



CITY COUNCIL AGENDA

Wednesday, September 09, 2020

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

5:30 PM - WORK MEETING:

This meeting will also be conducted electronically at
www.herriman.org/agendas-and-minutes

1. **Council Business – 5:30 PM**
 - 1.1 Review of this Evening's Agenda
 - 1.2 Future Agenda Items
 - 1.3 Council Leadership Task List Review
2. **Administrative Reports**
 - 2.1. **South Hills Master Development Agreement Discussion - Blake Thomas, Community Development Director**
[SR_South Hills MDA Amendment.pdf](#)
 - 2.2. **Discussion relating to high-speed internet service in Herriman - Chase Andrizzi, City Attorney**
[SR_High-Speed Internet Options.pdf](#)
 - 2.3. **City Manager Updates - Brett Wood, City Manager**
3. **Adjournment**

7:00 PM - GENERAL MEETING:

4. **Call to Order**

5355 W. Herriman Main St. • Herriman, Utah 84096
(801) 446-5323 office • herriman.org



Herriman City

- 4.1 Pledge of Allegiance
- 4.2 City Council Comments and Recognitions

5. Public Comment

Audience members may bring any item to the City Council’s attention. Comments will be limited to two minutes. State Law prohibits the Council from acting on items that do not appear on the agenda. Public comments for this meeting will also be conducted electronically.

Any person interested in addressing the City Council may submit a comment by emailing recorder@herriman.org or by visiting herriman.org/agendas-and-minutes where there will be a link to join the electronic meeting to submit a comment. Your statement will be read into the public record.

6. City Council Board and Committee Reports

7. Reports, Presentations and Appointments

7.1. Presentation of the CAFR and PAFR Award - Tami Moody, Assistant City Manager

8. Public Hearing

8.1. Public Hearing relating to the Parks, Recreation and Trails Impact Fee Enactment - Chase Andrizzi, City Attorney

[SR_Parks Impact Fee Enactment.pdf](#)

9. Consent Agenda

9.1. Approval of the August 12, 2020 City Council meeting minutes

[2020_08_12 RCCM Minutes.pdf](#)

10. Discussion and Action Items

10.1. Discussion and consideration of a resolution adopting the form of a Master License Agreement for Small Cell Wireless Facilities within Herriman City - Chase Andrizzi, City Attorney

[SR_SmallCellMasterLicenseAgreement.pdf](#)

10.2. Discussion and consideration of a Resolution authorizing the execution of an Interlocal Cooperative Agreement relating to the conduct of the Community Development Block Grant Program, Emergency Solutions Grant Program and the Home Investment Partnership Program - Chase Andrizzi, City Attorney

[SR_CDBG InterlocalAgreement.pdf](#)

11. Future Meetings

11.1. September 17 - Planning Commission Meeting 7:00 p.m.

11.2. September 23 - City Council work meeting 5:30 p.m.; City Council meeting 7:00 p.m.

12. Events

12.1. September 10 - Online Family Bingo 4:00 p.m.

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Herriman City

12.2. September 15 - Volunteer Cleanup Project; Butterfield Park 2:00 p.m.

12.3. September 17 - Volunteer Cleanup Project: Dansie House 9:00 a.m.

12.4. September 19 - Princess Party with Miss Herriman; Main Street 10:00 a.m.

13. Closed Session

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

14. Adjournment

15. Recommence to Work Meeting (If Needed)

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

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

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

I, Jackie Nostrom, certify the foregoing agenda was emailed to at least one newspaper of general circulation within the geographic jurisdiction of the public body, at the principal office of the public body, on the Utah State Public Notice website www.utah.gov/pmn/index.html and on Herriman City's website at www.herriman.org. Posted and dated this 3rd day of September 2020. /s/ Jackie Nostrom, City Recorder

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STAFF REPORT

DATE: September 2, 2020

TO: The Honorable Mayor and City Council

FROM: Blake Thomas, Community Development Director

SUBJECT: Wasatch South Hills Development – Master Development Agreement Amendment Discussion

RECOMMENDATION:

Provide discussion and guidance to staff on the proposed amendment to the Wasatch-South Hills (WSH) master development agreement.

DISCUSSION:

The developer of the Wasatch-South Hills Development is proposing to amend the MDA. The items that the developer is requesting to amend are outlined as follows:

- Update the land use plan (see attached exhibits)
 - Include property acquired from Rosecrest Communities known as pods 35 (24.8 acres) and 39 (23.63 acres) into the WSH MDA boundary.
 - These pods are zoned as Commercial (C2) and Mixed Use (MU-2), which allows for commercial and residential uses.
 - Developer is proposing to add 218 attached residential units which equates to 4.5 units/acre.
 - The removal of these pods from the Rosecrest MDA will be completed with an amendment to the Rosecrest MDA either before or at the same time an approval is given to WSH amendment.
 - The planning commission has reviewed and recommended approval
 - Include 140 residential units for the 31.15 acres of RSL, identified as the RSL Pod on the Land Use Plan
 - This property was donated by Herriman City.
 - Include property acquired from a private land owner on the south end of the project, west of Mountain View Corridor into the MDA boundary.
 - Add residential units at a density of 4.5 units per for the new acreage.
- The developer is modifying the alignment of South Hills Boulevard from how it was originally shown on the plan.

- The original plan was prepared prior to Mountain View Corridor being constructed. Modifications to the design alignment are due to more being known now than there was when the plan was originally prepared.
- The developer has prepared commercial technical design guidelines to incorporate into the MDA as an appendix. The current MDA does not have technical guidelines for commercial development.

ALTERNATIVES: N/A

FISCAL IMPACT:

A full economic analysis of this project has not been completed. A review of the impact fees anticipated to be collected and expended is underway. It is currently unknown what portion of the future roads and other key infrastructure will be owned and maintained publicly or privately.



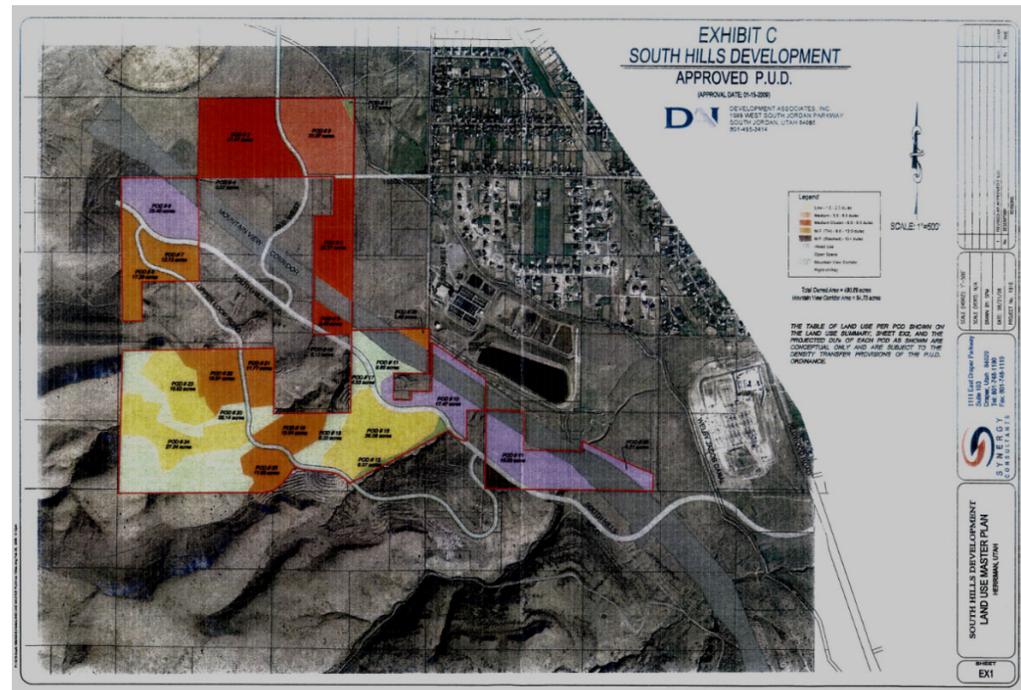
Wasatch-South Hills Development MDA Amendment Discussion

City Council Meeting
September 9, 2020



Key Discussion Points

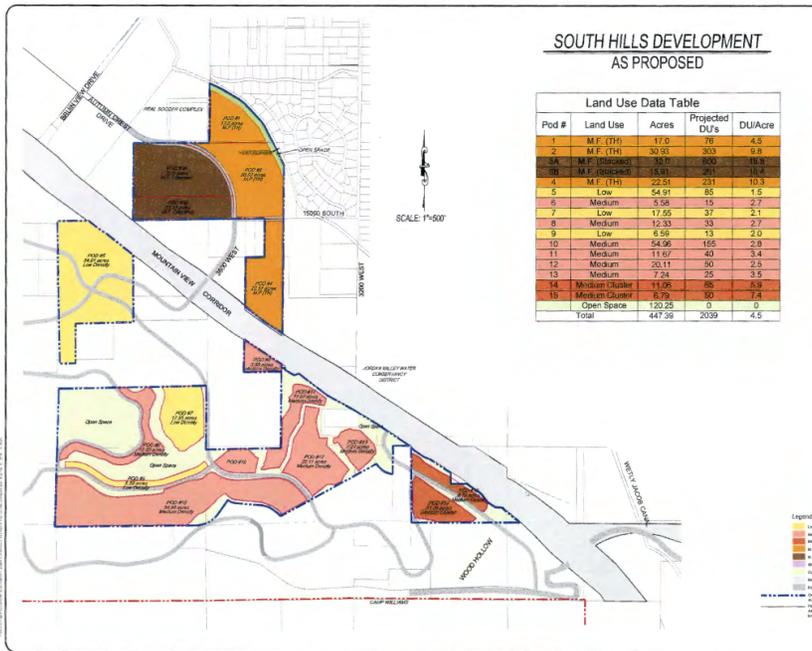
- Update to Land Use Map
 - Addition of properties
 - Property acquired from Rosecrest
 - Property acquired from Herriman
 - Property acquired from other private owners
 - South Hills Boulevard Alignment
 - Density Transfer Requirement



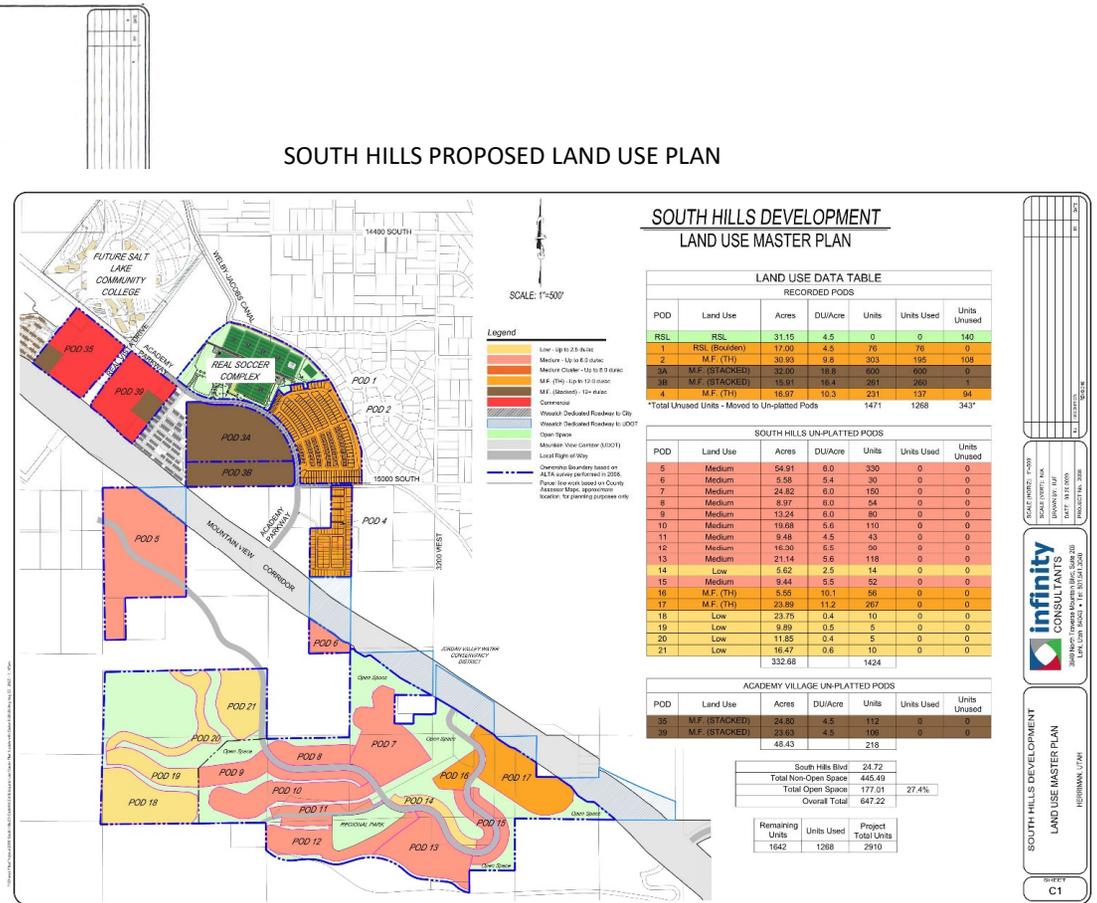
SOUTH HILLS APPROVED PUD (8/21/2008)



ORIGINAL AND PROPOSED PLAN COMPARISON



SOUTH HILLS APPROVED LAND USE PLAN (1/20/2018)



SCALE: 1"=500'

Infiniti CONSULTANTS

3000 West 10th Street, Suite 200
Denver, CO 80202
Tel: 303.733.0000
Fax: 303.733.0001
www.infiniticonsultants.com

SOUTH HILLS DEVELOPMENT LAND USE MASTER PLAN

HEIDENBAUM UTM

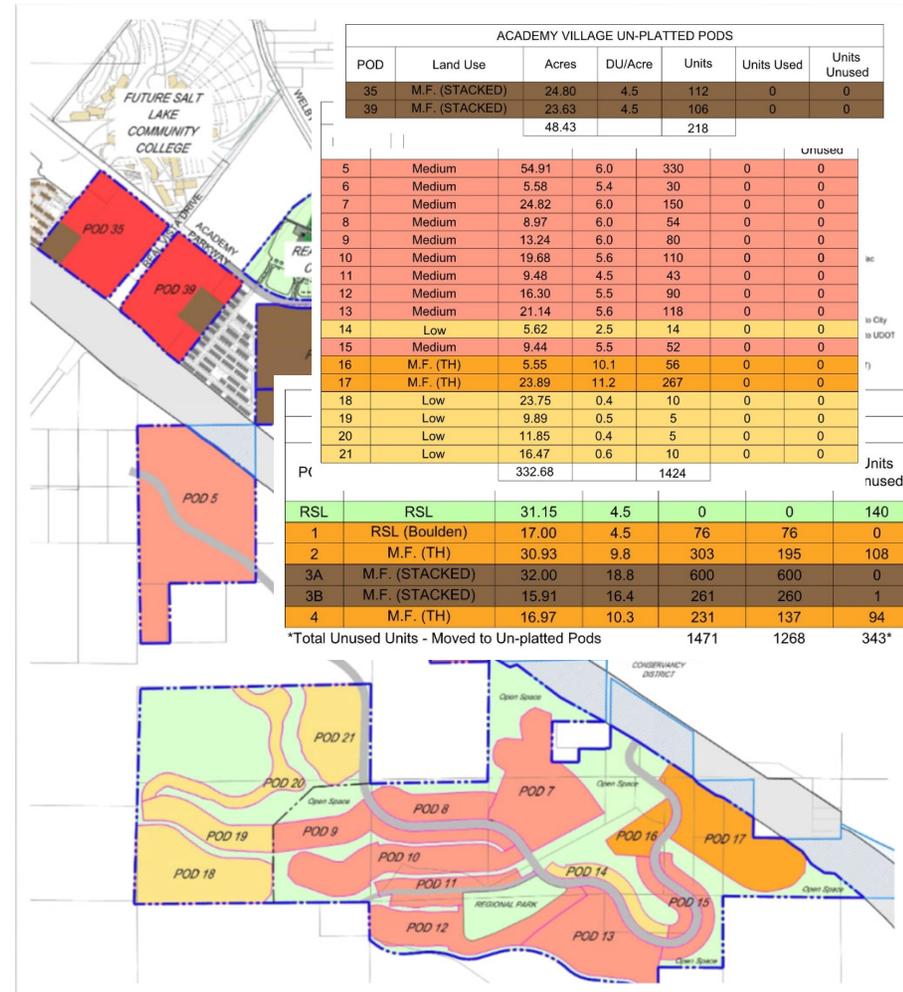
SHEET C1

PROPOSED PLAN KEY POINTS

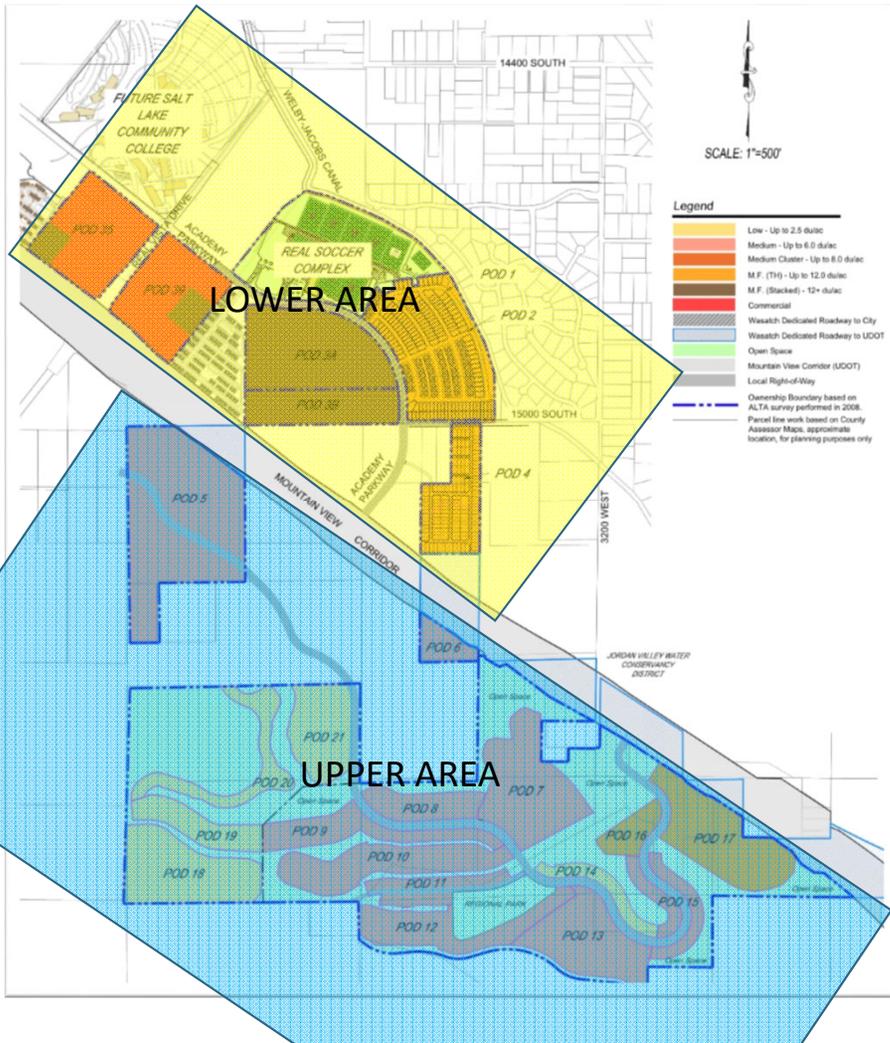
- INCLUSION OF PODS 35 AND 39
 - COMMERCIAL DESIGN STANDARDS
 - 218 ATTACHED RESIDENTIAL UNITS

- ADDITION OF 4.5 UNITS/ACRE FOR RSL POD
 - 140 RESIDENTIAL UNITS (31.15 ACRES)

- ADDITION OF PROPERTY AND UNITS FOR OTHER ACQUIRED PROPERTIES
 - GENERALLY PODS 12, 13, 14, 15, 16, AND 17



PROPOSED LAND USE SUMMARY



WSH Comparison Table

Area	Approved		Proposed		Difference	
	Acres	Units	Acres	Units	Acres	Units
Lower	118.35	1471	192.39	1486	74.04	15
Upper	208.79	568	280.58	1424	71.79	856
Open Space	120.25	0	177.01	0	56.76	0

- 343 unused units being transferred from lower area to upper area
- Pods 35 and 39 include a commercial component

RECOMMENDED CHANGES TO MDA

- INFRASTRUCTURE MASTER PLANS
 - UPDATE FOR CULINARY WATER, STORM DRAIN, AND TRANSPORTATION
- FLAG LOTS
 - REMOVE CONDITION ALLOWING UP TO FOUR ON A PRIVATE DRIVE
- STORM WATER REGULATIONS & DESIGN STANDARDS
 - BRING INTO COMPLIANCE WITH STATE STORM WATER PERMIT REQUIREMENTS
- ALLOWABLE DRIVEWAY DEPTH & SLOPE
 - MODIFY FROM 16' AT 15% MAX TO 20' AT 12%
- PARK STRIP LANDSCAPING
 - UPDATE TO CONFORM WITH JVWCD STANDARDS
- HOUSE LIGHTING
 - NO LONGER ALLOW LIGHTING ON HOUSES TO SATISFY STREET LIGHTING REQUIREMENT
- UPDATE ROAD CROSS-SECTIONS
 - 50' TO 53' (FIRE)
 - 66' TO 68' (BIKE LANES)
 - 20', 28', 32' ROW'S
 - UPDATE DETAIL WITH CONCRETE CURB AND SPECIFY WHERE AND WHEN EACH MAY BE USED
- EROSION CONTROL GUIDELINES
 - UPDATE TO BE IN COMPLIANCE WITH STATE STORM WATER PERMIT
- TRAIL CROSS SECTIONS
 - UPDATE FOR FUNCTIONALITY
 - MULTI-USE URBAN TO BE 8' RATHER THAN 6' WIDE
 - SOFT-SURFACE RURAL: REQUIRE RAP OR GRAVEL SURFACE RATHER THAN CHIPPED BARK
 - SINGAL TRACK MOUNTAIN TRAIL: PROVIDE MORE DETAIL INCLUDING CROSS SLOPE, SURFACE, AND NOTES ON DRAINAGE CONTROL.





STAFF REPORT

DATE: September 9, 2020
TO: The Honorable Mayor and City Council
FROM: Chase Andrizzi, City Attorney
SUBJECT: High Speed Internet Options in Herriman

RECOMMENDATION

Contract with a consultant to conduct a feasibility study to consider the costs, liabilities, and public backing for a City-operated utility of this type.

DISCUSSION

Cable internet options for residents and businesses in Herriman are extremely limited. High speed internet options are even more rare. The majority of residents and businesses do not have access to speeds of 1 gbps or greater. In order to provide those higher speeds, internet service providers (“ISPs”) have to install costly underground fiber networks throughout the city. Major ISPs such as Comcast and Century Link do not join venture with Cities and, as such, their options for high speed internet are limited usually to new development.

Currently, the City has very limited infrastructure to support a high-speed internet fiber network. Some fiber has been installed in tandem with a few development (Bullfrog Spas, Soleil Lofts, Creek Ridge, Anthem, Herriman Towne Center), but substantial construction would be required to extend this to the majority of existing businesses and residents within City limits. The City could: (1) Contract with a third-party company to install the fiber and manage the related infrastructure; or (2) Create a City-operated and managed high-speed internet utility option.

Option #1 – Utopia Fiber

Utopia Fiber is a Utah-based company that has rolled out thousands of miles of fiber optics throughout Utah. Utopia is willing to enter into a joint venture with the City whereby high-speed internet (~ 1 gbps) would be available to every home and business in the City. This venture would take about 2-3 years to completely build out. It would cost an estimated \$30 million in construction.

As part of this venture, Utopia would require the City to back the cost of construction (\$30 million) with certain incentives (Sales Tax, Franchise Fees, etc.). If, however, 35% of homes within the City were to sign up for service, no payment on the \$30 million would be due. Worst case scenario, if absolutely zero residents or businesses were to sign up, the City would owe roughly \$165,000 a month to Utopia (or \$2 million a year for the next 15 years).

One potentially major benefit of the Utopia service model is that residents and businesses would have the option of contracting with any number of ISPs, and not just Comcast or Century Link. As such, costs are likely to be more competitive and residents/businesses may take multiple factors into consideration (customer service, availability, pricing, equipment, etc.) when choosing an ISP.

Under this option the City has some financial risk (as laid out above). However, it has no operational or management responsibility. Once the fiber is installed, Utopia would service the infrastructure and residents/businesses would work directly with Utopia and/or their ISP with any issues.

Option #2 – City Utility

Alternatively, the City could play the role of Utopia and install a City-owned fiber network throughout the City. This would become a City-operated utility for which the City could bond (again about \$30 million). An enterprise fund would be established to charge and collect fees from residents and business users throughout the City. Much like the Utopia model, the City could work with a number of different ISPs to provide residents/businesses multiple ISP options.

Under this approach, the same timing (2-3 year buildout) and costs (~ \$30 million) are present. The potential burden of this option would be that the City would be responsible for managing and operating the fiber network throughout the City. The upside is that the City would collect and keep any revenues from operating the fiber network throughout the City whereas under option #1, Utopia would maintain the revenue.

Benefits of Both Options

Under options #1 and #2, residents and businesses will have affordable high-speed internet options within the next 2-3 years. We know that high-speed options contribute to the success of existing businesses and attract new businesses to set up shop. Providing strong and reliable high-speed internet service will positively contribute to the economic development of the City. Additionally, installing a fiber network will encourage ISP and other providers to establish faster, and less expensive forms of internet service such as small cell wireless facilities that may offer up to 5G speeds within a few years.

ALTERNATIVES

The City could maintain the status quo. Currently, residents/businesses have reliable internet service (usually cable-based). Some residents/businesses have high-speed fiber-based options.

Those faster options may increase as development continues throughout the City. Under the current structure, there is no financial risk to the City. The current ISPs do not joint venture with the City and no City money is expended on internet service. Under the status quo, however, there is no plan to install any fiber infrastructure throughout the City. As such, when providers do have faster and less expensive options (such as 5G), they may not be motivated to come to Herriman for lack of existing infrastructure.

FISCAL IMPACT

Maintaining the Status Quo: Zero financial Impact.

Option #1 – Utopia: Costs of up to \$30 million dollars. If enough residents/businesses sign up for service, the City will not be required to pay any money to Utopia.

Option #2 – City-Owned Utility: Costs of up to \$30 million dollars. The City could bond for these costs. Because this would be a city-owned utility, however, an enterprise fund would be established, and the City would keep all revenue generated from service fees. Theoretically, this would be a revenue-generating utility that would result in a positive fund-balance after a given period of time (a feasibility study will be needed to determine those timeframes).

A scenic photograph of a park area. In the foreground, there is a large, shallow, rectangular pool of water that reflects the sky and the surrounding landscape. The pool is bordered by a dark metal railing. In the middle ground, there are several black lampposts with white globe lights. To the left, there is a wooden pergola structure. In the background, there are snow-capped mountains under a clear blue sky. The entire image has a decorative, jagged blue border that looks like torn paper.

HIGH-SPEED INTERNET OPPORTUNITIES

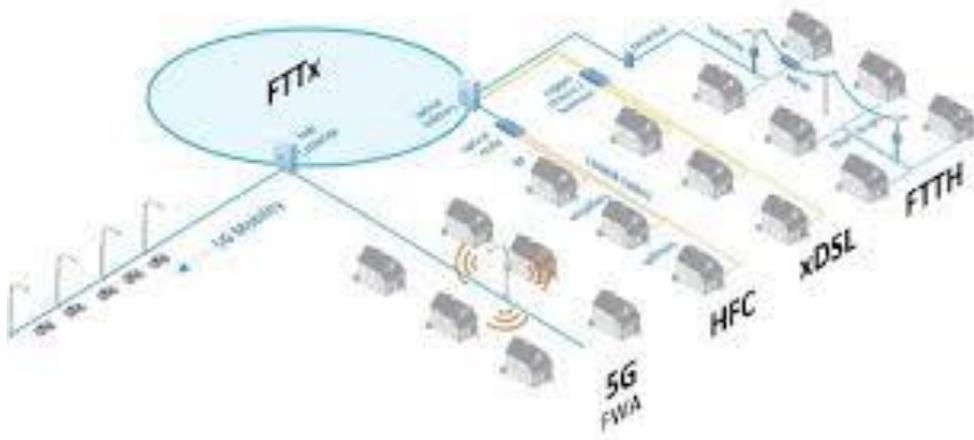
Herriman City Council Meeting

September 9, 2020

STATE OF THE ART

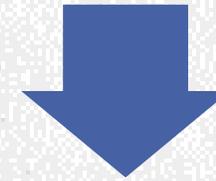


Residential Broadband



Today – 1 Gig (940 Mbps) service with Fiber to the Home (FTTH).

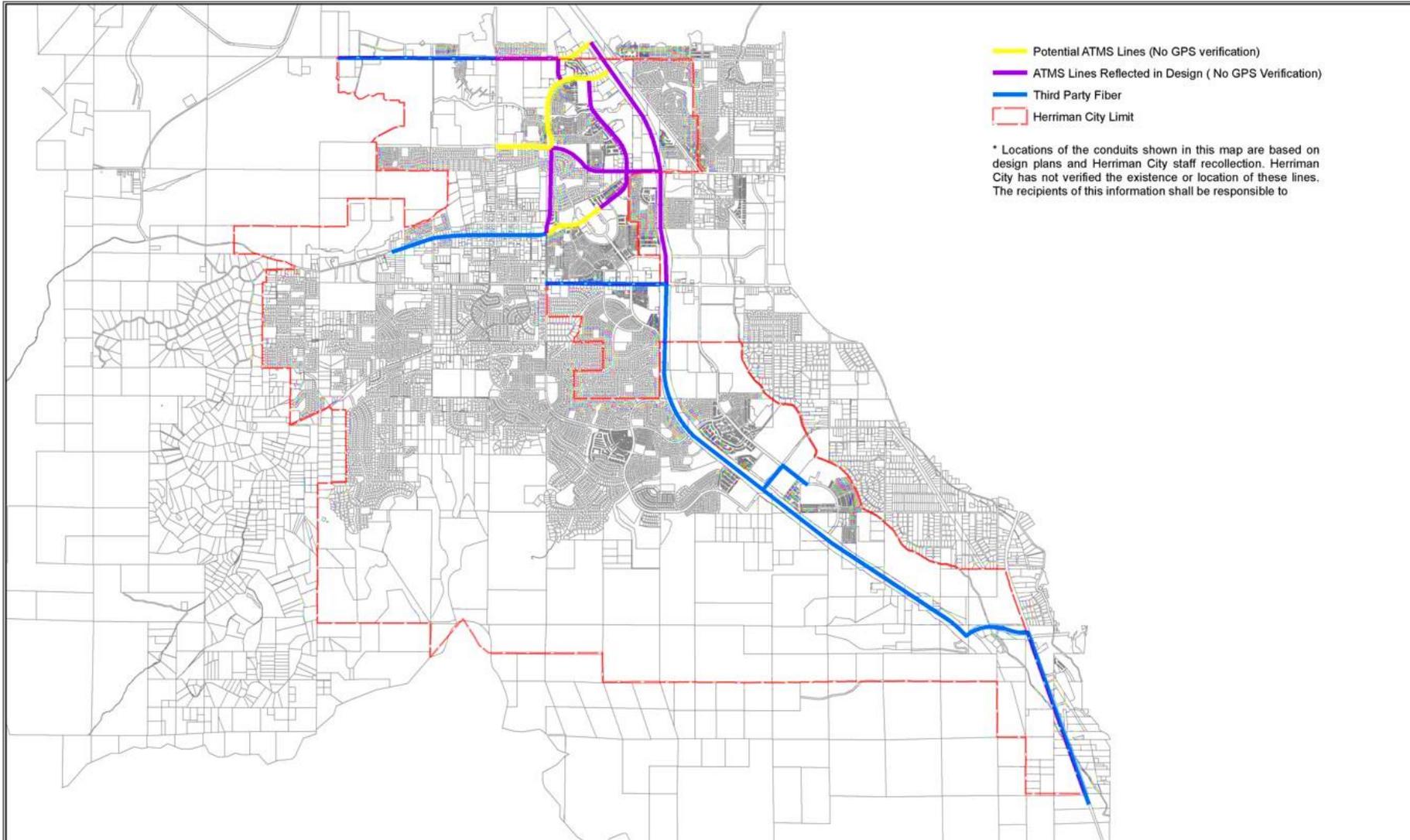
- Requirement:
 - Extensive network of fiber optics.



Future – 5G wireless service City wide.

- Requirement:
 - Extensive network of fiber optics.
 - Poles with line of sight connected to the fiber optic network.

EXISTING CONDUIT & FIBER



HERRIMAN CITY
ATMS



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MAJOR INTERNET SERVICE PROVIDERS

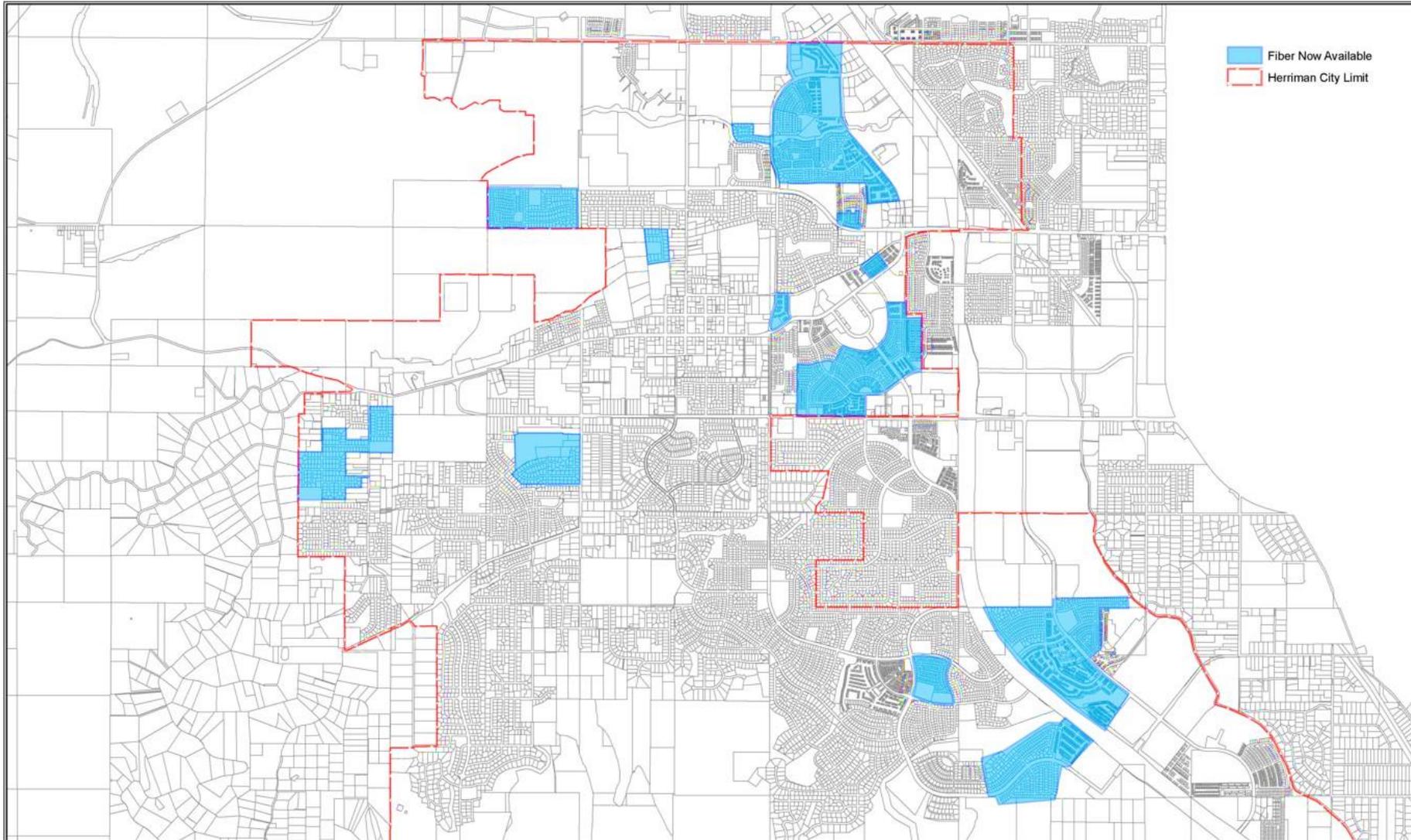


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- CenturyLink seems to be the lowest cost at the moment @ \$65/month for 940 Mbps (1 Gig) service. This is a promotional price and the expected price will be \$85/month.
- There is no time frame to get FTTH in Herriman other than new developments.
- Neither Comcast or CenturyLink joint venture with Cities.

CENTURYLINK – 1 GIG



1GB



HERRIMAN CITY
Fiber

0 0.125 0.25 0.5
Miles



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UTOPIA FIBER



- Fiber to every home (FTTH) with 940 Mbps service.
- 2-3 year build-out.
- Estimated \$30 million in construction.
- City back the loan with Sales Tax/Franchise Fees/Other.
- The City would not need to make a payment on the loan if 35% of the residents sign up for the Utopia Fiber service.
- If no one signs up, the cost is estimated about \$165,000/month (or \$2 million a year).
- Multiple service providers.

UTOPIA FIBER



- Current UTOPIA Fiber pricing is approx. (\$30 utopia + \$49 ISP = \$79 total) for 940 Mbps.



HERRIMAN CITY UTILITY OPTION

- Herriman City Fiber Optic Utility.
- There are some State legal issues.
- Create an enterprise fund and follow the UTOPIA model.
- The City picks the Internet Service Providers (ISP).
- Make fiber available for 5 Gig in the future.

FIBER TO THE HOME OPTIONS

Stay with Status Quo

- No financial risk to the City.
- New subdivision will have FTTH.
- Older subdivision will not get FTTH for a long time.
- City will not have the infrastructure when 5 Gig is ready.
- Existing broadband providers not motivated to work with 5 Gig providers.

Join UTOPIA

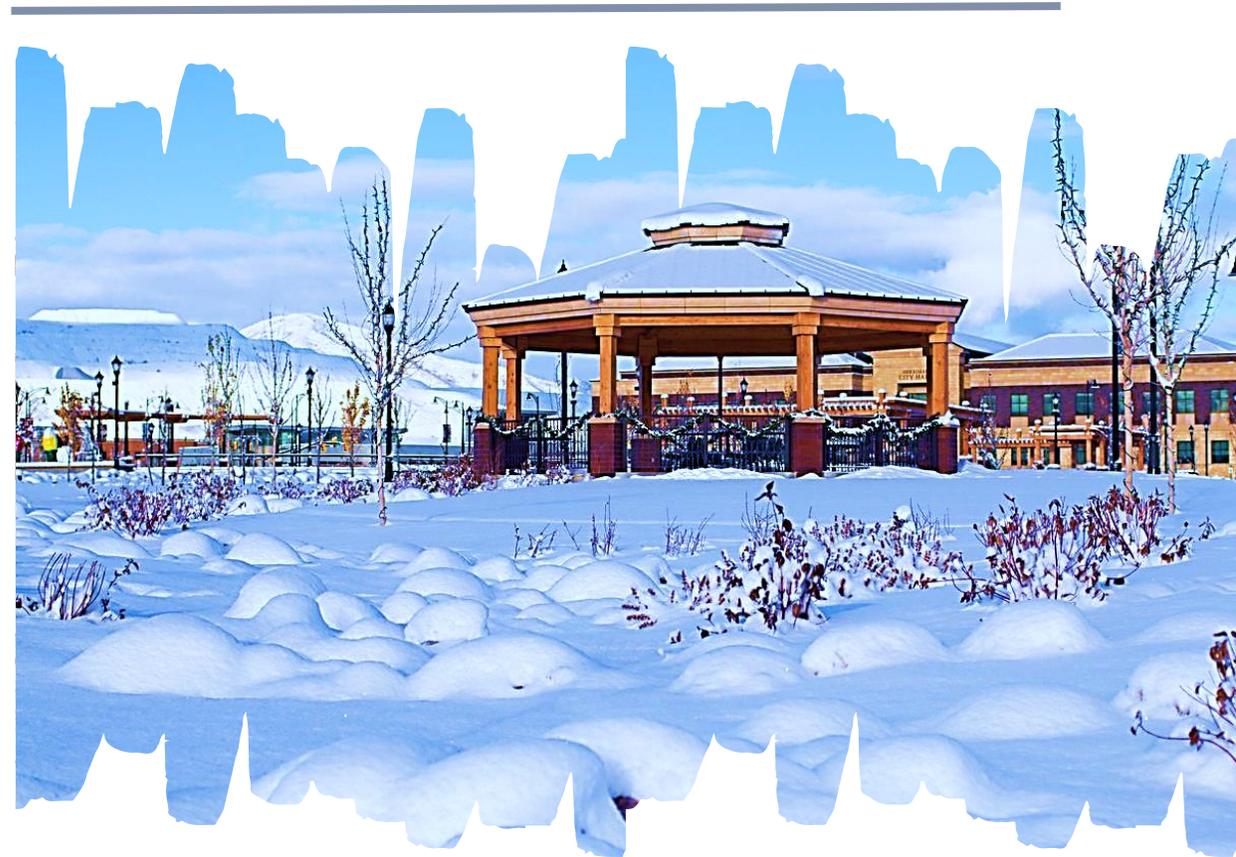
- The City is at financial risk on the bond.
- 2-3 year build-out.
- Every home will have FTTH.
- Construction throughout the City.
- UTOPIA provides all the maintenance and services.
- Residents will have a choice from a number of service providers.
- Motivated to give access to the fiber network to 5 Gig providers.

FIBER TO THE HOME OPTIONS CONT...



Create a City High Speed Internet Utility

- City would need to stand up an internet utility.
- The City at financial risk on the bond.
- 2-3 year build-out.
- Every home will have FTTH.
- Construction throughout the City.
- Residents will have a choice from a number of service providers.
- Motivated to give access to the fiber network to 5 Gig providers.



RECOMMENDATION

If the City Council is interested in looking at a \$30 million bond option, the City should hire a consultant for a study.

The study
will need to
consider:

- Feasibility
- Cost to Maintain and Operate Fiber Optic Network Company
- Legal Issues
- Public Support
- Cost of Construction/Design Standards
- The City could consider a hybrid solution where the City owns all the infrastructure, but contracts with UTOPIA or another third party to maintain and operate the system.



THANK YOU



STAFF REPORT

DATE: September 9, 2020
TO: The Honorable Mayor and City Council
FROM: Chase Andrizzi, City Attorney
SUBJECT: Parks, Recreation, and Trails Impact Fee Enactment

RECOMMENDATION

Approve the Enactment.

DISCUSSION

Herriman City has the authorization to enact impact fees for facilities as depicted in the Impact Fee Analysis and Impact Fee Facilities Plan for parks, recreation and trails. The Impact Fee Facilities Plan considers all revenue sources for new growth improvements and analyses criteria to determine the cost of the facility is reasonably related to new development.

To adopt an updated Impact Fee, the City needs to notice up a public hearing and provide the public an opportunity to review the Enactment. After the public hearing, the County may choose to adopt, reject, or adopt with modifications the maximum recommended impact fee. Once the impact fee has been enacted, there is a 90-day waiting period before the new impact fee could be collected.

The Public hearing is scheduled for September 9, 2020. If the Enactment is approved at the following meeting (September 23, 2020), the Enactment would take effect on December 22, 2020.

ALTERNATIVES

The Council can reject the Enactment in its entirety. If this were to happen, the existing impact fees for these items would remain in effect.

The Council could also decrease the recommended impact fees for these items. State statute allows the Council to enact an impact fee for less than the recommended amount, but not more than that amount.

FISCAL IMPACT

Significant. By approving the Enactment, the Council would be raising the maximum impact fee for Single-Family and Multi-Family Units by \$646.74 and \$415.95, respectively. These are fees that would be collected with new development and are earmarked, and may only be used, for Park, Recreation, and Trails within the City.

HERRIMAN, UTAH
ORDINANCE NO. 20

AN ORDINANCE OF THE HERRIMAN CITY COUNCIL ADOPTING AN IMPACT FEE FACILITIES PLAN AND IMPACT FEE ANALYSIS AND IMPOSING PARK, RECREATION AND TRAILS IMPACT FEES; AND PROVIDING FOR THE CALCULATION AND COLLECTION OF SUCH FEES

WHEREAS, the Herriman City Council (the “Council”) met in regular meeting on August 26, 2020, to consider, among other things, adopting an Impact Fee Enactment that imposes park, recreation, and trails impact fees; providing for the calculation of the same; and other related matters; and

WHEREAS, Herriman City (the “City”) is authorized to enact impact fees for certain public facilities in accordance with the Utah Impact Fees Act (the “Act”) as set forth in Utah Code Ann. § 11-36a-101 et seq.; and

WHEREAS, Zion’s Public Finance, Inc. has prepared an Impact Fee Analysis (“IFA”) and Impact Fee Facilities Plan (“IFFP”) for parks, recreation and trails that analyzes proposed public facilities and associated impact fees as provided in the Act; and

WHEREAS, the IFFP (i) considers all revenue sources for financing public facility system improvements necessary to accommodate future growth, (ii) analyzes statutory criteria for determining whether a proportionate share of the cost of new Public Facilities is reasonably related to new development activity as set forth in the Act, and (iii) sets forth the methodology used to calculate the impact fees proposed for the Public Facilities; and

WHEREAS, the Impact Fee Analysis Consultant, Zions Public Finance, Inc., certified its work under Utah Code Ann. § 11-36a-306(2); and

WHEREAS, on August 12, 2020 and again on August 26, 2020 the Herriman City Council met to ascertain the facts regarding this matter and receive public comment, which facts and comments are found in the public record of the Council’s consideration; and

WHEREAS, as provided in the Act, it is proposed that the current impact fee for parks, trails and recreation facilities be modified and that impact fees be enacted, all as set forth below; and

WHEREAS, after considering the facts and comments presented to the Herriman City Council, the Council finds (i) growth and development within the City is creating continuing demand for public parks, trails and recreation facilities to serve such development, (ii) impact fees are necessary to fairly distribute the costs of public facilities to serve new development, (iii) impact fees established by this ordinance constitute a proper proportionate share of the cost of public facilities which are reasonably related to new development activity as set forth in the Act and the IFFP; (iv) the impact fee established by this ordinance was developed by conservative analysis and justified by the IFFP; and (v) adoption of this ordinance reasonably furthers the health, safety

and general welfare of current and future residents of Herriman City.

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

Section 1. Findings. The Council finds and determines as follows:

1.1. All required notices have been given and made and public hearings conducted as requested by the Impact Fees Act with respect to the Parks, Recreation and Trails Impact Fee Facilities Plan, the Impact Fee Analysis, and this Impact Fee Ordinance (this “Ordinance”); and

1.2. Growth and development activities in Herriman City will create additional demands on its infrastructure. The facility improvement requirements which are analyzed in the Impact Fee Facilities Plan and the Impact Fee Analysis are the direct result of the additional facility needs caused by future development activities. The persons responsible for growth and development activities should pay a proportionate share of the costs of the facilities needed to serve the growth and development activity; and

1.3. Impact fees are necessary to achieve an equitable allocation to the costs borne in the past and to be borne in the future, in comparison with the benefits already received and yet to be received; and

1.4. In enacting and approving the Impact Fee Analysis and this Ordinance, the Council has taken into consideration, and in certain situations will consider on a case-by-case basis in the future, the future capital facilities and needs of Herriman City, the capital financial needs of Herriman City which are the result of Herriman City’s future facilities’ needs, the distribution of the burden of costs to different properties within Herriman City based on the use of park, trail and recreation facilities of Herriman City by such properties, the financial contribution of those properties and other properties similarly situated in Herriman at the time of computation of the required fee and prior to the enactment of this Ordinance, all revenue sources available to Herriman City, and the impact on future facilities that will be required by growth and new development activities in Herriman City; and

1.5. The provisions of this Ordinance shall be liberally construed in order to carry out the purpose and intent of the Council in establishing the impact fee program.

Section 2. Definitions.

2.1. Except as provided below, words and phrases that are defined in the Impact Fees Act shall have the same meaning in this Ordinance; and

2.2. “Service Area” shall mean the boundaries of Herriman City; and

2.3. “Utah State Impact Fees Act” shall mean Title 11, Chapter 36a, Utah Code Annotated or its successor state statute if that title and chapter is renumbered, recodified, or amended.

Section 3. Adoption.

3.1 The Council hereby approves and adopts the Parks, Recreation and Trails Impact Fee Facilities Plan and Impact Fee Analysis attached and the analyses reflected therein. The Impact Fee Facilities Plan and the Impact Fee Analysis are incorporated herein by reference and adopted as though fully set forth herein. The attached Parks, Recreation, and Trails Impact Fee Facilities Plan and Impact Fee Analysis shall supersede any previous Parks, Recreation, and Trails Impact fees previously enacted and imposed by the City.

Section 4. Impact Fee Calculations.

4.1. *Impact Fees.* Impact Fees are hereby imposed on the basis of the Impact Fee Analysis and shall be paid as a condition of issuing a building permit from the City or other developmental approval. The impact fees imposed by this Ordinance shall be added to the Herriman Master Fees Schedule and shall be as follows:

	Fee per Household
Single-Family Residential Unit	\$3,550.64
Multi-Family Residential Unit	\$3,151.19

4.2. *Developer Credits/Developer Reimbursements.* A developer, including a school district or charter school, may be allowed a credit against or proportionate reimbursement of impact fees if the developer dedicates land for a system improvement, builds and dedicates some or all of a system improvement, or dedicates a public facility that Herriman City and the developer agree will reduce the need for a system improvement. A credit against impact fees shall be granted for any dedication of land for, improvement to, or new construction of, any system improvements provided by the developer if the facilities are system improvements to the respective utilities, or are dedicated to the public and offset the need for an identified future improvement; and

4.3. *Adjustment of Fees.* The Council may adjust (but not above the maximum allowable fee) the standard impact fees at the time the fee is charged in order to respond to an unusual circumstance in specific cases and to ensure that the fees are imposed fairly. The Council may adjust the amount of the fees to be imposed if the fee payer submits studies and data clearly showing that the payment of an adjusted impact fee is more consistent with the true impact being placed on the system; and

4.4. *Impact Fee Accounting.* Herriman City shall establish a separate interest-bearing ledger account for the cash impact fees collected pursuant to this Ordinance. Interest earned on such account shall be allocated to that account.

- (a) *Reporting.* At the end of each fiscal year, Herriman City shall prepare a report generally showing the source and amount of all monies collected, earned and received by the fund or account and of each expenditure from the fund or account. The report shall also identify impact fee funds

by the year in which they were received, the project from which the funds were collected, the capital projects from which the funds were budgeted, and the projected schedule for expenditure and be provided to the State Auditor on the appropriate form found on the State Auditor's Website; and

- (b) Impact Fee Expenditures. Funds collected pursuant to the impact fees shall be deposited in such account and only be used by the City to construct and upgrade the respective facilities to adequately service development activity or used as otherwise approved by law; and
- (c) Time of Expenditures. Cash impact fees collected pursuant to this Ordinance are to be expended, dedicated or encumbered for a permissible use within six (6) years of receipt by Herriman. Herriman may hold previously dedicated or unencumbered fees for longer than six (6) years if it identifies in writing, before the expiration of the six-year period, (i) an extraordinary and compelling reason why the fees should be held longer than six (6) years; and (ii) an absolute date by which the fees will be expended.
- (d) Extension of Time. The City may hold unencumbered impact fees collected pursuant to this Enactment for longer than six (6) years if the Council identifies in writing (i) an extraordinary and compelling reason why the fees should be held longer than six (6) years; and (ii) an absolute date by which the fees will be expended.

4.5. Refunds. The City shall refund any impact fee collected pursuant to this Enactment as set forth in Utah Code Ann § 11-36a-303, as amended or when:

- (a) the fee payer has not proceeded with the development activity and has filed a written request with the Council for a refund; and
- (b) the fees have not been spent or encumbered within six years of the payment date; and
- (c) no impact has resulted.

4.6. Additional Fees and Costs. The Impact Fees authorized hereby are separate from and in addition to user fees and other charges lawfully imposed by the City, such as engineering and inspection fees, building permit fees, review fees, and other fees and costs that are not included as part of the Impact Fee.

4.7. Fees Effective at Time of Payment. Unless the City is otherwise bound by a contractual requirement, the Impact Fee shall be determined in accordance with this Enactment.

Section 5. Appeal.

5.1. Any person required to pay an impact fee who believes the fee does not meet the requirements of the law may file a written request for information with the City; and

5.2. Within two weeks of the receipt of the request for information the City shall provide the person or entity with a copy of the reports and with any other relevant information relating to the impact fee; and

5.3. Any person or entity required to pay an impact fee imposed under this article, who believes the fee does not meet the requirements of law may request and be granted a full administrative appeal of that grievance. An appeal shall be made to the City within thirty (30) calendar days of the date of the action complained of, or the date when the complaining person reasonably should have become aware of the action; and

5.4 The notice of the administrative appeal to the Council shall be filed and shall contain the following information:

- (a) The person's name, mailing address, and daytime telephone number; and
- (b) A copy of the written request for information and a brief summary of the grounds for appeal; and
- (c) The relief sought.

Section 6. Effective Date. This Ordinance, and the Impact Fees enacted hereunder, shall take effect November 24, 2020.

PASSED AND APPROVED this ____ day of _____, 2020.

HERRIMAN

David Watts, Mayor

ATTEST:

Jackie Nostrom, MMC City Recorder



CITY COUNCIL MINUTES

Wednesday, August 12, 2020
Awaiting Formal Approval

The following are the minutes of the City Council Electronic Meeting of the Herriman City Council. The meeting was held on **Wednesday, August 12, 2020 at 5:30 p.m.** in the Herriman City Hall Council Chambers, 5355 West Herriman Main Street, Herriman, Utah. Adequate notice of this meeting, as required by law, was posted in the City Hall, on the City's website, and delivered to members of the Council, media, and interested citizens.

Presiding: Mayor David Watts

Councilmembers Present: Jared Henderson, Sherrie Ohrn, Steve Shields, and Clint Smith.

Staff Present: City Manager Brett Wood, Assistant City Manager Tami Moody, Community Development Director Blake Thomas, Police Chief Troy Carr, City Recorder Jackie Nostrom, Finance Director Alan Rae, Director of Operations Monte Johnson, Public Works Director Justun Edwards, City Attorney Chase Andrizzi, Communications Manager Jonathan LaFollette, City Planner Michael Maloy, Police Lieutenant Cody Stromberg, Unified Fire Authority Precinct Chief Anthony Widdison, Economic Development Manager Heather Upshaw, Deputy Director of Parks, Recreation and Events Anthony Teuscher, Assistant City Manager Wendy Thomas, City Engineer Jonathan Bowers, Building Official Cathryn Nelson, and Sergeant Brent Adamson.

5:30 PM - WORK MEETING:

This meeting will also be conducted electronically at www.herriman.org/agendas-and-minutes

1. Council Business – 5:30 PM

Mayor David Watts called the meeting to order at 5:43 p.m. He mentioned Councilmember Sherrie Ohrn would arrive late to the meeting.

1.1. Review of this Evening's Agenda

The City staff and the Council briefly reviewed the agenda.

1.2. Future Agenda Items

There were no items requested.

1.3. Council Leadership Task List Review

City Manager Brett Wood reviewed the Council Leadership Task List. He stated there were items on the draft agenda the Councilmembers had previously requested to be discussed. He also mentioned they would update the Water Master Plan and said since it had been such a hot summer, it would be an item discussed in the near future. Mayor Watts asked if there was anything that the Councilmembers had concerns about. Councilmember Clint Smith said he wanted to have the timeline to completion on a striping project on 13400 South and wanted an update on when the “no parking” signage would be installed. It was stated the signage had been posted there already, and the striping was complete. Councilmember Smith replied there were too many cars still parking there, and implied the cars had blocked the recently installed signage. Councilmember Smith asked what the spacing for the signs would be, to which City Manager Brett Wood responded there would be enough signs to ensure visibility throughout the area. Public Works Director Justun Edwards said the signs were posted 100 feet apart from each other, which came to roughly six car spaces in between each sign.

2. Administrative Reports

2.1. Discussion pertaining to the upcoming Hunting Season - Justun Edwards, Public Works Director

Public Works Director Justun Edwards recalled a previous discussions this last spring where the Council had adopted a discharge ordinance. He said the hunting season would commence shortly, and he wanted to give an overview on what their plans were for the upcoming season. He reported he had reached out to the Division of Wildlife Resources. The Division of Wildlife Resources had an Archery Extended Ethics course that every hunter who wanted to participate in extended archery would have to take. Public Works Director Justun Edwards said they had added two questions on the questionnaire for the course which directly pertained to the Herriman Hunt area. One question was related to private property and trespassing, and another was in regard to issues in the Yellow Fork hunting area. He referenced a slide showing a sign and said the signs would be posted on the next Friday at most trailheads in the area to offer information about the discharge ordinance as well as general rules about trail etiquette. The signs also included contact information for the Division of Wildlife Resources. Councilmember Jared Henderson asked if the signs were to be permanent, and Public Works Director Justun Edwards said they were intended only to be displayed for the hunting season. Councilmember Jared Henderson suggested they should post the signs earlier in the year for people that went to scout the area before the season opened, and Public Works Director Justun Edwards said they would consider the request for next the year. He displayed a map of the designated hunting area which would be available for the hunters and said it showed what land was public and private. He stated the map, the signs for the trailheads, the ordinance, and other information would all be posted on to the website the following day. He planned to share the link with the Division of Wildlife Resources, who would then post the information on their website as well. Public Works Director Justun Edwards asked if anyone had any questions or comments, and Mayor Watts said that he would like to have a report on how well the hunting season had gone at the end of the season along with an update at the end of the season on how many issues had occurred so

2.2. K9 Memorial Dog Park Discussion - Jonathan Bowers, City Engineer

City Engineer Jonathan Bowers offered a timeline of the K9 Memorial dog park. He said bids had come in and the lowest bid was higher than what they had budgeted, so on June 10th they had held a discussion about to best reduce costs. After that discussion, on June 24th he had come before Council to present their updated plan with lower costs. He gave a summary of the current project eliminations.

The original budget was about \$1.5 Million. He noted staff had adjusted some mathematical errors that they had noticed in the original budget, but acknowledged the slight discrepancy. They had removed an item from the project which brought the total down to \$1.3 Million, which was the number they had presented the Council previously. He said the contractor was contractually obligated to honor the bid for 30 days, and he noted they were past that 30 day window; however, the contractor had said that they would do their best to hold to their original bid. City Engineer Bowers added they already had some of the raw materials they would need for construction purchased. He said the price for sod and concrete would increase. He said the contractor had expressed the position it would likely cost less to remove and replace the existing roadway, rather than preserve the asphalt already in place.

City Engineer Bowers said there was a possibility for community buy-in. He explained the items completed by the community would not be included in the developer's warranty. He said also there would be a savings in cost if there was a community effort, but that the price reduction would not be significant and was not reflected in this presentation. He said they wanted to give a formal response to the contractor and enter into an agreement with them. Otherwise, they could extend the deadline and re-bid the project, although he said that they would run the risk of a price increase.

Councilmember Jared Henderson said he was confused about the community buy-in aspect of the project and asked for clarification. He said if volunteers did part of the work that should be a reduction in cost and asked if the work done by the volunteers would be overseen by the contractors. City Engineer Jonathan Bowers said the money saved would be in labor costs, but the contractors would still be involved in the work the volunteers would do and involved in the procurement of the materials used.

Councilmember Jared Henderson said he had envisioned the community raising funds for a specific area and said that he had spoken to people in the community who had said they would be more interested in making a donation rather than volunteering their time. Assistant City Manager Wendy Thomas said there were community members who were interested in volunteering but said it would take time to raise fund, and noted there were certain elements to the project which could be completed at a later date such as statues and benches.

Councilmember Clint Smith asked about what the concern was in regard to there not being a warranty for items completed by the community. City Engineer Jonathan Bowers said there could be a skeleton warranty for certain items, and also said he would also plan on limiting items the community worked on to lower-risk projects. He said the community could work on improvement projects which would not be covered by the contractor's warranty anyway, such as keeping the sod watered.

Mayor Watts acknowledged a portion of the project was higher than originally planned because both raw materials and labor were now more expensive than when the budget had originally been designed. He noted the most expensive aspect of the project was the sprinkling system, and in the future they could add on smaller features that were in the original bid. He said while he hated to spend a large amount of money, but understood this would be funded through the Parks impact fee and noted it would be a great addition to the community.

Councilmember Jared Henderson expressed his support of the project at the current bid of 1.198 Million and said in the future they could look for ways for the community to get involved with the care and maintenance of the park. It was clarified the construction of the park would be funded by impact fees, and that the Park Fund could only be used for the construction of new parks.

2.3. Secret Canyon Circle Discussion - Wendy Thomas, Assistant City Manager and Troy Carr, Police Chief

Police Chief Troy Carr said for some time now they have had issues of law violations at Secret Canyon, including street racing and vandalism. He said he had been working with nearby residents about how to best rectify the issues. He added in recent months, the infractions had been more frequent than usual. To deal with the problem, he said law enforcement would be necessary but added that this was expensive in labor costs and the problems resume once the posted police officer was off duty. He said currently, they had an officer posted at Secret Canyon for six hours over the weekends but that there could not be an officer posted their long term, and so they needed a more sustainable solution.

Assistant City Manager Wendy Thomas showed a map of the neighborhood and pointed out a site where a new home was under construction on the east side of the circle. She said there was a water tank and a short maintenance road just south of the circle, and to the west of that was a repeater station for the tank. She said the repeater station had been vandalized, and the streetlight on the end of the circle had been torn down or destroyed multiple times. She said they had plans to install a taller, 40-foot streetlight so it would be harder for the vandals to throw things at it or tear it down. She said it would take about a month to get all the parts for it and have it installed. She said they also had considered the installation of cameras, although she noted this would be costly, and reported a quote had been received of anywhere from \$1,500 dollars up to \$10,000, dependent on what kind of equipment the City wished to install. She also mentioned if they mounted a camera on the repeater station, it might not be able to see faces or license plates anyway, due to the location. Assistant City Manager Wendy Thomas also suggested the possibility of increasing the amount of signage, or the relocation of the service road's gate to be closer to the main road. She said it would cost about \$500 to relocate the gate, and more to install barriers around the gate. She added they were open to other solutions.

Councilmember Steve Shields said the solutions that Assistant City Manager Wendy Thomas had listed were things that the Council had also discussed. He added the Council wanted to hold a meeting with residents at the actual site of the vandalism to have a conversation about other possible solutions. He said residents had requested for a police car to be stationed at the site at all times, and he acknowledged this was not a sustainable solution in the long-term, but noted the residents had offered to pay for an off-duty police officer to be parked near the site. He added he felt this solution would be unfair, since the residents already paid for the police

force through taxes. He noted recently, the street racing had nearly disappeared totally, and they had received positive feedback from the residents about having an officer drive up and down the street with his headlights on at nighttime and felt like this had been a strong deterrent to potential street racers.

Assistant City Manager Wendy Thomas asked the Council if they would like to pursue a street permit parking program in efforts to deter vandals. Councilmember Steve Shields said he did not want to apply ordinances only to certain areas of the City, and he did not like to create laws only for selective areas. However, he acknowledged this issue had gone from a public disturbance to an actual safety issue, and said the disturbances, especially from street racing, was unfair to the residents. He said limiting street parking would likely be the best solution available, as it gave the police officers a reason to prohibit teenagers from loitering. He added he was open to other suggestions but felt limiting the street parking would be the most effective way to mitigate the infractions.

Councilmember Clint Smith said the main thing that would impact the issues there was more development, and it was asked when the house that was currently under construction would be completed. Assistant City Manager Wendy Thomas said construction had just began, that she hoped that the developer of the house would install cameras. It was then discussed that even after the house was completed there were still several other vacant lots nearby.

Councilmember Jared Henderson asked how long the vandalism issues had been a problem, and Police Chief Troy Carr said the vandalism of the streetlight had been a problem for years, although the amount of people in the area had increased this year, and the street racing was also a new this year. Councilmember Jared Henderson asked what the parameters of the permit parking program would be. Assistant City Manager Wendy Thomas pointed out a street highlighted in red and explained the portions of the private HOA, which would not be included in the permit parking ordinance. Police Chief Troy Carr confirmed the “no parking” rule would only extend to the intersection. Councilmember Jared Henderson confirmed the permit parking ordinance would run from the end of Secret Canyon to Hunt Ridge. He asked for clarification that the three residents living there were in agreement with the ordinance, and Police Chief Troy Carr confirmed, as they were all very disturbed by the street racing.

Councilmember Jared Henderson stated he was not opposed to a temporary permit parking program to enable enforcement by the Police Department. He added he would like the permit parking to be temporary, and once the area was more developed he hoped the permit parking ordinance could be rescinded. He also stated he wanted to confirm again with the homeowners who would be directly impacted by the ordinance, and make sure they were in agreement with the “no parking” rule. It was also discussed how much the “no parking” signs would be to purchase and install.

Assistant City Manager Wendy Thomas asked if the Council would like a report as they moved forward in the enactment of the permit parking program, and Councilmember Jared Henderson indicated as long as they addressed the items brought up by the Council, such as reaching out to the homeowners, they did not need a report. Mayor David Watts said he would like a report once the project was completed outlining the results. It was discussed how to reallocate the officer that was currently posted at Secret Canyon, now they had resolved

2.4. Discussion pertaining to the Economic Development Director Vacancy - Tami Moody, Assistant City Manager, Chase Andrizzi, City Attorney, and Alan Rae, Finance Director

Assistant City Manager Tami Moody said there had been a vacancy for the position of Economic Development Director for some time. She said she wanted to bring the issue before the Council so they could discuss their options moving forward.

Assistant City Manager Tami Moody stated on October fourth of the last year, they had posted for the Economic Development Director position, and on December fifth, they had interviewed several candidates, with second interviews held on December ninth. The consensus at the time had been to repost the position and look again. She reported since then, they had received over 200 applications, but less than five-percent were considered to be strong candidates. On a one-to-five scale, she said seven of the applications had received four stars, but none had received five stars. They had reached out to several recruiting firms in January with the intention of using one of the firms to find a candidate, and they had presented the potential firms to the Council in January. There had been one second interview with one of the firms in February, but ultimately, they had decided not to use the firm to find a candidate for the position.

Assistant City Manager Tami Moody suggested the current team in place could assist with economic development in the area. She showed a map and referenced the purple highlighted sections were already represented, and the properties in red were unrepresented. She added they had been working with the landowners there. She said the land would have to go up for sale before Herriman would be able to assist them. She said that 14-percent of the land was unrepresented.

Finance Director Alan Rae said they had budgeted a \$150,000 salary with \$63,700 in benefits for the position. He said with this number, it would take \$2.4 Million of annual new sales to cover the cost of the position. He said this was about equivalent to what a Walmart Supercenter might make in sales tax, to give a frame of reference. Finance Director Alan Rae was unsure if the amount of property to be considered for commercial development would be able to justify a new, full-time position. He reiterated the position would take \$42 Million of local sales tax and referenced a spreadsheet that showed how much their labor costs would be for the Economic Development Director position as well as other staff members in the Economic Development Department. He said the City sales tax was currently at \$92 Million, and he pointed out the base salary for the position would take a significant portion of that amount.

Assistant City Manager Tami Moody said staff had been working with Bonneville on the economic development plan, and these meetings had offered great insight to the economic needs of Herriman. She said their findings would be presented to the Council at the end of August, and suggested the strategic planning meetings had shown where a consultant could be beneficial. She listed several of the benefits offered from a consultant in terms of economic analysis. She said the cost of a consultant could be structured to meet the City's needs, but they would not have that flexibility with a full-time employee. She believed the position was not viable at the current time with the amount of land that the position would be responsible for. She asked the Council for direction on how they should proceed.

Councilmember Clint Smith asked if measuring revenue needed to cover the position was a standard analysis, and Finance Director Alan Rae replied that it was a common practice.

Assistant City Director Tami Moody said they already had a solid finance and economic development staff and said this was something the Council should consider as they debated what to do next.

Councilmember Clint Smith also noted since people were generally shopping less as a result of COVID it might not be in the best interest of the City to hire someone for that position at the current time. Finance Director Alan Rae concurred, and pointed out in the last month Amazon paid more in sales tax to the City of Herriman than any other vendor. He said Amazon accounted for about 40-percent of their sales tax, and this number had been increasing since March. He said during the course of the pandemic, the general trend had been that sales tax from brick-and-mortar stores had decreased and that sales tax from online vendors had increased.

Mayor David Watts said he was in favor of having someone spearhead economic development for Herriman, and that in the future economic development should be a goal of the City. He did say that there was anecdotal evidence to suggest that consumer preferences were changing, and perhaps they could not make a firm decision one way or another right at this moment because of how precarious the current economic situation was. He suggested the economic models of established cities might not work for them in the future due to the changes in consumer needs, and he said these changes would impact the economic future of Herriman. He said hiring consultants would be helpful to navigate these coming changes. He also said the Economic Development Director position might not pay for itself, and the impact it would have on their disposable sales tax fund might not be worth the actual area the position would cover. He thought it might be more beneficial to the City to use the money that would go for the salary on an isolated project. His final point was the existing staff had gotten some great things accomplished on their own, so he felt it did not make sense to add another full-time position to the department. He also noted that he appreciated the staff for compiling the data and for presenting the issue to the Council.

Assistant City Manager Tami Moody noted their opinions and needs may change if Herriman were to annex more property or some other change occurred that might warrant the need for the position. She said based on the current needs of the City, she felt they did not need the Economic Development Director position filled and she felt like it was important to bring the issue before the Council to get their opinion.

Note: 6:57 p.m. Councilmember Sherrie Obrn arrived.

Councilmember Jared Henderson said he also appreciated the work that the staff had done to determine if the position was necessary and agreed they did not need to hire someone for the position. He advocated they have a consultant come in, rather than hire a full-time staff member. He said he felt like they focused on the microdetails too much. He pointed out the Council and staff were not brokers and did not need to concern themselves with the sale of private property and new landowners to the extent that they currently did. He also suggested the Council was too fixated on retail sales, which he said was only a part of the whole economic

landscape of the City. He stated other nearby cities did not just consider their retail sales, but they considered what they could do in general to bring more people to the City, such as and generate more sales. He mentioned that the Utah Board of Tourism had several suggestions on how to increase tourist traffic and stimulate revenue for cities. He also read the definition of economics “production, and distribution and consumption of goods and services.” He said they needed to consider the revenue they could make from franchise tax and property tax in addition to tax money from retail sales. He said the Council needed to broaden its scope. They needed to think about what the resources of Herriman were, and find ways to make those resources enticing to the right consumers. He said some of their main resources were housing and they needed to balance their land use with other projects like office centers and recreation areas. He said from the taxpayer’s point of view, it was beneficial to have more centers of employment because those businesses would pay larger amounts of property tax. Those taxes would help to offset some of the property tax that homeowners would have to pay. In addition, he said the economic decisions made would impact other things such as the fire and police department. He voiced concern they had many people, including himself, who worked in Herriman, but then lived outside of the City and so the money they spent doing essential errands such as grocery shopping was spent outside of the City. He said there were no stores that were easy to stop at on the way out of the City and pointed out that a good consultant might be able to recommend areas they could develop to bring in more money for Herriman. He closed his comments with the thought that the Council needed to consider this issue with a more global perspective. They needed to think about their resources and find ways to bring in more revenue to Herriman with a broader scope.

Councilmember Sherrie Ohrn agreed with Councilmember Jared Henderson’s comments, and said her goal was to develop an economic plan for Herriman and make sure that they capitalized on the benefits the City had to offer.

Assistant City Administrator Tami Moody said she thought that the Council would be happy with the presentation that Bonneville would give at the end of the month, as she felt the main points of the Bonneville presentation aligned well with Councilmember Jared Henderson had discussed.

Councilmember Steve Shields said they could generate a lot of revenue if they could find ways to bring more visitors in to Herriman, since it would bring in revenue from sales tax on things that they purchased. However, they would not also have to provide services for those visitors the same way that they did for residents. He said they needed to improve on weaving together different components of economic activity. While he has envisioned this being a task for the Economic Development Director, he agreed with the opinion that now was not the time to search for someone to fill the position.

Councilmember Jared Henderson confirmed with the rest of the Council they were in agreement that at this point, they were not going to pursue the route of hiring a full time Economic Development Director but would hire a consultant who would cater to individual projects as they came along. He did note that they might revisit that decision at a later date if the needs of the City changed.

Councilmember Henderson moved to adjourn the City Council work meeting at 7:09 p.m. Councilmember Smith seconded the motion, and all voted aye.

The Council reconvened the work meeting at 9:59 p.m.

2.5. Unified Fire Service Area Update - Brett Wood, City Manager

City Manager Brett Wood stated they had been working with Tony Hill of the Unified Fire Service and Dom Burchett, Assistant Chief of Unified Fire, and also Unified Fire Authority Precinct Chief Anthony Widdison. Tony Hill had been working a lot with them to help them understand the numbers. In the earlier years they had not been paying for all of the services that they were receiving. However, in the previous five years they had been paying more into the district than they had been receiving. He reviewed the numbers and the proposal made by the committee for Council.

Finance Director Alan Rae stated when they had first started in the district in 2011, they were the recipients of extra money. Since 2016 they had gone positive and were presently positive by roughly \$1 million a year. Residents were paying property taxes around \$1 million a year more than what the cost of the service was. From 2011 to the present, residents had paid into the district \$1,560,000 more than what they had received in services.

Finance Director Alan Rae stated under the proposal that had been made, the distribution of fund balance be based on the percentage of budgeted expenses with a limit of 15-percent of the fund balance, which was the balance the UFSA was trying to maintain. Under the calculations as proposed they would receive approximately \$785,000 of fund balance of the \$1,560,000 that they had paid in. In 2021 if they were still in the district, they would put roughly \$1,100,000 into the fund balance but that extra \$1 million contributed would only generate an additional \$92,000 payout to them because of the way the payout was structured. City Manager Brett Wood said they had been open and candid with the CFO and the chiefs of Unified Fire Service Area to let them know what they were thinking. If the committee voted for the change in percentage because of the way it was designed, he recommended they be prepared to give notice the morning of the board meeting. Reason being, if they stayed in for another year, they would lose \$1.2 million.

City Attorney Chase Andrizzi stated the interlocal agreement was silent on how the parties were to separate. There was always something built into a contractual relationship like this with an assumption that the parties would be equitable with one another. Additionally, there was a provision within this interlocal agreement indicating that parties would work with one another to make sure that they were not harming the remaining parties in the district. City Manager Brett Wood stated in the interlocal agreement it also stated they had to give notice if they were going to leave. He said they had no intention of separating from UFA and they would make a statement accordingly.

Tony Hill stated it had been good to work with everyone involved. He felt good about where they were at and felt confident with the numbers they had provided. He mentioned it was important to note the exit was not from UFA. City Manager Brett Wood stated they had been trying to come to compromises because Riverton was preparing to leave as well.

Councilmember Jared Henderson stated when previous City leaders agreed to join this association, there were

five voting members of the board, so it was fairly small and manageable but since then it had evolved to include 15 voting members. There was subsequent discussion regarding concerns over stewardship. He explained as per the statute, if an entity wanted to leave, they needed to give 12 months' notice to allow for both parties to make alternative arrangements. If parties could not agree they would do a feasibility study and go to court and let a judge decide on what to do. Riverton had given their notice back in February, but they found out if they delayed their decision any further then they would be basically giving them \$1.2 million; UFSA recognized this as well. The leaders recognized that it would be unfair to keep them in the district. It was written in the statute that whoever left had to pay their share of the existing debt. They had already agreed to a percentage calculation going forward for financial decisions: 50-percent based on population and 50-percent based on taxable revenue. This would be the amount of the remaining debt of that bond that went through 2035. In exchange, Herriman would take ownership of the stations and land in their boundaries that had been financed by that bond or cash but then there was a fund balance. His assertion was it made sense to assign them the percentage of fund balance as well. He agreed with Director Rae if they agreed to the percentages then they would leave \$800,000 on the table; however, the process for them to try to get that money would be a fight over the next 18 months. The way he looked at it, it was a sunk cost. They would potentially be the ones taking the hit to make things right for both sides going forward, so they were negotiating an agreement to leave the district at the same time as Riverton to avoid dumping another \$1.2 million into a service they weren't using.

City Manager Brett Wood stated when they made the decision on August 19, it was noted that they were allowed to leave on the first of January if they paid for services in that first year. When 2021 taxes came in, they would be paying themselves back. Another problematic issue was station 123 was overdue for being rebuilt. He said that long-term it was better for them to be out of the district and pay for services on their own.

Finance Director Alan Rae stated the district had to be set up by January 1 to collect taxes in 2021. The impact fees would have to be done quickly because for impact fees to be collectable when they started the district, they would have to have the district in place to have the impact fees in place no later than September 30th. Reason being, they would not go into effect for 90 days, so they had until September to have an impact fee study done. There was further discussion on the matter.

Councilmember Sherrie Ohrn asked how the UFSA staff viewed the proposal to leave at the same as Riverton. Tony Hill replied he was completely supportive of this proposal. The board got to make the final decision, but he would have no problem making the recommendation. Councilmember Jared Henderson clarified the decision to leave wouldn't harm any of the other municipalities. Tony Hill stated no, it didn't harm them, but in the future, they would have to figure out how to cover the money they had been receiving from Herriman, mostly in the impact fee area because of the growth.

Councilmember Jared Henderson discussed the timeline for receiving tax revenue and explained that the City would essentially end up reimbursing itself. Tony Hill stated UFSA did a tax revenue anticipation note every year in March; this paid the member fee until October when the property taxes started coming in. Councilmember Steve Shields asked if they decided to leave and then it was determined that they needed another station down the road, would they then lease that station back to UFA. Councilmember Jared

Henderson stated with the existing stations, the City would be the owners and operators; they were just paying UFA to provide the services. Councilmember Steve Shields stated if they were proposing to dissolve the relationship on a percentage basis, it should be clear that they would assume a percentage of the building and equipment assets. City Manager Brett Wood stated the impact fees being collected in Herriman were higher than the other members. There was continued discussion on the matter.

2.6. City Manager Update - Brett Wood, City Manager

Councilmember Sherrie Ohrn requested an update on the reservoirs that they had talked about a few weeks prior, conservation ordinances for water conservation, and where they were at on the water agreement. City Manager Brett Wood replied that reservoirs would be discussed at the August 19 meeting. Staff had prepared a report on the cove issues and water master plan that would be presented at the next meeting. Lastly, he said he was not sure where they were at on the water conservation issues.

Police Chief Troy Carr presented an update on the Tactical Response Vehicle (TRV). He stated a couple years ago when they started the Herriman Police Department they had registered with LESO (Law Enforcement Support Office). They wanted to get registered with them quickly because their intent was to get a hardened vehicle. They were told there was a hardened engineered vehicle for them in South Carolina that would cost them \$7500 for transport. Most of the equipment usage would be as a rescue unit/evac unit as well as for citizen protection. One of the advantages to the hardened systems they had was that it was setup for natural disasters. He mentioned they were lucky with the one they got because the one they received was new and could last 15-20 years. He stated there was a policy being created for who would be eligible to drive it because it wasn't just for tactical deployment it would also be used in natural disasters and it would always have to be operated by law enforcement officers.

Assistant City Manager Wendy Thomas gave an update on the Fall Cleanup and stated Wasatch Waste and Recycle was doing a dumpster program via registration. Residents would get a postcard or they could register online. The City would be doing a program in tandem with them at Butterfield Park. They would not have registration and this would help with residents that didn't have access to a dumpster, couldn't register for one, or didn't have space for one to come and still do their cleanup at the park. Their cleanup would be September 21-26 and September 29-October 3. They would accept more items than they did in the spring, such as appliances. Staff was in the process of informing residents of this information.

City Manager Brett Wood commented on the 13200 South agreement and stated they had gotten the documentation from UDOT to tie into the storm water. They would get it signed the following day and sent back to UDOT to get that road mobilized and underway. He thanked the economic development team and commented that the shop around program had done very well. He applauded the efforts of bringing in more restaurants. He stated they had a few issues that had come up with their principles and policies and they taught their people that if a resident brought an issue, there was a program called First Contact in place that required staff to make sure that the issue was addressed.

At 11:09 p.m. Councilmember Ohrn moved temporarily recess the City Council work meeting to convene in a closed session to discuss pending or reasonably imminent litigation and the purchase, exchange, or lease of real property, as provided by Utah Code Annotated §52-4-205. Councilmember Shields seconded the motion.

The vote was recorded as follows:

Councilmember Jared Henderson	Aye
Councilmember Sherrie Ohrn	Aye
Councilmember Steven Shields	Aye
Councilmember Clint Smith	Aye
Mayor David Watts	Aye

The motion passed unanimously.

The Council reconvened the work meeting at 11:55 p.m.

3. Adjournment

Councilmember Henderson moved to adjourn the work meeting at 11:55 p.m. Councilmember Ohrn seconded the motion, and all voted aye.

7:00 PM - GENERAL MEETING:

1. Call to Order

Mayor Watts called the meeting to order at 7:16 p.m.

1.1. Invocation/Thought/Reading and Pledge of Allegiance

Councilmember Henderson led the audience in the Pledge of Allegiance.

1.2. City Council Comments and Recognitions

There were no comments or recognitions offered.

2. Public Comment

Craig Atkinson opposed the rezone for item 9.2.

Ricky Nothron also opposed to rezone for item 9.2. He stated he had lived there for 40 years and commented that the area had been affected by the requested development. He said he was told that that area would never change.

Cathryn Thompson owned the property adjacent on the west side of this area and was concerned about the lots next to her property being turned into flag lots with a dead-end path that went to the drainage. She said this would serve no purpose. She had horses and it was a concern for her to have people using the path.

Joe Cunningham, developer of the project, stated these lots were not being designed as flag lots but as regular

3. City Council Board and Committee Reports

Councilmember Steve Shields stated he liked the engagement of the public and their desire to speak to their elected officials. He commented he had reports people had been reluctant to make their opinions known because they thought Councilmembers did not care; however, this was absolutely not true. He strongly encouraged residents to continue to bring their concerns forward.

Councilmember Clint Smith reported he attended the most recent JPAC meeting, during which time they reviewed federal updates and legislature that dealt with COVID-19 impacts, as well as the FAST Act, pertaining to transportation. The act was set to expire at the end of their fiscal year which was September of that year. He also reported he had been asked to participate in an annexation incorporation work and study group through the Utah League of Cities and Towns and that group had met the week before. They reviewed how incorporations looked as far as leaving islands or peninsulas were concerned, and proper configurations within an area. They also reviewed crossroads of annexation or incorporation on the same property and the feasibility of that occurrence. He commented there hadn't been an update to the annexation statute so they were trying to modernize it.

Councilmember Sherrie Ohrn reported she had attended a water meeting and would comment on it at the next meeting after she had all of the figures in order. She commented they should be seeing some postcards coming out in September for the dumpster reservations for the area cleanup program. She stated they had discussed conservation issues. Lastly, she noted local landscapers should be encouraged to participate in the localscapes program because it was a good opportunity.

Councilmember Jared Henderson reported the Southwest Mayors were dissatisfied with the current consultant, so they had officially moved on from that consultant. He said they were focusing on transportation and were going to put those funds to use. He discussed domestic violence with police entities and domestic violence calls were their highest percentage of calls. He commented on the fire district and stated the discussion was about the difference between the taxing district and the services of UFA.

Councilmember Steve Shields stated they had had the first West Nile case in the district at the Riverton golf course. Usually these tests were done throughout the State, but this year would be the first year the mosquito abatement board would be conducting its own tests. One mosquito tested positive, but no human cases had been confirmed. Councilmember Sherrie Ohrn asked if there were any positive cases in the State to which Councilmember Steve Shields replied no. He commented on the effects of COVID-19, stating with children going back to school there was some concern about how it would affect the learning of the students.

4. Public Hearing

4.1. Public Hearing and consideration of a proposed amendment to the FY 2020-2021 Herriman City Budget - Alan Rae, Finance Director

Finance Director Alan Rae stated Rosecrest had been required to build some of the improvements for Juniper Canyon Park but had chosen not to build them. Instead, they decided to give the City the money and let them

build them themselves. Instead of \$550,000 they would give the City \$640,000 to build trails and trailheads. Councilmember Sherrie Ohrn asked why there was a change and asked for an explanation. Finance Director Alan Rae stated there were improvements needing to be done. Between their engineers they were still fine-tuning the numbers and as they finalized their calculations, \$640,000 was the number that they had settled on.

Finance Director Alan Rae explained when they had initially pitched Winco coming into the City they had agreed to pay for storm water improvements that were required by the store. Staff was proposing a budget amendment that night to spend \$72,294.57 to pay for that storm drain. The money would be expended from the Anthem Center Tax Incentive Funds.

Finance Director Alan Rae stated a hot issue recently had been the Academy Village commercial center requesting a different intersection and that they wanted a different road coming into their property. The road was being upgraded from a three-lane to a four-lane and a different intersection was required. The City was requesting \$450,000 from the Herriman Business Park CDA to pay for the change in the road. He commented on the dog park and stated that they should add \$345,000 to the budget if they were serious about the project.

Councilmember Sherrie Ohrn asked where the money for the dog park would come from to which Finance Director Alan Rae replied that it would all be park impact fees.

Mayor David Watts opened the public hearing.

No public comments were offered.

Councilmember Clint Smith moved to close the public hearing. Councilmember Sherrie Ohrn seconded the motion, and all Councilmembers voted aye.

Councilmember Jared Henderson moved to approve Resolution No. R29-2020 amending the 2020-2021 fiscal year budget, adding the increase of \$345,000 for the dog park. Councilmember Clint Smith seconded the motion.

The vote was recorded as follows:

<i>Councilmember Jared Henderson</i>	<i>Aye</i>
<i>Councilmember Sherrie Ohrn</i>	<i>Aye</i>
<i>Councilmember Steven Shields</i>	<i>Aye</i>
<i>Councilmember Clint Smith</i>	<i>Aye</i>
<i>Mayor David Watts</i>	<i>Aye</i>

The motion passed unanimously.

4.2. Public Hearing regarding the Transportation Master Plan - Jonathan Bowers, City Engineer

City Engineer Jonathan Bowers explained staff had been working with Bowen Collins & Associates extensively on the updated Transportation Master Plan. He turned the time over to Kai Tohinaka to present the proposed Transportation Master Plan.

Kai Tohinaka reviewed the methodology behind the draft. They had looked at the census, conducted a facility inventory, and assessed levels of service. He stated they tried to achieve level of service D and level of service A was impractical. Councilmember Jared Henderson asked Mr. Tohinaka to explain why they tried to achieve level of service D. Mr. Tohinaka replied that level of service D was the standard for urbanized areas and it was widely accepted that level of service D was an acceptable level. In more rural areas level of service C could be acceptable. He stated they had done an intersection analysis and they were all performing, well but they had measured the delay and some of the intersections were starting to break down. He listed the potentially problematic intersections. Councilmember Jared Henderson asked how long ago these measures were taken, to which Mr. Tohinaka replied they were taken in the fall of 2019. He stated those measurements were for existing levels of service but that they had also looked at future levels of service. He reviewed their projections.

City Engineer Jonathan Bowers stated the existing anticipated uses and zoning for that study were based on the summer of 2019, so there had been some changes that had occurred since then. Once it was completed that would be the baseline for the update to come. Councilmember Steve Shields asked how they were going to pay for the \$62 million proposed for the projects over the next ten years. Mr. Tohinaka replied that not all of the projects would be impact fee eligible so that number would be smaller.

Community Development Director Blake Thomas commented they would be working with Zions Bank to complete an impact fee analysis based on new growth. He stated that their current fee structure was based on four different uses and they were broadening two of them to include other uses. He anticipated that 75-percent of the costs would be covered by impact fees because so many of the proposed roads were attributable to growth. Councilmember Steve Shields asked if the numbers were based on 2020 dollars to which Community Development Director Blake Thomas answered affirmatively. Therefore, they would need to update their master plan when the time came. There was discussion about impact fees and the effect on impact fees based on growth.

Mayor David Watts opened the public hearing.

No public comments were offered.

Councilmember Sherrie Ohrn moved to continue the public hearing. Councilmember Jared Henderson seconded the motion, and all voted aye.

4.3. Public Hearing regarding the Storm Water Master Plan - Jonathan Bowers, City Engineer

City Engineer Jonathan Bowers turned the time over to Kameron Ballentine with Bowen Collins & Associates to present the Storm Drain Master Plan Summary which was based on the numbers from summer 2019. Mr. Ballentine gave a brief summary of the Storm Drain Master Plan. He stated the goal was to develop a list of capital facility projects to collect and convey storm runoff to the main facilities in Herriman which were Rose Creek and Midas Creek. They had looked at the potential growth and looked at areas to develop capital projects. He stated the master plans were living documents and as the trends changed the master plans would need to be updated accordingly. Most cities tried to update every three to 10 years and this was no different.

He stated a lot of the pipes in Herriman were sized for continued growth and commented that the alignment of some of the pipes might change based on development. As development occurred they needed to try to stay in alignment with natural runoff paths. He summarized the capital improvement projects. He didn't know the breakdown for impact fees yet because the study had not been performed yet.

Mayor David Watts opened public hearing.

No public comments were offered.

Councilmember Jared Henderson moved to continue this item. Councilmember Clint Smith seconded the motion and all voted aye.

4.4. Public Hearing regarding the Water Master Plan - Justun Edwards, Public Works Director

Public Works Director Justun Edwards turned time over to Andrew McKinnon with Bowen Collins & Associates to present the Water Master Plan. Mr. McKinnon stated as a part of the master plan update, they were trying to identify areas to expand the secondary system in the City over the next 40 years. Mayor David Watts asked about the projections for the growth rate and commented he was concerned they were not planning for enough growth. He asked for an explanation on the projected growth curve. Mr. McKinnon replied the growth determined by the City considered areas within the City boundaries; therefore, it might be an underestimate because of the lack of consideration of annexed areas. Mayor David Watts commented the 2020 census had just come out and that Herriman was the fastest growing City in America. He wanted to make sure they accounted for an appropriate amount of growth. Mr. McKinnon stated they had used a three-year average because they did not want to consider one year of growth. The growth curve used in this master plan was the same one used in the other master plans. He explained that conservation was a big part of the master plan and the conservation goals had been made regionally. He reviewed impact fees and stated the impact fee law required cities to finance all growth that would happen beyond ten years.

Mayor David Watts opened the public hearing.

No public comments were offered.

Councilmember Jared Henderson moved to continue this item. Councilmember Sherrie Ohrn seconded the motion and all voted aye.

4.5. Public Hearing regarding the Parks, Trails and Open Space Impact Fee Facilities Plan and the Parks, Trails and Open Space Impact Fee Analysis - Heidi Shegrud, Landscape Architect

Landscape Architect Heidi Shegrud turned the time over to Susie Becker of Zions Bank. Ms. Becker stated this was a one-time fee to offset the capital costs associated with development. They had to be careful to only use impact fees to cover the costs of system and not project improvements. The code did not distinguish the difference between the two, but it was commonly recognized that pocket parks were considered eligible projects. They needed the two documents—IFFP and IFA—for this item. She stated that existing service levels needed to be identified and proposed service levels needed to be identified. If the existing service level was higher than the proposed it meant they had excess capacity and they needed to identify that. After they

identified service levels they had to look at the demand created by new development and how they would serve the demand. They could consume excess capacity or increase their service level by constructing new facilities. She discussed the buy-in associated with the equestrian center and how Herriman compared with other cities in the area with regards to fees.

Mayor David Watts opened public hearing.

No public comments were offered.

Councilmember Clint Smith moved to continue this item. Councilmember Steve Shields seconded the motion and all voted aye.

5. Consent Agenda

- 5.1. Approval of the June 10, 2020 City Council meeting minutes**
- 5.2. Approval of the June 24, 2020 City Council meeting minutes**
- 5.3. Approval of the July 8, 2020 City Council meeting minutes**
- 5.4. Approval of the Monthly Financial Summary**

Councilmember Jared Henderson moved to approve the consent agenda. Councilmember Sherrie Ohrn seconded the motion.

The vote was recorded as follows:

<i>Councilmember Jared Henderson</i>	<i>Aye</i>
<i>Councilmember Sherrie Ohrn</i>	<i>Aye</i>
<i>Councilmember Steven Shields</i>	<i>Aye</i>
<i>Councilmember Clint Smith</i>	<i>Aye</i>
<i>Mayor David Watts</i>	<i>Aye</i>

The motion passed unanimously.

6. Discussion and Action Items

6.1. Discussion and consideration of a resolution approving an amendment to the City Council Rules of Procedure - Chase Andrizzi, City Attorney

City Attorney Chase Andrizzi offered a history of the direction received from the Council to clarify the rules and procedures. He explained the rules and procedures only applied to City accounts and not personal accounts. Councilmember Clint Smith thanked City Attorney Chase Andrizzi for his work and Councilmembers for their dialogue pertaining to this issue.

Councilmember Jared Henderson moved to approve Resolution No. R30-2020 adopting the amended Council Rules of Order and Procedure. Councilmember Clint Smith seconded the motion.

The vote was recorded as follows:

<i>Councilmember Jared Henderson</i>	<i>Aye</i>
<i>Councilmember Sherrie Ohrn</i>	<i>Aye</i>

Councilmember Steven Shields *Aye*

Councilmember Clint Smith *Aye*

Mayor David Watts *Aye*

The motion passed unanimously.

7. Discussion and consideration of a rezone for approximately five acres of property from A-1 (Agricultural) to A-5 (Agriculture-Residential) located at 6221 West 13900 South (File No. Z2020-017) - Michael Maloy, City Planner

City Planner Michael Maloy stated Council had been briefed on this item in July. The proposal had a preliminary subdivision plat of five lots that had been suspended pending this rezone request. He addressed the timeline of the application and referred to some pictures on slides. The rezone request was consistent with the current general plan but the existing zone was also consistent with the existing general plan. Mayor David Watts asked when the last time this specific parcel was changed from the general plan. City Planner Michael Maloy replied he did not have the answer to that question, but his understanding was that the current general plan they were operating under was from 2014. Mayor David Watts asked if this was a change made with that general plan to which City Planner Maloy replied he would have to research. He continued to discuss the pictures on slides. Mayor David Watts asked for the exact acreage to which City Planner Maloy replied the legal description said it was 5.2 acres.

City Planner Michael Maloy stated there was a neighborhood meeting on May 4, 2020 which was attended by 14 residents whose comments were included in the packet. Several residents had opposed the rezone and the Planning Commission had voted 5-1 for denial. There had been a concern about water pressure which had been measured and determined that there was an issue. There was a valve repaired which increased the pressure from 58 to 78 PSI and the state minimum was 40 PSI. The City Engineer had reviewed the existing conditions and found there was sufficient water pressure to support development. The public right-of-way improvements required curb and gutter improvements, and there was language for an exception that the City council would have to have a separate action to approve. He stated since they had met last, they had received a letter from the applicant which was included in the packet. The concept was to try to provide access to the drainage channel for equestrian purposes. The shape of lots 4 and 5 and the flag lot were discussed. City Planner Maloy stated these lots were unusual but were in compliance. Mayor David Watts asked about the open space. City Planner Maloy stated he had met with the owner who wanted to use the language it could be donated, traded, or sold and it would have to be negotiated.

Councilmember Steve Shields asked if there was a reason this five-acre lot was not tenable for the City. City Planner Michael Maloy stated he had not met with the applicant and had not seen the letter from the applicant until that evening. Community Development Director Blake Thomas stated lot 3 would not comply with the grades set by the fire department and it was on a flood plain so it could not be built on. City Planner Michael Maloy stated as it was at that time it was not something that they could approve. Councilmember Steve Shields stated he had looked at this for the past month and he was inclined to keep zoning as it was, but he did not think they could get five houses onto those lots. He commented residents were opposed to half-acre lots and with the history he was inclined to vote against rezoning into half-acre lots. Councilmember Sherrie Ohrn

stated she had spoken to residents and noted her responsibility was to represent the people and if the people were asking for her to not make this kind of change then she wouldn't. There was a neighborhood there and she thought they were lacking the unique neighborhood feeling in their City and would hate to see those kinds of things change. She said if they approved this there would be a domino effect and they would not be able to preserve the uniqueness; therefore, her inclination was to also say no. She respected the landowner's investment into the property but still thought there were ways to develop this area.

Councilmember Clint Smith recognized the rights of an individual to develop on their own property and the requested zoning fit in their general plan. The biggest issue he had with the proposal was the way the lots were configured with the topography of the parcel and the floodplain. He was not necessarily opposed to the requested zoning; he thought there was a need to preserve zoning and would not be in favor of the proposal in front of them.

Councilmember Jared Henderson stated zoning was directly related to property rights and he appreciated conversations about these kinds of projects. He stated the topography did not allow for five houses on the five acres, so he thought it was best to deny this and keep the current zoning.

Councilmember Jared Henderson asked if City Attorney Chase Andrizzi would join the conversation and asked him to address a comment had been made about the extent to which a Council could prevent future Councilmembers from changing decisions they made.

City Attorney Chase Andrizzi replied legislative changes almost always occurred from Council to Council, and that included zoning ordinances. He said changes were common as the General Plan was updated and as the community developed. He said there was generally very little that a previous Council could do to prevent a future Council from changing decisions they made. There was further discussion on an appropriate motion to make on this item.

Councilmember Jared Henderson moved to deny the ordinance rezoning approximately five acres of property from A-1 (Agricultural) to A-5 (Agriculture-Residential) located at 6221 West 13900 South. Councilmember Sherrie Ohrn seconded the motion.

The vote was recorded as follows:

<i>Councilmember Jared Henderson</i>	<i>Aye</i>
<i>Councilmember Sherrie Ohrn</i>	<i>Aye</i>
<i>Councilmember Steven Shields</i>	<i>Aye</i>
<i>Councilmember Clint Smith</i>	<i>Aye</i>
<i>Mayor David Watts</i>	<i>Nay</i>

The motion passed 4-to-1.

Mayor David Watts explained his decision to vote no was because in his opinion, the applicant had a reasonable request. He felt they were being inconsistent with their application of the General Plan. He asked if other

Councilmembers wished to comment on their vote. No other comments were offered.

8. Closed Session

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

9. Adjournment

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

10. Recommence to Work Meeting (If Needed)

I, Jackie Nostrom, City Recorder for Herriman City, hereby certify that the foregoing minutes represent a true, accurate and complete record of the meeting held on August 12, 2020. This document constitutes the official minutes for the Herriman City Council Meeting.



Jackie Nostrom, MMC
City Recorder





STAFF REPORT

DATE: September 9, 2020
TO: The Honorable Mayor and City Council
FROM: Chase Andrizzi, City Attorney
SUBJECT: Small Cell Master License Agreement

RECOMMENDATION

Approve the form of the Small Cell Master License Agreement.

DISCUSSION

In 2018, the Utah Legislature passed S.B. 189 which enacted the Small Wireless Facilities Deployment Act (the “Act”). The Act permits a wireless provider to install small wireless facilities within rights-of-way (“ROW”) under certain conditions. The Act also allows municipalities to establish a permitting process by which providers may seek to install small wireless facilities within city boundaries.

In response to and in compliance with the Act, the Herriman City Council (the “Council”) passed Title 7, Chapter 13, Small Wireless Facilities (the “City Code”). The City Code empowers the Council “to issue nonexclusive licenses governing the installation, construction, operation, use and maintenance of wireless facilities and structures in the ROW....”¹ In compliance with the Act, the license agreement (the “MLA”) establishes, among other things, fees (such as administrative fees and licensing fees for use of the ROW) and permitting procedures for providers’ use of the ROW.

The attached MLA is designed to allow city staff to execute licensing agreements with multiple providers without the need to bring each and every agreement before council. The Act and our own City Code require that the agreements be non-discriminatory and, as such, the form of the attached MLA will be used for each and every provider who seeks to install small wireless facilities within Herriman ROW’s. Notwithstanding, the City is able to implement, by ordinance or administrative standards, certain design guidelines. The providers may then submit site plans based upon the guidelines that may be altered or amended by staff to fit with feel and design of the community.

¹ Herriman City Code 7-13-7(A).

ALTERNATIVES

The Council could disregard the attached MLA and simply review each licensing agreement for each provider that desires to install small wireless facilities in the City. State Code requires that we charge all similarly situated providers the same rates and fees, and there would be very little that could actually be negotiated between the City and the potential provider.

FISCAL IMPACT

None. The approval or denial of the form of the MLA has no fiscal impact on the City. The City will generate fees as it processes applications for site licenses and as it collects charges for use of the ROW.

HERRIMAN, UTAH
RESOLUTION NO. 20.

A RESOLUTION OF THE CITY COUNCIL OF HERRIMAN ADOPTING AND APPROVING THE FORM OF A MASTER LICENSE AGREEMENT FOR SMALL CELL SITE LICENSES.

WHEREAS, the Herriman City Council (“*Council*”) met in regular meeting on September 9th, 2020 to consider, among other things, adopting and approving the form of a master license agreement for the installation of small cell site licenses; and

WHEREAS, the Utah State Legislature enacted S.B. 189 “Small Wireless Facilities Deployment Act” (the “*Act*”) during the 2018 General Session; and

WHEREAS, The Act regulates the deployment of small wireless facilities in the public rights-of-way; and

WHEREAS, The Act permits local governments to exercise their police power by adopting an ordinance not in conflict with the Act; and

WHEREAS, The Council has adopted Ordinance 2018-27 that implements the provision of the Act and authorized Herriman City to enter into master licensing agreements with small cell service providers; and

WHEREAS, the Council finds that entering into a master license agreement with small cell service providers: (a) fairly and reasonably compensates the city on a competitively neutral and nondiscriminatory basis as provided herein; (b) encourages competition by establishing terms and conditions under which providers may use valuable public property to serve the public; (c) fully protects the public interest and the city from any harm that may flow from such commercial use of its public rights-of-way; (d) protects the police powers and proprietary authority of the city with respect to its public rights-of-way, in a manner consistent with federal and state law; (e) otherwise protects the public interests in the development and use of the city infrastructure; and (f) protects the public’s investment in improvements in the public rights-of-way; and

WHEREAS, the Council desires to adopt a form of a master license agreement that may be adapted on a non-discriminatory basis to meet the unique needs of small cell service providers while still meeting the needs of the City and its residents and businesses.

NOW, THEREFORE, BE IT RESOLVED by the Herriman City Council as follows:

1. The attached master license agreement is hereby approved as to form.
2. The City Attorney is authorized to make minor editing changes and correction to the form of the master license agreement without obtaining additional Council Approval.

3. The City is authorized to enter into master license agreement with providers on a non-discriminatory basis based upon the terms of the Master License Agreement. However, the City may negotiate additional or different terms with different providers, in the exercise of the City's reasonable discretion and pursuant to the City's reserved police powers and the City's proprietary rights in the rights-of-way.

4. This resolution assigned no. 20_____, shall take effect immediately upon passage and acceptance as provided herein.

PASSED AND APPROVED by the Council of Herriman, Utah, this _____ day of _____ 2020.

HERRIMAN

David Watts, Mayor

ATTEST:

Jackie Nostrom, MMC
City Recorder

**SMALL WIRELESS COMMUNICATIONS FACILITIES
MASTER LICENSE AGREEMENT**

THIS SMALL WIRELESS COMMUNICATIONS FACILITIES MASTER LICENSE AGREEMENT ("Agreement") is entered into this _____ day of _____, 20____ ("Effective Date"), by and between the Herriman City, a Utah municipal corporation ("City"), and _____ ("Licensee"). City and Licensee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

RECITALS

A. City is the owner of the public rights-of-way (collectively, the "ROW") and has determined the right to occupy portions of the ROW for the business of providing Small Wireless services is a valuable use of a unique public resource that has been acquired and is maintained at great expense to the City and its taxpayers, and, therefore, the taxpayers of the City should receive fair and reasonable compensation for use of the ROW.

B. Licensee is duly organized and existing under the laws of the State of _____, and its lawful successors, assigns, and transferees, are authorized to conduct business in the State of Utah.

C. Licensee desires to construct, operate, and maintain communication sites and, for such purpose, to locate, place, attach, install, operate, control and maintain Small Wireless Facilities consistent with small cell technology within the ROW.

D. City has enacted Title 7, Chapter 13 of the Herriman City Code of Ordinances regarding deployment of Small Wireless Facilities in the ROW (hereinafter the "Ordinance") which governs the application and review process for Agreements and provides the basic local scheme for providers of wireless services and systems that require the use of the ROW, including providers of both the system and service, and those providers of the system only.

E. City, in exercise of its management of the ROW, believes that it is in the best interest of the public to provide Licensee a nonexclusive license to operate a small cell network in the City.

F. Licensee is willing to compensate City in exchange for a grant and right to use and physically occupy portions of the ROW as provided herein.

NOW THEREFORE, in consideration of the mutual agreements and obligations set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in reliance upon the recitals set forth above, the Parties hereby agree as follows:

AGREEMENT

1. **Definitions and Scope.** Unless otherwise specifically defined herein any capitalized terms used herein shall have the meaning set forth in the Ordinance or the Small Wireless Facilities Deployment Act pursuant to Title 54, Chapter 21 of the Utah Code (the "State Code"). In the event of any conflict between this Agreement and the Ordinance, the Ordinance, as may be amended, shall prevail. In the event of any conflict between this Agreement, the Ordinance, or the State Code, the State Code shall prevail. In the event of a conflict between the State Code and applicable federal law, the applicable federal law shall prevail.

2. **Grant.** Subject to Laws (defined in Section 16) and this Agreement, City grants Licensee a nonexclusive license, 7 days a week, 24 hours a day, to: (i) Collocate a Small Wireless Facility in the ROW;

(ii) Collocate a Small Wireless Facility on a Wireless Support Structure in a ROW; and (iii) install, modify, or replace a Utility Pole associated with a Small Wireless Facility in a ROW. Use of the City's Utility Poles by Licensee shall, in accordance with Section 5, require the City's approval of a Site License as well as a structural analysis (the "Structural Analysis") which is to be completed by the Licensee and submitted with the Site License application and is for the purpose of ensuring the structural integrity of the utility pole is not compromised. The Structural Analysis is to be prepared and stamped by a structural engineer with a current license in the State of Utah. Licensee's obligation to collocate or replace third party Utility Poles shall be subject to Licensee's ability to enter into a mutually acceptable agreement with said third parties. All of the uses described in romanettes (i) (ii) & (iii) above shall be hereinafter referred to as "Licensee's Use." The City expressly reserves for itself the rights and uses of the ROW for its public purposes and for the public's health, safety and general welfare. A license is only the right to occupy the ROW on a nonexclusive basis for the limited purposes and for the limited period stated herein; the right may not be terminated, subdivided, assigned, or subleased except as may be expressly provided in this Agreement.

3. **Term of Agreement.** The term of this Agreement shall be for 10 years beginning on the Effective Date (the "Term"). At the end of the Term, the Agreement will continue to apply to Site Licenses granted during the Term for the remainder of the Site License Term (as defined below). The Term of the Agreement and each Site License may be renewed if the Licensee is in compliance with the terms of this Agreement and all applicable laws, rules, and regulations. The City will not grant new Site Licenses to Licensee after the expiration of the Term until the Parties have extended this Agreement or executed a new Master License Agreement with terms and conditions acceptable to both Parties and consistent with applicable federal, state and local law. If Licensee abandons a Small Wireless Facility for a period of six (6) or more consecutive months, the Small Wireless Facility shall be removed at the expense of Licensee and Licensee shall be responsible for all costs to repair or replace City infrastructure, including City Utility Poles, that may be damaged by placement or co-location of a Small Wireless Facility. In the event Licensee is unable or does not remove such abandoned Small Wireless Facility when requested by City, City may, upon sixty (60) days' advance written notice to Licensee, authorize removal and Licensee shall be responsible for all costs incurred for such removal.

4. **Fees.** Licensee shall pay to the City the Fees and costs set forth in the "Fee Schedule" attached hereto and made a part hereof as **Exhibit A**. Licensee shall pay the one-time application fee with a request for a Site License. Licensee shall pay the initial recurring fee (if any) on or before the Commencement Date (defined in Section 5) and pay subsequent recurring fees on or before each anniversary of the Commencement Date. Licensee shall request and City shall provide Licensee a completed, current Internal Revenue Service Form W-9 and state and local withholding forms. Licensee may make payments by check made out to the order of the City and sent to the City's address described in Section 13 or through electronic transfer subject to the City's approval and necessary bank routing instructions. Licensee shall also provide an irrevocable, unconditional letter of credit or surety bond in an amount as set forth in the Fee Schedule in order to guarantee faithful performance of construction or installation work authorized by the issuance of a Site License. Licensee shall maintain said letter of credit or bond in effect for one year following the construction of each Small Wireless Facility, Wireless Support Structure, and any other infrastructure affiliated with the Small Wireless Facility. Licensee may post the respective bond or provide the appropriate letter of credit after a Site License is approved. In the event of Licensee's failure to fulfill its construction or installation obligations, the City shall have the option, at its reasonable discretion, to exercise its rights as obligee under the terms of the bond or letter of credit.

5. **Site License.**

- (a) Prior to Licensee's Use, Licensee shall file a request for a Site License (in the form attached as **Exhibit B**) containing the information requested by the City and as provided in the Ordinance for each location. Upon acceptance or approval by the City, a Site License shall be executed and delivered by the Parties. Licensee's Use for attachments to Utility Poles or Wireless Support Structures in the ROW owned by a third party shall not require a Site

Licensee; however, upon request, Licensee shall provide the City a certification of authorization to attach to such third-party structures.

- (b) All Small Wireless Facilities shall comply with the design standards of the Ordinance then in place at the time of Licensee's request to City for a Site License. The design standards of the Ordinance may be amended by the City from time to time. Any additional aesthetic or other design criteria for Small Wireless Facilities and poles upon which Small Wireless Facilities are attached shall comply with the City's specific design criteria (collectively, the "Design Criteria") attached hereto as **Exhibit C** and which are subsequently adopted by the City from time to time. Such Design Criteria is established to allow Small Wireless Facilities to fit into, or at least not completely disrupt, the aesthetics and character of our neighborhoods. The Design Criteria shall only apply if they are (i) reasonable, (ii) applied equally and in a non-discriminatory manner to other types of infrastructure deployments within the ROW, (iii) objective and published in advance of a Small Wireless Facility request or application submitted herein, and (iv) comply with applicable federal and the State Code, as may be amended, modified or replaced from time to time. If pole reinforcement or replacement is necessary, Licensee shall provide engineering design and specification drawings demonstrating the proposed alteration to the pole. Changes made to the City's Design Criteria shall not be imposed or otherwise applied retroactively unless required by Laws.
- (c) The term of each Site License shall be for a period of 10 years ("Site License Term") and expires on the day before the tenth (10th) anniversary of the Site License Commencement Date unless sooner cancelled or terminated as provided herein. The Site License Commencement Date shall be the first day of the month following the Parties execution and delivery of a Site License.
- (d) A Site License may be terminated prior to the expiration of Site License Term: (i) by either Party upon written notice to the other Party, in the event of an uncured default pursuant to Section 18; (ii) by Licensee at any time for any reason or no reason; or (iii) by Licensee in the event that Licensee fails to timely obtain or maintain, or is not satisfied with any governmental approval applicable to Licensee. This Agreement may be terminated prior to the expiration of this Agreement by the City in the event of an uncured default pursuant to time periods of Section 18 if the Default affects a majority of the Site Licenses or this Agreement in which event all Site Licenses and this Agreement may be terminated.
- (e) Following expiration or earlier termination of any Site License, Licensee shall remove all Licensee owned equipment from the City owned or controlled poles and, other than reasonable wear and tear, repair and restore the City owned or controlled poles and the ROW to its prior condition, unless the City authorized otherwise. In the event that Licensee removes any City poles pursuant to this Agreement, the City shall retain ownership of any poles Licensee or its contractor removes and shall provide directions to Licensee for their reuse or disposal.

6. **Permits/Municipal Code.** While the requirements of the City Code of Ordinances (the "City Code") are in addition to the requirements of this Agreement, Licensee shall also be required to apply for and obtain those additional permits that are required of other occupants of the ROW, such as excavation or closing of sidewalks or vehicular lanes in a City ROW or pole attachment agreement. No such permits shall be approved by the City until the appropriate surety bond or unconditional letter of credit are provided as set forth in section 4 above. After the Effective Date, City will consider revisions to the City Code to conform with this Agreement and applicable Law.

7. **Interference.**

- (a) Licensee will not cause interference to City traffic, public safety or other communications signal equipment in the ROW. City agrees that City will not cause interference to Licensee's equipment or Licensee's Use.
- (b) If interference occurs, the non-interfering Party shall notify the interfering Party via telephone to Licensee _____ or to City Engineer at 801-446-5323 and the Parties shall work together to cure the interference as soon as commercially possible.

8. **Maintenance and Modifications.** Licensee shall keep and maintain all of Licensee's equipment in commercially reasonable condition and in accordance with any applicable and non-discriminatory maintenance requirements of City. Licensee may conduct testing and maintenance activities, and repair and replace damaged, outdated or malfunctioning equipment at any time. Except as provided in Section 6, City may not require Licensee to submit a new Site License Application, permit or pay a rate for (i) routine maintenance, or (ii) the replacement of a Small Wireless Facility with a Small Wireless Facility that is substantially similar or smaller in size and located within in 25 feet of the replaced Small Wireless Facility.

9. **Removal and Relocation.** Licensee understands and acknowledges that City may require Licensee to relocate one or more of its Small Wireless Facilities. Licensee shall at City's direction and upon thirty sixty (60) prior written notice to Licensee, relocate such Small Wireless Facilities at Licensee's sole cost and expense whenever City determines that the relocation is needed for any of the following purposes: (i) if required for the construction, modification, completion, repair, relocation, or maintenance of a City or other public agency project; (ii) because the Small Wireless Facilities is interfering with or adversely affecting proper operation of City owned poles, traffic signals, communications, or other City-owned Utility Poles; or (iii) City is abandoning or removing the City's poles, traffic signals, communications or other City-owned Utility Pole. In any such case, City shall use reasonable efforts to afford Licensee a reasonably equivalent alternate location. If Licensee fails to relocate any Small Wireless Facilities as requested by the City in accordance with the foregoing provision, City shall be entitled to remove or relocate the Small Wireless Facilities at Licensee's sole cost and expense, without further notice to Licensee. Licensee shall pay to the City actual costs and expenses incurred by the City in performing any removal work and any storage of Licensee's property after removal within forty-five (45) days of the date of a written demand for this payment from the City.

10. **Indemnity/Damages.**

- (a) The Licensee shall indemnify, defend and hold the City, its employees, officers, elected officials, agents and contractors (the "Indemnified Parties") harmless from and against all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses arising from the installation, use, maintenance, repair or removal of the Small Wireless Facilities or the Licensee's breach of any provision of this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence or willful misconduct of the City or an Indemnified Party. The City will provide the Licensee with prompt, written notice of any claim covered by this indemnification; provided that any failure of the City to provide any such notice, or to provide it promptly, shall not relieve the Licensee from its indemnification obligation in respect of such claim, except to the extent the Licensee can establish actual prejudice and direct damages as a result thereof. The Indemnified Party will cooperate appropriately with Licensee in connection with the Licensee's defense of such claim. Licensee shall defend any Indemnified Party, at the Indemnified Party's request, against any claim with counsel reasonably satisfactory to the Indemnified Party. Licensee shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent

of each Indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each Indemnified Party.

- (b) In the event of any damage to Licensee's Small Wireless Facility, City shall have no liability or responsibility to repair the same unless such damage arose from the negligence or willful misconduct of City, its employees, agents, or contractors; provided however, in such case, City's liability shall be limited to the cost to repair or replace the same.
- (c) Licensee agrees that Licensee, its contractors, subcontractors and agents, will not use, generate, store, produce, transport or dispose any Hazardous Substance on, under, about or within the area of a City-owned pole or other City- owned Utility Pole or the ROW in which it is located in violation of any applicable federal, state, county, or local law or regulation. Except in circumstances of the sole negligence or intentional misconduct of City, Licensee will pay, indemnify, defend and hold City harmless against and to the extent of any loss or liability incurred by reason of any Hazardous Substance produced, disposed of, or used by Licensee pursuant to this Agreement. Licensee will ensure that any on-site or off-site storage, treatment, transportation, disposal or other handling of any Hazardous Substance will be performed by persons who are properly trained, authorized, licensed and otherwise permitted to perform those services. The Parties recognize that Licensee is only using a small portion of the ROW or other City property and that Licensee shall not be responsible for any environmental condition or issue except to the extent resulting from Licensee's specific activities and responsibilities under this Agreement.

11. **Insurance.**

- (a) Licensee and its subcontractors shall carry the following insurance: (i) commercial general liability insurance in an amount of \$3,000,000 per occurrence and \$4,000,000 general aggregate and which provides coverage for bodily injury, death, damage to or destruction of property of others, including loss of use thereof, and including products and completed operations; (ii) Workers' Compensation Insurance as required by law; and (iii) employers' liability insurance in an amount of \$500,000 bodily injury each accident, \$500,000 disease each employee, and \$500,000 disease policy limit. The City may increase the commercial general liability limits contained herein to cover any increase in the City's potential liability under the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101, et. seq.) or successor provision.
- (b) The insurance coverages identified in this Section: (i) except the workers' compensation insurance, shall include the City as an additional insured as their interests may appear under this Agreement; (ii) will be primary and non-contributory with respect to any self-insurance or other insurance maintained by the City; (iii) contain a waiver of subrogation for the City's benefit; and (iv) will be obtained from insurance carriers having an A.M Best rating of at least A-VII.
- (c) Licensee shall provide the City with a Certificate of Insurance that provide evidence of insurance Licensee will endeavor to provide the City with thirty (30) days prior written notice of cancellation upon receipt of notice thereof from its insurer(s).

12. **Assignment & Sublease.** Each Site License granted herein is personal to Licensee and for Licensee's use only. Licensee shall not lease, sublicense, share with, convey or resell to others any such space or rights granted hereunder; provided, however, Licensee may assign this Agreement, any Site License, and/or related other permits or consents to any entity (i) in which Licensee holds a controlling interest or to an entity which holds a controlling interest in Licensee or an entity under common control with Licensee, or an entity that is a successor by merger or other consolidation of Licensee (each, an

17. **Miscellaneous.** This Agreement shall be governed by the laws of the State of Utah and all other applicable Laws. The provisions of this Agreement may be waived or modified only by written agreement signed by both Parties. This Agreement may be executed in counterparts. A scanned or electronic copy shall have the same legal effect as an original signed version. If one or more provisions in this Agreement is found to be invalid, illegal or otherwise unenforceable, all other provisions will remain unaffected and shall be deemed to be in full force and effect and the Parties shall amend this Agreement, if needed to effect the original intent of the Parties. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors. Nothing in this Agreement shall be construed to grant Licensee an interest in the City's ROW or City assets located in the ROW. Neither Party shall be responsible for delays in the performance of its obligations caused by events beyond the Party's reasonable control. As to the subject matter hereof, this Agreement is the complete agreement of the Parties. The Parties represent and warrant that the individuals executing this Agreement are duly authorized.

18. **Default.** It is a "Default" if (i) either Party fails to comply with this Agreement or any Site License and does not remedy the failure within thirty (30) days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted thirty (30) days and diligently pursue the cure to completion within ninety (90) days after the initial written notice, or (ii) City fails to comply with this Agreement or any Site License and the failure interferes with Licensee's use of its Small Wireless Facility and City does not remedy the failure within thirty (30) days after written notice from Licensee or, if the failure cannot reasonably be remedied in such time, if City does not commence a remedy within the allotted thirty (30) days and diligently pursue the cure to completion within ninety (90) days after the initial written notice.

19. **Conflicts of Interest.** Licensee represents and certifies that it has not offered or given any gift or compensation prohibited by law to any officer or employee of the City to secure favorable treatment with respect to this Agreement.

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

Exhibit A – Fee Schedule

Exhibit B – Form of Site License (including Exhibit 1 – Wireless Site and Facility Plans)

Exhibit C – Design Criteria

IN WITNESS WHEREOF, the Parties have executed, or caused their respective duly authorized representatives to execute, this Agreement as of the Effective Date first listed above.

[signatures on following page]

HERRIMAN CITY

Brett geo Wood, City Manager

ATTEST

Jackie Nostrom, City Recorder

Chase Andrizzi, City Attorney
Approved as to form

LICENSEE

Signature _____

Print Name _____

Title _____

EXHIBIT A

FEE SCHEDULE

One-Time Application Fees:	<p>\$100.00 per application or for each Small Wireless Facility on the same application (if batch application) for the Collocation on an existing or replacement Utility Pole.</p> <p>\$250 per application for an activity permitted under Section 54-21-204 of the State Code to install, modify or replace a Utility Pole associated with a Small Wireless Facility; or</p> <p>\$1,000 per application for an activity not permitted under Section 54-21-204 of the State Code to install, modify or replace a Utility Pole or install, modify or replace a new Utility Pole associated with a Small Wireless Facility</p>										
ROW Access Recurring Fee:	\$250 – annually for each Small Wireless Facility										
City-Pole Recurring Fee:	\$50.00 - per City Utility Pole per year										
Bond/Letter of Credit:	<p>Licensee shall post the surety bond or provide the letter of credit required by the agreement and in accordance with the following:</p> <table border="1" data-bbox="646 978 1412 1136"> <thead> <tr> <th data-bbox="654 978 1097 1010">Number of Small Wireless Facilities</th> <th data-bbox="1105 978 1404 1010">Amount of Bond/Credit</th> </tr> </thead> <tbody> <tr> <td data-bbox="654 1010 1097 1041">1 – 10</td> <td data-bbox="1105 1010 1404 1041">\$25,000</td> </tr> <tr> <td data-bbox="654 1041 1097 1073">11 – 25</td> <td data-bbox="1105 1041 1404 1073">\$50,000</td> </tr> <tr> <td data-bbox="654 1073 1097 1104">26 – 50</td> <td data-bbox="1105 1073 1404 1104">\$75,000</td> </tr> <tr> <td data-bbox="654 1104 1097 1136">51+</td> <td data-bbox="1105 1104 1404 1136">\$100,000</td> </tr> </tbody> </table>	Number of Small Wireless Facilities	Amount of Bond/Credit	1 – 10	\$25,000	11 – 25	\$50,000	26 – 50	\$75,000	51+	\$100,000
Number of Small Wireless Facilities	Amount of Bond/Credit										
1 – 10	\$25,000										
11 – 25	\$50,000										
26 – 50	\$75,000										
51+	\$100,000										

Consistent with the State Code, Licensee shall not be charged any additional rate, Fee or compensation for the right to use or occupy any ROW if Licensee is subject to the municipal telecommunications license tax under Title 10, Chapter 1, Part 4, Municipal Telecommunications License Tax Act. If Licensee becomes subject to the Muni Tax, Licensee shall no longer be required to pay the ROW Access Recurring Fee as described above.

For purposes of determining the total annual fee applicable to a Permit for a partial calendar year in which the Commencement Date occurs in a month other than January, the total fee will be a pro-rated amount equal to the product obtained by multiplying 1/12th of the annual fee by the number of months remaining in such year.

Except as provided in the Agreement, the City shall not require any other or additional recurring fees, costs, or charges of any kind.

EXHIBIT B
Form of Site License

SITE LICENSE

This Site License (the “License”), entered into this ____ day of _____, 20____ (the “Effective Date”), by and between Herriman City, a political subdivision of the State of Utah (the “City”), and _____, (the “Licensee”).
City and Licensee may be referred to individually as a “Party” and collectively as the “Parties.”

LICENSE

1. **License.** This Site License is pursuant to that certain Master License Agreement between City and Licensee dated _____, 20____ (the “Agreement”). All of the terms and conditions of the Agreement are incorporated in this License by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification, or inconsistency between the terms of the Agreement and this License, the terms of this License shall govern. Capitalized terms used in this License shall have the same meaning described for them in the Agreement unless otherwise indicated herein.

2. **Project Description and Location(s).** Licensee has the right to do the following at the designated locations and as described in the attached Exhibit 1 (the “Wireless Site”). Check all that apply.

- Collocate on an existing Structure
- Install a Wireless Facility on its own Structure
- Install a Wireless Facility on a City-owned Utility Pole

3. **Wireless Facility.** The Wireless Facility to be installed on the Structure is described in Exhibit 1 attached hereto and shall comply with the design standards set forth in the Agreement.

4. **Term and Revocation.** The term of this License shall be for 10 years as set forth in the Agreement. If Licensee does not install an operational Wireless Facility within 270 days of the Effective Date, this License shall be revoked and a new Site License application must be submitted by Licensee to the City.

5. **Fee.** The annual recurring fee for the term of this License shall be \$ _____, as determined set forth in Section 4 of the Agreement and described in Exhibit A to the Agreement.

6. **Commencement Date.** For purposes of this License, the Commencement Date shall be the first day of the month following the Parties’ execution and delivery of this License.

7. **Approvals.** It is understood and agreed that Licensee’s ability to use the Wireless Site is contingent upon its obtaining all of the certificates, permits, or other approvals (collectively the “Approvals”) that may be required by any federal, state, or local authorities, as well as a satisfactory fiber and electrical connection which will permit Licensee use of the Wireless Site as set forth above. In the event that (i) any application for such Approvals should be finally rejected; (ii) any Approvals issued to Licensee are cancelled, expire, lapse, or are otherwise withdrawn or terminate by any authority; (iii) Licensee determines that such Approvals may not be obtained in a timely manner; (iv) Licensee determines that it will be unable to obtain in a satisfactory manner, or

maintain any fiber or power connection; or (v) Licensee determines that the Wireless Site is no longer necessary or technically compatible for its use, Licensee shall have the right to terminate this License. Notice of Licensee's exercise of its right to terminate shall be given to City in writing consistent with the requirements of Section 13 of the Agreement. Cancellation or termination under this section shall be effective upon the mailing of such notice by Licensee or upon such later date as designated by Licensee in the Notice. All rentals paid up to the date of termination or cancellation shall be retained by the City and Licensee shall have no further obligation for the payment of any Fees otherwise required by the Agreement.

IN WITNESS WHEREOF, the Parties have executed, or caused their respective duly authorized representatives to execute, this License as of the Effective Date first listed above in this License.

HERRIMAN CITY

Brett geo Wood, City Manager

ATTEST

Jackie Nostrom, City Recorder

Chase Andrizzi, City Attorney
Approved as to form

Jonathan Bowers, City Engineer
Site Plan Approval

LICENSEE

Signature: _____

Print Name: _____

Title: _____

EXHIBIT 1
Wireless Site and Facility Plans
(to be attached by Licensee)

EXHIBIT C
Design Criteria



Herriman City

Small Cell Infrastructure Design

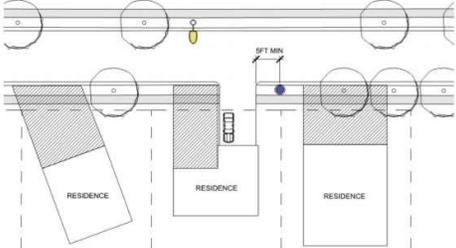
Three different types of small cell installations are permitted within Herriman City. These types include attachments to utility poles and utility lines (Type I), removal and replacement of existing streetlights (Type II), and new freestanding installations (Type III). When small wireless facilities are to be constructed in a right-of-way, the City's order of preference for a provider is 1) To install in-strand antennas (Type I), 2) To collocate on existing poles (Type I), 3) To collocate on replacement poles in the same or nearly the same location (Type II), or 3) to collocate on new poles (Type III). Deviations from this guideline shall be approved on a case-by-case basis by Herriman City Engineer prior to installation.

Section	Type I - Utility Pole Attachment	Type II - Streetlight Replacement (Combination Pole)	Type III - New Freestanding Installation
<p>1. Typical Configuration</p>	<p>Labels: UTILITY POLE, EQUIPMENT SHROUD (May be pole-mounted or in-strand mounted), EQUIPMENT SHROUD, POWER METER WITH DISCONNECT, SMALL CELL FIBER, ELECTRICAL.</p>	<p>Labels: 1 CANTENNA, 2 LUMINAIRE, 3 LUMINAIRE MAST ARM, 1 EQUIPMENT SHROUD, UPPER POLE, FIBER SPLICE/PULL BOX, FINAL GRADE, ELECTRICAL CONDUIT, EQUIPMENT CABINET, STANDARD FOUNDATION.</p> <p>1 Depending upon approved configuration of combination pole - equipment shroud or cantenna may be removed. 2 Luminaire must match existing luminaires on adjacent streetlights. 3 Luminaire mast arms must be decorative to match existing luminaire mast arms on adjacent streetlights.</p>	<p>Labels: CANTENNA, UPPER POLE, FIBER SPLICE/PULL BOX, FINAL GRADE, ELECTRICAL CONDUIT, EQUIPMENT CABINET, STANDARD FOUNDATION.</p>
<p>2. General Requirements</p>	<ul style="list-style-type: none"> All attachments to existing utility poles within Herriman City right of way require an encroachment permit, prior to installation. A maximum of three enclosures including the disconnect and antenna shall be installed at each utility pole location. No ground-mounted enclosures, including backup power supply, shall be allowed. 	<ul style="list-style-type: none"> Combination small cell and streetlight permitting applications and aesthetics shall be approved by Herriman City prior to installation. All equipment shall meet Herriman City's Construction Standards and Specifications and comply with the City's Encroachment Permit Requirements. 	<ul style="list-style-type: none"> All freestanding small cell poles within Herriman City right of way require an encroachment permit, prior to installation. The pole design shall match the aesthetics of existing streetlights installed adjacent to the pole. The Carrier shall perform a visual inspection (Online street images are acceptable) prior to submitting a permitting application to determine existing aesthetics.



Herriman City
Small Cell Infrastructure Design

Section	Type I - Utility Pole Attachment	Type II – Streetlight Replacement (Combination Pole)	Type III – New Freestanding Installation
	<ul style="list-style-type: none"> All carrier equipment shall be removed and relocated at no cost to Herriman City, if Herriman City decides to underground the utility lines in the future. No strand-mounted small cell devices shall be installed on poles with mounted streetlights. Carrier shall submit evidence that the existing poles are appropriately sized and have sufficient strength to accommodate the additional small cell equipment loads. Carrier shall also submit a letter of approval from the pole owner for the small cell equipment to be installed on the specific pole. Carrier shall certify that radiation is at safe levels by a non-ionizing radiation electromagnetic radiation report (NIER). The NIER report shall be endorsed by a qualified professional. Report shall be submitted to the pole owner and Herriman City. It shall specify minimum approach distances to the general public as well as electrical and communication workers that are not trained for working in an RF environment (uncontrolled) when accessing the pole by climbing or bucket. Carrier shall provide a disconnect so pole owners have the ability to easily shut off radio signals and power while working on the pole. 	<ul style="list-style-type: none"> The same small cell pole aesthetic is to be used to match existing streetlights in the area and maintain a cohesive appearance. The Carrier shall perform a visual inspection (online street images are acceptable) prior to submitting a permitting application to determine existing aesthetics. All small cell carrier equipment shall be housed internal to the pole or hidden behind an exterior shroud. The small cell components shall be sized to be visually pleasing. For a combination pole to be considered visually pleasing, the transition between the equipment cabinet and upper pole should be considered. A decorative transition shall be installed over the equipment cabinet upper bolts, or decorative base cover shall be installed to match the equipment cabinet size. Each pole component shall be architecturally compatible to create a cohesive aesthetic. Three variations of Type II streetlight replacements will be considered for installation: <ul style="list-style-type: none"> Type IIa: Streetlight with a single cantenna Type IIb: Streetlight with a single equipment shroud Type IIc: Streetlight with a cantenna and single exterior equipment shroud Type IIc installation will be allowed when multiple technologies offered by the same carrier are installed on a single pole and to qualify, the Network Provider must demonstrate that the additional technology cannot be integrated into the equipment cabinet or the cantenna. All pole mounted enclosures shall be securely attached with hardware (not strapped). Carrier shall certify that radiation is at safe levels by a non-ionizing radiation electromagnetic radiation report (NIER). The NIER report shall be endorsed by a qualified professional. Report shall be submitted to the pole owner and Herriman City. It shall specify minimum approach distances to the general public as well as electrical and communication workers that are not trained for working in an RF environment (uncontrolled) when accessing the pole by climbing or bucket. Carrier shall provide a disconnect so pole owners have the ability to easily shut off radio signals and power while working on the pole. 	<ul style="list-style-type: none"> All small cell carrier equipment shall be housed internal to the pole or hidden behind an exterior shroud. The small cell components shall be sized to be visually pleasing. For a pole to be considered visually pleasing, the transition between the equipment cabinet and upper pole should be considered. A decorative transition shall be installed over the equipment cabinet upper bolts, or decorative base cover shall be installed to match the equipment cabinet size. Each pole component shall be architecturally compatible to create a cohesive aesthetic. Carrier shall certify that radiation is at safe levels by a non-ionizing radiation electromagnetic radiation report (NIER). The NIER report shall be endorsed by a qualified professional. Report shall be submitted to Herriman City and it shall specify minimum approach distances to the general public. City reserves the right to attach any sign (such as a no parking sign) on a freestanding installation within the right-of-way.
<p>3. Placement Requirements</p>	<ul style="list-style-type: none"> Equipment is attached to existing pole. Don't impede, obstruct or hinder ADA access, pedestrian or vehicular travel 	<ul style="list-style-type: none"> Poles can either be owned by Herriman City or the applicant (as approved via Encroachment Permit) Don't impede, obstruct or hinder ADA access, pedestrian or vehicular travel Locate in parkstrip (if possible) and in alignment with existing trees, utility poles and streetlights. Locate equal distance between trees when possible, with a minimum of 15 feet separation. Provide required clearances from any existing utilities Locate outside of 30 foot clear vision triangle at intersections. 	<ul style="list-style-type: none"> No freestanding poles closer than 250 feet away, radially, from another freestanding small cell pole. Do not locate along the frontage of a Historic building, deemed historic on a federal, state, or local level. Locate so as not to significantly create a new obstruction to property sight lines. Locate between property lines as much as possible For commercial areas - care should be taken to locate the small cell such that it does not negatively impact a business. Small cells shall not be

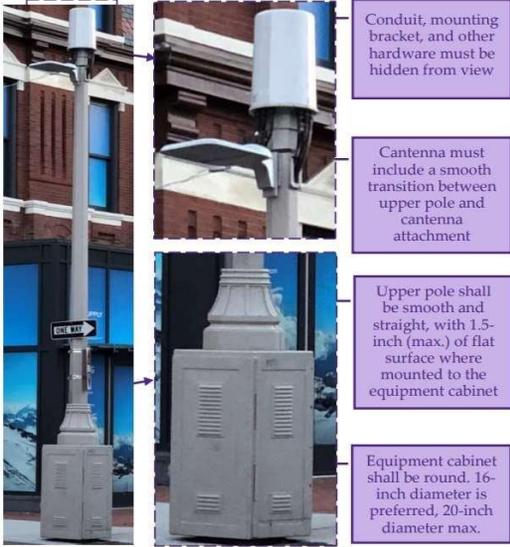
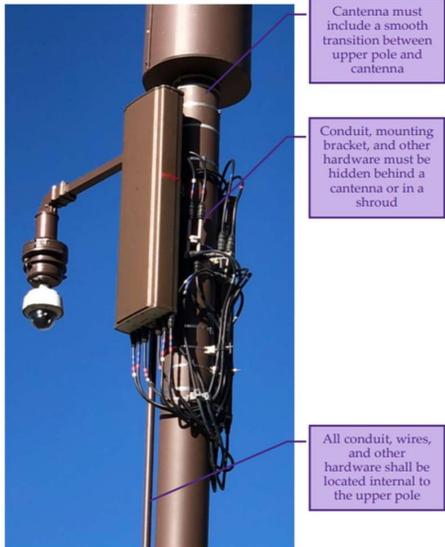
Section	Type I - Utility Pole Attachment	Type II – Streetlight Replacement (Combination Pole)	Type III – New Freestanding Installation
		<ul style="list-style-type: none"> Do not obstruct sight distance at driveways or other accesses on to roadway. 	<p>located in-front of store front windows, primary walkways, primary entrances or exits, or in such a way that would impede deliveries.</p> <ul style="list-style-type: none"> Don't impede, obstruct or hinder ADA access, pedestrian or vehicular travel Locate in parkstrip (if possible) and in alignment with existing trees, utility poles and streetlights. Locate equal distance between trees when possible, with a minimum of 15 feet separation. Provide required clearances from any existing utilities Locate outside of 30 foot clear vision triangle at intersections. Do not obstruct sight distance at driveways or other accesses on to roadway. Freestanding installations are not allowed within a right-of-way that is 60 feet wide or less and adjacent to residential. Shall not be located within 100 feet of the apron of a fire station or other adjacent emergency service facility. For residential areas - do not locate within the perpendicular extension of the primary street-facing wall plane, as shown below. Do not locate a small cell in front of driveways, entrances or walkways.  <p>Do not locate small cell in the perpendicular extension of the primary street-facing wall plane</p> <p>Do not locate small cell in front of driveways, entrances, or walkways</p>
<p>4. Equipment Color</p>	<ul style="list-style-type: none"> Visible attachments and hardware shall be colored to match pole, or colored gray (7047) if located on a wooden pole. 	<ul style="list-style-type: none"> Equipment cabinet and pole shall be galvanized in accordance with AASHTO M 111. The pole is painted to match existing streetlight aesthetics, paint shall be powder coated over zinc paint (Pole and equipment cabinet shall still be galvanized). 	<ul style="list-style-type: none"> Equipment cabinet and pole shall be galvanized in accordance with AASHTO M 111. The pole is painted to match existing streetlight aesthetics, paint shall be powder coated over zinc paint (Pole and equipment cabinet shall still be galvanized).
<p>5. Equipment Shroud/ Cabinet</p>	<ul style="list-style-type: none"> 38" H x 16" W x 12" D maximum for pole-mounted equipment shroud. Strand-mounted equipment enclosures may not exceed 5.5 cubic feet. All hardware attachments shall be hidden to the maximum extent possible. 	<ul style="list-style-type: none"> 16 inches (preferred), 20 inches maximum diameter. Maximum height of cabinet is 5'-8". Cabinet to be round and installed below the pole. If an antenna is located on the side of the pole, the antenna, radio equipment, brackets, and all other hardware required for a complete installation shall fit behind a 38" H x 16" W x 12" D maximum shroud, securely mounted (not strapped) to the pole. 	<ul style="list-style-type: none"> 16 inches (preferred), 20 inches maximum diameter. Maximum height of cabinet is 5'-8". Cabinet to be round and installed below the pole. Equipment cabinet and/or equipment cabinet cover shall not have a flat, horizontal surface larger than 1.5 inches. All hardware attachments shall be hidden to the maximum extent possible.

Herriman City
Small Cell Infrastructure Design

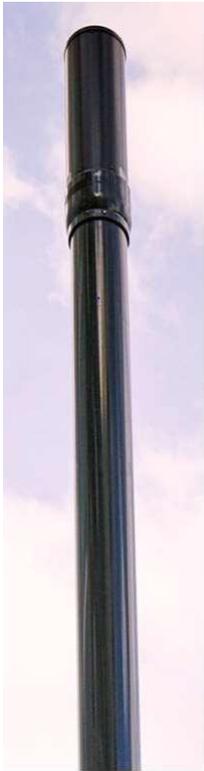


Section	Type I - Utility Pole Attachment	Type II – Streetlight Replacement (Combination Pole)	Type III – New Freestanding Installation
		<ul style="list-style-type: none"> Equipment cabinet and/or equipment cabinet cover shall not have a flat, horizontal surface larger than 1.5 inches. All hardware attachments shall be hidden to the maximum extent possible. 	
6. Cantenna	<ul style="list-style-type: none"> If a cantenna is located on top of the pole the outer diameter shall be 14" maximum and the cantenna shall be no more than 5 feet tall, including antenna, radio head, mounting bracket, and all other hardware necessary for a complete installation. If the cantenna is mounted to the side of the pole it shall be located inside a shroud of 5.5 cubic feet maximum. The width, depth, or diameter of the shroud size shall not be greater than 16" (maximum). 	<ul style="list-style-type: none"> The antenna and antenna pole attachment shall be shrouded to meet Herriman City's aesthetics. A tapered transition between the upper pole and cantenna shall be included. 14-inch maximum outer diameter x 5' 8" maximum length. Antenna shroud shall be colored to match pole. 	
7. Required Equipment	<ul style="list-style-type: none"> Only one equipment shroud, containing all required small cell equipment, shall be installed per pole. Except, one additional equipment shroud shall be allowed per pole if the antenna is located within the second equipment shroud. Equipment shall be located such that it meets the Americans with Disabilities Act of 1990 and does not obstruct, impede, or hinder the usual pedestrian or vehicular travel way. If applicable, only one strand-mount equipment shroud shall be installed per permit location 	<ul style="list-style-type: none"> All equipment shall be located internal to the equipment cabinet or recessed in the equipment cabinet to meet Utility requirements or hidden behind the cantenna. All equipment shall be mounted per the Owner's requirements. Pole bases shall be sized to handle the listed equipment and all other equipment required by the Owner. 	
8. Warning Labels	<ul style="list-style-type: none"> Carrier shall mark equipment with warning labels if required by NEC or other regulations. 		
9. Owner Identification	<ul style="list-style-type: none"> A 4-inch by 6-inch (maximum) plate with the Carrier's name, location identifying information, and emergency telephone number shall be permanently fixed to the equipment shroud. 		
10. Luminaire	<ul style="list-style-type: none"> Not Applicable 	<ul style="list-style-type: none"> Luminaire shall meet Herriman City's Construction Standards and Specifications and shall match existing luminaires adjacent to permit location. 	<ul style="list-style-type: none"> Not Applicable
11. Luminaire Mast Arm	<ul style="list-style-type: none"> Not Applicable 	<ul style="list-style-type: none"> Match mast arms on adjacent streetlights or match aesthetics of adjacent streetlights. In any case, mast arms will be decorative. 	<ul style="list-style-type: none"> Not Applicable
12. Pole Size & Type	<ul style="list-style-type: none"> Not Applicable 	<ul style="list-style-type: none"> Round, straight, galvanized steel. Pole shall be architecturally compatible with the equipment cabinet. At least 15% of the pole design structural capacity shall be reserved for future City IOT installations. The upper pole shall be scaled to 0.5 to 0.75 times the size of the equipment cabinet with 10" minimum outer diameter. The pole diameter shall be scaled such that no flat, horizontal surface larger than 1.5 inches exists between the equipment cabinet and upper pole. 	<ul style="list-style-type: none"> Round, straight, galvanized steel. Pole shall be architecturally compatible with the equipment cabinet. The upper pole shall be scaled to 0.5 to 0.75 times the size of the equipment cabinet with 10" minimum outer diameter. The pole diameter shall be scaled such that no flat, horizontal surface larger than 1.5 inches exists between the equipment cabinet and upper pole.
13. Small Cell Height	<ul style="list-style-type: none"> For a utility pole attachment that is located within a right-of-way that is 60 feet wide or less and adjacent to residential – the height of the existing utility pole shall not change. For commercial or industrial areas or residential areas (within a right-of-way greater than 60 feet wide) - If a cantenna is located on top of the utility pole, the cantenna shall be no more than 5 feet tall, including antenna, radio head, mounting bracket, and all other hardware necessary for a complete installation. 	<ul style="list-style-type: none"> Pole height shall be measured from the top of the foundation to the top of the highest point on the structure (cantenna or luminaire). For a streetlight replacement that is located within a right-of-way that is 60 feet wide or less and adjacent to residential – the height of the combination pole may not exceed the height of the existing streetlight pole that is being replaced. For a streetlight replacement that is located within a right-of-way that is greater than 60 feet wide and adjacent to residential – the height of the combination pole shall not exceed 30 feet. For commercial or industrial areas - Pole height shall not exceed 40 feet. 	<ul style="list-style-type: none"> Pole height shall not exceed 30 feet. Pole height shall be measured from the top of the foundation to the top of the cantenna. Freestanding installations are not allowed within a right-of-way that is 60 feet wide or less and adjacent to residential.

Herriman City
Small Cell Infrastructure Design

Section	Type I - Utility Pole Attachment	Type II – Streetlight Replacement (Combination Pole)	Type III – New Freestanding Installation
14. Electrical Separation	Not Applicable	Separate conduits shall be provided to separate wiring by owner. An internal divider inside the structure shall separate electrical wiring and fiber, per Owner.	Separate conduits shall be provided to separate wiring by owner. An internal divider inside the structure shall separate electrical wiring and fiber, per Owner.
15. Conduit Sweeps in Foundation	Not Applicable	Conduit shall accommodate all equipment and include (4) spare 2" PVC sweeps for future service.	
16. Design Wind Velocity	Withstand minimum wind speed of 115mph (3 second gust) – or as required by the City’s currently adopted International Building Code.		
17. Foundation	Not Applicable	Precast concrete or cast-in-place pole foundations shall be designed per the City standard to meet ACI 318. While the City accepts cast-in-place foundations, precast concrete foundations are preferred and should be installed whenever possible.	
18. Bolt Circle	Not Applicable	19.5-inch bolt circle when installing a 16-inch equipment cabinet. 23.5-inch bolt circle when installing a 20-inch equipment cabinet. Anchor bolts shall be hidden from view.	
19. Access Doors	Not Applicable	<ul style="list-style-type: none"> Lockable doors to be provided as needed in the equipment cabinet to maintain equipment. A hand hole shall be provided at the top and bottom of the pole to maintain electrical service for streetlights and future IOT attachments. 	Lockable doors to be provided as needed in the equipment cabinet to maintain equipment.
20. Ventilation	Not Applicable	Passive louvers and/or other passive ventilation systems shall be provided as the primary means of temperature control. If required, fan(s) shall not emit noise greater than 30dBA at one meter (3.28 feet).	
21. Examples of Unacceptable Installations	Intentionally blank	 <p>Conduit, mounting bracket, and other hardware must be hidden from view</p> <p>Cantenna must include a smooth transition between upper pole and cantenna attachment</p> <p>Upper pole shall be smooth and straight, with 1.5-inch (max.) of flat surface where mounted to the equipment cabinet</p> <p>Equipment cabinet shall be round. 16-inch diameter is preferred, 20-inch diameter max.</p>	 <p>Cantenna must include a smooth transition between upper pole and cantenna</p> <p>Conduit, mounting bracket, and other hardware must be hidden behind a cantenna or in a shroud</p> <p>All conduit, wires, and other hardware shall be located internal to the upper pole</p>

Herriman City
Small Cell Infrastructure Design

Section	Type I - Utility Pole Attachment	Type II - Streetlight Replacement (Combination Pole)	Type III - New Freestanding Installation
<p>22. Examples of Acceptable Installations</p>	<p>Intentionally blank</p>		



STAFF REPORT

DATE: September 9, 2020

TO: The Honorable Mayor and City Council

FROM: Chase Andrizzi, City Attorney

SUBJECT: Interlocal Agreement for Community Development Block Grant, Emergency Solutions Grant Program, and the Home Investment Partnership Program.

RECOMMENDATION

Approve the Interlocal Cooperation Agreement.

DISCUSSION

Herriman City has long been party to an Interlocal Agreement with the County and other municipalities and townships to participate in certain programs administered by the U.S. Department of Housing and Urban Development (“HUD”). Under this Agreement, the County secures funds from HUD and then distributes those funds to participating municipalities (including Herriman).

The County has informed the City that a change needs to be made to the Interlocal Agreement. These changes come from HUD and are mandatory for participation in these federal programs. Specifically, the changes to the Interlocal Agreement that are reflected in the attached document are:

- The Agreement now incorporates language about the Emergency Solutions Grant (“ESG”) and the Home Investment Partnership Grant (“HOME”).
- Added language that a participant may receive a formula allocation under HOME or ESG only through the Urban County plan.
- Amend existing language to state that the interlocal agreements remain in effect until the respective program funds are received and expended.
- The County and the City (and other municipalities) cannot terminate or withdraw from the agreement while it remains in effect.

The Amendment does little to change the material aspects of the agreement. Instead, HUD is clearing up some minutiae in the language that was not present in previous versions.

This amended Agreement is valid for fiscal years 2021 through 2023. At that time, the City may elect to renew this amended Agreement for another three years or it may elect to become an entitled city and apply for and potentially receive HUD funds directly rather than through the County.

ALTERNATIVES

The Council could reject the Amended Agreement. If the Council rejects the Amendment, the City will not have access to HUD funds for this year and potentially until FY 2023.

HERRIMAN, UTAH
RESOLUTION NO. 20.

A RESOLUTION OF THE CITY COUNCIL APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT RELATING TO THE CONDUCT OF THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, EMERGENCY SOLUTIONS GRANT PROGRAM, AND THE HOME INVESTMENT PARTNERSHIP PROGRAM

WHEREAS, the Herriman City Council (“*Council*”) met in regular meeting on September 9th, 2020 to consider, among other things, adopting and approving an Interlocal Cooperation Agreement with the County and other participating municipalities regarding the Community Development Block Grant Program (“CDBG”), Emergency Solutions Grant Program (“ESG”), and the Home Investment Partnership Program (“HOME”) (collectively the “Programs”); and

WHEREAS, the City has previously entered into interlocal cooperation agreements with the County, as an urban county, and the other participating municipalities for participation in the Programs; and

WHEREAS, the U.S. Department of Housing and Urban Development (“HUD”) requires strict compliance from participating urban counties and their units of general local governments; and

WHEREAS, HUD has imposed new and additional requirements for the form of the Interlocal Cooperation Agreement between the County and the participating municipalities which requirements supersedes and terminates the previously executed Agreements and Program income; and

WHEREAS, the County has updated or otherwise prepared a new Interlocal Cooperation Agreement that substantially complies with the strict HUD requirements; and

WHEREAS, the City desires to enter into the amended Interlocal Cooperation Agreement and to participate in the Programs for fiscal years 2021 – 2023; and

WHEREAS, executing the attached and amended Interlocal Cooperation Agreement with the County and other participating municipalities is in the best interest of Herriman City and its residents.

NOW, THEREFORE, BE IT RESOLVED by the Herriman City Council as follows:

1. The attached Interlocal Cooperation Agreement is hereby approved and the City Manager is hereby authorized to execute the same on behalf of Herriman City.
2. This resolution assigned no. 20 _____, shall take effect immediately upon passage and acceptance as provided herein.

PASSED AND APPROVED by the City Council this 9th day of September 2020.

HERRIMAN

David Watts, Mayor

ATTEST:

Jackie Nostrom, MMC
City Recorder

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY
for its Department of Regional Transportation,
Housing, and Economic Development

And

**TOWN OF ALTA, TOWN OF BRIGHTON, BLUFFDALE CITY, COPPERTON
METRO TOWNSHIP, COTTONWOOD HEIGHTS CITY, DRAPER CITY,
EMIGRATION CANYON METRO TOWNSHIP, HERRIMAN CITY, HOLLADAY
CITY, KEARNS METRO TOWNSHIP, MAGNA METRO TOWNSHIP, MIDVALE
CITY CORP., CITY OF MILLCREEK, MURRAY CITY, RIVERTON CITY, CITY OF
SOUTH SALT LAKE, AND WHITE CITY METRO TOWNSHIP**

Relating to the conduct of

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM,
HOME INVESTMENT PARTNERSHIP PROGRAM, &
EMERGENCY SOLUTIONS GRANT PROGRAM**

For

FEDERAL FISCAL YEARS 2021 THROUGH 2023
And successive three-year periods thereafter

THIS INTERLOCAL COOPERATION AGREEMENT (“Agreement”) is entered into effective ____ day of _____ 20__ by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah, for its Department of Regional Transportation, Housing, and Economic Development (“County”) and the following governmental entities: **Town of Alta, Town of Brighton, Bluffdale City, Copperton Metro Township, Cottonwood Heights, Draper City, Emigration Canyon Metro Township, Herriman City, Holladay City, Kearns Metro Township, Magna Metro Township, Midvale City Corp., City of Millcreek, Murray City, Riverton City, City of South Salt Lake, and White City Metro Township**, each one of which is a municipal corporation or metro township of the State of Utah located in Salt Lake County. For ease of definition, the above identified cities and townships may be collectively referred to as the “**Cities**.”

RECITALS:

1. In 1974, the U.S. Congress enacted the Housing and Community Development Act of

1974, as since amended (42 U.S.C. 5301 *et seq.*); in 1990 the U.S. Congress enacted the Cranston-Gonzales National Affordable Housing Act, as since amended (42 U.S.C. 12701 *et seq.*); and in 2009 the U.S. Congress amended the McKinney-Vento Homeless Assistance Act creating the Emergency Solutions Grants Program (42 U.S.C. 11301 *et seq.*); (collectively referred to as the “Acts”), permitting and providing for the participation of the United States government in a wide range of local housing and community development activities and the Acts’ programs which activities and programs are administered by the U.S. Department of Housing and Urban Development (“HUD”).

2. The primary objective of the Acts is the development of viable urban communities and access by every resident to decent housing, shelter and ownership opportunity regardless of income or minority status, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income, with this objective to be accomplished by the federal government providing financial assistance pursuant to the Acts in the form of community development block grants (“CDBG”), HOME Investment Partnerships, and Emergency Solutions Grants (“ESG”) Program funds to state and local governments to be used in the conduct and administration of housing, shelter, and community development activities and projects as contemplated by the primary objectives of the Acts.

3. To implement the policies, objectives and other provisions of the Acts, HUD has issued rules and regulations governing the conduct of the CDBG, ESG, and HOME programs, published in 24 C.F.R., Part 92, Part 570, and Part 576 (the “Regulations”), which Regulations provide that a county may qualify as an “urban county,” as defined in Section 570.3 of the Regulations, and thereby become eligible to receive funds from HUD for the conduct of CDBG, HOME, and ESG program activities as an urban county and that the cities and other units of general local governments in the same metropolitan statistical area that do not or cannot qualify for separate entitlement grants may be included as a part of the urban county by entering into cooperation agreements with the urban county in accordance with the requirements of the Regulations.

4. Since 1981, HUD has amended the Regulations, revising the qualification period for urban counties by providing that the qualification by HUD of an urban county shall remain effective for three successive federal fiscal years regardless of changes in its population during that period, except for failure of an urban county to receive a grant during any year of that period. HUD’s amendments to the Regulations also provide that no included city or other unit of general local government covering an additional area may be added to the urban county during that three-year qualification period except where permitted by the Regulations.

5. In 1993, as part of the three-year qualification process, the County entered into an interlocal cooperation agreement with the then existing municipalities within Salt Lake County that did not receive separate CDBG and HOME program entitlement grants. Subsequently, the County entered into a second interlocal cooperation agreement in 2006 with several cities which had incorporated since the 1993 Agreement had been executed. Likewise, in 2017, the County entered into a third interlocal cooperation agreement with several more cities and townships which had incorporated since the 2006 Agreement. The County now wishes to terminate the

three prior interlocal agreements entered into for purposes of authorizing the County to undertake or to assist in undertaking essential community development, emergency solutions, and housing assistance activities within the Cities and replace them with this sole agreement.

6. The County recognizes and understands that it does not have independent legal authority to conduct some kinds of community development and housing assistance activities within the boundaries of an incorporated city without the city’s approval. In order to ensure participation by the Cities in the urban county and as part of the fiscal year 2021-2023 urban county qualification process, the County and the Cities are required to enter into this interlocal agreement authorizing the County to undertake or to assist in undertaking essential community development, emergency solutions, and housing assistance activities within the Cities as may be specified in the “Consolidated Plan” (the “Plan”) to be submitted to HUD annually by the County to receive its annual CDBG, ESG, and HOME entitlement grants.

7. Under general provisions of Utah law governing contracting between governmental entities and by virtue of specific authority granted in the Utah Interlocal Cooperation Act, Section 11-13-101 *et seq.* Utah Code Ann. (2020), any two or more public agencies may enter into agreements with one another for joint or cooperative action, or for other purposes authorized by law.

8. Accordingly, the County and the Cities have determined that it will be mutually beneficial and in the public interest to enter into this interlocal agreement regarding the conduct of the County’s CDBG, ESG, and HOME program activities and projects.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and the cooperative actions contemplated hereunder, the Parties agree as follows:

1. A fully executed copy of this interlocal cooperation agreement (“Agreement”), together with the approving resolutions of the Cities and the County, shall be submitted to HUD by the County as part of its qualification documentation.
2. The Cities hereby give the County the authority to carry out CDBG, ESG, and HOME Program activities and projects within the Cities’ respective boundaries. By entering into this Agreement with the County, the Cities shall be included as a part of the urban county for CDBG, ESG, and HOME program qualification and grant calculation purposes.
3. This Agreement shall be in effect during three CDBG, ESG, and HOME Program years beginning July 1, 2021 and ending June 30, 2024 (e.g., Federal FYs 2021 – 2023) and shall automatically renew for successive three-year periods thereafter.

Each City will participate for the next three Program Years, and for each successive Three-year period thereafter up to a maximum term of 50 years. Subject to termination provisions set forth in Paragraph 13 below, a City may terminate its participation in the Agreement by giving written notice to the County in accordance with the Qualification Schedule provided in HUD’s

“Instructions for Urban County Qualification for Participation in Community Development Block Grant (“CDBG”) Programs” for the next three-year renewal period. Without regard to whether a Party desires to provide written notice of its intent to terminate participation in this Agreement, it shall remain in effect; until the CDBG, ESG, and HOME funds and program income received (with respect to the activities carried out during the three-year qualification period, and any successive qualification periods under this Agreement) are expended and funded activities completed. No Party may terminate or withdraw from this Agreement while it remains in effect and until this condition is met.

4. As provided in Section 570.307 of the Regulations, the qualification of the County as an urban county shall remain effective for the entire three-year period in effect regardless of changes in its population during that period of time, and the parties agree that a City or Cities may not withdraw from nor be removed from inclusion in the urban county for HUD’s grant computation purposes during that three-year period. Prior to the beginning of each succeeding qualification period, by the date specified in HUD’s urban county qualification notice for the next qualification period, the County shall notify each City in writing of its right not to participate and shall send a copy of such notice to the HUD field office by the date specified in the urban county qualification schedule issued for that period.

5. The Cities and the County shall cooperate in the development and selection of CDBG, ESG, and HOME program activities and projects to be conducted or performed in the Cities during each of the three program years and for each successive three-years covered by this Agreement. The Cities understand and agree, however, that the County shall have final responsibility for selecting the CDBG, ESG, and HOME program activities and projects to be included in each annual grant request and for annually filing the Final Statements with HUD.

6. The Cities recognize and understand that the County, as a qualified urban county, will be the entity required to execute all grant agreements received from HUD pursuant to the County’s annual requests for CDBG, ESG, and HOME program funds and that as the grantee under the CDBG, ESG, and HOME programs it will be held by HUD to be legally liable and responsible for the overall administration and performance of the annual CDBG, ESG, and HOME programs, including the projects and activities to be conducted in the Cities. By executing the Agreement, the Cities understand that they (1) may not apply for grants under the Small Cities or State CDBG programs from appropriations for fiscal years during the period in which they are participating in the urban county’s CDBG and ESG programs; (2) may receive a formula allocation under the HOME Program only through the urban county (thus, even if the urban county does not receive a HOME formula allocation, Cities cannot form a HOME consortium with other local governments, but no party shall be precluded from applying to the State for HOME funds, if the state allows); and (3) may receive a formula allocation under the ESG Program only through the urban county, but this does not preclude any party from applying to the State for ESG funds, if the State law allows. Accordingly, the Cities agree that, as to all projects and activities performed or conducted in the Cities under any CDBG, ESG, or HOME program grant agreement received by the County which includes the Cities, the County shall have the ultimate supervisory and administrative control.

7. The Cities shall cooperate fully with the County in all CDBG, ESG and HOME program efforts planned and performed hereunder. The Cities agree to allow the County to undertake or assist in undertaking, essential community development and housing assistance activities within the Cities as may be approved and authorized in the County's CDBG, ESG, and HOME grant agreements, including the Comprehensive Housing Affordability Strategy ("CHAS"). The Cities and the County also agree to cooperate to undertake, or assist in the undertaking, community renewal and lower income housing assistance activities.

8. The Cities understand that it will be necessary for the Cities to enter into separate project agreements or sub-grants in writing with the County with respect to the actual conduct of the projects and activities approved for performance in the Cities and that the funds designated in the County's Plan for those projects and activities will also be funded to the City under those separate project agreements or subgrants. Subject to the provisions of Paragraph 6 above, the Cities will administer and control the performance of the projects and activities specified in those separate project agreements, will be responsible for the expenditure of the funds allocated for each such project or activity, and will conduct and perform the projects and activities in compliance with the Regulations and all other applicable federal laws and requirements relating to the CDBG, ESG, and HOME programs. The Cities also understand and agree that, pursuant to 24 CFR 570.501 (b), they are subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503. Prior to disbursing any CDBG, ESG, or HOME program funds to any subrecipients, the Cities shall enter into written agreements with such subrecipients in compliance with 24 CFR 570.503 (CDBG) 24 CFR 576.500 (ESG), and 24 CFR 92.504 (HOME) of the Regulations.

9. All CDBG, ESG, and HOME program funds that are approved by HUD for expenditure under the County's grant agreements for the three Program years covered by this Agreement and its extensions, including those that are identified for projects and activities in the Cities, will be budgeted and allocated to the specific projects and activities described and listed in the County's Final Statement submitted annually to HUD and those allocated funds shall be used and expended only for the projects or activities to which the funds are identified. No project or activity, or the amount of funding allocated for such project or activity, may be changed, modified, substituted or deleted by a City without the prior written approval of the County and the approval of HUD when that approval is required by the Regulations.

10. Each City agrees to do all things that are appropriate and required of it to comply with the applicable provisions of the grant agreements received by the County from HUD, the provisions of the Acts, and all Rules and Regulations, guidelines, circulars and other requisites promulgated by the various federal departments, agencies, administrations and commissions relating to the CDBG, ESG, and HOME programs. The Cities and the County agree that failure by them to adopt an amendment to the agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three-year qualification notice and to submit such amendment to HUD as provided in the urban county qualification notice, will void the automatic renewal of such qualification period.

In addition the Cities and the County shall take all actions necessary to assure compliance with the urban county's certification under section 104(b) of Title I of the Housing and Community Development act of 1974 as amended. The Parties further agree that all grants awarded under this Agreement will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 and the Fair Housing Act and will affirmatively further fair housing. See 24 CFR 91.225(a) and 5.105(a).

Further, the Parties hereby agree to comply with section 109 of Title I of the Housing and Community Development act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 of Title II of the Americans with Disabilities Act, the Age Discrimination Act of 1975, and Section 3 of the Housing and Urban Development Act of 1968 as well as all other applicable laws. The Parties shall not fund activities in, or in support of, any City that does not affirmatively further fair housing within its own jurisdiction or that impedes the county's actions to comply with the County's fair housing certification.

11. Each City affirms that it has adopted and is enforcing:

(a) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations; and

(b) a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

12. During the period of performance of this Agreement as provided in Paragraph 3, each City shall:

(a) Report and pay to the County any program income, as defined in 24 CFR 570.500(a) for the CDBG Program, 24 CFR 92.2 for the HOME Program, and 24 CFR Part 576.2 for the ESG Program received by the City, or retain and use that program income subject to and in accordance with the applicable program requirements and the provisions of the separate CDBG, ESG, and HOME project agreements that will be entered into between the City and the County for the actual conduct of the CDBG, ESG and HOME Programs;

(b) Keep appropriate records regarding the receipt of, use of, or disposition of all program income and make reports thereon to the County as will be required under the separate CDBG, ESG, and HOME project agreements between the City and the County; and

(c) Pay over to the County any program income that may be on hand in the event of close-out or change in status of the City or that may be received subsequent to the close-out or change in status as will be provided for in the separate CDBG, ESG, or HOME project agreements mentioned above.

13. This Agreement shall be and remain in force and effect for the period of performance specified in Paragraph 3. When the County has been qualified by HUD as an urban county for a particular three-year qualification period, neither the County nor any City may terminate this agreement or withdraw therefor during that three-year qualification period of performance;

provided, however, if the County fails to qualify as an urban county or does not receive CDBG Funding in any year of the three program years for which it has qualified, or if any federal legislation should change the qualification or entitlement status of the County or any City, the County may terminate this Agreement in whole.

14. If the County qualifies as an urban county and the City is included, the parties agree not to veto or otherwise obstruct the implementation of the approved Plan during the period covered by the Agreement.

15. No party to this Agreement may sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

16. The following provisions are also integral parts of this Agreement:

(a) *Binding Agreement.* This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective Parties hereto.

(b) *Captions.* The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

(c) *Counterparts.* This agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original. A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party pursuant to Section 11-13-209 of the Interlocal Act.

(d) *Severability.* The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement.

(e) *Waiver of Breach.* Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement.

(f) *Cumulative Remedies.* The rights and remedies of the Parties shall be construed cumulatively, and none of such rights and remedies shall be exclusive of or in lieu or limitation of, any other right, remedy or priority allowed by law.

(g) *Amendment.* This Agreement may not be modified except by an instrument in writing signed by the Parties hereto.

(h) *Time of Essence.* Time is of the essence in this Agreement.

(i) *Interpretation.* This Agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Utah and ordinances of Salt Lake County.

(j) *Notice.* Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within three (3) days after such notice is deposited in the United States mail, postage prepaid and certified and addressed to the Parties at their respective addresses.

(k) *No Interlocal Entity.* The Parties agree that they do not by this Agreement create an interlocal entity.

(l) *Joint board.* As required by Utah Code Ann. Sec. 11-13-207, the Parties agree that any cooperative undertaking under this Agreement shall be administered by a joint board consisting of the County's designee and the Cities' designee.

(m) *Financing Joining Cooperative Undertaking and Establishing Budget.* If there is to be financing of cooperative undertaking a budget shall be established or maintained as stated herein.

(n) *Manner of Acquiring, Holding or Disposing of Property.* In satisfaction of Section 11-13-207 (2) of the Interlocal Act, the Parties agree that the acquisition, holding and disposition of real and personal property acquired pursuant to this Agreement shall be governed by the provisions of applicable law.

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

(p) *Attorney Approval.* This Agreement shall be submitted to the authorized attorneys for the County and the Cities for approval in accordance with Utah code Ann. Sec. 11-13-202.5.

(q) *Governmental Immunity.* All Parties are governmental entities under the Governmental Immunity Act, Utah Code Ann. Sec. 63G-7-101, et seq., therefore, consistent with the terms of the Act, the Parties agree that each Party is responsible and liable for any wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. The Parties do not waive any defenses or limits of liability otherwise available under the Governmental Immunity Act and all other applicable law, and the Parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

(r) *Assignment.* The Cities agree they shall not subcontract, assign, or transfer any rights or duties under this agreement to any other party or agency without the prior written consent of the County.

(s) *Ethical Standards.* The Parties hereto represent that they have not: (a) provided an illegal gift or payoff to any officer or employee, or former officer or employee, or to any relative or business entity of any officer or employee, or relative or business entity of a former officer or employee of the other Party hereto; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or Salt Lake County's Ethics, Gifts and Honoraria ordinance (Chapter 2.07, Salt Lake County Code of Ordinances); or (d) knowingly influenced, and hereby promise that they will not knowingly influence, any officer or employee or former officer or employee to breach any of the ethical standards set forth in State statute, Salt Lake County ordinances.

(t) *Supersedes & Terminates Prior Related Interlocal Agreements.* Effective upon all CDBG, ESG, and HOME funds and income received in the three-year period ending June 30, 2021 are expended and the funded activities completed, this Agreement shall supersede and terminate the following interlocal agreements between the County and other Parties to this Agreement which pertain to similar subject matter as this Agreement: Salt Lake County Contract No. BV9303C, Salt Lake County Contract No. BV03192C, and Salt Lake County Contract No. BV043108.

[Signature pages to follow]

SIGNATURE PAGE FOR SALT LAKE COUNTY
TO THE
INTERLOCAL COOPERATION AGREEMENT
Relating to the conduct of
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM,
HOME INVESTMENT PARTNERSHIP PROGRAM, &
EMERGENCY SOLUTIONS GRANT PROGRAM
For
FEDERAL FISCAL YEARS 2021 THROUGH 2023
And successive three-year periods thereafter

SALT LAKE COUNTY

By: _____
Mayor or Designee

Approved as to Form and
As Compatible with State Law
Salt Lake County District Attorney

By: Megan Smith
Megan L. Smith,
Deputy District Attorney

Date: August 31, 2020

SIGNATURE PAGE FOR TOWN OF ALTA
TO THE
INTERLOCAL COOPERATION AGREEMENT
Relating to the conduct of
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TOWN OF ALTA

By: _____
Mayor or Designee

Approved as to Form and
As Compatible with State Law

By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR TOWN OF BRIGHTON
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TOWN OF BRIGHTON

By: _____
Mayor or Designee

Approved as to Form and
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By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR BLUFFDALE CITY
TO THE
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BLUFFDALE CITY

By: _____
Mayor or Designee

Approved as to Form and
As Compatible with State Law

By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR COPPERTON METRO TOWNSHIP
TO THE
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COPPERTON METRO TOWNSHIP

By: _____
Mayor or Designee

Approved as to Form and
As Compatible with State Law

By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR COTTONWOOD HEIGHTS CITY
TO THE
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COTTONWOOD HEIGHTS CITY

By: _____
Mayor or Designee

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By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR DRAPER CITY
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DRAPER CITY

By: _____
Mayor or Designee

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By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR EMIGRATION CANYON METRO TOWNSHIP
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EMIGRATION CANYON METRO
TOWNSHIP

By: _____
Mayor or Designee

Approved as to Form and
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By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR HERRIMAN CITY
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HERRIMAN CITY

By: _____
Mayor or Designee

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By: _____

Name: _____

Title: _____

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HOLLADAY CITY

By: _____
Mayor or Designee

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Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR KEARNS METRO TOWNSHIP
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KEARNS METRO TOWNSHIP

By: _____
Mayor or Designee

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By: _____

Name: _____

Title: _____

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SIGNATURE PAGE FOR MAGNA METRO TOWNSHIP
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MAGNA METRO TOWNSHIP

By: _____
Mayor or Designee

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Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR MIDVALE CITY CORP.
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MIDVALE CITY CORP.

By: _____
Mayor or Designee

Approved as to Form and
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By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR CITY OF MILLCREEK
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CITY OF MILLCREEK

By: _____
Mayor or Designee

Approved as to Form and
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By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR MURRAY CITY
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MURRAY CITY

By: _____
Mayor or Designee

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By: _____

Name: _____

Title: _____

Date: _____

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RIVERTON CITY

By: _____
Mayor or Designee

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Name: _____

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SIGNATURE PAGE FOR CITY OF SOUTH SALT LAKE
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CITY OF SOUTH SALT LAKE

By: _____
Mayor or Designee

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By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR WHITE CITY METRO TOWNSHIP
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WHITE CITY METRO TOWNSHIP

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Mayor or Designee

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Name: _____

Title: _____

Date: _____