



COUNCIL AGENDA

Thursday, November 14, 2013

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

~ ~ ~ ~ ~

6:00 PM ~ WORK MEETING:

- Review of tonight's agenda – *Mayor, Clint Smith*
- Additional:
 - Kennecott Update – *Brian Vinton / Piper Rhodes*
 - Future Work Meetings & City Council Meetings – *Mayor, Clint Smith*
 - Employee Survey – *Cheeryl Jeppson, Human Resources Director*
 - Water Update – *Justin Edwards, Water Director*
 - Engineering Update – *Blake Thomas, City Engineer*
 - Planning Updates – *Bryn McCarty, Planner*
 - Comments from Council Members
 - Other

~ ~ ~ ~ ~

7:30 PM ~ GENERAL MEETING:

1. Welcome-

- 1.1. Invocation:
- 1.2. Pledge of Allegiance:
- 1.3. Roll Call:
- 1.4. Citizen Comments:

2. APPROVAL OF MINUTES:

- 2.1. Regular City Council Meeting minutes of: Thursday, October 24, 2013
- 2.2. Amendments to approved paper minutes of: Thursday, September 12, 2013 RCCM

3. PRESENTATIONS:

- 3.1. Transportation Master Plan – *Blake Thomas, City Engineer*

4. FINANCIAL MATTERS: *Shauna DeKorver, Finance Director*

- 4.1 Discussions and consideration of **Resolution No. 13.43** “A resolution of Herriman City Council approving the form of the equipment lease agreement with Zion's First National Bank, Salt Lake City, Utah. Finding that it is in the best interest of the Herriman City, Utah to enter into said agreement, and authorizing the execution and delivery thereof”

5. DISCUSSION /ACTION MATTERS:

- 5.1. Discussions and consideration of **Ordinance No. 13-38** “A ordinance of the Herriman City Council approving the amendments to the 2020 General Plan” – *Bryn McCarty, Planner*
- 5.2. Discussions and consideration of **Resolution No. 13.44** “A resolution of Herriman City approving a proposed fee increase for the Wasatch Front Waste and Recycling District, to be effective January 1, 2014 and January 1, 2015” – *Gordon Haight, Assist. City Manager*

6. UPCOMING EVENTS IN THE CITY:

December

2nd Holiday Sing A Long ~ Herriman City Hall ~ 6:30pm

9th Holiday Concert ~ Ft. Herriman Middle School ~ 7:00pm

7. FUTURE MEETINGS:

Board of Canvassers Meeting:

Tuesday, November 19th, @ 6:00pm

Next Regular Planning Commission Meeting:

Thursday, November 21st @ 7:00pm

Transportation Master Plan Open House:

Wednesday, December 4th @ 5:00-7:00pm

Next Regular City Council Meeting:

Thursday, December 12th @ 7:30pm

Planning Commission Meeting:

Thursday, December 19th, @ 7:00pm

City Council Retreat (UFA Logistics Building - West Jordan City):

Friday and Saturday Jan. 10th & 11th, 2014

8. ADJOURNMENT:

9. COMMENCE TO HERRIMAN COMMUNITY DEVELOPMENT AND RENEWAL AGENCY MEETING:

10. RECOMMENCE TO WORK MEETING:

10.1. Bobcat Road Bypass - *Gordon Haight, Assist. City Manager*

10.2. Building Department Update - *Gordon Haight, Asst. City Manager*

10.3. Top Five City Priorities - *Brett Geo. Wood, City Manager*

11. SOCIAL GATHERING: *(If time allows)*

Will take place at McDonalds - 5018 W. 13400 S. Herriman, Utah

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. Providing at least 48 hours advance notice of the 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 Kristi Peterson, 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, Kristi Peterson, the duly appointed and qualified City Recorder of Herriman City, Utah, certify the foregoing City Council agenda 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

DATED AND POSTED THIS 13TH DAY OF NOVEMBER 2013.

Kristi Peterson, MMC
City Recorder



COUNCIL MINUTES

Thursday, October 24, 2013

WAITING FORMAL APPROVAL

~ ~ ~ ~ ~ ~ ~

6:00 PM ~ WORK MEETING:

- Attendance:** Mayor, Clint Smith
- Council Members Present:** Mike Day, Matt Robinson, Craig B. Tischner and Coralee Wessman-Moser
- Staff Present:**
 - John Brems, City Attorney
 - Kristi Peterson, City Recorder
 - Brett geo. Wood, City Manager
 - Gordon M. Haight II, Asst. City Manager
 - Shauna DeKorver, Finance Director
 - Monte Johnson, Operation Director
 - Bryn McCarty, Planner I
 - Justun Edwards, Water Director

WORK MEETING:

- Review of tonight's agenda – *Mayor, Clint Smith*
- Additional:
 - Building Permit Fee Study Update – *Jesse Bullock, Building Official*
 - Planning Updates – *Bryn McCarty, Planner*
 - Operations Update – *Monte Johnson, Operations Director*
 - Other

6:46 PM

*CLOSED SESSION: (Private)

Councilwoman Moser **MOVED** the Council adjourn into a closed session pursuant to the provisions of section 52-4-205 (1) for the purpose of (a) discussion of the character, professional competence, or physical or mental health of an individual Councilman Day **SECONDED** the motion, with the following roll call:

The vote was as follows:

Councilman Day	Yes
Councilman Robinson	Yes
Councilman Tischner	Yes
Councilwoman Moser	Yes
Mayor, Clint Smith	Yes

All City Council Members vote in support of this motion.

This motion passes unanimously.

The meeting adjourned into Closed Session at 8:40 pm.

~ ~ ~ ~ ~ ~ ~

7:30 PM ~ GENERAL MEETING:

- Attendance:** Mayor, Clint Smith
- Council Members Present:** Mike Day, Matt Robinson, Craig B. Tischner and Coralee Wessman-Moser

*This document along with the digital recording constitute the official minutes for the
Herriman City Council Meeting held on Wednesday, November 13, 2013*

Staff Present:

John Brems, City Attorney
Kristi Peterson, City Recorder
Brett geo. Wood, City Manager
Gordon M. Haight II, Asst. City Manager
Shauna DeKorver, Finance Director
Monte Johnson, Operation Director
Bryn McCarty, Planner I
Justun Edwards, Water Director

1. Welcome:

Mayor, Clint Smith called the Herriman City Council meeting to order at [8:43:56 PM](#) and welcomed those in attendance.

- 1.1. [8:44:12 PM](#) Invocation:
Jarod Lewis offered the invocation.
- 1.2. [8:45:05 PM](#) Pledge of Allegiance:
Daniel Lewis led the pledge of allegiance.
- 1.3. [8:45:37 PM](#) Roll Call:
Mayor, Clint Smith asks for the minutes to reflect all members of the City Council are present at tonight's meeting.
- 1.4. [8:45:43 PM](#) Citizen Comments:
Mayor, Clint Smith opens the citizen comments portion of the agenda. He calls for any person(s) who wish to speak to the council to come to the podium, state their name and address and to speak about issues that are not listed on tonight's city agenda.
Kevin Jacobs, County Assessor Office introduces himself to the council and offers if any of Council has any questions that he can help you with, to please call him. Mr. Jacobs gave out his business card to Mayor and Council Members.
Jamie Bergstrom, address on file. She is here on behalf of her aunt Raquel Hamilton DeLuca - please see Exhibit A that Jamie read aloud.
There were no other citizen comments tonight.
Mayor, Clint Smith declared the citizen comments closed.

2. CONSENT AGENDA:

- 2.1. [8:50:34 PM](#) Electronic/Paper Minutes: Thursday, September 12, 2013 RCCM
Thursday, October 10, 2013 RCCM
Council Member Moser **MOVED** to approve the minutes of September 12 2013 and asks that the items listed on the Notices for the budget amendments be included in the minutes.
Council Member Robinson **SECONDED** the motion.
All present voted yes.
Motion carried.
Council Member Day **MOVED** to approve the minutes for October 10, 2013.
Council Member Robinson **SECONDED** the motion.
All present voted yes.
Motion carried.

3. PRESENTATIONS:

- 3.1. [8:51:56 PM](#) International Days Committee – Ms. Shawnda Bishop
Ms. Bishop expressed her appreciation to the city for the beautiful facility that Herriman provided for them and thanked everyone that participated in the International Day at the beautiful Butterfield Park.
Ms. Bishop also revealed that they would like to come back for many more years.

4. REPORTS:

- 4.1. [8:55:54 PM](#) Quarterly Financial - *Shauna DeKorver, Director of Finance*
Alice Winberg gave a report on the Herriman Court services in Herriman. Please see the attached power point for details.
Sandra Llewellyn delivered a report on Black ridge Reservoir. Please see the power point for details.

The recording system failed until this point in the meeting.

5. PLANNING MATTERS: *Bryn McCarty, Planner*

Rezoning:

- 5.1. [9:17:01 PM](#) Discussions and consideration of **Ordinance No. 13-34** "File #: 12Z13 – Johnson – 13792 S 7300 W Rezone from A-1 to A-.50"
Ms. Bryn McCarty, orients the council and audience with a maps that she has prepared,
This is a rezone on 7300 West, this is being rezoned from A-1 to A .50. It will be a one and a half acres. The Planning commission approved the two lot subdivision. It's a father and a son building houses next door... This density is one an acre.
Mayor, Clint Smith called for any comments, questions or concerns on the motion.
Council Member Moser **MOVED** to adopt ordinance no. 13-34 file #: 12Z13 Johnson 13792 South 730 West Rezone from A-1 to A .50
Councilman Tischner **SECONDED** the motion.
Being none, Mayor, Clint Smith called for a vote as follows;
Councilman Day Yes
Councilman Robinson Yes
Councilman Tischner Yes
Councilwoman Moser Yes
Mayor, Clint Smith Yes
The vote was unanimous, the motion carried.

Text Change:

- 5.2. [9:19:07 PM](#) Discussions and consideration of **Ordinance No. 13-35** "File #: 07Z13 – Herriman City text change to the land use ordinance regarding section 10-20-9 preservation of open space
Ms. Bryn McCarty, orients the council and audience with maps of the area within she has prepared.
The PUD requires twenty percent. We are making a couple of changes to the open space as required by the PUD. The signs with the open spaces, and then it also allows for open space to be provided outside of development and also be in lieu of the open space. So, what counts as open space, basically before it was just open space. We are looking to define that a little bit more by saying detention basins, the park strips will only count if they provide amenities. Then we tried to define that a little better – playgrounds, gazebos if they're big enough for... Then you can count it.
So, the examples, fees will no longer count as open space, hole in the ground retention pond. Park strips do not count as open space. Trails do, with amenities. Then it talks about open space outside of your PUD following these requirements, it has to be done upfront with the original planning commission approval. We don't want it to come back two years later after the subdivision is built after half the people are moved in, now you want to move the park. It's got to be done upfront, so everyone knows what they are getting. Again, the 50% is the same language as before, we have to know where the open space is coming from not where the ten acres, it all has to be nailed down as part of the approval.
Councilman Day asks the city legal department the following question; Detention basins and park strips merely count as open space if they provide recreational amenities? Couldn't I make the legal argument that every detention basin provides recreation amenities?
John N. Brems; I was just having a discussion with Gordon about..
Bryn McCarty; we're going to continue this.
Councilman Day; as soon as I saw it I thought, that could go both ways.
Bryn Mc Carty; then we may require a portion of the open space to be in the PUD. We just wanted to make sure you were ok and then we would have John do his thing and then we'll bring it back. Again we may require a portion of the open space to be within the PUD, we don't want all one hundred acres going somewhere else and then there is nothing within the subdivision. All this will happen upfront as part of the approval. Second part of it is basically the same but with a fee in lieu of open space, again it has to happen upfront with planning commission. The actual fee amount would be approved by council. The money obviously has to be designated as park money and this is actually

This document along with the digital recording constitute the official minutes for the Herriman City Council Meeting held on Wednesday, November 13, 2013

helpful because, if you remember a park impact fee does not buy property it only pays for improvements, so this would be a good way to get some money in the fund to actually buy some property. Then again a portion of open space, they would have to stay inside, you just can't buy out of all of it. So that is that ordinance in a nut shell...

Councilman Robinson; no restrictions on the fee in lieu of open space, who is to purchase property to improve property.

Bryn McCarty; no we didn't we just said it had to be put in the fund for parks basically, but we didn't put specifically no. but we could certainly define that better if you'd like.

Councilman Robinson; make sure on Johns perception, we've had restrictions on impact fees and where we use them and the types of land uses that they'll go towards or projects that they go towards so, if we accept as open space in fee in lieu of are we tied to certain use to fee in lieu?

John N. Brems; I'd say yes. And that is what you want to do.

Councilman Robinson; yes agree.

John N. Brems; you wouldn't want to run to pay the power.

Councilman Robinson; exactly, but we can purchase park property somewhere else, we can improve park property somewhere else or open space property somewhere else...

John N. Brems; another thing I want to think about... does that mean improvements or does that only mean underlining real property? That's how you got the money is for the open space or can you use the money for improvements. Can we legally do that?

Councilman Robinson; that's exactly my question.

Councilman Day; the only question that I have is what Matt ... with the 50% and I just don't know. I think what I heard you say to Matt was that came in from the County? Is that...

Bryn McCarty; that just the way it's always been. We've never looked at it. We certainly could, we didn't even....

Councilman Day; this whole thing looks wonderful, the only question that raised... about the 50% and...

Bryn McCarty; are you thinking numbers?

Councilman Robinson; the point is will we have the grade, for example. A developer can come in say my open space is in the grey, because its not buildable and there is no open space and we would agree that is right, it isn't buildable and it is good to preserve that as open space, however that can also be taken to the extreme and say let's all be open space and then the rest of the density in the development is really dense and it lacks the open space amenities that Herriman City is known for and we like to propitiate so. I don't have a number but I think it's a worthy conversation in any and including that some of our developers...

Bryn McCarty; and maybe it's not a number, maybe it's just like you said it all can't be above 50%.

Councilman Robinson; we've said 50% can be and 50% cannot be, so I would look at if there is a difference how it would be and again that would be with council and developers so it's not taking advantage of them while we've been ...

Councilman Day; Matt are you in the space of applauding the idea that a small little pocket retention basin is no longer open space?

Councilman Robinson; absolutely.

Councilman Day; as soon as I read that I thought that is wonderful.

Councilman Robinson; that is a necessity.

Bryn McCarty; actually a lot of other city already do that... I don't think it's out of line to do that.

Councilman Day; I'm thrilled, with that.

Councilman Robinson; I wouldn't increase the percentage is my point - that would be in that unfavourable space, that would be a decrease in that, to somewhat lesser percentage than perhaps 50%, but I don't know what we're comparing to, so what's realistic and...

Bryn McCarty; we can certainly look at that.

Mayor Clint Smith, having been part of the discussion on the planning commission side this is, like Bryn mentioned this has been a long and difficult process trying to make sure we're covering all aspect of this, to do what is best for the city and why you see some of the language that we've tried to cover all those bases in there and in terms of what amenities should count toward to that inclusion into open space and so I think the planning commission has done a good job and really working through this ordinance and presenting something that, while it may not adjust everything that we may think edited it gives us a very good... this will best serve the city.

Councilman Robinson; compliment to planning commission and planning staff for the work to get to here.

Mayor, Clint Smith called for any comments, questions or concerns on the motion.

Council Member Robinson **MOVED** to continue ordinance no. 13-35.

Councilwoman Moser **SECONDED** the motion.

Being none, Mayor, Clint Smith called for a vote as follows;

This document along with the digital recording constitute the official minutes for the Herriman City Council Meeting held on Wednesday, November 13, 2013

Councilman Day	Yes
Councilman Robinson	Yes
Councilman Tischner	Yes
Councilwoman Moser	Yes
Mayor, Clint Smith	Yes

The vote was unanimous, the motion carried.

- 5.3. [9:29:15 PM](#) Discussion and consideration of **Ordinance No. 13-19** “File #:05Z13 – Herriman City text change to the use ordinance regarding construction signs and temporary signs”
- Mayor Clint Smith; comments that this did come to council about three months ago? There was some discussion at the Council level as far as not being a 100% on board with what the planning commission has recommended. So in an effort trying to keep these items moving on a positive course, Bryn and I spoke this week and we decided to bring to bring this back, without any changes from the last time that we’d seen it, but allowed to have that dialog again, then hopefully if we want to see specific changes in this particular ordinance that we give staff specific direction and allow us to move this forward in some matter so it doesn’t just sit...
- Bryn McCarty; so here is the ordinance again. It’s the famous... last time we changed the size, we looked at the height we allow greater heights and size if there was multiple builders, we talked about the distance that they have to be away from each other, how long they can have them up. A variety of things. I guess I would like to ask for your feed back, like the Mayor stated, the ordinance hasn’t changed since the last time you saw it.
- Councilwoman Moser; we mentioned the last time the signs that you clicked thru the image that were four high, were about twenty feet? Is that right?
- Bryn McCarty; I believe it was bigger, four sheets of plywood. Yea.
- Councilwoman Moser; what I would like to see with respect to the height, no more than sixteen foot, I would like suggest that we start out with twenty feet...
- Bryn McCarty; the planning commission actually had it at twenty feet and then dropped it to sixteen...
- Councilwoman Moser; ok, simply because I think that is reflecting the intent in which that is to combine the signs, which clearly that the space necessary to do that, adequately.
- Mayor Clint Smith; I was part of the discussion when this came through planning commission. Again I think the planning commission as a whole has really rustled with this, it was an origin how many different times... Enough of them was urging us to move it along on the planning commission side of as well. So there was a lot of thought that was put into it, now you see in here a three hundred feet from existing, this was and I don’t think it was based on anything scientific it was just a number that was decided upon. Really this is our city and this ordinance is designed to govern the work of our city when it come to temporary signage. So if I can speak for the planning commission since I sat on that commission when we discussed it. Our idea there was to encourage developers to work together, to put multiple signs in one location and we would give them the benefit, but not allow them to basically stack one after another along the road side, and again this is for the how we want the look and feel of the city to be. So, we were trying to come up with an ordinance that still allowed them to advertise their product and to draw people into their developments but we wanted to encourage them to do that in a manner in which kept the look and feel of the city the way we wanted it, but encourage them to work together in a manner that we didn’t feel like it was harming them in any manner, but still able to get their signage out there. The planning commission worked diligently on this, they put a lot of heart and thought to it. So, I want to emphasise the fact that those that are maybe tweaked on it from the council as we mentioned at the last one, I think we have a very good starting point and we need to build upon as the council sees that there needs to be an improvements or changes made to that, but we do that and move it along and allow us to have an ordinance that we are comfortable with going out and enforcing.
- Councilman Robinson; in this particular instance – the sign ordinance feels to me like an art... so we really will be tweaking this one for years to come, and for right now we have to a new term problem that needs to be addressed and I think this helps us move down this road a little bit. I support what you are saying, the planning commission has done a good job, and these tweaks will even make it better and I suspect there will be more coming in the next six months.
- Mayor Clint Smith; I believe with a lot of things that once you put it out there, you find that some of them don’t work like you intended them to work and so you come back and revisit it and its anticipated with this ordinance that we will see how it works and we will find a trickled down effects that we may not have planned on and then we will need to revisit the ordinance, but it does give us a very good place to start the process.
- Bryn McCarty; the other part of this ordinance is the temporary banners, we started enforcing the banners and it actually has been working very well. People have been coming and getting the applications and they put them up for a

This document along with the digital recording constitute the official minutes for the Herriman City Council Meeting held on Wednesday, November 13, 2013

week... but the one thing we have heard and now we actually had it longer, the seven day that we allow right now is not enough time to allow to keep their signs up, so the change on this one is twenty one days that they can have their signs up. But again only once in three months, four times during the year. So I think that will work out well. Like I said they've been coming in and getting their applications, people put them up without the application, Dave goes out there and gives them the application and they come in and pay for it. It's been working pretty well.

Councilman Day; what's the cost on that?

Bryn McCarty; \$25

Councilman Tischner; the last time when we didn't report on this – our last conversation on this we was talking about the current ordinance was never enforced.

Bryn McCarty; we didn't start enforcing it until like six months ago.

Councilman Tischner; ok.

Mayor Clint Smith; Craig are you speaking, you're talking about the banners specifically right now, as far...

Bryn McCarty; yes. The construction signs are not enforced, until today.

Councilman Tischner; ok.

Mayor Clint Smith; in order to make sure, I think we're talking two different things there...

Bryn McCarty; yeah.

Mayor Clint Smith; we're you talking about the temporary signs Craig.

Councilman Tischner; actually it was the whole...

Mayor Clint Smith; everything?

Bryn McCarty; yeah. The banner signs are being enforced now, the construction has really never been. They're supposed to come in and get a permit, they don't. They put them up. It's very hard to keep track of.

Mayor Clint Smith; I think it's reflective to changing the ordinance one of the reasons that we've looked at changing the ordinance was because, enforcement of the old ordinance seemed very ineffective or...

Bryn McCarty; enforcing the old ordinance would have force me to take these down...

Mayor Clint Smith; right. I don't know if that is what we want, that is not the intent of what we want to do. So we are looking of creating an ordinance that preserves the look and feel of the community and still allows our developers to advertise their product in a effective manner, but creates some kind of limitations for them to do so.

Bryn McCarty; yes. Allow them to just come in and get a permit. I don't even want to charge them, I just want them to come in so I can see where they want to put it, make sure it's not on city properties. Unfortunately right now they are. Make sure all the things are right and then go put it up. But it would be great if they... once we do something, we'll send letter to all the builders and let them know of what the new ordinance is and make a big push to keep them aware of what going on.

Councilwoman Moser; I'm in favour of the space to approve this right now. I don't see any glaring... I'd just like to change the maximum height to twenty in both the construction offsite and construction onsite. Unless you have a different recommendation for one or the other...

Bryn McCarty; no because think it would be fine either way...

Councilwoman Moser **MOVED** to adopt ordinance no. 13-19, File #05Z13 Herriman City text change to the use ordinance regarding construction signs and temporary signs with the amendments to change that to twenty feet maximum height under both construction offsite and onsite plans.

Councilman Robinson **SECONDED** the motion.

Being none, Mayor, Clint Smith called for a vote as follows;

Councilman Day	No
Councilman Robinson	Yes
Councilman Tischner	Yes
Councilwoman Moser	Yes
Mayor, Clint Smith	Yes

The vote was unanimous, the motion carried.

NOTE:

John N. Brems; one comment about signs, I've been on a taskforce for the Utah League of City and Towns and we've been trying to write a sign ordinance, a draft or model one and we been at it for three years and been unable to because it is just a quagmire.

Councilman Robinson; so do you think this John is helping others...

John N. Brems; I think this is an improvement, but the whole thing need some division. But, it's better than it was.

Mayor Clint Smith; this is a starting point. We continually address it as need arises.

Councilman Robinson; as we ask our developers and realtors to know that the door is open for that conversation so we can have that good partnership insuring that we protect Herriman and keep that development where it needs to be.

Mayor Clint Smith; thank you.

6. DISCUSSION /ACTION MATTERS:

- 6.1 [9:40:46 PM](#) Discussion and consideration of **Ordinance No. 13-24** “An ordinance amending the street trees and park strip planting ordinance” - *Ty Nielsen, Arborist*
Ty Nielsen, City Arborist. As we are learning and growing as our city grows, we’ve come to the conclusion that there were things in the old ordinance that didn’t need to be in there. The ordinance that was passed in 2008 describes a suggested street list and the list that was included in the ordinance was horrible, it was hard to read and make sense of. I found out the building department was handing out grade packet and included in the packet was a list of trees, so basically all we are doing is matching what approved trees are acceptable and removed the trees that has no reason to listed in our ordinance. Basically, we just cleaned up the ordinance.
Councilman Day asks what do you do with trees that are within 30 feet of a stop sign.
Ty Nielsen, comments they have to be removed, but there isn’t enough of me?
Councilwoman Moser; we have a list of Herriman City prohibited trees that are included in our council packet. I didn’t find reference within the ordinance to whatever that list is specific to just the street planting or if it’s included to their entire yard?
Ty Nielsen; No, that is one this we have straightened up. This ordinance is specifically for street trees, trees that are in the right-of-ways and in the park strips. This has no reference to their backyard, that’s theirs.
Councilwoman Moser; ok. With respect to that list, work to getting that put on the website if we can identify specifically when we say Herriman City prohibited trees, that is what is referencing park strips trees, so that’s clear that people can still plant there.
Ty Nielsen; oh yes. We do have in the front acceptable street trees but on the prohibited is didn’t. So, yes. Good catch.
Councilman Robinson, Salix species has been one of those problem trees, they’re great in yards but not in park strips. I noticed that salix species and then in parentheses all trees with the willow family, it would be good to be more specific there and call out globe willow, weeping willow, and maybe there is a few others that are common names that can be listed there.
Council Member Robinson **MOVED** to adopt ordinance no. 13-24 an ordinance amending the street trees and park strip-planting ordinance, with the adjustment of prohibited trees to prohibited “street” trees.
Councilman Day **SECONDED** the motion.
Being none, Mayor, Clint Smith called for a vote as follows;
Councilman Day Yes
Councilman Robinson Yes
Councilman Tischner Yes
Councilwoman Moser Yes
Mayor, Clint Smith Yes
The vote was unanimous, the motion carried.
- 6.2 [9:54:40 PM](#) Discussion and consideration of **Ordinance No. 13-36** “An ordinance of Herriman City Council amending the name of the Lake Ridge Subdivision to Lake Ridge at Rosecrest Subdivision”
- *Bryn McCarty, Planner*
Bryn McCarty, the county already said they we already have a Lake Ridge Subdivision, and they required an ordinance from the Council to change it to Lake Ridge at Rosecrest Subdivision.
Mayor, Clint Smith called for any comments, questions or concerns on the motion.
Council Member Robinson **MOVED** to adopt ordinance no. 13-36 an ordinance amending the name of Lake Ridge Subdivision to Lake Ridge at Rosecrest Subdivision.
Councilwoman Moser **SECONDED** the motion.
Being none, Mayor, Clint Smith called for a vote as follows;
Councilman Day Yes
Councilman Robinson Yes
Councilman Tischner Yes
Councilwoman Moser Yes
Mayor, Clint Smith Yes
The vote was unanimous, the motion carried.

- *6.3 [9:55:33 PM](#) Discussions and consideration of **Resolution No. 13.33** "A resolution designating and appointing poll workers to serve in the 2013 municipal general election" – *Kristi Peterson, City Recorder*
There was no dialog on this item.
Mayor, Clint Smith called for any comments, questions or concerns on the motion.
Council Member Moser **MOVED** to approve resolution no. 13.33 a resolution appointing poll workers for the 2013 municipal general election on November 5, 2013
Councilman Tischner **SECONDED** the motion.
Being none, Mayor, Clint Smith called for a vote as follows;
Councilman Day Yes
Councilman Robinson Yes
Councilman Tischner Yes
Councilwoman Moser Yes
Mayor, Clint Smith Yes
The vote was unanimous, the motion carried.

7. UPCOMING EVENTS IN THE CITY:

December

- 2nd Holiday Sing A Long Herriman City Hall 6:30pm
- 9th Holiday Concert Fort Herriman Middle School 7:00pm

8. FUTURE MEETINGS:

- | | |
|---|---------------------------------|
| Next Regular Planning Commission Meeting: | Thursday, November 7, @ 7:00pm |
| City Council Work Meeting | Thursday, November 7, @ 7:00pm |
| Next Regular City Council Meeting: | Thursday, November 14, @ 7:30pm |
| City Council Work Meeting | Thursday, December 5, @ 7:30pm |

9. ADJOURNMENT:

- Mayor, Clint Smith comments, "if there is no additional business to come before the Herriman City Council tonight", I ask for a motion to adjourn to the work meeting
Council Member Moser **MOVED** to adjourn this meeting at [9:57:28 PM](#)
Council Member Day **SECONDED** the motion.
All City Council Members voted in support of this motion.
Motion carried.

10. RECOMMENCE TO WORK MEETING:

- Engineering Update – *Blake Thomas, City Engineer*
- Councils Top Five Updates – *Brett geo. Wood, City Manager*
- Comments from Council Members
 - Iron Will at Camp Williams
 - Sanitation Board
 - Association of Municipal Government
 - Legislative Policy Meeting
 - Valley Emergency Communications Center (VECC)
- Discussion of Surplus Property - *Gordon Haight, Asst. City Manager*
- Suburban Land Reserve (SLR) Development Agreement – *Gordon Haight, Assist. City Manager*
- Update of Healthy Herriman Committee – *Gordon Haight, Asst. City Manger*

This meeting adjourned at approximately **11:58pm**

*This document along with the digital recording constitute the official minutes for the
Herriman City Council Meeting held on Wednesday, November 13, 2013*

11. SOCIAL GATHERING: *(Social)*

Will take place at Cafe Rio – 5506 West 13400 South, Herriman, Utah

I, Kristi Peterson, do hereby certify that I am the duly appointed, qualified, and acting City Recorder for Herriman City, of Salt Lake County, State of Utah. I do hereby certify that the foregoing minutes represent a true and accurate, and complete record of this meeting held on this date of Thursday, October 24, 2013



Kristi Peterson, MMC
Herriman City Recorder

This document along with the digital recording constitute the official minutes for the Herriman City Council Meeting held on Wednesday, November 13, 2013

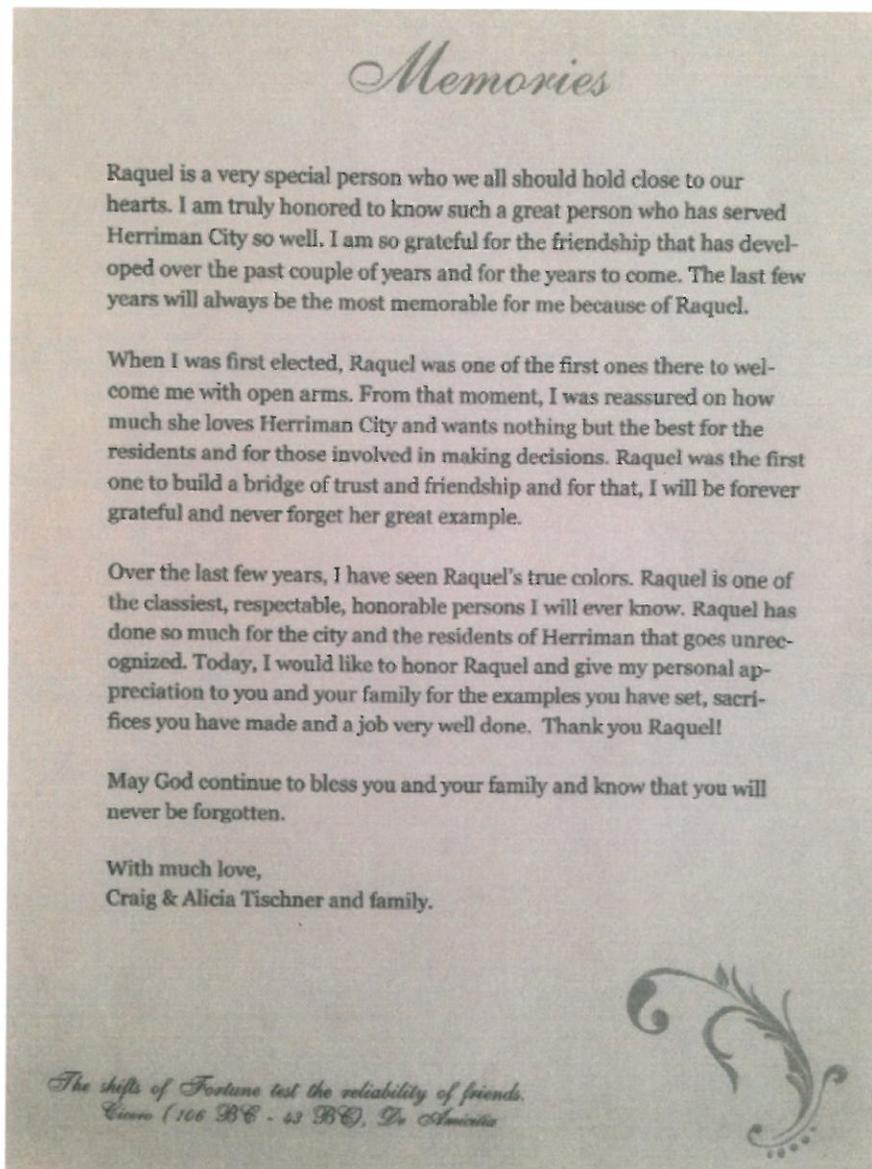
"Exhibit A"

Honorable Mayor,

I am addressing you tonight with a formal complaint against council member Craig Tischner. I am concerned with Mr. Tischner's unethical campaign tactics; I feel he has breached the intent of fair campaign practices, for which he signed a pledge to conduct a fair campaign. His unethical conduct has now brought on personal attacks towards me, Raquel DeLuca, as well as my husband's company, DeLuca Inc. His attempt to bring up the KSL news story to better his campaign, has again harmed my character and reputation and caused slander to my name.

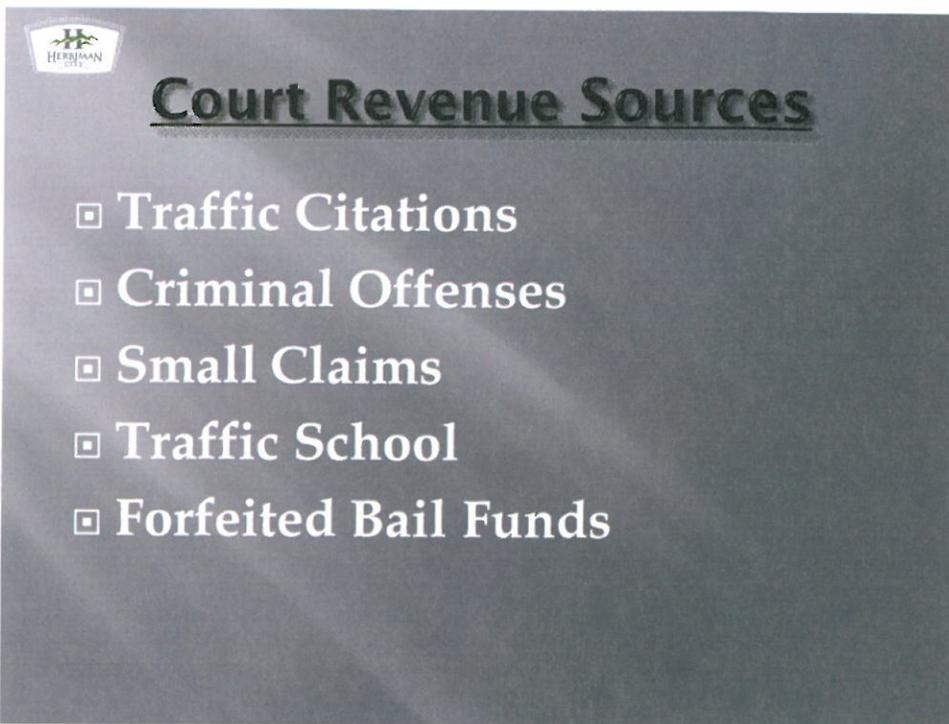
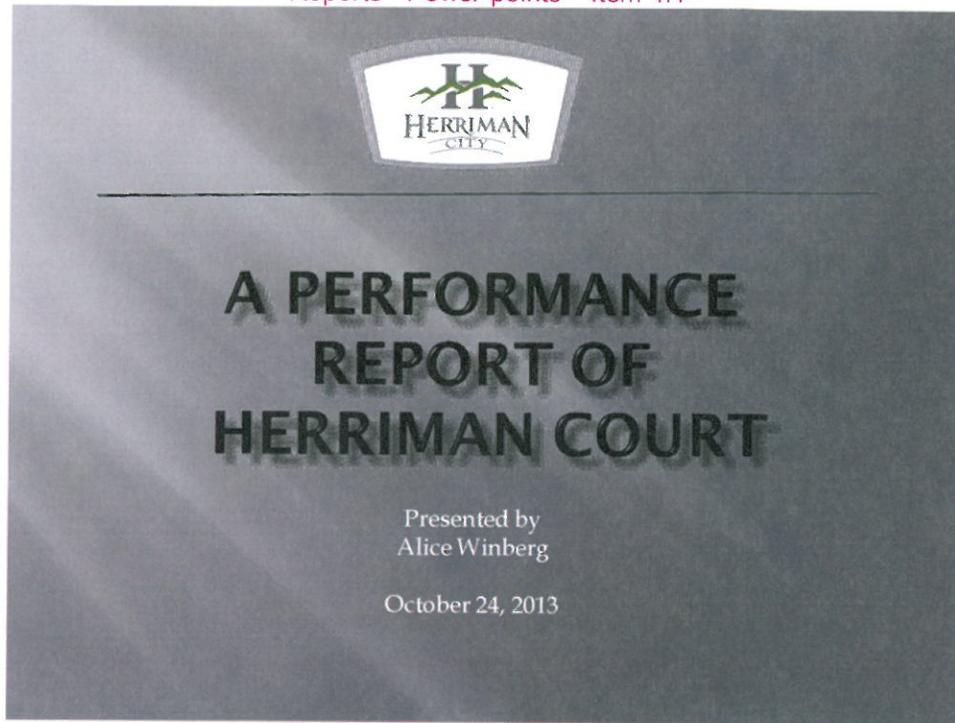
I am now seeking legal advice against Mr. Craig Tischner and Herriman City as to what action to take.

Attached is a letter I received from Mr. Craig Tischner regarding our time served on the council together. Please read this letter, I am confused by his words in the letter and his recent actions during his campaign today.



This document along with the digital recording constitute the official minutes for the Herriman City Council Meeting held on Wednesday, November 13, 2013

Reports - Power-points – Item 4.1



This document along with the digital recording constitute the official minutes for the Herriman City Council Meeting held on Wednesday, November 13, 2013

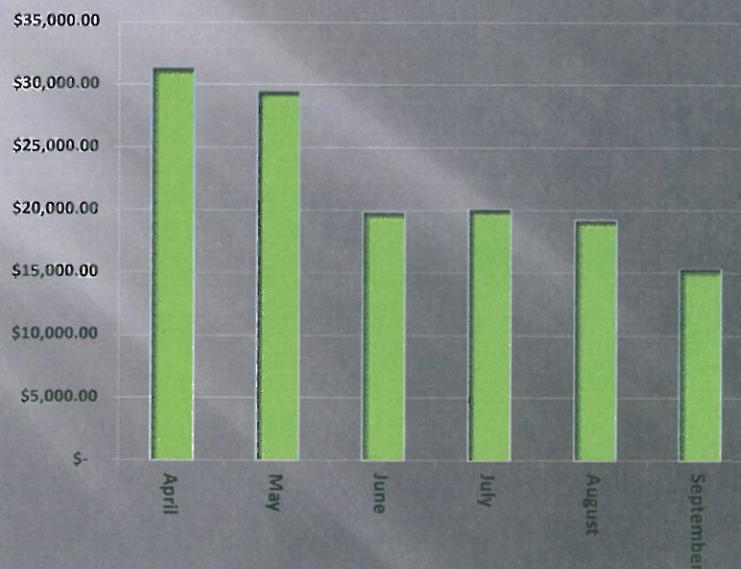


Court Expenses

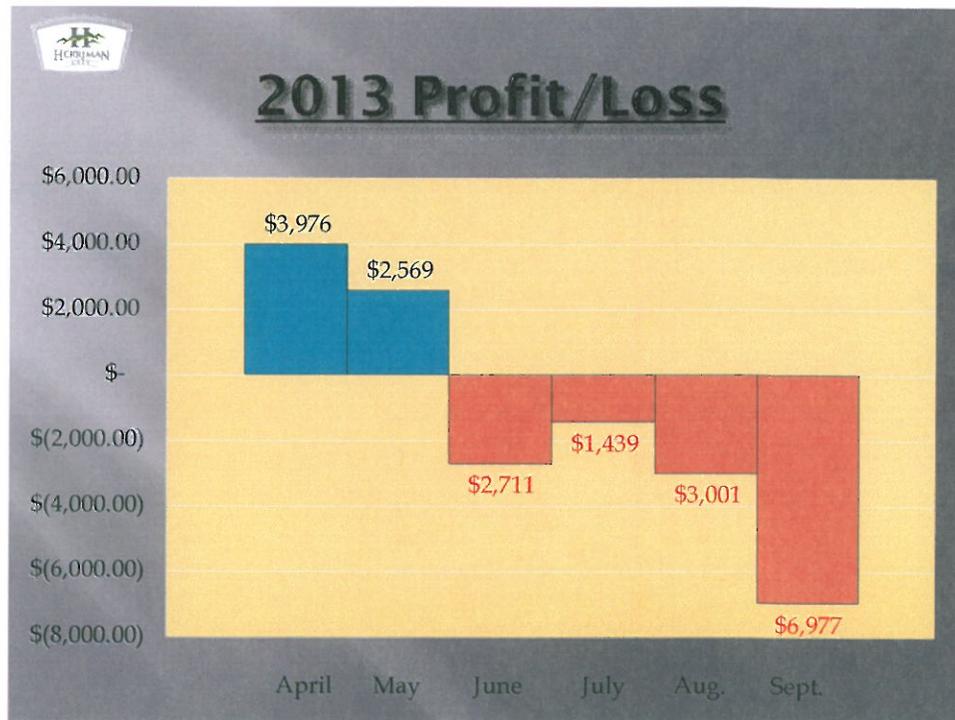
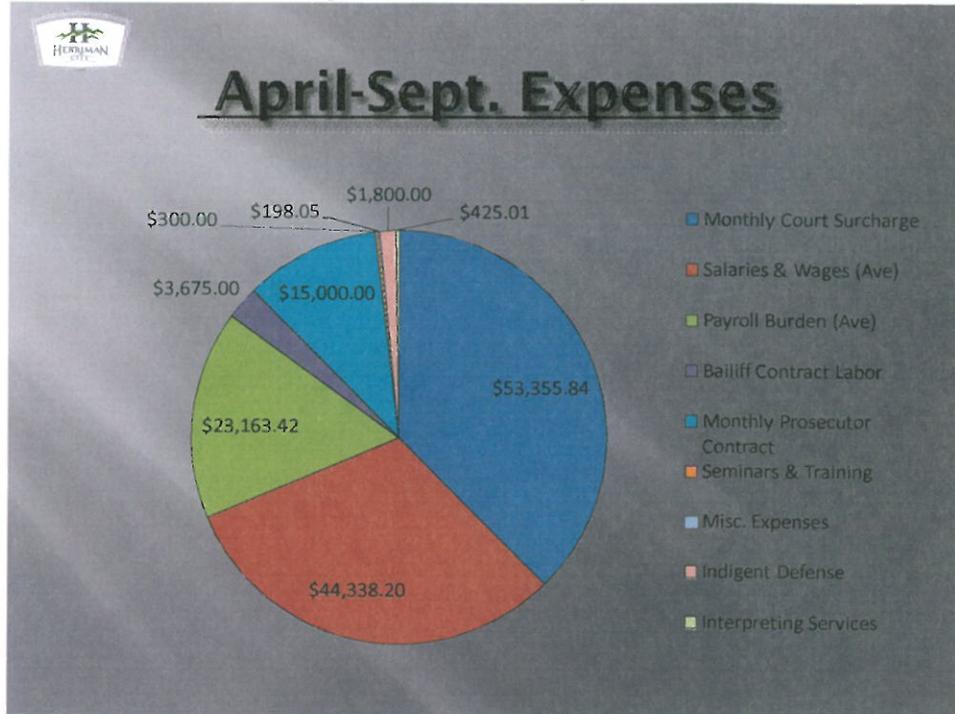
- ☐ Monthly State Surcharge
- ☐ **Salaries & Wages**
- ☐ **Payroll Burden**
- ☐ Bailiff Contract Labor
- ☐ **Monthly Prosecutor Contract**
- ☐ Subscriptions/Membership/Dues
- ☐ Seminars & Trainings
- ☐ General Supplies
- ☐ Employee Relations
- ☐ Interpreting Services
- ☐ Indigent Defense



April-Sept. Revenue



This document along with the digital recording constitute the official minutes for the Herriman City Council Meeting held on Wednesday, November 13, 2013



This document along with the digital recording constitute the official minutes for the Herriman City Council Meeting held on Wednesday, November 13, 2013

BLACKRIDGE RESERVOIR

First Year Operations Report
June 22nd thru September 7th 2013

- 
- ▶ 17 part time employees
 - ▶ Hours of operation 10am–9pm
 - ▶ Two 5 ½ hour shifts with 2 employees per shift
 - ▶ Average pay is \$10.00 per hour
- 

This document along with the digital recording constitute the official minutes for the Herriman City Council Meeting held on Wednesday, November 13, 2013

Expenditures

June 22nd–September 7th

- ▶ Hours worked- 1547

- ▶ Concessions labor – \$15,457.00
Total Payroll Burden – \$1,314.00

- ▶ Concessions Supplies – \$4950.00

- ▶ Average Labor Cost per day – \$220.00



Revenue

June 22nd–September 7th

- ▶ Concessions – \$4271.00
Sales Tax – \$274.00

- ▶ Average per day – \$50.00

- ▶ Total NET Revenue – \$3998.00



The Bottom Line

- ▶ Total Labor Costs – \$16,771.00
- ▶ Total Supplies/Food Costs – \$4,950.00
- ▶ Total Revenue – \$3,998.00
- ▶ Expenditure over Revenue – (\$17,723.00)





CITY COUNCIL AGENDA

Thursday, September 12, 2013

APPROVED OCTOBER 24, 2013

AMENDMENTS TO MINUTES MADE ON NOVEMBER 14, 2013 /

~ ~ ~ ~ ~

6:00 PM ~ WORK MEETING: *(Items are for discussion only)*

5:58:12 PM

Attendance: Interim Mayor, Clint Smith

Council Members Present: Mike Day, Matt Robinson, Craig B. Tischner and Coralee Wessman-Moser

Staff Present: John Brems, City Attorney
Kristi Peterson, City Recorder
Brett geo Wood, City Manager
Gordon M. Haight II, Asst. City Manager
Shauna DeKorver, Finance Director
Monte Johnson, Operation Director
Bryn McCarty, Planner I
Blake Thomas, City Engineer
Justun Edwards, Water Director

- Review of tonight's agenda – *Interim Mayor, Clint Smith*
- Additional:
 - Budget Amendment – *Shauna DeKorver, Finance*
 - Capital Project Update – *Gordon Haight, Assist. City Manager / Blake Thomas, City Engineer*
 - Economic Development Incentive – *Heather Upshaw, Planner*
 - Planning Updates – *Bryn McCarty, Planner*
 - Deer Issue – *Brett geo. Wood, City Manager*
 - Entrance Sign Presentation – *Brett geo. Wood, City Manager*
 - City Updates – *Brett geo. Wood, City Manager*
 - Comments from Council Members
 - Other

~ ~ ~ ~ ~

7:30 PM ~ GENERAL MEETING:

Attendance: Interim Mayor, Clint Smith

Council Members Present: Mike Day, Matt Robinson, Craig B. Tischner and Coralee Wessman-Moser

Staff Present: John Brems, City Attorney
Kristi Peterson, City Recorder
Brett geo Wood, City Manager
Gordon M. Haight II, Asst. City Manager
Shauna DeKorver, Finance Director
Monte Johnson, Operation Director
Bryn McCarty, Planner I
Blake Thomas, City Engineer

1. Welcome-

Interim Mayor, Clint Smith called the Herriman City Council meeting to order at [7:41:10 PM](#) and welcomed those in attendance.

- [7:41:55 PM](#) .1 Invocation:
Trenton Bytheway offered the invocation.
- [7:42:46 PM](#) .2 Pledge of Allegiance:
Councilman Mike Day led the pledge of allegiance.
- [7:42:55 PM](#) .3 Roll Call:
Mayor Smith asked the minutes to reflect all members of the City Council are present at tonight's meeting.
- [7:43:03 PM](#) .4 Citizen Comments: *(Citizens time to address the council with issues that are NOT listed on tonight's agenda)*
Mayor Smith opens the citizen comments portion of the agenda. He calls for any person(s) who wish to speak to the council to come to the podium, state their name and address and to speak about issues that are not listed on tonight's city agenda.
Brent and Lisa McDonald, address on file. It has recently come to our attention that Herriman City has an ordinance in place that no longer allows us to build on our property at 7051 South Gina Road. This also makes our property hard to sell. Please consider making an exception for this property. The majority of the surrounding properties have home on them and developers will to have the same interest in developing Gina Rd as they do 7530 West.
Steve Garret, address on file. Owner of a Disaster Cleanup Company. Part of my job is travelling all around the Salt Lake Valley, even into Davis and Utah Counties. Travelling into these areas reminds me how special Herriman is. What we have here is better than any areas in Salt Lake County, why? It's because of the people that live here, the people that live here have the same values and goals.
When I look at the direction of this city has taken and going to be taking with the high-density developments, in particular the Towne Center development. I'm really disappointed in our leaders with the decision to go in that way. I believe when we bring back the general plan, the cities master general plan. It takes away a lot of options, the city should have reserved in areas and I also believe what is tied with these developments. I think the city should attract more families. Initially they will for the most part...
What are we going to be in twenty years from now? I don't know of any high density developments anywhere in the Salt Lake Valley that has any age on it, that has people in it that you and I would want to live around. When the newness wears off on these developments, we will be left with people that we don't want to live around. It's very disappointing. No other city has chosen to make high density housing a focal point of their city, smack dap in the middle of the of their city centre.
I just wanted to voice my disappointment for this. I don't know what all can be done, to mitigate it? But, I think that there should be a focus of our city leaders to find ways to mitigate the damage that the high density is going to do to our community. Somehow, figure out how the area is going to look in twenty – thirty years from now. Are we going to be run down? Are we going to be left with people we don't like in our community that causes crime and bring other issues to our city? Thank you for your service to our community. Have a good evening.
Sherri Ohrn, address on file. Please see exhibit A.
Yvette White, address on file. I would like to make the planning commission and city council aware off planning concerns around my property 6769 West 14600 South, so that future development as a subdivision including paved road access, all utilities, storm drainage accessibility and anything else pertinent to its to its development. Property was annexed into Herriman prior to any home even being built in the Cove. Wes have been blocked in our development previously by DAI.
There were no other public comments.
Mayor Smith declared this citizen comment time closed.

2. CONSENT AGENDA:

- [8:00:08 PM](#) .1 Electronic/Paper Minutes: Thursday, August 22, 2013 RCCM
Council Member Coralee Wessman-Moser **MOVED** to continue these minutes.
Council Member Mike Day **SECONDED** the motion.
Mayor Smith asked if there are any questions, comments or concerns regarding the motion.
Being none, he calls for a vote.

This document along with the digital recording constitute the official minutes for the Herriman City Council Meeting held on Thursday, September 12, 2013.

All present members voiced a unanimous yes to continue the written and electronic minutes.

3. PRESENTATIONS:

[8:01:09 PM](#) .1 Jordan School District Bond Review - *Superintendent Patrice Johnson*
Jordan School District representative are here tonight to talk about vitally important to all of us and that's the education of our children. When our children graduate and become productive members of society, everyone stand to gain. Our parents, our grandparents, our community and our cities and we appreciate the partnership that we have working with you in doing the very the best for our children. Right now Jordan School District is seeing tremendous growth. We see children coming and coming and coming and quite-frankly, we don't know where to put them all anymore, in fact some schools we don't have room for them all. So, our board of education has looked at this thoroughly and looking at our needs for today and looking at our needs in the future they've opted to put a \$495,000,000 bond on the November 5th ballot.

[8:41:34 PM](#) .2 Economic Development Committee Incentive Recommendations - *Tony Diconza*
I want to let the Council know how appreciated and please I am with our committee performance, I say this because we have completed quite a few things since I presented to you last and if you consider the fact that we only meet one day a month to work on these things, its quite phenomenal the amount of completed items that we have to present to you tonight. Both on a committee level and on a individual level everyone is participating, we're having regular turnouts and I'm just really pleased.
I have four action items that I want to go over with you tonight.

1. We have completed another submission for the Herriman City newsletter.
2. We've completed the business regulation review, this is the review where we are reaching out to business leaders in the community and we're asking them to think about any rule or regulations, procedures that are stifling to their business and we're asking for their feedback.
3. We've also been looking at incentives to recommend to the City Council.
4. We met with Chase Daniels and discussed some property that is over in the area of by Anthem Development. There is a three-acre parcel and the discussion centred on what to do with that land. It's been sitting there for five years. Chase has a proposal to build orthodontics, he proposed to use one acre of three. Considering that, we'd like to make a recommendation to City Council that the land is surplus for use right now. The land is evaluated at \$300,000- an acre. We'll talk at the next meeting more about other business incentives that we have in mind and the process that we've went through to come up with what believe to be a good solution there for a specific business.

Councilman Robinson: I'm thrilled that you've made a recommendation. It is something that we've hoped and we look forward to more as we move forward... Please express my appreciation to those who are dedicating time and volunteers. It's very much appreciated.

4. PUBLIC HEARING:

[8:51:12 PM](#) .1 Budget Amendments - *Shauna DeKorver, Finance Director*
Mayor Smith declares the public hearing portion of the agenda open and calls for any persons wishing to express their concerns on this item to come to the podium to address the City Council members.
Sherri Ohrn, address on file. . . with items like this and the general plan meeting not being on the website, it does make it difficult for the public to make comments on these things.
There were no other public remarks on this item.
Mayor Smith declared this public hearing closed.

5. FINANCIAL MATTERS:

[8:55:58PM](#) .1 Discussions and consideration of **Resolution No. 13.36** "A resolution of the Herriman City Council approving an amendment to the 2013-2014 fiscal year budget".
- *Shauna DeKorver, Finance*
Council Member Coralee Wessman-Moser **MOVED** to approve Capital Project Budget amendments as noted on our documents - 1, 2, 3, 4, 5, and 8, as well as Capital Project budget amendments number 1 and those are

Bobcat Drive, Copper Mountain Sidewalk, Additional Chip Seal, Homeless Shelter reduction budget, 134 south overlay, aerial photography, and 134 south storm drain, which remind and Gordon just indicated were necessary with the exception of the traffic bases are at our pleasure in my opinion, so I think we'll not hurt ourselves by delaying additional two weeks and make those amendment to the budget at this time, delaying all the others until the opportunity for additional public comment.

Mayor Clint Smith; Anything specific on nine?

I think that was one that we not in a time sensitive crunch, that was not ... Gordon?

Gordon Haight, On that. I'm not on a time sensitive crunch but there are several developers and property owners they are on a time crunch... we have had this \$300,000 and we've had previous discussions and you've approved it... we did not give you a whole presentation of the Rose Basin, there were three parts of that presentation. First part was the moratorium, Second part was the current land use, how it was being effected and where that is going, and the Third was how to interact with developers, property owners and the right of ways to keep talking about if we complied enough and you want to go forward and we can make some commitments to people. Some of the people want building permits, we've not allowed them to go forward until we knew we had a commitment, not just from developers and the right of way but from the city so, um and I do feel their pain... So we had a great presentation, trust me it was wonderful. We just didn't present it. But it's up to you if you want us to tell us to move forward. I was going to explain all the right of way of where we are at ...

Councilman Robinson; is two weeks significantly impact the development plan?

Gordon Haight; after two years, I think two weeks is an easy... It hurts Mr. Bytheway pretty good. He is here tonight, kind of interested in getting a building permit, and I don't want to go through the story. But the point is I do want you to know if it's a hardship for some of the property owners. I'm aware not in detail but it is a difficult situation for him....

Councilwoman Moser; If we approve this one, would there be action in the next two weeks?

Gordon Haight; what would be substance is would be this. We would be able to issue building permits cause we have all the money committed by the developer, we'd have all the money committed by the city and we'd have the right of way committed by the property owner. That would kind of, the frame work - I had laid out to the council if they agreed to that frame work, that we substantially we could now issue a building permit. There financial situation is done. So, for me what I would be doing in the next two or three weeks, would be organizing the contract for the paving of the road, so it would be done before they need occupancy on their home. Then the other developers would be coming in with their projects...

Councilwoman Moser, is it feasible that this completed before the snow flies, that we'll really have a road in place before - given we're at this late date?

Gordon Haight, its difficult to say that would happen but here is the comment I would make. If it doesn't get paved this year, all the money, all the project s is there and we could probably allow them to move forward, because like a developer we have a bond, the money, we're the developer in this case we control our destiny the substance portion of the ordinance with the pavement is done. So, this is tricky because of the season and I feel for the property owner, because city government John says has a process and it's clunky on the best days.

Councilman Tischner, let me get some clarification here. We're 99.9% on signatures? Correct?

Gordon Haight, yea. It's in our court...

Councilman Tischner, ok so if this get approved tonight, they still can't get their building permit until later, correct? Because we don't have those signatures in place.

Gordon Haight, I would be able to go back, I would get those signatures early tomorrow or next week. Jory is here, so we could get them tomorrow or Monday. At this point I would be able to feel like everything is in our court, we can get the signatures and I would be able to issue a building permit tomorrow. So, that would be my game plan if I had your money.

Councilman Robinson, so sequence for you is approval of the budget amendment, go get signatures... for the right of way and issue building permits?

Gordon Haight, Yea, I can do that.

Councilwoman Moser, after all right of way signatures are obtained?

Gordon Haight, yea, I can do that. I'm listening now. All right of ways, we will make a diligent effort for tomorrow.

Councilman Tischner, can you let us as a council know when that is in place?

Gordon Haight, yea, part of the issue would be if we can catch them at home, but most of these people we've had multiple discussions with them and we know where they're at..

Councilman Tischner, so the verbal agreements are there, you just don't have the documents signed?

Gordon Haight, right. Because we haven't agreed to pavement so it's tit for tat.

Councilman Robinson, Councilwoman Moser I, would be ok if you adding that in as well.

Councilwoman Moser, I'd be happy to take that amendment and adding number nine in as well.

Mayor Clint Smith, so we have motion before us.

Councilman Tischner **SECONDED** the motion.

Councilman Day, so is it 1, 4, 5, 8 and 9?

Councilwoman Moser, 1, 2, 3, 4, 5, 8, 9 under general fund capital project budget amendment.

Councilman Day, 1, 2, 3, 4, 5, 8 and 9?

Councilwoman Moser, and then under impact fee number 1, 134 south storm drain project. Which are indicated by staff as urgent to get completed right away.

Councilman Day, and that's it?

Councilwoman Moser, and we'll consider the others 6, 7, 10, 11, and 2 and 3 of impact fees in two weeks. We'll continue that, that will be the motion to continue those items until the two weeks when we can get on the website. Shauna DeKorver, I just wanted to make sure I have, we're all on the same page.

Councilman Day **SECONDED** the motion

Mayor Clint Smith, I think we had a second from Councilman Tischner. And part of the motion, just for clarification was also to keep the public hearing open?

John N. Brems, can we be fuzzy on that? We might want to do a new notice.

Councilwoman Moser, ok.

John N. Brems, my recommendation would be to do a new notice. Because you're already approving some stuff under that notice, so it's kind of clunky...

Mayor Clint Smith, so we have a motion and a second on item 5.1, resolution no. 13.36.

Mayor call for roll call vote.

Councilman Mike Day Yes

Councilman Matt Robinson Yes

Councilman Craig B. Tischner Yes

Councilwoman Coralee Wessman-Moser Yes

Interim Mayor Clint Smith Yes

This voting was unanimous; the motion carried.

Councilwoman Moser asked that the Public Notice be attached to these minutes. Please see last page Exhibit "A"

Budget Amendment that were approved by the City Council on September 12, 2013.

1. Slurry Seal	\$260,000	(Capital Projects)
2. Update to Economic Strategic Plan	\$6,000	(General Fund)
3. Completion of traffic signal at Mirabella & Rosecrest Rd	\$110,000	(Transportation Impact Fees)
4. Additional trails Rosecreek trail	\$200,000 divided between... \$100,000 for additional trail includes \$50,000 for firebreak trail	(Park Impact Fees)
5. Entry Park – landscaping only	\$180,000	(Park Impact Fees)
6. Additional baseball field (at Butterfield Park)	\$62,000	(Park Impact Fees)
7. Engineering Review and Inspection Study	\$10,000	(General Fund)
8. Sprinkler Control communication system	\$50,000	(Revenue)
9. Property Acquisition for trail system debit for possible property purchase \$500,000)	\$500,000	(Capital Projects fund with a subsequent

6. PLANNING MATTERS:

Text Change:

9:06:14 PM .1

Discussions and consideration of **Ordinance No. 13-31** "17S12 – Herriman City – Text Change to Chapter 11-7-8, Curbs, Gutters, Sidewalks and Park Strips"

– Bryn McCarty, Planner

Council Member Matt Robinson **MOVED** to adopt ordinance no. 13-31 file 17S12, Herriman City text change to chapter 11-7-8 curbs, gutters, sidewalks and park strips. Approve it with the recommendation that we delete the entire section, which is section 11 -7-8 section F.

Council Member Craig B. Tischner **SECONDED** the motion.

Mayor Smith asked if there were any questions on the motion.

Being none, he calls for a roll call vote.

Councilman Mike Day Yes, I want to revisit this when we get the plan in place.

Councilman Matt Robinson Yes

Councilman Craig B. Tischner Yes

Councilwoman Coralee Wessman-Moser Yes

Mayor Clint Smith Yes
This voting was unanimous; the motion carried.

- 9:11:02 PM .2 Discussions and consideration of **Ordinance No. 13-23** File #: 16S13 – Herriman City – Text Change to chapter 11-7-17, Performance Bonds”. *Bryn McCarty, Planner*
Council Member Matt Robinson **MOVED** to continue at this item.
Council Member Mike Day **SECONDED** the motion.
Mayor Smith asked if there were any questions on the motion.
Being none, he calls for a roll call vote.
- | | |
|------------------------------------|-----|
| Councilman Mike Day | Yes |
| Councilman Matt Robinson | Yes |
| Councilman Craig B. Tischner | Yes |
| Councilwoman Coralee Wessman-Moser | Yes |
| Mayor Clint Smith | Yes |
- This voting was unanimous; the motion carried.

7. DISCUSSION /ACTION MATTERS:

- 9:11:33 PM .1 Discussions and consideration of **Resolution No. 13.38** “A resolution appointing alternate members to the Planning Commission” – *Bryn McCarty, Planner*
Mayor Smith asks the council if they have any questions for Bryn?
Mayor Smith solicits for a motion to approve this resolution.
Council Member Coralee Wessman-Moser **MOVED** to approve resolution no. 13.38 a resolution appointing Tony DiConza and Jeramy Burkinshaw as alternate members to the Planning Commission.
Mayor Smith states we have a motion do we have a second.
Council Member Matt Robinson **SECONDED** the motion.
Mayor Smith asks the Council Members if they have any questions.
Being none.
Mayor Smith asks for a roll call vote.
- | | |
|------------------------------------|-----|
| Councilman Mike Day | Yes |
| Councilman Matt Robinson | Yes |
| Councilman Craig B. Tischner | Yes |
| Councilwoman Coralee Wessman-Moser | Yes |
| Chair / Mayor Clint Smith | Yes |
- This motion carried.

- 9:16:16 PM .2 Discussions and consideration of **Resolution No. 13.37** “A resolution appointing Alice Winberg as Herriman City Treasurer.”- *Shauna DeKorver, Finance* –
Mayor Smith asks the council if they have any questions for
Mayor Smith solicits for a motion to approve this Ordinance or Resolution.
Council Member Matt Robinson **MOVED** to approve resolution no. 13.37 a resolution appointing Alice Winberg as the City Treasurer.
Mayor Smith states we have a motion do we have a second.
Council Member Coralee Wessman-Moser **SECONDED** the motion.
Mayor Smith asks the Council Members if they have any questions.
Being none.
Mayor Smith asks for a roll call vote.
- | | |
|------------------------------------|-----|
| Councilman Mike Day | Yes |
| Councilman Matt Robinson | Yes |
| Councilman Craig B. Tischner | Yes |
| Councilwoman Coralee Wessman-Moser | Yes |
| Chair / Mayor Clint Smith | Yes |
- This motion carried.

8. UPCOMING EVENTS IN THE CITY:

September:

24th Senior Social Fire Station 123 at 12:00pm

19th-21st & 23rd Children's Theatre Production "Forever Disney" W & M Butterfield Park at 7:30pm
October:

1st Meet the Candidates Night, Copper Mountain Middle School at 7:00pm

12th Pumpkin Festival W & M Butterfield Park at 5:00pm

9. FUTURE MEETINGS:

Next Regular Planning Commission Meeting:
Next Regular City Council Meeting:

Thursday, September 19th @ 7:00pm
Thursday, September 26th @ 7:30pm

10. ADJOURNMENT:

Mayor Smith remarks, "if there is no additional business to come before the Herriman City Council tonight", I ask for a motion to adjourn.

Council Member Mike Day **MOVED** to adjourn this meeting at [9:24:38 PM](#)

Council Member Coralee Wessman-Moser **SECONDED** the motion.

All City Council Members voted in support of this motion.

Motion carried.

11. RECOMMENCE TO WORK MEETING:

Economic Development Incentive - ~~Heather Upshaw, Planner~~ Tony DiConza

Planning Updates - Bryn McCarty, Planner

Deer Issue - Stacey Lujan

Entrance Sign Presentation - Brett geo. Wood, City Manager

~~Trail Rules - Wade Sharp, Parks Manager~~

Anthem Development Agreements - Gordon Haight, Asst. City Manager

Human Resources Presentation, Employee Satisfaction Survey - Cheeryl Jeppson, Human Resources Director

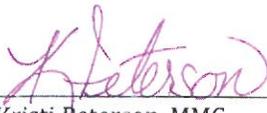
Council's Top Five Update - Brett geo Wood, City Manager

Adjourned this meeting at [12:02:44 AM](#)

12. SOCIAL GATHERING: (Social)

Will take place at Copper Rim Café (formerly Frogurt) 5502 W. 13400 S. Herriman, Utah

I, Kristi Peterson, do hereby certify that I am the duly appointed, qualified, and acting City Recorder for Herriman City, of Salt Lake County, State of Utah. I do hereby certify that the foregoing minutes represent a true and accurate, and complete record of this meeting held on this date of Wednesday, November 13, 2013



Kristi Peterson, MMC
Herriman City Recorder

Exhibit "A"

Herriman City Public Hearing Notice

NOTICE IS HEREBY GIVEN that the Herriman City Council will hold a Public Hearing on Thursday, September 26, 2013 at 7:30 pm at the Herriman Community Center, City Council Chambers located at 13011 South Pioneer Street (6000 West) Herriman, Utah. The purpose of the hearing is to consider amendments to the current year's budget for the period of July 1, 2013 through June 30, 2014. All interested persons shall be given the opportunity to be heard. In accordance with the Americans with Disabilities Act, Herriman City will make reasonable accommodations to participate in this meeting. Requests for assistance can be made by calling (801) 446-5323, at least 48 hours in advance of the meeting to be attended.

Ordered for notice by the finance department on this 17th day of August 2013

/s/Kristi Peterson, MMC

Herriman City Recorder

Budget Amendments – Fiscal Year Ending June 30, 2013

General Fund Amendments:

1. \$260,000 Slurry seal of neighborhood roads – spring of 2014
2. \$ 6,000 Update to economic strategic plan
3. \$120,000 Engineering design for Gina Road and McCuiston Ave

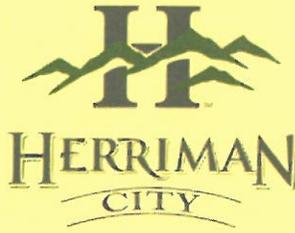
Impact Fee Amendments:

1. \$110,000 Traffic signals at Mirabella & Rosecrest Road – Total cost of signal is \$150,000, \$40,000 for bases was approved 9/12/13. \$110,000 to be funded from Road Impact Fees still awaiting approval.
2. \$110,000 Shoshone Estates landscaping of detention pond from Park Impact Fees
3. \$ 50,000 Firebreak trail from Park Impact Fees
4. \$250,000 Entry park from Park Impact Fees

Other Fund Amendments:

1. \$625,000 Corridor Preservation revenue
2. \$625,000 Reimbursement from Corridor Preservation funds for Juniper Crest Road

This document along with the digital recording constitute the official minutes for the Herriman City Council Meeting held on Thursday, September 12, 2013.



Meeting Date:
Thursday, November 14, 2013

Item #: 4.1

Item Description Paper

Presenter/Submitted By: <p style="text-align: center;">Shauna DeKorver</p>	List Under: Awards, Acknowledgement, Presentation, Reports, Introductions, Continued Business, Consent Agenda, Updates, Public Hearing, Financial Matters, Planning Matters, Discussions/Action Matters, Closed Session (a) (b) (c) (d), Work Meeting,
Title of the Agenda Item: A resolution of the Herriman City Council approving the form of the equipment lease agreement with Zion's First National Bank, Salt Lake City, Utah. Finding that it is in the best interest of the Herriman City, Utah to enter into said agreement, and authorizing the execution and delivery thereof.	Ordinance / Resolution (please circle or highlight one)
Approved By Director: Date:	Is ALL the Supporting Material Included? YES or NO
Background:	
Recommendation:	
Recommended Motion: <p>"I move the City Council adopts ordinance No. 13.43, a resolution approving the purchase agreement with Zion's First National Bank, Salt Lake City, Utah, for four new vehicles outlined by staff. For the record, please note that these four vehicles were already budgeted by the Operations Director in this current year's budget"</p>	



Meeting Date:
Thursday, November 14, 2013

Item #: 4.1

Item Description Paper

Presenter/Submitted By: Shauna DeKorver	List Under: Awards, Acknowledgement, Presentation, Reports, Introductions, Continued Business, Consent Agenda, Updates, Public Hearing, Financial Matters, Planning Matters, Discussions/Action Matters, Closed Session (a) (b) (c) (d), Work Meeting.
Title of the Agenda Item: A resolution of the Herriman City Council approving the form of the equipment lease agreement with Zion's First National Bank, Salt Lake City, Utah. Finding that it is in the best interest of the Herriman City, Utah to enter into said agreement, and authorizing the execution and delivery thereof.	Ordinance / Resolution (please circle or highlight one)
Approved By Director: Date:	Is ALL the Supporting Material Included? YES or NO
Background: Included in the June 30, 2014 budget was allocations for four new vehicle purchases. <ol style="list-style-type: none"> 1. A F-350 pickup for the streets department. This will replace a pickup – we will surplus pickup 2. A utility van for the facilities department. For the new electrician recently hired. 3. A utility van for the facilities department. This will replace a pickup – we will surplus pickup 4. A new 10-wheeler for the water department. It will be used for water department needs and will be equipped with snow plow accessories. <p>We requested quotes from Ford Credit and Zions Public Finance. Because Zions has the capability of a tax exempt lease, we are able to get an interest rate of approximately 2% less than we get from Ford Credit. We are also able to get all four vehicles included in one lease instead of several.</p>	
Recommendation: Approval from Shauna and Monte	
Recommended Motion: “I move the City Council adopts ordinances No. 13.43, a resolution approving the purchase agreement with Zion’s First National Bank, Salt Lake City, Utah, for four new vehicles outlined by staff. For the record, please note that these four vehicles were already budgeted by the Operations Director in this current year’s budget”	

HERRIMAN CITY
RESOLUTION NO. 13.43

A RESOLUTION OF HERRIMAN CITY COUNCIL APPROVING THE FORM OF THE EQUIPMENT LEASE AGREEMENT WITH ZIONS FIRST NATIONAL BANK, SALT LAKE CITY, UTAH. FINDING THAT IT IS IN THE BEST INTEREST OF THE HERRIMAN CITY, UTAH TO ENTER INTO SAID AGREEMENT, AND AUTHORIZING THE EXECUTION AND DELIVERY THEREOF

WHEREAS, the Herriman City Council (the “*Council*”) met in regular session on November 14, 2013, to consider, among other things, approving a proposed fee increase for the Wasatch Front Waste and Recycling District, to be effect January 1, 2014, and January 1, 2015; and

WHEREAS, the Herriman City Council (the “*Governing Body*”) has determined that a very real need exists for the leasing of the equipment described in the Equipment Lease Agreement presented in this meeting; and

WHEREAS, the Governing Body has reviewed the form of the Equipment Lease Agreement and has found the terms and conditions thereof acceptable to Herriman City, Utah; and

WHEREAS, the Governing Body has taken the necessary steps including any legal bidding requirements, under applicable law to arrange for the leasing of such equipment under the Equipment Lease Agreement.

Be it resolved by the Governing Body of Herriman City, Utah as follows:

Section 1. The terms of said Equipment Lease Agreement are in the best interest of Herriman City, Utah for the leasing of the equipment described therein.

Section 2. The Mayor and City Recorder are hereby authorized to execute and deliver the Equipment Lease Agreement and any related documents necessary to the consummation of the transaction contemplated by the Equipment Lease Agreement for and on behalf of Herriman City, Utah.

Section 3. The officers of the Governing Body and Herriman City, Utah are hereby authorized and directed to fulfill all obligations under the terms of the Equipment Lease Agreement.

NOW THEREFORE, BE IT RESOLVED, that the Council approves the proposed Equipment Lease Agreement with Zion’s First National Bank, Salt Lake City, Utah on this dates proposed herein.

PASSED AND APPROVED by the Council this 14th day of November 2013.

HERRIMAN CITY COUNCIL

Clint Smith, Mayor

VOTING:

Clint Smith	Yea	_____	Nay	_____
Mike Day	Yea	_____	Nay	_____
Matt Robinson	Yea	_____	Nay	_____
Craig B. Tischner	Yea	_____	Nay	_____
Coralee Wessman-Moser	Yea	_____	Nay	_____

PRESENTED to the Mayor Smith of Herriman City for approval this 14th day of November 2013.

APPROVED this 14th day of November 2013.

Clint Smith, Chairman

ATTEST:

Kristi Peterson, MMC
City Recorder

DEPOSITED in the office of the City Recorder this 14th day of November 2013.

RECORDED this 14th day of November 2013.

Certificate of Passage

STATE OF UTAH)
)SS
COUNTY OF SALT LAKE)

I, Kristi Peterson, the duly appointed, qualified and acting City Recorder for Herriman City, State of Utah, certify that the attached

RESOLUTION NO. 13.43

A RESOLUTION OF HERRIMAN CITY COUNCIL APPROVING THE FORM OF THEEQUIPMENT LEASE AGREEMENT WITH ZIONS FIRST NATIONAL BANK, SALT LAKE CITY, UTAH. FINDING THAT IT IS IN THE BEST INTEREST OF THE HERRIMAN CITY, UTAH TO ENTER INTO SAID AGREEMENT, AND AUTHORIZING THE EXECUTION AND DELIVERY THEREOF

was adopted by the Herriman City Council at a meeting duly called and held in Herriman, Utah on the 14th day of November 2013 at 7:30pm.

I certify that after its passage I caused the Resolution to be filed in office of the City Recorder.



Kristi Peterson, MMC
Herriman City Recorder

LEASE PURCHASE AGREEMENT

This equipment lease (the "Lease") dated as of November 21, 2013, by and between Zions First National Bank, One South Main Street, Salt Lake City, Utah 84111 ("Lessor"), and Herriman City, Utah ("Lessee") a body corporate and politic existing under the laws of the State of Utah. This Lease includes all Exhibits hereto, which are hereby specifically incorporated herein by reference and made a part hereof.

Now therefore, for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

ARTICLE I

Lease Of Equipment

Section 1.1 *Agreement to Lease*. Lessor hereby demises, leases, and lets to Lessee and Lessee rents, leases and hires from Lessor, the "Equipment" (as hereinafter defined), to have and to hold for the term of this Lease; provided, however, that the obligation of Lessor to lease any item of the Equipment and to make payment to the Vendor therefor is subject to the condition precedent that Lessee shall provide the following at its cost, in form and substance satisfactory to Lessor:

- (i) Evidence satisfactory to Lessor as to due compliance with the insurance provisions of Section 10.2 hereof;
- (ii) Invoice of the Vendor of such item of Equipment; and
- (iii) Delivery And Acceptance Certificate in the form attached hereto as Exhibit "E" executed by Lessee acknowledging delivery to and acceptance by Lessee of such item of Equipment.

Section 1.2 *Title*. During the term of this Lease, title to the Equipment will be transferred to, and held in the name of, Lessee, subject to retransfer to Lessor as provided in Section 3.4. Upon termination of this Lease as provided in Sections 3.3 (a) or 3.3 (c), title to the Equipment will transfer automatically to Lessor without the need for any further action on the part of Lessor, Lessee, or any other person, provided that if any action is so required, Lessee by this Lease appoints Lessor its irrevocable attorney in fact to take any action to so transfer title to the Equipment to Lessor. Lessor at all times will have access to the Equipment for the purpose of inspection, alteration, and repair.

Section 1.3 *Security*. To secure the payment of all of Lessee's obligations to Lessor under this Lease, Lessee grants to Lessor a security interest in the Equipment and in all additions, attachments, accessions, and substitutions to or for the Equipment. The security interest granted herein includes proceeds. Lessee agrees to execute such additional documents, including financing statements, affidavits, notices, and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or advisable to establish and maintain its security interest in the

Equipment. Lessor understands and agrees that the security interest granted in this Section shall be subject and subordinate to presently existing security interests and/or purchase money security interests in miscellaneous equipment which may be installed in accordance with the provisions of Section 9.3.

ARTICLE II

Definitions

The terms defined in this Article II shall, for purposes of this Lease, have the meaning herein specified unless the context clearly otherwise requires:

“*Business Day*” shall mean any day except Saturday, Sunday and legal holidays on which banks in the State of Utah are closed.

“*Code*” means the Internal Revenue Code of 1986, as amended.

“*Commencement Date*” shall mean the date when the term of this Lease begins and Lessee’s obligation to pay rent accrues, as set forth in Section 3.1.

“*Equipment*” shall mean the property which Lessor is leasing to Lessee referred to in Section 1.1 and more fully described in Exhibit “A.”

“*Lessee*” shall mean Herriman City, Utah.

“*Lessor*” shall mean Zions First National Bank, Salt Lake City, Utah, its successors and assigns.

“*Option Purchase Price*” shall mean the amount which Lessee must pay Lessor to purchase the Equipment, as determined by Article V.

“*Original Term*” shall mean the period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date, as set forth in Section 3.2.

“*Principal Outstanding*” means the remaining unpaid principal outstanding under this Lease as specified on Exhibit “C” attached hereto.

“*Renewal Terms*” shall mean all of the additional periods of one year (coextensive with Lessee’s fiscal year) for which this Lease shall be effective in the absence of a termination of the Lease as provided in Article III.

“*Rental Payment Date*” means the dates upon which Rental Payments are to be made by the Lessee to the Lessor hereunder as specified on Exhibit “C” attached hereto.

“*Rental Payments*” means the rental payments payable by Lessee pursuant to the provisions of this Lease during the Term hereof.

“*Substantial Impairment*” shall mean any impairment that shall impair the value of the Equipment by more than \$1,000.

“*Term*” or “*Term of this Lease*” shall mean the Original Term and all Renewal Terms provided for in this Lease under Section 3.2.

“*Vendor*” shall mean the manufacturer of the Equipment and the manufacturer’s agent or dealer from whom Lessor purchased or is purchasing the Equipment.

ARTICLE III

Lease Term

Section 3.1 *Commencement*. The Term of this Lease shall commence as of:

_____ the date this Lease is executed.

_____ days after the receipt, installation, and operation of the Equipment, and its acceptance by Lessee, as indicated by an acceptance certificate signed by Lessee.

_____ the date the Vendor receives full payment for the Equipment from Lessor.

 X November 21, 2013.

Such date will be referred to as the Commencement Date.

Section 3.2 *Duration of Lease: Nonappropriation*. This Lease will continue until the end of the fiscal year of Lessee in effect at the Commencement Date (the “Original Term”). Thereafter, this Lease will be automatically extended for five (5) successive additional periods of one year coextensive with Lessee’s fiscal year (each, a “Renewal Term”), unless this Lease is terminated as hereinafter provided.

The parties understand that as long as Lessee has sufficient appropriated funds to make the Rental Payments hereunder, Lessee will keep this Lease in effect through all Renewal Terms and make all payments required herein or Lessee will exercise its option under Article V to purchase the Equipment. Lessee hereby declares that, as of the date of the execution of this Lease, Lessee currently has an essential need for the Leased Equipment which is the subject of this Lease to carry out and give effect to the public purposes of Lessee. Lessee reasonably believes that it will have a need for the Equipment for the duration of the Original Term and all Renewal Terms. If Lessee does not appropriate funds to continue the leasing of the Equipment for any ensuing Renewal Term, this Lease will terminate upon the expiration of the Original or Renewal Term then in effect and Lessee shall notify Lessor of such termination at least ten (10) days prior to the expiration of the Original or Renewal Term then in effect; provided, however, that a failure to give such written notice shall not constitute an event of default, result in any liability on the part of the Lessee or otherwise affect the termination of this Lease as set forth hereinabove.

Section 3.3 *Termination*. This Lease will terminate upon the earliest of any of the following events:

- (a) the expiration of the Original Term or any Renewal Term of this Lease and the failure of Lessee to appropriate funds to continue the leasing of the Equipment for the ensuing Renewal Term;
- (b) the exercise by Lessee of any option to purchase granted in this Lease by which Lessee purchases all of the Equipment;
- (c) a default by Lessee and Lessor's election to terminate this Lease under Article VII herein; or
- (d) the expiration of the Term of this Lease.

Section 3.4 *Return of Equipment Upon Termination*. Upon termination of this Lease pursuant to Sections 3.3 (a) or 3.3 (c), Lessee shall return the Equipment to Lessor in the condition, repair, appearance and working order required in Section 9.2 hereof in the following manner as may be specified by Lessor:

- (a) By delivering the Equipment to Lessor at Lessee's principal place of business; or
- (b) By loading the Equipment at Lessee's cost and expense, on board such carrier as Lessor shall specify and shipping the same, freight prepaid, to the destination designated by Lessor. Notwithstanding the foregoing, any destination designated by lessor shall be located within the State of Utah

Lessee shall obtain all governmental authorizations to permit return of the Equipment to Lessor and Lessee shall pay to Lessor such sum as may be necessary to cover replacement of all broken or missing parts.

ARTICLE IV

Rental Payments

Section 4.1 *Amount*. Lessee will pay Lessor as rent for the use of the Equipment during the Original Term and any Renewal Terms on the dates and in the amounts set forth in Exhibit "C" attached hereto. All Rental Payments shall be paid, exclusively from legally available funds, in lawful money of the United States of America to Lessor at or to such other person or entity or at such other place as Lessor may from time to time designate by written notice to Lessee.

Section 4.2 *Portion of Rental Payments Attributable to Interest*. The portion of each Rental Payment which is paid as and is representative of interest is set forth in Exhibit "C" attached hereto.

Section 4.3 *No Right to Withhold*. Notwithstanding any dispute between Lessee, Lessor, Vendor or any other party, Lessee will make all Rental Payments when due, without withholding

any portion of such rent, pending final resolution of such dispute by mutual agreement between the parties thereto or by a court of competent jurisdiction.

Section 4.4 *Rental Payments to Constitute a Current Obligation of the Lessee.* The Lessee and the Lessor acknowledge and agree that the obligation of the Lessee to pay Rental Payments hereunder constitutes a current obligation of the Lessee payable exclusively from current and legally available funds and shall not in any way be construed to be an indebtedness of the Lessee within the meaning of any provision of Sections 10-8-6 or 11-1-1 through 11-1-2, Utah Code Annotated 1953, as amended, or Section 3, 4, or 5 of Article XIV of the Utah Constitution, or any other constitutional or statutory limitation or requirement applicable to the Lessee concerning the creation of indebtedness. The Lessee has not hereby pledged the credit of the Lessee to the payment of the Rental Payments, or the interest thereon, nor shall this Lease obligate the Lessee to apply money of the Lessee to the payment of Rental Payments beyond the then current Original Term or Renewal Term, as the case may be, or any interest thereon.

ARTICLE V

Purchase Of Equipment

Section 5.1 *Option Purchase Price.* On any Business Day on or after November 21, 2013, Lessee may purchase the Equipment from Lessor at a price equal to the principal amount outstanding on the Rental Payment Date immediately preceding the date of calculation (unless such date is a Rental Payment Date, in which case, the principal amount outstanding as of such date), plus accrued interest from such Rental Payment Date to such date of calculation at the rate of interest per annum in effect for the period during which the calculation is made, as set forth in Exhibit "C."

Section 5.2 *Manner of Exercise of Option.* To exercise the option, Lessee must deliver to Lessor written notice specifying the date on which the Equipment is to be purchased (the "Closing Date"), which notice must be delivered to Lessor at least ten (10) days prior to the Closing Date specified therein. At the closing, Lessor will deliver to Lessee a lien release transferring title to the Equipment to Lessee free and clear of any lien or encumbrance created by or arising through Lessor, but without warranties, and will deliver all warranties and guarantees of Vendors of the Equipment.

Section 5.3 *Conditions of Exercise of Option.* Lessee may purchase the Equipment pursuant to the option granted by this Lease only if Lessee has made all Rent Payments when due (or has remedied any defaults in the payment of rent, in accordance with the provisions of this Lease) and if all other representations, covenants, warranties, and obligations of Lessee under this Lease have been satisfied (or all breaches of the same have been waived by Lessor in writing).

Section 5.4 *Termination Purchase.* Upon the expiration of the Term of the Lease and provided that the conditions of Section 5.3 have been satisfied, Lessee shall be deemed to have purchased the Equipment (without the payment of additional sums) and shall be vested with all rights and title to the Equipment. Lessor agrees that upon the occurrence of the events as provided in this Section, it shall deliver to Lessee the documents specified in Section 5.2, and

shall comply with the provisions of Section 5.2 relating to termination upon exercise of the option to purchase.

ARTICLE VI

Representations, Covenants, And Warranties Of Lessee And Lessor

Section 6.1 *Representations, Covenants and Warranties of Lessee*. Lessee represents, covenants, and warrants as follows:

- (a) Lessee is a body corporate and politic, duly organized and existing under the Constitution and laws of the State of Utah.
- (b) Lessee is authorized by the Constitution and laws of the State of Utah to enter into this Lease and to effect all of Lessee's obligations hereunder. The governing body of Lessee has executed the resolution attached as Exhibit "B" to this Lease which specifically authorizes Lessee to execute and deliver this Lease.
- (c) All procedures and requirements, including any legal bidding requirements, have been met by Lessee prior to the execution of this Lease in order to insure the enforceability of this Lease and all rent and other payment obligations will be paid out of funds legally available for such purpose.
- (d) The governing body of Lessee has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which Lessee's execution of this Lease was authorized, as evidenced by the certificate of open meeting law attached to the Resolution of Governing Body which is attached hereto as Exhibit "B."
- (e) The letter attached to this Lease as Exhibit "D" is a true opinion of Lessee's counsel.
- (f) Lessee will use and service the Equipment in accordance with Vendor's instructions and in such a manner as to preserve all warranties and guarantees with respect to the Equipment.
- (g) During the term of this Lease, the Equipment will be used by Lessee only for the purpose of performing one or more governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority.
- (h) The representations, covenants, warranties, and obligations set forth in this Article are in addition to and are not intended to limit any other representations, covenants, warranties, and obligations set forth in this Lease.
- (i) The Equipment shall be used solely by Lessee and shall not be subject to any direct or indirect private business use.

- (j) Lessee covenants and certifies to and for the benefit of Lessor throughout the term of this Lease that:
- (1) No use will be made of the proceeds of this Lease, or any funds or accounts of Lessee which may be deemed to be proceeds of this Lease, which use, if it had been reasonably expected on the date of execution of this Lease, would have caused this Lease to be classified as an “arbitrage bond” within the meaning of Section 148 of the Code;
 - (2) Lessee will at all times comply with the rebate requirements of Section 148(f), to the extent applicable;
 - (3) in order to preserve the status of this Lease as other than a “private activity bond” as described in Sections 103(b)(1) and 141 of the Code, as long as this Lease is outstanding: (I) none of the proceeds of this Lease or the Equipment financed therewith shall be used for any “private business use” as that term is used in Section 141(b) of the Code and defined in Section 141(b)(6) of the Code; and (II) no part of this Lease shall be secured in whole or in part, directly or indirectly, by any interest in any equipment used in any such “private business use” or by payments in respect of such equipment, and shall not be derived from payments in respect of such equipment;
 - (4) it will not take any action or omit to take any action such that would cause interest on this Lease to become ineligible for the exclusion from gross income of Lessor as provided in Section 103 of the Code.
- (k) The obligations of Lessee under this lease are not federally guaranteed within the meaning of Section 149(b) of the Code.
- (l) This Lease is being executed for the purpose of acquiring the Equipment and is not being issued to refund or refinance any outstanding obligation of Lessee, nor to reimburse Lessee for any expenditures made prior to sixty (60) before the date the Governing Body (as defined in the Resolution of the Governing Body attached hereto) of the Lessee adopted the Resolution of the Governing Body attached hereto.
- (m) In compliance with Section 149 (e) of the Code relating to information reporting, Lessee has caused or will cause to be filed with the Internal Revenue Service, IRS form 8038–G or 8038–GC, as appropriate.
- (n) Lessee has selected the Equipment and desires to lease the Equipment for use in the performance of its governmental or proprietary functions. Lessor, at Lessee’s request, has ordered or shall order the Equipment and shall lease the same to Lessee as herein provided, Lessor’s only role being the facilitation of the financing of the Equipment for the Lessee. Lessor will not be liable for specific performance or for damages if the supplier or manufacturer of the Equipment for any reason fails to fill, or delays in filling, the order for the Equipment. Lessee acknowledges that Lessor is not a manufacturer of or a dealer in the Equipment (or similar equipment) and does not inspect the Equipment prior to delivery to Lessee. Lessee agrees to accept the

Equipment and authorizes Lessor to add the serial number of the Equipment to Exhibit "A." Lessor shall have no obligation to install, erect, test, inspect, or service the Equipment. *For purpose of this Lease and of any purchase of the Equipment effected under this Lease, Lessor expressly disclaims any warranty with respect to the condition, quality, durability, suitability, merchantability or fitness for a particular purpose of the Equipment in any respect, and any other representation, warranty, or covenant, express or implied. Lessor will not be liable to Lessee for any liability, loss, or damage caused or alleged to be caused, directly or indirectly, by any inadequacy, deficiency, or defect in the equipment, or by any use of the equipment, whatsoever.* Lessor assigns to Lessee, without recourse, for the Term of this Lease all manufacturer warranties and guarantees, express or implied, pertinent to the Equipment, and Lessor directs Lessee to obtain the customary services furnished in connection with such guarantees and warranties at Lessee's expense, subject to Lessee's obligation to reassign to Lessor all such warranties and guarantees upon Lessor's repossession of the Equipment.

- (o) During the term of this Lease, Lessee covenants and agrees (1) to include in its annual tentative budget prepared by the appropriate officials acting on behalf of Lessee in accordance with applicable law an item for expenditure of an amount necessary to pay the Rental Payments for the Equipment during the next succeeding Renewal Term, and (2) to take such further action (or cause the same to be taken) as may be necessary or desirable to assure that the final budget submitted to the governing body of Lessee for its consideration seeks an appropriation of moneys sufficient to pay such Rental Payments.
- (p) There are no legal or governmental proceedings or litigation pending or, to the best knowledge of Lessee, threatened or contemplated (or any basis therefore) wherein an unfavorable decision, ruling or finding might adversely affect the transactions contemplated in or the validity of this Lease
- (q) Lessee has never non-appropriated or defaulted under any of its payment or performance covenants, either under any municipal lease of the same general nature as this Lease or under any of its bonds, notes or other debt obligations for which its general credit or revenues are pledged.

Section 6.2 *Representations, Covenants and Warranties of Lessor.* Lessor represents, covenants, and warrants as follows:

- (a) During the term of this Lease, Lessor will provide Lessee with quiet use and enjoyment of the Equipment, without suit, trouble, or hindrance from Lessor, except upon default by Lessee as set forth in this Lease.
- (b) Lessor has not caused to be created any lien or encumbrance on the Equipment except the security interest provided in Section 1.3 of this Lease.

ARTICLE VII

Events Of Default And Remedies

Section 7.1 *Events of Default Defined*. The following shall be “events of default” under this Lease and the terms, “event of default” and “default” shall mean, whenever they are used in this Lease, any one or more of the following events:

- (a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein; and
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Section 7.1 (a), for a period of 30 days after written notice, specifying such failure and requesting that it be remedied as given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.

The foregoing provisions of this Section 7.1 are subject to (i) the provisions of Section 3.2 hereof with respect to nonappropriation; and (ii) if by reason of *force majeure* Lessee is unable in whole or in part to carry out its agreement on its part herein contained, other than the obligations on the part of Lessee contained in Article IV hereof, Lessee shall not be deemed in default during the continuance of such inability. The term “*force majeure*” as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the state wherein Lessee is located or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms, droughts; floods; explosions; breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessee.

Section 7.2 *Remedies on Default*. Whenever any event of default referred to in Section 7.1 hereof shall have happened and be continuing, Lessor shall have the right, at its sole option without any further demand or notice to take one or any combination of the following remedial steps:

- (a) With or without terminating this Lease, retake possession of the Equipment and sell, lease or sublease the Equipment for the account of Lessee, holding Lessee liable for the difference between (i) the rents and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term, as appropriate, and (ii) the purchase price, rent or other amounts paid by a purchaser, lessee or sublessee of the Equipment pursuant to such sale, lease or sublease; and

- (b) Take whatever action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Equipment.

Section 7.3 *No Remedy Exclusive*. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article VII it shall not be necessary to give any notice, other than such notice as may be required in this Article VII.

Section 7.4 *Waiver of Certain Damages*. With respect to all of the remedies of Section 7.2 above, Lessee expressly waives any damages occasioned by Lessor's repossession of the Equipment.

ARTICLE VIII

Payment Of Taxes, Fees, Permits, And Utility Services

Section 8.1 *Interpretation*. This Lease for all purposes will be treated as a net lease.

Section 8.2 *Taxes and Fees*. Lessee agrees to pay and to indemnify and hold Lessor harmless from, all license, sales, use, personal property, and other taxes and fees, together with any penalties, fines, and interest on such taxes and fees imposed or levied with respect to the Equipment and the ownership, delivery, lease, possession, use, operation, sale, and other disposition of the Equipment, and upon the rental or earnings arising from any such disposition, except any federal or state income taxes payable by Lessor on such rental or earnings. Lessee may in good faith and by appropriate proceedings contest any such taxes and fees so long as such proceedings do not involve any danger of sale, forfeiture, or loss of the Equipment or of any interest in the Equipment.

Section 8.3 *Permits*. Lessee will provide all permits and licenses necessary for the installation, operation, and use of the Equipment. Lessee will comply with all laws, rules, regulations, and ordinances applicable to the installation, use, possession, and operation of the Equipment. If compliance with any law, rule, regulation, ordinance, permit, or license requires changes or additions to be made to the Equipment, such changes or additions will be made by Lessee at its own expense.

Section 8.4 *Utilities*. Lessee will pay all charges for gas, water, steam, electricity, light, heat or power, telephone, or other utilities furnished to or used in connection with the Equipment (including charges for installation of such services) during the term of this Lease. There will be no abatement of rent on account of the interruption of any such services.

ARTICLE IX

Use, Repairs, Alterations, And Liens

Section 9.1 *Use*. Lessee will not install, use, operate, or maintain the Equipment improperly, carelessly, in violation of any applicable law, or in a manner contrary to that contemplated by this Lease. Lessee agrees that the Equipment is and at all times will remain personal property notwithstanding that the Equipment or any part of the Equipment may now or hereafter become affixed in any manner to real property or to any building or permanent structure.

Section 9.2 *Repairs*. Lessee at its own cost will service, repair, and maintain the Equipment so as to keep the Equipment in as good condition, repair, appearance, and working order as when delivered to and accepted by Lessee under this Lease, ordinary wear and tear excepted. At its own cost, Lessee will replace any and all parts and devices which may from time to time become worn out, lost, stolen, destroyed damaged beyond repair, or rendered unfit for use for any reason whatsoever. All such replacement parts, mechanisms, and devices will be free and clear of all liens, encumbrances, and rights of others, and immediately will become a part of the Equipment and will be covered by this Lease (for all purposes including the obligation of Lessee to retransfer title to Lessor under Section 1.2 herein) to the same extent as the Equipment originally covered by this Lease.

Section 9.3 *Alterations*. Lessee may install such miscellaneous equipment as may be necessary for use of the Equipment for its intended purposes so long as either (a) the installation of such equipment does not alter the function or manner of operation of the Equipment, or (b) Lessee, upon termination of this Lease (other than termination pursuant to Section 3.3(b) or (d), restores the Equipment to its function and manner of operation prior to the installation of such equipment. Subject to the obligations described above, Lessee may remove such equipment upon termination of this Lease, if the removal of such equipment will not substantially damage the Equipment. Without the prior written consent of Lessor, Lessee will not make any other alterations, changes, modifications, additions, or improvements to the Equipment except those needed to comply with Lessee's obligations to change, add to, or repair the Equipment as set forth in Sections 9.2 and 10.3 herein. Any alterations, changes, modifications, additions, and improvements made to the Equipment, other than miscellaneous equipment installed as set forth above, immediately will become a part of the Equipment and will be covered by this Lease (for all purposes, including the obligation of Lessee to retransfer title to Lessor under Section 1.2 herein) to the same extent as the Equipment originally covered by this Lease.

Section 9.4 *Liens*. Except with respect to the security interest provided in Section 1.3 hereof, Lessee will not directly or indirectly create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, encumbrance, or claim on or with respect to the Equipment or any interest in the Equipment. Lessee promptly and at its own expense will take such action as may be necessary to duly discharge any mortgage, pledge, lien, charge, encumbrance, or claim, not excepted above, if the same arises at any time.

ARTICLE X

Indemnification, Insurance, And Damage To Or Destruction Of The Equipment

Section 10.1 *Indemnification*. Lessee assumes liability for and agrees to indemnify Lessor from and against any and all liability (including attorney's fees) of any nature imposed upon, incurred by, or asserted against Lessor which in any way relates to or arises out of ownership, delivery, lease, possession, use, operation, condition, sale, or other disposition of the Equipment. Notwithstanding anything contained in this Section to the contrary, Lessor shall not be indemnified for, or relieved of, any liability which may be incurred from Lessor's breach of this Lease.

Section 10.2 *Insurance*. Lessee at Lessor's option will either self insure, or at its cost, will cause casualty insurance, public liability insurance, and property damage insurance to be carried and maintained on the Equipment, with all such coverages to be in such amounts sufficient to cover the value of the Equipment at the commencement of this Lease (as determined by the purchase price paid by Lessor for the Equipment), and to be in such forms, to cover such risks, and with such insurers, as are acceptable to Lessor. A combination of self-insurance and policies of insurance may be utilized. If policies of insurance are obtained, Lessee will cause Lessor to be the named insured on such policies as its interest under this Lease may appear. Insurance proceeds from insurance policies or budgeted amounts from self-insurance as relating to casualty and property damage losses will, to the extent permitted by law, be payable to Lessor to the extent of the sum of the Option Purchase Price of the Equipment at the time of its damage or destruction and all amounts due and owing hereunder. Lessee will deliver to Lessor the policies or evidences of insurance satisfactory to Lessor, before the Equipment is delivered to Lessee. Renewal policies will be delivered to Lessor at least thirty (30) days before termination of the policies being renewed. By endorsement upon the policy or by independent instrument furnished to Lessor, such insurer will agree that it will give Lessor at least thirty (30) days' written notice prior to cancellation or alteration of the policy. Lessee will carry workmen's compensation insurance covering all employees working on, in, or about the Equipment, and will require any other person or entity working on, in, or about the Equipment to carry such coverage, and will furnish to Lessor certificates evidencing such coverages throughout the Term of this Lease.

Section 10.3 *Damage to or Destruction of the Equipment*. If all or any part of the Equipment is lost, stolen, destroyed, or damaged, and if such damage results in a Substantial Impairment of the value of the Equipment, Lessee will give Lessor prompt notice of such event and will, to the extent permitted by law, repair or replace the same at Lessee's cost within thirty (30) days after such event, and any replaced Equipment will be substituted in this Lease by appropriate endorsement. All insurance proceeds received by Lessor under the policies required under Section 10.2 with respect to the Equipment lost, stolen, destroyed, or damaged, will be paid to Lessee if the Equipment is repaired or replaced by Lessee as required by this Section. If Lessee fails or refuses to make the required repairs or replacement, such proceeds will be paid to Lessor to the extent of the then remaining portion of the Rental Payments to become due during the Term of this Lease less that portion of such Rental Payments attributable to interest which will not then have accrued. No loss, theft, destruction, or damage to the Equipment will impose any obligation on Lessor under this Lease, and this Lease will continue in full force and effect

regardless of such loss, theft, destruction, or damage. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss, theft, destruction, or damage to the Equipment and for injuries or deaths of persons and damage to property however arising, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such damage to property be to Lessee's property or to the property of others.

ARTICLE XI

Miscellaneous

Section 11.1 *Assignment and Sublease by Lessee*. Lessee may not assign, transfer, pledge, or encumber this Lease or any portion of the Equipment (or any interest in this Lease or the Equipment), or sublet the Equipment, without the prior written consent of Lessor. Consent to any of the foregoing acts shall not constitute a consent to any subsequent like act by Lessee or any other person. Lessee agrees that Lessor may impose on the Equipment such plates or other means of identification as necessary to indicate that the Equipment is subject to this Lease and the restrictions set forth in this Section.

Section 11.2 *Assignment by Lessor*. The parties hereto agree that all rights of Lessor hereunder may be assigned, transferred or otherwise disposed of, either in whole or in part; provided that (1) notice of any such assignment, transfer or other disposition is given to Lessee at least five (5) days prior thereto; (2) prior to any such assignment, transfer or other disposition, the name and address of the assignee or transferee must be registered on registration books maintained by Lessee for this Lease; and (3) prior to any such assignment, transfer or other disposition, this Lease must be surrendered to Lessee and the interest of any such assignee or transferee indicated on the face hereof and after such notation hereon, Lessee will redeliver this Lease to the new owner or owners hereof. Lessee shall maintain registration books for this Lease and shall be obligated to make the payments required hereby, including principal and interest payments, solely to the registered owner or owners hereof.

Section 11.3 *Lessor's Right to Perform for Lessee*. If Lessee fails to make any payment or fails to satisfy any representation, covenant, warranty, or obligation contained herein or imposed hereby, Lessor may (but need not) make such payment or satisfy such representation, covenant, warranty, or obligation, and the amount of such payment and any expenses incurred by Lessor, as the case may be, together with interest thereon as herein provided, will be deemed to be additional rent payable by Lessee on Lessor's demand.

Section 11.4 *Addresses*. All notices to be given under this Lease will be made in writing and mailed or delivered by registered or certified mail, return receipt requested to the following addresses until either Lessee or Lessor gives written notice to the other specifying a different address:

- (a) if to Lessee, at Herriman City, Utah, 13011 South Pioneer Street, Herriman, UT 84096. Attention: Shauna DeKorver, with a copy sent to 111 East Broadway, 11th Floor, Salt Lake City, UT 84111. Attention: John Brems.

(b) if to Lessor, at Zions First National Bank, One South Main Street, Salt Lake City, Utah, 84111. Attention: Public Financial Services.

Section 11.5 *Manner of Payment*. All payments by Lessee will be made in cash, by certified or cashier's check, or by other manner acceptable to Lessor.

Section 11.6 *Nonwaiver*. No breach by Lessee in the satisfaction of any representation, covenant, warranty, or obligation contained herein or imposed hereby may be waived except by the written consent of Lessor, and any such waiver will not operate as a waiver of any subsequent breach. Forbearance or indulgence by Lessor in any regard whatsoever shall not constitute a waiver of the covenant or obligation and until complete performance by Lessee of said covenant or obligation Lessor shall be entitled to invoke any remedy available to it under this Lease despite said forbearance or indulgence. No collection of rent shall operate as a waiver of any default.

Section 11.7 *Severance Clause*. Any provision in this Lease which is prohibited by Law will be treated as if it never were a part of this Lease, and the validity of the remaining terms of this Lease will be unaffected.

Section 11.8 *Entire Agreement; Addendum*. This Lease and the attached Exhibits constitute the entire agreement between Lessor and Lessee and supersedes any prior agreement between Lessor and Lessee with respect to the Equipment, except as is set forth in an Addendum, if any, which is made a part of this Lease and which is signed by Lessor and Lessee.

Section 11.9 *Amendments*. This Lease may be amended only by a written document signed by Lessor and Lessee, or their respective successors and assigns.

Section 11.10 *Inurement*. Subject to the restrictions in Section 11.1 above, this Lease is binding upon and inures to the benefit of Lessor and Lessee and their respective successors and assigns.

Section 11.11 *Governing Law*. This Lease is governed by the laws of the State of Utah.

Section 11.12 *Headings*. Headings used in this Lease are for convenience of reference only and the interpretation of this Lease will be governed by the text only.

Section 11.13 *Offset*. Rental Payments or other sums payable by Lessee pursuant to this Lease shall not be subject to set-off, deduction, counterclaim or abatement and Lessee shall not be entitled to any credit against such Rental Payments or other sums for any reason whatsoever, including, but not limited to any damage or destruction of the Equipment or any restriction or interference with Lessee's use of the Equipment.

Section 11.14 *Interest*. If Lessee fails to pay any Rental Payment or other amount due hereunder within ten (10) days after the due date thereof, Lessee shall pay to Lessor interest on such delinquent payment from the due date until paid at the rate of one percent (1%) per month.

Section 11.15 *Nature of this Agreement*. Lessor and Lessee agree that it is their intention that, for federal income tax purposes, the interest of Lessor in the Equipment is as a secured

party and the interest of Lessee is as a debtor with the aggregate principal amount of the Rental Payments constituting the purchase price of the Equipment, and that Lessor neither has nor will have any equity in the Equipment.

Section 11.16 *Set-Up Fee*. As additional consideration for the rights herein granted to Lessee, Lessee agrees to pay Lessor a commencement or set-up fee of Zero (\$.00) on the date this Lease is executed.

Section 11.17 *Designation of Issue for Tax Purposes*. In accordance with Section 265 of the Code, Lessee hereby designates this Lease as an issue qualifying for the exception for certain qualified tax exempt obligations to the rule denying banks and other financial institutions 100% of the deduction for interest expenses which is allocable to tax-exempt interest. Lessee reasonably anticipates that the total amount of tax-exempt obligations [other than (i) private activity bonds, as defined in Section 141 of the Code (a qualified 501 (c)(3) bond, as defined in Section 145 of the Code, and any bond issued to refund certain obligations issued before August 8, 1986 as described in Section 265 (b)(3)(B)(ii)(II) of the Code not being treated as a private activity bond for this purpose), (ii) any obligation to which Section 141 (a) of the Code does not apply by reason of Sections 1312, 1313, 1316 (g) or 1317 of the Tax Reform Act of 1986 and which is described in Section 265 (b)(3)(C)(ii)(II) of the Code, and (iii) any obligation issued to refund (other than to advance refund within the meaning of Section 149 (d)(5) of the Code) any obligation to the extent the amount of the refunding obligation does not exceed the outstanding amount of the refunded obligation] which will be issued by the Lessee and by any aggregated issuer during the current calendar year will not exceed \$10,000,000.

Section 11.18 *Exhibits*. This Lease shall not be effective as against Lessor until such time as all Exhibits attached hereto, consisting of Exhibits "A" through "E," inclusive, are completed to the satisfaction of Lessor and delivered to Lessor.

EXHIBITS

- Exhibit A..... Description Of Equipment
- Exhibit B Resolution Of Governing Body
- Exhibit C Payment Schedule
- Exhibit D..... Opinion Of Lessee’s Counsel
- Exhibit E Delivery and Acceptance Certificate

Executed this ____ day of _____, 20 ____.

Lessor:

Zions First National Bank

By _____
Johnathan Ward, Vice President

[SEAL] ↑

Attest:

By _____

Title _____

Lessee:

Herriman City, Utah

By _____
Clint Smith, Mayor

[SEAL] ↑

Attest:

By _____
Kristi Peterson, Recorder

EXHIBIT A
Description Of Equipment

Quantity	Description/Serial Numbers
4	1) Ford Truck F-350 S-DTY Crew Cab Vin: 1FD8W3B51EEA68138 2) Ford Vans 1) 10 Wheeler Truck with Bed & Plow

Initials of Lessee Signatory

EXHIBIT B
Resolution Of Governing Body
Extract Of Minutes

November 14, 2013

Herriman City, Utah

The City Council (the "Governing Body") of Herriman City, Utah met in regular session at its regular meeting place in Herriman City, Utah on November 14, 2013, with the following members of the Governing Body present:

Clint Smith.....	Mayor
Mike Day	Council Member
Craig Tischner.....	Council Member
Coralee Moser.....	Council Member
Matt Robinson.....	Council Member

Also present:

Kristi Peterson.....	Recorder
----------------------	----------

Absent:

After the meeting had been duly called to order and the minutes of the preceding meeting read and approved, the following resolution was introduced in written form, discussed, and pursuant to motion duly made by Council Member _____ and seconded by Council Member _____ was adopted by the following vote:

YEA:

NAY:

The resolution was then signed by the _____ and recorded by the _____ . The resolution is as follows:

A resolution approving the form of the Equipment Lease Agreement with Zions First National Bank, Salt Lake City, Utah. Finding that it is in the best interests of Herriman City, Utah to enter into said Agreement, and authorizing the execution and delivery thereof.

Whereas, the City Council (the "Governing Body") has determined that a true and very real need exists for the leasing of the equipment described in the Equipment Lease Agreement presented to this meeting; and

Whereas, the Governing Body has reviewed the form of the Equipment Lease Agreement and has found the terms and conditions thereof acceptable to Herriman City, Utah; and

Whereas, the Governing Body has taken the necessary steps including any legal bidding requirements, under applicable law to arrange for the leasing of such equipment under the Equipment Lease Agreement.

Be it resolved by the Governing Body of Herriman City, Utah as follows:

Section 1. The terms of said Equipment Lease Agreement are in the best interests of Herriman City, Utah for the leasing of the equipment described therein.

Section 2. The Mayor and Recorder are hereby authorized to execute and deliver the Equipment Lease Agreement and any related documents necessary to the consummation of the transactions contemplated by the Equipment Lease Agreement for and on behalf of Herriman City, Utah.

Section 3. The officers of the Governing Body and Herriman City, Utah are hereby authorized and directed to fulfill all obligations under the terms of the Equipment Lease Agreement.

Adopted and approved this ____ day of _____, 20____.

By _____
Clint Smith, Mayor

Attest:

By _____
Kristi Peterson, Recorder

[SEAL] ↑

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

I, Kristi Peterson, the duly qualified Recorder of Herriman City, Utah do hereby certify:

- (a) that in accordance with the requirements of Section 52-4-6 (1), Utah Code Annotated (1953), as amended, public notice of the 20____ Annual Meeting Schedule of the City Council (the “Governing Body”) of Herriman City, Utah was given, specifying the date, time and place of the regular meetings of the Governing Body scheduled to be held during the year, by causing a Notice of Annual Meeting Schedule for the Governing Body to be posted on _____, 20____, at the principal office of the Governing Body at Herriman City, Utah; said Notice of Annual Meeting Schedule having continuously remained so posted and available for public inspection during regular office hours of the undersigned until the date hereof; and causing a copy of the Notice of Annual Meeting Schedule to be provided on _____, 20____ to at least one newspaper of general circulation within the geographic jurisdiction of Herriman City, Utah, or to a local media correspondent;
- (b) that in accordance with the requirements of Section 52-4-6 (2), Utah Code Annotated (1953), as amended, public notice of the regular meeting of the Governing Body on November 14, 2013, was given by specifying in a Notice of Regular Meeting the agenda, date, time and place of the meeting and by causing the Notice of Regular meeting to be posted at the principal office of the Governing Body on the ____ day of _____, 20____ a date not less than 24 hours prior to the date and time of the Governing Body’s regular meeting, and to be provided on the ____ day of _____, 20____, to at least one newspaper of general circulation within the geographic jurisdiction of Herriman City, Utah, or to a local media correspondent.

In witness whereof, I have hereunto set my hand and affixed the official seal of Herriman City, Utah this ____ day of _____, 20____.

By _____
Kristi Peterson, Recorder

[SEAL] ↑

EXHIBIT C
Payment Schedule

Lessee: Herriman City, Utah

Date of Lease: November 21, 2013

Amount Due: \$284,870.95

1. Interest has been computed at the rate of 1.85% per annum. Interest shall accrue from the Commencement Date.
2. Rental payments shall be due semi-annually commencing May 21, 2014. The payments set forth on the attached debt service schedule shall be due on the 21st day of May and November up to and including November 21, 2018.
3. The Option Purchase Price, on any given date of calculation, is equal to the Principal Outstanding on the Rental Payment Date immediately preceding the date of calculation (unless such calculation date is a Rental Payment Date, in which case, the Principal Outstanding as of such date) plus accrued interest from such Rental Payment Date at the rate set forth in paragraph number 1 above.

[Please see the attached Debt Service Schedule]

The remainder of this page has been intentionally left blank

Herriman City

\$284,870.95 Equipment Lease

Dated November 21, 2013

Combined Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
11/21/2013	-	-	-	-
05/21/2014	32,699.58	1.850%	2,635.06	35,334.64
11/21/2014	33,002.06	1.850%	2,332.58	35,334.64
05/21/2015	33,307.32	1.850%	2,027.31	35,334.63
11/21/2015	33,615.43	1.850%	1,719.21	35,334.64
05/21/2016	33,926.36	1.850%	1,408.27	35,334.63
11/21/2016	34,240.16	1.850%	1,094.45	35,334.61
05/21/2017	20,730.60	1.850%	777.74	21,508.34
11/21/2017	20,922.35	1.850%	585.98	21,508.33
05/21/2018	21,115.88	1.850%	392.45	21,508.33
11/21/2018	21,311.21	1.850%	197.13	21,508.34
Total	\$284,870.95		\$13,170.18	\$298,041.13

Yield Statistics

Bond Year Dollars	\$711.90
Average Life	2.499 Years
Average Coupon	1.8499936%
Net Interest Cost (NIC)	1.8499936%
True Interest Cost (TIC)	1.8499937%
Bond Yield for Arbitrage Purposes	1.8499937%
All Inclusive Cost (AIC)	1.8499937%

IRS Form 8038

Net Interest Cost	1.8499936%
Weighted Average Maturity	2.499 Years

Lease 11/7/13 | Issue Summary | 10/30/2013 | 12:06 PM

Initials of Lessee Signatory

EXHIBIT D
Opinion Of Lessee's Counsel
(Use Attorney's Letterhead)

To: Zions First National Bank
One South Main Street
Salt Lake City, Utah 84111

Gentlemen:

As counsel for Herriman City, Utah ("Lessee"), I have examined duly executed originals of Equipment Lease Agreement (the "Lease") dated November 21, 2013, between the Lessee and Zions First National Bank, Salt Lake City, Utah ("Lessor"), and the proceedings taken by Lessee to authorize and execute the Lease. Based upon such examination as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is a body corporate and politic, legally existing under the laws of the State of Utah.
2. The Lease has been duly authorized, executed, and delivered by Lessee.
3. The governing body of Lessee has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which Lessee's execution of the Lease was authorized.
4. The Lease is a legal, valid, and binding obligation of Lessee, enforceable in accordance with its terms except as limited by the state and federal laws affecting remedies and by bankruptcy, reorganization, or other laws of general application affecting the enforcement of creditors' rights generally.
5. The Lease is in accordance with and does not violate the usury statutes of the State of Utah, if any.
6. There are no legal or governmental proceedings or litigation pending or, to the best of my knowledge, threatened or contemplated (or any basis therefor) wherein an unfavorable decision, ruling or finding might adversely affect the transactions contemplated in or the validity of the Lease.
7. The Equipment (as defined in the Lease) constitutes personal property and when subjected to use by Lessee will not become fixtures under applicable law.

Attorney for Lessee

EXHIBIT E
Delivery And Acceptance Certificate

To: Zions First National Bank

Reference is made to the Equipment Lease Agreement between the undersigned ("Lessee"), and Zions First National Bank ("Lessor"), dated November 21, 2013, ("the Lease") and to the Equipment as such term is defined therein. In connection therewith we are pleased to confirm to you the following:

1. All of the Equipment has been delivered to and received by the undersigned; all installation or other work necessary prior to the use thereof has been completed; said Equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and that said Equipment has been accepted by the undersigned and complies with all terms of the Lease. Consequently, you are hereby authorized to pay for the Equipment in accordance with the terms of any purchase orders for the same.
2. In the future, in the event the Equipment fails to perform as expected or represented we will continue to honor the Lease in all respects and continue to make our rental and other payments thereunder in the normal course of business and we will look solely to the vendor, distributor or manufacturer for recourse.
3. We acknowledge that Lessor is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.
4. The serial number for each item of Equipment which is set forth on Exhibit "A" to the Lease is correct.

This certificate shall not be considered to alter, construe, or amend the terms of the Lease.

Lessee:

Herriman City, Utah

Witness

By: _____
(Authorized Signature)

(Print name and title)

Date: _____



Meeting Date:
Thursday, November 14, 2013

Item #: 5.1

Item Description Paper

Presenter/Submitted By: <p style="text-align: center;">Bryn McCarty</p>	List Under: Awards, Acknowledgement, Presentation, Reports, Introductions, Continued Business, Consent Agenda, Updates, Public Hearing, Financial Matters, Planning Matters, Discussions/Action Matters, Closed Session (a) (b) (c) (d), Work Meeting.
Title of the Agenda Item: A ordinance of the Herriman City Council approving the amendments to the 2020 General Plan	Ordinance / Resolution (please circle or highlight one)
Approved By Director: Gordon Haight Date:	Is ALL the Supporting Material Included? YES or NO
Background: <p>The City started working on this amendment to the 2020 General Plan in March 2013. Landmark was selected to do the updates to the plan. We have since held numerous public meetings, workshops, and committee meetings. The Planning Commission held a public hearing on October 17th and November 7th and recommends approval of the new 2025 General Plan. There have been a few modifications to the text and map that will be made after all comments are received from the City Council.</p>	
Recommendation: <p>Staff recommends having a discussion about the draft general plan and taking public comment at this time. The item should then be continued until the next meeting in order to receive any additional public comments and make all the updates to the draft.</p>	
Recommended Motion: <p>“I move the City Council continues the amendment to the General Plan until the next City Council meeting on December 12th.”</p>	



Meeting Date:
Thursday, November 14, 2013

Item #: 5.2

Item Description Paper

Presenter/Submitted By: Gordon Haight	List Under: Awards, Acknowledgement, Presentation, Reports, Introductions, Continued Business, Consent Agenda, Updates, Public Hearing, Financial Matters, Planning Matters, Discussions/Action Matters, Closed Session (a) (b) (c) (d), Work Meeting,
--	---

Title of the Agenda Item: A resolution of Herriman City approving a proposed fee increase for the Wasatch Front Waste and Recycling District, to be effective January 1, 2014 and January 1, 2015.	Ordinance / Resolution (please circle or highlight one)
--	--

Approved By Director: Date:	Is ALL the Supporting Material Included? YES or NO
--	---

Background:

Coralee,

Will you please recite a background and recommendation on this item?

Recommendation:

Recommended Motion:

"I move the City Council **approves** resolutions No. 13.44, a resolution approving the proposed fee increase for the Wasatch Front Waste and Recycling District, effective January 1st 2014 and January 1st 2015.

HERRIMAN, UTAH
RESOLUTION NO. 13.44

**A RESOLUTION OF HERRIMAN CITY APPROVING A PROPOSED FEE INCREASE
FOR THE WASATCH FRONT WASTE AND RECYCLING DISTRICT, TO BE
EFFECTIVE JANUARY 1, 2014, AND JANUARY 1, 2015**

WHEREAS, the Herriman City Council (the “*Council*”) met in regular session on November 14, 2013, to consider, among other things, approving a proposed fee increase for the Wasatch Front Waste and Recycling District, to be effect January 1, 2014, and January 1, 2015; and

WHEREAS, the Wasatch Front Waste and Recycling District (“*District*”) is empowered by Utah Code Annotated, Section 17D-1-210 and by Salt Lake County Resolution Number 4670, November 20, 2012, (“*Resolution*”) to provide garbage collection and recycling services within the boundaries of the District; and

WHEREAS, the Herriman City and its residents are within the boundaries of the District, and the City’s residents receive services from the District; and

WHEREAS, the County Resolution 4670 provides that an increase in the District’s service charges is not effective until a majority of the legislative bodies of those local governments located within the District have adopted a resolution authorizing an increase in charges; and

WHEREAS, the District’s Administrative Control Board (“*Board*”) has recommended an increase to the current \$12.75 per-owner, per-month service charges of \$2.00 per owner, per month, beginning on January, 1, 2014, and \$2.00 per owner, per month, beginning on January 1, 2015; and the Board has requested that the City Council approve that increase; and

WHEREAS, the City is represented on the Board and thereby participated in the service charge recommendation; and

WHEREAS, the increase in service charge is necessary, based on the following 2014 increased costs and the cumulative effects of declining revenue from second garbage cans being returned:

The District is facing annual revenue loss and increased costs as follows:

Amount Per Home Per Month	Annual Amount	Reason for Increased Cost
\$0.88	\$880,000	Returned 2 nd garbage cans: 3,888 in 2013 and a projected 1,000 more in 2014 (lost revenue)

\$0.62	\$616,500	Increased land fill fees: from \$26 per ton to \$31 per ton for garbage
\$0.43	\$430,000	Depreciation on new truck purchases (Shifting to compressed natural gas, which reduces fuel costs)
\$0.24	\$238,675	Heavy duty truck maintenance rate increase from \$80 per hour to \$85 per hour and increased miles related to growth in the District and green waste
\$0.18	\$182,443	Increased lease rate on the trucks used for area clean up (newer trucks)
\$0.17	\$168,000	Salary adjustments to bring wages into appropriate market range
\$0.10	\$101,442	Mandated increases for Utah Retirement System & the Affordable Care Act. Increased health insurance premiums
\$0.10	\$99,700	Quarterly billings instead of 2 times annually
\$0.09	\$86,540	2 additional FTEs due to growth
\$2.81	\$2,803,377	TOTALS

WHEREAS, the Council finds that the proposed service fee increase is reasonable and justified

NOW THEREFORE, BE IT RESOLVED, that the Council approves the proposed fee increase proposed by the District in the amounts and on the dates proposed herein.

PASSED AND APPROVED by the Council this 14th day of November 2013.

HERRIMAN CITY COUNCIL

Clint Smith, Mayor

VOTING:

Clint Smith	Yea _____	Nay _____
Mike Day	Yea _____	Nay _____
Matt Robinson	Yea _____	Nay _____
Craig B. Tischner	Yea _____	Nay _____
Coralee Wessman-Moser	Yea _____	Nay _____



Report for County and City Officials on The Need for a Fee Increase

Background:

New challenges from the transparency of billing have resulted in over \$800,000 annual revenue loss due to second garbage can returns. Please note that the County Council approved an increase to the second garbage can fee effective in 2007 moving from \$6 per month to \$15 per month to motivate residents to turn in their second cans and recycle more. At that time, recycling became available district wide rather than by subscription.

As we know, prior to the November 2012 legal ruling, billing for sanitation services use to be on the property tax notice. The 16,000 residents with second garbage cans either did not notice, or did not care about the increased fee, so they did not turn in their second can. Annual revenue from second cans remained close to \$3,000,000, which in part subsidized overall service costs and helped to absorb increased costs related to inflation and market changes.

The District is facing annual revenue loss and increased costs as follows:

Amount Per Home Per Month	Annual Amount	Reason for Increased Cost
\$0.88	\$880,000	Returned 2 nd garbage cans: 3,888 in 2013 and a projected 1,000 more in 2014 (lost revenue).
\$0.62	\$616,500	Increased landfill fees: from \$26 per ton to \$31 per ton for garbage.
\$0.43	\$430,000	Depreciation on new truck purchases (Shifting to compressed natural gas, which reduces fuel costs).
\$0.24	\$238,675	Heavy duty truck maintenance rate increase from \$80 per hour to \$85 per hour and increased miles related to growth in the District and green waste.
\$0.18	\$182,443	Increased lease rate on the trucks used for area clean up (newer trucks).

\$0.17	\$168,000	Salary adjustments to bring wages into appropriate market ranges.
\$0.10	\$101,442	Mandated increases for Utah Retirement Systems & the Affordable Care Act. Increased health insurance premiums.
\$0.10	\$ 99,700	Quarterly billings instead of 2 times annually.
\$0.09	\$ 86,540	2 additional FTEs due to growth.
\$2.81	\$2,803,377	TOTALS

History:

The District is mandated under state statutes, health regulations and county resolution to collect waste generated by the residents in the District. The waste generated is approximately **144,000 tons** annually from 81,000 homes in the Salt Lake County unincorporated areas and the cities of Holladay, Taylorsville, Herriman, Cottonwood Heights and a portion of Murray.

Knowing that garbage is the most expensive commodity to process, the District follows industry trends and standards to reduce the amount of waste going into the landfills, reuse materials such as green waste and recycle as much as possible. These steps help to reduce costs by not landfilling materials and conserves resources.

There are various ways to collect the waste generated in the District since it comes in all shapes, sizes and colors and they are as follows:

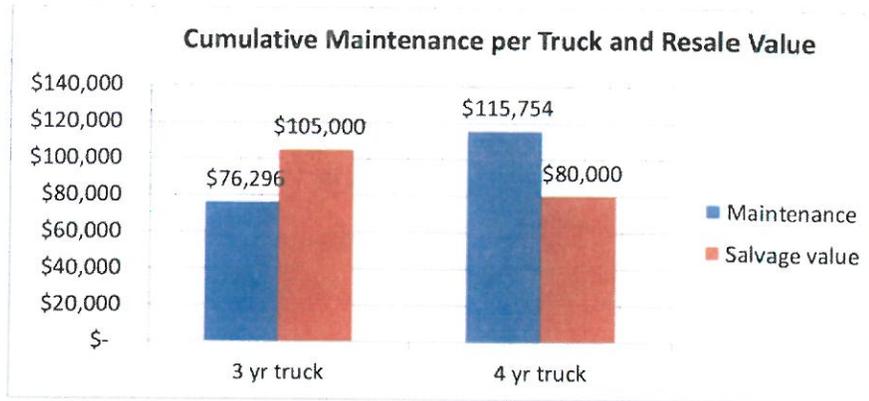
Service	Cost	Comments
Weekly Garbage	\$9,156,240	Health department mandates weekly collections.
Weekly Recycling	\$5,005,800	Saves over \$600,000 annually in landfill dumping fees. Generates annual revenue of approx. \$484,000.
Seasonal Cleanup (Containers on streets 1 x per year)	\$2,118,960	Collections for large amounts of both bulk and green waste - approx. \$8,800 annual savings from green waste being collected separate from the containers and diverted for composting. This service improves property values and reduces illegal dumping.
Trailer Rental Green-Bulk/Leaves/ Holiday Trees	\$874,800	Diverts green waste, helps keep storm drains clear and reduces illegal dumping.

Container Repair and Replacement	\$670,680	2014 budget includes associated fees associated with these services: \$10 delivery/pick up fee. \$50 can replacement for a brand new can at customers request.
Quarterly Billing in 2014 versus 2 xs. Costs include personnel, mailings, collections and etc.	\$571,000 total costs. 2013:\$471,300 2014: An additional \$99,700	Transparency: residents know how much they pay and for what services. Previously paying close to the same amount for county overhead when under SL County.
Indigent Fee Waiver	\$32,000	Provides reduced fees for those who need it the most (poorest of the poor).
Central Glass Collections	\$11,000	Saves approx. \$11,000 per year in landfill fees.
Box Collections for large amounts of cardboard	Minimal costs	Approximately \$2,000 per year.
The Assist Program: Assistance for residents with limited mobility to get their cans to the curb and return.	Minimal costs	Great customer service and helps those who need it.

Considerations in Trying to Reduce Costs or Absorb Increased Costs:

1. Move side load trucks from current 3-4 year replacement to 4 year





There would be approximately \$980,000 of lost revenue on re-sale value and approximately \$464,000 of increased annual maintenance costs. We recommend continuing with the current replacement schedule.

2. Cut the current level of waste and recycling services for our residents.

The only program or service that would make a significant impact on costs is the Seasonal Cleanup at \$2.1 million. However, budget projections indicate this would only prolong the fee increase. Since this is one of our most popular programs and because this service minimizes illegal dumping in the District, and because of a likely need to increase fees due to other increased costs, we recommend against cutting this or any other service.

Proposed Fee Increase:

The District Board has reviewed the following information and determined that the proposed \$2.00 per home per month increase in 2014 and 2015 is needed:

2014 Cash Flow			
	Revenue	\$17,095,363	
Less:	Personnel	-\$6,249,349	
	Operations	<u>-\$12,826,063</u>	
	Net revenues	-\$1,980,049	
Add:	Depreciation	<u>\$2,525,000</u>	Non-cash expense/must be accounted
	Net cash	\$544,951	Net cash flow from Operations
Less:	Trucks	<u>-\$4,041,535</u>	
	Net cash	<u>-\$3,496,584</u>	Net cash flow with capital purchases

FUND BALANCE STATUS SUMMARY, Pro Forma Fee Increase Scenarios

Oct 28, 2013

Amounts in Millions

	Year with amount of monthly increase						
	2012	2013	2014	2015	2016	2017	2018
1. Requested 2014 Budget with no fee increase							
Unrestricted Cash	\$8.1	\$5.8	\$2.3	-\$1.2	-\$5.3	-\$9.8	-\$15.2
Restricted Cash (Trucks/Cans/OPEB)	\$7.6	\$8.6	\$8.8	\$8.5	\$9.4	\$9.5	\$8.5
Total Cash	\$15.7	\$14.4	\$11.1	\$7.3	\$4.1	-\$0.3	-\$6.7
2. Requested 2014 Budget with fee increase scenario							
Unrestricted Cash			\$2.00				
Restricted Cash (Trucks/Cans/OPEB)	\$8.1	\$5.8	\$4.2	\$2.7	\$0.6	-\$1.9	-\$5.3
Total Cash	\$7.6	\$8.6	\$8.8	\$8.5	\$9.4	\$9.5	\$8.5
	\$15.7	\$14.4	\$13.0	\$11.2	\$10.0	\$7.6	\$3.2
3. Requested 2014 Budget with fee increase scenario							
Unrestricted Cash			\$1.75	\$1.50			
Restricted Cash (Trucks/Cans/OPEB)	\$8.1	\$5.8	\$4.0	\$3.6	\$2.8	\$1.6	-\$0.6
Total Cash	\$7.6	\$8.6	\$8.8	\$8.5	\$9.4	\$9.5	\$8.5
	\$15.7	\$14.4	\$12.8	\$12.1	\$12.2	\$11.1	\$7.9
4. Requested 2014 Budget with fee increase scenario							
Unrestricted Cash			\$2.00	\$1.00			
Restricted Cash (Trucks/Cans/OPEB)	\$8.1	\$5.8	\$4.2	\$3.6	\$2.6	\$1.0	-\$1.3
Total Cash	\$7.6	\$8.6	\$8.8	\$8.5	\$9.4	\$9.5	\$8.5
	\$15.7	\$14.4	\$13.0	\$12.1	\$12.0	\$10.5	\$7.2
5. Requested 2014 Budget with fee increase scenario							
Unrestricted Cash			\$2.00	\$2.00			
Restricted Cash (Trucks/Cans/OPEB)	\$8.1	\$5.8	\$4.2	\$4.6	\$4.6	\$4.0	\$2.7
Total Cash	\$7.6	\$8.6	\$8.8	\$8.5	\$9.4	\$9.5	\$8.5
	\$15.7	\$14.4	\$13.0	\$13.1	\$14.0	\$13.5	\$11.2
6. Requested 2014 Budget with fee increase scenario							
Unrestricted Cash			\$3.00				
Restricted Cash (Trucks/Cans/OPEB)	\$8.1	\$5.8	\$5.2	\$4.6	\$3.6	\$2.0	-\$0.3
Total Cash	\$7.6	\$8.6	\$8.8	\$8.5	\$9.4	\$9.5	\$8.5
	\$15.7	\$14.4	\$14.0	\$13.1	\$13.0	\$11.5	\$8.2

The "best practices" for unrestricted cash balance is 5% of annual budget = \$850,000. Highlights indicate being below 5%

Fee Comparisons with 2014 and 2015 Increases Assuming No Other Entity Raises Their Rates

City/Area	Base Rate	Additional cart fees (refuse / recycle)	Weekly Recycling	Bi-weekly Recycling	Bulk Cleanup	Trailer or Dumpster Program/xtra fee	Curbside Green Waste	Central Glass Collection	Other
Salt Lake City*^	\$17.25	\$4.25	✓		✓		✓	✓	Glass by Subscription
WFWRD 2015	\$16.75	\$15 refuse	✓		✓	✓		✓	Green by Sub/Leaves/Trees
Draper City	\$15.00	\$10 / \$2.50		✓		✓		✓	
WFWRD 2014	\$14.75	\$15 refuse	✓		✓	✓		✓	Green by Sub/Leaves/Trees
Bluffdale	\$13.75	\$9 / \$2.00	✓						Curbside Green under discuss
South Jordan	\$13.50	\$8.45	✓			✓			
Sandy City	\$13.45	\$5.50	✓		✓	✓			
West Valley City	\$13.30	\$6.45		✓	✓	✓			
WFWRD 2013	\$12.75	\$15 refuse	✓		✓	✓		✓	Green by Sub/Leaves/Trees
West Jordan	\$12.26	\$10.20 / \$5.10	✓			✓	✓		
Midvale	\$11.84	\$3.01 recycle		✓	✓	✓			
Murray City	\$11.00	\$6.85		✓		✓			Central Trees
South Salt Lake City~	\$8.00	\$8.00	✓		✓	✓		✓	
Riverton*	\$1.00	\$5		✓		✓			

*Subsidized by taxes

^Variable rates for smaller carts

~Not charged disposal fees

PRESENTED to the Mayor Smith of Herriman City for approval this 14th day of November 2013.

APPROVED this 14th day of November 2013.

Clint Smith, Chairman

ATTEST:

Kristi Peterson, MMC
City Recorder

DEPOSITED in the office of the City Recorder this 14th day of November 2013.

RECORDED this 14th day of November 2013.

Certificate of Passage

STATE OF UTAH)
)SS
COUNTY OF SALT LAKE)

I, Kristi Peterson, the duly appointed, qualified and acting City Recorder for Herriman City, State of Utah, certify that the attached

RESOLUTION NO. 13.44

A RESOLUTION OF HERRIMAN CITY APPROVING A PROPOSED FEE INCREASE FOR THE WASATCH FRONT WASTE AND RECYCLING DISTRICT, TO BE EFFECTIVE JANUARY 1, 2014, AND JANUARY 1, 2015

was adopted by the Herriman City Council at a meeting duly called and held in Herriman, Utah on the 14th day of November 2013 at 7:30pm.

I certify that after its passage I caused the Resolution to be filed in office of the City Recorder.



Kristi Peterson, MMC
Herriman City Recorder



Report for County and City Officials on The Need for a Fee Increase

Background:

New challenges from the transparency of billing have resulted in over \$800,000 annual revenue loss due to second garbage can returns. Please note that the County Council approved an increase to the second garbage can fee effective in 2007 moving from \$6 per month to \$15 per month to motivate residents to turn in their second cans and recycle more. At that time, recycling became available district wide rather than by subscription.

As we know, prior to the November 2012 legal ruling, billing for sanitation services use to be on the property tax notice. The 16,000 residents with second garbage cans either did not notice, or did not care about the increased fee, so they did not turn in their second can. Annual revenue from second cans remained close to \$3,000,000, which in part subsidized overall service costs and helped to absorb increased costs related to inflation and market changes.

The District is facing annual revenue loss and increased costs as follows:

Amount Per Home Per Month	Annual Amount	Reason for Increased Cost
\$0.88	\$880,000	Returned 2 nd garbage cans: 3,888 in 2013 and a projected 1,000 more in 2014 (lost revenue).
\$0.62	\$616,500	Increased landfill fees: from \$26 per ton to \$31 per ton for garbage.
\$0.43	\$430,000	Depreciation on new truck purchases (Shifting to compressed natural gas, which reduces fuel costs).
\$0.24	\$238,675	Heavy duty truck maintenance rate increase from \$80 per hour to \$85 per hour and increased miles related to growth in the District and green waste.
\$0.18	\$182,443	Increased lease rate on the trucks used for area clean up (newer trucks).

\$0.17	\$168,000	Salary adjustments to bring wages into appropriate market ranges.
\$0.10	\$101,442	Mandated increases for Utah Retirement Systems & the Affordable Care Act. Increased health insurance premiums.
\$0.10	\$ 99,700	Quarterly billings instead of 2 times annually.
\$0.09	\$ 86,540	2 additional FTEs due to growth.
\$2.81	\$2,803,377	TOTALS

History:

The District is mandated under state statutes, health regulations and county resolution to collect waste generated by the residents in the District. The waste generated is approximately **144,000 tons** annually from 81,000 homes in the Salt Lake County unincorporated areas and the cities of Holladay, Taylorsville, Herriman, Cottonwood Heights and a portion of Murray.

Knowing that garbage is the most expensive commodity to process, the District follows industry trends and standards to reduce the amount of waste going into the landfills, reuse materials such as green waste and recycle as much as possible. These steps help to reduce costs by not landfilling materials and conserves resources.

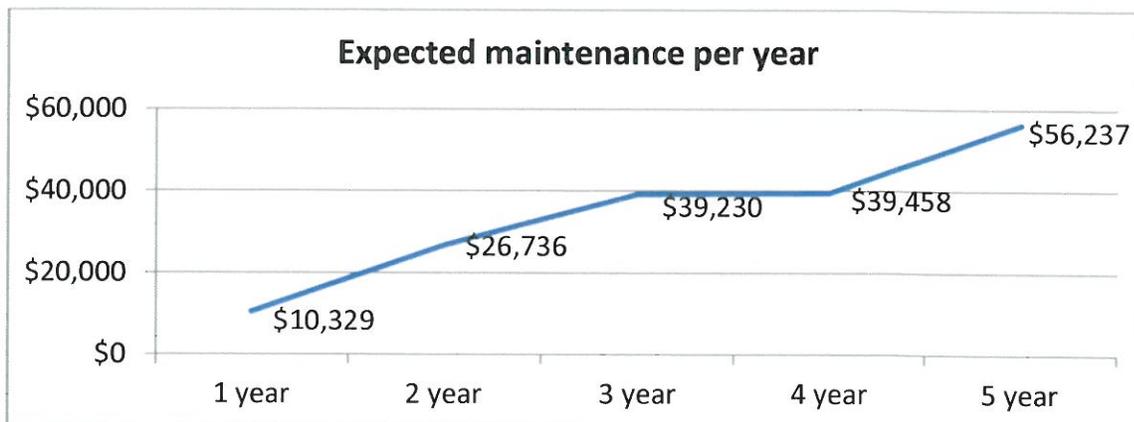
There are various ways to collect the waste generated in the District since it comes in all shapes, sizes and colors and they are as follows:

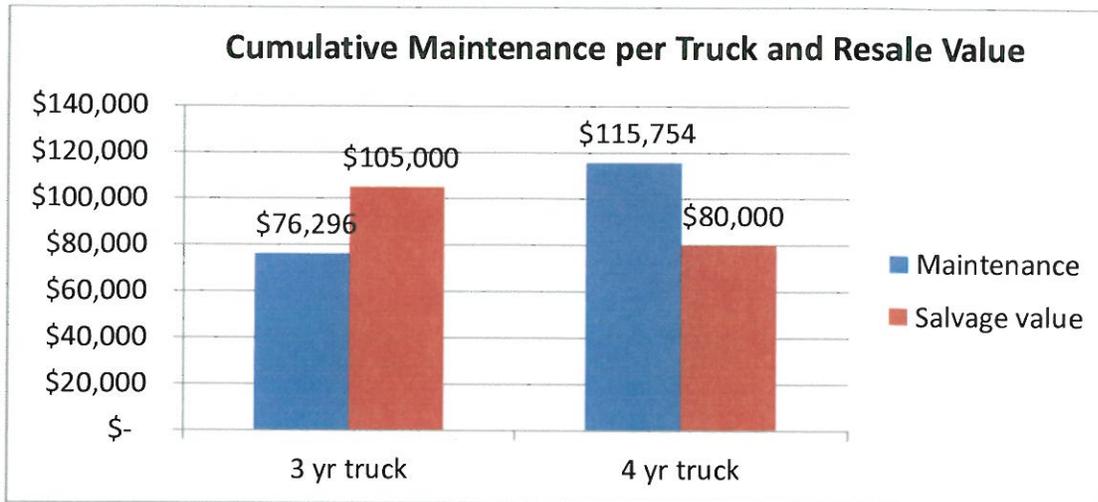
Service	Cost	Comments
Weekly Garbage	\$9,156,240	Health department mandates weekly collections.
Weekly Recycling	\$5,005,800	Saves over \$600,000 annually in landfill dumping fees. Generates annual revenue of approx. \$484,000.
Seasonal Cleanup (Containers on streets 1 x per year)	\$2,118,960	Collections for large amounts of both bulk and green waste - approx. \$8,800 annual savings from green waste being collected separate from the containers and diverted for composting. This service improves property values and reduces illegal dumping.
Trailer Rental Green-Bulk/Leaves/Holiday Trees	\$874,800	Diverts green waste, helps keep storm drains clear and reduces illegal dumping.

Container Repair and Replacement	\$670,680	2014 budget includes associated fees associated with these services: \$10 delivery/pick up fee. \$50 can replacement for a brand new can at customers request.
Quarterly Billing in 2014 versus 2 xs. Costs include personnel, mailings, collections and etc.	\$571,000 total costs. 2013:\$471,300 2014: An additional \$99,700	Transparency: residents know how much they pay and for what services. Previously paying close to the same amount for county overhead when under SL County.
Indigent Fee Waiver	\$32,000	Provides reduced fees for those who need it the most (poorest of the poor).
Central Glass Collections	\$11,000	Saves approx. \$11,000 per year in landfill fees.
Box Collections for large amounts of cardboard	Minimal costs	Approximately \$2,000 per year.
The Assist Program: Assistance for residents with limited mobility to get their cans to the curb and return.	Minimal costs	Great customer service and helps those who need it.

Considerations in Trying to Reduce Costs or Absorb Increased Costs:

1. Move side load trucks from current 3-4 year replacement to 4 year





There would be approximately \$980,000 of lost revenue on re-sale value and approximately \$464,000 of increased annual maintenance costs. We recommend continuing with the current replacement schedule.

2. Cut the current level of waste and recycling services for our residents.

The only program or service that would make a significant impact on costs is the Seasonal Cleanup at \$2.1 million. However, budget projections indicate this would only prolong the fee increase. Since this is one of our most popular programs and because this service minimizes illegal dumping in the District, and because of a likely need to increase fees due to other increased costs, we recommend against cutting this or any other service.

Proposed Fee Increase:

The District Board has reviewed the following information and determined that the proposed \$2.00 per home per month increase in 2014 and 2015 is needed:

2014 Cash Flow			
	Revenue	\$17,095,363	
Less:	Personnel	-\$6,249,349	
	Operations	<u>-\$12,826,063</u>	
	Net revenues	-\$1,980,049	
Add:	Depreciation	<u>\$2,525,000</u>	Non-cash expense/must be accounted
	Net cash	\$544,951	Net cash flow from Operations
Less:	Trucks	<u>-\$4,041,535</u>	
	Net cash	<u>-\$3,496,584</u>	Net cash flow with capital purchases

FUND BALANCE STATUS SUMMARY, Pro Forma Fee Increase Scenarios

Oct 28, 2013

Amounts in Millions

	Year with amount of monthly increase						
	2012	2013	2014	2015	2016	2017	2018
1. Requested 2014 Budget with no fee increase							
Unrestricted Cash	\$8.1	\$5.8	\$2.3	-\$1.2	-\$5.3	-\$9.8	-\$15.2
Restricted Cash (Trucks/Cans/OPEB)	\$7.6	\$8.6	\$8.8	\$8.5	\$9.4	\$9.5	\$8.5
Total Cash	\$15.7	\$14.4	\$11.1	\$7.3	\$4.1	-\$0.3	-\$6.7
2. Requested 2014 Budget with fee increase scenario							
Unrestricted Cash	\$8.1	\$5.8	\$2.00	\$2.7	\$0.6	-\$1.9	-\$5.3
Restricted Cash (Trucks/Cans/OPEB)	\$7.6	\$8.6	\$8.8	\$8.5	\$9.4	\$9.5	\$8.5
Total Cash	\$15.7	\$14.4	\$13.0	\$11.2	\$10.0	\$7.6	\$3.2
3. Requested 2014 Budget with fee increase scenario							
Unrestricted Cash	\$8.1	\$5.8	\$1.75	\$1.50	\$2.8	\$1.6	-\$0.6
Restricted Cash (Trucks/Cans/OPEB)	\$7.6	\$8.6	\$8.8	\$8.5	\$9.4	\$9.5	\$8.5
Total Cash	\$15.7	\$14.4	\$12.8	\$12.1	\$12.2	\$11.1	\$7.9
4. Requested 2014 Budget with fee increase scenario							
Unrestricted Cash	\$8.1	\$5.8	\$2.00	\$1.00	\$2.6	\$1.0	-\$1.3
Restricted Cash (Trucks/Cans/OPEB)	\$7.6	\$8.6	\$8.8	\$8.5	\$9.4	\$9.5	\$8.5
Total Cash	\$15.7	\$14.4	\$13.0	\$12.1	\$12.0	\$10.5	\$7.2
5. Requested 2014 Budget with fee increase scenario							
Unrestricted Cash	\$8.1	\$5.8	\$2.00	\$2.00	\$4.6	\$4.0	\$2.7
Restricted Cash (Trucks/Cans/OPEB)	\$7.6	\$8.6	\$8.8	\$8.5	\$9.4	\$9.5	\$8.5
Total Cash	\$15.7	\$14.4	\$13.0	\$13.1	\$14.0	\$13.5	\$11.2
6. Requested 2014 Budget with fee increase scenario							
Unrestricted Cash	\$8.1	\$5.8	\$3.00	\$4.6	\$3.6	\$2.0	-\$0.3
Restricted Cash (Trucks/Cans/OPEB)	\$7.6	\$8.6	\$8.8	\$8.5	\$9.4	\$9.5	\$8.5
Total Cash	\$15.7	\$14.4	\$14.0	\$13.1	\$13.0	\$11.5	\$8.2

The "best practices" for unrestricted cash balance is 5% of annual budget = \$850,000. Highlights indicate being below 5%

Fee Comparisons with 2014 and 2015 Increases Assuming No Other Entity Raises Their Rates

City/Area	Base Rate	Additional cart fees (refuse / recycle)	Weekly Recycling	Bi-weekly Recycling	Bulk Cleanup	Trailer or Dumpster Program/xtra fee	Curbside Green Waste	Central Glass Collection	Other
Salt Lake City**^	\$17.25	\$4.25	✓		✓		✓	✓	Glass by Subscription
WFWRD 2015	\$16.75	\$15 refuse	✓		✓	✓		✓	Green by Sub/Leaves/Trees
Draper City	\$15.00	\$10 / \$2.50		✓		✓		✓	
WFWRD 2014	\$14.75	\$15 refuse	✓		✓	✓		✓	Green by Sub/Leaves/Trees
Bluffdale	\$13.75	\$9 / \$2.00	✓						Curbside Green under discuss
South Jordan	\$13.50	\$8.45	✓			✓			
Sandy City	\$13.45	\$5.50	✓		✓	✓			
West Valley City	\$13.30	\$6.45		✓	✓	✓			
WFWRD 2013	\$12.75	\$15 refuse	✓		✓	✓		✓	Green by Sub/Leaves/Trees
West Jordan	\$12.26	\$10.20 / \$5.10	✓			✓	✓		
Midvale	\$11.84	\$3.01 recycle		✓	✓	✓			
Murray City	\$11.00	\$6.85		✓		✓			Central Trees
South Salt Lake City~	\$8.00	\$8.00	✓		✓	✓		✓	
Riverton*	\$1.00	\$5		✓		✓			

*Subsidized by taxes

^Variable rates for smaller carts

~Not charged disposal fees