



Staff Report

Coalville City
Community Development Director

To: Coalville City Council and Mayor
From: Don Sargent, Community Development Director
Date of Meeting: March 23, 2026
Re: Robinson (NS) Hill Annexation Petition
Action: Continued Review, Discussion, and Possible Approval

Robinson (NS) Hill Annexation Petition

REQUEST

Continue the review and discussion for approval consideration of the annexation petition, and specifically a draft of an annexation agreement.

BACKGROUND

This annexation petition was filed with the City in May of 2024 by Jonathan Shaw representing Pamela Robinson for Parcel NS-424-A including 37.56 acres. *Attachment A* includes the aerial location map showing the annexation area in blue outline. As shown in *Attachment B* the petition area is located within the city annexation declaration boundary and is adjacent to the existing city limit line. *Attachment C* includes the annexation plat of the property.

The property is currently in the Eastern Summit County Ag/Grazing-5 Zone (1 unit/5 acres). The City Future Land Use Map of the General Plan identifies a Residential Agricultural (RA) Zone (1 unit/5 acres) for the property. *Attachment D* includes the City Future Land Use Map for reference.

City Council Review

On August 12, 2024 the City Council reviewed the annexation petition and tabled an action on accepting the petition until after an open forum was held to receive public input on the City Annexation Declaration Boundary and Policies.

On September 4, 2024 the City Council held an open public forum and presented the city annexation declaration mapping, water and sewer availability, and other general information for comment and input.

On September 9, 2024 the City Council summarized the input received at the public forum, continued the review and discussion of the annexation petition, and determined to accept the petition for moving forward with the required 30-notice protest period.

On October 15, 2024 the City Council reviewed the protests received on the petition and requested additional information be provided by the petitioner for continued review, discussion, and consideration of the annexation petition.

On March 24, 2025 the City Council continued the review of the petition and decided to schedule a public hearing to receive comment and input on the proposed annexation. The council also requested the applicant to prepare an overview of an annexation agreement for evaluation at the public hearing.

On April 14, 2025 the City Council conducted a public hearing on the annexation and requested the petitioners provide additional information prior to considering approval of the annexation petition.

On May 27, 2025 the City Council reviewed the petitioner information packet and requested the petitioner to provide additional information on the proposed water rights, shares, or sources that will serve the development.

On July 28, 2025 the City Council reviewed the petitioners proposal for providing water rights, shares, and other possible alternatives to serve the development. The City Council tabled the review and consideration of the petition until verification of required water shares/rights are provided with a preliminary water delivery plan for the wet water to serve the development for both culinary and secondary water. As suggested at the meeting, a proposed updated community benefit package would also be helpful in assisting the City Council with understanding the comprehensive development benefit of the annexation.

On January 27, 2026 the City Council continued the review and discussion of the petition including an updated project overview, concept subdivision, open space, trails, roadways, and utility plans shown in Attachment E. The City Council directed staff to work with the petitioner on preparing a draft annexation agreement addressing the items discussed to date for consideration at a subsequent meeting.

ANALYSIS

The petitioner has provided the following information addressing City Council requests, input and comment:

1. *Transfer 7 water shares, 1 acre ft of water each. My plan is to use all those shares for secondary water. So, I could have 14 1-acre plus lots served with secondary water.*
2. *I am proposing the following public benefit package to hopefully satisfy the city in exchange for being able to pay the fee-in-lieu of providing culinary water shares which I have not been able to obtain:*
 - a. *Road Connectivity: Construction of a new public roadway connecting Beacon Hill Drive to Sagewood Way through the Wilde property, improving circulation and emergency access.*
 - b. *Land Dedication: Dedication of approximately 3 acres of land to Coalville City for future water storage facilities or other public uses as determined by the City.*

- c. *Trails & Open Space: Development of walking and hiking trails to enhance public access and recreation (an updated site plan will be presented at the meeting).*
- d. *Increased Tax Base: Estimated \$60,000–\$75,000 annually in new property tax revenue to Coalville.*
- e. *Compatible Homesites: Creation of residential homesites that align with Coalville’s long-term planning and growth objectives, and hillside and ridge line sensitive lands on the property.*
- f. *Natural Space Preservation: Preservation of the NS and donating that land to Coalville City.*

Attachment F includes a draft annexation agreement for review and consideration by the City Council. The draft agreement is in template form with petitioners information and project specifics shown in blue.

Annexation Petition Review Summary

The next step in the annexation process, the City Council may approve the annexation (subject to execution of the annexation agreement), provide input and direction, request additional information, or deny the annexation petition.

If the annexation is approved by the City Council, the annexation survey and articles of incorporation will be sent to the Utah State Lt. Gov office for review.

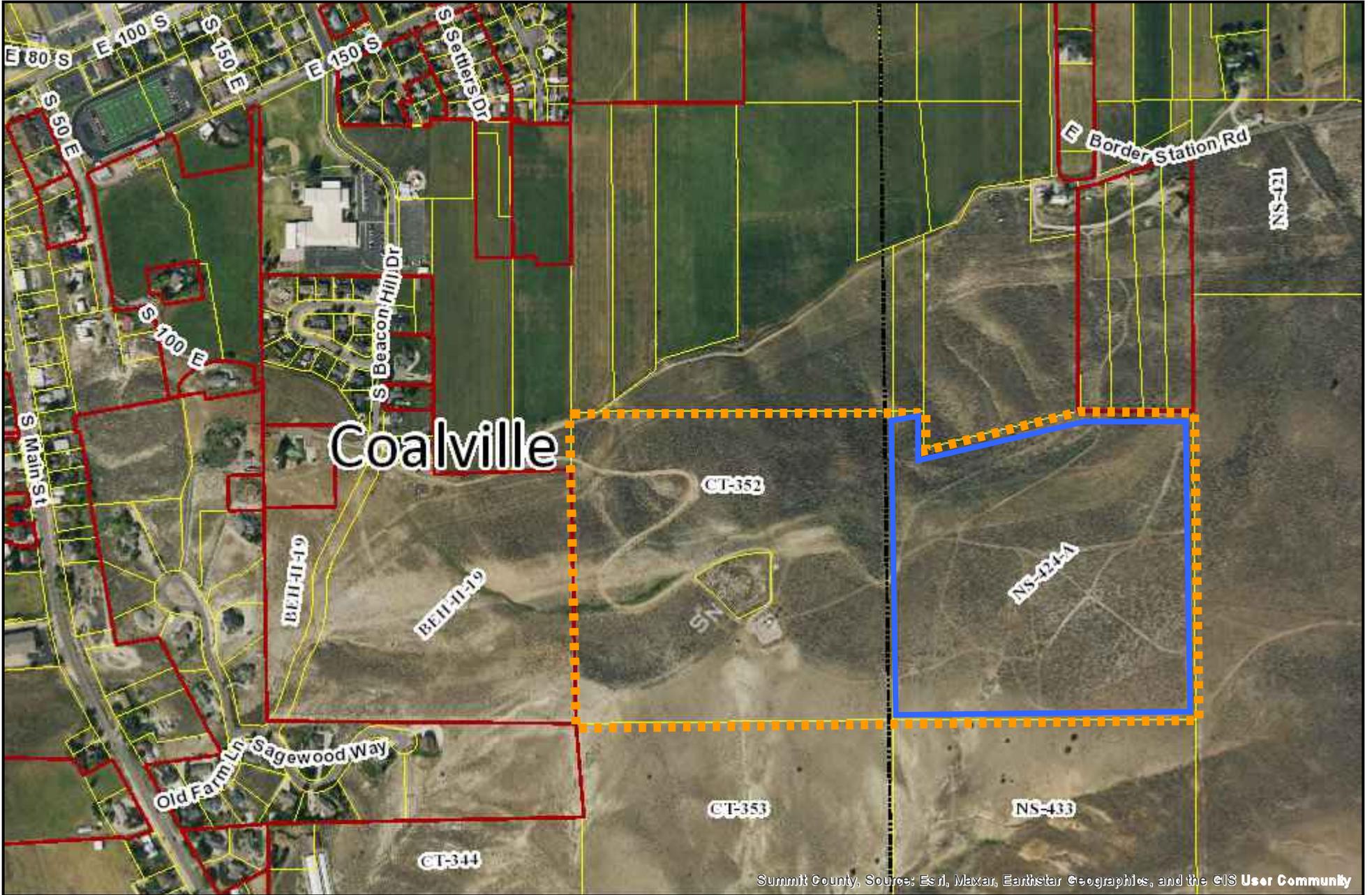
Following the Utah State Lt. Gov office acceptance of the annexation, the petitioner may then proceed with submitting a development application for initial review by the Planning Commission.

RECOMMENDATION

Staff recommends the City Council continue the review and discussion of the annexation petition, consider the draft annexation agreement for approving the annexation, request additional information or provide direction, or deny the petition.

ATTACHMENTS

- A.** Aerial Map
- B.** City Annexation Declaration Map
- C.** Annexation Plat
- D.** City Future Land Use Map
- E.** Petitioners information Packet
- F.** Draft Annexation Agreement



Summit County, Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



NS Hill Annexation

Summit County Parcel Viewer Application

Printed on: 6/25/2024

Imagery courtesy of Google



This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records, information and data obtained from various sources, including Summit County which is not responsible for its accuracy or timeliness.

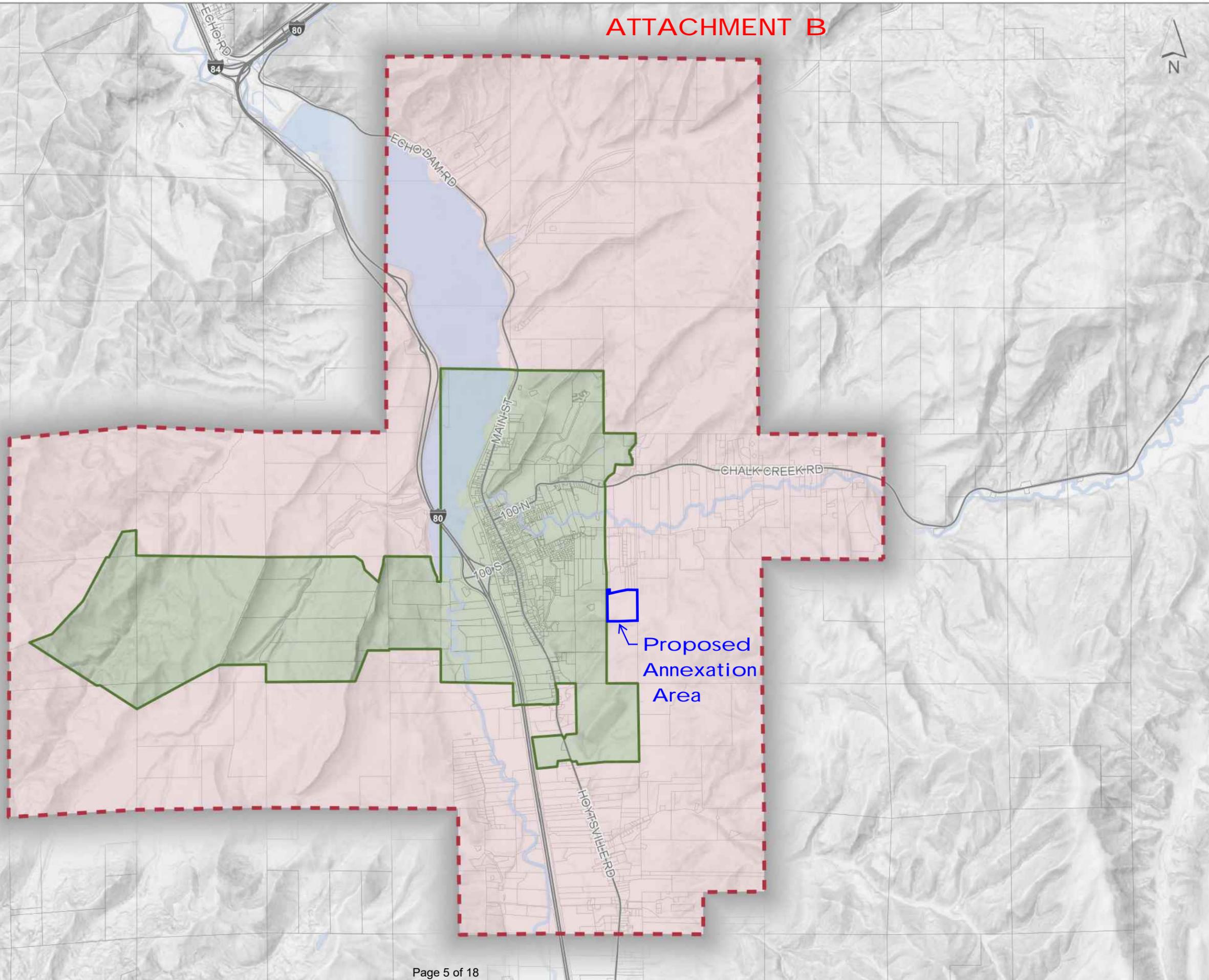
1 in = 752 feet

Annexation Declaration Boundary

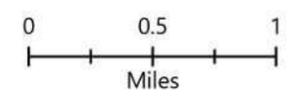
Coalville City, UT

January 2019

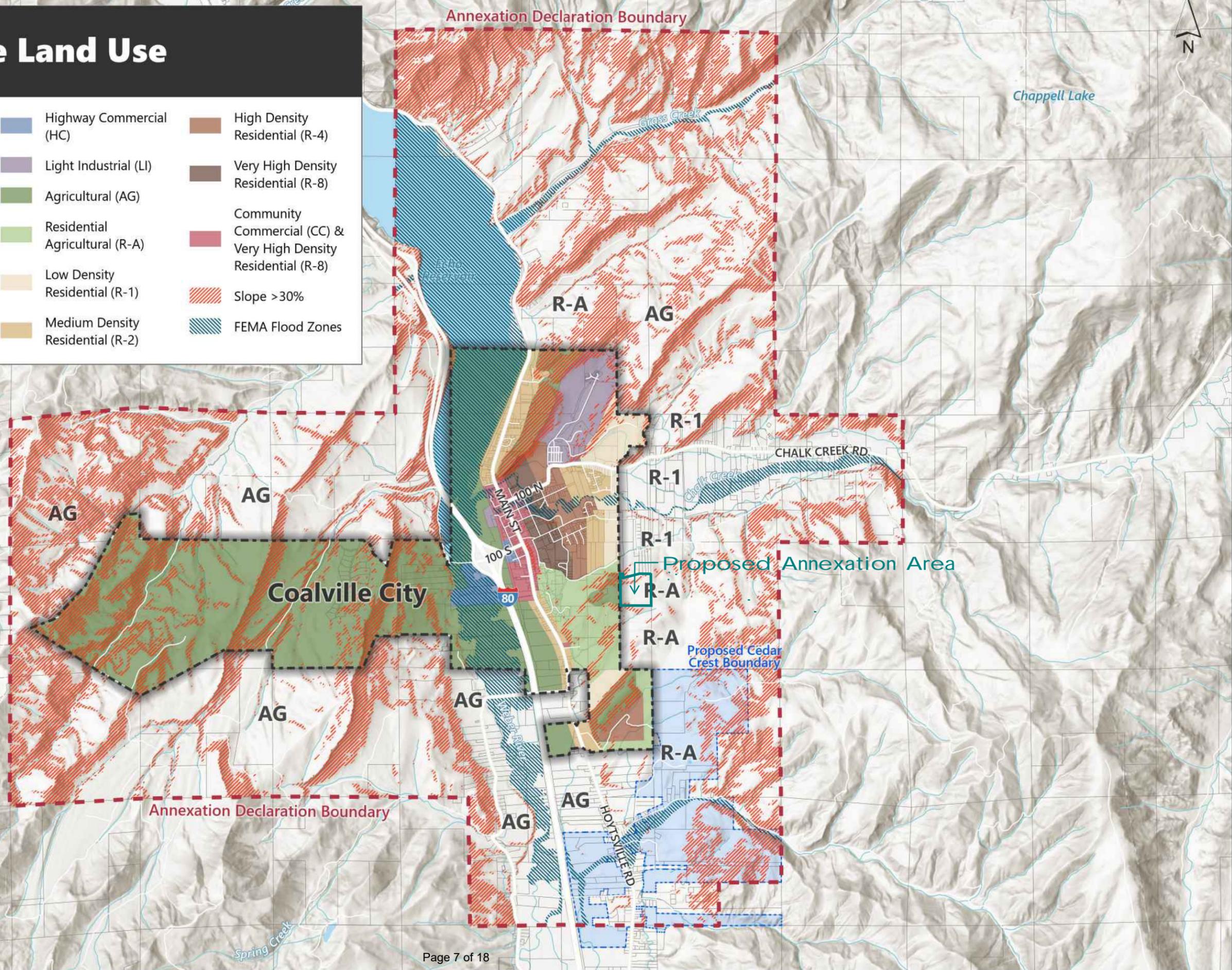
-  Annexation Declaration Boundary
-  Coalville City



Future Land Use



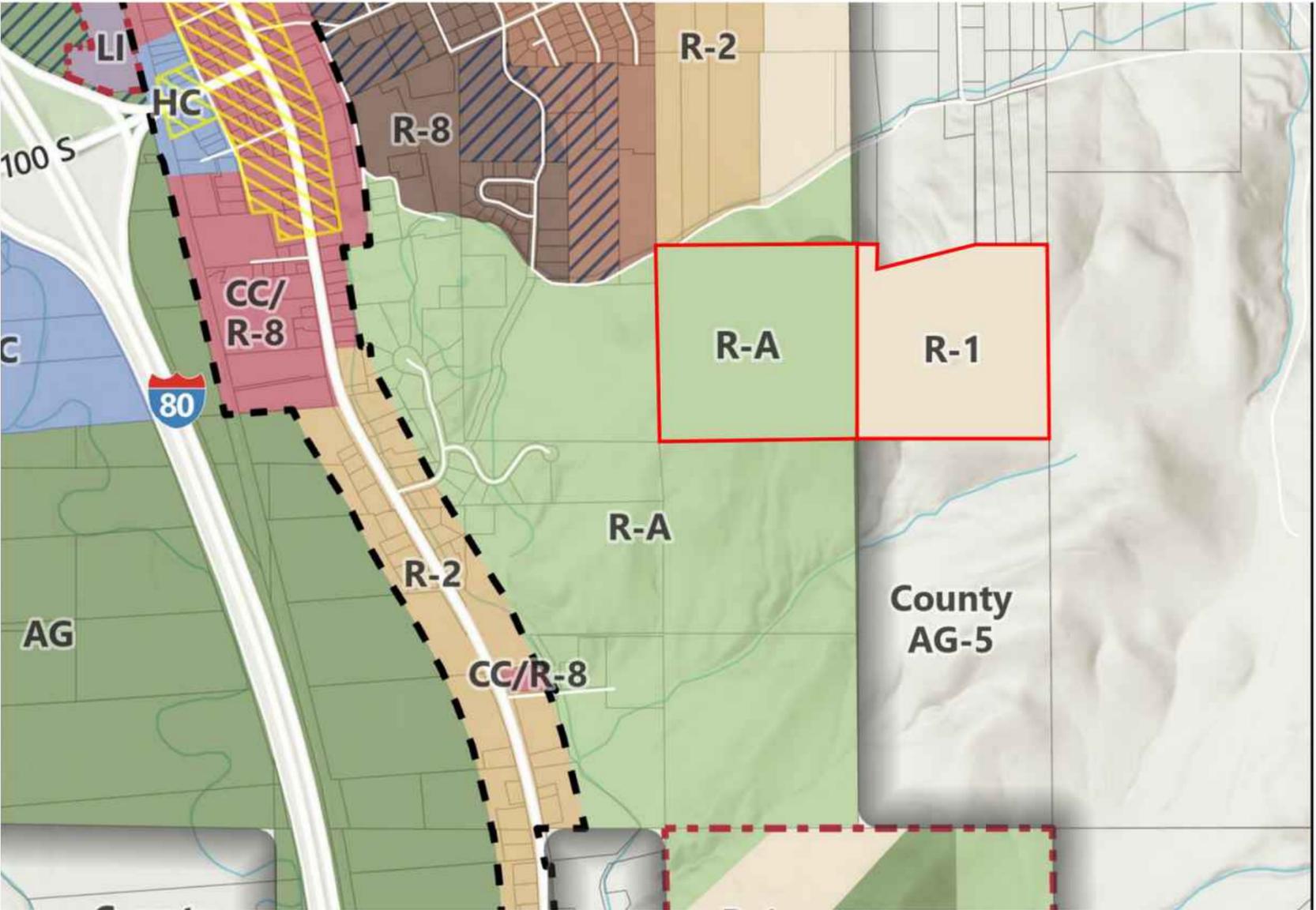
- Highway Commercial (HC)
- Light Industrial (LI)
- Agricultural (AG)
- Residential Agricultural (R-A)
- Low Density Residential (R-1)
- Medium Density Residential (R-2)
- High Density Residential (R-4)
- Very High Density Residential (R-8)
- Community Commercial (CC) & Very High Density Residential (R-8)
- Slope >30%
- FEMA Flood Zones



CREATED OCTOBER 2023

GATEWAY MAPPING INC.
a J-U-B Company

PROJECT OVERVIEW



DEVELOPMENT TYPE

- **Community Vision:** Development of ranchettes, hobby farms, and self-sufficient homes to create a sustainable living environment.
- **Generous Land Allotments:** Each property will provide ample space for gardening, small-scale farming, and livestock, promoting self-sufficiency.
- **Fostering Community Engagement:** Encouraging a close-knit community where residents can pursue shared interests and cultivate connections.

WATER TANKS

Donating land valued at approximately \$1.2 million.

Approximately three acres will be donated to the city for two water tank sites.

LAND

Future space for two one-million-gallon water tanks.

WATER TANKS

Each tank will provide approximately 1,000 homes with culinary water. They will also provide 2 hours of fire storage for the city.

FUTURE WATER SOURCE

OTHER CITY USES

SMALL BUSINESSES

More revenue and employees for local small businesses.

ACTIVE COMMUNITY

Provide access to and expand existing trail system.

MORE FUNDING FOR SCHOOLS

More families lead to higher enrollment, which in turn generates more funding for students.

Estimated \$180,000 a year in revenue from taxes

Concept Plan for Robinson Hill

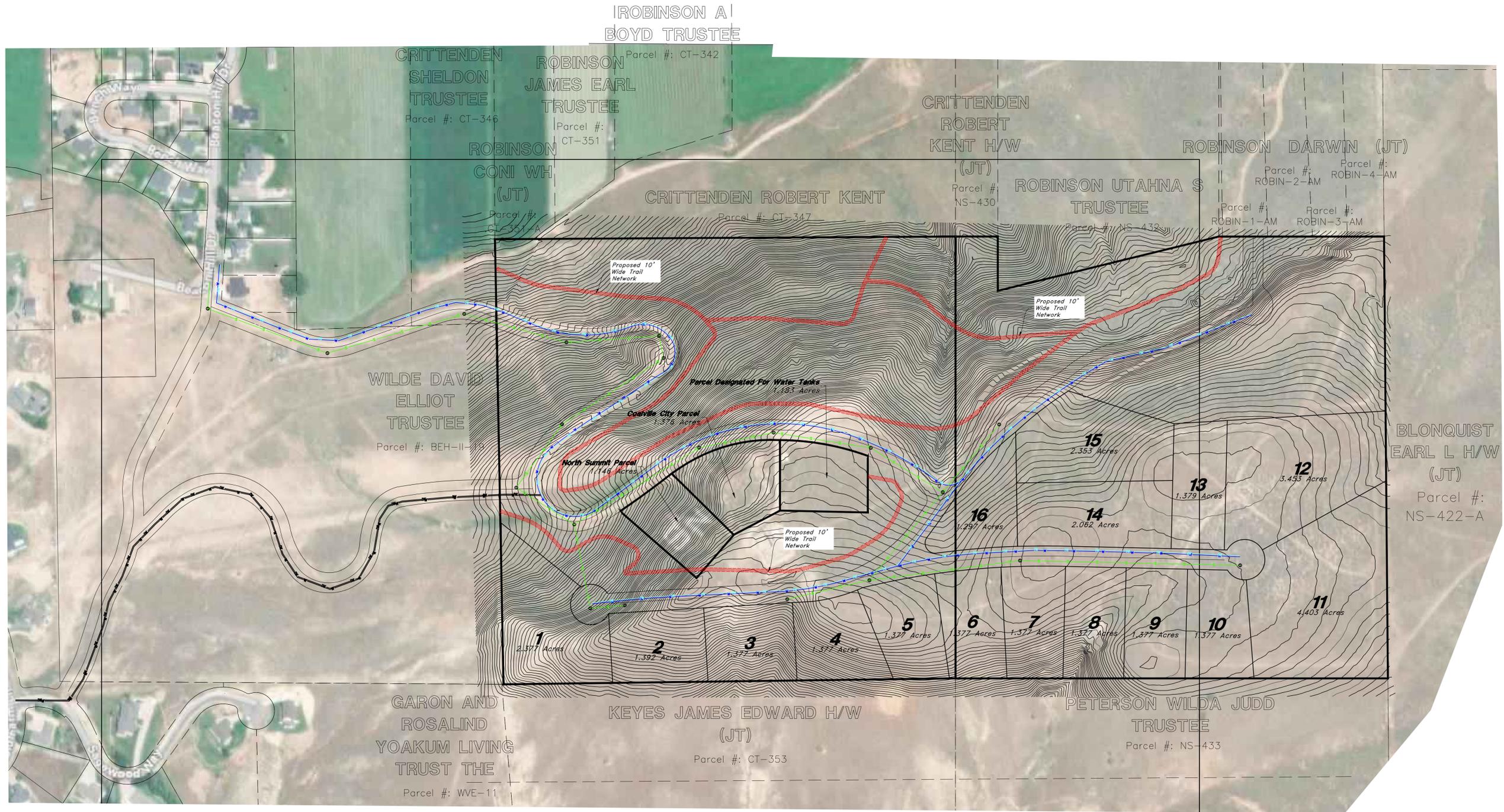
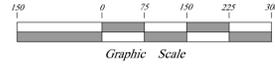


Legend

(Note: All items may not appear on drawing)

- 30% Slope and over
(993,115.60 SQFT, 22.80 Acres ±)
- 20%-30% Slope
(7493,42.51 SQFT, 17.20 Acres ±)
- 20% Slope and under
(2,135,446.15 SQFT, 49.20 Acres ±)
- Survey Boundary (GIS)
- Irrigation Line
- Water Line
- Sewer Line
- Parcel Line
- Centerline of Road

Scale: 1" = 150'



REV	DATE	DESCRIPTION

GREAT BASIN ENGINEERING

5746 SOUTH 1475 EAST OGDEN, UTAH 84403
 MAIN (801)394-4515 S.L.L.C. (801)521-0222 FAX (801)392-7544
 WWW.GREATBASINENGINEERING.COM

Concept Plan

Robinson - Coalville
 Approx. 271 Beacon Hill DR
 Coalville UT 84017 USA, Summit County, Utah
 A part of Section 16, T2N, R5E, SLB&M, U.S. Survey

April 2025

SHEET NO.

C1

24N724

ANNEXATION AGREEMENT

Coalville City, Utah
ROBINSON HILL

THIS ANNEXATION AGREEMENT (“AGREEMENT”) IS MADE AND ENTERED INTO THIS _____ DAY OF _____, 20____, BY AND BETWEEN COALVILLE CITY, UTAH, A MUNICIPAL CORPORATION OF THE STATE OF UTAH, AND JONATHAN SHAW AND CORY BERDINNER (REPRESENTING PAMELA ROBINSON) (“OWNER” OR “OWNERS”).

RECITALS

- A. Owners have filed an annexation petition pursuant to Utah Code Title 10, Chapter 2, Part 4, seeking annexation of approximately 38.72 acres located in Summit County, Utah (the “Annexed Area”), Parcel NS-424-A, legally described in Exhibit A.
- B. Coalville City (“the City”) has accepted the petition for further consideration in accordance with Utah Code.
- C. Owners desire annexation of the Annexed Area into the City and acknowledge that the City is willing to annex the property only upon the conditions set forth herein.
- D. The parties desire to enter into this Agreement to define responsibilities relating to annexation, utilities, infrastructure, zoning, and development.
- E. Approval of this Agreement does not grant subdivision approval, site plan approval, building permits, or vested land use rights.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION 1 – DEFINITIONS

- 1.1. **Annexed Area** means the real property described in Exhibit A.
- 1.2. **Coalville City Standards** means all applicable City ordinances, development standards, construction standards, policies, and regulations in effect at the time of application.
- 1.3. **Project Area** means the portion of the Annexed Area owned or controlled by Owner.

SECTION 2 – GENERAL RIGHTS AND RESPONSIBILITIES

2.1 Owner’s General Obligations:

Owners agree:

- To comply with all City ordinances and standards in effect at the time of development application.
- To pay all impact fees, connection fees, and other applicable fees required by ordinance.
- That this Agreement does not waive compliance with subdivision or land use approval processes.
- That no vested rights are created by this Agreement unless expressly stated.

2.2 Coalville City’s Reserved Legislative Authority:

Nothing in this Agreement shall:

- Limit the City’s police power.
- Prevent future amendments to zoning, land use regulations, or standards.
- Guarantee specific development approvals.

SECTION 3 – ZONING

3.1. **Initial Zoning Designation:** Upon annexation, the property is anticipated to be zoned [Residential Agriculture \(R-A\)](#) and [Low Density Residential \(R-1\)](#).

3.2. Zoning is a legislative act and shall be adopted separately by ordinance following required public hearings.

3.3. Subsequent zone changes must comply with City procedures and state law.

SECTION 4 – MUNICIPAL UTILITIES

4.1. Owner Obligations:

Owners shall:

- Design, construct, and dedicate all required public improvements.
- Install applicable water, sewer, storm drain, power, telecommunications, and other utilities required to serve development.
- Dedicate required easements at no cost to the City.
- Comply with City Construction Standards.
- Oversize infrastructure if required by the City Engineer (subject to reimbursement provisions below).

4.2 Water Rights Dedication (if applicable):

If required by City ordinance:

- Owners shall dedicate/transfer sufficient culinary water shares or pay fee in lieu of prior to final plat recording.
- Owners shall dedicate/transfer irrigation water rights to the City prior to final plat recording.
- Transfers shall comply with applicable state law and City procedures.
- Owners warrant good and marketable title to all water rights transferred.

4.3. Reimbursement/Oversizing:

If the City requires infrastructure oversized beyond minimum standards necessary to serve the Project Area:

- Owners may be eligible for reimbursement through impact fee credits or separate reimbursement agreements.
- Reimbursement shall comply with Utah Impact Fee Act and City ordinance.
- A separate reimbursement agreement may be required once actual costs are known.

SECTION 5 – TRANSPORTATION & RIGHT-OF-WAY

5.1. Owners shall dedicate necessary public right-of-way as required by the City Master Transportation Plan and/or condition of approval for annexation .

5.2. Required roadway improvements shall be constructed to City standards.

5.3. The City shall accept dedication upon inspection and approval.

SECTION 6 – CONDITIONS PRECEDENT AND SUBSEQUENT

6.1. Improvements required prior to recording the annexation plat shall constitute the following conditions precedent to annexation:

- 6.1.1. Submittal and approval of an updated final annexation plat.
- 6.1.2. [Submittal and approval of preliminary Water Service Agreement for payment in-lieu-of fee for providing water shares for culinary water service. Payment in-lieu-of fee amount shall be \\$_____per Equivalent Residential Connection \(ERC\).](#)
- 6.1.3. Execution by all parties of this annexation agreement.

6.2. Improvements required after annexation shall constitute the following conditions subsequent and may be enforced by specific performance:

- 6.2.1. Submittal and approval of all required preliminary subdivision drawings, impact studies, project development agreement, and other information required by city code and ordinances.

- 6.2.2. Submittal and approval of 7 water shares 1-acre share each for secondary water.
- 6.2.3. Submittal and approval of preliminary construction drawings for connection road between South Beacon Hill Drive and Sagewood Way.
- 6.2.4. Submittal and approval of land dedication exhibit for 3-acres of land to Coalville City.
- 6.2.5. Submittal and approval of preliminary trails and open space plan.
- 6.2.6. Execution by all parties of the final Water Service Agreement for culinary water service.

SECTION 7 – COVENANTS RUNNING WITH THE LAND

The provisions of this Agreement:

- Constitute covenants running with the land.
- Bind Owners and all successors and assigns.
- Apply only to the portion of property owned by each successor.

SECTION 8 – RECORDING

This Agreement, or a notice thereof, may be recorded with the Summit County Recorder and shall reference the legal description attached as Exhibit A.

SECTION 9 – DEFAULT

In the event of default:

- The non-defaulting party may pursue all remedies available at law or equity.
- The City may withhold approvals or services if obligations are unmet.

SECTION 10 – MISCELLANEOUS

10.1. Severability:

If any provision of this Agreement, or the application thereof to any person or circumstance, is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect. The Parties intend that this Agreement be enforced to the fullest extent permitted by law.

10.2. Governing Law; Venue:

This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. Venue for any action arising out of or related to this Agreement shall lie exclusively in the district court of the county in which the Annexed Area is located.

10.3. No Agency, Partnership, or Joint Venture:

Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, agency, or employment relationship between the City and the Owners. The

Project Area is a private development, and the Owners shall be solely responsible for all development activities conducted thereon.

10.4. Notices:

Any notice, demand, request, consent, approval, or other communication required or permitted under this Agreement shall be in writing and shall be deemed given:

- (a) Upon personal delivery;
- (b) Three (3) business days after deposit in the United States mail, certified mail, return receipt requested; or
- (c) One (1) business day after deposit with a nationally recognized overnight delivery service;

Addressed as follows:

If to the City:

Coalville City
Attn: Mayor Rory Swensen
PO Box 188
Coalville, UT 84017

If to Owner:

Verlan E & Pamela J Robinson, Trustees
1064 W 2600 S
Syracuse, UT 84075

Either Party may change its address by written notice given in accordance with this section.

10.5 Assignment:

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors, and assigns.

Owners may assign their rights and obligations under this Agreement only in connection with a transfer of an interest in the Project Area, and only if the assignee expressly assumes in writing all obligations applicable to the portion of property being transferred.

The City may assign its administrative rights under this Agreement to a successor governmental entity but may not assign its legislative authority.

No assignment shall relieve the assigning Owner of obligations accrued prior to the effective date of assignment.

SIGNATURES

CITY OF COALVILLE, UTAH:

Signed: _____

Mayor Rory Swensen

Attest: _____

Halle Moser, Recorder

OWNERS:

Signed: _____

Name/Entity

Signed: _____

Name/Entity

STATE OF UTAH)

: SS.

COUNTY OF _____)

On this _____ day of _____, 20 _____, before me, the undersigned notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed the same.

Notary Public

My Commission Expires: _____