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intent was to avoid unnecessarily restricting residents from creating a smaller unit. He confirmed, however, that DADUs would still be required to connect to applicable utilities.

Chris Christiansen noted that there was an apparent typo in the proposed language and that it should be changed from "great" to "greater"

Christine Anderson summarized several potential changes for consideration, including clarifying the parking language, addressing tandem parking, allowing DADUs in side yards, and correcting the apparent typo in the proposed language from "great" to "greater."

Patrick O'Brien confirmed that these items would be documented for consideration as part of the motion.

Harold Dudley expressed some reservations about allowing DADUs in side yards, while acknowledging the potential need for and benefits of the ordinance. He stated that he supported the concept of allowing DADUs on sufficiently large lots when applicable setbacks could be met but wanted the City Council to consider the implications of permitting side-yard DADUs.

Christine Anderson asked whether the Harold Dudley's concerns would be addressed if a DADU in a side yard were required to be set farther back so that it appeared more clearly secondary to the primary residence.

Patrick O'Brien agreed that the placement of a DADU in relation to the primary dwelling warranted additional consideration. He raised concerns regarding fire separation and building-code requirements if a DADU were located too close to the primary structure. He suggested establishing an additional setback between the primary dwelling and a DADU, regardless of whether the DADU was located in the side or rear yard. He discussed the importance of maintaining adequate space for emergency access and maneuverability around the structures.

Rodney Martin agreed that adequate space should be maintained to allow access around the structures.

Patrick O'Brien explained that approximately five feet may provide sufficient maneuvering space in some circumstances but that obstructions, such as air-conditioning units, could create problems. He emphasized the importance of maintaining adequate access around the entire structure.

Christine Anderson asked what the City's current setback requirement is between a primary structure and an accessory structure.

Patrick O'Brien explained that, for setback determination purposes, an accessory structure located within 12 feet of the primary structure is considered part of the primary structure.

Rodney Martin confirmed that 12 feet was the measurement he had been considering.

Patrick O'Brien suggested that the Commission could recommend a specific additional setback for DADUs or identify the issue for City Council consideration. He proposed that 10 feet could

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be an appropriate separation, noting that it would provide five feet from each structure and would be consistent with other minimum setback concepts used by the City.

Harold Dudley asked about requirements related to building materials and compatibility with surrounding homes.

Patrick O'Brien explained that the proposed ordinance already includes development standards requiring DADUs to use building materials similar to those used on single-family detached homes in the neighborhood. He noted that galvanized, corrugated, or ribbed metallic materials were proposed to be prohibited as façade treatments or finishes due to potential compatibility concerns with existing residential construction.

Christine Anderson asked whether similar requirements should apply to roof materials and whether the ordinance should include additional language addressing roof structure or materials.

Patrick O'Brien explained that the current language addresses building materials but does not specifically establish additional roofing requirements. He noted that some modern metal roofing products can have finishes that resemble residential materials such as slate and stated that he was open to additional language if the Commission felt it was necessary to preserve neighborhood character.

Christine Anderson asked whether the ordinance should include intent language addressing neighborhood character preservation or whether the existing purpose provision was sufficient.

Patrick O'Brien explained that the proposed ordinance already includes a purpose statement regarding the regulation of DADUs. He stated that additional intent language could be considered if the Commission believed it would provide useful guidance. He also explained that the DRC would rely on state requirements for issues not specifically addressed in the ordinance and that administrative decisions could be appealed through the City's existing process. He noted that additional specificity regarding façade and roofing materials could provide clearer guidance when reviewing proposed DADUs.

Chris Christiansen commented on the potential resale value implications of building materials.

Geoff Dupaix asked whether DADUs should be required to use the same building materials as the adjacent single-family home in order to provide greater consistency within neighborhoods.

Patrick O'Brien explained that this had been discussed and that there was a balance between maintaining neighborhood compatibility and allowing flexibility. He noted that requiring materials to exactly match an adjacent home could be overly restrictive, particularly because neighborhoods contain a variety of architectural styles.

Christine Anderson agreed that a homeowner may reasonably want to improve upon the existing home, particularly if the primary residence is older, and may want the DADU to have newer or upgraded materials rather than exactly matching the existing structure.

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Geoff Dupaix clarified that he was not necessarily suggesting an exact match, but rather some level of consistency with the surrounding neighborhood. He expressed concern about additions or new structures that use materials or designs that appear visually inconsistent with nearby homes.

Patrick O'Brien acknowledged the concern but noted that "neighborhood" can be difficult to define precisely and that the ordinance was intended to provide flexibility while establishing reasonable standards. He indicated that he was open to further discussion on the appropriate level of regulation.

Christine Anderson stated that residents would generally have an incentive to make improvements to their own property and create an attractive structure.

Rodney Martin expressed support for avoiding unnecessary overregulation.

Claire Oldham agreed.

Cody Opperman asked for clarification regarding the proposed additional setback between a DADU and the primary structure, specifically whether the setback would apply only when the DADU is located in the side yard or more generally.

Patrick O'Brien indicated that the intent would be to establish a 10-foot separation around the DADU from the primary structure.

Rodney Martin agreed that the separation should generally apply around the primary structure.

Christine Anderson asked whether a DADU would need to be located behind the primary residence.

Cody Opperman clarified that his question was whether the proposed 10-foot separation would apply only to side-yard placement or throughout the property.

Patrick O'Brien explained that a 10-foot separation could apply around the DADU. He noted that if an applicant wanted the structures closer together, the resulting configuration could potentially be treated as an addition, which is already permitted under existing regulations. He also explained that the proposal currently allows either an internal ADU or an external DADU, but not both on the same property. He suggested that the changes discussed could be incorporated into the motion based on the notes taken during the discussion.

Cody Opperman summarized the proposed changes discussed by the Commission, including: Clarifying the requirement as off-street parking rather than "on-site parking."; Allowing DADUs to be constructed in side yards without requiring a variance, provided applicable setbacks are met; Prohibiting tandem parking for required DADU parking spaces; Correcting the typo from "grade" to "greater."; Establishing a 10-foot separation between the primary structure and DADU, measured from eave to eave, for both side- and rear-yard locations.

Patrick O'Brien confirmed that the 10-foot separation could be measured wall-to-wall under the existing standard. He explained that, because of the upcoming state deadline, the intent was to

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move the ordinance to City Council the following week. He stated that staff would prepare the meeting minutes and a substantive staff report, with an additional memorandum documenting the Commission's discussion and requested changes so that the City Council could consider each item without having to recreate the discussion.

Christine Anderson asked whether a red-line amendment to the proposed ordinance would be appropriate to present to City Council for consideration.

Patrick O'Brien explained that a memorandum would likely be preferable to making direct red-line amendments to the proposed ordinance on short notice, as it would reduce the risk of inadvertently adding language that had not been discussed. He suggested that legal staff incorporate the agreed-upon changes into the ordinance.

Christine Anderson stated that she viewed the proposed ordinance as a good starting point and emphasized that the City's goal should be to meet residents' needs. She suggested revisiting the ordinance after approximately six months to evaluate how well it was working and whether changes were needed.

Patrick O'Brien suggested that a review approximately seven or eight months later, following the 2027 legislative session, could be beneficial. He noted that additional state legislative changes could affect the City's regulations and that the ordinance could continue to be refined over time.

Christine Anderson asked whether there were any further comments or questions.

Patrick O'Brien reminded the Commission that, although the three related items had been discussed together, separate motions would still be required for each item. He noted that the definitions would likely require straightforward motions, while the DADU ordinance would include the substantive changes discussed during the meeting.

Claire Oldham motioned to recommend approval for the proposed Code Text Amendment, amending Section 17.12.201 "A" Definitions where it provides definitions for accessory buildings, accessory dwellings, and accessory structures, and providing an effective date for the ordinance.

Chris Christiansen seconded the motion.

Voting was as follows:

Christine Anderson	AYE
Chris Christiansen	AYE
Rodney Martin	AYE

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Claire Oldham	AYE
David Bird	AYE
Harold Dudley	AYE
Geoff Dupaix	AYE

The motion passed

- c. Review and recommendation on a proposed Code Text Amendment, known as "D" Definitions of the American Fork City Municipal Code. Amending Section 17.12.204, the Code Text Amendment provides a definition for detached accessory dwelling units.**

Chris Christiansen motioned to recommend approval for the proposed Code Text Amendment, amending Section 17.12.204 "D" Definitions where it provides a definition for detached accessory dwelling units and providing an effective date for the ordinance.

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
Geoff Dupaix	AYE

The motion passed

- d. Review and recommendation on a proposed Code Text Amendment, known as Detached Accessory Dwelling Units, of the American Fork City Municipal Code. Creating Section 17.5.136, the Code Text Amendment plans to provide regulations for Detached Accessory Dwelling Units within the City.**

David Bird moved to recommend approval for the proposed Code Text Amendment, creating Section 17.5.136 titled Detached Accessory Dwelling Units relating to regulations for Detached Accessory Dwelling Units and providing an effective date for the ordinance, with the following modifications: Modification of off-street parking instead of onsite; provide clarification on allowing the DADU to be built in the side yard; prohibit tandem parking; fix typo from "great" to "greater"; and provide a setback from the primary building to the DADU from 10 feet for the side and rear, wall-to-wall.

Geoff Dupaix 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 with the noted additions

Other Business

Patrick O'Brien announced the opening of Rancho Market, a new grocery store in the City. The business received its final approval and business license the previous morning and worked late into the night to stock the store and open its doors. The official grand opening is scheduled for September 26. Staff have been working with the business for several months to help bring it to

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the City and streamline the approval process. The store occupies a previously vacant commercial unit. He noted that the new grocery store is already seeing strong activity and offers a variety of groceries, as well as an ice cream bar and churro bar. He highlighted this as a positive economic development addition to the City. He added that several new businesses are in the process of opening soon.

Adjournment

Rodney Martin motioned to adjourn the meeting.

Chris Christiansen 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

Meeting adjourned at 7:34 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 22, 2026

DEPARTMENT: Engineering
SUBMITTED BY: Terilyn Lurker

AGENDA ITEM: Review and action on an ordinance approving a code text amendment of the American Fork Municipal Code. Amending Section 12.12.030, the code text amendment clarifies maintenance of sidewalks along the frontage of adjacent property.

SUMMARY RECOMMENDATION: The staff recommends approval. The Planning Commission recommended approval of this project at the December 3, 2025 meeting.

BACKGROUND: Staff has initiated a Code Text Amendment to amend Section 12.12.030 of the American Fork City Municipal Code. The proposed amendment clarifies and strengthens existing language to identify that the owner or occupant of a property is responsible for maintaining the entire frontage of the property, including front, side, and rear. This modification also makes this section of code consistent with other sections of code outlining property owner maintenance responsibilities.

This item went forward to the City Council on 01.13.2026 following a recommendation of approval from the Planning Commission at the 12.03.2025 meeting. However, Mayor Frost asked that the item be tabled and brought forward at a later meeting.

BUDGET IMPACT: N/A

SUGGESTED MOTION: I move to adopt the ordinance approving the proposed Code Text Amendment, amending Section 12.12.030, titled Sidewalks - Cleaning By Property Owner to clarify the owner or occupant of a property is responsible for maintaining the entire frontage of the property, including front, side, and rear, and providing an effective date for the ordinance.

SUPPORTING DOCUMENTS:

[09.22.26 - Section 12.12.030.docx](#)

[12.12.030 Code Text Amendment Revisions 2025-09 - Redlines.docx](#)

[12.3.2025 Approved PC Meeting Minutes.pdf](#)

[City Council - REGULAR SESSION - Jan 13, 2026 7_00 PM.pdf](#)

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 12.12.030 TITLED SIDEWALKS AND FRONTAGE – CLEANING BY PROPERTY OWNER, AND PROVIDING FOR THE ADOPTION AND ENFORCEMENT OF THE AMENDMENTS.

WHEREAS, American Fork City is authorized to enact ordinances as are necessary and proper to promote the health, safety, morals, convenience, order, prosperity, and general welfare of American Fork; and

WHEREAS, Utah Code §§ 10-20-501 and 503 of Utah Code Annotated, 1953, as amended grants the City authority to enact, adopt and amend land use regulations; and

WHEREAS, the Planning Commission held a public hearing on December 3, 2025, to consider a code text amendment to amend Section 12.12.030; and

WHEREAS, at its December 3, 2025, meeting, the Planning Commission voted in favor of a positive recommendation to the City Council of American Fork; and

WHEREAS, it is in the best interest and general welfare of residents of American Fork City to amend Section 12.12.030 relating to sidewalks and frontage and cleaning by property owners;

WHEREAS, the City has considered the impact this ordinance may have on family, health, stability, and formation;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF AMERICAN FORK, UT as follows:

**PART I
TEXT OF ORDINANCE**

SECTION 1. Section 12.12.030 of the American Fork Municipal Code is hereby amended to read as follows:

It is unlawful for any occupant or owner of property abutting on any street within the city to neglect or fail to clean and keep clear of all weeds, ice, snow, or rubbish, all sidewalks adjacent to such property, including those located along the front, side, and rear boundaries of the property.

PART II
PROVISIONS AND ADOPTION

Section 1. Severability

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

Section 2. Amendments to be added to the American Fork City Code.

The City Council of American Fork hereby directs that the provisions enacted by this ordinance shall be made and placed in the American Fork City Code.

Section 3. Effective Date

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF AMERICAN FORK, STATE OF UTAH, ON THIS 22nd DAY OF SEPTEMBER, 2026.

Bradley J. Frost, Mayor

ATTEST:

Terilyn Lurker, City Recorder

Sec 12.12.030 Sidewalks - Cleaning By Property Owner

It is unlawful for any occupant or owner of property abutting on any street within the city to neglect or fail to clean and keep clear of all weeds, ice, snow, or rubbish all sidewalks adjacent to such property, including those located along the front, side, and rear boundaries thereof.

It is unlawful for any occupant or owner of property abutting on any street within the city to neglect or fail to clean and keep clear of all weeds, ice, snow, or rubbish, all sidewalks adjacent to such property, including those located along the front, side, and rear boundaries of the property.

UNAPPROVED MINUTES

12.3.2025

AMERICAN FORK CITY PLANNING COMMISSION REGULAR SESSION

December 3, 2025

The American Fork City Planning Commission met in a regular session on December 3rd, 2025 at the American Fork City Hall, 31 North Church Street, commencing at 6:30 p.m.

Commissioners Present: Christine Anderson, Claire Oldham, Geoff Dupaix, David Bird, Chris Christiansen

Commissioners Absent: Harold Dudley, Rod Martin

Staff Present:

Cody Opperman	Planner II
Ben Hunter	City Engineer
Katy Wiese	Administrative Assistant

Others Present:

REGULAR SESSION

Christine Anderson led the “Pledge of Allegiance”

Roll Call

COMMON CONSENT AGENDA

- 1. Minutes of the October 22, 2025 Planning Commission Regular Session.**
- 2. Minutes of the November 19, 2025 Planning Commission Regular Session.**
- 3. Planning Commission Meeting Schedule for 2026**

Geoff Dupaix motioned to approve the Common Consent agenda.

Chris Christiansen seconded the motion.

UNAPPROVED MINUTES

12.3.2025

Voting was as follows:

Geoff Dupaix	AYE
Christine Anderson	AYE
Claire Oldham	AYE
David Bird	AYE

The motion passed

PUBLIC HEARING

- a. Public hearing, review, and recommendation on a proposed Code Text Amendment, known as Sidewalks – Cleaning By Property Owner of the American Fork City Municipal Code. Amending Section 12.12.030, the Code Text Amendment plans to clarify and strengthen existing language to detail that the owner or occupant of a property is responsible for maintaining the entire frontage of the property, including front, side, and rear.**

Ben Hunter explained that two separate sections of code referred to the responsibility of the property owner, and that this clarification would allow this section code to be more consistent in referring to the frontage of the home as the front, side, and rear of the home and park strip.

Christine Anderson opened Public hearing – no public comment

Christine Anerson closed Public hearing

Geoff Dupaix stated that overgrown weeds and trees (e.g., along 900 West and 1120 North) reduce usable sidewalk and trail width and create unsafe conditions. He asked whether the enforcement portion of the code also needs clarification.

Ben Hunter responded that enforcement mechanisms already exist. Code enforcement can cite violations for overgrown weeds or similar issues, whether identified by staff or through Report-a-Concern submissions. He said the proposed code clarifications help identify who is responsible for each area.

UNAPPROVED MINUTES

12.3.2025

Geoff Dupaix noted that some city-owned property, such as along 1120 North near Mitchell Hollow Park, is also overgrown and emphasized that the city should set the example.

Ben Hunter agreed and explained that the city has addressed issues on city-fronted properties, citing specific examples where staff have mowed or maintained weeds. He confirmed the city is responsible for its own frontage.

Geoff Dupaix asked if the city has considered xeriscaping city-owned park strips to reduce maintenance needs.

Cody Opperman explained that new developments must meet water-efficiency standards (Code 17.21), such as no lawn in new park strips, landscaped islands, or more than 10% lawn overall. Xeriscaping and rock/gravel treatments are required. Existing developed areas are not required to retrofit, but water-wise landscaping is encouraged, and residents may use CUWCD "Flip-Your-Strip" incentives.

Geoff Dupaix clarified he was specifically asking about city-owned properties.

Cody Opperman said that for new city projects, such as the upcoming 300 West/200 South roundabout, xeriscaping is included. Retroactive improvements could also be addressed through future capital projects. He added that code enforcement is not citation-heavy; residents typically receive a warning and 30 days to resolve issues, and the city works with them if they are actively trying to comply.

Christine Anderson asked whether the code clarifies who maintains sidewalks located behind a subdivision wall where the owner may not realize they are responsible.

Ben Hunter said yes; the code clarifies that adjacent owners are responsible even if the area is behind a wall. He reiterated that the city handles such cases with education rather than immediate citations.

Geoff Dupaix asked whether the city could include seasonal reminders in the newsletter about maintaining weeds and keeping sidewalks clear.

Ben Hunter agreed and said he could pass that suggestion to the community outreach team for spring and fall reminders.

David Bird asked who is responsible for repairing sidewalks damaged by trees in park strips.

Ben Hunter explained that when problem trees in park strips (public right-of-way) cause damage, the city identifies and removes the trees, coordinates with property owners, and typically repairs the damaged infrastructure. He noted that recommended tree lists are provided to help prevent future damage. He also referenced upcoming projects, such as the roundabout at 300 South, which will incorporate xeriscaping in some areas.

UNAPPROVED MINUTES

12.3.2025

Geoff Dupaix moved to recommend approval for the proposed Code Text Amendment, amending Section 12.12.030, titled Sidewalks – Cleaning By Property Owner, relating to frontage maintenance and providing an effective date for the ordinance.

Claire Oldham seconded the motion.

Voting was as follows:

Geoff Dupaix	AYE
Christine Anderson	AYE
Claire Oldham	AYE
David Bird	AYE

The motion passed

- b. Public hearing, review, and recommendation on a proposed Code Text Amendment, known as Easements of the American Fork City Municipal Code. Amending Section 15.01.110, the Code Text Amendment plans to add clarity to existing references to "Public Utility Easements" and the accompanying easement requirements.**

Ben Hunter explained that the intent of the code revision is to remove the requirement for five-foot public utility easements on the sides of all newly developed lots. He stated that the ten-foot easements at the front of lots and the five-foot easements at the rear would remain. He noted that side easements are rarely used by the city, as most utilities (e.g., Rocky Mountain Power, Dominion Energy, communications) typically use front easements, while the city obtains dedicated easements when needed for water or sewer lines.

Christine Anderson opened Public hearing – no public comment

UNAPPROVED MINUTES

12.3.2025

Christine Anderson closed Public hearing

Geoff Dupaix mentioned that he was glad to see this change, as the 5-foot easement has been a sticking point for previous projects.

David Bird motioned to recommend approval for the proposed Code Text Amendment, amending Section 15.01.110, titled Easements, relating to Public Utility Easement requirements and providing an effective date for the ordinance.

Geoff Dupaix seconded the motion.

Voting was as follows:

Geoff Dupaix	AYE
Christine Anderson	AYE
Claire Oldham	AYE
David Bird	AYE

The motion passed

Other Business

Christine Anderson brought up an extended window to review the general plan, they had until Monday, December 8th, 2025, to get comments to Patrick. She mentioned that there had been very few comments submitted up to that point, and emphasized that this would be the most expedient way to make changes that were needed.

Adjournment

Geoff Dupaix motioned to adjourn the meeting.

Claire Oldham seconded the motion.

UNAPPROVED MINUTES

12.3.2025

Voting was as follows:

Geoff Dupaix	AYE
Christine Anderson	AYE
Claire Oldham	AYE
David Bird	AYE

The motion passed

Meeting adjourned at 6:51 PM

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

on 200 West near Shelley Elementary may require the city to prioritize work in that area instead, which could affect the timing or location of this project.

Voting was as follows:

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Ryan Hunter, Council Member
SECONDER:	Ernie John, Council Member
YES:	Carroll, Taylor, Hunter, Holley, John

14. Review and action on approval of the Standard Operating Procedures for Municipal Stormwater Responsibilities required under the American Fork City MS4 Permit.
Council Member Carroll moved to approve and adopt the standard operating procedures for American Fork City Municipal Separate Storm sewer system activities as presented and authorize the Storm Drain Division to implement and update procedures as required for compliance with the small MS4 permit. Council Member John seconded the motion. Voting was as follows:

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Staci Carroll, Council Member
SECONDER:	Ernie John, Council Member
YES:	Hunter, John, Carroll, Holley, Taylor

15. Review and action on an ordinance approving a code text amendment, known as Easements, of the American Fork City Municipal Code. Amending Section 15.01.110, the code text amendment removes standard side yard easements.
Council Member Taylor moved to adopt Ordinance No. 2026-01-02, approving the proposed code text amendment amending section 15.01.110 title easements clarifying easements references removing side yard easements requirements and providing an effective date for the ordinance. Council Member John seconded the motion. Voting was as follows:

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Clark Taylor, Council Member
SECONDER:	Ernie John, Council Member
YES:	Carroll, John, Holley, Taylor, Hunter

16. Review and action on an ordinance approving a code text amendment, known as Sidewalks - Cleaning by Property Owner, of the American Fork City Municipal Code. Amending Section 12.12.030, the code text amendment plans to clarify the existing language to detail that the owner or occupant of a property is responsible for maintaining the entire frontage of the property, including front, side, and rear.
Mayor Frost stated that agenda item number 16 would be brought back for discussion during a future work session to allow additional time for review and discussion.

17. Review and action on an Encroachment Agreement with the Utah Department of Transportation (UDOT) for Project S-R-399(40).
Council Member John moved to approve the encroachment license agreement with the Utah Department of Transportation (UDOT) for the work project S-R-399 (40). Council Member Taylor seconded the motion. Voting was as follows:



**Request for Council Action
City of American Fork
September 22, 2026**

DEPARTMENT: Fire
SUBMITTED BY: Terilyn Lurker

AGENDA ITEM: Review and action on approval of a purchase order request to CO Building Systems for steel for the metal building at temporary Station 53.

SUMMARY RECOMMENDATION: The Fire Chief would recommend approval.

BACKGROUND: American Fork is in the process of preparing for a temporary Fire Station 53. The approval of this purchase order request will allow the Fire Department to place the steel order, which will take several weeks to be delivered.

BUDGET IMPACT: \$55,367.00 in Fire Impact Fees

SUGGESTED MOTION: Move to approve the purchase order request to CO Building Systems for steel for the metal building at temporary Station 53.

SUPPORTING DOCUMENTS:
[Purchase Requisition - Steel for Metal Building.pdf](#)



(attach quotes, bids, or contracts)



9/11/2026

Quote #: 6040112R3
Sales Rep: BC
email: brandon.childs@cobuildings.net

Page 1 of 6

Order # _____
Est. Ship Date: _____
Draftsman : _____

Building Purchase Order**1. BUYER:** (where drawings will be mailed)

Name: American Fork City
Address: 51 East Main Street
City: American Fork State: UT Zip: 84003
Contact: Anna Montoya
Phone: 801-763-3080
Cell: 801-767-7085
Email: amontoya@americanfork.gov

Project: American Fork, Utah

2. OWNER: (as it will appear on drawings)

Name: American Fork City
Address: 51 East Main Street
City: American Fork State: UT Zip: 84003
Contact: Anna Montoya
Phone: 801-763-3800

PROJECT ADDRESS

690 West 620 South
American Fork, UT 84003

DELIVERY ADDRESS

(If different than project address)

Engineered Structural Steel Drawings For Construction: 3ea

NO PRODUCTION HOLD, PENDING (1WEEK MAX) BUYER APPROVAL OF DRAWINGS**3. BUILDING DESIGN:**

Building Profile:	Symmetrical Double Slope		
Main Frame Type:	'tapered depth 2 rigid frame with interior columns at: co option 2 rigid frames, clear span		
Width:	36'-0"		
Length:	60'-0"		
Height:	16'-0"	Front Side Wall	
	16'-0"	Back Side Wall	
Inside Clearance:	N A		
Roof Slope:	1.0:12		
Side Wall Bay Spacing:	3 at 20	Girt Design FSW / BSW	Bypass
Left End Wall:	Non-expandable Rigid	Girt Design LEW:	Flush
Right End Wall:	Non-expandable Rigid	Girt Design REW:	Flush

4. LOADING CONDITIONS:

Please Verify with your local building official the following information. Price is subject to change accordingly.

Building Use: Fire station

Building Code: IBC 2024 Risk Category IV (Table 1604.5)

Live Load: 20 psf

Ground Snow Load Pg 53.0 psf

Flat Roof Snow Load Pf: 41.7 psf (Includes Thermal Ct=1.125, Exposure, Ce=1)

Roof Insulation R Value: See Item #11

Minimum Roof Snow Load : psf

Auxiliary: 0 psf

Wind Load (Ultimate): 125 mph EXP: C Risk Category IV

Seismic Site Class: D & E Seismic Acceleration Ss: 143.0% (I=1)

Crane Type: N A

Quote #: 6040112R3
Sales Rep: BC

Page 2 of 6

5. ROOF COVERING:Roof Color: Galvalume
Roof Panel Type: PBR
Roof Gauge: 26
Fastener Length: 1.25"
Roof Lights: NONETrim Color: White
Trim Type: Commercial**6. WALL COVERING:**Wall Color: Gray
Wall Panel Type: PBR
Wall Gauge: 26
Fastener Length: 1.25"
Base Support: Die Formed Base
Wall Lights: NONETrim Color: White**7. DOOR FRAMED OPENINGS:**Front Sidewall: (1) 16' -5" Wide x 8' High (no garage door to be installed)
Back Sidewall: none
Left Endwall: (1) 14' Wide x 14' High
(1) 12' Wide x 12' High
Right Endwall: (1) 12' Wide x 12' High
(1) 14' Wide x 14' High
Door Jamb Cover Color: White**8. GUTTERS & DOWNSPOUTS:**

(Not recommended over 1:12 roof pitch or greater)

Front Sidewall: 60 Inft
Back Sidewall: 60 Inft
Gutter Color: WhiteFront Sidewall Downs: 2
Back Sidewall Downs: 2
Down Spout Color: White**9. WALK DOORS:**

Quantity: 1ea 3070KD Walk Door with lever lockset (Includes F.O.)

10. WINDOW FRAMED OPENINGS: NONE**11. INSULATION:**Roof Insulation: 10 " Full Cavity with banding
Roof Insulation R Value: R-32
Roof Facing: Liner SystemWall Insulation: 8" (R-27.1)
Wall Facing: Energy Craft
Hangers & Thermal Tape**12. WALL LINER COVERING:**Lineal Feet / Locations: 60 Inft FSW, 60 Inft BSW, 36 Inft LEW, 36 Inft REW (Less Framed Openings)
Height: 10' High
Panel Color: Interior White
Panel Type: "R"
Gauge: 26
Fastener Length: 1.25"Trim Color: Interior White
Base Support: Base Angle
Base Trim Color: N A**13. PARTITIONS: NONE****14. SIDEWALL EAVE EXTENSIONS: NONE****15. ENDWALL PURLIN EXTENSIONS: NONE**



Quote #: 6040112R3

Sales Rep: BC

Page 3 of 6

16. ADDITIONAL INFORMATION:

Front Sidewall is adjacent to Existing 31' Wide x 10' -8" High (See Sketch)

PRICE & WEIGHT SUMMARY

NET WITHOUT FREIGHT OR TAX:	\$	55,367.00
FREIGHT: (Est. mileage: 90)		INCLUDED
SALES TAX: 6.75%		EXEMPT SEE ID ON FILE
TOTAL COST:	\$	55,367.00
25% DEPOSIT	\$	13,841.75
BALANCE DUE ON DELIVERY-COD	\$	41,525.25
ESTIMATED WEIGHT: 16,312 lbs		

(To end of pavement only)

CERTIFIED FUNDS ONLY

PAYMENT REQUIRED WITH FIRST LOAD

Craig D. Oberg, President

SELLER DATE: _____

I have reviewed items 1 - 16 and have determined all to be correct

Accepted by _____ BUYER DATE: _____

Purchase is subject to CO Building Systems Standard Terms and Conditions.



9/11/2026

Page 4 of 6

Quote #: 6040112R3
Sales Rep: BC
email: brandon.childs@cobuildings.net

Order # _____
Est. Ship Date: _____
Draftsman : _____

Project Design Information

Dear Building Official:

In order to comply with Your Local Building Codes, we have collected the following data for a project under your jurisdiction. Please review this information for accuracy.

Local Building Official: Dan Loveland
City/County: American Fork City
Phone: _____
Email: dloveland@americanfork.gov

(RDPRC) Registered Design Professional In Responsible Charge, See IBC Section 202 (NOT CO Building Systems)

Name: Steve Isaacson - Architectural Coalition
Phone: 801-491-0275
Email: Archcoalition@hotmail.com

Project Name: Temp Fire Station 53
Project Address: 690 West 620 South
City: American Fork **County:** UT **State:** UT **Zip Code:** 84003
Elevation: 4,606 Feet

Building Use: Fire Station

Required Code For Design:	IBC 2024	Risk Category IV (Table 1604.5)
Live Load:	20 psf	
Ground Snow Load Pg:	53.0 psf	
Roof Snow Load Pf:	41.7 psf (Includes Thermal Ct=1.125, Exposure, Ce=1)	
Min Roof Snow Load Pm:	psf	
Auxiliary:	0 psf	
Wind Load (Ultimate):	125 mph EXP: C	Risk Category IV
Seismic Site Class:	D (Default)	(I=1)
Seismic Acceleration Ss:	143.0%	Seismic Acceleration S1: 51.0%
Fa:	0.92	Fv: 2.57
Ss x Fa = Sms:	1.32	S1 x Fv = Sm1: 1.31

Thermal Block Required: NO
Roof Insulation Required: _____
Wall Insulation Required: _____

If your requirements differ from the above, please make corrections on this letter and send back to us within 24 hours. We cannot begin Engineering or Design until we have this document returned to our office with a signature below.

Thank you for your efforts,
CO Building Systems, Inc.

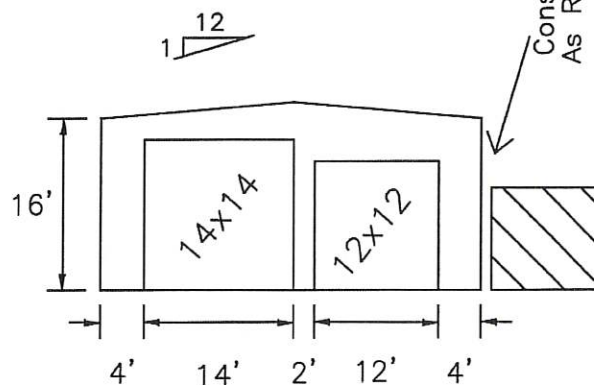
Signed: _____
Bldg Official Buyer Owner RDPRC (Circle One)

Date: 9-15-26

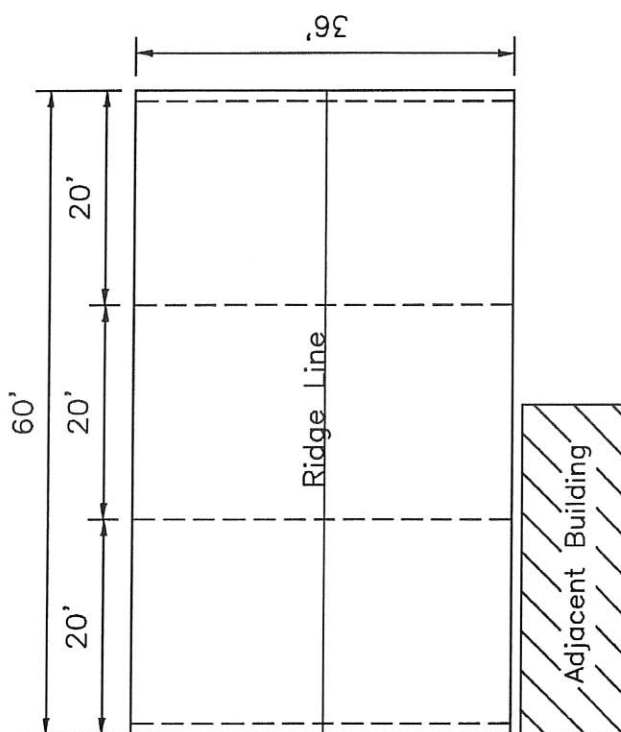
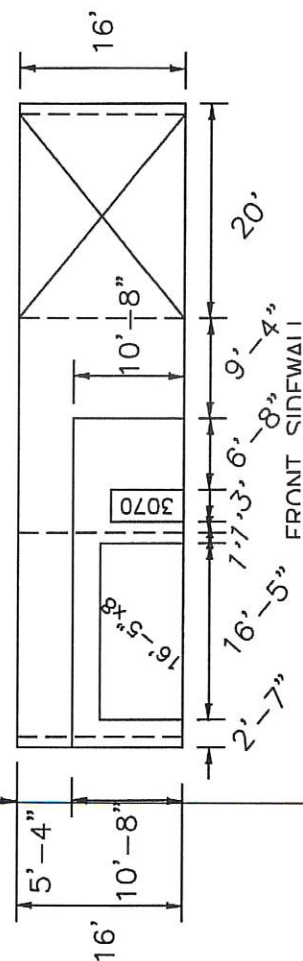
Price Quotes are subject to change thirty (30) days after issue date of Original Quote Confirmation. Any item not specifically stated as included on the document is excluded. Standard C O BUILDINGS specifications are assumed unless specifically amended on this document. Attached documents do not fulfill this requirement. Signature of buyer indicates that he/she understands that 25% Deposit is required upon return of this document to C O BUILDING SYSTEMS and all remaining balances are due upon receipt of said building unless other arrangements are made prior to shipment. Buyer agrees that regardless of his or her circumstances, or other arrangements, payment will be made in full on or before the end of the month in which the said building was received. All overdue accounts will be charged interest at the rate of 1.5% or 18% per annum. Purchaser also agrees that in the event of legal action, he/she is responsible for all expenses incurred By Seller.

CONDITIONS

1. Shipments and deliveries shall be subject to approval of Seller. If Purchaser fails to fulfill the terms of payment, Seller may defer further shipments or may, at its option, cancel the unshipped balance of this order and all other of Purchaser's then unfilled orders. Seller reserves the right, previous to making any shipments, to require from Purchaser satisfactory security for performance of Purchaser's obligations. Seller also reserves the right to divide this order into separate shipments and invoice such shipments separately, in which case each shipment shall be deemed a separate contract and payment therefore due in accordance with the terms hereof. If, because of default of Purchaser, any shipment must be diverted or returned to Seller, Purchaser shall pay all demurrage, transportation and other costs incurred as a result thereof. No failure of Seller to exercise any rights accruing from any default of Purchaser shall impair Seller's rights in case of any subsequent default of Purchaser. All rights of Seller hereunder shall be cumulative.
 2. The seller shall not be liable or responsible for loss, damage, or delays in deliveries due to fires, strikes, lockouts or other labor troubles, floods, car shortage, embargoes, transportation delays, accidents at Mill, Government Regulations, including Preference, Allocation or Priority systems for Government and other orders, or other contingencies beyond Seller's control, nor liable for consequential damages from any cause whatsoever.
 3. Any taxes which the Seller may be required to pay or collect, under existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing, use, consumption or transportation of any of the materials covered hereby, shall be for the account of the Purchaser, who shall promptly pay the amount thereof to the Seller upon demand.
 4. Claims for errors, shortages, imperfections, deficiencies, etc., will not be entertained by Seller unless made within seven (7) days after receipt of goods and Seller shall not in any event be liable for labor charges or consequential damages arising from the use of defective material. In no event shall Seller's liability exceed the purchase price of the material. In case any material furnished by Seller is not in accordance with this order it is understood that the Purchaser will immediately discontinue its use and advise the Seller of the facts in order that the Seller may have the opportunity of deciding what shall be done in the circumstances so that possible loss or damage to either party shall be prevented or minimized.
 5. Materials shall be within the limits and of the sizes published by the Seller, and subject to permissible variations in accordance with the Seller's or Manufacturers' Standard practice.
 6. Seller shall not be responsible for loss of, or damage to goods in transit.
 7. Where Purchaser is to inspect, inspection and acceptance must be made before shipment.
 8. Orders that are cancelled by the Purchaser are subject to cancellation charges determined by the Seller. All orders, unless otherwise agreed upon in writing, are for unrestricted shipment at Seller's convenience. It is distinctly understood that the Purchaser will not issue instructions to delay manufacture for shipment of the material. Seller may invoice Purchaser for work completed to date on orders that are placed on hold by the Purchaser, and Purchaser agrees to pay for such work completed within thirty (30) days. When manufactured material has to be stored, storage charges determined by the Seller will be charged.
 9. Seller's acceptance or shipment of Purchaser's order shall not imply the renewal, extension, or creation of any agreement between Purchaser and Seller not in effect at this date.
 10. Seller warrants only that its products are free from defects in materials and workmanship on the date of shipment from its plant. Seller's obligation under this warranty shall be limited to repairing or replacing (but not dismantling and installing) such products which prove to be thus defective within one (1) year from date of the original shipment by Seller and which Seller's examination shall disclose to be thus defective. Any products so repaired or replaced as provided herein shall be subject to warranty only for the remainder of the time applicable to the original warranty period.
 Seller assumes no responsibility for buildings which are loaded beyond the design for live and wind loads by unusual conditions such as crane loads and bulk storage loads, or for buildings subjected to misuse, neglect, improper erection, abnormal weather conditions, acts of God, or inadequate foundations.
 Seller shall determine whether correction of any defect or failure under this warranty shall be by repair or replacement. Seller's liability shall not arise unless repairs are made under the supervision of or with written approval of Seller. Shipping costs incurred in returning defective material shall be paid by Seller, but only if Seller authorizes such shipment in writing. If Seller's examination proves the product to be defective as herein defined, return shipment shall be prepaid by Seller, otherwise, return shipment shall be freight collect to the consignee. Title to any replaced material shall pass to Seller. This warranty does not cover products, accessories, parts or attachments, such as hinged doors and hardware, aluminum sliding sash, ventilators, and sectional overhead doors, which are not manufactured by Seller, except to the extent of the warranty given Seller by the actual manufacturer. All claims filed under the provisions of this warranty must be presented to Seller in writing, delivered by Registered or Certified mail, during the warranty period and not more than thirty (30) days after detection of any apparent defects.
 This warranty is extended to the original owner of the products purchased hereunder and is not transferable and non-assignable.
- THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS AGREEMENT, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SELLER SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES (SUCH AS DAMAGES TO THE CONTENTS OR FURNISHINGS OF ANY BUILDING) OR ANY LOSS OF ANY KIND WHATSOEVER.
11. Unless otherwise indicated, all shipments are F. O. B. Seller's Plant. Freight and/or hauling charges are for the account of the purchaser. Standard Freight if included is over Paved Roads only. Improved Gravel Roads require double the rate per mile. (28 feet min width gravel surface) Freight over unimproved roads is not allowed. Freight beyond improved roads is at jobsite only. Driver's discretion will govern.
 12. Should payment not be received within the time specified or agreed to, interest at the rate of 1 1/2 % per month (18% APR) or the maximum allowed by state law will be added. In case suit is instituted to collect any portion of monies payable under this contract or to enforce or defend any of its terms and conditions, the Purchaser agrees to pay such additional sum as the court may adjudge reasonable as Seller's attorney's fees and court costs.



RIGHT FNDWAI I

Const. Tol.
As Required

NOTES:



**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) CO Building Systems & Manufacturing, Inc.	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 320 West 100 North	Requester's name and address (optional)
6 City, state, and ZIP code Ephraim UT 84627		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

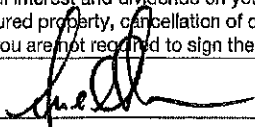
Social security number								
			-				-	
or								
Employer identification number								
8	7	-	0	4	3	5	8	7

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date 2/4/26
------------------	---	-----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they