



SPECIAL CITY COUNCIL AGENDA

Wednesday, June 6, 2018

NOTICE IS HEREBY GIVEN that the Herriman City Council shall assemble for a meeting in the Herriman City Council Chambers, located at 5355 West Herriman Main Street, Herriman, Utah.

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

1. Mayor and Council Social

1.1. *The Mayor and Council will meet for informal discussion and dinner. No action will be taken on any items.*

2. Council Business – 5:15 PM

- 2.1. Review of this Evening's Agenda
- 2.2. Future Agenda Items

3. Administrative Reports

- 3.1. Discussion pertaining to the 2018-2019 Herriman City Tentative Budget – Alan Rae, Finance Director
- 3.2. Community Facilitator Training Report – Sandra Llewellyn, Community Development Coordinator
- 3.3. Discussion pertaining to the Withdrawal Process from the Unified Police Department – Brett Wood City Manager
- 3.4. Discussion Relating to the Storm Water Ordinance – Blake Thomas, City Engineer
- 3.5. Mountain View Corridor and Rosecrest Road Safety Meeting Follow-up Discussion – Blake Thomas, City Engineer
- 3.6. Discussion of the Herriman Crossroads Development Agreement – Michael Maloy, City Planner
- 3.7. Engineering Standards Update and Review Discussion– Jonathan Bowers, Assistant City Engineer
- 3.8. Discussion of the HB 136 and the request from Salt Lake County to adopt a Support Resolution – Gordon Haight, Assistant City Manager
- 3.9. City Manager Updates – Brett Wood, City Manager

4. Adjournment

7:00 PM - GENERAL MEETING:

1. Call to Order

- 1.1. Invocation/Thought/Reading and Pledge of Allegiance
- 1.2. Council Disclosure for Conflict of Interest
- 1.3. Mayor/Council Comments and Recognitions

2. Public Comment

Audience members may bring any item to the Mayor and Council's attention. Comments will be limited to two minutes. State Law prohibits the Council from acting on items that do not appear on the agenda.

3. Mayor and Council Board and Committee Reports

4. Reports, Presentations and Appointments

- 4.1. American Public Works Association (APWA) Annual Report – Monte Johnson, Operations Director
- 4.2. Unified Fire Authority Quarterly Report – Riley Pilgrim, UFA Fire Chief
- 4.3. Herriman Police Department Report and Introductions – Troy Carr, Police Chief

5. Public Hearing

- 5.1. Public Hearing to discuss the Tentative Fiscal Year 2018-2019 Herriman City Budget and to amend the Fiscal Year 2017-2018 Herriman City Budget – Alan Rae, Finance Director

6. Consent Agenda

- 6.1. Approval of the March 21, 2018, May 9, 2018, and May 19, 2018 City Council Meeting Minutes
- 6.2. Approval of an Interlocal Cooperative Agreement between Herriman City and Salt Lake County extending the contract for Animal Services – Justun Edwards, Public Works Director
- 6.3. Approval of a Cooperative Agreement with Utah Department of Transportation for the installation of a signal located at the Intersection of Academy Parkway and Mountain View Corridor – Blake Thomas, City Engineer
- 6.4. Approval on Recruiting Strategies and Policy Changes – Travis Dunn, Human Resources Manager

7. Calendar

7.1. Meetings

- 7.1.1. June 7 – Planning Commission Meeting 7:00 p.m.
- 7.1.2. ~~June 13 – City Council Work Meeting 5:00 p.m.; City Council Meeting 7:00 p.m.~~
Cancelled
- 7.1.3. June 20 – Special City Council Work Meeting 5:00 p.m.; Special City Council Meeting 7:00 p.m.
- 7.1.4. June 21 – Planning Commission Meeting 7:00 p.m.

7.2. Events

7.2.1. June 18-23 – Herriman Towne Days

8. Adjournment

9. Recommence to Work Meeting (If Needed)

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

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

PUBLIC COMMENT POLICY AND PROCEDURE: The purpose of public comment is to allow citizens to address items on the agenda. Citizens requesting to address the 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 31st day of May, 2018

*Jackie Nostrom, MMC
City Recorder*



STAFF REPORT

DATE: May 30, 2018
TO: The Honorable Mayor and City Council
FROM: Sandra Llewellyn, Community Development Coordinator
SUBJECT: Community Facilitator Training Report

BACKGROUND:

Our Community Outreach program has been underway since September 2017. We have provided 2 trainings thus far. Trainings for the program are held every quarter. The next training will take place in June, and the training will be on Land Use.



STAFF REPORT

DATE: May 31, 2018

TO: The Honorable Mayor and City Council

FROM: Brett Wood, City Manager

SUBJECT: Discussion pertaining to the Withdrawal Process from the Unified Police Department

RECOMMENDATION:

Provide direction to staff

DISCUSSION:

The Unified Police Department created a special subcommittee consisting of Sheriff Rivera, Millcreek Mayor Jeff Silvestrini, Riverton City Mayor Trent Staggs, and Copperton Metro Township Vice Chair Apollo Pazell to consider Herriman's request to withdraw from UPD. The Special Subcommittee and Herriman City have been working together to determine the appropriate assets and liabilities.



STAFF REPORT

DATE: June 6, 2018
TO: The Honorable Mayor and City Council
FROM: Blake Thomas, City Engineer
SUBJECT: Storm Water Ordinance Discussion

RECOMMENDATION:

No action required at this time other than to provide input on the proposed ordinance

BACKGROUND:

The Utah Department of Environmental Quality (UDEQ) conducted an audit of the city's storm water management program in 2017. UDEQ provided the results of the audit to Herriman on March 28th. An audit response plan was prepared and submitted to UDEQ. One of the deficiencies identified in the audit was the lack of an adopted storm water ordinance that meets the requirements of the UDEQ storm water permit allowing Herriman to manage storm water.

DISCUSSION:

The draft storm water ordinance imposes regulations on residents, contractors, businesses, and city staff in order to protect water quality of storm water runoff and other discharges into the storm drainage system. Key aspects of the ordinance will be presented, which include:

- Escalating enforcement for violations including fines and stop work orders
- Updates to storm water pollution prevention (SWPP) requirements for all land disturbance permits
- Additional plan submittal requirements for new developments with private storm water systems identifying a long-term maintenance program, inspection schedule, and reporting requirements
 - Private systems will require that the owner enter into a long-term maintenance agreement that is recorded with the property.

ALTERNATIVES:

N/A.

FISCAL IMPACT:

Adoption of a storm water ordinance will introduce requirements for increased field inspection, additional plan review time, and document control/record keeping. The amount of fiscal impact is not yet determined but there will be increased cost to Herriman to implement the ordinance requirements in order to meet the UDEQ permit requirements.

Chapter 17.22 - STORMWATER QUALITY

Sections:

PART I. - General Provisions

17.22.010 - Purpose.

The purpose of this title is to:

- A. Protect, maintain, and enhance the environment of the city;
- B. Establish responsibilities for controlling and managing stormwater runoff; and
- C. Protect the public health, safety and the general welfare of the citizens of the city, by controlling the discharge of pollutants into city's stormwater system and to maintain and improve the quality of the receiving waters into which the stormwater outfalls flow, including, without limitation, lakes, rivers, streams, ponds, wetlands, and groundwater of the county;
- D. Facilitate the city's compliance with the Utah Pollution Discharge Elimination System permit (UPDES) and applicable regulation, R317.8 for stormwater discharges, issued by the State of Utah, Division of Water Quality; and
- E. Allow the city to exercise the powers granted by the Utah Code, which provides that, among other powers cities have with respect to stormwater facilities, city's may by ordinance or resolution:
 1. Exercise general regulation over the planning, location, construction, and operation and maintenance of stormwater facilities in the city, whether or not owned and operated by the city;
 2. Adopt any rules and regulations deemed necessary to accomplish the purposes of this title, including the adoption of fees for services and permits;
 3. Establish standards to regulate the quantity of stormwater discharged and to also regulate stormwater contaminants as may be necessary to protect water quality;
 4. Review and approve plans and plats in proposed subdivisions or commercial developments for stormwater management;
 5. Issue permits for stormwater discharges or for the construction, alteration, extension, or repair of stormwater facilities;
 6. Suspend or revoke permits when it is determined that the permittee has violated any applicable law, ordinance, regulation, or condition of the permit;
 7. Take enforcement actions for violations of this ordinance or of the conditions of the permit, including but not limited to notice of violations, consent orders, compliance orders, or cease and desist orders. Enforcement actions may also include the assessment of penalties;

8. Regulate and prohibit discharges into stormwater facilities of sanitary, industrial, or commercial sewage; waters that have otherwise been contaminated; or non-stormwater, except as allowed under the UPDES stormwater discharge permit; and
9. Expend funds to remediate or mitigate the detrimental effects of contaminated land or other sources of stormwater contamination, whether publicly or privately owned.

17.22.020 - Administering entity.

The City Engineer or designee, acting on behalf of City, shall administer the provisions of this ordinance. Nothing in this ordinance shall relieve any person from responsibility for damages or injury to other persons or property, nor impose upon the county, its officers, agents or employees, any liability for damages or injury to other persons or property.

17.22.030 - Definitions.

For the purposes of this section, the following definitions shall apply: words used in the singular shall include the plural, and the plural shall include the singular; words used in the present tense shall include the future tense; the word "shall" is mandatory and not discretionary; and the word "may" is permissive. Words not defined in this section shall be construed to have the meaning given by common and ordinary use as defined in the latest edition of Webster's Dictionary.

"As-built plans" means drawings depicting conditions as they were actually constructed.

"Best management practices" (BMPs) means the physical, structural, and managerial practices, when used singly or in combination, prevent or reduce pollution of water, approved by the city and incorporated by reference into this ordinance as if fully set out therein. For purposes of this title, the relevant BMPs are more particularly defined in the Salt Lake County Guidance Document for Stormwater Management.

"Channel" means a natural or artificial watercourse with a definite bed and banks that conducts flowing water continuously or periodically.

"Contaminant" means any physical, chemical, biological, or radiological substance or matter in water.

"Common Plan of Development" means a site where multiple separate and distinct construction activities may be taking place at different times on different schedules, but still under a single plan.

"Discharge" means dispose, deposit, spill, pour, inject, seep, dump, leak or place by any means any solid or liquid matter, or solid or liquid matter which is disposed, deposited, spilled, poured, injected, seeped, dumped, leaked, or placed by any means including any direct or indirect entry into the city separate storm sewer system.

"Easement" means an acquired legal privilege or right of use or enjoyment that a person, party, firm, corporation, municipality or other legal entity has in the land of another.

"Erosion" means the removal of soil particles by the action of water, wind, ice or other geological agents, whether naturally occurring or acting in conjunction with or promoted by human activities or effects.

"Erosion and sediment control plan" means a written plan, including drawings or other graphic representations, designed to minimize the accelerated erosion and sediment runoff at a site during construction activities.

"Erosivity Waiver" means a certification that is used for small construction sites of less than 5 acres that waives the requirement for a permit if the calculated erosivity factor is less than 5.

"Illicit connections" means illegal or unauthorized connections to the municipal separate stormwater system whether such connections result in discharges into that system.

"Illicit discharge" means any discharge to the municipal separate storm sewer system that is not composed entirely of uncontaminated stormwater and not specifically exempted under Part I.B.2 of the UPDES permit.

"Land disturbance or grading permit" means the land disturbance or grading permit as adopted or issued by the city.

"Land disturbing activity" means any activity on property that results in a change in the existing vegetative or non-vegetative soil cover or in the existing soil topography, including but are not limited to, development, redevelopment, demolition, construction, reconstruction, clearing, grading, filling, or excavation.

"Maintenance" means any activity that is necessary to keep a stormwater facility in good working condition so as to function as designed. "Maintenance" may include complete reconstruction of a stormwater facility if reconstruction is needed in order to restore the facility to its original operational design parameters, and the correction of any problem on the site property which may directly impair the functions of the stormwater system or facility.

"Long-Term Storm Water Maintenance Agreement" means a document recorded in the land records which acts as a property deed restriction and which provides for long-term maintenance of stormwater management practices.

"Municipal separate storm sewer system (MS4)" means the conveyances owned or operated by the city for the collection and transportation of stormwater, including roads and streets and their drainage systems, catch basins, curbs, gutters, ditches, man-made channels, stormwater ponds, basins, wetlands and storm drains.

"Notice of Violation (NOV)" means a notice issued to a responsible person or entity whenever the City Engineer or designee acting on behalf of City, finds the person or entity is not complying with this ordinance. The city will order compliance by written notice of violation to the responsible person. Requirements in this notice are at the discretion of

the City Engineer or designee, acting on behalf of City, and may include monitoring, payment to cover costs relating to the noncompliance, and the implementation of best management practices.

"Off-site facility" means a structural BMP located outside the subject property boundary described in the permit application for land development activity.

"Peak flow" means the maximum instantaneous rate of flow of water at a particular point resulting from a storm event.

"Person" means any and all persons, natural or artificial, including any individual, firm, business entity or association and any municipal or private corporation organized or existing under the laws of Utah or any other state or country.

"Pre-existing conditions" means the conditions of property in its native state or changed under approval by the county.

"Property owner" means the land owner of property within the incorporated area of the City.

"City Engineer or designee" means the Herriman City Engineer or his designees, which designees include the following individuals: Public Works Director, Assistant City Engineer, Stormwater Program Manager, and all city inspectors, when such individuals are providing services for City.

"Responsible person" means a person who commits, aids in committing, contributes to, causes, supports, retains, or permits a violation of this Chapter.

"Runoff" means that part of precipitation, snowmelt, or irrigation water that runs off the land into streams or other surface water.

"Sediment" means solid material, both mineral and organic, which is in suspension, is being transported, or has been moved from its site of origin by air, water, gravity or ice and has come to rest on the earth's surface.

"Sedimentation" means the process of subsidence and decomposition by gravity of suspended matter carried by water, wastewater, or other liquids.

"Soils report" means a study of soils on a subject property with the primary purpose of characterizing and describing the soils. The soils report shall be prepared by qualified personnel, who shall be directly involved in the soil characterization either by performing the investigation or by directly supervising employees.

"Stabilization" means providing adequate vegetative or structural means to prevent erosion.

"Stormwater" means stormwater runoff, snow melt runoff, surface runoff, street wash waters related to street cleaning or maintenance, infiltration, and drainage.

"Storm Water Design Standards and Regulations" means any current stormwater standards and regulations adopted by the county and by this reference adopted by the city.

"Stormwater management" means the programs to maintain quality and quantity of stormwater runoff to pre-development levels.

"Stormwater management facilities system" means the drainage structures, conduits, ditches, combined sewers, sewers, and all device appurtenances by which stormwater is collected, transported, pumped, treated or disposed.

"Stormwater pollution prevention plan (SWPPP)" means the set of drawings and other documents that comprise all the information and specifications for the programs, drainage systems, structures, BMPs, concepts and techniques intended to maintain or restore quality and quantity of stormwater runoff to pre-development levels.

"Stormwater runoff" means flow on the surface of the ground, resulting from precipitation.

"Structural BMPs" means practices which refer to devices constructed to control stormwater runoff.

"Surface water" means waters upon the surface of the earth in bounds created naturally or artificially, including but not limited to, streams, other water courses, lakes and reservoirs.

"TMDL" means total maximum daily load, in accordance with a program implemented by the Utah Division of Water Quality. "UPDES" means the Utah Pollutant Discharge Elimination System administered by the State of Utah, Division of Water Quality in regulation R317.8.

"Watershed" means all the land area that contributes runoff to a particular point along a waterway.

PART II. - Construction Sites

17.22.040 - Land disturbance and grading permits.

- A. Every person will be required to obtain a land disturbance or grading permit from the City Engineer or designee in the following cases:
 - 1. Land disturbing or grading activity generally affecting one or more acres of land;
 - 2. Land disturbing or grading activity affecting less than one acre of land if the activity is part of a larger common plan of development affecting one or more acre of land;
 - 3. Land disturbing or grading activity affecting less than one acre of land, if in the discretion of the City Engineer or designee such activity poses a unique threat to water quality or public health or safety;
 - 4. The creation and use of borrow pits; or
 - 5. Processing earthen materials such as top soil and gravel screening.
- B. 1. Property owners shall not alter or restrict natural channels and waterways without proper federal, state and county permits.

2. Modifications of sensitive areas are subject to and governed by the Foothills and Canyons Overlay Zone (Title 19.72). These modifications require a land disturbance or grading permit and approval from all appropriate governing agencies.
 3. Property owners proposing to redirect runoff, surface or pipe flow to properties or facilities outside city boundaries must provide written approval from the county and affected municipality.
 4. Property owners proposing to redirect runoff, surface, or pipe flow to properties or facilities outside of county boundaries must provide written approval from the state, county, neighboring county affected, or municipality affected.
 4. Property owners are responsible for the protection of irrigation canals as provided by the relevant sections of this ordinance.
 5. Discharges into or modifications of canals require written approval from the canal owners and applicable governing agencies.
- C. Building permit. No building permit shall be issued until the applicant has obtained a land disturbance or grading permit where one is required by this ordinance.
- D. Exemptions. The following activities are exempt from the permit requirement:
1. Any emergency activity that is immediately necessary for the protection of life, property, or natural resources;
 2. Existing nursery and agricultural operations conducted as a permitted main or accessory use;
 3. Any agricultural activity that is consistent with an approved farm conservation plan or a management plan prepared or approved by the appropriate county, federal, or state agency; and
 4. Additions or modifications to existing single family structures.
- E. Application for a land disturbance or grading permit.
1. Each application shall include the following:
 - a. Name of applicant;
 - b. Business or residence address of applicant;
 - c. Name, address and telephone number of the owner of the property of record in the office of the Salt Lake County Recorder;
 - d. Address and legal description of subject property including the tax reference number and parcel number of the subject property;
 - e. Name, address and telephone number of the contractor and any subcontractor(s) who shall perform the land disturbing or grading activity and who shall implement the erosion and sediment control plan; and
 - f. A statement indicating the nature, extent and purpose of the land disturbing or grading activity including the size of the area for which the permit shall be

applicable and a schedule for the starting and completion dates of the land disturbing activity.

2. Each application shall be accompanied by:
 - a. A stormwater pollution prevention plan (SWPPP) providing for stormwater management during the land disturbing activity and after the activity has been completed;
 - b. A sediment and erosion control plan as part of the SWPPP, which will protect water quality, reduce the discharge or pollutants, and control waste such as, but not limited to, discarded building materials, concrete truck washout, chemicals, litter and sanitary waste at the construction site that may cause adverse impacts to water quality, and shall meet all standards set by UPDES general permit; and
 - c. Evidence of a valid state UPDES general permit and Notice of Intent for construction activities issued by the division of water quality.
 - d. Evidence of an Erosivity Waiver, if applicable.
3. The applicant shall obtain from all applicable state or federal agencies all required environmental permits or approvals that pertain to the property, including the following:
 - a. Compliance with water quality standards and TMDL requirements;
 - b. Compliance with federal or state laws pertaining to threatened or endangered species or historic properties; and
 - c. Any additional development requirements or conditions required by the City Engineer or designee in accordance with this ordinance or other applicable law on the development of property.
4. Each application for a land disturbance permit shall be accompanied by payment of land disturbance and other stormwater management fees based on the city's current fee schedule.

F. Review and approval of application.

1. The City Engineer or designee will review each application for a land disturbance or grading permit to determine whether it conforms with the provisions of this ordinance. Within 15 days after receiving an application, the City Engineer or designee, acting in behalf of City, shall provide one of the following responses in writing:
 - a. Approval of the permit application;
 - b. Approval of the permit application, subject to such reasonable conditions as may be necessary to comply with the objectives of this ordinance; or
 - c. Denial of the permit application, stating the reason(s) for the denial.
2. If the City Engineer or designee has granted conditional approval of the permit, the applicant shall submit a revised plan that conforms to the conditions

established by the City Engineer or designee. The applicant shall be allowed to proceed with his land disturbing or grading activity if the activity meets the conditions established by the City Engineer or designee. No development plans will be approved until the land disturbance or grading permit has been approved.

- G. Permit duration. Every land disturbance or grading permit shall expire and become null and void if substantial work authorized by such permit has not commenced within one hundred eighty (180) calendar days of issuance, or if work is not complete within eighteen (18) months from the date construction begins.
- H. Notice of construction. The applicant must notify the City Engineer or designee five (5) business days before beginning construction to set up a preconstruction meeting with department. An applicant must hold a pre-construction meeting with department before breaking ground. This meeting will include, but not be limited to, review of the site design, the planned operations at the construction site, planned BMPs during the construction phase, and the planned BMPs to be used to manage runoff created after development
- I. Inspections. Regular inspections of the construction site shall be conducted by the City Engineer or designee. All inspections shall be documented and written reports prepared containing the following information:
 - 1. The date and location of the inspection;
 - 2. Whether construction complies with the approved SWPPP;
 - 3. Variations from the approved construction specifications; and
 - 4. Any violations.
- I. Performance bonds.
 - 1. The City Engineer or designee may in behalf of City, at his discretion, require the applicant post a performance security, performance, or landscape bond before a permit is issued in order to ensure stormwater practices are met as required by the approved SWPPP. The applicant must post any performance bond required by Section 17.20.150 of this ordinance.
 - a. The amount of the installation performance security, performance, or landscape bond shall be the total estimated construction cost of the structural BMPs approved under the permit plus any reasonably foreseeable additional related costs, such as for damages or enforcement activities.
 - b. The performance security, performance bond, or landscape bond shall contain forfeiture provisions for failure to complete the work specified in the stormwater management plan.
 - c. The applicant shall provide an itemized construction cost estimate complete with unit prices, subject to acceptance, amendment or rejection by the City Engineer or designee, acting in behalf of City.

- d. The City Engineer or designee, acting in behalf of City, shall have the discretion to calculate or amend the applicant's estimated cost of construction cost.
2. The performance security, performance bond, or landscape bond shall be released, with appropriate retention according to state and local law, upon verification from the City Engineer or designee that the structural BMP has been installed in accordance with the approved plan and other applicable provisions of this ordinance.
3. The City Engineer or designee shall make a final inspection of the structural BMP to ensure it complies with the approved plan and this ordinance. A partial pro-rata release of the performance security or performance bond based on the completion of various development stages may be made at the discretion of the City Engineer or designee in behalf of City.
4. The release of the retention portion of the performance security, performance bond, or landscape bond shall not occur until evidence of a Notice of Termination of the UPDES permit is provided to the City Engineer.

17.22.050 - Stormwater system design and management standards.

A. Stormwater design and BMP manuals.

1. The city adopts the following publications as its stormwater design and BMP manuals, which are incorporated by reference in this ordinance:
 - a. Herriman City Standards and Specifications.
 - b. American Public Works Association Utah Chapter Manual of Standard Plans
 - d. Additional stormwater manuals as adopted by the city.
2. These manuals include a list of acceptable BMPs. The manuals may be updated and expanded from time to time, at the discretion of the City council, upon the recommendation of the City Engineer or designee, based on improvements in engineering, science, monitoring and local maintenance experience. Stormwater facilities designed, constructed and maintained in accordance with these BMP criteria and manufacturer's recommendations will be presumed to meet the minimum water quality performance standards.

B. General performance criteria for stormwater management. Unless a site is granted a waiver or determined by the City Engineer or designee, acting on behalf of City, to be exempt, the following post-construction performance criteria shall be addressed for stormwater management at all sites:

1. The design of storm drain systems within the boundaries of or discharging into a city storm drain system shall be supervised by a Utah registered professional engineer, and shall carry the seal of the supervising professional engineer.
2. All systems shall be designed to permit control of the peak flow rates of stormwater discharge associated with storm levels specified in this ordinance or in the BMP manual and to reduce the generation of post-construction stormwater

runoff back to preconstruction levels. These designs shall to utilize pervious areas for stormwater treatment to the extent possible and infiltrate stormwater runoff from driveways, sidewalks, rooftops, parking lots, and landscaped areas to the maximum extent practicable to provide treatment for both water quality and quantity.

3. To protect stream channels from degradation, specific channel protection criteria shall be provided as prescribed in the BMP manual.
4. Stormwater discharges to critical areas with sensitive resources, such as, recharge areas or water supply reservoirs, may be subject to additional performance criteria, or may need to utilize or restrict certain stormwater management practices.
5. Stormwater discharges from priority sites may require the application of specific structural BMPs and pollution prevention practices.
6. Prior to or during the site design process, applicants for land disturbance or grading permits shall consult with the City Engineer or designee to determine if additional stormwater design requirements are needed.
7. The calculations for determining peak flows as found in the BMP manual shall be used for determining the size of all stormwater facilities.

C. Minimum control requirements.

1. Stormwater discharge during all construction activities shall comply with the terms of the land disturbance permit, the Storm Water Design Standards and Regulations, and requirements established by the city building code, and the state UPDES.
2. Stormwater designs shall meet the multi-stage storm frequency storage requirements required by the city unless the City Engineer or designee, acting on behalf of City, has granted the applicant a full or partial waiver for a particular BMP under this ordinance.
3. Runoff rates from one lot to another may not exceed pre-existing conditions or unreasonably and unnecessarily cause more harm than pre-existing conditions.
4. If hydrologic or topographic conditions warrant greater control than provided by the minimum control requirements, the City Engineer or designee may impose any and all additional requirements determined necessary to control the volume, timing, and rate of runoff.
5. In accordance with the UPDES General Permit No. UTS000001 for common drainage locations that serve areas with ten or more acres disturbed at one time, a sediment basin shall be constructed which provides storage for a ten-year, twenty-four-hour storm event or for a calculated volume of runoff for disturbed acres drained or equivalent control measures shall be prepared until final stabilization of the site. Where calculations are not performed, a sediment basin providing three thousand six hundred cubic feet of storage per acres drained, or

equivalent control measures, must be provided where possible until final stabilization of the site.

- D. Property owners are responsible to manage stormwater runoff and sediment which traverse or originate on their property, whether in conduit systems or on the surface, unless this responsibility is relinquished through the terms and conditions of an easement. Drainage across property lines shall not exceed that which existed prior to the grading. Excess or concentrated drainage shall be contained on site or directed to an approved drainage facility. Erosion of the ground in the area of discharge shall be prevented by installation of nonerosive down drains or other devices.
- E. The SWPPP must be retained on-site, or available to view within thirty minutes, and shall include sufficient information to allow the City Engineer or designee to evaluate the environmental characteristics of the project site, the potential water resource impacts of all proposed present and future development of the site, and the effectiveness and acceptability of the measures proposed for managing stormwater generated at the project site. The SWPPP shall include the following:
 - 1. A description of the construction activity including:
 - a. The intended sequence of major activities which disturb soils for major portions of the site;
 - b. An estimate of the total area of the site and the area expected to be disturbed by excavation, grading, or other activities; and
 - c. Written procedures for trash control including building materials, concrete materials washout, chemicals, litter and sanitary waste.
 - 2. A 1" = 500" topographic base map of the site which extends a minimum of one thousand feet beyond the limits of the proposed development and indicates:
 - a. Existing surface water drainage including streams, ponds, culverts, ditches, sink holes and wetlands and showing the type, size, elevation, of nearest upstream and downstream drainage structures;
 - b. Construction boundaries and a description of existing vegetation prior to grading activities;
 - c. Areas of soil disturbance and areas of no disturbance;
 - d. Current land use including all existing structures, locations of utilities, roads, and easements;
 - e. The location of areas used for construction support;
 - f. The location of areas where stabilization practices are expected to occur;
 - g. The location of areas where stormwater is discharged or will discharge to a surface water;
 - h. All other existing significant natural and artificial features;

- i. Proposed land use with tabulation of the percentage of surface area to be adapted to various uses, drainage patterns, locations of utilities, roads and easements, and the limits of clearing and grading; and
 - j. Proposed structural and non-structural BMPs.
 - k. The map shall include a written description of the site plan and a justification of proposed changes in natural conditions, if required.
 3. Hydrologic and hydraulic design calculations for the predevelopment and post-development conditions for the design storms specified in the BMP manual. These calculations must show the proposed stormwater management measures are capable of controlling runoff from the site in compliance with this ordinance and the guidelines of the BMP manual. Such calculations shall include:
 - a. A description of the design storm frequency, duration, and intensity where applicable;
 - b. Time of concentration;
 - c. Soil curve numbers or runoff coefficients including assumed soil moisture conditions;
 - d. Peak runoff rates and total runoff volumes for each watershed area;
 - e. Infiltration rates, where applicable;
 - f. Culvert, stormwater sewer, ditch and other stormwater conveyance capacities;
 - g. Flow velocities;
 - h. Data on the increase in rate and volume of runoff for the design storms referenced in the BMP manual; and
 - i. Documentation of sources for all computation methods and field test results.
 4. If SWPPP control measures depend on the hydrologic properties of soils, such as infiltration basins, a soils report shall be included. The soils report shall be based on on-site boring logs or soil pit profiles and soil survey reports. The number and location of required soil borings or soil pits shall be determined based on what is reasonably needed to determine the suitability and distribution of soil types present at the location of the control measure.
 5. Location of stormwater velocity dissipation devices placed at discharge locations and along the length of any outfall channel to provide a non-erosive flow velocity from the structure to a waterway.
 6. Plans and methods for minimizing off-site tracking and the generation of dust.
 7. Detailed maintenance and repair procedures to ensure continued performance. These procedures will identify the parts or components of a SWPPP facility to be maintained and the equipment and skills or training necessary. Provisions for the periodic review and evaluation of the effectiveness of the maintenance program and the need for revisions or additional maintenance procedures shall be

included in the plan. A permanent elevation benchmark shall be identified in the procedures to assist in the periodic inspection of the facility.

8. A detailed plan for management of vegetation at the site after construction is finished, including the persons or entities responsible for the maintenance of vegetation at the site and the practices employed to ensure that adequate vegetative cover is preserved. Where required by the BMP, this plan must be prepared by qualified personnel.
 9. The applicant shall keep the SWPPP current. If there is a change in design, construction, operation, or maintenance of BMPs, the applicant must amend the SWPPP accordingly. If the City Engineer or designee determines the SWPPP to be ineffective in controlling stormwater pollutants, the city may require the applicant to modify the SWPPP. The SWPPP must be modified by the applicant whenever a new owner or operator becomes responsible for implementing the SWPPP. If a SWPPP has been completed for a proposed development, subsequent builders may utilize portions of the original SWPPP with appropriate site specific modifications.
- F. The applicant must ensure access to the site for the purpose of inspection and repair by securing all the maintenance easements needed and transferring those easements by deed to the city. Easements shall be binding on the current property owner and all subsequent owners, agents and assigns and shall be properly recorded.
- G. The owner of property to be served by a stormwater management facility not owned by the City shall execute a long-term stormwater maintenance agreement that shall operate as a deed restriction binding on the current property owner and all subsequent property owners, agents and assigns. The maintenance agreement shall:
1. Assign responsibility for the maintenance and repair of the stormwater facility to the owner of the property upon which the facility is located and be recorded as such on the plat for the property by appropriate notation.
 2. Provide for a periodic inspection by the property owner for the purpose of documenting maintenance and repair needs and ensuring compliance with the purpose and requirements of this ordinance. The property owner shall cause this inspection to be conducted by a Registered Stormwater Inspector (RSI) who will submit a report, with his signature, of the inspection to the City Engineer or designee. The long-term maintenance agreement shall grant permission to the city to enter the property at reasonable times and inspect the stormwater facility to ensure it is being properly maintained.
 3. Provide minimum maintenance and repair needs including, but are not limited to, the removal of silt, litter and other debris, the cutting of grass; grass cuttings, waste and vegetation removal; leave in replacement of landscape vegetation in detention and retention basins and inlets and drainage pipes and other stormwater facilities. The agreement shall also provide the property owner shall be responsible for additional maintenance and repair needs consistent with the needs and standards outlined in the BMP manual.

4. Provide that maintenance needs must be addressed in a timely manner, on a schedule to be determined by the City Engineer or designee.
 5. Provide if the property is not maintained or repaired within the prescribed schedule, the City Engineer or designee shall perform the maintenance and repair at its expense, and bill the cost thereof to the property owner. The maintenance agreement shall also provide the City Engineer or designee's cost of performing the maintenance shall be a lien against the property.
- H. The city shall have the discretion to accept the dedication of any existing or future stormwater management facility, provided such facility meets the requirements of this ordinance and includes adequate and perpetual access and sufficient areas, by easement or otherwise, for inspection and regular maintenance. Any stormwater facility accepted by the city must also meet the city's construction standards and any other standards and specifications which apply to the particular stormwater facility in question.
- I. The applicant must prepare a sediment and erosion control plan for all construction activities that complies which shall accurately describe the potential for soil erosion and sedimentation problems resulting from land disturbing activity and shall explain and illustrate the measures to be taken to control these problems. The length and specificity of the plan shall be commensurate with the size of the project, the site condition, and potential for off-site damage. The plan shall be prepared under seal by a registered professional engineer licensed in Utah when applicable. The plan shall also conform to the requirements found in the BMP manual and shall include at least the following:
1. A description of the intended project and proposed land disturbing or grading activity including number of units and structures to be constructed and infrastructure required;
 2. A topographic map with contour intervals of five feet or less showing present conditions and proposed contours resulting from land disturbing or grading activity;
 3. All existing drainage ways, including intermittent and wet-weather ways, with any designated floodways or floodplains;
 4. A general description of existing land cover, not to include individual trees and shrubs;
 5. Stands of existing trees as they are to be preserved upon project completion, specifying their general location on the property. Differentiation shall be made between existing trees to be preserved, trees to be removed and proposed planted trees. Tree protection measures must be identified, and the diameter of the area involved must also be identified on the plan and shown to scale. Information shall be included concerning the proposed destruction of exceptional and historic trees in setbacks and buffer strips, where they exist. Complete landscape plans may be submitted separately. The plan must include the sequence of implementation for tree protection measures;

6. Approximate limits of proposed clearing, grading and filling;
7. Approximate flows of existing stormwater leaving any portion of the site;
8. A general description of existing soil types and characteristics and any anticipated soil erosion and sedimentation problems resulting from existing characteristics;
9. Location, size and layout of proposed stormwater and sedimentation control improvements;
10. Proposed drainage network;
11. Proposed drain tile or waterway sizes;
12. Approximate flows leaving site after construction and incorporating water run-off mitigation measures. The evaluation must include projected effects on property adjoining the site and on existing drainage facilities and systems. The plan must address the adequacy of outfalls from the development; when water is concentrated, the capacity of waterways, if any, accepting stormwater offsite; and the measures, including infiltration, sheeting into buffers, and other measures used to prevent the scouring of waterways and drainage areas off-site;
13. The projected sequence of work represented by the grading, drainage and sedimentation and erosion control plans relating to other major items of construction, beginning excavation and including the construction of any sediment basins or retention facilities or any other structural BMPs;
14. Specific remediation measures to prevent erosion and sedimentation run-off. Plans shall include detailed drawings of all control measures used and stabilization measures including both temporary and permanent vegetation and non-vegetation measures. Detailed construction notes and a maintenance schedule shall be included for all control measures in the plan;
15. Specific details for the construction of rock pads, wash down pads, and settling basins for controlling erosion; road access points; and eliminating or keeping soil, sediment, and debris on streets and public ways at a level acceptable to the City Engineer or designee. Soil, sediment, and debris brought onto streets and public ways must be removed by the end of the work day by machine, broom or shovel to the satisfaction of the City Engineer or designee. Failure to remove the sediment, soil or debris shall be deemed a violation of this ordinance;
16. Location and identification of any proposed additional buildings, structures or development on the site; and
17. A description of on-site measures to be taken to recharge surface water into the ground water system through infiltration.

PART III. - Post construction.

17.22.060 - As-built plans.

Applicants may be required to submit actual as-built plans for any structures located on-site within 60 days after final construction is completed. The plan must show the final design specifications for all stormwater management facilities and must be prepared under seal by a registered professional engineer licensed to practice in Utah. A final inspection by the city inspector is required before any performance security, performance bond, or landscape bond will be released. The City Engineer or designee, on behalf of City, shall have the discretion to adopt provisions for a partial pro-rata release of the performance security, performance bond, or landscape on the completion of various stages of development. In addition, a Certificate of Occupancy shall not be granted until corrections to all stormwater infrastructure BMPs have been made and accepted by the City Engineer or designee.

17.22.070 - Landscaping and stabilization requirements.

Any area of land from which the natural vegetative cover has been either partially or wholly cleared by development activities shall be revegetated according to a schedule approved by the City Engineer or designee, acting on behalf of City. The following criteria shall apply to revegetation efforts:

- A. Reseeding must be done in a contiguous fashion with an annual or perennial cover crop accompanied by placement of straw mulch or its equivalent of sufficient coverage to control erosion until such time as the cover crop is established on more than seventy percent of the seeded area.
- B. Replanting with native woody and herbaceous vegetation must be accompanied by placement of straw mulch or its equivalent of sufficient coverage to control erosion until the plantings are established and are capable of controlling erosion.
- C. In addition to the above requirements, a landscaping plan must be submitted with the final design describing the vegetative stabilization and management techniques to be used at the site after construction is completed. This plan shall explain how the site will be stabilized after construction, who will be responsible for the maintenance of vegetation at the site, and what practices will be employed to ensure that adequate vegetative cover is preserved.

17.22.080 - Inspection of stormwater management facilities.

1. The City Engineer or designee, acting on behalf of City, has the authority to conduct periodic inspections of facilities to determine and ensure that the facilities are adequately maintained, continue to perform in an adequate manner, and are in compliance with applicable law and, if applicable, the inspection and maintenance agreement. Such inspections shall be conducted in a reasonable manner, at reasonable times and upon reasonable notice to responsible parties as determined by the City Engineer or designee. If an owner or responsible person denies the City Engineer or designee entry to conduct an inspection, the City Engineer or designee, on behalf of City, may petition the court for a warrant or other court order authorizing entry to conduct an inspection.

2. The mayor has authority to enter into stormwater maintenance agreements providing for owners, operators, or qualified third parties to conduct maintenance and provide annual certification that adequate maintenance has been performed and that

structural controls are operating as designed to protect water quality. This will in no wise limit the authority of the City Engineer or designee to conduct inspections and to enforce violations of this ordinance.

17.22.090 - Records of installation and maintenance activities.

Parties responsible for the operation and maintenance of a stormwater management facility shall make records of the installation and of all maintenance and repairs to the facility and shall retain the records for at least three years, or as otherwise required by a stormwater maintenance agreement. These records shall be made available to the City Engineer or designee during inspection of the facility and at other reasonable times upon request.

17.22.100 - Failure to meet or maintain design or maintenance standards.

If a responsible party fails or refuses to meet the design or maintenance standards required for stormwater facilities under this ordinance, the City Engineer or designee, on behalf of City, after reasonable notice, may correct a violation of the design standards or maintenance needs by performing all necessary work to place the facility in proper working condition. In the event that the stormwater management facility becomes a danger to public safety or public health, the City Engineer or designee shall notify in writing the party responsible for maintenance of the stormwater management facility. Upon receipt of the notice, the responsible person shall have 0-10 days, as is reasonable depending on the violation, to effect maintenance and repair of the facility in an approved manner. In the event the corrective action is not undertaken within that time, the City Engineer or designee may take necessary corrective action, as provided in Section 17.22.170 of this ordinance. The cost of any activities by the City Engineer or designee under this section shall be charged to the responsible party. This provision in no way restricts the mayor, City Engineer, or designee from following the enforcement mechanism set forth in Section 17.22.170 of this ordinance.

17.22.110 - Waivers.

- A. Every applicant shall be responsible for all post-construction stormwater management activities required by this ordinance unless a request to waive this requirement is approved. Requests to waive the stormwater management plan requirements shall be submitted in writing to the City Engineer or designee, acting in behalf of City, for approval. Waiver is in the discretion of the City Engineer or designee.
- B. The minimum requirements for stormwater management may be waived in whole or part upon written request of the applicant, provided that at least one of the following conditions applies:
 1. The applicant demonstrates that the proposed development is not likely to impair attainment of the objectives of this ordinance;

2. Alternative minimum requirements for on-site management of stormwater discharges have been established in a stormwater management plan approved by the City Engineer or designee on behalf of City; or
 3. Provisions are made to manage stormwater by an off-site facility which must be currently in place and designed to provide the level of stormwater control equal to or greater than controls afforded by on-site practices. Further, the off-site facility must be operated and maintained by an entity that is legally obligated to continue the operation and maintenance of the facility.
- C. To receive a waiver, the applicant must demonstrate to the satisfaction of the City Engineer or designee the waiver will not lead to any of the following conditions downstream:
1. Deterioration of existing culverts, bridges, dams, and other structures;
 2. Degradation of biological or ecological functions or habitat;
 3. Accelerated streambank or streambed erosion or siltation;
 4. Increased threat of flood damage to public health, life or property; or
 5. Degradation of receiving water quality.
- D. No land disturbance or grading permit shall be issued where a waiver has been requested until the waiver is granted. If no waiver is granted, the plans must be resubmitted with a stormwater management plan.

PART IV. - Ordinance applicability at existing location and developments.

17.22.120 - Existing locations and developments.

- A. The following requirements shall apply to all locations and development where land disturbing activities have occurred before enactment of this ordinance:
1. Denuded areas must be vegetated or covered under the standards and guidelines specified in the BMP manual and on a schedule acceptable to the City Engineer or designee.
 2. Cuts and slopes must be properly covered with appropriate vegetation or retaining walls constructed.
 3. Drainage ways shall be properly covered in vegetation or secured with rip-rap, channel lining, or other means capable of preventing erosion.
 4. Trash, junk, and other materials shall be cleared from drainage ways.
 5. Stormwater runoff shall be controlled to the extent reasonable to prevent pollution of local waters. Such control measures may include, but are not limited to, the following:
 - a. Ponds, such as:
 - i. Detention pond;

- ii. Extended detention pond;
 - iii. Wet pond; or
 - iv. Alternative storage measures;
 - b. Constructed wetlands;
 - c. Infiltration systems, such as:
 - i. Infiltration/percolation trench;
 - ii. Infiltration basin;
 - iii. Drainage (recharge) well; or
 - iv. Porous pavement;
 - d. Filtering systems, such as:
 - i. Catch basin inserts/media filter;
 - ii. Sand filter;
 - iii. Filter/absorption bed; or
 - iv. Filter and buffer strips; or
 - e. Open channel, such as a swale.
- B. The City Engineer or designee, on behalf of City, shall notify in writing the owners of existing locations and developments of specific drainage, erosion or sediment problems affecting such locations and developments and the specific actions required to correct those problems. The notice shall also specify a reasonable time for compliance.
- C. The City Engineer or designee, on behalf of City, may, to the extent authorized by state and federal law, or this ordinance, establish inspection programs to verify that all stormwater management facilities, including those built before or after the adoption of this ordinance, are functioning within design limits. These inspection programs may be established on any reasonable basis, including but not limited to: routine inspections; random inspections; inspections based upon complaints or other notice of possible violations; inspection of drainage basins or areas identified as sources of sediment or other contaminants or pollutants; inspections of businesses or industries of a type associated with higher than usual discharges of contaminants or pollutants or with discharges of a type which are likely to cause violations of the city's UPDES stormwater permit; and joint inspections with other agencies inspecting under environmental, safety or other laws. Inspections may include, but are not limited to, reviewing maintenance and repair records; sampling discharges, surface water, groundwater, and material or water in drainage control facilities; and evaluating the condition of drainage control facilities and other BMPs.
- D. Corrective measures imposed by the City Engineer or designee under this section are subject to appeal under § 17.22.190 of this ordinance.

PART V. - Illicit discharges and connections.

17.22.130 - Illicit discharges.

- A. This section shall apply to all water generated on developed or undeveloped land entering the city's separate storm sewer system.
- B. No person shall introduce or cause to be introduced into the city storm sewer system whether by spill, leak, illegal dumping, sanitary sewer overflow or any other type of release, any discharge that is not composed entirely of uncontaminated stormwater. The commencement, conduct or continuance of any non-stormwater discharge to the county storm sewer system is prohibited. Any person found in violation of this ordinance shall be required to immediately cease, remove, and remediate such improper discharges.

C. The following non-storm water discharges are an exception to subsection B, unless City or State identifies these discharges as significant sources or pollutants to Waters of the State or as causing or contributing to a violation of water quality standards:

- 1. Discharges from the following:
 - a. Water line flushing;
 - b. Landscape irrigation;
 - a. Diverted stream flows;
 - d. Rising ground waters;
 - e. Uncontaminated ground water infiltration (as defined at 40 C.F.R. 35.2005(2)) to separate storm sewers;
 - f. Uncontaminated pumped groundwater;
 - g. Discharges from potable water sources;
 - h. Uncontaminated footing/foundation drains;
 - i. Air conditioning condensate;
 - j. Irrigation water;
 - k. Springs;
 - 1. Uncontaminated water from crawl space pumps;
 - m. Individual residential car washing;
 - n. Flows from riparian habitats and wetlands;
 - o. Dechlorinated swimming pool discharges;
 - p. Residential street wash water;
 - q. Dechlorinated water reservoir discharges;
 - r. Discharges or flows from emergency firefighting activity.

2. Discharges specified in writing by the City Engineer or designee as being necessary to protect public health and safety.
3. Dye testing is an allowable discharge if the City Engineer or designee has so specified in writing.
4. The prohibition shall not apply to any non-storm water discharge permitted under an UPDES permit, waiver, or waste discharge order issued to the discharger and administered under the authority of the state division of water quality, provided the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations and provided that written approval has been granted for any discharge to the storm drain system.

17.22.140 - Illicit connections.

- A. The construction, use, maintenance or continued existence of illicit connections to the separate city storm sewer system is prohibited.
- B. This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection, or made before the effective date of this ordinance.

17.22.150 - Reduction of stormwater pollutants by the use of best management practices.

Any person responsible for a property or premises, which is or may be the source of an illicit discharge, may be required to implement, at the person's expense, the BMPs necessary to prevent the further discharge of pollutants to the county storm sewer system. Compliance with all terms and conditions of a valid National Pollutant Discharge Elimination System permit authorizing the discharge of stormwater associated with industrial activity, to the extent practicable, shall be deemed compliance with the provisions of this section.

17.22.160 - Notification of spills.

Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation, has information of any known or suspected release of materials which are resulting in, or likely to result in the illicit discharges or pollutants into the city storm sewer system, the person shall take all necessary steps to ensure the discovery, containment, and cleanup of the release. In the event of such a release of hazardous materials the person shall immediately notify applicable emergency response agencies of the occurrence. In the event of a release of non-hazardous materials, the person shall notify the City Engineer or designee no later than the next business day. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge, the notices given, and the actions taken to prevent its recurrence. Such records shall be retained for at least three years.

PART VI. - Enforcement Actions and Penalties.

17.22.170 - Enforcement actions.

- A. The authority to enforce the provisions of this ordinance against responsible persons is vested in the City Engineer or designees on behalf of City. All violations of Chapter 17.22 will be enforced by the provisions contained in 17.22.170, 17.22.180, and 17.22.190.
1. Violations of this ordinance are considered materially adverse to the public health, welfare, and safety of persons and are injurious to property or improvements. The City Engineer or designee, on behalf of City, shall have the authority to enforce this ordinance as provided in this Chapter.
 2. Inspection Authority. With the issuance of a permit under this section, the City Engineer or designee, on behalf of City, shall be permitted to enter and inspect facilities subject to this ordinance at all reasonable times and as often as necessary to determine compliance.
 3. Additional Penalties. In addition to the penalties in this Chapter, failure to comply with this ordinance may result in criminal prosecution or punitive sanctions by the Salt Lake County Health Department or by other means identified in law, ordinance or permits or terms set forth in development applications.
- B. Service of Enforcement Actions. Service may be completed by the following methods: Certified mail to the last known address of the responsible person or delivered to responsible person in person. If a permit violation has occurred, notice shall be considered served when mailed to the address listed on the permit application.
- C. Notice of violation.
1. City Engineer or designee, on behalf of City, has authority to issue notices of violation. The City Engineer or designee may serve upon a responsible person or permittee a written notice of violation whenever the City Engineer or designee finds that:
 - (i) any permittee or any other person has violated or is violating this ordinance, a permit, or an order issued hereunder; or
 - (ii) has allowed an employee, agent, or subcontractor to violate this ordinance, a permit, or order hereunder within and during the scope of employment or duty.
 2. A notice of violation under this ordinance must include the following:
 - (i) name of responsible person;
 - (ii) the location of the violation;
 - (iii) date of violation;
 - (iv) explanation of the violation specifying ordinance or permit sections in violation;

- (v) date which civil penalties will begin to accrue;
- (vi) the rate at which civil penalties will accrue; and
- (vii) notice of the appeals process found in 17.22.190 of this Chapter.

3. Within two business days of receipt of this notice, the responsible person shall submit a written explanation of the violation and a plan for the satisfactory correction thereof, including specific required actions, to the City Engineer or designee. Submission of this plan does not relieve the responsible person of liability for any violations occurring before or after receipt of the notice of violation.
4. If the responsible person fails to comply with the first notice of violation, the City Engineer or designee may add to the first notice of violation by issuing a second notice of violation. The penalties described in 17.22.180 may be imposed upon failure to submit the written explanation of the violation and plan for satisfactory correction within two days or upon failure to remediate the violation.
5. The City Engineer or designee may issue further notices of violation as needed. All subsequent notice of violations will include the total accrual of all civil penalties as of the date of the notice.

D. Stop Work Orders.

1. The City Engineer or designee, on behalf of City, has the authority to issue a stop work order, directing that no further work on the development shall be performed or approved, until otherwise authorized by the City Engineer or designee, in the event of the following:
 - i. If after ten calendar days from the date of the first notice of violation either (a) the responsible person has submitted no written explanation or plan for satisfactory correction; (b) no remediation efforts have been put into effect; or (c) the violation continues to occur or occurs again; or
 - ii. Failure to comply with a compliance order by date of compliance; or
 - iii. Any time upon determination that the violation is immediately hazardous to public health, safety, or welfare.
2. A Stop Work Order must include:
 - i. The activity or action that must be stopped immediately;
 - ii. name of responsible person;
 - iii. the location of violation;
 - iv. date violation was observed;
 - v. explanation of the violation specifying ordinance sections in violation;
 - vi. obligation of the responsible person to bring violation into compliance, including the date by which to bring violation into compliance; and
 - vii. notice of the appeals process found in 17.32.060 of this Chapter.

3. A Stop Work Order may be served by posting at the construction site, or by any of the mechanisms provided in 17.22.170(B).
- E. Consent Orders. The City Engineer or designee, on behalf of City, is empowered to enter into consent orders, assurances of voluntary compliance, or other similar means establishing an agreement with the responsible person. Such orders will include specific action to be taken by the responsible person to correct the noncompliance within a time period set out in the order..
- F. Compliance Orders. When the City Engineer or designee finds that any responsible person has violated or continues to violate this ordinance or any permit or order issued hereunder, the City Engineer or designee, on behalf of City, may issue an order to the responsible person directing that adequate structures, devices, be installed or procedures implemented and properly operated with that period specified in the order. Orders should include a date of compliance, and may also contain such other requirements as might be reasonably necessary and appropriate to address the noncompliance, including the construction of appropriate structures, installation of devices, self-monitoring, and adequate management practices. Such order shall be posted on the work site, or delivered in person to the work site. Failure of the responsible person to correct such order by the date of compliance will result in a Stop Work Order being issued, pursuant to 17.22.170(D)
- G. Revocation of Permit. The City Engineer or designee, on behalf of City, reserves the right to revoke any permit granted under this Chapter and require the permittee to resubmit a permit application and revised SWPPP that addresses and remedies the cause of the violations. The City Engineer or designee will revoke a permit only in instances where conditions are not corrected after the issuance of any enforcement action to a responsible person.
- H. Abatement. The City Engineer or designee, on behalf of City, is authorized to abate any violation of this Title. Such abatement will be conducted pursuant to 17.32.040(C) and (D) of this Title.
- I. Whenever there is a conflict between any standard contained in this ordinance and in the BMP manual adopted by the city under this ordinance, the strictest standard shall prevail.

17.22.180 - Penalties.

- A. Any person who commits any act declared unlawful under this ordinance, who violates any provision of this ordinance, who violates the provisions of any permit issued pursuant to this ordinance, or who fails or refuses to comply with any lawful communication or any notice of violations, stop work order, compliance order, or consent order, or take corrective action issued by the City Engineer or designee, shall be guilty of a class B misdemeanor.
- B. Each day of violation shall constitute a separate violation.

- C. Civil penalties, including fines and damages or injunctive relief, may be issued by the City Engineer or designee, on behalf of City, up to the amounts indicated in the Clean Water Act, for industrial violations, or the civil penalty schedules adopted by the City Council for all other violations.
- D. In addition to any civil penalty imposed pursuant to subsection C above, the City Engineer or designee, on behalf of City, may recover all damages proximately caused by the responsible person to the Public Works Department or City, which may include any reasonable expenses incurred in investigating violations of and enforcing compliance with this ordinance, any other actual damages caused by the violation, and the costs of the Public Works Department or City's construction maintenance or repair of stormwater facilities when the user or owner of such facilities fails to maintain them as required by this ordinance.
- E. The City Engineer or designee, on behalf of City, may bring legal action to enjoin the continuing violation of this ordinance and the existence of any other remedy, at law or equity, shall be no defense to any such actions.
- F. The remedies set forth in this section shall be cumulative, not exclusive, and it shall not be a defense to any civil or criminal action that one or more of the remedies herein has been sought or granted.

17.22.190 - Appeals.

- A. Any person aggrieved by the imposition of a civil penalty or damage assessment as provided by this ordinance may appeal said penalty or damage assessment to the Stormwater Program Manager.
- B. The appeal shall be in writing and filed with the Stormwater Program Manager within ten business days after the civil penalty or damage assessment was served.
- C. Upon receipt of an appeal, the Stormwater Program Manager or his designee will conduct an informal meeting with the appellant. The Stormwater Program Manager or designee will provide reasonable notice to appellant of this meeting. The Stormwater Program Manager or designee will make a final determination within two business days of the meeting, and will send by registered mail a copy of the final determination to appellant.
- D. The appellant may appeal the Stormwater Program manager or designee's final determination as provided in Chapter 1.16 of the City Code.

Chapter 17.28 - BONDS AND SURETIES

Sections:

17.28.010 - Form—Filing—Extension.

All bonds, sureties or deposits required under the terms of this title, or by the Director, shall be in the form of a cash or surety bond, escrow agreement or letter of credit, in an

amount specified by the Division. The bond or other surety shall be filed with the Division, and shall guarantee the performance of all construction and/or the payment, of all fees required under the terms of this title. If the bond is given to guarantee the performance of any construction of facilities that are to be maintained by the public, ten percent, or the maximum amount allowed by state law, of the bond amount for such facilities shall extend for a one-year period beyond the date the construction is completed to guarantee replacement of defects.

17.28.020 - Processing.

Bonds, sureties or deposits required in this title shall be processed and released in accordance with the procedures set forth in Chapter 3.56 of this code.

DRAFT



STAFF REPORT

DATE: June 6, 2018

TO: The Honorable Mayor and City Council

FROM: Blake Thomas, City Engineer

SUBJECT: Mountain View Corridor & Rosecrest Road Safety Meeting Follow-Up

RECOMMENDATION:

No action required at this time.

BACKGROUND:

There have been several serious traffic accidents at the intersection of Rosecrest Road and Mountain View Corridor since the roadway opened. Two of the crashes have resulted in fatalities. The most recent accident resulted in a large public response where several residents requested that a meeting be coordinated with officials from UDOT and Herriman City. The residents requested that UDOT implement additional safety measures along the roadway.

DISCUSSION:

UDOT and Herriman engineering staff have worked closely since Mountain View Corridor was in its conceptual phase. Both sides are dedicated to making the roadway as safe as possible. A meeting was held on May 24th where three residents, UDOT officials, and Herriman City staff discussed concerns with safety along Mountain View Corridor. There was a good discussion on the following topics:

- Signal improvements
 - Dual red light globes on cross-street signals
 - Features to assist law enforcement identify signal violations
- Advanced Warning System (AWS) to alert drivers that the light is about to change
- Wrong-way driver detection and alert system
- Acceleration lanes
- Development impacts
 - Traffic congestion
 - Lack of access points
 - New schools



MOUNTAIN VIEW CORRIDOR SAFETY

COMMUNITY MEETING

MAY 24, 2018



EXPECTATIONS

- GOALS OF THIS GROUP
 - REMAIN RESPECTFUL TOWARD EACH OTHER
 - CONSTRUCTIVE CONVERSATION ABOUT SAFETY
 - ULTIMATELY WE WANT TO SAVE LIVES AND MAKE THE ROAD SAFER

AGENDA

- DISCUSSION ITEMS
 - CORRIDOR OVERVIEW – CONFIGURATION AND PHASED CONSTRUCTION
 - CRASH HISTORY FOR KEY INTERSECTIONS IN HERRIMAN
 - RESULTS OF RECENT ANALYSES AND STUDIES
 - NEXT STEPS TO IMPLEMENT SAFETY MEASURES

INTRODUCTIONS

- AGENCY REPRESENTATIVES
 - HERRIMAN CITY
 - BLAKE THOMAS – CITY ENGINEER
 - UDOT
 - BRAD PALMER – TRAFFIC OPERATIONS ENGINEER

- RESIDENTS & NEIGHBORS
 - NAME
 - EXPECTATIONS



MOUNTAIN VIEW CORRIDOR

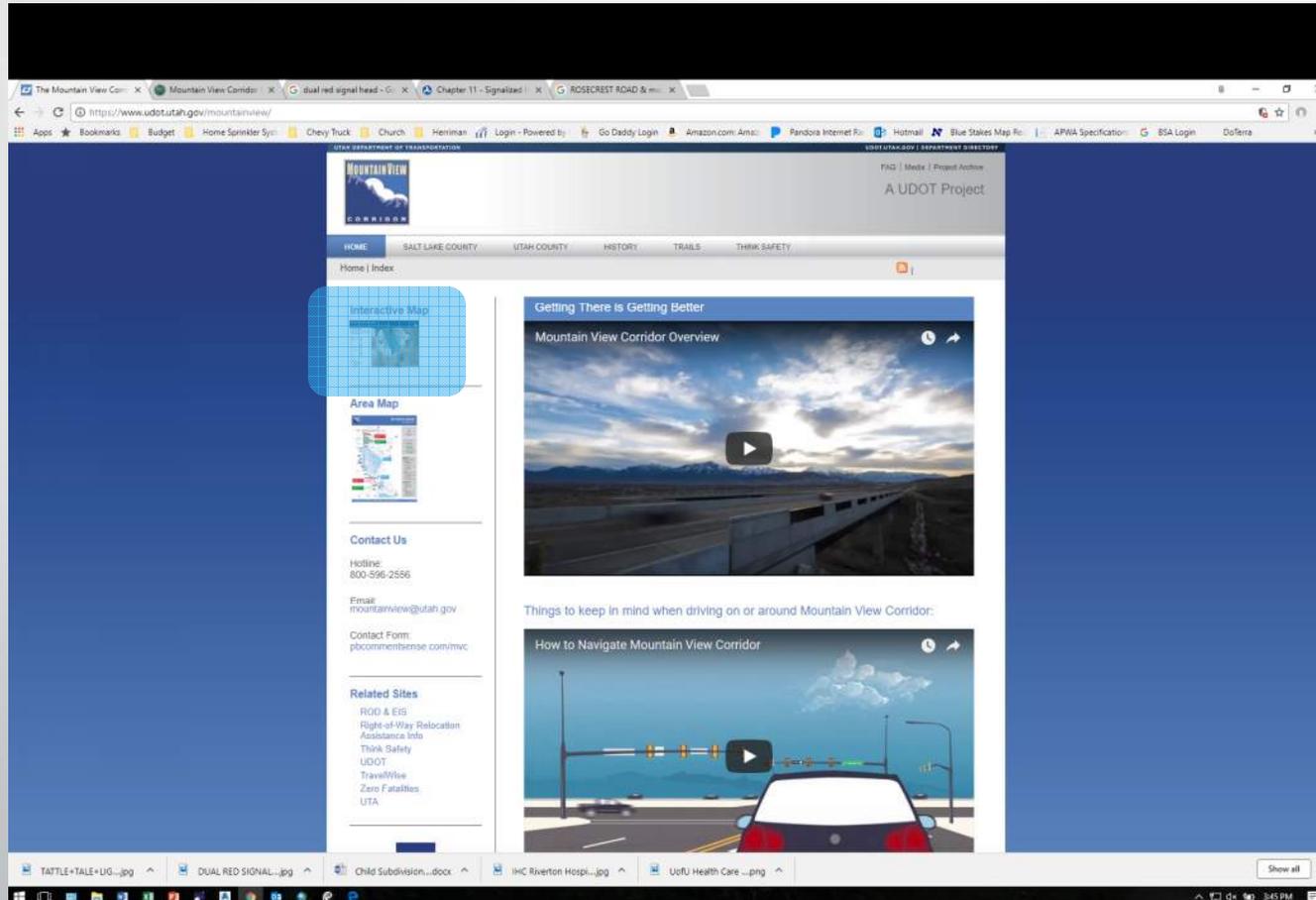
- UDOT MVC VIDEO



MOUNTAIN VIEW CORRIDOR

- UDOT MVC INTERACTIVE MAP

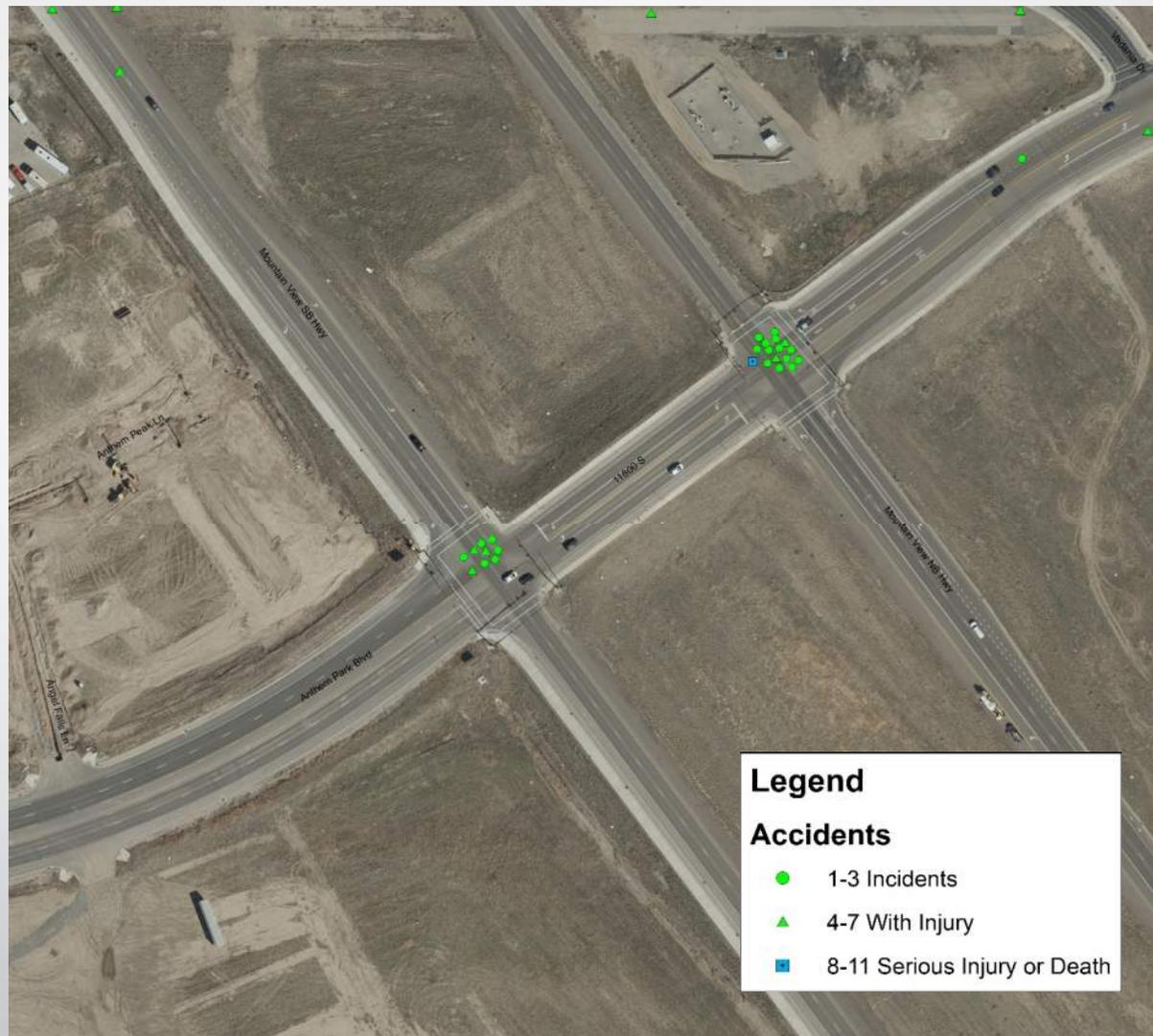
- <https://uplan.maps.arcgis.com/apps/StorytellingSwipe/index.html?appid=e630310b07564f51aec2030bfe377679>



MOUNTAIN VIEW CORRIDOR

- INTERSECTION
CRASH HISTORY

- 11800 SOUTH/ANTHEM
PARK BLVD
- 12600 SOUTH
- 13400 SOUTH
- ROSECREST ROAD



MOUNTAIN VIEW CORRIDOR

- INTERSECTION
CRASH HISTORY

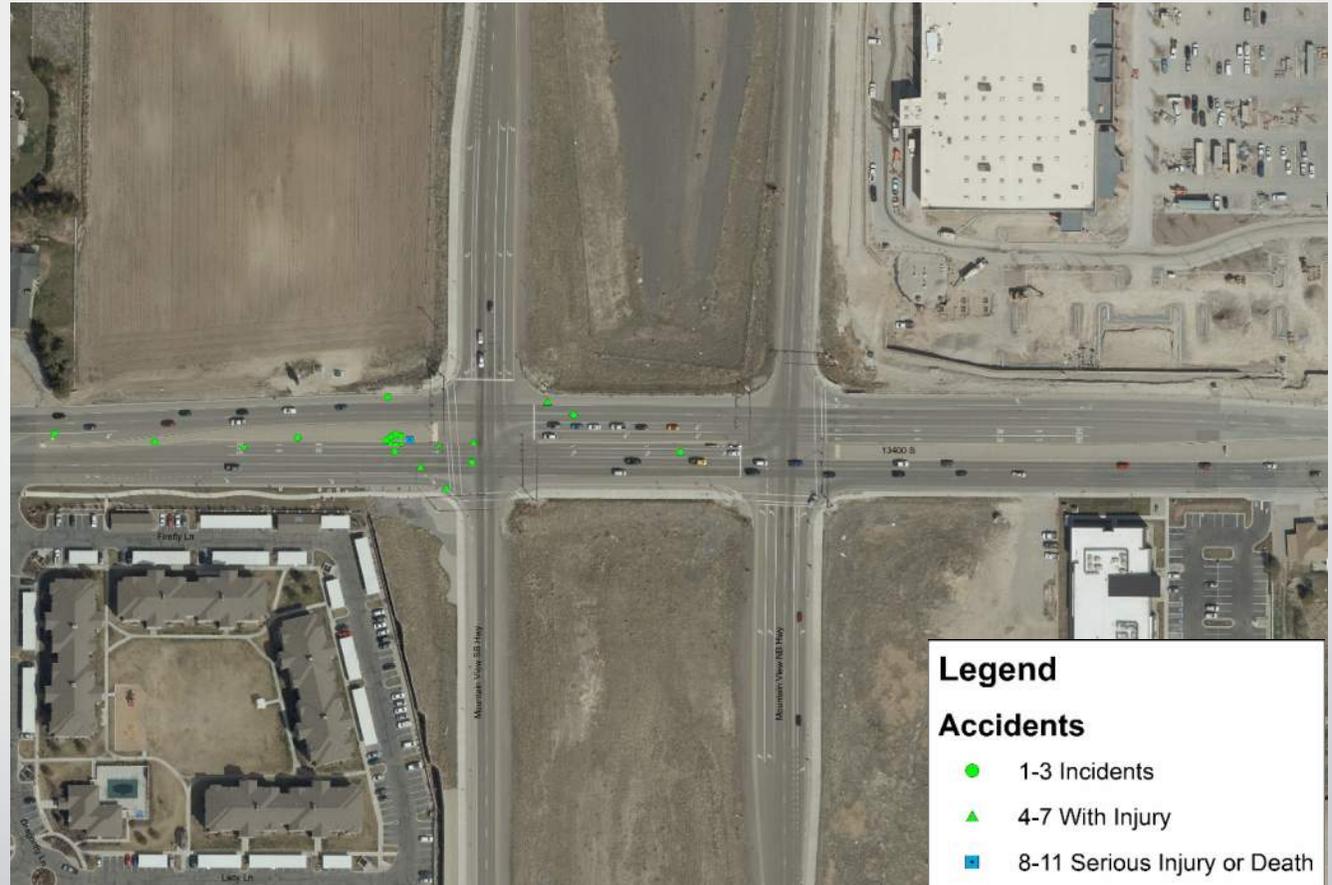
- 11800 SOUTH/ANTHEM
PARK BLVD
- 12600 SOUTH
- 13400 SOUTH
- ROSECREST ROAD



MOUNTAIN VIEW CORRIDOR

- INTERSECTION
CRASH HISTORY

- 11800 SOUTH/ANTHEM
PARK BLVD
- 12600 SOUTH
- 13400 SOUTH
- ROSECREST ROAD



MOUNTAIN VIEW CORRIDOR

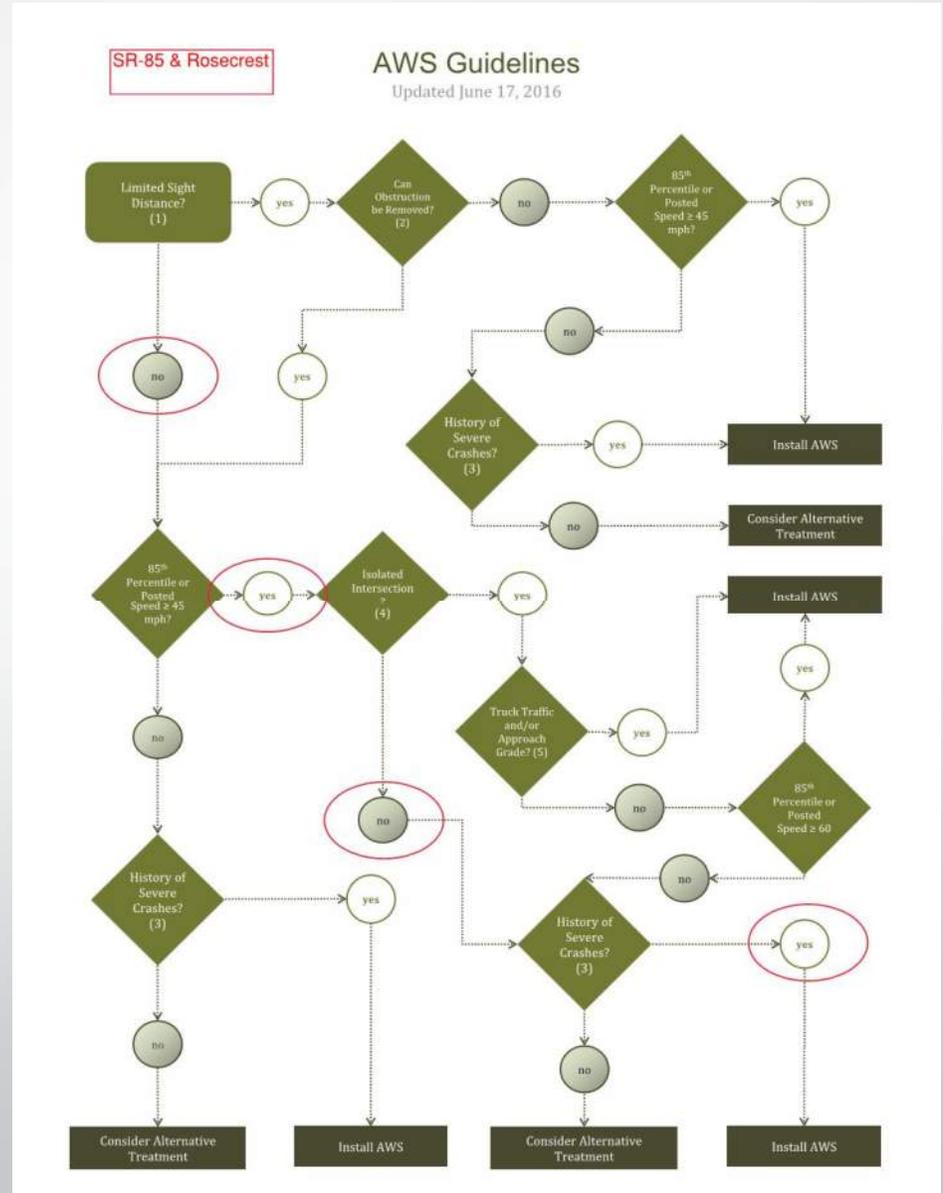
- INTERSECTION
CRASH HISTORY

- 11800 SOUTH/ANTHEM
PARK BLVD
- 12600 SOUTH
- 13400 SOUTH
- ROSECREST ROAD
 - 46 TOTAL
 - 1/1/2010 – 3/31/2018



UDOT STUDY RESULTS

- RED LIGHT RUNNING CONCERNS
 - ADVANCED WARNING SYSTEM (AWS) LIGHTS
 - DUAL RED GLOBES
 - TATTLE TELL LIGHTS
- OTHER CONCERNS
 - ACCELERATION LANE
 - FROM ROSECREST ROAD TO NORTH BOUND MVC



UDOT STUDY RESULTS

- RED LIGHT RUNNING CONCERNS
 - ADVANCED WARNING SYSTEM (AWS) LIGHTS
 - DUAL RED GLOBES
 - TATTLE TELL LIGHTS
- OTHER CONCERNS
 - ACCELERATION LANE
 - FROM ROSECREST ROAD TO NORTH BOUND MVC



*REDUCED RIGHT ANGLE COLLISIONS BY 33% AND TOTAL COLLISIONS BY 12%.
-FHWA STUDY IN WINSTON-SALEM, NC*

UDOT STUDY RESULTS

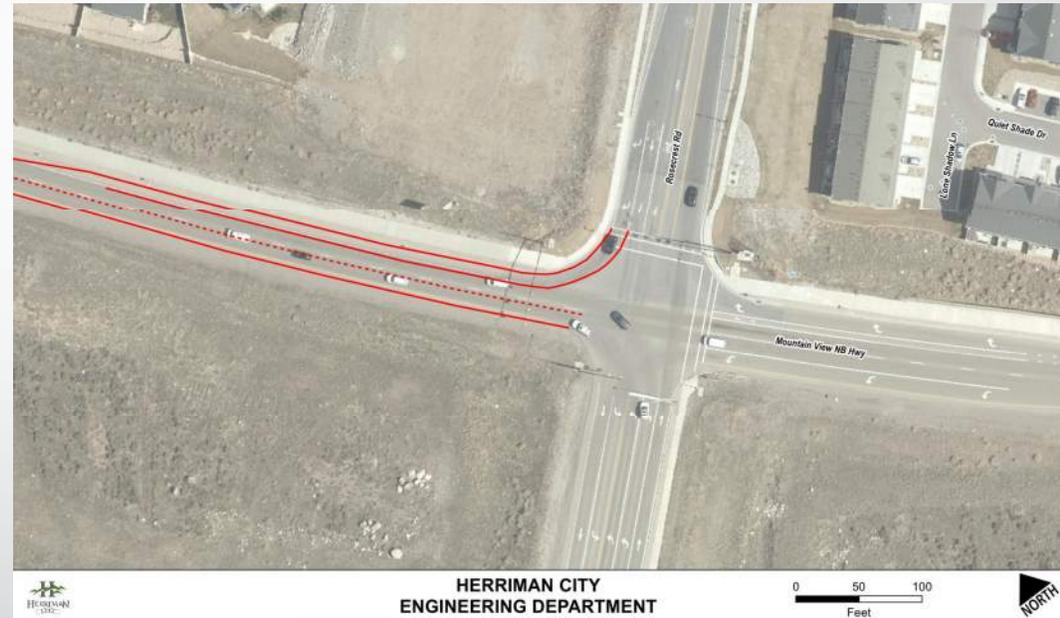
- RED LIGHT RUNNING CONCERNS
 - ADVANCED WARNING SYSTEM (AWS) LIGHTS
 - DUAL RED GLOBES
 - TATTLE TELL LIGHTS

- OTHER CONCERNS
 - ACCELERATION LANE
 - FROM ROSECREST ROAD TO NORTH BOUND MVC



UDOT STUDY RESULTS

- RED LIGHT RUNNING CONCERNS
 - ADVANCED WARNING SYSTEM (AWS) LIGHTS
 - DUAL RED GLOBES
 - TATTLE TELL LIGHTS
- OTHER CONCERNS
 - ACCELERATION LANE
 - FROM ROSECREST ROAD TO NORTH BOUND MVC
 - WRONG-WAY DRIVERS



UDOT STUDY RESULTS

- RED LIGHT RUNNING CONCERNS
 - ADVANCED WARNING SYSTEM (AWS) LIGHTS
 - DUAL RED GLOBES
 - TATTLE TELL LIGHTS
- OTHER CONCERNS
 - ACCELERATION LANE
 - FROM ROSECREST ROAD TO NORTH BOUND MVC
 - WRONG-WAY DRIVERS





OTHER SUGGESTIONS & OPEN DISCUSSION



Staff Report

DATE: May 30, 2018

TO: City Council

FROM: Michael Maloy, AICP, City Planner

MEETING: City Council Work Meeting June 6, 2018

REQUEST: Discussion of Proposed Herriman Cross Roads Development Agreement

Applicants: Ken Olson and Gary McDougal (property owners)
Address: 16750 S Camp Williams Road (approximate)
Acres: 125 (approximate)
Zone: C-2 Commercial, R-M Multi-Family Residential, and MU-2 Mixed Use

Summary:

The applicants, Ken Olson and Gary McDougal, are proposing a development agreement for approximately 125 acres of property located on Camp Williams Road (Redwood Road). The applicants previously submitted a land use application for 266 units of apartments and townhomes, but they have also proposed an alternate plan—a development agreement—that would outline the type of dwellings to be developed and a timeline for each phase.

Whereas the proposed development agreement does not require a general plan amendment, zoning amendment, or planned development approval, the development agreement does not require a recommendation from the Planning Commission. However, during a Planning Commission work meeting held on April 19, 2018, the applicants did present their proposal to the Commission for review and discussion. Following the presentation, the Commission expressed concerns that the draft was not mature enough to efficiently review and recommend to the City Council.

During the May 16, 2018, City Council Work Meeting, staff briefed the Council on the Commission's concerns regarding the proposed development agreement and draft design guidelines. In response, the Council directed staff to present the draft development agreement to the Council for further review and consideration.

Zoning:

The site currently has three different zoning districts. There are approximately 17 acres zoned C-2 Commercial, 36 acres zoned R-M Multi-Family Residential, and 60 acres are MU-2 Mixed Use.

General Plan:

The current General Plan designates the property as Commercial and Industrial.



Staff Report

Discussion:

As previously stated, approximately 36 acres of property is zoned R-M Multi-Family Residential. The R-M zone would allow up to 20 units per acre on the entire property, or approximately 700 units of apartments.

The MU-2 portion of the property could be developed at 10 units per acre, for an additional 600 residential units. This would be approximately 1,300 dwelling units over the entire project.

The property owners currently have a pending conditional use application for 266 units of apartments and townhomes on 13 acres of property in the R-M zone. However, the owners have said they would be willing to withdraw the apartment application and enter into a development agreement that specifies development density, phasing, design, and amenities on the subject property.

The proposed development agreement has a site plan that requests 1,002 dwelling units in addition to commercial development and various site related amenities. The draft development agreement also states the project would be developed in 5 phases, as outlined below:

- | | |
|----------------------------|--|
| <u>Phase 1</u> | Comprised of 156 townhome units on approximately 13 acres. Density equals 12 units per acre. |
| <u>Phase 2</u> | 20 acres of commercial development. |
| <u>Phase 3</u> | Comprised of 396 stacked dwelling units located on approximately 22 acres. Density equals 18 units per acre. |
| <u>Phase 4</u> | 25 acres of commercial development. |
| <u>Phase 5-A & 5-B</u> | For purposes of density allocations under the proposed development agreement, phases 5-A and 5-B will be treated as one phase. Phase 5-A will be comprised of 120 townhome units located on approximately 12 acres within the property. Density equals 10 units per acre. Phase 5-B will be comprised of 330 stacked units located on approximately 33 acres within the property. Density equals 10 units per acre. When combined the two phases will have a maximum of 450 units on 45 acres. |

Recommendation:

Staff recommends the City Council carefully study the proposed development agreement and identify any necessary or desired amendments for the applicant's consideration.

Attachment:

- A. Draft Master Development Agreement

Attachment A
Draft Master Development Agreement

**MASTER DEVELOPMENT AGREEMENT
FOR
HERRIMAN CROSS ROADS PROJECT**

March ____ 2018

WHEN RECORDED, RETURN TO:

**MASTER DEVELOPMENT AGREEMENT
FOR
HERRIMAN CROSS ROADS PROJECT**

THIS MASTER DEVELOPMENT AGREEMENT is made and entered as of the 26th day of March 2018, by and between Herriman City, a Utah municipality and the undersigned persons/entities, which are collectively referred to herein as “Master Developer.”

RECITALS

A. The capitalized terms used in this MDA and in these Recitals are defined in Section 1.2, below.

B. Master Developer owns the Property.

C. Master Developer and the City desire that the Property be developed in a unified and consistent fashion in accordance with the provisions of this MDA.

D. The parties acknowledge that development of the Property pursuant to this MDA will result in significant planning and economic benefits to the City and its residents by, among other things, requiring orderly development of the Property as a master planned community and increasing property tax and other revenues to the City based on improvements to be constructed on the Property.

E. The parties desire to enter into this MDA to specify the rights and responsibilities of the Master Developer to develop the Property as expressed in this MDA and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements

of this MDA.

F. The parties understand and intend that this MDA is a “development agreement” within the meaning of, and entered into pursuant to the terms of Utah Code Ann. §10-9a-101 et seq.

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, the City and Master Developer hereby agree to the following:

TERMS

1. Incorporation of Recitals and Exhibits/ Definitions.

1.1. **Incorporation.** The foregoing Recitals and Exhibits “A” - “E” are hereby incorporated into this MDA.

1.2. **Definitions.** As used in this MDA, the words and phrases specified below shall have the following meanings:

1.2.1. **Act** means the Land Use, Development, and Management Act, Utah Code Ann. § 10-9a-101, et seq.

1.2.2. **Addendum No. 1** means the attachment hereto that contain the terms of this MDA that are unique to the Project.

1.2.3. **Administrator** means the person designated by the City as the Administrator of this MDA.

1.2.4. **Applicant** means a person or entity submitting a Development Application.

1.2.5. **Buildout** means the completion of all of the development on the entire Project in accordance with the approved plans.

1.2.6. **City** means the Herriman City, a Utah municipality.

1.2.7. **City Consultants** means those outside consultants employed by the City in various specialized disciplines such as traffic, hydrology or drainage for reviewing certain aspects of the development of the Project.

1.2.8. **City's Future Laws** means the ordinances, policies, standards, and procedures which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project and which may or may not be applicable to the Development Application depending upon the provisions of this MDA.

1.2.9. **City's Vested Laws** means the ordinances, policies, standards and procedures of the City in effect as of the date of this MDA, a digital copy of which is attached as Exhibit “__”.

1.2.10. **Council** means the elected City Council of the City.

1.2.11. **Default** means a material breach of this MDA as specified herein.

1.2.12. **Denied** means a formal denial issued by the final decision-making body of the City for a particular type of Development Application but does not include review comments or “redlines” by City staff.

1.2.13. **Development** means the development of a portion of the Property pursuant to an approved Development Application.

1.2.14. **Development Application** means an application to the City for development of a portion of the Project including a Subdivision or any other permit, certificate or other authorization from the City required for development of the Project.

1.2.15. **Development Report** means a report containing the information specified in Sections 3.5 or 3.6 submitted to the City by Master Developer for a Development by

Master Developer or for the sale of any Parcel to a Subdeveloper or the submittal of a Development Application by a Subdeveloper pursuant to an assignment from Master Developer.

1.2.16. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. § 10-9a-603, or any successor provision, and approved by the City, effectuating a Subdivision of any portion of the Project.

1.2.17. **Master Developer** means Gary McDougal and Ken Olson as Owners/Managers of S. A. McDougal LLC, Mac8 LLC, FlyFam, LLC and KSO Trust, and their respective assignees or transferees as permitted by this MDA.

1.2.18. **Maximum Residential Units** means the development on the Property of One Thousand Two (1,002) Residential Dwelling Units, as set forth in the Exhibits hereto.

1.2.19. **MDA** means this Master Development Agreement including all of its Exhibits and Addendum No. 1.

1.2.20. **Notice** means any notice to or from any party to this MDA that is either required or permitted to be given to another party.

1.2.21. **Open Space** shall have the meaning specified in Section 10-20-9 of the City's Vested Laws.

1.2.22. **Outsourc[e][ing]** means the process of the City contracting with City Consultants or paying overtime to City employees to provide technical support in the review and approval of the various aspects of a Development Application as is more fully set out in this MDA.

1.2.23. **Parcel** means a portion of the Property that is created by the Master Developer to be sold to a Subdeveloper as a Subdivision that is not an individually developable lot as specified in Section 6.9.

1.2.24. **Planning Commission** means the City's Planning Commission.

1.2.25. **Pod** means an area of the Project as generally illustrated on the Preliminary PUD intended for a certain number of Residential Dwelling Units.

1.2.26. **Preliminary PUD** means that plan for the development of the Project attached as Exhibit “__”.

1.2.27. **Project** means the total development to be constructed on the Property pursuant to this MDA with the associated public and private facilities, and all of the other aspects approved as part of this MDA.

1.2.28. **Property** means the real property owned by Master Developer and to be developed by Master Developer more fully described in Exhibit "A".

1.2.29. **Public Infrastructure** means those elements of infrastructure that are planned to be dedicated to the City as a condition of the approval of a Development Application.

1.2.30. **Residential Dwelling Unit** means a structure or portion thereof designed and intended for use as a single-family residence or as may be specified in Addendum No. 1.

1.2.31. **Subdeveloper** means a person or an entity not “related” (as defined by Section 165 of the Internal Revenue Code) to Master Developer which purchases a Parcel for development.

1.2.32. **Subdivision** means the division of any portion of the Project into developable lots pursuant to State Law and/or the Zoning Ordinance.

1.2.33. **Subdivision Application** means the application to create a Subdivision.

1.2.34. **Zoning Ordinance** means the City's Land Use and Development Ordinance adopted pursuant to the Act that was in effect as of the date of this MDA as a part of the City's Vested Laws.

2. **Development of the Project.**

2.1. **Compliance with the Preliminary PUD and this MDA.** Development of the Project shall be in accordance with the City's Vested Laws, the City's Future Laws (to the extent that these are applicable as otherwise specified in this MDA), the Preliminary PUD and this MDA.

2.2. **Maximum Residential Units.** At Buildout of the Project, Master Developer shall be entitled to have developed the Maximum Residential Units as specified in and pursuant to this MDA.

2.3. **Limits on Transfer of Residential Dwelling Units Between Pods.** The Parties acknowledge that the exact configuration of the final layout of the Project may vary from that shown in the Preliminary PUD due to final road locations, market forces and other factors that are unforeseeable. Master Developer may transfer the location of Residential Dwelling Units between and among Pods so long as no Pod exceeds the Maximum Residential Dwelling Units for that Pod as specified in the Preliminary PUD. No transfer shall allow the Project to exceed the Maximum Residential Dwelling Units.

2.4. **Accounting for Residential Units for Parcels Sold to Subdevelopers.** Any Parcel sold by Master Developer to a Subdeveloper shall include the transfer of a specified

portion of the Maximum Residential Units sold with the Parcel. At the recordation of a Final Plat or other document of conveyance for any Parcel sold to a Subdeveloper, Master Developer shall provide the City a Sub-Development Report showing the ownership of the Parcel(s) sold, the portion of the Maximum Residential Units and/or other type of use transferred with the Parcel(s), the amount of the Maximum Residential Units remaining with Master Developer and any material effects of the sale on the Preliminary PUD.

3. **Zoning and Vested Rights.**

3.1. **Zoning.** The City has zoned the Property as C-2, MU-2, R-M.

3.2. **Vested Rights Granted by Approval of this MDA.** To the maximum extent permissible under the laws of Utah and the United States and at equity, the City and Master Developer intend that this MDA grants Master Developer all rights to develop the Project in fulfillment of this MDA, the City's Vested Laws and the Preliminary PUD except as specifically provided herein. The parties specifically intend that this MDA grant to Master Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 10-9a-509.

3.3. **Exceptions.** The restrictions on the applicability of the City's Future Laws to the Project as specified in Section 3.2 are subject to only the following exceptions:

3.3.1. Master Developer Agreement. City's Future Laws that Master Developer agrees in writing to the application thereof to the Project;

3.3.2. State and Federal Compliance. City's Future Laws 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;

3.3.3. Codes. City's Future Laws 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, AAHSTO 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;

3.3.4. 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; or,

3.3.5. 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.

3.3.6. Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, and imposed by the City. Master Developer and Subdeveloper agree that the impact fees imposed on the Master Developer by the City meet all requirements of the U. S. Constitution, Utah Constitution, law and applicable statutes, including but not limited to Utah Code Ann. Section 11-36a-101 et seq.

3.3.7. Compelling, Countervailing Interest. 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).

4. **Term of Agreement.** The term of this MDA shall be until 2042. If Master Developer has not been given Notice that it is in breach of this MDA on Jan 1, 2042 and if any such Default is not being cured then this MDA shall automatically be extended to Jan 1, 2062. This MDA shall also terminate automatically at full Buildout.

5. **Processing of Development Applications.**

5.1. **Outsourcing of Processing of Development Applications.** Within fifteen (15) business days after receipt of a Development Application and upon the request of Master Developer the City and Master Developer will confer to determine whether the City desires to Outsource the review of any aspect of the Development Application to insure that it is processed on a timely basis. If the City determines that Outsourcing is appropriate then the City shall promptly estimate the reasonably anticipated differential cost of Outsourcing in the manner selected by the Master Developer or Subdeveloper in good faith consultation with the Master Developer or Subdeveloper (either overtime to City employees or the hiring of a City Consultant). If the Master Developer or a Subdeveloper notifies the City that it desires to proceed with the Outsourcing based on the City's estimate of costs then the Master Developer or Subdeveloper shall deposit in advance with the City the estimated differential cost and the City shall then promptly proceed with having the work Outsourced. Upon completion of the Outsourcing services and the provision by the City of an invoice (with such reasonable supporting documentation as may be requested by Master Developer or Subdeveloper) for the actual differential cost (whether by way of paying a City Consultant or paying overtime to City employees) of Outsourcing, Master Developer or the Subdeveloper shall, within ten (10)

business days pay or receive credit (as the case may be) for any difference between the estimated differential cost deposited for the Outsourcing and the actual cost differential.

5.2. Acceptance of Certifications Required for Development Applications. Any Development Application requiring the signature, endorsement, or certification and/or stamping by a person holding a license or professional certification required by the State of Utah in a particular discipline shall be so signed, endorsed, certified or stamped signifying that the contents of the Development Application comply with the applicable regulatory standards of the City. The City should endeavor to make all of its redlines, comments or suggestions at the time of the first review of the Development Application unless any changes to the Development Application raise new issues that need to be addressed.

5.3. Independent Technical Analyses for Development Applications. If the City needs technical expertise beyond the City's internal resources to determine impacts of a Development Application such as for structures, bridges, water tanks, and other similar matters which are not required by the City's Vested Laws to be certified by such experts as part of a Development Application, the City may engage such experts (as City Consultants) as City deems reasonably necessary, with the actual and reasonable costs being the responsibility of Applicant. If the City needs any other technical expertise other than as specified above, under extraordinary circumstances specified in writing by the City, the City may engage such experts (as City Consultants), with the actual and reasonable costs being the responsibility of Applicant.

5.4. City Denial of a Development Application. If the City denies a Development Application the City shall provide a written determination advising the Applicant of the

reasons for denial including specifying the reasons the City believes that the Development Application is not consistent with this MDA, and/or the City's Vested Laws (or, if applicable, the City's Future Laws).

5.5. Meet and Confer regarding Development Application Denials. The City and Applicant shall meet within fifteen (15) business days of any Denial to resolve the issues specified in the Denial of a Development Application.

5.6. City Denials of Development Applications Based on Denials from Non-City Agencies. If the City's denial of a Development Application is based on the denial of the Development Application by a Non-City Agency, Master Developer shall appeal any such denial through the appropriate procedures for such a decision and not through the processes specified below.

5.7. Mediation of Development Application Denials.

5.7.1. Issues Subject to Mediation. Issues resulting from the City's Denial of a Development Application that are not subject to arbitration provided in Section 5.8 below shall be mediated and include the following:

- (i) the location of On-Site Infrastructure, including utility lines and stub outs to adjacent developments,
- (ii) right-of-way modifications that do not involve the altering or vacating of a previously dedicated public right-of-way,
- (iii) interpretations, minor technical edits or inconsistencies necessary to clarify or modify documents consistent with their intended purpose of the Development Standards, and
- (iv) the issuance of building permits.

5.7.2. Mediation Process. If the City and Applicant are unable to resolve a disagreement subject to mediation, the parties shall attempt within ten (10) business days to appoint a mutually acceptable mediator with knowledge of the legal issue in dispute. If the parties are unable to agree on a single acceptable mediator they shall each, within ten (10) business days, appoint their own representative. These two representatives shall, between them, choose the single mediator. Applicant shall pay the fees of the chosen mediator. The chosen mediator shall within fifteen (15) business days, review the positions of the parties regarding the mediation issue 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.

5.8. Arbitration of Development Application Objections.

5.8.1. Issues Subject to Arbitration. Issues regarding the City's Denial of a Development Application that are subject to resolution by scientific or technical experts such as traffic impacts, water quality impacts, pollution impacts, etc. are subject to arbitration.

5.8.2. Mediation Required Before Arbitration. Prior to any arbitration the parties shall first attempt mediation as specified in Section 5.7.

5.8.3. Arbitration Process. If the City and Applicant are unable to resolve an issue through mediation, the parties shall attempt within ten (10) business days to appoint a mutually acceptable expert in the professional discipline(s) of the issue in question. If the parties are unable to agree on a single acceptable arbitrator they shall each, within

ten (10) business days, appoint their own individual appropriate expert. These two experts shall, between them, choose the single arbitrator. Applicant shall pay the fees of the chosen arbitrator. The chosen arbitrator shall within fifteen (15) business days, review the positions of the parties regarding the arbitration issue and render a decision. The arbitrator shall ask the prevailing party to draft a proposed order for consideration and objection by the other side. Upon adoption by the arbitrator, and consideration of such objections, the arbitrator's decision shall be final and binding upon both parties. If the arbitrator determines as a part of the decision that the City's or Applicant's position was not only incorrect but was also maintained unreasonably and not in good faith then the arbitrator may order the City or Applicant to pay the arbitrator's fees.

5.9. Parcel Sales. The City acknowledges that the precise location and details of the public improvements, lot layout and design and any other similar item regarding the development of a particular Parcel may not be known at the time of the creation of or sale of a Parcel. Master Developer may obtain approval of a Subdivision as is provided in Utah Code Ann., Section 10-9a-103(57)(c)(v) (2017) that does not create any individually developable lots in the Parcel without being subject to any requirement in the City's Vested Laws to complete or provide security for any Public Infrastructure at the time of such subdivision. The responsibility for completing and providing security for completion of any Public Infrastructure in the Parcel shall be that of the Master Developer or a Subdeveloper upon a subsequent re-Subdivision of the Parcel that creates individually developable lots. However, construction of improvements shall not be

allowed until the Master Developer or Subdeveloper complies with the City's Vested Laws.

6. **Addendum No. 1.** Addendum No. 1 contains the provisions of this MDA that are unique to the development of the Project.

7. **Application Under City's Future Laws.** Without waiving any rights granted by this MDA, Master Developer may at any time, choose to submit a Development Application for all of the Project under the City's Future Laws in effect at the time of the Development Application so long as Master Developer and any Subdeveloper is not in current breach of this Agreement.

8. **Public Infrastructure.**

8.1. **Construction by and Master Developer.** Master Developer shall have the right and the obligation to construct or cause to be constructed and installed all Public Infrastructure reasonably and lawfully required as a condition of approval of the Development Application.

8.2. **Bonding.** If and to the extent required by the City's Vested Laws, unless otherwise provided by Chapter 10-9a of the Utah Code as amended, security for any Public or private Infrastructure—is required by the City it shall provide in a form acceptable to the City as specified in the City's Vested Laws. Partial releases of any such required security shall be made as work progresses based on the City's Vested Laws.

9. **Upsizing/Reimbursements to Master Developer.**

9.1. **"Upsizing".** The City shall not require Master Developer to “upsized” any future Public Infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) unless financial arrangements reasonably acceptable to Master Developer are made to compensate Master Developer for the incremental or additive

costs of such upsizing. For example, if an upsizing to a water pipe size increases costs by 10% but adds 50% more capacity, the City shall only be responsible to compensate Master Developer for the 10% cost increase. An acceptable financial arrangement for upsizing of improvements means reimbursement agreements, payback agreements, and impact fee credits and reimbursements.

10. Default.

10.1. **Notice.** If Master Developer or a Subdeveloper or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, the party believing that a Default has occurred shall provide Notice to the other party. If the City believes that the Default has been committed by a Subdeveloper then the City shall also provide a courtesy copy of the Notice to Master Developer.

10.2. **Contents of the Notice of Default.** The Notice of Default shall:

10.2.1. Specific Claim. Specify the claimed event of Default;

10.2.2. Applicable Provisions. Identify with particularity the provisions of any applicable law, rule, regulation or provision of this MDA that is claimed to be in Default;

10.2.3. Materiality. Identify why the Default is claimed to be material; and

10.2.4. Optional Cure. 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) days duration.

10.3. **Meet and Confer, Mediation, Arbitration.** Upon the issuance of a Notice of Default the parties shall engage in the “Meet and Confer” and “Mediation” processes specified in Sections 5.5 and 5.7. If the claimed Default is subject to Arbitration as

provided in Section 5.8 then the parties shall follow such processes.

10.4. **Remedies.** If the parties are not able to resolve the Default by “Meet and Confer” or by Mediation, and if the Default is not subject to Arbitration then the parties may have the following remedies:

10.4.1. Law and Equity. All rights and remedies available at law and in equity, including, but not limited to, injunctive relief and/or specific performance.

10.4.2. Security. The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.

10.4.3. Future Approvals. The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project in the case of a default by Master Developer, or in the case of a default by a Subdeveloper, development of those Parcels owned by the Subdeveloper until the Default has been cured.

10.5. **Public Meeting.** Before any remedy under this Agreement may be imposed by the City the party allegedly in Default shall be afforded the right to attend a public meeting before the City Council and address the City Council regarding the claimed Default.

10.6. **Emergency Defaults.** Anything in this MDA notwithstanding, if the City Council finds on the record that a default materially impairs a compelling, countervailing interest of the City and that any delays in imposing such a default would also impair a compelling, countervailing interest of the City then the City may impose the remedies of Section ____ without first meeting the requirements of Sections 5.7. The City shall give Notice to Master Developer and/or any applicable Subdeveloper of any public meeting at which an emergency default is to be considered and the Developer and/or any applicable

Subdeveloper shall be allowed to address the City Council at that meeting regarding the claimed emergency Default.

10.7. **Extended Cure Period.** If any Default cannot be reasonably cured within thirty (30) days then such cure period shall be extended so long as the defaulting party is pursuing a cure with reasonable diligence.

10.8. **Default of Assignee.** A default of any obligations assumed by an assignee shall not be deemed a default of Master Developer.

10.9. **Limitation on Recovery for Default – No Damages.** Anything in this MDA notwithstanding no party shall be entitled to any claim for any monetary damages as a result of any breach of this MDA and each Party waives any claims thereto. The sole remedy available to Master Developer or any Subdeveloper shall be that of specific performance.

11. **Notices.** All notices required or permitted under this Amended Development Agreement shall, in addition to any other means of transmission, be given in writing by certified mail and regular mail to the following address:

To the Master Developer:

Gary McDougal
11576 S State #102b
Draper Utah 84020

Ken S. Olson
10299 S Springcrest Lane
South Jordan, Utah 84095

With a Copy to:

To the City:

Herriman City

Attn: City Manager

Herriman, UT 84096

Herriman City
Attn: City Attorney

Herriman, UT 84096

11.1. Effectiveness of Notice. Except as otherwise provided in this MDA, each Notice shall be effective and shall be deemed delivered on the earlier of:

11.1.1. Hand Delivery. Its actual receipt, if delivered personally, by courier service, or by facsimile provided that a copy of the facsimile Notice is mailed or personally delivered as set forth herein on the same day and the sending party has confirmation of transmission receipt of the Notice). If the copy is not sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.

11.1.2. Electronic Delivery. Its actual receipt if delivered electronically by email provided that a copy of the email is printed out in physical form and mailed or personally delivered as set forth herein on the same day and the sending party has an electronic receipt of the delivery of the Notice. If the copy is not sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.

11.1.3. Mailing. On the day the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail. Any party may change its address for Notice under this MDA

by giving written Notice to the other party in accordance with the provisions of this Section.

12. **Headings.** The captions used in this MDA are for convenience only and are not intended to be substantive provisions or evidences of intent.

13. **No Third Party Rights/No Joint Venture.** This MDA does not create a joint venture relationship, partnership or agency relationship between the City and Master Developer. Further, the parties do not intend this MDA to create any third-party beneficiary rights. The parties acknowledge that this MDA refers to a private development and that the City has no interest in, responsibility for or duty to any third parties concerning any improvements to the Property or unless the City has accepted the dedication of such improvements at which time all rights and responsibilities—except for warranty bond requirements under City’s Vested Laws and as allowed by state law—for the dedicated public improvement shall be the City's.

14. **Assignability.** The rights and responsibilities of Master Developer under this MDA may be assigned in whole or in part by Master Developer with the consent of the City as provided herein.

14.1. **Sale of Lots.** Master Developer’s selling or conveying lots in any approved Subdivision or Parcels to builders, users, or Subdevelopers, shall not be deemed to be an “assignment” subject to the above-referenced approval by the City unless specifically designated as such an assignment by the Master Developer.

14.2. **Related Entity.** Master Developer’s transfer of all or any part of the Property to any entity “related” to Master Developer (as defined by regulations of the Internal Revenue Service in Section 165), Master Developer’s entry into a joint venture for the development of the Project or Master Developer’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 unless specifically designated as such an assignment by the Master Developer. Master Developer shall give the City Notice of any event specified in this sub-section within ten (10) days after the event has occurred. Such Notice shall include providing the City with all necessary contact information for the newly responsible party.

14.3. **Notice.** Master Developer shall give Notice to the City of any proposed assignment and provide such information regarding the proposed assignee that the City may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the City with all necessary contact information for the proposed assignee.

14.4. **Time for Objection.** Unless the City objects in writing within twenty (20) business days of notice, the City shall be deemed to have approved of and consented to the assignment.

14.5. **Partial Assignment.** If any proposed assignment is for less than all of Master Developer’s rights and responsibilities then the assignee shall be responsible for the performance of each of the obligations contained in this MDA to which the assignee succeeds. Upon any such approved partial assignment Master Developer shall not be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations herein.

14.6. **Denial.** The City may only withhold its consent if the City is not reasonably satisfied of the assignee’s financial ability to perform the obligations of Master Developer proposed to be assigned or there is an existing breach of a development obligation owed

to the City by the assignee or related entity that has not either been cured or in the process of being cured in a manner acceptable to the City. Any refusal of the City to accept an assignment shall be subject to the “Meet and Confer” and “Mediation” processes specified in Sections 5.6 and 5.7. If the refusal is subject to Arbitration as provided in Section 5.8 then the parties shall follow such processes.

14.7. **Assignees Bound by MDA.** Any assignee shall consent in writing to be bound by the assigned terms and conditions of this MDA as a condition precedent to the effectiveness of the assignment.

15. **Binding Effect.** If Master Developer sells or conveys Parcels of lands to Subdevelopers or related parties, the lands so sold and conveyed shall bear the same rights, privileges, configurations, and number of Residential Dwelling Units as applicable to such Parcel and be subject to the same limitations and rights of the City when owned by Master Developer and as set forth in this MDA without any required approval, review, or consent by the City except as otherwise provided herein.

16. **No Waiver.** Failure of any 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 at some future date any such right or any other right it may have.

17. **Severability.** If any provision of this MDA is held by a court of competent jurisdiction to be invalid for any reason, the parties consider and intend that this MDA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this MDA shall remain in full force and affect.

18. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials,

equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the party obligated to perform hereunder shall excuse performance of the obligation by that party for a period equal to the duration of that prevention, delay or stoppage.

19. **Time is of the Essence.** Time is of the essence to this MDA and every right or responsibility shall be performed within the times specified.

20. **Appointment of Representatives.** To further the commitment of the parties to cooperate in the implementation of this MDA, the City and Master Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Master Developer. The initial representative for the City shall be the City Manager and the initial representative for Master Developer shall be _____. The parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the parties to this MDA and the development of the Project.

21. **Applicable Law.** This MDA is entered into in Salt Lake County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

22. **Venue.** Any action to enforce this MDA shall be brought only in the Third District Court for the State of Utah, Salt Lake City Division.

23. **Entire Agreement.** This MDA, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all parties.

24. **Mutual Drafting.** Each party has participated in negotiating and drafting this MDA and therefore no provision of this MDA shall be construed for or against either party based on which party drafted any particular portion of this MDA.

25. **Recordation and Running with the Land.** This MDA shall be recorded in the chain of title for the Project. This MDA shall be deemed to run with the land. The data disk of the City's Vested Laws, Exhibit "C", shall not be recorded in the chain of title. A secure copy of Exhibit "C" shall be filed with the City Recorder and each party shall also have an identical copy.

26. **Authority.** The parties to this MDA each warrant that they have all of the necessary authority to execute this MDA. Specifically, on behalf of the City, the signature of the City Manager of the City is affixed to this MDA lawfully binding the City pursuant to Resolution No. ____ adopted by the City on _____, 2017.

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.

MASTER DEVELOPER

CITY
Herriman City

By: _____
Its: _____

By: _____,
Its: City Manager

Approved as to form and legality:

Attest:

City Attorney

City Recorder

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.

COUNTY OF UTAH)

On the ____ day of _____, personally appeared before me _____ who being by me duly sworn, did say that he is the City Manager of Herriman City, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its City Council and said City Manager acknowledged to me that the City executed the same.

NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

MASTER DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)

:ss.

COUNTY OF UTAH)

On the ____ day of _____, 2018, personally appeared before me _____, who being by me duly sworn, did say that he is the Manager of _____, a Utah limited liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

TABLE OF EXHIBITS

Exhibit "A"	Legal Description of Property
Exhibit "B"	Preliminary PUD
Exhibit "C"	City's Vested Laws
Exhibit "D"	Design Guidelines
Exhibit "E"	Trail Map

Exhibit A

Legal Description of the Property

PARCEL 1 DEED DESCRIPTION:

THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.

PARCEL 1 AS-SURVEYED DESCRIPTION:

SITUATED IN THE COUNTY OF SALT LAKE, STATE OF UTAH AND IS DESCRIBED AS FOLLOWS: THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A GLO BRASS CAP ALSO BEING THE SOUTH 1/4 CORNER OF SAID SECTION 22, AND RUNNING THENCE SOUTH 89°55'45" WEST 1,322.86 FEET ALONG THE SOUTHERLY LINE OF SAID SECTION 22; THENCE NORTH 00°34'41" WEST 1,305.61 FEET; THENCE NORTH 89°38'20" EAST 1303.94 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF REDWOOD ROAD; THENCE SOUTH 19°53'27" EAST 74.59 FEET ALONG SAID RIGHT OF WAY LINE; THENCE SOUTH 00°18'25" EAST 1,242.20 FEET TO THE POINT OF BEGINNING. CONTAINING 39.827 ACRES, MORE OR LESS, (AS DESCRIBED).

PARCEL 2 DEED DESCRIPTION:

THE NORTHERLY 990 FEET OF THE EAST ONE-HALF OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, LESS AND EXCEPTING: BEGINNING 1,650 FEET NORTH AND 660 FEET EAST OF THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE EAST 660 FEET; THENCE NORTH 22 FEET; THENCE WEST 660 FEET; THENCE SOUTH 22 FEET TO BEGINNING. ALSO LESS AND EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE ROAD COMMISSION.

PARCEL 2 AS-SURVEYED DESCRIPTION:

SITUATED IN THE COUNTY OF SALT LAKE, STATE OF UTAH AND IS DESCRIBED AS FOLLOWS; THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A GLO BRASS CAP ALSO BEING THE NORTH 1/4 CORNER OF SAID SECTION 27, AND RUNNING THENCE SOUTH 00°12'07" WEST 990.00 FEET; THENCE SOUTH 89°55'44" WEST 1,321.22 FEET; THENCE NORTH 00°06'43" EAST 990.00 FEET TO THE NORTH LINE OF SAID SECTION 27; THENCE SOUTH 89°55'45" EAST 1,322.77 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING. CONTAINING 30.045 ACRES, MORE OR LESS, (AS DESCRIBED).

PARCEL 3 DEED DESCRIPTION:

BEGINNING AT THE SOUTHWEST CORNER OF THE DONALD ROZEMA PROPERTY; SAID CORNER BEING NORTH 975.00 FEET, MORE OR LESS, FROM THE SOUTH QUARTER CORNER OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 254 FEET, MORE OR LESS, TO THE WESTERLY RIGHT OF WAY LINE OF THE CAMP WILLIAM HIGHWAY; THENCE SOUTH 19°36'00" EAST ALONG SAID RIGHT OF WAY LINE 269.62 FEET, MORE OR LESS, TO THE SOUTH BOUNDARY LINE OF THE DONALD ROSEMA PROPERTY; THENCE WEST ALONG SAID BOUNDARY 90.43 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL 3 AS-SURVEYED DESCRIPTION:

SITUATED IN THE COUNTY OF SALT LAKE, STATE OF UTAH AND IS DESCRIBED AS FOLLOWS; THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT NORTH 00°18'25" WEST 975.00 FEET FROM A GLO BRASS CAP BEING THE SOUTH 1/4 CORNER OF SAID SECTION 22, AND RUNNING THENCE NORTH 00°18'25" WEST 267.20 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF REDWOOD ROAD; THENCE SOUTH 19°34'09" EAST 283.04 FEET ALONG SAID RIGHT OF WAY LINE; THENCE SOUTH 89°41'18" WEST 93.37 FEET TO THE POINT OF BEGINNING. CONTAINING 0.286 ACRES, MORE OR LESS, (AS DESCRIBED).

PARCEL 4:

A parcel of land located in the East half of the Northwest Quarter, and the Northeast Quarter of the Southwest Quarter of Section 22, Township 4 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah, and being more particularly described as follows: Beginning at a point at the intersection of the Westerly right-of-way line of Redwood Road and the West 1/16th line of said Section 22, said point being North 89°59'08" East 1,264.93 feet along the North Section line to said Westerly right-of-way line and South 19°42'40" East 174.15 feet along said Westerly right-of-way line from the Northwest Section Corner monument of said Section 22, and running thence along said Westerly right-of-way line of Redwood Road the next three courses and distances: South 19°42'40" East 589.26 feet; thence South 14°00'02" East 301.5 feet; thence South 19°42'40" East 3108.47 feet; thence leaving said Westerly right-of-way line South 89°58'53" West 1,304.37 feet to said West 1/16th line; thence North 00°34'36" West 1,311.35 feet to the East/West Center of Section line; thence North 00°00'23" West 2,462.31 feet, more or less, along said West 1/16th line to the point of beginning.

PARCEL 5:

The East Half of the Northwest Quarter and the Northeast Quarter of the Southwest Quarter of Section 22, Township 4 South, Range 1 West, Salt Lake Meridian, in Salt Lake County, Utah; ALSO beginning East 1297.5 feet from the Northwest Corner of Government Lot 2, said Section 22: and running thence East to the Jordan River; thence Southerly along said river to the South line of said Lot 2; thence West to the Southwest Corner of said Lot 2; thence North 1320 feet to the North line of said Lot 2; thence East 815 feet; thence South 17°30' West 545 feet; thence South 72°30' East 155 feet to a point on a canal; Northeasterly along said canal 860 feet more or less to beginning.

EXCEPTING THEREFROM that portion of the subject property which lies within the legal bounds of Camp Williams Road;

EXCEPTING THEREFROM that portion of the subject property which lies within the Utah Lake Irrigation Company canal right of way, which property is more particularly described as follows: Beginning at a point on the centerline of the canal, which point is 379.1 feet East of the Southwest Corner of the North Half of the Northeast Quarter of Section 22, Township 4 South, Range 1 West, Salt Lake Base and Meridian, thence a strip of land 2 rods to the right and 1-1/2 rods to the left of the centerline of the canal North 49°13'00" West 572.7 feet; thence on a 29°06' curve to the right 93.1 feet; thence a strip of land 3 rods to the right and 3 rods to the left of the centerline of the canal on a 29°06' curve to the right 93.1 feet; thence North 05°02'00" East 40.00 feet; thence a strip of land 2 rods to the right and 1-1/2 rods to the left of the centerline of canal, North 12°10'00" East 304.0 feet; thence on an 08°21' curve to the left, 198.3 feet; thence North 04°26'00" West 204.7 feet; thence North 05°02'00" East 425 feet to a point 51.1 feet West of the North Quarter Corner of said Section 22.

LESS AND EXCEPTING that portion of the subject property which lies within the railroad right-of-way scaled from the Denver & Rio Grande Railroad Right of Way & Track Map Station 2009+44.4 to 2220+44.5 dated June 30, 1919

EXCEPTING from the above-described parcels the tract sold to Utah and Salt Lake Canal Company which is more particularly described as follows: Beginning at a point which is 835 feet East and 680 feet South from the North Quarter Corner of Section 22, Township 4 South, Range 1 West, Salt Lake Base and Meridian, and running thence East 119 feet; thence South 300 feet; thence North 68°00'00" West 80 feet; thence North 65°30'00" West 150 feet; thence North 20°00'00" West 85 feet; thence North 40 feet, more or less, to the point of beginning.

ALSO EXCEPTING the following described tract: Beginning North along the Section line 45 feet from the center of said Section 22; and running thence South 70°24' West 315 feet more or less to the East right of way line of Redwood Road; thence North 19°36' West along said East right of way line 60 feet; thence North 70°24' East 336.67 feet to the Center Section line; thence South 63.69 feet to the point of beginning.

ALSO EXCEPTING the following described tract: A parcel of land located primarily in the Northeast Quarter of the Southwest Quarter of Section 22, Township 4 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah, and being more particularly described as follows: Beginning at the Center of said Section 22, said point being South 89°57'52" East 2670.22 feet from the West Quarter Corner monument and South 00°18'34" East from the North Quarter Corner monument (basis of bearing is North 89°59'08" East 2647.02' feet from the Northwest Section Corner monument to the North Quarter Corner monument), and running thence South 00°18'34" East 777.88 feet along the Center of Section line to the Easterly right-of-way line of Redwood Road; thence along said Easterly right-of-way line the next three courses and distances: North 19°42'40" West 6.69 feet, more or less, to a found UDOT right-of-way monument; thence North 22°32'43" West 505.60 feet; thence North 19°42'40" West 263.45 feet; thence leaving Redwood Road, North 70°05'26" East 298.35 feet to said Center of Section line; thence South 00°18'34" East 45.00 feet to the point of beginning.

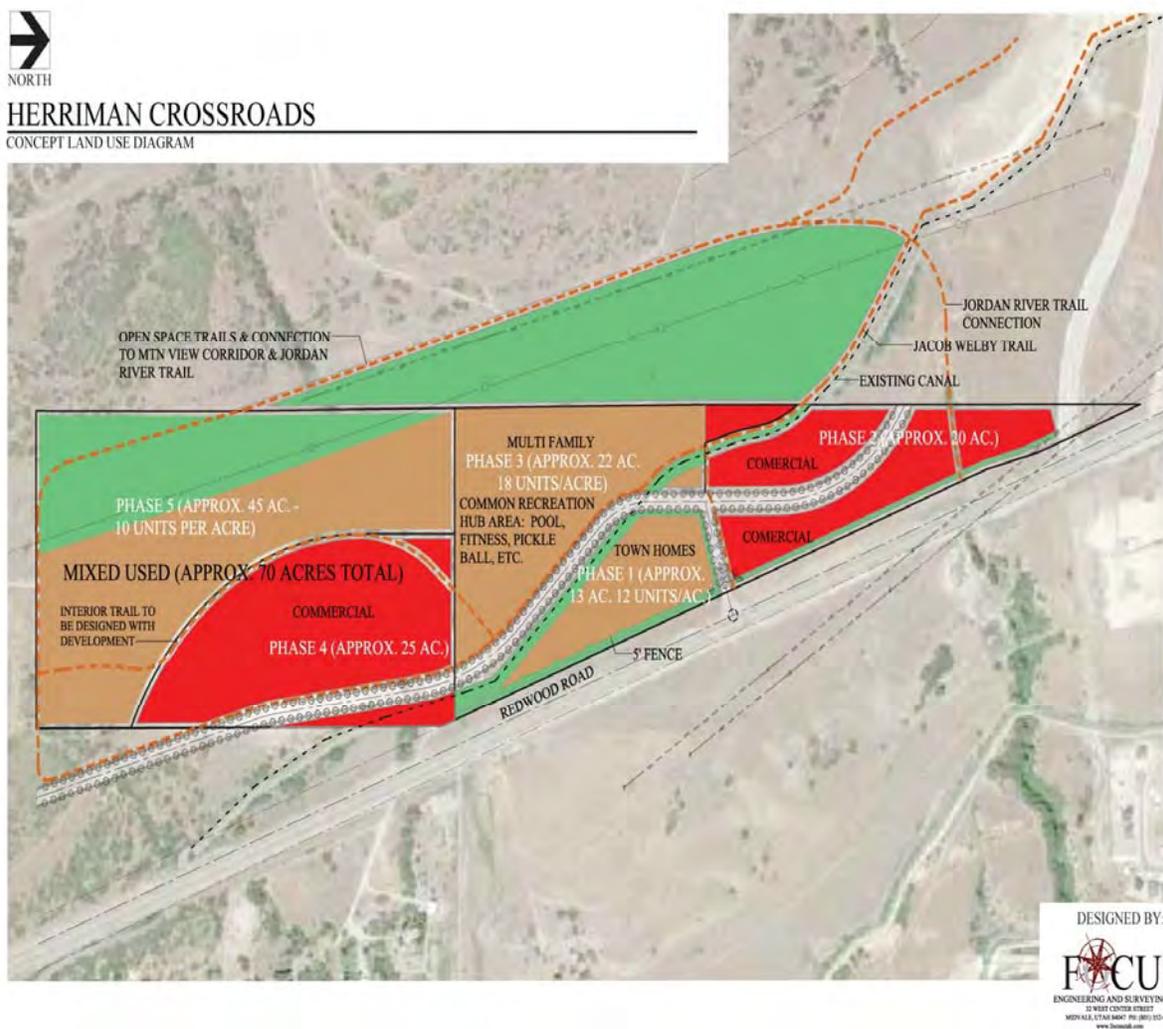
ALSO EXCEPTING the following described tract: A parcel of land in the Southeast Quarter of the Northeast Quarter of Section 22, Township 4 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah, and being more particularly described as follows: Beginning at a point South 00°18'34" East 2304.18 feet along the Center of Section line from the North Quarter Corner monument of said Section 22, (basis of bearing is North 89°59'08" East 2647.02' feet from the Northwest Section Corner monument to the North Quarter Corner monument), and running thence South 00°18'34" East 214.63 feet; thence South 70°05'26" West 319.51 feet, more or less, to the Easterly Right-of-way line of Redwood Road; thence along said Easterly right-of-way line North 19°42'40" West 341.19 feet; thence leaving Redwood Road North 89°41'26" East 414.34 feet to the point of beginning

ALSO EXCEPTING the following described tract: A parcel of land located in the East half of the Northwest Quarter, and the Northeast Quarter of the Southwest Quarter, of Section 22, Township 4 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah, and being more particularly described as follows: Beginning at a point at the intersection of the Westerly right-of-way line of Redwood Road and the West 1/16th line of said Section 22, said point being North 89°59'08" East 1264.93 feet along the North Section line to said Westerly right-of-way line and South 19°42'40" East 174.15 feet along said Westerly right-of-way line from the Northwest Section Corner monument of said Section 22, and running thence along said Westerly right-of-way line of Redwood Road the next three courses and distances: South 19°42'40" East 589.26 feet; thence South 14°00'02" East 301.5 feet; thence South 19°42'40" East 3108.47 feet; thence leaving said Westerly right-of-way line South 89°58'53" West 1304.37 feet to said West 1/16th line; thence North 00°34'36" West 1311.35 feet to the East/West Center of Section line; thence North 00°03'23" West 2462.31 feet, more or less, along said West 1/16th line to the point of beginning.

Salt Lake County Tax Parcel Numbers: 33-22-100-030, 33-22-400-018, 33-22-300-006, 33-27-100-018,

Exhibit B

Preliminary PUD



1. Developer Dedication. The Developer shall, by Special Warranty Deed, convey to the City the real property required by the City to fulfill its obligations regarding improvements and roadways as hereinafter set forth; provided, however, that Developer shall be entitled to fair reimbursement or compensation (through impact fee credits or otherwise) for conveyances or dedications relating to “system improvements” as opposed to “project improvements” as such terms are defined under state law.

*

2. Phased Development. The Property will be developed in a logical sequence as determined by the Developer except as noted below in paragraph 6. Each portion of the Development (referred to as a numbered “Phase”) has distinct requirements and restrictions with regard to density, infrastructure, and uses.
3. Maximum Density and Requirements. As depicted in the chart below, the Property shall be developed in accordance with the following provisions, with the understanding that density units may not be transferred from one phase to the other (i.e., the number of units listed is the maximum number of units allowed in each phase):
 - a. Phase 1. Phase 1 will be comprised of 156 townhome units located on approximately 13 acres within the Property. Density equals 12 units per acre.
 - b. Phase 2. Phase 2 will occupy 20 acres within the Property and will consist solely of commercial development.
 - c. Phase 3. Phase 3 will be comprised of 396 stacked units located on approximately 22 acres within the Property. Density equals 18 units per acre.
 - d. Phase 4. Phase 4 will occupy 25 acres within the Property and will consist solely of commercial development.
 - e. Phase 5-A and 5-B. For purposes of density allocations under this Agreement, Phases 5-A and 5-B will be treated as one (1) phase. Phase 5-A will be comprised of 120 townhome units located on approximately 12 acres within the Property. Density equals 10 units per acre. Phase 5-B. Phase 5-B will be comprised of 330 stacked units located on approximately 33 acres within the Property. Density equals 10 units per acre. Together, treating them as one phase, Phases 5-A and 5-B will have a maximum of 450 units on 45 acres.

<u>Herriman Cross Roads / Phase Density</u>					
	Type	Acres	Density	Units	Stacked
Phase 1	Townhomes R-M	13	12	156	
Phase 2	Commercial C-2	20			
Phase 3	Stacked Units R-M	22	18		396
Phase 4	Commercial MU2	25			
Phase 5-AB	Townhomes MU2 Stacked	45	10	120	330
TOTAL		125		276	726

4. Development Sequence.

- a. Phase 2 commercial development shall be constructed (meaning the horizontal improvements are substantially complete) prior to the development of Phase 5-AB.
- b. Phase 5-AB shall not be developed until the Mountain View Corridor is commenced to allow for buffering between the Property or after a period of five (5) years from the date of this Agreement, whichever is shorter.

5. Amenities Overview. The amenity package developed for each residential phase is designed to create a lifestyle for the community of resort style living. The project will include active and passive activities including recreation, exercise, integrated trails for community connectivity, open space areas, etc. The buildings, amenities, design, recreation opportunities and open space will all be designed to create an active community that compliments the topography and natural distinctive features in the area. The amenities listed below for each phase of the development is predicated on the total number of planned units actually being built as set forth in paragraph 5 above. If the total number of units is reduced the total amenity package for that phase shall be proportionally reduced.

*

6. Residential Amenities By Phase. Each individual residential phase shall be developed with the amenities specified for each phase, as set forth in Exhibit “D” hereto.
7. Trail System Overview.
 - a. All communities (Phases) shall have access to the integrated trail system that will run throughout the Property as depicted on Exhibit “E”.
 - b. Hard trails/sidewalks will be incorporated into roadway areas based on the overall final design.
 - c. The trail system will have elements of a natural trail for hiking, walking and bike access to the Jordan River Trail and the Mountain View Corridor Trail.
 - d. The trail system will include two exercise stations to be built and located within Phase 3 and Phase 5. The final location of the exercise stations will be determined by Developer as each phase is completed.
 - e. The trail system will have integrated view areas/sitting areas with benches.
 - f. Jacob Welby Nature Trail will be integrated into trail system.
 - g. The trail will run along the existing Jacob Welby Canal Road to points north including tying into the Beef Hollow Trail that will give access to the Jordan River Trail.
 - h. The trail will generally follow and be located on the Jacob Welby Canal Road. If road access is unsuitable a four-foot-wide nature trail will be constructed off the edge of the Jacob Welby Canal Road.
 - i. The trail will have two passive sitting areas with benches located based on views and proper spacing as determined by the Developer.
 - j. All trails will tie together at logistical points for connectivity. All communities, including commercial phases, will include sidewalks or hard surface trails along roadways so all communities will have hard surface access to the Jordan River Trail without the need to cross Camp Williams

Road. The trail system will give access thru the underpass for inter-connectivity between all of the communities.

8. Mountain View Corridor Nature Trail.

- a. The trail will generally follow the Mountain View Corridor between the Mountain View Corridor and the Development in the open space area. This will be in addition to the hard surface Mountain View Corridor trail that is anticipated to be installed with the Mountain View Corridor by UDOT.
- b. The nature trail will have two passive sitting areas with benches located based on views and proper spacing to be determined by Developer.
- c. The trail will connect to east/west trails, the community trails, and future UDOT Mountain View Corridor trail.

9. Beef Hollow - Deer Underpass Trail:

- a. This trail will connect all trails to the Jordan River trail.
- b. At the deer underpass, the trail will consist of a nature trail and a hard surface to allow passage under Camp Williams Road. The trail may be combined thru the underpass.
- c. The trail will consist of a nature trail generally following the gully with a minimum of 6 feet in width.
- d. The east/west trail will incorporate a hard surface trail in addition to the nature trail where needed to give access from the communities to the Jordan River Trail.

10. Interior Community Trails:

- a. The trail system will be integrated and tie together to the interior trail or walkway/sidewalks within the phases.
- b. Two exercise stations will be integrated into the trails in to be completed with Phase 3 and Phase 5 as outlined above.

11. Mountain View Corridor Nature Trail.

- a. The trail will generally follow the Mountain View Corridor between the Mountain View Corridor and the Development in the open space area. This will be in addition to the hard surface Mountain View Corridor trail that is anticipated to be installed with the Mountain View Corridor by UDOT.
 - b. The nature trail will have two passive sitting areas with benches located based on views and proper spacing to be determined by Developer.
 - c. The trail will connect to east/west trails, the community trails, and future UDOT Mountain View Corridor trail.
12. Beef Hollow - Deer Underpass Trail:
- a. This trail will connect all trails to the Jordan River trail.
 - b. At the deer underpass, the trail will consist of a nature trail and a hard surface to allow passage under Camp Williams Road. The trail may be combined thru the underpass.
 - c. The trail will consist of a nature trail generally following the gully with a minimum of 6 feet in width.
 - d. The east/west trail will incorporate a hard surface trail in addition to the nature trail where needed to give access from the communities to the Jordan River Trail.
13. Interior Community Trails:
- a. The trail system will be integrated and tie together to the interior trail or walkway/sidewalks within the phases.
 - b. Two exercise stations will be integrated into the trails in to be completed with Phase 3 and Phase 5 as outlined above.
14. Phase 5 Trails/Transfer of Ownership. If the Herriman City/Camp Williams purchases Phase 5 the trails that are contemplated for Phase 5 will be adjusted accordingly. Any trails on the Phase 5 property will be approved based on the

new ownership by Herriman City. The owner of the property that develops at that time will be responsible for the installation of Phase 5 trails.

15. Improvements; Plats/Phases.

- a. At the time of plat recordation for each phase the Developer and/or Owner of the subject phase shall be responsible for the installation and dedication to the City of all onsite and offsite sewer, storm drainage, and road improvements sufficient for the development of the portion of the property depicted on the plat in accordance with the City regulations.
- b. All roadways within the Property shall be public roadways, which shall be constructed in accordance with the applicable City ordinances and regulations, and the approved construction drawings.
- c. The City shall provide all public services to the Property (including, without limitation, water service, storm drain, road maintenance, snow removal, etc.) and maintain the related improvements, including roads, that are specifically intended to be public upon dedication to the City and acceptance in writing by the City at the end of the warranty period, so long as the improvements meet the standards set forth in the City's municipal code for public improvements. The City shall provide all such municipal services to the Property at the same levels of service, and on the same terms and rates, as provide to other residents and properties in the City.

Amenities to be Provided

1. Each individual residential phase shall be developed with the amenities specified for each phase, as set forth below:
 - a. Phase 1 Residential Townhome Amenities.
 - i. Entry monument including signage, monument design and landscape designed to show that you have arrived at the Herriman Cross Roads community.

- ii. Fencing on the property line along the Camp Williams right-of-way will be installed and will be either a solid five-foot masonry fencing or three rail masonry fencing. If the fencing is solid it will be designed to be staggered at strategic locations with landscaping to prevent having a straight line along the roadway.
- iii. The hill area from the top of property line down to the asphalt along the Camp Williams right-of-way will be designed to have native grasses along with trees and shrubs spaced according to the final landscape plan.
- iv. A playground will be built with a tot-lot for toddler age children and playground equipment suitable for pre-teens.
- v. A nature trail will be improved and opened along the Jacob Welby Canal as it passes through the existing deer underpass and nature trail will connect to the Jordan River Trail.
- vi. Phase 1 residents will have access to all recreation opportunities provided in Phase 3.

b. Phase 3 Multi-Family Clubhouse and Amenities.

i. Clubhouse.

- 1. A clubhouse will be built with a minimum of 4,000 sq. feet.
- 2. Community offices will be maintained in the clubhouse.
- 3. Gathering area with an oversized flat screen TV, kitchen, seating, etc. will be provided in the clubhouse.
- 4. A state-of-the-art fitness center containing a minimum of 1,800 sq. feet will be located within main clubhouse. Fitness center to include top of the line equipment including but not limited to treadmills, spin cycles, universal weights, free weights, etc. The fitness area will have a large open fitness center with large windows suitable for exercise classes.

5. The club house will house media rooms with computers, office opportunities, including a gaming room with multiple gaming stations and a business center.
 6. Parcel lockers will be available in the clubhouse.
- ii. Swimming Pool.
1. Swimming pool with a minimum size of 2,500 sq. feet. Will be provided.
 2. Deck area around pool will be built and integrated into the clubhouse.
 3. Lounge chairs, chairs, chaise couches, and an outdoor TV will be provided in the deck area.
- iii. Hot Tub.
1. Hot tub with a minimum of 150 sq. feet will be provided.
 2. Two large built in barbeque grills will be installed and integrated into the area around clubhouse and pool.
 3. Pit or fireplace (gas) will be provided and integrated into area around deck and pool.
 4. Splash pad to be installed near pool.
- iv. Exercise Station.
1. Section of trail in Phase 3 will have one integrated exercise station.
- v. Dog Park - Pet Area.
1. A dog park-pet area will be constructed on the west border of Phase 3 and will be shared with Phase 5.
- vi. Pickleball & Basketball combined court.
- vii. Large Playground area.

- viii. Tot-lot playground area.
- ix. Benches, sitting areas and a barbecue grill area including two grilling stations.
- x. Upper level outdoor patio will be provided for views, reading, yoga, gathering etc. A large screen flat TV will also be provided on the outdoor patio and equipped with chairs, yoga gear, railings etc.
- xi. Trail system that is integrated into the overall area and community. The trail to the west of Phase 2 and the trail on Phase 1 to be completed with the development of Phase 1.
- xii. Bike storage in facility.
- xiii. View Units.
 - 1. All units to include decks or patios with oversize windows.
- xiv. 20% of the units are required to be built with oversize glass for views.
- xv. Signage and entry monument.
- c. Phase 5 Residential Multi-Family Amenities and Recreation Center.
 - i. Clubhouse with a minimum of 4,000 sq. feet.
 - ii. Community offices in clubhouse.
 - iii. Gathering area, with oversized flat screen TVs, kitchen etc.
 - iv. State-of-the-art fitness center having a minimum of 2,000 sq. feet. Fitness center to be equipped with top of the line equipment including but not limited to treadmills, spin cycles, universal weights, free weights, yoga, an open fitness center suitable for exercise classes, etc.
 - v. Two media rooms including computers, office opportunities, and community theater area.

- vi. Swimming Pool with a minimum size of 2500 sq. feet.
- vii. Deck area around pool integrated into clubhouse.
- viii. Lounge chairs, chairs, chaise couches, and outdoor TV to be provided around deck area.
- ix. Hot tub having a minimum of 150 sq. feet.
- x. Two large built-in barbecue grills integrated into deck area around clubhouse.
- xi. Fire pit or fireplace (gas).
- xii. Bike storage, community bike share.
- xiii. Parcel locker system in clubhouse.
- xiv. Demonstration kitchen in clubhouse.
- xv. Theatre room or sports bar in clubhouse.
- xvi. Section of trail in Phase 3 to have one integrated exercise station.
- xvii. Dog Park - Pet Area to be combined with Phase 3.
- xviii. Pickleball and basketball combined court.
- xix. Large playground area.
- xx. Tot-lot playground area.
- xxi. Benches, sitting areas and an additional barbecue grill area with two grill stations to be included.
- xxii. Upper level outdoor patio will be provided for views, reading, yoga, gathering etc. A large screen flat TV will also be provided on the outdoor patio and equipped with chairs, yoga gear, railings etc.
- xxiii. Trail system that is integrated into the overall area and community.
The trail to the west of Phase 3 to be completed with this phase.
- xxiv. View Units.

1. All units to include decks or patios with oversize windows.

2. 20% of the units are required to be built with oversize glass for views.

xxv. Signage & entry monument.

d. Phase 5 Townhome Amenities.

- i. Completion of integrated trail system.
- ii. Playground and tot-lot.
- iii. All units to have, at a minimum, a two-car garage.
- iv. Sitting areas with benches etc.
- v. Remaining open space areas.

Exhibit C

Exhibit D

Herriman Crossroads Design Guidelines/Requirements

The Herriman Crossroads Design Guidelines details the objectives of all residential construction Herriman Crossroads Community.

Nothing in these Design Guidelines shall override laws and codes. Owner is responsible for understanding and meeting all applicable codes, laws, regulations, etc. of government and municipal entities having jurisdiction over the project.

Overview

Herriman Crossroads was conceived and carefully planned as a mixed use commercial/residential community set in a natural Foothills Setting. The specific goals of this development are to:

- Maintain the natural beauty of the setting
- Maintain a safe, pleasant and desirable environment
- Establish and preserve a harmonious design for the community
- Promote and preserve active, walkable resort living

Therefore all architectural designs, buildings, landscaping, improvements shall be planned to be harmonious with connectivity, blending into environment, amenities to create active lifestyle with differing activities.

The Design Guidelines, Conditions, set forth the Architectural that shall define the minimum requirements necessary for the development.

Fences and Site Walls

In order to maintain the visual quality of an open and natural landscape, above-grade fences within Herriman Crossroads shall be permitted in designated locations and with approved materials.

- Fences shall be made of Cement, metal, wrought iron or Rhino material.
- It is anticipated that the only fencing will be for the townhomes at the east property line along Redwood road right of way (The property line is for the most part at the top of the large slope 50 feet down to the road). The other fencing area will be where residential is adjacent to the Welby Jacob Canal as approved with final site plan.
- The fence at the townhouse east property line will tie into the entry monument & signage area at the main intersection access to the overall development from Redwood Rd.
- The fence will be 5 foot in height made of the materials specified in the design guidelines.
- The fence will consist of solid areas based on the final location of buildings, the fence that is not directly behind buildings will be set off the property line a minimum of 5 feet and be open fencing. No long continuous fencing will be allowed along the property line.
- The fence will be integrated into a landscape plan with trees on the east side of the

offset open fencing areas, integrated to tie into the entry monument and landscape design.

- The 50 foot slope area from the fence to the existing pavement will be planted with large shade tree variety trees that will be 20 feet off the pavement on 30 foot centers, the upper row will be up the hill an additional 15 feet with trees staggered planted at 30 foot on centers. The trees will be a minimum of 1.5 inch caliper watered with a drip system. The natural grass/sagebrush between the trees on the slope will remain. The right of way on the southeast entrance will be landscaped from the sidewalk for a minimum of fifty feet to the south. The landscaping is subject to UDOT approval. Ground vegetation will be enhanced with perennial grasses, plants etc, in the areas as needed.
- Fencing along the Jacob Welby Canal will be six foot in height with mostly open fencing (rated non climbable) especially where the fencing is adjacent to Landscaping.
- It is anticipated that the commercial development will not have any fencing.

Entry Monuments & Signage

The main entrance (Redwood Rd Intersection) will have two nice entry monuments one on the south side of the entry for the townhomes and the north side of the intersection for the commercial center along with signage. The final design as approved by Herriman City may have one larger entry monument (in place of the two) if approved by the City. The entry monuments, landscaping and signage will be inviting, aesthetically pleasing and informational.

All other phases of development will include smaller monuments & signage at their entrance areas.

Lighting

Any lighting mounted on a building, on the ground, in trees, or on site walls for general, area, or security illumination shall be subject to these guidelines.

- Building mounted lighting must be directed downward away from adjacent lots, streets.
- All exterior lighting must provide shielding of light sources. Bare bulbs or lamps are not permitted.
- All exterior light sources including LED, Incandescent or other lamps shall have a maximum of 75 watts or unless express approval is received from the City.
- Lighting design to match the theme of Mountain Resort.

Refuse Containers

Details for location of refuse concealed containers will be designated by the Owner in the submitted drawings and site plan. Containers shall be appropriately concealed by a screen wall.

NOISES:

Due to noise and proximity to the Foothills Fireworks are strictly prohibited.

ARCHITECTURAL GUIDELINES

Design diversity within the limits of the Design Guidelines is anticipated and desired. Key architectural concerns include massing, building height, color and materials selection should be carefully considered in the design process. The architectural standards and design restrictions are intended to preserve, protect, promote and enhance the unique qualities of the community at Herriman Crossroads.

The Architectural Design palate will have similar refined rustic, muted finish elements as approved in the final architectural design.. The various blend of designs considered will be:

- Mountain Modern (Mountain Resort Theme)
- Prairie
- Mountain Resort
- Mountain Resort Theme & Colors

Modern with bright colors etc, will not be allowed and do not blend with the natural setting. No white soffit & fascia, railings or fencing.

Colors and Finishes

Muted natural tones should be used for all exterior elements, especially in the predominant color palate of the structure body. Colors with Light Reflectance Value (LRV) below Sixty Five percent (65%).

Exterior Walls- Stone, Brick, Hardy Cultured Stone,, stucco, and glass are the exterior materials characteristic of design

- **Brick, Cultured Stone or stone will make up a minimum of 35% of the exterior walls.**
- **Hardy Board (or equivalent) will makeup a minimum of 25% of the exterior walls up to 65% maximum.**
- **Stucco- is allowed to make up the third component of the exterior wall.**
- **Metal Siding- may be used in design as accent areas, rock baskets with metal etc. not to exceed 15%.**
- **Gabion Rock Cages, rusted metal/metal beams, composite wood etc. can be used as accents.**

Porches and Decks

Porches provide a personality and welcome invitation to the community. They also extend the opportunity for outdoor living space. **Roofs-** All roofs must be have the proper mass, proportion, pitch and placement for the particular style of house design. General rules include:

- Slope roofs are required for all townhomes or buildings under 3 stories.
- Flat roofs may be integrated into roof design only on buildings over two stories that are large in mass. This will be based on design only as conditionally approved by Herriman City.
- Sloped roofs are to be constructed of non-reflective materials colored in earth tones that compliment the natural environment.
- All roofs must be a dark color in order to visually recede into the background and natural setting.

Windows and Glazing

*

Windows provide a great opportunity for expression and enhancement to every design. Window size, placement, shape and grid configuration should align with the plan design.

ARCHITECTURAL GUIDE/SAMPLES

All exteriors require 3 different elements of design/materials example Cultured Stone, Brick, Hardy, Metal Accents/Railings. Mountain Theme includes earth materials & colors including but not limited to Stone appearance, Hardie, Stucco, Shake Siding, Metal accents or siding material,, Wood or Composite, Earth Tone Trim, Railings, fencing etc.

Character & Theming

The collage features several key elements: a photograph of a modern multi-story residential building with a mix of materials; a topographical site plan showing building footprints and landscaping; a 3D architectural rendering of the site on a hillside; a photograph of a landscaped area with a stream and a metal railing; and a photograph of a residential building with a flagpole. Logos for Herriman City and Kimley-Horn are also present.

HERRIMAN CITY

Kimley»Horn
Expect More. Experience Better.



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Architectural Element Samples



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ENTRANCE SAMPLE/ REDWOOD RD. HILL TREE SAMPLE



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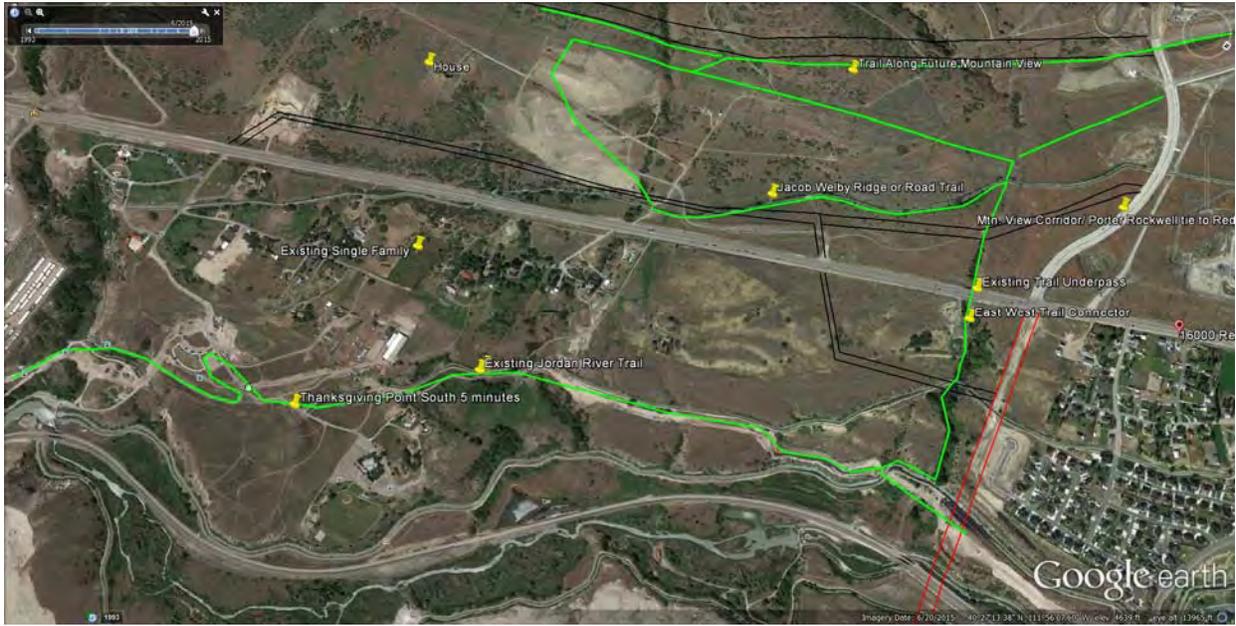
Commercial Theme Building Sample





Exhibit E

Trail System Map



Maintain view corridors and natural features.

Typical Wildlife Pass-through



Concept Picture of Amenities

4/6/2017

CLUBHOUSE/GATHERING-CAFE SAMPLE



4/6/2017

OUTDOOR UPPER FLOOR DECK SAMPLE



4/6/2017

POOL SAMPLE



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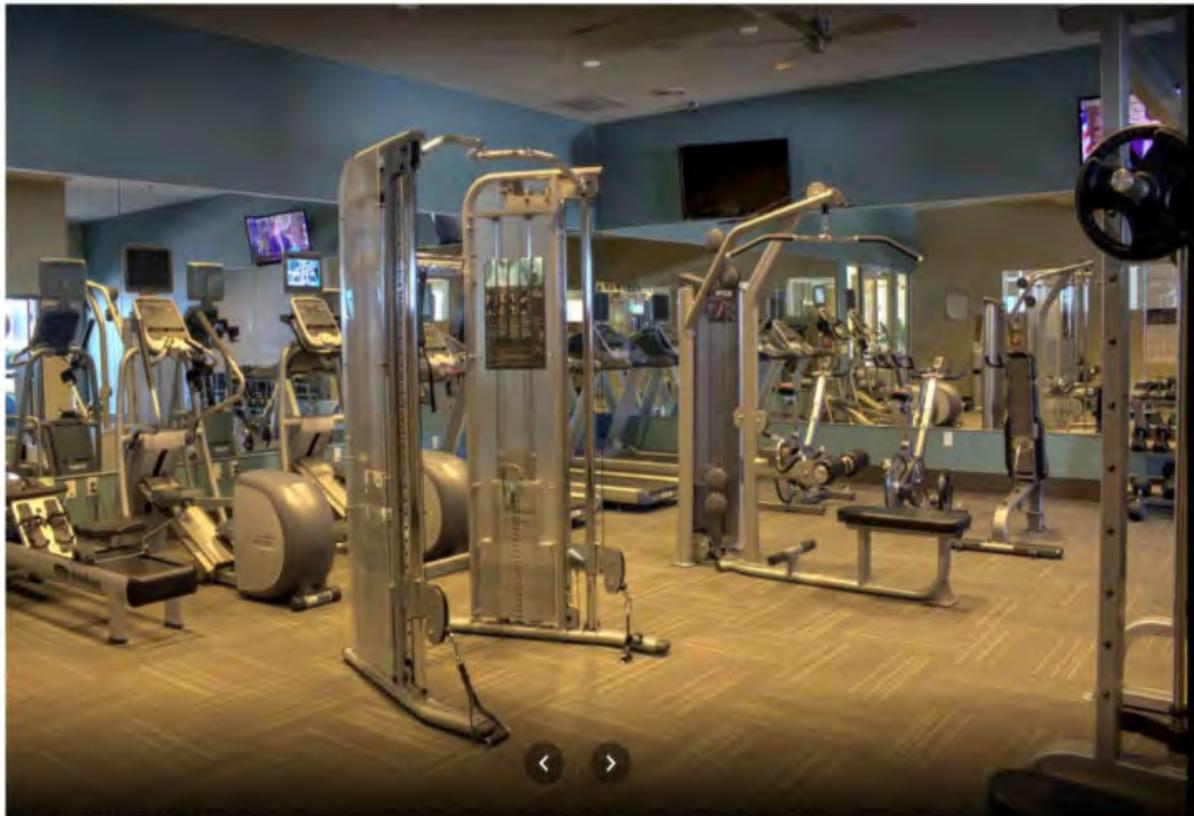
4/6/2017

Outdoor Upper Level Patio Sample



4/6/2017

FITNESS CENTER SAMPLE



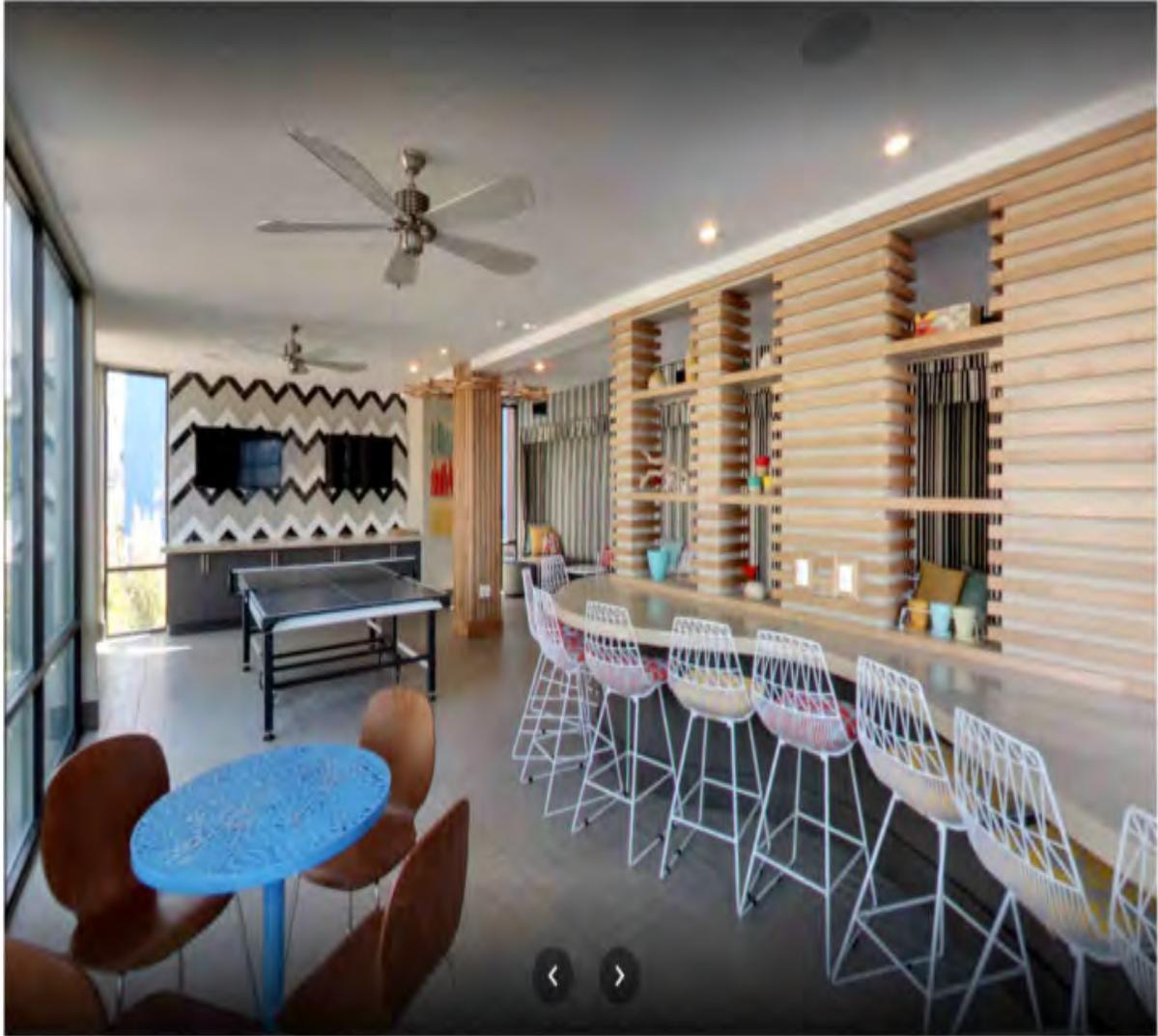
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STAFF REPORT

DATE: May 31, 2018
TO: The Honorable Mayor and City Council
FROM: Jonathan Bowers, Assistant City Engineer
SUBJECT: Engineering Standards Update Review and Discussion

RECOMMENDATION:

Provide guidance and feedback on the engineering standards update.

BACKGROUND:

The engineering development standards are being completely updated. The new update will bring design requirements up-to-date with current standards.

DISCUSSION:

The intent for this agenda item is for staff to present a just a segment of the standards update and solicit feedback from City Council as we move through the selected portion of the standards update.



STAFF REPORT

DATE: May 31, 2018

TO: The Honorable Mayor and City Council

FROM: Gordon Haight, Assistant City Manager

SUBJECT: Discussion of HB 136 and the request from Salt Lake County to adopt a Support Resolution

RECOMMENDATION:

Provide Direction to Staff

DISCUSSION:

The Next meeting is the last City Council Meeting that the Council can approve the resolution before the June 22nd dead line. There are a few things to consider if the Council determines whether or not to adopt the imposition resolution requested by Salt Lake County which include:

1. Will Herriman residents get their money's worth on this tax?
2. We are in discussions with the WFRC to get City transportation systems on the 2050 map.
3. This is a political issue for the state legislators and the County officials.
4. I think there is a benefit to having a healthy discussion on this issue. If these funds are approved the City has an opportunity to apply for and receive these funds for critical project.
5. The City should available revenue sources for the growing infrastructure. The City has not voted a revenue increase for the City, but we have voted revenue increases for all our parent agencies.
6. The City may want to forgo this tax increase and use the political capital for the storm drain or other fee.
7. There have only been a few townships and Cities that have approve the sales tax resolution, well short of the 2/3 the County is asking.
8. The City has a lot of pressing issues and one more maybe one more too many.
9. The proposed revenues will be split 40% to the City, 40% to UTA and 20% to Salt Lake County. This is estimated that the City would receive an additional \$300,000 to the City road budget. This amount will continue to increase as the City grows.

Quarterly Run Data

January~February~March
2018



Unified Fire Authority
Herriman

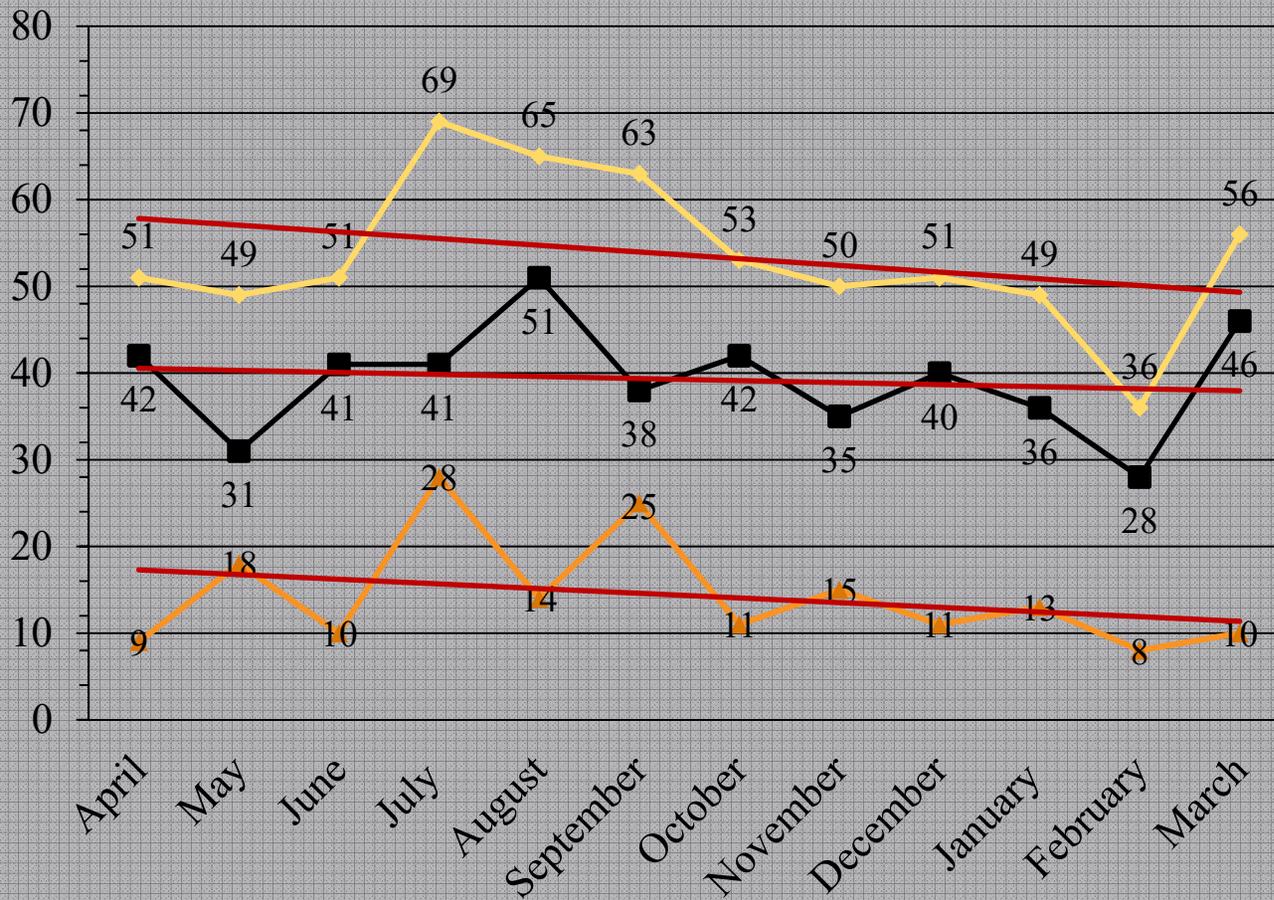


Quarterly Call Volume

	Station	Staffing	Fire	Medical	Total
1	Station 117, Taylorsville 4545 South Redwood Road	9	69	545	614
2	Station 101, West Millcreek 790 East 3900 South	6	76	500	576
3	Station 109, Kearns 4444 West 5400 South	6	82	490	572
4	Station 125, Midvale 7683 South Holden St.	4	60	408	468
5	Station 104, Holladay 4626 South Holladay Blvd.	5	64	342	406
6	Station 118, Taylorsville 5317 South 2700 West	6	34	312	346
7	Station 110, Cottonwood Heights 1790 South Ft. Union Blvd.	6	41	263	304
8	Station 126, Midvale 607 East 7200 South	7	25	278	303
9	Station 106, East Millcreek 1911 East 3300 South	6	42	226	268
10	Station 251, 252 Eagle Mountain/1680 E Heritage Drive	3	58	186	244
11	Station 111, Magna 8215 West 3500 South	6	27	206	233
12	Station 112, Olympus 3612 East Jupiter Drive	4	48	185	233
13	Station 102, Magna 8609 West 2700 South	4	25	156	181
14	Station 116, Cottonwood Heights 8303 South Wasatch Blvd.	4	44	136	180
15	Station 124, East Riverton 12662 S. 1300 W.	5	22	132	154
16	Station 121, Riverton 4146 West 12600 South	8	23	129	152
17	Station 103, Herriman 5916 West 13100 South	4	31	110	141
18	Station 123, Herriman 4850 West Mt. Ogden Peak Dr.	5	29	97	126
19	Station 108, Big Cottonwood 7688 South State Road 190	3	4	120	124
20	Station 113, Little Cottonwood 9523 East Bypass Road	3	0	124	124
21	Station 119, Emigration 5025 East State Road 65	3	5	13	18
22	Station 115, Copperton 8495 West State Road 48	3	3	9	12
Grand Total			812	4,967	5,779



Station 103



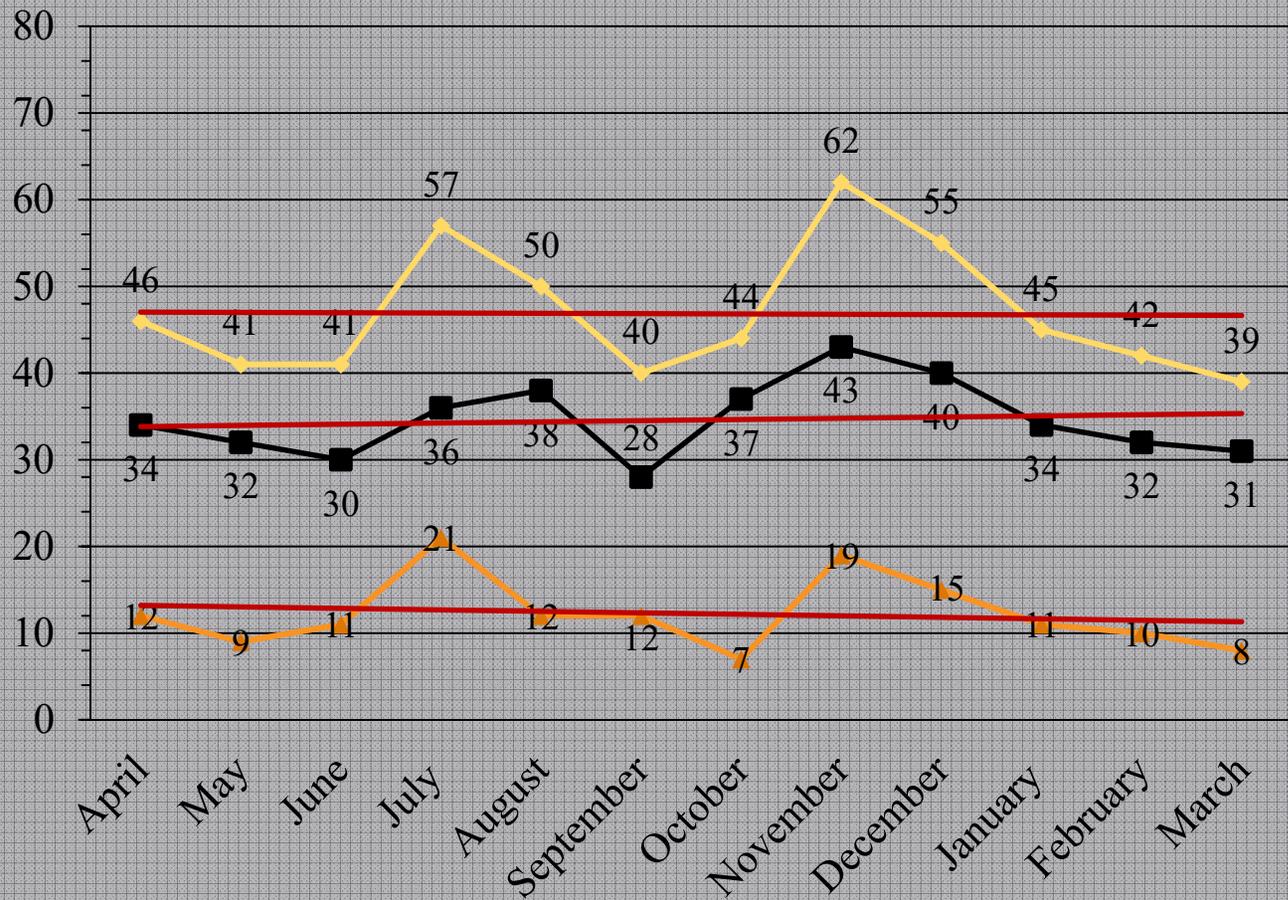
12 Month Average

Total Calls: 53.6
Med Calls: 39.3
Fire Calls: 14.3

- ◆ Total Calls
- Medicals
- ▲ Fires
- Linear (Total Calls)
- Linear (Medicals)
- Linear (Fires)



Station 123



12 Month Average

Total Calls: 46.8

Med Calls: 34.6

Fire Calls: 12.3

◆ Total

■ Medicals

▲ Fires

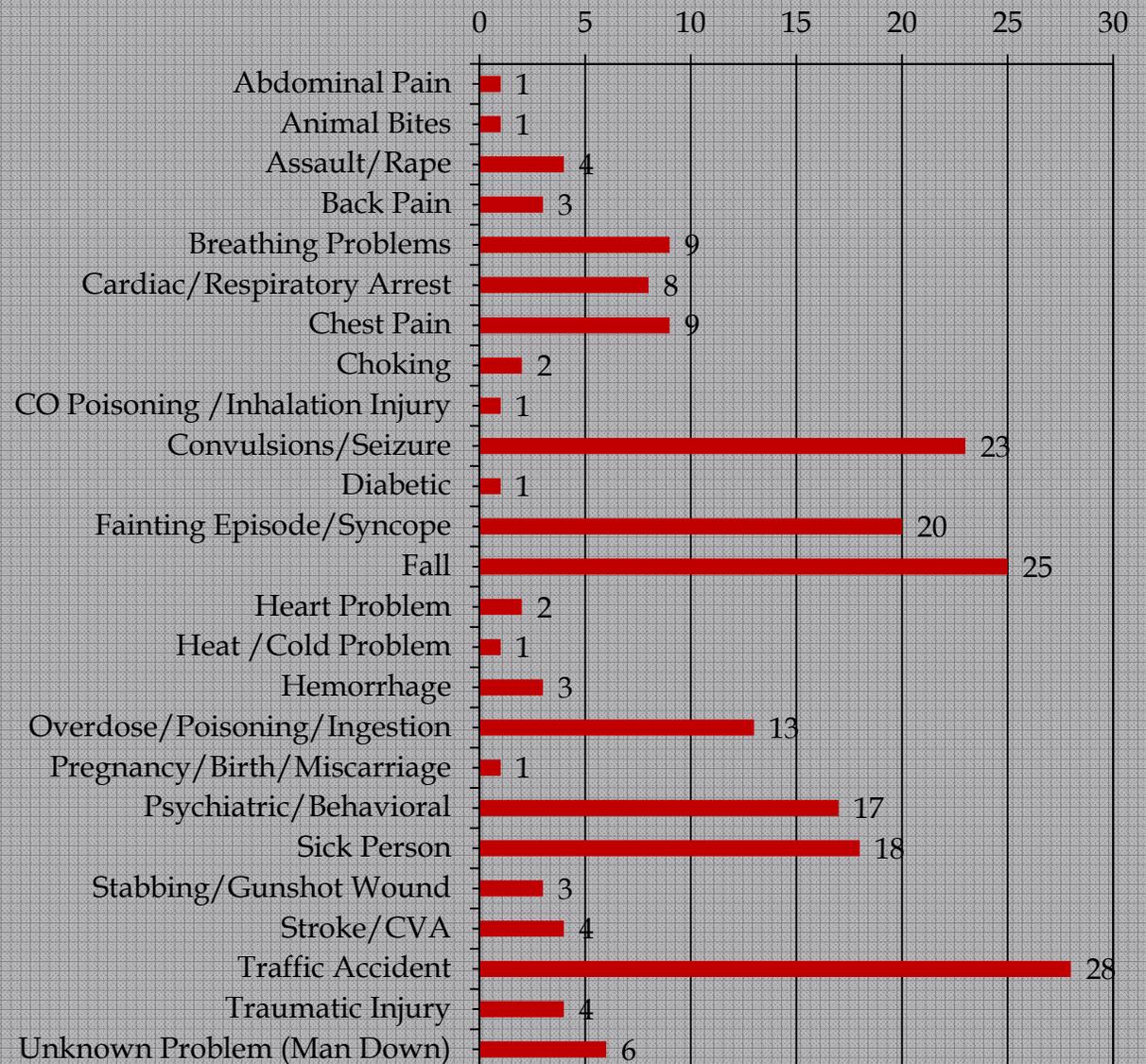
— Linear (Total)

— Linear (Medicals)

— Linear (Fires)

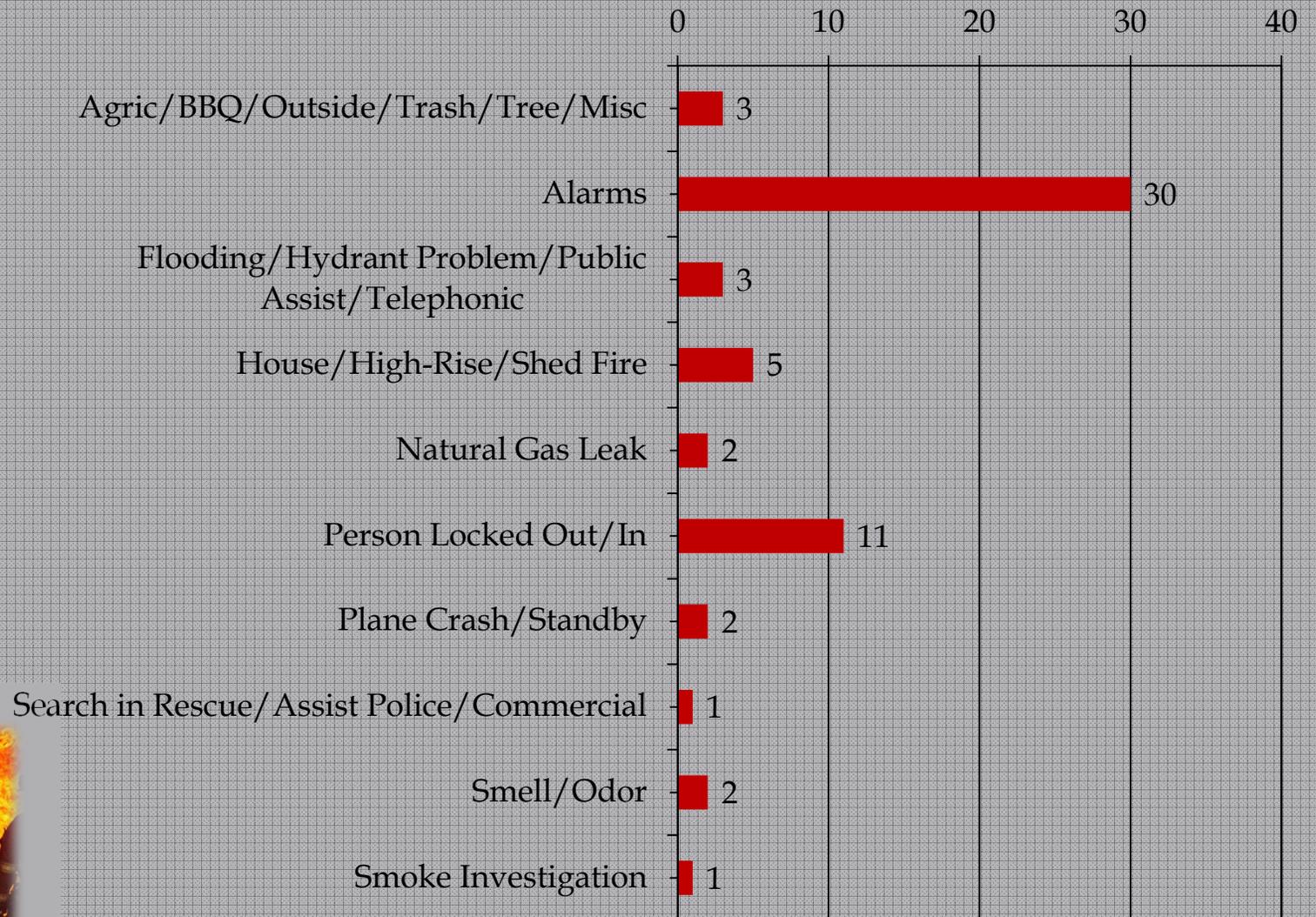


Medical Calls





Fire Calls





Station Activities

Station 103

Station Tours: 8 Tours for 96 People

Station 123

Station Tours: 30 Tours for 355 People

Crew participated in the Herriman Basket Bash on March 31st



UFA Updates

Audit Action Items

- UFSA - 21 of 28 items have been completed
- UFA – 100 of 126 items have been completed
 - Remaining items are assigned to the State of Utah's Attorney General Office

In Process

- Restoration of the water rescue & recovery program
- Preparations for response to the increasing trail system in the Herriman foothills
- Wildland fire season planning and preparation for UFA and valley resources



Questions??

Herriman Liaison:

Battalion Chief Riley Pilgrim

Rpilgrim@unifiedfire.org

Assistant Chief:

Jay Ziolkowski

Jziolkowski@unifiedfire.org

Prevention:

Dan DeVoogd

801-743-7232

Public Relations:

Taylor Sandstrom

801-743-5606

Event/Support Scheduling

385-743-1746

Ufaevents@unifiedfire.org

Station Tour/Visit Scheduling

801-562-9129

Publicrelations@unifiedfire.org

Emergency Manager

Chet Ellis

cellis@unifiedfire.org

Unified Fire Authority
3380 South 900 West
Salt Lake City, UT 84119
801-743-7200
www.unifiedfire.org

1. UFA Budgeting process:

- We are wrapping up our budgeting process for the next fiscal year.
- Each division had prepared and turned in its budget that has its needs tied directly to action items in UFA's Strategic Plan.
- All budget proposals were presented to the Board and tentatively approved on May 15, 2018, and made available online.
- There will be a public hearing on June 19th for the budget after which the Board will adopt a finalized budget proposal.

2. Fire School 101:

- In partnership with our Union, UFA held a "Fire School 101" for about a dozen city officials from our different communities in mid-May.
- This event is aimed at teaching some basic medical and fire principals and to help individuals have a better understanding of firefighting techniques and strategies.
- Please let us know if you would be interesting in participating in the next one.

3. Wildland season prep:

- Great Basin weather and fuel forecasters believe Northern Utah is expected to see normal wildland fire behavior May-June with a potential increase moving into July and August.
- For our area, we feel this is fairly accurate unless late spring brings abnormally warmer weather, which may increase the potential for wildfire in the lower parts of the valley.
- We have accomplished most of the valley-wide safety training for those engaging in fire attack. It's been very successful and well received.
- UFA will be engaging in multiple community events and public education and outreach beginning this month. This includes home assessments and fuel mitigation work in our areas.

4. 3-person vs. 4-person crews discussion:

- As our member cities have gone through the budgeting process, some have asked for information about the differences between a 3-person vs 4-person crew.
- While we can function with 3-person crews, our greater preference is to move towards 4-person crews for several reasons:
 - They can perform critical tasks faster.
 - If no victim is inside the structure, a 3-person crew has to wait for another crew to arrive before they can enter the building per OSHA rules.
 - If a victim is in a structure during a fire, a 3-person crew can enter the hazardous atmosphere to make the rescue, at great personal risk, without the two people outside to help them if a problem arises.

5. Fireworks: Purchasing and Discharge

- Sale of Class 'C' fireworks begins on June 24 and runs through July 25, 2018.
- Discharge of fireworks:
 - July 2 – 5 from 11:00 a.m. to 11:00 p.m. (except on July 4 until midnight)
 - July 22 – 25 from 11:00 a.m. to 11:00 p.m. (except on July 24 until midnight)

6. SAFETY MESSAGE: Protect children and pets from overheating in vehicles this summer

- With temperatures rising, it is important to remember we cannot leave children and pets unattended in vehicles.
- In the first 20 minutes a vehicle is turned off and left in the heat, almost 70% of the heating occurs. So even leaving children and pets in a car for a short duration is dangerous.
- Cracking windows does very little to help with this.
- During days where temperatures are as low as 80 degrees, interior temperatures can climb as high as 123 degrees in less than an hour.
- Dark objects inside a car can reach temperatures close to 200 degrees.
- Complicating this is the fact that children's thermoregulatory systems are not as efficient as an adult's and their body temperatures warm at a rate of 3 to 5 times faster than an adult.
- Only 18% of children who die in a hot vehicle are left there intentionally.
- To prevent this, we suggest getting in the habit of looking in the back seat before leaving and locking your vehicles. Practice this until it becomes habit, to lessen the likelihood of leaving your pet or child in the car on accident.
- Other stats:
 - 87% of children who die are 3 years old or younger
 - 54% are forgotten in a vehicle
 - 27% are playing in an unattended vehicle



SPECIAL CITY COUNCIL WORK MEETING MINUTES

Wednesday, March 21, 2018
Awaiting Formal Approval

NOTICE IS HEREBY GIVEN that the Herriman City Council shall assemble for a Meeting in the Herriman City Hall Fort Herriman Conference Room, located at 5355 West Herriman Main Street, Herriman, Utah.

Presiding: Mayor David Watts

Council Members Present: Nicole Martin, Sherrie Ohrn, Clint Smith, and Jared Henderson

Staff Present: City Manager Brett Wood, Assistant City Manager Gordon Haight, Director of Administration and Communications Tami Moody, City Recorder Jackie Nostrom, Deputy Chief of Police Services Troy Carr, City Engineer Blake Thomas, Chief Building Official Cathryn Nelson, Parks and Recreation Director Wendy Thomas, Water Director Justun Edwards, Operations Director Monte Johnson, Communications Specialist Destiny Skinner, Finance Director Alan Rae, City Planner Michael Maloy, and Communications Specialist Jonathan Lafollette.

6:00 PM - SPECIAL MEETING

1. Council Business

Mayor David Watts called the meeting to order at 6:05 p.m.

2. Administrative Reports

2.1. 2018 Legislative Session Wrap Up – Tami Moody, Director of Administration and Communications
Director of Administration and Communications Tami Moody offered a brief overview of the legislative session this year. There were several bills discussed that could have a significant impact on local control as well as general city business. Lobbyist Chris Bleak represents Herriman and presented to the Council on several high-level bills. The emphasis had been on taking back local control. The issue arose from an increasing number of developers that have frustrations with cities. Currently, there has been a push for economic development and debates on how cities and the state should work together. This is evident in surrounding cities, such as Draper around the prison property. Herriman chose wisely with the point of the mountain template. Had cities like Salt Lake followed this example, some

of their issues would have been mitigated. The past session was incredible for transportation, as well. A list of bills discussed include:

- **Senate Bill 136 Transportation Governance Amendments:** This bill modifies the governance of certain public transit districts to include the Department of Transportation. It creates a local advisory board and defines its membership. It allows for local jurisdictions to share property tax revenue for transportation capital development projects. It would reform Utah Transit Authority and make changes to land use. The House Sponsor, Representative Scholtz, had originally wanted it to go further. The project created revenues for cities and transit that were not anticipated. The bill would make additional changes to transit funding. The new funds would go towards building and planning large scale projects. In a positive light, there were no capital project funds for many years and the new Transportation Investment Fund is generated from general sales tax. Fourth quarter tax must be imposed by the county by June 2020 or the cities can then impose it on their own. This really puts the hammer towards the counties for their ability to impose the tax and split their share of the money. Councilmember Martin asked if the county seems likely to impose. Lobbyist Chris Bleak stated that if the county imposes the fourth quarter tax, then .1 would go to the City, .05 to the County, and .05 to the Utah Transit Authority (UTA). In essence, the county would have to approve the imposition, but there would be political considerations with timing and method. Once all of the four quarter taxes are imposed, the county can then impose a fifth quarter where .2 would go to the county to be spent purely on transit. There would be an overall deadline on both the fourth and fifth quarters of June 2022. If not set by this date, the counties and cities lose the opportunity to increase for transportation purposes. There are certain other changes regarding land use and economic development; some of these aspects are lost once prioritization has been made. How the land would be used and parts of the planning criteria can be an issue for citizens. Director of Administration and Communications Tami Moody mentioned that the Wasatch Front Regional Council offered a briefing of the bill if the Council would like to receive the information.
- **Senate Bill 71 Tolling Bill:** Part of the goal of this bill is to look at tolling Cottonwood Canyon. Ideally, the subsidized user fees would fund for transportation rather than general sales taxes, which is the current state.
- **House Bill 21: Changes to Property Tax** This bill is an entire property tax component. There would be a vote on a .10 cent gas tax increase. The increase would raise an additional \$160 million that would be split 70/30 with Class B&C road funds. If the increase were to pass, it would be roughly an additional 40 million going into the Class B&C fund. Several groups will undoubtedly advocate for the bill since it would allow more money in public education, as well.
- **Senate Bill 120 Local Government Fees and Taxes Amendments:** Several cities, Provo being the largest, imposed a municipal transportation utility fee. Provo was concerned with the large institutions throughout the city that did not pay any property tax, yet heavily impacted the roads. As a solution, they wanted to spread maintenance costs among all of the tax payers, rather than keeping it concentrated. Thus the municipal utility fee was created and sanctioned. There were a few restrictions in place against those who cannot be charged under the bill. County entities specifically are exempt.

- **Senate Bill 259:** This bill dealt with housing. The general plan includes 5000 moderate income housing opportunities. It outlined zoning, planning and outlining that should also be considered in the plan. In this respect, Herriman once again has a good story to tell and display. Some of the components have been mandated, and may at some point become an issue, for affordable housing.
- **HB 257 Landscape Bill:** This bill passed and will be required in distant future.
- **HB 376 Interlocal Provision of Law Enforcement Service:** This bill did not pass. This bill specifically dealt with Interlocal with the Unified Police Department (UPD). One reason for its failure was due to timing issues. Eventually, it will be revisited.
- **Extra Territorial Jurisdiction:** Several bills dealt with this issue. The legislature wanted to create an oversight committee. The bill dealt with citing, specifically if cities own property outside of their jurisdictional boundaries.
- **Small Cell Tower Bill:** This bill was to have small cell towers approved that would provide enhanced wireless. It won't be a huge issue for Herriman in the near future since the focus will be on getting additional areal nodes in areas of high congestion. It will impact these city's ability to dictate zoning and associated fees. From this perspective there are some infringements with the small cell towers. The devices are smaller and different from the large cell towers. They are fitted on utility poles. Director of Administration and Communications Director Tami Moody mentioned that if the City does not put these up, residents have the option of putting them up themselves with their own equipment; however, the City can set reasonable guidelines for the installation. City Planner Michael Maloy mentioned that the City should prepare for the towers.
- **HB 250 Building Permit and Impact Fees Amendments:** City Engineer Blake Thomas presented on several impactful bills. This bill had a plan review time. If it is not reviewed quickly enough, it will be automatically approved. Councilmember Smith clarified that it is only automatically approved if it has an engineered stamp. City Engineer Blake Thomas confirmed. Aside from this, planning and engineering also have to approve that certain aspects are in order before it would go through which is part of the engineering process. These processes put more pressure on the building department and is encroaching into the engineering and planning divisions. Councilmember Martin mentioned that the reason for this bill boils down to one or two "bad actor" cities. So long as a city is within the timeframe, there are no issues. It works for the "one size fits all" bills. City Planner Michael Maloy added another caveat that if an applicant exercised the right to commence construction prematurely, the architect or engineer that stamped the plans would assume the liability. City Engineer Blake Thomas mentioned there will be more clarification to come in the future.
- **House Bill 305 Fire Code Amendments:** He continued with the fire code amendments decreased requirements. Now, building permits would be allowed without asphalt down. Herriman and other cities are looking at changing the asphalt standards. Currently, there are three inches of asphalt on roads. They are looking at having three inches of road base to help for protection. South Jordan adopted a similar structure. Councilmember Smith mentioned that if the roads are not properly maintained during the winter months, there would be the potential to shut them down. This would add to the risk of damaging the underlying road base. City Engineer Blake Thomas agreed on this point.

- **Senate Bill 377 Land Use Amendments:** City Planner Michael Maloy mentioned that he had notes on this clarifying the administrative and legislative means. Certain land changes will need reviewing to check for consistency with the City Code.
- **House Bill 38 Firework Restrictions:** Parks and Recreation Director Wendy Thomas explained that the department is currently working on the fireworks open space restrictions. The goal would be to mitigate potential fire hazards. The new dates for fireworks will be July 2-5 and 22-25. New Year's Eve the City would allow fireworks to be displayed from 11:00pm to 1:00am (these times subject to change dependent on the day of the week). Currently, staff has been working on a map for Council approval.
- **Senate Bill 167 Food Trucks:** Director Thomas indicated the department has been working with different food vendors as certain revisions to the ordinance would be necessary in order to comply with the state statutes. The City would amend the ordinance as needed. However, it is limited as to where it can prohibit the vendors to operate.

Water Director Justun Edwards offered updates regarding the water holdings. There are some mapping requirements for holders who are supplying outside the city limits. Information such as how much water is being supplied and how many connections exist would be required to proceed. With the Water Conservation Bill, a secondary water sources is required. The bill failed due to this but will come back once amended.

Chief Troy Carr discussed quotas. The City does not have quotas, and has no plan to implement them. The bill basically addressed percentages and numbers, which had been tied to each officer performance evaluation. This has not been standard practice. There has been a push for part-time employment for officers. The main idea suggests there would be more manpower in a security company. The department was still working through the details. It would; however, implicate worker's compensation fund and a change in event jobs. The Dingo and Aldo Bills were passed. Aside from this, the Chief emphasized that Paraphernalia Fraud is considered a crime.

- **SB 158 Municipal Business Licensing:** The bill would clarify that an administrative fee can be charged if a person requests a home-based business license that is not required. The home-based business owner must be notified of said exemption. If a license is requested, the owner can be charged a fee. The owner will be notified if the license is not required.

The homeless shelter was discussed, including the \$2,000,000 set aside for its purposes. Assistant City Manager Gordon Haight discussed the trail and appropriation money as well. Lobbyist Bleak suggested cities had been affected due to legislation changes regarding trail appropriations. Parks and Recreation Director Wendy Thomas would provide a presentation on the topic next week. In essence, the City will receive a third of what it initially was going to receive. Also, the City would not receive transportation money this year.

- **SB 167 Food Truck Regulation Amendments:** These amendments restrict the City from regulating food trucks through various land-use regulations.
- **SB 189 Small Wireless Facilities Deployment Act:** This act permits a wireless provider to deploy a small wireless facility and any associated utility pole within a right of way under certain conditions.

It also allows the provider to collocate small wireless facilities on non-electric municipal poles. Municipalities are required to recognize small wireless facilities in ROW as a permitted use in all zones and districts. It would create a uniform process for allowing telecoms access to the ROW for small cell deployment and for compensating cities for the use.

- **SB 234 Utah Inland Port Authority:** This bill had been seen as a violation of our local government principles regarding local control over property tax increment and land use. It formed an 11-member Port Authority Board. The standards are incompatible with the Land Use, Development and Management Act and the Port Authority would be able to take 100-percent of the future tax increment.
- **HB 259 Moderate Income Housing Amendments:** This bill amended provisions of the Municipal Land Use Development and Management Act relating to moderate income housing. It would require the general plan of a municipality allow and plan for moderate income housing growth.
- **HB 346 Local Government Plan Review Amendments:** This bill addressed the review of construction project plans by local government and makes permanent the 14/21 day plan review requirement.
- **HB 358 State Database Amendments:** This bill established provisions relating to information contained in certain databases maintained by the state. It required the City to transmit an electronic copy of all approved plats to the Automated Geographic Reference Center.
- **HB 361 Billboard Amendments:** This bill would require a city to use the eminent domain process when seeking to purchase a billboard. This bill was opposed by the League of Cities and Townes. Eminent domain requires the City to obtain an appraisal, but the billboard owner is not required to provide information about the billboards value. The City is also required to provide relocation costs to a property owner whose property was condemned.
- **HB 372 Point of the Mountain State Land Authority:** This bill enacted provisions relating to the development of state land around the point of the mountain area. The City followed this bill to remain informed as it furthers efforts to work with participating cities. It can then recommend development that distributes the benefits and burdens in a fair manner on both the east and west side of the county.
- **HB 416 Traffic Flow Amendments:** This bill amended provisions related to safe operation of a vehicle through a red light in certain situations. In essence, it would allow an operator of a vehicle at a red light on a highway with a speed limit of 55 mph or lower during a time of extremely low traffic levels to proceed through the red light if the operator reasonably determines that no other vehicle is at or near the intersection, no pedestrian is attempting to cross and no other safety concerns exist.
- **HB 430 Affordable Housing Amendments:** This bill created the Commission on Housing Affordability in the Department of Workforce Services. The Commission would work to increase awareness and understanding of the housing affordability needs of the state and how those needs may be most effectively and efficiently met. They will gather information regarding housing and make recommendations. Affordable housing has been a hot topic item during this legislative session and this is another way local government can play a role in solving the affordable housing gap.

2.2. Review of Capital Project Priorities – Blake Thomas, City Engineer

City Engineer Blake Thomas indicated that a list of recommended projects had been provided to the City Council at the February 14, 2018 meeting. The list of projects are divided by funding source and prioritized over the next two fiscal years. All projects that are not recommended to be completed in the next two fiscal years were sorted from highest cost to lowest cost. Staff requested that the City Council review the recommended project lists and identify where they would like to make changes to the list by either adding new projects or adjusting the priorities.

Since the last presentation there have been no changes to the culinary water impact fee projects. The same goes for the secondary water impact fee projects. Councilmember Henderson recalled previous Council discussions considering the installation of a second reservoir. City Manager Brett Wood mentioned this is not the reservoir that had been discussed originally. The City does not need the secondary reservoir for a recreational amenity, like Blackridge, but rather for storage. The size needed was comparable to the one in Juniper Canyon. Originally the Council had discussed doing a much larger reservoir for other recreational purposes; however, the plan has since been scaled back. Water Director Justun Edwards mentioned the area needed would prove to be difficult for maintaining a dual-purpose reservoir. Councilmember Martin mentioned that the City had let the residents know previously that an additional reservoir would help alleviate some of the issues at Blackridge. However, now that the reservoir will not serve a recreational purpose, she proposed that the City let them know why they are unable to hold up on that promise. It would be possible in the future, but currently the cost would be excessive due to dam requirements.

Water Director Justun Edwards added that there will be reservoirs in the future northwest section of Herriman that may serve those other purposes. Councilmember Martin felt that if the taxpayers understood the situation, they would agree that the tax dollars could be better spent. Her main focus was to clearly communicate the plan and reasoning. Councilmember Henderson asked to be reminded of the location of the additional reservoir. Water Director Justun Edwards oriented the Council of the proposed location and responded that there would be increased housing in some parts, a school, and a trailhead. He offered a brief overview of the site. City Manager Brett Wood mentioned that with the area being open, people would inevitably come to the reservoir for activities. The Council agreed, but postponed this discussion until a later date.

City Engineer Blake Thomas discussed park impact fees. Parks and Recreation Director Wendy Thomas added that the projects are partly connection driven, and others developmental. There are certain obstacles for the Desert Creek Trail currently. The City has been planning a connection for next year. One goal is to connect the trail with Butterfield Cove, Midas Creek and the asphalt trail.

Councilmember Smith mentioned that trail builders could accomplish the necessary work for the trails. Parks and Recreation Director Wendy Thomas responded that she had already received bids for every trail. She relayed excitement to move forward with the project. Her department will work on the contracts. City Manager Brett Wood thanked her for looking into this issue and explained that this renovation would be a great amenity for the residents.

The Council discussed the storm drain and transportation impact fee projects. The transportation impact fee projects will have an issue of having higher bids due to the construction season being underway. It was suggested to wait until November to request proposals from contractors. Councilmember Martin voiced her concern with the bidding process. The City is required to go with the lowest bid that qualifies for the project, despite potential issues with

quality that would cost more in the long run. She mentioned that this concerns her to have to pay for potentially poor work. She asked why the City is not able to factor in the reputation of the bidder. The Council voiced frustration at this predicament and mentioned the desire to see this law change. The City would rather pay a bit more to receive a product they know will be good, rather than take a chance on a poorly executed project that will only cost more money in future repairs.

City Engineer Blake Thomas mentioned several options to facilitate this issue. The first, once the chosen bidder completes the project, the City could create a survey to rate the company and the company to rate the City. If the work done was poorly, the City can set standards for the following project that would require the same company to score much higher in order to qualify to bid. The other measure the City would take to work around issues is to hire a consultant to help write an inspection list to keep the qualifying factors high. Councilmember Martin mentioned this work and any additional work is key right now. The most important aspect is the quality. Since the City has a lack of funding currently for maintenance, it is even more important to have solid work done to help minimize maintenance issues. She petitioned that raising the City's standards legally is the right course of action.

2.3. Potential Budget Revenue Discussion – Gordon Haight, Assistant City Manager

Assistant City Manager Gordon Haight mentioned that before the City Council adopted the FY 18/19 budget, the Council had requested the opportunity to consider options to increase the City revenue. They discussed the importance of having creativity in the ideas that could give the residents an opportunity to save money and allow the City to receive additional funds. The revenue opportunities considered would be for future years. Financial Director Alan Rae quoted a study indicating the key to achieving a balanced economy is to develop multiple and diversified municipal revenue streams that can provide consistent, ongoing and predictable income.

Financial Director Alan Rae continued that Herriman City does not have diversified revenue streams. Rather, the City almost wholly relies on sales tax to make up the difference. He presented a graph to display the expenses as compared to revenue. A study showed that with a complete buildout, the city can expect at least 5 million in local sales tax. The City has already exceeded that amount. At this point, the buildout excess has been taken to cover the differences. He advised that the City look for other ways to receive ongoing regular revenue. After buildout, the City will not be able to sustain itself without other forms of regular revenue. One of the suggestions given to the City is to not take a change in tax rate because of increased property values. Using the numbers from last year, this method would have only raised \$29K; which would not be worth conducting a truth in taxation hearing. However, Financial Director Alan Rae indicating tripling the cost, about \$1.2 million could be added to property taxes which would calculate that a \$300K home would cost a resident an extra \$125 annually.

The City could potentially increase the bill for water, trash, sewer, etc. Each staff member helps manage accounts and take payments. Currently this amount adds up to about \$300K annually. Finance Director Alan Rae proposed going to the organizations that set up these services and make a wholesale arrangement. That way the billing can be done through the City, which can adjust the cost to cover as needed. Residents would then receive one bill rather than going to all three locations to pay for services. The City would also be able to deal directly with the customer, which would be an added benefit for the residents. Currently, the Customer Service team deals frequently with the water department. This would help to divide between other enterprise funds. The sewer district has been asking for help to hook up water lines for the people. Without this, many are not paying fees and they would appreciate help from the

City. The City would invariably shut off the water in order to collect those bills. The City would not have appreciable differences in cost with this method. It would just be more two more line items on the bill. An idea would be to put meters on the outflow of the sewer to understand how much impact has been placed on the system. Tracking method could be conducted through the initial connection. The Sewer District would retain its impact and connection fees. This proposal could reduce the cost of partner agencies, and help the City gain a small consistent revenue stream. Even a \$2 savings on each account would provide an extra \$500K per year. The accounting system would merely add two more lines on the bill and residents would only need to have a single utility account.

City Manager Brett Wood mentioned his shock at many people walk in to customer service to pay those bills. He agreed that it is a good process for saving entities money and help offset costs. This change would also keep more money for general fund items. He commended Finance Director Alan Rae on configuring this plan. Councilmember Martin added that this is proof that the government can be efficient. Councilmember Smith anticipated that perhaps the other entities would see a decrease of revenue on their side. Finance Director Alan Rae believed this would not happen as consolidating services could save \$50K alone on mailing distributions. Councilmember Henderson asked what potential roadblocks might appear; what reasons could the other two entities present to opt out of the agreement. Finance Director answered that he does not foresee any financial reasons; the only potential roadblock he foresees is that of the company wanting control over the process. This would be somewhat relinquished to the City. Councilmember Henderson mentioned there would be overhead that the City would dip into and cause them a revenue decrease. Finance Director Alan Rae suggested approaching them about conducting a study to see how much the company requires to function without the billing as the City would cover this cost. It would add major savings on both ends and create one bill instead of three. The citizens can then transition over to e-bills.

Councilmember Martin mentioned the mailings might be the other companies' sole contact with their customers. Perhaps the City could offer to include a message piece from the companies to keep that connection. The duplication of information would be alleviated and the companies would still be able to reach out to the customers through the City. Finance Director Alan Rae added the City would be able to pay each company a monthly fee for service. The City would understand how much it is servicing based on billing information. There are always ways to double check the right amount is being paid to the company. In essence, the City is buying services and reselling them. City Planner Michael Maloy stressed the advantages of having a consolidated utility payment. Councilmember Henderson voiced his main concern of the agencies wanting to maintain control. Overall, the Council agreed pursuing the option to consolidate billing.

Finance Director Alan Rae continued with the debate on increasing the street light and park fees. In comparison to most of the surrounding cities, Herriman has been years behind putting proper revenues in order. Mayor David Watts affirmed that he is willing to consider raising the park fee. Councilmember Martin clarified that the question of whether or not residents wanted more parks and would be willing to pay for it had never been clearly asked to them. She mentioned that properly asking would be to see if they wanted more parks at a specific additional expense, rather than bringing up density and other issues. Councilmember Martin suggested the City post a quick survey and specifically address the open space question and the accompanying cost.

Councilmember Smith questioned if the cost was calculated for several years back of home property values, how the rates have increased and how the City has appropriately responded. He relayed his curiosity if the City would have

implemented that idea three or so years ago, how that would equate today. Several years ago, the rates were considerably higher. Finance Director Alan Rae affirmed that the City's partners are taking tax increases. City Manager Brett Wood emphasized that the City has been dependent on one time fees.

Councilmember Ohrn questioned why Salt Lake County receives more than Salt Lake City. City Manager Brett Wood answered that this is where the dollars are spent. Councilmember Henderson noted that many people have a perceived misconception of their property taxes going directly to the City. Finance Director Alan Rae clarified the City only receives three-percent of the property taxes annually. Councilmember Henderson added the remainder goes to entities such as the School District, Salt Lake County, Unified Police Department, Unified Fire Authority, etc. The City has not raised property taxes; however, other entities have chosen that path. In order to offset property taxes, commercial development must claim territory. Councilmember Martin added that local government is the best return on investment. Councilmember Henderson shared his agreement with Finance Director Alan Rae that in order for the property tax to make a difference, it would need to substantially increase. Other options would be easier to pursue. Councilmember Smith believed that conducting date research would help make compelling arguments.

Councilmember Martin mentioned that Herriman is not the only city dealing with such issues. Sandy City conducted a comprehensive financial report from the previous five years. With proper planning, the unsustainability could be pushed out and the City would increase revenue. Financial Director Alan Rae reaffirmed the benefits of a City study to help quantify the commercial sustainability in traditional retail. Councilmember Martin mentioned the creative element of raising other revenues. With traditional sales revenue, the City is capped; however, a creative niche brings opportunities for additional revenue. Councilmember Ohrn thanked Finance Director Alan Rae for his proactive creativity. Councilmember Martin expressed her gratitude and noted the City will have to tighten belts to stay efficient.

City Engineer Blake Thomas mentioned the storm drain audit that had been conducted last year. He reviewed the results indicating the City would need to make several changes to meet the proper standards. The program would inevitably be paid for through the General Fund. He explained that almost every other city has a storm drain fee to help offset the cost mandated by the state. A storm water program is set up to hit a certain goal and managed by the State Environmental Protection Agency. Several maintenance and emergency response factors are necessary to maintain the storm drain quality. He reviewed the deficiencies notated in the audit relating to the inspection requirements and explained the emergency response aspect had been lacking. The inspections have proven to be difficult since the City does not have enough manpower to inspect as frequently as outlined in the standards. The State also requires frequent public outreach to schools and other facilities with specified documentation.

The Council asked how other communities offset the cost, and if the storm water fee would be proportionate to the actual impact. City Engineer Blake Thomas mentioned that the audit failures could amount to a fee of potentially millions of dollars and mentioned one entity who actually received the citation. Other cities had been threatened with a fine if affairs were not handled within a certain time frame. City Manager Brett Wood stressed the concern this issue poses for the City as it poses a risk to the General Fund.

Mayor David Watts affirmed that the storm water fee is proportional to the user. The (ERU) area is calculated by the impervious area per square foot. The impervious surface, such as pavement and buildings, does not allow storm water to enter the ground requiring the runoff to be properly collected and disposed. There are several areas in the county

that don't actually have a fee. Typical fees range from \$3-\$9. Draper has a fee of \$9 per ERU. Councilmember Martin expressed her confusion of why certain cities have not implemented a fee. City Engineer Blake Thomas explained the annual budget would allow the fee revenue to be used to fund storm water program activities. For this, and other reasons, the fee would be recommended. Assistant City Manager Gordon Haight believed the letter would hit the public soon. He mentioned that City Engineer Blake Thomas would be putting aside \$125K for a fee study to determine the amount of a justified fee. The changes outlined in the audit would cost roughly \$1.2 million to meet outlined requirements. He outlined the potential outcome of the audit. In order to implement a storm water fee, a study would have to be conducted which would take approximately six to eight months to execute. At the end of the study, the City could adopt a fee for the residents.

City Engineer Blake Thomas mentioned several other fees, such as a road maintenance fee to provide an opportunity to help pay for road maintenance activities to supplement the general fund and impact fee projects. He also mentioned a potential street light fee in the event the infrastructure would need to be replaced. Councilmember Smith added that this fee is fairly common with other cities. Finance Director Alan Rae confirmed. The City, is essentially paying for an unfunded mandate. Councilmember Smith led the discussion back to the storm water fees and mentioned that the City should meet the required standards rather than pay the fine, as either way the City would have to bear the cost which could ultimately eliminate the ability to do capital projects.

2.4. Discussion regarding McCuiston Avenue – Blake Thomas, City Engineer

City Engineer Blake Thomas indicated that in a work session held on February 22, 2018, the City Council expressed interest in providing improvements along a portion of McCuiston Ave. contingent upon roadway dedication from each parcel owners. Additionally, it was recommended that the City work with the parcel owners to discuss the project and the necessity of dedicating the roadway. Staff wanted to ensure firm direction regarding project priority, conditions and requirements on affected parcels owners, and any other relevant items prior to meeting with residents.

Councilmembers Henderson, Martin, Smith and Mayor David Watts all agreed that either donations are needed, or the project should be killed. City Engineer Blake Thomas talked about the landscaping timeframe. City Manager Brett Wood disagreed that the City should care for the park strips. Councilmember Martin asked if the City could give the project time and indicated the City would not pay for anyone to landscape the park strips. Assistant City Manager Gordon Haight mentioned that improving the street is tricky since the City has not been prepared to help each resident. Councilmember Henderson agreed that the City should not provide an essentially blank check for this type of project.

Councilmember Ohrn voiced her opinions on the topic. Part of the issues the City faces are inherited problems. They existed long before Herriman incorporated. Part of the reasoning people came here was for the open space. Limiting this space has not been considered as an improvement to all the residents. City improvements are not necessarily to become a bustling City, but to keep part of the area rural. There is a huge lifestyle impact either way. In order to curb the issue, the City could offer to have improvements put in place from donations. Citizens may see the improvements differently and view it as part of their lives being taken away.

Councilmember Martin mentioned that technically the destiny lies in the residents' hands because if they don't donate, the improvements don't occur. Mayor David Watts claimed the changes in the area had been conducted by previous

land owners who annexed and developed into the City. The area had not been changed because the City requested the changes. Councilmember Henderson also clarified that both sides have to compromise. This issue requires attention as there could be huge traffic concerns on a road that was not originally constructed to handle the impact. Fixing the road would necessitate new construction. Several roads are in need to be reconstructed due to complaint levels. Councilmember Martin added that this project already had been funded. Councilmember Smith mentioned that many moved to Herriman when it was less developed. However, he stated his belief that this sprouted from the people, not the City. The City has been responsive to resident requests. He expressed his discomfort adding additional budget dollars towards this specific project and relayed his desire to resolve the issue in a fiscally responsible manner. Mayor David Watts agreed that it would set a terrible precedent to hand over additional money for improvements.

City Manager Brett Wood mentioned that if an area qualifies for everything under the county, an annexation is required. The City cannot stop the incorporation. The county also did not want to deal with the area since funds weren't available to pave the road. Councilmember Henderson said that if people are willing to donate and put some skin in the game, he felt fine with continuing with the project. He hesitated allocating additional funds into the project for landscaping. Councilmember Martin mentioned that this expense isn't typical. Councilmember Henderson posed his opinion that if the City is going to help, he would rather do it all uniform rather than hand each area a check to complete each project in a different style. Councilmember Martin mentioned that the park strip, though it is City property, feels as if it is an extension of their property. Each resident feels like they own it, which rules out the option of a common approach. Councilmember Ohrn voiced her opinion that she does not disagree. She asked about existing improvements, such as the fencing, and whether or not it should be set back for the issue at hand. City Manager Brett Wood explained that if the improvements are on the right-of-way, they would be set back at the expense of the City. Assistant City Manager Gordon Haight confirmed. Councilmember Ohrn relayed concern with sending different messages to the residents, rather than being fair and equitable. If a new homer had to make improvements and later sees the City give similar improvements to other residents, the City would have failed to achieve 100-percent equitability. Anomalies will occur, according to Councilmember Martin. Councilmember Ohrn added that the City needed to work with landowners to see if they would be willing to donate for the improvements.

Assistant City Manager Gordon Haight added this information needs to be very important and clear. The City also would attend to any driveways and fences that would be in the way of the new road. Staff would meet with residents and assured that all steps to mitigate encroachment would be taken. Councilmember Martin mentioned that the only real cost is the same as every other resident: the cost of the landscaping. Assistant City Manager Gordon Haight confirmed. Part of the project would include stub sleeves under the sidewalk and tying into the water system which is typical in residential areas. The City would have separate conversations discussing each specific scenario.

Councilmember Ohrn questioned what the residents could have in the park strip. Assistant City Manager Haight reviewed requirements and mentioned the tree elements would have to be incorporated. He observed the properties that would need to be acquired and areas that would benefit from the project. Mayor Watts recommended a conversation with the property owners to determine how to proceed. Councilmember Henderson mentioned that he would support the project if everyone would be willing to donate the right-of-way. City Engineer Blake Thomas stated that some excess properties would have to be vacated.

On April 3, 2018, a neighborhood meeting had been scheduled. Assistant City Manager Haight hoped that Councilmember Ohrn would be in attendance. After this meeting, he hoped there would be clear direction of the project. Councilmember Ohrn said that for a resident, it is better to have a visual of the full impact.

2.5. Last Holdout LLC proposed development for approximately 900 acres located at or near 6901 West 11800 South – Gordon Haight, Assistant City Manager

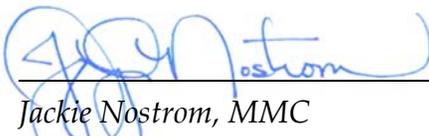
City Planner Michael Maloy said that the staff has been monitoring the Olympia Development. Developer Doug Young asked for a petition to rezone to a planned community zone. Aside from this, he asked for permission to go through a community structure plan. This would consist of a two-step approval process that he is hoping to have completed in tandem. However, he has not yet submitted the second proposal. He has prepared for the whole area, though. City Planner Michael Maloy explained the location specifics to the Council. He will be coming to the joint meeting on March 29, 2018 to present the proposal. The Development would look at the trail system and the street network. The initial concern was that it tends to collect a lot of traffic on the main center; therefore, the impact on the City would be significant. City staff met with the County planner assigned to the project to be informed.

Assistant City Manager Gordon Haight indicated the project presented would have approximately 8,500 units. He believed this project to have an excessive number of units and stressed the point that the project planners are talking to a legislative body that is sensitive to the county housing needs and thoroughly understand the cost of housing. With all of the infrastructure issues, the City would need to monitor this project closely and report updates to the Council.

3. Adjournment

Councilmember Henderson moved to adjourn the City Council meeting at 8:22 p.m. Councilmember Smith seconded the motion and all voted aye.

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 21, 2018. This document constitutes the official minutes for the Herriman City Council Meeting.



Jackie Nostrom, MMC
City Recorder



CITY COUNCIL MINUTES

Wednesday, May 9, 2018
Awaiting Formal Approval

The following are the minutes of the City Council Meeting of the Herriman City Council. The meeting was held on **Wednesday, May 9, 2018 at 5:00 p.m.** in the Herriman City Hall 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 Pro Tempore Jared Henderson

Council Members Present: Sherrie Ohrn, and Clint Smith

Council Members Present Electronically: Mayor David Watts and Nicole Martin

Staff Present: Finance Director Alan Rae, Water Director Justun Edwards, Parks and Recreation Director Wendy Thomas, Operations Director Monte Johnson, Director of Municipal Water Justun Edwards, City Engineer Blake Thomas, Deputy Chief of Police Services Troy Carr, City Planner Michael Maloy, Assistant City Planner Bryn McCarty, Unified Fire Chief Riley Pilgrim, Chief Building Official Cathryn Nelson, Communications Specialist Destiny Skinner, Communications Specialist Mitch Davis, City Recorder Jackie Nostrom, and Recreation and Events Manager Kevin Schmidt.

Staff Present Electronically: City Manager Brett Wood, Assistant City Manager Gordon Haight and Director of Administration and Communications Tami Moody.

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

1. Mayor and Council Social

1.1. *The Mayor and Council will meet for informal discussion and dinner. No action will be taken on any items.*

2. Council Business – 5:15 PM

Mayor Pro Tempore Jared Henderson called the meeting to order at 5:15 p.m.

2.1. Review of this Evening's Agenda

The Council and staff briefly reviewed the agenda.

2.2. Future Agenda Items

There were no future agenda items that needed to be discussed.

3. Administrative Reports

3.1. Discussion pertaining to the 2018-2019 Herriman City Tentative Budget – Alan Rae, Finance Director

Finance Director Alan Rae offered a brief synopsis of the budget. He noted they would vote on the approval of the budget in the General Meeting. He explained they would release the budget to the public for the June 6, 2018 public hearing. The final budget would then be adopted on June 20th. He asked the Council for questions on the tentative budget.

Councilmember Ohrn commented that the Arts Council should be self-sustaining. She was not in favor of subsidizing the Arts Council. She recommended they function off the money earned by their productions. Arts Council Chair James Crane explained the Arts Council was created because the City decided the arts were valuable. He said their budget was never based on the revenue. He noted their goal was to create a sense of community and give residents the opportunity to participate in the arts. Councilmember Ohrn said she agreed that arts provided value. She asked Chair Crane how many people attended their events. Chair Crane said there were over 4,000 participants, which was a limited number due to capacities. Councilmember Ohrn explained it was her job to determine the value of the Arts Council based on how it affected the community. Chair Crane explained this was difficult because much of the Arts Council's impact was intangible.

Arts Council Vice Chair Deb Taylor said it was impossible to track the amount of residents that attended events. She explained some of the events were free and many residents attended. Councilmember Ohrn explained she was not trying to remove the Arts Council. She was interested in keeping the costs relative to the City's benefits and stated that some residents felt the Arts Council was crossing over into entertainment. She explained they could not sacrifice essential services for the arts, and that the budget increases were concerning.

Recreation and Events Manager Kevin Schmidt explained there were portions of the budget over which they had no control. It was discussed that many of the programs that were budget increases were separate entities from the Arts Council. Councilmember Henderson explained the Arts Council's revenue to expenditures were fairly even in years past. Chair Crane explained they also had little control over some of the events in which they participated.

Parks and Recreation Director Wendy Thomas explained they were working on making systemic changes. Councilmember Henderson noted this would help keep costs down. He said his main concern was they would have to explain to the residents that there was a significant budget increase. He suggested they separate the Arts Council from this portion of the budget. Director Rae noted there were only two line items that were not associated with the Arts Council.

Councilmember Smith explained that the Arts Council now did its printing in-house. He asked if this was a method of increasing the budget, and the answer he was given was no. Manager Schmidt noted the majority of the funds were spent on licensing fees. Councilmember Smith asked where the money was being spent. Chair Crane explained that many of the funds were spent on the sound system. He suggested they discuss investing in a sound

system for the City's pavilion, and said other cities had their own sound systems. He discussed the shows that would be performed and why they were important. He stated that he did not feel they had asked for too much and that their mission was education.

Mayor Watts asked the Council to discuss ticket sales and revenue. Manager Schmidt explained that they did not have great past records. Director Rae said they did not know the ticket numbers but they did know the revenue numbers. Chair Crane said they now had a program that allowed them to better account for their ticket sales and numbers. Mayor Watts suggested they make a decision next year on how to improve accounting practices.

Councilmember Ohrn noted the performances were not limited to Herriman residents. Chair Crane explained the majority of the performers were from Herriman. They tried to provide the highest performance quality. Councilmember Henderson said the most important item to the Council was the accounting, and the Arts Council budget had some accounting discrepancies. Chair Crane said they had fallen short in these areas, and he explained that they were a group of volunteers who were doing their best. Councilmember Henderson said they needed to improve their accounting for the next year's budget.

Chair Crane thanked the Council for their support and understood their concerns. Councilmember Ohrn explained their goal was to be good stewards of the City's money. Councilmember Smith agreed with Councilmember Ohrn. He noted other cities had issues balancing essential services with the arts. Councilmember Henderson summarized the conversation by saying they were mostly concerned with accountability for the City's funds.

3.2. Discussion relating to the Hillside Study – Wendy Thomas, Director of Parks, Recreation and Events.

Director of Parks Wendy Thomas acknowledged the representatives from PEC and Zions Bank. Greg Kloberdanz, Debra Shepherd, and Jeff Dupee introduced themselves, and Director Thomas introduced Ben Becker from Zions Bank.

Ms. Shepherd explained that they collected data of the City's trails and organized it into a single data set. They coordinated with local governments and contributing committees. She said they completed a public open house, public survey, site analysis and space allocation map, planning, cost analysis, recommendations, and conceptual design.

Mr. Dupee explained they received a lot of response from the survey. Councilmember Henderson asked what percentage of people responded to the survey. Mr. Dupee responded the response was voluntary and 763 people responded. He explained the majority of the people surveyed used the trails, and expressed interest in hiking and mountain biking trails. He noted they should plan to create new trails in the future because these were the most important items for survey participants. He discussed the survey questions pertaining to accessibility of the trails, park amenities, desired amenities and the locations of the trails. He said they received many comments about trash and suggested the Council consider a solution. He discussed the survey responses pertaining to maintenance, types of trails, and safety. He said there were suggestions for other amenities and encouraged the Council to consider how they could fit into the community. Ms. Shepherd noted there was interest in ATV and motorcycle areas. She explained there was a section of the Open Space Master Plan that included every comment made in this survey.

Ms. Shepherd noted they used this information to review the City's parks and trails. She said there were three sites where a trailhead access could be built. She reviewed the different sites and their opportunities, and explained many of the sites had access limitations. They wanted to limit the impact of trailheads on the surrounding communities. There was subsequent discussion on the potential access points. She suggested they focus on the Bonneville Shoreline Trail because of the available funding and its relationship to the other existing trails. She noted her suggested trail priorities, as well as their challenges and costs.

Mr. Becker explained they analyzed the survey and the surrounding community trends and demands. He said they used this information to find funding options for the initial costs. He said the highest demand in their survey was for access to trails. He then reviewed the financial benefits to trail events. He stated that the pump track courses were becoming popular in Utah; however, there was limited potential for revenue from pump tracks and their associated costs. He discussed the other site options requested in the survey. These included gun/archery ranges and campgrounds. Mr. Becker commented there were trash and noise issues with campgrounds. He discussed the costs of the different options. It was noted restrooms would account for a significant part of a trailhead access and estimated the cost to be approximately \$40,000. Mr. Becker stated the standard trailhead cost would be around \$300,000 and explained revenues were possible from providing races and other events. He said these would cover costs but not create significant income. He subsequently reviewed the funding options through park fees, sales tax revenue bonds, and a recreation district.

3.5. Discussion pertaining to Alcohol Regulations – Michael Maloy, City Planner

City Planner Michael Maloy stated the City received a request from the owners of About Time, due to a recent change in State law. He explained they were licensed under the State dining club regulations. The license was being changed to either a restaurant or a bar establishment license; however, Herriman City did not allow a bar establishment within its land use ordinance. He explained their current ordinance did not function well with the new State law. He said the Planning Commission was working on changing the land use code to allow bars as a conditional use in the C-2 zone. The alcohol consumption had an impact on economic development, and he asked how the Council wanted to proceed with alcohol regulations.

Councilmember Henderson said they needed to update their code for consistency. Lincoln Shurts, representative of Salt Lake's Restaurant Association, explained local municipalities had to act quickly because of local consent. He said the change in license meant the restaurants would have to be reinstated by July 1st. Councilmember Smith said they needed to put this issue on their consent agenda. There was consensus among the Council.

3.6. Discussion regarding House Bill 362 (2015) authorized 0.25% Local Option Sales Tax Dedicated to Transportation outlined in Senate Bill 136 (2018) Budget – Alan Rae, Finance Director

Finance Director Alan Rae referenced the ordinance approved by Salt Lake County imposing the local option sales tax contingent upon 67-percent of the cities adopting resolution supporting the imposition. He reviewed the timeline of adoption and how the funding would be distributed to the cities, county and Transit District. It was noted Salt Lake City already passed a resolution expressing support of the ordinance. Councilmember Henderson clarified the resolution was not a requirement for the City. Councilmember Ohrn agreed. Mayor Watts relayed his

hesitation with supporting a tax increase where 60-percent of the funds collected could not be utilized in Herriman City because the lack of transit. Councilmember Smith emphasized the requirement that the county would receive 100-percent of the tax for the first year. Councilmember Martin suggested having a conversation about the need for a transit line as the east and west corridors do not meet current demand. She relayed her discomfort about supporting a tax without proper assurances that transit in Herriman City would be a priority. Finance Director Rae concluded the discussion that the Council would not be willing to support a resolution at this time.

4. Adjournment

Councilmember Smith moved to adjourn the Work Meeting and move into the General Meeting at 6:55 pm. Councilmember Obrn seconded the motion and all voted aye.

7:00 PM - GENERAL MEETING:

1. Call to Order

Mayor Pro Tempore Henderson called the meeting to order at 7:07 p.m. and welcomed those in attendance.

1.1. Invocation/Thought/Reading and Pledge of Allegiance

Ms. Michelle Baguley led the audience in the Pledge of Allegiance.

1.2. Council Disclosure for Conflict of Interest

No noted conflicts of interest.

1.3. Mayor/Council Comments and Recognitions

Councilmember Smith noted he attended the ceremony where Butterfield Scholarships were presented last Monday. He commended the young adults for their academic achievements.

2. Public Comment

Ron Mortensen said he wanted to comment on agenda item 6.2. He asked the Council to consider the original contract agreement of the Community Center. He said this was an important vote and asked the Council to review the budget so the residents knew where funding was prioritized in place of the Community Center.

Michelle Baguley noted the Council should consider the intent of the Community Center contract. She explained the intent of the contract determined the Community Center would only be used for the Community. She suggested the entire Council be present for this vote. She also suggested more time be granted to find another solution.

Catherine Voutaz noted her son passed away due to suicide. She said there had been a great deal of discussion and involvement about suicide prevention, and she asked everyone to attend an event on the 17th. She said she had been working with community leaders to discuss this problem.

Stephanie Johnson explained she had worked on the City's historical committee. She said she agreed with Mr. Mortenson and Ms. Baguley, and she expressed that this issue was very important to her. She said she was not in favor of selling the property.

Leah Church said she was in support of Ms. Baguley. She asked the Council to honor the original contract. She said if they did not honor the contract the integrity of the City's officials would be called into question. She asked the Council to consider whether the residents wanted the building, and to find funds for the Community Center.

Teddy Hodges commented the City was taking mental health issues very seriously. He invited everyone to the suicide prevention event on the 17th. He stated that he invited people into his home for a community-planning meeting, and thought the Community Center space could be used for a health program. He said this type of program was necessary.

Brian Johansen noted that he belonged to the Herriman Promise Foundation. The group met at the fire station and they occasionally were locked out. Mr. Johansen said he also belonged to the League of Utah Writers, and this group met at the library. He said both of these groups needed better meeting places.

3. Mayor and Council board and Committee Reports

Councilmember Henderson noted they were having discussions concerning their relationship with Unified Police. Councilmember Smith thanked Councilmember Henderson for his work on the issue. He also informed the Audience that Mayor Watts and Councilmember Nicole Martin were participating in the meeting electronically and would vote on measures presented during the meeting.

Councilmember Henderson explained the Councilmembers were assigned to participate on various boards, in addition to their participation on the Council.

Councilmember Ohrn said she served with the Youth Council. She noted a group named Quit Trippin' would be giving a presentation on suicide prevention.

4. Reports, Presentations and Appointments

4.1. Salt Lake County Animal Services Report – Carrie Sibert, Salt Lake County Community Liaison Coordinator

Water Director Justun Edwards introduced Salt Lake County Animal Services representative Michelle Blue. Ms. Blue introduced herself as the Associate Division Director for Salt Lake County Animal Services. She introduced Lieutenant Carrie Hecht and Officer Melanie Bennett.

Director Blue described the success they had with animal adoption and community service. She explained they had a large, diverse staff that was capable of handling various animal issues. She said they had written a new ordinance that allowed them to implement an advisory committee, and they were interested in receiving more input from the City on the matter. She discussed the statistics concerning the City's animals and Animal Control calls.

4.2. Recognition of Officer Melanie Bennett for winning the 2017 Officer of the Year Award – Carrie Sibert, Salt Lake County Community Liaison Coordinator

Associate Division Director for Salt Lake County Animal Services Michelle Blue noted Officer Bennett was awarded Animal Officer of the Year from the Utah Animal Control Association. Ms. Bennett was nominated due to her actions preventing a fire from destroying property in Magna. She also saved a dog on a leash that was

tangled around a trampoline. Ms. Bennett noted Officer Lauritzen was also a part of the rescue. Councilmember Smith congratulated Ms. Bennett and thanked Animal Services.

5. Consent Agenda

- 5.1. **Approval of the March 28, 2018 City Council Meeting Minutes**
- 5.2. **Approval of a Text Change to the Land Development Code pertaining to Planning Commission and Appeals Authority Appointments – Michael Maloy, City Planner**
- 5.3. **Approval of an Ordinance making Technical Amendments to the Manager’s and Mayor’s Duties – John Brems, City Attorney**
- 5.4. **Approval of a Resolution Amending Council Rules of Procedure – John Brems, City Attorney**

Councilmember Smith moved to approve the Consent Agenda as written. Councilmember Ohrn seconded the motion.

The vote was recorded as follows:

<i>Councilmember Jared Henderson</i>	<i>Aye</i>
<i>Councilmember Nicole Martin</i>	<i>Aye</i>
<i>Councilmember Sherrie Ohrn</i>	<i>Aye</i>
<i>Councilmember Clint Smith</i>	<i>Aye</i>
<i>Mayor David Watts</i>	<i>Aye</i>

The motion passed unanimously.

6. Discussion and Action Items

- 6.1. **Discussion and Consideration of a Resolution to adopt the Tentative Fiscal Year 2018-2019 Herriman City Budget and the amended Fiscal Year 2017-2018 Herriman City Budget, and request to schedule a Public Hearing on June 6, 2018 for formal adoption on June 20, 2018 – Alan Rae, Finance Director**

Finance Director Alan Rae stated they were seeking to adopt the tentative budget for the June 6th public hearing. He noted they were required by law to approve the budget by no later than June 20th. Councilmember Smith asked Mr. Rae to discuss a few of the budget details for the residents present at the meeting. Director Rae noted the budget included the reasons for the budget decisions and the current economic situation. There was a summary for each fund detailing how those funds were used. He stated that there was almost \$21 million in the general fund. There was a planned balance decline of \$800,000 for an approved right-of-way on Main Street. He stated there was an 8-percent increase in expenditures, and 42-percent of the City’s budget came from building permits.

Councilmember Smith asked Director Rae to discuss the sales tax. Director Rae explained they projected an increase of 10-percent of sales tax revenues, and sales tax accounted for about 25-percent of the revenues. He noted property taxes accounted for a very small portion of the budget. Councilmember Smith said the budget presented how taxes were allocated, and explained that the budget document allowed the City to be transparent. Councilmember Smith thanked the staff for their work on the budget.

Councilmember Smith asked Director Rae to discuss the budget increases. Director Rae stated health insurance was a big increase in the past; however, this year’s health insurance increase was not as dramatic. He discussed

dental insurance, retirement benefits, and employee benefits. He said health insurance and employee benefits were the only budget increases this year. Councilmember Smith noted the economy was stronger because it was providing growth and sales tax. Director Rae noted unemployment was very low in Utah. Councilmember Smith explained there were eight new full-time employees factored in to the budget.

Councilmember Ohrn asked if there was an increase in revenues. Director Rae explained that the City was required by the State to have a balanced budget. He said they were using the fund balance to compensate for the budget increases. He discussed the City’s various funds and how they would be utilized. Councilmember Smith noted the need to encourage more retail growth. He said the majority of the City’s funds came from one-time permit fees. He explained the main source of income in the future would be sales tax from retail.

Councilmember Smith asked Director Rae to explain the fund balance. Director Rae explained the City was required to have at least 5-percent of their revenue in fund; they were not able to exceed 25-percent of the revenue. He said the City currently had 17.7-percent in the fund balance. The State did not allow cities to accumulate money. Councilmember Smith stated the 17.7-percent surplus was a good fiscal position.

Councilmember Smith asked Director Rae to discuss if the budget could support the maintenance of the old City Hall. Director Rae explained the budget included maintenance for the next year. He noted there was nothing in the budget for the sale of the old City Hall. There was discussion about being responsible stewards of the City’s money. Councilmember Ohrn encouraged residents to participate in the budget discussion on June 6th. Councilmember Smith encouraged residents to review the budget document.

Councilmember Smith moved to approve Resolution R26-2018 to adopt the Tentative Fiscal Year 2018-2019 Herriman City Budget and the amended Fiscal Year 2017-2018 Herriman City Budget, and request to schedule a Public Hearing on June 6, 2018, for formal adoption on June 20, 2018. Councilmember Martin seconded the motion.

The vote was recorded as follows:

<i>Councilmember Jared Henderson</i>	<i>Aye</i>
<i>Councilmember Nicole Martin</i>	<i>Aye</i>
<i>Councilmember Sherrie Ohrn</i>	<i>Aye</i>
<i>Councilmember Clint Smith</i>	<i>Aye</i>
<i>Mayor David Watts</i>	<i>Aye</i>

The motion passed unanimously.

6.2. (Continued from April 18, 2018 Meeting) Discussion and Consideration of an Ordinance declaring Herriman Community Center located at 13011 South Pioneer Street, as surplus; Establish a Minimum Bid; and Establish a Method to Determine the Highest and Best Economic Return to the City – Alan Rae, Finance Director

Operations Director Monte Johnson explained this was a continued item from the last meeting on April 18th. He noted there had been multiple discussions on the topic. Councilmember Henderson stated that the operations and maintenance numbers were accurate. Councilmember Ohrn explained the numbers accounted for the building working at full capacity, and adjustments could be made to bring the costs down. Director Johnson explained they

would lose the municipal use of the building if private entities occupied the building. Furthermore, they would lose their tax-exempt status and would have to pay property taxes.

Councilmember Smith asked if it was possible to rent space to offset building costs. Director Johnson stated there were two companies that rented office spaces potentially interested in the building. Councilmember Smith said they needed to decide if it was worth renting the space to offset the costs to keep the building. He was also concerned with the additional annual funds they would have to allocate for the renting of the building.

Councilmember Smith concurred with the comments made by the residents about the Community Center. He explained the City had a fiscal responsibility that he was obliged to maintain. He said their decision needed to be less about emotion and more about being responsible with the City’s money. Councilmember Henderson agreed with the comments made about the historical importance of the building. He said he also agreed with Councilmember Smith that their decision needed to be fiscally responsible. He said the City had given the residents time to create solutions to keep the building; however, every solution presented carried more cost.

Councilmember Henderson commented they could not keep the building exclusively based on intent. He noted there was no precedent that obligated them to intent. He said the original Councilmembers also did not provide a way to fund the building. It was not logical to fund an increasingly expensive building.

Councilmember Ohrn said she would speak about the original agreement. She said the agreement acknowledged the building could become obsolete. The language requested they erect a monument or plaque in its honor. She did not believe the document’s intent was for the building never to be sold. Councilmember Ohrn commented she had listened to citizens’ convictions about the building. Councilmember Henderson noted they had given the community additional time to find solutions.

Councilmember Ohrn noted the new building could accommodate small and large groups. She encouraged residents to use the new building. Councilmember Smith asked the Council to explore the options of the other historical buildings in the City. He said they could use the money from the sale of the building to fund preserving these historical buildings. Councilmember Ohrn and Councilmember Henderson agreed. Councilmember Henderson added that the sale of the building could take time, thereby giving the community more time.

Councilmember Ohrn moved to approve ordinance 2018-19 declaring Herriman Community Center located at 13011 South Pioneer Street as surplus; establish a Minimum Bid to be set at the appraised value; and establish a Method to Determine the Highest and Best Economic Return to the City. Mayor Watts seconded the motion.

The vote was recorded as follows:

- Councilmember Jared Henderson Aye*
- Councilmember Nicole Martin Aye*
- Councilmember Sherrie Ohrn Aye*
- Councilmember Clint Smith Aye*
- Mayor David Watts Aye*

The motion passed unanimously.

7. Calendar

7.1. Meetings

- 7.1.1. May 16 – Special City Council Work Meeting 5:00 p.m.; Special City Council Meeting 7:00 p.m.
- 7.1.2. May 17 – Planning Commission Meeting 7:00 p.m.
- 7.1.3. ~~May 23 – City Council Work Meeting 5:00 p.m.; City Council Meeting 7:00 p.m.~~
Cancelled
- 7.1.4. June 6 – Special City Council Work Meeting 5:00 p.m.; Special City Council Meeting 7:00 p.m.

7.2. Events

- 7.2.1. May 17 – Herriman Community Suicide Prevention Meeting; Herriman city Hall 6:00 p.m.
- 7.2.2. May 19 – Pedal Palooza – Butterfield Park 9:00 a.m.
- 7.2.3. May 28 – Memorial Day Breakfast; Main Street Park 7:00 a.m.
- 7.2.4. May 28 – Memorial Day Ceremony; Herriman City Cemetery 9:00 a.m.
- 7.2.5. June 1 & 2 – Fort Herriman Days PRCA Rodeo; Butterfield Park 7:30 p.m.

8. Closed Session

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

There was no closed session.

9. Adjournment

Councilmember Smith moved to adjourn the City Council meeting and reconvene back into Work Session at 8:50 p.m. Councilmember Ohrn seconded the motion and all voted aye.

10. Recommence to Work Meeting (If Needed)

3.3 Review of the Blackridge Survey Results – Wendy Thomas, Director of Parks, Recreation and Events & Justun Edwards, Water Director

Director of Parks Wendy Thomas introduced Y2 Analytics Director of Research Kyrene Gibb to present the survey results for Blackridge Reservoir. Director Gibb reviewed the results and noted the respondents proximity to the reservoir made a difference in how questions were answered. The majority of residents regularly participated in various outdoor activities, including Blackridge. The majority of respondents indicated they had heard something about Blackridge, most of which included parking, crowds, algae or other water issues. Most of the respondents correctly identified the location of the reservoir on a blank map of the City, and had a general positive view about the amenity. The study concluded the residents who live close to, but not in the immediate vicinity of the reservoir have the most positive views of the amenity. Approximately one-third of residents visit Blackridge once a month or more and residents living in the region immediately surrounding the reservoir were twice as likely to visit the reservoir multiple times a week.

The most popular activities at Blackridge are sunbathing or lounging on the beach and swimming as nearly a third of residents also reported using the trails, playground or picnicking. 45-percent of residents expressed high levels of concern over algae in the reservoir, with 84-percent of residents saying they are at least somewhat concerned by algae in the water. More than three fourths of the respondents knew the reservoir has had closures relating to algae concerns. The majority of residents agreed with the statement that Blackridge is a valuable community resource and should be used both for water and recreation. Respondents feel like residents should be allowed to visit for free; however, non-residents should be required to pay a fee. The majority disagreed with the idea of the reservoir having a usage fee for everyone and half of the respondents disagreed with the reservoir only being used as a water source. Residents affected by the permit program overwhelmingly agreed that the program had assisted with parking issues.

Director Thomas informed the Council the parking permit program had commenced and utilization rates had significantly decreased. She noted the program does not bear much cost to the City, and suggested the continuation of the service for the residents immediately affected by the amenity. Director Thomas reviewed the projected expenditures for security. UPD Police Chief Troy Carr indicated the law enforcement staffing would be utilized from the standard daily staffing to mitigate concerns.

Water Director Justun Edwards presented the different options for chemical treatments to benefit the reservoir. He indicated his opinion the first option would benefit the system, and the remaining options would significantly increase the results of the treatment. Council consensus determined to utilize the first option of treatment presented.

Director Thomas asked the Council if they would like to keep the reservoir status quo in regards to swimming. Councilmember Smith indicated the reservoir is a great recreational amenity and suggested to open and operate the facility as normal. Swimming would have to shut down when deemed necessary. Councilmember Henderson relayed his position to prohibit swimming as it has proven to be the number one draw. Councilmember Smith suggested problems would still exist. Councilmember Henderson agreed there would be a transitioning period. Councilmember Martin relayed her opposition to removing the swimming element of the amenity. Mayor Watts concurred with Councilmember Martin.

3.4 Presentation of Water Impact Fee Adjustments – Justun Edwards, Water Director

Water Director Justun Edwards presented an overview of Kevin Coles property adjacent to Butterfield Parkway and offered a brief background of the situation. The owner of the property has been receiving water based on a temporary water right approval. He explained the impact fee would be based on the size of the lot. This specific parcel would require the connection fee to be set at \$10,545. The owner has asked for an adjustment that would need to be approved by the Council. Director Edwards looked at the impervious areas to reduce the cost by approximately \$3,000. He asked for direction from the Council. Councilmember Smith clarified the irrigatable acreage would be just over half-acre. Councilmember Henderson asked how many other situations would have similar circumstances. Director Edwards responded there are several situations. Councilmember Henderson relayed his openness to a discounted or financing option if the rate is justifiable. Councilmember Smith recommended removing the impervious and right-of-way area from the equation. The Council agreed. City Manager Wood indicated staff would look to put a written policy in place to maintain consistency with these type of

scenarios. Mayor Watts relayed his concern about precedent. Director Edwards confirmed a policy would be brought back to the Council for consideration.

3.7 Discussion based on questions that arose from the Unified Police Department Quarterly Report – Alan Rae, Finance Director

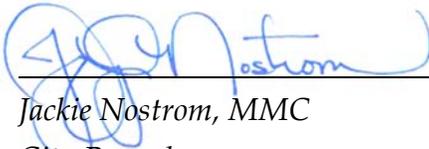
Director Rae presented findings from the Unified Police Department report and indicated there had been several inconsistencies of presented numbers offered from the Department. There was subsequent Council discussion on the matter.

3.8 City Manager Updates – Brett Wood, City Manager

City Manager Wood indicated there were no City Manager updates.

Councilmember Martin moved to adjourn at 11:26 p.m. Councilmember Ohrn seconded the motion and all voted aye.

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 May 9, 2018. This document constitutes the official minutes for the Herriman City Council Meeting.



Jackie Nostrom, MMC
City Recorder

Councilmember Sherrie Ohrn *Aye*

Councilmember Clint Smith *Aye*

Mayor David Watts *Aye*

The motion passed unanimously.

The Council reconvened to the special City Council meeting at 8:43 p.m.

1.2. City Council Consent and Direction to the City Manager to employ a Police Chief and request the preparation of an amendment to the Herriman City Code to reflect the creation of this position

Councilmember Clint Smith indicated the City has been down an internal time contentious road for a long time reviewing the law enforcement issues for the community. He acknowledged the challenges each member of the Council had endured and expressed appreciation for their engagement and commitment trying to determine the best solution for the City. Councilmember Smith relayed his confidence the City will head in a positive direction and expressed his gratitude for the individuals questioning the transition and the passion people have shown. He believed the community would be able to see and feel the benefits after some time has elapsed for everyone to move beyond the emotional ties. He expressed excitement and direction of the prospects of the organization including the selection of the individual selected to lead the department and they would have the full confidence of the Council. The Council agreed. Mayor Watts thanked the community for their feedback and noted he has taken the time to listen to those comments. People understand the need for transparency especially when there is a fiduciary responsibility to the community at large. Councilmember Jared Henderson indicated this transition would ultimately be something great for the community.

Councilmember Henderson moved to direct the City Manager to employ a Police Chief and request an amendment to the Herriman City Code to reflect the creation of the position. Councilmember Sherrie Ohrn seconded the motion, and all voted aye.

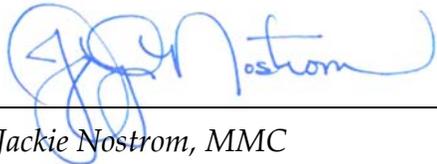
1.3. Discussion of the proposed development seeking approval from Salt Lake County to rezone and Master Plan 931 acres located at approximately 6300 West 13100 South – Brett Wood, City Manager

City Manager Brett Wood relayed concerns of the proposed development that would have significant impact to the City infrastructure. He explained the project was reviewed by the County Commission and will look to be heard by the County Council in the near future. City Manager Wood indicated he would keep the Council updated on how the project progresses and staff will be in attendance when the County Council hears the proposal. He relayed his concern of comments indicated Herriman would not be concerned with the project, and refuted the statements. City Manager Wood expressed his concern of pushing back too hard as it might be taken out of context. Councilmember Henderson requested the City make the County aware of concerns with a measured approach. Mayor Watts added he wanted to work with all involved parties to have a positive outcome. Councilmember Ohrn acknowledged the proposal falls in line with the County ordinance and they want to incorporate these kinds of developments; however, it would significantly impact Herriman infrastructure and would need some transportation funds to help offset the cost of maintenance. City Manager Wood agreed the concerns should be vetted as part of the process. Councilmember Smith indicated a measured approach would help the entities find a common ground to make it work and not have a negative impact to the community. Councilmember Ohrn asked for the comments to be heard in a public forum. City Manager Wood agreed.

2. Adjournment

Councilmember Henderson moved to adjourn the City Council meeting at 8:55 p.m. Councilmember Smith seconded the motion and all voted aye.

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 May 19, 2018. This document constitutes the official minutes for the Herriman City Council Meeting.



Jackie Nostrom, MMC
City Recorder



STAFF REPORT

DATE: 05/17/2018

TO: The Honorable Mayor and City Council

FROM: Justun Edwards Water Department Director

SUBJECT: Interlocal Agreement for Animal Services

RECOMMENDATION:

Staff recommends approval

BACKGROUND:

Herriman City contracts with Salt Lake County Animal Services to provide Animal Control Services for the City. The agreement states, the contract must be renewed/amended annually.

DISCUSSION:

As described above, this is a renewal or an amendment of the original agreement. The agreement describes among other things, the level of service and detailed a three stepped increase for cost of service. This amendment will be for year two of three.

The level of service and terms of the agreement are unchanged with the exception of a small change in the cost of service for the second year. The cost of service for the second year in the original agreement was \$254,729. The cost of service for that same year in this amendment is \$254,736, which is a minor increase of \$7.

This has been accounted for in the tentative 2019 FY budget.

FISCAL IMPACT:

\$254,736

HERRIMAN, UTAH
RESOLUTION NO. 18-

**A RESOLUTION OF THE CITY COUNCIL OF HERRIMAN
APPROVING A RENEWAL OF AN INTERLOCAL AGREEMENT WITH
SALT LAKE COUNTY FOR ANIMAL CONTROL SERVICES**

WHEREAS, the Herriman City Council (“*Council*”) met in regular meeting on June 6, 2018, to consider, among other things, approving a renewal of an Interlocal agreement with Salt Lake County for animal control services; and

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

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

WHEREAS, the County and the City are authorized to perform animal control services; and

WHEREAS, effective July 1 ,2017, the City entered into an Interlocal Cooperative Agreement for Animal Control Services (the “*Agreement*”) with the County that provides, among other things, that upon consent of the County and the City, the Agreement may be extended for additional time periods; and

WHEREAS, the County and City desire to extend the Agreement for an additional one-year period; and

WHEREAS, the Council has determined that it is in the best interests of the inhabitants of the City to renew the Agreement for an additional time period of July 1, 2018, to June 30, 2019, by approving amendment # 1 (“*Amended Agreement*”) to the Agreement, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED that the Amended Agreement be approved, and the mayor and recorder are hereby authorized and directed to execute and deliver the renewal of Agreement.

This Resolution, assigned No. 18-___, shall take effect immediately on passage and acceptance as provided herein.

PASSED AND APPROVED this 6th day of June, 2018.

HERRIMAN COUNCIL

By: _____
David Watts, Mayor

ATTEST:

Jackie Nostrom, MMC
Recorder

AMENDMENT #1
INTERLOCAL AGREEMENT FOR ANIMAL SERVICES
BETWEEN SALT LAKE COUNTY AND
THE CITY OF HERRIMAN

SALT LAKE COUNTY ("County"), a body corporate and politic of the State of Utah, for and in behalf of its Animal Services Division ("Animal Services"), and the CITY OF HERRIMAN, ("City"), a municipal corporation of the State of Utah, enter into this agreement, to be effective the 1st day of July, 2018. This agreement amends a prior interlocal agreement of the parties, described more fully below, which went into effect the 1st day of JULY 2017.

RECITALS

WHEREAS, Parties entered into an interlocal agreement effective JULY 1, 2017, to provide for animal control services within the City (County contract # CA0000000000404) (Interlocal Agreement); and

WHEREAS, Sections 16 and 20 of the Agreement provide that the term of the contract may be renewed for additional one-year terms and that the level of services may be changed; and

WHEREAS, Section 17 of the Agreement contains a provision allowing for a revised contract price; and

WHEREAS, the City is aware that price increases will be made this year and the following year to gradually reach an amount representing full cost to the County as required; and

WHEREAS, the interlocal agreement expires June 30, 2018; and

WHEREAS, the parties wish to renew the agreement for an additional one-year period;

THEREFORE, in consideration of the mutual desires of the Parties expressed herein, it is agreed as follows:

1. All terms and conditions of the original interlocal agreement of the parties, not hereby amended, shall remain in full legal force and effect.

2. This agreement shall become effective July 1, 2018, and expire on June 30, 2019.

3. Paragraph 3 of the Interlocal Agreement is amended to reflect a change in hours and assignment of animal control officers which may be adjusted from time to time to account for seasonal and other increases and decreases in call volume. The County shall continue to develop and maintain in effect policies to ensure that emergency services are provided twenty-four hours a day, every day, using either on-duty or on-call animal control officers.

4. City shall pay County \$254,736.00 as detailed in Paragraph 19 of the Interlocal Agreement.

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

(The remainder of this page left blank.)

IN WITNESS WHEREOF, the City of Herriman, by resolution duly adopted by its City Council, a certified copy of which is attached hereto, caused this Agreement to be signed by its Mayor and attested by its City Recorder; and Animal Services, caused this Agreement to be adopted by resolution and signed by its Mayor.

CITY OF HERRIMAN

By: _____
Mayor

Date Signed:

ATTEST:

City Recorder

Date Signed:

APPROVED AS TO FORM:

CITY OF HERRIMAN CITY ATTORNEY

By: _____
City Attorney

SALT LAKE COUNTY

By: _____
Mayor or Designee

Date Signed:

APPROVED AS TO FORM:

~~ANIMAL SERVICES ATTORNEY~~
District Attorney's Office

By: David W. Pena
Attorney
Deputy County Attorney

Date: 3/24/18



STAFF REPORT

DATE: April 4, 2018

TO: The Honorable Mayor and City Council

FROM: Jonathan Bowers, Assistant City Engineer

SUBJECT: Cooperative Agreement with UDOT for Signals on the Mountain View Corridor (MVC)

RECOMMENDATION:

Approve the agreement

BACKGROUND:

Herriman City has installed and plans to install a signalized intersection on the MVC at Academy Parkway and Real Vista.

DISCUSSION:

The proposed Cooperative Agreement with UDOT allows Herriman City to receive reimbursement for the cost of the materials and installation, with supporting documentation, for up to \$230,000 for the traffic signal at Academy Parkway and \$252,000 for the traffic signal at Real Vista.

ALTERNATIVES:

Not approve the agreement or alter the conditions of the agreement

FISCAL IMPACT:

Reimbursement to from UDOT to Herriman City for up to \$482,000

HERRIMAN, UTAH
RESOLUTION NO. 18-

**A RESOLUTION OF THE CITY COUNCIL OF HERRIMAN APPROVING A
COOPERATIVE AGREEMENT WITH THE UTAH DEPARTMENT OF
TRANSPORTATION FOR A NEW SIGNAL AT MOUNTAIN VIEW CORRIDOR
(SR-85) AND ACADEMY PARKWAY**

WHEREAS, the Herriman City Council (“*Council*”) met in a special session on June 6, 2018, to consider, among other things, approving a Cooperative Agreement with Utah Department of Transportation for installation of a traffic signal at Mountain View Corridor (SR-85) and Academy Parkway; and

WHEREAS, the Utah Local Cooperative Act (UTAH CODE ANN. § 11-13-101, *et seq.*) (the “*Act*”) provides that two or more entities are authorized to enter into agreements with each other for joint or cooperative action; and

WHEREAS, Utah Department of Transportation (“*UDOT*”) and Herriman (“*City*”) are public agencies, as contemplated in the Act, and the services contemplated are joint and cooperative actions, as contemplated in the Act; and

WHEREAS, the Council has determined that it is in the best interest of the inhabitants of the City to enter into a Cooperative Agreement with the UDOT for installation of a traffic signal at Mountain View Corridor (SR-85) and Academy Parkway; and

WHEREAS, the referenced Cooperative Agreement has been presented to the Council for review and approval, a copy of which is attached hereto (“*Agreement*”); and

WHEREAS, the Agreement sets forth the purpose thereof, the extent of participation of the parties, and the rights, duties, and responsibilities of the parties.

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

This Resolution, assigned No. R18-__, shall take effect immediately on passage.

PASSED AND APPROVED by the Council of Herriman, Utah, this 6th day of June, 2018.

HERRIMAN COUNCIL

By: _____
David Watts, Mayor

ATTEST:

Jackie Nostrom, MMC
City Recorder

**COOPERATIVE AGREEMENT
BETWEEN THE UTAH DEPARTMENT OF TRANSPORTATION
AND HERRIMAN CITY
FOR A NEW SIGNAL AT SR-85 (MVC) & ACADEMY PARKWAY**

THIS COOPERATIVE AGREEMENT made and entered into this _____ day of _____, 2017, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, (“**UDOT**”), and **HERRIMAN CITY**, a Municipal Corporation in the State of Utah (“**CITY**”).

RECITALS

WHEREAS, the **CITY** is planning to make improvements to the intersection of 13200 South and MVC by constructing new traffic signals which will improve safety and mobility of the intersection. (“Project”) to accommodate current and future traffic needs; and

WHEREAS, **UDOT** has agreed to contribute funds for the signal portion of the Project; and

THIS COOPERATIVE AGREEMENT, is made to set out the terms and conditions where under the work shall be performed and payment shall be made.

AGREEMENT

NOW THEREFORE, the parties agree as follows:

1. The **CITY** will hire a qualified contractor to perform the work for the Project.
2. The **CITY** agrees to incorporate the signal work in its Project and will complete the work prior to November 1, 2019.
3. The **CITY**, at its discretion, may procure any commodities, services, or materials relevant to the Project through any of **UDOT**'s existing agreements.
4. Upon completion of the Project, **UDOT** will contribute funds to the **CITY** for the signal portion of the Project in the estimated amount of **\$230,000.00**; **UDOT** has already provided \$52,827.66 in State Furnished ~~Materials which~~ Materials, which is part of the \$230,000.00 contribution.
5. The **CITY** will submit itemized ~~invoices bills covering showing its~~ actual costs incurred for the signal portion of the Project bearing the Project number together with supporting documentation to **UDOT**'s Region 2 office, 2010 South 2760 West, Salt Lake City, Utah 84104, attention to: Troy Peterson and Peter Tang.

TOTAL ANTICIPATED COST TO UDOT IS \$230,000.00

If the actual costs exceed the amount shown in this Cooperative Agreement, the **CITY** shall show/justify with supporting documentation to **UDOT** demonstrating the actual increased amounts. UDOT will pay the actual reasonable costs for the signal portion of the Project.

6. Each party agrees to hold harmless, defend, and indemnify the other party, its officers, employees and agents (Indemnities) from and against all claims, suits and costs, including attorney's fees for injury or damage of any kind, arising out of the party's negligent acts, errors or omissions in the performance of this project, and from and against all claims, suits and costs, including attorney's fees for injury or damage of any kind, arising out of Indemnities' failure to inspect, discover, correct, or otherwise address any defect, dangerous condition or other condition created by or resulting from a party's negligent acts, errors or omission in the performance of this project. Both parties are governmental entities of the State of Utah, and nothing herein shall be interpreted as waiving the damage limitations or any other provision of the Utah Governmental Immunity Act. Nothing in this Cooperative Agreement is intended to create additional rights to third parties. This paragraph shall survive termination of this Cooperative Agreement.
7. This Cooperative Agreement shall be deemed to be made under and shall be governed by the laws of the State of Utah in all respects. Each person signing this Cooperative Agreement warrants that the person has full legal capacity, power and authority to execute this Cooperative Agreement for and on behalf of the respective party and to bind such party. This Cooperative Agreement may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were made upon the same instrument. This Cooperative Agreement may be delivered by facsimile or electronic mail.
8. Nothing contained in this Cooperative Agreement shall be deemed or construed, either by the parties hereto or by any third party, to create the relationship of principal and agent or create any partnership, joint venture or other association between the parties.
9. This Cooperative Agreement contains the entire agreement between the parties, with respect to the subject matter hereof, and no statements, promises, or inducements made by either party or agents for either party that are not contained in this Cooperative Agreement shall be binding or valid.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as for the day and year first above written.

ATTEST:
By: _____
Title: _____
Date: _____

Herriman City, a Municipal Corporation in the State of Utah
By: _____
Title: _____
Date: _____

RECOMMENDED FOR APPROVAL:

By: _____
 Project Manager
Date: _____

UTAH DEPARTMENT OF TRANSPORTATION

By: _____
 REGION DIRECTOR
Date: _____

UDOT COMPTROLLER'S OFFICE

By: _____
 CONTRACT ADMINISTRATOR
Date: _____



STAFF REPORT

DATE: May 31, 2018
TO: The Honorable Mayor and City Council
FROM: Travis Dunn, Human Resources Manager
SUBJECT: Consent for Approval on Recruiting Strategies and Policy Changes

RECOMMENDATION:

Approval of a Resolution ratifying recruiting strategies and Policy updates.

DISCUSSION:

As Herriman City begins to heavily recruit the best Police Officers to serve the community, the City is looking to approve recruiting strategies and update our City policy.

The City Manager in coordination with the City Council had discussions comparing the culture between the Utah Police labor market to Herriman City; strategies have been developed that will make Herriman an attractive destination.

ALTERNATIVES:

The Council may request changes to the strategies as deemed necessary.

HERRIMAN, UTAH
RESOLUTION NO.

**A RESOLUTION APPROVING AN AMENDMENT TO THE HERRIMAN CITY
POLICY AND PROCEDURE MANUAL WITH RESPECT TO RECRUITING
STRATEGIES AND OTHER POLICY CHANGES**

WHEREAS, the Herriman City Council (“*Council*”) met in special session on June 6, 2018, to consider, among other things, approving an amendment to the Herriman City Policy and Procedure Manual with respect to Recruiting Strategies and other Policy Amendments; and

WHEREAS, various amendments to the Herriman City Policy and Procedures Manual have been presented to and reviewed by the Council, copies of the amendments are attached hereto; and

WHEREAS, the Council desires to adopt the attached amendments.

NOW, THEREFORE, BE IT RESOLVED that the attached amendments be approved and inserted in the appropriate places in the Herriman City Policy and procedures Manual and the same be communicated to all Herriman employees.

THIS RESOLUTION, assigned No., shall take effect immediately upon passage and acceptance as provided herein.

PASSED AND APPROVED this 6th day of June, 2018.

HERRIMAN

By: _____
David Watts, Mayor

ATTEST:

Jackie Nostrom, MMC
City Recorder