

AMERICAN FORK CITY COUNCIL
SEPTEMBER 27, 2022
REGULAR SESSION AGENDA

Notice of Electronic Meeting

One or more City Council members may be physically absent from this meeting but may participate electronically.

The American Fork City Council will meet in a regular session on Tuesday, September 27, 2022, in the American Fork City Hall, 31 North Church Street, commencing at 7:00 p.m. The agenda shall be as follows:

REGULAR SESSION

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

COMMON CONSENT AGENDA

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

1. Approval of the July 26, 2022, city council minutes.
2. Approval of the August 2, 2022, special session/work session minutes.
3. Approval of the August 9, 2022, city council minutes.
4. Approval of the August 16, 2022, work session minutes.
5. Approval of the August 23, 2022, city council minutes.
6. Approval of the August 23, 2022, truth in taxation minutes.
7. Approval of the August 30, 2022, special session minutes.
8. Approval of the authorization to release the Improvements Durability Retainer of \$5,934.20 for Chidester Plat B, located at approximately 1400 North Center Street.
9. Ratification of city payments (September 7, 2022, to September 20, 2022) and approval of purchase requests over \$50,000.

ACTION ITEMS

1. Review and action of a Reimbursement Agreement for AF Crossings Plats C, D, E2 and AF10 with White Horse Developers, LLC.
2. Review and action on the Water Banking Agreement for surface water shares with Deer Park LLC for 1.9 acre-feet of water.
3. Review and action on the Water Banking Agreement for Water rights with Deer Park LLC for 52.638 acre-feet of water.
4. Review and action on the Water Banking Agreement for surface water shares with Layne Downs for 32.14 acre-feet of water.
5. Review and action on an ordinance approving an amendment to Section 17.7.503, titled "Planned Unit Developments - Conservation Subdivision Project" amending the lot size requirements for corner lots.

6. Review and action on an ordinance approving amendments to Sections 17.16.250, 15.16.260, and 15.16.270 of the city code within the Floodplain Management chapter related to construction within flood hazard areas and enforcement of the amendment.
7. Review and action on an ordinance approving amendments to Section 15.01.140 titled "Sewage System" amending the elevation drop in a manhole.
8. Review and action on an ordinance amending Section 15.01.610.C titled "Manholes" amending the elevation drop in a manhole.
9. Review and action on a resolution adopting the Moderate Income Housing Element of the General Plan.
10. Review and action on a resolution approving the American Fork MS4 Annual Report for 2021-2022.
11. Adjournment.

Dated this 23rd day of September 2022.



Terilyn Lurker
City Recorder

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



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
SEPTEMBER 27, 2022**

Department Public Works

Director Approval Terilyn Lurker

AGENDA ITEM Consideration regarding authorization to release the Improvements Durability Retainer of \$5,934.20 for Chidester Plat B, located at approximately 1400 North Center Street.

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

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

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

SUGGESTED MOTION Move to authorize the City Engineer to issue documents and/or payments to release the Improvements Durability Retainer of \$5, 934.20 for Chidester Plat B. Find that the quality of construction and materials have endured without evidence of unusual depreciation, wear, non-conformance of City standards, or need for remedial action.

SUPPORTING DOCUMENTS

Chidester Plat B-Warranty release (PDF)



IMPROVEMENT WARRANTY RELEASE AUTHORIZATION

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

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

Amount Released: \$5,934.20

PASSED THIS 27 DAY OF SEPTEMBER, 2022

City Representative, American Fork City

ATTEST:

Terilyn Lurker, City Recorder

Attachment: Chidester Plat B-Warranty release (Durability Release)

Name of Development: Chidester Plat B

Date		Date		Date		Date		Date		Date	
5/26/2020	PARTIAL	10/20/2021	Final Release								

	Description of Item	Quantity	Unit	Unit Price	Total	Release #1	Amount Requested	Release #2	Amount Requested	Release #3	Amount Requested	Release #4	Amount Requested	Release #5	Amount Requested	Release #6	Amount Requested
SWPPP																	
	Install and maintain SWPPP	1	LS	\$4,000.00	\$4,000.00		\$0.00	1	\$4,000.00		\$0.00		\$0.00		\$0.00		\$0.00
CULINARY WATER																	
	1" Water Service Lateral	3	Each	\$968.72	\$2,906.16	3	\$2,906.16		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
PRESSURIZED IRRIGATION																	
	1" PI Service Lateral with meter	4	Each	\$1,000.00	\$4,000.00	4	\$4,000.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
STREETS																	
	1" Minus Road Base	2400	SF	\$0.75	\$1,800.00	2400	\$1,800.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Subgrade	2400	SF	\$0.33	\$792.00	2400	\$792.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	3" Bituminous Asphalt	2400	SF	\$1.68	\$4,032.00		\$0.00	2400	\$4,032.00		\$0.00		\$0.00		\$0.00		\$0.00
	2' Curb & Gutter	553	LF	\$20.46	\$11,314.38	553	\$11,314.38		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	5' Sidewalk	2765	SF	\$5.00	\$13,825.00	2765	\$13,825.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	ADA Ramp	1	Each	\$1,881.74	\$1,881.74	1	\$1,881.74		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Sawcut	553	LF	\$1.10	\$608.30	553	\$608.30		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
STORM DRAINAGE																	
	15" RCP	8	LF	\$32.18	\$257.44	8	\$257.44		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Catch Basin w/ Snout	1	Each	\$2,725.00	\$2,725.00	1	\$2,725.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Sump	1	Each	\$3,600.00	\$3,600.00	1	\$3,600.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
CONSTRUCTION MANAGEMENT/MISC.																	
	As Builts	1	Each	\$3,500.00	\$3,500.00		\$0.00	1	\$3,500.00		\$0.00		\$0.00		\$0.00		\$0.00
	Testing, Cleaning, Inspections	1	LS	\$2,000.00	\$2,000.00		\$0.00	1	\$2,000.00		\$0.00		\$0.00		\$0.00		\$0.00
	Subdivision Monument	1	Each	\$900.00	\$900.00		\$0.00	1	\$900.00		\$0.00		\$0.00		\$0.00		\$0.00
LANDSCAPING 10-2315-000																	
	Street Trees	4	Each	\$300.00	\$1,200.00		\$0.00	4	\$1,200.00		\$0.00		\$0.00		\$0.00		\$0.00

[illegible]

\$59,342.02

\$43,710.02

\$15,632.00

	\$0.00
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	\$0.00
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	\$0.00
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\$0.00

\$0.00 Available for Release

10% Durability - retained at ICG release	\$5,934.20
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ICG Amount	\$65,276.22
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Recording Fees	10-3470-500		
Plat (Base)	\$1.00	\$50.00	\$ 50.00
Plus Per Lot	\$4.00	\$2.00	\$ 8.00
Each Document		\$40.00	\$ -
Each Additional Description or Unit over Ten		\$2.00	\$ -
		Subtotal	\$ 58.00

Total Fees	\$58.00
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Total Bond & Fees \$65,334.22



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
SEPTEMBER 27, 2022**

Department Public Works

Director Approval Scott Sensanbaugh

AGENDA ITEM Review and action of a Reimbursement Agreement for AF Crossings Plats C, D, E2 and AF10 with White Horse Developers, LLC

SUMMARY RECOMMENDATION White Horse Developers, LLC proposes a Reimbursement Agreement for system improvements along Lakeshore Drive, 620 South, 980 South, 1000 South, 1050 South, 1100 West and 1000 West of the approved AF Crossings Plats C, D, E2 and AF10 developments.

BACKGROUND The City Council approved the AF Crossings Plat C and D, originally known as Dixie Farms Plat C and D, at the May 14, 2019 Regular Session, the AF Crossing Plat E2 at the January 11, 2022 Regular Session and the AF 10 development at the May 5, 2020 Special Session. White Horse Developers, LLC has been working closely with the City's Public Works Department on a plan for the upsizing of the underground utilities along Lakeshore Drive, 620 South, 980 South, 1000 South, 1050 South, 1100 West and 1000 West in compliance with the approved Master Plans.

A Reimbursement Agreement was drafted by the developer and reviewed by the City Attorney's office. The agreement outlines the parameters for the construction cost of the sanitary sewer, culinary water, pressurized irrigation, roadway and storm drain improvements along Lakeshore Drive, 620 South and 1000 South.

The system improvement impact fees reimbursement adds up to \$195,350.00 for sanitary sewer, \$72,030.00 for culinary water, \$29,780.00 for pressurized irrigation and \$475,734.75 for road. The total cost for the system improvements adds up to \$772,894.75.

BUDGET IMPACT An amount no greater than \$772,894.75 for the upsizing of the public improvements along Lakeshore Drive, 620 South, 980 South, 1000 South, 1050 South, 1100 West and 1000 West, which will be applied as sanitary sewer, culinary water, pressurized irrigation and road impact fee reimbursements.

SUGGESTED MOTION Move to approve the Reimbursement Agreement with White Horse Developers, LLC for an amount no greater than \$772,894.75 for system improvements along Lakeshore Drive, 620 South, 980 South, 1000 South, 1050 South, 1100 West and 1000 West.

SUPPORTING DOCUMENTS

Reimbursement AF Crossings C_D_E2_AF10 (PDF)

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("*Agreement*") is entered into as of this _____ day of _____, 2022, by and between White Horse Developers, LLC ("*Developer*") with its principal offices located at 520 South 850 East, Suite A4, Lehi, UT 84043 and American Fork City, a municipal corporation and political subdivision of the State of Utah with its principal offices located at 51 East Main Street, American Fork, Utah 84003 ("*City*").

RECITALS

WHEREAS, Developer owns and/or has developed certain parcels of property located in American Fork, Utah County, Utah, specifically AF Crossings Plat C, D, E2 and AF 10 which consists of approximately 48 acres and is further described in Exhibit A attached hereto (the "*Property*").

WHEREAS, the parties have learned that there are certain mutually beneficial, cooperative and cost-cutting ways their respective properties can assist in the development of the other;

WHEREAS, pursuant to Section 13.80.030 of the American Fork Code of Ordinances and in compliance with Section 11-36a-402 of the Utah Code Annotated, the parties desire to provide for certain "system improvements," as that term defined in Section 11-36a-102 of the Utah Code Annotated, in conjunction with the development of the Property by Developer;

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

AGREEMENT

1. **Sanitary Sewer Line.** Developer is proposing to install sanitary sewer lines through its project at the required minimum size as required by City codes and standards. The City seeks to have the pipe within development upsized to a 12 inch and an 18 inch pipe to accommodate additional off-site uses. Each upsized pipe is a system improvement. The lengths of pipe, associated materials and costs are set forth, and agreed to as shown, in the attached Exhibit B.
2. **Culinary Water Line.** Developer is proposing to install culinary water lines through its project at the required minimum size as required by City codes and standards. The City seeks to have the pipe within development upsized to a 12 inch pipe to accommodate additional off-site uses. Each upsized pipe is a system improvement. The lengths of pipe, associated materials and costs are set forth, and agreed to as shown, in the attached Exhibit B.
3. **Pressurized Irrigation Line.** Developer is proposing to install pressurized irrigation lines through its project at the required minimum size as required in City codes and standards.

The City seeks to have the pipe within development upsized to a 8 inch and a 12 inch pipe to accommodate additional off-site uses. Each upsized pipe is a system improvement. The lengths of pipe, associated materials and costs are set forth, and agreed to as shown, in the attached Exhibit B.

4. Road. Developer is proposing to construct asphalt roads necessary for its development. The City seeks to have some of the asphalt roads (Lakeshore Drive, 620 South and 1000 South) within AF Crossings constructed wider than is necessary for the development per the Transportation Element of the General Plan to accommodate additional off-site uses. Each upsized asphalt road is a system improvement. The construction of the road beyond that necessary for the development is reimbursable to the Developer. The additional square footage, associated materials and costs are set forth, and agreed to as shown, in the attached Exhibit B.

5. System Improvements Reimbursement. The public improvements described above are each a System Improvement and collectively the "System Improvements." The City agrees to reimburse Developer for the System Improvements in an amount equal to the actual costs of the System Improvements, not to exceed the amounts set forth in Exhibit B.

6. Time of Reimbursement. The City shall provide to Developer a single reimbursement payment within thirty days of completion of all system improvements for the Project. Completion shall mean completion of construction, inspection and acceptance by the City Council.

7. Choice of Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Utah.

8. Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior understandings, written or oral, regarding the subject matter hereof.

9. Modification. This Agreement may only be modified or altered by a writing signed by both parties.

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

11. Execution. This Agreement may be executed in multiple original counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same Agreement.

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

13. Third-Party Beneficiary Interests. Nothing contained in this Agreement is intended to benefit any person or entity other than the parties to this Agreement and/or their respective successors and assigns; and no representation or warranty is intended for the benefit of, or to be relied upon by, any person or entity which is not a party to this Agreement and/or their respective successors and assigns.

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

WHEREFORE, the parties have executed the foregoing to be effective on the date appearing above.

DEVELOPER

AMERICAN FORK CITY

By: _____
Its: _____

Bradley J. Frost
Mayor, American Fork City

ATTEST:

City Recorder

Approved as to form:

Approved as to content:

City Attorney

City Engineer

EXHIBIT A
AF Crossings

PLAT C

BEGINNING AT A POINT LOCATED S89°52'20"W 3427.56 FEET AND SOUTH 1791.73 FEET FROM THE SOUTHEAST CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 00°07'53" EAST 290.59 FEET; THENCE ALONG THE ARC OF A 464.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 224.39 FEET (CURVE HAVING A CENTRAL ANGLE OF 27°42'28" AND LONG CHORD BEARS S13°43'20"W 222.21 FEET); THENCE SOUTH 27°34'34" WEST 486.75 FEET; THENCE ALONG THE ARC OF A NON-TANGENT 750.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 56.76 FEET (CURVE HAVING A CENTRAL ANGLE OF 04°20'11" AND LONG CHORD BEARS N57°20'49"W 56.75 FEET); THENCE NORTH 55°10'44" WEST 357.76 FEET; THENCE ALONG THE ARC OF A 700.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 624.75 FEET (CURVE HAVING A CENTRAL ANGLE OF 51°08'11" AND LONG CHORD BEARS N29°36'38"W 604.22 FEET); THENCE NORTH 04°02'32" WEST 100.53 FEET; THENCE ALONG THE ARC OF A 900.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 85.64 FEET (CURVE HAVING A CENTRAL ANGLE OF 05°27'07" AND LONG CHORD BEARS N06°46'05"W 85.61 FEET); THENCE NORTH 82°47'55" EAST 283.55 FEET; THENCE ALONG THE ARC OF 1036.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 158.73 FEET (CURVE HAVING A CENTRAL ANGLE OF 08°46'42" AND LONG CHORD BEARS N87°11'16"E 158.57 FEET); THENCE SOUTH 88°26'55" EAST 467.42 FEET; THENCE ALONG THE ARC OF 25.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 40.00 FEET (CURVE HAVING A CENTRAL ANGLE OF 91°40'58" AND LONG CHORD BEARS N45°42'36"E 35.87 FEET) TO THE POINT OF BEGINNING.

AREA = 660,990 SF OR 15.17 ACRES

BASIS OF BEARING IS NORTH 89°52'20" EAST ALONG SECTION LINE FROM THE SOUTH QUARTER CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE AND MERIDIAN, TO THE SOUTHEAST CORNER OF SAID SECTION 22. (NAD 27)

PLAT D

BEGINNING AT A POINT LOCATED S89°52'20"W 3794.36 FEET AND SOUTH 1507.83 FEET FROM THE SOUTHEAST CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 09°52'59" EAST 112.76 FEET; THENCE SOUTH 07°10'09" EAST 64.04 FEET; THENCE SOUTH 05°06'36" EAST 125.80 FEET; THENCE NORTH 88°26'55" WEST 164.74 FEET; THENCE ALONG THE ARC OF A 1036.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 158.27 FEET (CURVE HAVING A CENTRAL ANGLE OF 08°45'10" AND LONG CHORD BEARS S87°11'16"W 158.57 FEET); THENCE SOUTH 82°47'55" WEST 283.55 FEET; THENCE ALONG THE ARC OF A NON-TANGENT 900.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 949.62 FEET (CURVE HAVING A CENTRAL ANGLE OF 60°27'16" AND LONG CHORD BEARS N39°43'17"W 906.18 FEET); THENCE NORTH 01°05'13" EAST 271.37 FEET; THENCE SOUTH 88°26'57" EAST 161.74 FEET; THENCE SOUTH 89°53'59" EAST 247.36 FEET; THENCE SOUTH 10°58'14" EAST 68.58 FEET; THENCE SOUTH 47°45'12" EAST 156.22 FEET; THENCE SOUTH 43°38'15" EAST 64.02 FEET; THENCE SOUTH 43°14'59" EAST 86.77 FEET; THENCE SOUTH 38°55'54" EAST 75.61 FEET; THENCE SOUTH 36°32'59" EAST 73.21 FEET; THENCE SOUTH 29°51'38" EAST 90.00 FEET; THENCE SOUTH 26°41'54" EAST 75.07 FEET; THENCE SOUTH 22°04'57" EAST 91.22 FEET; THENCE SOUTH 19°51'06" EAST 13.73 FEET; THENCE NORTH 70°32'58" EAST 101.79 FEET; THENCE SOUTH 84°46'30" EAST 70.10 FEET; THENCE NORTH 71°44'36" EAST 102.25 FEET TO THE POINT OF BEGINNING.

AREA = 498,884 SF OR 11.45 ACRES

BASIS OF BEARING IS NORTH 89°52'20" EAST ALONG SECTION LINE FROM THE SOUTH QUARTER CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE AND MERIDIAN, TO THE SOUTHEAST CORNER OF SAID SECTION 22. (NAD 27)

PLAT E2

BEGINNING AT A POINT LOCATED S89°52'20"W 3830.50 FEET AND SOUTH 884.27 FEET FROM THE SOUTHEAST CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 13°25'43" EAST 136.56 FEET; THENCE SOUTH 19°28'44" WEST 94.33 FEET; THENCE SOUTH 71°44'43" EAST 60.17 FEET; THENCE SOUTH 29°57'13" EAST 124.72' FEET; THENCE ALONG THE ARC OF A 63.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 88.21 FEET (CURVE HAVING A CENTRAL ANGLE OF 80°13'27" AND LONG CHORD BEARS S57°55'53"E 81.18 FEET); THENCE ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 42.49 FEET (CURVE HAVING A CENTRAL ANGLE OF 162°18'44" AND LONG CHORD BEARS N81°01'29"E 29.64 FEET); THENCE SOUTH 00°07'53" WEST 270.52 FEET; THENCE ALONG THE ARC OF A 68.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 82.42 FEET (CURVE HAVING A CENTRAL ANGLE OF 69°26'34" AND LONG CHORD BEARS S34°35'23"W 77.46 FEET); THENCE SOUTH 10°19'08" EAST 64.54 FEET; THENCE ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 14.48 FEET (CURVE HAVING A CENTRAL ANGLE OF 54°33'13" AND LONG CHORD BEARS S78°21'46"E 13.75 FEET); THENCE ALONG THE ARC OF A 63.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 48.67 FEET (CURVE HAVING A CENTRAL ANGLE OF 44°16'49" AND LONG CHORD BEARS S73°13'34"E 47.49 FEET); THENCE NORTH 88°26'55" WEST 302.68 FEET; THENCE NORTH 05°06'36" WEST 125.80 FEET; THENCE NORTH 07°10'09" WEST 64.046 FEET; THENCE NORTH 09°52'59" WEST 112.76 FEET; THENCE SOUTH 71°44'36" WEST 102.25 FEET; THENCE NORTH 84°46'30" WEST 70.106 FEET; THENCE SOUTH 70°32'58" WEST 101.79 FEET; THENCE NORTH 19°51'06" WEST 13.73 FEET; THENCE NORTH 22°04'57" WEST 91.22 FEET; THENCE NORTH 26°41'54" WEST 75.07 FEET; THENCE NORTH 20°51'38" WEST 90.00 FEET; THENCE NORTH 32°06'23" WEST 49.78 FEET; THENCE NORTH 36°32'59" WEST 73.21 FEET; THENCE NORTH 38°55'54" WEST 75.61 FEET; THENCE NORTH 43°14'59" WEST 86.77 FEET; THENCE NORTH 43°38'15" WEST 64.02 FEET; THENCE NORTH 47°45'12" WEST 156.22 FEET; THENCE NORTH 10°58'14" WEST 68.58 FEET; THENCE SOUTH 89°53'59" EAST 281.13 FEET; THENCE SOUTH 89°54'00" EAST 413.00 FEET TO THE POINT OF BEGINNING.

AREA = 414,018 SF OR 9.50 ACRES

BASIS OF BEARING IS NORTH 89°52'20" EAST ALONG SECTION LINE FROM THE SOUTH QUARTER CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE AND MERIDIAN, TO THE SOUTHEAST CORNER OF SAID SECTION 22. (NAD 27)

AF 10

BEGINNING AT A POINT LOCATED SOUTH 96.23 FEET FROM THE SOUTHEAST CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 89°31'53" WEST 236.86 FEET; THENCE SOUTH 00°27'39" WEST 4.12 FEET; THENCE NORTH 89°31'53" WEST 47.72 FEET; THENCE NORTH 00°58'19" EAST 677.81 FEET; THENCE SOUTH 89°01'53" EAST 348.71 FEET; THENCE ALONG THE ARC OF A 1500.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 48.73 FEET (CURVE HAVING A CENTRAL ANGLE OF 01°51'41" AND LONG CHORD BEARS S89°57'44"E 48.73 FEET); THENCE NORTH 89°06'26" EAST 332.40 FEET; THENCE SOUTH 55°17'33" EAST 40.28 FEET; THENCE SOUTH 00°07'40" EAST 554.84 FEET; THENCE SOUTH 89°52'26" WEST 9.61 FEET; THENCE SOUTH 00°00'58" EAST 101.31 FEET; THENCE NORTH 89°31'53" WEST 481.43 FEET TO THE POINT OF BEGINNING.

AREA = 517,010 SF OR 11.87 ACRES

BASIS OF BEARING IS NORTH 89°52'20" EAST ALONG SECTION LINE FROM THE SOUTH QUARTER CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE AND MERIDIAN, TO THE SOUTHEAST CORNER OF SAID SECTION 22. (NAD 27)

EXHIBIT "B"
Description of Improvements and estimated cost (bid schedule)

Name of Development: AF Crossings PLAT C

Description of Item	Minimum Standard				Upsize			
	Quantity	Unit	Unit Price	Total	Quantity	Unit Price	Total	Reimbursement
SITE & SWPPP								
Clear And Grub	2950	CY	\$4.00	\$11,800.00	3080	\$4.00	\$12,320.00	\$520.00
Clear And Grub (LAKESHORE)	1845	CY	\$4.00	\$7,380.00	1980	\$4.00	\$7,920.00	\$540.00
ROW Fill To Subgrade	9705	CY	\$23.00	\$223,215.00	13470	\$23.00	\$309,810.00	\$86,595.00
ROW Fill To Subgrade (LAKESHORE)	10750	CY	\$23.00	\$247,250.00	13390	\$23.00	\$307,970.00	\$60,720.00
Subgrade Prep Site	114995	SF	\$0.13	\$14,949.35	122000	\$0.13	\$15,860.00	\$910.65
Subgrade Prep Site (LAKESHORE)	81625	SF	\$0.13	\$10,611.25	89000	\$0.13	\$11,570.00	\$958.75
SEWER								
18" Sewer Main	850	LF	\$35.00	\$29,750.00	850	\$90.00	\$76,500.00	\$46,750.00
4x18" Sewer Lat	14	EACH	\$1,700.00	\$23,800.00	14	\$2,400.00	\$33,600.00	\$9,800.00
CULINARY WATER								
12" Main	430	LF	\$28.00	\$12,040.00	430	\$50.00	\$21,500.00	\$9,460.00
12" Valves	2	Each	\$2,000.00	\$4,000.00	2	\$3,500.00	\$7,000.00	\$3,000.00
PRESSURIZED IRRIGATION								
8" Main	480	LF	\$22.00	\$10,560.00	480	\$30.00	\$14,400.00	\$3,840.00
8" Valves	3	Each	\$1,400.00	\$4,200.00	3	\$2,000.00	\$6,000.00	\$1,800.00
8" Fittings	1	Each	\$650.00	\$650.00	1	\$850.00	\$850.00	\$200.00
STREETS								
COLLECTOR - LAKESHORE DRIVE								
14" Sub Base	41770	SF	\$1.25	\$52,212.50	49145	\$1.25	\$61,431.25	\$9,218.75
9" Thick - 1" Minus Road Base	41770	SF	\$1.00	\$41,770.00	49145	\$1.00	\$49,145.00	\$7,375.00
4" Bituminous Asphalt	41770	SF	\$1.20	\$50,124.00	49145	\$1.55	\$76,174.75	\$26,050.75
COLLECTOR - 1000 SOUTH								
14" Sub Base	29775	SF	\$1.25	\$37,218.75	36780	\$1.25	\$45,975.00	\$8,756.25
9" Thick - 1" Minus Road Base	29775	SF	\$1.00	\$29,775.00	36780	\$1.00	\$36,780.00	\$7,005.00
4" Bituminous Asphalt	29775	SF	\$1.20	\$35,730.00	36780	\$1.55	\$57,009.00	\$21,279.00
TOTAL								\$304,779.15

Name of Development: AF Crossings Plat D

Description of Item	Minimum Standard				Upsize			
	Quantity	Unit	Unit Price	Total	Quantity	Unit Price	Total	Reimbursement
SITE & SWPPP								
Clear And Grub (LAKESHORE)	1335	CY	\$4.00	\$5,340.00	1445	\$4.00	\$5,780.00	\$440.00
ROW Fill To Subgrade	15945	CY	\$23.00	\$366,735.00	19525	\$23.00	\$449,075.00	\$82,340.00
ROW Fill To Subgrade (LAKESHORE)	10050	CY	\$23.00	\$231,150.00	12055	\$23.00	\$277,265.00	\$46,115.00
Subgrade Prep Site (LAKESHORE)	72105	SF	\$0.13	\$9,373.65	78000	\$0.13	\$10,140.00	\$766.35
SEWER								
18" Sewer Main	1440	LF	\$35.00	\$50,400.00	1440	\$90.00	\$129,600.00	\$79,200.00
12" Sewer Main	240	LF	\$35.00	\$8,400.00	240	\$65.00	\$15,600.00	\$7,200.00
4x18" Sewer Lat	35	EACH	\$1,700.00	\$59,500.00	36	\$2,400.00	\$86,400.00	\$26,900.00
CULINARY WATER								
12" Main	275	LF	\$28.00	\$7,700.00	275	\$50.00	\$13,750.00	\$6,050.00
12" Valves	2	Each	\$2,000.00	\$4,000.00	2	\$3,500.00	\$7,000.00	\$3,000.00
12" Fittings	1	Each	\$850.00	\$850.00	1	\$1,300.00	\$1,300.00	\$450.00
1x12" Dual Water Service	2	Each	\$3,100.00	\$6,200.00	2	\$3,300.00	\$6,600.00	\$400.00
PRESSURIZED IRRIGATION								
8" Main	260	LF	\$22.00	\$5,720.00	260	\$30.00	\$7,800.00	\$2,080.00
8" Valves	2	Each	\$1,400.00	\$2,800.00	2	\$2,000.00	\$4,000.00	\$1,200.00
8" Fittings	1	Each	\$650.00	\$650.00	1	\$850.00	\$850.00	\$200.00
8" Services	2	Each	\$1,500.00	\$3,000.00	2	\$1,700.00	\$3,400.00	\$400.00
STREETS								
COLLECTOR - LAKESHORE DRIVE								
14" Sub Base	33395	SF	\$1.25	\$41,743.75	39290	\$1.25	\$49,112.50	\$7,368.75
9" Thick - 1" Minus Road Base	33395	SF	\$1.00	\$33,395.00	39290	\$1.00	\$39,290.00	\$5,895.00
4" Bituminous Asphalt	33395	SF	\$1.20	\$40,074.00	39290	\$1.55	\$60,899.50	\$20,825.50

TOTAL **\$290,830.60**

Name of Development: AF Crossings Plat E2

Minimum Standard				Upsize				
Description of Item	Quantity	Unit	Unit Price	Total	Quantity	Unit Price	Total	Reimbursement
SITE & SWPPP								
ROW Fill To Subgrade	8795	CY	\$23.00	\$202,285.00	10005	\$23.00	\$230,115.00	\$27,830.00
SEWER								
12" Sewer Main	640	LF	\$35.00	\$22,400.00	640	\$65.00	\$41,600.00	\$19,200.00
4x12" Sewer Lat	18	EACH	\$1,700.00	\$30,600.00	18	\$2,050.00	\$36,900.00	\$6,300.00
CULINARY WATER								
12" Main	780	LF	\$28.00	\$21,840.00	780	\$50.00	\$39,000.00	\$17,160.00
12" Valves	5	Each	\$2,000.00	\$10,000.00	5	\$3,500.00	\$17,500.00	\$7,500.00
12" Fittings	3	Each	\$850.00	\$2,550.00	3	\$1,300.00	\$3,900.00	\$1,350.00
Fire Hydrant off 12" Main	2	Each	\$6,500.00	\$13,000.00	2	\$7,000.00	\$14,000.00	\$1,000.00
1x12" Dual Water Service	7	Each	\$3,100.00	\$21,700.00	7	\$3,300.00	\$23,100.00	\$1,400.00
TOTAL								\$81,740.00

Name of Development: AF 10

Description of Item	Minimum Improvements				Reimbursement			
	Quantity	Unit	Unit Price	Total	Upsize Quantity	Unit Price	Total	Upsize Difference
CULINARY WATER								
12" Main	730	LF	\$28.00	\$20,440.00	730	\$50.00	\$36,500.00	\$16,060.00
12" Valves	2	Each	\$2,000.00	\$4,000.00	2	\$3,500.00	\$7,000.00	\$3,000.00
12" Fittings	2	Each	\$850.00	\$1,700.00	2	\$1,300.00	\$2,600.00	\$900.00
1" Culinary Water Service off 12" Main	1	Each	\$1,700.00	\$1,700.00	1	\$2,000.00	\$2,000.00	\$300.00
Fire Hydrant off 12" Main	2	Each	\$6,500.00	\$13,000.00	2	\$7,000.00	\$14,000.00	\$1,000.00
PRESSURIZED IRRIGATION								
12" Main	730	LF	\$30.00	\$21,900.00	730	\$52.00	\$37,960.00	\$16,060.00
12" Valves	2	Each	\$2,000.00	\$4,000.00	2	\$3,500.00	\$7,000.00	\$3,000.00
12" Fittings	2	Each	\$850.00	\$1,700.00	2	\$1,200.00	\$2,400.00	\$700.00
1" PI Water Service off 12" Main	1	Each	\$1,700.00	\$1,700.00	1	\$2,000.00	\$2,000.00	\$300.00
STREETS								
COLLECTOR - 620 SOUTH								
14" Sub Base	21760	SF	\$1.25	\$27,200.00	25410	\$1.25	\$31,762.50	\$4,562.50
9" Thick - 1" Minus Road Base	21760	SF	\$1.00	\$21,760.00	25410	\$1.00	\$25,410.00	\$3,650.00
4" Bituminous Asphalt	21760	SF	\$1.20	\$26,112.00	25410	\$1.55	\$39,385.50	\$13,273.50
10" Curb	0	LF	\$0.00	\$0.00	575	\$45.00	\$25,875.00	\$25,875.00
Plowable End Sections	0	Each	\$0.00	\$0.00	4	\$650.00	\$2,600.00	\$2,600.00
4" Sidewalk	3280	SF	\$6.50	\$21,320.00	3936	\$6.50	\$25,584.00	\$4,264.00
TOTAL							\$95,545.00	



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
SEPTEMBER 27, 2022**

Department Public Works

Director Approval Scott Sensanbaugher

AGENDA ITEM Review and action on the Water Banking Agreement for surface water shares with Deer Park LLC for 1.9 acre-feet of water.

SUMMARY RECOMMENDATION Staff recommends approval of the Water Banking Agreement for Water Shares with Deer Park LLC for 1.9 acre-feet of water as shown in the agreement.

BACKGROUND Water banking agreements are authorized by the American Fork municipal code to document and track water dedicated to the city in exchange for water credits that can be used or assigned to another person to meet the city's water dedication requirements.

This water banking agreement is for 0.95 shares in American Fork Irrigation Company equivalent to 1.9 acre-feet of water.

BUDGET IMPACT N/A

SUGGESTED MOTION I move to approve the water banking agreement for surface water shares with Deer Park LLC for 1.9 acre-feet of water and authorize the city to sign the agreement.

SUPPORTING DOCUMENTS

Deer Park LLC - Water Banking Agreement for Water Shares 2022.09.27 (DOCX)

WATER BANKING AGREEMENT FOR WATER SHARES

This Water Banking Agreement for Water Shares (“**Agreement**”) is entered into as of the 27th day of September 2022 (“**Effective Date**”), by and between DEER PARK LLC (“**Owner**”), and AMERICAN FORK CITY, a municipal corporation and political subdivision of the State of Utah (“**City**”).

RECITALS

WHEREAS Certificate No. 9776 (“**Water Share**”) representing 0.95 shares in American Fork Irrigation Company equivalent to 1.9 acre-feet of water has been conveyed and assigned by Owner to the City; and

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

WHEREAS City is willing to accept the Water Share for use in its system in satisfaction of its water dedication requirements for present or future developments of Owner or Owner’s assigns, to the extent provided by City Code section 17.1.400, or any successor provision.

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

AGREEMENT

1. **Transfer and Acceptance of the Water Share.** Owner has conveyed and assigned, or will convey and assign, the Water Share to City by endorsement of the share certificate, or such other method required by the irrigation company, and City has accepted or will accept the conveyance and assignment of the Water Share. City agrees and acknowledges that the Water Share is an acceptable water share for purposes of satisfying City’s water dedication requirements. Owner acknowledges that under the Article XI, Section 6 of the Utah Constitution, City is prohibited from returning to Owner any portion of the Water Share.

2. **Water Credits.** In exchange for the transfer of the Water Share, City hereby grants to Owner water dedication credits for 1.9 acre-feet of water (“**Credits**”). As provided herein, the Credits may be used by Owner to meet City’s water dedication requirements for Owner’s development(s) or may be assigned by Owner to others. The City Recorder shall maintain a credit log to keep track of any Credits that have not yet been dedicated to a specific development to meet City’s water dedication requirements. Owner, or any assignee of all or a portion of the Credits, may request a copy of the credit log by making a written request to the City Recorder. Within ten business days of receiving the request, the City Recorder will provide a copy of the credit log.

3. **Use of Credits for Owner’s Developments.** Owner may use the Credits in order to meet City’s water dedication requirements as part of the development approval process. Prior to final

plat approval, Owner shall send the City Recorder a written request to apply a portion of the Credits to a specific development. The number of acre-feet from the Credits required for dedication to a particular development shall be determined by City ordinances and policies existing at the time of the dedication. A decision to apply the Credits to a specific development is final, and any Credits so applied are no longer available for application to another project or assignment to a third party.

4. Assignment of Credits. Owner may assign any or all of the Credits to others using an Assignment of Water Credits form similar to Exhibit A (“**Assignment**”). An assignee shall present the Assignment, with original signatures, to the City Recorder, at which time the City Recorder shall update the credit log to account for the Assignment. The City Recorder shall also keep a copy of each Assignment in his/her records. An assignee may assign the Credits in the same manner outlined herein or may use the Credits in order to meet City’s water dedication requirements. Any assignment of Credits that is not presented to the City Recorder as provided in this paragraph shall be void as against any subsequent purchaser, in good faith and for valuable consideration, of the same Credits, or any portion thereof, where the subsequent purchaser’s assignment is first presented to the City Recorder.

5. Use of Credits by Assignees. An assignee may use the Credits in order to meet City’s water dedication requirements as part of the development approval process. Prior to final plat approval, assignee shall send the City Recorder a written request to apply a portion of the Credits to a specific development. The number of acre-feet from the Credits required for dedication to a particular development shall be determined by City ordinances and policies existing at the time of the dedication. A decision to apply the Credits to a specific development is final, and any Credits so applied are no longer available for application to another project or assignment to a third party.

6. City’s Use of Water Share. Upon execution of this Agreement, City shall have the full and unencumbered right to divert and beneficially use the water under the Water Share. City bears the responsibility to protect and maintain in good standing the Water Share, including placing the Water Share to beneficial use and paying assessments levied by the irrigation company. Owner agrees to provide any information or other assistance, as requested by City, that is reasonably necessary to protect and maintain the Water Share. Owner’s rights to Credits under this Agreement will not be affected if the Water Share is forfeited, abandoned, or otherwise lost due to City’s nonuse.

7. Termination by Owner. Owner may, at any time and in its sole discretion, terminate this Agreement by filing written notice of termination with the City Recorder. Upon termination, any Credits that have not been dedicated to a specific development shall immediately and automatically pass to City.

8. Cessation of Owner’s Use. Upon execution of this Agreement, Owner shall immediately cease any and all use of the Water Share.

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

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

11. Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes all prior agreements and understandings concerning its subject matter. This Agreement shall not be amended or modified except by written instrument signed by both parties.

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

13. Third Party Beneficiaries. Except for the assignees of Credits, this Agreement is not intended to and shall not create any rights in any person or entity not a party to this Agreement.

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

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

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

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

AMERICAN FORK CITY

Attest: _____
Terilyn Lurker, City Recorder

STATE OF UTAH)
)
) :ss
COUNTY OF _____)

On the ____ day of _____, 20__, personally appeared before me Bradley J. Frost and Terilyn Lurker, known to me to be the Mayor and City Recorder, respectively, of American Fork City, who acknowledged to me that they executed the within Water Banking Agreement pursuant to a resolution of the City Council adopted pursuant to notice at a regular meeting at which a quorum was in attendance.

NOTARY PUBLIC

By: Deer Park LLC

STATE OF UTAH)
)
) :ss
COUNTY OF _____)

On the ____ day of _____, 2022, WHITE HORSE DEVELOPERS personally appeared before me and duly acknowledged that he executed this Water Banking Agreement for Water Shares for the purposes stated therein.

NOTARY PUBLIC

EXHIBIT A**ASSIGNMENT OF WATER CREDITS**

This Assignment of Water Credits ("Assignment") is entered into as of this ____ day of _____, 20____, by and between Deer Park LLC ("Assignor"), whose mailing address is 211 South 500 West, Lehi, Utah 84043, and _____ ("Assignee"), whose mailing address is _____. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor transfers and assigns to Assignee _____ acre-feet of water credits that were banked with American Fork City pursuant to the Water Banking Agreement for Water Shares between American Fork City and Deer Park LLC, dated August 13, 2020.

In order to effectuate this Assignment, Assignee shall present this original signed and notarized Assignment to the American Fork City Recorder.

DATED this ____ day of _____, 20____.

Deer Park LLC

State of _____)
:ss
County of _____)

On the ____ day of _____, 20____, personally appeared before me Deer Park LLC, personally known to me to be the person whose name is subscribed to this instrument, who acknowledged that he executed it.

Notary Public



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
SEPTEMBER 27, 2022**

Department Public Works

Director Approval Scott Sensanbauger

AGENDA ITEM Review and action on the Water Banking Agreement for Water RIGHTS with DEER PARK LLC for 52.638 acre-feet of water

SUMMARY RECOMMENDATION Staff recommends approval of the Water Banking Agreement for Water RIGHTS with DEER PARK LLC for 52.638 acre-feet of water as shown in the agreement.

BACKGROUND Water Right No. 55-13486 has been approved by state engineer for permanent change (application a48963). On September 9, 2022, the state engineer permits the diversion of 61.528 acre -feet from City's wells for municipal purposes within city's service area; and 8.89 acre-feet of water right and change application have been applied to the Deer Park office Building development to meet the eater dedication requirements of this development. The remaining 52.638 acre-feet of the Water right and Change Application are being conveyed to City to be banked for use by Owner and/or others to meet City's water dedication requirement for future development. This conversion process and the Water Banking Agreement was reviewed by City Water Right attorney.

BUDGET IMPACT N/A

SUGGESTED MOTION Move to approve the Water Banking Agreement for Water RIGHTS with DEER PARK LLC for 52.638 acre-feet of water and authorize the city to sign the agreement.

SUPPORTING DOCUMENTS

Water Banking Agreement (Deer Park LLC) (PDF)
 Water Right Warranty Deed and Assignment - Deer Park LLC (PDF)
 Order Approving a48963 (AM002-346) (PDF)
 Change of Use Application Deer Park (PDF)
 Water Rights Conveyed-deer park 2022-2-2 (PDF)

WATER BANKING AGREEMENT

This Water Banking Agreement (“**Agreement**”) is entered into as of the 11th day of October, 2022 (“**Effective Date**”), by and between DEER PARK, LLC (“**Owner**”), and AMERICAN FORK CITY, a municipal corporation and political subdivision of the State of Utah (“**City**”).

RECITALS

WHEREAS Water Right No. 55-13486 (“**Water Right**”) has been or will be deeded from Owner to City; and

WHEREAS Permanent Change Application a48963 (“**Change Application**”), which is associated with the Water Right and was approved by an Order of the State Engineer dated September 9, 2022, permits the diversion of 61.528 acre-feet from City’s wells for municipal purposes within City’s service area; and

WHEREAS 8.89 acre-feet of the Water Right and Change Application have been applied to the Deer Park Office Building development to meet the water dedication requirements of this development; and

WHEREAS the remaining 52.638 acre-feet of the Water Right and Change Application are being conveyed to City to be banked for use by Owner and/or others to meet City’s water dedication requirements for future development; and

WHEREAS City is willing to accept the Water Right and Change Application for use in its system in satisfaction of its water dedication requirements for present or future developments of Owner or Owner’s assigns, to the extent provided by City Code section 17.1.400, or any successor provision.

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

AGREEMENT

1. Transfer and Acceptance of the Water Right. The Water Right and Change Application have been conveyed and assigned, or will be conveyed and assigned, to City by warranty deed, and City has accepted or will accept the conveyance and assignment of the Water Right and Change Application. City agrees and acknowledges that the Water Right is an acceptable water right for purposes of satisfying City’s water dedication requirements. Owner acknowledges that under the Article XI, Section 6 of the Utah Constitution, City is prohibited from returning to any portion of the Water Right to Owner.

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

3. Water Credits. In exchange for the transfer of the Water Right, City hereby grants to Owner water dedication credits for 52.638 acre-feet of water ("**Credits**"). As provided herein, the Credits may be used by Owner to meet City's water dedication requirements for Owner's development(s) or may be assigned by Owner to others. The City Recorder shall maintain a credit log to keep track of any Credits that have not yet been dedicated to a specific development to meet City's water dedication requirements. Owner, or any assignee of all or a portion of the Credits, may request a copy of the credit log by making a written request to the City Recorder. Within ten business days of receiving the request, the City Recorder will provide a copy of the credit log.

4. Use of Credits for Owner's Developments. Owner may use the Credits in order to meet City's water dedication requirements as part of the development approval process. Prior to final plat approval, Owner shall send the City Recorder a written request to apply a portion of the Credits to a specific development. The number of acre-feet from the Credits required for dedication to a particular development shall be determined by City ordinances and policies existing at the time of the dedication. A decision to apply the Credits to a specific development is final, and any Credits so applied are no longer available for application to another project or assignment to a third party.

5. Assignment of Credits. Owner may assign any or all of the Credits to others using an Assignment of Water Credits form similar to Exhibit A ("**Assignment**"). An assignee shall present the Assignment, with original signatures, to the City Recorder, at which time the City Recorder shall update the credit log to account for the Assignment. The City Recorder shall also keep a copy of each Assignment in his/her records. An assignee may assign the Credits in the same manner outlined herein or may use the Credits in order to meet City's water dedication requirements. Any assignment of Credits that is not presented to the City Recorder as provided in this paragraph shall be void as against any subsequent purchaser, in good faith and for valuable consideration, of the same Credits, or any portion thereof, where the subsequent purchaser's assignment is first presented to the City Recorder.

6. Use of Credits by Assignees. An assignee may use the Credits in order to meet City's water dedication requirements as part of the development approval process. Prior to final plat approval, assignee shall send the City Recorder a written request to apply a portion of the Credits to a specific development. The number of acre-feet from the Credits required for dedication to a particular development shall be determined by City ordinances and policies existing at the time of the dedication. A decision to apply the Credits to a specific development is final, and any Credits so applied are no longer available for application to another project or assignment to a third party.

7. City's Use of Water Right. Upon execution of this Agreement, City shall have the full and unencumbered right to divert and beneficially use the water under the Water Right. City bears the responsibility to protect and maintain in good standing the Water Right, including placing the Water Right to beneficial use, filing proof documents on the Change Application, and filing other documentation with the Utah Division of Water Rights. Owner agrees to provide any information or other assistance, as requested by City, that is reasonably necessary to protect and

maintain the Water Right. Owner's rights to Credits under this Agreement will not be affected if the Water Right is forfeited, abandoned, or otherwise lost due to City's nonuse.

8. Termination by Owner. Owner may, at any time and in its sole discretion, terminate this Agreement by filing written notice of termination with the City Recorder. Upon termination, any Credits that have not been dedicated to a specific development shall immediately and automatically pass to City.

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

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

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

12. Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes all prior agreements and understandings concerning its subject matter. This Agreement shall not be amended or modified except by written instrument signed by both parties.

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

14. Third Party Beneficiaries. Except for the assignees of Credits, this Agreement is not intended to and shall not create any rights in any person or entity not a party to this Agreement.

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

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

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

AMERICAN FORK CITY

Bradley J. Frost, Mayor

Attest: _____
Terilyn Lurker, City Recorder

STATE OF UTAH)
:ss
COUNTY OF _____)

On the ____ day of _____, 2022, personally appeared before me Bradley J. Frost and Terilyn Lurker, known to me to be the Mayor and City Recorder, respectively, of American Fork City, who acknowledged to me that they executed the within Water Banking Agreement pursuant to a resolution of the City Council adopted pursuant to notice at a regular meeting at which a quorum was in attendance.

NOTARY PUBLIC

DEER PARK, LLC

By: Jacob M. Horan, Manager

STATE OF UTAH)
:ss
COUNTY OF _____)

On the ____ day of _____, 2022, Jacob M. Horan personally appeared before me and duly acknowledged that he, acting in his authorized capacity as Manager of DEER PARK, LLC, executed this Water Banking Agreement for the purposes stated therein.

NOTARY PUBLIC

*EXHIBIT A***ASSIGNMENT OF WATER CREDITS**

This Assignment of Water Credits ("Assignment") is entered into as of this ____ day of _____, 20____, by and between _____ ("Assignor"), whose mailing address is _____, and _____ ("Assignee"), whose mailing address is _____. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor transfers and assigns to Assignee _____ acre-feet of water credits that were banked with American Fork City pursuant to the Water Banking Agreement between American Fork City and Deer Park, LLC, dated October 11, 2022.

In order to effectuate this Assignment, Assignee shall present this original signed and notarized Assignment to the American Fork City Recorder.

DATED this ____ day of _____, 20____.

Transferor

State of _____)
:ss
County of _____)

On the ____ day of _____, 20____, personally appeared before me _____, personally known to me to be the person whose name is subscribed to this instrument, who acknowledged that he/she executed it.

Notary Public

WATER RIGHTS ADDENDUM TO WATER DEEDS

Grantor: DEER PARK, LLC

Grantee: AMERICAN FORK CITY

Water Right No(s): 55-13486 (a48963)

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

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

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

SECTION 2 - APPURTENANT WATER RIGHTS Check one box only

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

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

- ☒ 100% of the following water rights described in the deed are being conveyed. Water Right Nos. 55-13486 (a48963)
- ☐ Only the portion indicated of the following water rights described in the deed are being conveyed.
- _____ acre-feet from Water Right No. _____ for: _____ families; _____ acres of irrigated land; stock water for _____ Equivalent Livestock Units; and/or for the following other uses: _____
- _____ acre-feet from Water Right No. _____ for: _____ families; _____ acres of irrigated land; stock water for _____ Equivalent Livestock Units; and/or for the following other uses: _____
- _____ acre-feet from Water Right No. _____ for: _____ families; _____ acres of irrigated land; stock water for _____ Equivalent Livestock Units; and/or for the following other uses: _____
- ☐ The language in the foregoing deed is controlling as to quantity, if any.

SECTION 4 - OTHER DISCLOSURES Check all applicable boxes

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

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

Grantor's Signature: _____

Grantee's Acknowledgment of Receipt: _____

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

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

Attachment: Water Right Warranty Deed and Assignment - Deer Park LLC (Water Banking Agreement for Water RIGHTS with DEER PARK LLC)



SPENCER J. COX
Governor
DEIDRE M. HENDERSON
Lieutenant Governor

State of Utah

DEPARTMENT OF NATURAL RESOURCES

Division of Water Rights

JOEL FERRY
Executive Director

TERESA WILHELMSEN
State Engineer/Division Director

4.3.c

ORDER OF THE STATE ENGINEER

For Permanent Change Application Number 55-13486 (a48963)

SEP 09 2022

Permanent Change Application Number 55-13486 (a48963) in the names of American Fork City, and Deer Park, LLC was filed on May 19, 2022, to change the points of diversion, places of use, and uses of 61.528 acre-feet of water as evidenced by Water Right Number 55-13486. Heretofore, the water has been diverted from the following points located: (1) Well - South 58 feet and West 1365 feet from the E $\frac{1}{4}$ Corner of Section 26, T5S, R1E, SLB&M (existing 4-inch well, 187 feet deep); (2) Surface - South 48 feet and West 1358 feet from the E $\frac{1}{4}$ Corner of Section 26, T5S, R1E, SLB&M; (3) Well - South 1706 feet and West 42 feet from the N $\frac{1}{4}$ Corner of Section 26, T5S, R1E, SLB&M (existing 8-inch well, 200 feet deep). The water has been used for the sole supply irrigation of 15.382 acres (group total of 48.778 acres) from April 1 to October 31. The water has been used in all or portion(s) of Sections 26 & 35, T5S, R1E, SLB&M.

Hereafter, it is proposed to divert 61.528 acre-feet of water from points of diversion changed to: (1) Well - North 557 feet and East 1267 feet from the W $\frac{1}{4}$ Corner of Section 1, T5S, R1E, SLB&M (existing 16-inch well, 555 feet deep); (2) Well - North 34 feet and East 94 feet from the S $\frac{1}{4}$ Corner of Section 12, T5S, R1E, SLB&M (existing 16-inch well, 413 feet deep); (3) Well - North 31 feet and East 1492 feet from the SW Corner of Section 1, T5S, R1E, SLB&M (existing 20-inch well, 478 feet deep); (4) Well - North 1309 feet and West 8 feet from the S $\frac{1}{4}$ Corner of Section 7, T5S, R2E, SLB&M (existing 12-inch well, 363 feet deep); (5) Well - North 1677 feet and West 2151 feet from the S $\frac{1}{4}$ Corner of Section 13, T5S, R1E, SLB&M (existing 20-inch well, 490 feet deep); (6) Well - North 131 feet and East 1684 feet from the W $\frac{1}{4}$ Corner of Section 14, T5S, R1E, SLB&M (existing 16-inch well, 902 feet deep); (7) Well - South 1049 feet and East 1002 feet from the NW Corner of Section 12, T5S, R1E, SLB&M (existing 16-inch well, 432 feet deep); (8) Well - North 68 feet and West 388 feet from the S $\frac{1}{4}$ Corner of Section 36, T4S, R1E, SLB&M (existing 16-inch well, 555 feet deep). The water is to be used for year-round municipal purposes within the service area of American Fork City.

Notice of the application was published in the Daily Herald on June 9 and 16, 2022. No protests were received.

Water Right Number 55-13486 was segregated from 55-1472 (D1016) in 2022 for the irrigation of 15.382 acres. Water Right Number 55-1472 was filed as a diligence claim in 1962 for the irrigation of 45.97 acres.

On April 8, 2014, the Cedar Valley and Northern Utah Valley Groundwater Management Plan was adopted. The intent of the plan is to provide specific management guidelines under the statutory provisions of Title 73 of the Utah Code. This change meets the conditions set forth by the plan to be considered for approval.

ORDER OF THE STATE ENGINEER
 Permanent Change Application Number
 55-13486 (a48963)
 Page 2

In evaluating applications that propose to change the nature of use of a water right, the State Engineer believes it is appropriate to examine the rates and amounts of hydrologic depletion associated with the historical water use as compared to the proposed use to assure that there is no enlargement of the underlying water right. In this case, it is believed that the historical water uses would have incurred the following rates and amounts of hydrologic depletion:

<u>Prior</u> <u>Beneficial Use</u>	<u>Allowed</u> <u>Diversion</u>	<u>Rate of</u> <u>Depletion</u>	<u>Amount of</u> <u>Depletion</u>
Irrigation: 15.382 acres	61.528 acre-feet	56.5% ¹	34.763 acre-feet

It appears that this change can be made provided that certain conditions are observed.

In evaluating the various elements of the underlying rights, it is not the intention of the State Engineer to adjudicate the extent of these rights, but rather to provide sufficient definition of the rights to ensure that other vested rights are not impaired by the change and/or no enlargement occurs.

It is, therefore, **ORDERED** and Permanent Change Application Number 55-13486 (a48963) is hereby **APPROVED** subject to prior rights and the following conditions:

- 1) The total diversion of water under this application for municipal uses by American Fork City is limited to the amount of water reasonably necessary to deplete 34.763 acre-feet up to a maximum diversion of 61.528 acre-feet. The applicant shall maintain records to demonstrate uses under this right do not exceed the depletion limitation.
- 2) To accommodate the approval of this permanent change application, the diversion of 61.528 acre-feet of water to be used for the irrigation of 15.382 acre from April 1 to October 31 at the historical point of diversion and place of use must cease.
- 3) Proof of Beneficial Use may only be submitted by a qualified public water supplier. A Certificate of Beneficial Use will not be issued unless ownership of the right/shares of stock is in the name of American Fork City.
- 4) The applicant(s) shall install and maintain measuring and totalizing recording devices to meter all water diverted from all sources pertaining to this application and **shall annually report this data to the Division of Water Rights Water Use Program.**

¹ *Consumptive Use of Irrigated Crops in Utah*, Research Report 145, Utah Agricultural Experiment Station, Utah State University, Logan, Utah, October 1994, Table 25, Utah Lake Lehi Station. The benchmark crop for the referenced calculation is alfalfa, the most typical and consumptive crop evaluated in the study (27.12 inches or 2.26 feet. 2.26 feet / 4.0 acre-feet duty = 56.5%).

ORDER OF THE STATE ENGINEER
 Permanent Change Application Number
 55-13486 (a48963)
 Page 3

The State Engineer has statutory responsibility to create and maintain water right records based on an administrative process outlined in statute. The State Engineer is not authorized by statute to adjudicate water right title or the validity of established water rights. It is noted that failure to exercise a water right within the statutory period could render all or a portion of a water right invalid through forfeiture. Parties who wish to challenge the validity of a water right are advised that a declaration of forfeiture is a judicial action and the courts are available to pursue such suits (UCA 73-1-4).

As noted, this approval is granted subject to prior rights. The applicants shall be liable to mitigate or provide compensation for any impairment of or interference with prior rights as such may be stipulated among parties or decreed by a court of competent jurisdiction.

The applicants are strongly cautioned that other permits may be required before any development of this application can begin and it is the responsibility of the applicants to determine the applicability of and acquisition of such permits. Once all other permits have been acquired, this is your authority to develop the water under the above referenced application which under Sections 73-3-10 and 73-3-12, Utah Code Annotated, 1953, as amended, must be diligently prosecuted to completion. The water must be put to beneficial use and proof must be filed on or before **September 30, 2029**, or a request for extension of time must be acceptably filed and subsequently approved; otherwise the application will be lapsed. This approval is limited to the rights to divert and beneficially use water and does not grant any rights of access to, or use of land or facilities not owned by the applicants.

Proof of beneficial use is evidence to the State Engineer that the water has been fully placed to its intended beneficial use. By law, it must be prepared by a registered engineer or land surveyor, who will certify to the location, uses, and extent of your water right. Upon the submission of proof as required by Section 73-3-16, Utah Code, for this application, the applicants must identify every source of water used under this application and the amount of water used from that source. The proof must also show the capacity of the sources of supply and demonstrate that each source can provide the water claimed to be diverted under this right as well as all other water rights which may be approved to be diverted from those sources.

Failure on your part to comply with the requirements of the applicable statutes may result in the lapsing of this permanent change application.

It is the applicants' responsibility to maintain a current address with this office and to update ownership of their water right. Please notify this office immediately of any change of address or for assistance in updating ownership. Additionally, if ownership of this water right or the property with which it is associated changes, the records of the Division of Water Rights should be updated. For assistance in updating title to the water right please contact the Division at the phone number below.

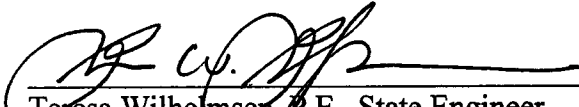
Your contact with this office, should you need it, is with the Utah Lake/Jordan River Regional Office. The telephone number is 801-538-7240.

Attachment: Order Approving a48963 (AM002-346) (Water Banking Agreement for Water RIGHTS with DEER PARK LLC for 52.638 acre-feet of

ORDER OF THE STATE ENGINEER
 Permanent Change Application Number
 55-13486 (a48963)
 Page 4

This Order is subject to the provisions of Administrative Rule R655-6-17 of the Division of Water Rights and to Sections 63G-4-302, 63G-4-402, and 73-3-14 of the Utah Code which provide for filing either a Request for Reconsideration with the State Engineer or for judicial review with the appropriate District Court. A Request for Reconsideration must be filed in writing with the State Engineer within 20 days of the date of this Order. The written request shall be filed in-person, by mail, or electronically. If the request is filed electronically it shall be submitted to: waterrights@utah.gov, which is the authorized general email for the Division. However, a Request for Reconsideration is not a prerequisite to filing for judicial review. A petition for judicial review must be filed within 30 days after the date of this Order or, if a Request for Reconsideration has been filed, within 30 days after the date the Request for Reconsideration is denied. A Request for Reconsideration is considered denied when no action is taken 20 days after the Request is filed.

Dated this 9 day of September, 2022.


 Teresa Wilhelmsen, P.E., State Engineer
 By: Blake W. Bingham, Deputy

Mailed a copy of the foregoing Order this 9 day of September, 2022 to:

American Fork City
 Attn: Public Works Director
 275 East 200 North
 American Fork, UT 84003

Deer Park, LLC
 520 S. 850 E. Ste A-4
 Lehi, UT 84043

BY: 
 Doralee Cannon, Applications/Records Secretary

Attachment: Order Approving a48963 (AM002-346) (Water Banking Agreement for Water RIGHTS with DEER PARK LLC for 52.638 acre-feet of

American Fork City
Public Works Department
275 East 200 North
American Fork, UT 84003
Phone: (801) 763 3060
Fax: (801) 763 3005

Application for Dedication of Water to American Fork City

Applicant Name: Deer Park, LLC
Applicant Address: 520 South 850 East, Suite A4
City: Lehi State: UT
Zip Code: 84043 Phone #:
Email: jake@whitehorsedevelopers.com
Fee Amount Paid \$:
Date Paid:

Project Information

Project Name: Deer Park Office Building and water banking
Project Address: 480 S. 900 W. American Fork, UT 84003
Type of Development: ☐ Residential ☒ Commercial ☐ Industrial
☐ Manufacturing ☐ Institutional ☒ Other
Number of ERUs Receiving Water: Indoor: Outdoor:

Note: American Fork City's water dedication requirements are described in the City Development Code Section 17.1.400 – Conveyance of Water Rights. The following water right information should be obtained from the records of the Utah Division of Water Rights.

Water Right number(s) offered for dedication: 55-2087

Owner of Water Right: Deer Park, LLC

Water Right limits: cfs 61.528 Acre feet

Change Application number(s): None

Application(s) status:

If a water share is being dedicated, name of water company: None

Water share certificate number: Number of shares:

Current uses if water right or water share: Irrigation of 14.216 acres, 167 ELUs

Place of use of water right or water share: SE of Section 26, T5S, R1E, SLBM

Submit a Complete Application

Include the following documents and information with this application

- ☒ Copy of recorded deed(s) showing ownership of water right.
- ☐ Copy of recorded deed(s) showing ownership of land where water right is used.
- ☒ Division of Water Rights data printout for water right.
- ☐ Copy of water share certificate (if applicable).
- ☐ Calculation of necessary water per City Ordinances.
- ☐ Number of lots or units to be built:
- ☐ Acreage of open space:
- Irrigated: Not irrigated:

☒ \$1,500 Application Fee for Warranty Deeds ☐ \$500.00 Application Fee for Certificates

PAID \$ 1500.00
PLAN REVIEW DEPOSIT
9/7/2021

Notice to Applicant Regarding Dedication Process

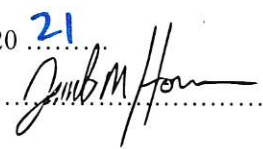
The following is a summary of the steps necessary to finalize a dedication of water to American Fork City:

1. Applicant submits a completed Application for Dedication of Water to American Fork City and supporting documents ("**Application**"), along with the \$1,500.00 application fee to American Fork City ("**City**"). The \$1,500.00 application fee begins the dedication process but is not intended to cover all of the fees and costs associated with the dedication process. Applicant remains responsible for all costs of the dedication process, including but not limited to filling fees with the Utah Division of Water Rights ("**Division**"), document preparation fees, attorney fees, recording fees, and title insurance costs, above the \$1,500.00 application fee – even if the water dedication is not completed.
2. City sends copies of the Application to City's water attorney(s). City's water attorney(s) represent City, and not Applicant, with respect to the dedication process. Applicant is encouraged to seek independent counsel, if desired.
3. City's water attorney(s) reviews the water right(s) for acceptability to City and researches the water right information on file with the Division.
4. City's water attorney(s) sends water right information to, and requests a Water Right Title Commitment from, a title insurance company of City's choice. The title company researches title to the water right(s) and issues a Title Commitment.
5. City's water attorney(s) reviews the Title Commitment issued by the title company and conducts any additional research necessary to determine if the water right is acceptable to City for dedication. If the water right is acceptable, City's water attorney(s) issues an opinion to City (with a copy to Applicant) stating the dedication process can move forward. If there are title issues or other issues that need to be resolved by Applicant before the dedication process can move forward, City's water attorney(s) will identify these issues in the opinion letter.
6. Applicant must resolve any issues identified in the opinion letter.
7. City's water attorney(s) prepares a Water Right Warranty Deed and Deed Addendum ("**Deed**") and an Application for Permanent Change of Water ("**Change Application**") for Applicant's and City's signature.
8. Applicant and City execute the Deed and Change Application, and return them to City's water attorney(s).
9. City's water attorney(s) files the Change Application with the Division.
10. City's water attorney(s) holds the Deed in escrow until approval of the Change Application that is acceptable to City.
11. City's water attorney(s) moves the Change Application through the approval process with the Division. Applicant will provide assistance and information, as needed.
12. When the Division's approval of the Change Application becomes final and non-appealable, City's water attorney(s) and City review the approval to see that it is acceptable.

13. If the Division does not approve the Change Application or if the Division's approval is not acceptable, City notifies Applicant of the problems, schedules a meeting to address the issues, and outlines the course of action that must be followed.
14. If the Division's approval is acceptable but insufficient quantities of water were approved, City notifies Applicant of the shortage. Applicant has thirty (30) days to start the process to provide additional water to cover the shortage.
15. If the Division's approval is acceptable:
 - a. The title company completes a final title check and notifies City's water attorney(s) that it is appropriate to record the Deed.
 - b. City's water attorney(s) records the Deed.
 - c. City's water attorney(s) ensures that title is updated to City on the Division's records.
 - d. The title company sends an invoice to Applicant for the title premium and any other costs associated with the water right title insurance, which Applicant pays in full. After Applicant has paid these amounts, the title company issues the water right title insurance policy.
 - e. If necessary, City's water attorney(s) will prepare a Water Right Transfer and Banking Agreement, which will be signed by Applicant and City.
16. City's water attorney(s) will send periodic invoices to City for attorney fees, water right filing fees, recording fees, and other costs associated with the water dedication. City will apply the \$1,500.00 application fee and then send invoices to Applicant for reimbursement of the fees and costs in excess of the \$1,500.00 application fee. Applicant reimburses City for all invoiced fees and costs.
17. Final Plat approval or issuance of a Land Disturbance Permit will not be granted by City unless and until all steps of the water dedication are completed, including:
 - a. Applicant has reimbursed City for all fees and costs; and
 - b. Applicant has paid the Title Company for the title premium and all other costs associated with the water right title insurance.

I, Jake Horan (the applicant's name) certify that I have read the foregoing and understand that I am responsible for all the fees and costs associated with the water dedication process, including but not limited to filing fees with the Utah Division of Water Rights, recording fees, attorney fees for City's water attorney(s), and water right title insurance costs. I understand that these costs may exceed the \$1,500.00 application fee and I agree to promptly pay for all the fees and costs upon receipt of invoice.

Dated this 2 day of Sep, 2021.

Signature of Applicant or Authorized Representative: 

ENT 117663:2021 PG 1 of 4
Andrea Allen
Utah County Recorder
 2021 Jul 01 02:46 PM FEE 40.00 BY MG
 RECORDED FOR Vanguard Title Insurance Agency,
 ELECTRONICALLY RECORDED

WHEN RECORDED, RETURN TO:

Deer Park, LLC
 520 S 850 E, Ste A-4
 Lehi, UT 84043

For information only:
 Tax ID Nos. 13:067:0095 and 13:067:0096

#59877-MB

WARRANTY DEED

Harbor View Development, L.L.C., a Utah limited liability company (also known of record as Harbor View Development LLC and Harbor View Development, LLC) ("**Grantor**"), whose current address for the purposes hereof is 2051 East 1475 South, Hazelton, Idaho 83335, hereby conveys and warrants to **Deer Park, LLC**, a Utah limited liability company ("**Grantee**"), whose current address for the purposes hereof is 520 S 850 E, Ste A-4, Lehi, UT 84043, the following described property located in Utah County, Utah (the "**Property**"):

See Exhibit A attached hereto and incorporated herein by this reference.

SUBJECT TO all matters of record.

TOGETHER WITH all of Grantor's right, title, estate, and interest in and to **Water Right No. 55-2087**, which provides at least 56.852 acre-feet of diversion for irrigation purposes and at least 4.676 acre-feet of diversion for stockwatering purposes, for a **total of 61.528 acre-feet of diversion**. Grantor expressly excepts and reserves unto Grantor all of Grantor's right, title, estate, and interest in and to Water Right No. 55-1472.

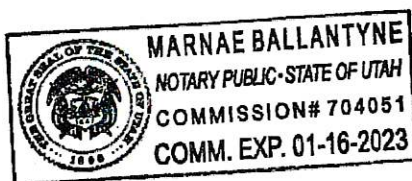
IN WITNESS WHEREOF, Grantor has executed this Warranty Deed this 30th day of June, 2021.

HARBOR VIEW DEVELOPMENT, L.L.C., a Utah limited liability company

By: Dan S Frandsen
 Name: Dan S Frandsen
 Title: Manager

STATE OF UTAH)
) : ss.
 County of Utah)

The foregoing instrument was acknowledged before me this 30th day of June, 2021, by Dan S Frandsen, the Manager of Harbor View Development, L.L.C., on behalf of said entity.



Marnae Ballantyne
 NOTARY PUBLIC

RECEIVED Jul 1, 2021 Water Rights SALT LAKE

SCANNED

Attachment: Change of Use Application Deer Park (Water Banking Agreement for Water RIGHTS with DEER PARK LLC for 52,638 acre-feet of

WATER RIGHTS ADDENDUM TO LAND DEEDS

Grantor: Harbor View Development, L.L.C. (aka Harbor View Development LLC and Harbor View Development, LLC)

Grantee: Deer Park, LLC

Tax ID Number(s): Utah County, 13-067-0095 and 13-067-0096

In connection with the conveyance of the above referenced parcel(s), Grantor hereby conveys to Grantee without warranty, except for a warranty of title as to all claiming title by or through Grantor, the following interests in water and/or makes the following disclosures:

Check one box only

Proceed to Section

1 ☐ All of Grantor's water rights used on Grantor's Parcel(s) are being conveyed.

A

2 ☒ Only a portion of Grantor's water rights are being conveyed.

B

(County Recorder should forward a copy of this form to the Utah Division of Water Rights if Box 1 or 2 above is checked)

3 ☐ No water rights are being conveyed.

C

4 ☐ Water rights are being conveyed by separate deed.

C

SectionImportant Notes
(see other side)

A	The water right(s) being conveyed include Water Right No(s). _____	N1
	along with all applications pertaining to the water right(s) listed in this Section A,	N2
	and all other appurtenant water rights. (Proceed to Section C)	N3
B	Only the following water rights are being conveyed: (check all boxes that apply)	N1
	☐ All of Water Right No(s). _____	N4
	☒ 61.528 acre-feet from Water Right No. 55-2087 for: _____ families;	N5
	56.852 acres of irrigated land; stock water for 4.676 Equivalent Livestock Units;	
	and/or for the following other uses _____	
C	☐ _____ acre-feet from Water Right No. _____ for: _____ families;	N5
	_____ acres of irrigated land; stock water for _____ Equivalent Livestock Units;	
	and/or for the following other uses _____	
	Along with all applications pertaining to the water right(s) listed in this Section B. (Proceed to Section C)	N2
C	Disclosures by Grantor: (check all boxes that apply)	
	☐ Grantor is endorsing and delivering to Grantee stock certificates for _____ share(s) of stock in the following water company: _____	N6
	☐ Culinary water service is provided by: _____	N7
	☐ Outdoor water service is provided by: _____	N8
	☐ There is no water service available to Grantor's Parcel(s).	N9
	☐ Other water related disclosures: _____	N10

Attach and sign additional copies of this form if more space is needed.

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

Grantor's Signature: _____

Grantee's Acknowledgment of Receipt: _____

Grantee's Mailing Address: 520 S 850 E, Ste A-4, Lehi, UT 84043

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

RECEIVED Jul 1, 2021 Water Rights SALT LAKE

SCANNED

EXHIBIT A**Legal Description**

Order No.: 59877-MB

Parcel 1: Commencing North 1713.97 feet and East 939.87 feet from the South Quarter Corner of Section 26, Township 5 South, Range 1 East, Salt Lake Base and Meridian; East 345.9 feet; North 0°27'17" East 880.21 feet; North 89°15'0" West 352.92 feet; South 884.8 feet to beginning.

Less: Commencing North 2600.61 feet and East 551.32 feet from the South Quarter Corner of Section 26, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence South 89°15'45" East 741.47 feet; thence South 00°27'17" West 30.99 feet; thence South 89°54'03" West 741.50 feet; thence North 00°27'22" East 41.81 feet to the point of beginning.

Parcel 2: Commencing North 1898.54 feet and East 545.76 feet from the South Quarter Corner of Section 26, Township 5 South, Range 1 East, Salt Lake Base and Meridian; North 0°28'0" East 705.33 feet; South 89°15'0" East 388.08 feet; South 885.03 feet; North 64°51'36" West 435 feet to beginning.

Less: Commencing North 2600.61 feet and East 551.32 feet from the South Quarter Corner of Section 26, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence South 89°15'45" East 741.47 feet; thence South 00°27'17" West 30.99 feet; thence South 89°54'03" West 741.50 feet; thence North 00°27'22" East 41.81 feet to the point of beginning.

Tax Parcel No.: 13-067-0095 and 13-067-0096

Legal Description

59877-MB

Attachment: Change of Use Application Deer Park (Water Banking Agreement for Water RIGHTS with DEER PARK LLC for 52.638 acre-feet of

RECEIVED Jul 1, 2021 Water Rights SALT LAKE

SCANNED

Packet Pg. 44

Water Right Details for 55-2087

Utah Division of Water Rights

9/1/2021 2:25 PM

(WARNING: Water Rights makes NO claims as to the accuracy of this data.)

Water Right: 55-2087

Application/Claim: U4119

Certificate:

Owners:

Name: Deer Park, LLC Address: 520 South 850 East, Ste A-4 Lehi UT 84043		Interest:
Remarks: 14.213 acres, 167 elu's		
Name: Walter A. Devey Address: American Fork UT 84003		Interest:
Remarks:		
Name: Sky Harbor II LLC Address: 164 West 510 South American Fork, Utah 84003		Interest:
Remarks: 21.65 acres, 255 elu's		

General:

Type of Right: Underground Water Claim	Source of Info.: Underground Water	Status:
Quantity of Water: 0.446 CFS		
Source: Underground Water Well		
County: Utah		
Common Description:		
Proposed Det. Book: 55-5	Map:	Pub. Date:
Land Owned by Appl.:	County Tax Id#:	

Dates:

Filing:		
Filed: 02/21/1936		
Priority: 07/ /1934	Decree/Class:	
Advertising:		
Publication Began:	Publication End:	Newspaper:
Protest End Date:	Protested: Not Protested	Hearing Held:
Approval:		
State Eng. Action:	Action Date:	
Recon. Req. Date:	Recon. Req Action:	
Certification:		
Proof Due Date:	Extension Filed Date:	
Election or Proof:	Election/Proof Date:	
Certificate Date:	Lapsed, Etc. Date:	Lapsed Letter
Wells:		
Prov. Well Date:	Most Recent Well Renovate/Replace Date:	

Attachment: Change of Use Application Deer Park (Water Banking Agreement for Water RIGHTS with DEER PARK LLC for 52.638 acre-feet of

Points of Diversion:

Points of Diversion - Underground:

(1) S 2719 ft. E 1307 ft. from N4 corner, Sec 26 T 5S R 1E SLBM

Well Diameter: 4 in.

Depth: 160 to ft.

Year Drilled: 1934

Well Log: Yes Well Id#:

Elevation:

UTM: 432340.59, 4467481.434 (NAD83)

Source/Cmnt:

Proposed Water Uses:

Proposed Water Uses - Group Number: 402968

Water Use Types:

Irrigation-Beneficial Use Amount: 53 acres

Group Total: 53

Period of Use: 01/01 to 12/31

Stock Water-Beneficial Use Amount: 625

Group Total: 625

Period of Use: 01/01 to 12/31

Place Of Use:

	North West				North East				South West				South East				Section Totals
	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE	
Sec 23 T 5S R 1E SLBM													X	X	X	X	
Sec 26 T 5S R 1E SLBM													X	X	X	X	
Group Acreage Total :																	

Place of Use Stock:

	North West				North East				South West				South East			
	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE
Sec 23 T 5S R 1E SLBM													X	X	X	X
Sec 26 T 5S R 1E SLBM													X	X	X	X

Use Totals:

Irrigation sole-supply total: 53 acres

for a group total of: 53 acres

Stock Water sole-supply total: 625 ELUs

for a group total of: 625 ELUs

Other Comments:

DIV/DEP calculated at 0.446 cfs for 214 days.

Attachment: Change of Use Application Deer Park (Water Banking Agreement for Water RIGHTS with DEER PARK LLC for 52.638 acre-feet of

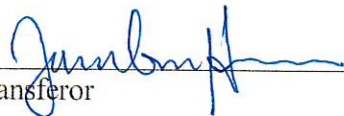
EXHIBIT A

ASSIGNMENT OF WATER CREDITS

This Assignment of Water Credits ("Assignment") is entered into as of this 2nd day of FEBRUARY, 2022, by and between WHITE HORSE DEVELOPERS, LLC ("Assignor"), whose mailing address is 570 S. 850 E. STE A4 LEHI, UT. 84043, and DEER PARK, LLC / DEER PARK SUBDIVISION ("Assignee"), whose mailing address is 570 S. 850 E. STE A4 LEHI, UT. 84043. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor transfers and assigns to Assignee 0.89 acre-feet of water credits that were banked with American Fork City pursuant to the Water Banking Agreement between American Fork City and White Horse Developers, LLC, dated November 23, 2021.

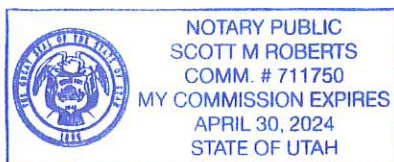
In order to effectuate this Assignment, Assignee shall present this original signed and notarized Assignment to the American Fork City Recorder.

DATED this 2nd day of FEBRUARY, 2022.


Transferor

State of Utah)
County of Utah)
:ss

On the 2nd day of February, 2022, personally appeared before me Jacob Horen, personally known to me to be the person whose name is subscribed to this instrument, who acknowledged that he/she executed it.




Notary Public



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
SEPTEMBER 27, 2022**

Department Public Works

Director Approval Scott Sensanbaugher

AGENDA ITEM Review and action on the Water Banking Agreement for surface water shares with Layne Downs for 32.14 acre-feet of water.

SUMMARY RECOMMENDATION Staff recommends approval of the Water Banking Agreement for Water Shares with Layne Downs for 32.14 acre-feet of water as shown in the agreement.

BACKGROUND Water banking agreements are authorized by the American Fork municipal code to document and track water dedicated to the city in exchange for water credits that can be used or assigned to another person to meet the city's water dedication requirements.

This water banking agreement is for 16.07 shares in American Fork Irrigation Company equivalent to 32.14 acre-feet of water.

BUDGET IMPACT N/A

SUGGESTED MOTION I move to approve the water banking agreement for surface water shares with Layne Downs for 32.14 acre-feet of water and authorize the city to sign the agreement.

SUPPORTING DOCUMENTS

Layne Downs - Water Banking Agreement for Water Shares 2022.09.27 (DOCX)

WATER BANKING AGREEMENT FOR WATER SHARES

This Water Banking Agreement for Water Shares (“**Agreement**”) is entered into as of the 27th day of September 2022 (“**Effective Date**”), by and between LAYNE DOWNS (“**Owner**”), and AMERICAN FORK CITY, a municipal corporation and political subdivision of the State of Utah (“**City**”).

RECITALS

WHEREAS Certificate No. 9773 and 9777 (“**Water Share**”) representing 16.07 shares in American Fork Irrigation Company equivalent to 32.14 acre-feet of water has been conveyed and assigned by Owner to the City; and

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

WHEREAS City is willing to accept the Water Share for use in its system in satisfaction of its water dedication requirements for present or future developments of Owner or Owner’s assigns, to the extent provided by City Code section 17.1.400, or any successor provision.

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

AGREEMENT

1. Transfer and Acceptance of the Water Share. Owner has conveyed and assigned, or will convey and assign, the Water Share to City by endorsement of the share certificate, or such other method required by the irrigation company, and City has accepted or will accept the conveyance and assignment of the Water Share. City agrees and acknowledges that the Water Share is an acceptable water share for purposes of satisfying City’s water dedication requirements. Owner acknowledges that under the Article XI, Section 6 of the Utah Constitution, City is prohibited from returning to Owner any portion of the Water Share.

2. Water Credits. In exchange for the transfer of the Water Share, City hereby grants to Owner water dedication credits for 32.14 acre-feet of water (“**Credits**”). As provided herein, the Credits may be used by Owner to meet City’s water dedication requirements for Owner’s development(s) or may be assigned by Owner to others. The City Recorder shall maintain a credit log to keep track of any Credits that have not yet been dedicated to a specific development to meet City’s water dedication requirements. Owner, or any assignee of all or a portion of the Credits, may request a copy of the credit log by making a written request to the City Recorder. Within ten business days of receiving the request, the City Recorder will provide a copy of the credit log.

3. Use of Credits for Owner’s Developments. Owner may use the Credits in order to meet City’s water dedication requirements as part of the development approval process. Prior to final

plat approval, Owner shall send the City Recorder a written request to apply a portion of the Credits to a specific development. The number of acre-feet from the Credits required for dedication to a particular development shall be determined by City ordinances and policies existing at the time of the dedication. A decision to apply the Credits to a specific development is final, and any Credits so applied are no longer available for application to another project or assignment to a third party.

4. Assignment of Credits. Owner may assign any or all of the Credits to others using an Assignment of Water Credits form similar to Exhibit A (“**Assignment**”). An assignee shall present the Assignment, with original signatures, to the City Recorder, at which time the City Recorder shall update the credit log to account for the Assignment. The City Recorder shall also keep a copy of each Assignment in his/her records. An assignee may assign the Credits in the same manner outlined herein or may use the Credits in order to meet City’s water dedication requirements. Any assignment of Credits that is not presented to the City Recorder as provided in this paragraph shall be void as against any subsequent purchaser, in good faith and for valuable consideration, of the same Credits, or any portion thereof, where the subsequent purchaser’s assignment is first presented to the City Recorder.

5. Use of Credits by Assignees. An assignee may use the Credits in order to meet City’s water dedication requirements as part of the development approval process. Prior to final plat approval, assignee shall send the City Recorder a written request to apply a portion of the Credits to a specific development. The number of acre-feet from the Credits required for dedication to a particular development shall be determined by City ordinances and policies existing at the time of the dedication. A decision to apply the Credits to a specific development is final, and any Credits so applied are no longer available for application to another project or assignment to a third party.

6. City’s Use of Water Share. Upon execution of this Agreement, City shall have the full and unencumbered right to divert and beneficially use the water under the Water Share. City bears the responsibility to protect and maintain in good standing the Water Share, including placing the Water Share to beneficial use and paying assessments levied by the irrigation company. Owner agrees to provide any information or other assistance, as requested by City, that is reasonably necessary to protect and maintain the Water Share. Owner’s rights to Credits under this Agreement will not be affected if the Water Share is forfeited, abandoned, or otherwise lost due to City’s nonuse.

7. Termination by Owner. Owner may, at any time and in its sole discretion, terminate this Agreement by filing written notice of termination with the City Recorder. Upon termination, any Credits that have not been dedicated to a specific development shall immediately and automatically pass to City.

8. Cessation of Owner’s Use. Upon execution of this Agreement, Owner shall immediately cease any and all use of the Water Share.

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

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

11. Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes all prior agreements and understandings concerning its subject matter. This Agreement shall not be amended or modified except by written instrument signed by both parties.

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

13. Third Party Beneficiaries. Except for the assignees of Credits, this Agreement is not intended to and shall not create any rights in any person or entity not a party to this Agreement.

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

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

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

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

AMERICAN FORK CITY

Attest: _____
Terilyn Lurker, City Recorder

STATE OF UTAH)
)
) :ss
COUNTY OF _____)

NOTARY PUBLIC

STATE OF UTAH)
)
) :ss
COUNTY OF _____)

NOTARY PUBLIC

EXHIBIT A**ASSIGNMENT OF WATER CREDITS**

This Assignment of Water Credits ("Assignment") is entered into as of this ____ day of _____, 20____, by and between Layne Downs ("Assignor"), whose mailing address is 211 South 500 West, Lehi, Utah 84043, and _____ ("Assignee"), whose mailing address is _____. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor transfers and assigns to Assignee _____ acre-feet of water credits that were banked with American Fork City pursuant to the Water Banking Agreement for Water Shares between American Fork City and Layne Downs, dated April 12, 2022.

In order to effectuate this Assignment, Assignee shall present this original signed and notarized Assignment to the American Fork City Recorder.

DATED this ____ day of _____, 20____.

Layne Downs

State of _____)
:ss
County of _____)

On the ____ day of _____, 20____, personally appeared before me Layne Downs, personally known to me to be the person whose name is subscribed to this instrument, who acknowledged that he executed it.

Notary Public



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
SEPTEMBER 27, 2022**

Department Recorder

Director Approval Terilyn Lurker

AGENDA ITEM Review and action on an ordinance approving an amendment to Section 17.7.503, titled "Planned Unit Developments - Conservation Subdivision Project" amending the lot size requirements for corner lots.

SUMMARY RECOMMENDATION

Staff would recommend approval. The planning commission also recommended approval at the September 7, 2022, meeting.

BACKGROUND

The applicant requested a code text amendment to Section 17.7.503 regarding lot size requirements for corner lots. The applicant is asking for approval to amend part H(4) of the code to allow for single-family detached structures be placed on corner lots, not just semi-detached duplex style units.

BUDGET IMPACT

NA

SUGGESTED MOTION

Move to adopt the ordinance amending Section 17.7.503 of the city code titled "Planned Unit Developments - Conservation Subdivision Project" amending the lot size requirements for corner lots.

SUPPORTING DOCUMENTS

09.27.22 - Section 17.7.503 Planned Unit Developments Conservation Subdivisions - Ordinance (PDF)

09.27.22 - Section 17.7.503 Planned Unit Developments Conservation Subdivisions - Staff report (PDF)

09.27.22 - Section 17.7.503 Planned Unit Developments Conservation Subdivisions - Background (PDF)

09.27.22 - Section 17.7.503 Planned Unit Developments Conservation Subdivisions - PC Minutes (PDF)

ORDINANCE NO. 2022-____-_____

AN ORDINANCE AMENDING SUBSECTION 17.7.503 OF THE AMERICAN FORK CITY CODE RELATED TO PLANNED UNIT DEVELOPMENTS – CONSERVATION SUBDIVISION PROJECTS

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

WHEREAS the City is authorized by law to enact ordinances establishing regulations for development within the City;

WHEREAS, it is in the best interest and general welfare of residents of American Fork to amend the city code relating to Planned United Development – Conservation Subdivision Projects

BE IT ORDAINED BY THE CITY COUNCIL OF AMERICAN FORK CITY, UTAH, AS FOLLOWS:

PART I TEXT OF ORDINANCE

Section 17.7.503.H.(4)

Building sites. Dwellings within the project area will be placed on individual lots. The plan shall provide for a range of lot size options in accordance with the following:

1. No interior lot (lots having adjacent lots on both sides) shall be larger than seven thousand five hundred square feet.
2. No corner lots proposed as a single-family dwelling shall be smaller than seven thousand five-hundred square feet ~~shall be smaller than twelve thousand square feet or larger than fifteen thousand square feet.~~
3. No corner lot proposed to contain a two-family dwelling shall be smaller than twelve thousand square feet or larger than fifteen thousand square feet.

PART II

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

SECTION 2 — Provisions Severable. This Ordinance and the various sections, clauses and paragraphs are hereby declared to be severable. If any part, sentence, clause or phrase is adjudged to be unconstitutional or invalid it is hereby declared that the remainder of the

ordinance shall not be affected thereby.

SECTION 3 — Effective Date. This Ordinance shall take effect upon its passage and publication as required by law.

PASSED, by the American Fork City Council this _____ day of _____, 2022.

**AMERICAN FORK CITY
PLANNING COMMISSION**

MEETING DATE: September 7th, 2022
DEPARTMENT: Development Services

AGENDA TOPIC: Public hearing and recommendation of a code text amendment to Section 17.7.503, titled Planned Unit Developments – Conservation Subdivision Project amending the lot size requirements for corner lots.

Background

The applicant, Mr. Ken Berg, is requesting a code text amendment to Section 17.7.503. The specific request deals with the minimum sizes for corner lots with the PR-3.0 Zone. The applicant seeks a recommendation of approval to amend part H(4) of the specified section of code to allow for single-family detached structures to be placed on corner lots, and not just semi-detached duplex style units.

Staff does not have any specific objections to the proposed amendment, however, it is important to highlight that a reduced lot size requirement may impact the overall size of units that can be placed on a lot, while still being required to meet certain sight triangle requirements.

POTENTIAL MOTIONS

APPROVAL

Mr. Chairman, I move that we recommend approval of the code text amendment to Section 17.7.503, titled Planned Unit Developments – Conservation Subdivision Project amending the lot size requirements for corner lots.

DENIAL

Mr. Chairman, I move that we recommend denial of the Code Text Amendment.

TABLE

Mr. Chairman, I move that we table action on the Code Text Amendment, and instruct staff to_____.

BACKGROUND FOR PROPOSED TEXT AMENDMENT

A conflict has been identified within the existing Sec 17.7.503 Planned Unit Development – Conservation Subdivision Project code as it relates to corner lots and the sizing / platting of said corner lots.

As per Section 17.7.503.H.4

EXISTING CODE

“4. Building sites. Dwellings within the project area will be placed on individual lots. The plan shall provide for a range of lot size options in accordance with the following:

- a. No interior lot (lots having adjacent lots on both sides) shall be larger than seven thousand five hundred square feet.
- b. No corner lots shall be smaller than twelve thousand square feet or larger than fifteen thousand square feet.
- c. No lot proposed to contain a two-family dwelling shall be smaller than twelve thousand square feet or larger than fifteen thousand square feet.”

Conflicts

- 4. Dwellings within the project will be placed on individual lots – if corner lots are used as two-family dwellings, as allowed per code, the building or dwelling are only allowed on a single lot therefore, only one side of the townhome or duplex can be sold and the other half is therefore a rental units. This code requirement requires and promotes rental units instead of for sale homes.
- 4.b If each half of a corner lot is intended to be sold, the corner lot minimum should be revised to allow for a single family use without being 12,000 sf. The 12,000 sf size minimum corner lot size require is double the size of the zones minimum requirement.
- 4.b & 4.c Only corner lots are allowed to be between 12,000 and 15,000 sf in size to allow for two-family dwellings. All other lots as per 4.a area a maximum of 7,500 sf. These larger lots located at each intersection corner are not in harmony with the rest of the proposed lot sizes.

PROPOSED CODE TEXT AMENDMENT

4. Building sites. Dwellings within the project area will be placed on individual lots. The plan shall provide for a range of lot size options in accordance with the following:

- a. No interior lot (lots having adjacent lots on both sides) shall be larger than seven thousand five hundred square feet.
- b. No corner lots proposed as single-family dwelling shall be smaller than seven thousand five hundred square feet.
- c. No corner lot proposed to contain a two-family dwelling shall be smaller than twelve thousand square feet or larger than fifteen thousand square feet.”

UNAPPROVED MINUTES

Public Hearing Closed

Rodney Martin motioned to recommend approval of the amendment to the American Fork General Plan, and to adopt the American Fork Moderate Income Housing Plan as a component of the General Plan.

Christine Anderson seconded the motion. Voting was as follows:

Chairman Woffinden	AYE
Christine Anderson	AYE
Rodney Martin	AYE
Chris Christiansen	AYE
Bruce Frandsen	AYE

The motion passed

2. Public hearing and recommendation of a code text amendment to Section 17.7.503, titled Planned Unit Developments – Conservation Subdivision Project amending the lot size requirements for corner lots.

Cody Opperman reviewed the background of the agenda item: The applicant, Mr. Ken Berg, is requesting a code text amendment to Section 17.7.503. The specific request deals with the minimum sizes for corner lots with the PR-3.0 Zone. The applicant seeks a recommendation of approval to amend part H(4) of the specified section of code to allow for single-family detached structures to be placed on corner lots, and not just semi-detached duplex style units.

The staff does not have any specific objections to the proposed amendment, however, it is important to highlight that a reduced lot size requirement may impact the overall size of units that can be placed on a lot, while still being required to meet certain sight triangle requirements.

Christine Anderson: Right now it applies for semi-detached duplex-style units, but not for single-family detached units?

Cody Opperman: Yes, it's only applicable to the two-family duplex style.

References the current code in the presentation In the current code it doesn't go

UNAPPROVED MINUTES

1 into specificities for the single-family, so we want to amend the text to be more
 2 specific. If it's going to be a single-family on the corner lot, we want to make sure
 3 that it's not less than 7,500 square feet. If a proposed two-family is going to be on
 4 there then 12,000 to 15,000 square feet will be required.

5
 6 Rodney Martin: What is the normal corner lot sizes on single-family units in our
 7 city right now, is it comparable to ones that have already been built?

8
 9 Patrick O'Brien: Some of the other developments are similar enough to that
 10 requirement. The main issue is that the way the language of the code reads is that if
 11 you have a corner lot and you're building something on it, it has to be a duplex.
 12 This would allow the flexibility to have that corner lot and it's comparable with
 13 some of the neighboring developments around to have those single-family lot
 14 sizes. The internal lots have a maximum square footage of 7,500 square feet. This
 15 would be a minimum of 7,500 which will allow them to go a little bit larger and it
 16 depends on how the applicant wants to design it.

17
 18 Bruce Frandsen: I don't recall too many of our codes which say it has to be 12,000
 19 square feet, but it can't be any more than 13,000 square feet. Why would we say a
 20 corner lot can't be any larger than 15,000 square feet? When somebody might say,
 21 "if I had 20,000 square feet on that corner I'd have a better site triangle, I'd have a
 22 bigger home, a larger outbuilding." What is the reasoning to say this is the largest
 23 the lot can be?

24
 25 Patrick O'Brien: Some of our zones, PR-3.0 in particular, have an average lot size
 26 requirement. Having something that goes too large impacts the ability to meet the
 27 average lot size, so it's placing some level of restrictions on it. I'm not sure why
 28 they settled with this to start with, or how they came up with those numbers, as that
 29 decision was made before our time. I can do a little bit more research if you want
 30 to find out where it came from.

31
 32 Ken Berg: The code that we're changing is in the conservation development within
 33 the PR-3.0 Zone. That conservation subdivision says a typical lot is 6,000 square
 34 feet - 60 feet wide and 100 feet deep. They want you to create smaller lots because
 35 you're giving 25% open space somewhere else. In this type of development, we
 36 want the lot smaller because we want to congregate that open space, whereas, in
 37 the same PR-3.0 Zone in the flexible lot subdivision, there aren't those rules. You
 38 get credit for the large lots. You have to have a certain percentage, but you only get

UNAPPROVED MINUTES

credit for the average lot size of up to 20,000 square feet. You could have five acres to count as your lot, but for the lot size, that's how we're giving you credit. In this case, the way the code is written now, every single corner lot within your development must be 12,000 to 15,000 which makes you say, "then it has to be that size." Then I'm forcing my clients to build duplexes or twin homes. But the code also says you can only have a certain percentage of those. So, you're trying to develop a conservation community, and then you have these odd lots on the corners that don't make much sense. That's why we're proposing 7,500. Typically, when I designed corner lots, we make them at least 10 feet wider. Because you tilt from a 10-foot side yard setback to a 20-foot side yard corner lot setback. That extra 10 feet allows you to build the same home as you would going down the street. In this case, since we already established that internal lots have to be a maximum of 7,500, it made the most sense to say the corners need to be 7,500 as well as that maximum, so they are big enough to account for house size.

Bruce Frandsen: I don't have a problem with the 7,500. I just think it's superfluous to have a maximum.

Ken Berg: In most zones you're right, but in this zone to denote that this is a conservation. This zone is meant to have the majority of them be small 6,000. There are some lots that I have to work to meet all the other frontage requirements to keep it under 7,500 in the middle and I have to get a little creative on some of them to get it to work with just road layouts. In the conservation subdivision, it's worthwhile. It has a purpose to have those minimum lot sizes.

Christine Anderson: Bruce, are you just asking why wouldn't the developer just keep it under that for his benefit in the conservation areas? And does it really need to be stated? Is that what you're saying? Just in case someone wants to go over that?

Bruce Frandsen: Yes, you might lay it all out and you might come out with 13,842 square feet left and you might not be allowed to put it on the corner. I think what we're doing is putting a stipulation here that really doesn't need it. And it would probably only come into play once in a great while. Fewer regulations are usually better.

Ken Berg: They are usually better. The way the code is written, if you buy a corner lot, you're buying two houses. You're not buying what your neighbor can buy, you

UNAPPROVED MINUTES

1 have to buy a duplex. Most of my clients don't have that product. When the code
 2 was written a while ago, it was set up so it looks like two houses. It was a great
 3 idea, but in application it just didn't work. That is why we are asking for this. This
 4 is what Planning Commission does, you guys get to set the rules. We've been
 5 interpreting it differently over the years, and now we're just asking you guys to set
 6 the rules.

7
 8 Patrick O'Brien: Those PR Zones, our Planned Residential Zones, are our only
 9 zones in the city that actually have a cap on their lot sizes, whether it's been
 10 conservation lots or for flexible lot sizes with some other projects. This is because
 11 you've got to average a certain range. It is a little bit different to the traditional
 12 single-family home development that you have a minimum lot size. If it's a 9,000
 13 square foot minimum lot you could still build a 20,000. This is a little bit different.
 14 Largely they're just trying to make the best use of available space and pass some of
 15 that back in open space for the benefit of that community.

16
 17 Christine Anderson: Is this for all the 3.0 residential in the city?

18
 19 Patrick O'Brien: Yes, that will be correct for all of the conservation lots of PR 3.0.
 20 There are three different options in our PR 3.0 There's just a regular PR 3.0 which
 21 follows the R1-12,000 regular zoning requirements. We have our flexible lot which
 22 is similar to some other lots that have come through where you've got the ability to
 23 have varying lot sizes and meet an average lot size. Then there's this which is more
 24 uniform and in some of the lot sizes and more traditional but placing a cap on how
 25 large some of them can be. To some extent, it's a density tool.

26
 27 Christine Anderson: That makes me feel a little better. This isn't all of the 3.0
 28 residential, it's like a subset of that. That works well with this kind of residential
 29 plan.

30
 31 **Christine Anderson motioned to recommend approval of the code text**
 32 **amendment to Section 17.7.503, titled Planned Unit Developments –**
 33 **Conservation Subdivision Project amending the lot size requirements for**
 34 **corner lots.**

35 **Chris Christiansen seconded the motion. Voting was as follows:**

36
 37 **Chairman Woffinden AYE**

38 **Christine Anderson AYE**

UNAPPROVED MINUTES

Rodney Martin **AYE**

Chris Christiansen **AYE**

Bruce Frandsen **AYE**

The motion passed

3. Public hearing and recommendation of a Final Plat for Stonecreek Plat K, requesting approval for 55 lots in Plat K of the overall Stonecreek Development, located in the area of 1000 South 380 West, in the PR 3.0 Zone.

Travis Van Ekelburg reviewed the background of the agenda item: The applicant is applying for a Final Plat approval for Stonecreek Plat K, located in the area of 1000 South 400 West in the PR-3.0 Zone. The proposal consists of 55 lots intended for single-family homes. The entire development parcel consists of approximately 19.78 acres.

Travis Van Ekelburg: We're recommending tabling this because of the item that you were just discussing. This is in the same zone and the same application. When we can get this issue resolved, we can move forward with this particular plat. Additionally, we have some other adjustments that need to be made on it as well for revision. Nothing that can't be overcome.

Christine Anderson: Are you saying we have to wait until the previous item goes through City Council and gets finalized before we can approve it?

Travis Van Ekelburg: Yes, and the applicant is aware of that as well. We are tabling it right now so we can keep things moving forward.

Bruce Frandsen: Are there other things that would lead you to want to table this other than the corner lot discussion we just had?

Travis Van Ekelburg: Engineering and Planning have some general revisions to be made on the plat that needs to be taken care of before approval.

Bruce Frandsen: These are the red lines that are already on it?

Travis Van Ekelburg: Yes.



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
SEPTEMBER 27, 2022**

Department Recorder

Director Approval Terilyn Lurker

AGENDA ITEM Review and action on an ordinance approving amendments to Sections 17.16.250, 15.16.260, and 15.16.270 of the city code within the Floodplain Management chapter related to construction within flood hazard areas and enforcement of the amendment.

SUMMARY RECOMMENDATION

Staff would recommend approval. The planning commission recommended approval at the September 7, 2022, meeting.

BACKGROUND

Staff is requesting a code text amendment to three sections of the city code within the Floodplain Management chapter regarding construction of development and public improvements within areas of special flood hazards to ensure improvements are constructed above base flood elevations. The amendment clarifies that any road improvements or structures would need to be above floodplains.

BUDGET IMPACT

NA

SUGGESTED MOTION

Move to adopt the ordinance amending Sections 17.16.250, 17.16.260, and 17.16.270 within the Floodplain Management chapter related to construction within flood hazard areas and enforcement of the amendment.

SUPPORTING DOCUMENTS

09.27.22 - Section 15.16.250-15.16.260-15.16.270 Floodplain Management - Ordinance (PDF)
09.27.22 - Section 15.16.250-15.16.260-15.16.270 Floodplain Management - Staff report (PDF)
09.27.22 - Section 15.16.250-15.16.260-15.16.270 Floodplain Management - PC Minutes (PDF)

ORDINANCE NO _____

AN ORDINANCE AMENDING SECTIONS 15.16.250, 15.16.260, and 15.16.270 OF THE AMERICAN FORK CITY, UTAH, MUNICIPAL CODE RELATING TO CONSTRUCTION WITHIN FLOOD HAZARD AREAS AND ENFORCEMENT OF THE AMENDMENT.

WHEREAS, Section 15.16.250 of the American Fork Municipal Code relates to specific standards for construction within flood hazard areas;

WHEREAS, Section 15.16.260 of the American Fork Municipal Code relates to construction of residential construction within flood hazard areas;

WHEREAS, Section 15.16.270 of the American Fork Municipal Code relates to nonresidential construction within flood hazard areas;

WHEREAS, City Council desires to amend the requirements for development within flood hazard areas;

WHEREAS, it is in the best interest and general welfare of residents of American Fork to amend the Code relating to flood hazard zones;

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

PART I

TEXT OF ORDINANCE

SECTION 1. Section 15.16.250 of the American Fork City Municipal Code is hereby amended to read as follows:

Sec 15.16.250 Specific Standards

In all areas of special flood hazards where base flood elevation data has been provided as set forth in Section 15.16.150 the standards in Sections 15.16.260 and 15.16.270 ~~are required~~ shall apply. Additionally, all roadways constructed within areas of special flood hazards shall be constructed within a special flood hazard area with so that the top back of curb is at least one foot above the base flood elevation.- Where the base flood elevation has not been determined, it shall be required to establish the base flood elevation prior to construction of the roadway.

SECTION 2. Section 15.16.260 of the American Fork City Municipal Code is hereby amended to read as follows:

Sec 15.16.260 Residential Construction

New construction and substantial improvement of any residential structure shall have the lowest floor (including basement) elevated at least one foot to or above the base flood elevation and at least one foot above the average elevation of the edge of asphalt on the roadway(s) adjacent to the building lot or parcel. A registered professional engineer, architect, or land surveyor shall submit

a certification to the Floodplain Administrator that the standard of this section as proposed in Section 15.16.110 is satisfied.

SECTION 3. Section 15.16.270 of the American Fork City Municipal Code is hereby amended to read as follows:

Sec 15.16.270 Nonresidential Construction

New construction and substantial improvement of any commercial, industrial or other nonresidential structure shall either have the lowest floor (including basement) elevated at least one foot ~~or~~ above the level of the base flood elevation and at least one foot above the average elevation of the edge of asphalt on the roadway(s) adjacent to the building lot or parcel; or, together with attendant utility and sanitary facilities, shall:

1. Be floodproofed so that below the base flood elevation the structure is watertight with walls substantially impermeable to the passage of water;
2. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy; and
3. Be developed and/or reviewed and certified by a registered professional engineer or architect that the design, specifications, plans and methods of construction are in accordance with accepted standards of practice for meeting the provisions of this section. Such certifications which includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed shall be provided to the Floodplain Administrator who shall maintain such records.

PART II

PENALTY AND ADOPTION

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

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

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

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

PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF AMERICAN FORK CITY, UTAH, THIS ____ DAY OF _____ 2022.

Bradley J. Frost, Mayor

ATTEST:

City Recorder

**AMERICAN FORK CITY
PLANNING COMMISSION****MEETING DATE:** September 7th, 2022
DEPARTMENT: Public Works

AGENDA TOPIC: Public hearing and recommendation of a code text amendment to Sections 15.16.250, 15.16.260 and 15.16.270 within the Floodplain Management Title related to construction within flood hazard areas and enforcement of the amendment.

Background

American Fork City Staff is requesting a code text amendment to Sections 15.16.250, 15.16.260 and 15.16.270. The specific request deals with construction of development and public improvements within areas of special flood hazards to ensure that said improvements are constructed above base flood elevations.

POTENTIAL MOTIONS**APPROVAL**

Mr. Chairman, I move that we recommend approval of the code text amendment to Sections 15.16.250 Specific Standards, 15.16.260 Residential Construction and 15.16.270 Nonresidential Construction within the Floodplain Management title amending construction requirement within special flood hazard areas.

DENIAL

Mr. Chairman, I move that we recommend denial of the Code Text Amendment.

TABLE

Mr. Chairman, I move that we table action on the Code Text Amendment, and instruct staff to_____.

UNAPPROVED MINUTES

Ben Hunter: There are a couple of minor things on their construction plan, notes confirming that some of the review items are addressed and differentiating a couple of existing versus proposed items. But once those are cleaned up with those remaining items, we don't see any concerns or problems.

Public Hearing Opened

No public comment

Public Hearing Closed

Chris Christiansen motioned to table action on the Final Plat for Stonecreek Plat K, located in the area of 1000 South 400 West in the PR-3.0 Zone, and instruct the developer/staff to complete the revisions required.

Rodney Martin seconded the motion. Voting was as follows:

Chairman Woffinden	AYE
Christine Anderson	AYE
Rodney Martin	AYE
Chris Christiansen	AYE
Bruce Frandsen	AYE

The motion was tabled

4. Public hearing and recommendation of a code text amendment to Sections 15.16.250, 15.16.260 and 15.16.270 within the Floodplain Management Title related to construction within flood hazard areas and enforcement of the amendment.

Ben Hunter stated reviewed the background information of the agenda item: American Fork City Staff is requesting a code text amendment to Sections 15.16.250, 15.16.260 and 15.16.270. The specific request deals with construction of development and public improvements within areas of special flood hazards to ensure that said improvements are constructed above base flood elevations.

UNAPPROVED MINUTES

1 Ben Hunter: We are clarifying some verbiage in the floodplain code to clarify that
 2 any road improvements would need to be above floodplains as identified by FEMA
 3 on the floodplain maps, as well as any structures or anything like that, that all of
 4 these types of improvements would be at least one foot above the identified
 5 floodplain as shown on FEMA flood paths. A lot of it is clean up, and clarification
 6 of exactly where those elevations need to be set.

7 John Woffinden: This is all based on the FEMA floodplain maps. As they change
 8 these things with time, do we need to keep changing this ordinance?

9 Ben Hunter: Yes. Part of the most recent time that we adopted an ordinance change
 10 for this specific section was when FEMA came out with new floodplain maps a
 11 couple of years ago. It was basically recertifying, re-adopting the new floodplain
 12 maps and in conformance with that. One of the other things that FEMA has been
 13 working on with the State is they've been doing a Utah Lake study that there may be
 14 some of those elevations that may change based on this Utah Lake study. So any of
 15 those updates that FEMA requires has a trickle-down effect that impacts any
 16 developments that are changed based on those FEMA maps or flood studies that are
 17 done within the City.

18 John Woffinden: Does FEMA take liquefaction into consideration when they do
 19 these maps, or do we need to be concerned about that?

20 Ben Hunter: A lot of time FEMA is mostly only looking at flood elevations, 100-
 21 year storm events, dirt based on rainfall, that type of a thing. The Utah Lake study
 22 also started to incorporate wind velocities, so wave action that may occur on the lake
 23 that may change what that normal base flood elevation would be. But it's all just
 24 based on rainfall flood elevations, not necessarily liquefaction because they're
 25 looking at under the ground. They're looking to surface flood levels.

26 **Public Hearing Opened**

27
 28 No public comment

29
 30 **Public Hearing Closed**

31
 32 **Chris Christiansen motioned to recommend approval of the code text**
 33 **amendment to Sections 15.16.250 Specific Standards, 15.16.260 Residential**
 34 **Construction and 15.16.270 Nonresidential Construction within the**

UNAPPROVED MINUTES

Floodplain Management title amending construction requirement within special flood hazard areas.

Rodney Martin seconded the motion. Voting was as follows:

Chairman Woffinden AYE

Christine Anderson AYE

Rodney Martin AYE

Chris Christiansen AYE

Bruce Frandsen AYE

The motion passed

5. Public hearing and recommendation of a code text amendment to Section 15.01.140, titled Sewage System amending the elevation drop in a manhole.

Ben Hunter reviewed the background information of the agenda item: American Fork City Staff is requesting a code text amendment to Section 15.01.140. The specific request reduces the minimum allowed drop through a sanitary sewer manhole from 0.40 feet to 0.20 feet.

Ben Hunter: There are two specific sections within our code that identify the manhole elevation drop through a sewer manhole. The pipe that's coming in and on the other end of the pipe that's going out. Our code is currently required 0.4 feet of difference in the elevation points from the upstream side to the downstream side. Industry practice has actually been 0.2 feet. The reason that you even have some of that slope through there is where you have solids that are also within the sewage that's running down the pipes and the manholes. We want to make sure you don't have blockages that pile up within the manholes. This code amendment is to conform to already accepted practices within other cities within the engineering world allowing that minimum drop to be 0.2 feet. It still provides sufficient slope for the solids to continue passing through. We're updating our code to amend that.

Bruce Frandsen: Are we at 0.2 coming in and at the exit?

Ben Hunter: The inflow would be 0.2 feet above the outflow.

Bruce Frandsen: You're saying the pipe that's coming in is already laid at 0.2?



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
SEPTEMBER 27, 2022**

Department Recorder

Director Approval Terilyn Lurker

AGENDA ITEM Review and action on an ordinance approving amendments to Section 15.01.140 titled "Sewage System" amending the elevation drop in a manhole.

SUMMARY RECOMMENDATION

Staff recommends approval. The planning commission recommended approval at the September 7, 2022, meeting.

BACKGROUND

Staff is requesting this code text amendment to reduce the minimum allowed elevation drop through a sanitary sewer manhole from .40 feet to .20 feet. There are two areas within the city code that need this code text amendment, and the following agenda item will amend the second area.

BUDGET IMPACT

NA

SUGGESTED MOTION

Move to adopt the ordinance amending Section 15.01.140 titled "Sewage System" amending the elevation drop in a manhole.

SUPPORTING DOCUMENTS

09.27.22 - Section 15.01.140 Sewage System - Ordinance (PDF)

09.27.22 - Section 15.01.140 Sewage System - Staff report (PDF)

09.27.22 - Section 15.01.140 Sewage System - PC Minutes (PDF)

ORDINANCE NO _____

AN ORDINANCE AMENDING SECTIONS 15.01.140 OF THE AMERICAN FORK CITY, UTAH, MUNICIPAL CODE RELATING TO THE SEWAGE SYSTEM.

WHEREAS, Section 15.01.140 of the American Fork Municipal Code relates to specific standards for construction of sewage systems;

WHEREAS, City Council desires to amend the requirements for sewage system design;

WHEREAS, it is in the best interest and general welfare of residents of American Fork to amend the Code relating to sewage systems;

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

PART I

TEXT OF ORDINANCE

SECTION 1. Section 15.01.140 of the American Fork City Municipal Code is hereby amended to read as follows:

Sec 15.01.140 Sewage System

1. No development approvals will be allowed to connect to an existing main-line system if the existing piping is incapable of carrying the projected sewage flows until major system changes are constructed that increase the flow capacity of the existing sewer main-line.
2. Sewer mains shall be a minimum of eight inches in diameter and designed in accordance with Utah State Division of Health Standards.
3. All sewer mains and laterals must be inspected in place before backfilling is accomplished.
4. All sewer manholes shall have a ~~0.4~~minimum 0.20-foot elevation drop uniformly through each manhole.

PART II

PENALTY AND ADOPTION

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

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

SECTION 3 – Penalty. Hereafter these amendments shall be construed as part of the Development Code of American Fork City, Utah, to the same effect as if originally a part

thereof, and all provisions of said Code shall be applicable thereto, including, but not limited to, the enforcement, violation and penalty provisions.

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

PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF AMERICAN FORK CITY, UTAH, THIS ____ DAY OF _____ 2022.

Bradley J. Frost, Mayor

ATTEST:

City Recorder

**AMERICAN FORK CITY
PLANNING COMMISSION****MEETING DATE:** September 7th, 2022
DEPARTMENT: Public Works

AGENDA TOPIC: Public hearing and recommendation of a code text amendment to Section 15.01.140, titled Sewage System amending the elevation drop in a manhole.

Background

American Fork City Staff is requesting a code text amendment to Section 15.01.140. The specific request reduces the minimum allowed drop through a sanitary sewer manhole from 0.40 feet to 0.20 feet.

POTENTIAL MOTIONS**APPROVAL**

Mr. Chairman, I move that we recommend approval of the code text amendment to Section 15.01.140 titled Sewage Systems amending the allowed drop through a manhole.

DENIAL

Mr. Chairman, I move that we recommend denial of the Code Text Amendment.

TABLE

Mr. Chairman, I move that we table action on the Code Text Amendment, and instruct staff to_____.

UNAPPROVED MINUTES

Floodplain Management title amending construction requirement within special flood hazard areas.

Rodney Martin seconded the motion. Voting was as follows:

Chairman Woffinden	AYE
Christine Anderson	AYE
Rodney Martin	AYE
Chris Christiansen	AYE
Bruce Frandsen	AYE

The motion passed

5. Public hearing and recommendation of a code text amendment to Section 15.01.140, titled Sewage System amending the elevation drop in a manhole.

Ben Hunter reviewed the background information of the agenda item: American Fork City Staff is requesting a code text amendment to Section 15.01.140. The specific request reduces the minimum allowed drop through a sanitary sewer manhole from 0.40 feet to 0.20 feet.

Ben Hunter: There are two specific sections within our code that identify the manhole elevation drop through a sewer manhole. The pipe that's coming in and on the other end of the pipe that's going out. Our code is currently required 0.4 feet of difference in the elevation points from the upstream side to the downstream side. Industry practice has actually been 0.2 feet. The reason that you even have some of that slope through there is where you have solids that are also within the sewage that's running down the pipes and the manholes. We want to make sure you don't have blockages that pile up within the manholes. This code amendment is to conform to already accepted practices within other cities within the engineering world allowing that minimum drop to be 0.2 feet. It still provides sufficient slope for the solids to continue passing through. We're updating our code to amend that.

Bruce Frandsen: Are we at 0.2 coming in and at the exit?

Ben Hunter: The inflow would be 0.2 feet above the outflow.

Bruce Frandsen: You're saying the pipe that's coming in is already laid at 0.2?

UNAPPROVED MINUTES

1 Ben Hunter: It depends on the pipe size. Depending on the manhole size, the 0.2-
2 foot drop would be a 4% slope. A five-foot manhole, which is also fairly standard
3 within the City, I believe would end up being approximately a 3% drop. In an eight-
4 inch minimum pipe size, the mainline slope is approximately 0.4%. It's a larger
5 percentage across there, but part of that is that there may be multiple inflow pipes
6 coming into the outflow side and so the slopes within that are still above what the
7 minimum standard is for the pipes coming in.

8 John Woffinden: This is all based on fluid dynamics within the pipes?

9 Ben Hunter: Yes, the bigger the pipe size, the flatter the slope that you can do just
10 because you've got more flow that's coming through a larger pipe size that's
11 continuing to carry the sewage downstream. All dynamics are based on the
12 elevations and slopes.

13 Bruce Frandsen: So there's no need to have a different slope depending on the inlet
14 side? All I wondered is if you have a steep slope coming in, then it levels out and it
15 takes off again with maybe a little less of a slope, it could have the opportunity for
16 build-up in the manhole?

17 Ben Hunter: We have code sections that require minimums. It's possible to go
18 steeper, but we have concerns about that. For example, as the Kelton apartments
19 were constructing their commercial building, they identified that the flows and
20 elevations were somewhat different and proposed a slope of approximately 25% in
21 the pipe. It introduces additional concerns when it's too steep, so we have various
22 parameters that would keep it so it's not too steep and not too flat and should function
23 appropriately.

24 Ms. Anderson and Mr. Hunter had a brief discussion about the meaning of the
25 different colors used in the staff report. Mr. Hunter confirmed that the colors are
26 dependent on who edited the report.

27 Ben Hunter: Generally speaking, if something is crossed out, it has been removed.
28 If it's underlined, it's being added. It's to differentiate between information that's
29 being added versus being removed.

30

31 **Public Hearing Opened**

32

33 **No public comment**

UNAPPROVED MINUTES

Public Hearing Closed

Bruce Frandsen motioned to recommend approval of the code text amendment to Section 15.01.140 titled Sewage Systems amending the allowed drop through a manhole.

Chris Christiansen seconded the motion. Voting was as follows:

Chairman Woffinden	AYE
Christine Anderson	AYE
Rodney Martin	AYE
Chris Christiansen	AYE
Bruce Frandsen	AYE

The motion passed

6. Public hearing and recommendation of a code text amendment to Section 15.01.610.C, titled Manholes amending the elevation drop in a manhole.

Ben Hunter stated the background information for the agenda item: American Fork City Staff is requesting a code text amendment to Section 15.01.610.C. The specific request reduces the minimum allowed drop through a sanitary sewer manhole from 0.40 feet to 0.20 feet.

Ben Hunter: We have one section of code that specifically talks about manholes and another section that talks about the overall sewerage system. These are the same changes and just two different sections of code.

Public Hearing Opened

No public comment

Public Hearing Closed



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
SEPTEMBER 27, 2022**

Department Recorder

Director Approval Terilyn Lurker

AGENDA ITEM Review and action on an ordinance amending Section 15.01.610.C titled "Manholes" amending the elevation drop in a manhole.

SUMMARY RECOMMENDATION

Staff would recommend approval. The planning commission recommended approval at the September 7, 2022, meeting.

BACKGROUND

This item goes hand in hand with the previous action item.

BUDGET IMPACT

NA

SUGGESTED MOTION

Move to adopt the ordinance approving the amendment to Section 15.01.610.C titled "Manholes" amending the elevation drop in a manhole.

SUPPORTING DOCUMENTS

09.27.22 - Section 16.01.610.C Manholes - Ordinance (PDF)

09.27.22 - Section 16.01.610.C Manholes - Staff report (PDF)

09.27.22 - Section 16.01.610.C Manholes - PC Minutes (PDF)

ORDINANCE NO _____

AN ORDINANCE AMENDING SECTIONS 15.01.610 OF THE AMERICAN FORK CITY, UTAH, MUNICIPAL CODE RELATING TO THE SEWAGE SYSTEM.

WHEREAS, Section 15.01.610 of the American Fork Municipal Code relates to specific standards for construction of manholes;

WHEREAS, City Council desires to amend the requirements for manholes;

WHEREAS, it is in the best interest and general welfare of residents of American Fork to amend the Code relating to manholes;

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

PART I

TEXT OF ORDINANCE

SECTION 1. Section 15.01.610.C of the American Fork City Municipal Code is hereby amended to read as follows:

Sec 15.01.610 Manholes

C. Bases. All manhole bases shall be pre-cast and shall have pipe inverts and a resilient connection between pipe and manhole for each pipe connecting to the manhole unless otherwise noted and approved by city engineer. The rubber gasket boot PSX Series Six, or approved equal, shall be installed outside of the manhole and shrink-proof grout pipe connection will be put on the inside of the manhole. Cast-in-place bases shall be at least nine inches in thickness and shall extend at least six inches radially outside of the outside dimension of the manhole section. Precast bases shall be a minimum of nine inches in thickness. Concrete bases shall be placed upon a minimum of six inches of compacted one-inch minus gravel.

The concrete base shall be constructed so the first section of the precast manhole has a uniform bearing throughout the full circumference of the manhole wall. Sufficient mortar shall be deposited on the concrete base to provide a water tight seal between the base and the manhole wall. Concrete used in the construction of the base shall conform to six and one-half bag, four thousand psi concrete as specified in the concrete section of these specifications.

Where sewer lines pass through or enter manholes, the invert channels shall be smooth and semi-circular in cross section conforming to the details shown on the drawing, incorporating a minimum four~~two~~-tenths-foot (0.20-foot) drop through the manhole. Changes of direction of flow within the manholes shall be made with a smooth curve with as long a radius as possible. The floor of the manhole outside the flow channels shall be made with a smooth curve with as long a radius as possible. The floor of the manhole outside the flow channels shall be smooth and slope toward the channel at not less than one inch per foot.

Concrete pipe connections to manholes shall be achieved by use of manhole coupling adapters, rubber gaskets (ASTM C923 specifications), positive seal gasket system, or grouting a bell or spigot pipe at the appropriate location.

Upon written approval of the City Engineer, connecting boots may be used consisting of neoprene compound meeting ASTM C-443 specifications. The boot shall have a wall thickness of three-eighths-inch. The boot shall either be "cast-in-place" in the precast base or attached to the precast base by means of an internal expanding band. When the boot is attached to the precast base, a watertight seal between the boot and the precast base must be accomplished. An external band shall be supplied and used to clamp and seal the boot to the pipe. The band shall be made of 300 series non-magnetic corrosion-resistant steel. After the band has been placed, it shall be completely coated with a bituminous material approved by the city engineer.

The maximum size pipe that can be used in a forty-eight-inch manhole is PVC at fifteen-inch or concrete twelve-inch; all others shall be sixty-inch inside diameter. All manholes with three or more pipes entering the base shall be sixty-inch inside diameter.

All concrete for manhole bases shall comply with city approved specifications.

PART II

PENALTY AND ADOPTION

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

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

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

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

**PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF AMERICAN
FORK CITY, UTAH, THIS ____ DAY OF _____ 2022.**

Bradley J. Frost, Mayor

ATTEST:

City Recorder

Attachment: 09.27.22 - Section 16.01.610.C Manholes - Ordinance (Section 15.01.610.C - Manholes)

**AMERICAN FORK CITY
PLANNING COMMISSION****MEETING DATE:** September 7th, 2022
DEPARTMENT: Public Works

AGENDA TOPIC: Public hearing and recommendation of a code text amendment to Section 15.01.610.C, titled Manholes amending the elevation drop in a manhole.

Background

American Fork City Staff is requesting a code text amendment to Section 15.01.610.C. The specific request reduces the minimum allowed drop through a sanitary sewer manhole from 0.40 feet to 0.20 feet.

POTENTIAL MOTIONS**APPROVAL**

Mr. Chairman, I move that we recommend approval of the code text amendment to Section 15.01.610.C titled Manholes amending the allowed drop through a manhole.

DENIAL

Mr. Chairman, I move that we recommend denial of the Code Text Amendment.

TABLE

Mr. Chairman, I move that we table action on the Code Text Amendment, and instruct staff to_____.

UNAPPROVED MINUTES

Public Hearing Closed

Bruce Frandsen motioned to recommend approval of the code text amendment to Section 15.01.140 titled Sewage Systems amending the allowed drop through a manhole.

Chris Christiansen seconded the motion. Voting was as follows:

Chairman Woffinden	AYE
Christine Anderson	AYE
Rodney Martin	AYE
Chris Christiansen	AYE
Bruce Frandsen	AYE

The motion passed

6. Public hearing and recommendation of a code text amendment to Section 15.01.610.C, titled Manholes amending the elevation drop in a manhole.

Ben Hunter stated the background information for the agenda item: American Fork City Staff is requesting a code text amendment to Section 15.01.610.C. The specific request reduces the minimum allowed drop through a sanitary sewer manhole from 0.40 feet to 0.20 feet.

Ben Hunter: We have one section of code that specifically talks about manholes and another section that talks about the overall sewerage system. These are the same changes and just two different sections of code.

Public Hearing Opened

No public comment

Public Hearing Closed

Attachment: 09.27.22 - Section 16.01.610.C Manholes - PC Minutes (Section 15.01.610.C - Manholes)

UNAPPROVED MINUTES

Rodney Martin motioned to recommend approval of the code text amendment to Section 15.01.610.C titled Manholes amending the allowed drop through a manhole.

Christine Anderson seconded the motion. Voting was as follows:

Chairman Woffinden	AYE
Christine Anderson	AYE
Rodney Martin	AYE
Chris Christiansen	AYE
Bruce Frandsen	AYE

The motion passed

7. Public hearing and recommendation of a code text amendment to Section 15.01.100, titled Streets and Standard Drawing 15.7 (Section 15.01.1430) amending various elements related to dead end streets and dwelling units on a single access.

8. Public hearing and recommendation of a code text amendment to Section 15.01.100, titled Streets amending various elements related to subdivision connection to public streets and adjacent properties and creating Standard Drawing No. 15.7b (Section 15.01.1435) consistent with the amendments.

John Woffinden notes that numbers 7 and 8 on the Public Hearing agenda have been pulled.

ACTION ITEMS

1. Hearing, review, and action on site plan for the Mira Vista Development, seeking a recommendation of approval for a 21-unit development, located in the area of 530 South 1040 East, in the R3-7500 Zone.

Travis Van Ekelburg stated the background information for the agenda item: The applicant is applying for a Commercial Site Plan approval for the Mira Vista Phase 4 development, located in the area of 530 S 1040 E in the R3-7500 Zone. The



**REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
SEPTEMBER 27, 2022**

Department Recorder **Director Approval** Terilyn Lurker

AGENDA ITEM Review and action on a resolution adopting the Moderate Income Housing Element of the General Plan.

SUMMARY RECOMMENDATION

Staff would recommend approval. The planning commission recommended approval at the September 7, 2022, meeting.

BACKGROUND

Municipalities with a certain population are required to have a moderate-incoming housing element as part of the general plan. Staff has prepared a draft plan that fits the overall direction of the city and that promotes moderate-income housing throughout the community through sustainable development and community partnerships.

The planning commission has reviewed the plan and is recommending approval with minor modifications.

BUDGET IMPACT

NA

SUGGESTED MOTION

Move to approve the resolution adopting the Moderate Income Housing Element of the General Plan.

SUPPORTING DOCUMENTS

09.27.22 - Moderate Income Housing Plan Resolution (DOCX)
 09.27.22 - Moderate Income Housing Plan (PDF)
 09.27.22 - Moderate Income Housing Plan - Staff report (PDF)
 09.27.22 - Moderate Income Housing Plan - PC Minutes (PDF)

RESOLUTION NO. _____**A RESOLUTION ADOPTING THE MODERATE INCOME HOUSING ELEMENT OF AMERICAN FORK CITY GENERAL PLAN.**

WHEREAS, Section 10-9a-401 Utah Code, 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 recommends and describes the general content of each of the major elements typically included within a general plan including, but not limited to the Moderate Income Housing Element, and

WHEREAS, the Planning Commission has advertised and held a public hearing on the proposed Moderate Income Housing Element of the General Plan, duly considered the comments received at the hearing, and acted to recommend approval to the City Council, all in accordance with Section 10-9a-404 of Utah State law; and

WHEREAS, the City Council has received the recommendation from the Planning Commission and duly considered the comments received at the hearing.

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

SECTION 1. That the amendment to the Moderate Income Housing Element of the General Plan of American Fork, Utah is hereby adopted.

SECTION 2. It is the express intent of the City Council that, to the extent possible, said plan shall be followed, complied with, and otherwise adhered to.

SECTION 3. The Planning Commission and City staff are hereby directed to implement such ordinances and policies as are created under the plan and deemed essential for its implementation.

SECTION 4. This Resolution shall take effect upon its passage, as provided by law.

PASSED AND ADOPTED THIS 27 DAY OF SEPTEMBER 2022.

ATTEST

Bradley J. Frost, Mayor

Terilyn Lurker, City Recorder



AMERICAN
18 FORK 53

MODERATE-INCOME HOUSING PLAN

The American Fork Moderate-Income Housing Plan was adopted on _____ 2022

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Acknowledgements

Mayor Bradley J. Frost

David Bunker, City Administrator

City Council

- Staci Carroll
- Robert Shelton
- Kevin Barnes
- Clark Taylor
- Ryan Hunter

Planning & Zoning Commission

- John Woffinden
- Christine Anderson
- Harold Dudley
- Jenny Peay
- Bruce Frandsen
- Chris Christiansen
- Rodney Martin
- David Bird

Development Services Department

Patrick O'Brien, Development Services Director

- Travis Van Ekelenburg, Senior Planner
- Cody Opperman, Planner
- Melissa White, Department Administrative Assistant



Executive Summary

American Fork is a growing community in Northern Utah County, at the foot of Mount Timpanogos, in the Wasatch Range. It has a current population more than 34,000 residents within its 10 square miles. The City has experienced significant growth in recent years, and has grown from the small-town that it once was, to a larger community with a great mix of retail and commercial development to support its expanding population. As a community, American Fork provides an excellent quality of life with a variety of city services to enhance the lives of its residents, which includes the American Fork City Library, Fitness Center, and a diverse network of parks and trails throughout the community.

In 2020, American Fork's median income level reached \$78,690 for households. Comparing the 2020 median household income with Utah County's 2020 area median income (AMI) we can see how many households are in the categories of $\leq 30\%$, $\leq 50\%$, $\leq 80\%$, and $> 80\%$ AMI for a four-person family. Most American Fork households are in the $> 80\%$ AMI, but it is still important to provide housing options for individuals that are in the remaining AMI percentages. By providing a diversity of housing options for all AMI categories generates a sense of inclusion for American Fork City residents.

American Fork (2020) is predominantly long term natured, meaning that most residents are staying in the city and owning their home. There are a total of 9,562 housing units. Out of that total 6,833 units (71.4%) are owner occupied and 2,421 (25.3%) units are renter occupied. Vacancy takes the remaining units for a total of 308 (3.2%).

Seven policies will be implemented that will guide American Fork to build better neighborhoods and provide positive future growth for the City. Additionally, the policies will focus on providing a way for residents to live a more pedestrian like lifestyle when they live near major transit corridors.



What is a Housing Plan?

A Housing Plan is a set of documents that address the housing goals for a city. The document contains a set of detailed policies that are chosen to respond to the specific housing needs of the city, for its current and future residents. These needs are further assessed and prioritized to identify and develop practical strategies that can be implemented to guide future decisions by City staff and elected officials to meet and achieve specific goals.

The purpose of a Moderate-Income Housing Plan is to understand and generate housing needs for the citizens of American Fork. Compiling current moderate-income populations, current housing stocks, and current available data will give a better understanding on the type of targeted Area Median Incomes (AMI) that American Fork will need to focus on and what's currently in the City's housing supply/demand. Using the most current and available data for the targeted AMI and current housing supply/demand we can then focus our needs better for the residents of American Fork

Why Does American Fork Need a Housing Plan?

The City needs to update housing policies to meet the current and future housing needs of its residents. American Fork is expected to experience significant growth in the next 20 years, and the City must be able to provide for this future growth in a strategic and sustainable manner. The Wasatch Front Regional Council has prepared growth models

that indicate American Fork will grow by an average of 780 new residents each year from now until 2050. By planning for growth, the City can make proactive and thoughtful policy decisions to ensure that American Fork maximizes the opportunities that growth provides, while mitigating its negative impacts.

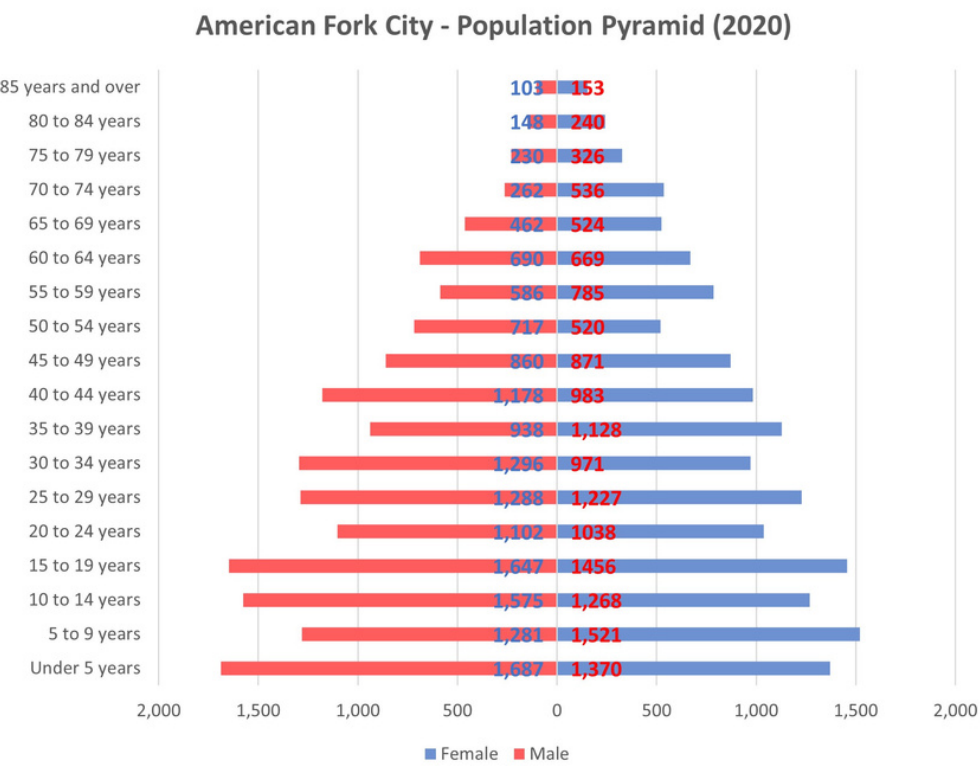
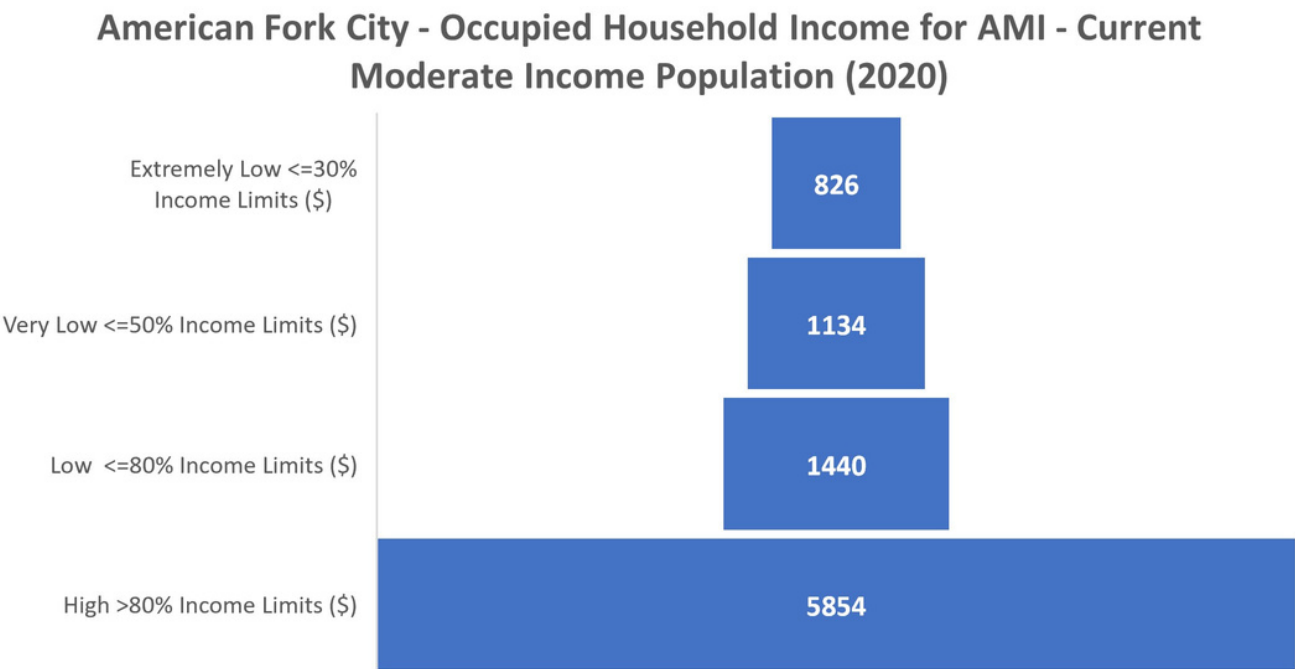
While future growth will have a significant impact on American Fork, understanding the unique characteristics of the city's current population is fundamental to the development of policies and programs that will best serve the community, that will be based on the strategies that must be implemented as a part of satisfying the State's moderate-income housing plan requirement for the City. One of the best methods for evaluating the magnitude of these characteristics and their impacts is a comparison with Utah County and previous records for American Fork from different years.



Population Growth

American Fork's total population in 2017 was 28,507 people. Using the most recent data from the United States Census Bureau (2020), American Fork's population has reached to 31,363 people. American Fork's current population as of 2022 is in excess of 34,000 residents. In order to accommodate the future project growth, the City is going to need to provide more opportunities for the creation and development of affordable housing units. The need for more affordable homes is needed meet the demand of the aging population, as well as the future growth that the City will experience from the younger population. The age ranges of 10 to 14 years and 15 to 19 years old make up the largest ranges in American Fork City. Highlighting the potential need for future housing needs within our community, will not only accommodate any inward migration, but also will meet the needs of the City's natural growth for those who wish to live in American Fork City throughout other stages of their lives.

The current amount of Occupied Household Income within the <=30%, <=50%, and <=80% Area Median Income (AMI) is showcased to the right. 2020 was the most recent data gathered from the United States Census Bureau and it's showcasing a slow increase to higher AMI's rather than a decrease. The comparison between 2017 Occupied Household Income is that there has been a decrease of the Extremely Low <=30% and increases in the <=50%, <=80%, and >80% AMI. This shows that American Fork's Household Income has been steadily increasing over the past three years and households are steadily gaining more income. The AMI is based off of a four-person family, and the data gathered was from the U.S Department of Housing and Urban Development (HUD) and using United States Census Bureau data set to compare the AMI from HUD.

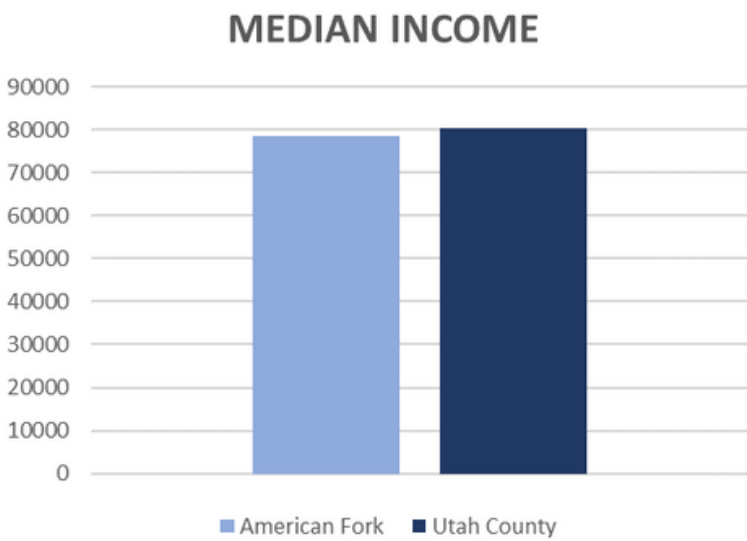


Median Household Income

The median household income in American Fork, for the year 2020, has increased \$7,764 from 2017. Households in the city are continuing to grow their wealth and getting out of the extremely low AMI that has been previously shown.

HUD AMI for Utah County (2020)		Persons in Family								
FY 2020 Income Limit Area	Median Family Income	FY 2020 Income LimitCategory	1	2	3	4	5	6	7	8
Provo-Orem, UTMSA	80400	Very Low (50%) Income Limits (\$)	28150	32200	36200	40200	43450	46650	49850	53100
		Extremely Low Income Limits (\$)	16900	19300	21720	26200	30680	35160	39640	44120
		Low (80%)IncomeLimits (\$)	45050	51450	57900	64300	69450	74600	79750	84900

\$78,690
2020 Median Household
Income for A.F.

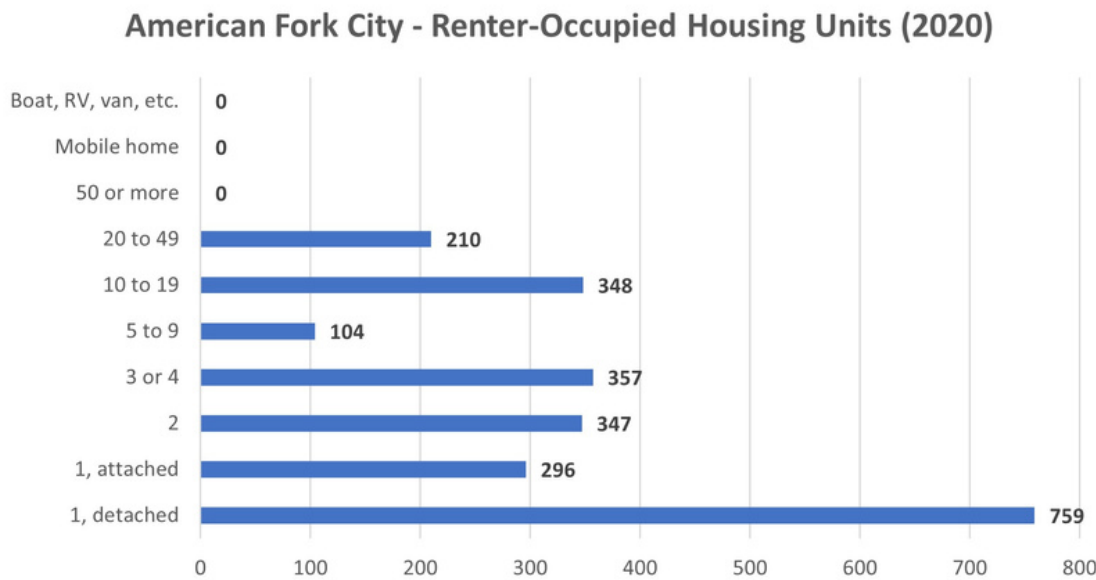
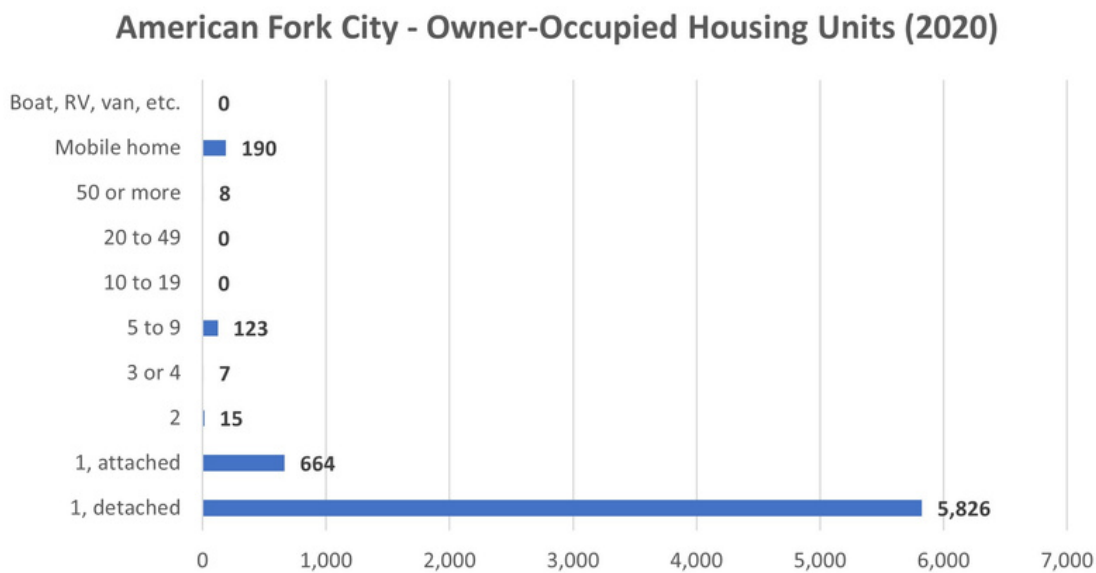


The American Fork median home value is lower than the County median value.



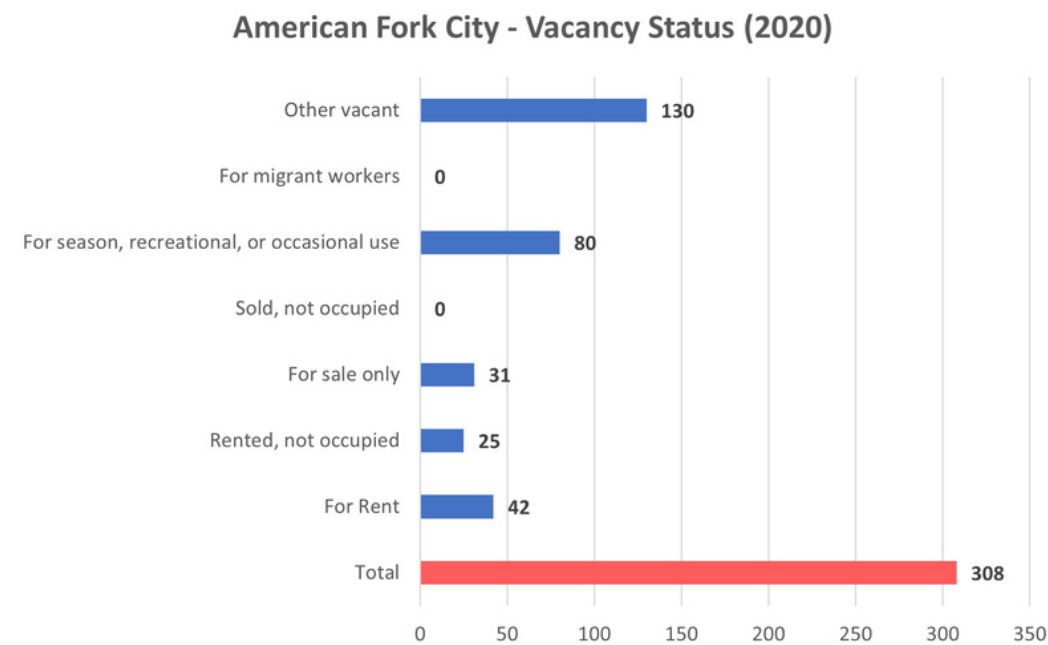
Housing Unit Types - Owner/Renter Occupied

As of 2020, United States Census Bureau has identified 9,562 housing units within American Fork. Out of those 9,562 housing units most of them are owner occupied and single detached housing units. Additionally, of the renter-occupied housing units, single detached housing ranks number one in the City.



Vacancy Status

There are 308 vacant housing units counted for in American Fork City in 2020. That sets a 3.2% vacancy for the entirety of the City during that time. The 3.2% vacancy can be broken up in the graph shown above and it can show the type of excess housing that the City had in 2020. Comparing that with vacant housing numbers in 2017, the City has increased in the types of vacancy in almost all sections.



Beyond Affordability

There are not many limitations to housing availability in American Fork with the exception of land development near Utah Lake. The City has much more development that can happen towards the south boundary, but as developments get closer to the lake and the shoreline protection area development becomes more challenging. Liquification can be a factor for the land near bodies of water, and that can be seen as a threat to the expansion of housing. The shoreline protection area acts as Utah Lake's barrier for the wildlife ecosystem to be unharmed.

There are more constraints to housing supply than just protected areas. Another constraint can be the housing market itself. The real estate market is more affected by the price of housing and the fluctuation of interest rates making housing availability challenging at times.

Another market constraint is current supply chain issues. Issues meaning that the current cost of supplies to create housing can increase in price. When materials for constructing housing increases in price and availability is limited, the results will be higher home prices and a decrease in home availability.

Moderate Income Housing Strategies

The policies and programs identified in the American Fork Moderate-Income Housing Plan will require a significant staff resource and financial investment to develop and implement certain strategies. American Fork does not have enough financial resources to fund these strategies on its own, therefore funding for the implementation of some of the strategies and subsequent programs will come from other resources such as from the Patriot Station CRA. The American Fork Redevelopment Agency will act as the primary funding resource through the finances that it controls under the established housing set-aside from its Patriot Station Community Reinvestment Area. The City will work with housing partners who work in Utah County and American Fork to partner on additional funding opportunities, and to develop additional programs where possible.



Plan Implementation

Through the identification of 7 major housing strategies that can be implemented by American Fork City, staff will be able to formulate policies and programs based on the intent of these strategies to address moderate-income housing issues throughout the City. These policy proposals and their subsequent implementation strategy is key to the success of this plan. The following strategies and implementation plan have been identified as the best solutions and remedies to American Fork's current housing challenges, as well as the perceived challenges for the future. The table of policies outlines whether a policy proposal requires a modification to a current policy, the creation of a new policy, partnerships, creation of a new program, modifications to an existing program or the creation of new City ordinances or modifications to existing ones. Several of the proposals can be implemented in the short term, while others will require further study and analysis before the City can implement them.

With much of the future growth expected to occur in the southern portion of the City, the Transit Oriented Development area around the American Fork Frontrunner Station will play a vital role in the development of moderate-income housing in American Fork. This will be achieved both through the provision of new residential development, but also through the generation of Tax Increment Funding which will have an allocated housing set aside portion which will be used to fund the creation of new programs and policies geared towards addressing moderate-income housing issues in American Fork.

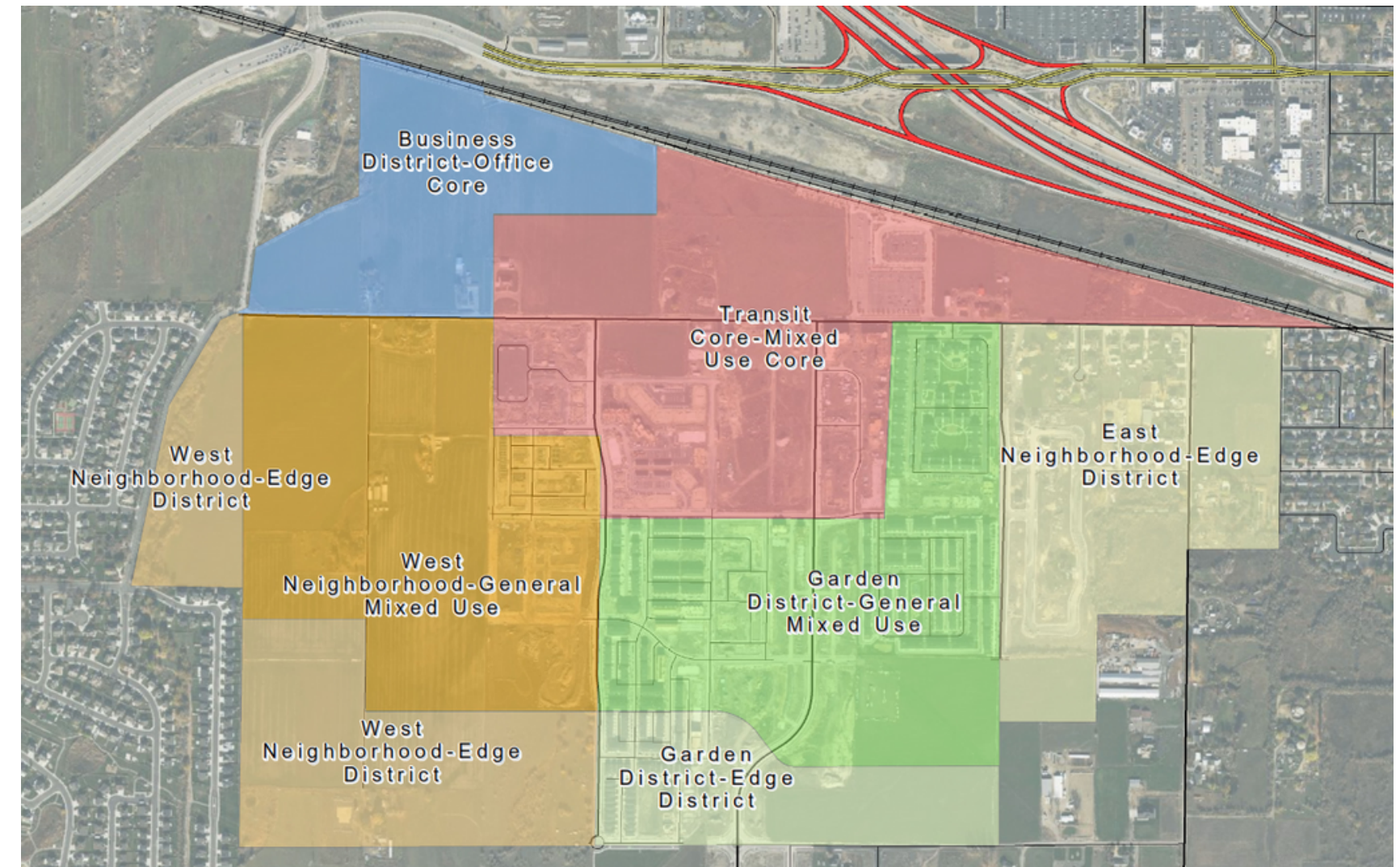


Figure 1: Transit Oriented Development Overlay



Seven Strategies for the MIHP

01

Develop and adopt a station area plan in accordance with Section 10-9a-403.1

02

Demonstrate utilization of a moderate-income housing set aside from a community reinvestment agency, redevelopment agency, or community development and renewal agency to create or subsidize moderate income housing

03

Implement a mortgage assistance program or strategy for employees of the county/municipality, an employer that provides contracted services for the county/to the municipality, or any other public employer that operates within the county/municipality

04

Amend land use regulations to eliminate/reduce parking requirements for residential development where residents are less likely to rely on the their own vehicle

05

Amend land use regulations to allow for higher density or new moderate income residential development in commercial or mixed-use zones near major transit investment corridors

06

Create or allow for reduced regulations related to, internal or detached accessory dwelling units in residential zones

07

Rezone for densities necessary to facilitate the production of moderate-income housing



Implementation Strategy

Policy	Proposed Action	Timeline Details
Develop and adopt a station area plan in accordance with Section 10-9a-403.1	Plan Preparation	Year 1
Demonstrate utilization of a moderate-income housing set aside from a community reinvestment agency, redevelopment agency, or community development and renewal agency to create or subsidize moderate income housing	Program Creation	Year 2
Implement a mortgage assistance program or strategy for employees of the county/municipality, an employer that provides contracted services for the county/to the municipality, or any other public employer that operates within the county/municipality	Program Creation	Year 2
Amend land use regulations to eliminate/reduce parking requirements for residential development where residents are less likely to rely on the their own vehicle	Policy Action	Year 3
Amend land use regulations to allow for higher density or new moderate income residential development in commercial or mixed-use zones near major transit investment corridors	Policy Action	Year 2
Create or allow for reduced regulations related to, internal or detached accessory dwelling units in residential zones	Policy Action	Year 2
Rezone for densities necessary to facilitate the production of moderate-income housing	Policy Action	Year 3



**AMERICAN FORK CITY
PLANNING COMMISSION**

MEETING DATE: September 7th, 2022
DEPARTMENT: Development Services

AGENDA TOPIC: Public hearing and recommendation of American Fork General Plan to adopt the American Fork Moderate Income Housing Plan as a component of the General Plan.

Background

The Utah State Legislature requires all cities above a certain size to include a moderate-income housing element within their general plan. The inclusion of this element demonstrates that the jurisdiction desires to create an opportunity for a variety of housing in order “to meet the needs of people of various income levels living, working, or desiring to live or work in the community” while also allowing “people of various incomes to benefit from and fully participate in all aspects of neighborhood and community life.”

Staff has prepared a draft moderate-income plan which fits with the overall future direction of the City, and has selected 7 strategies outlined in the Utah State Code which they believe meets with the future vision for American Fork, and to promote moderate-income housing throughout the community through sustainable development and community partnerships.

STAFF RECOMMENDATION:

Approval

POTENTIAL MOTIONS

APPROVAL

Mr. Chairman, I move that we recommend approval of the amendment to the American Fork General Plan, and to adopt the American Fork Moderate Income Housing Plan as a component of the General Plan.

DENIAL

Mr. Chairman, I move that we recommend denial of the General Plan Amendment.

TABLE

Mr. Chairman, I move that we table action on the General Plan Amendment, and instruct staff to _____.

UNAPPROVED MINUTES

- 1 Include David Bird in the minutes.
 2 moved to approve minutes of the August 17, 2022 Planning Commission
 3 Regular Session.
 4 seconded the motion.

5 **PUBLIC HEARINGS**

6 **1. Public hearing and recommendation of American Fork General Plan to**
 7 **adopt the American Fork Moderate Income Housing Plan as a**
 8 **component of the General Plan.**

9
 10 Patrick O'Brien reviewed the background of the agenda item: The Utah State
 11 Legislature requires all cities above a certain size to include a moderate-income
 12 housing element within their general plan. The inclusion of this element
 13 demonstrates that the jurisdiction desires to create an opportunity for a variety of
 14 housing in order "to meet the needs of people of various income levels living,
 15 working, or desiring to live or work in the community" while also allowing
 16 "people of various incomes to benefit from and fully participate in all aspects of
 17 neighborhood and community life."

18 Staff has prepared a draft moderate-income plan which fits with the overall future
 19 direction of the City, and has selected 7 strategies outlined in the Utah State Code
 20 which they believe meets with the future vision for American Fork, and to promote
 21 moderate-income housing throughout the community through sustainable
 22 development and community partnerships.

23 Patrick O'Brien: The Moderate-Income Housing Plan is a statutory required plan
 24 that all cities above a certain size throughout Utah need to prepare. As the name
 25 would suggest, it's to try and alleviate affordable housing or moderate-income
 26 issues throughout the cities. There are a number of certain criteria that need to be
 27 met in the formation of these plans. It's an analysis of current housing needs in our
 28 community and an analysis of what stock we have existing and what stock is
 29 available at different area median income levels. The State looks at 80% which is
 30 considered to be moderate income, and then the whole way down; 60%, 50%,
 31 45%, and 30% of our median income. That will be our very bottom end in
 32 desperate need of affordable housing. The plan outlines a number of narrative
 33 points of why we need a plan and how the plan came about. The State outlines in
 34 code a number of different strategies that a city needs to adopt. Depending on the
 35 size of the city, a certain number of these strategies need to be adopted. We have

UNAPPROVED MINUTES

1 proposed to adopt a number of our policies. Additionally, because we have a fixed
 2 transit line in our community, our front runner, we must add one or two additional
 3 strategies to include the need for a Station Area Plan. We have proposed seven
 4 different strategies which are based on staff research and analysis. We selected
 5 seven out of a list of just over 20 based on the direction that American Fork is
 6 growing as well as some direction of different things that have come from our
 7 Planning Commission and our City Council meetings. This relates largely to our
 8 TOD zoning because that will be a major factor in addressing moderate income
 9 housing in our community. One of the requirements as a part of the plan
 10 preparation is to outline an implementation plan that outlines what years we're
 11 looking to do. The plan itself was meant to be a five-year plan. It's meant to be
 12 flexible so as our community changes we can determine if we need to amend the
 13 timelines of different things. We have that ability as a community which would
 14 require us to do a minor amendment. There's a number of policies that will be
 15 implemented based on these strategies. Some of the strategies require us to
 16 implement different programs. The funding for that will come from our community
 17 reinvestment area down in our TOD which was adopted by our Council recently.
 18 That will go into a number of those programs related to down payment assistance
 19 and rental assistance programs that the City is going to work on preparing and
 20 implementing in the next couple of years. The CRA operated through our
 21 redevelopment agency will be a major funding mechanism. We also are hoping to
 22 partner with other housing agencies that operate in American Fork and throughout
 23 northern Utah County to see what we can do together to try and address the issue
 24 of Moderate-Income Housing.

25
 26 John Woffinden: How did they determine the number of residents who own and
 27 those who rent?

28
 29 Patrick O'Brien: We take all that information from the 2020 census. We also look
 30 at the American Community Survey which does annual projections based on those
 31 numbers to get a more precise number from the census tract.

32
 33 Mr. Christiansen notes that his name is misspelled in the report.

34
 35 Bruce Frandsen: References Strategy #6, "Create or allow for reduced regulations
 36 related to, internal or detached accessory dwelling units in residential zones."
 37 We're putting that out to address three years from now. I think could be done much

UNAPPROVED MINUTES

1 quicker. That's one I think we could implement now and with very few changes to
2 some of our zones.

3
4 Patrick O'Brien: I'm happy to bring that forward if that's your recommendation.
5 We've looked at it recently at the City Council work session and had an in-depth
6 discussion about it. The consensus wasn't very strong that it was important to move
7 forward immediately, because there is a lot more research needed. Would we allow
8 it in all of our single-family residential zones? Would we allow it in residential
9 zones that were of a certain lot size in terms of square footage? Particularly for the
10 external units. The internal units are required by State already, and we allow for
11 those. If you want to bring that item forward in years, we're happy to do that.

12
13 Bruce Frandsen: I think there is pushback in some areas in the city where they
14 don't want to have it, and they are more willing to put it in other areas. It's another
15 one of the "not in my backyard" scenarios. If we're getting serious about what we
16 ought to do, and how we ought to spread it, we ought to spread that throughout the
17 community. If we're going to have it, it should be everywhere, and then people can
18 decide themselves whether they want to do it or not. I think we could push that up.

19
20 Patrick O'Brien: Would you be okay if we moved to that from year three to year
21 two? Year one is based on what we need to do. We have our Station Area Plan that
22 takes precedence because there's a trigger on that and we have less than 12 months
23 to get it done. *References Strategy #6* We have started, but year two would be
24 ideal for that one. It may get done sooner.

25
26 Christine Anderson: I agree with Bruce, I would like to see it done earlier and it
27 should be across all zones.

28
29 John Woffinden: Does the October 1st State deadline come back to this?

30
31 Patrick O'Brien: We need to have this adopted by October 1st, but on top of that
32 we need to do our current report and also outline our implementation strategy to
33 the Department of Workforce Services Affordable Housing Division.

34
35 Rodney Martin: I agree with what's been said about the accessory being used.

UNAPPROVED MINUTES

1 Patrick O'Brien: Is everyone in the Commission satisfied with year moving it from
2 year three to year two with the understanding that if we can get to it sooner, we
3 will move on that?

4
5 The Commissioners stated their agreement.

6
7 Christine Anderson: I feel like this effort is one of the most important things that
8 I've done in my whole time on the Commission. We know that where people live
9 affects their opportunity for upward mobility and benefits from the community. I
10 feel like allowing for more diverse and inclusive housing options across different
11 zones really gives people of all incomes the benefit of a thriving community. As
12 we age, we want to be able to choose the size of home we want to live in without
13 having to uproot into a different community. As our children leave the house and
14 start their families, we want them to be able to be close.

15
16 Patrick O'Brien: Moderate Income Housing is extremely challenging, especially
17 when the market is the way it is right now. We understand the challenges in that.
18 The Down Payment Assistance Program will help people in some of those more
19 challenging situations. Our TOD Zone is central to the success of addressing
20 moderate-income housing - and housing in general - for our community. It's our
21 largest green field area in the city. We have the ability to increase our densities
22 there and have a more diverse range of housing stock for people at different points
23 in their life. As we flesh out a plan it will be an aging-in-place approach with the
24 idea that you can spend all different points of your life in the same community.
25 That's the ultimate goal of proper planning, to have a place for people at all points
26 in their life.

27
28 Christine Anderson: As we're making advancements in attainable housing, I want
29 to accentuate how important it is that we dovetail transportation into these denser
30 areas. I think it's important for us to focus on how we can increase smart
31 transportation to all these areas.

32
33 Patrick O'Brien: I think as we grow as a community we will have the volume of
34 people to support that. It will come in time.

35
36 **Public Hearing Opened**

37
38 **No public comment**

UNAPPROVED MINUTES

Public Hearing Closed

Rodney Martin motioned to recommend approval of the amendment to the American Fork General Plan, and to adopt the American Fork Moderate Income Housing Plan as a component of the General Plan.

Christine Anderson seconded the motion. Voting was as follows:

Chairman Woffinden AYE

Christine Anderson AYE

Rodney Martin AYE

Chris Christiansen AYE

Bruce Frandsen AYE

The motion passed

2. Public hearing and recommendation of a code text amendment to Section 17.7.503, titled Planned Unit Developments – Conservation Subdivision Project amending the lot size requirements for corner lots.

Cody Opperman reviewed the background of the agenda item: The applicant, Mr. Ken Berg, is requesting a code text amendment to Section 17.7.503. The specific request deals with the minimum sizes for corner lots with the PR-3.0 Zone. The applicant seeks a recommendation of approval to amend part H(4) of the specified section of code to allow for single-family detached structures to be placed on corner lots, and not just semi-detached duplex style units.

The staff does not have any specific objections to the proposed amendment, however, it is important to highlight that a reduced lot size requirement may impact the overall size of units that can be placed on a lot, while still being required to meet certain sight triangle requirements.

Christine Anderson: Right now it applies for semi-detached duplex-style units, but not for single-family detached units?

Cody Opperman: Yes, it's only applicable to the two-family duplex style.

References the current code in the presentation In the current code it doesn't go

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE AMERICAN FORK MS4 ANNUAL REPORT FOR 2021-2022.

WHEREAS, staff has completed the MS4 Annual Report for 2021-2022;

WHEREAS, the City Council has reviewed the annual report for 2021-2022.

THEREFORE, BE IT RESOLVED that the American Fork City Council accepts the American Fork MS4 Annual Report for 2021-2022.

Dated this 27th day of September 2022.

Bradley J. Frost, Mayor

ATTEST:

Terilyn Lurker, City Recorder

Utah Pollutant Discharge Elimination System Storm Water Program

MS4 Report Form

The purpose of this report is to contribute information to an evaluation of the UPDES municipal separate storm sewer system (MS4) permit program. Consistent with 40 CFR §122.37 the Utah Department of Environmental Quality is assessing the status of the storm water program. A “no” answer to a question does not necessarily mean noncompliance with your permit or with the federal regulations. In order to establish the range of variability in the program it is necessary to ask questions along a fairly broad performance continuum.

1. MS4 Information

American Fork City

Name of MS4

David	Bunker	City Administrator
Name of Contact Person (First)	(Last)	(Title)
(801) 763-3000		dbunker@americanfork.gov
Telephone (including area code)		Email
51 E. Main Street		
Mailing Address		
American Fork	UT	84003
City	State	ZIP code
What size population does your MS4 serve? 35,000	UPDES number	UTR090000
What is the reporting period for this report? (mm/dd/yyyy)	From 07/01/2021	to 06/30/2022

2. Water Quality Priorities

A. Does your MS4 discharge to waters listed as impaired on a state 303(d) list? ☒ Yes ☐ No

B. If yes, identify each impaired water, the impairment, whether a TMDL has been approved by EPA for each, and whether the TMDL assigns a wasteload allocation to your MS4. Use a new line for each impairment, and attach additional pages as necessary.

Impaired Water	Impairment	Approved TMDL		TMDL assigns WLA to MS4	
Utah Lake	Algal blooms, TDS, PCB,	☐ Yes	☐ No	☐ Yes	☐ No
	Total Phosphorus	☐ Yes	☐ No	☐ Yes	☐ No
		☐ Yes	☐ No	☐ Yes	☐ No
		☐ Yes	☐ No	☐ Yes	☐ No
		☐ Yes	☐ No	☐ Yes	☐ No
		☐ Yes	☐ No	☐ Yes	☐ No
		☐ Yes	☐ No	☐ Yes	☐ No
		☐ Yes	☐ No	☐ Yes	☐ No

C. What specific sources contributing to the impairment(s) are you targeting in your storm water program?

D. Do you discharge to any high-quality waters (e.g., Tier 2, Tier 3, outstanding natural resource waters, or other state or federal designation)? ☒ Yes ☐ No

E. Are you implementing additional specific provisions to ensure their continued integrity? ☒ Yes ☐ No

3. Public Education and Public Participation

- A. Is your public education program targeting specific pollutants and sources of those pollutants? ☒ Yes ☐ No
- B. If yes, what are the specific sources and/or pollutants addressed by your public education program?
Pesticides, fertilizers, pet waste, trash and construction waste.
- C. Note specific successful outcome(s) (e.g., quantified reduction in fertilizer use; NOT tasks, events, publications) fully or partially attributable to your public education program during this reporting period.
Reduction in irrigation runoff carrying pollutants
- D. Do you have an advisory committee or other body comprised of the public and other stakeholders that provides regular input on your storm water program? ☒ Yes ☐ No
- E. Do you belong to a storm water coalition or other advisory committee? If yes, describe: ☒ Yes ☐ No
Member of the Utah County Storm Water Coalition

4. Construction

- A. Do you have an ordinance or other regulatory mechanism stipulating:
- | | | |
|--|---|-----------------------------|
| Erosion and sediment control requirements? | ☒ Yes | ☐ No |
| Other construction waste control requirements? | ☒ Yes | ☐ No |
| Requirement to submit construction plans for review? | ☒ Yes | ☐ No |
| MS4 enforcement authority? | ☒ Yes | ☐ No |
- B. Do you have written procedures for:
- | | | |
|-------------------------------|---|-----------------------------|
| Reviewing construction plans? | ☒ Yes | ☐ No |
| Performing inspections? | ☒ Yes | ☐ No |
| Responding to violations? | ☒ Yes | ☐ No |
- C. What is the threshold for construction storm water plan review (e.g., all projects, projects disturbing greater than one acre, etc.)? All development projects and city projects
- D. Identify the number of active construction sites ≥ 1 acre in operation in your jurisdiction at any time during the reporting period. 34
- E. How many of the sites identified in 4.D did you inspect during this reporting period? 28
- F. Identify the number of active construction sites < 1 acre in operation in your jurisdiction at any time during the reporting period. 92
- G. How many of the sites identified in 4.F did you inspect during this reporting period? 88
- H. Describe, on average, the frequency with which your program conducts construction site inspections.
Bi-Weekly
- I. Do you prioritize certain construction sites for more frequent inspections? ☒ Yes ☐ No
 If Yes, based on what criteria? Clearing & grading areas near waters of the U.S.
- J. Identify which of the following types of enforcement actions you used during the reporting period for construction activities, indicate the number of actions, or note those for which you do not have authority:
- | | | | |
|---|---------------------------------------|-------------------|---------------------------------------|
| ☐ Yes | Notice of violation | # <u> </u> | No Authority ☐ |
| ☐ Yes | Administrative fines | # <u> </u> | No Authority ☐ |
| ☒ Yes | Stop Work Orders | # <u>4</u> | No Authority ☐ |
| ☐ Yes | Civil penalties | # <u> </u> | No Authority ☐ |
| ☐ Yes | Criminal actions | # <u> </u> | No Authority ☐ |
| ☐ Yes | Administrative orders | # <u> </u> | No Authority ☐ |
| ☒ Yes | Other <u>Corrective Action Notice</u> | # <u>149</u> | |

- K. Do you use an electronic tool (e.g., GIS, data base, spreadsheet) to track the locations, inspection results, and enforcement actions of active construction sites in your jurisdiction? ☒ Yes ☐ No
- L. What are the 3 most common types of violations documented during this reporting period?
Dust Control, Failure to repair or fix bmp's within time frame. Install bmp correctly
- M. How often do municipal employees receive training on the construction program? Annually

5. Illicit Discharge Elimination

- A. Have you completed a map of all outfalls and receiving waters of your storm sewer system? ☒ Yes ☐ No
- B. Have you completed a map of all storm drain pipes and other conveyances in the storm sewer system? ☒ Yes ☐ No
- C. Identify the number of outfalls in your storm sewer system. 315
- D. Identify the number of Class V injection wells in your jurisdiction. 1041
- E. Do you have documented procedures, including frequency, for screening outfalls? ☒ Yes ☐ No
- F. Of the outfalls identified in 5.C, how many were screened for dry weather discharges during this reporting period?
43
- G. Of the outfalls identified in 5.C, how many have been screened for dry weather discharges at any time since you obtained MS4 permit coverage? 70
- H. What is your frequency for screening outfalls for illicit discharges? Describe any variation based on size/type.
Annually
- I. Do you have an ordinance or other regulatory mechanism that effectively prohibits illicit discharges? ☒ Yes ☐ No
- J. Do you have documented procedures for tracing and removing an illegal discharge? ☒ Yes ☐ No
- K. Do you have an ordinance or other regulatory mechanism that provides authority for you to take enforcement action and/or recover costs for addressing illicit discharges? ☒ Yes ☐ No
- L. During this reporting period, how many illicit discharges/illegal connections have you discovered? 1
- M. Of those illicit discharges/illegal connections that have been discovered or reported, how many have been eliminated?
1
- N. Identify which of the following types of enforcement actions you used during the reporting period for illicit discharges, indicate the number of actions, or note those for which you do not have authority:
- | | | | |
|---|---------------------------------------|---------------------|---------------------------------------|
| ☐ Yes | Notice of violation | # <u> </u> | No Authority ☐ |
| ☐ Yes | Administrative fines | # <u> </u> | No Authority ☐ |
| ☐ Yes | Stop Work Orders | # <u> </u> | No Authority ☐ |
| ☐ Yes | Civil penalties | # <u> </u> | No Authority ☐ |
| ☐ Yes | Criminal actions | # <u> </u> | No Authority ☐ |
| ☐ Yes | Administrative orders | # <u> </u> | No Authority ☐ |
| ☒ Yes | Other <u>Corrective Action Notice</u> | # <u>5</u> | |
- O. How often do municipal employees receive training on the illicit discharge program? Annually

6. Storm Water Management for Municipal Operations

- A. Have storm water pollution prevention plans (or an equivalent plan) been developed for:
- | | | |
|--|---|-----------------------------|
| All public parks, ball fields, other recreational facilities and other open spaces | ☒ Yes | ☐ No |
| All municipal construction activities, including those disturbing less than 1 acre | ☒ Yes | ☐ No |
| All municipal turf grass/landscape management activities | ☒ Yes | ☐ No |
| All municipal vehicle fueling, operation and maintenance activities | ☒ Yes | ☐ No |
| All municipal maintenance yards | ☒ Yes | ☐ No |
| All municipal waste handling and disposal areas | ☒ Yes | ☐ No |
- Other _____
- B. Are storm water inspections conducted at these facilities? ☒ Yes ☐ No
- C. If Yes, at what frequency are inspections conducted? Monthly, Semi-Annual and Annual
- D. List activities for which operating procedures or management practices specific to storm water management have been developed (e.g., road repairs, catch basin cleaning).
See the SWMP
- E. Do you prioritize certain municipal activities and/or facilities for more frequent inspection? ☒ Yes ☐ No
- F. If Yes, which activities and/or facilities receive most frequent inspections? Shops
- G. How are you disposing of catch basin decant water and solid material?
Disposed at landfill
- H. Are municipal vehicles washed into an approved wastewater disposal system? ☒ Yes ☐ No
- I. Do all municipal employees and contractors overseeing planning and implementation of storm water-related activities receive comprehensive training on storm water management? ☒ Yes ☐ No
- J. If yes, do you also provide regular updates and refreshers? ☒ Yes ☐ No
- K. If so, how frequently and/or under what circumstances? Annually

7. Long-term (Post-Construction) Storm Water Measures

- A. Do you have an ordinance or other regulatory mechanism to require:
- | | | |
|---|---|-----------------------------|
| Site plan reviews for storm water/water quality of all new and re-development projects? | ☒ Yes | ☐ No |
| Long-term operation and maintenance of storm water management controls? | ☒ Yes | ☐ No |
| Retrofitting to incorporate long-term storm water management controls? | ☒ Yes | ☐ No |
- B. If you have retrofit requirements, what are the circumstances/criteria?
Type & size of development, known issues, small MS4 permit retrofit requirements
- C. What are your criteria for determining which new/re-development storm water plans you will review (e.g., all projects, projects disturbing greater than one acre, etc.) All projects are reviewed
- D. Do you require water quality or quantity design standards or performance standards, either directly or by reference to a state or other standard, be met for new development and re-development? ☒ Yes ☐ No
- E. Do these performance or design standards require that pre-development hydrology be met for:
- | | | |
|----------------------|---|-----------------------------|
| Flow volumes | ☒ Yes | ☐ No |
| Peak discharge rates | ☒ Yes | ☐ No |
| Discharge frequency | ☒ Yes | ☐ No |
| Flow duration | ☒ Yes | ☐ No |

9. Evaluating/Measuring Progress

- A. What indicators do you use to evaluate the overall effectiveness of your storm water management program, how long have you been tracking them, and at what frequency? These are not measurable goals for individual management practices or tasks, but large-scale or long-term metrics for the overall program, such as macroinvertebrate community indices, measures of effective impervious cover in the watershed, indicators of in-stream hydrologic stability, etc.

Indicator	Began Tracking (year)	Frequency	Number of Locations

- B. What environmental quality trends have you documented over the duration of your storm water program? Reports or summaries can be attached electronically, or provide the URL to where they may be found on the Web.

10. Additional Information

In the space below, please include any additional information on the performance of your MS4 program. If providing clarification to any of the questions on this form, please provide the question number (e.g., 2C) in your response.

Updated storm water management plan November 2021.

Updated the city's SOP's related to operations and stormwater.

621 tons of swept material were removed from City streets.

Collaboration with Utah County coalition, for public outreach to elementary schools students and staff.

Certification Statement and Signature

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

☐ Yes

Name of Certifying Official, Title

Date (mm/dd/yyyy)