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

CITY COUNCIL AGENDA

Wednesday, September 14, 2016

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

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

1. **Council Business**
   1.1. Review of this evening's agenda
2. **Administrative Reports**
   2.1. Discussion pertaining to a funding request for Reptile Rescue Services – Brett Wood, City Manager
   2.2. Unified Fire Authority Report – Clint Smith, EMS Bureau Chief
   2.3. Discussion relating to an Environmental Impact Study of the Herriman Hillside – Wendy Thomas, Parks, Recreation & Events Director
   2.4. Planning Department Report – Bryn McCarty, City Planner
   2.5. Engineering Department Report – Blake Thomas, City Engineer
   2.6. Athlos Academy Discussion – Blake Thomas City Engineer
   2.7. Presentation of Anthem Development Agreements (85 acre residential/commercial parcel) – John Brems, City Attorney
   2.8. Informational City Manager Updates
3. **Adjournment**

7:00 PM - GENERAL MEETING:

1. **Call to Order**
   1.1. Invocation and Pledge
   1.2. Approval of Minutes **August 10, 2016**
   1.3. Council Recognitions
   1.4. Mayor's Comments

2. **Public Comment**
   Audience members may bring any item to the Mayor and 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.

3. **Mayor and Council Comments**
   3.1. City Council Board and Committee Reports

4. **Reports, Presentations, and Appointments**
   4.1. International Code Council Presentation – Cathryn Nelson, Chief Building Official

5. **Discussion and Action Items**
   5.1. Discussion and consideration of a text change to the Land Use Ordinance to allow chickens as a permitted use in residential zones V_c©_dW0– Bryn McCarty, City Planner

5.2. Discussion and consideration of a resolution approving an Interlocal Cooperative and Property Purchase Agreement with the Community Development and Renewal Agency of Herriman City – John Brems, City Attorney

5.3. Discussion and consideration of a resolution approving an Interlocal Cooperative Agreement between Herriman City and Salt Lake County with respect to an underground Storm Drain Easement located under Anthem Park Boulevard – John Brems, City Attorney

5.4. Discussion and consideration of a rezone located at 7575 West Rooster Cove from A-1 (Agricultural, one-acre) to A-.50 (Agricultural, half-acre) (File No. 16Z16) – Bryn McCarty, City Planner

6. **Calendar**

6.1. **Meetings**

- September 15 – Planning Commission meeting 7:00 p.m.
- September 28 – City Council work meeting 5:00 p.m.; City Council meeting 7:00 p.m.
- September 29 – Joint Planning Commission/City Council work meeting 6:00 p.m.

6.2. **Events**

- September 15-19 – Children's Theatre Production; W&M Butterfield Park 7:30 p.m.
- September 27 – Senior Social; Fire Station 123 12:00 p.m.

7. **Closed Session (If Needed)**

7.1. *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*

8. **Adjournment**

9. **Recommence to Work Meeting (If Needed)**

In accordance with the Americans with Disabilities Act, Herriman City will make reasonable accommodation for participation in the meeting. Request assistance by contacting Herriman City at (801) 446-5323 and provide at least 48 hours advance notice of the meeting.

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

PUBLIC COMMENT POLICY AND PROCEDURE: The purpose of public comment is to allow citizens to address items on the agenda. Citizens requesting to address the commission 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. This policy also applies to all public hearings.

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 8th day of September 2016

Jackie Nostrom, CMC
City Recorder

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HERRIMAN CITY

STAFF REPORT

DATE: **09/18/2016**

TO: The Honorable Mayor and City Council

FROM: Reptile Rescue Service
DWR LIC# COR POSS5985
Urban Wildlife Control Lic# 1NUIS 7550
James Dix
801-860-2497
reptilejemsreptilepark@gmail.com

SUBJECT: **Funding Request for Reptile Rescue Services**

RECOMMENDATION:
City Manager - Deny Funding.

BACKGROUND:
James Dix has serviced the Salt Lake, Utah and Davis counties for over 20 years as a free service to the community. As the city and areas are growing, James is now requesting funding of $500.00 a month ($6,000 per year) that will include services in our area, training for UPD and UFA once a year, facility, staff and food cost for the reptiles. James will be establishing a reptile shelter in the Salt Lake area. There has not been a reptile shelter in the area since 1998.

BREAK OUT OF SERVICES:
Service area of Salt Lake, Utah and Davis Counties.
Since April 7th, 2016:

- 60 Snake calls
- 30 Impounds
- 45 Animal Surrenders

Service for Herriman since April 7th, 2016:

- 2 Reptile Releases
- 2 Rattlesnake and Native Snake Removals

ATTACHED:

- Reptile Rescue Information Pamphlet
- Reference Letters

DISCUSSION:
Animal Services are not equipped to handle or house reptiles.

ALTERNATIVES:

FISCAL IMPACT:
$500.00 a month ($6,000 per year).

PROGRAM #5: Rescue Groups & Animal Sanctuaries

This class will teach how to properly handle and house large snakes and lizards. We will also cover safety techniques, disease & parasite control, the do's & don'ts of handling, proper diets and the proper temperatures per species.

****

Reptile Rescue Service offers sanctuary for seized reptiles pending court cases.

No charge for this service

REPTILE RESCUE SERVICE INC.

Reptile Rescue Service adheres to it's policy of NOT destroying animals unless it's a medical necessity.

Some of our animals are permanent residents, helping with our outreach and educational programs. Others may be adopted out to the proper homes.

COMMUNITY SERVICES

801-860-2497

A NON-PROFIT ORGANIZATION

REPTILE RESCUE SERVICE, INC. was founded in 1998 by James Dix. The goal of this committed rescue service is to save unwanted, abused and orphaned reptiles and amphibians. we also take in reptiles from Best Friends Animal Sanctuary, Hogle Zoo, the Humane Society, all the shelters in Salt Lake and surrounding areas, and some shelters in Nevada, Idaho and California.

OUTREACH PROGRAMS

Reptile Rescue Service offers the following five programs free of charge to law enforcement agencies, fire department personnel, any rescue organization, animal sanctuaries, and animal control officers. All programs are at least 1 1/2 hrs. in duration.

PROGRAM #1: Urban Fire Department Personnel

This class covers the safe handling and removal of large pythons, boas and venomous snakes from homes, recreation parks and from drug bust situations. This class also covers how to handle emergency situations involving large constrictor bites.

PROGRAM #2: Rural Fire Department Personnel

This class covers identification of native species of snakes, both venomous and non-venomous. We will teach proper procedures of the removal and safe handling of venomous snakes.

PROGRAM #3: Police Officers and Narcotic Agents

This class focuses on the safe removal of alligators, any crocodillian, venomous snakes and large constrictors from drug bust situations where caged reptiles are used for drug concealment.

REPTILE RESCUE SERVICE, INC.
801-860-2497

No portion of this brochure may be copied nor used without written permission from Reptile Rescue Service

PROGRAM #4: Animal Control Officers

This class covers identification of native species of reptiles, venomous and non-venomous snakes & large constrictors. We will teach the proper identification of controlled and prohibited species of reptiles in the state of Utah. We will teach the safe handling & the removal of large constrictors and how to handle bite situations. We will also teach the identification of parasites and the signs of diseased reptiles.

© 2005
Reptile Rescue Service, Inc.

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STAFF REPORT

DATE: **September 8, 2016**

TO: The Honorable Mayor and City Council

FROM:

SUBJECT: **Unified Fire Authority Report**

There was no report submitted for this item.

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HERRIMAN CITY

STAFF REPORT

DATE: **09/06/2016**

TO: The Honorable Mayor and City Council

FROM: Wendy Thomas

SUBJECT: **Budget amendment to allocate $10,000 for Environmental Study**

RECOMMENDATION:
Allocation of $10,000 from Herriman City Park Impact Fees for an Environmental Impact Study of the Herriman Hillside.

BACKGROUND:
The City is in the application process with the Department of Defense for a firebreak to be constructed along the Herriman City/Camp Williams border. The firebreak will ultimately serve two purposes, first and foremost, the firebreak will provide a non-motorized passageway from future hillside trail development to the area currently known as "Bluffs at Herriman Springs". Second, the firebreak will provide improved access for emergency responders.

DISCUSSION:
Assistance for trail construction is available through a civil-military partnership. This partnership provides "hands-on" and real-world readiness training opportunities for military units and community personnel. In this partnership, Herriman City would provide plans, equipment and supplies and the National Guard and/or Army Reserve would provide manpower. An environmental impact study that follows the standards of the National Environmental Policy Act is required to obtain assistance.
While the purpose of the environmental impact study in this instance is for the firebreak trail, the study can be used for other grants and funding opportunity as the City begins to plan amenities on the hillside.

ALTERNATIVES:
Do not fund the Environmental Impact Study.

FISCAL IMPACT:
$10,000 from Park Impact Fees

HERRIMAN CITY

STAFF REPORT

DATE: **September 8, 2016**

TO: The Honorable Mayor and City Council

FROM:

SUBJECT: **Planning Department Report**

There was no report submitted for this item.

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HERRIMAN CITY

STAFF REPORT

DATE: **September 8, 2016**

TO: The Honorable Mayor and City Council

FROM: Blake Thomas, City Engineer

SUBJECT: **Engineering Updates for City Council**

RECOMMENDATION:

N/A

BACKGROUND:

The Engineering Department provides a monthly update on the current status of capital projects, developments, and other items regarding infrastructure or engineering issues.

DISCUSSION:

Updates will be provided on the following projects:

- Herriman Parkway Ph. 3 Project
- 7530 West Roadway and Gate Relocation Project
- Main Street Connection Project
- Plat X Park, Rosecrest
- 13400 South 5200 West Traffic Signal
- McCuiston Road Storm Drain and Road Discussion
- Review of current Development Project

ALTERNATIVES:

N/A.

FISCAL IMPACT:

N/A

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HERRIMAN CITY

S T A F F R E P O R T

DATE: **September 8, 2016**

TO: The Honorable Mayor and City Council

FROM: Blake Thomas, City Engineer

SUBJECT: **Athlos Traffic Discussion**

RECOMMENDATION:

N/A

BACKGROUND:

Athlos Academy opened its doors on September 29th. Traffic was monitored and modifications were recommended to Athlos administration to improve the situation. UPD, Athlos, and Herriman are coordinating together to implement the traffic modifications.

DISCUSSION:

Updates will be provided on the following items:

- Start and end timing with adjacent schools
  - Friday start time is within 10 minutes of High School start time
- Traffic circulation on city roads and interior to the school site
  - Conflicts with 6000 West traffic
  - Signal crosswalk timing issues
- Parking for pick-up and drop-off on city roads
  - Hazardous crossings outside of designated crossing locations
  - Parked vehicles blocking queue to enter school
- Pedestrian access routes
  - Sidewalk sections missing along 6000 West
  - SNAP Plan

ALTERNATIVES:

- Require Athlos to change their start time on Friday or every day.
- School may introduce programs to incentivize arriving at school early
  - Open playground early
  - Advertise breakfast program
- Modify road striping to better accommodate 6000 West Traffic
- Installing no parking signs to discourage pedestrians crossing outside of the designated crosswalk
- Install sections of sidewalk/asphalt paths to provide a better access route

- Modify signal timing to allow for more crossing time at crosswalk

FISCAL IMPACT:

Some items have varying potential impacts such as new sidewalks and signage.

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HERRIMAN CITY

STAFF REPORT

DATE: **September 8, 2016**

TO: The Honorable Mayor and City Council

FROM: John Brems, City Attorney

SUBJECT: **Presentation of Anthem Development Agreements (85 acre residential/commercial)**

DISCUSSION:

The Developer has filed a request to rezone approximately 39 acres from MU-2 to C-2 in order to facilitate the development of a Super Walmart and the Anthem Center. The MU-2 is a mixed use zone that contemplates mixed use developments of residential and nonresidential uses (you may remember that we were discussing a Boyer/Gateway/TOD type of development for this area). MU-2 requires at least 30% residential (which results in 83 units) but not more than 70% residential (which results in 194 units). The Developer is requesting 156 units (using 50% residential) be transferred from the MU-2 to 83 acres of undeveloped property that Developer owns to the West of the commercial development. The Development Agreement would accommodate the transfer of 156 units to the 83 acres resulting in a total of not more than 460 units (304 already allowed by the zone and 156 transferred). It is anticipated that a draft Development Agreement will be presented at the work meeting and if acceptable put on the September 28 Council meeting.

The Developer is requesting a Development Agreement for the Super Walmart and the Anthem Center to lock-in the development standards, zoning, and site plan. It is anticipated that a draft Development Agreement will be presented to the Council and if acceptable placed on the Sept 28 Council agenda.

Agenda

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HERRIMAN CITY

STAFF REPORT

DATE: **September 8, 2016**

TO: The Honorable Mayor and City Council

FROM: Jackie Nostrom, City Recorder

SUBJECT: **Approval of Minutes**

Please see attached minutes for the August 10, 2016 City Council meeting.

13011 S. Pioneer Street • Herriman, Utah 84096
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CITY COUNCIL MINUTES

Wednesday, August 10, 2016
Awaiting Formal Approval

The following are the minutes of the City Council Meeting of the Herriman City Council. The meeting was held on **Wednesday, August 10, 2016 at 5:00 p.m.** in the Herriman City Community Center Council Chambers, 13011 South Pioneer Street (6000 West), Herriman, Utah. Adequate notice of this meeting, as required by law, was posted in the Community Center, on the City's website, and delivered to members of the Council, media, and interested citizens.

Presiding: Mayor Carmen Freeman

Council Members Present: Jared Henderson, Nicole Martin, Craig B. Tischner and Coralee Wessman-Moser

Staff Present: City Manager Brett geo. Wood, Assistant City Manager Gordon Haight, Director of Administration and Communications Tami Moody, City Recorder Jackie Nostrom, City Attorney John Brems, Finance Director Alan Rae, Water Director Justun Edwards, EMS Bureau Chief Clint Smith, Chief Building Official Cathryn Nelson, City Engineer Blake Thomas, City Planner Bryn McCarty, Operations Director Monte Johnson, and Parks and Recreation Director Wendy Thomas.

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

1. **Council Business**
   1.1. Review of this evening's agenda

2. **Administrative Reports**
   2.1. 5:01:50 PM **Radon Gas 101** – Eleanor Divver, Department of Environmental Quality Radon Project Coordinator

Department of Environmental Quality Radon Project Coordinator Eleanor Divver explained that Radon is a chemical element that is colorless, tasteless, and odourless. Radon is a dense substance that remains a gas under normal conditions and enters buildings from the soil beneath any home or structure. The Environmental Protection Agency (EPA) has a recommended action level for radon exposure of four picocuries per liter (pCi/L) due to the concluding fact that radon is the second leading cause of lung cancer.

Coordinator Divver turned the time over to Ms. Jan Poulsen to reveal how radon gas changed her life. Ms. Poulsen told a short anecdote noting that she moved into her home and had it tested for radon and the levels were safe. After an addition was constructed onto their home, Ms. Poulsen was diagnosed with lung cancer. She suspected the work may have created a pathway for radon gas to accumulate in their home. She had her home retested which conclusively noted that the radon gas levels were nearly 25 pCi/L.

Coordinator Divver explained that radon testing participation has increased and displayed statistics for South Salt Lake County. She reviewed mitigation and testing methods that can be conducted to ensure radon levels do not exceed the EPA recommended level.

2.2. 5:22:40 PM **Planning Update** – Bryn McCarty, City Planner

City Planner Bryn McCarty reviewed recent Planning Commission approvals including the proposed amendment to the 2025 General Plan, the update to the Transportation Master Plan, a subdivision and Planned Unit Development (PUD) approval for 82 single family lots located at 4600 West Juniper Crest Road, a subdivision and PUD amendment to add 20 additional single family lots located at 14401 South Autumn Crest Boulevard, a two lot subdivision for a flag lot at 5862 West 13000 South, a 28 single family lot subdivision at 13850 South 7530 West, the public right of way subdivision located at 3950 West Academy Parkway and the subdivision for public right of way located at 12309 South Mustang Trail Way.

Planner McCarty relayed the pending Planning Commission approvals to the Council beginning with the proposed 85 townhome subdivision located at 12547 South 6000 West, the proposed Herriman Towne Center subdivision at 13295 South Herriman Rose Boulevard which entails 78 single family lots, 16 townhomes, the Church of Jesus Christ of Latter Day Saints Church and open space/detention pond, the requested Carl's Jr. Elevations at 5402 West 13400 South, the Rosecrest Pod 30, Pod 33, and Pod 8 amendments, Miller Crossing Pod 7, and the Anthem 85 acre proposal. Planner McCarty observed the upcoming text changes and Building Department totals of issued permits.

2.3. 5:31:39 PM **Engineering Update** – Blake Thomas, City Engineer

City Engineer Blake Thomas observed capital projects that are underway including: Herriman Parkway extension, Main Street Connector, 7530 West Road and Gate Relocation, REAL Salt Lake Complex and Academy Parkway, Herriman City Hall Project, Storm Drain Master Plan update, Transportation Master Plan update, CDBG pedestrian ramps project, and new traffic signals. He offered a comprehensive list of commercial, residential and infrastructural development projects in review or under construction.

Water Director Justun Edwards updated the Council of the Algae Bloom concern, as well as the primary and secondary water rights for Utah Lake. Herriman City maintains primary water rights; however, secondary water may be disconnected by the end of September due to water levels. Councilmember Moser asked if different rates would be charged in the event that secondary water is disconnected early. Director Edwards noted that ideas will be considered, but nothing will be implemented prior to Council approval. Councilmember Moser recommended communicating that message to the public early. Communications Director Tami Moody confirmed.

Councilmember Moser moved to reorder the agenda to have the closed session pertaining to personnel next on the agenda. Councilmember Martin seconded the motion, and all voted aye.

3. 6:05:10 PM Closed Session

3.1. *The Herriman City Council may temporarily recess the City Council work meeting to convene in a closed session to discuss pending or reasonable imminent litigation, and the purchase, exchange, or lease of real property, as provided by Utah Code Annotated §52-4-205*

Councilmember Moser moved to temporarily recess the City Council work meeting 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. Councilmember Henderson seconded the motion.

The vote was recorded as follows:

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

The motion passed unanimously.

The Council reconvened to the City Council work meeting at 6:54 p.m.

4. Adjournment

Councilmember Moser moved to adjourn the City Council work meeting at 6:55 p.m. Councilmember Tischner seconded the motion, and all voted aye.

7:00 PM - General Meeting:

1. 7:01:16 PM Call to Order

Mayor Freeman called the meeting to order, and informed the audience that agenda item 6.3 was removed from the agenda.

1.1. 7:02:56 PM Invocation and Pledge

The Moment of Silence was offered by Resident Jerry Walker, and the Pledge of Allegiance was led by Scout Troop #1409.

1.2. 7:03:29 PM Approval of Minutes: June 22, 2016; June 30, 2016; July 13, 2016

Councilmember Martin moved to approve the minutes of June 22, 2016, June 30, 2016 and July 13, 2016 as written. Councilmember Tischner seconded the motion, and all voted aye.

1.3. 7:03:51 PM Council Recognitions

Councilmember Moser complemented staff for their efforts to host the successful Enduro Cross Event.

1.4. 7:04:23 PM Mayor's Comments

Mayor Freeman informed the audience that he had the privilege to attend the Herriman City Art Council production of Mary Poppins, and commended the theatrical display. He reported that he received a letter from the Lieutenant Governor constituting Herriman City as a city of the third class.

2. 7:05:05 PM Public Comment

Garrett Cloward, 14245 South 6200 West, expressed his concern that the curb and gutter infrastructure system allows a significant amount of rainwater to flood his property that has caused damage. He explained that he had been working with the Engineering Department to resolve the issue; however, the project has not been funded. Mayor Freeman asked Mr. Cloward to meet with Assistant City Manager Gordon Haight.

3. Mayor and Council Comments

3.1. City Council Board and Committee Reports

Mayor Freeman reported that September has been declared Idle Free in Utah, and encouraged all residents to help improve air quality by turning off vehicles whenever reasonable instead of idling. He also noted that he was privileged to attend the swearing in ceremony of 18 new officers joining the Unified Police Department, and commended their experience and credentials.

4. 7:09:27 PM Reports, Presentations and Appointments

4.1. Approval of a resolution appointing alternate members to the Planning Commission – Bryn McCarty, City Planner

City Planner Bryn McCarty informed the Council that there had been vacant alternate positions on the Planning Commission, and reviewed the process that had brought the recommendation to the City Council for appointment. Planner McCarty recommended Curtis Noble and Andrea Bradford to be appointed as alternate members to the Planning Commission.

Councilmember Moser moved to approve Resolution No. R29-2016 appointing alternate members to the Planning Commission. Councilmember Martin seconded the motion.

The vote was recorded as follows:

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

The motion passed unanimously.

5. 7:13:00 PM Public Hearings

5.1. 7:13:02 PM Public Hearing to discuss an amendment to the 2025 General Plan (01G16) – Bryn McCarty, City Planner

City Planner Bryn McCarty informed the Council that the last Herriman City 2015 General Plan was adopted in July 2014. The Herriman City 2025 General Plan is the primary guide for physical development in the City for use by the City Council, Planning Commission, City Staff and the public. It guides the general location of basic land uses and provides policies on how these land uses should function. The General Plan is a reflection of the community's vision for the future. It describes the location of desired land uses, representing how the community wants to be perceived. Planner McCarty relayed the approval recommendation from the Planning Commission, and reviewed the major changes including the addition of the open space area to the commercial property in the Anthem/Miller Crossing area, and Majestic Oaks was changed from Rural Residential to Agricultural Residential.

Mayor Freeman opened the Public Hearing

Jerry Walker, 12806 South 6000 West, expressed his concern that the Low Density Agricultural Zone would favor large developments which would leave the smaller parcels essentially undevelopable. The new ordinance would make 80-percent to 90-percent of existing agricultural a nonconforming use. Mr. Walker

noted that the proposed General Plan has too much area designated as commercial zoning, and those areas should be low density residential.

Kim Rindlisbacher, informed the Council that he was speaking on behalf of the Judd and Butterfield Families in east Herriman. He proposed that the Master Plan consider that those properties be zoned commercial to add office space on the west side of Mountain View Corridor with offsetting higher density residential.

Mayor Freeman left the Public Hearing open in an effort to receive additional public comments.

Mayor Freeman referred to a study that had been conducted that drastically reduces the financial burden for services to properties that are commercial as opposed to residential. He explained that the Council has been aggressively seeking economic development, and that the proposed General Plan reflects that vision. Councilmember Henderson agreed, and suggested that the information be disseminated to the community. Councilmember Martin acknowledged the compelling argument of nonconforming uses that Mr. Walker presented during the Public Hearing, and suggested that the Council should consider unintended consequences to ensure that the City is not encouraging blight. Councilmember Moser agreed, and requested that City Planner McCarty identify different areas where blight could potentially occur based on the statement made during the Hearing. She also asked about the pending ordinance timeline when the Council suspended the use of the A-.25 Zone to be able to identify and resolve potential concerns and to authorize a correct ordinance. City Planner McCarty agreed.

5.2. 7:41:09 PM **Public Hearing to discuss the intent to enter into a Pledge and Loan Agreement between Herriman City and the Redevelopment Agency of Herriman City, whereby the City may grant or contribute funds to the Agency to assist in the finance of certain outstanding obligations of the Agency through the issuance of its Taxable/Convertible to Tax-Exempt Tax Increment Revenue Bonds, series 2016 to be issued in the aggregate principal amount not to exceed $11,900,000** – Alan Rae, Finance Director

Finance Director Alan Rae reminded the Council of the approval of a parameters resolution on July 13, 2016 for a bond that will be paid for using Tax Increment funds from the Herriman Towne Center Community Development Area. The bond requires a Public Hearing due to Class C road funds which are pledged as back up security to the Tax Increment funds.

Mayor Freeman opened public hearing.

No public comments were offered.

Councilmember Moser moved to close the Public Hearing. Councilmember Tischner seconded the motion, and all voted aye.

6. 7:43:50 PM **Discussion and Action Items**

6.1. 7:43:52 PM **Discussion and consideration of a resolution approving an Interlocal Cooperative Agreement between Herriman City and Salt Lake County with respect to the construction of a storm drain facility** – John Brems, City Attorney

City Attorney John Brems presented an Interlocal Cooperative Agreement with Salt Lake County that would allow the County to financially contribute to the improvements in the amount of $700,000 and oriented the Council to the location of the proposed improvements. He explained that the remaining costs would be split between Herriman City and the developer. Councilmember Moser questioned the portion of funds that the City would be responsible to pay. Finance Director Rae responded that an agreement has not been negotiated between the City and the developer to determine the amount of the contribution. The maximum exposure on the City would be $900,000.

Councilmember Tischner moved to approve Resolution No. R30-2016 approving an Interlocal Cooperative Agreement between Salt Lake County and Herriman City with respect to the construction of a Storm Drain Facility. Councilmember Martin seconded the motion.

The vote was recorded as follows:

Councilmember Jared Henderson	*Aye*
Councilmember Coralee Wessman-Moser	*Aye; with the caveat that the financial contribution information would be provided to the Council when it becomes available.*
Councilmember Craig B. Tischner	*Aye*
Councilmember Nicole Martin	*Aye*
Mayor Carmen Freeman	*Aye*

The motion passed unanimously.

6.2. 7:50:29 PM **Discussion and consideration of an ordinance authorizing a text change to the Land Use Ordinance to create an Agricultural Low Density Zone** – Bryn McCarty, City Planner

City Planner Bryn McCarty offered suggestions to the Agricultural Low Density Zone. She noted that the ordinance would clarify town homes and prohibit apartments. The proposed Agricultural Low Density Zone directly correlates with the General Plan. Mayor Freeman recommended continuation of the item. Councilmember Henderson agreed, and noted that he would like to see the referenced redlines from resident Jerry Walker.

Councilmember Henderson moved to continue the consideration of an ordinance authorizing a text change to the Land Use Ordinance to create an Agricultural Low Density Zone. Councilmember Martin seconded the motion, and all voted aye.

6.3. 7:54:29 PM **Discussion and consideration of a resolution approving an Interlocal Cooperative Agreement between Herriman City and South Jordan for the purpose of constructing a median on 11800 South** – Blake Thomas, City Engineer

This item was continued to a future meeting.

7. 7:54:49 PM **Calendar**

7.1. **Meetings**

- August 18 – Planning Commission meeting 7:00 p.m.

- August 24 – City Council work meeting 5:00 p.m.; City Council meeting 7:00 p.m.

7.2. **Events**

- August 12 – Cinema In the Park "Disney's – Inside Out"; Butterfield Park 9:30 p.m.
- August 13 – Herriman Blackridge Triathlon; Blackridge Reservoir/Butterfield Park 7:30 a.m.

8. **Closed Session (If Needed)**

8.1. *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.

9. 7:56:20 PM **Adjournment**

Councilmember Tischner moved to adjourn the City Council meeting. Councilmember Henderson seconded the motion, and all voted aye.

10. **Recommence to Work Meeting (If Needed)**

I, Jackie Nostrom, City Recorder for Herriman City, hereby certify that the foregoing minutes represent a true, accurate and complete record of the meeting held on August 10, 2016. This document constitutes the official minutes for the Herriman City Council Meeting.

Jackie Nostrom, CMC
City Recorder

Agenda

Next

HERRIMAN CITY

STAFF REPORT

DATE: **September 8, 2016**

TO: The Honorable Mayor and City Council

FROM:

SUBJECT: **International Code Council Presentation**

There was no report submitted for this item.

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HERRIMAN CITY

STAFF REPORT

DATE: **September 2, 2016**

TO: The Honorable Mayor and City Council

FROM: Planning Commission

SUBJECT: **Text change to the land use ordinance to add chickens as a permitted use in Residential zones (15Z16)**

RECOMMENDATION:

The Planning Commission recommends approval of the text change to the land use ordinance to add chickens as a permitted use in Residential zones.

BACKGROUND:

Staff proposed a chicken ordinance in 2011. The ordinance was recommended for approval by the Planning Commission, but was denied by the City Council.

DISCUSSION:

The City Council recently directed the staff to create an ordinance to allow chickens in residential areas. The proposed zone is similar to the zone that was first written in 2011. The ordinance outlines the requirements for keeping chickens and where they can be located on the property. It also has a table that allows a certain number of chickens based on lot size.

The Planning Commission made recommendations on some changes to the text. Staff has made several revisions to the draft based on feedback from the PC and residents.

ALTERNATIVES:

n/a

FISCAL IMPACT:

NONE

HERRIMAN, UTAH
ORDINANCE NO. 16-xx

15Z16– HERRIMAN CITY – TEXT CHANGE TO THE LAND USE ORDINANCE TO ALLOW CHICKENS AS A PERMITTED USE IN RESIDENTIAL ZONES

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 state law, the Planning Commission shall prepare and recommend to the City Council the proposed land use ordinance amendment; and

WHEREAS, pursuant to City of Herriman Land Use 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 text changes; and

WHEREAS, notice of the Planning Commission public hearing on the land use ordinance text change was published on August 8, 2016, noticing of the August 18, 2016, public hearing at 7:00 p.m.; and

WHEREAS, the Planning Commission recommended approval of the land use ordinance text change in the meeting held on September 1, 2016, 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 September 14, 2016, was held at 7:00 p.m.; and

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

NOW THEREFORE, be it ordained by the Herriman City Council that the following text change be adopted as a change to the land use ordinance of the City: (*the underlined text is the new wording and the strikethrough text is to be deleted*)

10-9A-2: PERMITTED USES:

Permitted uses in the single-family residential zones are as follows:

<u>Backyard chickens, subject to section 10-19-37 of this title</u>
10-9B-3: PERMITTED USES:

Permitted uses in the R-2 zones are as follows:

Backyard chickens, subject to section 10-19-37 of this title

10-10-4: PERMITTED USES:

All permitted uses in the forestry recreation zones are subject to sections 10-10-6 through 10-10-12 of this chapter, and include:

Backyard chickens, subject to section 10-19-37 of this title

10-19-37: BACKYARD CHICKENS:

Where permitted by the zoning ordinance, persons may keep backyard chickens on single-family residential lots in accordance with the provisions of this section:

1. Maximum Number Of Backyard Chickens Allowed:

Lot Size (Square Feet)	Maximum Number Of Chickens
Less than 5,000	0
5,000 to 5,999	4
6,000 to 6,999	4
7,000 to 7,999	4
8,000 to 8,999	6
9,000 to 9,999	6
10,000 to 11,999	10
12,000 or more	10

2. At Large: It is unlawful for any person who is the owner, keeper, or temporary custodian of any chicken to allow the animal(s) to be at large, off the premises or outside the approved enclosure.

3. Unsanitary Conditions: It is unlawful for any person to keep and maintain in an unclean or unsanitary condition any coop, enclosure or other structure or area in which any chicken is kept.

4. Nuisance: It is unlawful for the owner or keeper of any chicken to allow the animal(s) to be a nuisance to any neighbor, including, but not limited to, creating noxious odors from the animals, their waste, coop, or related structure or generating noise of a loud and persistent nature.

5. Subject To Inspection: All places where any backyard chickens are kept shall be subject to inspection for cleanliness, health, and sanitation purposes by a code enforcement official, animal control officer, or representative of the Salt Lake Valley health department, based on any complaint or observation that the requirements of this section are in violation.

6. Female Chickens Only: Only female chickens may be kept. No ducks, geese, turkeys, peafowl, crowing hens, or roosters may be kept. No other bird species shall be kept except as provided by this code and birds normally and generally considered household or indoor pets.

7. Accessory Buildings: Chicken coops shall be considered accessory buildings and are subject to the accessory building requirements of the zone in which the property is located.

8. Personal Use Only: Chickens shall be for personal use only. The selling of eggs or fertilizer or the breeding of chickens for commercial use is prohibited.

9. Slaughtering: The slaughtering of chickens on the premises is allowed in areas not visible to the public and must be accomplished in a humane and sanitary fashion. All entrails and by-products of the slaughtering process shall be discarded in accordance with Health Department Regulations.

10. Enclosure Standards:

a. Chickens must be contained within an enclosure or fenced area at all times.

b. Chicken enclosures shall be contained entirely behind a fence in the side or rear yard. No enclosures will be permitted in any front yard.

c. Chicken coops shall be maintained in good condition.

d. All chicken coops shall be placed at least twenty-five (25) from any dwelling on an adjacent lot.

PASSED AND APPROVED this 14th day of September, 2016.

HERRIMAN

_____

ATTEST: **Mayor Carmen Freeman**

_____

Jackie Nostrom, City Recorder

Agenda

Next

HERRIMAN CITY

STAFF REPORT

DATE: **September 8, 2016**

TO: The Honorable Mayor and City Council

FROM: John Brems, City Attorney

SUBJECT: **Interlocal Cooperation and Property Purchase Agreement between Herriman City and the Community Development and Renewal Agency of Herriman City.**

RECOMMENDATION:

Approval of the Interlocal Cooperation and Property Purchase Agreement between Herriman City and the Community Development and Renewal Agency of Herriman City.

BACKGROUND:

As part of the development plan within the Herriman Business Center Community Development Project Area, the Community Development and Renewal Agency of Herriman City (CDRA) intends to convey property to a private developer for public, quasi-public, and private use.

DISCUSSION:

The City and the CDRA have determined that it would be mutually beneficial to enter into the Interlocal Agreement to sell the property in order to facilitate the development of the project area which is expected to substantially increase the tax base of Herriman City and generate significant tax increment funds from the project area.

ALTERNATIVES:

The Council may choose not to enter into the Agreement.

FISCAL IMPACT:

The CDRA will pay the City for the property. The payments will be made from Tax Increment Funds held by the CDRA.

13011 S. Pioneer Street • Herriman, Utah 84096
(801) 446-5323 office • (801) 446-5324 fax • Herriman.org

HERRIMAN CITY
RESOLUTION NO. ____

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

WHEREAS, Herriman City ("City") met in special open and public meeting on September 14, 2016, to consider, among other things, approving an Interlocal cooperative and property purchase agreement ("Agreement") with the Redevelopment Agency of Herriman City (the "Agency"); and

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

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

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

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

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

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

PASSED AND APPROVED by the Council of Herriman, Utah, this 14th day of September, 2016.

HERRIMAN

_____

Carmen Freeman, Mayor

_____

Jackie Nostrom, City Recorder

INTERLOCAL COOPERATION AND PROPERTY PURCHASE AGREEMENT BETWEEN HERRIMAN CITY AND COMMUNITY DEVLOPMENT AND RENEWAL AGENCY OF HERRIMAN CITY

This Interlocal Cooperation and Property Purchase Agreement ("Agreement") is entered into this 14th day of September, 2016, pursuant to the Utah Interlocal Cooperation Act, codified in Title 11, Chapter 13 of the Utah Code, ("Interlocal Act") and selected provisions of the Limited Purpose Local Government Entities Community Development and Renewal Agencies Act, codified in Title 17C, Chapter 4 of the Utah Code ("CDA Act"), by and between Herriman City, a Utah municipality ("City"), and the Community Development and Renewal Agency of Herriman City ("Agency"). The Agency and the City are sometimes referred to as the "Parties."

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

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

WHEREAS, the City has acquired approximately 2 acres of real property ("Property") which is located within the Project Area;

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

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

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

1. Purchase and Sale of Property. The City agrees to convey and the Agency agrees to purchase the Property as more particularly described on exhibit "A" attached hereto and by this reference made a part hereof. The conveyance will be made by a Quit Claim Deed.

2. Purchase Price, Financing and Remedy. The Agency agrees to pay the City the sum of $_____ ("Purchase Price") for the Property. The payments of the Purchas Price will be made from TIF held by the Agency. The TIF is described in the project area budget that has been approved by the Agency.

3. Duration and Termination, This Agreement shall take effect upon full execution of this Agreement and terminate upon the earlier to occur of full and complete payment or satisfaction of the Purchase Price by the Agency, or twenty (20) years from the date of execution of this Agreement.

4. Liability and Indemnification. All Parties are governmental entities under the Governmental Immunity Act of Utah, Utah Code Ann. Section 63G-7-101, et seq. Consistent with the terms of this Act, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither party waives any defenses otherwise available under the Governmental Immunity Act.

5. Interlocal Act Requirements. In satisfaction of the requirements of the Interlocal Act, and in connection with this Agreement, the Parties agree as follows:

    a. This Agreement shall be authorized by resolution of the governing body of each party pursuant to Section 11-13-202.5 of the Interlocal Act;

    b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each party, pursuant to Section 11-13-202.5 of the Interlocal Act;

    c. A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each party, pursuant to Section 11-13-209 of the Interlocal Act;

    d. Except as otherwise specifically provided herein, each party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs;

    e. No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the City Manager of the City and the Executive director of the Agency; and

    f. As provided in Section 11-13-219 of the Interlocal Act, the Parties agree that a notice of this Agreement shall be published as required under the Interlocal Act. Any person in interest may contest the legality of this Agreement for 30 days after the publication of the notice of this Agreement. After the 30 days have passed, no

one may contest the legality of the Agreement or any action performed or instrument issued under the authority of this Agreement for any cause whatsoever.

6. Counterparts. This Agreement may be executed in counterparts by City and the Agency. In such event, a duly executed original counterpart shall be filed with the keeper of records of each party pursuant to the Interlocal Act.

7. Governing Law. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

8. Entire Agreement. This Agreement contains the entire agreement between the Parties, with respect to the subject matter hereof, and no statements, promises, or inducements made by either party or agents for either party that are not contained in this written contract shall be binding or valid; and this Agreement may not be enlarged, modified, or altered except in writing, and signed by the Parties.

[The remainder of this page in intentionally blank.]

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

HERRIMAN CITY

By_____
Brett Wood, City Manager

ATTEST:

_____
Jackie Nostrom, City Recorder

Approved as to form and legality:

CITY ATTORNEY

By_____
John Brems

COMMUNITY DEVELOPMENT AND
RENEWAL AGENCY OF

HERRIMAN CITY

By_____
Chair

Approved as to form and legality:

BY:_____
Jody K Burnett, Attorney for the Agency

EXHIBIT A

[Insert legal description of property]

EXHIBIT B

Agenda

Next

HERRIMAN CITY

STAFF REPORT

DATE: **September 7, 2016**

TO: The Honorable Mayor and City Council

FROM: Blake Thomas, City Engineer

SUBJECT: **Interlocal Agreement with Salt Lake County to Establish Easement for County Storm Drain Facility within Public Right of Way.**

RECOMMENDATION:

Approval

BACKGROUND:

A large, Salt Lake County, storm drain pipe and outfall used to be located within the Miller Crossing PUD development. In order to develop Pod 4A and 4B of the PUD, the storm drain pipe was re-aligned around the development, along Anthem Blvd. and Miller Crossing Blvd. In addition to abandoning the original easement, Salt Lake County Flood Control District deemed it necessary to establish a new easement for the re-aligned portion of the storm drain pipe to ensure access if necessary.

DISCUSSION:

The developer has been working with Salt Lake County to fulfill their requirements associated with the re-alignment effort including the new easement. Salt Lake County Council has already met and approved the proposed Interlocal Agreement. The Interlocal Agreement was composed by Salt Lake County and reviewed by John Brems and the Herriman City Engineering Department. This easement is being required by Salt Lake County Flood Control and the Developer is required to fulfill their requirements.

ALTERNATIVES:

No action. The most significant result of this action would mean the existing easement would not be vacated and the progress of the Miller Crossing PUD Development would be significantly hampered.

FISCAL IMPACT:

NONE

HERRIMAN, UTAH
RESOLUTION NO. 16-___

A RESOLUTION APPROVING AN INTERLOCAL COOPERATIVE AGREEMENT BETWEEN SALT LAKE COUNTY AND HERRIMAN CITY WITH RESPECT TO AN UNDERGROUND STORM DRAIN EASEMENT LOCATED UNDER ANTHEM PARK BOULEVARD

WHEREAS, the Herriman City Council ("*Council*") met in regular session on September 14, 2016, to consider, among other things, approving the an Interlocal Cooperative Agreement with Salt Lake County with respect to an underground storm drain easement located under Anthem Park Boulevard; 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*") for an underground storm drain easement located under Anthem Park Boulevard ; 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. 16-____, shall take effect immediately upon passage and acceptance as provided herein.

PASSED AND APPROVED by the Council of Herriman, Utah, this _____ day of Septemenber, 2016.

HERRIMAN

_____
Carmen Freeman, Mayor

_____
Jackie Nostrom, City Recorder

INTERLOCAL COOPERATION AGREEMENT
BETWEEN SALT LAKE COUNTY
AND HERRIMAN CITY

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2016, by the between SALT LAKE COUNTY, a body corporate and politic of the State of Utah ("County") and HERRIMAN CITY, a municipal corporation of the State of Utah ("City"). County and City are referred collectively to 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. UTAH CODE ANN. §11-13-214 provides that any public agency may convey property to or acquire property from any other public agencies for consideration as may be agreed upon.

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

D. The City owns parcel of real property, known as Parcel No. 26-25-300-025, located at approximately 12457 South 6000 West in Herriman, Utah, which is used as the right of way for Anthem Park Boulevard (the "City Property").

E. In 2006, the County obtained an easement to construct and maintain an underground culvert for the Copper Creek drainage on property adjacent to the City Property, which the County uses for flood control purposes.

F. The owner of the adjacent property has plans to develop the adjacent property and seeks to relocate the underground culvert for Copper Creek.

G. The proposed relocation will require the underground culvert for Copper Creek ("the Culvert") to be relocated underneath a portion of the City Property.

H. The County is willing to have the Culvert relocated, and City is willing to grant a perpetual easement to the County for the relocation of the Culvert under Anthem Park Boulevard in the City Property for no fee.

I. The Parties, wishing to memorialize their arrangement, enter into this Agreement.

AGREEMENT

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

1. <u>Conveyance of the Property</u>:

Upon the terms and subject to the conditions set forth herein, the City hereby agrees to grant a perpetual easement to the County for the relocation of the Culvert. The City shall deliver or cause to be a Perpetual Easement, the form of which is attached hereto as Exhibit A and incorporated herein by this reference.

2. <u>Consideration</u>

The City shall grant the Perpetual Easement to the County for not cost. In recognition of the fact that the County will use the Perpetual Easement for the construction of an underground culvert and related improvements for Copper Creek and the fact that the Perpetual Easement will allow the County to provide for the continuous maintenance of Copper Creek within the easement area, both of which actions shall benefit residents of the County and the City, no other consideration shall be required.

3. <u>Duration and Termination</u>

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 delivery of the Perpetual Easement attached hereto as Exhibit A 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.

4. <u>Additional Interlocal Act Provisions</u>. In compliance with the requirements of the Act and other applicable law:

(a) *<u>No Interlocal Entity.</u>* The parties agree that they do not by this Agreement create an interlocal entity.

(b) *<u>Joint Board</u>*. 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 designee. Any real or personal property used in the parties' cooperative undertaking herein shall be acquired, held, and disposed in accordance with this Agreement.

(c) *<u>Financing Joint Cooperative Undertaking and Establishing Budget</u>*. 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 County and 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*. The Property shall be acquired, held or disposed of pursuant to this Agreement and unless agreed to herein shall not be used in a joint or cooperative undertaking.

5. 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 in 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, certified mail postage prepaid 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) *Governmental Immunity*. Both parties are governmental entities under the Governmental Immunity Act, UTAH CODE ANN. § 63G-7-101, *et seq*. (the "*Immunity Act*"). Consistent with the terms of the Immunity Act, the parties agree that each party is responsible and liable for any wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither party waives any defenses or limits of liability otherwise available under the Immunity Act and all other applicable law, and 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.

IN WITNESS WHEREOF, the parties have subscribed their names and seals the day and year first above written.

SALT LAKE COUNTY

By _____
Mayor Ben McAdams or Designee

Approved as to Form and Legality:

By _____
R. Christopher Preston, Deputy District Attorney

Date _____

HERRIMAN CITY

By _____
Mayor or Designee

ATTEST:

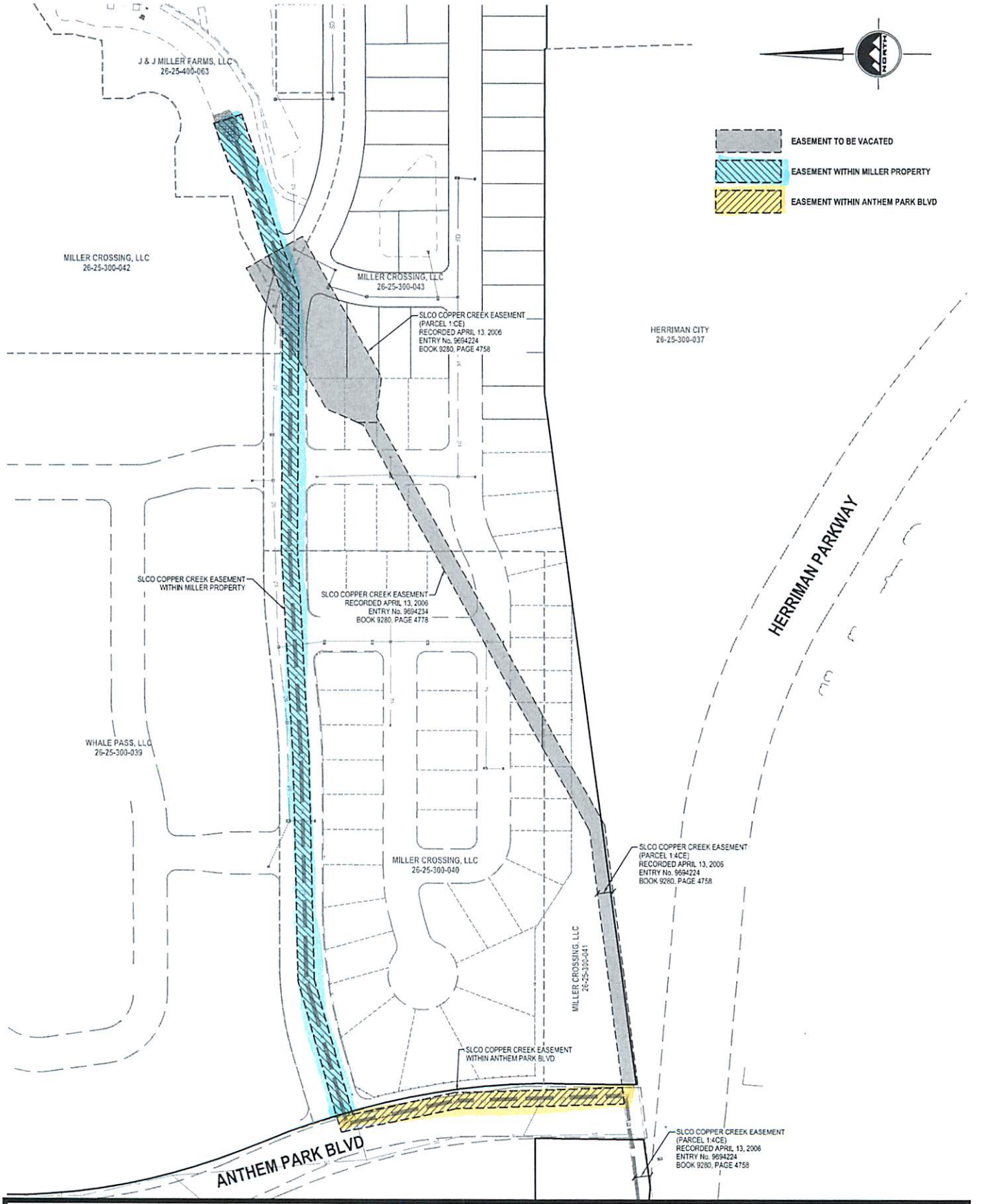
_____
Recorder

Approved as to Form and Legality:

_____
Attorney for Herriman City
Date _____

Exhibit A

(Perpetual Easement)



PROJECT #	DATE
5971B	4/13/16

1 OF 1

FILE:

MILLER CROSSING
COPPER CREEK RELOCATION
MILLER PROPERTY
HERRIMAN, UTAH
SLCO STORM DRAINAGE EASEMENT EXHIBIT

FOR:
1 UTAH HOMES, LLC
P.O. BOX 2111
WEST JORDAN, UTAH 84084

45 W. 10000 S. Ste 500
Sandy, UT 84070
Phone: 801.255.0529
Fax: 801.255.4449
www.ensigneng.com

ENSIGN

SLCO Storm Drain Easement to be vacated
Affects Tax Parcel Nos. 26-25-300-040, 26-25-300-041, 26-25-300-041,
26-25-300-042 and 26-25-400-063

Beginning at a point being South 89°52'44" East 248.43 feet along the section line and North 1,176.08 feet from the Southwest Corner of Section 25, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence North 00°54'35" West 24.96 feet;
thence North 82°46'02" East 397.01 feet;
thence North 60°33'41" East 724.62 feet;
thence North 23°41'40" East 62.51 feet;
thence North 60°33'41" East 250.00 feet;
thence South 29°26'19" East 100.00 feet;
thence South 60°33'41" West 250.00 feet;
thence North 82°34'08" West 62.50 feet;
thence South 60°33'41" West 728.65 feet;
thence South 82°44'45" West 405.49 feet to the point of beginning.

Contains 56,213 Square Feet or 1.290 Acres

SLCO Storm Drain Easement within Anthem Park Boulevard
Beginning at a point being South 89°52'44" East 218.29 feet along the section line and North 1,197.20 feet from the Southwest Corner of Section 25, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence North 01°45'23" West 264.18 feet;
thence North 12°06'22" West 184.45 feet;
thence North 74°00'29" East 28.21 feet to the Easterly Right-of-Way Line of Anthem Park Boulevard;
thence Southeasterly 25.00 feet along the arc of a 1,093.50 foot radius curve to the right (center bears South 72°29'09" West and the chord bears South 16°51'33" East 25.00 feet with a central angle of 01°18'36") along the Easterly Right-of-Way Line of said Anthem Park Boulevard;
thence South 74°00'29" West 5.23 feet;
thence South 12°06'22" East 163.35 feet;
thence South 01°45'23" East 264.05 feet;
thence South 82°46'02" West 25.11 feet to the point of beginning.

Contains 11,370 Square Feet or 0.261 Acres

SLCO Storm Drain Easement within Anthem Park Boulevard
Affects Tax Parcel Nos. 26-25-300-040, 26-25-300-042, 26-25-300-043 and 26-25-400-063
Beginning at a point on the Easterly Right-of-Way Line of Anthem Park Boulevard, said point being South 89°52'44" East 205.88 feet along the section line and North 1,625.42 feet from the Southwest Corner of Section 25, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence Northwesterly 25.00 feet along the arc of a 1,093.50 foot radius curve to the left (center bears South 73°47'45" West and the chord bears North 16°51'33" West 25.00 feet with a central angle of 01°18'36") along the Easterly Right-of-Way Line of said Anthem Park Boulevard;
thence North 74°00'29" East 215.54 feet;
thence North 88°45'43" East 349.33 feet;
thence North 86°53'43" East 323.72 feet;
thence South 89°39'05" East 394.82 feet;
thence North 70°29'51" East 191.29 feet;
thence North 40°29'51" East 20.00 feet;
thence North 70°29'51" East 80.37 feet;
thence South 17°27'22" East 45.03 feet;
thence South 70°29'51" West 78.73 feet;
thence North 79°29'03" West 19.99 feet;
thence South 70°29'51" West 195.71 feet;
thence North 89°39'05" West 398.44 feet;
thence South 86°53'43" West 323.38 feet;
thence South 88°45'43" West 346.50 feet;
thence South 74°00'29" West 211.92 feet to the point of beginning.

Contains 41,068 Square Feet or 0.943 Acres

WHEN RECORDED RETURN TO:
Salt Lake County Real Estate
2001 South State Street, Suite S3200
Salt Lake City, Utah 84114-4575

Space above for County Recorder's use

Tax Serial No. 26-25-300-025
County Project: Copper Creek Relocation
Surveyor Project No. SU20160338

PERPETUAL EASEMENT
Herriman City

Herriman City, a Utah municipality, whose address is 13011 South Pioneer Street, Herriman, Utah 84096 GRANTOR, hereby Grant(s) and Convey(s) to SALT LAKE COUNTY, a body corporate and politic of the State of Utah, GRANTEE, for the sum of Ten Dollars ($10.00) and other good and valuable consideration, a Perpetual Drainage Easement within the right of way of Anthem Park Boulevard for the purpose of ingress, egress, construction, operation, maintenance, inspection, cleaning, repair, and alteration of the relocated Copper Creek in Salt Lake County, Utah, to wit:

(SEE EXHIBIT "A")

IN WITNESS WHEREOF, GRANTOR has executed this Grant of Easement this ___day of _____, 20 _____.

GRANTOR:

Herriman City

By _____ By_____
City Manager City Recorder

STATE OF UTAH)
)ss.
COUNTY OF SALT LAKE)
The foregoing instrument was acknowledged before me this_____ day of _____, 20 _____, by_____and _____, as the City Manager and the City Recorder, respectively, of Herriman City, a Utah municipality.

WITNESS my hand and official stamp the date in this certificate first above written:

My Commission Expires:_____ _____
Notary Public

Residing in:_____

(EXHIBIT "A")

MILLER CROSSING – COPPER CREEK RELOCATION
Perpetual Easement within Anthem Park Boulevard

A 25.00-foot wide strip of land located within the existing right of way of Anthem Park Boulevard in the Southwest Quarter of Section 25, Township 3 South, Range 2 West of the Salt Lake Base and Meridian. The boundary of said strip of land is described as follows:

Beginning at a point being South 89°52' 44" East 218.29 feet along the section line and North 1,197.20 feet from said Southwest Corner of Section 25 and running

thence North 01°45'23" West 264.18 feet;
thence North 12°06'22" West 184.45 feet;
thence North 74°00'29" East 28.21 feet to the Easterly Right-of-Way Line of Anthem Park Boulevard;
thence Southeasterly 25.00 feet along the arc of a 1,093.50 foot radius curve to the right (center bears South 72°29'09" West and the chord bears South 16°51'33" East 25.00 feet with a central angle of 01°18'36") and said Easterly Right-of-Way Line of Anthem Park Boulevard;
thence South 74°00'29" West 5.23 feet;
thence South 12°06'22" East 163.35 feet;
thence South 01°45'23" East 264.05 feet;
thence South 82°46'02" West 25.11 feet to the point of beginning.

The above described strip of land contains 11,370 Square Feet in area or 0.261 Acres more or less

The basis of bearing for the above described perpetual easement is South 89º52'44" East between the Southwest Corner and South Quarter Corner of said Section 25.

Agenda

STAFF REPORT

DATE: **September 7, 2016**

TO: The Honorable Mayor and City Council

FROM: Planning Commission

SUBJECT: **16Z16 – Proposed Rezone from A-1 to A-.50**

RECOMMENDATION:

The Planning Commission recommended approval of the rezone from A-1 to A-.50.

DISCUSSION:

This property is currently developed as four 1 acre lots. A small portion of the south side of the property is being included in the subdivision to the south. It will make two of the lots less than 1 acre. The property owner also wants to divide one of the lots in the future to create two half acre lots.

ALTERNATIVES:

FISCAL IMPACT:

Herriman, Utah
Ordinance No. 16-xx

Rezone property located at approximately 7575 W Rooster Cove from A-1 to A-.50 (File (No. 16Z16)

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 August 8, 2016, noticing of the August 18, 2016, 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 18, 2016, 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 September 14, 2016, 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-.50 on the zoning map of the City.

Parcel numbers: 32-04-200-095
32-04-400-095
32-04-400-098
32-04-400-081
32-04-400-082
32-04-400-083

PASSED AND APPROVED this 14th day of September 2016.

HERRIMAN CITY COUNCIL

By:_____
Carmen Freeman, Mayor

ATTEST:

_____
Jackie Nostrom, City Recorder