



## CITY COUNCIL AGENDA

**Wednesday, August 28, 2024**

NOTICE IS HEREBY GIVEN that the Herriman City Council shall assemble for a meeting in the City Council Chambers, located at  
5355 WEST HERRIMAN MAIN STREET, HERRIMAN, UTAH

### **5:30 PM – WORK MEETING: (Fort Herriman Conference Room)**

#### **1. Council Business**

- 1.1. Review of this Evening's Agenda
- 1.2. Future Agenda Items
- 1.3. Discussion of future citizen recognitions

#### **2. Administrative Reports**

- 2.1. Comprehensive Emergency Management Plan “CEMP” – Brent Adamson, HPD Operations Commander
- 2.2. Discussion of the proposed Community Room Rental Policy – Monte Johnson, Director of Operations
- 2.3. Discussion of proposed amendments to Title 10 of the Herriman City Code to regulate the outdoor storage of recreational and accessory vehicles on private property (File No. Z2023-071) – Clint Spencer, Planning Manager

2.4. High Speed Internet Task Force Update – Blake Thomas, Community Development Director

**3. Adjournment**

**7:00 PM – GENERAL MEETING:**

**4. Call to Order**

4.1. Invocation/Thought/Reading and Pledge of Allegiance

4.2. City Council Comments and Recognitions

**5. Public Comment**

Audience members may bring any item within the City’s purview to the City Council’s attention. Comments will be limited to two minutes. State Law prohibits the Council from acting on items that do not appear on the agenda. Public comments for this meeting will also be conducted electronically. Any person interested in addressing the Council may submit a comment by emailing [recorder@herriman.org](mailto:recorder@herriman.org) or by visiting [Herriman.org/agendas-and-minutes](http://Herriman.org/agendas-and-minutes), where there is a link to fill out an online public comment form. Your statement will be incorporated into the public record.

**6. City Council Reports**

6.1. Councilmember Jared Henderson

6.2. Councilmember Teddy Hodges

6.3. Councilmember Sherrie Ohrn

6.4. Councilmember Steven Shields

**7. Mayor Report**

**8. Reports, Presentations and Appointments**

8.1. National Parks and Recreation Month Photo Contest Winners – Wendy Thomas, Assistant City Manager



## **9. Consent Agenda**

- 9.1. Approval of the June 12, 2024 City Council meeting minutes
- 9.2. 2024 Asphalt Preservation Project #2
- 9.3. Review and Approval of the July 2024 Financial Summary – Amy Stanger, Senior Accountant
- 9.4. Resolution to reappoint Adam Jacobson as a Regular Member of the Herriman City Planning Commission for an additional three-year term of service. – Michael Maloy, City Planner

## **10. Discussion and Action Items**

- 10.1. Discussion and consideration of a request to amend Herriman City's Official Zoning Map from A-1-43 Single Family Agricultural Zone to R-1-10 Single Family Residential Zone for ±0.81 of property located at 13333 S Rose Canyon Road. (File No. Z2024-067) – Michael Maloy, City Planner
- 10.2. Discussion and consideration of a request to amend the Mountainview Plaza Master Development Agreement for ±6.00 acres located at 12252 S Herriman Main Street in the C-2 Commercial Zone (File No. M2024-037) – Clinton Spencer, Planning Manager
- 10.3. Discussion and consideration of a Resolution giving Notice of Pending Ordinance to make changes in HCC § 10-3-6 (Land Use Definitions) and § 10-16-1 (Table of Uses) relating to tobacco establishments and sales – Todd Sheeran, City Attorney

## **11. Future Meetings**

- 11.1. Next Planning Meeting: September 4, 2024
- 11.2. Next City Council Meeting: September 11, 2024

## **12. Events**

12.1. Senior Bingo: August 29, 2024; City Hall 10:00 a.m. RSVP Required

12.2. Labor Day: September 2, 2024; City Offices Closed

12.3. Hungry Herriman and Farmer's Market: September 2, 2024 and September 9, 2024; Crane Park 5:00 p.m.

### **13. Closed Session**

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

### **14. Adjournment**

### **15. 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. Request assistance by contacting Herriman City at (801) 446-5323 and 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.

PUBLIC COMMENT POLICY AND PROCEDURE: The purpose of public comment is to allow citizens to address items on the agenda. 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.

I, Jackie Nostrom, certify the foregoing agenda was emailed to at least one newspaper of general circulation within the geographic jurisdiction of the public body, at the principal office of the public body, on the Utah State Public Notice website [www.utah.gov/pmn/index.html](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 . /s/ Jackie Nostrom, City Recorder



## STAFF REPORT

**DATE:** August 08, 2024

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

**FROM:** Brent Adamson

**SUBJECT:** Comprehensive Emergency Management Plan “CEMP”

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**RECOMMENDATION:**

Staff recommends formal adoption of the Comprehensive Emergency Management Plan at a future meeting.

**ISSUE BEFORE COUNCIL:**

This document is being submitted to you for review and to give you an opportunity to ask any questions before it is submitted for formal adoption.

**DISCUSSION:**

The Comprehensive Emergency Management Plan is a joint project with Salt Lake County Emergency Management and all of the other municipalities in Salt Lake County. It is a comprehensive plan designed to provide pre-planning, preparation and guidance to city staff in the event of an emergency. By design it was set up with all municipalities in Salt Lake County to give a structured response that naturally links city to city, city to county, and county to state responses seamlessly as an event dictates.

**ALTERNATIVES:**

Any amendments prior to adoption



# **Herriman City Comprehensive Emergency Management Plan**

Base Plan | July 2024

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# 1. EXECUTIVE SUMMARY

Herriman City Comprehensive Emergency Management Plan (CEMP) establishes the framework through which **Herriman City** will respond to, recover from, prepare for, and mitigate against all hazards that threaten **Herriman City**. Local government has the primary responsibility of emergency management activities. When the emergency exceeds the local government's capabilities to respond, assistance will be requested from Salt Lake County, and then the State of Utah. The Federal Government will aid the State when appropriate. This plan is based upon the concept that the emergency functions for municipal departments, functions or groups will generally parallel their normal day-to-day functions. To the extent possible, the same personnel and material resources will be employed in both cases

Along with the Hazard Analysis, this plan is intended to be used as a guiding document when executing response or recovery operations during a disaster or emergency and to guide preparedness and mitigation operations.

The intended audience for the CEMP includes:

- Herriman City leadership
- **Herriman City** Emergency Management (EM) staff
- **Herriman City** staff expected to support response, recovery, preparedness, and mitigation operations
- **Herriman City**, County, State, federal, private-sector, and non-governmental organizations (NGO) that may support response, recovery, preparedness, and recovery operations

## Navigating the Comprehensive Emergency Management Plan

The following sections in the CEMP provide direction on emergency or disaster activation, response, recovery, preparedness, and mitigation procedures.

**Activation** occurs after identifying an occurring or imminent emergency or disaster incident. Operations in this section include:

- Assessing the scope and potential impacts of the emergency
- Convening the Policy Group and senior leadership to determine response priorities and next steps
- Activating the CEMP to facilitate response and recovery operations
- Determining which **Herriman City** facilities are activated to support response and recovery operations
- Staffing the **Emergency Operations Center (EOC)** to facilitate and support response and recovery operations

**Response** includes immediate operations following the identification of an occurring or imminent emergency or disaster to save lives and prevent further property damage.

Operations in this section include:

- Forming a common operating picture to ensure situational awareness among responding entities
- Developing and documenting incident priorities through the Incident Action Plan (IAP)
- Issuing and/or coordinating with the County for timely and accurate public warning and guidance to the community
- Implementing protective actions, such as evacuations and sheltering, to save lives and property
- Coordinating with non-Herriman City partners such as other municipalities, the County, and the State to support emergency or disaster response
- Documenting response operations to support audits, documentation policies, and transition to recovery operations

**Recovery** operations support returning the community to pre-emergency or disaster conditions. Operations in this section include:

- Transitioning from response to recovery operations
- Assessing recovery needs of the community to execute targeted recovery operations
- Initiating long-term recovery efforts to support the community returning to normal

**Preparedness** operations prepare for and mitigate the impacts of all hazards.

Operations in this section include:

- Developing planning documentation to formalize capabilities and procedures that prepare for and mitigate the impacts of emergencies and disasters
- Conducting mitigation planning to build resilience and identify mitigation actions to lessen the impacts of specific hazards
- Training and exercising on plans and procedures to support execution of response and recovery operations
- Involving the public in emergency management through outreach to increase community preparedness



## 2. PROMULGATION

Transmitted herewith is Herriman City’s Comprehensive Emergency Management Plan (CEMP). The CEMP was developed through the collaborative efforts of **Herriman City** Emergency Management (EM) and stakeholders from **Herriman City** departments, Salt Lake County Emergency Management, and the Utah Division of Emergency Management (DEM).

EM appreciates the cooperation and support from all stakeholders that contributed to the development of the CEMP. EM, **Herriman City** departments, and supporting County and State organizations listed in this plan will review the CEMP for accuracy on a periodic basis.

The CEMP and its supporting documents supersede any previous Emergency Management plan and have been approved for implementation by:

Name	Position	Date
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### 3. RECORD OF DISTRIBUTION

Table 1: Record of Distribution

[illegible]

#### 4. RECORD OF REVISION

Table 2: Record of Revision

[illegible]



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# 1. BASE PLAN INTRODUCTION

The Comprehensive Emergency Management Plan (CEMP) establishes the framework through which **Herriman City** will respond to, recover from, prepare for, and mitigate against all hazards that threaten **Herriman City**. It describes the comprehensive integration and coordination of all levels of municipal, County, State, and federal government, volunteer organizations, non-profit agencies, and the private sector.

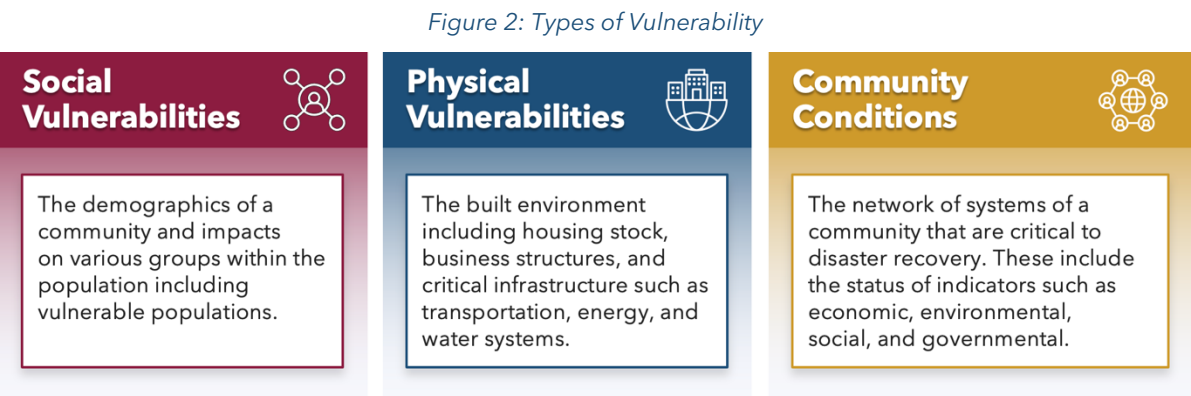
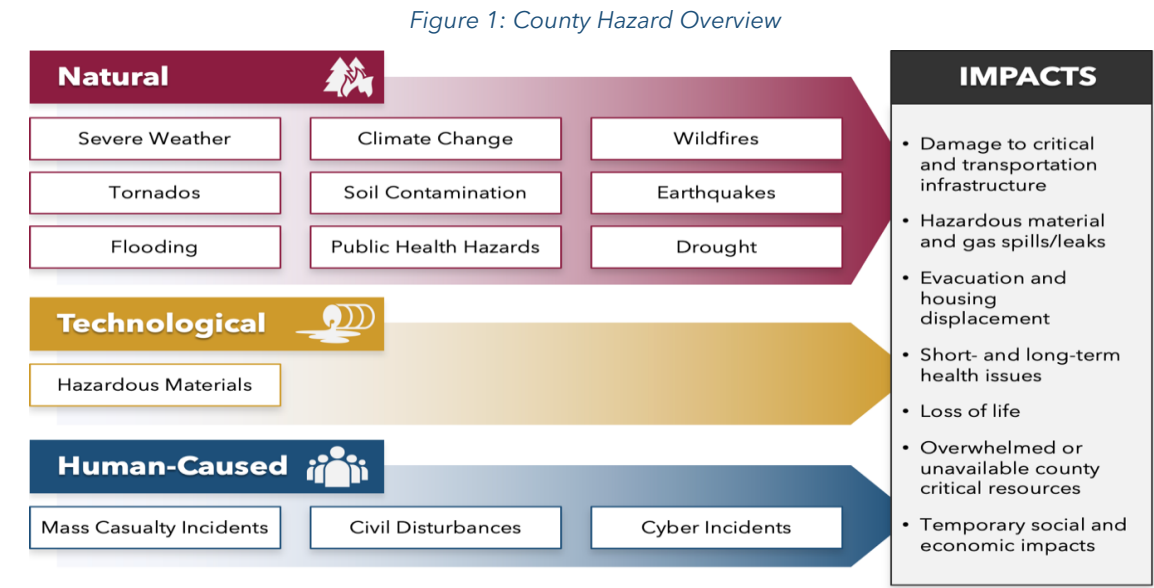
## 1.1 Purpose

The base plan provides a comprehensive overview of scalable command and control structures and operational procedures across all levels of government to respond to, recover from, prepare for, and mitigate against all hazards. The CEMP for **Herriman City** establishes a framework for an effective system of comprehensive emergency operations and management for the purpose of:

- Reducing the loss of life, injury, property damage and loss from natural or man-made emergencies.
- Preparing for prompt and efficient response activities to protect lives and property impacted by emergencies.
- Responding to emergencies with the effective use of all relevant plans and appropriate resources.
- Providing for the rapid and orderly implementation of recovery operations.
- Assisting in awareness, education, prevention, and mitigation of emergencies.

# 1.2 Hazard Overview

The Salt Lake County Hazard Mitigation Plan identifies the hazards that pose a risk to **Herriman City** and details their potential impacts. **Figure 1** provides an overview of those hazards.



# 2. ASSUMPTIONS

The following planning assumptions in Table 1 were considered in the development and execution of the base plan.

Table 3: Base Plan Assumptions

<b>Coordination Structures</b>	<ul style="list-style-type: none"> <li>● Municipal, County, State, and federal response organizations adopt NIMS as the integrated system to respond to and recover from incidents.</li> <li>● Emergency management coordination and resource allocation starts at the municipal level and extends to County, State, and federal resources as availability and capabilities are exhausted.</li> <li>● The Herriman City Emergency Operations Center (EOC) is staffed with representatives from municipal agencies and private organizations grouped under the <b>ESF</b> structure during response and the Recovery Support Function (RSF) structure during recovery.</li> </ul>
<b>Activation</b>	<ul style="list-style-type: none"> <li>● Some activation notifications and communications depend on availability of communications and energy infrastructure.</li> <li>● Damaged infrastructure impacts the speed at which municipal, special service district, County, State, and federal agencies can activate and deploy resources.</li> </ul>
<b>Response</b>	<ul style="list-style-type: none"> <li>● The Herriman City makes every reasonable effort to respond in the event of an emergency or disaster.</li> <li>● Time of occurrence, severity of impact, weather conditions, population density, building construction, and cascading events are significant factors that affect casualties and damage.</li> <li>● Emergency response capabilities are diminished due to damaged infrastructure and equipment or inaccessible locales.</li> <li>● Damages to infrastructure are likely to manifest in direct physical and economic damages to facilities and systems.</li> <li>● Disaster relief from agencies outside the Herriman City may take 96 hours or more to arrive.</li> </ul>
<b>Recovery</b>	<ul style="list-style-type: none"> <li>● Recovery of losses or reimbursements of costs from federal assistance requires preparation and compliance with federal statutes and regulations.</li> <li>● The economic and physical limitations of recovery operations may result in temporary or protracted interruptions to services.</li> </ul>
<b>Preparedness and Mitigation</b>	<ul style="list-style-type: none"> <li>● Effective preparedness requires ongoing public community awareness and education programs so that citizens are prepared and understand their responsibilities should a major disaster or emergency occur.</li> <li>● Residents living within Herriman City boundaries are expected to maintain essential supplies to be self-sufficient for a minimum of 96 hours and up to two weeks following the initial impacts of an emergency or disaster.</li> <li>● Effective mitigation may prevent certain hazards or incidents from occurring. For hazards or incidents that cannot be prevented, effective mitigation may reduce their impacts.</li> </ul>

## 2.1 Activation

Effective and timely life and property saving operations often depend on prompt identification and activation of resources during a disaster or emergency. This section provides an overview of operations that occur after identifying an occurring or imminent emergency or disaster incident.

Figure 3: Activation Phase Overview

ACTIVATION PHASE

Assess the Emergency	Convene Policy Group and Senior Leadership	Determine if CEMPT Activation is Required	Determine Which Emergency Facilities to Use	Staff the ECC/EOC
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Key Activities

- EM and first responders assess potential or actual emergencies to determine whether the CEMP should be activated, in coordination with the Policy Group.
- EM, first responders, the Policy Group, and the **City Manager**, determine which emergency management facilities should be used to support response.
- EM determines which organizational structures and staff need to be mobilized to support activated facilities.
- EM notifies personnel they have been activated to support response.

2.1.1 Assess the Emergency

Municipal first responders are often the first agency to identify an imminent or potential emergency or disaster. Responding agencies on-scene utilize coordination structures defined in NIMS to respond to and assess the scope or potential impacts of the incident. Considerations when assessing the scope or potential impacts include:

- Potential for loss of life or injury
- Potential damage to property, roads, electricity, water, and other infrastructure
- Amount of time before incident impact
- Potential economic disruption

Following an initial assessment, responding jurisdictions or first responders determine actions, including activation of resources, plans, communication, scaling up response operations, and coordinating with municipal emergency management and Salt Lake County EM as needed.

2.1.2 Convene Policy Group and Senior Leadership

Responding agencies use established communications channels to notify senior decision-makers, such as Herriman City Emergency Manager, Herriman City Manager, and the Policy Group, of imminent or occurring emergencies or disasters. These channels include:



- Emergency dispatch
- Field observation
- **EOC** Planning and Intelligence Section
- Alerts from neighboring jurisdictions
- Everbridge Command notifications (city senior leadership).

### 2.1.3 Determine Whether Comprehensive Emergency Management Plan Activation is Required

Upon identification or warning of an incident, the following senior decision-makers have the authority to activate the CEMP:

- **City Manager** or designee

Senior leadership considers the initial assessment from first responders to determine if the CEMP and operations within should be activated. Once the CEMP has been activated, relevant municipal and County agencies and partners are notified to implement the subsequent sections of this plan.

#### Warn the Community About Imminent Threats

If an emergency or disaster poses an immediate risk to the community, first responder agencies, in coordination with local Public Information Officers (PIO's) and EM's provide alert and warnings to the community and implement protective actions as rapidly as possible. If needed, local jurisdictions should coordinate with SLCo EM PIO for iPAWS messaging.

#### 2.1.3.1 Determine Which Emergency Facilities to Use

##### Decide Which Facilities are Necessary to Support Response

Following the activation of the CEMP, Herriman City Emergency Manager coordinates with **City Manager**, the Policy Group, first responding agencies, and other **Herriman City** leadership. Together, they determine which emergency management facilities to activate.

#### 2.1.3.2 Staff the Municipal [Emergency Operations Center (EOC)]

When an event requires **EOC** activation, Herriman City Emergency Manager determines which **EOC** sections, branches, positions, and **ESF** are activated or deactivated depending on the emergency or disaster's scope and size.

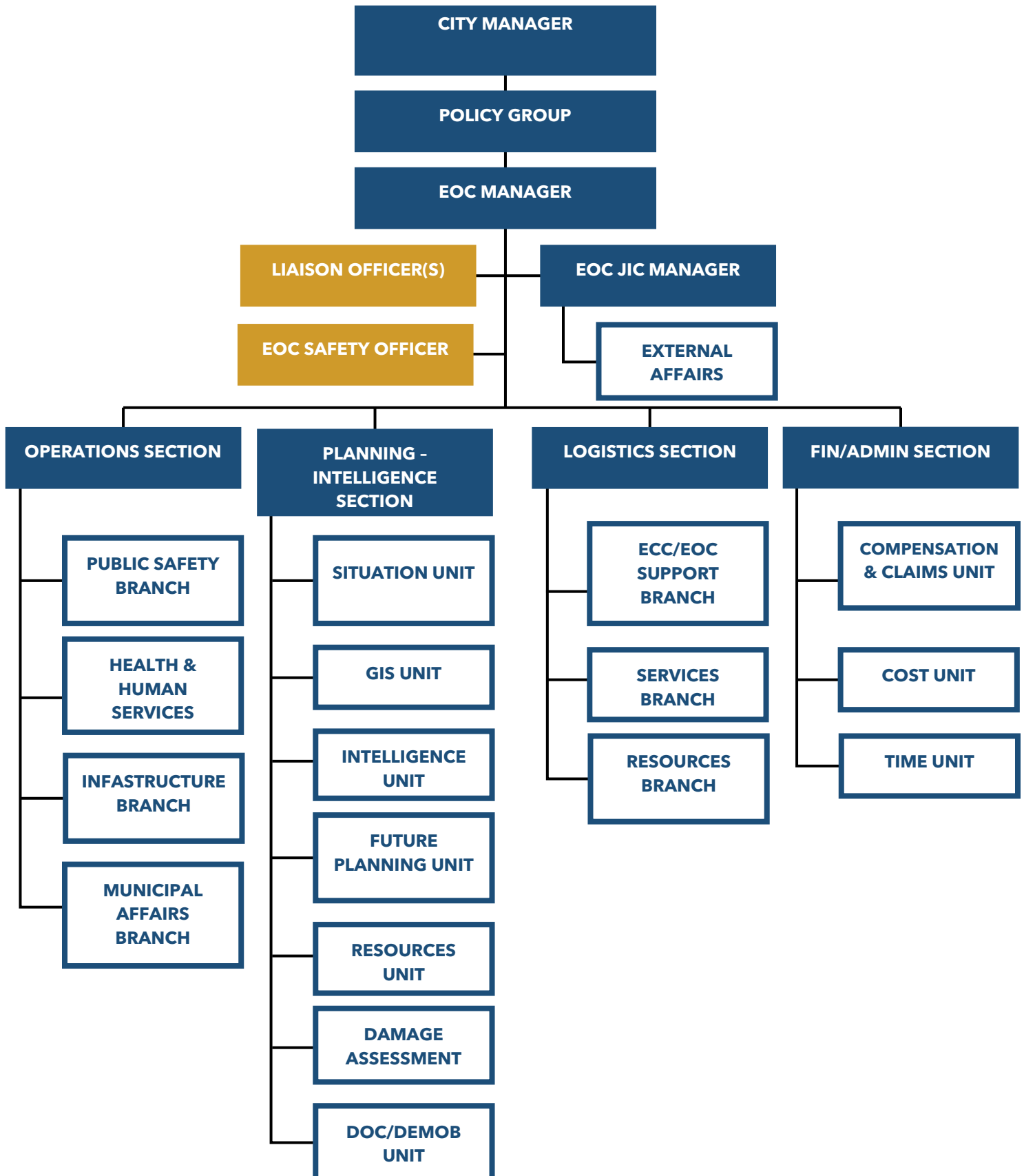
The **EOC** uses an **ICS** structure to respond to incidents and is organized by:

- **Sections** that group the operations of the four core functions of the **EOC**
- **Branches** that organize section-specific operations and may have a combination of **ESF** and **EOC** positions

- **ESF** that are groupings of similar organizations and agencies to support section and branch-specific operations
- **EOC** positions that provide specific support for **EOC** sections and overall **EOC** operations, such as safety, communications support, and documentation

Figure 4 provides an overview of Herriman City **EOC** structure, including sections, branches, and positions. Each agency should customize based on their procedures.

Figure 4: Emergency [Operations/Coordination] Center Organization



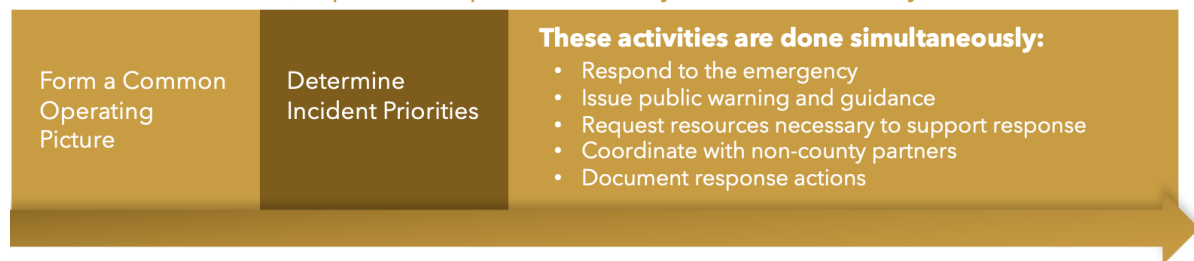
## 2.2 Response

Response begins immediately after an incident occurs or is identified. Response operations often start at the municipal level, then expand to County, State, and federal support as the needs of the incident exceed capabilities. In compliance with Homeland Security Presidential Directive 5, municipal, special service district, County, State, and responding federal entities utilize NIMS as the coordination structure to facilitate command and control during response operations. An effective response depends on proper incident evaluation, rapid interagency coordination, and efficient utilization of available resources.

Response operations consist of immediate actions that save lives and prevent further property damage, such as fire suppression, food distribution, and communicating emergency public information. Municipal, County, and State agencies are responsible for executing these actions to limit the impacts of the incident on the affected community.

*Figure 5: Response Phase Overview*

### **RESPONSE PHASE** (steps to be repeated as many times as necessary)



### **Key Activities**

- First responders perform immediate life-saving and protective actions as they arrive on-scene of the incident.
- Incident Command directs first responders, supporting agencies, and the **EOC** to coordinate protective actions.
- **EOC** coordinates interagency information sharing to establish a common operating picture and maintain situational awareness across the response.
- **EOC** organizes **ESF** operations around the assessment and stabilization of Community Lifelines.
- EM, first responders, the Joint Information Center (JIC) and other supporting municipal and Herriman City entities provide warning and status updates to the community through various notification platforms.
- EM coordinates agencies and organizations to conduct rapid damage assessments (RDA) and initial damage estimates to determine immediate response needs and begin to estimate monetary damages.
- The **EOC** Logistics Section identifies and procures requested resources and coordinates distribution.

- Municipal and County agencies coordinate a request for a disaster declaration through the State if the disaster or emergency incident overwhelms municipal capabilities.
- The **EOC** Finance/Administration Section and the Planning Section collect incident-related documentation.

### Field Response and Tactical Operations

Municipal first responder agencies are often first on the scene of an imminent or actualized emergency or disaster incident. They will respond to incidents to protect life, safety, and property based on internal SOPs. These agencies often set up ICS structures to coordinate interagency operations.

EM and the **[EOC]** staff coordinate with the Incident Command Post (ICP) regularly to support field response by identifying additional resources, disseminating public information, and coordinating mass care operations. The **[EOC]** coordinates with field response through the **[EOC]** Operations Section by communicating with first responder agency liaisons.

## 2.2.1 Communicate with the Community

### Establish Procedures to Communicate with the Community

The Municipal EM PIO, who serves as the JIC manager, is responsible for establishing the JIC to facilitate the collection and dissemination of accurate and timely information. The JIC is staffed by qualified **Municipal personnel**. Public information responsibilities of Herriman City include:

- Coordinating with appropriate neighboring jurisdictions, special service district, County, State, federal entities, and all media representatives to ensure timely and accurate information is provided to the community
- Pushing public messaging to the community through various channels (e.g., press conferences, social media, emergency alerts)
- If needed, activating the JIC and support team to better facilitate:
  - Information collection
  - Information dissemination
  - Interaction and coordination with the media
  - Unified messaging
  - Information deconfliction

### Communicating With the Whole Community

Additional communications methods are incorporated into warning, notification, and status updates to increase the accessibility of information and reach the whole community, including individuals with access and functional needs. Examples of accessible communications include:

- Adding open and closed captioning on [Municipality] television broadcasts.
- Including an American Sign Language (ASL) interpreter during media briefings.
- Translating and providing print, news, and social media emergency public information in English, Spanish, and other languages commonly spoken in **Herriman City**.

## 2.2.2 Perform Damage Assessments

Municipal agencies conduct damage assessments during the response to identify incident impacts, prioritize response and restoration activities, and initiate the cost recovery process. The objectives of damage assessments include:

- Determining immediate life safety issues such as trapped or missing individuals
- Assessing economic impacts
- Identifying the scope of damages
- Determining the status of infrastructure
- Prioritizing response operations
- Documenting damages
- Affixing an estimated dollar amount to damage to justify the need for additional assistance

New impacts, damages, or disruptions to infrastructure are incorporated into updated assessments and reported to relevant **ESFs** and County, State, and federal supporting agencies.

## 2.2.3 Request Mutual Aid

**Note:** Municipal response may require the use of resources beyond those available within the municipality. To expedite the resource sharing process, **Herriman City** has entered into mutual aid agreements with neighboring jurisdictions and assisting agencies to access additional resources should they be available. Such mutual aid agreements can be pre-established (preferred) or created at the onset of response operations. Pre-establishing mutual aid agreements prior to response operations is preferred as the agreements can be rapidly utilized during response.

Mutual aid agreements often include:

- Identification of the resources accessed
- Reasonable assurance that resources are available when needed
- Terms for compensation

## 2.2.4 Request a Disaster Declaration

The disaster declaration process is a critical step for local entities to access County, State and federal support and assistance. Figure 6 provides an overview of how emergency declarations at the municipal and County level are escalated to the State and federal government.

Figure 6: Response Phase Overview

### Municipality

- Municipal agencies respond with available resources and capabilities.
- Municipal agencies conduct assessment to determine scope of damages.
- As incident exceeds local capabilities, EM supports local response and coordination.
- Municipal mayor proclaims a local emergency, and forwards proclamation to EM.
- Municipal mayor may utilize mutual aid and impose regulations, such as curfews, business closures, and tasking out law enforcement.

### County

- EM receives municipal emergency proclamation.
- EM supports response by providing coordination, personnel, or equipment as needed.
- EM coordinates Facilities Management, Public Work and Engineering, and Planning and Development to conduct and develop damage assessments to support declaration.
- The District Attorneys' office supports writing and legal review of emergency declarations, and ensures they are processed correctly.
- As incident exceeds County capabilities and resources, Salt Lake County Emergency Manager declaration to DEM Region 2 liaison to request State assistance.

### State

- DEM receives County emergency declaration.
- DEM verifies that the county has met the threshold for disaster declaration.
- DEM Director advises governor of situation and, if warranted, **governor proclaims a state of emergency.**
- DEM Director initiates State response by activating agencies and relevant ESFs to take necessary action per Utah Emergency Operations Plan and agency standard operating procedures to support response.

### Federal

- Federal agencies dispatch such as FEMA to verify damages and identify support needs.
- If needed, federal agencies provide response support resources.
- Federal agencies provide disaster assistance programs to support recovery.
- Federal agencies coordinate with State and County to monitor application of federal assistance funding.



Operations and coordination are escalated as entities exhaust resources and capabilities.

### 2.2.5 Coordinate with Non-Herriman City Partners

To effectively implement activation, response, recovery, and preparedness actions, Herriman City coordinates with County, State, federal, and private-sector partners. This section provides an overview of how these entities coordinate.

As an incident evolves, expands, or affects certain sectors, various agencies may become involved to support response and recovery operations. Figure 7 provides a general overview of how different agencies and entities are involved as an incident becomes more complex.

Figure 7: Incident Complexity

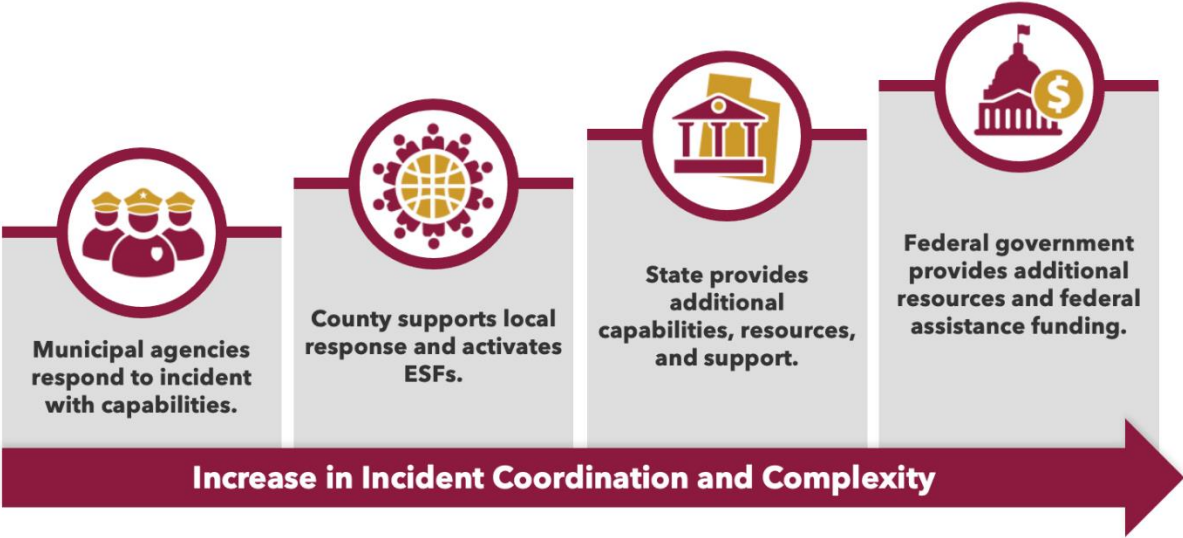


Table 4 describes the major responsibilities related to coordination during emergency and disaster response and recovery operations.

Table 4: Coordination Roles and Responsibilities

<b>Municipalities</b>	<ul style="list-style-type: none"><li>● Respond to incident based on available resources and capabilities.</li><li>● Notify municipal emergency management and other supporting agencies of operations, initial assessment, and need for further support (if required).</li><li>● Activate relevant municipal EOC to provide timely, accurate, and regular assessments and coordination support.</li><li>● Declare a local emergency if warranted.</li></ul>



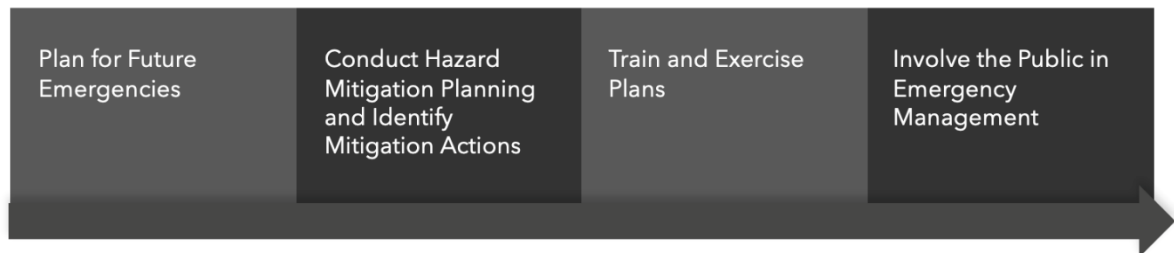
<b>County</b>	<ul style="list-style-type: none"> <li>● Activate ECC to support response and recovery coordination.</li> <li>● Notify DEM of incident and request support as needed.</li> <li>● Create County disaster declaration as needed.</li> <li>● Coordinate with Utah DEM to request federal assistance as needed.</li> <li>● Coordinate requests from municipalities and County departments, organizations, and agencies for resources to support response and recovery.</li> <li>● Regularly assess and document incident impacts and status.</li> <li>● Develop timely and accurate messaging to the community regarding incident status and protective actions.</li> </ul>
<b>State of Utah</b>	<ul style="list-style-type: none"> <li>● Provide DEM liaison to support communication and coordinate between the <b>EOC</b> and DEM.</li> <li>● Coordinate support from State of Utah agencies, other counties, and inter-State mutual aid through EMAC.</li> <li>● Support <b>Herriman City</b> and State disaster declaration as needed.</li> <li>● Coordinate federal assistance.</li> </ul>
<b>Federal Government</b>	<ul style="list-style-type: none"> <li>● Provide response support and resources if State of Utah capabilities are insufficient to respond and recover from the incident.</li> <li>● Provide federal assistance to help the Herriman City recover from emergency or disaster impacts.</li> </ul>
<b>Private Sector</b>	<ul style="list-style-type: none"> <li>● Incorporate response and recovery resources and support to municipal and County governments through requests, agreements, and memorandums of understanding (MOU).</li> <li>● Provide situational assessment and ensure situational awareness of disaster or emergency, if applicable.</li> </ul>

## 2.3 Preparedness

This section provides an overview of preparedness actions executed by Herriman City and partnering agencies to prepare for the impacts of all hazards. Preparedness actions occur prior to and after emergencies and disasters and include planning, training, and exercises.

*Figure 8: Preparedness Phase Overview*

### PREPAREDNESS PHASE



### Key Activities

- All agencies develop internal plans to support emergency or disaster preparedness.
- EM coordinates hazard mitigation planning and identification of mitigation projects to lessen the impacts of emergencies and disasters.
- EM plans for and executes training and exercises for different partner entities within the Municipality.
- The EM and municipal PIOs implement outreach strategies to inform, educate, and engage the community on emergency preparedness.

### 2.3.1 Develop Plans for Future Emergencies

#### 2.3.1.1 Maintain Plans that Support Response and Recovery

Relevant **Herriman City** departments, agencies, and organizations maintain operational plans and documents described in Table 5 to better facilitate disaster and emergency response.

*Table 5: Planning Documentation Overview*

<b>Comprehensive Emergency Management Plan</b>	Establishes the framework for Herriman City to respond to, recover from, prepare for, and mitigate against all hazards that pose a threat to the <b>Herriman City</b> .

#### 2.3.1.2 Update Plans Regularly

EM has the overall responsibility for ensuring their plans, annexes, operations guides, and associated checklists are current. Herriman City Emergency Manager or designee assigns personnel to be accountable for the upkeep of specific planning documentation. All other

municipal departments or divisions that have emergency response or recovery assignments are responsible for developing and maintaining their own plans and procedures.

## **2.3.2 Involve the Community in Emergency Management**

Effective community preparedness requires ongoing community awareness and education programs so citizens are prepared and understand their responsibilities should a major disaster or emergency occur.

### **2.3.2.1 Improve Public Safety through Education and Outreach**

The EM JIC Manager/PIO, in coordination with other municipal communications officers, is responsible for developing and disseminating preparedness public messaging campaigns. Examples of these campaigns include:

- Signing up for public alert applications
- Developing a personal preparedness plan
- Informing the community on safety information about flood zones and evacuation routes

### 3. ROLES AND RESPONSIBILITIES

This section outlines general roles and responsibilities for Municipal, County, State, and federal entities related to response, recovery, preparedness, and mitigation operations.

#### 3.1 Functional Responsibilities

Table 6 provides an overview of emergency response functions and the primary (**P**) and secondary (**S**) entities that are responsible for executing those functions.

Table 6: Agency Roles & Responsibilities

Function	Herriman City EM	City Manager Office	Health Department	Information Services	Public Works	Human Services	City Manager Office of Finance	Police Department	Fire Department	American Red Cross (ARC)	Salvation Army	Faith-Based NGOs	Private Sector
Administration and Finance	S						P						
Agriculture and Natural Resources					S								P
Alert and Notification	P							S	S				
Communications	S			P				S	S				
Critical Infrastructure and Key Resource Restoration					P								S
Damage Assessment	S				P								
Debris Management					P				S				
Detection And Monitoring	S							P	P				
Direction, Control, and Coordination	P	P						S	S				

Function	Herriman City EM	City Manager Office	Health Department	Information Services	Public Works	Human Services	City Manager Office of Finance	Police Department	Fire Department	American Red Cross (ARC)	Salvation Army	Faith-Based NGOs	Private Sector
Donation Management							P			S	S	S	S
Emergency Public Information	P	S											
Energy and Utilities Services					S								P
Evacuation and Shelter-in-Place		S						P	P				
Fatality Management and Mortuary Services													
Firefighting/Fire Protection									P				
Food, Water, and Commodities Distribution											P		
Hazardous Materials									P				
Information Collection, Analysis, and Dissemination	P							S					
Law Enforcement								P					
Mass Care and Sheltering	S									P	P	S	
Mutual Aid	P	S											
Private Sector Coordination	P												P
Public Health and Medical Services			P										
Public Works and Engineering					P								

Function	Herriman City EM	City Manager Office	Health Department	Information Services	Public Works	Human Services	City Manager Office of Finance	Police Department	Fire Department	American Red Cross (ARC)	Salvation Army	Faith-Based NGOs	Private Sector
Resource Management and Logistics	<i>P</i>								<i>S</i>				
Search and Rescue									<i>P</i>				
Transportation Systems and Resources					<i>P</i>								
Volunteer Management	<i>S</i>									<i>P</i>	<i>P</i>		
Warning	<i>P</i>							<i>S</i>	<i>S</i>				

## 3.2 General Roles and Responsibilities

### 3.2.1 Municipalities

Municipalities serve as the primary provider of emergency services within their jurisdiction to ensure timely response to incidents and are often the first to use their personnel and resources during an incident.

Table 7: Municipal Roles & Responsibilities

<p><b>Municipalities</b></p>	<ul style="list-style-type: none"> <li>● <b>Support ESF #15 by providing updates on incident status to the community through public information and outreach.</b></li> <li>● <b>Support ESFs #1, #5, #7 and #15 by coordinating response efforts and communications.</b></li> <li>● Respond to and recover from emergencies and disasters based on municipal resources and capabilities.</li> <li>● Through liaisons, maintain communications with neighboring municipalities and the County regarding additional resource and capability needs.</li> <li>● Provide personnel and resources to neighboring municipalities and the County through formal requests.</li> <li>● Declare a local emergency, per authority stated in local ordinance, if municipal resources and capabilities do not meet scope and size of emergency or disaster.</li> <li>● Identify deficiencies and enhance protective measures to lessen the impact on vulnerable populations and minimize damage to local facilities.</li> <li>● Provide 24/7 personnel with an on-call supervisor and Duty Officer (DO).</li> <li>● Establish <b>EOC</b> activation level.</li> <li>● Coordinate response and recovery operations out of the <b>[EOC]</b>.</li> <li>● Establish the coordination structures through which local staff respond to and recover from emergencies and disasters.</li> <li>● Identify, train, and exercise <b>Herriman City</b> staff to enable effective implementation of existing response plans, procedures, and policies.</li> <li>● Facilitate coordination with municipal, County, State, private-sector, and federal entities to support emergency or disaster response, recovery, preparedness, and mitigation.</li> <li>● Conduct public information operations out of the JIC to ensure the community receives timely and accurate information.</li> <li>● Coordinate with municipal departments and divisions to maintain COOP plans.</li> </ul>
<p><b>City Manager</b></p>	<ul style="list-style-type: none"> <li>● <b>Support ESF #7 through the ECC Finance/Administration Section and ECC Operations Section.</b></li> <li>● Enhance protective policies to lessen the impact on vulnerable populations and minimize damage to critical facilities.</li> <li>● Provide overall direction to <b>EOC</b> for emergency and disaster response and recovery operations.</li> <li>● Support development and dissemination of public information out of the JIC.</li> </ul>

	<ul style="list-style-type: none"> <li>Establish emergency declaration if Herriman City capabilities and resources are insufficient to meet needs of incident.</li> </ul>
<b>Public Works</b>	<ul style="list-style-type: none"> <li><b>Support ESFs #1, #3, #10, #11, and #12 with appropriate vehicles and equipment, as well as personnel expertise.</b></li> <li>Work with government departments and industry partners to assess damage to transportation infrastructure and operations.</li> <li>Ensure public works and engineering-related functions are protected prior to an incident.</li> <li>Identify and acquire secondary buildings for operations to utilize during a response, should critical facilities be damaged, to maintain continuity of operations.</li> </ul>
<b>Local Police Department</b>	<ul style="list-style-type: none"> <li><b>Support ESFs #9 and #13 through coordination efforts.</b></li> <li>Execute tactical response operations to protect life and property.</li> <li>Provide assistance for evacuation operations.</li> <li>Provide security for incident perimeter and other operations.</li> <li>Regularly coordinate with <b>EOC</b> and other responding entities to form common operating picture.</li> </ul>
<b>Local Fire Department</b>	<ul style="list-style-type: none"> <li><b>Support ESFs #2, #4, #9, and #10 through appropriate equipment and personnel expertise.</b></li> <li>Execute tactical response and emergency medical services operations to protect life and property.</li> <li>Coordinate with Contracts and Procurement, UFA Logistics, and others to jointly secure and manage supply chains.</li> <li>Coordinate with <b>EOC</b> and other responding entities to form common operating picture.</li> </ul>

### 3.2.2 County

County entities are responsible for coordinating to support response, recovery, preparedness, and mitigation operations for all hazards for which response exceeds local capacity.

*Table 8: County Roles & Responsibilities*

<b>Health Department</b>	<ul style="list-style-type: none"> <li><b>Support ESFs #8, #10, and #14 with public health facilities, personnel, and documentation.</b></li> <li>Assist in community health-focused response and recovery efforts.</li> <li>Support tracking of hospital resources, such as available beds.</li> <li>Activate Health Department to coordinate community-health focused response operations.</li> </ul>
<b>Public Works</b>	<ul style="list-style-type: none"> <li><b>Support ESFs #1, #3, #10, #11, and #12 with appropriate vehicles and equipment, as well as personnel expertise.</b></li> <li>Work with government departments and industry partners to assess damage to transportation infrastructure and operations.</li> <li>Ensure public works and engineering-related functions are protected prior to an incident.</li> </ul>



	<ul style="list-style-type: none"> <li>● Identify and acquire secondary buildings for operations to utilize during a response, should critical facilities be damaged, to maintain continuity of operations.</li> </ul>
<b>Human Services</b>	<ul style="list-style-type: none"> <li>● <b>Support ESFs #6, #7, and #8 with logistics to ensure populations receive necessary resources.</b></li> <li>● Support implementation of disaster assistance programs to help populations recover non-housing losses and access food stamps, crisis counseling, disaster unemployment benefits, legal services, and other services.</li> <li>● Provide staff to coordinate volunteers and manage donations depending on the scope and size of the incident and as needed.</li> </ul>
<b>Herriman Police</b>	<ul style="list-style-type: none"> <li>● <b>Support ESFs #9 and #13 through coordination efforts.</b></li> <li>● Execute tactical response operations to protect life and property.</li> <li>● Aid with evacuation operations.</li> <li>● Provide security for incident perimeter and other operations.</li> <li>● Regularly coordinate with <b>EOC</b> and other responding entities to form common operating picture.</li> </ul>
<b>Unified Fire Authority</b>	<ul style="list-style-type: none"> <li>● <b>Support ESFs #2, #4, #9, and #10 through appropriate equipment and personnel expertise.</b></li> <li>● Execute tactical response and emergency medical services operations to protect life and property.</li> <li>● Coordinate with Contracts and Procurement, UFA Logistics, and others to jointly secure and manage supply chains.</li> <li>● Coordinate with <b>EOC</b> and other responding entities to form common operating picture.</li> </ul>

# Glossary of Common Emergency Management Terms

Table 9: Glossary of Common EM Terms

<b>After-Action Report</b>	A document intended to capture experiences, best practices, and lessons learned after an operation.
<b>Authorities and References</b>	A component of an emergency management plan that provides the legal basis for emergency operations and activities.
<b>Chain of Command</b>	The orderly line of authority within the ranks of the incident management organization.
<b>Chief</b>	An individual leading a specific section (e.g., Planning Section Chief)
<b>Command Staff</b>	The staff who report directly to the Incident Commander, including the Public Information Officer, Safety Officer, Liaison Officer, and other positions, as required. They may have an assistant or assistants, as needed.
<b>Concept of Operations</b>	A component of an emergency management plan that clarifies the overall approach to response (i.e., what should happen, when, and at whose direction) and identifies specialized response teams and/or unique resources needed to respond to an incident.
<b>County Coordinating Officer (CCO)</b>	Assigned to coordinate municipal resource support activities and information sharing following a major municipal emergency event or disaster. The CCO is responsible for all ECC coordination of resources, programs, and ESF groups for affected jurisdictions, individual victims, and the private sector. The CCO is also responsible for overseeing the preparation of the IAP, which includes identifying operational periods and filling command and general staff positions as needed.
<b>Emergency Support Function</b>	ESFs are the grouping of certain sector capabilities into an organizational structure to provide support, resources, program implementation, and services.
<b>Finance/Administration Section</b>	The Incident Command System Section responsible for all administrative and financial considerations surrounding an incident.
<b>General Staff</b>	A group of incident management personnel organized according to function and reporting to the Incident Commander. The General Staff normally consists of the Operations Section Chief, Planning Section Chief, Logistics Section Chief, and Finance/Administration Section Chief. An Intelligence/Investigations Chief may be established, if required, to meet incident management needs.
<b>Incident Action Plan</b>	A document outlining the goals, objectives, and strategy for responding to an incident during each operational period.
<b>Incident Command System</b>	ICS is a common organizational structure for the management of an incident.

<b>Incident Commander</b>	The individual responsible for all incident activities, including the development of strategies and tactics and the ordering and release of resources. The Incident Commander has overall authority and responsibility for conducting incident operations and is responsible for managing all incident operations at the incident site.
<b>Incident Support Model</b>	The ISM is a variation of the ICS structure that separates the information management/situational awareness function from the ICS Planning Section and combines the functions of the ICS Operations and Logistics Sections and comptroller/purchasing functions from the ICS Administration/Finance Section.
<b>Joint Information Center</b>	A facility established to coordinate critical emergency information, crisis communications, and public affairs functions. The Joint Information Center is the central point of contact for all news media. The PIO may activate the JIC to better manage external communication.
<b>Logistics Section</b>	The Incident Command System section responsible for providing facilities, services, and material support for the incident.
<b>National Incident Management System</b>	A set of principles that provides a systematic, proactive approach guiding government agencies at all levels, non-governmental organizations, and the private sector to work seamlessly to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity, in order to reduce the loss of life or property and harm to the environment.
<b>Operations Section</b>	The ICS section responsible for all tactical incident operations and implementation of the Incident Action Plan.
<b>Planning Section</b>	The ICS section responsible for collecting, evaluating, and disseminating operational information related to the incident and for preparing and documenting the Incident Action Plan. This section also maintains information on the current and forecasted situation and on the status of resources assigned to the incident.
<b>Public Information Officer</b>	A member of the Command Staff who serves as the conduit for information to internal and external stakeholders, including the media or other organizations seeking information directly from the incident or event.
<b>Resources</b>	Personnel and major items of equipment, supplies, and facilities available or potentially available for assignment to incident operations and for which status is maintained.

## Acronyms

***[Town/City/Municipality to update based on acronyms used in their SOPs.]***

*Table 10: Acronyms*

<b>ARC</b>	American Red Cross
<b>CEMP</b>	Comprehensive Emergency Management Plan
<b>COOP</b>	Continuity of Operations
<b>DA</b>	Damage Assessment
<b>DEM</b>	Utah Division of Emergency Management
<b>DO</b>	Duty Officer
<b>DOC</b>	Department Operations Center
<b>DRC</b>	Disaster Recovery Center
<b>ECC</b>	Emergency Coordination Center
<b>EM</b>	Emergency Management
<b>EMAC</b>	Emergency Management Assistance Compact
<b>EOC</b>	Emergency Operations Center
<b>ESF</b>	Emergency Support Function
<b>ISM</b>	Incident Support Model
<b>FEMA</b>	Federal Emergency Management Agency
<b>IAP</b>	Incident Action Plan
<b>ICP</b>	Incident Command Post
<b>ICS</b>	Incident Command System
<b>IT</b>	Information Technology
<b>JIC</b>	Joint Information Center
<b>NGO</b>	Non-Governmental Organization
<b>NIMS</b>	National Incident Management System
<b>PDA</b>	Preliminary Damage Assessment
<b>PIO</b>	Public Information Officer
<b>RDA</b>	Rapid Damage Assessment

<b>RSF</b>	Recovery Support Function
<b>SOP</b>	Standard Operating Procedure
<b>UFA</b>	Unified Fire Authority of Greater Salt Lake
<b>HPD</b>	Herriman City Police Department



## STAFF REPORT

**DATE:** 8/14/2024

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

**FROM:** Monte Johnson, Director of Operations  
Wendy Thomas, Assistant City Manager

**SUBJECT:** City Hall Room Rental Policy and Fee Schedule

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### **RECOMMENDATION:**

Staff recommend the following in regards to room rentals at City Hall:

- Adopting the proposed room rental policy and fee schedule as proposed at the next available City Council meeting.
- Removing the Lobby Rental from the Fee Schedule.
- Limiting Conference Room Rentals to the Copper Creek Conference Room and Blackridge Conference Room only (First Floor).
- No longer allowing the “B” side of the Community Room to be rented on its own.

### **ISSUE BEFORE COUNCIL:**

Does the City Hall Room Rental Policy address issues and cover the costs incurred by the City?

### **BACKGROUND/SUMMARY:**

When the rental fee was originally set, the goal of the Council was to provide the space for the community at an affordable rate to encourage community engagement and utilization of community spaces. Like other areas, the current rental fee is falling short of covering costs associated with maintaining and managing the space. Staff analyzed all the costs related to maintaining the Community Room including utilities, maintenance, staffing (if applicable), insurance, cleaning services, equipment replacement, and other operating expenses. A detailed summary of this analysis is attached.

While the discussion surrounding this topic will largely focus on the Community Room, the topic of Conference Rooms will also be briefly discussed.

### Community Room Administrative Application Costs

Category	Cost per rental
Personnel-Rental	
Administration	\$39.99
Overhead	\$4.00
Credit Card Fee	\$1.10
<b>Total</b>	<b>\$45.09</b>

### Community Room Operations and Capital Costs (Full Room A & B)

Category	Cost per hour	Total Costs
Personnel-Routine Maintenance	\$10.13	\$14,693.20
Personnel-Overtime/On-call	\$5.49	\$1,000.00
Operations	\$20.61	\$13,763.95
Capital	\$24.88	\$36,102.53
Bond Payment	\$49.80	\$72,258.78
Overhead	\$11.09	\$13,781.85
Credit Card Fee	\$3.05	\$3,790.01
<b>Total</b>	<b>\$125.05</b>	<b>\$155,390.31</b>

### Hourly rate including Administrative Costs (Admin cost spread across 2 hour min)

#### Full Room A & B

Category	Cost per hour
Administrative cost	\$22.54
Cost per hour	\$125.05
<b>Total</b>	<b>\$147.59</b>

#### Room A Only

Category	Cost Per hour
Administrative cost	\$22.54
Cost per hour	\$62.53
<b>Total</b>	<b>\$85.07</b>

**DISCUSSION:**

The City Hall Room Rental Policy aims to address concerns related to usage, scheduling, fees, and responsibilities associated with renting the space. Usage guidelines specify how the room can be used, such as for meetings, events, or gatherings, and any restrictions on activities. Scheduling and reservations provide procedures for booking the room and cancellation policies. The City Hall Room Rental Policy outlines the rental fees, deposits, and additional charges. It should ideally reflect the costs incurred by the City.

Other topics for discussion:

- Should only one rental per day be allowed (reduce staff time, accountability for damages)?
- The Kitchen and Audio/Visual are “inclusive” with rental. Should there be an additional charge for those?
- There is currently a “Lobby Rental” on the Fee Schedule, staff recommends removing that.
- Should the conference rooms continue be available to rent and if so, at what rate?



### Current Community Room Fees

	Community Room A or B (1/2)		Community Room A&B
Deposit			
Resident Rental Fee	\$50/hour (2 hour minimum)		\$100/hour (2 hour minimum)
Non-resident Rental Fee	\$75/hour (2 hour minimum)		\$150/hour (2 hour minimum)

### Recommended Community Room Fees

	Community Room A	Community Room A&B
Resident Rental Fee (Weekday M-F) 6:00 p.m. - 10:00 p.m.	\$100/hour (4 hour minimum)	\$150/hour (4 hour minimum)
Non-Resident Rental Fee (Weekday M-F) 6:00 p.m. - 10:00 p.m.	\$200/hour (4 hour minimum)	\$300/hour (4 hour minimum)
Resident Weekend Rental Fee 10:00 a.m. - 10:00 p.m.	\$150/hour (4 hour minimum) \$1,500 (full day)	\$200/hour (4 hour minimum) \$2,000 (full day)
Non-Resident Weekend Rental Fee 10:00 a.m. - 10:00 p.m.	\$225/hour (4 hour minimum) \$2,000 (full day)	\$250/hour (4 hour minimum) \$2,500 (full day)
Resident Weekday Deposit	\$200	\$200
Non-Resident Weekday Deposit	\$400	\$400
Resident Weekend Deposit	\$300 (4 hours) \$600 (full day)	\$300 (4 hours) \$600 (full day)
Non-Resident Weekend Deposit	\$500 (4 hours) \$800 (full day)	\$500 (4 hours) \$800 (full day)
Key Deposit	\$50	\$50

The policy defines who is responsible for the room during the rental period, including cleanup, damage, and adherence to the rules and regulations. For groups of 50 or more the City may require the renter to provide a certificate of insurance to indemnify the City against a claim.

### Current Conference Room Fees:

Deposit	Hourly Room Rental	Duration
Double the Hourly Rate	\$20/resident, \$30/non-resident	Per Hour, Two Hour Minimum

Staff are currently running an analysis on the conference room rentals and will have that information available prior to the meeting.

### **ALTERNATIVES:**

5355 W. Herriman Main St. • Herriman, Utah 84096  
(801) 446-5323 office • (801) 446-5324 fax • herriman.org

Alternative	Benefit	Challenge
Adopt the City Hall Room Rental Policy and Updated Fee Schedule for the Community Room and Conference Rooms <b>(recommended)</b>	Covers the cost of the room. Improves parameters around when the room is available.	Increased costs for residents and non-residents to use the space. Reduces the available time.
Do not adopt the City Hall Room Rental Policy and Updated Fee Schedule	Status quo. Cost benefit to those that utilize the room for private events.	The general fund continues to subsidize room rental.
Direct staff to make changes and bring back to a future meeting	More time for consideration. Able to implement changes that the Council desires.	Prolongs the subsidized rates and policy.
Table the item for consideration at a future date	More time for consideration.	Prolongs the subsidized rates and policy.

**FISCAL IMPACT:**

Increasing the City Hall rental fee will have a positive impact to the budget by covering costs incurred by the City.

Document #	Title: <b>City Hall Room Rental Policy</b>	Print Date:
Revision #	<b>Prepared By: Jackie Nostrom</b>	Date Prepared:
Effective Date:	Reviewed By:	Date Reviewed:

**Purpose:** The intent of this policy is to outline the procedures and guidelines for reserving the rooms at Herriman City Hall. This policy applies to all individuals, groups, external organizations, employees, and other members of the public looking to make a reservation.

**Policy:**

1. Available Building Areas: The following areas may be available, if approved in advance.
  - a. Community Room A Max Occupancy 110
  - b. Community Room A&B Max Occupancy 240
  - c. Copper Creek Conference Room

Meeting rooms and spaces have maximum occupancy limits based on the type of use and furniture layout. The renter must provide information during the application process to specify the number of people anticipated in the room and how they will be seated in the room. Fire and building codes determine the occupancies.

2. Building Rental Hours: Rentals will generally be available for public use during the following times, excluding Blackout times:
  - a. Monday - Friday 6:00 p.m. – 10:00 p.m.
  - b. Saturday/Sunday 10:00 a.m. – 10:00 p.m.
  - c. Blackout dates:
    - i. Wednesdays
    - ii. Civil Rights Day
    - iii. Presidents' Day
    - iv. Memorial Day
    - v. Juneteenth Holiday Observed
    - vi. Independence Day
    - vii. Pioneer Day
    - viii. Labor Day
    - ix. Veterans Day
    - x. Thanksgiving Holiday (Thursday – Sunday)
    - xi. Christmas Holiday (December 23 – January 1)

3. Rental Fees: Rental fees are necessary to cover the cost. Renters will be charged a rental fee according to the Master Fee Schedule, which is subject to change by the

Council at any time. All rental fees are required to be paid before the reservation will be confirmed. Reservation is for the specified date and time only. Set-up and clean-up times are included, and must be completed, within the overall reservation time. Use before or after the reserved time will incur an additional charge of \$50 for each 15-minute increment or portion thereof. Such additional charges may be deducted from any available security deposit or shall be paid separately if a security deposit is insufficient.

City employees are eligible to utilize the Community/Conference Room at the resident rate.

4. **Security Deposits:** in addition to the hourly rental fees, any private party will be required to pay a security deposit and key deposit according to the schedule listed above, which is subject to change by the Council at any time. The security deposit is refundable if City inspection verifies that no building or property damage has occurred, that no City property is missing, that there has been no violation of the rental agreement, that the reservation times have been strictly complied with, and that the building and surrounding property was left clean and in an orderly condition. If any damage or mistreatment has occurred, deductions will be made from the security deposit as needed to fully repair the damage or mistreatment and, if sufficient, the balance will be assessed to the renter. Blocking doors open or bypassing locks and security systems will result in the forfeiture of the security deposit and may incur additional liability and damages. All security deposits and refunds will be processed and will return any unused security deposit within three weeks after the renter's event has taken place. Security deposits may be paid by credit card, check or cash.

**Key Deposits:** in addition to the security deposit, a key deposit will be required to be paid. The key deposit is refundable if the renter has returned the key card by the close of the next business day. All key deposits will be refunded within three weeks after the renter's event has taken place if the key card has been returned in accordance with the rental agreement. Renters must pick up a key card prior to the reservation date.

5. **Cancellation Policy:** a full refund of the rental fee and security deposit except for a \$25 administration fee will be made if the reservation is cancelled at least two weeks prior to the scheduled event. A refund of 50% of the rental fee and 100% of the security deposit and key deposit will be made if the reservation is canceled less than two weeks before the event. The City shall not be liable for damages to any individual(s) or groups(s) if the premises are not available for use for any reason, including as a result of mis-scheduling, emergency, force majeure, or any other reason, whether or not due to City's own actions or omissions. If the City cancels a renter-scheduled event, the City's liability shall be limited to the obligation to promptly refund any rental fee and security deposit previously paid.
6. **Equipment:** rental fees include the use of tables, chairs, microphone, A/V system and kitchen. City staff will not be available to assure that the A/V system will be

functional during the renter's event. Please plan accordingly and call 801.446.5323 to coordinate training with IT before your scheduled event.

7. Food and Beverages: food and beverages may be served in the Community Room. Food must be catered or pre-prepared. The renter may use the caterer of their choice. The renters are responsible for cleaning any areas used prior to leaving and removing food and foodservice equipment or will be billed for cleaning services. Service of alcoholic beverages, including beer and/or wine, is prohibited.
8. Reservation Permit: anyone wishing to rent the Community/Conference Room shall submit a completed reservation permit form to Customer Service in advance of the proposed reservation. Staff will have at least 5 business days to determine if the building is available on the date and time requested and whether the proposed use otherwise is permissible. Thereafter, staff will notify the applicant whether or not the proposed rental has been approved and will inform the applicant of any additional information or fees required by the City. Upon being notified that the rental reservation has been approved, the applicant shall immediately remit the entire rental fee, security deposit, and key deposit to the City. No reservation is confirmed until all fees and deposits are paid in full.
9. Permitted Uses: the City reserves the right to reasonably restrict the use of the Community/Conference Room to prohibit anything that does not promote the health, safety, prosperity, security, and general welfare of the City or its citizens. The Community/Conference Room may not be used to conduct meetings or events that are intended for commercial purposes to generate revenue or any type of compensation for the renter or any third party. Individuals or groups using the Community/Conference Room shall comply with the following use regulations:
  - a. Participants and guests shall comply with all applicable laws.
  - b. No foul or abusive language shall be used.
  - c. Shoes and shirts must be worn at all times
  - d. No gambling, smoking, illegal drugs, or alcohol.
  - e. Open flames, sparklers, lighted candles, glitter, rice, confetti, graphite, paints, grass, helium balloons and other similar materials are prohibited in the Community/conference Room.
  - f. City tables, chairs and other equipment are not to be taken from City Hall for any reason.
  - g. Hallways and exits, and other traffic areas are to remain free of tables, chairs, boxes and other items, at all times.
  - h. Nothing may be hung, attached or suspended from the walls or ceiling. No nails, tacks, tape or similar items may be used on the walls or ceiling.
  - i. Pictures, plaques, flags, podiums, furniture, etc. are not to be removed unless preapproved.
  - j. Children must be supervised at all times by a responsible adult. The applicant is responsible for the conduct of all participants and guests.
  - k. Except for certified service animals, pets or animals are not allowed.

- I. The City is neither responsible nor liable for the theft, loss or damage to personal property during the rental.

10. Cleaning Community/conference Room: the Reservation Permit constitutes the applicant's agreement that it was clean, in good working order, and in satisfactory condition at the commencement of the reservation. The City does not provide janitorial services or cleanup for purposes of the rental. The applicant is responsible for thoroughly cleaning the Community/conference Room and kitchen by removing all foreign matter, garbage and debris and depositing it in the appropriate outside receptacles. No food, oil, or grease is allowed to be deposited in the kitchen sink. City staff will determine whether the cleaning has been properly performed.
11. Liability, Loss, and Damage: the renter will assume liability for the use of the Community/conference Room and take necessary action to hold the City harmless for acts conducted by the renter or their attendees. Groups of 50 or more may be required to provide a certificate of insurance to indemnify the City against claim. Any damage to the Community/conference Room or City Hall shall constitute grounds to immediately terminate current and future use of the facility for that individual or group. The applicant shall be personally liable for any damage or loss to the Community/conference Room, City Hall, or grants beyond normal wear and tear, and immediately shall report such damage to the City.

#### References:

Form #	Record/Form/Activity Name	Satisfies Clause
<b>Required by Standard</b>		
XXXXX	Record	
<b>Other Forms/Records</b>		
XXXXX	Record	
XXXXX	Record	
XXXXX	Record	

### Community Room Costs - Summary

Category	Cost per rental
Personnel-Rental Administration	\$39.99
Overhead	\$4.00
Credit Card Fee	\$1.10
<b>Total</b>	<b>\$45.09</b>

Category	Cost per hour	Total Costs
Personnel-Routine Maintenance	\$10.13	\$14,693.20
Personnel-Overtime/On-call	\$5.49	\$1,000.00
Operations	\$20.61	\$13,763.95
Capital	\$24.88	\$36,102.53
Bond Payment	\$49.80	\$72,258.78
Overhead	\$11.09	\$13,781.85
Credit Card Fee	\$3.05	\$3,790.01
<b>Total</b>	<b>\$125.05</b>	<b>\$155,390.31</b>

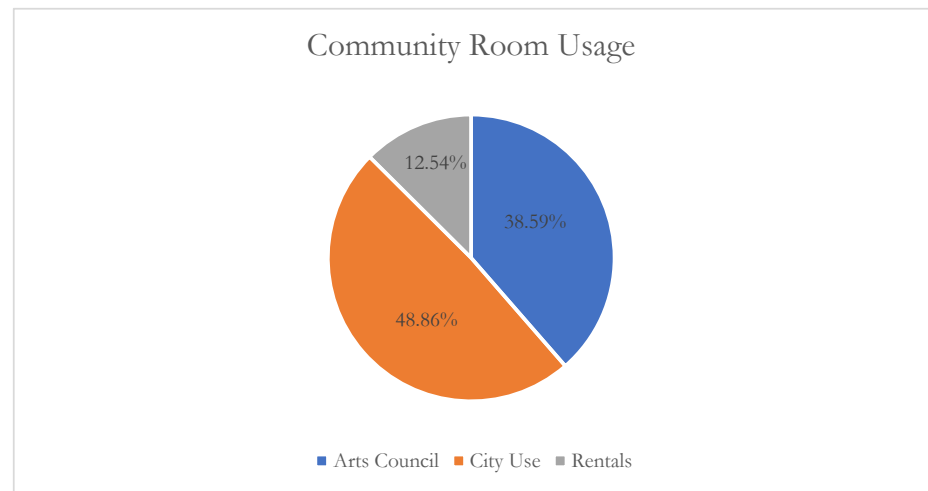
\*Overhead charged at 10%, CC fee charged at 2.5%

### Community Room Usage - CY 2023

User	Hours	Proportion
Arts Council	560.0	38.59%
City Use	709.0	48.86%
Rentals	182.0	12.54%
<b>Total Use</b>	<b>1,451.0</b>	<b>100%</b>

### Community Room Square Footage

Room	Square Footage	Proportion
Room A	1,355	43.75%
Room B	1,742	56.25%
<b>Total</b>	<b>3,097</b>	<b>100%</b>



## Personnel Costs

Administration of Rentals	Time per rental	Hourly rate	Cost per rental
IT Time (minutes)	30	\$47.56	\$23.78
Customer Service Time (minutes)	20	\$33.10	\$11.03
Accounts Payable	10	\$31.06	\$5.18
<b>Total</b>			<b>\$39.99</b>

Routine Operations	Hours per year	Hourly rate	Cost per year
Open/close wall	60	\$54.00	\$3,240.00
Restack tables and chairs	25	\$54.00	\$1,350.00
Spot clean carpets	60	\$54.00	\$3,240.00
Clean tables and chairs	20	\$54.00	\$1,080.00
Paint touchup	20	\$54.00	\$1,080.00
Clean kitchen	10	\$54.00	\$540.00
Key card updates (Tina)	80	\$52.04	\$4,163.20
<b>Total</b>	<b>275</b>		<b>\$14,693.20</b>

On-Call/Overtime	Cost per year
<b>Total</b>	<b>\$1,000</b>

## Operations personnel costs by user

Cost	Arts Council	City Use	Rentals	Total
Routine Maintenance	\$5,670.70	\$7,179.52	\$1,842.98	\$14,693.20
On-Call/Overtime	\$0.00	\$0.00	\$1,000.00	\$1,000.00
<b>Total</b>	<b>\$5,670.70</b>	<b>\$7,179.52</b>	<b>\$2,842.98</b>	<b>\$15,693.20</b>

## Operations personnel per rental hour

Cost	Total rental cost	Rental Hours	Cost per rental hour
Routine Maintenance	\$1,842.98	182.0	\$10.13
On-Call/Overtime	\$1,000.00	182.0	\$5.49
<b>Total</b>	<b>\$2,842.98</b>	<b>182.0</b>	<b>\$15.62</b>



## Operational Costs

Cost	Annual Budgeted Cost	Total Sqft	Cost per Sqft
Sewer	\$6,000	49,700	\$0.12
Sanitation	\$3,500	49,700	\$0.07
Water	\$14,600	49,700	\$0.29
Building Insurance	\$25,860	49,700	\$0.52
Cleaning Services	\$51,636	49,700	\$1.04
Carpet Cleaning	\$6,500	49,700	\$0.13
Window Cleaning	\$5,100	49,700	\$0.10
Pest Control	\$1,510	49,700	\$0.03
Fire Systems	\$2,000	49,700	\$0.04
Supplies	\$19,675	49,700	\$0.40
<b>Total</b>	<b>\$136,381</b>	<b>49,700</b>	<b>\$2.74</b>

Cost	Annual Budgeted Cost	Total Sqft	Cost per Sqft	Rental Portion	Rental Costs to cover
Electricity	\$80,000	49,700	\$1.61	50.98%	\$0.82
Natural Gas	\$4,500	49,700	\$0.09	50.98%	\$0.05
<b>Total</b>	<b>\$84,500</b>	<b>49,700</b>	<b>\$1.70</b>	<b>50.98%</b>	<b>\$0.87</b>

Cost	Annual Budgeted Cost	Total Sqft	Cost per Sqft	Comm Room Sqft	Comm Room Costs to cover
<b>Total</b>	<b>\$220,881</b>	<b>49,700</b>	<b>\$4.44</b>	<b>3,097</b>	<b>\$13,763.95</b>

Community Room sqft	3,097
Total annual operational cost of Community Room	\$8,498.43
Rental portion	12.54%
Annual rental portion of operations cost for community room	\$1,065.96
Add Electricity and Natural Gas	\$2,684.38
Total rental portion of operations cost for community room	\$3,750.35
Rental hours in 2023	182
<b>Operational costs per hour for rentals</b>	<b>\$20.61</b>

Electricity and Natural Gas Allocations		
Work	2,600	
Weeknights	1,300	
Weekends	1,404	
<b>Total Available</b>	<b>5,304</b>	
Use	Hours	Proportion
Work	2,600	49.02%
Rental	2,704	50.98%
<b>Total Available</b>	<b>5,304</b>	<b>100.00%</b>

## Capital Costs

Item	Replacement Cost	Expected Life (years)	Cost per year
A/V System	\$100,000	5	\$20,000.00
120 Chairs	\$21,080	8	\$2,635.00
48 rectangular tables	\$36,154	8	\$4,519.25
24 round tables	\$17,867	8	\$2,233.38
Flooring	\$28,649	10	\$2,864.90
Paint	\$6,000	10	\$600.00
Partition Wall	\$65,000	20	\$3,250.00
<b>Total</b>	<b>\$274,750</b>		<b>\$36,102.53</b>

**Capital costs per year** **\$36,103**

Total hours used 1,451

**Capital costs per hour** **\$24.88**

**Bond Payment**

Annual Amount	\$1,159,593.57
Comm Room Sqft	3,097
Total City Hall Sqft	49,700
Comm Room %	6.23%
<b>Comm Room Annual BP Amount</b>	<b>\$72,258.78</b>

Total Use Hours	1,451
<b>Debt Service per hour</b>	<b>\$49.80</b>



## STAFF REPORT

**DATE:** August 28, 2024

**TO:** The Honorable Mayor and Members of the City Council

**FROM:** Clinton Spencer, AICP, Planning Manager

**SUBJECT:** Discussion of updates to the proposed amendments to Title 10 of the City Code to regulate the outdoor storage of recreational and accessory vehicles on private property. (City File No. Z2023-071)

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### **RECOMMENDATION:**

Based on previous discussion with City Council, staff recommends the approval of the ordinance at a future meeting.

- The proposed ordinance has been drafted to achieve the following objectives:
  - Clarify standards
  - Improve enforcement
  - Promote safety
  - Mitigate impacts on community aesthetics
  - Comply with the General Plan
  - Protect property values
- Staff further recommends the Council direct staff to schedule the proposal for decision in a public meeting as soon as possible.

### **ISSUE BEFORE CITY COUNCIL:**

What final changes should the Council make to the city ordinance regulating outdoor storage of recreational and accessory vehicles on private property to promote the goals of protecting property values and maintaining aesthetic qualities in residential and agricultural zones.

### **BACKGROUND & SUMMARY:**

In February of 2024 staff presented a proposed ordinance to potentially regulate the storage of accessory vehicles (RV's, utility trailers, etc.) in residential zones (Agricultural, Residential and Forest Recreational) throughout the City. At that meeting certain issues were identified by the Council including:

- Identifying a maximum number of accessory vehicles (AV's) allowed (removed ATV/UTV from counts)
- Allowing for exception(s) for more AV storage

- Concerns regarding the requirement of improved surfaces for access driveways and parking areas for AV's
- Agricultural vehicles
- Additionally, staff is interested in Council providing direction on whether allowing RV storage for others should be regulated as a home occupation.

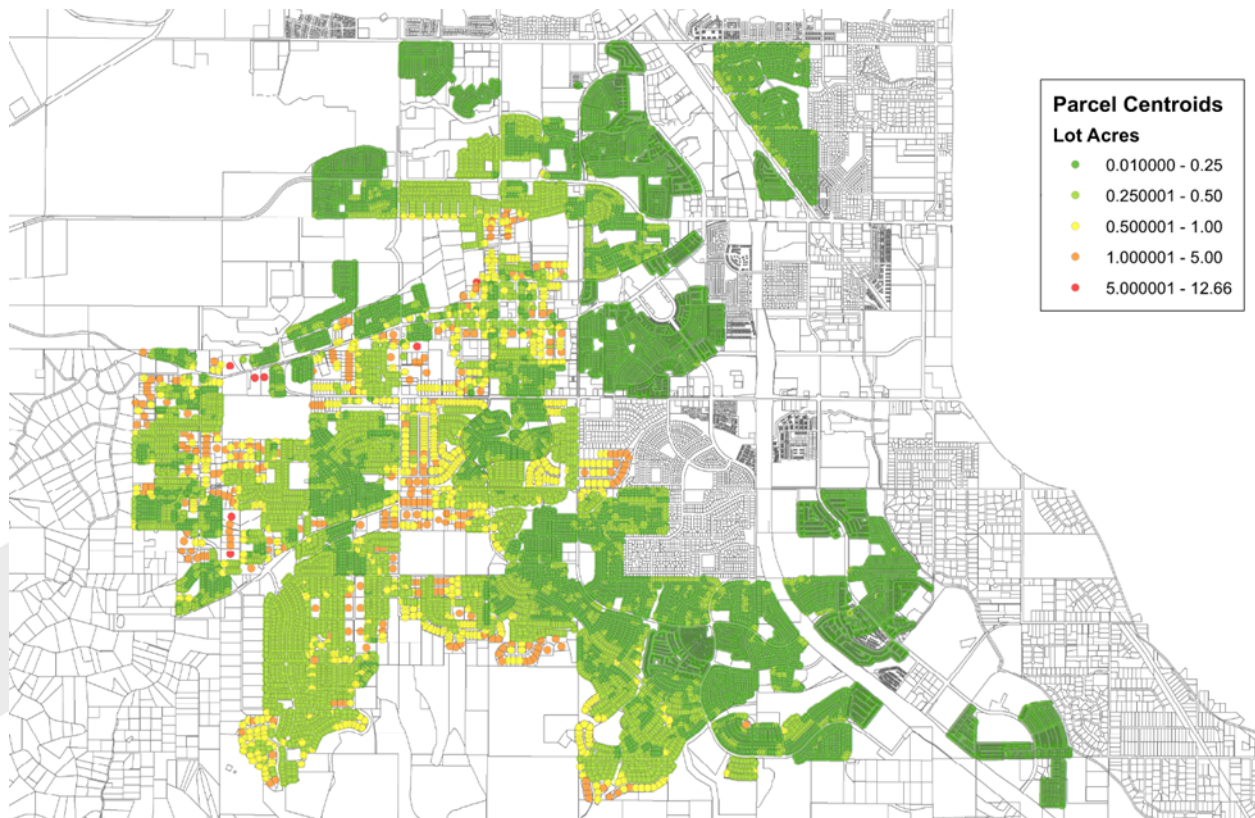
Staff has worked to identify and clarify changes that could be made to the proposal. An outline of the proposed changes to the ordinance is provided below:

1. Amended definition of Accessory Vehicle to not include personal ATV's
2. The total number of accessory vehicles allowed per lot size was modified as follows:
  - a. 0 – 0.25 Acres = 4 Total
  - b. >0.25 – 1 Acres = 6 Total
  - c. >1 Acre – 5 Acres = 7 Total
  - d. >5 Acres = 10 Total
3. Removed section regarding maximum number of same type of accessory vehicle.
4. Reorganized/ clarified language.
5. Removed requirement that curb, gutter, and sidewalk are required when utilizing angled drive approach to side yard.
6. Limited driveways to concrete, asphalt, or compactable stone or masonry aggregate.
7. Added language to restrict construction (but allow remodeling) of RV in A, R, FR zones.
8. Removed requirement to store AV on approved material, but required AV storage areas to be maintained weed free.
9. Removed requirement for paved/improved access to continue in the rear yards, but maintained the requirement for a minimum of 20' of tracking area before entering a public right of way.
  - a. Provided exception for no improved access where lots access onto an already existing dirt road.
  - b. Where AV is stored closer than 20' to the public street, an improved surface is required.
10. Excluded agricultural vehicles and machinery when on an agriculturally zoned lot larger than 0.5 acres, and actively used to farm the lot where it is stored.
11. Included exception for screening on lots larger than 1 acre.
12. Included exception to exceed the maximum number of AV's stored on a lot:
  - a. 0.25 Ac = 1 additional (5 total)
  - b. 0.25 – 1 Ac = 2 additional (8 total)
  - c. 1 – 5 Ac = 3 additional (10 total)
  - d. 5+ Ac = 4 additional (14 total)
    - i. When exceeding maximum the following requirements:
      1. Paving/gravel surface for all AV's
      2. Fencing of entire property where AV's stored
      3. Home Occupation license (regardless of ownership)
        - a. Requires Conditional Use application process
          - i. Planning Commission approval
      4. No parking closer than 3' to adjacent properties

5. Maintain AV and site in good repair, clean, and weed free
6. No occupancy of AV's while stored
- e. Obtain Home Occ business license, regardless of ownership
- i. Still need to draft this ordinance

In addition, staff conducted a study of lot sizes throughout the City to help understand the impact to residents and set expectations of areas where more or less accessory vehicle storage would potentially take place. Those counts are below as shown in the table and dispersion shown on the map:

Acreage Range	Count/Units	Max Acc Vehicles
0 – 0.25 Ac	11,966	4 / 5 with CU
0.26 – 0.50 Ac	3,640	6 / 8 with CU
0.51 – 1.0 Ac	654	6 / 8 with CU
1.1 – 5.0 Ac	258	7 / 10 with CU
5.1-12.66	7	10 / 14 with CU



Further discussion items might include:

- Allowing RV storage as a Home Occupation

- If this option is pursued, staff recommends adopting the use a Conditional Use process to be considered by the Planning Commission.
- Identifying other areas of the City where RV storage might be necessary, desirable, or possible.

Other existing ordinances that already exist to regulate parking of RV's and other accessory vehicles are listed below:

4-5-3(C)(22): Parking or storage of inoperative vehicles, or vehicle parts, on a premises or in the public right of way. Storage or parking that is specifically allowed by the city zoning ordinance shall not be considered a nuisance.

6-5:

- Regulates where on street parking can occur
- Commercial vehicle parking not allowed on public streets
- No RV parking on street more than 12 hours
- Cannot repair vehicle on street parking
- Cannot obstruct sidewalk

### **DISCUSSION:**

Whereas this is a legislative item, the Planning Commission held a public hearing on August 16, 2023. Public hearing notices were provided to the State of Utah, mailed to all registered and affected entities, and posted in the City as required by ordinance on August 4, 2023.

In response to the public hearing notice, the City received comments that cited concern with the relatively large number of accessory vehicles the proposed ordinance allowed on residential properties.

### **Standards for Consideration**

As stated in City Code 10-5-8(E) Approval Standards, "A decision to amend the text of this title or the zoning map is a matter within the legislative discretion of the City Council as described in subsection 10-5-6(A) of this chapter. In making an amendment, the following factors should be considered:"

#### **1. Whether the proposed amendment is consistent with goals, objectives, and policies of the General Plan;**

**Finding:** The adopted General Plan—*Herriman NEXT*—states the following goal:

#### **GOALS:**

- 4.2.2 – Herriman aims to enhance the public realm throughout the City....and create neighborhoods of lasting value and beauty.



The General Plan further states that “Herriman will recognize the different types and character of Herriman’s neighborhoods and match amenities that are compatible/tailored/appropriate.”

Based on direct observation, many Herriman residents own recreational vehicles and accessory trailers that facilitate the enjoyment of outdoor recreation. These vehicles are frequently stored on the resident’s property for convenience. However, storage of these vehicles can affect neighborhoods and, in some cases, may be detrimental to public safety, property values, and the enjoyment of one’s property in a residential neighborhood. The proposed amendment allows the storage of these vehicles but in a manner that promotes public safety and “neighborhoods of lasting value and beauty.” As such, the proposed amendment seeks to achieve the goals of the General Plan while balancing the values and interests of Herriman residents and property owners.

**2. Whether the proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property;**

**Finding:** As stated, RV and utility trailer storage is currently happening on several lots in the City. Some storage is good, while other storage poses safety and community aesthetic concerns. The proposed ordinance promotes orderly and safe accessory vehicle storage within agricultural and residential neighborhoods. The purpose of the ordinance states that the ordinance allows RV and utility trailer ownership while “also protecting neighborhoods and the community from unsafe and unsightly storage. It also intends to promote a desirable approach to accessory vehicle storage on residentially utilized lots.”

**3. The extent to which the proposed amendment may adversely affect adjacent property; and**

**Finding:** There are several properties in the City that appear to violate the current City Code. However, enforcing these regulations has been difficult (given existing limitations). For example, the current ordinance does not allow RV storage in the front yard for more than seven (7) days in *residential zones*; the regulation should clarify that it applies to all residential and agricultural land uses and zones. As such, the proposal will extend regulations into all properties used for single-family homes, whether in the R (Residential), A (Agricultural), or FR (Forest Recreational) zones.

For properties that do not comply with the enhanced regulations for accessory vehicle storage, the staff proposed, and the Commission recommended, a one-year grace period of strict enforcement to allow residents time to comply with the new ordinance (if adopted).

**4. The adequacy of facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection.**

**Finding:** None of the proposed amendments increase land use intensity or impact public facilities and services. As such, staff finds the proposal complies with this standard of review.



The intent of the ordinance is not to restrict accessory vehicle storage but to regulate where that use occurs on single-family lots. By so doing, the potential negative impacts of storage in the City will be diminished while improving public safety, preserving property rights, diminishing negative aesthetic affects, and protecting property values.

**ALTERNATIVES:**

N/A For discussion only.

**FISCAL IMPACT:**

Approval or denial of the proposed Land Development Code amendments will not directly impact the Herriman City Budget. However, clarification of the existing City Code that regulates RV storage will improve the efficiency and effectiveness of code enforcement by Community Services.

**ATTACHMENTS:**

A. Proposed Ordinance Changes

Herriman City ~~RV~~ Accessory Vehicle Storage Ordinance Amendments:

Defined: 12-2-1 (~~COPY/REFER in MOVE TO 10-29-223~~)

ACCESSORY VEHICLE: Any vehicle, or trailer which is not considered a passenger car, van, truck, or similar nor which is typically counted against the required parking stalls for residential uses. Recreational vehicles, and utility trailers are accessory vehicles. Personal UTV/ATV's (side by sides, wave runners, 4-wheelers, motorcycles, and similar) are not accessory vehicles.

RECREATIONAL VEHICLE:

A. A vehicle, camper, or trailer which is:

1. Built on a single chassis;
- ~~2.~~ Four hundred (400) square feet or less when measured at the largest horizontal projections;
- ~~2-3.~~ Can be driven or towed upon the highway without a special permit;
- ~~3-4.~~ Designed to be self-propelled or permanently towable by a light duty truck (up to Class 3, or 14,000lbs. GVWR), and; ~~and~~
- ~~5.~~ Not Designed primarily ~~not~~ for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel, or seasonal use
- ~~4-6.~~ Used for hauling livestock, and other recreational vehicles (boats, ATV's, and similar);

B. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

C. A Recreational Vehicle is not:

1. Utility trailers used for purposes other than recreating or hauling as listed above;
2. Individual ATV or UTV's;
3. Large passenger vans used as a primary transportation mode, but which may include features which provides for recreating; or
- ~~1-4.~~ Any other heavy duty commercially-used vehicle or trailer.

10-29-22: Accessory Vehicle Storage:

Purpose: As Recreational and Accessory Vehicle ownership continues to be desirable for Herriman City residents, it is the intent of this ordinance to continue allowing that to occur, while also protecting neighborhoods and the community from unsafe, and unsightly accessory vehicle storage. It also intends to promote a desirable approach to accessory vehicle storage on residentially zoned lots.

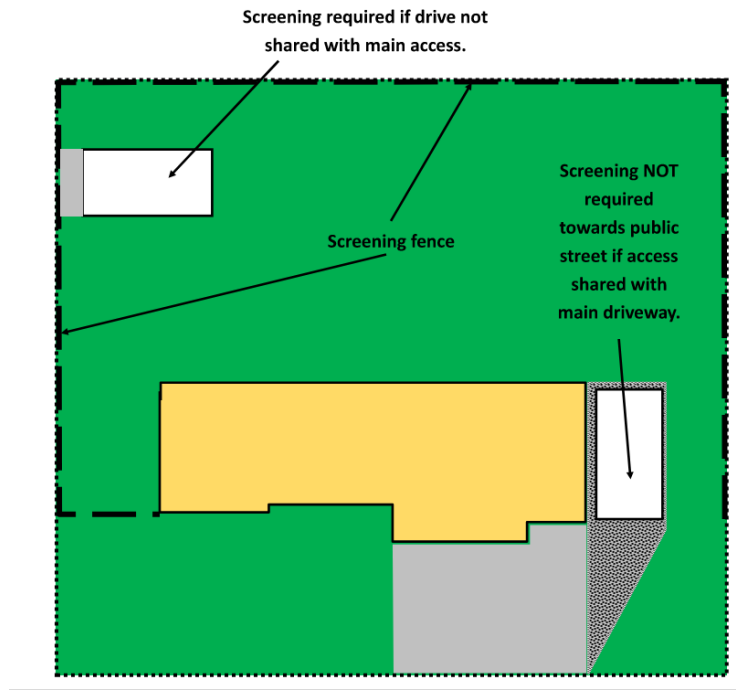
Accessory vehicle storage shall be permitted in residential (R), agricultural (A), and forest recreation (FR) zones as follows:

- A. Outdoor Accessory Vehicle storage shall not be allowed on any lot zoned as Agricultural (A), Residential (R), or Forest Recreation (FR) except when a permanent home, or other primary use is established on the property, or as specified below in (C)(1).
- B. Recreational Vehicles shall not be occupied when located on any property, except:
  - 1. When being used as a temporary shelter (travel trailer, camper, etc) to allow a property owner to construct a single family home on their vacant lot for a period of no longer than one year;
    - a. The property owner obtain a land use permit from the City allowing temporary occupancy of the Recreational Vehicle on the property.
    - b. The property owner must have evidence of having obtained a legal building permit for the home from the City on site.
    - c. The Recreational Vehicle must be located on the property so as not to interfere with traffic or sidewalk circulation and is not allowed to attach to any utility including water, sewer, gas or electrical.
    - d. The Recreational Vehicle and site must be maintained in a clean manner as not to create excessive amounts of trash, noise, smells and unnecessary debris.
- C. No storage of material is permitted in any Recreational Vehicle located on a lot zoned as Agricultural (A), Residential (R), or Forest Recreation (FR)
- D. All AV's stored on any property described above shall be maintained in good working and cosmetic condition.
- E. For AV's with wheels, proper blocking which ensures secure storage on the site, especially on sloped storage areas is required.
- F. Number of allowed Accessory Vehicles including Recreational Vehicles and utility trailers for each of the following lots zoned as Agricultural (A), Residential (R), or Forest Recreation (FR);
  - 1. Accessory Vehicles located entirely within a garage, or accessory structure do not count towards the total allowed on the property.
  - 2. Up to 0.25 Acres (0 – 10,891 Square Feet)
    - a. Total of four (4)
  - 3. 0.25 Acres to 1 acre (10,891 – 43,560 Square Feet)
    - a. Total of six (6)
  - 4. 1 – 5 acres (43,561 – 217,800Sq. Feet)
    - a. Total of seven (7)
  - 5. 5 acres+
    - a. Total of ten (10)
  - 6. Agricultural Vehicles and machinery used for active agricultural activities on the property where they are stored, and which is larger than 0.5 acres do not count as Accessory Vehicles.
  - 7. Exception to exceed the total number of allowed AV's on a property:
    - a. An applicant may exceed the total number of allowed AV's on a property by a maximum of:
      - 1. One (1) for lots 0.25 acres and less
      - 2. Two (2) for lots 0.25 – 1 acres
      - 3. Three (3) for lots 1 – 5 acres
      - 4. Four (4) for lots greater than 5 acres

- b. A conditional use for AV storage must be applied for which includes obtaining a Home Occupation for AV storage.
- c. When an applicant exceeds the maximum number of AV's allowed on a property the following improvements shall be provided:
  - 1. All storage of AV's must be on an improved surface of one of the following:
    - a. Concrete
    - b. Asphalt
    - c. Gravel, when installed at a minimum 4" deep and which includes a 4" wide and 4" tall concrete boundary.
      - i. If gravel is installed the applicant shall maintain the area weed free.
  - 2. Screening from adjacent properties:
    - a. A minimum 6' solid fence shall be installed around the entire property where the AV storage is located.
  - 3. All AV's shall be parked no closer than three (3) feet from any adjacent property in the sides and rear portions of the lot.
  - 4. All AV's shall be maintained in good condition; no storing of inoperable, junk vehicles is permitted.
  - 5. No AV shall be occupied as living quarters while stored on the lot.

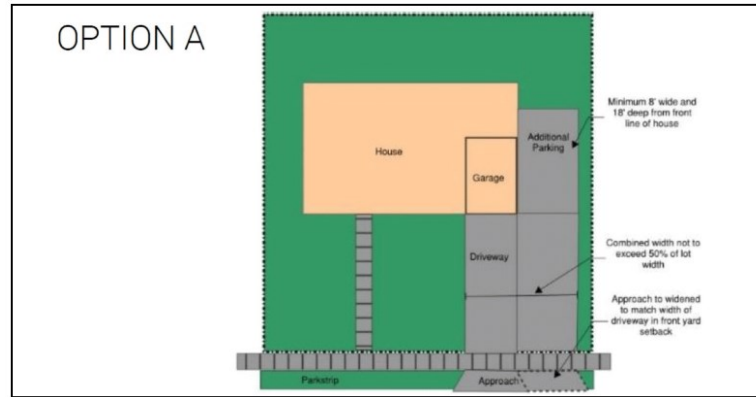
#### G. Screening

- 1. All Accessory Vehicle storage shall be screened from view of the public street, public trails and open space, and adjacent property owners with a six (6') foot solid fence or within a legal accessory structure except:
  - a. If the Accessory Vehicle is naturally screened from view by the topography of the lot. It shall be the applicant's burden to provide views to and from the public street and towards adjacent homes from the vehicle storage location.
  - b. If the Accessory Vehicle parking shares access with the main parking area (garage) of the home, and is located behind the front of the home as required, no screening is required towards the public street.
  - c. Exception: Large Lot Storage
    - 1. On lots one acre and larger, when 3 or fewer AV's are stored on the property, a property owner may request to waive screening requirements when all of the following conditions are met:
      - a. The storage area does not front public rights of way, sidewalks, trails, parks, schools, or other similar public properties/ areas.
      - b. The storage area is located more than 100' from the front lot line.
      - c. The storage area is located more than 75' away from any residential home.
      - d. The storage area is located in a rear yard.

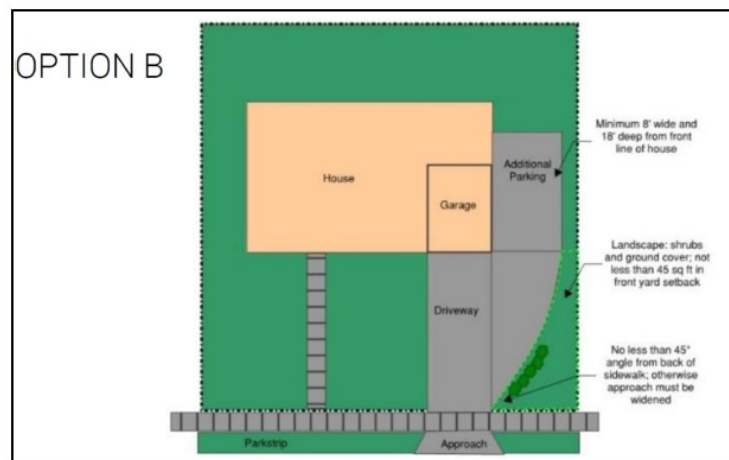


#### H. Permitted Vehicle Storage Location and Access:

1. No portion of the Accessory Vehicle shall extend into the front yard setback, or be in front of the front plane of the home.
2. Construction of Accessory Vehicles is not permitted in any (A) Agricultural, (R) Residential, or (FR) Forest Recreational.
  - a. Repair/remodeling of personally owned AV's is permitted on site.
3. Access to location:
  - a. Any new driveway shall be reviewed by City staff to ensure adequate access to the storage site.
    1. When an additional driveway or widening of the primary driveway is necessary (see Option A below), the applicant shall provide a drive approach within the public right of way.
      - a. The widened, or additional, drive approach shall be paved with concrete as approved by the City when within public right of way.
      - b. A permit from the City is required to perform any work in the public right of way.



- b. A driveway taper approach is also allowed (see Option B below) when driveway access is provided at no less than a forty five degree (45°) angle from the public sidewalk, or other point as determined appropriate by staff. The remnant area in the front yard setback shall be landscaped with a minimum ground cover, provided that this option is not allowed if the remnant landscaped area is less than forty five (45) square feet.



1. When Accessory Vehicle storage is provided in a required side yard as established by the underlying zone, no structural covering of the vehicle is permitted to extend into the required side yard.
4. The parking area for Accessory Vehicles shall be kept in good condition, be regularly maintained, and shall be constructed as to not cause drainage onto adjacent properties.
5. Driveway access shall be provided to the accessory parking from the front lot line to the rear yard setback with materials provided for in (c) below:
  - a. If the side yard is fenced, driveway access shall only be required to the front yard setback.
  - b. If access to the accessory pad comes from an approved driveway that is not the main access for the home, an improved surface shall be provided for within 20' of any public road, sidewalk, trail, or right of way as provided for in (c) below:

- c. A hard surface material which is limited to concrete, heavy duty driveway pavers, or asphalt. Other materials such as a gravel or crushed concrete surface, may also be utilized provided:
  - 1. The gravel or crushed concrete is at least four inches (4") deep, compacted, and is sized between 1/2 inch to 1 1/2 inches;
    - a. A poured concrete or masonry border with a minimum four inch (4") width and four inch (4") depth is constructed on all exterior sides of the surface with masonry being limited to either brick, stone or precast concrete;
  - 2. Road-base or other similar materials shall not be substituted for compactible gravel or crushed concrete; and
  - 3. The surface material is properly maintained, kept free of weeds or other vegetation and is kept fully contained within the allowed area.
  - 4. Exception: If the street to the lot is not paved, then the material of the access to the accessory vehicle parking area may match, but not be inferior to, the material of the street.

I. Time of Compliance

- 1. In order to provide Herriman residents time to comply with City ordinance and who do not currently comply with City ordinance:
  - a. No formal action by the City shall be pursued or allowed for a period of one year from the date of approval by the City Council except in cases where a code enforcement case has already been established.

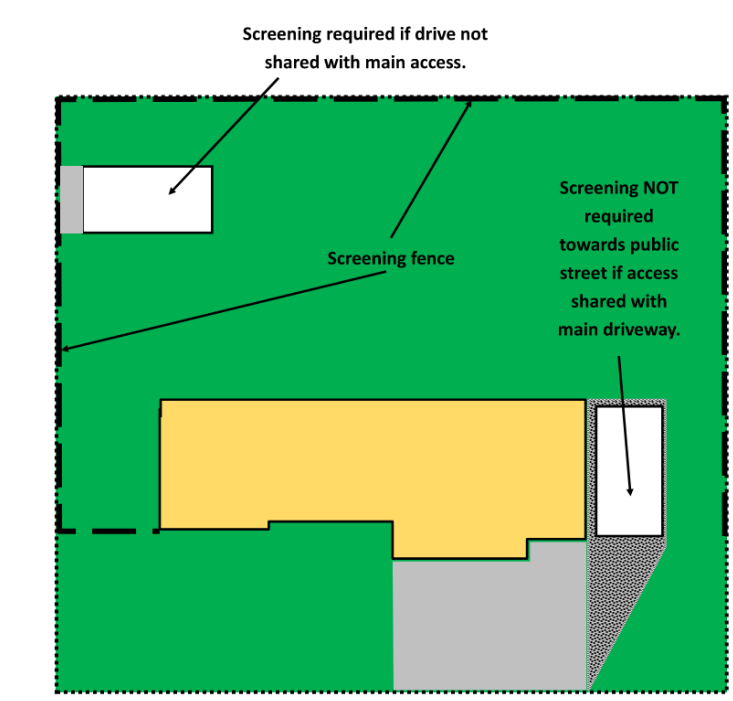
- A. Outdoor Accessory Vehicle storage shall not be allowed on any lot zoned as Agricultural (A), Residential (R), or Forest Recreation (FR) except when a permanent home, or other primary use is established on the property, or as specified below in (C)(1).
- B. Recreational Vehicles shall not be occupied when located on any property, except:
  - 1. When being used as a temporary shelter (travel trailer, camper, etc) to allow a property owner to construct a single family home on their vacant lot for a period of no longer than one year;
    - a. The property owner obtain a land use permit from the City allowing temporary occupancy of the Recreational Vehicle on the property.
    - b. The property owner must have evidence of having obtained a legal building permit for the home from the City on site.
    - c. The Recreational Vehicle must be located on the property so as not to interfere with traffic or sidewalk circulation and is not allowed to attach to any utility including water, sewer, gas or electrical.
    - d. The Recreational Vehicle and site must be maintained in a clean manner as not to create excessive amounts of trash, noise, smells and unnecessary debris.
- C. No storage of material is permitted in any Recreational Vehicle located on a lot zoned as Agricultural (A), Residential (R), or Forest Recreation (FR)
- D. All AV's stored on any property described above shall be maintained in good working and cosmetic condition.
- E. For AV's with wheels, proper blocking which ensures secure storage on the site, especially on sloped storage areas is required.
- F. Number of allowed Accessory Vehicles including Recreational Vehicles and utility trailers for each of the following lots zoned as Agricultural (A), Residential (R), or Forest Recreation (FR);
  - 1. Accessory Vehicles located entirely within a garage, or accessory structure do not count towards the total allowed on the property.
  - 2. Up to 0.25 Acres (0 – 10,891 Square Feet)
    - a. Total of four (4)
  - 3. 0.25 Acres to 1 acre (10,891 – 43,560 Square Feet)
    - a. Total of six (6)
  - 4. 1 – 5 acres (43,561 – 217,800Sq. Feet)
    - a. Total of seven (7)
  - 5. 5 acres+
    - a. Total of ten (10)
  - 6. Agricultural Vehicles and machinery used for active agricultural activities on the property where they are stored, and which is larger than 0.5 acres do not count as Accessory Vehicles.
  - 7. Exception to exceed the total number of allowed AV's on a property:
    - a. An applicant may exceed the total number of allowed AV's on a property by a maximum of:
      - 1. One (1) for lots 0.25 acres and less
      - 2. Two (2) for lots 0.25 – 1 acres
      - 3. Three (3) for lots 1 – 5 acres
      - 4. Four (4) for lots greater than 5 acres



- b. A conditional use for AV storage must be applied for which includes obtaining a Home Occupation for AV storage.
- c. When an applicant exceeds the maximum number of AV's allowed on a property the following improvements shall be provided:
  - 1. All storage of AV's must be on an improved surface of one of the following:
    - a. Concrete
    - b. Asphalt
    - c. Gravel, when installed at a minimum 4" deep and which includes a 4" wide and 4" tall concrete boundary.
      - i. If gravel is installed the applicant shall maintain the area weed free.
  - 2. Screening from adjacent properties:
    - a. A minimum 6' solid fence shall be installed around the entire property where the AV storage is located.
  - 3. All AV's shall be parked no closer than three (3) feet from any adjacent property in the sides and rear portions of the lot.
  - 4. All AV's shall be maintained in good condition; no storing of inoperable, junk vehicles is permitted.
  - 5. No AV shall be occupied as living quarters while stored on the lot.

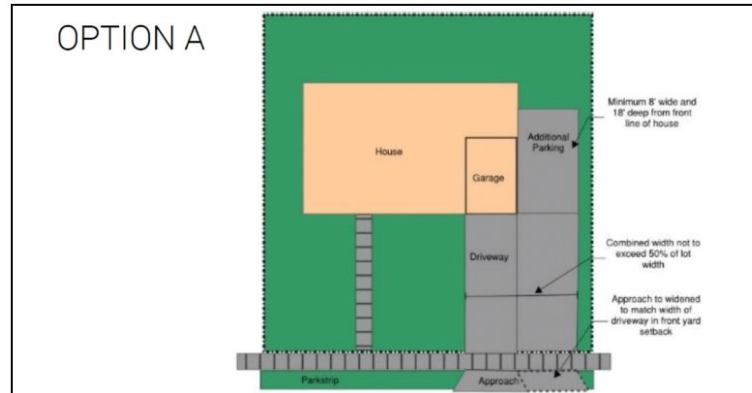
#### G. Screening

- 1. All Accessory Vehicle storage shall be screened from view of the public street, public trails and open space, and adjacent property owners with a six (6') foot solid fence or within a legal accessory structure except:
  - a. If the Accessory Vehicle is naturally screened from view by the topography of the lot. It shall be the applicant's burden to provide views to and from the public street and towards adjacent homes from the vehicle storage location.
  - b. If the Accessory Vehicle parking shares access with the main parking area (garage) of the home, and is located behind the front of the home as required, no screening is required towards the public street.
  - c. Exception: Large Lot Storage
    - 1. On lots one acre and larger, when 3 or fewer AV's are stored on the property, a property owner may request to waive screening requirements when all of the following conditions are met:
      - a. The storage area does not front public rights of way, sidewalks, trails, parks, schools, or other similar public properties/ areas.
      - b. The storage area is located more than 100' from the front lot line.
      - c. The storage area is located more than 75' away from any residential home.
      - d. The storage area is located in a rear yard.

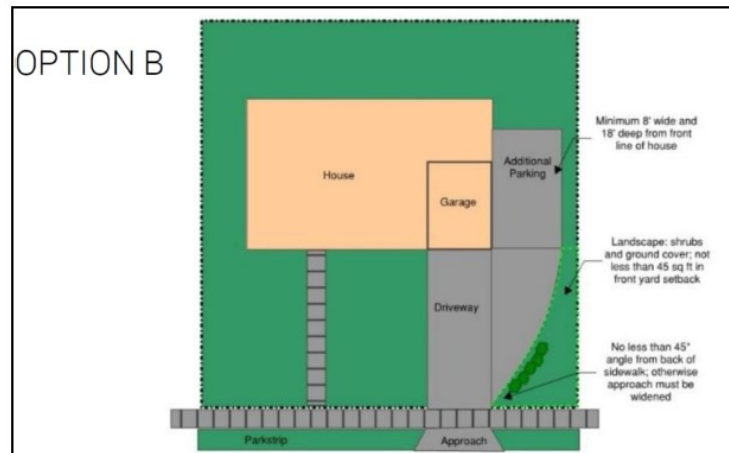


#### H. Permitted Vehicle Storage Location and Access:

1. No portion of the Accessory Vehicle shall extend into the front yard setback, or be in front of the front plane of the home.
2. Construction of Accessory Vehicles is not permitted in any (A) Agricultural, (R) Residential, or (FR) Forest Recreational.
  - a. Repair/remodeling of personally owned AV's is permitted on site.
3. Access to location:
  - a. Any new driveway shall be reviewed by City staff to ensure adequate access to the storage site.
    1. When an additional driveway or widening of the primary driveway is necessary (see Option A below), the applicant shall provide a drive approach within the public right of way.
      - a. The widened, or additional, drive approach shall be paved with concrete as approved by the City when within public right of way.
      - b. A permit from the City is required to perform any work in the public right of way.



- b. A driveway taper approach is also allowed (see Option B below) when driveway access is provided at no less than a forty five degree ( $45^\circ$ ) angle from the public sidewalk, or other point as determined appropriate by staff. The remnant area in the front yard setback shall be landscaped with a minimum ground cover, provided that this option is not allowed if the remnant landscaped area is less than forty five (45) square feet.



4. When Accessory Vehicle storage is provided in a required side yard as established by the underlying zone, no structural covering of the vehicle is permitted to extend into the required side yard. The parking area for Accessory Vehicles shall be kept in good condition, be regularly maintained, and shall be constructed as to not cause drainage onto adjacent properties.
5. Driveway access shall be provided to the accessory parking from the front lot line to the rear yard setback with materials provided for in (c) below:
  - a. If the side yard is fenced, driveway access shall only be required to the front yard setback.
  - b. If access to the accessory pad comes from an approved driveway that is not the main access for the home, an improved surface shall be provided for within 20' of any public road, sidewalk, trail, or right of way as provided for in (c) below:
  - c. A hard surface material which is limited to concrete, heavy duty driveway pavers, or asphalt. Other materials such as a gravel or crushed concrete surface, may also be utilized provided:

1. The gravel or crushed concrete is at least four inches (4") deep, compacted, and is sized between 1/2 inch to 1 1/2 inches;
  - a. A poured concrete or masonry border with a minimum four inch (4") width and four inch (4") depth is constructed on all exterior sides of the surface with masonry being limited to either brick, stone or precast concrete;
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## STAFF REPORT

**DATE:** August 19, 2024

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

**FROM:** Blake Thomas, Community Development Director

**SUBJECT:** High-Speed Internet Task Force Update

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### **RECOMMENDATION:**

There is no staff recommendation for this item. The information provided will be a status update.

### **ISSUE BEFORE COUNCIL:**

Update on options that will promote the installation of high-speed internet throughout the city

### **BACKGROUND/SUMMARY:**

Herriman has the desire to become an inter-connected smart city by utilizing a fiber optic network(s) to operate city infrastructure and provide high-speed fiber optic internet to Herriman anchor institutions, businesses, and residences. The benefits of the city coordinating with a private fiber optic internet provider include:

- Allows for efficient use of city and private infrastructure.
- Promotes installation of internet service to currently underserved areas of the city.
- Provides reliable and efficient operation of city infrastructure.
- Reliable response for all emergency services
- Promotes multiple competitive high-speed internet service options for residents.

The Broadband Task Force has reported to the city council on several occasions. The task force has discussed Herriman City's goals of how to best implement a fiber optic network that would help the city to operate more efficiently and prepare for future needs as well as provide the residents with another option for high-speed internet. A solicitation (ITN) was publicly advertised in February of 2024 requesting proposals from qualified candidates for the intent to negotiate terms of an agreement to consult on utilizing fiber optic networks to connect city infrastructure such as city buildings, traffic signals, water meters, etc. Proposers were also asked to provide solutions to connect fiber internet to all city residents.

### **DISCUSSION:**

It was determined that Herriman's original concept of an open access network utilizing a public-private partnership was unfeasible due to rising construction costs and high interest rates. As a

result, the second ITN request was publicly advertised with an adjustment to the scope. Five proposals were received in response to the solicitation. Herriman did not issue a notice of award to any of the proposers. There are several fiber internet providers that have a franchise agreement with Herriman who the city could coordinate with to help with achieving the goals of the ITN. Staff have only discussed the ITN with one of the providers who is actively working in Herriman under their franchise agreement. None of the other proposers have a franchise agreement with Herriman.

A map has been prepared showing locations where the city desires to have physical fiber connections, areas in Herriman that are under-served in terms of internet service, and locations of existing fiber conduit. This map will be utilized to help identify critical areas where the city will need service from fiber internet providers.

The next steps are to issue an official “notice of award” to one of the proposers, draft an agreement identifying terms that help both the city and proposer achieve their goals, and present the agreement to the City Council for approval.

**ALTERNATIVES:**

No alternatives are listed here whereas this report is a status update from the task force.

**FISCAL IMPACT:**

None identified.





## Utah Residential Broadband Map

### List Providers At

Street Address


Address

Required!

Zip or

City

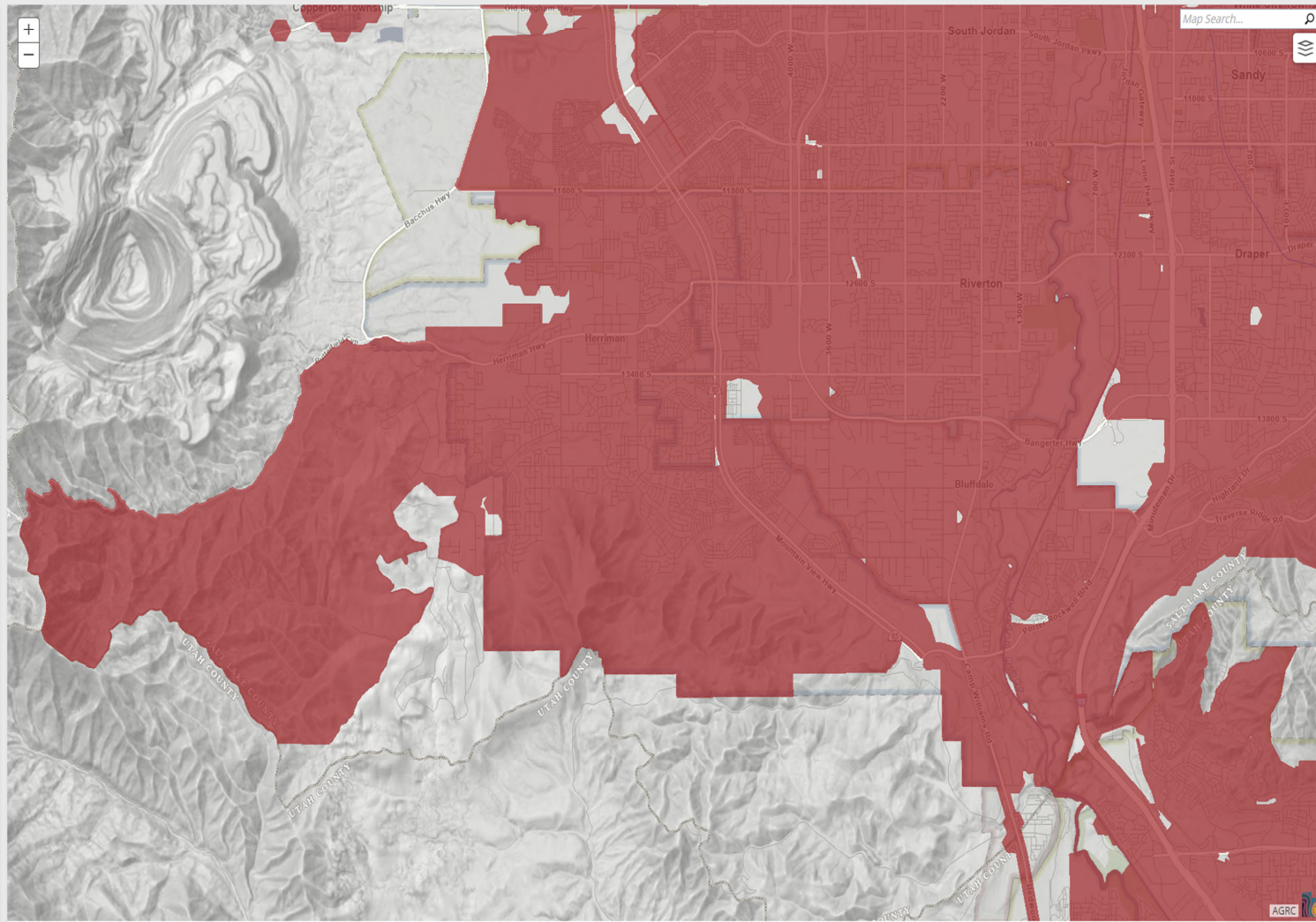
Map Click

 Click anywhere on the map to see providers for that location.

### Provider Results

Provider Name	Max Speeds
---------------	------------

Use the tools above to get provider results for any location.



[Map Help](#) | [Report a Problem](#) | [About This Map](#) | [Other Maps & Resources](#) | [Print Map](#)

### Map Filters

Maximum Advertised Speeds  
Download Speeds

megabits per second (Mbps)

Upload Speeds

Technology Type

☒ Wireline

☒ Cable

☒ DSL

☒ Fiber

☐ Fixed Wireless

☐ Mobile Wireless

[Satellite \(more info\)](#)

Providers

☒ Show All Providers

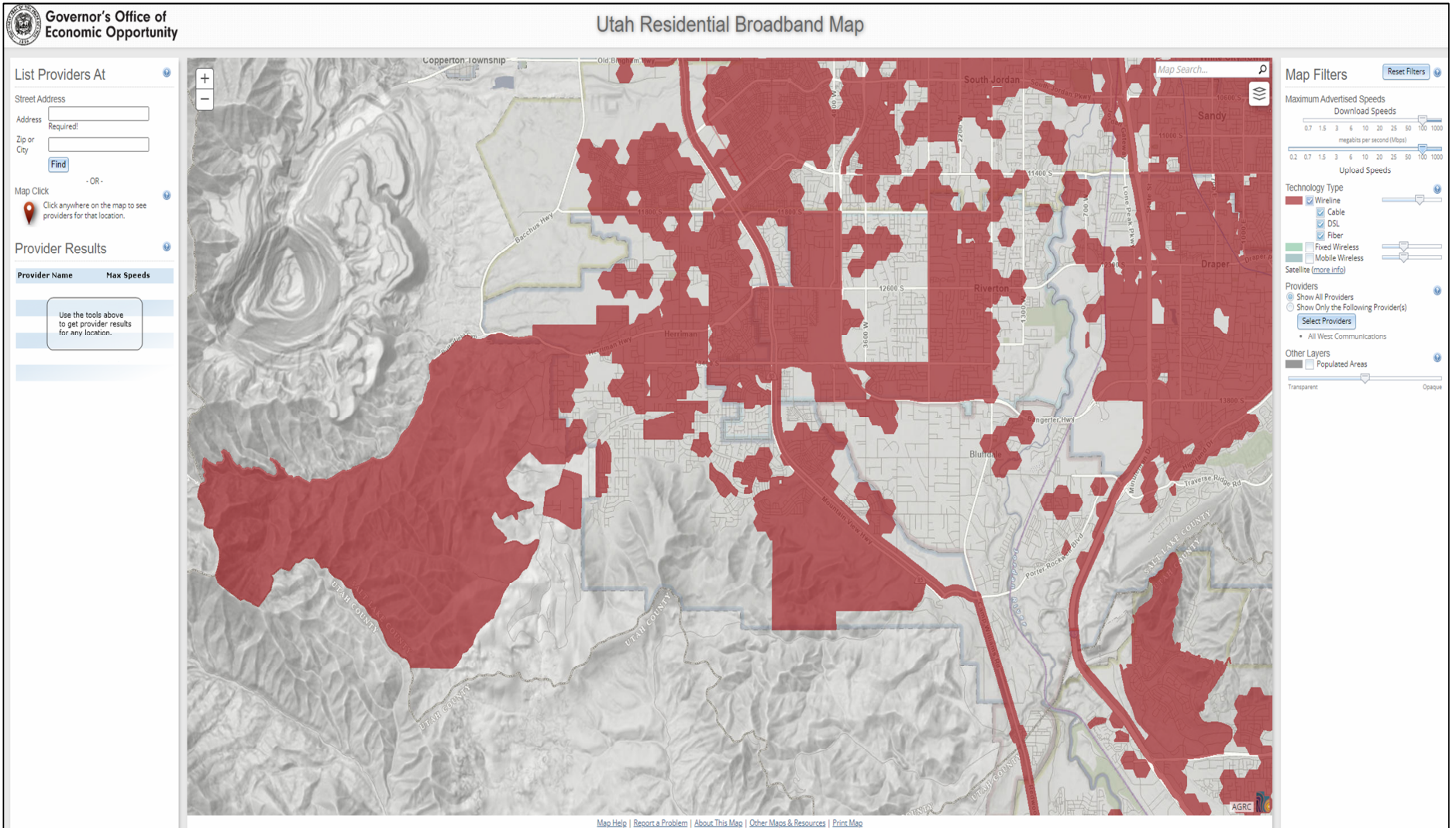
☐ Show Only the Following Provider(s)

☐ All West Communications

Other Layers

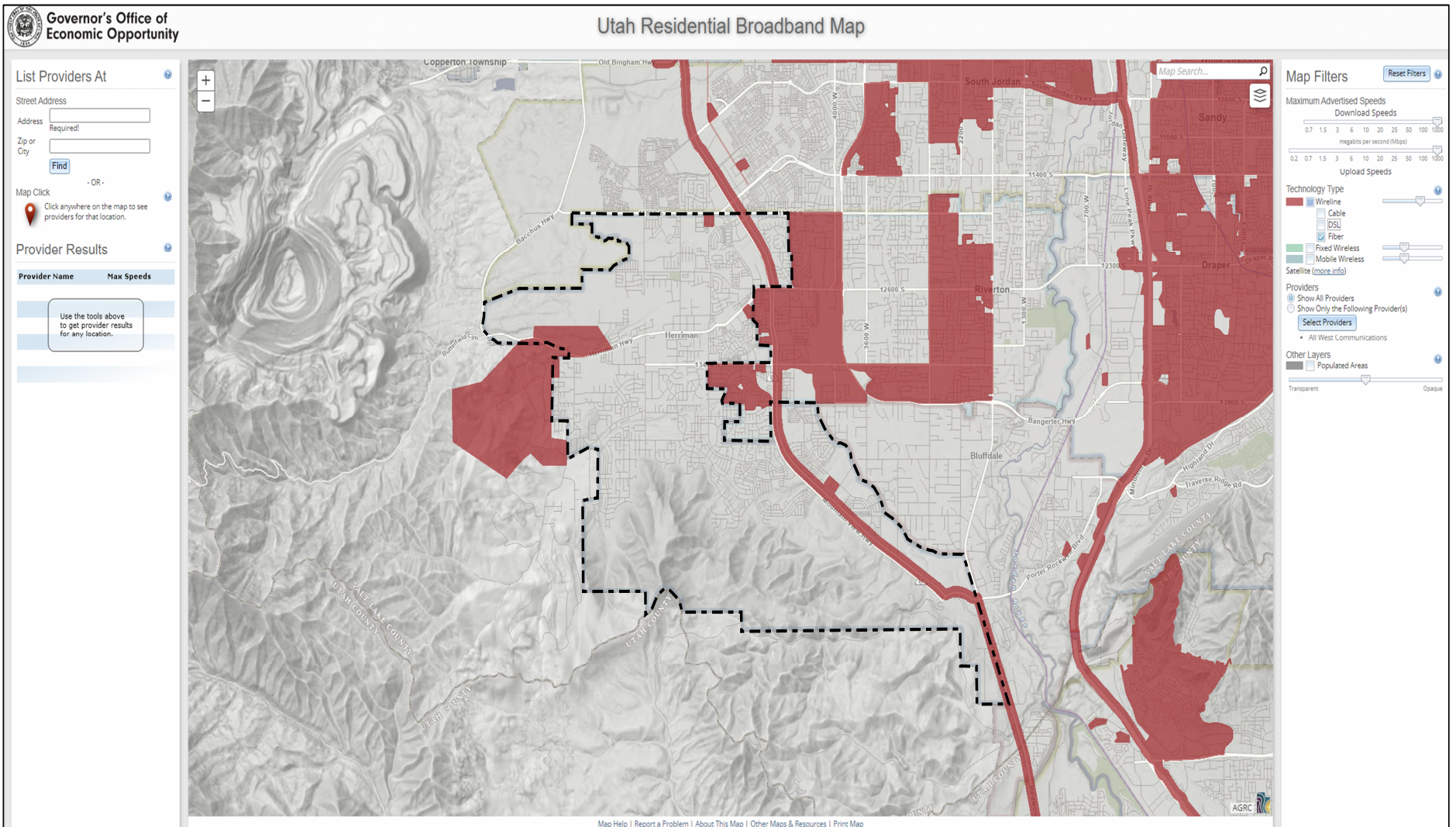
☒ Populated Areas

MAP SHOWING AREAS SERVED WITH AT LEAST 10 Mbps UPLOAD AND DOWNLOAD SPEED WITH CABLE/DSL/FIBER



MAP SHOWING AREAS SERVED WITH AT LEAST 100 Mbps UPLOAD AND DOWNLOAD SPEED WITH CABLE/DSL/FIBER





MAP SHOWING AREAS SERVED WITH AT LEAST 1000 Mbps UPLOAD AND DOWNLOAD SPEED WITH FIBER



# HERRIMAN CITY LOCATIONS FOR FIBER OPTIC SERVICE

0 3,000 6,000  
Feet



 Herriman City Boundary

Fiber Locations

 Building

 Park

 Park Facility

 Storm Water

 Water

 Signal





## STAFF REPORT

**DATE:** August 13, 2024

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

**FROM:** Wendy Thomas

**SUBJECT:** National Parks and Recreation Month Photo Contest Winners

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**RECOMMENDATION:**

Award bicycles to the winning entries.

**BACKGROUND/SUMMARY:**

July is annually celebrated as National Parks and Recreation Month. To celebrate “Parks and Rec Month” the Events and Communications Department held “Yeti in the Park” events across the City. A Photo Contest was added this year, asking residents to submit photos of them playing, recreating or relaxing in one of our beautiful city parks, along our trails or in our open space. We received 28 entries and three winners were selected by the Mayor and Council. Congratulations to Yaleisy Mason, Tammy Mortensen and Clark Ragsdale on your winning entries!



## CITY COUNCIL MINUTES

**Wednesday, June 12, 2024**

**\*Amended June 10, 2024 @ 11:20 a.m.\***

**Awaiting Formal Approval**

The following are the minutes of the City Council meeting of the Herriman City Council. The meeting was held on **Wednesday, June 12, 2024, at 5:00 p.m.** in the Herriman City Council Chambers, 5355 West Herriman Main Street, Herriman, Utah. Adequate notice of this meeting, as required by law, was posted in the City Hall, on the City's website, and delivered to members of the Council, media, and interested citizens.

**Presiding:** Mayor Lorin Palmer

**Councilmembers Present:** Jared Henderson, Teddy Hodges, Steven Shields

**Staff Present:** City Manager Nathan Cherpeski, Assistant City Manager Wendy Thomas, City Recorder Jackie Nostrom, Finance Director Kyle Maurer, Communications Manager Jonathan LaFollette, City Planner Michael Maloy, Unified Fire Authority Assistant Chief Anthony Widdison, Public Works Director Justun Edwards, Community Development Director Blake Thomas, Deputy Chief of Police Cody Stromberg, Police Chief Troy Carr, Public Utilities Engineering Manager Jonathan Bowers.

**Councilmembers Excused:** Sherrie Ohrn

**5:30 PM – WORK MEETING:** (Fort Herriman Conference Room)

**1. Council Business**

Mayor Lorin Palmer called the meeting to order at 5:33 p.m.

### **1.1. Review of this Evening's Agenda**

The Council and staff briefly reviewed the agenda.

### **1.2. Future Agenda Items**

City Manager Nathan Cherpeski highlighted the request for proposals for federal lobbyist selection. He requested two members of Council to help with the interview process. Councilmember Teddy Hodges and Mayor Palmer volunteered to help with the request.

Councilmember Steven Shields raised a concern regarding the City Council's policy on recusals, noting the current rules stipulate that any recusal, unless due to a financial conflict of interest, must be counted as a no vote. He suggested the need for a discussion to clarify or potentially revise the policy. Councilmember Hodges questioned whether the rule applied specifically to financial conflicts. City Attorney Todd Sheeran responded in the affirmative.

### **1.3. Council discussion of future citizen recognitions**

Councilmember Hodges mentioned the need to acknowledge the 2024 Grand Marshal. Mayor Palmer suggested recognizing the organizer of the kite festival which had a remarkable turnout.

## **2. Administrative Reports**

### **2.1. \*Utah League of Cities and Towns Update – Cameron Diehl, Executive Director ULCT**

City Manager Nathan Cherpeski noted ULCT Executive Director Cameron Diehl was invited to come and speak at the request of the Council to address several pressing issues regarding the League's role and effectiveness. Councilmember Steven Shields asked for the primary focus to be on the value of the city's financial contributions to the league, especially in light of recent concerns about its representation and advocacy efforts. He questioned whether the League's leadership structure, which he felt lacked sufficient representation for smaller cities, adequately served the interest of the City.

Executive Director Diehl responded by outlining the League's organizational structure, which includes a 21-member Board of Directors. This board was elected through a nominations committee process, designed to ensure representation from various geographic areas and city sizes. Executive Director Diehl described recent reforms to increase the board's size and the addition of a city manager to the executive committee to better reflect the League's growing membership. He detailed how the nominations committee, chaired by Kate Bradshaw, was responsible for vetting candidates for the Board, with an emphasis on transparency and inclusivity.

Councilmember Shields recounted specific instances where he felt the League was overly accommodating to legislative priorities, which he believed undermined local city authority. He analyzed the League's tendency to align with state leadership instead of standing firm against legislative encroachments on city governance. An example was highlighted referring to a meeting where it was suggested that the legislature was enacting laws to "protect cities from themselves," which he found troubling.

Councilmember Jared Henderson echoed the concerns, highlighting a perception that the League was not effectively defending city interests and was instead reacting passively to external pressures. He noted a need for a stronger, unified stance from the League against state policies that erode city autonomy, suggesting that the League should adopt more definitive positions and mobilize city leaders more effectively.

Executive Director Diehl cited recent successes where the league successfully opposed detrimental legislation. He mentioned specific bills, like SB 185 and House Bill 306, where the league drew a "line in the sand" and mobilized action to influence legislative outcomes. He emphasized that the League actively tracks legislative impacts and adjusts strategies to maintain its credibility and effectiveness in advocacy.

Executive Director Diehl focused on analyzing data related to housing units. He looked to counter the Capitol's narrative that cities were hindering housing development. It had been determined that over 190,000 entitled units were waiting to be built, largely due to infrastructure costs rather than city zoning practices. Executive Director Diehl used Herriman as an example of how city-private sector partnerships could address these infrastructure challenges.

He highlighted that removing zoning alone wouldn't solve the issue, as infrastructure costs were a significant barrier. He discussed tax increment financing (TIF) and its potential to address these costs effectively. Executive Director Diehl advocated for tools like the First Home Investment Zone (FHIZ) to support infrastructure and affordability, which he believed was crucial for facilitating housing development.

Executive Director Diehl also discussed the 5<sup>th</sup> Fifth Sales Tax option as a funding mechanism, which had a sunset provision set to expire in mid-2022. He and his colleagues worked to repurpose this funding to benefit cities directly. Their efforts resulted in the 5<sup>th</sup> Fifth fund being extended and modified so that a portion would go directly to Herriman City, with the remainder split between the county and transit.

Executive Director Diehl emphasized the importance of leveraging funding for transit innovation

grants and encouraged Herriman to apply for these grants. He believed that such funding could help demonstrate the benefits of expanding transit services and improve the system's effectiveness. Mayor Palmer and Councilmember Henderson expressed their appreciation for Executive Director Diehl's efforts and the League's work. The Council acknowledged the need for honest feedback and constructive criticism to improve advocacy and representation. Executive Director Diehl agreed to follow up with additional information and remained open to further discussions.

**2.2. Discussion regarding the First Home Investment Zone (FHIZ) – Olympia – Blake Thomas, Community Development Director**

Community Development Director Blake Thomas outlined the goal of the discussion, which was to gauge the Council's interest in pursuing a new financial tool, referred to as FHIZ without delving into intricate details.

Developer Ryan Button explained the FHIZ, a recent legislative development, was designed to help cities access tax increment financing with a requirement for incorporating housing components, which looked to create affordable or rather "attainable" housing. He emphasized that while the existing Public Improvement District (PID) tool helped with infrastructure development, it would not address housing affordability. The FHIZ tool was designed to create attainable housing by using state funding to support infrastructure and development. Director Thomas interjected that the FHIZ aligned with state goals of promoting housing for individuals earning below 80% of the median household income. The tool could potentially benefit areas like Herriman, where there was an opportunity to develop a retail center surrounded by higher-density, lower-cost housing.

D.A. Davidson Senior Vice President Sam Hartman and Vice President Sam Elder touched on the specifics of the FHIZ program, noting its similarities to the previous HTRZ program. The FHIZ program included requirements for mixed-use developments and looked to integrate various housing types, like that of the Community Reinvestment Area (CRA). It would encourage growth of lower priced housing to create a village where residents could live, work and play. They highlighted how the tax increment funds from FHIZ would be utilized and due to how the program was written, it allowed cities flexibility in deciding how the funds could be spent. The Council expressed concern about ensuring the money was directed towards essential infrastructure improvements rather than being misused. Developer Ryan Button assured the Council the funds would be managed by the City, where they also would have the ability to create specific policies on how the funds could be utilized.

Councilmember Henderson expressed concerns about the broader implications of tax increment funding, emphasizing the need for clear guidelines to ensure the money is used appropriately for infrastructure rather than becoming a political tool. He noted the importance of having a defined end goal for the project and ensuring funds are used effectively to support transit-oriented development.

City Manager Cherpeski asked if the Council wanted to start considering using this land use method. Mayor Palmer expressed his support and recommended Councilmember Henderson to serve alongside himself on the committee. The Council agreed.

**2.4. Discussion on Fiscal Year 2025 and 2026 City of Herriman Final Budgets – Kyle Maurer,**  
Director of Finance and Administrative Services

Finance Director Kyle Maurer highlighted that this session was set aside for any last-minute questions or potential changes to the budget. He noted that no questions had been received from the Council since the last discussion, indicating a smooth process.

Councilmember Shields praised the budget preparation and review process, emphasizing its improved transparency and detail compared to previous years. Councilmember Jared Henderson also commended the process, acknowledging the significant progress made and the enhanced clarity provided. Director Maurer remarked on the learning curve experienced during the budget process and anticipated smoother operations in the future.

**2.3. Change in Water Master Plan, Impact Fee Facilities Plan, and Impact Fee Analysis –**  
Jonathan Bowers, Public Utilities Engineering Manager

Public Utilities Engineering Manager Jonathan Bowers introduced Bowen Collins & Associates Professional Engineer Andres McKinnon to present the changes to the Water Master Plan, Impact Fee Facilities Plan and Impact Fee Analysis.

Engineer McKinnon highlighted significant adjustments since the 2019 master plan, noting an increase in city density and substantial modifications to secondary water service areas. He pointed out that while some areas, like the northwest and east boundaries, had been removed from the plan, there were considerable increases in the density and growth projections throughout the City.

Engineer McKinnon detailed how COVID-19 had impacted construction costs, causing a dramatic rise in the price of water tanks and other infrastructure, which had more than doubled compared to pre-pandemic costs. Despite these increases, the proposed impact fees for new developments had only risen modestly, with a notable increase of around \$600 for quarter-acre lots. He attributed this to a variety of factors, including increased growth and the need to upsize existing infrastructure.

Engineer McKinnon discussed the challenges posed by high growth rates, emphasizing that impact fees alone were inadequate to cover the full cost of necessary infrastructure improvements. He explained that although impact fees were set at the highest defensible costs, they still fell short of covering all expenses, potentially leading to higher taxes to bridge the gap. Mayor Palmer expressed



concerns about the impact on affordability and how the funding mechanisms might affect residents.

Public Works Director Justun Edwards informed the Council he planned to bring the updated master plan, impact fee facility plan, and related documents back for a public hearing on July 10, 2024. He noted the team sent the changes to the Salt Lake County Home Builders Association for their review and comments; however, have not received any feedback yet.

### 3. Adjournment

*Councilmember Henderson moved to adjourn the work meeting at 6:52 p.m. Councilmember Shields seconded the motion, and all present voted aye.*

### 7:00 PM – GENERAL MEETING:

#### 4. Call to Order

Mayor Palmer called the meeting to order at 7:32 p.m. and excused Councilmember Sherrie Ohrn from the meeting.

##### 4.1. Invocation/Thought/Reading and Pledge of Allegiance

Ms. Lauren Christiansen led the audience in the Pledge of Allegiance.

##### 4.2. City Council Comments and Recognitions

Councilmember Teddy Hodges acknowledged the recent events including the rodeo, a memorial breakfast, and a service held at the city park and thanked the rodeo committee and staff for their diligent work. He praised the excellent speeches delivered during the ceremony, notably commending Councilmember Ohrn and Representative Burgess Owens for their impactful contributions.

Mayor Palmer took a moment to express condolences to Councilmember Ohrn and her family for the passing of her mother.

### 5. Public Comment

Lauren Christiansen informed the Council she was the Miss Herriman Runner-Up and spoke passionately about the significance of the Miss Herriman organization. She described how this longstanding community tradition had profoundly impacted her life, noting that it represented more than just a sash and crown; it embodied service, scholarships, success, style, and sisterhood. Ms. Christiansen shared that the scholarships provided by the organization have been crucial for her education and personal growth. Since she began competing in 2017, the pageant has not only helped her discover her identity and build confidence but also allowed her to contribute to her community

through service. She emphasized the importance of continuing to support and fund the Miss Herriman program, highlighting its role in empowering young women and fostering their success. Miss Christiansen concluded by expressing her commitment to ongoing service and her hope that future support for the program will help other young women achieve their goals.

Denise Christiansen indicated she was Lauren's mother and expressed her dismay over the recent decision to eliminate the Miss Herriman scholarship competition from the City budget. She was taken aback by comments suggesting that the competition objectified women, and she challenged this view by drawing comparisons with other competitions that highlight men's strengths, such as the Heisman Trophy and the caber toss. Ms. Christiansen argued that these events, which involve significant training and public performance, are comparable to the Miss Herriman competition, which also required dedication and skill but offers a crown instead of a trophy. She clarified that the actual budget for the Miss Herriman Scholarship competition this year was \$14,000, not the \$20,000 some might have believed. She emphasized the opportunity for Herriman to gain statewide and potentially national recognition by supporting the program. She noted that many participants on the City Youth Council are girls who could benefit from advancing through the Miss Herriman competition. Ms. Christiansen advocated for the value of the scholarship competition in helping young women transition into roles of service and leadership within the community.

Manolo Cruz identified himself as a Colombian director and actor and addressed the Council to discuss his work and its thematic focus on love. Mr. Cruz noted he won the Sundance Film Festival Audience Award for his debut feature film, *Between Sea and Land*, spoke about the emotional impact of his film, which explored the bond between a mother and her disabled son. He explained he was currently in Utah working on his next film, *Bible Trafficker*, and emphasized the importance of love in life, which he believed was often overshadowed by material concerns. He extended an invitation to the Council and the community to attend a screening of *Between Sea and Land* and participate in a discussion about the role of love and positive values in life. Mr. Cruz expressed his enthusiasm for connecting with local audiences and shared his desire to collaborate with cultural organizations in Herriman.

Mario Mora addressed the Council to raise a public safety concern regarding the local parks near his home in the Hamilton Farms area. He reported that individuals, particularly teenagers, have been using motorcycles and motorized bikes in the ballparks, creating dangerous conditions. This activity not only posed a risk to children playing in the parks but also caused significant damage, transforming the parks into makeshift racetracks. Mr. Mora mentioned that despite existing signs prohibiting such activities, they are not sufficiently visible, leading to widespread disregard. He proposed relocating these signs to more prominent locations to enhance their effectiveness and suggested that temporary signs might help address the issue. Mr. Mora expressed concern about the

police response to these violations. He recounted an incident where, despite police intervention, offenders continued their activities, leading to questions about the enforcement of the park rules and the consequences for violators. He urged the Council to consider these issues to improve safety and maintain the condition of the park.

## **6. City Council Reports**

### **6.1. Councilmember Jared Henderson**

There was no report offered.

### **6.2. Councilmember Teddy Hodges**

Councilmember Hodges announced a significant change regarding the South Valley Sewer District, which has now been renamed to the Jordan Basin Improvement District. This rebranding was to hopefully reduce confusion between different entities and should make billing and communication clearer for residents.

Councilmember Hodges also shared news about two recent ribbon-cutting events. He congratulated the new businesses that opened in the area.

### **6.3. Councilmember Sherrie Ohrn**

There was no report.

### **6.4. Councilmember Steven Shields**

Councilmember Shields reported on the current situation with the Mosquito Abatement District, highlighting a significant increase in water levels across local bodies. He explained that unprecedented water levels in the Jordan River, which surged from an average of 550 cubic feet per second to 1,408 cubic feet per second, and high fill levels in nearby lakes and reservoirs were causing expanded riverbanks and areas of standing water. This surplus water necessitated more extensive mosquito treatments than usual, with the district treating 181 acres through May compared to a five-year average of 54 acres. Councilmember Shields noted that, despite the heightened treatment efforts, no West Nile virus has been detected so far, although the District had revised its policy to report any positive mosquito pools to municipal board members. He also reported on recent cases of dengue fever and malaria, which have been travel-related with no local transmission. The District was actively managing mosquito populations through various methods, including adulticide spraying and the use of mosquito fish. He commended the District for its diligent work and efficient use of funds, noting that the District's tax rate is the third lowest in the state and that its substantial fund balance means there is no immediate need to make an adjustment.

## **7. Mayor Report**

Mayor Palmer reported that he and Assistant City Manager Wendy Thomas attended the ITGA Conference last week, hosted by Salt Lake Community College. The week included engaging classes and discussions on how to strengthen partnerships with SLCC, making it a productive and enjoyable experience. During their visit, they also met with Congressman Owens' team, taking full advantage of their time. Additionally, Mayor Palmer was invited to serve on a subgroup of the Commission on Housing Affordability, which has four subgroups. The first meeting of this subgroup was held yesterday, where they reviewed legislative ideas. The next steps involved formalizing their strategies, with draft legislation expected to appear soon.

Mayor Palmer noted he attended a ceremony at Camp Williams for the unveiling of a statue honoring General Williams, after whom the base was named. The statue was funded entirely through private donations, with no taxpayer funds being utilized. It was particularly special as General Williams' grandson, who commissioned and financed the statue, was present along with a few great-grandchildren. Mayor Palmer found the story behind the statue fascinating and planned to share it through social media channels.

Mayor Palmer noted he and his son attended the Kite Festival at Crane Park on Sunday. The festival featured about 30 kites, music, and vendors. With the positive reception of the event, the festival was expected to return next year.

## **8. Reports, Presentations and Appointments**

### **8.1. Youth Council Legacy Reports**

The Youth Council explained that their legacy project this year involved expanding their podcast, the Herriman Youth Podcast, which they had started the previous year. They produced eight additional episodes, focusing on various topics relevant to their peers and the community.

The episodes covered a range of subjects, including mental health with therapist Ginger Healy, entrepreneurship with the owners of Mountain Mike's Pizza, and a visit to the library where they discussed the various resources available, such as classes and events. They also addressed social tips for teenagers and spoke with a local resident about immigration, as well as their AP Government teacher about teen participation in government.

The Youth Council reflected on the challenges they faced during the project, including difficulties with scheduling and technical issues with podcast publishing. They had to improvise, such as spontaneously recording an episode at the library when the opportunity arose. They also dealt with sponsorship and technical problems with Spotify, which involved long hours on the phone with support staff.

Overall, the group found the project to be a valuable learning experience and were hopeful that it would positively impact the community. The podcast episodes are available on the Herriman Youth Council website and on Spotify under the name "Herriman Youth Podcast." Mayor Palmer praised the project for its relevance and enduring value, noting that it required no budgetary costs and would be accessible online for future generations. He expressed his appreciation for the Youth Council's hard work and encouraged them to continue their efforts.

#### **8.2. Fiscal year 2024 Office of the State Auditor's Fraud Risk Assessment – Kyle Maurer, Director of Finance and Administrative Services**

Finance Director Maurer explained that the State Auditor's office developed a risk assessment tool to evaluate fraud risk for various entities, from small districts with just a few employees to larger organizations like counties and the state with thousands of employees. This tool provided a standardized measure for assessing fraud risk.

Director Maurer noted that, overall, the City performed well in the assessment and even improved its score from the previous year. This improvement was attributed to the promotion of an accountant to a senior accountant role, which qualified her as part of the management team. However, there were two areas where the City did not receive points. The first area was the lack of a formal written commitment from employees and elected officials to a statement of ethical behavior. The City has been working on consolidating its policies and plans to add this commitment to the personnel policies once they are updated, rather than adding it piecemeal. The second area was the absence of a formal internal audit committee. Recently, the city has switched to a new audit firm that was expected to result in significant cost savings. At the next audit committee meeting, Director Maurer planned to discuss the possibility of establishing an internal audit function, though it may not be sufficient to earn additional points.

Director Maurer reported the City's risk score was considered low and noted if the City implemented the statement of ethical behavior, it could further lower the risk score. He concluded by stating that no action was required from the Council; the presentation was for informational purposes.

Councilmember Jared Henderson was excused from the meeting.

### **9. Public Hearing**

#### **9.1. Public hearing and consideration of a Resolution amending the budgets of the City of Herriman for fiscal year 2024 – Kyle Maurer, Director of Finance and Administrative**

## Services

Finance Director Maurer presented several recommended budget adjustments. He wanted to consolidate the details due to the size of the agenda, noting that a full breakdown was available in the staff report. On the revenue side for the general fund, the proposed adjustments included an increase of approximately \$257,000. This increase was primarily due to higher-than-expected Class C road fund and a \$50,000 grant from Rio Tinto designated for the Columbus Adult Education Center. The budget process had been updated to handle insurance reimbursements for vehicle damage differently; such revenues would no longer be budgeted in advance but recorded as they are received.

Director Maurer highlighted changes on the expenditure side. The general fund budget was updated to include Blue Stakes expenses, which had previously been covered by the water fund. A significant adjustment involved the reimbursement agreement for Herriman Boulevard, Phase 5. Although this expense was initially planned for the 2025 budget, it had been moved to the 2024 budget following the developer meeting their obligations. This adjustment also accounted for a debt service payment that was avoided due to a capital lease issued this year. Additionally, a small transfer to the public safety fund was made to cover a discrepancy related to the animal services building lease.

On the capital project side, Director Maurer noted several reallocations and new budgets. For ARPA funds, there were reallocations for projects previously approved. Fire impact fees included a \$15,000 allocation for design costs for Station 103. A \$14 million grant for Olympia Boulevard, which would be passed through to the developer, was also budgeted, although payment requests have not yet been received. A historical fee in lieu from 2016 was also reinstated in the budget.

The water fund adjustments included the \$3.2 million EPA grant, bringing the total budget to \$4.1 million with the City's match. Old Town water projects were consolidated into one budget, and adjustments were made for a waterline reimbursement and other water project needs. The budget also addressed a reduction in water purchases and the removal of two frozen positions.

Director Maurer offered an overview of the adjustments in impact fees which involved increased costs for the master plan and completion of a reimbursement agreement for Bellavia. Stormwater and impact fee funds saw simpler adjustments for printing and postage as well as increased reimbursements.

Mayor Palmer opened the public hearing

No comments were offered.



*Councilmember Shields moved to close the public hearing. Councilmember Hodges seconded the motion, and all present voted aye.*

*Councilmember Hodges moved to approve Resolution No. R21-2024 approving an amendment to the 2023-2024 fiscal year budget. Councilmember Shields seconded the motion.*

*The vote was recorded as follows:*

<i>Councilmember Jared Henderson</i>	<i>Absent</i>
<i>Councilmember Teddy Hodges</i>	<i>Yes</i>
<i>Councilmember Sherrie Ohrn</i>	<i>Absent</i>
<i>Councilmember Steven Shields</i>	<i>Yes</i>
<i>Mayor Lorin Palmer</i>	<i>Yes</i>

*The motion passed unanimously with Councilmember Jared Henderson and Councilmember Sherrie Ohrn being absent.*

## **9.2. Public Hearing for Proposed Compensation Increases for Specific City Officers – Kyle Maurer, Director of Finance and Administrative Services**

Finance Director Maurer explained that the proposed compensation increases are in response to Senate Bill 91, a new state law that requires a public hearing before any compensation adjustments for certain city officers. The law broadly defined “executive municipal officers,” including department heads, assistant chiefs, and deputies. The City has chosen to apply this requirement to managers and above.

The proposed increases are as follows:

- A 3.4% cost of living adjustment (COLA) for all city employees, excluding the City Council.
- Market adjustments recommended by the HR department for the City Attorney, Assistant City Attorney, and the IT and Communications Director to ensure their salaries align with the market.
- A salary increase for the City Treasurer, awarded upon completion of a bachelor’s degree. This adjustment reflects historical practice and is particularly relevant as the City Treasurer would be overseeing the hiring of an investment advisory firm.

Director Maurer invited questions prior to the public hearing. Councilmember Hodges inquired whether the city had a step-and-ladder compensation system similar to those found in some police departments. City Manager Nathan Cherpeski responded that while the police department does have a step system, general city employees are evaluated based on salary ranges and market adjustments, rather than a traditional step system.

Mayor Palmer opened the public hearing.

No comments were offered.

*Councilmember Hodges moved to close the public hearing. Councilmember Shields seconded the motion, and all present voted aye.*

*Councilmember Shields moved to approve resolution No. R22-2024 stating the proposed increases for specific city officers. Councilmember Hodges seconded the motion.*

*The vote was recorded as follows:*

<i>Councilmember Jared Henderson</i>	<i>Absent</i>
<i>Councilmember Teddy Hodges</i>	<i>Yes</i>
<i>Councilmember Sherrie Ohrn</i>	<i>Absent</i>
<i>Councilmember Steven Shields</i>	<i>Yes</i>
<i>Mayor Lorin Palmer</i>	<i>Yes</i>

*The motion passed unanimously with Councilmember Jared Henderson and Councilmember Sherrie Ohrn being absent.*

### **9.3. Public Hearing and Resolution Fixing the Compensation for the City of Herriman Elected Officials – Kyle Maurer, Director of Finance and Administrative Services**

Finance Director Maurer explained that the Human Resources division conducts an annual compensation study for all city positions. The most recent analysis indicated that the average salary for a part-time mayor is between \$35,300 and \$35,400 annually, while part-time City Council members average around \$18,500 per year. Based on this study, Human Resources recommended increasing the Mayor's salary from \$24,000 to \$35,000 and the City Council members' salaries from \$14,500 to \$18,500.

Director Maurer clarified that the compensation for elected officials operated differently from that of regular staff. Specifically, their salaries do not automatically adjust with general merit or cost-of-living adjustments given to other employees. Any changes to elected officials' salaries must go through a public hearing process. He invited any questions before the public hearing began.

Mayor opened the public hearing.

No comments were offered.



*Councilmember Hodges moved to close the public hearing. Councilmember Shields seconded the motion, and all present voted aye.*

Councilmember Jared Henderson reconvened the City Council meeting.

Councilmember Henderson mentioned that, as the longest-serving council member, he sees value in removing politics from decisions related to compensation. He noted that he would prefer adjustments to salaries be made regularly, akin to cost-of-living adjustments, to avoid large and politically charged increases. He pointed out the challenge of balancing the salary to ensure it's fair but not excessively high, which could influence the motivations of those seeking office. He supported the idea of a regular review, something Councilmember Shields had recommended in the past, to maintain fairness without falling into extremes.

Councilmember Shields reflected on his initial discomfort with voting on salary increases for himself, acknowledging that the issue extends beyond personal interest to the fair compensation of the office itself. He noted concerns about the low current compensation compared to other cities and emphasized the need to align salaries with market standards while avoiding excess.

Mayor Palmer appreciated the research and recommendations from the human resources department and echoed Councilmember Henderson's sentiment about the need for regular reviews to prevent large, politically contentious adjustments. He shared his internal struggle with voting on his own compensation, emphasizing his commitment to the role despite the challenges of balancing personal and public interests. He also raised concerns about deferring these decisions, which could result in a larger problem for future officeholders.

Councilmember Hodges expressed his struggle with the timing of the salary adjustment given the City's current budgetary constraints. He acknowledged the importance of fair compensation but was concerned about the impact of the proposed increase on other critical budgetary needs. Councilmember Hodges agreed with the need to avoid politicizing the issue but was troubled by the timing of the increase.

Mayor Palmer reflected on his experience, acknowledging the complexity of voting on compensation for oneself and the impact of delaying decisions. He noted that the issue of under compensation has been ongoing and expressed a commitment to addressing it despite the difficult timing. Mayor Palmer emphasized that while there was no ideal moment for such decisions, delaying them only exacerbates the problem and shifts the responsibility to future officeholders. He reiterated the importance of addressing compensation fairly to avoid compounding issues in the future. Mayor Palmer relayed the position of Councilmember Ohrn to adjust the compensation

schedule as recommended by Human Resources.

*Councilmember Shields moved to approve Ordinance No. 2024-10 fixing the compensation for the Herriman City Elective Officers. Councilmember Henderson seconded the motion.*

*The vote was recorded as follows:*

<i>Councilmember Jared Henderson</i>	<i>Yes</i>
<i>Councilmember Teddy Hodges</i>	<i>No</i>
<i>Councilmember Sherrie Ohrn</i>	<i>Absent</i>
<i>Councilmember Steven Shields</i>	<i>Yes</i>
<i>Mayor Lorin Palmer</i>	<i>Yes</i>

*The motion passed with a vote 3:1 with Councilmember Sherrie Ohrn being absent.*

#### **10. Consent Agenda**

- 10.1. Approve State Lobbyist Contracts**
- 10.2. 2024 Herriman Roadway Striping Project**
- 10.3. Fire Station 103 Replacement Design Services**
- 10.4. Reappointment of a Herriman City Planning Commission Alternate Member for an additional one-year term – Michael Maloy, City Planner**
- 10.5. Acknowledgment of the Monthly City Status Report – Trevor Ram, Management Analyst**
- 10.6. Construction Contract Approval for 2024 Asphalt Treatments – Bryce Terry, City Engineer**
- 10.7. Consideration to Award a Bid for Investment Advisory Services to Meeder Public Funds, Inc. – Kyle Maurer, Director of Finance and Administrative Services**

*Councilmember Hodges moved to approve the Consent Agenda as written. Councilmember Henderson seconded the motion.*

*The vote was recorded as follows:*

<i>Councilmember Jared Henderson</i>	<i>Yes</i>
<i>Councilmember Teddy Hodges</i>	<i>Yes</i>
<i>Councilmember Sherrie Ohrn</i>	<i>Absent</i>
<i>Councilmember Steven Shields</i>	<i>Yes</i>
<i>Mayor Lorin Palmer</i>	<i>Yes</i>

*The motion passed unanimously with Councilmember Sherrie Ohrn being absent.*

## 11. Discussion and Action Items

### 11.1. Discussion and consideration of an Ordinance adopting a final budget for the City of Herriman for fiscal years 2025 and 2026; adopting a job classification and salary plan; and setting the rate of tax and levying taxes upon all real and personal property within the City of Herriman, Utah – Kyle Maurer, Director of Finance and Administrative Services

Finance Director Kyle Maurer offered a brief presentation, noting that the budget had been under development since November and involved significant deliberation. He outlined The goals for the evening which included adopting the biennial budget for fiscal years 2025 and 2026 and the property tax rate, which was similar to previous years. A new addition this year was the proposed salary schedule.

Director Maurer provided a high-level overview, revealing that the city's revenues would be \$107 million and expenses \$114 million. He emphasized that 27% of the budget was allocated to capital projects, with 41% of the revenues coming from taxes and 20% from charges for services. Public Safety was highlighted as a significant budget item, with police and fire services making up a substantial portion of the budget, aligning with expenditure patterns in other cities.

He detailed several major capital projects, including improvements to 6400 West, the extension of 7300 West funded by a state grant, the replacement of Fire Station 103, and open space improvements to Hidden Oaks. Additionally, there were smaller projects such as sidewalk trip hazard removal, park amenities replacement, and future funding for the ice ribbon and an ERP system replacement. Director Maurer noted that to fund these projects, a \$27.7 million bond was proposed for obligations under master development agreements and other reimbursement agreements.

Director Maurer further spoke on major initiatives included which required increased funding including pavement management and streets projects, as well as a 13% water rate increase to help with water hardness reduction and capital projects. Some items proposed by staff, such as additional full-time equivalents and specific capital projects, were deferred for future consideration.

Regarding the property tax rate, Director Maurer explained that the rate would decrease to 0.00187, generating just over \$1 million for the General Fund, which represented about 5% of the general fund revenue. The average assessed property value had increased, leading to a lower tax rate, with an average total tax of about \$971 for a house valued at \$613,600. Councilmember Henderson commented on the low city tax bill compared to the overall tax burden.

Director Maurer also discussed the staffing schedule and salary ranges, noting the inclusion of a 3.4% cost-of-living adjustment. He mentioned that any changes to staff positions would require further Council approval.

Director Maurer noted that staff would also need to revisit the capital projects list due to funding constraints and come back to the Council in the fall to discuss police department and HCSEA funding. Budget amendments would continue to occur as needed.

Councilmember Shields publicly announced support for the budget but stated an intention to abstain from the vote due to a personal ethical issue related to a city employee. This abstention would be recorded as a no vote per current policies.

*Councilmember Hodges moved to approve Ordinance No 2024-11 adopting a final budget; making appropriations for the support of the City of Herriman for the fiscal year beginning July 1, 2024, and ending June 30, 2026; adopting a job classification plan and salary plan; and determining the rate of tax and levying taxes upon all real and personal property within Herriman City, Utah. Councilmember Henderson seconded the motion.*

*The vote was recorded as follows:*

<i>Councilmember Jared Henderson</i>	<i>Yes</i>
<i>Councilmember Teddy Hodges</i>	<i>Yes</i>
<i>Councilmember Sherrie Ohrn</i>	<i>Absent</i>
<i>Councilmember Steven Shields</i>	<i>No</i>
<i>Mayor Lorin Palmer</i>	<i>Yes</i>

*The motion passed with a vote 3:1 with Councilmember Sherrie Ohrn being absent.*

**11.2. Consideration for a Reimbursement Agreement with Olympia for 6400 West Phase 1 – Jonathan Bowers, Public Utilities Engineering Manager**

Public Utilities Engineering Manager Jonathan Bowers introduced the consideration of a reimbursement agreement with Olympia for the 6400 West Phase One roadway improvements. The reimbursement agreement concerned a small section of roadway improvements on the northern boundary of the Olympia development. The master development agreement obligates it to reimburse for these improvements, which the developer was currently constructing and nearing completion.

Manager Bowers recited the obligation outlined in the agreement to reimburse the master developer for all improvements along this corridor per the terms of the reimbursement agreement. City Attorney Todd Sheeran added that there was a misunderstanding regarding whether the City was required to pay for sewer improvements along the road. He clarified that the agreement only specifies reimbursement for the road, not utilities. Typically, the City would not be responsible for

sewer costs unless they are system improvements benefiting multiple properties or entities, which was not the case here as the sewer only serves Olympia.

Manager Bowers explained that if the sewer improvement were classified as a system improvement and served multiple developers, it might qualify for reimbursement from the Sewer District. However, since the sewer in question only serves Olympia, it would likely not be eligible for reimbursement from the District. Attorney Sheeran discussed that if the City had constructed the road first, they might have petitioned the sewer district for reimbursement, but given the current circumstances, it appeared the city should not cover the costs.

Manager Bowers proposed that the reimbursement agreement be approved excluding sewer costs, with the possibility of revisiting sewer reimbursement later, if necessary. Attorney Sheeran agreed that this approach was reasonable and legally defensible, suggesting that the City should avoid acting as a bank for utilities it does not manage.

Mayor Palmer emphasized that the city is open to revisiting the issue and seeking alternative solutions if needed. He reassured that rejecting the sewer reimbursement in this agreement does not mean a permanent refusal but rather a decision to exclude it from the current agreement.

*Councilmember Henderson moved to approve a reimbursement agreement with Olympia Land, LLC for the 6400 West Phase one Road project using option one which does not include reimbursement for sanitary sewer and does not include the reimbursement of engineering or interest as referenced in the presentation by staff. Councilmember Hodges seconded the motion.*

*The vote was recorded as follows:*

<i>Councilmember Jared Henderson</i>	<i>Yes</i>
<i>Councilmember Teddy Hodges</i>	<i>Yes</i>
<i>Councilmember Sherrie Ohrn</i>	<i>Absent</i>
<i>Councilmember Steven Shields</i>	<i>Yes</i>
<i>Mayor Lorin Palmer</i>	<i>Yes</i>

*The motion passed unanimously with Councilmember Sherrie Ohrn being absent.*

**11.3. Discussion and consideration of an ordinance to amend the Official Herriman Zoning Map from A-1-43 Single Family Agricultural to A-1-21 Single Family Agricultural for ±1.10 acres of property located at 7475 W Hi Country Road (File No. Z2024-026) – Michael Maloy, City Planner**

City Planner Michael Maloy opened the discussion and consideration of an ordinance to amend the

official Herriman zoning map. The proposed change was to rezone a 1.1-acre parcel at 7475 West High Country Road from A-143 Single Family Agricultural to A-121 Single Family Agricultural. City Planner Maloy explained that the property was situated in the northwest quadrant of the City and fronts on Hi Country Road, which, although private, was accessible to the public. The property was subdivided in 2003 into two lots, with the subject property being lot one, approximately 1.1 acres in size. Lot two, directly to the east, is currently zoned A-121. The rezone request seeks to change the zoning from A-1-43, which designated a one-acre lot, to A-1-21, which designated a half-acre lot. This change is consistent with the general plan, which allowed A-1-21 zoning in the neighborhood. The intended use for the property would be a future flag lot subdivision.

City Planner Maloy noted that the Planning Commission reviewed the request and found it met the required standards, and recommended approval on May 1, 2024. He also indicated that the applicant was present if there were any questions. When asked about any conflicts with the flag lot ordinance, City Planner Maloy clarified that this meeting was only concerning the rezone. The flag lot proposal would be reviewed separately, in line with the flag lot ordinance. There was some discussion about the flag lot process. However, City Planner Maloy emphasized the current focus was solely on the rezone, and the flag lot proposal would be addressed in a subsequent process.

*Councilmember Shields moved to approve Ordinance No 2024-12 amending the Herriman City Zoning Map for 1.10 acres of property located at 7475 West Hi Country Road from A-1-43 Single Family Agricultural zone to A-1-21 Single Family Agricultural zone. Councilmember Henderson seconded the motion.*

*The vote was recorded as follows:*

<i>Councilmember Jared Henderson</i>	<i>Yes</i>
<i>Councilmember Teddy Hodges</i>	<i>Yes</i>
<i>Councilmember Sherrie Ohrn</i>	<i>Absent</i>
<i>Councilmember Steven Shields</i>	<i>Yes</i>
<i>Mayor Lorin Palmer</i>	<i>Yes</i>

*The motion passed unanimously with Councilmember Sherrie Ohrn being absent.*

- 11.4. Discussion and consideration of an ordinance to amend §10-12-6 of Herriman City Code regarding development standards in the C-2 Commercial Zone to allow the use of architectural metal panels, identify exceptions for secondary exterior building materials, clarify requirements for pedestrian access, and update site amenity standards for projects that encompass five or more acres (File No. Z2022-075) – Michael Maloy, City Planner**



City Planner Maloy offered an overview of the proposed amendment that would update several aspects of the code, including the use of architectural metal panels, exceptions for secondary exterior materials, pedestrian access requirements, and site amenity standards. He highlighted the broader objectives of this amendment, noting that it would seek to incorporate recent observations and trends in commercial development. The goal is to adapt the standards to better accommodate smaller commercial projects that fall outside of master development agreements. He highlighted key changes which included lowering the threshold for site amenities and building material requirements. Specifically, the amendment proposed removing the existing ten-acre threshold and applying the associated standards to projects of five acres or more. Additionally, the ordinance would introduce new standards for visible roof materials and update guidelines for secondary building materials.

City Planner Maloy emphasized that the amendment was designed to provide more flexibility for new and evolving materials, reflecting advancements in building products over the past decade. He noted the Planning Commission reviewed and approved the proposed changes, recommending approval to the City Council. City Planner Maloy expressed support for the updated standards, highlighting the improvements in material quality and aesthetic options available for commercial projects.

*Councilmember Hodges moved to approve Ordinance No 2024-13 amending Herriman City Code 10-12-6 to allow the use of architectural metal panels, identify exceptions for secondary exterior building materials, clarify requirements for pedestrian access, and update site amenities on projects that encompass five or more acres. Councilmember Shields seconded the motion.*

*The vote was recorded as follows:*

<i>Councilmember Jared Henderson</i>	<i>Yes</i>
<i>Councilmember Teddy Hodges</i>	<i>Yes</i>
<i>Councilmember Sherrie Ohrn</i>	<i>Absent</i>
<i>Councilmember Steven Shields</i>	<i>Yes</i>
<i>Mayor Lorin Palmer</i>	<i>Yes</i>

*The motion passed unanimously with Councilmember Sherrie Ohrn being absent.*

**11.5. Discussion and consideration of an ordinance to amend sections of Title 10 in the Herriman City Code to regulate the location and quantity of car washes and credit unions in the city (File No. Z2024-001) – Michael Maloy, City Planner**

City Planner Maloy explained that the Planning Commission reviewed and recommended the ordinance, which would address concerns about the concentration of car washes and credit union

businesses within the community. The ordinance proposed limiting self-serve and automatic car washes to accessory uses only, while allowing full-service car washes as a primary use with certain standards, including water reclamation requirements. For credit unions, the proposal suggested a limit of one per 20,000 residents but allowed for exceptions if they are accessory uses within other businesses, like auto dealerships or grocery stores.

City Planner Maloy highlighted the objective of promoting higher-value land uses and better economic returns for the City, noting the difference in economic impact between various types of businesses. He addressed potential concerns, such as the effect on existing credit unions and car washes and acknowledged that the ordinance would not affect properties with vested development rights under Master Development Agreements. Mayor Palmer emphasized the need for balanced land use to maximize tax revenue and ensure economic diversity, arguing that while the ordinance might help manage concentrations, proximity-based restrictions could be more effective than population ratios. The council discussed the potential benefits and drawbacks of the proposed changes and considered whether to adjust the ordinance to better suit the City's needs.

*Councilmember Shields moved to approve Ordinance No 2024-14 amending Herriman City Code Title 10 to limit the quantity of specific commercial land uses based on population or proximity requirements. Councilmember Henderson seconded the motion.*

*The vote was recorded as follows:*

<i>Councilmember Jared Henderson</i>	<i>Yes</i>
<i>Councilmember Teddy Hodges</i>	<i>Yes</i>
<i>Councilmember Sherrie Ohrn</i>	<i>Absent</i>
<i>Councilmember Steven Shields</i>	<i>Yes</i>
<i>Mayor Lorin Palmer</i>	<i>Yes</i>

*The motion passed unanimously with Councilmember Sherrie Ohrn being absent.*

**11.6. Discussion and Consideration of an Application to Amend the South Hills Development Master Development Agreement – Blake Thomas, Community Development Director**

Director Blake Thomas introduced a discussion on amending the South Hills Master Development Agreement and provided an overview of the proposed fifth amendment, which sought to redefine the development boundaries, amend the land use plan, and address changes in development standards and staffing. Key changes included adjustments to development pods, with some removed or reshaped and new areas added. Director Thomas highlighted that while the Planning Commission had recommended approval, it came with conditions that needed further work,



particularly concerning density transfers and compliance with land use plans.

The proposed amendment looked to maintain compliance with the Planned Unit Development (PUD) requirements, including ensuring at least 20% open space. Director Thomas noted the difficulty in analyzing density transfers due to complex zoning and proposed options to resolve these issues. He also discussed updated standards for medium-density small lots and the need for clearer and more legible maps and plans.

Mayor Palmer expressed concerns about the alignment of the development with the 2008 General Plan, which was outdated and did not account for current conditions like the Mountain View Corridor. He pointed out discrepancies between the General Plan's density allowances and the specific zoning requirements, which complicate the development's compliance.

Director Thomas referred to a previous decision involving Pod 35 where the City Council allowed increased density by consolidating two separate pods into one, exceeding the standard density limit of 20 units per acre. This flexibility was a precedent for the current request but highlighted the need for more specific details before proceeding.

Councilmember Shields expressed concern about the lack of detailed information in the current proposal, suggesting that a more thorough analysis is required before a decision can be made. He stressed that the Planning Commission's work, while appreciated, was based on assumptions that might need adjustments. He preferred a detailed plan that clearly outlined how density issues and land use conflicts will be resolved, to avoid repeated delays and re-evaluations.

Wasatch Developer Leif Smith acknowledged the complexities and expressed gratitude for the feedback. He argued that while the project had been under scrutiny since May of the previous year, the developers had made efforts to address concerns. Developer Smith outlined that the proposal involved adding land to Pod 20, which would increase the unit count by 52 but still maintain a lower density compared to other areas. He emphasized that the adjustments are in line with the master plan and sought approval based on current needs and constraints.

Developer Smith also discussed the challenges of aligning the zoning and density with the outdated 2008 general plan, suggesting that it might be more practical to adopt a new, modern general plan. This would involve updating zoning regulations to better reflect current conditions and planning objectives. Developer Smith and Director Thomas agreed that continuing with the old plan was problematic and that the new general plan could simplify and better guide future development.

Developer Smith touched on financial considerations, such as the impact of relocating water tanks

and the associated costs. He highlighted that integrating Pod 20 into the development plan would compensate for the loss of potential revenue due to the relocation of these water tanks, which had affected the overall financial viability of the project.

Concerns were expressed about the 1,320-foot buffer specified in the master plan, which seemed to have been set based on land purchased in 2007. Councilmember Shields highlighted the irony of this buffer distance appearing to align with land boundaries established at that time, raising issues about the potential construction of homes close to the military base. He emphasized that while development is permissible, it should adhere to the zoning regulations set by the Council, specifically the FR 2.5 zoning, which permits one unit per 2.5 acres as a buffer zone. He stressed that Pod 20's proposed density exceeded these standards, causing further complications.

The Council discussed the broader implications of the development plan and how it related to the existing general plan and zoning maps. Director Thomas pointed out that the 2008 Master Plan had designated lower density for Pod 20 compared to the current proposal, and he voiced a preference for keeping units farther from Camp Williams to address concerns about density and buffer zones. He suggested considering alternative locations for some of the units to maintain the required distance from the military boundary.

The Council looked to balance development with compliance to the underlying zoning and the Master Development Agreement. They debated how to integrate updated general plans and zoning with the existing agreements, as well as to simplify and expedite the approval process. They discussed the possibility of modifying the current development proposals and conditions, including potential changes to Pod 20 and the removal of certain clauses that would streamline the process. The Council touched on the need for a rezone application and how to align development plans with the current General Plan. They wanted to balance out the land transfer with the updated zoning regulations. The Council relayed their desire to continue working toward a resolution.

*Councilmember Henderson moved to continue item 11.6 authorizing the 5<sup>th</sup> amendment to the South Hills Master Development Agreement with the specific direction for staff and the applicant to work towards bringing the MDA up to the current General Plan and zoning as part of the amendment, to bring a unit transfer balance to zero, and remove the addition clause as part of the amendment, and to include adding pod 20 with the clause that it would only be moved once ownership is transferred according to the existing requirements. Councilmember Shields seconded the motion.*

*The vote was recorded as follows:*

<i>Councilmember Jared Henderson</i>	<i>Yes</i>
<i>Councilmember Teddy Hodges</i>	<i>Yes</i>

*Councilmember Sherrie Ohrn Absent*

*Councilmember Steven Shields Yes*

*Mayor Lorin Palmer Yes*

*The motion passed unanimously with Councilmember Sherrie Ohrn being absent.*

**11.7. Discussion and Consideration of an Interlocal Agreement with the Olympia Public Infrastructure District to Reimburse for the Construction of Olympia Boulevard Right-of-Way Improvements – Blake Thomas, Community Development Director**

Director Thomas indicated the Olympia Roadway project would establish a new roadway connection between 12600 South and 6400 West, with a potential extension to 7300 West. He explained it would be funded by \$14 million allocated through a bill approved during the 2023 legislative session and noted the project was set to commence construction in the fall of 2024 and was expected to be completed by summer 2025. The funds have already been received, and an interlocal agreement has been established with the Olympia Public Infrastructure District (P.I.D.), which essentially functioned as a reimbursement agreement. Under this agreement, any costs exceeding the \$14 million will be the responsibility of the P.I.D., ensuring no additional financial burden on the City.

Director Thomas noted that in addition to the Olympia Roadway, similar projects were on the horizon, including the extension of 7300 West, which was anticipated to follow the same timeline and will have a comparable agreement. He noted that efforts were underway to secure funding for the extension of Herriman Boulevard between 7300 West and its current endpoint. He recommended the approval of the agreement for the Olympia Roadway project.

*Councilmember Hodges moved to approve Resolution No. R24-2024 approving an Interlocal Agreement between Herriman City and the Olympia Public Infrastructure District 1 with respect to the construction of Olympia Boulevard. Councilmember Shields seconded the motion.*

*The vote was recorded as follows:*

*Councilmember Jared Henderson Yes*

*Councilmember Teddy Hodges Yes*

*Councilmember Sherrie Ohrn Absent*

*Councilmember Steven Shields Yes*

*Mayor Lorin Palmer Yes*

*The motion passed unanimously with Councilmember Sherrie Ohrn being absent.*

**12. Future Meetings**

- 12.1. Next Planning Meeting: June 19, 2024
- 12.2. Next City Council Meeting: July 10, 2024

### 13. Events

- 13.1. Hungry Herriman and Farmer's Market: June 17, 2024 and June 24, 2024 @ 5:00 p.m.
- 13.2. Matilda the Musical: June 12 – June 17; Butterfield Park Pavilion @ 8:00 p.m.
- 13.3. Fort Herriman Towne Days: June 15, 2024 – June 22, 2024
- 13.4. Primary Election Day; June 25

### 14. Closed Session

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

There was no closed session.

### 15. Adjournment

*Councilmember Henderson moved to adjourn the City Council meeting at 11:11 p.m. Councilmember Hodges seconded the motion, and all present voted aye.*

### 16. Recommence to Work Meeting (If Needed)

*I, Jackie Nostrom, City Recorder for Herriman City, hereby certify that the foregoing minutes represent a true, accurate and complete record of the meeting held on June 12, 2024. This document constitutes the official minutes for the Herriman City Council Meeting.*



Jackie Nostrom, MMC  
City Recorder



## STAFF REPORT

**DATE:** 8/09/2024

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

**FROM:** Justun Edwards, Public Works Director

**SUBJECT:** Consideration to Award the Construction Contract for 2024 Asphalt Preservation Project #2

---

### **RECOMMENDATION:**

Award the construction contract to CR Contracting for the 2024 Asphalt Preservation Project #2

### **ISSUE BEFORE COUNCIL:**

Should the City Council award the construction contract to CR Contracting?

### **BACKGROUND/SUMMARY:**

This specific asphalt treatment (GSB Medium) was included among other treatments in the contract awarded to CR Contracting by the City Council June 12, 2024, but was removed from the contract due to conflicts between the bid documents and submitted bids. The bid documents were corrected, and the project was rebid.

During the rebid process, CR Contracting was the only contractor to submit a bid.

### **DISCUSSION:**

The bid result was as follows:

<b>Contractor:</b>	<b>GSB-Medium</b>
CR Contracting	\$163,386

In comparison to the prices received in the previous bid and similar treatments, staff considers this a reasonable cost for service and is within market prices.

### **ALTERNATIVES:**

**Option 1- (Recommended)- Award the contract to CR Contracting**

**Option 2-** Do not award the contract and rebid. This would require the project to be delayed until Spring 2025 and readvertised for bid, which would delay completion of the project and could potentially lead to an increase in total project cost.

**Option 3-** Do not award the project and do not rebid.

**FISCAL IMPACT:**

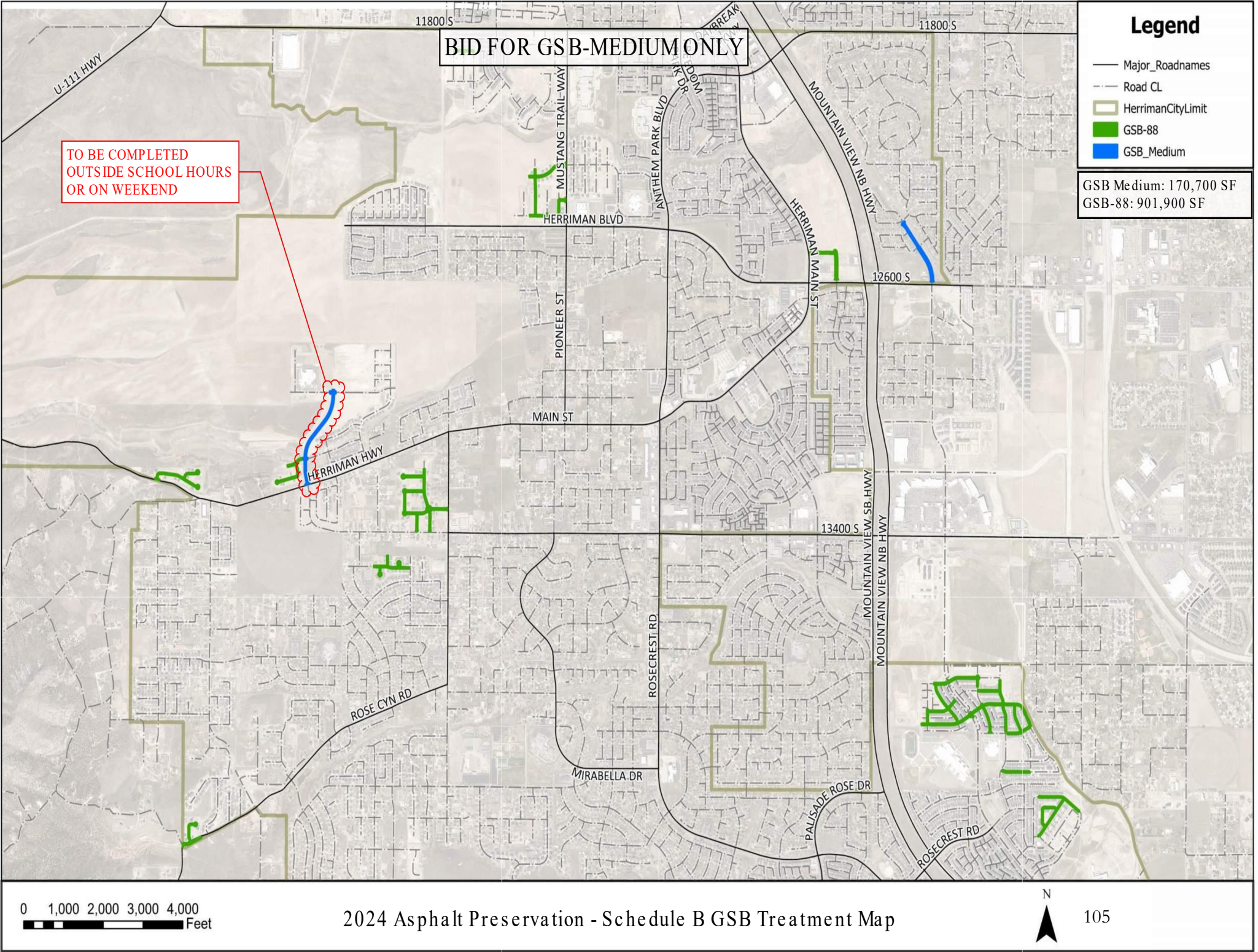
Fiscal Year 2025 Budget	\$2,300,000
Previous Contracts	(\$871,273)
Project Bid Amount	(\$163,386)
Remaining Fiscal Year 2025 Budget	\$1,265,341

This project is just one part of the planned asphalt preservation projects for FY25. Additional projects will be presented to the Council for approval at future City Council meeting.

**ATTACHMENTS:**

- Treatment Map (Blue Roads)







## STAFF REPORT

**DATE:** August 14, 2024

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

**FROM:** Amy Stanger, Senior Accountant

**SUBJECT:** Review and Approval of the July 2024 Financial Summary

---

**RECOMMENDATION:**

Staff recommends approval of the July 2024 financial summary.

**ISSUE BEFORE COUNCIL:**

Should the City Council approve the financial summary as presented?

**BACKGROUND/SUMMARY:**

Finance staff have prepared the attached fiscal year 2025 financial summary (through July 2024).

**DISCUSSION:**

The attached financial report represents transactions posted to the City's accounting system through July 2024. Overall revenues and expenditures are within budgeted allotments. Exceptions have been noted in the report.

**ALTERNATIVES:**

The City Council may choose not to accept the financial summary as presented.

**FISCAL IMPACT:**

**ATTACHMENTS:**

July 2024 Financial Summary





# July 2024 Financial Report

## 8.3% of the Fiscal Year has Elapsed

The attached financial report represents transactions posted to the City's accounting system through July 2024.

Due to the City receiving its major revenue sources 1-2 months in arrears, there are no major revenues to report for July. However, notable revenue increases for July are as follows:

**Cemetery Lot Sales** were \$31,100 for July (627% increase from the prior year). This increase is due to the opening of the new section of the Cemetery.

**Park and Rec Fee** billings were 1.1% above June 2024. This is due to new accounts within the City.

**Water Sales** were 6% above July 2023 (\$104,000). Consumption increased 7% from the prior year and the number of connections increased 550 (4%).

Overall, general fund revenues are exceeding year-to-date budgeted expectations by approximately \$33,800, and expenditures are under budgeted expectations.

Below is a status report on the following Finance-related long-range projects:

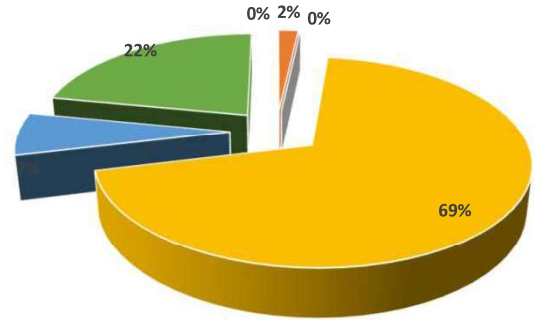
- **5- and 10-year sustainability models**—The City is currently working on refining the City's 10-year plan for the general fund and will discuss this, along with the CIP, in the fall. Staff are concerned about the gap in the current 10-year proposed CIP expenditures and projected funding sources. Long-range models have been completed for the CDRA project areas and water fund.
- **Financial Policies**—City staff have completed draft Purchasing Policy revisions. The Finance Director is now meeting with individual departments to discuss the proposed changes. It is anticipated this revised policy will be discussed with the City Council in November or December.
- **Enterprise Resource Planning (ERP) System Selection and Conversion**—Staff received 9 proposals (8 responsive) for ERP software. The Selection Committee selected three vendors for in-person demonstrations. These will occur in mid-September through mid-October. Staff are still optimistic that a contract will be presented for City Council approval during the December meeting.

## General Fund Revenues at a Glance

### Total Revenue Versus Budget Summary

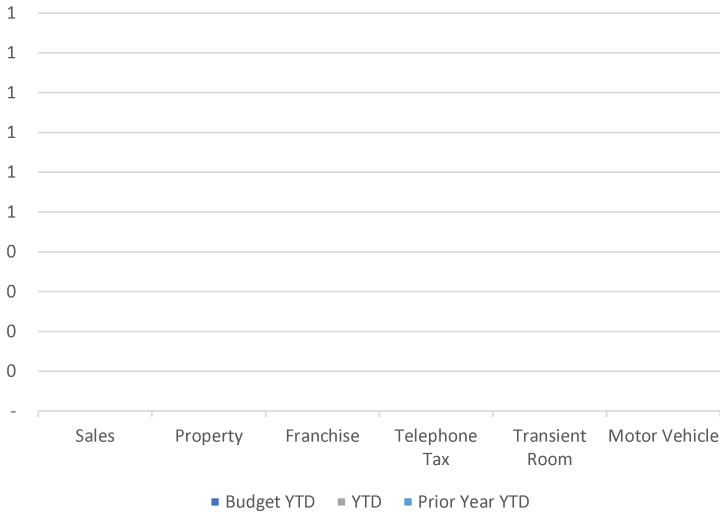
Revenue Type	Actual YTD	Budget YTD	Variance	
Taxes	-	-	-	✓
Licenses & Permits	4,107	3,400	707	✓
Intergovernmental	-	-	-	✓
Charges for Services	159,980	133,750	26,230	✓
Fines & Forfeitures	14,744	13,200	1,544	✓
Miscellaneous	47,491	42,195	5,296	✓
<b>TOTAL</b>	<b>226,322</b>	<b>192,545</b>	<b>33,777</b>	✓

### Total Fund Revenue by Type

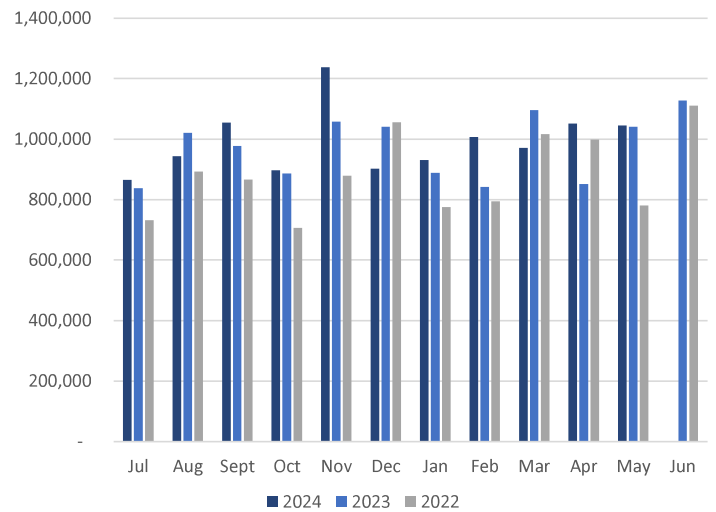


■ Taxes
 ■ Licenses & Permits
 ■ Intergovernmental
 ■ Charges for Services
 ■ Fines & Forfeitures
 ■ Miscellaneous

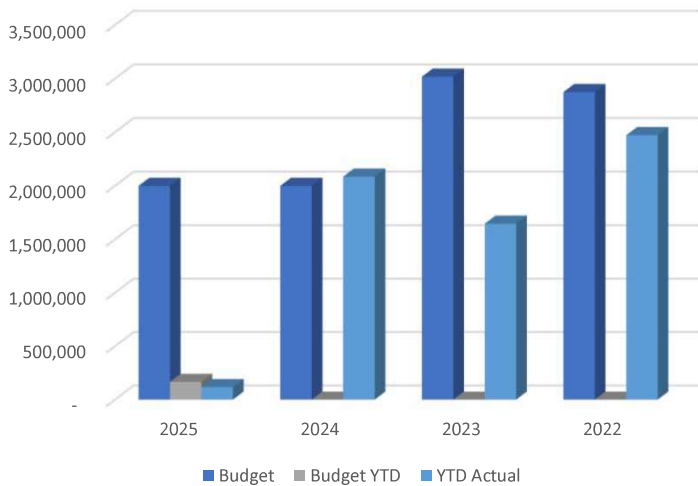
### Tax Revenue Budget Versus Y-T-D Actual Comparison (No Data)



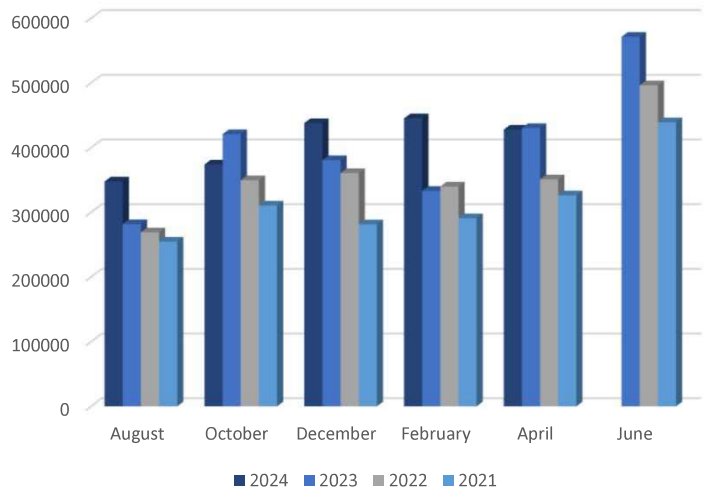
### Sales Tax Comparison - FY2022 to FY2025



### Building Permit Comparison - FY2022 to FY2025



### Class C Road Fund Comparison - FY2021 to FY2025

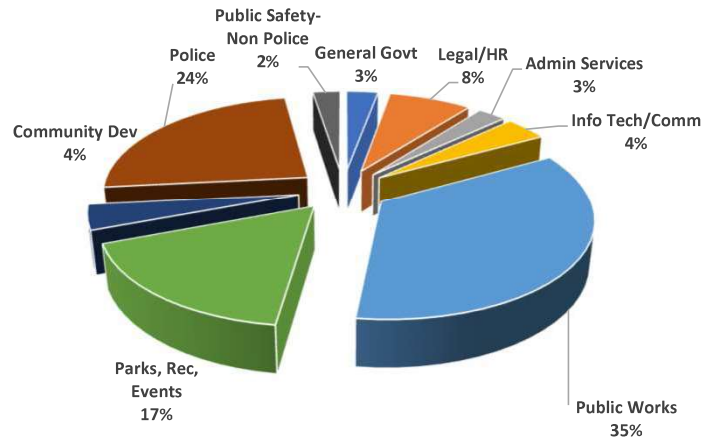


## General Fund Expenditures at a Glance

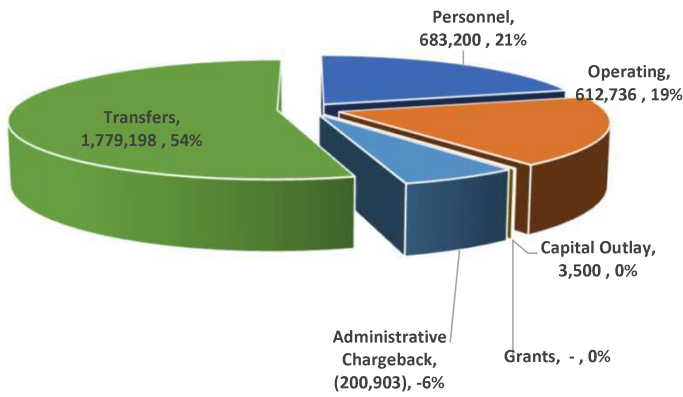
### Total Expenditure Versus Budget Summary

Expenditure Type	Actual YTD	Budget YTD	Variance	
General Govt	94,848	102,407	7,559	✓
Legal/HR	56,261	269,010	212,749	✓
Admin Services	77,514	91,709	14,196	✓
Info Tech/Comm	132,459	138,240	5,781	✓
Public Works	1,083,800	1,234,969	151,170	✓
Parks, Rec, Events	357,944	603,900	245,956	✓
Community Dev	71,296	144,460	73,164	✓
Police	739,971	850,620	110,649	✓
Public Safety-Non Police	71,741	88,830	17,089	✓
<b>TOTAL</b>	<b>2,685,834</b>	<b>3,524,146</b>	<b>838,312</b>	

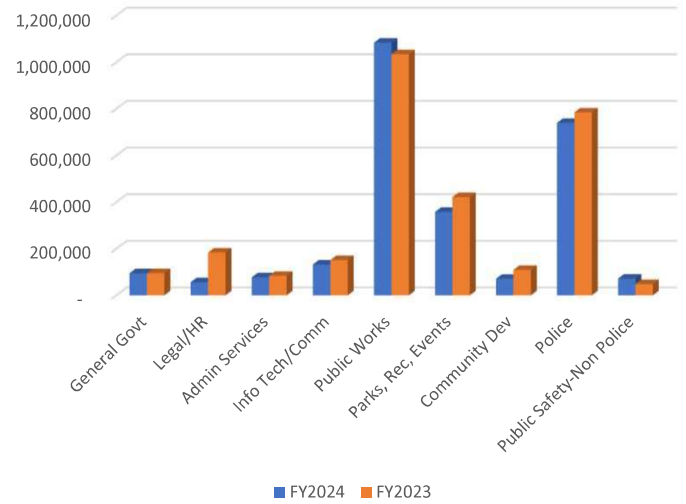
(Includes open Purchase Orders and will not match the regular financial report)



### General Fund Expenditures by Type



### Department Comparison FY2024 to FY2023



## City of Herriman Budget Versus Actual Report - July 2024

General Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
<b>Revenue</b>							
Taxes	-	-	17,645,850	17,645,850	0%	-	0%
Licenses & Permits-Other	4,107	4,107	55,125	51,018	7%	3,316	124%
Intergovernmental	-	-	2,200,000	2,200,000	0%	-	0%
Parks & Recreation District Fee	94,801	94,801	1,117,440	1,022,639	8%	90,174	105%
Charges for Services-Parks & Rec	47,995	47,995	430,430	382,435	11%	27,595	174%
Charges for Services-Events	-	-	275,650	275,650	0%	700	0%
Charges for Services-Other	17,184	17,184	210,000	192,816	8%	17,810	96%
Fines and Forfeitures	14,744	14,744	188,790	174,046	8%	11,602	127%
Miscellaneous	47,491	47,491	396,810	349,319	12%	286,093	17%
<b>Total General Fund Revenue</b>	<b>\$ 226,322</b>	<b>\$ 226,322</b>	<b>\$ 22,520,095</b>	<b>\$ 22,293,773</b>	<b>1%</b>	<b>\$ 437,290</b>	<b>52%</b>
<b>Expenditures</b>							
General and Administration	310,263	310,263	4,711,715	4,401,452	7%	446,245	70%
Public Works and Operations	307,515	307,515	6,320,895	6,013,380	5%	285,387	108%
Parks, Recreation, and Events	398,463	398,463	5,316,290	4,917,827	7%	423,473	94%
Community Development	82,292	82,292	1,600,475	1,518,183	5%	62,056	133%
Transfers Out	1,779,198	1,779,198	4,570,720	2,791,522	39%	804,481	221%
<b>Total Expenditures</b>	<b>\$ 2,877,731</b>	<b>\$ 2,877,731</b>	<b>\$ 22,520,095</b>	<b>\$ 19,642,364</b>	<b>13%</b>	<b>\$ 2,021,642</b>	<b>142%</b>
<b>Excess of Revenues Over (Under) Expenditures</b>							
	<b>\$ (2,651,409)</b>	<b>\$ (2,651,409)</b>	<b>\$ -</b>			<b>\$ (1,584,352)</b>	

**1** Property tax, motor vehicle tax, and franchise tax collections are received one month in arrears. Sales tax, municipal telephone tax, and transient room tax are received two months in arrears.

**2** Some transfers were completed in their entirety in July (timing difference).

Fund Balance Available (Unrestricted)					
	FY2021	FY2022	FY2023	FY2024 (Estimated)	FY2025 (Budget)
Beginning Balance	4,723,752	2,829,134	8,006,953	7,014,760	\$ 3,897,009
Addition (Use of)	(1,894,618)	5,177,819	(992,193)	(3,117,751)	211,670
<b>Ending Balance</b>	<b>\$ 2,829,134</b>	<b>\$ 8,006,953</b>	<b>\$ 7,014,760</b>	<b>\$ 3,897,009</b>	<b>\$ 4,108,679</b>
% of expenditures	14%	31%	27%	24%	23%
<b>Amount Over (Under) Recommended Fund Balance Reserve</b>					<b>(368,940)</b>

## City of Herriman Budget Versus Actual Report - July 2024

### General Fund Tax Revenue Detail

	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year	
Sales Tax	-	-	12,238,680	12,238,680	0%	-	0%	1
Sales Tax-Transportation	-	-	1,083,110	1,083,110	0%	-	0%	1
Property Tax	-	-	1,101,000	1,101,000	0%	-	0%	2
Franchise Tax (Energy/Cable)	-	-	3,005,520	3,005,520	0%	-	0%	2
Municipal Telephone Tax	-	-	142,240	142,240	0%	-	0%	1
Transient Room Tax	-	-	15,300	15,300	0%	-	0%	1
Motor Vehicle Fees	-	-	60,000	60,000	0%	-	0%	2
<b>Total General Fund Tax Revenue</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 17,645,850</b>	<b>\$ 17,645,850</b>	<b>0%</b>	<b>\$ -</b>	<b>0%</b>	

## City of Herriman Budget Versus Actual Report - July 2024

	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year	
Personnel	683,200	683,200	11,820,930	11,137,730	6%	689,078	99%	
Operating Expenditures	612,736	612,736	9,390,205	8,777,469	7%	698,891	88%	
Grants	-	-	90,500	90,500	0%	8,800	0%	
Capital Outlay	3,500	3,500	97,470	93,970	4%	57,555	6%	
Administrative Chargeback	(200,903)	(200,903)	(3,449,730)	(3,248,827)	6%	(255,152)	79%	
Transfers to Other Funds	1,779,198	1,779,198	4,570,720	2,791,522	39%	804,481	221%	3
<b>Total General Fund Expenditures</b>	<b>\$ 2,877,731</b>	<b>\$ 2,877,731</b>	<b>\$ 22,520,095</b>	<b>\$ 19,642,364</b>	<b>13%</b>	<b>\$ 2,003,653</b>	<b>144%</b>	

**1** Sales tax, municipal telephone tax, and transient room tax are received two months after receipt at point of sale.

**2** Property tax, franchise tax, and motor vehicle fees are received one month after payment is made.

**3** Some transfers were completed in their entirety in July (timing difference).

## City of Herriman Budget Versus Actual Report - July 2024

General Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
General and Administration							
Legislative							
Personnel	14,168	14,168	218,940	204,772	6%	12,160	116.5%
Operating Expenditures	51,294	51,294	270,650	219,356	19%	58,610	87.5%
Administrative Chargeback	(11,436)	(11,436)	(108,880)	(97,444)	11%	(10,610)	108%
<b>Total Legislative</b>	<b>54,026</b>	<b>54,026</b>	<b>380,710</b>	<b>326,684</b>	<b>14%</b>	<b>60,160</b>	<b>89.8%</b>
Planning Commission							
Personnel	1,091	1,091	23,960	22,869	5%	1,527	71%
Operating Expenditures	-	-	10,100	10,100	0%	452	0%
Administrative Chargeback	(790)	(790)	(25,970)	(25,180)	3%	(1,267)	62%
<b>Total Planning Commission</b>	<b>301</b>	<b>301</b>	<b>8,090</b>	<b>7,789</b>	<b>4%</b>	<b>712</b>	<b>42.3%</b>
Administration							
Personnel	50,050	50,050	854,920	804,870	6%	47,027	106%
Operating Expenditures	2,128	2,128	64,050	61,922	3%	680	313%
Administrative Chargeback	(11,657)	(11,657)	(203,740)	(192,083)	6%	(13,218)	88%
<b>Total Administration</b>	<b>40,521</b>	<b>40,521</b>	<b>715,230</b>	<b>674,709</b>	<b>6%</b>	<b>34,489</b>	<b>117.5%</b>
Legal							
Personnel	29,486	29,486	492,220	462,734	6%	28,811	102%
Operating Expenditures	1,332	1,332	202,735	201,403	1%	4,976	27%
Administrative Chargeback	(5,553)	(5,553)	(150,250)	(144,697)	4%	(5,531)	100%
<b>Total Legal</b>	<b>25,265</b>	<b>25,265</b>	<b>544,705</b>	<b>519,440</b>	<b>5%</b>	<b>28,256</b>	<b>89.4%</b>
Human Resources							
Personnel	21,028	21,028	357,090	336,062	6%	21,727	97%
Operating Expenditures	17,135	17,135	479,580	462,445	4%	169,642	10%
Administrative Chargeback	(7,166)	(7,166)	(159,390)	(152,224)	4%	(35,902)	20%
<b>Total Human Resources</b>	<b>30,997</b>	<b>30,997</b>	<b>677,280</b>	<b>646,283</b>	<b>5%</b>	<b>155,467</b>	<b>19.9%</b>
Finance							
Personnel	36,472	36,472	640,470	603,998	6%	36,803	99%
Operating Expenditures	6,431	6,431	107,010	100,579	6%	4,068	158%
Administrative Chargeback	(17,471)	(17,471)	(273,860)	(256,389)	6%	(19,829)	88%
<b>Total Finance</b>	<b>25,432</b>	<b>25,432</b>	<b>473,620</b>	<b>448,188</b>	<b>5%</b>	<b>21,042</b>	<b>120.9%</b>
Justice Court							
Personnel	19,383	19,383	381,440	362,057	5%	19,486	99%
Operating Expenditures	8,884	8,884	126,450	117,566	7%	15,582	57%
<b>Total Justice Court</b>	<b>28,267</b>	<b>28,267</b>	<b>507,890</b>	<b>479,623</b>	<b>6%</b>	<b>35,068</b>	<b>80.6%</b>
City Recorder							
Personnel	18,113	18,113	319,530	301,417	6%	23,445	77%
Operating Expenditures	1,622	1,622	82,200	80,578	2%	1,361	119%
Administrative Chargeback	(4,304)	(4,304)	(115,770)	(111,466)	4%	(5,764)	75%
<b>Total City Recorder</b>	<b>15,431</b>	<b>15,431</b>	<b>285,960</b>	<b>270,529</b>	<b>5%</b>	<b>19,042</b>	<b>81.0%</b>
Customer Service							
Personnel	18,903	18,903	319,410	300,507	6%	19,435	97%
Operating Expenditures	42	42	6,850	6,808	1%	44	95%
Administrative Chargeback	(10,562)	(10,562)	(186,240)	(175,678)	6%	(10,832)	98%
<b>Total Customer Service</b>	<b>8,383</b>	<b>8,383</b>	<b>140,020</b>	<b>131,637</b>	<b>6%</b>	<b>8,647</b>	<b>96.9%</b>
Information Technology							
Personnel	24,496	24,496	421,500	397,004	6%	23,424	105%
Operating Expenditures	10,912	10,912	211,730	200,818	5%	14,718	74%
Software (Licensing & Support)	31,916	31,916	131,700	99,784	24%	16,439	194%
Capital Outlay	-	-	22,400	22,400	0%	-	0%
Administrative Chargeback	(11,075)	(11,075)	(129,530)	(118,455)	9%	(9,050)	122%
<b>Total Information Technology</b>	<b>56,249</b>	<b>56,249</b>	<b>657,800</b>	<b>601,551</b>	<b>9%</b>	<b>45,531</b>	<b>123.5%</b>
Communications							
Personnel	19,856	19,856	333,230	313,374	6%	19,783	100%
Operating Expenditures	16,688	16,688	164,840	148,152	10%	31,949	52%
Administrative Chargeback	(11,153)	(11,153)	(177,660)	(166,507)	6%	(13,901)	80%
<b>Total Communications</b>	<b>25,391</b>	<b>25,391</b>	<b>320,410</b>	<b>295,019</b>	<b>8%</b>	<b>37,831</b>	<b>67.1%</b>
<b>Total General and Administration</b>	<b>310,263</b>	<b>310,263</b>	<b>4,711,715</b>	<b>4,401,452</b>	<b>7%</b>	<b>446,245</b>	<b>69.5%</b>
Public Works and Operations							
Administration							
Personnel	36,535	36,535	631,200	594,665	6%	29,682	123%
Operating Expenditures	-	-	33,390	33,390	0%	89	0%

## City of Herriman Budget Versus Actual Report - July 2024

General Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Administrative Chargeback	(12,130)	(12,130)	(211,110)	(198,980)	6%	(14,964)	81%
<b>Total Administration</b>	<b>24,405</b>	<b>24,405</b>	<b>453,480</b>	<b>429,075</b>	<b>5%</b>	<b>14,807</b>	<b>164.8%</b>
Facilities							
Personnel	16,028	16,028	270,840	254,812	6%	28,696	56%
Operating Expenditures	18,989	18,989	527,180	508,191	4%	66,431	29%
Capital Outlay	-	-	-	-	0%	-	0%
Administrative Chargeback	(3,852)	(3,852)	(87,810)	(83,958)	4%	(9,920)	39%
<b>Total Facilities</b>	<b>31,165</b>	<b>31,165</b>	<b>710,210</b>	<b>679,045</b>	<b>4%</b>	<b>85,207</b>	<b>36.6%</b>
Fleet Management							
Personnel	20,579	20,579	346,570	325,991	6%	20,395	101%
Operating Expenditures	16,247	16,247	85,380	69,133	19%	3,028	537%
Administrative Chargeback	(7,523)	(7,523)	(88,260)	(80,737)	9%	(4,550)	165%
<b>Total Fleet Management</b>	<b>29,303</b>	<b>29,303</b>	<b>343,690</b>	<b>314,387</b>	<b>9%</b>	<b>18,873</b>	<b>155.3%</b>
Streets							
Personnel	47,632	47,632	686,480	638,848	7%	42,105	113%
Operating Expenditures	131,354	131,354	668,465	537,111	20%	23,874	550%
Crack and Chip Seal	7,539	7,539	2,300,000	2,292,461	0%	-	0%
Capital Outlay	2,800	2,800	29,750	26,950	9%	17,900	16%
Administrative Chargeback	-	-	(28,820)	(28,820)	0%	-	0%
<b>Total Streets</b>	<b>189,325</b>	<b>189,325</b>	<b>3,655,875</b>	<b>3,466,550</b>	<b>5%</b>	<b>83,879</b>	<b>225.7%</b>
Snow Removal							
Personnel	-	-	120,720	120,720	0%	-	0%
Operating Expenditures	-	-	149,000	149,000	0%	161	0%
<b>Total Snow Removal</b>	<b>-</b>	<b>-</b>	<b>269,720</b>	<b>269,720</b>	<b>0%</b>	<b>161</b>	<b>0.0%</b>
Street Signs							
Personnel	170	170	85,100	84,930	0%	-	0%
Operating Expenditures	105	105	53,780	53,675	0%	896	12%
<b>Total Street Signs</b>	<b>275</b>	<b>275</b>	<b>138,880</b>	<b>138,605</b>	<b>0%</b>	<b>896</b>	<b>30.7%</b>
Street Lights							
Personnel	15,381	15,381	257,930	242,549	6%	16,487	93%
Operating Expenditures	17,661	17,661	491,110	473,449	4%	9,386	188%
Capital Outlay	-	-	-	-	0%	55,691	0%
<b>Total Street Lights</b>	<b>33,042</b>	<b>33,042</b>	<b>749,040</b>	<b>715,998</b>	<b>4%</b>	<b>81,564</b>	<b>40.5%</b>
<b>Total Public Works and Operations</b>	<b>307,515</b>	<b>307,515</b>	<b>6,320,895</b>	<b>6,013,380</b>	<b>5%</b>	<b>285,387</b>	<b>107.8%</b>
Parks, Recreation, and Events							
Community Events and Recreation							
Personnel	15,438	15,438	354,860	339,422	4%	32,600	47%
Operating Expenditures	2,787	2,787	147,060	144,273	2%	1,725	162%
City Events	3,611	3,611	442,310	438,699	1%	4,168	87%
<b>Total Community Events and Recreation</b>	<b>21,836</b>	<b>21,836</b>	<b>944,230</b>	<b>922,394</b>	<b>2%</b>	<b>38,493</b>	<b>56.7%</b>
Arts & Cultural Development							
Operating Expenditures	-	-	-	-	0%	-	0%
Grants (Friends of Herriman)	-	-	90,500	90,500	0%	8,800	0%
<b>Total Arts &amp; Cultural Development</b>	<b>-</b>	<b>-</b>	<b>90,500</b>	<b>90,500</b>	<b>0%</b>	<b>8,800</b>	<b>0.0%</b>
Cemetery							
Personnel	5,251	5,251	38,640	33,389	14%	3,759	140%
Operating Expenditures	2,462	2,462	38,030	35,568	6%	4,898	50%
Capital Outlay	700	700	22,320	21,620	3%	-	0%
<b>Total Cemetery</b>	<b>8,413</b>	<b>8,413</b>	<b>98,990</b>	<b>90,577</b>	<b>8%</b>	<b>8,657</b>	<b>97.2%</b>
Parks							
Personnel	117,757	117,757	1,931,110	1,813,353	6%	112,935	104%
Operating Expenditures	235,775	235,775	2,059,250	1,823,475	11%	252,724	93%
Capital Outlay	-	-	-	-	0%	1,864	0%
<b>Total Parks</b>	<b>353,532</b>	<b>353,532</b>	<b>3,990,360</b>	<b>3,636,828</b>	<b>9%</b>	<b>367,523</b>	<b>96.2%</b>
Blackridge							
Personnel	9,661	9,661	55,120	45,459	18%	-	0%
Operating Expenditures	5,016	5,016	50,600	45,584	10%	-	0%
<b>Total Blackridge</b>	<b>14,677</b>	<b>14,677</b>	<b>105,720</b>	<b>91,043</b>	<b>14%</b>	<b>-</b>	<b>0.0%</b>
Ice Ribbon							
Personnel	-	-	60,800	60,800	0%	-	0%
Operating Expenditures	5	5	25,690	25,685	0%	-	0%
<b>Total Ice Ribbon</b>	<b>5</b>	<b>5</b>	<b>86,490</b>	<b>86,485</b>	<b>0%</b>	<b>-</b>	<b>0.0%</b>

## City of Herriman Budget Versus Actual Report - July 2024

General Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
<b>Total Parks, Recreation, and Events</b>	<b>398,463</b>	<b>398,463</b>	<b>5,316,290</b>	<b>4,917,827</b>	<b>7%</b>	<b>423,473</b>	<b>94.1%</b>
<b>Community Development</b>							
<b>Administration</b>							
Personnel	20,754	20,754	360,550	339,796	6%	21,781	95%
Operating Expenditures	27	27	5,535	5,508	0%	20	135%
Administrative Chargeback	(11,776)	(11,776)	(194,480)	(182,704)	6%	(14,547)	81%
<b>Total Administration</b>	<b>9,005</b>	<b>9,005</b>	<b>171,605</b>	<b>162,600</b>	<b>5%</b>	<b>7,254</b>	<b>124.1%</b>
<b>Economic Development</b>							
Personnel	7,818	7,818	127,410	119,592	6%	7,785	100%
Operating Expenditures	19,189	19,189	75,950	56,761	25%	2,031	945%
Capital Outlay	-	-	-	-	0%	-	0%
<b>Total Economic Development</b>	<b>27,007</b>	<b>27,007</b>	<b>203,360</b>	<b>176,353</b>	<b>13%</b>	<b>9,816</b>	<b>275.1%</b>
<b>Planning &amp; Development</b>							
Personnel	32,400	32,400	551,900	519,500	6%	31,583	103%
Operating Expenditures	2,251	2,251	79,880	77,629	3%	287	784%
Administrative Chargeback	(24,124)	(24,124)	(406,790)	(382,666)	6%	(27,994)	86%
<b>Total Planning &amp; Development</b>	<b>10,527</b>	<b>10,527</b>	<b>224,990</b>	<b>214,463</b>	<b>5%</b>	<b>3,876</b>	<b>271.6%</b>
<b>Engineering</b>							
Personnel	59,358	59,358	1,156,580	1,097,222	5%	62,381	95%
Operating Expenditures	1,047	1,047	160,450	159,403	1%	3,064	34%
Administrative Chargeback	(45,967)	(45,967)	(803,860)	(757,893)	6%	(51,019)	90%
<b>Total Engineering</b>	<b>14,438</b>	<b>14,438</b>	<b>513,170</b>	<b>498,732</b>	<b>3%</b>	<b>14,426</b>	<b>100.1%</b>
<b>GIS</b>							
Personnel	25,392	25,392	422,410	397,018	6%	25,261	101%
Operating Expenditures	287	287	139,250	138,963	0%	7,677	4%
Capital Outlay	-	-	23,000	23,000	0%	-	0%
Administrative Chargeback	(4,364)	(4,364)	(97,310)	(92,946)	4%	(6,254)	70%
<b>Total GIS</b>	<b>21,315</b>	<b>21,315</b>	<b>487,350</b>	<b>466,035</b>	<b>4%</b>	<b>26,684</b>	<b>79.9%</b>
<b>Total Community Development</b>	<b>82,292</b>	<b>82,292</b>	<b>1,600,475</b>	<b>1,518,183</b>	<b>5%</b>	<b>62,056</b>	<b>132.6%</b>
<b>Transfers to Other Funds</b>							
Transfer to Debt Service Fund	1,675,200	1,675,200	1,675,200	-	100%	(166,600)	-1006%
Transfer to Public Safety Fund-Non Police	103,998	103,998	1,247,970	1,143,972	8%	72,216	144%
Transfer to Capital Projects Fund	-	-	899,420	899,420	0%	201,185	0%
Transfer to Capital Equipment	-	-	511,460	511,460	0%	-	0%
Transfer to Herriman North CRA	-	-	25,000	25,000	0%	-	0%
Budgeted Increase in Fund Balance	-	-	211,670	211,670	0%	-	0%
<b>Total Transfers to Other Funds</b>	<b>1,779,198</b>	<b>1,779,198</b>	<b>4,570,720</b>	<b>2,791,522</b>	<b>39%</b>	<b>804,481</b>	<b>221.2%</b>
<b>Total General Fund Expenditures</b>	<b>\$ 2,877,731</b>	<b>\$ 2,877,731</b>	<b>\$ 22,520,095</b>	<b>\$ 19,642,364</b>	<b>13%</b>	<b>\$ 2,021,642</b>	<b>142.3%</b>

- 1** Utah League of Cities and Towns membership paid in July (timing difference).
- 2** Annual software agreements due in July (timing difference).
- 3** Payment for roadway striping project made in July (timing difference).
- 4** Mowing and fertilization expenses are higher in the summer (timing difference).
- 5** Blackridge is seasonal and does not follow a 1/12 allocation.
- 6** Purchase of AlphaMap software made in July (timing difference). A budget amendment will be needed.
- 7** Debt service payments made in July (timing difference).



# City of Herriman Budget Versus Actual Report - July 2024

## General Fund - Police

	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
<b>Revenue</b>							
Grants	3,603	3,603	163,510	159,907	2%	-	0%
Student Resource Officers	-	-	417,500	417,500	0%	-	0%
Miscellaneous	2,114	2,114	110,900	108,786	2%	1,437	147%
Sale of Capital Assets	-	-	-	-	0%	-	0%
Transfer From HCSEA	823,284	823,284	8,947,910	8,124,626	9%	768,340	107%
Transfer From General Fund	-	-	-	-	0%	-	0%
<b>Total Police Revenue</b>	<b>\$ 829,001</b>	<b>\$ 829,001</b>	<b>\$ 9,639,820</b>	<b>\$ 8,810,819</b>	<b>9%</b>	<b>\$ 769,777</b>	<b>108%</b>
<b>Expenditures</b>							
Personnel	438,519	438,519	8,021,530	7,583,011	5%	424,103	103%
Operating	122,655	122,655	1,227,790	1,105,135	10%	187,979	65%
Operating-Dispatch	183,897	183,897	368,500	184,603	50%	174,398	105%
Capital Outlay	-	-	-	-	0%	(1,745)	0%
Transfer to Capital Equipment Fund	-	-	22,000	22,000	0%	-	0%
<b>Total Expenditures</b>	<b>\$ 745,071</b>	<b>\$ 745,071</b>	<b>\$ 9,639,820</b>	<b>\$ 8,894,749</b>	<b>8%</b>	<b>\$ 784,735</b>	<b>95%</b>
<b>Excess of Revenues Over (Under) Expenditures</b>							
	<b>\$ 83,930</b>	<b>\$ 83,930</b>	<b>\$ -</b>			<b>\$ (14,958)</b>	

**1** Dispatch fees are paid semi-annually (timing difference).

# City of Herriman Budget Versus Actual Report - July 2024

General Fund - Animal Services, Community Services, Emergency Management							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
<b>Revenue</b>							
Animal Services Fee	3,100	3,100	27,200	24,100	11%	-	0%
Fines - Code Enforcement	-	-	10,000	10,000	0%	-	0%
Animal Services Donation	-	-	-	-	0%	-	0%
Budgeted Use of Fund Balance	-	-	-	-	0%	-	0%
Transfer From General Fund	103,998	103,998	1,247,970	1,143,972	8%	-	0%
<b>Total Revenue</b>	<b>\$ 107,098</b>	<b>\$ 107,098</b>	<b>\$ 1,285,170</b>	<b>\$ 1,178,072</b>	<b>8%</b>	<b>\$ -</b>	<b>0.0%</b>
<b>Expenditures</b>							
<b>Animal Services</b>							
Personnel	19,506	19,506	299,520	280,014	7%	-	0%
Operating	30,573	30,573	281,130	250,557	11%	-	0%
Capital Outlay	-	-	-	-	0%	-	0%
<b>Total Animal Services</b>	<b>\$ 50,079</b>	<b>\$ 50,079</b>	<b>\$ 580,650</b>	<b>\$ 530,571</b>	<b>9%</b>	<b>\$ -</b>	<b>0.0%</b>
<b>Emergency Services</b>							
Personnel	102	102	35,420	35,318	0%	-	0%
Operating	5,375	5,375	14,000	8,625	38%	-	0%
Capital Outlay	-	-	-	-	0%	-	0%
<b>Total Emergency Management</b>	<b>\$ 5,477</b>	<b>\$ 5,477</b>	<b>\$ 49,420</b>	<b>\$ 43,943</b>	<b>11%</b>	<b>\$ -</b>	<b>0.0%</b>
<b>Community Services</b>							
Personnel	9,409	9,409	167,130	157,721	6%	-	0%
Operating	6,936	6,936	73,530	66,594	9%	-	0%
Capital Outlay	-	-	-	-	0%	-	0%
<b>Total Community Services</b>	<b>\$ 16,345</b>	<b>\$ 16,345</b>	<b>\$ 240,660</b>	<b>\$ 224,315</b>	<b>7%</b>	<b>\$ -</b>	<b>0.0%</b>
<b>Crossing Guards</b>							
Personnel	434	434	332,660	332,226	0%	-	0%
Operating	-	-	7,900	7,900	0%	-	0%
<b>Total Emergency Management</b>	<b>\$ 434</b>	<b>\$ 434</b>	<b>\$ 340,560</b>	<b>\$ 340,126</b>	<b>0%</b>	<b>\$ -</b>	<b>0.0%</b>
<b>Transfers to Other Funds</b>							
Transfer to Capital Equipment Fund	\$ -	\$ -	\$ 73,880	\$ 73,880	0.0%	\$ -	0.0%
<b>Total Transfers to Other Funds</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 73,880</b>	<b>\$ 73,880</b>	<b>0.0%</b>	<b>\$ -</b>	<b>0.0%</b>
<b>Total Expenditures</b>	<b>\$ 72,335</b>	<b>\$ 72,335</b>	<b>\$ 1,285,170</b>	<b>\$ 1,509,018</b>	<b>6%</b>	<b>\$ -</b>	<b>0.0%</b>
<b>Excess of Revenues Over (Under) Expenditures</b>							
	<b>\$ 34,763</b>	<b>\$ 34,763</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ -</b>	

## City of Herriman Budget Versus Actual Report - July 2024

General Fund - ARPA							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
<b>Revenue</b>							
Interest Income	2	2	-	(2)	0%	11,712	0%
Use of Fund Balance	-	-	1,087,860	1,087,860	0%	-	0%
<b>Total ARPA Fund Revenue</b>	<b>2</b>	<b>2</b>	<b>\$ 1,087,860</b>	<b>\$ 1,087,858</b>	<b>0%</b>	<b>\$ 11,712</b>	<b>0.0%</b>
<b>Expenditures</b>							
Transfer to Capital Projects Fund	1,358,373	1,358,373	1,087,860	(270,513)	125%	-	0%
<b>Total Expenditures</b>	<b>\$ 1,358,373</b>	<b>\$ 1,358,373</b>	<b>\$ 1,087,860</b>	<b>\$ (270,513)</b>	<b>125%</b>	<b>\$ -</b>	<b>0.0%</b>
<b>Excess of Revenues Over (Under) Expenditures</b>							
	<b>\$ (1,358,371)</b>	<b>\$ (1,358,371)</b>	<b>\$ -</b>			<b>\$ 11,712</b>	

**1** Amount of transfer is more than budgeted to zero out the ARPA fund balance.

Fund Balance Available				
	FY2021	FY2022	FY2023	FY2024 (Estimated)
Beginning Balance	\$ -	\$ 842,641	\$ 2,232,403	\$ 2,386,660
Addition (Use of)	842,641	1,389,762	154,257	(1,288,880)
<b>Ending Balance</b>	<b>\$ 842,641</b>	<b>\$ 2,232,403</b>	<b>\$ 2,386,660</b>	<b>\$ 1,097,780</b>

## City of Herriman Budget Versus Actual Report - July 2024

Park Impact Fee Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
<b>Revenue</b>							
Park Impact Fees	63,912	63,912	2,100,000	2,036,088	3%	160,089	40%
Interest Income	45,040	45,040	240,000	194,960	19%	37,939	119%
Budgeted Use of Fund Balance	-	-	3,400,000	3,400,000	0%	-	0%
<b>Total Revenue</b>	<b>\$ 108,952</b>	<b>\$ 108,952</b>	<b>\$ 5,740,000</b>	<b>\$ 5,631,048</b>	<b>2%</b>	<b>\$ 198,028</b>	<b>55%</b>
<b>Expenditures</b>							
Capital Projects	-	-	5,740,000	5,740,000	0%	11,335	0%
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 5,740,000</b>	<b>\$ 5,740,000</b>	<b>0%</b>	<b>\$ 11,335</b>	<b>0%</b>
<b>Excess of Revenues Over (Under) Expenditures</b>							
	<b>\$ 108,952</b>	<b>\$ 108,952</b>	<b>\$ -</b>			<b>\$ 186,693</b>	

Fund Balance Available					
	FY2021	FY2022	FY2023	FY2024 (Estimated)	FY2025 (Budget)
Beginning Balance	\$ 3,879,208	\$ 5,471,968	\$ 6,915,696	\$ 8,047,361	\$ 5,690,961
Addition (Use of)	1,592,760	1,443,728	1,131,665	(2,356,400)	(3,400,000)
<b>Ending Balance</b>	<b>\$ 5,471,968</b>	<b>\$ 6,915,696</b>	<b>\$ 8,047,361</b>	<b>\$ 5,690,961</b>	<b>\$ 2,290,961</b>

## City of Herriman Budget Versus Actual Report - July 2024

### Public Safety Impact Fee Fund

	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
<b>Revenue</b>							
Public Safety Impact Fee	13,140	13,140	200,000	186,860	7%	-	0%
Interest Income	6,027	6,027	46,200	40,173	13%	4,481	135%
<b>Total Revenue</b>	<b>\$ 19,167</b>	<b>\$ 19,167</b>	<b>\$ 246,200</b>	<b>\$ 227,033</b>	<b>8%</b>	<b>\$ 4,481</b>	<b>427.7%</b>
<b>Expenditures</b>							
Budgeted Increase in Fund Balance	-	-	246,200	246,200	0%	-	0%
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 246,200</b>	<b>\$ 246,200</b>	<b>0%</b>	<b>\$ -</b>	<b>0.0%</b>
<b>Excess of Revenues Over (Under) Expenditures</b>	<b>\$ 19,167</b>	<b>\$ 19,167</b>	<b>\$ -</b>			<b>\$ 4,481</b>	

### Fund Balance Available

	FY2021	FY2022	FY2023	FY2024 (Estimated)	FY2025 (Budget)
Beginning Balance	\$ -	\$ -	\$ -	\$ 953,706	\$ 1,303,706
Addition (Use of)	-	-	953,706	350,000	246,200
<b>Ending Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 953,706</b>	<b>\$ 1,303,706</b>	<b>\$ 1,549,906</b>

## City of Herriman Budget Versus Actual Report - July 2024

### Fire Impact Fee Fund

	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
<b>Revenue</b>							
Fire Impact Fee	12,285	12,285	250,000	237,715	5%	-	0%
Interest Income	5,789	5,789	48,800	43,011	12%	4,344	133%
Budgeted Use of Fund Balance	-	-	1,186,200	1,186,200	0%	-	0%
<b>Total Revenue</b>	<b>\$ 18,074</b>	<b>\$ 18,074</b>	<b>\$ 1,485,000</b>	<b>\$ 1,466,926</b>	<b>1%</b>	<b>\$ 4,344</b>	<b>416.1%</b>
<b>Expenditures</b>							
0204-00 Future Fire Station Land Purchase	-	-	1,000,000	1,000,000	0%	-	0%
0048-00 Fire Station 103 Replacement	4,284	4,284	485,000	480,716	1%	-	0%
<b>Total Expenditures</b>	<b>\$ 4,284</b>	<b>\$ 4,284</b>	<b>\$ 1,485,000</b>	<b>\$ 480,716</b>	<b>0%</b>	<b>\$ -</b>	<b>0.0%</b>
<b>Excess of Revenues Over (Under) Expenditures</b>	<b>\$ 13,790</b>	<b>\$ 13,790</b>	<b>\$ -</b>			<b>\$ 4,344</b>	

### Fund Balance Available

	FY2021	FY2022	FY2023	FY2024 (Estimated)	FY2025 (Budget)
Beginning Balance	\$ -	\$ -	\$ -	\$ 918,222	\$ 1,262,222
Addition (Use of)	-	-	918,222	344,000	(1,186,200)
<b>Ending Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 918,222</b>	<b>\$ 1,262,222</b>	<b>\$ 76,022</b>

## City of Herriman Budget Versus Actual Report - July 2024

Road Impact Fee Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
<b>Revenue</b>							
Road Impact Fees	69,276	69,276	2,500,000	2,430,724	3%	147,664	47%
Interest Income	13,081	13,081	20,600	7,519	64%	4,278	306%
Budgeted Use of Fund Balance	-	-	371,700	371,700	0%	-	0%
<b>Total Revenue</b>	<b>\$ 82,357</b>	<b>\$ 82,357</b>	<b>\$ 2,892,300</b>	<b>\$ 2,809,943</b>	<b>3%</b>	<b>\$ 151,942</b>	<b>54.2%</b>
<b>Expenditures</b>							
Agreements and Reimbursements	-	-	352,400	352,400	0%	-	0%
Capital Projects	-	-	1,842,600	1,842,600	0%	-	0%
Professional Services	-	-	15,000	15,000	0%	-	0%
Transfer to Debt Service Fund	682,300	682,300	682,300	-	100%	-	0%
<b>Total Expenditures</b>	<b>\$ 682,300</b>	<b>\$ 682,300</b>	<b>\$ 2,892,300</b>	<b>\$ 2,210,000</b>	<b>24%</b>	<b>\$ -</b>	<b>0.0%</b>
<b>Excess of Revenues Over (Under) Expenditures</b>	<b>\$ (599,943)</b>	<b>\$ (599,943)</b>	<b>\$ -</b>			<b>\$ 151,942</b>	

**1** Entire amount of transfer was completed in July (timing difference).

Fund Balance Available					
	FY2021	FY2022	FY2023	FY2024 (Estimated)	FY2025 (Budget)
Beginning Balance	\$ (296,011)	\$ 86,259	\$ 2,217,044	\$ 1,399,558	\$ 1,440,496
Addition (Use of)	382,270	2,130,785	(817,486)	40,938	(371,700)
<b>Ending Balance</b>	<b>\$ 86,259</b>	<b>\$ 2,217,044</b>	<b>\$ 1,399,558</b>	<b>\$ 1,440,496</b>	<b>\$ 1,068,796</b>

## City of Herriman Budget Versus Actual Report - July 2024

Debt Service Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
<b>Revenue</b>							
Grant-UDOT	-	-	800,000	800,000	0%	-	0%
Transfers In	2,419,500	2,419,500	2,419,500	-	100%	(166,600)	-1452%
Interest Income	2,985	2,985	28,000	25,015	11%	3,025	99%
<b>Total Revenue</b>	<b>\$ 2,422,485</b>	<b>\$ 2,422,485</b>	<b>\$ 3,247,500</b>	<b>\$ 825,015</b>	<b>75%</b>	<b>\$ (163,575)</b>	<b>-1481.0%</b>
<b>Expenditures</b>							
2021 Sales Tax Bond Debt Service	-	-	799,300	799,300	0%	-	0%
2015 Sales Tax Bond Debt Service	-	-	2,104,200	2,104,200	0%	-	0%
Capital Lease Payments	-	-	334,000	334,000	0%	-	0%
Trustee Fees	-	-	10,000	10,000	0%	-	0%
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,247,500</b>	<b>\$ 3,247,500</b>	<b>0%</b>	<b>\$ -</b>	<b>0.0%</b>
<b>Excess of Revenues Over (Under) Expenditures</b>	<b>\$ 2,422,485</b>	<b>\$ 2,422,485</b>	<b>\$ -</b>			<b>\$ (163,575)</b>	

Fund Balance Available					
	FY2021	FY2022	FY2023	FY2024 (Estimated)	FY2025 (Budget)
Beginning Balance	\$ 1,885,749	\$ 1,277,051	\$ 2,378,574	\$ 760,680	\$ 703,417
Addition (Use of)	(608,698)	1,101,523	(1,617,894)	(57,263)	-
<b>Ending Balance</b>	<b>\$ 1,277,051</b>	<b>\$ 2,378,574</b>	<b>\$ 760,680</b>	<b>\$ 703,417</b>	<b>\$ 703,417</b>
Note: Fund balance is restricted (state grant)					

## City of Herriman Budget Versus Actual Report - July 2024

### New Development Street Lights Fee Fund

	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
<b>Revenue</b>							
Interest Income	979	979	-	(979)	0%	976	100%
<b>Total Revenue</b>	<b>\$ 979</b>	<b>\$ 979</b>	<b>\$ -</b>	<b>\$ (979)</b>	<b>0%</b>	<b>\$ 976</b>	<b>100%</b>
<b>Expenditures</b>							
New Development Street Lights	2,387	2,387	-	(2,387)	0%	895	267%
<b>Total Expenditures</b>	<b>\$ 2,387</b>	<b>\$ 2,387</b>	<b>\$ -</b>	<b>\$ (2,387)</b>	<b>0%</b>	<b>\$ 895</b>	<b>267%</b>
<b>Excess of Revenues Over (Under) Expenditures</b>	<b>\$ (1,408)</b>	<b>\$ (1,408)</b>	<b>\$ -</b>			<b>\$ 81</b>	

### Fund Balance Available

	FY2021	FY2022	FY2023	FY2024 (Estimated)	FY2025 (Budget)
Beginning Balance	\$ 257,201	\$ 616,516	\$ 536,153	\$ 211,711	\$ 11,000
Addition (Use of)	359,315	(80,363)	(324,442)	(200,711)	-
<b>Ending Balance</b>	<b>\$ 616,516</b>	<b>\$ 536,153</b>	<b>\$ 211,711</b>	<b>\$ 11,000</b>	<b>\$ 11,000</b>

## City of Herriman Budget Versus Actual Report - July 2024

### New Development Street Signs Fee Fund

	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
<b>Revenue</b>							
Interest Income	1,222	1,222	-	(1,222)	0%	1,203	102%
<b>Total Revenue</b>	<b>\$ 1,222</b>	<b>\$ 1,222</b>	<b>\$ -</b>	<b>\$ (1,222)</b>	<b>0%</b>	<b>\$ 1,203</b>	<b>102%</b>
<b>Expenditures</b>							
Sign Installation	-	-	-	-	0%	-	0%
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0%</b>	<b>\$ -</b>	<b>0%</b>
<b>Excess of Revenues Over (Under) Expenditures</b>	<b>\$ 1,222</b>	<b>\$ 1,222</b>	<b>\$ -</b>			<b>\$ 1,203</b>	

### Fund Balance Available

	FY2021	FY2022	FY2023	FY2024 (Estimated)	FY2025 (Budget)
Beginning Balance	\$ 292,495	\$ 282,850	\$ 270,166	\$ 260,405	\$ 13,800
Addition (Use of)	(9,645)	(12,684)	(9,761)	(246,605)	-
<b>Ending Balance</b>	<b>\$ 282,850</b>	<b>\$ 270,166</b>	<b>\$ 260,405</b>	<b>\$ 13,800</b>	<b>\$ 13,800</b>



## City of Herriman Budget Versus Actual Report - July 2024

Herriman City Safety Enforcement Area							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
<b>Revenue</b>							
Property Tax	-	-	9,363,120	9,363,120	0%	(170,375)	0%
Motor Vehicle in Lieu	-	-	600,770	600,770	0%	-	0%
Interest Income	375	375	46,880	46,505	1%	894	42%
<b>Total Revenue</b>	<b>\$ 375</b>	<b>\$ 375</b>	<b>\$ 10,010,770</b>	<b>\$ 10,010,395</b>	<b>0%</b>	<b>\$ (169,481)</b>	<b>0%</b>
<b>Expenditures</b>							
Public Notices	-	-	1,000	1,000	0%	-	0%
Budgeted Increase in Fund Balance	-	-	364,140	364,140	0%	-	0%
Transfer to Public Safety Fund	823,284	823,284	8,947,910	8,124,626	9%	768,340	107%
Transfer to Capital Equipment Fund	697,720	697,720	697,720	-	100%	-	0%
<b>Total Expenditures</b>	<b>\$ 1,521,004</b>	<b>\$ 1,521,004</b>	<b>\$ 10,010,770</b>	<b>\$ 8,489,766</b>	<b>15%</b>	<b>\$ 768,340</b>	<b>198%</b>
<b>Excess of Revenues Over (Under) Expenditures</b>							
	<b>\$ (1,520,629)</b>	<b>\$ (1,520,629)</b>	<b>\$ -</b>			<b>\$ (937,821)</b>	

**1** Entire amount of transfer was completed in July (timing difference).

Fund Balance Available					
	FY2021	FY2022	FY2023	FY2024 (Estimated)	FY2025 (Budget)
Beginning Balance	\$ 808,735	\$ 1,307,908	\$ 1,355,992	\$ 193,397	\$ 621,257
Addition (Use of)	499,173	48,084	(1,162,595)	427,860	364,140
<b>Ending Balance</b>	<b>\$ 1,307,908</b>	<b>\$ 1,355,992</b>	<b>\$ 193,397</b>	<b>\$ 621,257</b>	<b>\$ 985,397</b>

## City of Herriman Budget Versus Actual Report - July 2024

Herriman City Fire Service Area							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
<b>Revenue</b>							
Property Tax	-	-	7,385,700	7,385,700	0%	-	0%
Motor Vehicle in Lieu	-	-	370,800	370,800	0%	-	0%
Interest Income	23,291	23,291	236,580	213,289	10%	9,262	251%
UFSA Fund Balance Transfer	-	-	37,900	37,900	0%	-	0%
<b>Total Revenue</b>	<b>\$ 23,291</b>	<b>\$ 23,291</b>	<b>\$ 8,030,980</b>	<b>\$ 8,007,689</b>	<b>0%</b>	<b>\$ 9,262</b>	<b>251%</b>
<b>Expenditures</b>							
Bldgs & Grounds - Supplies Maint	-	-	40,000	40,000	0%	-	0%
Contract Services (UFA)	1,383,444	1,383,444	5,543,780	4,160,336	25%	1,315,725	105%
Contract Services (UFA)-Debt Service	-	-	447,000	447,000	0%	-	0%
Transfer to General Fund	-	-	-	-	0%	-	0%
Budgeted Increase in Fund Balance	-	-	2,000,000	2,000,000	0%	-	0%
<b>Total Expenditures</b>	<b>\$ 1,383,444</b>	<b>\$ 1,383,444</b>	<b>\$ 8,030,980</b>	<b>\$ 4,647,536</b>	<b>17%</b>	<b>\$ 1,315,725</b>	<b>105%</b>
<b>Excess of Revenues Over (Under) Expenditures</b>							
	<b>\$ (1,360,153)</b>	<b>\$ (1,360,153)</b>	<b>\$ -</b>			<b>\$ (1,306,463)</b>	

**1** Contract payment is made to UFA quarterly (timing difference).

Fund Balance Available (Unrestricted)					
	FY2021	FY2022	FY2023	FY2024 (Estimated)	FY2025 (Budget)
Beginning Balance	\$ -	\$ 158,744	\$ 1,152,984	\$ 3,320,407	\$ 6,457,567
Addition (Use of)	158,744	994,240	2,167,423	3,137,160	2,000,000
<b>Ending Balance</b>	<b>\$ 158,744</b>	<b>\$ 1,152,984</b>	<b>\$ 3,320,407</b>	<b>\$ 6,457,567</b>	<b>\$ 8,457,567</b>
<b>Over (Under) Fund Balance Policy</b>					<b>\$ 7,526,904</b>

## City of Herriman Budget Versus Actual Report - July 2024

Herriman Towne Center CDA							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
<b>Revenue</b>							
Property Tax	-	-	3,766,630	3,766,630	0%	-	0%
Interest Income	9,373	9,373	109,220	99,847	9%	24,895	38%
<b>Total Revenue</b>	<b>\$ 9,373</b>	<b>\$ 9,373</b>	<b>\$ 3,875,850</b>	<b>\$ 3,866,477</b>	<b>0%</b>	<b>\$ 24,895</b>	<b>38%</b>
<b>Expenditures</b>							
HTC Communities Participation Agreement	-	-	1,615,460	1,615,460	0%	-	0%
2016 Tax Increment Bond	854,243	854,243	854,250	7	100%	854,033	100%
2016 SAA Bond	-	-	900,340	900,340	0%	-	0%
Trustee and Administrative Fees	1,506	1,506	85,720	84,214	2%	1,626	93%
Budgeted Increase in Fund Balance	-	-	420,080	420,080	0%	-	0%
<b>Total Expenditures</b>	<b>\$ 855,749</b>	<b>\$ 855,749</b>	<b>\$ 3,875,850</b>	<b>\$ 3,020,101</b>	<b>22%</b>	<b>\$ 855,659</b>	<b>100%</b>
<b>Excess of Revenues Over (Under) Expenditures</b>	<b>\$ (846,376)</b>	<b>\$ (846,376)</b>	<b>\$ -</b>			<b>\$ (830,764)</b>	

**1** Bond payment was made in July (timing difference).

Fund Balance Available (Unrestricted)					
	FY2021	FY2022	FY2023	FY2024 (Estimated)	FY2025 (Budget)
Beginning Balance	\$ 3,048,048	\$ 4,258,649	\$ 5,026,472	\$ 6,338,779	\$ 2,714,083
Addition (Use of)	1,210,601	767,823	1,312,307	(3,624,696)	420,080
<b>Ending Balance</b>	<b>\$ 4,258,649</b>	<b>\$ 5,026,472</b>	<b>\$ 6,338,779</b>	<b>\$ 2,714,083</b>	<b>\$ 3,134,163</b>

## City of Herriman Budget Versus Actual Report - July 2024

Herriman Business Center CDA							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
<b>Revenue</b>							
Property Tax	-	-	1,686,840	1,686,840	0%	-	0%
Interest Income	3,976	3,976	23,600	19,624	17%	2,716	146%
<b>Total Revenue</b>	<b>\$ 3,976</b>	<b>\$ 3,976</b>	<b>\$ 1,710,440</b>	<b>\$ 1,706,464</b>	<b>0%</b>	<b>\$ 2,716</b>	<b>146.4%</b>
<b>Expenditures</b>							
Tax Incentive Payment-Rosecrest	-	-	1,405,590	1,405,590	0%	-	0%
Administrative Fees	1,560	1,560	25,630	24,070	6%	1,710	91%
Budgeted Increase in Fund Balance	-	-	279,220	279,220	0%	-	0%
<b>Total Expenditures</b>	<b>\$ 1,560</b>	<b>\$ 1,560</b>	<b>\$ 1,710,440</b>	<b>\$ 1,708,880</b>	<b>0%</b>	<b>\$ 1,710</b>	<b>91.2%</b>
<b>Excess of Revenues Over (Under) Expenditures</b>	<b>\$ 2,416</b>	<b>\$ 2,416</b>	<b>\$ -</b>			<b>\$ 1,006</b>	

Fund Balance Available (Unrestricted)					
	FY2021	FY2022	FY2023	FY2024 (Estimated)	FY2025 (Budget)
Beginning Balance	\$ 1,420,319	\$ 2,659,132	\$ 280,982	\$ 587,823	\$ 883,663
Addition (Use of)	1,238,813	(2,378,150)	306,841	295,840	279,220
<b>Ending Balance</b>	<b>\$ 2,659,132</b>	<b>\$ 280,982</b>	<b>\$ 587,823</b>	<b>\$ 883,663</b>	<b>\$ 1,162,883</b>

## City of Herriman Budget Versus Actual Report - July 2024

### Herriman Anthem Town Center CRA

	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
<b>Revenue</b>							
Property Tax	-	-	1,480,280	1,480,280	0%	-	0%
Interest Income	850	850	6,960	6,110	12%	322	264%
<b>Total Revenue</b>	<b>\$ 850</b>	<b>\$ 850</b>	<b>\$ 1,487,240</b>	<b>\$ 1,486,390</b>	<b>0%</b>	<b>\$ 322</b>	<b>264.0%</b>
<b>Expenditures</b>							
Tax Increment Payments	-	-	622,640	622,640	0%	-	0%
Mitigation Payments	-	-	405,540	405,540	0%	-	0%
Sales Tax Incentive Payments	-	-	180,000	180,000	0%	-	0%
Affordable Housing	-	-	107,480	107,480	0%	-	0%
Administrative Fees	672	672	23,380	22,708	3%	740	91%
Budgeted Increase in Fund Balance	-	-	148,200	148,200	0%	-	0%
<b>Total Expenditures</b>	<b>\$ 672</b>	<b>\$ 672</b>	<b>\$ 1,487,240</b>	<b>\$ 1,486,568</b>	<b>0%</b>	<b>\$ 740</b>	<b>90.8%</b>
<b>Excess of Revenues Over (Under) Expenditures</b>	<b>\$ 178</b>	<b>\$ 178</b>	<b>\$ -</b>			<b>\$ (418)</b>	

### Fund Balance Available (Unrestricted)

	FY2021	FY2022	FY2023	FY2024 (Estimated)	FY2025 (Budget)
Beginning Balance	\$ 463,905	\$ 391,368	\$ 201,274	\$ 69,686	\$ 108,716
Addition (Use of)	(72,537)	(190,094)	(131,588)	39,030	148,200
<b>Ending Balance</b>	<b>\$ 391,368</b>	<b>\$ 201,274</b>	<b>\$ 69,686</b>	<b>\$ 108,716</b>	<b>\$ 256,916</b>

## City of Herriman Budget Versus Actual Report - July 2024

### Herriman Innovation District CDA

	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
<b>Revenue</b>							
Property Tax	-	-	349,130	349,130	0%	-	0%
Interest Income	2,137	2,137	15,820	13,683	14%	1,171	182%
<b>Total Revenue</b>	<b>\$ 2,137</b>	<b>\$ 2,137</b>	<b>\$ 364,950</b>	<b>\$ 362,813</b>	<b>1%</b>	<b>\$ 1,171</b>	<b>182.5%</b>
<b>Expenditures</b>							
Mitigation Payments	-	-	141,270	141,270	0%	-	0%
Affordable Housing	-	-	20,790	20,790	0%	-	0%
Administrative Fee	226	226	12,720	12,494	2%	260	87%
Budgeted Increase in Fund Balance	-	-	190,170	190,170	0%	-	0%
<b>Total Expenditures</b>	<b>\$ 226</b>	<b>\$ 226</b>	<b>\$ 364,950</b>	<b>\$ 364,724</b>	<b>0%</b>	<b>\$ 260</b>	<b>86.9%</b>
<b>Excess of Revenues Over (Under) Expenditures</b>	<b>\$ 1,911</b>	<b>\$ 1,911</b>	<b>\$ -</b>			<b>\$ 911</b>	

### Fund Balance Available (Unrestricted)\*

	FY2021	FY2022	FY2023	FY2024 (Estimated)	FY2025 (Budget)
Beginning Balance	\$ -	\$ -	\$ 89,900	\$ 253,434	\$ 464,374
Addition (Use of)	-	89,900	163,534	210,940	190,170
<b>Ending Balance</b>	<b>\$ -</b>	<b>\$ 89,900</b>	<b>\$ 253,434</b>	<b>\$ 464,374</b>	<b>\$ 654,544</b>

The Innovation District has long-term contracts that will consume any available fund balance if fulfilled.

## City of Herriman Budget Versus Actual Report - July 2024

Herriman North CRA							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
<b>Revenue</b>							
Transfer from General Fund	-	-	25,000	25,000	0%	-	0%
<b>Total Revenue</b>	\$ -	\$ -	\$ 25,000	\$ 25,000	0%	\$ -	0%
<b>Expenditures</b>							
Sales Tax Incentive Payment	-	-	25,000	25,000	0%	-	0%
<b>Total Expenditures</b>	\$ -	\$ -	\$ 25,000	\$ 25,000	0%	\$ -	0%
<b>Excess of Revenues Over (Under)</b>							
Expenditures	\$ -	\$ -	\$ -			\$ -	

Fund Balance Available					
	FY2021	FY2022	FY2023	FY2024 (Estimated)	FY2025 (Budget)
Beginning Balance	\$ -	\$ -	\$ -	\$ -	\$ -
Addition (Use of)	-	-	-	-	-
<b>Ending Balance</b>	\$ -	\$ -	\$ -	\$ -	\$ -

# City of Herriman Budget Versus Actual Report - July 2024

## Development Services Fund

	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
<b>Revenue</b>							
Charges for Services	186,554	186,554	1,703,000	1,516,446	11%	15,935	1171%
Licenses and Permits	122,870	122,870	2,093,000	1,970,130	6%	-	0%
Interest	10,207	10,207	38,190	27,983	27%	-	0%
<b>Total Revenue</b>	<b>\$ 319,631</b>	<b>\$ 319,631</b>	<b>\$ 3,834,190</b>	<b>\$ 3,514,559</b>	<b>8%</b>	<b>\$ 15,935</b>	<b>2006%</b>
<b>Expenditures</b>							
Personnel	65,632	65,632	1,331,540	1,265,908	5%	-	0%
Operating	35,295	35,295	446,650	411,355	8%	-	0%
Administrative Fees	107,273	107,273	1,811,870	1,704,597	6%	-	0%
Transfer to Debt Service Fund	62,000	62,000	62,000	-	100%	-	0%
Contribution to Fund Balance	-	-	182,130	182,130	0%	-	0%
<b>Total Expenditures</b>	<b>\$ 270,200</b>	<b>\$ 270,200</b>	<b>\$ 3,834,190</b>	<b>\$ 3,563,990</b>	<b>7%</b>	<b>\$ -</b>	<b>0%</b>
<b>Excess of Revenues Over (Under) Expenditures</b>							
	<b>\$ 49,431</b>	<b>\$ 49,431</b>	<b>\$ -</b>			<b>\$ 15,935</b>	

1

1 Entire amount of transfer was completed in July (timing difference).

Fund Balance Available (Unrestricted)				
	FY2022	FY2023	FY2024 (Estimated)	FY2025 (Budget)
Beginning Balance	\$ -	\$ -	\$ -	\$ 1,251,063
Addition (Use of)	-	-	1,251,063	182,130
<b>Ending Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,251,063</b>	<b>\$ 1,433,193</b>
% of expenditures	40%			
<b>Over (Under) Fund Balance Policy</b>	<b>(361,837)</b>			

## City of Herriman Budget Versus Actual Report - July 2024

Grants Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
<b>Revenue</b>							
CDBG Program	-	-	127,530	127,530	0%	-	0%
EECBG Program	-	-	111,860	111,860	0%	-	0%
<b>Total Revenue</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 239,390</b>	<b>\$ 239,390</b>	<b>0%</b>	<b>\$ -</b>	<b>0%</b>
<b>Expenditures</b>							
0181-01 Community Center Remodel	-	-	239,390	239,390	0%	-	0%
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 239,390</b>	<b>\$ 239,390</b>	<b>0%</b>	<b>\$ -</b>	<b>0%</b>
<b>Excess of Revenues Over (Under) Expenditures</b>							
	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>			<b>\$ -</b>	

Fund Balance Available (Unrestricted)				
	FY2022	FY2023	FY2024 (Estimated)	FY2025 (Budget)
Beginning Balance	\$ -	\$ -	\$ -	\$ -
Addition (Use of)	-	-	-	-
<b>Ending Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

## City of Herriman Budget Versus Actual Report - July 2024

### Capital Projects Fund

	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
<b>Revenue</b>							
Grants-Federal (ACUB)	-	-	2,000,000	2,000,000	0%	-	0%
Grant-Trails	-	-	15,000	15,000	0%	-	0%
JVWCD Grant	-	-	200,000	200,000	0%	-	0%
Interest Income	101,184	101,184	198,310	97,126	51%	99,526	102%
Transfer In - General Fund	-	-	899,420	899,420	0%	201,185	0%
Transfer In - ARPA	1,358,373	1,358,373	1,087,860	(270,513)	125%	-	0%
Budgeted Use of Fund Balance	-	-	1,946,110	1,946,110	0%	-	0%
<b>Total Revenue</b>	<b>\$ 1,459,557</b>	<b>\$ 1,459,557</b>	<b>\$ 6,346,700</b>	<b>\$ 4,887,143</b>	<b>23%</b>	<b>\$ 300,711</b>	<b>485%</b>
<b>Expenditures</b>							
Capital Projects	26,824	26,824	6,346,700	6,319,876	0%	-	0%
<b>Total Expenditures</b>	<b>\$ 26,824</b>	<b>\$ 26,824</b>	<b>\$ 6,346,700</b>	<b>\$ 6,319,876</b>	<b>0%</b>	<b>\$ -</b>	<b>0%</b>
<b>Excess of Revenues Over (Under) Expenditures</b>	<b>\$ 1,432,733</b>	<b>\$ 1,432,733</b>	<b>\$ -</b>			<b>\$ 300,711</b>	

### Fund Balance Available

	FY2021	FY2022	FY2023	FY2024 (Estimated)	FY2025 (Budget)
Beginning Balance	\$ (12,173,678)	\$ (6,469,722)	\$ 3,333,738	\$ 6,271,864	\$ (4,964,460)
Addition (Use of)	5,703,956	9,803,460	2,938,126	(11,236,324)	(1,946,110)
<b>Ending Balance</b>	<b>\$ (6,469,722)</b>	<b>\$ 3,333,738</b>	<b>\$ 6,271,864</b>	<b>\$ (4,964,460)</b>	<b>\$ (6,910,570)</b>
<b>Interfund Loan (Water Rights Impact)</b>	<b>\$ 12,500,000</b>	<b>\$ 10,485,370</b>	<b>\$ 9,822,566</b>	<b>\$ 8,624,268</b>	<b>\$ 8,624,268</b>
<b>Adjusted Ending Balance</b>	<b>\$ 6,030,278</b>	<b>\$ 13,819,108</b>	<b>\$ 16,094,430</b>	<b>\$ 3,659,808</b>	<b>\$ 1,713,698</b>

## City of Herriman Budget Versus Actual Report - July 2024

### Public Works Facility Capital Projects Fund

	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
<b>Revenue</b>							
Interest Income	3,640	3,640	20,500	16,860	18%	3,601	101%
<b>Total Revenue</b>	<b>\$ 3,640</b>	<b>\$ 3,640</b>	<b>\$ 20,500</b>	<b>\$ 16,860</b>	<b>18%</b>	<b>\$ 3,601</b>	<b>101%</b>
<b>Expenditures</b>							
Budgeted Increase in Fund Balance	-	-	20,500	20,500	0%	-	0%
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 20,500</b>	<b>\$ 20,500</b>	<b>0%</b>	<b>\$ -</b>	<b>0%</b>
<b>Excess of Revenues Over (Under) Expenditures</b>	<b>\$ 3,640</b>	<b>\$ 3,640</b>	<b>\$ -</b>			<b>\$ 3,601</b>	



## City of Herriman Budget Versus Actual Report - July 2024

Project	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
<b>Transportation</b>							
0100-02 Brook and Maddy Heights (Reimb)	-	-	57,200	57,200	0%	-	0%
0001-01 11800 S Improvements Ph 1 (Reimb)	-	-	381,900	381,900	0%	-	0%
0016-04 7300 W Extension Ph 4	-	-	200,000	200,000	0%	-	0%
0130-00 Traffic Signal Real Vista & Mountain View	-	-	900,000	900,000	0%	-	0%
0182-00 Streetlight Replacement Project	24,504	24,504	70,000	45,496	35%	-	0%
0153-00 Sidewalk Trip Hazard Removal	-	-	114,000	114,000	0%	-	0%
0203-00 Hidden Oaks Backbone 1A (Reimb)	-	-	52,460	52,460	0%	-	0%
0010-001 6000 W Road Widening Phase 1 (Design)	-	-	1,894,200	1,894,200	0%	-	0%
<b>Total Transportation</b>	<b>24,504</b>	<b>24,504</b>	<b>3,669,760</b>	<b>3,645,256</b>	<b>1%</b>	<b>-</b>	<b>0%</b>
<b>Parks &amp; Recreation</b>							
0020-00 Artistry Park Playground Replacement	-	-	100,000	100,000	0%	-	0%
0065-00 Indian Pony Park Playground Replacement	-	-	60,000	60,000	0%	-	0%
0123-00 Ranches Park 2 Playground Replacement	-	-	60,000	60,000	0%	-	0%
0170-00 Main St Median-Water Efficient Landscaping	-	-	20,000	20,000	0%	-	0%
0120-00 Stampede Bowl Multi-Use Trail	-	-	15,000	15,000	0%	-	0%
0215-00 Ice Ribbon Reserve Fund	-	-	157,940	157,940	0%	-	0%
<b>Total Parks &amp; Recreation</b>	<b>-</b>	<b>-</b>	<b>412,940</b>	<b>412,940</b>	<b>0%</b>	<b>-</b>	<b>0%</b>
<b>Other</b>							
0181-00 Community Center Remodel Design	-	-	30,000	30,000	0%	-	0%
0149-02 UDOT Porter Rockwell Fiber Conduit (Reimb)	-	-	34,000	34,000	0%	-	0%
0216-00 Property Acquisition	2,320	2,320	2,000,000	1,997,680	0%	-	0%
0172-00 ERP System Replacement	-	-	200,000	200,000	0%	-	0%
<b>Total Other</b>	<b>2,320</b>	<b>2,320</b>	<b>2,264,000</b>	<b>2,261,680</b>	<b>0%</b>	<b>-</b>	<b>0%</b>
<b>Total Capital Project Expenditures</b>	<b>\$ 26,824</b>	<b>\$ 26,824</b>	<b>\$ 6,346,700</b>	<b>\$ 6,319,876</b>	<b>0%</b>	<b>\$ -</b>	<b>0.0%</b>

## City of Herriman Budget Versus Actual Report - July 2024

Capital Equipment Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
<b>Revenue</b>							
Transfer from General Fund	-	-	511,460	511,460	0%	-	0%
Transfer from Police Fund	-	-	22,000	22,000	0%	-	0%
Transfer from Public Safety (Non-Police)	-	-	73,880	73,880	0%	-	0%
Transfer from HCSEA Fund	697,720	697,720	697,720	-	100%	-	0%
<b>Total Revenue</b>	<b>\$ 703,991</b>	<b>\$ 703,991</b>	<b>\$ 1,305,060</b>	<b>\$ 601,069</b>	<b>54%</b>	<b>\$ -</b>	<b>0%</b>
<b>Expenditures</b>							
Conference Room Upgrades	-	-	10,000	10,000	0%	-	0%
0199-00 City Hall 1st Floor Network Switches	-	-	20,000	20,000	0%	-	0%
0190-00 Community Room Projectors	-	-	28,000	28,000	0%	-	0%
0194-00 Conference Room Calendar iPads	-	-	19,500	19,500	0%	-	0%
Snowplow	-	-	28,000	28,000	0%	-	0%
Ford F350 (#191)	-	-	80,730	80,730	0%	-	0%
Tractor (#3004)	-	-	125,000	125,000	0%	-	0%
0184-00 Park Security Cameras	-	-	30,000	30,000	0%	-	0%
Ford F150 (#196)	-	-	57,910	57,910	0%	-	0%
Ford F150 (#197)	-	-	54,570	54,570	0%	-	0%
Ford F150 (#198)	-	-	57,750	57,750	0%	-	0%
Speed Trailer	-	-	22,000	22,000	0%	-	0%
Ford F150 (#154)	-	-	73,880	73,880	0%	-	0%
Contribution to Fund Balance	-	-	697,720	697,720	0%	-	0%
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,305,060</b>	<b>\$ 1,305,060</b>	<b>0%</b>	<b>\$ -</b>	<b>0%</b>
<b>Excess of Revenues Over (Under) Expenditures</b>	<b>\$ 703,991</b>	<b>\$ 703,991</b>	<b>\$ -</b>			<b>\$ -</b>	

Fund Balance Available					
	FY2021	FY2022	FY2023	FY2024 (Estimated)	FY2025 (Budget)
Beginning Balance	\$ -	\$ -	\$ -	\$ -	\$ 697,720
Addition (Use of)	-	-	-	697,720	697,720
<b>Ending Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 697,720</b>	<b>\$ 1,395,440</b>

## City of Herriman Budget Versus Actual Report - July 2024

Capital Projects - Bond Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
<b>Revenue</b>							
Bond Proceeds	-	-	14,398,300	14,398,300	0%	-	0%
<b>Total Revenue</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 14,398,300</b>	<b>\$ 14,398,300</b>	<b>0%</b>	<b>\$ -</b>	<b>0%</b>
<b>Expenditures</b>							
0005-01 13800 S Roadway Phase 1 (Reimb)	-	-	800,000	800,000	0%	-	0%
0005-02 13800 S Roadway Phase 2 (Reimb)	-	-	920,000	920,000	0%	-	0%
0011-01 6400 W Improvements Phase 1 (Reimb)	-	-	1,850,000	1,850,000	0%	-	0%
0011-03 6400 W Improvements Phase 3 (Reimb)	-	-	4,008,930	4,008,930	0%	-	0%
0062-00 Hidden Oaks Open Space Improvements	-	-	4,400,000	4,400,000	0%	-	0%
0213-00 Creek Ridge Regional Park Improvements	-	-	2,000,000	2,000,000	0%	-	0%
Cost of Issuance	-	-	419,370	419,370	0%	-	0%
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 14,398,300</b>	<b>\$ 14,398,300</b>	<b>0%</b>	<b>\$ -</b>	<b>0%</b>
<b>Excess of Revenues Over (Under) Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>			<b>\$ -</b>	

Fund Balance Available					
	FY2021	FY2022	FY2023	FY2024 (Estimated)	FY2025 (Budget)
Beginning Balance	\$ -	\$ -	\$ -	\$ -	\$ -
Addition (Use of)	-	-	-	-	-
<b>Ending Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

## City of Herriman Budget Versus Actual Report - July 2024

Water Capital Projects Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
<b>Revenue</b>							
Transfer from Water Fund	61,725	61,725	740,703	678,978	8%	-	0%
<b>Total Revenue</b>	<b>\$ 61,725</b>	<b>\$ 61,725</b>	<b>\$ 740,703</b>	<b>\$ 678,978</b>	<b>8%</b>	<b>\$ -</b>	<b>0%</b>
<b>Expenditures</b>							
0220-00 Leak Detection Equipment	-	-	40,000	40,000	0%	-	0%
0208-00 Water Sites Security Cameras	-	-	20,000	20,000	0%	-	0%
Ford F350 Utility Truck (#150)	-	-	83,403	83,403	0%	-	0%
0179-00 Power to Lookout Repeater	-	-	18,000	18,000	0%	-	0%
0221-00 Power to HC 1 Meter Vault	-	-	12,000	12,000	0%	-	0%
0177-00 Power to Hi Deck PRV Stations	-	-	12,000	12,000	0%	-	0%
0178-00 EFI PRV Rehabilitation	-	-	40,000	40,000	0%	-	0%
0222-00 PRV Replacement	-	-	20,000	20,000	0%	-	0%
0176-00 PRV SCADA System Upgrades	-	-	53,500	53,500	0%	-	0%
0111-00 Water SCADA System Upgrade	-	-	55,000	55,000	0%	-	0%
0223-00 Hamilton Well VFD Improvement	-	-	85,000	85,000	0%	-	0%
0174-00 Blackridge Cap Stone Replacement	-	-	50,000	50,000	0%	-	0%
0175-00 AMI Towers	-	-	30,000	30,000	0%	-	0%
0055-05 Herriman Blvd Phase 5	-	-	56,800	56,800	0%	-	0%
0154-00 PRV Corrosion Correction Plan	-	-	135,000	135,000	0%	-	0%
0206-00 SCADA Hardware Refresh	-	-	30,000	30,000	0%	-	0%
0218-00 Old Town Water Project (EPA Grant)	2,171	2,171	-	(2,171)	0%	-	0%
<b>Total Expenditures</b>	<b>\$ 2,171</b>	<b>\$ 2,171</b>	<b>\$ 740,703</b>	<b>\$ 738,532</b>	<b>0%</b>	<b>\$ -</b>	<b>0%</b>
<b>Excess of Revenues Over (Under) Expenditures</b>	<b>\$ 59,554</b>	<b>\$ 59,554</b>	<b>\$ -</b>			<b>\$ -</b>	

**1** This is a project to be carried over from FY2024.

Fund Balance Available					
	FY2021	FY2022	FY2023	FY2024 (Estimated)	FY2025 (Budget)
Beginning Balance	\$ -	\$ -	\$ -	\$ -	\$ -
Addition (Use of)	-	-	-	-	-
<b>Ending Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

City of Herriman Budget Versus Actual Report - July 2024							
Water Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
<b>Revenue</b>							
Water Sales	2,112,045	2,112,045	14,975,400	12,863,355	14%	1,988,959	106%
Connection Fees	7,525	7,525	150,000	142,475	5%	14,600	52%
Interest Income	38,967	38,967	50,000	11,033	78%	2,109	1848%
Interest Income-Construction Funds	77,853	77,853	-	(77,853)	0%	104,024	75%
Jordan Valley Water Conservancy Grant	-	-	40,000	40,000	0%	-	0%
Other	22,845	22,845	275,020	252,175	8%	20,648	111%
Use of Fund Balance	-	-	1,006,733	1,006,733	0%	-	0%
<b>Total Water Fund Revenue</b>	<b>\$ 2,259,235</b>	<b>\$ 2,259,235</b>	<b>\$ 16,497,153</b>	<b>\$ 14,237,918</b>	<b>14%</b>	<b>\$ 2,130,340</b>	<b>106.1%</b>
<b>Expenditures</b>							
<b>Administration</b>							
Personnel	13,003	13,003	228,340	215,337	6%	12,287	106%
Operating	18,572	18,572	653,620	635,048	3%	60,109	31%
Administrative Chargeback	61,082	61,082	1,007,980	946,898	6%	83,440	73%
<b>Total Administration</b>	<b>\$ 92,657</b>	<b>\$ 92,657</b>	<b>\$ 1,889,940</b>	<b>\$ 1,797,283</b>	<b>5%</b>	<b>\$ 155,836</b>	<b>59.5%</b>
<b>Maintenance</b>							
Personnel	98,373	98,373	1,962,200	1,863,827	5%	99,946	98%
Operating	52,646	52,646	1,592,200	1,539,554	3%	86,905	61%
Water Purchases (JVWCD)	-	-	6,392,400	6,392,400	0%	1,025,182	0%
Capital Outlay	3,241	3,241	639,000	635,759	1%	9,554	34%
<b>Total Maintenance</b>	<b>\$ 154,260</b>	<b>\$ 154,260</b>	<b>\$ 10,585,800</b>	<b>\$ 10,431,540</b>	<b>1%</b>	<b>\$ 1,221,587</b>	<b>12.6%</b>
<b>Blue Stakes</b>							
Personnel	2,270	2,270	43,560	41,290	5%	2,727	83%
Operating	949	949	28,850	27,901	3%	987	96%
<b>Total Blue Stakes</b>	<b>\$ 3,219</b>	<b>\$ 3,219</b>	<b>\$ 72,410</b>	<b>\$ 69,191</b>	<b>4%</b>	<b>\$ 3,714</b>	<b>86.7%</b>
<b>Secondary Water</b>							
Personnel	4,813	4,813	101,860	97,047	5%	4,114	117%
Operating	33,799	33,799	493,000	459,201	7%	5,507	614%
<b>Total Maintenance</b>	<b>\$ 38,612</b>	<b>\$ 38,612</b>	<b>\$ 594,860</b>	<b>\$ 556,248</b>	<b>6%</b>	<b>\$ 9,621</b>	<b>401.3%</b>
<b>Other</b>							
Bond Payments and Fees	516,600	516,600	2,613,440	2,096,840	20%	539,200	96%
Transfer to Water Capital Projects	61,725	61,725	740,703	678,978	8%	-	0%
<b>Total Other</b>	<b>\$ 578,325</b>	<b>\$ 578,325</b>	<b>\$ 3,354,143</b>	<b>\$ 2,775,818</b>	<b>17%</b>	<b>\$ 539,200</b>	<b>107.3%</b>
<b>Total Expenditures</b>	<b>\$ 867,073</b>	<b>\$ 867,073</b>	<b>\$ 16,497,153</b>	<b>\$ 15,630,080</b>	<b>5%</b>	<b>\$ 1,929,958</b>	<b>44.9%</b>
<b>Excess of Revenues Over (Under) Expenditures</b>	<b>\$ 1,392,162</b>	<b>\$ 1,392,162</b>	<b>\$ -</b>			<b>\$ 200,382</b>	

**1** Bond payments were made in July (timing difference).

Fund Balance Available (Current Assets Less Current Liabilities)					
	FY2021	FY2022*	FY2023	FY2024 (Estimated)	FY2025 (Budget)
Beginning Balance	\$ (16,025,623)	\$ (1,658,449)	\$ 22,305,266	\$ 25,332,171	\$ 4,357,124
Addition (Use of)	14,367,174	23,963,715	3,026,905	(20,975,047)	(1,006,733)
<b>Ending Balance</b>	<b>\$ (1,658,449)</b>	<b>\$ 22,305,266</b>	<b>\$ 25,332,171</b>	<b>\$ 4,357,124</b>	<b>\$ 3,350,391</b>
<b>Over (Under) Fund Balance Policy</b>	<b>\$ (2,901,614)</b>				

City of Herriman Budget Versus Actual Report - July 2024							
Water Fund Summary							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
<b>Revenue</b>	<b>\$ 2,259,235</b>	<b>\$ 2,259,235</b>	<b>\$ 16,497,153</b>	<b>14,237,918</b>	<b>14%</b>	<b>\$ 2,130,340</b>	<b>106%</b>
<b>Expenditures</b>							
Personnel	118,459	118,459	2,335,960	2,217,501	5%	119,074	99%
Operating	105,966	105,966	2,767,670	2,661,704	4%	153,508	69%
Water Purchases	-	-	6,392,400	6,392,400	0%	1,025,182	0%
Capital	3,241	3,241	639,000	635,759	1%	9,554	
Bond Payments	516,600	516,600	2,613,440	2,096,840	20%	539,200	96%
Administrative Chargeback	61,082	61,082	1,007,980	946,898	6%	83,440	73%
Transfer to Water Capital Projects	61,725	61,725	740,703	678,978	8%	-	0%
<b>Total Expenditures</b>	<b>\$ 867,073</b>	<b>\$ 867,073</b>	<b>\$ 16,497,153</b>	<b>\$ 2,217,501</b>	<b>5.3%</b>	<b>\$ 1,929,958</b>	<b>44.9%</b>
<b>Excess of Revenues Over (Under) Expenditures</b>	<b>\$ 1,392,162</b>	<b>\$ 1,392,162</b>	<b>\$ -</b>			<b>\$ 200,382</b>	

**1** Bond payments were made in July (timing difference).

## City of Herriman Budget Versus Actual Report - July 2024

Water Rights Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
<b>Revenue</b>							
Interest Income	31,522	31,522	60,000	28,478	53%	-	0%
Use of Fund Balance	-	-	2,491,440	2,491,440	0%	-	0%
<b>Total Revenue</b>	<b>\$ 31,522</b>	<b>\$ 31,522</b>	<b>\$ 2,551,440</b>	<b>\$ 2,519,918</b>	<b>1%</b>	<b>\$ -</b>	<b>0%</b>
<b>Expenditures</b>							
Water Right Purchases	-	-	2,385,440	2,385,440	0%	-	0%
Water Right Research/Fees	-	-	166,000	166,000	0%	1,073	0%
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,551,440</b>	<b>\$ 2,551,440</b>	<b>0%</b>	<b>\$ 1,073</b>	<b>0%</b>
<b>Excess of Revenues Over (Under) Expenditures</b>	<b>\$ 31,522</b>	<b>\$ 31,522</b>	<b>\$ -</b>			<b>\$ (1,073)</b>	

Fund Balance Available (Current Assets Less Current Liabilities)					
	FY2021	FY2022	FY2023	FY2024 (Estimated)	FY2025 (Budget)
Beginning Balance	\$ 14,718,995	\$ 16,064,088	\$ 15,967,361	\$ 15,771,508	\$ 12,555,008
Addition (Use of)	1,345,093	(96,727)	(195,853)	(3,216,500)	(2,491,440)
<b>Ending Balance</b>	<b>\$ 16,064,088</b>	<b>\$ 15,967,361</b>	<b>\$ 15,771,508</b>	<b>\$ 12,555,008</b>	<b>\$ 10,063,568</b>
<b>Interfund Loan (Capital Projects)</b>	<b>\$ (12,500,000)</b>	<b>\$ (10,485,370)</b>	<b>\$ (9,822,566)</b>	<b>\$ (8,624,268)</b>	<b>\$ (8,624,268)</b>
<b>Adjusted Ending Balance</b>	<b>\$ 3,564,088</b>	<b>\$ 5,481,991</b>	<b>\$ 5,948,942</b>	<b>\$ 3,930,740</b>	<b>\$ 1,439,300</b>

## City of Herriman Budget Versus Actual Report - July 2024

### Water Impact Fee Fund

	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
<b>Revenue</b>							
Water Impact Fees	124,308	124,308	3,000,000	2,875,692	4%	215,999	58%
Interest Income	26,534	26,534	60,000	33,466	44%	14,593	182%
<b>Total Revenue</b>	<b>\$ 150,842</b>	<b>\$ 150,842</b>	<b>\$ 3,060,000</b>	<b>\$ 2,909,158</b>	<b>5%</b>	<b>\$ 230,592</b>	<b>65%</b>
<b>Expenses</b>							
<b>Reimbursements</b>							
6400 W (Phase 3) Improvements Reimbursement	-	-	442,000	442,000	0%	-	0%
<b>Total Reimbursements</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 442,000</b>	<b>\$ 442,000</b>	<b>0%</b>	<b>\$ -</b>	<b>0%</b>
<b>Capital Projects</b>							
0203-00 Hidden Oaks Backbone 1A	-	-	416,710	416,710	0%	-	0%
0010-01 6000 W Road Widening Phase 1	-	-	1,300,000	1,300,000	0%	-	0%
<b>Total Capital Projects</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,716,710</b>	<b>\$ 1,716,710</b>	<b>0%</b>	<b>\$ -</b>	<b>0%</b>
<b>Other</b>							
Professional Services	-	-	15,000	15,000	0%	-	0%
Contribution to Fund Balance	-	-	886,290	886,290	0%	-	0%
<b>Total Other Expenses</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 901,290</b>	<b>\$ 901,290</b>	<b>0%</b>	<b>\$ -</b>	<b>0%</b>
<b>Total Expenses</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,060,000</b>	<b>\$ 3,060,000</b>	<b>0%</b>	<b>\$ -</b>	<b>0%</b>
<b>Excess of Revenues Over (Under) Expenses</b>							
	<b>\$ 150,842</b>	<b>\$ 150,842</b>	<b>\$ -</b>			<b>\$ 230,592</b>	

### Fund Balance Available (Current Assets Less Current Liabilities)

	FY2021	FY2022	FY2023	FY2024 (Estimated)	FY2025 (Budget)
Beginning Balance	\$ 18,914,929	\$ 21,281,842	\$ 3,434,344	\$ 283,835	\$ 637,680
Addition (Use of)	2,366,913	(17,847,498)	(3,150,509)	353,845	886,290
<b>Ending Balance</b>	<b>\$ 21,281,842</b>	<b>\$ 3,434,344</b>	<b>\$ 283,835</b>	<b>\$ 637,680</b>	<b>\$ 1,523,970</b>



## City of Herriman Budget Versus Actual Report - July 2024

Storm Water Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
<b>Revenue</b>							
Storm Water Fee	143,426	143,426	1,744,570	1,601,144	8%	138,229	104%
Interest Income	5,384	5,384	15,000	9,616	36%	2,698	200%
Private Storm Water Enforcement	100	100	30,000	29,900	0%	-	0%
<b>Total Revenue</b>	<b>\$ 148,910</b>	<b>\$ 148,910</b>	<b>\$ 1,789,570</b>	<b>\$ 1,640,660</b>	<b>8%</b>	<b>\$ 140,927</b>	<b>106%</b>
<b>Expenses</b>							
<b>Administration</b>							
Operating	1,830	1,830	102,450	100,620	2%	4,481	41%
Administrative Chargeback	20,630	20,630	392,740	372,110	5%	28,249	73%
Transfer to Storm Water Capital Projects	-	-	329,500	329,500	0%	-	0%
Contribution to Fund Balance	-	-	19,620	19,620	0%	-	0%
<b>Total Administration</b>	<b>\$ 22,460</b>	<b>\$ 22,460</b>	<b>\$ 844,310</b>	<b>\$ 821,850</b>	<b>3%</b>	<b>\$ 32,730</b>	<b>69%</b>
<b>Maintenance</b>							
Personnel	23,861	23,861	480,430	456,569	5%	27,749	86%
Operating	3,764	3,764	222,720	218,956	2%	20,736	18%
Capital	-	-	17,380	17,380	0%	-	0%
<b>Total Maintenance</b>	<b>\$ 27,625</b>	<b>\$ 27,625</b>	<b>\$ 720,530</b>	<b>\$ 692,905</b>	<b>4%</b>	<b>\$ 48,485</b>	<b>57%</b>
<b>Engineering</b>							
Personnel	-	-	-	-	0%	-	0%
Operating	7,286	7,286	86,040	78,754	8%	968	753%
Administrative Chargeback	7,953	7,953	138,690	130,737	6%	9,806	81%
<b>Total Engineering</b>	<b>\$ 15,239</b>	<b>\$ 15,239</b>	<b>\$ 224,730</b>	<b>\$ 209,491</b>	<b>7%</b>	<b>\$ 10,774</b>	<b>141%</b>
<b>Total Expenses</b>	<b>\$ 65,324</b>	<b>\$ 65,324</b>	<b>\$ 1,789,570</b>	<b>\$ 1,724,246</b>	<b>4%</b>	<b>\$ 91,989</b>	<b>71%</b>
<b>Excess of Revenues Over (Under) Expenses</b>	<b>\$ 83,586</b>	<b>\$ 83,586</b>	<b>\$ -</b>			<b>\$ 48,938</b>	

Fund Balance Available (Current Assets Less Current Liabilities)					
	FY2021	FY2022	FY2023	FY2024 (Estimated)	FY2025 (Budget)
Beginning Balance	\$ 185,446	\$ 402,487	\$ 570,054	\$ 672,381	\$ 655,402
Addition (Use of)	217,041	167,567	102,327	(16,979)	19,620
<b>Ending Balance</b>	<b>\$ 402,487</b>	<b>\$ 570,054</b>	<b>\$ 672,381</b>	<b>\$ 655,402</b>	<b>\$ 675,022</b>
<b>Over (Under) Fund Balance Policy</b>					<b>\$ 229,202</b>

## City of Herriman Budget Versus Actual Report - July 2024

Storm Water Fund Summary							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
<b>Revenue</b>	<b>\$ 148,910</b>	<b>\$ 148,910</b>	<b>\$ 1,789,570</b>	<b>1,640,660</b>	<b>8%</b>	<b>\$ 140,927</b>	<b>105.7%</b>
<b>Expenditures</b>							
Personnel	23,861	23,861	480,430	456,569	5%	27,749	86%
Operating	12,880	12,880	411,210	398,330	3%	26,185	49%
Capital	-	-	17,380	17,380	0%	-	0%
Administrative Chargeback	28,583	28,583	531,430	502,847	5%	38,055	75%
Transfers/Contribution to Fund Balance	-	-	349,120	349,120	0%	-	0%
<b>Total Expenditures</b>	<b>\$ 65,324</b>	<b>\$ 65,324</b>	<b>\$ 1,789,570</b>	<b>\$ 1,724,246</b>	<b>4%</b>	<b>\$ 91,989</b>	<b>71.0%</b>
<b>Excess of Revenues Over (Under) Expenditures</b>	<b>\$ 83,586</b>	<b>\$ 83,586</b>	<b>\$ -</b>			<b>\$ 48,938</b>	

## City of Herriman Budget Versus Actual Report - July 2024

Storm Water Impact Fee Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
<b>Revenue</b>							
Storm Drain Fees	4,540	4,540	200,000	195,460	2%	-	0%
Interest Income	13,227	13,227	64,500	51,273	21%	14,150	93%
Use of Fund Balance	-	-	707,170	707,170	0%	-	0%
<b>Total Revenue</b>	<b>\$ 17,767</b>	<b>\$ 17,767</b>	<b>\$ 971,670</b>	<b>\$ 953,903</b>	<b>2%</b>	<b>\$ 14,150</b>	<b>125.6%</b>
<b>Expenditures</b>							
0120-00 Master Planning - Storm Drain	-	-	10,000	10,000	0%	-	0%
0010-01 6000 W Road Widening Phase 1	-	-	241,840	241,840	0%	-	0%
0203-00 Hidden Oaks Backbone 1A	-	-	406,910	406,910	0%	-	0%
6400 W Improvements Phase 3 Reimbursement	-	-	312,920	312,920	0%	-	0%
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 971,670</b>	<b>\$ 971,670</b>	<b>0%</b>	<b>\$ -</b>	<b>0.0%</b>
<b>Excess of Revenues Over (Under) Expenditures</b>	<b>\$ 17,767</b>	<b>\$ 17,767</b>	<b>\$ -</b>			<b>\$ 14,150</b>	

Fund Balance Available (Current Assets Less Current Liabilities)					
	FY2021	FY2022	FY2023	FY2024 (Estimated)	FY2025 (Budget)
Beginning Balance	\$ -	\$ -	\$ -	\$ 3,062,527	\$ 1,876,895
Addition (Use of)	-	-	3,062,527	(1,185,632)	(707,170)
<b>Ending Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,062,527</b>	<b>\$ 1,876,895</b>	<b>\$ 1,169,725</b>

## City of Herriman Budget Versus Actual Report - July 2024

### Storm Water Capital Projects Fund

	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
<b>Revenue</b>							
Grant - State of Utah	-	-	113,000	113,000	0%	-	0%
Transfer from Storm Water Fund	-	-	329,500	329,500	0%	-	0%
<b>Total Revenue</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 442,500</b>	<b>\$ 442,500</b>	<b>0%</b>	<b>\$ -</b>	<b>0.0%</b>
<b>Expenditures</b>							
0151-00 Storm Drain Retrofit Projects	-	-	442,500	442,500	0%	-	0%
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 442,500</b>	<b>\$ 442,500</b>	<b>0%</b>	<b>\$ -</b>	<b>0.0%</b>
<b>Excess of Revenues Over (Under)</b>							
<b>Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>			<b>\$ -</b>	

### Fund Balance Available (Current Assets Less Current Liabilities)

	FY2021	FY2022	FY2023	FY2024 (Estimated)	FY2025 (Budget)
Beginning Balance	\$ -	\$ -	\$ -	\$ -	\$ -
Addition (Use of)	-	-	-	-	-
<b>Ending Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

## City of Herriman Budget Versus Actual Report - July 2024

High Country I Water Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
<b>Revenue</b>							
Water Sales	18,279	18,279	-	(18,279)	0%	18,919	97%
Interest Income	1,408	1,408	-	(1,408)	0%	1,318	107%
<b>Total Revenue</b>	<b>\$ 19,687</b>	<b>\$ 19,687</b>	<b>\$ -</b>	<b>\$ (19,687)</b>	<b>0%</b>	<b>\$ 20,237</b>	<b>97%</b>
<b>Expenditures</b>							
<b>Administration</b>							
Personnel	-	-	-	-	0%	547	0%
Operating	121	121	-	(121)	0%	221	55%
<b>Total Administration</b>	<b>\$ 121</b>	<b>\$ 121</b>	<b>\$ -</b>	<b>\$ (121)</b>	<b>0%</b>	<b>\$ 768</b>	<b>16%</b>
<b>Maintenance</b>							
Personnel	1,849	1,849	-	(1,849)	0%	2,338	79%
Operating	4,575	4,575	-	(4,575)	0%	2,137	214%
Capital	-	-	-	-	0%	2,520	0%
<b>Total Maintenance</b>	<b>\$ 6,424</b>	<b>\$ 6,424</b>	<b>\$ -</b>	<b>\$ (6,424)</b>	<b>0%</b>	<b>\$ 6,995</b>	<b>92%</b>
<b>Total Expenditures</b>	<b>\$ 6,545</b>	<b>\$ 6,545</b>	<b>\$ -</b>	<b>\$ (6,545)</b>	<b>0%</b>	<b>\$ 7,763</b>	<b>84%</b>
<b>Excess of Revenues Over (Under) Expenditures</b>	<b>\$ 13,142</b>	<b>\$ 13,142</b>	<b>\$ -</b>			<b>\$ 12,474</b>	

Fund Balance Available (Unrestricted)					
	FY2021	FY2022	FY2023	FY2024 (Estimated)	FY2025 (Budget)
Beginning Balance	\$ 280,506	\$ 86,917	\$ 103,771	\$ 103,533	\$ 261,230
Addition (Use of)	(101,173)	60,986	47,453	197,989	-
Capital Reserve	(92,416)	(44,132)	(47,691)	(40,291)	-
<b>Ending Balance</b>	<b>\$ 86,917</b>	<b>\$ 103,771</b>	<b>\$ 103,533</b>	<b>\$ 261,230</b>	<b>\$ 261,230</b>
<b>Capital Reserve Balance</b>	<b>\$ 92,416</b>	<b>\$ 136,548</b>	<b>\$ 184,239</b>	<b>\$ 224,530</b>	

## City of Herriman Budget Versus Actual Report - July 2024

High Country II Water Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
<b>Revenue</b>							
Water Sales	34,902	34,902	-	(34,902)	0%	35,007	100%
Water Impact Fees	-	-	-	-	0%	16,884	0%
Interest Income	2,620	2,620	-	(2,620)	0%	2,209	119%
<b>Total Revenue</b>	<b>\$ 37,522</b>	<b>\$ 37,522</b>	<b>\$ -</b>	<b>\$ (37,522)</b>	<b>0%</b>	<b>\$ 54,100</b>	<b>69.4%</b>
<b>Expenditures</b>							
Personnel	-	-	-	-	0%	1,516	0%
Operating	16,775	16,775	-	(16,775)	0%	15,841	106%
<b>Total Expenditures</b>	<b>\$ 16,775</b>	<b>\$ 16,775</b>	<b>\$ -</b>	<b>\$ (16,775)</b>	<b>0%</b>	<b>\$ 17,357</b>	<b>96.6%</b>
<b>Excess of Revenues Over (Under) Expenditures</b>	<b>\$ 20,747</b>	<b>\$ 20,747</b>	<b>\$ -</b>			<b>\$ 36,743</b>	

Fund Balance Available					
	FY2021	FY2022	FY2023	FY2024 (Estimated)	FY2025 (Budget)
Beginning Balance	\$ 490,611	\$ 617,677	\$ 788,439	\$ 471,185	\$ 580,891
Addition (Use of)	127,066	170,762	(317,254)	109,706	-
<b>Ending Balance</b>	<b>\$ 617,677</b>	<b>\$ 788,439</b>	<b>\$ 471,185</b>	<b>\$ 580,891</b>	<b>\$ 580,891</b>



## STAFF REPORT

**DATE:** August 15, 2024

**TO:** The Honorable Mayor Palmer and Members of the City Council

**FROM:** Michael Maloy, City Planner

**SUBJECT:** Consideration of a Resolution to Reappoint Adam Jacobson as a member of the Herriman City Planning Commission for an additional three-year term.

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### **RECOMMENDATION:**

Under the prior direction of the City Council, staff recommends the reappointment of Adam Jacobson as a member of the Herriman City Planning Commission for an additional three-year term of service.

### **ISSUE BEFORE COUNCIL:**

Should the City Council approve a draft resolution to reappoint Adam Jacobson for an additional three-year term of service on the Planning Commission?

### **BACKGROUND & SUMMARY:**

Mr. Jacobson was initially appointed to serve on the Planning Commission in May 2014 and has been the most-tenured member of the Commission. The next most experienced Commissioner is Andrea Bradford, who has served eight years and is anticipated to serve (at least) one more year until July 2025, when the Council may consider her for reappointment. For reference, the tenure of currently appointed Commission members are:

- |                        |               |
|------------------------|---------------|
| • Eight years          | One member    |
| • Six years            | Three members |
| • Five years           | One member    |
| • Three years          | Two members   |
| • One and a half years | Two members   |

City Code clearly states there are no term limits for Planning Commission members, and each serves by appointment (or reappointment) upon a majority vote of the City Council and Mayor.

## **DISCUSSION:**

City staff discussed the proposed reappointment with the Mayor and members of the City Council in the August 14, 2024, Work Meeting. During the meeting, the Council directed staff to draft a City Council Policy that outlines a process and factors for considering future appointments and reappointments to the Planning Commission, which the Planning Department initiated following the meeting. Upon completion, Planning Department staff will “preview” the draft policy with the Planning Commission to solicit comments and recommendations before presenting it to the City Council in October (or sooner if feasible) for consideration.

Regarding the current reappointment proposal, the Council requested meeting attendance records of Planning Commission members being considered for reappointment. In response, staff prepared the following table and observations for all Planning Commission members, which provides context for the City Council’s review of the proposal:

Planning Commission Meeting Attendance: July 1, 2021 - July 3, 2024							
No	Name	Tenure	Regular	Alternate	Meetings Held	Meetings Attended	Attendance Average
1	Adam Jacobson	10-years	•		78	50	64.1%
2	Andrea Bradford	8-years	•		78	64	82.1%
3	Jackson Ferguson, Vice Chair	6-years	•		78	51	65.4%
4	Andrew Powell, Chair	6-years	•		78	63	80.1%
5	Brody Rypien	6-years	•		78	57	73.1%
6	Heather Garcia	5-years	•		78	67	85.9%
7	Darryl Fenn	3-years	•		78	66	84.6%
8	Forest Sickles	3-years		•	78	69	88.5%
9	Preston Oberg*	2-years		•	38	36	94.7%
10	Terrah Anderson*	2-years		•	38	32	84.2%

\* Planning Commission Alternate Members Preston Oberg and Terrah Anderson were appointed in December 2022.

Focusing on the most recent 12-month period, from July 1, 2023, to July 3, 2024, the City held 26 public meetings with the Planning Commission, which included two “Joint Meetings” with the Mayor and members of the City Council. During this period, the highest number of meetings attended by a single Commission member was 24, or 92.3%, by Andrea Bradford. Also, for reference, the meeting attendance average (or mean) for all ten Commission members was 20.6, or 79.2%, and the median value was 21.

Regarding Mr. Jacobson's attendance during the past 12 months, he participated in 14 of 26 Planning Commission meetings; this 53.8% attendance rate was less than the previous two years, which was 36 of 52 meetings, or 69.2%. For the Council's consideration, during this period, Mr. Jacobson completed a master's degree for his employment, which necessitated his being excused from several meetings; however, he consistently informed City staff of scheduling conflicts that would preclude attendance, and no meetings were canceled due to a lack of a quorum during this period.

In general, it is the recommendation of the Herriman City Planning Department that experienced Planning Commission members benefit the community, and the formal or implied practice of term limits for appointed positions is generally unnecessary and undesirable given the Council's authority to remove "any member of the Planning Commission" as per the following:

**CITY CODE 10-4-5 PLANNING COMMISSION**

5. The City Council may remove any member of the Planning Commission whenever it appears that such removal would be in the best interests of the City, as determined by the City Council.

For additional information on the procedural requirements for Planning Commission appointments and reappointments, staff has attached an excerpt from the Herriman City Code for reference (see Attachment A – City Code).

**ALTERNATIVES:**

The City Council may consider the following alternatives, among others:

Alternative	Recommendation	Description
<b>Approve</b>	Yes	Approve the proposed reappointment for an additional three-year term of service on the Planning Commission
<b>Table</b>		Table the proposed reappointment to allow additional time to consider the draft resolution
<b>Deny</b>		Deny the proposed reappointment and direct staff on how to proceed with the selection and appointment process as required by City Code

**FISCAL IMPACT:**

Impact	Rationale
<b>None</b>	Whereas the adopted bi-annual Herriman City budget has properly allocated funds for the Planning Commission, approving the proposed resolution will not impact the adopted budget

**ATTACHMENTS:**

- A. City Code Excerpt
- B. Draft Resolution



**HERRIMAN CITY CODE**  
**10-4-5: Planning Commission**

- A. Established:** Pursuant to the terms of the Municipal Land Use, Development, and Management Act, Utah Code section 10-9a-101, et seq., a Planning Commission is hereby established to exercise the powers and duties specified in this title.
- B. Appointment and Term of Office:** The Planning Commission shall consist of seven (7) persons who shall be appointed by the City Council.
1. It is the intent of the City Council that the Planning Commission will represent diverse citizen groups, as well as the broad interests of the City as a whole; that membership should include balanced representation in geographic, professional, neighborhood, and community interest; and that a wide range of expertise relating to the development of a healthy and well-planned community should be sought when appointing commission members. Interests from which expertise might be selected include banking, development, contracting, engineering, geology and seismology, law, ecology, behavioral sciences, historic preservation, architecture, and landscape architecture. It is not, however, intended that Planning Commission members be limited to professionals but rather that members represent a cross-section of the community.
  2. Planning Commission members shall be bona fide City residents and qualified electors of the City.
  3. Each Planning Commission member shall be appointed for a term of three (3) years, which shall begin upon appointment.
  4. Planning Commission members may be reappointed for successive terms.
  5. The City Council may remove any member of the Planning Commission whenever it appears that such removal would be in the best interests of the City, as determined by the City Council.
  6. Any vacancy occurring on the Planning Commission by reason of death, resignation, or removal shall be promptly filled by the City Council for the unexpired term of such member.
  7. Any vacancy occurring on the Planning Commission by reason of expiration of the term shall be promptly filled by the City Council.
  8. The City Council may appoint three (3) alternate Planning Commission members who shall serve terms of one year. The reappointment, removal, and vacancy of alternate Planning Commission members shall be the same as for regular Planning Commission members. Alternate members of the Planning Commission may serve on the Planning Commission in the absence of a Planning Commission member.
  9. Members and alternate members of the Planning Commission shall be deemed "volunteers" for purposes of City ordinances, rules, regulations, and policies concerning personnel; provided, however, they shall be included in the definition of "employee" for purposes of the Utah Governmental Immunity Act, Utah Code section 63G-7-101, et seq.
  10. Planning Commission and alternate members may be compensated for performing their duties as may be approved by the City Council.
- C. Powers and Duties:** The Planning Commission shall have the following powers and duties, which shall be exercised pursuant to the provisions of this title:
1. Prepare and recommend a General Plan and General Plan amendments to the City Council as provided in section 10-5-7 of this title;
  2. Recommend land use regulations to the City Council as provided in section 10-5-8 of this title;
  3. Act as a Land Use Authority as provided in this title; and
  4. Advise the City Council on matters requested by the Council, including but not limited to programs for public improvements and the financing thereof.

**HERRIMAN, UTAH**  
**RESOLUTION NO. 2024 -**

**A RESOLUTION TO REAPPOINT ADAM JACOBSON AS A MEMBER OF  
THE HERRIMAN CITY PLANNING COMMISSION FOR  
AN ADDITIONAL THREE-YEAR TERM**

**WHEREAS**, the Herriman City Council (the “*Council*”) met in a regular session on August 28, 2024, to consider, among other things, reappointing Adam Jacobson as a regular member of the Planning Commission; and

**WHEREAS**, the Council has adopted an ordinance that created the Planning Commission; and

**WHEREAS**, the ordinance creating a Planning Commission provides that the Council may reappoint members of the Planning Commission; and

**AFTER** careful consideration, the Council has determined that it is in the best interest of the health, safety, and welfare of the citizens of Herriman to make the reappointment as stated herein.

**NOW, THEREFORE, BE IT RESOLVED** that the Council hereby reappoints the following individual to serve on the Planning Commission to the term set forth below:

<u>NAME</u>	<u>TERM</u>	<u>DATE TERM EXPIRES</u>
Adam Jacobson	3 years	August 28, 2027

**PASSED AND APPROVED** this 28<sup>th</sup> day of August 2024.

**HERRIMAN CITY COUNCIL**

By: \_\_\_\_\_  
Mayor Lorin Palmer

**ATTEST:**

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



## STAFF REPORT

**DATE:** August 6, 2024

**TO:** The Honorable Mayor and Members of the City Council

**FROM:** Michael Maloy, City Planner

**SUBJECT:** Consideration of a request to amend the Herriman City's Official Zoning Map from A-1-43 Single Family Agricultural Zone to R-1-10 Single Family Residential Zone for  $\pm 0.81$  of property located at 13333 S Rose Canyon Road. (File No. Z2024-067)

---

### **RECOMMENDATION:**

On July 17, 2024, the Herriman City Planning Commission voted 4-0 to recommend an amendment to the Herriman City Official Zoning Map for  $\pm 0.81$  acres of property located at 13333 S Rose Canyon Road from A-1-43 Single Family Agricultural Zone to R-1-10 Single Family Residential Zone. Staff concurs with the Commission's recommendation to the City Council.

### **ISSUE BEFORE COUNCIL:**

Should the City amend the Herriman City Official Zoning Map to rezone the subject properties from A-1-43 Agricultural Zone to R-1-10 Residential Zone as proposed by the applicant?

### **BACKGROUND & SUMMARY:**

The applicant has requested a zoning map amendment for  $\pm 0.81$  acres of an existing  $\pm 2.18$  acre lot of property located at 13333 S Rose Canyon Road from A-1-43 Single-Family Agricultural Zone to R-1-10 Single-Family Residential Zone. The applicant has negotiated the purchases of this property ( $\pm 0.81$  acres) to subdivide the southern portion of the property into two (2) lots and extend a public right-of-way to the adjacent eastern property (for future access).

The subject property has a Future Land Use (FLU) designation of Neighborhood One. The Neighborhood One FLU designation supports the requested rezone (See Attachment – C).

The subject property was originally part of the applicant's previous request to rezone  $\pm 6.93$  acres of property located directly to the west from A-1-43 Agricultural to A-1-10 Agricultural and R-1-10 Residential (City File No. Z2023-149; approved April 10, 2024). However, the property was removed from the initial request as the sale was being negotiated.



After receiving approval of the previous rezone (File No. Z2023-149), the applicant also received preliminary plat approval for an eleven (11) lot subdivision known as Holly's Pond, which is directly west of the subject property. This request will (essentially) create a second phase of the Holly's Pond Subdivision, consisting of two (2) additional lots, accessible from the proposed public right-of-way (see Attachment – E).

Per City policy, the applicant participated in a neighborhood meeting on July 1, 2024. Thirty-one (31) notices were mailed to affected property owners within three hundred (300) feet of the subject property ten (10) days before each community meeting was held, in accordance with city policy. Besides city staff and the applicant, no residents attended the neighborhood meeting.

A public hearing for this item was held at Planning Commission meeting on the July 17, 2024. As required by the Utah State Code, public hearing notices were posted in three (3) public places and on the Utah State Public Notice website. Public hearing notices were also mailed to all affected entities and property owners within three hundred (300) feet of the subject properties.

## **DISCUSSION:**

### **Engineering Compliance:**

**Staff Finding** – Engineering reviewed the request and expressed no concern with the proposed zoning map amendment.

### **Zoning Ordinance Compliance:**

Per City Code 10-5-8 Zoning Map and Text Amendment, a “decision to amend the text of this title or the zoning map is a matter within the legislative discretion of the City Council as described in subsection 10-5-6A of this chapter. In making an amendment, the following factors should be considered:”

**1. Whether the proposed amendment is consistent with the goals, objectives, and policies of the General Plan;**

***Staff Finding** – The Future Land Use (FLU) Map in the General Plan classifies the subject properties as Neighborhood Residential One.*

*“The Neighborhood One residential areas of Herriman offer opportunities for a mix of residential lots that support a range of home sizes, styles, and types throughout the community. These areas represent the conventional suburban neighborhood subdivisions as well as clustered development that helps protect sensitive areas and offer shared open spaces. Some animal rights are allowed.” (General Plan – FLU-16)*

*The zoning designations supported by the Neighborhood One FLU map are:*

- *R-1-10 Residential Single Family (10,000 square feet minimum)*
- *R-1-15 Residential Single Family (15,000 square feet minimum)*
- *R-1-21 Residential Single Family (21,780 square feet minimum)*
- *R-1-43 Residential Single Family (43,560 square feet minimum)*
- *A-1-10 Agricultural Single Family (10,000 square feet minimum)*
- *A-1-21 Agricultural Single Family (21,780 square feet minimum)*

*Whereas the applicant is requesting a zoning district supported by the FLU Map, staff finds the proposal “consistent with the goals, objectives, and policies of the General Plan.”*

**2. Whether the proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property;**

***Staff Finding** – Properties to the east of the subject property have the same zoning designation and similar lot sizes (one-third acre) as requested by the applicant. The properties to the south are zoned A-1-43 and comprised of one (1) acre deep lots that front 13400 South. To the west is an undeveloped ±8.69 acre parcel that is zoned A-1-43 and used for agricultural purposes (i.e., farming).*



*The property directly to the north is zoned A-1-43 and contains  $\pm 2.18$  acres. As mentioned previously, the applicant worked with the property owner to purchase and rezone the southern portion ( $\pm 0.81$  acres) of their property. The remaining  $\pm 1.37$  acres will maintain the A-1-43 Zone to preserve animal rights.*

*Based on existing and recently approved developments surrounding the subject property, staff finds the proposal is consistent with the overall character of development within the vicinity.*

**3. The extent to which the proposed amendment may adversely affect adjacent property;**

**Staff Finding** – *As mentioned earlier, the approved lots to the west of the subject property have the same zoning designation and lot sizes as proposed by the applicant. Existing lots to the north, east, and south are zoned A-1-43. Per ordinance, residential and agricultural uses must be separated by a six (6) foot vinyl fence to mitigate any secondary impacts from “incompatible” land uses. The approval of the rezone and development of this parcel will provide needed access to the larger undeveloped agricultural lots to the east of the proposed rezone.*

*As mentioned above, the developed parcel north of the proposal is zoned A-1-43. The applicant has negotiated the sale of the northern  $\pm 0.81$  acres of the property with the property owner to accommodate the rezone and future development of the property. Through these negotiations, the applicant will be providing paved vehicular access to their lot, as well as providing access to improved infrastructure through the installation of a public right-of-way.*

*Based on this information, staff finds the proposed amendment will not adversely affect adjacent properties.*

**4. The adequacy of facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection.**

**Staff Finding** – *As recommended by the City Engineer, the subject properties can be adequately serviced with the existing infrastructure. Additional public utility connections will be reviewed during the preliminary subdivision plat amendment process.*

**ALTERNATIVES:**

The City Council may consider the following alternatives:

<b>Alternatives</b>	<b>Pros</b>	<b>Cons</b>
<b>1.</b> Approve the Zoning Map Amendment as requested by the applicant and recommended by the Planning Commission and staff <b>[Recommended]</b>	Approval facilitates residential development in compliance with the General Plan	Residents may perceive one or more negative impacts on the existing character of the neighborhood
<b>2.</b> Approve the Zoning Map Amendment requested by the applicant with one or more zoning conditions (ZC) approved by a majority vote of the Council	Approval facilitates residential development in compliance with the General Plan	Zoning condition(s) may be contrary to the applicant's objectives, and residents may still perceive a negative impact(s) on the existing character of the neighborhood
<b>3.</b> Continue the Zoning Map Amendment for further review at a future meeting. If needed, the City Council may request additional information from the applicant or staff for consideration	Continuing the proposal may allow additional time to consider potential impacts (if any) and options	Continuing the proposal will require the expenditure of additional resources and prevent staff from working on other objectives of the City
<b>4.</b> Deny the Zoning Map Amendment requested by the applicant and specify one or more "findings" that support the decision	Maintains existing development pattern	Denial would prohibit incremental development that would contribute to the prosperity of the community and provide additional housing with marginal impacts (if any) on the neighborhood

**Fiscal Impact:**

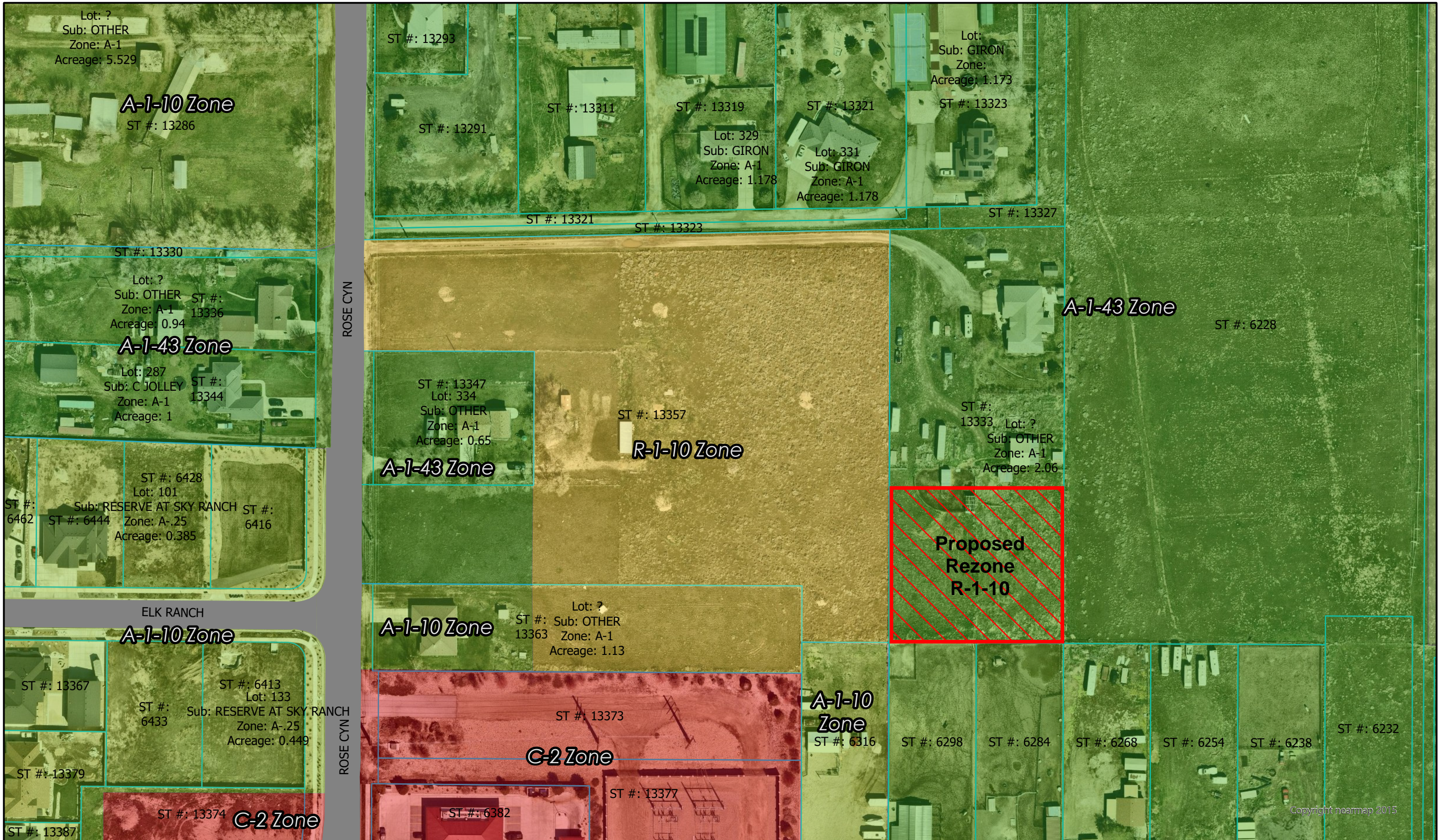
None; approval of the amendment will not alter or obligate the adopted Herriman City Budget.



**ATTACHMENTS:**

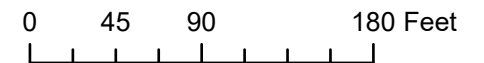
- A. Vicinity Map
- B. Existing Zone/FLU Designation
- C. Proposed Zone and Legal Descriptions
- D. Conceptual Subdivision
- E. Community Meeting Minutes/Notices
- F. Draft Ordinance





# Attachment A

**Rezone- File # Z2024-067  
13333 S Rose Canyon Road**



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Table 6.2.1: FLU Categories & Corresponding Agricultural, Residential, & Recreation Zones

## RESIDENTIAL & NEIGHBORHOOD FLU CATEGORIES

### Mountain & Canyon Residential

Rural/remote homes of varying sizes on large lots that fit into the canyons and mountains surrounding Herriman's traditional neighborhoods

### Forest Residential & Recreational Resort

Homes of varying sizes on larger forest residential lots that fit into Herriman's foothills; This also supports low-impact recreational resorts in the foothills

### Agricultural & Hillside Residential

Larger, estate lots and/or agricultural lots with homes of varying sizes that fit alongside Herriman's other neighborhoods

### Neighborhood Residential One

Options for housing on small to mid-sized lots throughout Herriman

### Neighborhood Residential Two

Housing on smaller lots with detached or attached homes that fill the gap between conventional suburban homes and multi-family homes

### Mixed Use Neighborhood One

Detached and attached homes that blend single family and multi-family units in a neighborhood

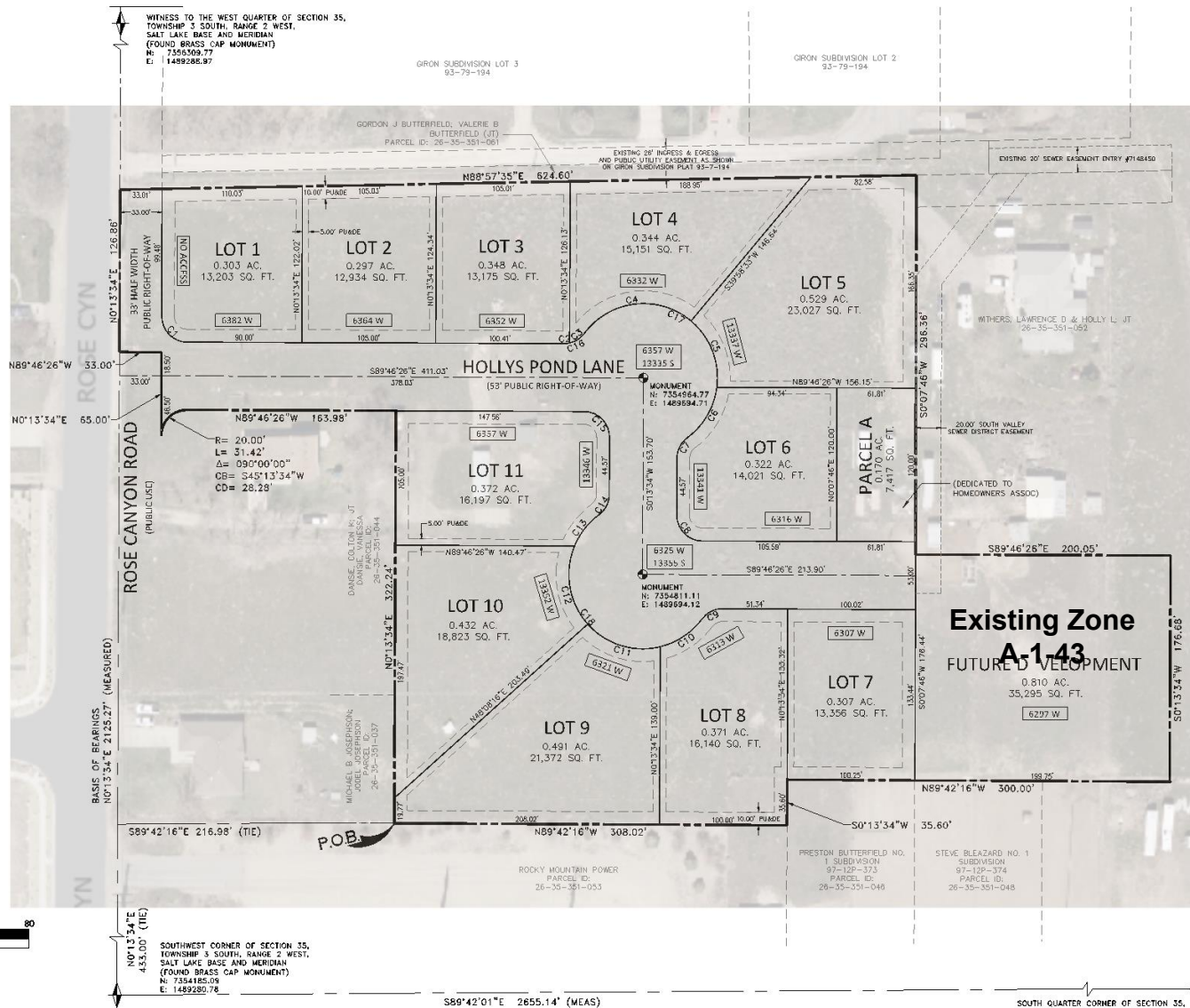
### Mixed Use Neighborhood Two

Specific areas of Herriman where multi-family units are supported by a mixed-use neighborhood

			Residential & Neighborhood FLU Categories						
			Mountain/Canyon Residential	Recreational Resort/ Forest Residential	Agricultural & Hillside	Neighborhood One	Neighborhood Two	Mixed Use Neighborhood One	Mixed Use Neighborhood Two
Residential & Neighborhood Zones									
	DU/AC*	Minimum Lot size							
A-1-43 Agricultural Single Family	1.0	43,560 sq. ft.							
A-1-21 Agricultural Single Family	2.0	21,780 sq. ft.							
A-1-10 Agricultural Single Family	1.8 to 2.5	10,000 sq. ft.							
R-1-43 Residential Single Family	1.0	43,560 sq. ft.							
R-1-21 Residential Single Family	2.0	21,780 sq. ft.							
R-1-15 Residential Single Family	2.9	15,000 sq. ft.							
R-1-10 Residential Single Family	4.4	10,000 sq. ft.							
R-2-15 Low/Medium Density Residential	5.8	none							
R-2-10 Low/Medium Density Residential	8.0	none							
R-20-43 High Density Residential	9.0 to 20	none							
FR-20 Forestry Recreation	0.05	20 acres							
FR-10 Forestry Recreation	0.1	10 acres							
FR-5 Forestry Recreation	0.2	5 acres							
FR-2.5 Forestry Recreation	0.4	2.5 acres							
FR-1 Forestry Recreation	1.0	1 acre							
RC Resort Community	0.4	none							

\*Dwelling Units Per Acre numbers reflect either a maximum density or density range for each zone, or reflect an average density based on Minimum Lot Sizes.

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## NOTES



BEGINNING AT THE NORTHEAST  
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 BUTTERFIELD NO. 1 SUBDIVISION  
 RECORDED IN BOOK 97, AT PAGE  
 373 OF THE OFFICIAL RECORDS OF  
 THE SALT LAKE COUNTY  
 RECORDERS OFFICE, SAID POINT  
 BEING NORTH 0°13'34" EAST,  
 ALONG THE SECTION LINE, 433.00  
 FEET AND SOUTH 89°42'16" EAST  
 525.00 FEET AND NORTH 00°13'34"  
 EAST 35.60 FEET AND SOUTH  
 89°42'16" EAST 100.25 FEET FROM  
 THE SOUTHWEST CORNER OF  
 SECTION 35, TOWNSHIP 3 SOUTH,  
 RANGE 2 WEST, SALT LAKE BASE  
 AND MERIDIAN AND RUNNING  
 THENCE NORTH 00°07'46" EAST,  
 176.44 FEET  
 THENCE SOUTH 89°46'26" EAST,  
 200.05 FEET;  
 THENCE SOUTH 00°13'34" WEST,  
 176.68 FEET,  
 TO THE NORTHEAST CORNER OF  
 THE BRIAN DEHAAN NO. 1  
 SUBDIVISION, RECORDED IN BOOK  
 97, AT PAGE 375 OF THE OFFICIAL  
 RECORDS OF THE SALT LAKE  
 COUNTY RECORDERS OFFICE,  
 THENCE NORTH 89°42'16" WEST,  
 199.75 FEET TO THE POINT OF  
 BEGINNING.

CONTAINS 0.81 ACRES, MORE OR LESS

No	REVISION	Date

## ROSE ROAD COVE

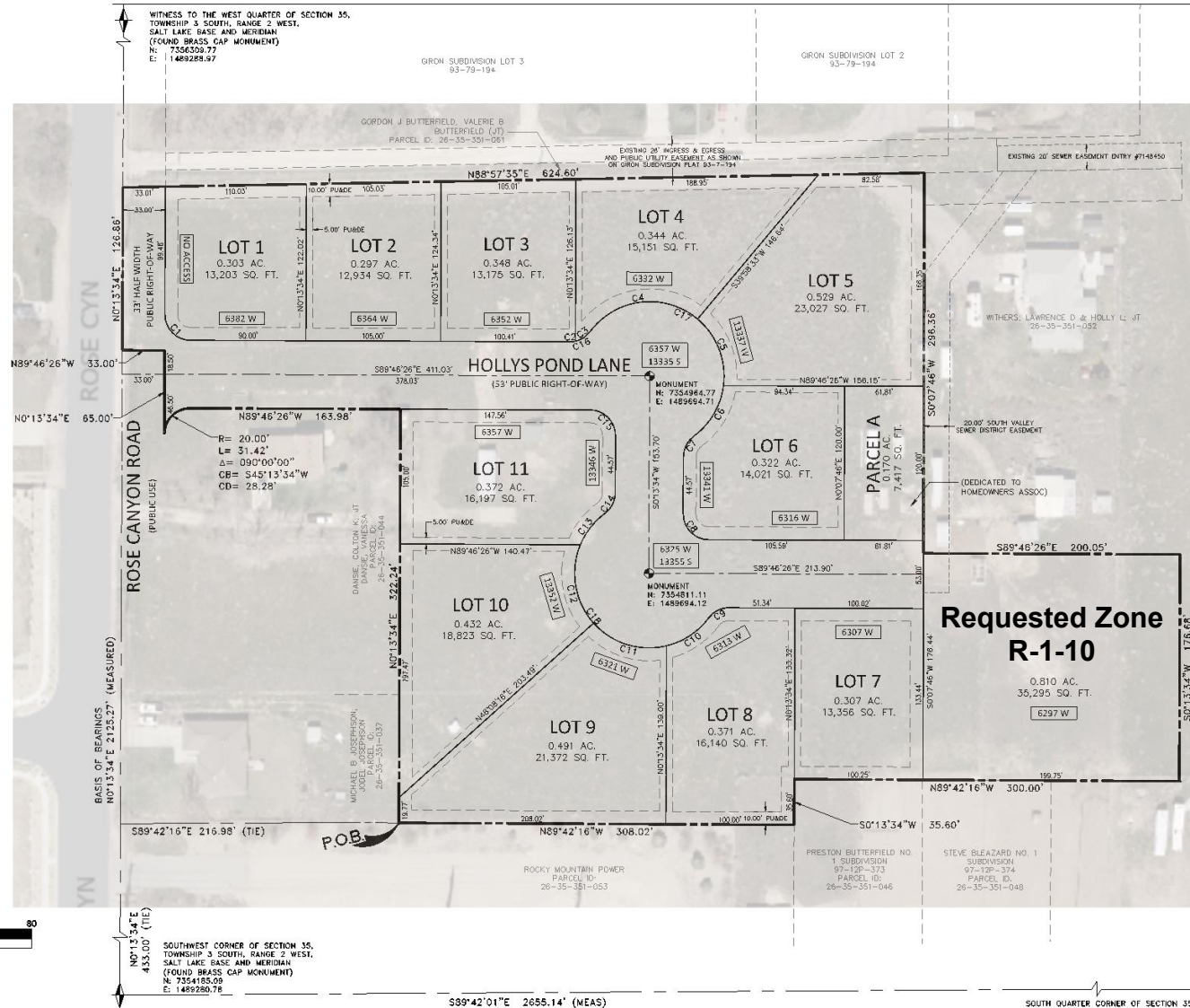
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HERRIMAN, UTAH

DATE	2/2/24
SCALE	1" = 30'
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NOTES



LEGAL DESCRIPTION OF PARCEL:

BEGINNING AT THE NORTHEAST CORNER OF THE PRESTON BUTTERFIELD NO. 1 SUBDIVISION, RECORDED IN BOOK 97, AT PAGE 373 OF THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDERS OFFICE, SAID POINT BEING NORTH 0°13'34" EAST, 433.00 FEET AND SOUTH 89°42'16" EAST 525.00 FEET AND NORTH 00°13'34" EAST 35.60 FEET AND SOUTH 89°42'16" EAST 176.68 FEET, TO THE NORTHEAST CORNER OF THE BRIAN DEHAAN NO. 1 SUBDIVISION, RECORDED IN BOOK 97, AT PAGE 375 OF THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDERS OFFICE, THENCE NORTH 89°42'16" WEST, 199.75 FEET TO THE POINT OF BEGINNING.

CONTAINS 0.81 ACRES, MORE OR LESS

NO.	REVISION	DATE

PROJECT INFORMATION		
ROSE ROAD COVE		
REZONE		
HERRIMAN, UTAH		
DRAWN KCW	DESIGNED GDW	PROJECT # 23349
DATE 2/2/24		SCALE 1" = 30'
SHEET C201		ENGINEER'S STAMP

WITHERS TO SUBDIVISION PARCEL:

BEGINNING AT THE NORTHEAST CORNER OF THE PRESTON BUTTERFIELD NO.1 SUBDIVISION, RECORDED IN BOOK 97, AT PAGE 373 OF THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDERS OFFICE, SAID POINT BEING NORTH 0°13'34" EAST, ALONG THE SECTION LINE, 433.00 FEET AND SOUTH 89°42'16" EAST 525.00 FEET AND NORTH 00°13'34" EAST 35.60 FEET AND SOUTH 89°42'16" EAST 100.25 FEET FROM THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING

THENCE NORTH 00°07'46" EAST, 176.44 FEET,

THENCE SOUTH 89°46'26" EAST, 200.05 FEET;

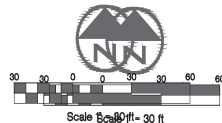
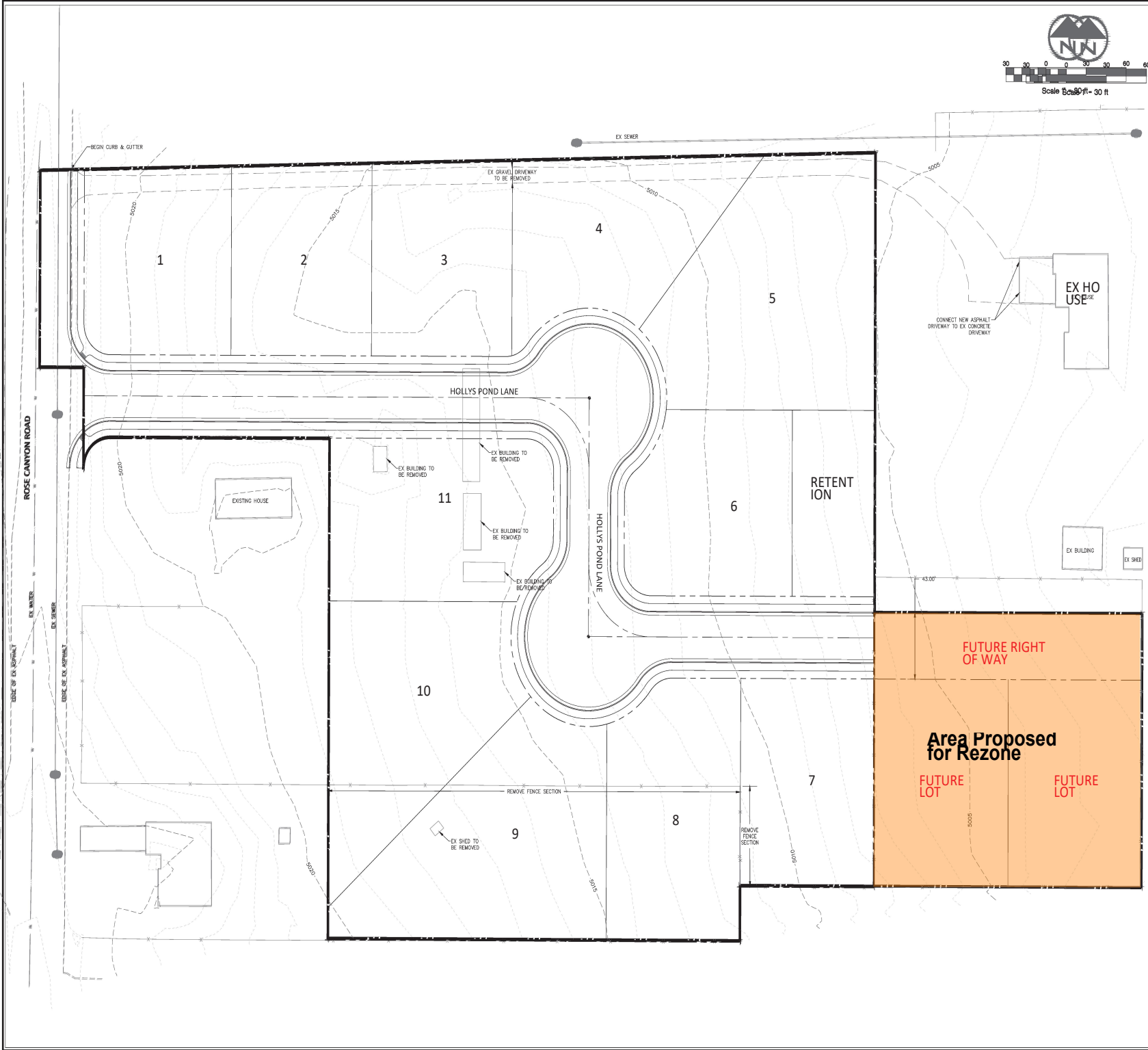
THENCE SOUTH 00°13'34" WEST, 176.68 FEET,

TO THE NORTHEAST CORNER OF THE BRIAN DEHAAN NO. 1 SUBDIVISION, RECORDED IN BOOK 97, AT PAGE 375 OF THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDERS OFFICE,

THENCE NORTH 89°42'16" WEST, 199.75 FEET TO THE POINT OF BEGINNING.

CONTAINS 0.81 ACRES, MORE OR LESS





**WILDING**  
ENGINEERING

1475 South Highway 20  
Suite 200, Layton, UT 84040  
www.wildingengineering.com

DRAWING NOTES:  
QTES:

NO.	REVISION	DATE

PROJECT INFORMATION  
**HOLLYS POND  
FINAL PLAT  
FUTURE PHASE  
NG PLAN**

**HERRIMAN CITY**

DRAWN BY: **KC, LUTHE** PROJECT # **233**

DATE: **5/20/2024**

SCALE: **1" = 30'**

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ENGINEER'S SIGNATURE

Q:\DATA\23349 - Phase 1\Herriman\Drawn\Herriman\23349 Future Phasing.dwg  
PLOT DATE: May 20, 2024

# NOTICE OF COMMUNITY MEETING

June 21, 2024

Re: Proposed Rezone (City File # Z2024-067)

My name is Alan Prince and on behalf of Monterey Properties, LLC, have requested a rezone of properties located generally at 13333 S Rose Canyon Road from A-1-43 Agricultural Zone to the R-1-10 Residential Zone. The subject properties encompass approximately  $\pm 0.81$  acres. Included in this notice, you will find a conceptual plan of the subject properties for the development of a two (2) lot residential subdivision – Phase two of Holly's Pond Subdivision. Note - the conceptual subdivision plan is only provided for reference and is not part of this request.

A community meeting regarding this proposal will be held on **Monday, July 1, 2024, at 6:00 p.m. at the Herriman City Hall (5355 W Herriman Main St)**. During this meeting I, the applicant, will present a brief overview of the proposed project. Afterward, questions and comments will be addressed.

If you are unable to attend, but would like to submit a question, please send an email to [communityoutreach@herriman.org](mailto:communityoutreach@herriman.org) within 48 hours of the meeting.

Should you desire further information, you may contact:

Alan Prince (Applicant) (801) 556-6000 or [alan@prncedevlopment.com](mailto:alan@prncedevlopment.com)  
(information regarding the project)

Michael Maloy (Community Outreach Coordinator) (801) 446-5323  
(information regarding the community meeting)

Sheldon Howa (Planner II) (801) 446-5323  
(information regarding the application process or city code requirements)

**Neighbors are encouraged to attend.**



LEGAL DESCRIPTION OF PARCEL:  
BEGINNING AT THE NORTHEAST CORNER OF THE PRESTON BUTTERFIELD NO. 1 SUBDIVISION, RECORDED IN BOOK 97, AT PAGE 373 OF THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDERS OFFICE, SAID POINT BEING NORTH 0°13'34" EAST, ALONG THE SECTION LINE, 433.00 FEET AND SOUTH 89°42'16" EAST 525.50 FEET AND NORTH 00°13'34" EAST 35.65 FEET AND SOUTH 89°42'16" EAST 100.25 FEET FROM THE SOUTH-WEST CORNER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 00°57'48" EAST, 176.44 FEET; THENCE SOUTH 89°46'26" EAST, 200.05 FEET; THENCE SOUTH 00°13'34" WEST, 176.58 FEET; TO THE NORTHEAST CORNER OF THE BRIAN DEHAAN NO. 1 SUBDIVISION, RECORDED IN BOOK 97, AT PAGE 375 OF THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDERS OFFICE, THENCE NORTH 89°42'16" WEST, 199.75 FEET TO THE POINT OF BEGINNING.

CONTAINS 0.81 ACRES, MORE OR LESS

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# ROSE ROAD COVE

REZONE

HERRIMAN, UTAH

KCW GDW 73349

DATE 2/2/24

SCALE 1" = 30'

C201



# HOLLYS POND SUBDIVISION

REZONE

HERRIMAN, UTAH

KCW GDW 73349

DATE 2/2/24

SCALE 1" = 30'

C206

REVISIONS

NO. REVISION DATE

1. PREPARED FOR: HERRIMAN CITY, UTAH

2. PREPARED BY: WILDING ENGINEERING

3. CHECKED BY: WILDING ENGINEERING

4. APPROVED BY: WILDING ENGINEERING

5. DATE: 2/2/24

6. SCALE: 1" = 30'

7. SHEET NO.: C206

8. TOTAL SHEETS: 1

9. PROJECT NO.: 73349

10. CLIENT: HERRIMAN CITY, UTAH

11. LOCATION: HOLLYS POND SUBDIVISION

12. PURPOSE: REZONE

13. DRAWN BY: WILDING ENGINEERING

14. CHECKED BY: WILDING ENGINEERING

15. APPROVED BY: WILDING ENGINEERING

16. DATE: 2/2/24

17. SCALE: 1" = 30'

18. SHEET NO.: C206

19. TOTAL SHEETS: 1

20. PROJECT NO.: 73349

21. CLIENT: HERRIMAN CITY, UTAH

22. LOCATION: HOLLYS POND SUBDIVISION

23. PURPOSE: REZONE

24. DRAWN BY: WILDING ENGINEERING

25. CHECKED BY: WILDING ENGINEERING

26. APPROVED BY: WILDING ENGINEERING

27. DATE: 2/2/24

28. SCALE: 1" = 30'

29. SHEET NO.: C206

30. TOTAL SHEETS: 1

31. PROJECT NO.: 73349

32. CLIENT: HERRIMAN CITY, UTAH

33. LOCATION: HOLLYS POND SUBDIVISION

34. PURPOSE: REZONE

35. DRAWN BY: WILDING ENGINEERING

36. CHECKED BY: WILDING ENGINEERING

37. APPROVED BY: WILDING ENGINEERING

38. DATE: 2/2/24

39. SCALE: 1" = 30'

40. SHEET NO.: C206

41. TOTAL SHEETS: 1

42. PROJECT NO.: 73349

43. CLIENT: HERRIMAN CITY, UTAH

44. LOCATION: HOLLYS POND SUBDIVISION

45. PURPOSE: REZONE

46. DRAWN BY: WILDING ENGINEERING

47. CHECKED BY: WILDING ENGINEERING

48. APPROVED BY: WILDING ENGINEERING

49. DATE: 2/2/24

50. SCALE: 1" = 30'

51. SHEET NO.: C206

52. TOTAL SHEETS: 1

53. PROJECT NO.: 73349

54. CLIENT: HERRIMAN CITY, UTAH

55. LOCATION: HOLLYS POND SUBDIVISION

56. PURPOSE: REZONE

57. DRAWN BY: WILDING ENGINEERING

58. CHECKED BY: WILDING ENGINEERING

59. APPROVED BY: WILDING ENGINEERING

60. DATE: 2/2/24

61. SCALE: 1" = 30'

62. SHEET NO.: C206

63. TOTAL SHEETS: 1

64. PROJECT NO.: 73349

65. CLIENT: HERRIMAN CITY, UTAH

66. LOCATION: HOLLYS POND SUBDIVISION

67. PURPOSE: REZONE

68. DRAWN BY: WILDING ENGINEERING

69. CHECKED BY: WILDING ENGINEERING

70. APPROVED BY: WILDING ENGINEERING

71. DATE: 2/2/24

72. SCALE: 1" = 30'

73. SHEET NO.: C206

74. TOTAL SHEETS: 1

75. PROJECT NO.: 73349

76. CLIENT: HERRIMAN CITY, UTAH

77. LOCATION: HOLLYS POND SUBDIVISION

78. PURPOSE: REZONE

79. DRAWN BY: WILDING ENGINEERING

80. CHECKED BY: WILDING ENGINEERING

81. APPROVED BY: WILDING ENGINEERING

82. DATE: 2/2/24

83. SCALE: 1" = 30'

84. SHEET NO.: C206

85. TOTAL SHEETS: 1

86. PROJECT NO.: 73349

87. CLIENT: HERRIMAN CITY, UTAH

88. LOCATION: HOLLYS POND SUBDIVISION

89. PURPOSE: REZONE

90. DRAWN BY: WILDING ENGINEERING

91. CHECKED BY: WILDING ENGINEERING

92. APPROVED BY: WILDING ENGINEERING

93. DATE: 2/2/24

94. SCALE: 1" = 30'

95. SHEET NO.: C206

96. TOTAL SHEETS: 1

97. PROJECT NO.: 73349

98. CLIENT: HERRIMAN CITY, UTAH

99. LOCATION: HOLLYS POND SUBDIVISION

100. PURPOSE: REZONE

101. DRAWN BY: WILDING ENGINEERING

102. CHECKED BY: WILDING ENGINEERING

103. APPROVED BY: WILDING ENGINEERING

104. DATE: 2/2/24

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195. TOTAL SHEETS: 1

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197. CLIENT: HERRIMAN CITY, UTAH

198. LOCATION: HOLLYS POND SUBDIVISION

199. PURPOSE: REZONE

# Community Outreach Neighborhood Meeting

*Alan Prince - Withers Rezone*

**SIGN IN SHEET**

TIME: 6:00 p.m.

Monday, July 1, 2024

Name:

1 Alan Prince

2

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No residents attended meeting. Staff did not receive  
any phone calls or email from residents pertaining to  
this request.

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## Planning Commission Meeting

### Place:

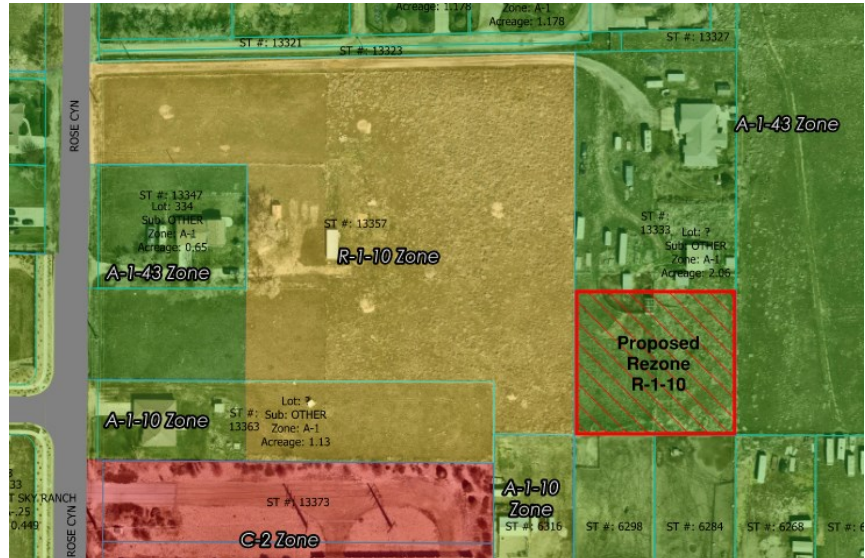
Herriman City Hall  
Council Chambers  
5355 W Herriman Main St.

Date: July 17, 2024  
Time: 7pm

Please Contact Herriman City Planning  
With Questions/ Concerns at:  
[planning@herriman.org](mailto:planning@herriman.org)  
OR  
801-446-5323  
Comments Due by 03/17/2024  
File # Z2024-067

# PUBLIC NOTICE

You are encouraged to attend a public hearing regarding a request that has been made by Monterey Properties, LLC, for consideration to amend the Herriman City Official Zoning Map to rezone property from the A-1-43 Agricultural Zone to the R-1-10 Residential Zone for property located at 13333 S Rose Canyon Road.



Scan the QR Code or go to [www.herriman.org/Public-Notices](http://www.herriman.org/Public-Notices) for more information  
Staff Reports available at <https://www.herriman.org/pc-agendas-minutes> on 03/12/2024



## Planning Commission Meeting

### Place:

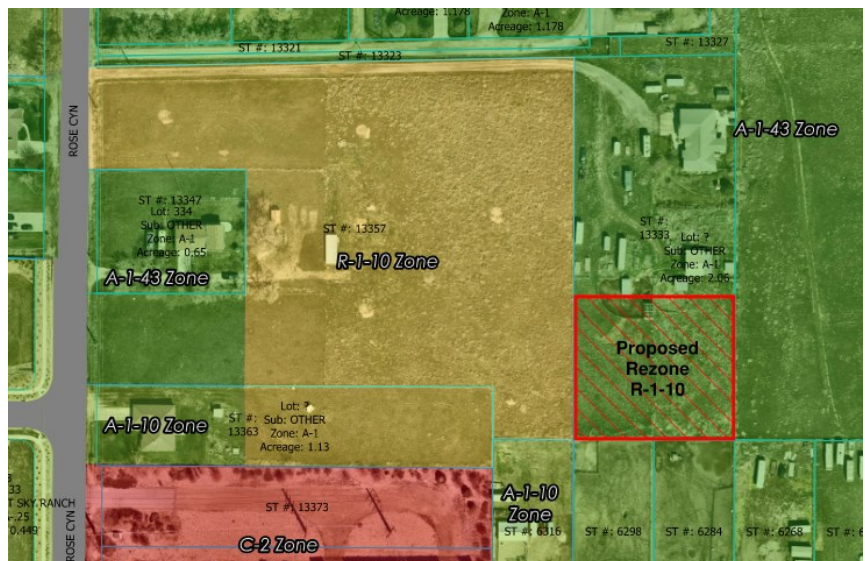
Herriman City Hall  
Council Chambers  
5355 W Herriman Main St.

Date: July 17, 2024  
Time: 7pm

Please Contact Herriman City Planning  
With Questions/ Concerns at:  
[planning@herriman.org](mailto:planning@herriman.org)  
OR  
801-446-5323  
Comments Due by 03/17/2024  
File # Z2024-067

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Staff Reports available at <https://www.herriman.org/pc-agendas-minutes> on 03/12/2024

**HERRIMAN, UTAH**  
**ORDINANCE NO. 2024-**

**AMENDING THE HERRIMAN CITY OFFICIAL ZONING MAP FOR ±0.81 ACRES OF  
PROPERTY LOCATED AT 13333 S ROSE CANYON ROAD FROM A-1-43  
AGRICULTURAL SINGLE-FAMILY TO R-1-10 RESIDENTIAL SINGLE-FAMILY**

**WHEREAS**, the Herriman City Council (“Council”) met in regular session on August 14, 2024, to consider, among other things, an ordinance to amend the Herriman City Official Zoning Map (“Zoning Map”); and

**WHEREAS**, Utah Code Ann. § 10-9a-503 provides in part that the Council may make amendments to the adopted Zoning Map; and

**WHEREAS**, Utah Code Ann. § 10-9a-503 also provides that the Council may not make any amendment to its Zoning Map unless it is first submitted to the Planning Commission (“Commission”) for its recommendation; and

**WHEREAS**, Utah Code Ann. § 10-9a-503 provides that the Commission shall provide notice as required by Subsection 10-9a-205(1)(a) and hold a public hearing on a proposed Zoning Map amendment; and

**WHEREAS**, on July 1, 2024, the required public hearing notice was mailed to all affected property owners and entities; and

**WHEREAS**, on July 1, 2024, the required public hearing notice was posted in three public places within the City; and

**WHEREAS**, on July 14, 2024, at 7:00 PM, in the Council Chambers, the Commission held a required public hearing with respect to the proposed Zoning Map amendment; and

**WHEREAS**, on July 14, 2024, the Commission voted 4-0 to recommend approval of the proposed Zoning Map amendment; and

**WHEREAS**, on August 14 10, 2024, the Council considered the proposed Zoning Map amendment during a public meeting; and

**WHEREAS**, the Council finds that it is in the best interest of the residents of Herriman to adopt the proposed Zoning Map amendment.

**NOW, THEREFORE**, be it ordained by the Council that the proposed Zoning Map amendment for ±0.81 acres of property located at 13333 S Rose Canyon Road from A-1-43 Agricultural Single Family to R-1-10 Residential Single Family is hereby adopted for property as described in Exhibit “A.”



This Ordinance, assigned Ordinance No. 2024-\_\_\_\_\_, shall take immediate effect as soon as it shall be published or posted as required by law and deposited and recorded in the office of the City’s recorder.

**PASSED AND APPROVED** this 14<sup>th</sup> day of August, 2024.

**HERRIMAN**

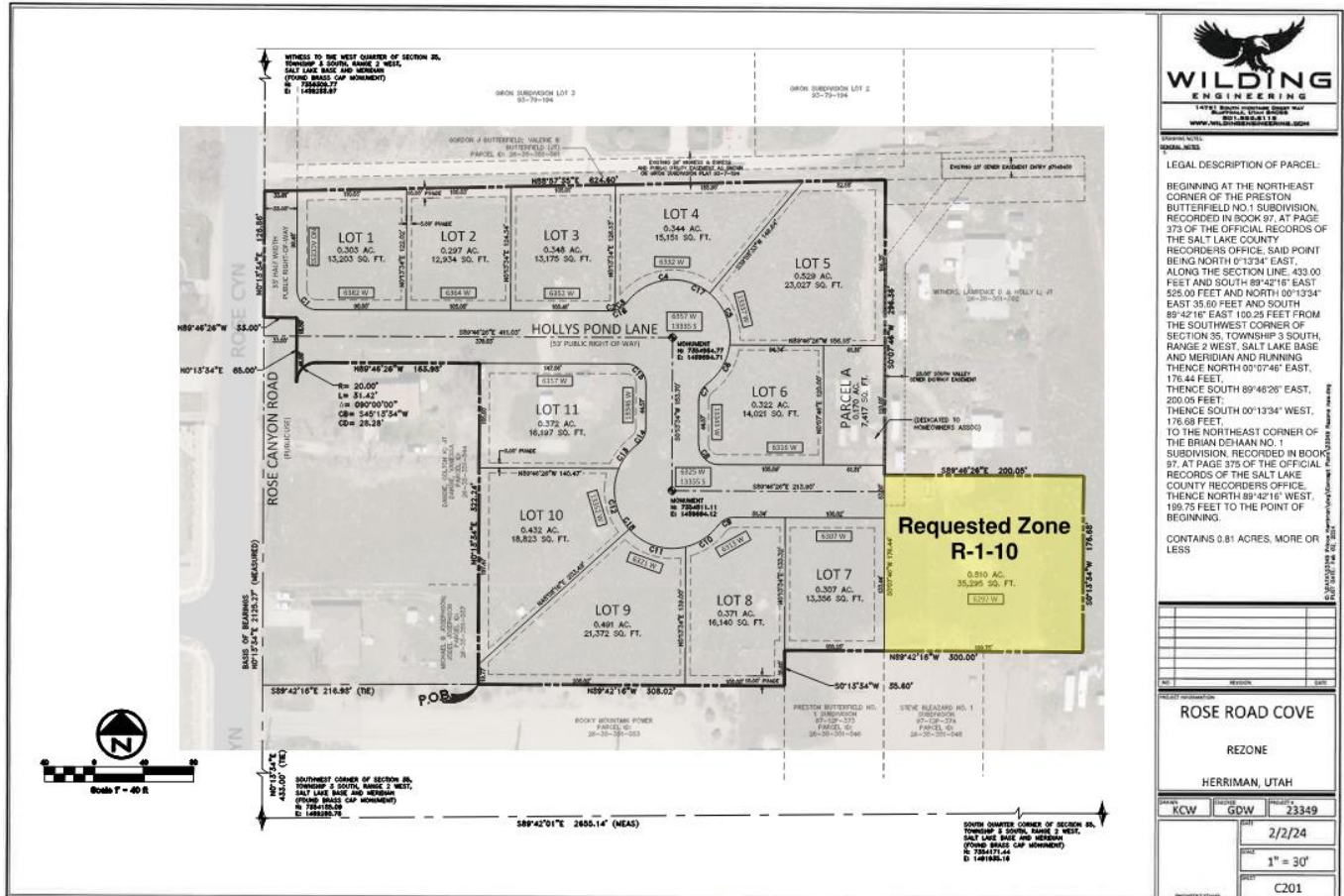
**ATTEST:**

\_\_\_\_\_  
**Mayor Lorin Palmer**

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

Enclosures: Exhibit “A”

## Exhibit "A"



### R-1-10 RESIDENTIAL SINGLE FAMILY ZONE BOUNDARY DESCRIPTION

BEGINNING AT THE NORTHEAST CORNER OF THE PRESTON BUTTERFIELD NO.1 SUBDIVISION, RECORDED IN BOOK 97, AT PAGE 373 OF THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDERS OFFICE, SAID POINT BEING NORTH 0°13'34" EAST, ALONG THE SECTION LINE, 433.00 FEET AND SOUTH 89°42'16" EAST 525.00 FEET AND NORTH 00°13'34" EAST 35.60 FEET AND SOUTH 89°42'16" EAST 100.25 FEET FROM THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 00°07'46" EAST, 176.44 FEET, THENCE SOUTH 89°46'26" EAST, 200.05 FEET; THENCE SOUTH 00°13'34" WEST, 176.68 FEET, TO THE NORTHEAST CORNER OF THE BRIAN DEHAAN NO. 1 SUBDIVISION, RECORDED IN BOOK 97, AT PAGE 375 OF THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDERS OFFICE, THENCE NORTH 89°42'16" WEST, 199.75 FEET TO THE POINT OF BEGINNING.

CONTAINS 0.81 ACRES, MORE OR LESS



## STAFF REPORT

**DATE:** August 28, 2024

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

**FROM:** Clinton Spencer, AICP, Planning Manager

**SUBJECT:** Discussion and Consideration of a request to Amend the Mountainview Plaza Development Agreement (MDA) for 6.00 acres at 12252 S Herriman Main Street in the C-2 Commercial Zone (File No. M2024-037)

---

### **RECOMMENDATION:**

The Planning Commission recommends the Commission consider the following findings:

- ✓ The proposed Mountainview Plaza MDA Amendment is consistent with the City's General Plan and Zoning ordinances.

The Planning Commission provided a positive recommendation for approval (4-0) to the City Council for the proposed Mountainview Plaza MDA with the following considerations and additional details within the body of this report:

1. Comply with all remaining City department requirements for final site plan approval.
2. Include "Animal Care Services" as a permissible land use in the development only in areas not immediately adjacent to any plaza.
3. Require all tenants adjacent to the corner plaza to operate a restaurant, bar, or entertainment-related land use.
4. Acquire public utility easement waivers for the installation of proposed monument signs.
5. Set monument signs back a minimum of eighteen (18) inches from the property line.
6. Signage on the "stage feature" shall match the text used on the monument signs.
7. The applicant shall work with City staff to design/install bollards, boulders, or other safety features around the plaza at the intersection of Herriman Main Street and Miller Crossing to provide a barrier between vehicle traffic and the pedestrian space.

Staff supports Planning Commission recommendations and recommend approval.

**ISSUE BEFORE COUNCIL:**

Should the City adopt the amended Mountainview Plaza MDA amendment as requested?

**BACKGROUND & SUMMARY:**

The applicant proposes to amend the MDA approved in April 2023. The amendments to the plan include:

1. Changes to the northwest plaza
2. Expansion of permitted uses
3. Inclusion of a master sign plan.

The applicant provided an updated plan for the plaza area, a letter outlining the requested land-use changes, and the master sign plan. The changes to the plaza area include removing the previously proposed water feature, reconfiguring the plaza area, changing amenities, and changing the paving material. Changes to the permitted uses include allowing the following:

- Bar / Restaurant
- Animal Services
- Exercise / Gym
- Sauna / Spa
- Office / Medical

With the proposed use additions, the applicant intends to maintain the thirty-five (35%) percent general restaurant, bar restaurant, indoor recreation, and entertainment. This would exclude fast food restaurants from that percentage.

The proposed Master Sign plan includes a design for three (3) monument signs within the development. These proposed monument signs are 6' x 10'-6" and include a masonry base, placemaking signage, and an internally lit cabinet for on-site businesses.

A Master Development Agreement is a legislative decision. The Planning Commission held a public hearing on July 17, 2024 and recommended approval with Staff's recommendations and the Commission's additional conditions.

Also, as required, public notification was provided for this project. The notification was provided online and at other public sites in the City on July 3, 2024. Staff also mailed fifty-six (56) notices to adjacent property owners and residents.

**DISCUSSION:**

### **Engineering Compliance:**

**Staff Finding** – Engineering has reviewed the MDA proposal and has no concerns with the request.

### **General Plan Compliance:**

**Staff Finding:** The land use designation for this property in the 2025 General Plan is shown as commercial, which complies with the proposal.

### **Zoning Ordinance Compliance:**

### **Proposed Use Recommendations:**

**Staff Finding:** The current MDA includes the following uses:

- Recreation & Entertainment, Indoor
- Office, Professional
- Retail, General
- Restaurant, Fast food
- Restaurant, General

There is also a statement that thirty-five (35%) percent of the floor area of the buildings will be Indoor Recreation, Entertainment, or General Restaurant uses. For reference, staff has listed the following “defined” land uses in City Code adjacent to the applicant’s requested land uses:

- **City Land Use** | Requested Land Use
- **Alcoholic beverage: Bar Establishment** | Bar or Restaurant
- **Animal Care Services** | Animal Services
- **Recreation & Entertainment, Indoor** | Exercise or Gym (already permitted)
- **Personal Care Service** | Sauna or Spa
- **Medical Service** | Office or Medical

As noted above, the request to include the “Exercise/Gym” land use is already permitted in the C-2 Commercial Zone.

As the project was originally proposed, this site was primarily meant to feature entertainment, recreation, restaurants, and office uses to create a site with vitality. Most of the above-requested uses fall into that category. Regarding the addition of a bar, the Utah Department of Alcoholic Beverage Services (DABS) states that a bar must sell food with alcohol sales, but there is no required percentage. An alternative would be a full-service restaurant, which requires food with each alcohol sale and a minimum requirement of seventy (70) percent sale of food compared to total sales (meaning alcohol sales can not exceed 30 % of total sales).



*Based on the stated objectives of the City Council for the MDA, staff finds the requested land uses are appropriate for the site, but suggests a condition for Animal Services. Animal Services is a permitted use in the C-2 Zone with the restriction that it must be located within a completely enclosed building and that there are no overnight boarding services. While this use provides a valid and desirable service within the community, it may not create vitality or synergy in the development, especially in the corner plaza. Therefore, it is recommended by the Commission that any Animal Services uses should be located at a location not immediately adjacent to any plaza within the development. In addition to the applicant's proposal to expand the allowable land uses within the project, staff recommends an additional requirement to allow only bars, restaurants, retail services, and entertainment land uses adjacent to any plaza space to facilitate opportunities for socializing and informal public gatherings.*

### **Design Guideline Recommendations**

**Staff Finding:** *The applicant is proposing to add a master sign plan to their design guidelines. The proposed plan calls out three (3) monument sign locations: two (2) along Miller Crossing and one (1) along Herriman Main Street. All three (3) signs will be a maximum of six (6) feet tall and ten and a half (10'-6") feet long. The signage portion contains approximately thirty-two (32) square feet on each side of the sign. The proposal meets the criteria for approval in City Code Chart 10-27.*

*As per Planning Commission policy, monument signs with eighteen (18) inches of masonry on the base, and a masonry column up one side of the sign do not need conditional use approval. The applicant is proposing an eighteen (18) inch masonry base but no column. However, the design provides other decorative elements, including a pergola accent feature, uniform Mountain View Plaza lettering, and dark bronze cabinet design.*

*Incorporating the master sign plan into the design guidelines will allow staff to administratively approve their signs without a conditional use permit, which is typically required for monument signs that do not comply with the masonry features described above. Staff recommends that the signs also be set back eighteen (18) inches from the back of the sidewalk. Whereas the proposed signs are located within the ten (10) foot public utility easement (PUE), the applicant must also obtain a PUE waiver for each sign. Otherwise, the signs will need to be located outside the PUE.*

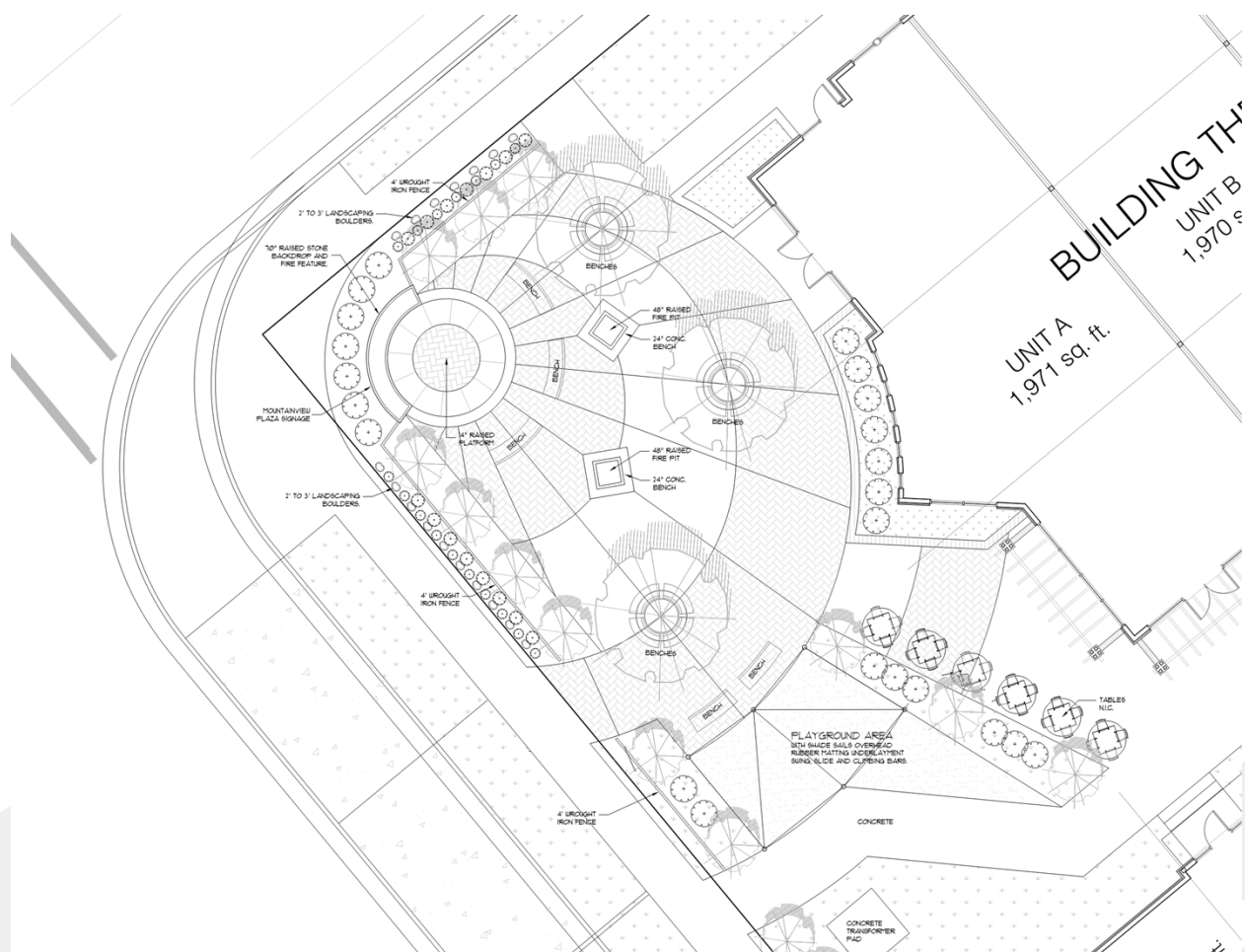
*The applicant is also proposing signage on a "stage" feature within the corner plaza. The sign will be dark bronze reverse pan-channel letters (mounted on metal "stand-off" pins) that are internally illuminated and back-lit with halo lighting. Staff recommends that the text for this sign match the text on the monument signs to help with uniform signage.*

*The most significant change from the original proposal is regarding the design of the corner plaza. Previous plans showed a water feature (a type of splash pad), which is being replaced with an elevated "center stage" feature. In response to staff's inquiry regarding the proposed changes to the plaza, the applicant stated the following:*



*“The Concept of this Plaza design is that there is now a focal point, a hub from which all the activity radiates outward yet clearly connected to the hub. We are introducing an entertainment opportunity for the plaza to host musical or other types of small group [background] entertainment; Musicians, mimes, comedians, and artists of other fields to present their art to an audience, albeit passive, adding to the fiber of the village.”*

*Also, the permanent game areas have been replaced with a children’s playground which has shade sails and rubber matting underlayment. The plaza’s redesign still includes fire features, tree planters, and seating. Paving in the plaza will include alternating areas of concrete and brick pavers. A decorative four (4) foot wrought iron fence is also proposed along the plaza’s perimeter with openings for sidewalk access into the plaza.*



*Upon recommendation by the Planning Commission the applicant has altered the plaza design (shown above) slightly moving the stage feature to the corner, and adding boulders to provide the safety feature the Commission recommended.*

*The Commission recommends approval of all the proposed amendments with the recommended changes. Upon action by the Council, staff will continue working with the applicant on implementing the site development plan.*

### **ALTERNATIVES:**

Action from the City Council may include the following:

<b>Alternatives</b>	<b>Recommendation</b>	<b>Pros</b>	<b>Cons</b>
<b>Approve</b> the Mountainview MDA Amendment as proposed by the Planning Commission.	<b>Yes</b>	Facilitates the development of commercial services and jobs within the City	As proposed, there are outstanding issues that warrant clarification and should be addressed
<b>Approve</b> with additional recommendations (i.e., zoning conditions, additional conditions) to the requested MDA.		Facilitates the development of commercial services and jobs within the City in a more desirable pattern that facilitates opportunities for public gathering	Developer may not agree with the recommended development modifications
<b>Continue</b> the proposal to a future meeting (with or without a date) with direction(s) for the applicant or staff		Continuing the proposal will allow additional time to consider the impacts and options of the amendment	Continuing the proposal will require the expenditure of additional resources and prevent staff from working on other objectives of the city
<b>Deny</b> the requested MDA • Specify reasons for a negative recommendation.		A negative recommendation allows the applicant to continue negotiations with the City Council to facilitate desirable commercial development within the city	Denial would result in commercial development without a consistent theme/appearance and potential pedestrian-friendly development

### **FISCAL IMPACT:**

**Staff Finding:** *The development of the site will increase property values and taxes, as well as generating sales tax from the proposed development.*

### **ATTACHMENTS:**

A. Application

- B. Vicinity Map
- C. Existing MDA
- D. Proposed MDA Amendments (Redline)
- E. Proposed Plaza Design (*Updated Since Planning Commission*)
- F. Master Sign Plan
- G. Public Notice



## Master Development Agreement Application

PROPERTY INFORMATION			
Request: Mountainview Plaza, LLC is requesting an amendment to our MDA Agreement			
Details of that amendment request are attached in letter format (with exhibit to this document).			
Property Address: Located at corner of Herriman Main Street and Miller Crossing Drive			
Parcel Numbers: 26254020020000 and 26254020010000			
Acres: 6 Acres			
APPLICANT INFORMATION			
Name of Applicant: Mountainview Plaza, LLC (Aaron Osmond - Manager/Owner)			
Address of Applicant: [REDACTED]			
Email of Applicant: [REDACTED]		Phone: [REDACTED]	
Applicants Affiliation with the Subject Property:			
<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Engineer <input type="checkbox"/> Architect <input type="checkbox"/> Other			
Attorney: Gabe Clark			
Email of Attorney: [REDACTED]		Phone of Attorney: [REDACTED]	
Engineer: (if not listed above)			
Email of Engineer: Josh Jensen (Silverpeak Engineering)		Phone of Engineer: [REDACTED]	
Property Owner: (if not listed above) [REDACTED]			
Email of Owner: [REDACTED]		Phone of Owner: [REDACTED]	
OFFICE USE ONLY			
Date Received:	Received By:	File Number:	Fee:
	Assigned Staff:		Receipt #

***June 12, 2024***

Attention: Blake Thomas  
Community Development Director  
Herriman City  
5355 West Herriman Main Street,  
Herriman, UT 84096

Dear Mr. Thomas,

**Subject:** Request for Updates to Market Development Agreement (MDA) - Mountainview Plaza

I hope this letter finds you well. I am writing to formally request that we begin the process of amending our signed Market Development Agreement (MDA), between Herriman City and Mountainview Plaza, LLC, dated April 17, 2023.

Specifically, we seek approval for the following amendments to our MDA:

1. **Modifications to the Design, Layout, and Outdoor Components of the Northwest Plaza Park Area:** We propose several changes and enhancements to the proposed design, layout, and outdoor components of the northwest plaza park area within the Mountainview Plaza development. These modifications are intended to improve the aesthetic appeal, functionality, and overall user experience of the plaza, while balancing the cost and investment required.
2. **Addition of Approved Tenant Uses:** We request the addition of the following tenant uses for the Mountainview Plaza development:
  - Bar / Restaurant
  - Animal Services
  - Exercise/Gym
  - Sauna/Spa
  - Office/Medical

These additions are aligned with our vision to provide diverse and comprehensive services to the community, enhancing the value and attractiveness of Mountainview Plaza. While these services are part of our tenant plan, we are committed to ensuring that at least 35% of our MVP project provides restaurant/entertainment use, as committed under our MDA.

For your reference, we have attached the updated design concept for the Mountainview Plaza development, which illustrates the proposed modifications and tenant uses. We are ready to begin the process of working with staff to iterate on these concepts as needed before the meeting with the Planning Commission and City Council.

We respectfully request to be added to the Planning Commission meeting agenda scheduled for Wednesday, July 3, 2024, to discuss these proposed updates in detail.

We appreciate your attention to this matter and look forward to your favorable response. Should you require any further information or clarification, please do not hesitate to contact me directly.

Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Aaron Osmond', with a stylized flourish at the end.

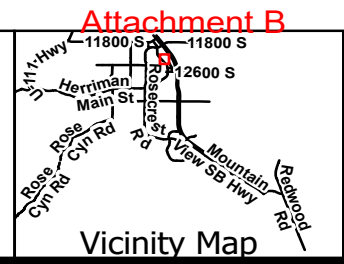
Aaron Osmond  
Manager/Owner  
Mountainview Plaza, LLC  
290 N Flint St, Kaysville, UT 84037  
Email: avosmond@gmail.com  
Phone: 801-897-8127

Enclosure: Updated Design Concept for Mountainview Plaza Development

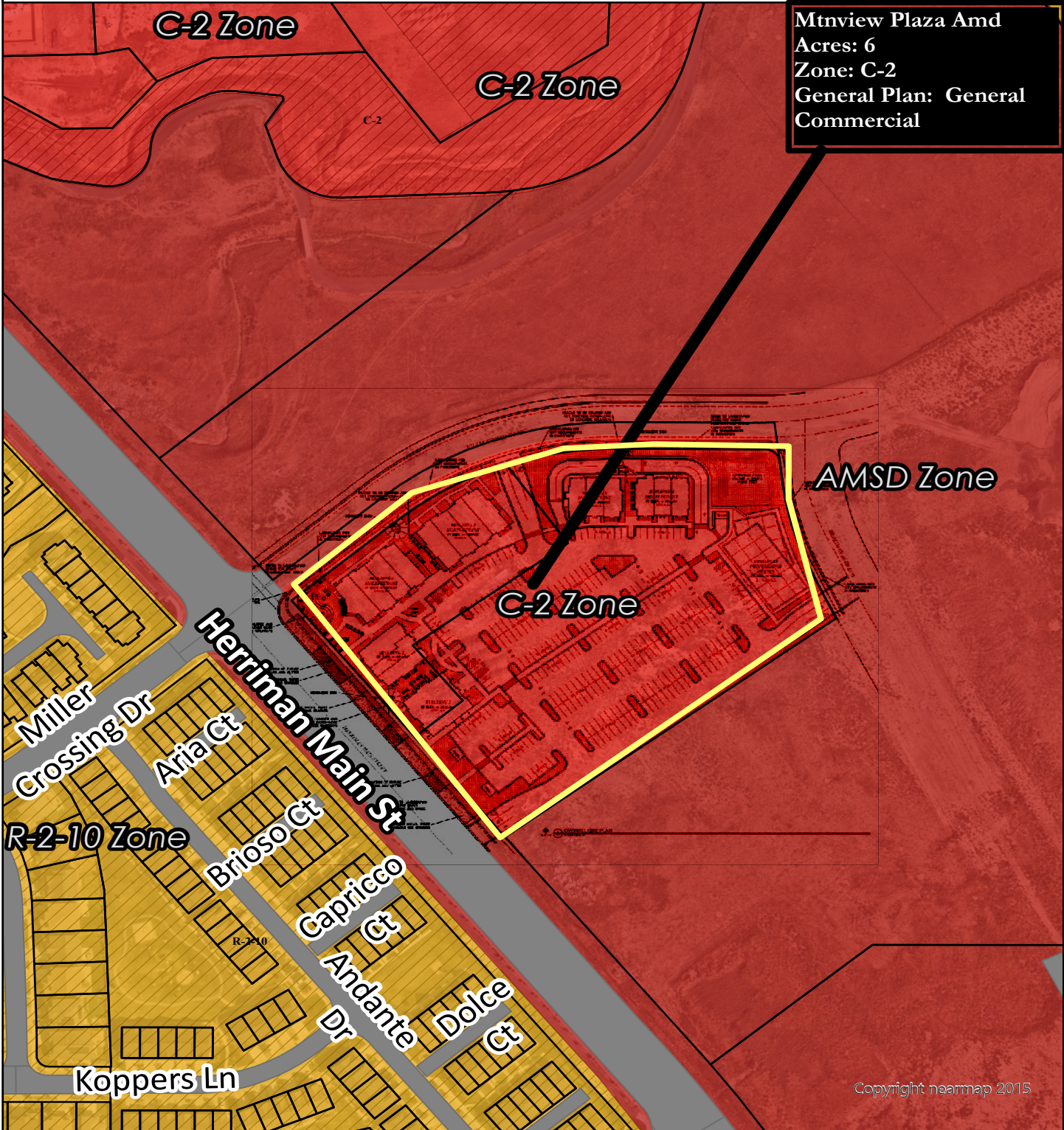


# Mountainview Plaza MDA Amd

## 12252 S Herriman Main St

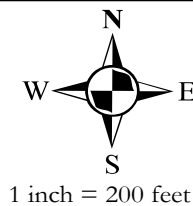


Mtnview Plaza Amd  
Acres: 6  
Zone: C-2  
General Plan: General Commercial



Copyright nearmap 2015

### Herriman Planning & Zoning





[This document corrects and supersedes the document recorded with Salt Lake County Recorder Entry No. 14108347]

## AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR MOUNTAINVIEW PLAZA

This Amended and Restated Development Agreement ("Agreement") is between Herriman City, a Utah municipal corporation ("City"), and Mountainview Plaza, LLC, a Utah corporation ("Applicant"). This Agreement is effective on the date the last party executes this Agreement as indicated by the date stated under that party's signature line (the "Effective Date").

### Recitals

A. Applicant has rights to certain real property identified as Salt Lake County Assessor Parcel Number(s): 26-25-402-001-0000 and 26-25-402-002-0000, which is specifically described in attached **Exhibit A** ("Property"). The Property is approximately located at the intersection of Herriman Main Street and Miller Crossing Drive in Herriman, Utah.

B. The Property is subject to the planning and land use ordinances of Herriman City.

C. The parties entered into a prior development agreement dated October 9, 2019 ("Prior Agreement," attached as **Exhibit B**).

D. Due to various factors, Applicant extended its obligations under the Prior Agreement to later dates. *See* 4<sup>th</sup> Repurchase Option, attached as **Exhibit C**.

E. Applicant recently approached the Herriman City Council ("City Council") and requested to change the use of the Property to include additional uses.

F. Applicant seeks to develop and use the Property in accordance with the concept plan shown in **Exhibit D** ("Concept Plan") and the design guidelines shown in **Exhibit E** ("Design Guidelines") (collectively may be referred to as "Project").

G. The parties understand that the and intend of this Agreement is to be treated as a "development agreement" within the meaning of, and entered into pursuant to the terms of Utah Code §10-9a-101, *et seq.*

H. Attached as **Exhibit F** is the City's current applicable ordinances ("Vested City Code").

14133672 B: 11434 P: 5883 Total Pages: 56  
07/27/2023 02:32 PM By: adavis Fees: \$40.00  
Rashele Hobbs Recorder Salt Lake County, Utah  
Return To: HERRIMAN CITY RECORDER  
5355 W HERRIMAN MAIN STREET HERRIMAN, UT 84096

I. The Herriman City Council, acting pursuant to its authority under Utah Code § 10-9a-102(2) *et seq.*, and Herriman City Code (“City Code”), and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has elected to exercise its legislative discretion to enter into this Agreement for the purpose of regulating the development the Property pursuant to the terms contained herein and the underlying rezone regulations.

J. This Agreement shall only be valid upon approval of such by the City Council and pursuant to Resolution No. \_\_\_\_\_, a copy of which is attached as **Exhibit G** and recordation of this Agreement with the Salt Lake County Recorder’s Office within 90 days of the City Council passing said resolution.

The parties agree to revoke the all prior agreements and enter into this Agreement as follows:

### **Amendment**

1. **Incorporation of Recitals; Definitions.** The recitals set forth above are incorporated herein by this reference. Any capitalized term used but not otherwise defined in this Agreement shall have the meaning ascribed to such term in the City Code.

2. **Revocation of Prior Agreements.** All prior agreements entered into by the parties are hereby revoked as of the Effective Date.

3. **Vested Rights and Legislative Authority.**

a. **Vested Rights.** Consistent with the terms and conditions of this Agreement, the City agrees the Applicant has the vested right, as defined by Utah Code § 10-9a-509, to develop and construct the Property during the term of this Agreement in accordance with: (i) the terms of this Agreement, (ii) the Design Guidelines, (iii) the Concept Plan, and (iv) the Vested City Code. In the event of a conflicting terms, the order listed in this section shall be the order of control (i.e. this Agreement controls, then the Design Guidelines, etc.).

b. **Reserved Legislative Powers.** The Applicant acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights of the Applicant under this Agreement and with respect to use under the zoning designations as referenced in this Agreement based upon the policies, facts, and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed legislative changes affecting the vested rights of the Applicant under this Agreement shall be of general application to all development

activity in the City and, unless the City declares an emergency, the Applicant shall be entitled to prior written notice and an opportunity to be heard with respect to any proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

c. Exceptions to Vested Rights. Vested rights, as specified in Section (2)(a), are subject to the following exceptions:

i. *Future City Code*. Future changes to City Code ("Future City Code") that the parties agree in writing to the application thereof to the Project.

ii. *State and Federal Compliance*. Future City Code that are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Project.

iii. *Codes*. Future City Code that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, fire or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual on Uniform Traffic Control Devices, or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by state or federal entities addressing legitimate concerns related to public health, safety, or welfare.

iv. *Taxes*. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons and entities similarly situated.

v. *Fees*. Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law.

vi. *Impact Fees*. Impact Fees or modifications thereto which are lawfully adopted, and imposed by the City and which meet all requirements of the U. S. Constitution, Utah Constitution, law and applicable statutes, including but not limited to Utah Code § 11-36a-101 *et seq.*

vii. *Generally Applicable Laws*. The City regulations, ordinances, resolutions, or policies adopted after the date of this Agreement that are not in conflict with the terms and conditions for development of the Property established by this Agreement, which are generally applicable throughout the City and which do not materially increase the cost of developing the Project. In the event the City Council or Planning Commission changes any laws,

standards, or other regulations that addresses legitimate concerns related to public health, safety, or welfare shall be enforced upon the Project.

viii. *Planning and Zoning Modification.* Changes by the City to its planning principles and design standards such as architectural or design requirements, setbacks or similar items so long as such changes are generally applicable across the entire City and do not materially and unreasonably increase the costs of the Project.

d. **Enforceability; Condition of Approval.** The City and the Applicant acknowledge that the terms of this Agreement shall be enforceable, and the rights of the Applicant relative to the Property shall vest, only if the City Council, in its sole legislative discretion, rezones the Property and both parties sign this Agreement. This Agreement must be executed by both parties and recorded in the official records of the Salt Lake County Records Office within 90 calendar days of the City Council approving this Agreement.

4. **Applicant Obligations.**

a. *Development Standards.* Developer shall develop the Project in accordance with the attached Concept Plan, Design Guidelines, and Vested City Code.

b. *Uses.* The permitted uses allowed in the Project shall be as follows:

Recreation and Entertainment, Indoor

Office, Professional

Retail, General.

Restaurant, Fast food

Restaurant, General

(Thirty-five percent of the total floor area for the Project (approximately 50,000 sq. ft.) shall be dedicated to Indoor Recreation and Entertainment or General Restaurant uses.)

c. *Height.* The maximum building height shall be forty-five feet (45') for buildings dedicated to Office, Professional. The maximum building height for all other buildings shall be thirty-five feet (35').

d. *Landscaping.* Landscaping must comply with the City's landscaping regulations, including any water wise landscaping. All landscaping must be complete

before the City may issue a Certificate of Occupancy for any of the buildings or units unless the Applicant bonds for any outstanding landscaping obligations.

5. **Minor Changes.** The Community Development Director, after conferring with the City Manager and making a written finding, may approve minor modifications to the Applicant Obligations in Section 4 which are necessary or advantageous in facilitating more desirable function and aesthetics of the Property.

6. **Term.** This Agreement shall run with the land and shall continue in full force and effect until all obligations hereunder have been fully performed and all rights hereunder fully exercised; provided, however, that unless the parties mutually agree to extend the term, this Agreement shall not extend further than a period of fifteen (15) years from the Effective Date.

7. **Option to Repurchase.** The Applicant grants the City the exclusive right and privilege (referred to as the "Option") of exercising an option to purchase the Property for One Million Six Hundred Ninety-Eight Thousand Eight Hundred Forty Dollars (\$1,698,840.00) if the Applicant does not complete all of the following tasks by its associated date:

- a. Receive a land disturbance permit no later than July 15, 2023;
- b. Receive an approved building permit for at least one building by August 30, 2023; and
- c. Pass footing and foundation inspections for the building by October 15, 2023.

8. **Default.**

a. Notice. If the Applicant fails to perform their respective obligations under this Agreement, the party believing that a default has occurred shall provide notice to the other party.

b. Contents of Notice of Default. The notice of default shall: (i) specify the claimed event of default; (ii) identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in default; (iii) identify why the default is claimed to be material; and (iv) if the City chooses, in its discretion, it may propose a method and time for curing the default which shall be of no less than thirty (30) calendar days duration.

c. Meet and Confer. If any party gives a notice of default the parties shall meet within twenty-one (21) calendar days of the notice and make good faith effort to resolve the issues specified in the notice.



d. Mediation. If the parties are unable to resolve the notice of default after the Meet and Confer provision of Section (6)(c), the parties shall attempt within fifteen (15) calendar days to appoint a mutually acceptable mediator with knowledge of the issue in dispute. If the parties are unable to agree on a single acceptable mediator, they shall each, within fifteen (15) calendar days, appoint their own representative. These two representatives shall, between them, choose the single mediator. The parties shall split the fees of the chosen mediator, each party paying 50% of the fees. The chosen mediator shall within fifteen (15) calendar days, review the positions of the parties regarding the dispute and promptly attempt to mediate the issue between the parties. If the parties are unable to reach agreement, the mediator shall notify the parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the parties.

e. Emergency Default. The requirements of Sections 6(c)-(d) shall not apply to any default that the City declares in the notice of default to be an emergency related to the fundamental purpose of this Agreement.

9. **General Provisions.**

a. Notices. All notices, filings, consents, approvals, and other communication provided for herein or given in connection herewith shall be validly given, filed, made, delivered or served if in writing and delivered personally or sent by registered or certified U.S. Postal Service mail, return receipt requested, postage prepaid to the following addresses or to such other addresses as either Party may from time to time designate in writing and deliver in like manner. Any such change of address shall be given at least ten days before the date on which the change is to become effective:

If to City:                      Herriman City  
   Attn: City Recorder  
   5355 West Herriman Main Drive  
   Herriman, Utah 84096

If to Applicant:              Mountainview Plaza, LLC\_\_  
   Attn: Aaron Osmond\_\_\_\_  
   11466 Country Knoll Road  
   South Jordan, UT 84095

b. Mailing Effective. Notices given by mail shall be deemed delivered seventy-two hours following deposit with the U.S. Postal Service in the manner set forth above.

c. 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.

d. Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provision this Agreement.

e. Authority. The parties to this Agreement represent that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. Applicant represents and warrants it is fully formed and validly existing under the laws of the State of Utah, and that it is duly qualified to do business in the State of Utah and is in good standing under applicable state laws. Applicant and City warrant to each other that the individuals executing this Agreement on behalf of their respective party are authorized and empowered to bind the party on whose behalf each individual is signing. Applicant represents to the City that by entering into this Agreement, the Applicant has bound all persons and entities having a legal or equitable interest to the terms of this Agreement as of the Effective Date.

f. Entire Agreement. This Agreement, together with the Exhibits attached hereto, documents referenced herein and all regulatory approvals given by City for the Property contain the entire agreement of the Parties with respect to the subject matter hereof and supersede any prior promises, representations, warranties, inducements or understandings between the parties which are not contained in such agreements, regulatory approvals and related conditions.

g. Amendment. This Agreement may be amended in whole or in part with respect to all or any portion of the Property by the mutual written consent of the parties or by their successors-in-interest or assigns. Any such amendment of this Agreement shall be recorded in the official records of the Salt Lake County Recorder's Office.

h. Severability. If any of the provisions of this Agreement are declared void or unenforceable, such provision shall be severed from this Agreement. This Agreement shall otherwise remain in full force and effect provided the fundamental purpose of this Agreement and Applicant's ability to complete the development of the Property as set forth in the Concept Plan is not defeated by such severance.

i. Governing Law. The laws of the State of Utah shall govern the interpretation and enforcement of this Agreement. The parties shall agree that the venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Salt Lake County, Utah. The parties hereby expressly waive any right to object to such choice of law or venue.

j. Remedies. If either party breaches any provision of this Agreement, the

non-defaulting party shall be entitled to all remedies available both at law and in equity.

k. Attorney's Fees and Costs. If either party brings legal action either because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs.

l. Binding Effect. The benefits and burdens of this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors in interest and assigns. This Agreement shall be incorporated by reference in any instrument purporting to convey an interest in the Property.

m. No Third Party Rights. The obligations of Applicant and City set forth in this Agreement shall not create any rights in or obligations to any other persons or parties except to the extent otherwise provided herein.

n. Assignment. The rights and responsibilities of the Applicant under this Agreement may be assigned in whole or in part with the consent of the City as provided herein.

i. The selling or conveying lots in any approved subdivision or parcels to builders or end-users shall not be deemed to be an "assignment" subject to the above-referenced approval by the City.

ii. The Applicant may transfer all or any part of the Property to any entity "related" to the Applicant (as defined by regulations of the Internal Revenue Service in Section 165), the Applicant's entry into a joint venture for the development of the Project, or the Applicant's pledging of part or all of the Project as security for financing shall also not be deemed to be an "assignment" subject to the above-referenced approval by the City. The Applicant shall give the City notice of any event specified in this sub-section within fifteen (15) calendar days after the event has occurred. Such notice shall include providing the City with all necessary contact information for the newly responsible party.

o. No Agency Created. Nothing contained in this Agreement shall create any partnership, joint venture, or agency relationship between the parties.

To evidence the parties' agreement to this Agreement, each party has executed it on the date stated under that party's name.

[SIGNATURE PAGES FOLLOW]

**HERRIMAN CITY**

Approved as to form:

Signature: *Lorin Palmer*

By: *Lorin Palmer*

Its: *Mayor, Herriman City*

Date: *7-26-2023*

*[Signature]*  
Office of the City Attorney

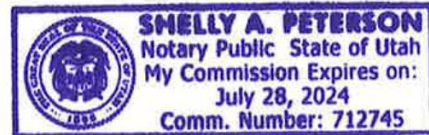
State of Utah )

:ss

County of Salt Lake )

On this *26* day of *July*, 20 *23*, personally appeared before me *Lorin Palmer* (name of document signer), whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the Mayor of Herriman City and that said document was signed by him/her in behalf of said city by Authority of its Bylaws or by Ordinance or Resolution, and said *Lorin Palmer* (name of document signer) acknowledged to me that said city executed the same.

*Shelly A. Peterson*  
Notary Public



**APPLICANT**

Signature: \_\_\_\_\_

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

Its: \_\_\_\_\_

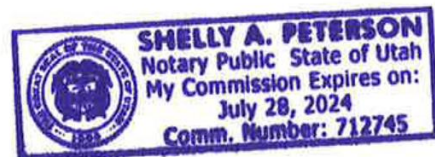
Date: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

On this 26 day of July, 2023, personally appeared before me Aaron Osmond (name of document signer), whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is a Manager of Mountainview Plaza, LLC Utah limited liability company, the Manager of Mountainview Plaza, LLC, a Utah corporation, and that said document was signed by him/her in behalf of said corporation by authority of its Operating Agreement or by Resolution, and said Aaron Osmond (name of document signer) acknowledged to me that said corporation executed the same.

Notary Public

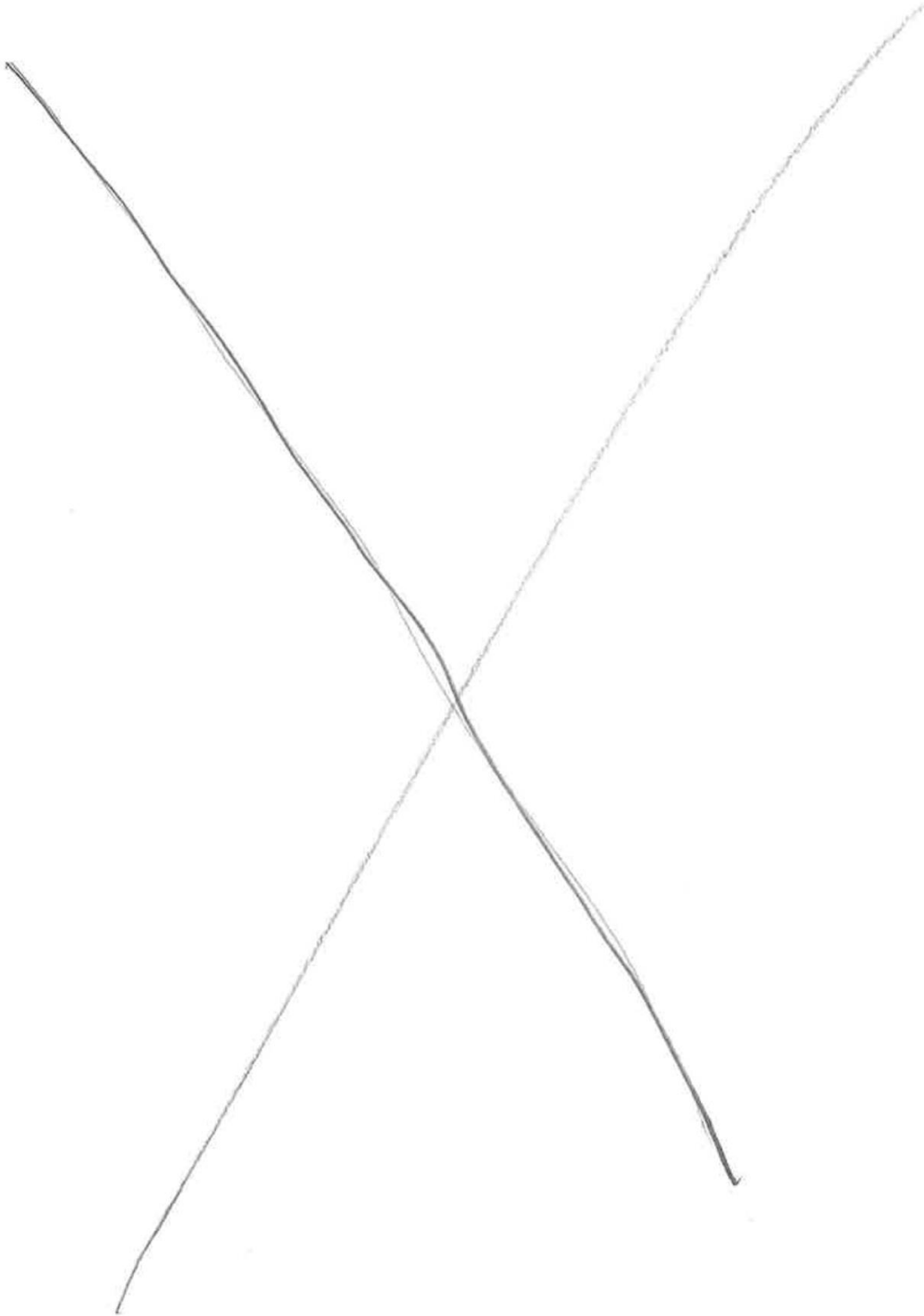


## Table of Exhibits

Exhibit A – Property  
Exhibit B – Prior Agreement  
Exhibit C – 4<sup>th</sup> Repurchase Option  
Exhibit D – Concept Plan  
Exhibit E – Design Guidelines  
Exhibit F – Vested City Code  
Exhibit G – Resolution



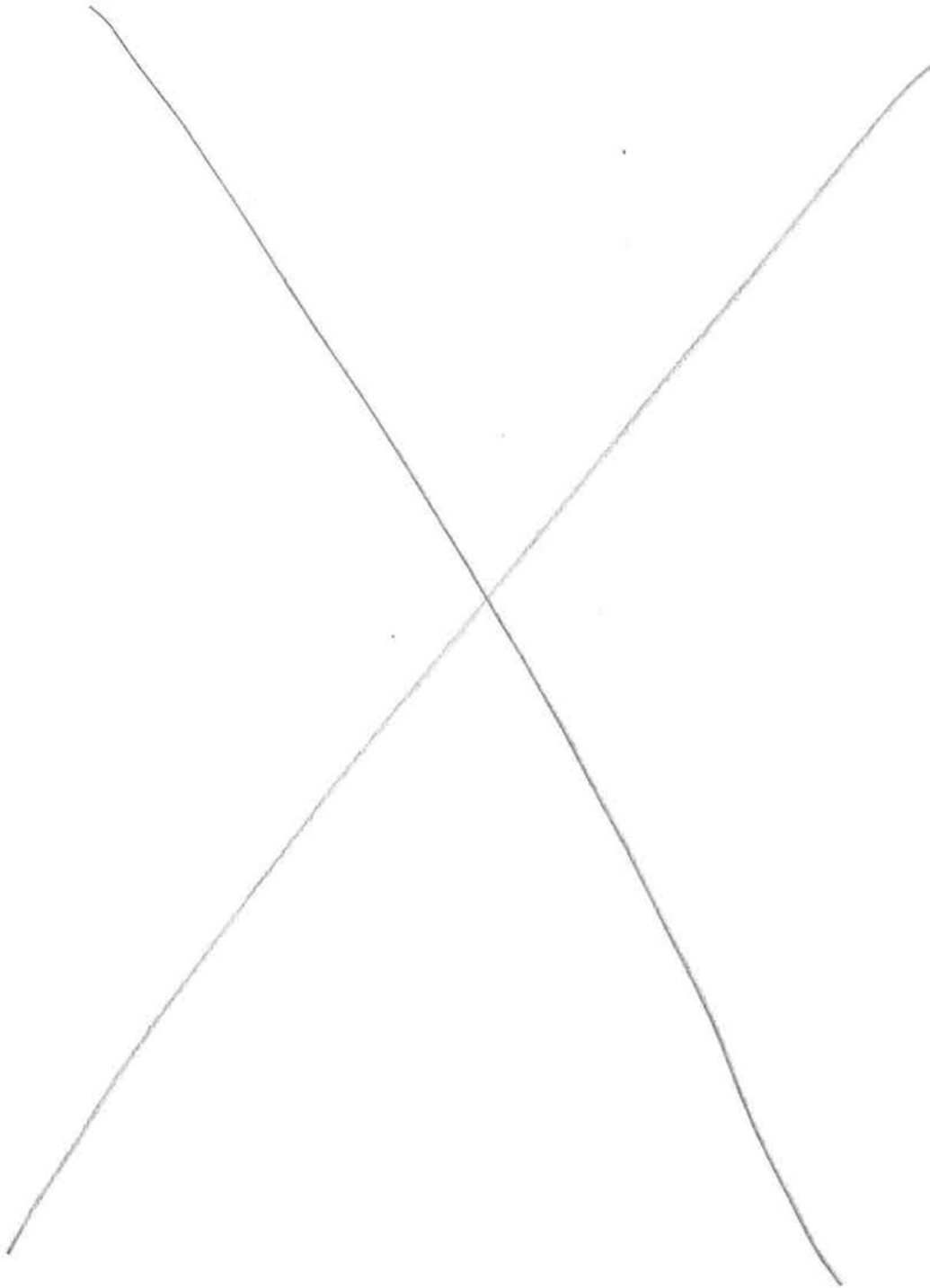
Exhibit A – Property



### **Legal Description of the Property**

Lots 1 and 2, GAME POINTE SUBDIVISION, according to the official plat thereof on file and of record in the office of the Salt Lake County Recorder, recorded on October 14, 2019, as Entry No. 13098578 in Book 2019P at Page 277.

Exhibit B - Prior Agreement



T3118450  
11/7/2019 11:55:00 AM \$40.00  
Book - 10857 Pg - 674-698  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
COTTONWOOD TITLE  
BY: eCASH, DEPUTY - EF 23 P.

**WHEN RECORDED RETURN TO:**

Herriman City  
5355 West Herriman Main Street  
Herriman, UT 84096  
113018-CAF

TAX ID 26-25-400-067

**DEVELOPMENT AGREEMENT**

This Development Agreement ("**Agreement**") is made and entered into as of this 9<sup>th</sup> day of October, 2019 ("**Effective Date**"), by and between **Game Pointe Properties, LLC**, a Utah limited liability company (the "**Developer**"), and **Herriman City**, a Utah municipality (the "**City**").

**RECITALS:**

A. Developer is the owner of approximately 6 acres of real property located at or near Herriman Main Street and Miller Crossing Drive, Herriman, Salt Lake County, Utah, that has been platted as the Game Pointe Subdivision and consists of two lots. A copy of the recorded plat ("**Plat**") is attached hereto as exhibit "A" and the legal description of the real property is more particularly described in exhibit "B" (the "**Property**").

B. The Developer proposes to develop and construct a use that is allowed by applicable zoning limitations on Lot 1 of the Plat and a family entertainment center on Lot 2 of the Plat ("**Project**").

C. The Property has been zoned Community Commercial (C-2) with various zoning conditions.

D. Developer hereby represents to the City that it is voluntarily entering into this Agreement.

E. The City and Developer desire to enter into this Agreement to further memorialize the development rights, terms, requirements and conditions for the development of the Project, as more fully described herein.

F. The City, acting pursuant to its authority under the Utah Municipal Land Use, Development, and Management Act, Utah Code Ann. §10-9a-101, *et seq.*, and its ordinances, resolutions, and regulations, and in furtherance of its land-use policies, has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this 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, Developer and the City hereby agree to as follows:

1. **Affected Property.** The legal description of the Property contained within the Project boundaries to which this Agreement applies is attached and specifically described in exhibit "B." No additional property may be added to or removed from this description for the purposes of this Agreement except by written amendment to this Agreement executed and approved by Developer and the City.
2. **Specific Design Conditions.** The Project shall be developed and constructed substantially as set forth in the site plan ("**Site Plan**") and the specific design conditions/criteria (the "**Design Criteria**") set forth in exhibits "C" and "D."
3. **Vested Rights.** This Agreement shall vest the Developer with the right to develop the Project in accordance with the ordinances, policies, and standards in effect as of the date of this Agreement. Provided, however, Developer shall not be vested to develop the Project in accordance with the ordinances, policies, and standards in effect as of the date of this Agreement in the event Developer does not obtain a building permit issued by the City in its government capacity ("**Building Permit**") to construct a family entertainment center on Lot 2 within two (2) years from the date hereof and/or in the event Developer does not obtain a certificate of occupancy for family entertainment center on Lot 2 within two (2) years from the date of that the Building Permit was issued. The issuance of the Building Permit and the certificate of occupancy shall not be unreasonably withheld. Construction of Miller Crossing Drive will not be a condition for issuance of the certificate of occupancy.
4. **Main Street.** On or before December 31, 2019, the City shall construct Main Street extending from its terminus at Herriman Boulevard to the future location of Miller Crossing Drive as shown on Plat.
5. **Miller Crossing Drive.** On or before March 15, 2020 Developer shall pay to the City the amount of \$100,000 for Miller Crossing Drive property acquisition costs. Neither the City nor Developer shall have any obligation to construct Miller Crossing Drive, provided, however, the Developer may in its sole and absolute discretion choose to construct Miller Crossing Drive subject to the terms, conditions, and repayment obligations acceptable to the parties. Developer shall be reimbursed for the Miller Crossing property acquisition costs pursuant to the terms and conditions of the reimbursement agreement attached as exhibit "E" and that certain Participation Agreement between the Developer and the Community Development and Renewal Agency of Herriman City.
6. **Street Amenities.** Developer shall install or cause to be installed street amenities along and adjacent to Auto Mall Drive, Miller Crossing Drive, and Main Street. For purposes of

this paragraph the term street amenities means sidewalks (specifically excluding curb and gutter) landscape and irrigation in the park strips, street lights, landscape and irrigation in the approximately 15 foot strip behind the sidewalk adjacent to Main Street, and landscape and irrigation to any open space corridors within the Auto Mall Drive, Miller Crossing Drive, and Main Street right of ways consistent with the Site Plan and Design Criteria. After expiration of the warranty period the City shall maintain, or cause to be maintained, the street amenities.

7. **Estimate of Applicable Impact Fees.** For non-binding illustration purposes only impact fees imposed by the City for a Forty Thousand square foot entertainment facility are currently estimated to be: (i) Storm Water - \$18,000; (ii) Culinary Water - \$30,000 - \$40,000 and (iii) Roads - \$25,000. These amounts may not include all applicable impact fees and may substantially changes when imposed.

8. **Development of Lot 1 and 2.** Developer may only develop and construct a uses that are allowed by applicable zoning on Lot 1 of the Plat and a family entertainment center on Lot 2 of the Plat. For purposes of this paragraph, family entertainment center means at least a 40,000 square foot indoor amusement facility that offers a broad selection of attractions, including, but not limited to, miniature golf, outdoor ropes course, bowling, laser tag, escape rooms, virtual sports bays, redemption arcade games, food establishment that stores, prepares, packages, serves, or otherwise provides food for human consumption where consumption is on or off the premises all of which is marketed towards families with small children to teenagers substantially as depicted in exhibit "D."

9. **Reserved Legislative Powers.** Notwithstanding any other provision of this Agreement to the contrary, the Developer acknowledges that the City is restricted in its authority to limit its police powers by contract and the limitations, reservations and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights of the Developer as follows:

- (a) Changes that City and Developer agrees in writing to the application thereof to the Project.
- (b) Changes in City's laws and ordinances which are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Project.
- (c) Changes in City's laws and ordinances that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AASHTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized



- construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare
- (d) Taxes or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons and entities similarly situated.
  - (e) Changes to the amounts of fees for the processing of development applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule).
  - (f) Laws, rules or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i) (2016).

Nothing contained in the foregoing subparagraphs (a)-(f) shall alter or limit any future approvals, permits or other action(s) by the City concerning the Project (e.g. issuance of conditional use permit or building permit) that would give rise to separate vested rights under applicable law.

10. **Agreement to Run With the Land.** This Agreement shall be recorded in the Office of the Salt Lake County Recorder, shall be deemed to run with the Property, and shall encumber the same; and shall be binding on and inure to the benefit of all successors and assigns of Developer in the ownership or development of any portion of the Property. This Agreement supersedes any and all development agreements that have been executed concerning the Property.

11. **Assignment.** Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without the consent of the other party, which consent shall not be unreasonably withheld or delayed. Any successors and assigns shall be deemed to be the Developer for all purposes under this Agreement with respect to that portion of the Property transferred, and the transferring Developer shall not be released from any further obligations with respect to this Agreement as to the parcel so transferred. This restriction on assignment is not intended to prohibit or impede the sale by Developer.

12. **No Joint Venture, Partnership or Third-Party Rights.** This Development Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto, nor any rights or benefits to third parties, except as expressly provided herein.

13. **Integration.** This Development Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto.

14. **Notices.**

Any notices, requests 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, be by certified mail, return receipt requested, postage prepaid, to such party at its address shown below.

To Developer:           Game Pointe Properties, LLC  
                              290 N FLINT ST STE A  
                              Kaysville, UT 84037

To City:                 Herriman  
                              City Manager  
                              5355 West Herriman Main Street  
                              Herriman, UT 84096

Any party may change its address or notice by giving written notice to the other party in accordance with the provisions of this section.

15. **Choice of Law and Venue.** Any dispute regarding this Agreement shall be heard and settled under the laws of the State of Utah. Any Utah litigation regarding this Agreement shall be filed in the Third District Court in Salt Lake City, Utah. Any federal litigation regarding this Agreement shall be filed in the United States District Court for the District of Utah in Salt Lake City, Utah.

16. **Severability.** In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding upon the parties. One or more waivers of any term, condition, or other provision of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provision.

17. **Term of Agreement.** The term of this Agreement shall be for a period of two (2) years or until fulfillment of the obligations of the parties unless earlier terminated or modified by a written amendment agreed to and approved by the parties. If this Agreement is not recorded Office of the Salt Lake County Recorder within thirty (30) days of the Effective Date, the City may terminate this Agreement and Developer irrevocable consents that the Property be rezoned to AMSD Auto Mall Special District .

18. **Default.** Any failure by either party to perform any term or provision of this Agreement default in that certain repurchase option between the parties dated October 9, 2019, which failure continues uncured for a period of fifteen (15) calendar days following written notice of such failure from the other party, unless such period is extended by written mutual consent, shall constitute a default under this Agreement. Any notice given pursuant to the preceding sentence shall specify the nature of the alleged failure and, where appropriate, the manner in which said failure satisfactorily may be cured. If the nature of the alleged failure is such that it cannot

reasonably be cured within such 30-day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure within such 30-day period. Subject to paragraph 17 upon the occurrence of an uncured default under this Agreement, the non-defaulting Party may institute legal proceedings to pursue a remedy.

19. **Limitation on Recovery for Default – No Damages.** Anything in this Agreement notwithstanding 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 except that the City may unilaterally withhold all further reviews, inspections, approvals, licenses, building permits, certificate of occupancy and/or other permits for development of the Project in the case of a default by Developer. The sole and exclusive remedy available to Developer or assignees or successors shall be that of specific performance.

20. **Termination.** If City elects to consider terminating this Agreement due to a default of Developer, then City shall give Developer a written notice of intent to terminate this Agreement and the matter shall be scheduled for consideration and review by the City Council at a duly noticed public meeting. Developer shall have the right to offer written and oral evidence prior to or at the time of said public meeting. If the City Council determines using its legislative discretion that a default has occurred and is continuing and elects to terminate this Agreement, the City Council shall send written notice of termination of this Agreement to Developer by certified mail. Notwithstanding the specific performance limitation described above the City may thereafter pursue any and all remedies at law or equity.

21. **Force Majeure.** Neither party shall be liable or deemed to be in default for any delay, failure, or interruption in performance under the Agreement resulting, directly or indirectly, from acts of God, acts of civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions, or any other cause beyond the control of either party. Both Parties, however, agree to make good faith efforts to perform under this Agreement in the event of any such circumstance.

22. **Exhibits and Recitals.** The Recitals at the beginning of this Agreement and exhibits attached hereto are hereby incorporated herein by this reference.

23. **No Waiver.** Failure of a party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise such right at some future time said right or any other right it may have hereunder.

24. **Execution of Agreement.** This Agreement may be executed in multiple counterparts or originals.

25. **Titles and Captions.** All section titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation hereof.

26. **Governing Law.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah.

27. **Further Acts.** In addition to the acts recited in this Agreement to be performed by the parties hereto, the parties agree to perform or cause to be performed any and all such further acts as may be reasonably necessary to consummate the transactions contemplated hereby and to carry out the terms and provisions, spirit and intent of this Agreement.

[Signatures on the following pages]

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 written above.

**Game Pointe Properties, LLC**

By:   
Its: Manager

**Herriman City**

  
Brett Geo Wood City Manager

Attest:

  
Jackie Nostrom, MMC City Recorder



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

The foregoing instrument was acknowledged before me this 15 day of October, 2019 by Brett Geo Wood, the City Manager of Herriman, State of Utah.

Heather Upshaw  
Notary Public

[Notarial Seal]



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

The foregoing instrument was acknowledged before me this 6th day of November, 2019 by SARAH KILPACK, the Manager of Game Pointe Properties, LLC.

Michael Paul Chabries  
Notary Public

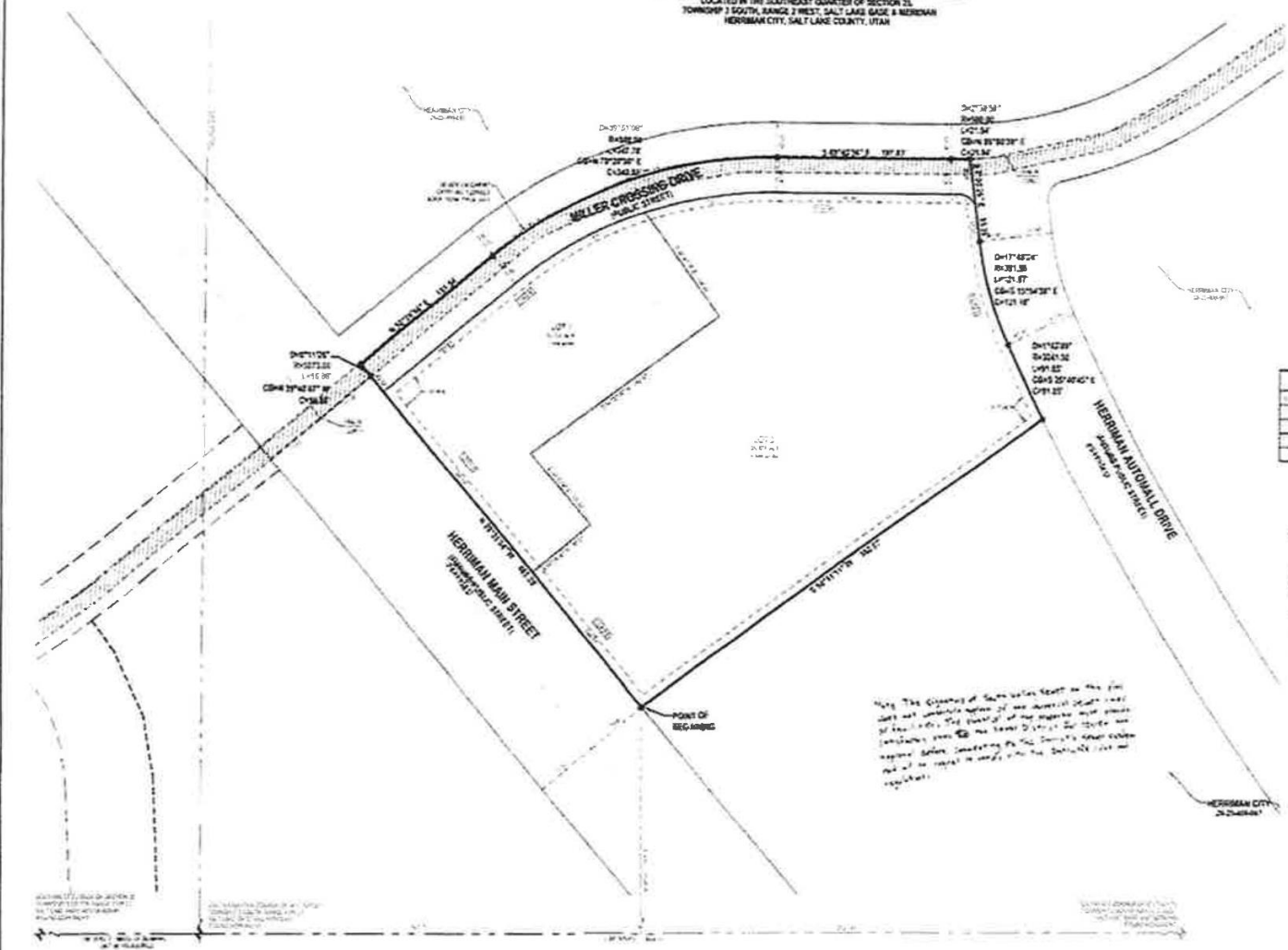
[Notarial Seal]





# GAME POINTE SUBDIVISION

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 25,  
TOWNSHIP 3 SOUTH, RANGE 3 WEST, SALT LAKE BASIN & HERRMAN  
HERRMAN CITY, SALT LAKE COUNTY, UTAH



CURVE TABLE			
Curve	Radius	Chord	Angle
1	100.00	100.00	180.00
2	100.00	100.00	180.00
3	100.00	100.00	180.00
4	100.00	100.00	180.00
5	100.00	100.00	180.00



## SURVEYOR'S CERTIFICATE

I, the undersigned, being a duly licensed Surveyor under the laws of the State of Utah, do hereby certify that the foregoing is a true and correct copy of the original survey as the same appears in my records, and that the same has been compared with the original and found to be a true and correct copy of the original.

DATE: 11/20/09

SURVEYOR: [Signature]

## OWNER'S DEDICATION

I, the undersigned, do hereby dedicate to the public the right of way for the use of the same as shown on the attached plan, and I do hereby certify that the same is a true and correct copy of the original as the same appears in my records, and that the same has been compared with the original and found to be a true and correct copy of the original.

DATE: 11/20/09

OWNER: [Signature]

## GAME POINTE SUBDIVISION

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 25,  
TOWNSHIP 3 SOUTH, RANGE 3 WEST, SALT LAKE BASIN & HERRMAN  
HERRMAN CITY, SALT LAKE COUNTY, UTAH

DATE: 11/20/09

OWNER: [Signature]

## CORPORATE ACKNOWLEDGMENT

I, the undersigned, do hereby acknowledge the foregoing as a true and correct copy of the original as the same appears in my records, and that the same has been compared with the original and found to be a true and correct copy of the original.

DATE: 11/20/09

OWNER: [Signature]

## GAME POINTE SUBDIVISION

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 25,  
TOWNSHIP 3 SOUTH, RANGE 3 WEST, SALT LAKE BASIN & HERRMAN  
HERRMAN CITY, SALT LAKE COUNTY, UTAH

DATE: 11/20/09

OWNER: [Signature]

<b>EXHIBIT 1: COMMISSIONER'S CERTIFICATE</b> I, the undersigned, being a duly licensed Surveyor under the laws of the State of Utah, do hereby certify that the foregoing is a true and correct copy of the original survey as the same appears in my records, and that the same has been compared with the original and found to be a true and correct copy of the original. DATE: 11/20/09 SURVEYOR: [Signature]		<b>EXHIBIT 2: COMMISSIONER'S CERTIFICATE</b> I, the undersigned, being a duly licensed Surveyor under the laws of the State of Utah, do hereby certify that the foregoing is a true and correct copy of the original survey as the same appears in my records, and that the same has been compared with the original and found to be a true and correct copy of the original. DATE: 11/20/09 SURVEYOR: [Signature]		<b>EXHIBIT 3: COMMISSIONER'S CERTIFICATE</b> I, the undersigned, being a duly licensed Surveyor under the laws of the State of Utah, do hereby certify that the foregoing is a true and correct copy of the original survey as the same appears in my records, and that the same has been compared with the original and found to be a true and correct copy of the original. DATE: 11/20/09 SURVEYOR: [Signature]		<b>EXHIBIT 4: COMMISSIONER'S CERTIFICATE</b> I, the undersigned, being a duly licensed Surveyor under the laws of the State of Utah, do hereby certify that the foregoing is a true and correct copy of the original survey as the same appears in my records, and that the same has been compared with the original and found to be a true and correct copy of the original. DATE: 11/20/09 SURVEYOR: [Signature]		<b>EXHIBIT 5: COMMISSIONER'S CERTIFICATE</b> I, the undersigned, being a duly licensed Surveyor under the laws of the State of Utah, do hereby certify that the foregoing is a true and correct copy of the original survey as the same appears in my records, and that the same has been compared with the original and found to be a true and correct copy of the original. DATE: 11/20/09 SURVEYOR: [Signature]		<b>EXHIBIT 6: COMMISSIONER'S CERTIFICATE</b> I, the undersigned, being a duly licensed Surveyor under the laws of the State of Utah, do hereby certify that the foregoing is a true and correct copy of the original survey as the same appears in my records, and that the same has been compared with the original and found to be a true and correct copy of the original. DATE: 11/20/09 SURVEYOR: [Signature]	
<b>EXHIBIT 7: COMMISSIONER'S CERTIFICATE</b> I, the undersigned, being a duly licensed Surveyor under the laws of the State of Utah, do hereby certify that the foregoing is a true and correct copy of the original survey as the same appears in my records, and that the same has been compared with the original and found to be a true and correct copy of the original. DATE: 11/20/09 SURVEYOR: [Signature]		<b>EXHIBIT 8: COMMISSIONER'S CERTIFICATE</b> I, the undersigned, being a duly licensed Surveyor under the laws of the State of Utah, do hereby certify that the foregoing is a true and correct copy of the original survey as the same appears in my records, and that the same has been compared with the original and found to be a true and correct copy of the original. DATE: 11/20/09 SURVEYOR: [Signature]		<b>EXHIBIT 9: COMMISSIONER'S CERTIFICATE</b> I, the undersigned, being a duly licensed Surveyor under the laws of the State of Utah, do hereby certify that the foregoing is a true and correct copy of the original survey as the same appears in my records, and that the same has been compared with the original and found to be a true and correct copy of the original. DATE: 11/20/09 SURVEYOR: [Signature]		<b>EXHIBIT 10: COMMISSIONER'S CERTIFICATE</b> I, the undersigned, being a duly licensed Surveyor under the laws of the State of Utah, do hereby certify that the foregoing is a true and correct copy of the original survey as the same appears in my records, and that the same has been compared with the original and found to be a true and correct copy of the original. DATE: 11/20/09 SURVEYOR: [Signature]		<b>EXHIBIT 11: COMMISSIONER'S CERTIFICATE</b> I, the undersigned, being a duly licensed Surveyor under the laws of the State of Utah, do hereby certify that the foregoing is a true and correct copy of the original survey as the same appears in my records, and that the same has been compared with the original and found to be a true and correct copy of the original. DATE: 11/20/09 SURVEYOR: [Signature]		<b>EXHIBIT 12: COMMISSIONER'S CERTIFICATE</b> I, the undersigned, being a duly licensed Surveyor under the laws of the State of Utah, do hereby certify that the foregoing is a true and correct copy of the original survey as the same appears in my records, and that the same has been compared with the original and found to be a true and correct copy of the original. DATE: 11/20/09 SURVEYOR: [Signature]	

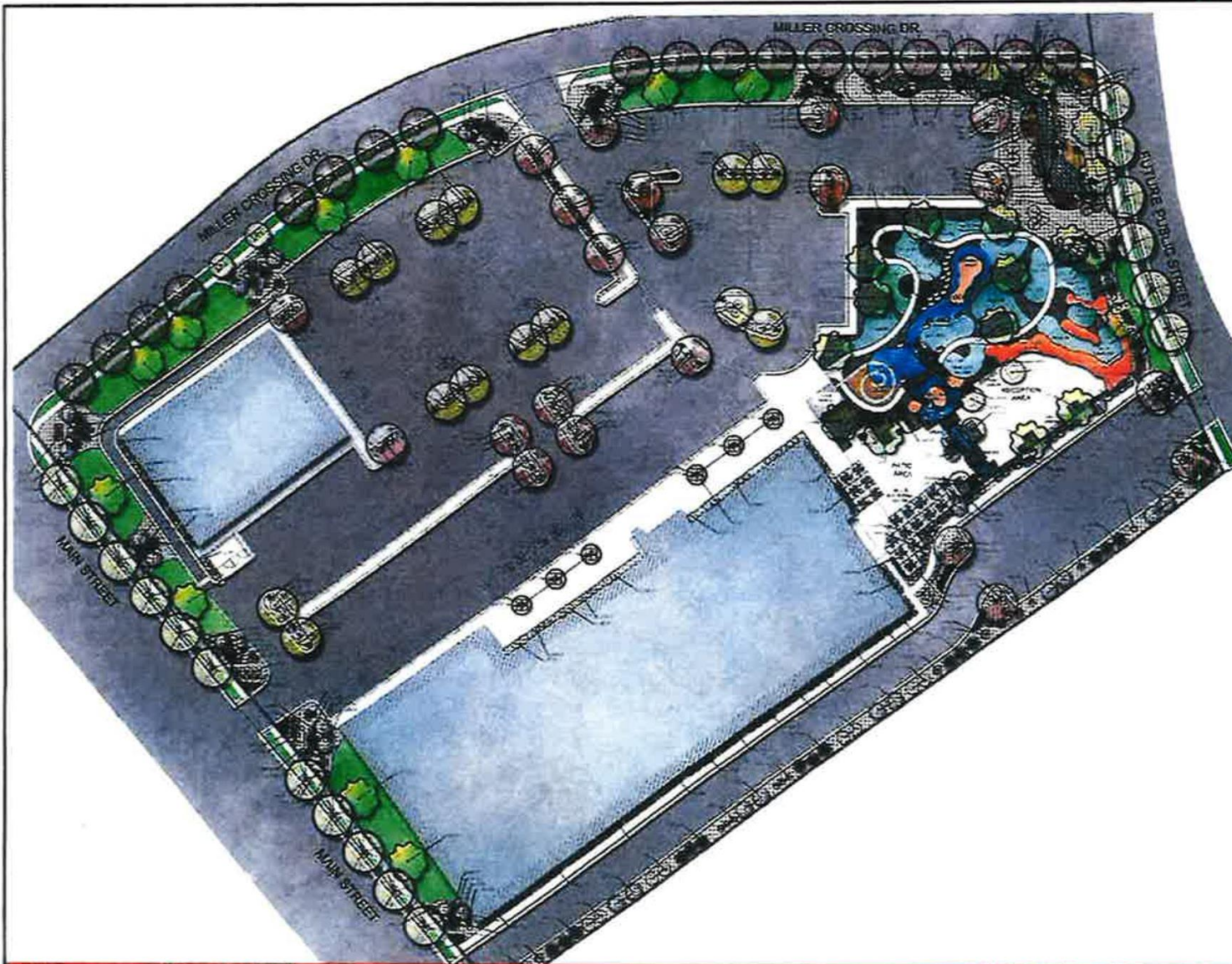
**EXHIBIT B**

**Legal Description of the Property**

**Lots 1 and 2, GAME POINTE SUBDIVISION, according to the official plat thereof on file and of record in the office of the Salt Lake County Recorder, recorded on October 14, 2019 as Entry No. 13098578 in Book 2019P at Page 277.**







LARGE DECIDUOUS TREE LEGEND TOTAL COUNT									
CODE	COMMON NAME	SCIENTIFIC NAME	HEIGHT	SPREAD	DBH	QUANTITY	REMARKS	DATE	BY
ZG	ZELENYA SCORATA	JAPANESE ZELENYA	18'	20'	12"	1	1 CAL	1/20	
TC	TALIA COORDATA	LITTLE LEAF LINDEN	18'	20'	12"	1	1 CAL	1/20	
PVC	PRUNUS CARGATA	LAUREL CHERRY	18'	20'	12"	1	1 CAL	1/20	
LSB	LOSTRUM BENTONIA	LOSTRUM BENTONIA	18'	20'	12"	1	1 CAL	1/20	
PVA	PRUNUS VANDERLINDIA	PRUNUS VANDERLINDIA	18'	20'	12"	1	1 CAL	1/20	
AFJ	ACER FRAXINIFOLIA	ACER FRAXINIFOLIA	18'	20'	12"	1	1 CAL	1/20	
HES	HEDERA HELIX	HEDERA HELIX	18'	20'	12"	1	1 CAL	1/20	
BP	BETULA PULCHRA	BETULA PULCHRA	18'	20'	12"	1	1 CAL	1/20	
SHRUB LEGEND TOTAL COUNT									
CODE	COMMON NAME	SCIENTIFIC NAME	HEIGHT	SPREAD	DBH	QUANTITY	REMARKS	DATE	BY
RAC	RHODODENDRON ARDREANUM	RHODODENDRON ARDREANUM	12'	10'	12"	1	1 CAL	1/20	
RBP	RHODODENDRON BENTONIA	RHODODENDRON BENTONIA	12'	10'	12"	1	1 CAL	1/20	
RAB	RHODODENDRON BENTONIA	RHODODENDRON BENTONIA	12'	10'	12"	1	1 CAL	1/20	
RPS	RHODODENDRON BENTONIA	RHODODENDRON BENTONIA	12'	10'	12"	1	1 CAL	1/20	
RAT	RHODODENDRON BENTONIA	RHODODENDRON BENTONIA	12'	10'	12"	1	1 CAL	1/20	
PAL	PRUNUS ALBA	PRUNUS ALBA	12'	10'	12"	1	1 CAL	1/20	
RHP	RHODODENDRON BENTONIA	RHODODENDRON BENTONIA	12'	10'	12"	1	1 CAL	1/20	
RSG	RHODODENDRON BENTONIA	RHODODENDRON BENTONIA	12'	10'	12"	1	1 CAL	1/20	
RSM	RHODODENDRON BENTONIA	RHODODENDRON BENTONIA	12'	10'	12"	1	1 CAL	1/20	
PERENNIALS / GRASSES LEGEND									
CODE	COMMON NAME	SCIENTIFIC NAME	HEIGHT	SPREAD	DBH	QUANTITY	REMARKS	DATE	BY
PKS	PERENNIAL FLORICOLA	PERENNIAL FLORICOLA	12'	10'	12"	1	1 CAL	1/20	
PKH	PERENNIAL HORTICOLA	PERENNIAL HORTICOLA	12'	10'	12"	1	1 CAL	1/20	
DVM	PERENNIAL VITICOLA	PERENNIAL VITICOLA	12'	10'	12"	1	1 CAL	1/20	
HSD	PERENNIAL SODICOLA	PERENNIAL SODICOLA	12'	10'	12"	1	1 CAL	1/20	
MEG	PERENNIAL GEMICOLA	PERENNIAL GEMICOLA	12'	10'	12"	1	1 CAL	1/20	
SITE MATERIALS									
SYMBOL	DESCRIPTION	REMARKS							
	1" WIDE BARRIER	1" WIDE BARRIER							
	2" WIDE BARRIER	2" WIDE BARRIER							
	3" WIDE BARRIER	3" WIDE BARRIER							
	4" WIDE BARRIER	4" WIDE BARRIER							
	5" WIDE BARRIER	5" WIDE BARRIER							
	6" WIDE BARRIER	6" WIDE BARRIER							
	7" WIDE BARRIER	7" WIDE BARRIER							
	8" WIDE BARRIER	8" WIDE BARRIER							
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	97" WIDE BARRIER	97" WIDE BARRIER							
	98" WIDE BARRIER	98" WIDE BARRIER							
	99" WIDE BARRIER	99" WIDE BARRIER							
	100" WIDE BARRIER	100" WIDE BARRIER							

09-17-2019

UT19063

BLUE STAR OF UTAH

GAME POINTE

MILLER CROSSING DR.

HERRIMAN, UTAH

AARON DUBOIS

AA@GNDG.COM

SILVERPEAK ENGINEERING

177 E ANFIO DR. DR. STE. B

1 AYTOWN, UT 84041

801-499-5054

PKJ DESIGN GROUP

PKJ DESIGN GROUP LLC

3450 N TRIUMPH BLVD SUITE 102

LEHI, UTAH 84043 (801) 950-2888

www.pkjdesigngroup.com

LANDSCAPE PLAN

PRESUMINARY PLANS NOT FOR CONSTRUCTION

LP-COLOR

202

## **BUILDING DESIGN STANDARDS; GAME POINTE HERRIMAN, UTAH:**

**This section provides design standards applicable to the Game Pointe Facility.**

**1. Building Massing, Form and Pedestrian Scale:** Buildings, and/or building elements shall relate to each other in their massing and forms. Any facade(s) visible from a public right of way, shall incorporate architectural features and treatments to diminish the building mass, and/or make the building interesting to the observer. Architectural design shall incorporate the combination of the following techniques. All facades visible from a public right of way, shall meet the following standards:

**2. Horizontal Articulation:** Each facade, shall incorporate architectural features such as wall plane projections, recesses, or other building material treatments, concrete joint patterns, colors and textures that visually interrupt the wall plane.

**3. Exterior Materials:** The outside surface of the structure shall be constructed of high-quality materials and shall be factory finished, stained, integrally colored, or otherwise suitably treated.

- a.** Approved exterior materials include the following: masonry (including CMU, brick & stone), concrete, architectural metal siding, translucent wall panels, stucco, wood, glass, and painted structural steel.

**3. Building Entrance:** The entrance and areas near the building entrance shall be designed to draw patrons in through the use of interesting and inviting architectural elements.

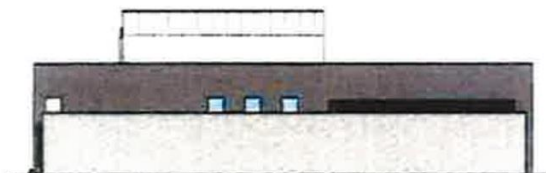
Exhibit D in the development agreement shows an example drawing of an acceptable arrangement of building materials, articulation and massing as describe above.





FRONT ELEVATION

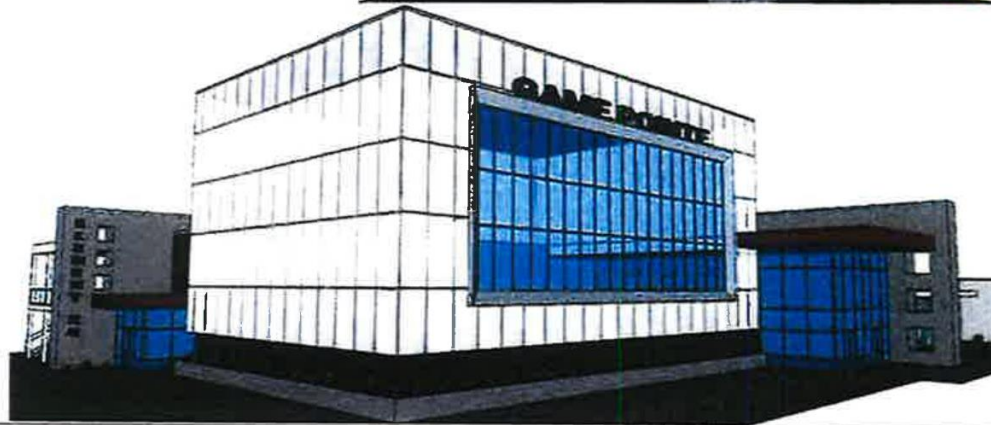
SIDE ELEVATION (RESTAURANT)



SIDE ELEVATION (MURAL)



REAR ELEVATION



CONCEPTUAL DESIGN IS SUBJECT TO CHANGE

DATE: 09/04/2019  
PROJECT: 19-129  
DRAWN BY: CS

177 E ANTELOPE DR #B  
LAYTON, UT 84041  
PHONE: (801) 499-5054  
FAX: (801) 499-5065

**SILVERPEAK**  
ENGINEERING

GAME POINTE  
HERRIMAN, UTAH

STREET NO. 100

AI



## REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("Agreement") is made this 9<sup>th</sup> day of October, 2019, by and between Herriman, a Utah municipality ("City"), and Game Pointe Properties, LLC, a Utah Limited Liability Company ("Developer") (collectively, the "Parties").

### RECITALS:

- A. Developer developed and/or plans to develop a food establishment and an entertainment facility that is located at Lot 1 and Lot 2 of the Game Pointe Subdivision.
- B. As part of such development, Developer paid a right of way purchase fee in the amount of \$100,000 ("Miller Crossing Fee") for acquisition of real property with respect to Miller Crossing Drive.
- C. Miller Crossing Drive is system improvement and as such the Developer is entitled to reimbursement of the Miller Crossing Fee.
- D. City intends to reimburse Developer for the Miller Crossing Fee.

### AGREEMENT:

**NOW, THEREFORE**, in consideration of the premises, mutual covenants, and undertakings, the Parties hereby agree as follows:

Section 1. **Impact Fee.** The Developer hereby acknowledges that it voluntarily paid the Miller Crossing Fee.

Section 2. **Indemnification and Warranty.** To the fullest extent allowed by law, Developer shall indemnify, defend, and hold harmless the City, its affiliates, agents, employees, and elected and appointed officials from and against any and all actions, claims, losses, damages, and expenses (including reasonable attorneys' fees) arising out of or connected in any way to Developer's acts or omissions in connection with the Miller Crossing Fee. If any claim is made against the City to which the City's claims right of indemnification from Developer, the City shall have the right, but not the obligation, to assume the entire control of the defense and/or settlement of the claim, through attorneys selected by the City, and Developer shall cooperate fully with the City in connection with the same. If the City elects to assume control of the defense and/or settlement of the claim, Developer shall be liable for all City's related costs and expenses, including, without limitation, reasonable attorneys' fees, all judgments or verdicts, and all monies paid in settlement.

Section 3. **Reimbursement.** Miller Crossing Drive is a system improvement as that term is defined by the City and Utah Code Ann. § 11-36-101, *et seq.* and as such the Miller

Crossing Fee is subject to reimbursement. As full and complete reimbursement of the Miller Crossing Fee from the transportation impact fee fund, the City will pay to the Developer one hundred percent (100%) of the transportation impact fees generated and collected from within the area of Lot 1 and Lot 2 of the Game Pointe Subdivision. All amounts so collected shall be paid to the Developer without interest within thirty (30) days after the end of the quarter in which the referenced impact fees were received by the City.

Section 4. **Offset Rights.** Developer agrees that, in addition to any other rights and remedies available under this Agreement, at law, or in equity, the City may set off against any payments otherwise due and owing to Developer under Section 3 of this Agreement any amount that City may be entitled pursuant to indemnification under Section 2 of this Agreement or otherwise. Neither the exercise nor the failure to exercise such right of setoff will constitute an election of remedies or limit any of City's indemnifications pursuant to Section 2 of this Agreement.

Section 5. **Impact Fees.** The Developer acknowledges and agrees that development of the Miller Crossing Drive was subject to certain impact fees imposed by the City. Developer acknowledges and agrees and as an essential element of consideration for this Agreement, that the impact fees imposed on the Developer by The City meet all requirements of law, is valid and binding, and does not violate any constitutional provisions.

Section 6. **Miscellaneous Provisions.**

(a) **Binding Agreement.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

(b) **Captions.** The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope, or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

(c) **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

(d) **Severability.** The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provisions of this Agreement.

(e) **Waiver of Breach.** Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of, or consent to, any subsequent breach of this Agreement.

(f) **Cumulative Remedies.** The rights and remedies of the parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy, or priority allowed by law.

(g) Amendment. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

(h) Interpretation. This Agreement shall be interpreted, construed, and enforced according to the substantive laws of the state of Utah. This Agreement shall be interpreted in an absolutely neutral fashion, and ambiguities herein shall not be construed against any party as the "drafter" of this Agreement.

(i) Attorneys' Fees. In the event any action or proceeding is taken or brought by either party concerning this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees, whether such sums are expended with or without suit, at trial, on appeal or in any bankruptcy or insolvency proceeding.

(j) Notice. All notices provided for herein shall be in writing and shall be given by first class mail, certified or registered, postage prepaid, addressed to the parties at their respective addresses set forth above or at such other address(es) as may be designated by a party from time to time in writing.

(k) Time of Essence. Time is the essence of this Agreement.

(l) Assignment. Applicant may not assign its rights, or delegate its duties, hereunder without City's prior written consent. City may freely assign its rights and delegate its duties under this Agreement, whereupon the assignee shall succeed to, and City shall be correspondingly released from, all of City's rights, duties, and liabilities hereunder.

(m) Exhibits and Recitals. The recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement.

**IN WITNESS WHEREOF**, the undersigned have signed this Agreement on the day and year last below written.

**HERRIMAN**

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

**ATTEST:**

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by **Brett geo. Wood** and **Jackie Nostrom**, as the City Manager and City Recorder, respectively, of **HERRIMAN**, a Utah municipality.

\_\_\_\_\_  
Notary Public

Residing at: \_\_\_\_\_

**DEVELOPER**

By \_\_\_\_\_

Its: \_\_\_\_\_ **Manager**

Dated: \_\_\_\_\_

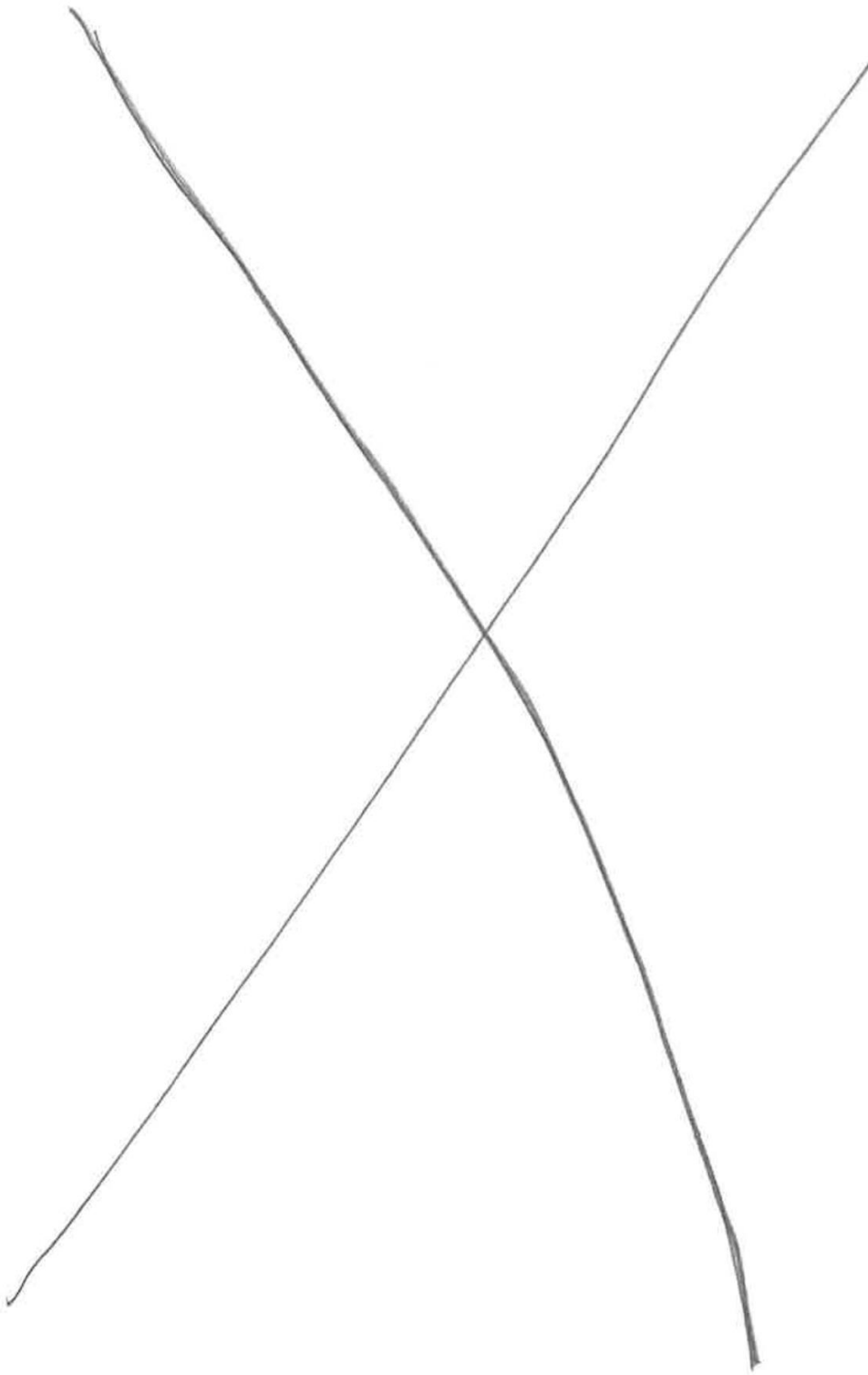
STATE OF UTAH                    )  
  )ss:  
COUNTY OF SALT LAKE    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, as the \_\_\_\_\_ of the \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Residing at: \_\_\_\_\_

**Exhibit C – 4<sup>th</sup> Repurchase Option**



WHEN RECORDED RETURN TO:

Herriman City Recorder  
5355 West Herriman Main Street  
Herriman, UT 84096

14055334 B: 11392 P: 2593 Total Pages: 15  
12/21/2022 11:21 AM By: csummers Fees: \$0.00  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: HERRIMAN  
5355 W HERRIMAN MAIN ST HERRIMAN, UT 84096

Affecting Parcels: 26-25-402-0010000  
26-25-402-0020000

#### FOURTH REPURCHASE OPTION AGREEMENT

This Fourth Repurchase Option Agreement (the "Fourth Agreement") is made effective as of the 14<sup>th</sup> day of December, 2022 (the "Effective Date"), by and between Herriman City, a Utah municipal corporation (the "City"), and Game Pointe Properties, LLC, a Utah limited liability company ("Game Pointe"). City and Game Pointe may be referred to herein individually as a "Party" and collectively as the "Parties."

#### RECITALS

A. On or about October 9, 2019, Game Pointe purchased approximately six acres of unimproved real property (the "Six Acres") from the City.

B. On or about October 9, 2019, the Parties executed a Repurchase Option (the "Original Agreement") wherein Game Pointe granted an exclusive option to the City to repurchase the Six Acres "if Game Pointe fail[ed] to obtain a building permit to develop/construct a family entertainment center (or a similar entertainment/restaurant facility) as approved by the City in its governmental capacity on Lot 2 within two (2) years from the date Game Pointe purchased the Six Acres." A copy of the Original Agreement is attached hereto as Exhibit "A" and incorporated herein by this reference.

C. The Original Agreement expired on October 16, 2021. However, the City exercised its repurchase option under the Original Agreement by sending a certified letter to Game Pointe on October 15, 2021.

D. The City, having exercised its repurchase option under the Original Agreement, entered into a Second Repurchase Option (the "Second Agreement") in order to allow Game Pointe to continue pursuing development of the Six Acres in a manner acceptable to City. As part of the Second Agreement, the City maintained an option to repurchase the Six Acres. That repurchase option under the Second Agreement was to expire on July 11, 2022.

E. The City, having exercised its repurchase option under the Second Agreement, entered into a Third Repurchase Option (the "Third Agreement") in order to allow Game Pointe to continue pursuing development of the Six Acres in a manner acceptable to City. As part of the Third Agreement, the City maintained an option to repurchase the Six Acres. That repurchase option under the Third Agreement was to expire on December 31, 2022.

F. On October 12 and November 9 of 2022, Game Pointe presented several alternative commercial-use concepts to the City Council for consideration in the development of the six acres. In good



faith, Game Pointe has proactively incorporated direct feedback from the City Council into these commercial-use concepts. Game Pointe has verbally committed to pursuing the immediate development of these commercial-use concepts if approved by the City Council. These alternative commercial-use concepts would require adjustments to the MDA currently governing the development of the six acres. As such, Game Pointe is asking for an extension of the repurchase agreement to allow time for the negotiation of a new MDA to govern development of the six acres and to begin the formal entitlement process

G. The City is willing to enter into an additional repurchase agreement with Game Pointe to set forth the terms and conditions of Game Pointe's rights and obligations with respect to the Six Acres while also preserving for the City a right to repurchase the Six Acres.

H. The Parties have also entered in a Development Agreement (the "MDA") on or about October 9, 2019 governing the development and improvement of the Six Acres. The MDA has been recorded against the Six Acres and a copy thereof is available in the offices of the Salt Lake County Recorder. The term of the MDA was for "a period of two (2) years or until fulfillment of the obligations of the parties unless earlier terminated or modified by a written amendment agreed to and approved by the parties."

I. The Parties acknowledge that the MDA is still in full force and effect and that the MDA governs the development of the Six Acres according to the terms and conditions set forth therein.

J. The City acknowledges that entering into this Fourth Agreement is in the best interest of the City and its residents with regard to the development of the Six Acres.

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

### **AGREEMENT**

1. **Incorporation of Recitals and Exhibits.** The foregoing Recitals to this Fourth Agreement, as well as the Exhibits attached hereto, are incorporated into and shall constitute a part of this Fourth Agreement.

2. **Option to Purchase.** Game Pointe hereby grants to City, and City hereby accepts, the exclusive right and privilege (referred to as the "Option") of exercising an option to purchase the Six Acres on or before June 30, 2023, at 11:59:59 pm (the "Option Deadline"). The Option may be exercised by the City at any time starting on the Effective Date and ending upon the Option Deadline (with such period of time referred to as the "Option Period"). The City may, at its sole discretion, exercise the Option to purchase the Six Acres for One Million Six Hundred Ninety-Eight Thousand Eight Hundred Forty Dollars (\$1,698,840.00) prior to January 31, 2023. After January 31, 2023, the City may exercise its option if the following conditions are not met:

- a. By February 28, 2023 – the parties must have adopted an amended MDA (the "Option Price").
- b. April 30, 2023 – Game Pointe must have obtained a building permit for an acceptable facility per the MDA.
- c. June 15, 2023 – Game Pointe must receive a land disturbance permit and begun site work.

3. Both parties agree to good faith effort in negotiations and shall not unreasonably withhold support to secure and finalize a mutually beneficial update to the terms of the Market Development Agreement governing the development of the six acres.

4. **Exercise of Option.** The Option shall be exercised by the City, if at all, on or before the Option Deadline by City providing Game Point with written notice, as set forth in Section 8, of its intent to exercise the Option hereunder.

5. **Expiration of Option.** If the Option is not exercised on or before the Option Deadline, the Option shall expire of its own force and effect. The Option shall also expire if Game Pointe obtains a building permit from the City to construct a facility permitted by the MDA, or any amendments thereto and received an inspection for footings and foundations.

6. **Closing.** If the City exercises the Option as permitted herein, then the Closing shall occur on a date scheduled by City on or before 60 days after the City provides notice of its intent to exercise the Option. Closing shall occur when the City delivers to Cottonwood Title Company the Option Price. The Closing will be held in the office of Cottonwood Title Company unless otherwise agreed in writing by the Parties. The title to the Six Acres shall be in the same marketable title and condition it was on at the time of City's sale of the Six Acres to Game Pointe. The Purchase Price will be paid by the City at the Closing in immediately available funds.

7. **Marketing of Six Acres.** Subject to Section 10 regarding assignment as well as any other applicable provisions of this Third Agreement, Game Pointe may market the Six Acres to a third-party. However, Game Pointe acknowledges and hereby agrees that any assignment or sale of the Six Acres during the Option Period is subject to the written approval of the City Council, which shall have absolute discretion.

8. **Complete Agreement.** This Fourth Agreement constitutes the entire agreement between the Parties with respect to the issues addressed herein and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Fourth Agreement may not be modified or amended except in writing mutually agreed to and accepted by all Parties hereto.

9. **Notice.** Any notices, requests, and other communications required or permitted to be given hereunder shall be in writing and shall be either (i) delivered prepaid by hand, or (ii) sent prepaid by a reputable, national overnight delivery service (e.g., Federal Express, Airborne), or (iii) sent by email and addressed to each party at the applicable address set forth herein. Any such notice, request, or other communication shall be considered given on the date of hand delivery (if delivered by hand), or on the next business day following deposit with an overnight delivery service with instructions to deliver on the next day or on the next business day (if sent by overnight delivery service), and on the date that an email is sent. Rejection or other refusal to accept or inability to deliver because of a changed address of which no notice was given shall be deemed to be receipt of the notice, request, or other communication. By giving at least ten (10) days prior written notice thereof, any party hereto may, from time to time and at any time, change its mailing address hereunder.

City: Herriman City  
Attn: City Manager  
5355 West Herriman Main Street  
Herriman, Utah 84096  
[ncherpeski@herriman.org](mailto:ncherpeski@herriman.org)

With a Copy to: Herriman City  
Attn: City Attorney  
5355 West Herriman Main Street  
Herriman, Utah 84096  
[tsheeran@herriman.org](mailto:tsheeran@herriman.org)

Owner: Game Pointe Properties, LLC  
Attn: Aaron Osmond  
11466 Country Knoll Road  
South Jordan, UT 84095  
[aosmond@gamepointe.com](mailto:aosmond@gamepointe.com)

10. **No Third-Party Beneficiaries.** This Fourth Agreement is solely among and solely for the benefit of the Parties. There are no third-party beneficiaries of this Agreement.

11. **Assignment.** Game Pointe shall not, without the City's written consent – which may be withheld for any reason – assign its obligation or duties or otherwise transfer its right under this Fourth Agreement. City may, however, without restriction, assign its rights under this Fourth Agreement. Any such assignment by any party shall not act as a release of the assigning Party who shall remain obligated under this Fourth Agreement.

12. **Binding Effect.** The provisions of this Fourth Agreement shall be binding upon the successors, assigns, heirs, and personal representatives of the Parties.

13. **Recordation.** This Fourth Agreement shall be recorded and shall run with the land during the Option Period. If the Option is not exercised or if the Closing otherwise fails to occur as provided herein, the City shall, upon request of Game Pointe, execute and record a suitable, unconditional release of the Option in a form acceptable to the Parties.

14. **Superiority of Option.** Any mortgage, trust deed, lien, judgment, or other financial interest executed or entered against the Six Acres shall be subordinate to this Fourth Agreement and the Option set forth herein and in no way enable the holder of such interest or their successor(s) in interest to breach the terms of this Fourth Agreement.

15. **Obligation to Maintain Property; Compliance with Laws.** Game Pointe shall at all times keep the Six Acres free from weeds in excess of six inches in height, in good order, condition and repair. Game Pointe shall not permit or suffer any waste of the Six Acres and shall not alter the Six Acres except for normal clearing, grading, or construction activities. Game Pointe shall cause the Six Acres, and all activities thereon, to comply at all times with all applicable laws.

16. **Rights and Remedies.** The rights and remedies of the parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Fourth Agreement shall not preclude the exercise of any other provisions hereof.

17. **Waiver.** No failure by any Party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Fourth Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term, or condition. Any party may, by notice delivered in the manner provided in this Fourth Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other party. No waiver shall affect or alter the remainder of this Fourth Agreement, but each and every other covenant, agreement, term, and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

18. **Applicable Law.** The provisions hereof shall be governed by and construed in accordance with the laws of the state of Utah. In the event of conflicts and/or inconsistencies within or among this Fourth Agreement and applicable statute, rules, regulations, or standards, Game Pointe shall (1) provide the better quantity or greater quality or (2) comply with more stringent requirements or standards, either or both, in accordance with City's reasonable interpretation.

19. **Attorney's Fees.** In any action arising out of this Fourth Agreement, the prevailing Party shall be entitled to its costs, reasonable attorney's fees, and other related collection or enforcements costs and expenses.

20. **Severability.** In the event that any condition, covenant, or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Fourth Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

21. **Government Records Access and Management Act.** City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated or its successor ("GRAMA"). All materials submitted by Game Pointe pursuant to this Fourth Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure shall rest solely with Game Pointe. Any materials for which Game Pointe claims a privilege from disclosure shall be submitted marked as "Business Confidential" and accompanied by a concise statement of reasons supporting claim of business confidentiality. City will make

reasonable efforts to notify Game Pointe of any requests made for disclosure of documents submitted under a claim of business confidentiality.

IN WITNESS WHEREOF, the Parties have executed this Fourth Agreement by and through their respective, duly authorized representatives as of the Effective Day first written above.

*[signatures on following page]*




HERRIMAN CITY

  
NATHAN CHERPESKI, City Manager

ATTEST

  
JACKIE NOSTROM, City Recorder

  
TODD SHEERAN, City Attorney  
*Approved as to form and legality*



GAME POINTE PROPERTIES, LLC

Signature: 

Print Name: Aaron Osmond

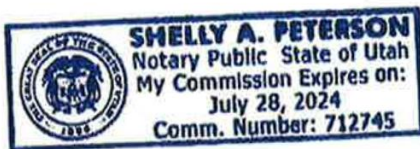
Title: Manager

STATE OF UTAH )

:ss

COUNTY OF )

On the 19 day of December, 2022 personally appeared before me Aaron Osmond & Shelly A. Peterson, who being by me duly sworn, did say that they are the Aaron Osmond, Manager of Game Pointe Properties, LLC, a Utah limited liability company, and that said instrument was signed on behalf of Game Pointe Properties, LLC by authority of its governing body and the above-listed signor acknowledged to me that they executed the same.



  
NOTARY PUBLIC



**EXHIBIT A**

*Original Repurchase Agreement*

WHEN RECORDED RETURN TO:

Herriman City  
5355 West Herriman Main Street  
Herriman, UT 84096

113018 - CAF

TAX ID 26-25-400-067

13118451  
11/7/2019 11:55:00 AM \$40.00  
Book - 10857 Pg - 897-702  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
COTTONWOOD TITLE  
BY: eCASH, DEPUTY - EF 6 R

## REPURCHASE OPTION

This Repurchase Option Agreement (the "**Agreement**") is made effective as of the 9th day of October, 2019, by and between Herriman City, a Utah corporation (referred to as "**City**"), and Game Pointe Properties LLC, a Utah Limited Liability Company (referred to as "**Game Pointe**"). Game Pointe and City shall sometimes be referred to herein as the "**Parties**" or, individually as a "**Party**."

### RECITALS

A. On or about October 9, 2019, Game Pointe purchased approximately six acres of unimproved real property ("**Six Acres**") from the City and Game Pointe subdivided the Six Acres into two lots- Lots 1 and 2. Lot 1 is more particularly described on the attached exhibit "A" ("**Lot 1**") and Lot 2 is also more particularly described on the attached exhibit "A" ("**Lot 2**") and Lot 1 and Lot 2 are collectively the "**Lots**").

B. Game Pointe represented to the City that it would develop/construct a family entertainment center (or a similar entertainment/restaurant facility) as approved by the City in its governmental capacity on Lot 2 within two (2) years from the date Game Pointe purchased the Six Acres.

C. Game Pointe agreed that the City has the option to repurchase the Lots if Game Pointe fails to obtain a building permit to develop/construct a family entertainment center (or a similar entertainment/restaurant facility) as approved by the City in its governmental capacity on Lot 2 within two (2) years from the date Game Pointe purchased the Six Acres pursuant to the terms and conditions of a repurchase option.

C. Game Pointe desires to grant the City an option to repurchase the Lots as set forth herein.

### AGREEMENT

NOW THEREFORE in consideration of the above premises, the mutual covenants, promises, and agreements contained in this Agreement, and for other good and valuable

consideration, the receipt and sufficiency of which is fully acknowledged by the Parties the Parties agree as follows:

1. Option to Purchase the Lots. Game Pointe grants to City, for a maximum period of twenty four (24) months from October 16, 2019, (such period is referred to as the "**Option Period**"), the exclusive right and privilege of acquiring the Lots. At any time during the Option Period, City may exercise its option to purchase the Lots for One Million Six Hundred Ninety-Eight Thousand Eight Hundred Forty Dollars (\$1,698,840.00) ("**Option Price**").
2. Option Payment. The \$1,698,840 will be paid at Closing in immediately available funds.
3. Exercise of Option. This option shall be exercised, if at all, on or before the expiration of the Option Period if Game Pointe fails to obtain a building permit from the City to construct a family entertainment center (or a similar entertainment/restaurant facility), by City providing Game Pointe with written notice of its intent to exercise the option. The City will not unreasonably withhold the issuance of a building permit.
4. Normal Expiration. If this option is not exercised on or before the Option Period expires, the option shall expire of its own force and effect. The option shall also expire if Game Pointe obtains a building permit from the City to construct a family entertainment center (or a similar entertainment/restaurant facility) on Lot 2.
5. No Other Sale. Game Pointe shall not market Lot 2 to others until the Option expires.
6. Closing. This transaction shall be closed on a date scheduled by City on or before thirty (30) days after the exercise (if any) of the option, or on such other date as may be agreed in writing between the parties, but in no event shall the closing occur beyond forty-five (45) days after the option is exercised. Closing shall occur when the City delivers to Cottonwood Title Company ("**Title Company**") the Option Price. The Closing will be held in the offices of Title Company unless otherwise agreed in writing by the parties. The title to the Lots and its condition shall at closing be in the same marketable title and condition it was on City's sale to Game Pointe.
7. Complete Agreement. This Agreement together with its addenda, any attached exhibits, and any further instruments or documents referred to in this Agreement or referred to in those other instruments or documents affecting the Lots, constitute the entire Agreement between City and Game Pointe with respect to the Agreement's subject matter. There are no oral agreements between City and Game Pointe. This Agreement and any such related documents shall be construed in a manner consistent with each other. Nevertheless, to the extent of any inconsistency in this Agreement and any such related documents, the terms of this Agreement shall control. This Agreement shall not be changed except by written agreement signed by authorized representatives of both Parties.

8. Attorney's Fees. In any action arising out of this Agreement, the prevailing party shall be entitled to its costs, reasonable attorney's fees, and other related collection or enforcement costs and expenses.

9. Time is of the Essence. Time is of the essence regarding the dates set forth in this Agreement except to the extent a grace period is specifically authorized. Extensions must be agreed to in writing by both Parties. Performance under each section of this Agreement which references a date shall be required absolutely by 5:00 p.m. Mountain Time or Mountain Daylight Time as applicable.

10. Notice. Any notice, designation, consent, approval, or other communication required or permitted to be given pursuant to the provisions of this Agreement (referred to, collectively, as "Notice") shall, except as otherwise expressly provided in this Agreement, be given in writing and shall be provided by hand delivery or sent by certified or registered mail, Federal Express, or overnight courier. Notice may be sent to City at 5355 West Herriman Main Street Herriman, UT 84096 and to John Brems at 5355 West Herriman Main Street Herriman, UT 84096. Notice may be sent to Game Pointe at 290 N FLINT ST STE A Kaysville, UT 84037.

11. No Third-party Beneficiaries. This Agreement is solely among and solely for the benefit of the Parties. There are no third-party beneficiaries of this Agreement.

12. Assignments. Game Pointe shall not, without City's written consent, assign its rights, or delegate its obligations or duties under this Agreement. City may however, without restriction, assign its rights under this Agreement. Any such assignment by any party shall not act as a release of the assigning party who shall remain obligated under this Agreement.

13. Binding. The provisions of this Agreement shall be binding upon the successors, assigns, heirs, and personal representatives of the respective parties.

14. Recordation. This Agreement shall be recorded. If the option is not exercised, or if exercised, but the transaction fails to close, City shall promptly, on request from Game Pointe, execute and record a suitable, unconditional release of such option or a quitclaim deed.

15. Superiority of Option. Any mortgage, trust deed, lien, judgment, or other financial interest executed or entered against Lot 1 hereafter shall be subordinate to this Option and in no way enable the holder of such interest or their successor(s) in interest to breach the terms of this Option.

16. Obligation to Maintain Property; Compliance with Laws. Game Pointe shall at all times keep the Lots free from weed in excess of six inches in height, in good order, condition, and repair. Game Pointe shall not permit or suffer any waste of the Lots, and shall not alter the Lots except for normal clearing, grading, and construction activities. Game Pointe shall cause the Lots, and all activities on the Lots (including those requiring any alterations or improvements to be made thereon), to comply at all times with all applicable laws.

City and Game Pointe execute this Agreement intending to be fully bound by its terms and conditions.

DATED effective as of the 6<sup>th</sup> day of NOVEMBER, 2019. gh

PROPERTIES, LLC  
GAME POINTE, a Utah limited liability company

By: [Signature]  
Name: JENNIFER KIMBLE  
Its: MAN

HERRIMAN CITY

By: [Signature]  
Brett Geo Wood, City Manager



Attest: [Signature]  
Jackie Nostrom, City Recorder

#### CITY ACKNOWLEDGMENT

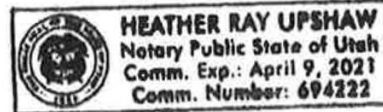
STATE OF UTAH                    )  
  :SS.  
COUNTY OF SALT LAKE    )

On the 15 day of Oct., 2019 personally appeared before me Brett Geo Wood who being by me duly sworn, did say that he is the City Manager of Herriman City, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its City Council and said City Manager acknowledged to me that the City executed the same.

Heather Upshaw  
NOTARY PUBLIC

My Commission Expires: April 9, 2021

Residing at: Salt Lake County



**GAME POINTE ACKNOWLEDGMENT**

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

On the 6<sup>th</sup> day of November, 2019, personally appeared before me Steven Kilpatrick, who being by me duly sworn, did say that he is the Manager of GAME POINTE PROPERTIES, a Utah LLC and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

Michael Paul Chabries  
NOTARY PUBLIC

My Commission Expires: 8-24-2023

Residing at: Davis County





**EXHIBIT B**

*Letter Executing Original Repurchase Option*



10/14/2021

Sent via email and Certified Mail

Game Pointe Properties, LLC  
Attn: Jed Stevenson  
290 N. Flint St. STE A  
Kaysville, UT 84037  
jed@academiewest.com

**Re: Exercise of Repurchase Option for Six Acres of Real Property Owned by Game Pointe Property.**

The purpose of this letter is to inform you that Herriman City intends to exercise its option to repurchase six acres of real property owned by Game Point Properties, LLC and subject to a Repurchase Agreement executed on October 16, 2019. The City's repurchase option expires on October 16, 2021. By "providing Game Pointe with [this] written notice of its intent to exercise the option" the City has satisfied the requirements of the Repurchase Agreement.

Pursuant to Section 6 of the Repurchase Agreement, the City is required to close on the property within 45 days hereof. However, as discussed in a recent Council meeting, the City is open to negotiating an extension to the Repurchase Agreement. So long as an extension is agreed upon and formalized in a written amendment to the Repurchase Agreement within 10 days hereof, the City will revoke this notice and will not otherwise close on the Property.

By signing below, you acknowledge receipt of this Notice and that such receipt satisfies the Notice Requirements of the Repurchase Agreement. A copy of this letter is also being sent via certified mail to the address above.

If you have any questions, please do not hesitate to reach out.

Respectfully,

  
Nathan Cherpeski, City Manager

Signature:

  
Jed Stevenson

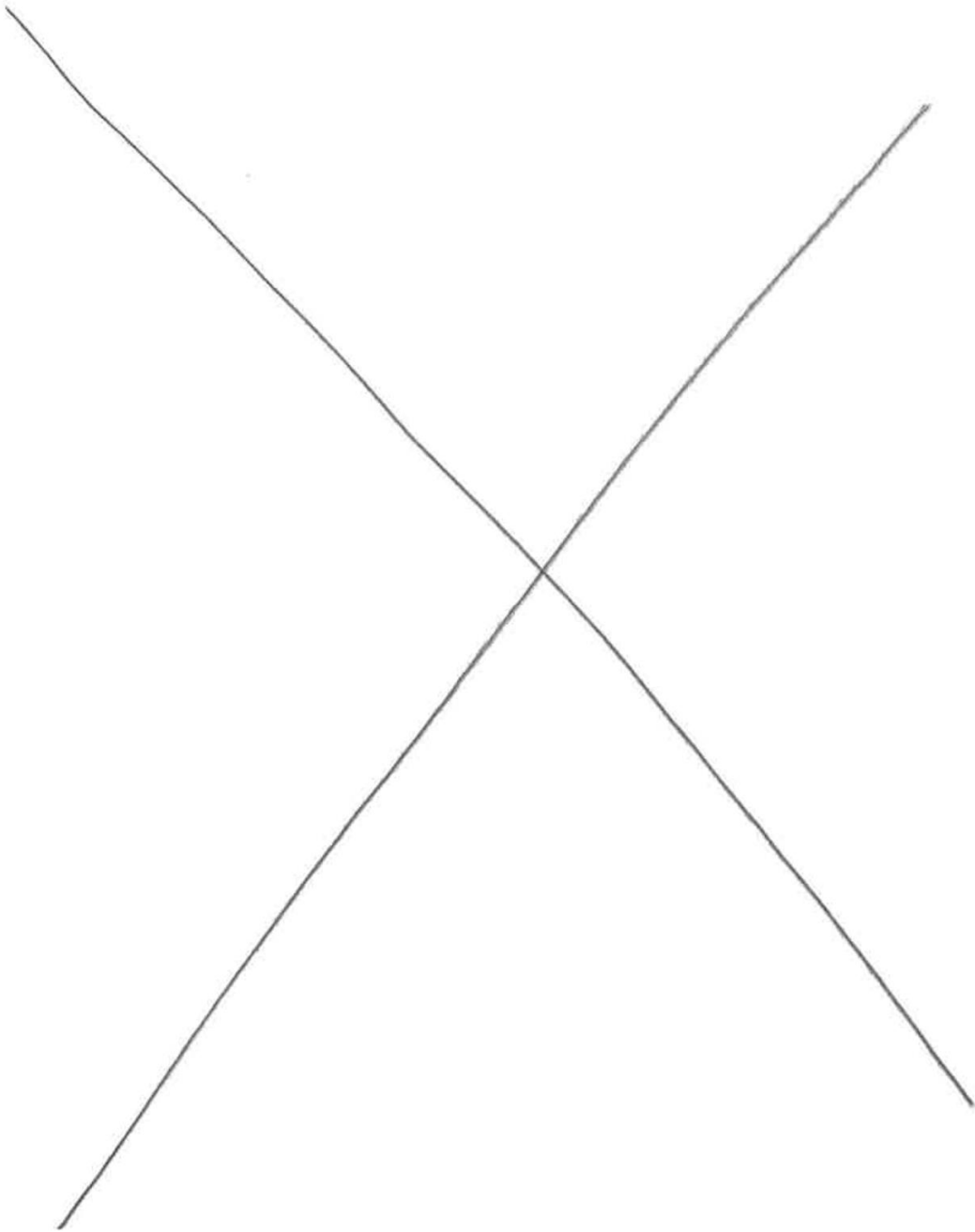
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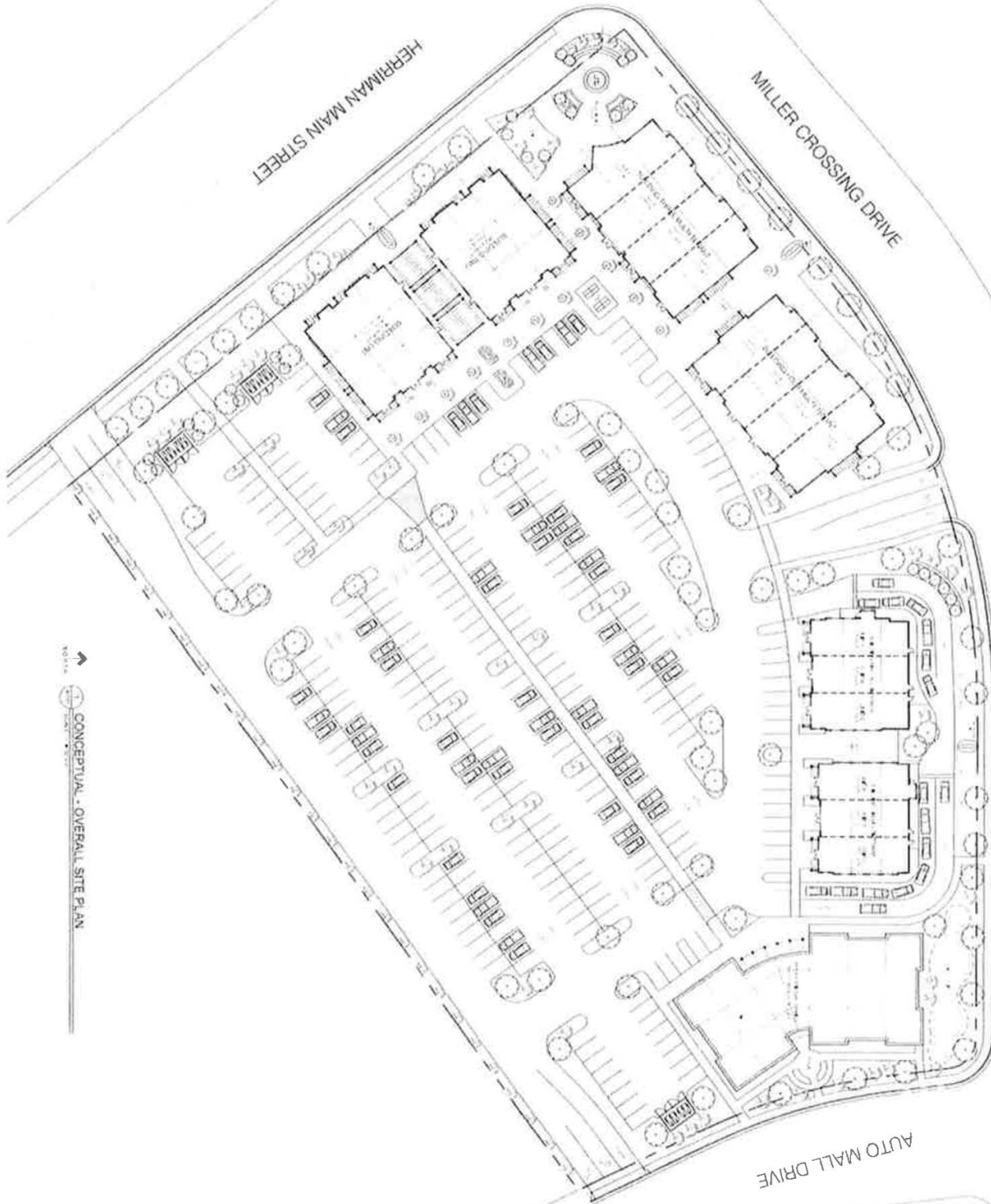


5355 W. Herriman Main St. • Herriman, Utah 84096  
(801) 446-5323 office • herriman.org



**Exhibit D – Concept Plan**





1-1  
 CONCEPTUAL - OVERALL SITE PLAN

CHRONOLOGY

**MOUNTAIN VIEW PLAZA  
RETAIL CENTER**  
 Herriman Main & Miller Crossing  
 Herriman Utah

**LAYTON DAVIS**

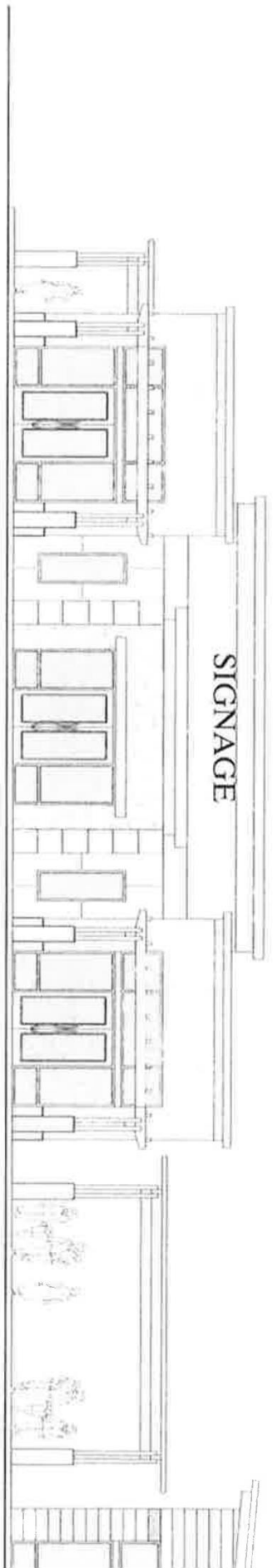
1000 EAST 2000 SOUTH, SUITE 200  
 SALT LAKE CITY, UTAH 84119

PRINT DATE  
 04.03.23  
 226

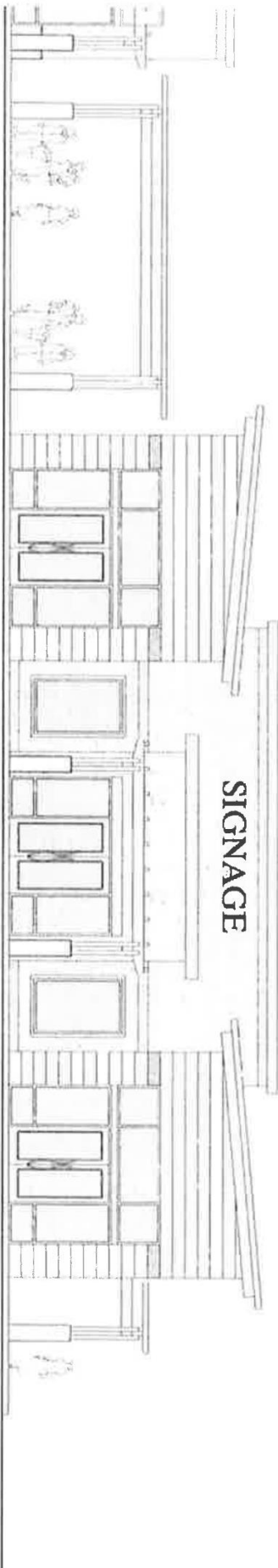
PROJECT NO  
 23.003  
 DRAWN BY/CHK BY  
 CML

TITLE  
 CONCEPTUAL  
 SITE PLAN

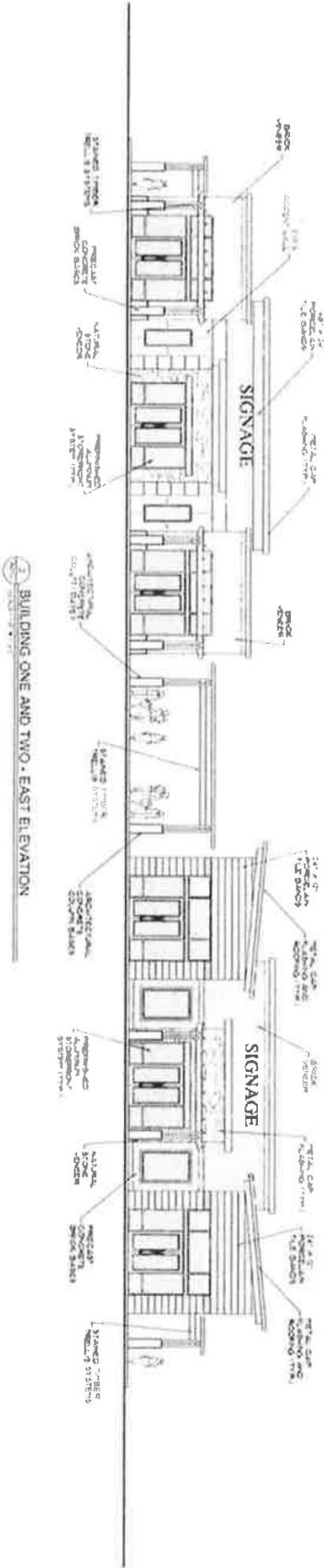
24X36 SHEET #  
 A100



1 BUILDING ONE - EAST ELEVATION



2 BUILDING TWO - EAST ELEVATION



3 BUILDING ONE AND TWO - EAST ELEVATION

DATE  
03.12.23

**LAYTON DAVIS**  
ARCHITECTS  
2005 EAST 200 SOUTH 3000  
SALT LAKE CITY, UT 84119

**MOUNTAIN VIEW PLAZA  
RETAIL CENTER**  
Herriman Main & Miller Crossing  
Herriman, Utah

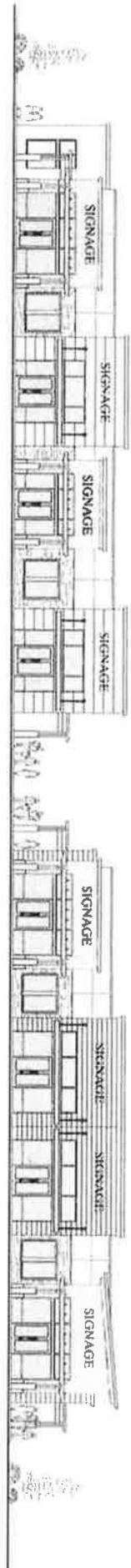
C-IRONOLOGY

PROJECT NO  
23.003

DRAWN BY/CHK BY  
C/ML

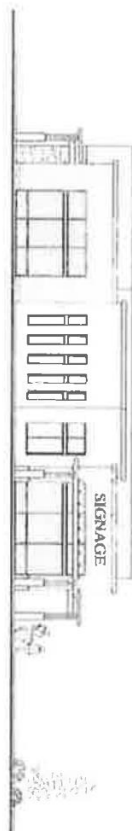
TITLE  
CONCEPTUAL  
BUILDING  
ELEVATIONS

24X36 SHEET #  
**A202**

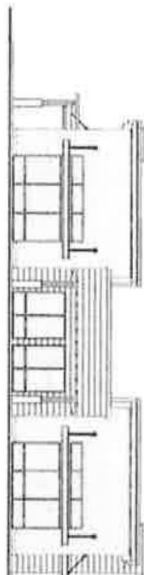


SOUTH EAST (FRONT) ELEVATION - BUILDING THREE

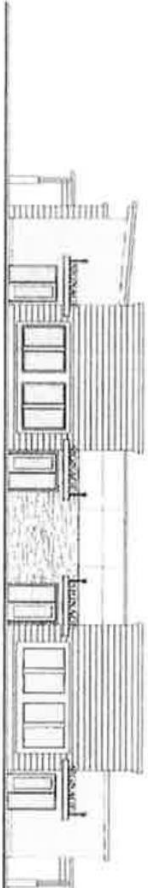
SOUTH EAST (FRONT) ELEVATION - BUILDING FOUR



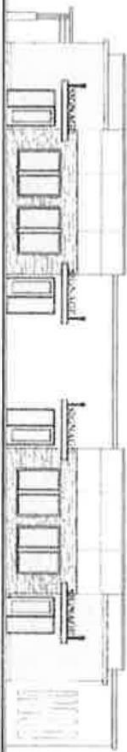
SOUTH WEST (SIDE) ELEVATION - BUILDING THREE



NORTH EAST (SIDE) ELEVATION - BUILDING FOUR



NORTH WEST (STREETSIDE) ELEVATION - BUILDING FOUR



NORTH WEST (STREETSIDE) ELEVATION - BUILDING THREE

BUILDINGS THREE AND FOUR - EXTERIOR ELEVATIONS

BUILDINGS THREE AND FOUR - EXTERIOR ELEVATIONS

BUILDINGS THREE AND FOUR - EXTERIOR ELEVATIONS

LAYTON DAVIS

1015 EAST 2700 SOUTH | SLATE 2011  
SALT LAKE CITY, UTAH 84109

MOUNTAIN VIEW PLAZA  
RETAIL CENTER

Herriman Main & Miller Crossing  
Herriman, Utah

CHRONOLOG

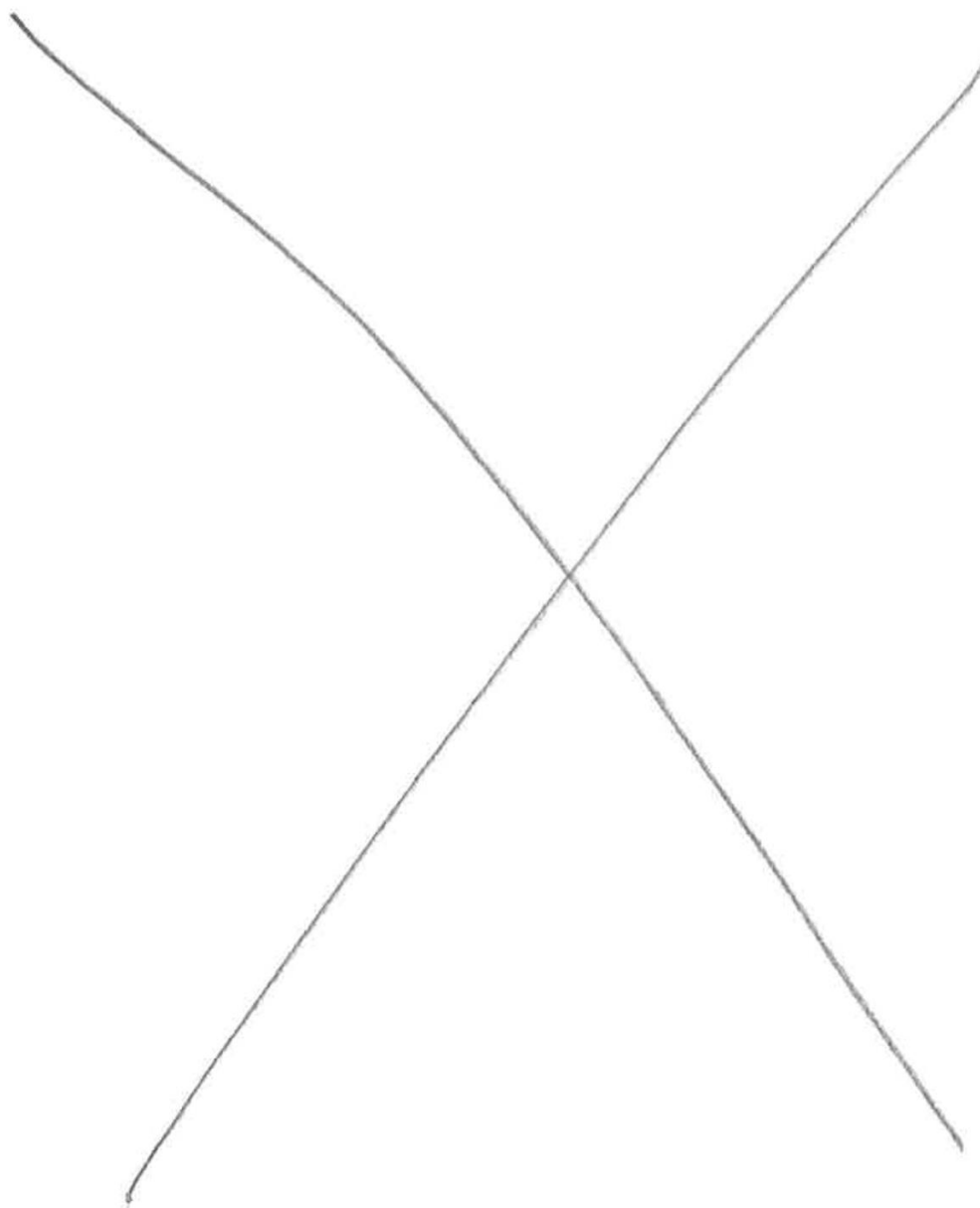
PRINT DATE  
04.12.23  
228

PROJECT NO  
23.003  
DIVN BY/CHK BY  
GML  
TITLE  
BUILDINGS 3 & 4  
EXTERIOR  
ELEVATIONS

24X36 SHEET #  
A202

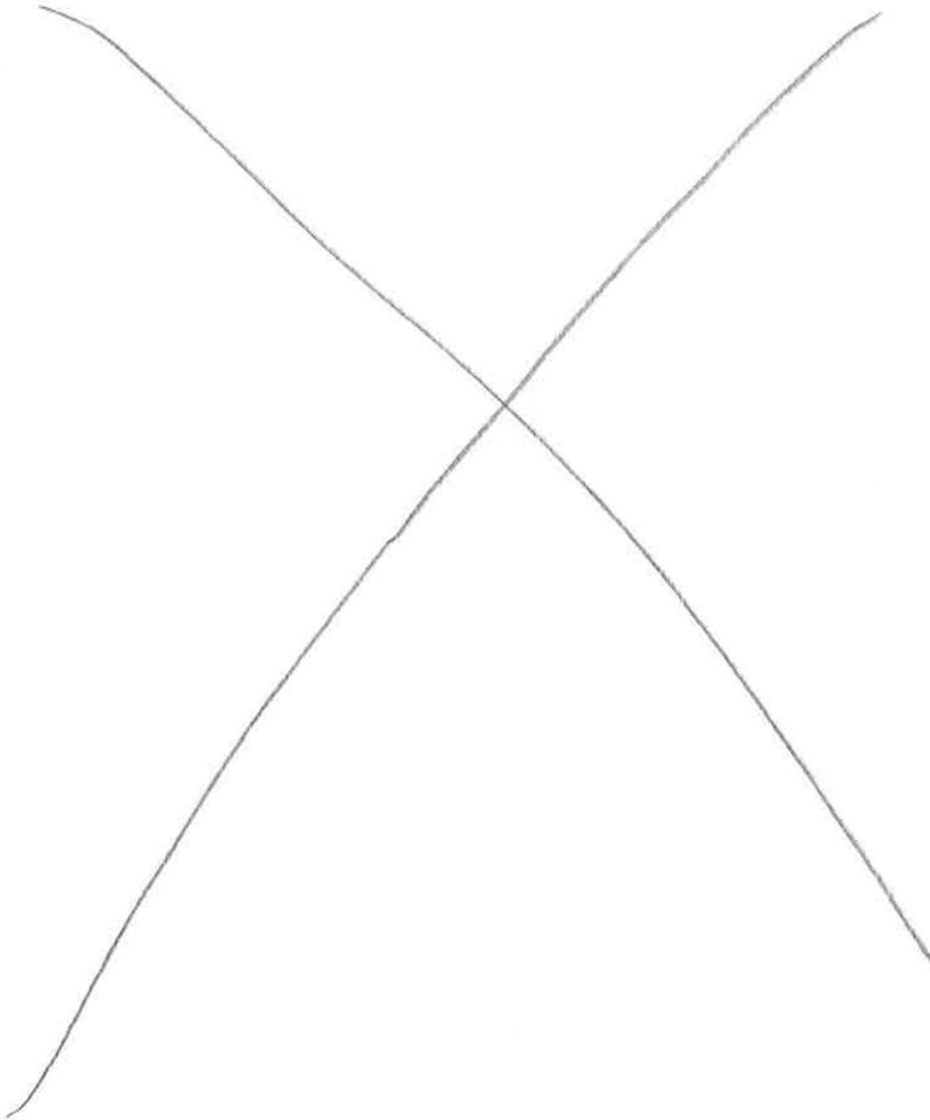


## Exhibit E – Design Guidelines



## Exhibit F – Vested City Code

The vested land use ordinances for the Mountainview Plaza Master Development are on file with the Herriman City Recorder's Office



**HERRIMAN, UTAH**  
**RESOLUTION NO. R17-2023**

**A RESOLUTION AMENDENDING AND RESTATING  
A MASTER DEVELOPMENT AGREEMENT FOR  
MOUNTAINVIEW PLAZA**

**WHEREAS**, the City of Herriman received a proposal from Osmond Capital, LLC to consider an amended and restated master development agreement for commercial development on ±6.0 acres of vacant property located approximately at the intersection of Herriman Main Street and Miller Crossing Drive in the C-2 Commercial Zone; and

**WHEREAS**, the Planning Department on February 3, 2023, mailed and posted notices of a Planning Commission (the "Commission") public hearing to be held on February 15, 2023, to consider the proposed amended and restated master development agreement; and

**WHEREAS**, the Commission met in a regular meeting on February 15, 2023, to consider, among other things, the proposed amended and restated master development agreement; and

**WHEREAS**, the Commission voted 6-0 on February 15, 2023, to recommend the City Council (the "Council") approve the proposed amended and restated master development agreement with additional recommendations; and

**WHEREAS**, the Council met in a regularly scheduled work meeting on February 22, 2023, to consider, among other things, the proposed amended and restated master development agreement; and

**WHEREAS**, the Council on February 22, 2023, requested the applicant consider the Commission's recommendations and prepare a revised amended and restated master development agreement for Council consideration; and

**WHEREAS**, the Council met in a regular meeting on April 12, 2023, to consider, among other things, a resolution to approve the proposed amended and restated master development agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Council that the attached proposed amended and restated master development agreement be approved to govern the development of 6.0 acres of commercial property located at 5143 W Miller Crossing Drive and 12252 S Herriman Auto Row in the C-2 Commercial Zone.

This Resolution assigned no. R17-2023 shall take effect immediately.

**PASSED AND APPROVED** this 12<sup>th</sup> day of April 2023.

**HERRIMAN CITY COUNCIL**

  
\_\_\_\_\_  
Lorin Palmer, Mayor

**ATTEST:**

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



# MOUNTAIN VIEW PLAZA - COMMERCIAL CENTER DESIGN GUIDELINES

MARCH 29, 2023

## EXHIBIT E

### PROJECT NARRATIVE

MOUNTAIN VIEW PLAZA IS A PROPOSED SIX ACRE COMMERCIAL CENTER DEVELOPED BETWEEN THE INTERSECTIONS OF HERRIMAN MAIN STREET, MILLER CROSSING DRIVE, AND AUTO MALL DRIVE. IT CONTAINS NEARLY 35,000 SQUARE FEET OF RETAIL USES AND ALMOST 20,000 SQUARE FEET OF PROFESSIONAL OFFICE USES. IT IS INTENDED TO BECOME A COMMERCIAL VILLAGE OFFERING THE NEIGHBORHOOD A VARIETY OF FOOD, PROFESSIONAL SERVICES, SHOPPING, AND SOCIAL ENJOYMENT TO ADD TO AND SUPPORT A GROWING HERRIMAN.

PROVIDED BY LAYTON DAVIS ARCHITECTS

# DESIGN GUIDELINES

## **SITE DESIGN CONSIDERATIONS**

The Site Layout is intended to try to *hide* the **required** amount of parking from the Major Streets and Intersections, as best as possible. There will be a wide sidewalk dividing the internal parking area which will create a secondary safe cross-access for the site.

We are proposing that we provide a total of 5 stalls per 1,000 square feet of gross area of the total amount of office and retail square footage. We would then be allowed to increase that quantity by 10%. This would, with the current layout (54,164 sq. ft.), allow us to have 298 parking stalls.

## **INTERNAL PARKING PLAZAS AND LANDSCAPING**

There will be a setback of no less than 12 feet from any car parked fronting the retail buildings. The front plaza area will be a mixture of paving, landscaping, and a variety of site amenities [benches, bike parking, etc.] in front of the buildings. Parking stalls rows will be interrupted at a minimum every 11 stalls with an 8-foot-wide landscape island. Each of the islands exceeding 30 feet in length will be furnished with two trees. Light poles will also be placed in some of these islands.

Where the pedestrian access crosses over a parking area driveway these crossing areas will be a different type of paving, texture, and perhaps slightly raised.

## **STREET SIDE PLAZAS AND LANDSCAPING**

Along Herriman Main and Miller Crossing Drive there will also be plazas developed between the property line and the buildings of no less than 15 feet. These areas will be a mixture of paving, landscaping, and site amenities. These plazas will be designed appropriately for the type of tenancy in those buildings and coordinated with the development of the park strip between the property lines and the street curb, with the Herriman City Planning and Engineering departments.

There will be the required trees at 30 feet minimum spacing along the public rights-of-way. Special attention and landscaping berms and buffers will be employed surrounding the dumpster locations shown in Exhibit D. The dumpsters will be a minimum of 40 feet from Herriman Main and a minimum of 18 feet from Auto Mall Drive. We will also employ berm walls and landscaping buffers between the drive-thru lanes and Miller Crossing Drive to mitigate the view of vehicles and to obscure their headlights in the evening.

There will be a Major Landscaping and Public Node Feature on the corner of Herriman Main Street and Miller Crossing Drive. This plaza will offer a place to congregate and invite

pedestrians into the development. This space will serve as Mountain View Plaza. There will be a major monument sign identifying Mountain View Plaza.

### **STREET SIDE PLAZAS AND MONUMENT SIGNAGE**

Between the pairs of buildings and their internal adjoining courtyards, we would like to see monument signs at each of these three locations, identifying each of the tenants in those pairs of buildings. The monument signs would be no greater than six feet tall, twelve feet wide, and two feet deep. Their design and material would be consistent with the building pair.

### **BUILDING SIGNAGE**

Each tenant will be allowed to have Building Fascia Signage on the Front and the Rear Facades of the building. The maximum signage area for the FRONT will be 30" high by 70% of the frontage of their space. The maximum signage area for the REAR will be 24" high by 60% of the frontage of their space.

### **BUILDING SETBACKS**

The proposed building set back will be a minimum of 15 feet from any property line, 20 feet maximum, except for the two buildings with drive-thrus, they will be less than 50 feet from the property line.

### **BUILDING DESIGN CRITERIA**

The Retail Buildings will be a maximum of 24 feet in height and single story. The Professional Office Building will be a maximum of 35 feet and will be two stories. All Retail Buildings should have a 36" minimum parapet on all exterior wall sides to serve as a mechanical equipment screen. The Professional Office Building will have a mechanical equipment screen of 48" from the top of the roof inset at least 25 feet from the building's exterior walls.

Retail Buildings will be required to have 30% of their facades glazed on both the front, side, and rear of the buildings when facing a plaza or courtyard.

Each Retail Building is intended to be unique and different from their "paired" building. The intention will be to use similar materials on the "paired" building, but not mirror or replicate the building. We will call these "siblings".

It is also the intension to use similar materials, but change the compositions and colors of those materials so the each "sibling pair" look clearly different than the other pairs. We will refer to these pairs of siblings as Mountain View Plaza "cousins". The Office Building will also be a "cousin" and will fit into the same Village material and color palette.

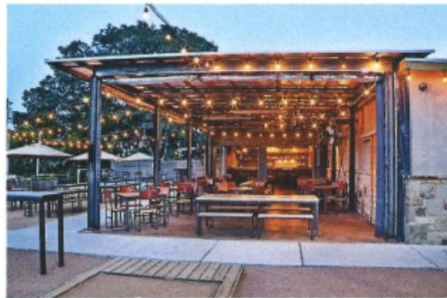
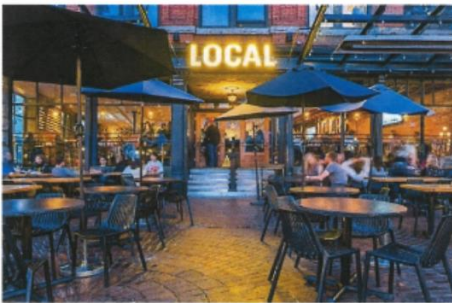


## **VILLAGE MATERIAL PALETTE**

Along with the previously defined glazing percentages. All the glazing will be a Dark Bronze, prefinished aluminum storefront, with a 1" insulated CLEAR glass system. All storefront doors are to match, unless otherwise approved by the Planning Staff.

All the "non-glazed" exterior surfaces must be 70% compositions of the following materials: Thin Veneer Natural Stone; Brick Veneer; Exterior Rated Large Format Porcelain or Stone Tile; this leaves a balance of up to 30% accent in a super smooth finish Masterwall Stucco. This material is much smoother and more of a Fresco-like finish than typical EIFS products.







## AMENDMENT NO. 1

This Amendment is to the Amended and Restated Development Agreement for Mountainview Plaza dated July 26, 2023 ("Agreement"). This Amendment shall be effective on the last day the parties sign this document.

Therefore, the parties seek to make the following amendments to the Agreement.

(New language in Green Underline; Deleted language in ~~Red Strikethrough~~)

### 4. Applicant Obligations.

b. *Uses.* The permitted uses allowed in the Project shall be as follows:

Recreation and Entertainment, Indoor

Office, Professional

Office, Medical

Retail, General

Restaurant, Fast food

Restaurant, General

Restaurant, Bar

Personal Services

Exercise / Gym / Sauna / Spa

Animal Services (same day only / no overnight / no boarding)

(Thirty-five percent of the total floor area for the Project (approximately 50,000 sq. ft.) shall be dedicated to Indoor Recreation and Entertainment, ~~or~~ General Restaurant, and Bar Restaurant uses.)

To evidence the parties' agreement to this Amendment, each party has executed it on the date stated under that party's signature block.

**Herriman City**

**Mountainview Plaza, LLC**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

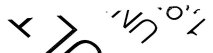
Name: \_\_\_\_\_

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

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

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

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







DESIGN LEGEND

- S1:** INTERNALLY LIT D/S MONUMENT SIGN  
- 6'-0" x 10'-6" OVERALL
- S2:** INTERNALLY LIT D/S MONUMENT SIGN  
- 6'-0" x 10'-6" OVERALL
- S3:** INTERNALLY LIT D/S MONUMENT SIGN  
- 6'-0" x 10'-6" OVERALL

PLOT MAP SCALE: 1" = 100'-0"

FILE LOCATION: Google Drive (G:) / Shared Drives / ALL JOBS / 2024-5702-Mountain View Plaza-Mountain View Plaza-Herriman / 03 DESIGNER DRAWINGS

ALLIED  
ELECTRIC SIGN  
& Awning

WWW.ALLIED-SIGN.COM

CLIENT: Mountain View Plaza  
ADDRESS: 12283 S. Herriman Main St.  
Herriman, UT 84096  
DESIGNER: Jocelyn  
ACCOUNT EXEC.: Regina Hewlett  
DATE: 06/13/24  
FILE NAME: Mountain View Plaza (Herriman) - Sign Package 03 (Permit)

REV.	DATE	BY	DESCRIPTION
1	02.09.24	JH	Customer wanted to see stone veneer on base
2	02.15.24	JH	Customer wanted to see 12 tenants on sign
3	05.21.24	JH	Removal of channel letters from SOW
4	06.13.24	JH	Column extended / column removed
5	00.00.24	XX	xxxx
6	00.00.24	XX	xxxx
7	00.00.24	XX	xxxx
8	00.00.24	XX	xxxx
9	00.00.24	XX	xxxx
10	00.00.24	XX	xxxx

Client Approval	DATE
AE Approval	DATE
Landlord Approval	DATE



Survey	NAME & DATE
Permit	00/00/23
Stage	PERMIT
	1 of 3



S1. - S3.) MONUMENT SIGNS
INTERNALLY LIT D/S MONUMENT SIGNS

ALLIED TO MANUFACTURE & INSTALL
QTY (3) INTERNALLY LIT D/S MONUMENT SIGNS

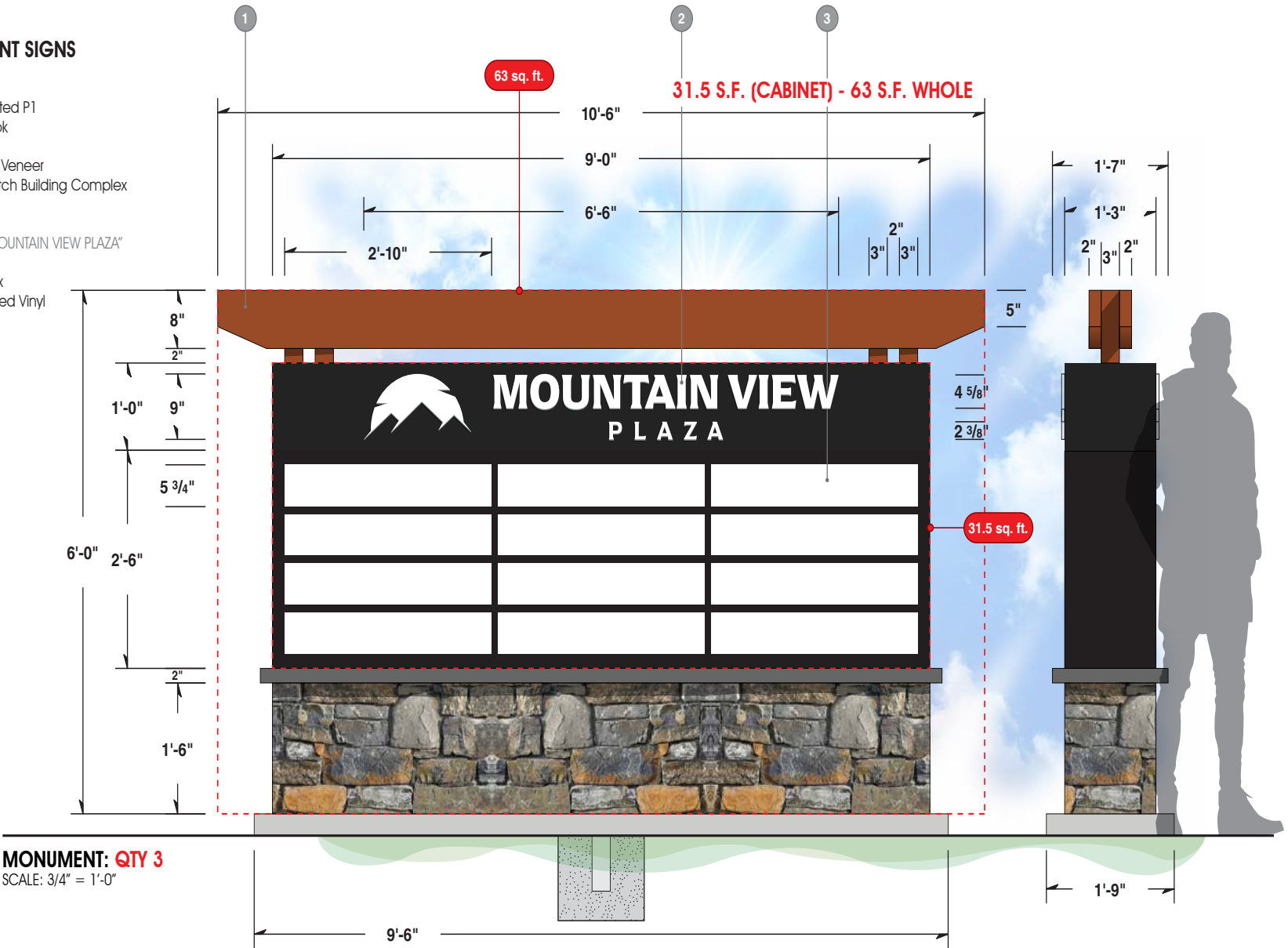
- 1 MAIN SIGN BODY:
A TOP ACCENT: 2 x 8 Aluminum Rec Tube Painted P1
\*Angles Cut on Ends to Create "Pergola" Look
B POSTS: 3 x 3 Aluminum Posts Painted P1
C BASE: 2" Delta Jackson Ledge Natural Stone Veneer
in Black, Blue/Gray, Brown, Gold, Rose to Match Building Complex
D CAP: .063 Aluminum Painted P4
E MOW PAD: Concrete 3" Above Grade
2 INTERNALLY LIT D/S CABINET W. PUSH THRU: "MOUNTAIN VIEW PLAZA"
A FACES: .090 Aluminum Painted P2
Routed & Backed w. 3/16" Trans White Plex
1/2" Clear Plex Applied Thru Face w. Applied Vinyl
• VINYL: Vinyl to Match V1
B RETURNS: .063 Aluminum Painted P2
C ILLUMINATION: White LED's
D POWER SUPPLY: Housed in Cabinet
3 INTERNALLY LIT D/S CABINET SIGN: "TENANTS"
A FACES: 3/16" Trans White Plex
B RETAINERS: 2" .063 Black Aluminum
• T-BAR: 1 1/2" Aluminum Painted P3
C RETURNS: .063 Black Aluminum
D ILLUMINATION: White LED's
E POWER SUPPLY: Housed in Cabinet
- Support & Footing TBD
• Visible Disconnect Switch at Sign
• 120V Service Supplied by Others
• ELECTRICAL GROUNDED TO PIPE SUPPORT

PAINT SCHEDULE

P1:	PCM Wood Trellis
P2:	Dk Bronze to Match Building
P3:	Valspar Black, Gloss
P4:	Valspar in Dk Gray

VINYL SCHEDULE

V1:	3M White 3630-20
-----	------------------



MONUMENT: QTY 3
SCALE: 3/4" = 1'-0"

POWER REQUIREMENTS:
PROVIDED BY OTHERS
(1) 20 AMP Circuit / 120 Volts

ACCURATE FIELD SURVEY REQUIRED
PRIOR TO FABRICATION

PERMIT
PERMIT READY ARTWORK

ALLIED ELECTRIC SIGN & AWNING
WWW.ALLIED-SIGN.COM

CLIENT: Mountain View Plaza
ADDRESS: 12283 S. Herriman Main St.
Herriman, UT 84096
DESIGNER: Jocelyn
ACCOUNT EXEC.: Regina Hewlett
FILE NAME: Mountain View Plaza (Herriman) - Sign Package 03 (Permit)
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7	00.00.24	XX	xxxx
8	00.00.24	XX	xxxx
9	00.00.24	XX	xxxx
10	00.00.24	XX	xxxx

Client Approval	DATE
AE Approval	DATE
Landlord Approval	DATE

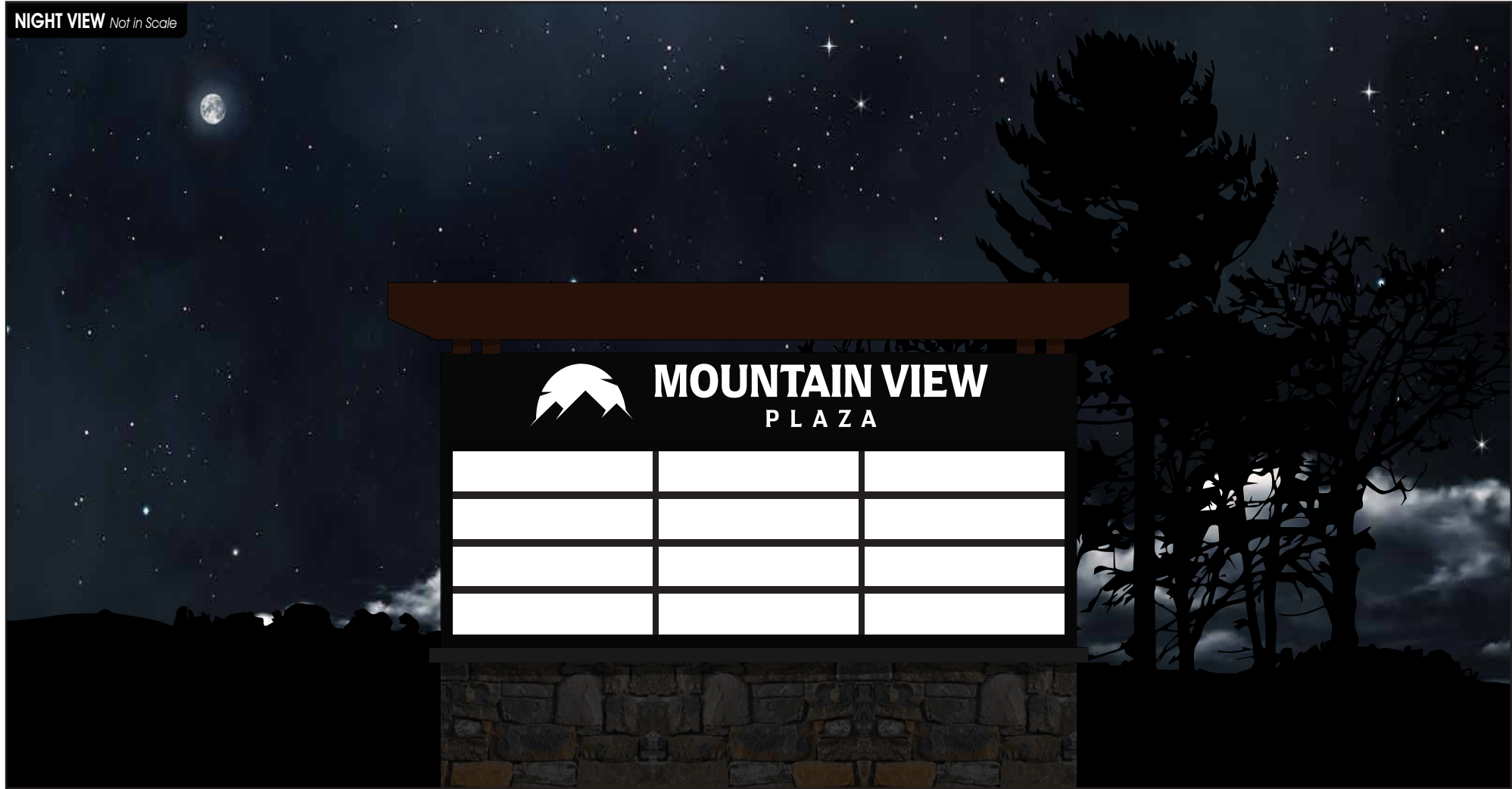
WARRANTY
5 YEAR 5 L.E.D.
NAME & DATE
00/00/23
PERMIT
2 of 3

S1. - S3.) MONUMENT SIGNS  
NIGHT VIEW

⚠ ACCURATE FIELD SURVEY REQUIRED  
PRIOR TO FABRICATION

PERMIT  
PERMIT READY ARTWORK

NIGHT VIEW *Not in Scale*



NIGHT VIEW  
SCALE: 3/4" = 1'-0"

FILE LOCATION: Google Drive (G:) / Shared Drives / ALL JOBS / 2024-5702-Mountain View Plaza-Mountain View Plaza-Herriman / 03 DESIGNER DRAWINGS



ALLIED  
ELECTRIC SIGN  
& Awning

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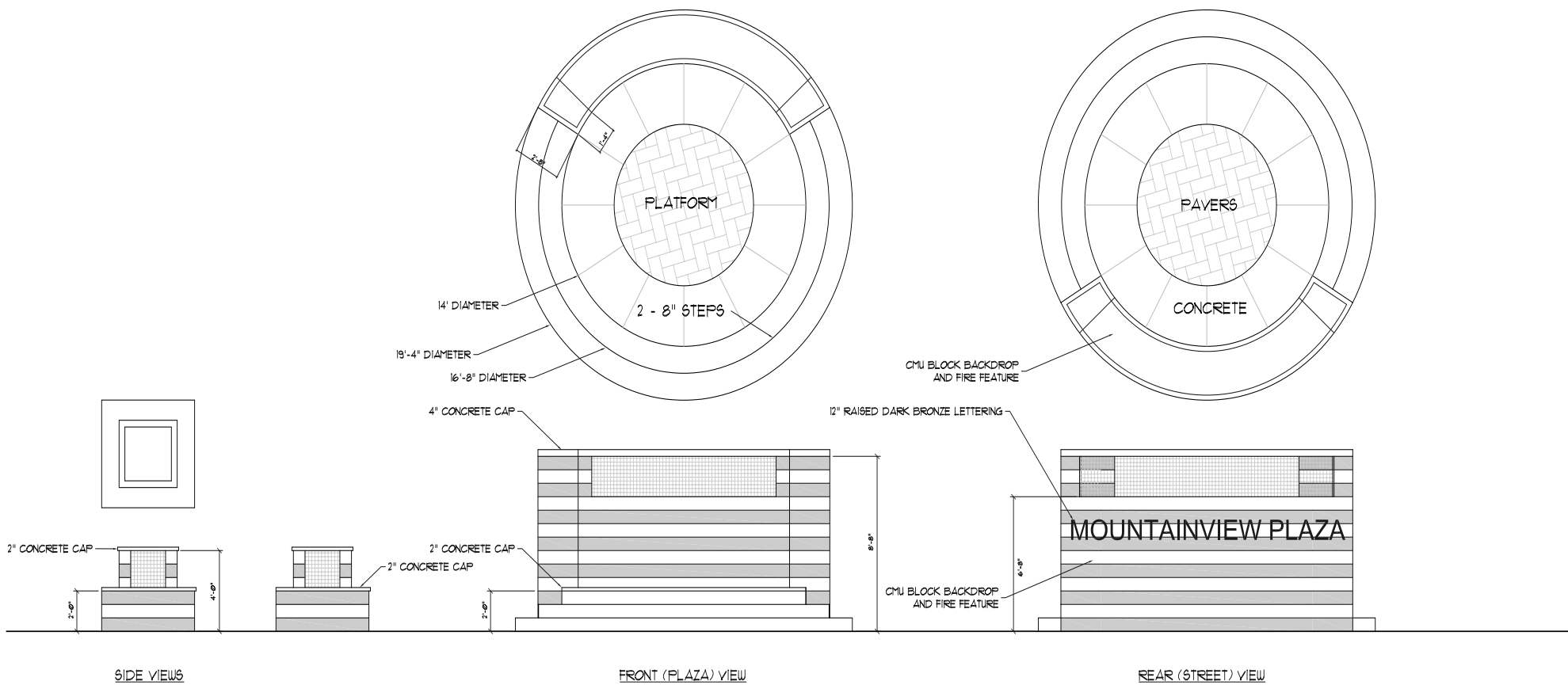
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8	00.00.24	XX	xxxx
9	00.00.24	XX	xxxx
10	00.00.24	XX	xxxx

Client Approval	DATE
AE Approval	DATE
Landlord Approval	DATE



Survey	NAME & DATE
Permit	00/00/23
Stage	PERMIT
	3 of 3





## Planning Commission Meeting

July 17, 2024

Time: 7pm

Place: 5355 W Herriman Main St.

Please Contact Herriman City Planning  
With Questions/ Concerns At:  
[planning@herriman.org](mailto:planning@herriman.org)  
OR  
801-446-5323  
File No: 2024-037



# PUBLIC NOTICE

You are encouraged to attend a Public Hearing regarding a request that has been made by Aaron Osmond w/ Mountainview Plaza LLC for Master Development Agreement Amendment (MDA) consideration of Mountainview Plaza MDA at 12252 S Herriman Main Street in the C-2 Zone (Commercial).



Scan the QR Code or go to [www.herriman.org/Public-Notices](http://www.herriman.org/Public-Notices) for more plat information

Staff Reports available at <https://www.herriman.org/pc-agendas-minutes> on 07/12/2024

Attachment G

**HERRIMAN, UTAH RESOLUTION NO. R -2024**

**A RESOLUTION AMENDINDING  
A MASTER DEVELOPMENT AGREEMENT FOR  
MOUNTAINVIEW PLAZA**

**WHEREAS**, the City of Herriman received a proposal from Osmond Capital, LLC to consider an amended master development agreement for commercial development on ±6.0 acres of vacant property located approximately at the intersection of Herriman Main Street and Miller Crossing Drive in the C-2 Commercial Zone; and

**WHEREAS**, the Planning Department on July 3, 2024, mailed and posted notices of a Planning Commission (the “Commission”) public hearing to be held on July 17, 2024, to consider the proposed amended master development agreement; and

**WHEREAS**, the Commission met in a regular meeting on July 17, 2024, to consider, among other things, the proposed amended and restated master development agreement; and

**WHEREAS**, the Commission voted 4-0 on July 17, 2024 to recommend the City Council (the “Council”) approve the proposed amended master development agreement with additional recommendations; and

**WHEREAS**, the Council met in a regular meeting on August 28, 2024, to consider, among other things, a resolution to approve the proposed amended and restated master development agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Council that the attached proposed amended master development agreement be approved to govern the development of 6.0 acres of commercial property located at 5143 W Miller Crossing Drive and 12252 S Herriman Auto Row in the C-2 Commercial Zone.

This Resolution assigned no. R\_\_\_\_-2024 shall take effect immediately.

**PASSED AND APPROVED** this 28<sup>th</sup> day of August 2024.

**HERRIMAN CITY COUNCIL**

\_\_\_\_\_  
**Lorin Palmer, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Jackie Nostrom, MMC**  
City Recorder



## STAFF REPORT

**DATE:** August 22, 2024

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

**FROM:** Todd Sheeran

**SUBJECT:** A Resolution giving Notice of Pending Ordinance to make changes in HCC §§ 10-3-6 (Land Use Definitions) and 10-16-1 (Table of Uses) relating to tobacco establishments and sales.

---

**RECOMMENDATION:**

**Approve** the attached resolution.

**ISSUE BEFORE COUNCIL:**

Should the Council approve this Resolution, which gives a notice of pending ordinance related to tobacco establishments and sales.

**BACKGROUND/SUMMARY:**

City Code has a specific definition for “retail tobacco specialty business,” which is prohibited in all zones. However, that definition is difficult to apply to an application and is not consistent with the definition found in Utah Code. To avoid any issues in an application, staff determined that the Council should consider passing a notice of pending ordinance, so staff can have time to create appropriate regulations for tobacco establishments.

**DISCUSSION:**

A notice of pending ordinance is a tool for municipalities to use when either (1) a municipal regulation is problematic or (2) an unregulated area of law. Staff identified an issue with the definition “retail tobacco specialty business, which is defined as a commercial establishment in which “a. the sale of tobacco products accounts for more than thirty five percent (35%) of the total annual gross receipts for the establishment; b. Food and beverage products, excluding gasoline sales, is less than forty five percent (45%) of the total annual gross receipts for the establishment; and c. The establishment is not licensed as a pharmacy under Utah State Code title 58, chapter 17b, Pharmacy Practice Act.”

This definition is problematic for two reasons. First, the City does not review annual gross



receipts of any establishments and has no way of verifying whether a business should be classified as a retail tobacco specialty business. Second, Utah Code and the Salt Lake County Health Department define tobacco specialty shops differently than the City's definition. Utah law has changed its regulations on tobacco sales, including its definitions, and City Code needs to comply with those changes made in Utah Code.

**ALTERNATIVES:**

- Not pass the resolution.
- Modify the resolution.

**FISCAL IMPACT:**

**ATTACHMENTS:**

Resolution No. 2024-xx

**RESOLUTION NO. 2024-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HERRIMAN, UTAH, GIVING A NOTICE OF PENDING ORDINANCE TO MAKE CHANGES IN TITLE 10-3-6 (LAND USE DEFINITIONS) AND 10-16-1 (TABLE OF USES) RELATING TO TOBACCO ESTABLISHMENTS AND SALES.**

**WHEREAS**, the City has identified a definition issue with the land use definition of “retail tobacco specialty business;” and

**WHEREAS**, a retail tobacco specialty business is defined as a commercial establishment in which “a. the sale of tobacco products accounts for more than thirty five percent (35%) of the total annual gross receipts for the establishment; b. Food and beverage products, excluding gasoline sales, is less than forty five percent (45%) of the total annual gross receipts for the establishment; and c. The establishment is not licensed as a pharmacy under Utah State Code title 58, chapter 17b, Pharmacy Practice Act.”

**WHEREAS**, this definition is problematic because the City does not review the annual gross receipts of any establishments and has no way of verifying whether a business should be classified as a retail tobacco specialty business; and

**WHEREAS**, the City’s table of uses states that retail tobacco specialty businesses are prohibited in all zones; and

**WHEREAS**, the City’s table of uses, however, does not address tobacco sales as an accessory use, which would be the case for many gas stations; and

**WHEREAS**, Utah law has changed its regulations on tobacco sales, including its definitions, and City Code needs to comply with those changes made in Utah Code; and

**WHEREAS**, based on the above, the Council finds a compelling, countervailing public interest in giving this notice of pending ordinance.

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

**SECTION 1. Notice of Pending Ordinance.** The Council hereby adopts a Notice of Pending Ordinance related to animal establishments in Title 10. *See* Exhibit B.

**SECTION 2. Duration.** This Notice of Pending Ordinance shall be in place until the City Council has adopted regulations related to the contents of the Notice of Pending Ordinance, or 180 days from the date of this Resolution, whichever occurs first.

**SECTION 3. Effective Date.** This Resolution shall become effective immediately upon passage.

**APPROVED BY THE CITY COUNCIL OF THE CITY OF HERRIMAN, UTAH, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024 BY THE FOLLOWING VOTE:**

Mayor: \_\_\_\_\_  
Lorin Palmer

Attest: \_\_\_\_\_  
City Recorder