



## CITY COUNCIL AGENDA Wednesday, May 11, 2016

NOTICE IS HEREBY GIVEN that the Herriman City Council shall assemble for a meeting in the Herriman City Council Chambers, located at 13011 South Pioneer Street (6000 West), Herriman, Utah.

### 5:00 PM - WORK MEETING: *(Front Conference Room)*

#### COUNCIL BUSINESS

- A. Review of this evening's agenda
- B. Administrative Reports
  - 1. Human Resources Budget Discussion – Travis Dunn, Human Resources Manager
  - 2. Planning Department Update – Bryn McCarty, City Planner
  - 3. Engineering Department Update – Blake Thomas, City Engineer
  - 4. Building Department Report – Cathryn Nelson, Chief Building Official
  - 5. Additional Items
- C. Adjournment

### 7:00 PM - GENERAL MEETING:

#### 1. CALL TO ORDER

- A. Invocation and Pledge
- B. Approval of Minutes
- C. Mayor's Comments
- D. Council Recognitions

April 21, 2016; April 27, 2016

2. **PUBLIC COMMENT:** *Audience members may bring any item to the Mayor and Council's attention. Comments will be limited to two or three minutes. State Law prohibits the Council from acting on items that do not appear on the agenda.*

#### 3. MAYOR AND COUNCIL COMMENTS

- A. City Council Board and Committee Reports

#### 4. REPORTS, PRESENTATIONS AND APPOINTMENTS

- A. Unified Fire Authority "Push to Survive" Campaign Presentation – Clint Smith, EMS Bureau Chief
- B. Introduction of the Unified Fire Authority Battalion Chiefs – Clint Smith, EMS Bureau Chief

#### 5. PUBLIC HEARING AGENDA

- A. Public Hearing to discuss the tentative fiscal year 2016-2017 Herriman City Budget and to amend the 2015-2016 fiscal year budget – Alan Rae, Finance Director

#### 6. DISCUSSION AND ACTION ITEMS

- A. Discussion and consideration of an ordinance adopting Title 6, Chapter 8 of the Herriman Code of Ordinances with respect to parking at Blackridge Reservoir – Alan Rae, Finance Director

- B. Discussion and consideration of a resolution expressing support of the Unified Police Department and Salt Lake Valley Law Enforcement Service Area Budgets – Dwayne Anjewierden, Chief of Police
- C. Discussion and consideration of a resolution approving an Interlocal Cooperative Agreement between Herriman City and the Community Development and Renewal Agency of Herriman City – Heather Upshaw, Senior Planner/Economic Development
- D. Discussion and consideration of a resolution approving a development agreement between Herriman City and Shirley Butterfield, LTD – Justun Edwards, Water Director
- E. Discussion and consideration of a resolution approving a development agreement between Herriman City and Chris Losee – Justun Edwards, Water Director
- F. Discussion and consideration of a resolution approving a development agreement between Herriman City and Marty T. Griffis and Tina A. Griffis – Justun Edwards, Water Director
- G. Discussion and consideration of a Development Agreement with REAL Training & Academy – Heather Upshaw, Senior Planner/Economic Development

## 7. CALENDAR

### A. Meetings

- May 18 – Special City Council work meeting 5:00 p.m.; Special City Council meeting 7:00 p.m.
- May 19 – Planning Commission meeting 7:00 p.m.
- ~~May 25 – City Council work meeting 5:00 p.m.; City Council meeting 7:00 p.m. Cancelled~~

### B. Events

- May 21 – Pedal Palooza
- May 30 – Memorial Day; City Offices Closed

## 8. CLOSED SESSION (IF NEEDED)

A. *The Herriman City Council may temporarily recess the City Council meeting to convene in a closed session to discuss the character, professional competence, or physical or mental health of an individual, pending or reasonable imminent litigation, and the purchase, exchange, or lease of real property, as provided by Utah Code Annotated §52-4-205*

## 9. ADJOURNMENT

## 10. RECOMMENCE TO WORK MEETING (IF NEEDED)

In accordance with the Americans with Disabilities Act, Herriman City will make reasonable accommodation for participation in the meeting. To request assistance, contact Herriman City at (801) 446-5323. Please Provide at least 48 hours advance notice of the meeting

### ELECTRONIC PARTICIPATION

Members of the City Council may participate electronically via telephone, Skype, or other electronic means during this meeting.

### CITIZEN COMMENT POLICY AND PROCEDURE

During each regular Council meeting there will be a citizen comment time. The purpose of this time is to allow citizens access to the Council. Citizens requesting to address the Council will be asked to complete a written comment form and present it to Jackie Nostrom, City Recorder. In general, the chair will allow an individual two minutes to address the Council. A spokesperson, recognized as representing a group in attendance, may be allowed up to five minutes. At the conclusion of the citizen comment time, the chair may direct staff to assist the citizen on the issue presented; direct the citizen to the proper administrative department(s); or take no action. This policy also applies to all public hearings. Citizens may also submit written requests (outlining their issue) for an item to be considered at a future council meeting. The chair may place the item on the agenda under citizen comments; direct staff to assist the citizen; direct the citizen to the proper administrative departments; or take no action.

### Certificate of Posting

I, Cindy Quick, the duly appointed, qualified, and acting City Deputy Recorder of Herriman City, Utah, do hereby certify that the above and foregoing is a full, true and correct copy of the agenda; it was emailed to at least one newspaper of general circulation within the geographic jurisdiction of the public body. The agenda was also posted at the principal office of the public body. Also posted on the Utah State Public Notice Website <http://www.utah.gov/pmn/index.html> and on Herriman City's website at [www.herriman.org](http://www.herriman.org)

Posted and Dated this 5<sup>th</sup> day of May 2016

Cindy M. Quick, CMC  
City Deputy Recorder



## SPECIAL CITY COUNCIL MINUTES

**Thursday, April 21, 2016**  
**Awaiting Formal Approval**

The following are the minutes of the Special City Council Work Meeting of the Herriman City Council. The meeting was held on **Thursday, April 21, 2016 at 7:00 p.m.** in the Herriman City Community Center Front Conference Room, 13011 South Pioneer Street (6000 West), Herriman, Utah. Adequate notice of this meeting, as required by law, was posted in the Community Center, on the City's website, and delivered to members of the Council, media, and interested citizens.

**Presiding:** Mayor Carmen Freeman

**Council Members Present:** Jared Henderson, Nicole Martin and Coralee Wessman-Moser

**Staff Present:** Brett geo. Wood, City Manager  
Gordon Haight, Assistant City Manager  
Tami Moody, Director of Administration and Communication  
Jackie Nostrom, City Recorder  
Alan Rae, Finance Director  
Bryn McCarty, City Planner  
Heather Upshaw, Senior Planner/Economic Development

**Excused:** Council Member Craig B. Tischner

**7:00 PM - WORK MEETING:** *(Front Conference Room)*

**7:33:32 PM COUNCIL BUSINESS**

Mayor Freeman called the meeting to order, and excused Councilmember Craig B. Tischner.

**A. Mayor's Comments**

**B. Visioning Session**

1. **7:33:43 PM Economic Development** – Gordon Haight, Assistant City Manager & Heather Upshaw, Senior Planner/Economic Development

Assistant City Manager Gordon Haight informed the Council that a goal of the Economic Development Department is to incorporate a job creation element in an effort to increase the quality of life for Herriman City residents. Herriman is becoming a destination City with all of the recent projects that are underway, and the Mountain View Corridor allows a great access to all of the amenities that are available. Mayor Freeman questioned the residential

units displayed with each commercial project. Assistant City Manager Haight explained that the number of residential units was replaced by commercial or recreational project. Councilmember Martin relayed her desire for the City to solicit unique dining restaurants. Assistant City Manager Haight agreed, and explained that some national chain driven restaurants would be established in specific developments. He added that a quaint shopping and dining experiences would be applicable in the Towne Centre development.

Councilmember Martin referred to Peter Kageyama's *For the Love of Cities*, which details a love affair between people and their city and explained that the relationship has a powerful influence. She offered an example of an effort to incorporate elements to create an experience. City Manager Brett Wood responded that the City has planned to capture that vision into the Towne Centre, and make Herriman a vibrant community. Assistant City Manager Haight added that the vision would include the Towne Centre and the Herriman Business Park. Councilmember Martin expressed her support of their direction.

Assistant City Manager Haight focused on the REAL training academy and stadium. He explained the Community Development and Renewal Agency project areas for the Herriman Business Park and Anthem and how taxes in those areas would be generated. Councilmember Martin indicated that there is a sweet balance to incentivize businesses to locate in Herriman. Assistant City Manager informed the Council that construction would commence in that area within the next year or two, and would take time to fill in the rest of the commercial area. Mountain View Corridor has brought great infrastructure to the City and access to commercial development. Councilmember Martin asked what the timeframe would be to complete the corridor. Assistant City Manager Haight reviewed the next phases of the road construction, and added that expansions would be considered as the demand increases. Projected completion to SR 201 is 2020.

Assistant City Manager Haight reviewed the draft General Plan, and noted the increase of commercial acreage incorporated in the plan if the Council determines to adopt the presented plan. Councilmember Jared Henderson asked about dedicated access roads for the mountain. Assistant City Manager Haight envisioned that there would be virtually one or two roads to access specific points for trails. Councilmember Martin suggested submitting an application for an active transportation plan to possibly receive funding disbursements. Mayor Freeman indicated that he would bring it up at the Wasatch Front Regional Council meeting scheduled for Monday.

Councilmember Martin asked if a traffic study had been conducted to anticipate traffic needs for the REAL stadium. This was verified. Councilmember Martin requested a copy of the document. Assistant City Manager Haight confirmed, and added that discussions have commenced to consider the possibility of shared parking with the college campus and REAL. Mayor Freeman asked if an access road would be planned on the east side of Mountain View Corridor and coming from 13400 South to the REAL Stadium. Assistant City Manager Haight responded that the road would be built if project Discus is approved.

Assistant City Manager reviewed the legislative and the administrative authority, and when it would be necessary to collaborate as a team. City Manager Wood reminded the Council

when there was not a clear line of legislative and administrative duties, and how it was perceived by developers. Assistant City Manager Haight indicated that the Council promotes the City and shows support to encourage economic development. He informed the Council of potential incentives, and reviewed past incentives including: reimbursements, reduced fees, infrastructure incentives, donations, and marketing partnerships. Mayor Freeman clarified that approvals are not given without the consent of the Council. Assistant City Manager Haight confirmed. He continued with the ICSC RECON conference schedule, and asked the Council to decide what meetings they would like to attend.

Assistant City Manager Haight informed the Council that they were going to get regular updates on new projects or businesses monthly, or more as needed to be aware of the progress of development.

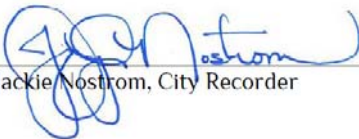
## 2. Additional Items

### C. 8:53:53 PM Adjournment

COUNCILMEMBER MOSER MOVED TO ADJOURN THE CITY COUNCIL WORK MEETING. COUNCILMEMBER HENDERSON SECONDED THE MOTION, AND ALL PRESENT VOTED AYE.

*This document constitutes the official minutes for the  
Herriman City Council Meeting held on Thursday, April 21, 2016*

*I, Jackie Nostrom, the duly appointed, qualified, and acting City Recorder for Herriman City, of Salt Lake County, State of Utah do hereby certify that the foregoing minutes represent a true and accurate, and complete record of this meeting held on Thursday, April 21, 2016.*

  
Jackie Nostrom, City Recorder





## CITY COUNCIL MINUTES

**Wednesday, April 27, 2016**  
**Awaiting Formal Approval**

The following are the minutes of the City Council Meeting of the Herriman City Council. The meeting was held on **Wednesday, April 27, 2016 at 5:00 p.m.** in the Herriman City Community Center Council Chambers, 13011 South Pioneer Street (6000 West), Herriman, Utah. Adequate notice of this meeting, as required by law, was posted in the Community Center, on the City's website, and delivered to members of the Council, media, and interested citizens.

**Presiding:**

Mayor Pro Tempore Coralee Wessman-Moser

**Council Members Present:**

Mayor Carmen Freeman, Jared Henderson, Nicole Martin, and Craig B. Tischner

**Staff Present:**

Brett geo. Wood, City Manager  
Gordon Haight, Assistant City Manager  
Tami Moody, Director of Administration and Communications  
Jackie Nostrom, City Recorder  
John Brems, City Attorney  
Alan Rae, Finance Director  
Justun Edwards, Water Director  
Dwayne Anjewierden, Chief of Police  
Cathryn Nelson, Chief Building Official  
Jonathan Bowers, Assistant City Engineer  
Monte Johnson, Operations Director

**5:00 PM - WORK MEETING:** *(Front Conference Room)*

**COUNCIL BUSINESS**

Mayor Pro Tempore Coralee Wessman-Moser called the meeting to order, and indicated that Mayor Freeman would join the meeting later this evening.

**A. Review of this evening's agenda**

**B. Administrative Reports**

1. [5:06:05 PM](#) **Salt Lake County Animal Services Report** – Michelle Jones, Animal Control Officer

Animal Services Director Talia Butler thanked the Council for the opportunity to present. She presented a short video of what services the department provides to the municipality.

[5:11:27 PM](#) Councilmember *Craig B. Tischner* arrived

Director Butler stated that the department is committed to provide leading-edge programming, top quality public safety, phenomenal veterinary care, innovating no-kill sheltering, and the best customer and pet service in the state of Utah. She added that they are honored to serve the citizens of Herriman and proud of the resources that are provided to the community. Salt Lake County Animal Services is the sole provider of multiple industry leading initiatives that could not be accomplished without the support of Elected Officials and contract cities.

Director Butler informed the Council that Herriman has a dedicated Animal Control Officer, Michelle Jones. She explained that Officer Jones offers field microchipping for pet owners which correlates to the high animal return to owner rate in Herriman. Salt Lake County Animal Services employs specialized staff that can answer to any type of animal call which makes the department unique. Director Butler reviewed the Salt Lake County Animal Shelter field operations including: 24/7 public safety, high return to owner rate, fast response time, emergency response, experienced staff, emergency equipment, field microchips, and community support.

Shelter operations consist of adoption programs, pet adoption clinics, kitten nursery, emergency capacity, leading-edge care, promotions, animal enrichment, training resources, experienced staff, and quarantine and isolation. Clinic operations provide emergency care, free microchips, free vaccines, free low-income sterilizations, clinics and events, and are the only shelter that has a veterinary program.

Director Butler reviewed the programs available through the County Animal Services including: humane education, community training, fosters and volunteers, outreach and events, book buddies and youth programs, free feline fix, intervention, safe haven, media and public relations, and rescuers and partnerships. She expressed her gratitude for the grants and partnerships that have made the County Animal Services what it is today. Salt Lake County Animal Shelter is the largest no-kill shelter in Utah.

Director Butler outlined the contract history for Herriman City from 2009 to present. She indicated that the County is requesting a five-percent increase over last year. Councilmember Henderson asked how many other contract cities have a dedicated officer. Director Butler responded that Herriman City is the only one that has a dedicated officer. The Animal Control officer in Herriman is extremely busy as the call volume has increased. City Manager Brett Wood suggested that the increased call volume explains the reasoning for the response time. Director Butler added that Herriman has experienced tremendous residential growth which requires a larger population area to patrol. She informed the Council that the contract does not have a separate charge for the dedicated officer, and observed that the County is subsidizing 16-percent of the operational costs associated with the Herriman contract.

City Manager Wood explained to the Council that Herriman City researched the option to hire an in-house Animal Control Officer, and noted that the financial burden comes from the actual animal shelter facility. Councilmember Henderson asked to review the rotation schedule cost difference. Director Butler confirmed that she would provide the information.

Councilmember Martin indicated that it would be interesting to know the cost difference compared to the one-minute response time difference. Police Chief Dwayne Anjewierden suggested that the statistics would be skewed. Director Butler informed the Council that she would compile response times for Riverton City for comparison.

2. [5:48:44 PM](#) Discussion relating to the 2016-2017 Herriman City Tentative Budget  
– Alan Rae, Finance Director

Finance Director Alan Rae informed the Council that due to scheduling conflicts it has been requested to approve the tentative budget ahead of schedule. Approving the tentative budget makes the information available to the public prior to the public hearing, and can be adjusted until formal adoption of the final budget in June. Director Rae reviewed minor changes to the working budget document since the last meeting.

3. [5:58:37 PM](#) Discussion pertaining to the cost of a City-Wide Survey – Nicole Martin, Council Member

Councilmember Nicole Martin recommended that the Council adopt a policy to regularly survey the residents to elicit feedback. The results of the survey would determine the citizen opinions and perceptions of the City's programs and performance. She indicated that she spoke with a credible survey company to get a rough cost estimate. The initial investment would be approximately \$15,000, with additional surveys at a considerable cost savings of approximately \$5,000.

Councilmember Tischner questioned the return percentage rate of respondents. Councilmember Martin suggested that the estimated return rate would be discussed through the Request for Proposal (RFP) process to ensure the survey would be statistically valid. She indicated that the survey uses a dual approach utilizing previously provided email information, and a small mail distribution. Councilmember Martin outlined the benefits associated with a survey including: establishing a baseline rating for resident services, assessing the City's progress in service area, identifying the most important issues currently facing the City, encouraging resident engagement in the City's direction, evaluating resident satisfaction, gauging residents contact with the City, encouraging an internal culture of continual improvement, and bolstering resident confidence in responsiveness.

Councilmember Tischner asked if the Council would be able to produce City specific questions. Councilmember Martin confirmed, and added that subsequent surveys should maintain the same questions for consistency to determine improvements. She noted that the most cost effective manner to conduct the survey would be through electronic means.

4. [6:11:13 PM](#) Additional Items

Mayor Pro Tempore Moser reminded the Council that it is important to remember that there would be no decisions made during the public hearings, and to keep an open mind. Councilwoman Martin observed the importance of the public hearing process and the need to refrain from communicating final positions until after hearing from the public. The Council determined that they would allow two minutes for each public hearing participant.



COUNCILMEMBER TISCHNER MOVED TO REORDER THE AGENDA FOR THE COUNCIL TO CONVENE IN CLOSED SESSION. COUNCILMEMBER MARTIN SECONDED THE MOTION, AND ALL VOTED AYE.

COUNCILMEMBER MARTIN MOVED TO TEMPORARILY RECESS THE CITY COUNCIL WORK MEETING TO CONVENE IN A CLOSED SESSION TO DISCUSS PENDING OR IMMINENT LITIGATION AND THE PURCHASE, EXCHANGE, OR LEASE OF REAL PROPERTY, AS PROVIDED BY UTAH CODE ANNOTATED §52-4-205. COUNCILMEMBER TISCHNER SECONDED THE MOTION.

The vote was recorded as follows:

Councilmember Jared Henderson	Aye
Councilmember Coralee Wessman-Moser	Aye
Councilmember Craig B. Tischner	Aye
Councilmember Nicole Martin	Aye
Mayor Carmen Freeman	Absent

The motion passed unanimously with Mayor Freeman being absent.

The Council reconvened the City Council work meeting by consensus at 6:51 p.m.

C. [6:51:39 PM](#) Adjournment

COUNCILMEMBER HENDERSON MOVED TO ADJOURN THE CITY COUNCIL WORK MEETING. COUNCILMEMBER MARTIN SECONDED THE MOTION, AND ALL PRESENT VOTED AYE.

**7:00 PM - GENERAL MEETING:**

1. [7:00:42 PM](#) CALL TO ORDER

Mayor Pro Tempore Coralee Wessman-Moser called the meeting to order, and indicated that Mayor Freeman would be delayed.

A. [7:01:11 PM](#) Invocation and Pledge

The Invocation was offered by Austin King, and the Pledge of Allegiance was led by Scout Troop #1989.

B. [7:02:29 PM](#) Approval of Minutes

February 17, 2016; March 29, 2016;  
March 30, 2016; March 31, 2016;  
April 13, 2016; April 20, 2016

COUNCILMEMBER MARTIN MOVED TO APPROVE THE MINUTES OF FEBRUARY 17, 2016; MARCH 29, 2016, MARCH 30, 2016; MARCH 31, 2016; APRIL 13, 2016; AND APRIL 20, 2016 AS WRITTEN. COUNCILMEMBER TISCHNER SECONDED THE MOTION, AND ALL PRESENT VOTED AYE.

C. Mayor's Comments

D. [7:02:58 PM](#) Council Recognitions

Mayor Pro Tempore Moser commended Fort Herriman Middle School on their sold out production of *Annie*.

2. [7:03:24 PM](#) PUBLIC COMMENT

Reed Chadwick, 11892 South Quarry Ridge Cove, introduced himself and indicated that he had declared candidacy for District 11 of the Utah State Board of Education. He indicated that he would recommend different curriculums to fit the needs of students.

3. MAYOR AND COUNCIL COMMENTS

A. [7:05:59 PM](#) City Council Board and Committee Reports

Councilmember Jared Henderson informed the audience that the Community Garden has begun cultivation efforts.

Mayor Pro Tempore Moser complemented the Youth Council for their coordinated service project to clean up Herriman City parks and trails tomorrow, April 28, 2016 from 4:00p.m.-6:00p.m. beginning at Rosecrest Park.

4. REPORTS, PRESENTATIONS AND APPOINTMENTS

A. [7:06:48 PM](#) Proclamation for Economic Development Week – Gordon Haight, Assistant City Manager

Assistant City Manager Gordon Haight indicated that economic development is an important element in the City's growth to become sustainable and improve the quality of life for residents. 2016 is recognized as the 90<sup>th</sup> anniversary of the International Economic Development Council and is "The Year of the Economic Developer". Assistant City Manager Haight recommended approval of the proclamation. Councilmember Martin expressed her support of economic development and any directly applicable training. She explained that she was involved with the implementation of the Economic Development Committee that was designed to bring stakeholders together.

COUNCILMEMBER HENDERSON MOVED TO APPROVE THE ECONOMIC DEVELOPMENT WEEK PROCLAMATION. COUNCILMEMBER MARTIN SECONDED THE MOTION, AND ALL PRESENT VOTED AYE.

5. [7:09:53 PM](#) CONSENT AGENDA

A. **Monthly Financial Report** – Alan Rae, Finance Director

COUNCILMEMBER MARTIN MOVED TO APPROVE THE CONSENT AGENDA AS WRITTEN. COUNCILMEMBER HENDERSON SECONDED THE MOTION, AND ALL PRESENT VOTED AYE.

6. PUBLIC HEARING AGENDA

COUNCILMEMBER MARTIN MOVED TO REORDER THE PUBLIC HEARING AGENDA IN THE FOLLOWING ORDER: PUBLIC HEARING ITEM NUMBER A, B, D, AND THEN C. COUNCILMEMBER TISCHNER SECONDED THE MOTION, AND ALL PRESENT VOTED AYE.

A. [7:10:56 PM](#) **Public Hearing to discuss the Culinary and Secondary Water System Master Plan** – Justun Edwards, Water Director

Water Director Justun Edwards indicated that the Water Master Plan and Impact Fee Facilities plan have not been updated for several years, as he turned the time over to Bowen Collins & Associates Principal Keith Larsen for his presentation.

Principal Larsen indicated that Herriman has been a rapidly growing community in the southwest corner of the Salt Lake Valley. To meet the needs of future growth, the Water Master Plan needs to be updated. The City has required new development to build secondary water pipes over the past several years. Some of the lines are now currently serving customers in the vicinity of the Blackridge Reservoir; however, many pipes are currently dry with no connection to secondary water sources. Bowen, Collins & Associates completed an update to the water system master plan. The purpose of the study is to further develop the implementation plan for development of a secondary water system to help meet the future outdoor water demands of Herriman City, and to reflect new plans for the secondary system to incorporate anticipated changes into the General Plan. The 10-year cost summary to support development for both culinary and secondary water systems is projected to be in excess of \$58 million dollars.

The Impact Fee Facility Plan (IFFP) identifies demands placed upon City facilities by future development and evaluates how the demands should be met. The IFFP provides a technical basis for assessing impact fees throughout the City. It addresses the future infrastructure needed to serve the City, and to ensure the level of service standards are maintained for existing and future residents that utilize this service. The IFFP will be used as the basis of the Impact Fee Analysis.

[7:20:33 PM](#) Mayor Pro Tempore Moser opened the public hearing.

There were no public comments offered.

COUNCILMEMBER MARTIN MOVED TO CLOSE THE PUBLIC HEARING.  
COUNCILMEMBER TISCHNER SECONDED THE MOTION, AND ALL PRESENT VOTED AYE.

B. [7:21:05 PM](#) **Public Hearing to discuss the Culinary and Secondary Water System Impact Fee Facilities Plan** – Justun Edwards, Water Director

Water Director Justun Edwards

[7:21:08 PM](#) Mayor Pro Tempore Moser opened the public hearing.

There was no public comment.

COUNCILMEMBER HENDERSON MOVED TO CLOSE THE PUBLIC HEARING.  
COUNCILMEMBER MARTIN SECONDED THE MOTION, AND ALL PRESENT VOTED AYE.

D. [7:21:39 PM](#) **Public Hearing to discuss a proposed parking fee for the Blackridge Reservoir Parking Lot** – Tami Moody, Director of Administration and Communications

Director of Administration and Communications Tami Moody outlined a proposed second step in a mitigation effort to help with the overcrowding of Blackridge Reservoir to implement a fee to park at the facility. She offered a brief history of the popular amenity and related the difficulty in foreseeing the number patrons that utilize the reservoir. The safety concern continues to grow, and the City has considered options obtained from the public. The recommended proposal would include a parking fee of \$10 dollars per car, enforced from 9:00a.m. – 9:00p.m., beginning Memorial Day and extending through Labor Day. The fee would be charged to all patrons regardless of where they reside; however, walk-in visitors would not be charged to utilize the facility.

Director Moody informed the audience that studies have been performed including traffic counts, speed analysis, and parking fee breakdown. There still have been sight distance and street visibility concerns. The community offered options for the Council to consider. She indicated that the feasibility study outlined by Zion's Bank resulted in a justified fee of \$13.32 per vehicle to park. The City would recommend the proposed fee be reduced to \$10 for parking. Director Moody outlined associated costs for the proposal, and reviewed previously implemented mitigation efforts.

Director Moody explained that the basic law of human nature suggests that “When something costs us nothing, we tend to invest the same amount in it.” She added that the parking fee would place a value on the reservoir and could incline patrons to place a higher level of respect on the facility. The fundamental purpose of the fee would be to work in conjunction with previously approved methods to reduce the number of patrons visiting the park at a given time. Director Moody invited everyone to participate in the amenities Herriman offers, and suggested that the facility may become more enjoyable if it is not overcrowded.

Councilmember Tischner asked for Director Moody to elaborate on the option to not charge Herriman Residents to utilize the facility. Director Moody responded that it could be cumbersome with limited staff to determine where each patron resides. She reminded the audience that there is not a charge to utilize the public facility, and that the proposed fee to park would treat every patron equally. Riverton City also has invested in the secondary water of this facility. Councilmember Henderson asked if the community elicited options were from residents that surrounded the reservoir. Director Moody indicated that there were some suggestions presented from neighborhood meetings specifically held for that neighborhood, and additional ideas were presented in a city-wide public hearing.

[7:37:51 PM](#) Mayor Pro Tempore Moser opened the public hearing.

Tauni Hawker – 4731 West Copper Mine Drive, suggested that Herriman City residents should be given an option to purchase parking passes for the reservoir. She indicated that the proposed fee was excessive as that would be the same cost to park at any state park.

David Watts 14461 Windom Road, asked that Councilmember Martin recuse herself from the decision regarding this matter. He suggested that the proposal is an “over-reach” by the City due to negative media attention. Mr. Watts indicated that the street parking congestion

needed to be resolved, and it was by the implementation of the Parking Permit Program. He continued with the idea that charging a fee is unrealistic and irresponsible, as a monthly park fee is charged to each resident.

Nathan Schwebach, 6901 West Intrigue Place, stated that there is a misconception of the state reservoir fees. The fee is a “day use” fee, and not a parking fee, and noted that the two amenities could not be compared. He questioned the study data and the methodology behind when the studies were conducted. He indicated that if a fee is warranted, it should be hourly to not penalize patrons that visit the amenity for a short duration.

Curtis Brinkerhoff, 14332 South Knapper Ridge Cove, divulged that the fee would deter people from the reservoir. He noted that he was not against a proposed fee; however, it should be lower. He said that it would not be difficult to distinguish fees for non-resident patrons, and recommended that parking stickers could be issued to Herriman residents. He added that it was unrealistic to spend the money to paint the parking spaces.

John McDonald, 13927 South Copper Peak Circle, expressed his opposition to the proposed fee, and thanked Director Moody for the work that has been conducted. He estimated that Herriman City has 42 parks, and suggested that additional traffic and congestion is something residents need to consider when purchasing a home next to an amenity. Mr. McDonald recommended letting the parking permit program have a chance to see if it resolves concerns. Parks and amenities are what make Herriman Different. He expressed his love for the parks, just not the fee.

*[7:52:52 PM](#) Mayor Freeman arrived*

Jessica Morton, 14273 Heartstone Circle, indicated that the parking fee could get expensive, and suggested to consider only charging a weekend parking fee.

Michael Kidwell, 5427 West Aurora Vista Drive, informed the Council that he did not agree with a parking fee, and recommended waiting to determine the outcome of the parking permit program.

Richard Brimhall, 5293 West Rose Summit Drive, stated that he was in support of the fee, and acknowledged the argument it could deter mothers using the amenity. He suggested not convoluting the issue. The parking permit program may help, but as a secondary caution a parking fee should be implemented.

Curt Noble, 14022 South Ivy Rose Court, explained that he likes to look at the data, and felt that the usage of the reservoir has grown since the studies have been conducted. He questioned whether implementation of a parking fee is appropriate at this time. Mr. Noble indicated that the City could not control the capacity of the reservoir, and it would exist even with the fee associated with parking. He asked the Council to remember that the reservoir is not the only amenity at the facility.



COUNCILMEMBER MARTIN MOVED TO CLOSE THE PUBLIC HEARING. COUNCILMEMBER HENDERSON SECONDED THE MOTION, AND ALL PRESENT VOTED AYE.

- C. [8:00:04 PM](#) **Public Hearing to discuss an appropriation of 31.2 acres of real property as a contribution for a soccer facility to be located in Herriman City – Gordon Haight, Assistant City Manager**

Assistant City Manager Gordon Haight oriented the council of the location of the 31.2 acres of property that the City has been contemplating an agreement with REAL Stadium as a contribution to have a soccer complex located in Herriman City. He indicated that the City would be reimbursed from sales tax funding and Tax Increment Financing reimbursements, noted that the contribution would be outlined in a future development agreement.

[8:01:57 PM](#) Mayor Pro Tempore Moser opened the public hearing.

There were no comments offered.

MAYOR FREEMAN MOVED TO CLOSE THE PUBLIC HEARING. COUNCILMEMBER HENDERSON SECONDED THE MOTION, AND ALL VOTED AYE.

## 7. DISCUSSION AND ACTION ITEMS

- A. [8:02:34 PM](#) **Discussion and consideration of a resolution approving an Interlocal Cooperative Agreement with Riverton City for a traffic signal at 13400 South 5200 West – Blake Thomas, City Engineer**

Assistant City Engineer Jonathan Bowers indicated that a traffic signal warrant was met for the intersection of 13400 South and 5200 West. The City boundary runs down 13400 South and requires an Interlocal agreement to have the cost to install the signal shared between Herriman and Riverton. The agreement defines the cost for the signal to be shared equally by Herriman and Riverton, and would be installed by Salt Lake County.

COUNCILMEMBER TISCHNER MOVED TO APPROVE **RESOLUTION NO. R12-2016 APPROVING AN INTERLOCAL COOPERATIVE AGREEMENT BETWEEN HERRIMAN CITY, RIVERTON CITY, AND SALT LAKE COUNTY WITH RESPECT TO THE INSTALLATION OF A TRAFFIC SIGNAL LOCATED AT 13400 SOUTH 5200 WEST/MORNING CLOAK WAY.** COUNCILMEMBER MARTIN SECONDED THE MOTION.

The vote was recorded as follows:

Councilmember Jared Henderson	Aye
Councilmember Coralee Wessman-Moser	Aye
Councilmember Craig B. Tischner	Aye
Councilmember Nicole Martin	Aye
Mayor Carmen Freeman	Aye

The motion passed unanimously.

**B. [8:04:38 PM](#) Discussion and consideration of a resolution approving the tentative budget for the fiscal year beginning July 1, 2016, and ending June 30, 2017 and Revised Budget for Fiscal Year 2015-2016– Alan Rae, Finance Director**

Finance Director Alan Rae informed the Council that on April 11, 2016 the tentative budget for fiscal year 2016-2017 and the revised budget for fiscal year 2015-2016 was distributed. Approval of the tentative budget means that the Council has accepted it as their budget and makes it available to the citizens for public inspection and comment. The budget would still have to be adopted before it becomes the operating budget. Director Rae relayed the recommendation to approve tentative budget. A full copy of the budget with all requested corrections will be available for inspection on the City’s website in the morning. Councilmember Henderson clarified that the approval would allow the document to be available to the public, and that it could still change. Director Rae confirmed.

COUNCILMEMBER MARTIN MOVED TO APPROVE RESOLUTION NO. R13-2016 ACKNOWLEDGING RECEIPT OF A TENTATIVE BUDGET AND ADOPTING THE TENTATIVE BUDGET PURSUANT TO THE REQUIREMENTS OF UTAH CODE ANNOTATED 10-6-111 FOR THE FISCAL YEAR BEGINNING JULY 1, 2016, AND ENDING JUNE 30, 2017 AND THE REVISED BUDGET FOR FISCAL YEAR 2015-2016. COUNCILMEMBER HENDERSON SECONDED THE MOTION.

The vote was recorded as follows:

Councilmember Jared Henderson	Aye
Councilmember Coralee Wessman-Moser	Aye
Councilmember Craig B. Tischner	Aye
Councilmember Nicole Martin	Aye
Mayor Carmen Freeman	Aye

The motion passed unanimously.

**8. [8:10:00 PM](#) CALENDAR**

**A. Meetings**

- May 5 – Planning Commission meeting 7:00 p.m.
- May 11 – City Council work meeting 5:00 p.m.; City Council meeting 7:00 p.m.

**B. Events**

- May 2, 9 & 16 - Community Fishing 6:00 p.m.; Cove @ Herriman Springs
- May 3 – 4 – Farm Field Days (for schools only)
- May 8 – Mother’s Day

**9. CLOSED SESSION (IF NEEDED)**

A. *The Herriman City Council may temporarily recess the City Council meeting to convene in a closed session to discuss the character, professional competence, or physical or mental health of an individual, pending or reasonable imminent litigation, and the purchase, exchange, or lease of real property, as provided by Utah Code Annotated §52-4-205*

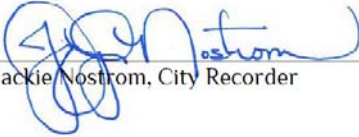
**10. [8:10:41 PM](#) ADJOURNMENT**

MAYOR FREEMAN MOVED TO ADJOURN THE CITY COUNCIL MEETING.  
COUNCILMEMBER TISCHNER SECONDED THE MOTION, AND ALL VOTED AYE.

**11. RECOMMENCE TO WORK MEETING (IF NEEDED)**

*This document constitutes the official minutes for the  
Herriman City Council Meeting held on Wednesday, April 27, 2016*

*I, Jackie Nostrom, the duly appointed, qualified, and acting City Recorder for Herriman City, of Salt Lake County, State of Utah do hereby certify that the foregoing minutes represent a true and accurate, and complete record of this meeting held on Wednesday, April 27, 2016.*

  
Jackie Nostrom, City Recorder



## STAFF REPORT

**DATE:** May 9, 2016

**TO:** The Honorable Mayor and City Council

**FROM:** Tami Moody, Director of Administration and Communications

**SUBJECT:** Adoption of Chapter 8 of the Herriman City Code of Ordinance with respect to Parking at Blackridge Reservoir

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### **RECOMMENDATION:**

Approve Ordinance adopting Chapter 8 of the Herriman City Code of Ordinances with respect to parking at Blackridge Reservoir

### **BACKGROUND:**

A public hearing was held April 27, 2016 where several comments were received by the public regarding the option to implement a recommended \$10 parking fee that has been proposed for the Blackridge Reservoir Parking Lot. The fee would be implemented daily from Memorial Weekend through Labor Day. The City has been working on ways to mitigate the impact due to increased popularity since 2010.

### **DISCUSSION:**

The proposed parking fee would charge all visitors parking in the lot. The fee is for parking, not for use of the facility. Walk-in visitors would be able to utilize the park amenities free of charge.

### **ALTERNATIVES:**

The Council may decide not to approve the ordinance.

### **FISCAL IMPACT:**

The fiscal impact to the City for the proposed parking fee is as follows (approximately):

- Payment drop box and installation \$3,000
- Parking Stall Marking \$200
- Parking Tags \$200
- Additional Associated Costs
  - T-Curb No Parking \$7,750
  - South System/Camera \$2,900
  - Directional Signage \$16,000
  - Patron Education Program \$1,200

City Council  
May 11, 2016

- Red curb striping \$2,700
- UPD Enforcement \$20,000
- Neighborhood Parking \$22,250

Tami Moody  
Director of Administration and Communications



**HERRIMAN, UTAH  
ORDINANCE NO. 16-\_\_**

**AN ORDINANCE ADOPTING CHAPTER 8 TO TITLE 8 OF THE  
HERRIMAN CODE OF ORDINANCES WITH RESPECT TO  
PARKING AT BLACKRIDGE RESERVOIR**

**WHEREAS**, the Herriman City Council (“*Council*”) met in regular meeting on April \_\_, 2016, to consider, among other things, adopting chapter 6 of Title 8 of the Herriman Code of Ordinances with respect to parking at Blackridge Reservoir; and

**WHEREAS**, the City has received complaints from numerous residents in regarding on-street parking problems near schools and parks, including but not limited to Blackridge Reservoir (“Blackridge”); and

**WHEREAS**, the City has investigated such complaints and determined that Blackridge attract users at a high rate and that such user tend to stay extended period of time; and

**WHEREAS**, the City Council finds a need for a parking program that will reduce parking lot congestion, reduce the adverse effect on the area caused by the intense use of Blackridge, increase traffic/pedestrian safety by reducing traffic congestion, reduce the adverse environmental impact on an area created by excessive air and noise pollution and the accumulation of trash and refuse on public streets, encourage the use of carpooling and alternative modes of transportation by reducing vehicle traffic and promote the tranquility, safety, health and welfare of area inhabitants, which are desirable attributes that are associated with positive urban environment; and

**WHEREAS**, the City commissioned a study (“Study”) from Zions Public Finance to analyze the cost associated with the parking facility at Blackridge, user demand for parking at Blackridge, and recommend a parking fee for Blackridge; and

**WHEREAS**, a copy of the Study is attached to this Ordinance; and

**WHEREAS**, the Study recommended a maximum parking fee of \$13.32 per car; and

**WHEREAS**, the Council hereby determines that it is in the best interests of the health, safety, and welfare of its residents to add Chapter 6-8 of the Herriman Code of Ordinances that create a parking fee for Blackridge.

**NOW, THEREFORE, BE IT ORDAINED** by the Council that the following be adopted as an ordinance and added chapter 8 of Title 6 of the Herriman Code of Ordinances:

**Chapter 8**  
**Blackridge Parking; Installation, Enforcement, and Penalty**

A. It is unlawful for any person to park, stand, or stop a motor vehicle in any parking space at the Blackridge parking lot, except as otherwise permitted by this chapter, without immediately purchasing from a parking \_\_\_\_\_ the necessary authorization to park in that specific parking space for the day purchased, which day shall be reflected on a receipt or similar official record memorializing such purchase. Blackridge parking lot rates shall be fee in the amount of ten dollars (\$10.00) per motor vehicle per day.

B. No person, except as otherwise provided by this chapter, shall permit any motor vehicle parked by such person to remain parked in any parking space beyond the day specified on the receipt or other official record memorializing the purchase transaction described in subsection A.

C. Whenever any motor vehicle shall have been parked in violation of any of the provisions of this chapter prohibiting or restricting parking, the person in whose name such motor vehicle is registered shall be prima facie responsible for such violation and subject to the penalty therefor.

D. A person who violates any of the provisions of this chapter shall be punished as an infraction.

E. Exempt motor vehicles will not receive citations for violations of this chapter. Exempt motor vehicle means a marked City vehicle.

F. For purposes of this chapter Blackridge parking lot shall mean \_\_\_\_\_.

G. The city engineer shall erect or place and maintain appropriate signs or traffic markings giving notice of parking regulations at the Blackridge parking lot and no such parking regulations shall be effective unless said signs or traffic markings are erected and in place at the time of any alleged violation.

H. Any law enforcement agency is authorized to enforce the regulations and issue parking citations for violations of this chapter.

This Ordinance, assigned Ordinance No. 16-\_\_\_, shall take effect as soon as it shall be published or posted as required by law, deposited, and recorded in the office of the City Recorder, and accepted as required herein.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**HERRIMAN CITY**

By: \_\_\_\_\_  
**Carmen Freeman, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Jackie Nostrom** City Recorder

**UNIFIED POLICE DEPARTMENT**  
**BOARD MEETING**  
APRIL 21, 2016



<b>REQUEST:</b>	<b>Discussion re: Finance and Budget Issues</b>
<b>APPLICANT:</b>	Scott Jurges, CFO
<b>FISCAL IMPACT:</b>	Yes

**NOTICES:**

<b>PREPARED BY:</b> Scott Jurges CFO
<b>APPROVED BY:</b> Jim Winder

**Informational Items:**

1. Outline of budget documents:

**Budget Documents:**

**2017 Proposed Budget (July 1, 2016 – June 30, 2017):**

**Budget Documents.** Please note that the figures in the attached documents are proposed and being reviewed for possible changes due to input error or omission of individual items. We believe that the numbers are mostly accurate at this time.

1. **2016-2017 Projected Itemized Changes.pdf** – This single page document outlines the rough itemization of changes to the budget. It starts with the current budget and adds compensation changes, pooled cost increases, partner specific changes, and ends with a variety of pooled cost re-allocations. The total projection will vary from the actual calculated amount which is reflected in the bottom two lines of this document due to the complexity of the cost exhibit calculations.
2. **UPD 2017 Budget April 21 Proposed.pdf** – This 2 page document is the overall 2017 UPD Proposed Budget. **Highlights:**
  - a. Total FTE's = 586 – 432 Sworn and 154 Civilian
  - b. Total Expense Budget = \$73,740,194 General, \$5,782,764 Fleet (Inc. Balance Sheet)
  - c. Total Revenue Budget = \$70,801,512 General, \$3,327,000 Fleet
  - d. The difference between Expense and Revenue is the anticipated underexpend in the General Fund and the difference between non-cash expenses and cash expenses in the Fleet Fund.
  - e. Changes between the Proposed Budget and the 2015/2016 current Budget include (this will impact the budget as well as the costing exhibit):
    - i. Compensation Changes.
      1. Insurance
      2. Market Salary Study
      3. Merit
    - ii. Pooled Cost Changes
      1. See itemization on 2016-2017 Projected Itemized Changes.pdf

- iii. Moving the CAR Unit from being paid only by SLVLESA to the Pooled Services (paid by all municipal partners).
- iv. Re-allocation of the Pooled Services costs using updated Taxable Values, Population, and Cases assigned (3 year average).
- v. Partner Specific additions
  - 1. Herriman – Addition of 3 officers, one partially offset by \$40,000 to be a school resource officer at Providence Hall. Total cost impact \$331,616.
  - 2. Riverton – Addition of \$50,000 in overtime.
  - 3. Unincorporated County – Addition of \$15,450 in various items.
  - 4. Holladay – Addition of \$12,000 for vehicle mounted radar units (2).
  - 5. Midvale – Addition of 1 officer.
  - 6. Taylorsville – Remaining annualized cost of changing and officer to a sergeant (change occurred in February of 2016).
  - 7. Salt Lake County – County Wide Services – Addition of 1 officer for the Canyons and other various items. Total cost impact \$244,939.

**3. UPD Budget Cost 2016\_2017\_Proposed 4\_21.pdf** – This is the associated cost exhibit.



Pooled Formula (2070/10)

	Herriman	Riverton	Uninc. SL County	SLVLESA Total	Holladay	Midvale	Taylorville	Total Municipal	Countywide General Fund	Grand Total
<b>PRECINCTS</b>										
Officers	16.50	23.00	101.50	141.00	22.00	30.00	38.00	231.00	56.00	287.00
Sergeants	2.30	3.21	14.10	19.62	2.00	5.38	7.00	34.00	10.00	44.00
Lieutenants	0.83	1.00	2.41	4.23	1.00	0.77	1.00	7.00	4.00	11.00
Captains	-	-	-	-	-	-	-	-	3.00	3.00
Chief	0.83	1.00	2.41	4.23	1.00	0.77	1.00	7.00	-	7.00
Sheriff / Undersheriff	-	-	-	-	-	-	-	-	(0.78)	(0.78)
<b>TOTAL SWORN PRECINCT</b>	<b>20.45</b>	<b>28.21</b>	<b>120.42</b>	<b>169.08</b>	<b>26.00</b>	<b>36.92</b>	<b>47.00</b>	<b>279.00</b>	<b>72.22</b>	<b>351.22</b>
<b>POOLED SVCS</b>										
<b>TOTAL SWORN POOLED SVCS</b>	<b>3.24</b>	<b>4.78</b>	<b>46.15</b>	<b>54.17</b>	<b>4.64</b>	<b>7.78</b>	<b>10.49</b>	<b>77.08</b>	<b>3.70</b>	<b>80.78</b>
<b>Total Sworn</b>	<b>23.69</b>	<b>32.99</b>	<b>166.57</b>	<b>223.25</b>	<b>30.64</b>	<b>44.70</b>	<b>57.49</b>	<b>356.08</b>	<b>75.92</b>	<b>432.00</b>
Civilians	5.75	8.25	48.13	62.13	8.01	13.12	18.61	101.87	52.13	154.00
Direct Precinct Personnel	2,192,456	3,058,246	12,646,968	17,897,671	2,762,662	4,063,198	5,240,544	29,964,076	10,259,287	40,223,362
Operating	335,637	348,560	1,555,180	2,239,377	295,662	528,508	554,409	3,617,956	3,032,525	6,650,481
Pooled Svcs Total	812,895	1,198,006	9,781,180	11,792,081	1,163,426	1,700,345	2,630,187	17,286,040	2,307,064	19,593,104
SRO Pool (High School)	40,230	59,289	361,782	461,301	57,578	96,522	130,167	745,568	0	745,568
IT	40,139	59,155	360,967	460,262	57,448	96,304	129,874	743,888	0	743,888
Liability	58,491	86,201	525,999	670,690	83,713	140,334	189,251	1,083,988	231,012	1,315,000
Administrative Costs	65,894	90,590	384,868	541,351	83,738	119,247	155,070	899,406	339,231	1,238,637
Crossing Guards	173,136	250,362	761,268	1,184,766	118,332	85,472	205,109	1,593,679	0	1,593,679
Precinct Building Rent	59,152	0	250,036	309,188	0	(40,800)	0	268,388	0	268,388
<b>Total Budget</b>	<b>3,778,030</b>	<b>5,150,409</b>	<b>26,628,248</b>	<b>35,556,688</b>	<b>4,622,558</b>	<b>6,789,131</b>	<b>9,234,612</b>	<b>56,202,988</b>	<b>16,383,231</b>	<b>72,586,220</b>
Revenue Reduction	(80,000)	(40,000)	(568,000)	(688,000)	(12,000)	(103,538)	(12,000)	(815,538)	(908,903)	(1,724,441)
Estimated Underexpend	(151,121)	(206,016)	(1,065,130)	(1,422,268)	(184,902)	(271,565)	(369,384)	(2,248,120)	(573,413)	(2,821,533)
Adjustments to Contracts	0	0	0	0	0	0	0	0	0	0
Misc. Adjustments	0	0	0	0	0	0	0	0	0	0
<b>Total Estimated Member Cost</b>	<b>3,546,909</b>	<b>4,904,393</b>	<b>24,995,118</b>	<b>33,446,420</b>	<b>4,425,656</b>	<b>6,414,028</b>	<b>8,853,227</b>	<b>53,139,331</b>	<b>14,900,915</b>	<b>68,040,246</b>
15-16 Adjusted Cost	3,010,193	4,750,751	24,483,280	32,244,224	4,257,066	6,064,205	8,572,382	51,137,877	14,295,413	65,433,290
% of Increase	17.83%	3.23%	2.09%	3.73%	3.96%	5.77%	3.28%	3.91%	4.24%	3.99%
\$ amount of increase	536,716	153,642	511,838	1,202,196	168,590	349,823	280,845	2,001,454	605,502	2,606,956
Population	28,556	41,457	146,277	216,290	30,784	31,725	60,433	339,232	1.05	
Officers per Thousand	0.83	0.80	1.14	1.03	1.00	1.41	0.95	1.05		

Budget Changes presented to the Budget and Finance Subcommittee												
April 18, 2016												
		Herriman	Riverton	Unincorporated County	SLVESA Total	Holladay	Midvale	Taylorville	Total Municipal	County Wide General Fund	Grand Total	
Base Contract Amount		3,010,193	4,750,751	24,483,280	32,244,224	4,257,066	6,064,205	8,572,382	51,137,877	14,295,413	65,433,290	
<b>Compensation Increases</b>												
Health Insurance	7.22%	20,302	32,042	165,128	217,472	28,712	40,900	57,817	344,901	96,416	441,317	0.67%
Teledoc		1,215	1,917	9,878	13,009	1,718	2,447	3,459	20,632	5,768	26,400	0.04%
Merit (2.75%)		16,999	26,828	138,258	182,084	24,040	34,245	48,408	288,777	80,726	369,503	0.56%
Market Adjustment (Full)		105,605	166,667	858,930	1,131,202	149,348	212,746	300,739	1,794,036	501,516	2,295,552	3.51%
Market (Keep Officers S11 & S12 at P16)		(19,856)	(31,338)	(161,500)	(212,694)	(28,081)	(40,002)	(56,546)	(337,323)	(94,298)	(431,621)	-0.66%
Market (Keep Capt, Chiefs Flat)		(4,086)	(6,448)	(33,230)	(43,763)	(5,778)	(8,231)	(11,635)	(69,407)	(19,402)	(88,809)	-0.14%
Annualized Changes		(25,029)	(39,501)	(203,570)	(268,099)	(35,396)	(50,422)	(71,276)	(425,193)	(118,861)	(544,054)	-0.83%
Personnel Subtotal		95,150	150,167	773,895	1,019,211	134,562	191,684	270,965	1,616,423	451,865	2,068,288	3.16%
Personnel %		3.16%	3.16%	3.16%	3.16%	3.16%	3.16%	3.16%	3.16%	3.16%	3.16%	
<b>Pooled Cost Increases</b>												
Reversal of One Time Items in 2015/2016 Budget		(28,062)	(44,289)	(228,245)	(300,596)	(39,686)	(56,533)	(79,916)	(476,731)	(133,269)	(610,000)	-0.93%
Fallen Officer Funeral Attendance		460	726	3,742	4,928	651	927	1,310	7,815	2,185	10,000	0.02%
Fitness Equipment Maintenance		115	182	935	1,232	163	232	328	1,954	546	2,500	0.00%
Electronic Timecard (2nd half - \$400K total)		9,201	14,521	74,834	98,556	13,012	18,536	26,202	156,305	43,695	200,000	0.31%
Additional Officers Cost (IT & Admin)		12,942	-	-	12,942	-	4,314	-	17,256	4,314	21,570	0.03%
Storage Costs for Body Cameras		2,300	3,630	18,709	24,639	3,253	4,634	6,550	39,076	10,924	50,000	0.08%
Computer Software (Power Details)		354	559	2,881	3,794	501	714	1,009	6,018	1,682	7,700	0.01%
PIO Computer Components		115	182	935	1,232	163	232	328	1,954	546	2,500	0.00%
PIO Meals & Refreshments (CAB)		1,871	363	1,871	2,464	325	463	655	3,908	1,092	5,000	0.01%
PIO Developmental Advertising		230	399	2,058	2,710	358	510	721	4,298	1,202	5,500	0.01%
PIO Education & Training		92	145	748	986	130	185	262	1,563	437	2,000	0.00%
Position Upgrade (AIMS)		368	581	2,993	3,942	520	741	1,048	6,252	1,748	8,000	0.01%
Digital Recording / Logging System		4,140	6,534	33,675	44,350	5,855	8,341	11,791	70,337	19,663	90,000	0.14%
AV Upgrade for Training rooms		690	1,089	5,613	7,332	976	1,390	1,965	11,723	3,277	15,000	0.02%
FTO Increase in Hourly Differential		1,297	2,047	10,552	13,896	1,835	2,614	3,694	22,039	6,161	28,200	0.04%
Taser X-2 Replacement		2,300	3,630	18,709	24,639	3,253	4,634	6,550	39,076	10,924	50,000	0.08%
Ammunition Cost Increases		552	871	4,490	5,913	781	1,112	1,572	9,378	2,622	12,000	0.02%
Rifles Replacement		1,380	2,178	11,225	14,783	1,952	2,780	3,930	23,446	6,554	30,000	0.05%
Forensics PT Office Specialist		690	1,089	5,613	7,392	976	1,390	1,965	11,723	3,277	15,000	0.02%
Forensics Latent Print Case Management		1,380	2,178	11,225	14,783	1,952	2,780	3,930	23,446	6,554	30,000	0.05%
MDT Encryption software		1,150	1,815	9,354	12,320	1,626	2,317	3,275	19,538	5,462	25,000	0.04%
Mobile Radio cost increases		929	1,466	7,553	9,947	1,313	1,871	2,644	15,775	4,410	20,185	0.03%
Cell Phone creep (additional lines added)		1,369	2,160	11,132	14,660	1,936	2,757	3,898	23,250	6,500	29,750	0.05%
Additional Officers (MDT, Radios, etc.)		9,000	-	-	9,000	-	3,000	-	12,000	3,000	15,000	0.02%
Pooled Cost Subtotal		23,246	2,057	10,602	35,905	1,843	9,940	3,712	51,401	13,504	64,905	0.10%
Pooled Cost %		0.77%	0.04%	0.04%	0.11%	0.04%	0.16%	0.04%	0.10%	0.09%	0.10%	
<b>Partner Specific Items</b>												
3 Officers (less \$40K SRO revenue)		331,616	50,000	15,450	331,616	12,000	108,512	24,080	331,616	541,658	244,935	0.51%
Overtime			50,000	15,450	50,000				50,000	15,450	65,450	0.08%
Misc Items changed				15,450	15,450	12,000			12,000		12,000	0.02%
Mounted Radar units							108,512	24,080	108,512		108,512	0.17%
1 Officer (shelter) Training TV								24,080	24,080		24,080	0.04%
Annualization of Sergeant change										244,935	244,935	0.37%
1 Officer (canyon) misc changes										244,935	244,935	0.37%
Partner Specific Subtotal		331,616	50,000	15,450	397,066	12,000	108,512	24,080	541,658	244,935	786,593	1.20%
Partner Specific %		11.02%	1.05%	0.06%	1.23%	0.28%	1.79%	0.28%	1.06%	1.71%	1.20%	
Take CAR Unit out of Uninc. County				(236,823)	(236,823)				(236,823)		(236,823)	-0.36%
Add CAR Unit to Pooled Services		11,806	18,883	115,702	146,391	18,016	30,470	41,946	236,823	-	236,823	0.36%
Pooled Cost Re-Allocation		69,581	(3,599)	(56,161)	9,821	19,511	13,552	(42,884)	-	-	-	0.00%
Pooled Re-Allocation Subtotal		81,387	15,284	(177,282)	(80,611)	37,527	44,022	(938)	-	-	-	0.00%
Pooled Re-Allocation %		2.70%	0.32%	-0.72%	-0.25%	0.88%	0.73%	-0.01%	0.00%	0.00%	0.00%	
UnderExpend Projection on New Items			(8,700)	(24,907)	(54,863)	(7,437)	(14,166)	(11,913)	(88,379)	(28,412)	(116,791)	-0.18%
Total Projection		510,142	208,808	597,758	1,316,708	178,495	339,992	285,907	2,121,102	681,893	2,802,995	4.28%
		16.95%	4.40%	2.44%	4.08%	4.19%	5.61%	3.34%	4.15%	4.77%	4.28%	
Actual Calculation		536,716	153,642	511,838	1,202,196	168,590	349,823	280,845	2,001,454	605,502	2,606,956	3.98%
		17.83%	3.23%	2.09%	3.73%	3.96%	5.77%	3.28%	3.91%	4.24%	3.98%	

Unified Police Department - July 1, 2016 - June 30, 2017 (Proposed April 21, 2016)  
 Proposed Budget  
 April 21, 2016

	Final Adjusted May 15 Budget FY14	Final Adjusted May 21 Budget FY15	Adjusted Nov 19 Budget FY16	Adjusted March 17 Budget FY16	Proposed April 21 Budget FY 17
<b>Total Civilian FTE's</b>	<b>149.00</b>	<b>149.00</b>	<b>151.00</b>	<b>153.00</b>	<b>154.00</b>
110 DEPUTY CHIEF	1.00	1.00	1.00	1.00	1.00
111 DEPUTY CHIEF PRECINCT	7.00	7.00	7.00	7.00	7.00
1286 CAPTAIN	6.00	6.00	5.00	5.00	5.00
2800 LIEUTENANT	15.00	18.00	19.00	19.00	19.00
3855 SERGEANT	56.00	56.00	56.00	57.00	57.00
4466 RANGE MASTER SPECIALIST	1.00	1.00	1.00	1.00	1.00
4962 OFFICER	334.00	337.00	338.00	337.00	342.00
<b>Total Sworn FTE's</b>	<b>420.00</b>	<b>426.00</b>	<b>427.00</b>	<b>427.00</b>	<b>432.00</b>
<b>Grand Total FTE's</b>	<b>569.00</b>	<b>575.00</b>	<b>578.00</b>	<b>580.00</b>	<b>586.00</b>

	53,177,733	55,131,917	56,733,430	56,796,703	59,233,157
<b>Expenses</b>					
<b>Total Salary &amp; Benefits</b>	<b>53,177,733</b>	<b>55,131,917</b>	<b>56,733,430</b>	<b>56,796,703</b>	<b>59,233,157</b>

	Final Adjusted May 15 Budget FY14	Final Adjusted May 21 Budget FY15	Adjusted Nov 19 Budget FY16	Adjusted March 17 Budget FY16	Proposed April 21 Budget FY 17
<b>Operations Expenses</b>					
RESERVE FOR COMPENSATED ABSENCE	-	-	-	-	(550,000)
BUDGET ADJUSTMENT (UNDEREXEND)	(550,000)	(550,000)	(550,000)	(550,000)	-
2100 JANITORIAL SUPPLIES & SERVICE	92,968	88,968	94,968	94,968	95,268
2120 MAINTENANCE OF GROUNDS	4,580	4,580	10,580	10,580	6,480
2130 MAINTENANCE OF BUILDINGS	58,620	91,720	59,220	59,220	11,720
2150 MAINTENANCE OTHER	500	500	500	500	500
2160 FACILITIES MANAGEMENT CHARGES	120,593	120,593	126,593	126,593	121,593
2210 FOOD PROVISIONS	12,000	12,000	17,000	19,500	12,000
2215 CLOTHING PROVISIONS	11,500	15,900	11,500	15,500	11,500
2220 DINING AND KITCHEN SUPPLIES	-	-	-	-	-
2240 LAUNDRY SUPPLIES AND SERVICES	375	375	375	375	500
2265 IDENTIFICATION SUPPLIES	7,400	7,400	7,400	7,400	7,404
2310 SUBSCRIPTIONS & MEMBERSHIPS	21,917	22,279	22,279	22,279	22,277
2320 BOOKS	2,760	2,760	2,760	2,760	3,260
2330 EDUCATION & TRAINING SERV/SUPP	217,416	206,261	234,841	234,841	216,525
2360 PRINTING CHARGES	4,061	4,061	6,061	6,061	4,061
2381 PUBLIC NOTICES	700	700	700	700	700
2383 DEVELOPMENT ADVERTISING	45,378	45,378	45,378	45,378	50,878
2384 CONTRACTED PRINTINGS	-	-	-	-	-
2388 ART AND PHOTOGRAPHIC SERVICES	-	-	-	-	-
2410 OFFICE SUPPLIES	121,651	121,651	121,651	121,651	122,508
2411 DEPT CENTRAL STORES	53,814	53,814	53,814	53,814	52,448
2415 COMPUTER SOFTWARE <\$5,000	29,297	30,797	30,797	30,797	38,497
2416 COMPUTER COMPONENTS <\$5,000	208,223	211,723	225,163	225,163	207,848
2417 COMMUNICATION EQUIP-NONCAPITAL	702,056	621,502	614,742	614,742	660,992
2419 SMALL EQUIPMENT (NON-COMPUTER)	1,166,387	981,117	1,350,479	1,357,229	1,164,994
2420 POSTAGE	11,300	11,300	11,300	11,300	11,300
2430 PETTY CASH REPLENISH	97,788	117,272	104,038	117,268	100,038
2440 MEALS & REFRESHMENTS	101,611	101,611	101,611	101,611	106,611
2460 PURCHASING CARD CHARGES	-	-	-	-	-
2470 MAINTENANCE OF OFFICE EQUIP	44,934	44,934	44,934	44,934	44,934
2480 MAINT OF MACHINERY AND EQUIP	538,852	550,852	577,242	577,242	559,552
2485 MAINTENANCE OF SOFTWARE	7,500	11,744	51,744	51,744	81,744
2510 GASOLINE, DIESEL, OIL & GREASE	1,724,025	1,741,817	1,749,317	1,749,317	1,768,067
2511 GAS PRICE SAVINGS	-	-	-	-	-
2541 MAINT OF AUTOS & EQUIP-FLEET	1,047,811	1,028,161	1,032,761	1,032,761	1,044,261
2570 MILEAGE ALLOWANCE	5,950	5,950	5,950	5,950	5,450
2580 TRAVEL & TRANSPORTATION	229,978	233,066	233,066	233,066	247,466
2590 VEHICLE RENTAL CHARGES	500	500	500	500	500
2600 VEHICLE REPLACEMENT CHARGES	2,394,622	2,273,800	2,144,990	2,484,764	2,227,000
2610 HEAT AND FUEL	57,620	57,620	57,620	57,620	58,820
2620 LIGHT AND POWER	45,784	45,784	45,784	45,784	50,784
2630 WATER AND SEWER	5,413	5,413	5,413	5,413	8,313
2640 TELEPHONE	450,618	450,618	450,618	450,618	450,618
2641 MOBILE TELEPHONE	366,094	424,188	429,088	429,088	444,373
2810 RENT OF LAND	20,207	20,207	20,207	20,207	20,207
2820 RENT OF BUILDINGS	578,388	593,888	576,388	576,388	576,388
2830 RENT OF EQUIPMENT	31,208	31,208	31,208	31,208	31,208
2926 LABORATORY USE FEE	-	-	-	-	-
2930 OTHER PROFESSIONAL FEES	643,718	1,019,142	1,023,142	1,046,142	1,009,142
2935 IT Professional Services	922,000	1,024,600	1,060,600	1,060,600	1,132,170
2940 Bank Fees	10,000	10,000	10,000	10,000	10,000
3410 SHOP CREW & DEPUTY SMALL TOOLS	43,649	90,649	43,649	46,674	43,649
3440 AMMUNITION EXPLOSIVES AND BOMB	117,756	116,566	116,566	116,566	128,566
3810 CONTRACT HAULING	10,000	10,000	10,000	10,000	10,000
6000 SELF INSURANCE (Vehicle)	1,181,000	1,153,200	1,315,000	975,226	1,315,000
6010 SELF INSURANCE (Property)	-	-	-	-	-
6020 SELF INSURANCE (General)	-	-	-	-	-
6110 INSURANCE	-	-	-	-	-
6560 DEPRECIATION	-	-	-	-	-
7410 CAPITAL PURCHASE	239,210	147,400	513,022	513,022	758,923
7430 CAPITAL PURCHASE	-	-	-	-	-
<b>Total Operations</b>	<b>13,259,732</b>	<b>13,415,569</b>	<b>14,252,559</b>	<b>14,305,064</b>	<b>14,507,037</b>
<b>Grand Total Expense Budget</b>	<b>66,437,465</b>	<b>68,547,486</b>	<b>70,985,989</b>	<b>71,101,767</b>	<b>73,740,194</b>

Balance Sheet

	Final Adjusted May 15 Budget FY14	Final Adjusted May 21 Budget FY15	Adjusted Nov 19 Budget FY16	Adjusted March 17 Budget FY16	Proposed April 21 Budget FY 17
<b>Fleet Fund - 50</b>	-	-	-	-	-
2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000
3,457,000	2,961,800	2,842,990	3,182,764	3,182,764	3,182,764
6,057,000	5,661,800	5,442,990	5,782,764	5,782,764	5,782,764
<b>6,057,000</b>	<b>5,661,800</b>	<b>5,442,990</b>	<b>5,782,764</b>	<b>5,782,764</b>	<b>5,782,764</b>



**HERRIMAN, UTAH**  
**RESOLUTION NO.**

**A RESOLUTION DEMONSTRATING SUPPORT FOR THE UNIFIED POLICE  
DEPARTMENT BUDGET OF JULY 1, 2016, TO JUNE 30, 2017**

**WHEREAS**, the Herriman City Council (“Council”) met in a regular session on May 11, 2016, to consider, among other things, adopting a resolution demonstrating support for the Unified Police Department Budget of July 1, 2016, to June 30, 2017; and

**WHEREAS**, the Mayor was appointed as the City representative on the Unified Police Department (“UPD”) governing board; and

**WHEREAS**, the UPD has proposed a budget (“Proposed Budget”) that among other things contemplates a proposed property tax increase; and

**WHEREAS**, a copy of the Proposed Budget has been presented to the Council and a copy is attached to this resolution; and

**WHEREAS**, the Council has reviewed the Proposed Budget and has the opportunity to ask questions regarding the Proposed Budget; and

**WHEREAS**, the Council has determined that it is in the best interest of the inhabitants of City to adopt a resolution demonstrating support for the Proposed Budget.

**NOW, THEREFORE, BE IT RESOLVED** that the Council support the Proposed Budget that includes among other thing a proposed property tax increase.

This Resolution, assigned No. \_\_\_\_\_, shall take effect immediately on passage and acceptance as provided herein.

**PASSED AND APPROVED** by the Council of Herriman, Utah this \_\_\_ day of May 2016.

**HERRIMAN CITY COUNCIL**

\_\_\_\_\_  
Carmen Freeman, Mayor

**ATTEST:**

\_\_\_\_\_  
Jackie Nostrom, City Recorder



## STAFF REPORT

**DATE:** May 9, 2016

**TO:** The Honorable Mayor and City Council

**FROM:** John Brems, City Attorney

**SUBJECT:** Approval of an Interlocal Cooperative Agreement between Herriman City and the Community Development and Renewal Agency of Herriman City

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### **RECOMMENDATION:**

Approval of a resolution of the Herriman City Council approving an Interlocal Cooperative and Property Purchase Agreement with the Community Development and Renewal Agency of Herriman City

### **BACKGROUND:**

The CDA and the City have determined that it would be mutually beneficial and in the best interests of their residents to enter into an Agreement to cause the City to sell the Property to the CDA in order to facilitate the development plan which is expected to substantially increase the tax base of the City and generate significant tax increment funds from the development.

### **DISCUSSION:**

The Parties acknowledge and agree that it is intended that Agency will include in its deed of the Property to the private developer who is developing the Project Area, certain conditions which, if not met, will cause a reversion of the conveyance of the Property from the developer back to the Agency. In the event that such occurs, the Agency shall promptly convey the Property back to City in full satisfaction of any indebtedness remaining under this Agreement.

### **ALTERNATIVES:**

The Council may decide not to approve the resolution

### **FISCAL IMPACT:**

The CDA would pay the City the sum of \$5.6 million for the property through TIF funds by the Agency.

City Council  
May 11, 2016



**HERRIMAN CITY  
RESOLUTION NO. \_\_\_\_**

**A RESOLUTION OF THE HERRIMAN CITY APPROVING AN  
INTERLOCAL COOPERATIVE AND PROPERTY PURCHASE  
AGREEMENT WITH COMMUNITY DEVELOPMENT AND RENEWAL  
AGENCY OF HERRIMAN CITY**

**WHEREAS**, Herriman City (“City”) met in special open and public meeting on May \_\_, 2016, to consider, among other things, approving an Interlocal cooperative and property purchase agreement (“Agreement”) with the Redevelopment Agency of Herriman City (the “Agency”); and

**WHEREAS**, the Agency was created to transact the business and exercise all of the powers provided for in the former Utah Redevelopment Agencies Act and the current Utah Community Development and Renewal Agencies Act and any subsequent, replacement or amended law or act; and

**WHEREAS**, the Utah Local Cooperation Act (Utah Code Ann. § 11-13-101, et seq.) (the “Act”) provides that any two or more government entities are authorized to enter into agreements with each other, upon resolutions to do so by the respective governing bodies, to do what each agency is authorized by law to perform; and

**WHEREAS**, the Act provides, among other things, that any public agency may convey property to or acquire property from any other public agency for consideration as may be agreed upon

**WHEREAS**, the Agency and Herriman City are public agencies and government entities, as contemplated in the Act; and

**NOW, THEREFORE, BE IT RESOLVED** that the Agreement is approved, that the City Manager and Recorder are hereby authorized and directed to execute and deliver the Agreement, and directed to provide notice as set forth in Section 11-13-219 of the Act. .

This Resolution, assigned No. 16-\_\_\_\_, shall take effect immediately upon passage and acceptance as provided herein.

**PASSED AND APPROVED** by the Council of Herriman, Utah, this \_\_\_\_ day of May, 2016.



HERRIMAN

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Carmen Freeman, Mayor

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Jackie Nostrom, City Recorder

**INTERLOCAL COOPERATION AND PROPERTY PURCHASE AGREEMENT**  
**between**  
**HERRIMAN CITY**  
**and**  
**COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF HERRIMAN CITY**

This Interlocal Cooperation and Property Purchase Agreement (“Agreement”) is entered into this \_\_\_\_ day of March, 2016, pursuant to the Utah Interlocal Cooperation Act, codified in Title 11, Chapter 13 of the Utah Code, (“Interlocal Act”) and selected provisions of the Limited Purpose Local Government Entities Community Development and Renewal Agencies Act, codified in Title 17C, Chapter 4 of the Utah Code (“CDA Act”), by and between Herriman City, a Utah municipality (“City”), and the Community Development and Renewal Agency of Herriman City (“Agency”). The Agency and the City are sometimes referred to as the “Parties.”

WHEREAS, the Agency created a renewal project area known as the “Herriman Business Center Community Development Project Area” (“Project Area”) to facilitate the development of the Project Area into a viable part of the community;

WHEREAS, the City has entered into various agreements with a private developer to pursue and conduct the overall development of the Project Area;

WHEREAS, the City has acquired approximately 31.2 acres of real property (“Property”) which is located within the Project Area;

WHEREAS, as part of the development plan within the Project Area, the Agency intends to convey the Property to the private developer for public, quasi-public, and private use and as an integral part of the overall development plan within the Project Area;

WHEREAS, the Agency and the City have determined that it will be mutually beneficial and in the best interests of their residents to enter into this Agreement to cause the City to sell the Property to the Agency at its acquisition cost in order to facilitate the development of the Project Area and to further the overall development plan which is expected to substantially increase the tax base of the City and generate significant tax increment funds (“TIF”) from the Project Area;

NOW THEREFORE, the Agency and the City hereby enter into the following Interlocal cooperation and property purchase agreement:

1. Purchase and Sale of Property. The City agrees to convey and the Agency agrees to purchase the Property as more particularly described on exhibit “A” attached hereto and by this

reference made a part hereof. The conveyance will be made by a Special Warranty Deed after the requirement of paragraph 5(f) have been satisfied.

2. Purchase Price, Financing and Reverter. The Agency agrees to pay the City the sum of \$5,600,000.00 (“Purchase Price”) for the Property. The payments of the Purchase Price will be made from TIF held by the Agency. The TIF is described in the project area budget (“Project Area Budget”) attached as exhibit “B” which is by this reference made a part hereof. It is intended that approximately \$5,000,000 of the Purchase Price will come from the line item identified as “Land” and approximately \$600,000 will come from the line item identified as ‘Roads’ in section of the Project Area Budget entitled “Infrastructure Cost.”

The Parties acknowledge and agree that it is intended that Agency will include in its deed of the Property to the private developer who is developing the Project Area, certain conditions which, if not met, will cause a reversion of the conveyance of the Property from the developer back to the Agency. In the event that such occurs, the Agency shall promptly convey the Property back to City in full satisfaction of any indebtedness remaining under this Agreement.

3. Duration and Termination. This Agreement shall take effect upon execution and terminate upon the earlier to occur of full and complete payment or satisfaction of the Purchase Price by the Agency, or twenty (20) years from the date of execution of this Agreement.
4. Liability and Indemnification. All Parties are governmental entities under the Governmental Immunity Act of Utah, Utah Code Ann. Section 63G-7-101, et seq. Consistent with the terms of this Act, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither party waives any defenses otherwise available under the Governmental Immunity Act.
5. Interlocal Act Requirements. In satisfaction of the requirements of the Interlocal Act, and in connection with this Agreement, the Parties agree as follows:
  - a. This Agreement shall be authorized by resolution of the governing body of each party pursuant to Section 11-13-202.5 of the Interlocal Act;
  - b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each party, pursuant to Section 11-13-202.5 of the Interlocal Act;
  - c. A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each party, pursuant to Section 11-13-209 of the Interlocal Act;

- d. Except as otherwise specifically provided herein, each party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs;
  - e. No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the City Manager of the City and the Executive director of the Agency; and
  - f. As provided in Section 11-13-219 of the Interlocal Act, the Parties agree that a notice of this Agreement shall be published as required under the Interlocal Act. Any person in interest may contest the legality of this Agreement for 30 days after the publication of the notice of this Agreement. After the 30 days have passed, no one may contest the legality of the Agreement or any action performed or instrument issued under the authority of this Agreement for any cause whatsoever.
6. Counterparts. This Agreement may be executed in counterparts by City and the Agency. In such event, a duly executed original counterpart shall be filed with the keeper of records of each party pursuant to the Interlocal Act.
7. Governing Law. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.
8. Entire Agreement. This Agreement contains the entire agreement between the Parties, with respect to the subject matter hereof, and no statements, promises, or inducements made by either party or agents for either party that are not contained in this written contract shall be binding or valid; and this Agreement may not be enlarged, modified, or altered except in writing, and signed by the Parties.

[The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the parties have executed this agreement as of the date and year first above written.

HERRIMAN CITY

By \_\_\_\_\_  
Brett Wood, City Manager

ATTEST:

\_\_\_\_\_  
Jackie Nostrom, City Recorder

Approved as to form and legality:

CITY ATTORNEY

By \_\_\_\_\_  
John Brems

COMMUNITY DEVELOPMENT AND  
RENEWAL AGENCY OF

HERRIMAN CITY

By \_\_\_\_\_  
Chair

Approved as to form and legality:

| BY: \_\_\_\_\_  
Jody K Burnett, Attorney for the Agency

**EXHIBIT A**

**[Insert legal description of property]**



**EXHIBIT B**



## STAFF REPORT

**DATE:** 05/04/2016  
**TO:** The Honorable Mayor and City Council  
**FROM:** Justun Edwards Water Department Director  
**SUBJECT:** Butterfield Development Agreement

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### **RECOMMENDATION:**

Staff recommends approval

### **BACKGROUND:**

The Shirley Butterfield LTD, owns approximately 24 acres of real property which owner anticipates developing as a retail or commercial project. The City desires to construct a public road through the property. This agreement is intended to establish the rights and obligations of the project.

### **DISCUSSION:**

The property is currently zoned A-1, to develop the property as retail or commercial, the property owner desires to rezone property to C-2, which City staff supports. The property owner agrees to deed to City, the property needed for the public road, if commercial zoning is approved. The agreement if approved, would grant to city, sufficient right of way to construct the public road which includes 90' road right of way, slope easements, and construction easements. Sole cost and expense for road improvements shall be borne by City. City reserves the right to collect its customary impact fees in connection with the development of the property. Additionally, the agreement grants temporary access through property to adjacent properties, to allow City and its agents to begin construction of the water pump station and related improvements.

### **ALTERNATIVES:**

Unknown

### **FISCAL IMPACT:**

Anticipated road construction cost \$2,000,000 which may be reimbursed with impact fees

**HERRIMAN, UTAH**  
**RESOLUTION NO. .**

**A RESOLUTION OF THE CITY COUNCIL OF HERRIMAN  
APPROVING A DEVELOPMENT AGREEMENT FOR BUTTERFIELD**

**WHEREAS**, the Herriman City Council (“*Council*”) met in regular meeting on May \_\_, 2016 to consider, among other things, approving a Development Agreement for Butterfield; and

**WHEREAS**, the Utah Code Ann. § 10-9a-102 authorizes, among other things, that the City may enter into development agreements; and

**WHEREAS**, staff has presented to the Council a development agreement for Butterfield (“Development Agreement”); and

**WHEREAS**, Council has reviewed the Development Agreement and hereby find that it is in the best interests of the both parties to enter into the Development Agreement; and

**NOW, THEREFORE, BE IT RESOLVED** that the Development Agreement is approved, and the mayor and recorder are hereby authorized and directed to execute and deliver the same.

This resolution, assigned no. \_\_, shall take effect immediately upon passage and acceptance as provided herein.

**PASSED AND APPROVED** by the Council of Herriman, Utah, this \_\_ day of May 2016.

**HERRIMAN**

\_\_\_\_\_  
**Mayor Carmen Freeman**

**ATTEST:**

\_\_\_\_\_  
**Jackie Nostrom** City Recorder

## **AGREEMENT**

THIS AGREEMENT (“Agreement”) is made and entered as of the \_\_\_\_ day of April \_\_\_\_, 2016 (the “Effective Date”), by and between HERRIMAN CITY, a Utah municipal corporation (the “City”), and SHIRLEY BUTTERFIELD, LTD., a Utah limited partnership (the “Owner”). City and Owner are hereinafter collectively referred to individually, as a “Party” and collectively, as “Parties.”

### **RECITALS**

A. Owner owns approximately 24 acres of undeveloped real property located within the city limits of Herriman City on the north side of the Mountain View Corridor, which is part of Assessor’s Parcel Number 33-17-400-007 (the “Property”).

B. The Property is more particularly described on Exhibit A attached hereto and incorporated herein by reference.

C. Owner anticipates the Property will be developed as a retail or commercial project (the “Project”).

D. The City desires to construct a public road through the Property.

E. As part of the construction of the public road the City will construct certain enhancements including but not limited to access points to facilitate Owners anticipated use of the Project

F. This Agreement is not intended to and does not affect or in any way bind or supersede the independent exercise of legislative discretion by the City Council in deciding whether to approve or deny the application for the rezoning of the Property.

G. The Parties understand and intend that this Agreement is a “development agreement” within the meaning of, and entered pursuant to Utah Code Ann. § 10-9a-102.

H. The City and Owner intend to enter into this Agreement for the purpose of establishing certain rights and obligations with regard to the Property.

### **AGREEMENT**

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 Owner hereby agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated into this Agreement, as a substantive part hereof.

2. Approval for Commercial Zoning. The Property presently is zoned A-1. Owner desires to rezone the Property as C-2 (“Rezone”). City staff agrees to support the change in zoning from A-1 to C-2.

3. Property for Road.

a. Conveyance of Road Property. Upon the City's approval of the Rezone the Owner shall promptly convey to the City by special warranty deed, for no monetary consideration and free of all financial liens and encumbrances, a portion of the Property (the "Road Property") for a section of a public road to be known as Autumn Crest Drive (the "Road"). The portion of the Property to be conveyed by the Owner for the Road Property is a 90' wide strip of land. The location of the proposed Road Property, and the preliminary design of the Road are set forth in the diagram attached hereto as Exhibit B and incorporated herein by reference (the "Road Diagram").

b. Slope Easement. As part of the conveyance of the Road Property the Owner shall grant and convey to the City, a perpetual, non-exclusive easement over, across and under the portion of the Property more particularly described on Exhibit C attached hereto and incorporated herein by reference (the "Slope Easement Property") for the construction and installation of a retaining wall and related improvements (the "Slope Easement"). The Slope Easement Property shall be a 10' wide strip of land on both sides of the Road Property.

c. Construction Easement. As part of the conveyance of the Road Property the Owner shall grant and convey to the City a temporary, non-exclusive easement over, across and under the portion of the Property more particularly described on Exhibit D attached hereto and incorporated herein by reference (the "Construction Easement Property") for the construction and installation of the Road and related improvements (the "Construction Easement"). This Construction Easement shall expire upon the earlier of (i) the City's completion of construction of the Road, or (ii) December 31, 2017.

4. Rezone. If the City Council approves the Rezone of the Property, then Owner shall convey the Property to the City as provided above.

5. Enhanced Road Provisions. If the Owner conveys the Property as provided above, then City shall as part of the construction of the Road construct retaining walls no greater than 10' from the edge of the Road (i.e., on the Slope Easement Property), that shall run the entire length of the Road from the south boundary line of the Property to the north boundary line of the Property. In additions as part of the construction of the Road the City shall construct two 36' wide access points on either side of the Road on the Property as depicted on the Road Design. Owner shall review and approve the two 36' wide access points prior to construction.

6. Easement. In order to permit the City to timely proceed with the construction of the Road, a pump house on adjacent property, and related improvements the Owner hereby grants to the City an easement to begin certain infrastructure improvements on the Road Property and access to construct a pump house on adjacent property in the forms attached hereto as Exhibit E and F and incorporated herein by reference.

7. Default. An "Event of Default" shall occur under this Agreement if any party fails to perform its obligations hereunder where those obligations are due and the defaulting

party has not performed the delinquent obligations within thirty (30) days following delivery to the delinquent party of written notice of such delinquency. Notwithstanding the foregoing, if the default cannot reasonably be cured within that 30-day period, a party shall not be in default so long as that party commences to cure the default within that 30-day period and diligently continues such cure in good faith until complete. Notwithstanding the foregoing, any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes; labor disputes; inability to obtain labor, materials, equipment or reasonable substitutes therefore; acts of nature; governmental restrictions, regulations or controls; judicial orders; enemy or hostile government actions; war; civil commotions; fires or other casualties or other causes beyond the reasonable control of the party obligated to perform hereunder shall excuse performance of the obligation by that party for a period equal to the duration of that prevention, delay or stoppage. Upon the occurrence of an Event of Default, no Party shall be entitled to any claim for any monetary damages as a result of any breach of this Agreement and each Party waives any claims thereto. The sole remedy available to the Owner shall be that of specific performance.

8. Notices. Any notices, request and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the Party for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, to such Party at its address shown below:

To the Owner: Shirley Butterfield, Ltd.  
c/o Jay Butterfield and Clay  
Butterfield  
12256 South 4000 West  
Riverton, Utah 84065

To the City: Herriman City  
Attention: City Manager  
13011 South Pioneer Street  
Herriman, Utah 84096

With a copy to; John Brems  
2798 West Matterhorn Drive  
Taylorsville, Utah 84129

Either Party may change its address for notice by giving written notice to the other Party in accordance with the provisions of this Section.

9. General Term and Conditions.

a. Attorneys' Fees. In the event of any lawsuit between the Parties hereto arising out of or related to this Agreement, the prevailing Party or Parties shall be entitled in addition to the remedies and damages, if any, awarded in such proceeding, to recover its or their costs and reasonable attorneys' fees.

b. Integration. This Agreement, together with the Exhibits hereto, integrates

all of the terms and conditions pertaining to the subject matter hereof and supersedes all prior negotiations, representations, promises, inducements or previous agreements between the Parties, whether oral or written with respect to the subject matter hereof. Any amendments hereto must be in writing and signed by the Parties hereto.

c. Headings. The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

d. 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.

e. Non Liability of City Officials and Employees. No officer, representative, consultant, attorney, agent or employee of the City shall be personally liable to Owner, or any successor in interest or assignee of Owner, for any default or breach by the City, or for any amount which may become due to Owner, or its successors or assignees, or for any obligation arising under the terms of this Agreement. Nothing herein will release any person from personal liability for their own individual acts or omissions.

f. No Third Party Rights. The obligations of Owner set forth herein shall not create any rights in and/or obligations to any persons or parties other than the City, and any Permitted Transferees (as defined below).

g. Further Documentation. This Agreement is entered into by the Parties with the recognition and anticipation that subsequent agreements implementing and carrying out the provisions of this Agreement may be necessary. The Parties agree to negotiate in good faith with respect to all such future agreements.

h. Relationship of Parties. This Agreement does not create any joint venture, partnership, undertaking, or business arrangement between the City and Owner.

i. Performance. Each Party, person and/or entity governed by this Agreement shall perform its respective obligations under this Agreement in a manner that will not unreasonably or materially delay, disrupt or inconvenience any other Party, person and/or entity governed by this Agreement or the development of any portion of the Property.

j. Applicable Law. This Agreement is entered into under and pursuant to and is to be construed and enforceable in accordance with the laws of the State of Utah.

k. Construction. This Agreement has been reviewed and revised by legal counsel for both the City and Owner, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

l. Consents and Approvals. Except as expressly stated in this Agreement, the consent, approval, permit, license or other authorization of any Party under this Agreement shall be given in a prompt and timely manner and shall not be unreasonably withheld, conditioned or delayed.

m. Approval and Authority to Execute. Each of the Parties represents and warrants as of the date this Agreement is executed that it/he/she has all requisite power and authority to execute and deliver this Agreement, being fully authorized so to do and that this Agreement constitutes a valid and binding agreement.

10. Owner's Assignment of the Ownership of Any Portion of the Property.

a. Sale or Assignment Permitted. Owner may assign, transfer and convey its rights and obligations under this Agreement in whole or in part upon written notice to the City (each, a "Permitted Transferee"). In the event of a transfer or sale by Owner of less than all of the Property, Owner shall, nevertheless, retain exclusive control over the portions of the Property not sold or transferred, and the Permitted Transferee(s) shall have no right to control or object to any subsequent amendment of this Agreement, and Owner may make any modifications thereto without notice to, or the consent of, any such transferee(s).

b. No Transfer of City Obligations. The City shall not have the right to convey, assign or be released from its obligations under this Agreement.

c. Transfer of Assets; Continuing Obligation. If Owner sells or transfers all or any portion of the Property, then (i) the City shall require the Permitted Transferee to assume Owner's obligations under this Agreement; and (ii) the City shall be named as third party beneficiary of (and shall be permitted to enforce directly against the purchaser) such assumed obligations.

11. No Waiver. Any Party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the Party intended to be benefited by the provisions, and a waiver by a party of a breach hereunder by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

12. Severability. If any portion of this Agreement is held to be unenforceable for any reason, the remaining provisions shall continue in full force and effect.

13. Force Majeure. Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain materials, equipment or reasonable substitutes therefore; acts of nature; or casualties or other causes beyond the reasonable anticipation and control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

14. Amendment. This Agreement may be amended only in writing signed by the Parties hereto.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

**CITY:**

HERRIMAN CITY

\_\_\_\_\_  
Carmen Freeman, Mayor

**ATTEST:**

\_\_\_\_\_  
Jackie Nostrom, City Recorder

**OWNER:**

SHIRLEY BUTTERFIELD, LTD.

By: \_\_\_\_\_  
Shirley Butterfield  
Its: General Partner

**CITY ACKNOWLEDGMENT**

On the \_\_\_\_ day of \_\_\_\_\_, 2016, personally appeared before by \_\_\_\_\_, who being duly sworn, did say that he is the \_\_\_\_\_ of Herriman City, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said \_\_\_\_\_ acknowledged to me that the City extended the same.

Notary Public

\_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Residing at: \_\_\_\_\_

**OWNER ACKNOWLEDGMENT**

STATE OF UTAH                    )  
  :SS  
COUNTY OF SALT LAKE    )

On the \_\_\_\_ day of \_\_\_\_\_, 2016, personally appeared before me Shirley Butterfield who being by me duly sworn did say that she is the General Partner of Shirley Butterfield, Ltd., a Utah limited partnership, and that the within and foregoing instrument was signed on behalf of said limited partnership with proper authority and duly acknowledged to me that said limited partnership executed the same.

Notary Public

\_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Residing at: \_\_\_\_\_

**EXHIBIT A**

Legal Description of the Property

**EXHIBIT B**

Road Diagram

**EXHIBIT C**

Legal Description of the Slope Easement Area

**EXHIBIT D**

Legal Description of Construction Easement Area

**EXHIBIT E**

Infrastructure Easements

When recorded, mail to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**GRANT OF EASEMENT FOR  
PUBLIC WATER LINE & STORM WATER FACILITIES**

SHIRLEY BUTTERFIELD, LTD., a Utah limited partnership entity (“Grantor”), whose address is 12256 South 4000 West Riverton, Utah 84096, hereby grants and conveys to **Herriman City**, a Utah municipality, whose address is 13011 South Pioneer Street, Heriman, Utah 84096 (“Grantee”), for good and valuable consideration, a receipt and adequacy of which is hereby acknowledged, a permanent and perpetual nonexclusive permanent easement and right-of-way for use by Grantee’s employees, and any and all agents, contractors or other third-parties acting on behalf of the Grantee for purpose of constructing, operating, maintaining, modifying, removing, augmenting, and/or replacing water line facilities, storm drain facilities and any all other appurtenances upon, over, under, and across Grantor’s real property, more particularly described as follows:

See attached exhibit “A.”

IN WITNESS WHEREOF, Grantor has executed this Grant of Easement for Public Water Line and Storm Water Facilities this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**GRANTOR:**

\_\_\_\_\_  
\_\_\_\_\_

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

On the \_\_\_\_\_ day of \_\_\_\_\_, 2016, personally appeared before me Shirley Butterfield who being by me duly sworn did say that she is the General Partner of Shirley Butterfield, Ltd., a Utah limited partnership, and that the within and foregoing instrument was signed on behalf of said limited partnership with proper authority and duly acknowledged to me that said limited partnership executed the same.

Notary Public

My Commission Expires:



Exhibit A

(Legal to be inserted)

**EXHIBIT F**  
Access Easement

When recorded, mail to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ACCESS EASEMENT**

SHIRLEY BUTTERFIELD, LTD., a Utah limited partnership (“Grantor”), whose address is 12256 South 4000 West Riverton, Utah 84096, hereby grants and conveys to Herriman City , a Utah municipality, whose address is 13011 South Pioneer Street, Heriman, Utah 84096 (“Grantee”), for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, a permanent and perpetual nonexclusive permanent access easement and right-of-way for use by Grantee’s employees, and any and all agents, contractors or other third-parties acting on behalf of the Grantee for purpose of accessing and servicing, constructing, operating, maintaining, modifying, removing, augmenting, and/or replacing a pump station on adjacent property upon, over, and across Grantor’s real property, more particularly described as follows:

See attached exhibit “A.”

IN WITNESS WHEREOF, Grantor has executed this Access Easement this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**GRANTOR:**

\_\_\_\_\_  
\_\_\_\_\_

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

On the \_\_\_\_\_ day of \_\_\_\_\_, 2016, personally appeared before me Shirley Butterfield who being by me duly sworn did say that she is the General Partner of Shirley Butterfield, Ltd., a Utah limited partnership, and that the within and foregoing instrument was signed on behalf of said limited partnership with proper authority and duly acknowledged to me that said limited partnership executed the same.

Notary Public

My Commission Expires:





## STAFF REPORT

**DATE:** 05/09/2016

**TO:** The Honorable Mayor and City Council

**FROM:** Justun Edwards Water Department Director

**SUBJECT:** Losee Development Agreement

---

**RECOMMENDATION:**

Staff recommends approval

**BACKGROUND:**

Chris Losee is the owner of approximately 2.56 acres of real property which owner anticipates developing as part of a retail or commercial project. The City desires to construct a public road through the property. This agreement is intended to establish the rights and obligations of the project.

**DISCUSSION:**

The property is currently zoned A-1, to develop the property as retail or commercial, the property owner desires to rezone property to C-2, which City staff supports. The property owner agrees to deed to City, the property needed for the public road, if commercial zoning is approved. The agreement if approved, would grant to city, sufficient right of way to construct the public road which includes 33' road right of way, slope easements, and construction easements. Sole cost and expense for road improvements shall be borne by City. City reserves the right to collect its customary impact fees in connection with the development of the property. Additionally, the agreement grants temporary access through property to adjacent properties, to allow City and its agents to begin construction of the water pump station and related improvements.

**ALTERNATIVES:**

Unknown

**FISCAL IMPACT:**

Anticipated road construction cost \$2,000,000 which may be reimbursed with impact fees

**HERRIMAN, UTAH**  
**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF HERRIMAN  
APPROVING A DEVELOPMENT AGREEMENT FOR CHRIS LOSEE**

**WHEREAS**, the Herriman City Council (“*Council*”) met in regular meeting on May \_\_, 2016 to consider, among other things, approving a Development Agreement for Chris Losee; and

**WHEREAS**, the Utah Code Ann. § 10-9a-102 authorizes, among other things, that the City may enter into development agreements; and

**WHEREAS**, staff has presented to the Council a development agreement for Chris Losee (“Development Agreement”); and

**WHEREAS**, Council has reviewed the Development Agreement and hereby find that it is in the best interests of the both parties to enter into the Development Agreement; and

**NOW, THEREFORE, BE IT RESOLVED** that the Development Agreement is approved, and the mayor and recorder are hereby authorized and directed to execute and deliver the same.

This resolution, assigned no. \_\_\_\_, shall take effect immediately upon passage and acceptance as provided herein.

**PASSED AND APPROVED** by the Council of Herriman, Utah, this \_\_ day of May 2015.

**HERRIMAN**

\_\_\_\_\_  
**Mayor Carmen Freeman**

**ATTEST:**

\_\_\_\_\_  
**Jackie Nostrom** City Recorder

## **AGREEMENT**

THIS AGREEMENT (“Agreement”) is made and entered as of the \_\_\_\_ day of \_\_\_\_\_, 2016 (the “Effective Date”), by and between HERRIMAN CITY, a Utah municipal corporation (the “City”), and CHRIS LOSEE (the “Owner”). City and Owner are hereinafter collectively referred to individually, as a “Party” and collectively, as “Parties.”

## **RECITALS**

A. Owner owns approximately 2.56 acres of undeveloped real property located within the city limits of Herriman City at approximately 15102 South 3200 West, which is Assessor’s Parcel Number 33-17-200-013-0000 (the “Property”).

B. The Property is more particularly described on Exhibit A attached hereto and incorporated herein by reference.

C. Owner anticipates the Property will be developed as a part of a retail or commercial project.

D. The City desires to construct a public road through the Property.

E. As part of the construction of the public road the City will construct certain enhancements.

F. This Agreement is not intended to and does not affect or in any way bind or supersede the independent exercise of legislative discretion by the City Council in deciding whether to approve or deny the application for the rezoning of the Property.

G. The Parties understand and intend that this Agreement is a “development agreement” within the meaning of, and entered pursuant to, Utah Code Ann. § 10-9a-102.

H. The City and Owner intend to enter into this Agreement for the purpose of establishing certain rights and obligations with regard to the Property.

## **AGREEMENT**

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 Owner hereby agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated into this Agreement, as a substantive part hereof.

2. Approval for Commercial Zoning. The Property presently is zoned A-1. Owner desires to rezone the Property as C-2 (“Rezone”). City staff agrees to support the change in zoning from A-1 to C-2.

3. Property for Road.

a. Conveyance of Road Property. Upon the City's approval of the Rezone the Owner shall promptly convey to the City by special warranty deed, for no monetary consideration and free of all financial liens and financial encumbrances, a portion of the Property (the "Road Property") for a section of a public road to be known as 15000 South (the "Road"). The portion of the Property to be conveyed by the Owner for the Road Property is a 33' wide strip of land. The Owner's conveyance of the Road Property shall be subject to easements for sewer lines and other utilities. The location of the proposed Road Property, and the preliminary design of the Road are set forth in the diagram attached hereto as Exhibit B and incorporated herein by reference (the "Road Diagram").

b. Slope Easement. If a slope easement is needed, as part of the conveyance of the Road Property the Owner shall grant and convey to the City, a perpetual, non-exclusive easement over, across and under the portion of the Property more particularly described on Exhibit C attached hereto and incorporated herein by reference (the "Slope Easement Property") for the City's construction and installation of a block retaining wall and related improvements (the "Slope Easement"). The Slope Easement Property shall be a 10' wide strip of land on the side Road Property. The Slope Easement shall be evidenced by a written instrument in recordable form. [Note: Can we scale back the slope easement as we did in the Butterfield agreement to 10' in width? Is there sufficient area in the road for the utilities?]

c. Construction Easement. As part of the conveyance of the Road Property the Owner shall grant and convey to the City a temporary, non-exclusive easement over, across and under the portion of the Property more particularly described on Exhibit D attached hereto and incorporated herein by reference (the "Construction Easement Property") for the City's construction and installation of the Road, block retaining wall and related improvements (the "Construction Easement"). This Construction Easement shall expire upon the earlier of (i) the City's completion of construction of the Road, or (ii) December 31, 2017. The Construction Easement shall be evidenced by a written instrument in recordable form.

4. Rezone. If the City Council approves the Rezone of the Property, then Owner shall convey the Road Property, the Slope Easement and the Construction Easement to the City as provided above.

5. Enhanced Road Provisions. If a retaining wall is needed, the Owner conveys the Road Property as provided above, then City shall as part of the construction of the Road construct a block retaining wall using Redi-Rock 41" block or a similar substitute no greater than 10' from the edge of the Road, that shall run the entire length of the Road from the west boundary line of the Property to the east boundary line of the Property. The improvements described in this Section are referred to herein as the "Enhanced Road Improvements."

6. Easement. In order to permit the City to timely proceed with the construction of the Road, a pump house on adjacent property, and related improvements the Owner hereby grants to the City a temporary easement to begin certain infrastructure improvements on a



portion of the Road Property and access to construct a pump house on adjacent property in the forms attached hereto as Exhibit E and F and incorporated herein by reference.

7. No Special Assessments. The City shall not impose any special assessments or other or assessments or taxes on the Property to pay for the Road and the Enhanced Road Improvements contemplated by this Agreement. The parties understand that the City is completing the Road and the Enhanced Road Improvements at the City's sole cost and expense. However, the City reserves the right to collect its customary impact fees in connection with the development of the Property.

8. Default. An "Event of Default" shall occur under this Agreement if any party fails to perform its obligations hereunder where those obligations are due and the defaulting party has not performed the delinquent obligations within thirty (30) days following delivery to the delinquent party of written notice of such delinquency. Notwithstanding the foregoing, if the default cannot reasonably be cured within that 30-day period, a party shall not be in default so long as that party commences to cure the default within that 30-day period and diligently continues such cure in good faith until complete. Notwithstanding the foregoing, any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes; labor disputes; inability to obtain labor, materials, equipment or reasonable substitutes therefore; acts of nature; governmental restrictions, regulations or controls; judicial orders; enemy or hostile government actions; war; civil commotions; fires or other casualties or other causes beyond the reasonable control of the party obligated to perform hereunder shall excuse performance of the obligation by that party for a period equal to the duration of that prevention, delay or stoppage. Upon the occurrence of an Event of Default, no Party shall be entitled to any claim for any monetary damages as a result of any breach of this Agreement and each Party waives any claims thereto. The sole remedy available to the Owner shall be that of specific performance.

9. Notices. Any notices, request and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the Party for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, to such Party at its address shown below:

To the Owner: Chris Losee  
3159 South 0 East  
Roosevelt, Utah 84066

To the City: Herriman City  
Attention: City Manager  
13011 South Pioneer Street  
Herriman, Utah 84096

With a copy to: John Brems  
2798 West Matterhorn Drive  
Taylorsville, Utah 84129

Either Party may change its address for notice by giving written notice to the other Party in accordance with the provisions of this Section.

10. General Term and Conditions.

a. Attorneys' Fees. In the event of any lawsuit between the Parties hereto arising out of or related to this Agreement, the prevailing Party or Parties shall be entitled in addition to the remedies and damages, if any, awarded in such proceeding, to recover its or their costs and reasonable attorneys' fees.

b. Integration. This Agreement, together with the Exhibits hereto, integrates all of the terms and conditions pertaining to the subject matter hereof and supersedes all prior negotiations, representations, promises, inducements or previous agreements between the Parties, whether oral or written with respect to the subject matter hereof. Any amendments hereto must be in writing and signed by the Parties hereto.

c. Headings. The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

d. 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.

e. Non Liability of City Officials and Employees. No officer, representative, consultant, attorney, agent or employee of the City shall be personally liable to Owner, or any successor in interest or assignee of Owner, for any default or breach by the City, or for any amount which may become due to Owner, or its successors or assignees, or for any obligation arising under the terms of this Agreement. Nothing herein will release any person from personal liability for their own individual acts or omissions.

f. No Third Party Rights. The obligations of Owner set forth herein shall not create any rights in and/or obligations to any persons or parties other than the City, and any Permitted Transferees (as defined below).

g. Further Documentation. This Agreement is entered into by the Parties with the recognition and anticipation that subsequent agreements implementing and carrying out the provisions of this Agreement may be necessary. The Parties agree to negotiate in good faith with respect to all such future agreements.

h. Relationship of Parties. This Agreement does not create any joint venture, partnership, undertaking, or business arrangement between the City and Owner.

i. Performance. Each Party, person and/or entity governed by this Agreement shall perform its respective obligations under this Agreement in a manner that will not unreasonably or materially delay, disrupt or inconvenience any other Party, person and/or entity governed by this Agreement or the development of any portion of the Property.

j. Applicable Law. This Agreement is entered into under and pursuant to and is to be construed and enforceable in accordance with the laws of the State of Utah.

k. Construction. This Agreement has been reviewed and revised by legal counsel for both the City and Owner, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

l. Consents and Approvals. Except as expressly stated in this Agreement, the consent, approval, permit, license or other authorization of any Party under this Agreement shall be given in a prompt and timely manner and shall not be unreasonably withheld, conditioned or delayed.

m. Approval and Authority to Execute. Each of the Parties represents and warrants as of the date this Agreement is executed that it/he/she has all requisite power and authority to execute and deliver this Agreement, being fully authorized so to do and that this Agreement constitutes a valid and binding agreement.

11. Owner's Assignment of the Ownership of Any Portion of the Property.

a. Sale or Assignment Permitted. Owner may assign, transfer and convey its rights and obligations under this Agreement in whole or in part upon written notice to the City (each, a "Permitted Transferee"). In the event of a transfer or sale by Owner of less than all of the Property, Owner shall, nevertheless, retain exclusive control over the portions of the Property not sold or transferred, and the Permitted Transferee(s) shall have no right to control or object to any subsequent amendment of this Agreement, and Owner may make any modifications thereto without notice to, or the consent of, any such transferee(s).

b. No Transfer of City Obligations. The City shall not have the right to convey, assign or be released from its obligations under this Agreement.

c. Transfer of Assets; Continuing Obligation. If Owner sells or transfers all or any portion of the Property, then (i) the City shall require the Permitted Transferee to assume Owner's obligations under this Agreement; and (ii) the City shall be named as third party beneficiary of (and shall be permitted to enforce directly against the purchaser) such assumed obligations.

12. No Waiver. Any Party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the Party intended to be benefited by the provisions, and a waiver by a party of a breach hereunder by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

13. Severability. If any portion of this Agreement is held to be unenforceable for any reason, the remaining provisions shall continue in full force and effect.

14. Force Majeure. Any prevention, delay or stoppage of the performance of any

obligation under this Agreement which is due to strikes, labor disputes, inability to obtain materials, equipment or reasonable substitutes therefore; acts of nature; or casualties or other causes beyond the reasonable anticipation and control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

15. Amendment. This Agreement may be amended only in writing signed by the Parties hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

**CITY:**

HERRIMAN CITY

---

Carmen Freeman, Mayor

**ATTEST:**

---

Jackie Nostrom, City Recorder

**OWNER:**

---

Chris Losee

**CITY ACKNOWLEDGMENT**

On the \_\_\_\_ day of \_\_\_\_\_, 2016, personally appeared before by \_\_\_\_\_, who being duly sworn, did say that he is the \_\_\_\_\_ of Herriman City, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said \_\_\_\_\_ acknowledged to me that the City extended the same.

Notary Public

\_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Residing at: \_\_\_\_\_

**OWNER ACKNOWLEDGMENT**

STATE OF UTAH            )  
  :SS  
COUNTY OF SALT LAKE )

On the \_\_\_\_ day of \_\_\_\_\_, 2016, personally appeared before me Chris Losee who executed the same.

Notary Public

\_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Residing at: \_\_\_\_\_

**EXHIBIT A**

Legal Description of the Property

[Note: Our surveyor will provide.]

**EXHIBIT B**

Legal Description of the Road and Road Diagram

[Need to Insert Legal Description]

Road Diagram

[Attached]



**EXHIBIT C**

Legal Description of the Slope Easement Area

[Note: Need to revise to 10']

**EXHIBIT D**

Legal Description of Construction Easement Area

[The Construction Easement Area is an area 100' feet wide on the side of the Road]

**EXHIBIT E**

Infrastructure Easement

[Attached]

When recorded, mail to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**GRANT OF EASEMENT FOR  
PUBLIC WATER LINE & STORM WATER FACILITIES**

CHRIS LOSEE (“Grantor”), whose address is 3159 South 0 East, Roosevelt, Utah 84066, hereby grants and conveys to **Herriman City**, a Utah municipality, whose address is 13011 South Pioneer Street, Herriman, Utah 84096 (“Grantee”), for good and valuable consideration, a receipt and adequacy of which is hereby acknowledged, a permanent and perpetual nonexclusive permanent easement and right-of-way for use by Grantee’s employees, and any and all agents, contractors or other third-parties acting on behalf of the Grantee for purpose of constructing, operating, maintaining, modifying, removing, augmenting, and/or replacing water line facilities, storm drain facilities and related improvements or appurtenances upon, over, under, and across Grantor’s real property, more particularly described as follows (the “Property”):

See attached exhibit “A.”

Such storm drain facilities will not include any retention or detention basins on the Property. This easement shall not restrict Grantor’s use of the Property so long as Grantor’s use of the Property does not have a material adverse effect on Grantee’s rights hereunder. Grantee shall indemnify, defend and hold Grantor harmless from any losses, costs or damage arising from Grantee’s rights hereunder, or for any damage Grantee causes to the Property.

IN WITNESS WHEREOF, Grantor has executed this Grant of Easement for Public Water Line and Storm Water Facilities this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**GRANTOR:**

\_\_\_\_\_  
Chris Losee

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

On the \_\_\_ day of \_\_\_\_\_, 2016, personally appeared before me Chris Losee who executed the same.

Notary Public

My Commission Expires:

Exhibit A

(Legal to be inserted)

[The easement area is the area of the Road]

**EXHIBIT F**

Access Easement

When recorded, mail to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TEMPORARY ACCESS EASEMENT**

CHRIS LOSEE (“Grantor”), whose address is 3159 South 0 East, Roosevelt, Utah 84066, hereby grants and conveys to Herriman City, a Utah municipality, whose address is 13011 South Pioneer Street, Herriman, Utah 84096 (“Grantee”), for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, a temporary nonexclusive access easement and right-of-way for use by Grantee’s employees, and any and all agents, contractors or other third-parties acting on behalf of the Grantee for purpose of accessing and servicing, constructing, operating, maintaining, modifying, removing, augmenting, and/or replacing a pump station on adjacent property upon, over, and across Grantor’s real property, more particularly described as follows (the “Property”):

See attached exhibit “A.”

Grantee shall indemnify, defend and hold Grantor harmless from any losses, costs or damage arising from Grantee’s rights hereunder, or for any damage Grantee causes to the Property. This Temporary Easement shall automatically terminate and expire and be of no further force and effect on January 1, 2018; provided, however, that Grantee’s indemnification obligations shall survive the expiration and termination of this easement.

IN WITNESS WHEREOF, Grantor has executed this Temporary Access Easement this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**GRANTOR:**

\_\_\_\_\_  
Chris Losee

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

On the \_\_\_ day of \_\_\_\_\_, 2016, personally appeared before Chris Losee who executed the same.

Notary Public

My Commission Expires:

Exhibit A

(Legal to be inserted)





## STAFF REPORT

**DATE:** 05/09/2016

**TO:** The Honorable Mayor and City Council

**FROM:** Justun Edwards Water Department Director

**SUBJECT:** Griffis Development Agreement

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**RECOMMENDATION:**

Staff recommends approval

**BACKGROUND:**

Mart T. and Tina A. Griffis are the owners of approximately 2.56 acres of real property which they anticipate developing as part of a retail or commercial project. The City desires to construct a public road through the property. This agreement is intended to establish the rights and obligations of the project.

**DISCUSSION:**

The property is currently zoned A-1, to develop the property as retail or commercial, the property owner desires to rezone property to C-2, which City staff supports. The property owner agrees to deed to City, the property needed for the public road, if commercial zoning is approved. The agreement if approved, would grant to city, sufficient right of way to construct the public road which includes 33' road right of way, slope easements, and construction easements. Sole cost and expense for road improvements shall be borne by City. City reserves the right to collect its customary impact fees in connection with the development of the property. Additionally, the agreement grants temporary access through property to adjacent properties, to allow City and its agents to begin construction of the water pump station and related improvements.

**ALTERNATIVES:**

Unknown

**FISCAL IMPACT:**

Anticipated road construction cost \$2,000,000 which may be reimbursed with impact fees

**HERRIMAN, UTAH**  
**RESOLUTION NO. .**

**A RESOLUTION OF THE CITY COUNCIL OF HERRIMAN  
APPROVING A DEVELOPMENT AGREEMENT FOR GRIFFIS**

**WHEREAS**, the Herriman City Council (“*Council*”) met in regular meeting on May \_\_, 2016 to consider, among other things, approving a Development Agreement for Butterfield; and

**WHEREAS**, the Utah Code Ann. § 10-9a-102 authorizes, among other things, that the City may enter into development agreements; and

**WHEREAS**, staff has presented to the Council a development agreement for Griffis (“Development Agreement”); and

**WHEREAS**, Council has reviewed the Development Agreement and hereby find that it is in the best interests of the both parties to enter into the Development Agreement; and

**NOW, THEREFORE, BE IT RESOLVED** that the Development Agreement is approved, and the mayor and recorder are hereby authorized and directed to execute and deliver the same.

This resolution, assigned no. \_\_, shall take effect immediately upon passage and acceptance as provided herein.

**PASSED AND APPROVED** by the Council of Herriman, Utah, this \_\_ day of May 2016.

**HERRIMAN**

\_\_\_\_\_  
**Mayor Carmen Freeman**

**ATTEST:**

\_\_\_\_\_  
**Jackie Nostrom** City Recorder

## **AGREEMENT**

THIS AGREEMENT (“Agreement”) is made and entered as of the \_\_\_\_ day of \_\_\_\_\_, 2016 (the “Effective Date”), by and between HERRIMAN CITY, a Utah municipal corporation (the “City”), and MARTY T. GRIFFIS AND TINA A. GRIFFIS (collectively, the “Owner”). City and Owner are hereinafter collectively referred to individually, as a “Party” and collectively, as “Parties.”

### **RECITALS**

A. Owner owns approximately 2.56 acres of undeveloped real property located within the city limits of Herriman City at approximately 15102 South 3200 West, which is Assessor’s Parcel Number 33-17-200-012-0000 (the “Property”).

B. The Property is more particularly described on Exhibit A attached hereto and incorporated herein by reference.

C. Owner anticipates the Property will be developed as a part of a retail or commercial project.

D. The City desires to construct a public road through the Property.

E. As part of the construction of the public road the City will construct certain enhancements.

F. This Agreement is not intended to and does not affect or in any way bind or supersede the independent exercise of legislative discretion by the City Council in deciding whether to approve or deny the application for the rezoning of the Property.

G. The Parties understand and intend that this Agreement is a “development agreement” within the meaning of, and entered pursuant to, Utah Code Ann. § 10-9a-102.

H. The City and Owner intend to enter into this Agreement for the purpose of establishing certain rights and obligations with regard to the Property.

### **AGREEMENT**

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 Owner hereby agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated into this Agreement, as a substantive part hereof.

2. Approval for Commercial Zoning. The Property presently is zoned A-1. Owner desires to rezone the Property as C-2 (“Rezone”). City staff agrees to support the change in zoning from A-1 to C-2.

3. Property for Road.

a. Conveyance of Road Property. Upon the City's approval of the Rezone the Owner shall promptly convey to the City by special warranty deed, for no monetary consideration and free of all financial liens and financial encumbrances, a portion of the Property (the "Road Property") for a section of a public road to be known as 15000 South (the "Road"). The portion of the Property to be conveyed by the Owner for the Road Property is a 33' wide strip of land. The Owner's conveyance of the Road Property shall be subject to easements for sewer lines and other utilities. The location of the proposed Road Property, and the preliminary design of the Road are set forth in the diagram attached hereto as Exhibit B and incorporated herein by reference (the "Road Diagram").

b. Slope Easement. If a slope easement is needed, as part of the conveyance of the Road Property the Owner shall grant and convey to the City, a perpetual, non-exclusive easement over, across and under the portion of the Property more particularly described on Exhibit C attached hereto and incorporated herein by reference (the "Slope Easement Property") for the City's construction and installation of a block retaining wall and related improvements (the "Slope Easement"). The Slope Easement Property shall be a 10' wide strip of land on the side Road Property. The Slope Easement shall be evidenced by a written instrument in recordable form.

c. Construction Easement. As part of the conveyance of the Road Property the Owner shall grant and convey to the City a temporary, non-exclusive easement over, across and under the portion of the Property more particularly described on Exhibit D attached hereto and incorporated herein by reference (the "Construction Easement Property") for the City's construction and installation of the Road, block retaining wall and related improvements (the "Construction Easement"). This Construction Easement shall expire upon the earlier of (i) the City's completion of construction of the Road, or (ii) December 31, 2018. The Construction Easement shall be evidenced by a written instrument in recordable form.

4. Rezone. If the City Council approves the Rezone of the Property, then Owner shall convey the Road Property, the Slope Easement and the Construction Easement to the City as provided above.

5. Enhanced Road Provisions. If a retaining wall is needed and the Owner conveys the Road Property as provided above, then City shall as part of the construction of the Road construct a block retaining wall using Redi-Rock 41" block or a similar substitute no greater than 10' from the edge of the Road, that shall run the entire length of the Road from the west boundary line of the Property to the east boundary line of the Property. The improvements described in this Section are referred to herein as the "Enhanced Road Improvements."

6. Easement. In order to permit the City to timely proceed with the construction of the Road, a pump house on adjacent property, and related improvements the Owner hereby grants to the City a temporary easement to begin certain infrastructure improvements on a portion of the Road Property and access to construct a pump house on adjacent property in the forms attached hereto as Exhibit E and F and incorporated herein by reference.

7. No Special Assessments. The City shall not impose any special assessments or other or assessments or taxes on the Property to pay for the Road and the Enhanced Road Improvements contemplated by this Agreement. The parties understand that the City is completing the Road and the Enhanced Road Improvements at the City's sole cost and expense. However, the City reserves the right to collect its customary impact fees in connection with the development of the Property.

8. Default. An "Event of Default" shall occur under this Agreement if any party fails to perform its obligations hereunder where those obligations are due and the defaulting party has not performed the delinquent obligations within thirty (30) days following delivery to the delinquent party of written notice of such delinquency. Notwithstanding the foregoing, if the default cannot reasonably be cured within that 30-day period, a party shall not be in default so long as that party commences to cure the default within that 30-day period and diligently continues such cure in good faith until complete. Notwithstanding the foregoing, any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes; labor disputes; inability to obtain labor, materials, equipment or reasonable substitutes therefore; acts of nature; governmental restrictions, regulations or controls; judicial orders; enemy or hostile government actions; war; civil commotions; fires or other casualties or other causes beyond the reasonable control of the party obligated to perform hereunder shall excuse performance of the obligation by that party for a period equal to the duration of that prevention, delay or stoppage. Upon the occurrence of an Event of Default, no Party shall be entitled to any claim for any monetary damages as a result of any breach of this Agreement and each Party waives any claims thereto. The sole remedy available to the Owner shall be that of specific performance.

9. Notices. Any notices, request and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the Party for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, to such Party at its address shown below:

To the Owner: Marty T. Griffis and Tina A. Griffis  
2296 Saddleback View Circle  
Riverton, Utah 84065

To the City: Herriman City  
Attention: City Manager  
13011 South Pioneer Street  
Herriman, Utah 84096

With a copy to: John Brems  
2798 West Matterhorn Drive  
Taylorsville, Utah 84129

Either Party may change its address for notice by giving written notice to the other Party in accordance with the provisions of this Section.

10. General Term and Conditions.

a. Attorneys' Fees. In the event of any lawsuit between the Parties hereto arising out of or related to this Agreement, the prevailing Party or Parties shall be entitled in addition to the remedies and damages, if any, awarded in such proceeding, to recover its or their costs and reasonable attorneys' fees.

b. Integration. This Agreement, together with the Exhibits hereto, integrates all of the terms and conditions pertaining to the subject matter hereof and supersedes all prior negotiations, representations, promises, inducements or previous agreements between the Parties, whether oral or written with respect to the subject matter hereof. Any amendments hereto must be in writing and signed by the Parties hereto.

c. Headings. The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

d. 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.

e. Non Liability of City Officials and Employees. No officer, representative, consultant, attorney, agent or employee of the City shall be personally liable to Owner, or any successor in interest or assignee of Owner, for any default or breach by the City, or for any amount which may become due to Owner, or its successors or assignees, or for any obligation arising under the terms of this Agreement. Nothing herein will release any person from personal liability for their own individual acts or omissions.

f. No Third Party Rights. The obligations of Owner set forth herein shall not create any rights in and/or obligations to any persons or parties other than the City, and any Permitted Transferees (as defined below).

g. Further Documentation. This Agreement is entered into by the Parties with the recognition and anticipation that subsequent agreements implementing and carrying out the provisions of this Agreement may be necessary. The Parties agree to negotiate in good faith with respect to all such future agreements.

h. Relationship of Parties. This Agreement does not create any joint venture, partnership, undertaking, or business arrangement between the City and Owner.

i. Performance. Each Party, person and/or entity governed by this Agreement shall perform its respective obligations under this Agreement in a manner that will not unreasonably or materially delay, disrupt or inconvenience any other Party, person and/or entity governed by this Agreement or the development of any portion of the Property.

j. Applicable Law. This Agreement is entered into under and pursuant to and is to be construed and enforceable in accordance with the laws of the State of Utah.

k. Construction. This Agreement has been reviewed and revised by legal

counsel for both the City and Owner, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

l. Consents and Approvals. Except as expressly stated in this Agreement, the consent, approval, permit, license or other authorization of any Party under this Agreement shall be given in a prompt and timely manner and shall not be unreasonably withheld, conditioned or delayed.

m. Approval and Authority to Execute. Each of the Parties represents and warrants as of the date this Agreement is executed that it/he/she has all requisite power and authority to execute and deliver this Agreement, being fully authorized so to do and that this Agreement constitutes a valid and binding agreement.

11. Owner's Assignment of the Ownership of Any Portion of the Property.

a. Sale or Assignment Permitted. Owner may assign, transfer and convey its rights and obligations under this Agreement in whole or in part upon written notice to the City (each, a "Permitted Transferee"). In the event of a transfer or sale by Owner of less than all of the Property, Owner shall, nevertheless, retain exclusive control over the portions of the Property not sold or transferred, and the Permitted Transferee(s) shall have no right to control or object to any subsequent amendment of this Agreement, and Owner may make any modifications thereto without notice to, or the consent of, any such transferee(s).

b. No Transfer of City Obligations. The City shall not have the right to convey, assign or be released from its obligations under this Agreement.

c. Transfer of Assets; Continuing Obligation. If Owner sells or transfers all or any portion of the Property, then (i) the City shall require the Permitted Transferee to assume Owner's obligations under this Agreement; and (ii) the City shall be named as third party beneficiary of (and shall be permitted to enforce directly against the purchaser) such assumed obligations.

12. No Waiver. Any Party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the Party intended to be benefited by the provisions, and a waiver by a party of a breach hereunder by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

13. Severability. If any portion of this Agreement is held to be unenforceable for any reason, the remaining provisions shall continue in full force and effect.

14. Force Majeure. Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain materials, equipment or reasonable substitutes therefore; acts of nature; or casualties or other causes beyond the reasonable anticipation and control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

15. Amendment. This Agreement may be amended only in writing signed by the Parties hereto.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

**CITY:**

HERRIMAN CITY

---

Carmen Freeman, Mayor

**ATTEST:**

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Jackie Nostrom, City Recorder

**OWNER:**

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Marty T. Griffis

---

Tina A Griffis

**CITY ACKNOWLEDGMENT**

On the \_\_\_\_ day of \_\_\_\_\_, 2016, personally appeared before by \_\_\_\_\_, who being duly sworn, did say that he is the \_\_\_\_\_ of Herriman City, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said \_\_\_\_\_ acknowledged to me that the City extended the same.

Notary Public

\_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Residing at: \_\_\_\_\_

**OWNER ACKNOWLEDGMENT**

STATE OF UTAH                    )  
  :SS  
COUNTY OF SALT LAKE    )

On the \_\_\_\_ day of \_\_\_\_\_, 2016, personally appeared before me Marty A. Griffis and Tina A. Griffis who executed the same.

Notary Public

\_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Residing at: \_\_\_\_\_

**EXHIBIT A**

Legal Description of the Property

[Note: Our surveyor will provide.]

**EXHIBIT B**

Legal Description of the Road and Road Diagram

[Need to Insert Legal Description]

Road Diagram

[Attached]

**EXHIBIT C**

Legal Description of the Slope Easement Area

[Note: Need to revise to 10']

**EXHIBIT D**

Legal Description of Construction Easement Area

[The Construction Easement Area is an area 100' feet wide on the side of the Road]

**EXHIBIT E**

Infrastructure Easement

[Attached]

When recorded, mail to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**GRANT OF EASEMENT FOR  
PUBLIC WATER LINE & STORM WATER FACILITIES**

MARTY T. GRIFFIS AND TINA A. GRIFFIS (collectively, “Grantor”), whose address is 2296 Saddleback View Circle, Riverton, Utah 84065, hereby grants and conveys to **Herriman City**, a Utah municipality, whose address is 13011 South Pioneer Street, Herriman, Utah 84096 (“Grantee”), for good and valuable consideration, a receipt and adequacy of which is hereby acknowledged, a permanent and perpetual nonexclusive permanent easement and right-of-way for use by Grantee’s employees, and any and all agents, contractors or other third-parties acting on behalf of the Grantee for purpose of constructing, operating, maintaining, modifying, removing, augmenting, and/or replacing water line facilities, storm drain facilities and related improvements or appurtenances upon, over, under, and across Grantor’s real property, more particularly described as follows (the “Property”):

See attached exhibit “A.”

Such storm drain facilities will not include any retention or detention basins on the Property. This easement shall not restrict Grantor’s use of the Property so long as Grantor’s use of the Property does not have a material adverse effect on Grantee’s rights hereunder. Grantee shall indemnify, defend and hold Grantor harmless from any losses, costs or damage arising from Grantee’s rights hereunder, or for any damage Grantee causes to the Property.

IN WITNESS WHEREOF, Grantor has executed this Grant of Easement for Public Water Line and Storm Water Facilities this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**GRANTOR:**

\_\_\_\_\_  
Marty T. Griffis

\_\_\_\_\_  
Tina A. Griffis

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

On the \_\_\_ day of \_\_\_\_\_, 2016, personally appeared before me Marty T. Griffis and Tina A. Griffis who executed the same.

Notary Public

My Commission Expires:



Exhibit A

(Legal to be inserted)

[The easement area is the area of the Road]

**EXHIBIT F**

Access Easement

When recorded, mail to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TEMPORARY ACCESS EASEMENT**

MARTY T. GRIFFIS AND TINA A. GRIFFIS (collectively, “Grantor”), whose address is 2296 Saddleback View Circle, Riverton, Utah 84065, hereby grants and conveys to Herriman City, a Utah municipality, whose address is 13011 South Pioneer Street, Herriman, Utah 84096 (“Grantee”), for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, a temporary nonexclusive access easement and right-of-way for use by Grantee’s employees, and any and all agents, contractors or other third-parties acting on behalf of the Grantee for purpose of accessing and servicing, constructing, operating, maintaining, modifying, removing, augmenting, and/or replacing a pump station on adjacent property upon, over, and across Grantor’s real property, more particularly described as follows (the “Property”):

See attached exhibit “A.”

Grantee shall indemnify, defend and hold Grantor harmless from any losses, costs or damage arising from Grantee’s rights hereunder, or for any damage Grantee causes to the Property. This Temporary Easement shall automatically terminate and expire and be of no further force and effect on January 1, 2018; provided, however, that Grantee’s indemnification obligations shall survive the expiration and termination of this easement.

IN WITNESS WHEREOF, Grantor has executed this Temporary Access Easement this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**GRANTOR:**

\_\_\_\_\_  
Marty T. Griffis

\_\_\_\_\_  
Tina A. Griffis

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

On the \_\_\_ day of \_\_\_\_\_, 2016, personally appeared before Marty T. Griffis and Tina A. Griffis who executed the same.

Notary Public

My Commission Expires:

Exhibit A

(Legal to be inserted)