

**AMERICAN FORK CITY PLANNING COMMISSION**  
**MAY 19, 2021**  
**REGULAR SESSION**

Notice is hereby given that the American Fork City Planning Commission will meet in regular session on May 19, 2021, at the American Fork City Hall, 31 North Church Street, commencing at 7:00 p.m. **Face coverings are requested for those in attendance.**

The agenda shall be as follows:

1. Review and action on an agreement for the Searle Annexation #3, consisting of 19.369 acres and located at approximately 950 North 650 West
2. Hearing, review and action on amendments to Section 15.01.150 Drainage System Plan of the American Fork City Municipal Code regarding minimum drainage pipe sizes
3. Other Business
4. Site Plan Committee Report
5. Review and action on the minutes of the May 5, 2021 Planning Commission Regular Session
6. Adjournment

John H. Woffinden, P.G.,  
Planning Commission Chairman

*The order of agenda items may change to accommodate the needs of the commission, city staff and the public*

**Review and action on the Searle Annexation #3 agreement, consisting of 19.4 acres and located at approximately 950 North 650 West**

The Searle Annexation #3 consists of approximately 19.4 acres and is located in the area of 950 North 650 West. The area is one of the last remaining County islands in the northwest portion of the City. The Mitchell Hollow runs largely along the west side of the annexation. Existing use of the area is agriculture. The City's Land Use Map designates the property as Low Density Residential and the resulting zone designations will be R1-9,000 and PF (Mitchell Hollow area). Area for the Mitchell Hollow Trail will be dedicated as part of the annexation and is identified in the agreement. The annexation agreement is the first step toward ultimate development of the property.

**Potential Motions:**

**APPROVAL**

Mr. Chairman, I move that we recommend approval of the Searle Annexation #3 Agreement.

**DENIAL**

Mr. Chairman, I move that we recommend denial of the Annexation Agreement.

**TABLE**

Mr. Chairman, I move that we table action on the Annexation Agreement.

# AMERICAN FORK CITY ENGINEERING DIVISION STAFF REPORT

Planning Commission Meeting Date: 5/19/2021

This report is a summary of the American Fork City Engineering Division plan review comments regarding the subject plan as submitted by the applicant for American Fork City Land Use Authority approval:

Project Name: Searle Annexation

Project Address: 950 North 650 West

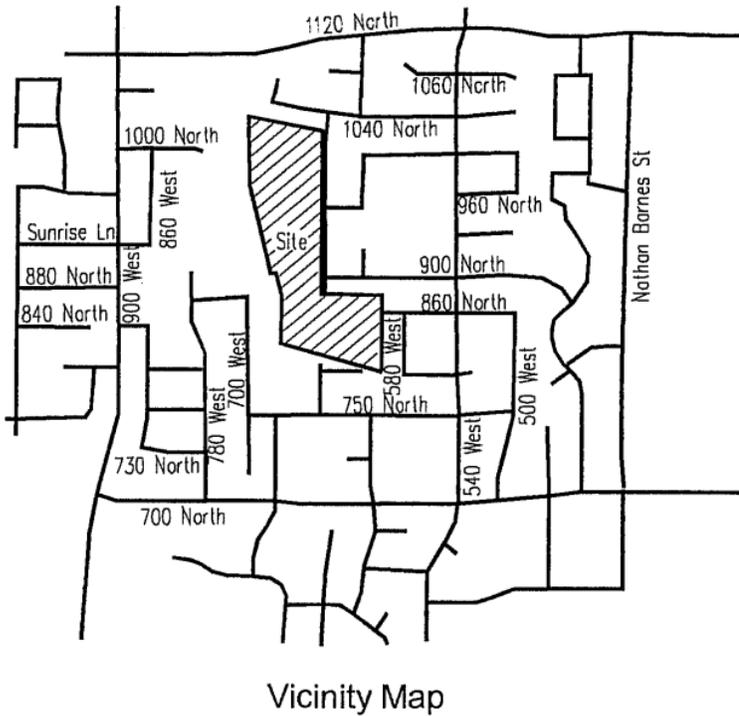
Developer / Applicant's Name: LKS AG Inc.

Type of Application:

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Subdivision Final Plat | <input type="checkbox"/> Subdivision Preliminary Plan              | <input checked="" type="checkbox"/> Annexation |
| <input type="checkbox"/> Code Text Amendment    | <input type="checkbox"/> General Plan Amendment                    | <input type="checkbox"/> Zone Change           |
| <input type="checkbox"/> Commercial Site Plan   | <input type="checkbox"/> Residential Accessory Structure Site Plan |  |

**Engineering Division Recommendation:** The Engineering Division recommends APPROVAL of the proposed annexation agreement subject to the terms and conditions of the proposed annexation agreement.

## **Project Map:**



**ANNEXATION AGREEMENT  
(Searle Annexation #3)**

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between The City of American Fork, Utah, a Utah Municipal Corporation (hereafter referred to as "City") and LKS AG Inc., (hereafter referred to as "Applicants"), is based on the following:

**RECITALS**

**WHEREAS**, Applicants are the owners of parcels of privately-owned real property constituting the entirety of the Searle Annexation #3, which annexation is located within the unincorporated territory of Utah County and contiguous to the corporate boundary of the City. A "Request to Initiate Annexation " (Attachment 1), together with a plat (Attachment 2) prepared by the Applicants showing the real property proposed for annexation (hereafter referred to as "Annexation Area");

**WHEREAS**, the Annexation Area constitutes a portion of an existing island, as defined by Utah State law;

**WHEREAS**, in accordance with the provisions of UCA 10-2-418, the American Fork City Council has heretofore adopted on March 23, 2021. Resolution No. 2021-03-11R indicating its intent to annex the entire Annexation Area. Further, notice of hearing regarding the proposed annexation has been published and the public hearing thereon held.

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

**TERMS AND CONDITIONS**

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

**SECTION 1 - Applicability of Agreement:** The real property to which the terms of this Agreement apply shall be the parcels of private property within the Annexation Area, identified on Attachment 2. Attachment 2 is hereby made part of this Agreement.

**SECTION 2 - Annexation a benefit to Applicants:** Applicants and City acknowledge that the City is not required to approve the annexation and that the terms and conditions of

annexation, as set forth herein, are reasonable and entered into freely and voluntarily. Further, Applicants hereby acknowledge and agree that the benefit received from annexation of the property is equal to or greater than the requirements and conditions of annexation as set forth in this Agreement and the conditions of the development as set forth under the terms of the City's Development Code and Impact Fee Ordinance and does not constitute a taking as defined pursuant to the terms of UCA 10-9a-103(6), 1953, as amended.

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

**SECTION 4 - Compatibility with Land Use Plan and Initial Zone Classification:** The Land Use Element of the General Plan shows the Annexation Area classified as Low Density Residential. Therefore, the zone classifications attached to the parcel shall be R1-9,000. and PF (Public Facilities). A portion of the property lies within the Mitchell Hollow area and is to be placed in the PF (Public Facilities) zone for development of a trail corridor. Pursuant to Section 17.4.605 of the Development Code, that portion of the parcels within the Hollow area, is situated in a TDR-S (Transfer of Development Rights Sending) sub-zone. The number of development rights applicable to this TDR-S sub-zone is uncertain but is to be determined at the time of initial request for development, based at the rate of three dwelling units per acre. Applicants agree to convey title to the Hollow area at the time of annexation to the City for stated trail and open space purposes. A map illustrating the zone classification has been prepared by the City and is made part of this agreement (Attachment 3).

**SECTION 5 - Right-of-way to be Conveyed:** The Bike and Pedestrian Master Plan identifies placement of a trail corridor along the Mitchell Hollow through the Annexation Area. As a condition of annexation, Applicants hereby agree to convey to the City any property necessary for the Mitchell Hollow Trail corridor and connection in the location shown on the plat with a ten foot-wide connection from the southernmost point of the trail to the neighborhood street in the future development, prepared by the Applicant. (Attachments 4 and 4(a)). Applicants shall have no obligation to construct any trail improvements until the time of mass grading for the site. At that time, applicant shall provide rough grading for the future trail in a manner that will provide a congruent landscape between the trail and the rear lots of the proposed development at no cost to the city. If this cannot be accomplished with the dedicated land, additional dedication may be required at not cost to the City.

**SECTION 6 - Conveyance of Water Right:** American Fork City Code 17.1.400, Conveyance of Water, requires conveyance of water shares/rights at the time of annexation unless the City determines that there is good and sufficient reason to delay the time of the conveyance. City and Applicants acknowledge and agree that the parties are unable to determine the quantity of shares/rights required for the Annexation Area at the present time and therefore, the City authorizes a delay in the time of conveyance of water shares/rights until the time of development.

A Water Delay Agreement is hereby entered into by the parties and is incorporated into this Agreement as Attachment 5.

**SECTION 7 - Open Ditches to be Piped:** Applicants acknowledge that it is their burden in full to pipe any and all gravity irrigation conveyances (ditches), to the standards of the City and to the standards of the applicable irrigation company or private ditch easement holders as part of any forthcoming development project.

**SECTION 8 - Property Taxes and Rollback Taxes to be Paid on any Right-of-Way and/or Open Space Dedicated to City:** Applicants agree to pay any outstanding property taxes on the Annexation Area including any and all rollback taxes if the subject area is classified as "Greenbelt" with the Utah County Tax Assessor, for any areas identified as right-of-way or open space to be dedicated to City. Proof of payment of these taxes shall be required prior to recording of this Agreement.

**SECTION 9 - Impact Fees:** No impact fees are required to be paid at this time as a condition of annexation. However, nothing in this Agreement constitutes a waiver of any obligation that Applicants or any successor may have for the payment of impact fees required as a condition of development of the Annexation Area or any portion thereof. Applicants acknowledge that no development approval or building permit shall be issued until all applicable fees required by City ordinance have been paid at the amount then in effect.

**SECTION 10 - Default:** In the event either party seeks to enforce the terms hereof in a lawsuit or other proceeding, the prevailing party shall be entitled to an award of the costs incurred, including reasonable attorney fees.

**SECTION 11 - Notice:** Any notice to be given hereunder shall be given by certified mail, return receipt requested, addressed as follows:

- a. If to the City, to the City of American Fork, 51 East Main Street, American Fork Utah, 84003
- b. If to Applicants, to Graig Searle, 324 West 1360 North American Fork Utah, 84003.

**SECTION 12 - Entire Agreement:** This Agreement constitutes the entire agreement between the parties and may be changed only in writing signed by all parties.

**SECTION 13 – Severability:** The provisions of this Agreement shall be deemed to be severable, and if any provision of this Agreement is determined to be invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect or limit the validity or enforceability of the remaining provisions hereof.

**SECTION 14 - Binding Effect:** This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns.

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

\_\_\_\_\_  
*Applicant Name*

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
*Applicant Signature*

\_\_\_\_\_  
ATTEST

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

## **LIST OF ATTACHMENTS**

- |                     |                                     |
|---------------------|-------------------------------------|
| <b>Attachment 1</b> | Request to Initiate Annexation      |
| <b>Attachment 2</b> | Plat describing the Annexation Area |
| <b>Attachment 3</b> | Zone Classification map             |
| <b>Attachment 4</b> | Right-of-Way Dedication Map         |
| <b>Attachment 5</b> | Water Delay Agreement               |

# Exhibit "A"

REQUEST TO INITIATE ANNEXATION  
OF LAND WITHIN AN ISLAND OR PENINSULA

DATE: February 24, 2021

We the undersigned, by virtue of our signatures affixed hereto, do hereby request the City of American Fork, Utah, to annex the parcel(s) identified on the attached map, in accordance with the procedures for "Annexation Without Petition" as set forth under Section 10-2-418(1)(a)(ii) of the Utah State Code.

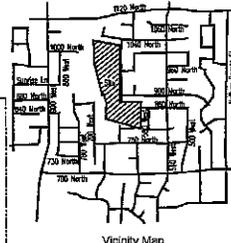
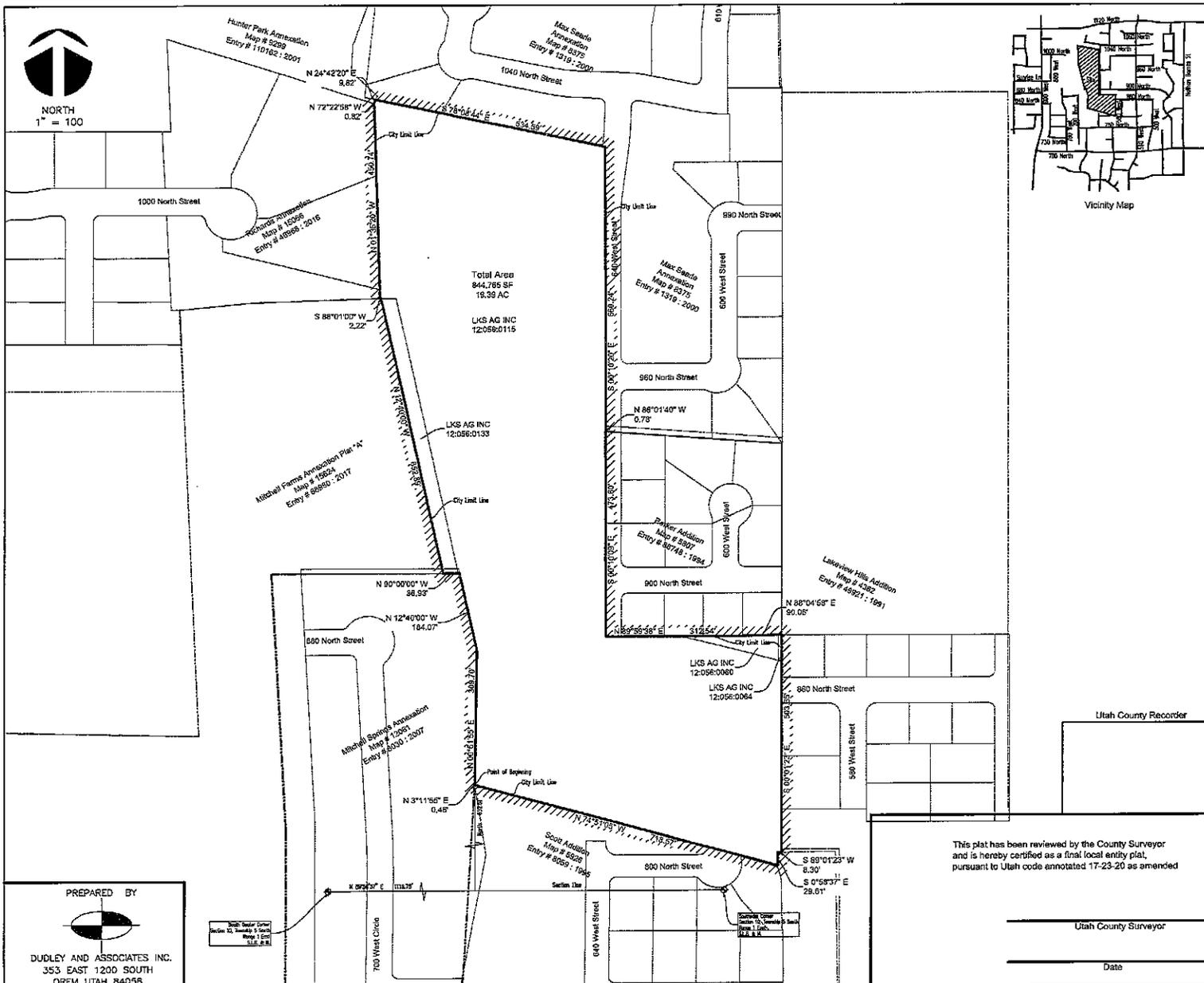
We hereby further acknowledge and affirm as follows:

- A. The area to be annexed is contiguous to the municipality and has fewer than 800 residents, and
- B. The municipality has provided one or more municipal type services to the area for at least one year.

| Tax I.D. No. | Name(s) of Owner | Signature of Owner(s)    |
|--------------|------------------|--------------------------|
| 12:056:0115  | LKS AG Inc.      | x See Search Craig Smith |
| 12:056:0133  | LKS AG Inc.      | x See Search Craig Smith |
| 12:056:0060  | LKS AG Inc.      | + See Search City Search |
| 12:056:0064  | LKS AG Inc.      | x See Search Craig Smith |
|              |                  |                          |
|              |                  |                          |
|              |                  |                          |
|              |                  |                          |
|              |                  |                          |
|              |                  |                          |
|              |                  |                          |
|              |                  |                          |

Attachment: NOI Resolution (Searle Annexation #3 - NOI)

Exhibit "B"



PREPARED BY  
  
 DUDLEY AND ASSOCIATES INC.  
 353 EAST 1200 SOUTH  
 OREM UTAH 84055

South Quarter Corner  
 Section 10, Township 5 South,  
 Range 1 East  
 SLB # 8

Total Area  
 844,765 SF  
 19.39 AC

LKS AG INC  
 12:058:0115

LKS AG INC  
 12:056:0133

Max Searle  
 Annexation  
 Map # 6375  
 Entry # 1519 - 2000

N 88°01'40" W  
 0.73'

Parker Addition  
 Map # 5307  
 Entry # 80748 - 1994

Lakeview Hills Addition  
 Map # 4592  
 Entry # 48921 - 1991

LKS AG INC  
 12:056:0080

LKS AG INC  
 12:056:0064

Mitchell Farms Annexation  
 Map # 1596  
 Entry # 8699 - 2016

Mitchell Farms Annexation  
 Map # 1596  
 Entry # 8699 - 2016

South Quarter  
 Section 10, Township 5 South,  
 Range 1 East  
 SLB # 8

This plat has been reviewed by the County Surveyor  
 and is hereby certified as a final local entity plat,  
 pursuant to Utah code annotated 17-23-20 as amended

Utah County Surveyor

Date

**SURVEYOR'S CERTIFICATE**

I, \_\_\_\_\_ do hereby certify that I am a  
 Professional Land Surveyor and I hold License #147089 in  
 accordance with Title 58, Chapter 22, of the Professional Engineers  
 and Land Surveyors Licensing Act, Utah Code Annotated 1993  
 Amended. I further certify that this is a true and accurate map of the  
 tract of land to be annexed to American Fork City, Utah County, Utah.

Surveyor \_\_\_\_\_ Date \_\_\_\_\_

**BOUNDARY DESCRIPTION**

Commencing at a point located North 89°58'37" East along the  
 Section line 1119.75 feet and North 652.01 feet from the South  
 quarter corner of Section 10, Township 5 South, Range 1 East, Salt  
 Lake Base and Meridian; thence along Mitchell Springs Annexation  
 the following 4 courses: North 03°11'59" East 0.45 feet, North  
 00°51'55" East 309.70 feet, North 12°40'00" West 184.07 feet, West  
 36.93 feet; thence along Mitchell Farms Annexation Plat "A" the  
 following 2 courses: North 12°40'00" West 652.89 feet, South  
 88°01'00" West 2.22 feet; thence along Richards Annexation the  
 following 2 courses: North 01°29'20" West 450.74 feet, North  
 72°22'58" West 0.82 feet; thence North 24°42'20" East along Hunter  
 Park Annexation 9.82 feet; thence along Max Searle Annexation the  
 following 2 courses: South 78°08'44" East 534.58, South 00°10'20"  
 East 680.24 feet; thence along Parker Addition the following 4  
 courses: North 86°01'40" West 0.78 feet, South 00°10'08" East  
 473.80 feet, North 89°59'38" East 312.54 feet, North 89°04'58" East  
 90.05 feet; thence South 00°01'23" East along Lakeview Hills Addition  
 603.65 feet; thence along Scott Addition the following 3 courses:  
 South 89°01'23" West 8.30 feet, South 00°58'37" East 29.01 feet,  
 South 89°01'23" West 718.57 feet to the point of beginning.

AREA=844,765 sq. ft. or 19.39 acres  
 Basis of Bearing : North 89°58'37" East along the Section line  
 (Nad 27)

**ACCEPTANCE BY LEGISLATIVE BODY**

We the duly elected council of the City of American Fork, Utah,  
 have received a request to initiate procedures for the annexation of  
 the tract of land shown hereon, which tract constitutes a portion of  
 an existing island or peninsula within or contiguous to the city, and  
 do hereby certify: (1) The council has adopted a resolution setting  
 forth its intent to annex the tract, provided notice and conducted  
 hearings on the matter, and adopted an ordinance providing for the  
 annexation of the tract to the city; all in accordance with the  
 provisions of Section 10-2-418 Utah Code Annotated, as amended,  
 and (2) that the council does hereby approve and accept the  
 annexation of the tract of land shown hereon as a part of American  
 Fork City, to be known hereafter as the Searle Annexation #3.

Dated this \_\_\_ day of \_\_\_\_\_ 20\_\_

|                           |                           |
|---------------------------|---------------------------|
| Mayor _____               | City Council Member _____ |
| City Council Member _____ | City Council Member _____ |
| City Council Member _____ | City Recorder _____       |
| City Council Member _____ | Seal City Recorder _____  |

**Final Local Entity Plat**

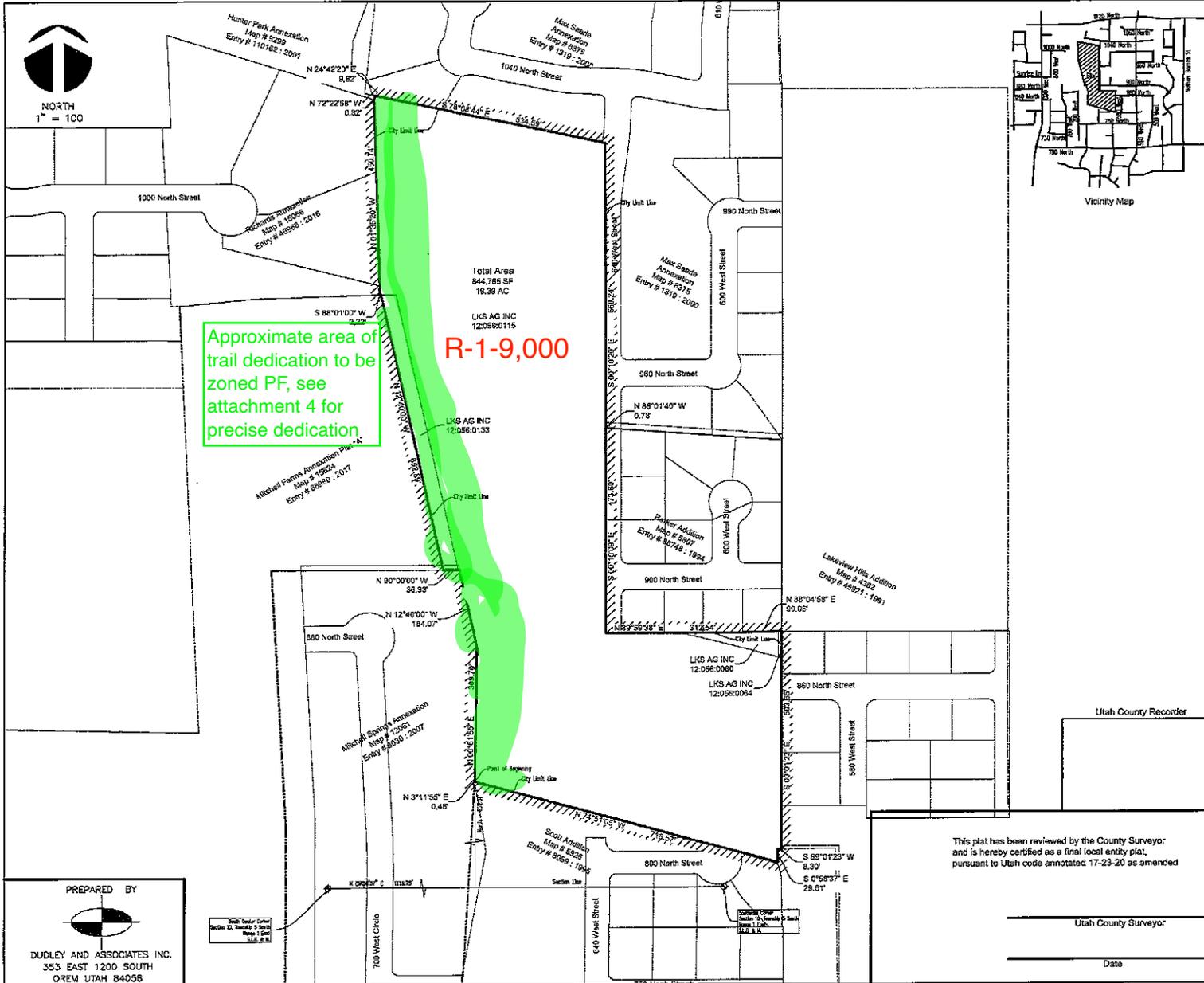
**Searle Annexation #3**

American Fork City

Located in the Southeast quarter of Section 10  
 Township 5 South Range 1 East SLB&M

1"=100'

Exhibit "B"



Approximate area of trail dedication to be zoned PF, see attachment 4 for precise dedication.

R-1-9,000

Total Area  
844,765 SF  
19.39 AC

LKS AG INC  
12:058:0115

LKS AG INC  
12:056:0133

LKS AG INC  
12:056:0080

LKS AG INC  
12:056:0064

Lakeview Hills Addition  
Map # 4592  
Entry # 48921, 1991

Parker Addition  
Map # 5307  
Entry # 80748, 1994

Max Searle  
Annexation  
Map # 6375  
Entry # 1519, 2000

Hunter Park Annexation  
Map # 5229  
Entry # 110182, 2001

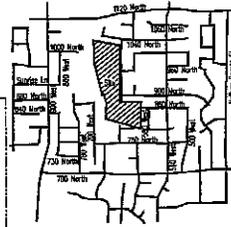
Richardson Annexation  
Map # 15996  
Entry # 48998, 2016

Mitchell Farms Annexation Plat #  
Map # 1804  
Entry # 86899, 2017

Mitchell Ranch Annexation  
Map # 12051  
Entry # 61000, 2007

South Aqueduct  
Map # 8026  
Entry # 8050, 1996

Section Line



Vicinity Map

**SURVEYOR'S CERTIFICATE**

I, \_\_\_\_\_ do hereby certify that I am a Professional Land Surveyor and I hold License #147089 in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyors Licensing Act, Utah Code Annotated 1993 Amended. I further certify that this is a true and accurate map of the tract of land to be annexed to American Fork City, Utah County, Utah.

Surveyor \_\_\_\_\_ Date \_\_\_\_\_

**BOUNDARY DESCRIPTION**

Commencing at a point located North 89°58'37" East along the Section line 1119.75 feet and North 652.01 feet from the South quarter corner of Section 10, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence along Mitchell Springs Annexation the following 4 courses: North 03°11'59" East 0.45 feet, North 00°51'55" East 309.70 feet, North 12°40'00" West 184.07 feet, West 36.93 feet; thence along Mitchell Farms Annexation Plat "A" the following 2 courses: North 12°40'00" West 652.89 feet, South 88°01'00" West 2.22 feet; thence along Richardson Annexation the following 2 courses: North 01°29'20" West 450.74 feet, North 72°22'58" West 0.82 feet; thence North 24°42'20" East along Hunter Park Annexation 9.82 feet; thence along Max Searle Annexation the following 2 courses: South 78°08'44" East 534.58, South 00°10'20" East 680.24 feet; thence along Parker Addition the following 4 courses: North 86°01'40" West 0.78 feet, South 00°10'08" East 473.80 feet, North 89°59'38" East 312.54 feet, North 89°04'58" East 90.05 feet; thence South 00°01'23" East along Lakeview Hills Addition 603.65 feet; thence along Scott Addition the following 3 courses: South 89°01'23" West 8.30 feet, South 00°58'37" East 29.61 feet, South 74°51'05" West 718.57 feet to the point of beginning.

AREA=844,765 sq. ft. or 19.39 acres  
Basis of Bearing : North 89°58'37" East along the Section line (Nad 27)

**ACCEPTANCE BY LEGISLATIVE BODY**

We the duly elected council of the City of American Fork, Utah, have received a request to initiate procedures for the annexation of the tract of land shown hereon, which tract constitutes a portion of an existing island or peninsula within or contiguous to the city, and do hereby certify: (1) The council has adopted a resolution setting forth its intent to annex the tract, provided notice and conducted hearings on the matter, and adopted an ordinance providing for the annexation of the tract to the city; all in accordance with the provisions of Section 10-2-418 Utah Code Annotated, as amended, and (2) that the council does hereby approve and accept the annexation of the tract of land shown hereon as a part of American Fork City, to be known hereafter as the Searle Annexation #3.

Dated this \_\_\_ day of \_\_\_\_\_ 20\_\_

Mayor \_\_\_\_\_ City Council Member  
City Council Member \_\_\_\_\_ City Council Member  
City Council Member \_\_\_\_\_ City Recorder  
City Council Member \_\_\_\_\_ Seal City Recorder

**Final Local Entry Plat**

**Searle Annexation #3**

American Fork City

Located in the Southeast quarter of Section 10  
Township 5 South Range 1 East SLB&M

1"=100'

This plat has been reviewed by the County Surveyor and is hereby certified as a final local entry plat, pursuant to Utah code annotated 17-23-20 as amended

Utah County Surveyor

Date



NORTH  
1" = 100'

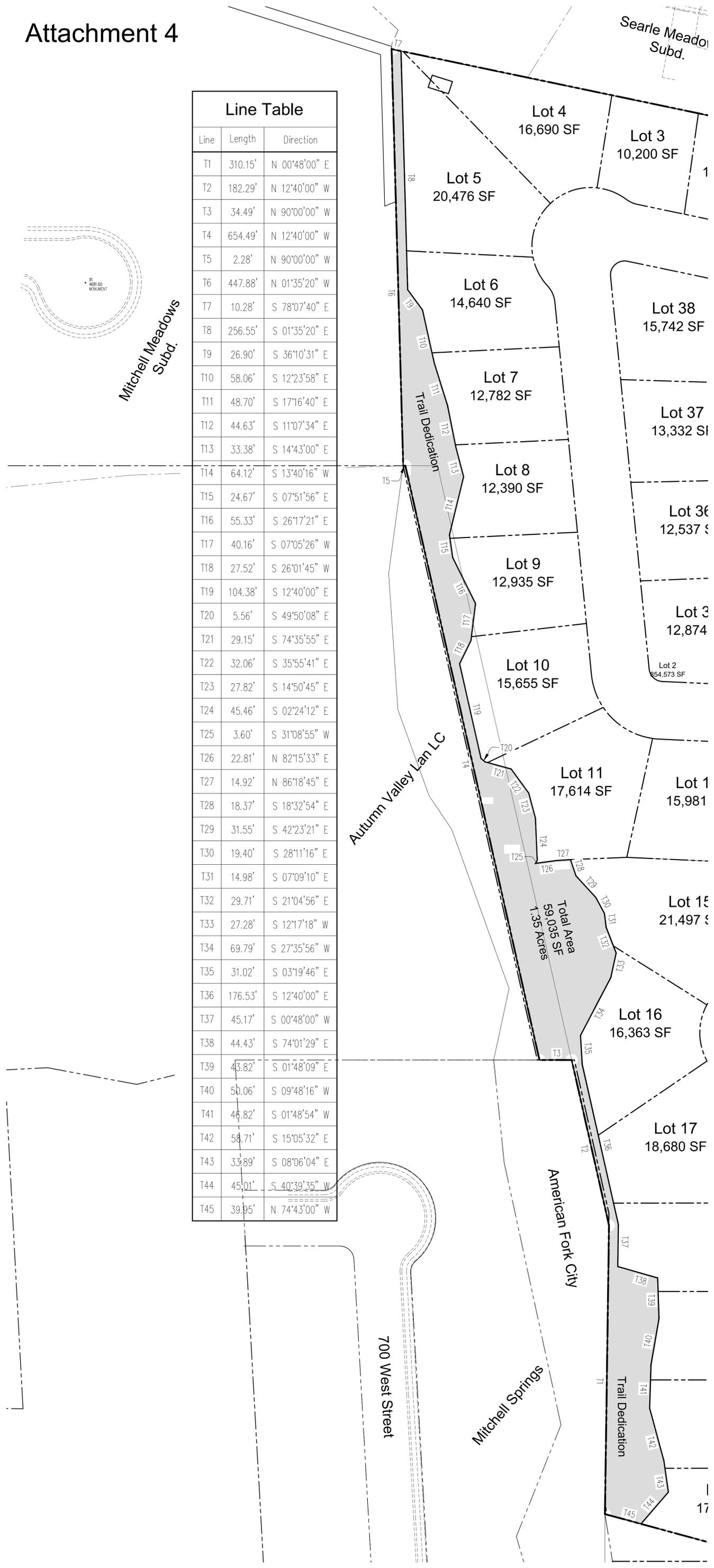
PREPARED BY



DUDLEY AND ASSOCIATES INC.  
353 EAST 1200 SOUTH  
OREM UTAH 84055

South Quarter Corner  
Section 10, Township 5 South,  
Range 1 East  
SLB & M

# Attachment 4



| Line Table |         |               |
|------------|---------|---------------|
| Line       | Length  | Direction     |
| T1         | 310.15' | N 00°48'00" E |
| T2         | 182.29' | N 12°40'00" W |
| T3         | 34.49'  | N 90°00'00" W |
| T4         | 654.49' | N 12°40'00" W |
| T5         | 2.28'   | N 90°00'00" W |
| T6         | 447.88' | N 01°35'20" W |
| T7         | 10.28'  | S 78°07'40" E |
| T8         | 256.55' | S 01°35'20" E |
| T9         | 26.90'  | S 36°10'31" E |
| T10        | 58.06'  | S 12°23'58" E |
| T11        | 48.70'  | S 17°16'40" E |
| T12        | 44.63'  | S 11°07'34" E |
| T13        | 33.38'  | S 14°43'00" E |
| T14        | 64.12'  | S 13°40'16" W |
| T15        | 24.67'  | S 07°51'56" E |
| T16        | 55.33'  | S 26°17'21" E |
| T17        | 40.16'  | S 07°05'26" W |
| T18        | 27.52'  | S 26°01'45" W |
| T19        | 104.38' | S 12°40'00" E |
| T20        | 5.56'   | S 49°50'08" E |
| T21        | 29.15'  | S 74°35'55" E |
| T22        | 32.06'  | S 35°55'41" E |
| T23        | 27.82'  | S 14°50'45" E |
| T24        | 45.46'  | S 02°24'12" E |
| T25        | 3.60'   | S 31°08'55" W |
| T26        | 22.81'  | N 82°15'33" E |
| T27        | 14.92'  | N 86°18'45" E |
| T28        | 18.37'  | S 18°32'54" E |
| T29        | 31.55'  | S 42°23'21" E |
| T30        | 19.40'  | S 28°11'16" E |
| T31        | 14.98'  | S 07°09'10" E |
| T32        | 29.71'  | S 21°04'56" E |
| T33        | 27.28'  | S 12°17'18" W |
| T34        | 69.79'  | S 27°35'56" W |
| T35        | 31.02'  | S 03°19'46" E |
| T36        | 176.53' | S 12°40'00" E |
| T37        | 45.17'  | S 00°48'00" W |
| T38        | 44.43'  | S 74°01'29" E |
| T39        | 43.82'  | S 01°48'09" E |
| T40        | 50.06'  | S 09°48'16" W |
| T41        | 46.82'  | S 01°48'54" W |
| T42        | 58.71'  | S 15°05'32" E |
| T43        | 33.89'  | S 08°06'04" E |
| T44        | 45.01'  | S 40°39'35" W |
| T45        | 39.95'  | N 74°43'00" W |

Total Area  
59,035 SF  
1.35 Acres

## TRAIL DEDICATION PARCEL

Commencing at a point located North 89°58'37" East along the Section line 1117.71 feet and North 652.86 feet from the South quarter corner of Section 10, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence North 00°48'00" East 310.15 feet; thence North 12°40'00" West 182.29 feet; thence West 34.49 feet; thence North 12°40'00" West 654.49 feet; thence West 2.28 feet; thence North 01°35'20" West 447.88 feet; thence South 78°07'40" East 10.28 feet; thence South 01°35'20" East 256.55 feet; thence South 36°10'31" East 26.90 feet; thence South 12°23'58" East 58.06 feet; thence South 17°16'40" East 48.70 feet; thence South 11°07'34" East 44.63 feet; thence South 14°43'00" East 33.38 feet; thence South 13°40'16" West 64.12 feet; thence South 07°51'56" East 24.67 feet; thence South 26°17'21" East 55.33 feet; thence South 07°05'26" West 40.16 feet; thence South 26°01'45" West 27.52 feet; thence South 12°40'00" East 104.38 feet; thence South 49°50'08" East 5.56 feet; thence South 74°35'55" East 29.15 feet; thence South 35°55'41" East 32.06 feet; thence South 14°50'45" East 27.82 feet; thence South 02°24'12" East 45.46 feet; thence South 31°08'55" West 3.60 feet; thence North 82°15'33" East 22.81 feet; thence North 86°18'45" East 14.92 feet; thence South 18°32'54" East 18.37 feet; thence South 42°23'21" East 31.55 feet; thence South 28°11'16" East 19.40 feet; thence South 07°09'10" East 14.98 feet; thence South 21°04'56" East 29.71 feet; thence South 12°17'18" West 27.28 feet; thence South 27°35'56" West 69.79 feet; thence South 03°19'46" East 31.02 feet; thence South 12°40'00" East 176.53 feet; thence South 00°48'00" West 45.17 feet; thence South 74°01'29" East 44.43 feet; thence South 01°48'09" East 43.82 feet; thence South 09°48'16" West 50.06 feet; thence South 01°48'54" West 46.82 feet; thence South 15°05'32" East 58.71 feet; thence South 08°06'04" East 33.89 feet; thence South 40°39'35" West 45.01 feet; thence North 74°43'00" West 39.95 feet to the point of beginning.

AREA=59,035 sq. ft. or 1.35 acres

## WATER DELAY AGREEMENT FOR ANNEXATION

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

### RECITALS

WHEREAS Owner is the owner of Parcel Nos. \_\_\_\_\_ (“**Property**”), which are located outside of the City’s current municipal boundaries; and

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

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

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

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

### AGREEMENT

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

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

3. Conveyance of Committed Water. Prior to the City’s approval of any development on the Property that will require the delivery of water, the City will determine the amount of water rights/shares required for dedication and conveyance to the City in order to meet the water requirements of the development. Owner will convey clear title to the required amount of the Committed Water to the City. If the amount of water necessary for the development is less than the

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

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

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

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

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

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

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

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

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

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

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

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

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

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



**EXHIBIT A**

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

# AMERICAN FORK CITY ENGINEERING DIVISION STAFF REPORT

Planning Commission Meeting Date: 5/19/2021

This report is a summary of the American Fork City Engineering Division plan review comments regarding the subject plan as submitted by the applicant for American Fork City Land Use Authority approval:

Project Name: Code Text Amendment Related to Drainage System Plan

Project Address: American Fork City

Developer / Applicant's Name: Public Works Department – Engineering Division

Type of Application:

- |   |  |                                      |
|---|--|--------------------------------------|
| <input type="checkbox"/> Subdivision Final Plat         | <input type="checkbox"/> Subdivision Preliminary Plan              | <input type="checkbox"/> Annexation  |
| <input checked="" type="checkbox"/> Code Text Amendment | <input type="checkbox"/> General Plan Amendment                    | <input type="checkbox"/> Zone Change |
| <input type="checkbox"/> Commercial Site Plan           | <input type="checkbox"/> Residential Accessory Structure Site Plan |                                      |

**Engineering Division Recommendation:** The Engineering Division recommends APPROVAL of the proposed code text amendment.

POTENTIAL MOTIONS:

APPROVAL

Mr. Chairman, I move that we recommend approval of the code text amendment.

DENIAL

Mr. Chairman, I move that we recommend denial of the code text amendment.

TABLE

Mr. Chairman, I move that we recommend table of the code text amendment.

**ORDINANCE NO. 2021-06-\_\_\_\_\_**

AN ORDINANCE AMENDING SECTION 15.01.150 OF THE MUNICIPAL CODE OF AMERICAN FORK CITY, UTAH, RELATED TO DRAINAGE SYSTEM PLAN.

WHEREAS, Chapter 15.01.150 of the American Fork Municipal Code relates to drainage system plan;

WHEREAS, City Council desires to amend the minimum standard pipe size for storm water drainage;

WHEREAS, it is in the best interest and general welfare of residents of American Fork to amend the Code relating to connection standards to require each individually owned unit to be served by a separate connection; and

NOW THEREFORE, be it ordained by the City Council of American Fork, Utah, that:

**PART I**

**TEXT OF ORDINANCE**

SECTION 1. Section 15.01.150 of the Municipal Code of American Fork City, relating drainage system plan is hereby amended to read as follows:

The drainage plan shall include an analysis of potential drainage problems, along with a proposal indicating how the surface water will be disposed of. Detention basins may be required to alleviate the impact on existing drainage facilities. Said plan shall also include the projected quantity of waters anticipated for a ten-year storm (piping), one-hundred-year storm (detention facilities, if required), and one-hundred-year storm (retention facilities). All drainage facilities shall be installed in conformance with approved city drainage master plans.

Storm drainage pipe design standards to be in harmony with the American Fork City Storm Water Technical Manual. Thereby requiring piping of the 100-year return frequency storm event with the provision that storm water conveyance pipes may be sized for the 25-year return frequency storm event provided the 100-year event can be routed overland to a catchment directing the 100-year event to the detention or retention basin.

The development shall include necessary culverts, drain pipes, basins, and drainage channels. In order to insure the safety of the occupants of a subdivision, the planning commission may require the developer to cover or fence culverts and canals.

In areas where the highest water level in the ground is no closer than eight feet to the ground surface and percolation rates are high and the area is designated on the city's drainage master plan, pre-treatment sumps may be used to dispose of surface waters. They must be designed for the ten-year storm and an auxiliary excess drainage system provided. All design data including ten-foot

soil log, percolation tests, etc., must be submitted with the drainage plans. The sump design shall comply with applicable city and county requirements. In general, all discharges from development should be limited to a maximum of 0.2 cfs/acre with the utilization of on-site detention except as approved otherwise by the city engineer.

Drainage basins (detention or retention) shall be designed for a one-hundred-year storm and have a one-foot freeboard, 3:1 slope (max), and grass covering with a sprinkler system unless otherwise approved. Where possible, the design shall incorporate pipe networking to minimize open channel flow through all drainage basins.

For single lots or small areas, the above may be waived so that pre-treatment sumps can be installed or drainage directed on to private property with a drainage easement.

Allowable use of streets for initial storm runoff in terms of pavement encroachment are as follows:

| Street Classification             | Maximum Encroachment                                      |
|-----------------------------------|---|
| Minor street, collector, arterial | No curb over-topping. Flow may inundate the shoulder only |

Inlet grating maximum design capacity for a standard grate is 5.0 cfs.

All drainage piping for surface and subsurface drainage (~~twelve-inch~~**eighteen-inch** minimum size **within the public right-of-way**) shall have manholes at four-hundred-foot spacing and at angle points. **The minimum drainage pipe size within the public right-of-way between a catch basin and the next downstream junction box may be reduced to a fifteen-inch drainage pipe size. Design engineer shall prepare calculations, as required by the design standards stated herein, which demonstrate that a reduced fifteen-inch size is sufficient to carry the required peak flows.** Minimum slopes shall be the same as required by the Utah State Division of Health for sanitary sewers. Piping, testing, etc., shall comply with specific requirements as defined in the section of these specifications covering storm drainage requirements unless otherwise approved by the city engineer.

In addition to the standards stated herein, all design and construction of storm drainage systems shall comply with the latest version of the American Fork Storm Water Technical Manual, American Fork City Storm Water Management Program manual, American Fork City Storm Drain Element of the General Plan, and any other associated or applicable storm water management manuals or ordinance as adopted by American Fork City.

Roof drainage systems: Commercial and Multi-Family Applications: Roof drainage systems shall be designed such that all run-off from primary collection roof drains shall be routed to the underground storm water management system without creating a collected flow condition either across sidewalks or parking lot pavement systems. In all cases, roof drainage systems shall be designed in accordance with the adopted city building codes.

Roof drain retention systems are acceptable provided that they comply with all grading provisions of the adopted city building code and are sized to contain the one-hundred-year design event with no percolation used for calculation purposes to account for frozen conditions in American Fork

City's winter climate. Roof drain retention systems are not allowed in sensitive lands areas of the city as defined by the city sensitive land ordinance.

Single-family residential applications: Roof drainage systems shall be constructed in accordance with the adopted city building codes. These systems shall be installed to prevent collected flow conditions on sidewalks or driveways and shall not discharge onto the adjacent property. Generally, roof drainage shall be either discharged to an approved street drainage system or retained on site and are sized to contain the one-hundred-year design event with no percolation used for calculation purposes to account for frozen conditions in American Fork City's winter climate. Roof drain retention systems are not allowed in sensitive lands areas of the city as defined by the city sensitive land ordinance.

General property drainage: American Fork City code prohibits the discharge of storm waters onto an adjacent site. Where minor off-site or off-property landscape sheet-flow storm drainage discharge occurs, drainage systems shall comply with the laws of the State of Utah regarding off-site discharge of water. Applicant shall prove compliance with applicable laws where such drainage is proposed to occur. Substantial or any type collected drainage is prohibited from leaving a given site outside of an approved storm drainage management and discharge system.

## **PART II**

### **CONFLICTING ORDINANCES, SEVERABILITY, AND ADOPTION**

**SECTION 1. Conflicting Provisions.** Whenever the provisions of this Ordinance conflict with the provisions of any other ordinance, resolution, or part thereof, the more stringent shall prevail.

**SECTION 2. Provisions Severable.** This Ordinance and the various sections, clauses and paragraphs are hereby declared to be severable. If any part, sentence, clause, or phrase is adjudged to be unconstitutional or invalid, it is hereby declared that the remainder of the ordinance shall not be affected thereby.

#### **EFFECTIVE DATE**

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

Passed by the American Fork City Council this 8 day of June, 2021.

ATTEST:

---

Bradley J. Frost  
American Fork City Mayor

Terilyn Lurker  
City Recorder

# UNAPPROVED MINUTES

1  
2  
3 AMERICAN FORK CITY  
4 PLANNING COMMISSION MINUTES  
5 MAY 5, 2021

6 The American Fork City Planning Commission met in a regular session on April 21, 2021 in an  
7 electronic meeting on the Zoom platform, viewable on the City’s YouTube link, commencing at  
8 7:00 p.m.

9  
10 Present: Chairman John Woffinden  
11 Christine Anderson  
12 Chris Christiansen  
13 Geoff Dupaix

14  
15  
16 Absent: Harold Dudley  
17 Rod Brocious  
18 Ryan Hunter

19  
20  
21 Staff Present: Adam Olsen, City Planner  
22 Wendelin Knobloch, Planner  
23 Ben Hunter, Engineer  
24 Lisa Halversen, Administrative Assistant

25  
26 Others Present: Steve Tobias

27  
28 Public Comments Received: Emails from Ian Schwarting and Dan Milligan

29  
30  
31 Chairman Woffinden referred to the “Notice of Electronic Meeting.” He indicated that the next  
32 meeting, which will be held on May 19, will be held in-person.

33  
34  
35 1. Hearing, review and action on the final plat for Calvary Condominiums, located at 338 East  
36 State Road in the GC-1 General Commercial zone

37  
38 Mr. Olsen stated that the proposed final plat divides an existing building into two condo units. The  
39 church facility will consist of one unit (on two floors) and the commercial spaces on the ground  
40 floor will be one additional unit. The plat identifies common areas such as parking/landscape areas,  
41 restrooms, elevators, etc.

42 The proposed final plat complies with the provisions of the Development Code relating to condo  
43 conversion projects.

# UNAPPROVED MINUTES

1 Mr. Ben Hunter said that the Engineering Division has reviewed the plans and they meet the  
2 requirements. The proposal includes the additional laterals required by code. Staff recommends  
3 approval.

4 Mr. Steve Tobias, representing applicant, thanked city planning and engineering staff for  
5 working for an extended period of time on this project. Approval of this proposal makes it  
6 possible for the renter of the business to become the owner and will also enable the church to  
7 have the funds for expenses.

8

## 9 **Public Hearing Opened**

10

11 The following emailed public comments were received:

12 Hi Adam, I represent the applicant and it's our desire to see this commercial condominium project be  
13 approved as we have a buyer who would like to purchase the proposed unit. This sale would allow us to  
14 use the proceeds of the sale to lower our debt on the building and to update and improve the church  
15 building along with repairs and maintenance on the property. It also allows us to financially meet needs  
16 for our members and community as they arise.

17 Thank you for reviewing this today and we look forward to tonight's meeting.

18 Blessings,

19 Daniel Milligan | Administrative Pastor, Calvary Mountain View Church

20

21 Hi Adam, Ian Schwarting here. I'm the one buying this new space. We are hoping to turn it into a salon  
22 suite business. With the population growth and increase of popularity of salon suites in Utah county,  
23 there is a growing need for these businesses. Stylists love the ability to have their own private room at  
24 costs similar to traditional booth rent. They also have the freedom to decorate their space however they  
25 want and really make it their own business, without a lot of the risks. Would be great to get these  
26 condos platted out so we can purchase them.

27 Thanks , Ian Schwarting

28

## 29 **Public Hearing Closed**

30

# UNAPPROVED MINUTES

1 **Mr. Dupaix moved to approve the final plat for Calvary Condominiums, with the finding**  
2 **listed in the staff report and subject to any findings, conditions, and modifications found in**  
3 **the Engineering report.**

4  
5 **Ms. Anderson seconded the motion. Voting was as follows:**

|    |                           |            |
|----|---------------------------|------------|
| 6  |                           |            |
| 7  | <b>Chairman Woffinden</b> | <b>Aye</b> |
| 8  | <b>Christine Anderson</b> | <b>Aye</b> |
| 9  | <b>Chris Christiansen</b> | <b>Aye</b> |
| 10 | <b>Geoff Dupaix</b>       | <b>Aye</b> |

11 **The motion passed.**

12  
13  
14 2. Other Business

15 Mr. Olsen informed commissioners that we will begin meeting in-person for the next meeting.

16  
17  
18 3. Site Plan Committee Report

19  
20 Mr. Knobloch reviewed the items for the upcoming Planning Commission meeting to be held on  
21 Wednesday, May 19, 2021. On the agenda there will be an amendment to the drainage plan and  
22 an annexation of the last of the Searle property.

23  
24  
25 4. Review and action on the minutes of the April 21, 2021 Planning Commission Regular  
26 Session

27  
28 **Ms. Anderson moved to recommend approval of the minutes of the April 21, 2021 Planning**  
29 **Commission Regular Session.**

30 **Mr. Dupaix seconded the motion. Voting was as follows:**

|    |                           |            |
|----|---------------------------|------------|
| 31 | <b>Chairman Woffinden</b> | <b>Aye</b> |
| 32 | <b>Christine Anderson</b> | <b>Aye</b> |
| 33 | <b>Chris Christiansen</b> | <b>Aye</b> |
| 34 | <b>Geoff Dupaix</b>       | <b>Aye</b> |

35 **The motion passed.**

# UNAPPROVED MINUTES

1        5. Adjournment

2

3        **Mr. Christiansen motioned to adjourn.**

4        **Ms. Anderson seconded the motion. All voted in favor.**

5

6

7        Meeting adjourned at 7:15 pm.

8

9

10

11

12

13        Lisa Halversen

14        Administrative Assistant