



AMERICAN FORK CITY COUNCIL  
MARCH 26, 2024  
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 hold a public hearing in conjunction with the regular session on Tuesday, March 26, 2024, in the American Fork City Hall, 31 North Church Street, commencing at 7:00 p.m. The agenda shall be as follows:

PUBLIC HEARING

- Receiving public comment on the vacation of a portion of a public utility easement for property at 499 West 1040 North, located within lot 37 of the Lakeview Farms Subdivision Plat "C".

REGULAR SESSION

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

COMMON CONSENT AGENDA

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

1. Approval of the February 22/23, 2024, budget workshop minutes.
2. Approval of the February 27, 2024, city council minutes.
3. Approval of the March 5, 2024, work session minutes.
4. Approval of the March 12, 2024, city council minutes.
5. Approval of the authorization to release the Improvements Durability Retainer of \$44,799.78 for The Meadows at American Fork Phase 2, located at 751 West 200 South.
6. Ratification of a Reuse Authorization Contract with TSSD for the reuse of water sewage effluent treated by Timpanogos Special Service District.
7. Ratification of a Reuse Authorization Contract with TSSD and local municipalities for the reuse and water sewage effluent treated by Timpanogos Special Service District.
8. Ratification of city payments (March 6, 2024, to March 19, 2024) and approval of purchase requests over \$50,000.

ACTION ITEMS

1. Review and action on an ordinance approving the vacation of a portion of the public utility easement for property at 499 West 1040 North, located within lot 37 of the Lakeview Farms Subdivision Plat "C".

2. Review and action on a land use map amendment known as Buckwalter Industrial, located at approximately 850 South 100 East (7058 North 5750 West). On approximately 25.33 acres, the property proposes to change from the Residential Low-Density designation to the Design Industrial land use designation.
3. Review and action on an ordinance amending Section 17.5.121, related to design standards within the landscaping section of the Municipal Code.
4. Review and action on an ordinance approving a Code Text Amendment, known as “R” Definitions, of the American Fork City Municipal Code. Amending Section 17.12.218, the Code Text Amendment plans to provide a new definition for retail and service commercial structures.
5. Review and action on an ordinance amending Section 17.7.601(B) of the American Fork City Code, relating to allowed uses in planned commercial developments.
6. Adjournment.

Dated this 22nd day of March 2024.

/s/Terilyn Lurker  
City Recorder

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



**REQUEST FOR COUNCIL ACTION  
CITY OF AMERICAN FORK  
MARCH 26, 2024**

Department Public Works Director Approval Terilyn Lurker

**AGENDA ITEM** Consideration regarding authorization to release the Improvements Durability Retainer of \$44,799.78 for The Meadows at American Fork Phase 2, located at 751 West 200 South.

**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 \$44,799.78 for . Find that the quality of construction and materials have endured without evidence of unusual depreciation, wear, non-conformance of City standards, or need for remedial action.

**SUPPORTING DOCUMENTS**

Meadow at American Fork warranty release for City Council 3-26-24 (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 THE MEADOWS AT AMERICAN FORK PHASE 2 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 release of the Improvement Warranty or to issue an authorized City check as appropriate for the type of guarantee provided.

Amount Released: \$44,799.78

PASSED THIS 26 DAY OF MARCH 2024

\_\_\_\_\_  
City Representative, American Fork City

ATTEST:

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



# BOND RELEASE REQUEST

Development Name: The Meadows at American Fork Phase 2

Development Address: 751 West 200 South

Partial Release

Final Release

10% Warranty Release

Description of Item	Quantity	Units	Unit Price	Total	Inspector Use Only
					Complete? Yes/No
10% Improvement Warranty				\$44,799.78	Y
<b>Total</b>				\$44,799.78	

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

Please send check/bank letter to:

Name: Brad Reynolds Construction

Bank (if applicable): \_\_\_\_\_

Address: PO Box 17958

City: SLC State: UTAH ZIP: 84117

Phone: 801-281-2200 Email: brad@bradreynoldsconstruction.com

Signature:  Date: 12-1-2023

Inspector Use Only	
Inspector Signature: <u></u>	Date: <u>3/4/24</u>

Form Number xxx-xx-xxx  Approved for use by PW Director Date Apr 3 2018

3-11-24

Attachment: Meadow at American Fork warranty release for City Council 3-26-24 (Durability Release)

American Fork City  
51 E Main St  
American Fork UT 84003- 801-763-3000

Receipt No: 21.000012 Aug 19, 2021

BRAD REYNOLDS CONSTRUCTION

Previous Balance: .00  
Building Permits  
Performance Bond- Meadows 279,463.64  
at AF Phase 2  
10-2315-000  
PERFORMANCE BONDS

Total: 279,463.64

Check  
Check No: 08825 279,463.64  
Payor:  
BRAD REYNOLDS CONSTRUCTION  
Total Applied: 279,463.64

Change Tendered: .00

Duplicate Copy  
08/19/2021 1:29 PM

THIS CHECK HAS A COLORED BACKGROUND - SEE BACK FOR SECURITY FEATURES

Brad Reynolds Construction, Inc.  
P.O. BOX 17958  
SALT LAKE CITY, UT 84117  
801-281-2200

08825

8/19/2021

PAY TO THE ORDER OF American Fork City

\$ \*\*279,463.64

Two Hundred Seventy-Nine Thousand Four Hundred Sixty-Three and 64/100 \*\*\*\*\* DOLLAR

American Fork City  
Attn: Carolyn Lloyd  
275 East 200 North  
American Fork, UT 84003

MEMO AF PHASE 2 BOND

Attachment: Meadow at American Fork warranty release for City Council 3-26-24 (Durability Release)

					Date		Date		Date		Date		Date		Date		
					8/17/2021		8/1/2022	Partial release	9/27/2022	Partial release	1/10/2023	Final Release					
Name of Development: Meadows at American Fork Phase 2					Release #1	Amount Requested	Release #2	Amount Requested	Release #3	Amount Requested	Release #4	Amount Requested	Release #5	Amount Requested	Release #6	Amount Requested	Balance
Description of Item	Quantity	Unit	Unit Price	Total													
<b>SITE WORK</b>																	
Clear & Grub	157129	SF	\$ 0.05	\$ 7,856.45	157129	\$7,856.45		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Earthwork: Place & Compact Cut Material	125	CY	\$ 5.00	\$ 625.00	125	\$625.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Earthworks: Export Fill	810	CY	\$ 18.00	\$ 14,580.00	810	\$14,580.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
<b>SWPPP</b>																	
Silt Fence	642	LF	\$ 3.25	\$ 2,086.50		\$0.00		\$0.00		\$0.00	642	\$2,086.50		\$0.00		\$0.00	\$0.00
Stabilized Construction Entrance	1	Each	\$ 2,350.00	\$ 2,350.00		\$0.00	1	\$2,350.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
SWPPP/Maintenance	1	LS	\$ 5,500.00	\$ 5,500.00		\$0.00		\$0.00		\$0.00	1	\$5,500.00		\$0.00		\$0.00	\$0.00
<b>CULINARY WATER</b>																	
8" C-900 PVC	200	LF	\$ 31.00	\$ 6,200.00	200	\$6,200.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
12" C-900 PVC	690	LF	\$ 46.50	\$ 32,085.00	690	\$32,085.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
8" Gate Valve	1	Each	\$ 1,765.00	\$ 1,765.00	1	\$1,765.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
12" Gate Valve	3	Each	\$ 2,647.50	\$ 7,942.50	3	\$7,942.50		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
12" Tee	1	Each	\$ 1,320.00	\$ 1,320.00	1	\$1,320.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Fire Hydrant Assembly	3	Each	\$ 5,540.00	\$ 16,620.00	3	\$16,620.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
12" x 8" Tee	1	Each	\$ 1,280.00	\$ 1,280.00	1	\$1,280.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
8" 22.5" Bend	2	Each	\$ 640.00	\$ 1,280.00	2	\$1,280.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
1.5" Water Meter Vault	8	Each	\$ 7,500.00	\$ 60,000.00	8	\$60,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Connect to Existing	3	Each	\$ 1,230.00	\$ 3,690.00	3	\$3,690.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
<b>STREETS</b>																	
12" Untreated Base Course (for Road)	26558	SF	\$ 0.98	\$ 26,026.84		\$0.00	26558	\$26,026.84		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
18" Subbase (for Road)	26558	SF	\$ 1.31	\$ 34,790.98		\$0.00	26558	\$34,790.98		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
4" Asphalt Pavement (for Road)	26558	SF	\$ 1.63	\$ 43,289.54		\$0.00	26558	\$43,289.54		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
4" Thick Concrete Sidewalk w/ Base Course	10780	SF	\$ 6.75	\$ 72,765.00		\$0.00		\$0.00	10380	\$70,065.00	400	\$2,700.00		\$0.00		\$0.00	\$0.00
ADA Access Ramp	4	Each	\$ 1,215.00	\$ 4,860.00		\$0.00		\$0.00	4	\$4,860.00		\$0.00		\$0.00		\$0.00	\$0.00
Bike Ramp	1	Each	\$ 1,215.00	\$ 1,215.00		\$0.00		\$0.00	1	\$1,215.00		\$0.00		\$0.00		\$0.00	\$0.00
Type E Curb & Gutter w/ Base Course	1528	LF	\$ 17.50	\$ 26,740.00		\$0.00	1528	\$26,740.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
<b>STORM DRAINAGE</b>																	
18" RCP Storm Drain	65	LF	\$ 42.00	\$ 2,730.00	65	\$2,730.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
15" RCP Storm Drain	458	LF	\$ 35.00	\$ 16,030.00	458	\$16,030.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
SD Catch Basin	5	Each	\$ 4,100.00	\$ 20,500.00	5	\$20,500.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
5' SD Manhole	4	Each	\$ 4,400.00	\$ 17,600.00	4	\$17,600.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
Connect to Existing SD	1	Each	\$ 1,230.00	\$ 1,230.00	1	\$1,230.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
<b>CONSTRUCTION MANAGEMENT/MISC.</b>																	
As Builts	1	LS	\$ 3,500.00	\$ 3,500.00		\$0.00		\$0.00		\$0.00	1	\$3,500.00		\$0.00		\$0.00	\$0.00
Testing, Cleaning, Inspections	1	LS	\$ 2,500.00	\$ 2,500.00		\$0.00		\$0.00		\$0.00	1	\$2,500.00		\$0.00		\$0.00	\$0.00
Striping	1	LS	\$ 3,000.00	\$ 3,000.00		\$0.00		\$0.00	1	\$3,000.00		\$0.00		\$0.00		\$0.00	\$0.00
Signage	2	Each	\$ 500.00	\$ 1,000.00		\$0.00		\$0.00	2	\$1,000.00		\$0.00		\$0.00		\$0.00	\$0.00
#2 Conduit	120	LF	\$ 12.00	\$ 1,440.00		\$0.00	120	\$1,440.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
6" PVC Conduit	180	LF	\$ 20.00	\$ 3,600.00		\$0.00	180	\$3,600.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00

Improvement Completion Assurance	\$447,997.81	\$447,997.81	\$213,333.95	\$138,237.36	\$80,140.00	\$16,286.50	\$0.00	\$0.00	\$0.00
Improvement Warranty	\$44,799.78								
<b>TOTAL</b>	<b>\$492,797.59</b>								<b>\$0.00</b>

\*\*\*Warranty bond release for March 26, 2024 of \$44,799.78.

Attachment: Meadow at American Fork warranty release for City Council 3-26-24 (Durability Release)



**REQUEST FOR COUNCIL ACTION  
CITY OF AMERICAN FORK  
MARCH 26, 2024**

Department Recorder Director Approval Terilyn Lurker

**AGENDA ITEM** Ratification of a Reuse Authorization Contract with TSSD for the reuse of water sewage effluent treated by Timpanogos Special Service District.

**SUMMARY RECOMMENDATION**

Staff would recommend ratification of the agreement.

**BACKGROUND**

This contract is with Timpanogos Special Service District for the reuse of water sewage effluent treated by the district.

**BUDGET IMPACT**

N/A

**SUGGESTED MOTION**

Move to approve ratification of the reuse authorization contract for the reuse of water sewage effluent treated by TSSD.

**SUPPORTING DOCUMENTS**

Reuse Authorization Contract - TSSD (PDF)

**REUSE AUTHORIZATION CONTRACT**  
**for the reuse of**  
**WATER SEWAGE EFFLUENT TREATED BY**  
**TIMPANOGOS SPECIAL SERVICE DISTRICT**

**THIS REUSE AUTHORIZATION CONTRACT** (“Contract”) is made and entered into effective this \_\_\_ day of March, 2024 (“Effective Date”) pursuant to the Utah Wastewater Reuse Act, Utah Code Ann. §73-3c-101, *et seq.* 1953, as amended (“Reuse Act”), by and between the parties set forth below (collectively “Parties”) to satisfy the Reuse Authorization Contract requirement of the Reuse Act for a wastewater reuse facility located in Utah Valley.

**PARTIES**

The Parties to this Contract include the Timpanogos Special Service District, a political subdivision of the State of Utah located in Utah County, Utah (“District”) and American Fork City (“City”). These Parties are those required for a Reuse Authorization Contract under U.C.A. § 73-3c-102(7)(a) (see Exhibit A attached hereto).

**RECITALS**

A. District owns and operates sewage effluent collection and treatment facilities serving northern Utah County which qualify as publicly owned treatment works or “POTW,” as defined by Utah Code Ann. § 19-5-102.

B. The sewage effluent treated by the District’s POTW originates in several municipalities and districts, including City, and a number of these have asked District for the ability to reuse treated sewage effluent.

C. The legislative authority of the District consists of a Board of Trustees, one member of which is appointed by City.

D. All sewage effluent generated within City is collected and treated by District.

E. A sewage effluent reuse project must satisfy rules promulgated by the Utah Department of Environmental Quality through the Utah Water Quality Board and by the Utah Division of Water Rights (the State Engineer) which administers water rights in Utah.

F. City operates a municipal water system, holds the water rights listed in Exhibit “B” attached hereto, and proposes a water reuse project as set forth in this Contract.

G. The City owns the water rights identified for use in the Reuse Project set forth in Exhibit “B” hereto, which are held in the name of the City for the benefit of its citizens and water users (“Reuse Water Rights”).

H. In 2006, the Utah Legislature adopted, and the Governor signed, the Reuse Act into law, which is codified in Chapter 3c of Title 73 of the Utah Code. The Reuse Act specially recognizes the continuing right of water rights holders, such as City, in treated sewage effluent and the right of District, as owner and operator of the POTW, to supply treated sewage effluent to them for reuse purposes. The authorized depletions under the Reuse Water Rights are an essential part of the water supply available to City to meet future growth for which no junior water right has a call.

I. City and District desire to enter into this Contract authorizing District and City to engage in water reuse utilizing the Reuse Water Rights in the treated sewage effluent generated by the City, delivered to District for treatment, treated by District, and discharged by District from its POTW, all as authorized by Utah Code Ann. § 73-3c-101 *et seq.* (“Reuse Project”). The water generated by the Reuse Project is referred to herein as Reuse Water.

J. The intent and purpose of the treatment and reuse of sewage effluent is to enable the City to reduce demand on its surface and ground water resources, to more fully utilize its

water resources, including its treated sewage effluent, for the benefit of the community and region as a whole, and to benefit the underground aquifer by not only reducing groundwater demand by replacing groundwater use by this secondary use of the Reuse Water, but also, based on the State Engineer's Irrigation Duty Values for Utah County, returning approximately 43.5% of the Reuse Water to the underground aquifer through secondary irrigation.

K. The purpose of this Contract is to satisfy the Reuse Authorization Requirement of the Reuse Act.

### AGREEMENT

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

#### **1. Consent to the Reuse of Water.**

The Parties agree that this Reuse Project complies with the Reuse Act and the Reuse Water Rights can be used in accordance with the Reuse Act. Therefore, City consents to the use of the Reuse Water for the Reuse Project under the Reuse Water Rights in accordance with U.C.A. § 73-3c-102(7)(b)(i). The Parties agree the Reuse Project is consistent with the underlying Reuse Water Rights, which have been delivered for indoor municipal uses from the City's system and then transported to District by sewer lines, because the Reuse Water will be used for the same purpose of use and place of use as authorized by the underlying Reuse Water Rights. Municipal use includes secondary irrigation.

#### **2. Ownership of Reuse Water Rights.**

Nothing in this Contract gives District any ownership or other possessory interest in City's Reuse Water Rights, which ownership rests solely with City.

**3. Cooperation.**

The Parties agree to act reasonably to provide the necessary services, and to cooperate fully to fulfill, the purposes of this Contract to the extent permitted by applicable state, federal, and local laws.

**4. Water Shortages.**

There may occur a time during any year a shortage in the quantity of Reuse Water available to be furnished to City through and by means of the Reuse Project, but in no event shall any liability accrue against District or any of their officers, agents, or employees for any damage, direct or indirect, arising from a shortage, on account of errors in operation, drought, or any other causes.

**5. Use of Water Right Depletions**

The City may take the Reuse Water available to it at the treatment plant site and use it for municipal secondary irrigation, subject to the use of the Reuse Water not depleting more than the unused allowable depletion volume of the Reuse Water Rights as authorized by the State Engineer.

**6. Term.**

This Contract is subject to the provision of sewage effluent flows being treated by District or its successors in interest. This Contract will automatically terminate if the City sewage effluent flows are not treated at a POTW. District's treatment of City's wastewater is governed by other existing contracts. This Contract does not modify any existing contract

between District and City. This Contract applies only to the Reuse Project. This Contract shall be perpetual, however, either Party may terminate this Contract with 180 days' written notice to the other Party. This Contract will also automatically terminate if City's application with the Utah Division of Water Rights, filed in connection with the Reuse Project, is formally denied.

**7. Compliance with Law.**

The Parties will comply with all applicable federal, state and local laws, ordinances, rules and regulations.

**8. No Relationship.**

Nothing in this Contract will be construed to create any partnership, joint venture, or fiduciary relationship between the Parties.

**9. Contingent Upon Appropriation or Allotment of Funds.**

The expenditure or advance of any money or the performance of any obligation of District and City under this Contract shall be contingent upon appropriation or allotment of funds. Absence of appropriation or allotment of funds shall not relieve the Parties from any obligations under this Contract. No liability shall accrue to District in the eventuality that funds are not appropriated or allotted.

**10. Officials Not to Benefit.**

No Member of the City or the District shall benefit from this Contract other than as a water user or landowner in the same manner as other water users or landowners.

**11. Drafting Party.**

This Contract has been and will be deemed to be a product of joint drafting by the Parties and there will be no presumption otherwise.

**12. Assignment Limited – Successors and Assigns Obligated.**

The provisions of this Contract shall apply to and bind the successors and assigns of the Parties hereto, but no assignment or transfer of this Contract or any right or interest therein by either Party shall be valid until approved in writing by the other Party.

**13. Severability.**

If any portion of the Contract is held to be unenforceable, the remaining provisions hereof will continue in full force and effect.

**14. Integration.**

This Contract and any exhibits hereto constitute the entire agreement between the Parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof.

**15. Scope.**

The Parties do not intend to confer any benefit hereunder on any person, firm, third party beneficiary, or corporation other than the Parties hereto.

**16. Notices.**

All notices required or desired to be given hereunder will be in writing and will be deemed to have been given on the date of personal service upon the Party for whom intended or if mailed, by certified mail, return receipt requested, postage prepaid, and addressed to the Parties at the following addresses:

\_\_\_\_\_

To: City Administrator  
51 E Main Street  
American Fork, UT 84003  
[dbunker@americanfork.gov](mailto:dbunker@americanfork.gov)

\_\_\_\_\_  
District

To: General Manager  
Timpanogos Special Service District  
6400 North 5050 West  
American Fork, Utah 84003  
info@tssd-wwrec.com

**17. No Waiver.**

Any Party's failure to enforce any provision of the Contract will not constitute a waiver of the right to enforce such provision. The provisions may be waived only in a writing by the Party intended to be benefited by the provisions and a waiver by a Party of a breach hereunder by the other Party will not be construed as a waiver of any succeeding breach of the same or other provisions.

**18. Counterparts.**

This Contract may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one instrument and one agreement.

**19. Filing of Contract.**

Executed copies of this Contract will be deposited with and remain in the office of each of the Parties during the effective term hereof.

**20. Headings and Captions.**

The headings in this Contract are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Contract or any provision.

IN WITNESS WHEREOF, the parties have executed this Contract on the date first written above:

American Fork City

Mayor Bradley J. Frost

(printed name & title)

Attest:

Terilyn Lurker, City Recorder

(printed name & title)

Approved as to form:

Cherylyn Egner, City Attorney

Attorney for American Fork City



Attachment: Reuse Authorization Contract - TSSD (Water Reuse Authorization Contract - with TSSD)

Timpanogos Special Service District

\_\_\_\_\_  
\_\_\_\_\_  
(printed name & title)

Attest:

\_\_\_\_\_  
\_\_\_\_\_  
(printed name & title)

Approved as to form:

\_\_\_\_\_  
\_\_\_\_\_  
Attorney for District

Attachment: Reuse Authorization Contract - TSSD (Water Reuse Authorization Contract - with TSSD)

## EXHIBIT A

**Roles of the Parties under the Reuse Act.**

The Reuse Act identifies in U.C.A. § 73-3c-102(7)(a) various parties and roles of participants to a reuse authorization contract. The roles of each of the Parties are as follows:

- a. City is the public agency proposing this Reuse Project (U.C.A. § 73-3c-102(7)(a)(i)), is the legal title holder of the water right designated for use in the Reuse Project (U.C.A. § 73-3c-102(7)(a)(iv)) (*see* Exhibit “B”), is the entity that will engage in the retail sale of water from the Reuse Project (U.C.A. § 73-3c-102(7)(a)(vi)), and is the retail water supplier retailing water that will be replaced by the Reuse Water (U.C.A. § 73-3c-102(7)(a)(vii)).
- b. District is the other public agency proposing this Reuse Project and the owner or operator of the Treatment Plant that will be used to treat the wastewater proposed for use in the Reuse Project (U.C.A. § 73-3c-102(7)(a)(ii)). District consents to all aspects of this Reuse Project.

EXHIBIT B  
WATER RIGHTS DESIGNATED FOR USE IN THE REUSE PROJECT

Attachment: Reuse Authorization Contract - TSSD (Water Reuse Authorization Contract - with TSSD)

Summary of Water Rights -- American Fork City

WR#	Owner	Change	Source	Diversion (cfs)	Diversion (acre-feet)	Depletion (acre-feet)	Notes
55-88	American Fork City Corporation		Cave Camp Spring	1.18	356.0	356.0	Certificated in 1946 to AF City for municipal use of 1.18 cfs from November 1 to March 31. Quantity is calculated based on flow for 5 months: (1.18 cfs x 723.97 af per cfs x (5 months / 12 months)).
55-100	American Fork City Corporation		Gaging Station Springs Area	0.82	296.8	296.8	Certificated in 1946 to AF City for municipal use of 0.82 cfs from October 1 to March 31. 1990 PD says the same. Quantity is calculated based on flow for 6 months: (1.18 cfs x 723.97 af per cfs x (6 months / 12 months)).
55-713	American Fork City Corporation	a16108	7 City wells	13.466	9748.98	9748.98	In 1990, these four water rights were certificated to AF City for year-round municipal use of 13.466 cfs from 4 wells (1.269 cfs from 55-713, 8.0 cfs from 55-726, 3.0 cfs from 55-794, and 1.197 cfs from 55-5513). Under Change Application a16108, the four water rights allow for year-round municipal use of 13.466 cfs from 7 wells. 1990 PD says the same. Quantity is calculated as 13.466 cfs x 723.97 af per cfs.
55-726	American Fork City Corporation						
55-794	American Fork City Corporation						
55-5513	American Fork City Corporation						
55-173	American Fork City Corporation		Cave Camp Spring	0.8	579.2	579.2	Certificated in 1979 to AF City for year-round municipal use of 0.8 cfs from Cave Camp Spring, based on exchange with AF Irr. Co. Database currently shows irrigation, stockwater, and domestic uses, but database (and 1990 PD) contain a note that this water right, along with four other AF City water rights, "are exchanged for 6.2 cfs from Cave Camp Spring...for municipal purposes within the corporate limits of American Fork City and 25 connections outside the city limits." Quantity is calculated as 0.8 cfs x 723.97 af per cfs.
55-3570	American Fork City Corporation		Cave Camp Spring	1.6	1158.35	1158.35	UGWC filed by AF City in 1938 states water was established as year-round municipal use of 1.6 cfs, and that the water was later used as part of an exchange with AF Irr. Co. Database currently shows irrigation, stockwater, and domestic uses, but database (and 1990 PD) contain a note that this water right, along with four other AF City water rights, "are exchanged for 6.2 cfs from Cave Camp Spring...for municipal purposes within the corporate limits of American Fork City and 25 connections outside the city limits." Quantity is calculated as 1.6 cfs x 723.97 af per cfs.
55-3571	American Fork City Corporation		Cave Camp Spring	0.9	651.57	651.57	UGWC filed by AF City in 1938 states water was established as year-round municipal use of 0.9 cfs, and that the water was later used as part of an exchange with AF Irr. Co. Database currently shows irrigation, stockwater, and domestic uses, but database (and 1990 PD) contain a note that this water right, along with four other AF City water rights, "are exchanged for 6.2 cfs from Cave Camp Spring...for municipal purposes within the corporate limits of American Fork City and 25 connections outside the city limits." Quantity is calculated as 0.9 cfs x 723.97 af per cfs.
55-3572	American Fork City Corporation		Cave Camp Spring	1.4	1013.56	1013.56	UGWC filed by AF City in 1938 states water was established as year-round municipal use of 1.4 cfs, and that the water was later used as part of an exchange with AF Irr. Co. Database currently shows irrigation, stockwater, and domestic uses, but database (and 1990 PD) contain a note that this water right, along with four other AF City water rights, "are exchanged for 6.2 cfs from Cave Camp Spring...for municipal purposes within the corporate limits of American Fork City and 25 connections outside the city limits." Quantity is calculated as 1.4 cfs x 723.97 af per cfs.
55-3573	American Fork City Corporation		Cave Camp Spring	1.5	1085.96	1085.96	UGWC filed by AF City in 1938 states water was established as year-round municipal use of 1.5 cfs, and that the water was later used as part of an exchange with AF Irr. Co. Database currently shows irrigation, stockwater, and domestic uses, but database (and 1990 PD) contain a note that this water right, along with four other AF City water rights, "are exchanged for 6.2 cfs from Cave Camp Spring...for municipal purposes within the corporate limits of American Fork City and 25 connections outside the city limits." Quantity is calculated as 1.5 cfs x 723.97 af per cfs.

Attachment: Reuse Authorization Contract - TSSD (Water Reuse Authorization Contract - with TSSD)



**REQUEST FOR COUNCIL ACTION  
CITY OF AMERICAN FORK  
MARCH 26, 2024**

Department Recorder Director Approval Terilyn Lurker

**AGENDA ITEM** Ratification of a Reuse Authorization Contract with TSSD and local municipalities for the reuse of water sewage effluent treated by Timpanogos Special Service District.

**SUMMARY RECOMMENDATION**

Staff would recommend ratification of the agreement.

**BACKGROUND**

This contract is with Timpanogos Special Service District and various local municipalities for the reuse of water sewage effluent treated by the district.

**BUDGET IMPACT**

N/A

**SUGGESTED MOTION**

Move to approve ratification of the reuse authorization contract for the reuse of water sewage effluent treated by TSSD.

**SUPPORTING DOCUMENTS**

Reuse Authorization Contract - TSSD and municipalities (PDF)

**REUSE AUTHORIZATION CONTRACT**  
**for the reuse of**  
**WATER SEWAGE EFFLUENT TREATED BY**  
**TIMPANOGOS SPECIAL SERVICE DISTRICT**

**THIS REUSE AUTHORIZATION CONTRACT (“Contract”)** is made and entered into effective this \_\_\_ day of March, 2024 (“Effective Date”) pursuant to the Utah Wastewater Reuse Act, Utah Code Ann. § 73-3c-101, *et seq.* 1953, as amended (“Reuse Act”), by and between the parties set forth below (collectively “Parties”) to satisfy the Reuse Authorization Contract requirement of the Reuse Act for a wastewater reuse facility located in Utah Valley.

**PARTIES**

The Parties to this Contract are the Timpanogos Special Service District, a political subdivision of the State of Utah located in Utah County, Utah (the “District”); the City of Highland, a municipal corporation, located in Utah County, Utah (“Highland”); the City of Cedar Hills, a municipal corporation, located in Utah County, Utah (“Cedar Hills”); the City of Pleasant Grove, a municipal corporation, located in Utah County, Utah (“Pleasant Grove”); and the City of Alpine, a municipal corporation, located in Utah County, Utah (“Alpine”) (each a “City” and collectively the “Cities”); and the City of American Fork, a municipal corporation, located in Utah County, Utah (“American Fork”). These Parties are those required for a Reuse Authorization Contract under Utah Code Ann. § 73-3c-102(7)(a) (see Exhibit A attached hereto).

**RECITALS**

A. The District owns and operates sewage effluent collection and treatment facilities serving northern Utah County which qualify as publicly owned treatment works or “POTW,” as defined by Utah Code Ann. § 19-5-102.

B. The sewage effluent treated by the District's POTW originates in several municipalities and districts, including the Cities, and a number of these have asked the District for the ability to reuse treated sewage effluent.

C. The legislative authority of the District consists of a Board of Trustees, one member of which is appointed by each City.

D. All sewage effluent generated within the Cities is collected and treated by the District.

E. A sewage effluent reuse project must satisfy rules promulgated by the Utah Department of Environmental Quality through the Utah Water Quality Board and by the Utah Division of Water Rights (the State Engineer) which administers water rights in Utah.

F. The Cities operate municipal water systems, hold the water rights listed in Exhibit "B" attached hereto, and propose a water reuse project as set forth in this Contract.

G. The Cities own the water rights identified for use in the Reuse Project set forth in Exhibit "B" hereto, which are held in the name of each City for the benefit of its citizens and water users ("Reuse Water Rights").

H. In 2006, the Utah Legislature adopted, and the Governor signed, the Reuse Act into law, which is codified in Chapter 3c of Title 73 of the Utah Code. The Reuse Act specially recognizes the continuing right of water rights holders, such as the Cities, to reuse treated sewage effluent and the right of the District, as owner and operator of the POTW, to supply treated sewage effluent to them for reuse purposes.

I. The Cities, the District, and American Fork desire to enter into this Contract authorizing the Cities, the District, and American Fork to engage in water reuse utilizing the Reuse Water Rights in the treated sewage effluent generated within each City, delivered to the

District for treatment, treated by the District, and discharged by the District from its POTW, all as authorized by Utah Code Ann. § 73-3c-101 *et seq.* The water generated by the Reuse Project is referred to herein as “Reuse Water.”

J. In exchange for the right to use each City’s portion of the Reuse Water that will be delivered to American Fork by the District, American Fork will exchange water with the City that will equally enable the City to meet the needs of its designated service area.

K. If at any point a City obtains the ability to receive delivery of the Reuse Water, that City may use the Reuse Water for municipal secondary irrigation within that City’s respective service area. This Contract does not grant or authorize the Cities to use any of American Fork’s pipelines, facilities, easements, rights-of-way, or other property interests to convey the Reuse Water without a separate written agreement.

L. The intent and purpose of the treatment and reuse of sewage effluent is to enable the Cities and American Fork to reduce demand on its surface and ground water resources, to more fully utilize their water resources, including their treated sewage effluent, for the benefit of the community and region as a whole, and to benefit the underground aquifer by not only reducing groundwater demand by replacing ground water use with this secondary use of the Reuse Water, but also, based on the State Engineer’s Irrigation Duty Values for Utah County, by returning approximately 43.5% of the Reuse Water to the underground aquifer through secondary irrigation.

M. The agreement and consent by the Cities to allow American Fork to use their respective portions of the Reuse Water and American Fork’s agreement to exchange water as described in these Recitals is collectively referred to herein as the “Reuse Project.”

N. The purpose of this Contract is to satisfy the reuse authorization contract requirement of the Reuse Act.

## AGREEMENT

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

### 1. Consent to the Reuse of Water.

The Parties agree that this Reuse Project complies with the Reuse Act and the Reuse Water Rights can be used in accordance with the Reuse Act. Therefore, each City consents to the use of the Reuse Water for the Reuse Project under the Reuse Water Rights in accordance with U.C.A. § 73-3c-102(7)(b)(i). The Parties agree the Reuse Project is consistent with the underlying Reuse Water Rights, which have been delivered for indoor municipal uses from the Cities' water systems and then transported to the District by sewer lines.

### 2. Ownership of Reuse Water Rights.

Nothing in this Contract gives District any ownership or other possessory interest in the Cities' Reuse Water Rights, which ownership rests solely with the Cities.

### 3. Cooperation.

The Parties agree to act reasonably to provide the necessary services, facilitate the exchange of the Exchange Water (as such term is defined below), and cooperate fully to fulfill, the purposes of this Contract to the extent permitted by applicable state, federal, and local law.

### 4. Water Shortages.

There may occur a time during any year where there is a shortage in the quantity of Reuse Water available to be furnished to American Fork through and by means of the Reuse Project,

but in no event shall any liability accrue against the District or any of their officers, agents, or employees for any damage, direct or indirect, arising from a shortage, on account of errors in operation, drought, or any other causes.

**5. Use of Water Right Depletions.**

American Fork (or a City that receives delivery of the Reuse Water from the District at a later date) may take the Reuse Water available to it at the treatment plant site and use it for municipal secondary irrigation, subject to the use of the Reuse Water not depleting more than the unused allowable depletion volume of the Reuse Water Rights as authorized by the State Engineer.

**6. Exchange of Water Rights.**

Each City hereby agrees and consents to allow American Fork to use the City's portion of the Reuse Water within American Fork's service area. In exchange, American Fork agrees to exchange water with such City (the "Exchange Water") that will equally enable the City to meet the needs of its designated service area. American Fork and each City acknowledge that issues remain to be agreed upon regarding the amount of Exchange Water, the sources of water that will be used for the Exchange Water, the points of diversion where Exchange Water will be diverted by each City, as well as other issues related to the Exchange Water (the "Exchange Water Issues.") Accordingly, following the execution of this Agreement, American Fork and each City agree to negotiate a written agreement in an effort to resolve the Exchange Water Issues. American Fork and a City must execute such written agreement prior to American Fork using such City's Reuse Water pursuant to the Reuse Project.

**7. Term.**

This Contract is subject to the provision of sewage effluent flows being treated by District or its successors in interest. This Contract will automatically terminate if the Cities' sewage effluent flows are not treated at a POTW. District's treatment of the Cities' wastewater is governed by other existing contracts. This Contract does not modify any existing contract between District and any City. This Contract applies only to the Reuse Project. This Contract shall be perpetual, however, any party may terminate this Contract with 180 days' written notice to the other Parties. This Contract will also automatically terminate as to a particular City if the City's application with the Utah Division of Water Rights that is filed in connection with the Reuse Project is formally denied.

**8. Compliance with Law.**

The Parties will comply with all applicable federal, state, and local laws, ordinances, rules, and regulations.

**9. No Relationship.**

Nothing in this Contract will be construed to create any partnership, joint venture, or fiduciary relationship between the Parties.

**10. Contingent Upon Appropriation or Allotment of Funds.**

The expenditure or advance of any money or the performance of any obligation of the District, the Cities, and American Fork under this Contract shall be contingent upon appropriation or allotment of funds. No liability shall accrue to the District in the eventuality that funds are not appropriated or allotted.

**11. Costs.**

The details of the cost-sharing, allocation, and delivery of Reuse Water will be negotiated in further detail by the Parties upon approval by the State Engineer.

**12. Officials Not to Benefit.**

No elected or appointed official of the Cities, the District, or American Fork shall benefit from this Contract other than as a water user or landowner in the same manner as other water users or landowners.

**13. Drafting Party.**

This Contract has been and will be deemed to be a product of joint drafting by the Parties and there will be no presumption otherwise.

**14. Assignment Limited – Successors and Assigns Obligated.**

The provisions of this Contract shall apply to and bind the successors and assigns of the Parties hereto, but no assignment or transfer of this Contract or any right or interest therein by any Party shall be valid until approved in writing by all of the other Parties.

**15. Severability.**

If any portion of the Contract is held to be unenforceable, the remaining provisions hereof will continue in full force and effect.

**16. Integration.**

This Contract and any exhibits hereto constitute the entire agreement between the Parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof.

**17. Scope.**

The Parties do not intend to confer any benefit hereunder on any person, firm, third party beneficiary, or corporation other than the Parties hereto.

**18. Notices.**

All notices required or desired to be given hereunder will be in writing and will be deemed to have been given on the date of personal service upon the Party for whom intended or if mailed, by certified mail, return receipt requested, postage prepaid, and addressed to the Parties at the following addresses:

\_\_\_\_\_  
City of American Fork

To: City Manager  
51 E Main Street  
American Fork, UT 84003  
[dbunker@americanfork.gov](mailto:dbunker@americanfork.gov)

\_\_\_\_\_  
City of Highland

To: Attn: City Administrator, City Attorney, City Public Works Director  
5400 West Civic Center Drive, Suite 1  
Highland, Utah 84003

\_\_\_\_\_  
City of Cedar Hills

To: City Manager  
10246 N. Canyon Road  
Cedar Hills, UT 84062  
[cgoodwin@cedarhills.org](mailto:cgoodwin@cedarhills.org)

\_\_\_\_\_  
City of Pleasant Grove

To: City Administrator  
70 South 100 East  
Pleasant Grove, UT 84062  
[sdarrington@pgcity.org](mailto:sdarrington@pgcity.org)

\_\_\_\_\_  
City of Alpine

To: City Administrator  
Alpine City  
20 North Main  
Alpine, UT 84004  
[ssorensen@alpinecity.org](mailto:ssorensen@alpinecity.org)

\_\_\_\_\_  
District

To: General Manager  
Timpanogos Special Service District  
6400 North 5050 West  
American Fork, Utah 84003  
[info@tssd-wwrec.com](mailto:info@tssd-wwrec.com)

**19. No Waiver.**

Any Party's failure to enforce any provision of the Contract will not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the Party intended to be benefited by the provisions and a waiver by a Party of a breach hereunder by another Party will not be construed as a waiver of any succeeding breach of the same or other provisions or any other breach of the same or other provisions by any other Party.

**20. Counterparts.**

This Contract may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one instrument and one agreement.

**21. Filing of Contract.**

Executed copies of this Contract will be deposited with and remain in the office of each of the Parties during the effective term hereof.

**22. Headings and Captions.**

The headings in this Contract are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Contract or any provision.

IN WITNESS WHEREOF, the Parties have executed this Contract on the date first written above:

City of American Fork

*Bradley J. Frost*  
Bradley J. Frost, Mayor  
(printed name & title)

Attest:

*Terilyn Curker*  
Terilyn Curker, City Recorder  
(printed name & title)



Approved as to form:

*Cheryl Eger*  
Cheryl Eger  
Attorney for City of American Fork

Attachment: Reuse Authorization Contract - TSSD and municipalities (Water Reuse Authorization Contract - with TSSD/Municipalities)

City of Highland

\_\_\_\_\_  
\_\_\_\_\_  
(printed name & title)

Attest:

\_\_\_\_\_  
\_\_\_\_\_  
(printed name & title)

Approved as to form:

\_\_\_\_\_  
\_\_\_\_\_  
Attorney for City of Highland

Attachment: Reuse Authorization Contract - TSSD and municipalities (Water Reuse Authorization Contract - with TSSD/Municipalities)

City of Cedar Hills

\_\_\_\_\_  
\_\_\_\_\_  
(printed name & title)

Attest:

\_\_\_\_\_  
\_\_\_\_\_  
(printed name & title)

Approved as to form:

\_\_\_\_\_  
\_\_\_\_\_  
Attorney for City of Cedar Hills

Attachment: Reuse Authorization Contract - TSSD and municipalities (Water Reuse Authorization Contract - with TSSD/Municipalities)

City of Pleasant Grove

\_\_\_\_\_  
Mayor Guy L. Fugal

Attest:

\_\_\_\_\_  
Wendy Thorpe  
City Recorder

Approved as to form:

\_\_\_\_\_  
Christine M. Petersen  
Attorney for City of Pleasant Grove

Attachment: Reuse Authorization Contract - TSSD and municipalities (Water Reuse Authorization Contract - with TSSD/Municipalities)

City of Alpine

\_\_\_\_\_  
\_\_\_\_\_  
(printed name & title)

Attest:

\_\_\_\_\_  
\_\_\_\_\_  
(printed name & title)

Approved as to form:

\_\_\_\_\_  
\_\_\_\_\_  
Attorney for City of Alpine

Attachment: Reuse Authorization Contract - TSSD and municipalities (Water Reuse Authorization Contract - with TSSD/Municipalities)

Timpanogos Special Service District

\_\_\_\_\_  
\_\_\_\_\_  
(printed name & title)

Attest:

\_\_\_\_\_  
\_\_\_\_\_  
(printed name & title)

Approved as to form:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attorney for District

Attachment: Reuse Authorization Contract - TSSD and municipalities (Water Reuse Authorization Contract - with TSSD/Municipalities)

## EXHIBIT A

**Roles of the Parties under the Reuse Act.**

The Reuse Act identifies in U.C.A. § 73-3c-102(7)(a) various parties and roles of participants to a reuse authorization contract. The roles of each of the Parties are as follows:

- a. Each of the Cities is a public agency proposing this Reuse Project (U.C.A. § 73-3c-102(7)(a)(i)), are the legal title holders of the water rights designated for use in the Reuse Project (U.C.A. § 73-3c-102(7)(a)(iv)) (*see* Exhibit B), and are also a supplier of the Effluent being made available through the Reuse Project (U.C.A. § 73-3c-102(7)(a)(iii) and (vi)).
- b. District is the other public agency proposing this Reuse Project and the owner or operator of the Treatment Plant that will be used to treat the wastewater proposed for use in the Reuse Project (U.C.A. § 73-3c-102(7)(a)(ii)). District consents to all aspects of this Reuse Project.
- c. American Fork is a public agency not holding legal title to the water rights designated for use in the Reuse Project that may sell or deliver water under the water rights designated for use in the Reuse Project (U.C.A. § 73-3c-102(7)(a)(v)) and/or that may engage in the wholesale or retail sale of water from the Reuse Project (U.C.A. § 73-3c-102(7)(a)(vi)).

EXHIBIT B  
WATER RIGHTS DESIGNATED FOR USE IN THE REUSE PROJECT

Attachment: Reuse Authorization Contract - TSSD and municipalities (Water Reuse Authorization Contract - with TSSD/Municipalities)



**REQUEST FOR COUNCIL ACTION  
CITY OF AMERICAN FORK  
MARCH 26, 2024**

Department Planning Director Approval Patrick O'Brien

**AGENDA ITEM** Review and action on an ordinance approving the vacation of a portion of the public utility easement for property at 499 W 1040 N, located within lot 37 of the Lakeview Farms Subdivision Plat "C".

**SUMMARY RECOMMENDATION**

Staff recommends approval of a Vacation of an Easement at 499 W 1040 N, American Fork, Utah.

**BACKGROUND**

The applicant Sam Dickson is requesting a vacation of a Public Utility Easement located at 499 W 1040 N, American Fork, Utah.

**BUDGET IMPACT**

N/A

**SUGGESTED MOTION**

Move to adopt the ordinance approving the vacation of a portion of the public utility easement at 499 W 1040 N.

**SUPPORTING DOCUMENTS**

Dickson PUE Vacation Ordinance (DOCX)  
 GIS Exhibit 03.06.2024\_Dickson Pool PUE Vacation (PDF)  
 (2024.03.05) Boundary Description\_Dickson Petition to Vacate Easement (PDF)  
 (2024.03.05) Exhibit\_DICKSON-2-A1 SITE PLAN(PDF)  
 Comments (2024.03.05) Exhibit\_DICKSON-2-A1 SITE PLAN (PDF)  
 AF Connect Easment Signature (PDF)  
 Comcast Easement Letter (PDF)  
 Dominion Easement Letter (PDF)  
 Lumen-Century Link Vacation Email (PDF)  
 Rocky Mtn Power Encroachment Letter (PDF)

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

**AN ORDINANCE VACATING A PORTION OF A PUBLIC UTILITY EASEMENT AT 499 W 1040 N, AMERICAN FORK, UTAH**

**WHEREAS**, the City of American Fork has received a request to vacate a portion of the public utility easement at 499 W 1040 N; and

**WHEREAS**, staff has reviewed the request to vacate a portion of the public utility easement and has determined the vacation of the easement is not in conflict with current city code; and

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

**WHEREAS**, the City gave advance public notice of its intent to vacate a portion of said easement as required by state law and then held a public hearing on 03/26/2024 regarding such intent and carefully considered the comments of the public thereof.

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

**SECTION I:** Vacation of a portion of a public utility easement at 499 W 1040 N, American Fork, Utah

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

Attachment: Dickson PUE Vacation Ordinance (PUE Vacation - 499 W 1040 N)

**5 Foot Legal Boundary Description to Vacate Municipal Utility Easement**

A vacation of the northerly 5 feet of the existing 10-foot public utility easement located fully within lot 37 of the Lakeview Farms Subdivision Plat "C" as found in the Utah County Recorder's Office as Map No. 15865, Entry No. 7472:2018, Dated January 23, 2018. Being 2.50 feet, each side of the following described centerline as follows:

Beginning at a point on the existing westerly 5-foot public utility easement of said lot 37; said point lies 100.63 feet South 00° 00' 22" East 100.63 feet along the westerly lot line of said lot 37 and 5.01 feet North 87° 03' 23" East from the northwest corner of said lot 37 of the Lakeview Farms Subdivision Plat "C" to the true point of beginning; running thence parallel with and 7.5 feet north of the southerly lot line of said lot 37 North 87° 03' 23" East 83.49 feet to the existing easterly 5-foot public utility easement of said lot 37 to the point of terminus, said point of terminus lies 100.63 feet South 00° 00' 22" East along the easterly lot line of said lot 37 and 5.01 feet South 87° 03' 23" West from the Northeast Corner of said Lot 37.

The north and south lines of vacated easement to terminate at the existing 5-foot public utility easement lines.

**SECTION II: SEVERABILITY**

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

**SECTION III: EFFECTIVE DATE**

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

**PASSED AND ADOPTED** by the City Council of American Fork City on 03/26/2024.

ATTEST:

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

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

Attachment: Dickson PUE Vacation Ordinance (PUE Vacation - Dickson - 499 W 1040 N)



existing PUE

to be vacated

0

**American Fork City**

**5 Foot Legal Boundary Description to Vacate Municipal Utility Easement**

A vacation of the northerly 5 feet of the existing 10-foot public utility easement located fully within lot 37 of the Lakeview Farms Subdivision Plat "C" as found in the Utah County Recorder's Office as Map No. 15865, Entry No. 7472:2018, Dated January 23, 2018. Being 2.50 feet, each side of the following described centerline as follows:

Beginning at a point on the existing westerly 5-foot public utility easement of said lot 37; said point lies 100.63 feet South 00° 00' 22" East 100.63 feet along the westerly lot line of said lot 37 and 5.01 feet North 87° 03' 23" East from the northwest corner of said lot 37 of the Lakeview Farms Subdivision Plat "C" to the true point of beginning; running thence parallel with and 7.5 feet north of the southerly lot line of said lot 37 North 87° 03' 23" East 83.49 feet to the existing easterly 5-foot public utility easement of said lot 37 to the point of terminus, said point of terminus lies 100.63 feet South 00° 00' 22" East along the easterly lot line of said lot 37 and 5.01 feet South 87° 03' 23" West from the Northeast Corner of said Lot 37.

The north and south lines of vacated easement to terminate at the existing 5-foot public utility easement lines.



Attachment: (2024.03.05) Boundary Description\_Dickson Petition to Vacate Easement (PUE Vacation - 499 W 1040 N)



Premier Pools and Spas LLC  
6213 N. CLOVERDALE RD.  
SUITE #110  
BOISE, ID. 83713  
(208)-286-4988  
www.ppas.com

**DICKSON**  
499 W. 1040 N.  
45:646:0037  
AMERICAN FORK,  
UTAH 84003

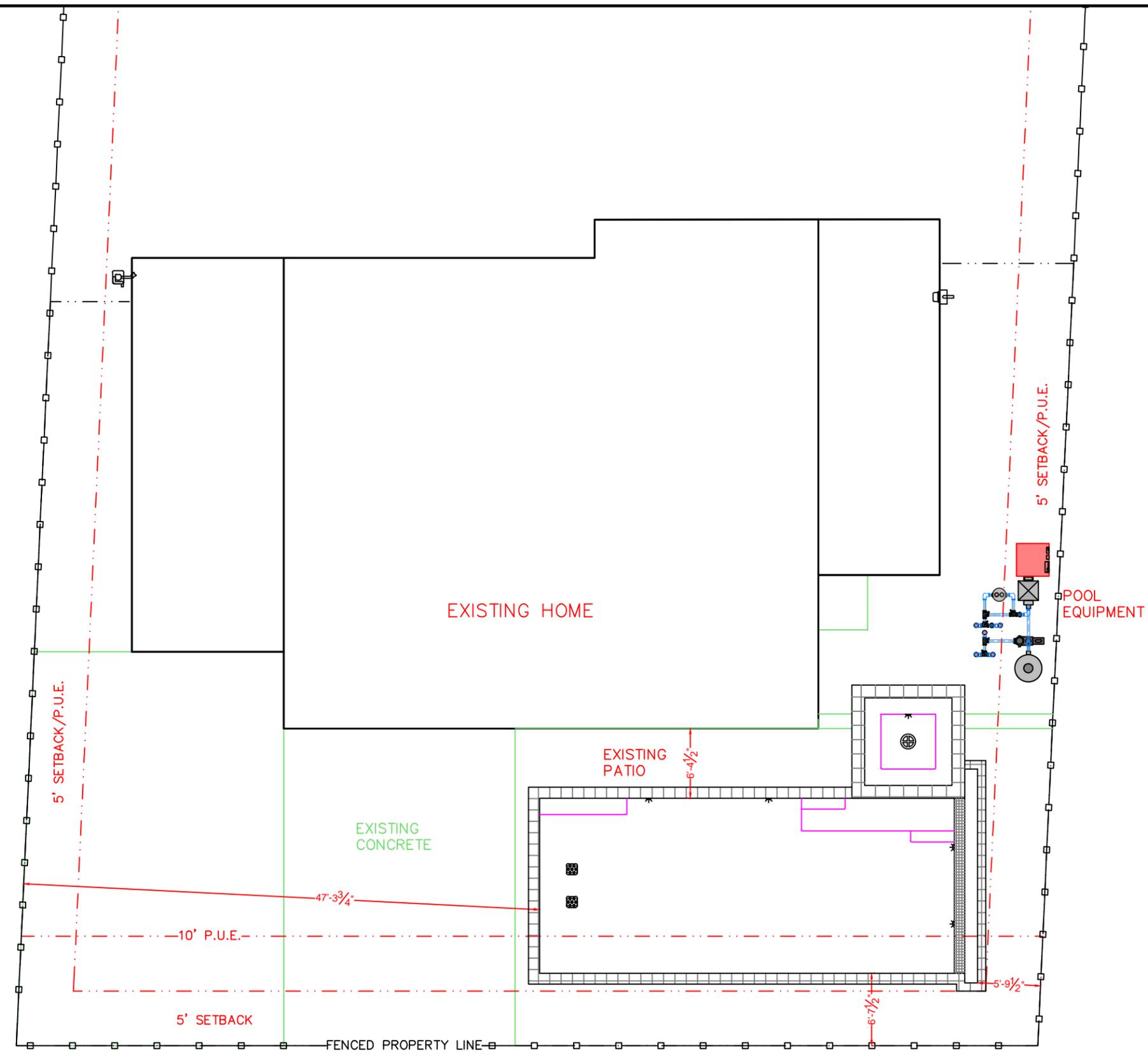
DESIGNER	J.H.
Plans By:	T.R.
Date:	12/26/2023
Rev. Date -	2/29/2024
Rev. Date -	-

THIS PLAN IS PROPERTY OF  
PREMIER POOLS AND SPAS, LLC.  
ANY FORM OF DUPLICATION OR  
USE OF ALL OR ANY PLANS,  
DRAWINGS, OR DESIGNS IS  
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SITE PLAN

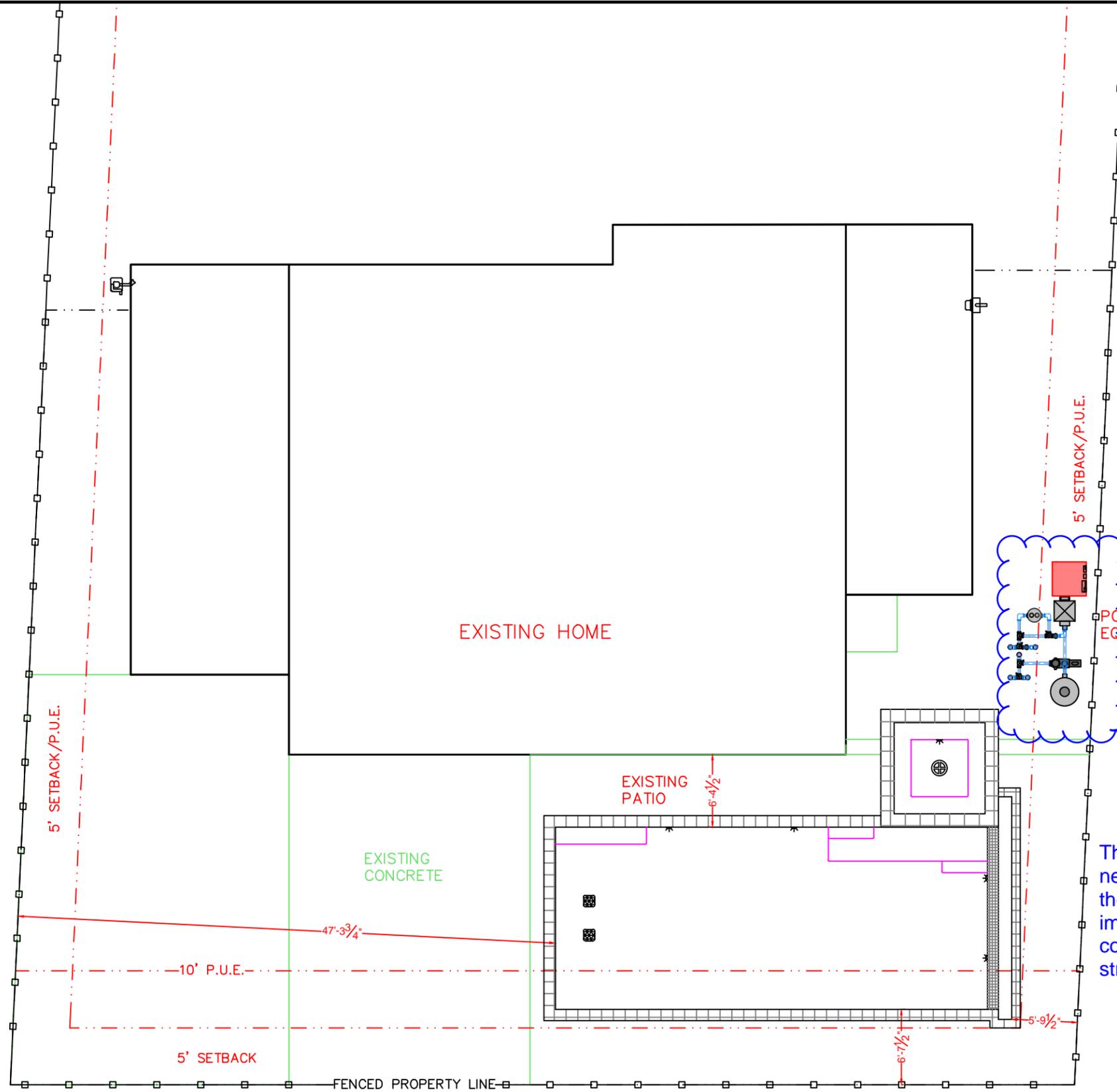
**A1**

Attachment: (2024.03.05) Exhibit\_DICKSON-2-A1 SITE PLAN (PUE Vacation - Dickson - 499 W 1040 N)



SITE PLAN

SCALE =  $\frac{3}{32}'' = 1'$



**AMERICAN FORK** American Fork City  
Development Review Committee

---

Engineering Division  
Reviewed  
rburkhill 03/14/2024



Premier Pools and Spas LLC  
6213 N. CLOVERDALE RD.  
SUITE #110  
BOISE, ID. 83713  
(208)-286-4988  
www.ppas.com

**DICKSON**  
499 W. 1040 N.  
45:646:0037  
AMERICAN FORK,  
UTAH 84003

DESIGNER	J.H.
Plans By:	T.R.
Date:	12/26/2023
Rev. Date -	2/29/2024
Rev. Date -	-

THIS PLAN IS PROPERTY OF  
PREMIER POOLS AND SPAS, LLC.  
ANY FORM OF DUPLICATION OR  
USE OF ALL OR ANY PLANS,  
DRAWINGS, OR DESIGNS IS  
PROHIBITED.  
COPYRIGHT 2023

SITE PLAN  
**A1**

SITE PLAN

SCALE =  $\frac{3}{32}" = 1'$



**AMERICAN  
FORK**  
18 83

**AMERICAN FORK CITY**

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

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

Submittal Type:  Commercial  Residential

Development Name: Dickson Pool

Development Address: 499 W. 1040 N. American Fork, UT 84003

Developer Name/Contact: Jaren Hamel, Premier Pools & Spas

Developer Business Address: 2901 Bluegrass Boulevard Suite 200 Lehi, UT 84043

Developer Phone: 480-313-9907

Developer Email: jhamel@ppas.com

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

**AFCONNECT**

Name: Kyle Petersen Title: Dir Operations

Signature: [Signature] Date: 2/29/2024

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

**CENTURY LINK (QWEST)**

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

Signature: See email stating no easement is owned Date: \_\_\_\_\_

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

**COMCAST CABLE TELEVISION**

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

Signature: See attached letter Date: \_\_\_\_\_

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

**DOMINION ENERGY**

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

Signature: See attached letter Date: \_\_\_\_\_

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

**ROCKY MOUNTAIN POWER**

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

Signature: See attached letter Date: \_\_\_\_\_

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

Attachment: AF Connect Easement Signature (PUE Vacation - Dickson - 499 W 1040 N)



Comcast Cable Communications, Inc.  
1350 E. Miller Ave.  
Salt Lake City, Utah 84106  
801-401-3041 Tel  
801-255-2711 Fax

January 26, 2024

Jaren Hamel  
Project Management & Sales  
Premier Pools & Spas  
jhamel@ppas.com

To whom it may concern,

Comcast of Utah II grants permission to vacate the existing utility easements, which exists along the South property line of 499 West 1040 North, American Fork, UT 84003, as long as it does not interfere with or deny access to our existing facilities (poles, cable, conduits, pedestal, electronics). Three feet of clearance must be maintained around all pedestals.

If you need our facilities to be moved, it can be done at your expense. If any damage is incurred to our facilities due to your encroachment, repairs will be done at your expense. Be sure to contact Blue Stakes to locate all utility services at least 48 hours before digging.

Sincerely,

*Annette Harm*

Annette Harm  
Authorized Representative

Attachment: Comcast Easement Letter (PUE Vacation - Dickson - 499 W 1040 N)

Space above for County Recorder's use  
PARCEL I.D.# 45:646:0037

**DISCLAIMER OF UTILITY EASEMENT**

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

All public utility easements, excepting the easement(s) or portion of easement(s) running adjacent and parallel to the street(s), located within Lot 37, Lakeview Farms Subdivision, located in the Southeast quarter of Section 10, Township 5 South, Range 1 East, Salt Lake Base and Meridian, Utah County, Utah; said Subdivision recorded in the Office of the County Recorder for Utah County, Utah.

IN WITNESS WHEREOF, this disclaimer and release of any right, title or interest has been duly executed on January 25, 2024.

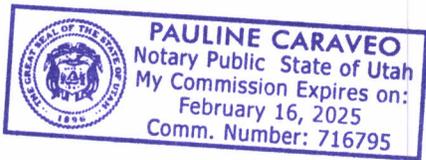
QUESTAR GAS COMPANY  
Db a Dominion Energy Utah

By: Alex Howard  
Authorized Representative

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

On January 25, 2024, personally appeared before me Alex Howard, who, being duly sworn, did say that (s)he is an Authorized Representative for QUESTAR GAS COMPANY dba Dominion Energy Utah, and that the foregoing instrument was signed on behalf of said corporation pursuant to a Delegation of Authority.

Pauline Caraveo  
Notary Public



Attachment: Dominion Easement Letter (PUE Vacation - Dickson - 499 W 1040 N)

**RE: PUE Vacation**

Whiting, Korby &lt;Korby.Whiting@lumen.com&gt;

Tue 1/23/2024 1:41 PM

To: Jaren Hamel &lt;jhamel@ppas.com&gt;

You don't often get email from korby.whiting@lumen.com. [Learn why this is important](#)

Email from outside source.

Jaren,

I don't see that we own any type of private easement on the property. I just see the PUE's around all sides of the property. I would think you just need an encroachment to build and sign off from the utility companies. In order to vacate you would need to provide a new conceptual plat map that shows what PUE's you want vacated. We do have facilities on the property so any cost to relocate our facilities if they are in conflict would be the developer/homeowner responsibility.

Both encroachment or vacate requests will need to be sent to our NRE group at

[Nre.easement@lumen.com](mailto:Nre.easement@lumen.com)

Thanks,

**Korby Whiting**

Sr. Network Implementation Program Manager

475 E 1325 S Provo, UT 84606

Tel: 801-762-8005 | Cell: 385-208-6724

[korby.whiting@lumen.com](mailto:korby.whiting@lumen.com)

-  
-




---

**From:** Jaren Hamel <jhamel@ppas.com>

**Sent:** Tuesday, January 23, 2024 11:57 AM

**To:** Whiting, Korby <Korby.Whiting@lumen.com>

**Subject:** PUE Vacation

CAUTION: This email originated outside of Lumen Technologies. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

My name is Jaren Hamel with Premier Pools and Spas. We are looking to build a swimming pool at the property located at 499 W 1040 N, AMERICAN FORK. In order to build the pool where the homeowner is requesting, we would need to get a vacation of the easement. I am unsure whether your company owns an easement on this property. If so, will you please let me know the steps to vacate said easement? Thank you in advance for your help.

All the best,  
Jaren



**Jaren Hamel**

*Project Management & Sales*

**Premier Pools & Spas**

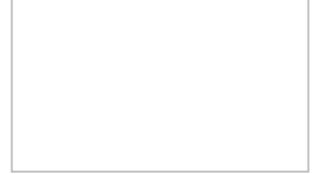
[e: jhamel@ppas.com](mailto:jhamel@ppas.com)

**c:** 480-313-9907

<https://ppas.com/locations/salt-lake-city/>

[Facebook](#) [tiktok](#) [pinterest](#) [instagram](#)

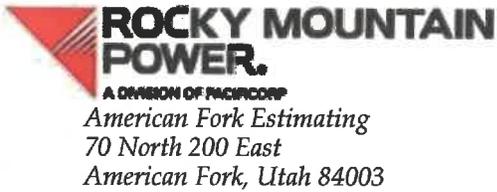
[youtube](#)



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This communication is the property of Lumen Technologies and may contain confidential or privileged information. Unauthorized use of this communication is strictly prohibited and may be unlawful. If you have received this communication in error, please immediately notify the sender by reply e-mail and destroy all copies of the communication and any attachments.

Attachment: Lumen-Century Link Vacation Email (PUE Vacation - Dickson - 499 W 1040 N)



February 9, 2024

**Sam Dickson**  
499 West 1040 North  
American Fork, Utah 84003

Dear Mr. Dickson

As you requested, Rocky Mountain Power hereby consents to a ten (10') foot proposed encroachment of the ten (10') foot utility easement on the back property line of the property at 499 West 1040 North, American Fork, Utah for the construction of a pool.

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

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

Sincerely,

**Teria Walker**  
Estimator

Attachment: Rocky Mtn Power Encroachment Letter (PUE Vacation - Dickson - 499 W 1040 N)



**REQUEST FOR COUNCIL ACTION  
CITY OF AMERICAN FORK  
MARCH 26, 2024**

Department Planning Director Approval Patrick O'Brien

**AGENDA ITEM** Review and action on a land use map amendment known as Buckwalter Industrial, located at approximately 7058 N 5750 W, American Fork City, UT 84003. On approximately 25.33 acres, the property proposes to change from the Residential Low-Density designation to the Design Industrial land use designation.

**SUMMARY RECOMMENDATION**

The Planning Commission recommended approval at the regularly scheduled meeting on March 6, 2024. The vote was 4 to 2. Staff recommendation is denial.

**BACKGROUND**

The applicants have applied for a proposed Land Use Map Amendment. The project looks to provide the Design Industrial Land Use for the two properties with Parcel IDs: 13:066:0032 and 13:066:0021. Currently, these two properties are in Utah County Territory and are looking to be annexed. The applicants are looking to provide office/warehouse establishments there and with the current land use map these properties indicate residential low density. Without doing a Land Use Map Amendment to Design Industrial prior to the annexation the properties would be annexed under the current land use, which would be residential.

**BUDGET IMPACT**

N/A

**SUGGESTED MOTION**

I move to approve the proposed Land Use Map Amendment, located at 7058 North 5750 West, American Fork City, UT 84003, from the Residential Low-Density designation to the Design Industrial designation, with instructions to the city recorder to withhold recording of the zone change subject to all conditions identified in the public record associated with the January 3rd, 2024, Planning Commission meeting.

**Denial**

I move to deny the proposed Land Use Map Amendment, located at 7058 North 5750 West,

**American Fork City, UT 84003, from the Residential Low-Density designation to the Design Industrial designation.**

**Table**

**I move to table the proposed Land Use Map Amendment, located at 7058 North 5750 West, American Fork City, UT 84003, from the Residential Low-Density designation to the Design Industrial designation, and instruct staff/developer to...**

**SUPPORTING DOCUMENTS**

Buckwalter Industrial\_LUMA - Staff Report (PDF)

COMMENTS (2024.02.15) Buckwalter Ind. Conditions for Change (PDF)

(2024.02.15) Buckwalter Ind. Zone Map (PDF)

(2024.02.15) Buckwalter Ind. UT County Parcel Map (PDF)



**Agenda Topic**

- a. Public hearing, review, and recommendation on a proposed Land Use Map Amendment, known as Buckwalter Industrial, located at approximately 7058 N 5750 W, American Fork City, UT 84003. On approximately 25.33 acres, the property proposes to change from the Residential Low Density designation to the Design Industrial land use designation.

<b>BACKGROUND INFORMATION</b>		
Location:		7058 N 5750 W
Project Type:		Land Use Map Amendment
Applicants:		Dustin Kuttler, Ryan Litke
Existing Land Use:		Residential Low Density
Proposed Land Use:		Design Industrial
Surrounding Land Use:	North	Design Industrial
	South	Residential Low Density
	East	Design Industrial
	West	Residential Low Density
Existing Zoning:		Unincorporated Territory
Proposed Zoning:		N/A
Surrounding Zoning:	North	Unincorporated Territory; PI-1
	South	R1-12000
	East	Unincorporated Territory
	West	Unincorporated Territory

**Background**

The applicants have applied for a proposed Land Use Map Amendment. The project looks to provide the Design Industrial Land Use for the two properties with Parcel IDs: 13:066:0032 and 13:066:0021. Currently, these two properties are in Utah County Territory and are looking to be annexed. The applicants are looking to provide office/warehouse establishments there and with the current land use map these properties indicate residential low density. Without doing a Land

Attachment: Buckwalter Industrial\_LUMA - Staff Report (Buckwalter Industrial LUMA)



**Planning Commission Staff Report**  
**Meeting Date: March 6, 2024**

Use Map Amendment to Design Industrial prior to the annexation the properties would be annexed under the current land use, which would be residential.

**Chapter 17.11 Amendments**

This development code, and the zoning map adopted as a part thereof, may be amended from time to time by the city council, but all proposed amendments must first be submitted to the planning commission for its recommendation. The procedure to be followed in amending the code and map shall be as set forth below.

**Sec 17.11.101 Written Petition Required - City Initiated Amendments Permitted**

Any person seeking an amendment of the development code or zoning map shall submit to the planning commission a written petition designating the change desired and the reasons therefor, and shall pay a nonrefundable filing fee in an amount established by resolution of the city council. Amendments to the code and map may also be initiated by action of the planning commission or upon request of the city council.

**Sec 17.11.102 Planning Commission To Make Recommendations**

Upon receipt of the petition the planning commission shall consider the request and, subject to completion of a public hearing on the matter before the planning commission with public notice given in accordance with the provisions of Section 17.11.103, shall submit its recommendations with respect thereto to the city council.

**Sec 17.11.103 Planning Commission To Conduct Public Hearing Before Recommending Amendments - Notice Of Hearing To Be Provided**

1. No ordinance approving an amendment to the official zone map or text of the development code, or approving a large scale development project may be enacted by the city council unless and until a public hearing relating to the proposed ordinance shall have been conducted by the planning commission.
2. Notice of the date, time and place of the first public hearing regarding a proposed amendment to the official zone map, text of the development code or ordinance of approval of a large scale development project shall be given at least 10 calendar days before the public hearing as follows:



**Planning Commission Staff Report**  
**Meeting Date: March 6, 2024**

1. Published on the Utah Public Notice Website;
2. Posted in at least three public locations within the city, or on the city's official website; and
3. Mailed to each affected entity.

**Sec 17.11.104 Amendments To Be Adopted By Council - Notice Required**

1. The city council, at a public meeting called for the purpose, shall consider each proposed amendment to the official zone map, text of the development code, or ordinance of approval for a large scale development recommended to it by the planning commission and may act to adopt or reject the amendment or ordinance of approval as recommended by the planning commission or adopt the amendment after making any revision the city council considers appropriate.
2. Notice of the public meeting at which the city council will consider a proposed amendment or ordinance of approval shall be given at least twenty-four hours before the meeting, which notice shall, as a minimum, be posted in at least three public places within the city; or on the city's official website.

**Sec 17.11.105 Amendments To Be Adopted By Ordinance - Public Notice Of Adoption**

All amendments to the code and map shall be adopted, published and recorded in accordance with the applicable provisions of UCA 10-3-701 et seq.

**17.11.200 Intent With Respect To Amendments**

All amendments to this code and zone map shall be made in accordance with the general plan of land use. It is hereby declared to be public policy that this code shall not be amended unless it can be shown that changed or changing conditions make the proposed amendment reasonably necessary to the promotion of the purposes of this code.

**Project Conditions of Approval**

1. 100 East is classified as a major collector which requires 84' right-of-way. The developer must dedicate about 22' of right-of-way (about 22' East of property line) to the City.



**Planning Commission Staff Report**  
**Meeting Date: March 6, 2024**

---

**Findings of Fact**

1. The Land Use Map Amendment, **MEETS** the requirements of Section 17.11.

## Project Map



## Standards Conditions of Approval

APPLICANT is responsible and shall submit/post/obtain all necessary documentation and evidence to comply with these Standard Conditions of Approval prior to any platting, permitting, or any other form of authorization by the City including plat recording or other property conveyance to the City and prior to scheduling a pre-construction meeting. All recording shall take place at the Utah County Recorder's Office.

1. **Title Report:** Submit an updated Title Report not older than 30 days or other type of appropriate verification that shows all dedications to the City are free and clear of encumbrances, taxes, or other assessments.
2. **Property Taxes and Liens:** Submit evidence that all the property taxes, for the current and/or previous years, liens, and agricultural land use roll over fees have been paid in full.



**Planning Commission Staff Report**  
**Meeting Date: March 6, 2024**

3. **Water Rights:** Submit evidence that all the required water rights have been conveyed to American Fork City.
4. **Performance Guarantee:** Post a performance guarantee for all required public and essential common improvements.
5. **Easements and Agreements:** Submit/record a long-term Storm Water Pollution Prevention Maintenance Agreement signed and dated by the property owner and any required easement documentation.
6. **Land Disturbance Permit:** Obtain a Land Disturbance Permit.
7. **Compliance with the Plan Review Comments:** All plans and documents shall comply with all the Technical Review Committee comments and the City Engineer's final review.
8. **Commercial Structure:** Record an Owner Acknowledgment and Utility Liability Indemnification if the proposed building is a multi-unit commercial structure served by a single utility service.
9. **Sensitive Lands:** Record all applicable documents required for compliance with the City's Sensitive Lands Ordinance.
10. **Utility Notification Form:** Submit a Subdivision Utility Notification Form.
11. **Professional Verification:** Submit final stamped construction documentation by all appropriate professionals.
12. **Fees:** Payment of all development, inspection, recording, streetlight, and other project related fees.
13. **Mylar:** Submit a Mylar. All plats will receive final verification of all formats, notes, conveyances, and other items contained on the plat by City staff (recorder, legal, engineer, GIS, planning).

**Potential Motions – Commercial Site Plan**

**Approval**

Madame Chair, I move to recommend approval for the proposed Land Use Map Amendment, located at 7058 North 5750 West, American Fork City, UT 84003, from the Residential Low-Density designation to the Design Industrial designation, subject to any conditions found in the staff report.

**Denial**



**Planning Commission Staff Report**  
**Meeting Date: March 6, 2024**

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Madame Chair, I move to recommend denial for the proposed Land Use Map Amendment, located at 7058 North 5750 West, American Fork City, UT 84003, from the Residential Low-Density designation to the Design Industrial designation.

**Table**

Madame Chair, I move to table action for the proposed Land Use Map Amendment, located at 7058 North 5750 West, American Fork City, UT 84003, from the Residential Low-Density designation to the Design Industrial designation, and instruct staff/developer to.....

Attachment: Buckwalter Industrial\_LUMA - Staff Report (Buckwalter Industrial LUMA)

 American Fork City Development Review Committee
Planning and Zoning Reviewed tvanekeletonburg 02/13/2024
Engineering Division Reviewed jhsu 02/07/2024

**Next Step:**

**Approved  
Proceed to Planning Commission  
03/06/24**

Land Use Map Amendment

Parcel : 13:066:0032  
Owner: Steve Buckwalter  
Current Zoning: Un annexed Utah County  
American Fork Land Use Plan: Low Density Residential  
Proposed Land Use. PI-1 (Designed Industrial)

see  
comment

This property is currently in Utah county, we are starting the process of annexing the property into American Fork. Currently the city land use map shows the overlay as low density residential, we propose a change from low density to designed industrial or PI-1 zoning.

**Development near a RR crossing:**

Utah Administrative Code R930-5 requires new access points to be a minimum of 250' away from a crossing unless UDOT's chief RR engineer approves something shorter.

A diagnostic should be conducted if an access is proposed within the 250' or if a development is proposed within 1,000' of a crossing. A railroad diagnostic meeting maybe required by UDOT. Darren Eyre (CRS) is hired by UDOT to facilitate these. Darren Eyre, PE | Vice President, CRS ENGINEERING AND SURVEYING Cell: (801) 671-2729

**About Water Right:**

After confirming with the City Engineer, the city will accept the (ground/well) water after it has been verified and converted to surface water. Please use the link below and complete the form "Application for Dedication of Water (Groundwater Conversion)" and submit to the city. (<https://www.americanfork.gov/932/Private-Development>)

Then we will forward your application to the city water right attorney, Jeff Gittins, for conversion process. There is an initial \$1,500.00 fee for the city water right attorney to begin the process. This fee can be credited to the final bill from Jeff. The groundwater converts to surface water need to process through state level and the process usually takes about 6 to 9 months, sometimes more. The city will be unable to know the conversion ratios are. However, the state will determine that during the process.

**ROW dedication to the city**

100E is classified as major collector which require 84 ft ROW. The developer will be required to dedicate approx. 22 ft of ROW (22 ft E of property line) to the City.

Attachment: COMMENTS (2024.02.15) Buckwalter Ind. Conditions for Change (Buckwalter Industrial LUMA)

Search bar with magnifying glass icon



5750 West St

Adito Mall Dr

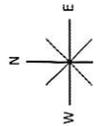
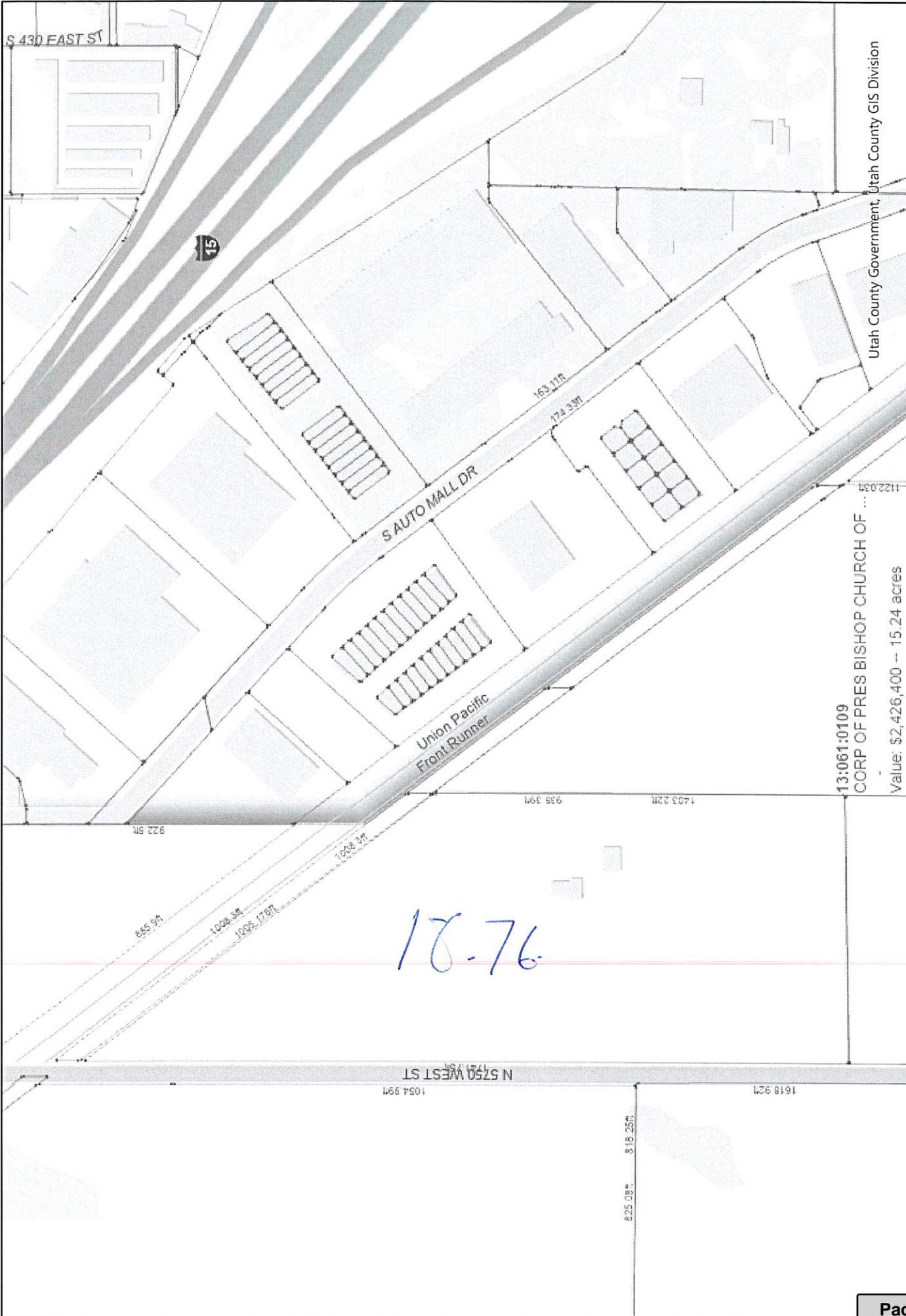
4590 ft

**Parcels:**

---

ACREAGE	18.76
OWNER NAME	BUCKWALTER, STEVEN J & LEE ANN
PARCEL ID	13:066:0032
PROPERTY ADDRESS	7058 N 5750 WEST, AMERICAN FORK DISTR, UT 84003

Attachment: (2024.02.15) Buckwalter Ind. Zone Map (Buckwalter Industrial LUMA)



Utah County Government, Utah County GIS Division

Date: 1/30/2024

1 inch equals 376.2 feet

This cadastral map is generated from Utah County Recorder data. It is for reference only and no liability is assumed for any inaccuracies, omissions, or variations with an

13:061:0109  
 CORP OF PRES BISHOP CHURCH OF ...  
 Value: \$2,426,400 -- 15.24 acres

Utah County Parcel Map

Parcel Map 130660003?

Attachment: (2024.02.15) Buckwalter Ind. UT County Parcel Map (Buckwalter Industrial LUMA)



**REQUEST FOR COUNCIL ACTION  
CITY OF AMERICAN FORK  
MARCH 26, 2024**

Department Planning Director Approval Patrick O'Brien

**AGENDA ITEM** Review and action on an ordinance amending Section 17.5.121, related to design standards within the landscaping section of the Municipal Code.

**SUMMARY RECOMMENDATION** Planning Commission recommended approval

**BACKGROUND** Staff has initiated a Code Text Amendment to amend Section 17.5.121 Landscaping of the American Fork City Municipal Code. The proposed amendment looks to remove some of the design standards found within the landscaping code. It would provide more options for flexibility on designs relating to the landscaping and provide the Development Services Director with more input on the proposal to see if they are meeting the intentions of the Municipal Code.

**BUDGET IMPACT** N/A

**SUGGESTED MOTION** I move to recommend approval for the proposed Code Text Amendment, amending Section 17.5.121, titled Landscaping, relating to design standards and providing an effective date for the ordinance.

**SUPPORTING DOCUMENTS**

Ordinance - Landscaping CTA - Design Standards (DOCX)

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

**AN ORDINANCE AMENDING SECTION 17.5.121 OF THE AMERICAN FORK CITY, UTAH, MUNICIPAL CODE RELATING TO DESIGN STANDARDS AND LANDSCAPING.**

WHEREAS, the 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;

WHEREAS, City Council desires to amend the requirements for design standards and landscaping;

WHEREAS, the proposed amendment is in the best interest and general welfare of the residents of American Fork;

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

**PART I**

**TEXT OF ORDINANCE**

**SECTION 1.** Section 17.5.121 of the American Fork City Municipal Code is hereby amended to read as follows:

**Sec 17.5.121 Landscaping**

- A. Intent. The purpose of the landscaping standards and requirements shall be to enhance, conserve and stabilize property values by encouraging pleasant and attractive surroundings thereby creating the necessary atmosphere for the orderly development of a pleasant community. These standards seek to further the mission statement of the city: Safeguard the health, safety and welfare of the citizens of American Fork by providing essential services, and opportunities for an enhanced quality of life while honoring its heritage of values, culture and traditions. Landscaping also contributes to the relief of heat, noise, and glare through the proper placement of green plants and trees.
- B. Applicability. The provisions of this section shall be included as part of the site plan submittal for all new construction and expansion in all of the following:
1. Multi-family structures in residential zones (R3-7500, R4-7500) including common areas in planned residential development projects.
  2. All commercial and planned commercial zones except CC-1 and CC-2.
  3. All industrial and planned industrial zones.
  4. All large scale developments.

5. All landscape buffer areas when included as part of the development plan for subdivisions and similar development located along collector and arterial class roads.
6. An expansion shall be defined as an increase in the footprint of a building or parking area.

C. Amount and type of landscape required. The amount and type of landscape required shall be as set forth under the following schedule:

Zoning of Proposed Development	Landscape Requirement	Location of Landscaping on Site
RA zones, R2-7500, R1-7500 through R1-20000 zones, R3-7500, R4-7500, PR zones, GC-1, BP-1, PO-1, SC-1, GC-2, PF, M-1	If other than lots zoned for single family or two-family dwelling use: One tree per two thousand five hundred square feet of improved area, with no more than twenty percent of the total being ornamental trees or evergreens. One five-gallon shrub per three hundred square feet of improved area; and where applicable in Section 17.5.121.	Parking lot, street frontage, common areas and buffer areas for subdivisions located along collector and arterial class roads
PI-1	As required in Section 17.5.121.K. and in other sections of 17.5.121 where applicable	Street frontage, parking lots
I-1	As required in Section 17.5.121.K. and in other sections of 17.5.121 where applicable	Street frontage (including perimeter of parking lot along street frontage)

D. Notes to table:

1. Twenty-five percent of the required shrubs may be converted to turf based on one five-gallon shrub per fifty square feet of turf.
2. Ten percent of the required shrubs may be converted to perennials and/or ground covers at a ratio of three one-gallon perennials and/or ground covers for one five-gallon shrub.
3. Species diversity: The percent of any one type of shrub that can be planted in a development shall be as follows:
  - a) 10–19 shrubs: Fifty percent.
  - b) 20–39 shrubs: Thirty-three percent.
  - c) 40–59 shrubs: Twenty-five percent.
  - d) 60 or more shrubs: Fifteen percent.
4. Species diversity: The percent of any one type of tree that can be planted in a development shall be as follows:
  - a) 0–5 trees: No limitation.
  - b) 6–21 trees: No more than fifty percent of one species.
  - c) 21 or more trees: No more than twenty percent of one species.

5. When calculating tree and shrub quantities, any fraction of a shrub or tree or other requirement is rounded up to the next whole number.
  6. With the approval of the planning department, the number of shrubs may be reduced in exchange for additional trees or tree size at a rate of three shrubs per caliper inch.
  7. Improved area means the total (gross) lot area being used including the building, parking lot, and storage or display areas.
- E. Landscaping to conform with city standard. Landscaping in connection with the development of property shall be provided and maintained in accordance with American Fork City standards as established by resolution by the city council. The provisions as found in Ordinance No. 07-11-63, "Tree Ordinance," as well as the recommended types of trees as found in the document titled, "Street Tree Selection Guide for Parking Strips in American Fork Utah" dated July 2001, are hereby stated as reference and shall be adhered to as part of this Section 17.5.121.
1. Scope of requirement. Where landscaping is required, such landscaping shall comply with the requirements of this code for the specific use and location. The planning commission shall determine to what extent landscaping is feasible and sufficient for the CC-1 and CC-2 zone districts. Landscaping for new developments shall occur in all interior parking areas, along the perimeter of the property, around new and existing structures, and along street frontages, unless otherwise specified herein. All new development and redevelopment must install and maintain landscaping as required by this code.
  2. Screening requirements. Where landscape screening is required, said screening shall consist of evergreen shrubs, closely spaced and maintained at substantially the specified height of said required screening. When not otherwise specified, natural screening shall be maintained at a height from four to six feet.
  3. Plant quantities. The amount of landscaping is based on gross area of proposed development.
- F. Landscape plans and equivalent plants—General standards.
1. Landscape plan required. Where landscaping is required, a landscape plan shall be submitted. Said plan shall consist of a plot plan showing the proposed landscape development, watering system, and use of the property. Said plan shall be submitted to the planning department. The same plan used to show parking layout or other requirements for the issuance of a building permit may be used to show the type and size of plant materials, structures, and other features to be included, provided the features are detailed adequately. The planning department may disapprove of such plans if it is determined that such plans are not adequate or if they are inconsistent with the purposes of this code. However, any dispute with the decision of the planning department relating to said landscape plan may be appealed to the planning commission for their determination.

2. Landscape plans and equivalent plants.
  - a) Landscape plans must identify the species, sizes and quantities of vegetation.
  - b) All landscaping shall be installed as shown on the approved plan.
  - c) An equivalent species may be substituted in the field without prior approval, provided a revised drawing is submitted to the planning department. Plants are "equivalent" if they have the same growth habit and rate, same cover, leafing, shade characteristics and function, have similar water requirements, thrive in the same microclimate, soils and water conditions.
  - d) All other changes to the landscape plan require prior approval from the planning department and/or the planning commission.
  - e) All development plans shall designate required landscaping areas. Subdivision plats shall designate required landscaping areas.

G. Standards and criteria—General standards.

1. Minimum plant sizes. Minimum plant sizes are:
  - a) Shade tree, two and one-inch caliper (measured six inches above root ball) at time of planting. At maturity, a shade tree has a height and/or spread of thirty feet or greater. If two and one-inch caliper trees are not available due to seasonal shortages or shortages in desired varieties, the planning commission may approve the installation of smaller trees, provided the proportional difference in caliper inches is compensated for by installing additional trees.
  - b) Ornamental tree, one and one-half inch caliper (measured six inches above root ball) at time of planting. At maturity, an ornamental tree has a spread and height between fifteen feet and thirty feet.
  - c) Evergreen tree, six feet tall at time of planting.
  - d) Deciduous shrub, five-gallon container.
  - e) Evergreen shrub, five-gallon container.
  - f) Perennials and ground covers, one-gallon container.
  - g) Turf mix, native grasses and wild flower mix are the only vegetation that may be planted as seed.
2. Irrigation. All vegetation and landscaped areas must be provided with a permanent irrigation system.
  - a) An underground pressurized irrigation system and/or drip system is required for all landscape areas on the property.
  - b) Native grasses must have a permanent irrigation source that is zoned separately from high water demand landscapes. Once the

grasses are established, irrigation to native grass areas can be reduced to a level that maintains coverage typical of the grass mix and to suppress weed growth.

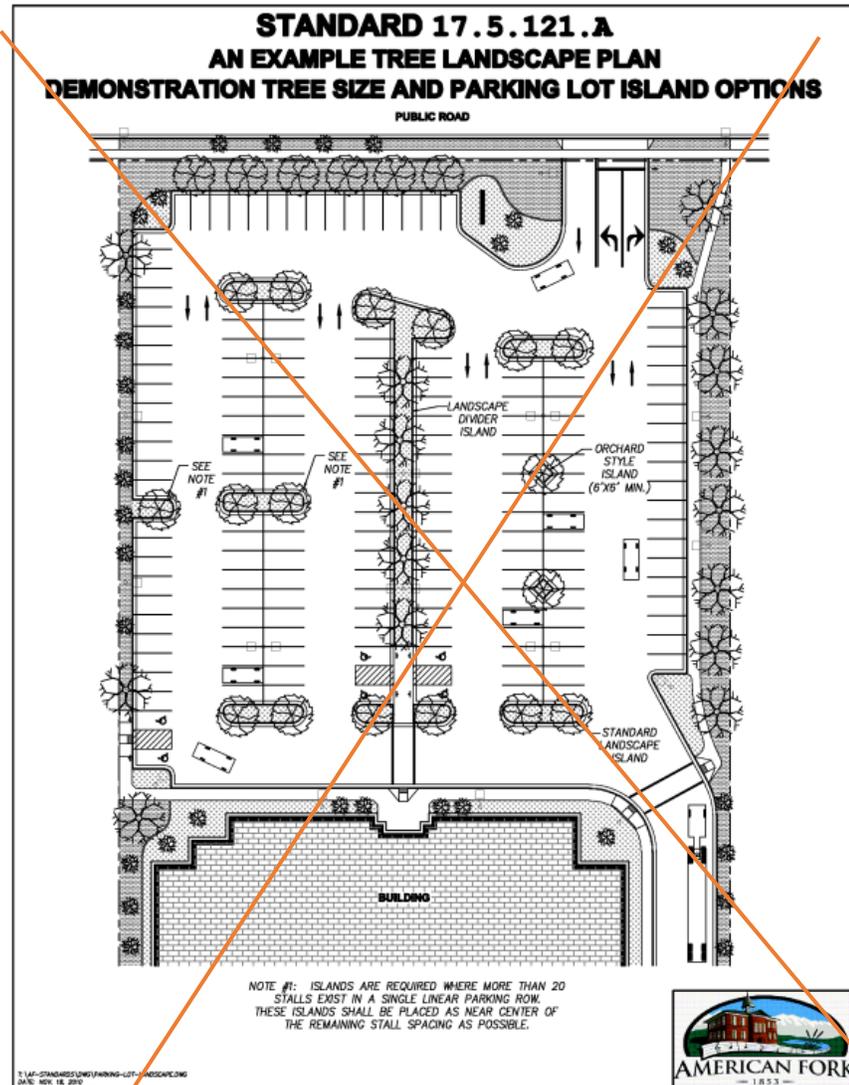
3. Preservation of significant landscape features. Existing landscape features such as escarpments, large or old trees or stands, heavy vegetative cover, ponds and bluffs shall be identified by the planning department and/or the planning commission as part of the development review process. To the extent the planning department and/or planning commission deems practicable, such features shall be preserved by the final plans and to such extent, count toward landscape and open space area requirements. Features to be preserved shall be protected throughout site development. If a significant live feature which was to be preserved dies or is substantially damaged the developer shall replace it with an equivalent feature as determined by the planning department and/or planning commission. No person shall kill or damage a landscape feature required to be preserved by this section.
  - a) During construction, fencing or similar barriers shall isolate and protect the landscape features to be preserved.
  - b) All protection measures shall be clearly identified on the construction and landscape plans.
  - c) No vehicles or equipment shall be driven or parked nor shall any materials be piled within the canopy drip line of any tree to be preserved.
4. Protection of landscape areas. All landscape areas shall be protected from vehicles through the use of concrete curbing, large rocks, or other similar obstructions.
5. Utility lines. If the location of utilities conflict with the landscaping provisions, the planning department may approve an equivalent alternative.
  - a) Utility plans must be submitted with landscape plans.
  - b) Trees which will grow to a height of greater than fifteen feet at maturity shall not be planted under electrical lines.
  - c) Ornamental and evergreen trees planted under an electrical line may count towards the total tree requirement.
6. Sight distance. The owner shall maintain all vegetation, fences, walls and berms so that there is no site distance hazard nor road or pedestrian hazard.
7. Trees.
  - a) Trees should not be planted near a light pole if eclipsing of light will occur at maturity. Placing light poles in the parking lot, away from landscape area and between parking bays, helps eliminate this conflict and should be considered.
  - b) Tree canopies may overlap by up to twenty percent of the diameter of the tree at maturity. Tree clustering may be allowed with some species so long as clustering does not adversely affect the mature canopy.

- c) At planting, tree trunks must be reasonably straight with minimal doglegs.
  - d) Wire baskets, burlap wrappings, rope, twine or any similar shipping materials shall be removed before planting.
  - e) The minimum square footage of planting area for a shade tree is one hundred forty square feet. The planning commission may vary the minimum square footage.
8. Maintenance and restoration. The owners, tenants and occupants for all proposed new and existing uses in the city must:
- a) Demonstrate that all provisions of this code regarding landscaping have been met prior to the issuance of a certificate of occupancy and/or a business license.
  - b) Maintain landscaping in a healthy, growing, neat and well maintained condition.
  - c) Maintenance includes watering, weeding, pruning, pest control, trash and litter removal, replacement of dead or diseased plant material, reseeding and other reasonable efforts.
  - d) Any plant that dies must be replaced with an equivalent live plant within ninety days of notification or, if during the winter, by the next April 1.
  - e) On his own or based on a citizen complaint, any member of the planning department, planning commission or zone enforcement officer may, without notice and without a warrant, walk on the landscaped portion of the property from time to time to inspect the condition of landscaping.

#### H. Parking lots—Design standards.

1. Interior landscaping requirement. Landscaping is required in the interior of parking lots to direct traffic, to shade cars and structures, to reduce heat and glare and to screen cars from adjacent properties. (See **Development Services Design Standards for further information**.) The interior of all parking lots shall be landscaped as follows:
  - a) One landscaped island, parallel to parking spaces, is required for each twenty linear parking spaces. In lieu of the standard landscape island, one "orchard style" landscape island may be used for every six linear parking spaces. The orchard style landscape islands shall be evenly spaced between end landscape islands.
  - b) Landscape islands must be at least one hundred forty square feet. The narrowest/smallest dimension of a parking lot island shall be eight feet, measured from back of curb to back of curb.
  - c) Orchard style landscape islands shall be six feet by six feet square minimum.

- d) One landscaped divider island, parallel to the parking lot drive aisles, designed to prevent diagonal movement across the parking lot, shall be located for every three parking lot drive aisles.
- e) A landscape island is required at the end of every row of parking spaces, regardless of length or number of spaces.
- f) Barrier curbing on all sides adjacent to the parking lot surface is required to protect each landscape islands from vehicles.
- g) A corner area (where it is not feasible to park a vehicle) may be considered an end island for the rows on the perimeter of the parking lot.
- h) Landscaping of the interior of a parking lot shall include trees, shrubs and landscape boulders.
- i) Pedestrian crossing areas in parking lots shall be constructed of surface pavers, such as brick, stone blocks, interlocking brick pavers, stamped concrete or other materials as may be approved by the city engineer which form a smooth surface but contrast with asphalt.



2. Parking lot perimeter. Landscaping is required around the entire perimeter of a parking lot to assist in the shading of cars, to assist in the abatement of heat and to reduce the amount of glare from glass and metal, and to assist in the screening of cars from adjacent properties. The perimeter of a parking lot is defined as the curb line defining the outer boundaries of the parking lot, including dumpster enclosures, bike racks, or other support facilities that are adjacent to the outer curb. Entry drives between a parking lot and the street, drives connecting two internal parking lots or building entry plazas are not included in the perimeter area. (See Figure 17.5.121-A.)
  - a) The minimum dimension allowed for the parking lot perimeter landscape strip is six feet unless adjacent to a public right-of-way where a minimum of fourteen feet is required. The width of a

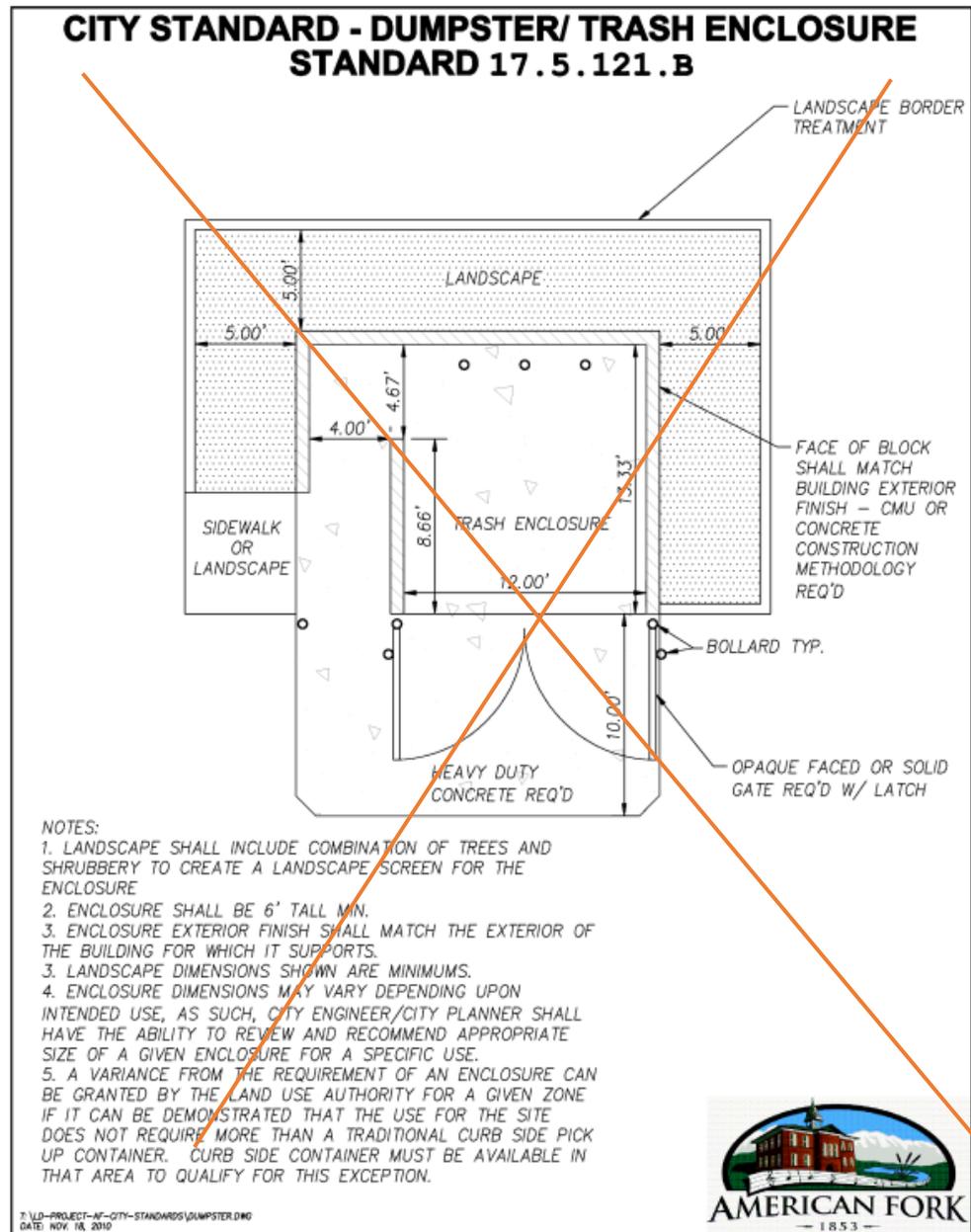
landscape strip can be modified by the planning commission, provided a finding that the intent of this section is met.

- b) Landscaping along the perimeter of parking lots shall include trees, shrubs and landscape boulders.
- c) Parking lots shared by more than one owner shall be landscaped around the perimeter of the combined lots.

I. Dumpster enclosures—Design standards. ~~Dumpsters and refuse containers for new uses in all zones shall be enclosed in a solid, opaque enclosure constructed of brick, masonry, stucco or wood of at least six feet tall.~~ The design of each dumpster enclosure shall conform to the design standards for dumpster enclosures as set forth in the American Fork Planning, Zoning, & Building Supplementary Design Standards on Figure 17.5.121-B. ~~The enclosures shall be of the same material(s) as found on the main structure on site. Landscaping, consisting of trees and shrubs, shall be located along the sides and rear of the enclosure.~~

J. Street frontage landscape.

- 1. Street frontages. Within all zones (with the exception of lots zoned for one or two dwellings and the CC-1 and CC-2 zones), the owner shall provide and maintain a minimum fourteen-foot-wide street frontage landscape adjacent to the public right-of-way.
- 2. A minimum of seventy-five percent of the street frontage landscape shall be covered by plant material at maturity.
- 3. The planning commission may allow for up to fifty percent of the fourteen-foot-wide street frontage to be turf, or up to one hundred percent turf coverage may be allowed if the parking lot setback from the right-of-way exceeds thirty feet. Low water usage turf is encouraged.
- 4. Landscaping within the street frontage shall include trees, shrubs and landscape boulders. Street trees shall be provided in the street frontage landscape, including one tree for every forty feet of street frontage. Clustering is allowed provided that it does not adversely affect the mature canopy.



#### K. Residential subdivision perimeter enclosures.

1. Intent. The planning commission and/or city council may approve (if requested by the applicant) or require (where deemed necessary or required by other sections of this code) perimeter enclosures (fences and/or walls) around all or part of the perimeter of a residential subdivision or planned unit development. Perimeter enclosures shall be designed to meet the following objectives of protecting public health, safety and welfare: screen negative impacts of adjoining land uses, including streets, protect privacy, maintain a

consistent or complementary appearance with enclosures in the vicinity, maintain consistent appearance of the subdivision.

2. Required perimeter enclosures. The planning commission and/or city council may require a perimeter enclosure as a condition of the final approval if:
  - a) Use or enjoyment of property within the development or in the vicinity of the development might be impaired without a perimeter enclosure.
  - b) A perimeter enclosure is necessary to maintain a consistent and complementary appearance with existing or proposed perimeter enclosures in the vicinity.
  - c) A perimeter enclosure is necessary to control ingress and egress for the development.
  - d) A perimeter enclosure is necessary to promote the safety of the public or residents in the vicinity.
  - e) A perimeter enclosure is needed to comply with the purpose, objectives or regulations of the subdivision requirements.
3. Specifications. Unless specified otherwise at the time of final approval: a perimeter enclosure includes fences (excluding chain-link), walls or berms, and combinations thereof.
  - a) The height shall be six feet; however, an enclosure constructed on a berm shall not extend more than eight feet above the adjoining sidewalk or crown of road, whichever is lower.
  - b) New enclosures shall be compatible with existing enclosures in the vicinity, if such enclosures meet the requirements of this code.
  - c) A perimeter wall must have a column or other significant architectural feature every thirty feet.
4. Landscape buffer corridors. The following corridors are major points of entry into the city and as such, should include enhanced landscape treatment in order to provide a "sense of arrival" into American Fork. These corridors shall contain a five-foot-wide landscape buffer area between the perimeter enclosure and right-of-way.
  - a) 900 West, east side of 900 West from 1120 North to 700 North.
  - b) Mt. Timpanogos Boulevard, both sides from 1300 North to 700 North.
  - c) 100 West, both sides from approximately 700 South to the Boat Harbor.
  - d) 570 West, both sides from 330 South to Shoreline Protection Area.
  - e) Vineyard Connector, both sides of future alignment along residential development.  
The landscape buffer area shall remain part of the adjacent lot, if part of a standard subdivision, and maintenance shall be provided by the city, through a special assessment district, or, if

part of a planned unit development (PUD), the buffer area shall be located in a separate tract owned and maintained by a home owner's association. Standard 17.5.121.C. illustrates this buffer area. In the landscape buffer, one tree per forty linear feet of perimeter must be provided. Clustering is allowed provided it does not adversely affect the mature canopy.

5. Construction of perimeter enclosures. The perimeter enclosure and any required landscape buffer area shall be installed by the developer.

NOTES:

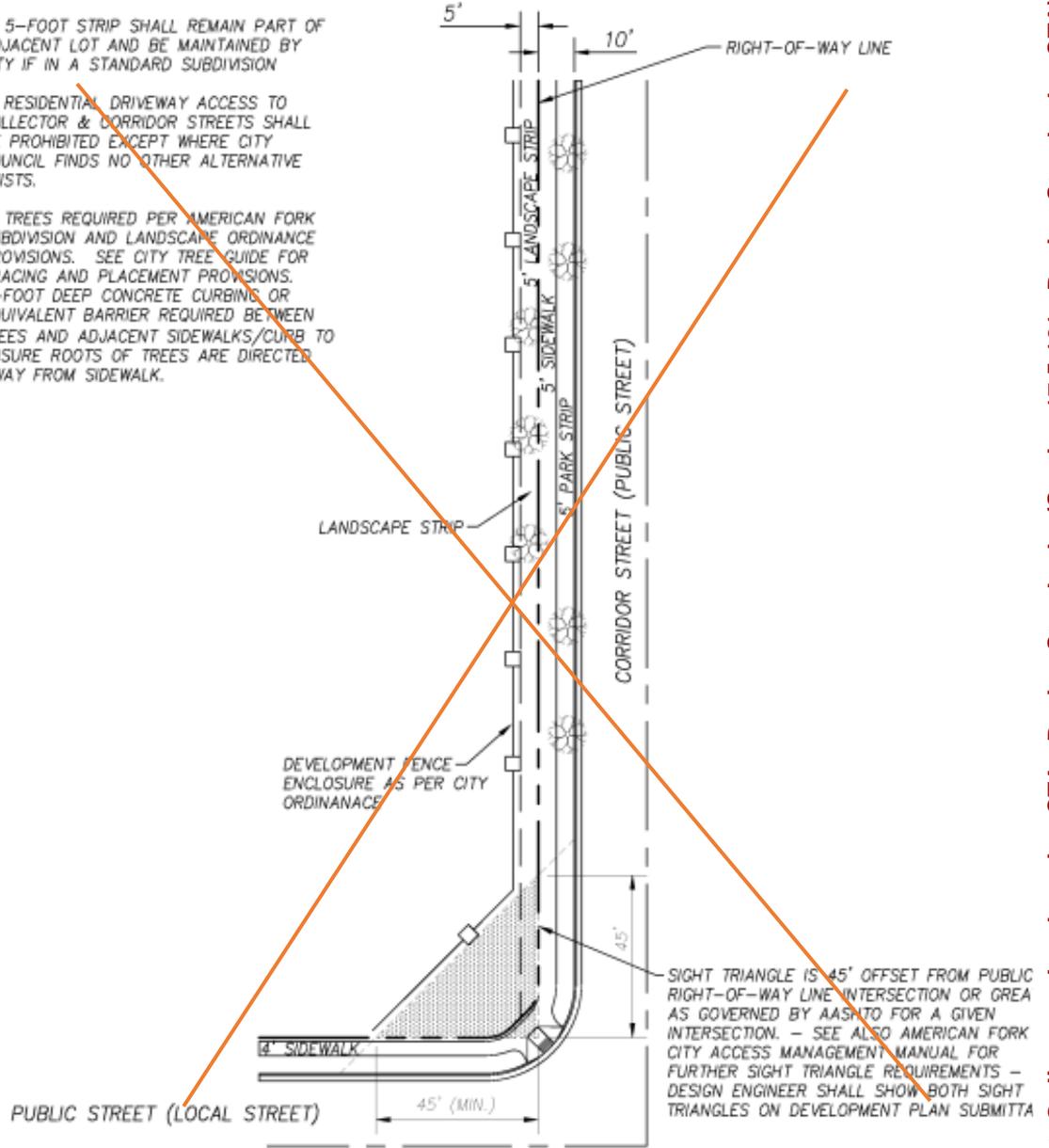
1. 5-FOOT STRIP SHALL BE LOCATED IN A TRACT DEDICATED TO AND MAINTAINED BY A HOME OWNERS ASSOCIATION (HOA) IF PART OF A P.U.D.

2. 5-FOOT STRIP SHALL REMAIN PART OF ADJACENT LOT AND BE MAINTAINED BY CITY IF IN A STANDARD SUBDIVISION

3. RESIDENTIAL DRIVEWAY ACCESS TO COLLECTOR & CORRIDOR STREETS SHALL BE PROHIBITED EXCEPT WHERE CITY COUNCIL FINDS NO OTHER ALTERNATIVE EXISTS.

4. TREES REQUIRED PER AMERICAN FORK SUBDIVISION AND LANDSCAPE ORDINANCE PROVISIONS. SEE CITY TREE GUIDE FOR SPACING AND PLACEMENT PROVISIONS. 2-FOOT DEEP CONCRETE CURBING OR EQUIVALENT BARRIER REQUIRED BETWEEN TREES AND ADJACENT SIDEWALKS/CURB TO ENSURE ROOTS OF TREES ARE DIRECTED AWAY FROM SIDEWALK.

MINIMUM STANDARDS FOR "CORRIDOR LANDSCAPE" STANDARD 17.5.121.C



IN ADDITION TO THE AMERICAN FORK CITY MINIMUM STANDARD OF 45-FOOT SIGHT TRIANGLES AT INTERSECTIONS, INTERSECTIONS ARE ALSO REQUIRED TO MEET THE A.A.S.H.T.O. SIGHT-DISTANCES AS DEFINED IN THE ACCEPTED STANDARD MANUAL "A POLICY ON GEOMETRIC DESIGN OF HIGHWAYS AND STREETS"

FILE: T:\LD-PROJECT\AF-CITY-STANDARDS\DWG\LANDSCAPE-BERM.DWG  
DATE: OCTOBER 18, 2011



Attachment: Ordinance - Landscaping CTA - Design Standards (Section 17.5.121 - Design Standards - CTA)

L. PI-1 zone landscape—Design standards.

1. Parking lot interior landscape. Landscaping for the parking lot interior shall
2. with the following additions:
  - a) Vegetation in the sight triangle in the street frontage must not exceed thirty inches in height at maturity.
  - b) One tree for every forty linear feet of street frontage (excluding curb cuts) must be provided, eighty percent of which must be shade trees.
3. Side yard landscape. The first fifty feet of side yard (beginning at the front property line) shall be landscaped.
4. Maintenance. Each owner or the owner's association shall maintain all landscaping.

I-1 zone landscape - Design Standards

1. Street frontage landscape (including perimeter of parking lot along street frontage). Landscaping for the street frontage shall be per Section 17.5.121.I. with the following additions:
  - a) Vegetation in the site triangle in the street frontage must not exceed thirty inches in height at maturity.
  - b) One tree for every forty linear feet of street frontage (excluding curb cuts) must be provided, eighty percent of which must be shade trees.
2. Maintenance. Each owner or the owner's association shall maintain all landscaping.
3. Side yard landscape. The first fifty feet of side yard (beginning at the front property line) shall be landscaped unless otherwise approved by the planning department based upon the project's proximity to non-industrial uses and the reasonableness of the request. In the event the planning department approves a variation to the side yard landscape, fencing and/or other forms of screening, approved by the planning department, shall be required to shield neighboring properties from the industrial use on the property.

**PART II**

**PENALTY 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.

**SECTION 3 – Penalty.** Hereafter these amendments shall be construed as part of the Development Code of American Fork City, Utah, to the same effect as if originally a part thereof, and all provisions of said Code shall be applicable thereto, including, but not limited to, the enforcement, violation and penalty provisions.

**SECTION 4 – Effective Date.** This Ordinance shall take effect upon its passage and publication as required by law.

**PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF AMERICAN FORK CITY, UTAH, THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2024.**

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

ATTEST:

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

Attachment: Ordinance - Landscaping CTA - Design Standards (Section 17.5.121 - Design Standards - CTA)



**REQUEST FOR COUNCIL ACTION  
CITY OF AMERICAN FORK  
MARCH 26, 2024**

Department Planning Director Approval Patrick O'Brien

**AGENDA ITEM** Review and action on a proposed Code Text Amendment, known as “R” Definitions, of the American Fork City Municipal Code. Amending Section 17.12.218, the Code Text Amendment plans to provide a new definition for retail and service commercial structures.

**SUMMARY RECOMMENDATION** Staff recommends approval of the amendments to Section 17.12.218 of the American Fork City Code entitled “R” Definitions. This item was recommended for approval at the 03.20.2024 Planning Commission meeting.

**BACKGROUND** Staff has initiated a Code Text Amendment to amend Section 17.12.218, known as “R” Definitions, of the American Fork City Municipal Code. The proposed amendment looks to make a new definition for retail and service commercial structures. Rather than having most of the building reserved for warehousing, staff is proposing to have more than 80 percent reserved for retail and service commercial uses and 20 percent used for storage.

**BUDGET IMPACT** N/A

**SUGGESTED MOTION** I move to adopt the ordinance amending Section 17.12.218 of the American Fork City Code entitled “R” Definitions.

**SUPPORTING DOCUMENTS**

17.12.218 R Definitions - CTA (DOCX)

CTA - Section 17.12.218 - R Definitions\_UNAPPROVED PC MINUTES 03.20.2024  
(DOCX)

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

**AN ORDINANCE AMENDING SECTION 17.12.218 OF THE AMERICAN FORK CITY, UTAH, MUNICIPAL CODE RELATING TO “R” DEFINITIONS.**

WHEREAS, the 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;

WHEREAS, City Council desires to amend the language for “R” definitions of the American Fork City Municipal Code;

WHEREAS, the proposed amendment is in the best interest and general welfare of the residents of American Fork;

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

**PART I**

**TEXT OF ORDINANCE**

**SECTION 1.** Section 17.12.218 of the American Fork City Municipal Code is hereby amended to read as follows:

**Section 17.12.218 “R” Definitions**

B. Permitted and conditional uses. The following buildings, structures and uses of land shall be permitted upon compliance with the requirements set forth in this code:

- A. Recreation vehicle. A vehicle used or maintained primarily as a temporary dwelling for travel, vacation, or recreation purposes; having a width of not more than eight feet and a length of not more than forty feet, and which can be driven or pulled upon the highways without a special permit.
- B. Recreation or vacation vehicle court. An area or tract of land used to accommodate two or more vacation vehicles or camper units for a short period of time (less than thirty days).
- C. Required yard. The yard resulting from the application of the minimum setback requirements within the zone.
- D. Residential accessory structure. A building or other structure which is incidental to and which is constructed on the same zoning lot as the dwelling for the exclusive use of the residents of such dwelling, including, but not limited to, a detached garage or carport for not more than three automobiles, swimming pools, pergolas, tennis courts, and private green houses.
- E. Residential health care facility. A dwelling occupied on a twenty-four-hour a day basis by two or more unrelated elderly persons in a family-type arrangement under the supervision of a house family or manager and operated and maintained for the purpose of providing assistance with "activities of daily living" and social care to said elderly persons. To

qualify, the structure shall be approved as a limited capacity facility or assisted living — level I (small facility), as authorized pursuant to Section 26-21-2(5) Utah Code Annotated, 1953, as amended, and further defined by rules adopted by the Utah Department Health, or its successor agency.

F. Residential facility for elderly persons. A dwelling occupied by elderly persons in a family type arrangement, that conforms to the minimum standards of Section 17.6.108.A. of this code. This definition shall not be construed to include a health care facility as defined under UCA 26-21-2.

G. Rest home. A dwelling for the care and keeping of elderly or infirm people affected with infirmities or chronic illness. To qualify said dwelling unit must be approved to operate by the state division of social services or other state agency.

~~H. Retail and service commercial warehouse. A building containing a combination of retail or service commercial and warehouse space wherein the warehouse portion: (1) occupies more than fifty percent of the of the total floor area of the building, or any unit within the building, and (2) is used for storage and/or display of materials used in the business or is otherwise used in the conduct of the business activity of the retail or service commercial portion.~~

H. Retail and service commercial. A building containing a combination of retail or service commercial wherein the retail or service commercial portion: (1) occupies more than eighty percent of the total floor area of the building, or any unit within the building, and (2) is used for the display of materials used in the business or is otherwise used in the conduct of the business activity of the retail or service commercial portion.

## PART II

### PENALTY 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.

**SECTION 3 – Penalty.** Hereafter these amendments shall be construed as part of the Development Code of American Fork City, Utah, to the same effect as if originally a part thereof, and all provisions of said Code shall be applicable thereto, including, but not limited to, the enforcement, violation and penalty provisions.

**SECTION 4 – Effective Date.** This Ordinance shall take effect upon its passage and publication as required by law.

**PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF AMERICAN FORK CITY, UTAH, THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2024.**

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

ATTEST:

City Recorder

**d. Public hearing, review, and recommendation on a proposed Code Text Amendment, known as “R” Definitions, of the American Fork City Municipal Code. Amending Section 17.12.218, the Code Text Amendment plans to provide a new definition for retail and service commercial structures.**

Patrick O’Brien reviewed the background information for Public Hearing letter c: Staff has initiated a Code Text Amendment to amend Section 17.12.218, known as “R” Definitions, of the American Fork City Municipal Code. The proposed amendment looks to make a new definition for retail and service commercial structures. Rather than having most of the building reserved for warehousing, staff is proposing to have more than 80 percent reserved for retail and service commercial uses and 20 percent used for storage.

Chris Christiansen: This is what Patrick was talking about earlier. Any questions for staff?

David Bird: Let me ask real quickly, 80 percent for the retail aspect of it, 20 percent for storage, how are you going to determine that? Are you going to get a tape measure and measure this off?

Patrick O’Brien: No, we don’t need to do that, because when we get a set of plans in for the site plan. It will show the floor plan and we will be able to determine that just off of the square footage of the uses once we get it. This won’t impact uses that exist there right now for any that would not be in conformity with that, but as we look at the future build out of those places, we are trying to guide the end use to meet the intent of what that zone is for.

David Bird: So, this is sort of moving forward?

Patrick O’Brien: Yeah, new development.

David Bird: New development in their initial approval?

Patrick O’Brien: Yeah, new development, or re-development.

**Public Hearing Opened**

No Comments

**Public Hearing Closed**

Chris Christiansen: Any other discussion amongst the commissioners.

**David Bird Moved to recommend approval for the proposed Code Text Amendment, amending Section 17.12.218, titled “R” Definitions, relating to a new definition for retail and service commercial structures and providing an effective date for the ordinance.**

**Harold Dudley seconded the motion.**

**Voting was as follows:**

<b>Chris Christiansen</b>	<b>AYE</b>
<b>Rodney Martin</b>	<b>AYE</b>
<b>Bruce Frandsen</b>	<b>AYE</b>
<b>David Bird</b>	<b>AYE</b>
<b>Harold Dudley</b>	<b>AYE</b>

**The motion passed**



**REQUEST FOR COUNCIL ACTION  
CITY OF AMERICAN FORK  
MARCH 26, 2024**

Department Planning Director Approval Patrick O'Brien

**AGENDA ITEM** Review and approval on an ordinance amending Section 17.7.601(B), relating to allowed uses in planned commercial developments.

**SUMMARY RECOMMENDATION** Staff recommends approval of the amendments to Section 17.7.601(B), relating to allowed uses in planned commercial developments, with the removal of two uses. This item was recommended for approval at the 03.20.2024 Planning Commission meeting with the removal of one of the uses, but with the language related to another recommended to remain in the ordinance.

**BACKGROUND** Staff has initiated a Code Text Amendment to amend Section 17.7.601 (B) of the American Fork City Municipal Code. The proposed amendment looks to remove language associated with retail and service commercial warehouse structures and car washes. Staff is recommending the removal of two uses, with planning commission only recommending the removal of one.

**BUDGET IMPACT** N/A

**SUGGESTED MOTION** I move to adopt the ordinance amending Section 17.7.601(B) of the American Fork City Code relating to allowed uses in planned commercial developments.

**SUPPORTING DOCUMENTS**

17.7.601(B) CTA (DOCX)  
CTA - Section 17.7.601(B) Uses in Planned Commercial\_UNAPPROVED PC MINUTES  
03.20.2024 (DOCX)

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

**AN ORDINANCE AMENDING SECTION 17.7.601(B) OF THE AMERICAN FORK CITY, UTAH, MUNICIPAL CODE RELATING TO ALLOWED USES IN PLANNED COMMERCIAL DEVELOPMENTS.**

WHEREAS, the 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;

WHEREAS, City Council desires to amend the requirements for allowed uses in planned commercial developments;

WHEREAS, the proposed amendment is in the best interest and general welfare of the residents of American Fork;

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

**PART I**

**TEXT OF ORDINANCE**

**SECTION 1.** Section 17.7.601(B) of the American Fork City Municipal Code is hereby amended to read as follows:

**Sec 17.7.601 Planned Commercial Development Projects**

- B. Allowed uses. Each planned commercial development project may include one or a combination of the following:
1. General retail stores and shops providing goods and services for sale to the public in the customary manner. Also manufacturing and processing activities which are an integral part of and incidental to a permitted retail establishment. Provided, however, that the following activities shall be specifically excluded.
    - a) Sexually oriented businesses.
    - b) Body art establishments.
  2. Office buildings, but not including office/warehouse structures.
  3. Sales establishments for automobile, light truck, boat and recreation vehicle, with or without outside display lots, but not including the display or sale of construction and earth moving and processing equipment. Also, appurtenant structures utilized for servicing or repair of the products sold, when included as an integral part of the sales activity.
  4. Retail and service commercial ~~warehouse~~ structures, but not including office/warehouse structures.
  5. Hotels and motels.
  6. Eating establishments including food drive-ins.

7. Laundries and dry cleaning establishments - self-help and commercial.
8. Motor fuel dispensing stations (gas stations)- retail only.
9. Movie theaters, bowling alleys, recreation centers, health/fitness establishments, dance studios and buildings occupied by uses determined by the city council to be similar to uses specifically allowed in the zone and which will harmonize with the intent of the GC-2 general commercial zone.
10. Free-standing project identification signs, in accordance with the applicable provisions of Section 17.5.128.
11. Accessory signs in accordance with the applicable provisions of Section 17.5.128.
12. Ancillary commercial structures when so provided for on the site plan and/or when approved in accordance with the provisions of Section 17.6.105.
13. Pre-schools and day care nurseries, subject to approval of a site plan.
14. Low power radio service antenna facilities, subject to the provisions of Section 17.6.112 of this code.
15. Specialty schools, subject to the approval of a site plan in accordance with the provisions of Section 17.6.101.
16. Check cashing and similar businesses subject to the provisions of Section 17.6.114 of this code and Chapter 5.30 of the city code.
- ~~17. Automatic Car Wash.~~
- ~~18.~~ 17. Medical office or clinic.

## PART II

### PENALTY 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.

**SECTION 3 – Penalty.** Hereafter these amendments shall be construed as part of the Development Code of American Fork City, Utah, to the same effect as if originally a part thereof, and all provisions of said Code shall be applicable thereto, including, but not limited to, the enforcement, violation and penalty provisions.

**SECTION 4 – Effective Date.** This Ordinance shall take effect upon its passage and publication as required by law.

**PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF AMERICAN FORK CITY, UTAH, THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2024.**

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Bradley J. Frost, Mayor

ATTEST:

City Recorder

## ACTION ITEMS

**a. Review and recommendation on an ordinance amending Section 17.7.601(B), relating to allowed uses in planned commercial developments.**

Patrick O'Brien reviewed the background information for Action Item letter a: Staff has initiated a Code Text Amendment to amend Section 17.7.601 (B) of the American Fork City Municipal Code. The proposed amendment looks to remove language associated with retail and service commercial warehouse structures and car washes.

Patrick O'Brien: The potential reasonings for why we're looking at amending certain permitted uses, we can provide them in other areas of the city and ease congestion on main throughfares. If you want to continue your discussion or if you have any points that were brought up at the last meeting, I'd be happy to provide further staff perspective.

Chris Christiansen: Any additional comments? We were limited on commissioners at that discussion the last time, we are still limited on that as well.

Patrick O'Brien: I think reading the minutes, it looked like there was a stronger consensus towards making a recommendation of approval for making the change of the office warehouse, and moving forward with that but making a recommendation to city council of not approving the car wash use?

Rodney Martin: Well, yeah not approving the exclusion of car washes.

Patrick O'Brien: Okay, sorry.

Rodney Martin: I still don't have a problem with car washes in the GC-2.

David Bird: Nor do I.

Chris Christiansen: Okay.

Bruce Frandsen: I don't either.

Rodney Martin: I'm happy to hear any arguments to the contrary.

Chris Christiansen: So, this should address two of these and combine them into one motion.

Patrick O'Brien: Yeah, so you could make a recommendation to approve the warehouse removal, and voice your concerns about the removal of the car washes, or to remove that. Whichever you see fit.

Bruce Frandsen: So, let me be clear on this. The current code says they can have warehouses, and they can have car washes, correct?

Patrick O'Brien: Correct.

Bruce Frandsen: The recommendation from staff is, they can do everything else, but no warehouses and no car washes?

Patrick O'Brien: And the recommendation from planning commission could be recommending it to Council with the warehouse element removed, but the car wash remaining.

Bruce Frandsen: I have no problem with car washes, and i am having a hard time with a warehouse. I don't know, the concern about a warehouse is what?

Patrick O'Brien: So, our general commercial is what we have along 500 East. It's meant to have that retail commercial frontage, rather than a tilt up warehouse building like is more traditional in our planned industrial zone. We will still allow for it in parts of the city, we are also outlining that we do allow for the use of warehousing as a supportive mechanism for that retail commercial, but having it souly be a warehouse with maybe 1000 square foot of office space at the front, but 80,000 square foot of warehouse at the back, changes the dynamic, and goes against the intent of what that zone is intended for.

Bruce Frandsen: I just remember looking at the map, and I didn't see any massive 100-acre chunks where we would be throwing (warehouses). I can see from the map that we have smaller parcels, where a warehouse may be, you know, 3000 square feet. I don't see any 80,000 square foot tilt ups going in any of these zones.

Patrick O'Brien: We do have one, it's the new Pando building. It's not in the GC-2, but it's essentially adjacent to it in the PC zone. It allows for it, but it's not the greatest type of thing. It doesn't generate the traffic that you really want it to have from a commercial standpoint, or as service commercial I should say, to support the residential high density that it has around it. I think that's where the adjacent zones interact with what we are trying to do of saying general commercial is intended to have service commercial and retail elements that support the residential. Warehousing... Nothing wrong with it, it's just a more specific use and a little bit more industrial, and we do have those spaces dedicated to that. It has less demand for traffic, so it doesn't matter if it's right on a I-15 Intersection. It does for some of these major tenants that are trying to come in with some of that commercial or retail uses.

Rodney Martin: From what I have seen over on 5<sup>th</sup> East at the freeway interchange there, that looks like the biggest area, down along 5<sup>th</sup> East and then down to the interchange.

Patrick O'Brien: Yeah, we've got a couple pockets of it along State Street, but overall, we are trying to capture that passive consumerism or that passive retail element as you go to work in the morning, or as your coming home in the evening, as people are traveling along that main interstate corridor, if they come off to utilize those functions.

Rodney Martin: Yeah, I don't see a problem with sort of protecting that interchange there at 5<sup>th</sup> East, in the GC-2 zone there. But like you said Bruce, some of these other little pockets, I just don't see how a huge building would make a difference. If we have to adopt something that's going to cover the GC-2 as a whole, storage warehouse, I don't have a problem excluding. Car

washes, being a retail type thing, you know consumers want it, I would just pull that from the change.

David Bird: Yeah, I see it the same way. I see car washes as more of a commercial nature, and warehouses are more industrial.

Patrick O'Brien: We also have to consider, when we are looking at what we do have, you also look at the zoning map and a lot of un-annexed land in the city, or a lot of land that could potentially expand into that GC-2, that may be under a different zone right now as well. Also, you think there's a significant commercial center that we could have on the state development land, the GC-2 could be a huge use for that. That is in our annexation boundary, so we're looking at a much larger picture. Not just what we have right now, but what we can have as a city, and how we can protect those uses and stop that very easy one coming in, where a tilt up is a lot easier, instead of building something that integrates into the community.

Bruce Frandsen: I appreciate the comments over this. You have swayed me, shall I say. I think that makes sense.

David Bird: Put that in the minutes.

Bruce Frandsen: Strike that from the minutes.

Chris Christiansen: So, the way I understand this is we can have provisions for warehouses in other zones. The car washes however, if it's excluded here, it's excluded across all zones, I don't think it's allowed in any other zone.

Patrick O'Brien: We do permit it in our shopping center zone, and we can also look at including it in other zones. That is the reason we are looking at pulling it out. That main corridor at 5<sup>th</sup> east, it's heavy traffic, and a lot of the places that we see car washes going in are on those corner lots. They generally do spill out around onto those main thoroughfares. You think of some of the tenants in adjacent cities, as well as in our own city where that stuff goes out to State Street, and it impacts the movement of traffic because they're popular. They're great. I have memberships to one of these. But they can't accommodate all of their clients in their cue lanes, at their peak demands. It impacts a lot of different elements. So having them somewhere that's not as critical in terms of a retail or commercial, or just that major corridor for us to get EMS in and out. If there's accidents in other parts of our community. We're trying to think way outside the envelope of just a single parcel of land, and it's hard. Ideally, we still want them to have that frontage, but corner lots are always the problem. You end up with dual frontage, it's challenging. Also, I understand it does fit that use.

David Bird: I don't know if they can get anymore backed up than In N Out Burger, or Chick-fil-A, they have some pretty long lines.

Patrick O'Brien: Every single one of them queue on their site though.

Rodney Martin: Right, and we could change code or verbiage or something like that, to require carwashes to have a certain amount of feet length in their driveways and stuff like that. I think

that's something that we should address if you want to talk specifically about car washes. So, I don't think that's here nor there.

Chris Christiansen: There are already some of those requirements with UDOT. The one that sticks out to me is Dell Taco right over on 900 West. I remember talking about that when they were looking to put Apollo Burger in. I don't know how that passed back when it did, but that entrance at Dell Taco would never happen today, right. So there are already some things there to help alleviate some of that, but this is not UDOT right?

Patrick O'Brien: It's American Fork.

Chris Christiansen: But State Street is, so...

Patrick O'Brien: Sorry, parts of 5<sup>th</sup> East are in American Fork, and parts are UDOT.

Chris Christiansen: So, Between State and the freeway...

Patrick O'Brien: South of some of the freeway is UDOT as well, so I guess we do have mechanisms to control that.

Chris Christiansen: A little bit, yeah. But car washes on a road where you have a lot of traffic makes a lot of sense to me. I don't want to go out of my way to go find a car wash.

Patrick O'Brien: And directly on the warehouse use, there is another code amendment in the public hearing section, related to the percentage of a warehouse you can have. Because if you have a grocery store come in, perfect retail use, they'll have a warehouse element for their storage of goods. So, we're not against the warehouse, it's just as your primary use, warehouse is not conducive to passive consumerism.

Chris Christiansen: Okay, any more discussion from the Commission? Okay, we can entertain a motion.

**Rodney Martin moved to recommend approval for the proposed code text amendment amending section 17 7601 B title planning commercial development projects relating to allow use of the planned commercial developments and providing effective date for the ordinance with the exclusion of carwashes in the verbiage.  
David Bird seconded the motion.**

**Voting was as follows:**

<b>Chris Christiansen</b>	<b>AYE</b>
<b>Rodney Martin</b>	<b>AYE</b>

**Bruce Frandsen**  
**David Bird**

**AYE**  
**AYE**

**The motion passed**