



COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF HERRIMAN CITY AGENDA

Wednesday, April 27, 2022

NOTICE IS HEREBY GIVEN that the Herriman Community Development and Renewal Agency of Herriman City shall assemble for a meeting in the City Council Chambers, located at
5355 W HERRIMAN MAIN STREET

- 1. Call to Order - 6:50 p.m. (or as soon as possible thereafter)**
1.1 Motion for the review and outline of the finalization process to approve the minutes of the April 27, 2022 CDA meeting
- 2. Discussion and Action Items**
2.1. Discussion and consideration of a resolution approving an amendment to the HBC Interlocal Agreement with Salt Lake County - Chase A. Andrizzi, Agency Attorney
- 3. Adjournment**

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

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

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

I, Jackie Nostrom, certify the foregoing agenda was emailed to at least one newspaper of general circulation within the geographic jurisdiction of the public body, at the principal office of the public body, on the Utah State Public Notice website www.utah.gov/pmn/index.html and on Herriman City's website at www.herriman.org. Posted and dated this 21st day of April, 2022. /s/ Jackie Nostrom, City Recorder

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





STAFF REPORT

DATE: April 14, 2022
TO: Community Development Renewal Agency (CDRA) Board
FROM: Chase A. Andrizzi, Agency Attorney
SUBJECT: Amendment to Herriman Business Center Interlocal Agreement

RECOMMENDATION

Approve the Amendment (the “Amendment”) to the Herriman Business Center Interlocal Agreement (“ILA”) between the CDRA and Salt Lake County (the “County”).

ISSUE BEFORE COUNCIL

Should the Council approve the Amendment to the ILA between the Agency and the County to clean up project area boundaries and alter the number of permitted residential units within the project area?

BACKGROUND/SUMMARY

In 2015, the CDRA approved a project area known as the Herriman Business Center (“HBC”) (see attached map for original boundaries). In May of 2016, the CDRA and the County approved the ILA to formalize the contribution of County tax increment for the purpose of providing funds to carry out the HBC Project Plan. On or around July 2017, the CDRA prepared an amended Area Plan and executed an amended ILA to adopt that new plan. It does not appear that the County ever executed their end of the ILA.

In late 2021, it came to the attention of the County that the HBC map split a parcel near the RSL facility. State statute does not permit parcel splitting for a project area and, as a result, the County requested an amendment to the map to either take out the entire parcel, or add the portion of the parcel not previously included.

Simultaneously to that, the County has agreed to include the 2017 amendments approved by the CDRA in this Amendment. Those changes include increasing the total area of the residential up to 32 acres, up to 850 residential units, updating the maps and project plans, and fixing the legal descriptions. As a result, if the CDRA approves the Amendment, the Amendment will be incorporating the previous changes along with those requested by the County.

DISCUSSION

The County has already approved the Amendment. The CDRA may approve the changes or not. As stated earlier, the proposed Amendment incorporates minor changes already discussed and approved by the CDRA from 2017. If the CDRA fails to adopt the Amendment, the County will contribute tax increment

based upon the original ILA (which is smaller in size and would result in reduced tax increment to the CDRA).

The CDRA may be concerned about the increase in total residential units (up to 850 in the CDRA boundary). This number, however, is actually limited by the MDA for this area which governs the number and type of residential units that can be built there. Accordingly, this increase benefits both the County and the CDRA in that it reflects the permitted residential development in the area while increasing the potential tax increment to be generated therein. In that light, the increase of the permitted residential units in the Amendment does not authorize greater or more dense development than would be otherwise permitted in the area. The Amendment simply allows the CDRA to capture the increment generated by the development that is permitted under the MDA.

ALTERNATIVES

1. Approve the Amendment. By approving the Amendment, the CDRA and the County are agreeing to minor changes in the boundaries, units, and implementation of the Project Area Plan. This would result in greater tax increment generated in the area in a shorter period of time.
2. Do not approve the Amendment. The CDRA can vote down the Amendment. In that case, the County would likely pull out the split parcel and would distribute tax increment based upon the original ILA. This would result in less tax increment paid to the CDRA from the County.

FISCAL IMPACT

The consideration and potential approval of this item will not result in any direct expenses to the City. However, if the CDRA votes down the proposed Amendment, the Project Area map and Project Area Plan will be as set forth in the original ILA and would result in substantially lower tax increment (which is counted as revenue to the CDRA).

AMENDMENT
to the
INTERLOCAL COOPERATION AGREEMENT
between the
COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF HERRIMAN CITY
and
SALT LAKE COUNTY

This Amendment to the Interlocal Cooperation Agreement between the Community Development and Renewal Agency of Herriman City and Salt Lake County (the “Amendment”) is made and entered into this 1st day of January, 2022 (the “Effective Date”) by and between the COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF HERRIMAN CITY, a Utah community development and renewal agency or redevelopment agency (“Agency”), and SALT LAKE COUNTY, a body corporate and politic of the State of Utah (“County”). The County and the Agency may each be referred to hereinafter as a “Party” and collectively as the “Parties.”

RECITALS

A. The Parties entered into an interlocal cooperation agreement effective as of May 24, 2016 (the “Agreement”), which Agreement is identified as Salt Lake County Contract No. 0000001239. The Agreement provides for the contribution of County Tax Increment for the purpose of providing funds to carry out the Project Area Plan for the Herriman Business Center Community Development Project Area (the “Project Area Plan”).

B. The Agency is proposing an amendment to the Amended Project Area Plan to adjust the expectations regarding total acreage and units of residential development within the area as well to make a minor adjustment in the boundary as requested by the County and pursuant to UTAH CODE ANN. § 17C-4-108(3).

NOW, THEREFORE, in consideration of the foregoing, the County and the Agency hereby agree as follows.

AGREEMENT

1. **Exhibits.** The following exhibits are attached to this Amendment and incorporated herein for all purposes:

EXHIBIT A – Business Center CDA Amended Project Area Plan (July 2017)

EXHIBIT B – *Amended* Project Area Map and Layout of Principal Streets

EXHIBIT C – *Amended* Legal Description

2. **Amendments and Modifications.** Exhibit A of the Agreement is hereby amended, restated, and replaced by **Exhibit A** of this Amendment, entitled “Business Center CDA Amended Project Area Plan,” which is hereby incorporated into the Agreement subject to the following:

- a. The Business Center CDA Amended Project Area Plan (July 2017) is hereby modified, to the extent necessary, to allow for up to 32 acres of residential housing (including high-density) and up to 850 residential units, resulting in a maximum density of 26.5 units per acre.
- b. Appendix A to the Business Center CDA Amended Project Area Plan, entitled “Project Area Map and Layout of Principal Streets,” is replaced in its entirety and superseded by **Exhibit B** of this Amendment, entitled “*Amended* Project Area Map and Layout of Principal Streets,” which is hereby incorporated into the Agreement. All references in the Business Center CDA Amended Project Area Plan to “Appendix A” shall henceforth mean Exhibit B of this Amendment.
- c. Appendix B to the Business Center CDA Amended Project Area Plan, entitled “Legal Description” is hereby modified to include the additional property identified in the attached **Exhibit C** of this Amendment (the “Remainder Property”), entitled “*Amended* Legal Description.” The Remainder Property includes the 12.32 acres of parcel 33-08-326-00800 not previously included in the Agreement. All references in the Business Center CDA Amended Project Area Plan to “Appendix A” shall henceforth be read to include Exhibit C of this Amendment.

3. **All Other Terms Remain In Effect.** Except as specifically modified and amended by the terms of this Amendment, including Exhibits, the terms and provisions of the Agreement shall continue in full force and effect. In the event of any conflict or inconsistency between the provisions of the Agreement or this Amendment (or a prior amendment), the provisions of this Amendment shall control and govern.

4. **Defined Terms and Effective Date.** Except as provided in this Amendment, all terms used in this Amendment that are not otherwise defined shall have the respective meanings ascribed to such terms in the Agreement. Upon execution by both Parties, this Amendment shall relate back to and be effective as of the Effective Date.

5. **Counterparts.** This Amendment may be executed in several counterparts and all so executed shall constitute one agreement binding on all the Parties, notwithstanding that each of the Parties are not signatory to the original or the same counterpart. Further, executed copies of this Amendment delivered by facsimile or email shall be deemed an original signed copy of this Amendment.

Each Party hereby signs this Amendment on the date written by each Party on the signatures pages attached hereto.

AMENDMENT TO AGREEMENT -- SIGNATURE PAGE FOR COUNTY

SALT LAKE COUNTY

By _____
Mayor Jennifer Wilson or Designee

Dated: _____, 20____

Approved by:

Salt Lake County Office of Regional Development

By _____

Name: _____

Title: _____

Dated: _____, 20____

Approved as to Form and Legality:

By _____
Deputy District Attorney

Name: _____

Dated: _____, 20____

AMENDMENT TO AGREEMENT -- SIGNATURE PAGE FOR AGENCY

**COMMUNITY DEVELOPMENT AND
RENEWAL AGENCY OF HERRIMAN CITY**

Signature: _____

Print Name: _____

Title: _____

Date: _____

ATTEST

JACKIE NOSTROM, Agency Clerk

Approved as to Form and Legality:

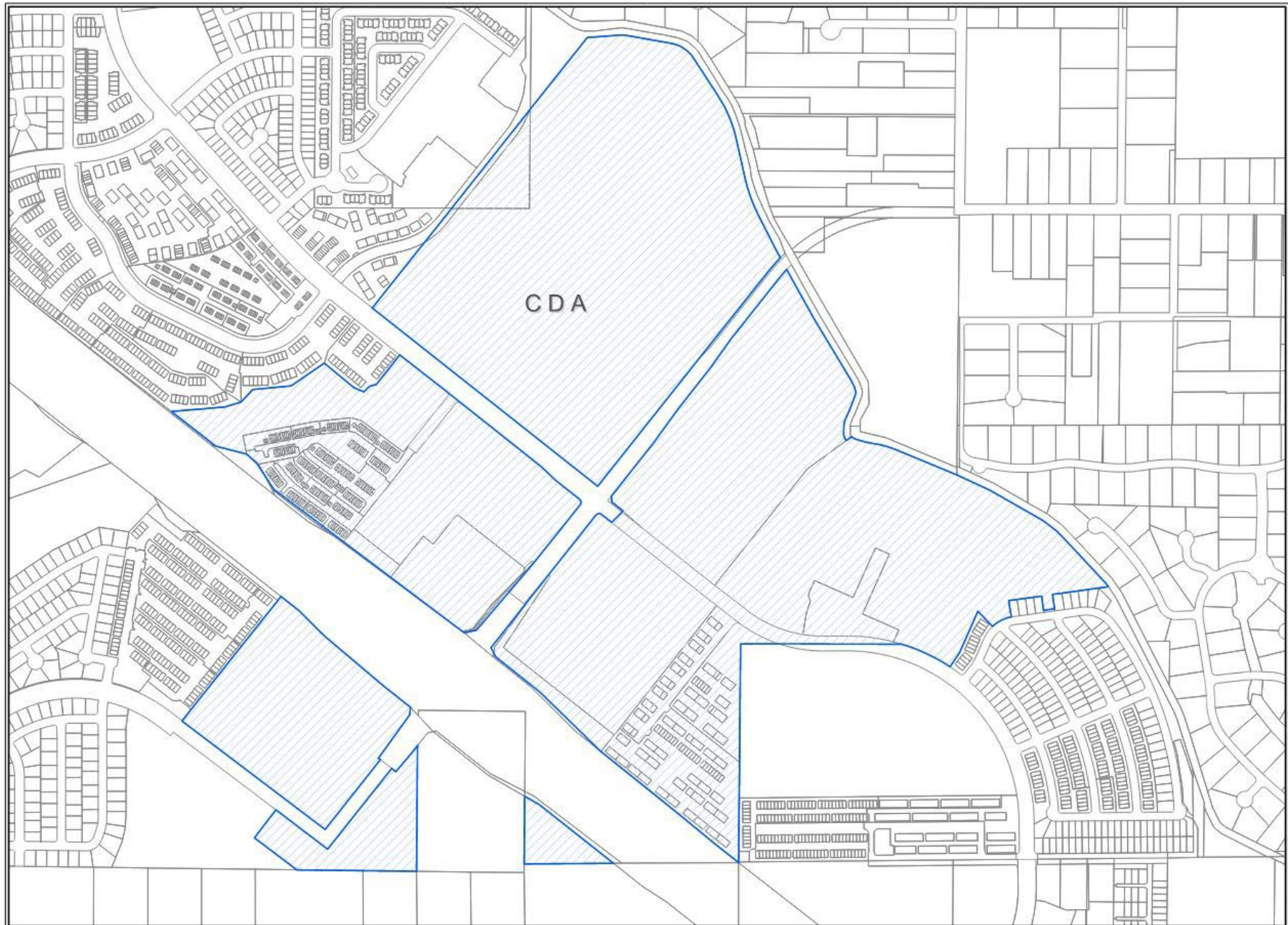
CHASE A. ANDRIZZI, Agency Attorney

EXHIBIT A

Business Center CDA Amended Project Area Plan (July 2017)

EXHIBIT B

Amended Project Area Map and Layout of Principal Streets



CDA



HERRIMAN BUSINESS CENTER CDA
12.03.2021

0 250 500 1,000
Feet



EXHIBIT C

Amended Legal Description

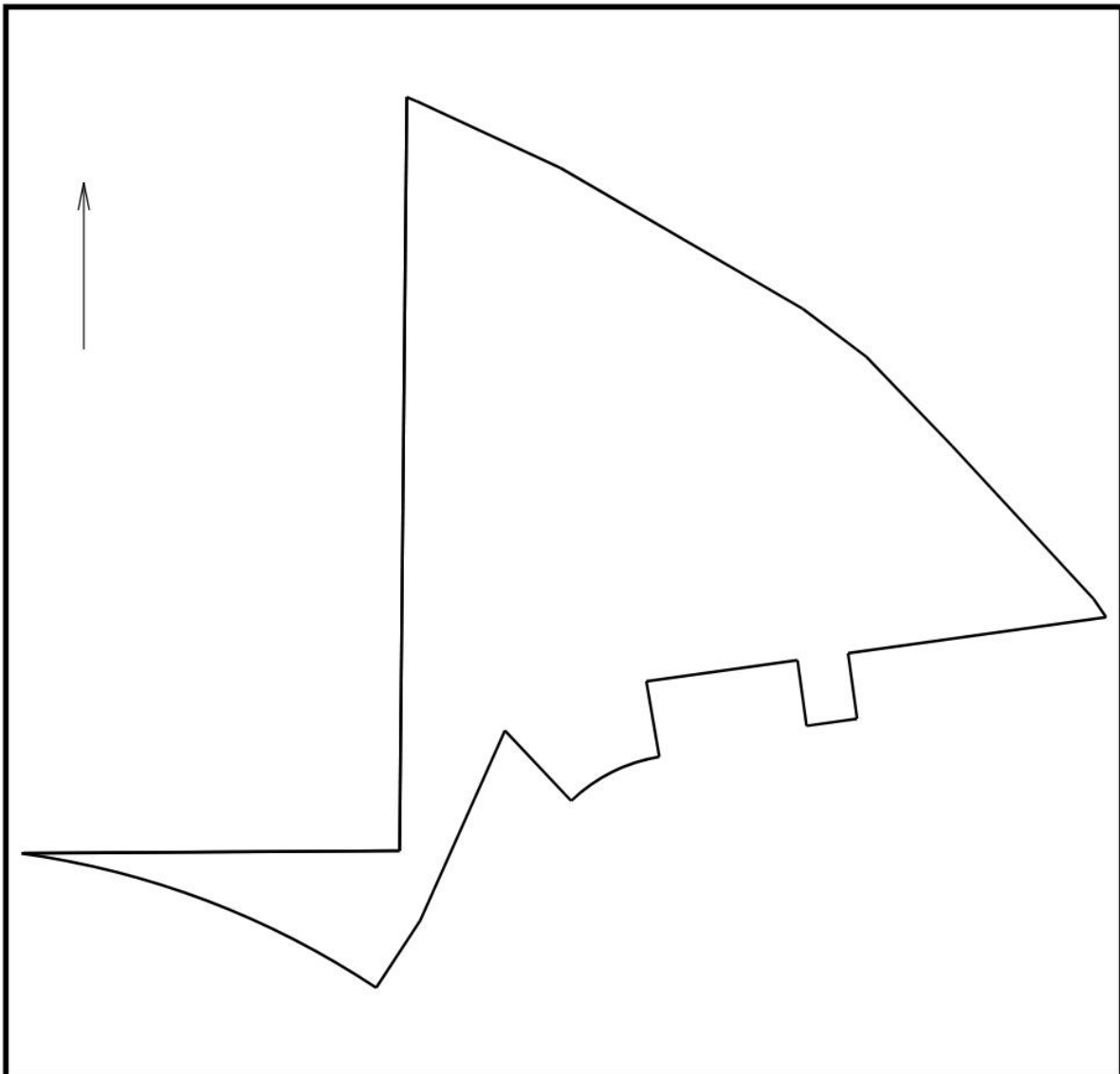
(addition of remaining 12.32 acres of parcel 33-08-326-00800)

Real CDA Addition Parcel Legal Description
December 1, 2021

A PARCEL OF LAND SITUATED IN THE SOUTH HALF OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS SOUTH 0°33'08" WEST ALONG THE SECTION LINE A DISTANCE OF 300.01 FEET FROM THE CENTER QUARTER CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 67°22'35" EAST 14.38 FEET; THENCE SOUTH 65°09'03" EAST 210.38 FEET; THENCE SOUTH 59°50'38" EAST 372.88 FEET; THENCE SOUTH 52°56'35" EAST 105.79 FEET; THENCE SOUTH 43°56'36" EAST 163.88 FEET; THENCE SOUTH 42°47'17" EAST 277.62 FEET; THENCE SOUTH 34°16'57" EAST 29.32 FEET; THENCE SOUTH 82°04'39" WEST 346.48 FEET; THENCE SOUTH 07°55'21" EAST 88.00 FEET; THENCE SOUTH 82°04'39" WEST 68.00 FEET; THENCE NORTH 07°55'21" WEST 88.00 FEET; THENCE SOUTH 82°04'39" WEST 202.84 FEET; THENCE SOUTH 09°41'32" EAST 101.66 FEET, TO A POINT ON A 225.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 132.65 FEET (LONG CHORD BEARS SOUTH 63°25'03" WEST 130.74 FEET); THENCE NORTH 43°28'21" WEST 128.47 FEET; THENCE SOUTH 24°00'00" WEST 276.85 FEET; THENCE SOUTH 33°27'55" WEST 106.15 FEET, TO A POINT ON A 1145.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 508.21 FEET (LONG CHORD BEARS NORTH 69°15'00" WEST 504.05 FEET); THENCE NORTH 89°38'37" EAST 502.63 FEET; THENCE NORTH 0°33'08" EAST 1001.35 FEET, TO THE POINT OF BEGINNING.

CONTAINS 12.32 ACRES



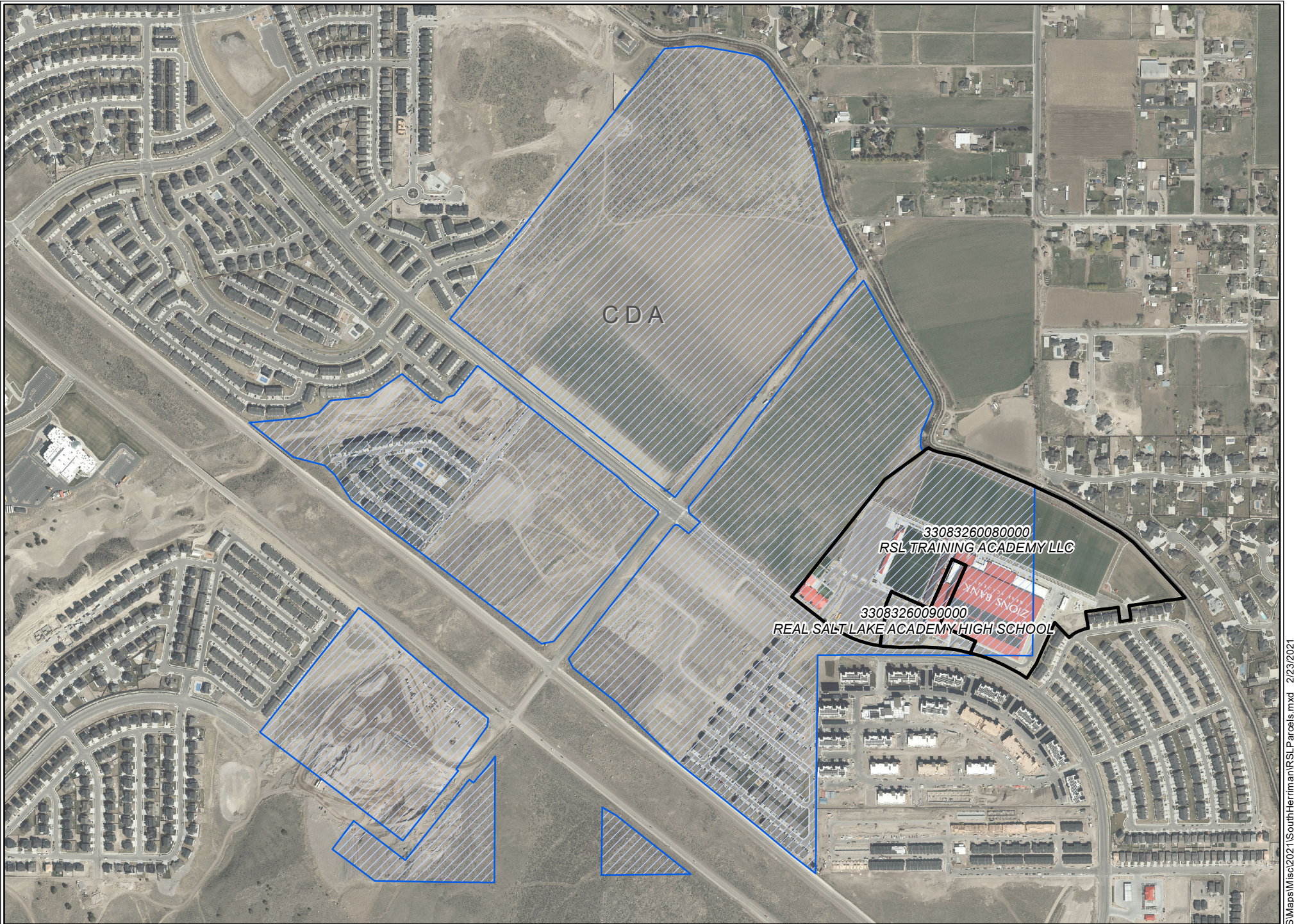
12/1/2021

Scale: 1 inch= 185 feet File: New Real Tax District.ndp

Tract 1: 12.3176 Acres, Closure: s76.1540e 0.01 ft. (1/713022), Perimeter=4726 ft.

Tract 2: 0.0000 Acres (0 Sq. Feet), Closure: n26.5412e 1126.31 ft. (1/1), Perimeter=1501 ft.

01 s67.2235e 14.38	16 s24.00w 276.85
02 s65.0903e 210.38	17 s33.2755w 106.15
03 s59.5038e 372.88	18 Lt, r=1145.00, arc=508.21, chord=n69.1500w 504.05
04 s52.5635e 105.79	19 n89.3837e 502.63
05 s43.5636e 163.88	20 n0.3308e 1001.35
06 s42.4717e 277.62	21 @0
07 s34.1657e 29.32	22 s0.3308w 1001.35
08 s82.0439w 346.48	23 s89.3837w 500
09 s07.5521e 88	
10 s82.0439w 68	
11 n07.5521w 88	
12 s82.0439w 202.84	
13 s09.4132e 101.66	
14 Lt, r=225.00, delta=033.4649, arc=132.65, chord=s63.2503w 130.74	
15 n43.2821w 128.47	



**RSL TRAINING ACADEMY
PARCELS**

0 250 500 1,000
Feet

