



CITY COUNCIL AGENDA

Wednesday, October 09, 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. Council discussion of future citizen recognitions

2. Administrative Reports

- 2.1. Economic Development Quarterly Update – Sandra Llewellyn, Economic Development Coordinator
- 2.2. City Status Report – September 2024 – Trevor Ram, Management Analyst
- 2.3. 2024 Blackridge Reservoir Review – Wendy Thomas, Assistant City Manager

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 or by visiting 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. Wasatch Front Waste and Recycling District Report – Pam Roberts, WFWRD Executive Director
- 8.2. Salt Lake County Public Safety Bond Presentation – Salt Lake County Council Chair Laurie Stringham & Salt Lake County Sheriff Chief Deputy Matthew Dumont

9. Public Hearings

- 9.1. Consideration of Approval of Mountain Ridge Park Design – Bryce Terry, City Engineer

10. Consent Agenda

- 10.1. Approval of the September 11, 2024, City Council meeting minutes
- 10.2. JVWCD Block 1 Water Purchase Agreement Amendment – Justun Edwards, Public Works Director
- 10.3. JVWCD Block 2 Water Purchase Agreement – Justun Edwards, Public Works Director
- 10.4. Accounting of Recently Approved Change Orders – Bryce Terry, City Engineer

11. Discussion and Action Items

- 11.1. Consideration to Amend Chapter 10-15, Article E “Sports and Entertainment Mixed Use Overlay Zone” of the Herriman City Ordinance – Blake Thomas, Community Development Director
- 11.2. Consideration to amend the Herriman City Zoning map by applying the Sports and Entertainment Mixed-Use (SEMU) Overlay Zone to property generally located between Miller Crossing Drive and Midas Creek, and between Herriman Main Street and Mountain View Corridor – Blake Thomas, Community Development Director
- 11.3. Discussion and Consideration of an Agreement to Defer Payment of Building Permit Fees for a Proposed Hotel in the Anthem Commercial Center –Blake Thomas, Community Development Director
- 11.4. Discussion and consideration of 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) – Clint Spencer, Planning Manager
- 11.5. Consideration to Approve Reimbursement Agreement for the Mountain Ridge Park Project with Edge Homes – Bryce Terry. City Engineer

12. Future Meetings

- 12.1. Next Planning Meeting: October 16, 2024
- 12.2. Next City Council Meeting: October 23, 2024

13. Events

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

15. Adjournment

16. Recommitte 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 the 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

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(801) 446-5323 office • herriman.org

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, Angela Hansen, 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 and on Herriman City's website at www.herriman.org. Posted and dated this 3rd day of October 2024. /s/
Angela Hansen, Deputy City Recorder



STAFF REPORT

DATE: September 23, 2024

TO: The Honorable Mayor and City Council

FROM: Sandra Llewellyn, Econ. Dev. Coordinator

SUBJECT: Economic Development Quarterly Update

RECOMMENDATION:

This staff report is being provided for information only. Staff would be happy to answer any questions or concerns from the City Council.

DISCUSSION:

Per the request of City Council, attached is an update to the commercial developments within the city.

Businesses that have been opened this quarter:

A Lo Maracucho

Heartland Dental (Boulder Corridor Dental)

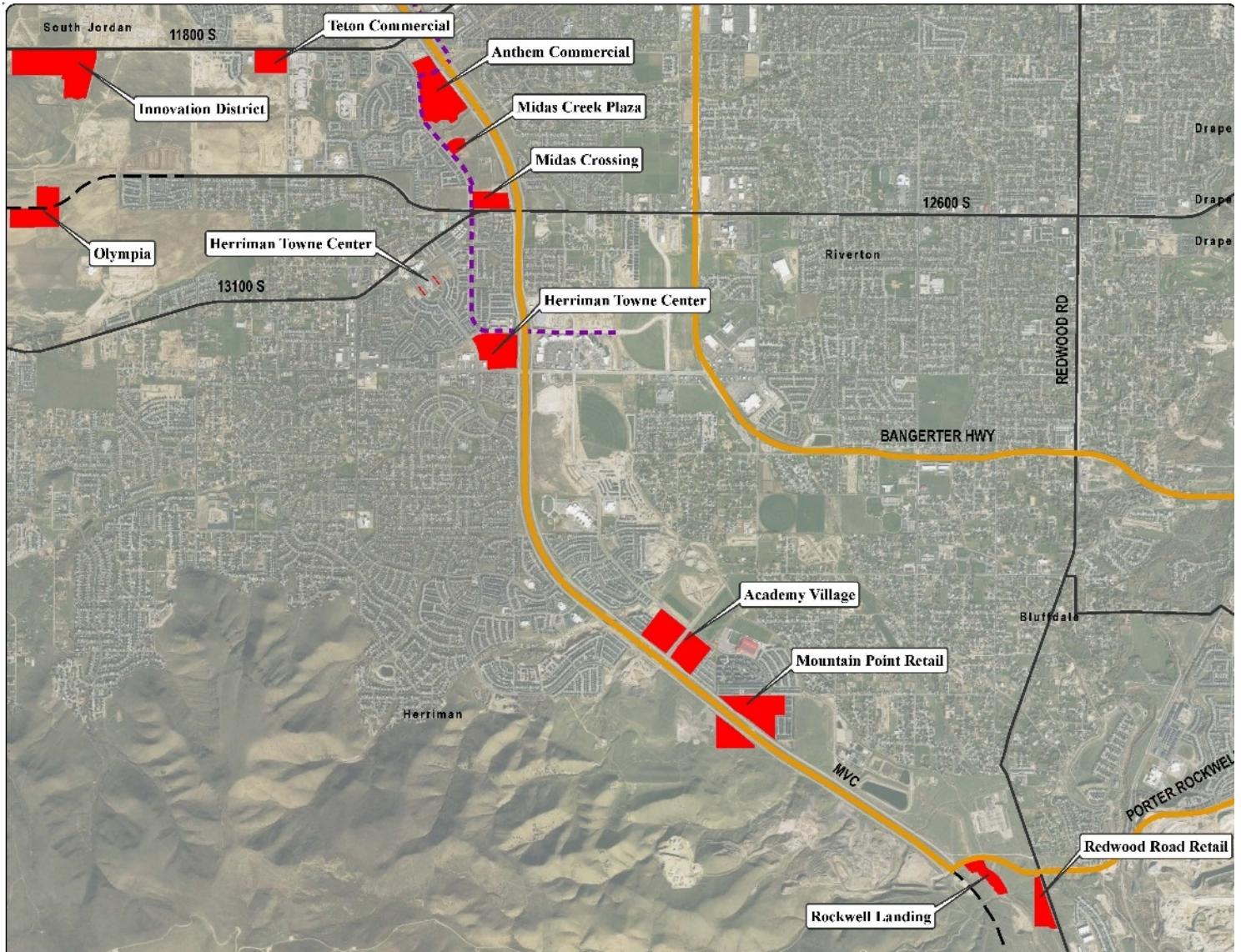
Pizzeria 24

Serendipity Multicultural Center

Royal Pickleball USA

ECONOMIC DEVELOPMENT UPDATE

NEW COMMERCIAL BUSINESSES 2024 (As of 9/26/24)	TOTAL COMMERCIAL BUSINESSES
25	229





Academy Village (located off MVC and Real Vista Dr)

Development on POD 35 is progressing with the development of new buildings in addition to Lee's Market Building. Development has begun on the next level of the commercial center with the near completion of 2 more buildings. Businesses that are in process are:

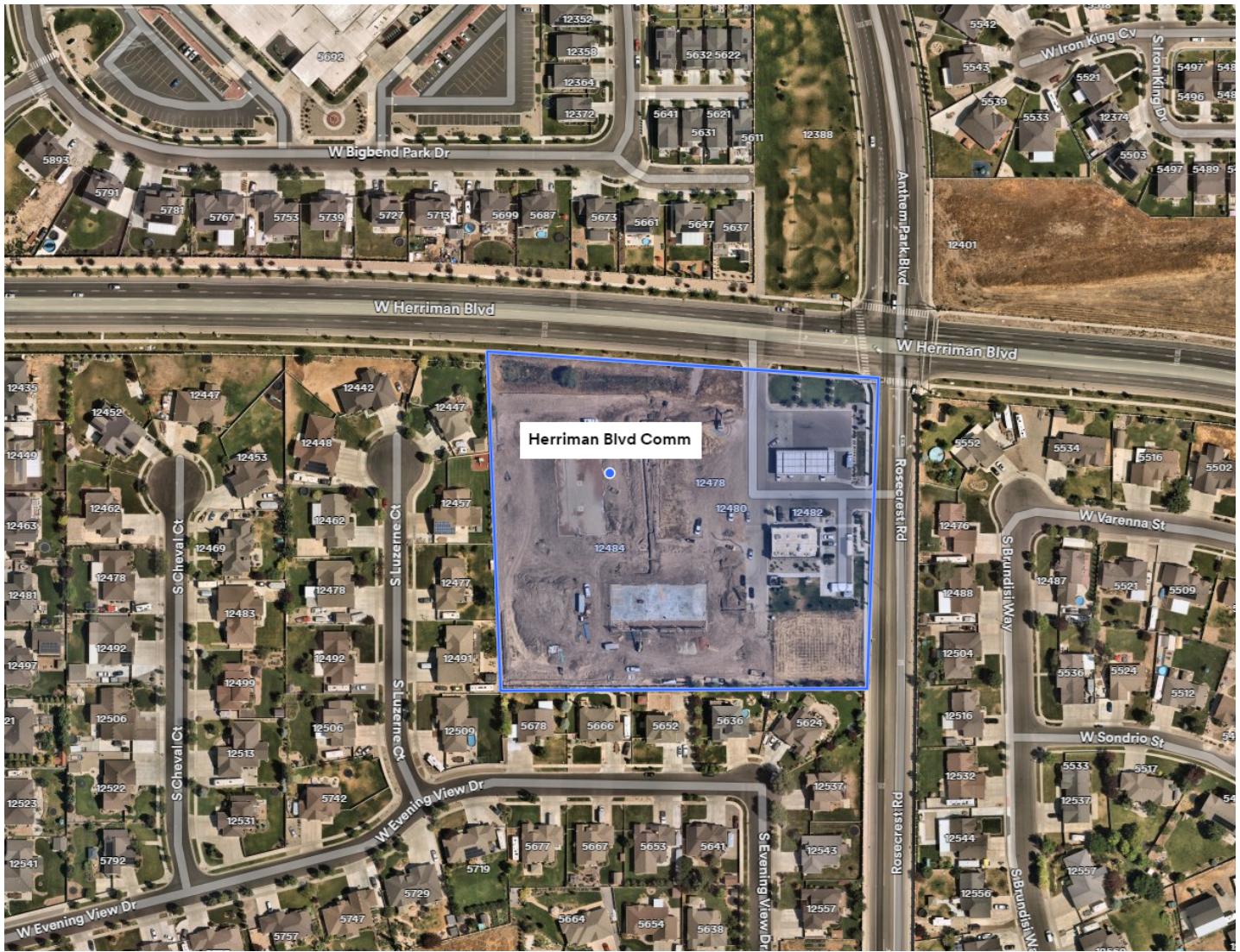
LOIs & Leases	TI Stage/Construction
Starbucks	Forza24 Gym
Korean fast casual restaurant	SodaMix
Veterinary Clinic	Santo Taco
Medical Clinic	Iceberg Drive Inn
Car Wash	Viava Nail Bar
Gas Station	
Hotel	



Anthem Commercial (Located between Herriman Main and MVC)

Development on the south end of the commercial center is progressing.
 Businesses that are in process are:

LOIs & Leases	TI Stage/Construction
Hippo Veterinary	Pickle & Poach
Chartway CU	Game Haven
Automotive Services	Enchanted Event Center
Fast Casual Restaurant	Holiday Inn Express



Herriman Blvd Commercial (Located SW of 5600 W Herriman Blvd)

Businesses that are in process are:

LOIs & Leases	TI Stage/Construction
Fast Food	
Medical Services	
Personal Services	
Animal Services	
Retail	



Herriman Towne Center (Located 13400 s and Herriman Main)

Continual development and meetings are being held for the Commons at Herriman Towne Center located at 13400 S and MVC. Businesses that are in process are:

LOIs & Leases	TI Stage/Construction
	My Sweet Churro



Midas Crossing/Garden Plots/AutoMall (Located Herriman Blvd and Herriman Main)

Businesses that are in process are:

LOIs & Leases	TI Stage/Construction
National Chain Restaurants	Zions Bank
Personal Services	Toscana Restaurant
	Seven Brother's
	Axio Car Dealership
	Discount Tire



Mountain View Plaza (Located Herriman Main and Midas Crossing)

All approved buildings in Mountain View Plaza are in the construction phase.
 Businesses that are in process are:

LOIs & Leases	TI Stage/Construction
Bakery	The Station Bar
Soda Shop	Red Fuego
Reception Center	Kinetic Fitness and Pilates
	Plunj
	Southern Veterinary Partners
	Thai Better
	Mystic Nail Bar



Mountain Point Retail (Located Academy Pkwy and Maradona Dr)

Development on lot 104 for two commercial buildings was approved in August 2023. The North side is a 3 lot subdivision with pads near completion.



Rockwell Area (Located Porter Rockwell and Redwood Rd)

Businesses that are in process are:

LOIs & Leases	TI Stage/Construction
Wholesale Meat Distribution	Axia Business Park



Studio Business Complex (Located 11800 S MVC)

Construction underway for the Class A office building. Businesses that are in process are:

LOIs & Leases	TI Stage/Construction
Carwash	Office Building
Gas Station	Extra Space Self Storage/RV



Teton Commercial (located 11800 S Mustang Trail Way)

Businesses that are in process are:

LOIs & Leases	TI Stage/Construction
Event Center	
Medical/Dental Services	
Personal Services	
Fast Casual Restaurant	
Retail	



STAFF REPORT

DATE: September 26, 2024

TO: The Honorable Mayor and City Council

FROM: Trevor Ram

SUBJECT: City Status Report – September 2024

RECOMMENDATION:

Staff recommends approval of the City Status Report.

ISSUE BEFORE COUNCIL:

Should the City Council approve the City Status Report for September 2024?

BACKGROUND/SUMMARY:

This is the City Status Report for September 2024.

DISCUSSION:

Attached is the City Status Report for September 2024.

ALTERNATIVES:

- 1) City Council may approve the City Status Report (recommended).
- 2) City Council may not approve the City Status Report.

FISCAL IMPACT:

ATTACHMENTS:

HERRIMAN CITY STATUS REPORT

AS OF SEPTEMBER 30, 2024

BUILDING PERMITS - SEP 2024

Issued: (Compare previous year)

39
(40) **11**
(5) **52**
(46)
Residential *Commercial* *Other*

New Residential Units:

33
Single Family **26**
Townhomes

BUSINESSES

1,390 **18**
Total Businesses *New Businesses*

73 *Restaurants/Food*
1,138 *Home Occupation*

HOUSING

\$377,512

Affordable Housing Unit (Q2 2024)

\$674,750

Median Sales Price (Q2 2024)

62,367

Population Estimate (August 2024)

4.0%

Vacancy Rate (August 2024)

Herriman Housing Stock by Type: 2014-2024



PROJECT UPDATES

Herriman Main St.

-Final punch list items being worked on

7300 W

-Landscape restoration nearly complete

Old Town Water Line Replacement

-Bid opened Sep. 19

-Back to Council late Oct.-early Nov. pending EPA review

13200 S

-Adjusting striping and signage

13800 S

-Substantial completion walkthrough done
-Completing final punch list items (street lights)
-Traffic signals installed (not operating)

Juniper Canyon Trail

-Estimated completion mid-November
-Paving begins this week

HERRIMAN CITY STATUS REPORT

AS OF SEPTEMBER 30, 2024

SALES TAX

\$977,571.87

Latest Sales Tax Disbursement

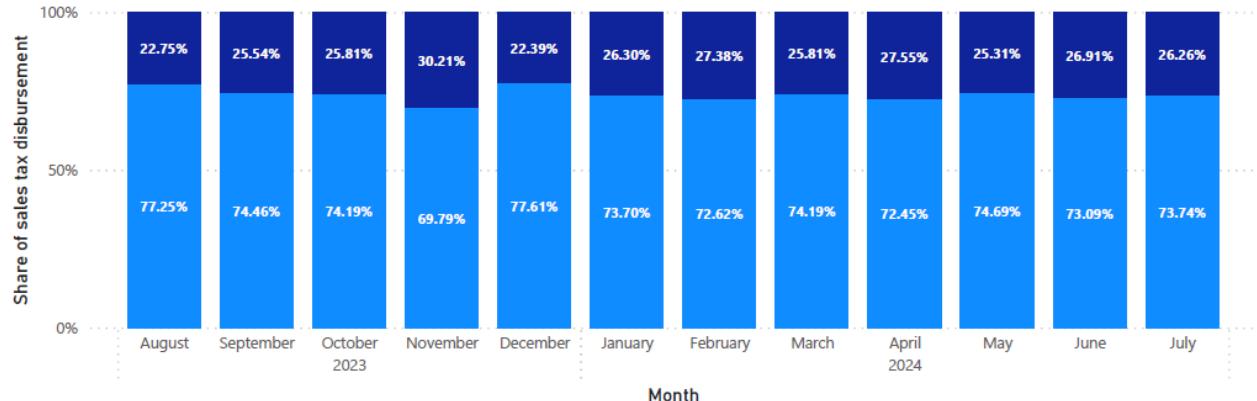
Population and direct sales - last 12 months

● Population ● Direct Sales



Proportions

● Population ● Direct Sales



Note: Months shown above indicate the months in which sales were generated. Disbursement of these funds lags by about 2 months.



STAFF REPORT

DATE: September 26, 2024

TO: The Honorable Mayor and City Council

FROM: Wendy Thomas | Lorren Mitchell | Brent Adamson

SUBJECT: 2024 Blackridge Reservoir Review – Wendy Thomas, Assistant City Manager

RECOMMENDATION:

This item will be a review of the findings that were experienced at Blackridge Reservoir after operational changes were implemented in 2024. Staff recommend continuing operational changes implemented in 2024 for the 2025 season.

ISSUE BEFORE COUNCIL:

Does the City Council want to continue current operations at Blackridge Reservoir for 2025?

BACKGROUND/SUMMARY:

At the close of 2023, City Council directed staff to implement changes at the reservoir for the 2024 season. Those changes included:

- Entering into a parking services agreement for weekends and holidays from Memorial Day through Labor Day;
- Increasing fines for illegal parking;
- Increased the fee for large pavilion rental and limited reservations to weekends and holidays;
- Improving signage at and around the reservoir; and
- Eliminating the parking permit fee for residents living in the parking permit area.

Staff will provide a review of the 2024 season and seek direction for 2025.



STAFF REPORT

DATE: September 19, 2024

TO: The Honorable Mayor and City Council

FROM: Jackie Nostrom

SUBJECT: Salt Lake County Public Safety Bond Presentation – Salt Lake County Council
Chair Laurie Stringham & Salt Lake County Sheriff Chief Deputy Matthew
Dumont

RECOMMENDATION

Information Only

ISSUE BEFORE COUNCIL:

The Council will hear information regarding the proposed public safety bond.

BACKGROUND/SUMMARY:

Salt Lake County Council would like to provide an informational presentation regarding the proposed Salt Lake County Public Safety Bond

DISCUSSION:

See attached informational handouts

ALTERNATIVES:

There are no alternatives noted

FISCAL IMPACT:

ATTACHMENTS:

Public Safety Bond



Salt Lake County is moving a bond question to the public to finance significant countywide criminal justice system needs and improvements.

What Will the Public Safety Bond Cover?

Consolidating and Improving the County Jail:

- Consolidating the two county jails to improve efficiencies and reduce operational costs.
- Increasing mental health beds and providing expanded mental health treatment.
- Expanding for future population growth. Since 2001, not a single jail bed has been added. Yet, Salt Lake County's population has increased by nearly 300,000 people over the last 20+ years.
- Building a Community Re-entry Step Down Unit to help people leaving jail prepare to rejoin society. This will provide a dedicated space where inmates preparing to exit jail will be connected with case workers and providers who will identify risks, needs, and the resources needed for them to rejoin society on a path toward self-reliance.

Building a Justice and Accountability Center:

- Primarily for low-level offenders who are repeatedly involved in the criminal justice system because of underlying issues, such as unstable housing, and mental health and substance use disorders that have not been addressed.
- The Justice and Accountability Center will provide intervention in the form of a structured environment with resources to stop the cycle of criminal behavior, including dedicated case workers, job training and employment services, mental health and substance use disorder treatment, and connection to housing opportunities.
- Holds people responsible for their actions while simultaneously helping them reenter our community on a path toward self-reliance.

Why is the Public Safety Bond on the Ballot?

- The Public Safety Bond for the Justice and Accountability Center and Jail expansion is a key part of Salt Lake County's comprehensive **Human Services, Homelessness, and Criminal Justice Action Plan**. More info: slco.to/plan
- **America's drug crisis has led to increased substance use and criminal activity** on our streets. In addition to the County's expanded Drug Enforcement Agency (DEA) Task Force, law enforcement and community resources like the Justice and Accountability Center and Jail Re-entry Step Down Unit will help break the cycle of repeat offenses.

Facility Needs	Bond Costs
Maintenance and Improvements: Jail (Adult Detention Center)/Sheriff's Office Building	\$90,000,000
Jail Expansion and Improvements	\$427,000,000
Justice and Accountability Center	\$100,000,000
Oxbow Demolition	\$10,000,000
TOTAL:	\$627,000,000
Source	Cost Offsets
Oxbow Sale	-\$20,000,000
County Set Aside	-\$100,000,000
Bond Total:	\$507,000,000

Taxpayer Cost:

- Average household: **\$58.94/year, under \$5/month**
- Average business: **\$107.16/year, under \$9/month**

More info: slco.to/bond



Salt Lake County Human Services, Homelessness, and Criminal Justice Reform Action Plan

We have arrived at a unique time

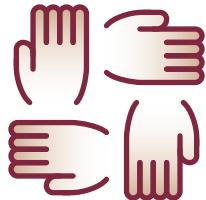
in which Governor Cox, key legislators, the business community, Salt Lake County, Salt Lake City and other cities in Salt Lake County are investing more directly in solutions to help homelessness, which is different than in previous years. Within this momentum, we're collectively moving forward with **PURPOSE + PARTNERSHIP + URGENCY**.

To achieve the shared vision

that homelessness is brief, rare, and non-recurring, it is essential that the systems connected with homelessness intersect and are functional. These complex systems include: **CRIMINAL JUSTICE, HOUSING AND TEMPORARY SHELTER, AND BEHAVIORAL HEALTH TREATMENT AND WORKFORCE**. A weakness in any one element of the system as a whole, leads to a loss of efficiency and effectiveness.

Salt Lake County has

MAPPED THE GAPS IN THE SYSTEM, IDENTIFIED BARRIERS, AND ANALYZED THE COST of necessary additional investment. These are in alignment with the state's homelessness strategic plan and the Coordinated Homeless Services Plan signed by Governor Cox, Mayor Mendenhall, and Mayor Wilson in the Fall of 2023.



Our Goals

Bolster System Access

Create an efficient system to access housing, behavioral health, employment, and other needed services to reduce the number of people living on our streets, and develop clear, successful pathways to housing and additional opportunities for people experiencing homelessness.

Increase Collaboration/Efficiency = Reduce Costs

Increase collaboration and systemic efficiency to realize cost savings and improved client outcomes.

Require Criminal Accountability

Hold people accountable for criminal acts and prevent people from further penetrating the criminal justice system.

Decriminalize Homelessness

Ensure accountability in our communities while not criminalizing acts related to homelessness.



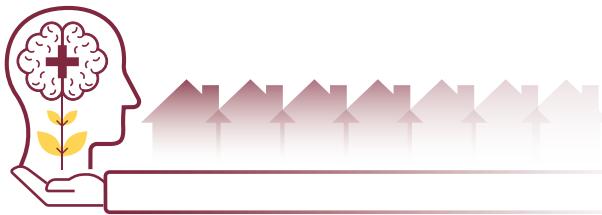
Supportive Housing Need

Salt Lake County estimates that 1,000 people are living unsheltered within the county.

300 people require intensive mental health treatment and housing support such as residential or ACT team levels of care.

300 people require permanent supportive housing with case management and a focus on mental health support.

400 people need various levels of housing which could be permanent supportive housing or rental subsidies with less intensive behavioral health supports.



Criminal Justice and Law Enforcement Challenges

- Systems are not aligned nor coordinated.
- America's drug crisis has led to increased drugs on our streets.
- Law enforcement response for people who are homeless or in mental health crisis is not standardized.
- Inconsistent Crisis Intervention Trained (CIT) officers.

Due to a lack of affordable housing and sufficient mental health treatment and other social services, jail has become the defacto system to serve people experiencing homelessness who have mental illness and substance use disorders.

Length of stay in jail is 3.5x longer for those in emergency shelters vs those in more permanent housing.

Over 50 unhoused people in jail at anytime, have a severe mental illness.

1,200 people who are in pretrial and probation, are unstably housed.



Systemic Gaps

Workforce:

Insufficient behavioral health workforce for mental health treatment and supportive housing needs.

Health and Wellness Care:

Insufficient coordinated health and wellness care system to meet the needs of people experiencing homelessness.

Mental Health Services:

Insufficient mental health capacity to serve those with severe mental illness in the community and in the jail.

Integrated Data System:

Need for integrated data system to better serve clients and evaluate system outcomes.



Solution: Expand Housing Units in Salt Lake County

Bring an additional 1,000 units online over the next 5 years.



Progress:

- Opened Valley Oaks Group Home with 29 beds in November, 2023
- Opened Canyon Rim Group Home for 40 women in Millcreek on April 15, 2024
- Potential renovation and expansion (12 beds to 40) of existing group home – Salt Lake City
- Two sites purchased by non-profit partner for development of permanent supportive housing for those with serious mental illness (approximately 90 units)
- Studying capital and construction costs for a mix of housing to meet the 400 general PSH.



Solution: Enforcement and Criminal Justice Reform

Engage in system policy change and reform, to bring about cost savings and efficiencies for better outcomes.

Provide:

Regional SLCO-wide Crisis Intervention Training for local law enforcement.

Progress: Criminal Justice Advisory Council (CJAC) Work Group has been established and is working on a plan to implement/fund. Applying for Federal funding to support for training and coordination.

Work:

With State to design and implement an effective HOME Court program.

Progress: SLCO Human Services is working with the state DHHS and court system on an implementation plan - \$2M funded for 5-year pilot.

Support:

Regional Law Enforcement education and training for use of the new Receiving Center alternative to jail for those in substance use disorder (SUD) and mental health crisis.

Progress: CJAC Work Group has been established and is working with state and LE partners on guiding criteria and educational campaign for Spring 2025 opening.

Reinforce:

SLC Justice Court Familiar Faces program.

Progress: This program is operational at the SLC Justice Courts. SLCO Criminal Justice Services is partnering with the court to support this initiative. The program continues to grow.



Solution: Drug Enforcement Agency (DEA) Task Force

By further investing we can continue to get drugs off the street and hold criminals accountable.

The federal government provides hard cost support for the local DEA operations but the salaries of the enforcement officers is a local responsibility.

DEA operations have not been as extensive as possible due to the decentralized law enforcement system in Salt Lake County.

Many local jurisdictions cannot afford officers.
Estimated Annual Amount =
\$1,600,000 for 10 additional officers

Progress:

- DEA Task Force Leadership presented to the SLCO Council on April 9, 2024
- DEA Task Force Leadership presented to the Criminal Justice Advisory Council on April 10, 2024
- DEA Task Force Expansion Working Group has been added to the Systemic Reform Committee structure to be led by Sheriff Rosie Rivera to review and determine the timing/cadence of adding 10 new DEA Task Force officers, the funding (County & Federal) and evaluate systemic impacts of the expansion to determine if other gaps are created and/or need to be addressed



Solution: Build An Accountability and Justice Center

- 1. Add 100 bed community correctional step down model as part of the jail expansion to provide behavioral health treatment, workforce training, and other supports in an environment of accountability as people prepare to leave jail.**
- 2. Build 250-300 housing units focused on housing stability, mental health services, training and other support services for those with criminal involvement and experiencing homelessness or housing instability.**

Progress:

- System Mapping and Personas Research Completed
- Held 2/4/24 Mapping and Personas Workshop for review and feedback with stakeholders
- Held 2 half day retreats with County Elected Officials, Staff and Legislators 3/11/24 & 3/14/24 to discuss and determine jail expansion and justice accountability center model
- Final decisions, programs and cost estimates in process
- On track to finalize and submit to County Council a ballot initiative in August for placement on the November 2024 ballot for voter approval



Solution: Address Systemic Gaps

Workforce:

Implement workforce training programs and a peer support specialist program to help meet service needs and provide employment opportunities.

Progress: Convening local peer support coalition to support their needs and receive feedback for program expansion. Program expansion ready for implementation once funding source is determined. Federal appropriation submitted through Congressman Curtis's office for pilot program. Additional applications for federal funding are being drafted. Also, SLCO supported legislation passed this session to assist with workforce needs.

Health and Wellness Care:

Expand medical and street services for those who are unsheltered.

Progress: Program is developed and ready for expansion through 4th Street Clinic and VOA once funding source is determined.

Mental Health Services:

Expand mental health supports in the jail and in expanded SMI housing.

Progress: Need currently being evaluated and finalized within the Jail Expansion/JAC design model.

Integrated Data System:

Develop data sharing agreements and design and implement an integrated data system to support better client outcomes.

Progress: Work group has been established and data integration mapping both internal and external to SLCO is underway.



STAFF REPORT

DATE: June 27, 2024

TO: The Honorable Mayor and City Council

FROM: Bryce Terry, City Engineer

SUBJECT: Consideration of Mountain Ridge Park Design

RECOMMENDATION:

Staff recommends approving the current design as attached.

ISSUE BEFORE COUNCIL:

Should the current design for Mountain Ridge Park be approved to move forward?

BACKGROUND/SUMMARY:

Edge Homes has submitted construction plans seeking staff review and approval for Mountain Ridge Park, located at 4260 W Watchmen Way. The plans would construct a new 9.6-acre public park within the Mountain Ridge neighborhood, which Edge Homes is developing. The park is a requirement of the Mountain Ridge Master Development Agreement (MDA).

The project will include park amenities such as a pavilion, playground equipment, restrooms, multisport grass fields, and a parking lot with 27 spaces. The subject property will also provide stormwater detention for the Mountain Ridge development and includes a portion of the Welby Jacobs Trail.

Funding to construct the park will primarily be from impact fees generated by the Mountain Ridge development. The MDA requires Edge Homes to fund “50% of the cost of sod and irrigation” for the park. The City Council has allocated \$1.5 million for the project, and the engineering cost estimate for the park is within the approved budget.

Construction of the park is anticipated to begin in late summer or early fall 2024 and will be done by the developer, Edge Homes. Construction is planned to be completed by spring or early summer of 2025.

The location of the project is shown below in *Figure 1.* (next page)

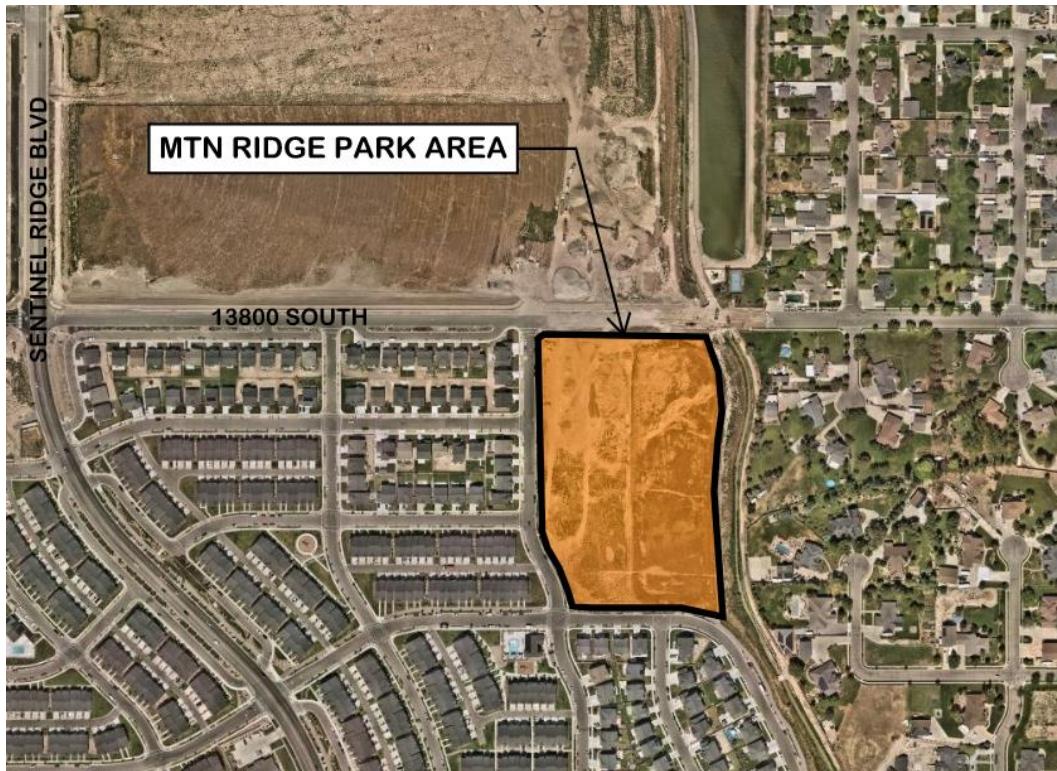


Figure 1. Location of Mountain Ridge Park

DISCUSSION:

Per the Park Policy adopted by Herriman City in 2022, the City Council shall approve the budget and design of parks, trails, and other recreational amenities on public property. The process adopted with the policy is as follows:

Prior to approval of recreational amenities on public property or property to be dedicated to the City for public use, all new public park projects must:

- Have a publicly noticed open house, which includes mailing a public notice to all property owners within three hundred feet of the proposed project and posting three public notices within the City;

***Staff Finding(s)** – A public open house was held for the proposed Mountain Ridge Park on February 27, 2024. Notices were mailed to seventy-two (72) residents within the 300-foot boundary of the proposed project, and twenty-six (26) residents attended the open house. The consensus of the residents who attended the meeting was that they supported the project.*

- Be presented in a work meeting of the Herriman Planning Commission;

***Staff Finding(s)** – The proposal was presented to the Planning Commission during a work meeting on August 7, 2024. The project was well received, there was one request to see if staff could increase amount of trees within the park area.*

- Hold Public Hearing in a City Council Meeting

FISCAL IMPACT:

Table 1. Estimated Budget Analysis

Approved Budget	\$	1,500,000.00
Site Construction Cost	\$	705,000.00
Playground Equipment	\$	177,000.00
Pavillion	\$	70,000.00
CXT Restroom	\$	237,000.00
Remaining Budget/Contingency	\$	311,000 (20%)

ATTACHMENTS:

- A. Project Site Plans & Amenities

13800 South

Greenford Ln.

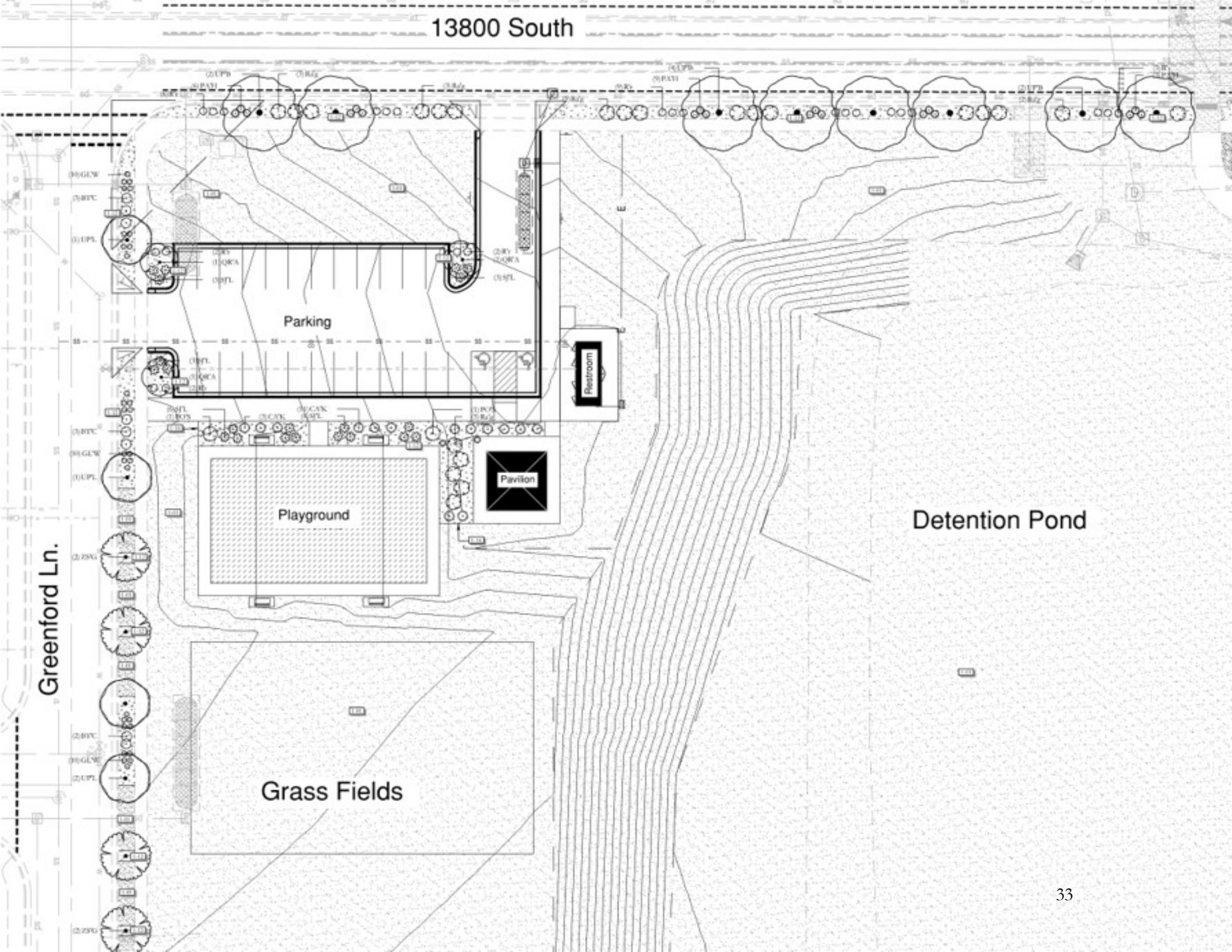
Detention Pond

Welby Jacobs Canal

Watchmen Way

13800 South

Greenford Ln.











CITY COUNCIL MINUTES

Wednesday, September 11, 2024
Awaiting Formal Approval

The following are the minutes of the City Council meeting of the Herriman City Council. The meeting was held on **Wednesday, September 11, 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, Sherrie Ohrn, and Steven Shields

Staff Present: City Manager Nathan Cherveski, Assistant City Manager Wendy Thomas, City Recorder Jackie Nostrom, Finance Director Kyle Maurer, Communications Manager Jonathan LaFollette, Public Works Director Justun Edwards, Community Development Director Blake Thomas, City Attorney Todd Sheeran, Management Analyst Trevor Ram, City Planner Michael Maloy, City Engineer Bryce Terry, HPD Police Chief Troy Carr, Operations Director Monte Johnson

Planning Commissioners Present: Terrah Anderson, Andy Powell, Preston Osberg, Darryl Fenn, Brody Rypien, Forrest Sickles

5:00 PM – WORK MEETING: (Community Room)

Mayor Lorin Palmer called the meeting to order at 5:01 p.m.

1. Council Business

1.1. Review of this Evening's Agenda

Council and staff briefly reviewed the agenda.

1.2. Future Agenda Items

Mayor Palmer inquired if the Council was available to hold the City Council meeting on October 23, 2024. Council consensus determined there would be a quorum.

1.3. Discussion of future citizen recognitions

Mayor Palmer noted the Kite Festival would be recognized this evening.

The Council discussed the recognition of the Salt Lake Academy boys' soccer team for winning their regional championship.

The Council debated the criteria for recognitions, considering how to manage the many potential achievements from various school and activities. The Council noted higher criteria may need to be established for future recognitions.

2. Administrative Reports

2.1. Follow up to City brainstorming session – City Council Roundtable

City Manager Nathan Cherpesci started the brainstorming session to focus on prioritizing city projects and initiatives. Each Council member was encouraged to select their four top priorities, the top 10 priorities included: staffing needs, water, financial stability, public safety, Council vision, economic development, transit infrastructure, community engagement, disconnect between residents and City, and what is Herriman.

City Manager Cherpesci further asked the Council to narrow down the list with the top four priorities being financial stability. Disconnect between residents and the City, infrastructure, and Council vision. City Manager Cherpesci emphasized that simply stating a goal, like achieving financial stability, wasn't enough. It would require actionable steps, thorough discussions, and clear definitions. The Council shared perspectives on what financial stability means; primarily ensuring that revenues meet the City's obligations without overburdening taxpayers. They highlighted the significance of economic development, suggesting that growing the tax base is vital for offsetting residential property taxes.

City Manager Cherpesci highlighted the necessity of defining specific terms used in their discussions to ensure everyone was aligned, which would help to draft a strategic plan that would meet the expectations of the Council.

2.2. Discussion regarding a proposed commercial development at 13400 South – Blake Thomas, Community Development Director

Note: The Planning Commission was welcomed as part of the discussion.

Community Development Director Blake Thomas highlighted the long-anticipated development as part of the Herriman Towne Center and emphasized its strategic location near Mountain View Corridor and the existing housing developments. He referenced the land use plan from 2014 and detailed the layout which included access points from the corridor as

well as local roads. He noted there would be a traffic study conducted which would accompany the development agreement for the project.

Director Thomas further explained the amenities planned within the project which included retail and restaurant spaces that would integrate into the residential apartments. He noted the necessity of including the housing component to comply with recent legislation for receiving incentives from the Community Development Project Area, which required a portion of affordable housing. The Council asked whether residential and commercial spaces could be integrated, with Director Thomas clarifying the design would incorporate both uses effectively.

Director Thomas turned the time over to Elevated Property Company Acquisitions Vice President Sean Harty to speak to the group. Vice President Harty introduced his team and provided a brief overview of the company. He highlighted their involvement in the project The Commons at Herriman Towne Center and showcased similar developments his team participated in creating. Vice President Harty outlined the timeline to secure approvals and construction, targeting tenant openings by October 2026.

Planning Commissioner Terrah Anderson inquired about the decision-making process to incorporate apartments over condos. The development team responded apartments were better suited to meet the affordable component required by the legislature. City Manager Cherpesci reported he has been working with the Utah League of Cities and Towns to address the unintended consequences of the legislation.

The group raised concerns about traffic flow and pedestrian safety, suggesting potential modifications like elevated walkways. The goal of creating a timeless design rather than a trendy one was emphasized. Vice President Harty highlighted the pedestrian-friendly features and parking arrangements of the proposed development, noting that overall parking exceeded requirements; however, observed some single tenant spaces slightly fell short.

The group expressed eagerness to see the development materialize and highlighted the unique identity it would bring to the community. Vice President Harty explained the layout of the project was crafted to take advantage of the site's topography, ensuring that residential units offered attractive views. He discussed the traffic flow and future transit plans, with a focus on integrating shopping and accessibility into the development.

2.3. August 2024 City Status Report – Trevor Ram, Management Analyst

Management Analyst Trevor Ram highlighted the importance of understanding local population metrics and the impact they have on sales tax and community spending habits. Councilmember Henderson emphasized the need for more detailed data, particularly per capita sales tax, to gain insights into buying behaviors. Councilmember Ohm expressed concern about a significant drop in building permits, highlighted the need for staffing flexibility.

Analyst Ram expressed excitement about the new implementation of a software tool, Alpha Maps, which was expected to enhance data analysis and reporting. Councilmember Ohrn concurred.

2.4. Discussion regarding the Panorama, South Hills, and Rosecrest Developments – Blake Thomas, Community Development Director

Community Development Director Blake Thomas oriented the Council to the location of the Panorama South Hills and Rosecrest developments, referring to the area collectively as the South Mountain development. He explained each development had its own master development agreement (MDA) and noted amendments would be required. Director Thomas indicated that Panorama encompassed several parcels, including some near the community college and the Herriman Business Center. He mentioned recent amendments to the South Hills project and the necessity of updating agreements to reflect changes in land use and ownership. The discussion also touched on the Rosecrest development, which was currently held by a landowner rather than a developer, necessitating amendments to its agreement due to overlapping changes with the Panorama project.

DAI Legal Counsel Chase Andrizzi offered a detailed breakdown of the Panorama master plan, highlighting that the area was projected to accommodate approximately 3,476 units. Of these, around 2,800 units were already entitled under existing agreements, with approximately 660 new units being proposed. He pointed out that coordinating among 14 different landowners in the Panorama project has been a complex but successful effort, resulting in a cohesive development plan.

The Council raised important questions regarding the adequacy of programmed recreational spaces in relation to the projected population density. Councilmember Shields expressed concern about whether the planned open spaces would sufficiently meet the needs of the community, particularly regarding facilities like soccer and baseball fields. In response, Legal Counsel Andrizzi acknowledged the challenges of building on the side of a mountain but emphasized the commitment to exceed the City's open space requirements through improvements to existing areas. Plans for amenities, including parks, trails, and dog parks, were discussed, with a focus on enhancing community access to these spaces.

Legal Counsel Andrizzi offered an overview of the timeline for the developments. City Manager Cherpesci indicated that water infrastructure issues were currently a significant factor affecting progress. The goal would be to complete the Wasatch portion by the end of 2027, although this may be contingent on resolving water tank issues. Legal Counsel Andrizzi requested to schedule upcoming meetings to facilitate further discussions on the various applications and agreements needed to move the projects forward.

3. Adjournment

Councilmember Shields moved to adjourn the City Council work meeting at 7:05 p.m. Councilmember Ohrn seconded the motion, and all voted aye.

7:00 PM – GENERAL MEETING:

4. Call to Order

Mayor Palmer called the meeting to order at 7:22 p.m.

4.1. Invocation/Thought/Reading and Pledge of Allegiance

Mayor Palmer asked the audience to participate in a Moment of Silence for victims and emergency personnel affected by the terrorist attacks on September 11, 2001.

The Herriman Police Department conducted the Color Guard ceremony.

4.2. City Council Comments and Recognitions

Councilmember Ohrn expressed her deep emotions regarding September 11, reflecting on the profound impact of hatred toward liberty that resulted in the loss of innocent lives. She emphasized the lasting sense of unity and camaraderie that emerged among Americans in the aftermath of the tragedy, highlighting the love for the country and the values of freedom and liberty. However, she acknowledged that such feelings can be fleeting. To honor the memory of those who perished, she urged the importance of standing together as Americans, focusing on shared values while addressing differences with understanding and compassion. She called for a collective movement away from hatred and toward embracing diversity positively.

Mayor Palmer recognized Captain Zarigueya for his contributions to the community highlighting his involvement in organizing the City's first kite festival, which attracted hundreds of children and fostered a sense of community through music and vendors. The Mayor praised him for his broader efforts to unite diverse communities across the valley, celebrating both local and cultural heritages.

5. Public Comment

Antonio Valbuena informed the Council Ms. Adriana Meijer was eager to teach our community about a form of art that has helped her manage depression and anxiety. He believed it would be beneficial to connect her with Columbus, to support her initiative. Facilitating this connection could provide an excellent resource for our community and enhance mental health awareness through the power of art.

Avery Price shared his positive views about the City, noting that he has no concerns. He mentioned his experience playing soccer. Mr. Price suggested that the City could benefit from new soccer fields, highlighting the ample space available, including a large field across from the neighborhood. Mayor Palmer agreed that it was a good idea and expressed interest in

exploring the possibility of developing soccer fields, while also acknowledging the need to find funding for the project.

6. City Council Reports

6.1. Councilmember Jared Henderson

There was no report.

6.2. Councilmember Teddy Hodges

There was no report.

6.3. Councilmember Sherrie Ohrn

There was no report.

6.4. Councilmember Steven Shields

There was no report.

7. Mayor Report

Mayor Palmer mentioned a recent meeting with officials from Riverton and Bluffdale, discussing plans to open 13800 South around October 1, 2024. The street construction was nearly complete, but a pedestrian tabletop traffic calming feature needed to be redone due to an error in installation.

He informed the Council that a stoplight at the intersection of 13800 South and Sentinel was expected to be installed within a couple of weeks, pending coordination with Rocky Mountain Power. This stoplight would facilitate traffic flow through Bluffdale and Riverton.

Mayor Palmer announced his appointment to the board of directors for the Utah League of Cities and Towns, beginning a two-year term. Councilmember Ohrn noted that this could provide the City with additional representation, if desired.

8. Consent Agenda

8.1. Approval of the August 14, 2024 City Council meeting minutes

8.2. Approval of the Herriman City Banner Policy

Councilmember Shields moved to approve the consent agenda as written. Councilmember Henderson seconded the motion.

The vote was recorded as follows:

Councilmember Jared Henderson	Yes
Councilmember Teddy Hodges	Absent
Councilmember Sherrie Ohrn	Yes
Councilmember Steven Shields	Yes
Mayor Lorin Palmer	Yes

The motion passed unanimously.

9. Discussion and Action Items

9.1. Consideration to Approve an Amendment to the Reimbursement Agreement for 6400 West Phase 1 with Olympia – Jonathan Bowers, Public Utilities Engineering Manager

Public Utilities Engineering Manager Jonathan Bowers addressed the Council about a proposed reimbursement agreement amendment concerning Phase One of the 6400 West project, emphasizing that the developer initially sought reimbursement for interest but has since rescinded that request. Instead, they are now asking for payment for engineering costs and sewer expenses. Manager Bowers recommended denying this request, stating that it does not align with the original reimbursement agreement established in accordance with the master development agreement (MDA).

Mayor Palmer highlighted that the issue was brought back for discussion after the developer's previous request for funding from the sewer board was denied. Councilmember Ohrn expressed concern about approving expenditures for which the City was not contractually obligated, stressing that they have existing obligations for reimbursements under the MDA, but this request falls outside of those commitments.

Attorney Todd Sheeran provided insight into the differing interpretations of the reimbursement agreement, explaining that while it mentions infrastructure reimbursement, the City's obligations primarily cover roadways rather than sewer infrastructure, which was managed by the Jordan Basin Sewer District. He noted that this difference in interpretation may have prompted the developer's request for sewer cost reimbursement.

City Manager Cherpesci expressed a willingness to consider funding the engineering costs, as engineering is essential for road construction. He pointed out that while the City has obligations to build specific roads, there was no requirement to fund sewer infrastructure, which was the responsibility of the Jordan Basin Sewer District. He further clarified that if the City were to fund the sewer costs, it would need to be sourced from the general fund, as there are no available funds for such expenses.

Manager Cherpesci concluded that, based on his discussions with the developer, the request for reimbursement may not be critical for them. He indicated that the Council has the discretion to consider the engineering costs while firmly stating that there is no obligation to cover sewer costs, reinforcing the need for a clear understanding of contractual responsibilities and the appropriate funding sources for infrastructure projects.

Councilmember Ohrn moved to deny an amendment to a reimbursement agreement with Olympia Land, LLC for the 6400 West Phase 1 Roadway project. 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>Absent</i>
<i>Councilmember Sherrie Ohrn</i>	<i>Yes</i>
<i>Councilmember Steven Shields</i>	<i>Yes</i>
<i>Mayor Lorin Palmer</i>	<i>Yes</i>

The motion passed unanimously.

10. Future Meetings

- 10.1. Next Planning Meeting: September 18, 2024**
- 10.2. Next City Council Meeting: September 25, 2024**

11. Events

- 11.1. Hungry Herriman and Farmer's Market: September 16, 2024 and September 23, 2024; Crane Park 5:00 p.m.**
- 11.2. Finding Nemo Kids & The Little Mermaid Jr: September 19, 2024 – September 23, 2024; W&M Butterfield Park**
- 11.3. Senior Resident Activity 'Lunch with Lee's': September 19, 2024; RSVP Required**

12. 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

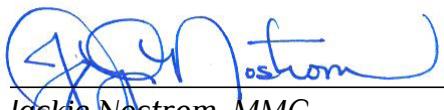
There was no Closed session.

13. Adjournment

Councilmember Henderson moved to adjourn the City Council meeting at 7:49 p.m. Councilmember Shields seconded the motion, and all voted aye.

14. Recomence 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 September 11, 2024. This document constitutes the official minutes for the Herriman City Council Meeting.



Jackie Nostrom, MMC
City Recorder



STAFF REPORT

DATE: 09/26/2024

TO: The Honorable Mayor and City Council

FROM: Justun Edwards, Director of Public Works

SUBJECT: JVWCD Block 1 Water Purchase Agreement Amendment

RECOMMENDATION:

Staff recommends approval of the Block 1 Water Purchase Agreement Amendment as written.

ISSUE BEFORE COUNCIL:

Should the Council approve the Water Purchase Agreement Amendment?

BACKGROUND/SUMMARY:

Since incorporation, Herriman City has contracted with Jordan Valley Water Conservancy District (JVWCD) for wholesale water delivery. With the city's continued growth, several amendments have occurred to increase the amount of purchased water. The most recent being May 2021.

Growth, and changes to delivered water during winter months have made it necessary to increase the amount of purchased water.

This agreement is a "Take or Pay" agreement. This means whether the city uses the full amount of contracted water or not, we pay for it. The agreement allows the city to purchase up to 20% above the contracted amount without penalty (Block 1 rates). If the city exceeds the contracted amount plus 20%, the water purchased above 120% will be charged at "Block 2" rates which are \$365-\$615/acre-foot higher than Block 1 rates.

Like Herriman, Jordan Valley has multiple water sources and pressure zones with different rates.

Zone A: This water is provided to Jordan Valley from Kennecott through an agreement to remediate and treat water contaminated from years of mining activity. Herriman is entitled to 667 acre-feet annually from a reverse osmosis treatment plant operated by Kennecott. This water is delivered at a reduced rate. (See Table 1 below)

Zone B & Pressure Zone C & D: This water is part of Jordan Valley's general wholesale water supply and is charged at the base non-pumped rate plus an increased pump charge from the zone it is delivered from.

Block 2 Water: This water is currently part of Jordan Valley's general wholesale water supply but is charged at an increased rate to recover costs due to the upsize of existing infrastructure, construction of new infrastructure, and purchase of additional water sources to meet the increased demands of member agencies who exceed their minimum contract amount plus 20%, and newly annexed lands into Jordan Valley's service area after May 12, 2021.

Table 1

Block 1 Water Rates	
Source/Pressure Zone	Rate (\$/AF)
Zone A (Remediated)	531.75
Non-Pumped	696.93
Pressure Zone C	751.57
Pressure Zone D	782.01

Block 2 Water Rates	
Rate (\$/AF)	
	\$1,146.44

DISCUSSION:

This amendment amends only the Exhibits to the contract which outline the minimum amount of purchased water, delivery point capacity, and cost pre-acre-foot. All other terms and conditions of the 2021 contract remain the same. Table 2 illustrates those changes.

Table 2

Purchased Water (AF/Yr)	2021 Agreement	2024 Amendment
Minimum	4,200	6,500
Zone A	667	667
Zone B	1,000	1,000
Total Annual	5,867	8,167

Delivery Point Capacity (gpm)	8,473	12,226
Water Rates (\$/AF)		
Zone A (Remediated)	\$465.42	\$531.75
Non-Pumped	\$600.53	\$696.93
Pressure Zone C	\$659.75	\$751.57
Pressure Zone D	\$704.17	\$782.01

ALTERNATIVES:

Options	Pros	Cons
Approve amendment (Recommended)	Meet current and future water demands without increase cost for exceeding contract.	Increased annual cost due to take or pay contract.
Not approve amendment	No known positives	Not meet demands and pay increased water rates for exceeding the contract.

FISCAL IMPACT:

By increasing the minimum contract amount by 2,300 acre-feet, the annual water purchase will increase by ~\$1.7M. The FY25 and FY26 budgets anticipated this increase and have sufficient funds to cover these costs. Budgeted funds: FY25 \$6,392,400 FY26 \$6,991,250

ATTACHMENTS:

- 2024 Water Purchase Agreement Amendment
- 2021 Water Purchase Agreement

**AMENDMENT TO HERRIMAN CITY
WATER PURCHASE AGREEMENT AND PETITION**

This Amendment Agreement (“Amendment”) is made as of October 9, 2024, by and between the Jordan Valley Water Conservancy District, a Utah special district (“District”), and Herriman City, a Utah municipality (“Purchaser”).

RECITALS:

- A. The parties entered into the “Herriman City Water Purchase Agreement and Petition,” made as of May 12, 2021 (the “Contract”); and,
- B. The parties now desire to amend the Contract, consistent with the terms of this Agreement, to adjust the Minimum Amount of water to be purchased by Purchaser (as defined in the Contract) and the future Contract Capacity (as defined in the Contract).

TERMS:

The parties agree as follows:

1. Exhibit A of the Contract hereby is amended to read as set forth on Attachment 1 to this Agreement.
2. Exhibit B of the Contract hereby is amended to read as set forth on Attachment 1 to this Agreement.
3. Exhibit C of the Contract hereby is amended to read as set forth on Attachment 1 to this Agreement.
4. Exhibit D of the Contract is hereby amended to read as set forth on Attachment 1 to this Agreement.

5. This Amendment does not provide for water delivered by the Purchaser to lands annexed into the District after May 12, 2021. The delivery and payment for water that Purchaser will use to meet the demands of lands annexed after May 12, 2021, including the lands recognized in the District's Resolution No. 24-12, adopted on July 10, 2024, is governed by a separate water purchase agreement using Block 2 rates.

6. This Amendment amends only Exhibits A, B, C, and D of the Contract. All other terms and conditions of the Contract remain the same, are not affected by this Agreement, and are binding on all parties to this Agreement.

ATTEST: Jordan Valley Water Conservancy District

Alan E. Packard, Clerk

By: _____

Its: _____

Address: 8215 South 1300 West
West Jordan, UT 84088

ATTEST:

Herriman City

By: _____

Its: _____

Address: 5355 W Herriman Main Street
Herriman, UT 84096

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Corey Rushton as chair of the Board of Trustees of the Jordan Valley Water Conservancy District.

Commission expires:

NOTARY PUBLIC
Residing in

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by _____ as of Herriman City.

Commission expires:

**NOTARY PUBLIC
Residing in**

ATTACHMENT 1

EXHIBIT A

MINIMUM AMOUNT OF WATER

YEAR	MINIMUM AMOUNT (AF)
2024, and each year thereafter	6,500

ZONE A WATER

YEAR	AMOUNT (AF)
2021, and each year thereafter through July 25, 2046	667
After July 25, 2046	0

ZONE B WATER

YEAR	AMOUNT (AF)
2021, and each year thereafter through February 1, 2050	1,000
After February 1, 2050	0

LOST USE WATER

YEAR	AMOUNT (AF)
2021, and each year thereafter through February 1, 2050	0
After February 1, 2050	0

EXHIBIT B
POINTS OF DELIVERY, CAPACITY, AND FLOW RATES

ADDRESS	METER INFORMATION	CONTRACT CAPACITY ^(c)
	SIZE (INCHES)	MAXIMUM DAILY FLOW RATES ^(a) (GPM) ^(b)
NON-PUMPED:		
15000 South 3200 West	24" & 12"	1,130
PUMPED (ZONE C):		
13400 South 5600 West	12" & 6"	3,009
11800 South 4900 West	8" & 4"	235
5690 West 12885 South	10" & 6"	1,693
14500 South 5600 West	16" & 6"	3,009
11800 South 6000 West	12"	235
11800 South U-111	16"	1,599
PUMPED (ZONE D):		
11800 South U-111	16"	1,316
TOTALS:		12,226
Notes:		
(a) Maximum average flow rate over twenty-four (24) hours (GPM) allocated in association with the Minimum Amount, the Zone B Water, and the Lost Use Water.		
(b) In addition to the Contract Capacity indicated in this table, Purchaser has contracted for its allocation of Zone A Water which will be delivered at flow rates not to exceed 458 GPM. Purchaser may take Zone A Water at any one or at any combination of the points of delivery identified in this table.		
(c) Contract Capacity may be adjusted at Purchaser's request, not more frequently than every three years, to include sustained water deliveries under a Block 2 water purchase agreement. Sustained water deliveries means the average volume of Block 2 water delivered, on a daily basis, over the 36 month period before an adjustment is requested.		

EXHIBIT C

ZONE A WATER RATE (PER AF),
EFFECTIVE JULY 1, 2024 THROUGH JUNE 30, 2025

\$531.75

EXHIBIT D

WATER RATES EFFECTIVE JULY 1, 2024 THROUGH JUNE 30, 2025

PRESSURE ZONE	RATE (\$/AF)
Non-Pumped	\$696.93
Pumped Zone C	\$751.57
Pumped Zone D	\$782.01
<u>Notes:</u>	

HERRIMAN CITY WATER PURCHASE AGREEMENT AND PETITION

This Agreement is made as of May 12, 2021, by and between the Jordan Valley Water Conservancy District, a Utah local district ("District"), and Herriman City, a municipality organized under the laws of the State of Utah ("Purchaser").

RECITALS:

- A. The District is a Utah local district for the purposes, among others, of making water available to those inhabitants residing within its boundaries and of entering into contracts with public and private entities for the purchase and sale of water and its delivery;
- B. Purchaser is a municipality organized and existing under the laws of the State of Utah, which provides retail water service to its customers/inhabitants within its boundaries and which desires to purchase for them water from the District; and,
- C. The parties enter into this Agreement to provide for the purchase of water by, and for the delivery of water to, Purchaser to meet a portion of the needs of its customers/inhabitants.
- D. In accordance with its Rules and Regulations for Wholesale Water Service, the District has determined that Purchaser has implemented the District's water efficiency standards, and has appropriate ongoing monitoring and enforcement measures, and that Purchaser is therefore eligible to increase its minimum purchase amount.

TERMS:

The parties agree as follows:

1. (a) The District hereby agrees to sell and Purchaser hereby agrees to purchase annually, or in any event pay for annually, the minimum amount of water for the relevant years set forth on attached Exhibit A (the "Minimum Amount").

(b) Purchaser, at its discretion, may purchase annually additional water from the District in an amount not to exceed twenty percent (20%) of the then-current Minimum Amount, provided that the District first determines additional water is available.

(c) The Minimum Amount purchased by Purchaser shall be delivered by the District in accordance with the terms of this Agreement, and at the points of delivery and within the Maximum Daily Flow Rates (Contract Capacity) set forth on attached Exhibit B.

2. (a) Purchaser's commitment to pay for the Minimum Amount, among other considerations, insures a market for the sale of water by the District, allows the District to amortize the costs of facilities constructed to produce, store, and deliver water to Purchaser and all other customers of the District, and generates revenues for the repayment of indebtedness incurred by the District.

(b) The allotment of the Minimum Amount to Purchaser may serve, at the reasonable discretion of the District and pursuant to its interpretation and application of its policies, rules, and procedures as they may be amended periodically, to form the basis for the allocation of water among the District's various customers during water shortages. Should water allocation to the District's customers be necessary and should the District's

contractual water sale commitments be used in determining that allocation, then Purchaser's ratable allocation may be based on its then-current Minimum Amount.

3. (a) (i) The District has entered into a written agreement with Kennecott Utah Copper Corporation, predecessor to Kennecott Utah Copper LLC ("KUCC"), known as the "Project Agreement Between Kennecott Utah Copper Corporation and Jordan Valley Water Conservancy District, August 31, 2004," as part of a joint proposal to construct a groundwater extraction and treatment project with groundwater remedial functions, which, among other purposes, will provide treated, municipal-quality water to municipalities in specific areas of southwestern Salt Lake County, as defined in the Consent Decree dated August 21, 1995, entered in Civil Action No. 86-C-0902G in the United States District Court for the District of Utah (the "Project Agreement"). The District also entered into another written agreement with KUCC and with the Trustee for Natural Resources for the State of Utah, known as "The Agreement among the Trustee for Natural Resources for the State of Utah, the Jordan Valley Water Conservancy District, and Kennecott Utah Copper Corporation, August 31, 2004" (the "State Agreement"). Under both the Project Agreement and the State Agreement (collectively, the "Contracts"), the parties to the Contracts contemplate that for the forty (40) year Operational Period for the Zone A Plant, beginning on July 26, 2006, KUCC will produce and sell, and the District will have the right to purchase, a total volume of water equal to the Treated Water produced annually from the Zone A Plant that is delivered to the District, up to 3,500 acre-feet per year as determined on a rolling average basis. The District is authorized by the Contracts annually to sell and deliver to Purchaser up to fifteen percent (15%), not to exceed five hundred twenty-five (525) acre-feet per year, of the water as it is delivered monthly by KUCC to the District. The

District also was authorized by the Contracts to sell and deliver to Riverton City a portion of the Treated Water. Riverton City declined to purchase any Treated Water and, for that reason, the Contracts authorize the District to sell and deliver Riverton City's portion to Purchaser and to others. Accordingly, the District is authorized by the Contracts annually to sell and deliver to Purchaser up to nineteen and 06/100 percent (19.06%), not to exceed six hundred sixty-seven (667) acre-feet per year, of the water as it is delivered monthly by KUCC to the District. Accordingly, pursuant to the terms and conditions of the Contracts and of this Agreement, Purchaser hereby agrees to purchase annually a total amount of nineteen and 06/100 percent (19.06%), but not to exceed six hundred sixty-seven (667) acre-feet per year, of the water as it is delivered monthly by KUCC to the District in accordance with the terms and conditions of the Contracts (the "Zone A Water").

(ii) All Zone A Water sold and purchased under this paragraph 3, and identified on Exhibit A, shall be delivered by the District in accordance with the terms of this Agreement and at the points of delivery set forth on Exhibit B and at flow rates not to exceed 0.66 million gallons per day ("MGD").

(iii) For accounting and payment purposes, and notwithstanding any term of this Agreement to the contrary, Zone A Water available for delivery each month shall be deemed to have been delivered first in that month, ahead of any portion of the Minimum Amount.

(iv) Purchaser shall pay to the District those sums identified on attached Exhibit C for each acre-foot of Zone A Water purchased by, and delivered monthly to, Purchaser, plus the Meter Base Charge. The price for Zone A Water purchased after June 30, 2021, plus the Meter Base Charge, shall be determined annually by the District in

accordance with its interpretation of the Contracts and with applicable provisions of paragraph 7 that address the Meter Base Charge.

(v) Zone A Water is available for purchase: (i) for a term not to exceed the forty (40) year Operational Period, beginning on July 26, 2006; and, (ii) as that water is delivered monthly by KUCC to the District during the forty (40) year Operational Period in accordance with the terms and conditions of the Contracts.

(vi) Zone A Water is offered for sale and available for purchase for a term not to exceed forty (40) years commencing on July 26, 2006. At the end of the forty year term, Purchaser, at its election and upon prior written notice to the District, may add all or any portion of its allotment of Zone A Water ("Zone A Converted Water") to its then-existing quantity of Minimum Amount; thereafter, all of the Zone A Converted Water shall be considered as Minimum Amount under the applicable terms of this Agreement and the Zone A Converted Water shall be delivered at such points of delivery and at such flow rates as the Parties mutually may agree.

(b) (i) The District is obligated by the Contracts to offer for sale to Purchaser water from the Zone B Facilities or, if the Zone B Facilities are not constructed or, when constructed, do not produce the full amount of water in any year as required by the Contracts, then from other sources available to the District as the District in its discretion shall determine (the "Zone B Water").

(ii) Pursuant to the terms and conditions of the Contracts and of this Agreement, Purchaser hereby agrees to purchase annually, or in any event pay for annually, the Zone B Water for the relevant years set forth on Exhibit A.

(iii) Purchaser, at its discretion, may purchase annually additional water from the District in an amount not to exceed twenty percent (20%) of Purchaser's allotment of Zone B Water, provided that the District first determines additional water is available.

(iv) All Zone B Water sold and purchased under this paragraph 3, and identified on Exhibit A, shall be delivered by the District in accordance with the terms of this Agreement and at the points of delivery and within the maximum daily flow rates (contract capacity) set forth on Exhibit B.

(v) Purchaser shall pay to the District those sums identified on attached Exhibit D for each acre-foot of Zone B Water purchased by, and available for delivery to, Purchaser, plus pumping costs and the Meter Base Charge as incurred. After June 30, 2021, the price for each acre-foot of Zone B Water, plus associated pumping costs and the Meter Base Charge, shall be determined annually by the District in accordance with paragraph 7.

(vi) Zone B Water is offered for sale and available for purchase for a term not to exceed forty (40) years commencing on February 1, 2010. At the end of the forty year term, Purchaser, at its election and upon prior written notice to the District, may add all or any portion of its allotment of Zone B Water ("Zone B Converted Water") to its then-existing quantity of Minimum Amount; thereafter, all of the Zone B Converted Water shall be considered as Minimum Amount under the applicable terms of this Agreement and the Zone B Converted Water shall be delivered at such points of delivery and at such flow rates as the Parties mutually may agree.

(c) (i) The District is obligated by the Contracts to offer for sale to Purchaser water from the Lost Use Facilities or, if the Lost Use Facilities are not constructed or, when constructed, do not produce the full amount of water in any year as required by the Contracts, then from other sources available to the District, as the District in its discretion shall determine ("Lost Use Water"). Lost Use Water shall be in addition to the Zone A Water, to the Zone B Water, and to the annual quantities of water that the District was obligated to deliver under contracts existing as of the date of execution of the Contracts.

(ii) Pursuant to the terms and conditions of the Contracts and of this Agreement, Purchaser hereby agrees to purchase annually, or in any event pay for annually, the Lost Use Water for the relevant years set forth on Exhibit A.

(iii) Purchaser, at its discretion, may purchase annually additional water from the District in an amount not to exceed twenty percent (20%) of Purchaser's allotment of Lost Use Water, provided that the District first determines additional water is available.

(iv) All Lost Use Water sold and purchased under this paragraph 3, and identified on Exhibit A, shall be delivered by the District in accordance with the terms of this Agreement and at the points of delivery and within the maximum daily flow rates (contract capacity) set forth on Exhibit B.

(v) Purchaser shall pay to the District those sums identified on Exhibit D for each acre-foot of Lost Use Water purchased by, and available for delivery to, Purchaser, plus pumping costs and the Meter Base Charge as incurred. After June 30, 2021, the price for each acre-foot of Lost Use Water, plus associated pumping costs and

the Meter Base Charge, shall be determined annually by the District in accordance with paragraph 7.

(vi) Lost Use Water is offered for sale and available for purchase for a term not to exceed forty (40) years commencing on February 1, 2010. At the end of the forty year term, Purchaser, at its election and upon prior written notice to the District, may add all or any portion of its allotment of Lost Use Water ("Lost Use Converted Water") to its then-existing quantity of Minimum Amount; thereafter, all of the Lost Use Converted Water shall be considered as Minimum Amount under the applicable terms of this Agreement and Lost Use Converted Water shall be delivered at such points of delivery and at such flow rates as the Parties mutually may agree.

(d) Treated Water, Zone A Water, water from the Zone A Plant, Zone B Water, water from the Zone B Facilities, Lost Use Water, and water from the Lost Use Facilities, may be commingled by the District with other water within the District's system, and, for that reason, the District may, at its discretion, deliver to Purchaser, in satisfaction of the District's obligations under this paragraph 3, any water which meets applicable drinking water standards.

(e) All Zone A Water, Zone B Water, and/or Lost Use Water sold and purchased under this paragraph 3 is subject to the terms and conditions of the Contracts and to applicable terms and conditions of this Agreement, except as otherwise provided.

(f) Purchaser acknowledges and agrees it has received copies of the Contracts.

(g) The following items shall have in this paragraph 3 those definitions given to them in the Contracts: "Affected Area," "Complete and Operational," "Lost Use

Facilities," "Lost Use Water," "Operational Period," "Treated Water," "Zone A Plant," and, "Zone B Facilities."

4. The District will provide water in accordance with standards for public drinking water set by applicable law, including the Utah Division of Drinking Water and/or the Utah Drinking Water Board of the Department of Environmental Quality, except the District shall not be liable, or in breach of this Agreement, for failure to meet those standards unless that failure is due to the District's willful misconduct or gross negligence.

5. The amount of water delivered to Purchaser depends in large part on water made available to the District and, for that reason, the District is not a guarantor of the delivery of any water to Purchaser against drought, adverse claims, acts of God, the acts or omissions of other water supply entities from whom the District purchases water, or all other matters beyond its reasonable control. The District acquires water from multiple water sources, some of which are under the control of third parties which own and/or operate their own water facilities, and their failure to deliver water to the District shall excuse the District's failure to deliver water to Purchaser.

6. The District's ability to deliver water to Purchaser depends, in part, on the capacity of available facilities, including, for example, reservoirs, pipelines, meters, and pump stations. Due to potential failures of equipment and infrastructure, the need of the District at its discretion to suspend service for construction, maintenance, inspection, and/or repairs, and due to limitations in water source and infrastructure capacities, the District is not a guarantor of delivery capacity to Purchaser. The allotment of contract capacity to Purchaser may serve, at the reasonable discretion of the District and pursuant to its interpretation and application of its policies, rules, and procedures as they may be

amended periodically, to form the basis for the allocation of capacity among the District's various customers during capacity shortages. Should allocation of capacity among the District's customers be necessary, including peak demand periods and times of limited delivery capacity, and should the District's contractual capacity commitments be used in determining that allocation, then Purchaser's ratable allocation may be based on its then-current contract capacity as set forth on Exhibit B.

7. (a) The price(s) for water purchased by Purchaser under paragraphs 1, 3(a), 3(b), and 3(c), and the cost of providing water service to Purchaser, including pumping charges and the Meter Base Charge, shall be determined annually by the District in accordance with its then-current rate methodology, policies, rules, and procedures. The District may choose periodically to change methodologies and/or to change its interpretation and implementation of any methodology it selects, and/or to adopt, amend, or abandon its policies, rules, and regulations.

(b) As of the execution of this Agreement, the District uses the Base-Extra Capacity Method of the American Water Works Association, as interpreted and implemented by the District, for pricing all water purchased under paragraphs 1, 3(a), 3(b), and 3(c) of this Agreement.

(c) As of the execution of this Agreement, the District charges a monthly fee (the "Meter Base Charge") for each meter through which water purchased under this Agreement may be delivered to Purchaser. The charge recovers, in part, the District's expenses associated with the meters, including but not limited to meter reading, account billing, service and maintenance, repair, replacement, and other overhead items. The Meter Base Charge is charged monthly for each meter based on its diameter, regardless of the

actual volume of water taken through the meter. For each meter identified on Exhibit B, Purchaser shall pay a Meter Base Charge as set periodically by the District pursuant to its interpretation and application of its policies, rules, and procedures as they may be amended.

(d) As of the execution of this Agreement, the District charges for pumping, if necessary, of water purchased under paragraphs 1, 3(a), 3(b), and 3(c) of this Agreement. The cost of pumping includes the associated utility expenses.

(e) Based on subparagraphs 7(b) thru 7(d), but subject to change in the future as authorized by subparagraph 7(a), Purchaser shall pay to the District the sum of: (i) the price(s) set forth on attached Exhibit C per acre-foot of water sold to Purchaser under paragraphs 1, 3(a), 3(b), and 3(c) of this Agreement; and, (ii) the Meter Base Charge.

(f) Neither the price per acre-foot of water purchased under paragraphs 1, 3(a), 3(b), and 3(c) of this Agreement nor the Meter Base Charge shall be increased before July 1, 2021. The District specifically reserves the right thereafter to increase, or otherwise change from time to time, the price per acre-foot of water purchased under paragraphs 1, 3(a), 3(b), and 3(c) of this Agreement, pumping costs, and the Meter Base Charge as the District, in its sole and reasonable discretion, deems appropriate. The District shall provide written notice to Purchaser of a change in the price per acre-foot of water, pumping costs, and/or the Meter Base Charge.

8. (a) Purchaser hereby represents, warrants, and covenants to the District that:

(i) Purchaser is a "city," "public petitioner," and "public water user", within the meaning of § 17B-2a-1007 of the Water Conservancy District Act (Utah Code Ann. (1953) §§ 17B-2a-1001 et seq. (the "Act");

(ii) Within the meaning of § 1007 of the Act, the legislative body of Purchaser has duly authorized and directed its chief executive officer to petition the Board of Trustees of the District for an allotment of water, upon terms prescribed by the Board of Trustees, by delivering this Agreement to the Board; and,

(iii) Purchaser has found and determined that this Agreement constitutes a written petition on behalf of Purchaser to request the District to enter into a water contract within the meaning of § 1007 of the Act; provided, however, that assessments shall be levied only in accordance with the provisions of this paragraph 8 and applicable Utah law.

(b) The legislative bodies of the District and of Purchaser have found and determined, and it is hereby acknowledged, that:

(i) This is a petition which is in due and proper form and contains the information necessary for a lawful petition for water in conformance with the requirements of § 1007 of the Act;

(ii) The quantity of water petitioned for, when added to the present supply of water of Purchaser, makes an adequate supply for Purchaser;

(iii) It is in the best interest of the District that this petition be granted;

(iv) Purchaser and its customers/inhabitants will be benefitted thereby to an amount not less than the taxes which may be imposed by virtue of this petition;

(v) Purchaser's name is as set forth in this petition;

(vi) The quantity of water to be purchased or otherwise acquired by Purchaser is as set forth in this petition;

(vii) The water will be used on lands within the boundaries of Purchaser to the extent those lands are within the boundaries of the District (the "Lands");

(viii) The price per acre-foot or other unit of measurement, and the amount of any service, turnout, connection, distribution system charge, or other charges to be paid by Purchaser are as set forth in this petition;

(ix) Payments shall be made as set forth in this petition;

(x) The contract assessment as authorized and allowed by this petition and by the Act shall become a lien on the Lands; and,

(xi) Purchaser agrees to make payments for the beneficial use of such water together with annual maintenance and operating charges, and to be bound by the provisions of the Act and the rules and regulations adopted for the District by the Board of Trustees.

(c) To the extent permitted by law, Purchaser agrees that the District may accept and grant the petition represented hereby at any time after notice and hearing required by § 1007 of the Act, without regard to the amount of time which may have elapsed prior to the hearing or between the hearing and the acceptance and granting of this

petition. Purchaser hereby acknowledges that it is contemplated that years may elapse before the hearing or between the hearing and the acceptance and granting of this petition.

(d) If Purchaser fails to pay timely to the District any amount due under this petition, the District, with notice, may proceed to hearing and to act on this petition to levy a contract assessment on the Lands pursuant to this petition and the Act for the unpaid amounts and for any future amounts. The contract assessment, after recording of the instrument levying the assessment as required by the Act, shall be a perpetual lien on the Lands for all amounts owed as certified by the District pursuant to the Act.

(e) Collection of the levy, and further proceedings in connection with the levy of a contract assessment, shall be conducted as authorized or required by the Act.

9. It is mutually acknowledged that the District has petitions or contracts for water with the Central Utah Water Conservancy District for Central Utah Project water which require the District to pay annually for the water regardless of whether the water is called for, used, or is left unused. It is acknowledged that the District may elect to pay for this Central Utah Project water, in whole or in part, from water sales or from its own property tax levy as authorized by the Act and applicable law. It also is acknowledged that the District may elect to have all or part of any annual payment to the Central Utah Water Conservancy District paid for through the levy of a contract assessment by the Central Utah Water Conservancy District in accordance with the provisions of § 1007 of the Act, and/or in accordance with the provisions of paragraph 8 of this Agreement.

10. Purchaser shall not, outside the boundaries of the District, use, or deliver for use, or sell, or lease, or otherwise dispose of any water purchased under this Agreement.

11. (a) Amounts due from Purchaser under this Agreement, except as otherwise provided, will be billed monthly, and payments shall be due and payable within thirty (30) days of the date of the statement. A statement not paid by its due date will be considered delinquent. Delinquent amounts shall accrue simple interest of one percent (1%) per month (12% APR) until paid in full.

(b) In the event Purchaser defaults on any payment due under this Agreement, and Purchaser's default remains uncured for a period of thirty (30) days after Purchaser's receipt of written notice of its default, the District, at its sole discretion, shall be entitled to withhold delivery of water and/or terminate this Agreement and/or pursue all other remedies available to the District. No action taken by the District under this paragraph, however, shall relieve Purchaser of its obligation to pay any sum owed to the District.

12. The term of this Agreement shall be perpetual.

13. The parties may amend or terminate this Agreement at any time upon their mutual, written consent. No one other than the parties to this Agreement shall have any rights under this Agreement which would prohibit the parties from amending or terminating this Agreement if the parties mutually agree to do so.

14. (a) Purchaser shall be subject to and comply with the District's water rates, assessments, taxes, fees, policies, rules, and procedures as they may be adopted and/or amended. This Agreement and the parties are subject to the provisions of the Act, as amended.

(b) Beginning with 2021 and for each subsequent year during the term of this Agreement, Purchaser shall provide to the District an annual report of water use within

Purchaser's retail service area. The report shall be completed through the District's web portal at <jvwcd.org> by February 15 following the specific calendar year for which the report is made, and include the following information:

- i. The monthly volume, in acre-feet, of municipal drinking water from each supply source, in aggregate, entering Purchaser's water delivery system, including drinking water from wells, other internal sources, other external sources, and the District; and,
- ii. The monthly volume, in acre-feet, of secondary water and reuse water delivered for municipal purposes in Purchaser's retail service area. If the water is not metered, Purchaser shall provide an estimate of the monthly volume of secondary water and reuse water delivered, and a description of the method used to estimate such deliveries. Purchaser also shall include in its estimates any metered use (i.e., master metered use or metered end-use) of secondary water and reuse water delivered; and,
- iii. The monthly volume, in acre-feet, of municipal drinking water delivered to Purchaser's retail customers, measured at the customer service connection, for each of the following user classes: combined residential use, combined commercial use, combined institutional use, and combined industrial use; and,
- iv. Monthly estimates and the annual estimated total volume, in acre-feet, of non-revenue municipal drinking water within Purchaser's retail service area. Purchaser shall use its best efforts to account for, categorize, and provide a description of non-revenue water, including unmetered deliveries of municipal drinking water; and,

v. An estimate of the population served and a calculation of per capita water use. Purchaser shall include secondary water use and reuse water in its per capita water use calculation; and,

vi. A copy of Purchaser's annual water use data report as required by the Utah Department of Natural Resources.

(c) If records are available, Purchaser shall provide to the District, on or before December 31, 2021, the information requested in subparagraph 14(b) for each calendar year between 2011 and 2020.

15. Purchaser shall not assign this Agreement or any of its rights under it without the prior written consent of the District. The District may assign this Agreement and/or any of its rights under this Agreement.

16. All of the grants, covenants, terms, provisions, and conditions in this Agreement shall be binding upon and inure to the benefit of the successors or permitted assigns of the parties.

17. This Agreement is not intended to be a third-party beneficiary contract for the benefit of anyone, including the individual customers or constituent members of the District or of Purchaser.

18. (a) This Agreement, including exhibits, constitutes the entire agreement of the parties and supersedes all prior undertakings, representations, or agreements of the parties regarding the subject matter in this document.

(b) This Agreement supersedes and replaces the parties' prior Water Purchase Agreement and Petition, dated January 1, 2011, and all amendments, if any.

19. Each individual executing this Agreement does hereby represent and warrant that he or she has been duly authorized to sign this Agreement in the capacity and for the entities identified.

20. The District and Purchaser each represent and warrant that it has authority to enter into this Agreement.

21. Notices given by or to the parties shall be in writing and may be served personally or served by depositing them in the United States mail, postage prepaid, certified or registered mail with return receipt requested, addressed to the parties at the addresses set forth below, or at such other addresses as the parties may designate in writing.

[SIGNATURE PAGE FOLLOWS]

"District":

Jordan Valley Water Conservancy District

Dated: 5/12/2021

By:


Corey L. Rushton
Its Chair

Address: 8215 South 1300 West
West Jordan, UT 84088

ATTEST:


Barton A. Forsyth, Clerk

"Purchaser":

Herriman City

Dated: April 14, 2021

By: 

Its: Interim City Manager

Address: 5355 W Herriman Main Street
Herriman, UT 84096



ATTEST:

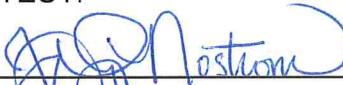


EXHIBIT A
MINIMUM AMOUNT OF WATER

YEAR	MINIMUM AMOUNT (AF)
2021, and each year thereafter	4,200

ZONE A WATER

YEAR	AMOUNT (AF)
2021, and each year thereafter through July 25, 2046	667
After July 25, 2046	0

ZONE B WATER

YEAR	AMOUNT (AF)
2021, and each year thereafter through February 1, 2050	1,000
After February 1, 2050	0

LOST USE WATER

YEAR	AMOUNT (AF)
2021, and each year thereafter through February 1, 2050	0
After February 1, 2050	0

EXHIBIT B

POINTS OF DELIVERY, CAPACITY, AND FLOW RATES

ADDRESS	METER INFORMATION	CONTRACT CAPACITY
	SIZE (INCHES)	MAXIMUM DAILY FLOW RATES ^(a) (GPM)
NON-PUMPED:		
15000 South 3200 West	24" & 12"	950
PUMPED (ZONE C):		
13400 South 5600 West	12" & 6"	1,750
11800 South 4900 West	8" & 4"	195
5690 West 12885 South	10" & 6"	1,350
14500 South 5600 West	16" & 6"	1,400
11800 South 6000 West	12"	725
11800 South U-111	16"	1,350
PUMPED (ZONE D):		
11800 South U-111	16"	753
TOTALS:		8,473
Notes:		
(a) Maximum average flow rate over twenty-four (24) hours (GPM) allocated in association with the Minimum Amount, the Zone B Water, and the Lost Use Water.		
In addition to the contract capacity indicated in this table, Purchaser has contracted for its allocation of Zone A Water which will be delivered at flow rates not to exceed 458 GPM. Purchaser may take Zone A Water at any one or at any combination of the points of delivery identified in this table.		

EXHIBIT C

ZONE A WATER RATE (PER AF),
EFFECTIVE JULY 1, 2020 THROUGH JUNE 30, 2021

\$465.42

EXHIBIT D

WATER RATES EFFECTIVE JULY 1, 2020 THROUGH JUNE 30, 2021

PRESSURE ZONE	RATE (\$/AF)
Non-Pumped	\$600.53
Pumped Zone C	\$659.75
Pumped Zone D	\$704.17
<u>Notes:</u>	



STAFF REPORT

DATE: 09/26/2024

TO: The Honorable Mayor and City Council

FROM: Justun Edwards, Director of Public Works

SUBJECT: JVWCD Block 2 Water Purchase Agreement

RECOMMENDATION:

Staff recommends approval of the Block 2 Water Purchase Agreement as written.

ISSUE BEFORE COUNCIL:

Should the Council approve the Block 2 Water Purchase Agreement?

BACKGROUND/SUMMARY:

In May 2021, Jordan Valley Water Conservancy District (JVWCD) implemented a Block 2 water rate to be charged to member agencies who exceeded their minimum contract amount by more than 20% and for lands annexed into JVWCD service area after May 12, 2021.

Following the annexation of the Olympia development into Herriman, the Olympia landowners petitioned JVWCD to annex the Olympia development into the JVWCD service area. The JVWCD Board of Trustees approved the annexation of these lands on July 16, 2024, and was certified by the Lieutenant Governor on July 29, 2024. This action necessitates the execution of a Block 2 Water Purchase Agreement to allow for the delivery of and billing of water within the Olympia development.

Each landowner within the Olympia development executed an agreement with JVWCD to define a maximum amount of indoor and outdoor water that may be used within the boundaries of that land and the Olympia development as a whole. Additionally, these agreements among other things establish landscaping requirements, regular reporting of water use and unit counts, and the reconciliation of actual water use to ensure they do not exceed the maximum allotment.

DISCUSSION:

The Block 2 Water Purchase Agreement coincides with the Block 1 Water Purchase Agreement because the Olympia development is not segregated between areas where Block 1 water will be delivered to end users and JVWCD wholesale points of delivery are used to provide Block 1 and Block 2 water deliveries to Herriman. All water delivered within Olympia will initially be billed at Block 1 rates. By February 15th of each year, Herriman will submit a report to JVWCD identifying monthly water deliveries during the preceding calendar year for all meters within the Olympia

development. JWWCD will then bill Herriman for the difference between the Block 2 per acre-foot water rate and the Block 1 per acre-foot water rate. (See Table 1 below)
The water delivered within the Block 2 area is not counted towards the minimum amount of water identified in the Block 1 Water Purchase Agreement.

Table 1

Block 1/Block 2 Rate Comparison				
Block 1	\$/AF		\$/AF	Difference
Pressure Zone C	751.57	Block 2	1,146.44	394.87
Pressure Zone D	782.01	Block 2	1,146.44	364.43

ALTERNATIVES:

Options	Pros	Cons
Approve Agreement (Recommended)	Able to deliver water within the Olympia development.	No known cons
Not approve agreement	No known positives	Will not be able to deliver water within the Olympia development.

FISCAL IMPACT:

As the Olympia development builds out, very little water demand is expected within the first 2 years. The increased Block 2 water rates have been accounted for in the FY25 and FY26 budgets.

ATTACHMENTS:

- Block 2 Water Purchase Agreement

**HERRIMAN CITY
BLOCK 2 WATER PURCHASE AGREEMENT**

This Block 2 Water Purchase Agreement (“Agreement”) is made as of October 9, 2024 (“Effective Date”), by and between the Jordan Valley Water Conservancy District, a Utah special district (“District”), and Herriman City, a Utah municipality (“Purchaser”).

RECITALS:

- A. The District is a water conservancy district organized and existing under the laws of the State of Utah for the purposes, among others, of making water available to those inhabitants residing within its boundaries and of entering into contracts with public and private entities for the purchase and sale of water and its delivery;
- B. Purchaser is a municipality organized and existing under the laws of the State of Utah, which provides retail water service to its customers/inhabitants within its designated water service area and which desires to purchase water from the District for that purpose;
- C. The parties have previously entered into a separate Water Purchase Agreement and Petition which provides for Purchaser to meet the needs of its inhabitants who are eligible for District Block 1 water supplies in accordance with the District’s Rules and Regulations for Wholesale Water Service (“Block 1 Contract”);
- D. The parties enter into this agreement to provide for the purchase of water by, and for the delivery of water to, Purchaser to meet the needs of its inhabitants that require District Block 2 water supplies in accordance with the District’s Rules and Regulations for Wholesale Water Service;

E. This Agreement is intended to provide for the needs of the Olympia Hills development which will be located on lands being annexed into the District's service area. As a condition of annexation, development of the lands is required to conform to the District's current water efficiency standards for new construction and Purchaser's related ordinances. The lands consist of approximately 939 acres situated as shown on Exhibit A ("Lands"). The estimate of District Block 2 water supplies needed to support the ultimate build-out demands on these Lands using District's current water efficiency standards is 1,460 acre-feet ("Annexed Property Water Allocation"), as shown on Exhibit C ("Water Demand Table");

F. Water purchased under this Agreement may be used both indoors and outdoors but is intended for delivery only within Purchaser's potable water delivery system to meet the projected needs of the Lands, as more fully described in the Water Demand Table.

TERMS:

The parties agree as follows:

1. (a) The District hereby agrees to sell, and Purchaser hereby agrees to purchase, annually the amount of Block 2 water actually delivered to the Lands, including calculated unmetered use and losses, under the conditions and at the rates then applicable to Block 2 water supplies.

(b) Following the complete build out of the Lands, the maximum amount of Block 2 water Purchaser is authorized to deliver to the lands, including calculated unmetered uses and losses and without penalty, is up to but not exceeding 1,606 acre-feet

per year (the “Block 2 Limit”). The Block 2 Limit includes an allowance of 10% in addition to the Annexed Property Water Allocation for the Lands as shown in the Water Demand Table.

(c) The Block 2 water shall be delivered by the District to the Purchaser in accordance with the terms of this Agreement, and at the points of delivery and within the Maximum Daily Flow Rates (“Contract Capacity”) set forth in the Block 1 Agreement. Any change to Contract Capacity may only be made by amending the Block 1 Agreement.

(d) The Purchaser’s retail water distribution system is not physically segregated between areas where Block 1 water is delivered to end users and where Block 2 water is delivered to end users and the District’s wholesale points of delivery are used to provide both Block 1 and Block 2 water deliveries to Purchaser. For these reasons, all water delivered to the Lands through Purchaser’s potable water delivery system, regardless of the actual physical source of that water, shall be considered Block 2 water and shall be billed to Purchaser at the Block 2 rate and paid for in accordance with the terms of this Agreement.

(e) Measurement of the volume of Block 2 water deliveries will be made using the individual customer retail meters serving the Lands. Purchaser shall use its best efforts to ensure that all locations within the Lands where water is delivered or used are equipped with functioning accurate water meters.

(f) District will bill Purchaser for Block 2 water at the rates, and in accordance with, its Wholesale Water Regulations. Unless the Wholesale Water Regulations provide otherwise:

- (i) During the calendar year, Block 2 water deliveries will be aggregated with Block 1 deliveries and paid for at the same rate as Block 1 water deliveries, including payment of any applicable pumping charge based on the meter location where the water is introduced into Purchaser's water system.
- (ii) By February 15th of each year, the Purchaser shall submit a report to the District identifying the monthly delivery of potable water during the preceding calendar year to each retail meter servicing properties on the Lands ("Annual Report").¹
- (iii) In addition to the metered deliveries of Block 2 water, District shall include in the Block 2 water deliveries a calculation of nonrevenue water, including leaks or other water loss, in proportion to the amount that nonrevenue water bears to revenue water for the entirety of Purchaser's water distribution system, based on the most recent reporting information published by the Utah Division of Water Rights or then current state agency responsible for collecting such information, according to the following schedule:

¹ District may still require Purchaser to provide usage data from all individual meters within the lands on a monthly or other periodic basis in order to evaluate Purchaser's water use under its existing Block 1 water purchase contract.

Time Period After Effective Date	Proportional Factor	Example (assuming total system loss of 15% and 100 ac-ft of Block 2 deliveries)
Years 0-9	50%	7.5 ac-ft nonrevenue water included in Block 2 delivery for total of 107.5 ac-ft
Years 10-19	75%	11.25 ac-ft nonrevenue water included in Block 2 delivery for total of 111.25 ac-ft
Years 20 or longer	100%	15 ac-ft nonrevenue water included in Block 2 delivery for total of 115 ac-ft

(iv) After receiving the Annual Report, the District will make a final billing for Block 2 water deliveries, based upon the data in the Annual Report and the calculated amount of unmetered use and losses in the Purchaser's distribution system serving the Lands, for any unbilled water and by charging the difference between the Block 2 per acre foot rate that was in effect during the year and the Block 1 per acre foot rate, not including pumping charges, that was billed and paid by the Purchaser throughout the year.

(g) If Block 2 water deliveries, including unmetered use and losses, exceed the Block 2 Limit, Purchaser shall be billed for and shall pay for the excess Block 2 deliveries in accordance with and in the amounts provided for by the District's then existing rules and regulations for wholesale water service.

(h) If Purchaser provides non-potable water to the Lands, Purchaser shall ensure that each point where such water is delivered is equipped with a functioning and accurate water meter and shall include the total annual amount of water delivered through each of these irrigation meters as part of its Annual Report.

2. The District will provide Block 2 water in accordance with standards for public drinking water set by applicable law, including the Utah Division of Drinking Water and/or the Utah Drinking Water Board of the Department of Environmental Quality, except the District shall not be liable, or in breach of this Agreement, for failure to meet those standards unless that failure is due to the District's willful misconduct or gross negligence.

3. The amount of water delivered to Purchaser depends in large part on water made available to the District and, for that reason, the District is not a guarantor of the delivery of any water to Purchaser against drought, adverse claims, acts of God, the acts or omissions of other water supply entities from whom the District purchases water, or all other matters beyond its reasonable control. The District acquires water from multiple water sources, some of which are under the control of third parties which own and/or operate their own water facilities, and their failure to deliver water to the District shall excuse the District's failure to deliver water to Purchaser.

4. (a) The District's ability to deliver water to Purchaser depends, in part, on the capacity of available facilities, including, for example, reservoirs, pipelines, meters, and pump stations. Due to potential failures of equipment and infrastructure, the need of the District at its discretion to suspend service for construction, maintenance, inspection, and/or repairs, and due to limitations in water source and infrastructure capacities, the District is not a guarantor of delivery capacity to Purchaser.

(b) The allotment of Contract Capacity to Purchaser may serve, at the reasonable discretion of the District and pursuant to its interpretation and application of its policies, rules, and procedures as they may be amended periodically, to form the basis for

the allocation of capacity among the District's various customers during capacity shortages.

(c) Should allocation of capacity among the District's customers be necessary, including peak demand periods and times of limited delivery capacity, and should the District's contractual capacity commitments be used in determining that allocation, then Purchaser's ratable allocation may be based on its then-current Contract Capacity.

(d) A change in the volume of District's Block 1 water deliveries to Purchaser, for any reason, does not change or alter Purchaser's obligations under this Agreement to use and pay for Block 2 water, in the amounts and at the rates described in this Agreement.

(e) District and Purchaser have adopted water efficiency standards for new construction in order to maximize the use of water available for projected municipal and industrial demands. As a condition of current and continued Block 2 water deliveries for use on the Lands by its retail customers, Purchaser agrees to:

(i) Require all new landscaping within the Lands to comply with Purchaser's then existing water efficiency standards and such additional landscaping standards as may be included in the Annexation Agreements governing the inclusion of the Lands within the District's service area (the "Annexation Agreements"). The Annexation Agreements are more fully described on Exhibit D, attached hereto.

(ii) Provide reasonable assistance to District with the implementation of the terms of the Annexation Agreements upon written request by the District,

such as by reporting to the District the number and size of water meters associated with structures for which a certificate of occupancy is issued and by notifying District of any proposed change to the development plan for the Lands that is reasonably expected to increase the demand for potable water, as shown in the Water Demand Table, by more than 50 acre-feet;²

(iii) Work with District to adopt by ordinance for use within the Lands, within a reasonable time, any changes District may make to the water efficiency standards; and

(iv) Reasonably assist the District in determining if the development of the Lands has reached Substantial Buildout, as defined in the Annexation Agreements, and consult on resolving conditions within the Lands that lead to, or are projected to lead to, a condition under which the delivery of Block 2 water to the Lands under normal circumstances will exceed the Annexed Property Water Allocation after complete build out of the Lands.

5. (a) The price(s) for water purchased by Purchaser under paragraph 1, and the cost of providing water service to Purchaser, including pumping charges, shall be determined annually by the District in accordance with its then-current rate methodology, policies, rules, and procedures. The District may choose periodically to change methodologies and/or to change its interpretation and implementation of any methodology it selects, and/or to adopt, amend, or abandon its policies, rules, and regulations.

(b) As of the execution of this Agreement, the District uses the Base-Extra Capacity Method of the American Water Works Association, as interpreted and

² The assistance described in this Agreement does not require Purchaser to withhold land use approval of a complete

implemented by the District, for pricing all water purchased under paragraph 1 of this Agreement.

(c) As of the execution of this Agreement, the District charges a monthly fee ("Meter Base Charge") for each meter through which water purchased under this Agreement may be delivered to Purchaser. The charge recovers, in part, the District's expenses associated with the meters, including but not limited to meter reading, account billing, service and maintenance, repair, replacement, and other overhead items. The Meter Base Charge is charged monthly for each meter based on its diameter, regardless of the actual volume of water taken through the meter. Block 2 water is included as a point of delivery in the Purchaser's Water Purchase Agreement and Petition for Block 1 water supplies and the meter base charges are paid in accordance with that Water Purchase Agreement and Petition. The parties do not anticipate the installation or use of a meter solely for use with the Lands described in this Agreement.

(d) As of the execution of this Agreement, the District charges for pumping, if necessary, of water purchased under paragraph 1 of this Agreement. The cost of pumping includes the associated utility expenses.

(e) Based on subparagraphs 5(b) through 5(d), but subject to change in the future as authorized by subparagraph 5(a), Purchase shall pay to District the sum of: (i) the price(s) set forth on attached Exhibit B per acre-foot of water sold to Purchaser under Paragraph 1 of this Agreement each year; and (ii) pumping costs.

(f) The price per acre-foot of water purchased under paragraph 1 of this Agreement shall not be increased before July 1, 2025. The District specifically reserves the

right thereafter to increase, or otherwise change from time to time, the price per acre-foot of water purchased under paragraph 1 of this Agreement and pumping costs as the District, in its sole discretion, deems appropriate. The District shall provide written notice to Purchaser of a change in the price per acre-foot of water or pumping costs.

6. (a) Purchaser agrees to maintain and replace retail meters within the Lands as needed to ensure accurate measurements of delivered potable water to all uses within the Lands.

(b) Purchaser shall provide reasonable assistance to District, including by providing meter data and other information needed by District, to allow District to track and calculate the use of potable water delivered to the Lands, return flows from potable water that was delivered to the Lands following the initial delivery of such water, and to calculate depletions associated with potable water delivered to the Lands.

7. (a) Purchaser hereby represents, warrants, and covenants to the District that:

(i) Purchaser is a “city”, “public petitioner,” and “public water user”, within the meaning of the Water Conservancy District Act (Utah Code § 17B-2a-1001 et seq. (“Act”));

(ii) Within the meaning of § 1007 of the Act, the governing body of Purchaser has duly authorized and directed its chief executive officer to petition the Board of Trustees of the District for an allotment of Block 2 water, upon terms prescribed by the Board of Trustees, by delivering this Agreement to the Board; and,

(iii) Purchaser has found and determined that this Agreement constitutes a written petition on behalf of Purchaser to request the District to enter into a

water contract within the meaning of § 1007 of the Act; provided, however, that assessments shall be levied only in accordance with the provisions of this paragraph 7 and applicable Utah law.

(b) The governing bodies of the District and of Purchaser have found and determined, and it is hereby acknowledged, that:

(i) This is a petition which is in due and proper form and contains the information necessary for a lawful petition for water in conformance with the requirements of § 1007 of the Act;

(ii) The quantity of water petitioned for, when added to the present supply of water of Purchaser, makes an adequate supply for Purchaser;

(iii) It is in the District's best interest that this petition be granted;

(iv) Purchaser and its customers/inhabitants will be benefitted thereby in an amount not less than the taxes which may be imposed by virtue of this petition;

(v) Purchaser's name is as set forth in this petition;

(vi) The quantity of water to be purchased or otherwise acquired by Purchaser is as set forth in this petition;

(vii) The water will be used on lands within the boundaries of Purchaser to the extent those lands are within the boundaries of the District ("Benefitted Lands");

(viii) The price per acre-foot or other unit of measurement, and the amount of any service, turnout, connection, distribution system charge, or other charges to be paid by Purchaser are as set forth in this petition;

(ix) Payments shall be made as set forth in this petition;
(x) The contract assessment as authorized and allowed by this petition and by the Act shall become a political subdivision lien on the Benefitted Lands; and,

(xi) Purchaser agrees to make payments for the beneficial use of such water together with annual maintenance and operating charges, and to be bound by the provisions of the Act and the rules and regulations adopted for the District by the Board of Trustees.

(c) To the extent permitted by law, Purchaser agrees that the District may accept and grant the petition represented hereby at any time after notice and hearing required by § 1007 of the Act, without regard to the amount of time which may have elapsed prior to the hearing or between the hearing and the acceptance and granting of this petition. Purchaser hereby acknowledges that it is contemplated that years may elapse before the hearing or between the hearing and the acceptance and granting of this petition.

(d) If Purchaser fails to pay timely to the District any amount due under this petition, the District, with notice, may proceed to hearing and to act on this petition to levy a contract assessment on the Benefitted Lands pursuant to this petition and the Act for the unpaid amounts and for any future amounts. The contract assessment, after recording of the instrument levying the assessment as required by the Act, shall be a perpetual lien on the Benefitted Lands for all amounts owed as certified by the District pursuant to the Act.

(e) Collection of the levy, and further proceedings in connection with the levy of a contract assessment, shall be conducted as authorized or required by the Act.

7. It is mutually acknowledged that the District has petitions or contracts for water with the Central Utah Water Conservancy District for Central Utah Project water which require the District to pay annually for the water regardless of whether the water is called for, used, or is left unused. It is acknowledged that the District may elect to pay for this Central Utah Project water, in whole or in part, from water sales or from its own property tax levy as authorized by the Act and applicable law. It also is acknowledged that the District may elect to have all or part of any annual payment to the Central Utah Water Conservancy District paid for through the levy of a contract assessment by the Central Utah Water Conservancy District in accordance with the provisions of § 1007 of the Act, and/or in accordance with the provisions of paragraph 6 of this Agreement.

8. Purchaser shall not, outside the boundaries of the District, use, or deliver for use, or sell, or lease, or otherwise dispose of any water purchased under this Agreement.

9. (a) Amounts due from the Purchaser under this Agreement, except as otherwise provided, are due and payable within thirty (30) days of a billing statement. A statement not paid by its due date will be considered delinquent. Delinquent amounts shall accrue simple interest of one percent (1%) per month (12% APR) until paid in full.

(b) If Purchaser defaults on any payment due under this Agreement, and Purchaser's default remains uncured for a period of thirty (30) days after Purchaser's receipt of written notice of its default, the District, at its sole discretion, shall be entitled to withhold delivery of water and/or terminate this Agreement and/or pursue all other remedies available to the District. No action taken by the District under this paragraph, however, shall relieve Purchaser of its obligation to pay any sum owed to the District.

10. The term of this Agreement shall be perpetual.

11. The parties may amend or terminate this Agreement at any time upon their mutual, written consent. No one other than the parties to this Agreement shall have any rights under this Agreement which would prohibit the parties from amending or terminating this Agreement if the parties mutually agree to do so.

12. Purchaser shall be subject to and comply with the District's water rates, assessments, taxes, fees, policies, rules, and procedures as they may be adopted and/or amended. This Agreement and the parties are subject to the provisions of the Act, as amended.

13. Purchaser shall not assign this Agreement or any of its rights under it without the prior written consent of the District. The District may assign this Agreement and/or any of its rights under this Agreement.

14. All of the grants, covenants, terms, provisions, and conditions in this Agreement shall be binding upon and inure to the benefit of the successors or permitted assigns of the parties.

15. This Agreement is not intended to be a third-party beneficiary contract for the benefit of anyone, including the individual customers or constituent members of the District or of Purchaser.

16. This Agreement, including exhibits, constitutes the entire agreement of the parties and supersedes all prior undertakings, representations, or agreements of the parties regarding the subject matter in this document.

17. Each individual executing this Agreement does hereby represent and warrant that he or she has been duly authorized to sign this Agreement in the capacity and for the entities identified.

18. The District and Purchaser each represent and warrant that it has authority to enter into this Agreement.

19. Notices given by or to the parties shall be in writing and may be served personally or served by depositing them in the United States mail, postage prepaid, certified or registered mail with return receipt requested, addressed to the parties at the addresses set forth below, or at such other addresses as the parties may designate in writing.

“District”:
Jordan Valley Water Conservancy District

Dated: _____ By: _____
Corey L. Rushton
Its Chair

Address: 8215 South 1300 West
West Jordan, UT 84088

ATTEST:

Alan E. Packard, Clerk

“Purchaser”:

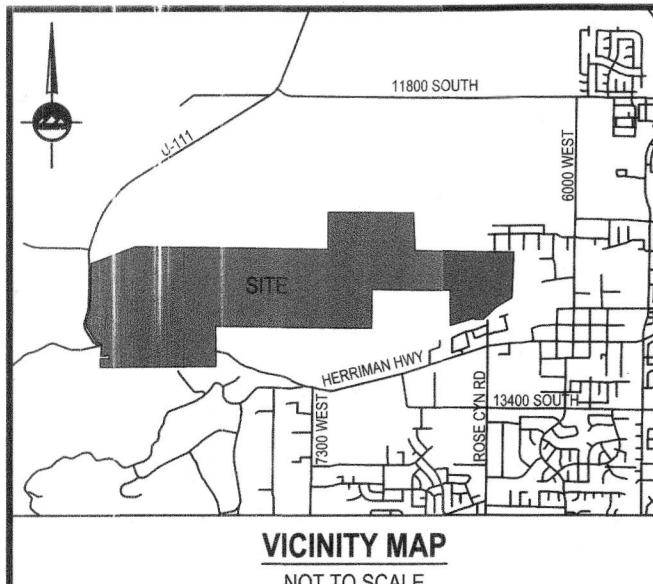
Herriman City

Dated: _____ By: _____
Its: _____

Address: 5355 W Herriman Street
Herriman, UT 84096

ATTEST:

EXHIBIT A
MAP OF LANDS



**FINAL LOCAL ENTITY PLAT
ANNEXATION OF THE PROPERTY WITHIN THE OLYMPIA DEVELOPMENT
INTO THE JORDAN VALLEY WATER CONSERVANCY DISTRICT**

JULY 2024

LOCATED WITHIN SECTIONS 27, 32, 33, 34, AND 35,
TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN
SALT LAKE COUNTY, UTAH

CITY OF SOUTH JORDAN

SECTION 29

SECTION 28

CITY OF SOUTH JORDAN

KENNECOTT UTAH COPPER CORP
26-28-400-005

POINT OF BEGINNING
NE CORNER
SECTION 33
T3S, R2W, SL&M

KENNECOTT UTAH COPPER CORP
26-29-100-002

KENNECOTT UTAH COPPER CORP
26-29-100-001

UNINCORPORATED SALT LAKE COUNTY

KENNECOTT UTAH COPPER CORP
26-32-400-001

SECTION 32

LAST HOLDOUT, LLC
26-32-200-009

LAST HOLDOUT, LLC
26-32-400-007

KENNECOTT UTAH COPPER CORP
26-32-300-004

KENNECOTT UTAH COPPER CORP
26-32-400-003

KENNECOTT UTAH COPPER CORP
26-32-400-005

UNINCORPORATED SALT LAKE COUNTY

OLYMPIA DEVELOPMENT
BOUNDARY LINE

KENNECOTT UTAH COPPER CORP
26-32-400-003

SALT LAKE COUNTY
26-32-400-008

KENNECOTT UTAH COPPER CORP
26-32-400-005

JORDAN SCHOOL DISTRICT BOARD OF EDUCATION
26-32-200-010

JORDAN SCHOOL DISTRICT BOARD OF EDUCATION
26-32-200-011

LAST HOLDOUT, LLC
26-32-400-007

LAST HOLDOUT, LLC
26-32-400-009

LAST HOLDOUT, LLC
26-33-100-005

LAST HOLDOUT, LLC
26-33-100-007

HERRIMAN CITY
26-33-100-008

HERRIMAN CITY
26-33-101-002

LAST HOLDOUT, LLC
26-33-301-004

LAST HOLDOUT, LLC
26-33-326-005

IVORY LAND CORPORATION
26-34-100-002

LAST HOLDOUT, LLC
26-34-100-005

OLYMPIA RANCH, LLC
26-34-201-003

BASTIAN FAMILY FOUNDATION
26-34-226-007

HERRIMAN CITY
26-34-226-008

OLYMPIA RANCH, LLC
26-34-226-009

EDGE HOMES UTAH, LLC
26-34-276-020

BASTIAN FAMILY FOUNDATION
26-34-276-021

HERRIMAN CITY
26-34-326-010

LEGEND

- BOUNDARY LINE
- - - SECTION LINE
- - - - ADJACENT PROPERTY LINE
- ||||| EXISTING DISTRICT BOUNDARY LINE

DEVELOPER
OLYMPIA UTAH, LLC
527 E. PIONEER ROAD STE 200
DRAPE, UTAH 84020
801.889.9977

SHEET 1 OF 1

PROJECT NUMBER: 4056U
MANAGER: ROE
DRAWN BY: KFW
CHECKED BY: PMH
DATE: 7/10/24



SALT LAKE CITY
45 West 1000 South Suite 500
Sandy, UT 84070
Phone: 801.547.1100
Fax: 801.255.0529
www.ensignutah.com

TOOLE
Phone: 435.843.3590
CEDAR CITY
Phone: 435.865.1453

JORDAN VALLEY WATER CONSERVANCY DISTRICT
APPROVED THIS 10th DAY OF July, 2024
BY THE JORDAN VALLEY WATER CONSERVANCY DISTRICT.

SALT LAKE COUNTY SURVEYOR
APPROVED THIS 12th DAY OF July, 2024
BY THE SALT LAKE COUNTY SURVEYOR. THIS PLAT HAS BEEN REVIEWED
BY THE COUNTY SURVEYOR AND IS HERE BY CERTIFIED AS A FINAL LOCAL
ENTITY PLAT, PURSUANT TO SECTION 17-23-20 OF UTAH STATE CODE.

RECORDED #
STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE
REQUEST OF: _____
DATE: _____ TIME: _____ BOOK: _____ PAGE: _____
FEES: _____ DEPUTY SALT LAKE COUNTY RECORDER

SURVEYOR'S CERTIFICATE

I, **KAREN F. WHITE**, a Professional Land Surveyor licensed under Title 53, Chapter 22, Professional Engineers and Land Surveyors Act, holding license No. **191326**, do hereby certify that a Final Local Entity Plat, in accordance with Section 17-23-20 of Utah State Code, was made by me, or under my direction, and shown herein to be a correct representation of said Final Local Entity Plat. I further certify that by authority of the Owners, I have prepared this plat for the purpose of depicting those properties within Salt Lake County to be annexed into the Jordan Valley Water Conservancy District.

BOUNDARY DESCRIPTION

A parcel of land, situate in parts of Sections 27, 32, 33, 34, and 35, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, more particularly described as follows:

Beginning at the Northeast Corner of Section 33, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence North 00°41'06" East 1,324.02 feet along the section line to the Northwest Corner of the Southwest Quarter of the

Southwest Quarter of Section 32, Township 3 South, Range 2 West, Salt Lake Base and Meridian;

thence South 89°30'06" East 2,657.98 feet along the 1/16 section line to the Northeast Corner of the Southeast Quarter of the

Southwest Quarter of said Section 27;

thence South 00°28'09" West 1,324.47 feet along the quarter section line to the South Quarter Corner of said Section 27;

thence South 89°30'06" East 2,664.00 feet along the section line to the Southeast Corner of said Section 27;

thence South 89°48'53" East 641.53 feet along the southerly line of Section 26, Township 3 South, Range 2 West, Salt Lake Base and Meridian;

thence South 80°30'22" East 1,659.00 feet said point also being a point on the thread of Butterfield Creek;

thence along said existing Herriman City boundary line and said thread of the Butterfield Creek as defined on the Blackhawk

Estates Plat "C" recorded as Entry No. 1179743 in Book 2013P at Page 178, Blackhawk Estates "B" recorded as Entry No. 1136427 in

Book 2013P at Page 53, Western Creek Plat recorded as Entry No. 10946923 in Book 2010P at Page 76, and Western Creek

Twenty-one Plat recorded as Entry No. 11429199 in Book 2012P at Page 32 all in the Office of the Salt Lake County Recorder the following

twenty-one (21) courses:

(1) South 56°51'10" West 333.22 feet;

(2) South 68°38'27" West 95.94 feet;

(3) South 56°30'13" West 98.90 feet;

(4) South 51°26'05" West 67.14 feet;

(5) South 51°26'05" West 13.44 feet;

(6) South 49°31'38" West 149.60 feet;

(7) South 54°24'10" West 87.46 feet;

(8) South 44°19'04" West 94.58 feet;

(9) South 72°52'34" West 99.94 feet;

(10) South 86°16'00" West 12.55 feet;

(11) South 82°11'10" West 94.89 feet;

(12) South 86°16'00" West 83.86 feet;

(13) South 66°09'21" West 95.83 feet;

(14) South 58°13'58" West 137.09 feet;

(15) South 60°07'13" West 10.50 feet;

(16) thence South 12°44'34" East 10.64 feet;

(17) South 78°07'21" West 16.86 feet;

(18) South 57°11'41" West 95.42 feet;

(19) South 73°50'10" West 172.86 feet;

(20) South 73°27'12" West 291.53 feet;

(21) South 80°15'09" West 106.84 feet along said Northerly Boundary Line of Western Creek Plat to the 1/16 section line;

thence North 00°10'31" East 1,342.34 feet also along the 1/16 section line;

thence North 89°31'41" West 2,661.50 feet also along the 1/16 section line;

thence South 89°25'54" West 1,325.66 feet also along the 1/16 section line;

thence North 89°35'07" West 329.28 feet along the quarter section line to the East Quarter Corner of said Section 33;

thence North 89°30'26" West 3,990.98 feet along the quarter section line to the Northwest Corner of the Northwest Quarter of the

Southwest Quarter of said Section 33;

thence North 89°38'11" West 1,377.74 feet along the 1/16 section line to the Southeast Corner of the Northeast Quarter of the

Southeast Quarter of Section 32, Township 3 South, Range 2 West, Salt Lake Base and Meridian;

thence North 89°29'26" West 2,641.53 feet along the 1/16 section line to the Southwest Corner of the Northwest Quarter of the

Southwest Quarter of said Section 32;

thence North 00°09'01" East 149.81 feet along the 1/16 section line to the southwesterly corner of the Questar Gas parcel (Tax

Parcel No. 26-32-200-001);

thence along said boundary, Northward and Westward along the boundary line of said parcel the following four (4) courses:

(1) North 86°15'53" East 232.00 feet;

(2) South 88°11'07" East 207.61 feet;

(3) North 00°09'01" East 185.12 feet;

(4) South 86°15'53" East 50.00 feet to said 1/16 section line;

thence along said Northeast and the easterly Right-of-Way Line of SR-111 the following seven (7) courses:

(1) Northwest 246.50 feet along the arc of a 268.31 foot radius curve to the right (center bears North 05°49'12" East and the

chord bears North 05°51'40" East 232.32 feet with a central angle of 52°38'15");

(2) North 00°49'41" East 172.48 feet;

(3) Northwest 281.95 feet along the arc of a 331.97 foot radius curve to the right (center bears North 58°27'28" East and the

chord bears North 06°36'27" West 279.91 feet with a central angle of 49°52'14");

(4) North 18°13'39" East 201.90 feet;

(5) Northwest 470.16 feet along the arc of 1,482.39 foot radius curve to the left (center bears North 71°40'21" West and the

chord bears North 09°14'30" East 468.16 feet with a central angle of 18°10'19");

(6) North 89°50'40" West 17.00 feet;

(7) North 00°09'20" East 792.30 feet to the northwesterly corner of an entire tract described as Parcel 21 in Special Warranty

Deed recorded as Entry No.

EXHIBIT B

BLOCK 2 WATER RATES EFFECTIVE MAY 1, 2024 THROUGH JUNE 30, 2025

PRESSURE ZONE	RATE (\$/AF)
ALL ZONES, not including applicable pumping charge	\$ 1,146.44
<u>Notes:</u>	

EXHIBIT C
WATER DEMAND TABLE

6,330 Total Units in All Pressure Zones of Olympia

Olympia - Pressure Zones 3 and 4, Water Demands Summary

Ensign Project Number 4056QQQ

1-Jul-24

								Demand per ERC		Peak Day Potable Source Demand		Storage Demand		Annual Demand	
I. OLYMPIA PRESSURE ZONE 3 - POTABLE SYSTEM DEMANDS					Total Units	Total ERCs	GPD	(GPM)	(GPD)	Unit Demand (Gal)	Total Demand (gal)	Unit Demand (Ac-ft)	Total Demand (ac- ft)		
INDOOR POTABLE SYSTEM DEMANDS															
Residential Potable Demands for 2211 total units					2,211	1,904	241	318.7	458,864	121	230,384	0.135	257.04		
Commercial Potable Demands Est. 7.5 ERCs					4	7.5	241	1.3	1,808	121	908	0.135	1.01		
Institutional Potable Demands Est. 0 ERCs (no Schools)					0	0	241	0.0	0	121	0	0.135	0.00		
Parks, common areas open spaces Potable Demands Est. 1.0 ERCs					1	1	241	0.2	241	121	121	0.135	0.14		
					Total potable demands	2,216	1,913		320	460,913		231,413		258.19	
PRESSURE ZONE 3 OUTDOOR IRRIGATION DEMANDS					Total acres in Zone	% irrigated	Area Irrigated (Acres)	Demand per Acre							
Residential Irrigation Demand for SF lots over 6500 SF irrigated with potable water - assume 65% waterwise 35% Turf							2.37	4.05	9.6	13,833	2,918	6,916	2.07	4.90	
Residential Irrigation Demand for SF lots under 6,500 SF irrigated with potable water - assume 65% waterwise 35% Turf (0.01 ac/unit)							26.08	4.05	105.7	152,218	2,918	76,109	2.07	53.89	
					Total Zone 3 residential irrigation demands		28.5		115.3	166,051		83,025		58.79	
All Open Space Irrigation for Multi Family Residential, Commercial, Institutional, Parks, Common Areas and Open Space For Pressure Zone 3					272.5	28.42%	77.44								
					Waterwise Irrigated Area	77.44	65%	50.34	2.86	143.8	207,019	2,056	103,509	1.46	73.29
					Irrigated Turf Area	77.44	35%	27.11	6.28	170.1	244,993	4,519	122,496	3.20	86.74
					Total Zone 3 Irrigation Demand		105.9		429.2	618,062.1		309,031.0		218.82	
Total Pressure zone 3 Indoor and Outdoor Potable System Demands with no Secondary System									749.3	1,078,974.6		540,443.5		477.01	

Olympia - Pressure Zone 4 - Water Demands Summary															
1-Jul-24															
						Demand per ERC	Peak Day Potable Source Demand		Storage Demand		Annual Demand				
II. OLYMPIA PRESSURE ZONE 4- POTABLE SYSTEM DEMANDS						Total Units	Total ERCs	GPD	(GPM)	(GPD)	Unit Demand (Gal)	Total Demand (gal)			
INDOOR POTABLE SYSTEM DEMANDS											Unit Demand (Ac-ft)	Total Demand (ac- ft)			
Residential Potable Demands for 2,120						2,120	1,666	241	278.9	401,583	121	201,625	0.135	224.95	
Commercial Potable Demands Est. 10 ERCs						4	10	241	1.7	2,410	121	1,210	0.135	1.35	
Institutional Potable Demands Est. 2 ERCs						2	2	241	0.3	482	121	242	0.135	0.27	
Parks, common areas open spaces Potable Demands Est. 1.0 ERCs						1	1	241	0.2	241	121	121	0.135	0.14	
Total Zone 4 Potable Demands						2,127	1,679		281	404,716		203,198		226.71	
PRESSURE ZONE 4 OUTDOOR IRRIGATION DEMANDS						Total acres In Zone	% irrigated	Area Irrigated (Acres)	Demand per Acre	Peak Day Potable Source Demand	Storage Demand		Annual Demand		
Residential Irrigation Demand for SF lots over 6500 SF irrigated with potable water - assume 65% waterwise 35% Turf								2.22	4.05	9.0	12,957	2,918	6,479	2.07	4.59
Residential Irrigation Demand for SF lots under 6,500 SF irrigated with potable water - assume 65% waterwise 35% Turf								23.32	4.05	94.5	136,109	2,918	68,055	2.07	48.19
Total Zone 4 residential irrigation demands							25.5		103.5	149,066		74,533		52.78	
All Open Space Irrigation for Multi Family Residential, Commercial, Institutional, Parks, Common Areas and Open Space For Pressure Zone 4						269.4	21.00%	56.57							
Waterwise Irrigated Area						56.57	65%	36.77	2.86	105.0	151,229	2,056	75,615	1.46	53.54
Irrigated Turf Area						56.57	35%	19.80	6.28	124.3	178,970	4,519	89,485	3.20	63.36
Total Zone 4 Irrigation Demand								82.1		332.8	479,265.2		239,632.6		169.68
Total Pressure zone 4 Indoor and Outdoor Potable System Demands with no Secondary System										614	883,981		442,830		396.39
Total Pressure zones 3 & 4 Indoor and Outdoor Potable System Demand with no Secondary System										1,363	1,962,956		983,274		873.40

Olympia - Pressure Zones 5 and 6, Water Demands Summary													
Olympia - Pressure Zone 5, Water Demands Summary													
1-Jul-24													
I. OLYMPIA PRESSURE ZONE 5 - POTABLE SYSTEM DEMANDS				Total Units	Total ERCs	Demand per ERC	Peak Day Potable Source Demand		Storage Demand		Annual Demand		
INDOOR POTABLE SYSTEM DEMANDS							(GPM)	(GPD)	Unit Demand (Gal)	Total Demand (gal)	Unit Demand (Ac-ft)	Total Demand (ac- ft)	
Residential Potable Demands for 1,034 total units				1,034	922	241	154.3	222,202	121	111,562	0.135	124.47	
Commercial Potable Demands Est. 5.9 ERCs				4	5.9	241	1.0	1,422	121	714	0.135	0.80	
Institutional Potable Demands Est. 112.5 ERCs (1 church & 2 Schools)				3	112.5	241	18.8	27,113	121	13,613	0.135	15.19	
Common areas open spaces and two parks with restrooms Potable Demands Est. 2.0 ERCs				2	2	241	0.3	482	121	242	0.135	0.27	
Total Zone 5 Potable Demands				1,043	1,042		174	251,218		126,130		140.72	
PRESSURE ZONE 5 OUTDOOR IRRIGATION DEMANDS				Total acres In Zone	% irrigated	Area Irrigated (Acres)	Demand per Acre	Peak Day Potable Source Demand		Storage Demand		Annual Demand	
Residential Irrigation Demand for 1,244 SF lots with potable water -assume 65% waterwise 35% Turf						17.2	4.05	69.7	100,389	2,918	50,195	2.07	35.54
All Open Space Irrigation for Multi Family Residential, Commercial, Institutional, Parks, Common Areas and Open Space For Pressure Zone 5				236	28.42%	67.07							
Waterwise Irrigated Area				67.07	65%	43.60	2.86	124.5	179,290	2,056	89,645	1.46	63.48
Irrigated Turf Area				67.07	35%	23.47	6.28	147.3	212,177	4,519	106,089	3.20	75.12
Total Zone 5 Irrigation Demand						84.3	341.6	491,855.9		245,927.9		174.14	
Total Pressure zone 5 Indoor and Outdoor Irrigation, Potable System Demand with no Secondary System							516	743,074		372,058		314.86	

Olympia - Pressure Zone 6, Water Demands Summary

1-Jul-24

I. OLYMPIA PRESSURE ZONE 6 - POTABLE SYSTEM DEMANDS		Total Units	Total ERCs	GPD	(GPM)	(GPD)	Unit Demand (Gal)	Total Demand (gal)	Unit Demand (Ac-ft)	Total Demand (ac- ft)	
Residential Potable Demands for 965 total units		965	924	241	154.6	222,684	121	111,804	0.135	124.74	
Commercial Potable Demands Est. 12.7 ERCs		4	12.7	241	2.1	3,061	121	1,537	0.135	1.71	
Institutional Potable Demands Est. 112.5 ERCs (1 church & 2 Schools)		3	112.5	241	18.8	27,113	121	13,613	0.135	15.19	
Common areas open spaces and two parks with restrooms Potable Demands Est. 2.0 ERCs		2	2	241	0.3	482	121	242	0.135	0.27	
Total Zone 6 Potable Demands		974	1,051		176	253,339		127,195		141.91	
PRESSURE ZONE 6 OUTDOOR IRRIGATION DEMANDS		Total acres In Zone	% irrigated	Area Irrigated (Acres)	Demand per Acre	Peak Day Potable Source Demand		Storage Demand		Annual Demand	
						(GPM)	(GPM)	(GPD)	Unit Demand (Gal)	Total Demand (gal)	Unit Demand (Ac-ft)
Residential Irrigation Demand for 1,244 SF lots with potable water -assume 65% waterwise 35% Turf				16.2	4.05	65.7	94,553	2,918	47,276	2.07	33.48
All Open Space Irrigation for Multi Family Residential, Commercial, Institutional, Parks, Common Areas and Open Space For Pressure Zone 5		161.6	28.42%	45.93							
Waterwise Irrigated Area	45.93	65%	29.85	2.86	85.3	122,768	2,056	61,384	1.46	43.47	
Irrigated Turf Area	45.93	35%	16.07	6.28	100.9	145,287	4,519	72,644	3.20	51.44	
Total Zone 6 Irrigation Demand			62.1		251.8	362,607.8		181,303.9		128.38	
Total Pressure zone 6 Indoor and Outdoor, Potable System Demands with no Secondary System					427.7	615,947.0		308,499.1		270.29	
Total Pressure zones 5 & 6 Indoor and Outdoor, Potable System Demand					944	1,359,021		680,557		585.15	
Total Pressure zones 5 & 6 fire storage at 3000 gpm for 3 hours = 540,000 gallons								540,000			
Total Pressure zones 5 & 6 Indoor and Outdoor Potable System Demands with 540,000 gallons fire flow					944	1,359,021		1,220,557		585.15	
Total Pressure zones 3 & 4 Indoor and Outdoor Potable System Demands with no Secondary System					1,363	1,962,956		983,274		873.40	
Total Pressure zones 3, 4, 5, & 6 Indoor and Outdoor Potable System Demand with no Secondary System					2,307	3,321,977		1,663,831		1458.55	
Total Pressure zones 3, 4, 5, & 6 Indoor and Outdoor Potable System Demand with 540,000 gallons of fire flow					2,307	3,321,977		2,203,831		1458.55	
Total units all zones	6,330	5,416					Water available from JVWCD - 1.35 AF/Acre				
Total units all zones including commercial, institutional and parks ERCs	6,360	5,446					Water available to Olympia - 939.283 acres X 1.35 AF/Acre =	1268.032			
							Deficit for Olympia to makeup (Acre-Feet)	190.517			

EXHIBIT D
ANNEXATION AGREEMENTS

The Lands annexed into the District are subject to the following Annexation Agreements:

- 1) Annexation Agreement for property owner Fox Landing, LLC.

Recorded in the records of the Salt Lake County Recorder as Entry 14263386 at Book 11504 Page 1257.

- 2) Annexation Agreement for property owner Richmond American Homes of Utah, Inc.

Recorded in the records of the Salt Lake County Recorder as Entry 14263387 at Book 11504 Page 1293.

- 3) Annexation Agreement for property owner Edge Homes Utah, LLC.

Recorded in the records of the Salt Lake County Recorder as Entry 14263388 at Book 11504 Page 1328.

- 4) Annexation Agreement for property owners Olympia Ranch, LLC; The Last Holdout, LLC; Bastian Family Foundation; Olympia Ranch 3, LLC; Jordan School District Board of Education; and Olympia Land, LLC.

Recorded in the records of the Salt Lake County Recorder as Entry 14263389 at Book 11504 Page 1364.



STAFF REPORT

DATE: October 3, 2024

TO: The Honorable Mayor and City Council

FROM: Bryce Terry, City Engineer

SUBJECT: Accounting of Recently Approved Change Orders

RECOMMENDATION:

No action, this report is for information only.

ISSUE BEFORE COUNCIL:

No action, this report is for information only.

BACKGROUND/SUMMARY:

The 7300 West Phase 2 Widening Project began construction in March of 2024. Since that time, there have been change orders approved for the project. Additionally, the Hidden Oaks Opens Space project has had a few change orders approved. This report details the most recent change orders that have been approved.

Per City Code, Staff is to notify the Council of any Change Order that exceeds \$20,000

(1-10-5H) “Change orders may be approved by the city manager, or assistant city manager, provided the total contract price, including change orders, is within the budget approved for the project; provided, however, the city manager or assistant city manager shall at the next regular city council meeting provide a full and complete accounting and description to the city council of any change orders or services, or series of change orders that exceed twenty thousand dollars (\$20,000.00).”

This report is to describe recent change orders that have been necessary for project completion. They are all within the contingency/allocated budget for the project currently.

DISCUSSION:

7300 West Widening:

The 7300 West Phase 2 Widening project has had three change orders approved since the last update as follows:

- CO #6: Sidewalk to be installed at the Thomas Property (North End of 7300 West)
 - Options were discussed with the Council on this property in a closed session on April 10.
 - Thomas' chose to move forward with our final offer as discussed in the Council meeting.
 - Total Additional Cost: **\$65,477.50**
- CO #7: Reduction in Bid Quantities
 - Resulted in *Reduction* of Cost: **\$6,439.48**
- CO #8: Overrun in asphalt quantities and soft spot repairs
 - Total Additional Cost: **\$6,380.50**

Hidden Oaks Open Space:

Three change orders have been approved for the Hidden Oaks Open Space Project as follows:

- CO # 1: Addition of Electrical conduit between sprinkler boxes
 - Total Additional Cost: **\$828.49**
- CO # 2: Raise Existing Storm Drain Hole manhole to grade
 - Total Additional Cost: **\$400.00**
- CO # 3: Additional Irrigation valves and spray heads
 - In the design an area of landscaping was unaccounted for, and created the need for additional valves, zones, and sprinklers to be installed than originally anticipated.
 - Total Additional Cost: **\$26,961.19**

ALTERNATIVES:

N/A

FISCAL IMPACT:

These contract adjustments can be handled by the project's contingency budgets, and still have a contingency budget remaining for the remainder of the project. See Tables 1 & 2 below for an analysis of the project budgets:

Table 1. 7300 W Project Budget Analysis

Project Budget	\$	3,272,900.00	
Original Contract Amount	\$	1,836,843.64	
Current Contract Amount	\$	1,919,341.92	
Other Costs (ROW, Design)	\$	165,000.00	
Contingency Remaining	\$	1,188,558.08	(62%)

Table 2. Hidden Oaks Open Space - Project Budget Analysis

Project Budget	\$ 1,100,000.00
Original Contract Amount	\$ 901,167.82
Current Contract Amount	\$ 931,185.99
Other Costs (Design)	\$ 39,000.00
Contingency Remaining	\$ 129,814.01 (14%)

ATTACHMENTS:

- Project Change Order Log – 7300 West Ph. 2
- Project Change Order Log – Hidden Oaks Open Space

CONSTRUCTION CHANGE ORDER LOG

Project Name	7300 West Roadway Improvements Phase 2
Project No.	0016-02
GL-Codes	40-47-605
Budget Amount	\$3,272,900.00
Other Costs	\$165,000.00

Contractor:	<u>Black Forest Paving</u>
Original Contract Amount	\$ 1,836,843.64 (Plus \$100,000 Early Completion Incentive)
New Proposed Contract Amount	\$ 1,919,341.92
Original Contingency Amount	\$1,271,056.36 (Includes Early Completion Incentive)

CONSTRUCTION CHANGE ORDER LOG

Project Name	Hidden Oaks Trail Phase 1
Project No.	0062-00
GL-Codes	20-47-630
Original Budget	\$1,100,000.00

Contractor	Marathon Maintenance
Original Contract Amount	\$ 901,167.82
New Proposed Contract Amount	\$ 931,185.99
Other Outstanding Balances	\$ 9,945.00
Original Contingency Amount	\$158,869.01



STAFF REPORT

DATE: October 9, 2024

TO: The Honorable Mayor and City Council

FROM: Blake Thomas, Community Development Director

SUBJECT: Consideration to amend Chapter 10-15, Article E “Sports and Entertainment Mixed Use Overlay Zone” of the Herriman City Ordinance

RECOMMENDATION:

Staff recommends that the City Council approve the request to amend Chapter 10-15, Article E “Sports and Entertainment Mixed Use Overlay Zone” of the Herriman City Ordinance as provided.

ISSUE BEFORE COUNCIL:

Should the City Council approve the request to amend the Herriman City Ordinance 10-15, Article E “Sports and Entertainment Mixed Use Overlay Zone” as recommended by the Planning Commission and City Staff?

BACKGROUND/SUMMARY:

Herriman adopted the Sports and Entertainment Mixed Use (SEMU) Overlay Zone in 2017 in conjunction with the approval of the RSL Training Facility. There was not a need for the SEMU Overlay Zone prior to this, so the current code is very specific to the RSL Training Facility. Some of the specific items include the requirement for the area designated for the SEMU Overlay Zone be at least 100 acres and include a single regional sports facility that can accommodate no fewer than 5,000 people.

Since the time City Council adopted the SEMU Overlay Zone, there has been interest from various groups to build additional sports and entertainment facilities. These concepts for additional facilities do not comply with the existing commercial or SEMU Overlay zone.

DISCUSSION:

In response to interest from several developers to construct sports and entertainment venues, staff have worked to create a draft amendment to the SEMU Overlay Zone (See Exhibit 1). The proposed changes to the SEMU Overlay Zone include:

- 1) A reduction to the minimum acreage required from 100 acres to 5 acres.

- 2) Addition of several specific commercial uses to be allowed in the Overlay Zone to encourage a mix of sports and entertainment-related uses in areas designated for the SEMU Overlay Zone.

Large parcels of land are not nearly as prevalent as they were just a few years ago in Herriman. As a result, there are few locations where the SEMU Overlay Zone could even be applied. As a result, the proposed reduction in required acreage for an area to be included in the SEMU Overlay Zone will allow the City flexibility when determining if an area may be designated for this overlay zone.

Sports and entertainment venues often require additional services and amenities nearby such as restaurants, hotels, and retail shops. Because of this, it is proposed that the permitted uses be expanded to include uses that complement sport, recreation, and entertainment uses. The Planning Commission recommended that personal care service uses be allowed as an accessory use to a primary permitted use, which is reflected in §10-15E-3 of Exhibit 1.

Several specific development standards for sports and entertainment uses have been included in the proposed amendment. Special consideration is to be made regarding site lighting, parking, and overall walkability. Often, sporting venues are large buildings that require specialized materials and additional height to accommodate certain sports (i.e. baseball/softball or football). These needs have been considered in the amended text.

Care has been taken to ensure that the existing SEMU Overlay Zone (RSL Training Facility) is still in compliance with the code. This proposal to amend the current code aligns with the goal of the City's General Plan to "be flexible and respond to shifting trends, needs, and impacts."

ALTERNATIVES:

Alternative No.	Pros	Cons
1) Approve the item as provided by staff and recommended by the Planning Commission. [Recommended]	Allows interested developers to apply to include their property in the SEMU Overlay Zone and have additional flexibility to develop their land in a manner that will support the goals of the City Council and the General Plan	None identified
2) Approve the item with additional conditions.	May allow for items to be addressed that were not yet considered by the staff or Planning Commission.	This could delay potential developments interested in developing per the proposed text amendment.
3) Continue the item to be considered at a future meeting.	May allow for items to be addressed that were not yet	This could delay potential developments interested in

	considered by the staff or Planning Commission.	developing per the proposed text amendment.
4) Deny the item	None identified	Eliminates the ability to apply a more flexible version of the code to land in Herriman.

FISCAL IMPACT:

There has not been a specific fiscal analysis completed for this item. It is anticipated that encouraging development of land per the SEMU Overlay Zone will result in increased revenue to the City from visitation to sites developed with a mix of sports and entertainment venues.

ATTACHMENTS

Exhibit 1: Proposed Text Amendment (with redlines)

Exhibit 2: Proposed Text Amendment (Clean Version)

ARTICLE E: SPORTS AND ENTERTAINMENT MIXED USE OVERLAY ZONE

[10-15E-1: Purpose](#)

[10-15E-2: Applicability](#)

[10-15E-3: Permitted And Conditional Uses](#)

[10-15E-4: Development Approval](#)

[10-15E-5: Development Standards](#)

[10-15E-6: Signage](#)

[10-15E-7: Sign Development Standards](#)

10-15E-1: Purpose

The purpose of the Sports and Entertainment Mixed Use (SEMU) Overlay Zone is to:

- A. ~~to~~Facilitate development of a master planned area for international sports training and associated commercial, educational, and ~~mixed~~office uses, including but not limited to exhibition events, community events, educational activities, and other mixed uses which are consistent with a national sports and training area. (Ord. 2017-54, 12-13-2017)
- B. ~~Recognize the uniqueness of significant sports and entertainment complexes and encourage the development of operations of those facilities.~~
- C. ~~Encourage flexible and creative development in order to offer a unique experience in a high-quality, visitor-friendly setting that contains a complementary mixture of land uses that enhance the experience of the place.~~
- D. ~~Support destination facilities and venues that encourage tourists from outside the City, including commercial, office, and recreational uses.~~

10-15E-2: Applicability

The provisions of this article shall apply to all land located within the SEMU Overlay Zone as shown on the official zoning map. (Ord. 2017-54, 12-13-2017)

10-15E-3: Permitted And Conditional Uses

~~Permitted and conditional uses allowed on land in the SEMU Overlay Zone shall include the same uses allowed in the underlying zone, or zones, in which the land is located and a single regional sports facility for viewing sports or sports training activities that can accommodate no fewer than five thousand (5,000) people shall be a permitted use. Once a development permit has been issued for a regional sports facility in the SEMU Overlay Zone, no additional sports facility shall be allowed except as may be incorporated into the original sports facility located within the SEMU Overlay Zone pursuant to the requirements of this title. (Ord. 2017-54, 12-13-2017)Only the following uses shall be permitted in the SEMU Overlay Zone:~~

- A. Recreation and Entertainment (Indoor and Outdoor)
 - 1. Permitted Use: Maximum Height shall be 60 (sixty) feet, as measured from the edge of right-of-way of the nearest public city-owned roadway.
 - 2. Conditional Use: The Planning Commission may conditionally approve a building with this use no taller than 125 (one-hundred twenty-five) feet.
- B. Personal Instruction Service
- C. Restaurant (General and Fast Food)
- D. Professional Office
- E. General Retail
- F. Hotel

Personal Care Service is allowed only as an accessory use within or attached to a structure with a primary permitted use. There shall be no more than 2 Personal Care Service uses within and attached to a primary permitted use.

10-15E-4: Development Approval

~~A development project in the SEMU Overlay Zone shall be considered and approved in the same manner required for development in the C-2 Zone, as set forth in chapter 12 of this title. (Ord. 2017-54, 12-13-2017)~~

- A. Generally: The use and development of land located in the SEMU Overlay Zone shall be approved according to the applicable administration and development review procedures set forth in chapter 5 of this title.
- B. Minimum Zone Area: All areas to be included in the SEMU Overlay Zone shall be at least five (5) acres.
- C. Site Plan Approval: Any development in the SEMU Overlay Zone shall be subject to approval of a site plan as provided in chapter 10-5-12 of this title.
- D. Conditional Use Approval: The conditional use permit procedures set forth in chapter 10-5-11 of this title shall be applied to requests in the SEMU Overlay Zone.

10-15E-5: Development Standards

- A. Generally: The development standards for land located in the SEMU Overlay Zone shall be the same as the standards for development located in the C-2 underlying zone, as set forth in chapter 12 of this title, except as modified by this article.
- B. Minimum Area: Each contiguous land area located within the SEMU Overlay Zone shall contain at least one hundred five (1005) acres. (Ord. 2017-54, 12-13-2017) The SEMU Overlay Zone need not be wholly contiguous so long as the minimum contiguous land area described in the preceding sentence is satisfied.
- C. Site Lighting: All exterior lighting shall conform to standards set forth in this section, and Title 10 of the City's land use development code. Site lighting for parking lots and walking paths within the SEMU Overlay Zone shall provide sufficient lighting to promote safety. A photometric plan shall be submitted and approved by the City Engineer to ensure site lighting does not negatively impact nearby residential developments.
- D. Street Access: Driveway access for facilities along streets shall be minimized by incorporating shared access and cross-access easements for adjacent lots with similar land uses.
- E. Parking: Parking areas shall be designated for efficient ingress and egress of the facility and shall include pick-up and drop-off zones near the facility entrance. When multiple facilities are adjacent, parking areas shall be designated so that both facility users can share them as set forth in chapter 10-24-11 of this title.
- F. Walkability: Sidewalks and walking paths shall be incorporated in the SEMU Overlay Zone to provide safe, efficient, and convenient pedestrian access to adjacent facilities within the SEMU Overlay Zone and adjacent developments where determined appropriate by the administrative land use authority and are compliant with 10-12-6(C)(3).
- G. Architectural Design Materials: All building materials shall be high-quality, durable, and provide a low-maintenance finish. All facades, including the back and side elevations, shall be constructed as follows:
 - 1. Primary Materials: The following are allowed to be used as a primary material on the building facade: Brick, Split Face CMU, stone, cultured stone, architectural metal panels, and concrete.

2. Secondary Materials: Secondary materials used on the building façade may include stucco, EIFS, engineered wood, and metal cladding.
3. Prohibited Materials: The following materials are specially prohibited: Unpainted or uncolored concrete, metal or tin (unless where used as an accent material), painted masonry (Brick, CMU, stone, etc)
4. Material Variation Required: Buildings shall consist of three (3) different materials, at least one (1) primary material shall be used. Primary materials shall consist of at least 50% of the building façade.
5. Shadow Relief Required: All buildings in the SEMU Overlay Zone shall have shadow relief created for all facades by recesses and projections. Recesses and projections shall provide a minimum of eighteen (18) inches of relief. Large, unbroken expanses of exterior wall in excess of seventy (70) feet shall be avoided. Awnings for windows and doors may not be used to account for shadow relief, but are encouraged to help break up large blank or mono-material spans of buildings.
6. Street facing facades shall also include pedestrian scale design elements, and other architectural elements that break up large blank, or mono-material sides of the building. These elements could include windows (faux or real), awnings, masonry detail, . Painting and signs shall not count as architectural detail.
7. Tilt-Up concrete construction is allowed.
8. Parapets concealing flat roofs shall be designed to match the existing architecture, and are required to screen all roof mounted equipment from all views at the ground level.
9. Specialized Sporting Event Venue Exception: A Recreation and Entertainment use that hosts indoor sporting events requiring field space in excess of 40,000 square feet for a specific sport use may use alternative building materials. Approval of alternative materials shall be approved by the Planning Commission when the following are observed:-
 1. The use of alternative building materials must be justified based on the specific needs of the sporting event. The applicant must provide a report from a licensed structural engineer confirming that the alternative materials comply with the current applicable building code.

B. Planning Commission

10-15E-6: Signage

Signage shall be allowed on land located in the SEMU Overlay Zone as follows:

- A. Underlying Zones: Signage shall be allowed to the same extent authorized in the underlying zone, or zones, as set forth in chapter 27 of this title.
- B. Additional Sign: Two (2) additional signs shall be allowed for a regional sports facility, with a capacity of at least 5,000 spectators, subject to the requirements set forth in section 10-15E-7 of this article. Such signs shall be permitted and employed only in conjunction with an operating regional sports facility and may not be constructed or maintained unless such facility is developed and operated. (Ord. 2017-54, 12-13-2017)

B.

10-15E-7: Sign Development Standards

- A. A sign for a regional sports facility shall be a permitted use and shall conform to applicable requirements of chapter 27 of this title and all applicable Federal and State law. Notwithstanding any other restriction in this Code, including chapter 27 of this title, or this title, a sign is an additional sign that shall be owned and operated by the operator of the sports facility or its affiliate. An application for a permitted sign shall first obtain planning

approval from the Community Development Director confirming compliance with each of the following requirements, and the requirements of subsection B of this section, in advance of applying for a building permit:

1. The sign shall be located within one hundred feet (100') of Mountain View Corridor right-of-way and within the boundaries of the SEMU Overlay Zone.
2. The sign shall not be located within fifty feet (50') of a planned residential dwelling and five hundred feet (500') from an existing residential dwelling.
3. The maximum height of the sign shall not exceed ~~forty five~~~~forty five~~ feet (45') above the average elevation of the ~~travelled~~~~traveled~~ way of Mountain View Corridor located within one hundred feet (100') from the base of the sign.
4. Each sign may have two (2) display faces with an active display area not to exceed seven hundred (700) square feet each, an inactive display area of not to exceed five hundred ~~forty eight~~~~forty eight~~ (548) square feet. However, in no event shall the total sign area exceed one thousand (1,000) square feet.
5. Each sign face shall be oriented towards the travelled way of the adjacent Mountain View Corridor and away from any residential dwellings located within fifty feet (50') from the sign.
6. No sign may be located closer than one thousand eight hundred feet (1,800') from another sign for a regional sports facility.
7. The sign, including the supporting structure, shall be architecturally consistent with surrounding development and shall include decorative material such as stone, brick, decorative steel, or similar materials.

B. In addition to the information required for a building permit as described in subsection A of this section, and the requirements as set forth in chapter 27 of this title, an application for a regional sports facility sign and a regional sports facility sign shall satisfy the requirements described below.

1. A site plan depicting the location of the proposed sign on the subject property, a rendering of the sign, and any fencing or other screening to segregate the sign area from adjoining uses;
2. A photometric plan for the sign along with a statement from the electronic display manufacturer certifying that each display will allow for automatic dimming based on night and day time and ambient light conditions based on industry best practices; and
3. An acknowledgement from the sign owner that the sign will be operated in accordance with the following criteria:
 1. An electronic display may allow for a change of messages but the interval between displayed messages shall not be more frequent than the greater of:
 1. Eight (8) seconds; or
 2. Any interval imposed by applicable State or Federal law.
 3. The actual message rotation, or change, shall be accomplished in one-quarter (1/4) second, or less.
 2. An electronic display face shall not contain or be illuminated by any flashing, intermittent, full motion video, scrolling, strobing, racing, blinking, changes in color, fade in, or fade out or any other imitation of movement or motion, or any other means not providing constant illumination for each message.

3. The text, images, and graphics of an electronic display face shall be static and complete within themselves, without continuation in content to the next image or message, or to any other sign. (Ord. 2017-54, 12-13-2017)

ARTICLE E: SPORTS AND ENTERTAINMENT MIXED USE OVERLAY ZONE

[10-15E-1: Purpose](#)

[10-15E-2: Applicability](#)

[10-15E-3: Permitted And Conditional Uses](#)

[10-15E-4: Development Approval](#)

[10-15E-5: Development Standards](#)

[10-15E-6: Signage](#)

[10-15E-7: Sign Development Standards](#)

10-15E-1: Purpose

The purpose of the Sports and Entertainment Mixed Use (SEMU) Overlay Zone is to:

- A. Facilitate development of a master-planned area for international sports training and associated commercial, educational, and office uses, including but not limited to exhibition events, community events, educational activities, and other mixed uses which are consistent with a national sports and training area. (Ord. 2017-54, 12-13-2017)
- B. Recognize the uniqueness of significant sports and entertainment complexes and encourage the development of operations of those facilities.
- C. Encourage flexible and creative development in order to offer a unique experience in a high-quality, visitor-friendly setting that contains a complementary mixture of land uses that enhance the experience of the place.
- D. Support destination facilities and venues that encourage tourists from outside the City, including commercial, office, and recreational uses.

10-15E-2: Applicability

The provisions of this article shall apply to all land located within the SEMU Overlay Zone as shown on the official zoning map. (Ord. 2017-54, 12-13-2017)

10-15E-3: Permitted And Conditional Uses

Only the following uses shall be permitted in the SEMU Overlay Zone:

- A. Recreation and Entertainment (Indoor and Outdoor)
 1. Permitted Use: Maximum Height shall be 60 (sixty) feet, as measured from the edge of right-of-way of the nearest public city-owned roadway.
 2. Conditional Use: The Planning Commission may conditionally approve a building with this use no taller than 125 (one-hundred twenty-five) feet.
- B. Personal Instruction Service
- C. Restaurant (General and Fast Food)
- D. Professional Office
- E. General Retail
- F. Hotel

Personal Care Service is allowed only as an accessory use within or attached to a structure with a primary permitted use. There shall be no more than 2 Personal Care Service uses within and attached to a primary permitted use.

10-15E-4: Development Approval

- A. Generally: The use and development of land located in the SEMU Overlay Zone shall be approved according to the applicable administration and development review procedures set forth in chapter 5 of this title.
- B. Minimum Zone Area: All areas to be included in the SEMU Overlay Zone shall be at least five (5) acres.
- C. Site Plan Approval: Any development in the SEMU Overlay Zone shall be subject to approval of a site plan as provided in chapter 10-5-12 of this title.
- D. Conditional Use Approval: The conditional use permit procedures set forth in chapter 10-5-11 of this title shall be applied to requests in the SEMU Overlay Zone.

10-15E-5: Development Standards

- A. Generally: The development standards for land located in the SEMU Overlay Zone shall be the same as the standards for development located in the underlying zone, as set forth in this title, except as modified by this article.
- B. Minimum Area: Each contiguous land area located within the SEMU Overlay Zone shall contain at least five (5) acres. The SEMU Overlay Zone need not be wholly contiguous so long as the minimum contiguous land area described in the preceding sentence is satisfied.
- C. Site Lighting: All exterior lighting shall conform to standards set forth in this section, and Title 10 of the City's land use development code. Site lighting for parking lots and walking paths within the SEMU Overlay Zone shall provide sufficient lighting to promote safety. A photometric plan shall be submitted and approved by the City Engineer to ensure site lighting does not negatively impact nearby residential developments.
- D. Street Access: Driveway access for facilities along streets shall be minimized by incorporating shared access and cross-access easements for adjacent lots with similar land uses.
- E. Parking: Parking areas shall be designated for efficient ingress and egress of the facility and shall include pick-up and drop-off zones near the facility entrance. When multiple facilities are adjacent, parking areas shall be designated so that both facility users can share them as set forth in chapter 10-24-11 of this title.
- F. Walkability: Sidewalks and walking paths shall be incorporated in the SEMU Overlay Zone to provide safe, efficient, and convenient pedestrian access to adjacent facilities within the SEMU Overlay Zone and adjacent developments where determined appropriate by the administrative land use authority and are compliant with 10-12-6(C)(3).
- G. Architectural Design Materials: All building materials shall be high-quality, durable, and provide a low-maintenance finish. All facades, including the back and side elevations, shall be constructed as follows:
 - 1. Primary Materials: The following are allowed to be used as a primary material on the building facade: Brick, Split Face CMU, stone, cultured stone, architectural metal panels, and concrete.
 - 2. Secondary Materials: Secondary materials used on the building façade may include stucco, EIFS, engineered wood, and metal cladding.
 - 3. Prohibited Materials: The following materials are specially prohibited: Unpainted or uncolored concrete, metal or tin (unless where used as an accent material), painted masonry (Brick, CMU, stone, etc)
 - 4. Material Variation Required: Buildings shall consist of three (3) different materials, at least one (1) primary material shall be used. Primary materials shall consist of at least 50% of the building façade.
 - 5. Shadow Relief Required: All buildings in the SEMU Overlay Zone shall have shadow relief created for all facades by recesses and projections. Recesses and projections

shall provide a minimum of eighteen (18) inches of relief. Large, unbroken expanses of exterior wall in excess of seventy (70) feet shall be avoided. Awnings for windows and doors may not be used to account for shadow relief, but are encouraged to help break up large blank or mono-material spans of buildings.

6. Street facing facades shall also include pedestrian scale design elements, and other architectural elements that break up large blank, or mono-material sides of the building. These elements could include windows (faux or real), awnings, masonry detail, . Painting and signs shall not count as architectural detail.
7. Tilt-Up concrete construction is allowed.
8. Parapets concealing flat roofs shall be designed to match the existing architecture, and are required to screen all roof mounted equipment from all views at the ground level.
9. Specialized Sporting Event Venue Exception: A Recreation and Entertainment use that hosts indoor sporting events requiring field space in excess of 40,000 square feet for a specific sport use may use alternative building materials. Approval of alternative materials shall be approved by the Planning Commission when the following are observed:
 1. The use of alternative building materials must be justified based on the specific needs of the sporting event. The applicant must provide a report from a licensed structural engineer confirming that the alternative materials comply with the current applicable building code.

10-15E-6: Signage

Signage shall be allowed on land located in the SEMU Overlay Zone as follows:

- A. Underlying Zones: Signage shall be allowed to the same extent authorized in the underlying zone, or zones, as set forth in chapter 27 of this title.
- B. Additional Sign: Two (2) additional signs shall be allowed for a regional sports facility, with a capacity of at least 5,000 spectators, subject to the requirements set forth in section 10-15E-7 of this article. Such signs shall be permitted and employed only in conjunction with an operating regional sports facility and may not be constructed or maintained unless such facility is developed and operated. (Ord. 2017-54, 12-13-2017)

10-15E-7: Sign Development Standards

- A. A sign for a regional sports facility shall be a permitted use and shall conform to applicable requirements of chapter 27 of this title and all applicable Federal and State law. Notwithstanding any other restriction in this Code, including chapter 27 of this title, or this title, a sign is an additional sign that shall be owned and operated by the operator of the sports facility or its affiliate. An application for a permitted sign shall first obtain planning approval from the Community Development Director confirming compliance with each of the following requirements, and the requirements of subsection B of this section, in advance of applying for a building permit:
 1. The sign shall be located within one hundred feet (100') of Mountain View Corridor right-of-way and within the boundaries of the SEMU Overlay Zone.
 2. The sign shall not be located within fifty feet (50') of a planned residential dwelling and five hundred feet (500') from an existing residential dwelling.
 3. The maximum height of the sign shall not exceed forty-five feet (45') above the average elevation of the traveled way of Mountain View Corridor located within one hundred feet (100') from the base of the sign.

4. Each sign may have two (2) display faces with an active display area not to exceed seven hundred (700) square feet each, an inactive display area of not to exceed five hundred forty-eight (548) square feet. However, in no event shall the total sign area exceed one thousand (1,000) square feet.
5. Each sign face shall be oriented towards the travelled way of the adjacent Mountain View Corridor and away from any residential dwellings located within fifty feet (50') from the sign.
6. No sign may be located closer than one thousand eight hundred feet (1,800') from another sign for a regional sports facility.
7. The sign, including the supporting structure, shall be architecturally consistent with surrounding development and shall include decorative material such as stone, brick, decorative steel, or similar materials.

B. In addition to the information required for a building permit as described in subsection A of this section, and the requirements as set forth in chapter 27 of this title, an application for a regional sports facility sign and a regional sports facility sign shall satisfy the requirements described below.

1. A site plan depicting the location of the proposed sign on the subject property, a rendering of the sign, and any fencing or other screening to segregate the sign area from adjoining uses;
2. A photometric plan for the sign along with a statement from the electronic display manufacturer certifying that each display will allow for automatic dimming based on night and day time and ambient light conditions based on industry best practices; and
3. An acknowledgement from the sign owner that the sign will be operated in accordance with the following criteria:
 1. An electronic display may allow for a change of messages but the interval between displayed messages shall not be more frequent than the greater of:
 1. Eight (8) seconds; or
 2. Any interval imposed by applicable State or Federal law.
 3. The actual message rotation, or change, shall be accomplished in one-quarter (1/4) second, or less.
 2. An electronic display face shall not contain or be illuminated by any flashing, intermittent, full motion video, scrolling, strobing, racing, blinking, changes in color, fade in, or fade out or any other imitation of movement or motion, or any other means not providing constant illumination for each message.
 3. The text, images, and graphics of an electronic display face shall be static and complete within themselves, without continuation in content to the next image or message, or to any other sign. (Ord. 2017-54, 12-13-2017)



STAFF REPORT

DATE: October 9, 2024

TO: The Honorable Mayor and City Council

FROM: Blake Thomas, Community Development Director

SUBJECT: Consideration to amend the Herriman City Zoning map by applying the Sports and Entertainment Mixed-Use (SEMU) Overlay Zone to property generally located between Miller Crossing Drive and Midas Creek, and between Herriman Main Street and Mountain View Corridor

RECOMMENDATION:

Staff recommends that the City Council approve the request to amend the Herriman City Zoning Map by applying the SEMU Overlay Zone to 16.98 acres area identified in Exhibit 2, referred to hereafter as *North of Miller Crossing*, dependent upon the City Council's approval of a text amendment to the SEMU Overlay Zone Ordinance.

ISSUE BEFORE COUNCIL:

Should the City Council approve the request to amend the Herriman City Zoning Map to apply the SEMU Overlay Zone to the 16.98-acre area identified as *North of Miller Crossing*?

BACKGROUND/SUMMARY:

The City Council adopted the SEMU Overlay Zone in 2017 in conjunction with the approval of the RSL Training Facility. There was no need for the SEMU Overlay Zone before this, so the 2017 version of the SEMU Overlay Zone is very specific to the RSL Training Facility. Some of the specific items include the requirement for the area designated for the SEMU Overlay Zone to be at least 100 acres in size and include a single regional sports facility that can accommodate no fewer than 5,000 people. Currently, the only area in Herriman that has the SEMU Overlay Zone applied to it is the RSL Training Facility.

DISCUSSION:

To apply SEMU Overlay Zone to the North of Miller Crossing area, a text amendment will first need to be approved by the City Council.

Developable property within the North of Miller Crossing area totals 16.98 acres and is currently owned by two entities: Herriman City (12.33 acres) and MLM Holdings (4.65 acres). The Herriman City-owned portion of the property is under contract with Herriman 73 Partners and is scheduled to be acquired within the next two years. The conceptual site plan (see Exhibit 2) for the site was prepared by representatives of Herriman 73 Partners in coordination with representatives from MLM Holdings. Both parties have an interest in developing sports training facilities for baseball and basketball as well as supporting uses such as a hotel and restaurant/retail pad.

The North of Miller Crossing area has a general plan designation of General Retail, with the intent to encourage development that draws customers City-wide and from the surrounding regional context. The site is zoned Auto Mall Special District (AMSD), which only allows for new or used automobile sales and a narrow list of accessory uses related to automobiles. Approximately 50 acres south of the North of Miller Crossing site are also zoned as AMSD. The SEMU Overlay Zone allows for the property to be used for either AMSD or SEMU purposes.

The site is along Mountain View Corridor and can be accessed via Main Street and Miller Crossing Drive, which is anticipated to be completed by October 31, 2024. Additionally, a transit corridor has been preserved along Main Street for a future bus or light-rail service. The Midas Creek Trail runs the entire length of the property on the north and provides access to the Anthem Commercial Development.

It is anticipated that the proposed Sports/Recreation uses at this site will draw in visitors helping to support nearby retail stores, restaurants, and the proposed hotel in Anthem, and encourage the development of similar types of businesses in the area.

ALTERNATIVES:

Alternative No.	Pros	Cons
1) Approve the item as provided by staff and recommended by the Planning Commission. [Recommended]	Allows the site to be developed with some flexibility in land uses that can help support the commercial centers in the area. Addresses desires of the City Council and the adopted General Plan encouraging development that attracts customers city-wide and regionally.	The uses may not align with the City Council's original vision for auto dealerships in this area.
2) Approve the item with conditions.	May allow for items to be addressed that were not yet considered by the staff or Planning Commission.	This could delay the development of the site.
3) Continue the item to be considered at a future meeting.	May allow for items to be addressed that were not yet considered by the staff or Planning Commission.	This could delay the development of the site and may require the item to be heard again by the Planning Commission.
4) Deny the item	None identified	Eliminates the ability to have flexibility for land uses at the site.

FISCAL IMPACT:

There has not been a specific fiscal analysis completed for this item. It is anticipated that developing the North of Miller Crossing area per the SEMU Overlay Zone with the uses anticipated in the conceptual site plan will result in positive revenue to the City from increased visitation of those associated with the events and training that will take place at the sports venues.

ATTACHMENTS

Exhibit 1: North of Miller Crossing Area Map

Exhibit 2: North of Miller Crossing Conceptual Site Plan

**HERRIMAN CITY
INFORMATION
MAP**

0 295 590
Feet



- Parcels
- Existing Roads
- North of Miller Crossing
- Streams

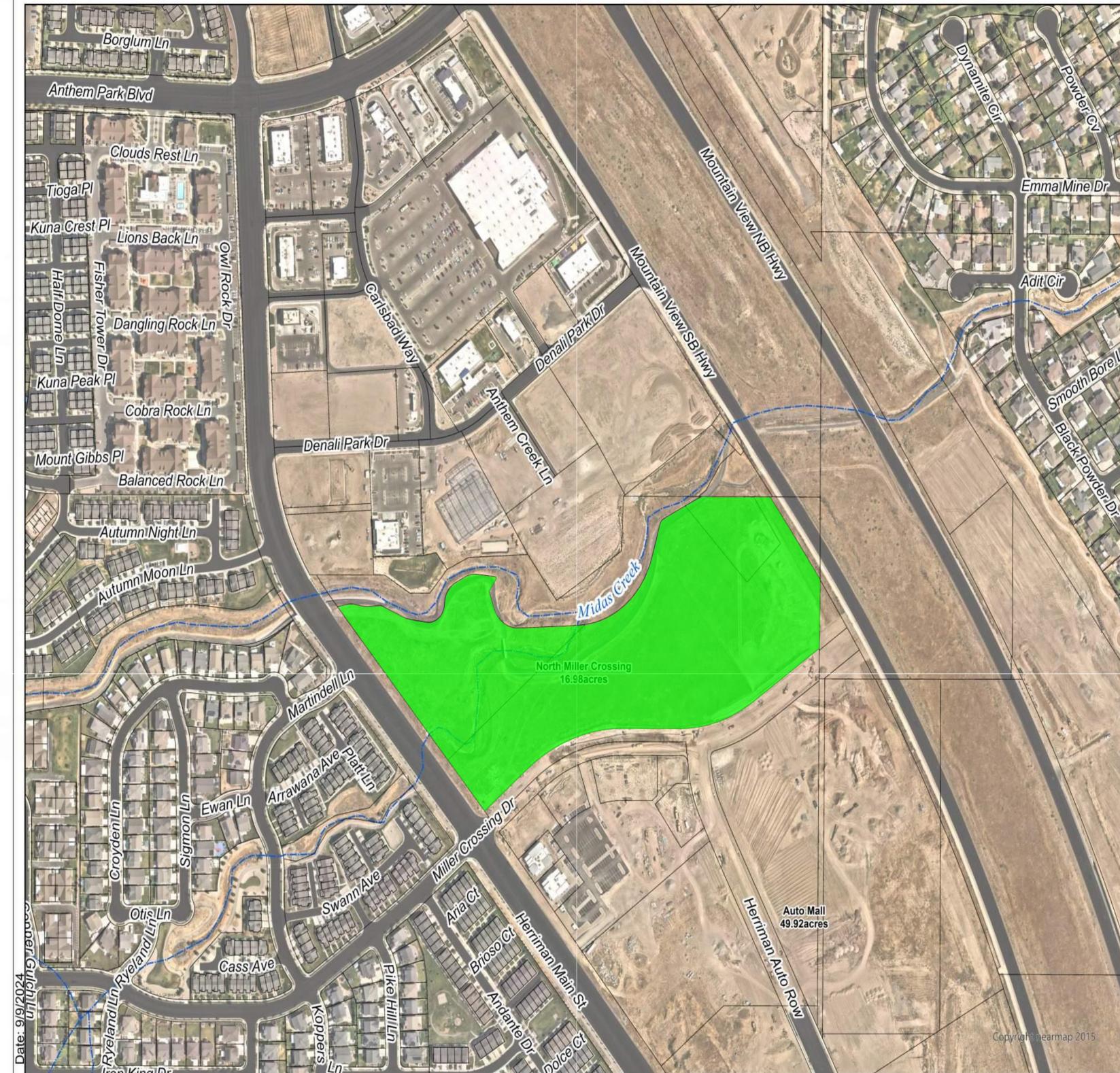
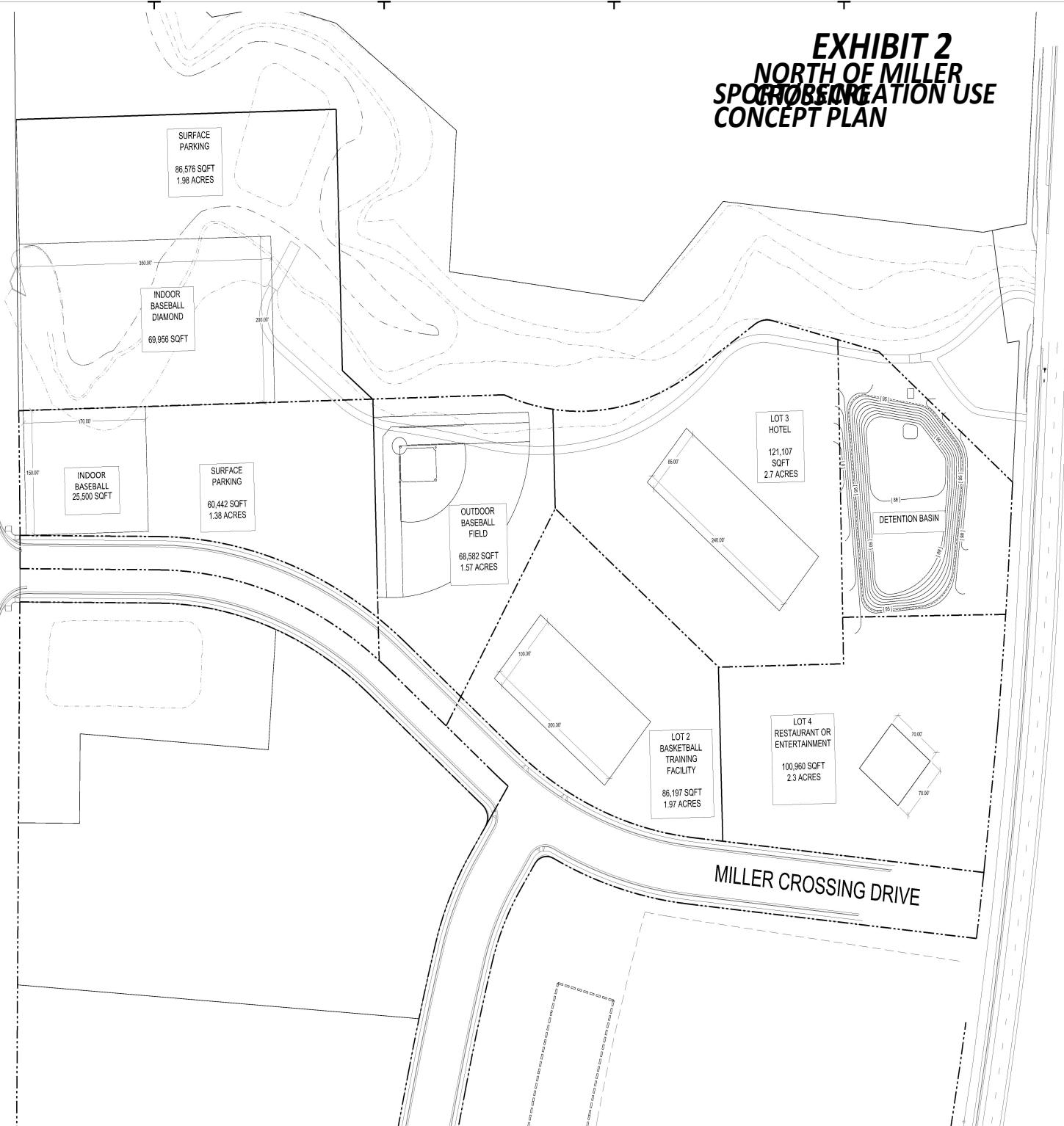


EXHIBIT 2
NORTH OF MILLER
SPORTS/RECREATION USE
CONCEPT PLAN

HERRIMAN MAIN ST



MCNEIL ENGINEER
Economic and Sustainable Design. Professionals You Know and Trust.
6610 South Sandy Parkway, Suite 200 Sandy, Utah 84070 801.255.7700 email:
Civil Engineering • Consulting • Landscaping • Architecture
Structural Engineering • Land Surveying & H.D.

CONCEPT PLAN

REV	DATE	REVISIONS	DESCRIPTION
0	09/03/2014		

PROJECT NO: 183811
DRAWN BY: TJO
CHECKED BY: TJD
RE-CHECKED BY: 30-24

NOTICE
The Contractor is responsible for verifying location, elevation, dimensions, and description on the ground.

CIVIL SITE PLAN
C1.
01



STAFF REPORT

DATE: October 9, 2024

TO: The Honorable Mayor and City Council

FROM: Blake Thomas, Community Development Director

SUBJECT: Discussion and Consideration of an Agreement to Defer Payment of Building Permit Fees for a Proposed Hotel in the Anthem Commercial Center –Blake Thomas, Community Development Director

RECOMMENDATION:

Staff recommends approval of the agreement.

ISSUE BEFORE COUNCIL:

Should the City Council approve an agreement to defer payment of building permit fees for a proposed Holiday Inn Express in the Anthem Commercial Center?

BACKGROUND/SUMMARY:

The Anthem Commercial Center contains a variety of commercial uses that benefit from the center's proximity to arterial roadways and population density centers for Herriman and South Jordan. The success of the commercial development has resulted in interest in constructing Herriman's first hotel. The developer has obtained preliminary approval for the project and is currently working through the building permit review process.

DISCUSSION:

The City building permit fees are assessed for all new building permits based on a fee schedule adopted by the City Council. The outstanding building permit fees for the Holiday Inn Express project are shown in Table 1.

Table 1. Anthem Hotel Permit Fee Estimate

Item	Qty	Unit	Unit Cost	Total
Site Plan Fee	1	EA	\$ 35.00	\$ 35.00
Building Permit Fee	1	EA	\$ 96,349.00	\$ 96,349.00
Plan Review Fee	65%	EA	\$ 62,626.85	\$ 62,626.85
Electrical Fee	1	EA	\$ 47.00	\$ 47.00
Plumbing Fee	1	EA	\$ 17.00	\$ 17.00
Mechanical Fee	1	EA	\$ 17.00	\$ 17.00
Grading Fee	1	EA	\$ 23.50	\$ 23.50
State Surcharge	1%	EA	\$ 964.30	\$ 964.30
Safety Impact Fee	55,116	SF	\$ 0.50	\$ 27,558.00
Traffic Impact Fee	100	Rooms	\$ 3,260.96	\$ 326,096.00
Fire Impact Fee	55,116	SF	\$ 0.27	\$ 14,881.32
Engineering Plan Check Fee	1	EA	\$ 3,000.00	\$ 3,000.00
Water Connection Fee	1	EA	\$ 2,150.00	\$ 2,150.00
Water Impact Fee	1	EA	\$ 46,689.39	\$ 46,689.39
Storm Drain Impact Fee	2.594	AC	\$ 2,610.84	\$ 6,772.52
Total Fees:				\$ 587,226.88

Fees collected by the city from building permits are used to fund various items including infrastructure improvements associated with impacts directly attributable to the project, pay for staff time associated with conducting plan reviews, meet and correspond with the applicant, and perform inspections.

The city is nearing the completion of a fee study for building permit fees, which will result in adjustments to the building permit fees. Additionally, the developer anticipates conducting a site specific traffic impact study which will likely result in an adjustment to the traffic impact fee amount.

The agreement (see Exhibit 1) obligates the developer to pay a portion of the total fee in the amount of \$18,788 before the city will begin the building permit review. The remaining permit fee amount due is required to be paid in full no later than October 1, 2026 or prior to issuance of a certificate of occupancy, whichever occurs first. The developer is also provided with the option of paying fees in installments or all at once at the end of the agreement term. Neither interest nor other fees are included in the agreement.

ALTERNATIVES:

Alternative	Pro	Con
1. Approve the agreement	City has assurance that the fees will be paid no later than October 1, 2026. Allows the project to move forward with permit review	None identified
2. Continue the item for further discussion	Allows for more time to study the impacts of deferring payment	Will take more staff time with no anticipated benefits
3. Deny approval of the agreement	None identified	May impact the feasibility of the project.

FISCAL IMPACT:

Generally, this request results in no impact on the city budget, the revenue timing may be delayed by approximately 24 months.

ATTACHMENTS:

Exhibit 1: Fee Deferment Agreement

**HOLIDAY INN EXPRESS
BUILDING PERMIT FEE AGREEMENT**

This Building Permit Fee Agreement (“Agreement”) is made this _____ day of _____, 2024, by and between **Herriman**, a Utah municipality (“City”), and, KP Investments LLC – Series 1, a Utah Limited Liability Corporation (“Developer”) (collectively, the “Parties”).

Recitals:

- A. Developer plans to construct approximately a 55,000 sq. ft. hotel building in the Anthem Commercial Development located on Lot 1102 of the Anthem Commercial Development in Herriman, Utah (“Project”).
- B. Developer will generate tax revenue, and create jobs, which are considered a desirable service to the community, (“Benefits”).
- C. Developer will complete a site specific traffic impact study.
- D. City is in the process of completing a building permit fee study.
- E. The City desires to encourage and support development of the Project.
- F. To help facilitate the viability of the Project, the City is willing to defer certain building permit fees.

Agreement:

NOW, THEREFORE, in consideration of the premises, covenants, and undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties intending to be legally bound, agree as follows:

1. **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 design, fabrication, construction, installation, operation, maintenance, or testing of the Improvements (ordinary wear and tear excepted). If any claim is made against the City to which the City claims a 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. Further, Developer represents, warrants, and certifies to the City that all work performed and materials used in connection with the Improvements are free from defect in material or workmanship; and all work performed and materials used shall conform to approved City specifications and applicable construction codes and local laws and ordinances regarding the construction of similar facilities; and that the material used is free from defect in design or otherwise suitable for their intended purpose. The warranty set forth in this section shall expire one year after the date of conveyance of the Improvements to the City.

2. **City's Obligations.** Due to the Benefits provided by the Developer, the City agrees to defer certain building permit fees, not to exceed the amount of \$568,000 for the Project, as provided in Exhibit A, until October 1, 2026, or the date of issuance of the Certificate of Occupancy, whichever occurs first.
3. **Developer's Obligations.** The Developer has the discretion to pay the building permit fees, as provided in Exhibit A, in installments or in full, however, the full payment must be received by the City no later than October 1, 2026 or before the issuance of the Certificate of Occupancy.

5. **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.

KP Investments LLC – Series 1
Attn: Darshan Kansagra
11193 South Redwood Road No. 2
South Jordan, Utah 84095

Herriman City
Attn: City Manager
5355 South Herriman Main Street
Herriman, UT 84096

- (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.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have signed this Agreement on the day and year last below written.

HERRIMAN

By _____
Lorin Palmer, Mayor
Dated: _____

ATTEST:

Jackie Nostrom, City Recorder

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by **Lorin Palmer** and **Jackie Nostrom**, as the Mayor and City Recorder, respectively, of **HERRIMAN**, a Utah municipality.

Notary Public

DEVELOPER

KP Investments LLC – Series 1,

By:

Its:

By: _____
Its: _____

State of Utah)
 ss.
County of Salt Lake)

On the ___ day of _____, ____ personally appeared before me, _____ who duly acknowledged that he executed the within document as the Manager of _____ the Manager of _____.

NOTARY PUBLIC

Residing at: _____

Exhibit A

Anthem Hotel Permit Fees Estimate

Item	Qty	Unit	Unit Cost	Total	Notes
Site Plan Fee	1	EA	\$ 35.00	\$ 35.00	Fixed fee per ordinance
Building Permit Fee	1	EA	\$ 96,349.00	\$ 96,349.00	Based on valuation provided by Developer
Plan Review Fee	65%	EA	\$ 62,626.85	\$ 62,626.85	65% of permit, electrical, plumbing, and mechanical
Electrical Fee	1	EA	\$ 47.00	\$ 47.00	Fixed fee per ordinance
Plumbing Fee	1	EA	\$ 17.00	\$ 17.00	Fixed fee per ordinance
Mechanical Fee	1	EA	\$ 17.00	\$ 17.00	Fixed fee per ordinance
Grading Fee	1	EA	\$ 23.50	\$ 23.50	Fixed fee per ordinance
State Surcharge	1%	EA	\$ 964.30	\$ 964.30	1% of building, electrical, plumbing, and mechanical
Safety Impact Fee	55,116	SF	\$ 0.50	\$ 27,558.00	Police
Traffic Impact Fee	100	Rooms	\$ 3,260.96	\$ 326,096.00	Engineering
Fire Impact Fee	55,116	SF	\$ 0.27	\$ 14,881.32	Fire
Engineering Plan Check Fee	1	EA	\$ 3,000.00	\$ 3,000.00	Engineering Site Review and Construction Inspection Fees
Water Connection Fee	1	EA	\$ 2,150.00	\$ 2,150.00	Water
Hydraulic Analysis Fee	0	EA	\$ 500.00	\$ -	Only charged at subdivision
Water Impact Fee	1	EA	\$ 46,689.39	\$ 46,689.39	(2" Meter=\$24,998) + (\$663/1000 sf of landscaped area)(32,717 sf)
Storm Drain Impact Fee	2.594	AC	\$ 2,610.84	\$ 6,772.52	Engineering
Total Fees: \$				\$ 587,226.88	
30% Pre-Pay Fee: \$				\$ 18,788.06	This amount is required to be paid to begin building permit review
Deferred Amount: \$				\$ 568,438.82	

Notes:

1. Traffic impact study may reduce traffic impact fee depending on results of the study.
2. Building permit fee study may affect final amounts for several items associated with the building permit



STAFF REPORT

DATE: October 9, 2024

TO: The Honorable Mayor and Members of the City Council

FROM: Clinton Spencer, AICP, Planning Manager

SUBJECT: Discussion and consideration of 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)

RECOMMENDATION:

Staff requests the following from the Council:

- Staff recommends the City Council review the proposed ordinance, which includes amendments based on previous discussions with the Council, that 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 approve the proposed ordinance as revised by City staff to include Council's changes and recommendations.

ISSUE BEFORE CITY COUNCIL:

Should the City Council approve an ordinance to regulate accessory vehicle storage in the City

BACKGROUND & SUMMARY:

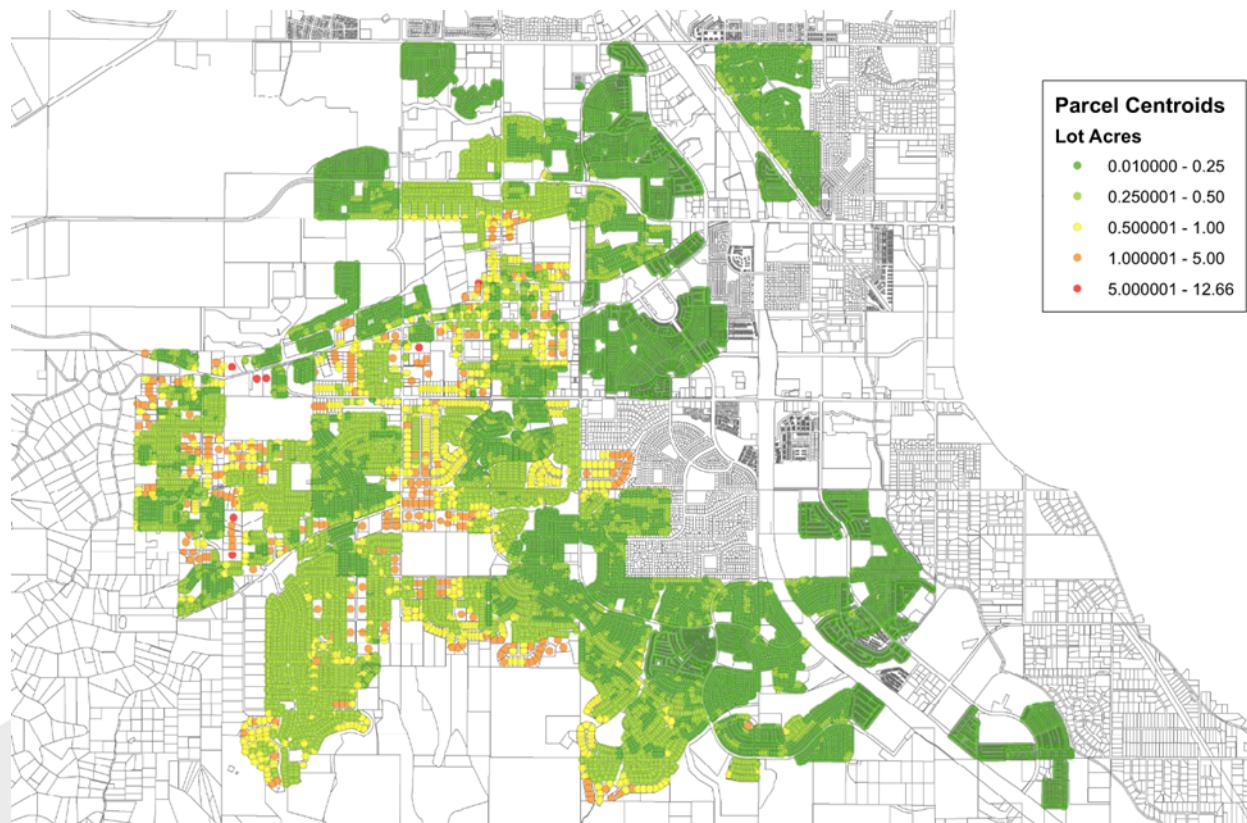
In August 2023 the Planning Commission heard, and held a public hearing, a proposal to amend the City ordinance to regulate the storage of accessory vehicles (RV's, utility trailers, etc.) in residential zones (Agricultural, Residential and Forest Recreational) throughout the City. Staff presented the item to the Council in February, May, and August of 2024 and made revisions to the proposed ordinance based off those discussions with the Council. Several changes were made to the proposed ordinance from the time it was recommended for approval by the Planning Commission. Staff has worked to identify and clarify changes that have been 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 = 8 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's in A, R, FR zones.
8. Removed requirement to store AV's 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. RV's used during the construction of a home are allowed to hook up to City services including water, sewer, and electricity.
12. Removed any requirement of aesthetics and only required AV's to be in good working order.
13. Referred any noise issues to comply with existing City ordinance regarding noise limitations.
14. Removed screening requirements except when the total number of AV's exceeds what is allowed on the property.
15. 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	8 / 11 with CU
5.1-12.66	7	10 / 14 with CU



Further ordinance amendments from the proposed amendment will need to include AV storage as a Home Occupation use.

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. Staff has continued to receive comments and questions from City residents regarding the ordinance and concerns that too many AV's are being stored on properties adjacent to home owners in the City.

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:

The City Council may consider the following alternatives:

Alternatives	Recommendation	Reasons For Motion	Reasons Against Motion
Approve Council modified proposal as submitted	Yes	Approval will clarify standards, improve enforcement, promote safety, mitigate impacts on community aesthetics, comply with the General Plan, and protect property values regarding AV's in the City.	None identified by staff
Modify proposal		Modification(s) may improve the proposal	Modification(s) may not be based on facts or recommended practices and have unintended consequences
Postpone proposal (with or without date)		Postponing the proposal would allow the City and staff additional time to research and revise the proposal if needed	Postponing would extend the decision-making process and require additional resources
Deny proposal		Denial would maintain current enforcement of AV storage.	Denial would restrict code enforcement regarding the storage of AV's throughout the City.

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, UTAH
ORDINANCE NO. 2024 -

**AMENDING TITLE 10 OF HERRIMAN CITY CODE TO REGULATE THE
OUTDOOR STORAGE OF RECREATIONAL AND ACCESSORY VEHICLES ON
PRIVATE PROPERTY.**

WHEREAS, the City of Herriman, pursuant to Utah State Code, may adopt an ordinance to establish land development regulations (“Zoning”), which includes the adoption or amendment of Zoning text or map; and

WHEREAS, pursuant to Utah State Code, the Planning Commission shall prepare and recommend any Zoning text amendments to the City Council; and

WHEREAS, pursuant to the City of Herriman Land Development Code, the Planning Commission shall hold a public hearing and provide reasonable notice at least ten (10) days prior to the said public hearing to recommend any Zoning text amendments to the City Council; and

WHEREAS, a notice of a Planning Commission public hearing on a Zoning text amendment was posted in three (3) public locations and mailed to affected entities on August 4, 2023, for a meeting to be held on August 16, 2023, at 7:00 p.m.; and

WHEREAS, the Planning Commission voted 6-0 to recommend approval of the Zoning text amendment in a public meeting held on August 16, 2023, at 7:00 p.m. in the City Council Chamber; and

WHEREAS, pursuant to Herriman City Code, it is the responsibility of the City Council to consider the Zoning text amendment and Planning Commission recommendation in a public meeting; and

WHEREAS, a City Council public meeting was held on October 9, 2024, at 7:00 p.m. to discuss the Zoning text amendment; and

WHEREAS, the City Council finds that it is in the best interest of the citizens of Herriman City to adopt the Zoning text amendment, which was recommended by the Planning Commission and documented in City File number Z2023-071;

NOW, THEREFORE, be it ordained by the Herriman City Council for the approval to amend the Herriman City Official Zoning Ordinance, Title 10, 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 9th day of October 2024.

HERRIMAN CITY

ATTEST:

Mayor Lorin Palmer

Jackie Nostrom, City Recorder

Attachment A

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 (i.e. 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
- 4-4. 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 may attach to any utility including water, sewer, gas or electrical with the required permits.
 - d. The Recreational Vehicle and site must be maintained in a manner as not to create excessive amounts of trash, smells and unnecessary debris.
 - e. Complies with Chapter 4-6 of the City ordinance pertaining to Noise Control

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 condition.

E. For AV's with wheels, proper blocking which ensures secure storage on the site, especially on sloped storage areas is required.

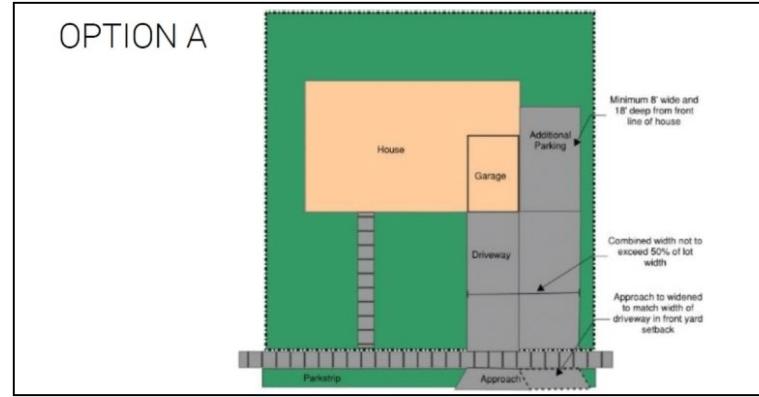
F. Number of allowed Accessory Vehicles including Recreational Vehicles and utility trailers for each of the following lots zoned as Agricultural (A), Residential (R), or Forest Recreation (FR);

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 – 10,890 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 – 217,800 Sq. Feet)
 - a. Total of eight (8)
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

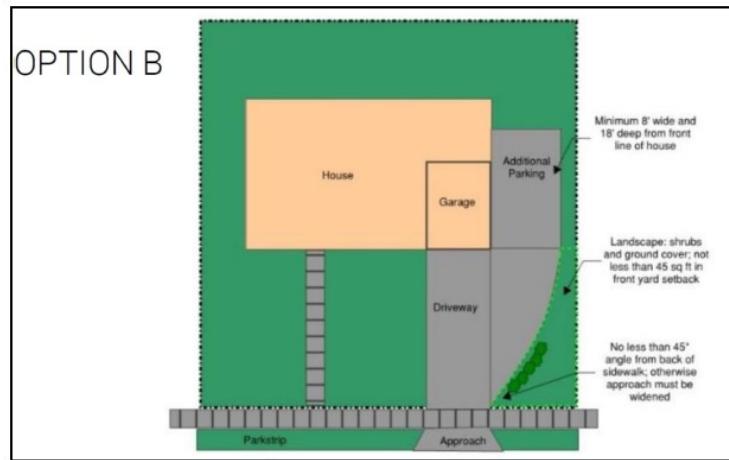
- b. A conditional use for AV storage must be applied for which includes obtaining a Home Occupation for AV storage.
- c. When an applicant exceeds the maximum number of AV's allowed on a property the following improvements shall be provided:
 1. All storage of AV's must be on an improved surface of 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. 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 storage area 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.

H. 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.

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Defined: 12-2-1 (COPY/REFER in 10-29-22)

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4. Designed to be self-propelled or permanently towable by a light duty truck (up to Class 3, or 14,000lbs. GVWR), and
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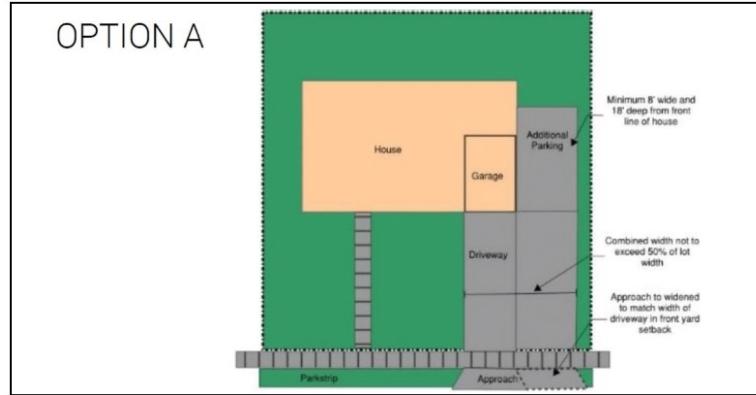
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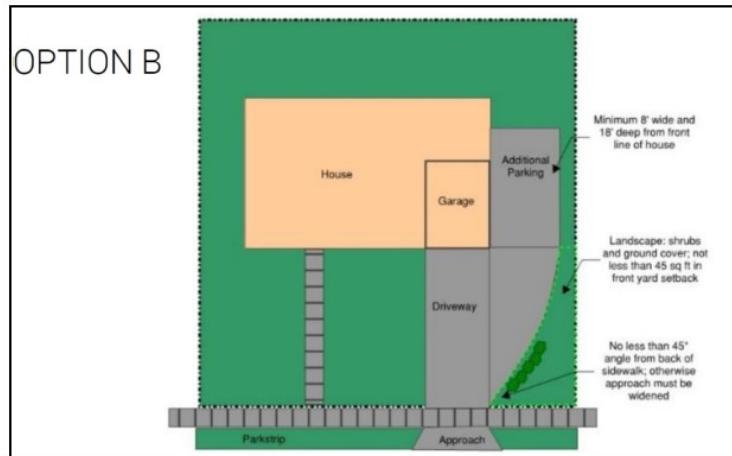
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H. Time of Compliance

1. In order to provide Herriman residents time to comply with City ordinance and who do not currently comply with City ordinance:
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STAFF REPORT

DATE: October 3, 2024

TO: The Honorable Mayor and City Council

FROM: Bryce Terry, City Engineer

SUBJECT: Consideration to Approve a Reimbursement Agreement with Edge Home for the Mountain Ridge Park

RECOMMENDATION:

The engineering department recommends that the city council enter into a reimbursement agreement with Edge Homes to construct the site work for the Mountain Ridge Park.

ISSUE BEFORE COUNCIL:

Should the City Council enter into a reimbursement agreement to construct site improvements at Mountain Ridge Park?

BACKGROUND/SUMMARY:

Edge Homes is the developer of the Mountain Ridge Development. They are nearing completion on all of the phases in the development. For the development, the City and Edge Homes entered into a Master Development Agreement. In that agreement, it is specified that the developer is to cover 50% of the cost to install irrigation and sod for the entire 10-acre park parcel.



Figure 1. Project Map

DISCUSSION:

The project will include park amenities such as a pavilion, playground equipment, restrooms, multisport grass fields, and a parking lot with 27 spaces. The subject property will also provide stormwater detention for the Mountain Ridge development and includes a portion of the Welby Jacobs Trail.

Funding to construct the park will primarily be from impact fees generated by the Mountain Ridge development. The City Council has allocated \$1.5 million for the project, and the engineering cost estimate for the park is within the approved budget.

Construction of the park is anticipated to begin in the fall of 2024 and will be done by the developer, Edge Homes. Construction is planned to be completed by spring or early summer of 2025.

This Reimbursement Agreement will cover all landscaping, utilities, and site work for the park. The City will order the playground, restroom, and pavilion separately of the reimbursement.

ALTERNATIVES:

Option 1 Enter into a Reimbursement Agreement with Edge Homes for \$705,000 for the Mountain Ridge Park.

Option 2 Do not enter into a reimbursement agreement for the park project. This will likely cause the construction to be pushed to a later date.

FISCAL IMPACT:

A breakdown of the potential costs of the park are as follows:

Total Reimbursement	\$705,000.00
Additional amenities purchased by city outside of reimbursement	
CXT Restroom	\$225,000.00
Restroom Concrete	\$7,500.00
Pavilion	\$60,000.00
Pavilion Concrete	\$10,000.00
Playground Equipment	\$177,000.00
Total additional amenities	\$479,500.00
Total Cost to City	\$1,184,500.00

ATTACHMENTS:

- Draft Reimbursement Agreement
- Exhibit A – Reimbursement Costs
- Site Plans

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement (“**Agreement**”) is between Herriman City, a Utah municipal corporation (“**City**”), and Edge Homes Utah, LLC, a Utah limited liability company (“**Developer**”). This Agreement is effective on the date that the last party executes this Agreement as indicated by the date stated under that party’s signature line (“**Effective Date**”).

Background

A. The Developer is undertaking certain development activities (“**Project**”) on property located at within the City’s jurisdiction for the Mountain Ridge Development.

B. The Project is subject to, and governed by, Herriman City Code and a Master Development Agreement for Mountain Ridge dated April 22, 2020, “**MDA**”.

C. As part of the Project, the Developer is required to design, construct, and dedicate certain public improvements (“**Project Improvements**”). As a condition of development, the City has required certain public infrastructure to be included (“**System Improvements**”). Project Improvements and System Improvements shall collectively be referred to as “**Improvements**.”

D. The City has agreed to reimburse the Developer for costs incurred in providing the System Improvements, subject to the terms and conditions of this Agreement and signed.

Therefore, the parties agree as follows:

Agreement

1. **Obligation to Reimburse.** The City is obligated to reimburse the Developer for City Park Improvements, and 50% of the cost to install sod and irrigation for the 10-acre site per the MDA. Site improvements to be reimbursed are shown in Exhibit A and as dictated in Construction Plan Set Titled **Herriman Mount Ridge Park** approved July 2, 2024 and held in the Herriman City Hall Offices.

2. **Developer Obligations.**

a. The Developer shall construct and dedicate to the City the Improvements for the site including any real property or easements on which the Improvements are located.

b. The Improvements shall be completed at the Developer's sole cost and expense by qualified licensed contractors and in accordance with State and City standards. Prior to the City's acceptance of ownership of the Improvements, the Developer shall provide evidence, satisfactory to the City, that all labor, materials, equipment, and other costs incurred in performing the Improvements have been paid in full and that the City will receive the Improvements, including any real property and easements, free and clear of all liens and encumbrances, and any claims that may ripen into a lien.

c. The Developer agrees to dedicate or deed all such Improvement and real property to the City in a form acceptable to the City.

d. The Developer hereby warrants that all work installed and every part thereof shall remain in good condition and free from all defects due to faulty materials or workmanship during the warranty period. The Developer shall promptly make all repairs, corrections, and/or replacements for all defects in workmanship, materials, and equipment during the warranty period, without charge or cost to the City. The City reserves the right to inspect, photograph, or televise the work and notify the Developer of the conditions of the work. The Developer shall thereupon immediately make any repairs or corrections required by this section and Article 6.16 of the General Conditions of the Manual of Standard Specifications, 2017 Edition, published by Utah T2 Center, copyright Utah Chapter APWA. **"Warranty Period"** means a period of one (1) year beginning on the date on which the City certifies the work complete and accepts the Improvements.

e. The City shall own the Improvements after the City has inspected and accepted the Improvements. Before the City accepts the Improvements, the Developer shall post a one-year warranty bond in favor of City in the amount of 10% of the actual improvements.

3. **Indemnification.** To the off fullest extent allowed by law, the 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 the Developer's acts or omissions in connection with the design, fabrication, construction, installation, operation, maintenance, or testing of the Improvements for a period of one (1) year after acceptance of the Improvements by the City. If any claim is made against the City during said one-year period to which the City has a right of

indemnification from the Developer hereunder, 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, the 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. In addition, for a period of one (1) year after acceptance of the Improvements by the City, the Developer warrants and certifies to the City that all work performed and materials used in connection with the Improvements are free and clear of any defects. The Developer shall indemnify and hold the City harmless for breach of any warranties hereunder.

4. **Reimbursement.**

a. The System Improvements identified and depicted in Exhibit A are the only items eligible for reimbursement. Some bid items such as the grading for the pond expansion are purely project expenses, and will not be reimbursed by the City.

b. After the Improvements are completed and accepted by the City, the City shall reimburse the Developer for actual costs incurred by the Developer in connection with the installation of the System Improvements, less any fees paid by the City for fee title of the Improvements and any applicable other expenses. The maximum amount of reimbursement shall be the actual costs expended by the Developer or \$705,000.00, whichever is less.

c. "**Actual Costs**" means the costs actually incurred or expended to construct or install the System Improvements and disbursements to general contractors for construction labor and materials. Actual Costs shall not include financing costs, interest, or expenses incurred or expended for the acquisition of real property, except the purchase price. Prior to such amounts being paid to the Developer, the Developer shall submit substantiation that is reasonably acceptable to the City of such amounts.

d. Within 45 days of the City's acceptance of the Improvements *and* substantiation of expenses, the City shall remit payment to the Developer.

5. **Offset Rights.** The 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 the Developer under Section 4 of this

Agreement any amount that the City may be entitled to recover from the Developer pursuant to indemnification provisions of this Agreement. Neither the exercise nor the failure to exercise such right of setoff will constitute an election of remedies or limit any of the City's indemnifications pursuant to Section 3 of this Agreement.

6. **Term.** This Agreement shall automatically terminate in 10 years following the Effective Date. No reimbursement shall be due or payable after said 10-year period, except reimbursement from impact fees for System Improvements, if applicable.

7. **General Provisions.**

a. *Binding Agreement.* This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties.

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 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.

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 below.

k. *Time of Essence.* Time is the essence of this Agreement.

l. *Assignment.* The Developer may not assign its rights, or delegate its duties, hereunder without the City's prior written consent. The City may freely assign its rights and delegate its duties under this Agreement, whereupon the assignee shall succeed to, and the City shall be correspondingly released from, all of the City's rights, duties, and liabilities hereunder.

Herriman City

Signature: _____

Name: _____

Title: _____

Date: _____

Attested: _____
City Recorder

Developer

Signature: _____

Name: _____

Title: _____

Date: _____

Acknowledgement

State of _____)

§

County of _____)

On this ___ day of _____, 20___, before me personally came _____

(*name of document signer*), whose identity is personally
known to me (or proven on the basis of satisfactory evidence) and who duly
sworn/affirmed to me that he/she is the _____ (*title of office*) of
_____ (*name of corporation/trust/entity*) and said he/she has
the authority of said corporation/trust/entity to sign this instrument and said
corporation/trust/entity executed the same.

Notary Public

(seal)

Mt. Ridge Park Bid Summary

Bids

M & T Enterprises Sitework	\$264,888.10
Automated Rain Landscaping	\$499,439.45
Edge Homes Concrete & Sitework	\$46,310.00
Contingency & Overhead	\$202,659.39

Total Bids **\$1,013,296.94**

Non-Reimbursable items / City Credits

Pond Expansion	\$83,982.55
Edge 1/2 of sprinklers	\$101,500.00
Edge 1/2 of sod	\$106,200.00
Edge 1/2 of topsoil	\$18,225.00
Duplicate striping item	\$2,000.00

Total Credits **\$311,907.55**

Total Reimbursable Amount **\$701,388.84**



ENTERPRISES

*Diversified construction and
Infrastructure Expert*

1250 East 200 South, STE 1D
Lehi, UT 84043
385-535-3903

To: Edge Homes	Contact:
Address: 13702 S 200 W, B12 Draper, UT 84020	Phone: (801) 494-0150 Fax:
Project Name: Herriman Park At Mountain Ridge	Bid Number:
Project Location: Herriman	Bid Date: 8/22/2024

- Physical Disconnect Excluded
- All interior sidewalk for Restroom, Pavilion and Playground excluded
- Signage Excluded
- 2.5" Services bid as 2" as 2.5" Poly is not available

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	Mobilization	1.00	LS	\$6,942.00	\$6,942.00
	Traffic Control	1.00	LS	\$1,449.00	\$1,449.00
	Gravel Construction Entrance	1,750.00	SF	\$2.95	\$5,162.50
	Asphalt Sawcut, Remove & Replace	500.00	SF	\$6.95	\$3,475.00
	Remove and Replace Curb and Gutter	40.00	LF	\$31.10	\$1,244.00
	Remove and Replace Sidewalk	200.00	SF	\$5.20	\$1,040.00
	Mass Ex: Cut/Fill	14,487.00	CY	\$4.00	\$57,948.00
	Grade Pond	85,015.00	SF	\$0.25	\$21,253.75
	Mass Ex: Cut/Stockpile	1,328.00	CY	\$3.60	\$4,780.80
	4" SDR-35 Sewer Lateral W/ Cleanout (187 LF)	1.00	EACH	\$6,726.00	\$6,726.00
	Imported Trench Backfill - Sewer	175.00	TON	\$8.15	\$1,426.25
	18" ADS Pipe	45.00	LF	\$58.60	\$2,637.00
	48" SD Manhole	2.00	EACH	\$6,151.50	\$12,303.00
	Curb Inlet Box	1.00	EACH	\$3,443.50	\$3,443.50
	Underground Detention System	1.00	LS	\$36,863.00	\$36,863.00
	Import Trench Backfill - Storm Drain	28.00	TON	\$8.15	\$228.20
	RPZ	1.00	EACH	\$6,283.00	\$6,283.00
	1.5" Culinary Water Service	1.00	EACH	\$5,924.50	\$5,924.50
	2" Culinary Water Service	1.00	EACH	\$9,972.50	\$9,972.50
	Import Trench Backfill - Culinary Water	30.00	TON	\$8.15	\$244.50
	2" Pressurized Irrigation Service	1.00	EACH	\$9,442.00	\$9,442.00
	Import Trench Backfill - Pressurized Irrigation	10.00	TON	\$8.15	\$81.50
	Prepare Subgrade	12,897.00	SF	\$0.37	\$4,771.89
	Fine Grade For Asphalt	9,275.00	SF	\$0.17	\$1,576.75
	Prep And Base For Curb And Gutter	505.00	LF	\$6.75	\$3,408.75
	Prep And Base For Sidewalk	2,350.00	SF	\$1.75	\$4,112.50
	Prep And Base For Drive Approach	2,350.00	SF	\$3.30	\$7,755.00
	Roadbase 8" - Hauled, Placed and Compacted	9,275.00	SF	\$1.10	\$10,202.50
	24" Highback Curb And Gutter	395.00	LF	\$7.25	\$2,863.75
	24" Modified Curb and Gutter	110.00	LF	\$7.25	\$797.50
	6" Sidewalk	2,350.00	SF	\$1.15	\$2,702.50
	Drive Approach	290.00	SF	\$9.06	\$2,627.40
	ADA Ramps	1.00	EACH	\$1,000.00	\$1,000.00
	3" Asphalt	9,275.00	SF	\$2.50	\$23,187.50
	Striping	1.00	LS	\$1,012.06	\$1,012.06

Total Price for above Items: **\$264,888.10**

Notes:

- All Bonds (performance and payment, bid or other) excluded.
- Quantities are based on provided plans and specifications. All Bid items will be billed based upon actual quantities.
- Prices are valid for 15 days from the date on this proposal.
- We have assumed typical excavation conditions. All Blasting, Ripping, Soft Subgrade, and Dewatering excluded.
- All survey, including data for machine control, to be provided by owner.
- Required Compaction testing to be provided by the owner.
- Conflicts with existing utilities excluded. Additional costs will apply for any necessary looping of Utilities.
- The above pricing includes all labor, equipment, materials, supervision and miscellaneous costs required to build the project per provided plans and specifications dated:

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

M&T Enterprises

Authorized Signature: _____

Estimator: Jake Easton

(801) 921-0136 jeaston@mt-enterprises.com

Automated Rain
1326 Palmyra Dr
Spanish Fork, UT 84660
Automatedrain@gmail.com

Estimate



ADDRESS	
EDGE Homes Po Box 216 Orem, UT 84059	

ESTIMATE #	DATE	
Herriman Park	08/19/2024	

Edge to cover 50% of cost

ACTIVITY	QTY	RATE	AMOUNT
Sprinklers Herriman Park	1	203,000.00	203,000.00
Sod	360,000	0.59	212,400.00
Grading	405	0.09	36.45
Tree 2"	62	425.00	26,350.00
Bush 5 Gallon	122	49.00	5,978.00
Flower 1 gallon	35	19.00	665.00
Edge soil	4,050	9.00	36,450.00
Decorative Rock	54	90.00	4,860.00
Mow	25	100.00	2,500.00
Hydroseed	40,000	0.18	7,200.00
TOTAL			\$499,439.45

Accepted By

Accepted Date

EDGE Homes

Mountain Ridge Herriman City Park

	<i>Quantity</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Total</i>
Flatwork Labor				
Sidewalk Around Future Playground	1,720.00	SF	\$5.00	\$8,600.00
Bike Rack Pad	1.00	LS	\$350.00	\$350.00
Bench Pads	4.00	LS	\$350.00	\$1,400.00
Flatwork for Pavilion (installed after pavilion)	-	SF	N/A	N/A
Flatwork for Restroom (installed after restroom)	-	SF	N/A	N/A
Total Price for above Flatwork Labor Items:	\$10,350.00			
Concrete Material				
Sidewalk Around Future Playground	35.00	CY	\$190.00	\$6,650.00
Bike Rack Pad	1.00	CY	\$190.00	\$190.00
Bench Pads	4.00	CY	\$190.00	\$760.00
Sidewalk Around Parking Lot	48.00	CY	\$190.00	\$9,120.00
Approaches	7.00	CY	\$190.00	\$1,330.00
Curb and Gutter	34.00	CY	\$190.00	\$6,460.00
Total Price for above Concrete Material Items:	\$24,510.00			
Signage				
Signage	1.00	LS	\$2,400.00	\$2,400.00
Construction Fence around Playground	310.00	LF	\$5.00	\$1,550.00
Total Price for above Signage Items:	\$3,950.00			
Striping				
Parking Lot Striping	1.00	LS	\$2,000.00	\$2,000.00
Total Price for above Striping Items:	\$2,000.00			
Power				
Power Estimate	1.00	LS	\$5,500.00	\$5,500.00
Total Price for above Power Items:	\$5,500.00			
Subcontractors Bids				
M&T Enterprises	1.00	LS	\$264,888.10	\$264,888.10
Automated Rain	1.00	LS	\$499,439.45	\$499,439.45
Total Price for above Subcontractors Bids Items:	<b">\$764,327.55</b">			
Contingency and Overhead				
Contingency (5%)	1.00	LS	\$40,531.88	\$40,531.88
Overhead (20%)	1.00	LS	\$162,127.51	\$162,127.51
Total Price for above Contingency and Overhead Items:	\$202,659.39			

*Installed after pavilion

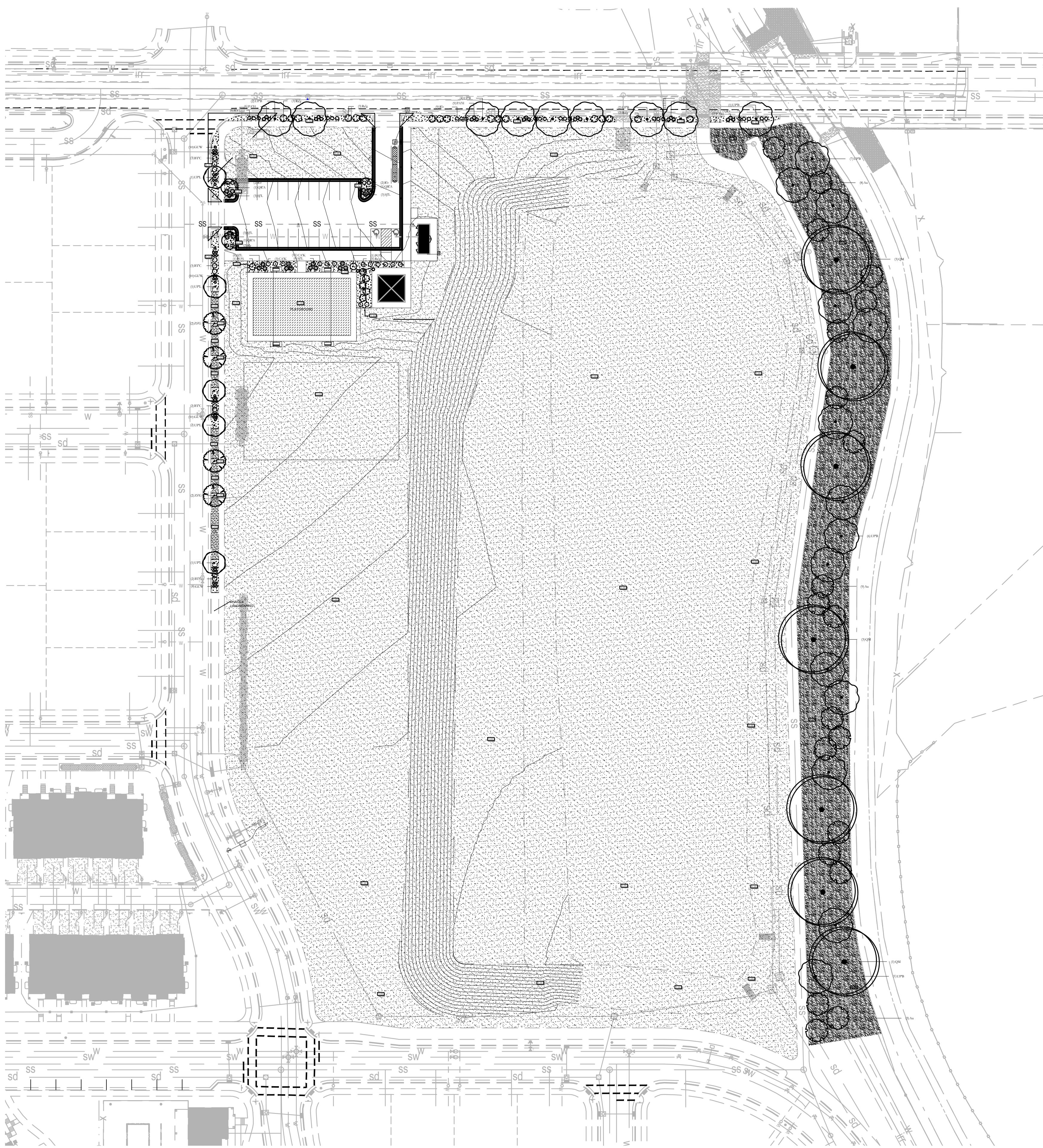
*Installed after restroom

Duplicate item
in M&T Bid

EDGE Homes

Mountain Ridge Herriman City Park

	<i>Quantity</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Total</i>
				Total Bid Price: \$1,013,296.94



ISSUE DATE

6/3/2024

UT19041

811
BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC.
1-800-662-4111
www.bluestakes.org



0' 25' 50' 100' 200'
GRAPHIC SCALE: 1" = 50'

HERRIMAN PARK MOUNTAIN RIDGE HERRIMAN, UTAH

PROJECT NUMBER

PLAN INFORMATION

PROJECT INFORMATION

DEVELOPER / PROPERTY OWNER / CLIENT

LANDSCAPE ARCHITECT / PLANNER

LICENSE STAMP

DRAWING INFO

1 XXXX

DATE
XX-XX-XX

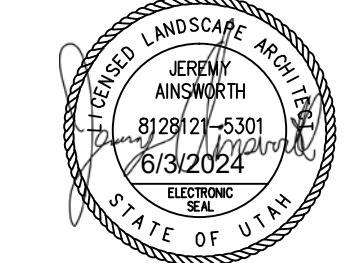
PM: JTA
DRAWN: ACP
CHECKED: JMA
PLOT DATE: 6/3/2024

EDGE HOMES
801-494-0150

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LANDSCAPE OVERALL PLAN
CITY PERMIT SET

LP-100