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. Introduction of Rio Tinto External Affairs Advisor Matt Holton – Brett Wood, City Manager
   3.2. Ice Ribbon Discussion – Wendy Thomas, Director of Parks, Recreation and Events
   3.3. Primitive Trail Planning, Construction, Maintenance and Use – Wendy Thomas, Director of Parks, Recreation and Events
   3.4. Discussion pertaining the Agricultural Zone within the Herriman Land Development Code – Michael Maloy, City Planner
   3.5. Discussion of Building Setbacks in Agricultural, Residential and Mixed Use Zones – Michael Maloy, City Planner
   3.6. Text change to the Land Development Code to allow Manufacturing in the T-M (Technology Manufacturing) Zone and Modify Landscaping Requirements (File NO. Z2018-08) – Michael Maloy, City Planner
   3.7. Amendment to the Herriman Land Development Code to increase the Maximum Building Height, remove Auto Sales, and add Stadiums in the C-2 (Commercial) Zone (File No. Z2018-19) – Michael Maloy, City Planner
   3.8. Discussion relating to the text change to the Land Development Code to revise the Home Occupation Chapter (File No. Z2018-14) – Michael Maloy, City Planner
   3.9. Discussion of the proposed Annexation Agreement – Gordon Haight, Assistant City Manager
3.10. Discussion relating to Surplus Property – Gordon Haight, Assistant City Manager
3.11. City Manager Updates – Brett Wood, City Manager

4. Adjournment

7:00 PM - GENERAL MEETING:

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

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

3. Mayor and Council Board and Committee Reports

4. Reports, Presentations and Appointments
   4.1. Rocky Mountain Power Report – Alene Bentley, Rocky Mountain Power Regional Business Manager
   4.2. Olympia Hills Update – Michael Maloy, City Planner

5. Consent Agenda
   5.1. Approval of the September 26, 2018 City Council Meeting Minutes
   5.2. Approval of the Monthly Financial Summary – Alan Rae, Finance Director

6. Discussion and Action Items
   6.1. Discussion and Consideration of an Ordinance Declaring Approximately 0.485 acres of Real Property Located at or near 4900 West 12600 South, as Surplus; Determining that a Trade for Approximately 4 Acres of Real Property Located at or near 5200 West 12200 South Constitutes a Minimum Bid and Consummating the Trade Constitutes the Highest and Best Economic Return to the City – Blake Thomas, City Engineer
   6.2. Discussion and Consideration of a Resolution Approving the Execution and Delivery of an Annexation Agreement Related to the Kennecott Utah Copper LLC Annexation and Related Matters – Gordon Haight, Assistant City Manager
6.3. Discussion and Consideration of an Ordinance Axing Territory Located at or near 11800 South 7000 West Comprising of Approximately 74 Acres into Herriman City Commonly known as the Kennecott Annexation; Establishing Zoning for the Annexed Territory; and Related Matters – Jackie Nostrom, City Recorder

7. Calendar

7.1. Meetings

7.1.1. November 1 – Planning Commission Meeting 7:00 p.m. Cancelled
7.1.2. November 9 – Special City Council Work Meeting 9:00 a.m.
7.1.3. November 14 – City Council Work Meeting 5:00 p.m.; City Council Meeting 7:00 p.m.

7.2. Events

7.2.1. November 3 – Miss Herriman Scholarship Pageant; Herriman High School 7:00 p.m.
7.2.2. November 7 – Herriman Senior Social; Herriman City Hall 11:00 a.m. – 2:00 p.m.

7.3. Closed Session

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

8. Adjournment

9. Recomence to Work Meeting (If Needed)
DATE: 10/17/2018
TO: Herriman City Council
FROM: Wendy Thomas
MEETING: October 24, 2018, Work Meeting
SUBJECT: Ice Ribbon Discussion

BACKGROUND:
After experiencing our first year with the Ice Ribbon, staff have the following recommendations for updates to the operations and fee schedule.

DISCUSSION AND RECOMMENDATION:

2018 – 2019 Recommended Hours of Operation:
November 28 – February 28, weather and maintenance permitting
| Monday through Friday, 4:00 PM – 5:30 PM |
| Learn to Skate Program: Monday through Friday: 4:00 PM – 5:30 PM |
| Saturday, 12:00 PM – 9:00 PM |
| Sunday, Christmas Eve and New Year’s Eve 12:00 PM – 5:00 PM |
The ice ribbon is closed Christmas Day and New Year’s Day.
The ice ribbon may open earlier during school recess and some observed holidays.

2018-2019 Fee Schedule:
Adults (ages 12-60): $3 for ice skating
Child (ages 3-11): $2 for ice skating
Toddler (ages 0-2): FREE
Senior (ages 60+): $2 for ice skating
Veteran or Active Duty Military (with ID): $2 for ice skating
Ice skate rental: $3 (all ages)
Helmet rental: Free
Ice Walker rental: $5
Adult 10 time punch pass: $45 (includes skate rental)
Child/Senior/Veteran punch pass: $40 (includes skate rental)
Adult 10 time punch pass: $20 (does NOT include skate rental)
Child/Senior/Veteran 10 time punch pass: $15 (does NOT include skate rental)
Adult Season Pass: $135 (does NOT include skate rental)
Child/Senior/Veteran Season Pass: $110 (does NOT include skate rental)
Groups of 20+ will receive $1 off per skater for ice skating
Learn to Skate Program Registration: $35.00 for six sessions
DATE: 10/17/2018

TO: Herriman City Council

FROM: Wendy Thomas

MEETING: October 24, 2018, Work Meeting

SUBJECT: Primitive Trail Planning, Construction and Use

BACKGROUND:
Further discussion was requested on the planning, construction, maintenance and use of primitive trails and the notification of trail building.

DISCUSSION AND RECOMMENDATION:
Planning and Construction:
Staff met with the Herriman Hills Trails Committee to discuss various options on notification for trail amenities that are located near residential areas. The following recommendations were proposed:

- At a minimum, notification from the City will be sent out to residential units located within 300 feet and with property lines immediately adjacent to the proposed primitive trail.
- At a minimum, notification from the City will be sent out to residential units located within 300 feet of a trailhead, building or other proposed structure.
- All Herriman City Park, Trail and Open Space Projects will go to Planning Commission and City Council.

Use:
Staff recommend that use of the Herriman Hills primitive trails be limited to non-motorized use, as is current ordinance, however, staff recommend the current ordinance be updated and cleaned up (attachment for discussion).

Attachment: DRAFT – Chapter 8 – Parks and Recreation Facilities
Chapter 8
PARKS AND RECREATION FACILITIES

7-8-1: RESERVATIONS; REQUEST FORM:
The city staff will administer use and rental of the facilities. Individuals or groups desiring to use the facilities must complete a reservation request form. A copy of such form is available online or from the city office. (Ord. 10-43, 9-2-2010)

7-8-2: PRIORITY USAGE:
City sponsored and city related functions ("sponsored functions") will have priority over functions that are not city sponsored or city related functions ("nonsponsored functions"). Sponsored functions will not be charged a rental fee and security deposit. Nonsponsored functions will be charged a rental fee and security deposit and will be on a first come first served basis (after satisfying sponsored functions use). Nonsponsored functions requesting use of the Rosecrest Pavilion will be required to sign a permit and reservation agreement, which is on file in the city office. The individual (the "responsible person") signing the reservation request form for the proposed user shall be personally responsible for the proper use of the facility in question. (Ord. 10-43, 9-2-2010)

7-8-3: SPONSORED FUNCTIONS SPECIFIED:
Generally, sponsored functions include volunteer groups whose functions and established efforts benefit the community. Sponsored functions include the following:

A. City council;

B. Planning and zoning commission;

C. Herriman City arts council;
D. County, State and/or federal sponsored events; and

E. Others, as approved. (Ord. 10-43, 9-2-2010)

7-8-4: FEES AND DEPOSITS:

The rental fee and security deposit for nonsponsored functions is due twenty-four (24) hours before the scheduled event. Please see city master fee schedule. (Ord. 10-43, 9-2-2010)

7-8-5: RULES AND REGULATIONS:

A. Any special accommodations or seating arrangements are the responsibility of the group using the facility.

B. The facility must be left in a clean and orderly manner. All trash must be placed in the proper receptacles, and tables, etc., returned to the same condition in which they were found.

C. The security deposit will be returned to the group, only if the facility is left clean, orderly, undamaged, and all furnishings are returned to their original arrangement as determined by the city.

D. Children must be supervised at all times by an adult.

E. Consistent with the Utah clean air statute, smoking will not be permitted in or around the facilities.

F. Possession or consumption of an alcoholic beverage in the facilities is prohibited.

G. Possession of illegal or unlawful weapons, contraband, illegal drugs, or other illicit items in the facilities is prohibited. (Ord. 10-43, 9-2-2010)
H. Except as provided herein, from March 1 to November 14, all facilities close at ten thirty o'clock (10:30) P.M. (MST or daylight saving time, as applicable). (Ord. 11-20, 8-11-2011)

I. Generally, from November 15 to the last day of February, all facilities close at six o'clock (6:00) P.M. (MST or daylight saving time, as applicable).

J. Park facility reservations can be made online, in person or by telephone.

K. Except for the Rosecrest Pavilion, reservations may be transferred or cancellation refunds granted if written notice is given to Herriman at least twenty four (24) hours prior to the event. A payment as provided in the current fee schedule for the transfer or cancellation bookkeeping fee is required.

L. No gambling, fighting, quarreling, or use of profane language will be permitted in the facilities.

M. Parking is allowed only in designated areas and stalls.

N. No motorized vehicles are permitted outside designated areas.

O. The responsible person must be present at the facility during all reserved activities.

P. No modification of the facilities is permitted.

Q. No digging at the facilities is permitted.

R. Any repair costs resulting from damages to the facilities will be the responsibility of the responsible person.
S. Only events described in the reservation request form are allowed. (Ord. 10-43, 9-2-2010)

T. Amplified music or sound

U. Fires and Fireworks

V. Dogs/Domesticated animals

W. Inflatables, Mechanical Rides, Water Slides (private attractions)

X. Archery

Y. Golf

Z. The city reserves the right to revoke a reservation or close a park facility in the event of an emergency or matter of public safety.

7-8-6: HOURS OF USE OF BLACK RIDGE RESERVOIR PARK:

A. The hours that the Black Ridge Reservoir Park area is open and closed are as follows: The Black Ridge Reservoir Park area shall be closed beginning November 1 through March 31 from six o'clock (6:00) P.M. until eight o'clock (8:00) A.M. of the next day and shall be open from eight o'clock (8:00) A.M. until six o'clock (6:00) P.M.

B. The Black Ridge Reservoir Park area shall be closed beginning April 1 through October 31 from nine o'clock (9:00) P.M. until seven o'clock (7:00) A.M. of the next day and shall be open from seven o'clock (7:00) A.M. until nine o'clock (9:00) P.M.

C. All times are MST or daylight saving time, as applicable.

D. It is unlawful for any unauthorized person to be in the Black Ridge Reservoir Park area on foot or any type of motor vehicle or other conveyance during hours that the Black Ridge Reservoir Park area is closed. (Ord. 12-24, 6-28-2012)

7-8-7: HOURS OF USE OF THE SKATE PARK:

A. The hours that the Skate Park area is open and closed are as follows: The Skate Park area shall be closed beginning November 15 through the last day of February from six o'clock (6:00) P.M. until eight o'clock (8:00) A.M. of the next day and shall be open from eight o'clock (8:00) A.M. until six o'clock (6:00) P.M.
B. The Skate Park area shall be closed beginning March 1 through November 14 from nine o'clock (9:00) P.M. until seven o'clock (7:00) A.M. of the next day and shall be open from seven o'clock (7:00) A.M. until nine o'clock (9:00) P.M.

C. All times are MST or daylight saving time, as applicable. (Ord. 12-23, 6-28-2012)
SUMMARY:

Members of the City Council have expressed an interest in discussing existing and potential agricultural zoning districts and land uses within the City. Staff will facilitate this discussion during the October 24, 2018, City Council work meeting.

DISCUSSION:

For reference purposes only, the following agricultural zones exist within Title 10 Herriman Land Development Code:

10-9-1.A. A-.25 Zone: The A-.25 Zone was originally intended to provide areas in the City for low-density residential development. However, the City Council has determined this zone does not adequately provide for low-density residential development and has declared its intent to no longer consider rezoning any property to the A-.25 Zone.

10-9-1.B. A-.5 Zone: The purpose of the A-.5 Zone is to provide areas in the City for low-density residential development, together with limited agricultural uses.

10-9-1.C. A-1 Zone: The purpose of the A-1 Zone is to provide areas in the City for low-density residential development and agricultural uses.

Chapter 16 of the Herriman Land Development Code specifies all permitted and conditional uses allowed within the agricultural zones listed above (see Attachment A – Agricultural Land Uses).

RECOMMENDATION:

No formal action by the City Council is required at this time. However, the Council may direct staff to research and prepare draft legislation for future review and consideration.

ATTACHMENT:

A. Agricultural Land Uses
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<td>Dwelling, three-family</td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Medical or dental laboratory</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Medical service</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Mobile store</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Model home sales office</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td></td>
</tr>
<tr>
<td>USES</td>
<td>A-.25</td>
<td>A-.5</td>
<td>A-1</td>
<td></td>
</tr>
<tr>
<td>----------------------------------------</td>
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<td></td>
</tr>
<tr>
<td>Mortuary</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Office, professional</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Parking lot</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Personal care service</td>
<td></td>
<td></td>
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<tr>
<td>Personal instruction service</td>
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<tr>
<td>Printing</td>
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</tr>
<tr>
<td>Produce stand</td>
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<td>C</td>
<td></td>
</tr>
<tr>
<td>Recreation and entertainment, indoor</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Recreation and entertainment, outdoor</td>
<td></td>
<td>C</td>
<td>C</td>
<td></td>
</tr>
<tr>
<td>Repair service</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Research service</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Restaurant, fast-food</td>
<td></td>
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</tr>
<tr>
<td>Restaurant, general</td>
<td></td>
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</tr>
<tr>
<td>Retail, general</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Secondhand store</td>
<td></td>
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</tr>
<tr>
<td>Sexually oriented business</td>
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<td></td>
<td></td>
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</tr>
<tr>
<td>Shopping center</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tavern</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Temporary building(^{38})</td>
<td></td>
<td>C</td>
<td>C</td>
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<tr>
<td>Transportation service</td>
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<td></td>
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<tr>
<td>Vehicle and equipment rental or sale</td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>Vehicle and equipment repair, general</td>
<td></td>
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<tr>
<td>Vehicle repair, limited</td>
<td></td>
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<td></td>
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<tr>
<td>Warehouse, self service(^{40})</td>
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<td></td>
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<tr>
<td>Wireless telecommunication facility(^{41})</td>
<td></td>
<td>C</td>
<td>C</td>
<td></td>
</tr>
<tr>
<td>Industrial:</td>
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<td></td>
</tr>
<tr>
<td>Freight terminal</td>
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<tr>
<td>USES</td>
<td>A-.25</td>
<td>A-.25</td>
<td>A-.5</td>
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<tr>
<td>-----------------------------------------</td>
<td>-------</td>
<td>-------</td>
<td>-------</td>
<td></td>
</tr>
<tr>
<td>Heavy industry</td>
<td></td>
<td></td>
<td>C^43</td>
<td></td>
</tr>
<tr>
<td>Laundry services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Manufacturing</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Manufacturing, light</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Recreational vehicle storage yard</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wholesale and warehousing, general</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wholesale and warehousing, limited</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Notes:
1. Accessory uses are allowed in all zones, but only if incidental to a permitted or conditional use and as provided in section 10-29-5 of this title.
3. Apiary only, subject to section 10-29-11 of this title.
4. See section 10-29-7 of this title for regulations allowing animals and fowl for family food production and for foster animal, fancier, hobby, and exotic animal permits. The keeping of more animals than listed in the chart shown in section 10-29-7 of this title may be approved as a conditional use in the A-.25, A-.50, and A-1 Zones.
5. Pigeons allowed subject to Health Department regulations.
6. Must have an area of at least 50 acres.
7. Facility shall have a residential appearance and character. Occupancy shall be limited to not more than 5 residents for facilities located on streets less than 80 feet wide and not more than 10 residents for facilities on streets 80 feet or wider, excluding the facility operator and the operator's family and 1 nonresident part-time relief employee on the premises at any one time, unless additional staffing is required for a State license.
8. Subject to dwelling group design criteria in subsection 10-10-6D of this title.
9. Dwelling unit density shall be at least 9 units per acre and not more than 20 units per acre.
10. Allowed only as part of a planned unit development.
11. See section 10-29-39 of this title for use regulations.
12. See chapter 25 of this title.
13. No larger than 2 stories.
14. Allowed subject to the following conditions:
   a. Must be located on improved property which includes main building with paved parking, landscaping, curb, gutter and sidewalk;
   b. All materials must be within an enclosed container;
   c. Cannot be located in a required yard unless allowed by the zone in which the recycling container is located; and
   d. Must be maintained in a clean, neat, and orderly manner.
15. As provided in Utah Code section 10-9a-304(3), a school district or charter school is not subject to requirements for landscaping, fencing, aesthetic considerations, construction methods or materials, additional building inspections, City Building Codes, building use for educational purposes, or placement or use of temporary classroom facilities on school property.
16. As provided in Utah Code section 10-9a-304(3), a school district or charter school is not subject to requirements for landscaping, fencing, aesthetic considerations, construction methods or materials, additional building inspections, City Building Codes, building use for educational purpose.
purposes, or placement or use of temporary classroom facilities on school property.
17. Must be located within a completely enclosed air-conditioned and soundproof building which
prohibits detection of animal noise at the property line. No overnight boarding or sale of merchandise
from the premises.
18. Excludes overnight boarding.
19. Must be located within a completely enclosed building; no overnight boarding.
20. Limited to dog and cat grooming, excluding overnight boarding.
21. Site access on on-site parking shall be available for use and maintained, including snow
removal, throughout entire year.
22. May include a restaurant and conference meeting rooms.
23. May include a restaurant and conference meeting rooms.
24. Maximum of 4 wash bays.
25. Maximum 3,000 square feet.
26. See section 10-29-16 of this title for use limitations and regulations.
27. Subject to issuance of a temporary use permit as provided in section 10-5-14 of this title.
28. See section 3-3D-3 of this Code for permitted locations.
29. May include automatic car wash not exceeding 4 wash bays.
30. May include automatic car wash not exceeding 4 wash bays.
31. See chapter 22 of this title for use limitations and regulations.
32. Must obtain a temporary use permit. See section 10-5-14 of this title.
33. See section 10-29-31 of this title for use limitations and regulations.
34. Office buildings with more than 5,000 square feet must obtain a conditional use permit.
35. Excludes firearms and archery range.
36. Excludes gunsmith.
37. Excludes grocery stores up to 5,000 square feet which are allowed as a conditional use.
38. Building must be removed upon completion or abandonment of construction work.
39. Limited to 16 trucks on the premises at one time.
40. Must be located within a fully enclosed building.
41. Must be located on public or quasi-public owned property or utility site, and not in public parks
unless an exception is granted by the Planning Commission, subject to section 10-29-8 of this title.
42. Maximum height of 50 feet and designed as a stealth facility.
43. Limited to slaughterhouses and stockyards only.
44. Limited to logging and lumber processing only.
45. Limited to cabinet shops only.
46. Includes a 6 foot high solid visual barrier fence or masonry wall around the entire storage area.
DATE: October 17, 2018

TO: The Honorable Mayor and Members of the City Council

FROM: Michael Maloy, AICP, Planning Director

MEETING: City Council Work Meeting October 24, 2018

REQUEST: Discussion of Building Setbacks in Agricultural, Residential, and Mixed Use Zones

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>
</tr>
</thead>
<tbody>
<tr>
<td>A-.25 and A-.50</td>
<td>25'</td>
<td>1 side yard: 8'</td>
<td>Single-family dwelling: 25'</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Both side yards: 18'</td>
<td>Any portion of uncovered or covered patio or deck: 20'</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Corner lot: 20' from street</td>
<td></td>
</tr>
<tr>
<td>A-1</td>
<td>25'</td>
<td>1 side yard: 10'</td>
<td>Same as above</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Both side yards: 20'</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Corner lots: 20' from street</td>
<td></td>
</tr>
</tbody>
</table>

Chart 10.10.B Minimum Yard for Residential (in residential zones):

<table>
<thead>
<tr>
<th>Zone</th>
<th>Front Yard</th>
<th>Side Yard</th>
<th>Rear Yard</th>
</tr>
</thead>
<tbody>
<tr>
<td>R-1-10 R-1-15</td>
<td>25'</td>
<td>1 side yard: 8'</td>
<td>Single-family dwelling: 25'</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Both side yards: 18'</td>
<td>Any portion of uncovered or covered patio or deck: 20'</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Corner lots: 20' from street</td>
<td></td>
</tr>
<tr>
<td>R-1-21</td>
<td>25'</td>
<td>1 side yard: 10'</td>
<td>Same as above</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Both side yards: 20'</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Corner lots: 20' from street</td>
<td></td>
</tr>
<tr>
<td>R-1-43</td>
<td>25'</td>
<td>15'</td>
<td>Same as above</td>
</tr>
<tr>
<td>R-2-10 R-2-15</td>
<td>Determined with planned unit development approval</td>
<td>Driveways: 24' from back of sidewalk; 10% maximum slope unless specifically engineered, but shall not exceed 20%</td>
<td></td>
</tr>
<tr>
<td>M</td>
<td>Determined with planned unit development approval</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Staff Memorandum


<table>
<thead>
<tr>
<th>Zone</th>
<th>Front Yard</th>
<th>Side Yard</th>
<th>Rear Yard</th>
</tr>
</thead>
<tbody>
<tr>
<td>MU-2</td>
<td>20'</td>
<td>None, except as follows: Side yard adjacent to agricultural or residential zone boundary; 20' unless reduced by the Planning Commission based on surrounding existing and possible future uses</td>
<td>None, except as follows: Rear yard adjacent to lot or parcel in agricultural or residential zone; 30'</td>
</tr>
<tr>
<td>MU-2</td>
<td>6'</td>
<td>Determined as part of Master Plan</td>
<td>None</td>
</tr>
</tbody>
</table>

Discussion:

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.
Request
Herriman City is proposing to amend Title 10 of the Herriman City Code, which is the Herriman Land Development Code. The proposal is to revise Chapter 16, the Table of Uses, to allow manufacturing in the T-M (Technology Manufacturing) Zone and modify Chapter 23, Landscaping and Screening, for landscaping requirements in the T-M Zone.

Notice
The City posted the public hearing notice in the newspaper on September 23, 2018, and on the Herriman City website on September 26, 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 held a public hearing on October 4, 2018, and recommended approval of the proposed changes. The City Council then holds a public meeting to discuss the item and make the final decision.

Discussion
The proposed text change will add manufacturing as a conditional use in the T-M Zone. The new annexation area near the northwest part of the City will most likely implement the T-M Zone, and the users will need to perform some manufacturing tasks on site. This change will allow that to occur.

Manufacturing is defined within section 10-3-6 of City Code as follows:

An establishment engaged in the manufacture of finished products or parts, predominantly from previously prepared materials, including processing, fabrication, assembly, treatment and packaging, and incidental storage, sales, and distribution of such products, but excluding heavy industry uses as defined in this section.

The text change also modifies the landscaping requirements for the T-M Zone. The current landscaping ordinance requires 20% of a site within the T-M Zone be landscaped. City Code also
requires that amenities such as a sports court or gazebo be included. This change will require 15% of the site be landscaped, which is consistent with the requirements of the C-2 and M-1 zones. The T-M Zone will continue to require 20 feet of landscaping with a berm along all street frontages.

However, following the Planning Commission’s September meeting, staff met with a developer who is proposing to construct a new manufacturing facility in Herriman and requested the following additional amendments:

- Reduce the minimum landscape requirement to 10% for parcels in the T-M Zone.
- Remove the minimum landscape requirement of 5% for parking lots in the T-M Zone.

Regarding the proposed additional amendments, the Council should note that the current City Code authorizes the Planning Commission to “approve landscape plans that deviate from strict compliance with the provisions” of the City’s landscape regulations:

**10-23-6 Waiver of Strict Compliance** (with landscaping and screening regulations)

A. Waivers Authorized: Since site conditions and development constraints may vary among sites, the Planning Commission may approve landscape plans that deviate from strict compliance with the provisions of this chapter as provided in subsection C of this section.

B. Application: A person desiring a waiver shall, in conjunction with an applicable development application, submit a written request which describes the proposed waiver, provides grounds justifying the waiver, and shows how the intent of this chapter will be met by the proposed waiver.

C. Findings Required: The Planning Commission may authorize a waiver from the requirements of this chapter, to the extent authorized herein, only if it finds the waiver:

1. Preserves the purpose of this chapter and the provision for which a waiver is authorized;
2. Will not result in an adverse impact on surrounding properties; and
3. a. The strict application of the provision in question is unreasonable or unnecessary for the specific use, design, or site proposal given the nature of the proposal or alternate measures proposed by the applicant; or
   b. The property has extraordinary or exceptional physical conditions not generally existing on nearby property in the same zone and such conditions will not allow strict compliance with all of the provisions of this chapter.

**Recommendation**
The Planning Commission recommended approval of the proposed text changes to Chapter 16 to add manufacturing as a conditional use in the T-M Zone and reduce the minimum landscaping requirements from 20% to 15% in the T-M Zone.

**Attachments**

A. Proposed Amendment
Attachment A
Proposed Amendment
10-16-1: USES:

<table>
<thead>
<tr>
<th>Industrial:</th>
<th>OP</th>
<th>C-1</th>
<th>C-2</th>
<th>M-1</th>
<th>T-M</th>
<th>MU</th>
<th>MU-2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Freight terminal</td>
<td></td>
<td></td>
<td></td>
<td>C</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Heavy industry</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Laundry services</td>
<td>P</td>
<td>P</td>
<td></td>
<td></td>
<td></td>
<td>C</td>
<td></td>
</tr>
<tr>
<td>Manufacturing</td>
<td>C</td>
<td></td>
<td></td>
<td>C</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Manufacturing, light</td>
<td>C</td>
<td>C</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Recreational vehicle storage yard</td>
<td>C</td>
<td></td>
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<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Wholesale and warehousing, general</td>
<td>C</td>
<td>C</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wholesale and warehousing, limited</td>
<td>C</td>
<td>C</td>
<td></td>
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</tr>
</tbody>
</table>

C. New Multiple Residential And Commercial Development:

1. At least fifteen percent (15%) of a site located in the R-M, OP, C-1, C-2, M-1, T-M, MU, and MU-2 Zones shall be landscaped as required by this chapter.

2. At least twenty percent (20%) of a site located in the T-M Zone shall be landscaped as required by this chapter. Landscaping shall include amenities such as water features, sports courts, gazebos, connections to master planned trails, and additional landscaping plantings.
DATE: October 17, 2018
TO: The Honorable Mayor and City Council
FROM: Michael Maloy, AICP, Planning Director
MEETING: City Council Work Meeting October 24, 2018
REQUEST: Amend the Herriman Land Development Code to increase the maximum building height, remove auto sales, and add stadiums in the C-2 (Commercial) Zone.
Applicant: Herriman City
File Number: Z2018-19

Request
Herriman City is proposing to amend Chapter 12 (Commercial and Office Zones) of Title 10 (Herriman Land Development Code) in the Herriman City Code by increasing the maximum building height in the C-2 (Commercial) Zone. The proposed amendment will also revise Chapter 16, the Table of Uses, to remove auto sales and add stadiums as a conditional use in the C-2 Zone.

Notice
The City posted the public hearing notice in the newspaper on September 23, 2018, and on the Herriman City website on September 26, 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 held a public hearing on October 4, 2018, and recommended approval of the text change. The City Council then holds a public meeting to discuss the item and make the final decision.

Discussion
The current maximum building height limit in the C-2 Zone is 45 feet. The original proposal was to allow a maximum height of 75 feet for buildings in the commercial zone. However, the Planning Commission recommended the City maintain the 45-foot height limit for all land uses within the C-2 Zone and allow additional building height as a conditional use with no maximum.

In concert with a separate zoning amendment to create an Auto Mall Special District, which has also been recommended by the Planning Commission, this proposal removes auto sales as a use in the C-2 Zone. If approved, auto sales will only be allowed in the new special district.

Finally, this change will allow stadiums as a conditional use in the C-2 Zone.
Recommendation
The Planning Commission recommended approval of the proposed text changes to Chapter 12 – Commercial and Office Zones, to alter the maximum building height in the C-2 (Commercial) Zone to 45’ as a permitted use and no maximum height with a conditional use. They also recommended approval to revise Chapter 16, the Table of Uses, to remove auto sales, and add stadiums as a conditional use in the C-2 zone.

Attachments

A. Proposed Amendment
Attachment A
Proposed Amendment
### 10-16-1: USES:

<table>
<thead>
<tr>
<th>Uses(^1)</th>
<th>OP</th>
<th>C-1</th>
<th>C-2</th>
<th>M-1</th>
<th>T-M</th>
<th>MU</th>
<th>MU-2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public and civic:</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Auditorium or stadium</td>
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<td></td>
<td></td>
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<td></td>
<td>C</td>
<td></td>
</tr>
<tr>
<td>Vehicle and equipment rental or sale</td>
<td>C</td>
<td>P</td>
<td>C</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 10-12-7: OTHER APPLICABLE REGULATIONS

C. Maximum building height:

<table>
<thead>
<tr>
<th>Zone</th>
<th>All Buildings</th>
</tr>
</thead>
<tbody>
<tr>
<td>C-1</td>
<td>35'</td>
</tr>
<tr>
<td>C-2</td>
<td>45' with a permitted use</td>
</tr>
<tr>
<td></td>
<td><strong>No maximum height with conditional use approval</strong></td>
</tr>
<tr>
<td>OP</td>
<td>45'</td>
</tr>
</tbody>
</table>
DATE: October 17, 2018

TO: Honorable Mayor and City Council

FROM: Michael Maloy, AICP, Planning Director

MEETING: City Council Work Meeting, October 24, 2018

REQUEST: Text Change to the Herriman Land Development Code to Revise the Home Occupations Chapter

Applicant: Herriman City
File Number: Z2018-14

Request
Herriman City is proposing a text change to Title 10 of Herriman City Code, which is the Herriman Land Development Code, to revise Chapter 22 Home Occupations. The request consolidates all requirements for Home Occupations into one chapter. It also creates a new classification of “Home Group Instruction.”

Notice
The City posted the public hearing notice in the newspaper on August 5, 2018, and on the Herriman City website on August 6, 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 held a public hearing on August 16, 2018, and recommended approval of the text change to the City Council. The City Council then holds a public meeting to discuss the item and make the final decision.

Discussion
In December 2017, the City adopted a new Land Development Code. Included in the new ordinance were changes that made all home occupations—other than daycares and preschools—a permitted use. However, many of the same nuisances that need to be mitigated for daycares and preschools are present in nearly all instructor-led home occupations, including tumbling or swimming lessons. This text change is to is to modify all of these types of home occupations to become conditional uses rather than permitted ones. It also creates a new classification of “Home Group Instruction” and add standards of review.

During the City Council work meeting on September 12, the Council asked for more information regarding the number of sessions per day that could be held. The Council also asked for information regarding ordinances in other cities. Staff has reviewed the ordinances of several cities and found the following:
Staff Report

<table>
<thead>
<tr>
<th>City</th>
<th>Number of students</th>
<th>Number of sessions</th>
</tr>
</thead>
<tbody>
<tr>
<td>South Jordan</td>
<td>Maximum of 8 students at a time</td>
<td>Limited to 2 sessions per day; maximum of 4 sessions per week</td>
</tr>
<tr>
<td>Taylorsville</td>
<td>Maximum of 12 students at a time</td>
<td>Limited to 2 sessions per weekday</td>
</tr>
<tr>
<td>Eagle Mountain</td>
<td>12 clients per hour/maximum of 24 clients per days</td>
<td>N/A</td>
</tr>
<tr>
<td>Sandy</td>
<td>Maximum of 8 students at a time; maximum of 8 students per day</td>
<td>N/A</td>
</tr>
<tr>
<td>West Jordan</td>
<td>Not more than 12 clients per day</td>
<td>N/A</td>
</tr>
<tr>
<td>Farmington</td>
<td>Limited to 8 students at a time as a permitted use; up to 16 students with a conditional use</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**Recommendation**
This item is not on the agenda for decision. The City Council may provide staff with feedback or ask additional questions. The text change will be brought back for decision at a future meeting.

**Attachments**
A. Proposed Amendment
Attachment A
Proposed Amendment
Chapter 22
HOME OCCUPATIONS

10-22-1: PURPOSE:
The purpose of this chapter is to establish use and development regulations for home occupations. These regulations are intended to ensure that limited business activities allowed in a residence do not disturb the residential character of a neighborhood.

10-22-2: SCOPE:
The requirements of this chapter shall apply to any home occupation conducted within the City.

10-22-3: DEFINITIONS:
Certain words and phrases in this chapter, including uses, are defined in chapter 3 of this title.

10-22-4: PERMITTED AND PROHIBITED USES:

A. Permitted Uses In Agricultural And Residential Zones: Except for prohibited uses set forth in subsection B of this section, a person residing in a dwelling located in an agricultural or residential zone may conduct a home occupation, subject to the home occupation standards set forth in section 10-22-5 of this chapter and any other applicable requirement under this title.

B. Prohibited Uses In All Zones: The uses set forth below involve operations not suited to a residential area and shall be prohibited as home occupations in all zones:

- Any use that requires or utilizes chemicals or hazardous materials in excess of volumes allowed by the International Fire Code in a dwelling.
- Auto body or fender work.
- Junkyards, storage or recycling yards.
- Manufacture or sale of ammunition, explosives, or similar products.
- Mortuaries and crematoriums.
- Rental or sale of vehicles exceeding two (2) rentals or sales per year.
Sexually oriented businesses.

Short term rentals.

Vehicle towing operations.

10-22-5: HOME OCCUPATION STANDARDS:
The standards set forth in this section shall apply to any home occupation, except as otherwise provided in section 10-22-6 of this chapter.

A. Accessory Buildings: A home occupation shall not involve the use of any accessory building.

B. Business License: Approval of a home occupation shall not relieve a person from obtaining a City business license as required by this Code.

C. Employees Prohibited On Premises: No person conducting a home occupation shall permit any employee, contractor, or other person to do any work related to the home occupation on the premises where the home occupation is located.

D. Fire Inspection: Every facility used in a home occupation may be inspected by the Fire Department prior to initial use and shall meet Fire Department standards at all times.

E. Inventory: Products associated with a home occupation may be kept on the premises provided that storage of such items shall be inside the dwelling and shall be limited to a maximum of two hundred fifty (250) cubic feet.

F. Modification Of Structures: There shall be no visible evidence from the exterior of a dwelling indicating any use other than for a dwelling.

G. Neighborhood Disturbance: A home occupation shall not alter the residential character of the premises or unreasonably disturb the peace and quiet of the neighborhood by reason of construction, dust, electrical or electromagnetic wave interference, fumes, lighting, noise, odor, smoke, sounds, traffic, vibration, or other causes.

H. Parking: Parking shall be limited to two (2) available parking spaces on the subject property where automobiles are customarily parked. No additional parking spaces shall be created to serve a home occupation.

I. Product Display: There shall be no external display of products or merchandise.

J. Promotional Meetings: Promotional meetings for the purpose of selling merchandise, taking orders, or training shall be prohibited.

K. Secondary Use Only: A home occupation shall be conducted entirely indoors and shall be incidental and secondary to the primary use of a dwelling for residential purposes. Not more than twenty percent (20%) of the floor area of a dwelling unit shall be used for a home occupation.
L. Signs: See chapter 27 of this title.

M. Traffic And Access: A home occupation shall not generate pedestrian, parking, or vehicular traffic in excess of that customarily associated with the zone where the home occupation is located. A home occupation which generates additional pedestrian, parking, or vehicular traffic is prohibited in a dwelling unit which shares a common driveway or other access with an adjoining dwelling unit.

N. Utility Demand: A home occupation shall not cause a demand for public utilities in excess of that necessarily and customarily provided for residential uses.

O. Yards: Yards surrounding a dwelling and any accessory building:

   1. May be used for activities customarily conducted outside a dwelling unit, such as swimming lessons and child play areas; and

   2. Shall not be used for storage of any materials or equipment associated with a home occupation.

P. Hours: Home occupations involving pedestrian or vehicle traffic shall be conducted only between the hours of seven o’clock (7:00) A.M. and seven o’clock (7:00) P.M.

10-22-6: SPECIAL HOME OCCUPATIONS IN AGRICULTURAL ZONES:
Notwithstanding any contrary provision in section 10-22-5 of this chapter, and subject to the provisions of this section, a person residing in a dwelling located in an agricultural zone and up to two (2) employees may conduct a special home occupation. If the lot where the home occupation is located is larger than one acre, up to four (4) employees on the premises may operate the home occupation. A special home occupation shall be a conditional use in the agricultural zones.

A. Accessory Buildings: Work may be done in accessory buildings if any nuisance arising from noise and odors, other than those incidental to legitimate agricultural uses, is mitigated.

B. Business License: A business license for a home occupation in an agricultural zone shall not exceed two (2) years but may be renewed subject to applicable provisions of this chapter.

C. Equipment: Equipment may be stored outside a building in a rear yard.

D. Parking: One additional parking space on the premises shall be provided for each employee coming to the dwelling as a result of the home occupation. Such parking shall be located only in a side or rear yard.

E. Restrooms: Any accessory buildings where employees work shall have restrooms for such employees.
F. Secondary Use Only: A home occupation shall be incidental and secondary to the use of the dwelling and the premises for agricultural purposes and shall not change the character of the dwelling.

G. Storage: Storage of material shall be within an enclosed building.

10-22-7 HOME DAYCARE:
A home daycare shall meet the home occupation standards of section 10-22-5 and the following additional requirements:

1. The operator of the daycare shall be a bona fide resident of the premises where the home occupation is conducted.

2. The number of children attending a daycare center shall conform to applicable requirements of the Utah Code.

3. Outdoor play areas shall be fenced and located only in a rear yard or side yard. No play or yard equipment shall be located in the front yard.

4. A daycare center operated as a home occupation shall be prohibited if located on a shared driveway.

10-22-8 HOME GROUP INSTRUCTION:
A home occupation for group instruction, including, but not limited to, preschools, tumbling lessons, swimming lessons, or dance lessons, shall meet the home occupation standards of section 10-22-5 and the following additional requirements:

1. The instructor shall be a bona fide resident of the premises where the home occupation is conducted.

2. For purposes of this section, a group shall be defined as three (3) or more students attending a session.

3. The number of children attending for preschool instruction shall conform to applicable requirements of the Utah Code.

4. The number of classes shall be limited to two sessions per day. The sessions must be separated by at least thirty minutes to allow adequate time for pick-up and drop-off.

5. Outdoor play areas shall be fenced and located only in a rear yard or side yard. No play or yard equipment shall be located in the front yard.

6. A home occupation for instruction shall be prohibited if located on a shared driveway.
Add “Home Group Instruction” on the Table of Uses (Chapter 16) as a conditional use in the following zones:
A-.25
A-.5
A-1
R-1-10
R-1-15
R-1-21
R-1-43
R-2-10
R-2-15
FR-1
MU-2

Add “Special Home Occupation” on the Table of Uses (Chapter 16) as a conditional use in the following zones:
A-.25
A-.50
A-1
10-29-16: DAYCARE AND PRESCHOOLS:

A "daycare/preschool center", as defined in chapter 3 of this title, shall be subject to the following conditions:

A. Compatibility: A daycare/preschool center located within an existing building shall be compatible with existing and proposed land uses located on the same lot. New construction shall be compatible in design and scale of building with existing development within the same area.

B. State Approval: A daycare/preschool center shall be approved as required by the State Department of Social Services.

C. Parking: Parking, pickup, and delivery areas shall be provided as required by chapter 24 of this title.

D. Frontage: In any zone, except the R-M, C-1, C-2, or M-1 Zones, the lot on which a daycare/preschool center is located shall have frontage on a street with an existing right-of-way of eighty feet (80') or greater.

E. Home Occupation: A home daycare/preschool shall meet the home occupation requirements set forth in chapter 22 of this title and the following additional requirements:

   1. The operator shall be a bona fide resident of the premises where the home occupation is conducted.

   2. The number of children attending a daycare or preschool center shall conform to applicable requirements of the Utah Code.

   3. Outdoor play areas shall be fenced and located only in a rear yard or side yard. No play or yard equipment shall be located in the front yard.

   4. Notwithstanding subsection C of this section, no additional parking or drop-off area shall be created.

   5. A daycare or preschool center operated as a home occupation shall be prohibited if located on a shared driveway.
**10-3-5 Definitions, Generally**

HOME OCCUPATION: A commercial or other nonresidential use conducted within a dwelling unit that is incidental and secondary to the use of the dwelling for residential purposes as permitted pursuant to chapter 22 of this title.

HOME OCCUPATION, SPECIAL: A home occupation located in an agricultural zone conducted pursuant to chapter 22 of this title.

HOME DAYCARE: A facility located within a dwelling and yard which, for direct or indirect compensation, provides care, protection, supervision, of twelve (12) or less children, including the caregiver's own children under the age of six (6) and not yet in full day school. (State Statutes and regulations may contain additional requirements or may limit the number of children allowed in a home daycare) "Home daycare" does not include care provided in the home of the parent or legal guardian of a child or children.

HOME GROUP INSTRUCTION: A facility located within a dwelling and yard which, for direct or indirect compensation, provides instruction for three (3) or more students at a time for uses including, but not limited to, preschool, tumbling lessons, swimming lessons, or dance lessons. Subject to the requirements of Chapter 22 of this title.

**10-3-6 D:**

DAYCARE/PRESCHOOL, HOME: A facility located within a dwelling and yard which, for direct or indirect compensation, provides care, protection, supervision, and/or preschool instruction of twelve (12) or less children, including the caregiver's own children under the age of six (6) and not yet in full day school. (State Statutes and regulations may contain additional requirements or may limit the number of children allowed in a home daycare/preschool.) "Home daycare/preschool" does not include care provided in the home of the parent or legal guardian of a child or children.
DATE: October 17, 2018

TO: The Honorable Mayor and City Council

FROM: Gordon Haight, Assistant City Manager

SUBJECT: Annexation Agreement

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

BACKGROUND:
Kennecott has signed an 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 to discuss what should be in the annexation agreement. Attached is the draft agreement.

DISCUSSION:
A map showing the annexation area is attached and 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 owns 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 represents 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 initially 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. The Parties agree that after annexation of the Property that they will engage in land use planning process with respect to the Property. Planning includes consideration of residential uses with respect to the Property.

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 construction/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 agrees 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: _________
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: __________________________
RECOMMENDATION:
The City Council review a .48 parcel of property owned by the City, and determine if the City Council is interested in directing staff to start the surplus property process to dispose of the property.

BACKGROUND:
The parcel was deeded to the City by UDOT as right-of-way. The parcel is not needed for ROW.

DISCUSSION:
The site information is attached.
Rocky Mountain Power is proud to serve the residents and businesses in Herriman City with safe and reliable electricity. We value the partnership with Herriman City and are honored to be involved in the community.

**Rocky Mountain Power Facts for Herriman City**
- customers served: 10,946
- kilowatt-hours delivered 144,041,798
- New infrastructure in-service

**Rocky Mountain Power Sponsorship: $4,000**
- PRCA Rodeo
- Herriman Towne Days
- Enduro Challenge

**Renewable Energy -- 7.01% renewable**
- **Blue Sky Program**: 417 Blue Sky voluntary customer participants; 1,706,704 kWh
- **Utah Solar Incentive Program**: $20,670 in incentives
- **Subscriber Solar Program** (20 megawatt solar facility in Millard County): 52 voluntary customer participants, 487,886 kilowatt-hours annually
- **Net Metering**: 764 Customers; 7,903,735 kilowatt-hours generated

**wattsmart Program** - $130,230.00 incentives, kWh saved 796,822 and annual cost savings $58,871.00
The following are the minutes of the Special City Council Meeting of the Herriman City Council. The meeting was held on Wednesday, September 26, 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:** Nicole Martin, Sherrie Ohm and Clint Smith, Jared Henderson arrived at 8:35 p.m.

**Staff Present:** City Manager Brett Wood, Assistant City Manager Gordon Haight Finance Director Alan Rae, Deputy City Recorder Wendy Thorpe, Public Works Director Justin Edwards, Parks and Recreation Director Wendy Thomas, Operations Director Monte Johnson, City Engineer Blake Thomas, Police Chief Troy Carr, City Planner Michael Maloy, Unified Fire Chief Riley Pilgrim, Chief Building Official Cathryn Nelson, Communications Specialist Mitch Davis, City Attorney John Brems, UPD Acting Deputy Police Chief Brian Lohrke, Assistant City Planner Bryn McCarty.

**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**
   The Council and staff briefly reviewed the agenda. It was reported that Jordan School District Representative Darrell Robinson may arrive late and force Item 6.1 to be delayed. Councilmember Smith reviewed an email from Councilmember Henderson regarding the trail approval process. Regarding proximity to residential areas, an alignment proposal should be reviewed. Councilmember Martin proposed a standard of 300-feet. Parks and Recreation Director Wendy Thomas stated proposals would be brought to the Council soon. Councilmember Henderson inquired into the necessity of the Master development agreements.
2.2. Future Agenda Items
No future agenda items addressed.

3. Administrative Reports

3.1. Majestic View Lane Maintenance Agreement Discussion – Blake Thomas, City Engineer
City Engineer Blake Thomas explained maintenance location and discussed PowerPoint details. The property boasts of unique lots and property in Herriman. The County typically maintains Majestic View Road. Certain residents are concerned with traffic issues. The lane was originally dedicated to the county and is not considered a private road. At this point, the road still needs to be paved and the City has the option to annex the road. An Interlocal Agreement with the sunset clause would remain an option.

Councilmember Martin expressed her opinion to annex the property into the City. The Council discussed the importance of a sunset clause. The City has a few options if the property cannot be annexed. For example, the developer agreed to build the road only to a certain point. The Council further discussed dedication vs. annexation. City Engineer Blake Thomas mentioned investigating a specific timeline. This may make it easier to deed the property to the City.

3.2. Discussion Relating to the Auto Mall Zone – Michael Maloy, City Planner
City Planner Michael Maloy discussed a recently published report that recommended approval from the Commission. City Attorney John Brems has thoroughly reviewed the report. The draft contained in the packet related to the C-2 Zoning Amendment that would remove all auto sales from any other zones and restrict them to the Auto Mall District. Currently, a text-only amendment is in process. A separate process would be required for any actual zoning change. City Planner Michael Maloy offered to answer questions. Councilmember Martin expressed her hope that the City would be closer to completing the changes. The City anticipated more feedback from the development team. Councilmember Martin expressed her concern of missing an opportunity. City Planner Michael Maloy emphasized in response that the City has promptly complied with all requests from the developer.

3.3. Herriman Crossroads Development Agreement Update – Michael Maloy, City Planner
City Planner Michael Maloy explained the latest version of the Herriman Crossroads Development Agreement with redactions. An attorney for the developer is reviewing the agreement as well. The Staff recently combed through the agreement for cleanup. City Planner Michael Maloy received an email from the developer's team yesterday approving the Staff changes and inquiring into the next step. A clean draft will be delivered to the City Attorney from Staff and Council will have the opportunity to make changes. The property would include 254 apartment units as a portion of the total property. Current zoning could also allow for 1,418 potential total units on 12 acres. However, total amount was recently reduced to 1,002. Councilmember Martin expressed her appreciation for the hard work. City Planner Michal Maloy promised to pass along her remarks to the team.

3.4. Discussion of the Informal Inquiry regarding Garbage Services – Justun Edwards, Public Works Director
Public Works Director Justun Edwards explained the review of other potential providers. He thanked Wasatch Front Waste and Recycling District (WFWRD) Executive Director Pam Roberts for her understanding. The objective was to determine the best services as information from potential providers had been listed, along with the represented areas. Ace Disposal and Waste Management are also included. Public Works Director Justun Edwards presented a
side-by-side comparison chart of each contender. Many of these include an additional cost. For example, community partnerships or emergency cleanups include additional costs from many providers. Councilmember Martin requested a base cost comparison. Executive Director Pam Roberts explained that FEMA funding offers some reimbursement. She clarified that some locations with WFWRD also contain additional costs. The cost comparison and other spreadsheets were explained. Many companies did not include a Special Assist for green waste. Although costs are comparable among the providers, WFWRD includes more services for the cost. Public Works Director Justun Edwards requested direction from Council. Councilmember Martin asked to share the analysis with the residents. Councilmember Ohrn stated that the City must ensure due diligence. Public Works Director Justun Edwards confirmed that he would push the info out to the residents.

3.5. **Discussion Pertaining to Eric’s Trail – Wendy Thomas, Director of Parks, Recreation and Events**

Parks and Recreation Director Wendy Thomas explained Eric’s Trail location for the old and new trail. Cut by the developer, the dotted line in the presentation represented private property. She presented videos of mountain bikers on the trail. Sound decibels were 46-points lower than regular conversations at closest point to concerned resident homes. Multiple mountain biking teams utilize the trail. Bikes could not be heard over a pool filter or neighbor’s music. One resident emailed and informed her that he had deleted some of his more aggressive social media posts. Use of existing trails saved about $9,000. Other options further from these homes were discussed. Option One would be to maintain existing trail; Option Two and Three include moving the trail further away. Councilmember Martin emphasized keeping the process the same throughout. The trail could become an issue for residents with increased use. Assistant City Manager Gordon Haight stated other trails already exist that are closer to homes. Councilmember Martin responded that the City has mitigated the issue. Councilmember Ohrn mentioned her concern that residents complained about voices from the trails during early morning hours. She expressed concern for mischief. City Manager Brett Wood added that scouts have spent all night on the trails and if a neighbor had noticed a problem, they could have called to complain. It is a public place and the Council has the ability to determine specific hours of use. Assistant City Manager Gordon Haight mentioned installation of signs for trail etiquette and ongoing training. Parks and Recreation Director Wendy Thomas requested direction from the Council; Councilmember Martin emphasized following what the City needs. The topic will be revisited later.

3.6. **Parks Master Plan Update – Wendy Thomas, Director of Parks, Recreation and Events**

Parks and Recreation Director Wendy Thomas explained the necessity for a representative at the open houses and on trail meetings. Councilmember Smith offered to serve.

3.7. **Electric Vehicle Charging Station Updates – Wendy Thomas, Director of Parks, Recreation and Events**

Parks and Recreation Director Wendy Thomas explained the growth in market for electric cars. She described different types of charging stations. Stations are more expensive along highway corridors where people need a quick charge. The Plugshare website shows each charger location and charger levels. Users can rate the chargers and leave reviews. The Council approved $36,000 for chargers. Parks and Recreation Director Wendy Thomas reviewed different costs and charging port levels. At certain networked locations, the City would remain under budget with State incentives. The current proposal is for five ports. There would be no additional space available. One more port could be added to an ADA parking space. Mayor David Watts requested information regarding longevity of
September 26, 2018 – City Council Minutes

they discussed uniformity in the auto industry at the state and city levels. Certain libraries in Logan, Tremonton, and Salt Lake City provide chargers. Councilmember Martin asked if the charger installment falls into City hands and requested to know estimated resident use. Parks and Recreation Director Wendy Thomas presented the ongoing costs for networked $3,250 and non-networked $1,850. This would be a service; the City would not make profit.

Assistant City Manager Gordon Haight added that motivating factors include air quality and sending a message that the City is involved. Mayor David Watts mentioned installing one charging port and monitoring usage before adding more. Although expanding the network later would increase the cost overall, it is an option for consideration. As the percentage of electric vehicles increases, perhaps more ports could be added. Assistant City Planner Bryn McCarty mentioned her personal usage. Not all electric cars include a super port. More cars function well with Level 2 charging. The Council discussed the role of the government in the matter. Many locations include ports offered by a business in order to increase sales. The Council offered the opinion that the City would not provide the service at this time.

3.8. Discussion of a Potential Interlocal Cooperative Agreement with Salt Lake County regarding Planning Services for Pending Annexation – Michael Maloy, City Planner

City Planner Michael Maloy discussed the ability to begin construction prior to completion of reviews. The developer requested a reduction of any additional costs from an expedited review. The County appeared cooperative and the process maintained transparent. The County would allow issuance of permits. City Attorney John Brems has been working on drafts; the County Council would need to approve any processes. Assistant City Manager Gordon Haight added that all documents would need completion before the next City Council meeting in order to meet the deadline. The concern of the County is to ensure notification of affected entities.

3.9. Discussion of an Annexation Agreement with Kennecott Utah Copper, LLC – Gordon Haight, Assistant City Manager

Assistant City Manager Gordon Haight informed the Council that the property acquisition still needed to be completed. A date would provided for January.

3.10. Discussion on Salt Lake Community College Use of Herriman Community Center – Monte Johnson, Director of Operations

Director of Operations Monte Johnson explained the use of the Community Center that had been declared surplus. SLCC has had a large response to classes at the location. Some renovations have been completed but the institution is interested in utilizing the basement. The City is concerned that the timeline for the new SLCC could prove difficult if the building sold. They have offered to take over maintenance costs. SLCC will have a meeting next week and request appropriation at next session. Councilmember Martin mentioned that eliminating City costs is beneficial to the City. Higher enrollment will assist SLCC to get approval for campus funding. She added that it could be an ideal use that inevitably benefits the City. The Council supported having them take over costs. City Manager Brett Wood recommended that the Council review its use each year. Councilmember Smith confirmed that maintenance and upkeep would be covered by SLCC as well. Director of Operations Monte Johnson confirmed that they have enough staff to maintain the building. The roof does need renovations and the City can negotiate this with SLCC. Insurance would cover any further incidents.
3.11. City Manager Updates – Brett Wood, City Manager
City Manager Brett Wood explained that Sales tax revenues for July were up 21-percent. The point of sale for the City was higher last month than it was for last Christmas. The impact of new grocers in the area was discussed.

4. Adjournment
Councilmember Smith moved to adjourn the Work Meeting and move into the General Meeting at 6:42 pm. Councilmember Martin seconded the motion and all voted aye.

7:00 PM - GENERAL MEETING:
1. Call to Order
Mayor David Watts called the meeting to order at 7:01 p.m. and welcomed those in attendance.

   1.1. Invocation/Thought/Reading and Pledge of Allegiance
Jordan Bowles 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
Councilmember Ohrn mentioned that Executive Director Pam Roberts would present WFWRD information.

2. Public Comment
There was no public comment offered.

3. Mayor and Council Board and Committee Reports
Councilmember Ohrn mentioned again that Pam Roberts would present WFWRD information.

4. Reports, Presentations and Appointments
Executive Director Pam Roberts expressed her appreciation for proudly serving Herriman City. She presented a 9-minute plastic recycling video. She stated that good news in product stewardship by companies such as Kroger and McDonalds. She also introduced Mr. Shawn Summerhays, the sustainability coordinator. She praised his efforts in making sure the information makes it out to the City residents. She then presented a PowerPoint on recycling.

Executive Director Pam Roberts discussed educating the public about the cost increase in 2018. A fund balance would stay sustainable until 2022. The fee would most likely increase in 2021 in order to compensate. Adding to the landfill would cause an increase of one additional dollar per month per household to continue recycling. A customer survey with Survey Monkey had 6,300 responses. This is the highest amount of respondents ever for one of their surveys. The topic and brevity of the survey may have been responsible for the increase in responses. She reviewed the results with the Council and explained that 70.5-percent of district residents would support a nominal fee increase in the next 2-3 years in order to continue the recycling program.
Councilmember Ohrn was pleased by how many residents support recycling. Mayor Watts requested details regarding the survey sampling techniques. Councilmember Ohrn expressed interest in the social media influence. Post card notifications were mailed, but the survey was also on the website. Councilmember Martin gave appreciation for the efforts to keep the costs down. Councilmember Ohrn also mentioned the China market reaching out the high schoolers to make an effort to recycle plastic locally. This may help local markets open up. She made a note that thin film bangs and dry cleaning bags are not recyclable. Additional contamination harms the current efforts.

4.2. **Timeline of the Boundary Changes and an Update to the New High School and Elementary School – Darrell Robinson, Jordan School Board**

Board Member Darrell Robinson approached the podium and thanked the Council for inviting him to distribute reports. He addressed school overcrowding due to unbalanced populations and reviewed a handout and timelines. He identified varying school capacities. In the next month, several open houses will occur to discuss boundary changes. These changes will be finalized by November 13, 2018. He discussed students crossing Mountain View Corridor. Herriman City is the only area that does not bus to avoid high traffic areas. Mayor David Watts affirmed that student safety is a top priority and referenced designated pedestrian overpasses. He also remarked on the substantial students living on east side. The Autumn Crest Road development was a concern.

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

Herriman Police Chief Troy Carr stated that HPD had been created in 120 days. He expressed his experience with onboarding the new officers. He discussed growth and mentioned that Herriman now has some of the most experienced officers. They all came to the City for different reasons but unanimously want to serve the community. For him, it has been a wonderful experience helping to create the culture. Police weapons have been distributed; the uniforms were purchased; photo-shoots have occurred, and the K9 unit is functioning. Each officer received Taser and shooting certifications. He walked through the agenda for the swearing-in ceremony and provided a brief overview of all the training. He expressed appreciation for having experienced owners. The last vehicle will be finalized by Friday. The ceremony is set for tomorrow night. On September 29, 2018 and 11:59pm, HPD will officially take over for UPD. Mayor David Watts expressed his appreciation. Police Chief Troy Carr thanked the City Staff for all their efforts.

4.4. **Unified Fire Department Update – Chief Riley Pilgrim**

Unified Fire Chief Riley Pilgrim provided a fire season update. This season has been busier than anticipated. Significant fires burned in the southwest area of the Valley, many of which could have been prevented. The Rosecrest Fire on September 12, 2018 occurred just outside of Yellow Fork canyon. Many agencies, aircrafts and choppers responded and federal resources stepped in to help. Many cost recoveries are going through different insurance policies. He displayed various pictures depicting the rapid fire growth. Containment was resource intensive with the fire covering over 67 acres. All the crews showed great work. Councilmember Martin asked if more educational measures should be taken and he affirmed that it would be beneficial. All of the incidents will be reviewed for future improvements, for example, aircraft mitigation.

The High Country fire occurred on September 15, 2018. Crews were unable to use aircrafts due to the wind. This fire covered 114 acres and was human caused by a citizen playing with fireworks in a restricted area. This is not allowed.
during this time of year. The fire started with a smoke bomb. He stressed that the City’s restrictions are not too strict and are quite necessary for safety. Two homes were lost but the response of the crews was exceptional. This fire also occurred under red flag conditions. Winds consistently remained around 30 or 40 mph with 50 mph gusts. This area in the past had live evacuation drills, which helped the crews know the area and reduced damage. Fifty units contributed with 100 firefighters. One firefighter suffered heat exhaustion due to the necessary tough decisions. Thirteen other fires occurred at the same time and City power was interrupted for over 24 hours. Dozens of residents were evacuated and several buildings damaged or destroyed.

Another ongoing fire in Camp Williams has covered about 75 acres. The City is not yet in the clear. He showed several pictures displaying the winds. Staging and resources came in from all over the valley and from Utah County. These fires have required a multi-agency effort. He showed an informational outreach video and discussed preparing residents, teamwork, partnership and trust. City Manager Brett Wood mentioned citizens that step up to help and are a great example of the community coming together.

Councilmembers expressed appreciation to the crews and their frustration with vehicle traffic. Herriman Highway was blocked, causing delays for the fire trucks headed to the fires. This is another opportunity to educate the public. One main challenge is identifying locations for blocking roads. Drones also cause a problem; people will come to the area to watch the scene. Mayor David Watts expressed his appreciation for UFA.

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

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

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

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

Councilmember Smith moved to continue item 6.1 Discussion and Consideration of an Ordinance Declaring Approximately .48 Acres of Real Property as Surplus. Councilmember Martin seconded the motion.

The vote was recorded as follows:
Councilmember Jared Henderson Absent
Councilmember Nicole Martin Aye
Councilmember Sherrie Ohrn Aye
The motion passed unanimously.

7. Calendar

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

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

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

Councilmember Ohrn moved to temporarily recess the City Council meeting to convene in closed session to discuss pending or reasonably imminent litigation, and the purchase, exchange, or lease of real property, as provided by Utah Code Annotated §52-4-205 at 8:31 p.m. Councilmember Smith seconded the motion.

The vote was recorded as follows:
Councilmember Jared Henderson Absent
Councilmember Nicole Martin Aye
Councilmember Sherrie Ohrn Aye
Councilmember Clint Smith Aye
Mayor David Watts Aye

The motion passed unanimously.

Councilmember Jared Henderson arrived at 8:35 p.m.

The Council Reconvened the City Council meeting at 9:44 p.m. by consensus.

8. Adjournment
Councilmember Martin moved to adjourn the City Council meeting at 9:45 p.m. Councilmember Henderson seconded the motion and all voted aye.

9. Recommence to Work Meeting (If Needed)
I, Wendy Thorpe, Deputy City Recorder for Herriman City, hereby certify that the foregoing minutes represent a true, accurate and complete record of the meeting held on September 26, 2018. This document constitutes the official minutes for the Herriman City Council Meeting.

______________________________
Wendy Thorpe
Deputy City Recorder
Mayor and Council

Monthly Financial Summary

Attached is the September 2018 financial report, all of the figures are through September 30, 2018. I have presented the information in summary format, please contact me with any questions or concerns.

General Fund
The general fund has revenue exceeding expenditures through September 30, 2018 in the amount of $820,058 this represents an increase in fund balance. We are currently 25% of the year as you will see we are little ahead our projection of revenue and expenditures.

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

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

Alan W Rae
Director of Finance
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<th>9/30/2018</th>
<th>Budget</th>
<th>% of Budget</th>
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<td><strong>TOTAL GENERAL FUND REVENUE</strong></td>
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<td>$26,875,479</td>
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</table>

<p>| <strong>EXPENDITURES</strong>     |           |         |             |
| Governmental Activities |       |         |             |
| Legislative           | $24,743  | $142,018| 17.42%      |
| Planning Commission   | 5,970    | 30,300  | 19.70%      |
| Legal                 | 67,574   | 367,000 | 18.41%      |
| Administration        |           |         |             |
| Administration        | 128,204  | 551,746 | 23.24%      |
| Communications        | 139,824  | 601,287 | 23.25%      |
| Courts                | 54,228   | 241,825 | 22.42%      |
| Human Resources       | 188,276  | 500,045 | 37.65%      |
| Recorder              | 83,665   | 434,800 | 19.24%      |
| Customer Service      | 54,827   | 338,200 | 16.21%      |
| Finance               |           |         |             |
| Finance               | 142,862  | 672,334 | 21.25%      |
| Information Technology| 196,651  | 566,452 | 34.72%      |
| Operations            |           |         |             |
| Facilities            | 140,250  | 782,306 | 17.93%      |
| Enforcement/Emergency | 68,159   | 312,969 | 21.78%      |
| Fleet Management      | 53,192   | 313,186 | 17.09%      |
| Streets               | 428,972  | 1,641,209| 26.14%     |
| Snow Removal          |          | 185,000 | 0.00%      |
| Storm Drain           | 37,668   | 457,282 | 8.24%      |
| Street Signs          | 15,788   | 185,412 | 8.52%      |
| Street Lights         | 122,817  | 562,478 | 21.83%      |
| Parks, Recreation and Events |      |         |             |</p>
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<td><strong>CHANGE IN FUND BALANCE</strong></td>
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## WATER FUND

### REVENUE

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<tr>
<td>Administration</td>
<td>$313,123</td>
<td>$2,602,570</td>
</tr>
<tr>
<td>Maintenance</td>
<td>1,855,186</td>
<td>5,636,472</td>
</tr>
<tr>
<td>Blue Stakes</td>
<td>10,746</td>
<td>107,919</td>
</tr>
<tr>
<td>Secondary Water</td>
<td>109,568</td>
<td>464,000</td>
</tr>
<tr>
<td><strong>Total Operating Expenses</strong></td>
<td>$2,288,623</td>
<td>$8,810,961</td>
</tr>
</tbody>
</table>

| Total Income from Operations      | $2,021,459 | $1,976,209  | 102.29%   |

| Non-Operating Revenue             | $258,900   |             | 0.00%     |
| Non-Operating Expenses            | $1,600,000 |             | 0.00%     |

**Total Income or (Expense)** $2,021,459

**Equity** 55,509,175

## WATER RIGHTS IMPACT FEE FUND

| Revenue                          | $805,181 | $2,832,500 | 28.43%    |
| Expenditures                     | 226,652  | 2,832,500  | 8.00%     |

**Change in Fund Balance** $578,529

**Beginning Fund Balance** $10,181,829

**Ending Fund Balance** $10,760,359

## WATER IMPACT FEE FUND

| Revenue                          | $891,650 | $4,510,000 | 19.77%    |
| Expenditures                     | 1,527,088 | 4,510,000  | 33.86%    |

**Change in Fund Balance** $(635,438)

**Beginning Fund Balance** $13,962,126

**Ending Fund Balance** $13,326,688
DATE: October 24, 2018

TO: The Honorable Mayor and City Council

FROM: Blake Thomas, City Engineer

SUBJECT: Surplus Approx. 0.485 acres of Real Property located at 4900 W 12600 S

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

DISCUSSION:
There is a 0.485 acre parcel that was given to Herriman City from UDOT when Mountain View Corridor was constructed for the construction of Herriman Boulevard. Since that time it has been determined that the parcel will not be needed for the future right-of-way improvements to 12600 South/Herriman Boulevard. A portion of this parcel will be required for future park strip and sidewalk improvements. These requirements, as well as any addition right-of-way, will be required to be provided by the developer of the property when the parcel develops. The City has determined that the neighboring property owner is willing to trade approximately 4 acres of real property for the 0.485 acre parcel.

ALTERNATIVES:
Not declare the property as surplus and not trade for the larger parcel of property.

FISCAL IMPACT:
None
HERRIMAN, UTAH
ORDINANCE NO. 18—

AN ORDINANCE DECLARING APPROXIMATELY 0.485 ACRES OF REAL PROPERTY LOCATED AT OR NEAR 4900 WEST 12600 SOUTH, AS SURPLUS; DETERMINING THAT A TRADE FOR APPROXIMATELY 4 ACRES OF REAL PROPERTY LOCATED AT OR NEAR 5200 WEST 12200 SOUTH CONSTITUTES A MINIMUM BID AND CONSUMMATING THE TRADE CONSTITUTES THE HIGHEST AND BEST ECONOMIC RETURN TO THE CITY

WHEREAS, the Herriman City Council (“Council”) met in regular meeting on October 24, 2018, to consider, among other things, an ordinance declaring approximately 0.485 acres of real property located at or near 4900 West 12600 South, as surplus; determining that a trade for approximately 4 acres of real property located at or near 5200 West 12200 South constitutes a minimum bid and consummating the trade constitutes the highest and best economic return to the City; and

WHEREAS, as part of the acquisition of real property for Herriman Boulevard, the City acquired certain real property located at approximately 4900 West 12600 South; and

WHEREAS, approximately, 0.485 acres of the real property acquired for Herriman Boulevard is no longer needed for City purposes (“Trade Property”); a map showing the portion of real property no longer needed for City purposes is attached as exhibit “A” and highlighted in red; and

WHEREAS, the City intends to construct a road known as Herriman Main Street that is located at or near 5200 West 12200 South and needs to acquire certain parcels of real property to construct Herriman Main Street, and

WHEREAS, the owner of approximately 4 acres of real property (“Replacement Property”) required for the construction of Main Street has proposed to trade the Trade Property for the Replacement Property without any other consideration or boot; and

WHEREAS, the staff has informed the Council that the reasonable value of the Trade Property is less than $250,000; and

WHEREAS, after careful consideration, the Council has determined that it is in the best interest of the health, safety, and welfare of the residents of the City to declare the Trade Property as surplus, to establish a minimum bid, and to establish a method to determine the highest and best economic return to the City.

NOW, THEREFORE, BE IT ORDAINED that the Trade Property is declared surplus, that the minimum bid for the Trade Property is a trade for the Replacement Property, and that highest and best economic return to the City shall be a trade for the Replacement Property.

BE IT FURTHER ORDAINED that the Trade Property is not significant parcels of real property as that term is defined in Section 2.32.155 of the Herriman Code of Ordinances.

BE IT FURTHER ORDAINED that the City Manager and Recorder are hereby
authorized and directed to exchange the properties as described above.

PASSED AND APPROVED this 24th day of October, 2018.

HERRIMAN COUNCIL

By: ________________________________

David Watts, Mayor

ATTEST:

___________________________________
Jackie Nostrom, MMC
City Recorder
DATE: October 17, 2018

TO: The Honorable Mayor and City Council

FROM: Gordon Haight, Assistant City Manager

SUBJECT: Annexation Agreement

RECOMMENDATION:
The City Council approve the ordinance authorizing the execution of an Annexation Agreement with Kennecott.

BACKGROUND:
Kennecott has signed an 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 to discuss what should be in the annexation agreement.

DISCUSSION:
A map showing the annexation area is attached along with the ordinance.
RESOLUTION NO. 18-

A RESOLUTION APPROVING THE EXECUTION AND DELIVERY OF AN ANNEXATION AGREEMENT RELATED TO THE KENNECOTT UTAH COPPER LLC ANNEXATION AND RELATED MATTERS

WHEREAS, the Herriman City Council (“Council”) met in regular session on October 24, 2018, to consider, among other things, approving the execution and delivery of an annexation agreement related to the Kennecott Utah Copper LLC (“Kennecott”) annexation and related matters; and

WHEREAS, Kennecott owns approximately 60 acres of undeveloped land that is situated outside of the current boundaries of Herriman City, Utah (the “City”), situated within unincorporated Salt Lake County and contiguous with the boundaries of the City (the “Kennecott Property”); and

WHEREAS, Kennecott has submitted to the City Recorder an Annexation Petition (the “Petition”), requesting the City to annex the Kennecott Property into the City; and

WHEREAS, Kennecott and the City have agreed that the Petition is subject to certain terms and conditions, as set forth in the Annexation Agreement between the City and Kennecott, attached hereto (“Annexation Agreement”); and

WHEREAS, the Council desires to annex the Kennecott Property and to approve the execution and delivery of the Annexation Agreement,

NOW THEREFORE, BE IT RESOLVED as follows:

SECTION 1. Approval of Annexation Agreement. The Annexation Agreement is hereby approved, and the City Manager is hereby authorized and directed to sign, and the City Recorder is hereby authorized and directed to attest and countersign, the Annexation Agreement in substantially the form attached hereto with such minor changes thereto as shall be approved by the City Manager.

SECTION 2. Further Actions Authorized. The City Manager and the City Recorder and all other appropriate City personnel are hereby authorized and directed to take all actions required or advisable to consummate the Annexation Agreement.

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 24th day of October, 2018.

HERRIMAN
David Watts, Mayor

Jackie Nostrom, MMC
City Recorder
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 file 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 initially 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. The Parties agree that after annexation of the Property that they will engage in land use planning process with respect to the Property. Planning includes consideration of residential uses with respect to the Property.

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 competition 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 agrees 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: _________
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: __________________________
SOUTH JORDAN CITY
ANNEXATION AREA
3,239,458 SF OR
74.37 ACRES

HERRIMAN CITY
UNINCORPORATED

UNINCORPORATED

LINE LEGEND

EXHIBIT
KENNEDY #1 ANNEXATION INTO HERRIMAN CITY
A PORTION OF SECTIONS 27 & 28 T38S R28E S14W
SALT LAKE COUNTY, UTAH

HERRIMAN CITY

ANNEXATION AREA
3,239,458 SF OR
74.37 ACRES

SOUTH JORDAN CITY

UNINCORPORATED

UNINCORPORATED
DATE: October 18, 2018

TO: The Honorable Mayor and City Council

FROM: Jackie Nostrom, City Recorder

SUBJECT: Ordinance Annexing Territory Located at or near 11800 South 7000 West Comprising Approximately 74 Acres into Herriman City commonly known as the Kennecott Annexation; Establishing Zoning for the Annexed Territory; and Related Matters

RECOMMENDATION:
Approval of an Ordinance Annexing Territory Located at or near 11800 South 7000 West Comprising Approximately 74 Acres into Herriman City commonly known as the Kennecott Annexation; Establishing Zoning for the Annexed Territory; and Related Matters

DISCUSSION:
Utah State Code requires an annexation to be approved by the City prior to October 31 in order for the said annexation to be effective of January 1. If the City acts on the annexation after October 31, the effective date of the annexation would be July 1 the following year.

The Council has the opportunity to consider the annexation petition and to designate a zone. The Applicant has requested the Zoning for the 74 Acres to be designated as TM (Technology Manufacturing). This Zoning Designation is the closest to their current zoning within unincorporated Salt Lake County.

ALTERNATIVES:
Deny the Annexation

FISCAL IMPACT:
TBD
ORDINANCE NO. 2018-____

AN ORDINANCE ANNEXING TERRITORY LOCATED AT OR NEAR 11800 SOUTH 7000 WEST COMPRISING APPROXIMATELY 74 ACRES INTO HERRIMAN CITY COMMONLY KNOWN AS THE KENNECOTT ANNEXATION; ESTABLISHING ZONING FOR THE ANNEXED TERRITORY; AND RELATED MATTERS.

WHEREAS, the Herriman City Council (“Council”) met in regular session on October 24, 2018, to consider, among other things, an ordinance annexing territory located at or near 11800 South 700 West comprising approximately 78 acres into Herriman City commonly known as the Kennecott annexation; establishing zoning for the annexed territory; and related matters

WHEREAS, Kennecott Utah Copper LLC filed an Annexation Petition with the City (“Petition”), requesting that the City annex certain land situated outside of the current boundaries of the City within unincorporated Salt Lake County, which property is contiguous to the boundaries of the City, and which is more particularly described on exhibit “A” attached hereto (the “Kennecott Property”); and

WHEREAS, the Council finds that the Petition satisfies all the requirements of Utah law for the City to annex the Kennecott Property.

NOW THEREFORE, BE IT ORDAINED by the City Council of Herriman City, Utah, as follows:

SECTION 1. Findings. The Council hereby find and determine that the annexation of the Kennecott Property as proposed in the Petition is in the best interests of the City and its residents.

SECTION 2. Approval of Annexation. The Council approves the annexation of the Kennecott Property as described in exhibit A and does hereby annex the Kennecott Property into the City.

SECTION 3. Final Local Entity Plat. The Council approves the Final Local Entity Plat as attached hereto and directs that it be filed as required by law

SECTION 4. Zoning. The Kennecott Property is zoned TM Zone.

SECTION 5. Authorized Actions. The Mayor, the City Recorder, the City Manager, and all other officers and employees of the City are hereby authorized and directed to take, in a timely manner, any and all actions required or advisable to be taken to give effect to the annexation hereby approved.
SECTION 6. **Effective Date.** This Ordinance shall become effective upon publication as provided by law.

**PASSED AND APPROVED** by the Council of Herriman, Utah, this 24th day of October, 2018.

HERRIMAN

______________________________
David Watts, Mayor

ATTEST:

______________________________
Jackie Nostrom, MMC
City Recorder
EXHIBIT A

(Legal Description of Kennecott Property)