

AMERICAN FORK CITY COUNCIL  
OCTOBER 28, 2014  
NOTICE OF REGULAR SESSION & AGENDA

REGULAR SESSION

The American Fork City Council will meet in regular session on **Tuesday, October 28, 2014 in the American Fork City Hall, 31 North Church Street, commencing at 7:30 p.m.** The agenda shall be as follows:

1. Pledge of Allegiance; prayer by Police Chief Lance Call; roll call.
2. Presentation of Community Service Awards.
  - a. Cameron Creek
  - b. Geoff Dupaix
  - c. Nathan Hanamaikai
3. Twenty-minute public comment period – limited to two minutes per person.
4. City Administrator’s Report.
5. Council Reports concerning Committee Assignments.
6. 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 by the Mayor or a Councilmember and placed in the action items.)

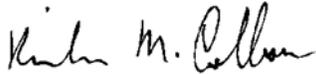
1. Approval of the October 14, 2014 City Council minutes.
2. Approval of the City bills for payment and purchase requests over \$25,000. – *Staff*
3. Approval regarding authorization to release the Improvements Durability Retainer for the Wimmer Subdivision at 400 North 300 West in the amount of \$1,602.00. – *Staff*
4. Approval regarding authorization to release the improvements Construction Guarantee for the James Court Inner-Block Cottage Subdivision at 150 West 200 North in the amount of \$49,604.75 and issuance of a Notice of Acceptance. – *Staff*

ACTION ITEMS

1. Review and action on appointments to the Library Board.
  - a. Jessica Awtrey
  - b. Sam Beeson
  - c. Jason Cootey
2. Review and action on appointments to the Planning Commission.
  - a. Leonard Hight
  - b. Christine Andersen (Alternate)
3. Review and action on the approval of the American Fork City Water Management and Conservation Plan update. – *Staff*
4. Review and action adopting a Cooperative Agreement with the Utah Department of Transportation (UDOT) for further study regarding the Main Street Vision Plan. – *Staff*
5. Review and action on the Agreement for the Boley II Annexation consisting of 79.40 acres at approximately 200 South 800 West. – *Melvin V. Frandsen*

6. Review and action on the Agreement for the Duncan Annexation consisting of 20.54 acres at approximately 570 West 700 South. – *Melvin V. & Mary C. Frandsen Family LLC*
7. Review and action on a Resolution approving a Land Use Map amendment for approximately 5.5 acres from the Very Low Density Residential to the Resort Designation at approximately 75 West 1500 South. (Part of Pulley Annexation) - *Staff*
8. Review and action on the Agreement for the Pulley Annexation Plat A consisting of 58.71 acres at approximately 1100 South Harbor Road. – *Mary Mel Land & Livestock LLC*
9. Review and action on a Resolution approving a Land Use Map amendment for 28.54 acres from the Design Industrial to the Very Low Density Residential Designation at approximately 1100 South 100 East. (Frandsen-Gray Annexation) – *Staff*
10. Review and action on the Agreement for the Frandsen-Gray Annexation consisting of 28.54 acres at approximately 1100 South 100 East. – *Mary Mel Land & Livestock LLC*
11. Adjournment.

Dated this 21 day of October, 2014



Richard M. Colborn  
City Recorder



**REQUEST FOR COUNCIL ACTION**  
**CITY OF AMERICAN FORK**  
**October 28, 2014**

Department Public Works

Director Approval 

**AGENDA ITEM** (Common Consent Agenda) - Consideration regarding authorization to release the Improvements Durability Retainer for the Wimmer Subdivision.

**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 for the Wimmer Subdivision. 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.

*Note: With passage of the Common Consent Agenda items the City Council will enact the motion and findings as noted in the "Suggested Motion" heading found above.*

**SUPPORTING DOCUMENTS** Authorization Form



**IMPROVEMENTS DURABILITY  
RETAINER  
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 Improvements Durability Retainer for the Wimmer Subdivision pursuant to the terms of Section 17.9.100 and 17.9.403 of the City Development Code. The City Council finds 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.

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

Amount Released: \$1,602.00

PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

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James H. Hadfield, Mayor

ATTEST:

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Richard M. Colborn, City Recorder



**REQUEST FOR COUNCIL ACTION**  
**CITY OF AMERICAN FORK**  
**October 28, 2014**

Department Public Works

Director Approval 

**AGENDA ITEM** (Common Consent Agenda) - Consideration regarding authorization to release the Improvements Construction Guarantee and issue a Notice of Acceptance for the James Court Inner-Block Cottage Subdivision.

**SUMMARY RECOMMENDATION** The City Engineer recommends that the Improvements Construction Guarantee (ICG) be released. The improvements were found in a condition meeting City standards and specifications and in conformance with the approved project construction plans.

**BACKGROUND** Pursuant to the terms of Sections 17.9.100 and 17.9.304 of the City Development Code, the City Council may authorize the release of the ICG and issue a "Notice of Acceptance" of the project improvements. Following the issuance of the Notice of Acceptance, the City accepts ownership of the project improvements. The project will then enter the one (1) year Durability Testing Period as specified in section 17.9.400 of the City Development Code.

In issuing a Notice of Acceptance, the City Council finds that:

- The condition of the improvements are found to be satisfactory.
- All liens have been released, all outstanding fees paid, costs of administration paid, and reimbursement payments to prior developers (if any) have been made.
- The project clean-up is found to be satisfactory.

The City may request a current title report or other such measures or reports as deemed appropriate by the City as a means of determining the existence of any unreported liens or other claims upon the project. All financial information (if any) provided by the developer is attached. The Council may request additional information as deemed necessary.

**BUDGET IMPACT** Following the release of the ICG, there is a one (1) year Durability Testing Period wherein twenty-five percent (25%) of the total ICG is held to ensure the durability of the constructed improvements.

**SUGGESTED MOTION** Move to accept the improvements and authorize the Mayor to execute the Notice of Acceptance for the James Court Inner-Block Cottage Subdivision.

Authorize the City Engineer to issue documents and/or payments to release the Improvement Construction Guarantee (ICG). Commence the Durability Testing Period by retaining twenty-five percent (25%) of the ICG. Find that the project improvements are in a condition meeting City ordinances, standards, and specifications and are in conformance with the approved project construction plans.

*Note: With passage of the Common Consent Agenda items, the City Council will enact the motion and findings as noted in the "Suggested Motion" heading found above.*

## **SUPPORTING DOCUMENTS**

1. "Notice of Acceptance"
2. "Notice of Completion and Request for Release" form submitted by the applicant/developer with accompanying proof of payment/lien releases for any contractors for the subdivision and/or project.

**CONTRACTOR'S FINAL AFFIDAVIT AND  
UNCONDITIONAL WAIVER AND RELEASE OF LIEN**

The undersigned, duly authorized to take acknowledgments and administer oaths, personally appeared SUNSET MOUNTAIN MACHINERY, LC ("Contractor"), who, after being first duly sworn, deposes and says that:

1. I am a licensed contractor in the State of Utah doing business as Sunset Mountain Machinery, LC located at 11038 North Highland Blvd. Ste. 100, Highland, UT 84003.
2. Contractor, pursuant to the Contract between Contractor and Owner, for certain construction related to the project known as James Court address of 150 W. 200 N. American Fork, UT ("Premises"), heretofore furnished, or caused to be furnished, labor, materials, and/or other service for the construction of certain improvements, as more particularly set forth in the Contract.
3. The Contractor confirms that it is not subject to any bankruptcy, creditor's reorganization or insolvency proceeding and none are pending, contemplated or threatened.
4. The Contractor represents that there are no claims whatsoever of any kind or description against fixtures or equipment located on the said premises. Also, there are no existing contracts for sale, options to purchase or unrecorded deeds or mortgages existing against said property.
5. The contractor represents that all work to be performed under the aforesaid Contract has been fully completed and that all subcontractors, material men, lienors, and potential lienor, who have furnished labor, materials, and/or other services have been paid in full pertaining to the labor, material, and/or other services provided in connection with the construction.
6. Contractor represents that he has authority to execute a full and final Release of Lien for and on behalf of the Contractor.
7. All payments including final have been paid by the Owner and received by the Contractor, the undersigned does hereby, for and in behalf of the Contractor, waive, release and relinquish the Contractor's right to any claim or demand or right to impose a lien or liens for work done or materials for services furnished or any other class of lien whatsoever, on any of the property which improvements have been completed in connection with the aforementioned Contract.

SUNSET MOUNTAIN MACHINERY, LC



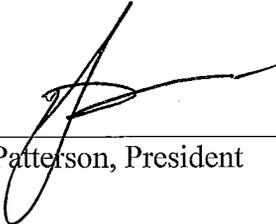
Scott L. Dunn, Manager

**CONTRACTOR'S FINAL AFFIDAVIT AND  
UNCONDITIONAL WAIVER AND RELEASE OF LIEN**

The undersigned, duly authorized to take acknowledgments and administer oaths, personally appeared PATTERSON CONSTRUCTION, INC ("Contractor"), who, after being first duly sworn, deposes and says that:

1. I am a licensed contractor in the State of Utah doing business as Patterson Construction Inc, located at 11038 North Highland Blvd. Ste. 100, Highland, UT 84003.
2. Contractor, pursuant to the Contract between Contractor and Owner, for certain construction related to the project known as James Court address of 150 W. 200 N. American Fork, UT ("Premises"), heretofore furnished, or caused to be furnished, labor, materials, and/or other service for the construction of certain improvements, as more particularly set forth in the Contract.
3. The Contractor confirms that it is not subject to any bankruptcy, creditor's reorganization or insolvency proceeding and none are pending, contemplated or threatened.
4. The Contractor represents that there are no claims whatsoever of any kind or description against fixtures or equipment located on the said premises. Also, there are no existing contracts for sale, options to purchase or unrecorded deeds or mortgages existing against said property.
5. The contractor represents that all work to be performed under the aforesaid Contract has been fully completed and that all subcontractors, material men, lienors, and potential lienor, who have furnished labor, materials, and/or other services have been paid in full pertaining to the labor, material, and/or other services provided in connection with the construction.
6. Contractor represents that he has authority to execute a full and final Release of Lien for and on behalf of the Contractor.
7. All payments including final have been paid by the Owner and received by the Contractor, the undersigned does hereby, for and in behalf of the Contractor, waive, release and relinquish the Contractor's right to any claim or demand or right to impose a lien or liens for work done or materials for services furnished or any other class of lien whatsoever, on any of the property which improvements have been completed in connection with the aforementioned Contract.

PATTERSON CONSTRUCTION INC.

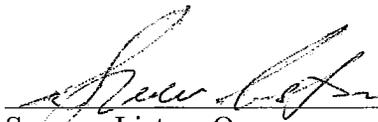
  
\_\_\_\_\_  
James K. Patterson, President

**CONTRACTOR'S FINAL AFFIDAVIT AND  
UNCONDITIONAL WAIVER AND RELEASE OF LIEN**

The undersigned, duly authorized to take acknowledgments and administer oaths, personally appeared LISTON EXCAVATION ("Contractor"), who, after being first duly sworn, deposes and says that:

1. I am a licensed contractor in the State of Utah doing business as LISTON EXCAVATION located at Payson, UT.
2. Contractor, pursuant to the Contract between Contractor and Owner, for certain construction related to the project known as James Court address of 150 W. 200 N. American Fork, UT ("Premises"), heretofore furnished, or caused to be furnished, labor, materials, and/or other service for the construction of certain improvements, as more particularly set forth in the Contract.
3. The Contractor confirms that it is not subject to any bankruptcy, creditor's reorganization or insolvency proceeding and none are pending, contemplated or threatened.
4. The Contractor represents that there are no claims whatsoever of any kind or description against fixtures or equipment located on the said premises. Also, there are no existing contracts for sale, options to purchase or unrecorded deeds or mortgages existing against said property.
5. The contractor represents that all work to be performed under the aforesaid Contract has been fully completed and that all subcontractors, material men, lienors, and potential lienor, who have furnished labor, materials, and/or other services have been paid in full pertaining to the labor, material, and/or other services provided in connection with the construction.
6. Contractor represents that he has authority to execute a full and final Release of Lien for and on behalf of the Contractor.
7. All payments including final have been paid by the Owner and received by the Contractor, the undersigned does hereby, for and in behalf of the Contractor, waive, release and relinquish the Contractor's right to any claim or demand or right to impose a lien or liens for work done or materials for services furnished or any other class of lien whatsoever, on any of the property which improvements have been completed in connection with the aforementioned Contract.

LISTON EXCAVATION

  
\_\_\_\_\_  
Spencer Liston, Owner



## NOTICE OF COMPLETION AND REQUEST FOR RELEASE

*Projects and/or subdivisions completed within the corporate limits of American Fork City*

Mayor James H. Hadfield  
51 East Main  
American Fork, UT 84003

Re: James Court Inner-Block Cottage Subdivision

Dear Mayor Hadfield,

As the project and/or subdivision construction has now been completed in full, I request that the Improvement Construction Guarantee be released in full up to one hundred percent (100%) of the initial construction costs. Following the release of the Improvement Construction Guarantee, I understand that the one (1) year Durability Testing Period will commence wherein twenty-five percent (25%) of the total Improvements Construction Guarantee is held to ensure the durability of the constructed improvements per City Ordinance Section 17.9.

I, Scott Dunn, the owner, developer, and authorized representative of James Court Inner-Block Cottage Subdivision, do hereby request the release of the Improvement Construction Guarantee for this project. I certify that all liens have been released, all outstanding fees, costs of administration, and reimbursement payments to prior developers (if any) have been made, and the project clean-up is complete.

Project: James Court Inner-Block Cottage Subdivision  
Address: 200 North 150 West  
Requested ICG Amount: \$49,604.75

Owner/Developer

Scott Dunn  
Authorized Rep

Date

10/13/2014



**NOTICE OF ACCEPTANCE  
AND  
IMPROVEMENTS CONSTRUCTION GUARANTEE  
RETAINER 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 Improvements Construction Guarantee for the James Court Inner-Block Cottage Subdivision pursuant to the terms of Sections 17.9.100 and 17.9.304 of the City Development Code. The City council accepts the improvements completed with the finding that said improvements are in a condition meeting City ordinances, standards, and specifications, are in conformance with the approved project construction plans, and all conditions for release as detailed in section 17.9.304 of the City Code have been satisfied.

The City Council hereby authorizes the City Engineer to issue a letter to the financial guarantee institution authorizing release of the Improvements Construction Guarantee, or to issue an authorized City check as appropriate for the type of guarantee provided. Upon issuance of this Notice of Acceptance, the Durability Testing Period shall commence as detailed in section 17.9.400 of the City Development Code. An amount totaling twenty-five percent (25%) of the Improvements Construction Guarantee funds will be held as the Durability Retainer pursuant to the City Performance Guarantee ordinance.

Amount Released: \$49,604.75

PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
James H. Hadfield, Mayor

ATTEST:

\_\_\_\_\_  
Richard M. Colborn, City Recorder



**REQUEST FOR COUNCIL ACTION**  
**CITY OF AMERICAN FORK**  
**October 28, 2014**

Department Library

Director Approval *Sheena Parker*

**AGENDA ITEM** Review and action on appointments to Citizen's Committee and Boards

**SUMMARY RECOMMENDATION** Library Director recommends approving the appointment of the following as members of the American Fork Library Board of Trustees.

1. Jessica Awtrey
2. Sam Beeson
3. Jason Cootey

**BACKGROUND** The Library Board of Trustees has recently lost one of its members who has moved from American Fork. The Board is also anticipating another vacancy in the near future. In order to fill these vacancies and maintain the required number of members on the Board, the present Board has interviewed the above candidates and would like to see them appointed to the Board.

**SUGGESTED MOTION** Move approval of the appointment of Jessica Awtrey, Sam Beeson and Jason Cootey to the American Fork Library Board of Trustees.

**SUPPORTING DOCUMENTS**

1. Resume from Jessica Awtrey
2. Resume from Sam Beeson
3. Resume from Jason Cootey

285 N Center St  
American Fork, UT 84003  
(801) 865-3034

October 2, 2014

Board of Trustees  
American Fork Library  
64 S 100 E  
American Fork, Utah 84003

Dear Board Members:

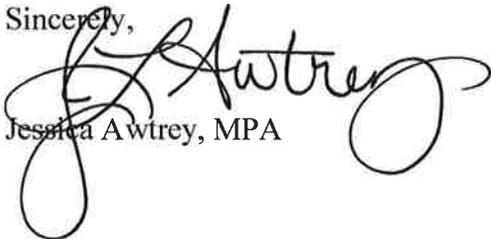
I am writing to express my interest in serving on the Board of Trustees for the American Fork Library. I currently reside in American Fork with my husband and five children. In my professional role I serve as the Assistant Dean for University College at Utah Valley University, where I have committed my career to empowering students in all aspects of their lives through teaching and learning. My professional experience and education lends itself to service in my community by being an advocate on the importance of information exchange, as well as the benefits that can be gleaned from self-education, both of which are best served by public libraries.

Public libraries play a vital role in our communities, and with the rise of the Internet and e-books it is becoming more important to argue their merits. Libraries are community-learning centers for individuals of all ages and go beyond simply a "checkout" source of materials. There are community classes, events, and book groups that encourage collaboration and a sense of community that is not inherent today. I have personally attended countless events hosted by our library and have witnessed the excitement of my children as they go to classes and reading groups. I am excited to pursue this new opportunity in which I can be a resource in helping our library fulfill its vital mission of serving our community and its residents.

Please find enclosed my resume. I respectfully request your consideration of my desire to serve. I look forward to working with the Board, local community members, leaders, and businesses to advocate for the important role the library plays in our community. I appreciate your time on the matter and look forward to hearing from you.

Sincerely,

Jessica Awtrey, MPA

A handwritten signature in black ink, appearing to read "Jessica Awtrey". The signature is fluid and cursive, with a large loop at the end.

**Jessica Awtrey**  
285 N. Center St. American Fork UT 84003  
801-865-3034 [jessica.awtrey@uvu.edu](mailto:jessica.awtrey@uvu.edu)

## **Profile**

My style is focused on being highly motivated and results-driven, with determination to succeed in any given environment. I seek opportunities to build upon core strengths and broaden my professional skill set, through continuing education and increasing responsibilities. Key strengths:

- ◆ **Leadership** - Mature approach in demanding situations and committed to completing tasks on time.
- ◆ **Team Orientation** - Personable and empathetic style of building relationships within and across teams.
- ◆ **Communication** - Active listening with two-way feedback to build strong relationships and mutual respect.
- ◆ **Self-management and motivation** - Effective time management and ability to complete projects according to broad guidelines.

## **Education**

### **University of Illinois – Springfield**

Masters of Science in Public Administration, Summa Cum Laude  
Human Resource & Diversity Management

### **Utah Valley University**

Bachelor of Science in Philosophy, Cum Laude  
Member of Phi Theta Kappa Honor Society

## **Professional Experience**

### **Utah Valley University – Orem, UT (August 2014 – Present)**

#### ***Assistant Dean, University College***

- ◆ Organize, plan, and coordinate programs for University College, working with numerous divisions and academic departments across the university as well as external partners
- ◆ Oversee all matters related to staff; promote avenues best suited to an effective working environment
- ◆ Assist leadership team in the development and coordination of strategic academic plans, program goals, and outcomes assessment
- ◆ Provide leadership in the area of public relations; responsibilities include all digital and print publicity, social media, and websites
- ◆ Lead and support student success initiatives including programming, scholarships, and awards
- ◆ Collaborate across divisions on university wide projects and initiatives geared at student retention and completion

### **Utah Valley University – Orem, UT (November 2010 – August 2014)**

#### ***Program Coordinator & Executive Assistant, Academic Affairs***

- ◆ Coordinate events including speaker and conference agendas, reception events, and hospitality services
- ◆ Supervise a team of three interns and staff workers, including hiring, training, and performance management
- ◆ Represent Academic Affairs office on university committees, organizing and implementing strategic initiatives at the staff level
- ◆ Knowledgeable in university policies and procedures
- ◆ Design and maintain website content, publicity, and promotional materials
- ◆ Create financial reports, including end of year budgeting processes and PBA
- ◆ Ability to evaluate, assess, and make informed decisions regarding divisions and programming
- ◆ Proficient with Microsoft Office, COMET, Omni, GroupWise, Outlook, Banner, and basic web programming

**Education:**

- BA English teaching: Brigham Young University. 1997
- MEd Educational Leadership: Brigham Young University. 2004
- Certified Writing Facilitator/Instructor: Utah Writing Project. Utah State University. 2005

**Teaching:**

- American Fork High School: English, Shakespeare, Creative Writing, Humanities, Forensics. 1997 – present
- Utah Valley State College: English 1010, English 2010. 2005-2008
- Utah Valley University: English 1010, English 2010, English 2020. 2009-present
- Grammar Sam: KSL Television's official Grammar Guy. *Studio 5*.
- Brigham Young University: Independent study instructor. Communications 051. 1997 – 2007

**Publications:**

- *Kissing Kringle*. Majestic Distribution. 2003
- *Santa's First Flight*. Covenant. 2007
- *The Unvalentine*. Shadowmountain. 2007
- *Laughing all the Way*. Covenant. 2008
- *White Lies: Let the Best Lie Detector Win*. Cedar Fort. 2009
- *Columnist*: American Fork Citizen.
- *A Rare Nativity*. Shadowmountain. 2015

**Awards / Recognitions:**

- *Adjunct professor of the year*. (runner-up). UVU. 2013
- *Author of the Week*. Shelley Elementary. January, 2007
- *Accent on Excellence Award: Excellence in Teaching*. Alpine School District. 2007
- *Excellence in Teaching Award*. AFHS graduating class of 2009. Sole recipient.
- *First Place Winner: Nation Public Radio's Limerick writing contest. Featured on Wait! Wait! Don't Tell Me!* 2006  
In Utah, there's one major theme  
That every Beehiver will dream.  
The theme, I submit,  
Is to comfortably sit  
At the top of a pyramid scheme.
- *Teacher of the Year*. American Fork High School. 1997 - 2001

**Family:**

- Married to the ultimate female in the flesh: Sarah (Worden) Beeson
- Five kids: E. B. C. J. A.
- One dog: Happy

Sam Beeson  
1027 N. Nob Hill  
American Fork, UT 84003  
September 26, 2014

American Fork Library  
Board of Trustees  
64 South 100 East  
American Fork, UT 84003

Re: Volunteer Library Board Member

Dear Mr. Shelton and Board Members:

My name is Sam Beeson. I am an English teacher at American Fork High School (18 years), a nine-year resident of American Fork City, and a lover of libraries. My father, Dick Beeson, was director of the Orem Public Library for 20 plus years, so I spent the majority of my youth amidst the stacks.

This letter is intended to voice my interest in volunteering as a library board member. I believe I can bring a practical, visionary perspective to the library and its function and potential as the literary hub of the city.

Much of my life involves people—mostly classrooms of amazing readers, struggling readers, resistant readers, and potential readers. Readers make good writers, and writing, record-keeping, and communication are some of my passions. I feel qualified to address these issues collaboratively.

Libraries should be gathering places. For discovery. For literacy. For culture and the arts and the community. I am happy to meet with you to answer further questions regarding qualifications to serve. Call or e-mail. Thanks!

Very Sincerely,



Sam Beeson Med  
[grammarsam@gmail.com](mailto:grammarsam@gmail.com)  
801.310.3947

# Jason Lawrence Cootey, M.S., ABD

## Curriculum Vitae

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491 North 450 West  
American Fork, UT 84003  
Cell: (801) 865-0414  
j.cootey@aggiemail.usu.edu

Utah State University  
Doctoral Candidate  
423 Ray B. West  
3200 Old Main Hill  
Logan, UT 84322

### Education

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- 2013 PhD, Theory and Practice of Professional Communication, Utah State University  
Logan, Utah (*NOV 25, 2013 Successfully defended dissertation. Expected Graduation.*)
- 2006 Master of Science, Literature and Writing, Utah State University, Logan, Utah
- 2001 Honors Bachelors of Arts, English Literature, University of Utah, Salt Lake City, Utah
- 2001 Bachelors of Arts, Psychology, University of Utah, Salt Lake City, Utah
- 2000 Shakespeare Summer Program, Cambridge University, Cambridge, England

### Academic Achievement

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- Salt Lake Community College Technical Writing Program 2013
- Utah Valley University Adjunct Faculty appointment 2011
- Project Director Technical Communication student development projects 2009 and 1010
- Facilitator on Engineering Video Course development grant 2009
- Graduate Student Stipend Enhancement Award 2009
- Research Assistant on the Interdisciplinary Media Research Consortium grant 2007-2008
- Student Athlete Instructor Award Spring 2006
- Research Assistant on the Creative Learning Environment grant 2006-2007
- The Marion D. and Maxine C. Hanks Foundation Grant 2004
- Utah State University Graduate Student Stipend for teaching

## Courses Taught

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### *ONLINE COURSES*

#### Utah State University Online Courses

- Graduate Instructor, English 1010, Introduction to Writing, 1 section Fall 2009
- Graduate Instructor, English 2010, Intermediate Writing, 1 section Spring 2008
- Graduate Instructor, English 1010, Introduction to Writing, 1 section Spring 2008

#### Stevens-Henager College Graphic Design Software Online Courses

- Adjunct Faculty, 2 sections Summer 2010

### *CAMPUS COURSES*

#### Salt Lake Community College, English 2100, Technical Writing

- Adjunct Faculty, 3 sections Spring 2014
- Adjunct Faculty, 2 sections Fall 2013

#### Utah Valley University, English 1010, Introduction to Writing

- Adjunct Faculty, 2 sections Fall 2011

#### Utah State University English 3080 Technical Writing for Non-English Majors

- Graduate Instructor, 2 sections Spring 2010
- Graduate Instructor, 1 section Fall 2009

#### Utah State University English 2010 Intermediate Writing

- Graduate Instructor, 2 sections Spring 2009
- Graduate Instructor, 2 sections Fall 2008
- Graduate Instructor, 1 section Fall 2007
- Graduate Instructor, 2 sections Spring 2007
- Graduate Instructor, 1 section Spring 2006
- Graduate Instructor, 2 sections Fall 2005

#### Utah State University English 1010 Introduction to Writing

- Graduate Instructor, 2 sections Fall 2006
- Graduate Instructor, 2 sections Spring 2005
- Graduate Instructor, 2 sections Fall 2004

## Workshops

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Spring 2006. Utah State University Learning Games Initiative. Neverwinter Nights Design Tool Orientation. Objective: lead students in research discussion, while also collaborating about design ideas.

Fall 2005. Utah State University Composition Program. Panel of second year student graduate instructors for incoming graduate instructors. Objective: familiarize new graduate instructors to teaching at the university level through interaction with second year peers.

## Publications

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*Revised Submission Requested* “Creating Community Narratives: Patterns that form Narratives in Community MMORGs” as a web article for *Kairos*.

*Revised Submission Requested* “From the Hive Mind: demonstrating the loss of the writer’s personal space.” Invited to revise by *Computers and Composition*.

“Usability Testing, User Goals, Engagement, and *Aristotle’s Assassins*.” *Usability of Complex Information Systems: Evaluation of User Interaction*. Chapter 15. Eds. Michael J. Albers and Brian Still. Boca Raton, FL: CRC press. 2011

“Playing in Genre Fields: A Play Theory Perspective on Genre.” SIGDOC proceedings. Co-authored with Ryan M. Moeller and David M. Christensen. 2007.

“‘The Peripatos could not have looked like that,’ and other educational outcomes from student game development,” *Games and Simulations*. Book chapter. Co-authored with Ryan M. Moeller and Ken S. McCallister. Eds. Brett E. Shelton and David A. Wiley. Rotterdam, The Netherlands: Sense Publishers. 2007.

“I’ve Looked Deep Into the Darkness.” *Nebula: Generalist* 3.4. November 2006.

“Culpability and Transgression in the Monomania of Ahab.” Abstract published in *Leviathon*.

“The Suppressed (or lifted) Version of Joseph Conrad’s Heart of Darkness.” *Myths of Self*, Special Edition, Utah State University, 2005.

“Walking off the Dover Cliff.” Journal of the Wooden “O” Symposium 2004. Editor in Chief Diana Major Spencer.

“Analysis of Interchange in *A Midsummer Night’s Dream*.” Proceedings National Conference on Undergraduate Research NCUR 2003. (Abbreviated version) Editor in Chief Robert D. Yearout.

“Analysis of Interchange in *A Midsummer Night’s Dream*,” Honors Senior Thesis 2001 University of Utah Marriott Library  
Advisor: Professor Morriss Partee

## Conferences

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*Submission*: “Innovative Software Documents and New Rhetorical Forms” Rocky Mountain Modern Language Association. Salt Lake City, UT. October 2014.

“User-generated Computer Game Manuals as a Force for Change on Professional Practice.” at the Rocky Mountain Modern Language Association. Salt Lake City, UT. October 2009.

“If This Isn't Real, Then What Is It? New Lexicon for Virtual Worlds and MMORPGs” at the Virtual World Best Practices in Education VWBPE Conference. Hosted in the *Second Life* MMORG world. March 2009

“Creating Community Narratives: Patterns that form Narratives in Community MMORGs” at the Southwest Popular Culture Association. Albuquerque, NM. February 2009.

“Classroom Interfaces, Access, and *Second Life*” at the Intermountain Graduate Conference. Utah State University. April 2008.

“I Know What You Didn't Do Last Summer: Using Educational Game Development to Motivate Students” at the Southwest Popular Culture Association. Albuquerque, NM. February 2008.

“Turning Operators into Machines. Teaching the Relationship between Humans and Technology” at the Popular Culture Association. Boston, MA. April 2007

“What Textbooks and Templates Don't Teach about Design Documentation” at the Southwest Popular Culture Association. Albuquerque, NM. February 2007.

“Multimodal Outcomes: Using Game Design to Meet WPA Goals for First-Year Composition” at the Two Year Colleague Association West Conference. Park City: October 2006

“Communication, Modality, and Interface in Online Video Games” at the Intermountain Graduate Conference. Utah State University: April 2006.

“Derrida Purloins Poe's Reader” at the Rocky Mountain Modern Language Association. Coeur d'Alene, ID: October 2005.

“Reminiscence: the Psychological Value of Natural Spaces After Wordsworth Leaves the Woods” at the Association for Studies in Literature and Environment. University of Oregon in July 2005.

“Culpability and Transgression in the Monomania of Ahab” at the American Literature Association in Boston, MA: May 2005.

## Research Experience

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### Primary Investigator—Interviewer—Software Developer Interviews

- Spring 2013 Seven Interview Sessions
- Planned 14 interview questions based on theoretical model
- Used the North American Genre Theory model of document assessment

### Research Assistant—facilitator—Engineering Video Course development

- Summer 2009 project grant
- Cooperation with English and Engineering
- Manage undergraduate filming and editing RAs
- Facilitate weekly progress with film and editing
- Develop production protocols
- Coordinate faculty schedules, course schedules, and film crew schedules

### Research Assistant—project manager—Interdisciplinary Media Research Consortium

- Spring 2007, Summer 2007, and Fall 2007 project grant
- Research assistant cooperation with English, Instructional Technology, and Graphic Design
- Manage undergraduate Graphic Design RAs
- Report weekly progress to the local IMRC
- Assign and follow up on tasks assigned to undergraduate RAs

### Research Assistant—project manager—Creative Learning Environment

- Spring 2006 semester project grant
- Research assistant cooperation with English and Instructional Technology
- Manage undergraduate RAs
- Report weekly progress to the national Learning Games Initiative
- Update the “Design Document” for the project software
- Organize design tasks for undergraduate RAs
- Research publication venues for research

### Research Assistant for Librarians at the University of Utah Marriott Library

- Train patrons on the usage of Library databases
- Create research solutions with patrons

### Research for Honors Senior Thesis

- Research work completed in both Marriott Library and Cambridge University Library
- Extensive class work in both Utah and England

### Research Assistant in Psychology Sense and Perception Lab

- Connect probes to skull for ERP experiments that test correlational relationship between cell phone usage behind the wheel and drunk driving
- Carefully observe ERP screens to insure experiment succeeds
- Research trials to test the efficiency of various interface formats for anesthesiology computer screens

## **Academic Committee Work**

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### Mentorship Committee for PhD English Students

- Chair and founder
- Community of advice and support
- Incoming student welcome get-togethers

### Reviewer for ITSE special issue.

- International Journal of Interactive Technology and Smart Education
- Recommended submissions for publication

### English Department Library Committee

- Represent English Department during library policy changes

### English Department Travel Committee

- Review English Department travel policy

### English Department University Studies/Breadth and Depth Humanities Committee

- Review General Education requirements for the Composition Program

### Student Association of Graduates of English (SAGE) Web Presence Committee

- Distribute assignments for informational updates
- Webmaster
- Design and update SAGE website

### Special Activities Committee

- Generating the Intermountain Graduate Conference in cooperation with Idaho State University
- Promotion of the 2005 and 2007 conferences
- Preparation for USU to host the Philological Conference next year

### Computer Action Committee

- Work with colleagues to clarify computer problems before reporting to the computer technicians
- Negotiate with technician staff for timely service
- Liaison of technician staff to office colleagues

### Pilot Assessment Program

- The assessment is an instrument for the Writing Program's accreditation
- Administer assessment prompt to English 1010 and 2010 students
- University reader for assessment papers turned in by students

## **Service to/in the Community**

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### Volunteer Employment Counselor

- American Fork, UT Employment Center Resume Assistance (2013)
- Sandy, UT Employment Center Resume Assistance (2012)
- Logan, UT Employment Center Resume Assistance (2011)

### Student Community Writing Projects Coordination and Guidance

- Disability Resource Center equipment/software technical descriptions (2010)
- Collaboration software instructions for campus computer services (2009)
- Healthcare Reform Brief for Utah Senators (2009)
- Instruction materials for PTA red-ribbon week (2009)
- Pamphlet for local Animal Shelter (2009)
- Simulation manual for local High School debate team (2009)
- PTA red-ribbon week service presentations with school children (2008)
- Graphical software file conversion instructions for grant project IMRC (2008)

### American West Heritage Center 2009

- Programming an Educational Simulation
- Design Documentation
- Promotional Assessment and Materials

### Utah State University Cycling Team (2006-2009)

- Homecoming Parade organization
- Fit 200 elementary school students with helmets at local school (2009)
- Team fundraising
- Collegiate racing in Colorado/Wyoming Circuit
- Recruitment

### Epilepsy Awareness for Utah State University Undergraduates (2004-2005)

- Surveys
- Awareness Lectures
- Preparing to generate informational pamphlets for University faculty

### Poetry Workshop at residential facility for at-risk youth (2005)

- Poetry presentation
- Lead exercises for poetry groups
- Judge Poetry talent show
- Poetry reading

### Board member of Epilepsy Association of Utah (2003-2004)

- Organize fund raisers
- Work out a budget and spending
- Public Education
- Run statewide support groups
- Patient education for families with new diagnosis of epilepsy

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American Fork, UT 84003  
801-362-3131  
[doc.jason@cootey.com](mailto:doc.jason@cootey.com)

American Fork Library  
American Fork City  
Desk:801-763-3070  
Fax: 801-763-3073  
64 South 100 East  
American Fork, UT

Heidi Rodeback and Library Board of Trustees:

I moved to American Fork from Utah State University, Logan, Utah in 2012. I finished my doctoral dissertation at the American Fork Library and completed my Ph.D. in English: Theory and Practice of Professional Communication this May 2014. I am looking for opportunities for community engagement and feel that my research experience at both the University and City level will be useful to the American Fork Library Board. There are three ways I can add value to the library board:

- **Meet the information needs of our citizens**  
I have experience working in cooperation with reference desk librarians at the University of Utah when I was a undergraduate reference assistant. I have had a role in the Utah State University library's Freshman Retention program "Common Experience"; I worked in partnership with librarians in the undergraduate courses I taught. In each case, my role met the needs of library patrons and the library community. In the case of Utah State University, my role also advocated the use of library resources among Freshman students.
- **Provide a rich environment to encourage reading in our children**  
I have paid sufficient late fees on children's books to finance the collection for a year. Joking aside, I look forward to understanding the needs of American Fork children. Admittedly, High School Seniors are the youngest I've served, now that I'm teaching at SLCC; they are a tough crowd to usher towards the library doors.
- **Improve the quality of life with recreational reading materials**  
I connect to this mission for two reasons: 1) I survive my city commute because of the library's collection of CD books and 2) I like the themed promotions in the atrium. Sometimes, I just want to grab a book similar to "that" movie I liked and I see these services as ways to help me connect Hollywood to library resources.

I would support programs that support education in American Fork, inspire the utility of the library in young minds, and help connect busy patrons to Hollywood-relevant resources. I want an opportunity to serve the community and the American Fork Library.

Thank you,

Jason Cootey, PhD





**REQUEST FOR COUNCIL ACTION**  
**CITY OF AMERICAN FORK**  
**October 28, 2014**

Department Public Works

Director Approval 

**AGENDA ITEM** Approval of the American Fork City Water Management and Conservation Plan update.

**SUMMARY RECOMMENDATION** Staff recommends approval of the City of American Fork's Water Management and Conservation Plan Update.

**BACKGROUND** The Utah Division of Water Resources (DWR) has been charged with the administration of the Utah Water Conservation Plan Act (73-10-32, UCA). This Act requires water conservancy districts and public water systems with more than 500 connections to submit Water Conservation Plans and update them every five years. The City of American Fork is required to comply with the Act. An update to the 2009 Water Management Conservation Plan is due by December 31, 2014. The Act requires the WMCP be approved and adopted by the City Council.

**BUDGET IMPACT** N/A.

**SUGGESTED MOTION** Move to approve and adopt the Water Management and Conservation Plan update.

**SUPPORTING DOCUMENTS**

1. Exhibit A: Water Management and Conservation Plan update.
2. Exhibit B: House Bill 71, Water Conservation Plans.
3. Exhibit C: Resolution No. 2012-10-27R, Culinary water and secondary irrigation water use fees.
4. Exhibit D: Resolution No. 2014-04-17R, Outdoor water restrictions and conservation measures
5. Exhibit E: Resolution No. 2012-12-31R, General schedule of the fees charged by the City for water, sanitary sewer, garbage collection, storm drainage, cemetery, recreation, building and other fees.

Description	Church	City Owned	Commercial	County	Farm	Industrial	Miscellaneous
Water Usage	10,011,000	0	230,105,583	502,000	2,933,000	347,000	79,000
M-PI Usage	420,000	0	452,000	0	0	0	0
Water Amount	32,028.50	.00	752,016.36	3,346.79	11,179.61	1,517.57	347.89
WAA Amount	2,106.00	.00	54,197.31	156.00	858.00	78.00	78.00
Sewer Amount	15,138.70	.00	471,036.89	.00	1,539.98	1,092.59	.00
Garb Amount	.00	.00	2,221.93	120.00	720.00	.00	.00
Extra Amount	.00	.00	317.70	159.60	79.80	.00	.00
Drain Amount	52,077.96	.00	297,237.17	.00	1,871.77	72.00	.00
Recyc Amount	64.80	.00	762.97	64.80	64.80	.00	.00
Irrig Amount	17,844.93	.00	122,883.53	.00	1,993.80	.00	.00
M-PI Amount	1,197.05	.00	1,419.77	.00	.00	.00	.00
Late Amount	47.29	.00	17,685.74	163.32	181.46	16.18	.00
Serve Amount	.00	.00	3.51	.00	.00	.00	.00
<b>Total Charges</b>	<b>120,505.23</b>	<b>.00</b>	<b>1,719,782.88</b>	<b>4,010.51</b>	<b>18,489.22</b>	<b>2,776.34</b>	<b>425.89</b>
Previous Balance	8,317.36	.00	113,763.29	719.70	912.25	127.86	24.57
Payments	120,893.76 -	.00	1,695,996.01 -	4,542.56 -	17,827.92 -	2,736.92 -	423.48 -
Deposit Applieds	.00	.00	3,226.52 -	.00	.00	.00	.00
Balance Transfers	.00	.00	.00	.00	.00	.00	.00
Balance Write-Offs	.00	.00	3,117.18 -	.00	.00	.00	.00
Deposit Interest	.00	.00	.00	.00	.00	.00	.00
<b>Total Charges</b>	<b>120,505.23</b>	<b>.00</b>	<b>1,719,782.88</b>	<b>4,010.51</b>	<b>18,489.22</b>	<b>2,776.34</b>	<b>425.89</b>
<b>Current Balance</b>	<b>7,928.83</b>	<b>.00</b>	<b>131,206.46</b>	<b>187.65</b>	<b>1,573.55</b>	<b>167.28</b>	<b>26.98</b>
Year-To-Date: 07/01/2012 to 12/31/2013							
Water Usage	15,100,000	0	349,287,583	752,000	4,176,000	447,000	129,000
M-PI Usage	858,000	0	666,000	0	0	0	0
Water Amount	48,796.10	.00	1,130,765.95	4,888.55	16,475.75	2,058.99	512.56
WAA Amount	3,159.00	.00	81,081.62	234.00	1,287.00	117.00	117.00
Sewer Amount	24,336.82	.00	696,200.49	.00	2,102.66	1,452.05	.00
Garb Amount	.00	.00	3,323.22	180.00	1,080.00	.00	.00
Extra Amount	.00	.00	515.91	239.40	119.70	.00	.00
Drain Amount	70,570.32	.00	433,835.32	.00	1,907.77	108.00	.00
Recyc Amount	97.20	.00	1,200.54	97.20	97.20	.00	.00
Irrig Amount	24,874.93	.00	173,465.68	.00	2,887.40	.00	.00
M-PI Amount	1,796.67	.00	1,739.39	.00	.00	.00	.00
Late Amount	86.85	.00	28,253.29	226.85	348.19	16.18	.00
Serve Amount	.00	.00	3.51	.00	.00	.00	.00
<b>Total Charges</b>	<b>173,717.89</b>	<b>.00</b>	<b>2,550,384.92</b>	<b>5,866.00</b>	<b>26,305.67</b>	<b>3,752.22</b>	<b>629.56</b>
Previous Balance	16,228.80	.00	223,994.62	657.52	4,813.48	127.86	72.67
Payments	181,979.05 -	.00	2,635,616.07 -	6,335.87 -	29,545.60 -	3,712.80 -	675.25 -
Deposit Applieds	.00	.00	4,439.83 -	.00	.00	.00	.00
Balance Transfers	.00	.00	.00	.00	.00	.00	.00
Balance Write-Offs	38.81 -	.00	3,117.18 -	.00	.00	.00	.00
Deposit Interest	.00	.00	.00	.00	.00	.00	.00
<b>Total Charges</b>	<b>173,717.89</b>	<b>.00</b>	<b>2,550,384.92</b>	<b>5,866.00</b>	<b>26,305.67</b>	<b>3,752.22</b>	<b>629.56</b>
<b>Current Balance</b>	<b>7,928.83</b>	<b>.00</b>	<b>131,206.46</b>	<b>187.65</b>	<b>1,573.55</b>	<b>167.28</b>	<b>26.98</b>



Description	None	Pressurized Irrigat	Residential	School	Sprinkler	Totals
Water Usage	0	62,278,000	685,933,279	39,321,833	35,173,000	1,066,683,695
M-PI Usage	0	0	3,417,831	0	0	4,289,831
Water Amount	.00	650.09	1,908,693.91	123,713.34	125,044.64	2,958,538.70
WAA Amount	.00	4,344.38	602,143.25	1,560.00	1,838.24	667,359.18
Sewer Amount	.00	1,793.34	3,929,915.48	58,886.90	.00	4,479,403.88
Garb Amount	.00	120.00	837,207.80	.00	.00	840,389.73
Extra Amount	.00	.00	116,553.76	.00	.00	117,110.86
Drain Amount	.00	5,721.40	526,555.61	31,437.48	.00	914,973.39
Recyc Amount	.00	324.00	232,198.58	.00	.00	233,479.95
Irrig Amount	.00	173,439.02	1,473,492.03	46,172.10	359.15	1,836,184.56
M-PI Amount	.00	167.54	9,690.26	.00	.00	12,474.62
Late Amount	.00	982.12	115,962.72	2,910.00	85.55	137,863.28
Serve Amount	.00	.00	1,256.97	.00	50.00	1,310.48
<b>Total Charges</b>	<b>.00</b>	<b>187,541.89</b>	<b>9,753,670.37</b>	<b>264,679.82</b>	<b>127,206.48</b>	<b>12,199,088.63</b>
Previous Balance	.00	6,287.90 -	853,591.28	11,394.49	2,709.98	985,272.88
Payments	.00	187,101.12 -	9,689,088.41 -	263,779.07 -	129,370.48 -	12,111,759.73 -
Deposit Applieds	.00	75.00 -	15,889.65 -	.00	.00	19,191.17 -
Balance Transfers	.00	.00	.00	.00	.00	.00
Balance Write-Offs	.00	.00	17,634.54 -	.00	.00	20,751.72 -
Deposit Interest	.00	.00	.00	.00	.00	.00
<b>Total Charges</b>	<b>.00</b>	<b>187,541.89</b>	<b>9,753,670.37</b>	<b>264,679.82</b>	<b>127,206.48</b>	<b>12,199,088.63</b>
<b>Current Balance</b>	<b>.00</b>	<b>5,922.13 -</b>	<b>884,649.05</b>	<b>12,295.24</b>	<b>545.98</b>	<b>1,032,658.89</b>
Year-To-Date: 07/01/2012 to 12/31/2013						
Water Usage	0	85,036,000	1,003,762,979	79,894,833	64,758,000	1,603,343,395
M-PI Usage	0	0	5,387,032	0	0	6,911,032
Water Amount	.00	965.49	2,845,172.66	117,670.02	214,774.55	4,382,080.62
WAA Amount	.00	6,470.09	899,444.34	2,327.00	2,767.74	997,004.79
Sewer Amount	.00	2,257.17	5,868,092.54	83,815.22	.00	6,678,256.95
Garb Amount	.00	180.00	1,249,076.19	.00	.00	1,253,839.41
Extra Amount	.00	.00	173,190.30	.00	.00	174,065.31
Drain Amount	.00	6,255.00	783,203.07	47,156.22	.00	1,343,035.70
Recyc Amount	.00	486.00	347,023.44	.00	.00	349,001.58
Irrig Amount	.00	220,074.82	2,157,418.58	60,885.53	522.98	2,640,129.92
M-PI Amount	.00	263.72	13,357.54	.00	.00	17,157.32
Late Amount	.00	1,524.58	183,915.48	2,912.57	215.10	217,499.09
Serve Amount	.00	.00	1,256.97	.00	50.00	1,310.48
<b>Total Charges</b>	<b>.00</b>	<b>238,476.87</b>	<b>14,521,151.11</b>	<b>314,766.56</b>	<b>218,330.37</b>	<b>18,053,381.17</b>
Previous Balance	.00	17,381.06	914,462.27	64,945.57	30,342.51	1,273,026.36
Payments	.00	261,705.06 -	14,511,756.48 -	367,416.89 -	248,126.90 -	18,246,869.97 -
Deposit Applieds	.00	75.00 -	21,573.31 -	.00	.00	26,088.14 -
Balance Transfers	.00	.00	.00	.00	.00	.00
Balance Write-Offs	.00	.00	17,634.54 -	.00	.00	20,790.53 -
Deposit Interest	.00	.00	.00	.00	.00	.00
<b>Total Charges</b>	<b>.00</b>	<b>238,476.87</b>	<b>14,521,151.11</b>	<b>314,766.56</b>	<b>218,330.37</b>	<b>18,053,381.17</b>
<b>Current Balance</b>	<b>.00</b>	<b>5,922.13 -</b>	<b>884,649.05</b>	<b>12,295.24</b>	<b>545.98</b>	<b>1,032,658.89</b>

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Description	None	Pressurized Irrigat	Residential	School	Sprinkler	Totals

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Rate Table	Title	Service	Number of Customers	Number of Units	Base / Minimum	Excess/Amount	Adjustments	Total/Amount	Usage
101	Water Residential	Water	6	6.0000	713.34	535.88	4.80 -	1,244.42	389,000
102	Culinary Water	Water	7,552	7,552.0000	1,419,835.50	594,358.75	103,827.76 -	1,910,366.49	603,593,755
103	Culinary Water - County	Water	24	24.0000	6,867.82	8,072.59	538.35 -	14,402.06	1,876,500
104	Water - No Overage	Water	1	1.0000	231.30	-	12.36 -	218.94	121,000
106	Water - County-3/4" or smaller	Water	3	3.0000	363.82	226.90	-	590.72	77,000
107	Water - Presbyterian Church	Water	1	1.0000	105.56	271.32	-	376.88	132,000
108	Seven C's	Water	4	79.0000	7,071.36	268.59	341.99 -	6,997.96	1,017,000
109	Culinary Water-3/4" and smaller	Water	394	398.0000	78,049.12	97,559.33	39,758.22 -	135,850.23	96,206,774
110	Culinary Water-1"	Water	144	144.0000	33,264.46	125,078.53	10,762.30 -	147,580.69	45,534,083
111	Culinary Water-1 1/2"	Water	145	145.0000	35,449.29	446,778.90	298,962.15 -	183,266.04	141,690,000
112	Culinary Water- 2"	Water	94	94.0000	26,454.48	234,942.86	31,130.52 -	230,266.82	72,930,000
113	Culinary Water- 3"	Water	4	4.0000	2,404.11	30,589.08	57.66 -	32,935.53	10,267,583
114	Culinary Water- 4"	Water	20	95.0000	15,095.88	359,447.42	87,793.00 -	286,750.30	90,730,000
116	Culinary Water- 8"	Water	1	1.0000	1,254.64	5,231.56	14.40 -	6,471.80	1,790,000
118	Culinary-Sr. Hardship	Water	9	9.0000	832.08	575.93	188.19 -	1,219.82	329,000
201	CUP Water/Assessments	WAA	8,319	9,188.0000	666,999.27	172.14	187.77	667,359.18	104
301	Sewer - Residential	Sewer	7,579	8,246.0000	3,274,610.48	716,098.16	3,588.59 -	3,987,120.05	514,065,473
311	Sewer - Commercial	Sewer	498	732.0000	269,232.57	169,036.02	7,487.20 -	430,781.39	120,514,547
321	Sewer - Industrial	Sewer	2	2.0000	853.20	1,762.34	-	2,615.54	1,258,874
331	Sewer - Schools	Sewer	10	10.0000	-	58,886.90	-	58,886.90	128,015
501	Garbage - Residential	Garb	7,192	7,502.0000	839,006.22	264.84	103.26 -	839,167.80	582
502	Garbage - Residential Cnty	Garb	30	32.0000	1,221.93	-	-	1,221.93	27
601	Extra Garbage	Extra	1,593	1,621.0000	114,657.08	2,419.41	218.33 -	116,858.16	2,781
602	Extra Garbage-Residential Cnty	Extra	10	10.0000	252.70	-	-	252.70	8
701	Drain Fee - Residential	Drain	7,767	8,279.0000	528,774.62	62.91	58.48	528,896.01	20,487,531
711	Drain Fee - Commercial	Drain	425	546.0000	27,282.29	358,131.12	663.97	386,077.38	210,068,017
901	Recycling	Recyc	3,786	3,875.0000	233,584.53	26.83	174.61 -	233,436.75	3,476
902	Recycling-Residential Cnty	Recyc	2	2.0000	43.20	-	-	43.20	2
1101	PI - Residential	Irrig	5,888	5,899.8600	1,139,873.88	497,024.34	814.09 -	1,636,084.13	814,770,716
1102	Pressurized Irrig-Shareholder	Irrig	333	336.4700	5,441.18	7,599.54	228.77 -	12,811.95	86,697,537
1103	Pressurized Irrigation-County	Irrig	3	3.0000	892.00	508.83	-	1,400.83	395,043
1104	PI - County Shareholder	Irrig	7	7.0000	64.31	-	-	64.31	2,388,400
1105	PI Aggricultural Shareholder	Irrig	15	15.0000	-	480.36	-	480.36	600
1106	PI - Commercial,Church,School	Irrig	131	131.0000	21,564.06	165,937.17	2,158.25 -	185,342.98	84,782,673
1201	Metered /Senior Pressurized Ir	M-PI	29	29.0000	3,171.21	1,955.27	519.94 -	4,606.54	2,130,831
1202	Metered Pressurized Irrigation	M-PI	18	18.0000	1,374.26	3,829.50	-	5,203.76	1,384,000
1901	Late Fee	Late	3,483	3,483.0000	-	149,449.37	11,586.09 -	137,863.28	-
2501	Disconnect Fee	Serve	29	29.0000	-	581.00	707.00	1,288.00	5
2503	Tenant/Landlord Statement	Serve	12	12.0000	22.08	.40	-	22.48	10
Grand Totals:			55,563	58,564.3300	8,756,913.83	4,038,164.09	598,653.61 -	12,196,424.31	2,925,762,947

Description	Church	City Owned	Commercial	County	Farm	Industrial	Miscellaneous
Water Usage	10,264,000	0	226,531,396	484,000	2,930,000	215,000	81,000
M-PI Usage	619,000	0	304,000	0	0	0	0
Water Amount	33,106.62	.00	724,707.27	2,403.08	11,838.92	831.24	300.84
WAA Amount	2,106.00	.00	53,414.79	156.00	860.84	78.00	78.00
Sewer Amount	18,890.72	.00	445,046.25	.00	1,111.36	670.20	.00
Garb Amount	.00	.00	2,042.01	120.00	720.00	.00	.00
Extra Amount	.00	.00	361.11	159.60	79.80	.00	.00
Drain Amount	33,192.54	.00	271,803.55	.00	72.00	72.00	.00
Recyc Amount	64.80	.00	840.25	64.80	64.80	.00	.00
Irrig Amount	24,243.80	.00	99,206.36	.00	1,768.99	.00	.00
M-PI Amount	849.87	.00	492.37	.00	.00	.00	.00
Late Amount	87.54	.00	14,919.13	73.88	236.17	.00	.00
Serve Amount	.00	.00	.00	.00	.00	.00	.00
<b>Total Charges</b>	<b>112,541.89</b>	<b>.00</b>	<b>1,612,833.09</b>	<b>2,977.36</b>	<b>16,752.88</b>	<b>1,651.44</b>	<b>378.84</b>
Previous Balance	7,716.25	.00	88,914.95	1,200.82	709.17	62.05	20.50
Payments	111,901.97 -	.00	1,585,646.77 -	3,458.48 -	16,549.80 -	1,585.63 -	374.77 -
Deposit Applieds	.00	.00	2,337.98 -	.00	.00	.00	.00
Balance Transfers	.00	.00	.00	.00	.00	.00	.00
Balance Write-Offs	38.81 -	.00	.00	.00	.00	.00	.00
Deposit Interest	.00	.00	.00	.00	.00	.00	.00
<b>Total Charges</b>	<b>112,541.89</b>	<b>.00</b>	<b>1,612,833.09</b>	<b>2,977.36</b>	<b>16,752.88</b>	<b>1,651.44</b>	<b>378.84</b>
<b>Current Balance</b>	<b>8,317.36</b>	<b>.00</b>	<b>113,763.29</b>	<b>719.70</b>	<b>912.25</b>	<b>127.86</b>	<b>24.57</b>

Year-To-Date: 07/01/2011 to 12/31/2012

Water Usage	14,946,000	0	42,079,989	978,000	4,261,000	486,000	129,000
M-PI Usage	990,000	0	623,000	0	0	0	0
Water Amount	47,593.57	.00	101,719.58	5,449.81	17,049.29	1,673.65	413.84
WAA Amount	3,179.13	.00	80,276.57	243.85	1,328.84	117.00	117.00
Sewer Amount	29,687.57	.00	665,102.62	.00	1,632.04	883.50	.00
Garb Amount	30.97	.00	2,867.01	195.16	1,080.00	.00	.00
Extra Amount	20.59	.00	560.61	239.40	119.70	.00	.00
Drain Amount	47,911.30	.00	401,870.91	.00	108.00	108.00	.00
Recyc Amount	97.20	.00	1,220.58	97.20	97.20	.00	.00
Irrig Amount	41,191.68	.00	153,126.01	.00	2,635.39	.00	.00
M-PI Amount	1,337.62	.00	915.12	.00	.00	.00	.00
Late Amount	150.99	.00	24,983.97	458.87	290.20	.00	.00
Serve Amount	.00	.00	.00	.00	.00	.00	.00
<b>Total Charges</b>	<b>171,200.62</b>	<b>.00</b>	<b>1,432,642.98</b>	<b>6,684.29</b>	<b>24,340.66</b>	<b>2,782.15</b>	<b>530.84</b>
Previous Balance	13,253.38	.00	1,183,286.28	1,361.68	3,496.79	559.60	72.12
Payments	176,097.83 -	.00	2,498,185.07 -	7,326.27 -	26,925.20 -	3,213.89 -	578.39 -
Deposit Applieds	.00	.00	2,808.49 -	.00	.00	.00	.00
Balance Transfers	.00	.00	.00	.00	.00	.00	.00
Balance Write-Offs	38.81 -	.00	1,172.41 -	.00	.00	.00	.00
Deposit Interest	.00	.00	.00	.00	.00	.00	.00
<b>Total Charges</b>	<b>171,200.62</b>	<b>.00</b>	<b>1,432,642.98</b>	<b>6,684.29</b>	<b>24,340.66</b>	<b>2,782.15</b>	<b>530.84</b>
<b>Current Balance</b>	<b>8,317.36</b>	<b>.00</b>	<b>113,763.29</b>	<b>719.70</b>	<b>912.25</b>	<b>127.86</b>	<b>24.57</b>



Description	None	Pressurized Irrigat	Residential	School	Sprinkler	Totals
Water Usage	0	595,159,000	598,624,713	63,667,000	39,765,000	1,537,721,109
M-PI Usage	0	40,000	3,096,649	0	0	4,059,649
Water Amount	.00	179.09	1,816,302.63	63,455.91	122,504.98	2,775,630.58
WAA Amount	.00	4,238.21	592,459.79	1,547.00	1,566.50	656,505.13
Sewer Amount	.00	892.67	3,844,583.67	48,244.22	.00	4,359,439.09
Garb Amount	.00	120.00	817,208.59	.00	.00	820,210.60
Extra Amount	.00	.00	112,146.51	.00	.00	112,747.02
Drain Amount	.00	605.60	511,242.87	31,437.48	.00	848,426.04
Recyc Amount	.00	324.00	229,058.21	.00	.00	230,416.86
Irrig Amount	.00	128,556.40	1,294,207.79	35,008.87	723.54	1,583,715.75
M-PI Amount	.00	182.21	6,138.38	.00	.00	7,662.83
Late Amount	.00	827.09	107,532.45	17.93 -	300.65	123,958.98
Serve Amount	.00	.00	160.00 -	.00	.00	160.00 -
<b>Total Charges</b>	<b>.00</b>	<b>135,925.27</b>	<b>9,330,720.89</b>	<b>179,675.55</b>	<b>125,095.67</b>	<b>11,518,552.88</b>
Previous Balance	.00	14,308.12	756,165.62	12,161.09	2,238.93	883,497.50
Payments	.00	156,371.29 -	9,219,687.22 -	180,442.15 -	124,624.62 -	11,400,642.70 -
Deposit Applieds	.00	150.00 -	11,472.23 -	.00	.00	13,960.21 -
Balance Transfers	.00	.00	.00	.00	.00	.00
Balance Write-Offs	.00	.00	2,135.78 -	.00	.00	2,174.59 -
Deposit Interest	.00	.00	.00	.00	.00	.00
<b>Total Charges</b>	<b>.00</b>	<b>135,925.27</b>	<b>9,330,720.89</b>	<b>179,675.55</b>	<b>125,095.67</b>	<b>11,518,552.88</b>
<b>Current Balance</b>	<b>.00</b>	<b>6,287.90 -</b>	<b>853,591.28</b>	<b>11,394.49</b>	<b>2,709.98</b>	<b>985,272.88</b>

Year-To-Date: 07/01/2011 to 12/31/2012

Water Usage	0	595,247,000	875,263,606	76,398,000	62,143,000	1,671,931,595
M-PI Usage	0	88,000	5,046,477	0	0	6,747,477
Water Amount	.00	398.86	2,585,806.53	105,105.28	193,954.54	3,059,164.95
WAA Amount	.00	6,337.87	886,002.26	2,327.00	2,377.53	982,307.05
Sewer Amount	.00	1,180.43	5,727,984.01	76,893.02	.00	6,503,363.19
Garb Amount	.00	180.00	1,220,746.64	.00	.00	1,225,099.78
Extra Amount	.00	.00	168,007.93	.00	.00	168,948.23
Drain Amount	.00	662.70	764,781.12	47,156.22	22.65	1,262,620.90
Recyc Amount	.00	486.00	344,134.30	.00	.00	346,132.48
Irrig Amount	.00	210,182.34	1,884,523.92	54,857.95	1,287.78	2,347,805.07
M-PI Amount	.00	266.21	9,357.94	.00	.00	11,876.89
Late Amount	.00	1,444.35	164,581.84	2,835.34	788.20	195,533.76
Serve Amount	.00	.00	160.00 -	.00	.00	160.00 -
<b>Total Charges</b>	<b>.00</b>	<b>221,138.76</b>	<b>13,755,766.49</b>	<b>289,174.81</b>	<b>198,430.70</b>	<b>16,102,692.30</b>
Previous Balance	.00	14,794.89	835,847.36	25,656.35	21,927.96	2,100,256.41
Payments	.00	242,071.55 -	13,709,406.74 -	303,436.67 -	217,628.16 -	17,184,869.77 -
Deposit Applieds	.00	150.00 -	17,020.05 -	.00	20.52 -	19,999.06 -
Balance Transfers	.00	.00	.00	.00	.00	.00
Balance Write-Offs	.00	.00	11,595.78 -	.00	.00	12,807.00 -
Deposit Interest	.00	.00	.00	.00	.00	.00
<b>Total Charges</b>	<b>.00</b>	<b>221,138.76</b>	<b>13,755,766.49</b>	<b>289,174.81</b>	<b>198,430.70</b>	<b>16,102,692.30</b>
<b>Current Balance</b>	<b>.00</b>	<b>6,287.90 -</b>	<b>853,591.28</b>	<b>11,394.49</b>	<b>2,709.98</b>	<b>985,272.88</b>

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Description	None	Pressurized Irrigat	Residential	School	Sprinkler	Totals

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Rate Table	Title	Service	Number of Customers	Number of Units	Base / Minimum	Excess/Amount	Adjustments	Total/Amount	Usage
101	Water Residential	Water	3	3.0000	91.22	-	78.62 -	12.60	6,000
102	Culinary Water	Water	8,099	8,194.0000	1,330,933.69	911,989.63	186,864.91 -	2,056,058.41	1,234,595,417
103	Culinary Water - County	Water	13	13.0000	3,847.08	3,150.80	40.17 -	6,957.71	1,099,000
104	Water - No Overage	Water	1	1.0000	70.00	-	-	70.00	10,000
107	Water - Presbyterian Church	Water	1	1.0000	70.00	-	-	70.00	1,000
108	Seven C's	Water	3	3.0000	555.90	261.95	95.17 -	722.68	239,000
109	Culinary Water-3/4" and smalle	Water	362	368.0000	45,778.42	83,511.46	10,060.08 -	119,229.80	72,696,127
110	Culinary Water-1"	Water	138	139.0000	18,807.83	135,633.84	48,587.04 -	105,854.63	32,397,900
111	Culinary Water-1 1/2"	Water	134	134.0000	19,802.71	145,381.01	7,147.88 -	158,035.84	50,184,589
112	Culinary Water- 2"	Water	88	88.0000	14,721.59	230,850.23	94,902.56 -	150,669.26	51,333,186
113	Culinary Water- 3"	Water	4	4.0000	1,396.46	25,673.51	-	27,069.97	6,744,000
114	Culinary Water- 4"	Water	19	94.0000	18,029.62	163,417.90	34,374.71 -	147,072.81	87,390,890
116	Culinary Water- 8"	Water	1	1.0000	725.90	7,469.18	4,473.19 -	3,721.89	1,005,000
118	Culinary-Sr. Hardship	Water	2	2.0000	86.58	-	1.60 -	84.98	19,000
201	CUP Water/Assessments	WAA	8,132	8,965.0000	656,884.32	89.54	468.73 -	656,505.13	28
301	Sewer - Residential	Sewer	7,403	8,009.0000	3,209,995.53	692,957.33	23,167.11 -	3,879,785.75	495,650,722
311	Sewer - Commercial	Sewer	479	698.0000	280,233.97	156,113.91	7,638.28 -	428,709.60	100,660,573
321	Sewer - Industrial	Sewer	2	2.0000	853.20	1,846.32	-	2,699.52	1,318,800
331	Sewer - Schools	Sewer	10	10.0000	-	215,883.52	167,639.30 -	48,244.22	1,390,312
501	Garbage - Residential	Garb	7,026	7,334.0000	823,848.79	167.92	3,806.11 -	820,210.60	260
601	Extra Garbage	Extra	1,555	1,582.0000	111,033.74	2,523.48	810.20 -	112,747.02	2,081
701	Drain Fee - Residential	Drain	7,604	8,091.0000	512,879.26	40.80	470.98 -	512,449.08	20,284,904
711	Drain Fee - Commercial	Drain	404	521.0000	26,182.09	309,504.05	290.82	335,976.96	186,410,055
901	Recycling	Recyc	3,736	3,830.0000	231,063.36	58.32	704.82 -	230,416.86	3,042
1101	PI - Residential	Irrig	5,714	5,727.0200	1,070,912.61	459,371.09	33,956.56 -	1,496,327.14	848,738,186
1102	Pressurized Irrig-Shareholder	Irrig	287	290.4900	5,115.03	12,522.31	7,100.21 -	10,537.13	76,959,543
1103	Pressurized Irrigation-County	Irrig	2	2.0000	845.43	239.25	-	1,084.68	354,924
1104	PI - County Shareholder	Irrig	1	1.0000	71.84	-	5.69 -	66.15	616,812
1105	PI Aggricultural Shareholder	Irrig	15	15.0000	-	480.36	-	480.36	600
1106	PI - Commercial, Church, School	Irrig	57	57.0000	8,650.22	74,055.59	7,485.52 -	75,220.29	46,569,234
1201	Metered /Senior Pressurized Ir	M-PI	27	27.0000	4,536.95	2,977.78	148.10	7,662.83	4,059,649
1901	Late Fee	Late	3,474	3,474.0000	-	143,729.32	19,770.34 -	123,958.98	-
2502	Tampering Fee	Serve	1	1.0000	-	-	160.00 -	160.00 -	-
Grand Totals:			54,797	57,681.5100	8,398,023.34	3,779,900.40	659,370.86 -	11,518,552.88	3,320,740,834

Description	Church	City Owned	Commercial	County	Farm	Industrial	Miscellaneous
Water Usage	6,826,000	0	149,802,290	743,000	2,282,000	454,000	86,000
M-PI Usage	395,000	0	343,000	0	0	0	0
Water Amount	31,194.21	.00	633,247.61	4,750.21	9,305.90	1,395.96	220.62
WAA Amount	1,814.13	.00	45,752.73	172.35	787.03	65.00	65.00
Sewer Amount	18,383.48	.00	377,208.68	.00	873.82	391.90	.00
Garb Amount	70.97	.00	1,087.71	155.16	609.89	.00	.00
Extra Amount	42.81 -	.00	326.95	133.00	66.13	.00	.00
Drain Amount	22,166.40	.00	197,684.10	.00	60.00	60.00	.00
Recyc Amount	54.00	.00	598.39	54.00	37.96	.00	.00
Irrig Amount	28,331.23	.00	90,069.79	.00	1,352.99	.00	.00
M-PI Amount	543.75	.00	478.75	.00	.00	.00	.00
Late Amount	31.14	.00	13,873.20	391.89	80.46	.00	.00
Serve Amount	.00	.00	80.00	.00	.00	.00	.00
<b>Total Charges</b>	<b>102,546.50</b>	<b>.00</b>	<b>1,360,407.91</b>	<b>5,656.61</b>	<b>13,174.18</b>	<b>1,912.86</b>	<b>285.62</b>
Previous Balance	.00	.00	.00	.00	.00	.00	.00
Payments	94,830.25 -	.00	1,269,350.28 -	4,455.79 -	12,465.01 -	1,850.81 -	265.12 -
Deposit Applieds	.00	.00	970.27 -	.00	.00	.00	.00
Balance Transfers	.00	.00	.00	.00	.00	.00	.00
Balance Write-Offs	.00	.00	1,172.41 -	.00	.00	.00	.00
Deposit Interest	.00	.00	.00	.00	.00	.00	.00
<b>Total Charges</b>	<b>102,546.50</b>	<b>.00</b>	<b>1,360,407.91</b>	<b>5,656.61</b>	<b>13,174.18</b>	<b>1,912.86</b>	<b>285.62</b>
<b>Current Balance</b>	<b>7,716.25</b>	<b>.00</b>	<b>88,914.95</b>	<b>1,200.82</b>	<b>709.17</b>	<b>62.05</b>	<b>20.50</b>
Year-To-Date: 07/01/2010 to 12/31/2011							
Water Usage	6,826,000	0	149,802,290	743,000	2,282,000	454,000	86,000
M-PI Usage	395,000	0	343,000	0	0	0	0
Water Amount	31,194.21	.00	633,247.61	4,750.21	9,305.90	1,395.96	220.62
WAA Amount	1,814.13	.00	45,752.73	172.35	787.03	65.00	65.00
Sewer Amount	18,383.48	.00	377,208.68	.00	873.82	391.90	.00
Garb Amount	70.97	.00	1,087.71	155.16	609.89	.00	.00
Extra Amount	42.81 -	.00	326.95	133.00	66.13	.00	.00
Drain Amount	22,166.40	.00	197,684.10	.00	60.00	60.00	.00
Recyc Amount	54.00	.00	598.39	54.00	37.96	.00	.00
Irrig Amount	28,331.23	.00	90,069.79	.00	1,352.99	.00	.00
M-PI Amount	543.75	.00	478.75	.00	.00	.00	.00
Late Amount	31.14	.00	13,873.20	391.89	80.46	.00	.00
Serve Amount	.00	.00	80.00	.00	.00	.00	.00
<b>Total Charges</b>	<b>102,546.50</b>	<b>.00</b>	<b>1,360,407.91</b>	<b>5,656.61</b>	<b>13,174.18</b>	<b>1,912.86</b>	<b>285.62</b>
Previous Balance	.00	.00	.00	.00	.00	.00	.00
Payments	94,830.25 -	.00	1,269,350.28 -	4,455.79 -	12,465.01 -	1,850.81 -	265.12 -
Deposit Applieds	.00	.00	970.27 -	.00	.00	.00	.00
Balance Transfers	.00	.00	.00	.00	.00	.00	.00
Balance Write-Offs	.00	.00	1,172.41 -	.00	.00	.00	.00
Deposit Interest	.00	.00	.00	.00	.00	.00	.00
<b>Total Charges</b>	<b>102,546.50</b>	<b>.00</b>	<b>1,360,407.91</b>	<b>5,656.61</b>	<b>13,174.18</b>	<b>1,912.86</b>	<b>285.62</b>
<b>Current Balance</b>	<b>7,716.25</b>	<b>.00</b>	<b>88,914.95</b>	<b>1,200.82</b>	<b>709.17</b>	<b>62.05</b>	<b>20.50</b>



Description	None	Pressurized Irrigat	Residential	School	Sprinkler	Totals
Water Usage	0	145,903	419,778,113	17,436,000	29,963,000	627,516,306
M-PI Usage	0	72,000	2,982,656	0	0	3,792,656
Water Amount	.00	29.13 -	1,299,330.34	66,122.09	99,200.26	2,144,738.07
WAA Amount	.00	3,567.83	493,846.14	1,305.00	1,556.66	548,931.87
Sewer Amount	.00	2,382.25 -	3,176,878.40	47,417.94	1,522.84 -	3,617,249.13
Garb Amount	.00	115.81 -	678,802.53	.00	20.38 -	680,590.07
Extra Amount	.00	.00	92,607.49	.00	.00	93,090.76
Drain Amount	.00	3.68	428,860.54	23,752.20	9.31 -	672,577.61
Recyc Amount	.00	270.00	194,512.86	.00	.00	195,527.21
Irrig Amount	.00	140,086.02	979,076.78	32,530.74	846.36	1,272,293.91
M-PI Amount	.00	140.00	5,638.26	.00	.00	6,800.76
Late Amount	.00	778.82	94,046.61	2,853.27	443.46	112,498.85
Serve Amount	.00	.00	660.00	.00	.00	740.00
Total Charges	.00	142,319.16	7,444,259.95	173,981.24	100,494.21	9,345,038.24
Previous Balance	.00	.00	.00	.00	.00	.00
Payments	.00	128,011.04 -	6,670,815.94 -	161,820.15 -	98,234.76 -	8,442,099.15 -
Deposit Applieds	.00	.00	7,818.39 -	.00	20.52 -	8,809.18 -
Balance Transfers	.00	.00	.00	.00	.00	.00
Balance Write-Offs	.00	.00	9,460.00 -	.00	.00	10,632.41 -
Deposit Interest	.00	.00	.00	.00	.00	.00
Total Charges	.00	142,319.16	7,444,259.95	173,981.24	100,494.21	9,345,038.24
Current Balance	.00	14,308.12	756,165.62	12,161.09	2,238.93	883,497.50

Year-To-Date: 07/01/2010 to 12/31/2011

Water Usage	0	145,903	419,778,113	17,436,000	29,963,000	627,516,306
M-PI Usage	0	72,000	2,982,656	0	0	3,792,656
Water Amount	.00	29.13 -	1,299,330.34	66,122.09	99,200.26	2,144,738.07
WAA Amount	.00	3,567.83	493,846.14	1,305.00	1,556.66	548,931.87
Sewer Amount	.00	2,382.25 -	3,176,878.40	47,417.94	1,522.84 -	3,617,249.13
Garb Amount	.00	115.81 -	678,802.53	.00	20.38 -	680,590.07
Extra Amount	.00	.00	92,607.49	.00	.00	93,090.76
Drain Amount	.00	3.68	428,860.54	23,752.20	9.31 -	672,577.61
Recyc Amount	.00	270.00	194,512.86	.00	.00	195,527.21
Irrig Amount	.00	140,086.02	979,076.78	32,530.74	846.36	1,272,293.91
M-PI Amount	.00	140.00	5,638.26	.00	.00	6,800.76
Late Amount	.00	778.82	94,046.61	2,853.27	443.46	112,498.85
Serve Amount	.00	.00	660.00	.00	.00	740.00
Total Charges	.00	142,319.16	7,444,259.95	173,981.24	100,494.21	9,345,038.24
Previous Balance	.00	.00	.00	.00	.00	.00
Payments	.00	128,011.04 -	6,670,815.94 -	161,820.15 -	98,234.76 -	8,442,099.15 -
Deposit Applieds	.00	.00	7,818.39 -	.00	20.52 -	8,809.18 -
Balance Transfers	.00	.00	.00	.00	.00	.00
Balance Write-Offs	.00	.00	9,460.00 -	.00	.00	10,632.41 -
Deposit Interest	.00	.00	.00	.00	.00	.00
Total Charges	.00	142,319.16	7,444,259.95	173,981.24	100,494.21	9,345,038.24
Current Balance	.00	14,308.12	756,165.62	12,161.09	2,238.93	883,497.50

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Description	None	Pressurized Irrigat	Residential	School	Sprinkler	Totals

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Rate Table	Title	Service	Number of Customers	Number of Units	Base / Minimum	Excess/Amount	Adjustments	Total/Amount	Usage
101	Water Residential	Water	13	13.0000	649.20	2,661.92	-	3,311.12	1,169,000
102	Culinary Water	Water	7,888	8,036.0000	994,962.14	1,921,095.93	1,057,020.29 -	1,859,037.78	624,268,209
103	Culinary Water - County	Water	13	13.0000	3,264.17	4,488.02	86.48 -	7,665.71	1,235,097
104	Water - No Overage	Water	1	1.0000	126.00	-	-	126.00	151,000
107	Water - Presbyterian Church	Water	1	1.0000	150.78	1,313.60	-	1,464.38	503,000
108	Seven C's	Water	3	3.0000	389.52	47.76	-	437.28	190,000
201	CUP Water/Assessments	WAA	7,894	8,759.0000	487,912.30	169.00	84.36	488,165.66	-
301	Sewer - Residential	Sewer	7,162	7,765.0000	2,378,604.14	496,454.11	24,229.52 -	2,850,828.73	356,770,705
311	Sewer - Commercial	Sewer	473	728.0000	210,614.62	111,757.62	4,030.38 -	318,341.86	74,280,970
321	Sewer - Industrial	Sewer	2	2.0000	639.90	609.84	-	1,249.74	435,600
331	Sewer - Schools	Sewer	10	10.0000	-	42,964.92	-	42,964.92	93,402
501	Garbage - Residential	Garb	6,809	7,100.0000	611,439.94	170.00	5,038.90 -	606,571.04	67
601	Extra Garbage	Extra	1,491	1,518.0000	82,543.42	2,154.81	674.89 -	84,023.34	1,176
701	Drain Fee - Residential	Drain	7,368	7,894.0000	380,156.22	-	86.21	380,242.43	22,040,712
711	Drain Fee - Commercial	Drain	388	503.0000	19,498.11	203,540.28	309.01 -	222,729.38	133,218,008
901	Recycling	Recyc	3,674	3,768.0000	173,911.38	162.00	604.76 -	173,468.62	1,954
1101	PI - Residential	Irrig	5,508	5,521.0200	755,606.02	321,330.82	1,514.23 -	1,075,422.61	647,202,345
1102	Pressurized Irrig-Shareholder	Irrig	273	274.8300	3,498.19	3,902.88	932.55 -	6,468.52	57,427,047
1103	Pressurized Irrigation-County	Irrig	1	1.0000	310.61	179.28	-	489.89	158,382
1104	PI - County Shareholder	Irrig	1	1.0000	39.69	-	-	39.69	462,609
1105	PI Aggricultural Shareholder	Irrig	15	15.0000	-	360.27	-	360.27	451
1106	PI - Commercial,Church,School	Irrig	27	27.0000	3,637.65	52,799.51	3,902.36 -	52,534.80	30,698,491
1201	Metered /Senior Pressurized Ir	M-PI	48	48.0000	4,462.56	1,764.55	80.00 -	6,147.11	3,792,656
1901	Late Fee	Late	2,890	2,890.0000	-	105,529.55	4,492.29 -	101,037.26	-
2501	Disconnect Fee	Serve	1	1.0000	-	100.00	-	100.00	-
2502	Tampering Fee	Serve	5	5.0000	-	640.00	-	640.00	-
Grand Totals:			51,959	54,897.8500	6,112,416.56	3,274,196.67	1,102,745.09 -	8,283,868.14	1,954,100,881

**WATER CONSERVATION PLANS**

2004 GENERAL SESSION

STATE OF UTAH

**Sponsor: Judy Ann Buffmire**

Ralph Becker  
Duane E. Bourdeaux  
Neil A. Hansen

Rosalind J. McGee  
Carol Spackman Moss

David Ure  
Stephen H. Urquhart

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**LONG TITLE**

**General Description:**

This bill amends certain provisions related to water conservation plans.

**Highlighted Provisions:**

This bill:

- ▶ provides for publishing of a report identifying entities who do not have a current water conservation plan;
- ▶ requires that water conservation plans contain existing and proposed water conservation measures;
- ▶ requires that water conservation plans contain a description of the extent to which a retail provider will use certain measures to achieve its conservation goals;
- ▶ requires that water conservation plans contain a clearly stated water use reduction goal and implementation plan for each conservation measure, including a timeline for action and an evaluation process to measure progress; and
- ▶ requires that the Board of Water Resources' report be presented to the Natural Resources, Agriculture, and Environment Interim Committee at its November 2004 meeting.

**Monies Appropriated in this Bill:**

None

**Other Special Clauses:**

None

**Utah Code Sections Affected:**

AMENDS:

73-10-32, as last amended by Chapter 119, Laws of Utah 1999

*Be it enacted by the Legislature of the state of Utah:*

Section 1. Section 73-10-32 is amended to read:

**73-10-32. Definitions -- Water conservation plan required.**

(1) As used in this section:

(a) "Board" means the Board of Water Resources created under Section 73-10-1.5.

(b) "Division" means the Division of Water Resources created under Section 73-10-18.

(c) "Retail" means the level of distribution of culinary water that supplies culinary water directly to the end user.

(d) "Retail water provider" means ~~[a person who]~~ an entity which:

(i) supplies culinary water to end users; and

(ii) has more than 500 service connections.

(e) "Water conservancy district" means an entity formed under Title 17A, Chapter 2, Part 14, Water Conservancy Districts.

~~[(e)-(i)]~~ (f) "Water conservation plan" means a written document that contains [ideas, suggestions, or recommendations as to] existing and proposed water conservation measures describing what [can] will be done by [state and local governments,] retail water providers, water conservancy districts, and the end user of culinary water to help conserve water and limit or reduce its use in the state in terms of per capita consumption so that adequate supplies of water are available for future needs.

~~[(ii)]~~ (2) (a) Each <sup>[=]</sup>water conservation plan<sup>[=]</sup> shall contain ~~[recommendations for water saving measures that may include]:~~

(i) a clearly stated overall water use reduction goal and an implementation plan for each of the water conservation measures it chooses to use, including a timeline for action and an evaluation process to measure progress;

(ii) a requirement that each water conservancy district and retail water provider devote

part of at least one regular meeting every five years of its governing body to a discussion and formal adoption of the water conservation plan, and allow public comment on it;

(iii) a requirement that a notification procedure be implemented that includes the delivery of the water conservation plan to the media and to the governing body of each municipality and county served by the water conservancy district or retail water provider; and

(iv) a copy of the minutes of the meeting and the notification procedure required in Subsections (2)(a)(ii) and (iii) which shall be added as an appendix to the plan.

(b) A water conservation plan may include information regarding:

~~[(A)]~~ (i) the installation and use of water efficient fixtures and appliances, including toilets, shower fixtures, and faucets;

~~[(B)]~~ (ii) residential and commercial landscapes and irrigation that require less water to maintain;

~~[(C)]~~ (iii) more water efficient industrial and commercial processes involving the use of water;

~~[(D)]~~ (iv) water reuse systems, both potable and not potable;

~~[(E)]~~ (v) distribution system leak repair;

~~[(F)]~~ (vi) dissemination of public information regarding more efficient use of water, including public education programs, customer water use audits, and water saving demonstrations;

~~[(G)]~~ (vii) water rate structures designed to encourage more efficient use of water;

~~[(H)]~~ (viii) statutes, ordinances, codes, or regulations designed to encourage more efficient use of water by means such as water efficient fixtures and landscapes;

~~[(I)]~~ (ix) incentives to implement water efficient techniques, including rebates to water users to encourage the implementation of more water efficient measures; and

(x) other measures designed to conserve water.

~~[(J) other measures designed to conserve water.]~~

(c) The Division of Water Resources may be contacted for information and technical resources regarding measures listed in Subsections (2)(b)(i) through (2)(b)(x).

~~[(2)]~~ (3) (a) Before April 1, 1999, each water conservancy district under Title 17A, Chapter 2, Part 14, Water Conservancy Districts, and each retail water provider shall:

(i) (A) prepare ~~[or]~~ and adopt a water conservation plan if one has not already been adopted; or

(B) if the district or provider has already adopted a water conservation plan, review the existing water conservation plan to determine if it should be amended and, if so, amend the water conservation plan; and

(ii) file a copy of the water conservation plan or amended water conservation plan with the division.

(b) Before adopting or amending a water conservation plan, each water conservancy district or retail water provider shall hold a public hearing with reasonable, advance public notice.

~~[(3)]~~ (4) (a) The board shall:

~~[(i) study ways to implement the water conservation plans of the water conservancy districts and the retail water providers;]~~

~~[(ii) develop recommendations on how to implement those plans; and]~~

(i) provide guidelines and technical resources to retail water providers and water conservancy districts to prepare and implement water conservation plans;

(ii) investigate alternative measures designed to conserve water; and

(iii) report [its recommendations] regarding its compliance with the act and impressions of the overall quality of the plans submitted to the Natural Resources, Agriculture, and Environment Interim Committee of the Legislature at its meeting in November [1999] 2004.

~~[(b) The board's report to the Natural Resources, Agriculture, and Environment Interim Committee may include a recommendation:]~~

~~[(i) that each water conservancy district and retail water provider devote part of at least one regular meeting of its governing body to a discussion of the water conservation plan and allow public comment on it;]~~

~~[(ii) to implement a notification procedure that includes the delivery of the water conservation plan to the media and to the governing body of each municipality and county served]~~

by the water conservancy district or retail water provider;]

~~[(iii) that certain eligibility requirements, including the adoption of a water conservation plan, be met before a water conservancy district or retail water provider may receive any state funds for water development;]~~

~~[(iv) for the coordination of conservation and drought management plans; and]~~

~~[(v) regarding any other measure designed to conserve water.]~~

(b) The board shall publish an annual report in a paper of state-wide distribution specifying the retail water providers and water conservancy districts that do not have a current water conservation plan on file with the board at the end of the calendar year.

(5) A water conservancy district or retail water provider may only receive state funds for water development if they comply with the requirements of this act.

~~[(4)]~~ (6) Each water conservancy district and retail water provider specified under Subsection ~~[(2)]~~ (3)(a) shall:

(a) update its water conservation plan no less frequently than every five years; and

(b) follow the procedures required under Subsection ~~[(2)]~~ (3) when updating the water conservation plan.

~~[(5)]~~ (7) It is the intent of the Legislature that the water conservation plans, amendments to existing water conservation plans, and the ~~[study]~~ studies and ~~[recommendations]~~ report by the board be handled within the existing budgets of the respective entities or agencies.

## Impact Fee Ordinance

American Fork City, Utah

Ordinance No. 2013-02-04

### ORDINANCE ADOPTING AN IMPACT FEE FACILITIES PLAN AND IMPACT FEE ANALYSES AND IMPOSING IMPACT FEES FOR CULINARY WATER, SECONDARY WATER, PARKS AND RECREATION, SANITARY SEWER, POLICE AND FIRE; PROVIDING FOR THE CALCULATION AND COLLECTION OF SUCH FEES; PROVIDING FOR APPEAL, ACCOUNTING AND SEVERABILITY OF THE SAME, AND OTHER RELATED MATTERS

WHEREAS, In April 2012, American Fork City, Utah (the "City") posted notice and as to its intention to prepare impact fee facilities plans ("Impact Fee Facilities Plans") and impact fee analyses ("Impact Fee Analyses") for Culinary Water, Secondary Water, Parks and Recreation, Sanitary Sewer and Police and Fire and invited all interested parties to participate in the impact fee preparation process, consistent with UCA Section 11-36a-501;

WHEREAS, American Fork City is a municipality in the State of Utah, authorized and organized under the provisions of Utah law and is authorized pursuant to the Impact Fees Act, Utah Code Ann. 11-36a-101 et seq. to adopt impact fees; and

WHEREAS, on February 15, 2013, the City posted notice of a public hearing in the local paper, the Herald Extra, Utah's Public Notice Website and at the City's administrative building and libraries to consider the assumptions and conclusions of the Impact Fee Facilities Plans and the Impact Fee Analyses;

WHEREAS, the American Fork City Council (the "Council") met in regular session on August 8, 2012, to convene a public hearing and to consider adopting the Impact Fee Facilities Plans and Impact Fee Analyses, imposing updated Fire/Police, Culinary/Secondary Water, Sewer and Parks and Recreation impact fees, providing for the calculation and collection of such fees, and providing for an appeal process, accounting and reporting method and other related matters; and

WHEREAS, on February 15, 2013 the Impact Fee Facilities Plan Consultant certified its work under UCA section 11-36a-306(1);

WHEREAS, on August 8, 2012 considering the input of the public and stakeholders and relying on the professional advice and certification of the Impact Fee Facilities Plan Consultant, American Fork City adopted the findings, conclusions, and recommendations of the impact fee facilities plans prepared by Zions Bank Public Finance ("Consultant"), a copy of which is attached hereto; and

WHEREAS, on February 15, 2013, the Impact Fee Analysis Consultant certifies its work under UCA Section 11-36a-306(2);

WHEREAS, based on the input of the public and stakeholders and relying on the professional advice and certification of Consultant, a copy of which is attached; and

WHEREAS, on February 15, 2013, a copy of the Impact Fee Analyses and Impact Fee Facilities Plans and the proposed Impact Fee Ordinance, along with a summary of the analyses that was designated to be understood by

a lay person, were made available to the public and deposited at the City public library, administrative office and on the public notice website; and

**WHEREAS**, on February 15, 2013, the Herald Extra published notice on the date, time and place of the first public hearing to consider the Impact Fee Ordinance; and

**WHEREAS**, on February 15, 2013, American Fork City posted notice of the date, time and place of the first public hearing to consider the Impact Fee Analysis in three public places and on the public notices website; and

**WHEREAS**, on August 8, 2012, the Council held a public hearing regarding the Impact Fee Analyses and the Impact Fee Ordinance; and

**WHEREAS**, after careful consideration and review of the comments at the public hearing, the Council has determined that it is in the best interest of the health, safety and welfare of the inhabitants of American Fork City to adopt the findings and recommendations of the Impact Fee Facilities Plans and Impact Fee Analyses to address the impacts of development upon the fire, police, culinary/secondary water, sanitary sewer and parks and recreation utilities, to adopt the Impact Fee Facilities Plans as proposed, to approve the Impact Fee Analyses as proposed, to adopt Culinary Water, Secondary Water, Sanitary Sewer, Fire, Police and Parks and Recreation impact fees, to provide for the calculation and collection of such fees, and to provide for an appeal process, and an accounting and reporting method of the same.

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

Section 1. Findings. The Council finds and determines as follows:

1.1. All required notices have been given and made and public hearings conducted as requested by the Impact Fees Act with respect to the Impact Fee Facilities Plans, the Impact Fee Analyses, and this Impact Fee Ordinance (this "Ordinance").

1.2. Growth and development activities in American Fork City will create additional demands on its infrastructure. The facility improvement requirements which are analyzed in the Impact Fee Facilities Plans and the Impact Fee Analyses are the direct result of the additional facility needs caused by future development activities. The persons responsible for growth and development activities should pay a proportionate share of the costs of the facilities needed to serve the growth and development activity.

1.3. Impact fees are necessary to achieve an equitable allocation to the costs borne in the past and to be borne in the future, in comparison with the benefits already received and yet to be received.

1.4. In enacting and approving the Impact Fee Analyses and this Ordinance, the Council has taken into consideration, and in certain situations will consider on a case-by-case basis in the future, the future capital facilities and needs of American Fork City, the capital financial needs of American Fork City which are the result of American Fork City's future facilities' needs, the distribution of the burden of costs to different properties within American Fork City based on the use of water, secondary, sewer, police/fire and park facilities of American Fork City by such properties, the financial contribution of those properties and other properties similarly situated in American Fork City at the time of computation of the required fee and prior to the enactment of this Ordinance, all revenue sources available to American Fork City, and the impact on future facilities that will be required by growth and new development activities in American Fork City.

1.5. The provisions of this Ordinance shall be liberally construed in order to carry out the purpose and intent of the Council in establishing the impact fee program.

#### Section 2. Definitions.

2.1. Except as provided below, words and phrases that are defined in the Impact Fees Act shall have the same meaning in this Ordinance.

2.2. "Service Area" shall mean that geographic area designated within the City's boundaries as exhibited in the appendix of the Impact Fee Analyses.

2.3. "Project Improvement" does not mean system improvement and includes, but is not limited to, those projects identified in the plans for the benefit of growth.

2.4. "Utah State Impact Fees Act" shall mean Title 11, Chapter 36a, Utah Code Annotated or its successor state statute if that title and chapter is renumbered, recodified, or amended.

#### Section 3. Adoption.

The Council hereby approves and adopts the Impact Fee Analyses attached and the analyses reflected therein. The Impact Fee Facilities Plans and the Impact Fee Analyses are incorporated herein by reference and adopted as though fully set forth herein.

#### Section 4. Impact Fee Calculations.

4.1. Impact Fees. The impact fees imposed by this Ordinance shall have two components; a future facilities impact fee as well as a buy in fee for excess capacity in existing facilities. The Impact Fee shall be calculated as set forth below.

4.2. Developer Credits/Developer Reimbursements. A developer, including a school district or charter school, may be allowed a credit against or proportionate reimbursement of impact fees if the developer dedicates land for a system improvement, builds and dedicates some or all of a system improvement, or dedicates a public facility that American Fork City and the developer agree will reduce the need for a system improvement. A credit against impact fees shall be granted for any dedication of land for, improvement to, or new construction of, any system improvements provided by the developer if the facilities are system improvements to the respective utilities, or are dedicated to the public and offset the need for an identified future improvement.

4.3. Adjustment of Fees. The Council may adjust either up (but not above the maximum allowable fee) or down the standard impact fees at the time the fee is charged in order to respond to an unusual circumstance in specific cases and to ensure that the fees are imposed fairly. The Council may adjust the amount of the fees to be imposed if the fee payer submits studies and data clearly showing that the payment of an adjusted impact fee is more consistent with the true impact being placed on the system.

4.4. Impact Fee Accounting. American Fork City shall establish a separate interest-bearing ledger account for the cash impact fees collected pursuant to this Ordinance. Interest earned on such account shall be allocated to that account.

(a) Reporting. At the end of each fiscal year, American Fork City shall prepare a report generally showing the source and amount of all monies collected, earned and received by the fund or account and of each expenditure from the fund or account. The report shall also identify impact fee fund by the year in which they were received, the project from which the funds were collected, the capital projects from which the funds were budgeted, and the projected schedule for expenditure and be provided to the State Auditor on the appropriate form found on the State Auditor's Website.

(b) Impact Fee Expenditures. Funds collected pursuant to the impact fees shall be deposited in such account and only be used by the City to construct and upgrade the respective facilities to adequately service development activity or used as otherwise approved by law.

4.5. Refunds. The City shall refund any impact fee paid when:

(a) the fee payer has not proceeded with the development activity and has filed a written request with the Council for a refund within one year after the impact fee was paid;

(b) the fees have not been spent or encumbered within six years of the payment date; and

(c) no impact has resulted.

#### Section 5. Appeal.

5.1. Any person required to pay an impact fee who believes the fee does not meet the requirements of the law may file a written request for information with the City Council.

5.2. Within two weeks of the receipt of the request for information the City shall provide the person or entity with a copy of the reports and with any other relevant information relating to the impact fee.

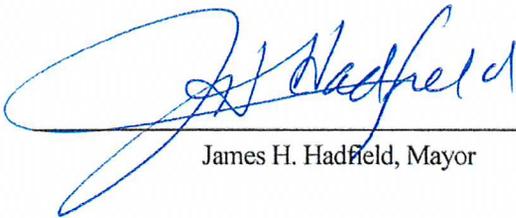
5.3. Any person or entity required to pay an impact fee imposed under this article, who believes the fee does not meet the requirements of law may request and be granted a full administrative appeal of that grievance. An appeal shall be made to the Council within thirty (30) calendar days of the date of the action complained of, or the date when the complaining person reasonably should have become aware of the action.

5.4 The notice of the administrative appeal to the Council shall be filed and shall contain the following information:

1. The person's name, mailing address, and daytime telephone number;
2. A copy of the written request for information and a brief summary of the grounds for appeal;
3. The relief sought.

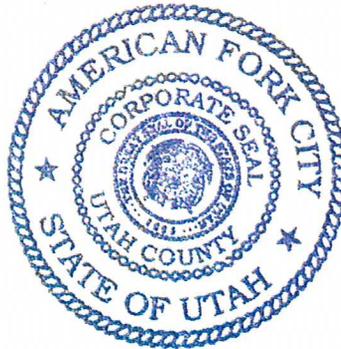
5.5 The City shall schedule the appeal before the Council no sooner than five (5) days and no later than fifteen (15) days from the date of the filing of the appeal. The written decision of the Council shall be made no later than thirty (30) days after the date the challenge to the fee is filed with the City and shall, when necessary, be forwarded to the appropriate officials for action.

This Ordinance approved **February 26, 2013** and effective upon first publication. Impact fees included in Attachment 1 to this Ordinance shall be in effect as of March 1, 2013.

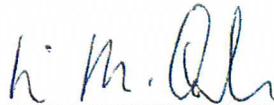


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James H. Hadfield, Mayor



Attested By:



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Richard M. Colborn, City Recorder

## 2013-02-04 Impact Fee Ordinance Attachment 1

February 26, 2013

### Note: Updates to Fees- Final

	Culinary Water*	Secondary Water*	Sewer	Police	Fire	Parks	Total**
American Fork Current (Residential Dwellings)	\$1,633.78	\$ .42	\$1,368.00	\$580.26	\$324.05	\$7,186.73	\$11,932.82
American Fork Proposed (Residential Dwellings)	\$1,495.00	\$ .48	\$588.00	\$487.31	\$414.72	\$3,212.30	\$7,157.33
Percent Change	-8%	14%	-57%	-16%	28%	-55%	-40%
*Per Square Foot							
** Assumption of a 2,000 sq foot lot for secondary water							

Reasons for changes:

- A: Culinary Water-was reported as substantially final fee as there was still some clarifications on capacity to be defined between Consultant and Engineer
- B: Secondary Water-Fee was decreased as Consultant found information on assets that led to a reclassification of an asset from Source to Supply.
- C: Sewer- No Change
- D: Police – No Change
- E: Fire- No Change
- F: Parks-Goodsell Property Debt SeNice was not included in the first report, Consultant was provided the information and included the interest component.

Culinary Water	
3/4" Meter	\$ 1,495
1" Meter	\$ 2,497
1.5" Meter	\$ 4,978
2" Meter	\$ 7,968
3" Meter	\$ 15,951
4" Meter	\$ 24,921
6" Meter	\$ 49,827
8" Meter	\$ 79,727

Pressurized Irrigation	
\$	0.48   kSF Irrigable

Sanitary Sewer	
3/4" Meter	\$ 588
1" Meter	\$ 1,471
1.5" Meter	\$ 2,942
2" Meter	\$ 4,708
3" Meter	\$ 9,415
4" Meter	\$ 14,712

Parks and Recreation	
Single Family Residential	\$ 3,212
Multi Family Residential	\$ 2,777

Public Safety	
Police	
Single Family Residential Unit	\$ 487
Multi Family Residential Unit	\$ 242
Schools (kSF Floor Space)	\$ 236
Private Non Residential (kSF Floor Space)	\$ 225
Fire/EMS	
Single Family Residential Unit	\$ 415
Multi Family Residential Unit	\$ 230
Schools (kSF Floor Space)	\$ 72
Private Non Residential (kSF Floor Space)	\$ 141
Apparatus Fee (kSF Floor Space)*	\$ 113
* Apparatus Fee is charged to Non Residential Only	

**RESOLUTION NO. 2014-04-17R**

**A RESOLUTION OF THE AMERICAN FORK CITY COUNCIL ADOPTING  
OUTDOOR WATER RESTRICTIONS AND CONSERVATION MEASURES.**

**WHEREAS**, American Fork City's pressurized irrigation system and the water it supplies are valuable resources for residents and water users;

**WHEREAS**, the primary source of water for pressurized irrigation is the American Fork River with additional water coming from other surface sources such as wells;

**WHEREAS**, watering restrictions that limit the time of day and the frequency of watering have been proven to assist in the efficient use of water; and

**WHEREAS**, because historical data supports the fact that snowpack water flow is markedly less than average during most yearly cycles, the City Council desires to encourage water conservation;

**BE IT NOW, THEREFORE RESOLVED, by American Fork City as follows:**

**SECTION 1. WATERING RESTRICTIONS**

Residential and Small Commercial Users with Automatic Sprinkler Systems

- Odd number addresses shall water on Monday, Wednesday, and Friday.
- Even number addresses shall water on Tuesday, Thursday, and Saturday.
- Sunday watering shall be restricted to spot watering only.
- Water must be conserved and not wasted. Homes with automated systems shall refrain from watering between the hours of 10:00 am and 6:00 pm. Homes *without* automated systems **shall** water between the hours of 6:00 am and 6:00 pm on their assigned day.

Large Users (parks, cemetery, schools, churches, PUD's, and large commercial development)

- Water between the hours of 9:00 a.m. and 7:00 p.m.
- No area shall be watered twice on two consecutive days.
- Sunday watering is encouraged.
- Water must be conserved and not wasted.

American Fork Irrigation Flood Users

Please follow the schedule published by the American Fork Irrigation Company.

**SECTION 2. ENFORCEMENT**

The enforcement of these Water Restrictions shall be based on a progress scale as follows:

1. First offence - violators shall be given a written warning and reminded of the restrictions.
2. Second offence - violator shall be subject to having the Pressurized Irrigation Services locked out and assessed a reinstatement fee of \$100.

3. Third offence – violator shall be subject to having the Pressurized Irrigation Services locked out and assessed a reinstatement fee of \$300.

### SECTION 3. NEW CONSTRUCTION WAIVER

Landscaping associated with a new construction project may require daily and more frequent watering to allow the landscaping to become established. If landscaping falls within this category, the owner may apply for a waiver to the requirements within this Resolution. The City will review the application and issue restrictions for the more frequent use of water or deny the request.

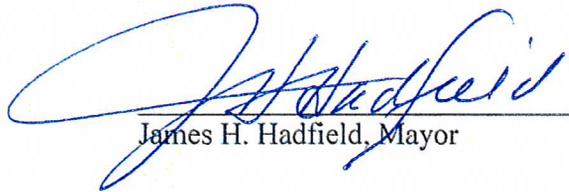
### SECTION 4. SEVERABILITY

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

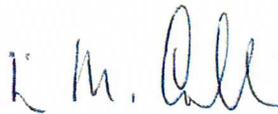
### SECTION 5. EFFECTIVE DATE

This Resolution shall take effect immediately upon its approval by the City Council.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF AMERICAN FORK, UTAH,**  
this 22 day of April, 2014.

  
\_\_\_\_\_  
James H. Hadfield, Mayor

ATTEST:



\_\_\_\_\_  
Richard M. Colborn, City Recorder



American Fork City – Public Works Department  
275 East 200 North  
Tel (801) 763 3060  
Fax (801) 763 3005  
[www.afcity.org](http://www.afcity.org)

# WATER CONSERVATION AND MANAGEMENT PLAN UPDATE

## NOVEMBER 2014

*This plan updates the plan prepared in February 2010 and was prepared pursuant to the Utah Water Conservation Plan Act (73-10-32 UCA)*

# TABLE OF CONTENTS

## Contents

Executive Summary _____	Page 1
<b>Section 1:</b> Introduction _____	Page 4
<b>Section 2:</b> Background Information _____	Page 5
<b>Section 3:</b> Water System Analysis and Projections _____	Page 6
<i>Current Population</i> _____	Page 7
<i>Projected supply that can be delayed by implementing the WMCP</i> _____	Page 10
<i>Adopted WMCP ordinances and evaluation: Water Rates</i> _____	Page 13
<i>Water Conservation Measures adopted: Outdoor water restrictions</i> _____	Page 13
<b>Section 4:</b> Conservation Values and Goals _____	Page 14
<b>Section 5:</b> Potential Water Management and Conservation Options _____	Page 15
<b>Section 6:</b> Evaluation of Conservation Options _____	Page 20
<b>Section 7:</b> Recommended Conservation Programs _____	Page 22
<b>Section 8:</b> Previous WMCP Evaluation _____	Page 23
<i>Public Education Programs</i> _____	Page 23
<b>Section 9:</b> Water Management and Conservation Plan Team _____	Page 24
<i>Water Conservation Coordinator</i> _____	Page 23
<b>Section 10:</b> Conclusions _____	Page 25
Certificate of Adoption: _____	Page 26
References: _____	Page 27
Appendix _____	Page 28

## EXECUTIVE SUMMARY

This plan updates the Water Conservation and Management Plan prepared on February 2010 and was prepared pursuant to the Utah Water Conservation Plan Act (73-10-32, UCA). The Act requires water conservancy districts and water retailers to file water management and conservation plans with the Utah Board of Water Resources.

These plans are intended to describe the extent to which a retail provider will use certain measures to achieve its water conservation goals. Plans must contain a clearly stated water use reduction goal and implementation plan for each conservation measure, including a timeline for action and evaluation process to measure progress. The Act also requires that plans be updated at least every five years.

According to the Utah State Governor's Office of Planning and Budget, American Fork has a current population of 28,175 people. Over the next ten years the projected growth rate is 1.30 percent. The City provides water to the growing population.

During the past twenty five years, two 5 million gallon (MG) tanks and one 4.5 MG tank have been constructed to provide adequate storage and pressure to the water system. The City has a culinary system and pressurized irrigation that serves all of its residents.

The City is implementing this water management and conservation plan to reduce demands on culinary water while providing high quality water to its growing population. American Fork has established goals that will help reduce the culinary water use. The goals of this plans are the following:

1. Reduce annual per capita culinary water use 10 percent.
2. Fully implement the pressurized irrigation system citywide.
3. Increase public conservation awareness.
4. Continue emergency planning for system failures and droughts.
5. Reduce the amount of water used for irrigation by at least 5% per year.

The conservation plan describes what actions the City is currently implementing and what actions may be taken in the future. Twenty conservation option have been identified which fall under the following general descriptions:

1. System Operation, Repair and Maintenance Options
2. User Conservation Options
3. Regulatory and Rate Options
4. Behavioral and Education Options

# 2014 WATER CONSERVATION AND MANAGEMENT PLAN

Each of these options have been evaluated to determine which ones should be implemented based on conservation benefits, costs, public reaction, and required staff time and effort. These options are listed below by category and order of ranking. The lower totals indicate options that have the most potential to conserve water compared to cost.

ALTERNATIVE	Benefit	Cost	Public View	Time	Effort	TOTAL
<b>System Operation, Repair and Maintenance Options</b>						
Water Loss Budget	4	1	2	3	2	12
Leak Detection System	7	3	2	3	3	18
Large Meter Replacement	3	1	2	3	3	12
System Repairs	1	2	2	3	3	11
Full Implementation of PI System	1	1	2	2	2	8
Water Reuse	4	4	5	4	5	22
<b>User Conservation Options</b>						
Water Leak Detection and Repair	3	2	4	2	2	13
Voluntary Water Audits	4	1	3	3	3	14
Efficient Fixtures and Appliances	6	2	4	2	2	16
<b>Regulatory and Rate Options</b>						
Water Conservation Committee	3	1	1	3	2	10
Efficient Landscaping Practices	3	1	2	3	3	12
Enforcement of Ordinances	3	2	4	2	2	13
Conservation Water Rate Structure	2	1	4	4	3	14
Shortage and Emergency Planning	8	2	3	1	1	15
Conservation Building Codes	5	2	4	3	2	16
Incentive to Wholesale Users	7	3	4	2	2	19
<b>Behavioral and Educational Options</b>						
Public Conservation Education	4	2	1	2	2	11
Peak Use Reduction	6	2	1	2	2	13
Improved Commercial Processes	8	2	2	3	3	18
Water Rationing Policies	8	2	3	3	3	19

## 2014 WATER CONSERVATION AND MANAGEMENT PLAN

Recommended water conservation programs have been selected based on highest ranked conservation options. With the completion of the pressurized irrigation system, most of the City's water conservation efforts will focus on its successful implementation.

Water users within the American Fork, whether commercial, industrial or residential customers, are invited to participate in city meetings and provide feedback in establishing priorities for conservation activities. Decisions made by the City regarding establishing conservation goals and priorities will attempt to reflect suggestions and comments offered by customers and interested parties.

The goals set on the 2010 Water Management and Conservation Plan resulted on a 48% reduction on water use. There is a high demand for irrigation water and the City is taking steps to reduce water waste and bring the amount of water per capita to a number that matches the state's average more closely.

Opportunities for public involvement and comment will be provided through public hearings as this plan is approved and as future updates to the plan are made.

## SECTION 1 – INTRODUCTION

The purpose of this Water Management and Conservation Plan is to identify conservation programs and opportunities supporting the City of American Fork's water management objectives.

The Plan will describe how the City can implement these opportunities to more effectively conserve its culinary water. This will help American Fork and its residents increase their desire and capabilities to become responsible steward to its valuable natural resource and provide long-term financial solvency to the water system.

This report complies with requirements from the Utah Water Conservation Plan Act (73-10-32 UCA). The Utah Water Conservation Plan Act requires water conservancy districts and water retailers to prepare and adopt, or update, a water conservation plan, which must be filed with the Utah Board of Water Resources.

Water Conservation plans are identify recommendations for water saving practices. Some examples would include such measures as the following:

1. Installation and use of water efficient fixtures and appliances
2. Landscaping that require less water to maintain (xeriscaping)
3. Water reuse systems
4. Water rate structures designed to encourage more efficient use of water

Water Management and Conservation Plans must contain a clearly stated water use reduction goal and implementation plan for each conservation measure, including a timeline for action and an evaluation process to measure progress.

## SECTION 2 – BACKGROUND INFORMATION

The first settlers located in American Fork Creek or what we now call American Fork River. As is stated in George Shelley's Early History of American Fork, early settlers located here "primarily for the purpose of establishing a big pasture and cattle ranch. But as more people came, it was necessary to raise crops for their sustenance" (page 31). Because of an inadequate rainfall, these early settler's developed methods for diverting water out of the creek to their farmlands.

The American Fork City water system, in Utah County, was established in the early 1900's. Since then, improvements have been made to the system to expand its service to its current size.

In 1981, the first 5 million gallon (MG) storage tank was built and the system was broken into two pressure zones. Additional storage was added to the system in 1991 and 2001 and the current water system provides pressurized culinary water to American Fork City residents.

American Fork's current population, estimated at 28,175, is served by culinary water system through nearly 8,500 connections.

Historically approximately 40 percent of the culinary water supply has been used indoors and 60 percent outdoors. However, in 2007 the Public Works Department began the implementation of a pressurized irrigation system that will deliver untreated water throughout the City. Construction of the pressurized irrigation was completed on 2010.

While connection to the pressurized irrigation system is not mandatory, the City has implemented a revised culinary water rate structure that is designed to motivate residents to connect to the PI system.

The City's current policy is to deliver safe water drinking water to all of its customers. Rates and fees are set to cover the cost of operation and expansion, while encouraging water conservation. The City has a drought emergency plan. The City believes that adequate water is available for use but not for waste.

## SECTION 3 – WATER SYSTEM ANALYSIS AND PROJECTIONS

The current water system consists of the following elements:

1. **Water Sources**: Six wells and springs supplying up to 27,600 acre-feet of water per year to the American Fork City water system:
  - a. J.C. Park Well
  - b. Hospital Well
  - c. Golf Course Well
  - d. Race Track Well
  - e. Boley Well
  - f. Country Club Well
  - g. American Fork Canyon Springs.
  - h. Additional groundwater supply may be available from the Warnick Well.

Immediate needs include re-drilling the Warnick Well prior to production because it was not constructed to comply with the current drinking water standards. Additional wells may be sited at the golf course. In addition to the groundwater sources, American Fork has right to water from irrigation canals. However, this water is committed for use in the City's pressurized irrigation system.

2. **Water Rights**: Approximately 27,000 acre-feet of total water rights filed with the Utah State Division of Water Rights. This right includes ground water and springs that are available for the pressurized irrigation system.
3. **Storage Tanks**: Three storage tanks with the capacity of holding 14.5 MG of water. Two 5 MG tanks and one 4.5 MG tank
4. **Distribution network**: The distribution system includes about 203 miles of pipes that range in size from 4 inch to 24 inch diameter. The distribution system age ranges from 20 to 60 years old with an average age of 50 years old. The pipe's materials is primarily ductile and cast iron but there are some few pipes of steel and shot coat pipes. The City has adopted and it is implementing a pipe retrofitting plan with the intent to replace most of the older pipes.
5. **Connections**: Approximately 8,500 connections including 7,597 residential, 802 commercials, 30 institutional and 2 wholesale connections. The unmetered connections to the city owned parks were switched over to the pressurized irrigation system.
6. **Metering**: Water meters are installed at each residential, commercial, and institutional connection. The meters at the parks have been bypassed due to the connection to the

# 2014 WATER CONSERVATION AND MANAGEMENT PLAN

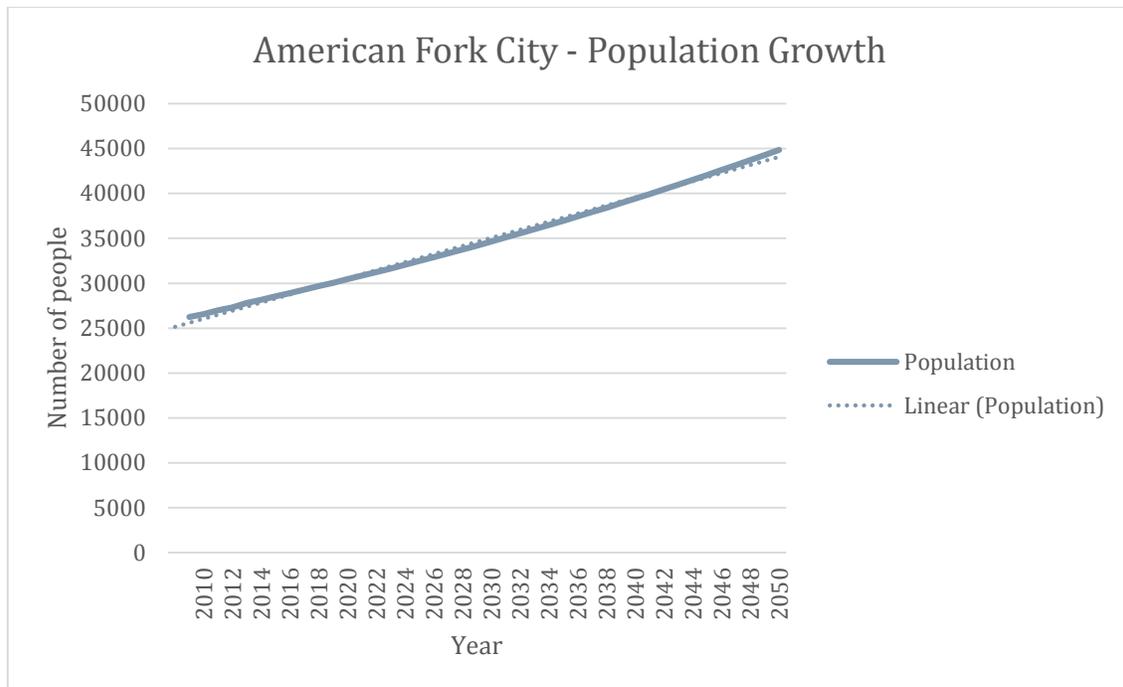
pressurized irrigation system. All of the 1 ½ inch and smaller meters have been replaced since 1991. Meter upgrades and replacement is an ongoing process throughout the City.

## CURRENT POPULATION AND WATER USE

As the City of American Fork continues to grow, the demand on culinary water will increase.

The current population of American Fork is estimated at 28,175. American Fork City is projected to grow at a rate of 1.30% percent as shown on Table 1:

Year	Population
2014	28,175
2020	30,445
2030	34,642
2040	39,419
2050	44,854



## 2014 WATER CONSERVATION AND MANAGEMENT PLAN

This growth will occur as existing farmlands and open spaces are developed into subdivisions and commercial developments. The projected numbers of connections in American Fork as shown in Table 2. These projections, taken from the City’s General Plan, are based on Equivalent Residential Connections (ERCs). One ERC is a water user who uses the equivalent water of one average residential home.

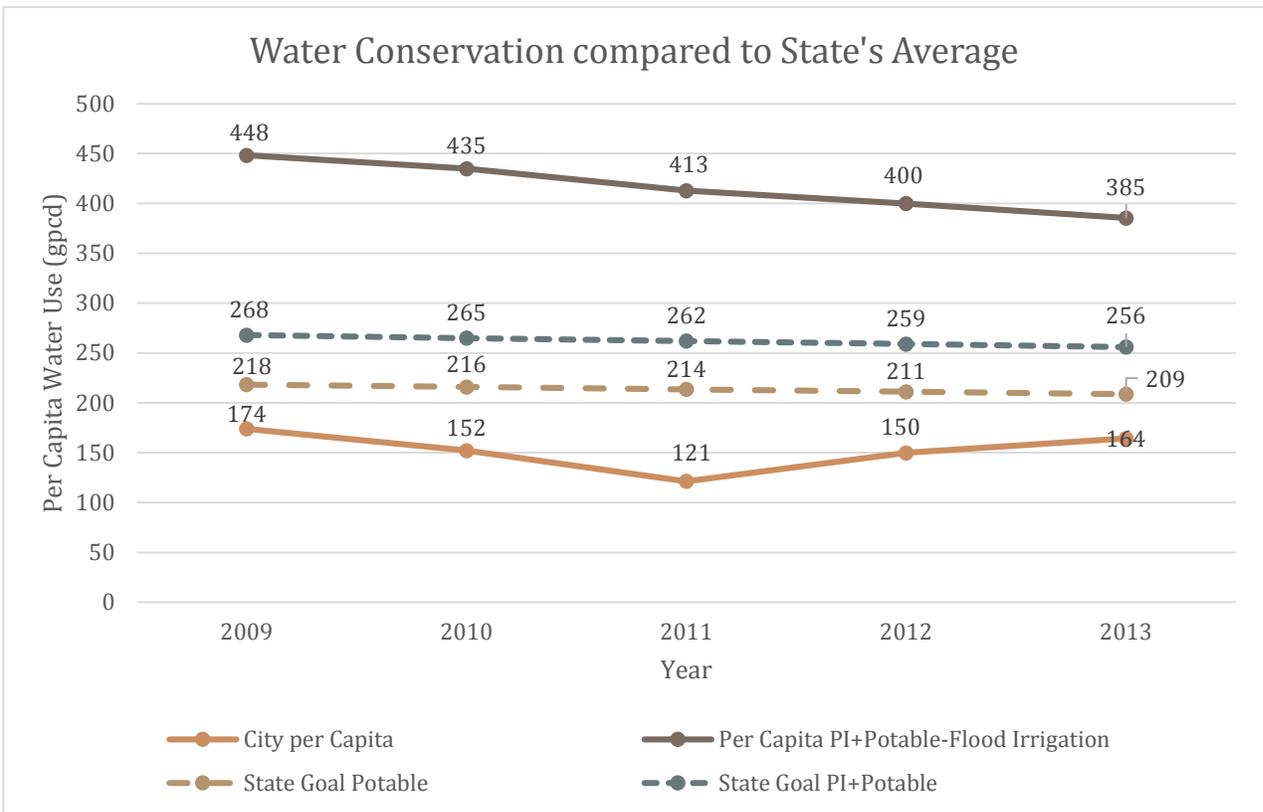
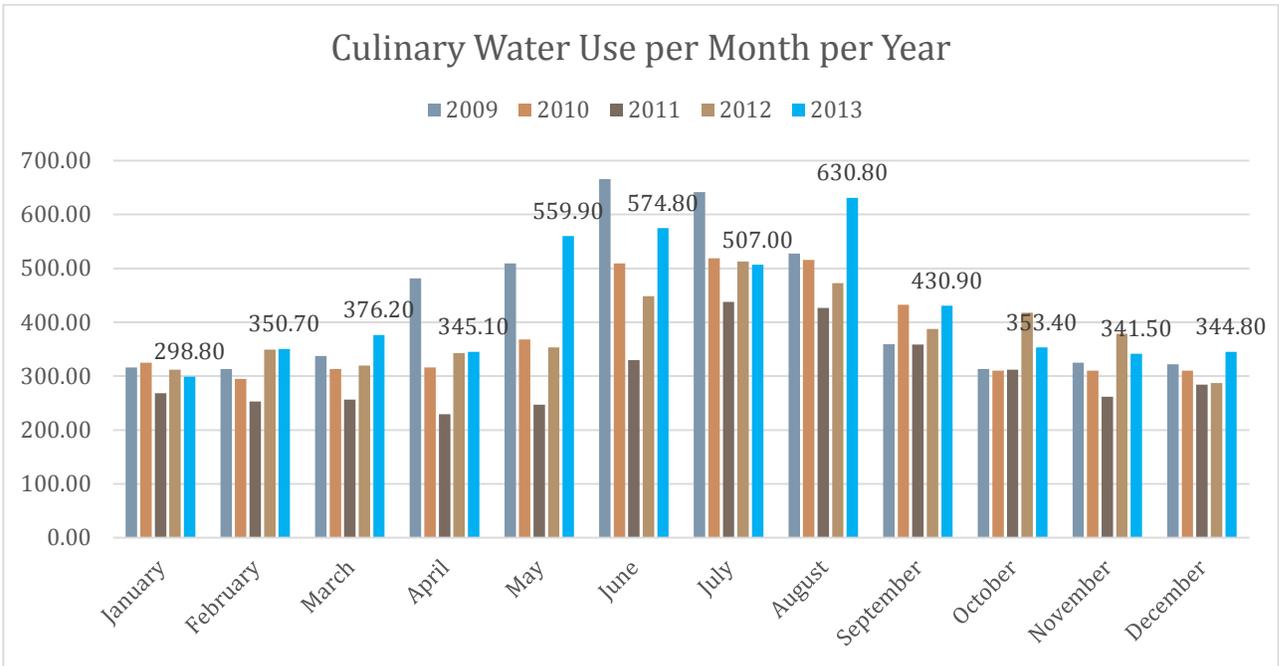
Year	Residential	Institutional	Commercial	Total
2015	8,996	1,751	6,449	17,196
2020	10,687	2,080	7,662	20,429
2025	12,402	2,414	10,078	26,872
2030	18,503	3,602	13,265	35,370

In 2013, the City of American Fork distributed 5,113.90 acre-feet of water. Table 3 shows the monthly and annual usage by residential, commercial, industrial and public users. Residential users used 69 percent of the total usage. Outdoor usage is estimated to have been approximately 60 percent of the total usage.

The 2013 total per capita usage was 164 gpd compared to 315 gpd per capita as estimated for the year 2008. This is a 48% reduction compared to 2008 water usage. The maximum water use occurred during the month of August with 630.80 acre-feet.

Month	Total Usage (acre-feet)
January	298.80
February	350.70
March	376.20
April	345.10
May	559.90
June	574.80
July	507.00
<b>August</b>	<b>630.80</b>
September	430.90
October	353.40
November	341.50
December	344.80
<b>Yearly Total:</b>	<b>5,113.90</b>

# 2014 WATER CONSERVATION AND MANAGEMENT PLAN



# 2014 WATER CONSERVATION AND MANAGEMENT PLAN

## CURRENT WATER SOURCE CAPACITY

The City’s operating water sources have a capacity of 27,600 acre-feet per year (2,300 acre-feet per month). Table 4 shows the sources and their capacities:

Source	Capacity (gpm)	Capacity (acre-feet)
J.C. Well	2,100	3,390
Hospital Well	2,000	3,230
Golf Course Well	2,900	4,680
Race Track Well	3,100	5,000
Boley Well	2,600	4,200
Country Club Well	2,800	4,520
American Fork Canyon Springs	1,600	2,580
<b>Total:</b>	<b>17,100</b>	<b>27,600</b>

## PROJECTED WATER USE AND WATER AVAILABILITY

Table 5 shows the projected annual and peak month water usage and the surplus water from existing sources. The surplus water source is the available water source in excess of demand. A water deficit results when the available source no longer exceeds demand. A deficit is indicated in Table 5 as a negative surplus.

Year	Annual Water Demand (acre-feet)	Surplus Source (acre-feet)
2015	17,196	13,461
2020	20,429	10,404
2025	23,707	3,893
<b>Ultimate</b>	<b>35,370</b>	<b>-7,770</b>

The projections shown on Table 5 indicate that American Fork’s existing water sources will not meet peak month demand at ultimate City build out. By that time, additional water source capacity will have to be developed, demand will have to be slowed by conservation, or water peak demand will not be met. The City is collecting data with the intent of analyzing if the recently adopted water rate structure reduces the annual demand and consequently reduces the deficit projected to happen during build-out condition.

# 2014 WATER CONSERVATION AND MANAGEMENT PLAN

An additional 7,770 acre-feet per year of capacity will be needed for build out. The City believes that the Warnick Well can supply 3,000 acre-feet per year once it is developed and upgraded.

## STORAGE CAPACITY

The City currently has a 14.5 MG of storage in three tanks. The Utah State Division of Drinking Water requires the following:

1. 400 gallons per connection plus
2. 2,528 gallons per irrigated acre storage.

Table 6 shows the current and projected storage requirements for the City, as calculated by the General Plan.

The projected drinking water storage requirement are based on implementation of the pressurized irrigation system. Because the pressurized irrigation system has separate storage capacity for irrigation use, the demands are not included in the projected drinking water system requirements.

TABLE 6: CURRENT AND PROJECTED STORAGE REQUIREMENTS		
Year	Storage Requirement (MG)	Surplus Storage Capacity (MG)
2015	7.4	7.1
2020	8.7	5.8
2025	10.0	4.5
<b>Ultimate</b>	<b>14.6</b>	<b>-0.1</b>

The City will not require additional storage until after 2025 to meet projected storage requirements.

## DISTRIBUTION SYSTEM CAPACITY

The City's General Plan identifies distribution system upsizing that would be necessary to distribute projected water demands and fire flows. The improvements include new trunk lines, upsizing main lines, and pressure reducing valves to improve pressures, water flow and velocities.

# 2014 WATER CONSERVATION AND MANAGEMENT PLAN

## CURRENT WATER RATES

The City's culinary water rates are shown in Table 7. These rates are designed to encourage use of the City's new pressurized irrigation system. The base rate is intended to provide for the indoor needs of an average family.

TABLE 7: AMERICAN FORK CULINARY WATER RATE SCHEDULE	
Residential Culinary Water Rates	
Gallons of Usage per Month	Rate
0,00 to 6,000	\$19.41
6,000 to 9,000	\$3.00
Above 9,000	\$4.20

Table 8 shows the culinary water rates for Commercial, Multi-Family, Industrial and Institutional land uses. Commercial, multi-family, industrial and institutional culinary water base rates and base allowances are assessed on a per a meter bases, not per unit.

TABLE 8: AMERICAN FORK CULINARY WATER RATE SCHEDULE	
Commercial, Multi-Family, Industrial and Institutional Water Rates	
Monthly Base Rate	Rate
¾ inch and smaller	\$22.53
1"	\$23.87
1 ½"	\$25.21
2"	\$28.90
3"	\$56.07
4"	\$66.13
6"	\$89.60
8"	\$116.43
10"	\$153.32
Block rates	
Base Allowance	
0 to 6,000 gallons per month	\$0.00
Block 2 Rate (\$/Kgal)	
6,000 to 9,000 gallons per month	\$2.65
Block 3 Rate (\$/Kgal)	
Above 9,000 gallons per month	\$3.07

# 2014 WATER CONSERVATION AND MANAGEMENT PLAN

The water rates for the pressurized irrigation water system are shown on table 9.

TABLE 9: AMERICAN FORK P.I. WATER RATE SCHEDULE	
Unmetered	Rate
Base rate (\$/ month)	\$19.41
Overage (\$/ month)	\$0.00259
Metered	
Base Allowance (\$/ month)	
0 to 8,000 gallons/ month	\$19.41
Block 2 Rate (\$/ Kgal)	
8,000 to 16,000 gallons/ month	\$1.74
Block 3 Rate (\$/ Kgal)	
Above 16,000 gallons/ month	\$4.60

The water rates are designed to increase in a small percentage per year and will be revised again during the 2016 fiscal budget year.

The City has adopted Resolution No: 2012-10-27R for the purpose of establishing fees charges for water and secondary irrigation water use. The collected data shows that the increase on the water rates is producing a reduction on water use per use.

The City has also adopted Resolution No: 2014-04-17R restricting the use of culinary and secondary water for outdoor activities. The Water Division has two staff members dedicated to the enforcement of this new restrictions. The collected data shows that the increase on the water rates is producing a reduction on water use per use.

## EXISTING WATER MANAGEMENT AND CONSERVATION PROGRAMS

American Fork City has consistently worked to improve the water system.

Recent improvements to the culinary water system have been made to source acquisition and protection, water rights, storage capacity, pressure zones, and metering.

The implementation of the pressurized irrigation system has reduced the demand on culinary water by up to 60 percent and conserve supplies of high quality drinking water for future uses.

The City of American Fork currently sends mailers with utility bills semiannually. The mailer inform water users about conservation measures and the importance of conservation.

## SECTION 4 – CONSERVATION VALUES AND GOALS

### THE VALUE OF CONSERVATION

Conservation provides value to a community by preserving water sources and reducing the size and number of system improvements, thus reducing system costs. However, the overall quality of life must also be maintained. American Fork has established vegetation throughout the community. The City has an unwritten conservation philosophy that “there is enough water to use, but not enough to waste.”

To set conservation levels, it is necessary to first identify reasonable water usage and compare it with actual or projected usage. Outdoor water use can provide the greatest conservation benefit. As previously stated, total culinary water system use is 5,114 gpd per capita.

### SECONDARY WATER SYSTEM VALUE

The construction of a secondary water system will conserve culinary water by using untreated water from existing irrigation canals and ditches currently use for outdoor irrigation. This will result in nearly 16,500 acre-feet per year of projected outdoor culinary water being conserved.

Much of the cost to install a secondary system will be offset by reduced capital improvement costs for the culinary system. Instead of enlarging the existing culinary system, its use would be restricted to indoor use only.

### CONSERVATION GOALS.

The City of American fork has set conservation goals based on the projected needs of the community and the system analysis. These goals will allow the City to deliver safe drinking water to all of its customers and help ensure long-term, low cost sustainability of the water system. The goals are the following:

1. Reduce annual per capita culinary use 50 percent by 2015
2. Fully implement the pressurized irrigation system and encourage residents to connect and efficiently use it.
3. Increase public’s awareness of water conservation.
4. Continue emergency planning for droughts and system failures such as broken mains, pump failure, or other losses of pressure or capacity.

## SECTION 5 – POTENTIAL WATER MANAGEMENT AND CONSERVATION OPTIONS

The City of American Fork has many opportunities and challenges to face as it pursues its conservation goals continuing growth. The water system must be managed to keep pace with the community for stable growth.

Conservation can be an effective management tool to reduce the impact of growth. Conservation increases the available capacity of a system with little or no capital investment. Saved water can be reallocated to new users. Several conservation programs have been identified to help meet future water needs. The alternatives were classified into four main categories:

1. System Operations, Repair and Maintenance Options
2. User Conservation Options
3. Regulatory and Rate Options
4. Behavioral and Educational Options

### SYSTEM OPERATION, REPAIR AND MAINTENANCE OPTIONS BMPs

#### ***Water Loss Budget BMP 1:***

American Fork currently compares supply and use annually. However, the next system loss is not tracked down from year to year. The City could develop a water budget for the water system.

By tracking the difference between the water delivered and the water used on a quarterly basis, it is possible to identify increasing system leakage and where conservation programs are needed. The source meters measure the total water delivered. The connection meters shows the water used. The sum of the connection meters measures the total water used. The amount of water lost through the system could then be calculated on a quarterly basis to determine if leaks are developing within the system.

#### ***Leak Detection System BMP 2:***

American Fork performs leak detection surveys with acoustical equipment periodically. Recent leaks detection surveys identified only small leaks that were difficult and costly to pinpoint and repair. Use methods consistent with American Water Works Association's *Water Audit and Leak Detection Guidebook*.

## ***System Repairs BMP 3:***

Several improvements have been made to the water system including securing supply and rights and increasing storage. However, much of the distribution piping is over 50 years old. Capital Improvement Plans include replacement of aging pipes. In most years, at least one well pump fails during peak demand. It is likely that the failure may be due to the prolonged use of the pumps. The pumps should be evaluated and fixed or be budgeted for replacement. The construction of the pressurized irrigation will reduce the usage of the pumps.

## ***Pressurized Irrigation System BMP 4:***

The construction of the pressurized irrigation has been completed and it is being implemented. Approximately 95% of the residents are connected to the PI system.

## ***Water Reuse BMP 5:***

The City could explore water reuse. A study of the City could be made to determine potential water sources and reuse sites, including City-wide use in the pressurized irrigation system. Possible reuse sources include groundwater drain water, treated municipal and industrial wastewater and storm drain runoff. Possible reuse sites include municipal parks, school yards, cemeteries and public building grounds. By reusing water, the City would be able to reduce the amount of water needed from springs and wells.

Prior to using recycled water, it is necessary to educate users. Many people are concerned about the possible health risks associated with previously used water. Reuse water must be restricted to irrigation so that drinking water or food contamination is not likely.

## ***Large Water Meter Replacement BMP 6:***

The large water meters are more than 10 years old (>1 ½ inch). It is likely that these meters are losing accuracy. Replacing these meters would improve the water budget and billing accuracy.

## ***Water Meter Change-Out Program BMP 7:***

A well develop method of keeping the water meters up-to-date would also keep water cost down. The typical meter age is 10 years. Over time, the meters wear out and their accuracy decreases. Systematic review and maintenance will reduce meter wear, increase meter life, and improve meter accuracy. When the meters eventually wear out, they should be replaced to keep the water measurements accurate. Also, advancements in meter technology

# 2014 WATER CONSERVATION AND MANAGEMENT PLAN

provide additional benefits such as automated alarms for apparent water leaks. In recent years, the City has replaced 7 percent of the meters per year.

## USER CONSERVATION OPTIONS

### ***Residential Leak Detection and Repair BMP 8:***

Residential users may not know how to test for leaks in their home. Leak detection instructions could be distributed with educational literature. Assistance could be provided for those requesting some help. Use methods consistent with American Water Works Association's *Water Audit and Leak Detection Guidebook*.

### ***Voluntary Water Audits BMP 9:***

City staff would advertise and perform water audits with residents to quantify how much water is being used by various tasks including watering yards, household use, etc. Once residents know how much water they are using and how much is necessary, it would be easier for them to conserve water. Use methods consistent with American Water Works Association's *Water Audit and Leak Detection Guidebook*.

### ***Water Efficient Fixtures and Appliances BMP 10:***

Current building codes require that water efficient fixtures be installed in new building. However, older sections of American Fork were fixtures be installed in new buildings. However, older sections of American Fork were developed before these codes were in place. The City could develop a budget to assist with the replacement of wasteful fixtures. Assistance may include rebates for replacing shower heads and toilets, discounts on efficient appliances or other measures that would help to compensate for the replacement cost.

## REGULATORY AND RATE OPTIONS

### ***Water Conservation Committee BMP 11:***

A Water Conservation Committee would likely be a five member committee with citizens and public officials including the Water Superintendent, Public Works Director, a Council Member and two more citizens. The committee would be responsible for distributing information to the public, receiving public comments, and making recommendations to the City Council regarding water conservation planning, regulations, and rates.

## ***Conservation Oriented Rate Structure BMP 12:***

A conservation oriented rate structure not only pays for the production and distribution of water, but also rewards users for reducing system demand and penalizes users for increasing demand. The City would need to study which rate would most fairly distribute the cost among the water users and promote conservation. Factors that may affect the rate structure include lot sizes, family size, land uses, housing density, water metering and economics.

## ***Review Enforcement of Existing Ordinances BMP 13:***

Prior to adopting new conservation ordinances, it is important to review existing ordinances and building codes and enforcement. The review will limit duplication and conflict with new ordinances. Regulation of multiple-family units, including accessory apartments, on single family parcels, may improve water use management.

## ***Shortage Management and Emergency Planning BMP 14:***

The City's shortage management and emergency plan limits public water use and restrict watering to week days during droughts. These measures are easy to enforce and can be very effective. The City also plans for system failures such as a main break, a pump failure, a well collapse, etc. with system improvements. The City's planned responses to these emergencies decrease water service interruptions.

## ***Conservation Incentives to Wholesale Users BMP 15:***

American Fork sells approximately 10 MG per month to Cedar Hills City. As with the residential users, it may be possible to provide incentive pricing to Cedar Hills City and other wholesale or large scale water users. It is also possible to limit the total of park supply to wholesale users.

## ***Water Efficient Landscape Practices BMP 16:***

Extensive research has been done in recent years to find ways to reduce landscape water use. The City could plant demonstration gardens around City buildings and prominent areas of parks so that citizens can see the beauty and effectiveness of water efficient landscape practices. These practices include selecting drought tolerant plants, shrubs, trees, efficient irrigation systems, and mulching.

The Division of Water Resources, in cooperation with USU Extension, Bureau of Reclamation, and numerous other water providers and interested agencies, has helped developed a water-wise plant tagging program to promote the use of native and other well-

adapted plans in Utah landscapes. The information can be downloaded from the following link: [www.waterwiseplant.utah.gov](http://www.waterwiseplant.utah.gov) .

## ***Water Rationing Policies BMP 17:***

The City uses water rationing for its drought emergency plan. As the City, and surrounding areas, continues to grow and become more crowded, the chances of implementing water rationing will rise. American Fork could strengthen its emergency response by developing inter-city agreements to share resources, materials, and personnel in emergencies.

## BEHAVIORAL AND EDUCATIONAL OPTIONS

### ***Public Conservation Education BMP 18:***

American Fork send educational mailers to its users. Continued education through the mail, advertising, schools, civic meetings, and Water Conservation Committee meetings could improve conservation by involving the public in its water conservation efforts. The City needs to develop additional methods of providing the public with information on water conservation. The Utah State Division of Water Resources and other agencies have already developed various pamphlets on water conservation.

Basic conservation information can be issued by:

1. Providing a conservation hotline and water saving surveys.
2. Providing funding for a public information campaign and program.
3. Providing information on low water use plants and efficient irrigation systems.
4. Providing information on water pricing improvements to reduce water consumption.
5. Providing information on system improvements.

### ***Improved Industrial and Commercial Processes BMP 19:***

American Fork could explore or provide funding for companies to explore new methods that have been developed to reduce the amount of water used in industrial and commercial processes. If some of these methods could be implemented in the City, new ordinances could be created that would require new and existing companies to provide water conserving processes.

### ***Peak use Reduction BMP 20:***

The demand for water is greatest during summer months. Encouraging evening, night, and early morning watering can reduce peak demand and overall water usage.

# 2014 WATER CONSERVATION AND MANAGEMENT PLAN

## SECTION 6 – EVALUATION OF CONSERVATION OPTIONS

The conservation options are evaluated in Table 9.

TABLE 9: CONSERVATION OPTIONS EVALUATIONS						
Alternative	BENEFIT	COST	PUBLIC VIEW	TIME	EFFORT	Total
<b>System O&amp;M and Repair Options</b>						
Water Loss Budget	4	1	2	3	2	12
Leak Detection System	7	3	2	3	3	18
Large Meter Replacement	3	1	2	3	3	12
System Repairs	1	2	2	3	3	11
Full Implementation of PI System	1	1	2	2	2	8
Water Reuse	4	4	5	4	5	22
<b>User Conservation Options</b>						
Water Leak Detection and Repair	3	2	4	2	2	13
Voluntary Water Audits	4	1	3	3	3	14
Efficient Fixtures and Appliances	6	2	4	2	2	16
<b>Regulatory and Rate Options</b>						
Water Conservation Committee	3	1	1	3	2	10
Efficient Landscaping Practices	3	1	2	3	3	12
Enforcement of Ordinances	3	2	4	2	2	13
Conservation Water Rate Structure	2	1	4	4	3	14
Shortage and Emergency Planning	8	2	3	1	1	15
Conservation Building Codes	5	2	4	3	2	16
Incentive to Wholesale Users	7	3	4	2	2	19
<b>Behavioral and Educational Options</b>						
Public Conservation Education	4	2	1	2	2	11
Peak Use Reduction	6	2	1	2	2	13
Improved Commercial Processes	8	2	2	3	3	18
Water Rationing Policies	8	2	3	3	3	19

## 2014 WATER CONSERVATION AND MANAGEMENT PLAN

Cost, public view, staff time and effort are rated from 1 to 5, with 1 being inexpensive and 5 being expensive.

Benefits are rated from 1 to 10, with 1 being a large benefit and 10 being a minimal benefit. The benefit of each option was weighed so that the option with maximum benefit to culinary water conservation would rank better. The options with lower totals are preferred.

# 2014 WATER CONSERVATION AND MANAGEMENT PLAN

## SECTION 7 – RECOMMENDED CONSERVATION PROGRAMS

Recommended water conservation programs have been selected based on highest ranked conservation options.

With the completion of the pressurized irrigation system, most of the City’s water conservation efforts will focus on its successful implementation over the next five years when they will be evaluated and amended as needed. Other programs will provide additional water conservation and provide information needed for updating the conservation plan in five years.

Programs recommended to be implemented over the next five years are summarized in Table 10. The table also lists water use reduction goals, implementation schedules and evaluation processes to measure progress.

Description	Goal	Deadline	Evaluation
System Repairs	Upgrade the culinary system by replacing older. Reduce water use to 150 gpd per capita	December 31, 2019	Collect data and calculate the use per capita per month and annually.
Enforcement of Existing Ordinances	The City has recently adopted an ordinance restricting the use of pressurized irrigation to certain days of the week.	December 31, 2019	Collect data and calculate the use per capita per month and annually and compared with State’s average use.
Water Conservation Committee	Organize a Water Conservation Committee and implement water conservation options.	December 31, 2015	Organize meetings at least quarterly and evaluate the water use and reductions based on implemented options.
Public Conservation Education	Distribute two water conservation newsletters per year with utility bills.	2014 until 2019	Document by using work orders the number of newsletters distributed per year.
Conservation Water Rate Structure	Implement the water rate structure adopted by the City Council. Update ordinance and rates during the 2016 fiscal year	December 31, 2016	Compare water consumption reduction versus water rates increases. Master plan the use of funds for system improvements.

# 2014 WATER CONSERVATION AND MANAGEMENT PLAN

## SECTION 8 – PREVIOUS WMCP EVALUATION

Table 11 shows an evaluation of the Water Management and Conservation Plan adopted in February 2010.

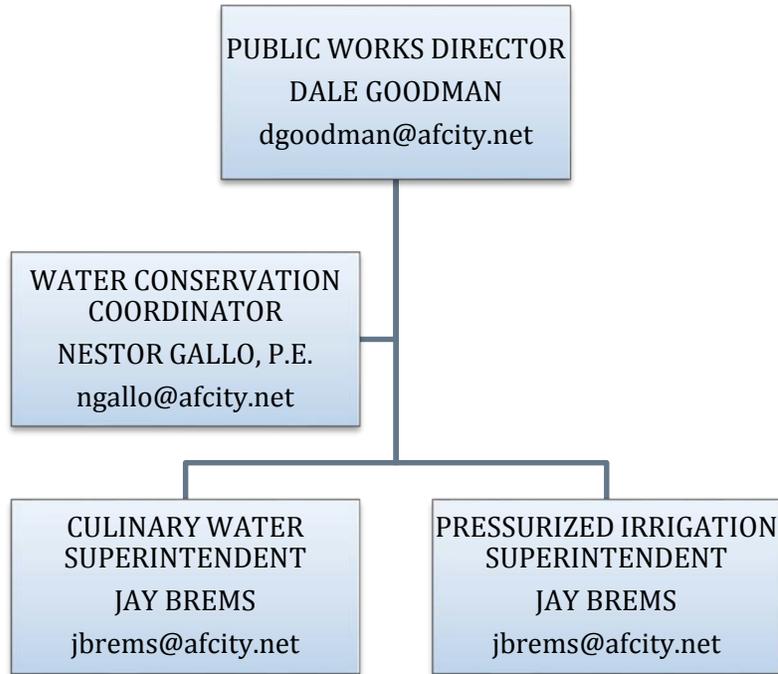
Description	Goal	Deadline	Evaluation
Full implementation of the pressurized irrigation system	Reduce per capita culinary water use by 50%. Current per capita use = 316 gpd, goal = 158 gpd	Achieve conservation goal by December 31, 2014.	Total annual culinary water use as measured by source meters, divided by 265, divided by current City population. <b>COMPLETED. Water consumption per capita = 164 gpd compared to 316 gpd (a 48% reduction)</b>
Water Loss Budget	N/A	December 31, 2014	N/A
Water Meter Change – Out Program	Change out 500 residential water meters per year	2010 – 2014	Number of meters replaced – 315 full meter/ transponder and 950 Orion transponder were replaced for a total of 1,265. <b>On going program.</b>
Public Conservation Education	Distribute two water conservation newsletters per year with utility bills.	2010 – 2014	Number of editions of newsletters distributed per year – <b>On going program</b>

Water users within the City of American Fork, whether commercial or residential customers, are invited to participate in city meetings and establishing priorities for conservation activities. Decisions made by the City regarding establishing conservation goals and priorities will attempt to reflect suggestions and comments offered by customers and interested parties.

Opportunities for public involvement and comment will be provided through public hearings as this plan is approved and as future updates to the plan are made.

# 2014 WATER CONSERVATION AND MANAGEMENT PLAN

## SECTION 9 –WATER MANAGEMENT AND CONSERVATION PLAN TEAM



## SECTION 10 – CONCLUSIONS

The City of American Fork is documenting its updated Water Management and Conservation Plan (WMCP) with this report. With recent construction of the pressurized irrigation, the culinary water system has adequate source, right, storage and distribution for the foreseeable future. Some additional water source and conservation measures will be needed to meet demand at total built out. The distribution system is aging and needs some repair. The implementation of the pressurized irrigation represents the best option for conservation of culinary water supplies.

The goals set on the 2010 Water Management and Conservation Plan resulted on a 48% reduction on water use. There is a high demand for irrigation water and the City is taking steps to reduce water waste and bring the amount of water per capita to a number that matches the state's average more closely.

The WMCP identifies and prioritizes several conservation options based on benefits, cost, and other factors. The recommended programs will be implemented in phases over the next five years.

# 2014 WATER CONSERVATION AND MANAGEMENT PLAN

## LIST OF CITY OFFICERS

Mayor	James H. Hadfield
Council Member	Carlton Bowen
Council Member	Brad Frost
Council Member	Robert Shelton
Council Member	Jeffrey Shorter
Council Member	Clark Taylor
Public Works Director	Dale Goodman
Water Division Superintendent	Jay Brems

## CERTIFICATION OF ADOPTION

We, \_\_\_\_\_, hereby certify that the attached Water Management and Conservation Plan has been established and adopted by our City Council on \_\_\_\_\_, 2014.

## REFERENCES

*American Fork City General Plan, Public Facilities and Services Element, 2010 Water Systems Component and Impact Fee Facility Plan*, Horrocks Engineers in conjunction with Franson Civil Engineers, May 2012.

George Shelley, *Early History of American Fork*.

Utah Division of Water Rights. Website: [www.nrwrtl.nr.state.ut.us](http://www.nrwrtl.nr.state.ut.us)

*Utah Water Conservation Plan Act*, Utah Code Annotated, Section 73-10-32.

**APPENDIX**



**REQUEST FOR COUNCIL ACTION**  
**CITY OF AMERICAN FORK**  
**October 28, 2014**

Department Public Works

Director Approval 

**AGENDA ITEM** Review and action adopting a Cooperative Agreement with the Utah Department of Transportation (UDOT) for further study regarding the Main Street Vision Plan.

**SUMMARY RECOMMENDATION** Staff recommends approval of the Agreement.

**BACKGROUND** The City of American Fork, Mountainland Association of Governments, and UDOT previously partnered on the Main Street Vision plan preparation. As the second step to the Main Street Vision, a detailed concept study will be conducted along US-89 at MP 347.73 to MP 348.81. This plan will allow the City and UDOT to arrive at specific designs for the Main Street aesthetics and branding elements. There will be a balance between the aesthetic and pedestrian environment and function as a major transportation artery. The two entities will each contribute \$25,000 toward the project. The City has already set aside these funds in preparation for the ultimate improvements to Main Street. It is proposed to use a portion of the funds for this study.

**BUDGET IMPACT** \$25,000

**SUGGESTED MOTION** Move to approve the Cooperative Agreement with the Utah Department of Transportation for the purpose of preparing a Concept Plan for a portion of the Main Street Vision Design on Main Street (US-89).

**SUPPORTING DOCUMENTS**

1. Cooperative Agreement
2. Main Street Vision Plan

**COOPERATIVE AGREEMENT**

**THIS COOPERATIVE AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as “**UDOT**,” and **AMERICAN FORK CITY**, a political subdivision of the of the State of Utah, hereinafter referred to as the “**CITY**”,

**RECITALS:**

**WHEREAS**, **UDOT** agrees to partner with the **CITY** for the cost of a Main Street Vision Design along US-89 in American Fork City, MP 347.73 – MP 348.81; and

**THIS COOPERATIVE AGREEMENT** is written to reimburse the **CITY** for the cost of the above noted Main Street Vision Design.

**NOW, THEREFORE**, it is agreed by and between the parties hereto as follows:

1. The **CITY**, or through its consultant, will perform the Main Street Vision Design for the portion of US-89 noted above.
2. The total cost to **UDOT** shall not exceed **\$25,000.00**.
3. **UDOT** agrees to reimburse the **CITY** for the cost of said work upon completion of said design. **CITY** agrees to provide the final documentation of the findings of the Main Street Vision Design prior to **UDOT** releasing payment.

**TOTAL ESTIMATED COST TO UDOT**  
**\$25,000.00**

4. The **CITY** with its regular engineering forces at the standard schedule of wages and working hours and in accordance with the terms of its agreement with such employees, or through qualified consultants with whom it has obtained contracts upon appropriate solicitation in accordance with the laws of the State of Utah, shall perform the necessary field and office engineering, perform the work covered by this Agreement.
5. Upon completion of said work, **CITY** shall provide to **UDOT** the findings of the traffic study. Upon **UDOT**'s acceptance of work, **CITY** shall submit to **UDOT** itemized invoices depicting the cost of said traffic study.
6. **UDOT** shall have the right to audit all cost records and accounts of the **CITY** pertaining to this project. For purpose of audit, the **CITY** is required to keep and maintain its records of work covered herein for a minimum of three (3) years after completion of the project.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written.

**ATTEST:**

**AMERICAN FORK CITY**, a political subdivision of the  
of the State of Utah

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

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

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

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

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

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

\*\*\*\*\*

**RECOMMENDED FOR APPROVAL: UTAH DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Region 3 Utilities and Railroads Leader

By: \_\_\_\_\_  
Region Director

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

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

**COMPTROLLER OFFICE**

By: \_\_\_\_\_  
Contract Administrator

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





**ANNEXATION AGREEMENT  
(Boley II Annexation)**

This Agreement, made and entered into this \_\_ day of \_\_\_\_\_2014, by and between The City of American Fork, Utah, a Utah Municipal Corporation (hereafter referred to as "City") and Melvin V. and Mary C. Frandsen Family, LLC and Mary Mel Land and Livestock LLC, (hereafter referred to as "Applicants"), is based on the following:

**RECITALS**

**WHEREAS**, Applicants are the owners of parcels of privately owned real property situated within the boundary of the Boley II Annexation, identified on Attachment 1 as the "Boley II Annexation Plat", which parcels are located within the unincorporated territory of Utah County, but contiguous to the corporate boundary of City, and which constitute all of the lands requesting annexation to the City under the Boley II Annexation. An application requesting the City to initiate proceedings for annexation of the territory within the Boley II Annexation, together with a map showing the area included within the annexation (hereafter referred to as "Annexation Area") has been submitted to City. A copy of the *Request to Initiate Annexation of Land Within an Island or Peninsula* (Attachment 2) and the appurtenant annexation plat (Attachment 1) are attached hereto; and

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

**WHEREAS**, in accordance with the provisions of UCA 10-2-418, the American Fork City Council has heretofore adopted Resolution No. 2014-07-31R indicating its intent to annex the entire Annexation Area. Further, notice of hearing regarding the proposed annexation has been published and the public hearing thereon held. No protests to the annexation have been received; and

**WHEREAS**, The City Council has determined that annexation of the real property described on Attachment 1 is in the best interest of City and has indicated an intent to: (1) enact an ordinance of annexation relating thereto, following approval of this Agreement by the City Council and execution by all parties, and (2) authorize the recording of the annexation plat at the office of the Utah County Recorder, subject to those certain understandings as are more fully set forth in this Agreement and completion of all outstanding tasks identified herein or otherwise required prior to annexation.

**TERMS AND CONDITIONS**

**NOW THEREFORE**, based on the above recitals and in consideration of the annexation of the territory described in Attachment 1 to City, the parties covenant and agree as follows:

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

**SECTION 2 -Annexation a benefit to Applicants.** Applicants and City acknowledge that City is not required to approve the annexation and that the terms and conditions of annexation, as set forth herein, are reasonable and entered into freely and voluntarily. Further, Applicants hereby acknowledge and agree that the benefit received from annexation of the property is equal to or greater than the requirements and conditions of annexation as set forth in this Agreement and the conditions of development as set forth under the terms of the City's Development Code, Sensitive Lands Ordinance and Impact Fee Ordinance and does not constitute a taking as defined pursuant to the terms of UCA 10-9a-103(6), 1953, as amended.

**SECTION 3 - Authority of Applicants.** Applicants hereby affirm that they are the current sole owners of the parcels and have complete authority to enter into this Agreement and to bind the property hereto.

**SECTION 4 - Compatibility with Land Use Plan and Initial Zone Classification.** The Land Use Element of the General Plan for the area shows the parcels located in the future Transit Oriented Development, Low Density Residential and Very Low Density Residential classifications. Applicant has proposed to develop the parcels as a residential development project. Applicant also acknowledges that higher densities may be allowed on portions of the annexation area upon approval of the zoning document for the TOD area. However, Applicant still wishes to zone the property according to the lower densities as noted on the City's Land Use Map, prior to the adoption of the TOD Area Plan. Accordingly, the City has determined that the initial zone classifications be the R-1-12,000 and R-1-20,000 zones. A map of the intended zone classifications is attached and made part of this agreement (Attachment 3).

**SECTION 5 – Annexation Concept Plan.** Applicant has submitted an Annexation Concept Plan (Attachment 4) showing the intended development within the Annexation Area as a single-family development consisting of detached homes. The proposed use and density of development are in general compliance with the terms of the Land Use Plan for the area and the proposed zone classifications. This finding of general compliance is conditioned upon the understanding that all future submittals will fully conform to the general design of the Annexation Concept Plan and the requirements of the R-1-12,000 and R-1-20,000 zones. However, Applicant hereby agrees that the City may require adjustments to the Annexation Concept Plan to conform to City Ordinances or the specific terms of an approved final subdivision plat.

**SECTION 6 – Property Taxes and Rollback Taxes to be Paid.** Applicants agree to pay any outstanding property taxes on the parcels; including any and all rollback taxes if the subject parcels are classified as "Greenbelt" with the Utah County Tax Assessor. These taxes and receipt of payment shall be required prior to City recording this Agreement.

**SECTION 7 - Conveyance of Water Right.** Current City annexation policies require that all signatories to the petition convey to City sufficient water right to meet the needs of the proposed development. Applicant has been working with the City in reviewing the amount of water that has been conveyed in the past, in order to more accurately determine what has been used and what is still banked with the City. Applicant has indicated an intent to meet any additional water

conveyance requirements. Based on the current City water conveyance policies and initial zone classifications, it is estimated that the amount of water right required will be approximately 157.02 acre feet. In the event that final development plans result in a conveyance requirement which is less than or exceeds the estimated amount, City retains the right to adjust the actual amount accordingly. Because of the uncertainty regarding the extent applicants existing water rights conveyance and the need to continue use of the water for agricultural purposes, the City agrees to allow a delay in the actual conveyance of water right until the time of development.

**SECTION 8 - Impact Fees.** No impact fees are required as a condition of annexation. However, nothing in this Agreement constitutes a waiver of any obligation that Applicants or any successor may have for the payment of impact fees required as a condition of connection to the City water and/or sewer systems or future development of the Annexation Area or any portion thereof. Applicants acknowledge that no development approval or building permit shall be issued until all applicable fees required by City ordinance have been paid at the amount then in effect.

**SECTION 9 – Sensitive Lands Overlay:** Applicants acknowledge that all or portions of the Annexation Area may have significant physical limitations for development and lie within the Sensitive Lands Overlay. Prior to approval of any development plan, Applicants agree to provide a geotechnical report and any other such studies as City deems appropriate to determine the suitability of the Annexation Area for development.

**SECTION 10 – Utility, Right-of-Way, Trail and Fill Easements to be Conveyed.** The City's Major Street Plan provides for the development of 200 South and the future 700 South as Major Collector Roadways. The City's Bicycle and Pedestrian Master Plan provides for the development of the slough located at the southern boundary of the annexation area as a Shared Use Path, and provides for a Cycle Track along 200 South. As a condition of annexation, Applicants hereby agree to convey to City the rights-of-way and associated utility, transportation, trail and slope easements as necessary for the widening of 200 South and the future 700 South in the locations shown on the street dedication map (Attachment 5). In addition, applicants hereby agree to convey to City trail easements for a future shared use path along the slough located at the southern boundary of the annexation area. Applicants shall have no obligation to construct any street right-of-way or trail improvements unless and until any improvement or development occurs on the parcels, subject to the provisions as outlined in the American Fork City Development Code Section 17.5.126 (Minimum Level of Improvements Required). Further, a copy of the deeds conveying title to the parcels required for the public road expansion and the associated easements are attached hereto (Attachment 6) and City hereby acknowledges receipt of the executed originals.

**SECTION 11 - Default.** Should any of the parties default in the performance of any of the terms of this Agreement, the parties shall first seek mediation to resolve any defaulting performance. The defaulting party shall pay all costs and expenses, including mediation fees and/or reasonable attorney's fee, which may arise from enforcing this Agreement, whether such remedy is pursued by mediation and/or filing suit or otherwise.

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

- a. If to City, to the City of American Fork, 51 East Main Street, American Fork, Utah 84003.
- b. If to Applicants, to Melvin V. and Mary C. Frandsen Family, LLC., 506 South 100 West, American Fork, Utah 84003.

**SECTION 13 - Entire Agreement.** This Agreement constitutes the entire agreement between the parties and may be changed only in writing signed by all parties, and this agreement shall bind the heirs, assigns and successors in interest of the respective parties.

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

MELVIN V. FRANDBSEN

\_\_\_\_\_

AMERICAN FORK CITY

\_\_\_\_\_  
Mayor

MARY FRANDBSEN

\_\_\_\_\_

ATTEST:

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

**CITY STAFF VERIFICATION OF AGREEMENT CONVEYANCES**

Andy Spencer, City Engineer

\_\_\_\_\_

Adam Olsen, Senior Planner

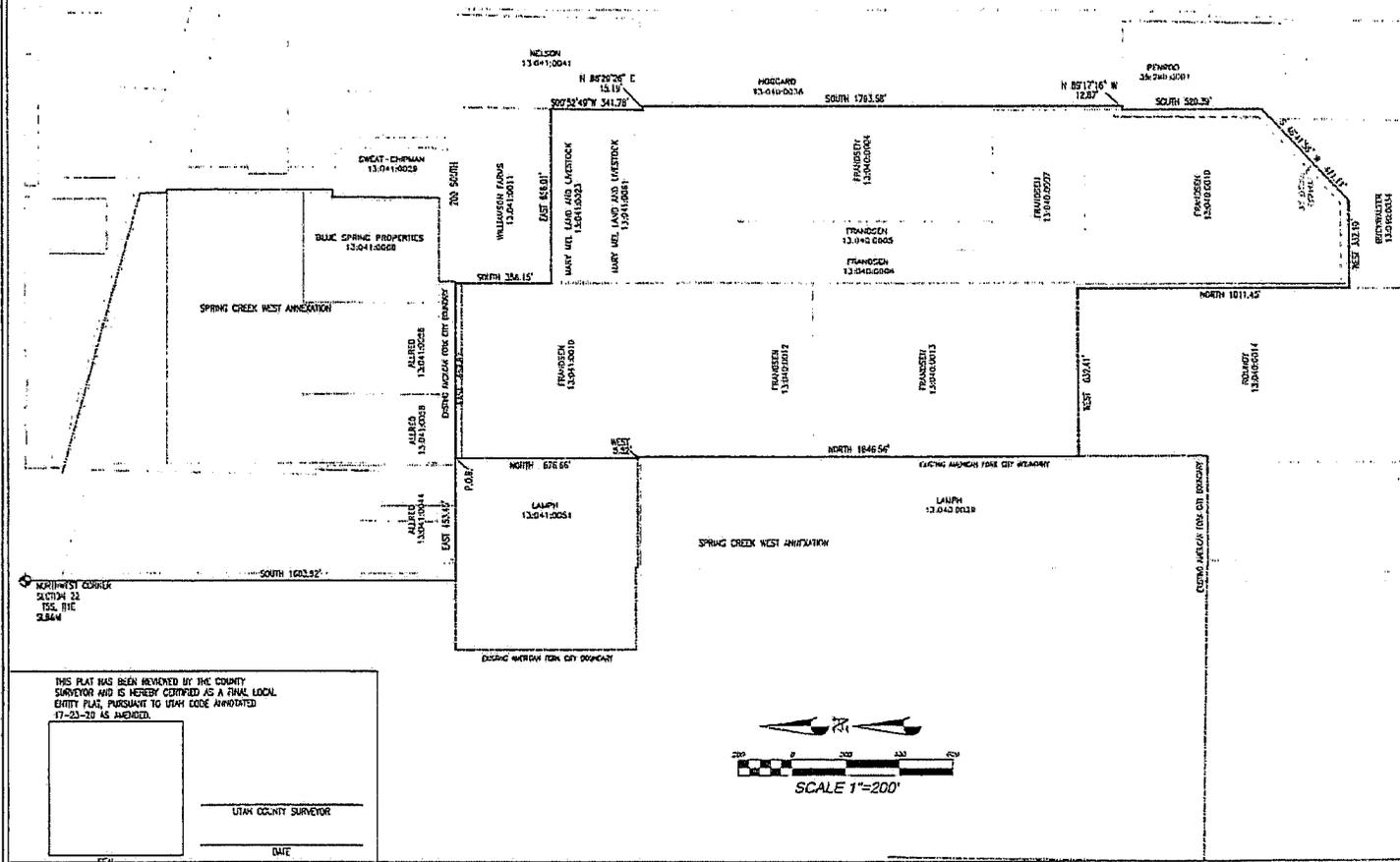
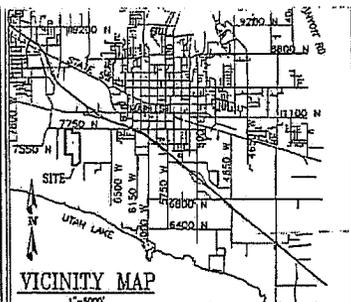
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## LIST OF ATTACHMENTS

- Attachment 1** Copy of Annexation Plat.
- Attachment 2** Copy of Request to Initiate Annexation.
- Attachment 3** Zone Classification Map
- Attachment 4** Annexation Concept Plan
- Attachment 5** Location of Utility, Right-of-Way, Trail and Fill Easements (**To Be Provided By Applicant**)
- Attachment 6** Copy of Deeds for Utility, Right-of-Way, Trail and Fill Easements for 570 West (**To Be Provided By Applicant**)

# ATTACHMENT 1

## EXHIBIT B



**SURVEYOR'S CERTIFICATE**

I DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. \_\_\_\_\_ AS PROVIDED BY THE STATE OF UTAH, AND THAT THIS IS A TRUE AND ACCURATE MAP OF THE TRACT OF LAND TO BE ANNEXED TO AMERICAN FORK CITY, UTAH COUNTY, UTAH.

**BOUNDARY DESCRIPTION**

BEGINNING AT A POINT ALONG THE ANNEXATION LINE OF THE SPRING CREEK WEST ANNEXATION 540 FEET BEING 525.11 FEET AND EAST 45.45 FEET FROM THE NORTHWEST CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN,

RUNNING THENCE ALONG SAID ANNEXATION LINE EAST 853.82 FEET; THENCE SOUTH 350.15 FEET; THENCE EAST 658.01 FEET; THENCE S 105°54'48" W 341.78 FEET; THENCE N 81°25'21" E 15.19 FEET; THENCE SOUTH 1731.58 FEET; THENCE N 88°17'16" W 13.57 FEET; THENCE SOUTH 500.28 FEET; THENCE S 45°41'50" W 471.11 FEET; THENCE WEST 332.10 FEET; THENCE NORTH 1011.45 FEET; THENCE WEST 632.41 FEET TO A POINT ALONG THE ANNEXATION LINE OF THE SPRING CREEK WEST ANNEXATION; THENCE ALONG SAID ANNEXATION LINE NORTH 1646.56 FEET; THENCE WEST 5.52 FEET; THENCE NORTH 676.66 FEET TO THE POINT OF BEGINNING.

ANNEXATION PARCEL CONTAINING 78.40 ACRES.  
BASIS OF BEARING UTAH STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE.

SURVEYOR \_\_\_\_\_  
DATE \_\_\_\_\_

**ACCEPTANCE BY LEGISLATIVE BODY**

WE, THE DULY ELECTED COUNCIL OF THE CITY OF AMERICAN FORK, UTAH, HAVE RECEIVED A REQUEST TO INITIATE PROCEDURES FOR THE ANNEXATION OF THE TRACT OF LAND SHOWN HEREON, WHICH TRACT CONSTITUTES A PORTION OF AN EXISTING TRACT OR TENEMENT WITHIN OR CONTIGUOUS TO THE CITY, AND DO HEREBY CERTIFY: (1) THE COUNCIL HAS ADOPTED A RESOLUTION SETTING FORTH ITS INTENT TO ANNEX THE TRACT, PROVIDED NOTICE AND CONDUCTED HEARINGS ON THE MATTER, AND ADOPTED AN ORDINANCE PROVIDING FOR THE ANNEXATION OF THE TRACT TO THE CITY, ALL IN ACCORDANCE WITH THE PROVISIONS OF SECTIONS 10-2-1 THROUGH 10-2-14 UTAH CODE ANNOTATED, AND (2) THAT THE COUNCIL DOES HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT OF LAND SHOWN HEREON AS A PART OF AMERICAN FORK CITY, TO BE KNOWN HEREAFTER AS THE BOLEY II ANNEXATION PLAT "A".

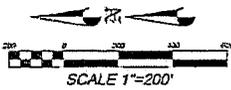
DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_

ATTEST: \_\_\_\_\_  
RECORDER

**ANNEXATION PLAT**

**BOLEY II ANNEXATION**  
AMERICAN FORK CITY

LOCATED IN SECTION 22  
TOWNSHIP 5 SOUTH, RANGE 1 EAST,  
SALT LAKE BASE AND MERIDIAN,  
UTAH COUNTY, UTAH  
SCALE: 1"=125'



THIS PLAT HAS BEEN REVIEWED BY THE COUNTY SURVEYOR AND IS HEREBY CERTIFIED AS A FINAL LOCAL ENTRY PLAT, PURSUANT TO UTAH CODE ANNOTATED 17-23-20 AS AMENDED.

UTAH COUNTY SURVEYOR \_\_\_\_\_  
DATE \_\_\_\_\_

## ATTACHMENT 2

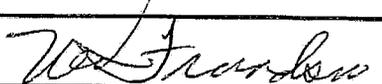
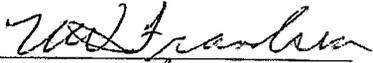
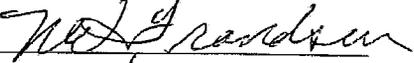
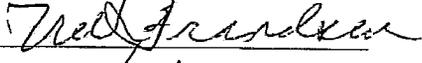
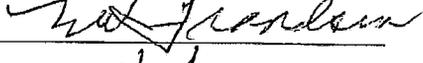
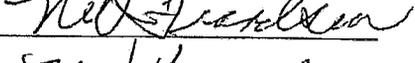
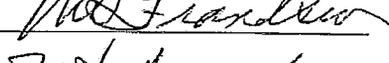
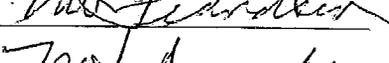
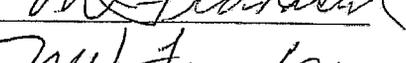
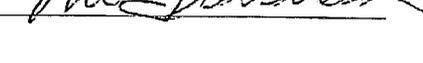
### REQUEST TO INITIATE ANNEXATION OF LAND WITHIN IN AN ISLAND OR PENINSULA

DATE: 04/07/2014

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

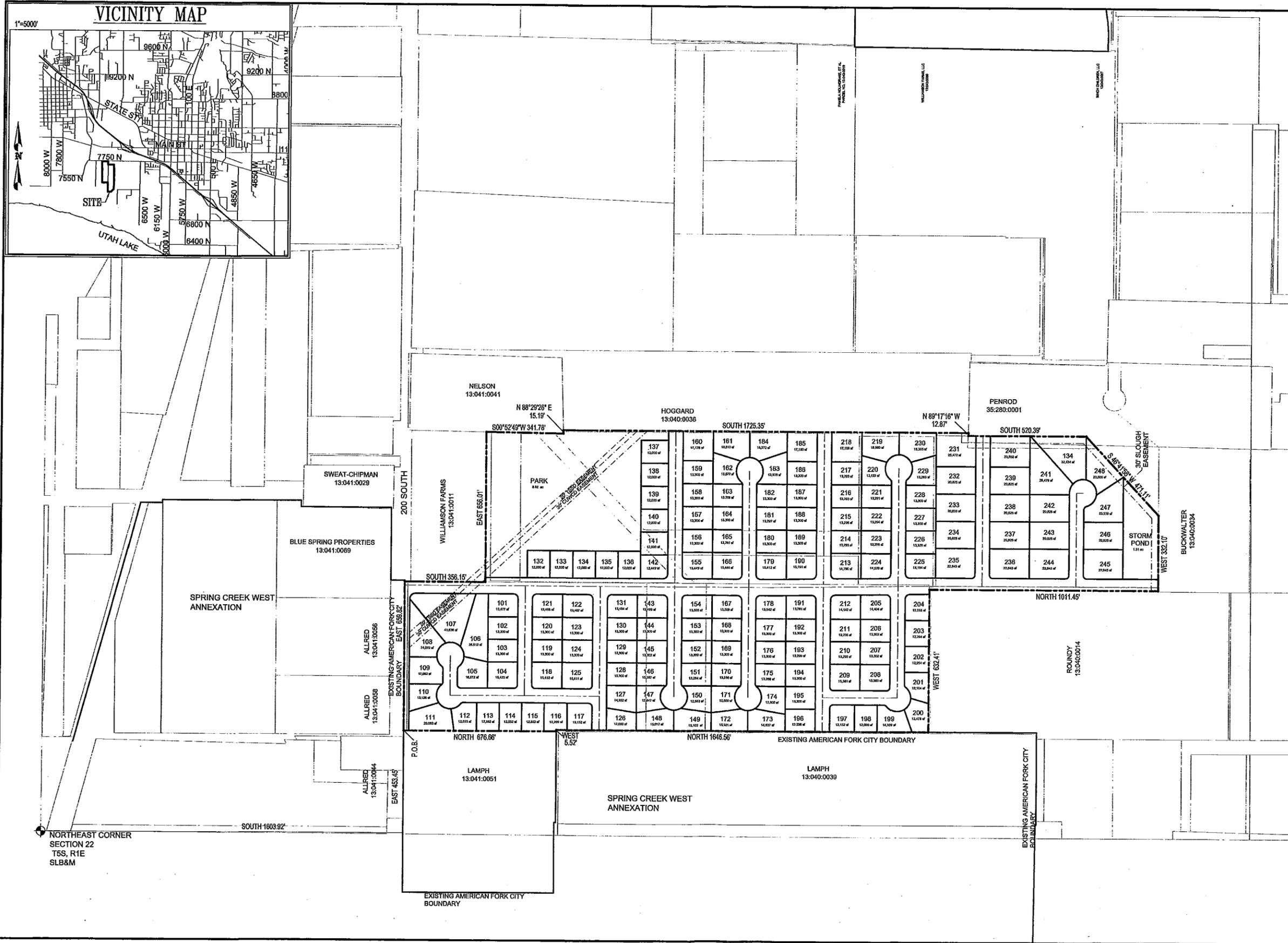
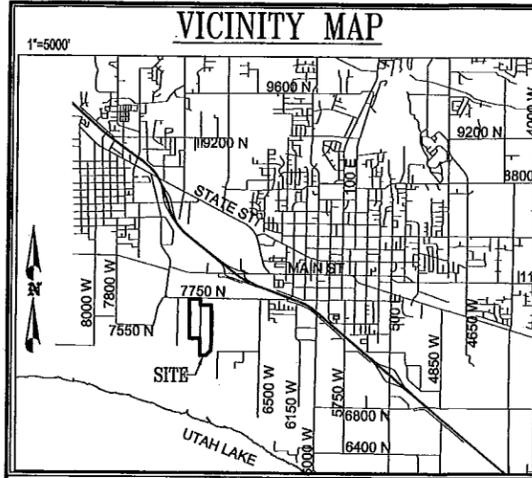
We hereby further acknowledge and affirm as follows:

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

Tax I.D. No.	Name(s) of Owner	Signature of Owner(s)
13:041:0010	Melvin V. & Mary C. Frandsen Family LLC	
13:040:0012	Melvin V. & Mary C. Frandsen Family LLC	
13:040:0013	Melvin V. & Mary C. Frandsen Family LLC	
13:040:0010	Melvin V. & Mary C. Frandsen Family LLC	
13:040:0007	Melvin V. & Mary C. Frandsen Family LLC	
13:040:0006	Melvin V. & Mary C. Frandsen Family LLC	
13:040:0005	Melvin V. & Mary C. Frandsen Family LLC	
13:040:0004	Melvin V. & Mary C. Frandsen Family LLC	
13:041:0061	Mary Mel Land & Livestock LLC	
13:041:0023	Mary Mel Land & Livestock LLC	



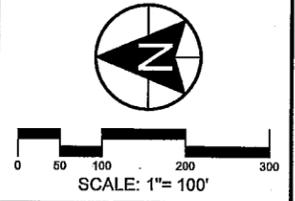
ATTACHMENT 4



DEVELOPMENT

# BOLEY ANNEXATION

DEVELOPER



**berg**  
 CIVIL ENGINEERING  
 11038 N Highland Blvd Suite 400  
 Highland UT, 84003  
 office (801) 492-1277  
 cell (801) 616-1677

PROJECT STATUS		SCALE
NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		

ACTION	DATE
CONCEPT	04/07/14

PROJECT

# BOLEY ANNEXATION

DESCRIPTION

## CONCEPT PLAN

SHEET NAME	SHEET NUMBER
COVER	C1

130400014.dwg/130400014.dwg

**Hearing, review and action on an annexation agreement for the Boley II Annexation, consisting of 79.40 acres located at approximately 200 South 800 West.**

The Boley II Annexation consists of 79.4 acres and is located south of 200 South at approximately 800 West. The northern portion of the annexation lies within the area slated for TOD (transit oriented development). As the property moves south, it transitions from TOD into Low Density Residential and, ultimately, Very Low Density Residential. Staff has discussed with the applicant the status of the TOD area; that the Council approved the Area Plan and now staff is working on a zoning document to guide development within the area. In addition, Engineering is undertaking studies for various utilities (water, sewer, etc.) and how the proposed densities as called out in the Area Plan will affect the delivery of services. For this reason, staff and the applicant have discussed placing the annexation area in a holding zone of RA-5 until the studies are complete and the zoning document is in place. This is reflected in the agreement.

Once the studies are complete, development may occur at higher densities on the northern portion of the annexation area and transition to lower densities toward the south.

**Potential Motion**

Mr. Chairman, I move that we recommend approval of the Boley II Annexation Agreement to the City Council.

284

285 5. Hearing, review and action on an annexation agreement for the Boley II Annexation,  
286 consisting of 79.40 acres located at approximately 200 South 800 West (8:15 p.m.)

287

288 Staff Presentation:

289 Adam Olsen stated the majority of this area is in the Transit Oriented Development (TOD) plan,  
290 which was recently approved by the City Council. Other master plans and the zoning  
291 documentation are being finalizing for the TOD plan. Therefore, staff recommends putting it in a  
292 holding zone until these TOD documents are finalized. Staff recommends it comes in under an  
293 RA-5 zone.

294

295 PUBLIC HEARING

296 No comments were made, and the public hearing was closed.

297

298 Applicant Presentation:

299 Bruce Frandsen stated there are four of them involved. Initially they were okay coming in as a  
300 holding zone but would now like to come in under the densities authorized for the area. They  
301 could be persuaded either way. Under a holding zone, they have nothing but a promise. Their  
302 history has been that the rewriting of the codes has not been the speediest process. The last one  
303 took 28 years. They would like three per acre and change it later when the TOD zone is finalized.

304

305 Adam Olsen stated the City has approved the land use plan for the TOD and staff is working on  
306 the text. It will not be far down the road. The three per acre is what the current Land Use Plan  
307 shows prior to adopting the TOD Plan. Anything other than a holding zone comes in with a  
308 concept plan and water rights. Engineering is reviewing the water rights on previous parcels the  
309 Frandsens have brought in along with this annexation. They did provide an initial concept plan  
310 that could be tied into this, but then they are entitled to develop at three units per acre when the  
311 TOD plan gives them much more. The holding zone gets them into the City. The concept plan  
312 could be added to the agreement, and the holding zone would be the R1-12,000 Zone.

313

314 Ken Berg stated with this annexation and many other tonight, the Frandsens are in a major  
315 planning push. The Frandsens are one of the largest land holders in the area. Their goals are to  
316 annex to the City, get zoning established, and provide water. They recognize the zone will  
317 change. Based on the length of a normal annexation, they would rather have this at the coat tails  
318 of planning the TOD and then finalize the zoning.

319

320 **MOTION: Nathan Schellenberg - To recommend approval of the Boley II Annexation**  
321 **Agreement to the City Council as an R1-12,000 Zone subject to the concept plan being**  
322 **included.** Seconded by Marie Adams.

323

324 Yes - Marie Adams  
325 Leonard Hight  
326 Nathan Schellenberg  
327 John Woffinden

Motion passes.

328



**ANNEXATION AGREEMENT  
(Duncan Annexation)**

This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_2014, by and between The City of American Fork, Utah, a Utah Municipal Corporation (hereafter referred to as "City") and Melvin V. and Mary C. Frandsen Family LLC (hereafter collectively referred to as "Applicant"), is based on the following:

**RECITALS**

**WHEREAS**, Applicant is the owner of parcels of privately owned real property situated within the boundary of the Duncan Annexation, identified on Attachment 1 as the " Annexation Plat", which parcels are located within the unincorporated territory of Utah County, but contiguous to the corporate boundary of City, and which constitute a portion of the lands requesting annexation to City under the Duncan Annexation. An application requesting the City to initiate proceedings for annexation of the territory within the Duncan Annexation together with a map showing the area included (hereafter referred to as "Annexation Area") has been submitted to City. A copy of the "Request to Initiate Annexation of Land Within an Island or Peninsula" (Attachment 2) and the appurtenant annexation plat for the annexation (Attachment 1) are attached hereto; and

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

**WHEREAS**, in accordance with the provisions of UCA 10-2-418, the American Fork City Council has heretofore adopted Resolution No. 2014-07-32R indicating its intent to annex the Annexation Area. Further, notice of hearing regarding the proposed annexation has been published and the public hearing thereon held. No other protests to the annexation have been received; and

**WHEREAS**, the City Council has determined that annexation of the real property described on Attachment 1 is in the best interest of City and has indicated an intent to: (1) enact an ordinance of annexation relating thereto, subsequent to the approval and execution of this Agreement, and (2) authorize the recording of the annexation plat and ordinance at the office of the Utah County Recorder, subject to those certain understandings as are more fully set forth in this Agreement and completion of all outstanding tasks identified herein or otherwise required prior to annexation.

**TERMS AND CONDITIONS**

**NOW THEREFORE**, based on the above recitals and in consideration of the annexation of the territory described in Attachment 1 to City, the parties covenant and agree as follows:

**SECTION 1 – Applicability of Agreement.** The real property to which the terms of this Agreement apply shall be the parcels of private property within the Annexation Area, identified on Attachment 1.

**SECTION 2 - Annexation a benefit to Applicant.** Applicant and City acknowledge that the City is not required to approve the annexation and that the terms and conditions of annexation, as set forth herein, are reasonable and entered into freely and voluntarily. Further, Applicant hereby acknowledges and agrees that the benefit received from annexation of the property is equal to or greater than the requirements and conditions of development as set forth in this Agreement and as required by the terms of City's Development Code, Impact Fee Ordinance and Sensitive Lands Ordinance and does not constitute a taking as defined pursuant to the terms of UCA 10-9a-103(6), 1953, as amended.

**SECTION 3 - Authority of Applicant.** Applicant hereby affirms that it is the current sole owner of the annexation parcels and has complete authority to enter into this Agreement and to bind the properties hereto.

**SECTION 4 - Compatibility with Land Use Plan and Initial Zone Classification.** The Land Use Element of the General Plan for the area shows the annexation parcels within the "Low Density Residential" designation. Applicant has proposed to develop the parcels as a residential development project in accordance with the terms of the zone requirements applicable to the Land Use Map designations. Accordingly, the City has determined that the initial zone classifications be the R-1-12,000 Zone. A map of the intended zone classification is attached and made part of this agreement (Attachment 3).

**SECTION 5 – Annexation Concept Plan.** Applicant has submitted an Annexation Concept Plan (Attachment 4) showing the intended development within the Annexation Area as a single-family development consisting of detached homes. The proposed use and density of development are in general compliance with the terms of the Land Use Plan for the area and the proposed zone classifications. This finding of general compliance is conditioned upon the understanding that all future submittals will fully conform to the general design of the Annexation Concept Plan and the requirements of the R-1-12,000 Zone. However, Applicant hereby agrees that the City may require adjustments to the Annexation Concept Plan to conform to City Ordinances or the specific terms of an approved final subdivision plat.

**SECTION 6 - Utility, Right-of-Way Trail and Fill Easements to be Conveyed.** The Annexation Area includes portions of 570 West which is essential to proper vehicular travel. 570 West is classified as a "Major Collector" in the City's Transportation Element of the General Plan. In addition, the Bike and Pedestrian Master Plan identifies a bike lane corridor and Side-Path along 570 West. Attachment 5 shows the locations of the utility, right-of-way and fill easements to be conveyed. As a condition of annexation, the Applicant agrees to convey or cause to be conveyed to the City, without cost, that portion of the Annexation Area intended for utility, right-of-way (including bike lane and side-path) and fill easements as set forth on Attachment 5. Copies of the description documents conveying said areas to the City is attached hereto (Attachment 6) and the City acknowledges receipt of the executed originals. City agrees to allow a delay in the construction of the widening of 570 West until the time of development of the annexation parcels.

**SECTION 7 - Conveyance of Water Right.** Current City annexation policies require that all signatories to the petition convey to City sufficient water right to meet the needs of the proposed development. Applicant has been working with the City in reviewing the amount of water that has been conveyed in the past, in order to more accurately determine what has been used and what is still banked with the City. Applicant has indicated an intent to meet any additional water conveyance requirements. Based on the current City water conveyance policies and initial zone classification, it is estimated that the amount of water right required will be approximately 37.03 acre feet. In the event that final development plans result in a conveyance requirement which is less than or exceeds the estimated amount, City retains the right to adjust the actual amount accordingly. Because of the uncertainty regarding the extent applicants existing water rights conveyance and the need to continue use of the water for agricultural purposes, the City agrees to allow a delay in the actual conveyance of water right until the time of development.

**SECTION 8 - Geotechnical and Wetland Delineation required.** City acknowledges that the purpose of the Annexation is to facilitate the subsequent development of the land primarily as a residential project. Applicant acknowledges that portions of the Annexation Area may have significant physical limitations for development including, but not necessarily limited to, high water table, wetlands and the presence of historic open drains (sloughs) which require the need for a detailed geotechnical report and wetlands delineation to determine suitability of the area for development. Prior to any request for development approval, Applicant agrees to provide a geotechnical study report and wetlands delineation covering the Annexation Area, identifying certain natural conditions, indicating any areas that may be unsuitable for development and providing recommendations for mitigation. City agrees to allow a delay in the time of preparation of the geotechnical study and wetlands delineation until the time of developmental plan submittal. All further submissions for development approval within the Annexation Area will incorporate impacts relating to natural condition identified in the geotechnical report and as set forth in the criteria for development as set forth in the Sensitive Lands Ordinance.

**SECTION 9 – Property Taxes and Rollback Taxes to be Paid.** Applicant agrees to pay any outstanding property taxes on the parcels; including any and all rollback taxes if the subject Annexation Area is classified as “Greenbelt” with the Utah County Tax Assessor. These taxes and receipt of payment shall be required prior to City recording this Agreement.

**SECTION 10 - Impact Fees.** No impact fees are required as a condition of annexation. However, nothing in this Agreement constitutes a waiver of any obligation that Applicant or any successor may have for the payment of impact fees required as a condition of development of the Annexation Area or any portion thereof. Applicant acknowledges that no development approval or building permit shall be issued until all applicable fees required by City ordinance have been paid at the amount then in effect.

**SECTION 11 - Default.** Should any of the parties default in the performance of any of the terms of this Agreement, the parties shall first seek mediation to resolve any defaulting performance. The defaulting party shall pay all costs and expenses, including mediation fees and/or reasonable attorney's fee, which may arise from enforcing this Agreement, whether such remedy is pursued by mediation and/or filing suit or otherwise.

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

- a. If to City, to the City of American Fork, 51 East Main Street, American Fork Utah, 84003.
- b. If to Applicant, to Melvin V. and Mary C. Frandsen, 506 South 100 West, American Fork Utah, 84003.

**SECTION 13 - Entire Agreement.** This Agreement constitutes the entire agreement between the parties and may be changed only in writing signed by all parties, and this agreement shall bind the heirs, assigns and successors in interest of the respective parties. If any party shall breach this Agreement, the other party shall be entitled to recover their attorneys fees and court costs in addition to other lawful damages resulting therefrom.

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

MELVIN V. FRANDBSEN

---

MARY C. FRANDBSEN

---

AMERICAN FORK CITY

---

Mayor

ATTEST:

---

City Recorder

**CITY STAFF VERIFICATION OF AGREEMENT CONVEYANCES**

Andy Spencer, City Engineer

Adam Olsen, Senior Planner

---

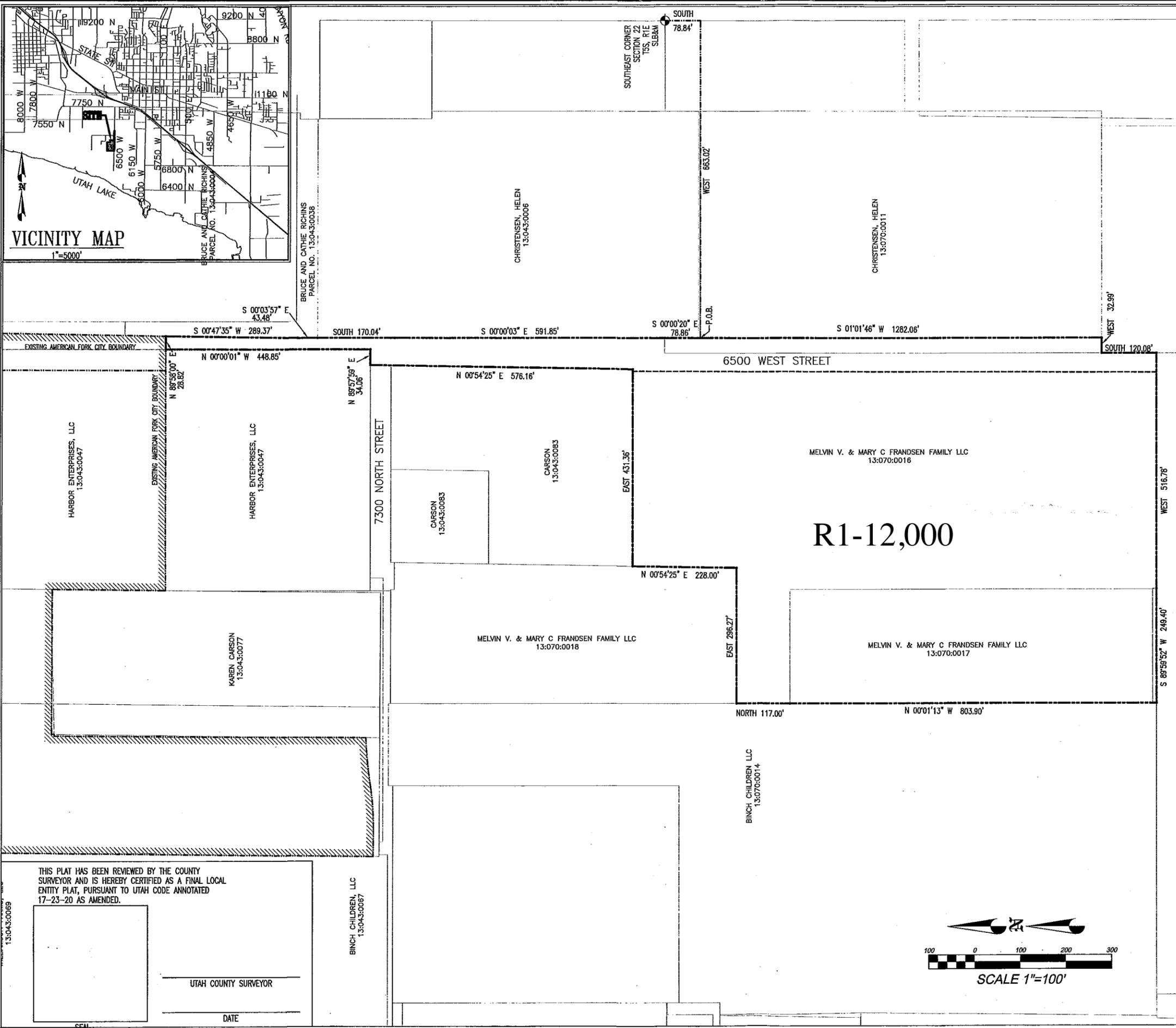
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## LIST OF ATTACHMENTS

- |                     |   |
|---------------------|---|
| <b>Attachment 1</b> | Copy of Annexation Plat   |
| <b>Attachment 2</b> | Copy of Request to Initiate Annexation  |
| <b>Attachment 3</b> | Zone Classification Map   |
| <b>Attachment 4</b> | Annexation Concept Plan   |
| <b>Attachment 5</b> | Location of Utility, Right-of-Way, Trail and Fill Easements ( <b>To Be Provided By Applicant</b> )                    |
| <b>Attachment 6</b> | Copy of Deeds for Utility, Right-of-Way, Trail and Fill Easements for 570 West ( <b>To Be Provided By Applicant</b> ) |







**SURVEYOR'S CERTIFICATE**  
 I DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. \_\_\_\_\_ AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, AND THAT THIS IS A TRUE AND ACCURATE MAP OF THE TRACT OF LAND TO BE ANNEXED TO AMERICAN FORK CITY, UTAH COUNTY, UTAH.

**BOUNDARY DESCRIPTION**  
 BEGINNING AT A POINT WHICH IS SOUTH 78.84 FEET AND WEST 663.02 FEET FROM THE SOUTHEAST CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;  
 RUNNING THENCE S 01°01'46" W 1282.06 FEET; THENCE WEST 32.99 FEET; THENCE SOUTH 120.08 FEET; THENCE WEST 516.78 FEET; THENCE S 89°59'52" W 249.40 FEET; THENCE N 00°01'13" W 803.90 FEET; THENCE NORTH 117.00 FEET; THENCE EAST 296.27 FEET; THENCE N 00°54'25" E 228.00 FEET; THENCE EAST 431.36 FEET; THENCE N 00°54'25" E 576.16 FEET; THENCE N 89°57'59" E 34.06 FEET; THENCE N 00°00'01" W 448.85 FEET TO A POINT ALONG THE SOUTH ANNEXATION LINE OF THE HARBOR ENTERPRISES ANNEXATION; THENCE ALONG SAID ANNEXATION LINE N 89°58'00" E 28.82 FEET; THENCE S 00°47'35" W 289.37 FEET; THENCE S 00°03'57" E 43.48 FEET; THENCE SOUTH 170.04 FEET; THENCE S 00°00'03" E 591.85 FEET; THENCE S 00°00'20" E 78.86 FEET TO THE POINT OF BEGINNING.  
 ANNEXATION PARCEL CONTAINING 20.54 ACRES.  
 BASIS OF BEARING: UTAH STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE.

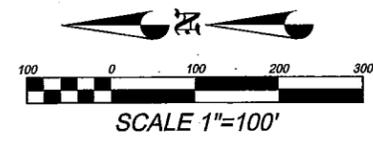
\_\_\_\_\_  
 SURVEYOR  
 \_\_\_\_\_  
 DATE

**ACCEPTANCE BY LEGISLATIVE BODY**  
 WE, THE DULY ELECTED COUNCIL OF THE CITY OF AMERICAN FORK, UTAH, HAVE RECEIVED A REQUEST TO INITIATE PROCEDURES FOR THE ANNEXATION OF THE TRACT OF LAND SHOWN HEREON, WHICH TRACT CONSTITUTES A PORTION OF AN EXISTING ISLAND OR PENINSULA WITHIN OR CONTIGUOUS TO THE CITY, AND DO HEREBY CERTIFY: (1) THE COUNCIL HAS ADOPTED A RESOLUTION SETTING FORTH ITS INTENT TO ANNEX THE TRACT, PROVIDED NOTICE AND CONDUCTED HEARINGS ON THE MATTER, AND ADOPTED AN ORDINANCE PROVIDING FOR THE ANNEXATION OF THE TRACT TO THE CITY; ALL IN ACCORDANCE WITH THE PROVISIONS OF SECTION 10-2-418 UTAH CODE ANNOTATED, AS AMENDED, AND (2) THAT THE COUNCIL DOES HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT OF LAND SHOWN HEREON AS A PART OF AMERICAN FORK CITY, TO BE KNOWN HEREAFTER AS THE DUNCAN ANNEXATION PLAT "A".

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 ATTEST: \_\_\_\_\_  
 RECORDER

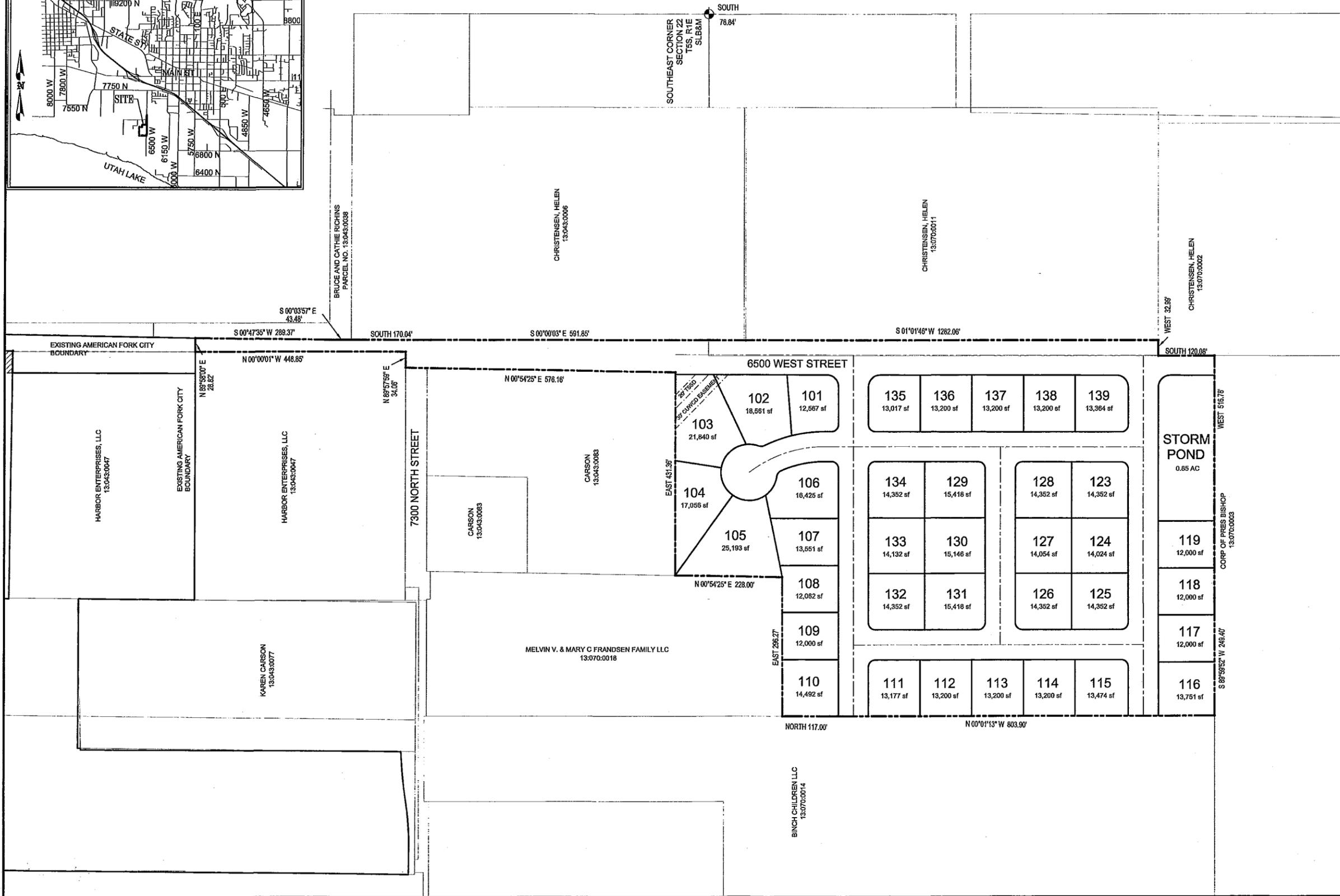
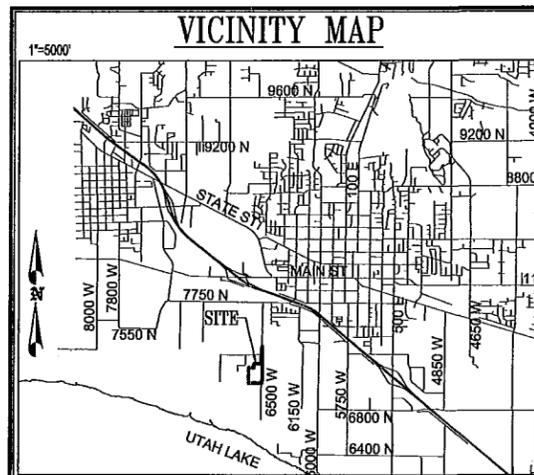
**ANNEXATION PLAT**  
**DUNCAN ANNEXATION**  
 AMERICAN FORK CITY  
 LOCATED IN SECTION 22  
 TOWNSHIP 5 SOUTH, RANGE 1 EAST,  
 SALT LAKE BASE AND MERIDIAN.  
 UTAH COUNTY, UTAH  
 SCALE: 1"=120'

THIS PLAT HAS BEEN REVIEWED BY THE COUNTY SURVEYOR AND IS HEREBY CERTIFIED AS A FINAL LOCAL ENTITY PLAT, PURSUANT TO UTAH CODE ANNOTATED 17-23-20 AS AMENDED.  
 \_\_\_\_\_  
 UTAH COUNTY SURVEYOR  
 \_\_\_\_\_  
 DATE



7 APR 2014

ATTACHMENT 4



DEVELOPMENT

# DUNCAN ANNEXATION

DEVELOPER

SCALE: 1" = 100'

**Berg**  
 CIVIL ENGINEERING  
 11038 N Highland Blvd Suite 400  
 Highland UT, 84003  
 office (801) 492-1277  
 cell (801) 618-1877

PROJECT STATUS		SEAL
NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		

ACTION	DATE
CONCEPT	04/07/14

PROJECT

## DUNCAN ANNEXATION

DESCRIPTION

### CONCEPT PLAN

SHEET NAME	SHEET NUMBER
COVER	C1

©2014 Frandsen-Duncan annexation-concept.dwg

**Hearing, review and action on an annexation agreement for the Duncan Annexation, consisting of 20.54 acres located at approximately 570 West 700 South.**

The Duncan Annexation consists of approximately 20.5 acres and is located on the west side of 570 West at approximately 700 South. Single-family residential is proposed for the site. The Land Use Plan calls for “Low Density Residential” (3 du/ac) in this area and the proposed zoning of R-1-12,000 reflects this designation. A concept plan is included with the annexation agreement outlining one potential development scenario in the R-1-12,000 Zone.

**Potential Motion**

Mr. Chairman, I move that we recommend approval of the Duncan Annexation Agreement to the City Council.

329 6. Hearing, review and action on an annexation agreement for the Duncan Annexation,  
330 consisting of 20.54 acres located at approximately 570 West 700 South (8:29 p.m.)  
331

332 Staff Presentation:

333 Adam Olsen stated the applicant is requesting to come in under the R1-12,000 Zone per the  
334 concept plan. The Land Use Plan designates this area as low density, which is three units per  
335 acre. Again the water rights are being studied so there is an approximation and an understanding  
336 where they are with other properties.

337  
338 PUBLIC HEARING

339 No comments were made, and the public hearing was closed.  
340

341 Bruce Frandsen stated they have full water rights on their properties. Howard Denney is working  
342 on the water rights from a previous memo by Rod Despain. The R1-12,000 states three per acre  
343 and you never get three per acre because of roads, etc. He read the Code tonight, and the R1-  
344 9,000 basically has the same verbiage for single-family homes. He wondered if they could get a  
345 recommendation for the R1-9,000 recognizing they can't get more than three per acre anyway. It  
346 is just a good time to bring the property into the City and development will come later.  
347

348 Adam Olsen stated he goes off the concept plan that shows 12,000 square-foot or larger lots.  
349 This also meets the Land Use Plan. There is also the PR-3 Zone that uses clustering. Based on  
350 the concept plan, it is a standard subdivision in the R1-12000 zone. Most of the R1-9,000 Zones  
351 are in the northern part of the City and net out to more than three units per acre or about 3.5. The  
352 PR zones allows flexible lots, but they have open space. Harbor Village is in the PR-3 Zone with  
353 varying lot sizes, and Lakeside has footprint lots with open space. The R1-12,000 guarantees it  
354 won't go over three per acre. The land use plan says low density. If the Commission is saying  
355 low density is now 3.5 or 4, then the R1-9,000 fits. The Commission could give it an R1-9,000  
356 and then say no more than 3 units per acre. The Commission could table it so the concept can be  
357 redone to meet the R1-9,000 Zone.  
358

359 Nathan Schellenberg doesn't want to give it an R1-9,000 Zone designation and then add another  
360 set of stipulations with it. It makes it hard to track.  
361

362 Bruce Frandsen would rather move forward with the R1-12,000 Zone and not table it.  
363

364 **MOTION: Marie Adams - To recommend approval of the Duncan Annexation Agreement**  
365 **to the City Council.** Seconded by Leonard Hight.  
366

367 Yes - Marie Adams  
368 Leonard Hight  
369 Nathan Schellenberg  
370 John Woffinden Motion passes.

371  
372 7. Hearing, review and action on a land use map amendment for approximately 5.5 acres  
373 from the very low density residential to the design commercial designation, located at  
374 approximately 75 West 1500 South (8:49 p.m.)  
375



**REQUEST FOR COUNCIL ACTION**  
**CITY OF AMERICAN FORK**  
**October 28, 2014**

Department \_\_\_\_\_ Planning \_\_\_\_\_

Director Approval \_\_\_\_\_ *Adrian Oh*

**AGENDA ITEM** Resolution approving a land use map amendment for approximately 5.5 acres from the very low density residential to the resort designation, located at approximately 75 West 1500 South.

**SUMMARY RECOMMENDATION** The planning commission recommended approval of a land use map amendment from the very low density residential to the resort designation as stated in the attached minutes of the October 8, 2014 planning commission meeting.

**BACKGROUND** This land use map amendment parallels the Pulley Annexation, which is also scheduled for this city council agenda, and proposes a change from the very low density residential to the resort designation as recommended by the planning commission at its 10/08/2014 regular session. The request for a land use map amendment was prompted by the presence of a TSSD lift station, the noise and other impacts of which are not conducive to a residential environment. For further analysis please refer to the attached resolution, staff report and planning commission minutes.

**BUDGET IMPACT** No direct budgetary impact is anticipated as a result of this approval.

**SUGGESTED MOTION** I move to adopt the resolution approving a land use map amendment for approximately 5.5 acres from the very low density residential to the resort designation, located at approximately 75 West 1500 South.

**SUPPORTING DOCUMENTS**

1. Resolution
2. Staff report
3. Planning commission meeting minutes, October 8, 2014

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AMENDING A PORTION OF THE LAND USE ELEMENT OF THE AMERICAN FORK GENERAL PLAN IN THE VICINITY OF 75 WEST 1500 SOUTH CONSISTING OF APPROXIMATELY 5.5 ACRES BE AMENDED FROM THE VERY LOW DENSITY RESIDENTIAL TO THE RESORT DESIGNATION**

**WHEREAS**, Section 10-9a-401(1), Utah Code Annotated, 1953, as amended, requires each municipality in the State of Utah to prepare and adopt a comprehensive, long range general plan for: (1) present and future needs of the municipality; and (2) growth and development of the land within the municipality; and

**WHEREAS**, Section 10-9a-403, Utah Code Annotated, 1953, as amended, recommends and describes the general content of each of the major elements typically included within a general plan including, but not limited to, a Land Use Element that designates the long term goals and the proposed extent, general distribution, and location of land for housing, business, industry agriculture, recreation, education, public buildings and grounds, open space and other categories of public and private uses of land; and

**WHEREAS**, Section 10-9a-403, Utah Code Annotated, 1953, as amended, anticipated that the Land Use Element will, from time to time, be amended and updated to reflect changes in condition or policy within the City; and

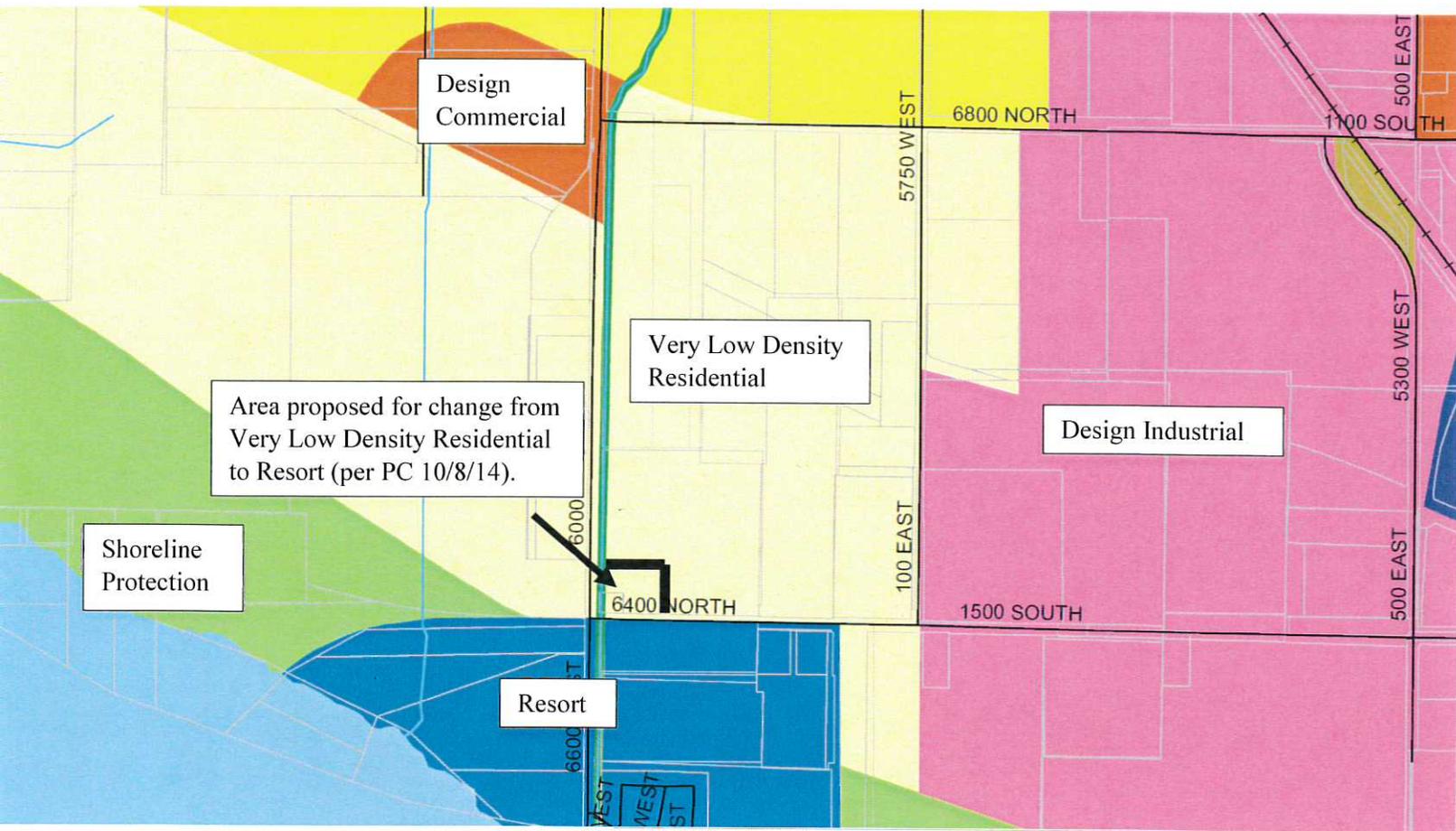
**WHEREAS**, the Planning Commission has reviewed the proposed amendment to the Land Use Element, advertised and held a public hearing thereon, duly considered the comments received at the hearing, and provided a negative recommendation regarding this request; and

**WHEREAS**, the City Council has received a positive recommendation from the Planning Commission, and has reviewed the request further, all in accordance with Utah State law.

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

**SECTION 1.** That certain map entitled AMERICAN FORK CITY - LAND USE PLAN is hereby amended to show that the land in the vicinity of 75 West 1500 South consisting of approximately 5.5 acres is designated Resort. Said change in designation is hereby adopted as an amendment to the Land Use Element of the General Plan of American Fork, Utah.

**SECTION 2.** The City Council hereby directs that the American Fork Land Use Plan Map be modified to incorporate the changes approved by this Resolution.



**SECTION 3.** It is the express intent of the City Council that said plan be followed, complied with, and otherwise adhered to.

**SECTION 4.** The Planning Commission and City Staff are hereby directed to recommend such ordinances and policies as recommend under the plan and deemed essential for its implementation.

**PASSED AND ADOPTED THIS 28 DAY OF OCTOBER, 2014.**

\_\_\_\_\_  
James H. Hadfield, Mayor

ATTEST:

\_\_\_\_\_  
Richard M. Colborn, City Recorder

AGENDA TOPIC: Hearing, review and action on a land use amendment for approximately 5.5 acres from the “Very Low Density Residential” designation to the “Design Commercial” designation, located at approximately 75 West 1500 South.

ACTION REQUESTED: Recommendation of approval.

BACKGROUND INFORMATION					
Location:		Approximately 75 West 1500 South			
Applicants:		Melvin V. and Mary C. Frandsen Family LLC.			
Existing Land Use:		Agriculture			
Proposed Land Use:		Commercial			
Surrounding Land Use:	North	Agriculture			
	South	Vacant			
	East	Agriculture			
	West	Agriculture			
Existing Zoning:		Residential Agriculture 5 (County)			
Proposed Zoning:		GC-2 (Planned Commercial)			
Surrounding Zoning:	North	Residential Agriculture 5 (County)			
	South	Residential Agriculture 5 (County)			
	East	Residential Agriculture 5 (County)			
	West	Residential Agriculture 5 (County)			
Land Use Plan Designation:		Very Low Density Residential (2 du/ac)			
Zoning within Growth Plan?		N/A	Yes	N/A	No

**PROJECT DESCRIPTION:**

A request for a recommendation of approval for a land use amendment for property located in the vicinity of 75 West 1500 South from Very Low Density Residential to Design Commercial.

Background

The area proposed for a Land Use Plan amendment consists of approximately 5.5 acres and is located at the southwest portion of the Frandsen property, at approximately 75 West 1500 South. The applicant is also requesting annexation and proposes to bring this area into the City under the GC-2 (Planned Commercial) Zone.

The reason for the amendment request is the location of a major lift station operated by TSSD (Timpanogos Special Service District), right at the corner of 100 West 1500 South. The station generates a fair amount of noise and the applicant felt that residential uses directly adjacent to the station are not conducive. Therefore, a request to amend the Land Use Plan for the area surrounding the lift station from Very Low Density Residential to Design Commercial is submitted.

Staff can support the requested amendment for the reason that the applicant has stated; in addition, the City has designated the area directly south of this area as "Resort" on the Land Use Map. A commercial use in the GC-2 (Planned Commercial) zone would act to support the marina facilities.

The Planning Commission has two options:

- recommend against the proposal from Very Low Density to Design Commercial, keeping the Very Low Density designation intact.
  
- recommend approval of the proposed amendment to Design Commercial.

Should the Planning Commission act to recommend denial of the proposed change, the annexation agreement (which is the following agenda item) may still move forward, but with a recommendation against the GC-2 Zone. Should the Planning Commission act to recommend approval of the proposed change, the agreement may run as presented.

#### POTENTIAL MOTIONS

Mr. Chairman, I move that we recommend approval of a land use map amendment in the area of 75 West 1500 South from the Very Low Density Residential designation to the Design Commercial designation.

Mr. Chairman, I move that we recommend denial of a land use map amendment in the area of 75 West 1500 South from the Very Low Density Residential designation to the Design Commercial designation.

329 6. Hearing, review and action on an annexation agreement for the Duncan Annexation,  
330 consisting of 20.54 acres located at approximately 570 West 700 South (8:29 p.m.)  
331

332 Staff Presentation:

333 Adam Olsen stated the applicant is requesting to come in under the R1-12,000 Zone per the  
334 concept plan. The Land Use Plan designates this area as low density, which is three units per  
335 acre. Again the water rights are being studied so there is an approximation and an understanding  
336 where they are with other properties.

337  
338 PUBLIC HEARING

339 No comments were made, and the public hearing was closed.  
340

341 Bruce Frandsen stated they have full water rights on their properties. Howard Denney is working  
342 on the water rights from a previous memo by Rod Despain. The R1-12,000 states three per acre  
343 and you never get three per acre because of roads, etc. He read the Code tonight, and the R1-  
344 9,000 basically has the same verbiage for single-family homes. He wondered if they could get a  
345 recommendation for the R1-9,000 recognizing they can't get more than three per acre anyway. It  
346 is just a good time to bring the property into the City and development will come later.  
347

348 Adam Olsen stated he goes off the concept plan that shows 12,000 square-foot or larger lots.  
349 This also meets the Land Use Plan. There is also the PR-3 Zone that uses clustering. Based on  
350 the concept plan, it is a standard subdivision in the R1-12000 zone. Most of the R1-9,000 Zones  
351 are in the northern part of the City and net out to more than three units per acre or about 3.5. The  
352 PR zones allows flexible lots, but they have open space. Harbor Village is in the PR-3 Zone with  
353 varying lot sizes, and Lakeside has footprint lots with open space. The R1-12,000 guarantees it  
354 won't go over three per acre. The land use plan says low density. If the Commission is saying  
355 low density is now 3.5 or 4, then the R1-9,000 fits. The Commission could give it an R1-9,000  
356 and then say no more than 3 units per acre. The Commission could table it so the concept can be  
357 redone to meet the R1-9,000 Zone.  
358

359 Nathan Schellenberg doesn't want to give it an R1-9,000 Zone designation and then add another  
360 set of stipulations with it. It makes it hard to track.  
361

362 Bruce Frandsen would rather move forward with the R1-12,000 Zone and not table it.  
363

364 **MOTION: Marie Adams - To recommend approval of the Duncan Annexation Agreement**  
365 **to the City Council.** Seconded by Leonard Hight.  
366

367 Yes - Marie Adams  
368 Leonard Hight  
369 Nathan Schellenberg  
370 John Woffinden Motion passes.  
371

372 7. Hearing, review and action on a land use map amendment for approximately 5.5 acres  
373 from the very low density residential to the design commercial designation, located at  
374 approximately 75 West 1500 South (8:49 p.m.)  
375

376 Staff Presentation:  
377 Adam Olsen stated this goes hand in hand with the next annexation. The request is to amend the  
378 Land Use Plan for the southwest portion of the annexation area. The reason is because there is a  
379 large lift station with Timpanogos Special Service District on the corner. They felt a commercial  
380 use would be a better buffer to that lift station. It is next to the marina or resort use. The resort  
381 use could also be extended, which the M-1 Zone. The M-1 Zone includes a number of  
382 commercial uses.

383  
384 PUBLIC HEARING

385 No comments were made, and the public hearing was closed.

386  
387 Commission Discussion:

388 Nathan Schellenberg stated he supports the M-1 Zone so there isn't an island of commercial  
389 zoning.

390

391 **MOTION: Marie Adams - To recommend approval of a land use map amendment in the**  
392 **area of 75 West 1500 South from the Very Low Density Residential designation to the**  
393 **resort designation.** Seconded by Leonard Hight.

394

395 Yes - Marie Adams  
396 Leonard Hight  
397 Nathan Schellenberg  
398 John Woffinden

Motion passes.

399

400 8. Hearing, review and action on an annexation agreement for the Pulley Annexation Plat A,  
401 consisting of 58.71 acres located at approximately 1100 South Harbor Road (8:55 p.m.)

402

403 Staff Presentation:

404 Adam Olsen stated this is the agreement for the previous use change. There are unique items  
405 with UDOT parcels with the Vineyard Connector and a linear park extending to Lehi. The area  
406 under the power lines is designated as a transfer of development rights ascending zone where the  
407 right are moved to other areas of the development. The GC-2 area would now be the M-1 Zone.  
408 Timpanogos Special Service District has requested that their small portion not be included so it  
409 will be removed.

410

411 PUBLIC HEARING

412 No comments were made, and the public hearing was closed.

413

414 **MOTION: Nathan Schellenberg - To recommend approval of the Pulley Annexation, Plat**  
415 **A, Agreement to the City Council subject to the General Commercial zone being changed**  
416 **to the M-1 Zone and the TSDD parcel being removed.** Seconded by Marie Adams.

417

418 Yes - Marie Adams  
419 Leonard Hight  
420 Nathan Schellenberg  
421 John Woffinden

Motion passes.

422



**ANNEXATION AGREEMENT  
(Pulley Annexation Plat A)**

This Agreement, made and entered into this \_\_\_ day of \_\_\_\_\_ 2014, by and between The City of American Fork, Utah, a Utah Municipal Corporation (hereafter referred to as "City") and Mary Mel Land and Livestock, LLC (hereafter collectively referred to as "Applicant"), is based on the following:

**RECITALS**

**WHEREAS**, Applicant is the owner of parcels of privately owned real property situated within the boundary of the Pulley Annexation Plat A, identified on Attachment 1 as the "Annexation Plat", which parcels are located within the unincorporated territory of Utah County, but contiguous to the corporate boundary of City, and which constitute a portion of the lands requesting annexation to City under the Pulley Annexation. An application requesting the City to initiate proceedings for annexation of the territory within the Pulley Annexation Plat A together with a map showing the area included (hereafter referred to as "Annexation Area") has been submitted to City. A copy of the "Request to Initiate Annexation of Land Within an Island or Peninsula" (Attachment 2) and the appurtenant annexation plat for the annexation (Attachment 1) are attached hereto; and

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

**WHEREAS**, in accordance with the provisions of UCA 10-2-418, the American Fork City Council has heretofore adopted Resolution No. 2014-07-30R indicating its intent to annex the Annexation Area. Further, notice of hearing regarding the proposed annexation has been published and the public hearing thereon held. Timpanogos Special Service District wishes to withdraw from the annexation and the annexation plat shall be amended to reflect as such. No other protests to the annexation have been received; and

**WHEREAS**, the City Council has determined that annexation of the real property described on Attachment 1 is in the best interest of City and has indicated an intent to: (1) enact an ordinance of annexation relating thereto, subsequent to the approval and execution of this Agreement, and (2) authorize the recording of the annexation plat and ordinance at the office of the Utah County Recorder, subject to those certain understandings as are more fully set forth in this Agreement and completion of all outstanding tasks identified herein or otherwise required prior to annexation.

## **TERMS AND CONDITIONS**

**NOW THEREFORE**, based on the above recitals and in consideration of the annexation of the territory described in Attachment 1 to City, the parties covenant and agree as follows:

**SECTION 1 – Applicability of Agreement.** The real property to which the terms of this Agreement apply shall be the parcels of private property within the Annexation Area, identified on Attachment 1.

**SECTION 2 - Annexation a benefit to Applicant.** Applicant and City acknowledge that the City is not required to approve the annexation and that the terms and conditions of annexation, as set forth herein, are reasonable and entered into freely and voluntarily. Further, Applicant hereby acknowledges and agrees that the benefit received from annexation of the property is equal to or greater than the requirements and conditions of development as set forth in this Agreement and as required by the terms of City's Development Code, Impact Fee Ordinance and Sensitive Lands Ordinance and does not constitute a taking as defined pursuant to the terms of UCA 10-9a-103(6), 1953, as amended.

**SECTION 3 - Authority of Applicant.** Applicant hereby affirms that it is the current sole owner of the annexation parcels and has complete authority to enter into this Agreement and to bind the properties hereto.

**SECTION 4 - Compatibility with Land Use Plan and Initial Zone Classification.** The Land Use Element of the General Plan for the area shows the annexation parcels within the “Very Low Density Residential” designation. Applicant intends to proceed concurrently with a request to amend the Land Use Map on a portion designated as “Very Low Density”; requesting an amendment to the “Design Commercial” designation. Applicant has proposed to develop the parcels as a residential development project and planned commercial project in accordance with the terms of the zone requirements applicable to the Land Use Map designations. Accordingly, the City has determined that the initial zone classifications be the R-1-20,000 Zone, M-1 (Marina) Zone and PF (Public Facilities) Zone. A map of the intended zone classifications is attached and made part of this agreement (Attachment 3).

**SECTION 5 – Annexation Concept Plan.** Applicant has submitted an Annexation Concept Plan (Attachment 4) showing the intended development within the Annexation Area as: (1) a single-family development consisting of detached homes, (2) a planned commercial development parcel, (3) a city park area, and (4) UDOT properties which will house the future Vineyard Connector. The proposed uses and density of development are in general compliance with the terms of the Land Use Plan for the area and the proposed zone classifications. This finding of general compliance is conditioned upon the understanding that all future submittals will fully conform to the general design of the Annexation Concept Plan and the requirements of the R-1-20,000 Zone, M-1 Zone and PF Zone. However, Applicant hereby agrees that the City may require adjustments to the Annexation Concept Plan to conform to City Ordinances or the specific terms of an approved final subdivision plat.

**SECTION 6 - Utility, Right-of-Way and Fill Easements to be Conveyed.** The Annexation Area includes portions of 100 West, 1100 South, and 1500 South which are essential to proper vehicular travel. 100 West, 1100 South and 1500 South are all classified as “Major Collectors” in the City’s Transportation Element of the General Plan. In addition, the Bike and Pedestrian Master Plan identifies a bike lane corridor and Shared Use path adjacent to the river along the east side 100 West, a buffered bike lane and Side-Path along 1100 South and a bike lane along 1500 South. Attachment 5 shows the locations of the utility, right-of-way and fill easements to be conveyed. As a condition of annexation, the Applicant agrees to convey or cause to be conveyed to the City, without cost, those portions of the Annexation Area intended for utility, right-of-way (including bike lane, side-path and shared use path areas) and fill easements as set forth on Attachment 5. Copies of the description documents conveying said areas to the City is attached hereto (Attachment 6) and the City acknowledges receipt of the executed originals. City agrees to allow a delay in the construction of the widening of 100 West, 1100 South and 1500 South streets until the time of development of the annexation parcels.

**SECTION 7 - Vineyard Connector.** UDOT has purchased property within the Annexation Area for the future Vineyard Connector. The City acknowledges that the Vineyard Connector is to be constructed by UDOT and that no conveyance of right of-way for that road is required as a condition of annexation. The City acknowledges that it has been notified by UDOT that the Vineyard Connector is a priority corridor. This notification requires the City to provide UDOT a 45 day written notice prior to formalizing any action within or affecting the intended right-of-way corridor. Pursuant to this notification, the City has provided UDOT with notification of pending annexation. UDOT has responded that it is not in opposition to the annexation.

**SECTION 8 - Transfer of Development Rights.** Pursuant to Section 17.4.605 of the Development Code, City does hereby agree to establish a TDR Eligibility Map for the Parcels. As set forth on Attachment 3, those portions of the parcels lying within the area designated as “City Park” south of the defined right of way for the Vineyard Connector TDR-S (Transfer of Development Rights Overlay Zone - Sending Zone). The number of development rights applicable to this TDR- S is uncertain, but is to be determined at the time of the initial request for development based at the rate of two dwelling units per acre, as designated by the City’s Land Use Plan. City agrees to allow use of the Dwelling Unit Credit on any of the Parcels located within the Annexation Area lying outside of the areas labeled as “City Park” or “UDOT” on Attachment 3, subject to the applicable terms of Section 17.4.605 (Transfer of Development Rights Overlay Zone) and to designate the areas in which the Dwelling Credits are applied as a TDR-Receiving Zone (TDR-R).

**SECTION 9 - Conveyance of Water Right.** Current City annexation policies require that all signatories to the petition convey to City sufficient water right to meet the needs of the proposed development. Applicant has been working with the City in reviewing the amount of water that has been conveyed in the past, in order to more accurately determine what has been used and what is still banked with the City. Applicant has indicated a willingness to meet any additional water conveyance requirements. Based on the current City water conveyance policies and initial zone classification, it is estimated that the amount of water right required will be approximately 79.1 acre feet for the residential portion of the development. Water rights

conveyance for the commercial portion will be calculated at the time of development. In the event that final development plans result in a conveyance requirement which is less than or exceeds the estimated amount, City retains the right to adjust the actual amount accordingly. Because of the uncertainty regarding the extent applicants existing water rights conveyance and the need to continue use of the water for agricultural purposes, the City agrees to allow a delay in the actual conveyance of water right until the time of development.

**SECTION 10 - Geotechnical and Wetland Delineation required.** City acknowledges that the purpose of the Annexation is to facilitate the subsequent development of the land primarily as a residential project, with a smaller commercial component in the southwest corner. Applicant acknowledges that portions of the Annexation Area may have significant physical limitations for development including, but not necessarily limited to, high water table, wetlands and the presence of historic open drains (sloughs) which require the need for a detailed geotechnical report and wetlands delineation to determine suitability of the area for development. Prior to any request for development approval, Applicant agrees to provide a geotechnical study report and wetlands delineation covering the Annexation Area, identifying certain natural conditions, indicating any areas that may be unsuitable for development and providing recommendations for mitigation. City agrees to allow a delay in the time of preparation of the geotechnical study and wetlands delineation until the time of developmental plan submittal. All further submissions for development approval within the Annexation Area will incorporate impacts relating to natural condition identified in the geotechnical report and as set forth in the criteria for development as set forth in the Sensitive Lands Ordinance.

**SECTION 11 – Property Taxes and Rollback Taxes to be Paid.** Applicant agrees to pay any outstanding property taxes on the parcels; including any and all rollback taxes if the subject Annexation Area is classified as “Greenbelt” with the Utah County Tax Assessor. These taxes and receipt of payment shall be required prior to City recording this Agreement.

**SECTION 12 - Impact Fees.** No impact fees are required as a condition of annexation. However, nothing in this Agreement constitutes a waiver of any obligation that Applicant or any successor may have for the payment of impact fees required as a condition of development of the Annexation Area or any portion thereof. Applicant acknowledges that no development approval or building permit shall be issued until all applicable fees required by City ordinance have been paid at the amount then in effect.

**SECTION 13 - Default.** Should any of the parties default in the performance of any of the terms of this Agreement, the parties shall first seek mediation to resolve any defaulting performance. The defaulting party shall pay all costs and expenses, including mediation fees and/or reasonable attorney's fee, which may arise from enforcing this Agreement, whether such remedy is pursued by mediation and/or filing suit or otherwise.

**SECTION 14 - Notice.** Any Notice to be given hereunder shall be given by certified mail, return receipt requested, addressed as follows:

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

- b. If to Applicant, to Mary Mel Land and Livestock, LLC., 506 South 100 West, American Fork City, Utah 84003.

**SECTION 15 - Entire Agreement.** This Agreement constitutes the entire agreement between the parties and may be changed only in writing signed by all parties, and this agreement shall bind the heirs, assigns and successors in interest of the respective parties. If any party shall breach this Agreement, the other party shall be entitled to recover their attorneys fees and court costs in addition to other lawful damages resulting therefrom.

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

MARY MEL LAND AND LIVESTOCK, LLC.

\_\_\_\_\_

AMERICAN FORK CITY

\_\_\_\_\_  
Mayor

ATTEST:

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

**CITY STAFF VERIFICATION OF AGREEMENT CONVEYANCES**

Andy Spencer, City Engineer

\_\_\_\_\_

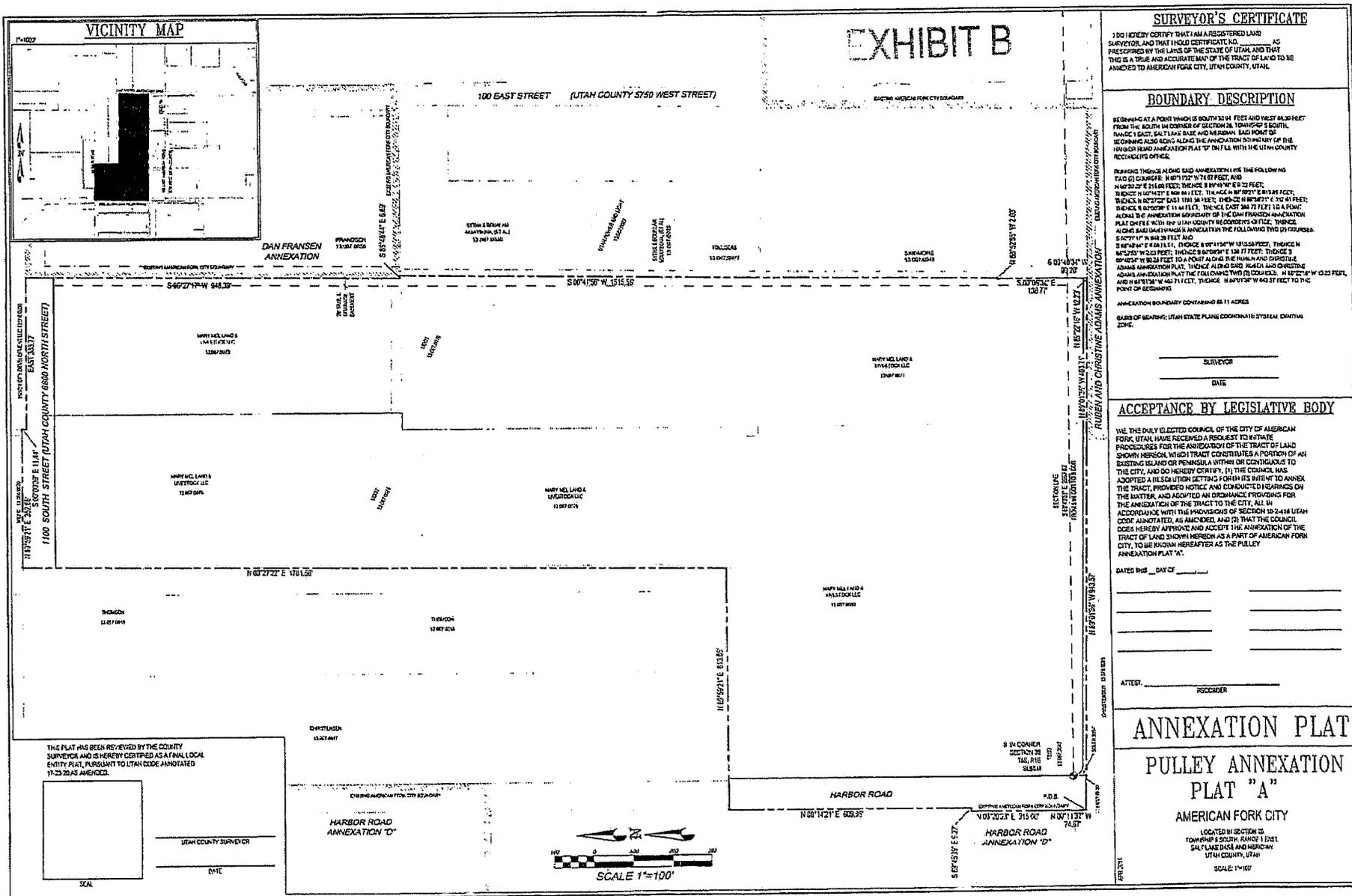
Adam Olsen, Senior Planner

\_\_\_\_\_

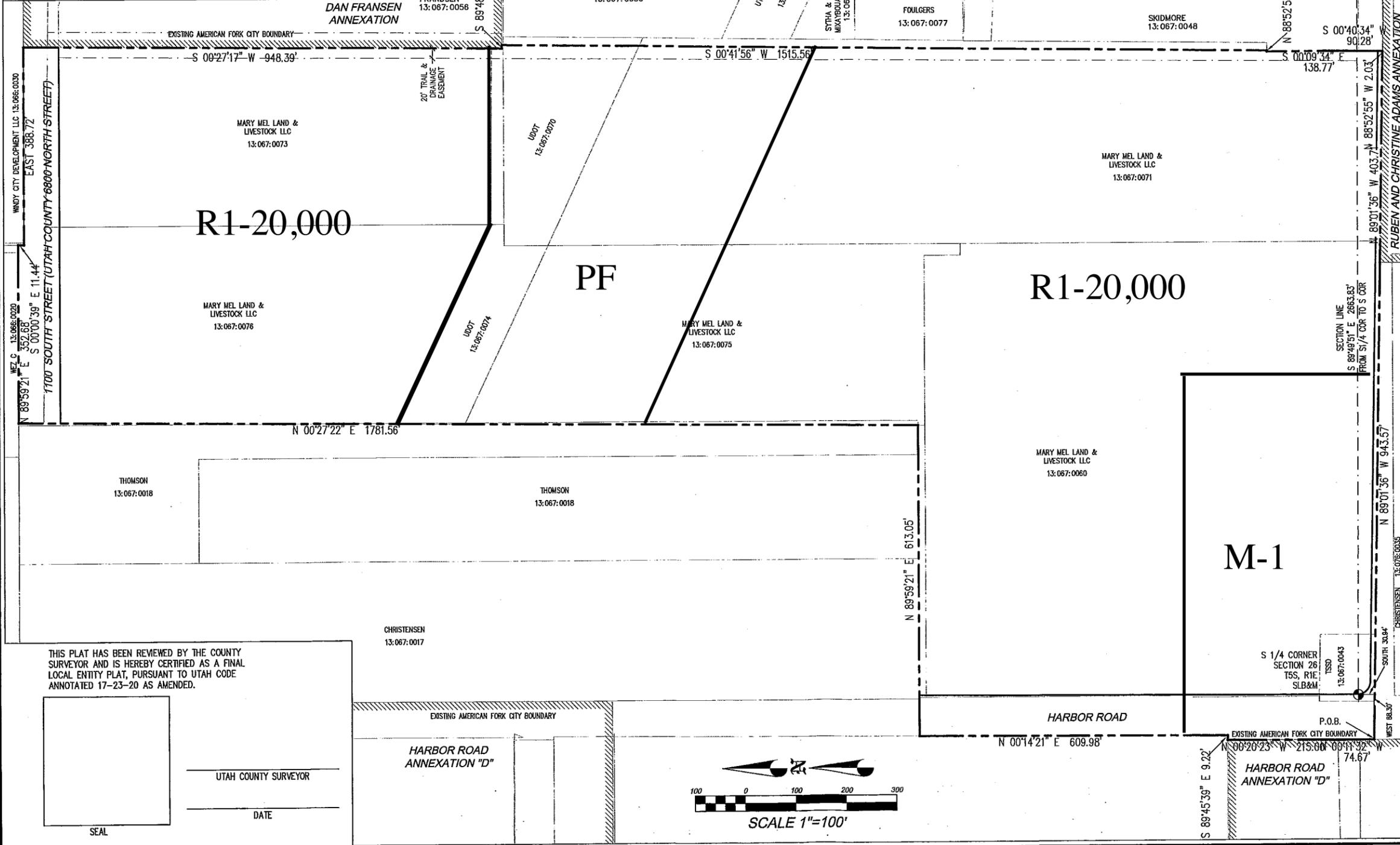
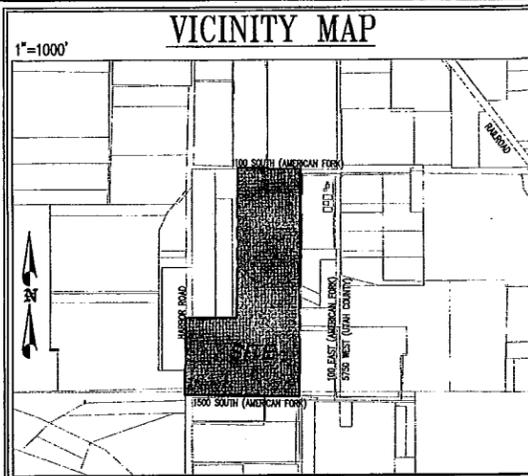
## **LIST OF ATTACHMENTS**

- |                     |  |
|---------------------|--|
| <b>Attachment 1</b> | Copy of Annexation Plat  |
| <b>Attachment 2</b> | Copy of Request to Initiate Annexation   |
| <b>Attachment 3</b> | Zone Classification Map  |
| <b>Attachment 4</b> | Annexation Concept Plan  |
| <b>Attachment 5</b> | Location of Utility, Right-of-Way, Trail and Fill Easements ( <b>To Be Provided By Applicant</b> )   |
| <b>Attachment 6</b> | Copy of Deeds for Utility, Right-of-Way, Trail and Fill Easements for 100 East, 1100 South and 1500 South ( <b>To Be Provided By Applicant</b> ) |

# ATTACHMENT 1







**SURVEYOR'S CERTIFICATE**

I DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. \_\_\_\_\_ AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, AND THAT THIS IS A TRUE AND ACCURATE MAP OF THE TRACT OF LAND TO BE ANNEXED TO AMERICAN FORK CITY, UTAH COUNTY, UTAH.

**BOUNDARY DESCRIPTION**

BEGINNING AT A POINT WHICH IS SOUTH 30.94 FEET AND WEST 88.30 FEET FROM THE SOUTH 1/4 CORNER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT OF BEGINNING ALSO BEING ALONG THE ANNEXATION BOUNDARY OF THE HARBOR ROAD ANNEXATION PLAT "D" ON FILE WITH THE UTAH COUNTY RECORDER'S OFFICE;

RUNNING THENCE ALONG SAID ANNEXATION LINE THE FOLLOWING COURSE: N 00°20'23" W 215.00 FEET; THENCE S 89°45'39" E 9.22 FEET; THENCE N 00°14'21" E 609.98 FEET; THENCE N 89°59'21" E 613.05 FEET; THENCE N 00°27'22" EAST 1781.56 FEET; THENCE N 89°59'21" E 352.68 FEET; THENCE S 00°00'39" E 11.44 FEET; THENCE EAST 388.72 FEET TO A POINT ALONG THE ANNEXATION BOUNDARY OF THE DAN FRANSEN ANNEXATION PLAT ON FILE WITH THE UTAH COUNTY RECORDER'S OFFICE; THENCE ALONG SAID DAN FRANSEN ANNEXATION THE FOLLOWING TWO COURSES: S 00°27'17" W 948.39 FEET AND S 89°48'44" E 6.69 FEET; THENCE S 00°41'56" W 1515.56 FEET; THENCE N 88°52'55" W 2.03 FEET; THENCE S 00°09'34" E 138.77 FEET; THENCE S 00°40'34" W 90.28 FEET TO A POINT ALONG THE RUBEN AND CHRISTINE ADAMS ANNEXATION PLAT; THENCE ALONG SAID RUBEN AND CHRISTINE ADAMS ANNEXATION PLAT THE FOLLOWING COURSES: N 89°22'16" W 403.71 FEET AND N 89°01'36" W 943.57 FEET; THENCE N 89°01'36" W 943.57 FEET TO THE POINT OF BEGINNING.

ANNEXATION BOUNDARY CONTAINING 58.71 ACRES

BASIS OF BEARING: UTAH STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE.

\_\_\_\_\_  
SURVEYOR

\_\_\_\_\_  
DATE

**ACCEPTANCE BY LEGISLATIVE BODY**

WE, THE DULY ELECTED COUNCIL OF THE CITY OF AMERICAN FORK, UTAH, HAVE RECEIVED A REQUEST TO INITIATE PROCEDURES FOR THE ANNEXATION OF THE TRACT OF LAND SHOWN HEREON, WHICH TRACT CONSTITUTES A PORTION OF AN EXISTING ISLAND OR PENINSULA WITHIN OR CONTIGUOUS TO THE CITY, AND DO HEREBY CERTIFY: (1) THE COUNCIL HAS ADOPTED A RESOLUTION SETTING FORTH ITS INTENT TO ANNEX THE TRACT, PROVIDED NOTICE AND CONDUCTED HEARINGS ON THE MATTER, AND ADOPTED AN ORDINANCE PROVIDING FOR THE ANNEXATION OF THE TRACT TO THE CITY; ALL IN ACCORDANCE WITH THE PROVISIONS OF SECTION 10-2-418 UTAH CODE ANNOTATED, AS AMENDED, AND (2) THAT THE COUNCIL DOES HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT OF LAND SHOWN HEREON AS A PART OF AMERICAN FORK CITY, TO BE KNOWN HEREAFTER AS THE PULLEY ANNEXATION PLAT "A".

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_,

\_\_\_\_\_  
ATTEST: RECORDER

**ANNEXATION PLAT**

**PULLEY ANNEXATION PLAT "A"**

AMERICAN FORK CITY

LOCATED IN SECTION 26  
TOWNSHIP 5 SOUTH, RANGE 1 EAST,  
SALT LAKE BASE AND MERIDIAN,  
UTAH COUNTY, UTAH

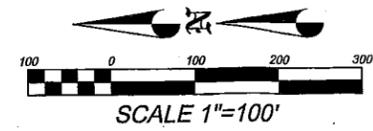
SCALE: 1"=100'

THIS PLAT HAS BEEN REVIEWED BY THE COUNTY SURVEYOR AND IS HEREBY CERTIFIED AS A FINAL LOCAL ENTITY PLAT, PURSUANT TO UTAH CODE ANNOTATED 17-23-20 AS AMENDED.

\_\_\_\_\_  
UTAH COUNTY SURVEYOR

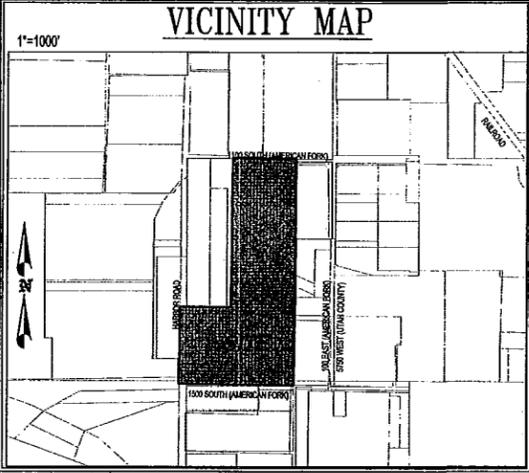
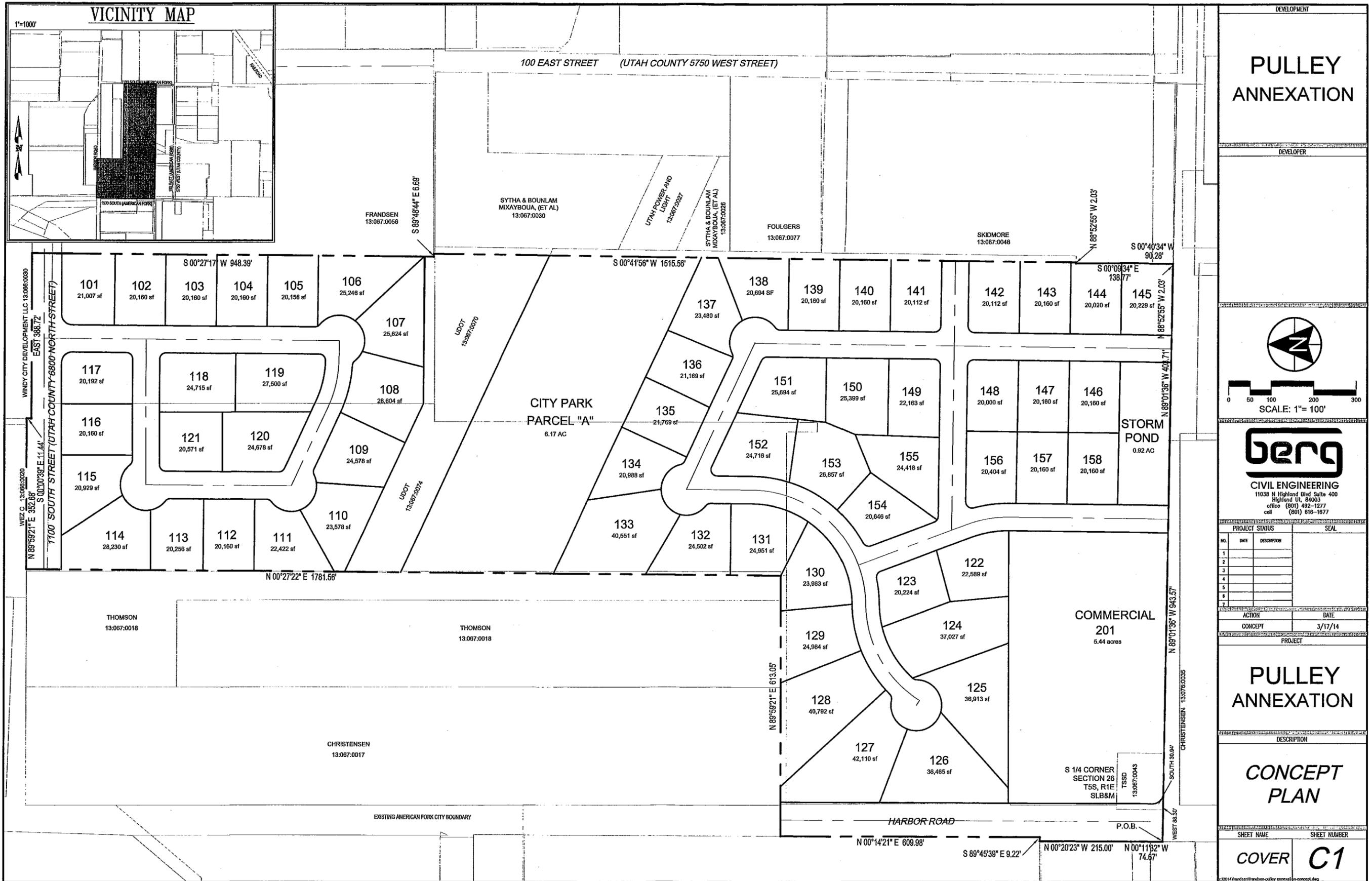
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DATE

SEAL



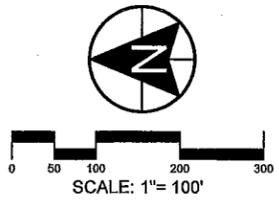
APR 2014

ATTACHMENT 4



DEVELOPMENT  
**PULLEY ANNEXATION**

DEVELOPER



**BERG**  
CIVIL ENGINEERING  
11038 N Highland Blvd Suite 400  
Highland UT, 84003  
office (801) 492-1277  
cell (801) 616-1877

PROJECT STATUS		SEAL
NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		

ACTION	DATE
CONCEPT	3/17/14

PROJECT

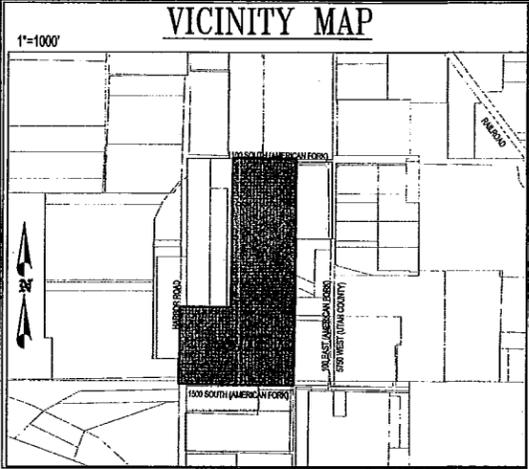
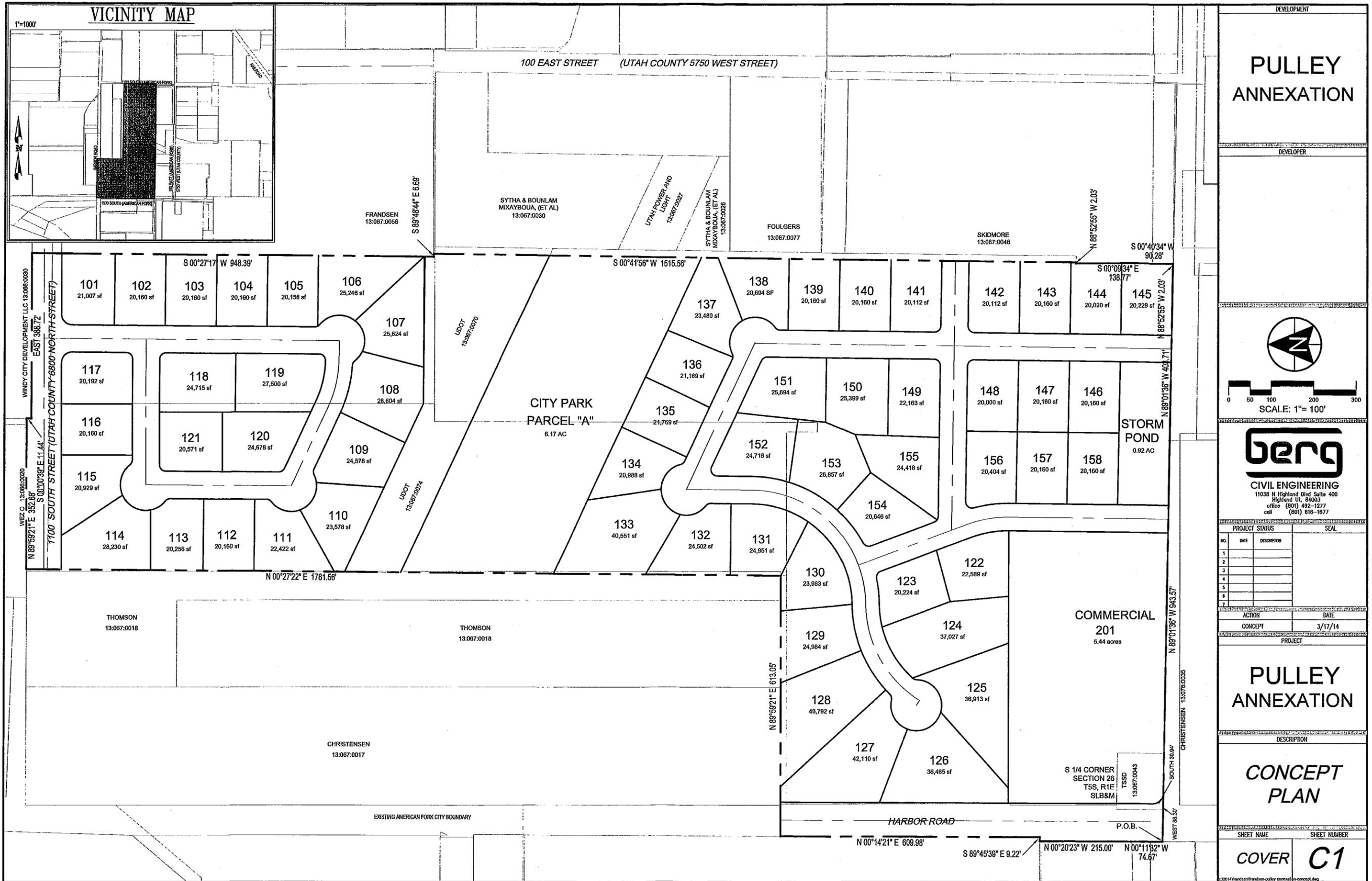
**PULLEY ANNEXATION**

DESCRIPTION  
**CONCEPT PLAN**

SHEET NAME SHEET NUMBER

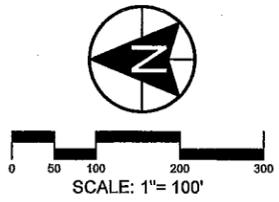
COVER **C1**

ATTACHMENT 4



PULLEY ANNEXATION

DEVELOPER



**BERG**  
CIVIL ENGINEERING  
11038 N Highland Blvd Suite 400  
Highland UT, 84003  
office (801) 492-1277  
cell (801) 616-1877

PROJECT STATUS		SEAL
NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		

ACTION	DATE
CONCEPT	3/17/14

PROJECT

PULLEY ANNEXATION

CONCEPT PLAN

SHEET NAME SHEET NUMBER

COVER C1

**Hearing, review and action on an annexation agreement for the Pulley  
Annexation Plat A, consisting of 58.71 acres located at approximately 1100  
South Harbor Road.**

The Pulley Annexation, Plat A, consists of approximately 59 acres and is located between 1100 South and 1500 South, east of Harbor Road. This annexation is unique in that a portion of the Vineyard Connector bisects it as does the 348 KV power line. UDOT owns the parcels intended for the Vineyard Connector, and the applicant has designated a park area under the power lines as called out on the City's Parks Plan. It is anticipated that along and under the power lines will be a linear park, extending west into Lehi, where it will continue through Lehi City as a linear park.

Within this park area, density credits in the amount of 2 units per acre are allowed to be transferred to other areas of the annexation area. The agreement refers to the park area as a Transfer of Development Rights Sending Zone (TDR-S). The Harbor Road Plat D Annexation, approved in 2012, also provided for this linear park under the power lines and will utilize the transfer of density to other areas of the annexation.

A concept plan provided with the agreement proposes single family residential development at a density of two (2) units per acre. The appropriate zone designation for the residential portions of the annexation area is the R-1-20,000 Zone. UDOT and the park areas will be zoned PF (Public Facilities).

The annexation agreement also requests to place the southwestern portion of the annexation area, consisting of approximately 6 acres, into the GC-2 Zone. This request is made due to the fact that a major lift station for TSSD (Timpanogos Special Service District) is located at the northeast corner of Harbor Road and 1500 South and the applicant feels that commercial will create a buffer from the lift station. This item was discussed just prior to the agreement, as a request to amend the Land Use Plan from "Very Low Density Residential" to "Design Commercial". Staff can support the request to amend the Land Use Plan, due the proximity of the "Resort" designation directly south of 1500 South (for the American Fork Harbor) and to create a buffer from the lift station.

**Potential Motion**

Mr. Chairman, I move that we recommend approval of the Pulley Annexation, Plat A, Agreement to the City Council.

376 Staff Presentation:  
377 Adam Olsen stated this goes hand in hand with the next annexation. The request is to amend the  
378 Land Use Plan for the southwest portion of the annexation area. The reason is because there is a  
379 large lift station with Timpanogos Special Service District on the corner. They felt a commercial  
380 use would be a better buffer to that lift station. It is next to the marina or resort use. The resort  
381 use could also be extended, which the M-1 Zone. The M-1 Zone includes a number of  
382 commercial uses.

383  
384 PUBLIC HEARING

385 No comments were made, and the public hearing was closed.

386  
387 Commission Discussion:

388 Nathan Schellenberg stated he supports the M-1 Zone so there isn't an island of commercial  
389 zoning.

390  
391 **MOTION: Marie Adams - To recommend approval of a land use map amendment in the**  
392 **area of 75 West 1500 South from the Very Low Density Residential designation to the**  
393 **resort designation.** Seconded by Leonard Hight.

394  
395 Yes - Marie Adams  
396 Leonard Hight  
397 Nathan Schellenberg  
398 John Woffinden

Motion passes.

399  
400 8. Hearing, review and action on an annexation agreement for the Pulley Annexation Plat A,  
401 consisting of 58.71 acres located at approximately 1100 South Harbor Road (8:55 p.m.)

402  
403 Staff Presentation:

404 Adam Olsen stated this is the agreement for the previous use change. There are unique items  
405 with UDOT parcels with the Vineyard Connector and a linear park extending to Lehi. The area  
406 under the power lines is designated as a transfer of development rights ascending zone where the  
407 right are moved to other areas of the development. The GC-2 area would now be the M-1 Zone.  
408 Timpanogos Special Service District has requested that their small portion not be included so it  
409 will be removed.

410  
411 PUBLIC HEARING

412 No comments were made, and the public hearing was closed.

413  
414 **MOTION: Nathan Schellenberg - To recommend approval of the Pulley Annexation, Plat**  
415 **A, Agreement to the City Council subject to the General Commercial zone being changed**  
416 **to the M-1 Zone and the TSDD parcel being removed.** Seconded by Marie Adams.

417  
418 Yes - Marie Adams  
419 Leonard Hight  
420 Nathan Schellenberg  
421 John Woffinden

Motion passes.



**REQUEST FOR COUNCIL ACTION**  
**CITY OF AMERICAN FORK**  
**October 28, 2014**

Department \_\_\_\_\_ Planning \_\_\_\_\_

Director Approval \_\_\_\_\_ *Adrian Oh*

**AGENDA ITEM** Resolution approving a land use map amendment for 28.54 acres from the design industrial to the very low density residential designation, located at approximately 1100 South 100 East.

**SUMMARY RECOMMENDATION** The planning commission recommended approval of a land use map amendment from the design industrial to the very low density residential designation as stated in the attached minutes of the October 8, 2014 planning commission meeting.

**BACKGROUND** This land use map amendment parallels the Frandsen-Gray Annexation, which is also scheduled for this city council agenda, and proposes to enlarge residential land use in the area of 100 East 1100 South in easterly direction. For further analysis please refer to the attached resolution, staff report and planning commission minutes.

**BUDGET IMPACT** No direct budgetary impact is anticipated as a result of this approval.

**SUGGESTED MOTION** I move to adopt the resolution approving a land use map amendment for 28.54 acres from the design industrial to the very low density residential designation, located at approximately 1100 South 100 East.

**SUPPORTING DOCUMENTS**

1. Resolution
2. Staff report
3. Planning commission meeting minutes, October 8, 2014

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AMENDING A PORTION OF THE LAND USE ELEMENT OF THE AMERICAN FORK GENERAL PLAN IN THE VICINITY OF 1100 SOUTH 100 EAST CONSISTING OF APPROXIMATELY 28.54 ACRES BE AMENDED FROM THE DESIGN INDUSTRIAL TO THE VERY LOW DENSITY RESIDENTIAL**

**WHEREAS**, Section 10-9a-401(1), Utah Code Annotated, 1953, as amended, requires each municipality in the State of Utah to prepare and adopt a comprehensive, long range general plan for: (1) present and future needs of the municipality; and (2) growth and development of the land within the municipality; and

**WHEREAS**, Section 10-9a-403, Utah Code Annotated, 1953, as amended, recommends and describes the general content of each of the major elements typically included within a general plan including, but not limited to, a Land Use Element that designates the long term goals and the proposed extent, general distribution, and location of land for housing, business, industry agriculture, recreation, education, public buildings and grounds, open space and other categories of public and private uses of land; and

**WHEREAS**, Section 10-9a-403, Utah Code Annotated, 1953, as amended, anticipated that the Land Use Element will, from time to time, be amended and updated to reflect changes in condition or policy within the City; and

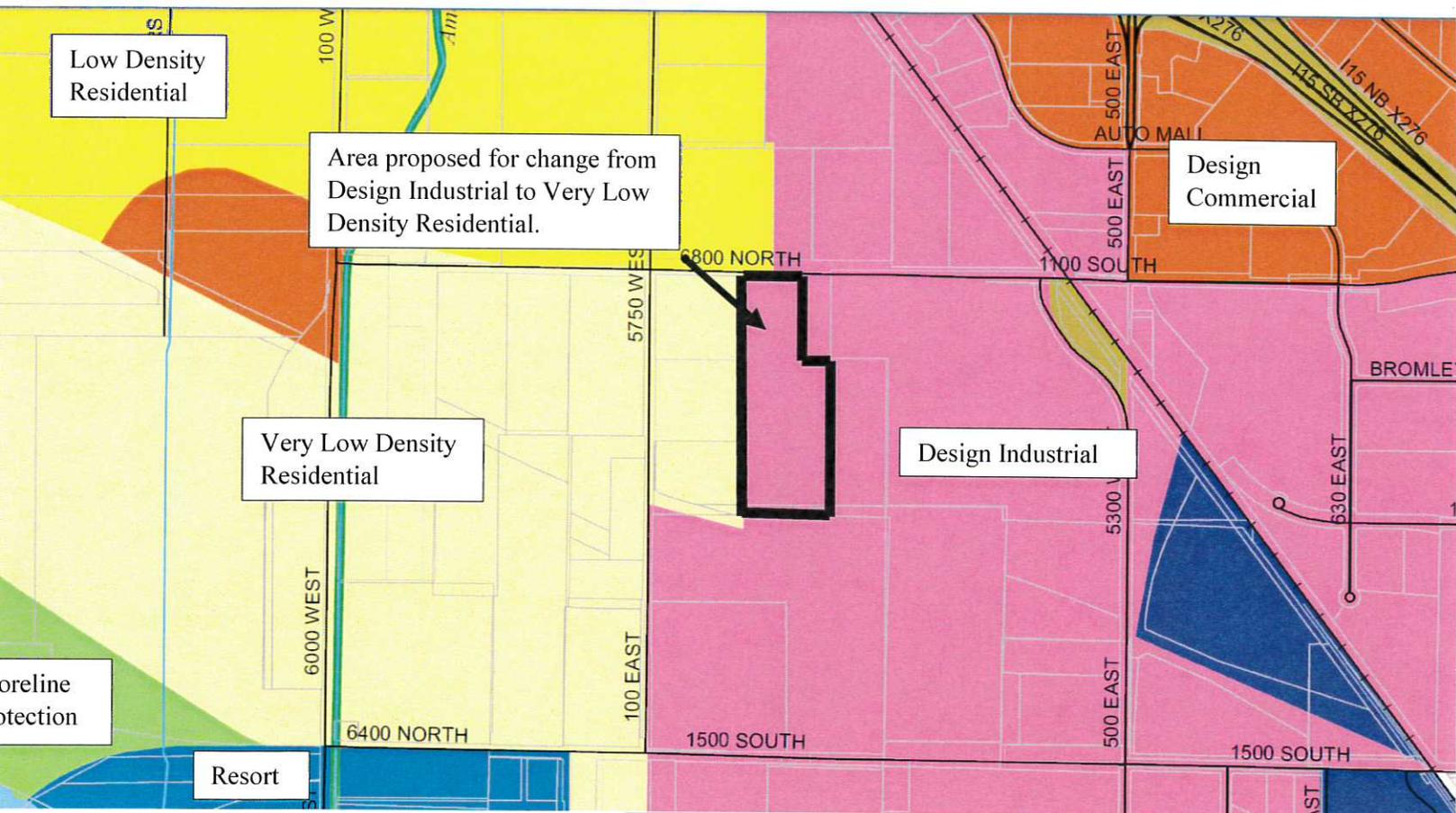
**WHEREAS**, the Planning Commission has reviewed the proposed amendment to the Land Use Element, advertised and held a public hearing thereon, duly considered the comments received at the hearing, and provided a negative recommendation regarding this request; and

**WHEREAS**, the City Council has received a positive recommendation from the Planning Commission, and has reviewed the request further, all in accordance with Utah State law.

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

**SECTION 1.** That certain map entitled AMERICAN FORK CITY - LAND USE PLAN is hereby amended to show that the land in the vicinity of 1100 South 100 East consisting of approximately 28.54 acres is designated Very Low Density Residential. Said change in designation is hereby adopted as an amendment to the Land Use Element of the General Plan of American Fork, Utah.

**SECTION 2.** The City Council hereby directs that the American Fork Land Use Plan Map be modified to incorporate the changes approved by this Resolution.



**SECTION 3.** It is the express intent of the City Council that said plan be followed, complied with, and otherwise adhered to.

**SECTION 4.** The Planning Commission and City Staff are hereby directed to recommend such ordinances and policies as recommend under the plan and deemed essential for its implementation.

**PASSED AND ADOPTED THIS 28 DAY OF OCTOBER, 2014.**

\_\_\_\_\_  
James H. Hadfield, Mayor

ATTEST:

\_\_\_\_\_  
Richard M. Colborn, City Recorder

AGENDA TOPIC: Hearing, review and action on a land use amendment for 28.54 acres from the “Design Industrial” to the “Very Low Density Residential” designation, located at approximately 1100 South 100 East.

ACTION REQUESTED: Recommendation of approval.

BACKGROUND INFORMATION					
Location:		Approximately 75 West 1500 South			
Applicants:		Mel Mary Land & Livestock, LLC.			
Existing Land Use:		Agriculture			
Proposed Land Use:		Residential			
Surrounding Land Use:	North	Agriculture			
	South	Agriculture			
	East	Agriculture			
	West	Residential/Agriculture			
Existing Zoning:		Residential Agriculture 5 (County)			
Proposed Zoning:		R1-20,000			
Surrounding Zoning:	North	Residential Agriculture 5 (County)			
	South	Residential Agriculture 5 (County)			
	East	PI-1 (Planned Industrial)			
	West	Residential Agriculture 5 (County)			
Land Use Plan Designation:		Very Low Density Residential & Design Industrial			
Zoning within Growth Plan?		N/A	Yes	N/A	No

**PROJECT DESCRIPTION:**

A request for a recommendation of approval for a land use amendment for property located in the vicinity of 75 West 1500 South from Design Industrial to Very Low Density Residential.

Background

The applicants are requesting a Land Use Plan amendment for property located at approximately 1100 South 100 East. This property is being annexed as the “Frandsen-Gray Annexation”. Roughly half of the property (the eastern half) is currently classified as “Design Industrial” and the applicants would like to develop the property as a

residential subdivision. Therefore, an amendment for that portion designated as “Design Industrial” is warranted.

Staff supports the request to amend the Land Use Plan for this area; bringing in the entire annexation area as residential.

The Planning Commission has two options:

- recommend against the proposal from Design Industrial to Very Low Density Residential, keeping the Design Industrial designation intact on the eastern half of the annexation area.

- recommend approval of the proposed amendment to Very Low Density Residential.

Should the Planning Commission act to recommend denial of the proposed change, the annexation agreement (which is the following agenda item) may still move forward, but with a recommendation against the R1-20,000 zone on the entire property. Should the Planning Commission act to recommend approval of the proposed change, the agreement may run as presented.

#### POTENTIAL MOTIONS

Mr. Chairman, I move that we recommend approval of a land use map amendment in the area of 1100 South 100 East from the Design Industrial designation to the Very Low Density Residential designation.

Mr. Chairman, I move that we recommend denial of a land use map amendment in the area of 1100 South 100 East from the Design Industrial designation to the Very Low Density Residential designation.

423 9. Hearing, review and action on a land use map amendment for 28.54 acres from the design  
424 industrial to the very low density residential designation, located at approximately 1100  
425 South 100 East (8:57 p.m.)

426  
427 Staff Presentation:

428 Adam Olsen stated this goes with the next annexation agreement. Staff supports the change  
429 because to the north there is a site plan for an LDS Church building, and they will be changing  
430 the zoning there to residential.

431  
432 PUBLIC HEARING

433 No comments were made, and the public hearing was closed.

434  
435 **MOTION: Leonard Hight - To recommend approval of a land use map amendment in the**  
436 **area of 1100 South 100 East from the Design Industrial designation to the Very Low**  
437 **Density Residential designation.** Seconded by Marie.

438  
439 Yes - Marie Adams  
440 Leonard Hight  
441 Nathan Schellenberg  
442 John Woffinden Motion passes.  
443

444 10. Hearing, review and action on an annexation agreement for the Frandsen-Gray  
445 Annexation, consisting of 28.54 acres located at approximately 1100 South 100 East  
446 (9:00 p.m.)

447  
448 Staff Presentation:

449 Adam Olsen stated engineering is working out the water requirements along with the other  
450 annexations for the Frandsen Family. The concept plan is based on the R1-20,000 Zone. There is  
451 a small portion of the UDOT right-of-way to the south and west for the Vineyard Connector.  
452 UDOT has been contacted on all these annexations and have had no opposition.

453  
454 PUBLIC HEARING

455 No comments were made, and the public hearing was closed.

456  
457 **MOTION: Nathan Schellenberg - To recommend approval of the Frandsen-Gray**  
458 **Annexation Agreement to the City Council.** Seconded by Leonard Hight.

459  
460 Yes - Marie Adams  
461 Leonard Hight  
462 Nathan Schellenberg  
463 John Woffinden Motion passes.  
464

465 11. Other Business (9:03 p.m.)

466  
467 Ken Berg thanked the Commission for following the City's Transportation Plan and for not  
468 falling for the 'we had fifty items and are down to only five and the five are no big deal'. Cities  
469 have Master Plans for a reason.



**ANNEXATION AGREEMENT  
(Frandsen-Gray Annexation)**

This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_2014, by and between The City of American Fork, Utah, a Utah Municipal Corporation (hereafter referred to as "City") and Mary Mel Land and Livestock, LLC (hereafter collectively referred to as "Applicant"), is based on the following:

**RECITALS**

**WHEREAS**, Applicant is the owner of four separate parcels of privately owned real property situated within the boundary of the Frandsen-Gray Annexation, identified on Attachment 1 as the " Annexation Plat", which parcels are located within the unincorporated territory of Utah County, but contiguous to the corporate boundary of City, and which constitute a portion of the lands requesting annexation to City under the Frandsen-Gray Annexation. An application requesting the City to initiate proceedings for annexation of the territory within the Frandsen-Gray Annexation together with a map showing the area included (hereafter referred to as "Annexation Area") has been submitted to City. A copy of the "Request to Initiate Annexation of Land Within an Island or Peninsula" (Attachment 2) and the appurtenant annexation plat for the annexation (Attachment 1) are attached hereto; and

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

**WHEREAS**, in accordance with the provisions of UCA 10-2-418, the American Fork City Council has heretofore adopted Resolution No. 2014-07-29R indicating its intent to annex the Annexation Area. Further, notice of hearing regarding the proposed annexation has been published and the public hearing thereon held. No protests to the annexation have been received; and

**WHEREAS**, the City Council has determined that annexation of the real property described on Attachment 1 is in the best interest of City and has indicated an intent to: (1) enact an ordinance of annexation relating thereto, subsequent to the approval and execution of this Agreement, and (2) authorize the recording of the annexation plat and ordinance at the office of the Utah County Recorder, subject to those certain understandings as are more fully set forth in this Agreement and completion of all outstanding tasks identified herein or otherwise required prior to annexation.

**TERMS AND CONDITIONS**

**NOW THEREFORE**, based on the above recitals and in consideration of the annexation of the territory described in Attachment 1 to City, the parties covenant and agree as follows:

**SECTION 1 – Applicability of Agreement.** The real property to which the terms of this Agreement apply shall be the parcels of private property within the Annexation Area, identified on Attachment 1.

**SECTION 2 - Annexation a benefit to Applicant.** Applicant and City acknowledge that the City is not required to approve the annexation and that the terms and conditions of annexation, as set forth herein, are reasonable and entered into freely and voluntarily. Further, Applicant hereby acknowledges and agrees that the benefit received from annexation of the property is equal to or greater than the requirements and conditions of development as set forth in this Agreement and as required by the terms of City's Development Code, Impact Fee Ordinance and Sensitive Lands Ordinance and does not constitute a taking as defined pursuant to the terms of UCA 10-9a-103(6), 1953, as amended.

**SECTION 3 - Authority of Applicant.** Applicant hereby affirms that it is the current sole owner of the annexation parcels and has complete authority to enter into this Agreement and to bind the properties hereto.

**SECTION 4 - Compatibility with Land Use Plan and Initial Zone Classification.** The Land Use Element of the General Plan for the area shows the annexation parcels within a combination of the "Very Low Density Residential" and "Design Industrial" designations. Applicant intends to proceed concurrently with a request to amend the Land Use Map on those portions designated as "Design Industrial"; requesting an amendment to the "Very Low Density Residential" designation. Applicant has proposed to develop the parcels as a residential development project in accordance with the terms of the zone requirements applicable to the Land Use Map designations. Accordingly, the City has determined that the initial zone classification to be the R-1-20,000 Zone.

**SECTION 5 – Annexation Concept Plan.** Applicant has submitted an Annexation Concept Plan (Attachment 3) showing the intended development within the Annexation Area as a single-family development consisting of detached homes with a proposed density of approximately 1.5 du/ac. The proposed use, and density of development are in general compliance with the terms of the Land Use Plan for the area and the proposed zone classification. This finding of general compliance is conditioned upon the understanding that all future submittals will fully conform to the general design of the Annexation Concept Plan and the requirements of the R-1-20,000 Zone. However, Applicant hereby agrees that the City may require adjustments to the Annexation Concept Plan to conform to City Ordinances or the specific terms of an approved final subdivision plat.

**SECTION 6 - Utility, Right-of-Way and Fill Easements to be Conveyed.** The Annexation Area includes portions of 100 East and 1100 South (Sam White Lane) which are essential to proper vehicular travel. Both 100 East and 1100 South are classified as "Major Collectors" in the City's Transportation Element of the General Plan. In addition, the Bike and Pedestrian Master Plan identifies a bike lane corridor along 100 East and both a buffered bike lane and side-path along 1100 South. Attachment 4 shows the location of the utility, right-of-way and fill easements to be conveyed. As a condition of annexation, the Applicant agrees to convey or cause to be conveyed to the City, without cost, that portion of the Annexation Area intended for utility, right-of-way (including bike lane and side-path areas) and fill easements as set forth on Attachment 4. A copy of the description documents conveying said areas to the City is attached hereto (Attachment 5) and the City acknowledges receipt of the executed original. City agrees to

allow a delay in the construction of the widening of both 100 East and 1100 South streets until the time of development of the annexation parcels.

**SECTION 7 - Vineyard Connector.** UDOT has purchased property adjacent to the southwest portion of the Annexation Area for the future Vineyard Connector. The City acknowledges that the Vineyard Connector is to be constructed by UDOT and that no conveyance of right of-way for that road is required as a condition of annexation. The City acknowledges that it has been notified by UDOT that the Vineyard Connector is a priority corridor. This notification requires the City to provide UDOT a 45 day written notice prior to formalizing any action within or affecting the intended right-of-way corridor. Pursuant to this notification, the City has provided UDOT with notification of pending annexation. UDOT has responded that it is not in opposition to the annexation; recommending, however, that the City reserve sufficient property for a full width intersection at Vineyard Connector and 100 East.

**SECTION 8 - Conveyance of Water Right.** Current City annexation policies require that all signatories to the petition convey to City sufficient water right to meet the needs of the proposed development. Applicant has been working with the City in reviewing the amount of water that has been conveyed in the past, in order to more accurately determine what has been used and what is still banked with the City. Applicant has indicated an intent to meet any additional water conveyance requirements. Based on the current City water conveyance policies and initial zone classification, it is estimated that the amount of water right required will be approximately 54.4 acre feet. In the event that final development plans result in a conveyance requirement which is less than or exceeds the estimated amount, City retains the right to adjust the actual amount accordingly. Because of the uncertainty regarding the extent applicants existing water rights conveyance and the need to continue use of the water for agricultural purposes, the City agrees to allow a delay in the actual conveyance of water right until the time of development.

**SECTION 9 - Geotechnical and Wetland Delineation required.** City acknowledges that the purpose of the Annexation is to facilitate the subsequent development of the land as a residential project. Applicant acknowledges that portions of the Annexation Area may have significant physical limitations for development including, but not necessarily limited to, high water table, wetlands and the presence of historic open drains (sloughs) which require the need for a detailed geotechnical report and wetlands delineation to determine suitability of the area for development. Prior to any request for development approval, Applicant agrees to provide a geotechnical study report and wetlands delineation covering the Annexation Area, identifying certain natural conditions, indicating any areas that may be unsuitable for development and providing recommendations for mitigation. City agrees to allow a delay in the time of preparation of the geotechnical study and wetlands delineation until the time of developmental plan submittal. All further submissions for development approval within the Annexation Area will incorporate impacts relating to natural condition identified in the geotechnical report and as set forth in the criteria for development as set forth in the Sensitive Lands Ordinance.

**SECTION 10 – Property Taxes and Rollback Taxes to be Paid.** Applicant agrees to pay any outstanding property taxes on the parcels; including any and all rollback taxes if the

subject Annexation Area is classified as “Greenbelt” with the Utah County Tax Assessor. These taxes and receipt of payment shall be required prior to City recording this Agreement.

**SECTION 11 - Impact Fees.** No impact fees are required as a condition of annexation. However, nothing in this Agreement constitutes a waiver of any obligation that Applicant or any successor may have for the payment of impact fees required as a condition of development of the Annexation Area or any portion thereof. Applicant acknowledges that no development approval or building permit shall be issued until all applicable fees required by City ordinance have been paid at the amount then in effect.

**SECTION 12 - Default.** Should any of the parties default in the performance of any of the terms of this Agreement, the parties shall first seek mediation to resolve any defaulting performance. The defaulting party shall pay all costs and expenses, including mediation fees and/or reasonable attorney's fee, which may arise from enforcing this Agreement, whether such remedy is pursued by mediation and/or filing suit or otherwise.

**SECTION 13 - Notice.** Any Notice to be given hereunder shall be given by certified mail, return receipt requested, addressed as follows:

- a. If to City, to the City of American Fork, 51 East Main Street, American Fork, Utah 84003.
- b. If to Applicant, to Melvin Frandsen, 506 South 100 West, American Fork City, Utah 84003.

**SECTION 14 - Entire Agreement.** This Agreement constitutes the entire agreement between the parties and may be changed only in writing signed by all parties, and this agreement shall bind the heirs, assigns and successors in interest of the respective parties. If any party shall breach this Agreement, the other party shall be entitled to recover their attorneys fees and court costs in addition to other lawful damages resulting therefrom.

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

MARY MEL LAND AND LIVESTOCK, LLC

---

AMERICAN FORK CITY

---

Mayor

ATTEST:

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

**CITY STAFF VERIFICATION OF AGREEMENT CONVEYANCES**

Andy Spencer, City Engineer

\_\_\_\_\_

Adam Olsen, Senior Planner

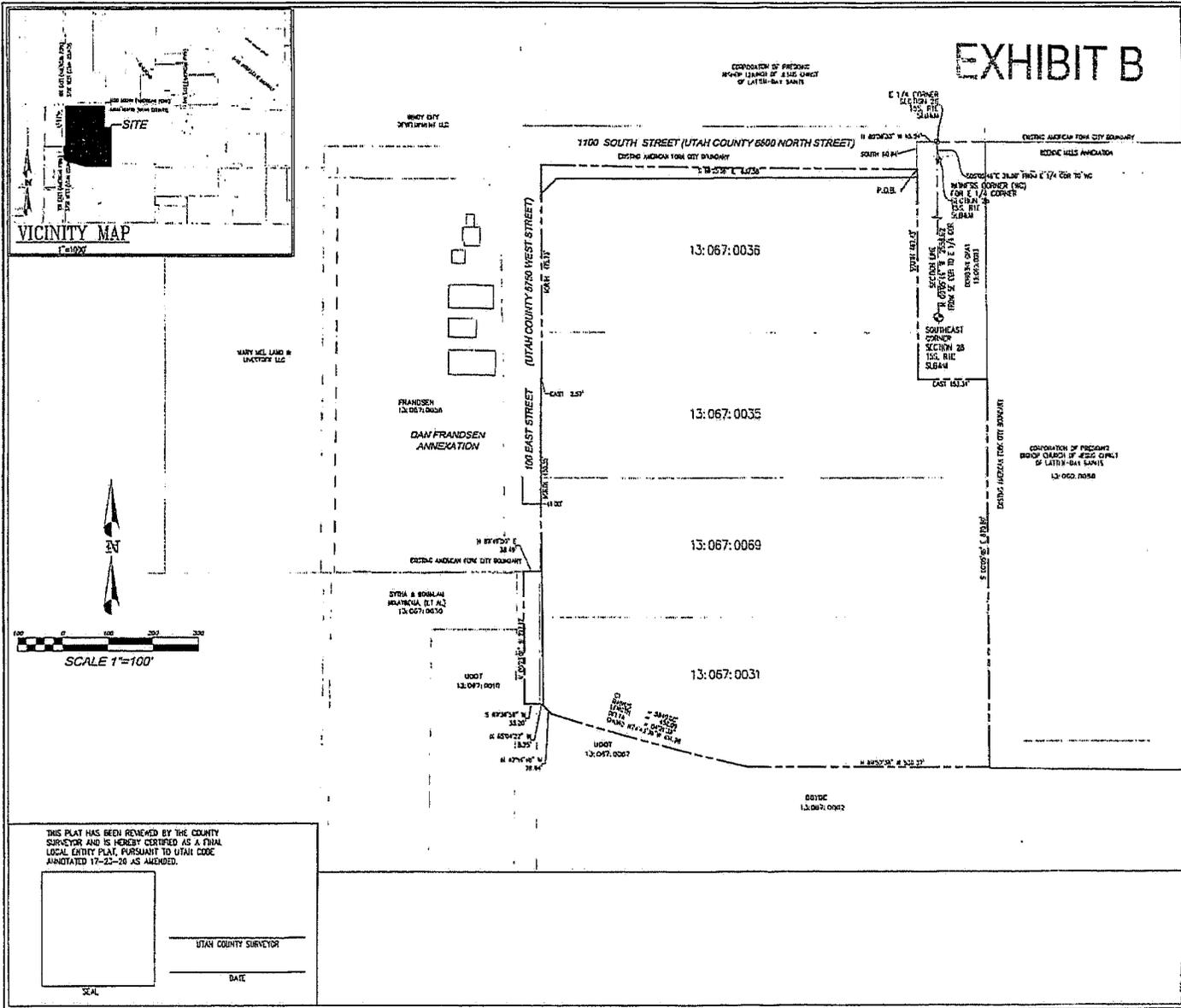
\_\_\_\_\_

## **LIST OF ATTACHMENTS**

- |                     |  |
|---------------------|--|
| <b>Attachment 1</b> | Copy of Annexation Plat  |
| <b>Attachment 2</b> | Copy of Request to Initiate Annexation   |
| <b>Attachment 3</b> | Zone Classification Map  |
| <b>Attachment 4</b> | Annexation Concept Plan  |
| <b>Attachment 5</b> | Location of Utility, Right-of-Way, Trail and Fill Easements <b>(To Be Provided By Applicant)</b>                                   |
| <b>Attachment 6</b> | Copy of Deeds for Utility, Right-of-Way, Trail and Fill Easements for 100 East and 1100 South <b>(To Be Provided By Applicant)</b> |

# ATTACHMENT 1

## EXHIBIT B



**SURVEYOR'S CERTIFICATE**  
 I DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. \_\_\_\_\_ AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, AND THAT THIS IS A TRUE AND ACCURATE MAP OF THE TRACT OF LAND TO BE ANNEXED TO AMERICAN FORK CITY, UTAH COUNTY, UTAH.

**BOUNDARY DESCRIPTION**  
 BEGINNING AT A POINT WHICH IS N 89°20'31" W 45.542 FEET AND SOUTH 80.84 FEET FROM THE EAST 1/4 CORNER OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 1 EAST, 34th LANE BASE AND MERIDIAN, SAID POINT OF BEGINNING ALSO BEING ALONG THE ANNEXATION BOUNDARY OF THE DAN FRANDSEN ANNEXATION PLAT ON FILE WITH THE UTAH COUNTY RECORDER'S OFFICE;  
 RUNNING THENCE SOUTH 467.43 FEET; THENCE EAST 153.34 FEET TO A POINT ALONG THE ANNEXATION BOUNDARY OF THE BEEDIVE WELLS ANNEXATION PLAT ON FILE WITH THE UTAH COUNTY RECORDER'S OFFICE; THENCE ALONG SAID BEEDIVE WELLS ANNEXATION S 00°05'40" E 674.60 FEET; THENCE N 89°23'38" W 535.37 FEET TO A POINT ALONG A NON-TANGENT CURVE; THENCE ALONG THE ARC OF A 5848.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 432.00 FEET (HAVING A CENTRAL ANGLE OF 04°21'00" AND A LONG CHORD BEARING N74°45'00" W 461.80 FEET); THENCE N 42°29'40" W 28.24 FEET; THENCE N 65°04'22" W 8.20 FEET; THENCE S 89°20'50" W 33.20 FEET; THENCE N 00°23'01" W 287.12 FEET TO A POINT ALONG THE DAN FRANDSEN ANNEXATION PLAT; THENCE ALONG SAID DAN FRANDSEN ANNEXATION PLAT THE FOLLOWING TWO (2) COURSES: (1) N 89°46'00" E 38.49 FEET, (2) NORTH 430.33 FEET, (3) EAST 2.57 FEET, (4) NORTH 475.73 FEET, AND (5) S 89°25'54" E 437.56 FEET TO THE POINT OF BEGINNING.  
 ANNEXATION BOUNDARY CONTAINING 23.34 ACRES  
 BASIS OF BEARING: UTAH STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE.

\_\_\_\_\_  
 SURVEYOR  
 \_\_\_\_\_  
 DATE

**ACCEPTANCE BY LEGISLATIVE BODY**  
 WE, THE DULY ELECTED COUNCIL OF THE CITY OF AMERICAN FORK, UTAH, HAVE RECEIVED A REQUEST TO INITIATE PROCEDURES FOR THE ANNEXATION OF THE TRACT OF LAND SHOWN HEREON, WHICH TRACT CONSTITUTES A PORTION OF AN EXISTING ISLAND OR PENINSULA WITHIN OR CONTIGUOUS TO THE CITY, AND DO HEREBY CERTIFY: (1) THE COUNCIL HAS ADOPTED A RESOLUTION SETTING FORTH ITS INTENT TO ANNEX THE TRACT, PROVIDED NOTICE AND CONDUCTED HEARINGS ON THE MATTER, AND ADOPTED AN ORDINANCE PROVIDING FOR THE ANNEXATION OF THE TRACT TO THE CITY; ALL IN ACCORDANCE WITH THE PROVISIONS OF SECTION 10-2-418 UTAH CODE ANNOTATED, AS AMENDED, AND (2) THAT THE COUNCIL DOES HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT OF LAND SHOWN HEREON AS A PART OF AMERICAN FORK CITY, TO BE KNOWN HEREAFTER AS THE FRANDSEN-GRAY ANNEXATION PLAT "A".

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

ATTEST: \_\_\_\_\_  
 RECORDER

**ANNEXATION PLAT**  
**FRANDSEN-GRAY ANNEXATION**  
**PLAT "A"**  
 AMERICAN FORK CITY  
 LOCATED IN SECTION 28  
 TOWNSHIP 5 SOUTH, RANGE 1 EAST,  
 34th LANE BASE AND MERIDIAN,  
 UTAH COUNTY, UTAH  
 SCALE 1"=100'

THIS PLAT HAS BEEN REVIEWED BY THE COUNTY SURVEYOR AND IS HEREBY CERTIFIED AS A FINAL LOCAL ENTRY PLAT, PURSUANT TO UTAH CODE ANNOTATED 17-22-26 AS AMENDED.

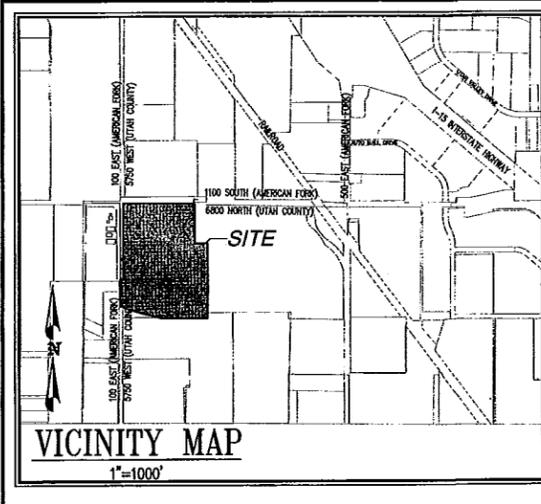
\_\_\_\_\_  
 UTAH COUNTY SURVEYOR  
 \_\_\_\_\_  
 DATE

SEAL





ATTACHMENT 4



DEVELOPMENT  
**FRANDSEN  
 GRAY  
 ANNEXATION**

DEVELOPER



**Berg**  
 CIVIL ENGINEERING  
 11038 N Highland Blvd. Suite 400  
 Highland UT, 84003  
 office (801) 492-1277  
 cell (801) 616-1677

PROJECT STATUS		SEAL
NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		
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7		

ACTION	DATE
CONCEPT	3/17/14

PROJECT  
**FRANDSEN  
 GRAY  
 ANNEXATION**

DESCRIPTION  
**CONCEPT  
 PLAN**

SHEET NAME SHEET NUMBER  
**COVER C1**

**Hearing, review and action on an annexation agreement for the Frandsen-Gray Annexation, consisting of 28.54 acres located at approximately 1100 South 100 East.**

The Frandsen-Gray Annexation consists of approximately 25.5 acres and is located south of 1100 South and east of 100 East. Single-family residential is proposed for the annexation.

Coupled with this annexation agreement is a request to amend the Land Use Plan for the area, from "Design Industrial" to "Very Low Density Residential". Staff supports the applicant's request to amend the Land Use Plan for this area, as roughly half of the proposed property for annexation lies within the "Design Industrial" designation and half lies within the "Very Low Density" designation. This amendment will allow the annexation to develop in a more cohesive manner; rather than having it split between residential and light industrial. An appropriate zone designation for the property, given the Land Use Plan designation of "Very Low Density", is the R-1-20,000 Zone.

The future Vineyard Connector will be located directly south of this annexation.

**Potential Motion**

Mr. Chairman, I move that we recommend approval of the Frandsen-Gray Annexation Agreement to the City Council.

423 9. Hearing, review and action on a land use map amendment for 28.54 acres from the design  
424 industrial to the very low density residential designation, located at approximately 1100  
425 South 100 East (8:57 p.m.)

426  
427 Staff Presentation:

428 Adam Olsen stated this goes with the next annexation agreement. Staff supports the change  
429 because to the north there is a site plan for an LDS Church building, and they will be changing  
430 the zoning there to residential.

431  
432 PUBLIC HEARING

433 No comments were made, and the public hearing was closed.

434  
435 **MOTION: Leonard Hight - To recommend approval of a land use map amendment in the**  
436 **area of 1100 South 100 East from the Design Industrial designation to the Very Low**  
437 **Density Residential designation.** Seconded by Marie.

438  
439 Yes - Marie Adams  
440 Leonard Hight  
441 Nathan Schellenberg  
442 John Woffinden Motion passes.

443

444 10. Hearing, review and action on an annexation agreement for the Frandsen-Gray  
445 Annexation, consisting of 28.54 acres located at approximately 1100 South 100 East  
446 (9:00 p.m.)

447  
448 Staff Presentation:

449 Adam Olsen stated engineering is working out the water requirements along with the other  
450 annexations for the Frandsen Family. The concept plan is based on the R1-20,000 Zone. There is  
451 a small portion of the UDOT right-of-way to the south and west for the Vineyard Connector.  
452 UDOT has been contacted on all these annexations and have had no opposition.

453  
454 PUBLIC HEARING

455 No comments were made, and the public hearing was closed.

456  
457 **MOTION: Nathan Schellenberg - To recommend approval of the Frandsen-Gray**  
458 **Annexation Agreement to the City Council.** Seconded by Leonard Hight.

459  
460 Yes - Marie Adams  
461 Leonard Hight  
462 Nathan Schellenberg  
463 John Woffinden Motion passes.

464

465 11. Other Business (9:03 p.m.)

466  
467 Ken Berg thanked the Commission for following the City's Transportation Plan and for not  
468 falling for the 'we had fifty items and are down to only five and the five are no big deal'. Cities  
469 have Master Plans for a reason.