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

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

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

2. Council Business – 5:15 PM
   2.1. Review of this Evening’s Agenda
   2.2. Future Agenda Items

3. Administrative Reports
   3.1. Discussion of a Text Change to the Land Development Code regarding Various Alcohol Licenses (File No. Z2018-11) – Michael Maloy, City Planner
   3.2. Discussion relating to the Development within the Proposed Annexation Area – Michael Maloy, City Planner
   3.3. Discussion relating to Building Setbacks – Michael Maloy, City Planner
   3.4. Presentation of the proposed Annexation Agreement – Gordon Haight, Assistant City Manager
   3.5. Joint Land Use Study (JLUS) Update Discussion – Gordon Haight, Assistant City Manager
   3.6. Anthem Commercial Agreement Discussion – Gordon Haight, Assistant City Manager
   3.7. Discussion relating to Surplus Property – Gordon Haight, Assistant City Manager
   3.8. Discussion pertaining to the funding for Master Plans and Impact Fee Studies – Blake Thomas, City Engineer
   3.9. City Manager Updates – Brett Wood, City Manager

4. Adjournment

7:00 PM - GENERAL MEETING:

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

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

3. Mayor and Council Board and Committee Reports

4. Reports, Presentations and Appointments
   4.1. Housing Gap Affordability Presentation – Abby Osborne, Vice President of Public Policy and Government Relations, Salt Lake Chamber
   4.2. Herriman Police Department Update – Troy Carr, Police Chief

5. Consent Agenda
   5.1. Approval of the September 12, 2018 City Council Meeting Minutes
   5.2. Approval of an Ordinance adopting a Veterans Committee – Wendy Thomas, Director of Parks, Recreation and Events
   5.3. Approval of an Ordinance Protecting certain Records of South Valley Sewer District – Justun Edwards, Public Works Director
   5.4. Approval of a Resolution approving an Interlocal Cooperative Agreement between Herriman City and Salt Lake County regarding Corridor Preservation Funds for Autumn Crest Right-of-Way – Blake Thomas, City Engineer

6. Public Hearing
   6.1. Public Hearing on the proposed Kennecott Utah Copper, LLC Annexation – Jackie Nostrom, City Recorder

7. Calendar
   7.1. Meetings
      7.1.1. October 18 – Planning Commission Meeting 7:00 p.m. Cancelled
      7.1.2. October 24 – City Council Work Meeting 5:00 p.m.; City Council Meeting 7:00 p.m.
   7.2. Events
      7.2.1. 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. **Recommence to Work Meeting (If Needed)**

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

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

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

I, Jackie Nostrom, certify the foregoing agenda was emailed to at least one newspaper of general circulation within the geographic jurisdiction of the public body, at the principal office of the public body, on the Utah State Public Notice website [www.utah.gov/pmn/index.html](http://www.utah.gov/pmn/index.html) and on Herriman City’s website at [www.herriman.org](http://www.herriman.org).

*Posted and Dated this 4th day of October, 2018*

Jackie Nostrom, MMC
City Recorder
Request
Herriman City is proposing a text change to Title 10 of the Herriman City Code, to add various alcohol licenses to chapter 16, Table of Uses. This item is on the work meeting for discussion only.

Notice
The City posted the public hearing notice in the newspaper on September 9, 2018 and on the Herriman City website on September 10, 2018. As of the date of this report, staff has not received any public comments regarding the proposed text change.

Process
A text change is a legislative action. The Planning Commission holds a public hearing and makes a recommendation to the City Council. The City Council will then hold a public meeting to discuss the item and make the final decision. The Planning Commission held a public hearing on September 20, 2018, and recommended approval of the text change.

Discussion
The State Department of Alcohol Beverage Control (DABC) has several different types of alcohol licenses. Most of these uses are not currently listed in our ordinance, and are therefore not allowed. During a joint work meeting with the Planning Commission and City Council on August 30, 2018, staff was directed to change the ordinance to allow all the alcohol licenses within the State code. The uses have been added to Chapter 16, Table of Uses, in the C-2, M-1, T-M, and MU-2 zones.

The uses are listed as Alcoholic Beverage Licenses. They are only to indicate that a license for that use is allowed in that zone. The main use would still be required to go through a site plan or conditional use process. For example, an alcohol license for a full-service restaurant is a permitted use. The restaurant would still have to go through the site plan review process required of any permitted use.
This change will also require significant changes to Title 3, Business and License Regulations. This includes the proximity requirements, consistent with State Statute. This is not part of the Land Development Code and is not required to be recommended by the Planning Commission. The changes to the Business License regulations will be adopted by the City Council at the same time as the changes to the Land Use Table adding the alcohol licenses.

**Recommendation**
No action is required at this time. The City Council could give staff feedback on the proposed text change.

**Attachments**

A. Proposed Text change to Chapter 16
#### Table of Uses

Legend: "P" = permitted use, "C" = conditional use

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16. All uses under Alcoholic Beverages shall comply with the applicable Utah State Statute and all the requirements of Herriman City Title 3, Business and License Regulations.
DATE: October 3, 2018

TO: The Honorable Mayor and Members of the City Council

FROM: Michael Maloy, AICP, Planning Director

MEETING: City Council Work Meeting October 10, 2018

REQUEST: Discussion of Commercial Development within Proposed Annexation

Summary:

Staff will brief the City Council on plans to develop a light manufacturing facility on approximately 30 acres of property that is located within the proposed annexation being reviewed by the City. Whereas the property is currently within the jurisdiction of Salt Lake County, the process also requires coordination with the County.

Discussion:

To facilitate the anticipated development, staff has outlined the following steps:

- The applicant will submit a conditional use and preliminary subdivision application to the City by October 15.
- The applicant will submit a “grading only” permit to the County late October or early November. To meet the proposed construction timeline, the grading permit must be issued by the County no later than November 15. Grading will begin at the sole risk and responsibility of the applicant. No further approval is implied or guaranteed by issuance of grading permit.
- The applicant will submit a building permit application to the City for review of the site plant, civil engineering, and building shell in November. Concurrent plan review is allowed by City Code.
- City will hold a Planning Commission public hearing on the proposal on November 15.
- If necessary, an additional Planning Commission meeting may be held on December 6.
- If the proposed annexation is approved, the annexation will be effective January 1.
- Planning Commission will meet on January 3 to consider approval of conditional use permit and preliminary subdivision.
Staff Memo

- Pending approval of the annexation, conditional use, and preliminary subdivision applications, a building permit may be issued by the City on January 4.

**Recommendation:**

No further administrative or legislative action is required at this time.
DATE: October 3, 2018

TO: The Honorable Mayor and Members of the City Council

FROM: Michael Maloy, AICP, Planning Director

MEETING: City Council Work Meeting October 10, 2018

REQUEST: Discussion relating to Building Setbacks

Summary:
One or more members of the Herriman City Council have requested a discussion on minimum building setbacks within agricultural, residential, and mixed use zones. To facilitate this discussion, staff has prepared the following excerpts from Herriman City Code for reference:


<table>
<thead>
<tr>
<th>Zone</th>
<th>Front Yard</th>
<th>Side Yard</th>
<th>Rear Yard</th>
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<tbody>
<tr>
<td>A-.25 and A-.50</td>
<td>25'</td>
<td>1 side yard: 8'</td>
<td>Single-family dwelling: 25'</td>
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<td></td>
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<td>Both side yards: 18'</td>
<td>Any portion of uncovered or covered patio or deck: 20'</td>
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<td>Corner lot: 20' from street</td>
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<td>A-1</td>
<td>25'</td>
<td>1 side yard: 10'</td>
<td>Same as above</td>
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<td></td>
<td>Both side yards: 20'</td>
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<td>Corner lots: 20' from street</td>
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Chart 10.10.B Minimum Yard for Residential (in residential zones):

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<tr>
<th>Zone</th>
<th>Front Yard</th>
<th>Side Yard</th>
<th>Rear Yard</th>
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<tbody>
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<td>R-1-10 R-1-15</td>
<td>25'</td>
<td>1 side yard: 8'</td>
<td>Single-family dwelling: 25'</td>
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<td></td>
<td></td>
<td>Both side yards: 18'</td>
<td>Any portion of uncovered or covered patio or deck: 20'</td>
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<td>Corner lot: 20' from street</td>
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<td>R-1-21</td>
<td>25'</td>
<td>1 side yard: 10'</td>
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<td>Both side yards: 20'</td>
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<td>Corner lots: 20' from street</td>
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<td>R-1-43</td>
<td>25'</td>
<td>15'</td>
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<td>R-2-10 R-2-15</td>
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<td>Determined with planned unit development approval</td>
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<td>Driveways: 24' from back of sidewalk; 10% maximum slope unless specifically engineered, but shall not exceed 20%</td>
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<td>Determined with planned unit development approval</td>
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<td>Structures over 25' (both side yards): 20' plus 1' for each 2' above 25'</td>
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Building setbacks—or yard requirements—are legally sanctioned and widely used to ensure adequate access to light and air. Minimum and maximum building setbacks are routinely employed by both cities and developers to promote community design, improve public safety, and protect privacy among other desirable objectives. According to the American Planning Association, setbacks are:

“Often contained within the zoning code, and closely linked to density and massing considerations, setbacks include front, rear, and side-yard setbacks. When density is higher, setbacks are typically smaller. Urban conditions may not require setbacks.”

As implied in the preceding statement, setbacks vary in response to local context, conditions, and preferences. Within a municipality or county, setbacks are established by ordinance. While setbacks are specified in City Code, they may be modified by approval of a planned development, development agreement, or variance.

**Recommendation:**

Discussion only. No legislative action is required by the City Council at this time.
DATE: October 10, 2018

TO: The Honorable Mayor and City Council

FROM: Gordon Haight, Assistant City Manager

SUBJECT: Annexation Agreement

RECOMMENDATION:
The City Council review the bullet point for the Annexation Agreement with Kennecott and provide comments and recommendation.

BACKGROUND:
Kennecott has signed and Annexation Petition to annex 267 acres into the City. Kennecott has requested an annexation agreement to be part of the annexation. There have been several meetings with Kennecott in discussion what should be in the annexation agreement. Attached are the current draft points that are being considered for the final draft of the annexation agreement. Staff plans to have a final copy of the annexation agreement to the City Council on the October 24th meeting.

DISCUSSION:
Attached is a copy of the draft Annexation Agreement.
ANNEXATION AGREEMENT

This Annexation Agreement (the “Agreement”) is made and entered into by and between Herriman (the “City”), a Utah municipality, and Kennecott Utah Copper LLC, a Utah limited liability company (the “Owner”). (The City and Owner are collectively referred to herein as the “Parties.”)

RECITALS

A. Owner own real property that is currently located in unincorporated Salt Lake County, Utah, that it desires to annex into the City.

B. Owner has filed a Notice of Intent and a Petition for Annexation with the City to annex the Property into the City.

C. The City desires to annex the Property to the City, on the terms and conditions set forth herein.

D. The City finds that the annexation of the Property will further the orderly growth of the City, increase its tax assessable values, and be in the best interest of the City.

E. The City, acting pursuant to its authority under the Utah Municipal Land Use, Development, and Management Act (Utah Code Ann. § 10-9a-101, et seq.) and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has made certain determinations with respect to the proposed annexation of the Property, and, in the exercise of its legislative discretion, has determined to approve this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants, promises, and agreements of each of the Parties hereto, to be kept and performed by each of them, Owner and City hereby agree as follows:

1. AUTHORITY

   a. The City Council of the City (“Council”) has found that annexing the Property pursuant to the terms and conditions of this Agreement is beneficial to the City and furthers the health, safety and welfare of the City and its residents by, among other things, providing for the orderly growth of the City. The City Council finds that annexing the Property is consistent with and authorized by laws applicable to the City and ordinances and policies established by the City.

   b. The Owner represent that it is the owner of the Property and the person signing in a representative capacity is authorized by the Owner to execute this agreement.
2. **ANNEXATION**

Owner has filed a petition for annexation with the City, which the City intends to accept for further consideration.

3. **ZONING OF PROPERTY**

Pursuant to authority granted to the City by Utah Code Ann. §10-9a-506 (which authorizes the City to designate a land use zone for annexed property), the City agrees to approve a land use zone(s) for the Property as __________. The land use designation of the Property shall be part of or in conjunction with an Annexation Ordinance.

4. **LEGAL NONCONFORMING USE**

The Owner currently operates a construction yard and construction trailer on the annexed property in the area more specifically identified on the attached map. City agrees that such use legal exists as of the date hereof and that such use is a “nonconforming use” as that term is defined in Utah Code Ann. 10-9a-103 (37) and that Owner may continue such use.

5. **U-111/WATER LINES**

The City at its cost agrees to design the relocation of U-111 tentatively in the location depicted on the attached map. Design for the relocation of U-111 includes design of two water lines to serve Herriman water zones 3 and 4 also as tentatively depicted on the attached map and completion of an environmental impact statement for the construction of U-111. The Owner at its cost agrees to provide right of way including temporary constriction easements for the relocation of U-111 and the two water lines to serve Herriman water zones 3 and 4. Upon completion of the environmental impact statement and Owner’s conveyance to the City of the necessary interest in real property as contemplated in this paragraph the City will diligently pursue constriction/installation of the relocated U-111 and the two water lines. It is the Parties intent that construction/installation be complete in the winter of 2019.

6. **ADDITIONAL ANNEXATIONS**

The Parties agree that they will engage in land use planning process before addition real property owned by Owner is annexed into the City. Planning includes consideration of residential uses with respect to such additional real property owned by Owner.

7. **GENERAL PROVISIONS**

a. **Police Powers.** Nothing in this Agreement shall constitute or be interpreted as a repeal of existing codes or ordinances or as a waiver or abnegation of City's legislative, governmental, or police powers to promote and protect the health, safety, or general welfare of the municipality or its inhabitants; nor shall this Agreement prohibit the enactment by City of any fee which is of uniform or general application.
b. **Partnership.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the Owner and the City. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

c. **Cooperation.** In the event that the annexation of the Property or any portion thereof is voided by final action of any court, the City and Owner shall cooperate to cure the legal defect(s), and upon such cure, this Agreement shall be deemed to be an Agreement to annex the Property to City.

d. **Amendment.** There shall be no modification of this Agreement except in writing, executed with the same formalities as this instrument.

e. **Term.** This Agreement shall terminate and expire one (1) year from the effective date of the annexation. Thereafter, so long as the Property is located within the municipal boundaries of City, it shall continue to be subject to the charter, ordinances, and rules and regulations of City.

8. **ADDITIONAL PROVISIONS**

   a. **Titles and Captions.** All section or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed part of this Agreement and shall in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts hereof.

   b. **Pronouns and Plurals.** Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plurals and vice versa.

   c. **Applicable Law.** The provisions of this Agreement shall be governed by and construed in accordance with the laws of the state of Utah. Notwithstanding anything to the contrary, the City will not perform any act or does not promise to perform any act that is not consistent with federal or state law.

   d. **Integration.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.

   e. **Notice.** Any notices or other communications required to be given pursuant to this Agreement shall be deemed to have been given if delivered personally or mailed to the parties by first-class mail, postage prepaid, addressed as follows:

   The City: Herriman
   Attn: __________________________
   5355 West Herriman Main Street
   Herriman, Utah 84096
The Owner: Kennecott Utah Copper LLC,
4700 W. Daybreak Parkway, Suite 3S
South Jordan, UT  84095

f. **Time.** Time is the essence hereof.

g. **Survival.** All agreements, covenants, representations and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

h. **Waiver.** No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

i. **Rights and Remedies.** The rights and remedies of the Parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions hereof.

j. **Severability.** In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

k. **Exhibits.** All exhibits annexed to this Agreement and recitals are expressly made a part of this Agreement as though completely set forth herein. All references to this Agreement, either in this Agreement itself or in any of such writings, shall be deemed to refer to and include this Agreement and all such exhibits, writings, and recitals.

l. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

m. **Authorization.** The Mayor and Recorder have been authorized by a resolution or ordinance duly adopted by the City Council of the City to execute and deliver this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first executed below.
CITY: HERRIMAN
A Utah Municipality,

By: __________________________
Brett geo Wood, City Manager

ATTEST:________________________________
Jackie Nostrom, MMC
City Recorder

KENNECOTT UTAH COPPER LLC

By: __________________________
Its: __________________________
DATE: October 10, 2018

TO: The Honorable Mayor and City Council

FROM: Gordon Haight, Assistant City Manager

SUBJECT: Joint Land Use Study (JLUS) Update Application

RECOMMENDATION:
The City Council support to participate in a JLUS update with Camp Williams and surrounding communities.

BACKGROUND:
In 2012 Herriman participated in a JLUS with Camp Williams that resulted in changes to the City’s General Plan based on the recommendations from the study. The study also led to approval of the Army Compatible Use Buffer program. This has allowed the City to purchase property buffering Camp Williams. The JLUS update will address concerns by neighboring communities regarding infrastructure.

DISCUSSION:
See the attached letter from General Smith.
MEMORANDUM FOR Office of Economic Adjustment, ATTN: Mr. Patrick O’Brien,
2231 Crystal Dr. #520, Arlington, VA 22202

SUBJECT: Request for Targeted Update to 2012 Camp Williams Joint Land Use Study (JLUS)

1. The Utah Army National Guard requests a targeted update to the JLUS completed in October 2012 by the Matrix Group.

2. Since the time of its completion and implementation, several high and medium priority encroachment issues have surfaced that have negative effects to our current and long term ability to conduct training at Camp Williams.

3. Camp Williams was approved for an Army Compatible Use Buffer Program in September of 2015 and has made great strides to combat the effects of incompatible development; however, other encroachment and resiliency issues such as transportation, fire hazard due to climate change, and perimeter security concerns have increased due to rapid growth in the area.

4. We would like this study to look at transportation needs surrounding Camp Williams that effect our ability to mobilize Soldiers and units and provide access to gates that facility our resupply efforts. Secondly, we would also like to look at ways reduce or eliminate the lost training days we suffer due to Red Flag fire days. And lastly, we would like to look at means to adequately provide perimeter security to the training area while considering the environmental and habitat needs of migrating deer herds.

5. While we are employing all other measures in an attempt to ensure our military needs are met within this landscape, we feel this targeted update will adequately address the needs of the military and bring all stakeholders together in a common effort that allows the communities to grow but also provide resilience to our long term training requirements.

TYLER B. SMITH
Brigadier General
Assistant Adjutant General, Army
DATE: October 4, 2018

TO: The Honorable Mayor and City Council

FROM: Gordon Haight, Assistant City Manager

SUBJECT: Anthem Commercial Agreement Discussion

RECOMMENDATION:
The City Council comment and make recommendations to the Anthem Commercial Agreement.

BACKGROUND:
The City is working with the commercial developer of the Anthem Commercial property. As part of the process City staff has been working on an agreement to get a grocery store anchor.

DISCUSSION:
Staff will present the terms of the agreement at the work meeting.
STAFF REPORT

DATE: October 3, 2018

TO: The Honorable Mayor and City Council

FROM: Gordon Haight, Assistant City Manager

SUBJECT: Surplus Property Discussion

RECOMMENDATION:
The City Council review two parcels of property owned by the City, and determine if the City Council is interested in directing staff to start the surplus property process to sell one or both properties.

BACKGROUND:
The City has two properties that commercial brokers have made inquiries about purchasing. The first parcel is 15.5 acres. The appraisal for the property is $5,230,000. The property is contaminated with elevated levels of lead and arsenic. The City has received several cost estimates from contractors for cleaning the property. They range from $4M-$5.9M to remove the contamination.

The second parcel owned by the City is approximately 2.5 acres. An appraisal is underway on this parcel. The property has been subdivided and has been planned for future commercial.

DISCUSSION:
The information on both properties is attached.
DATE: October 4, 2018

TO: The Honorable Mayor and City Council

FROM: Blake Thomas, City Engineer

SUBJECT: Discussion on budget amounts for Master Plans and Impact Fee Studies

RECOMMENDATION:
Provide direction to staff to begin studies.

DISCUSSION:
There is a need to update the Transportation, Storm Drain, and Water Master Plans and Impact Fee Studies with the finalization of the Dansie project and the upcoming Kennecott annexation. Staff is looking for approval from the City Council to enter into contracts with consultants to complete these studies with the anticipation that a final budget for these studies will be approved later in a budget amendment.

FISCAL IMPACT:
Amounts are TBD and are eligible to be paid for by impact fees collected for each respective system.
Noticing the looming housing affordability crisis, the Salt Lake Chamber commissioned a report through the Kem C. Gardner Policy Institute.

Natalie Gochnour describes it as a landmark study on housing affordability.

To the best of our knowledge, this is the only study of its kind in the nation that proactively addresses the housing affordability issue before a crisis hits like we see today in San Francisco, San Jose and Seattle.
UTAH HOUSING UNIT VS. UTAH HOUSEHOLD GROWTH

Source: U.S. Census Bureau and Ivory-Boyer Construction Database
PROJECTED INCREASE IN HOUSEHOLDS IN UTAH 2017-2022

Source: Kem C. Gardner Policy Institute
• Based on this growth rate, the value of a $125,000 home in Utah in 1991 has increased to $347,000 by 2017, but at the national growth rate that same home has increased to only $184,000 by 2017.
### Sales Price of a Single Family Home

**Median Sales Price: Percent Change 1991 – 2017**

<table>
<thead>
<tr>
<th>Rank</th>
<th>Metro Area</th>
<th>1991 1&lt;sup&gt;st&lt;/sup&gt; Qtr.</th>
<th>2017 4&lt;sup&gt;th&lt;/sup&gt; Qtr.</th>
<th>Percent Change</th>
<th>AAGR</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Boulder, Colorado</td>
<td>$95,000</td>
<td>$484,000</td>
<td>410%</td>
<td>5.6%</td>
</tr>
<tr>
<td>2</td>
<td>Greeley, Colorado</td>
<td>$66,000</td>
<td>$324,000</td>
<td>391%</td>
<td>5.4%</td>
</tr>
<tr>
<td>3</td>
<td>San Francisco, California</td>
<td>$265,000</td>
<td>$1,257,000</td>
<td>374%</td>
<td>5.2%</td>
</tr>
<tr>
<td>4</td>
<td>Fort Collins, Colorado</td>
<td>$78,000</td>
<td>$361,000</td>
<td>363%</td>
<td>5.1%</td>
</tr>
<tr>
<td>5</td>
<td>Portland, Oregon</td>
<td>$80,000</td>
<td>$364,000</td>
<td>355%</td>
<td>5.0%</td>
</tr>
<tr>
<td>6</td>
<td>San Jose, California</td>
<td>$220,000</td>
<td>$945,000</td>
<td>330%</td>
<td>4.7%</td>
</tr>
<tr>
<td>7</td>
<td>Salt Lake City, Utah</td>
<td>$76,000</td>
<td>$307,000</td>
<td>304%</td>
<td>4.4%</td>
</tr>
<tr>
<td>8</td>
<td>Reno, Nevada</td>
<td>$103,500</td>
<td>$415,000</td>
<td>301%</td>
<td>4.3%</td>
</tr>
<tr>
<td>9</td>
<td>Colorado Springs, Colorado</td>
<td>$70,000</td>
<td>$275,000</td>
<td>293%</td>
<td>4.2%</td>
</tr>
<tr>
<td>10</td>
<td>Seattle, Washington</td>
<td>$130,000</td>
<td>$501,000</td>
<td>285%</td>
<td>4.1%</td>
</tr>
<tr>
<td>11</td>
<td>Eugene, Oregon</td>
<td>$67,000</td>
<td>$255,000</td>
<td>281%</td>
<td>4.0%</td>
</tr>
<tr>
<td>12</td>
<td>Provo-Orem, Utah</td>
<td>$80,000</td>
<td>$302,000</td>
<td>278%</td>
<td>4.0%</td>
</tr>
</tbody>
</table>

*111 metropolitan areas.

**Source:** National Home Builders Association
PRICED OUT

• Part of our growth and prosperity in this state is due to the fact that so many Utahns want to stay here, close to their families and in the communities they love. The way things are going, that simply won't be possible for many. *They’ll be priced out.*

• This affects every industry and every profession.

• A first year teacher in Nebo School District can afford 1% of the housing market. In ten years, the same teacher can afford 16% of the housing market.

• One in eight Utah homeowners below the median income are severely cost burdened, paying 50% or more of their income on housing.

• One in five Utah renters below the median income are severely cost burdened.

• In the next several years, the typical Utah family will spend nearly 50% of its income on housing if current trends persist.
WHAT’S DRIVING UP HOUSING COSTS?

• Housing Shortage
• Construction & Labor Costs
• Local Zoning Ordinances & Nimbyism
• Land Costs & Topography of Wasatch Front Counties
• Demographic & Economic Growth
HOUSING SHORTAGE
Since 2010, Utah has added four new households for every three new housing units.

All three housing markets are strained:
- Existing homes
- New construction
- Rentals and apartments
CUMULATIVE DAYS ON MARKET

Existing Single Family Homes

Source: UtahRealEstate.com
NUMBER OF MONTHS SUPPLY

Finished Vacant Inventory of New Homes in Utah

Source: Metrostudy Utah Database
# APARTMENTS

**Vacancy Rate and New Apartment Units in Wasatch Front Counties**

<table>
<thead>
<tr>
<th>Year</th>
<th>Davis County</th>
<th>Salt Lake County</th>
<th>Utah County</th>
<th>Weber County</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Vacancy Rate</td>
<td>New Apartment Units</td>
<td>Vacancy Rate</td>
<td>New Apartment Units</td>
</tr>
<tr>
<td>2005</td>
<td>9.70%</td>
<td>107</td>
<td>6.10%</td>
<td>1,302</td>
</tr>
<tr>
<td>2006</td>
<td>7.40%</td>
<td>52</td>
<td>4.00%</td>
<td>338</td>
</tr>
<tr>
<td>2007</td>
<td>5.70%</td>
<td>275</td>
<td>3.20%</td>
<td>898</td>
</tr>
<tr>
<td>2008</td>
<td>4.60%</td>
<td>73</td>
<td>4.60%</td>
<td>1,521</td>
</tr>
<tr>
<td>2009</td>
<td>5.90%</td>
<td>108</td>
<td>7.20%</td>
<td>2,442</td>
</tr>
<tr>
<td>2010</td>
<td>8.00%</td>
<td>4</td>
<td>5.70%</td>
<td>541</td>
</tr>
<tr>
<td>2011</td>
<td>5.10%</td>
<td>538</td>
<td>5.20%</td>
<td>488</td>
</tr>
<tr>
<td>2012</td>
<td>5.80%</td>
<td>712</td>
<td>3.80%</td>
<td>538</td>
</tr>
<tr>
<td>2013</td>
<td>6.60%</td>
<td>251</td>
<td>3.90%</td>
<td>1,605</td>
</tr>
<tr>
<td>2014</td>
<td>4.60%</td>
<td>394</td>
<td>3.00%</td>
<td>3,326</td>
</tr>
<tr>
<td>2015</td>
<td>4.50%</td>
<td>198</td>
<td>2.70%</td>
<td>2,918</td>
</tr>
<tr>
<td>2016</td>
<td>4.50%</td>
<td>327</td>
<td>2.90%</td>
<td>4,461</td>
</tr>
<tr>
<td>2017</td>
<td>4.00%</td>
<td>477</td>
<td>2.60%</td>
<td>2,306</td>
</tr>
</tbody>
</table>

Source: Equimark and CBRE
CONSTRUCTION & LABOR COST
CHANGE IN CONSTRUCTION JOBS AND WAGES, 2007-2016

<table>
<thead>
<tr>
<th></th>
<th>State of Utah</th>
<th></th>
<th>% diff. 2007-2017</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2007</td>
<td>2016</td>
<td></td>
</tr>
<tr>
<td>Construction Jobs</td>
<td>104,613</td>
<td>92,756</td>
<td>-11%</td>
</tr>
<tr>
<td>Construction as % of total state employment</td>
<td>8.40%</td>
<td>6.50%</td>
<td></td>
</tr>
<tr>
<td>Construction of Buildings</td>
<td>22,153</td>
<td>19,133</td>
<td>-14%</td>
</tr>
<tr>
<td>Heavy and Civil Engineering Construction</td>
<td>12,398</td>
<td>10,194</td>
<td>-18%</td>
</tr>
<tr>
<td>Specialty Trade Contractors</td>
<td>70,062</td>
<td>63,430</td>
<td>-9%</td>
</tr>
<tr>
<td>Average Construction Monthly Wage</td>
<td>$3,138</td>
<td>$3,956</td>
<td>26%</td>
</tr>
</tbody>
</table>

Source: Utah Department of Workforce Services

2010 2017

- Construction and labor cost is driving up housing costs.
- Construction demand is increasing.
- Labor force is constrained.
- Labor demographics are changing.
  - Before 2010, one in five immigrants in Utah worked in the construction industry. Currently, only 2% of Utah’s foreign-born population is in construction.
HARD CONSTRUCTION COST DRIVERS
Percent Change 2007-2017

<table>
<thead>
<tr>
<th>Category</th>
<th>Percent Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>DRYWALL</td>
<td>15%</td>
</tr>
<tr>
<td>CABINETRY</td>
<td>40%</td>
</tr>
<tr>
<td>ROOFING</td>
<td>70%</td>
</tr>
<tr>
<td>SIDING</td>
<td>148%</td>
</tr>
<tr>
<td>LUMBER</td>
<td>60%</td>
</tr>
</tbody>
</table>

Source: Ivory Homes
PERMIT AND IMPACT FEE

Percent Change 2007 – 2017

- Increasing of permit fees are reflective of CPI and raw material cost increasing, and at the high end are still less than 10% of the overall home cost.

Source: Kem C. Gardner Policy Institute
LOCAL ZONING ORDINANCES & NIMBYISM
BALANCE OF HOUSING TYPES

- Zoning ordinances determine:
  - Density
  - Spatial distribution of housing types (renter versus owner)
  - Construction material standards
  - As well as, regulatory requirements that can increase housing prices and cause developmental delays

- There needs to be a balance between housing types to make sure we aren’t pricing people out.

- Cities must continue to implement smarter growth policies to ensure their residents are able to afford the quality of life they want them to enjoy.

- Local opposition, also known as NIMBYism (not in my backyard) has driven up costs and constrained supply, particularly for affordable high density rental housing.

- A lot of cities have found good ways to mitigate this problem. We need to work together to find other ways to expand these efforts throughout the state.
LAND COSTS & TOPOGRAPHY
LAND IMPROVEMENT COST CHANGE, 2007-2017

The best land is not saved for last.

Source: Kem C. Gardner Policy Institute
WE CAN ONLY GROW SO FAR

• There are physical constraints on developable land due to topography.
• We have the mountains to our east and the lake to our west, we can only grow so far.
• There is insufficient land in metro areas close to jobs.
• Building only single-family homes will require more infrastructure and more travel time for homeowners.
DEMOGRAPHIC & ECONOMIC GROWTH
POPULATION GROWTH: TOP TEN STATES

Annual Average Rate of Change 2010-2016

Source: U.S. Census Bureau
JOB GROWTH: TOP TEN STATES

Percent Change 2010-2016

Source: U.S. Census Bureau
UNCHECKED HOUSING PRICES

By 2044, Utah Housing Prices could be Equivalent to Today’s San Francisco Prices

More than $700,000 in next 26 YEARS
WHAT NOW?
• After commissioning the study and seeing the report, the Salt Lake Chamber launched the Housing GAP Coalition in May.

• The Coalition is poised to address the challenges associated with housing affordability to ensure the American Dream is kept alive for all Utahns.

• This can be done by providing access to a variety of housing types for all income groups.

• As a business community, we’ve had great success when we’ve worked together to address other issues like transportation and education.

• In a similar fashion, we’ve organized this Housing GAP Coalition to proactively address housing affordability before it becomes a crisis.

• We are bringing together the state’s brightest minds from business, academia and government to tackle this very real threat to our long-term economic prosperity.
POSSIBLE SOLUTIONS

Local Policy Decisions can Help Housing Affordability

- ZONING FOR WIDE VARIETY OF HOUSING TYPES AND PRICES
- EVALUATE COST-PROHIBITIVE IMPACT AND PERMIT FEES
- SUPPORT MULTI-USE LAND DEVELOPMENT
POSSIBLE SOLUTIONS

Transportation and Land Use Connection (TLC)

Photo: Dominic Valente, The Daily Herald
POSSIBLE SOLUTIONS

Keys to Success program for construction and labor “Build to Success”
POSSIBLE SOLUTIONS

General public awareness campaign
NEXT STEPS

• As a Coalition, we’re creating a public awareness campaign and informing the public about the crucial issue of housing affordability.
NEXT STEPS

• We are visiting every city council across the Wasatch Front and discuss how we can partner with them to address housing affordability in their area.
CALL TO ACTION & DISCUSSION

• General Plan Overview
  • Moderate Income Housing Plan
• Zoning & Fees Overview
• Sign Support Resolution
FOR MORE INFORMATION OR TO BECOME INVOLVED

For more information or to read the full report, visit SLChamber.com/HousingGapCoalition

Follow us on Twitter @UtahHousingGap

For sponsorship or membership information, contact Brynn Mortensen bmortensen@slchamber.com 801-706-9853
The following are the minutes of the Special City Council Meeting of the Herriman City Council. The meeting was held on Wednesday, September 12, 2018 at 5:00 p.m. in the Herriman City Hall Council Chambers, 5355 West Herriman Main Street, Herriman, Utah. Adequate notice of this meeting, as required by law, was posted in the City Hall, on the City’s website, and delivered to members of the Council, media, and interested citizens.

**Presiding:** Mayor David Watts

**Councilmembers Present:** Jared Henderson, Sherrie Ohrn and Clint Smith

**Staff Present:** City Manager Brett Wood, Assistant City Manager Gordon Haight, Finance Director Alan Rae, City Recorder Jackie Nostrom, Parks and Recreation Director Wendy Thomas, Operations Director Monte Johnson, City Engineer Blake Thomas, Police Chief Troy Carr, City Planner Michael Maloy, Chief Building Official Cathryn Nelson, Communications Specialist Destiny Skinner, City Attorney John Brems, and UPD Acting Deputy Police Chief Brian Lohrke.

**Excused:** Nicole Martin

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

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

2. **Council Business – 5:15 PM**
   Mayor David Watts called the meeting to order at 5:15 p.m.

2.1. **Review of this Evening’s Agenda**
   Mayor Watts asked for clarification of Agenda Item 5.3 to add Sections regarding Interference with Control of Vehicles Prohibited, Reasonable and Proper Lookout Required, and Negligent Collision. Police Chief Troy Carr responded the ordinance had been drafted the previous year and these specific issues are not addressed in State Code. The adoption of the ordinance would allow officers to cite individuals specifically. City Attorney John Brems added the Justice Court and City Prosecutor requested the adoption. Mayor Watts asked if the punishment would be an infraction. City Attorney Brems responded it would be considered a misdemeanour with a fine and the possibility of...
incarceration. Chief Carr further explained the ordinance is to help officers to do their job when the State Code is absent or silent.

2.2. Future Agenda Items
Councilmember Sherrie Ohrn asked when Wasatch Front Waste and Recycling District would have the ability to report to the City Council. City Recorder Jackie Nostrom reported they have been scheduled to report to the Council during the September 26, 2018 meeting. Councilmember Ohrn asked about the requested fencing ordinance update. City Planner Michael Maloy indicated staff is working diligently on the amendment.

3. Administrative Reports
3.1. New Employee Introductions – Travis Dunn, Human Resources Manager
Human Resources Manager Travis Dunn introduced the following new employees: Eric White, Gunner Kelsch, Virgil West, Charlotte Fenstermaker, Eric Bosch, Randy Loveridge, Josh Peterson, Shannon Atkinson, Heidi Shegrud, Bethany Zeyer, Karen Bleazard, Lance Bess, and Patsy Hall.

3.2. Update to City Boards and Commissions to add the Veterans and Military Advisory Committee – Wendy Thomas, Director of Parks, Recreation and Events
Director of Parks, Recreation and Events Wendy Thomas indicated she completed the draft ordinance for the Veterans and Military Advisory Committee and asked if the Council if they had any input. The City Council expressed support for the creation of the committee.

3.3. Discussion relating to a Text Change to the Land Development Code to revise the Home Occupations Chapter (File No. Z2018-14) – Michael Maloy, City Planner
City Planner Maloy explained the Daycare regulations were relocated in the City Code and observed a loophole in the standards. Preschool businesses had specific regulations; however dancing or tumbling home occupations had no regulations where they would have the same impact to the neighborhood and roads. He suggested it would be better to create a new classification and apply those standards unilaterally. He observed the goal to utilize a single table for all home occupations.

Mayor Watts reviewed the requirement for dance class only being allowed to conduct two sessions a day and recommended to increase the standard. Councilmember Smith stated the intent of the regulation would be to not frequently impact the surrounding homes. Councilmember Henderson suggested if the regulation becomes an issue, the Council could reconsider the regulation. Planner Maloy indicated staff would put a formal draft together for Council consideration.

3.4. Review of the Kennecott Utah Copper, LLC Annexation Timeline – Jackie Nostrom, City Recorder
City Recorder Nostrom reviewed the Kennecott Utah Copper, LLC annexation timeline for the Council to be incorporated on January 1, 2019.

3.5. Discussion relating to the Annexation Agreement with Kennecott Utah Copper, LLC – Gordon Haight, Assistant City Manager
Assistant City Manager Gordon Haight indicated he met with Kennecott last week and relayed their concern about the grandfathering of the construction yard that services the Daybreak community. He indicated additional information would be disseminated to the Council as it becomes available.

3.6. Discussion of an Interlocal Cooperative Agreement with Salt Lake County for Planning Services – Gordon Haight, Assistant City Manager

Assistant City Manager Haight indicated staff met with Salt Lake County to discuss the possibility of integrating a timeline for construction to allow Herriman Staff help with the building permit process. City Planner Maloy indicated the County has relayed their willingness to help and the Council would be updated during the next Council meeting.

3.7. Update regarding Project Engagement – Tami Moody, Director of Administration and Communications and Blake Thomas, City Engineer

City Engineer Blake Thomas observed the online features to have a better means of sharing information for projects in the community. He indicated the automated process is in the works; however, is not ready to go live. The system would give information and project contact information. Engineer Thomas suggested the program would be available for the public in the next two months.

3.8. City Manager Updates – Brett Wood, City Manager

City Manager Brett Wood reported on the Rose Canyon Fire and notated animals have been relocated to Butterfield Park. The wind gusts have driven the fire southwest. A local contractor has made a dozer available to help obtain the appropriate fire break. He thanked the Events staff for keeping the responders with food and water. Manager Wood indicated the Council would be kept informed of the operation as he relayed his hope the fire would be contained shortly.

Manager Wood indicated there has been significant interest in the Herriman Hills Open Space Master Plan relating to the trails behind their homes. He indicated there were people concerned with the thought of losing the trails. Director of Parks, Recreation and Events Wendy Thomas explained that this plan is not a trails master plan as the City does not know the exact placement of the trails, and this would allow for the best suggested alignments. She explained the trails depicted in the plan are conceptual as this would serve as a guiding document. Director Thomas informed the Council that Eric’s Trail was altered from the plan due to the steep grade. She indicated the trail could be rerouted and staff would draft the plan if the Council deemed necessary. The cost of the alteration would be about $8,000 and extend the trail about 1/3 of a mile. Councilmember Henderson requested to see the existing trail and actual distances to property lines to see the actual concerns. He acknowledged there would be trails in the open space as the hillside is essentially a large park. Councilmember Ohrn asked what the actual complaint entailed. City Manager Wood responded two residents offered complaints about hearing people on the trail in their back yard. Councilmember Ohrn asked if the homes were in place prior to the trail. Director Thomas indicated there was a previous existing trail; however, was not the same magnitude. There are over 300 users. Councilmember Ohrn asked if potential homebuyers be aware of the plan. City Manager Wood indicated the trails were already planned in Salt Lake County over 20 years ago. Mayor Watts indicated he would like to see more information relating to the resident concerns. The Council agreed.
City Manager Wood informed the Council of the opportunity to present at the Utah League of Cities and Towns (ULCT) conference as other jurisdictions want to model what had been created in Herriman. He explained some cities wanted to come and take a tour of the facility to figure out how to build a gathering place for the community.

Councilmember Smith moved to temporarily recess the City Council work meeting to convene in closed session to discuss the purchase, exchange, or lease of real property, as provided by Utah Code Annotated §52-4-205 at 6:16 p.m. Councilmember Ohrn seconded the motion.

The vote was recorded as follows:

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

The motion passed unanimously with Councilmember Martin being absent.

The Council reconvened the City Council work meeting at 6:52 p.m.

4. Adjournment
The Council adjourned the City Council work meeting by consensus at 6:53 p.m.

7:00 PM - GENERAL MEETING:

1. Call to Order
Mayor David Watts called the meeting to order at 7:04 p.m. and welcomed those in attendance. He excused Councilmember Nicole Martin.

1.1. Invocation/Thought/Reading and Pledge of Allegiance
Mr. Dustin Cutrer led the audience in the Pledge of Allegiance.

1.2. Council Disclosure for Conflict of Interest
There were no noted conflicts of interest.

1.3. Mayor/Council Comments and Recognitions
Mayor Watts thanked the fire personnel working diligently to contain the Rose Crest Fire. He reported the fire was 70-percent contained due to the efforts of fire fighters from Draper, Sandy, West Jordan, Bluffdale and Unified Fire Authority. He also reported no homes have been lost.

2. Public Comment
Ron Duley thanked the Council for the opportunity to speak. He reported he has been a resident in Rosecrest for 4 years, and was looking to fence his property; however, the fence would encroach onto City property. The misalignment was due to a misunderstanding of .1 acres of property. Mayor Watts requested Mr. Duley meet with staff to discuss details.
3. **Mayor and Council Board and Committee Reports**

There were no reports.

4. **Reports, Presentations and Appointments**

4.1. **Olympia Hills Project Update** – Michael Maloy, City Planner

City Planner Michael Maloy introduced the Bonneville Research Team selected to work on the Olympia Hills project. He indicated they have been meeting regularly to ensure they have received all pertinent information and would come back at a future meeting to report the findings. Consultant Bob Springmeyer reported the objective for the study is to determine the gross maximum residential density that could be supported by the development without compromising the quality of life to adjacent residents. He indicated the firm wanted to provide Herriman City with a supportable and defendable analysis. Councilmember Henderson requested the firm consider outside developments that have not been constructed as well as existing ones in the analysis.

4.2. **Herriman Police Department Update** – Chief Troy Carr

Chief Troy Carr offered an update of the on-boarding efforts for sergeants and officers. He indicated the equipment has been received and programmed. The vehicles received from the Unified Police Department has been sent in for rebranding. He reported the Unified Police Department has been proactive with the schedule for the transition of vehicles. Councilmember Smith expressed his appreciation to the Unified Police Department for this effort.

Chief Carr continued with the drafting and finalization of the Policy and Procedures Manual which should be completed by the next Monday. He reviewed the K-9 unit including the reassignment of Hondo and the recruitment of the dog formerly known as Qwiet (Daavo). He reported both dogs would be in attendance at the inauguration ceremony. Chief Carr explained the kennel system amenities inside the Expedition that would set off alarms and open doors to avoid any horrific incidents.

5. **Consent Agenda**

5.1. **Approval of the June 6, 2018, June 13, 2018, August 8, 2018, August 22, 2018 City Council Meeting Minutes**

5.2. **Approval of a Resolution Requesting Admission to the Public Safety Retirement System**

– Travis Dunn, Human Resources Manager

5.3. **Approval of an Ordinance amending Title 6, Chapter 1, of the Herriman Code of Ordinances by adding Sections regarding Interference with Control of Vehicles Prohibited, Reasonable and Proper Lookout Required, and Negligent Collision** – Troy Carr, Police Chief

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

The vote was recorded as follows:

- Councilmember Jared Henderson: Aye
- Councilmember Nicole Martin: Absent
- Councilmember Sherrie Ohrn: Aye
- Councilmember Clint Smith: Aye
6. Discussion and Action Items

6.1. Discussion and Consideration of an Ordinance Adopting the Herriman Hills Open Space Master Plan as an Element of the General Plan (File No. G2018-02) – Wendy Thomas, Director of Parks, Recreation and Events

Director of Parks, Recreation and Events Wendy Thomas outlined the public participation in creating the Herriman Hills Open Space Master Plan and relayed the recommendation of the Planning Commission to approve the ordinance. Councilmember Smith thanked Director Thomas for the diligent, thorough work.

Mayor Watts recalled questions regarding Eric’s Trail. Councilmember Henderson added the Herriman Hills Open Space Master Plan was an overall conceptual plan, and was not set in stone. Director Thomas confirmed and noted staff would continue to change the plan as it evolves. Mayor Watts suggested residents would hold to the plan as depicted and the City needed to resolve the conflicts.

Director Thomas indicated the Herriman Hills Trails Committee had been instrumental in the creation of the Master Plan, and will look to additional ways to communicate with the public. She reported six miles of trails have been installed this year, and noted there has been one area of concern due to slope and property ownership rights that will need to be reviewed. She estimated the cost to reroute the trail would cost approximately $8,000-$10,000.

Councilmember Henderson stated the Herriman Hills Open Space Master Plan needed to be in place to be eligible to receive grant funding. Councilmember Smith praised people for utilizing the trails and keeping the vision for the community. He shared his support of the trails system to preserve and protect the Herriman Hills and understood the variation of the trails as they come to fruition. Councilmember Henderson added the area was purchased through the Army Compatible Use Buffer (ACUB) funding, and was acquired with the understanding the area would be utilized for recreational purposes. He agreed residents should be informed when amenities are being installed. Councilmember Smith recalled the plethora of emailed received, and thanked individuals who have reached out. Director Thomas indicated the importance of the trails for the High School Mountain Biking Teams.

Mayor Watts opened the Public Comment for this item.

Dustin Cutrer, expressed his concern with the trail behind his neighborhood known as Eric’s Trail. He indicated there was a half-mile of trail behind his home, and reported the length was an issue as well as the vantage point that is above their property line. The area is a natural amphitheater that carries the sound into the backyard of adjacent homes. People utilize the trails as early as 5:00 a.m. and as late at 10:30 p.m. He suggested if this area was a park, there would be regulations on hours of use. He indicated he spoke with the Trails Committee Chair who reported they would be utilizing switchbacks; however, they weren’t depicted in the renderings. He requested the trail be rerouted to allow access to additional trails.

Amanda Jenkins, relayed her support of having the trails in the Herriman Hills. She indicated she is an avid trail user and informed the Council there is not time for trail users to focus on backyard accessories. The focus of the trail user
Brittney Fonsbeck indicated she was there to represent the Herriman High School Mountain Bike Team and suggested if the homeowners have an issue with the trail, they should cover the cost to have it rerouted. She encouraged trail etiquette to be respectful of neighboring property owners in the area. She relayed her hope to keep the trail open.

Mayor Watts closed public comment.

Mayor Watts asked about unauthorized trail access going across private property. Director Thomas responded the previous trail had an access that went onto private property. The City has prohibited people from continuing the use of the trail. The current trail was installed on Herriman City property. She reviewed the process to install a trail beginning with the GIS Department and meeting Mountain Biking Standards. The trail location can vary than what is drawn on paper. Mayor Watts asked if there was a public notice for this specific trail. Director Thomas indicated the trail was drafted based on recommendations offered from the Trails Committee. Councilmember Henderson suggested this should be a similar process as development and land owners should be notified within 300 feet of the development. Director Thomas indicated she has a conversation with the Trails Committee Chair to implement a mechanism to notice property owners.

Councilmember Smith stated communication would help with every process and proposed alignments would be a key piece of the Open Space Master Plan that could benefit greatly from open communication. Councilmember Ohrn thanked the residents for their comments and heard their concerns. Mayor Watts relayed his concern of the legal rights available to enforce certain things as outlined in State Code. He understood the plan would not be the same on paper, and recommended additional communication with affected residents. Councilmember Henderson asked a formal process be adopted moving forward.

Councilmember Henderson moved to approve Ordinance No. 2018-30 adopting an Amendment to the Herriman City General Plan known as the Herriman Hills Open Space Master Plan. Councilmember Ohrn seconded the motion.

The vote was recorded as follows:
Councilmember Jared Henderson  Aye
Councilmember Nicole Martin   Absent
Councilmember Sherrie Ohrn  Aye
Councilmember Clint Smith  Aye
Mayor David Watts  Aye
The motion passed unanimously with Councilmember Martin being absent.

6.2. Discussion and Consideration of a Resolution Approving Herriman City’s Membership in the Salt Lake County Officer Involved Critical Incident Task Force with its
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Associated Obligations and Benefits and Becoming a Participant in the Salt Lake County Officer Involved Critical Incident Task Force Interlocal Cooperation Agreement – Troy Carr, Police Chief

Police Chief Troy Carr indicated that Utah Code required every law enforcement agency to adopt protocols to ensure officer-involved critical incidents are investigated in an impartial manner. This Interlocal Agreement would be for Herriman Police Department to join the Salt Lake County Officer Involved Critical Incident Task Force with Alta, Bluffdale, Cottonwood Heights, Draper, Murray, Salt Lake City, Sandy Saratoga Springs, South Jordan, South Salt Lake, and other entities to allow another team to conduct an investigation as needed. Councilmember Smith asked if any agencies within the valley do not participate on this task force. Chief Carr responded in the negative.

Councilmember Smith moved to approve Resolution No. R45-2018 approving Herriman’s membership in the Salt Lake County Officer Involved Critical Incident Task Force with its associated Obligations and benefits and becoming a participant in the Salt Lake County Officer Involved Critical Incident Task Force Interlocal Cooperation Agreement. Councilmember Ohrn seconded the motion.

The vote was recorded as follows:
Councilmember Jared Henderson Aye
Councilmember Nicole Martin Absent
Councilmember Sherrie Ohrn Aye
Councilmember Clint Smith Aye
Mayor David Watts Aye
The motion passed unanimously with Councilmember Martin being absent.

6.3. Discussion and Consideration of a Resolution Approving an Interlocal Cooperative Agreement Between Herriman City and Jordan School District Regarding School Resource Officers – Troy Carr, Police Chief

Police Chief Troy Carr informed the Council of the meeting with Jordan School District regarding Resource Officers. He explained they requested to have a Resource Officer and offered to split the cost. He reviewed the necessary equipment, salary and benefits and estimated the total cost of an officer would be about $120,000 annually and $50,000 would be covered by the School District. He shared his philosophy of having School Resource Officers and relayed the great partnership between the City and the District. Councilmember Smith agreed with the stated philosophy and the importance of establishing relationships. He expressed his appreciation for staff to be able to absorb the remaining expenditure within the existing budget. Councilmember Henderson informed the audience moving away from the taxing District of the Salt Lake Valley Law Enforcement Service Area (SLVLESA) allowed the Council to allocate funding for this position, while if the City remained part of SLVLESA, there would be a more cumbersome process.

Councilmember Henderson moved to approve Resolution No. R46-2018 approving an Interlocal Cooperative Agreement with the Jordan School District regarding School Resource Officers. Councilmember Ohrn seconded the motion.

The vote was recorded as follows:
Councilmember Jared Henderson Aye
Councilmember Nicole Martin Absent
Councilmember Sherrie Ohrn Aye
6.4. Discussion and Consideration of a Resolution Accepting a Petition for Annexation Filed by Kennecott Utah Copper, LLC for Further Consideration and Related Matters – Jackie Nostrom, City Recorder

City Recorder Jackie Nostrom informed the Council of the annexation petition filed on September 4, 2018 by Kennecott Utah Copper LLC. She reviewed the proposed annexation timeline and recommended accepting the petition for further consideration.

Councilmember Ohrn moved to approve Resolution No. R47-2018 accepting a Petition for Annexation filed by Kennecott Utah Copper, LLC for further consideration and related matters. Councilmember Henderson seconded the motion.

The vote was recorded as follows:
Councilmember Jared Henderson  Aye
Councilmember Nicole Martin  Absent
Councilmember Sherrie Ohrn  Aye
Councilmember Clint Smith  Aye
Mayor David Watts  Aye
The motion passed unanimously with Councilmember Martin being absent.

7. Calendar
7.1. Meetings
7.1.1. September 20 – Planning Commission Meeting 7:00 p.m.
7.1.2. September 26 – City Council Work Meeting 5:00 p.m.; City Council Meeting 7:00 p.m.

7.2. Events
7.2.1. September 15 – Miss Herriman Orientation; City Hall 11:00 a.m.
7.2.2. September 17 – Food Truck Round up; J Lynn Crane Park 5:00 p.m.
7.2.3. September 17 – Sounds Like Summer Concert; J. Lynn Crane Park 6:00 p.m.
7.2.4. September 19 – Community Partner Luncheon; Herriman City Hall 11:00 a.m.
7.2.5. September 20-24 – Children’s Theatre; W&M Butterfield Park 7:30 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
Councilmember Smith moved to adjourn the City Council meeting at 8:43 p.m. Councilmember Henderson seconded the motion and all voted aye.
9. **Recommence to Work Meeting (If Needed)**

I, Jackie Nostrom, City Recorder for Herriman City, hereby certify that the foregoing minutes represent a true, accurate and complete record of the meeting held on September 12, 2018. This document constitutes the official minutes for the Herriman City Council Meeting.

Jackie Nostrom, MMC
City Recorder
DATE: 10/4/2018

TO: The Honorable Mayor and City Council

FROM: Wendy Thomas

SUBJECT: Recommended update to City Boards and Commissions (Title 2) to add the Veterans and Military Advisory Committee

BACKGROUND:
Some interest has been expressed by Council and Staff in creating a formal volunteer commission focused on programs and events for veterans and military members residing in Herriman City, specifically, providing support in welcoming those individuals returning from active military duty returning home to Herriman.

Existing Boards and Commissions:
- Historical Society
- Community Arts Council
- Economic Development Committee
- Be Ready Herriman Committee
- Healthy Herriman Committee
- Herriman Trails Committee

The committee name “Veterans and Military Advisory Committee” is the name used by other communities with similar programs. Staff are open to suggestions from Council on the name of the committee.

The Veterans and Military Advisory Committee would work with City Staff to coordinate the planning and implementation of programs and events honoring the service of veterans and military community. Programs and events include, but are not limited to, the Memorial Day Breakfast, Military Appreciation Night at Fort Herriman Days PRCA Rodeo and creating a “Welcome Home” program for active duty service members returning from deployment.

ALTERNATIVES:
Do not create a formal committee for the Veterans and Military Advisory Committee.
FISCAL IMPACT:
Limited budget funding is anticipated, some startup costs in supplies may be incurred and will be discussed with City Council at a later date. Those costs might include flags, ribbons and banners. Staff anticipate that many of the supplies needed will be able to be obtained through donations or grant funding.

RECOMMENDATION:
Staff recommend the creation of the Herriman City Veterans and Military Advisory Committee.
WHEREAS, the Herriman City Council (“Council”) met in regular session on October 4, 2018, to consider, among other things, amending Title 2 of the Herriman Code of Ordinances entitled Boards and Commissions; and

WHEREAS, after careful consideration, the Council finds that it is in the best interest of the health, safety, and welfare of the inhabitants of Herriman to amend Title 2 of the Herriman Code of Ordinances entitled Boards and Commissions.

NOW, THEREFORE, BE IT ORDAINED by the Council that Title 2; is amended as follows (designated by interlineating the words to be deleted and underlining the words to be added).

Chapter 8
Veterans and Military Advisory Committee
2-8-1: CREATION:
2-8-2: DUTIES AND RESPONSIBILITIES:
2-8-3: TERMS, COMPENSATION AND VACANCY:
2-8-4: ORGANIZATION, QUORUM AND COMMITTEES:
2-8-5: CITY STAFF SUPPORT:
2-8-6: MEETINGS:
2-8-7: LIMITATIONS:

2-6-1: CREATION:
There is hereby created a committee known as the Herriman Veterans and Military Advisory Committee.

2-6-2: DUTIES AND RESPONSIBILITIES:

The Herriman Veterans and Military Advisory Committee shall:

A. Make recommendations to the City Council with respect to veterans and military service member related issues, ceremonies and other activities that occur within Herriman City;

B. Provides a forum for discussion of issues relating to veterans and military families;

C. Acts as a conduit of communication and coordination between the local veteran and military community;
D. Shall aid the City in the planning, development and implementation of veteran and military community related special activities and programs in the City.

2-8-3: TERMS, COMPENSATION AND VACANCY:
The veterans and military advisory committee shall be comprised of at least three (3) members, appointed by the City Council. Such members shall be appointed in a manner providing balance in geographic, professional, neighborhood and community interests’ representation. Members of the veterans and military advisory committee may serve a maximum of three (3) consecutive terms of three (3) years each. Notwithstanding, the terms of the first members shall be staggered so that all member’s terms do not expire in the same year. Vacancies may be filled by the City Council, to any unexpired term or for the full term as the case may be. Members of the veterans and military advisory committee shall serve without compensation.

2-8-4: ORGANIZATION, QUORUM AND COMMITTEES:
A. Quorum: More than fifty percent (50%) of the veterans and military advisory committee present shall constitute a quorum for conducting business of the veterans and military advisory committee and the action can be had upon the vote of the majority present.

B. Organization: The veterans and military advisory committee may elect a Chair, organize committees, and adopt administrative rules, bylaws and procedures necessary to accomplish its purpose. The veterans and military advisory committee shall submit such rules, bylaws and procedures to the City Council for approval.

2-8-5: CITY STAFF SUPPORT:
The City shall provide the committee with such administrative support staff and materials as it deems necessary to assist in carrying out the duties and responsibilities of the committee.

2-8-6: MEETINGS:
The meetings of the veterans and military advisory committee shall be open to the public.

2-8-7: LIMITATIONS:
The veterans and military advisory committee shall not have authority to bind the City or impose any condition on the City or its citizens and is not vested with authority to make decisions regarding the public's business.

PASSED AND APPROVED this 10th day of October, 2018.

HERRIMAN CITY

By: ____________________________
   David Watts, Mayor
ATTEST:

____________________________________
Jackie Nostrom, MMC
City Recorder
DATE:  10/02/2018

TO:    The Honorable Mayor and City Council

FROM:  Justun Edwards Public Works Director

SUBJECT: Ordinance Protecting Secure Records of Government Property Owned by South Valley Sewer District

RECOMMENDATION:
Staff recommends approval of ordinance.

BACKGROUND:
The City is requesting information pertaining to the location of portions of South Valley Sewer District’s (SVSD) sewer collection system. This information is deemed sensitive, and should be protected from being released to the general public. The City has adopted a similar ordinance protecting its water system infrastructure information.

DISCUSSION:
The City and SVSD are exchanging information regarding our respective system improvements, to assist each utility in future planning and project design.

ALTERNATIVES:
N/A

FISCAL IMPACT:
N/A
HERRIMAN, UTAH
ORDINANCE NO. 18-____

AN ORDINANCE PROTECTING CERTAIN RECORDS OF SOUTH VALLEY SEWER DISTRICT

WHEREAS, the Herriman City Council ("Council") met in a regular meeting on October 10, 2018, to consider, among other things, an ordinance protecting certain records of South Valley Sewer District; and

WHEREAS, the City maintains records regarding its water infrastructure detailing certain critical components thereof which need to be protected in order to preserve public health, safety, and welfare; and

WHEREAS, the South Valley Sewer District ("District") owns and operates a public sewer system portions of which are located in the City; and

WHEREAS, the City has requested certain records from the District regarding the District’s sewer system located in the City ("Records");

WHEREAS, the City has determined that the Records detail certain critical components of the sewer system and has determined that restricting access to the Records will promote public safety and the public good; and

WHEREAS, the Government Records Access and Management Act allows the City to restrict access to certain records for the public good;

NOW, THEREFORE, BE IT ORDAINED, by the Council as follows:


Section 2. Protected Records. If for any reason the Records are deemed by a court of competent jurisdiction to be subject to the Government Records Access and Management Act, then such Records will be classified as protected records pursuant to Utah Code Ann.§63G-2-305(11) and (12) of the Utah Code Annotated, as amended.

Section 3. Severability. If any portion of this Ordinance shall be or become illegal, invalid, or unenforceable in whole or in part for any reason, such provision shall be ineffective only to the extent of such illegality, invalidity, or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Ordinance.

Section 4. Effective Date. This Ordinance shall become effective immediately upon its passage.
PASSED AND APPROVED by the Council of Herriman, Utah, this 10th day of October, 2018.

HERRIMAN COUNCIL

By: ______________________________________
    David Watts, Mayor

ATTEST:

________________________________
Jackie Nostrom, MMC
City Recorder
DATE: October 3, 2018

TO: The Honorable Mayor and City Council

FROM: Blake Thomas, City Engineer

SUBJECT: Interlocal Agreement for Corridor Preservation Funds for Autumn Crest Boulevard Right-of-Way

RECOMMENDATION:
Approve the agreement.

DISCUSSION:
Herriman City has been approved to receive Corridor Preservation funds to purchase the right-of-way for the extension of Autumn Crest Boulevard between 13800 South and approximately 14200 South. The roadway design is complete and the construction of the roadway will begin in the spring of 2019 with the anticipation that the roadway will be open all the way to 13400 South before the start of the 2019/2020 school year.

ALTERNATIVES:
None

FISCAL IMPACT:
$1,140,000 has been approved to be dispersed to Herriman City from Salt Lake County.
WHEREAS, the Herriman City Council (“Council”) met in regular session on October 10, 2018, to consider, among other things, approving the an Interlocal Cooperative Agreement with Salt Lake County providing for the transfer of $1,131,900 of County corridor preservations funds to Herriman City to be used by Herriman City to acquire certain property for transportation purposes; and

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

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

WHEREAS, Herriman and the County are authorized to enter into agreements with each other for cooperative action; and

WHEREAS, during the 2015 General Session, the State Legislature amended Section 72-2-117.5 of the Utah Transportation Code (Utah Code Ann. §§ 72-1-101 et seq.) to provide corridor preservation funds to local counties for disbursement to various cities and governmental entities, as recommended and endorsed by a council of governments (“COG”) and by Interlocal Agreement; and

WHEREAS, COG has recommended the referenced distribution to Herriman to purchase the real property located near 4401 West 13400 South; and

WHEREAS, the Council finds that it is in the best interests of the inhabitants of Herriman to enter into an Interlocal Cooperative Agreement with the County (“Agreement”) to provide for the distribution of funds to be used by Herriman as described in the Agreement and Utah Code Ann. §72-2-117.5; and

WHEREAS, the Agreement has been prepared for approval, which sets forth the purpose thereof, the extent of participation of the parties, and the rights and duties and responsibilities of the parties. A copy of the Agreement is attached hereto.

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

This Resolution, assigned No. 18-____, shall take effect immediately upon passage and acceptance as provided herein.
PASSED AND APPROVED by the Council of Herriman, Utah, this 10th day of October, 2018.

HERRIMAN

_______________________________
David Watts, Mayor

Jackie Nostrom, MMC
City Recorder
RESOLUTION NO. __________________  ____________________________, 2018

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING THE RECOMMENDATION OF THE SALT LAKE COUNTY COUNCIL OF GOVERNMENTS AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT PROVIDING FOR THE TRANSFER OF ONE MILLION ONE HUNDRED AND THIRTY-ONE THOUSAND NINE HUNDRED DOLLARS AND NO CENTS ($1,131,900) OF COUNTY CORRIDOR PRESERVATION FUNDS TO HERRIMAN CITY TO BE USED BY THE CITY TO ACQUIRE CERTAIN PROPERTY FOR TRANSPORTATION PURPOSES.

W I T N E S S E T H

WHEREAS, Salt Lake County (the “County”) and Herriman City (the City) are “public agencies” as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 et seq. (the “Cooperation Act”), and, as such, are authorized by the Cooperation Act to enter into an interlocal cooperation agreement to act jointly and cooperatively on the basis of mutual advantage;

WHEREAS, during the 2015 General Session, the State Legislature amended Section 72-2-117.5 of the Utah Transportation Code (Utah Code Ann. §§ 72-1-101 et seq.) to provide corridor preservation funds to local counties for disbursement to various cities and governmental entities, as recommended and endorsed by a council of governments (hereinafter “Corridor Preservation Funds”); and

WHEREAS, by letter dated January 29, 2018 and attached hereto as ATTACHMENT A (the “Recommendation Letter”), the Salt Lake County Council of Governments (COG), an association of local governments in Salt Lake County, requested that the County Council approve its recommended distribution to the City from the Salt Lake County Corridor Preservation Fund to enable the City to purchase property located at 4401 West 13400 South, Herriman, Utah as right-of-way for new roadway construction; and

WHEREAS, the County and the City now desire to enter into the interlocal cooperation agreement attached hereto as ATTACHMENT B (the “Interlocal Agreement”) providing for the transfer of One Million One Hundred and Thirty-One Thousand Nine Hundred Dollars and No Cents ($1,131,900) of Corridor Preservation Funds to the City to be used by the City as described in the Interlocal Agreement and in accordance with Section 72-2-117.5 of the Utah Transportation Code;

R E S O L U T I O N

NOW, THEREFORE, IT IS HEREBY RESOLVED, by the County Council of Salt Lake County:
1. That the recommendation of the Salt Lake County Council of Governments to transfer County Corridor Preservation Funds to Herriman City for the project described in its Recommendation Letter is approved.

2. That the Interlocal Agreement between Salt Lake County and Herriman City is approved, in substantially the form attached hereto as ATTACHMENT B, and that the Salt Lake County Mayor is authorized to execute the same.

3. That the Interlocal Agreement will become effective as stated in the Interlocal Agreement.

APPROVED and ADOPTED this _____ day of ____________, 2018.

SALT LAKE COUNTY COUNCIL

By: ________________________________
Aimee Winder Newton, Chair

ATTEST:

_______________________________
Sherrie Swensen
Salt Lake County Clerk

Council Member Bradley voting ________
Council Member Bradshaw voting ________
Council Member Burdick voting ________
Council Member DeBry voting _______
Council Member Granato voting _______
Council Member Jensen voting _______
Council Member Snelgrove voting _______
Council Member Wilson voting _______
Council Member Winder Newton voting _______

APPROVED AS TO FORM:

_______________________________
Deputy District Attorney
January 29, 2018

Aimee Winder Newton
Chair, Salt Lake County Council
2001 South State Street
Suite N2-200
Salt Lake City, Utah 84114

Re: Salt Lake County Corridor Preservation Fund

Dear Chair Winder Newton:

At the January 25, 2018 meeting of the Salt Lake County Council of Governments (COG), the following corridor preservation projects were considered and approved:

- Bluffdale: $537,492.00; 1260, 1280, and 1516 14600 South; 1690 West 14590 South; and, 14643 South Camp Williams Road
- Cottonwood Heights $426,865.00; 2301 and 2318 Bengal Blvd
- Herriman $1,140,000.00; 4570 West 13900 South
- West Jordan $145,000.00 1423 W Bridgeport Way; 1423 West Bridgeport Way (only the portion needed to expand capacity on 7000 South)

Total Funding Approval: $2,249,357.00

Once each municipality has completed the real estate transaction and a Settlement Statement is sent to the County indicating the amount of the requested reimbursement along with other documentation, an Interlocal Agreement will be presented to the County Council seeking approval for the distribution of funds from the Corridor Preservation Fund for specific cities. From there, notice of such approval will be forwarded to the Salt Lake County Mayor Ben McAdams for disbursal of the funds noted.

Sincerely,

Jenny Wilson
Member at Large, Salt Lake County Council
Chair, Salt Lake County Council of Governments
ATTACHMENT B
Interlocal Cooperation Agreement between Salt Lake County and Herriman City
INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY

and

HERRIMAN CITY

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

RE bâtALS:

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

B. During the 2015 General Session, the State Legislature amended Section 72-2-117.5 of the Utah Transportation Code (Utah Code Ann. §§ 72-1-101 et seq.) to provide corridor preservation funds to local counties for disbursement to various cities and governmental entities, as recommended and endorsed by a council of governments (hereinafter “Corridor Preservation Funds”).

C. By letter dated January 29, 2018 the Salt Lake County Council of Governments (COG), an association of local governments in Salt Lake County, requested that the County Council approve its recommended distribution to the City from the Salt Lake County Corridor Preservation Fund to enable the City to acquire the property located at 4401 West 13400 South, Herriman, Utah.

D. The County and the City now desire to enter into this Agreement providing for the transfer of One Million One Hundred and Thirty-One Thousand Nine Hundred Dollars and No Cents ($1,131,900) of Corridor Preservation Funds to the City to be used by the City as provided in this Agreement and in accordance with Section 72-2-117.5 of the Utah Transportation Code.
AGREEMENT:

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

ARTICLE 1 - DISBURSEMENT OF COUNTY TRANSPORTATION FUNDS

1.1. County Transportation Funds. The County shall allocate and disburse One Million One Hundred and Thirty-One Thousand Nine Hundred Dollars and No Cents ($1,131,900) of Corridor Preservation Funds to the City from the Salt Lake County Corridor Preservation Fund, all on the terms and subject to the conditions of this Agreement.

1.2. City. The City shall use the Corridor Preservation Funds allocated and disbursed to it under this Agreement (a) the acquisition of the property located at 4401 West 13400 South, Herriman, Utah, and (b) in accordance with Section 72-2-117.5 of the Utah Transportation Code and all other applicable federal, state and local laws, rules and regulations.

ARTICLE 2 - COVENANTS AND AGREEMENTS

2.1. Indemnification and Liability.

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

(b) Indemnification. The City agrees to indemnify, hold harmless, and defend the County, its officers, agents, and employees from and against any and all actual or threatened claims, losses, damages, injuries, debts, and liabilities of, to, or by third Parties, including demands for repayment or penalties, however allegedly caused, resulting directly or indirectly from, or arising out of (i) the City’s breach of this Agreement; (ii) any acts or omissions of or by the City, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement; or (iii) any improper use of the Corridor Preservation Funds. The City agrees that its duty to defend and indemnify the County under this Agreement includes all attorney’s fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against the County for the defense of any claim or to satisfy any settlement, arbitration award, debt, penalty, or verdict paid on behalf of the County. The City further agrees that the City’s indemnification obligations in this Section 5.1 will survive the expiration or termination of this Agreement.

2.2. Recordkeeping. The City agrees to maintain its books and records in such a way that any Corridor Preservation Funds received from the County will be shown separately on the City’s books. The City shall maintain records adequate to identify the use of the Corridor Preservation Funds for the purposes specified in this Agreement. The City shall make its books
and records available to the County at reasonable times.

2.3. **Assignment and Transfer of Corridor Preservation Funds.** The City shall not assign or transfer its obligations under this Agreement nor its rights to the Corridor Preservation Funds under this Agreement without prior written consent from the County. The City shall use the Corridor Preservation Funds provided pursuant to this Agreement exclusively and solely for the acquisition of the property located at 4401 West 13400 South, Herriman, Utah.

**ARTICLE 3 — DEFAULTS AND REMEDIES**

3.1. **City Event of Default.** The occurrence of any one or more of the following shall constitute an “Event of Default” as such term is used herein:

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

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

(a) Withhold disbursement of Corridor Preservation Funds to the City; and/or

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

(c) Terminate this Agreement.

**ARTICLE 4 — MISCELLANEOUS**

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

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

(b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney in behalf of each Party pursuant to and in accordance with Section 11-13-202.5 of the Interlocal Act.
(c) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Interlocal Act.

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

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

4.2. **Term of Agreement.** This Agreement shall take effect immediately upon the completion of the following: (a) the approval of the Agreement by the governing bodies of the County and the City, including the adoption of any necessary resolutions or ordinances by the County and the City authorizing the execution of this Agreement by the appropriate person or persons for the County and the City, respectively, (b) the execution of this Agreement by a duly authorized official of each of the Parties, (c) the submission of this Agreement to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Act, and the approval of each respective attorney, and (d) the filing of a copy of this Agreement with the keeper of records of each Party. This Agreement shall terminate upon the earlier of: (a) the date the Parties have performed all of the material obligations described herein, or (b) three (3) years from the date the Agreement is executed by both Parties. The Parties intend that the distribution described herein will be made promptly following execution of this Agreement and that the City will expend such distribution for the purposes stated in this Agreement promptly following receipt.

4.3. **Non-Funding Clause.**

(a) The County has requested or intends to request an appropriation of Corridor Preservation Funds to be paid to the City for the purposes set forth in this Agreement. If Corridor Preservation Funds are not appropriated and made available beyond December 31 of the county fiscal year in which this Agreement becomes effective, the County’s obligation to contribute Corridor Preservation Funds to the City under this Agreement beyond that date will be null and void. This Agreement places no obligation on the County to Contribute Corridor Preservation Funds to the City in succeeding fiscal years. The County’s obligation to contribute Corridor Preservation Funds to the City under this Agreement will terminate and become null and void on the last day of the county fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds are budgeted and appropriated. The Parties agree that such termination of the County’s obligation under this Paragraph will not be construed as a breach of this Agreement or as an event of default under this Agreement, and that such termination of the County’s obligation under this Paragraph will be without penalty and that no right of action for damages or other relief will accrue to the benefit of the City, its successors, or its assigns as to this
Agreement, or any portion thereof, which may terminate and become null and void.

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

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

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

If to Salt Lake County:  
County Mayor  
2001 South State, N2-100  
Salt Lake City, Utah 84190

With a copy to:  
Salt Lake County District Attorney  
35 Easts 500 South  
Salt Lake City, UT 84111

If to the City:  
Herriman  
5355 West Herriman Main Street  
Herriman, UT 84096

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

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

4.8. **Amendment.** This Agreement may be amended, changed, modified or altered only by an instrument in writing.

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

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

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

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

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

4.14. **Exhibits and Recitals.** The Recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement.

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

IN WITNESS WHEREOF, each Party hereby signs this Agreement on the date written by each Party on the signature pages attached hereto.

[Intentionally Left Blank - Signature Page Follows]
INTERLOCAL AGREEMENT - SIGNATURE PAGE FOR THE COUNTY

SALT LAKE COUNTY

By _________________________________
Mayor Ben McAdams or Designee

Dated: ______________________, 20____

Approved by:
DEPARTMENT OF REGIONAL TRANSPORTATION,
HOUSING, AND ECONOMIC DEVELOPMENT

By ___________________________________
Carlton J. Christensen
Department Director
Dated: ______________________, 20____

Approved as to Form and Legality:
SALT LAKE COUNTY DISTRICT ATTORNEY

By._________________________________
Deputy District Attorney

[Signatures continue on next page.]
INTERLOCAL AGREEMENT – SIGNATURE PAGE FOR CITY

HERRIMAN

By ______________________________
Name: ______________________________
Title: ______________________________
Dated: ______________________, 20____

Attest:

_____________________________
___________________________, City Recorder
Date signed: _____________________

Approved as to Form and Legality:

CITY ATTORNEY

By ______________________________
Name: ______________________________
Dated: ______________________, 20____
DATE: October 4, 2018

TO: The Honorable Mayor and City Council

FROM: Jackie Nostrom, City Recorder

SUBJECT: Public Hearing on the Proposed Kennecott Utah Copper, LLC Annexation

BACKGROUND:
Kennecott Utah Copper, LLC filed a petition for annexation of September 4, 2018. During the September 12, 2018 meeting, City Council approved a Resolution accepting the petition for further consideration which includes the requirement to have a public hearing on the proposed annexation.

After the Public Hearing and the Protest Period concludes, the City Council may act on the annexation petition by approving or denying the request which will take place during the October 24, 2018 City Council meeting.