CITY COUNCIL AGENDA
Wednesday, September 26, 2018

NOTICE IS HEREBY GIVEN that the Herriman City Council shall assemble for a meeting in the Herriman City Council Chambers, located at 5555 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. Majestic View Lane Maintenance Agreement Discussion – Blake Thomas, City Engineer
   3.2. Discussion Relating to the Auto Mall Zone – Michael Maloy, City Planner
   3.3. Herriman Crossroads Development Agreement Update – Michael Maloy, City Planner
   3.4. Discussion of the Informal Inquiry regarding Garbage Services – Justun Edwards, Public Works Director
   3.5. Discussion Pertaining to Eric’s Trail – Wendy Thomas, Director of Parks, Recreation and Events
   3.6. Parks Master Plan Update – Wendy Thomas, Director of Parks, Recreation and Events
   3.7. Electric Vehicle Charging Station Updates – Wendy Thomas, Director of Parks, Recreation and Events
   3.8. Discussion of a Potential Interlocal Cooperative Agreement with Salt Lake County regarding Planning Services for Pending Annexation – Michael Maloy, City Planner
   3.9. Discussion of an Annexation Agreement with Kennecott Utah Copper, LLC – Gordon Haight, Assistant City Manager
   3.10. Discussion on Salt Lake Community College Use of Herriman Community Center – Monte Johnson, Director of Operations
   3.11. 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
4.2. Timeline of the Boundary Changes and an Update to the New High School and Elementary School – Darrell Robinson, Jordan School Board
4.3. Herriman Police Department Update – Chief Troy Carr
4.4. Unified Fire Department Update – Chief Riley Pilgrim

5. Consent Agenda
5.1. Approval of the Monthly Financial Summary
5.2. Approval of Herriman City Police Department Fee Schedule

6. Discussion and Action Items
6.1. Discussion and Consideration of an Ordinance declaring approximately .48 acres of real property as surplus – Blake Thomas, City Engineer

7. Calendar
7.1. Meetings
7.1.1. October 4 – Planning Commission Meeting 7:00 p.m.
7.1.2. October 10 – City Council Work Meeting 5:00 p.m.; City Council Meeting 7:00 p.m.

7.2. Events
7.2.1. September 27 – 2018 Inaugural Officer Swearing-In Ceremony; Copper Mountain Middle School 5:30 p.m.
7.2.2. September 29 – Herriman Family Wellness Fair; J Lynn Crane Park 1-8 p.m.
7.2.3. October 1 – Herriman Police Department Food Truck Round-Up; J Lynn Crane Park 5:00 p.m.
7.2.4. October 15 – Herriman Howl; J Lynn Crane Park 6-8 p.m.

7.3. Closed Session
7.3.1. The Herriman City Council may temporarily recess the City Council meeting to convene in a closed session to discuss the purchase, exchange, or lease of real property, as provided by Utah Code Annotated §52-4-205

8. Adjournment

9. Recomence to Work Meeting (If Needed)

In accordance with the Americans with Disabilities Act, Herriman City will make reasonable accommodation for participation in the meeting. Request assistance by contacting Herriman City at (801) 446-5325 and provide at least 48 hours advance notice of the meeting.
THIS AGENDA IS SUBJECT TO CHANGE WITH MINIMUM 24-HOURS NOTICE

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 Nostrum, 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 issues) 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 Nostrum, 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/gnn/index.html and on Herriman City’s website at www.herriman.org

Posted and Dated this 20th day of September, 2018

Jackie Nostrum, MMC
City Recorder
DATE: September 26, 2018

TO: The Honorable Mayor and City Council

FROM: Blake Thomas, City Engineer

SUBJECT: Majestic View Lane Maintenance Agreement Discussion

RECOMMENDATION: Provide direction to staff regarding maintenance options for road in regard to approval of lots in the Cove at Herriman Springs along a road that is not within the Herriman City boundary.

DISCUSSION: Approval was provided on August 11, 2006 to the developer of the Cove at Herriman Springs to develop 296 lots. Part of this approval included lots along Majestic View Lane, an unpaved road under the jurisdiction of Salt Lake County. The lots are located within Herriman City but the road, Majestic View Lane, which is the only option for access to the lots is located entirely within Salt Lake County.

The developer is now at the point where the phase that includes the lots along Majestic View Lane are ready to have the road and utility infrastructure installed. The developer will be performing the work and funding these improvements as part of their development. There is concern that this road connects on the east end to Herriman City roads and on the west end to a private lane owned and maintained by an HOA.

The developer has proposed that the city enter into a maintenance agreement with Salt Lake County to conduct the ongoing maintenance of the roadway. Staff would like to explore options and discuss risks with what can be done to ensure the road is maintained for the residents.

ALTERNATIVES: To be discussed: Maintenance Agreement, Annexation of roadway, etc.

FISCAL IMPACT: Varies depending on the option chosen and level of maintenance required.
August 11, 2006

The Cove at Herriman Springs
40 W 3800 N
Hyde Park, UT 84318

Re: File Number 28506

Dear Travis Taylor:

The Herriman Planning Commission at their regular meeting on August 10, 2006 granted approval to your request for phase 6 as well as the remaining phases of your subdivision of 296 lots on property located at approximately 7000 W 14800 S. The approval was subject to the following conditions.

1. Meet with the Staff for review and final approval of the site plan.
2. Receive and agree to the recommendations from other agencies.
3. Meet the City road standard and highway ordinance requirements.
4. Install curb, gutter and sidewalk on all public streets.

To complete the engineering review and proceed towards final approval the above mentioned items must be completed. For questions concerning the engineering process please contact Adam Jacobson.

If you have any other questions please contact me at the City office on Tuesday, Wednesday or Thursday.

Sincerely,

Glenn R Graham
City Planner
June 8, 2006

Rodney J. Brocious
Herriman City
97 N. Pioneer St.
Herriman, UT 84065

RE: Cove at Herriman Springs access onto Majestic View Lane

Dear Mr. Brocious:

Salt Lake County Engineering has reviewed the plans for emergency access onto Majestic View Lane and Majestic Oaks Lane for the Cove at Herriman Springs Development. A gated emergency access onto Majestic View Lane is approved. Plans for the gate, including lock type and keying, must be approved by the Unified Fire Authority. No construction access will be allowed on Majestic Oaks Lane. Permanent access is not permitted.

If you have any questions please contact me at (801)468-2711.

Respectfully,

Jena Walker, P.E.
Assistant Transportation Engineer
DATE: September 19, 2018

TO: The Honorable Mayor and City Council

FROM: Michael Maloy, AICP, Planning Director

MEETING: City Council Work Meeting September 26, 2018

SUBJECT: Discuss Proposed Auto Mall Special District

SUMMARY:
Herriman City is considering the adoption of an ordinance to create a new commercial zone entitled “Auto Mall Special District.” According to the draft ordinance, the purpose of the proposed zoning district is to master plan a “retail zone designed for an automobile center to include the sale of new and used vehicles, auto repair, and sales of auto related products and services. The project will incorporate the community's design goals for commercial development (see Attachment A – Draft Auto Mall Special District).

DISCUSSION:
The Planning Commission is scheduled to conduct a public hearing and make a recommendation on the proposed Auto Mall Special District on September 20, 2018. Staff will report to the City Council the substance and outcome of the hearing.

RECOMMENDATION:
The City Council is not required to take formal action at this time. However, the Council may direct staff to research or prepare further amendments to the draft ordinance, which will be considered in a future public meeting (date to be determined).

ATTACHMENT:

A. Draft Auto Mall Special District
9-18D-010: PURPOSE:
The AutoMall Special District (AMSD) is an area approximately 67 acres in size, located north of 12600 South, between Mountain View Corridor (MVC) and Main Street. The property is generally shown in 9-18D-110 Exhibit A. The AutoMall Special District (AMSD) is a master planned retail zone designed for an automobile center to include the sale of new and used vehicles, auto repair, and sales of auto related products and services. The project will incorporate the community's design goals for commercial development.

9-18D-020: PERMITTED USES:
Unless otherwise allowed by state law, the following uses are considered permitted uses within the AMSD:

Dealership, new (autos, trucks, and service).

9-18D-030: CONDITIONAL USES:
Unless otherwise allowed by state law, the following uses are considered conditional uses within the AMOZ:

Dealership, new (RV, ATV, boat, sales and service).
Dealership, rental (autos, trucks, RV, ATV, boat, sales and service).
Dealership, used (autos, trucks, RV, ATV, boat, sales and service), as an interim facility, subject to the requirements found in section 9-18D-080

9-18D-040: EXTENT OF AMSD:
The standards outlined in this article shall apply to all properties within the boundaries of the AMSD which are shown in section 9-18D-100, exhibit A, “AMSD Boundaries”, of this article.
9-18D-050: SCHEMATIC DEVELOPMENT PLANS:
Development within the AMSD shall be substantially in accordance with the schematic development plan shown in section 9-18D-110, exhibit B, "Schematic Site Plan", of this article, or a similar schematic development plan that reflects the spirit of the plan shown in section 9-18D-110, exhibit B of this article. Development within the AMSD will be in phases.

9-18D-060: DEVELOPMENT STANDARDS:

A. Architectural Design And Materials:

1. Building design and materials for New Auto Dealerships:
   a. Materials shall be selected which require low maintenance, such as CMU, stone, cultured stone, metal, stucco, engineering wood, or hardiboard. Buildings should consist of at least three different materials.

   b. The following materials shall be specifically prohibited:

      i) Unpainted, plain concrete walls;

      ii) Metal or tin, unless where used as an accent material.

   c. Tilt-up concrete construction is permitted.

   d. Roofs shall not be exposed unless they are part of the decorative or architectural treatment of the building, such as parapets, columns, etc.

2. Building design and materials for all other dealerships, service departments, or other accessory uses shall comply with the Commercial Design Criteria found in section 10-12-6(C).

B. Lot Coverage: Lot coverage by buildings and covered or semienclosed outbuildings shall not exceed forty percent (40%).

C. Buffers, Fences, And Walls: As part of the site plan approval process, special buffers, fences, and/or walls shall be required to provide separations between public/commercial areas, service, loading, refuse collection, equipment and/or storage areas.

D. Building Size: Maximum building size shall be one hundred thousand (100,000) square feet.

E. Building Height: Maximum building height shall be fifty five feet (55'). Additional height may be permitted as conditional use.

F. Parking/Vehicle Storage: The minimum number of parking spaces required shall be four hundred (400) square feet for every four hundred (400) square feet of public showroom display
area for all auto related uses. Spaces may be used for customer, employee, inventory or service bays. All other uses shall provide parking as per current city code.

G. New And Used Car Display: Car displays, arrangement of parking spaces, and circulation shall be at the dealer's option. However, no car displays shall block minimum required clear vision areas at driveway intersections or block lanes for public safety, egress or fire access. These clear vision areas and emergency access lanes shall be noted on the proposed site plan.

H. Security For Display Vehicles: To the extent deemed necessary by individual dealers, curb walls no higher than sixteen inches (16"), closely spaced concrete bollards, berms, low security fencing and rails may be used. Design must be compatible with project theme and architectural detailing in other parts of the site.

I. Inventory/Parts Storage Areas: Inventory/parts storage areas shall be provided within buildings or in screened areas in accordance with subsection C of this section. To the extent practical, areas for storage should be combined with adjacent dealership properties.

J. Access And Internal Circulation:

1. Driveway Access: Except where otherwise required for compliance with applicable codes and for fire lanes, driveways shall be a minimum of twenty four feet (24') wide and all drives shall have a minimum 12.5 foot radius.

2. Service Area Access: Service areas shall have sufficient stacking lanes on site to stack a minimum of one vehicle per service bay. Stacking lanes shall not block flow of traffic or fire access lanes.

K. Fences, Screens And Walls:

1. Fences, screens and walls shall be compatible and architecturally complementary between two (2) adjoining sites. This may be achieved by use of similar materials and finishes to the building, landscaping materials, or other architectural design features.

2. Location of fences shall be compatible with adjoining property users to permit the common use of gates and accesses.

3. Neither chainlink fencing nor plain concrete block fences are permitted.

4. Ten foot (10') screening walls around auto storage areas shall be permitted.

L. Display Pedestals:

1. The number of display pedestals allowed in the front setback shall be one pedestal per one hundred feet (100') of street frontage or part thereof. The total number of pedestals allowed on the site may be clustered together to achieve more effective display, sales area, or circulation.
2. Display pedestals shall be no closer than two feet (2’) from a property line.

3. Display pedestals shall meet all clear view requirements of this code and the Herriman City Engineering Standards.

M. Site Lighting: All outdoor lighting, including street lights and parking lot lights, shall be in conformance with the requirements of the Herriman City Engineering Standards.

9-18D-070: LANDSCAPE STANDARDS:

A. Variety: Landscaping shall consist of a variety of trees, shrubs, flowers and other planted material, and shall be primarily comprised of water wise landscaping applications of ground covers, rock and mulch.

B. Water Efficiency: All new landscaping and revisions to existing landscape shall incorporate water efficient landscape materials.

C. Public Rights Of Way Minimum: A minimum of twenty feet (20’) width of landscaping will be required along all public rights of way. A minimum of ten feet (10’) width of landscaping will be required as rear and side yard landscaped areas.

D. Minimum Required Along Mountain View Corridor: A minimum of twenty feet (20’) width of landscaping will be required along parcels abutting the Mountain View Corridor right of way.

E. Number Of Trees Within Landscape Easement: Within the required landscape easement along public and private rights of way, at least one tree shall be planted for every thirty feet (30’) of frontage.

F. Trees Within Parking, Display Areas: Within the internal landscape areas of parking/display areas, a minimum of one tree shall be planted for every one thousand (1,000) square feet of parking/display area. Trees may be clustered around the parking area.

G. Common Areas: Landscaping or other side or rear yard barriers or side yards between adjoining dealership properties may be eliminated if the yard area is used in conjunction with an adjoining property for common driveways, display and/or parking.

9-18D-080: INTERIM FACILITIES:

A. Dealers that intend to use an interim building and facilities shall propose a structure that provides an aesthetically attractive building while meeting the needs of a temporary structure. The building architecture and materials shall be reviewed as part of the conditional use approval of the site. A site with an interim facility shall comply with all other requirements of this code, including landscaping, screening, signage, paving and circulation.

B. For the purpose of this chapter, “interim” shall be defined as a building or facility intended to remain on the site for less than two (2) years.
C. In conjunction with approval of a conditional use for an interim facility, the City may elect to enter into a development agreement with the owner of the proposed interim facility.

9-18D-090: SIGNAGE:

Signage is an important component for the success of the AutoMall sales activities. All signs shall comply with the Herriman City sign ordinance with the following exceptions:

A. General Standards:

1. Location of all ground mounted signs shall be located to meet the requirements for traffic safety and visibility and shall be located outside the clear view area.

2. Illuminated signs shall be internally lighted. Exposed neon is also permitted as an accent or decorative sign element.

3. No flat faced box or cabinet type sign with painted copy shall be permitted.

4. If signage is integrated with an architectural feature of the building, such as a backlit element, face or column, or a design element that is cast into architectural materials, only the portion of the sign that is text or corporate logo shall be counted toward the total allowed signage area.

5. Approval of this AMSD shall constitute the approval of the master sign program as shown in section 9-18D-110, exhibits D, "Master Sign Plan", and E, "Sign Theme", of this article.

6. All banner signs, inflatables, flags, balloons, animated signs and temporary signs, as allowed in this text, shall not require an additional sign permit from Herriman City.

B. Permanent Signage:

1. Mountain View Corridor (MVC) Frontage:
   a. Two monolithic signs of maximum fifty feet (50') high by fifteen feet (15') wide; and
   b. Each dealer adjacent to MVC may have a sign that complies with the requirements of a Planned Center sign as found in section 10-27-7.

2. Main Street Frontage:
   a. Each dealer adjacent to Main Street may have a sign that complies with the requirements of a Planned Center sign as found in section 10-27-7.

3. Private Street Frontage:
a. Each dealer with frontage on a private street shall be allowed to have monument signs as allowed in section 10-27-7.

4. Building Signage:

a. Location: Signs shall be mounted on building facades parallel to and contiguous with the wall upon which the sign is attached. Signs may be attached to screen walls or service buildings facing a street.

b. Quantity: A maximum sign copy area allowance for each facade of a building facing a public right of way shall be ten percent (10%) of the facade. In the case that a building fronts a public way on more than one facade, the maximum sign area allowance shall apply to each facade. A transfer of sign allowance area between facades on the same building shall not exceed one hundred twenty five percent (125%) of the allowed area for any given facade. Allowed signage area on a facade may be comprised of one or more individual signs and need not be contiguous.

c. Construction: Signs shall be internally illuminated, individual pan channel or channel lume construction or construction methods with similar intent. Exposed neon as an accent element, logo or decorative feature is allowed as part of the sign area allowance.

5. On Site Directional/Destination And Information Signs: On site signs shall be located as needed to facilitate internal circulation and destination identification.

C. Temporary Signage:

1. General Standards:

a. Signs shall not be placed in or over a public right of way.

b. Signs shall not flash, blink, spin, rotate, block traffic visibility, constitute a vehicular or pedestrian traffic hazard, or cause a public nuisance of any kind.

c. Signs shall not be attached to telephone poles, trees or security gates.

d. Signs must be firmly secured.

e. Signs within a power line easement shall comply with height conditions of the easement.

f. Prior to December 15 of each calendar year, property owners within the AMSD shall jointly submit to Herriman City a calendar for the coming year of special promotion periods and holiday promotion periods that establishes "fly dates" for temporary signs, balloons, and inflatables. Fly dates shall comply with the
provisions for special promotion and holiday promotion periods established in this section.

2. Banners:

   a. Flag banners may be placed along frontage streets with a minimum interval spacing of at least thirty feet (30').
   
   b. Pole banners may be attached to poles and supports.
   
   c. Flag banners may be freestanding feather banners with inground supports and spikes.

3. Temporary Sign Devices: The following types of sign devices may be used during the permitted special promotion and holiday promotion periods:

   a. Banners attached to the buildings, not exceeding fifteen percent (15%) of the building facade and no more than one banner per facade, but temporary building banners shall not be counted toward maximum allowance for permanent signage;
   
   b. Vehicle decorations, including antenna flags, balloons, windshield paintings and hood displays;
   
   c. Tall balloons designed to attract attention from long distances, including cloud busters (balloons attached in a series with string or pennant flags) and hot air balloons;
   
   d. Carnival tents;
   
   e. Search or spotlights; and
   
   f. Inflatable objects for the purpose of advertising a specific product or to bring attention to a special promotion, such as inflatable mascots, gorillas, bounce houses, and promotional sponsors.

4. Special Promotion Periods:

   a. Property owners within the AMSD may implement jointly up to twenty one (21) special promotion periods per calendar year.
   
   b. Each period may not exceed five (5) consecutive days in length.
   
   c. Special promotional periods shall not be combined to run consecutively and must be separated by nine (9) calendar days between each special promotion period.
d. A sign permit for temporary signage is not required, provided the signage meets the requirements of this section.

5. Holiday Promotion Periods:

a. Property owners within the AMSD may implement jointly up to nine (9) holiday promotion periods per calendar year.

b. Unless otherwise noted below, each period may not exceed six (6) consecutive days in length.

c. Holiday promotional periods may be combined to run consecutively with other special promotion periods.

d. The following days shall be considered holiday promotion periods:

   (1) New Year's Day (January);
   (2) Presidents Day (February);
   (3) Tax season (April, 7 days);
   (4) Memorial Day (May);
   (5) 4th Of July (July);
   (6) 24th of July (July);
   (7) Labor Day (September);
   (8) Thanksgiving (November); and
   (9) End of year/Christmas (December 15 - December 31).

9-18D-100: PROCEDURES:

Approval of this Auto Mall Special District article shall constitute conceptual site plan approval for the development as noted in section 9-18D-110, exhibit B of this article. Except as otherwise provided herein, all other procedural requirements, such as applications for subdivision approval, site plan review, conditional use approvals, and any other permits shall be processed in accordance with the Herriman City requirements, ordinances and procedures.

9-18D-110: EXHIBITS:
A. Auto Mall Special District Boundaries
B. Schematic Site Plan
Add to definitions:

**MONOLITHIC SIGN**: A high profile, on premises sign where the sign face and supports are within the same cabinet structure, independent of any building or other structure.

Remove as a conditional or permitted use from C-2, M-1 and MU-2:

*Vehicle and equipment rental or sale*
DATE: September 19, 2018

TO: City Council

FROM: Michael Maloy, AICP, Planning Director

MEETING: City Council Work Meeting September 26, 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, & 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.

On June 6, 2018, staff presented the proposed development agreement to the City Council during a work meeting and identified a number of questions and concerns within the draft. In response, the Council directed staff to work with the applicant to resolve the identified issues. Following this meeting, staff met with the applicants twice to discuss these concerns. In an attempt to resolve these issues, the applicant submitted additional and revised materials to the City Council for consideration,
which were reviewed during a work meeting held August 8, 2018. Following the work meeting, the Council directed staff to amend the draft to address all unresolved issues on behalf of the applicant.

**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.

**Discussion:**

In response to the City Council’s direction, staff produced a revised draft, which is currently being reviewed by the City and the applicants (see Attachment A – Draft Master Development Agreement). If the applicants accept and respond to the proposed revisions, the agreement will be prepared for consideration by the City Council during a future public meeting.

**Recommendation:**

The City Council is not required to take formal action at this time. However, the Council may direct staff to research or prepare further amendments to the draft development agreement, which will be considered in a future public meeting (date to be determined).

**Attachment:**

A. Draft Master Development Agreement
Attachment A
Draft Master Development Agreement
MASTER DEVELOPMENT AGREEMENT
FOR
HERRIMAN CROSS ROADS PROJECT

September July 2018
MASTER DEVELOPMENT AGREEMENT
FOR
HERRIMAN CROSS ROADS PROJECT

THIS MASTER DEVELOPMENT AGREEMENT (MDA) is made and entered into 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” -through “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:


1.2.2. 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 “C.”

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 a development **of within** 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 and as specified in this MDA.

1.2.22. **Outsourcing** 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 of land that is not an individually developable lot as specified in Section 6.9.

Comment [A3]: Section 6.9 does not exist.

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 DEVELOPMENT PLAN intended for a certain number of Residential Dwelling Units.

1.2.26. **Preliminary DEVELOPMENT PLAN** means that plan for the development of the Project attached as Exhibit “B—”.

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 DEVELOPMENT PLAN 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 DEVELOPMENT PLAN 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, subject to compliance with all applicable ordinances, laws, and requirements.

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 DEVELOPMENT PLAN 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 DEVELOPMENT PLAN. 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 DEVELOPMENT PLAN.


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 DEVELOPMENT PLAN 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; and as set forth below in this section:

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, AASHTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

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 [complete 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—i.e., required by the City—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". Except as may be required by other reviewing agencies, the City shall not require Master Developer to “upsize” 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, 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. The Master Developer will take necessary measures to ensure that contracts with sub-developers specify the requirements of this MDA and that potential sub-developers understand said requirements. The Master Developer will take an active role, along with the City, to ensure that all parties complete their contractual obligations.

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 10.4 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, except as noted in Section 10.1.

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 Master 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
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), or 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
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 Assistant City Planner 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 _____, 2018.

* 24
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 )
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 )
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

<table>
<thead>
<tr>
<th>Exhibit “A”</th>
<th>Legal Description of Property</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exhibit “B”</td>
<td>Preliminary DEVELOPMENT</td>
</tr>
<tr>
<td>Exhibit “C”</td>
<td>City’s Vested Laws</td>
</tr>
<tr>
<td>Exhibit &quot;D&quot;</td>
<td>Design Guidelines</td>
</tr>
<tr>
<td>Exhibit &quot;E&quot;</td>
<td>Trail Map</td>
</tr>
</tbody>
</table>

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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 1,303.94 FEET TO A POINT ON THE WESTERLY RIGH 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 NORWEST 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 NORTHEAST 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 NORTHEAST 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 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 ROZEMA 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 283.64 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°55'45" West 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°58'33" 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°00'02" West 2,462.31 feet, more or less, along said West 1/16th line to the point of beginning.

Comment [A8]: Acreage?
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°00’ 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°00’ curve to the right 93.1 feet; thence North 05°00’20” 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°40’00” 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°00’20” 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 Northerly 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 05°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°57’32” 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 located in the Northeast 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 the Center of said Section 22, said point being South 89°57’32” 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 located in the Northeast 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 which 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, and running 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 of Roadwood Road the next three courses and distances: 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°10’23” West 2462.31 feet, more or less, along said West 1/16th line to the point of beginning.


Comment [A9]: Net acreage?
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, and within the Design Guidelines. 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 dwelling townhome units, with a mix of townhomes and stacked units (a portion of which are highly encouraged to be condominiums), located on approximately 13 acres within the Property. Density maximum is equals 12 units per acre.

   b. **Phase 2.** Phase 2 will occupy 20 acres within the Property and will consist solely of commercial development, including restaurants and retail uses.

   c. **Phase 3.** Phase 3 will be comprised of 396 dwelling stacked units, with a mix of townhomes and stacked units (a portion of which are highly encouraged to be condominiums), located on approximately 22 acres within the Property. Density maximum is equals 18 units per acre.

   d. **Phase 4.** Phase 4 will occupy 25 acres within the Property and will consist solely of commercial development, including mixed use (including possible limited residential) but not to include retail uses.

   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 dwelling townhome units, with a mix of townhomes and stacked units (a portion of which is highly encouraged to be condominiums), located on approximately 12 acres within the Property. Density maximum is equals 10 units per acre. Phase 5-B will be comprised of 330 dwelling stacked units, with a mix of townhomes and stacked units (a portion of which is highly encouraged to be condominiums), located on approximately 33 acres within the Property. Density maximum is equals 10 units per acre. Together, treating them as one phase, Phases 5-A and 5-B will have a maximum of 450 dwelling units on 45 acres.
   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. Unless otherwise noted, the Master Developer, or his designated assignee, shall be responsible for installing all trail improvements.
   b. Trail widths and configurations shall be determined during the review and approval of the adjacent project phase.
   c. All communities (Phases) shall have access to the integrated trail system that will run throughout the Property as depicted on Exhibit “E”.
   d. Hard trails/sidewalks will be incorporated into roadway areas based on the overall final design.
   e. 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.
   f. 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.
   g. The trail system will have integrated view areas/sitting areas with benches.
   h. Jacob Welby Nature Trail will be integrated into the trail system.
   i. 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. [i] 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. [k] The trail will have two passive sitting areas with benches located based on views and proper spacing as determined by the Developer.

j. [l] All trails will tie together at logistical points for connectivity. All communities, including commercial phases, will include sidewalks or hard surface trails access to trail systems as well as adjacent to along roadways so that 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.

   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 the 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.

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34
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 may need to will be adjusted accordingly. All 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.

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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 (5)-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. Significant Phase 3 amenities shall be constructed concurrently with the development of Phase 1 or completed within one (1) year of the final occupancy of Phase 1, as may determined by the City.
      
      i. Clubhouse.
1. A clubhouse will be built with a minimum of 4,000 sq. feet with convenient pedestrian access from other appropriate project phases.

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

xiv-xiv. Signage and entry monument.
c. **Phase 5 Residential Multi-Family Amenities and Recreation Center.**

   i. Clubhouse with a minimum of 4,000 sq. feet with convenient pedestrian access from other appropriate project phases.

   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-xxiv. 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

* 40
Herriman Crossroads
Design Guidelines/Requirements

The Herriman Crossroads Community Design Guidelines details the objectives of all residential construction within the Herriman Crossroads Community. Design Guideline compliance shall be reviewed by City staff and the Planning Commission during the site plan approval process.

Nothing in these Design Guidelines shall override Herriman City laws and codes. Owner is responsible for understanding and meeting all applicable codes, laws, regulations, etc. of all governmental 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
- Establish and maintain a safe, pleasant and desirable environment
- Establish and preserve a harmonious design for the community
- Promote and preserve active, walkable resort-style living

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

The Design Guidelines, and Conditions, set forth the architectural standards 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 the Herriman Crossroads Community shall be permitted in designated locations and with approved materials, with the overall intent of providing, as far as possible, an open feel throughout the project.

- Fences shall be made of concrete, metal, or wrought iron or Rhino material.
- It is anticipated that the only fencing will be for the townhomes Phase 1 at will be along the east property line along the Redwood road right of way. The property line being is for the most part at the top of the large slope fifty (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 and signage area at the main intersection access to the overall development from Redwood Rd.
- The fence will be five (5) foot in height made of the materials specified in the design

Comment [A17]: What about commercial guidelines?
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 five (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 (6) foot in height with mostly open fencing (rated non-climbable) especially where the fencing is adjacent to landscaping.
- Other fencing will be located where residential is adjacent to the Welby Jacob Canal, as approved with final site plan.
- It is anticipated that the commercial development will not have any fencing.

Grading and Existing Vegetation

Developments within the project shall follow existing topography as close as possible, minimizing the need for extensive grading, excessive cuts and fills, and removal of existing vegetation.

Landscaping

- Project landscaping shall include trees and ground covers, which a goal of a 50/50 mix of deciduous and evergreen trees. Project landscaping shall include trees and ground covers, which a goal of a 50/50 mix of deciduous and evergreen trees with a variety of tree species.
- Project landscaping shall include parkstrips with street trees and parking lot landscaping to break up large areas of paved surfaces.
- Xeriscaping is encouraged, as well as other water conservation techniques, i.e. drought resistant plants and restricting the use of sod to active use areas.
- The 50 foot slope area along Redwood Road from the fence to the existing pavement, will be planted with a variety of large shade trees 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 subject to a final City approved landscape plan. 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.

Open Space

- Significant open space shall be provided, depending upon the size, scale, nature, and slope of each development.
- Approved open space may include, but is not limited to: commons, pocket parks, plazas, outdoor dining, couryards, natural or manmade landscape features, greenbelts, trails, playgrounds, and pavilions.
- Unless otherwise approved by the City, all open space areas shall be maintained by property owners or property associations.

Parking

- Where possible, parking lots shall be broken up through the use of buildings, landscaping and walkways.
- Unless otherwise approved by the Planning Commission, parking lots shall not be placed between buildings and streets.
- Underground parking, deck or terrace parking, and parking garages are encouraged and may be required in conjunction with proposed structures three (3) or more stories.
- Developments are not allowed to be ‘over-parked’ without justification. Developments may be approved with less than the required parking if it can be shown that land uses and walkable design, as proposed, will not generate the number of parking stalls recommended in the City’s parking standards.

Entry Monuments & Signage

The corner of Redwood Road and Porter Rockwell Blvd. shall have a ‘Welcome to Herriman City’ gateway monument. The main entrance to the project (Redwood Rd Intersection) will have two nice entry monuments signs, one on the south side of the entry for the residential
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 following 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.
- Parking lots, sidewalks, walkways, and trails shall have bollard-style or other appropriate safety lighting.

**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 that is architecturally compatible with adjacent buildings.

**Noise**

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

**ARCHITECTURAL GUIDELINES**

Design diversity within the limits of the Design Guidelines is anticipated and desired. Key architectural concerns including 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 palette—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**
Modern with bright colors etc. will not be allowed and do not blend with the natural setting. No White soffit and fascia, railings or fencing is not allowed.

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

Exterior Walls
All exteriors shall comprise at least three (3) different materials: Stone, Brick, or Cultured Stone, cement board, stucco, and glass. are exterior materials characteristic of design

- **Stone, Brick, or Cultured Stone or stone** will make up at least a minimum of 35% of the exterior walls.
- **Cement Hardy Board** (or equivalent) will make up a minimum of 25% of the exterior walls up to a 65% maximum.
- **Stucco** is to be used as an accent material, (i.e. gables), and is allowed to make up the third component of the exterior wall.
- **Metal Siding** may be used in the design as an accent areas, rock baskets with metal etc. not to exceed 15%.
- **Gabion**—Rock cages/baskets, rusted metal/metal beams, timber beams, composite wood etc. can be used, on a limited basis, as accents.
- **All sides of buildings shall receive equal design consideration, particularly where exposed to pedestrian or vehicular traffic and adjacent properties.**

Residential Building Type and Massing

- **An appropriate mix of dwelling types, building styles, sizes, heights, footprints, orientations, and architectural features shall be employed within each residential phase to help create a random 'village' look vs. barrack style housing.**
- **All dwelling structures shall front, or have at least one elevation that directly fronts a public or private street, green space, or other residential structure. Like dwelling unit structures shall front each other where possible.**
All townhome units shall be considered view units and shall include decks or patios with oversize windows.

All townhome, condominium, and single family dwelling unit garages shall have, at a minimum, a two-car garage. Garages are encouraged to be rear-loaded. If approved as front-loaded, garages shall be located even or behind the front elevation of the dwelling unit. Stacked units shall have at least one covered parking space.

Porches and Decks
Appropriate porches are required in order to provide a personality and welcome invitation to the community, as well as an. They also extend the opportunity for outdoor living space.

Roofs
All residential units shall have pitched roofs must be have with the proper mass, proportion, pitch and placement for the particular style of house dwelling design. General rules include: Roofs are to be constructed of non-reflective materials colored in earth tones that complement the natural environment.

- 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 complement the natural environment.
- All roofs must be a dark color in order to visually recede into the background and natural setting.

NOTE: Irrespective of the standards outlined above, superior design solutions may be considered for approval, if it is clearly shown that they will significantly enhance the project and are mutually agreed upon by the City and the Master Developer.

Windows and Glazing
Windows will be provided to create an great opportunity for expression and enhancement to each every design.
- Window size, placement, shape and grid configuration should align with the plan design, and where possible take advantage of access to passive solar energy.
- Twenty percent of the units are required to be built with oversize glass for views.
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.
Characteristic of Design: Exterior Walls-Cultured Stone or Stone, Hardy, Wood Timber, Glass

Standard: Equal or Better Than
Characteristic of Design: Exterior Walls-Cultured Stone or Stone, Hardy, Stucco, Wood Timber, Glass

Standard: Equal or Better Than
Characteristic of Design: Exterior Walls-Cultured Stone or Stone, Hardy, Wood Timber, Metal accent roof
Standard: Equal or Better Than

*
Characteristic of Design: Exterior Walls-Cultured Stone or Stone, Hardy, Wood Timbers,
Standard: Equal or Better Than

*
Characteristic of Design: Exterior Walls-Cultured Stone or Stone, Hardy, Wood Timbers,
Standard: Equal or Better Than
Characteristic of Design: Exterior Walls-, Hardy, Wood Timbers,
Standard: Equal or Better Than
Characteristic of Design: Exterior Walls-Brick, Hardy, Wood Timbers, Street Lighting

Standard: Equal or Better Than
Gabion Rock Cages, Rusted metal
Gabion Rock Cages, Rusted Metal, Wood, Stone, Metal Canopy's

Characteristic of Design: Exterior Walls-Cultured Stone or Stone, Metal Canopy's,

Standard: Equal or Better Than
Characteristic of Design:
Gabion Rock Cages, Rusted metal
FENCE AND ENTRANCE SAMPLE/ REDWOOD RD. HILL TREE SAMPLE
ENTRANCE SAMPLE/ REDWOOD RD. HILL TREE SAMPLE
Exhibit E

Trail System Map

Maintain view corridors and natural features.

Typical Wildlife Pass-through

*
Concept Picture of Amenities
DATE: 09/19/2018

TO: The Honorable Mayor and City Council

FROM: Justun Edwards Water Department Director

SUBJECT: Solid Waste and Recycling Cost of Service Study

RECOMMENDATION: N/A

BACKGROUND: Herriman City currently contracts with Wasatch Front Waste and Recycling District (WFWRD) for solid waste and recycling services. The City Council requested a cost of service study be conducted to determine if the services we currently receive are comparable to other solid waste and recycling providers. This was an informal request, to gather the information needed to make an educated decision.

DISCUSSION: The City solicited information from two well-known and reputable solid waste and recycling providers located within Salt Lake County. Those providers are Ace Recycling & Disposal and Waste Management. The information received will be compared to the services we currently receive from WFWRD. The information will be presented to the City Council for their determination whether to continue receiving service from WFWRD, or to notice a formal Request for Proposal to all providers.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A
September 7, 2018

Justun Edwards  
Director of Public Works  
Herriman City  
5355 West Herriman Main Street  
Herriman, UT 84069

Mr. Edwards,

We are pleased to respond to your Request for Information for Solid Waste and Recycling Services. Ace Disposal is a local, family owned enterprise that has been providing waste and recycling services for over 38 years along the Wasatch Front. Over the years, we have grown to become the largest independent waste hauler in the Intermountain West and are currently servicing 13 municipalities. Ace’s corporate facility is located on 10 acres in West Valley City. We have just purchased and are opening a satellite facility in West Jordan City that will be used to service our contracts in the Southern Salt Lake Valley. This facility would give us quick access to your City. This facility is fully equipped with 12 service bays and a CNG fueling station that can fuel 40 trucks simultaneously.

Due to the current state of the recycling market, with tipping fees at the recycling facilities being significantly higher than landfill fees, we are not interested in providing weekly curbside recycling services at this time. Currently, the market needs cleaner material no more material. However, we are bidding every other week (EOW) recycling services instead.

Wasatch Front Waste and Recycling District (WFWRD) provides many alternative options for disposal, including the fall leaf collection and Christmas tree pick-up, to residents that can easily be replaced with our monthly bulky waste program. We service this program in Tooele, Grantsville, Midvale and West Valley City. We have special trucks that we utilize for this program and can develop a collection schedule that will work with your City for this program to be successful.

Ace will supply all the waste and recycle carts and we’ll take care of the maintenance of this equipment. Our rates include disposal costs and billing. We do require a minimum 8-year contract and would like a couple of 1-year extension options. Our rates are as follows:

- Weekly Garbage Collection (1-96 gallon cart) and EOW Recycling Collection (1-96 gallon cart): $16.50/month
- Monthly Bulky Waste Pick-up: $2.50/month, per home (this program will replace the Trailer Rental Program, the Voucher Program, Special Emergency Clean-ups, Fall Leaf Bag Program, Christmas Tree Collection and box collection.)

- Glass collection sites: $350/haul for 30-yard glass containers.

Thank you for your consideration. Please understand that since this is not a formal bid request, the numbers we are quoting are soft numbers, but they should give you an indication of where our prices would be in a formal bid. Please do not hesitate to contact me with any questions.

Sincerely,

[Signature]

Richard Hamik  
Sales Manager  
801-363-9995  
richard@acedisposal.com
Herriman City

UTAH

Herriman City Request for Information
Solid Waste & Recycling Services

September 18, 2018
September 18, 2018

Herriman City
Justun Edwards
Director of Public Works
5355 West Herriman Main Street
Herriman, UT 84069
801-727-0953

Dear Justun,

Thank you for reaching out to Waste Management. As a Public Sector Services Representative for Waste Management of Utah, Inc., I am authorized to execute this RFI. My contact information is provided below for your reference. Please feel free to contact us with any questions regarding this proposal.

Beth Holbrook
Public Sector Solutions Representative
Waste Management of Utah, Inc.
(801) 716-0210
bholbroo@wm.com

As you evaluate this RFI, we hope you will agree that Waste Management has been and will continue to be the best environmental solutions partner for your community. The following are just some of the highlights about why we are the best partner for your community.

- **Your priorities will be our priority.** We make your priorities our priority by adopting and complying with the City’s mission of providing the highest level of service.
- **We invest in the our community.** We take pride in giving back to organizations and programs that improve the quality of life in the communities we serve.
- **We are your partner in safety.** To help keep the our cities safe, our team employs best-in-class safety training, standards, and performance metrics as described later in this proposal. In addition, we implemented the esteemed Waste Watch® program.
- **Local operations with national resources.** While we are a local team with regional operations, our national footprint and network keeps us abreast of best practices to increase diversion, utilize technology to improve the customer experience, increase efficiencies, and improve service delivery transparency for our customers.

In short, we are committed to being the best solid waste solutions partner for Herriman now and in the future. Please do not hesitate to contact me if you have any questions regarding our submittal.

Sincerely,

Beth Holbrook
Public Sector Services Representative
Waste Management of Utah, Inc.
This section outlines our solid business structure, extensive collection experience, comprehensive service experience, and proven resources that give us the ability to provide best-in-class service for Herriman.

Service delivery optimization

At Waste Management, we focus on four pillars of performance in all our operations: safety, service, savings, and satisfaction. We use Service Delivery Optimization (SDO) to achieve these goals in our collection operations. SDO is a marriage of technology and management to drive employee engagement, knowledge sharing, and accountability that gives all our team members the mindset to meet and exceed our customers’ expectations. SDO is based on our extensive research of best practice operations from businesses with expertise in logistics, employee engagement, and service delivery. The system, which is unique to Waste Management, helps us deliver best-in-class service always.

Public education, the cornerstone of effective solid waste programs

The cornerstones of the most effective solid waste programs in the U.S. are comprehensive public education programs. Waste Management firmly believes that recycling education is key to increasing participation rates and reducing contamination. Our tested and proven education program, Recycle Often. Recycle Right.® (RORR), helps educate the public on the importance of recycling and on how to improve the quality of recycled materials. As more and more communities aspire to achieve higher diversion rates, the need for clarification and simplification has grown. In addition, as recycling has evolved over the years, confusion about things such as collection systems, what can and cannot be recycled, what materials are made from, how they are packaged, and their eventual end market, has grown. Our RORR campaign simplifies recycling by promoting three basic rules:

- **Recycle all my empty bottles, cans, and paper.**
- **Keep foods and liquids out of my recycling.**
- **Keep plastic bags out of my recycling.**

These three recycling rules serve as the foundation for understanding how to recycle, while also addressing some of the common nationwide issues affecting participation rates and program sustainability. We realize that people want to do the right thing, and Waste Management’s public education and community outreach initiatives can help them do that. By emphasizing the most common recyclable products and providing helpful tips on how these materials can be recycled so they do not end up in a landfill, Waste Management hopes to significantly impact the amount of usable materials entering our recycling facilities, which helps save resources, time, energy, and raw materials.

An education outreach plan that can help make Herriman a great recycling partner
Prompts. One of the major challenges in changing behavior is simply remembering at the right time. We often forget a new habit, like flossing our teeth, because we didn’t think about it when we had the opportunity. Prompts can help with that. Our campaign reminds residents what and how to recycle where they do it most, at home.

2. Convenient solutions. The simpler an action is the more likely residents will follow through. That is why all our material focuses on three simple, key recycling messages.

Financial ability

As a wholly-owned, indirect subsidiary of Waste Management, Inc., Waste Management of Utah, Inc. does not report financial results. All financial reporting occurs through our parent entity. As a publicly traded company, Waste Management is held to the most stringent regulations for accurate and timely financial disclosure. Company revenue in 2016 was $13.6 billion with an asset base of more than $20 billion. We generate strong and consistent cash flow and have access to an extensive line of credit. Our financial strength is the foundation for our commitment to serve our customers, perform our obligations, and protect the environment in carrying out our operations.

Highest ethical standards

Whether you are selecting an architect, landscaper, or solid waste service provider, business ethics matters. Inquiring about and evaluating potential service providers’ ethical standards, policies, and safeguards is a crucial step in vendor selection. As a service provider of any type or size, long-term success is highly dependent upon establishing and supporting clear ethical standards and strict compliance with applicable laws, regulations, and best standards. Businesses rooted in ethical behavior are more successful, attract and retain the most talented employees, and build trust among their customer base and within the communities they operate.

Valuing our military veterans for their leadership, teamwork and safety skills

When it comes to developing career pathways, WM is a clear leader in recruiting, hiring, retaining and developing military veterans. We maintain a network of veteran employment outreach partners for recruiting purposes. We frequently advertise with key veteran employment resources, such as G.I. Jobs and Military Times, and we participate in more than 100 military job fairs a year.

Today, one in 14 WM employees is a veteran, spouse of a veteran, or a current reservist. Our role as one of the country’s top employers of military veterans is recognized throughout the industry. Six times, G.I. Jobs has named WM a “Top Military Friendly Employer.” Five times, the Military Times has named WM a “Best for Vets” employer, and U.S. Veterans Magazine has honored us as “Best of the Best” as a military employer.
At WM, we walk the talk, as demonstrated by the recognition received for our ethics training, ethical business practices and social responsibility:

**World’s Most Ethical Companies List:** In 2017, for the tenth year, the Ethisphere Institute recognized WM for upholding ethical business practices that benefit our employees, our partners, and the communities we serve.

**100 Best Corporate Citizens List:** Again in 2017, Corporate Responsibility Magazine named WM a top corporate citizen among public companies evaluated for corporate responsibility and sustainability performance.

**BBB Award for Excellence:** This 2017 award from the Better Business Bureau recognized WM for high ethical standards of behavior.

**FTSE4Good Index:** Also in 2017, the Financial Times and Stock Exchange (“footsie”) put WM at the top of its worldwide list of companies that meet globally recognized standards for corporate responsibility related to the environment, people, communities and governance.
SERVICES

WASTE MANAGEMENT CAN TAILOR SERVICES TO YOUR REQUEST

- **Weekly Curbside Garbage and Recycling Collections:** Collection and delivery of residential municipal solid waste (MSW) for proper disposal to the closest disposal facility. Collection and delivery of recycling materials to the nearest recycling vendor for processing. Range of pricing for garbage and recycling $10.00-$14.00 for the first container; additional containers $3.00-$5.00 range per month.
  - Collections occur on every Holiday except Thanksgiving, Christmas and New Year’s Day. Yes-although this service is based on the landfill being open and able to accept waste so Waste Management will work with TransJordan Landfill.
  - Additional Garbage and Recycle containers are available for an additional fee. $3.00-$5.00 per container per month.

- **Annual Area Cleanup:** All residents are provided with the opportunity to dispose of large bulky items in large containers one time annually as part of the service fees. There are several ways to establish this type of program and pricing fluctuates based on service requirements.

- **Container Repair/Replacement:** The District supplies, delivers, maintains, and replaces garbage and recycling containers as needed. All containers are a minimum 95 gallons.
  - Newly built homes are charged a start-up and delivery fee. Our fee structure is based on the length of the contract so this can be part of the contract and not charge residents-Herriman city can review and decide.

- **Glass Collection Site:** The District provides a glass collection site located in a central location for Herriman residents. This service is provided by a third party-Momentum Glass which could be contracted directly with the city as Waste Management doesn’t provide this service but we do provide large glass bins for bulk transport to Momentum. This is a city decision on this service.
• **Voucher Program:** The District funds the landfill fees for district residents to haul one truck, or one trailer load of green or bulk waste to the Trans Jordan, or Salt Lake Valley Landfill. This can be done; pricing varies.

• **District Community Event Participation:** District staff participates in community events. Such events include the following on an annual basis:
  - Fort Herriman Town Days Events and Parade.
  - Herriman City “Touch a Truck.”
  - Outreach and education on services and responsible recycling.
  - Youth truck safety education
  Waste Management has a strong commitment to invest in our communities and would be very proactive and participate in community events as well as continued recycling education efforts. We also have Think Green Grants to help cities with communication strategies.

• **Special and Emergency Cleanups:** These services are available at the municipality’s request and may be funded separately by each municipality pending the respective needs. Yes—we provide this service.

• **Fall Leaf Bag Program:** Residents are provided bags to dispose of leaves and may do so at the designated site within city limits. This service helps keep leaves from entering the City storm drain system to comply with EPA requirements. Yes, we provide this service and can either include it within the monthly per container cost per month or charge as a separate service.

• **Christmas Tree Collection:** Curbside collection and recycling of Christmas Trees during the month of January each year. Yes, we can provide this service. This service is usually completed within the first couple of weeks in January. This service can be included in the cost per container per month or as a separate service.

• **Box Collection:** Curbside collection for new residents to recycle moving boxes and packing materials. Yes, we can do this. This service is a charge the residents can directly request and is based on the address the box is delivered. This fee is charged when delivery is established.

• **Special Assist:** Assistance for any resident who needs help moving their containers to and from the curb. Yes this service is included within our contract and is not an additional cost.
• **Trailer Rental Program:** Both green and bulk waste containers can be rented for a fee. The rental fee includes the tipping fee for up to 2 tons. We have several services than can accomplish this—one is our “Bagster” program which the resident calls, schedules and pays for directly. The other would be an organized event, ie. A Spring or Fall Clean up which can be billed separately to the city.

• **Subscription Services for a separate fee:**
  - Weekly Curbside Green Waste Collections from mid-March to mid-December. There is a onetime start-up fee for the green waste can and the cost for delivery. Yes, we can include this seasonal service within our contract and pricing would be in the $6.00-$9.00 range based on participation totals.
  - Monthly Curbside Glass Collections for There is a onetime startup fee for the can and the costs for delivery. A third party service through Momentum Glass Recycling.

• **Provided Services**

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**Beth Holbrook | Public Sector Solutions Manager**

As Manager of Waste Management’s Public Sector Solutions, Beth is responsible for developing and administering public sector contracts for solid waste collection and disposal services and recycling programs in Utah. She coordinates with municipal customers to identify needs, develop solutions, implement effective strategies and maintain strong relationships.

*What this means for Herriman City: A dedicated professional with a wealth of knowledge of Waste Management and the industry who will focus on meeting the City’s objectives and delivering an exceptional experience.*
Jenny Reynolds | Public Sector Solutions Coordinator

Jenny has 20 years of experience at Waste Management. She started her career in the recycling department and then moved to customer service where she became a call center manager. She gained experience in dispatch and operations where she worked closely with drivers and route managers. Jenny takes great pride in delivering great service to her municipal customers.

What this means for Herriman City: The City has a dedicated, knowledgeable point of contact for billing, setup and other service questions and process in place to manage customer service issues.

Brad Kloos | Senior District Manager

Brad Kloos is the Senior District Manager for Waste Management collections and post-collections operations in Utah. He is responsible for every aspect of operations, including safety, routing, customer service, compliance, maintenance and purchasing. During his 23 years with Waste Management, Brad has managed diverse operations in California and Utah, including hauling sites, transfer stations, landfills and a Material Recovery Facility.

What this means for Herriman City: The City will be in the capable hands of an experienced senior manager with a successful track record for producing safe, efficient results.

Steven Wagner | Route Manager

Steven Wagner has 22 years of experience in the solid waste industry. He has a background as a driver, mechanic, driver manager, shops manager and a branch manager. As a Route Manager for our West Jordan office, Steve provides safe, high quality service to our customers in a highly efficient manner.

What this means for Herriman City: You gain an experienced professional with strong knowledge of the City’s streets and neighborhoods.

In addition to using clean burning CNG fuel, Herriman City’s fleet of trucks contain new near-zero emission engines. Waste Management helped pioneer this new engine, the SAL-G Near-Zero, with Cummins Westport. The SAL-G Near-Zero is the cleanest heavy-duty engine ever certified by the United States Environmental Protection Agency. In another effort to improve air quality, the engines automatically turn off after five minutes of idling to further reduce emissions conserve fuel.

Waste Watch®: Collaborating with local law enforcement to keep Herriman City neighborhoods safe
Serving the same neighborhoods each week allows Waste Management drivers to become familiar with their routes while providing exceptional customer service. Likewise, this level of familiarity enables drivers to identify when a situation does not feel right. From an abandoned car to a door left open, our drivers are in a unique position to act as an extra set of eyes and ears on your streets. Our Waste Watch program leverages this advantage by formally teaching Waste Management drivers how to observe and report suspicious activity or emergency situations to law enforcement.
DATE: September 18, 2018
TO: Herriman City Council
FROM: Wendy Thomas, CPRP, Director, Parks, Recreation and Events
MEETING: September 26, 2018 – City Council Work Meeting
SUBJECT: Eric’s Trail Re-route

BACKGROUND:

Concerns have been voiced by residents living on Rolling Brook Drive about the increase in non-motorized traffic on the recently connected Eric’s Trail. The portion of trail that is causing concern was originally cut by a developer in 2013 and is on Herriman City property. The trail ultimately came to a dead end due to a property ownership transfer of a portion of the trail with the new owner not open to the public traversing their property (Exhibit A).

The Herriman Hills Trails Committee, in coordination with the Herriman City Parks Department, designed a trail connecting existing trails from Blackridge Reservoir to the original trail, all located on Herriman City property. In several reiterations of trail design, the Trails Committee, in consultation with the contracted trail builder, found that if they connect to the original trail switchbacks cut in 2013 that exists on Herriman City Property, money could be saved.

Trail use on the newly named “Eric’s Trail” has increased due to connectivity from the Juniper Canyon area to the Blackridge and Diamondback Trails, (Exhibit B) which is likely the cause of concern. The trail has become extremely popular with the local high school mountain bike clubs and the mountain bike community. Additionally, Herriman residents have applauded the expanded opportunities to run, hike and bike in their own community, taking them from their backyards to the backcountry without having to load equipment on vehicle mounted bike racks or get in their car to drive to trails located across the valley.

OPTIONS:

The following options are available as solutions to the concerns brought forward from the residents on Rolling Brook Drive:
A. Close the trail  
B. Re-rout a portion of the switchbacks and close the vacated switchbacks to use  
C. Re-route a portion of the switchbacks and leave the remaining switchbacks in place and open to use  
D. Leave the trail as is

RECOMMENDATION:

Staff do not recommend closing the trail to use. Staff, in agreement with the Herriman Hills Trails Committee, agree that Option B or C are recommended, with C being the favored solution. This solution gives users different options for access, with re-routing the trail adding anywhere from .38 miles to .57 miles to their experience. We have a trail builder that is currently available to do the work this fall.

FINANCIAL IMPACT:

Cost of the realignment will vary depending on the slope, terrain, berms needed and the availability of trailbuilders. The approximate cost for cutting the re-route is $3.50 per linear foot plus any berms that are needed on turns. If the vacated switch backs are closed (option B), there will be an additional cost to revegetate the existing switchbacks and provide a barrier to entrance (either a berm or boulder). The homeowner voicing concern has stated his ability and desire to pay for the re-route. Exhibit C indicated the expected re-route trail and anticipate cost for the trail only.

EXHIBITS ATTACHED:

A. Original trail as cut in 2013  
B. Connected trail system (2018)  
C. Realignment proposal and anticipated cost
Old Alignment on Private Property

Old Alignment on City Property

ERIC'S TRAIL
2013

Path: Q:\GIS\Maps\Misc\2016\Trails\Design\OldTrail.mxd   9/19/2018
Option 1
Leave Existing Trail

Option 2
Proposed Alignment
.22 Miles (1,196 LFT)
Estimate $4,200

Rosecrest Bench

Option 3
Proposed Alignment
.53 Miles (2,811 LFT)
Estimate $9,900

Eric's

ERIĆ'S TRAIL
2018
BACKGROUND:
Herriman City has contracted with Landmark Design to update the Herriman City Parks, Recreation, Open Space and Trails Master Plan. The kick off meeting was held Tuesday, September 18, 2018 at Herriman City Hall.

Important dates to be aware of as we go through the process:

- October – December – Landmark Design will meet with the following user groups to obtain feedback:
  - Community Facilitators
  - Sports organizations
  - Staff
  - Trail users
  - Community Gardens, Arts Council, History Committee
  - Equestrian Users & Rodeo Committee
- October 15 – Herriman Howl – Landmark Design will have a booth at the Herriman Howl to receive feedback from community members.
- November 7 – Herriman City Senior Social – Landmark Design will have a booth at the Senior Social to receive feedback from community members.
- January TBD – Public Open House
- March – Planning Commission Recommendation and City Council Adoption

We are looking for one representative from City Council to serve on the steering committee. We will meet approximately three times between November and February.

NEXT STEPS:
- Project website setup
• The Communication Department will work with Y2K and Landmark Design to create and distribute a survey to our citizen survey pool.
• A second survey will also be developed which will be open to everyone.
DATE: September 18, 2018

TO: Herriman City Council

FROM: Wendy Thomas, CPRP, Director, Parks, Recreation and Events

MEETING: September 26, 2018 – City Council Work Meeting

SUBJECT: Electric Vehicle Charging Stations

BACKGROUND:
Council has approved up to $36,000 in the 2018-2019 Budget for the purchase and installation of Electric Vehicle Supply Equipment (EVSE). Staff have identified locations for the installation of EVSE at City Hall and have been discussing the options with Rocky Mountain Power, EVSE suppliers and consultants.

DISCUSSION:
Because there are multiple ways to procure EVSE and a variety of EVSE to select from, staff are looking for direction on whether the Council intends to charge for use (either now or later). This decision drives how the grant is written and the type of equipment purchased.

Types of Charging Stations:

(Graphic courtesy of utahev.org)
Due to the power available, equipment cost, and the type of charging that is likely to occur at this location the Rocky Mountain Power consultant recommends AC Level Two charging stations for this location.

**FISCAL IMPACT:**

EVSE Installation Project Budget (this budget includes equipment that can charge end users per kWh)

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Cost</th>
<th>Quantity</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chargepoint CPF25 Level 2 Dual Port Charging Station</td>
<td>EVSE Charging Station</td>
<td>$8,000.00</td>
<td>2</td>
<td>$16,000.00</td>
</tr>
<tr>
<td>Chargepoint CPF25 Level 2 Single Port Charging Station</td>
<td>EVSE Charging Station</td>
<td>$5,000.00</td>
<td>1</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>Earthwork, conduit, meter, line, tools, etc.</td>
<td>Labor and Supplies</td>
<td>$6,000.00</td>
<td>1</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>Paint &amp; signage</td>
<td>Labor and Supplies</td>
<td>$1,250.00</td>
<td>1</td>
<td>$1,250.00</td>
</tr>
<tr>
<td>Bollards</td>
<td>Labor and Supplies</td>
<td>$625.00</td>
<td>10</td>
<td>$6,250.00</td>
</tr>
<tr>
<td>Certified Electrician</td>
<td>Labor</td>
<td>$55.00</td>
<td>10</td>
<td>$550.00</td>
</tr>
<tr>
<td>Operation Staff</td>
<td>Labor</td>
<td>$30.00</td>
<td>20</td>
<td>$600.00</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td></td>
<td>$35,650.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Contingency 15%</strong></td>
<td></td>
<td>$5,347.50</td>
<td></td>
<td></td>
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<tr>
<td><strong>Project Total Before Incentive</strong></td>
<td></td>
<td>$40,997.50</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rocky Mountain Power Incentive</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Level 2 Charger Multi Port</td>
<td></td>
<td>$(3,500.00)</td>
<td>2</td>
<td>$(7,000.00)</td>
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<tr>
<td>Level 2 Charger Single Port</td>
<td></td>
<td>$(2,500.00)</td>
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<td>$(2,500.00)</td>
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<tr>
<td><strong>Total Incentive</strong></td>
<td></td>
<td>$(9,500.00)</td>
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<td></td>
</tr>
<tr>
<td><strong>Project Total After Incentive</strong></td>
<td></td>
<td>$31,497.50</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Estimated ongoing cost if charging for use:
- $560.00 annually paid to the ChargePoint Network for data and reporting services
- Utility Fees – average .11 per kWh during use, will vary depending on season and use
- Maintenance is minimal, less than $50.00 annually
DATE: September 5, 2018

TO: The Honorable Mayor and City Council

FROM: Gordon Haight, Assistant City Manager

SUBJECT: Annexation Agreement with Kennecott Utah Copper, LLC

RECOMMENDATION:
Staff recommends the City Council direct Staff to bring back an executable annexation agreement with Kennecott for a 267 acre annexation.

BACKGROUND:
Kennecott has filed a 267 acre annexation petition. With the filing of that petition, Kennecott has requested the City enter into an annexation agreement to help facilitate development on the property. The annexation agreement will outline what each party will be doing in association with development of the property.

FISCAL IMPACT:
The City will need to use a significant amount of City Staff. However, there is no budget amendment required for this recommendation.
DATE: September 26, 2018

TO: The Honorable Mayor and City Council

FROM: Monte Johnson

SUBJECT: Discussion on Salt Lake Community College use of Herriman Community Center.

RECOMMENDATION: Staff would like to receive direction from the Mayor and City Council regarding the use of Herriman Community Center.

DISCUSSION:
We will discuss the option of Salt Lake Community College covering the operation and maintenance costs for the Herriman Community Center.

ALTERNATIVES:

FISCAL IMPACT:
No Impact to Fiscal Budget.
Our team is proud to serve the residents of Herriman City and provide sustainable integrated waste and recycling collection services for the health and safety of our community... because not everything fits in the can.
Talking Points on the Current Recycling Dilemma

**Current Policy:** WFWRD Continues Weekly Recycling Collection Services and Will Evaluate the Cost Value During 2018.

1. WFWRD is not proposing a fee increase for services.

2. Even with the increased costs for processing recycling, the next projected needed fee increase to sustain the current service levels is 2022 if nothing else changes.

3. There is still an increased cost to deliver recycling to the Landfill for disposal.

4. The projected costs for recycling versus landfilling are illustrated on the next page.  
   > Here is the bottom-line: The projected increased cost is approximately $1.00 to recycle - versus - $.75 to landfill recycling. Roughly $.25 per home/month difference.  
   (See page 3 for more details on the costs)

**Next Steps on Evaluating:**
A customer survey was sent out in late August - early September to educate and to gain insight on the value of recycling. The results for Herriman are on the next page.
Recent Recycling Survey Results

- 877 Herriman residents responded to the Recycling Survey (6,355 responses District-wide)
- 79.9% of District residents still support recycling efforts.
  - 76.7% of Herriman residents still support recycling efforts.
  - 1.8% of Herriman residents claim that they do not recycle.
- 70.5% of District residents would support a nominal fee increase, in the next 2-3 years, to continue the recycling program.
  - 65.2% of Herriman residents would support a nominal fee increase to continue the recycling program.

<table>
<thead>
<tr>
<th>Age Group</th>
<th>District-Wide</th>
<th>Herriman</th>
</tr>
</thead>
<tbody>
<tr>
<td>18-30</td>
<td>80.87%</td>
<td>78.10%</td>
</tr>
<tr>
<td>31-45</td>
<td>83.18%</td>
<td>79.01%</td>
</tr>
<tr>
<td>46-55</td>
<td>80.37%</td>
<td>73.97%</td>
</tr>
<tr>
<td>56-65</td>
<td>77.39%</td>
<td>74.29%</td>
</tr>
<tr>
<td>66-75</td>
<td>72.23%</td>
<td>63.41%</td>
</tr>
<tr>
<td>76+</td>
<td>72.29%</td>
<td>60.00%</td>
</tr>
</tbody>
</table>
Estimated Recycling Processing Costs versus taking Recycling to the Landfill

Estimates are based on 2017 Tons and the June 2018 landfill fees and recycling fees:

- Rocky Mountain Recycling (RMR) $44.28
- Waste Management (WM) $38.42
- Landfill Fees for the majority of waste collected = $32.85 per ton.

The estimated annual cost increase to continue Recycling and not Landfill the recycling materials:

- $1,000,000/84,000 homes in the District = $11.90 per year/$.99 per month/per home.
- $760,000/84,000 homes = $9.04 per year/$.75 per month/home.

$.24 per home/mo. difference.

<table>
<thead>
<tr>
<th></th>
<th>If we Recycle</th>
<th>If we use the Transfer Station</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jan 2018</td>
<td>$34,171</td>
<td>$34,171</td>
</tr>
<tr>
<td>Feb 2018</td>
<td>$42,096</td>
<td>$42,096</td>
</tr>
<tr>
<td>Mar 2018</td>
<td>$52,374</td>
<td>$52,374</td>
</tr>
<tr>
<td>April 2018</td>
<td>$50,061</td>
<td>$62,624</td>
</tr>
<tr>
<td>Projected May 2018</td>
<td>$100,746</td>
<td>$73,220</td>
</tr>
<tr>
<td>Projected June 2018</td>
<td>$96,302</td>
<td>$70,509</td>
</tr>
<tr>
<td>Projected July 2018</td>
<td>$87,775</td>
<td>$64,013</td>
</tr>
<tr>
<td>Projected Aug 2018</td>
<td>$92,980</td>
<td>$67,708</td>
</tr>
<tr>
<td>Projected Sept 2018</td>
<td>$85,334</td>
<td>$62,280</td>
</tr>
<tr>
<td>Projected Oct 2018</td>
<td>$84,035</td>
<td>$60,727</td>
</tr>
<tr>
<td>Projected Nov 2018</td>
<td>$90,839</td>
<td>$65,836</td>
</tr>
<tr>
<td>Projected Dec 2018</td>
<td>$95,379</td>
<td>$69,660</td>
</tr>
<tr>
<td><strong>$912,092</strong></td>
<td><strong>$725,217</strong></td>
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</tr>
<tr>
<td><strong>Difference</strong></td>
<td><strong>$186,875</strong></td>
<td></td>
</tr>
</tbody>
</table>
Mayor and Council

Monthly Financial Summary

Attached is the August 2018 financial report, all of the figures are through August 31, 2018. I have presented the information in summary format, please contact me with any questions or concerns.

General Fund
The general fund has revenue exceeding expenditures through August 31, 2018 in the amount of $1,621,915 this represents an increase in fund balance. We are currently 16.67% of the year as you will see we are little ahead our projection of revenue and expenditures.

Fund Balances
I have included the fund balance and changes to fund balance during the year for all funds except water. Due to the Water Fund being accounted for with full accrual accounting a fund balance is not calculated.

Budget
The budget numbers represent the adopted budget of June 2018.

Alan W Rae
Director of Finance
**GENERAL FUND**

<table>
<thead>
<tr>
<th>8/31/2018</th>
<th>Budget</th>
<th>% of Budget</th>
</tr>
</thead>
</table>

### REVENUE

#### TAXES

<table>
<thead>
<tr>
<th>Description</th>
<th>$</th>
<th>$</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Tax</td>
<td>15,599</td>
<td>755,000</td>
<td>2.07%</td>
</tr>
<tr>
<td>Sales &amp; Use Tax</td>
<td>883,893</td>
<td>5,300,000</td>
<td>16.68%</td>
</tr>
<tr>
<td>Franchise Tax</td>
<td>313,617</td>
<td>1,981,529</td>
<td>15.83%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>1,213,109</td>
<td>8,036,529</td>
<td>15.09%</td>
</tr>
</tbody>
</table>

#### LICENSES & PERMITS

<table>
<thead>
<tr>
<th>Description</th>
<th>$</th>
<th>$</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Licenses and Permit</td>
<td>6,900</td>
<td>60,000</td>
<td>11.50%</td>
</tr>
<tr>
<td>Building &amp; Development Revenue</td>
<td>1,484,652</td>
<td>8,509,225</td>
<td>17.45%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>1,491,552</td>
<td>8,569,225</td>
<td>17.41%</td>
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</tbody>
</table>

#### INTERGOVERNMENTAL REVENUE

<table>
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<tr>
<th>Description</th>
<th>$</th>
<th>$</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class &quot;C&quot; Road Fund Allotm</td>
<td>224,185</td>
<td>1,360,000</td>
<td>16.48%</td>
</tr>
<tr>
<td>Other Intergovernmental Revenue</td>
<td>375,000</td>
<td>24,003</td>
<td>1562.30%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>599,185</td>
<td>1,384,003</td>
<td>43.29%</td>
</tr>
</tbody>
</table>

#### OTHER REVENUE

<table>
<thead>
<tr>
<th>Description</th>
<th>$</th>
<th>$</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parks/Rec Special Service District Fees</td>
<td>60,426</td>
<td>775,000</td>
<td>7.80%</td>
</tr>
<tr>
<td>Courts</td>
<td>37,165</td>
<td>170,257</td>
<td>21.83%</td>
</tr>
<tr>
<td>Miscellaneous Revenue</td>
<td>527,764</td>
<td>7,077,391</td>
<td>7.46%</td>
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<tr>
<td>Water Administrative Fee</td>
<td>863,074</td>
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<td>0.00%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>625,355</td>
<td>8,885,722</td>
<td>7.04%</td>
</tr>
</tbody>
</table>

**TOTAL GENERAL FUND REVENUE**

<table>
<thead>
<tr>
<th>$</th>
<th>$</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>3,929,201</td>
<td>26,875,479</td>
<td>14.62%</td>
</tr>
</tbody>
</table>

### EXPENDITURES

#### Governmental Activities

<table>
<thead>
<tr>
<th>Description</th>
<th>$</th>
<th>$</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Legislative</td>
<td>14,541</td>
<td>142,018</td>
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<tr>
<td>Planning Commission</td>
<td>2,436</td>
<td>30,300</td>
<td>8.04%</td>
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<tr>
<td>Legal</td>
<td>43,144</td>
<td>367,000</td>
<td>11.76%</td>
</tr>
<tr>
<td>Administration</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Administration</td>
<td>79,081</td>
<td>551,746</td>
<td>14.33%</td>
</tr>
<tr>
<td>Communications</td>
<td>100,813</td>
<td>601,287</td>
<td>16.77%</td>
</tr>
<tr>
<td>Courts</td>
<td>33,376</td>
<td>241,825</td>
<td>13.80%</td>
</tr>
<tr>
<td>Human Resources</td>
<td>88,524</td>
<td>500,045</td>
<td>17.70%</td>
</tr>
<tr>
<td>Recorder</td>
<td>51,176</td>
<td>434,800</td>
<td>11.77%</td>
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<tr>
<td>Customer Service</td>
<td>38,709</td>
<td>338,200</td>
<td>11.45%</td>
</tr>
<tr>
<td>Finance</td>
<td></td>
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<tr>
<td>Finance</td>
<td>91,676</td>
<td>672,334</td>
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<td>Information Technology</td>
<td>47,525</td>
<td>566,452</td>
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<tr>
<td>Operations</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Facilities</td>
<td>68,777</td>
<td>782,306</td>
<td>8.79%</td>
</tr>
<tr>
<td>Enforcement/Emergency</td>
<td>45,744</td>
<td>312,969</td>
<td>14.62%</td>
</tr>
<tr>
<td>Fleet Management</td>
<td>34,286</td>
<td>311,186</td>
<td>11.02%</td>
</tr>
<tr>
<td>Streets</td>
<td>102,443</td>
<td>1,641,209</td>
<td>6.24%</td>
</tr>
<tr>
<td>Snow Removal</td>
<td>-</td>
<td>185,000</td>
<td>0.00%</td>
</tr>
<tr>
<td>Storm Drain</td>
<td>24,665</td>
<td>457,282</td>
<td>5.39%</td>
</tr>
<tr>
<td>Street Signs</td>
<td>11,093</td>
<td>185,412</td>
<td>5.98%</td>
</tr>
<tr>
<td>Street Lights</td>
<td>85,909</td>
<td>562,478</td>
<td>15.27%</td>
</tr>
<tr>
<td>Parks. Recreation and Events</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total expenditures.
<table>
<thead>
<tr>
<th>Category</th>
<th>8/31/2018</th>
<th>Budget</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Events</td>
<td>128,664</td>
<td>955,358</td>
<td>13.33%</td>
</tr>
<tr>
<td>Arts &amp; Cultural Development</td>
<td>27,532</td>
<td>160,450</td>
<td>17.16%</td>
</tr>
<tr>
<td>Cemetery</td>
<td>1,743</td>
<td>84,681</td>
<td>2.06%</td>
</tr>
<tr>
<td>Parks</td>
<td>288,133</td>
<td>2,771,377</td>
<td>10.40%</td>
</tr>
<tr>
<td>Engineering</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Engineering</td>
<td>161,216</td>
<td>1,244,433</td>
<td>12.95%</td>
</tr>
<tr>
<td>GIS</td>
<td>59,597</td>
<td>410,777</td>
<td>14.51%</td>
</tr>
<tr>
<td>Planning &amp; Development</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Building</td>
<td>136,185</td>
<td>983,374</td>
<td>13.85%</td>
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<tr>
<td>Economic Development</td>
<td>41,300</td>
<td>330,404</td>
<td>12.50%</td>
</tr>
<tr>
<td>Planning</td>
<td>70,690</td>
<td>657,285</td>
<td>10.75%</td>
</tr>
<tr>
<td>Public Safety</td>
<td></td>
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<td></td>
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<tr>
<td>Police</td>
<td>428,309</td>
<td>6,106,089</td>
<td>7.01%</td>
</tr>
<tr>
<td>Transfers</td>
<td>-</td>
<td>4,424,183</td>
<td>0.00%</td>
</tr>
<tr>
<td><strong>TOTAL GENERAL FUND EXPENDITURES</strong></td>
<td>$2,307,285</td>
<td>$27,022,260</td>
<td>8.54%</td>
</tr>
<tr>
<td><strong>CHANGE IN FUND BALANCE</strong></td>
<td>$1,621,915</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Beginning Fund Balance</td>
<td>$4,866,468</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Change in Fund Balance</td>
<td>$1,621,915</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ending Fund Balance</td>
<td>$6,488,384</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>8/31/2018</td>
<td>Budget % of Budget</td>
<td>Fund Balance</td>
</tr>
<tr>
<td>-----------------------</td>
<td>-----------</td>
<td>--------------------</td>
<td>--------------</td>
</tr>
<tr>
<td><strong>PARK IMPACT FEE FUND</strong></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Revenue</td>
<td>$814,132</td>
<td>$4,006,500</td>
<td>20.32%</td>
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<tr>
<td>Expenditures</td>
<td>$911,717</td>
<td>$1,170,000</td>
<td>77.92%</td>
</tr>
<tr>
<td>Change in Fund Balance</td>
<td>($97,585)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Beginning Fund Balance</td>
<td></td>
<td></td>
<td>$4,256,042</td>
</tr>
<tr>
<td>Change in Fund Balance</td>
<td></td>
<td></td>
<td>($97,585)</td>
</tr>
<tr>
<td>Ending Fund Balance</td>
<td></td>
<td></td>
<td>$4,158,457</td>
</tr>
</tbody>
</table>

| **STORM DRAIN IMPACT FEE FUND** |           |                    |              |
| Revenue               | $134,356  | $1,650,000         | 8.14%        |
| Expenditures          | $124,726  | $1,650,000         | 7.56%        |
| Change in Fund Balance| $9,630    |                    |              |
| Beginning Fund Balance|           |                    | $1,763,290   |
| Change in Fund Balance|           |                    | $9,630       |
| Ending Fund Balance   |           |                    | $1,772,920   |

| **ROAD IMPACT FEE FUND** |           |                    |              |
| Revenue               | $585,294  | $2,704,500         | 21.64%       |
| Expenditures          | $317,854  | $2,704,500         | 11.76%       |
| Change in Fund Balance| $267,340  |                    |              |
| Beginning Fund Balance|           |                    | $2,545,549   |
| Change in Fund Balance|           |                    | $267,340     |
| Ending Fund Balance   |           |                    | $2,812,889   |

| **NEW DEVELOPMENT STREET LIGHTS** |           |                    |              |
| Revenue               | $79,055   | $700,000           | 11.29%       |
| Expenditures          | $134,840  | $700,000           | 19.26%       |
| Change in Fund Balance| ($55,785) |                    |              |
| Beginning Fund Balance|           |                    | $374,589     |
| Change in Fund Balance|           |                    | ($55,785)    |
| Ending Fund Balance   |           |                    | $318,804     |

| **HERRIMAN CITY SAFETY ENFORCEMENT AREA** |           |                    |              |
| Revenue               | $-        | $5,400,000         | 0.00%        |
| Expenditures          | $734,082  | $5,400,000         | 13.59%       |
| Change in Fund Balance| ($734,082)|                    |              |
| Beginning Fund Balance|           |                    | $21,868      |
| Change in Fund Balance|           |                    | ($734,082)   |
| Ending Fund Balance   |           |                    | ($712,214)   |

| **NEW DEVELOPMENT STREET SIGNS** |           |                    |              |
| Revenue               | $14,855   | $200,000           | 7.43%        |
| Expenditures          | $6,257    | $200,000           | 3.13%        |
| Change in Fund Balance| $8,598    |                    |              |
| Beginning Fund Balance|           |                    | $309,834     |
| Change in Fund Balance|           |                    | $8,598       |
| Ending Fund Balance   |           |                    | $318,432     |

| **HERRIMAN TOWNE CENTER CDA/SAA** |           |                    |              |
| Revenue               | $30,394   | #DIV/0!            |              |
| Expenditures          | $848,016  | #DIV/0!            |              |
| Change in Fund Balance| ($817,622)|                    |              |
| Beginning Fund Balance|           |                    | ($817,622)   |
| Change in Fund Balance|           |                    | ($817,622)   |
| Ending Fund Balance   |           |                    | ($817,622)   |

| **HERRIMAN BUSINESS CENTER CDA** |           |                    |              |
| Revenue               | $-        | $3,354,025         | 0.00%        |
| Expenditures          | $-        | $3,354,025         | 0.00%        |
| Change in Fund Balance| $-        |                    |              |
| Beginning Fund Balance|           |                    | $3,864,512   |
| Change in Fund Balance|           |                    | $3,864,512   |
| Ending Fund Balance   |           |                    | $3,864,512   |

| **HERRIMAN TOWNE CENTER-CITY HALL** |           |                    |              |
| Revenue               | $3        | #DIV/0!            |              |
| Expenditures          | $-        | #DIV/0!            |              |
| Change in Fund Balance| $3        |                    |              |
| Beginning Fund Balance|           |                    | $641,865     |
| Change in Fund Balance|           |                    | $641,865     |
| Ending Fund Balance   |           |                    | $641,865     |

| **CAPITAL PROJECTS** |           |                    |              |
| Revenue               | $72,042   | $6,789,021         | 1.06%        |
| Expenditures          | $2,350    | $6,789,021         | 0.03%        |
| Change in Fund Balance| $69,692   |                    |              |
| Beginning Fund Balance|           |                    | $377,827     |
| Change in Fund Balance|           |                    | $69,692      |
| Ending Fund Balance   |           |                    | $447,519     |
### WATER FUND

#### REVENUE

<table>
<thead>
<tr>
<th>Description</th>
<th>8/31/2018</th>
<th>Budget</th>
<th>% of Budget</th>
<th>Fund Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Operating Income</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Sales</td>
<td>$2,479,501</td>
<td>$8,923,002</td>
<td>27.79%</td>
<td></td>
</tr>
<tr>
<td>Secondary Water Sales</td>
<td>308,431</td>
<td>687,500</td>
<td>44.86%</td>
<td></td>
</tr>
<tr>
<td>Connection Fees</td>
<td>92,842</td>
<td>588,825</td>
<td>15.77%</td>
<td></td>
</tr>
<tr>
<td>Other Operating Income</td>
<td>78,823</td>
<td>587,843</td>
<td>13.41%</td>
<td></td>
</tr>
<tr>
<td><strong>Total Operating Income</strong></td>
<td>$2,959,596</td>
<td>$10,787,170</td>
<td>27.44%</td>
<td></td>
</tr>
<tr>
<td><strong>Operating Expenses</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administration</td>
<td>$68,031</td>
<td>$2,602,570</td>
<td>2.61%</td>
<td></td>
</tr>
<tr>
<td>Maintenance</td>
<td>847,983</td>
<td>5,636,472</td>
<td>15.04%</td>
<td></td>
</tr>
<tr>
<td>Blue Stakes</td>
<td>6,766</td>
<td>107,919</td>
<td>6.27%</td>
<td></td>
</tr>
<tr>
<td>Secondary Water</td>
<td>77,553</td>
<td>464,000</td>
<td>16.71%</td>
<td></td>
</tr>
<tr>
<td><strong>Total Operating Expenses</strong></td>
<td>$1,000,333</td>
<td>$8,810,961</td>
<td>11.35%</td>
<td></td>
</tr>
<tr>
<td>Total Income from Operations</td>
<td>$1,959,263</td>
<td>$1,976,209</td>
<td>99.14%</td>
<td></td>
</tr>
<tr>
<td>Non-Operating Revenue</td>
<td>$258,900</td>
<td>$258,900</td>
<td>0.00%</td>
<td></td>
</tr>
<tr>
<td>Non-Operating Expenses</td>
<td>$1,800,000</td>
<td>$1,800,000</td>
<td>0.00%</td>
<td></td>
</tr>
<tr>
<td><strong>Total Income or (Expense)</strong></td>
<td>$1,959,263</td>
<td></td>
<td></td>
<td>Equity 55,509,175</td>
</tr>
</tbody>
</table>

### WATER RIGHTS IMPACT FEE FUND

<table>
<thead>
<tr>
<th>Description</th>
<th>8/31/2018</th>
<th>Budget</th>
<th>% of Budget</th>
<th>Fund Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenue</td>
<td>$524,584</td>
<td>$2,832,500</td>
<td>18.52%</td>
<td>Beginning Fund Balance $10,181,829</td>
</tr>
<tr>
<td>Expenditures</td>
<td>73,982</td>
<td>2,832,500</td>
<td>2.61%</td>
<td>Change in Fund Balance 450,603</td>
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<tr>
<td>Change in Fund Balance</td>
<td>$450,603</td>
<td></td>
<td></td>
<td>Ending Fund Balance $10,632,432</td>
</tr>
</tbody>
</table>

### WATER IMPACT FEE FUND

<table>
<thead>
<tr>
<th>Description</th>
<th>8/31/2018</th>
<th>Budget</th>
<th>% of Budget</th>
<th>Fund Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenue</td>
<td>$605,283</td>
<td>$4,510,000</td>
<td>13.42%</td>
<td>Beginning Fund Balance $13,962,126</td>
</tr>
<tr>
<td>Expenditures</td>
<td>1,405,135</td>
<td>4,510,000</td>
<td>31.16%</td>
<td>Change in Fund Balance $(799,852)</td>
</tr>
<tr>
<td>Change in Fund Balance</td>
<td>$(799,852)</td>
<td></td>
<td></td>
<td>Ending Fund Balance $13,162,274</td>
</tr>
</tbody>
</table>
Herriman City Staff Report  
City Council Meeting 09-19-18

Agenda Item: Approval to add Herriman Police Department fees to the Herriman City Master Fee Schedule

Staff Report submitted by: Alan Rae

Recommended City Council Action: Adoption

BACKGROUND:
Herriman Police Department as a new agency has not adopted a fee schedule and the current Herriman City fee schedule does not include the fees required by the police department. This proposal would add the police fees to the master schedule of Herriman City.

SUPPORT MATERIALS:

Herriman City Police Agency Fee Schedule

FINANCIAL IMPACT:

None

Respectfully Submitted:  

Alan Rae
HERRIMAN CITY POLICE

Agency Fee's

Effective October 2018

CASE REPORTS:
- First Initial Report.......................... $10.00
- Additional pages- Witness Statements, Follow-up Reports............. $1.00
- Traffic Accidents (Includes DI-9 & witness statements if requested) $10.00
- CAD Call......................................... $1.00

FINGERPRINTS: (Monday and Friday)
- First Card:............................................. $10.00
- Additional Cards.................................. $1.00

CLEARANCE LETTERS: (up to 3 letters)................................. $10.00

SEX OFFENDER REGISTRATION:.......................... $25.00
SEX OFFENDER DNA FEE:............................... $25.00

RECORDS HOURLY:........................................ $30.00
 ONE HOUR MINIMUM

DIGITAL PHOTOS: (per page) (6 photos/page)......................... $15.00

AUDIO/CD/VCD/ DVD:.................................. $30.00

FALSE ALARM FEES
- 1st Time (in a year).............................. No Charge
- 2nd Time (in a year)............................ No Charge
- 3rd Time (in a year)............................. $62.00
- Thereafter (in a year)......................... $124.00
- False Alarm Late Fee....................... $11.00

VEHICLE FEE FOR CONTRACTUAL SERVICE.......................... $3.00 per hour
 FOUR HOUR MINIMUM

HPD-R-115 08/18
DATE: September 26, 2018

TO: The Honorable Mayor and City Council

FROM: Blake Thomas, City Engineer

SUBJECT: Surplus Approx. 0.48 of Real Property located at 4900 W 12600 S

RECOMMENDATION: Declare the property as surplus to be sold or exchanged for the highest and best use.

DISCUSSION: There is a 0.48 ac parcel that was given to Herriman City from UDOT when Mountain View Corridor was constructed. Since that time it has been determined that not all of the parcel will be needed for the future right-of-way improvements to 12600 South/Herriman Boulevard. A portion of this parcel will be required for future park strip and sidewalk improvements. These requirements, as well as any addition right-of-way, will be required to be provided by the developer of the property when the parcel develops.

ALTERNATIVES: Not declare the property as surplus.

FISCAL IMPACT: None