



CITY COUNCIL AGENDA

Wednesday, April 12, 2023

NOTICE IS HEREBY GIVEN that the Herriman City Council shall assemble for a meeting in the City Council Chambers, located at **5355 WEST HERRIMAN MAIN STREET, HERRIMAN, UTAH**

5:30 PM – WORK MEETING: (Fort Herriman Conference Room)

1. Council Business

- 1.1. Review of this Evening's Agenda
- 1.2. Future Agenda Items
- 1.3. Council discussion of future citizen recognitions

2. Administrative Reports

- 2.1. Open and Public Meetings Act, Municipal Officers' and Employees' Ethics Act Training – Todd Sheeran, City Attorney
- 2.2. Discussion on Public Infrastructure Financing Options – Kyle Maurer, Finance Director
- 2.3. Discussion regarding the right-of-way in the curb and gutter exception area – Blake Thomas, Community Development Director
- 2.4. Creation of City Council Education Subcommittee – Nathan Cherpesci, City

Manager

3. Adjournment

7:00 PM – GENERAL MEETING:

4. Call to Order

4.1. Invocation/Thought/Reading and Pledge of Allegiance

4.2. City Council Comments and Recognitions

5. Public Comment

Audience members may bring any item to the City Council's attention. Comments will be limited to two minutes. State Law prohibits the Council from acting on items that do not appear on the agenda. Public comments for this meeting will also be conducted electronically. Any person interested in addressing the Council may submit a comment by emailing recorder@herriman.org or by visiting Herriman.org/agendas-and-minutes, where there is a link to fill out an online public comment form. Your statement will be incorporated into the public record.

6. City Council Reports

6.1. Councilmember Jared Henderson

6.2. Councilmember Teddy Hodges

6.3. Councilmember Sherrie Ohrn

6.4. Councilmember Steven Shields

7. Mayor Report

8. Consent Agenda

8.1. Approval of the monthly financial summary for February 2023

8.2. Consideration to abandon and vacate a temporary detention basin easement on lot 218 of Creek Ridge Estates Subdivision Phase 2A – Blake Thomas, Community Development Director

- 8.3. Consideration to Vacate and Abandon a Slope Easement Located at Approximately 5077 West 12560 South – Blake Thomas, Community Development Director
- 8.4. Consideration to Award Construction Contract for the Rose Creek Trail Connector Project – Bryce Terry, Assistant City Engineer
- 8.5. Review and Consider an Interlocal Agreement with Salt Lake County regarding the reimbursement of up to \$800,000 to Herriman City from Fourth quarter Regional Transportation Choice Funds for the Midas Creek Trail Extension Project
- 8.6. Review and Consider an Interlocal Agreement with Salt Lake County regarding the reimbursement of up to \$420,000 to Herriman City from Fourth Quarter Regional Transportation Choice Funds for the Juniper Canyon Trailhead Project
- 8.7. Approval of the 2023 Arbor Day Proclamation
- 8.8. Approval of the January 25, 2023 and March 8, 2023 City Council meeting minutes
- 8.9. Approval of an Opioid Participation and Settlement Agreement

9. Discussion and Action Items

- 9.1. Discussion and consideration of an Ordinance updating Cemetery rules and regulations – Anthony Teuscher, Deputy Director of Parks, Recreation and Events
- 9.2. Discussion and Consideration of a proposed amended and restated Master Development Agreement for Mountainview Plaza on ±6.0 acres located approximately at 12252 S Herriman Main Street in the C-2 Commercial Zone – Michael Maloy, City Planner
- 9.3. Discussion and Consideration of an amendment to the City Council's Policy Regarding Public Infrastructure Districts – Blake Thomas, Community Development Director

9.4. Discussion and Consideration of an amendment to the Olympia Master Development Agreement – Blake Thomas, Community Development Director

10. Public Hearing

10.1. Public hearing and consideration of a Resolution approving amendments to the Herriman City Master Fee Schedule – Kyle Maurer, Finance Director

11. Future Meetings

11.1. Next Planning Meeting: April 19, 2023

11.2. Next City Council Meeting: April 26, 2023

12. Events

12.1. Herriman City Spring Cleanup: April 17 – 22

12.2. Hungry Herriman: April 17, 2023 and April 24, 2023, Crane Park @ 5:00 p.m.

13. Closed Session

The Herriman City Council may temporarily recess the City Council meeting to convene in a closed session to discuss the character, professional competence, or physical or mental health of an individual, pending or reasonable imminent litigation, and the purchase, exchange, or lease of real property, as provided by Utah Code Annotated §52-4-205

14. Adjournment

15. Recomence to Work Meeting (If Needed)

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

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

PUBLIC COMMENT POLICY AND PROCEDURE: The purpose of public comment is to allow citizens to address items on the agenda. Citizens requesting to address the Council will be asked to complete a written comment form and present it to 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 . /s/ Jackie Nostrom, City Recorder



STAFF REPORT

DATE: March 25, 2023

TO: The Honorable Mayor and City Council

FROM: Kyle Maurer, Finance Director

SUBJECT: Discussion on Public Infrastructure Financing Options

RECOMMENDATION:

N/A – This is for discussion only.

ISSUE BEFORE COUNCIL:

N/A – This is a discussion on financing options available for public infrastructure.

BACKGROUND/SUMMARY:

The Mayor and City Council have expressed a desire to discuss the available options to finance public infrastructure. Johnathan Ward, Senior Vice President with Zions Bank, will discuss financing options available to the City.

DISCUSSION:

Governmental agencies have a number of financing options available to finance public infrastructure. Staff have asked Johnathan Ward to discuss the following options with the Mayor and Council, along with key considerations and other factors:

Financing options

1. Impact Fees
2. Public Infrastructure Districts (PID)
3. Special Service Areas (SSA)
4. Special Assessment Areas (SAA)
5. Redevelopment Areas (RDA/CDA/CRA)
6. Bonding (such as General Obligation and Special Revenue Bonds)
7. State/Federal Grants
8. Public/Private Partnerships (PPP) or other joint development options
9. Earmarked user fees (i.e., road tax, water rates, *etc.*)

Key points to consider/other factors

1. "Who pays for what" – Public versus private infrastructure.
2. Trends in financing – What is being used most often and what is on the horizon for the future?
3. How to show and ensure "growth" is paying for "growth".
4. Provide "pros" and "cons" for each financing option; and the "pros" and "cons" of "pay as you go" versus "pay as you use" (debt).

Johnathan Ward and City staff will facilitate a discussion on what financing options are "best" for the City and which applications are best for each type of financing.

ALTERNATIVES:

N/A – This is for discussion only.

FISCAL IMPACT:

ATTACHMENTS:



STAFF REPORT

DATE: 3/29/2023

TO: The Honorable Mayor and City Council

FROM: Blake Thomas, Community Development Director

SUBJECT: Discussion Regarding Right-of-Way in Curb and Gutter Exception Area

RECOMMENDATION:

The engineering staff requests that the city council discuss and provide direction regarding the process to designate and surplus the excess right-of-way ROW in the curb and gutter exception area (old town). Additionally, Council may wish to discuss if any changes should be made in the curb gutter exception area.

ISSUE BEFORE COUNCIL:

Should the Council consider changes to the curb and gutter exception area rules and if so, what should the process be for surplus/vacating property that is currently designated as public right-of way in that area?

BACKGROUND/SUMMARY:

Much of the ROW in the older parts of Herriman was established before Herriman was incorporated as a city. The old “blocks” anticipated wide roadway and much of the preserved rights of way are nearly 100 feet in width. Curb, gutters, and sidewalks are required to be installed in all new subdivisions per §10-28-15 of the city code. In 2017, the city council adopted an exception to the requirement as follows:

§10-28-15C.1: The improvements required by this section shall not apply to those properties within the area shown on the curb and gutter exception map approved by the City. Modified improvements shall be installed on these properties as found in City standards and specifications. This exception applies to those properties which front along existing, paved, public roads.

DISCUSSION:

The process of what to do with excess ROW for development in the curb and gutter exception area for new developments was not finalized when the ordinance was adopted. As development has occurred in this area there have been requests to surplus the unneeded portions of ROW to the adjacent property owners. Additionally, property owners that have existing homes in the area have also requested that the excess property be given to them. There are concerns from staff that

if the ROW is abandoned in a piecemeal fashion. Staff believes that there are some options available to help ensure the proper amount of ROW is preserved at the correct location, as discussed below:

ALTERNATIVES:

OPTION 1: Recommended Option

This option would require that ROW be vacated for the entire block length in the area. This would require that staff prepare a legal description of the centerline for all roads in the curb and gutter exception area. When a resident requests that the ROW be vacated adjacent to their property the policy would require the property owner to work with their neighbors to get all necessary survey work completed for the city to vacate the unneeded portions of the ROW. This option provides a way to vacate the unneeded ROW in a manner that is not entirely a piecemeal approach.

OPTION 2:

This option provides a plan to vacate all unnecessary ROW in the curb and gutter exception area in a single process. A comprehensive roadway plan for the curb and gutter exception area could be created. This would require a boundary survey to be completed for each property within the boundary of the area and a preliminary design of the roadway. Deeds with legal descriptions for each property deemed as surplus would be created. The surplus property process would need to be followed and once approved by the city council the deeds could be recorded with Salt Lake County. This option would not require any additional requests from property owners to surplus the unneeded ROW and could be completed in a single process or phased over several years.

OPTION 3:

This option most closely follows the surplus process we have followed for ROW vacation requests. Staff will address each ROW vacation request individually by requiring the requestor to obtain a survey of their property to prepare deeds for the ROW to be vacated. The request would then be presented to the city council, a public hearing held, and the council could decide whether to abandon the existing ROW. It is desired that the road centerline be clearly defined for this option, similar to Option 2.

The council may elect to review the curb and gutter exception code and discuss any of the following:

- 1) Does the rural road cross-section meet the desires of the residents in the exception area?
- 2) Does the exception area boundary make sense?
- 3) Are there other right-of-way improvements that should be required in the exception area?
- 4) How do we manage new development that is required to construct right-of-way improvements in the exception area that are not adjacent to right-of-way that does not have any improvements?

FISCAL IMPACT

Option 1 is anticipated to have minimal cost. Engineering staff will use GIS data to establish a road centerline and prepare a template for future development projects to follow in the area. All costs associated with boundary survey and preparation of legal descriptions would be the responsibility of the landowner(s) requesting the ROW abandonment

Option 2 would require the city to contract with a surveyor to conduct boundary work and is anticipated to cost in excess of \$100,000.

The anticipated cost for Option 3 is similar to Option 1.

ATTACHMENTS:

- 1) Curb and Gutter Exception Adopted Ordinance

HERRIMAN, UTAH
ORDINANCE NO. 2015-32

**15S15– HERRIMAN CITY – TEXT CHANGE TO ADD A CURB AND GUTTER
EXCEPTION IN THE DESIGNATED AREA**

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

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

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

WHEREAS, notice of the Planning Commission public hearing on the land use ordinance text change was published on June 8, 2015, noticing of the June 18, 2015, public hearing at 7:00 p.m.; and

WHEREAS, the Planning Commission recommended approval of the land use ordinance text change in the meeting held on June 18, 2015, at 7:00 p.m. in the Community Center; and

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

WHEREAS, the City Council public meeting on September 23, 2015, was held at 7:00 p.m.; and

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

NOW THEREFORE, be it ordained by the Herriman City Council that the following text change be adopted as a change to the land use ordinance of the City, and that the attached map be adopted as the official Curb and Gutter Exception Map, and that Sheet RD-01D be adopted as an amendment to the Herriman City Development Standards: (*the underlined text is the new wording and the strikethrough text is to be deleted*)

11-7-8: CURBS, GUTTERS, SIDEWALKS AND PARK STRIPS:

A. Type; Thickness: Curbs and gutters on all streets shall be concrete of the standard high back type unit, not less than two feet six inches (2'6") in overall width, and not less than seven inches

(7") thick where the curb abuts the street pavement.

B. Curb Corners: All curb corners shall have a radius of not less than twenty five feet (25').

C. Installation Required: The subdivider shall install curbs, gutters and sidewalks on existing and proposed streets in all subdivisions.

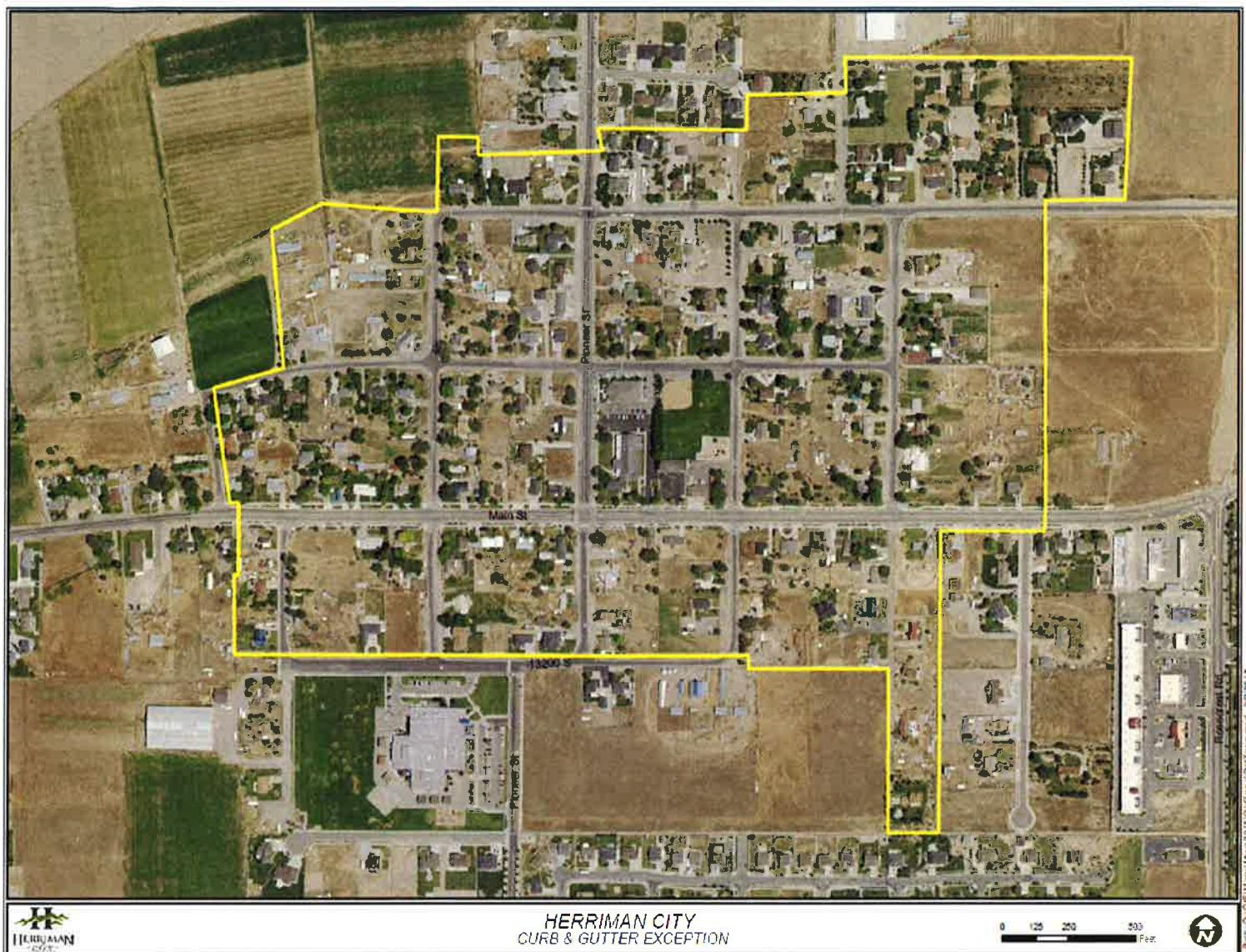
1. Exception: The improvements required by this section shall not apply to those properties within the area on the Curb and Gutter Exception Map approved by the City. These properties shall install modified improvements as found in the City standards. This exception applies to those properties which front along existing, paved, public roads. The exception does not apply to property that fronts 6000 West, Main Street, or 6400 West.

D. Landscaping Required: The subdivider shall install landscaping in the area between the curb and sidewalks. The type and amount of landscaping required shall be at the discretion of the community development director and shall vary within the development. as required in Title 9, Chapter 4, Landscaping.

E. Materials Used For Landscaping: The plants and other landscaping material that best serve the intended functions shall be used. Landscaping material shall be appropriate for local environment, soil conditions and availability of water.

F. Exceptions:

G. Dedication Of Additional Rights Of Way: All subdivisions shall dedicate additional rights of way as dictated by the city transportation master plan.

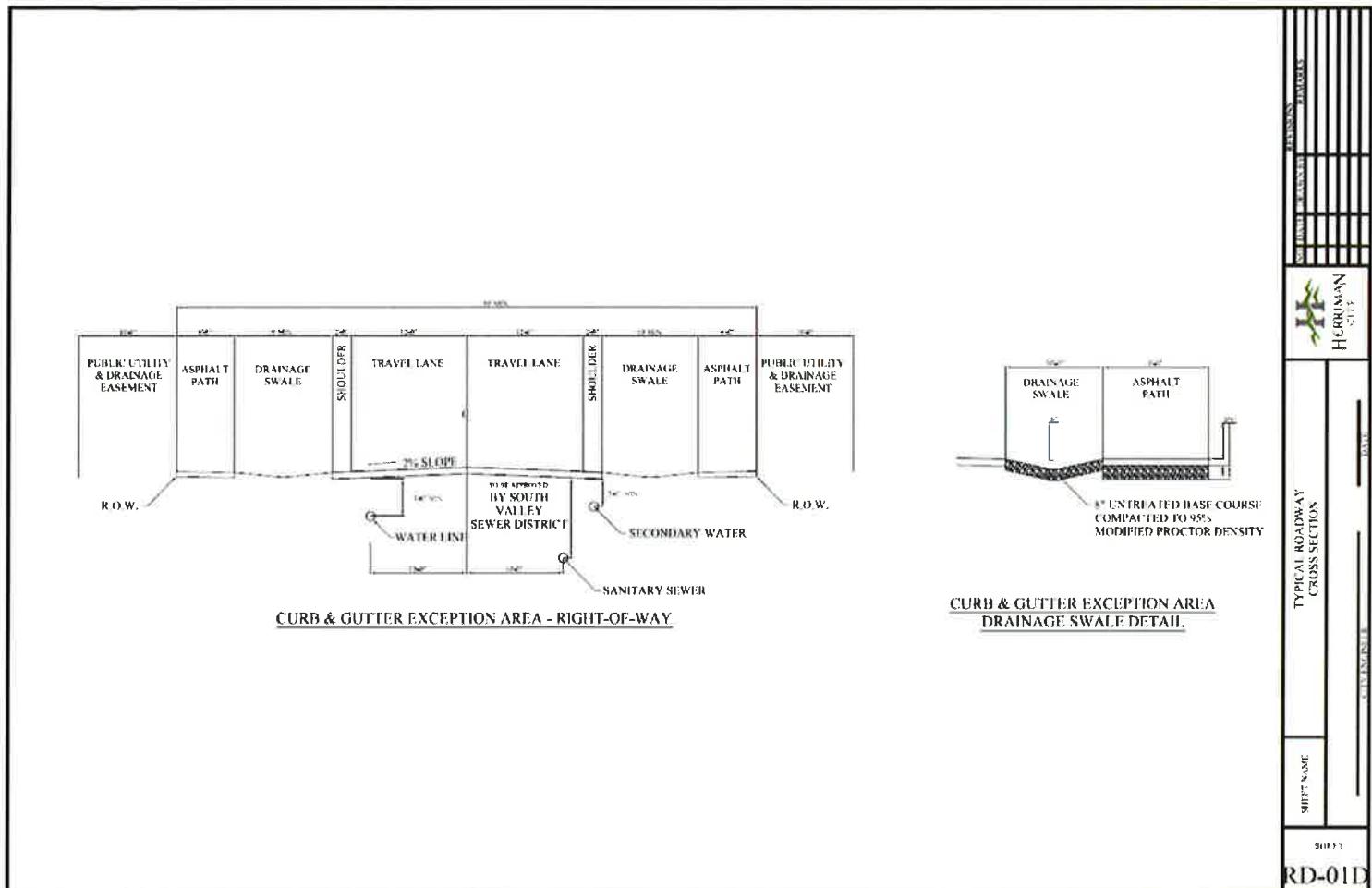


HERRIMAN CITY
CURB & GUTTER EXCEPTION

0 125 250 500 Feet



Printed by Geospatial Solutions, Inc. on 9/2/2015



PASSED AND APPROVED this 23rd day of September, 2015.

HERRIMAN

ATTEST:

Carmen Freeman
Mayor Carmen Freeman

Jackie Nostrom
Jackie Nostrom, City Recorder



Herriman City

ORDINANCE NUMBER: 2015-32

SHORT TITLE: AN ORDINANCE AUTHORIZING A TEXT CHANGE TO ADD A CURB AND GUTTER EXCEPTION IN THE DESIGNATED AREAS, THE CURB AND GUTTER EXCEPTION MAP AND THE TYPICAL ROAD WAY CROSS SECTION

PASSAGE BY THE CITY COUNCIL OF HERRIMAN CITY ROLL CALL

NAME	MOTION	SECOND	FOR	AGAINST	OTHER
Carmen Freeman			X		
Mike Day			X		
Matt Robinson		X	X		
Craig B. Tischner			X		
Coralee Wessman-Moser	X		X		
	TOTALS		5	0	0

This ordinance was passed by the City Council of Herriman City, Utah on the 23rd day of September, 2015, on a roll call vote as described above.

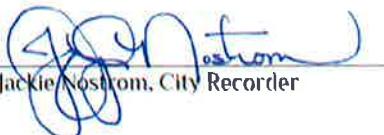
ORDINANCE NO. 2015-32

CITY RECORDER'S CERTIFICATE AND ATTESTATION

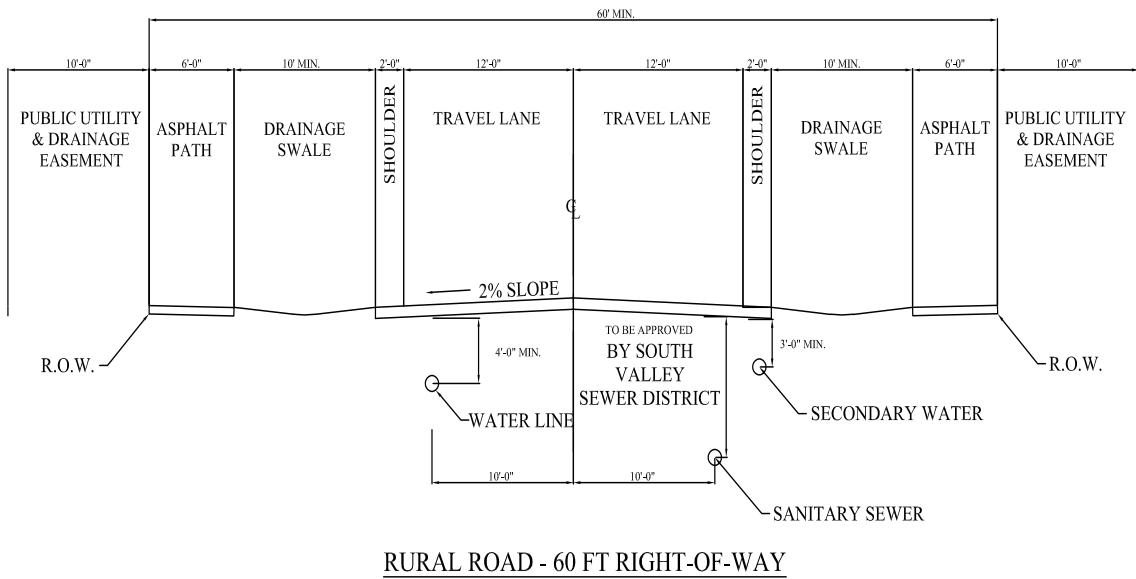
This ordinance was recorded in the office of the Herriman City Recorder on the 23rd day of September, 2015, with a short summary being published on the 29th day of September, 2015, in the *Salt Lake Tribune and Deseret News*, newspapers published in Salt Lake City, Utah. I hereby certify and attest that the foregoing constitutes a true and accurate record of proceedings with respect to Ordinance Number 2015-32.



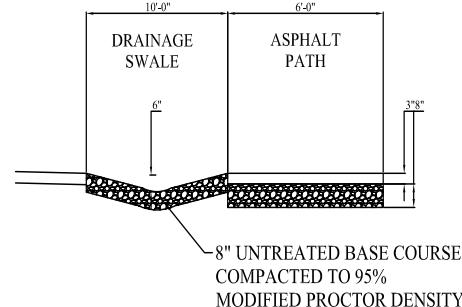
Signed this 29th day of September, 2015



Jackie Nostrom, City Recorder



RURAL ROAD DRAINAGE SWALE DETAIL



**TYPICAL ROADWAY
RURAL CROSS SECTION**



STAFF REPORT

DATE: April 04, 2023

TO: The Honorable Mayor and City Council

FROM: Nathan Cherveski

SUBJECT: Creation of a City Council Education Subcommittee

RECOMMENDATION:

Discuss the desire to form a council subcommittee to meet regularly with representatives for the Jordan School District Board covering our area and other education groups

ISSUE BEFORE COUNCIL:

Should the Council form an education subcommittee?

BACKGROUND/SUMMARY:

Councilor Ohrn requested that the Council discuss whether to form an education subcommittee or not. Two councilors would meet regularly with the JSD Board representatives for Herriman.

DISCUSSION:

ALTERNATIVES:

FISCAL IMPACT:

ATTACHMENTS:



STAFF REPORT

DATE: March 15, 2023

TO: The Honorable Mayor and City Council

FROM: Amy Stanger

SUBJECT: Approval of the monthly financial summary for February 2023

RECOMMENDATION:

Staff recommends approval of the financial summary.

ISSUE BEFORE COUNCIL:

Should the Mayor and City Council accept the financial summary as presented?

BACKGROUND/SUMMARY:

Finance staff have prepared the attached financial summary for February 2023. Financial reports are prepared after all month-end reconciliations and entries have been completed and a thorough review of the statements have been done by City staff. A summary narrative is included, which discloses any significant trends or concerns identified by staff. 66.67% of the budget year has elapsed.

DISCUSSION:

N/A

ALTERNATIVES:

The Mayor and City Council may choose to not accept the financial summary as presented.

ATTACHMENTS:

Financial Summary



February 2023 Financial Report

66.67% of the Fiscal Year has Elapsed

The attached financial report represents transactions posted to the City's accounting system through February 2023. Overall, there are no major exceptions to report in regards to fiscal year 2023 actuals to budget. All departments and funds are within their budgeted allotments.

The Finance Director has a number of long-range financial concerns of the City. While the focus of this report is on the current fiscal year, staff are working on the following long-range projects:

- Fiscal year 2024 budget "rebuild" - Finance staff will be meeting with each City Department in March to discuss their approved fiscal year 2024 budget. Due to the state mandate restricting development-related revenues to development-related expenses, Finance staff are expecting a General Fund budget shortfall for fiscal year 2024. Staff is planning on meeting with the City Council in April and May to discuss the overall fiscal year 2024 budget and its challenges.
- 5- and 10-year sustainability plans—Finance staff and City Administration are working on updating the City's long-range plans. Work has been delayed due to other more pressing finance-related issues and the low number of professional staff within the finance department (Finance Director, Accountant II, and Accountant I (1/2)).
- Water rate study—The City began a water rate study in February. The consultant believes the study will be complete by June 2023. City staff will need to have multiple meetings with the City Council to 1) Apprise them of the current financial situation of the water fund, 2) Discuss recommended changes to the City's current rate structure, and 3) What increases will be needed to fund operating and capital needs of the fund.
- Storm water rates—Current storm water rates are barely meeting operating needs, and City staff have previously recommended denial of requests from the Public Works department relating to personnel operating needs within the department. The Engineering Department has identified a number of system deficiencies that need to be corrected in the long-term. Existing construction agreements will force the fund into negative fund balance (but City staff are looking at alternative funding mechanisms for these agreements). The Finance Director has asked the Engineering Department to compile all known system deficiencies so he can perform an analysis to recommend rate increases that will begin to address these system deficiencies. The Storm Water Master Plan also needs to be updated, and a more formal rate study done after that is completed.

Fund	Status	Notes
General (Excluding Police)		Overall, 56% of the budget has been expended (excluding transfers) and 51% of budgeted revenues have been received (excluding transfers). The City has only received 43% of budgeted licenses and permits. This is 69% of the licenses and permits received in the prior year. Beginning this year, the State Auditor is requiring development-related revenue to be "matched" against development-related expenditures. Any excess in revenue must be restricted at the end of the fiscal year. Because of this, while staff is closely monitoring this decrease in revenue, staff does not believe development-related expenditures will exceed corresponding revenue.
General-Police		The Police Department has received 65% of budgeted revenues and has spent 62% of budgeted expenditures. As mentioned in previous City Council meetings, staff is concerned about future expenditure growth in the Police Department's budget outpacing property tax revenue increases from the HCSEA. In April, City staff will discuss the upcoming challenges facing the HCSEA and Police Department.



February 2023 Financial Report

Fund	Status	Notes
Impact Fee Funds		Finance staff have been working on identifying and tracking all outstanding agreements and contracts for infrastructure improvements. Because of this, fund balance numbers contained in the report should not be relied upon as "funds available to spend."
Street Lights/ Street Signs		No issues or notable items to report. City staff anticipate the elimination of this fund in future fiscal years.
Debt Service		No issues or notable items to report. Fund balance consists of restricted funds (state grant) to be used for debt service on the 2021 Sales Tax Revenue Bonds (Herriman Main St Widening).
Herriman City Special Enforcement Area		The fund's major tax distributions occurred in November and December (with a final reconciliation occurring in March). Property tax revenue forecasts were adjusted with the last budget amendment, and Finance Staff expect the updated budgets to be met.
Herriman City Fire Service Area		The Service Area began receiving property tax distributions in November. The majority of property tax revenue will be received in November and December (with a final reconciliation occurring in March).
CRA/CDA Funds		Property tax distributions occur in December and March. The majority of agreements are executed after the final property tax occurs. The City has processed sales tax incentive reimbursements in the Anthem CRA. A new fund (Herriman North CRA) was created to account for the property tax settlement agreement with former property owners in the Automall area.
Capital Projects		All projects are within their budgeted allotments.
Water		Billed revenue is 10% above the prior year (largely due to an exceptionally hot August). The fund has run operating deficits for a number of years, and more capital projects are being paid out of this fund (because they are not impact fee eligible). See page 1 for more detail on the fee rate study that is underway.
Water Rights Fee Fund		No issues or notable items to report.
Water Impact Fee		The water impact fee fund currently shows a negative ending fund balance due to "placeholders" for the East Herriman Zone 2 & 3 project and Herriman Main Street Widening project. The IFFP allows a certain portion of the project to be paid by impact fees. However, the City's intention is to use bond proceeds first. Impact fees will only be used if bond proceeds are not sufficient to fund the project.
Storm Water		No major budgeted exceptions to report. However, the fund is anticipated to end the fiscal year with a negative fund balance due to an outstanding agreement (City staff are looking at an alternate funding sources to complete this reimbursement agreement). See page 1 for more information regarding the "action plan" for this fund.

Herriman City Budget Versus Actual Report - February 2023

General Fund (Excluding ARPA Fund)							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Taxes	1,349,563	7,946,059	16,661,020	8,714,961	48%	7,480,719	106%
Licenses & Permits-Building	966,092	2,544,480	6,110,215	3,565,735	42%	3,781,250	67%
Licenses & Permits-Other	33,808	158,515	227,393	68,878	70%	149,364	106%
Intergovernmental	-	1,139,460	1,926,081	786,621	59%	1,422,085	80%
Parks & Recreation District Fee	88,567	719,600	1,069,369	349,769	67%	671,846	107%
Charges for Services-Parks & Rec	24,513	203,850	358,945	155,095	57%	289,148	71%
Charges for Services-Arts Council	9,000	58,409	53,000	(5,409)	110%	59,044	99%
Charges for Services-Events	482	32,342	207,800	175,458	16%	41,576	78%
Charges for Services-Other	18,175	167,431	258,609	91,178	65%	189,583	88%
Fines and Forfeitures	20,241	135,946	250,000	114,054	54%	107,359	127%
Police Revenue	26,324	172,978	951,230	778,252	18%	167,845	103%
Animal Control Revenue	2,890	24,167	45,400	21,233	53%	27,553	88%
Public Safety Impact Fee	75,490	159,425	400,000	240,575	40%	272,606	58%
Miscellaneous	423,736	828,569	407,088	(421,481)	204%	445,505	186%
Lease Proceeds	-	-	600,000	600,000	0%	235,392	0%
Budgeted Use of Fund Balance	-	-	1,391,894	1,391,894	0%	-	0%
Transfer In - Hi Country II	-	163,235	163,235	-	100%	-	0%
Transfer In - Fire Service Area	54,167	989,664	1,206,328	216,664	82%	-	0%
Transfer In - HCSEA	710,000	6,463,000	9,303,000	2,840,000	69%	6,900,000	94%
Total General Fund Revenue	\$ 3,803,048	\$ 21,907,130	\$ 41,590,607	\$ 19,683,477	53%	\$ 22,240,875	98%
Expenditures							
General and Administration	530,919	3,511,262	5,998,171	2,486,909	59%	2,882,866	122%
Public Works and Operations	644,818	4,541,493	7,134,713	2,593,220	64%	2,214,532	205%
Parks, Recreation, and Events	377,767	2,882,578	5,885,783	3,003,205	49%	2,980,155	97%
Community Development	243,431	2,075,371	4,036,725	1,961,354	51%	2,220,952	93%
Police	1,333,626	6,649,467	10,755,544	4,106,077	62%	5,784,421	115%
Animal & Community Services, Emergency Management	88,558	427,153	880,660	453,507	49%	260,844	164%
Transfers Out	319,786	5,465,166	6,899,011	1,433,845	79%	2,800,000	195%
Total Expenditures	\$ 3,538,905	\$ 25,552,490	\$ 41,590,607	\$ 16,038,117	61%	\$ 19,143,770	133%
Excess of Revenues Over (Under) Expenditures	\$ 264,143	\$ (3,645,360)	\$ -			\$ 3,097,105	

1 The City has received six months of property tax, motor vehicle tax, and franchise tax collections. The first sales tax collection occurred in September (sales tax, municipal telephone tax, and transient room tax are received two months in arrears).

2 The majority of the excess miscellaneous revenue is interest income. Cash balances are higher than anticipated in FY2023 budget projections, and interest rates are above expectations. Finance also changed the methodology for distributing interest income to ensure fund fairness.

Fund Balance Available (Unrestricted)					
	FY2020	FY2021	FY2022 (Actual)	FY2023 (Budget)	FY2024 (Budget)
Beginning Balance	4,998,323	4,723,752	2,829,134	7,971,394	\$ 6,579,500
Addition (Use of)	(274,571)	(1,894,618)	5,142,260	(1,391,894)	(363,092)
Ending Balance	\$ 4,723,752	\$ 2,829,134	\$ 7,971,394	\$ 6,579,500	\$ 6,216,408
% of revenues	23%	11%	31%	22%	20%
Public Safety Impact Fee Balance	97,066	369,742	738,265	1,138,265	1,563,265
(State Maximum Amount Allowed - 35%)					

Herriman City Budget Versus Actual Report - February 2023

General Fund Tax Revenue Detail							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Sales Tax	1,040,293	5,818,979	12,449,226	6,630,247	47%	4,847,519	120%
Sales Tax-Transportation	92,120	522,269	724,167	201,898	72%	435,640	120%
Property Tax	1,521	244,622	712,637	468,015	34%	1,194,168	20%
Franchise Tax (Energy/Cable)	198,233	1,492,472	2,471,680	979,208	60%	933,630	160%
Municipal Telephone Tax	11,848	68,788	162,275	93,487	42%	63,151	109%
Transient Room Tax	832	7,768	10,000	2,232	78%	6,611	118%
Motor Vehicle Fees	4,716	(208,839)	131,035	339,874	-159%	-	0%
	\$ 1,349,563	\$ 7,946,059	\$ 16,661,020	\$ 8,714,961	174%	\$ 7,480,719	106%

Herriman City Budget Versus Actual Report - February 2023

	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Personnel	1,104,437	7,434,010	12,484,500	5,050,490	60%	6,962,714	107%
Operating Expenditures	203,417	3,749,624	7,622,737	3,873,113	49%	3,497,213	107%
Capital Outlay	592,530	2,800,826	4,149,329	1,348,503	68%	500,851	559%
Administrative Chargeback	(103,449)	(973,756)	(1,201,174)	(227,418)	81%	(662,273)	147%
Transfers to Other Funds	319,786	5,465,166	6,899,011	1,433,845	79%	2,800,000	195%
Total General Fund Expenditures	\$ 2,116,721	\$ 18,475,870	\$ 29,954,403	\$ 11,478,533	62%	\$ 13,098,505	141%

1 Sales tax, municipal telephone tax, and transient room tax is received two months after receipt at point of sale. The City's first distribution for FY2023 was in September 2022.

2 Property tax, franchise tax, and motor vehicle fees are received one month after payment is made. The City's first distribution for FY2023 was in August 2022. The majority of property tax will be received in November and December. Property tax was recalculated using the 2022 rate from January - September. \$221,119 in property tax and \$335,209 in motor vehicle in lieu was transferred from the Fire Safety Area to the General Fund.

3 This fee is charged to the Enterprise Funds for their use of resources paid for by the General Fund (mainly personnel). The chargeback is based on actual costs incurred.

Herriman City Budget Versus Actual Report - February 2023

General Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
General and Administration							
Legislative							
Personnel	14,131	116,365	177,000	60,635	66%	107,650	108.1%
Operating Expenditures	11,878	122,636	274,350	151,714	45%	126,527	96.9%
Administrative Chargeback	(2,209)	(20,703)	-	20,703	0%	-	0%
Total City Council	23,800	218,298	451,350	233,052	48%	234,177	93.2%
Planning Commission							
Personnel	1,978	14,099	22,500	8,401	63%	13,260	106%
Operating Expenditures	-	-	10,100	10,100	0%	1,001	0%
Total Planning Commission	1,978	14,099	32,600	18,501	43%	14,261	98.9%
Administration							
Personnel	86,840	348,701	462,500	113,799	75%	312,530	112%
Operating Expenditures	4,228	37,101	169,291	132,190	22%	29,629	125%
Administrative Chargeback	(4,969)	(36,757)	(53,633)	(16,876)	69%	(20,749)	177%
Total Administration	86,099	349,045	578,158	229,113	60%	321,410	108.6%

Herriman City Budget Versus Actual Report - February 2023

General Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Economic Development							
Personnel	61,926	167,265	335,000	167,735	50%	162,055	103%
Operating Expenditures	1,670	38,583	127,150	88,567	30%	27,357	141%
Total Economic Development	63,596	205,848	462,150	256,302	45%	189,412	108.7%
Legal							
Personnel	34,159	262,991	439,000	176,009	60%	142,512	185%
Operating Expenditures	(20,284)	83,199	167,300	84,101	50%	52,073	160%
Administrative Chargeback	(577)	(32,994)	(239,200)	(206,206)	14%	(56,587)	58%
Total Legal	13,298	313,196	367,100	53,904	85%	137,998	227.0%
Human Resources							
Personnel	24,749	187,500	342,000	154,500	55%	155,833	120%
Operating Expenditures	11,975	270,602	408,950	138,348	66%	137,880	196%
Administrative Chargeback	(4,207)	(72,149)	(97,976)	(25,827)	74%	(32,771)	220%
Total Human Resources	32,517	385,953	652,974	267,021	59%	260,942	147.9%
Finance							
Personnel	43,910	446,354	718,000	271,646	62%	396,144	113%
Operating Expenditures	2,654	58,041	54,000	(4,041)	107%	40,591	143%
Credit Card Transaction Fees	18,309	159,514	180,000	20,486	89%	135,812	117%
Capital Expenditures	-	549	50,000	49,451	1%	-	0%
Administrative Chargeback	(10,598)	(242,994)	(218,930)	24,064	111%	(224,950)	108%
Total Finance	54,275	421,464	783,070	361,606	54%	347,597	121.3%
Justice Court							
Personnel	46,845	234,042	540,500	306,458	43%	166,967	140%
Operating Expenditures	5,514	25,381	50,993	25,612	50%	9,874	257%
Total Justice Court	52,359	259,423	591,493	332,070	44%	176,841	146.7%
City Recorder							
Personnel	52,108	254,809	360,000	105,191	71%	218,783	116%
Operating Expenditures	1,264	30,386	90,087	59,701	34%	95,643	32%
Administrative Chargeback	(2,452)	(18,931)	(29,661)	(10,730)	64%	(14,593)	130%
Total City Recorder	50,920	266,264	420,426	154,162	63%	299,833	88.8%
Customer Service							
Personnel	75,808	271,110	351,750	80,640	77%	211,553	128%
Operating Expenditures	363	3,688	8,550	4,862	43%	3,232	114%
Administrative Chargeback	(15,713)	(133,064)	(203,777)	(70,713)	65%	(119,681)	111%
Total Customer Service	60,458	141,734	156,523	14,789	91%	95,104	149.0%
Information Technology							
Personnel	27,211	257,734	430,000	172,266	60%	242,269	106%
Operating Expenditures	11,185	131,394	205,500	74,106	64%	114,920	114%
Software (Licensing & Support)	4,474	169,591	205,000	35,409	83%	209,662	81%
Capital Outlay	1,350	89,795	120,000	30,205	75%	28,967	310%
Administrative Chargeback	(3,822)	(57,788)	(70,251)	(12,463)	82%	(35,394)	163%
Total Information Technology	40,398	590,726	890,249	299,523	66%	560,424	105.4%
Communications							
Personnel	76,011	272,924	370,500	97,576	74%	219,942	124%
Operating Expenditures	3,655	160,773	322,100	161,327	50%	70,085	229%
Administrative Chargeback	(28,445)	(88,485)	(80,522)	7,963	110%	(45,160)	196%
Total Communications	51,221	345,212	612,078	266,866	56%	244,867	141.0%
Total General and Administration	530,919	3,511,262	5,998,171	2,486,909	59%	2,882,866	121.8%
Public Works and Operations							
Facilities							
Personnel	36,822	263,673	481,500	217,827	55%	311,390	85%
Operating Expenditures	20,098	201,311	405,278	203,967	50%	165,448	122%
Capital Outlay	-	56,931	75,040	18,109	76%	-	0%
Administrative Chargeback	(3,986)	(37,289)	(41,600)	(4,311)	90%	(14,580)	256%
Total Facilities	52,934	484,626	920,218	435,592	53%	462,258	104.8%
Fleet Management							

Herriman City Budget Versus Actual Report - February 2023

General Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Personnel	27,726	229,126	387,500	158,374	59%	205,253	112%
Operating Expenditures	1,309	19,725	106,165	86,440	19%	13,235	149%
Administrative Chargeback	(5,160)	(38,614)	-	38,614	0%	-	0%
Total Fleet Management	23,875	210,237	493,665	283,428	43%	218,488	96.2%
Streets							
Personnel	44,509	372,412	678,500	306,088	55%	436,539	85%
Operating Expenditures	20,768	339,800	605,621	265,821	56%	181,500	187%
Crack and Chip Seal	-	1,683,219	2,197,500	514,281	77%	36,699	4587%
Capital Outlay	426,687	674,016	844,423	170,407	80%	379,431	178%
Total Streets	491,964	3,069,447	4,326,044	1,256,597	71%	1,034,169	296.8%
Snow Removal							
Personnel	9,126	93,923	70,000	(23,923)	134%	42,317	222%
Operating Expenditures	17,312	113,521	140,775	27,254	81%	47,869	237%
Total Snow Removal	26,438	207,444	210,775	3,331	98%	90,186	230.0%
Street Signs							
Personnel	6,450	58,788	66,000	7,212	89%	56,314	104%
Operating Expenditures	455	11,088	49,485	38,397	22%	16,070	69%
Total Street Signs	6,905	69,876	115,485	45,609	61%	72,384	96.5%
Street Lights							
Personnel	22,872	190,724	317,000	126,276	60%	183,899	104%
Operating Expenditures	19,830	309,139	681,526	372,387	45%	153,148	202%
Capital Outlay	-	-	70,000	70,000	0%	-	0%
Total Street Lights	42,702	499,863	1,068,526	568,663	47%	337,047	148.3%
Total Public Works and Operations	644,818	4,541,493	7,134,713	2,593,220	64%	2,214,532	205.1%
Parks, Recreation, and Events							
Community Events and Recreation							
Personnel	38,100	340,961	660,000	319,039	52%	395,788	86%
Operating Expenditures	2,348	54,397	117,305	62,908	46%	59,234	92%
City Events	2,313	129,343	353,600	224,257	37%	143,106	90%
Capital Outlay	-	-	17,678	17,678	0%	7,588	0%
Total Community Events and Recreation	42,761	524,701	1,148,583	623,882	46%	605,716	86.6%
Arts & Cultural Development							
Personnel	-	112	17,750	17,638	1%	6,216	2%
Operating Expenditures	1,277	47,944	110,600	62,656	43%	67,125	71%
Capital Outlay	-	65,606	65,606	-	100%	-	0%
Total Arts & Cultural Development	1,277	113,662	193,956	80,294	59%	73,341	155.0%
Cemetery							
Personnel	1,442	14,432	31,000	16,568	47%	6,442	224%
Operating Expenditures	613	13,009	22,350	9,341	58%	7,049	185%
Capital Outlay	-	-	18,300	18,300	0%	-	0%
Total Cemetery	2,055	27,441	71,650	44,209	38%	13,491	203.4%

Herriman City Budget Versus Actual Report - February 2023

General Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Parks							
Personnel	118,426	987,155	1,643,000	655,845	60%	924,750	107%
Operating Expenditures	48,755	1,044,434	2,233,326	1,188,892	47%	1,314,691	79%
Capital Outlay	164,493	185,185	595,268	410,083	31%	48,166	384%
Total Parks	331,674	2,216,774	4,471,594	2,254,820	50%	2,287,607	96.9%
Total Parks, Recreation, and Events	377,767	2,882,578	5,885,783	3,003,205	49%	2,980,155	96.7%
Community Development							
Building Services							
Personnel	90,357	647,438	1,018,000	370,562	64%	613,338	106%
Operating Expenditures	4,380	67,067	149,989	82,922	45%	82,029	82%
Capital Outlay	-	9,136	59,125	49,989	15%	-	0%
Total Building Services	94,737	723,641	1,227,114	503,473	59%	695,367	104.1%
Planning & Development							
Personnel	45,616	383,543	748,500	364,957	51%	403,769	95%
Operating Expenditures	173	11,850	80,475	68,625	15%	13,424	88%
Total Planning & Development	45,789	395,393	828,975	433,582	48%	417,193	94.8%
Engineering							
Personnel	87,423	756,092	1,346,500	590,408	56%	754,073	100%
Operating Expenditures	3,743	73,659	193,770	120,111	38%	158,992	46%
Administrative Chargeback	(17,219)	(153,134)	(147,640)	5,494	104%	(92,864)	165%
Total Engineering	73,947	676,617	1,392,630	716,013	49%	820,201	82.5%
GIS							
Personnel	29,892	261,737	470,500	208,763	56%	273,128	96%
Operating Expenditures	3,158	22,448	99,101	76,653	23%	20,007	112%
Capital Outlay	-	36,389	36,389	-	100%	-	0%
Administrative Chargeback	(4,092)	(40,854)	(17,984)	22,870	227%	(4,944)	826%
Total GIS	28,958	279,720	588,006	308,286	48%	288,191	97.1%
Total Community Development	243,431	2,075,371	4,036,725	1,961,354	51%	2,220,952	93.4%
Transfers to Other Funds							
Transfer to Debt Service Fund	-	1,500,000	1,500,000	-	100%	1,500,000	100%
Transfer to Capital Projects Fund	319,786	2,657,344	4,074,011	1,416,667	65%	-	0%
Transfer to Public Works Facility Fund	-	1,300,000	1,300,000	-	100%	1,300,000	100%
Transfer to Herriman North CRA	-	7,822	25,000	17,178	31%	-	0%
Total Transfers to Other Funds	319,786	5,465,166	6,899,011	1,433,845	79%	2,800,000	195.2%
Total General Fund Expenditures	\$ 2,116,721	\$ 18,475,870	\$ 29,954,403	\$ 11,478,533	62%	\$ 13,098,505	141.1%

1 The Finance Department's operating expenditures are at 107% of budget due to a payment for the City's external audit. Total expenditures for the department are expected to remain under budget for the fiscal year.

2 The Finance Department is recalculating the basis for all Administrative Chargebacks to reflect actual costs to be charged back to various Enterprise Fund departments.

3 The GIS Department's capital equipment purchase was completed in July.

Herriman City Budget Versus Actual Report - February 2023

General Fund - Police							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Grants	24,203	109,423	175,200	65,777	62%	110,768	99%
Student Resource Officers	-	-	325,000	325,000	0%	-	0%
Lease Proceeds	-	-	-	-	0%	-	0%
Miscellaneous	2,121	63,555	77,200	13,645	82%	57,077	111%
Transfer From HCSEA	710,000	6,463,000	9,303,000	2,840,000	69%	6,900,000	94%
Budgeted Use of Fund Balance	-	-	373,830	373,830	0%	-	0%
Total Police Revenue	\$ 736,324	\$ 6,635,978	\$ 10,254,230	\$ 3,618,252	65%	\$ 7,067,845	94%
Expenditures							
Personnel	555,772	4,652,892	7,387,069	2,734,177	63%	4,568,729	102%
Operating	111,641	784,598	1,295,555	510,957	61%	532,821	147%
Operating-Dispatch	-	309,017	314,000	4,983	98%	229,201	135%
Capital Outlay	666,213	902,960	1,758,920	855,960	51%	453,670	199%
Total Expenditures	\$ 1,333,626	\$ 6,649,467	\$ 10,755,544	\$ 4,106,077	62%	\$ 5,784,421	115%
Excess of Revenues Over (Under) Expenditures	\$ (597,302)	\$ (13,489)	\$ (501,314)			\$ 1,283,424	
Public Safety Impact Fee	75,490	159,425	400,000	240,575	40%	272,606	58%

1 Dispatch expenses are paid semi-annually and have been paid for the remainder of the year.

Herriman City Budget Versus Actual Report - February 2023

General Fund - Animal Services, Community Services, Emergency Management

	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Animal Services Fee	2,890	24,037	44,900	20,863	54%	26,938	89%
Animal Services Donation	-	130	500	370	26%	615	21%
Transfer From General Fund	69,756	657,548	936,574	279,026	70%	-	0%
Total Revenue	\$ 72,646	\$ 681,715	\$ 981,974	\$ 300,259	69%	\$ 27,553	2474.2%
Expenditures							
Animal Services							
Personnel	20,445	173,141	282,000	108,859	61%	175,788	98%
Operating	3,704	37,797	72,139	34,342	52%	42,505	89%
Capital Outlay	-	-	116,678	116,678	0%	-	0%
Total Animal Services	\$ 24,149	\$ 210,938	\$ 470,817	\$ 259,879	45%	\$ 218,293	96.6%
Community Services							
Personnel	12,548	105,249	167,000	61,751	63%	-	0%
Operating	1,392	31,117	62,650	31,533	50%	-	0%
Capital Outlay	49,756	76,586	115,148	38,562	67%	-	0%
Total Community Services	\$ 63,696	\$ 212,952	\$ 344,798	\$ 131,846	62%	\$ -	0.0%
Emergency Services							
Personnel	527	606	35,600	34,994	2%	23,402	3%
Operating	186	2,657	29,445	26,788	9%	19,149	14%
Total Emergency Management	\$ 713	\$ 3,263	\$ 65,045	\$ 61,782	5%	\$ 42,551	7.7%
Total Expenditures	\$ 88,558	\$ 427,153	\$ 880,660	\$ 453,507	49%	\$ 260,844	163.8%
Excess of Revenues Over (Under) Expenditures	\$ (15,912)	\$ 254,562	\$ 101,314			\$ (233,291)	

1 New department for FY2023 - Costs formerly included in the Planning Department's budget.

1

Herriman City Budget Versus Actual Report - February 2023

General Fund - ARPA

	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
ARPA Funds	-	2,401,824	2,401,824	-	100%	2,401,824	100%
Interest Income	6,014	55,459	-	(55,459)	0%	-	0%
Use of Fund Balance	-	-	2,232,403	2,232,403	0%	-	0%
Total ARPA Fund Revenue	\$ 6,014	\$ 2,457,283	\$ 4,634,227	\$ 2,176,944	53%	\$ 2,401,824	102.3%
Expenditures							
Operating	-	-	-	-	0%	-	0%
Capital Projects	18,763	717,777	4,634,227	3,916,450	15%	-	0%
Total Expenditures	\$ 18,763	\$ 717,777	\$ 4,634,227	\$ 3,916,450	15%	\$ -	0.0%
Excess of Revenues Over (Under) Expenditures	\$ (12,749)	\$ 1,739,506	\$ -			\$ 2,401,824	

1 2nd tranche of ARPA funds received August 2022.

	Fund Balance Available			
	FY2021	FY2022 (Actual)*	FY2023 (Budget)	FY2024 (Budget)
Beginning Balance	\$ -	\$ 842,641	\$ 2,232,403	\$ -
Addition (Use of)	842,641	1,389,762	(2,232,403)	-
Ending Balance	\$ 842,641	\$ 2,232,403	\$ -	\$ -

*FY2022 fund balance will be "rolled over" to FY2023 through a budget amendment.

Herriman City Budget Versus Actual Report - February 2023

Park Impact Fee Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Park Impact Fees	764,230	1,654,525	3,061,675	1,407,150	54%	2,307,018	72%
Grant-Salt Lake County (TRCC)	-	550,000	550,000	-	100%	-	0%
JVWCD Grant	-	-	24,613	24,613	0%	-	0%
State of Utah Grant	-	-	150,000	150,000	0%	-	0%
Interest Income	6,043	69,025	25,000	(44,025)	276%	7,330	942%
Total Revenue	\$ 770,273	\$ 2,273,550	\$ 3,811,288	\$ 1,537,738	60%	\$ 2,314,348	98%
Expenditures							
Agreements and Reimbursements	-	-	-	-	0%	-	0%
Capital Projects	7,020	1,447,636	3,246,926	1,799,290	45%	1,044,118	139%
Budgeted Increase in Fund Balance	-	-	564,362	564,362	0%	-	0%
Total Expenditures	\$ 7,020	\$ 1,447,636	\$ 3,811,288	\$ 2,363,652	38%	\$ 1,044,118	139%
Excess of Revenues Over (Under) Expenditures	\$ 763,253	\$ 825,914	\$ -			\$ 1,270,230	

Fund Balance Available*				
	FY2021	FY2022 (Actual)	FY2023 (Budget)	FY2024 (Budget)
Beginning Balance	\$ 3,879,208	\$ 5,471,968	\$ 6,915,696	\$ 7,480,058
Addition (Use of)	1,592,760	1,443,728	564,362	899,525
Ending Balance	\$ 5,471,968	\$ 6,915,696	\$ 7,480,058	\$ 8,379,583

*Finance is gathering information on all existing commitments and agreements. Ending balances should not be relied upon as "available to spend."

Storm Drain Impact Fee Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Storm Drain Impact Fees	15,535	61,195	446,516	385,321	14%	477,504	13%
Interest Income	353	24,155	10,000	(14,155)	242%	5,266	459%
Budgeted Use of Fund Balance	-	-	283,534	283,534	0%	-	0%
Total Revenue	\$ 15,888	\$ 85,350	\$ 740,050	\$ 654,700	12%	\$ 482,770	18%
Expenditures							
Agreements and Reimbursements	-	-	16,300	16,300	0%	-	0%
Professional Fees	-	-	75,000	75,000	0%	14,136	0%
Capital Projects	-	-	648,750	648,750	0%	-	0%
Total Expenditures	\$ -	\$ -	\$ 740,050	\$ 740,050	0%	\$ 14,136	0%
Excess of Revenues Over (Under) Expenditures	\$ 15,888	\$ 85,350	\$ -			\$ 468,634	

1 Cash balances are higher than anticipated in FY2023 budget projections, and interest rates are above expectations. Finance also changed the methodology for distributing interest income to ensure fund fairness.

Fund Balance Available*				
	FY2021	FY2022 (Actual)	FY2023 (Budget)	FY2024 (Budget)
Beginning Balance	\$ 2,552,773	\$ 2,247,810	\$ 2,856,815	\$ 2,573,281
Addition (Use of)	(304,963)	609,005	(283,534)	142,996
Ending Balance	\$ 2,247,810	\$ 2,856,815	\$ 2,573,281	\$ 2,716,277

*Finance is gathering information on all existing commitments and agreements. Ending balances should not be relied upon as "available to spend."

Herriman City Budget Versus Actual Report - February 2023

Road Impact Fee Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Road Impact Fees	457,205	971,492	2,731,625	1,760,133	36%	1,769,370	55%
Reimbursement-Hidden Oaks	-	-	1,260,844	1,260,844	0%	-	0%
Interest Income	(865)	14,547	10,000	(4,547)	145%	4,489	324%
Budgeted Use of Fund Balance	-	-	950,021	950,021	0%	-	0%
Total Revenue	\$ 456,340	\$ 986,039	\$ 4,952,490	\$ 3,966,451	20%	\$ 1,773,859	55.6%
Expenditures							
Agreements and Reimbursements	869,027	1,198,216	4,335,128	3,136,912	28%	349,388	343%
Capital Projects	-	229,248	567,362	338,114	40%	8,508	2694%
Professional Services	-	37,792	50,000	12,208	76%	78,588	48%
Transfer to Debt Service	-	-	-	-	0%	-	0%
Total Expenditures	\$ 869,027	\$ 1,465,256	\$ 4,952,490	\$ 3,487,234	30%	\$ 436,484	335.7%
Excess of Revenues Over (Under) Expenditures	\$ (412,687)	\$ (479,217)	\$ -				\$ 1,337,375

1 Cash balances are higher than anticipated in FY2023 budget projections, and interest rates are above expectations. Finance also changed the methodology for distributing interest income to ensure fund fairness.

Fund Balance Available				
	FY2021	FY2022 (Actual)*	FY2023 (Budget)	FY2024 (Budget)
Beginning Balance	\$ (296,011)	\$ 86,259	\$ 2,217,044	\$ 1,267,023
Addition (Use of)	382,270	2,130,785	(950,021)	(88,037)
Ending Balance	\$ 86,259	\$ 2,217,044	\$ 1,267,023	\$ 1,178,986

*Finance is gathering information on all existing commitments and agreements. Ending balances should not be relied upon as "available to spend." A number of FY2022 projects will need to be carried over to FY2023 through a future budget amendment.

Herriman City Budget Versus Actual Report - February 2023

Debt Service Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Grant-UDOT	-	-	800,000	800,000	0%	-	0%
Transfers In	-	1,500,000	1,500,000	-	100%	1,500,000	100%
Interest Income	2,519	2,607	-	(2,607)	0%	188	1387%
Budgeted Use of Fund Balance	-	-	1,617,894	1,617,894	0%	-	0%
Total Revenue	\$ 2,519	\$ 1,502,607	\$ 3,917,894	\$ 2,415,287	38%	\$ 1,500,188	100.2%
Expenditures							
2021 Sales Tax Bond Debt Service	73,916	799,456	799,456	-	100%	48,682	1642%
2015 Sales Tax Bond Debt Service	416,719	2,108,438	2,108,438	-	100%	2,108,113	100%
Trustee Fees	-	4,500	10,000	5,500	45%	10,000	45%
Transfer to Capital Projects	-	1,000,000	1,000,000	-	100%	-	0%
Total Expenditures	\$ 490,635	\$ 3,912,394	\$ 3,917,894	\$ 5,500	100%	\$ 2,166,795	180.6%
Excess of Revenues Over (Under) Expenditures	\$ (488,116)	\$ (2,409,787)	\$ -				\$ (666,607)

Fund Balance Available				
	FY2021	FY2022 (Actual)	FY2023 (Budget)	FY2024 (Budget)
Beginning Balance	\$ 1,885,749	\$ 1,277,051	\$ 2,378,574	\$ 760,680
Addition (Use of)	(608,698)	1,101,523	(1,617,894)	383,020
Ending Balance	\$ 1,277,051	\$ 2,378,574	\$ 760,680	\$ 1,143,700

Herriman City Budget Versus Actual Report - February 2023

New Development Street Lights Fee Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Street Light Fee Revenue	-	3,273	489,956	486,683	1%	406,335	1%
Interest Income	476	5,522	-	(5,522)	0%	-	0%
Total Revenue	\$ 476	\$ 8,795	\$ 489,956	\$ 481,161	2%	\$ 406,335	2.2%
Expenditures							
New Development Street Lights	18	230,733	489,956	259,223	47%	402,464	57%
Total Expenditures	\$ 18	\$ 230,733	\$ 489,956	\$ 259,223	47%	\$ 402,464	57.3%
Excess of Revenues Over (Under) Expenditures	\$ 458	\$ (221,938)	\$ -			\$ 3,871	

Fund Balance Available				
	FY2021	FY2022 (Actual)	FY2023 (Budget)	FY2024 (Budget)
Beginning Balance	\$ 257,201	\$ 616,516	\$ 536,153	\$ 536,153
Addition (Use of)	359,315	(80,363)	-	-
Ending Balance	\$ 616,516	\$ 536,153	\$ 536,153	\$ 536,153

Herriman City Budget Versus Actual Report - February 2023							
	New Development Street Signs Fee Fund						
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Street Sign Fee Revenue	444	469	90,000	89,531	1%	68,090	1%
Interest Income	388	3,614	-	(3,614)	0%	-	0%
Total Revenue	\$ 832	\$ 4,083	\$ 90,000	\$ 85,917	5%	\$ 68,090	6%
Expenditures							
Sign Installation	79	17,693	90,000	72,307	20%	68,981	26%
Total Expenditures	\$ 79	\$ 17,693	\$ 90,000	\$ 72,307	20%	\$ 68,981	26%
Excess of Revenues Over (Under) Expenditures	\$ 753	\$ (13,610)	\$ -			\$ (891)	

Fund Balance Available				
	FY2021	FY2022 (Actual)	FY2023 (Budget)	FY2024 (Budget)
Beginning Balance	\$ 292,495	\$ 282,850	\$ 270,166	\$ 270,166
Addition (Use of)	(9,645)	(12,684)	-	-
Ending Balance	\$ 282,850	\$ 270,166	\$ 270,166	\$ 270,166

Herriman City Budget Versus Actual Report - February 2023

Herriman City Special Enforcement Area							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Property Tax	7,628	7,438,229	7,730,000	291,771	96%	7,321,510	102%
Motor Vehicle in Lieu	32,070	247,217	490,000	242,783	50%	-	0%
Interest Income	8,286	21,508	3,000	(18,508)	717%	-	0%
Budgeted Use of Fund Balance	-	-	1,080,000	1,080,000	0%	-	0%
Total Revenue	\$ 47,984	\$ 7,706,954	\$ 9,303,000	\$ 1,596,046	83%	\$ 7,321,510	105%
Expenditures							
Transfer to General Fund	710,000	6,463,000	9,303,000	2,840,000	69%	-	0%
Total Expenditures	\$ 710,000	\$ 6,463,000	\$ 9,303,000	\$ 2,840,000	69%	\$ -	0%
Excess of Revenues Over (Under) Expenditures	\$ (662,016)	\$ 1,243,954	\$ -			\$ 7,321,510	

Fund Balance Available					
	FY2021	FY2022 (Actual)	FY2023 (Budget)	FY2024 (Budget)	
Beginning Balance	\$ 808,735	\$ 1,307,908	\$ 1,355,992	\$ 275,992	
Addition (Use of)	499,173	48,084	(1,080,000)	(300,000)	
Ending Balance	\$ 1,307,908	\$ 1,355,992	\$ 275,992	\$ (24,008)	

Herriman City Budget Versus Actual Report - February 2023

Herriman City Fire Safety Area							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Property Tax	7,231	8,149,588	7,761,119	(388,469)	105%	7,179,033	114%
Motor Vehicle in Lieu	32,068	441,746	695,209	253,463	64%	-	0%
Interest Income	12,790	34,549	-	(34,549)	0%	-	0%
UFSA Fund Balance Transfer	37,941	37,941	80,000	42,059	47%	75,882	50%
Total Revenue	\$ 90,030	\$ 8,663,824	\$ 8,536,328	\$ (127,496)	101%	\$ 7,254,915	119%
Expenditures							
Professional Fees	-	-	500,000	500,000	0%	6,800	0%
Bldgs & Grounds - Supplies Maint	-	8,306	35,000	26,694	24%	33,336	25%
Contract Services (UFA)	-	4,162,916	5,200,000	1,037,084	80%	3,849,230	108%
Transfer to General Fund	54,167	989,664	1,206,328	216,664	82%	-	0%
Budgeted Increase in Fund Balance	-	-	2,130,000	2,130,000	0%	-	0%
Total Expenditures	\$ 54,167	\$ 5,160,886	\$ 9,071,328	\$ 1,780,442	57%	\$ 3,889,366	133%
Excess of Revenues Over (Under) Expenditures	\$ 35,863	\$ 3,502,938	\$ (535,000)			\$ 3,365,549	
Fire Impact Fee	109,798	216,817	535,000	318,183	41%	345,034	63%

1 Cash balances are higher than anticipated in FY2023 budget projections, and interest rates are above expectations. Finance also changed the methodology for distributing interest income to ensure fund fairness.

2 Property tax was recalculated using the 2022 rate from January - September. \$221,119 in property tax and \$335,209 in motor vehicle in lieu was transferred from the Fire Safety Area to the General Fund.

3 Contract payment to UFA is made on a quarterly basis.

4 Transfer to General Fund is to "pay back" General Fund for funds advanced prior to creation of the Fire Safety Area.

Fund Balance Available (Unrestricted)					
	FY2021	FY2022 (Actual)	FY2023 (Budget)	FY2024 (Budget)	
Beginning Balance	\$ -	\$ 158,744	\$ 1,869,788	\$ 3,999,788	
Addition (Use of)	158,744	1,711,044	2,130,000	3,650,000	
Ending Balance	\$ 158,744	\$ 1,869,788	\$ 3,999,788	\$ 7,649,788	
Fire Impact Fee Balance	\$ 162,211	\$ 636,840	\$ 1,171,840	\$ 1,741,840	

Herriman City Budget Versus Actual Report - February 2023

Herriman Towne Center CDA							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Property Tax	-	1,748,793	2,980,605	1,231,812	59%	1,797,938	97%
Impact Fees	-	-	10,000	10,000	0%	-	0%
Interest Income	11,578	64,070	25,000	(39,070)	256%	4,514	1419%
Total Revenue	\$ 11,578	\$ 1,812,863	\$ 3,015,605	\$ 1,202,742	60%	\$ 1,802,452	100.6%
Expenditures							
2016 Tax Increment Bond	-	854,675	854,675	-	100%	880,510	97%
2016 SAA Bond	-	900,467	900,467	-	100%	899,933	100%
Trustee and Administrative Fees	-	42,475	40,000	(2,475)	106%	40,375	105%
Budgeted Increase in Fund Balance	-	-	1,220,463	1,220,463	0%	-	0%
Total Expenditures	\$ -	\$ 1,797,617	\$ 3,015,605	\$ 1,217,988	60%	\$ 1,820,818	98.7%
Excess of Revenues Over (Under) Expenditures	\$ 11,578	\$ 15,246	\$ -			\$ (18,366)	

Fund Balance Available (Unrestricted)

	FY2021	FY2022 (Actual)	FY2023 (Budget)	FY2024 (Budget)
Beginning Balance	\$ 3,048,048	\$ 4,258,649	\$ 5,026,472	\$ 6,246,935
Addition (Use of)	1,210,601	767,823	1,220,463	1,370,930
Ending Balance	\$ 4,258,649	\$ 5,026,472	\$ 6,246,935	\$ 7,617,865

Cash balances are higher than anticipated in FY2023 budget projections, and interest rates are above expectations.

1 Finance also changed the methodology for distributing interest income to ensure fund fairness.

2 A future budget amendment will be needed to adjust trustee fees paid in conjunction with the City's bonds.

Herriman City Budget Versus Actual Report - February 2023

Herriman Business Center CDA							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Property Tax	-	782,806	2,025,689	1,242,883	39%	756,458	103%
Interest Income	1,626	9,927	12,000	2,073	83%	-	0%
Total Revenue	\$ 1,626	\$ 792,733	\$ 2,037,689	\$ 1,244,956	39%	\$ 756,458	104.8%
Expenditures							
Tax Incentive Payment-Rosecrest	-	-	2,037,000	2,037,000	0%	2,659,130	0%
Budgeted Increase in Fund Balance	-	-	689	689	0%	-	0%
Total Expenditures	\$ -	\$ -	\$ 2,037,689	\$ 2,037,689	0%	\$ 2,659,130	0.0%
Excess of Revenues Over (Under) Expenditures	\$ 1,626	\$ 792,733	\$ -			\$ (1,902,672)	

Fund Balance Available (Unrestricted)

	FY2021	FY2022 (Actual)	FY2023 (Budget)	FY2024 (Budget)
Beginning Balance	\$ 1,420,319	\$ 2,659,132	\$ 1,085,672	\$ 1,086,361
Addition (Use of)	1,238,813	(1,573,460)	689	15,258
Ending Balance	\$ 2,659,132	\$ 1,085,672	\$ 1,086,361	\$ 1,101,619

Herriman City Budget Versus Actual Report - February 2023

Herriman Anthem Town Center CDA							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Property Tax	-	662,883	1,145,574	482,691	58%	652,090	102%
Interest Income	964	4,100	5,000	900	82%	-	0%
Total Revenue	\$ 964	\$ 666,983	\$ 1,150,574	\$ 483,591	58%	\$ 652,090	102.3%
Expenditures							
Tax Increment Payments	-	-	600,000	600,000	0%	-	0%
Sales Tax Incentive Payments	-	231,455	200,000	(31,455)	116%	348,540	66%
Budgeted Increase in Fund Balance	-	-	350,574	350,574	0%	-	0%
Total Expenditures	\$ -	\$ 231,455	\$ 1,150,574	\$ 919,119	20%	\$ 348,540	66.4%
Excess of Revenues Over (Under) Expenditures	\$ 964	\$ 435,528	\$ -			\$ 303,550	

Fund Balance Available (Unrestricted)*				
	FY2022 FY2021 (Actual)	FY2023 (Budget)	FY2024 (Budget)	
Beginning Balance	\$ 463,905	\$ 391,368	\$ 201,274	\$ 551,848
Addition (Use of)	(72,537)	(190,094)	350,574	365,131
Ending Balance	\$ 391,368	\$ 201,274	\$ 551,848	\$ 916,979

*Finance is completing long-term forecasts of the Anthem Town Center CRA. Fund balances should not be relied upon as "available to spend."

1 Winco and Anthem sales tax incentives are based on POS sales tax received. A budget amendment will be needed to correct.

Herriman City Budget Versus Actual Report - February 2023							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Property Tax	-	156,139	176,000	19,861	89%	110,226	142%
Interest Income	375	1,920	7,500	5,580	26%	-	0%
Total Revenue	\$ 375	\$ 158,059	\$ 183,500	\$ 25,441	86%	\$ 110,226	143.4%
Expenditures							
Tax Incentive Payment	-	-	150,000	150,000	0%	-	0%
Budgeted Increase in Fund Balance	-	-	33,500	33,500	0%	-	0%
Total Expenditures	\$ -	\$ -	\$ 183,500	\$ 183,500	0%	\$ -	0.0%
Excess of Revenues Over (Under) Expenditures	\$ 375	\$ 158,059	\$ -			\$ 110,226	

Fund Balance Available (Unrestricted)*				
	FY2022 FY2021 (Actual)	FY2023 (Budget)	FY2024 (Budget)	
Beginning Balance	\$ -	\$ -	\$ 89,900	\$ 123,400
Addition (Use of)	-	89,900	33,500	32,600
Ending Balance	\$ -	\$ 89,900	\$ 123,400	\$ 156,000

*The Innovation District has long-term contracts that consume any available fund balance.

Herriman City Budget Versus Actual Report - February 2023

Herriman North CRA							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Transfer from General Fund	-	7,822	25,000	17,178	31%	-	0%
Total Revenue	\$ -	\$ 7,822	\$ 25,000	\$ 17,178	31%	\$ -	0%
Expenditures							
Sales Tax Incentive Payment	-	7,822	25,000	17,178	31%	-	0%
Total Expenditures	\$ -	\$ 7,822	\$ 25,000	\$ 17,178	31%	\$ -	0%
Excess of Revenues Over (Under) Expenditures	\$ -	\$ -	\$ -			\$ -	

Fund Balance Available					
	FY2021	FY2022 (Actual)	FY2023 (Budget)	FY2024 (Budget)	
Beginning Balance	\$ -	\$ -	\$ -	\$ -	
Addition (Use of)	-	-	-	-	
Ending Balance	\$ -	\$ -	\$ -	\$ -	

Herriman City Budget Versus Actual Report - February 2023

City Hall Capital Projects Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Interest Income	319	2,973	-	(2,973)	0%	-	0%
Budgeted Use of Fund Balance	-	-	100,000	100,000	0%	-	0%
Total Revenue	\$ 319	\$ 2,973	\$ 100,000	\$ 97,027	3%	\$ -	0%
Expenditures							
City Hall Capital Outlay	-	19,517	100,000	80,483	20%	14,464	135%
Transfer to Public Works Facility Fund	-	-	-	-	0%	-	0%
Total Expenditures	\$ -	\$ 19,517	\$ 100,000	\$ 80,483	20%	\$ 14,464	135%
Excess of Revenues Over (Under) Expenditures	\$ 319	\$ (16,544)	\$ -			\$ (14,464)	

Fund Balance Available				
	FY2021	FY2022 (Actual)	FY2023 (Budget)	FY2024 (Budget)
Beginning Balance	\$ 552,422	\$ 542,957	\$ 227,167	\$ 127,167
Addition (Use of)	(9,465)	(315,790)	(100,000)	-
Ending Balance	\$ 542,957	\$ 227,167	\$ 127,167	\$ 127,167

Herriman City Budget Versus Actual Report - February 2023

Capital Projects Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Grants-Federal (ACUB)	-	-	2,000,000	2,000,000	0%	1,250,000	0%
Grants-Salt Lake County	-	700,000	2,791,681	2,091,681	25%	-	0%
Grants-State (Land Purchase)	-	-	-	-	0%	-	0%
JVWCD Grant	-	26,113	26,113	-	100%	-	0%
Bond Proceeds	-	-	-	-	0%	10,593,000	0%
Interest Income	45,349	278,496	210,000	(68,496)	133%	-	0%
Transfer In - General Fund	319,786	2,657,344	3,936,489	1,279,145	68%	-	0%
Transfer In - Water Rights	-	10,485,370	10,485,370	-	100%	-	0%
Transfer In - Debt Service	-	1,000,000	1,000,000	-	100%	-	0%
South Valley Sewer Reimbursement	-	-	406,771	406,771	0%	-	0%
Budgeted Use of Fund Balance	-	-	1,578,840	1,578,840	0%	-	0%
Total Revenue	\$ 365,135	\$ 15,147,323	\$ 22,435,264	\$ 7,287,941	68%	\$ 11,843,000	128%
Expenditures							
Capital Projects	319,363	5,213,590	22,435,264	17,221,674	23%	10,593,000	49%
Bond Issuance Costs	-	-	-	-	0%	1,000	0%
Transfer to Road Impact Fee Fund	-	-	-	-	0%	-	0%
Total Expenditures	\$ 319,363	\$ 5,213,590	\$ 22,435,264	\$ 17,221,674	23%	\$ 10,594,000	49%
Excess of Revenues Over (Under) Expenditures	\$ 45,772	\$ 9,933,733	\$ -			\$ 1,249,000	

1 Cash balances are higher than anticipated in FY2023 budget projections, and interest rates are above expectations. Finance also changed the methodology for distributing interest income to ensure fund fairness.

Fund Balance Available				
	FY2021	FY2022 (Actual)	FY2023 (Budget)	FY2024 (Budget)
Beginning Balance	\$ (12,173,678)	\$ (6,469,722)	\$ 3,333,738	\$ 1,754,898
Addition (Use of)	5,703,956	9,803,460	(1,578,840)	(61,186)
Ending Balance	\$ (6,469,722)	\$ 3,333,738	\$ 1,754,898	\$ 1,693,712
Interfund Loan (Water Rights Impact)	\$ 12,500,000	\$ 12,500,000		
Adjusted Ending Balance	\$ 6,030,278	\$ 15,833,738		

Herriman City Budget Versus Actual Report - February 2023

Public Works Facility Capital Projects Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Transfer In - General Fund	-	1,300,000	1,300,000	-	100%	1,300,000	100%
Interest Income	1,155	9,635	-	(9,635)	0%	-	0%
Total Revenue	\$ 1,155	\$ 1,309,635	\$ 1,300,000	\$ (9,635)	101%	\$ 1,300,000	100.7%
Expenditures							
Debt Service-Walker Trust	-	1,093,371	1,093,371	-	100%	1,093,371	100%
Budgeted Increase in Fund Balance	-	-	206,629	206,629	0%	-	0%
Total Expenditures	\$ -	\$ 1,093,371	\$ 1,300,000	\$ 206,629	84%	\$ 1,093,371	100.0%
Excess of Revenues Over (Under) Expenditures	\$ 1,155	\$ 216,264	\$ -			\$ 206,629	

Fund Balance Available				
	FY2021	FY2022 (Actual)	FY2023 (Budget)	FY2024 (Budget)
Beginning Balance	\$ (66,752)	\$ 74,538	\$ 546,868	\$ 753,497
Addition (Use of)	141,290	472,330	206,629	206,629
Ending Balance	\$ 74,538	\$ 546,868	\$ 753,497	\$ 960,126

General Capital Projects by Type								
Project	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year	
Transportation								
Traffic Signals	-	-	-	-	0%	12,485	0%	
Main Street Extension	266,199	720,537	10,650,074	9,929,537	7%	-	0%	
Dansie Blvd Phase 1 and Silver Sky Dr (Reimbursement)	-	688,131	1,025,309	337,178	67%	828	83108%	
Juniper Crest and Patriot Ridge Crosswalk Improvements	-	11,544	320,000	308,456	4%	-	0%	
Gina Road	-	-	-	-	0%	46,024	0%	
HAWK Pedestrian Traffic Signal Rosecrest & Highfield Rd	-	108,836	135,000	26,164	81%	-	0%	
Crosswalks and ADA Ramps-Ivie Farms & Rose Canyon Rd	-	-	60,000	60,000	0%	-	0%	
Bike Lanes-Anthem Park Blvd	-	-	28,000	28,000	0%	-	0%	
7300 W Phase 2-Halls Crossing to McCuiston Ave Design	-	2,482	340,000	337,518	1%	-	0%	
7300 W Extension Phase 3 (Reimbursement)	-	-	18,900	18,900	0%	-	0%	
Transit Corridor Study	-	20,000	20,000	-	100%	-	0%	
6000 W Road Widening Phase 1 (Design)	-	-	210,000	210,000	0%	-	0%	
6000 W Road Widening Phase 2 (Design)	-	-	80,000	80,000	0%	-	0%	
Reconstruction of Hi Country Road & Main Street (Design)	-	-	55,000	55,000	0%	-	0%	
Crosswalk and RRRB Installation-Juniper Crest & Tilton Dr	-	-	-	-	0%	-	0%	
Rose Blvd (13200 S) to Mountain View Connection (Reimbursement)	-	-	173,000	173,000	0%	-	0%	
Herriman Blvd Phase 4 (Herriman Blvd Oceanside Dr to Elation Dr) (Reimbursement)	-	-	492,284	492,284	0%	-	0%	
Herriman Blvd Phase 5 (Reimb)	-	-	1,000,000	1,000,000	0%	-	0%	
Total Transportation	266,199	1,551,530	14,607,567	13,056,037	11%	59,337	2615%	
Parks & Recreation								
Range East Detention Pond Landscaping (Reimbursement)	-	-	40,535	40,535	0%	-	0%	
Cemetery Restroom	-	12,949	228,975	216,026	6%	-	0%	
Main Street Park Strips and Open Space	-	801,666	900,506	98,840	89%	4,225	18974%	
Total Parks & Recreation	-	814,615	1,170,016	355,401	70%	4,225	19281%	
Storm Drain								
5600 W Midas Creek Improvements	-	-	64,000	64,000	0%	-	0%	
Herriman Corners Retention Pond Fence	-	-	-	-	0%	37,325	0%	
FEMA Ditch Reimbursement	-	700,000	700,000	-	100%	-	0%	
6400 W Resident Driveway Approaches	-	-	50,000	50,000	0%	-	0%	
Total Storm Drain	-	700,000	814,000	114,000	86%	37,325	1875%	
Other								
Property Acquisition	53,164	2,147,445	5,843,681	3,696,236	37%	2,359,804	91%	
Total Capital Project Expenditures	\$ 319,363	\$ 5,213,590	\$ 22,435,264	\$ 17,221,674	23%	\$ 2,460,691	211.9%	

Herriman City Budget Versus Actual Report - February 2023							
Water Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Water Sales	655,367	8,133,857	12,407,736	4,273,879	66%	7,426,675	110%
Connection Fees	11,350	120,941	730,748	609,807	17%	189,506	64%
Reimbursements	2,142	21,272	95,884	74,612	22%	25,931	82%
Interest Income	69,958	391,644	45,000	(346,644)	870%	45,737	856%
Jordan Valley Water Conservancy Grant	-	12,093	-	(12,093)	0%	-	0%
Lease Proceeds	-	-	600,000	600,000	0%	-	0%
Other	9,639	144,447	232,808	88,361	62%	196,691	73%
Transfer In - Water Impact Fee Fund	168,555	1,348,440	2,022,655	674,215	67%	-	0%
Use of Fund Balance	-	-	12,651,290	12,651,290	0%	-	0%
Total Water Fund Revenue	\$ 917,011	\$ 10,172,694	\$ 28,786,121	\$ 18,613,427	35.3%	\$ 7,884,540	129.0%
Expenditures							
Administration							
Personnel	33,792	285,464	496,000	210,536	58%	227,143	126%
Operating	25,487	286,588	837,853	551,265	34%	3,208,116	9%
Administrative Chargeback	52,137	488,612	720,704	232,092	68%	331,516	147%
Total Administration	\$ 111,416	\$ 1,060,664	\$ 2,054,557	\$ 993,893	51.6%	\$ 3,766,775	28.2%
Maintenance							
Personnel	119,304	937,310	1,155,000	217,690	81%	787,787	119%
Operating	48,557	910,826	2,049,782	1,138,956	44%	1,011,503	90%
Water Purchases (JVWCD)	-	2,566,825	4,667,108	2,100,283	55%	2,171,532	118%
Capital Outlay	624,919	873,973	1,485,412	611,439	59%	200,793	435%
Total Maintenance	\$ 792,780	\$ 5,288,934	\$ 9,357,302	\$ 4,068,368	56.5%	\$ 4,171,615	126.8%
Blue Stakes							
Personnel	2,627	19,972	76,000	56,028	26%	17,982	111%
Operating	782	10,244	18,388	8,144	56%	10,960	93%
Total Blue Stakes	\$ 3,409	\$ 30,216	\$ 94,388	\$ 64,172	32.0%	\$ 28,942	104.4%
Secondary Water							
Personnel	2,945	34,899	75,000	40,101	47%	28,723	122%
Operating	53	347,446	458,725	111,279	76%	118,358	294%
Total Maintenance	\$ 2,998	\$ 382,345	\$ 533,725	\$ 151,380	71.6%	\$ 147,081	260.0%
Other							
Bond Payments and Fees	(1,500)	2,434,068	2,129,868	(304,200)	114%	906,286	269%
Capital Projects	4,629	784,338	14,616,281	13,831,943	5%	113,045	694%
Total Other	\$ 3,129	\$ 3,218,406	\$ 16,746,149	\$ 13,527,743	19.2%	\$ 1,019,331	315.7%
Total Expenditures	\$ 913,732	\$ 9,980,565	\$ 28,786,121	\$ 18,805,556	34.7%	\$ 9,133,744	109.3%
Excess of Revenues Over (Under) Expenditures	\$ 3,279	\$ 192,129	\$ -			\$ (1,249,204)	

1 Cash balances are higher than anticipated in FY2023 budget projections, and interest rates are above expectations. Finance also changed the methodology for distributing interest income to ensure fund fairness. This amount also includes unspent bond proceeds.

Fund Balance Available (Current Assets Less Current Liabilities)				
	FY2021	FY2022 (Actual)*	FY2023 (Budget)	FY2024 (Budget)
Beginning Balance	\$ (16,025,623)	\$ (1,658,449)	\$ 22,305,266	\$ 9,653,976
Addition (Use of)	14,367,174	23,963,715	(12,651,290)	(3,226,420)
Ending Balance	\$ (1,658,449)	\$ 22,305,266	\$ 9,653,976	\$ 6,427,556

*Includes bond proceeds budgeted in FY2023 and FY2024

Herriman City Budget Versus Actual Report - February 2023							
Water Fund Summary							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
	\$ 917,011	\$ 10,172,694	\$ 28,786,121	\$ 18,613,427	35%	\$ 7,884,540	129%
Expenditures							
Personnel	158,668	1,277,645	1,802,000	524,355	71%	1,061,635	120%
Operating	74,879	1,555,104	3,364,748	1,809,644	46%	4,348,937	36%
Water Purchases	-	2,566,825	4,667,108	2,100,283	55%	2,171,532	118%
Capital	629,548	1,658,311	16,101,693	14,443,382	10%	313,838	528%
Bond Interest Expense	(1,500)	2,434,068	2,129,868	(304,200)	114%	304,201	800%
Administrative Chargeback	52,137	488,612	720,704	232,092	68%	331,516	147%
Total Expenditures	\$ 913,732	\$ 9,980,565	\$ 28,786,121	\$ 524,355	34.7%	\$ 8,531,659	117.0%
Excess of Revenues Over (Under) Expenditures	\$ 3,279	\$ 192,129	\$ -			\$ (647,119)	

2 Interest expense was not budgeted correctly.

Water Fund Capital Projects								
Project	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year	
Rosecrest Pump Station	-	-	-	-	0%	107,307	0%	
AMI Water Reading System	-	8,762	145,000	136,238	6%	5,738	153%	
Well Smart Billing Software	-	-	-	-	0%	-	0%	
Meter Reading Web Portal	-	-	65,000	65,000	0%	-	0%	
Replacement of Aging and Deficient Water System	-	126,049	370,000	243,951	34%	-	0%	
Hamilton Well Rehabilitation	-	-	-	-	0%	-	0%	
Old Town Water 19.8	-	-	450,000	450,000	0%	-	0%	
13400 S Water Upsizing	-	117,331	117,331	-	100%	-	0%	
Relocate Bodell Well	-	-	50,000	50,000	0%	-	0%	
Future Well Relocation Feasibility	-	-	42,000	42,000	0%	-	0%	
North Herriman Well Rehabilitation	-	-	900,000	900,000	0%	-	0%	
Old Town Water 19.2	-	-	540,000	540,000	0%	-	0%	
Dansie Blvd Phase 1 (Reimbursement)	-	-	312,689	312,689	0%	-	0%	
13400 S Secondary Waterline	-	-	150,000	150,000	0%	-	0%	
Secondary Water Expansion and Repair	-	-	50,000	50,000	0%	-	0%	
Water Storage Building	-	821	20,000	19,179	4%	-	0%	
6400 W Improvement (Olympia) Reimbursement	-	-	65,000	65,000	0%	-	0%	
Herriman Blvd Phase 4 (Herriman Blvd Oceanside Dr to Elation Dr) (Reimbursement)	-	-	68,529	68,529	0%	-	0%	
Zone 5 Water to Sky Haven	-	-	35,732	35,732	0%	-	0%	
Zone 2 & 3 Pipeline	-	-	1,000,000	1,000,000	0%	-	0%	
Zone 2 & 3 Major Water Improvement	4,629	24,679	9,600,000	9,575,321	0%	-	0%	
Zone 5 VFD Pump Station	-	-	110,000	110,000	0%	-	0%	
Hidden Oaks Backbone PH 2	-	506,696	525,000	18,304	97%	-	0%	
Total Capital Project Expenditures	\$ 4,629	\$ 784,338	\$ 14,616,281	\$ 13,831,943	5%	\$ 113,045	693.8%	

Water Rights Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Water Rights	-	-	5,000	5,000	0%	2,815	0%
Interest Income	-	15,472	15,000	(472)	103%	9,682	160%
Use of Fund Balance	-	-	13,101,870	13,101,870	0%	-	0%
Total Revenue	\$ -	\$ 15,472	\$ 13,121,870	\$ 13,106,398	0%	\$ 12,497	124%
Expenditures							
Water Right Purchases	-	-	2,500,000	2,500,000	0%	135,600	0%
Water Right Research/Fees	15,971	110,544	136,500	25,956	81%	63,675	174%
Total Expenditures	\$ 15,971	\$ 110,544	\$ 2,636,500	\$ 2,525,956	4%	\$ 199,275	55%
Excess of Revenues Over (Under) Expenditures	\$ (15,971)	\$ (95,072)	\$ 10,485,370			\$ (186,778)	

Fund Balance Available				
	FY2021	FY2022 (Actual)	FY2023 (Budget)	FY2024 (Budget)
Beginning Balance	\$ 14,718,995	\$ 16,064,088	\$ 15,967,361	\$ 2,865,491
Addition (Use of)	1,345,093	(96,727)	(13,101,870)	(3,351,500)
Ending Balance	\$ 16,064,088	\$ 15,967,361	\$ 2,865,491	\$ (486,009)
Interfund Loan (Capital Projects)	\$ (12,500,000)	\$ (12,500,000)		
Adjusted Ending Balance	\$ 3,564,088	\$ 3,467,361		

1 Cash balances are higher than anticipated in FY2023 budget projections, and interest rates are above expectations.
1 Finance also changed the methodology for distributing interest income to ensure fund fairness.

Herriman City Budget Versus Actual Report - February 2023							
Water Impact Fee Fund							
Revenue	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
	354,604	1,765,959	2,682,323	916,364	66%	2,267,711	78%
Water Impact Fees	625	32,073	-	(32,073)	0%	4,874	658%
Interest Income	-	-	7,394,270	7,394,270	0%	-	0%
Use of Fund Balance							
Total Revenue	\$ 355,229	\$ 1,798,032	\$ 10,076,593	\$ 8,278,561	18%	\$ 2,272,585	79%
Expenses							
Reimbursements							
East Herriman Zone 2&3	-	-	3,600,000	3,600,000	0%	50,002	0%
Hidden Oaks Backbone PH 2	-	21,206	733,951	712,745	3%	-	0%
Vertical Development (4000 W) (Bella Vea)	-	-	9,634	9,634	0%	47,622	0%
Herriman Blvd Phase 3 Widening	-	-	3,000	3,000	0%	-	0%
Herriman Blvd Phase 4 Widening	-	-	29,369	29,369	0%	-	0%
Rosecrest East Major Water Infrastructure	-	-	867,780	867,780	0%	-	0%
Dansie Blvd Phase 1 Reimbursement	-	-	3,500	3,500	0%	-	0%
Autumn Crest Water Reimbursement (Wasatch)	278,690	843,047	367,780	(475,267)	229%	-	0%
Rosecrest East Major Water Infrastructure (Wasatch)	-	-	183,878	183,878	0%	-	0%
11800 South Improvements	-	-	420	420	0%	-	0%
Total Reimbursements	\$ 278,690	\$ 864,253	\$ 5,799,312	\$ 4,935,059	15%	\$ 97,624	885%
Capital Projects							
Herriman Main Street Widening	-	-	1,700,000	1,700,000	0%	-	0%
Zone 4 Cove Secondary Reservoir and Pipeline	-	-	469,044	469,044	0%	-	0%
Total Capital Projects	\$ -	\$ -	\$ 2,169,044	\$ 2,169,044	0%	\$ -	0%
Other							
Professional Services	10,305	36,493	85,582	49,089	43%	36,781	99%
Transfer to Water Fund	168,555	1,348,440	2,022,655	674,215	67%	-	0%
Total Capital Projects	\$ 178,860	\$ 1,384,933	\$ 2,108,237	\$ 723,304	66%	\$ 36,781	3765%
Total Expenses	\$ 457,550	\$ 2,249,186	\$ 10,076,593	\$ 7,827,407	22%	\$ 134,405	1673%
Excess of Revenues Over (Under) Expenses	\$ (102,321)	\$ (451,154)	\$ -			\$ 2,138,180	

Fund Balance Available*				
	FY2021	FY2022 (Actual)	FY2023 (Budget)	FY2024 (Budget)
Beginning Balance	\$ 18,914,929	\$ 21,281,842	\$ 3,434,344	\$ (3,959,926)
Addition (Use of)	2,366,913	(17,847,498)	(7,394,270)	(3,000)
Ending Balance	\$ 21,281,842	\$ 3,434,344	\$ (3,959,926)	\$ (3,962,926)

*Finance is gathering information on all existing commitments and agreements. Ending balances should not be relied upon as "available to spend."

1 Amount is over budget due to a "catch up" of payments owed. This agreement is now fulfilled.

Herriman City Budget Versus Actual Report - January 2023

Storm Water Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Storm Water Fee	134,456	1,074,104	1,605,000	530,896	67%	1,030,259	104%
Interest Income	320	5,887	-	(5,887)	0%	-	0%
Use of Fund Balance	-	-	1,044,347	1,044,347	0%	-	0%
Total Revenue	\$ 134,776	\$ 1,079,991	\$ 2,649,347	\$ 1,569,356	41%	\$ 1,030,259	105%
Expenses							
Administration							
Personnel	-	-	500	500	0%	-	0%
Operating	3,464	28,438	48,450	20,012	59%	7,881	361%
Administrative Chargeback	37,948	362,424	384,376	21,952	94%	267,205	136%
Total Administration	\$ 41,412	\$ 390,862	\$ 433,326	\$ 42,464	90%	\$ 275,086	142%
Maintenance							
Personnel	34,993	263,449	459,000	195,551	57%	238,955	110%
Operating	3,154	43,791	563,060	519,269	8%	57,960	76%
Capital	215,921	252,673	760,351	507,678	33%	24,279	1041%
Total Maintenance	\$ 254,068	\$ 559,913	\$ 1,782,411	\$ 1,222,498	31%	\$ 321,194	174%
Engineering							
Personnel	8,067	66,505	292,500	225,995	23%	128,496	52%
Operating	6,476	42,581	51,110	8,529	83%	16,456	259%
Administrative Chargeback	13,362	122,719	90,000	(32,719)	136%	63,551	193%
Total Engineering	\$ 27,905	\$ 231,805	\$ 433,610	\$ 201,805	53%	\$ 208,503	111%
Total Expenses	\$ 323,385	\$ 1,182,580	\$ 2,649,347	\$ 1,466,767	45%	\$ 804,783	147%
Excess of Revenues Over (Under) Expenses	\$ (188,609)	\$ (102,589)	\$ -			\$ 225,476	

1 The Finance Department is recalculating the basis for all Administrative Chargebacks to reflect actual costs to be charged back to various Enterprise Fund departments.

Fund Balance Available				
	FY2021	FY2022 (Actual)	FY2023 (Budget)	FY2024 (Budget)
Beginning Balance	\$ 185,446	\$ 402,487	\$ 570,054	\$ (474,293)
Addition (Use of)	217,041	167,567	(1,044,347)	(119,489)
Ending Balance	\$ 402,487	\$ 570,054	\$ (474,293)	\$ (593,782)

Storm Water Fund Summary							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
	\$ 134,776	\$ 1,079,991	\$ 2,649,347	\$ 1,569,356	41%	\$ 1,030,259	104.8%
Expenditures							
Personnel	43,060	329,954	752,000	422,046	44%	367,451	90%
Operating	13,094	114,810	662,620	547,810	17%	82,297	140%
Capital	215,921	252,673	760,351	507,678	33%	24,279	1041%
Administrative Chargeback	51,310	485,143	474,376	(10,767)	102%	321,194	151%
Total Expenditures	\$ 323,385	\$ 1,182,580	\$ 2,649,347	\$ 422,046	45%	\$ 795,221	148.7%
Excess of Revenues Over (Under) Expenditures	\$ (188,609)	\$ (102,589)	\$ -			\$ 235,038	

Herriman City Budget Versus Actual Report - February 2023

High Country I Water Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Water Sales	9,134	89,038	-	(89,038)	0%	84,996	105%
Interest Income	1,369	4,630	-	(4,630)	0%	275	1684%
Total Revenue	\$ 10,503	\$ 93,668	\$ -	\$ (93,668)	0%	\$ 85,271	110%
Expenditures							
Administration							
Personnel	483	4,939	-	(4,939)	0%	6,329	78%
Operating	129	8,492	-	(8,492)	0%	2,276	373%
Total Administration	\$ 612	\$ 13,431	\$ -	\$ (13,431)	0%	\$ 8,605	156%
Maintenance							
Personnel	2,092	15,407	-	(15,407)	0%	18,442	84%
Operating	1,330	28,501	-	(28,501)	0%	14,738	193%
Capital	-	1,171	-	(1,171)	0%	-	0%
Total Maintenance	\$ 3,422	\$ 45,079	\$ -	\$ (45,079)	0%	\$ 33,180	136%
Total Expenditures	\$ 4,034	\$ 58,510	\$ -	\$ (58,510)	0%	\$ 41,785	140%
Excess of Revenues Over (Under) Expenditures	\$ 6,469	\$ 35,158	\$ -			\$ 43,486	

Fund Balance Available (Unrestricted)				
	FY2021	FY2022 (Actual)	FY2023 (Budget)	FY2024 (Budget)
Beginning Balance	\$ 280,506	\$ 86,917	\$ 103,771	\$ 103,771
Addition (Use of)	(101,173)	60,986	-	-
Capital Reserve	(92,416)	(44,132)	-	-
Ending Balance	\$ 86,917	\$ 103,771	\$ 103,771	\$ 103,771
Capital Reserve Balance	\$ 92,416	\$ 136,548		

Herriman City Budget Versus Actual Report - February 2023							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Water Sales	13,724	143,554	-	(143,554)	0%	125,148	115%
Water Impact Fees	-	16,884	-	(16,884)	0%	16,884	100%
Interest Income	975	10,316	-	(10,316)	0%	-	0%
Total Revenue	\$ 14,699	\$ 170,754	\$ -	\$ (170,754)	0%	\$ 142,032	120.2%
Expenditures							
Personnel	895	9,146	-	(9,146)	0%	11,720	78%
Operating	11,941	123,053	-	(123,053)	0%	44,400	277%
Capital	-	12,157	-	(12,157)	0%	-	0%
Transfer to General Fund	-	163,235	-	(163,235)	0%	-	0%
Total Expenditures	\$ 12,836	\$ 307,591	\$ -	\$ (307,591)	0%	\$ 56,120	548.1%
Excess of Revenues Over (Under) Expenditures	\$ 1,863	\$ (136,837)	\$ -			\$ 85,912	

Fund Balance Available				
	FY2021	FY2022 (Actual)	FY2023 (Budget)	FY2024 (Budget)
Beginning Balance	\$ 490,611	\$ 617,677	\$ 788,439	\$ 788,439
Addition (Use of)	127,066	170,762	-	-
Ending Balance*	\$ 617,677	\$ 788,439	\$ 788,439	\$ 788,439
Impact Fees Collected	\$ 33,768	\$ 33,768		

*Ending balance includes restricted impact fees



STAFF REPORT

DATE: 3/29/2023

TO: The Honorable Mayor and City Council

FROM: Blake Thomas, Community Development Director

SUBJECT: Consideration to Abandon and Vacate a Temporary Retention Basin Easement on Lot 218 of Creek Ridge Estates Subdivision Phase 2A

RECOMMENDATION:

Approve the request to abandon and vacate the temporary retention basin easement on Lot 218 of Creek Ridge Estates Subdivision Phase 2A.

ISSUE BEFORE COMMISSION:

Should the city council approve the request to abandon and vacate a temporary retention basin easement on an existing single-family home building lot in an approved residential subdivision?

BACKGROUND/SUMMARY:

The plat for Creek Ridge Estates Phase 2A placed a temporary retention basin easement with the following note:

LOT 218 SUBJECT TO TEMPORARY RETENTION BASIN TO BE OWNED AND MAINTAINED BY DEVELOPER. TEMPORARY DETENTION BASIN EASEMENT & FEATURES CAN BE ABANDONED AND VACATED ONCE DEVELOPMENT OF THE PROPERTY TO THE SOUTH (TAX ID #26-34-200-003-0000) HAS CONSTRUCTED THE NECESSARY FACILITIES TO HANDLE RUNOFF WATER AND WRITTEN APPROVAL IS GRANTED BY HERRIMAN CITY ENGINEERING DEPARTMENT. NO BUILDING PERMIT SHALL BE ISSUED ON LOT 218 UNTIL SAID TEMPORARY RETENTION BASIN IS ABANDONED AND VACATED.

DISCUSSION:

The engineering staff has visited the site and noted that there is an existing earthen ditch cut along the south property line of the Creek Ridge development. Additionally, there has been a precast wall placed on the south property line by the developer. Both improvements prevent offsite runoff from the open fields located to the south and west to enter the retention pond. Significant improvements to the ditch and precast wall would be required to convey runoff to the pond. Engineering staff does not recommend performing this work whereas diverting runoff flows could result in flooding

to nearby existing homes and properties that are currently not at risk. Due to these factors, it has been determined that the easement is no longer necessary.

ALTERNATIVES:

It is recommended by staff that the easement be vacated and abandoned as requested. Other alternative actions may be taken and are discussed in the table below:

Action	Pros	Cons
Approve the request to abandon and vacate the easement [Recommended]	Does not divert runoff from its natural path across undeveloped property.	Non identified
Deny this request to abandon and vacate the easement	Non identified	Requires a retention pond to remain on the lot that serves no purpose for stormwater management.

FISCAL IMPACT

Removal of the easement allows the development of a home to proceed on the lot which provides revenue to the city as follows (numbers shown are approximate assuming the home built on the site will be 3000 square feet with a two-car garage):

- Impact Fees: \$12,650±
- Permit Fees: \$5,800±

ATTACHMENTS:

- 1) Creek Ridge Subdivision Phase 2A Plat
- 2) Memo to Developer from City Engineer



Memo

To: Edge Homes Attn: Brandon Watson
From: Blake Thomas, P.E., City Engineer
Date: March 29, 2023
Re: Temporary Retention Pond Easement for Lot 218 of Creek Ridge Ph. 2A

The engineering staff has visited lot 218 of the Creek Ridge Phase 2A Subdivision and determined that the existence of the earthen ditch and the precast wall on the southern property line makes the temporary retention pond easement no longer necessary. Engineering hereby grants approval for the removal of the temporary retention pond easement that was created on the subdivision plat. Engineering staff will proceed with the formal process of presenting to the city council for the purpose of vacating and abandoning the temporary easement. Once the easement vacation and abandonment process is complete a building permit may be issued for the lot.

RESOLUTION NO. 2023-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HERRIMAN, UTAH,
VACATING A TEMPORARY EASEMENT ON LOT 218 IN THE CREEK RIDGE
ESTATES SUBDIVISION, PHASE 2A.**

WHEREAS, in 2018, the City of Herriman (the “City”) approved a plat in Phase 2A of the Creek Ridge Estates Subdivision.

WHEREAS, in a note, it stated:

LOT 218 SUBJECT TO TEMPORARY RETENTION BASIN TO BE OWNED AND MAINTAINED BY DEVELOPER. TEMPORARY DETENTION BASIN EASEMENT & FEATURES CAN BE ABANDONED AND VACATED ONCE DEVELOPMENT OF THE PROPERTY TO THE SOUTH (TAX ID #26-34-200-003-0000) HAS CONSTRUCTED THE NECESSARY FACILITIES TO HANDLE RUNOFF WATER AND WRITTEN APPROVAL IS GRANTED BY HERRIMAN CITY ENGINEERING DEPARTMENT. NO BUILDING PERMIT SHALL BE ISSUED ON LOT 218 UNTIL SAID TEMPORARY RETENTION BASIN IS ABANDONED AND VACATED.

WHEREAS, engineering staff has determined that the easement is no longer necessary and vacation of the easement is appropriate.

WHEREAS, the Herriman City Council (the “City Council”) finds that the easement vacation will benefit the health, safety, and welfare of the residents.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HERRIMAN, UTAH:

SECTION 1. Vacation. The City Council hereby vacates the temporary easement over Lot 218 in the Creek Ridge Estates Subdivision, Phase 2A. This Resolution shall be recorded with the Salt Lake County Recorder’s Office for Parcel No. 26-27-480-021.

SECTION 2. Effective Date. This Resolution shall become effective immediately upon passage.

**APPROVED BY THE CITY COUNCIL OF THE CITY OF HERRIMAN, UTAH, ON
THIS _____ DAY OF _____, 2023.**

HERRIMAN CITY COUNCIL

Mayor: _____
Lorin Palmer

Attest: _____
Jackie Nostrom, City Recorder



STAFF REPORT

DATE: 3/29/2023

TO: The Honorable Mayor and City Council

FROM: Blake Thomas, Community Development Director

SUBJECT: Consideration to Vacate and Abandon a Slope Easement Located at Approximately 5077 West 12560 South

RECOMMENDATION:

The engineering staff recommends approval of the request to vacate and abandon a slope easement for the garden plots along the north side of Herriman Blvd, west of Main Street.

ISSUE BEFORE COMMISSION:

Should the city council approve a request from the developer of the garden plots to vacate and abandon a slope easement along Herriman Blvd?

BACKGROUND/SUMMARY:

A slope easement was acquired by Herriman City from three property owners in 2008, shown in Figure 1.

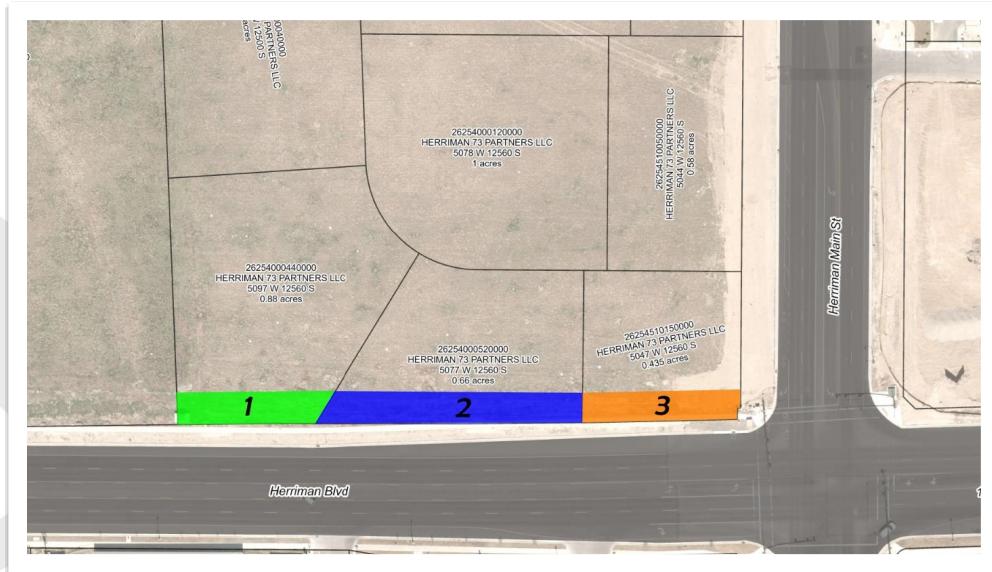


Figure 1. Map Showing Slope Easement

The slope easement was purchased by Herriman City to facilitate the construction of Herriman Boulevard.

DISCUSSION:

The developer of the garden plots has requested that the city vacate and abandon the slope easement on the garden plots development. The engineering staff has determined that the slope easement is no longer necessary. Upon review, legal counsel advised that Herriman City is obligated to seek reimbursement for the costs incurred with acquiring the slope easement. A discussion regarding the original cost and current size of each easement, as depicted in Figure 1, is provided below:

Parcel	Size (ft ²)	Purchase Amount
1	2,907	\$5,996
2	5,059	\$10,434
3	3,930	\$8,106
Total		\$24,536

Since the easement was purchased parcel 3 has been reduced in size for the construction of Main Street ROW and the installation of the traffic signal, effectively reducing the value of the property by \$4,567. It is therefore recommended that the cost to be paid to Herriman by the applicant for the release of the easement in its entirety is \$19,969.

ALTERNATIVES:

Action	Pros	Cons
Approve the request to abandon and vacate the easement [Recommended]	Releases an unnecessary easement.	Non identified
Deny this request to abandon and vacate the easement	Non identified	Requires the easement to remain on the lot that serves no purpose for what it was intended for.

FISCAL IMPACT

The cost for the slope easement (minus the reductions from improvements since the easement was acquired) is \$19,969. The easement was acquired with Salt Lake County Corridor Preservation Funds and a portion of the funds may need to be returned to the fund. Staff will work closely with Salt Lake County to ensure that all funding requirements are met.

ATTACHMENTS:

- 1) Recorded Easements for each parcel.

WHEN RECORDED, MAIL TO:
 Herriman City
 13011 South Pioneer Street,
 Herriman, Utah 84065

10468934
 07/01/2008 11:11 AM \$12.00
 Book - 9623 Pg - 2012-2013
 GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 LANDMARK TITLE
 BY: ZJM, DEPUTY - WI 2 P.

Easement

Salt Lake County

Dian Thomas, Trustee of The 1996 Dian Thomas Trust hereinafter referred to as "Grantor", hereby grants and conveys to Herriman City hereinafter referred to as "Grantee", for and in consideration of the sum of \$1.00 and other good and valuable consideration in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, the following described easement, being in the county of Salt Lake, State of Utah, to wit:

A perpetual slope easement for the purpose of constructing and maintaining thereon cut and/or fill slopes, incident to the grading for the Herriman Parkway, said easement being a portion of an entire tract of land situate in the Southeast Quarter of Section 25, Township 3 South, Range 2 West, Salt Lake Base and Meridian, said entire tract being recorded in Entry 6413940, Book 7451, Page 695 at the office of the Salt Lake County Recorder. The easement includes the right to maintain and continue the existence of said cut and/or fill slopes in the same grade and slope ratio as constructed by Herriman City. The Easement shall run with the Real Property and shall be binding upon the Grantor and the Grantors successors, heirs and assigns, and includes and conveys all rights of grantor to change the vertical distance or grade of said cut and/or fill slopes. The boundaries of said easement are described more particularly as follows:

Beginning at a point on the west boundary line of the grantor's land, said point being South 89° 36'57" East 503.85 feet along the section line and NORTH 57.55 feet from the South Quarter Corner of said Section 25; thence North 02° 06'57" West 24.51 feet along said west boundary line; thence North 89° 14'13" East 79.65 feet; thence South 89° 37'02" East 46.93 feet to the grantor's east boundary line; thence South 31° 28'03" West 28.61 feet along said line; thence North 89° 37'02" West 31.92 feet; thence South 89° 14'13" West 78.82 feet to the point of beginning.

Containing 2,907 square feet more or less.

Parcel # 26-25-400-005

Basis of bearings: South 89° 36'57" East from the South Quarter Corner of Section 25 (*SLCO monument 3S2W2502*) to the Southeast Corner of said section (*SLCO monument 3S2W2501*) per published data at the office of the Salt Lake County Surveyor.

Continued on Page 2

TO HAVE AND HOLD the same, together with all and singular the appurtenances thereunto, of all interest, equity and claim whatsoever the Grantor may have, either in law or equity, for the proper use, benefit and behalf of the Grantee forever.

IN WITNESS WHEREOF, the Grantee has caused this instrument to be executed thereunto duly authorized, this _____ day of _____, A.D. 20____.

STATE OF UTAH

COUNTY OF SALT LAKE

By _____

ss.

By _____

Dean Thomas
Trustee

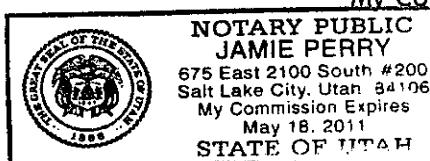
The foregoing instrument was acknowledged before me this 26th day of June, 2008 by the persons to me known as the person(s) described in and who executed the foregoing instrument and Acknowledged before me that (s)he executed the same.

Witness my hand and official seal the date in this certificate first above written:

[Signature]
NOTARY PUBLIC

5/18/2011

My Commission Expires



WHEN RECORDED, MAIL TO:

Herriman City
13011 South Pioneer Street
Herriman, Utah 84096

10450645
06/11/2008 09:36 AM \$0.00
Book - 9616 Pg - 1421-1422
GARY W. OTT
RECODER, SALT LAKE COUNTY, UTAH
LANDMARK TITLE
BY: SLR, DEPUTY - WI 2 P.

Easement

Salt Lake County

William E. Beckstead, hereinafter referred to as "Grantor," hereby grant and convey to **Herriman City, a Utah Municipality**, 13011 South Pioneer Street, Herriman, Utah 84096, hereinafter referred to as "Grantee," for and in consideration of the sum of \$1.00 and other good and valuable consideration in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, the following described easement, being in the county of Salt Lake, State of Utah, to wit:

A perpetual slope easement for the purpose of constructing and maintaining thereon cut and/or fill slopes, incident to the grading for the Herriman Parkway, said easement being a portion of an entire tract of land situate in the Southeast Quarter of Section 25, Township 3 South, Range 2 West, Salt Lake Base and Meridian, said entire tract being recorded in Entry 3251539, Book 4830, Page 227, at the office of the Salt Lake County Recorder. The easement includes the right to maintain and continue the existence of said cut and/or fill slopes in the same grade and slope ratio as constructed by Herriman City. The Easement shall run with the Real Property and shall be binding upon the Grantor and the Grantors successors, heirs and assigns, and includes and conveys all rights of grantor to change the vertical distance or grade of said cut and/or fill slopes. The boundaries of said easement are described more particularly as follows:

Beginning at a point on the west boundary line of the grantor's land, said point being South 89°36'57" East 614.58 feet along the section line and NORTH 59.13 feet from the South Quarter Corner of said Section 25; thence North 31 °28'03" East 27.73 feet along said west boundary line; thence South 89°14'26" East 66.58 feet; thence South 88°34'14" East 160.11 feet to the grantor's east boundary line; thence South 00°23'03" West 17.98 feet along said line to a non-tangent point of curvature; thence southwesterly 219.42 feet along the arc of a 9,940.00 foot radius curve to the right, through a central angle of 01°15'53", the chord of which bears South 89°45'16" West 219.42 feet; thence North 89°37'02" West 21.58 feet to the point of beginning.

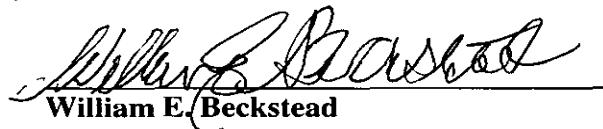
Containing 5,059 square feet more or less. Parcel # 26-25-400-015.

Continued on Page 2

Basis of bearings: South 89°36'57" East from the South Quarter Corner of Section 25 (*SLCO monument 3S2W2502*) to the Southeast Corner of said section (*SLCO monument 3S2W2501*) per published data at the office of the Salt Lake County Surveyor.

TO HAVE AND HOLD the same, together with all and singular the appurtenances thereunto, of all interest, equity and claim whatsoever the Grantor may have, either in law or equity, for the proper use, benefit and behalf of the Grantee forever.

IN WITNESS WHEREOF, the Grantee has caused this instrument to be executed thereunto duly authorized, this 8 day of February, 2008.

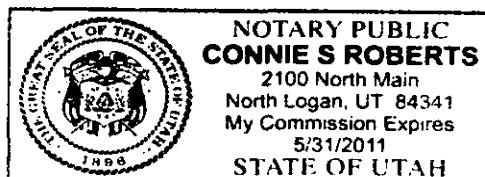


William E. Beckstead

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

The foregoing instrument was acknowledged before me this 8 day of February, 2008, by William E. Beckstead, who executed the foregoing instrument and acknowledged before me that he executed the same.

Witness my hand and official seal the date in this certificate first above written:



Connie S. Roberts
NOTARY PUBLIC
My Commission Expires 5/31/2011

10342784
 02/07/2008 04:10 PM \$0.00
 Book - 9567 Pg - 7156-7157
 GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 LANDMARK TITLE
 BY: ZJM, DEPUTY - WI 2 P.

WHEN RECORDED, MAIL TO:
 Herriman City
 13011 South Pioneer Street,
 Herriman, Utah 84096

Easement

Salt Lake County

Dennis Furse hereinafter referred to as "Grantor", hereby grants and conveys to Herriman City, a Utah Municipality, 13011 South Pioneer Street, Herriman, Utah 84096, hereinafter referred to as "Grantee", for and in consideration of the sum of \$1.00 and other good and valuable consideration in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, the following described easement, being in the county of Salt Lake, State of Utah, to wit:

A perpetual slope easement for the purpose of constructing and maintaining thereon cut and/or fill slopes, incident to the grading for the Herriman Parkway, said easement being a portion of an entire tract of land situate in the Southeast Quarter of Section 25, Township 3 South, Range 2 West, Salt Lake Base and Meridian, said entire tract being recorded in Entry 6015838, Book 7096, Page 1370 at the office of the Salt Lake County Recorder. The easement includes the right to maintain and continue the existence of said cut and/or fill slopes in the same grade and slope ratio as constructed by Herriman City. The Easement shall run with the Real Property and shall be binding upon the Grantor and the Grantors successors, heirs and assigns, and includes and conveys all rights of grantor to change the vertical distance or grade of said cut and/or fill slopes. The boundaries of said easement are described more particularly as follows:

Beginning at a point on the west boundary line of the grantor's land, said point being South 89° 36'57" East 855.58 feet along the section line and NORTH 61.54 feet from the South Quarter Corner of said Section 25; thence North 00° 23'03" East 17.98 feet along said west boundary line; thence North 88° 40'54" East 217.89 feet to the grantor's east boundary line; thence South 00° 23'03" West 17.47 feet along said line; thence South 88° 13'54" West 63.45 feet to a point of curvature; thence southwesterly 154.45 feet along the arc of a 9,940.00 foot radius curve to the right, through a central angle of 00° 53'25", the chord of which bears South 88° 40'37" West 154.45 feet to the point of beginning.

Containing 3,930 square feet more or less.
 Parcel # 26-25-400-016

Basis of bearings: South 89° 36'57" East from the South Quarter Corner of Section 25 (*SLCO monument 3S2W2502*) to the Southeast Corner of said section (*SLCO monument 3S2W2501*) per published data at the office of the Salt Lake County Surveyor.

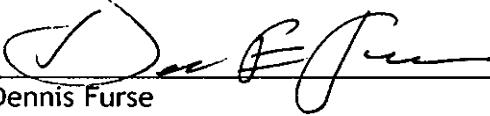
Continued on Page 2

TO HAVE AND HOLD the same, together with all and singular the appurtenances thereunto, of all interest, equity and claim whatsoever the Grantor may have, either in law or equity, for the proper use, benefit and behalf of the Grantee forever.

IN WITNESS WHEREOF, the Grantee has caused this instrument to be executed thereunto duly authorized, this 4th day of February, A.D. 2008.

STATE OF UTAH

COUNTY OF SALT LAKE

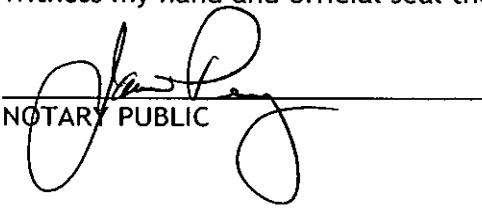
By 
Dennis Furse

ss.

By _____

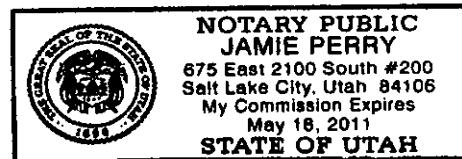
The foregoing instrument was acknowledged before me this 4th day of February, 2008 by the persons to me known as the person(s) described in and who executed the foregoing instrument and Acknowledged before me that (s)he executed the same.

Witness my hand and official seal the date in this certificate first above written:


NOTARY PUBLIC

5/18/2011

My Commission Expires



RESOLUTION NO. 2023-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HERRIMAN, UTAH, VACATING A SLOPE EASEMENT LOCATED AT APPROXIMATELY 5077 WEST AND 12560 SOUTH.

WHEREAS, in 2008, the City of Herriman (the “City”) acquired a “slope easement” to facilitate the construction of Herriman Boulevard at approximately 5077 West and 12560 South.

WHEREAS, recently the developer requested the easement to be removed for future projects and the developer is willing to compensate the City for such removal.

WHEREAS, engineering staff has determined that the easement is no longer necessary and vacation of the slope easement is appropriate.

WHEREAS, the Herriman City Council (the “City Council”) finds that the easement vacation will benefit the health, safety, and welfare of the residents.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HERRIMAN, UTAH:

SECTION 1. Vacation. In consideration of \$19,969.00, the City Council hereby vacates the slope easements described in **Exhibit A**. This Resolution shall be recorded with the Salt Lake County Recorder’s Office for Parcel Nos. 26-25-400-005, 26-25-400-015, and 26-25-400-016.

SECTION 2. Effective Date. This Resolution shall become effective immediately upon passage.

APPROVED BY THE CITY COUNCIL OF THE CITY OF HERRIMAN, UTAH, ON
THIS _____ DAY OF _____, 2023.

HERRIMAN CITY COUNCIL

Mayor: _____
Lorin Palmer

Attest: _____
Jackie Nostrom, City Recorder

Exhibit A
(Descriptions of Slope Easement Vacations)



STAFF REPORT

DATE: **March 29, 2023**

TO: The Honorable Mayor and City Council

FROM: Bryce Terry, Assistant City Engineer

SUBJECT: Consideration to Award the Construction Contract for Rose Creek Trail Connector Project

RECOMMENDATION:

It is recommended to award the construction contract for the Rose Creek Trail Connector Project to the low bidder, Black Forest Paving LLC.

ISSUE BEFORE COUNCIL:

Should the City Council award the construction contract for this project to the low bidder?

BACKGROUND/SUMMARY:

This project is to install an asphalt trail along Rose Creek behind the Public Works Yard. This project went out to bid on March 13, and the Bid Opening was held on March 29. The Project area is shown in Figure 1 below:

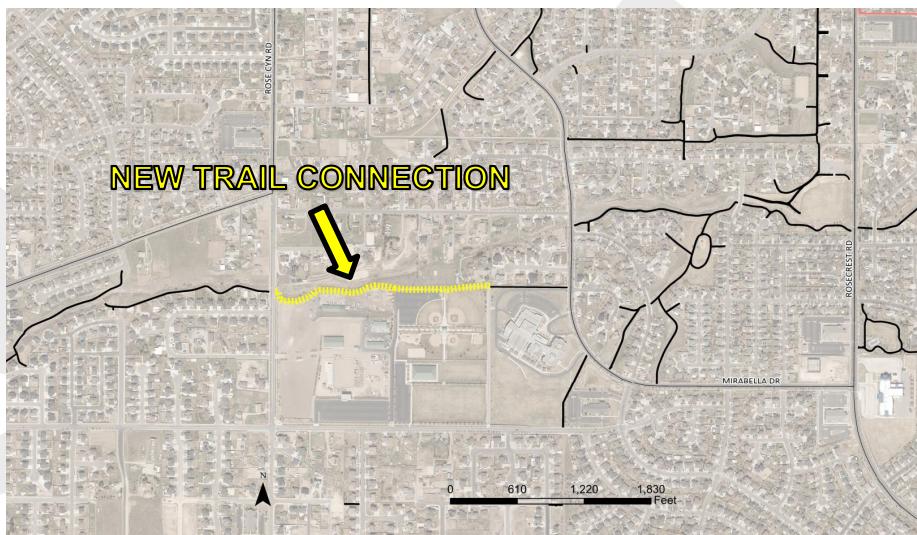


Figure 1. Project Area

DISCUSSION:

The bid results were as follows:

Table 1. Bid Results for Rose Creek Trail Connector

Contractor:	Bid Amount
Beck Construction	\$ 307,119.00
Newman Construction	\$ 210,000.00
Black Forest Paving	\$ 157,252.10
RC Paving & Construction	\$ 195,829.65

Black Forest Paving is the apparent low bidder for this project. A due diligence review of Black Forest has verified they meet the requirements and expectations of the City.

FISCAL IMPACT:

Assuming the low bid is used as the contract cost for this project, a budget analysis was created below:

Table 2. Budget Analysis

Total Budget Amount Available:	\$ 251,500.00
Budget Used Thus Far:	\$ 914.00
Construction Cost:	\$ 157,252.10
Non-Construction Costs:	\$ 15,000.00
Remaining Amount for Contingency:	\$ 78,333.90

ALTERNATIVES:

Option 1 [Recommended] - Award the construction project contract to the low bidder, Black Forest Paving. This will allow the project to adhere to the City's fiscal budgets & deadlines. Additionally, Black Forest Paving is a contractor the City is familiar with and has worked well with us in the past.

Option 2 – Do not award the lowest bidder and award the bid to another bidder. This option would go against the City's procurement policy, which is to accept the low bid if the bidder passes all due diligence review requirements. Currently, City Staff has not found any reason to disqualify the low bidder on this project.

Option 3 – Do not award any bid. This option has no apparent benefit to the City and would mean this project would have to be readvertised and rebid at another date. Prices will likely increase as the number of bidders that will be interested in the project will decline.



STAFF REPORT

DATE: March 30, 2023

TO: The Honorable Mayor and City Council

FROM: Jonathan Bowers | Wendy Thomas

SUBJECT: Review and Consider an Interlocal Agreement with Salt Lake County regarding the reimbursement of up to \$800,000 to Herriman City from Fourth quarter Regional Transportation Choice Funds for the Midas Creek Trail Expansion

RECOMMENDATION:

Staff recommends approving an Interlocal Agreement with Salt Lake County for the reimbursement of up to \$800,000 for the Midas Creek Trail Expansion.

ISSUE BEFORE COUNCIL:

Does the City Council want to enter an Interlocal Agreement with Salt Lake County for reimbursement of up to \$800,000 for the construction of an asphalt trail through the Jackson Village and Teton Ranch Subdivision along the Midas Creek Drainage between 6000 West and future 6400 West?

BACKGROUND/SUMMARY:

During the 2018 General Session, the Utah State Legislature enacted Senate Bill 136, which allowed for a one percent local option sales and use tax, which is used by Salt Lake County in its Regional Transportation Choice Fund (4th Quarter), which provides for on-going transportation funding in Salt Lake County.

The County has appropriated Transportation Funds to further regional transportation by financing all or a portion of the costs of transportation projects throughout the County.

DISCUSSION:

City Staff applied to Salt Lake County for funds to construct an asphalt trail along the Midas Creek Drainage from 6000 West to the future 6400 West. The trail will extend the current Midas Creek Trail under 6000 West to the west through the Jackson Village and Teton Ranch residential developments. The trail is contemplated in the Teton Ranch and Jackson Village Master Development Agreement as a reimbursable item. The project is also listed in

the Capital Improvement Plan as Midas Creek Asphalt Trail Improvements Phase 2. The trail will be non-motorized, other than approved maintenance vehicles.

ALTERNATIVES:

Alternative	Challenge	Benefit
Approve the Interlocal Agreement	None identified	Helps the City fund another section of regional trail in the City that makes critical connections for active transportation. Leaves City funds for other projects.
Do not approve the Interlocal Agreement	Leaves a critical regional trail connection disconnected. Pushes the construction of the asphalt trail out to another date.	None identified

FISCAL IMPACT:

There is no match required from the City, however, the project is identified in EasyCIP as being funded over the next five years at \$250,000 per year.

ATTACHMENTS:

HRM #3353_Midas Creek Trail Expansion_ILA
MidasCreeekTrailWest



COUNTY COUNCIL

Aimee Winder Newton,
Chair
District #3

Laurie Stringham
At-Large A

Sheldon Stewart
At-Large B

Jim Bradley
At-Large C

Arlyn Bradshaw
District #1

Dave Alvord
District #2

Aimee Winder Newton
District #3

Ann Granato
District #4

Suzanne Harrison
District #5

Dea Theodore
District #6

Ms. Antigone Carlson
Contracts Coordinator
Contracts & Procurement Division
Rm. N4-600, Government Center
Salt Lake City, Utah 84190

Dear Ms. Carlson:

The Salt Lake County Council, at its meeting held this day, approved the attached RESOLUTION NO. 6070 authorizing execution of an INTERLOCAL AGREEMENT between Salt Lake County for its Planning and Transportation Division and **Herriman City** – Transfer of Fourth Quarter Regional Transportation Choice Funds.

Salt Lake County will transfer up to \$800,000 from its Regional Transportation Choice Fund to Herriman City to reimburse the city for certain costs it incurred to complete the Midal Creek Trail Extension project.

The agreement will terminate upon expiration of the reimbursement term. If upon expiration of the reimbursement term, the County has not disbursed the maximum reimbursable amount, then all such undisbursed transportation funds may be used by the County as it deems appropriate.

Pursuant to the above action, you are hereby authorized to effect the same.

Respectfully yours,

SALT LAKE COUNTY COUNCIL

LANNIE CHAPMAN, COUNTY CLERK

By 
Deputy Clerk

ks

cc: Darrin Casper/Mayor Finance
Helen Peters/Planning & Transportation Division
Shawna Soliz/Contracts & Procurement Division

SALT LAKE COUNTY RESOLUTION

RESOLUTION NO. 6070

February 28, 2023

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH HERRIMAN CITY PROVIDING FOR THE TRANSFER OF COUNTY TRANSPORTATION FUNDS FOR A CERTAIN TRANSPORTATION PROJECT WITHIN SALT LAKE COUNTY.

WITNESSETH

WHEREAS, Salt Lake County (the “County”) and Herriman City (the “City”) are “public agencies” as defined by the Utah Interlocal Cooperation Act, UTAH CODE §§ 11-13-101 to -608, and are therefore authorized to enter into an Agreement to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers; and

WHEREAS, during the 2018 General Session, the Utah State Legislature enacted Senate Bill 136, which allowed for a one percent local option sales and use tax, which is used by the County in its Regional Transportation Choice Fund (4th Quarter), which provides for on-going transportation funding in Salt Lake County (hereinafter “Transportation Funds”); and

WHEREAS, the County has appropriated Transportation Funds to further regional transportation by financing all or a portion of the costs of transportation projects throughout the County in accordance with Utah Code § 59-12-2219 and all other applicable federal, state and local laws, rules and regulations; and

WHEREAS, among these transportation projects is the Midas Creek Trail Extension project; and

WHEREAS, the Parties now desire to enter into an agreement providing for the transfer of up to Eight Hundred Thousand Dollars (\$800,000) of Transportation Funds to the City to reimburse the City for certain costs incurred by the City to complete the Project; and

WHEREAS, the County now desires to enter into an interlocal cooperation agreement with the City, which agreement is attached hereto as **ATTACHMENT A** (the “Interlocal Agreement”), to provide for the transfer of County Transportation Funds to the City on a reimbursement basis for a certain transportation project, as more fully described in the Interlocal Agreement;

RESOLUTION

NOW, THEREFORE, IT IS HEREBY RESOLVED, by the County Council of Salt Lake County:

1. That the Interlocal Agreement between Salt Lake County and Herriman City is approved, in substantially the form attached hereto as **ATTACHMENT A**, and that the Salt Lake County Mayor is authorized to execute the same.
2. That the Interlocal Agreement will become effective as stated therein.

APPROVED and ADOPTED this 28 day of February, 2023.

SALT LAKE COUNTY COUNCIL

By: Aimee Winder Newton
Aimee Winder Newton, Chair
Date: 2/28/2023

ATTEST:

Lannie Chapman
Lannie Chapman
Salt Lake County Clerk

REVIEWED AS TO FORM:



Adam Miller
2023.02.02 14:32:33 -07'00'

Adam Miller
Deputy District Attorney
Date: _____

Council Member Alvord voting	<u>Aye</u>
Council Member Bradley voting	<u>Aye</u>
Council Member Bradshaw voting	<u>Aye</u>
Council Member Granato voting	<u>Aye</u>
Council Member Harrison voting	<u>Aye</u>
Council Member Stewart voting	<u>Aye</u>
Council Member Stringham voting	<u>Aye</u>
Council Member Theodore voting	<u>Aye</u>
Council Member Winder Newton voting	<u>Aye</u>

ATTACHMENT A

Interlocal Cooperation Agreement Between Salt Lake County
and Herriman City

*County Transportation Funds—
Midas Creek Trail Extension*

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY

and

HERRIMAN CITY

Midas Creek Trail Extension

This Interlocal Cooperation Agreement (this “Agreement”) is entered into by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah (the “County”); and **HERRIMAN CITY**, a municipal corporation of the State of Utah (the “City”). The County and the City may each be referred to herein as a “Party” and collectively as the “Parties.”

R E C I T A L S:

A. The County and the City are “public agencies” as defined by the Utah Interlocal Cooperation Act, UTAH CODE §§ 11-13-101 to -608 (the “Interlocal Act”), and, as such, are authorized by the Interlocal Act to enter into this Agreement to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers. Additionally, Section 11-13-215 of the Interlocal Act authorizes a county, city, town, or other local political subdivision to share its tax and other revenues with other counties, cities, towns, local political subdivisions, or the state.

B. During the 2018 General Session, the Utah State Legislature enacted Senate Bill 136, which allowed for a one percent local option sales and use tax, which is used by the County in its Regional Transportation Choice Fund (4th Quarter), which provides for on-going transportation funding in Salt Lake County (hereinafter “Transportation Funds”).

C. The County has appropriated Transportation Funds to further regional transportation by financing all or a portion of the costs of transportation projects throughout the County in accordance with Utah Code § 59-12-2219 and all other applicable federal, state and local laws, rules and regulations.

D. The Parties now desire to enter into this Agreement providing for the transfer of up to Eight Hundred Thousand Dollars (\$800,000) of Transportation Funds to the City to reimburse the City for certain costs incurred by the City to complete the Midas Creek Trail Extension project (the “Project”).

A G R E E M E N T:

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the Parties represent and agree as follows:

ARTICLE 1 - INCORPORATION AND DEFINITIONS

1.1. **Incorporation and Definitions.** The foregoing recitals and all exhibits hereto are hereby made a part of this Agreement. Unless otherwise defined in this Agreement, terms shall have the meaning set forth in the Transportation Code. The following terms shall have the following meanings in this Agreement:

- (a) **Certificate of Grant Recipient:** The Certificate of Grant Recipient attached hereto as **Exhibit A**.
- (b) **Event of Default:** As defined in Section 6.1 below.
- (c) **Event of Force Majeure:** As defined in Section 7.4 below.
- (d) **Maximum Reimbursable Amount:** Eight Hundred Thousand Dollars (\$800,000).
- (e) **Project:** The transportation project described in the Project Description.
- (f) **Project Description:** The design and construction of a 10' Mixed Use Asphalt Trail + 8 ft Equestrian Trail to extend existing trail system and double trail system along Midas Creek. This project will provide a pedestrian bridge across Midas Creek towards the middle of the project to connect with and additional Trail on the north side of the Midas Creek and to a regional park. It will also provide a grade separated road crossing connection to the existing trail system at 6000 West.
- (g) **Project Element.** A discrete portion of a Project.
- (h) **Reimbursable Project Costs:** Costs incurred by the City during the Reimbursement Term for the Project, so long as such costs are consistent with the allowable uses for Transportation Funds described in Utah Code § 59-12-2212.2 and in accordance with the Certificate of Grant Recipient.
- (i) **Reimbursement Term:** The period of time commencing with the effective date of this Agreement and expiring upon the earlier of (i) the date the City has been disbursed, in aggregate, the Maximum Reimbursable Amount, (ii) the date this Agreement is terminated, or (iii) June 30, 2027, which date may be extended by the County, in its sole discretion, but only in writing, upon receipt of a written request from the City setting forth the City's justification for such an extension.
- (j) **Request for Disbursement:** A statement from the City, in the form attached hereto as **Exhibit B**, requesting an amount of Transportation Funds to be disbursed to the

City for reimbursement of Reimbursable Project Costs.

(k) Transportation Code: §§ 72-1-101 to -16-402, UTAH CODE (2022).

(l) Transportation Funds: As defined in the Recitals, above.

1.2. Interpretation of Action That May be Taken by the County. Whenever in this Agreement an action may be taken or not taken by the County, in its sole discretion, this shall mean that the action may be taken or not taken by the Mayor of the County, or his/her official designee (or the Director of the Department of Regional Planning, Housing and Economic Development, if such duty is so delegated to him/her by the Mayor of the County), in his/her sole discretion.

ARTICLE 2 - DISBURSEMENT OF TRANSPORTATION FUNDS

2.1. Transportation Funds. During the Reimbursement Term, the County shall disburse Transportation Funds to the City to reimburse the City for Reimbursable Project Costs, up to the Maximum Reimbursable Amount for the Project, all on the terms and subject to the conditions of this Agreement.

2.2. Annual Status Update. Until the Project has been completed and Transportation Funds have been fully disbursed to the City, the City shall, on an annual basis, update the County on the status of: (a) the Project; and (b) the anticipated timing and amount of future Request for Disbursement submittals. This annual update shall be submitted to the County in writing (via letter or email) on or before June 30th each year.

2.3. Execution of Certificate of Grant Recipient. Concurrent with the execution of this Agreement, the City shall execute the Certificate of Grant Recipient attached hereto as **Exhibit A**.

ARTICLE 3 - REPRESENTATIONS AND WARRANTIES

3.1. City's Representations and Warranties. The City hereby represents, covenants, and warrants to the County as follows:

(a) Use of Transportation Funds. Any Transportation Funds disbursed to the City by the County under this Agreement will be used by the City: (1) solely to reimburse the City for costs actually incurred by the City for the Project during the Reimbursement Term and consistent with the allowable uses for Transportation Funds described in Utah Code § 59-12-2212.2; and (2) in accordance with all other applicable federal, state and local laws, rules and regulations.

(b) No Default. No default or Event of Default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an Event of Default in any material respect on the part of the City under this Agreement.

(c) Information. To the best of the City's knowledge, any information

furnished to the County by the City under this Agreement or in connection with the matters covered in this Agreement are true and correct and do not contain any untrue statement of any material fact and do not omit any material fact.

(d) Relationship of County and City. The County is not acting as a lender to the City. The County has no fiduciary or other special relationship with the City and therefore no fiduciary obligations are created by this Agreement or are owed to the City or any third parties.

(e) Effect of Request for Disbursement. Each Request for Disbursement shall constitute a representation and warranty that the information set forth in such Request for Disbursement is true and correct.

3.2. City's Additional Representations – Liability and Reliance. Notwithstanding anything to the contrary in this Agreement, the City further represents that the County has not opined on and will not at any point be deemed to have opined on whether any particular Reimbursable Project Cost for which a disbursement of Transportation Funds is made to the City under this Agreement is consistent with the allowable uses for Transportation Funds described in Utah Code § 59-12-2212.2 or in accordance with other applicable federal, state and local laws, rules and regulations. As such, notwithstanding anything to the contrary in this Agreement, the City agrees to be liable for and indemnify the County from any improper use of the Transportation Funds, as indicated in Section 5.1 below. Furthermore, the City agrees that it will independently determine whether any particular Reimbursable Project Cost for which a disbursement of Transportation Funds is sought by and made to the City under this Agreement is consistent with the allowable uses for Transportation Funds described in Utah Code § 59-12-2212.2, and, as indicated in Section 4.2(e) below, the City agrees that it will not rely on the County's review or acceptance of any Request for Disbursement, the Project Description, or any other information submitted to the County by the City, in making that determination.

ARTICLE 4 - DISBURSEMENTS

4.1. Conditions for Each Disbursement of Transportation Funds. The County will not be obligated to disburse Transportation Funds to the City to cover Reimbursable Project Costs unless and until the following conditions have been satisfied:

(a) Documents to be Furnished for Each Disbursement. The City has furnished to the County, for each and every disbursement:

(1) a Request for Disbursement; and

(2) invoices and proof of payment for any Reimbursable Project Cost incurred by the City for which the City is seeking reimbursement from the County pursuant to the Request for Disbursement.

(b) Completion of Project Element. The City has completed or caused to be completed the Project Element or Elements to which the Request for Disbursement relates and for which Reimbursable Project Costs were incurred by the City.

(c) Reimbursable Project Costs Paid by the City. The Reimbursable Project Costs included in the Request for Disbursement have actually been paid by the City.

(d) No Event of Default. No Event of Default has occurred and is continuing beyond any applicable cure period.

(e) Warranties and Representations True. All warranties and representations made by the City in this Agreement have remained true and correct and all warranties and representations made by the City in the Request for Disbursement are true and correct.

4.2. Disbursements.

(a) In General. For any and all desired disbursements of Transportation Funds, the City shall submit a Request for Disbursement directly to the County. The City agrees to respond in a timely manner to any reasonable requests made by the County for additional information relating to any Request for Disbursement. In the event that the County declines to make the full disbursement requested in any Request for Disbursement for failure to comply with the terms of this Agreement, the County shall notify the City promptly and shall provide a written explanation of the specific reasons for such decision. The City shall submit a Request for Disbursement to the County no more frequently than once every thirty (30) days.

(b) Amount of Disbursement. Subject to compliance with the terms and conditions of this Agreement, the County shall disburse to the City the amount of Transportation Funds requested by the City in a Request for Disbursement for Reimbursable Project Costs, but in no event shall the County be required to disburse more than the Maximum Reimbursable Amount, in aggregate, over the Reimbursement Term. However, if the County determines that the City has not complied with all terms and conditions set forth in this Agreement or determines that the City's Request for Disbursement is deficient in any respect, the County may, in its sole discretion, decline to make a disbursement, or may make a partial disbursement based on the extent to which the City has complied with the terms and conditions set forth in this Agreement. Notwithstanding the foregoing, the County will not reimburse the City for Reimbursable Project Costs to the extent such costs have been funded with non-City funds (e.g., other federal, state, or local grant funds).

(c) Payment of Disbursements. The County shall, within ninety (90) days after receiving a Request for Disbursement from the City, either disburse to the City the amount requested by the City or provide a written notice to the City setting forth the reasons for non-disbursement or partial-disbursement. The County shall have no obligation to accept a Request for Disbursement or to make a disbursement of Transportation Funds to the City after expiration of the Reimbursement Term. Additionally, following expiration of the Reimbursement Term, the County may, in its sole discretion, reallocate any remaining and undisbursed Transportation Funds (for which a Request for Disbursement has not been submitted and is not pending) toward

other projects within Salt Lake County.

(d) Acquiescence Not a Waiver. To the extent that the County may have acquiesced in noncompliance with any conditions precedent to the disbursement of Transportation Funds, such acquiescence shall not constitute a waiver by the County and the County at any time after such acquiescence may require the City, as to future requests for disbursements, to comply with all such applicable conditions and requirements under this Agreement.

(e) Disclaimer of Liability.

(1) The County will not be responsible in any manner to the City or any third-party for the quality, design, construction, structural integrity, or health or safety features of any Project for which Transportation Funds are disbursed to the City to reimburse Reimbursable Project Costs, notwithstanding the County's review and/or approval of the City's Requests for Disbursement, the Project Description, or any other information submitted to the County under this Agreement.

(2) Furthermore, the City acknowledges and agrees that the County's review and/or approval of the City's Request for Disbursement, the Project Description, or any other information submitted to the County under this Agreement will not be deemed to be a review by the County as to whether any particular Reimbursable Project Cost for which a disbursement of Transportation Funds is sought by and made to the City under this Agreement is consistent with the allowable uses for Transportation Funds described in Utah Code § 59-12-2212.2 or in accordance with other applicable federal, state and local laws, rules and regulations. As such, the City agrees to be liable for and to indemnify the County from any improper use of the Transportation Funds, as indicated in Section 5.1 below.

ARTICLE 5 - COVENANTS AND AGREEMENTS

5.1. Indemnification and Liability.

(a) Liability. Both Parties are governmental entities under the Governmental Immunity Act of Utah, UTAH CODE §§ 63G-7-101 to -904 (the "Immunity Act"). Neither Party waives any defenses or limits of liability available under the Immunity Act and other applicable law. Both Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

(b) Indemnification. The City agrees to indemnify, hold harmless, and defend the County, its officers, agents, and employees from and against any and all actual or threatened claims, losses, damages, injuries, debts, and liabilities of, to, or by third Parties, including demands for repayment or penalties, however allegedly caused, resulting directly or indirectly from, or arising out of (i) the City's breach of this Agreement; (ii) any acts or omissions of or by the City, its agents, representatives,

officers, employees, or subcontractors in connection with the performance of this Agreement; (iii) any improper use of the Transportation Funds; or (iv) the City's breach of the Certificate of Grant Recipient attached hereto as **Exhibit A**. The City agrees that its duty to defend and indemnify the County under this Agreement includes all attorney's fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against the County for the defense of any claim or to satisfy any settlement, arbitration award, debt, penalty, or verdict paid or incurred on behalf of the County. The City further agrees that the City's indemnification obligations in this Section 5.1 will survive the expiration or termination of this Agreement.

5.2. Recordkeeping. The City agrees to maintain its books and records in such a way that any Transportation Funds received from the County will be shown separately on the City's books. The City shall maintain records adequate to identify the use of the Transportation Funds for the purposes specified in this Agreement. Upon request of the County, the City shall make its books and records related to the Transportation Funds available to the County at reasonable times.

5.3. Assignment and Transfer of Transportation Funds. The City shall not assign or transfer its obligations under this Agreement nor its rights to the Transportation Funds under this Agreement without prior written consent from the County. The City shall use the Transportation Funds provided pursuant to this Agreement exclusively and solely for the purposes set forth in the Agreement.

ARTICLE 6 - DEFAULTS AND REMEDIES

6.1. City Event of Default. The occurrence of any one or more of the following shall constitute an "Event of Default" as such term is used herein:

(a) Failure of the City to comply with any of the material terms, conditions, covenants, or provisions of this Agreement that is not fully cured by the City on or before the expiration of a sixty (60) day period (or, if the County approves in writing, which approval shall not be unreasonably withheld, conditioned or delayed, such longer period as may be reasonably required to cure a matter which, due to its nature, cannot reasonably be cured within 60 days) commencing upon the County's written notice to the City of the occurrence thereof.

6.2. County's Remedies in the Event of Default. Upon the occurrence of any Event of Default, the County may, in its sole discretion, and in addition to all other remedies conferred upon the County by law or equity or other provisions of this Agreement, pursue any one or more of the following remedies concurrently or successively, it being the intent hereof that none of such remedies shall be to the exclusion of any other:

(a) Withhold further disbursement of Transportation Funds to the City; and/or

(b) Reduce the amount of any future disbursement of Transportation Funds to the City by the amount incurred by the County to cure such default; and/or

(c) Terminate this Agreement.

ARTICLE 7 - MISCELLANEOUS

7.1. Interlocal Cooperation Act. In satisfaction of the requirements of the Interlocal Act in connection with this Agreement, the Parties agree as follows:

(a) This Agreement shall be approved by each Party pursuant to Section 11-13-202.5 of the Interlocal Act.

(b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney in behalf of each Party pursuant to and in accordance with Section 11-13-202.5 of the Interlocal Act.

(c) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Interlocal Act.

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

(e) No separate legal entity is created by the terms of this Agreement. Pursuant to Section 11-13-207 of the Interlocal Act, to the extent this Agreement requires administration other than as set forth herein, the County Mayor and the City Mayor are hereby designated as the joint administrative board for all purposes of the Interlocal Act.

7.2. Term of Agreement. This Agreement shall take effect immediately upon the completion of the following: (a) the approval of the Agreement by the governing bodies of the County and the City, including the adoption of any necessary resolutions or ordinances by the County and the City authorizing the execution of this Agreement by the appropriate person or persons for the County and the City, respectively, (b) the execution of this Agreement by a duly authorized official of each of the Parties, (c) the submission of this Agreement to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Act, and the approval of each respective attorney, and (d) the filing of a copy of this Agreement with the keeper of records of each Party. This Agreement shall terminate upon expiration of the Reimbursement Term. If upon expiration of the Reimbursement Term, the County has not disbursed to the City the Maximum Reimbursable Amount, then all such undisbursed Transportation Funds may be used by the County as the County deems appropriate.

7.3. Non-Funding Clause.

(a) The County has requested or intends to request an appropriation of Transportation Funds to be paid to the City for the purposes set forth in this Agreement. If Transportation Funds are not appropriated and made available beyond December 31 of the county fiscal year in which this Agreement becomes effective, the County's

obligation to contribute Transportation Funds to the City under this Agreement beyond that date will be null and void. This Agreement places no obligation on the County to Contribute Transportation Funds to the City in succeeding fiscal years. The County's obligation to contribute Transportation Funds to the City under this Agreement will terminate and become null and void on the last day of the county fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds are budgeted and appropriated. The Parties agree that such termination of the County's obligation under this Paragraph will not be construed as a breach of this Agreement or as an event of default under this Agreement, and that such termination of the County's obligation under this Paragraph will be without penalty and that no right of action for damages or other relief will accrue to the benefit of the City, its successors, or its assigns as to this Agreement, or any portion thereof, which may terminate and become null and void.

(b) If Transportation Funds are not appropriated and made available to fund performance by the County under this Agreement, the County shall promptly notify the City of such non-funding and the termination of this Agreement. However, in no event, shall the County notify the City of such non-funding later than thirty (30) days following the expiration of the county fiscal year for which Transportation Funds were last appropriated for contribution to the City under this Agreement.

7.4. Force Majeure. Neither Party will be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by an Event of Force Majeure that arises after this Agreement becomes effective. "Event of Force Majeure" means an event beyond the control of the County or the City that prevents a Party from complying with any of its obligations under this Agreement, including but not limited to: (i) an act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); (ii) war, acts or threats of terrorism, invasion, or embargo; or (iii) riots or strikes. If an Event of Force Majeure persists for a period in excess of sixty (60) days, the County may terminate this Agreement without liability or penalty, effective upon written notice to the City.

7.5. Notices. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within three days after such notice is deposited in the United States mail, postage pre-paid, and certified and addressed to the Parties at their respective addresses.

7.6. Ethical Standards. The City represents that it has not: (a) provided an illegal gift in connection with this Agreement to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards in connection with this Agreement set forth in State statute or Salt Lake County Code of Ordinances § 2.07; or (d) knowingly influenced, and hereby promises that it will not knowingly

influence, in connection with this Agreement, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County Ordinances.

7.7. Entire Agreement. This Agreement and the documents referenced herein, if any, constitute the entire Agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by either Party, or agents for either Party, that are not contained in this written Agreement shall be binding or valid; and this Agreement may not be enlarged, modified or altered, except in writing, signed by the Parties.

7.8. Amendment. This Agreement may be amended, changed, modified or altered only by an instrument in writing signed by both Parties.

7.9. Governing Law and Venue. The laws of the State of Utah govern all matters arising out of this Agreement. Venue for any and all legal actions arising hereunder will lie in the District Court in and for the County of Salt Lake, State of Utah.

7.10. No Obligations to Third Parties. The Parties agree that the City's obligations under this Agreement are solely to the County and that the County's obligations under this Agreement are solely to the City. The Parties do not intend to confer any rights to third parties unless otherwise expressly provided for under this Agreement.

7.11. Agency. No officer, employee, or agent of the City or the County is intended to be an officer, employee, or agent of the other Party. None of the benefits provided by each Party to its employees including, but not limited to, workers' compensation insurance, health insurance and unemployment insurance, are available to the officers, employees, or agents of the other Party. The City and the County will each be solely and entirely responsible for its acts and for the acts of its officers, employees, or agents during the performance of this Agreement.

7.12. No Waiver. The failure of either Party at any time to require performance of any provision or to resort to any remedy provided under this Agreement will in no way affect the right of that Party to require performance or to resort to a remedy at any time thereafter. Additionally, the waiver of any breach of this Agreement by either Party will not constitute a waiver as to any future breach.

7.13. Severability. If any provision of this Agreement is found to be illegal or unenforceable in a judicial proceeding, such provision will be deemed inoperative and severable, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the Parties.

7.1. Counterparts. This Agreement may be executed in counterparts and all so executed will constitute one agreement binding on all the Parties, it being understood that all Parties need not sign the same counterpart. Further, executed copies of this Agreement delivered by facsimile or email will be deemed an original signed copy of this Agreement.

IN WITNESS WHEREOF, the Parties execute this Agreement as of the latest date indicated below.

SALT LAKE COUNTY:

Lisa Hartman 
Digitally signed by Lisa
Hartman
Date: 2023.03.01
18:14:00 -07'00'

Mayor or Designee

Date: _____

Recommended for Approval:

By: 
Helen Peters
Department Director

Date: _____

Reviewed as to Form: Adam Miller
By: 
Adam Miller
2023.02.02 14:31:41
-07'00'
Deputy District Attorney

Date: _____

HERRIMAN CITY:

By: _____

Name: _____

Title: _____

Date: _____

Attest:

City Recorder

Date: _____

Approved as to Form:

By: _____
City Attorney
Date: _____

EXHIBIT A
Certificate of Grant Recipient

CERTIFICATE OF RECIPIENT

Under the terms of Utah Code § 59-2-2219 and the Interlocal Cooperation Agreement (the “*Agreement*”) between Salt Lake County and Herriman City (the “*Recipient*”), the County has committed to provide up to Eight Hundred Thousand Dollars (\$800,000) of the Transportation Funds to the Recipient to reimburse the Recipient for certain costs incurred by the Recipient to complete the transportation project described in the Agreement (the “*Project*” or “*Projects*”). The undersigned officer or agent of the Recipient hereby certifies that all applicable requirements have been met for distribution of the Transportation Funds and that the Transportation Funds will be used solely for the Project or Projects.

IN WITNESS WHEREOF, Herriman City has caused this certificate to be executed as of the day and year first above written.

HERRIMAN CITY

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT B

Request for Disbursement Form

REQUEST FOR DISBURSEMENT

To: Salt Lake County

Re: Herriman City – Interlocal Agreement for Transportation Funds (DA Log No. 23CIV000194)

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Interlocal Cooperation Agreement (the “Agreement”) between the Salt Lake County (the “County”) and Herriman City (the “City”) (DA Log No. 23CIV000194). In connection with said Agreement, the undersigned hereby states and certifies that:

1. Each item listed on **Schedule 1** attached hereto is a Reimbursable Project Cost and was incurred in connection with the Project.

2. These Reimbursable Project Costs have been paid by the City and are reimbursable under the Agreement.

3. Each item listed on **Schedule 1** has not previously been paid or reimbursed from money obtained from the County.

4. Invoices and proof of payment for each item listed on **Schedule 1** is attached hereto.

5. There has not been filed with or served upon the City any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm, or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.

6. All work for which reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.

7. The City is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes an Event of Default under the Agreement.

8. All of the City’s representations set forth in the Agreement remain true and correct as of the date hereof.

9. The City acknowledges and agrees that the County’s review and/or approval of this Request for Disbursement will not be deemed to be a review by the County as to whether any particular Reimbursable Project Cost for which a disbursement of Transportation Funds is sought hereunder is consistent with the allowable uses for Transportation Funds described in the

Utah Code or in accordance with other applicable federal, state and local laws, rules and regulations. As such, the City agrees to be liable for and to indemnify the County from any improper use of the Transportation Funds, as indicated in Section 5.1 of the Agreement.

Dated this ____ day of _____, 20 ____.

HERRIMAN CITY

By: _____

Name: _____

Title: _____

Approved for Payment this ____ day of _____, 20 ____.

SALT LAKE COUNTY

By: _____

Name: _____

Title: _____

SCHEDULE 1

Project Title: Midas Creek Trail Extension

Reimbursable Project Costs Request Detail:

This portion above is to be filled out by the City.
This portion below is to be filled out by the County.

RPC Approved – This Request

(plus) RPC Approved/Paid to Date

Total Approved/Paid to Date

Maximum Reimbursable Amount

(less) Total Approved/Paid to Date

Remaining Transportation Funds

4th Quarter Transportation Choice Fund



Proposed 4th Quarter Transportation Choice Fund Budget

REVENUE	
2021 4th Quarter Local Option Sales Tax Collections (Jan - Dec)	\$ 16,592,120
2022 4th Quarter Local Option Sales Tax Collections (Jan - first half of Apr)	\$ 4,999,901
Total	\$ 21,592,021
EXPENDITURES	
Fund Administrative Costs	\$ 106,159
Salt Lake County Trail Maintenance*	\$ 1,298,692
Federal Lands Access Program (FLAP) Local match for Upper Mill Creek Canyon Road Improvement Project**	\$ 3,000,000
Countywide 4th Quarter-eligible Projects	\$ 15,624,700
Project Contingency Funds (10% of project expenditures)	\$ 1,562,470
Total	\$ 21,592,021

*Funds transferred to SLC Parks & Recreation for trail maintenance as defined in UCA 59-12-2212.2 (1)(viii) an active transportation facility that is for nonmotorized vehicles and multimodal transportation and connects an origin with a destination.

**FLAP grant funds are used to improve transportation facilities owned or maintained by a non-federal agency providing access to, that are adjacent to, or are located within federal lands. SLC was awarded a \$19.6M FLAP grant to make roadway and related improvements in Upper Millcreek Canyon. The grant requires a non-federal match, of which this is the second of two appropriation requests to meet the match requirement. \$2.5M was appropriated in 2022.

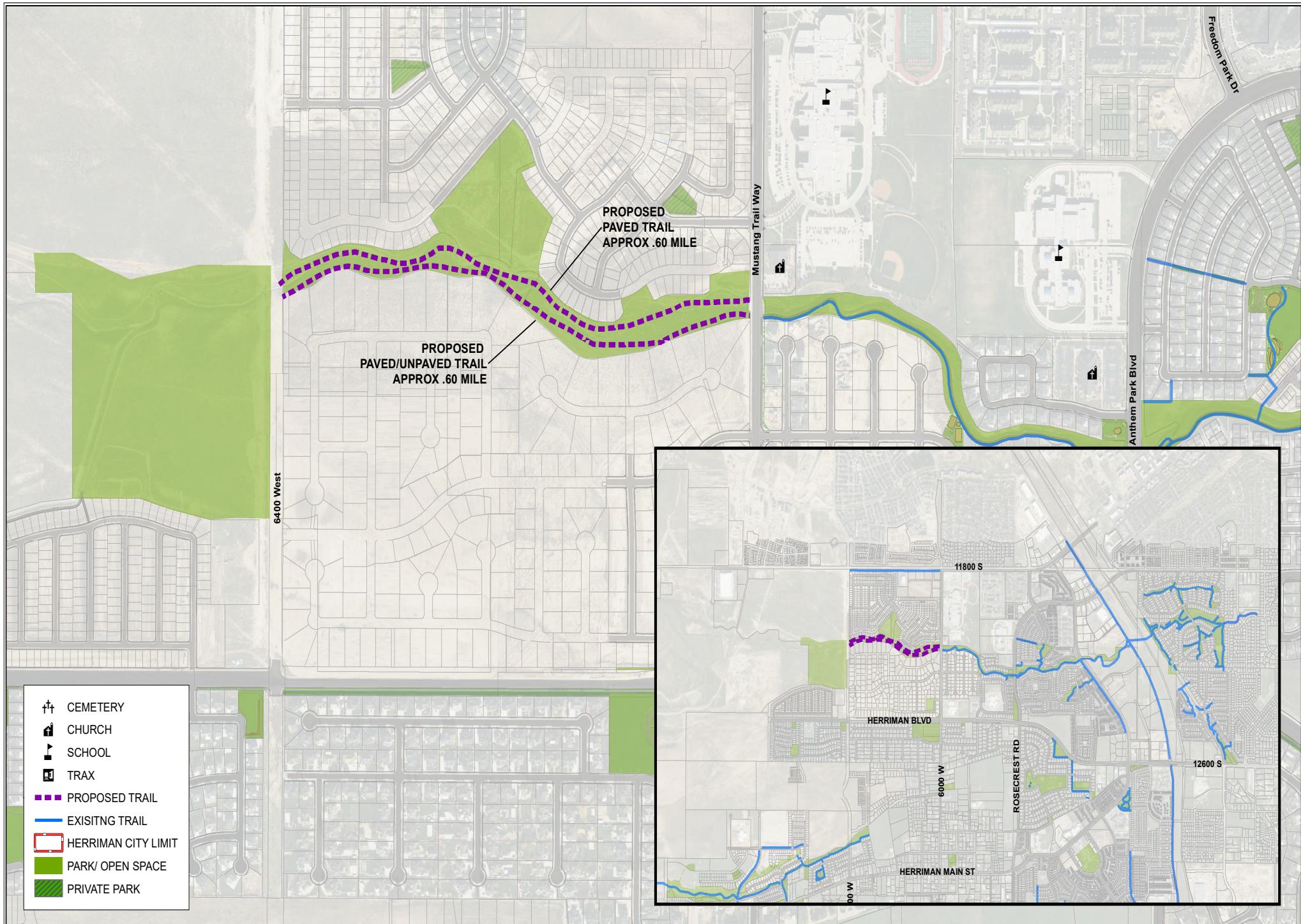


Proposed 4th Quarter Fund Projects

Project #1 Bridge	West Valley City & Taylorsville: 3900 South widening and Reconstruction from Redwood Road to Jordan River	\$ 3,000,000
Project #2 Millcreek, WVC, and Taylorsville: 3900 South Multi-Use Commuter Trail from Jordan River Bridge to 2300 East	\$ 800,000	
Project #3 Millcreek: 3900 South multi-use path/sidewalk from TRAX Crossing to West Temple	\$ 100,000	
Project #4 Jordan River Commission (multiple cities): Jordan River Parkway and Water Trail weed and debris mitigation	\$ 100,000	
Project #5 White City Township: Onyx Lane Safe Sidewalks from Garnet Drive to Poppy Lane	\$ 404,700	
Project #6 Riverton: Phase 1 of Welby Jacob Canal Trail from 12600 South to 134000 South	\$ 2,000,000	
Project #7 West Jordan: Primavera Trail Connection from Jordan River Parkway Trail to 7125 South/1115 West	\$ 100,000	
Millcreek: Design & construct sidewalk, bike lanes, and ADA intersection ramps on Birch Drive from Upland Drive to 3900 South	\$ 800,000	
Project #8 Taylorsville: Extend sidewalk to connect streets along 6200 South at 1161 West	\$ 50,000	
Project #9 Bluffdale: Rose Creek Trail Connector from Redwood Road to Vintage Park	\$ 850,000	
Project #10 Herriman: Midas Creek Trail Extension from 6000 West to 6400 West	\$ 800,000	
Project #11 Herriman: Design & construct multi-use trail (Juniper Canyon Trail) from Mountain View Corridor to Juniper Crest Road	\$ 420,000	
Project #12 Holladay/Millcreek: Wasatch Blvd shared use path from 3680 South to 4500 South	\$ 4,500,000	
Project #13 Holladay: Wasatch Blvd buffered bike lane from 4500 South to 6200 South	\$ 600,000	
Project #14 Cottonwood Heights: Bengal Blvd protected pedestrian trail from 2160 Esat to 2275 East	\$ 600,000	
Project #15 Cottonwood Heights: Highland Drive protected pedestrian trail from Villare Avenue to Bengal Hills Cove	\$ 500,000	
Total	\$ 15,624,700	

Project details can be found here, [2023 4th Quarter Projects](#)





HERRIMAN CITY
MIDAS CREEK TRAIL

RESOLUTION NO. 2023-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HERRIMAN, UTAH, AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL COOPERATION AGREEMENT BETWEEN DRAPER CITY AND HERRIMAN CITY FOR A SHARED JUDGE.

WHEREAS, Herriman City and Salt Lake County are “public agencies” and are therefore authorized to enter into agreements to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers; and

WHEREAS, during the 2018 General Session, the Utah State Legislature enacted SB 136, which allowed for one percent local option sales and use tax, which is used by the County in its Regional Transportation Choice Fund (4th Quarter), which provides for on-going transportation funding in the County (“Transportation Funds”); and

WHEREAS, among the transportation projects is the Midas Creek Trail Extension project; and

WHEREAS, the parties desire to enter into an interlocal agreement for the transfer of up to \$800,000 of Transportation Funds to the City to reimburse the City for certain costs incurred by the City to complete the project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HERRIMAN, UTAH:

SECTION 1. Authorization to Sign. The City Council hereby approves the interlocal agreement, attached as **Exhibit A**, and authorizes the Mayor to sign the same.

SECTION 2. Effective Date. This Resolution shall become effective immediately upon passage.

APPROVED BY THE CITY COUNCIL OF THE CITY OF HERRIMAN, UTAH, ON
THIS _____ DAY OF _____, 2023.

HERRIMAN CITY COUNCIL

Mayor: _____
Lorin Palmer

Attest: _____
Jackie Nostrom, City Recorder

EXHIBIT A

(Interlocal Agreement)



STAFF REPORT

DATE: March 30, 2023

TO: The Honorable Mayor and City Council

FROM: Jonathan Bowers | Wendy Thomas

SUBJECT: Review and Consider an Interlocal Agreement with Salt Lake County regarding the reimbursement of up to \$420,000 to Herriman City from Fourth Quarter Regional Transportation Choice Funds for the Juniper Canyon Trailhead Project

RECOMMENDATION:

Staff recommends approving an Interlocal Agreement with Salt Lake County for the reimbursement of up to \$420,000 for the Juniper Canyon Trailhead Project.

ISSUE BEFORE COUNCIL:

Does the City Council want to enter an Interlocal Agreement with Salt Lake County for reimbursement of up to \$420,000 for the design and construction of an asphalt trail connecting the Juniper Canyon East Trailhead with an existing trail that currently dead ends behind Providence Elementary?

BACKGROUND/SUMMARY:

During the 2018 General Session, the Utah State Legislature enacted Senate Bill 136, which allowed for a one percent local option sales and use tax, which is used by Salt Lake County in its Regional Transportation Choice Fund (4th Quarter), which provides for on-going transportation funding in Salt Lake County.

The County has appropriated Transportation Funds to further regional transportation by financing all or a portion of the costs of transportation projects throughout the County.

DISCUSSION:

City Staff applied to Salt Lake County for funds to construct an asphalt trail extending from the Juniper Canyon East Trailhead to an existing asphalt trail that currently dead ends behind Providence Hall Elementary. The trail is identified in the overall Juniper Canyon Recreation Area plan. The trail will be non-motorized, other than approved maintenance vehicles.

ALTERNATIVES:

Alternative	Challenge	Benefit
Approve the Interlocal Agreement	None identified	Helps the City fund another section of regional trail in the City that makes critical connections for active transportation. Leaves City funds for other projects.
Do not approve the Interlocal Agreement	Leaves a critical regional trail connection disconnected. Pushes the construction of the asphalt trail out to another date.	None identified

FISCAL IMPACT:

There is no match required from the City, however, the project is identified in the Capital Improvement Plan as the Juniper Canyon Recreation Area Phase 1B which currently has funding allocated from Park Impact Fees over several years :

2024: \$300,000

2025: \$2,000,000

2026: \$2,000,000

2027: \$2,000,000

Staff will continue to apply for additional funding to reduce the overall cost to the City as we continue to further this unique amenity.

ATTACHMENTS:

HRM#3352_Juniper Canyon Trail HeadILA

Juniper Canyon Trail Connectivity Plan

Final_Juniper Canyon Public Open House Board



COUNTY COUNCIL

Aimee Winder Newton,
Chair
District #3

Laurie Stringham
At-Large A

Sheldon Stewart
At-Large B

Jim Bradley
At-Large C

Arlyn Bradshaw
District #1

Dave Alvord
District #2

Aimee Winder Newton
District #3

Ann Granato
District #4

Suzanne Harrison
District #5

Dea Theodore
District #6

Ms. Antigone Carlson
Contracts Coordinator
Contracts & Procurement Division
Rm. N4-600, Government Center
Salt Lake City, Utah 84190

Dear Ms. Carlson:

The Salt Lake County Council, at its meeting held this day, approved the attached RESOLUTION NO. 6069 authorizing execution of an INTERLOCAL AGREEMENT between Salt Lake County for its Planning and Transportation Division and **Herriman City** – Transfer of Fourth Quarter Regional Transportation Choice Funds.

Salt Lake County will transfer up to \$420,000 from its Regional Transportation Choice Fund to Herriman City to reimburse the city for certain costs it incurred to complete the Juniper Canyon Trail Head project.

The agreement will terminate upon expiration of the reimbursement term. If upon expiration of the reimbursement term, the County has not disbursed the maximum reimbursable amount, then all such undisbursed transportation funds may be used by the County as it deems appropriate.

Pursuant to the above action, you are hereby authorized to effect the same.

Respectfully yours,

SALT LAKE COUNTY COUNCIL

LANNIE CHAPMAN, COUNTY CLERK

By 
Deputy Clerk

ks

pc: Darrin Casper/Mayor Finance
Helen Peters/Planning & Transportation Division
Shawna Soliz/Contracts & Procurement Division

SALT LAKE COUNTY RESOLUTION

RESOLUTION NO. 6069

February 28

, 2023

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH HERRIMAN CITY PROVIDING FOR THE TRANSFER OF COUNTY TRANSPORTATION FUNDS FOR A CERTAIN TRANSPORTATION PROJECT WITHIN SALT LAKE COUNTY.

WITNESSETH

WHEREAS, Salt Lake County (the “County”) and Herriman City (the “City”) are “public agencies” as defined by the Utah Interlocal Cooperation Act, UTAH CODE §§ 11-13-101 to -608, and are therefore authorized to enter into an Agreement to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers; and

WHEREAS, during the 2018 General Session, the Utah State Legislature enacted Senate Bill 136, which allowed for a one percent local option sales and use tax, which is used by the County in its Regional Transportation Choice Fund (4th Quarter), which provides for on-going transportation funding in Salt Lake County (hereinafter “Transportation Funds”); and

WHEREAS, the County has appropriated Transportation Funds to further regional transportation by financing all or a portion of the costs of transportation projects throughout the County in accordance with Utah Code § 59-12-2219 and all other applicable federal, state and local laws, rules and regulations; and

WHEREAS, among these transportation projects is the Juniper Canyon Trail Head project; and

WHEREAS, the Parties now desire to enter into an agreement providing for the transfer of up to Four Hundred Twenty Thousand Dollars (\$420,000) of Transportation Funds to the City to reimburse the City for certain costs incurred by the City to complete the Project; and

WHEREAS, the County now desires to enter into an interlocal cooperation agreement with the City, which agreement is attached hereto as **ATTACHMENT A** (the “Interlocal Agreement”), to provide for the transfer of County Transportation Funds to the City on a reimbursement basis for a certain transportation project, as more fully described in the Interlocal Agreement;

RESOLUTION

NOW, THEREFORE, IT IS HEREBY RESOLVED, by the County Council of Salt Lake County:

1. That the Interlocal Agreement between Salt Lake County and Herriman City is approved, in substantially the form attached hereto as **ATTACHMENT A**, and that the Salt Lake County Mayor is authorized to execute the same.
2. That the Interlocal Agreement will become effective as stated therein.

APPROVED and ADOPTED this 28 day of February, 2023.

SALT LAKE COUNTY COUNCIL

By: Aimee Winder Newton
Aimee Winder Newton, Chair
Date: 2/28/2023

ATTEST:

Lannie Chapman
Lannie Chapman
Salt Lake County Clerk

REVIEWED AS TO FORM:
AM Adam Miller
2023.02.02 14:20:20
-07'00'
Adam Miller
Deputy District Attorney
Date: _____

Council Member Alvord voting	<u>Aye</u>
Council Member Bradley voting	<u>Aye</u>
Council Member Bradshaw voting	<u>Aye</u>
Council Member Granato voting	<u>Aye</u>
Council Member Harrison voting	<u>Aye</u>
Council Member Stewart voting	<u>Aye</u>
Council Member Stringham voting	<u>Aye</u>
Council Member Theodore voting	<u>Aye</u>
Council Member Winder Newton voting	<u>Aye</u>

ATTACHMENT A

Interlocal Cooperation Agreement Between Salt Lake County
and Herriman City

*County Transportation Funds—
Juniper Canyon Trail Head*

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY

and

HERRIMAN CITY

Juniper Canyon Trail Head

This Interlocal Cooperation Agreement (this “Agreement”) is entered into by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah (the “County”); and **HERRIMAN CITY**, a municipal corporation of the State of Utah (the “City”). The County and the City may each be referred to herein as a “Party” and collectively as the “Parties.”

R E C I T A L S:

A. The County and the City are “public agencies” as defined by the Utah Interlocal Cooperation Act, UTAH CODE §§ 11-13-101 to -608 (the “Interlocal Act”), and, as such, are authorized by the Interlocal Act to enter into this Agreement to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers. Additionally, Section 11-13-215 of the Interlocal Act authorizes a county, city, town, or other local political subdivision to share its tax and other revenues with other counties, cities, towns, local political subdivisions, or the state.

B. During the 2018 General Session, the Utah State Legislature enacted Senate Bill 136, which allowed for a one percent local option sales and use tax, which is used by the County in its Regional Transportation Choice Fund (4th Quarter), which provides for on-going transportation funding in Salt Lake County (hereinafter “Transportation Funds”).

C. The County has appropriated Transportation Funds to further regional transportation by financing all or a portion of the costs of transportation projects throughout the County in accordance with Utah Code § 59-12-2219 and all other applicable federal, state and local laws, rules and regulations.

D. The Parties now desire to enter into this Agreement providing for the transfer of up to Four Hundred Twenty Thousand Dollars (\$420,000) of Transportation Funds to the City to reimburse the City for certain costs incurred by the City to complete the Juniper Canyon Trail Head project (the “Project”).

A G R E E M E N T:

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the Parties represent and agree as follows:

ARTICLE 1 - INCORPORATION AND DEFINITIONS

1.1. **Incorporation and Definitions.** The foregoing recitals and all exhibits hereto are hereby made a part of this Agreement. Unless otherwise defined in this Agreement, terms shall have the meaning set forth in the Transportation Code. The following terms shall have the following meanings in this Agreement:

- (a) **Certificate of Grant Recipient:** The Certificate of Grant Recipient attached hereto as **Exhibit A**.
- (b) **Event of Default:** As defined in Section 6.1 below.
- (c) **Event of Force Majeure:** As defined in Section 7.4 below.
- (d) **Maximum Reimbursable Amount:** Four Hundred Twenty Thousand Dollars (\$420,000).
- (e) **Project:** The transportation project described in the Project Description.
- (f) **Project Description:** The design and construction of a multi-use asphalt trail that will vary in width from 8 ft. to 12 ft. and will connect to the existing asphalt trail. Northwest corner of Sentinel Ridge Blvd and Autumn Spring Drive.
- (g) **Project Element:** A discrete portion of a Project.
- (h) **Reimbursable Project Costs:** Costs incurred by the City during the Reimbursement Term for the Project, so long as such costs are consistent with the allowable uses for Transportation Funds described in Utah Code § 59-12-2212.2 and in accordance with the Certificate of Grant Recipient.
- (i) **Reimbursement Term:** The period of time commencing with the effective date of this Agreement and expiring upon the earlier of (i) the date the City has been disbursed, in aggregate, the Maximum Reimbursable Amount, (ii) the date this Agreement is terminated, or (iii) June 30, 2027, which date may be extended by the County, in its sole discretion, but only in writing, upon receipt of a written request from the City setting forth the City's justification for such an extension.
- (j) **Request for Disbursement:** A statement from the City, in the form attached hereto as **Exhibit B**, requesting an amount of Transportation Funds to be disbursed to the City for reimbursement of Reimbursable Project Costs.
- (k) **Transportation Code:** §§ 72-1-101 to -16-402, UTAH CODE (2022).

(l) Transportation Funds: As defined in the Recitals, above.

1.2. Interpretation of Action That May be Taken by the County. Whenever in this Agreement an action may be taken or not taken by the County, in its sole discretion, this shall mean that the action may be taken or not taken by the Mayor of the County, or his/her official designee (or the Director of the Department of Regional Planning, Housing and Economic Development, if such duty is so delegated to him/her by the Mayor of the County), in his/her sole discretion.

ARTICLE 2 - DISBURSEMENT OF TRANSPORTATION FUNDS

2.1. Transportation Funds. During the Reimbursement Term, the County shall disburse Transportation Funds to the City to reimburse the City for Reimbursable Project Costs, up to the Maximum Reimbursable Amount for the Project, all on the terms and subject to the conditions of this Agreement.

2.2. Annual Status Update. Until the Project has been completed and Transportation Funds have been fully disbursed to the City, the City shall, on an annual basis, update the County on the status of: (a) the Project; and (b) the anticipated timing and amount of future Request for Disbursement submittals. This annual update shall be submitted to the County in writing (via letter or email) on or before June 30th each year.

2.3. Execution of Certificate of Grant Recipient. Concurrent with the execution of this Agreement, the City shall execute the Certificate of Grant Recipient attached hereto as **Exhibit A**.

ARTICLE 3 - REPRESENTATIONS AND WARRANTIES

3.1. City's Representations and Warranties. The City hereby represents, covenants, and warrants to the County as follows:

(a) Use of Transportation Funds. Any Transportation Funds disbursed to the City by the County under this Agreement will be used by the City: (1) solely to reimburse the City for costs actually incurred by the City for the Project during the Reimbursement Term and consistent with the allowable uses for Transportation Funds described in Utah Code § 59-12-2212.2; and (2) in accordance with all other applicable federal, state and local laws, rules and regulations.

(b) No Default. No default or Event of Default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an Event of Default in any material respect on the part of the City under this Agreement.

(c) Information. To the best of the City's knowledge, any information furnished to the County by the City under this Agreement or in connection with the matters covered in this Agreement are true and correct and do not contain any untrue statement of any material fact and do not omit any material fact.

(d) Relationship of County and City. The County is not acting as a lender to the City. The County has no fiduciary or other special relationship with the City and therefore no fiduciary obligations are created by this Agreement or are owed to the City or any third parties.

(e) Effect of Request for Disbursement. Each Request for Disbursement shall constitute a representation and warranty that the information set forth in such Request for Disbursement is true and correct.

3.2. City's Additional Representations – Liability and Reliance. Notwithstanding anything to the contrary in this Agreement, the City further represents that the County has not opined on and will not at any point be deemed to have opined on whether any particular Reimbursable Project Cost for which a disbursement of Transportation Funds is made to the City under this Agreement is consistent with the allowable uses for Transportation Funds described in Utah Code § 59-12-2212.2 or in accordance with other applicable federal, state and local laws, rules and regulations. As such, notwithstanding anything to the contrary in this Agreement, the City agrees to be liable for and indemnify the County from any improper use of the Transportation Funds, as indicated in Section 5.1 below. Furthermore, the City agrees that it will independently determine whether any particular Reimbursable Project Cost for which a disbursement of Transportation Funds is sought by and made to the City under this Agreement is consistent with the allowable uses for Transportation Funds described in Utah Code § 59-12-2212.2, and, as indicated in Section 4.2(e) below, the City agrees that it will not rely on the County's review or acceptance of any Request for Disbursement, the Project Description, or any other information submitted to the County by the City, in making that determination.

ARTICLE 4 - DISBURSEMENTS

4.1. Conditions for Each Disbursement of Transportation Funds. The County will not be obligated to disburse Transportation Funds to the City to cover Reimbursable Project Costs unless and until the following conditions have been satisfied:

(a) Documents to be Furnished for Each Disbursement. The City has furnished to the County, for each and every disbursement:

(1) a Request for Disbursement; and

(2) invoices and proof of payment for any Reimbursable Project Cost incurred by the City for which the City is seeking reimbursement from the County pursuant to the Request for Disbursement.

(b) Completion of Project Element. The City has completed or caused to be completed the Project Element or Elements to which the Request for Disbursement relates and for which Reimbursable Project Costs were incurred by the City.

(c) Reimbursable Project Costs Paid by the City. The Reimbursable Project Costs included in the Request for Disbursement have actually been paid by the City.

(d) No Event of Default. No Event of Default has occurred and is continuing beyond any applicable cure period.

(e) Warranties and Representations True. All warranties and representations made by the City in this Agreement have remained true and correct and all warranties and representations made by the City in the Request for Disbursement are true and correct.

4.2. Disbursements.

(a) In General. For any and all desired disbursements of Transportation Funds, the City shall submit a Request for Disbursement directly to the County. The City agrees to respond in a timely manner to any reasonable requests made by the County for additional information relating to any Request for Disbursement. In the event that the County declines to make the full disbursement requested in any Request for Disbursement for failure to comply with the terms of this Agreement, the County shall notify the City promptly and shall provide a written explanation of the specific reasons for such decision. The City shall submit a Request for Disbursement to the County no more frequently than once every thirty (30) days.

(b) Amount of Disbursement. Subject to compliance with the terms and conditions of this Agreement, the County shall disburse to the City the amount of Transportation Funds requested by the City in a Request for Disbursement for Reimbursable Project Costs, but in no event shall the County be required to disburse more than the Maximum Reimbursable Amount, in aggregate, over the Reimbursement Term. However, if the County determines that the City has not complied with all terms and conditions set forth in this Agreement or determines that the City's Request for Disbursement is deficient in any respect, the County may, in its sole discretion, decline to make a disbursement, or may make a partial disbursement based on the extent to which the City has complied with the terms and conditions set forth in this Agreement. Notwithstanding the foregoing, the County will not reimburse the City for Reimbursable Project Costs to the extent such costs have been funded with non-City funds (e.g., other federal, state, or local grant funds).

(c) Payment of Disbursements. The County shall, within ninety (90) days after receiving a Request for Disbursement from the City, either disburse to the City the amount requested by the City or provide a written notice to the City setting forth the reasons for non-disbursement or partial-disbursement. The County shall have no obligation to accept a Request for Disbursement or to make a disbursement of Transportation Funds to the City after expiration of the Reimbursement Term. Additionally, following expiration of the Reimbursement Term, the County may, in its sole discretion, reallocate any remaining and undisbursed Transportation Funds (for which a Request for Disbursement has not been submitted and is not pending) toward other projects within Salt Lake County.

(d) Acquiescence Not a Waiver. To the extent that the County may have acquiesced in noncompliance with any conditions precedent to the disbursement of

Transportation Funds, such acquiescence shall not constitute a waiver by the County and the County at any time after such acquiescence may require the City, as to future requests for disbursements, to comply with all such applicable conditions and requirements under this Agreement.

(e) Disclaimer of Liability.

(1) The County will not be responsible in any manner to the City or any third-party for the quality, design, construction, structural integrity, or health or safety features of any Project for which Transportation Funds are disbursed to the City to reimburse Reimbursable Project Costs, notwithstanding the County's review and/or approval of the City's Requests for Disbursement, the Project Description, or any other information submitted to the County under this Agreement.

(2) Furthermore, the City acknowledges and agrees that the County's review and/or approval of the City's Request for Disbursement, the Project Description, or any other information submitted to the County under this Agreement will not be deemed to be a review by the County as to whether any particular Reimbursable Project Cost for which a disbursement of Transportation Funds is sought by and made to the City under this Agreement is consistent with the allowable uses for Transportation Funds described in Utah Code § 59-12-2212.2 or in accordance with other applicable federal, state and local laws, rules and regulations. As such, the City agrees to be liable for and to indemnify the County from any improper use of the Transportation Funds, as indicated in Section 5.1 below.

ARTICLE 5 - COVENANTS AND AGREEMENTS

5.1. Indemnification and Liability.

(a) Liability. Both Parties are governmental entities under the Governmental Immunity Act of Utah, UTAH CODE §§ 63G-7-101 to -904 (the "Immunity Act"). Neither Party waives any defenses or limits of liability available under the Immunity Act and other applicable law. Both Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

(b) Indemnification. The City agrees to indemnify, hold harmless, and defend the County, its officers, agents, and employees from and against any and all actual or threatened claims, losses, damages, injuries, debts, and liabilities of, to, or by third Parties, including demands for repayment or penalties, however allegedly caused, resulting directly or indirectly from, or arising out of (i) the City's breach of this Agreement; (ii) any acts or omissions of or by the City, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement; (iii) any improper use of the Transportation Funds; or (iv) the City's breach of the Certificate of Grant Recipient attached hereto as **Exhibit A**. The City agrees that its duty to defend and indemnify the County under this Agreement includes all attorney's

fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against the County for the defense of any claim or to satisfy any settlement, arbitration award, debt, penalty, or verdict paid or incurred on behalf of the County. The City further agrees that the City's indemnification obligations in this Section 5.1 will survive the expiration or termination of this Agreement.

5.2. Recordkeeping. The City agrees to maintain its books and records in such a way that any Transportation Funds received from the County will be shown separately on the City's books. The City shall maintain records adequate to identify the use of the Transportation Funds for the purposes specified in this Agreement. Upon request of the County, the City shall make its books and records related to the Transportation Funds available to the County at reasonable times.

5.3. Assignment and Transfer of Transportation Funds. The City shall not assign or transfer its obligations under this Agreement nor its rights to the Transportation Funds under this Agreement without prior written consent from the County. The City shall use the Transportation Funds provided pursuant to this Agreement exclusively and solely for the purposes set forth in the Agreement.

ARTICLE 6 - DEFAULTS AND REMEDIES

6.1. City Event of Default. The occurrence of any one or more of the following shall constitute an "Event of Default" as such term is used herein:

(a) Failure of the City to comply with any of the material terms, conditions, covenants, or provisions of this Agreement that is not fully cured by the City on or before the expiration of a sixty (60) day period (or, if the County approves in writing, which approval shall not be unreasonably withheld, conditioned or delayed, such longer period as may be reasonably required to cure a matter which, due to its nature, cannot reasonably be cured within 60 days) commencing upon the County's written notice to the City of the occurrence thereof.

6.2. County's Remedies in the Event of Default. Upon the occurrence of any Event of Default, the County may, in its sole discretion, and in addition to all other remedies conferred upon the County by law or equity or other provisions of this Agreement, pursue any one or more of the following remedies concurrently or successively, it being the intent hereof that none of such remedies shall be to the exclusion of any other:

- (a) Withhold further disbursement of Transportation Funds to the City; and/or
- (b) Reduce the amount of any future disbursement of Transportation Funds to the City by the amount incurred by the County to cure such default; and/or
- (c) Terminate this Agreement.

ARTICLE 7 - MISCELLANEOUS

7.1. Interlocal Cooperation Act. In satisfaction of the requirements of the Interlocal Act in connection with this Agreement, the Parties agree as follows:

(a) This Agreement shall be approved by each Party pursuant to Section 11-13-202.5 of the Interlocal Act.

(b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney in behalf of each Party pursuant to and in accordance with Section 11-13-202.5 of the Interlocal Act.

(c) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Interlocal Act.

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

(e) No separate legal entity is created by the terms of this Agreement. Pursuant to Section 11-13-207 of the Interlocal Act, to the extent this Agreement requires administration other than as set forth herein, the County Mayor and the City Mayor are hereby designated as the joint administrative board for all purposes of the Interlocal Act.

7.2. Term of Agreement. This Agreement shall take effect immediately upon the completion of the following: (a) the approval of the Agreement by the governing bodies of the County and the City, including the adoption of any necessary resolutions or ordinances by the County and the City authorizing the execution of this Agreement by the appropriate person or persons for the County and the City, respectively, (b) the execution of this Agreement by a duly authorized official of each of the Parties, (c) the submission of this Agreement to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Act, and the approval of each respective attorney, and (d) the filing of a copy of this Agreement with the keeper of records of each Party. This Agreement shall terminate upon expiration of the Reimbursement Term. If upon expiration of the Reimbursement Term, the County has not disbursed to the City the Maximum Reimbursable Amount, then all such undisbursed Transportation Funds may be used by the County as the County deems appropriate.

7.3. Non-Funding Clause.

(a) The County has requested or intends to request an appropriation of Transportation Funds to be paid to the City for the purposes set forth in this Agreement. If Transportation Funds are not appropriated and made available beyond December 31 of the county fiscal year in which this Agreement becomes effective, the County's obligation to contribute Transportation Funds to the City under this Agreement beyond that date will be null and void. This Agreement places no obligation on the County to

Contribute Transportation Funds to the City in succeeding fiscal years. The County's obligation to contribute Transportation Funds to the City under this Agreement will terminate and become null and void on the last day of the county fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds are budgeted and appropriated. The Parties agree that such termination of the County's obligation under this Paragraph will not be construed as a breach of this Agreement or as an event of default under this Agreement, and that such termination of the County's obligation under this Paragraph will be without penalty and that no right of action for damages or other relief will accrue to the benefit of the City, its successors, or its assigns as to this Agreement, or any portion thereof, which may terminate and become null and void.

(b) If Transportation Funds are not appropriated and made available to fund performance by the County under this Agreement, the County shall promptly notify the City of such non-funding and the termination of this Agreement. However, in no event, shall the County notify the City of such non-funding later than thirty (30) days following the expiration of the county fiscal year for which Transportation Funds were last appropriated for contribution to the City under this Agreement.

7.4. Force Majeure. Neither Party will be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by an Event of Force Majeure that arises after this Agreement becomes effective. "Event of Force Majeure" means an event beyond the control of the County or the City that prevents a Party from complying with any of its obligations under this Agreement, including but not limited to: (i) an act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); (ii) war, acts or threats of terrorism, invasion, or embargo; or (iii) riots or strikes. If an Event of Force Majeure persists for a period in excess of sixty (60) days, the County may terminate this Agreement without liability or penalty, effective upon written notice to the City.

7.5. Notices. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within three days after such notice is deposited in the United States mail, postage pre-paid, and certified and addressed to the Parties at their respective addresses.

7.6. Ethical Standards. The City represents that it has not: (a) provided an illegal gift in connection with this Agreement to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards in connection with this Agreement set forth in State statute or Salt Lake County Code of Ordinances § 2.07; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, in connection with this Agreement, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake

County Ordinances.

7.7. Entire Agreement. This Agreement and the documents referenced herein, if any, constitute the entire Agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by either Party, or agents for either Party, that are not contained in this written Agreement shall be binding or valid; and this Agreement may not be enlarged, modified or altered, except in writing, signed by the Parties.

7.8. Amendment. This Agreement may be amended, changed, modified or altered only by an instrument in writing signed by both Parties.

7.9. Governing Law and Venue. The laws of the State of Utah govern all matters arising out of this Agreement. Venue for any and all legal actions arising hereunder will lie in the District Court in and for the County of Salt Lake, State of Utah.

7.10. No Obligations to Third Parties. The Parties agree that the City's obligations under this Agreement are solely to the County and that the County's obligations under this Agreement are solely to the City. The Parties do not intend to confer any rights to third parties unless otherwise expressly provided for under this Agreement.

7.11. Agency. No officer, employee, or agent of the City or the County is intended to be an officer, employee, or agent of the other Party. None of the benefits provided by each Party to its employees including, but not limited to, workers' compensation insurance, health insurance and unemployment insurance, are available to the officers, employees, or agents of the other Party. The City and the County will each be solely and entirely responsible for its acts and for the acts of its officers, employees, or agents during the performance of this Agreement.

7.12. No Waiver. The failure of either Party at any time to require performance of any provision or to resort to any remedy provided under this Agreement will in no way affect the right of that Party to require performance or to resort to a remedy at any time thereafter. Additionally, the waiver of any breach of this Agreement by either Party will not constitute a waiver as to any future breach.

7.13. Severability. If any provision of this Agreement is found to be illegal or unenforceable in a judicial proceeding, such provision will be deemed inoperative and severable, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the Parties.

7.1. Counterparts. This Agreement may be executed in counterparts and all so executed will constitute one agreement binding on all the Parties, it being understood that all Parties need not sign the same counterpart. Further, executed copies of this Agreement delivered by facsimile or email will be deemed an original signed copy of this Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties execute this Agreement as of the latest date indicated below.

SALT LAKE COUNTY:

Digitally signed by Lisa
Lisa Hartman
Hartman
Date: 2023.03.01
18:12:54 -07'00'

Mayor or Designee

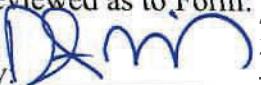
Date: _____

Recommended for Approval:

By: Helen Peters

Department Director

Date: _____

Reviewed as to Form: Adam Miller
By: 
2023.02.02 14:34:27
-07'00'

Deputy District Attorney

Date: _____

HERRIMAN CITY:

By: _____

Name: _____

Title: _____

Date: _____

Attest:

City Recorder

Date: _____

Approved as to Form:

By: _____

City Attorney

Date: _____

EXHIBIT A
Certificate of Grant Recipient

CERTIFICATE OF RECIPIENT

Under the terms of Utah Code § 59-2-2219 and the Interlocal Cooperation Agreement (the “*Agreement*”) between Salt Lake County and Herriman City (the “*Recipient*”), the County has committed to provide up to Four Hundred Twenty Thousand Dollars (\$420,000) of the Transportation Funds to the Recipient to reimburse the Recipient for certain costs incurred by the Recipient to complete the transportation project described in the Agreement (the “*Project*” or “*Projects*”). The undersigned officer or agent of the Recipient hereby certifies that all applicable requirements have been met for distribution of the Transportation Funds and that the Transportation Funds will be used solely for the Project or Projects.

IN WITNESS WHEREOF, Herriman City has caused this certificate to be executed as of the day and year first above written.

HERRIMAN CITY

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT B
Request for Disbursement Form

REQUEST FOR DISBURSEMENT

To: Salt Lake County

Re: Herriman City – Interlocal Agreement for Transportation Funds (DA Log No. 23CIV000193)

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Interlocal Cooperation Agreement (the “Agreement”) between the Salt Lake County (the “County”) and Herriman City (the “City”) (DA Log No. 23CIV000193). In connection with said Agreement, the undersigned hereby states and certifies that:

1. Each item listed on **Schedule 1** attached hereto is a Reimbursable Project Cost and was incurred in connection with the Project.

2. These Reimbursable Project Costs have been paid by the City and are reimbursable under the Agreement.

3. Each item listed on **Schedule 1** has not previously been paid or reimbursed from money obtained from the County.

4. Invoices and proof of payment for each item listed on **Schedule 1** is attached hereto.

5. There has not been filed with or served upon the City any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm, or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.

6. All work for which reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.

7. The City is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes an Event of Default under the Agreement.

8. All of the City’s representations set forth in the Agreement remain true and correct as of the date hereof.

9. The City acknowledges and agrees that the County’s review and/or approval of this Request for Disbursement will not be deemed to be a review by the County as to whether any particular Reimbursable Project Cost for which a disbursement of Transportation Funds is sought hereunder is consistent with the allowable uses for Transportation Funds described in the

Utah Code or in accordance with other applicable federal, state and local laws, rules and regulations. As such, the City agrees to be liable for and to indemnify the County from any improper use of the Transportation Funds, as indicated in Section 5.1 of the Agreement.

Dated this ____ day of _____, 20 ____.

HERRIMAN CITY

By: _____

Name: _____

Title: _____

Approved for Payment this ____ day of _____, 20 ____.

SALT LAKE COUNTY

By: _____

Name: _____

Title: _____

SCHEDULE 1

Project Title: Juniper Canyon Trail Head

Reimbursable Project Costs Request Detail:

Total RPC Request \$

This portion above is to be filled out by the City.
This portion below is to be filled out by the County.

RPC Approved – This Request

(plus) RPC Approved/Paid to Date _____

Total Approved/Paid to Date

Maximum Reimbursable Amount

(less) Total Approved/Paid to Date _____

Remaining Transportation Funds

4th Quarter Transportation Choice Fund



Proposed 4th Quarter Transportation Choice Fund Budget

REVENUE	
2021 4th Quarter Local Option Sales Tax Collections (Jan - Dec)	\$ 16,592,120
2022 4th Quarter Local Option Sales Tax Collections (Jan - first half of Apr)	\$ 4,999,901
Total	\$ 21,592,021
EXPENDITURES	
Fund Administrative Costs	\$ 106,159
Salt Lake County Trail Maintenance*	\$ 1,298,692
Federal Lands Access Program (FLAP) local match for Upper Mill Creek Canyon Road Improvement Project**	\$ 3,000,000
Countywide 4th Quarter-eligible Projects	\$ 15,624,700
Project Contingency Funds (10% of project expenditures)	\$ 1,562,470
Total	\$ 21,592,021

*Funds transferred to SLCo Parks & Recreation for trail maintenance as defined in UCA 59-12-2212.2 (1)(viii) an active transportation facility that is for nonmotorized vehicles and multimodal transportation and connects an origin with a destination.

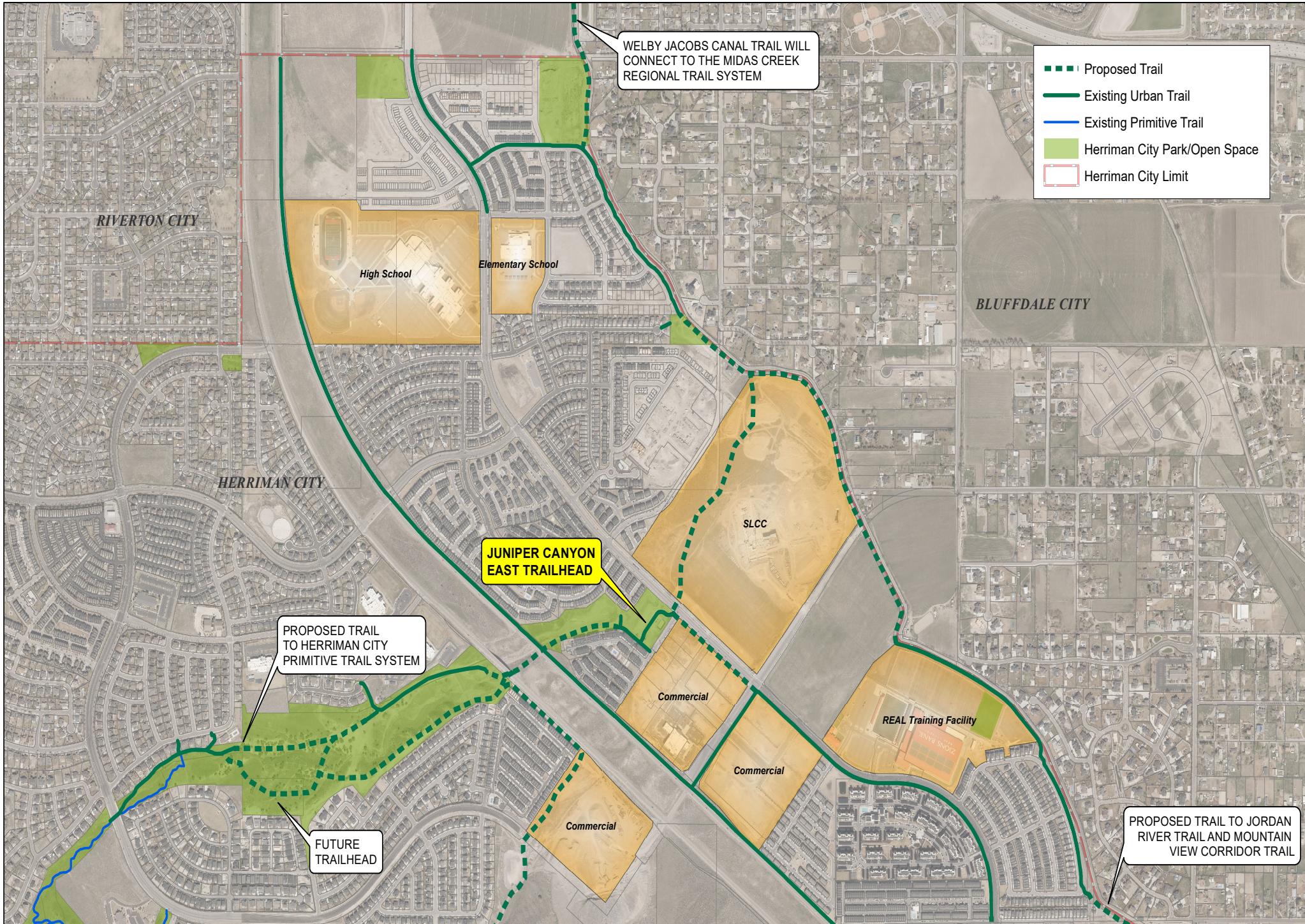
**FLAP grant funds are used to improve transportation facilities owned or maintained by a non-federal agency providing access to, that are adjacent to, or are located within federal lands. SLCo was awarded a \$19.6M FLAP grant to make roadway and related improvements in Upper Millcreek Canyon. The grant requires a non-federal match, of which this is the second of two appropriation requests to meet the match requirement. \$2.5M was appropriated in 2022.



Proposed 4th Quarter Fund Projects

Project #1	West Valley City & Taylorsville: 3900 South widening and Reconstruction from Redwood Road to Jordan River Bridge	\$ 3,000,000
Project #2	Millcreek, WVC, and Taylorsville: 3900 South Multi-Use Commuter Trail from Jordan River Bridge to 2300 East	\$ 800,000
Project #3	Millcreek: 3900 South multi-use path/sidewalk from TRAX Crossing to West Temple	\$ 100,000
Project #4	Jordan River Commission (multiple cities): Jordan River Parkway and Water Trail weed and debris mitigation	\$ 100,000
Project #5	White City Township: Onyx Lane Safe Sidewalks from Garnet Drive to Poppy Lane	\$ 404,700
Project #6	Riverton: Phase 1 of Welby Jacob Canal Trail from 12600 South to 134000 South	\$ 2,000,000
Project #7	West Jordan: Primavera Trail Connection from Jordan River Parkway Trail to 7125 South/1115 West	\$ 100,000
Project #8	Millcreek: Design & construct sidewalk, bike lanes, and ADA intersection ramps on Birch Drive from Upland Drive to 3900 South	\$ 800,000
Project #9	Taylorsville: Extend sidewalk to connect streets along 6200 South at 1161 West	\$ 50,000
Project #10	Bluffdale: Rose Creek Trail Connector from Redwood Road to Vintage Park	\$ 850,000
Project #11	Herriman: Midas Creek Trail Extension from 6000 West to 6400 West	\$ 800,000
Project #12	Herriman: Design & construct multi-use trail (Juniper Canyon Trail) from Mountain View Corridor to Juniper Crest Road	\$ 420,000
Project #13	Holladay/Millcreek: Wasatch Blvd shared use path from 3680 South to 4500 South	\$ 4,500,000
Project #14	Holladay: Wasatch Blvd buffered bike lane from 4500 South to 6200 South	\$ 600,000
Project #15	Cottonwood Heights: Bengal Blvd protected pedestrian trail from 2160 Esat to 2275 East	\$ 600,000
Project #16	Cottonwood Heights: Highland Drive protected pedestrian trail from Villare Avenue to Bengal Hills Cove	\$ 500,000
	Total	\$ 15,624,700

Project details can be found here, [2023 4th Quarter Projects](#)



JUNIPER
CANYON

SOUTHEAST HERRIMAN TRAIL CONNECTIVITY PLAN

0 375 719 1,500 Feet



HERRIMAN, UTAH
RESOLUTION NO. 23.

**A RESOLUTION OF THE CITY COUNCIL OF HERRIMAN ADOPTING AND
APPROVING AN INTERLOCAL AGREEMENT BETWEEN SALT LAKE COUNTY
(THROUGH ITS DEPARTMENT OF TRANSPORTATION) AND HERRIMAN CITY
FOR REGIONAL TRANSPORATION CHOICE FUNDS**

WHEREAS, the Herriman City Council (“Council”) met in regular meeting on April 12, 2023 to consider, among other things, adopting and approving an interlocal cooperation agreement between Salt Lake County (“County”) and Herriman City (“City”); and

WHEREAS, the City and County are each public agencies, authorized under Utah Code Ann. § 11-13-202 to enter into agreement with one another for joint or cooperative services and to share tax and other revenues with the other; and

WHEREAS, the City requested funds from the County to fund improvements and development of the Juniper Canyon Trail Head Project, pursuant to the Regional Transportation Choice Fund (4th Quarter) as set forth in Utah Code Ann. §§ 59-12-2219 *et seq.*; and

WHEREAS, the County is willing to grant 4th Quarter Funds to the City as set forth in the attached Interlocal Agreement (the “Agreement”); and

WHEREAS, the City and County have caused an Interlocal Agreement to be created which formalizes their joint and cooperative understanding as well as their respective rights, duties, and obligation thereunder; and

WHEREAS, the Agreement, which is attached hereto, is entitled “Interlocal Cooperation Agreement Between Salt Lake County for its Department of Transportation and Herriman City”; and

WHEREAS, the Council finds that it is in the best interests of the inhabitants of Herriman to adopt and approve the attached Interlocal Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Herriman City Council that the attached Interlocal Cooperation Agreement Between Salt Lake County for its Department of Transportation and Herriman City is hereby approved and the City Manager and staff are authorized to execute the same.

This resolution assigned no. 23 _____, shall take effect immediately upon passage and acceptance as provided herein.

PASSED AND APPROVED by the Council of Herriman, Utah, this 12th day of April 2023.

HERRIMAN

Lorin Palmer, Mayor

ATTEST:

Jackie Nostrom, MMC
City Recorder



2023 ARBOR DAY PROCLAMATION

WHEREAS, In 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and;

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and;

WHEREAS, Arbor Day is now observed throughout the nation and the world, and;

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and;

WHEREAS, trees are a renewable resource giving us paper, wood for construction of our homes, fuel for our fire, and;

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and;

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW, THEREFORE, DO I, Lorin Palmer, Mayor of Herriman City, proclaim the last Friday of April as Arbor Day in the City of Herriman, and urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

PASSED AND APPROVED by the Herriman City Council.

HERRIMAN CITY COUNCIL

By: _____
Lorin Palmer, Mayor

ATTEST:

Jackie Nostrom, City Recorder



CITY COUNCIL MINUTES

Wednesday, January 25, 2023
Awaiting Formal Approval

The following are the minutes of the City Council meeting of the Herriman City Council. The meeting was held on **Wednesday, January 25, 2023, at 5:30 p.m.** in the Herriman City Council Chambers, 5355 West Herriman Main Street, Herriman, Utah. Adequate notice of this meeting, as required by law, was posted in the City Hall, on the City's website, and delivered to members of the Council, media, and interested citizens.

Presiding: Mayor Lorin Palmer

Councilmembers Present: Jared Henderson, Teddy Hodges, Sherrie Ohrn, Steven Shields

Staff Present: City Manager Nathan Cherveski, Assistant City Manager Wendy Thomas, City Recorder Jackie Nostrom, Finance Director Kyle Maurer, Director of Operations Monte Johnson, Communications Manager Jonathan LaFollette, City Planner Michael Maloy, Police Chief Troy Carr, Deputy Chief Cody Stromberg, Community Development Director Blake Thomas, Unified Fire Authority Assistant Chief Anthony Widdison, City Attorney Todd Sheeran, City Engineer Bryce Terry, Assistant City Attorney Matt Brooks, and Building Official Cathryn Nelson. Laura, Karen,

5:30 PM – WORK MEETING: (Fort Herriman Conference Room)

1. Council Business

Mayor Lorin Palmer called the meeting to order at 5:32 PM.

1.1. Review of this Evening's Agenda

Council and Staff briefly reviewed the agenda.

1.2. Future Agenda Items

Councilmember Ohrn spoke about a recent Planning Commission meeting in which they had talked about short term rentals, and asked when the Council would discuss it further. She suggested they wait until after the legislative session in May.

Councilmember Ohrn also discussed a resident who had reported an issue with the snow removal ordinance on the sidewalks, because the ordinance stated snow would be cleared an hour after a significant snowfall, which did not actually happen. Councilmember Ohrn proposed they make an adjustment to that ordinance because there was no way they could get that done in an hour. City Manager Cherpesci explained the process for snow removal and confirmed that a City of their size could not get snow removal done in an hour. There was discussion about potential solutions for the future.

Councilmember Shields commented it was a dual-edged sword and they could not please everyone and felt as long as they were defaulting to public safety and access, that was more important than the convenience of parking spots. Mayor Palmer suggested adding this to a future work meeting with public works and public safety staff present.

Mayor Palmer announced he had selected a female judge who would be brought to Council in the next couple of weeks for ratification.

1.3. Council discussion of future citizen recognitions

2. Administrative Reports

2.1. Draft Transportation Master Plan & Impact Fee Discussion – Bryce Terry, Assistant City Engineer

Assistant City Engineer Terry presented this item and stated they were ready to start looking at their Transportation Master Plan in order to adopt an update to the document. He provided a quick overview of the update including the annexation of Olympia into the City.

Assistant City Engineer Terry explained the Transportation Master Plan planned out all the road projects up to 2050 and was broken into phases. He commented they would like feedback on this draft so they could bring the plan to the Planning Commission for recommendation.

Assistant City Engineer Terry stated this last Master Plan had been updated at the end of 2019 and early 2020, and noted Olympia had been annexed in on January 1, 2022. He discussed possible future annexations surrounding Olympia.

Councilmember Ohrn commented if they were calculating those annexation areas into impact fee estimates but then they did not have the population growth in the City, none of this would apply. Assistant City Engineer Terry agreed that was a good point and elaborated that the

trips which came outside of the City, even though they showed possible future annexation, would not count towards their impact fees because they were not part of the City. Councilmember Ohrn commented a lot of the traffic counts looked like they included these outside trips and asked if the traffic counts dictated impact fee estimates. Assistant City Engineer Terry explained how they evaluated what they thought densities were going to be and what they thought land uses would be, even outside of the City, and confirmed those traffic trips did not get counted as Herriman growth. He stated there was a lot of growth outside of the City and some of their roads were not 100-percent impact fee eligible, but they did account for the traffic to know that if they could not fund the roads with impact fees, they needed to find other sources.

Assistant City Engineer Terry continued the presentation and discussed demographic projections. He stated the WFRC projections for Herriman had consistently been relatively low for the future and said the City had worked with a consultant based on the General Plan. Assistant City Engineer Terry presented the updated projections from the consultant. Councilmember Ohrn asked for clarification on the results based on the annexation. Assistant City Engineer Terry explained the process for acquiring these results.

Assistant City Engineer Terry continued the presentation and discussed safety. He stated the most fatal crashes in Herriman tended to be along the Mountain View Corridor and they did not see very many severe crashes outside the corridor. Assistant City Engineer Terry also commented that COVID had skewed their statistics a bit and now there were more cars on the road again there were concurrently more traffic incidents. He stated there were some safety improvement plans included in the updated Transportation Master Plan (TMP).

Assistant City Engineer Terry discussed the baseline level of service from 2020 and commented that many of their roads were reaching capacity. He displayed options for roads illustrating capacity versus volume and discussed the U-111 State Environmental Study. Community Development Director Thomas discussed Phase 1 of this project. Assistant City Engineer Terry commented when they had started the Master Plan, this was not the alignment they had anticipated so they were doing analysis to see how they could adjust.

Assistant City Engineer Terry discussed the Northwest Corner Roadway Alignment and showed the model of the change to the Master Plan based on what UDOT was proposing. He showed a comparison map of the roads they currently in existence and the roads planned for 2050. He explained how they determined where to plan to build new roads and showed a 2030 projection of what the roads in Herriman would look like if they did nothing. Assistant City Engineer Terry explained the red roads were reaching capacity and would need to be addressed. Councilmember Shields asked what their current level of service was on these roads. Assistant City Engineer Terry replied they had done a study about two years ago and they were at a level C on 13400 South and 12600 South and thought they were approaching the level D threshold.

Assistant City Engineer Terry showed a map of what the level of service would be in 2050 if the City did nothing to the roads, and clarified this was just a model and there was time to adjust to make the model more accurate because 2050 was so far in the future and it was hard to make final decisions on the 2050 model. He showed a map of the 2030 projections if they did the proposed road projects, which he indicated eliminated the red from the model, and then showed the 2050 projection map again. He stated the Mountain View Corridor was projected to be one of the busiest roads in the State with 70,000-80,000 cars per day.

Councilmember Ohrn asked about the corner by 6400 West and 13400 South and noted it was horrible to drive there. Assistant City Engineer Terry showed plans for a three-lane improvement on 6400 West and 13400 South because it was only two lanes. He explained the road could not go up to five lanes because it would interfere with existing homes. Community Development Director Thomas stated when staff had worked with the consultant, discussions ensued between installing three or five lanes, but ultimately, had determined three lanes would be a sufficient solution. There was discussion about the intersection of 6400 West and Main Street and the recent addition of a stoplight.

Assistant City Engineer Terry clarified there was some red on the 2050 projection, but it was a little far out to start planning on taking out homes for these projects. He anticipated updating the TMP every three to five years so it would be a continuing process. Councilmember Ohrn thought with new developments it would be wise to dedicate the corridors to certain requirements.

Assistant City Engineer Terry discussed roads which would exceed the level of service threshold by 2050. He talked about the growth outside of Herriman and showed a model based on homes and employment and emphasized it was only a projected model.

Assistant City Engineer Terry stated staff was working with the Wasatch Front Regional Council on a study and currently as a bus system was not established in Herriman. He commented they had established two corridors for future transit projects, whether that be a light rail or a rapid bus, they were looking at options and trying to establish what worked best with the land use and what was feasible. Councilmember Shields felt the disappointing thing about this plan was they had already underestimated the population growth, and in 2050 there still were no plans. He found it concerning how insufficient the plans were for what was coming. Councilmember Ohrn commented it seemed unbalanced and clarified this study had just started the previous month. Assistant City Engineer Terry confirmed that was true, and stated this was a study for how best to use these two corridors and they anticipated the completion date to be February of 2024.

Assistant City Engineer Terry stated they had worked on an active transportation plan in 2021 that included uses outside of vehicles and showed a diagram of those proposed projects

and commented they would be including them in the TMP. He showed the phased improvements and discussed impact fee eligibility stating there was around \$66 million that was impact fee eligible and the roads from Olympia were funded by a PID.

Assistant City Engineer Terry discussed Phase 2 and 3 and further explained the projects including intersection improvement which had not been previously included in the TMP. He showed the cost of the Phase 1 projects and the cost of the intersection improvements and clarified that the full cost would not be impact fee eligible.

Assistant City Engineer Terry showed a chart that illustrated the different amount of impact fees they would collect for different kinds of land use based on trips per day that Zions Bank had helped them put together. He stated they had not updated impact fees since 2003 and these updated figures would be much higher than had been previously. Councilmember Hodges asked if there would be an adjustment if some of these uses created local jobs. Assistant City Engineer Terry replied they did something called pass-by discounts that provided discounts if the business was already on the route to a trip like the grocery store. He stated the proposed impact fees would increase impact fees by nearly \$1,000 and asked for feedback on the presentation.

Councilmember Shields asked if they had projected out Olympia Hills. Assistant City Engineer Terry received preliminary land use plans from them that they had used in the model.

2.2. Discussion regarding a proposed amendment to the Olympia Master Development Agreement – Blake Thomas, Community Development Director

Community Development Director Thomas presented the item and provided a brief history of the project. He stated the MDA had been executed on November 26, 2021, and consisted of 933 acres, and originally 68 acres of that had been the school district, but now there were 100 acres that were the school district's property. Community Development Director Thomas explained that the remaining acreage was entitled to 6,330 residential dwelling units with potential commercial pending on the intersection of U-111 and Herriman Boulevard. He stated there were secured local and regional parks and some open space.

Community Development Director Thomas continued the presentation and stated there had been one amendment that had already been completed which was finalizing discharge rates of storm water through Salt Lake County on September 1, 2022. He commented he would be presenting the second amendment and there would be four parts. His first item of discussion was secondary water and stated there was still a lot of studies that needed to be done so he suggested coming back the secondary water issue at a later meeting unless someone had strong feelings about the issue. Mayor Palmer asked if they would ever realistically have secondary water. City Engineer Jonathon Bowers responded in the affirmative. Mayor

Palmer asked if they would have it at the volume needed. City Engineer Bowers again confirmed.

Councilmember Ohrn commented the group had discussed this extensively during the negotiation, and said they needed to plan for the future. She thought it would be shortsighted to not put in the infrastructure for secondary water. Community Development Director Thomas added that lot sizes below 6500 square feet within the development did not require secondary water, but the water currently was required to go to the open space areas for irrigation.

Councilmember Hodges asked what the cost was to service and maintain those without water until they received the secondary water. Community Development Director Thomas replied he did not have numbers for that, but agreed it was a good point. He stated they would need dry lines, they would need to go back and recharge them, check for leaks, and patch and fix them before they moved on but those were incidental costs compared to capital costs. Councilmember Henderson asked what the percentage of secondary water lines they currently had in the city were dry.

Councilmember Hodges asked what the contamination rate was between secondary and culinary. Community Development Director Thomas replied he did not know if he could answer that but there were preventative measures in place to prevent that from happening. Mayor Palmer commented he had spoken to people in Riverton who had believed that since they had secondary water, their water usage had gone up. Councilmember Shields asked why they wanted secondary water use in the middle of a water crisis. Councilmember Ohrn commented that was why they had implemented metering to track people's water usage because it did not matter if it was secondary or culinary, it was still water. Councilmember Hodges if they could find out the cost difference between secondary and culinary. Councilmember Shields stated water should be a limiting factor in development and it was not because they kept developing and kept going further and further to get water. He continued to say they were lucky they were getting a pretty banner year for water but if there was an extended draught at any point in time, there was not water for watering yards and it was a double edged sword to put in a system that encouraged people to use cheaper water, or not to put in the system as a conservation measure so that people would use less of the more expensive water.

Councilmember Henderson stated in his neighborhood, those that had changed over to the secondary cannot use it when the canal shut off and if it was a shortage year then they could turn on the secondary water on certain days and it was a lot easier to limit that than to limit the culinary water. Community Development Director Thomas suggested they look at the cost to the end user versus the cost to the city. Mayor Palmer wanted whatever they did to make sense for conservation and cost.

Community Development Director Thomas continued the presentation and explained the second part of the amendment pertaining to the intersection of 12600 South and U-111 within the planned community. Councilmember Ohrn commented she would not mind broadening this discussion and would not mind taking advantage of having more commercial to keep people in Herriman. Ryan Button commented that this was a minimum and not a maximum. Councilmember Ohrn thought it was in their best interest to have their economic development team sit down and see what they could do with this intersection because she thought they needed to change the dialogue. Community Development Director Thomas commented they had sat down with UDOT and all but determined the final location for the intersection.

Community Development Director Thomas continued with the presentation and discussed the fourth component of the amendment which was a special owner consent provision which basically stated if there was a change to the MDA later on that impacted the land that was not owned by the school district, the City did not need to obtain a signature from the school district. He stated the school district had already approved this and was just waiting to be approved by the City.

Councilmember Hodges asked if there were parcels that were still exchangeable or floating. Applicant Ryan Button responded it was floating and continued to say with regards to the PID agreement, the amendment outlined what the PID could do as approved by the Council. He suggested it would not hurt the City to approve this and even if they decided not to amend the Master Development Agreement.

Community Development Director Thomas continued the presentation and discussed the PID agreement. He stated the only assurance for PID bonds in the MDA was the one-time contract fee, so this allowed other mechanisms to be used. Applicant Ryan Button provided an update and stated they had been working with UDOT on the alignment of U-111 and were getting close to breaking ground. He explained in the development agreement, on the Olympia side, there was an obligation to construct 6400 West. He stated there was a section between Creek Ridge and Heritage Place that the City had agreed to pay the cost to construct the road and he was obligated to build it. Mr. Button stated there was also upsizing provisions in the agreement that required the City to pay for any upsizing costs to infrastructure projects. He continued to say they were coming up with somewhere between \$6 and \$7 Million in cost that the City would be responsible for that had already been agreed to in the agreement.

Mr. Button stated the PID was only able to go out and bond against the one-time contract fee which was what they were still planning to do, which would allow for them to build what they were obligated to within Olympia. He explained they were at a point in the project where he needed a decision from the City on how they were going to pay for their portion and presented four options. The first option was that the City write a check for their portion,

which he understood was not an option at the time for the City. The second option was that the City would go out and bond for the cost of the improvements, which he also understood was currently not an option. The third option, which was his only option this evening, would be for him to go out and borrow private money and enter into a reimbursement agreement with the City. The fourth option was the PID could go out and in addition to the contract fee, they could also levy up to 4 mills against Phase 1 which would raise around \$7 Million, and the City would then have to enter into a reimbursement agreement with the PID over time. Mr. Button stated the benefit to the fourth option was that the PID currently today could borrow at six percent versus 12-13-percent with a private loan.

City Manager Cherpesci clarified with the PID and a mill levy, which meant the property owners would be paying for the city share and asked why the other taxpayers would be paying the PID back. Mr. Button replied this was a general obligation of the entire City, and not just for the affected homeowners. Councilmember Ohrn asked what the obligation timeframe was to meet the reimbursement agreement as stated in the MDA. City Attorney Sheeran replied the agreement was before his time but generally reimbursement agreement were paid back in the form of impact fees so he was unsure of the timeline in this scenario. Councilmember Ohrn commented she was unsure they would obligate themselves to pay such a figure in advance and wanted to know exactly what they obligated themselves to in the MDA. She wondered why they had been told bonding was not an option, and she expressed she wanted to explore that option. She also indicated she wanted to see hard numbers so they could look into bids and wanted to understand all of their options and obligations.

Mayor Palmer stated he was under the impression rather than the City paying for these things, the mill would pay for this and asked for clarification. Mr. Button replied it made more sense for the City to match upsizing projects now because it would be more cost effective than adding additional capacity to account for growth further down the road. He also commented Mayor Palmer was correct in that the City would be obligated to pay back the \$6 Million because they had already agreed to it, but they were saying this was an option for the City to borrow against the PID at half the interest rate and as the City paid it back, the mill levy would go away.

Councilmember Ohrn asked if they would need to upsize if they were going to be paying for an upsize that would be servicing South Jordan and they needed to make sure they analyzed that before they agreed to a bunch of unnecessary upsizing. Mr. Button clarified he was not asking them for permission because he was obligated to construct it; he simply needed to know how the City was going to pay for it. Councilmember Ohrn stated they needed to know what they were obligated to pay for before they agreed to anything. Mr. Button stated he was contractually obligated to build it and he was just letting them know he was ready to start building and needed to know how the City was going to pay for it. Councilmember Ohrn

clarified this was not an argument which was why they needed to understand what they were paying for.

Councilmember Henderson stated they needed to turn to staff and have them analyze this and give them their recommendations and options. There was discussion about costs and where this money would come from. Councilmember Ohrn commented they had discovered several obligations they were unaware of and she did not want to all of the sudden have another huge obligation and have an issue paying it back. Mr. Button stated he understood and was trying to offer as many options as possible for the City to cover the costs because he was contractually obligated to build this road and they needed to get started.

Councilmember Ohrn commented she felt there was a component missing and clarified the mill was only for the \$6 Million, and this was confirmed. There was discussion about interest rates for different loan methods. Councilmember Henderson stated it was the City's job at this point to figure out how they were going to fund this. Councilmember Ohrn thought they needed to take time to get more information and have discussion to make a decision. Mr. Button stated he could engineer all of these projects but he needed a path forward. Councilmember Ohrn stated they needed to get more information before they could choose a path forward.

Councilmember Ohrn moved to adjourn the work meeting at 7:00 p.m. Councilmember Shields seconded the motion, and all voted aye.

The Council reconvened at 8:42 PM.

2.3. 2023 Proposed Event Calendar – Wendy Thomas, Assistant City Manager
Assistant City Manager Wendy Thomas offered an overview of the proposed event calendar with Events Manager Karen Nukaya.

Assistant City Manager Thomas asked the Council if there was a desire to move the Herriman MotoX to a private event. The Council expressed support of the suggestion.

2.4. City Council Boards & Committee Assignment Review – Jackie Nostrom, City Recorder

The Council briefly reviewed the City Council Board and Committee Assignments. It was determined to leave them as currently Reviewed boards and committees.

2.5. Discussion on whether the City should take a formal position on the proposed South Jordan annexation – City Council Roundtable

Mayor Palmer indicated there was interest from members of the Council to discuss exercising the option of taking a formal position for the South Jordan Annexation. The Council discussed logistics with the development and came to the consensus to not pursue the option.

Councilmember Shields moved to temporarily recess the City Council meeting to convene in closed session for the purpose to discuss pending or reasonable imminent litigation and the purchase, exchange, or lease of real property, as provided by Utah Code Annotated §52-4-205 at 10:51 p.m. Councilmember Hodges seconded the motion.

The vote was recorded as follows:

Councilmember Jared Henderson Yes

Councilmember Teddy Hodges Yes

Councilmember Sherrie Ohrn Yes

Councilmember Steven Shields Yes

Mayor Lorin Palmer Yes

The motion passed unanimously.

The Council reconvened the work meeting at 11:17 p.m.

3. Adjournment

Councilmember Shields moved to adjourn the city council meeting at 11:17 p.m. Councilmember Henderson seconded the motion, and all voted aye.

7:00 PM – GENERAL MEETING:

4. Call to Order

Mayor Palmer called the meeting to order at 7:18 p.m.

4.1. Invocation/Thought/Reading and Pledge of Allegiance

HPD Commander Zack Adams, led the audience in the pledge of allegiance.

4.2. City Council Comments and Recognitions

No comments or recognitions

5. Public Comment

No public comments were offered.

6. City Council Reports

6.1. Councilmember Jared Henderson

There was no report.

6.2. Councilmember Teddy Hodges

Councilmember Hodges stated the Sewer Board had their annual update on their audit and they had over 1,000 miles of sewer pipe in their district with 92,000 connections and 2900 units ready for sewer. He commented they only had one sanitary backup and for a district

their size, that was pretty significant. Councilmember Hodges added they had their audit committee and felt were sitting in pretty good hands.

6.3. Councilmember Sherrie Ohrn

Councilmember Ohrn discussed they had held their WFWRD meeting, and things were good overall, but there were still struggling to get garbage trucks. She commented they were grateful for the fee increase that would come onto the quarterly bill with the staggering cost of recycling up to \$100 from \$10. Councilmember Ohrn commented on the scrap contained where they would bring containers to the home. She stated residents would get postcards and would need to respond in order to receive a container and encouraged residents to share with their neighbors to get the containers full.

6.4. Councilmember Steven Shields

Councilmember Shields announced they had held a meeting with the broadband infrastructure committee in which they discussed moving forward to define the scope of the project. He said they wanted to move forward to find out what the bond parameters and the proceeds would be in order to determine if they could construct such a network. He commented that based on those discussions they seemed optimistic, and he hoped they would be about to get this project moving.

7. Mayor Report

Mayor Palmer recalled he had attended the first COG of the year, which usually came with committee assignments and shared that he had been nominated to be on the COG Public Works Committee. He stated he had also been asked to participate in what they were calling the South Valley Interfaith Coalition and there was going to start being some support for a food bank at Athlos because they were 1-percent away from being a Title I school.

8. Reports, Presentations and Appointments

8.1. HPD Badge Presentation – Cody Stromberg, Deputy Police Chief

Deputy Police Chief Stromberg presented the officers being presented badges. Commander Brent Adamson, Sergeant Cory Tsouras, Sergeant Dan Beckstrom, Newly hired officers included Officer Natalie Chinea, Officer Alex Felsing, Officer Rennan Arruda, Officer Brett Barrett, Officer Ben Rugebregt, Officer Isaac Asiata, and Records Technician Felicia Didericksen.

8.2. Presentation of the Audited Financial Statements for Fiscal Year Ended June 30, 2022 – Kyle Maurer, Finance Director

Finance Director Maurer stated they were required by State law to have an audit every year and the audit needed to be completed by December 31st. He said this year, their audit had been performed by the firm Hinton Burdick. McCay Hall, CPA, had been in charge of the audit, and he presented the results. Mr. Hall explained the objectives of his firm when they

performed an audit. He stated when they conducted an audit, they adhered to the audit standards that were generally accepted across the country.

Mr. Hall explained they needed an understanding of the processes and procedures of the City in order to perform a thorough audit and if they find any weaknesses that might cause any misinformation, that was categorized as a material misstatement. Mr. Hall explained they analyzed internal control to determine their operating effectiveness and then used that information to analyze the information that is contained in the financial statements and then follow that through the accounting system and back to the original documentation. He stated they had various tests and analytics they performed and then reached out to external parties for confirmation and tied that information back to the supporting documentation.

Mr. Hall explained if throughout the auditing process they found any material misstatements, they would communicate those to management and Council in the form of a findings and recommendations letter. He discussed the reports that came out of the audit. Mr. Hall described the Independent Auditors Report, which was the financial report, and announced that for this year Herriman had received a clean opinion.

Mr. Hall described the Report on Compliance and Internal Control over Financial Reporting, which was where any material weaknesses and deficiencies were listed. He then described the State Compliance Report and stated Herriman had received a clean opinion on this report as well. Mr. Hall stated the biggest key indicator to watch over time was the net position and watching that number can give an indication to the health of the City. He continued to say the net position of the City was \$553,087,800, and the change from the prior year was an increase of \$30.6 Million.

Mr. Hall explained another thing to watch was the classification of the net position. He stated of the \$553 Million that the City had, \$466 Million was invested in capital assets. He continued to go through the breakdown of the finances from his presentation slides.

Mr. Hall discussed the five-year trends of the City and referenced a graph in his presentation. He explained restricted cash versus unrestricted cash and referenced a different graph in his presentation. Mr. Hall broke down revenues versus expenditures and stated sales tax revenue had become a significant revenue for the City. He discussed other sources of significant revenue.

Mr. Hall also discussed the Safety Enforcement Fund, which had been started in 2019, and reported and the revenues and expenditures for that had remained consistent which was what they expected to see. He stated the Herriman City Fire Safety Area had been started in 2021 and had revenue and expenditures increasing due to the starting of their operations, but over time he expected to see that level out.

Mr. Hall discussed the Capital Projects fund and stated in the last five years this fund had significant expenditures above their revenues. He advised this was a fund they needed to watch over time to make sure they had enough resources in it to fund the expenditures. He stated the Water Fund should be turning a profit and if it did not, that meant they would not have the resources they needed to replace the infrastructure. He noted over the past five years this fund had not turned a profit. Mr. Hall encouraged the Council to keep an eye on this fund and get this trend adjusted so they could receive the funds they would need in the future to replace the infrastructure as it aged out.

Mr. Hall asked for questions and encouraged the Council to reach out whenever they had questions. Councilmember Shields clarified that the City's financials were largely and materially right and accurately represented what was going on. He stated there had been some adjustments on some specific line items that would add clarity and transparency to some of these things.

Councilmember Shields commented he had an optimistic view heading into the future. Mr. Hall agreed they had a bright future if they stayed judicious, and he thought they had good people working for the City.

9. Public Hearing

9.1. Public Hearing and consideration of a resolution approving amendments to the Herriman City Fiscal Year 2023 Budget – Kyle Maurer, Finance Director

Finance Director Maurer highlighted the proposed budget amendment. He stated there was a large carryover number which was being proposed, and this meant there were project and items which had been started the year before but had not been finished within the proposed fiscal year, as well as some delayed vehicle purchases and increased inflation.

Finance Director Maurer noted the General Fund Balance was around \$6.1 Million and broke down the costs of the carryover items. He then discussed the Public Safety Fund, which was part of the General Fund, but kept it separate for accounting purposes. Councilmember Shields clarified the estimated \$6 Million General Fund Balance was the net of these items and Finance Maurer confirmed that to be correct.

Finance Director Maurer continued to discuss the uses in the Public Safety Fund. He stated the largest adjustments dealt with vehicles and the delay in production.

Finance Director Maurer briefly discussed the ARPA Fund and said there might need to be some amendments along the way. He noted any Capital Project changes would be brought back to Council so they were aware about moving money between the budgets.

Finance Director Maurer discussed the Debt Service Fund. He stated he had done a full analysis of the fund balance in the Debt Service Fund in which he had discovered they had

been over-contributing impact fees into the fund for debt service, which was just sitting in fund balance to be used against eligible debt service. He said they had around \$1 Million that was unrestricted. He explained they had an obligation for a widening project, so they were going to move the \$1 Million from the Debt Service fund to the Capital Projects fund to cover the cost of that project.

Finance Director Maurer spoke about the Park Impact Fee Fund and commented these were mostly carryover projects. He stated they had received a grant for the Juniper Canyon Recreation Area, so they could move some money into that fund.

Finance Director Maurer indicated they had also over-transferred impact fee money for debt service from the Road Impact Fee Fund, so they had moved more money into the Road Impact Fee Fund for impact fee eligible projects.

Finance Director Maurer continued on to the Storm Drain Fee Fund and stated they had an agreement which needed to be budgeted and paid out soon. He discussed the General Capital Projects Fee Fund as well and stated they had approximately \$11.1 Million in projects which had been started the year before and would be carried over.

Finance Director Maurer discussed the City Hall Fund, which was used to make repairs to the City Hall building as necessary, and expressed this was one of the funds in which they had spent more than what they had available, for so to avoid that from happening again in the future he had put a rather large figure in there to cover any purchases. He stated they had no plans to spend this money; it was just a budgetary compliance issue.

Finance Director Maurer discussed the Water Fund and explained they had not been budgeting their bond principle payments. He said good accounting and budgeting policy dictated that should be present in the budget so it could be approved by Council.

Finance Director Maurer discussed the Water Impact Fee Fund and stated they had issued a bond for major water improvements in Zone 1 and 2. He elaborated there was an impact fee eligible portion, and the intention was not to use it, however, but with the volatility of construction pricing he wanted to put this number in the budget just to show they had it and could use it if they wanted to have that discussion. He added there was also a portion of the Main Street widening that was impact fee eligible.

Finance Director Maurer continued onto the Storm Water Fund and then asked for any questions from Council before the Public Hearing.

Mayor Palmer opened the Public Hearing.

No comments were offered.

Councilmember Ohrn moved to close the public hearing. Councilmember Hodges seconded the motion, and all voted aye.

Councilmember Shields moved to approve Resolution No. R03-2023 approving an amendment to the 2022-2023 fiscal year budget. Councilmember Henderson seconded the motion.

The vote was recorded as follows:

<i>Councilmember Jared Henderson</i>	<i>Yes</i>
<i>Councilmember Teddy Hodges</i>	<i>Yes</i>
<i>Councilmember Sherrie Ohrn</i>	<i>Yes</i>
<i>Councilmember Steven Shields</i>	<i>Yes</i>
<i>Mayor Lorin Palmer</i>	<i>Yes</i>

The motion passed unanimously.

10. Consent Agenda

10.1. Approval of a resolution granting a single event permit local consent to Levy Restaurants for a series Utah Warriors Rugby home games events

10.2. Approval of the 2023 Amended Annual Meeting Schedule

Councilmember Henderson moved to approve the Consent Agenda as written. Councilmember Shields seconded the motion.

The vote was recorded as follows:

<i>Councilmember Jared Henderson</i>	<i>Yes</i>
<i>Councilmember Teddy Hodges</i>	<i>Yes</i>
<i>Councilmember Sherrie Ohrn</i>	<i>Yes</i>
<i>Councilmember Steven Shields</i>	<i>Yes</i>
<i>Mayor Lorin Palmer</i>	<i>Yes</i>

The motion passed unanimously.

11. Discussion and Action Items

11.1. Discussion and consideration of a request from Herriman 73 Partners LLC to amend the Herriman City Zoning Map for ±8.23 acres of property located approximately at 12400 S Mountain View Corridor from A-1-43 Agricultural to AMSD Auto Mall Special District. (City File No. Z2022-175) – Michael Maloy, City Planner

City Planner Maloy stated they had been seeing a series of incremental improvements and requests for development related issues in the Automall project and this was property that had recently been acquired by a developer that was Master Planned for Automall use. He

showed a map of the current AMSD area and stated when they analyzed a zoning request they looked at whether it would be in harmony with adjacent properties and zones.

City Planner Maloy stated Staff had found this rezone favorable and the Planning Commission voted to recommend approval to Council with a vote of 6-0 and the applicant was available for questions.

Councilmember Henderson moved to approve Ordinance No. 2023-02 authorizing an amendment to the zoning map for 8.23 acres of property located at approx. 12400 South Mountain View Corridor from A-1-43 (Agricultural) to AMSD (Auto Mall Special District). Councilmember Ohrn seconded the motion.

The vote was recorded as follows:

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

The motion passed unanimously.

11.2. Discussion and consideration of proposed amendments to Chapters 10-3, 10-16, and 10-25 of the Land Development Code and enacting Title 11 to define and regulate Residential Treatment Facilities for the Disabled (File No. Z2022-172) – Todd Sheeran, City Attorney

City Attorney Sheeran went over the Federal Laws regarding these facilities, and stated the Fair Housing Act prohibited discrimination based on a person's disability so they needed to be careful when they created regulations. He commented that the Federal Government has acknowledged that group living caused group problems and there was a fine balance between regulating group living and discriminating against the disabled.

City Attorney Sheeran explained this amendment would generally repeal Chapter 25 which was where the current Code was located, and the amendment also created Title 11. He listed they had revised the regulations to be compliant with Federal and State laws, added updated definitions, increased the number of permitted unrelated disabled persons to eight, clarified the process to obtain a business license, and updated the process for someone requesting a reasonable accommodation.

City Attorney Sheeran provided a specific text amendment overview and stated the prior Code had not been clear about whether or not a business license would be required, so in the update they clarified that it was required. He explained they clarified the reasonable accommodation process and required a lot more information to be required by the City for

why they needed that reasonable accommodation and an application fee with a decision outline and deadline.

City Attorney Sheeran explained a hearing officer would be brought in in order to avoid any City fault in this matter because it was a very nuanced section of the legal realm, and the City was not liable for a decision made by a hearing officer. He stated there were some elements of their code that did not meet State and Federal laws and one of the changes was that they were going to require half-mile distances between all group living arrangements, mostly because of parking concerns.

City Attorney Sheeran discussed he had read dozens of articles about how people in recovery did better in group settings, and most articles had reported the ideal number for a group was between five and twelve. Based on these figures, he felt allowing for up to eight people was a good medium, which was why they had adjusted the Code to that number. Councilmember Shields asked for clarification on the term 'disabled' in the context of this discussion and asked if it was in reference to people in some sort of drug recovery program. He also asked if 'disabled' was a legal term for an individual in such treatment. City Attorney Sheeran replied the Americans with Disability Act offered a definition for the term disabled which had a whole host of characteristics that defined what being disabled meant under this Act and the Fair Housing Act used the term 'handicapped' with virtually the same definition.

City Attorney Sheeran stated he had had an issue with facilities maintaining residential characteristics and he wanted to make sure they had those in place, and they met the zoning requirements. He asked if there any questions. There were none.

Councilmember Shields moved to approve Ordinance No. 2023-03 authorizing an amendment to Chapters 10-3, 10-16, and 10-25 of the Land Development Code and Enacting Title 11 to define and regulate Residential Treatment Facilities for the disabled. Councilmember Ohrn seconded the motion.

The vote was recorded as follows:

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

The motion passed unanimously.

12. Future Meetings

12.1. Next Planning Meeting: February 1, 2023

12.2. Next City Council Meeting: February 8, 2023

13. Events

13.1. February 8 – Senior Bingo; 10:00 a.m. City Hall (RSVP Required)

14. Closed Session

The Herriman City Council may temporarily recess the City Council meeting to convene in a closed session to discuss the character, professional competence, or physical or mental health of an individual, pending or reasonable imminent litigation, and the purchase, exchange, or lease of real property, as provided by Utah Code Annotated §52-4-205

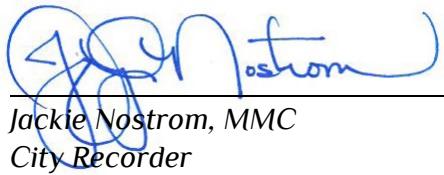
The closed session was conducted during the work meeting.

15. Adjournment

Councilmember Shields moved to adjourn the City Council meeting at 8:35 p.m. Councilmember Hodges seconded the motion, and all voted aye.

16. Recommence to Work Meeting (If Needed)

I, Jackie Nostrom, City Recorder for Herriman City, hereby certify that the foregoing minutes represent a true, accurate and complete record of the meeting held on January 25, 2023. This document constitutes the official minutes for the Herriman City Council Meeting.



Jackie Nostrom, MMC
City Recorder



CITY COUNCIL MINUTES

Wednesday, March 08, 2023

Amended March 6, 2023

Awaiting Formal Approval

The following are the minutes of the City Council meeting of the Herriman City Council. The meeting was held on **Wednesday, March 8, 2023, at 5:30 p.m.** in the Herriman City Council Chambers, 5355 West Herriman Main Street, Herriman, Utah. Adequate notice of this meeting, as required by law, was posted in the City Hall, on the City's website, and delivered to members of the Council, media, and interested citizens.

Presiding: Mayor Lorin Palmer

Councilmembers Present: Jared Henderson, Teddy Hodges, Sherrie Ohrn, Steven Shields

Staff Present: City Manager Nathan Cherveski, Assistant City Manager Wendy Thomas, City Recorder Jackie Nostrom, Finance Director Kyle Maurer, Director of Operations Monte Johnson, Public Works Director Justun Edwards, Communications Manager Jonathan LaFollette, City Planner Michael Maloy, Police Chief Troy Carr, Community Development Director Blake Thomas, Unified Fire Authority Assistant Chief Anthony Widdison, City Attorney Todd Sheeran, Assistant City Engineer Bryce Terry, Building Official Cathryn Nelson, Deputy Director of Parks, Recreation and Events Anthony Teuscher, and Public Utilities Engineering Manager Jonathan Bowers.

5:30 PM – WORK MEETING: (Fort Herriman Conference Room)

1. Council Business

Mayor Palmer called the meeting to order at 5:30 p.m.

1.1. Review of this Evening's Agenda

Council and staff briefly reviewed the agenda.

1.2. Future Agenda Items

Mayor Lorin Palmer asked if the Council would be available for the March 29, 2023 Joint Meeting. Council Consensus determined to cancel the Joint Meeting due to a lack of a quorum.

Assistant City Manager Wendy Thomas asked if the Council was open to beer sales for Town Days, as they had done for other events. Assistant City Manager Thomas said the stands would be distant from the other events to help navigate traffic. Councilmember Steve Shields said he did not want to attract certain elements and individuals outside of the group past 9:00 p.m. but was in opposition to the idea. Assistant City Manager Thomas added staff was working on finalizing other parameters for these events.

Mayor Palmer thought the Council should amend policy on recommendations and discuss further later.

Councilmember Sherrie Ohrn asked about snow removal and how staff kept track of future agenda items. City Manager Nathan Cherpesci replied they were cleaning up their organization for these items and were actively keeping track of the concerns. Councilmember Ohrn also asked about short-term rentals, to which City Manager Nathan Cherpesci said staff would be giving a presentation on short term rentals in about a month.

1.3. Council discussion of future citizen recognitions

Mayor Palmer acknowledged Jackson at Oak Leaf and said he needed to get more information from him.

2. Administrative Reports

2.1. **2.2 Request to Amend the Governing Documents for the Auto Mall and Retail Public Infrastructure District** – Nathan Cherpesci, City Manager

City Manager Cherpesci acknowledged a request received from the Auto Mall Developer to amend the Public Infrastructure District (PID) document.

City Manager Cherpesci explained there would be a straightforward change in the dollar amount and construction costs, although the developer would not necessarily need to spend all the money. Councilmember Shields noted the debt limit had increased to \$19,000,000. City Manager Cherpesci clarified the debt limit had increased from \$14,000,000 to \$17,000,000. Councilmember Shields then asked why they were asking for \$28,000,000. City Manager Cherpesci elaborated the debt limit in the document was \$18,000,000, and this extra cost was built in as a safety measure so as to avoid having to ask for more money for this specific project.

2.2. **2.4 Secondary Water Report** – Justun Edwards, Public Works Director

Public Works Director Justun Edwards noted the report gave a general overview of the irrigation system along with the projects completed to supply water to areas with dry pipes. Public Works Director Edwards noted Council had adopted secondary water measures in 2004 and advocated for using natural water sources. He gave context that in 2012, the City Council

had been directed to focus on constructing supply lines and service existing connections, which had delayed construction of storage tanks and large transmission lines. Public Works Director Edwards stated the City had spent approximately \$11.5 Million on secondary water projects. Public Works Director Edwards showed some visual aids demonstrating pipe development from 2007 to the present. He noted the City installed 482,000 feet of linear pipe, 139,000 of dry piping, 343,000 of charged pipe, and had a total of 4,473 connections and 2,637 connections with access. Public Works Director Edwards noted there were approximately 1,800 areas with no connection.

Public Works Director Edwards presented an improvement summary which visually demonstrated the areas with dry secondary water. He outlined the costs of changing these areas. Public Works Director Edwards said staff had some repairs in the plan but had tried to use the irrigation wells which have historically helped areas with less water.

Public Works Director Edwards outlined the pros and cons of a secondary water system. He listed the pros including utilization of a water source that was otherwise not used, the offsetting of demands on the culinary water system, and utilization of existing infrastructure. Public Works Director Edwards identified the cons as a significant cost for installation as well as the costs associated with an ongoing maintenance system.

Public Works Director Edwards identified the alternative options as follows: the City could maintain the existing secondary water system as-is and remove the requirement to install new secondary water lines, which would be the least costly option. He gave another option as maintaining the current direction that had been decided in 2012, which would cost between \$40,000,000 and \$55,000,000, and would require the City to provide secondary water infrastructure to new developments. Lastly, the City could provide secondary water for all existing dry lines and provide new water infrastructure throughout the entire City, which would be the costliest option.

Councilmember Ohrn cautioned the Council should not be short sighted, and advocated the Council should put money towards conservation, even if it came with a big price tag. Councilmember Ohrn thought they may not get another opportunity if they close the door on this. She said the Council should also assess irrigation options for different types of housing, which could address this issue and cut costs.

Councilmember Shields asked if there was data on metered water versus unmetered water. He understood more expensive water would deter use of water. Public Works Director Edwards said Herriman has metered secondary water since day one and noted unmetered water can lead to water abuse, but this has not been the reality for Herriman. Councilmember Shields asked if there was a difference in water usage based on these designations. Public Works Director Edwards said there is a slight uptick with secondary water given that it is cheaper. Councilmember Ohrn suggested the City could relook at rates if they felt culinary water was being abused.

Councilmember Jared Henderson advocated for pragmatism with their numbers given the finite resources at their disposal. Councilmember Henderson asked if the issue was overall water use, what difference would it make if the City applied conservation standards. Councilmember Henderson pointed out the next piece of this would be to completely change the system given the lack of water resources available. He felt the only difference between pumping water from Utah lakes and culinary water was that culinary water was treated.

Public Works Director Edwards explained he did not have exact pump numbers but planned on buying more pumps. He intended to stick with the current plan and would turn to creeks for additional support. Public Works Director Edwards believed the goal of the initial 2012 Council decision was to use all sources of water available. Councilmember Henderson thought the City should choose the better option and asked why they need two options. Public Works Director Edwards stated it would likely have to increase their secondary systems regardless.

Councilmember Henderson felt the source was important. He opined a bigger policy discussion was warranted and there was a need to assess resources to move forward. City Manager Cherpesski asked about differences between groundwater and other types of water. Councilmember Shields replied there were some water sources which could not be used for primary drinking water but could be used for secondary because it went through a filtration process. Councilmember Shields said there was no secondary water to use without a line. He also expressed his understanding that piping would change depending on which system was used to minimize damage. Public Works Director Edwards noted this difference was acknowledged in the plan. Councilmember Shields said there were additional costs. Councilmember Henderson reiterated his point about how they could pragmatically meet these goals given their resources. Councilmember Shields was ultimately against secondary water use, as he felt it encouraged additional usage. Councilmember Shields added local farmers probably used more water on their small farms because they did not have the same water technology.

Deputy Director of Parks, Events and Recreation Anthony Teuscher explained how they tried to use less culinary water and work to use more secondary water whenever possible.

Public Works Director Edwards said they had a multitude of options still being assessed. Councilmember Shields said if the cost of the two systems is the same, he was agnostic as to which one was chosen. Councilmember Henderson reiterated he wanted to stay realistic through the plan formulation. Councilmember Henderson also said it did not make sense to have two connections in different areas to account for different systems.

Councilmember Ohrn stated she never envisioned having secondary systems everywhere. Public Works Director Edwards added they had historically done swingline connections and have secondary available when culinary water is not available. Councilmember Ohrn said metering created better habits.

Public Works Director Edwards said they were currently going through studies to assess the quality of the wells. Councilmember Henderson said the City needs to prioritize addressing their water sources. Public Works Director Edwards emphasized it was largely about secondary source locations.

Councilmember Shields felt secondary water infrastructure seemed completely antithetical to everything else they were doing, given the costs associated. Councilmember Shields thought this money could be better used for roads. Mayor Palmer said they could look to other sources for funding for secondary water infrastructure.

2.3. *2.4* Discussion Regarding a Proposed Amendment to the Olympia Master Development Agreement – Blake Thomas, Community Development Director

Community Development Director Thomas began by clarifying any special owner shall not be required to execute any amendment to the MDA, and it did not affect the School District property. Community Development Director Thomas gave an overview of the proposed second amendment to the MDA. He noted it would modify the intersection of 12600 South and U-111 within the planned community. He then noted it would include collateral for securing public funds along with a one-time contract fee. He stated this would not commit the Council to anything.

Councilmember Shields said it would not amount to much without changing the PID document. Community Development Director Thomas acknowledged that was part of the discussion. Community Development Director Thomas also indicated the fourth point in the original draft was to be entirely deleted.

Councilmember Hodges pointed out it added costs to run two pipes through the ground. Councilmember Hodges said his threshold was proving they could do these two things at the same time. Community Development Director Thomas said he did not believe it would have any homes in zones three and four that would require dry lines. Public Works Director Edwards said they were adding burdens on homeowners who need to pay for extra lines. Public Works Director Edwards also said the bigger issues about piping would not apply to these zones. Community Development Director Thomas said it would have to apply different standards to areas which just used the culinary system.

Councilmember Henderson said they would have to run both these systems to most homes. Councilmember Henderson asked if they were putting in infrastructure in too few units. Public Works Director Edwards thought it could create a functional plan in as little as two years, and develop wells as part of the Master Plan. City Manager Thomas noted a conservation deadline and needed to be mindful of their parks water usage as well.

Councilmember Ohrn said they needed to get more data before making a decision. City Manager Cherpesci said the City could always change their minds after further discussion and recommended waiting two weeks to discuss this further.

2.4. ~~2.3~~ **Sentinel Ridge Detention Pond Discussion** – Anthony Teuscher, Deputy Director of Parks, Events and Recreation

Deputy Director of Parks, Events and Recreation Teuscher recapped some landscape options which had been brought up weeks ago at a previous meeting. Deputy Director of Parks, Events and Recreation Teuscher reported the department had made contact with Mike Bradshaw and Dave Barbie, and they were open to these changes. Deputy Director of Parks, Events and Recreation Teuscher noted they were also open to different ownership options as well, but did not want to split up the park entirely. Deputy Director of Parks, Events and Recreation Teuscher asked the Council how they would like to proceed.

Councilmember Shields says if they were not going to bring the plan back as a playable park area, he was not interested. He felt residents deserved a more concrete plan. Community Development Director Thomas said they need to pick one of the plans. Councilmember Shields said he had major concerns about the HOA and pushed for a reasonable plan for completion. Councilmember Hodges echoed the need for a more concrete park completion schedule. City Manager Thomas said they needed to hit an improvement standard and factor in an impact fee which accounts for a storm drain.

Councilmember Henderson moved to adjourn the work meeting. Councilmember Ohrn seconded, and all voted aye.

2.5. **Legislative Update** – Roundtable Discussion

This item was not discussed.

Councilmember Shields moved to temporarily recess the City Council work meeting to convene in closed session for the purpose to discuss pending or reasonable imminent litigation and the purchase, exchange, or lease of real property, as provided by Utah Code Annotated §52-4-205. Councilmember Hodges seconded the motion.

The vote was recorded as follows:

<i>Councilmember Jared Henderson</i>	Yes
<i>Councilmember Teddy Hodges</i>	Yes
<i>Councilmember Sherrie Ohrn</i>	Yes
<i>Councilmember Steven Shields</i>	Yes
<i>Mayor Lorin Palmer</i>	Yes

The motion passed unanimously.

The Council reconvened the work meeting at 10:03PM.

3. Adjournment

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

7:00 PM – GENERAL MEETING:

4. Call to Order

Mayor Palmer called the meeting to order at 7:05 p.m.

4.1. Invocation/Thought/Reading and Pledge of Allegiance

The Herriman Youth Council led the audience in the Pledge of Allegiance.

4.2. City Council Comments and Recognitions

Mayor Palmer began by recognizing Kelly Deehan from Mountain Ridge as teacher of the year and recounted a story of Mr. Deehan's selflessness in aiding both the school system and choir students in Herriman.

Mayor Palmer acknowledged the Mountain Ridge Volleyball Team, who had placed second at State Championship in the 6A decision. Mayor Palmer noted this was a huge accomplishment and then recognized individuals on the team. The team's coach gave a few shoutouts to the graduating seniors who were about to play volleyball in college.

Mayor Palmer lastly recognized the Herriman High Cross-Country team, who had placed third at the Nike Cross Nationals in Portland. The Cross-Country coach came forward to recap the season and praise the team.

5. Public Comment

Chad Dansie expressed concerns with the recent highway widening and requested more than five minutes to discuss the issue given his status as a neighborhood representative. He noted his neighbors along with himself had been pressured by local government officials and had been offered large amounts of money to have their neighborhood encroached upon. Mr. Dansie said they were promised to be kept informed when the grant funding went through and a construction date was locked for Spring of 2025. He reported they were also promised that any damage to the neighborhood would result in compensation. Mr. Dansie said he was contacted in January of 2023 by a Herriman official demanding that he offer full access to his land for construction or face property condemnation. Mr. Dansie claimed they had only offered him \$9,200 for a quarter acre of ground and were not willing to compensate him for any trees or fences removed. Mr. Dansie reported he had noticed patterns of threats and intimidation along with an overall lack of transparency and compensation. He stated he had been keeping his neighbors in the loop and has created a coalition of 50 concerned neighbors. Mr. Dansie said a Herriman official met with them on February 23rd, though most of their questions have yet to be answered and expressed that the intimidation tactics had to end. He added that they are now receiving contradictory information. Mr. Dansie acknowledged Councilmember

Sherrie Ohrn has spoken to him personally, but that was it. He said he has been researching the grants being used for this project and has noticed several discrepancies. Mr. Dansie noted these discrepancies included the note that land cannot be modified if it is condemned, which he felt went against the threats being made to him and his neighbors. Mr. Dansie emphasized Herriman should have spoken to landowners, paid appropriately, refrained from intimidation tactics, and used transparency.

Austin Weaver came forward next and said he was in a unique situation. Mr. Weaver said he had the same house number as his neighbor directly across the street from him. He explained they had different types of homes on technically different streets, but their front doors faced the same street. Mr. Weaver said he had sent out an email with detailed descriptions of the issues which have and could arise from this issue, but said he was most concerned with safety protocol.

John Powell introduced himself as the store manager for the local Ace Hardware and explained he was here to discuss issues with Vasa Fitness and their parking. He expressed the issue affected his business, employees, and customers. Mr. Powell complained the Vasa Fitness was taking 90 to 95% of their parking and implored the Council to help resolve this issue. He recalled that he sent an email on January 25th to the City Council but had not received a response from anyone. Mr. Powell said the City has been a great asset to the store in the past, and they were now being overrun by Vasa and needed help.

6. City Council Reports

6.1. Councilmember Jared Henderson

Councilmember Henderson had no report.

6.2. Councilmember Teddy Hodges

Councilmember Hodges recapped the Sewer Board meeting. Councilmember Hodges noted the General Manager was retiring.

6.3. Councilmember Sherrie Ohrn

Councilmember Ohrn noted the Water Board recognized this last year as a good water year with a 157% increase in precipitation. Councilmember Ohrn acknowledged conservation would still be a steady drum in the State, and they needed to keep up with the current conservation standards.

6.4. Councilmember Steven Shields

Councilmember Steve Shields had no report.

7. Mayor Report

Mayor Palmer had nothing but acknowledged the legislative session was over.

8. Consent Agenda

8.1. Approval of the monthly financial summary for January 2023

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

The vote was recorded as follows:

<i>Councilmember Jared Henderson</i>	<i>Yes</i>
<i>Councilmember Teddy Hodges</i>	<i>Yes</i>
<i>Councilmember Sherrie Ohrn</i>	<i>Yes</i>
<i>Councilmember Steven Shields</i>	<i>Yes</i>
<i>Mayor Lorin Palmer</i>	<i>Yes</i>

The motion passed unanimously.

9. Discussion and Action Items

9.1. Consideration to Adopt New Transportation Master Plan – Bryce Terry, Assistant City Engineer

Assistant City Engineer Bryce Terry stated this was part of an ongoing discussion and introduced Jeremy Searle from WCG to discuss this further. He also noted the Planning Commission recommended approval.

Mr. Searle stressed the importance of an up-to-date plan given its significance in planning and impact fees. Mr. Searle said they looked at a lot of existing conditions and demographics and compared them to both present conditions and data. Mr. Searle noted an uptick in crashes, which he said UDOT was also addressing. He said they also looked at existing levels of service. Mr. Searle reported UDOT was conducting an environmental study, which had affected their plan. Mr. Searle said their study was ongoing so more changes could come. He also said there is already a development agreement with Olympia Hills which helps keep costs consistent. Mr. Searle said he did not anticipate volumes to change significantly even with the changes from UDOT. He also explained that they looked at functional classifications along the roadways and worked to accommodate future demands by assessing both minimum builds and prospective builds.

Mr. Searle went through a presentation which showed the potential layouts. He indicated their project addressed most issues, but noted there was a question as to whether or not to widen the lanes at 6400 West. Mr. Searle said they have looked into the projected capacity which is slightly below the capacity threshold. He also noted there was growth accounted for both inside and just outside of Herriman, but they have made assumptions to move forward including the assumption there will be an additional 8,000 houses built over the next few years. He then identified a few roadway and intersection projects on the screen. Mr. Searle opened the floor for questions. Councilmember Shields noted the improvement costs were \$240,000,000 and asked the Council to consider that.

Councilmember Henderson moved to approve Ordinance No. 2023-05 adopting and approving an updated Transportation Master Plan. Councilmember Hodges seconded the motion.

The vote was recorded as follows:

<i>Councilmember Jared Henderson</i>	<i>Yes</i>
<i>Councilmember Teddy Hodges</i>	<i>Yes</i>
<i>Councilmember Sherrie Ohrn</i>	<i>Yes</i>
<i>Councilmember Steven Shields</i>	<i>Yes</i>
<i>Mayor Lorin Palmer</i>	<i>Yes</i>

The motion passed unanimously.

9.2. Discussion and Consideration of a Statement of Work Contract with STRATA Networks for a high-level-design of a city-wide fiber optic network – Blake Thomas, Community Development Director

Community Development Director Thomas gave context that they had been working on high-speed internet for a while, and several months ago they put out a solicitation to negotiate with STRATA Networks. Community Development Director Thomas said they were now ready to negotiate a contract, and STRATA representatives were there to answer questions. Community Development Director Thomas said the contract was \$58,000 and should be completed in six months. He opened the floor for questions.

Councilmember Henderson moved to approve the Statement of Work Contract with STRATA Networks for a high-level-design of a City-wide fiber optic network. Councilmember Hodges seconded the motion, and all voted aye.

10. Public Hearing

10.1. Public Hearing and consideration of an ordinance relating to the proposed annexation petition filed by Kennecott Utah Copper, LLC – Jackie Nostrom, City Recorder

City Recorder Jackie Nostrom stated in December of 2022, Kennecott Utah Copper had filed an annexation petition to bring in approximately 30 acres of land into Herriman. City Recorder Nostrom said the Public Hearing was the next step in the process.

Mayor Palmer opened the public hearing.

No comments were offered.

Councilmember Ohrn Sherrie motioned to close the public hearing. Councilmember Shields seconded the motion, and all voted aye.

Councilmember Shields moved to approve Ordinance No. 2023-06 annexing territory located at or near 11800 South 7200 West comprising of approximately 30 acres into Herriman City; establishing zoning for the annexed territory and amending the zoning map of the City; and related matters. Councilmember Henderson seconded the motion.

The vote was recorded as follows:

Councilmember Jared Henderson Yes

Councilmember Teddy Hodges Yes

Councilmember Sherrie Ohrn Yes

Councilmember Steven Shields Yes

Mayor Lorin Palmer Yes

The motion passed unanimously.

10.2. Public Hearing and Consideration of an ordinance to adopt a new Impact Fee Facility Plan, Impact Fee Analysis, and Impact Fee Enactment – Bryce Terry, Assistant City Engineer

Assistant City Engineer Terry indicated this was phase two of the Master Plan in which they will look at road costs and how they will contribute to impact fees. Assistant City Engineer Terry introduced Jeremy Searle to give an impact fee analysis.

Mr. Searle noted State law stipulated impact fees could only be enacted for roadway capacity projects which were directly attributable to new growth, in other words, they excluded maintenance of existing roads. He said they need to determine the percentage of a project, which included projects projected in the next six to ten years, went towards growth. Mr. Searle said they have completed cost assessments for several projects which amounted to \$250,000,000. He explained there were several ways to fund these projects which include grant and state funding. Mr. Searle emphasized they cannot put this burden on UDOT. He then discussed the process which includes accounting for cut down traffic in Herriman, and he clarified they can only count for Herriman. He explained the next step was to divide the cost by the number of estimate trips, which was identified in the IFP. Mr. Searle said once they determined a cost per trip, they looked at trip generator calculations and factored in industrial use costs.

Councilmember Shields asked why some of the averages look low. Mr. Searle replied this average was taken nationally, and the number was drawn from per student averages. Mr. Searle elaborated they would have to do a traffic impact study to look at more precise numbers, and that the table he was using did not account for this.

Assistant City Engineer Terry clarified that the trips accounted for elementary school students versus high school students who drove to and from school and were able to leave a school site more readily. Councilmember Shields thanked them for the clarification. Councilmember

Hodges asked if they went off capacity. Assistant City Engineer Terry said they did, and added they projected those numbers from school capacity as well.

Mr. Searle said the City's impact fee designation has not been impacted for years. He said this project would be beneficial given this gap in information along with increased construction fees. He gestured to the maximum allowable fee.

Mayor Palmer opened the Public Hearing.

Chad Dansie came forward and disagreed with the analysis. Mr. Dansie thought there should be higher rates given how much high school students drive. He opined that impact fees were dissuading developers from working in Herriman. Mr. Dansie asked the Council to look at the numbers more closely before making a decision.

Councilmember Henderson moved to close the Public Hearing. Councilmember Hodges seconded the motion, and all voted aye.

Councilmember Shields felt this was irrelevant to the price of homes as housing costs are determined by broader market prices. Mayor Palmer agreed and emphasized they were trying to cover costs, not profit.

Councilmember Hodges acknowledged he was also thrown off by the same information which had thrown off Mr. Dansie. Councilmember Hodges said he felt elementary school students had more drop-offs because of parental involvement. Assistant City Engineer Terry explained these were also all nationally accepted averages versus Herriman specific data.

Councilmember Ohrn said impact fees were designed to mitigate the fees that went towards growth. Councilmember Ohrn reiterated that these fees do not pay for the road, but helped the neighborhood absorb the growth.

Councilmember Shields moved to approve Ordinance No. 2023-07 Adopting an Impact Fee Facilities Plan, Impact Fee Analysis, and an Impact Fee Enactment that imposes a Transportation Impact Fee; providing for the calculation and collection of such fee; and providing for appeal, accounting, severability of the same, and other related matters. Councilmember Henderson seconded the motion.

The vote was recorded as follows:

Councilmember Jared Henderson Yes

Councilmember Teddy Hodges Yes

Councilmember Sherrie Ohrn Yes

Councilmember Steven Shields Yes

Mayor Lorin Palmer Yes

The motion passed unanimously.

11. Future Meetings

- 11.1. Next Planning Meeting: March 15, 2023
- 11.2. Next City Council Meeting: March 22, 2023
- 11.3. Next Joint City Council/Planning Commission Meeting: March 29, 2023 – Cancelled.

12. Closed Session

The Herriman City Council may temporarily recess the City Council meeting to convene in a closed session to discuss the character, professional competence, or physical or mental health of an individual, pending or reasonable imminent litigation, and the purchase, exchange, or lease of real property, as provided by Utah Code Annotated §52-4-205

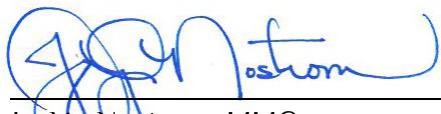
The closed session was conducted during the work session.

13. Adjournment

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

14. Recommence to Work Meeting (If Needed)

I, Jackie Nostrom, City Recorder for Herriman City, hereby certify that the foregoing minutes represent a true, accurate and complete record of the meeting held on March 8, 2023. This document constitutes the official minutes for the Herriman City Council Meeting.



Jackie Nostrom, MMC
City Recorder



STAFF REPORT

DATE: April 05, 2023

TO: The Honorable Mayor and City Council

FROM: Todd Sheeran

SUBJECT: Approval of an Opioid Participation and Settlement Agreement

RECOMMENDATION:

Approve the Opioid Participation and Settlement Agreement.

ISSUE BEFORE COUNCIL:

Whether Herriman should participate in Utah's opioid settlement with Teva, Allergan, CVS, Walgreens, and Walmart.

BACKGROUND/SUMMARY:

Utah is participating in a national opioid settlement. Herriman can potentially increase Utah's settlement share. If a settlement is reached, Herriman may receive part of the settlement funds.

DISCUSSION:

The State of Utah is participating in a national opioid settlement with Teva, Allergan, CVS, Walgreens, and Walmart. If Herriman participates in the settlement with the State, the State may receive additional funds, which allows Herriman "to be considered for initial participation calculations and payment eligibility." This settlement agreement is only effective if a settlement between Utah and the above-listed providers move forward.

ALTERNATIVES:

- Sign the agreements.
- Do not sign the agreements.

FISCAL IMPACT:

Possible settlement funds.

ATTACHMENTS:



New National Opioids Settlements: Teva, Allergan, CVS, Walgreens, and Walmart
Opioids Implementation Administrator
opioidsparticipation@rubris.com

TO LOCAL POLITICAL SUBDIVISIONS AND SPECIAL DISTRICTS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOID SETTLEMENTS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: April 18, 2023

Five new proposed national opioid settlements ("New National Opioid Settlements") have been reached with **Teva, Allergan, CVS, Walgreens, and Walmart** ("Settling Defendants"). This *Participation Package* is a follow-up communication to the *Notice of National Opioid Settlements* recently received electronically by your subdivision or special district ("subdivision").

You are receiving this *Participation Package* because Utah is participating in the following settlements:

- **Teva**
- **Allergan**
- **CVS**
- **Walgreens**
- **Walmart**

If a state does not participate in a particular Settlement, the subdivisions in that state are not eligible to participate in that Settlement.

This electronic envelope contains:

- *Participation Forms* for Teva, Allergan, CVS, Walgreens, and Walmart, including a release of any claims.

The *Participation Form* for each settlement must be executed, without alteration, and submitted on or before April 18, 2023, in order for your subdivision to be considered for initial participation calculations and payment eligibility.

Based upon subdivision participation forms received on or before April 18th, the subdivision participation rate will be used to determine whether participation for each deal is sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. If the settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the *New National Opioid Settlements* with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for these new settlements the same as they did for the prior opioid settlements with McKesson, Cardinal, Amerisource, and J&J/Janssen, but states may choose to treat these settlements differently.

Information and documents regarding the *New National Opioid Settlements* and how they are being implemented in your state and how funds will be allocated within your state allocation can be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented as additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Participation Forms* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Forms* electronically through DocuSign will return the signed forms to the Implementation Administrator and associate your forms with your subdivision's records. Electronic signature is the most efficient method for returning *Participation Forms*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning manually signed *Participation Forms* via DocuSign will associate your signed forms with your subdivision's records.
- (3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return executed *Participation Forms* using DocuSign, signed *Participation Forms* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Forms – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Participation Forms*, including changing the authorized signer, can be found at <https://national opioidsettlement.com>. You may also contact opioidsparticipation@rubris.com.

The sign-on period for subdivisions ends on April 18, 2023.

If you have any questions about executing these forms, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or Kevin McLean at the Utah Attorney General's Office at kmclean@agutah.gov or 801-440-4680.

Thank you,

National Opioids Settlements Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the respective settlement agreements referenced above and to manage the collection of settlement participation forms for each settlement.



STAFF REPORT

DATE: 03/23/2023

TO: The Honorable Mayor and City Council

FROM: Anthony Teuscher, Deputy Director of Parks, Recreation and Events

SUBJECT: Cemetery Ordinance Update

RECOMMENDATION:

It is recommended that Council adopts the proposed changes to Herriman Municipal Code 7-11, Cemetery Rules and Regulations.

ISSUE BEFORE COUNCIL:

Does the Council support the proposed changes to the cemetery ordinances?

BACKGROUND/SUMMARY:

These proposed changes were originally discussed in a work meeting on February 8th, 2023.

DISCUSSION:

Does council support the proposed changes to the current cemetery rules and regulations, including:

- Allowing double stacking.
- Allowing upright headstones in designated areas only.
- Implementation of a \$100 monument marking fee.
- Disallowing confetti in the cemetery.
- Adding “urn” to the verbiage, alongside casket or coffin in various locations.
- Adding Juneteenth to the observed holiday list.
- Adjusting visitation hours to start at 7:00 am.
- Removing the requirement for monument companies to contact the parks department to set a headstone.
- Only allowing flat headstones in the expansion area and urn sections.

ALTERNATIVES:

Any variation to the proposed changes may be considered.

FISCAL IMPACT:

The \$100 monument marking fee will help offset costs associated with staff resources.



Herriman City Cemetery Rules and Regulations

Updated on ~~March 14, 2018~~ April 12, 2023

A. MISSION STATEMENT:

The mission of the Cemetery is to provide an affordable, peaceful, and well-maintained permanent resting place and memorial for the deceased.

B. GENERAL PROVISIONS:

The Cemetery is owned by the City, and shall be operated and maintained by the City Parks Department. Cemetery records shall be maintained by the City Recorder's Office.

C. DEFINITIONS:

1. "Block" means an area containing four (4), eight (8), or twelve (12) Plots.
2. "Body" means the remains of one human Body (cremated or otherwise).
3. "Cemetery" means the real property owned by the City located approximately 12465 South 6000 West, City, Salt Lake County, Utah currently used and reserved for Interment of the dead.
4. "Certificate Fee" means the fee charged by the City for issuing a duplicate certificate or to Transfer a certificate of Burial Rights, as set forth herein.
5. "City" means Herriman City.
6. "Cremated Remains" means the ashes of an incinerated deceased person.
7. "Disinterment" means the opening or excavation of an existing Plot for the removal of a casket or urn containing human remains.
8. "Infant" means a fetus or a child up to two (2) years of age.

9. "Interment" or "Inter" means the burial of a Body in a Plot.
10. "Plot" means a legal and authorized gravesite generally measuring four feet, (4') by eight feet, three inches (8'3") and intended for Interment.
11. "Half Plot" means a legal and authorized gravesite measuring four feet, (4') by four feet (4') and shall only be for the Interment of an Infant or Urn. Half Plots are only available in the Infant Section and Urn Section.
12. "Nonresident" means any person who is not a legal Resident.
13. "Resident" means any person who was domiciled within City boundaries at the time of death, or moved from the City for the purpose of receiving medical treatment or for the purpose of living in a residential care facility, regardless of the actual place of death.
14. "Transfer" means to sell, donate, exchange, trade, or convey a Plot or Block.
15. "Burial Rights" means the right for the holder of a certificate, or heir, to be buried in the City Cemetery.

D. CEMETERY CERTIFICATES AND BURIAL RIGHTS:

1. **Burial Rights.** In accordance with UTAH CODE ANN. § 8-5-7, Herriman City shall sell only the right to be buried in the Cemetery and all Cemetery Plots or Blocks shall be rights to be buried only.
2. **Purchase of Burial Rights.** Residents must provide evidence in a form acceptable to the City that they are a legal Herriman City Resident. Residents and Nonresidents may purchase Burial Rights in the Cemetery for the price listed on the attached fee schedule. The purchase price for each Burial Right includes perpetual care with no maintenance fee to be assessed. The purchase price does not include a headstone. Headstones will be edged twice a year. All Burial Rights purchased shall be clearly marked with the purchase price and the designated Plot or Block to which the Burial Right is assigned. The sale of Burial Rights in the City Cemetery shall be limited to no more than eight (8) per immediate family. The term "immediate family", for purposes of these regulations, shall be defined as those persons domiciled in the place of residence and who include spouse, child, sibling, parent, grandchild, grandparent, mother-in-law or father-in-law.

3. **Cemetery Certificate.** A Cemetery certificate shall be issued for each Plot purchased and will clearly describe the location of the Plot(s) within the Cemetery. A certificate of Burial Rights does not convey to or entitle the holder thereof any other privilege other than the right to bury the Body of a

deceased person, and is not a deed conveying title in fee simple or otherwise to the land or any part thereof. The City shall retain duplicate records of all certificates of Burial Rights issued by the City. City records shall be the official record for all Plots or Blocks. The Cemetery certificate shall include a statement that the uses of the Plot(s) are subject to these rules including a statement that the Plot(s) are not intended for resale.

4. Transfer of Plots or Blocks. A certificate of Burial Rights for unoccupied Plot(s) may be transferred by the owner, by: (1) completing a Transfer request form, (2) paying the certificate and Transfer fee, (3) either appearing in person and producing photo identification proving the owner's identity, or have the owner's signature on the Plot Transfer request form notarized by a licensed notary, and (4) provide evidence in a form acceptable to the City that the transferee is a family member of such owner or has been donated to a person without consideration. The Transfer of certificates of Burial Rights owned by deceased persons may be completed in accordance with the Utah Uniform Probate Code. If Plots or Blocks are purchased at the Resident rate or are transferred to a Nonresident who is not the Plot or Block owners' spouse, parent, sibling, child, grandchild, or great grandchild, the transferee must pay the difference between the residential rate and nonresidential rate to the City, at the time of Transfer, prior to a new certificate being issued for the Transfer. For every Plot or Block transferred, a new certificate of Burial Rights shall be issued by the City and the old certificate of Burial Rights shall be null and void.

5. Duplicate Certificates of Burial Rights. Duplicate certificates of Burial Rights may be issued upon written application of owner and payment of the Certificate Fees. Duplicate certificates of Burial Rights shall be clearly marked with the words "Duplicate Certificate."

6. Abandonment and Forfeiture of Plots. The City may terminate the rights of owners of Plots or Blocks in accordance with UTAH CODE ANN. § 8-5-1, *et seq.*

E. PROCEDURES:

1. Caskets, Urns or Coffins. ~~No more than one casket Body may be buried in any one Plot. Each plot will be opened one time only, with no more than two bodies per plot. Two cremated bodies may be buried in one full-sized plot, if buried at the same time. A casket may contain the cremains of one additional person. Vertical stacking of vaults, caskets, coffins, or urns is not allowed.~~ All bodies, remains, or other items buried with the Body must be in a casket, coffin, or urn. All caskets, coffins, or urns must be enclosed in a vault composed of concrete or an equivalent material. Vaults that are not composed of concrete must have prior approval by the Parks Manager. The casket, coffin, or urn shall contain only the Body or remains of the deceased, clothing and jewelry, and other small personal items that fit into the casket, urn or coffin. Each

Commented [AT1]: This will be up for discussion. My recommendation is to allow double stacking in the new section.

plot will contain no more than two bodies per plot. Two cremated bodies may be buried in one full sized plot, if buried at the same time. A casket may contain the cremains of one additional person. Vertical stacking of vaults, caskets, coffins, or urns is allowed in designated areas.

2. **Excavating Plots.** No person other than City-authorized personnel shall excavate a gravesite.

3. **Application.** The City shall not open a Plot for Interment, provide Interment services, or Disinterment services until the City has received a completed application with 48 hours' two business days' notice for Interment or Disinterment services, on the form provided by the City, signed by a relative of the deceased, ecclesiastical leader, or licensed funeral director representing the deceased together with the fee as provided herein.

4. **Proof of Burial Rights.** If the deceased is the certificate holder of the Plot, the City shall verify the identity of the deceased prior to Interment. If the Plot is owned by someone other than the deceased, written permission in a form acceptable to the City from the owner of the certificate of Burial Rights shall be required prior to any Interment.

5. **Payment of Fees.** The fee to open and close the gravesite, as set forth on the attached Fee Schedule, shall be paid in full prior to any Interment or Disinterment.

6. **Infant Section Fees.** The Infant section is an area of Half Plots set aside for those who have experienced the loss of an Infant. Herriman City Council waives the purchase price and opening and closing fees for Residents only when burying an Infant child in this final resting space. This waiver is for time of death only and shall not be used for re-Interment or Disinterment.

a) Residents wanting to be buried adjacent to their Infant in the full Plot sections of the Cemetery may have the fee waived for the Infant's Plot only when purchasing two adjacent Plots. However, the cost for opening and closing the Infant Plot would not be waived.

7. **Urn/Columbarium Section Fees.** The Urn/Columbarium section is an area of Half Plots set aside for Cremated Remains of a deceased loved one. The Plot purchase price and opening and closing fees are reduced for those purchasing Burial Rights in this section.

8. **Additional Fees and Charges.** Fees and costs in addition to those set forth in the attached Fee Schedule may be charged for special circumstances requiring additional City staff, equipment, or resources. Such additional charges shall be paid in full prior to any Interment or Disinterment.

9. **Closing of Gravesites.** City personnel shall close any open gravesite promptly after the casket or coffin is placed inside the vault.

10. **Disinterment Services.** The City shall provide Disinterment services only for persons buried in a nonbiodegradable vault and in accordance with applicable statutes, rules, and regulations together with the fee as provided herein. The requestor shall arrange for and pay any associated costs for a funeral director to be present at a Disinterment. The requestor shall arrange for and pay any associated costs for a licensed vault company to remove the vault and its contents from the burial lot. If the burial lot does not contain a vault or the City Sexton determines the existing vault has deteriorated to the point that it will not retain its structural integrity during the Disinterment, the requesting party shall replace the deteriorated vault with a structurally sound vault at the requestor's expense. The requestor shall arrange to dispose of any old vault in a manner meeting federal, state, and local laws.

F. FUNERAL AND INTERMENT:

1. **Prohibited Days.** Graveside services or Interments shall not be conducted on any Sunday or any City recognized holiday, including but not limited to, New Year's Day, Civil Rights Day, Presidents Day, Memorial Day, [Juneteenth](#), Independence Day, Pioneer Day, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, or Christmas Day.

2. **Hours of Services.** Graveside services or Interment shall be conducted between the hours of 9:00 a.m. and 2:00 p.m.

3. **Length of Services.** Graveside services and/or Interments shall not exceed two (2) hours in length.

4. **Funeral Processions.** Upon entering the Cemetery, all funeral processions shall be under the control of the Funeral Director. City Personnel may be available upon request.

5. **Funeral Decorations.** Funeral decorations are allowed for seven calendar days or until they become unsightly, after which they will be removed and discarded.

6. **Grave Decorations.** Grave decorations are to be placed **only** in an existing receptacle or on the grave marker/headstone. No glass, porcelain or other breakable decorations/containers are allowed. No decorations of any kind are allowed in the grass. [No confetti is allowed.](#) No hanging devices are allowed in the grass (i.e. shepherds hooks, wired baskets, balloons, etc.). Any grave decorations, funeral designs, flowers, or other items are subject to removal for maintenance (lawn mowing, etc.), which generally occurs each week; with

the exception of all City recognized holidays, after which decorations will be removed a week after the holiday occurs.

G. RULES AND LANDSCAPING:

1. **Recreational Activity.** No recreational or athletic activities are permitted within the Cemetery.
2. **Noise.** All visitors to the Cemetery shall maintain reasonable level of noise to avoid disturbing other visitors to the Cemetery. Loud music, shouting, yelling, barking dogs, and other loud noises are prohibited.
3. **Damage or Removal of Headstones or Tombstones.** It is unlawful to damage or remove any headstone, tombstone, or marker located in the Cemetery or to desecrate any gravesite within the Cemetery.
4. **Animals.** Animals are not allowed on Cemetery property except within the confines of a vehicle and must remain within the vehicle.
5. **Motor Vehicles.** Motor vehicles are permitted only within Cemetery asphalt roads and parking lots and only during visitation hours unless provided express consent by City personnel.
6. **Planting of Bushes, Trees or Flowers.** No plants, bushes, trees, shrubs, flowers, or other vegetation may be planted in the Cemetery by anyone other than City personnel except, in designated areas and under the strict direction and supervision of the Parks Department.
7. **Visitation Hours.** Cemetery hours shall be from 7:30 7:00 a.m. to 10:00 p.m. of the same day, unless otherwise posted.
8. **Signs and Advertisements.** No unauthorized signs or advertisement shall be displayed within the Cemetery.
9. **Traffic Ordinances.** City traffic ordinances relative to the operation of vehicles and conduct of pedestrians shall be in effect within the Cemetery. The speed limit within the Cemetery shall be five (5) miles per hour. Parking in the Cemetery for the purpose of Ride-Sharing and/or picking children up from school is prohibited.
10. **Children.** Children under the age of sixteen (16) years of age shall not be allowed within the Cemetery unless accompanied by a parent or a chaperone at least eighteen (18) years of age. Exceptions to this rule are allowed for persons attending an authorized funeral, placing flowers on a gravesite of a deceased relative or friend, or performing any other customary

Commented [AT2]: Will need to change opening time to coincide with the proposed changes to the general park rules.

respect or respectful actions consistent with environment maintained within the Cemetery.

11. **Surface Grade.** No sections, Plots, Lots, Blocks or Plats shall be raised above the established grade.

12. **Alcoholic Beverages.** Alcoholic beverages are not allowed in the Cemetery.

13. **Smoking Prohibited.** Smoking in the cemetery is prohibited per HERRIMAN CITY CODE Chapter 10 Smoking Prohibited.

H. MARKERS AND MONUMENTS:

1. **Fencing or Dividers.** No Plot or Block shall be defined by fences, railings, coping, hedges, trees, shrubs, embarking depression, or any other markers to describe its corners or boundaries.

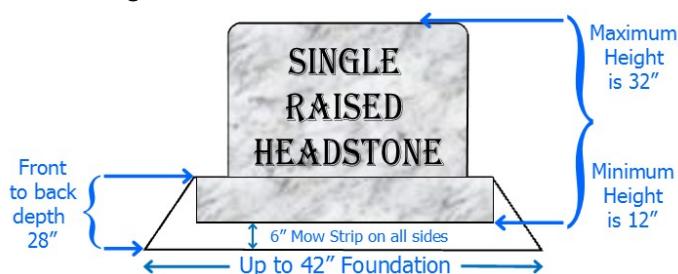
2. **Headstones, Tombstones, and Markers.** Raised markers are allowed in designated areas only. The owners of gravesites or relatives of deceased persons interred in the Cemetery are required to erect and maintain, in a manner satisfactory to the City, and at the expense of the Plot owner or relatives of the deceased, all headstones, markers, or other suitable monuments at the head of the gravesite with the name of the deceased person plainly inscribed thereon. All headstones, tombstones or markers must be in an orderly row and reasonably in line with all other such markers in that Block.

Commented [AT3]: My recommendation is to not allow raised headstones in the new section. We can discuss the possibility of allowing raised headstones on every other row.

3. **Cement Foundation.** All headstones, tombstones, or markers with the exception of the Urn and Infant Sections shall have a stone or cement foundation, level with the ground, extending outward from the outer perimeter of the base of the headstone, tombstone, or marker and shall be six inches (6") on all sides, with a minimum thickness of four inches (4").

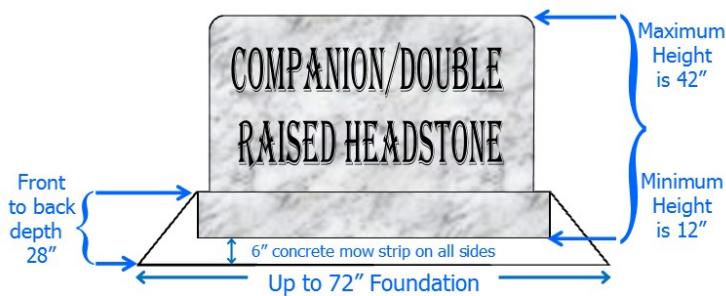
4. **Specifications for Raised Headstones, Tombstones or Markers.** Raised headstones, tombstones or markers shall comply with the following:

a. **A Single Raised Headstone, Tombstone, or Marker.**



A single raised headstone shall have a minimum height of twelve inches (12") and a maximum height of thirty-two inches (32"). It shall have a maximum foundation size of up to forty-two inches (42") by twenty-eight inches (28") including a required six inch (6") concrete mow strip.

b. A Companion or Double Raised Headstone, Tombstone, or Marker.



A companion or double raised headstone shall have a minimum height of twelve inches (12") and a maximum height of forty-two inches (42"). It shall have a maximum foundation size of up to seventy-two (72") by twenty-eight inches (28") including a required six inch (6") concrete mow strip.

5. Specifications for Flat Headstones, Tombstones or Markers for gravesites other than those located in the Infant Section. Flat markers shall comply with the following:

a. A Single Flat Headstone, Tombstone or Marker.



A single flat headstone shall have a maximum foundation size of up to forty-two inches (42") by twenty-eight inches (28") including a required six inch (6") concrete mow strip.

b. A Companion or Double Flat Headstone, Tombstone or Marker.



A companion or double flat headstone shall have a maximum foundation size of up to seventy-two inches (72") by thirty inches (30") including a required six inch (6") concrete mow strip.

c. A Flat Headstone, Tombstone or Markers in the Infant Section.



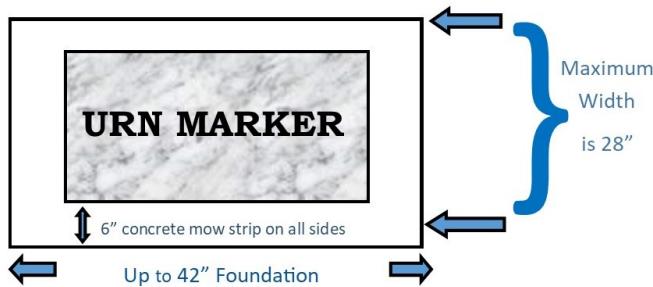
Only a flat headstone shall be allowed in the Infant section of the Cemetery. A flat headstone in the Infant section shall have a minimum size of twelve inches (12") long by twelve inches (12") wide and shall not exceed twenty-four inches (24") long by twenty-four (24") wide. A minimum six inch (6") concrete mow strip is required for any headstone measuring twelve inches (12") long by twelve inches (12") wide. A concrete mow strip is not required for headstones exceeding twelve inches (12") long by twelve inches (12") wide.

d. A Flat Headstone, Tombstone or Marker in the Urn Section.

Only a flat headstone shall be allowed in the Urn section of the Cemetery. A flat headstone in the Urn section shall have a maximum width of up to forty-two inches (42") by twenty-eight inches (28") including a required six inch (6") concrete mow strip.

e. A Flat Headstone, Tombstone or Marker in Sections E, F and G.

Only a flat headstone shall be allowed in sections E, F, and G of the Cemetery.



6. **Materials.** All headstones, tombstones, or markers must be made of real bronze, glazed granite or other permanent materials. Headstones, tombstones, or markers shall not be made of wood, sandstone, or any other material which is susceptible to decay.

7. **Vases.** All permanent vases are to be placed in the cement or stone base of the marker or monument and shall be recessed to ground level when not in use. Receptacles in the monument itself are allowed provided they do not project horizontally beyond the base of the monument.

8. **Liability for Damage.** The City shall not be held liable for damage to headstones, tombstones, or markers, including any damage caused during Cemetery maintenance or resulting from City moving or transferring the headstones, tombstones, or markers for Interment purposes.

9. **Setting of a Headstone, Tombstone or Marker.** The monument company must contact the City prior to setting or removing a headstone in the Cemetery. The company must provide the style (single, double, raised or flat), the measurements (width, length, depth, and height) and the name of the deceased along with the death date. The monument company will be required to pay the \$100 monument location fee prior to having the monument site marked. Prior to arriving at the Cemetery on the day of the setting, the company must call the Cemetery Sexton or the Parks Department office.

I. DECORATING GRAVESITES AND OTHER REGULATIONS:

1. **Removal of Items.** The City shall not be responsible or liable for grave decorations, funeral designs, flowers or other items that are removed, discarded, damaged, or destroyed. *****Grave decorations may be removed weekly except for all City recognized holidays*****

2. **Theft or Loss of Personal Belongings.** The City is not responsible for the theft or loss of personal belongings in the Cemetery.

J. EFFECTIVE DATE:

These rules shall be effective January 1, 2023 April 12, 2023 March 14, 2018.

Commented [WT4]: We need to take it to City Council first. I would put February 1 if you think you can get it done in the two meetings in January.

HERRIMAN CITY CEMETERY FEE SCHEDULE

PRICE FOR BURIAL RIGHTS

Full Size Sections

Resident	\$750	\$1,000
Nonresident	\$1,500	\$3,000

Infant Section

Resident	\$0
Nonresident	\$500

Urn Section

Resident	\$375
Nonresident	\$750

OPENING AND CLOSING FEES

Full Size Sections

Monday – Friday / 8:00 a.m. – 2:00 p.m.	\$750	\$800
Weekends		\$1,500

Infant Section

Resident (Monday-Friday / 8:00 am – 2:00 pm)	\$0
Weekends <u>Satur</u>	\$500
Nonresident (Monday-Friday / 8:00 am – 2:00 pm)	\$500
Weekends <u>S</u>	\$750

Urn Section

Monday-Friday / 8:00 am – 2:00 pm	\$500
Weekends	\$750

CERTIFICATE, TRANSFER, AND DUPLICATE FEES

Certificate Fee:	\$25
Transfer Fee:	\$25
Duplicate Certificate Fee:	\$25

SPECIAL FEES AND COSTS

Disinterment	\$750	\$1,000
For funeral/graveside service beginning <u>after 2:00 pm</u> an additional fee will be charged.	\$600	
Veteran Plaque	\$115	

Adopted on April 10, 2014
 Amended June 12, 2014
 Amended May 24, 2017
 Amended March 14, 2018



STAFF REPORT

DATE: April 3, 2023

TO: The Honorable Mayor Palmer and Members of the City Council

FROM: Michael Maloy, AICP, Planning Director

SUBJECT: Discussion and consideration of a proposed Amended and Restated Master Development Agreement to be known as Mountainview Plaza by Osmond Capital for ±6.0 acres on two lots located at 5143 W Miller Crossing Drive and 12252 S Herriman Auto Row in the C-2 Commercial Zone (File No. M2023-012)

RECOMMENDATION:

Planning Commission recommended approval of the proposed Master Development Agreement (MDA) amendment for a commercial development to be known as Mountainview Plaza with the following additional recommendations:

1. Include a statement in the MDA that clearly states that any provision not specifically addressed in the MDA or Design Guidelines is subject to current City ordinance for the underlying zone.
2. Identify if “Restaurant, Fast Food” is desired in the development. If not, specify the use of the drive-thru lane shown on the concept plan. One on-site outdoor gathering place shall be provided for each building with a drive-thru service or lane.
3. Specify that bonding for landscaping shall only be allowed in November through March. Otherwise, landscaping will be required to be installed before occupancy.
4. Unless modified by a parking impact study approved by the City, all off-street parking shall meet minimum City standards and not exceed 110% of the minimum parking requirement.
5. Submit a subdivision plat amendment that facilitates the proposed development plan (pending approval of the MDA amendment).
6. Provide updated Design Guidelines and a conceptual site plan that shows the following general requirements (which are more fully described within the body of this staff report):
 - a. Massing buildings on street corners *or* providing landscaped entrance(s) into the development.
 - b. Provide at least one outdoor gathering or “common” area and one outdoor dining area within the development.
 - c. Move dumpster locations away from street frontages.

- d. Provide an internal pedestrian/sidewalk plan that interconnects all buildings within the site and adjacent public right-of-ways.
- e. Include minimum materials and building features for the site.
- f. Provide additional regulations for drive-through services in the development (if applicable).
- g. Enhance existing landscaping regulations to increase parking lot landscaping and buffering from the public street.

ISSUE BEFORE COUNCIL:

Should the City Council accept the Planning Commission's recommendation (in whole or part) and approve the proposed MDA amendment?

BACKGROUND & SUMMARY:

On February 15, 2023, the Planning Commission conducted a public hearing and voted 6-0 to recommend approval of the proposed MDA amendment with additional recommendations. There were no public comments received during the hearing.

On February 22, 2023, the City Council reviewed and discussed the Planning Commission's recommendations during a regularly scheduled work meeting, which the applicant attended and participated in. Upon conclusion of the discussion, the Council asked the applicant to address the Commission's recommendations and revise the proposed MDA amendment for further consideration at a future public meeting when drafted.

In response to the Council's direction, the applicant met with staff (multiple times) to review and discuss the Planning Commission recommendations and proposed revisions to the draft MDA amendment. On April 2, 2023, the applicant emailed the "latest draft" of the proposal to staff for City Council consideration on April 12, 2023, which documents have been attached to this staff report.

Please note the applicant is also preparing perspective renderings of the proposal for City Council review, but these illustrations were not completed before the publication of this staff report. As such, the applicant will present these images during the City Council's public meeting on April 12, 2023.

DISCUSSION:

The applicant has incorporated most of the Planning Commission's recommendations, which amendments staff has reviewed and supported. However, whereas the MDA is a voluntary negotiated agreement between the City and the applicant, the City Council may direct additional revisions to the proposed agreement where desired or needed prior to or in connection with a motion on the request.

ALTERNATIVES:

The City Council may consider the following alternatives:

Alternatives	Pros	Cons
Approve the proposal as presented by the applicant	Facilitates commercial development within the City	There may be issues in the proposal that have not been clarified or resolved to the satisfaction of the Council
Approve the proposal with additional amendments as specified by the Council	Facilitates commercial development within the City with additional revisions that improve the proposal and benefit the community	Applicant may not accept further revisions to the proposal
<i>Continue</i> the item to a future meeting (with or without a certain date) for further review and discussion	Allows additional time to consider the impacts of and options for the proposal	Continuing the proposal will require the expenditure of additional resources and prevent staff from working on other objectives of the City

ATTACHMENTS:

- A. Planning Commission Staff Report
- B. Draft Master Development Agreement Amendment

Attachment A
Planning Commission Staff Report



STAFF REPORT

DATE: February 6, 2023

TO: Planning Commission

FROM: Clinton Spencer, AICP, Planning Manager

SUBJECT: Consideration and recommendation to amend the Game Pointe Master Development Agreement located approximately at 12252 S Herriman Main Street in the C-2 (Commercial) Zone. (Public Hearing)

Applicant: Aaron Osmond, Game Pointe Properties (property owner)

Acres: ±6.00

File Number: M2023-012

RECOMMENDATION:

Staff recommends the Planning Commission consider the following findings:

- ✓ The proposed Master Development Agreement (MDA) amendment is consistent with the General Plan and Zoning ordinances of the City.

Staff recommends the Planning Commission consider a recommendation to the City Council for the proposed MDA amendment with the following considerations, which are more fully described within the body of this report:

1. Complete the Master Development amendment application before City Council review and decision.
2. Include a statement in the MDA that clearly states that any provision not specifically addressed in the MDA or Design Guidelines is subject to current City ordinance for the underlying zone.
3. Identify if “Restaurant, Fast Food” is desired in the development. If not, specify use of the drive-thru lane shown on the concept plan.
4. Specify that bonding for landscaping shall only be allowed in November through March. Otherwise, landscaping will be required to be installed before occupancy.
5. Unless modified by a parking impact study approved by the City, all off-street parking shall meet minimum City standards and not exceed 110% of the minimum parking requirement.
6. Submit a subdivision plat amendment that facilitates the proposed development plan (pending approval of the MDA amendment).

7. Provide updated Design Guidelines and a conceptual site plan that shows the following general requirements:
 - a. Massing buildings on street corners **or** providing landscaped entrance(s) into the development as stated in the Design Guidelines.
 - b. Provide at least one outdoor gathering or “common” area and one outdoor dining area within the development.
 - c. Move dumpster locations away from street frontages.
 - d. Provide an internal pedestrian/sidewalk plan that interconnects all buildings within the site and adjacent public right-of-ways.
 - e. Include minimum materials and building features for the site.
 - f. Provide additional regulations for drive-through services in the development (if applicable).
 - g. Enhance existing landscaping regulations to increase parking lot landscaping and buffering from the public street.

ISSUE BEFORE COMMISSION:

Should the City Council approve the proposed Master Development Agreement amendment?

BACKGROUND/SUMMARY:

The applicant is proposing to amend the Game Pointe Master Development Agreement, which was approved in November 2019. The previous plan called for a large indoor entertainment center along with one commercial pad.

However, because of changing financial conditions, primarily caused by the recent COVID-19 epidemic, the market for the property has changed, and the previous use of a large entertainment and activity center is not currently viable.

In response to current and foreseeable economic conditions, the applicant is requesting to amend the MDA. The proposed conceptual plan and site include sites for restaurants, multi-tenant commercial buildings, and a two-story office building. According to staff discussions with the applicant, the intent of the plan is to orient all buildings toward adjacent public streets, with parking located behind or on the side of each building.

To initiate this request, the applicant provided a draft MDA amendment, a conceptual site plan, and photographs of proposed buildings and amenities to the City for consideration. As staff reviewed these documents, several items were not addressed completely, and there were no formal Design Guidelines. However, the applicant has requested the proposal be expedited to the City Council for consideration.

As required by City Code, staff mailed 56 public hearing notices to adjacent property owners for this project. Prior to the publication of this report, staff has not received any public comment on the proposal.

DISCUSSION:

Engineering Compliance:

Staff Finding – Engineering has reviewed the MDA proposal and has no concerns with the request.

General Plan Compliance:

Staff Finding: The land use designation for this property in the 2025 General Plan is shown as commercial, which complies with the proposal.

Zoning Ordinance Compliance:

Application

Staff Finding: Prior to the publication of this staff report, the applicant was traveling for business and was unable to complete the formal application. Staff recommends the application be completed before City Council consideration. It should be noted that City Code does not contain a formal process or application requirement for MDAs. As such, failure to complete the application—which is primarily used as a “tool” to communicate and process the request—is not legally required before Planning Commission review.

Design Guideline Recommendations

Staff Finding: As mentioned, no formal Design Guidelines were provided by the applicant. In response, staff reviewed the proposal and recommended the following elements that could be included (or otherwise addressed) in the adopted Design Guidelines:

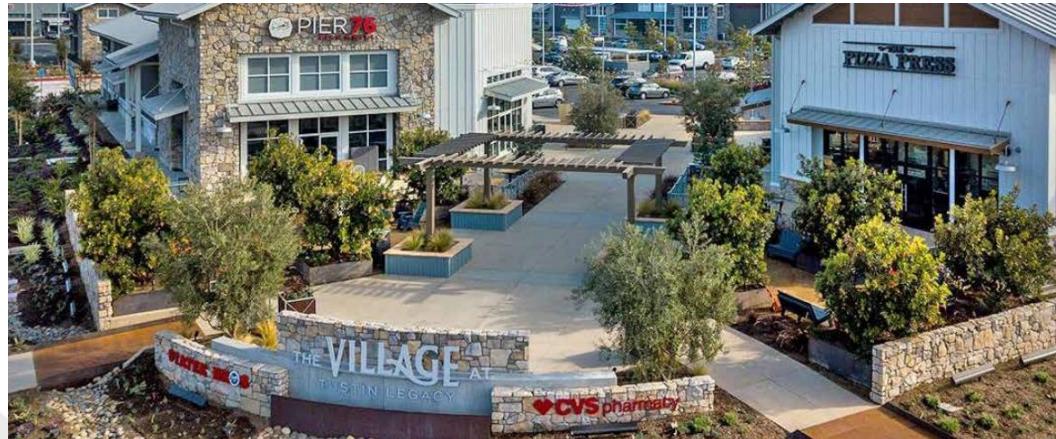
ARCHITECTURE: Building elevations shall match, or be similar to, the form and design of buildings shown in the conceptual elevations, and which also comply with City standards for the underlying zone (10-12-6). The conceptual drawings provide examples of multi-tenant and office buildings. For restaurant-only buildings, the character, design, materials, colors, and quality shall match the conceptual drawings for multi-tenant buildings. Elements required for all buildings should include the following:

1. Corner presence
 - a. Buildings should be designed to accent corners of the project on public street frontages and entrances into the project. This can be accomplished by:
 - i. Massing buildings so that a major portion faces towards the corner where streets intersect.

- ii. Requiring portions of buildings located adjacent to entrances or public street corner intersections to have a heightened roof (tower) accentuating the project (see examples below).
- iii. Requiring a building entrance from the public sidewalk into the corner portion of the building.
- iv. Reducing the building setback (when buildings incorporate the above designs) to 10'.



- v. If building facades do not face the street, or are oriented toward the corner, provide an entrance feature into the project that includes gathering spaces, signage, and landscaping from the street through the project to the parking area behind the buildings.



2. Cornice

- a. All roofline projections that extend above the parapet of the building shall include a cornice as shown in the conceptual drawings with a minimum 18" eve depth that is standard in appearance and dimension for all required cornices.

3. Screening of rooftop mechanical equipment

- a. Any rooftop mechanical equipment shall be screened from view from any public or private area on all sides of the building.

4. Building base material
 - a. All materials in the building base portions (i.e., those that are directly adjacent to the ground or within 4' of the ground) of the building shall be brick, stone, or similar in regards to durability. Adjustments to this height may be approved by the Planning Commission at the request of the project architect to preserve architectural integrity or specific design.
5. Glazing
 - a. 30% of all ground floor facades that front public streets or parking areas shall be glazed. Glazed building entrances may be included in this percentage. All other elevations shall include a minimum of 10% glazing.

ORIENTATION: Building elevations shall provide four-sided architecture. Facades oriented and facing towards and accessible from public streets/ sidewalks shall be required. Additional attention is necessary to address the pedestrian and public realm along these public street frontages.

1. Street-facing sides of the building shall receive the same, or additional architectural treatment as other sides of the building.

MATERIALS: Building materials shall incorporate designs that emit an elevated aesthetic in regards to quality, and shall promote durability, functionality, interest, and street appeal. Approvable materials for buildings are conceptually shown within these design guidelines, and shall follow the below standards:

1. As per 10-12-6-(C)(13-15) of the City ordinance pertaining to building design except as noted below:
 - a. Additional materials may be approved by the Planning Commission such as:
 - i. Architectural metal with a minimum 20-year warranty and hidden fasteners
 - ii. Cementitious fiberboard (i.e., Hardie board)
 - iii. Other materials as approved by the Planning Commission that have similar durability and quality characteristics.

BUILDING ENTRANCES: Entrances into the building from the public street/ sidewalk, and parking areas shall be obvious and inviting to the public.

1. Building entrances shall clearly indicate entrances into the building from the public or private sidewalk, and match and integrate into the character, materials, and design of the building, and shall include the following features:
 - a. Covered entrance features such as an awning, canopy, pergola, or other similar feature that provides shelter to visiting patrons.
 - i. A recessed entrance qualifies as a covered entrance
 - b. Landscaping treatments that highlight the entrance
 - i. Raised growing beds, benches, permanent planters, etc.

SITE DESIGN: In addition to the requirements for C-2 zoned properties in Title 10, the following provisions shall be observed:

1. Only one building within the development may include a drive-thru lane between the building and the public street.
 - a. No setback reduction allowed for drive-thru lane; minimum required setback for placement of drive-thru is twenty (20') feet.
 - b. An escape lane shall be provided in the design of the drive-thru.
 - c. No drive-thru lane buildings shall be placed facing corners of public street intersections.
 - d. Pedestrian crossings shall be provided to safely move pedestrians through the site, and to reduce conflicts between pedestrians and vehicles. The pedestrian and sidewalk plan shall feature the following:
 - i. All pedestrian crossings through the parking lot, or across drive aisles shall be paved with pavers, or stamped concrete which has a different color and texture than the parking lot pavement.
 - ii. Raised pedestrian crossings are preferred when possible.
 - e. All parking shall be located to the side and rear of the buildings. No parking is allowed between the front of the building and the street, nor are drive aisles, except for the one building that is allowed to have a drive-thru.
 - f. Cluster buildings to create and frame plazas, courtyards, and other urban open spaces that are of a sufficient size and scale.



2. Gathering areas:
 - a. Gathering areas shall be provided to accommodate outdoor dining opportunities, and areas for patrons to enjoy.
 - i. A minimum of 2 gathering areas shall be located on the site; one for outdoor dining, and another as a general amenity for patrons.
 - ii. For the outdoor gathering area which is not specifically for dining the minimum square feet shall be 5% of the overall on-site landscaping (excluding right-of-way square footage) and shall include (but not limited to) the following:
 - iii. Permanent benches, lighting, shades, fountains, permanent outdoor game tables (chess, ping-pong, etc.), and planters.
 - b. As provided on the concept plan, outdoor dining shall be provided for between restaurant buildings. Amenities, lighting, and features shall match, or be similar to, the concepts which include:
 - i. Fireplaces, pergola coverings, landscaped pots throughout, pavers, shade coverings, moveable tables and chairs, alternative seating options, and lighting.
 - ii. All coverings for outside gathering/ dining areas shall match the architecture of the building in regards to color, and materials.
 - iii. Where outdoor dining is provided along a street frontage, the dining area may extend within five (5') feet of the property line. All coverings for these areas shall be movable.
 - c. Dumpster enclosures shall not be allowed facing the public right of way.

LANDSCAPING:

1. All landscaping shall follow all applicable provisions found in Title 10 of the City ordinance.
2. Any parking visible from the public street shall be screened with one of the following:
 - a. 2' berm between the parking area and the street frontage with plantings on top of the berm.
 - b. 3' decorative masonry fence, or similar fence feature.
 - c. 3' minimum evergreen hedge at time of planting.

Parking

Staff Finding – The applicant is proposing a conceptual site plan showing the location of the parking and the use of some of the buildings. Where the uses for the building have not been specified, staff recommends the MDA follow current City ordinances for parking, and parking reductions if desired. These considerations will take place as formal site plan applications are provided for the specific sites.

Subdivision

Staff Finding – The recorded subdivision does not coincide with the proposed conceptual plan and will need to be amended as well. As changes to the concept plan may occur during the MDA approval process, staff recommends the applicant provide an amended subdivision plat after final MDA approval.

Architecture/ Exterior Finishing Materials

Staff Finding – The applicant has provided building heights, and pictures of proposed building elevations for the project. Staff recommends, and has reflected these recommendations in the proposed Design Guidelines, that the buildings maintain current standards for the C-2 zone, and recommend other provisions which include:

- 60% brick/ stone on all sides of the building
- 30% glazing on all sides facing streets, or parking lots
 - 10% glazing on other sides of the building
- Other materials similar in quality and durability may be considered by the Planning Commission.
- Massing on street corners OR landscaped entrances into development on street corner.
- Clearly delineated building entrances
- Four sided architecture to promote building appearances from the public street.

Setbacks

Staff Finding – No setbacks are specifically addressed in the MDA, which would default to City ordinances for the C-2 zone. Staff is proposing additional reductions in landscaped setbacks along the street frontages (typically twenty (20') feet) which include:

- 10' setback for buildings that have massing on street corners
- 5' for outdoor dining areas

Landscaping

Staff Finding – The site will comply with current landscaping ordinances. Staff is recommending additional screening of parking areas from public rights of way to improve aesthetics along major road corridors.

ALTERNATIVES:

The Planning Commission may consider the following alternatives:

Alternatives	Pros	Cons
Forward a <i>positive</i> recommendation to the City Council to approve the MDA as requested by the applicant	Facilitates additional commercial development within the City	As proposed, there are some issues of clarification that have not been addressed.
Forward a <i>positive</i> recommendation to the City Council with recommendations	Facilitates additional commercial development within the City with additional design standards that benefit the community	Developer may not agree to all recommendations for development of property.
<i>Continue</i> the item to a future meeting with or without a certain date. Specify reasons for continuing and required information necessary from the applicant and/or staff	Allows additional time to consider the impacts and options of the proposed amendment	Continuing the proposal will require the expenditure of additional resources and prevent staff from working on other objectives of the city
Forward a <i>negative</i> recommendation to the City Council to approve the requested changes to the Zoning Map. Specify reasons for a negative recommendation	Denial maintains the current development agreement, which may facilitate development of commercial entertainment uses in the future	Denial may impede development of the property with viable commercial land uses

ATTACHMENTS:

- A. Vicinity Map
- B. Current MDA
- C. Proposed MDA
- D. Public Notice

Attachment B

Draft Master Development Agreement Amendment

AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR MOUNTAINVIEW PLAZA

This Amended and Restated Development Agreement (“Agreement”) is between Herriman City, a Utah municipal corporation (“City”), and Game Point Properties Mountainview Plaza, LLC, a Utah corporation (“Applicant”). This Agreement is effective on the date the last party executes this Agreement as indicated by the date stated under that party’s signature line (the “Effective Date”).

Recitals

- A. Applicant has rights to certain real property identified as Salt Lake County Assessor Parcel Number(s):26-25-402-001-0000 and 26-25-402-002-0000, which is specifically described in attached **Exhibit A** (“Property”). The Property is approximately located at the intersection of Herriman Main Street and Miller Crossing Drive, in Herriman, Utah.
- B. The Property is subject to the planning and land use ordinances of Herriman City.
- C. The parties entered into a prior development agreement dated October 9, 2019 (“Prior Agreement,” attached as **Exhibit B**).
- D. Due to various factors, Applicant extended its obligations under the Prior Agreement to later dates. *See 4th Repurchase Option*, attached as **Exhibit C**.
- E. Applicant recently approached the Herriman City Council (“City Council”) and requested to change the use of the Property to include additional uses.
- F. Applicant seeks to develop and use the Property in accordance with the concept plan shown in **Exhibit D** (“Concept Plan”) and the design guidelines shown in **Exhibit E** (“Design Guidelines”) (collectively may be referred to as “Project”).
- G. The parties understand that the and intend of this Agreement is to be treated as a “development agreement” within the meaning of, and entered into pursuant to the terms of Utah Code §10-9a-101, *et seq.*
- H. Attached as **Exhibit F** is the City’s current applicable ordinances (“Vested City Code”).
- I. The Herriman City Council, acting pursuant to its authority under Utah Code § 10-9a-102(2) *et seq.*, and Herriman City Code (“City Code”), and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has elected to exercise its legislative discretion to enter into this Agreement for the purpose of regulating the

development the Property pursuant to the terms contained herein and the underlying rezone regulations.

J. This Agreement shall only be valid upon approval of such by the City Council and pursuant to Resolution No. _____, a copy of which is attached as **Exhibit G** and recordation of this Agreement with the Salt Lake County Recorder's Office within 90 days of the City Council passing said resolution.

The parties agree to revoke the all prior agreements and enter into this Agreement as follows:

Amendment

1. **Incorporation of Recitals; Definitions.** The recitals set forth above are incorporated herein by this reference. Any capitalized term used but not otherwise defined in this Agreement shall have the meaning ascribed to such term in the City Code.

2. **Revocation of Prior Agreements.** All prior agreements entered into by the parties are hereby revoked as of the Effective Date.

3. Vested Rights and Legislative Authority.

a. **Vested Rights.** Consistent with the terms and conditions of this Agreement, the City agrees the Applicant has the vested right, as defined by Utah Code § 10-9a-509, to develop and construct the Property during the term of this Agreement in accordance with: (i) the terms of this Agreement, (ii) the Design Guidelines, (iii) the Concept Plan, and (iv) the Vested City Code. In the event of a conflicting terms, the order listed in this section shall be the order of control (i.e. this Agreement controls, then the Design Guidelines, etc.).

b. **Reserved Legislative Powers.** The Applicant acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights of the Applicant under this Agreement and with respect to use under the zoning designations as referenced in this Agreement based upon the policies, facts, and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed legislative changes affecting the vested rights of the Applicant under this Agreement shall be of general application to all development activity in the City and, unless the City declares an emergency, the Applicant shall be entitled to prior written notice and an opportunity to be heard with respect to any proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

c. Exceptions to Vested Rights. Vested rights, as specified in Section (2)(a), are subject to the following exceptions:

i. *Future City Code.* Future changes to City Code (“Future City Code”) that the parties agree in writing to the application thereof to the Project.

ii. *State and Federal Compliance.* Future City Code that are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Project.

iii. *Codes.* Future City Code that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, fire or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual on Uniform Traffic Control Devices, or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by state or federal entities addressing legitimate concerns related to public health, safety, or welfare.

iv. *Taxes.* Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons and entities similarly situated.

v. *Fees.* Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law.

vi. *Impact Fees.* Impact Fees or modifications thereto which are lawfully adopted, and imposed by the City and which meet all requirements of the U. S. Constitution, Utah Constitution, law and applicable statutes, including but not limited to Utah Code § 11-36a-101 *et seq.*

vii. *Generally Applicable Laws.* The City regulations, ordinances, resolutions, or policies adopted after the date of this Agreement that are not in conflict with the terms and conditions for development of the Property established by this Agreement, which are generally applicable throughout the City and which do not materially increase the cost of developing the Project. In the event the City Council or Planning Commission changes any laws, standards, or other regulations that addresses legitimate concerns related to public health, safety, or welfare shall be enforced upon the Project.

viii. *Planning and Zoning Modification.* Changes by the City to its planning principles and design standards such as architectural or design

requirements, setbacks or similar items so long as such changes are generally applicable across the entire City and do not materially and unreasonably increase the costs of the Project.

d. Enforceability; Condition of Approval. The City and the Applicant acknowledge that the terms of this Agreement shall be enforceable, and the rights of the Applicant relative to the Property shall vest, only if the City Council, in its sole legislative discretion, rezones the Property and both parties sign this Agreement. This Agreement must be executed by both parties and recorded in the official records of the Salt Lake County Recorders Office within 90 calendar days of the City Council approving this Agreement.

4. **Applicant Obligations.**

a. *Development Standards.* Developer shall develop the Project in accordance with the attached Concept Plan, Design Guidelines, and Vested City Code.

b. *Uses.* The permitted uses allowed in the Project shall be as follows:

Recreation and Entertainment, Indoor

Office, Professional

Retail, General.

Restaurant, Fast food

Restaurant, General

(Thirty-five percent of the total floor area for the Project (approximately 50,000 sq. ft.) shall be dedicated to Indoor Recreation and Entertainment or General Restaurant uses.)

c. *Height.* The maximum building height shall be fourty-five feet (45') for buildings dedicated to Office, Professional. The maximum building height for all other buildings shall be thirty-five feet (35').

d. *Landscaping.* Landscaping must comply with the City's landscaping regulations, including any water wise landscaping. All landscaping must be complete before the City may issue a Certificate of Occupancy for any of the buildings or units unless the Applicant bonds for any outstanding landscaping obligations.

5. **Minor Changes.** The Community Development Director, after conferring with the City Manager and making a written finding, may approve minor modifications to

the Applicant Obligations in Section 4 which are necessary or advantageous in facilitating more desirable function and aesthetics of the Property.

6. **Term.** This Agreement shall run with the land and shall continue in full force and effect until all obligations hereunder have been fully performed and all rights hereunder fully exercised; provided, however, that unless the parties mutually agree to extend the term, this Agreement shall not extend further than a period of fifteen (15) years from the Effective Date.

7. **Option to Repurchase.** The Applicant grants the City the exclusive right and privilege (referred to as the “Option”) of exercising an option to purchase the Property for One Million Six Hundred Ninety-Eight Thousand Eight Hundred Forty Dollars (\$1,698,840.00) if the Applicant does not complete all of the following tasks by its associated date:

a. Receive an land disturbance permit no later than approved building permit for at least one building by July 15, 2023;

b. Receive an approved building permit for at least one building land disturbance permit by August 30, 2023; and

c. Pass footing and foundation inspections for the building by October 15, 2023.

8. **Default.**

a. **Notice.** If the Applicant fails to perform their respective obligations under this Agreement, the party believing that a default has occurred shall provide notice to the other party.

b. **Contents of Notice of Default.** The notice of default shall: (i) specify the claimed event of default; (ii) identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in default; (iii) identify why the default is claimed to be material; and (iv) if the City chooses, in its discretion, it may propose a method and time for curing the default which shall be of no less than thirty (30) calendar days duration.

c. **Meet and Confer.** If any party gives a notice of default the parties shall meet within twenty-one (21) calendar days of the notice and make good faith effort to resolve the issues specified in the notice.

d. **Mediation.** If the parties are unable to resolve the notice of default after the Meet and Confer provision of Section (6)(c), the parties shall attempt within fifteen (15) calendar days to appoint a mutually acceptable mediator with knowledge of the issue in dispute. If the parties are unable to agree on a single acceptable mediator, they shall each, within fifteen (15) calendar days, appoint their own

representative. These two representatives shall, between them, choose the single mediator. The parties shall split the fees of the chosen mediator, each party paying 50% of the fees. The chosen mediator shall within fifteen (15) calendar days, review the positions of the parties regarding the dispute and promptly attempt to mediate the issue between the parties. If the parties are unable to reach agreement, the mediator shall notify the parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the parties.

e. Emergency Default. The requirements of Sections 6(c)-(d) shall not apply to any default that the City declares in the notice of default to be an emergency related to the fundamental purpose of this Agreement.

9. General Provisions.

a. Notices. All notices, filings, consents, approvals, and other communication provided for herein or given in connection herewith shall be validly given, filed, made, delivered or served if in writing and delivered personally or sent by registered or certified U.S. Postal Service mail, return receipt requested, postage prepaid to the following addresses or to such other addresses as either Party may from time to time designate in writing and deliver in like manner. Any such change of address shall be given at least ten days before the date on which the change is to become effective:

If to City: Herriman City
Attn: City Recorder
5355 West Herriman Main Drive
Herriman, Utah 84096

If to Applicant: Mountainview Plaza, LLC
Attn: Aaron Osmond
11466 Country Knoll Road
South Jordan, UT 84095

b. Mailing Effective. Notices given by mail shall be deemed delivered seventy-two hours following deposit with the U.S. Postal Service in the manner set forth above.

c. No Waiver. Any party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the party intended to be benefited by the provisions, and a waiver by a party of a breach hereunder by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

d. Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the

meaning or construction of any provision this Agreement.

e. Authority. The parties to this Agreement represent that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. Applicant represents and warrants it is fully formed and validly existing under the laws of the State of Utah, and that it is duly qualified to do business in the State of Utah and is in good standing under applicable state laws. Applicant and City warrant to each other that the individuals executing this Agreement on behalf of their respective party are authorized and empowered to bind the party on whose behalf each individual is signing. Applicant represents to the City that by entering into this Agreement, the Applicant has bound all persons and entities having a legal or equitable interest to the terms of this Agreement as of the Effective Date.

f. Entire Agreement. This Agreement, together with the Exhibits attached hereto, documents referenced herein and all regulatory approvals given by City for the Property contain the entire agreement of the Parties with respect to the subject matter hereof and supersede any prior promises, representations, warranties, inducements or understandings between the parties which are not contained in such agreements, regulatory approvals and related conditions.

g. Amendment. This Agreement may be amended in whole or in part with respect to all or any portion of the Property by the mutual written consent of the parties or by their successors-in-interest or assigns. Any such amendment of this Agreement shall be recorded in the official records of the Salt Lake County Recorder's Office.

h. Severability. If any of the provisions of this Agreement are declared void or unenforceable, such provision shall be severed from this Agreement. This Agreement shall otherwise remain in full force and effect provided the fundamental purpose of this Agreement and Applicant's ability to complete the development of the Property as set forth in the Concept Plan is not defeated by such severance.

i. Governing Law. The laws of the State of Utah shall govern the interpretation and enforcement of this Agreement. The parties shall agree that the venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Salt Lake County, Utah. The parties hereby expressly waive any right to object to such choice of law or venue.

j. Remedies. If either party breaches any provision of this Agreement, the non-defaulting party shall be entitled to all remedies available both at law and in equity.

k. Attorney's Fees and Costs. If either party brings legal action either because of a breach of this Agreement or to enforce a provision of this Agreement,

the prevailing party shall be entitled to reasonable attorney's fees and court costs.

l. Binding Effect. The benefits and burdens of this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors in interest and assigns. This Agreement shall be incorporated by reference in any instrument purporting to convey an interest in the Property.

m. No Third Party Rights. The obligations of Applicant and City set forth in this Agreement shall not create any rights in or obligations to any other persons or parties except to the extent otherwise provided herein.

n. Assignment. The rights and responsibilities of the Applicant under this Agreement may be assigned in whole or in part with the consent of the City as provided herein.

i. The selling or conveying lots in any approved subdivision or parcels to builders or end-users shall not be deemed to be an "assignment" subject to the above-referenced approval by the City.

ii. The Applicant may transfer all or any part of the Property to any entity "related" to the Applicant (as defined by regulations of the Internal Revenue Service in Section 165), the Applicant's entry into a joint venture for the development of the Project, or the Applicant's pledging of part or all of the Project as security for financing shall also not be deemed to be an "assignment" subject to the above-referenced approval by the City. The Applicant shall give the City notice of any event specified in this sub-section within fifteen (15) calendar days after the event has occurred. Such notice shall include providing the City with all necessary contact information for the newly responsible party.

o. No Agency Created. Nothing contained in this Agreement shall create any partnership, joint venture, or agency relationship between the parties.

To evidence the parties' agreement to this Agreement, each party has executed it on the date stated under that party's name.

[SIGNATURE PAGES FOLLOW]

HERRIMAN CITY

Approved as to form:

Signature: _____

By: _____

Office of the City Attorney

Its: _____

Date: _____

State of Utah)

:ss

County of Salt Lake)

On this _____ day of _____, 20____, personally appeared before me _____ (name of document signer), whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the Mayor of Herriman City and that said document was signed by him/her in behalf of said city by Authority of its Bylaws or by Ordinance or Resolution, and said _____ (name of document signer) acknowledged to me that said city executed the same.

Notary Public

APPLICANT

Signature: _____

By: _____

Its: _____

Date: _____

State of _____)

:ss

County of _____)

On this ____ day of _____, 20____, personally appeared before me _____ (name of document signer), whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is a Manager of _____, a Utah limited liability company, the Manager of _____, a Utah corporation, and that said document was signed by him/her in behalf of said corporation by authority of its Operating Agreement or by Resolution, and said _____ (name of document signer) acknowledged to me that said corporation executed the same.

Notary Public

Table of Exhibits

- Exhibit A – Property
- Exhibit B – Prior Agreement
- Exhibit C – 4th Repurchase Option
- Exhibit D – Concept Plan
- Exhibit E – Design Guidelines
- Exhibit F – Vested City Code
- Exhibit G – Resolution

Exhibit A – Property

Legal Description of the Property

Lots 1 and 2, GAME POINTE SUBDIVISION, according to the official plat thereof on file and of record in the office of the Salt Lake County Recorder, recorded on October 14, 2019, as Entry No. 13098578 in Book 2019P at Page 277.

Exhibit B - Prior Agreement

WHEN RECORDED RETURN TO:

Herriman City
5355 West Herriman Main Street
Herriman, UT 84096
113018- CAF
TAX ID 26-25-400-067

13118450
11/7/2019 11:55:00 AM \$40.00
Book - 10857 Pg - 674-696
RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 23 P.

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is made and entered into as of this 9th day of October, 2019 ("Effective Date"), by and between **Game Pointe Properties, LLC**, a Utah limited liability company (the "Developer"), and **Herriman City**, a Utah municipality (the "City").

RECITALS:

A. Developer is the owner of approximately 6 acres of real property located at or near Herriman Main Street and Miller Crossing Drive, Herriman, Salt Lake County, Utah, that has been platted as the Game Pointe Subdivision and consists of two lots. A copy of the recorded plat ("Plat") is attached hereto as exhibit "A" and the legal description of the real property is more particularly described in exhibit "B" (the "Property").

B. The Developer proposes to develop and construct a use that is allowed by applicable zoning limitations on Lot 1 of the Plat and a family entertainment center on Lot 2 of the Plat ("Project").

C. The Property has been zoned Community Commercial (C-2) with various zoning conditions.

D. Developer hereby represents to the City that it is voluntarily entering into this Agreement.

E. The City and Developer desire to enter into this Agreement to further memorialize the development rights, terms, requirements and conditions for the development of the Project, as more fully described herein.

F. The City, acting pursuant to its authority under the Utah Municipal Land Use, Development, and Management Act, Utah Code Ann. §10-9a-101, *et seq.*, and its ordinances, resolutions, and regulations, and in furtherance of its land-use policies, has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer and the City hereby agree to as follows:

1. **Affected Property.** The legal description of the Property contained within the Project boundaries to which this Agreement applies is attached and specifically described in exhibit "B." No additional property may be added to or removed from this description for the purposes of this Agreement except by written amendment to this Agreement executed and approved by Developer and the City.

2. **Specific Design Conditions.** The Project shall be developed and constructed substantially as set forth in the site plan ("Site Plan") and the specific design conditions/criteria (the "Design Criteria") set forth in exhibits "C" and "D."

3. **Vested Rights.** This Agreement shall vest the Developer with the right to develop the Project in accordance with the ordinances, policies, and standards in effect as of the date of this Agreement. Provided, however, Developer shall not be vested to develop the Project in accordance with the ordinances, policies, and standards in effect as of the date of this Agreement in the event Developer does not obtain a building permit issued by the City in its government capacity ("Building Permit") to construct a family entertainment center on Lot 2 within two (2) years from the date hereof and/or in the event Developer does not obtain a certificate of occupancy for family entertainment center on Lot 2 within two (2) years from the date of that the Building Permit was issued. The issuance of the Building Permit and the certificate of occupancy shall not be unreasonably withheld. Construction of Miller Crossing Drive will not be a condition for issuance of the certificate of occupancy.

4. **Main Street.** On or before December 31, 2019, the City shall construct Main Street extending from its terminus at Herriman Boulevard to the future location of Miller Crossing Drive as shown on Plat.

5. **Miller Crossing Drive.** On or before March 15, 2020 Developer shall pay to the City the amount of \$100,000 for Miller Crossing Drive property acquisition costs. Neither the City nor Developer shall have any obligation to construct Miller Crossing Drive, provided, however, the Developer may in its sole and absolute discretion choose to construct Miller Crossing Drive subject to the terms, conditions, and repayment obligations acceptable to the parties. Developer shall be reimbursed for the Miller Crossing property acquisition costs pursuant to the terms and conditions of the reimbursement agreement attached as exhibit "E" and that certain Participation Agreement between the Developer and the Community Development and Renewal Agency of Herriman City.

6. **Street Amenities.** Developer shall install or cause to be installed street amenities along and adjacent to Auto Mall Drive, Miller Crossing Drive, and Main Street. For purposes of

this paragraph the term street amenities means sidewalks (specifically excluding curb and gutter) landscape and irrigation in the park strips, street lights, landscape and irrigation in the approximately 15 feet strip behind the sidewalk adjacent to Main Street, and landscape and irrigation to any open space corridors within the Auto Mall Drive, Miller Crossing Drive, and Main Street right of ways consistent with the Site Plan and Design Criteria. After expiration of the warranty period the City shall maintain, or cause to be maintained, the street amenities.

7. **Estimate of Applicable Impact Fees.** For non-binding illustration purposes only impact fees imposed by the City for a Forty Thousand square foot entertainment facility are currently estimated to be: (i) Storm Water - \$18,000; (ii) Culinary Water - \$30,000 - \$40,000 and (iii) Roads - \$25,000. These amounts may not include all applicable impact fees and may substantially changes when imposed.

8. **Development of Lot 1 and 2.** Developer may only develop and construct a uses that are allowed by applicable zoning on Lot 1 of the Plat and a family entertainment center on Lot 2 of the Plat. For purposes of this paragraph, family entertainment center means at least a 40,000 square foot indoor amusement facility that offers a broad selection of attractions, including, but not limited to, miniature golf, outdoor ropes course, bowling, laser tag, escape rooms, virtual sports bays, redemption arcade games, food establishment that stores, prepares, packages, serves, or otherwise provides food for human consumption where consumption is on or off the premises all of which is marketed towards families with small children to teenagers substantially as depicted in exhibit "D."

9. **Reserved Legislative Powers.** Notwithstanding any other provision of this Agreement to the contrary, the Developer acknowledges that the City is restricted in its authority to limit its police powers by contract and the limitations, reservations and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights of the Developer as follows:

- (a) Changes that City and Developer agrees in writing to the application thereof to the Project.
- (b) Changes in City's laws and ordinances which are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Project.
- (c) Changes in City's laws and ordinances that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AASHTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized

construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare

- (d) Taxes or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons and entities similarly situated.
- (e) Changes to the amounts of fees for the processing of development applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule).
- (f) Laws, rules or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i) (2016).

Nothing contained in the foregoing subparagraphs (a)-(f) shall alter or limit any future approvals, permits or other action(s) by the City concerning the Project (e.g. issuance of conditional use permit or building permit) that would give rise to separate vested rights under applicable law.

10. **Agreement to Run With the Land.** This Agreement shall be recorded in the Office of the Salt Lake County Recorder, shall be deemed to run with the Property, and shall encumber the same; and shall be binding on and inure to the benefit of all successors and assigns of Developer in the ownership or development of any portion of the Property. This Agreement supersedes any and all development agreements that have been executed concerning the Property.

11. **Assignment.** Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without the consent of the other party, which consent shall not be unreasonably withheld or delayed. Any successors and assigns shall be deemed to be the Developer for all purposes under this Agreement with respect to that portion of the Property transferred, and the transferring Developer shall not be released from any further obligations with respect to this Agreement as to the parcel so transferred. This restriction on assignment is not intended to prohibit or impede the sale by Developer.

12. **No Joint Venture, Partnership or Third-Party Rights.** This Development Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto, nor any rights or benefits to third parties, except as expressly provided herein.

13. **Integration.** This Development Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto.

14. Notices.

Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the party for whom intended, or if mailed, be by certified mail, return receipt requested, postage prepaid, to such party at its address shown below.

To Developer: Game Pointe Properties, LLC
290 N FLINT ST STE A
Kaysville, UT 84037

To City: Herriman
City Manager
5355 West Herriman Main Street
Herriman, UT 84096

Any party may change its address or notice by giving written notice to the other party in accordance with the provisions of this section.

15. **Choice of Law and Venue.** Any dispute regarding this Agreement shall be heard and settled under the laws of the State of Utah. Any Utah litigation regarding this Agreement shall be filed in the Third District Court in Salt Lake City, Utah. Any federal litigation regarding this Agreement shall be filed in the United States District Court for the District of Utah in Salt Lake City, Utah.

16. **Severability.** In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding upon the parties. One or more waivers of any term, condition, or other provision of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provision.

17. **Term of Agreement.** The term of this Agreement shall be for a period of two (2) years or until fulfillment of the obligations of the parties unless earlier terminated or modified by a written amendment agreed to and approved by the parties. If this Agreement is not recorded Office of the Salt Lake County Recorder within thirty (30)days of the Effective Date, the City may terminate this Agreement and Developer irrevocable consents that the Property be rezone to AMSD Auto Mall Special District .

18. **Default.** Any failure by either party to perform any term or provision of this Agreement default in that certain repurchase option between the parties dated October 9, 2019, which failure continues uncured for a period of fifteen (15) calendar days following written notice of such failure from the other party, unless such period is extended by written mutual consent, shall constitute a default under this Agreement. Any notice given pursuant to the preceding sentence shall specify the nature of the alleged failure and, where appropriate, the manner in which said failure satisfactorily may be cured. If the nature of the alleged failure is such that it cannot

reasonably be cured within such 30-day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure within such 30-day period. Subject to paragraph 17 upon the occurrence of an uncured default under this Agreement, the non-defaulting Party may institute legal proceedings to pursue a remedy.

19. **Limitation on Recovery for Default – No Damages.** Anything in this Agreement notwithstanding no Party shall be entitled to any claim for any monetary damages as a result of any breach of this Agreement and each Party waives any claims thereto except that the City may unilaterally withhold all further reviews, inspections, approvals, licenses, building permits, certificate of occupancy and/or other permits for development of the Project in the case of a default by Developer. The sole and exclusive remedy available to Developer or assignees or successors shall be that of specific performance.

20. **Termination.** If City elects to consider terminating this Agreement due to a default of Developer, then City shall give Developer a written notice of intent to terminate this Agreement and the matter shall be scheduled for consideration and review by the City Council at a duly noticed public meeting. Developer shall have the right to offer written and oral evidence prior to or at the time of said public meeting. If the City Council determines using its legislative discretion that a default has occurred and is continuing and elects to terminate this Agreement, the City Council shall send written notice of termination of this Agreement to Developer by certified mail. Notwithstanding the specific performance limitation described above the City may thereafter pursue any and all remedies at law or equity.

21. **Force Majeure.** Neither party shall be liable or deemed to be in default for any delay, failure, or interruption in performance under the Agreement resulting, directly or indirectly, from acts of God, acts of civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions, or any other cause beyond the control of either party. Both Parties, however, agree to make good faith efforts to perform under this Agreement in the event of any such circumstance.

22. **Exhibits and Recitals.** The Recitals at the beginning of this Agreement and exhibits attached hereto are hereby incorporated herein by this reference.

23. **No Waiver.** Failure of a party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise such right at some future time said right or any other right it may have hereunder.

24. **Execution of Agreement.** This Agreement may be executed in multiple counterparts or originals.

25. **Titles and Captions.** All section titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation hereof.

26. **Governing Law.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah.

27. **Further Acts.** In addition to the acts recited in this Agreement to be performed by the parties hereto, the parties agree to perform or cause to be performed any and all such further acts as may be reasonably necessary to consummate the transactions contemplated hereby and to carry out the terms and provisions, spirit and intent of this Agreement.

[Signatures on the following pages]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective duly authorized representatives as of the day and year first written above.

Game Pointe Properties, LLC

By: Janice
Its: Manager

Herriman City

Brett geo. Wood
Brett geo. Wood, City Manager

Attest:

Jackie Nostrom
Jackie Nostrom, MMC City Recorder



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

October, 2019 The foregoing instrument was acknowledged before me this 15 day of Brett geo Wood, the City Manager of Herriman, State of Utah.

Heather Moore

Notary Public

[Notarial Seal]



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

X November The foregoing instrument was acknowledged before me this 4th day of
2019 by Sheean Kilpatrick, the Manager of Game Pointe Properties, LLC.

Michael P. Daniels
Notary Public

[Notarial Seal]



EXHIBIT B

Legal Description of the Property

Lots 1 and 2, GAME POINTE SUBDIVISION, according to the official plat thereof on file and of record in the office of the Salt Lake County Recorder, recorded on October 14, 2019 as Entry No. 13098578 in Book 2019P at Page 277.



BUILDING DESIGN STANDARDS; GAME POINTE HERRIMAN, UTAH:

This section provides design standards applicable to the Game Pointe Facility.

1. Building Massing, Form and Pedestrian Scale: Buildings, and/or building elements shall relate to each other in their massing and forms. Any facade(s) visible from a public right of way, shall incorporate architectural features and treatments to diminish the building mass, and/or make the building interesting to the observer. Architectural design shall incorporate the combination of the following techniques. All facades visible from a public right of way, shall meet the following standards:

2. Horizontal Articulation: Each facade, shall incorporate architectural features such as wall plane projections, recesses, or other building material treatments, concrete joint patterns, colors and textures that visually interrupt the wall plane.

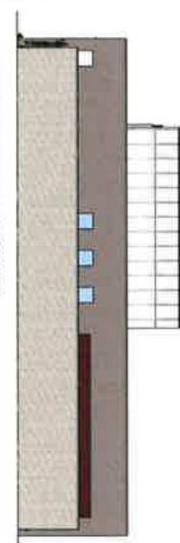
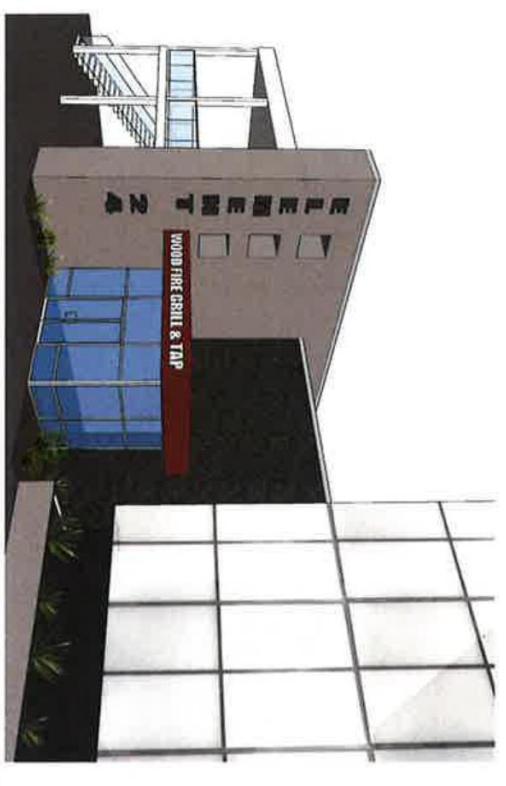
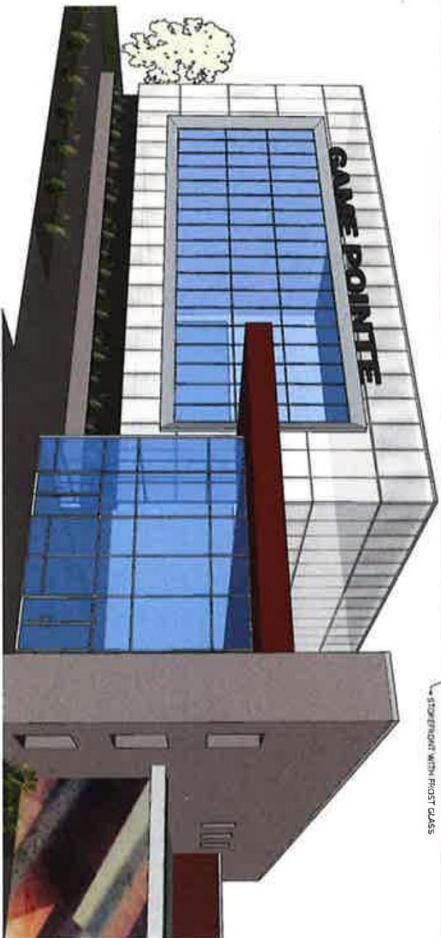
3. Exterior Materials: The outside surface of the structure shall be constructed of high-quality materials and shall be factory finished, stained, integrally colored, or otherwise suitably treated.

a. Approved exterior materials include the following: masonry (including CMU, brick & stone), concrete, architectural metal siding, translucent wall panels, stucco, wood, glass, and painted structural steel.

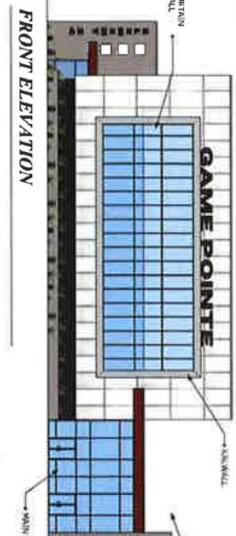
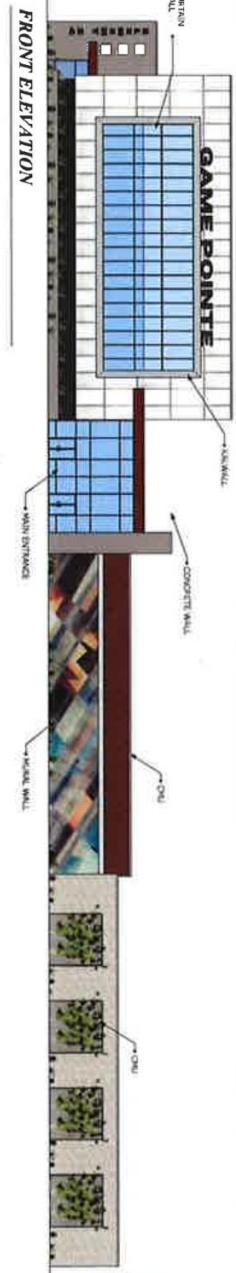
3. Building Entrance: The entrance and areas near the building entrance shall be designed to draw patrons in through the use of interesting and inviting architectural elements.

Exhibit D in the development agreement shows and example drawing of an acceptable arrangement of building materials, articulation and massing as describe above.

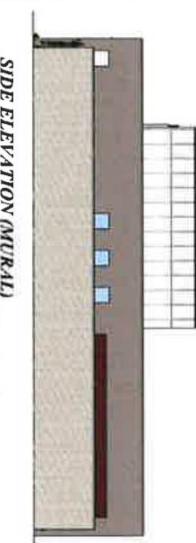
CONCEPTUAL DESIGN IS SUBJECT TO CHANGE



SIDE ELEVATION (RESTAURANT)



SIDE ELEVATION (MURAL)



REAR ELEVATION



FRONT ELEVATION



177 E ANTELOPE DR #B
LAYTON, UT 84041
PHONE: (801) 499-5054
FAX: (801) 499-5065

AI

STORY NUMBER

GAME POINTE
HERRIMAN, UTAH

SILVERPEAK
ENGINEERING



DATE: 09/04/2019
PROJECT: 19-129
DRAWN BY: CS
215

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement (“Agreement”) is made this 9th day of October, 2019, by and between Herriman, a Utah municipality (“City”), and Game Pointe Properties, LLC, a Utah Limited Liability Company (“Developer”) (collectively, the “Parties”).

RECITALS:

- A. Developer developed and/or plans to develop a food establishment and an entertainment facility that is located at Lot 1 and Lot 2 of the Game Pointe Subdivision.
- B. As part of such development, Developer paid a right of way purchase fee in the amount of \$100,000 (“Miller Crossing Fee”) for acquisition of real property with respect to Miller Crossing Drive.
- C. Miller Crossing Drive is system improvement and as such the Developer is entitled to reimbursement of the Miller Crossing Fee.
- D. City intends to reimburse Developer for the Miller Crossing Fee.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises, mutual covenants, and undertakings, the Parties hereby agree as follows:

Section 1. **Impact Fee**. The Developer hereby acknowledges that it voluntarily paid the Miller Crossing Fee.

Section 2. **Indemnification and Warranty**. To the fullest extent allowed by law, Developer shall indemnify, defend, and hold harmless the City, its affiliates, agents, employees, and elected and appointed officials from and against any and all actions, claims, losses, damages, and expenses (including reasonable attorneys’ fees) arising out of or connected in any way to Developer’s acts or omissions in connection with the Miller Crossing Fee. If any claim is made against the City to which the City’s claims right of indemnification from Developer, the City shall have the right, but not the obligation, to assume the entire control of the defense and/or settlement of the claim, through attorneys selected by the City, and Developer shall cooperate fully with the City in connection with the same. If the City elects to assume control of the defense and/or settlement of the claim, Developer shall be liable for all City’s related costs and expenses, including, without limitation, reasonable attorneys’ fees, all judgments or verdicts, and all monies paid in settlement.

Section 3. **Reimbursement**. Miller Crossing Drive is a system improvement as that term is defined by the City and Utah Code Ann. § 11-36-101, *et seq.* and as such the Miller

Crossing Fee is subject to reimbursement. As full and complete reimbursement of the Miller Crossing Fee from the transportation impact fee fund, the City will pay to the Developer one hundred percent (100%) of the transportation impact fees generated and collected from within the area of Lot 1 and Lot 2 of the Game Pointe Subdivision. All amounts so collected shall be paid to the Developer without interest within thirty (30) days after the end of the quarter in which the referenced impact fees were received by the City.

Section 4. **Offset Rights.** Developer agrees that, in addition to any other rights and remedies available under this Agreement, at law, or in equity, the City may set off against any payments otherwise due and owing to Developer under Section 3 of this Agreement any amount that City may be entitled pursuant to indemnification under Section 2 of this Agreement or otherwise. Neither the exercise nor the failure to exercise such right of setoff will constitute an election of remedies or limit any of City's indemnifications pursuant to Section 2 of this Agreement.

Section 5. **Impact Fees.** The Developer acknowledges and agrees that development of the Miller Crossing Drive was subject to certain impact fees imposed by the City. Developer acknowledges and agrees and as an essential element of consideration for this Agreement, that the impact fees imposed on the Developer by The City meet all requirements of law, is valid and binding, and does not violate any constitutional provisions.

Section 6. **Miscellaneous Provisions.**

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

(b) **Captions.** The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope, or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

(c) **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

(d) **Severability.** The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provisions of this Agreement.

(e) **Waiver of Breach.** Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of, or consent to, any subsequent breach of this Agreement.

(f) **Cumulative Remedies.** The rights and remedies of the parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy, or priority allowed by law.

(g) Amendment. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

(h) **Interpretation.** This Agreement shall be interpreted, construed, and enforced according to the substantive laws of the state of Utah. This Agreement shall be interpreted in an absolutely neutral fashion, and ambiguities herein shall not be construed against any party as the “drafter” of this Agreement.

(i) Attorneys' Fees. In the event any action or proceeding is taken or brought by either party concerning this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees, whether such sums are expended with or without suit, at trial, on appeal or in any bankruptcy or insolvency proceeding.

(j) Notice. All notices provided for herein shall be in writing and shall be given by first class mail, certified or registered, postage prepaid, addressed to the parties at their respective addresses set forth above or at such other address(es) as may be designated by a party from time to time in writing.

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

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

(m) Exhibits and Recitals. The recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement.

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

HERRIMAN

By Brett geo Wood, City Manager

ATTEST:

Jackie Nostrom, City Recorder

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by **Brett geo. Wood** and **Jackie Nostrom**, as the City Manager and City Recorder, respectively, of **HERRIMAN**, a Utah municipality.

Notary Public
Residing at: _____

DEVELOPER

By _____
Its: _____ Manager
Dated: _____

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

The foregoing instrument was acknowledged before me this _____ day of
_____, 2019, by _____, as the
of the _____.

Notary Public
Residing at: _____

Exhibit C – 4_{th} Repurchase Option

Exhibit D – Concept Plan



PRINTED DATE
04.05.2023

LAYTONDAVIS
A RECHITECTS

2005 EAST 2700 SOUTH | SUITE 200
SALT LAKE CITY, UTAH 84109
P: 801.487.0715 | WWW.LAYTONDAVIS/ARCHITECTS.COM

**MOUNTAIN VIEW PLAZA
RETAIL CENTER**

Herriman Main & Miller Crossing

Herriman, Utah

CHRONOLOGY

PROJECT NO
23.003

DWN BY/CHK BY
CWL

TITLE
CONCEPTUAL
SITE PLAN

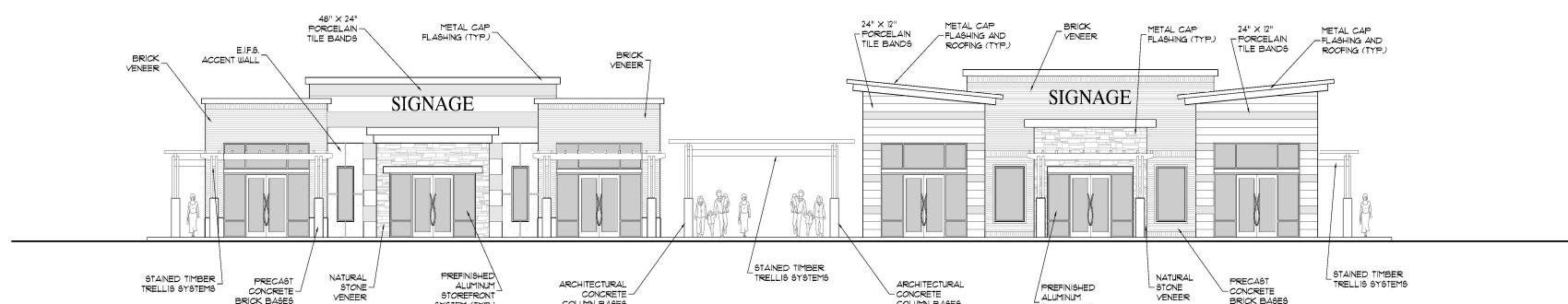
24X36 SHEET #
A100



1 BUILDING ONE - EAST ELEVATION
A201 SCALE: 1/4" = 1'-0"



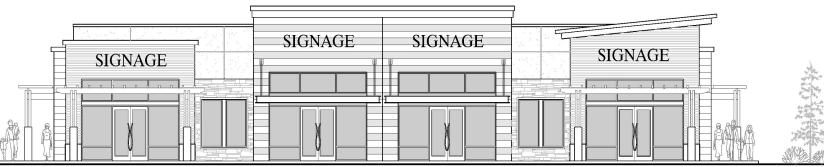
2 BUILDING TWO - EAST ELEVATION
A202 SCALE: 1/4" = 1'-0"



3 BUILDING ONE AND TWO - EAST ELEVATION
A202 SCALE: 1/8" = 1'-0"



SOUTH EAST (FRONT) ELEVATION - BUILDING THREE



SOUTH EAST (FRONT) ELEVATION - BUILDING FOUR

1 BUILDINGS THREE AND FOUR - EXTERIOR ELEVATIONS
A202 SCALE: 1" = 10'-0"

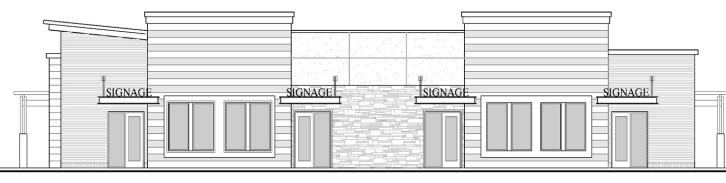


SOUTH WEST (SIDE) ELEVATION - BUILDING THREE



NORTH EAST (SIDE) ELEVATION - BUILDING FOUR

2 BUILDINGS THREE AND FOUR - EXTERIOR ELEVATIONS
A202 SCALE: 1" = 10'-0"



NORTH WEST (STREETSIDE) ELEVATION - BUILDING FOUR



NORTH WEST (STREETSIDE) ELEVATION - BUILDING THREE

3 BUILDINGS THREE AND FOUR - EXTERIOR ELEVATIONS
A202 SCALE: 1" = 10'-0"

Exhibit E – Design Guidelines

MOUNTAIN VIEW PLAZA -
COMMERCIAL CENTER
DESIGN
GUIDELINES
MARCH 19,
2023

EXHIB IT E

PROJECT NARRATIVE

MOUNTAIN VIEW PLAZA IS A PROPOSED SIX ACRE COMMERCIAL CENTER DEVELOPED BETWEEN THE INTERSECTIONS OF HERRIMAN MAIN STREET, MILLER CROSSING DRIVE, AND AUTO MALL DRIVE. IT CONTAINS NEARLY 35,000 SQUARE FEET OF RETAIL USES AND ALMOST 20,000 SQUARE FEET OF PROFESSIONAL OFFICE USES. IT IS INTENDED TO BECOME A COMMERCIAL VILLAGE OFFERING THE NEIGHBORHOOD A VARIETY OF FOOD, PROFESSIONAL SERVICES, SHOPPING, AND ENTERTAINMENT. ADD TO AND SUPPORT A GROWING HERRIMAN

PROVIDED BY DAVIS
DAVIS ARCHITECTS

DESIGN GUIDELINES

SITE DESIGN CONSIDERATIONS

The Site Layout is intended to try to *hide* the **required** amount of parking from the Major Streets and Intersections, as best as possible. There will be a wide sidewalk dividing the internal parking. We are proposing that we provide a total of 5 stalls per 1000 square feet of gross area of the total amount of office and retail square footage. We would then be allowed to increase that quantity by 10%. This would, with the current layout allow the developer to have 298

INTERNAL PARKING PLAZAS AND LANDSCAPING

There will be a setback of no less than 12 feet from any car parked fronting the retail buildings.

The front plaza area will be a mixture of paving, landscaping, and a variety of site amenities [benches, bike parking, etc.] in front of the buildings.

Parking stalls rows will be interrupted at a minimum every 11 stalls with an 8-foot-wide landscape island. The pedestrian access crossings will be 30 feet wide. These crossing areas will be furnished with two trees. Light poles will be placed on the paving next to and perhaps slightly

STREET SIDE PLAZAS AND LANDSCAPING

Along Herriman Main and Miller Crossing Drive there will also be plazas developed between the property line and the buildings of no less than 15 feet.

These areas will be a mixture of paving, landscaping, and site amenities. These plazas will be designed appropriately for the type of tenancy in those buildings and coordinated with the development of the required trees at 20 feet minimum spacing along the public rights of way.

PLAZAS AND LANDSCAPING: berms and buffers will be established surrounding the

dumpster locations shown in Exhibit D. The dumpsters will be a minimum of 40 feet from

Herriman Main and a minimum of 18 feet from Auto Mall Drive. We will also employ berms and Public Node

soil on the corners of Herriman Main and Miller Crossing Drive to mitigate the plaza will offer a view of vehicles and to obscure their headlights in the evening.

pedestrians into the development. This space will serve as Mountain View Plaza. There will be a major monument sign identifying Mountain View Plaza.

STREET SIDE PLAZAS AND MONUMENT SIGNAGE

Between the pairs of buildings and their internal adjoining courtyards, we would like to see monument signs at each of these three locations, identifying each of the tenants in those pairs of buildings. The monument signs would be no greater

~~BUILDINGS~~ feet tall, twelve feet wide, and

~~SIGNAGE~~ Deep. Their design and material would be consistent with the building's facade of the building. The maximum signage area for the FRONT will be 30" high by 70% of the frontage of their space. The maximum signage area for the

~~BUILDING~~ will be 24" high by 60% of the

~~RETPASSES~~ of the building.

The proposed building set back will be a minimum of 15 feet from any property line, 20 feet

maximum, except for the two buildings with drive-thrus,

they will be less than 50 feet from the

BUILDING DESIGN

CRITERIA The Retail Buildings will be a maximum of 24 feet in height and single story. The Professional Office Building will be a maximum of 35 feet and will be two stories. All Retail Buildings should have a 36" minimum parapet on all exterior wall sides to serve as a mechanical equipment

~~Retail Buildings~~ Professional Office Building will have a mechanical equipment screen of 48" from the front of the building when facing a plaza or courtyard.

~~Each Retail building is intended to be unique and different from their paired~~ building. The

intention will be to use similar materials on the "paired" building, but not mirror or replicate the building. We intend to use similar materials, but change the compositions and colors of these

materials so the each "sibling pair" look clearly different than the other pairs. We will refer to

these pairs of siblings as Mountain View Plaza "cousins".

The Office Building will also be a "cousin" and will fit into the same Village material and color palette.

VILLAGE

MATERIAL

POLE with the previously defined glazing percentages. All the glazing will be a Dark Bronze, prefinished aluminum storefront, with a 1" insulated CLEAR glass system. All storefront doors. All the non-glazed exterior surfaces must be 70% compositions of the following materials: Thin Veneer Natural Stone; Brick Veneer; Exterior Rated Large Format Porcelain or Stone Tile; this leaves a balance of up to 30% accent in a super smooth finish Masterwall Stucco. This material is much smoother and more of a Fresco-like finish than typical EIFS products.





**Exhibit F – Vested
City Code**

Exhibit G –
Resolution

HERRIMAN, UTAH RESOLUTION NO. R -2023

**A RESOLUTION AMENDING AND RESTATING
A MASTER DEVELOPMENT AGREEMENT FOR
MOUNTAINVIEW PLAZA**

WHEREAS, the City of Herriman received a proposal from Osmond Capital, LLC to consider an amended and restated master development agreement for commercial development on ±6.0 acres of vacant property located approximately at the intersection of Herriman Main Street and Miller Crossing Drive in the C-2 Commercial Zone; and

WHEREAS, the Planning Department on February 3, 2023, mailed and posted notices of a Planning Commission (the “Commission”) public hearing to be held on February 15, 2023, to consider the proposed amended and restated master development agreement; and

WHEREAS, the Commission met in a regular meeting on February 15, 2023, to consider, among other things, the proposed amended and restated master development agreement; and

WHEREAS, the Commission voted 6-0 on February 15, 2023, to recommend the City Council (the “Council”) approve the proposed amended and restated master development agreement with additional recommendations; and

WHEREAS, the Council met in a regularly scheduled work meeting on February 22, 2023, to consider, among other things, the proposed amended and restated master development agreement; and

WHEREAS, the Council on February 22, 2023, requested the applicant consider the Commission’s recommendations and prepare a revised amended and restated master development agreement for Council consideration; and

WHEREAS, the Council met in a regular meeting on April 12, 2023, to consider, among other things, a resolution to approve the proposed amended and restated master development agreement.

NOW, THEREFORE, BE IT RESOLVED by the Council that the attached proposed amended and restated master development agreement be approved to govern the development of 6.0 acres of commercial property located at 5143 W Miller Crossing Drive and 12252 S Herriman Auto Row in the C-2 Commercial Zone.

This Resolution assigned no. R ____ -2023 shall take effect immediately.

PASSED AND APPROVED this 12th day of April 2023.

HERRIMAN CITY COUNCIL

Lorin Palmer, Mayor

ATTEST:

Jackie Nostrom, MMC
City Recorder



STAFF REPORT

DATE: 3/28/2023

TO: The Honorable Mayor and City Council

FROM: Blake Thomas, Community Development Director

SUBJECT: Discussion and Consideration of a Second Amendment to the Herriman City Policy Regarding Public Infrastructure Districts

RECOMMENDATION:

Approve the second amendment to the city council's policy regarding public infrastructure districts (PIDs).

ISSUE BEFORE COMMISSION:

Should the city council approve the proposed second amendment to the city council's policy regarding PIDs?

BACKGROUND/SUMMARY:

The city council adopted a policy regarding the review and approval requirements for PIDs on May 27, 2020. The policy addresses the process for applying for a PID, the creating entity's decision-making criteria, and requirements for the governing document. The PID policy only allowed a PID to be created in the area designated as the Herriman Auto Mall development. The PID policy was amended on August 11, 2021, to expand the area where a PID would be allowed to include the Olympia development. Several other clarifications were made in the amendment, however, these clarifications did not change any of the submittal or review requirements.

DISCUSSION:

The city council provided direction to staff on the PID policy at the March 22, 2023 city council work meeting. A summary of the comments and suggestions, that were incorporated into the PID policy is provided below:

§2. Application Process

Additional text stating that interests for which the city council may consider a PID include large infrastructure projects that benefit the city as a whole.

§2.1 Letter of Intent (LOI) Requirements

§2.1.1 Requires a map to be submitted with the PID Letter of Intent (LOI).

§2.1.2.4 Requires more detail on cost estimates and a project map

§2.1.2.5 Specifies that a detailed cost breakdown be provided for any soft costs and/or management fees included in the PID costs.

§3. Fees

§3.1 Requires an application for a PID LOI submittal

§4. Council's Criteria for Evaluating Proposed PIDs

§4.1.4 Requires that any obligations the city has made to reimburse a developer for infrastructure that the PID is dependent on must be satisfied by the PID.

§4.3 Other Evaluation Criteria and Consideration

§4.3.4 Only allows PIDs in the Auto Mall and Olympia developments was removed in its entirety.

§5. Governing Document Requirements

§5.1.1 Requires a map of the PID area

§5.1.5 Requires a project map for the PID improvements

§5.1.6.1 Requires a line-item cost estimate that includes quantities and unit costs.

§5.1.6.1.1 Requires a line-item breakdown for all soft costs and management fees.

§5.1.6.2 Specifies that the project map must include all projects in the cost estimate.

§5.5.3 Requires city council approval of an amendment to the governing document when projects that were not originally in the project cost estimate are added to the PID.

§6. Submittal and Reporting Instructions

§6.2 updates the city attorney's contact information

ALTERNATIVES:

It is recommended by staff that the amendment be approved by the City Council as proposed. Alternative actions are provided in the table below:

Action	Pros	Cons
Approve PID Policy Amendment 2 as proposed [Recommended]	Requires more detail for PID LOI submittals and Governing Documents. Allows new PIDs since PIDs have been created in the only areas where PIDs are allowed with the current policy.	Non identified
Approve the PID Policy Amendment 2 with additional suggestions from the council.	May address items not yet considered in the proposed policy Amendment 2.	Non identified
Deny the approval of PID Policy Amendment 2	Non identified	The current policy does not allow any new PID applications to be considered by the city council because PIDs have already been created in the only areas that may allow a PID per the current policy.

FISCAL IMPACT

A change to the policy does not have a direct fiscal impact on the city, it only provides guidance on how to apply for the creation of a PID. A full financial analysis for each proposed PID would be required as part of the city council's approval process as each PID application is reviewed by city staff and the city council.

ATTACHMENTS:

- 1) Herriman City Council's Policy Regarding Public Infrastructure Districts Amendment 2
(Redlined and Clean Versions)

CP-Administration-003

Establishing Public Infrastructure Districts

1. Purpose and Introduction. The magnitude of local and regional infrastructure needed in Herriman City (the “City”) development and redevelopment areas requires that a broad range of financing tools be available to finance public infrastructure. This policy addresses the minimum criteria under which the City will consider applications for proposed Public Infrastructure Districts (“PID”). The standards and procedures contained herein may be modified by the Herriman City Council (“Council”) at any time. Additional requirements may be imposed by the Council during any of the stages described below. Compliance with these criteria shall not obligate the Council to approve formation of a PID. Final approval of a PID, in the form of a governing document, is subject to approval by the Council in both form and substance. The criteria contained herein are intended to serve as guidelines for the review of letters of intent and PID governing documents (“Governing Document”). This policy has four sections:

- 1.1. Application Process (Section 2)
- 1.2. Fees (Section 3)
- 1.3. The Council’s decision-making criteria (Section 4)
- 1.4. Governing Document requirements (Section 5)
- 1.5. Submittal and Reporting Instructions (Section 6)

2. Application Process A proposed PID will be considered in relation to the best interests of the City. Such interests include using the most appropriate financing mechanism for the type and magnitude of the public improvements to be financed and projects that focus mainly on large public infrastructure projects that benefit the City overall. The following process shall be required for all PID applications.

2.1. **Letter of Intent Required.** An applicant desiring to create a PID shall submit a letter of intent (“LOI”) to the Herriman City Community Development Director. The LOI will be used, as set forth herein, to make a preliminary and non-binding determination about the appropriateness of a PID. A positive CDC recommendation to the LOI does not assure approval of a governing document. The LOI must contain the following:

- 2.1.1. Description and map of PID area including size (acreage), location, area context (significant natural and man-made features, major public improvements, adjacent development), development history, and proposed development;
- 2.1.2. Summary of needed infrastructure, services, and facilities to include:
 - 2.1.2.1. Currently expected development scenario;
 - 2.1.2.2. Required local and regional infrastructure and facilities for such development;
 - 2.1.2.3. Regional and local infrastructure the PID will provide;
 - 2.1.2.4. Estimated construction costs, detailed by line item providing quantities and unit costs for each infrastructure improvement project accompanied with a map showing the location and extent of all infrastructure improvement projects, for the public

improvements;

2.1.2.4.2.1.2.5. Provide a detailed, line-item cost breakdown for all management fees and/or soft costs included in the estimates.

2.1.2.5.2.1.2.6. General description and phasing of construction based on development projections; and

2.1.2.6.2.1.2.7. A sample finance plan depicting the possible sources and uses of funds for the PID;

- 2.1.3. Proposed timeline for creation of the PID;
- 2.1.4. Acknowledgement that a consent must be signed prior to the hearing date for the governing document which consent must be signed by all property owners and registered voters, if any, within the proposed PID boundaries approving of the creation of the PID and consenting to the issuance of debt in an amount sufficient for the proposed plan of financing;
- 2.1.5. Disclosure of any conflicts of interest between the applicant and the officers and employees of the City and
- 2.1.6. Copies of signed engagement letters between the applicant and applicable consultants and legal counsel retained by the PID whereby applicant agrees to pay fees related to the review of the application and governing document.

- 2.2. LOI Review Process. The Community Development Committee (“CDC”) is the City’s committee that advises the City Council on development-related matters. The Community Development Director will schedule and hold a CDC meeting to review a PID LOI within 14 days of receipt of such LOI. The CDC will review the LOI utilizing the criteria contained herein to determine whether or not to direct the applicant to proceed with preparation of a draft Governing Document for submittal to the Council. A positive CDC recommendation does not assure approval of the Governing Document by the Council.
- 2.3. Submission of Governing Document
 - 2.3.1. If the concept for the PID as contained in the letter of intent is approved by the CDC, the applicant shall submit a draft Governing Document to the Community Development Director and City Attorney.
 - 2.3.2. The draft Governing Document will be reviewed by the CDC for compliance with the criteria and requirements contained herein. The CDC will discuss with Council’s issues that arise during this drafting period to have such issues resolved.
 - 2.3.3. The final Governing Document will be forwarded to the Council for consideration through the standard legislative approval processes.
3. **Fees.** No PID LOI, Governing Document, or application shall be processed or reviewed until the appropriate fee(s) set forth herein are paid to the City. The fees for a PID application are as follows:

- 3.1. Letter of Intent. A PID Application and non-refundable fee of \$100 shall be paid for each PID LOI submitted by an applicant. This fee is reasonable and appropriate to cover the cost of staff and CDC review.
- 3.2. Governing Document. A non-refundable fee of \$1,000 shall be paid for each governing document submitted in accordance with this policy. This fee is reasonable and appropriate to cover legal and other staff review.
- 3.3. Other Expenses. In the event the cost of review for the City exceed the application fees, the Applicant for shall pay all reasonable consultant, legal, and other fees and expenses incurred by the City in the process of reviewing the LOI, draft Governing Document, documents related to a bond issue, and other such fees and expenses as may be necessary to interface with the proposed PID. All such fees and expenses shall be paid within 30 days of receipt of an invoice for these additional fees and expenses.

4. **Council's Criteria for Evaluating Proposed PIDs**. The following criteria provide thresholds for consideration. Compliance with some or all of these criteria is desired; however, alternative approaches may be considered.
 - 4.1. Public Benefit. Formation of a PID must bestow certain benefits on the PIDs proponents and each PID is expected to provide public benefit consistent with the City's public policy goals. Components of public benefit to be considered may include:
 - 4.1.1. Resulting development that is in conformance with the City's Comprehensive Plan and all applicable supplements;
 - 4.1.2. Provision of and/or contribution to needed regional and sub-regional infrastructure;
 - 4.1.3. Sustainable design including multimodal transportation, water conserving landscape design, thoughtful development phasing, green building design, street connectivity, pedestrian-friendly design, and formation of and participation in transportation management programs;
 - 4.1.3.4.1.4. The PID will be required to contribute funds to the City in order to satisfy any obligations made by the City to reimburse an entity for infrastructure improvements that were installed previously that the development resulting from the PID is dependent on.
 - 4.2. Evaluation of Applicant. The following criteria relating to the applicant and the development being served by the PID will be considered:
 - 4.2.1. Historical performance of the applicant (within and outside of the City);
 - 4.2.2. The current proposed financing plan for the PID;
 - 4.2.3. Credit worthiness of the applicant;
 - 4.2.4. The current development plans relationship to the master plans of the City; and
 - 4.2.5. The regional or overall benefits to the City from the proposed finance plan.
 - 4.3. Other Evaluation Criteria and Consideration.
 - 4.3.1. PIDs should not include land that is already included within the boundaries of

another PID without express provision in an adopted Governing Document. In

such cases, the relationship with the existing PID must be addressed in the Governing Document.

- 4.3.2. A PID planning to levy more than 10 mills of tax for repayment of limited tax bonds will not be considered without sufficient justification as to why additional mills are necessary and reasonable for the development.
- 4.3.3. There must be a demonstrated public benefit directly resulting from the creation of the PID and its undertakings as described in the Governing Document.
- 4.3.4. ~~PIDs shall only be considered for the Area depicted in Exhibit 1 (the “Automall”). The City may also consider the creation of one or more PIDs in the proposed annexation area known as Olympia and depicted in Exhibit 2 so long as the financing mechanism for such PIDs are based upon a contract fee and not a mill levy assessed against the property owners located within the PID.~~

5. **Governing Document Requirements.** In addition to the requirements of state law, a Governing Document should memorialize the understandings between the PID and the City as well as the considerations that compelled the City to authorize the formation of the PID. The Governing Document for the proposed PID shall be reviewed by the City’s legal department, CDC, and other staff for compliance with the following policies and requirements.

- 5.1. **Description of PID.**

- 5.1.1. Description and map of PID area including size (acreage), location, area context (significant natural and man-made features, major public improvements, adjacent development), development history, and proposed development scenario (land uses by type and intensity and general urban design character);
 - 5.1.2. Description of the public benefit resulting from the creation of the PID;
 - 5.1.3. Description of proposed development within the boundaries of the PID including general distribution of land uses and densities and phasing of development;
 - 5.1.4. If the PID boundaries overlap with another PID, an explanation of the relationship between the two PIDS;
 - 5.1.5. Itemization, description, and project map of all needed infrastructure (both regional and local) and facilities in the PID’s area;

- 5.1.6. Estimated construction costs of such infrastructure;

- 5.1.6.1. Provide cost estimates in a line-item form with quantities and unit costs provided for each line item;

- 5.1.6.1.1. Provide a description and line-item cost breakdown for all management fees and soft costs included in the cost estimate;

- 5.1.6.5.1.6.2. Provide a project map identifying each infrastructure improvement project that is included in the cost estimate;

- 5.1.7. General description of phasing of construction based on development projections;

- 5.1.8. Description of the ultimate ownership and provision for the ongoing operating and maintenance costs for infrastructure;
- 5.1.9. Description of any proposed divisions and an inclusion/exclusion process as appropriate; and

5.1.10. Proposed governance plan, including initial Board structure and transition from appointed Board to elected Board.

5.2. Financial plan information

- 5.2.1. Proforma financial overview of total costs and revenues from all revenue sources;
- 5.2.2. An example financial plan showing a proposal of how the financing might take place, recognizing that the actual financing terms and structure will be approved by the board of trustees of the PID (the “Board”) within the parameters of this Governing Document;
- 5.2.3. Anticipated maximum or fixed maximum mill levy required to meet debt service of the PID;
- 5.2.4. Analysis of proposed mill levies in light of outstanding debt and mill levies of other taxing entities affecting the area;
- 5.2.5. Comparison of the mill levies of similar taxing entities in the area;
- 5.2.6. Proposed operating budgets for the PID’s first three years of existence; and
- 5.2.7. Any other forms of public financing and assistance being sought.

5.3. Other Requirements and Expectations.

- 5.3.1. Only public improvements may be funded with the PID funds.
- 5.3.2. All debt issued by the PID for which a tax is pledged to pay the debt service shall meet the requirements of all applicable statutes.
- 5.3.3. Land, easements, or improvements to be conveyed or dedicated to the City and any other local government entity shall be conveyed in accordance with the related standards at no cost to receiving governmental entity.
- 5.3.4. All public infrastructure within the PID shall be subject to all design and inspection requirements and other standards of such public entity.
- 5.3.5. The PID shall not pledge as security any land, assets, or funds to be transferred to the City.
- 5.3.6. The PID shall be subject to City zoning, subdivision, building codes, and all other applicable City ordinances and regulations. Approval of the Governing Document shall not bind the City to approve other matters which the PID or developer may request that are otherwise governed by state law or local ordinance.
- 5.3.7. The PID shall pay all fees and expenses as provided in the Governing Document.
- 5.3.8. The PID may not double tax, whether by mill levy, assessment, impact fees, or any combination thereof; any end user for the costs of public improvements.

5.3.9. The PID may be required to follow approved City procurement standards for infrastructure construction.

5.4. Disclosure and Reporting Requirements.

5.4.1. Disclosure of the existence of the PID to property owners and potential property owners within the PID area is of high importance to the Council and, as such, the following disclosures are to be made by each PID and shall be included in the Governing Document.

5.4.1.1. Within 30 days after the formation of a PID, the Board shall record a notice with the county recorder containing the following:

5.4.1.1.1. a description of the boundaries of the PID;

5.4.1.1.2. a notice stating that a copy of the Governing Document is on file at the office of City;

5.4.1.1.3. a notice Stating that the PID may finance and repay infrastructure and other improvements through the levy of a property tax or via other means (with the other means to be described in detail);

5.4.1.1.4. the maximum rate the PID may levy; and

5.4.1.1.5. if applicable, stating that the debt may convert to general obligation debt and outlining the provisions relating to conversion.

5.4.2. At least annually following the formation of the PID, the PID shall notify (by mail, e-mail, or posting to the PID's website) property owners in the PID of the existence of the PID and of the next scheduled meeting of the Board. Such meeting shall occur at least 30 days and not more than 60 days following the date of the notice. Such notification shall include names and addresses of the Board of Directors and officers, the address, telephone and fax numbers, and e-mail address of the PID, and shall include reference to the existence of a Governing Document and general file, as described below, maintained by the City.

5.4.3. The PID shall provide the following information to the City on an annual basis, and the PID shall create and maintain a file for public review of the following information.

5.4.3.1. Annual PID budget;

5.4.3.2. Annual audited financial statements of the PID;

5.4.3.3. Total debt authorized and total debt issued and presently planned debt issuances;

- 5.4.3.4. Names and terms of Board members and officers and progress towards milestones required for transition to elected Board;
- 5.4.3.5. Rules and regulations of the PID regarding bidding, conflict of interest, contracting, and other governance matters, if changed;
- 5.4.3.6. List of current interlocal agreements, if changed (to be delivered to City upon request);
- 5.4.3.7. List of all current contracts for services or construction (to be delivered to City upon request);
- 5.4.3.8. Official statements of current outstanding bonded indebtedness, if not previously received by the City;
- 5.4.3.9. Current approved Governing Document, if changed; and
- 5.4.3.10. PID contact information.

5.5. Amendment Provision. Each governing document shall include a provision regarding the procedures for amending or modifying the Governing Document. The following shall be considered significant changes to the Governing Document, thereby requiring approval by the Council:

- 5.5.1. Exclusion or inclusion of property without Governing Document and Statute required approvals;
- 5.5.2. Change in the maximum mill levy, contract fee, or other source of security;
- 5.5.2.5.5.3. The addition of infrastructure improvement projects that were not included in the approved projects list in the governing document;
- 5.5.3.5.5.4. Consolidation with any other district; and
- 5.5.4.5.5.5. Change in the dissolution date.

6. Submittal and Reporting Instructions.

6.1. Annual Financial Information: Submit one copy of each of the annual financial information, as described in the Governing Document to:

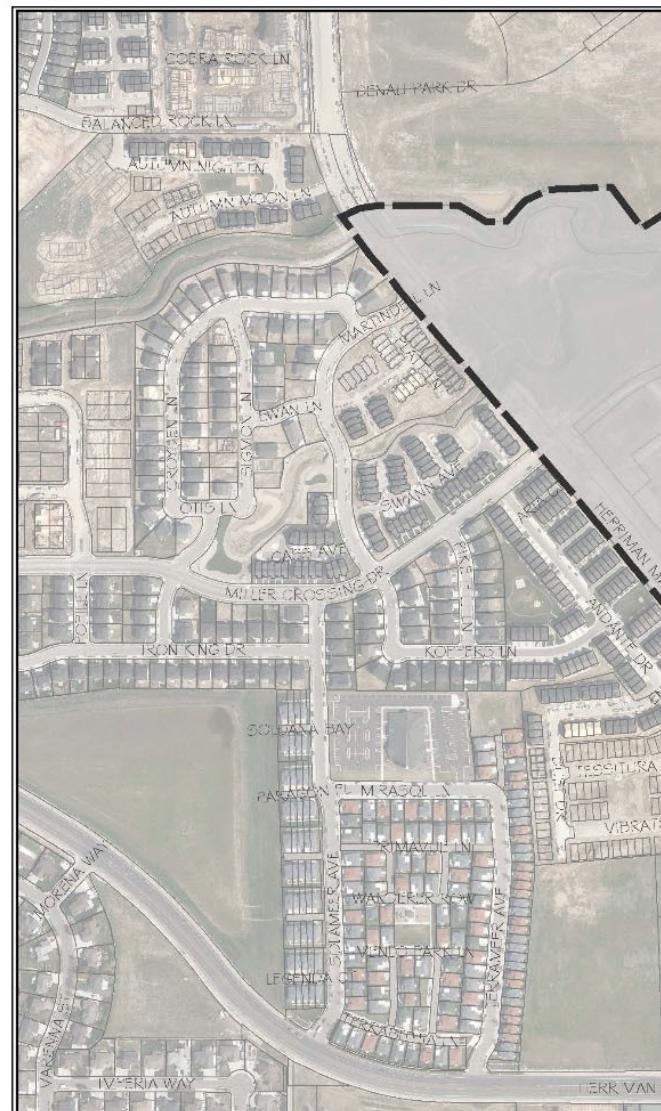
City Manager
5355 W Herriman Main Street
Herriman, Utah 84096
ncherpeski@herriman.org

6.2. All other documents: Submit LOIs, draft Governing Documents, and all other documents (with the required number of copies) to:

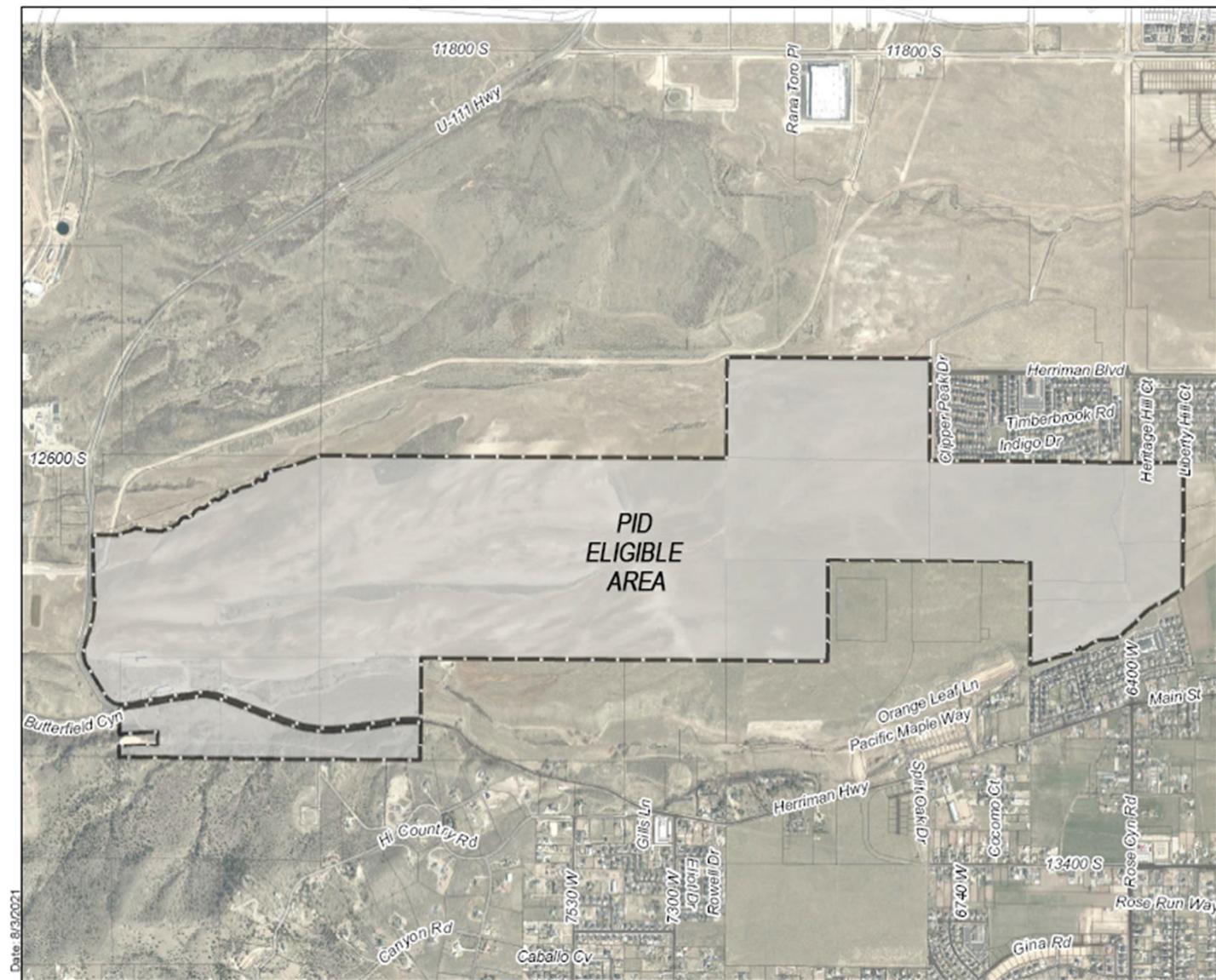
Community Development Director
5355 W Herriman Main Street
Herriman, Utah 84096
bthomas@herriman.org

City Attorney
5355 W. Herriman Main Street
Herriman, Utah 84096
tsheeran@herriman.org

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E X H I B I T 2 Q l r m p i a P I D A r e a



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CP-Administration-003

Establishing Public Infrastructure Districts

1. Purpose and Introduction. The magnitude of local and regional infrastructure needed in Herriman City (the “City”) development and redevelopment areas requires that a broad range of financing tools be available to finance public infrastructure. This policy addresses the minimum criteria under which the City will consider applications for proposed Public Infrastructure Districts (“PID”). The standards and procedures contained herein may be modified by the Herriman City Council (“Council”) at any time. Additional requirements may be imposed by the Council during any of the stages described below. Compliance with these criteria shall not obligate the Council to approve formation of a PID. Final approval of a PID, in the form of a governing document, is subject to approval by the Council in both form and substance. The criteria contained herein are intended to serve as guidelines for the review of letters of intent and PID governing documents (“Governing Document”). This policy has four sections:

- 1.1. Application Process (Section 2)
- 1.2. Fees (Section 3)
- 1.3. The Council’s decision-making criteria (Section 4)
- 1.4. Governing Document requirements (Section 5)
- 1.5. Submittal and Reporting Instructions (Section 6)

2. Application Process A proposed PID will be considered in relation to the best interests of the City. Such interests include using the most appropriate financing mechanism for the type and magnitude of the public improvements to be financed and projects that focus mainly on large public infrastructure projects that benefit the City overall . The following process shall be required for all PID applications.

2.1. **Letter of Intent Required.** An applicant desiring to create a PID shall submit a letter of intent (“LOI”) to the Herriman City Community Development Director. The LOI will be used, as set forth herein, to make a preliminary and non-binding determination about the appropriateness of a PID. A positive CDC recommendation to the LOI does not assure approval of a governing document. The LOI must contain the following:

- 2.1.1. Description and map of PID area including size (acreage), location, area context (significant natural and man-made features, major public improvements, adjacent development), development history, and proposed development;
- 2.1.2. Summary of needed infrastructure, services, and facilities to include:
 - 2.1.2.1. Currently expected development scenario;
 - 2.1.2.2. Required local and regional infrastructure and facilities for such development;
 - 2.1.2.3. Regional and local infrastructure the PID will provide;
 - 2.1.2.4. Estimated construction costs, detailed by line item providing quantities and unit costs for each infrastructure improvement project accompanied with a map showing the location and extent of all infrastructure improvement projects, for the public

improvements;

- 2.1.2.5. Provide a detailed, line-item cost breakdown for all management fees and/or soft costs included in the estimates;
- 2.1.2.6. General description and phasing of construction based on development projections; and
- 2.1.2.7. A sample finance plan depicting the possible sources and uses of funds for the PID;

2.1.3. Proposed timeline for creation of the PID;

2.1.4. Acknowledgement that a consent must be signed prior to the hearing date for the governing document which consent must be signed by all property owners and registered voters, if any, within the proposed PID boundaries approving of the creation of the PID and consenting to the issuance of debt in an amount sufficient for the proposed plan of financing;

2.1.5. Disclosure of any conflicts of interest between the applicant and the officers and employees of the City and

2.1.6. Copies of signed engagement letters between the applicant and applicable consultants and legal counsel retained by the PID whereby applicant agrees to pay fees related to the review of the application and governing document.

2.2. LOI Review Process. The Community Development Committee (“CDC”) is the City’s committee that advises the City Council on development-related matters. The Community Development Director will schedule and hold a CDC meeting to review a PID LOI within 14 days of receipt of such LOI. The CDC will review the LOI utilizing the criteria contained herein to determine whether or not to direct the applicant to proceed with preparation of a draft Governing Document for submittal to the Council. A positive CDC recommendation does not assure approval of the Governing Document by the Council.

2.3. Submission of Governing Document

- 2.3.1. If the concept for the PID as contained in the letter of intent is approved by the CDC, the applicant shall submit a draft Governing Document to the Community Development Director and City Attorney.
- 2.3.2. The draft Governing Document will be reviewed by the CDC for compliance with the criteria and requirements contained herein. The CDC will discuss with Council’s issues that arise during this drafting period to have such issues resolved.
- 2.3.3. The final Governing Document will be forwarded to the Council for consideration through the standard legislative approval processes.

3. **Fees.** No PID LOI, Governing Document, or application shall be processed or reviewed until the appropriate fee(s) set forth herein are paid to the City. The fees for a PID application are as follows:

- 3.1. Letter of Intent. A PID Application and non-refundable fee of \$100 shall be paid for each PID LOI submitted by an applicant. This fee is reasonable and appropriate to cover the cost of staff and CDC review.
- 3.2. Governing Document. A non-refundable fee of \$1,000 shall be paid for each governing document submitted in accordance with this policy. This fee is reasonable and appropriate to cover legal and other staff review.
- 3.3. Other Expenses. In the event the cost of review for the City exceed the application fees, the Applicant for shall pay all reasonable consultant, legal, and other fees and expenses incurred by the City in the process of reviewing the LOI, draft Governing Document, documents related to a bond issue, and other such fees and expenses as may be necessary to interface with the proposed PID. All such fees and expenses shall be paid within 30 days of receipt of an invoice for these additional fees and expenses.

4. **Council's Criteria for Evaluating Proposed PIDs**. The following criteria provide thresholds for consideration. Compliance with some or all of these criteria is desired; however, alternative approaches may be considered.
 - 4.1. Public Benefit. Formation of a PID must bestow certain benefits on the PIDs proponents and each PID is expected to provide public benefit consistent with the City's public policy goals. Components of public benefit to be considered may include:
 - 4.1.1. Resulting development that is in conformance with the City's Comprehensive Plan and all applicable supplements;
 - 4.1.2. Provision of and/or contribution to needed regional and sub-regional infrastructure;
 - 4.1.3. Sustainable design including multimodal transportation, water conserving landscape design, thoughtful development phasing, green building design, street connectivity, pedestrian-friendly design, and formation of and participation in transportation management programs;
 - 4.1.4. The PID will be required to contribute funds to the City in order to satisfy any obligations made by the City to reimburse an entity for infrastructure improvements that were installed previously that the development resulting from the PID is dependent on.
 - 4.2. Evaluation of Applicant. The following criteria relating to the applicant and the development being served by the PID will be considered:
 - 4.2.1. Historical performance of the applicant (within and outside of the City);
 - 4.2.2. The current proposed financing plan for the PID;
 - 4.2.3. Credit worthiness of the applicant;
 - 4.2.4. The current development plans relationship to the master plans of the City; and
 - 4.2.5. The regional or overall benefits to the City from the proposed finance plan.
 - 4.3. Other Evaluation Criteria and Consideration.
 - 4.3.1. PIDs should not include land that is already included within the boundaries of

another PID without express provision in an adopted Governing Document. In such cases, the relationship with the existing PID must be addressed in the Governing Document.

- 4.3.2. A PID planning to levy more than 10 mills of tax for repayment of limited tax bonds will not be considered without sufficient justification as to why additional mills are necessary and reasonable for the development.
- 4.3.3. There must be a demonstrated public benefit directly resulting from the creation of the PID and its undertakings as described in the Governing Document.

5. **Governing Document Requirements**. In addition to the requirements of state law, a Governing Document should memorialize the understandings between the PID and the City as well as the considerations that compelled the City to authorize the formation of the PID. The Governing Document for the proposed PID shall be reviewed by the City's legal department, CDC, and other staff for compliance with the following policies and requirements.

5.1. Description of PID.

- 5.1.1. Description and map of PID area including size (acreage), location, area context (significant natural and man-made features, major public improvements, adjacent development), development history, and proposed development scenario (land uses by type and intensity and general urban design character);
- 5.1.2. Description of the public benefit resulting from the creation of the PID;
- 5.1.3. Description of proposed development within the boundaries of the PID including general distribution of land uses and densities and phasing of development;
- 5.1.4. If the PID boundaries overlap with another PID, an explanation of the relationship between the two PIDS;
- 5.1.5. Itemization, description, and project map of all needed infrastructure (both regional and local) and facilities in the PID's area;
- 5.1.6. Estimated construction costs of such infrastructure;
 - 5.1.6.1. Provide cost estimates in a line-item form with quantities and unit costs provided for each line item;
 - 5.1.6.1.1. Provide a description and line-item cost breakdown for all management fees and soft costs included in the cost estimate;
 - 5.1.6.2. Provide a project map identifying each infrastructure improvement project that is included in the cost estimate;
- 5.1.7. General description of phasing of construction based on development projections;
- 5.1.8. Description of the ultimate ownership and provision for the ongoing operating and maintenance costs for infrastructure;
- 5.1.9. Description of any proposed divisions and an inclusion/exclusion process as

appropriate; and

- 5.1.10. Proposed governance plan, including initial Board structure and transition from appointed Board to elected Board.

5.2. Financial plan information

- 5.2.1. Proforma financial overview of total costs and revenues from all revenue sources;
- 5.2.2. An example financial plan showing a proposal of how the financing might take place, recognizing that the actual financing terms and structure will be approved by the board of trustees of the PID (the “Board”) within the parameters of this Governing Document;
- 5.2.3. Anticipated maximum or fixed maximum mill levy required to meet debt service of the PID;
- 5.2.4. Analysis of proposed mill levies in light of outstanding debt and mill levies of other taxing entities affecting the area;
- 5.2.5. Comparison of the mill levies of similar taxing entities in the area;
- 5.2.6. Proposed operating budgets for the PID’s first three years of existence; and
- 5.2.7. Any other forms of public financing and assistance being sought.

5.3. Other Requirements and Expectations.

- 5.3.1. Only public improvements may be funded with the PID funds.
- 5.3.2. All debt issued by the PID for which a tax is pledged to pay the debt service shall meet the requirements of all applicable statutes.
- 5.3.3. Land, easements, or improvements to be conveyed or dedicated to the City and any other local government entity shall be conveyed in accordance with the related standards at no cost to receiving governmental entity.
- 5.3.4. All public infrastructure within the PID shall be subject to all design and inspection requirements and other standards of such public entity.
- 5.3.5. The PID shall not pledge as security any land, assets, or funds to be transferred to the City.
- 5.3.6. The PID shall be subject to City zoning, subdivision, building codes, and all other applicable City ordinances and regulations. Approval of the Governing Document shall not bind the City to approve other matters which the PID or developer may request that are otherwise governed by state law or local ordinance.
- 5.3.7. The PID shall pay all fees and expenses as provided in the Governing Document.
- 5.3.8. The PID may not double tax, whether by mill levy, assessment, impact fees, or any combination thereof; any end user for the costs of public improvements.

5.3.9. The PID may be required to follow approved City procurement standards for infrastructure construction.

5.4. Disclosure and Reporting Requirements.

5.4.1. Disclosure of the existence of the PID to property owners and potential property owners within the PID area is of high importance to the Council and, as such, the following disclosures are to be made by each PID and shall be included in the Governing Document.

5.4.1.1. Within 30 days after the formation of a PID, the Board shall record a notice with the county recorder containing the following:

5.4.1.1.1. a description of the boundaries of the PID;

5.4.1.1.2. a notice stating that a copy of the Governing Document is on file at the office of City;

5.4.1.1.3. a notice Stating that the PID may finance and repay infrastructure and other improvements through the levy of a property tax or via other means (with the other means to be described in detail);

5.4.1.1.4. the maximum rate the PID may levy; and

5.4.1.1.5. if applicable, stating that the debt may convert to general obligation debt and outlining the provisions relating to conversion.

5.4.2. At least annually following the formation of the PID, the PID shall notify (by mail, e-mail, or posting to the PID's website) property owners in the PID of the existence of the PID and of the next scheduled meeting of the Board. Such meeting shall occur at least 30 days and not more than 60 days following the date of the notice. Such notification shall include names and addresses of the Board of Directors and officers, the address, telephone and fax numbers, and e-mail address of the PID, and shall include reference to the existence of a Governing Document and general file, as described below, maintained by the City.

5.4.3. The PID shall provide the following information to the City on an annual basis, and the PID shall create and maintain a file for public review of the following information.

5.4.3.1. Annual PID budget;

5.4.3.2. Annual audited financial statements of the PID;

5.4.3.3. Total debt authorized and total debt issued and presently planned debt issuances;

- 5.4.3.4. Names and terms of Board members and officers and progress towards milestones required for transition to elected Board;
- 5.4.3.5. Rules and regulations of the PID regarding bidding, conflict of interest, contracting, and other governance matters, if changed;
- 5.4.3.6. List of current interlocal agreements, if changed (to be delivered to City upon request);
- 5.4.3.7. List of all current contracts for services or construction (to be delivered to City upon request);
- 5.4.3.8. Official statements of current outstanding bonded indebtedness, if not previously received by the City;
- 5.4.3.9. Current approved Governing Document, if changed; and
- 5.4.3.10. PID contact information.

5.5. Amendment Provision. Each governing document shall include a provision regarding the procedures for amending or modifying the Governing Document. The following shall be considered significant changes to the Governing Document, thereby requiring approval by the Council:

- 5.5.1. Exclusion or inclusion of property without Governing Document and Statute required approvals;
- 5.5.2. Change in the maximum mill levy, contract fee, or other source of security;
- 5.5.3. The addition of infrastructure improvement projects that were not included in the approved projects list in the governing document;
- 5.5.4. Consolidation with any other district; and
- 5.5.5. Change in the dissolution date.

6. Submittal and Reporting Instructions.

6.1. Annual Financial Information: Submit one copy of each of the annual financial information, as described in the Governing Document to:

City Manager
5355 W Herriman Main Street
Herriman, Utah 84096
ncherpeski@herriman.org

6.2. All other documents: Submit LOIs, draft Governing Documents, and all other documents (with the required number of copies) to:

Community Development Director 5355 W Herriman
Main Street Herriman, Utah 84096
bthomas@herriman.org

City Attorney
5355 W. Herriman Main Street Herriman, Utah 84096
tsheeran@herriman.org

CP-Administration-003

Establishing Public Infrastructure Districts

1. Purpose and Introduction. The magnitude of local and regional infrastructure needed in Herriman City (the “City”) development and redevelopment areas requires that a broad range of financing tools be available to finance public infrastructure. This policy addresses the minimum criteria under which the City will consider applications for proposed Public Infrastructure Districts (“PID”). The standards and procedures contained herein may be modified by the Herriman City Council (“Council”) at any time. Additional requirements may be imposed by the Council during any of the stages described below. Compliance with these criteria shall not obligate the Council to approve formation of a PID. Final approval of a PID, in the form of a governing document, is subject to approval by the Council in both form and substance. The criteria contained herein are intended to serve as guidelines for the review of letters of intent and PID governing documents (“Governing Document”). This policy has four sections:

- 1.1. Application Process (Section 2)
- 1.2. Fees (Section 3)
- 1.3. The Council’s decision-making criteria (Section 4)
- 1.4. Governing Document requirements (Section 5)
- 1.5. Submittal and Reporting Instructions (Section 6)

2. Application Process A proposed PID will be considered in relation to the best interests of the City. Such interests include using the most appropriate financing mechanism for the type and magnitude of the public improvements to be financed and projects that focus mainly on large public infrastructure projects that benefit the City overall. The following process shall be required for all PID applications.

2.1. **Letter of Intent Required.** An applicant desiring to create a PID shall submit a letter of intent (“LOI”) to the Herriman City Community Development Director. The LOI will be used, as set forth herein, to make a preliminary and non-binding determination about the appropriateness of a PID. A positive CDC recommendation to the LOI does not assure approval of a governing document. The LOI must contain the following:

- 2.1.1. Description and map of PID area including size (acreage), location, area context (significant natural and man-made features, major public improvements, adjacent development), development history, and proposed development;
- 2.1.2. Summary of needed infrastructure, services, and facilities to include:
 - 2.1.2.1. Currently expected development scenario;
 - 2.1.2.2. Required local and regional infrastructure and facilities for such development;
 - 2.1.2.3. Regional and local infrastructure the PID will provide;
 - 2.1.2.4. Estimated construction costs, detailed by line item providing quantities and unit costs for each infrastructure improvement project accompanied with a map showing the location and extent of all infrastructure improvement projects, for the public

improvements;

2.1.2.4.2.1.2.5. Provide a detailed, line-item cost breakdown for all management fees and/or soft costs included in the estimates.

2.1.2.5.2.1.2.6. General description and phasing of construction based on development projections; and

2.1.2.6.2.1.2.7. A sample finance plan depicting the possible sources and uses of funds for the PID;

- 2.1.3. Proposed timeline for creation of the PID;
- 2.1.4. Acknowledgement that a consent must be signed prior to the hearing date for the governing document which consent must be signed by all property owners and registered voters, if any, within the proposed PID boundaries approving of the creation of the PID and consenting to the issuance of debt in an amount sufficient for the proposed plan of financing;
- 2.1.5. Disclosure of any conflicts of interest between the applicant and the officers and employees of the City and
- 2.1.6. Copies of signed engagement letters between the applicant and applicable consultants and legal counsel retained by the PID whereby applicant agrees to pay fees related to the review of the application and governing document.

- 2.2. LOI Review Process. The Community Development Committee (“CDC”) is the City’s committee that advises the City Council on development-related matters. The Community Development Director will schedule and hold a CDC meeting to review a PID LOI within 14 days of receipt of such LOI. The CDC will review the LOI utilizing the criteria contained herein to determine whether or not to direct the applicant to proceed with preparation of a draft Governing Document for submittal to the Council. A positive CDC recommendation does not assure approval of the Governing Document by the Council.
- 2.3. Submission of Governing Document
 - 2.3.1. If the concept for the PID as contained in the letter of intent is approved by the CDC, the applicant shall submit a draft Governing Document to the Community Development Director and City Attorney.
 - 2.3.2. The draft Governing Document will be reviewed by the CDC for compliance with the criteria and requirements contained herein. The CDC will discuss with Council’s issues that arise during this drafting period to have such issues resolved.
 - 2.3.3. The final Governing Document will be forwarded to the Council for consideration through the standard legislative approval processes.
3. **Fees.** No PID LOI, Governing Document, or application shall be processed or reviewed until the appropriate fee(s) set forth herein are paid to the City. The fees for a PID application are as follows:

- 3.1. Letter of Intent. A PID Application and non-refundable fee of \$100 shall be paid for each PID LOI submitted by an applicant. This fee is reasonable and appropriate to cover the cost of staff and CDC review.
- 3.2. Governing Document. A non-refundable fee of \$1,000 shall be paid for each governing document submitted in accordance with this policy. This fee is reasonable and appropriate to cover legal and other staff review.
- 3.3. Other Expenses. In the event the cost of review for the City exceed the application fees, the Applicant for shall pay all reasonable consultant, legal, and other fees and expenses incurred by the City in the process of reviewing the LOI, draft Governing Document, documents related to a bond issue, and other such fees and expenses as may be necessary to interface with the proposed PID. All such fees and expenses shall be paid within 30 days of receipt of an invoice for these additional fees and expenses.

4. **Council's Criteria for Evaluating Proposed PIDs**. The following criteria provide thresholds for consideration. Compliance with some or all of these criteria is desired; however, alternative approaches may be considered.
 - 4.1. Public Benefit. Formation of a PID must bestow certain benefits on the PIDs proponents and each PID is expected to provide public benefit consistent with the City's public policy goals. Components of public benefit to be considered may include:
 - 4.1.1. Resulting development that is in conformance with the City's Comprehensive Plan and all applicable supplements;
 - 4.1.2. Provision of and/or contribution to needed regional and sub-regional infrastructure;
 - 4.1.3. Sustainable design including multimodal transportation, water conserving landscape design, thoughtful development phasing, green building design, street connectivity, pedestrian-friendly design, and formation of and participation in transportation management programs;
 - 4.1.3.4.1.4. The PID will be required to contribute funds to the City in order to satisfy any obligations made by the City to reimburse an entity for infrastructure improvements that were installed previously that the development resulting from the PID is dependent on.
 - 4.2. Evaluation of Applicant. The following criteria relating to the applicant and the development being served by the PID will be considered:
 - 4.2.1. Historical performance of the applicant (within and outside of the City);
 - 4.2.2. The current proposed financing plan for the PID;
 - 4.2.3. Credit worthiness of the applicant;
 - 4.2.4. The current development plans relationship to the master plans of the City; and
 - 4.2.5. The regional or overall benefits to the City from the proposed finance plan.
 - 4.3. Other Evaluation Criteria and Consideration.
 - 4.3.1. PIDs should not include land that is already included within the boundaries of

another PID without express provision in an adopted Governing Document. In

such cases, the relationship with the existing PID must be addressed in the Governing Document.

- 4.3.2. A PID planning to levy more than 10 mills of tax for repayment of limited tax bonds will not be considered without sufficient justification as to why additional mills are necessary and reasonable for the development.
- 4.3.3. There must be a demonstrated public benefit directly resulting from the creation of the PID and its undertakings as described in the Governing Document.
- 4.3.4. ~~PIDs shall only be considered for the Area depicted in Exhibit 1 (the “Automall”). The City may also consider the creation of one or more PIDs in the proposed annexation area known as Olympia and depicted in Exhibit 2 so long as the financing mechanism for such PIDs are based upon a contract fee and not a mill levy assessed against the property owners located within the PID.~~

5. **Governing Document Requirements.** In addition to the requirements of state law, a Governing Document should memorialize the understandings between the PID and the City as well as the considerations that compelled the City to authorize the formation of the PID. The Governing Document for the proposed PID shall be reviewed by the City’s legal department, CDC, and other staff for compliance with the following policies and requirements.

- 5.1. **Description of PID.**

- 5.1.1. Description and map of PID area including size (acreage), location, area context (significant natural and man-made features, major public improvements, adjacent development), development history, and proposed development scenario (land uses by type and intensity and general urban design character);
 - 5.1.2. Description of the public benefit resulting from the creation of the PID;
 - 5.1.3. Description of proposed development within the boundaries of the PID including general distribution of land uses and densities and phasing of development;
 - 5.1.4. If the PID boundaries overlap with another PID, an explanation of the relationship between the two PIDS;
 - 5.1.5. Itemization, description, and project map of all needed infrastructure (both regional and local) and facilities in the PID’s area;

- 5.1.6. Estimated construction costs of such infrastructure;

- 5.1.6.1. Provide cost estimates in a line-item form with quantities and unit costs provided for each line item;

- 5.1.6.1.1. Provide a description and line-item cost breakdown for all management fees and soft costs included in the cost estimate;

- 5.1.6.5.1.6.2. Provide a project map identifying each infrastructure improvement project that is included in the cost estimate;

- 5.1.7. General description of phasing of construction based on development projections;

- 5.1.8. Description of the ultimate ownership and provision for the ongoing operating and maintenance costs for infrastructure;
- 5.1.9. Description of any proposed divisions and an inclusion/exclusion process as appropriate; and

5.1.10. Proposed governance plan, including initial Board structure and transition from appointed Board to elected Board.

5.2. Financial plan information

- 5.2.1. Proforma financial overview of total costs and revenues from all revenue sources;
- 5.2.2. An example financial plan showing a proposal of how the financing might take place, recognizing that the actual financing terms and structure will be approved by the board of trustees of the PID (the “Board”) within the parameters of this Governing Document;
- 5.2.3. Anticipated maximum or fixed maximum mill levy required to meet debt service of the PID;
- 5.2.4. Analysis of proposed mill levies in light of outstanding debt and mill levies of other taxing entities affecting the area;
- 5.2.5. Comparison of the mill levies of similar taxing entities in the area;
- 5.2.6. Proposed operating budgets for the PID’s first three years of existence; and
- 5.2.7. Any other forms of public financing and assistance being sought.

5.3. Other Requirements and Expectations.

- 5.3.1. Only public improvements may be funded with the PID funds.
- 5.3.2. All debt issued by the PID for which a tax is pledged to pay the debt service shall meet the requirements of all applicable statutes.
- 5.3.3. Land, easements, or improvements to be conveyed or dedicated to the City and any other local government entity shall be conveyed in accordance with the related standards at no cost to receiving governmental entity.
- 5.3.4. All public infrastructure within the PID shall be subject to all design and inspection requirements and other standards of such public entity.
- 5.3.5. The PID shall not pledge as security any land, assets, or funds to be transferred to the City.
- 5.3.6. The PID shall be subject to City zoning, subdivision, building codes, and all other applicable City ordinances and regulations. Approval of the Governing Document shall not bind the City to approve other matters which the PID or developer may request that are otherwise governed by state law or local ordinance.
- 5.3.7. The PID shall pay all fees and expenses as provided in the Governing Document.
- 5.3.8. The PID may not double tax, whether by mill levy, assessment, impact fees, or any combination thereof; any end user for the costs of public improvements.

5.3.9. The PID may be required to follow approved City procurement standards for infrastructure construction.

5.4. Disclosure and Reporting Requirements.

5.4.1. Disclosure of the existence of the PID to property owners and potential property owners within the PID area is of high importance to the Council and, as such, the following disclosures are to be made by each PID and shall be included in the Governing Document.

5.4.1.1. Within 30 days after the formation of a PID, the Board shall record a notice with the county recorder containing the following:

5.4.1.1.1. a description of the boundaries of the PID;

5.4.1.1.2. a notice stating that a copy of the Governing Document is on file at the office of City;

5.4.1.1.3. a notice Stating that the PID may finance and repay infrastructure and other improvements through the levy of a property tax or via other means (with the other means to be described in detail);

5.4.1.1.4. the maximum rate the PID may levy; and

5.4.1.1.5. if applicable, stating that the debt may convert to general obligation debt and outlining the provisions relating to conversion.

5.4.2. At least annually following the formation of the PID, the PID shall notify (by mail, e-mail, or posting to the PID's website) property owners in the PID of the existence of the PID and of the next scheduled meeting of the Board. Such meeting shall occur at least 30 days and not more than 60 days following the date of the notice. Such notification shall include names and addresses of the Board of Directors and officers, the address, telephone and fax numbers, and e-mail address of the PID, and shall include reference to the existence of a Governing Document and general file, as described below, maintained by the City.

5.4.3. The PID shall provide the following information to the City on an annual basis, and the PID shall create and maintain a file for public review of the following information.

5.4.3.1. Annual PID budget;

5.4.3.2. Annual audited financial statements of the PID;

5.4.3.3. Total debt authorized and total debt issued and presently planned debt issuances;

- 5.4.3.4. Names and terms of Board members and officers and progress towards milestones required for transition to elected Board;
- 5.4.3.5. Rules and regulations of the PID regarding bidding, conflict of interest, contracting, and other governance matters, if changed;
- 5.4.3.6. List of current interlocal agreements, if changed (to be delivered to City upon request);
- 5.4.3.7. List of all current contracts for services or construction (to be delivered to City upon request);
- 5.4.3.8. Official statements of current outstanding bonded indebtedness, if not previously received by the City;
- 5.4.3.9. Current approved Governing Document, if changed; and
- 5.4.3.10. PID contact information.

5.5. Amendment Provision. Each governing document shall include a provision regarding the procedures for amending or modifying the Governing Document. The following shall be considered significant changes to the Governing Document, thereby requiring approval by the Council:

- 5.5.1. Exclusion or inclusion of property without Governing Document and Statute required approvals;
- 5.5.2. Change in the maximum mill levy, contract fee, or other source of security;
- 5.5.2.5.5.3. The addition of infrastructure improvement projects that were not included in the approved projects list in the governing document;
- 5.5.3.5.5.4. Consolidation with any other district; and
- 5.5.4.5.5.5. Change in the dissolution date.

6. Submittal and Reporting Instructions.

6.1. Annual Financial Information: Submit one copy of each of the annual financial information, as described in the Governing Document to:

City Manager
 5355 W Herriman Main Street
 Herriman, Utah 84096
ncherpeski@herriman.org

6.2. All other documents: Submit LOIs, draft Governing Documents, and all other documents (with the required number of copies) to:

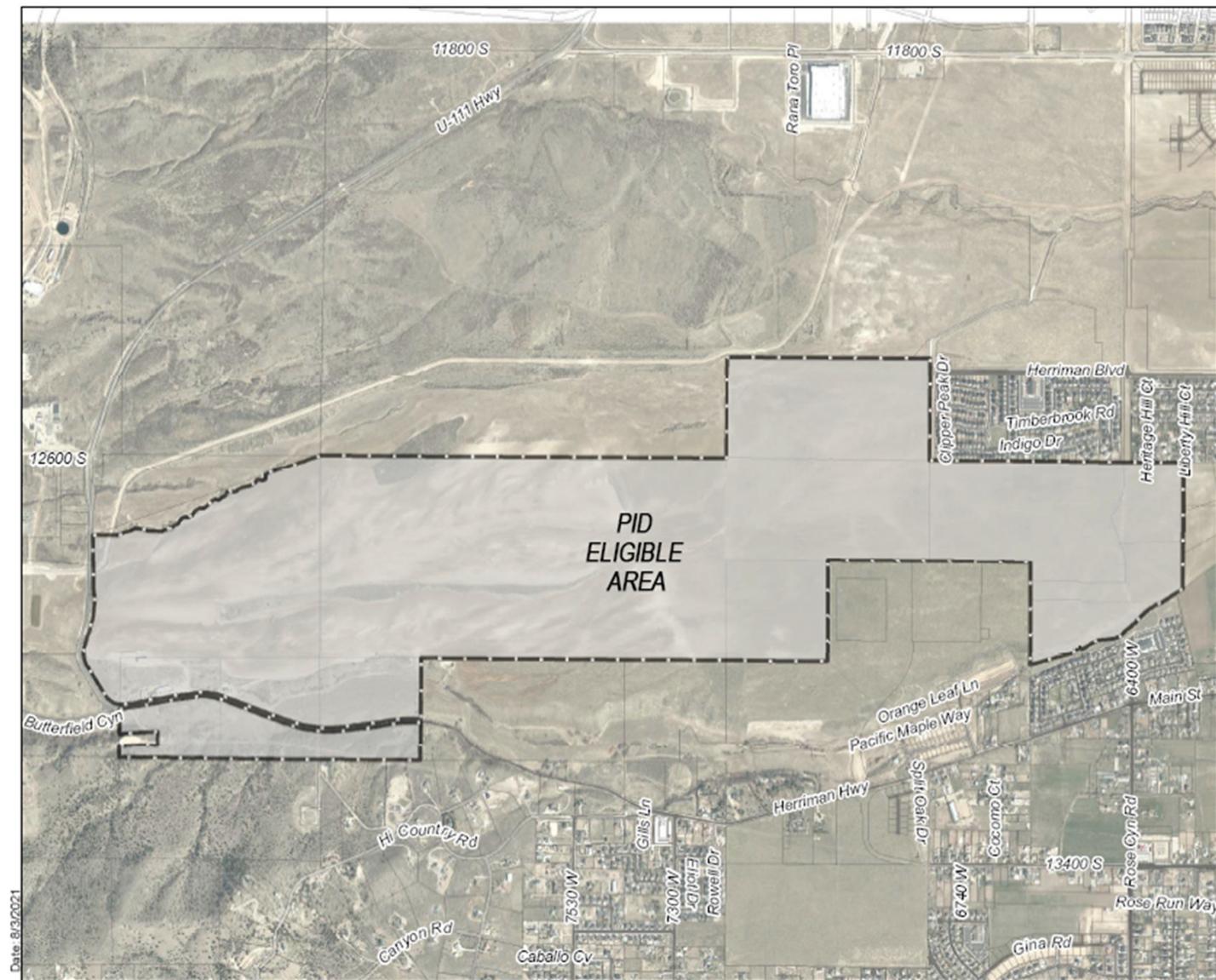
Community Development Director
5355 W Herriman Main Street
Herriman, Utah 84096
bthomas@herriman.org

City Attorney
5355 W. Herriman Main Street
Herriman, Utah 84096
tsheeran@herriman.org

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CP-Administration-003

Establishing Public Infrastructure Districts

1. Purpose and Introduction. The magnitude of local and regional infrastructure needed in Herriman City (the “City”) development and redevelopment areas requires that a broad range of financing tools be available to finance public infrastructure. This policy addresses the minimum criteria under which the City will consider applications for proposed Public Infrastructure Districts (“PID”). The standards and procedures contained herein may be modified by the Herriman City Council (“Council”) at any time. Additional requirements may be imposed by the Council during any of the stages described below. Compliance with these criteria shall not obligate the Council to approve formation of a PID. Final approval of a PID, in the form of a governing document, is subject to approval by the Council in both form and substance. The criteria contained herein are intended to serve as guidelines for the review of letters of intent and PID governing documents (“Governing Document”). This policy has four sections:

- 1.1. Application Process (Section 2)
- 1.2. Fees (Section 3)
- 1.3. The Council’s decision-making criteria (Section 4)
- 1.4. Governing Document requirements (Section 5)
- 1.5. Submittal and Reporting Instructions (Section 6)

2. Application Process A proposed PID will be considered in relation to the best interests of the City. Such interests include using the most appropriate financing mechanism for the type and magnitude of the public improvements to be financed and projects that focus mainly on large public infrastructure projects that benefit the City overall . The following process shall be required for all PID applications.

2.1. **Letter of Intent Required.** An applicant desiring to create a PID shall submit a letter of intent (“LOI”) to the Herriman City Community Development Director. The LOI will be used, as set forth herein, to make a preliminary and non-binding determination about the appropriateness of a PID. A positive CDC recommendation to the LOI does not assure approval of a governing document. The LOI must contain the following:

- 2.1.1. Description and map of PID area including size (acreage), location, area context (significant natural and man-made features, major public improvements, adjacent development), development history, and proposed development;
- 2.1.2. Summary of needed infrastructure, services, and facilities to include:
 - 2.1.2.1. Currently expected development scenario;
 - 2.1.2.2. Required local and regional infrastructure and facilities for such development;
 - 2.1.2.3. Regional and local infrastructure the PID will provide;
 - 2.1.2.4. Estimated construction costs, detailed by line item providing quantities and unit costs for each infrastructure improvement project accompanied with a map showing the location and extent of all infrastructure improvement projects, for the public

improvements;

- 2.1.2.5. Provide a detailed, line-item cost breakdown for all management fees and/or soft costs included in the estimates;
- 2.1.2.6. General description and phasing of construction based on development projections; and
- 2.1.2.7. A sample finance plan depicting the possible sources and uses of funds for the PID;

2.1.3. Proposed timeline for creation of the PID;

2.1.4. Acknowledgement that a consent must be signed prior to the hearing date for the governing document which consent must be signed by all property owners and registered voters, if any, within the proposed PID boundaries approving of the creation of the PID and consenting to the issuance of debt in an amount sufficient for the proposed plan of financing;

2.1.5. Disclosure of any conflicts of interest between the applicant and the officers and employees of the City and

2.1.6. Copies of signed engagement letters between the applicant and applicable consultants and legal counsel retained by the PID whereby applicant agrees to pay fees related to the review of the application and governing document.

2.2. LOI Review Process. The Community Development Committee (“CDC”) is the City’s committee that advises the City Council on development-related matters. The Community Development Director will schedule and hold a CDC meeting to review a PID LOI within 14 days of receipt of such LOI. The CDC will review the LOI utilizing the criteria contained herein to determine whether or not to direct the applicant to proceed with preparation of a draft Governing Document for submittal to the Council. A positive CDC recommendation does not assure approval of the Governing Document by the Council.

2.3. Submission of Governing Document

- 2.3.1. If the concept for the PID as contained in the letter of intent is approved by the CDC, the applicant shall submit a draft Governing Document to the Community Development Director and City Attorney.
- 2.3.2. The draft Governing Document will be reviewed by the CDC for compliance with the criteria and requirements contained herein. The CDC will discuss with Council’s issues that arise during this drafting period to have such issues resolved.
- 2.3.3. The final Governing Document will be forwarded to the Council for consideration through the standard legislative approval processes.

3. **Fees.** No PID LOI, Governing Document, or application shall be processed or reviewed until the appropriate fee(s) set forth herein are paid to the City. The fees for a PID application are as follows:

- 3.1. Letter of Intent. A PID Application and non-refundable fee of \$100 shall be paid for each PID LOI submitted by an applicant. This fee is reasonable and appropriate to cover the cost of staff and CDC review.
- 3.2. Governing Document. A non-refundable fee of \$1,000 shall be paid for each governing document submitted in accordance with this policy. This fee is reasonable and appropriate to cover legal and other staff review.
- 3.3. Other Expenses. In the event the cost of review for the City exceed the application fees, the Applicant for shall pay all reasonable consultant, legal, and other fees and expenses incurred by the City in the process of reviewing the LOI, draft Governing Document, documents related to a bond issue, and other such fees and expenses as may be necessary to interface with the proposed PID. All such fees and expenses shall be paid within 30 days of receipt of an invoice for these additional fees and expenses.

4. **Council's Criteria for Evaluating Proposed PIDs**. The following criteria provide thresholds for consideration. Compliance with some or all of these criteria is desired; however, alternative approaches may be considered.
 - 4.1. Public Benefit. Formation of a PID must bestow certain benefits on the PIDs proponents and each PID is expected to provide public benefit consistent with the City's public policy goals. Components of public benefit to be considered may include:
 - 4.1.1. Resulting development that is in conformance with the City's Comprehensive Plan and all applicable supplements;
 - 4.1.2. Provision of and/or contribution to needed regional and sub-regional infrastructure;
 - 4.1.3. Sustainable design including multimodal transportation, water conserving landscape design, thoughtful development phasing, green building design, street connectivity, pedestrian-friendly design, and formation of and participation in transportation management programs;
 - 4.1.4. The PID will be required to contribute funds to the City in order to satisfy any obligations made by the City to reimburse an entity for infrastructure improvements that were installed previously that the development resulting from the PID is dependent on.
 - 4.2. Evaluation of Applicant. The following criteria relating to the applicant and the development being served by the PID will be considered:
 - 4.2.1. Historical performance of the applicant (within and outside of the City);
 - 4.2.2. The current proposed financing plan for the PID;
 - 4.2.3. Credit worthiness of the applicant;
 - 4.2.4. The current development plans relationship to the master plans of the City; and
 - 4.2.5. The regional or overall benefits to the City from the proposed finance plan.
 - 4.3. Other Evaluation Criteria and Consideration.
 - 4.3.1. PIDs should not include land that is already included within the boundaries of

another PID without express provision in an adopted Governing Document. In such cases, the relationship with the existing PID must be addressed in the Governing Document.

- 4.3.2. A PID planning to levy more than 10 mills of tax for repayment of limited tax bonds will not be considered without sufficient justification as to why additional mills are necessary and reasonable for the development.
- 4.3.3. There must be a demonstrated public benefit directly resulting from the creation of the PID and its undertakings as described in the Governing Document.

5. **Governing Document Requirements**. In addition to the requirements of state law, a Governing Document should memorialize the understandings between the PID and the City as well as the considerations that compelled the City to authorize the formation of the PID. The Governing Document for the proposed PID shall be reviewed by the City's legal department, CDC, and other staff for compliance with the following policies and requirements.

5.1. Description of PID.

- 5.1.1. Description and map of PID area including size (acreage), location, area context (significant natural and man-made features, major public improvements, adjacent development), development history, and proposed development scenario (land uses by type and intensity and general urban design character);
- 5.1.2. Description of the public benefit resulting from the creation of the PID;
- 5.1.3. Description of proposed development within the boundaries of the PID including general distribution of land uses and densities and phasing of development;
- 5.1.4. If the PID boundaries overlap with another PID, an explanation of the relationship between the two PIDS;
- 5.1.5. Itemization, description, and project map of all needed infrastructure (both regional and local) and facilities in the PID's area;
- 5.1.6. Estimated construction costs of such infrastructure;
 - 5.1.6.1. Provide cost estimates in a line-item form with quantities and unit costs provided for each line item;
 - 5.1.6.1.1. Provide a description and line-item cost breakdown for all management fees and soft costs included in the cost estimate;
 - 5.1.6.2. Provide a project map identifying each infrastructure improvement project that is included in the cost estimate;
- 5.1.7. General description of phasing of construction based on development projections;
- 5.1.8. Description of the ultimate ownership and provision for the ongoing operating and maintenance costs for infrastructure;
- 5.1.9. Description of any proposed divisions and an inclusion/exclusion process as

appropriate; and

- 5.1.10. Proposed governance plan, including initial Board structure and transition from appointed Board to elected Board.

5.2. Financial plan information

- 5.2.1. Proforma financial overview of total costs and revenues from all revenue sources;
- 5.2.2. An example financial plan showing a proposal of how the financing might take place, recognizing that the actual financing terms and structure will be approved by the board of trustees of the PID (the “Board”) within the parameters of this Governing Document;
- 5.2.3. Anticipated maximum or fixed maximum mill levy required to meet debt service of the PID;
- 5.2.4. Analysis of proposed mill levies in light of outstanding debt and mill levies of other taxing entities affecting the area;
- 5.2.5. Comparison of the mill levies of similar taxing entities in the area;
- 5.2.6. Proposed operating budgets for the PID’s first three years of existence; and
- 5.2.7. Any other forms of public financing and assistance being sought.

5.3. Other Requirements and Expectations.

- 5.3.1. Only public improvements may be funded with the PID funds.
- 5.3.2. All debt issued by the PID for which a tax is pledged to pay the debt service shall meet the requirements of all applicable statutes.
- 5.3.3. Land, easements, or improvements to be conveyed or dedicated to the City and any other local government entity shall be conveyed in accordance with the related standards at no cost to receiving governmental entity.
- 5.3.4. All public infrastructure within the PID shall be subject to all design and inspection requirements and other standards of such public entity.
- 5.3.5. The PID shall not pledge as security any land, assets, or funds to be transferred to the City.
- 5.3.6. The PID shall be subject to City zoning, subdivision, building codes, and all other applicable City ordinances and regulations. Approval of the Governing Document shall not bind the City to approve other matters which the PID or developer may request that are otherwise governed by state law or local ordinance.
- 5.3.7. The PID shall pay all fees and expenses as provided in the Governing Document.
- 5.3.8. The PID may not double tax, whether by mill levy, assessment, impact fees, or any combination thereof; any end user for the costs of public improvements.

5.3.9. The PID may be required to follow approved City procurement standards for infrastructure construction.

5.4. Disclosure and Reporting Requirements.

5.4.1. Disclosure of the existence of the PID to property owners and potential property owners within the PID area is of high importance to the Council and, as such, the following disclosures are to be made by each PID and shall be included in the Governing Document.

5.4.1.1. Within 30 days after the formation of a PID, the Board shall record a notice with the county recorder containing the following:

5.4.1.1.1. a description of the boundaries of the PID;

5.4.1.1.2. a notice stating that a copy of the Governing Document is on file at the office of City;

5.4.1.1.3. a notice Stating that the PID may finance and repay infrastructure and other improvements through the levy of a property tax or via other means (with the other means to be described in detail);

5.4.1.1.4. the maximum rate the PID may levy; and

5.4.1.1.5. if applicable, stating that the debt may convert to general obligation debt and outlining the provisions relating to conversion.

5.4.2. At least annually following the formation of the PID, the PID shall notify (by mail, e-mail, or posting to the PID's website) property owners in the PID of the existence of the PID and of the next scheduled meeting of the Board. Such meeting shall occur at least 30 days and not more than 60 days following the date of the notice. Such notification shall include names and addresses of the Board of Directors and officers, the address, telephone and fax numbers, and e-mail address of the PID, and shall include reference to the existence of a Governing Document and general file, as described below, maintained by the City.

5.4.3. The PID shall provide the following information to the City on an annual basis, and the PID shall create and maintain a file for public review of the following information.

5.4.3.1. Annual PID budget;

5.4.3.2. Annual audited financial statements of the PID;

5.4.3.3. Total debt authorized and total debt issued and presently planned debt issuances;

- 5.4.3.4. Names and terms of Board members and officers and progress towards milestones required for transition to elected Board;
- 5.4.3.5. Rules and regulations of the PID regarding bidding, conflict of interest, contracting, and other governance matters, if changed;
- 5.4.3.6. List of current interlocal agreements, if changed (to be delivered to City upon request);
- 5.4.3.7. List of all current contracts for services or construction (to be delivered to City upon request);
- 5.4.3.8. Official statements of current outstanding bonded indebtedness, if not previously received by the City;
- 5.4.3.9. Current approved Governing Document, if changed; and
- 5.4.3.10. PID contact information.

5.5. Amendment Provision. Each governing document shall include a provision regarding the procedures for amending or modifying the Governing Document. The following shall be considered significant changes to the Governing Document, thereby requiring approval by the Council:

- 5.5.1. Exclusion or inclusion of property without Governing Document and Statute required approvals;
- 5.5.2. Change in the maximum mill levy, contract fee, or other source of security;
- 5.5.3. The addition of infrastructure improvement projects that were not included in the approved projects list in the governing document;
- 5.5.4. Consolidation with any other district; and
- 5.5.5. Change in the dissolution date.

6. Submittal and Reporting Instructions.

6.1. Annual Financial Information: Submit one copy of each of the annual financial information, as described in the Governing Document to:

City Manager
5355 W Herriman Main Street
Herriman, Utah 84096
ncherpeski@herriman.org

6.2. All other documents: Submit LOIs, draft Governing Documents, and all other documents (with the required number of copies) to:

Community Development Director 5355 W Herriman
Main Street Herriman, Utah 84096
bthomas@herriman.org

City Attorney
5355 W. Herriman Main Street Herriman, Utah 84096
tsheeran@herriman.org



STAFF REPORT

DATE: 3/28/2023

TO: The Honorable Mayor and City Council

FROM: Blake Thomas, Community Development Director

SUBJECT: Discussion and Consideration of a Proposed Amendment to the Olympia Master Development Agreement

RECOMMENDATION:

Approve the amendment to the Olympia Master Development Agreement (MDA).

ISSUE BEFORE COUNCIL:

Should the City Council approve an amendment to the Olympia Master Development Agreement?

BACKGROUND/SUMMARY:

The Olympia Master Development Agreement was recorded on November 16, 2021. The project encompasses 933 acres which includes 100 acres owned by the Jordan School District (JSD), which is identified as the Special Owner in the MDA. Currently, all amendments to the MDA require approval from the JSD.

Section 2.10 of the MDA contemplates two scenarios regarding the location of the future intersection of 12600 South and U-111, each of which guides commercial development requirements within the development.

Section 2.18 of the MDA requires the Master Developer to install secondary water infrastructure for all areas of the development within water pressure zones 3 and 4.

Section 5.3.1 of the MDA outlines requirements for the Public Infrastructure District (PID).

DISCUSSION:

The Master Developer proposes to make 4 adjustments to the MDA, as follows:

1. The Master Developer requests to amend the MDA by adding section 7.2 to the MDA, which is a provision to not require future MDA amendments to obtain approval from the Special Owner (JSD) if the amendment does not impact property owned by the Special

Owner. This will allow future amendments that are unrelated to JSD school sites to move forward without full board approval. (The JSD Board approved this change at the December 13, 2022, Board Meeting). The proposed text addition is provided below:

7.2 Special Owner Consent Provision. *Special Owner shall not be required to execute any Amendment to this MDA that does not affect the School District property.*

2. Section 2.10.1 of the MDA addresses the amount of commercial development required in the Olympia development based on the configuration of the intersection of Herriman Boulevard and the future alignment of U-111. The MDA requires that 300,000 gross leasable square feet of commercial uses shall be developed if at least half of the intersection is aligned in the Olympia development (this can be reduced to 200,000 square feet after 15 years). The alignment of U-111 may be configured such that less than half of the intersection at Herriman Boulevard will be within the Olympia development. The developer is proposing to address this issue with amended text as follows:

2.10.1 If at least half one quarter (1/4) of the intersection of 12600 South and U-111 is located within the Planned Community, then Master Developer shall develop commercial uses, as permitted by the Design Guidelines as follows:

[the amount or required gross leasable commercial area will not be amended, see section 2.10.1.1 of the MDA]

3. The Master Developer is exploring different financing options for the PID in addition to the one-time contract fee. The proposed amended text is as follows:

5.3.1 One-Time Contract Fee Public Infrastructure Financing. *The Parties hereby acknowledge that the collateral for securing public financing through the Public Infrastructure Districts shall be the One-Time Contract Fee and/or such other security as may be provided by the Governing Documents of the Public Infrastructure Districts. Special Owner shall not be required to pay the One-Time Contract Fee so long as the School District Property is developed for school purposes. The Parties acknowledge that the One-Time Contract Fee contemplated hereunder is not being assessed as an “impact fee” as that term is defined in Utah Code Ann § 11-36a-102(9)(2021).*

4. Remove the requirement for providing dry secondary water lines in Olympia. The developer is requesting that section 2.18 of the MDA be deleted in its entirety. Section 2.18 states:

2.18 Secondary Water. *Master Developer shall install secondary water infrastructure within the City's water zones 3 and 4 as required by the City's Vested Laws. The Administrator may modify these requirements, pursuant to the Administrative Modification procedures of Section 7.1, where there are similar or equivalent means and costs of providing water service in zones 3 and 4.*

Other Items – Council asked staff to include a change regarding the bonding of private landscaping. An amendment has been created and signed by the Developer to accomplish that request. Once the change to section 7.2 occurs, the City will finalize that change administratively once the Council takes action on this request.

ALTERNATIVES:

It is recommended by staff that the MDA amendment be approved by the City Council as proposed. Each of the items being amended has its own alternatives and pros/cons associated with the requested change as follows:

Item	Pros	Cons
Amend Section 7.2-JSD Approval of Future Amendments	Does not burden the school district board with making formal motions on items that do not affect their property.	None identified
Amend Section 2.1.10-Commercial Development Requirements	Addresses a scenario that was not contemplated in the MDA. Provides the maximum amount of commercial contemplated in the MDA with one corner of the intersection in Olympia.	Does not address concerns about reducing the amount of required commercial development if it takes over 15 years to develop.
Amend Section 5.3.1-Public Infrastructure Financing	Provides a mechanism for the City Council and Developer to discuss and explore other options besides the One-Time Contract Fee to fund the Public Infrastructure Districts. Does not commit the City Council to allow other	None identified

	financing options, it only provides an opportunity to discuss them. Any changes would require a change to the PID Governing Document	
Amend Section 2.18- Secondary Water Requirements	Could provide long-term financial savings to Herriman regarding maintenance of the secondary water system. Due to the average of lot sizes in subdivisions, much of the Olympia development will not be required to install secondary water. Due to water-wise landscaping requirements, this could reduce the maintenance required for irrigation system spray heads, drip lines, etc.	Requires landscaping areas that would normally require secondary water to be watered with culinary water.

FISCAL IMPACT

The fiscal impact of each MDA item being amended is addressed below:

- 1) Section 7.2: Special Owner Provision
 - a. This item has no fiscal impact.
- 2) Section 2.1.10: Commercial Development Requirements
 - a. This item could ultimately provide Herriman with a significantly increased sales tax revenue since there will be more commercial development constructed with the Olympia project provided there is at least one-quarter of the intersection located within the project area.
- 3) Section 2.18: Removal of Secondary Water Requirement
 - a. This item will reduce the operation and maintenance costs incurred by the city associated with the secondary water system.
- 4) Section 5.3.1: PID Requirements
 - a. Amending the MDA to allow for the discussion of other financing mechanisms for infrastructure, does not create a fiscal impact on the city.

ATTACHMENTS:

- 1) MDA Amendment Application
- 2) Draft MDA Amendment



Master Development Agreement Application

PROPERTY INFORMATION

Request: *TO AMEND THE OLYMPIA MDA*

Property Address: *13000 S. 6400 W.*

Parcel Numbers: *26342260030000 + OTHERS*

Acres: *933*

APPLICANT INFORMATION

Name of Applicant: *OLYMPIA LAND, LLC*

Address of Applicant: *527 E. PIONEER ROAD ST. 200 DRAPER, UT 84020*

Email of Applicant: *Ryan@ProjectUtah.com*

Phone: [REDACTED]

Applicants Affiliation with the Subject Property:

Owner

Engineer

Architect

Other

Attorney: *Bruce Baird*

Email of Attorney: *BBaird@DifficultDirt.com*

Phone of Attorney: [REDACTED]

Engineer: (if not listed above) *ENSIGN ENGINEERING*

Email of Engineer: *RELDER@ENSIGNUTAH.COM*

Phone of Engineer: [REDACTED]

Property Owner: (if not listed above)

Email of Owner:

Phone of Owner:

OFFICE USE ONLY

Date Received: Received By: File Number: Fee:

Assigned Staff: Receipt #

WHEN RECORDED, RETURN TO:

Herriman City Recorder
5355 West Herriman Main Street
Herriman, Utah 84096

DRAFT
10/27/22

AMENDMENT #2

MASTER DEVELOPMENT AGREEMENT

FOR

OLYMPIA

Approved: _____

**SECOND AMENDMENT
TO
THE MASTER DEVELOPMENT AGREEMENT FOR OLYMPIA**

THIS SECOND AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT FOR OLYMPIA (the “Second Amendment”) is made and entered as of the _____ day of _____ 2022, by and between HERRIMAN CITY, a political subdivision of the State of Utah, by and through its City Council, THE LAST HOLDOUT, L.L.C., a Utah limited liability company, JORDAN SCHOOL DISTRICT, a Utah school district, and OLYMPIA LAND, LLC, a Utah limited liability company.

RECITALS

A. The Parties entered into a Master Development Agreement for Olympia which was recorded on November 16, 2021 as Entry No. 13825061 in the official books and records of the Salt Lake County Recorder (the “MDA”).

B. The Parties entered into a First Amendment for Olympia which was recorded on September 20, 2022 as Entry No. 14018093 in the official books and records of the Salt Lake County Recorder.

C. The Parties desire to further amend the MDA to account for certain changes that have occurred to the proposed Project since the adoption of the MDA.

D. Specifically, the City desires for certain of the Public Infrastructure to be completed in early phases and one time to save costs and increase efficiencies and the City recognizes that the requirement of secondary water for certain areas of the Project no longer makes any practical sense

E. The parties have cooperated in the preparation of this Second Amendment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City, Owner and Master Developer and Special Owner hereby agree to the following:

AMENDMENTS

1. **Effect of this Second Amendment.** Other than a specifically amended herein by the First Amendment and this Second Amendment, the MDA shall remain in full force and effect.

2. **Secondary Water.** The provisions of Section 2.18 are hereby deleted. Any reference in the MDA to secondary water is also deemed deleted.

3. **Intersection of 12600 South and U-111 within the Planned Community.** Section 2.10.1 is hereby amended to read:

2.10.1 If at least one quarter (1/4) of the intersection of 12600 South and U-111 is located within the Planned Community, then Master Developer shall develop commercial uses, as permitted by the Design Guidelines, as follows:

4. **Public Infrastructure Financing.** Section 5.3.1 is hereby amended to read:

Security for Public Infrastructure Districts. The Parties hereby acknowledge that the collateral for securing public financing through the Public Infrastructure Districts shall be the One-Time Contract Fee and/or such other security as may be provided by the Governing Documents of the Public Infrastructure Districts. The Parties acknowledge that the One-Time Contract fee contemplated hereunder is not being assessed as an “impact fee” as that term is defined in Utah Code Ann § 11-36a-102(9) (2021).

5. **Special Owner Consent to Amendment.** Section 7.2 is hereby added to read as follows:

7.2. **Special Owner Consent Provision.** Special Owner shall not be required to execute any Amendment to this MDA that does not affect the School District Property.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

[signatures on following pages]

CITY
Herriman City

NATHAN CHERPESKI, City Manager

ATTEST

JACKIE NOSTROM, City Recorder

Todd Sheeran, City Attorney
Approved as to form and legality

STATE OF UTAH

)
ss.
)

COUNTY OF SALT LAKE

On the _____ day of _____, 2022, NATHAN CHERPESKI personally appeared before me, who being by me duly sworn, did say that they are the City Manager of Herriman City, a political subdivision of the State of Utah, and that the foregoing Master Development Agreement was signed on behalf of the City by authority of its City Council and said City Manager acknowledged to me that the City executed the same for the purposes described therein.

NOTARY PUBLIC

OWNER
The Last Holdout, LLC

Signature: _____

Name: _____

Title: _____

STATE OF UTAH

)

:ss.

COUNTY OF SALT LAKE

)

On the _____ day of _____, 2022, _____ personally appeared before me, who being by me duly sworn, did say that they are the _____ of The Last Holdout, L.L.C, a Utah limited liability company, and that the foregoing Master Development Agreement was signed on behalf of the Owner by authority of its governing board and acknowledged to me that the Owner executed the same for the purposes described therein.

NOTARY PUBLIC

MASTER DEVELOPER
Olympia Land, LLC

RYAN BUTTON, Manager

STATE OF UTAH

)

:ss.

COUNTY OF SALT LAKE

)

On the _____ day of _____, 2022, RYAN BUTTON personally appeared before me, who being by me duly sworn, did say that they are the Manager of Olympia Land, LLC, a Utah limited liability company, and that the foregoing Master Development Agreement was signed on behalf of the Master Developer by authority of its governing board and acknowledged to me that the City executed the same for the purposes described therein.

NOTARY PUBLIC

SPECIAL OWNER
Jordan School District

Signature: _____

Name: _____

Title: _____

STATE OF UTAH

)

:ss.

COUNTY OF SALT LAKE

)

On the _____ day of _____, 2022, _____ personally appeared before me, who being by me duly sworn, did say that they are the _____ of Jordan School District, and that the foregoing Master Development Agreement was signed on behalf of the Owner by authority of its governing board and acknowledged to me that the Owner executed the same for the purposes described therein.

NOTARY PUBLIC



STAFF REPORT

DATE: March 29, 2023

TO: The Honorable Mayor and City Council

FROM: Kyle Maurer

SUBJECT: Public hearing and consideration of a Resolution approving amendments to the Herriman City Master Fee Schedule

RECOMMENDATION:

Staff recommend approval of the Master Fee Schedule.

ISSUE BEFORE COUNCIL:

Should the Mayor and City Council adopt amended cemetery fees and the adoption of a micro trenching fee?

BACKGROUND/SUMMARY:

Staff are recommending updates to the cemetery fees as discussed in the February 22, 2023 Herriman City Council Work Meeting. In addition, the City Council passed amended Transportation Impact Fees at the March 8, 2023 City Council meeting. Per state statute, these amended fees will not be effective until 90 days after adoption. The Community Development Director is recommending the addition of a micro trenching fee to address numerous requests being received.

DISCUSSION:

During the February 22, 2023 City Council Work Meeting, the Deputy Director of Parks, Recreation, and Events recommended increasing certain fees charged at the City's cemetery. The fee recommendations are as follows:

Type	Current Fee	Proposed Fee	Billing
Plot Purchase-Resident	\$750.00	\$1,000.00	Per Plot
Plot Purchase-Nonresident	\$1,500.00	\$3,000.00	Per Plot

Opening/Closing Fees-Regular Fee Weekdays (M-F 8:00am-2:00pm)	\$750.00	\$800.00	Per Plot
Opening/Closing Fees-Double Stack (First Burial) (Weekdays M-F 8:00am-2:00pm)	\$0	\$1,200.00	First Burial
Opening/Closing Fees-Double Stack (First Burial) (Weekends/Holidays)	\$0	\$2,250.00	First Burial
Monument Headstone	\$0	\$100.00	Per Monument

The City Council also approved updates to the City's Transportation Impact Fees at the March 8, 2023 City Council meeting. The Master Fee Schedule has been updated to reflect these changes (please see attachment to this staff report for details).

On March 27, 2023, the Public Works Director received notification that the Hi Country II Homeowners Association passed a 10% rate increase. While the City does not set the rates charged to residents of the Hi Country I or Hi Country II Homeowners Associations, we include their current fees in the fee schedule for convenience. The fee schedule has been modified to account for this increase.

The Community Development Director made a request to add a micro trenching fee to the fee schedule. The proposed fee is a \$100 permit fee plus 0.45 per linear foot trenched. This is like fees charged by neighboring municipalities. Due to the number of requests the Community Development Department has been receiving, the Community Development Director asked it be placed on the fee schedule as soon as possible.

ALTERNATIVES:

The City Council may choose to change or not approve the proposed Cemetery fees and the micro trenching fee. The Transportation Impact Fees have already been approved by the Council with an effective date of June 6, 2023. The Hi Country II water rates are not set by the City and cannot be changed by the City; the City acts as the billing agent for these fees.

FISCAL IMPACT:

Increasing the Cemetery fees will increase revenue for the General Fund and offset costs of operating the Cemetery. Because the current Cemetery is almost out of plots to sell, and formal expansion plans of the Cemetery have not been approved, Finance cannot estimate the amount the new fees will generate. The micro trenching fee will cover staff time involved in processing and monitoring micro trenching performed.

ATTACHMENTS:

Resolution Amending the Master Fee Schedule Master Fee Schedule

Herriman City - Master Fee Schedule

Type	Current Fee	Proposed Fee (If Different Than Current)	Billing
Building Permit Fees			
Building Permit - Single Family Dwelling, Unattached (SFD)			
Valuation to be determined based on the current issue of the Building Safety Journal published by the International Code Council magazine with a 90% Regional Modifier.			
Building Value = \$2,000 or less	\$25 for the first \$500 value, plus \$5 for each additional \$100 to \$2,000		Per Permit
Building Value = \$2,001 to \$25,000	\$113.25 for the first \$2,000 value, plus \$21 for each additional \$1,000 to \$25,000		Per Permit
Building Value over \$25,001 to \$50,000	\$669.25 for the first \$25,000 value, plus \$18 for each additional \$1,000 to \$50,000		Per Permit
Building Value over \$50,001 to \$100,000	\$1,163.75 for the first \$50,000 value, plus \$14 for each additional \$1,000 to \$100,000		Per Permit
Building Value over \$100,001 to \$500,000	\$1,943.75 for the first \$100,000 value, plus \$9 for each add'l \$1,000 to \$500,000		Per Permit
Building Value over \$500,001 to \$1,000,000	\$6,783.75 for the first \$500,000 value, plus \$6 for each add'l \$1,000 to \$1,000,000		Per Permit
Building Value = \$1,000,000 and up	\$10,673.75 for the first \$1,000,000 value, plus \$5 for each additional \$1,000 or fraction thereof		Per Permit
Building Permit - Multi-Family Dwellings (A)			
Calculate Residential Building Value = (Finished sq. ft. x \$76) + (Unfinished sq. ft. x \$23.50) + (Finished Basement sq. ft. x \$30.00) + (Garage sq. ft. x \$36) + (Covered Deck or Porch sq. ft. x \$16.50) + (Deck sq. ft. x \$2.50) *Refer to Ordinance for valuations under \$100,000			
Building Value = \$100,000 to \$500,000	\$2,249.00 for 1 st \$100,000 value + \$14.00 for each additional \$1,000 value		Per Permit
Building Value = \$500,000 to \$1,000,000	\$7,849.00 for 1 st \$500,000 value + \$9.00 for each additional \$1,000 value		Per Permit
Building Value over \$1,000,000	\$12,349.00 for 1 st \$1,000,000 value + \$7.00 for each additional \$1,000 value		Per Permit
Building Permit - Commercial Buildings			
Calculate Commercial Project Value = (based on standard market valuation and calculated from most recently adopted ICC Building Valuation Data)			
Building Permit - All Other (B)			
Calculate Project Value = (Basement Finish sq. ft. x \$6.50) (Addition/Remodel sq. ft. x \$76) (Detached Structure sq. ft. x \$36) (Covered Deck Value = sq. ft. x \$16.50)			
Based on Project Value (standard construction cost) = (Patio Cover, Pool, Agricultural Building, Tenant Finish)			
Building Value = \$500 to \$2,000	\$23.50 for 1 st \$500 value + \$3.05 for each additional \$500 value		Per Permit
Building Value = \$2,000 to \$25,000	\$69.25 for 1 st \$2,000 value + \$14.00 for each additional \$1,000 value		Per Permit
Building Value = \$25,000 to \$50,000,000	\$391.75 for 1 st \$25,000 value + \$10.10 for each additional \$1,000 value		Per Permit
Building Value = \$50,000 to \$100,000,000	\$643.75 for 1 st \$50,000 value + \$7 for each additional \$1,000 value		Per Permit
Building Value = \$100,000 to \$500,000	\$993.75 for 1 st \$100,000 value + \$5.60 for each additional \$1,000 value		Per Permit
Building Value = \$500,000 to \$1,000,000	\$3,233.75 for 1 st \$500,000 value + \$4.75 for each additional \$1,000 value or fraction of		Per Permit
Building Value over \$1,000,000	\$5,608.75 for 1 st \$1,000,000 value + \$3.65 for each additional \$1,000 value or fraction of		Per Permit
Building Permit - Deck, Walkout, Demol., Retaining Wall+4'			
\$47.00			
Building Permit - Sign			
\$25.00			
Electrical Permit: Service Change or Power to Panel			
\$47.00			
Each additional meter on the same inspection	\$10.00		Per Permit
Temporary Power (Each Meter Base)	\$47.00		Per Permit
For Each New or Modified Circuit	\$5.00		Per Permit
Mechanical Permit			
Installation, Relocation or Modification of each Appliance	\$8.50		Per Permit
Each new duct and outlet	\$5.00		Per Permit
Each Commercial Hood	\$23.00		Per Permit
Each Evaporative Cooler	\$17.00		Per Permit
Plumbing Permit (with / not with SFD)			
\$17.00 / \$47.00			
Each Plumbing Fixture/s on one trap	\$10.00		Per Permit
Each Sand or Grease Trap	\$17.00		Per Permit
Installation or Alteration of supply or drainage piping, Water Heater or Water	\$17.00		Per Permit
Plan Review Fee			
Residential/Commercial - 1 st Time Review	65% of building permit		Per Permit
SFD - Card Files (multiple use plans)	15% of building permit		Per Permit
Tenant Finish, Addition/Remodel, etc.	\$47.00 min., up to 65% of building permit		Per Permit
Retaining Wall Greater than 4'	\$47.00		Per Permit
Site Plan Check Fee			
\$35.00			
State Surcharge			
1% x (Building Permit + Electrical Permit + Plumbing Permit + Mechanical Permit)			
Traffic Transportation Impact Fees (EFFECTIVE 6/6/2023)			

Herriman City - Master Fee Schedule

Type	Current Fee	Proposed Fee (If Different Than Current)	Billing
Industrial Park		\$1,375.40 per 1,000 Square Feet	Per Permit
Mini-Warehouse		Gross Floor Area \$7,330.01 per Storage Units (100s)	Per Permit
Single-Family Detached Housing		\$3,848.67 per Dwelling Unit	Per Permit
Single-Family Attached Housing (Shared Wall With Adjoining Unit)		\$2,938.54 per Dwelling Unit	Per Permit
Multi-Family Housing (Low-Rise) - Not Close to Rail Transit		\$2,750.80 per Dwelling Unit	Per Permit
Hotel		\$3,260.96 per Room	Per Permit
Elementary School		\$926.46 per Student	Per Permit
Middle School/Junior High School		\$857.07 per Student	Per Permit
High School		\$791.77 per Student	Per Permit
Church		\$12,839.77 per 1,000 Square Feet of Gross Floor Area \$4,395.56 per 1,000 Square Feet	Per Permit
Hospital		of Gross Floor Area \$4,424.13 per 1,000 Square Feet	Per Permit
General Office Building		Gross Floor Area \$13,333.61 per 1,000 Square Feet	Per Permit
Retail Strip Mall		Gross Leasable Area \$26,621.30 per 1,000 Square Feet	Per Permit
Drive-In Bank		of Gross Floor Area \$44,078.04 per Wash Stall	Per Permit
Self-Service Car Wash			Per Permit
Business	\$1,400.00 per 1,000 sq. ft.		Per Permit
Commercial/Mixed Commercial	\$4,350.00 per 1,000 sq. ft.		Per Permit
Medium/High Density Residential	\$4,750.00		Per unit
Single Family Residential	\$5,500.00		Per unit
Fire Impact Fees			
Residential	\$444.08		Per Unit
Non-Residential	\$0.27		Per Square Foot
Public Safety Impact Fees			
Residential	\$288.50		Per Unit
Non-Residential	\$0.50		Per Square Foot
Water Connection Fees			
Full Installation 3/4" Meter	\$1,585.00		Per Connection
Full Installation 1" Meter	\$1,785.00		Per Connection
Full Installation 1-1/2" Meter	\$1,800.00		Per Connection
Full Installation 2" Meter	\$2,500.00		Per Connection
3/4" Meter Only Installation and Inspection	\$300.00		Per Connection
1" Meter Only Installation and Inspection	\$425.00		Per Connection
1-1/2" Meter Only Installation and Inspection	\$1,000.00		Per Connection
2" Meter Only Installation and Inspection	\$1,150.00		Per Connection
Building Construction Water Use (Jumper)	\$131.00		Per Connection
See Municipal Water Fees			
Water Impact Fee			
Water Connection Fees Outside City Limits			
Full Installation 3/4" Meter	\$1,585.00		Per Connection
Full Installation 1" Meter	\$1,785.00		Per Connection
Full Installation 1-1/2" Meter	\$1,800.00		Per Connection
Full Installation 2" Meter	\$2,500.00		Per Connection
3/4" Meter Only Installation and Inspection	\$300.00		Per Connection
1" Meter Only Installation and Inspection	\$425.00		Per Connection
1-1/2" Meter Only Installation and Inspection	\$1,000.00		Per Connection
2" Meter Only Installation and Inspection	\$1,150.00		Per Connection
Building Construction Water Use	\$131.00		Per Connection
Water Connection "3/4" Meter	\$300.00		Per Permit
Parks Impact Fee			
Single Family Dwelling	\$2,903.90		Per Permit
Multi-Family Dwelling	\$2,735.24		Per Dwelling Unit
Restamp/Permit Transfer Fee			
	\$94.00		Per Occurance
Reinspection Fee			
	\$47.00		Per Occurance
Other Inspections			
Outside Normal Business Hours; Inspections With no Fee Assigned; Additional Plan Review Required by Changes, Additions, or Revisions	\$47.00		Per Occurance
Appeals Authority Fee			
Determination of Non-conforming Use	\$150.00		Per Application
Administrative Interpretation	\$65.00		Per Application
Zoning Verification	\$65.00 First Hour then \$61 for subsequent		Per Application
Conditional Use			
Residential Use	\$250.00 + \$15.00		Per Dwelling Unit
Commercial-Industrial	\$1000.00 + \$100.00 per acre for the first 20 acres; \$30.00 per acre for the next 30 acres; \$10.00 per acre for each acre over 50 acres		Per Application
Site Plan Review	\$1000.00 + \$100.00 per acre for the first 20 acres; \$30.00 per acre for the next 30 acres; \$10.00 per acre for each acre over 50 acres		Per Application
Conditional Use Extension	\$250.00		Per Application

Herriman City - Master Fee Schedule

Type	Current Fee	Proposed Fee (If Different Than Current)	Billing
Public and Quasi-Public Use	\$250.00 + \$20.00 per acre		Per Application
Conditional Use Fee When Required With Any Application	\$250.00		Per Application
Home Occupation Customer	\$250.00		Per Application
Home Occupation Non-Customer	\$50.00		Per Application
Amendment	\$250.00 + \$10.00 per residential unit added, or + \$100.00 per acre for each commercial or industrial acre added		Per Application
Change of Existing Use	\$200.00		Per Application
Temporary Use Permit (Circus, Carnival, Christmas Tree Sales, Fireworks Sales, etc)	\$50.00		Per Application
Hobby, fancier's, or exotic animal permit	\$50.00		Per Application
Sign Permit	\$100 Permanent/\$50.00 Temporary		Per Application
Variance	\$300.00		Per Application
Engineering			
Engineering Review Fee	\$3,000 plus 3.17% of bond amount		Per Application
Storm Drain Impact Fee-Service Area #1-West Herriman	\$500 plat amendment (lot line adjustments) \$3,489.79 per acre		Per Application
Storm Drain Impact Fee-Service Area #2-South Herriman	\$1,337.48 per acre		Per Application
Storm Drain Impact Fee-Service Area #3-Towne Center	\$8,041.32 per acre		Per Application
Open Space Traffic Impact	\$2,100.00		Per Unit
SL-9 Residential LED Street Light Fee < 66'	\$2,170.00		Per Light
SL-10 Commercial LED Street Light Fee > 80'	\$4,180.00		Per Light
SL-11 Towne Center Single Light Pole	\$4,070.00		Per Light
SL-12 Towne Center Double Light Pole	\$6,000.00		Per Light
SL-13 Towne Center Sidewalk Light	\$2,800.00		Per Light
SL-14 Parking Lot Large Areas (Single)	\$4,570.00		Per Light
SL-15 Parking Lot Large Areas (Double)	\$6,240.00		Per Light
SL-16 Parking Lot Small Areas (Single)	\$2,550.00		Per Light
SL-17 Parking Lot Small Areas (Double)	\$3,680.00		Per Light
SL-18 Bridge Light Pole	\$3,680.00		Per Light
Street Name Sign Fee - Public	\$345.00		Per Sign
Street Name Sign Fee - Private	\$245.00		Per Sign
HTC & Collector Street Name Sign Fee - Public	\$505.00		Per Sign
HTC & Collector Street Name Sign Fee - Private	\$405.00		Per Sign
Regulatory Street Sign Fee - Public	\$225.00		Per Sign
Regulatory Street Sign Fee - Private	\$125.00		Per Sign
HTC & Collector Regulatory Street Sign Fee - Public	\$385.00		Per Sign
HTC & Collector Regulatory Street Sign Fee - Private	\$285.00		Per Sign
Bond Processing Fee	\$50.00		Per Application
Division of a Two-family Dwelling	\$100.00		Per Application
General Plan Amendment	\$1,250.00		Per Application
Master Plan Agreement (including LPMPC)	\$3,000.00		Per Application
Master Plan Agreement Amendment	\$2,000.00		Per Application
Master Plan Agreement Amendment Minor	\$800.00		Per Application
Internal Accessory Dwelling Unit	\$75.00		Per Application
Internal Accessory Dwelling Unit - Good Landlord	\$15.00	\$15.00	Per Application
Minor Subdivision			
Minor Subdivision (4 lots or less)	\$350.00 + \$30.00 per lot		Per Application
Duplex Lot Split	\$100.00		Per Application
Subdivision Research	\$75.00		Per hour
Engineering Review Fee	\$3,000 plus 3.17% of bond amount \$500.00 plat amendment (lot line adjustments)		Per Application
Planned Unit Development			
Residential Use	\$1,000.00 + \$30.00 per dwelling unit \$1,000.00 + \$100.00 per acre for the first 20 acres; \$30.00 per acre for the next 30 acres; \$10.00 per acre for each acre over 50 acres		Per Application
Commercial- Industrial			Per Application
Engineering			
Engineering Review Fee	\$3,000 plus 3.17% of bond amount \$500 plat amendment (lot line adjustments)		Per Application
Storm Drain Impact Fee-Service Area #1-West Herriman	\$3,489.79 per acre		Per Application
Storm Drain Impact Fee-Service Area #2-South Herriman	\$1,337.48 per acre		Per Application
Planning Commission Review	\$250.00		Per Application
Site Plan Fee for MDA and Land Use Applications	\$800.00		Per Application
Special Exception	\$250.00		Per Application
Storm Drain Fees			
Storm Drain Fee Single Family Residential (Class 1)	\$7.00		Per ERU
Storm Drain Fee Multi-Family Residential (Class 2 - Townhomes and Duplexes)	\$4.90		Per ERU
Storm Drain Fee Multi-Family Residential (Class 3 - Stacked Housing/Condominium)	\$4.20		Per ERU
Storm Drain Fee Institutional/Commercial/Apartments/Industrial (Class 4)	ERU for Unit * \$7.00/month + any approved water quality credits= monthly fee unit 50%		Per ERU
Storm Drain Impact Fee-Service Area #3-Towne Center	\$8,041.32 per acre		Per Application
Open Space Traffic Impact	\$2,100.00		Per Unit
Street Light Fee - Right of Way \geq 66'	\$4,180.00		Per Light
Street Light Fee - Right of Way $<$ 66'	\$2,170.00		Per Light
Towne Center Single Light Pole	\$4,070.00		Per Light

Herriman City - Master Fee Schedule

Type	Current Fee	Proposed Fee (If Different Than Current)	Billing
Towne Center Double Light Pole	\$6,000.00		Per Light
Elem, Rec Center, Library & Towne Center Remaining Light	\$2,800.00		Per Light
Street Sign Fee - Public	\$345.00		Per Sign
Street Sign Fee - Private	\$245.00		Per Sign
HTC & Collector Street Sign Fee - Public	\$505.00		Per Sign
HTC & Collector Street Sign Fee - Private	\$405.00		Per Sign
Regulatory Street Sign Fee - Public	\$225.00		Per Sign
Regulatory Street Sign Fee - Private	\$125.00		Per Sign
HTC & Collector Regulatory Street Sign Fee - Public	\$385.00		Per Sign
HTC & Collector Regulatory Street Sign Fee - Private	\$285.00		Per Sign
Bond Processing Fee	\$50.00		Per Application
*An ERU is defined as an equivalent residential unit. For single family residence it is 1.0, for all other properties it is defined as the square footage of impervious surface of a property divided by 4,000 square feet			
Regular Subdivision			
Subdivision Application	\$1,000.00 + \$30.00 per lot		Per Application
Subdivision Review Fee	<3 lots: \$500.00 + 4.25 % of bond amount >3 < 5 lots: \$1000.00 + 4.25% of bond All others: \$2,000.00 + 4.25% of bond amount		Per Application
Engineering Review Fee	\$3,000.00 plus 3.17% of bond amount \$500.00 plat amendment (lot line adjustments)		Per Application
Site Plan Fee	\$100.00		Per Application
Subdivision Extension	\$250.00		Per Application
Subdivision Amendment	\$250.00 + \$10.00 per lot added		Per Application
Storm Drain Impact Fee-Service Area #1-West Herriman	\$3,489.79 per acre		Per Application
Storm Drain Impact Fee-Service Area #2-South Herriman	\$1,337.48 per acre		Per Application
Storm Drain Impact Fee-Service Area #3-Towne Center	\$8,041.32 per acre		Per Application
Open Space Traffic Impact	\$2,100.00		Per Unit
Street Light Fee - LED Arterial Right of Way > 80'	\$4,180.00		Per Light
Street Light Fee - Residential Right of Way < 66'	\$2,170.00		Per Light
Towne Center Single Light Pole	\$4,070.00		Per Light
Towne Center Double Light Pole	\$6,000.00		Per Light
Elem. Rec Center, Library & Towne Center Residential Light	\$2,800.00		Per Light
Street Sign Fee - Public	\$345.00		Per Sign
Street Sign Fee - Private	\$245.00		Per Sign
HTC & Collector Street Sign Fee - Public	\$505.00		Per Sign
HTC & Collector Street Sign Fee - Private	\$405.00		Per Sign
Regulatory Street Sign Fee - Public	\$225.00		Per Sign
Regulatory Street Sign Fee - Private	\$125.00		Per Sign
HTC & Collector Regulatory Street Sign Fee - Public	\$385.00		Per Sign
Lot Line Adjustment	\$250.00		Per Application
HTC & Collector Regulatory Street Sign Fee - Private	\$285.00		Per Sign
Bond Processing Fee	\$50.00		Per Application
Street Dedication	\$100.00		Per Application
Text Change Application	\$800.00		Per Application
Zoning Amendment Fees			
Commercial and Industrial	\$650.00		Per Application
Agricultural and Residential	\$650.00		Per Application
All Other Zones	\$650.00		Per Application
Land Disturbance Permit			
Asphalt / Concrete Fee	\$250.00		Per Cut
Asphalt / Concrete Fee sq. ft. charge	\$0.50 x sq. ft. (length x width) of cut		Per Cut
Shoulder / Landscape Fee	\$125.00		Per Cut
Shoulder / Landscape Fee sq. ft. charge	\$0.25 x sq. ft. (length x width) of cut		Per Cut
Boring Fee	\$150.00		Per Bore
Boring Fee sq. ft. charge	\$0.50 x sq. ft. (length x width) of cut		Per Bore
Lane Closure (1st day free)	\$50 x # lanes x # days		Per Closure
Water Meter Move	\$125.00 + \$0.25 per ft. meter is moved		Per Cut
Grading:	\$23.50		Per Permit
50 Cu. Yds. Or less	\$23.50		Per Permit
51 to 100 Cu. Yds.	\$37.00		Per Permit
101 to 1000 Cu. Yds.	\$37.00 + \$17.50 each additional 100		Per Permit
1,001 to 10,000 Cu. Yds.	\$194.50 + \$14.50 each additional 1,000		Per Permit
10,001 to 100,000 Cu. Yds.	\$325 + \$60 each additional 10,000		Per Permit
100,001 to 200,000 Cu. Yds.	\$919.00 + 36.50 each additional 10,000		Per Permit
Inspections Outside of Normal Business Hours	\$50.50 per hour		Per Permit
Reinspection Fees Assessed under Provisions of Section 108.8	\$50.50 per hour		Per Permit
Inspections for Which No Fee is Specifically Indicated	\$50.50 per hour		Per Permit
Small Wireless Facilities			
Collocating on an existing or replacement Utility Pole or Wireless Support Structure	\$100.00		Per collocation
Installing, modifying, or replacing a Utility Pole in connection with a Permitted Use	\$250.00		Per Utility Pole
Installing, modifying, or replacing a Utility Pole in connection with a Discretionary Use	\$1,000.00		Per Utility Pole
State Licensing Fees			
The greater of: (i) 3.5% of all gross revenue related to the Provider's use of ROW for Small Wireless Facilities, or (ii) \$250 annually for each Small Wireless Facility	3.5% of gross Revenue \$250.00		
Small Wireless Facilities Collocated on City-owned Utility Poles	\$50.00		Annually
Municipal Water Fees			
Water Facility Impact Fees			

Herriman City - Master Fee Schedule

Type	Current Fee	Proposed Fee (If Different Than Current)	Billing
West Herriman Residential Culinary Water Only - Zones 5+			
3/4" Meter - ERC Conversion: 1	In: \$1,434.00 + Out: \$1,434.00 = Total: \$2,868.00		Per Connection
1" Meter - ERC Conversion: 1.67	In: \$2,395.00 + Out: \$2,395.00 = Total: \$4,790.00		Per Connection
1-1/2" Meter - ERC Conversion: 3.33	In: \$4,776.00 + Out: \$4,776.00 = Total: \$9,552.00		Per Connection
2" Meter - ERC Conversion: 5.33	In: \$7,645.00 + Out: \$7,645.00 = Total: \$15,290.00		Per Connection
3" Meter - ERC Conversion: 10.67	In: \$15,305.00 + Out: \$15,305.00 = Total: \$30,610.00		Per Connection
4" Meter - ERC Conversion: 16.67	In: \$23,911.00 + Out: \$23,911.00 = Total: \$47,822.00		Per Connection
6" Meter - ERC Conversion: 33.33	In: \$47,808.00 + Out: \$47,808.00 = Total: \$95,616.00		Per Connection
8" Meter - ERC Conversion: 53.33	In: \$76,496.00 + Out: \$76,496.00 = Total: \$152,992.00		Per Connection
Multi-Family Units			
1 Bedroom Unit - ERC Conversion 0.24	Indoor: \$344.00 Outdoor: Based on Meter Size		Per Unit
2 Bedroom Unit - ERC Conversion 0.49	Indoor: \$703.00 Outdoor: Based on Meter Size		Per Unit
3 Bedroom Unit - ERC Conversion 0.70	Indoor: \$1,004.00 Outdoor: Based on Meter Size		Per Unit
East Herriman Residential Culinary Water Only - Facilities Impact Fee			
3/4" Meter - ERC Conversion: 1	In: \$1,464.00 + Out: \$1,464.00 = Total: \$2,928.00		Per Connection
1" Meter - ERC Conversion: 1.67	In: \$2,445.00 + Out: \$2,445.00 = Total: \$4,890.00		Per Connection
1-1/2" Meter - ERC Conversion: 3.33	In: \$4,875.00 + Out: \$4,875.00 = Total: \$9,750.00		Per Connection
2" Meter - ERC Conversion: 5.33	In: \$7,803.00 + Out: \$7,803.00 = Total: \$15,606.00		Per Connection
3" Meter - ERC Conversion: 10.67	In: \$15,620.00 + Out: \$15,620.00 = Total: \$31,240.00		Per Connection
4" Meter - ERC Conversion: 16.67	In: \$24,403.00 + Out: \$24,403.00 = Total: \$48,806.00		Per Connection
6" Meter - ERC Conversion: 33.33	In: \$48,792.00 + Out: \$48,792.00 = Total: \$97,584.00		Per Connection
8" Meter - ERC Conversion: 53.33	In: \$78,070.00 + Out: \$78,070.00 = Total: \$156,140.00		Per Connection
Multi-Family Units			
1 Bedroom Unit - ERC Conversion 0.24	Indoor: \$351.00 Outdoor: Based on Meter Size		Per Unit
2 Bedroom Unit - ERC Conversion 0.49	Indoor: \$717.00 Outdoor: Based on Meter Size		Per Unit
3 Bedroom Unit - ERC Conversion 0.70	Indoor: \$1,025.00 Outdoor: Based on Meter Size		Per Unit
Culinary and Secondary Water Impact Fee Schedule			
West Herriman (Non Residential)			
3/4" Meter - ERC Conversion: 1	Culinary: \$2,869.00 Secondary (per 1,000 sq. ft) \$223.00		Per Connection
1" Meter - ERC Conversion: 1.67	Culinary: \$4,791.00 Secondary (per 1,000 sq. ft) \$223.00		Per Connection
1-1/2" Meter - ERC Conversion: 3.33	Culinary: \$9,553.00 Secondary (per 1,000 sq. ft) \$223.00		Per Connection
2" Meter - ERC Conversion: 5.33	Culinary: \$15,291.00 Secondary (per 1,000 sq. ft) \$223.00		Per Connection
3" Meter - ERC Conversion: 10.67	Culinary: \$30,610.00 Secondary (per 1,000 sq. ft) \$223.00		Per Connection
4" Meter - ERC Conversion: 16.67	Culinary: \$47,822.00 Secondary (per 1,000 sq. ft) \$223.00		Per Connection
6" Meter - ERC Conversion: 33.33	Culinary: \$95,616.00 Secondary (per 1,000 sq. ft) \$223.00		Per Connection
8" Meter - ERC Conversion: 53.33	Culinary: \$152,991.00 Secondary (per 1,000 sq. ft) \$223.00		Per Connection
Multi-Family Units			
1 Bedroom Unit - ERC Conversion 0.24	Culinary \$689.00 Secondary: Based on Meter Size		Per Unit
2 Bedroom Unit - ERC Conversion 0.49	Culinary \$1,406.00 Secondary: Based on Meter Size		Per Unit
3 Bedroom Unit - ERC Conversion 0.70	Culinary \$2,008.00 Secondary: Based on Meter Size		Per Unit
Water Impact Fee Schedule			
Townhome	Indoor: \$940.00 Outdoor: \$865.00 = \$1,805.00		Per Connection
<1/4 Acre Lot	Indoor: \$940.00 Outdoor: \$3,750.00 = \$4,690.00		Per Connection
1/4 to 1/2 Acre Lot	Indoor: \$940.00 Outdoor: \$5,192.00 = \$6,132.00		Per Connection
1/2 to 3/4 Acre Lot	Indoor: \$940.00 Outdoor: \$6,346.00 = \$7,286.00		Per Connection

Herriman City - Master Fee Schedule

Type	Current Fee	Proposed Fee (If Different Than Current)	Billing
3/4 to 1 Acre Lot	Indoor: \$940.00 Outdoor: \$6,634.00 = \$7,574.00		Per Connection
1 Acre Lot	Indoor: \$940.00 Outdoor: \$7,500.00 = \$8,440.00		Per Connection
Lots larger than 1 acre, will be charged the secondary fee only for additional acreage			
Non Residential Users			
3/4" Meter - ERC Conversion: 1	Culinary: \$4,690.00 Secondary (Per 1,000 Sq. Ft.) \$663.00		Per Connection
1" Meter - ERC Conversion: 1.67	Culinary: \$7,832.00 Secondary (Per 1,000 Sq. Ft.) \$663.00		Per Connection
1-1/2" Meter - ERC Conversion: 3.33	Culinary: \$15,618.00 Secondary (Per 1,000 Sq. Ft.) \$663.00		Per Connection
2" Meter - ERC Conversion: 5.33	Culinary: \$24,998.00 Secondary (Per 1,000 Sq. Ft.) \$663.00		Per Connection
3" Meter - ERC Conversion: 10.67	Culinary: \$54,732.00 Secondary (Per 1,000 Sq. Ft.) \$663.00		Per Connection
4" Meter - ERC Conversion: 16.67	Culinary: \$93,800.00 Secondary (Per 1,000 Sq. Ft.) \$663.00		Per Connection
6" Meter - ERC Conversion: 33.33	Culinary: \$195,432.00 Secondary (Per 1,000 Sq. Ft.) \$663.00		Per Connection
8" Meter - ERC Conversion: 53.33	Culinary: \$281,400.00 Secondary (Per 1,000 Sq. Ft.) \$663.00		Per Connection
Construction Water Fee - 3" Hydrant Meter			
Deposit	\$1,000.00 (1.75% credit card fee may be applicable)		Per rental
Monthly Rental Fee	\$220		Monthly / Prorated daily
Non Compliant Penalty	\$440.00 Monthly Rental Fee Increase		Monthly Until Compliant
Usage Fee	\$2.50 / 1,000 gallons		Monthly
Delinquency Fee for Non Payment	\$75		Monthly until paid
Penalty Fee for Late Payment	1.5% of unpaid balance		Monthly until paid
Jumpers & Cheaters - 1st Offense	\$120.00		Per Offense
Jumpers & Cheaters - 2nd Offense	\$500.00		Per Offense
Jumpers & Cheaters - Additional Offenses	\$1,000.00		Per Offense
Park Fee	\$5.00		Monthly
Reconnection Fee	\$75.00		Per Disconnect
Culinary Water User Rate			
City-Owned 3/4" & 1" Meter Zones 1-4	Price per 1k gal \$2.10. \$28.97 base fee		Monthly
City-Owned 1 1/2" Zones 1-4	Price per 1k gal \$2.10. \$39.82 base fee		Monthly
City-Owned 2" Zones 1-4	Price per 1k gal \$2.10. \$57.91 base fee		Monthly
City-Owned 3" Zones 1-4	Price per 1k gal \$2.10. \$194.24 base fee		Monthly
City-Owned 4" Zones 1-4	Price per 1k gal \$2.10. \$244.92 base fee		Monthly
City-Owned 6" Zones 1-4	Price per 1k gal \$2.10. \$363.14 base fee		Monthly
City-Owned 8" Zones 1-4	Price per 1k gal \$2.10. \$498.27 base fee		Monthly
Base Rate Culinary Residential Zone 1-9 without Access to Secondary			
3/4" & 1" meter	\$29.55 per ERU		Monthly
1 1/2" meter	\$40.47 per ERU		Monthly
2" meter	\$59.08 per ERU		Monthly
3" meter	\$118.16 per ERU		Monthly
4" meter	\$249.90 per ERU		Monthly
6" meter	\$370.42 per ERU		Monthly
8" meter	\$508.24 per ERU		Monthly
10" meter	\$806.03 per ERU		Monthly
Usage Rate Culinary Residential 3/4" & 1" Zones 1-4 Without Access to Secondary Irrigation			
Usage Rate per 1,000 gallons (0 - 5,000 gal.)	\$1.84 per 1,000 gal.		Monthly
Overage per 1,000 gal. (5,001 - 10,000 gal.)	\$1.96 per 1,000 gal.		Monthly
Overage per 1,000 gal. (10,001 - 25,000 gal.)	\$2.11 per 1,000 gal.		Monthly
Overage per 1,000 gal. (25,001 - 40,000 gal.)	\$2.45 per 1,000 gal.		Monthly
Overage per 1,000 gal. (over 40,001 - 80,000 gal.)	\$2.81 per 1,000 gal.		Monthly
Overage per 1,000 gal. (80,001 and above)	\$3.68 per 1,000 gal.		Monthly
Usage Rate Culinary Residential 3/4" & 1" Zones 5-6 Without Access to Secondary Irrigation			
Usage Rate per 1,000 gallons (0 - 5,000 gal.)	\$2.03 per 1,000 gal.		Monthly
Overage per 1,000 gal. (5,001 - 10,000 gal.)	\$2.14 per 1,000 gal.		Monthly
Overage per 1,000 gal. (10,001 - 25,000 gal.)	\$2.31 per 1,000 gal.		Monthly
Overage per 1,000 gal. (25,001 - 40,000 gal.)	\$2.67 per 1,000 gal.		Monthly
Overage per 1,000 gal. (over 40,001 - 80,000 gal.)	\$3.09 per 1,000 gal.		Monthly
Overage per 1,000 gal. (80,001 and above)	\$4.04 per 1,000 gal.		Monthly
Usage Rate Culinary Residential 3/4" & 1" Zones 7-9 Without Access to Secondary Irrigation			
Usage Rate per 1,000 gallons (0 - 5,000 gal.)	\$2.52 per 1,000 gal.		Monthly
Overage per 1,000 gal. (5,001 - 10,000 gal.)	\$2.65 per 1,000 gal.		Monthly
Overage per 1,000 gal. (10,001 - 25,000 gal.)	\$2.88 per 1,000 gal.		Monthly
Overage per 1,000 gal. (25,001 - 40,000 gal.)	\$3.32 per 1,000 gal.		Monthly
Overage per 1,000 gal. (over 40,001 - 80,000 gal.)	\$3.83 per 1,000 gal.		Monthly
Overage per 1,000 gal. (80,001 and above)	\$5.01 per 1,000 gal.		Monthly
Culinary Residential Zone 1-4 with Access to Secondary			
Zones 1-4			
Usage Rate per 1,000 gallons (0 - 5,000 gal.)	\$1.84 per 1,000 gal.		Monthly
Overage per 1,000 gal. (5,001 - 10,000 gal.)	\$1.96 per 1,000 gal.		Monthly
Overage per 1,000 gal. (10,001 - 25,000 gal.)	\$2.38 per 1,000 gal.		Monthly
Overage per 1,000 gal. (25,001 - 40,000 gal.)	\$2.93 per 1,000 gal.		Monthly
Overage per 1,000 gal. (over 40,001 - 80,000 gal.)	\$3.47 per 1,000 gal.		Monthly

Herriman City - Master Fee Schedule

Type	Current Fee	Proposed Fee (If Different Than Current)	Billing
Usage per 1,000 gal. (80,001 and above)	\$4.22 per 1,000 gal.		Monthly
Culinary MM-Residential/Non Residential Zone 1-4			
3/4" & 1" meter	Price per 1k gal \$2.36, \$29.55 base fee		Monthly
1 1/2" meter	Price per 1k gal \$2.14, \$40.47 base fee		Monthly
2" meter	Price per 1k gal \$2.14, \$59.08 base fee		Monthly
3" meter	Price per 1k gal \$2.14, \$118.16 base fee		Monthly
4" meter	Price per 1k gal \$2.14, \$249.90 base fee		Monthly
6" meter	Price per 1k gal \$2.14, \$370.42 base fee		Monthly
8" meter	Price per 1k gal \$2.14, \$508.24 base fee		Monthly
10" meter	Price per 1k gal \$2.14, \$806.03 base fee		Monthly
Culinary MM-Residential/Non Residential Zone 5-6			
3/4" & 1" meter	Price per 1k gal \$2.36, \$32.43 base fee		Monthly
1 1/2" meter	Price per 1k gal \$2.36, \$44.43 base fee		Monthly
2" meter	Price per 1k gal \$2.36, \$64.87 base fee		Monthly
3" meter	Price per 1k gal \$2.36, \$129.73 base fee		Monthly
4" meter	Price per 1k gal \$2.36, \$274.39 base fee		Monthly
6" meter	Price per 1k gal \$2.36, \$406.74 base fee		Monthly
8" meter	Price per 1k gal \$2.36, \$558.04 base fee		Monthly
10" meter	Price per 1k gal \$2.36, \$885.02 base fee		Monthly
Culinary MM-Residential/Non Residential Zone 7-9			
3/4" & 1" meter	Price per 1k gal \$2.93, \$40.12 base fee		Monthly
1 1/2" meter	Price per 1k gal \$2.93, \$55.10 base fee		Monthly
2" meter	Price per 1k gal \$2.93, \$80.45 base fee		Monthly
3" meter	Price per 1k gal \$2.93, \$160.87 base fee		Monthly
4" meter	Price per 1k gal \$2.93, \$340.25 base fee		Monthly
6" meter	Price per 1k gal \$2.93, \$504.35 base fee		Monthly
8" meter	Price per 1k gal \$2.93, \$691.97 base fee		Monthly
10" meter	Price per 1k gal \$2.93, \$1,097.44 base fee		Monthly
Culinary Water Wholesale			
Culinary Out/Boundry 3/4" & 1" - Zone 1-4			
Usage Rate per 1,000 gallons (0 - 5,000 gal.)	\$2.75 per 1,000 gal.		Monthly
Overage per 1,000 gal. (5,001 - 10,000 gal.)	\$2.93 per 1,000 gal.		Monthly
Overage per 1,000 gal. (10,001 - 25,000 gal.)	\$3.17 per 1,000 gal.		Monthly
Overage per 1,000 gal. (25,001 - 40,000 gal.)	\$3.66 per 1,000 gal.		Monthly
Overage per 1,000 gal. (over 40,001 - 80,000 gal.)	\$4.22 per 1,000 gal.		Monthly
Overage per 1,000 gal. (80,001 and above)	\$5.52 per 1,000 gal.		Monthly
Culinary South East Herriman-Bluffdale Residential			
Culinary South East Herriman-Bluffdale Commercial			
Culinary South East Herriman-Bluffdale Residential and Commercial Rates			
Usage Rate per 1,000 gallons (0 - 10,000 gal.)	\$2.81 per 1,000 gal.		Monthly
Overage per 1,000 gal. (10,001 - 50,000 gal.)	\$3.35 per 1,000 gal.		Monthly
Overage per 1,000 gal. (50,001 - 100,000 gal.)	\$4.27 per 1,000 gal.		Monthly
Overage per 1,000 gal. (100,001 and above)	\$5.13 per 1,000 gal.		Monthly
Secondary Water User Rate			
City Owned 3/4" & 1" - Zone 1-4			
Usage Rate per 1,000 gallons (0 - 10,000 gal.)	\$26.59 base fee		Monthly
Overage per 1,000 gal. (10,001 - 25,000 gal.)	\$1.50 per 1,000 gal.		Monthly
Overage per 1,000 gal. (25,001 - 40,000 gal.)	\$1.81 per 1,000 gal.		Monthly
Overage per 1,000 gal. (40,001 - 70,000 gal.)	\$2.10 per 1,000 gal.		Monthly
Overage per 1,000 gal. (70,001 and above)	\$2.65 per 1,000 gal.		Monthly
\$3.10 per 1,000 gal.			Monthly
City Owned 1 1/2" - Zone 1-4			
Usage Rate per 1,000 gallons (0 - 10,000 gal.)	\$36.42 base fee		Monthly
Overage per 1,000 gal. (10,001 - 25,000 gal.)	\$1.50 per 1,000 gal.		Monthly
Overage per 1,000 gal. (25,001 - 40,000 gal.)	\$1.81 per 1,000 gal.		Monthly
Overage per 1,000 gal. (40,001 - 70,000 gal.)	\$2.10 per 1,000 gal.		Monthly
Overage per 1,000 gal. (70,001 and above)	\$2.65 per 1,000 gal.		Monthly
\$3.10 per 1,000 gal.			Monthly
City Owned 2" - Zone 1-4			
Usage Rate per 1,000 gallons (0 - 10,000 gal.)	\$53.16 base fee		Monthly
Overage per 1,000 gal. (10,001 - 25,000 gal.)	\$1.50 per 1,000 gal.		Monthly
Overage per 1,000 gal. (25,001 - 40,000 gal.)	\$1.81 per 1,000 gal.		Monthly
Overage per 1,000 gal. (40,001 - 70,000 gal.)	\$2.10 per 1,000 gal.		Monthly
Overage per 1,000 gal. (70,001 and above)	\$2.65 per 1,000 gal.		Monthly
\$3.10 per 1,000 gal.			Monthly
City Owned 3" - Zone 1-4			
Usage Rate per 1,000 gallons (0 - 10,000 gal.)	\$106.34 base fee		Monthly
Overage per 1,000 gal. (10,001 - 25,000 gal.)	\$1.50 per 1,000 gal.		Monthly
Overage per 1,000 gal. (25,001 - 40,000 gal.)	\$1.81 per 1,000 gal.		Monthly
Overage per 1,000 gal. (40,001 - 70,000 gal.)	\$2.10 per 1,000 gal.		Monthly
Overage per 1,000 gal. (70,001 and above)	\$2.65 per 1,000 gal.		Monthly
\$3.10 per 1,000 gal.			Monthly
City Owned 4" - Zone 1-4			
Usage Rate per 1,000 gallons (0 - 10,000 gal.)	\$224.91 base fee		Monthly
Overage per 1,000 gal. (10,001 - 25,000 gal.)	\$1.50 per 1,000 gal.		Monthly
Overage per 1,000 gal. (25,001 - 40,000 gal.)	\$1.81 per 1,000 gal.		Monthly
Overage per 1,000 gal. (40,001 - 70,000 gal.)	\$2.10 per 1,000 gal.		Monthly
Overage per 1,000 gal. (70,001 and above)	\$2.65 per 1,000 gal.		Monthly
\$3.10 per 1,000 gal.			Monthly
City Owned 6" - Zone 1-4			
Usage Rate per 1,000 gallons (0 - 10,000 gal.)	\$333.38 base fee		Monthly
Overage per 1,000 gal. (10,001 - 25,000 gal.)	\$1.50 per 1,000 gal.		Monthly
Overage per 1,000 gal. (25,001 - 40,000 gal.)	\$1.81 per 1,000 gal.		Monthly
Overage per 1,000 gal. (40,001 - 70,000 gal.)	\$2.10 per 1,000 gal.		Monthly
Overage per 1,000 gal. (70,001 and above)	\$2.65 per 1,000 gal.		Monthly
\$3.10 per 1,000 gal.			Monthly
City Owned 8" - Zone 1-4			
Usage Rate per 1,000 gallons (0 - 10,000 gal.)	\$457.41 base fee		Monthly
Overage per 1,000 gal. (10,001 - 25,000 gal.)	\$1.50 per 1,000 gal.		Monthly
Overage per 1,000 gal. (25,001 - 40,000 gal.)	\$1.81 per 1,000 gal.		Monthly
Overage per 1,000 gal. (40,001 - 70,000 gal.)	\$2.10 per 1,000 gal.		Monthly
Overage per 1,000 gal. (70,001 and above)	\$2.65 per 1,000 gal.		Monthly

Herriman City - Master Fee Schedule

Type	Current Fee	Proposed Fee (If Different Than Current)	Billing
Usage per 1,000 gal. (70,001 and above)	\$3.10 per 1,000 gal.		Monthly
City Owned 10" - Zone 1-4	\$725.43 base fee		Monthly
Usage Rate per 1,000 gallons (0 - 10,000 gal.)	\$1.50 per 1,000 gal.		Monthly
Overage per 1,000 gal. (10,001 - 25,000 gal.)	\$1.81 per 1,000 gal.		Monthly
Overage per 1,000 gal. (25,001 - 40,000 gal.)	\$2.10 per 1,000 gal.		Monthly
Overage per 1,000 gal. (40,001 - 70,000 gal.)	\$2.65 per 1,000 gal.		Monthly
Overage per 1,000 gal. (70,001 and above)	\$3.10 per 1,000 gal.		Monthly
Secondary Residential 3/4" & 1" - Zone 1-4	\$9.85 base fee		Monthly
Usage Rate per 1,000 gallons (0 - 10,000 gal.)	\$1.50 per 1,000 gal.		Monthly
Overage per 1,000 gal. (10,001 - 25,000 gal.)	\$1.81 per 1,000 gal.		Monthly
Overage per 1,000 gal. (25,001 - 40,000 gal.)	\$2.10 per 1,000 gal.		Monthly
Overage per 1,000 gal. (40,001 - 70,000 gal.)	\$2.65 per 1,000 gal.		Monthly
Overage per 1,000 gal. (70,001 and above)	\$3.10 per 1,000 gal.		Monthly
Secondary MM Residential/Non Residential 3/4" & 1" - Zone 1-4	\$26.58 base fee		Monthly
Usage Rate per 1,000 gallons (0 - 10,000 gal.)	\$1.50 per 1,000 gal.		Monthly
Overage per 1,000 gal. (10,001 - 25,000 gal.)	\$1.81 per 1,000 gal.		Monthly
Overage per 1,000 gal. (25,001 - 40,000 gal.)	\$2.10 per 1,000 gal.		Monthly
Overage per 1,000 gal. (40,001 - 70,000 gal.)	\$2.65 per 1,000 gal.		Monthly
Overage per 1,000 gal. (70,001 and above)	\$3.10 per 1,000 gal.		Monthly
Secondary MM Residential/Non Residential 1 1/2" - Zone 1-4	\$36.42 base fee		Monthly
Usage Rate per 1,000 gallons (0 - 16,300 gal.)	\$1.50 per 1,000 gal.		Monthly
Overage per 1,000 gal. (16,301 - 40,750 gal.)	\$1.81 per 1,000 gal.		Monthly
Overage per 1,000 gal. (40,751 - 65,200 gal.)	\$2.10 per 1,000 gal.		Monthly
Overage per 1,000 gal. (65,201 - 114,100 gal.)	\$2.65 per 1,000 gal.		Monthly
Overage per 1,000 gal. (114,101 - and above)	\$3.10 per 1,000 gal.		Monthly
Secondary MM Residential/Non Residential 2" - Zone 1-4	\$53.16 base fee		Monthly
Usage Rate per 1,000 gallons (0 - 26,100 gal.)	\$1.50 per 1,000 gal.		Monthly
Overage per 1,000 gal. (26,101 - 65,250 gal.)	\$1.81 per 1,000 gal.		Monthly
Overage per 1,000 gal. (65,201 - 104,400 gal.)	\$2.10 per 1,000 gal.		Monthly
Overage per 1,000 gal. (104,401 - 182,700 gal.)	\$2.65 per 1,000 gal.		Monthly
Overage per 1,000 gal. (182,701 - and above)	\$3.1 per 1,000 gal.		Monthly
Secondary MM Residential/Non Residential 3" - Zone 1-4	\$106.34 base fee		Monthly
Usage Rate per 1,000 gallons (0 - 99,000 gal.)	\$1.50 per 1,000 gal.		Monthly
Overage per 1,000 gal. (99,001 - 247,500 gal.)	\$1.81 per 1,000 gal.		Monthly
Overage per 1,000 gal. (247,501 - 396,000 gal.)	\$2.10 per 1,000 gal.		Monthly
Overage per 1,000 gal. (396,001 - 693,000 gal.)	\$2.65 per 1,000 gal.		Monthly
Overage per 1,000 gal. (693,001 - and above)	\$3.10 per 1,000 gal.		Monthly
Secondary MM Residential/Non Residential 4" - Zone 1-4	\$224.91 base fee		Monthly
Usage Rate per 1,000 gallons (0 - 126,000 gal.)	\$1.50 per 1,000 gal.		Monthly
Overage per 1,000 gal. (126,001 - 315,000 gal.)	\$1.81 per 1,000 gal.		Monthly
Overage per 1,000 gal. (315,001 - 504,000 gal.)	\$2.10 per 1,000 gal.		Monthly
Overage per 1,000 gal. (504,001 - 882,000 gal.)	\$2.65 per 1,000 gal.		Monthly
Overage per 1,000 gal. (882,001 - and above)	\$3.10 per 1,000 gal.		Monthly
Secondary MM Residential/Non Residential 6" - Zone 1-4	\$333.38 base fee		Monthly
Usage Rate per 1,000 gallons (0 - 189,000 gal.)	\$1.50 per 1,000 gal.		Monthly
Overage per 1,000 gal. (189,001 - 472,500 gal.)	\$1.81 per 1,000 gal.		Monthly
Overage per 1,000 gal. (472,501 - 756,000 gal.)	\$2.10 per 1,000 gal.		Monthly
Overage per 1,000 gal. (756,001 - 1,323,000 gal.)	\$2.65 per 1,000 gal.		Monthly
Overage per 1,000 gal. (1,323,001 - and above)	\$3.10 per 1,000 gal.		Monthly
Secondary MM Residential/Non Residential 8" - Zone 1-4	\$457.41 base fee		Monthly
Usage Rate per 1,000 gallons (0 - 261,000 gal.)	\$1.50 per 1,000 gal.		Monthly
Overage per 1,000 gal. (261,001 - 652,500 gal.)	\$1.81 per 1,000 gal.		Monthly
Overage per 1,000 gal. (652,501 - 1,044,000 gal.)	\$2.10 per 1,000 gal.		Monthly
Overage per 1,000 gal. (1,044,001 - 1,827,000 gal.)	\$2.65 per 1,000 gal.		Monthly
Overage per 1,000 gal. (1,827,001 - and above)	\$3.10 per 1,000 gal.		Monthly
Secondary MM Residential/Non Residential 10" - Zone 1-4	\$725.43 base fee		Monthly
Usage Rate per 1,000 gallons (0 - 400,000 gal.)	\$1.50 per 1,000 gal.		Monthly
Overage per 1,000 gal. (400,001 - 1,000,000 gal.)	\$1.81 per 1,000 gal.		Monthly
Overage per 1,000 gal. (1,000,001 - 1,600,000 gal.)	\$2.10 per 1,000 gal.		Monthly
Overage per 1,000 gal. (1,600,001 - 2,800,000 gal.)	\$2.65 per 1,000 gal.		Monthly
Overage per 1,000 gal. (2,800,001 - and above)	\$3.10 per 1,000 gal.		Monthly
Culinary Outdoor Irrigation 3/4" & 1" - Zones 1-4	\$29.55 base fee		Monthly
Usage Rate per 1,000 gallons (0 - 10,000 gal.)	\$2.14 per 1,000 gal.		Monthly
Overage per 1,000 gal. (10,001 - 25,000 gal.)	\$2.32 per 1,000 gal.		Monthly
Overage per 1,000 gal. (25,001 - 40,000 gal.)	\$2.67 per 1,000 gal.		Monthly
Overage per 1,000 gal. (40,001 - 70,000 gal.)	\$3.10 per 1,000 gal.		Monthly
Overage per 1,000 gal. (70,001 and above)	\$4.05 per 1,000 gal.		Monthly
Culinary Outdoor Irrigation 1 1/2" - Zones 1-4	\$40.47 base fee		Monthly
Usage Rate per 1,000 gallons (0 - 16,300 gal.)	\$2.14 per 1,000 gal.		Monthly
Overage per 1,000 gal. (16,301 - 40,750 gal.)	\$2.32 per 1,000 gal.		Monthly
Overage per 1,000 gal. (40,751 - 65,200 gal.)	\$2.67 per 1,000 gal.		Monthly
Overage per 1,000 gal. (65,201 - 114,100 gal.)	\$3.10 per 1,000 gal.		Monthly
Overage per 1,000 gal. (114,101 and above)	\$4.05 per 1,000 gal.		Monthly
Culinary Outdoor Irrigation 2" - Zones 1-4	\$59.08 base fee		Monthly
Usage Rate per 1,000 gallons (0 - 26,100 gal.)	\$2.14 per 1,000 gal.		Monthly
Overage per 1,000 gal. (26,101 - 65,250 gal.)	\$2.32 per 1,000 gal.		Monthly
Overage per 1,000 gal. (65,251 - 104,400 gal.)	\$2.67 per 1,000 gal.		Monthly
Overage per 1,000 gal. (104,401 - 182,700 gal.)	\$3.10 per 1,000 gal.		Monthly
Overage per 1,000 gal. (182,701 and above)	\$4.05 per 1,000 gal.		Monthly
Culinary Outdoor Irrigation 3" - Zones 1-4	\$118.16 base fee		Monthly
Usage Rate per 1,000 gallons (0 - 99,000 gal.)	\$2.14 per 1,000 gal.		Monthly
Overage per 1,000 gal. (99,001 - 247,500 gal.)	\$2.32 per 1,000 gal.		Monthly
Overage per 1,000 gal. (247,501 - 396,000 gal.)	\$2.67 per 1,000 gal.		Monthly
Overage per 1,000 gal. (396,001 - 693,000 gal.)	\$3.10 per 1,000 gal.		Monthly
Overage per 1,000 gal. (693,001 and above)	\$4.05 per 1,000 gal.		Monthly
Culinary Outdoor Irrigation 4" - Zones 1-4	\$249.90 base fee		Monthly

Herriman City - Master Fee Schedule

Type	Current Fee	Proposed Fee (If Different Than Current)	Billing
Usage Rate per 1,000 gallons (0 - 126,000 gal.) Overage per 1,000 gal. (126,001 - 315,000 gal.) Overage per 1,000 gal. (315,001 - 504,000 gal.) Overage per 1,000 gal. (504,001 - 882,000 gal.) Overage per 1,000 gal. (882,001 and above)	\$2.14 per 1,000 gal. \$2.32 per 1,000 gal. \$2.67 per 1,000 gal. \$3.10 per 1,000 gal. \$4.05 per 1,000 gal.		Monthly Monthly Monthly Monthly Monthly
Culinary Outdoor Irrigation 6"-Zones 1-4	\$370.42 base fee		Monthly
Usage Rate per 1,000 gallons (0 - 189,000 gal.) Overage per 1,000 gal. (189,001 - 472,500 gal.) Overage per 1,000 gal. (472,501 - 756,000 gal.) Overage per 1,000 gal. (756,001 - 1,323,000 gal.) Overage per 1,000 gal. (1,323,001 and above)	\$2.14 per 1,000 gal. \$2.32 per 1,000 gal. \$2.67 per 1,000 gal. \$3.10 per 1,000 gal. \$4.05 per 1,000 gal.		Monthly Monthly Monthly Monthly Monthly
Culinary Outdoor Irrigation 8"-Zones 1-4	\$508.24 base fee		Monthly
Usage Rate per 1,000 gallons (0 - 261,000 gal.) Overage per 1,000 gal. (261,001 - 652,500 gal.) Overage per 1,000 gal. (652,501 - 1,044,000 gal.) Overage per 1,000 gal. (1,044,001 - 1,827,000 gal.) Overage per 1,000 gal. (1,827,001 and above)	\$2.14 per 1,000 gal. \$2.32 per 1,000 gal. \$2.67 per 1,000 gal. \$3.10 per 1,000 gal. \$4.05 per 1,000 gal.		Monthly Monthly Monthly Monthly Monthly
Culinary Outdoor Irrigation 10"-Zones 1-4	\$806.03 base fee		Monthly
Usage Rate per 1,000 gallons (0 - 400,000 gal.) Overage per 1,000 gal. (400,001 - 1,000,000 gal.) Overage per 1,000 gal. (1,000,001 - 1,600,000 gal.) Overage per 1,000 gal. (1,600,001 - 2,800,000 gal.) Overage per 1,000 gal. (2,800,001 and above)	\$2.14 per 1,000 gal. \$2.32 per 1,000 gal. \$2.67 per 1,000 gal. \$3.10 per 1,000 gal. \$4.05 per 1,000 gal.		Monthly Monthly Monthly Monthly Monthly
Culinary Outdoor Irrigation 3/4-1"-Zones 5-6	\$32.43 base fee		Monthly
Usage Rate per 1,000 gallons (0 - 10,000 gal.) Overage per 1,000 gal. (10,001 - 25,000 gal.) Overage per 1,000 gal. (25,001 - 40,000 gal.) Overage per 1,000 gal. (40,001 - 70,000 gal.) Overage per 1,000 gal. (70,001 and above)	\$2.36 per 1,000 gal. \$2.55 per 1,000 gal. \$2.93 per 1,000 gal. \$3.40 per 1,000 gal. \$4.45 per 1,000 gal.		Monthly Monthly Monthly Monthly Monthly
Culinary Outdoor Irrigation 1 1/2"-Zones 5-6	\$44.43 base fee		Monthly
Usage Rate per 1,000 gallons (0 - 16,300 gal.) Overage per 1,000 gal. (16,301 - 40,750 gal.) Overage per 1,000 gal. (40,751 - 65,200 gal.) Overage per 1,000 gal. (65,201 - 114,100 gal.) Overage per 1,000 gal. (114,101 and above)	\$2.36 per 1,000 gal. \$2.55 per 1,000 gal. \$2.93 per 1,000 gal. \$3.40 per 1,000 gal. \$4.45 per 1,000 gal.		Monthly Monthly Monthly Monthly Monthly
Culinary Outdoor Irrigation 2"-Zones 5-6	\$64.87 base fee		Monthly
Usage Rate per 1,000 gallons (0-26,100) Overage per 1,000 gal. (26,101 - 65,250 gal.) Overage per 1,000 gal. (65,251 - 104,400 gal.) Overage per 1,000 gal. (104,401 - 182,700 gal.) Overage per 1,000 gal. (182,701 and above)	2.36 per 1,000 gal. \$2.55 per 1,000 gal. \$2.93 per 1,000 gal. \$3.40 per 1,000 gal. \$4.45 per 1,000 gal.		Monthly Monthly Monthly Monthly Monthly
Culinary Outdoor Irrigation 3"-Zones 5-6	\$129.73 base fee		Monthly
Usage Rate per 1,000 gallons (0 - 99,000 gal.) Overage per 1,000 gal. (99,001 - 247,500 gal.) Overage per 1,000 gal. (247,501 - 396,000 gal.) Overage per 1,000 gal. (396,001 - 693,000 gal.) Overage per 1,000 gal. (693,001 and above)	2.36 per 1,000 gal. \$2.55 per 1,000 gal. \$2.93 per 1,000 gal. \$3.40 per 1,000 gal. \$4.45 per 1,000 gal.		Monthly Monthly Monthly Monthly Monthly
Culinary Outdoor Irrigation 4"-Zones 5-6	\$274.39 base fee		Monthly
Usage Rate per 1,000 gallons (0 - 126,000 gal.) Overage per 1,000 gal. (126,001 - 315,000 gal.) Overage per 1,000 gal. (315,001 - 504,000 gal.) Overage per 1,000 gal. (504,001 - 882,000 gal.) Overage per 1,000 gal. (882,001 and above)	2.36 per 1,000 gal. \$2.55 per 1,000 gal. \$2.93 per 1,000 gal. \$3.40 per 1,000 gal. \$4.45 per 1,000 gal.		Monthly Monthly Monthly Monthly Monthly
Culinary Outdoor Irrigation 6"-Zones 5-6	\$406.74 base fee		Monthly
Usage Rate per 1,000 gallons (0 - 189,000 gal.) Overage per 1,000 gal. (189,001 - 472,500 gal.) Overage per 1,000 gal. (472,501 - 756,000 gal.) Overage per 1,000 gal. (756,001 - 1,323,000 gal.) Overage per 1,000 gal. (1,323,001 and above)	2.36 per 1,000 gal. \$2.55 per 1,000 gal. \$2.93 per 1,000 gal. \$3.40 per 1,000 gal. \$4.45 per 1,000 gal.		Monthly Monthly Monthly Monthly Monthly
Culinary Outdoor Irrigation 8"-Zones 5-6	\$558.04 base fee		Monthly
Usage Rate per 1,000 gallons (0 - 261,000 gal.) Overage per 1,000 gal. (261,001 - 652,500 gal.) Overage per 1,000 gal. (652,501 - 1,044,000 gal.) Overage per 1,000 gal. (1,044,001 - 1,827,000 gal.) Overage per 1,000 gal. (1,827,001 and above)	2.36 per 1,000 gal. \$2.55 per 1,000 gal. \$2.93 per 1,000 gal. \$3.40 per 1,000 gal. \$4.45 per 1,000 gal.		Monthly Monthly Monthly Monthly Monthly
Culinary Outdoor Irrigation 10"-Zones 5-6	\$885.02 base fee		Monthly
Usage Rate per 1,000 gallons (0 - 400,000 gal.) Overage per 1,000 gal. (400,001 - 1,000,000 gal.) Overage per 1,000 gal. (1,000,001 - 1,600,000 gal.) Overage per 1,000 gal. (1,600,001 - 2,800,000 gal.) Overage per 1,000 gal. (2,800,001 and above)	2.36 per 1,000 gal. \$2.55 per 1,000 gal. \$2.93 per 1,000 gal. \$3.40 per 1,000 gal. \$4.45 per 1,000 gal.		Monthly Monthly Monthly Monthly Monthly
Culinary Outdoor Irrigation 3/4-1"-Zones 7-9	\$40.22 base fee		Monthly
Usage Rate per 1,000 gallons (0 - 10,000 gal.) Overage per 1,000 gal. (10,001 - 25,000 gal.) Overage per 1,000 gal. (25,001 - 40,000 gal.) Overage per 1,000 gal. (40,001 - 70,000 gal.) Overage per 1,000 gal. (70,001 and above)	\$2.93 per 1,000 gal. \$3.16 per 1,000 gal. \$3.65 per 1,000 gal. \$4.21 per 1,000 gal. \$5.51 per 1,000 gal.		Monthly Monthly Monthly Monthly Monthly
Culinary Outdoor Irrigation 1 1/2"-Zones 7-9	\$55.10 base fee		Monthly
Usage Rate per 1,000 gallons (0 - 16,300 gal.) Overage per 1,000 gal. (16,301 - 40,750 gal.) Overage per 1,000 gal. (40,751 - 65,200 gal.) Overage per 1,000 gal. (65,201 - 114,100 gal.) Overage per 1,000 gal. (114,101 and above)	\$2.93 per 1,000 gal. \$3.16 per 1,000 gal. \$3.65 per 1,000 gal. \$4.21 per 1,000 gal. \$5.51 per 1,000 gal.		Monthly Monthly Monthly Monthly Monthly
Culinary Outdoor Irrigation 2"-Zones 7-9	\$80.45 base fee		Monthly
Usage Rate per 1,000 gallons (0 - 26,100 gal.) Overage per 1,000 gal. (26,101 - 65,250 gal.)	\$2.93 per 1,000 gal. \$3.16 per 1,000 gal.		Monthly Monthly

Herriman City - Master Fee Schedule

Type	Current Fee	Proposed Fee (If Different Than Current)	Billing
Overage per 1,000 gal. (65,251 - 104,400 gal.) Overage per 1,000 gal. (104,401 - 182,700 gal.) Overage per 1,000 gal. (182,701 and above)	\$3.65 per 1,000 gal. \$4.21 per 1,000 gal. \$5.51 per 1,000 gal.		Monthly Monthly Monthly
Culinary Outdoor Irrigation 3"-Zones 7-9	\$160.87 base fee		Monthly
Usage Rate per 1,000 gallons (0 - 99,000 gal.) Overage per 1,000 gal. (99,001 - 247,500 gal.) Overage per 1,000 gal. (247,501 - 396,000 gal.) Overage per 1,000 gal. (396,001 - 693,000 gal.) Overage per 1,000 gal. (693,001 and above)	\$2.93 per 1,000 gal. \$3.16 per 1,000 gal. \$3.65 per 1,000 gal. \$4.21 per 1,000 gal. \$5.51 per 1,000 gal.		Monthly Monthly Monthly Monthly Monthly
Culinary Outdoor Irrigation 4"-Zones 7-9	\$340.25 base fee		Monthly
Usage Rate per 1,000 gallons (0 - 126,000 gal.) Overage per 1,000 gal. (126,001 - 315,000 gal.) Overage per 1,000 gal. (315,001 - 504,000 gal.) Overage per 1,000 gal. (504,001 - 882,000 gal.) Overage per 1,000 gal. (882,001 and above)	\$2.93 per 1,000 gal. \$3.16 per 1,000 gal. \$3.65 per 1,000 gal. \$4.21 per 1,000 gal. \$5.51 per 1,000 gal.		Monthly Monthly Monthly Monthly Monthly
Culinary Outdoor Irrigation 6"-Zones 7-9	\$504.35 base fee		Monthly
Usage Rate per 1,000 gallons (0 - 189,000 gal.) Overage per 1,000 gal. (189,001 - 472,500 gal.) Overage per 1,000 gal. (472,501 - 756,000 gal.) Overage per 1,000 gal. (756,001 - 1,323,000 gal.) Overage per 1,000 gal. (1,323,001 and above)	\$2.93 per 1,000 gal. \$3.16 per 1,000 gal. \$3.65 per 1,000 gal. \$4.21 per 1,000 gal. \$5.51 per 1,000 gal.		Monthly Monthly Monthly Monthly Monthly
Culinary Outdoor Irrigation 8"-Zones 7-9	\$691.97 base fee		Monthly
Usage Rate per 1,000 gallons (0 - 261,000 gal.) Overage per 1,000 gal. (261,001 - 652,500 gal.) Overage per 1,000 gal. (652,501 - 1,044,000 gal.) Overage per 1,000 gal. (1,044,001 - 1,827,000 gal.) Overage per 1,000 gal. (1,827,001 and above)	\$2.93 per 1,000 gal. \$3.16 per 1,000 gal. \$3.65 per 1,000 gal. \$4.21 per 1,000 gal. \$5.51 per 1,000 gal.		Monthly Monthly Monthly Monthly Monthly
Culinary Outdoor Irrigation 10"-Zones 7-9	\$1,097.44 base fee		Monthly
Usage Rate per 1,000 gallons (0 - 400,000 gal.) Overage per 1,000 gal. (400,001 - 1,000,000 gal.) Overage per 1,000 gal. (1,000,001 - 1,600,000 gal.) Overage per 1,000 gal. (1,600,001 - 2,800,000 gal.) Overage per 1,000 gal. (2,800,001 and above)	\$2.93 per 1,000 gal. \$3.16 per 1,000 gal. \$3.65 per 1,000 gal. \$4.21 per 1,000 gal. \$5.51 per 1,000 gal.		Monthly Monthly Monthly Monthly Monthly
Hi Country I	\$78.00 base fee		Monthly
Usage Rate per 1,000 gallons (0 - 10,000 gal.) Overage per 1,000 gal. (10,001 - 20,000 gal.) Overage per 1,000 gal. (20,001 - 30,000 gal.) Overage per 1,000 gal. (30,001 - 40,000 gal.) Overage per 1,000 gal. (40,001 - 50,000 gal.) Overage per 1,000 gal. (50,001 and above)	\$0.54 \$0.81 \$1.22 \$1.82 \$2.73 \$4.10		Monthly Monthly Monthly Monthly Monthly Monthly
Hi Country II	\$60.71 base fee		Monthly
Usage Rate per 1,000 gallons (0 - 15,000 gal.) Overage per 1,000 gal. (15,001 - 60,000 gal.) Overage per 1,000 gal. (60,001 gal. and above)	\$2.18 \$3.60 \$5.24		Monthly Monthly Monthly
Other Fees			
Type	Fee		Fee
GRAMA			
Copies Copies Audio Recordings	\$0.30 \$0.45 \$30.00		Per Page - 8.5x11 Per Page - 11x17 Per Hour of Storage Hourly Hourly Per Page
Research Time (No Charge for first 1/2 hour) Research Time (No Charge for first 1/2 hour) Color Copies	\$50.00 \$50.00 \$0.45		Per Page
Type	Fee		Billing
Scanning Plans	\$31.20		Set
Passports			
Picture USPS Mailing USPS Overnight Mailing Acceptance Fee	\$10.00 As Determined by the USPS \$40.00 As Determined by the Department of State		Per Picture Per Mailing Per Mailing Per Application
Business License - Home Occupation	\$65.00		Yearly
Business License - Commercial	\$180.00		Yearly
Alcohol Fee off Premise Alcohol Fee Club Liquor License Fireworks Fee Expedited License Charge Name Change of Establishment Transfer to New Location	\$250.00 \$300.00 \$300.00 \$25.00 \$10.00 \$10.00		Yearly Yearly Yearly Yearly Yearly Yearly
Annexation	\$800.00		Per Application
Special Event Permit			
Special Event Permit Charge Special Event Permit Late Fee Special Event Staffing Charge Special Event Street Sweeping Charge Special Event Trail Use Fee	\$100.00 \$50.00 \$40.00 per staff member \$50 per event, \$2 per participant		Per Event Per Event Per Hour/2 hour min Per Mile
Herriman Community Garden			
Single Plot	\$40 deposit, refundable		Per Growing Season

Herriman City - Master Fee Schedule

Type	Current Fee	Proposed Fee (If Different Than Current)	Billing
Double Plot	\$60 deposit, refundable		Per Growing Season
Park Rental			
Park Active Area City Wide- Recreation leagues and tournaments	Per Negotiated Contract		
Park Pavilion Rental *All park pavilions other than Rosecrest Pavilion, Main Street, Blackridge Large Pavilion, and Lyon Crane Park			
Park Pavilion 1/2 Day (9:00 AM - 2:00 PM OR 4:00 PM - 10:00 PM)	\$25.00 resident, \$50 for non residents		Per Rental
Park Pavilion Full Day (9:00 AM - 10:00 PM)	\$40.00 resident, \$75 for non residents		Per Rental
Main Street Park & Blackridge Large Pavilion - Park Pavilion Rental			
Park Pavilion 1/2 Day (9:00 AM - 2:00 PM OR 4:00 PM - 10:00 PM)	\$50.00 resident, \$100 for non residents		Per Rental
Park Pavilion Full Day (9:00 AM - 10:00 PM)	\$80.00 resident, \$150 for non residents		Per Rental
Crane Park - Park Pavilion & Gazebo Rental			
Playground Pavilion or Gazebo 1/2 Day (9:00 AM - 2:00 PM OR 4:00 PM - 10:00 PM)	\$50.00 resident, \$100 for non residents		Per Rental
Playground Pavilion or Gazebo Full Day (9:00 AM - 10:00 PM)	\$80.00 resident, \$150 for non residents		Per Rental
Crane Park - Bandstand			
Bandstand Rental 1/2 Day (9:00 AM - 2:00 PM OR 4:00 PM - 10:00 PM)	\$100.00 resident, \$175 for non residents		Per Rental
Bandstand Rental Full Day (9:00 AM - 10:00 PM)	\$175.00 resident, \$250 non residents		Per Rental
Crane Park - Ice Ribbon			
Ice Skating - Adults (Ages 12-60)	\$3.00		Per Skate Session
Ice Skating - Child (Ages 3-11)	\$2.00		Per Skate Session
Ice Skating - Child two and under	Free		Per Skate Session
Ice Skating - Senior (60+)	\$2.00		Per Skate Session
Ice Skating - Veteran or Active Duty Military	\$2.00		Per Skate Session
Ice Skate Rental (All ages)	\$3.00		Per Rental
Helmet Rental	Free		Per Rental
Ice Walker Rental	\$5.00		Per Rental
10 time punch pass (includes skate rental)	\$45.00		Per Pass
Group Discount	\$1.00 off ice skating		Per Skater
W&M Butterfield Park - Rosecrest Pavilion			
Deposit	\$500.00 refundable		Per Rental
Stage Front (bathrooms, stage, seating areas)			
Rosecrest Pavilion 1/2 Day (9:00 AM - 2:00 PM OR 4:00 PM - 10:00 PM)	\$325.00 resident, \$375 for non residents		Per Rental
Rosecrest Pavilion Full Day (9:00 AM - 10:00 PM)	\$600.00 resident, \$650 for non residents		Per Rental
Run of House (bathrooms, stage, seating areas, backstage)			
Rosecrest Pavilion 1/2 Day (9:00 AM - 2:00 PM OR 4:00 PM - 10:00 PM)	\$450.00 resident, \$550 for non residents		Per Rental
Rosecrest Pavilion Full Day (9:00 AM - 10:00 PM)	\$675.00 resident, \$725 for non residents		Per Rental
Event Staffing Fee	\$40.00 per staff member		Per Hour/2 hour mi
W&M Butterfield Park - Equestrian			
Deposit	\$500.00 refundable		Per Rental
Arena 1/2 Day (9:00 AM - 2:00 PM OR 4:00 PM - 10:00 PM)	\$150.00 resident, \$200 for non residents		Per Rental
Arena Full Day (9:00 AM - 10:00 PM)	\$300.00 resident, \$350 for non residents		Per Rental
Arena Lights	\$25.00		Per Hour
Large Practice Arena - week night	\$300.00 resident, \$400 for non residents - \$15/Night resident, \$25/Night non residents		Per Season
Small Practice Arena - week night	\$200.00 resident, \$300 for non residents - \$10/Night resident, \$20/Night non residents		Per Season
Additional Arena Work Fee - Equestrian Arena (per request & availability)	\$50.00		Per Working
Additional Arena Work Fee - Practice Arenas (per request & availability)	\$25.00		Per Working
Stall Barn Rentals (includes one bag of shavings)	\$25.00		Per Day
Extra Shavings	\$15.00		Per Bag
Type	Fee		Billing
W&M Butterfield Park - Concessions (Rosecrest Pavilion, Baseball and Equestrian Arena)			
Concessions	\$500.00 with \$500 deposit		Per Rental
Concessions, Staging Only	\$50.00 with \$500 deposit		Per Rental
W&M Butterfield Park - Baseball Fields			
Week Night	\$15 per hour resident, \$20 per hour for non resident		Per Field
Recreational leagues and tournaments	Per Negotiated Contract		
W&M Parking Lot (Butterfield West, South, East, North)			
Each Parking Lot (Exclusive use)	\$15 per hour resident \$20 per hour non-resident		Per Lot
Tournaments	\$20 per hour resident, \$25 per hour for non residents		Per Field
Lights	\$25.00 per hour		Per Field
Park Staffing Fee (per request and availability)	\$40.00 per staff member		Per Hour/2 hour mi
Building Rentals			
Herriman City Hall			
Deposit	Double the hourly rental fee - refundable		Per room rented
Conference Room	\$20 resident, \$30 non resident		Per Hour/2 hour mi
Lobby	\$50 resident, \$75 non resident		Per Hour/2 hour mi
Bingham Canyon A	\$50 resident, \$75 non resident		Per Hour/2 hour mi
Bingham Canyon B	\$50 resident, \$75 non resident		Per Hour/2 hour mi
Combined Bingham Canyon A&B	\$100 resident, \$150 non resident		Per Hour/2 hour mi
Kitchen	Inclusive with lobby and Bingham Canyon room rental		Duration of rental
Audio/Video Equipment	Inclusive with rental		Duration of rental
Additional Fees			
Setup Staff	\$20.00 per staff member		Per Hour
Cleanup Staff	\$20.00 per staff member		Per Hour
Cemetery Fees			

Herriman City - Master Fee Schedule

Type	Current Fee	Proposed Fee (If Different Than Current)	Billing
Type	Current Fee	Proposed Fee (If Different Than Current)	Billing
Plot Purchase			
Resident	\$750.00	\$1,000.00	Per Plot
Non Resident	\$1,500.00	\$3,000.00	Per Plot
Resident Infant Fee	free for residents		Per Plot
Non-resident Infant Fee - Full Plot	\$750.00		Per Plot
Non-resident Infant Fee - Half Plot (<i>infant section only</i>)	\$500.00		Per Plot
Resident Urn Fee (<i>Urn Section Only</i>)	\$375.00		Per Plot
Non-resident Urn Fee (<i>Urn Section Only</i>)	\$750.00		Per Plot
Opening and Closing Fee			
Regular Resident Fee (Monday - Friday 8:00am - 2:00pm)	\$750.00	\$800.00	Per Occurrence
Regular Resident Fee Weekends/Holidays	\$1,500.00		Per Occurrence
Double Stack (First Burial) (Monday - Friday 8:00am - 2:00pm)		\$1,200.00	First Burial
Double Stack (First Burial) (Weekends/Holidays)		\$2,250.00	First Burial
Resident Infant Fee	free for residents		Per Plot
Non Resident Infant Fee (Monday - Friday 8:00am - 2:00pm)	\$750.00		Per Plot
Resident Weekend Fee (Infant)	\$500.00		Per Plot
Disinterment	\$750.00		Per Plot
Urn Section Open/Closing (Monday - Friday 8:00am - 2:00pm)	\$500.00		Per Plot
Urn Section Weekend Open/Closing	\$750.00		Per Plot
Certificate, Transfer, and Duplicate Fees			
Certificate Fee	\$25.00		Per Certificate
Transfer Fee	\$25.00		Per Transfer
Duplicate Certificate Fee	\$25.00		Per Duplicate
Special Fees and Costs			
For funeral/graveside service beginning after 2:00pm an additional fee will be charged	\$600.00		Per Circumstance
Veteran Plaque	\$115.00		Per Plaque
Monument Headstone		\$100.00	Per Monument
Herriman Police Department (HPD) Fees			
Type	Fee		Billing
Case Reports			
First Initial Report	\$10.00		Per Initial Report
Additional Pages (Witness Statements, Follow-up Reports)	\$1.00		Per Page
Traffic Accidents (Includes DI-9 & Witness Statements, if required)	\$10.00		Per Accident
CAD Call	\$1.00		Per Call
Fingerprints			
Fingerprint Card	\$10.00		Per Card
Clearance Letters			
Clearance Letter	\$10.00		Per Letter
Sex Offender Registration			
Sex Offender Registration	\$25.00		Per Registration
Sex Offender DNA Collection			
Sex Offender DNA Collection	\$25.00		Per Collection
Child Abuse Registration			
Child Abuse Registration	\$25.00		Per Registration
Records Hourly			
Records Hourly	\$50.00 (First Half Hour Free)		Per Hour
Digital Photos			
Digital Photos	\$15.00 (Per Page)		6 Photos per page
Audio/Video Recordings			
Audio/Video Recordings	\$30.00		Per Storage Device
False Alarm Fees			
1st and 2nd Time (in a year)	No Charge		Per Event
3rd Time (in a year)	\$62.00		Per Event
Type	Fee		Billing
Thereafter (in a year)	\$124.00		Per Event
False Alarm Late Fee	\$11.00		
Vehicle Fee for Contractual Service			
Note Special reports or projects will be calculated according to staffing hours spent, and cost of materials and paper to produce and prepare report or project.			
Research fees are based on employee's hourly wage with benefits. Copying fees are \$.30 per page.			
Animal Services			
Impounding and Boarding			
First Impound	\$40.00		
Second Impound (within 24 Months):	\$80.00		
Third Impound (within 24 Months):	\$160.00		
Subsequent Impounds (within 24 Months):	\$320.00		
Boarding	\$20.00		Per Day
Vaccines and Microchipping			
Rabies vaccination	\$25.00		
Rabies deposit	\$25.00		
Rabies test fee (or Quarantine fee)	\$200.00		
DHHP	\$25.00		
Microchip (<i>may be required upon impound</i>)	\$30.00		
Bordetella (<i>may be required upon impound</i>)	\$15.00		
Pet Licensing			
1-year license (unsterilized)	\$40.00		
1-year license (sterilized)	\$15.00		
2-year license (unsterilized)	\$75.00		
2-year license (sterilized)	\$25.00		
3-year license (unsterilized)	\$110.00		
3-year license (sterilized)	\$35.00		
1-year license senior citizen (60+, sterilized)	\$5.00		
License transfer fee or replacement tag	\$5.00		

Herriman City - Master Fee Schedule

Type	Current Fee	Proposed Fee (If Different Than Current)	Billing
Late license penalty (30 days past due)	\$50.00		
Permits (issued for 1 year period)			
Commercial operations (up to 30 animals)	\$200.00		
Commercial operations (over to 30 animals)	\$300.00		
Residential permit	\$50.00		
Single event animal exhibition	\$100.00		
Multiple event animal exhibition	\$400.00		
Late application/renewal fee (in addition to regular fee)	\$50.00		
Sterilization			
Sterilization deposit (mandatory. 2nd impound *UCA 11-46-206)	\$150.00		
In-house sterilization	\$100.00		
Notice of Violation (NOV)			
First NOV (fee per violation)	\$50.00		Per Violation
Second NOV (fee per violation)	\$100.00		Per Violation
Third NOV (fee per violation)	\$200.00		Per Violation
Subsequent NOV (fee per violation)	\$250.00		Per Violation
Livestock			
Dead livestock removal	\$300.00		
Dead livestock disposal	\$200.00		
Brand Inspection Fee	\$30.00		
Livestock transportation (per incident, per animal)	\$50.00		
Euthanasia and Disposal - Companion Animals			
Euthanasia & disposal of small animals (hamsters, mice, etc.)	\$5.00		Each
Euthanasia (dog or cat)	\$50.00		Each
Disposal (dog or cat)	\$50.00		Each
Euthanasia (large animal)	\$150.00		Each
Disposal (large animal)	\$200.00		Each
Animal Adoptions			
Cost/price will vary depending on pre-existing procedures that has been conducted on the animal (spay/neuter, microchip, etc.)	\$25-\$150		Each
Other			
Surrender fee	\$100.00		
Surrender fee (biter/vicious)	\$250.00		
Field service fee	\$50.00		

HERRIMAN, UTAH

RESOLUTION NO. R -2023

**A RESOLUTION OF THE HERRIMAN CITY COUNCIL
APPROVING AN AMENDMENT TO THE SCHEDULE OF FEES CHARGED BY THE CITY**

WHEREAS, the Herriman City Council (“Council”) met in regular meeting on April 12, 2023, to consider, among other things, approving amendments to Herriman City’s Master Fee Schedule; and

WHEREAS, the Mayor and City Council finds and declares that it is desirable and in the public interest to pass a single Resolution for the purposes of establishing and setting forth a general schedule of the most common fees charged by Herriman City.

NOW, THEREFORE, BE IT RESOLVED by the Herriman City Council the following:

Section 1. Master Fee Schedule Established. The following is an enactment listing the specific fees for the City shown in Exhibit A. The Master Fee Schedule shall be effective upon passage of this Resolution, with the exception of the Transportation Impact Fees, which will be effective June 6, 2023.

Section 2. All fees and charges not listed in this Resolution which are contained in or promulgated pursuant to any current resolutions shall remain in full force and effect, unless and until duly modified.

Section 3. All fees and charges contained in any current resolutions inconsistent herewith, are hereby repealed to the extent of the inconsistency, but in all other respects such Resolutions shall remain in full force and effect.

Section 4. This Resolution is to be construed to be consistent with any and all State, County, and Federal laws and regulations concerning the subject matter hereof. If any section, sentence, clause, or phrase of this Resolution is held invalid by any court of competent jurisdiction, then said ruling shall not affect the validity of the remaining portions.

This Resolution, shall take effect immediately upon passage and acceptance as provided herein.

PASSED AND APPROVED by the Council of Herriman, Utah, this 25th day of January, 2023.

HERRIMAN CITY COUNCIL

By: _____
Mayor Lorin Palmer

ATTEST: _____
Jackie Nostrom, MMC
City Recorder