



CITY COUNCIL AGENDA

Wednesday, August 26, 2015

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

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

COUNCIL BUSINESS

- A. Review of this evening's agenda
- B. Administrative Reports
 - 1. Landscaping Ordinance Discussion – Bryn McCarty, City Planner
 - 2. Building Department Report – Cathryn Nelson, Building Official
 - 3. Human Resource Department Update – Travis Dunn, Human Resource Manager
 - 4. Discussion regarding the Special Military Project Cooperative Agreement (ACUB) – John Brems, City Attorney
 - 5. Other Updates
- C. Adjournment

7:00 PM - GENERAL MEETING:

- 1. CALL TO ORDER
 - A. Invocation and Pledge
 - B. Mayor's Comments
 - C. Council Recognitions
- 2. PUBLIC COMMENT: *Audience members may bring any item to the Mayor and Council's attention. Comments will be limited to two or three minutes. State Law prohibits the Council from acting on items that do not appear on the agenda.*
- 3. REPORTS, PRESENTATIONS AND APPOINTMENTS
 - A. Proposed Blackridge recommendations – Tami Moody, Director of Administration and Communications
- 4. CONSENT AGENDA
 - A. Approval of the Monthly Financial Report – Alan Rae, Finance Director
 - B. Consideration of an Interlocal Agreement with Salt Lake County regarding Local Transportation Corridor Preservation Funds – Brett Wood, City Manager
 - C. Consideration of an Interlocal Agreement with Salt Lake County with respect to Public Works Services and the 2015 Chip Seal Program – Monte Johnson, Operations Director
- 5. DISCUSSION AND ACTION ITEMS
 - A. Discussion and consideration of a rezone located at 13457 South Rose Canyon Road from A-1 to A-.25 – Bryn McCarty, City Planner
 - B. Discussion and consideration of a rezone located at 12457 South 5600 West from C-2 to R-2-10 - Bryn McCarty, City Planner

THIS AGENDA IS SUBJECT TO CHANGE WITH MINIMUM 24-HOURS NOTICE

- C. Discussion and consideration for adoption of a resolution of the City Council of Herriman City, Utah authorizing the issuance and sale of not more than \$23,000,000 aggregate principal amount of sales and franchise tax revenue bonds, series 2015A and \$7,000,000 aggregate principal amount of sales and franchise tax revenue refunding bonds, Series 2015B (together, the “Series 2015 Bonds”); and related matters – Alan Rae, Finance Director

6. MAYOR AND COUNCIL COMMENTS

7. CALENDAR

A. Meetings

- September 3 – Planning Commission meeting 7:00 p.m.
- September 9 – City Council work meeting 5:00 p.m.; City Council meeting 7:00 p.m.

B. Events

- September 7 – Labor Day; City Offices Closed
- September 11 – Patriot Day

8. ADJOURNMENT

9. RECOMMENCE TO WORK MEETING (IF NEEDED)

10. CLOSED SESSION (IF NEEDED)

A. *The Herriman City Council may 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*

11. SOCIAL GATHERING (No Action will be taken on any items)

- A. Social gathering will be at McDonald’s; 5108 West 13400 South, Herriman, UT

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

ELECTRONIC PARTICIPATION

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

CITIZEN COMMENT POLICY AND PROCEDURE

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

Certificate of Posting

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

Posted and Dated this 21st day of August 2015

Jackie Nostrom, CMC
City Recorder



BLACKRIDGE REPORT

DATE: 8/20/2015
TO: The Honorable Mayor and City Council
FROM: Tami Moody
SUBJECT: Blackridge Reservoir – Options to reduce impact on surrounding neighborhood

BACKGROUND:

The City held a public meeting on July 28th to discuss resident concerns revolving around the popularity of Blackridge Reservoir and the traffic and parking concerns that affect the surrounding neighborhood. During that meeting suggestions were made by both staff and residents that could possibly alleviate some of the impact on the neighborhood. It was decided that staff would explore the recommendations for their feasibility and return to City Council on August 26th with a final list for consideration.

Since that meeting, staff has researched options that could be viable. These options have the potential of significant costs associated with them and some, if selected, would require a study as well as a public meeting to determine the impact level they pose on the community. The study for certain programs would determine if there is a legitimate purpose for the proposed solution and if that solution is rationally related to that purpose. Staff is seeking direction from the City Council regarding which options they would like to see implemented, at which time we will begin the process.

Options for recommendation:

1. Patron Educational Program at the start of each season (approx. cost range of \$950 - \$1200/yr)
2. Maximum Capacity requirement (approx. cost range of \$300 - \$16,000/yr)
3. Camera system installation – For live feed of attendance levels (approx. cost range of \$3,000 - \$4,000 to install)
4. Officer at entrance gate – weekends & holidays (approx. cost range of \$15,000 - \$22,000)
5. Blackridge parking lot expansion (approx. cost range of \$120,000 - \$130,000)
6. Red Curb Striping (approx. cost range of \$2,000 to \$3,500 based on area)
7. Directional signs through neighborhood (approx. cost range of \$3,000 - \$4,000 based on # of signs)
8. Park entrance fee (Potential revenue of \$165,000/yr, but costs could outweigh based on how we choose to collect the fee: staff, meter, pay station box, etc)
9. Fence Enclosure around reservoir (approx. cost range of \$44,000 - \$60,000 based on materials)
10. Pay Station Box (approx. cost range of \$6500 - \$8000 plus staffing for money collection & enforcement)
11. Metered Parking – Single Meter, or Multi Space Meter (10 spaces) (approx. cost range of \$50,000 - \$118,000 + solar battery, wiring costs and communication fees)

12. Staffed Pay Booth (approx. cost range of \$11,500 - \$25,000 plus staffing cost)
13. Parking Permit Program (approx. cost range of \$30,000 to \$50,000 for signage and passes. City staff would propose 2 standard and 2 guest passes be provided to those residents). The program would be in place May 31 thru Sept 7th from 11am – 7pm .

DISCUSSION:

Staff has spoken with other cities and reviewed parking permit programs they have in place. They have also considered which programs would be more suitable when implemented in conjunction with each other.

Prior to the implementation of any solutions, it would be necessary to perform a study and consider potential impacts placed on the neighboring residents. Once a study is completed, a public meeting would be held to inform residents of what those potential impacts would be as well as educate them on the proposed plan.

It should also be determined if the need for certain solutions is more egregious in this neighborhood than in others, and will justify taking immediate action, ie. red curbing intersections, cul-de-sac signs, parking issues, otherwise we could get in a situation where additional subdivisions come forth requesting a need for these same compensations, thus creating additional costs.

RECOMMENDATION:

The following solutions are potential combinations that would work best if implemented together:

- 1-Patron Education Program, Maximum Capacity Requirement, Camera Installation: **\$15,000 & Up**
- 2-Patron Education Program, Maximum Capacity Requirement, Camera Installation, Park Entry Fee, Pay Booth, Additional Parking Spaces, Fencing: **\$210,000 & Up**
- 3-Patron Education Program, Maximum Capacity Requirement, Camera Installation, Neighborhood Parking Permit Program, Directional Signs: **\$69,000 & Up**

It is important to note that these costs are estimates based on the basic needs of each option. Additional costs could be revealed once a study is performed and the plan for solutions has been laid out. Once Council provides direction as to the solutions they would like implemented, staff will immediately request a study, hold public meetings late fall, and prepare to request a budget amendment for execution of the solutions as of January 2016. The completion date would be set in time for the season opening in May 2016.

Questions regarding the details of each option will be able to be answered by the City Engineer, Blake Thomas, the City Operations Director, Monte Johnson, and the IT/Finance Director, Alan Rae.



Mayor and Council

Monthly Financial Summary

Attached is the May financial report, all of the figures are through June 30, 2015. I have presented the information in summary format, please contact me with any questions or concerns.

General Fund

The general fund has revenues exceeding expenditures through May 31, 2015 in the amount of \$772,337, this represents an increase in fund balance. This increase is a temporary condition as many of our budgeted expenditures will happen in the spring. Our budget expects an increase of \$212,467 to fund balance.

Budget

The budget numbers represent the adopted budget.

Alan W Rae
Director of Finance

GENERAL FUND

	6/30/2015	Budget	% of Budget
REVENUE			
TAXES			
Property Tax	548,144	540,000	101.51%
Sales & Use Tax	2,920,358	2,962,115	98.59%
Franchise Tax	1,575,499	1,615,617	97.52%
	<u>5,044,000</u>	<u>5,117,732</u>	<u>98.56%</u>
LICENSES & PERMITS			
Business Licenses and Permit	56,635	53,288	106.28%
Building & Development Revenue	4,987,365	4,140,315	120.46%
	<u>5,043,999</u>	<u>4,193,603</u>	<u>120.28%</u>
INTERGOVERNMENTAL REVENUE			
Class "C" Road Fund Allotm	788,727	806,476	97.80%
Other Intergovernmental Revenue	31,986	27,585	115.95%
	<u>820,713</u>	<u>834,061</u>	<u>98.40%</u>
OTHER REVENUE			
Parks/Rec Special Service District Fees	505,581	517,662	97.67%
Courts	171,547	199,466	86.00%
Sales of Fixed Assets	277,426	277,381	100.02%
Miscellaneous Revenue	314,011	936,653	33.52%
	<u>1,268,564</u>	<u>1,931,162</u>	<u>65.69%</u>
TOTAL GENERAL FUND REVENUE	<u><u>12,177,276</u></u>	<u><u>12,076,558</u></u>	<u><u>100.83%</u></u>

EXPENDITURES

Governmental Activities			
Legislative	134,828	146,025	92.33%
Planning Commission	19,717	30,200	65.29%
Legal	186,872	189,000	98.87%
Administration			
Administration	706,766	709,174	99.66%
Communications	174,232	197,830	88.07%
Courts	163,568	165,605	98.77%
Human Resources	211,511	251,369	84.14%
Recorder	194,308	231,296	84.01%
Finance			
Finance	419,069	423,650	98.92%
Information Technology	518,887	543,240	95.52%
Operations			
Facilities	359,280	388,435	92.49%
Enforcement/Emergency	314,062	329,704	95.26%
Fleet Management	181,213	192,243	94.26%
Streets	1,135,927	1,140,176	99.63%
Snow Removal	40,554	41,000	98.91%
Storm Drain	177,459	180,239	98.46%
Street Signs	93,869	102,444	91.63%

Street Lights	373,341	386,553	96.58%
Events	592,075	668,491	88.57%
Arts & Cultural Development	68,381	75,876	90.12%
Parks & Cemetery	1,971,622	2,058,996	95.76%
Planning & Development			
Building	508,082	512,952	99.05%
Economic Development	96,309	97,615	98.66%
Engineering	833,920	835,553	99.80%
GIS	255,959	260,645	98.20%
Planning	402,977	415,894	96.89%
Transfers	1,270,151	1,296,435	97.97%
TOTAL GENERAL FUND EXPENDITURES	11,404,939	11,505,415	99.13%
CHANGE IN FUND BALANCE	772,337		

	6/30/2015	Budget	% of Budget
PARK IMPACT FEE FUND			
Revenue	885,123	771,340	114.75%
Expenditures	448,411	771,540	58.12%
Change in Fund Balance	436,712		
STORM DRAIN IMPACT FEE FUND			
Revenue	390,918	285,200	137.07%
Expenditures	131,016	424,972	30.83%
Change in Fund Balance	259,902		
ROAD IMPACT FEE FUND			
Revenue	1,394,816	1,350,800	103.26%
Expenditures	1,314,197	1,120,310	117.31%
Change in Fund Balance	80,620		
NEW DEVELOPMENT STREET LIGHTS			
Revenue	533,100	532,100	100.19%
Expenditures	657,136	660,615	99.47%
Change in Fund Balance	(124,036)		
PUBLIC SAFETY FUND			
Revenue	-	-	#DIV/0!
Expenditures	8,787	8,938	98.31%
Change in Fund Balance	(8,787)		
NEW DEVELOPMENT STREET SIGNS			
Revenue	91,041	84,810	107.35%
Expenditures	84,058	101,000	83.23%
Change in Fund Balance	6,983		
HERRIMAN PARKWAY			
Revenue	-	-	#DIV/0!
Expenditures	3,450	250,000	1.38%
Change in Fund Balance	(3,450)		
HERRIMAN CDA/SA			
Revenue	3,417,901	3,881,580	88.05%
Expenditures	2,435,329	5,117,756	47.59%
Change in Fund Balance	982,572		
CAPITAL PROJECTS			
Revenue	1,597,269	6,315,327	25.29%
Expenditures	1,343,837	5,891,850	22.81%
Change in Fund Balance	253,432		

WATER FUND

	<u>6/30/2015</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUE			
Operating Income			
Water Sales	5,939,710	5,921,426	100.31%
Secondary Water Sales	336,986	300,000	112.33%
Connection Fees	236,633	175,000	135.22%
Other Operating Income	238,581	222,750	107.11%
Total Operating Income	<u>6,751,911</u>	<u>6,619,176</u>	<u>102.01%</u>
Operating Expenses			
Administration	3,264,444	10,843,991	30.10%
Maintenance	2,630,518	3,436,150	76.55%
Blue Stakes	69,434	67,305	103.16%
Secondary Water	256,041	304,602	84.06%
Total Operating Expenses	<u>6,220,438</u>	<u>14,652,048</u>	<u>42.45%</u>
Total Income from Operations	531,473	(8,032,872)	-6.62%
Non-Operating Revenue	2,477,527	5,501,574	45.03%
Non-Operating Expenses	778,398	1,764,006	44.13%
Total Income or (Expense)	<u><u>2,230,602</u></u>		



STAFF REPORT

DATE: August 21, 2015

TO: The Honorable Mayor and City Council

FROM: Jackie Nostrom, City Recorder

SUBJECT: Interlocal Agreement with Salt Lake County with respect to Corridor Preservation Funds

RECOMMENDATION:

Approval of the Interlocal Cooperative Agreement between Salt Lake County and Herriman City with respect to Corridor Preservation funds.

BACKGROUND:

During the 2015 General Session, the Utah Legislature amended Utah Code Annotated §72-2-117.5. Local Transportation Corridor Preservation Funds to transfer corridor preservation funding from the Utah Department of Transportation to local counties to be disbursed to various cities and governmental entities. The Salt Lake County Council of Governments, approved the distribution from the Salt Lake County Corridor Preservation Fund, a local transportation corridor preservation fund in the amount of \$600,000 to Herriman for the purpose of the purchase of property to extend the planned Herriman Parkway Boulevard.

DISCUSSION:

Herriman City will use the funds allocated for the purpose of purchasing property to extend the planned Herriman Parkway Boulevard. The road is slated to become a major arterial road for the use of residents in that portion of the Salt Lake Valley.

HERRIMAN, UTAH
RESOLUTION NO. 15-

**A RESOLUTION APPROVING AN INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN SALT LAKE COUNTY AND HERRIMAN WITH RESPECT TO
CORRIDOR PRESERVATION FUNDS**

WHEREAS, the Herriman City Council (“*Council*”) met in regular session on August __, 2015, to consider, among other things, approving the an Interlocal Cooperative Agreement with Salt Lake County with corridor preservation funds; and

WHEREAS, the Utah Interlocal Cooperative Act (UTAH CODE ANN. § 11-13-101, *et seq.*) (the “Act”) provides that any two or more government entities are authorized to enter into agreements with each other to do what each agency is authorized by law to perform; and

WHEREAS, the Herriman City (“Herriman”) and Salt Lake County (“County”) are government entities as contemplated by the Act; and

WHEREAS, Herriman and the County are authorized to enter into agreements with each other for cooperative action; and

WHEREAS, the Council finds that it is in the best interests of the inhabitants of Herriman to enter into an Interlocal Cooperative Agreement with the County (“*Agreement*”); and

WHEREAS, the Agreement has been prepared for approval, which sets forth the purpose thereof, the extent of participation of the parties, and the rights and duties and responsibilities of the parties. A copy of the Agreement is attached hereto.

NOW, THEREFORE, BE IT RESOLVED that the Agreement is approved, and the City Manager and Recorder are hereby authorized and directed to execute and deliver the same.

This Resolution, assigned No. 15-____, shall take effect immediately upon passage and acceptance as provided herein.

PASSED AND APPROVED by the Council of Herriman, Utah, this ____ day of _____, 2015.

HERRIMAN

Carmen Freeman, Mayor

Jackie Nostrom, City Recorder

Interlocal Cooperation Agreement

THIS INTERLOCAL COOPERATION AGREEMENT (this “*Agreement*”) is made effective _____, 2015 (“*Effective Date*”), by and between **SALT LAKE COUNTY**, a body corporate and politic of the state of Utah (“*County*”), and **HERRIMAN CITY**, a Utah municipal corporation and political subdivision of the State of Utah (the “*City*”). The County and the City are individually referred to herein sometimes as a “*Party*” and collectively as the “*Parties.*”

RECITALS:

A. UTAH CODE ANN. §11-13-202 and other provisions of the Interlocal Cooperation Act (codified as UTAH CODE ANN. § 11-13-101, *et seq.*) (the “*Act*”) provides that any two or more public agencies may enter into an agreement with one another for joint or cooperative actions.

B. The County and the City are public agencies for purposes of the Act.

C. During the 2015 General Session, the Utah Legislature amended Utah Code Annotated § 72-2-117.5, Local Transportation Corridor Preservation Funds to transfer corridor preservation funding from the Utah Department of Transportation to local counties to be disbursed to various cities and governmental entities.

D. Section 72-2-117.5 (11) further requires that local counties “ensure to the extent possible that the fund money allocated to a city or town in accordance with Subsection (4) is expended” in accordance with the statute.

E. On or about June 3, 2015, the Salt Lake County Council of Governments, an Association of Local Governments in Salt Lake County, Utah (“COG”) approved the distribution from the Salt Lake County Corridor Preservation Fund, a local transportation corridor preservation fund in the amount of \$600,000 to City for the purpose of the purchase of property to extend the planned Herriman Parkway Boulevard (the “Request”).

F. The purchase of property to extend the planned Herriman Parkway Boulevard project is an allowable expenditure under the Section 72-2-117.5.

G. Further the Request was in accordance with the guidelines and budget agreed to by the COG and was forwarded to the County Council for approval.

H. The County Council at its meeting on June 9, 2015 approved the recommendation of the COG to fund the Request from the Salt Lake County Corridor Preservation Fund.

A G R E E M E N T:

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 ALLOCATION

Section 1.1 **County.** The County shall allocate and disburse \$600,000 from the Local Transportation Corridor Preservation Funds to the City.

Section 1.2 **City.** The City shall use the funds allocated and disbursed to it for the purpose of purchasing property to extend the planned Herriman Parkway Boulevard. The Boulevard is slated to become a major arterial road for the use of residents in that portion of the Salt Lake Valley in future years.

ARTICLE 2 ADDITIONAL PROVISIONS

Section 2.1 **Duration and Termination.** This Agreement shall take effect upon execution and terminate upon the performance by the Parties of all the obligations described herein. The parties intend that the distribution described herein shall be accomplished promptly. Any provision of this Agreement which contemplates performance subsequent to the expiration or earlier termination of this Agreement shall so survive such expiration or termination and shall continue in full force and effect until fully satisfied, but in no event shall this Agreement have a term longer than 50 years.

Section 2.2 **Interlocal Act Provisions.** In compliance with the requirements of the Act and other applicable law:

(a) **No Interlocal Entity.** The Parties agree that they do not by this Agreement create an interlocal entity.

(b) **Joint Board.** As required by UTAH CODE ANN. § 11-13-207, the Parties agree that the cooperative undertaking under this Agreement shall be administered by a joint board consisting of the County's Mayor or designee and the City's Manager or designee.

(c) **Financing Joint Cooperative Undertaking and Establishing Budget.** There is no financing of joint or cooperative undertaking and no budget shall be established or maintained.

(d) **Attorney Review.** This Agreement shall be reviewed as to proper form and compliance with applicable law by the authorized attorneys for the County and the City in accordance with UTAH CODE ANN. § 11-13-202.5.

(e) Copies. Duly executed original counterparts of this Agreement shall be filed with the keeper of records of each Party, pursuant to UTAH CODE ANN. § 11-13-209.

(f) Manner of Acquiring, Holding or Disposing of Property. No property shall be acquired, held or disposed of under this Agreement.

Section 2.3 **General Provisions**. The following provisions are also integral parts of this Agreement:

(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) Time of Essence. Time is the essence of this Agreement.

(i) Interpretation. This Agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Utah.

(j) Notice. Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within three (3) days after such notice is deposited in the United States mail, postage prepaid and certified and addressed to the parties at their respective addresses.

(k) 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.

(l) Liability and Indemnification. Both Parties are governmental entities under the Governmental Immunity Act of Utah, §§ 63G-7-101 to -904 (2011), as amended (the “*Immunity Act*”). There are no indemnity obligations between these Parties. Subject to and consistent with the terms of the Immunity Act, the County and the City shall be liable for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and neither the County nor the City shall have any liability whatsoever for any negligent act or omission of the other Party, its employees, officers, or agents. Neither Party waives any defenses or limits of liability available under the Immunity Act and other applicable law. Both Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

(m) Ethical Standards. The Parties hereto represent that they have not: (a) provided an illegal gift or payoff to any officer or employee, or former officer or employee, or to any relative or business entity of an officer or employee, or relative or business entity of a former officer or employee of the other party hereto; (b) retained any person to solicit or secure this Agreement upon any contract, agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or County’s Ethics, Gifts and Honoraria ordinance (Chapter 2.07, SALT LAKE COUNTY CODE OF ORDINANCES [2001]); or (d) knowingly influenced, and hereby promise that they will not knowingly influence, any officer or employee or former officer or employee to breach any of the ethical standards set forth in State statute or County ordinances.

(n) Third Parties. Nothing herein expressed or implied is intended or shall be construed to confer upon or give any person, board, or entity, other than the Parties hereto and their successors and assigns, any right or remedies by reason of this Agreement, as a third party beneficiary or otherwise.

(o) Costs. Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs.

(p) Integration. This Agreement, including exhibits, constitutes the entire agreement of the Parties and supersedes all prior understandings, representations or agreements of the Parties regarding the subject matter in this document.

IN WITNESS WHEREOF, the City caused this Agreement to be signed by its Mayor and attested by its City Recorder; and the County caused this Agreement to be signed by the Mayor or his designee.

SALT LAKE COUNTY

By: _____

Mayor or Designee

Approved As To Form:

Melanie F. Mitchell, Deputy District Attorney

Date: _____

HERRIMAN CITY

By _____

Carmen Freeman, Mayor

ATTEST:

City Recorder

Approved As To Form:

Herriman City Attorney

Date: _____, 2015



STAFF REPORT

DATE: August 21, 2015

TO: The Honorable Mayor and City Council

FROM: Jackie Nostrom, City Recorder

SUBJECT: Interlocal Agreement with Salt Lake County for Public Works Services/2015 Chip Seal Program

RECOMMENDATION:

Approval of the Interlocal Cooperative Agreement between Salt Lake County and Herriman City with respect to Public Works Services/2015 Chip Seal Program

BACKGROUND:

This Interlocal Agreement allows the County to provide Chip seal, Fog seal, sweeping and Striping on Rosecrest Road to Rose Canyon Road and Rose Canyon Road to Butterfield Parkway.

HERRIMAN, UTAH
RESOLUTION NO. 15-

**A RESOLUTION APPROVING AN INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN SALT LAKE COUNTY AND HERRIMAN WITH RESPECT TO PUBLIC
WORKS SERVICES/2015 CHIP SEAL PROGRAM**

WHEREAS, the Herriman City Council (“*Council*”) met in regular session on August __, 2015, to consider, among other things, approving the an Interlocal Cooperative Agreement with Salt Lake County with respect to public works services/2015 chip seal; and

WHEREAS, the Utah Interlocal Cooperative Act (UTAH CODE ANN. § 11-13-101, *et seq.*) (the “Act”) provides that any two or more government entities are authorized to enter into agreements with each other to do what each agency is authorized by law to perform; and

WHEREAS, the Herriman City (“Herriman”) and Salt Lake County (“County”) are government entities as contemplated by the Act; and

WHEREAS, Herriman and the County are authorized to enter into agreements with each other for cooperative action; and

WHEREAS, the Council finds that it is in the best interests of the inhabitants of Herriman to enter into an Interlocal Cooperative Agreement with the County (“*Agreement*”); and

WHEREAS, the Agreement has been prepared for approval, which sets forth the purpose thereof, the extent of participation of the parties, and the rights and duties and responsibilities of the parties. A copy of the Agreement is attached hereto.

NOW, THEREFORE, BE IT RESOLVED that the Agreement is approved, and the City Manager and Recorder are hereby authorized and directed to execute and deliver the same.

This Resolution, assigned No. 15-____, shall take effect immediately upon passage and acceptance as provided herein.

PASSED AND APPROVED by the Council of Herriman, Utah, this ____ day of _____, 2015.

HERRIMAN

Carmen Freeman, Mayor

Jackie Nostrom, City Recorder

**INTERLOCAL COOPERATION AGREEMENT
FOR
PUBLIC WORKS SERVICE
CHIP SEAL**

THIS AGREEMENT (this "Agreement") is made pursuant to the Utah Interlocal Cooperation Act by and between SALT LAKE COUNTY (the "COUNTY"), a body corporate and politic of the State of Utah; and HERRIMAN CITY (the "CITY"), a municipal corporation created under the laws of the State of Utah.

WITNESSETH:

WHEREAS, the CITY desires to contract with the COUNTY for the public works services set forth herein, and

WHEREAS, the parties are local governmental units and are therefore authorized under the Utah Interlocal Cooperation Act, Section 11-13-101, et seq., U.C.A. 1953, as amended, to enter into agreements with each other which enable them to make the most efficient use of their powers,

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the parties agree as follows:

1. PURPOSE.

The COUNTY, through its Public Works Department, Operations Division, will provide the CITY with the services described in Exhibit "A," which is incorporated into this Agreement. Said services shall be performed to the same standards and in the same manner as those performed within unincorporated Salt Lake County.

2. DURATION.

The term of this Agreement shall begin on July 1, 2015 and end on December 31, 2015.

3. FINANCING AND PAYMENT.

The CITY shall pay to the COUNTY those amounts per services rendered which are contained in Exhibit "A." Upon completion of the services each month, the COUNTY shall send the CITY an invoice for the services which the CITY agrees to pay within thirty (30) days.

4. LIABILITY AND INDEMNIFICATION.

The CITY and the COUNTY are governmental entities under the Utah Governmental Immunity Act. Consistent with the terms of the Act, and as provided herein, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officers or employees. Neither party waives any defenses otherwise available under the Act nor does any party waive any limits of liability currently provided by the Act. The parties agree to indemnify each other and hold each other harmless from any damages or claims for damages occurring to persons or property as a result of the negligence or fault of their own officers, employees or agents involved in the matter pertaining to this Agreement.

5. ADMINISTRATION.

No separate entity is created by this Agreement; however, to the extent that any administration of this Agreement becomes necessary, then the public works director of each party, or their designees, shall constitute a joint board for such purpose.

6. TERMINATION.

This Agreement may be terminated (with or without cause) by either party upon at least ninety (90) days prior written notice to the other party. Payment shall be made for all work performed prior to termination.

7. ENTIRE AGREEMENT AND AMENDMENT.

This Agreement constitutes the entire agreement between the parties, and no other promises or understandings, express or implied, shall be binding upon the parties. No amendment to this Agreement shall be effective unless made in writing and signed by the parties.

8. INTERLOCAL COOPERATION ACT.

The parties acknowledge that this Agreement is subject to the provisions and procedures contained in the Interlocal Cooperation Act and they agree to process, approve, manage, and archive this Agreement in accordance with the provisions of that Act.

IN WITNESS WHEREOF, the parties have subscribed their names hereon and caused this Agreement to be duly executed on the ____ day of _____, 2015.

SALT LAKE COUNTY

Approval as to Form:



Adam Miller, Deputy District Attorney
Salt Lake County
Date: 14 Aug 2015

By _____
Mayor or Designee

HERRIMAN CITY

Approval as to Form:

Attorney for Herriman City
Date: _____

By  _____
Title City Manager

Attest:

City Recorder



2015 Chip Seal Maintenance Plan





STAFF REPORT

DATE: August 19th 2015

TO: The Honorable Mayor and City Council

FROM: Heather Upshaw; Planning Department

SUBJECT: Rezone located at approximately 13457 South Rose Canyon Road from A-1 to A-.25

RECOMMENDATION:

The Planning Commission recommends approval of the rezone request from A-1 to A-.25 with a zoning condition of a minimum of 20,000 SF.

BACKGROUND:

The applicant is rezoning in order to construct a 2 lot subdivision.

DISCUSSION:

The General Plan shows that the site is in the low density residential designation requiring a density of 1.8-2.5 units per acre.

Herriman, Utah

Ordinance No. 15-xx

**Rezone property located at approximately 13457 S Rose Canyon Road from A-1 to A-.25
(Agricultural) (File No. 18Z15)**

WHEREAS, the City of Herriman, pursuant to state law, may enact a land use ordinance establishing regulations for land use and development; and

WHEREAS, pursuant to City of Herriman Ordinance, the Planning Commission shall hold a public hearing and provide reasonable notice at least 10 days prior to said public hearing to prepare and recommend to the City Council the proposed land use ordinance map changes; and

WHEREAS, notice of the Planning Commission public hearing on the land use ordinance map change was sent to property owners within 300 feet on July 27, 2015, noticing of the August 6, 2015, public hearing at 7:00 p.m.; and

WHEREAS, the Planning Commission recommended approval of the land use ordinance map change in the meeting held on August 6, 2015, at 7:00 p.m. in the Community Center; and

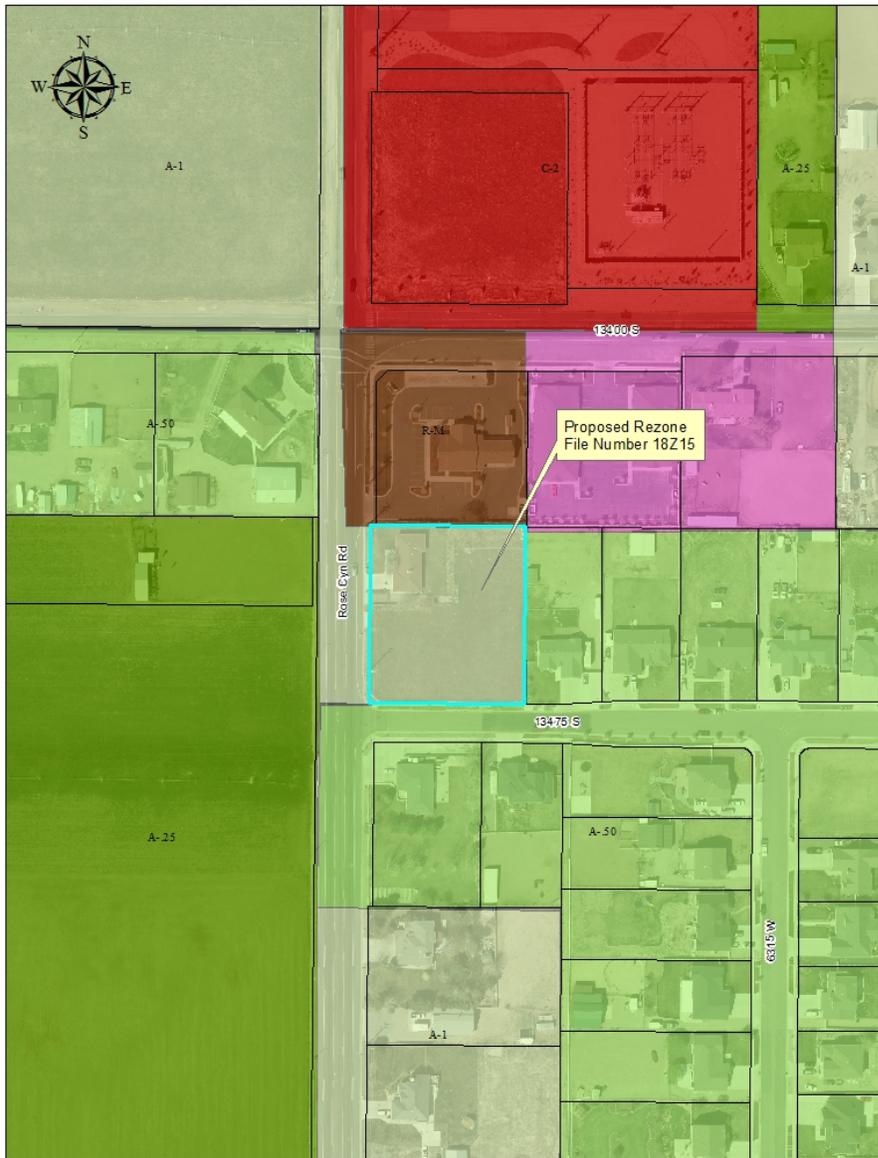
WHEREAS, pursuant to City of Herriman Ordinance, the City Council must hold a public meeting allowing public input at said public meeting; and

WHEREAS, the City Council public meeting on August 26, 2015, was held at 7:00 p.m. in the Community Center; and

WHEREAS, the City Council finds that it is in the best interest of the citizens of Herriman to adopt the land use ordinance map change as recommended by the Planning Commission;

NOW THEREFORE, be it ordained by the Herriman City Council that the following area be adopted as a map change from A-1 to A-.25 with a zoning condition (z/c) of a minimum lot size of 20,000 square feet.

Parcel number	32-02-101-013
	1.03 acres



PASSED AND APPROVED this 26th day of August, 2015.

HERRIMAN CITY COUNCIL

By: _____
Carmen Freeman, Mayor

ATTEST:

Jackie Nostrom, City Recorder

VOTING:

Carmen Freeman
Mike Day
Matt Robinson
Craig B. Tischner
Coralee Wessman-Moser

Yea ____ Nay ____
Yea ____ Nay ____
Yea ____ Nay ____
Yea ____ Nay ____
Yea ____ Nay ____



STAFF REPORT

DATE: August 19th 2015
TO: The Honorable Mayor and City Council
FROM: Heather Upshaw; Planning Department
SUBJECT: Rezone located at 12457 South 5600 West from C-2 to R-2-10

RECOMMENDATION:

The Planning Commission recommends approval of the rezone request from C-2 to R-2-10.

BACKGROUND:

This property is part of the Miller Crossing development. The approved PUD land use plan shows residential in this area and commercial on the corner.

DISCUSSION:

The General Plan shows that the site is in the commercial designation and the single family residential designation requiring a density of 2.6-4.5 units per acre.

Herriman, Utah

Ordinance No. 15-xx

Rezone property located at approximately 12457 S Anthem Park Blvd from C-2 to R-2-10 (Residential) (File No. 19Z15)

WHEREAS, the City of Herriman, pursuant to state law, may enact a land use ordinance establishing regulations for land use and development; and

WHEREAS, pursuant to City of Herriman Ordinance, the Planning Commission shall hold a public hearing and provide reasonable notice at least 10 days prior to said public hearing to prepare and recommend to the City Council the proposed land use ordinance map changes; and

WHEREAS, notice of the Planning Commission public hearing on the land use ordinance map change was sent to property owners within 300 feet on July 27, 2015, noticing of the August 6, 2015, public hearing at 7:00 p.m.; and

WHEREAS, the Planning Commission recommended approval of the land use ordinance map change in the meeting held on August 6, 2015, at 7:00 p.m. in the Community Center; and

WHEREAS, pursuant to City of Herriman Ordinance, the City Council must hold a public meeting allowing public input at said public meeting; and

WHEREAS, the City Council public meeting on August 26, 2015, was held at 7:00 p.m. in the Community Center; and

WHEREAS, the City Council finds that it is in the best interest of the citizens of Herriman to adopt the land use ordinance map change as recommended by the Planning Commission;

NOW THEREFORE, be it ordained by the Herriman City Council that the following area be adopted as a map change from C-2 to R-2-10.

Legal Description:

PASSED AND APPROVED this 26th day of August, 2015.

HERRIMAN CITY COUNCIL

By: _____
Carmen Freeman, Mayor

ATTEST:

Jackie Nostrom, City Recorder

VOTING:

Carmen Freeman
Mike Day
Matt Robinson
Craig B. Tischner
Coralee Wessman-Moser

Yea ____ Nay ____
Yea ____ Nay ____
Yea ____ Nay ____
Yea ____ Nay ____
Yea ____ Nay ____

Herriman City Staff Report City Council Meeting 08-26-2015

Agenda Item: Discussion and consideration for adoption of a resolution of the City Council of Herriman City, Utah authorizing the issuance and sale of not more than \$23,000,000 aggregate principle amount of sales and franchise tax revenue bonds, series 2015a and \$7,000,000 aggregate principle amount of sales and franchise tax revenue bonds, series 2015b.

Staff Report submitted by: Alan Rae

Recommended City Council Action: **Approval of the parameters resolution**

BACKGROUND:

I have been asked to work towards obtaining a bond to finance the construction of a new City Hall. We are early in the process and the first item that needs to be approved as we start down the road towards possible future bonding is to approve a parameters resolution. The parameters resolution sets the limits for the potential bonding that is considered by the council. It sets the maximum amount of bonds that can be issued, the maximum number of years, the maximum interest rate and the maximum allowable discount.

As we review potential bonding, we also periodically review our current bonding to see if in the current market it would be beneficial to refund our current debt. At this time there is one bond issue that we would be able to obtain substantial savings by refunding. Our sales and franchise tax bond that was used to finance Herriman Parkway could right now be refinanced at a savings of between \$35,000 and \$45,000 per year. This is sufficient savings to nearly pay the issuance costs of the new bond. The current balance of the bond is approximately \$7,000,000.

Per our commitment to SLR we have included \$3,000,000 for the extension of Herriman Parkway.

This resolution includes \$5,000,000 to extend Main Street to facilitate a commercial development including a super WalMart which would add approximately \$1,500,000 annually in sales tax to the City.

Currently the market interest rates are at a very low point. Interest has rarely been at the level that it currently is. We are seeing significant growth in our sales and franchise tax revenues. These two factors combined make it a very good time to consider a bond.

SUPPORT MATERIALS:

Parameters Resolution

FINANCIAL IMPACT:

There is no financial impact to the resolution unless the council completes the transaction and issues the bonds.

Respectfully Submitted:



Alan Rae

Herriman, Utah

August 26, 2015

The City Council (the "Council") of Herriman City, Utah (the "City"), met in regular public session at the regular meeting place of the Council in Herriman City, Utah on August 26, 2015, at the hour of 7:00 p.m., with the following members of the Council being present:

Carmen Freeman	Mayor
Mike Day	Councilmember
Matt Robinson	Councilmember
Craig B. Tischner	Councilmember
Coralee Wessman-Moser	Councilmember

Also present:

Jackie Nostrom	City Recorder
John Brems	City Attorney
Alan W. Rae	Finance Director

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the City Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this August 26, 2015, meeting, a copy of which is attached hereto as Exhibit A.

The following resolution was then introduced in written form, was fully discussed, and pursuant to motion duly made by Councilmember _____ and seconded by Councilmember _____, was adopted by the following vote:

AYE:

NAY:

The resolution is as follows:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF HERRIMAN CITY, UTAH (THE "ISSUER"), AUTHORIZING THE ISSUANCE AND SALE OF NOT MORE THAN \$23,000,000 AGGREGATE PRINCIPAL AMOUNT OF SALES AND FRANCHISE TAX REVENUE BONDS, SERIES 2015A AND \$7,000,000 AGGREGATE PRINCIPAL AMOUNT OF SALES AND FRANCHISE TAX REVENUE REFUNDING BONDS, SERIES 2015B (TOGETHER, THE "SERIES 2015 BONDS"); FIXING THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THE BONDS, THE MAXIMUM NUMBER OF YEARS OVER WHICH THE BONDS MAY MATURE, THE MAXIMUM INTEREST RATE WHICH THE BONDS MAY BEAR, AND THE MAXIMUM DISCOUNT FROM PAR AT WHICH THE BONDS MAY BE SOLD; DELEGATING TO CERTAIN OFFICERS OF THE ISSUER THE AUTHORITY TO APPROVE THE FINAL TERMS AND PROVISIONS OF THE BONDS WITHIN THE PARAMETERS SET FORTH HEREIN; PROVIDING FOR A PUBLIC HEARING AND THE PUBLICATION OF A NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD; AUTHORIZING AND APPROVING THE EXECUTION OF A SUPPLEMENTAL INDENTURE, A PRELIMINARY OFFICIAL STATEMENT, AN OFFICIAL STATEMENT, A BOND PURCHASE AGREEMENT, AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, the City Council (the "Council") of the Issuer desires to, (a) refund a portion of the Issuer's outstanding Sales and Franchise Tax Revenue Bonds (the "Refunded Bonds"), (b) finance a city hall/towne center, roads and related infrastructure and improvements (the "Project") and (c) pay costs of issuance with respect to the Series 2015 Bonds herein described; and

WHEREAS, to accomplish the purposes set forth in the preceding recital, and subject to the limitations set forth herein, the Issuer desires to issue its Sales and Franchise Tax Revenue Bonds, Series 2015A and its Sales and Franchise Tax Revenue Refunding Bonds, Series 2015B (together, the "Series 2015 Bonds") (to be issued from time to time as one or more series and with such other series or title designation(s) as may be determined by the Issuer), pursuant to (a) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, and the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended (collectively, the "Act"), (b) this Resolution, and (c) a General Indenture of Trust dated as of December 1, 2008 (the "General Indenture"), as amended and supplemented by a Supplemental Indenture of Trust (the "Supplemental Indenture," and together with the General Indenture, the "Indenture"), each between the Issuer and Zions First National Bank, as

trustee (the "Trustee"), in substantially the forms presented to the meeting at which this Resolution was adopted and which are attached hereto as Exhibit B; and

WHEREAS, the Act provides that prior to issuing bonds, an issuing entity must (a) give notice of its intent to issue such bonds and (b) hold a public hearing to receive input from the public with respect to (i) the issuance of the bonds and (ii) the potential economic impact that the improvement, facility or property for which the bonds pay all or part of the cost (or refinance the same) will have on the private sector; and

WHEREAS, the Act provides for the publication of a Notice of Public Hearing and Bonds to Be Issued, and the Issuer desires to publish such notice at this time in compliance with the Act with respect to the Series 2015 Bonds; and

WHEREAS, there has been presented to the Council at this meeting a form of a bond purchase agreement (the "Bond Purchase Agreement") to be entered into between the Issuer and the underwriter or the purchaser selected by the Issuer for the Series 2015 Bonds (the "Underwriter/Purchaser"), in substantially the form attached hereto as Exhibit C; and

WHEREAS, in the event that the Designated Officers (defined below) determine that it is in the best interests of the Issuer to publicly offer the Series 2015 Bonds, the Issuer desires to authorize the use and distribution of a Preliminary Official Statement (the "Preliminary Official Statement"), and to approve a final Official Statement (the "Official Statement") in substantially the form attached hereto as Exhibit D, and other documents relating thereto; and

WHEREAS, in order to allow the Issuer (with the consultation and approval of Zions Bank Public Finance, the Issuer's Financial Advisor, to optimize debt service costs to the Issuer, the Council desires to grant to the City Manager, or in his absence the City Finance Director (collectively, the "Designated Officers") of the Issuer the authority to approve the final interest rates, principal amounts, terms, maturities, redemption features, and purchase price at which the Series 2015 Bonds shall be sold, to determine whether the Series 2015 Bonds should be sold pursuant to a direct purchase or a public offering (or a combination thereof), to determine whether the refunding portion of the Series 2015 Bonds should be issued, and any changes with respect thereto from those terms which were before the Council at the time of adoption of this Resolution, provided such terms do not exceed the parameters set forth for such terms in this Resolution (the "Parameters").

NOW, THEREFORE, it is hereby resolved by the City Council of Herriman City, Utah, as follows:

Section 1. For the purpose of (a) refunding the Refunded Bonds, (b) financing the Project and (c) paying costs of issuance of the Series 2015 Bonds, the Issuer hereby authorizes the issuance of the (i) Herriman City, Utah Sales and Franchise Tax Revenue Bonds, Series 2015A in the aggregate principal amount of not to exceed \$23,000,000, to mature in not more than thirty (30) years from their date or dates, to be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof and to bear

interest at individual coupon rate or rates of not to exceed five and one-half percent (5.5%) per annum and (ii) Herriman City, Utah Sales and Franchise Tax Revenue Refunding Bonds, Series 2015B in the aggregate principal amount of not to exceed \$7,000,000, to mature in not more than nineteen (19) years from their date or dates, to be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof and to bear interest at individual coupon rate or rates of not to exceed five and one-half percent (5.5%) per annum, (the Series 2015 Bonds to be issued from time to time as one or more series and with such other series or title designation(s) as may be determined by the Issuer and which may be combined into one bond issue at the time of marketing the Series 2015 Bonds), all as shall be approved by the Designated Officers, all within the Parameters set forth herein. The issuance of the Series 2015 Bonds shall be subject to the final approval of Bond Counsel and to the approval of the City Attorney for the Issuer.

Section 2. The final interest rate or rates for the Series 2015 Bonds shall be set by the Designated Officers, in consultation with the Issuer's Municipal Advisor, at the rate or rates which, taking into account the purchase price offered by the Underwriter/Purchaser of the Series 2015 Bonds, will in the opinion of the Designated Officers and the Issuer's Municipal Advisor result in the lowest cost of funding reasonably achievable given the manner of offering the Series 2015 Bonds at the time of the sale of the Series 2015 Bonds and evidenced by the execution and delivery of the Bond Purchase Agreement.

Section 3. The Indenture and the Bond Purchase Agreement in substantially the forms presented to this meeting and attached hereto as Exhibits B, and C, respectively, are hereby authorized, approved, and confirmed. The Designated Officers are hereby authorized to execute and deliver the Indenture and the Bond Purchase Agreement in substantially the forms and with substantially the content as the forms presented at this meeting for and on behalf of the Issuer, with final terms as may be established by the Designated Officers, in consultation with the Issuer's Municipal Advisor, within the Parameters set forth herein, and with such alterations, changes or additions as may be necessary or as may be authorized by Section 5 hereof. The Designated Officers are each hereby authorized to select the Underwriter/Purchaser and to specify and agree as to the final principal amounts, terms, discounts, maturities, interest rates, redemption features, and purchase price with respect to the Series 2015 Bonds for and on behalf of the Issuer, provided that such terms are within the Parameters set by this Resolution.

Section 4. Should the Designated Officers determine to have the Series 2015 Bonds underwritten, as a public offering, the Issuer hereby authorizes the utilization of the Preliminary Official Statement, in the form attached hereto as Exhibit D in the marketing of the Series 2015 Bonds and hereby approves the Official Statement in substantially the same form as the Preliminary Official Statement. The Mayor or Mayor pro tem is hereby authorized to execute the Official Statement evidencing its approval by the Issuer.

Section 5. The appropriate officials of the Issuer are authorized to make any alterations, changes or additions to the Indenture, the Series 2015 Bonds, the Preliminary

Official Statement, the Official Statement, the Bond Purchase Agreement or any other document herein authorized and approved which may be necessary to conform the same to the final terms of the Series 2015 Bonds (within the Parameters set by this Resolution), to conform to any applicable bond insurance or reserve instrument or to remove the same, to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Council or the provisions of the laws of the State of Utah or the United States.

Section 6. The form, terms, and provisions of the Series 2015 Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption, and number shall be as set forth in the Indenture. The Mayor or Mayor pro tem and the City Recorder are hereby authorized and directed to execute and seal the Series 2015 Bonds and to deliver said Series 2015 Bonds to the Trustee for authentication. The signatures of the Mayor or Mayor pro tem and the City Recorder may be by facsimile or manual execution.

Section 7. The appropriate officials of the Issuer are hereby authorized and directed to execute and deliver to the Trustee the written order of the Issuer for authentication and delivery of the Series 2015 Bonds in accordance with the provisions of the Indenture.

Section 8. Upon their issuance, the Series 2015 Bonds will constitute special limited obligations of the Issuer payable solely from and to the extent of the sources set forth in the Series 2015 Bonds and the Indenture. No provision of this Resolution, the Indenture, the Series 2015 Bonds, or any other instrument, shall be construed as creating a general obligation of the Issuer, or of creating a general obligation of the State of Utah or any political subdivision thereof, or as incurring or creating a charge upon the general credit of the Issuer or its taxing powers.

Section 9. The appropriate officials of the Issuer, and each of them, are hereby authorized and directed to execute and deliver for and on behalf of the Issuer any or all additional certificates, documents and other papers (including, without limitation, any escrow agreements or reserve instrument guaranty agreements permitted by the Indenture) and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Resolution and the documents authorized and approved herein.

Section 10. After the Series 2015 Bonds are delivered by the Trustee to the Underwriter/Purchaser, and upon receipt of payment therefor, this Resolution shall be and remain irrevocable until the principal of, premium, if any, and interest on the Series 2015 Bonds are deemed to have been duly discharged in accordance with the terms and provisions of the Indenture.

Section 11. The Issuer shall hold a public hearing on September 23, 2015, to receive input from the public with respect to (a) the issuance of the Series 2015 Bonds, and (b) the potential economic impact that the improvements to be financed with the proceeds of the Series 2015 Bonds will have on the private sector, which hearing date

shall not be less than fourteen (14) days after notice of the public hearing is first published (i) once a week for two consecutive weeks in The Salt Lake Tribune and the Deseret News, newspapers of general circulation in the Issuer, (ii) on the Utah Public Notice Website created under Section 63F-1-701 Utah Code Annotated 1953, as amended, and (iii) on the Utah Legal Notices website (www.utahlegals.com) created under Section 45-1-101, Utah Code Annotated 1953, as amended. The City Recorder has caused a copy of this Resolution (together with all exhibits hereto) to be kept on file in the Herriman City offices, for public examination during the regular business hours of the Issuer until at least thirty (30) days from and after the date of publication thereof. The Issuer ratifies the publication of a "Notice of Public Hearing and Bonds to be Issued" in substantially the following form:

NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, and the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended (collectively, the "Act"), that on August 26, 2015, the City Council (the "Council") of the City of Herriman, Utah (the "Issuer"), intends to adopt a resolution (the "Resolution") authorizing the issuance of the Issuer's (i) Series 2015A Bonds which shall be designated "Herriman City, Utah Sales and Franchise Tax Revenue Bonds, Series 2015A" in the aggregate principal amount of not to exceed \$23,000,000 and (ii) "Herriman City, Utah Sales and Franchise Tax Revenue Refunding Bonds, Series 2015B" in the aggregate principal amount of not to exceed \$7,000,000 (both to be issued from time to time as one or more series and with such other series or title designation(s) as may be determined by the Issuer and which may be combined into one bond issue at time of marketing the Series 2015 Bonds) and call a public hearing to receive input from the public with respect to (a) the issuance of the Series 2015A Bonds and (b) any potential economic impact that the Project described herein to be financed with the proceeds of the Series 2015A Bonds may have on the private sector.

TIME, PLACE AND LOCATION OF PUBLIC HEARING

The Issuer shall hold a public hearing on September 23, 2015, at the hour of 7:00 p.m. at 13011 South Pioneer Street, Herriman, Utah. The purpose of the hearing is to receive input from the public with respect to (a) the issuance of the Series 2015 Bonds and (b) any potential economic impact that the Project to be financed (or refinanced) with the proceeds of the Series 2015 Bonds may have on the private sector. Interested individuals are invited to express their views, both orally and in writing, on the proposed issue of the Series 2015 Bonds. All members of the public are invited to attend and participate. Written comments may be submitted to the Issuer at the City Recorder's office located, 13011 South Pioneer Street, Herriman, Utah, until 5:00 p.m. on September 9, 2015. Additional information may be obtained from the Issuer at its office shown above or by calling (801) 446-5323.

PURPOSE FOR ISSUING THE SERIES 2015 BONDS

The Series 2015 Bonds will be issued for the purpose of (a) refunding a portion of the outstanding Sales and Franchise Tax Revenue Bonds (the "Refunded Bonds"), (b) financing a city hall and related improvements (the "Project"), and (c) paying costs of issuance of the Series 2015 Bonds.

PARAMETERS OF THE SERIES 2015 BONDS

The Issuer intends to issue its (i) Series 2015A Bonds in the aggregate principal amount of not to exceed \$23,000,000, to mature in not more than thirty (30) years from their date or dates, to be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof, and to bear interest at individual coupon rate or rates of not to exceed five and one-half percent (5.5%) per annum and (ii) Series 2015B in the aggregate principal amount of not to exceed \$7,000,000, to mature in not more than

nineteen (19) years from their date or dates, to be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof, and to bear interest at individual coupon rate or rates of not to exceed five and one-half percent (5.5%) per. The Series 2015 Bonds are to be issued and sold by the Issuer pursuant to the Resolution, including as part of said Resolution, a General Indenture of Trust and a Supplemental Indenture of Trust (collectively, the "Indenture") which were before the Council and attached to the Resolution in substantially final form at the time of the adoption of the Resolution and said Indenture is to be executed by the Council in such form and with such changes thereto as shall be approved by the Council; provided that the principal amount, interest rate or rates, maturity, and discount of the Series 2015 Bonds will not exceed the maximums set forth above.

EXCISE TAXES PROPOSED TO BE PLEDGED

The Issuer proposes to pledge 100% of the sales and use tax revenues received by the Issuer pursuant to the Local Sales and Use Tax Act, Title 59, Chapter 12, Part 2 of Utah Code Annotated 1953, as amended, to the payment of the Bonds.

OUTSTANDING BONDS SECURED BY PLEDGED TAXES

Other than the proposed Series 2015 Bonds, the Issuer currently has \$755,000 of bonds outstanding (the "Outstanding Bonds") secured by the Revenues (as more fully described in the Indenture).

OTHER OUTSTANDING BONDS OF THE ISSUER

Additional information regarding the Issuer's Outstanding Bonds may be found in the Issuer's financial report (the "Financial Report") at: <http://auditor.utah.gov/accountability/financial-reports-of-local-governments/>. For additional information, including any information more recent than as of the date of the Financial Report, please contact Alan Rae, Finance Director at (801) 446-5323.

TOTAL ESTIMATED COST

Based on the Issuer's current plan of finance and a current estimate of interest rates, the total principal and interest cost of the Series 2015 Bonds if held until maturity is \$31,987,250 (which amount is based on the actual cost of the Project of \$23,000,000).

A copy of the Resolution and the Indenture are on file in the office of the Herriman City Recorder, 13011 South Pioneer Street, Herriman, Utah, where they may be examined during regular business hours of the City Recorder from 7:30 a.m. to 5:30 p.m., Monday through Friday, for a period of at least thirty (30) days from and after the date of publication of this notice.

NOTICE IS FURTHER GIVEN that a period of thirty (30) days from and after the date of the publication of this notice is provided by law during which (i) any person in interest shall have the right to contest the legality of the Resolution, the Indenture (but only as it relates to the Series 2015 Bonds), or the Series 2015 Bonds, or any provision made for the security and payment of the Series 2015 Bonds, and that after such time, no

one shall have any cause of action to contest the regularity, formality, or legality thereof for any cause whatsoever and (ii) registered voters within the City of Herriman, Utah may sign a written petition requesting an election to authorize the issuance of the Series 2015 Bonds. If written petitions which have been signed by at least 20% of the registered voters of the City of Herriman, Utah are filed with the Issuer during said 30-day period, the Issuer shall be required to hold an election to obtain voter authorization prior to the issuance of the Series 2015 Bonds. If fewer than 20% of the registered voters of the City of Herriman, Utah file a written petition during said 30-day period, the Issuer may proceed to issue the Series 2015 Bonds without an election

DATED this August 26, 2015.

/s/ Jackie Nostrom
City Recorder

Section 12. The Issuer hereby declares its intention and reasonable expectation to use proceeds of tax-exempt bonds to reimburse itself for initial expenditures for costs of the Project. The Series 2015 Bonds are to be issued, and the reimbursements made, by the later of 18-months after the payment of the costs or after the Project is placed in service, but in any event, no later than three years after the date the original expenditure was paid. The maximum principal amount of the Series 2015 Bonds which will be issued to finance the reimbursed costs of the Project is not expected to exceed \$23,000,000.

Section 13. The Issuer hereby reserves the right to opt not to issue the Series 2015 Bonds for any reason, including without limitation, consideration of the opinions expressed at the public hearing with respect to (a) the issuance of the Series 2015 Bonds and (b) any potential economic impact that the Project to be financed with the proceeds of the Series 2015 Bonds may have on the private sector.

Section 14. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.

APPROVED AND ADOPTED this August 26, 2015.

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Recorder

(Other business not pertinent to the foregoing appears in the minutes of the meeting.)

Upon the conclusion of all business on the Agenda, the meeting was adjourned.

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Recorder

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

I, Jackie Nostrom, the duly appointed and qualified City Recorder of the City of Herriman, Utah (the "City"), do hereby certify according to the records of the City Council of the City (the "City Council") in my official possession that the foregoing constitutes a true and correct excerpt of the minutes of the meeting of the City Council held on August 26, 2015, including a resolution (the "Resolution") adopted at said meeting as said minutes and Resolution are officially of record in my possession.

I further certify that the Resolution, with all exhibits attached, was deposited in my office on August 26, 2015, and pursuant to the Resolution, there was published a Notice of Public Hearing and Bonds to be Issued no less than fourteen (14) days before the public hearing date: (a) one time each week for two consecutive weeks in The Salt Lake Tribune and the Deseret News, newspapers having general circulation within the City, the affidavit of which publication will be attached upon availability, (b) on the Utah Public Notice Website created under Section 63F-1-701 Utah Code Annotated 1953, as amended and (c) on the Utah Legal Notices website (www.utahlegals.com) created under Section 45-1-101, Utah Code Annotated 1953, as amended.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of said City, this August 26, 2015.

(SEAL)

By: _____
City Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH
OPEN MEETING LAW

I, Jackie Nostrom, the undersigned City Recorder of the City of Herriman, Utah (the "City"), do hereby certify, according to the records of the City in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the August 26, 2015, public meeting held by the City Council of the City (the "City Council") as follows:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the principal offices of the City on _____, 2015, at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be delivered to The Salt Lake Tribune and the Deseret News on _____, 2015, at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be posted on the Utah Public Notice Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2015 Annual Meeting Schedule for the City Council (attached hereto as Schedule 2) was given specifying the date, time, and place of the regular meetings of the City Council to be held during the year, by causing said Notice to be (a) posted on _____ at the principal office of the City Council, (b) provided to at least one newspaper of general circulation within the City on _____ and (c) published on the Utah Public Notice Website (<http://pmn.utah.gov>) during the current calendar year.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this August 26, 2015.

(SEAL)

By: _____
City Recorder

SCHEDULE 1

NOTICE OF MEETING

SCHEDULE 2

ANNUAL MEETING SCHEDULE

(attach Proof of Publication of
Notice of Bonds to be Issued)

EXHIBIT B

FORM OF INDENTURE

(See Transcript Document Nos. __ and __)

EXHIBIT C

FORM OF BOND PURCHASE AGREEMENT

(See Transcript Document No. 6)

EXHIBIT D

FORM OF PRELIMINARY OFFICIAL STATEMENT AND FINAL OFFICIAL
STATEMENT

(See Transcript Document Nos. 7 and 8)