



CITY COUNCIL AGENDA

Wednesday, June 25, 2025

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: (Fort Herriman Conference Room)

1. Council Business

- 1.1. Review of this Evening's Agenda
- 1.2. Future Agenda Items
- 1.3. Council discussion of future citizen recognitions

2. Administrative Reports

- 2.1. Community Development Block Grant Program – Wendy Thomas, Assistant City Manager
- 2.2. Discussion Regarding the Permitting of Detached Accessory Dwelling Units – Blake Thomas, Community Development Director

3. Adjournment

7:00 PM – GENERAL MEETING:

4. Call to Order

4.1. Invocation/Thought/Reading and Pledge of Allegiance

4.2. City Council Comments and Recognitions

5. Public Comment

Audience members may bring any item within the City's purview 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 Council may submit a comment by emailing recorder@herriman.org or by visiting Herriman.org/agendas-and-minutes, where there is a link to fill out an online public comment form. Your statement will be incorporated into the public record.

6. City Council Reports

6.1. Councilmember Jared Henderson

6.2. Councilmember Teddy Hodges

6.3. Councilmember Sherrie Ohrn

6.4. Councilmember Terrah Anderson

7. Mayor Report

8. Reports, Presentations and Appointments

8.1. 2025 Parade Grand Marshal Recognition

8.2. Fiscal year 2025 Office of the State Auditor's Fraud Risk Assessment – Kyle Maurer, Director of Finance and Administrative Services

9. Public Hearing

9.1. Public hearing and consideration of a Resolution amending the budgets of the City of Herriman for fiscal year 2025 – Kyle Maurer, Director of Finance and Administrative Services

9.2. Public hearing and consideration of a Resolution amending the budgets of the City of Herriman for fiscal year 2026 – Kyle Maurer, Director of Finance and Administrative Services

9.3. Public hearing and consideration of a Resolution for proposed compensation increases for specific City officers – Kyle Maurer, Director of Finance and Administrative Services

10. Consent Agenda

10.1. Consideration to Approve Construction Contract for the Herriman Main Street Turf Conversion

10.2. Consideration to Approve a Construction Contract for the City Hall Landscape Planter Retrofit

10.3. Consideration to Approve a Construction Contractor for the Autumn Dusk and Butterfield Detention Pond Retrofit Projects

10.4. Approval of the April 23, 2025 City Council meeting minutes

11. Discussion and Action Items

11.1. Consideration of the Approval of a Property Use Agreement with the Utah Soccer Federation, Inc. to construct Athletic Fields and other Amenities on City-owned Property – Wendy Thomas, Assistant City Manager

11.2. Discussion and Consideration of a Public Utility Easement (PUE) Access and Infrastructure Agreement with All West Utah Inc. – Blake Thomas, Community Development Director

11.3. Discussion and consideration of a Resolution amending the fiscal year 2026 Job Classification Plan and Salary Schedule – Kyle Maurer, Director of Finance and Administrative Services

11.4. Discussion and consideration of a resolution to withdraw from Wasatch Front Waste & Recycling District – Trevor Ram, Management Analyst/Nathan

Cherpeski, City Manager

11.5. Discussion and consideration of a resolution to approve an amendment to the second amended and restated Interlocal Agreement creating Trans-Jordan Cities – Trevor Ram, Management Analyst/Nathan Cherpeski, City Manager

11.6. Review and consider a resolution to approve an agreement for participation in the development of and operation of a municipal solid waste facility of Trans-Jordan Cities – Trevor Ram, Management Analyst/Nathan Cherpeski, City Manager

12. Future Meetings

12.1. Next Planning Meeting: July 2, 2025

12.2. Next City Council Meeting: July 9, 2025

13. Events

13.1. Hungry Herriman Food Truck Roundup: Monday Evenings @ Crane Park 5:00 p.m.

13.2. Independence Day: July 4, 2025 – Herriman City Offices Closed

14. Closed Session

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

15. Adjournment

16. 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.gov, Posted and dated this . /s/ Jackie Nostrom, City Recorder



STAFF REPORT

DATE: May 13, 2025

TO: The Honorable Mayor and City Council

FROM: Wendy Thomas

SUBJECT: Community Development Block Grant Program – Wendy Thomas, Assistant City Manager

RECOMMENDATION:

Staff recommend that the Community Development Block Grant program be administered by Herriman City at the completion of the Interlocal Agreement.

ISSUE BEFORE COUNCIL:

Does the City Council want to remain a member of the Urban County Community Development Block Grant program or directly receive funds from the U.S. Department of Housing and Urban Development (HUD) to facilitate and administer our own CDBG program?

ALIGNMENT WITH STRATEGIC PLAN:

CE-3 Diversity and accessibility
CE-4 Sense of community

BACKGROUND/SUMMARY:

The Community Development Block Grant (CDBG) Entitlement Program provides annual grants on a formula basis to entitled cities and counties. HUD awards grants to entitlement community grantees to carry out a wide range of community development activities directed toward revitalizing neighborhoods, economic development and providing improved community facilities and services. Herriman City became an eligible grantee when we exceeded a population of 50,000 in 2020.

The City entered into an Interlocal Cooperation Agreement with Salt Lake County in 2023 to be a member of what they refer to as the Urban County for the administration of CDBG funds, HOME funds and the Emergency Solutions Grant. Other cities and towns included in the Interlocal include Alta, Brighton, Bluffdale, Cottonwood Heights, Draper, Emigration Canyon Metro, Midvale, Millcreek, Murray, Riverton, South Salt Lake and White City. The Interlocal Cooperation Agreement is effective for the federal fiscal years 24 – 26 and terminates June 20, 2027, which is why it is coming to you now. We will need several months for preparation if the City Council decides that it is in the city's best interest to bring the administration in house for this program.

DISCUSSION:

This is the 2025 HUD Allocation for the Community Development Block Grant:

State of Utah	UT	Non-entitlement	\$5,561,418
Clearfield	UT	Principal City	\$206,865
Davis County	UT	Consortia	\$0
Davis County	UT	Urban County	\$936,639
Eagle Mountain	UT	Metro City	\$239,813
Herriman	UT	Metro City	\$0
Layton	UT	Metro City	\$392,160
Lehi	UT	Metro City	\$332,739
Logan	UT	Principal City	\$558,464
Ogden	UT	Principal City	\$1,022,138
Orem	UT	Principal City	\$569,542
Provo	UT	Principal City	\$1,210,634
Salt Lake	UT	Principal City	\$3,250,831
Salt Lake County	UT	Urban County	\$2,393,613
Sandy	UT	Metro City	\$355,402
South Jordan	UT	Metro City	\$253,648
St George	UT	Principal City	\$625,751
Taylorsville	UT	Metro City	\$352,902
Utah County	UT	Urban County	\$1,425,085
West Jordan	UT	Metro City	\$491,304
West Valley	UT	Metro City	\$1,047,855

Herriman City, while entitled, is part of the Salt Lake County Urban County. In 2023 our estimated allocation was \$196,200, with SLCO reserving 35% or \$68,670 for administrative costs. Herriman City has been allocated approximately \$127,350 per year for projects, which has been budgeted for the Herriman Community Center. Staff anticipate using future funds toward the Community Center remodel until the project is complete. After that time, staff will propose other projects to the City Council that fit into the eligible program activities.

ALTERNATIVES:

Alternative	Benefit	Challenge
Herriman City administer the CDBG Program (recommended)	Ability to receive entire entitlement	Resource burden
Remain with the Urban County	Less burden on city staff	Less entitlement funding

FISCAL IMPACT:

5355 W. Herriman Main St. • Herriman, Utah 84096
(801) 446-5323 office • (801) 446-5324 fax • herriman.org

Administration cost comes back to the city and the city can determine how it is budgeted within program guidelines.



STAFF REPORT

DATE: June 19, 2025

TO: The Honorable Mayor and City Council

FROM: Blake Thomas, Community Development Director

SUBJECT: Discussion regarding the permitting of detached accessory dwelling units (ADU's)

RECOMMENDATION:

Staff recommends that the city council review the outline of detached accessory dwelling unit (ADU) considerations and provide direction to the staff on whether or not to include detached ADU's as a permitted and/or conditional use in the Herriman City Code.

ISSUE BEFORE COUNCIL:

Should the city council consider allowing detached ADU's in Herriman?

ALIGNMENT WITH STRATEGIC PLAN:

This item is in alignment with the following goals of the strategic plan:

- QL 2: Balanced Land Use
- CE 4: Sense of Community

BACKGROUND/SUMMARY:

Detached ADU's are a secondary residential unit on a single-family residential lot. ADU's can be internal (attached to the main house or converted from existing space within the main house) or external (a separate living unit detached from the main structure). ADU's function as an independent living facility by including cooking and bathroom facilities. City's are required to allow internal ADU's per Utah State Code, however, external ADU's are not currently allowed in Herriman.

ADU's could be part of the solution to address challenges of rapid population growth and the resulting housing shortage, particularly in affordable options. ADUs offer a way to increase

housing supply without major neighborhood changes, while also providing flexible living solutions for homeowners.

DISCUSSION:

Staff has created a list of items that the city council should consider as they decide on whether or not to allow external ADU's. Some of the key areas of consideration, if the city council determines that external ADU's should be allowed include:

- Where (which zones/lot sizes) should external ADU's be allowed?
- How many ADU's could be allowed on a lot (external & internal)?
- Should property owner be required to live on-site?
- How to address concerns with impacts to parking, traffic, utilities, etc?
- Should there be zoning requirements (architecture, setbacks, maximum footprint, etc.)?

There are many items to consider so that impacts to neighbors the city, in general, are managed.

Staff will use the input from the city council as a basis to draft new city code for external ADU's, if the city council desires to allow ADU's in Herriman. The new Code would be presented to the planning commission, who would then provide a recommendation to the city council for either approval or denial. The city council would then be able to approve, modify, or deny the new code.

ALTERNATIVES:

There are no alternatives provided with this staff report. Staff is looking for direction from the city council on whether or not to proceed with creating new City Code that would allow for external ADU's.

FISCAL IMPACT:

None identified.

ATTACHMENTS:

1. List of Items of Consideration
2. HCC 10-34: Accessory Buildings and Structures

External Accessory Dwelling Units (EADU's)

List of Items to Consider

- Where should EADU's be allowed?
 - Should EADU's be allowed based on the lot size or by zone?
 - Many lots are in PUDs with non-representative zones, so lot size may make the most sense.
 - Should EADU's be limited to only single-family residential zones?
 - Is there interest in allowing EADU's in other areas
 - Multi-family zones
 - Commercial/Manufacturing zones
- There is a close relationship with the accessory structures Chapter 10-34.
 - New EADU code may necessitate modifications to sections of the accessory structure code.
- Should the EADU be required to be on the same lot as the primary structure?
 - If yes, then there is no subdividing or selling apart from primary structure or lot.
 - The EADU should not be on its own lot because it should not be counted as a unit of density.
- Staff recommends that the primary structure must be constructed and issued a C of O before ADU.
- Method of creation
 - Convert existing accessory structure
 - Should we require additional exterior architectural features for existing structure conversions?
 - If we propose limits on the size of EADU, how will that limitation be imposed on existing structures?
 - Build New
 - In the case where they are utilizing the structure for both an EADU and a garage/ storage – does the City Council desire to regulate the size of the total building footprint?
 - This could be written to help ensure the EADU is smaller than the primary structure.
 - Are there any concerns with windows or 2nd story decks that face adjacent properties (privacy concerns)?
- Only allow one per lot
 - Is there an appetite to allow for both an IADU and an EADU as concurrent uses on a single lot?
- Should there be a requirement that the owner occupy either the primary structure or accessory dwelling unit?
 - If so, should a temporary leave of occupancy be allowed under certain circumstances?
- Should we limit the number of people allowed to live in an EADU or on the overall lot?
- Should we allow a home occupation out of an EADU? What if the primary structure also has a home occupation?
 - Herriman currently allows two Home Occupations on a single lot if one of the uses does not receive customers and/or has employees – essentially limiting the second use to a “home office”
- How should the new EADU be Addressed?
 - Recommendation is that the EADU gets same address but labeled with an “A” or “B”

- How do we minimize risk of not having enough parking?
 - Should we require additional parking?
 - If so, should it be based on 1 stall per a certain square footage of livable area?
 - The parking stall dimension requirement is 9' X 18' per current city code.
- Which zoning requirements help the City Council achieve their goals?
 - Height limitations
 - Coverage limitations (max/min allowable size)
 - The maximum size of accessory structures is regulated by either a percentage of the rear yard size or percentage of the footprint of the primary home (see chart in HCC 10-34-5.
 - The Planning Commission supports a minimum EADU size of 350 square feet.
 - Setbacks
 - What are appropriate setbacks for the side and rear yards?
 - Recommendation is to not allow EADU's in the front yard.
 - How do we administer the code for corner lots?
 - Any special allowances for setbacks where a lot is adjacent to open space?
 - Should we provide an exception to reduce the setback if the structure backs open space or a park.
 - Should there be a requirement for additional architectural standards for structures adjacent to open space, parks, or ROWs.
- Architectural requirements
 - Is there a desire for certain sides of the EADU to be finished with similar materials and colors as the primary structure?
- Utility Connections
 - How should EADU's be connected to utilities (water, sewer, etc.)?

CHAPTER 10-34 ACCESSORY BUILDINGS AND STRUCTURES

10-34-1 Purpose

10-34-2 General Requirements

10-34-3 Location Of Accessory Buildings And Structures

10-34-4 Architectural Standards

10-34-5 Standards Unique To Building And Structures In Agricultural Zones

10-34-6 Special Exceptions

10-34-1 Purpose

The purpose of this chapter is to establish uniform regulations for accessory buildings and structures within the city. These requirements are intended to ensure that accessory buildings and structures are compatible with the character of the neighborhood and do not unduly disturb or impact adjacent property owners while at the same time allowing residents flexibility to make use of their property to accommodate city residents' personal hobbies and outdoor and recreational pursuits.

(Code 2023, § 10-34-1; Ord. No. 2022-03, 2-23-2022)

HISTORY

Adopted by Ord. [2025-13](#) on 5/14/2025

10-34-2 General Requirements

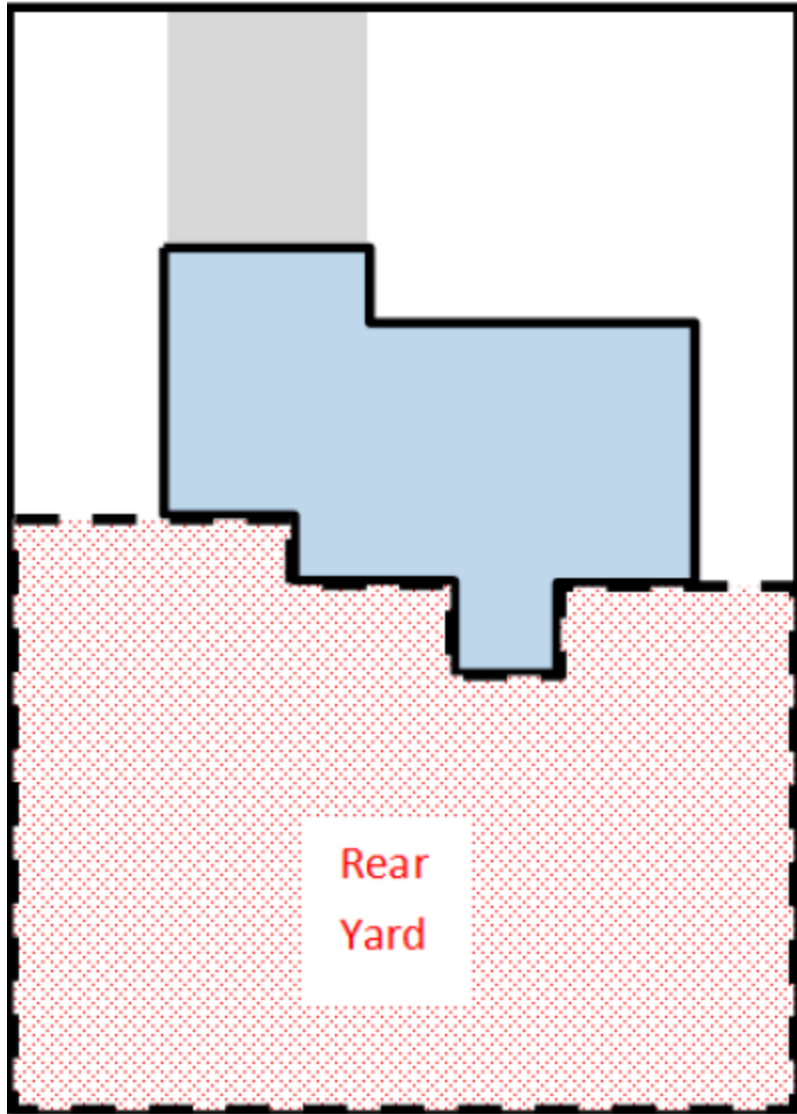
In addition to the use limitations and other regulations for the zoning district in which the accessory building or structure is proposed to be located, no accessory building or structure shall be allowed unless it complies with the following general standards:

- A. All accessory buildings or structures are permitted in all zones, provided they are incidental and subordinate to the principal use and/or structure on the property, and compliant with the provisions of this chapter and the zone wherein they are located.
- B. An accessory building or structure shall be under the same ownership or control as the principal structure and/or use on the property.
- C. Except for agricultural zones, no accessory building or structure shall be established or constructed before the main dwelling or structure is under construction. Said accessory structure shall not be used prior to the issuance of a certificate of occupancy for the main dwelling or structure.
- D. No accessory building or structure shall include a residential dwelling unit nor may an accessory building or structure be rented, sold, or otherwise used as a separate living space, except as may be provided elsewhere in this title.
- E. Accessory building and structures shall not be used for a home occupation except as provided in HCC 10-22-6.
- F. All accessory buildings and structures shall comply with any and all applicable standards and requirements of the International Building Code and International Fire Code.
- G. Recreational play structures less than 16 feet in height are exempt from all general restrictions of this chapter, except they shall comply with required setbacks as other accessory structures.
- H. Open-roofed structures (pergola, trellis, arbors etc.), when lacking a solid roof and open on all sides, shall still be set back a minimum of three feet from side and rear property lines. Open on all sides means that no solid wall is included in the structure. Lattice work that is 50 percent transparent is not considered solid, nor are walls constructed to support plant material.

I. Yard measurement to determine the maximum size for an accessory building/structure.

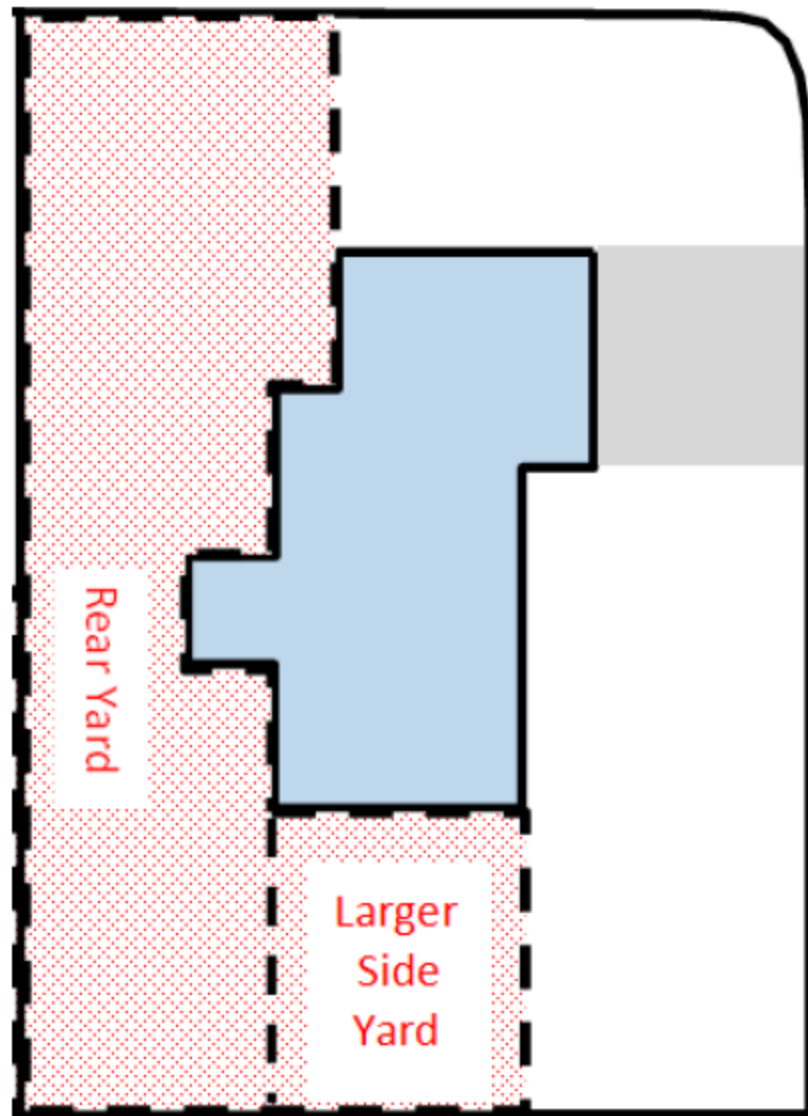
1. *Rear yard measurement.*

- a. Rear yard measurement shall begin at a point on the property line parallel to the rear wall plane of the building at the most adjacent rear corner of the primary building, and follow the rear roofline of the building, excluding any feature attached to the primary building such as covered patios, bump outs, or other projections connected to the primary structure.
- b. Extends the full width of the lot.



2. *Side yard measurement.*

- a. Only applicable under a special exception for corner lots.
- b. Side yard measurement shall begin at the most rear corner of the primary building closest to the side property line, then along the side of the building following the wall of the building to the front yard setback line for the property in the given zone, and then parallel to the front plane of the building to the side property line, then following the side property line to the rear yard.



(Code 2023, § 10-34-2; Ord. No. 2022-03, 2-23-2022)

HISTORY

Adopted by Ord. [2025-13](#) on 5/14/2025

10-34-3 Location Of Accessory Buildings And Structures

- A. For setback purposes, measurements shall be from the foundation of the accessory structure to the property line, or to foundation of the main dwelling or other building. Roof eaves and roof overhangs of one foot or less are not included in the required setback.
- B. Unless placed on the ground on movable skids, accessory buildings and structures less than 200 square feet may not encroach onto any public utility or other easement. However, as the sole responsibility of the property owner, construction may occur within said easement if permission is granted from the utility companies and any other entity holding rights to public utility or other easements on the property.
- C. *Dripline*. In no case shall the roof of any building extend over or toward an adjacent property in a manner that will direct water from said roof onto an adjacent property regardless of permitted setbacks.

(Code 2023, § 10-34-3; Ord. No. 2022-03, 2-23-2022)

10-34-4 Architectural Standards

- A. Except for accessory buildings and structures in agricultural zones that are used for agricultural purposes, for any accessory structure 200 square feet or larger in size, all façades facing the street shall either match the main finish materials of the principal structure including colors, and rooflines, or be finished with one or more of the following materials:
1. Stucco, cementitious fiber board siding, brick, cedar shake shingles, or stone or synthetic/cultured stone.
 2. Non-street facing sides of the accessory building shall be finished with either the same materials as listed in subsection (A)(1) of this section, or prefinished and painted metal siding.
 3. Roofing shall be made of materials designed for such application and shall match the material and/or color of the main structure on the property, including composition asphalt/fiberglass shingles, wood shakes, slate, tile, or similar appearing materials, standing seam metal roof systems and metal shingles. Galvanized metal surfaces, reflective surfaces, or reuse of materials that are not originally designed as an exterior wall or roof finish material are not permitted.
- B. Prohibited exterior materials for all accessory buildings and structures: exposed plywood or particle board, or similar unfinished materials, and non-rigid materials (i.e., canvas, coated canvas, and similar).
- C. Accessory structure openings, such as a minimum of one windows, or doors, or skylight, or other architectural opening feature shall be required on all elevations visible from the street.
- D. Accessory buildings and structures shall be maintained in such a manner as to not detract from the existing neighborhood. Setback areas between accessory structures and property lines shall be maintained in a weed- and debris-free condition.

(Code 2023, § 10-34-4; Ord. No. 2022-03, 2-23-2022)

10-34-5 Standards Unique To Building And Structures In Agricultural Zones

- A. Accessory buildings and structures used for agricultural purposes must be designed such that the primary function of the structure is the keeping of farm animals, and the storage of feed, farm equipment, etc. for the lot on which the building or structure is constructed. Floor plans must be provided to show that more than sixty (60%) percent of the building will be for agricultural purposes related to the property on which the structure is located.
- B. Agricultural structures with animals shall not be located within forty (40) feet of any residential dwelling. Chicken coops shall not be placed closer than 15' to the home on which the coop is located and no closer than 25' from a home on an adjacent lot.
- C. Agricultural structures may utilize such exterior building materials that are appropriate to the use.
1. Accessory structures which qualify as agricultural structures, as per 10-34-5(A), are not subject to architectural regulations in this chapter, however, all roofing shall be non-reflective.

2. Greenhouses are not required to match the building materials of the primary structure.

CHART 10-34 ACCESSORY BUILDING AND STRUCTURE DEVELOPMENT STANDARDS

Accessory Building and Structure Requirements			
	ACCESSORY BUILDING SIZE		
	SMALL	MEDIUM	LARGE 401 SF +
	<=200 SF	201 - 400 SF	
SETBACKS:			
Distance From Primary Structure	0 feet	Five feet	
In Rear Yard - From Side and Rear Property Line (Interior, NOT adjacent to street)	1-foot minimum	3 feet minimum if height is <= 16 feet. See Height table below for buildings taller than 16'.	
Side Yard Adjacent to Street	1-foot Minimum if height <= 8 feet If height > 8 feet match primary building setback	Match required primary building setback	
From Any Building > 200 SF on Adjacent Lot	2 feet if height < 8 feet; 4 feet if height > 8 feet	6 feet	
From Accessory Building on Same Lot	0 feet	6 feet	
Front Yard	5 feet Behind Front Yard Setback for Primary Structure, and 5 feet Behind Front of Primary Structure		
Inside Yard - Between Front and Rear Yards	Same as Required for Primary Structure; When structure is in rear yard, see above, 'In Rear Yard'		
HEIGHT:			
0 - 10,000 SF Lot	16 feet		
10,001 - 21,780 SF Lot	16 feet	25 feet or Height of Primary Structure, Whichever is Less. For every foot above 16 feet additional foot in interior side and rear yard setback required	25 feet or Height of Primary Structure, Whichever is Less. For every foot above 16 feet additional foot in interior side and rear yard setback required.
21,781 + SF Lot	16 feet		30 feet; For every foot above 20 feet additional foot in interior side and rear yard setback required.
SIZE: (MAX TOTAL LOT COVERAGE FOR ALL STRUCTURES)			

0 - 6,000 SF Lot	15% of rear yard or 75% of footprint of home, whichever is less
6,001 - 11,000 SF Lot	25% of rear yard or 75% of footprint of home, whichever is less
11,001 - 21,780 SF Lot	25% of rear yard or 80% of footprint of home, whichever is less
21,781 - 43,560 SF Lot	40% of rear yard or 125% of footprint of home, whichever is less
> 43,560 SF Lot	40% of side and rear yards

(Code 2023, § 10-34-5; Ord. No. 2022-03, 2-23-2022)

HISTORY

Adopted by Ord. [2025-13](#) on 5/14/2025

10-34-6 Special Exceptions

A. In order to allow flexibility for specific unique circumstances addressed in subsection (B) of this section, an application for a special exception to specific requirements of this chapter may be approved. In determining the appropriateness and potential impacts of a special exception, additional mitigating requirements, conditions, and limitations may be imposed to prevent or minimize adverse effects on adjoining properties. These mitigating conditions may include, but are not limited to, the use, construction, operation, appearance, location, screening, and landscaping, as may be required as part of a special exception.

B. *When allowed.*

1. Application for a special exception to the provisions required for accessory structures as established by this chapter shall only be allowed under the following circumstances:
 - a. The applicant's lot has unique characteristics which may include:
 - (1) Irregular lot shape (see HCC 10-3-5).
 - (2) Topography which creates a unique situation.
 - (3) Flexibility in determining side/rear/front yards.
 - (4) Lot adjacency to other commercial/industrial/open space land uses on at least two sides of the property.
2. When the use of the building is strictly for agricultural purposes and the applicant can demonstrate the following:
 - a. Absolute need for higher or larger building to accommodate equipment used specific to the property for agriculture.
3. Additional height of an accessory structure which is not intended for agricultural use shall be allowed for architectural purposes only.
4. In cases of required parking, if a rear yard does not allow for a two-car garage that accommodates the requirement for single-family parking, a structure no larger than 520 square feet shall be allowed for said use.
5. Corner lots as follows:
 - a. If the rear yard is less than 25 feet.

- b. For corner lots less than or equal to 10,000 square feet:
 - (1) If the existing rear yard setback is more than 20 feet shallower than the nearest adjacent interior lot with the same orientation, a special exception can be considered.
 - c. When a special exception for a corner lot is permitted, the applicant may include the rear and larger side yard in the calculation to determine the maximum size for an accessory structure. No additional exemptions are permitted with this exception for architectural (except agricultural) setback requirements.
 - d. Special exceptions for corner lots shall be approved by the planning director. The planning director may request planning commission consideration when extenuating conditions exist.
- C. The planning commission shall approve a special exception to the specific requirements of this chapter, except as provided in this chapter, with conditions and limitations as may be appropriate. Adjoining property owners shall receive notice of said hearing for a special exception no less than ten days prior to the public hearing.
- D. The following shall be considered by the planning commission in determining the appropriateness of a special exception:
- 1. The special exception does not materially impact the goals and policies of the city's general plan.
 - 2. The special exception is not in conflict with adopted restrictive covenants governing the property.
 - 3. The proposed exception for the structure is in keeping with the development block pattern of the area.
 - 4. The special exception will not have an adverse effect upon public health, safety, or general welfare of the community.
 - 5. Additional height and size greater than the maximum allowed can be mitigated by:
 - a. Requiring additional setback from the property line or adjacent buildings.
 - b. Requiring all sides of the accessory structure to match the home or comply with HCC 10-34-4(A)(1).
 - c. Requiring additional landscaping buffers and plantings to screen the building from adjacent properties.
 - d. Impacts to adjoining properties can be mitigated by adjusting architectural elements, i.e., reducing or eliminating doors, windows, etc. that are visible from adjoining properties and streets.
 - 6. The accessory structure does not violate the sight visibility triangle on corner lots.
 - 7. Other development requirements could be required that will further mitigate and are directly associated with the impact of the special exception.
 - 8. In cases where an exception is requested due to an irregularly shaped lot, the commission shall consider the following:
 - a. Whether the irregularity of the lot shape restricts, or limits the placement of an accessory structure compared to a regular lot of similar size.

- b. It shall be the burden of the applicant to clearly demonstrate the hardship due to the shape of the lot.
- c. The requested exception cannot be considered to exceed the size, or height of any accessory structure except as provided in this chapter.
- d. Whether the impact of the exception will place an undue impact on adjacent properties which would not be typical if the lot was a regular shape.

(Code 2023, § 10-34-6; Ord. No. 2022-03, 2-23-2022)

HISTORY

Adopted by Ord. [2025-13](#) on 5/14/2025



STAFF REPORT

DATE: June 12, 2025

TO: The Honorable Mayor and City Council

FROM: Lorren Mitchell, Events Manager

SUBJECT: 2025 Parade Grand Marshal Recognition

RECOMMENDATION:

N/A

ISSUE BEFORE COUNCIL:

N/A

BACKGROUND/SUMMARY:

Born May 14, 1928, in Lehi, Utah, Veia Jean Brown Hamilton was the first child of Lowell Austin Brown and Thelda Edith Fagan. Nearly two years old before meeting her father—who returned from a mission in Australia—Veia Jean grew up in a loving, hardworking family rooted in faith and service.

From a young age, Veia Jean’s vibrant spirit and boundless energy were unmistakable. A cheerful “tomboy” with freckles and charm, she brought joy to everyone she met. She woke up each day with enthusiasm and a ready smile—a trait that remained constant throughout her life.

At just six years old, Veia Jean began working summers at the Lehi Cannery, where her father was the manager. Earning 35 cents a day, she rolled cans, packed her own lunch, and biked to work—later graduating to labeling duties. This early start was the beginning of a lifelong love of hard work.

She attended school in Lehi, where she was known for both her intelligence and sociability. Veia Jean was musically and theatrically gifted, participating in piano lessons, singing, and acting in school plays. Her talents led her to starring roles at the Greenbriar Theater for over two decades. She was also an outstanding athlete, excelling in tennis, basketball, and track, and winning first place in the broad jump competition.

Throughout her youth, Veia Jean worked in fruit orchards in American Fork and Pleasant Grove, in her family's grocery store, and at the Pleasant Grove Cannery. After high school, she became chief operator at the telephone company.

Resourceful and multi-talented, Veia Jean would go on to raise six children on a farmer's salary, using her creativity to sew clothing by sight from magazine pictures. She met Daro Hamilton—the love of her life—and they married on May 10, 1950, in the Salt Lake Temple. That same year, Daro was drafted for the Korean War. Veia Jean accompanied him to Fort Sill, Oklahoma, and supported him as he served in the 82nd Airborne. Their first two children were born in the Army hospital.

After Daro's service, they returned to Utah and settled on the family farm in Riverton. Together, they raised six children: Raquel, Sheri, Kevin, Annette, Lisa, and Francell. Their family would grow to include 23 grandchildren and many great- and great-great-grandchildren. Veia Jean often reflects that she has lived a beautiful life and helped create a wonderful legacy with Daro.

They also traveled extensively—both across the United States and abroad—sharing adventures and making memories around the world. Family vacations were a cherished tradition, often including children and their spouses. These trips became treasured times that strengthened their family bonds and created lasting joy across generations.

If you are lucky enough to know Veia Jean, you may have heard some of her beloved stories. One of her favorites is that she is the same age as Mickey Mouse, having been born the same year as *Steamboat Willie*. This special connection to Mickey has sparked a family-wide love for the iconic character, adding a touch of magic to her already enchanting life.

Deeply devoted to her faith and community, Veia Jean served in numerous church callings including Stake Drama Director, MIA Counselor, Relief Society President, and many roles in all auxiliaries. She also served in the American Legion Auxiliary, and as a counselor and vice chairman for the Utah Girl's State Organization, teaching youth about civic responsibility and government.

Her civic service extended to her community where she served on the Riverton City Council and was appointed to the Salt Lake County Planning and Zoning Commission.

Veia Jean and Daro served a full-time mission in Raleigh, North Carolina (1988–1990) for the Church of Jesus Christ of Latter-day Saints. They later served five years as stake missionaries and another mission at the LDS Employment Center in West Jordan.

In retirement, the Hamiltons made their home in Herriman, Utah, where they built a family-centered haven. Their home and yard were the heart of countless family gatherings, parties, and weddings—always filled with love, laughter, and purpose.

We were honored to have Veia Jean as our 2025 Fort Herriman Towne Days Parade grand marshal and loved getting to know more about her!

ALTERNATIVES:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

N/A



STAFF REPORT

DATE: June 13, 2025

TO: The Honorable Mayor and City Council

FROM: Kyle Maurer, Director of Finance and Administrative Services

SUBJECT: Fiscal year 2025 Office of the State Auditor's Fraud Risk Assessment

RECOMMENDATION:

N/A - This is for presentation only

ISSUE BEFORE COUNCIL:

N/A - This is for presentation only

ALIGNMENT WITH STRATEGIC PLAN:

N/A

BACKGROUND/SUMMARY:

The Office of the State Auditor requires a yearly presentation of the City's Fraud Risk Assessment to the governing body.

DISCUSSION:

The Office of the State Auditor created a Fraud Risk Assessment questionnaire to enable entities to determine their level of risk and identify areas for improvement. The City scored full points in all areas except for the following:

Are all employees and elected officials required to annually commit in writing to abide by a statement of ethical behavior?

Response/Planned Correction: The City is currently working on adding to and revising its current City-wide policies. This will be a policy added to the list for consideration.

Does the entity have a formal audit function? Response/planned correction: It is cost prohibitive for the City to have a formal internal audit function. However, the Finance Director believes it could be a valuable tool and promote transparency. The City is realizing savings with its new Audit Services contract, and the Finance Director plans to discuss possible solutions with the Audit Committee in the future. The implementation of Finance, Human Resources, Purchasing Card, and Payroll software has stretched existing Finance Department staff thin and there has been a lack of bandwidth for this project.

Does the entity have a licensed or certified (CPA, CGFM, CMA, CIA, CFE, CGAP, CPFO) expert as part of its management team?

Response/planned correction: The City's Senior Accountant (who had a CGFM certification) left employment with the City in March. The Finance Director had a CGFM certification, but it lapsed at a previous employer who did not have the funding for ongoing training. The City's current Senior Accountant is pursuing a CPA license. The Finance Director does not currently have bandwidth to study to re-take the CGFM exam.

The City's overall score is 335 (Low Risk)

ALTERNATIVES:

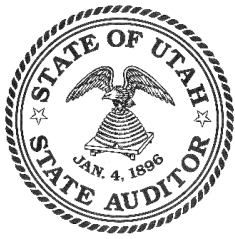
N/A - This is for presentation only

FISCAL IMPACT:

None

ATTACHMENTS:

Fiscal year 2025 fraud risk assessment



Fraud Risk Assessment

INSTRUCTIONS:

- Reference the *Fraud Risk Assessment Implementation Guide* to determine which of the following recommended measures have been implemented.
- Indicate successful implementation by marking “Yes” on each of the questions in the table. Partial points may not be earned on any individual question.
- Total the points of the questions marked “Yes” and enter the total on the “Total Points Earned” line.
- Based on the points earned, circle/highlight the risk level on the “Risk Level” line.
- Enter on the lines indicated the entity name, fiscal year for which the Fraud Risk Assessment was completed, and date the Fraud Risk Assessment was completed.
- Print CAO and CFO names on the lines indicated, then have the CAO and CFO provide required signatures on the lines indicated.

Fraud Risk Assessment

Continued

*Total Points Earned: 335/395 *Risk Level:

Very Low	Low	Moderate	High	Very High
> 355	316-355	276-315	200-275	< 200

	Yes	Pts
1. Does the entity have adequate basic separation of duties or mitigating controls as outlined in the attached Basic Separation of Duties Questionnaire?	200	200
2. Does the entity have governing body adopted written policies in the following areas:		
a. Conflict of interest?	5	5
b. Procurement?	5	5
c. Ethical behavior?	5	5
d. Reporting fraud and abuse?	5	5
e. Travel?	5	5
f. Credit/Purchasing cards (where applicable)?	5	5
g. Personal use of entity assets?	5	5
h. IT and computer security?	5	5
i. Cash receipting and deposits?	5	5
3. Does the entity have a licensed or certified (CPA, CGFM, CMA, CIA, CFE, CGAP, CPFO) expert as part of its management team?	0	20
a. Do any members of the management team have at least a bachelor's degree in accounting?	10	10
4. Are employees and elected officials required to annually commit in writing to abide by a statement of ethical behavior?	0	20
5. Have all governing body members completed entity specific (District Board Member Training for local/special service districts & interlocal entities, Introductory Training for Municipal Officials for cities & towns, etc.) online training (training.auditor.utah.gov) within four years of term appointment/election date?	20	20
6. Regardless of license or formal education, does at least one member of the management team receive at least 40 hours of formal training related to accounting, budgeting, or other financial areas each year?	20	20
7. Does the entity have or promote a fraud hotline?	20	20
8. Does the entity have a formal internal audit function?	0	20
9. Does the entity have a formal audit committee?	20	20

*Entity Name: City of Herriman

*Completed for Fiscal Year Ending: June 30, 2025 *Completion Date: June 13, 2025

*CAO Name: Nathan Cherpeski

*CFO Name: Kyle Maurer

*CAO Signature: 

*CFO Signature: 

*Required

Basic Separation of Duties

See the following page for instructions and definitions.

	Yes	No	MC*	N/A
1. Does the entity have a board chair, clerk, and treasurer who are three separate people?	X			
2. Are all the people who are able to receive cash or check payments different from all of the people who are able to make general ledger entries?	X			
3. Are all the people who are able to collect cash or check payments different from all the people who are able to adjust customer accounts? If no customer accounts, check "N/A".	X			
4. Are all the people who have access to blank checks different from those who are authorized signers?			X	
5. Does someone other than the clerk and treasurer reconcile all bank accounts OR are original bank statements reviewed by a person other than the clerk to detect unauthorized disbursements?	X			
6. Does someone other than the clerk review periodic reports of all general ledger accounts to identify unauthorized payments recorded in those accounts?	X			
7. Are original credit/purchase card statements received directly from the card company by someone other than the card holder? If no credit/purchase cards, check "N/A".	X			
8. Does someone other than the credit/purchase card holder ensure that all card purchases are supported with receipts or other supporting documentation? If no credit/purchase cards, check "N/A".	X			
9. Does someone who is not a subordinate of the credit/purchase card holder review all card purchases for appropriateness (including the chief administrative officer and board members if they have a card)? If no credit/purchase cards, check "N/A".			X	
10. Does the person who authorizes payment for goods or services, who is not the clerk, verify the receipt of goods or services?	X			
11. Does someone authorize payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	X			
12. Does someone review all payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	X			

* MC = Mitigating Control

Basic Separation of Duties

Continued

Instructions: Answer questions 1-12 on the Basic Separation of Duties Questionnaire using the definitions provided below.

☺ If all of the questions were answered “Yes” or “No” with mitigating controls (“MC”) in place, or “N/A,” the entity has achieved adequate basic separation of duties. Question 1 of the Fraud Risk Assessment Questionnaire will be answered “Yes.” 200 points will be awarded for question 1 of the Fraud Risk Assessment Questionnaire.

☹ If any of the questions were answered “No,” and mitigating controls are not in place, the entity has not achieved adequate basic separation of duties. Question 1 of the Fraud Risk Assessment Questionnaire will remain blank. 0 points will be awarded for question 1 of the Fraud Risk Assessment Questionnaire.

Definitions:

Board Chair is the elected or appointed chairperson of an entity’s governing body, e.g. Mayor, Commissioner, Councilmember or Trustee. The official title will vary depending on the entity type and form of government.

Clerk is the bookkeeper for the entity, e.g. Controller, Accountant, Auditor or Finance Director. Though the title for this position may vary, they validate payment requests, ensure compliance with policy and budgetary restrictions, prepare checks, and record all financial transactions.

Chief Administrative Officer (CAO) is the person who directs the day-to-day operations of the entity. The CAO of most cities and towns is the mayor, except where the city has a city manager. The CAO of most local and special districts is the board chair, except where the district has an appointed director. In school districts, the CAO is the superintendent. In counties, the CAO is the commission or council chair, except where there is an elected or appointed manager or executive.

General Ledger is a general term for accounting books. A general ledger contains all financial transactions of an organization and may include sub-ledgers that are more detailed. A general ledger may be electronic or paper based. Financial records such as invoices, purchase orders, or depreciation schedules are not part of the general ledger, but rather support the transaction in the general ledger.

Mitigating Controls are systems or procedures that effectively mitigate a risk in lieu of separation of duties.

Original Bank Statement means a document that has been received directly from the bank. Direct receipt of the document could mean having the statement 1) mailed to an address or PO Box separate from the entity’s place of business, 2) remain in an unopened envelope at the entity offices, or 3) electronically downloaded from the bank website by the intended recipient. The key risk is that a treasurer or clerk who is intending to conceal an unauthorized transaction may be able to physically or electronically alter the statement before the independent reviewer sees it.

Treasurer is the custodian of all cash accounts and is responsible for overseeing the receipt of all payments made to the entity. A treasurer is always an authorized signer of all entity checks and is responsible for ensuring cash balances are adequate to cover all payments issued by the entity.



STAFF REPORT

DATE: June 13, 2025

TO: The Honorable Mayor and City Council

FROM: Kyle Maurer, Director of Finance and Administrative Services

SUBJECT: Public hearing and consideration of a Resolution amending the budgets of the City of Herriman for fiscal year 2025

RECOMMENDATION:

Staff recommends approval of the Resolution.

ISSUE BEFORE COUNCIL:

Should the City Council approve amendments to the fiscal year 2025 budget?

ALIGNMENT WITH STRATEGIC PLAN:

ES 8 – Ensure fiscal sustainability within all City functions

BACKGROUND/SUMMARY:

Staff are proposing a number of amendments to ensure the adopted budget for fiscal year 2025 is in line with anticipated revenues and expenditures.

DISCUSSION:

Staff are proposing a number of amendments. They are broken down by fund as follows:

General Fund – Increase of revenues/other financing sources and expenditures/other financing uses \$5,869,790. The most notable amendments are as follows:

Increase in Events Revenue (\$66,080) – The Events Department has been successful in securing sponsorships for a number of City events. These funds will offset expenditures for the same functions.

Increase in Class C Road Funds (\$286,200) – The City’s Class C Road Funds are anticipated to exceed initial budgeted expectations. Most of these funds will be used to not issue a capital lease included in the budget (see next item).

Decrease in Lease Proceeds (\$278,200) – The City anticipated issuing a note payable in the fiscal year to finance the purchase of a hooklift. Due to the unfavorable interest rate environment, the

City's Financial Advisor encouraged the City to look for alternative financing sources. The City's Finance Director believes using Class C Road Funds is an acceptable use for the financing of this truck.

Increase in Customer Service personnel costs (\$8,000) – During the fiscal year one position had staff turnover. The new employee is on the City's insurance plans; the former employee was not. In addition, the final payment for the former employee's accumulated leave was not contemplated in the budget.

Ice Ribbon Expenditures (\$30,210) – This is the first year the Ice Ribbon was budgeted separately from the Events Department. Salaries and wages were higher than anticipated due to a full-time Parks Department employee performing maintenance duties. In addition, the Finance Director did not include credit card and point-of-sale processing fees in the initial budget. The reserve contribution will be reduced for this overage.

Fund balance over Policy recommendation; anticipated budget savings – Currently the City has approximately \$2.4 million in General Fund balance in excess of the City's adopted fund balance policy. In addition, the Finance Director is anticipating additional budget savings for the current year. A "placeholder" of \$3.5 million is being requested; however, on the actual amount above the City's recommended fund balance will be transferred.

Public Safety-Police – Increase of revenues/other financing sources and expenditures/other financing uses \$345,390. During the fiscal year the Police Department entered into two long-term leases for equipment and software. Generally Accepted Accounting Principles require the recognition of revenue and a corresponding expenditure for these leases.

Transportation Impact Fees – Increase of revenue/other financing sources and expenditures/other financing uses \$200,000. The City has a reimbursement agreement for 11800 South improvements. This agreement is based on impact fees collected in the project area. Due to the addition of commercial development, impact fees have exceeded initial expectations. In addition, impact fee revenue will not meet expectations for the year, which is offset by increased interest income revenue. However, use of fund balance will increase due to the anticipated shortfall.

Public Safety Impact Fees – Increase of revenue/other financing sources and expenditures/other financing uses \$108,300. The City is in the process of updating its Public Safety Impact Fee Analysis and Impact Fee Facilities Plan. \$8,500 will be required to complete this study. In addition, impact fee collections have been above expectations, along with interest income.

Fire Impact Fees – Increase in revenue/other financing sources and expenditures/other financing uses \$8,500. The City is in the process of updating the Public Safety Impact Fee Analysis and Impact Fee Facilities Plan. \$8,500 will be required to complete this study.

Grants Fund – Increase in revenue and expenditures \$58,360. The City received a grant from the state of Utah for mental health in the amount of \$58,360.

Capital Projects Fund – Increase in revenue/other financing sources and expenditures/other financing uses \$10,779,950. The City is proposing several amendments, including the following:

- \$2,911,790 – Recognize grant received from Salt Lake County for a bridge over Midas Creek (6400 West).
- \$999,970 – Recognize proceeds from the sale of land (Automall) (reduce interfund loan).
- \$998,400 – Interest income exceeded budgeted expectations for the year.
- \$5,869,790 – Transfer (actual and anticipated) from the General Fund. As mentioned previously, the City has approximately \$2.4 million in General Fund balance above policy recommendations. In addition, the Finance Director is requesting a \$3.5 million “placeholder” for anticipated budget savings in the General Fund. Finally, a transfer decrease of \$30,210 for expenditures over budget for the Ice Ribbon.
- \$78,090 – Yearly interest due on the interfund loan with the Water Rights Fund.

Capital Equipment Fund – Increase in revenue/other financing sources and expenditures/other financing uses \$35,990. The City traded in a tractor for the purchase of a new tractor. In addition, a portion of the trade-in proceeds were requested to be used to purchase mowing equipment.

Capital Projects Bond Fund – Increase in revenue and expenditures/other financing uses \$3,164,300. With the successful sale of the City’s 2025 Sales and Franchise Tax Revenue Bonds on June 4, a number of amendments are requested to align bond proceeds with projects contemplated with the bond sale.

ALTERNATIVES:

The City Council may choose to change or not adopt the proposed amendments.

FISCAL IMPACT:

Fiscal impacts are noted above.

ATTACHMENTS:

Proposed Amendments
Resolution

City of Herriman General Fund Fiscal Year 2025 Proposed Budget Amendments					
GL Account	GL Account Description	FY2025 Budget (Current)	Proposed Amendment	2025 Adjusted Budget (Proposed)	Explanation
10-33100	Class C Road Funds	2,200,000	286,200	2,486,200	Class C Road Funds higher than anticipated. Offset - Lease proceeds (Hooklift note payable)
10-36701	Ft Herriman Towne Days Sponsorship	10,000	20,500	30,500	Towne Days sponsorships above anticipated amounts (offset - Towne Days expense)
10-36702	PRCA Rodeo Sponsorship	35,000	34,480	69,480	Rodeo sponsorships above initial expectations (offset - PRCA Rodeo expense)
10-36703	Misc Events Sponsorship	5,000	11,100	16,100	Event sponsorships in excess of anticipated revenue (offset-Misc Events expense)
10-36865	Ice Ribbon	244,430	(7,520)	236,910	Reduce Ice Ribbon actual revenue to match actuals
10-36885	Lease Proceeds	278,200	(278,200)	-	Due to market conditions, not issuing note payable for hooklift truck. Offset Class C Road funds
10-39120	Budgeted Use of Fund Balance	211,670	5,900,000	6,111,670	\$2.4 million - General Fund balance above policy recommendation; \$3.5 million - "placeholder" for year-end revenues in excess of expenditures (both transferred to General Fund)
TOTAL REVENUE ADJUSTMENTS - GENERAL FUND		\$ 2,984,300	\$ 5,966,560	\$ 8,950,860	
GL Account	GL Account Description	FY2025 Budget (Current)	Proposed Amendment	2025 Adjusted Budget (Proposed)	Explanation
Customer Service					
10-49001	Salaries & Wages	197,940	2,000	199,940	Personnel termination payout
10-49002	Payroll Tax Benefit	2,880	1,500	4,380	Personnel termination payout
10-49004	Insurance Benefit	49,990	4,500	54,490	Change in benefits with turnover
Total Customer Service		\$ 250,810	\$ 8,000	\$ 258,810	
Streets					
10-65001	Salaries & Wages	455,480	69,960	525,440	Unspent personnel funds from snow removal and street signs (budget allocated based on historical usage)
10-66002	Payroll Tax Benefit	7,040	570	7,610	Unspent personnel funds from snow removal and street signs (budget allocated based on historical usage)
10-66004	Insurance Benefit	95,030	17,310	112,340	Unspent personnel funds from snow removal and street signs (budget allocated based on historical usage)
10-66005	Retirement Benefit	72,940	8,420	81,360	Unspent personnel funds from snow removal and street signs (budget allocated based on historical usage)
10-66006	Retirement Match Benefit	50,990	8,700	59,690	Unspent personnel funds from snow removal and street signs (budget allocated based on historical usage)
Total Streets		\$ 681,480	\$ 104,960	\$ 786,440	
Snow Removal					
10-66001	Salaries & Wages	50,610	(17,920)	32,690	Move unspent personnel line items to streets (budget is allocated based on historical usage)
10-66002	Payroll Tax Benefit	790	180	970	Move unspent personnel line items to streets (budget is allocated based on historical usage)
10-66004	Insurance Benefit	10,550	(7,080)	3,470	Move unspent personnel line items to streets (budget is allocated based on historical usage)
10-66005	Retirement Benefit	8,110	(20)	8,090	Move unspent personnel line items to streets (budget is allocated based on historical usage)
10-66006	Retirement Match Benefit	5,660	(2,730)	2,930	Move unspent personnel line items to streets (budget is allocated based on historical usage)
Total Snow Removal		\$ 75,720	\$ (27,570)	\$ 48,150	
Street Signs					
10-69001	Salaries & Wages	56,220	(52,040)	4,180	Move unspent personnel line items to streets (budget is allocated based on historical usage)
10-69002	Payroll Tax Benefit	850	(750)	100	Move unspent personnel line items to streets (budget is allocated based on historical usage)
10-69004	Insurance Benefit	11,730	(10,230)	1,500	Move unspent personnel line items to streets (budget is allocated based on historical usage)
10-69005	Retirement Benefit	9,000	(8,400)	600	Move unspent personnel line items to streets (budget is allocated based on historical usage)
10-69006	Retirement Match Benefit	6,300	(5,970)	330	Move unspent personnel line items to streets (budget is allocated based on historical usage)
Total Street Signs		\$ 84,100	\$ (77,390)	\$ 6,710	
Cemetery					
10-75540	Capital Outlay	17,140	61,570	78,710	Transfer from Parks for Cemtery road reconstruction
Total Cemetery		\$ 17,140	\$ 61,570	\$ 78,710	
Parks					
10-76068	Tree Well Cert	25,000	(24,210)	790	Transfer to Cemetery for Cemetery road reconstruction
10-76025	Parking Lot Maintenance	40,000	(37,360)	2,640	Transfer to Cemetery for Cemetery road reconstruction
Total Communications		\$ 65,000	\$ (61,570)	\$ 3,430	
Events					
10-72175	Fort Herriman Days Festivities	135,600	20,500	156,100	Sponsorships in excess of anticipated amounts
10-72196	PRCA Rodeo	209,280	34,480	243,760	Sponsorships in excess of anticipated amounts
10-72151	Other City Events	35,230	11,100	46,330	Sponsorships in excess of anticipated amounts
Total Events		\$ 380,110	\$ 66,080	\$ 446,190	
Ice Ribbon					
10-77001	Salaries & Wages	52,120	11,070	63,190	Salaries & Wages higher than initial projections/first year splttng Ice Ribbon into separate department
10-77002	Payroll Tax Benefit	760	550	1,310	Salaries & Wages higher than initial projections/first year splttng Ice Ribbon into separate department
10-77003	Overtime	3,600	4,040	7,640	Salaries & Wages higher than initial projections/first year splttng Ice Ribbon into separate department
10-77004	Insurance Benefit	410	1,310	1,720	Full-time employee used during season not anticipated in original budget
10-77006	Retirement Benefit	-	2,680	2,680	Full-time employee used during season not anticipated in original budget
10-78006	Retirement Match Benefit	3,910	2,070	5,980	Full-time employee used during season not anticipated in original budget
10-78018	Fuel	800	1,020	1,820	Propane expenditures higher than initially anticipated
10-78030	General Supplies	14,600	380	14,980	Rental skate replacements higher than initial expectations
10-78066	Clothing & Uniforms	1,600	260	1,860	Staff hoodies greater than anticipated
10-78083	Software Subscriptions	8,190	(2,660)	5,530	
10-78151	Other City Events	500	(110)	390	
10-78190	Bank and Credit Card Processing Charges	-	9,600	9,600	Credit card processing charges not included in initial budget
Total Ice Ribbon		\$ 86,490	\$ 30,210	\$ 116,700	
Other Financing Uses					
10-99200	Transfer to Capital Projects	924,190	5,869,790	6,793,980	(\$30,210) - Amount Ice Ribbon was over/under initial expenditure/revenue expectations; \$2,400,000 - General Fund balance above fund balance policy recommendation; \$3,500,000 - "Placeholder" for revenues in excess of expenditures for FY2025 in the General Fund
Total Other Financing Uses		\$ 924,190	\$ 5,869,790	\$ 6,793,980	
TOTAL EXPENDITURE ADJUSTMENTS - GENERAL FUND		\$ 2,565,040	\$ 5,974,080	\$ 8,539,120	

City of Herriman						
Public Safety Fund-Police Fiscal Year 2025 Proposed Budget Amendments						
GL Account	Department	GL Account Description	FY2025 Budget (Current)	Proposed Amendment	2025 Adjusted Budget (Proposed)	Explanation
15-39100	Police	Other Financing Source-Capital Lease	\$ -	\$ 25,890	\$ 25,890	Amendment for Axon body cam/taser equipment for new officers
15-39101	Police	Other Financing Source-SBITA	\$ -	\$ 319,500	\$ 319,500	Amendment for Axon body cam/taser equipment for new officers; Axon AI Report Writing Software
TOTAL REVENUE ADJUSTMENTS - PUBLIC SAFETY FUND-POLICE			\$ -	\$ 345,390	\$ 345,390	
GL Account	Department	GL Account Description	FY2025 Budget (Current)	Proposed Amendment	2025 Adjusted Budget (Proposed)	Explanation
15-90743	Police	Capital Lease/SBITA Right to Use Asset		\$ 345,390	\$ 345,390	Offset for recognition of body cam, taser, and AI software
TOTAL EXPENDITURE ADJUSTMENTS - PUBLIC SAFETY FUND-POLICE			\$ -	\$ 345,390	\$ 345,390	

City of Herriman
Transportation Impact Fee Fund Fiscal Year 2025 Proposed Budget Amendments

GL Account	GL Account Description	FY2025 Budget (Current)	Proposed Amendment	2025 Adjusted Budget (Proposed)	Explanation
22-33221	Transportation Impact Fees	\$ 2,500,000	\$ (500,000)	\$ 2,000,000	Lowered to match revised expectations
22-36100	Interest Income	\$ 20,600	\$ 109,400	\$ 130,000	Increased due to higher than anticipated cash balances
22-3900	Budgeted Use of Fund Balance	\$ 1,842,180	\$ 590,600	\$ 2,432,780	
TOTAL REVENUE ADJUSTMENTS - TRANSPORTATION IMPACT FEE FUND		\$ 4,362,780	\$ 200,000	\$ 4,562,780	

GL Account	GL Account Description	FY2025 Budget (Current)	Proposed Amendment	2025 Adjusted Budget (Proposed)	Explanation
22-49739	0001-01 11800 S Improvements Ph 1	\$ 484,380	\$ 200,000	\$ 684,380	Increase for commercial building permits issued in colleciton area
EXPENDITURE ADJUSTMENTS - TRANSPORTATION IMPACT FEE FUND		\$ 484,380	\$ 200,000	\$ 684,380	

City of Herriman
Public Safety Impact Fee Fund Fiscal Year 2025 Proposed Budget Amendments

GL Account	GL Account Description	FY2025 Budget (Current)	Proposed Amendment	2025 Adjusted Budget (Proposed)	Explanation
23-3500	Public Safety Impact Fee	\$ 200,000	\$ 51,000	\$ 251,000	Revised estimate based on actuals
23-36100	Interest Income	46,200	57,300	103,500	
TOTAL REVENUE ADJUSTMENTS - PUBLIC SAFETY IMPACT FEE FUND		\$ 246,200	\$ 108,300	\$ 354,500	

GL Account	GL Account Description	FY2025 Budget (Current)	Proposed Amendment	2025 Adjusted Budget (Proposed)	Explanation
23-47512	Professional Services	\$ -	\$ 8,500	\$ 8,500	Public Safety impact fee update
23-99999	Budgeted Increase in Fund Balance	246,200	99,800	346,000	
TAL EXPENDITURE ADJUSTMENTS - PUBLIC SAFETY IMPACT FEE FUND		\$ 246,200	\$ 108,300	\$ 354,500	

City of Herriman
Fire Impact Fee Fund Fiscal Year 2025 Proposed Budget Amendments

GL Account	GL Account Description	FY2025 Budget (Current)	Proposed Amendment	2025 Adjusted Budget (Proposed)	Explanation
24-36010	Fire Impact Fee	\$ 250,000	\$ 40,000	\$ 290,000	Revised estimate on collections
24-36100	Interest Income	48,800	10,200	59,000	
24-3990	Budgeted Use of Fund Balance	1,198,480	(41,700)	1,156,780	
TOTAL REVENUE ADJUSTMENTS - FIRE IMPACT FEE FUND		\$ 1,497,280	\$ 8,500	\$ 1,505,780	

GL Account	GL Account Description	FY2025 Budget (Current)	Proposed Amendment	2025 Adjusted Budget (Proposed)	Explanation
24-47512	Professional Services	\$ -	\$ 8,500	\$ 8,500	Public Safety impact fee update
TOTAL EXPENDITURE ADJUSTMENTS - FIRE IMPACT FEE FUND		\$ -	\$ 8,500	\$ 8,500	

City of Herriman						
Grants Fund Fiscal Year 2025 Proposed Budget Amendments						
GL Account	Department	GL Account Description	FY2025 Budget (Current)	Proposed Amendment	2025 Adjusted Budget (Proposed)	Explanation
37-36119	Police	Mental Health Grant	\$ -	\$ 58,360	\$ 58,360	Mental health grant received from the state of Utah
TOTAL REVENUE ADJUSTMENTS - GRANTS FUND			\$ -	\$ 58,360	\$ 58,360	
GL Account	Department	GL Account Description	FY2025 Budget (Current)	Proposed Amendment	2025 Adjusted Budget (Proposed)	Explanation
37-42010	Police	Mental Health Grant	\$ -	\$ 58,360	\$ 58,360	Mental health grant received from the state of Utah
TOTAL EXPENDITURE ADJUSTMENTS - GRANTS FUND			\$ -	\$ 58,360	\$ 58,360	

City of Herriman Capital Projects Fund Fiscal Year 2025 Proposed Budget Amendments						
GL Account	Department	GL Account Description	FY2025 Budget (Current)	Proposed Amendment	2025 Adjusted Budget (Proposed)	Explanation
40-36102		Proceeds-Sale of Property	\$ -	\$ 999,970	\$ 999,970	Sale of Automall property (reduce interfund loan)
40-36105		Grant-Salt Lake County	\$ -	\$ 2,911,790	\$ 2,911,790	Salt Lake County grant for Midas Creek Bridge (6400 W)
						(\$30,210) - Amount Ice Ribbon was over/under initial expenditure/revenue expectations; \$2,400,000 - General Fund balance above fund balance policy recommendation; \$3,500,000 - "Placeholder" for revenues in excess of expenditures for FY2025 in the General Fund
40-36050		Transfer From General Fund	924,190	5,869,790	6,793,980	
40-36099		Interest Income	198,310	998,400	1,196,710	Interest income earned in excess of budgeted expectations
TOTAL REVENUE ADJUSTMENTS - CAPITAL PROJECTS FUND			\$ 1,122,500	\$ 10,779,950	\$ 11,902,450	
GL Account	Department	GL Account Description	FY2025 Budget (Current)	Proposed Amendment	2025 Adjusted Budget (Proposed)	Explanation
40-41014	Streets	6400 W Improvements Phase 3 (Bridge)	-	2,911,790	2,911,790	Grant received from Salt Lake County for 6400 W bridge over Midas Creek
40-42010	Events	0215-00 Ice Ribbon Reserve Fund	157,940	(30,210)	127,730	Reduction in reserve fund for expenditures in excess of budget in General Fund.
40-47630		Interest Expense	-	78,090	78,090	Interest due on Interfund Loan with Water Rights Fund
						\$2,400,000 - General Fund balance above initial fund balance policy recommendation; \$3,500,000 - "Placeholder" for revenues in excess of expenditures for FY2025 in the General Fund; \$921,880 - Interest income in excess of interest expense; \$998,400 - Interfund loan repayment (offsets loan)
40-48999		Contribution to Fund Balance	-	7,820,280	7,820,280	
TOTAL EXPENDITURE ADJUSTMENTS - CAPITAL PROJECTS FUND			\$ 157,940	\$ 10,779,950	\$ 10,937,890	

City of Herriman Capital Equipment Fund Fiscal Year 2025 Proposed Budget Amendments						
GL Account	Department	GL Account Description	FY2025 Budget (Current)	Proposed Amendment	2025 Adjusted Budget (Proposed)	Explanation
43-36879	Parks	Sale of Capital Assets - Parks & Recreation	\$ 44,370	\$ 35,990	\$ 80,360	Trade-in of tractor
TOTAL REVENUE ADJUSTMENTS - CAPITAL EQUIPMENT FUND			<u>\$ 44,370</u>	<u>\$ 35,990</u>	<u>\$ 80,360</u>	
GL Account	Department	GL Account Description	FY2025 Budget (Current)	Proposed Amendment	2025 Adjusted Budget (Proposed)	Explanation
43-76100	Parks	Tractor (Unit 3004)	125,000	11,380	136,380	Portion of trade-in proceeds needed for mowing attachment
43-99999		Contribution to Fund Balance	880,610	24,610	905,220	
TOTAL EXPENDITURE ADJUSTMENTS - CAPITAL EQUIPMENT FUND			<u>\$ 1,005,610</u>	<u>\$ 35,990</u>	<u>\$ 1,041,600</u>	

City of Herriman Capital Projects-Bond Fund Fiscal Year 2025 Proposed Budget Amendments						
GL Account	Department	GL Account Description	FY2025 Budget (Current)	Proposed Amendment	2025 Adjusted Budget (Proposed)	Explanation
44-36060		Bond Proceeds	\$ 14,398,300	\$ 1,931,700	\$ 16,330,000	Revise budget to match actuals of bond sale.
44-36061		Bond Premium	-	1,232,600	1,232,600	
TOTAL REVENUE ADJUSTMENTS - CAPITAL PROJECTS-BOND FUND			\$ 14,398,300	\$ 3,164,300	\$ 17,562,600	
GL Account	Department	GL Account Description	FY2025 Budget (Current)	Proposed Amendment	2025 Adjusted Budget (Proposed)	Explanation
44-41002	Transportation	0005-01 13800 S Roadway Phase 1	\$ 800,000	\$ (274,150)	\$ 525,850	13800 S From City Boundary to Sentinel Ridge Blvd
44-41003	Transportation	0005-02 13800 S Roadway Phase 2	920,000	(920,000)	-	Phase 1 and 2 combined (project completed)
44-41004	Transportation	0011-01 6400 W Improvements Phase 1	1,850,000	-	1,850,000	6400 W From Herriman Blvd to Olympia boundary
44-41006	Transportation	0011-03 6400 W Improvements Phase 2 & 3	4,008,930	8,091,070	12,100,000	6400 W from Herriman Blvd to 11800 S
44-41007	Transportation	0044-02 Dansie Blvd Phase 3	-	1,477,000	1,477,000	Dansie Blvd from Silver Sky Dr to border of Olympia
44-41009	Transportation	0186-00 Herriman Main St Widening Phase 2 (Hidden Oaks)	-	1,300,000	1,300,000	Herriman Main St from 7600 W to 7800 W
44-42002	Parks	0062-00 Hidden Oaks Open Space Improvements	4,400,000	(4,400,000)	-	Moved to 2nd bond
44-42003	Parks	0213-00 Creek Ridge Regional Park Improvements	2,000,000	(2,000,000)	-	Moved to 2nd bond
44-47140		Cost of Issuance	419,370	(179,370)	240,000	Revise to match estimated actuals from bond sale.
44-49999		Budgeted Increase in Fund Balance	-	69,750	69,750	
TOTAL EXPENDITURE ADJUSTMENTS - CAPITAL PROJECTS-BOND FUND			\$ 14,398,300	\$ 3,164,300	\$ 17,562,600	

HERRIMAN, UTAH

RESOLUTION NO. R -2025

**A RESOLUTION OF THE HERRIMAN CITY COUNCIL
APPROVING AN AMENDMENT TO THE 2025
FISCAL YEAR BUDGET**

WHEREAS, the Herriman City Council ("Council") met in regular meeting on June 25, 2025, to consider, among other things, approving an amendment to the 2025 fiscal year budget; and

WHEREAS, the Council has determined it necessary to amend the budget to reflect various changes; and

WHEREAS, the Council determines that the amendments presented to the Council are necessary and appropriate.

NOW, THEREFORE, BE IT RESOLVED by the Council that the budget for the period of July 1, 2024, through June 30, 2025, is hereby amended as set forth on the attached amended budget.

This Resolution, shall take effect immediately upon passage and acceptance as provided herein.

PASSED AND APPROVED by the Council of Herriman, Utah, this 25th day of June, 2025.

HERRIMAN CITY COUNCIL

By: _____
Mayor Lorin Palmer

ATTEST: _____
Jackie Nostrom, MMC
City Recorder



STAFF REPORT

DATE: June 13, 2025

TO: The Honorable Mayor and City Council

FROM: Kyle Maurer, Director of Finance and Administrative Services

SUBJECT: Public hearing and consideration of a Resolution amending the budgets of the City of Herriman for fiscal year 2026

RECOMMENDATION:

Staff recommends approval of the Resolution.

ISSUE BEFORE COUNCIL:

Should the City Council approve the amendments to the fiscal year 2026 budget?

ALIGNMENT WITH STRATEGIC PLAN:

ES 8 – Ensure fiscal sustainability within all City functions

BACKGROUND/SUMMARY:

Staff are proposing a number of amendments to ensure the adopted budget for fiscal year 2026 is in line with expected revenues and expenditures.

DISCUSSION:

Staff are proposing a number of amendments. They are outlined as follows:

General Fund – Increase in revenues/other financing sources and expenditures - \$592,590. The City will be receiving additional transportation funding from Salt Lake County in the amount of \$600,000. In addition, a number of market adjustments are being proposed (a COLA/merit increase was included in the adopted fiscal year 2026 budget). Finally, one position is proposed to be “unfrozen” and another previously eliminated position is proposed to be reinstated. These positions are as follows:

- Assistant Finance Director (\$187,500) (reinstated from previously eliminated Accountant position)
- Deputy City Recorder (\$100,847) (previously “frozen” Records Clerk position)

Additionally, an additional \$30,000 for election processing is being requested. The City contracts with Salt Lake County for the election. The approved contract shows a substantial price increase

from the County. The City has made an estimate of the additional cost but actual costs will not be known until the election occurs.

Police Fund – Increase in revenues/other financing sources and expenditures - \$408,520. During fiscal year 2025 the City hired two additional officers using restricted property tax funds. In addition, the City entered into an agreement with two other agencies to use scheduling software. Finally, the Police Department entered into a long-term contract for the use of AI software for police reports, using restricted liquor allotment funds as the funding source.

Capital Projects fund – Increase in other financing sources and expenditures \$1,918,280. In previous fiscal years the Capital Projects Fund funded the water portion of the projects. The Capital Projects Fund is now requesting reimbursement for those projects. In addition, \$76,160 of fee in lieu was collected in previous years for Gina Rd. A corresponding expenditure in the amount of \$1,918,280 to begin Gina Rd construction is also being requested.

Capital Equipment Fund – Increase in other financing sources and expenditures \$618,000. The Police Department is requesting use of their vehicle replacement funds to replace 6 vehicles and add two vehicles (2 Police Officers were hired last year). Vehicle condition reports are included after this staff report.

Water Fund – Increase in other financing sources and uses \$1,842,120. As mentioned previously, the Capital Projects Fund is requesting payment for projects previously paid for by the Fund.

Benefits Management Fund – The City will be self-funding dental insurance for fiscal year 2026. This new fund will capture insurance premiums collected from employees and claims paid to the insurance administrator.

ALTERNATIVES:

The City Council may choose to change or not adopt the proposed amendments.

FISCAL IMPACT:

Fiscal impacts are noted above.

ATTACHMENTS:

Proposed Amendments
Vehicle Condition Reports (Police)
Resolution

City of Herriman General Fund Fiscal Year 2026 Proposed Budget Amendments					
GL Account	GL Account Description	FY2026 Budget (Current)	Proposed Amendment	2026 Adjusted Budget (Proposed)	Explanation
10-31305	Sales Tax-County Option	-	600,000	600,000	New transportation funding from County 5th of the 5th tax
10-39120	Budgeted Use of Fund Balance	211,670	(7,410)	204,260	
TOTAL REVENUE ADJUSTMENTS - GENERAL FUND		\$ 211,670	\$ 592,590	\$ 804,260	
GL Account	GL Account Description	FY2026 Budget (Current)	Proposed Amendment	2026 Adjusted Budget (Proposed)	Explanation
Legislative					
10-41001	Salaries and Wages	\$ 109,020	\$ 19,030	\$ 128,050	Change in insurance opt out processing/new Councilmember
10-41002	Payroll Tax Benefit	1,590	270	1,860	Change in insurance opt out processing/new Councilmember
10-41004	Insurance Benefit	67,830	(5,720)	62,110	Change in insurance opt out processing/new Councilmember
10-41005	Retirement Benefit	16,570	(770)	15,800	Change in insurance opt out processing/new Councilmember
10-41006	Retirement Match Benefit	27,570	(17,950)	9,620	Change in insurance opt out processing/new Councilmember
Total Legislative		\$ 222,580	\$ (5,140)	\$ 217,440	
Administration					
10-44001	Salaries and Wages	625,060	22,840	647,900	Change in opt out processing
10-44002	Payroll Tax Benefit	9,080	330	9,410	Change in opt out processing
10-44004	Insurance Benefit	90,510	(20,340)	70,170	Change in opt out processing
10-44005	Retirement Benefit	97,150	(6,800)	90,350	Change in opt out processing
10-44006	Retirement Match Benefit	62,610	(3,710)	58,900	Change in opt out processing
Total Administration		\$ 884,410	\$ (7,680)	\$ 876,730	
Legal					
10-43001	Salaries and Wages	356,940	20,940	377,880	Attorney and Prosecutor Market Adjustments
10-43002	Payroll Tax Benefit	5,180	50	5,230	Attorney and Prosecutor Market Adjustments
10-43004	Insurance Benefit	58,130	(930)	57,200	Attorney and Prosecutor Market Adjustments
10-43005	Retirement Benefit	54,800	(2,290)	52,510	Attorney and Prosecutor Market Adjustments
10-43006	Retirement Match Benefit	34,420	1,180	35,600	Attorney and Prosecutor Market Adjustments
Total Legal		\$ 509,470	\$ 18,950	\$ 528,420	
Justice Court					
10-46001	Salaries and Wages	246,470	(32,640)	213,830	Bailiff services moved to contract
10-46002	Payroll Tax Benefit	3,620	(580)	3,040	Bailiff services moved to contract
10-46004	Insurance Benefit	50,960	(1,050)	49,910	Bailiff services moved to contract
10-46005	Retirement Benefit	34,490	(2,060)	32,430	Bailiff services moved to contract
10-46006	Retirement Match Benefit	21,000	(2,810)	18,190	Bailiff services moved to contract
Total Justice Court		\$ 356,540	\$ (39,140)	\$ 317,400	
Human Resources					
10-46001	Salaries and Wages	257,420	1,480	258,900	Change in insurance plan/personnel replacement
10-46002	Payroll Tax Benefit	3,780	(90)	3,690	Change in insurance plan/personnel replacement
10-46004	Insurance Benefit	51,480	11,290	62,770	Change in insurance plan/personnel replacement
10-46005	Retirement Benefit	41,710	(3,210)	38,500	Change in insurance plan/personnel replacement
10-46006	Retirement Match Benefit	25,260	150	25,410	Change in insurance plan/personnel replacement
Total Human Resources		\$ 379,650	\$ 9,620	\$ 389,270	

City of Herriman General Fund Fiscal Year 2026 Proposed Budget Amendments					
GL Account	GL Account Description	FY2026 Budget (Current)	Proposed Amendment	2026 Adjusted Budget (Proposed)	Explanation
City Recorder					
10-48001	Salaries and Wages	233,640	101,540	335,180	Change in opt out processing/"unfreezing" of position
10-48002	Payroll Tax Benefit	3,410	(90)	3,320	Change in opt out processing/"unfreezing" of position
10-48004	Insurance Benefit	14,750	11,790	26,540	Change in opt out processing/"unfreezing" of position
10-48005	Retirement Benefit	37,130	7,610	44,740	Change in opt out processing/"unfreezing" of position
10-48006	Retirement Match Benefit	39,730	(7,990)	31,740	Change in opt out processing/"unfreezing" of position
10-48170	Election	85,000	30,000	115,000	Election contract/based on "high" participation scenario
Total City Recorder		\$ 413,660	\$ 142,860	\$ 556,520	
Customer Service					
10-49001	Salaries and Wages	204,670	8,690	213,360	Market adjustment/change in opt out processing
10-49002	Payroll Tax Benefit	2,980	(130)	2,850	Market adjustment/change in opt out processing
10-49004	Insurance Benefit	52,300	16,380	68,680	Market adjustment/change in opt out processing/insurance changes
10-49005	Retirement Benefit	33,090	(3,690)	29,400	Market adjustment/change in opt out processing/personnel changes
10-49006	Retirement Match Benefit	37,420	(16,700)	20,720	Market adjustment/change in opt out processing/personnel changes
Total Customer Service		\$ 330,460	\$ 4,550	\$ 335,010	
Finance					
10-50001	Salaries and Wages	469,500	152,380	621,880	Market adjustment/"unfreezing" of position
10-50002	Payroll Tax Benefit	6,830	2,210	9,040	Market adjustment/"unfreezing" of position
10-50004	Insurance Benefit	55,980	31,980	87,960	Market adjustment/"unfreezing" of position
10-50005	Retirement Benefit	77,770	13,920	91,690	Market adjustment/"unfreezing" of position
10-50006	Retirement Match Benefit	51,800	7,470	59,270	Market adjustment/"unfreezing" of position
Total Finance		\$ 661,880	\$ 207,960	\$ 869,840	
Facilities					
10-60001	Salaries and Wages	185,490	14,650	200,140	Change in opt out processing/market adjustments/insurance change
10-60002	Payroll Tax Benefit	2,790	10	2,800	Change in opt out processing/market adjustments/insurance change
10-60004	Insurance Benefit	33,680	29,880	63,560	Change in opt out processing/market adjustments/insurance change
10-60005	Retirement Benefit	30,260	(2,070)	28,190	Change in opt out processing/market adjustments/insurance change
10-60006	Retirement Match Benefit	27,850	(7,800)	20,050	Change in opt out processing/market adjustments/insurance change
Total Facilities		\$ 280,070	\$ 34,670	\$ 314,740	
Fleet					
10-63001	Salaries and Wages	245,370	14,270	259,640	Change in opt out processing/market adjustments
10-63002	Payroll Tax Benefit	3,570	(140)	3,430	Change in opt out processing/market adjustments
10-63004	Insurance Benefit	34,780	7,720	42,500	Change in opt out processing/market adjustments
10-63005	Retirement Benefit	38,700	(3,180)	35,520	Change in opt out processing/market adjustments
10-63006	Retirement Match Benefit	35,880	(12,160)	23,720	Change in opt out processing/market adjustments
Total Fleet		\$ 358,300	\$ 6,510	\$ 364,810	
Streets					
10-65001	Salaries and Wages	482,220	48,050	530,270	Change in opt out processing/market adjustments
10-65002	Payroll Tax Benefit	7,430	690	8,120	Change in opt out processing/market adjustments
10-65004	Insurance Benefit	99,970	(25,830)	74,140	Change in opt out processing/market adjustments
10-65005	Retirement Benefit	76,990	(70)	76,920	Change in opt out processing/market adjustments
10-65006	Retirement Match Benefit	53,700	(4,750)	48,950	Change in opt out processing/market adjustments
Total Streets		\$ 720,310	\$ 18,090	\$ 738,400	

City of Herriman General Fund Fiscal Year 2026 Proposed Budget Amendments					
GL Account	GL Account Description	FY2026 Budget (Current)	Proposed Amendment	2026 Adjusted Budget (Proposed)	Explanation
Snow Removal					
10-65001	Salaries and Wages	53,580	5,340	58,920	Change in opt out processing/market adjustments
10-65002	Payroll Tax Benefit	820	90	910	Change in opt out processing/market adjustments
10-65004	Insurance Benefit	11,120	(2,880)	8,240	Change in opt out processing/market adjustments
10-65005	Retirement Benefit	8,570	(20)	8,550	Change in opt out processing/market adjustments
10-65006	Retirement Match Benefit	5,980	(540)	5,440	Change in opt out processing/market adjustments
Total Snow Removal		\$ 80,070	\$ 1,990	\$ 82,060	
Street Signs					
10-65001	Salaries and Wages	59,520	5,950	65,470	Change in opt out processing/market adjustments
10-65002	Payroll Tax Benefit	920	70	990	Change in opt out processing/market adjustments
10-65004	Insurance Benefit	12,340	(3,190)	9,150	Change in opt out processing/market adjustments
10-65005	Retirement Benefit	9,480	10	9,490	Change in opt out processing/market adjustments
10-65006	Retirement Match Benefit	6,710	(670)	6,040	Change in opt out processing/market adjustments
Total Street Signs		\$ 88,970	\$ 2,170	\$ 91,140	
Street Lights					
10-70001	Salaries and Wages	182,720	13,740	196,460	Change in opt out processing/market adjustments
10-70002	Payroll Tax Benefit	2,700	200	2,900	Change in opt out processing/market adjustments
10-70004	Insurance Benefit	25,490	(1,120)	24,370	Change in opt out processing/market adjustments
10-70005	Retirement Benefit	31,520	(1,160)	30,360	Change in opt out processing/market adjustments
10-70006	Retirement Match Benefit	21,540	(3,100)	18,440	Change in opt out processing/market adjustments
Total Street Lights		\$ 263,970	\$ 8,560	\$ 272,530	
Information Technology					
10-52001	Salaries and Wages	296,460	18,060	314,520	Market adjustments/change in insurance
10-52002	Payroll Tax Benefit	4,330	260	4,590	Market adjustments/change in insurance
10-52004	Insurance Benefit	57,070	12,430	69,500	Market adjustments/change in insurance
10-52005	Retirement Benefit	48,400	(1,800)	46,600	Market adjustments/change in insurance
10-52006	Retirement Match Benefit	28,150	1,550	29,700	Market adjustments/change in insurance
Total Information Technology		\$ 434,410	\$ 30,500	\$ 464,910	
Communications					
10-45001	Salaries and Wages	240,700	10,770	251,470	Change in opt out processing/Market adjustment/change in insurance
10-45002	Payroll Tax Benefit	3,520	150	3,670	Change in opt out processing/Market adjustment/change in insurance
10-45004	Insurance Benefit	35,530	11,630	47,160	Change in opt out processing/Market adjustment/change in insurance
10-45005	Retirement Benefit	38,150	(3,260)	34,890	Change in opt out processing/Market adjustment/change in insurance
10-45006	Retirement Match Benefit	25,620	(5,260)	20,360	Change in opt out processing/Market adjustment/change in insurance
Total Communications		\$ 343,520	\$ 14,030	\$ 357,550	
Parks					
10-76001	Salaries and Wages	1,404,080	113,220	1,517,300	Change in opt out processing/market adjustments
10-76002	Payroll Tax Benefit	20,630	1,670	22,300	Change in opt out processing/market adjustments
10-76004	Insurance Benefit	250,010	17,710	267,720	Change in opt out processing/market adjustments
10-76005	Retirement Benefit	193,970	4,590	198,560	Change in opt out processing/market adjustments
10-76006	Retirement Match Benefit	145,430	(7,910)	137,520	Change in opt out processing/market adjustments
Total Parks		\$ 2,014,120	\$ 129,280	\$ 2,143,400	
Events					
10-72001	Salaries and Wages	254,330	28,320	282,650	Change in opt out processing/market adjustment/change in personnel
10-72002	Payroll Tax Benefit	4,090	410	4,500	Change in opt out processing/market adjustment/change in personnel
10-72004	Insurance Benefit	10,950	(7,650)	3,300	Change in opt out processing/market adjustment/change in personnel
10-72005	Retirement Benefit	32,200	1,730	33,930	Change in opt out processing/market adjustment/change in personnel
10-72006	Retirement Match Benefit	36,140	(8,140)	28,000	Change in opt out processing/market adjustment/change in personnel
Total Events		\$ 337,710	\$ 14,670	\$ 352,380	

City of Herriman					
General Fund Fiscal Year 2026 Proposed Budget Amendments					
GL Account	GL Account Description	FY2026 Budget (Current)	Proposed Amendment	2026 Adjusted Budget (Proposed)	Explanation
GIS					
10-84001	Salaries and Wages	300,380	9,970	310,350	Change in opt out processing
10-84002	Payroll Tax Benefit	4,380	(140)	4,240	Change in opt out processing
10-84004	Insurance Benefit	47,610	(5,190)	42,420	Change in opt out processing
10-84005	Retirement Benefit	49,630	(3,670)	45,960	Change in opt out processing
10-84006	Retirement Match Benefit	33,810	(4,790)	29,020	Change in opt out processing
Total GIS		\$ 435,810	\$ (3,820)	\$ 431,990	
Planning					
10-85001	Salaries and Wages	393,010	12,390	405,400	Change in Opt Out Processing/Insurance changes
10-85002	Payroll Tax Benefit	5,710	180	5,890	Change in Opt Out Processing/Insurance changes
10-85004	Insurance Benefit	67,260	(1,220)	66,040	Change in Opt Out Processing/Insurance changes
10-85005	Retirement Benefit	64,250	(4,890)	59,360	Change in Opt Out Processing/Insurance changes
10-85006	Retirement Match Benefit	40,820	(2,500)	38,320	Change in Opt Out Processing/Insurance changes
Total Planning		\$ 571,050	\$ 3,960	\$ 575,010	
TOTAL EXPENDITURE ADJUSTMENTS - GENERAL FUND		\$ 9,686,960	\$ 592,590	\$ 10,279,550	

City of Herriman Public Safety Fund-Police Fiscal Year 2026 Proposed Budget Amendments						
GL Account	Department	GL Account Description	FY2026 Budget (Current)	Proposed Amendment	2026 Adjusted Budget (Proposed)	Explanation
15-36900		Miscellaneous Revenue	\$ -	\$ 7,760	\$ 7,760	Reimbursement from South Jordan and Riverton for scheduling software
15-39120		Budgeted Use of Fund Balance	-	42,850	42,850	Restricted liquor allotment used for Draft One AI software
15-39118		Transfer From HCSEA	9,535,800	357,910	9,893,710	Transfer for additional officers hired in FY2025
TOTAL REVENUE ADJUSTMENTS - PUBLIC SAFETY FUND-POLICE			\$ 9,535,800	\$ 408,520	\$ 9,944,320	
GL Account	Department	GL Account Description	FY2026 Budget (Current)	Proposed Amendment	2026 Adjusted Budget (Proposed)	Explanation
15-90001		Salaries & Wages	\$ 4,980,580	\$ 190,940	\$ 5,171,520	2 additional officers hired FY2025 (restricted property tax/growth funds)
15-90002		Payroll Tax Benefit	78,990	2,680	81,670	
15-90004		Insurance Benefit	842,810	44,400	887,210	
15-90005		Retirement Benefit	1,453,540	60,110	1,513,650	
15-90006		Retirement Match Benefit	637,140	17,900	655,040	
15-90007		Subscriptions/Memberships/Dues	32,900	450	33,350	
15-90012		Seminars, Training, and Travel	87,450	3,000	90,450	
15-90030		General Supplies	329,280	22,450	351,730	
15-90056		Telephone	59,000	2,100	61,100	\$1,740 - Increase for new officers; \$11,000; secondary employment scheduling software
15-90057		Software Costs	70,500	12,740	83,240	
15-90062		Subscription Lease-Principal	130,550	33,740	164,290	
15-90063		Subscription Lease-Interest	31,100	18,010	49,110	
TOTAL EXPENDITURE ADJUSTMENTS - PUBLIC SAFETY FUND-POLICE			\$ 8,733,840	\$ 408,520	\$ 9,142,360	

City of Herriman						
Capital Projects Fund Fiscal Year 2026 Proposed Budget Amendments						
GL Account	Department	GL Account Description	FY2026 Budget (Current)	Proposed Amendment	2026 Adjusted Budget (Proposed)	Explanation
40-36050		Transfer From Water Fund	\$ -	\$ 1,842,120	\$ 1,842,120	Reimbursement from Water Fund for project costs related to the Herriman Main St expansion and 7300 West projects.
40-3900		Budgeted Use of Fund Balance	-	76,160	76,160	\$76,160 - Fee in Lieu collected for Gina Rd
TOTAL REVENUE ADJUSTMENTS - CAPITAL PROJECTS FUND			\$ -	\$ 1,918,280	\$ 1,918,280	
GL Account	Department	GL Account Description	FY2026 Budget (Current)	Proposed Amendment	2026 Adjusted Budget (Proposed)	Explanation
40-41009		0050-00 Gina Rd Improvements	\$ -	\$ 1,918,280	\$ 1,918,280	\$1,842,120 from General Capital Projects; \$76,160 - Fee in lieu collected
TOTAL EXPENDITURE ADJUSTMENTS - CAPITAL PROJECTS FUND			\$ -	\$ 1,918,280	\$ 1,918,280	

City of Herriman Capital Equipment Fund Fiscal Year 2026 Proposed Budget Amendments						
GL Account	Department	GL Account Description	FY2026 Budget (Current)	Proposed Amendment	2026 Adjusted Budget (Proposed)	Explanation
43-39999		Budgeted Use of Fund Balance	\$ -	\$ 618,000	\$ 618,000	Use of Police Capital Equipment Replacement Fund
TOTAL REVENUE ADJUSTMENTS - CAPITAL EQUIPMENT FUND			\$ -	\$ 618,000	\$ 618,000	
GL Account	Department	GL Account Description	FY2026 Budget (Current)	Proposed Amendment	2026 Adjusted Budget (Proposed)	Explanation
43-90301	Police	Ford F150 (New) (HPD 174)	\$ -	\$ 81,000	\$ 81,000	Patrol
43-90302	Police	Ford F150 (New) (HPD175)		78,000	78,000	Detective/Admin
43-90303	Police	Ford F150 (Replaces HPD110) (HPD176)	-	78,000	78,000	Detective Admin
43-90304	Police	Ford F150 (Replaces HPD111) (HPD177)	-	78,000	78,000	Detective Admin
43-90305	Police	Ford F150 (Replaces HPD135) (HPD178)	-	75,000	75,000	Patrol
43-90306	Police	Ford F150 (Replaces HPD136) (HPD179)	-	75,000	75,000	Patrol
43-90307	Police	Ford F150 (Replaces HPD137) (HPD180)	-	78,000	78,000	Detective/Admin
43-90308	Police	Ford F150 (Replaces HPD151) (HPD181)	-	75,000	75,000	Patrol
TOTAL EXPENDITURE ADJUSTMENTS - CAPITAL EQUIPMENT FUND			\$ -	\$ 618,000	\$ 618,000	

Fund Balance Available (Unrestricted) - Fund 43			
	FY2024 (ACFR)	FY2025 (Budget)	FY2026 (Budget)
Beginning Balance	-	\$ 701,820	\$ 781,540
Addition (Use of)	701,820	79,720	697,720
Ending Balance	\$ 701,820	\$ 781,540	\$ 1,479,260

City of Herriman Water Fund Fiscal Year 2026 Proposed Budget Amendments						
GL Account	Department	GL Account Description	FY2026 Budget (Current)	Proposed Amendment	2026 Adjusted Budget (Proposed)	Explanation
51-39999		Use of Fund Balance	\$ 283,705	\$ 1,842,120	\$ 2,125,825	Reimburse Capital Projects fund for project costs related to Herriman Main St expansion and 7300 West
TOTAL REVENUE ADJUSTMENTS - WATER FUND			\$ 283,705	\$ 1,842,120	\$ 2,125,825	
GL Account	Department	GL Account Description	FY2026 Budget (Current)	Proposed Amendment	2026 Adjusted Budget (Proposed)	Explanation
51-99040	Water	Transfer to Capital Projects Fund	\$ -	\$ 1,842,120	\$ 1,842,120	Reimburse Capital Projects fund for project costs related to Herriman Main St expansion and 7300 West
TOTAL EXPENDITURE ADJUSTMENTS - WATER FUND			\$ -	\$ 1,842,120	\$ 1,842,120	

City of Herriman Benefits Management Fund Fiscal Year 2026 Proposed Budget Amendments						
GL Account	Department	GL Account Description	FY2026 Budget (Current)	Proposed Amendment	2026 Adjusted Budget (Proposed)	Explanation
72-36897		Benefits Management Charges	\$ -	\$ 163,100	\$ 163,100	The City will be self-insured for dental in FY2026. This is the amount the City expects to collect in premium charges from employees.
TOTAL REVENUE ADJUSTMENTS - BENEFITS MANAGEMENT FUND			\$ -	\$ 163,100	\$ 163,100	
GL Account	Department	GL Account Description	FY2026 Budget (Current)	Proposed Amendment	2026 Adjusted Budget (Proposed)	Explanation
72-47513		Claims		\$ 163,100	\$ 163,100	This is the amount the City anticipates expending in claims for FY2026.
TOTAL EXPENDITURE ADJUSTMENTS - BENEFITS MANAGEMENT FUND			\$ -	\$ 163,100	\$ 163,100	

VEHICLE AND EQUIPMENT REQUEST FORM

Department/Division: Police Date: 05/29/2025

Requested By: Stromberg

Type of Vehicle/Equipment being requested: Ford F-150 Responder

Select the appropriate boxes:

☐ Extended Cab ☒ Crew Cab ☒ Short Bed ☐ Long Bed

☒ Bed Liner ☒ Tow Package ☒ Gasoline ☐ Diesel

Upfitting Package: Police patrol

Asset being replaced: Asset #: N/A Year: _____ Make: _____ Model: _____ Odometer: _____

Days and hours Asset will be used: 24 / 7

What is the estimated annual usage? Mileage: 15,000 Hours: 1,000

Will this be a take-home vehicle? ☒ Yes ☐ No

Work assignment: Police patrol

Example: Crew Truck, Inspector, Supervisor, etc.

Describe the activities/tasks that will be performed with the requested asset:

Police patrol

Type of loads routinely carried: _____

Frequency of load carried: _____

Example: 3-4 times/week, 1-5 times/month, 1-4 times/year, etc.

Will this vehicle be pulling a trailer? ☒ Yes ☐ No

Size of trailer and load: Small

Frequency of towing: 1-4 times / year

Example: 3-4 times/week, 1-5 times/month, 1-4 times/year, etc.

Will this vehicle be snow plowing? ☐ Yes ☒ No

Special Instructions:

New sworn FTE allocation added in FY25; vehicle not yet ordered

VEHICLE AND EQUIPMENT REQUEST FORM

Department/Division: Police Date: 05/29/2025

Requested By: Stromberg

Type of Vehicle/Equipment being requested: Ford F-150 XLT

Select the appropriate boxes:

☐ Extended Cab ☒ Crew Cab ☒ Short Bed ☐ Long Bed

☒ Bed Liner ☒ Tow Package ☒ Gasoline ☐ Diesel

Upfitting Package: Police detective / admin

Asset being replaced: Asset #: N/A Year: _____ Make: _____ Model: _____ Odometer: _____

Days and hours Asset will be used: 24 / 7

What is the estimated annual usage? Mileage: 15,000 Hours: 1,000

Will this be a take-home vehicle? ☒ Yes ☐ No

Work assignment: Police detective / admin

Example: Crew Truck, Inspector, Supervisor, etc.

Describe the activities/tasks that will be performed with the requested asset:

Police detective / admin

Type of loads routinely carried: _____

Frequency of load carried: _____

Example: 3-4 times/week, 1-5 times/month, 1-4 times/year, etc.

Will this vehicle be pulling a trailer? ☒ Yes ☐ No

Size of trailer and load: Small

Frequency of towing: 1-4 times / year

Example: 3-4 times/week, 1-5 times/month, 1-4 times/year, etc.

Will this vehicle be snow plowing? ☐ Yes ☒ No

Special Instructions:

New sworn FTE allocation added in FY25; vehicle not yet ordered

VEHICLE AND EQUIPMENT REQUEST FORM

Department/Division: Police Date: 05/29/2025

Requested By: Stromberg

Type of Vehicle/Equipment being requested: Ford F-150 XLT

Select the appropriate boxes:

☐ Extended Cab ☒ Crew Cab ☒ Short Bed ☐ Long Bed

☒ Bed Liner ☒ Tow Package ☒ Gasoline ☐ Diesel

Upfitting Package: Police detective

Asset being replaced: Asset #: #HPD110 Year: 2018 Make: Ford Model: Expedition Odometer: 89,458

Days and hours Asset will be used: 24 / 7

What is the estimated annual usage? Mileage: 15,000 Hours: 1,000

Will this be a take-home vehicle? ☒ Yes ☐ No

Work assignment: Police detective / admin

Example: Crew Truck, Inspector, Supervisor, etc.

Describe the activities/tasks that will be performed with the requested asset:

Police detective / admin

Type of loads routinely carried: _____

Frequency of load carried: _____

Example: 3-4 times/week, 1-5 times/month, 1-4 times/year, etc.

Will this vehicle be pulling a trailer? ☒ Yes ☐ No

Size of trailer and load: Small

Frequency of towing: 1-4 times / year

Example: 3-4 times/week, 1-5 times/month, 1-4 times/year, etc.

Will this vehicle be snow plowing? ☐ Yes ☒ No

Special Instructions:

Estimated point value prior to fleet evaluation: 26

VEHICLE AND EQUIPMENT REQUEST FORM

Department/Division: Police Date: 05/29/2025

Requested By: Stromberg

Type of Vehicle/Equipment being requested: Ford F-150 XLT

Select the appropriate boxes:

☐ Extended Cab ☒ Crew Cab ☒ Short Bed ☐ Long Bed
☒ Bed Liner ☒ Tow Package ☒ Gasoline ☐ Diesel

Upfitting Package: Police detective / admin

Asset being replaced: Asset #: #HPD111 Year: 2018 Make: Ford Model: Expedition Odometer: 80,379

Days and hours Asset will be used: 24 / 7

What is the estimated annual usage? Mileage: 15,000 Hours: 1,000

Will this be a take-home vehicle? ☒ Yes ☐ No

Work assignment: Police detective / admin

Example: Crew Truck, Inspector, Supervisor, etc.

Describe the activities/tasks that will be performed with the requested asset:

Police detective / admin

Type of loads routinely carried: _____

Frequency of load carried: _____

Example: 3-4 times/week, 1-5 times/month, 1-4 times/year, etc.

Will this vehicle be pulling a trailer? ☒ Yes ☐ No

Size of trailer and load: Small

Frequency of towing: 1-4 times / year

Example: 3-4 times/week, 1-5 times/month, 1-4 times/year, etc.

Will this vehicle be snow plowing? ☐ Yes ☒ No

Special Instructions:

Estimated point value prior to fleet evaluation: 26

VEHICLE AND EQUIPMENT REQUEST FORM

Department/Division: POLICE Date: 05/29/2025

Requested By: STROMBERG

Type of Vehicle/Equipment being requested: Ford F-150 Responder

Select the appropriate boxes:

☐ Extended Cab ☒ Crew Cab ☒ Short Bed ☐ Long Bed
☒ Bed Liner ☒ Tow Package ☒ Gasoline ☐ Diesel

Upfitting Package: POLICE PATROL

Asset being replaced: Asset #: HPD135 Year: 2018 Make: Ford Model: F-150 Odometer: 66,600

Days and hours Asset will be used: 24 / 7

What is the estimated annual usage? Mileage: 15,000 Hours: 1,000

Will this be a take-home vehicle? ☒ Yes ☐ No

Work assignment: POLICE PATROL

Example: Crew Truck, Inspector, Supervisor, etc.

Describe the activities/tasks that will be performed with the requested asset:

POLICE PATROL

Type of loads routinely carried: _____

Frequency of load carried: _____

Example: 3-4 times/week, 1-5 times/month, 1-4 times/year, etc.

Will this vehicle be pulling a trailer? ☒ Yes ☐ No

Size of trailer and load: SMALL

Frequency of towing: 1-4 TIMES/YEAR

Example: 3-4 times/week, 1-5 times/month, 1-4 times/year, etc.

Will this vehicle be snow plowing? ☐ Yes ☒ No

Special Instructions:

Estimated total points prior to fleet evaluation: 25

VEHICLE AND EQUIPMENT REQUEST FORM

Department/Division: Police Date: 05/29/2025

Requested By: Stromberg

Type of Vehicle/Equipment being requested: Ford F-150 Responder

Select the appropriate boxes:

☐ Extended Cab ☒ Crew Cab ☒ Short Bed ☐ Long Bed

☒ Bed Liner ☒ Tow Package ☒ Gasoline ☐ Diesel

Upfitting Package: Police Patrol

Asset being replaced: Asset #: HPD136 Year: 2018 Make: Ford Model: F-150 Odometer: 55,040

Days and hours Asset will be used: 24 / 7

What is the estimated annual usage? Mileage: 15,000 Hours: 1,000

Will this be a take-home vehicle? ☒ Yes ☐ No

Work assignment: Police patrol

Example: Crew Truck, Inspector, Supervisor, etc.

Describe the activities/tasks that will be performed with the requested asset:

Police patrol

Type of loads routinely carried: _____

Frequency of load carried: _____

Example: 3-4 times/week, 1-5 times/month, 1-4 times/year, etc.

Will this vehicle be pulling a trailer? ☒ Yes ☐ No

Size of trailer and load: Small

Frequency of towing: 1-4 times / year

Example: 3-4 times/week, 1-5 times/month, 1-4 times/year, etc.

Will this vehicle be snow plowing? ☐ Yes ☒ No

Special Instructions:

Estimated point value prior to fleet evaluation: 22 + engine hours (10)

VEHICLE AND EQUIPMENT REQUEST FORM

Department/Division: Police Date: 05/29/2025

Requested By: Stromberg

Type of Vehicle/Equipment being requested: Ford F-150 XLT

Select the appropriate boxes:

☐ Extended Cab ☒ Crew Cab ☒ Short Bed ☐ Long Bed

☒ Bed Liner ☒ Tow Package ☒ Gasoline ☐ Diesel

Upfitting Package: Police detective / admin

Asset being replaced: Asset #: HPD137 Year: 2018 Make: Ford Model: F-150 Odometer: 101,607

Days and hours Asset will be used: 24 / 7

What is the estimated annual usage? Mileage: 15,000 Hours: 1,000

Will this be a take-home vehicle? ☒ Yes ☐ No

Work assignment: Police detective / admin

Example: Crew Truck, Inspector, Supervisor, etc.

Describe the activities/tasks that will be performed with the requested asset:

Police detective / admin

Type of loads routinely carried: _____

Frequency of load carried: _____

Example: 3-4 times/week, 1-5 times/month, 1-4 times/year, etc.

Will this vehicle be pulling a trailer? ☒ Yes ☐ No

Size of trailer and load: Small

Frequency of towing: 1-4 times / year

Example: 3-4 times/week, 1-5 times/month, 1-4 times/year, etc.

Will this vehicle be snow plowing? ☐ Yes ☒ No

Special Instructions:

Estimated point value prior to fleet evaluation: 26

VEHICLE AND EQUIPMENT REQUEST FORM

Department/Division: Police Date: 05/29/2025

Requested By: Stromberg

Type of Vehicle/Equipment being requested: Ford F-150 Responder

Select the appropriate boxes:

☐ Extended Cab ☒ Crew Cab ☒ Short Bed ☐ Long Bed
☒ Bed Liner ☒ Tow Package ☒ Gasoline ☐ Diesel

Upfitting Package: Police patrol

Asset being replaced: Asset #: HPD151 Year: 2019 Make: Ford Model: F-150 Odometer: 82,030

Days and hours Asset will be used: 24 / 7

What is the estimated annual usage? Mileage: 15,000 Hours: 1,000

Will this be a take-home vehicle? ☒ Yes ☐ No

Work assignment: Police patrol

Example: Crew Truck, Inspector, Supervisor, etc.

Describe the activities/tasks that will be performed with the requested asset:

Police patrol

Type of loads routinely carried: _____

Frequency of load carried: _____

Example: 3-4 times/week, 1-5 times/month, 1-4 times/year, etc.

Will this vehicle be pulling a trailer? ☒ Yes ☐ No

Size of trailer and load: Small

Frequency of towing: 1-4 times / year

Example: 3-4 times/week, 1-5 times/month, 1-4 times/year, etc.

Will this vehicle be snow plowing? ☐ Yes ☒ No

Special Instructions:

Estimated point value prior to fleet evaluation: 24

HERRIMAN, UTAH

RESOLUTION NO. R -2025

**A RESOLUTION OF THE HERRIMAN CITY COUNCIL
APPROVING AN AMENDMENT TO THE 2026
FISCAL YEAR BUDGET**

WHEREAS, the Herriman City Council ("Council") met in regular meeting on June 25, 2025, to consider, among other things, approving an amendment to the 2026 fiscal year budget; and

WHEREAS, the Council has determined it necessary to amend the budget to reflect various changes; and

WHEREAS, the Council determines that the amendments presented to the Council are necessary and appropriate.

NOW, THEREFORE, BE IT RESOLVED by the Council that the budget for the period of July 1, 2025, through June 30, 2026, is hereby amended as set forth on the attached amended budget.

This Resolution, shall take effect immediately upon passage and acceptance as provided herein.

PASSED AND APPROVED by the Council of Herriman, Utah, this 25th day of June, 2025.

HERRIMAN CITY COUNCIL

By: _____
Mayor Lorin Palmer

ATTEST: _____
Jackie Nostrom, MMC
City Recorder



STAFF REPORT

DATE: June 13, 2025

TO: The Honorable Mayor and City Council

FROM: Kyle Maurer, Director of Finance and Administrative Services

SUBJECT: Public hearing and consideration of a Resolution for proposed compensation increases for specific City officers

RECOMMENDATION:

Staff recommends approval of the Resolution.

ISSUE BEFORE COUNCIL:

Section 10-3-818 of Utah State Code requires a public hearing for compensation increases tied to specified municipal elected and statutory officers.

ALIGNMENT WITH STRATEGIC PLAN:

N/A

BACKGROUND/SUMMARY:

During the 2024 General Session, the Utah State Legislature passed Senate Bill 91. This bill requires a municipal governing body proposing a compensation increase for specified officers to hold a public hearing on the proposed increase.

DISCUSSION:

Proposed compensation adjustments are included as “Exhibit A” to the Resolution. A Cost of Living Adjustment of 2.90% and a merit increase of 0.50% is being proposed for covered positions. This is the same amount proposed for all City employees. In addition, 12 market adjustments are proposed for positions that are currently out of market.

ALTERNATIVES:

The City Council may choose to not accept or change any of the proposed increases.

FISCAL IMPACT:

Fiscal impacts have been included in the fiscal year 2026 adopted budget, along with the June 25, 2025 fiscal year 2026 proposed budget amendments.

ATTACHMENTS:
Resolution

HERRIMAN, UTAH

RESOLUTION NO. R -2025

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HERRIMAN, UTAH, STATING PROPOSED
COMPENSATION INCREASES FOR SPECIFIC CITY OFFICERS**

WHEREAS, the Utah State Legislature during the 2024 General Session passed S.B. 91; and

WHEREAS, S.B. 91 amended Utah Code Section 10-3-818 regarding City employee salaries; and

WHEREAS, the City must now hold a public hearing on proposed compensation increases for executive municipal officers before adopting those increases; and

WHEREAS, the Herriman City Council finds that stating the proposed compensation increases as set forth in this Resolution will comply with Utah Code requirements and will promote the public health, safety, and welfare of the residents of the City of Herriman.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HERRIMAN, UTAH:

SECTION 1. Proposed Compensation Increases. The attached Exhibit A contains compensation increases proposed for inclusion in the upcoming City budget.

SECTION 2. Effective Date. This Resolution shall become effective immediately upon passage.

PASSED AND APPROVED by the Council of Herriman, Utah, this 25th day of June, 2025.

HERRIMAN CITY COUNCIL

By: _____
Mayor Lorin Palmer

ATTEST: _____
Jackie Nostrom, MMC
City Recorder

Exhibit A

Title	Market Adjustment	Cost of Living Adjustment	Merit Adjustment	Proposed Total Percentage Increase
City Manager		2.90%	0.50%	3.40%
Assistant City Manager		2.90%	0.50%	3.40%
City Attorney	3.00%	2.90%	0.50%	6.40%
Prosecuting/ Assistant City Attorney	5.00%	2.90%	0.50%	8.40%
Human Resources Manager		2.90%	0.50%	3.40%
Court Administrator		2.90%	0.50%	3.40%
Customer Service Supervisor	6.00%	2.90%	0.50%	9.40%
Director of Finance and Administrative Services	5.00%	2.90%	0.50%	8.40%
City Treasurer		2.90%	0.50%	3.40%
Deputy Director of Administrative Services	5.00%	2.90%	0.50%	8.40%
Public Works Director		2.90%	0.50%	3.40%
Director of Operations		2.90%	0.50%	3.40%
Streets Manager		2.90%	0.50%	3.40%
IT & Communications Director	5.00%	2.90%	0.50%	8.40%
Communications Manager	5.00%	2.90%	0.50%	8.40%
Deputy Director of Parks, Recreation, and Events	5.00%	2.90%	0.50%	8.40%
Events Manager	5.00%	2.90%	0.50%	8.40%
City Engineer	5.00%	2.90%	0.50%	8.40%
Deputy City Engineer	3.00%	2.90%	0.50%	6.40%
Public Utilities Engineering Manager		2.90%	0.50%	3.40%
Public Works Inspector Supervisor		2.90%	0.50%	3.40%
Community Development Director		2.90%	0.50%	3.40%
GIS Manager		2.90%	0.50%	3.40%
Director of Planning		2.90%	0.50%	3.40%
Planning Manager		2.90%	0.50%	3.40%
Police Chief		2.90%	0.50%	3.40%
Deputy Police Chief		2.90%	0.50%	3.40%
Police Commander		2.90%	0.50%	3.40%
Police Commander		2.90%	0.50%	3.40%
Animal Services Supervisor		2.90%	0.50%	3.40%
Chief Building Official		2.90%	0.50%	3.40%
Assistant Building Official	5.00%	2.90%	0.50%	8.40%
Assistant Building Official		2.90%	0.50%	3.40%
Water Operations Manager		2.90%	0.50%	3.40%



STAFF REPORT

DATE: June 11, 2025

TO: The Honorable Mayor and City Council

FROM: Bryce Terry, City Engineer

SUBJECT: Consideration to Approve Construction Contract for the Main Street Turf Conversion Project.

RECOMMENDATION:

It is recommended to award the contract for the Main Street Turf Conversion Project to Christensen Ready Mix, as outlined in Option 1.

ISSUE BEFORE COUNCIL:

Should the city council approve the proposed construction contract with Christensen Ready Mix for the Main Street Turf Conversion?

ALIGNMENT WITH STRATEGIC PLAN:

QL5 – Maintenance Quality

ES 7 – Consistent, safe, and reliable utility services

BACKGROUND/SUMMARY:

This project is listed in the Capital Improvement Plan (CIP) as project number 0170-00 and is in the 2026 fiscal budget for \$819,600. \$600,000 from the General Fund and \$219,600 from a Jordan Valley Water Conservancy District grant. As shown in Exhibit A, the anticipated expenses for the project, including owner's contingency, are within budget.

The intent of this project is to remove the existing grass turf in the Main Street median between Rosecrest Road and Herriman Boulevard, as well as in the park strip on the east side of Main Street from the dog park to Herriman Boulevard, and replace it with water-efficient landscaping. The spray-irrigated turf will be replaced with drip-irrigated rock mulch planters, while preserving existing trees. This project will help Herriman City meet the water efficiency goals set by the Jordan Valley Water Conservancy District while reducing runoff and water spray onto the road, thereby preserving Main Street's pavement.

City staff publicly solicited bids from contractors starting on May 19, 2025, and bids were received from five (5) bidders at closing of the bid on June 10th, 2025, at 11:30 am. Table 1 shown on page 2 summarizes the bid results.

Table 1. Bid Results Summary

Contractor	Bid
Christensen Ready Mix	\$468,490.00
ACE Landscape	\$686,222.54
Marathon Maintenance	\$725,000.00
TerraWorks, Inc.	\$728,743.00
Utah Landscape Construction	\$828,985.00

DISCUSSION:

City staff has performed a due diligence review of the lowest bidder and found the following:

1. The bidder has an active general contractor's license with the Utah State Division of Professional Licensing, i.e. E100 – General Engineering Qualifier and B100 – General Building Qualifier.
2. The bidder provided adequate job experience that are comparable to the project.
3. References on prior projects indicate that the bidder will be capable of providing the level of service required by the city.
4. There were no apparent math or any errors in the bid quantity.

In accordance with city operating procedure, payment and performance bond and proof of insurance will be required prior to issuing Notice to Proceed (NTP).

FISCAL IMPACT:

As outlined in the attached Project Budget Analysis, the total project cost, including the construction contract and owner's contingency, will be \$638,660.

ALTERNATIVES:

Option 1 – Award the construction contract to Christensen Ready Mix.

Option 2 – Reject all bids and re-bid at a later date.

Herriman City Capital Project Budget Analysis Form



Date: June 11, 2025
Project Name: Main Street Turf Conversion Project

		Current Expenditure 6/11/2025	Future Projected Expenditure	Total Expenditure
Design Phase				
Design Engineer:	GBrown Design	\$ 22,020.00	\$ 7,050.00	\$ 29,070.00
Construction Phase				
Contractor:	Christensen Ready Mix		\$ 468,490.00	\$ 468,490.00
Owners Contingency (~30%)			\$ 141,000.00	\$ 141,000.00
Miscellaneous Costs				
Advertisement	Public Notification (approx.)	\$ 100.00		\$ 100.00
TOTAL		\$ 22,120.00	\$ 616,540.00	\$ 638,660.00

Budgeted Funds			
FY 2024/25	General Fund - Design	\$	20,000.00
FY 2024/25	JVWCD Grant - Design	\$	17,442.00
FY 2025/26	General Fund - Construction	\$	600,000.00
FY 2025/26	JVWCD Grant - Construction	\$	219,600.00
Total =		\$	857,042.00



STAFF REPORT

DATE: June 12, 2025

TO: The Honorable Mayor and City Council

FROM: Jonathan Bowers, Engineer of Public Utilities

SUBJECT: Consideration to Approve Construction Contract for the City Hall Landscape Planter Retrofit.

RECOMMENDATION:

It is recommended to award the City Hall Landscape Planter Retrofit construction contract to Strong Solutions, LLC, as outlined in Option 1.

ISSUE BEFORE COUNCIL:

Should the city council approve the proposed construction contract with Strong Solutions, LLC for the City Hall Landscape Planter Retrofit project?

ALIGNMENT WITH STRATEGIC PLAN:

QL5 – Maintenance Quality

ES 7 – Consistent, safe, and reliable utility services

BACKGROUND/SUMMARY:

This project is listed in the Capital Improvement Plan (CIP) as project number 0151-00 and is reflected in the budget for \$442,500 and \$75,000, for fiscal years 2025 and 2026 respectively, in the Stormwater Enterprise Fund. This report represents a construction contract for one of two projects that are planned to utilize these funds and budget. The other project is called the Autumn Dusk and Butterfield Detention Ponds Retrofit. Both contracts are retrofit projects that facilitate the compliance with the city stormwater permit with the State Division of Water Quality (DWQ).

A portion of the project is funded by the Environmental Protection Agency's (EPA) Sewer Overflow and Stormwater Reuse Municipal Grants Program (OSG Funds). Funds from the EPA were awarded to the state DWQ and Herriman City is the sub-recipient of these funds for this project. The OSG Funds will contribute \$114,370, whereas the budgeted local funds from the Stormwater Enterprise Fund sum up to \$517,500 for both retrofit projects. See the attached Project Budget Analysis in Exhibit A.

The intent of this project is to remove the existing landscaping and install water wise landscaping in this space with a new filtration basin to accept and clean runoff from the city hall roof and the parking lot. This will clean the runoff prior to discharging into the public stormwater system and eventually waters of the state. Figure 1 below is an excerpt from the landscape plans for reference.

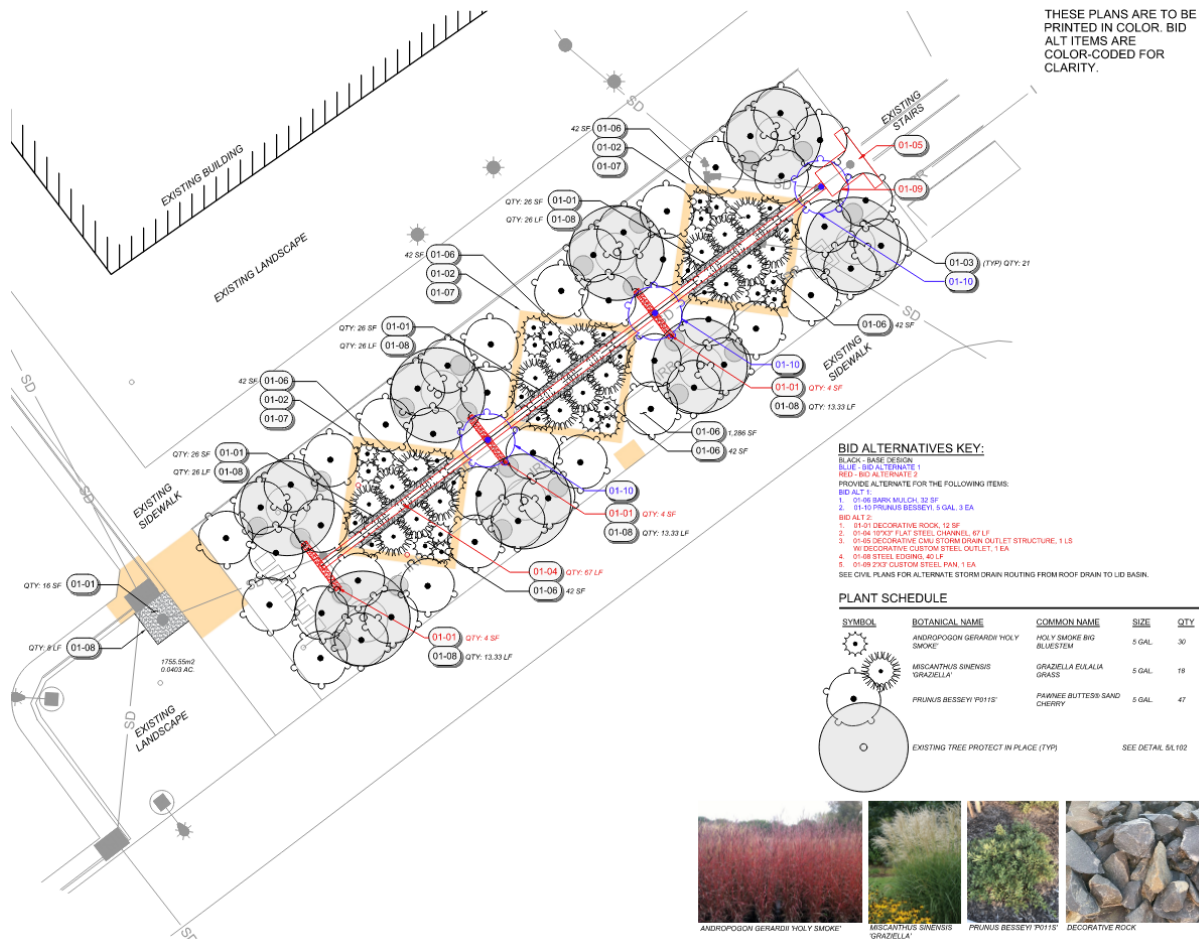


Figure 1. Landscape Plan of the Retrofit Project

An additional purpose and component of the project is to educate the public about the improvement and the importance of water quality of runoff before it is discharged to the public system and waters of the state. As a result, the improved/retrofit planter will be in the public eye and highlights the importance of an aesthetically pleasing design and final product when improved.

City staff publicly solicited bids from contractors starting on May 27th, 2025 and bids were received from three (3) bidders at closing of the bid on June 12th, 2025 at 3:00 pm. Table 1 shown below summarizes the bid results.

Table 1. Bid Results Summary

Contractor	Bid Amount
Strong Solutions, LLC	\$266,201.50
Marathon Maintenance, Inc	\$285,583.37
VanCon, Inc	\$334,746.00

DISCUSSION:

City staff has performed a due diligence review of the lowest bidder and found the following:

1. The bidder has an active general contractor's license with the Utah State Division of Professional Licensing, i.e. E100 – General Engineering Qualifier.
2. The bidder provided adequate job experience that are comparable to the project.
3. References on prior projects indicate that the bidder will be capable of providing the level of service required by the city.
4. They have provided adequate documentation of providing the Six Good Faith Efforts during the bidding process for Disadvantaged Business Enterprise (DEB). This is required by the EPA and the state DWQ for the OSG funds.

In accordance with city standard operating procedure, payment and performance bonds and proof of insurance will be required prior to issuing a Notice to Proceed (NTP).

Herriman City staff has submitted the proposed bid award to the DWQ with a letter of recommendation, based on staff's due diligence review of Strong Solutions' bid. The DWQ has indicated that Herriman City may proceed with awarding the project to Strong Solutions as proposed at the City Council's discretion.

FISCAL IMPACT:

As outlined in the attached Project Budget Analysis, the budgeted funds, \$631,066, will suffice to cover the cost of the project, including, but not limited to, the construction contract and owner's contingency.

ALTERNATIVES:

Option 1 (recommended)– Award the construction contract to Strong Solutions, LLC.

Option 2 – Reject all bids and re-bid at a later date.

ATTACHMENTS

Exhibit A : Project Budget Analysis

Herriman City

Capital Project Budget Analysis Form



Date: June 12, 2025
Project Name: Stormwater Retrofit Projects

		Current Expenditure	Future Projected Expenditure	Total Expenditure
Design Phase				
Design Engineer:	AE2S (City Hall Retrofit)	-	\$ -	\$ 57,376.00
	JDE (Detention Ponds Retrofit)	-	-	\$ 38,690.00
Construction Phase				
Contractor (City Hall Retrofit):	Strong Solutions, LLC		\$	266,201.50
Contractor (Basins Retrofit)	Strong Solutions, LLC		\$	222,972.40
Owners Contingency (~9%)			\$	45,000.00
Miscellaneous Costs				
		-		\$ -
		\$ -	-	\$ -
TOTAL				
		\$ -	\$ -	\$ 630,239.90

Budgeted Funds				
FY2025	Stormwater Enterprise Funds		\$	442,500.00
FY2026	Stormwater Enterprise Funds		\$	75,000.00
Grant	OSG Funds		\$	114,370.00
			Total =	\$ 631,870.00



STAFF REPORT

DATE: June 12, 2025

TO: The Honorable Mayor and City Council

FROM: Jonathan Bowers, Engineer of Public Utilities

SUBJECT: Consideration to Approve Construction Contract for the Autumn Dusk and Butterfield Detention Pond Retrofit Projects

RECOMMENDATION:

It is recommended to award the Autumn Dusk and Butterfield Pond construction contract to Strong Solutions, LLC, as outlined in Option 1.

ISSUE BEFORE COUNCIL:

Should the city council approve the proposed construction contract with Strong Solutions, LLC for the Autumn Dusk and Butterfield Detention Pond Retrofit Projects?

ALIGNMENT WITH STRATEGIC PLAN:

QL5 – Maintenance Quality

ES 7 – Consistent, safe, and reliable utility services

BACKGROUND/SUMMARY:

This project is listed in the Capital Improvement Plan (CIP) as project number 0151-00 and is reflected in the budget for \$442,500 and \$75,000, for fiscal years 2025 and 2026 respectively, in the Stormwater Enterprise Fund. This report represents a construction contract for one of two projects that are planned to utilize these funds and budget. The other project is called the City Hall Landscape Planter Retrofit. Both contracts are retrofit projects that facilitate compliance with the city's stormwater permit with the State Division of Water Quality (DWQ).

A portion of the project is funded by the Environmental Protection Agency's (EPA) Sewer Overflow and Stormwater Reuse Municipal Grants Program (OSG Funds). Funds from the EPA were awarded to the state DWQ and Herriman City is the sub-recipient of these funds for this project. The OSG Funds will contribute \$114,370, whereas the budgeted local funds from the Stormwater Enterprise Fund sum up to \$517,500 for both retrofit projects. See the attached Project Budget Analysis in Exhibit A.

The intent of this project is to add an infiltration basin forebay in the existing detention basin that will ensure infiltration of the tributary runoff prior to discharging into the Rose Creek and Butterfield Creek. This will minimize contaminants, maintaining the quality of the creeks. Figures 1 and 2, below, are excerpts of Autumn Dusk and Butterfield Ponds respectively.

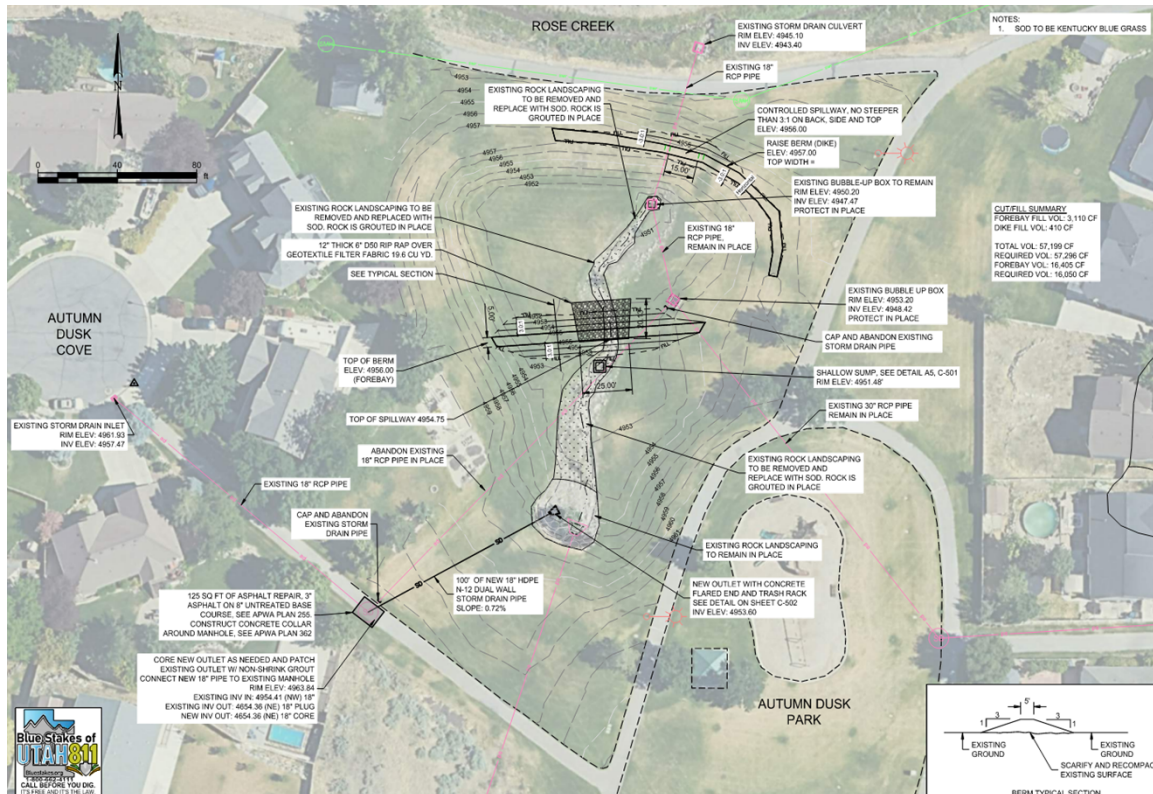


Figure 1. Excerpt from the Autumn Dusk Detention Pond Retrofit Plan

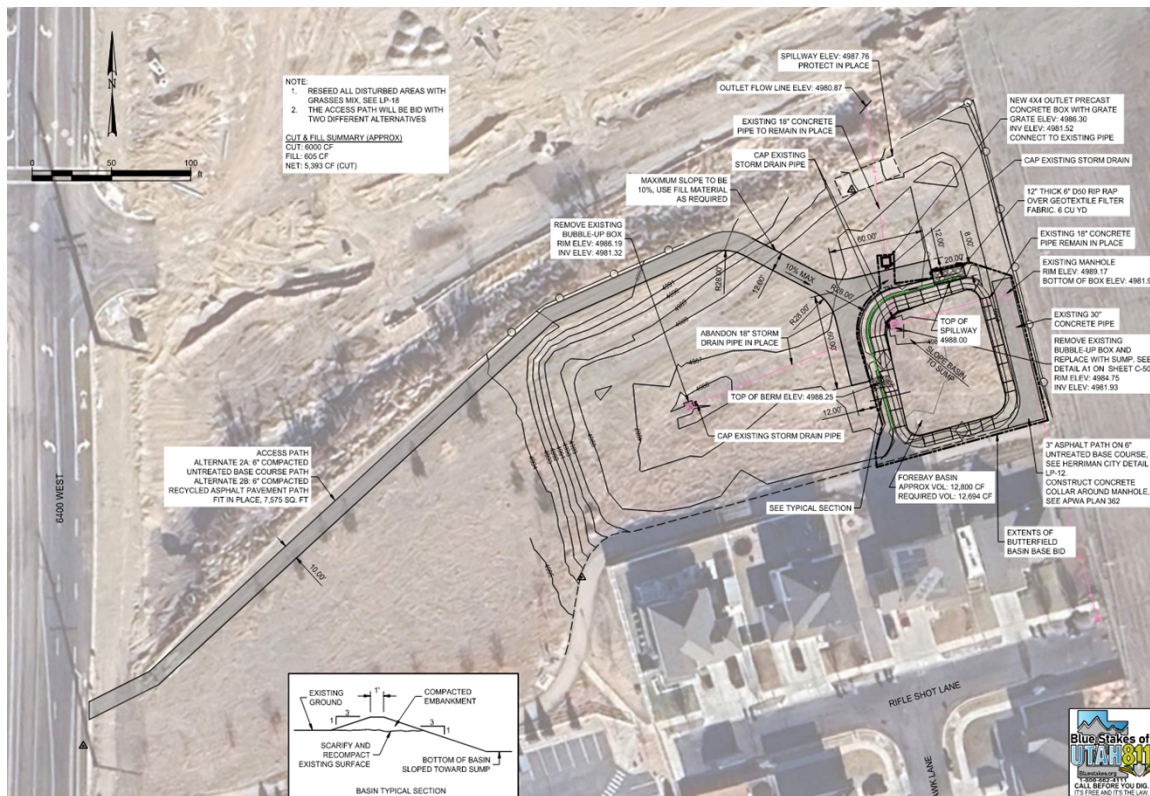


Figure 2. Excerpt from the Butterfield Creek Detention Pond Retrofit Plan

City staff publicly solicited bids from contractors starting on May 27th, 2025 and bids were received from five (5) bidders at closing of the bid on June 12th, 2025 at 3:30 pm. Table 1 shown below summarizes the bid results.

Table 1. Bid Results Summary

Contractor	Bid Amount
Strong Solutions, LLC	\$222,972.40
Lyndon Jones, Inc	\$276,543.55
Newman Construction, Inc	\$292,993.00
VanCon, Inc	\$350,047.00
Beck Construction & Ex.	\$418,971.60

DISCUSSION:

City staff has performed a due diligence review of the lowest bidder and found the following:

1. The bidder has an active general contractor's license with the Utah State Division of Professional Licensing, i.e. E100 – General Engineering Qualifier.
2. The bidder provided adequate job experience that are comparable to the project.

3. References on prior projects indicate that the bidder will be capable of providing the level of service required by the city.
4. They have provided adequate documentation of providing the Six Good Faith Efforts during the bidding process for Disadvantaged Business Enterprise (DBE). This is required by the EPA and the state DWQ for the OSG funds.

In accordance with city standard operating procedure, payment and performance bonds and proof of insurance will be required prior to issuing a Notice to Proceed (NTP).

Herriman City staff has submitted the proposed bid award to the DWQ with a letter of recommendation, based on staff's due diligence review of Strong Solutions' bid. The DWQ has indicated that Herriman City may proceed with awarding the project to Strong Solutions as proposed at the City Council's discretion.

FISCAL IMPACT:

As outlined in the attached Project Budget Analysis, the budgeted funds, \$631,066, will suffice to cover the cost of the project, including, but not limited to, the construction contract and owner's contingency.

ALTERNATIVES:

Option 1 (recommended)– Award the construction contract to Strong Solutions, LLC.

Option 2 – Reject all bids and re-bid at a later date.

Herriman City

Capital Project Budget Analysis Form



Date: June 12, 2025
Project Name: Stormwater Retrofit Projects

		Current Expenditure	Future Projected Expenditure	Total Expenditure
Design Phase				
Design Engineer:	AE2S (City Hall Retrofit)	-	\$ -	\$ 57,376.00
	JDE (Detention Ponds Retrofit)	-	-	\$ 38,690.00
Construction Phase				
Contractor (City Hall Retrofit):	Strong Solutions, LLC		\$	266,201.50
Contractor (Basins Retrofit)	Strong Solutions, LLC		\$	222,972.40
Owners Contingency (~9%)			\$	45,000.00
Miscellaneous Costs				
		-		\$ -
		\$ -	-	\$ -
TOTAL				
		\$ -	\$ -	\$ 630,239.90

Budgeted Funds				
FY2025	Stormwater Enterprise Funds		\$	442,500.00
FY2026	Stormwater Enterprise Funds		\$	75,000.00
Grant	OSG Funds		\$	114,370.00
			Total =	\$ 631,870.00



CITY COUNCIL MINUTES

Wednesday, April 23, 2025

Awaiting Formal Approval

The following are the minutes of the City Council meeting of the Herriman City Council. The meeting was held on **Wednesday, April 23, 2025, at 5:30 p.m.** in the Herriman City 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 Lorin Palmer

Councilmembers Present: Jared Henderson, Teddy Hodges, Steven Shields

Councilmembers Excused: Sherrie Ohrn

Staff Present: City Manager Nathan Cherpeski, Assistant City Manager Wendy Thomas, City Recorder Jackie Nostrom, Finance Director Kyle Maurer, City Attorney Todd Sheeran, Communications Manager Jonathan LaFollette, Community Development Director Blake Thomas, Deputy Chief of Police Cody Stromberg, City Engineer Bryce Terry, Management Analyst Trevor Ram, Public Works Director Justun Edwards, Building Official Cathryn Nelson, and City Planner Michael Maloy, Police Chief Troy Carr, and Economic Development Coordinator Sandra Llewellyn.

5:30 PM – WORK MEETING: (Fort Herriman Conference Room)

1. Council Business

Mayor Lorin Palmer called the meeting to order at 5:31 p.m. and excused Councilmember Sherrie Ohrn.

1.1. Review of this Evening's Agenda

The Council and staff briefly reviewed the agenda. Mayor Palmer noted item 2.2 would be discussed first.

1.2. Future Agenda Items

Councilmember Jared Henderson asked if it would be possible to have the post office drop box be relocated to Herriman City Hall. Community Development Director Blake Thomas indicated he would work with the post office to see if it could be relocated.

Mayor Palmer noted there would be a special City Council meeting on May 15, 2025, and asked if all members of the Council could attend. The Council confirmed.

1.3. Council discussion of future citizen recognitions

Mayor Palmer noted it would be Councilmember Shields' last meeting.

2. Administrative Reports

2.1. Discussion and Review of Land Exchanges, Amendments and Rezones to Facilitate the Proposed Location of a Regional Park or Athletic Complex – Wendy Thomas, Assistant City Manager

Assistant City Manager Wendy Thomas presented the proposed land exchanges and amendments for the regional park/athletic complex project. This included a recommendation to change the Walker Property zoning from R-2-10 to R-1-10, eliminating the multifamily aspect and allowing for a maximum of 113 single-family homes. She noted the developers' expressed concerns about setback and window trim suggestions. Discussions were also held regarding the fencing and landscaping along 5600 West. An amendment to the Olympia Master Development Agreement was proposed to revise off-site transportation obligations for seven acres and increase residential units by 150. The completion of the Creek Ridge Master Development Agreement was pending, and Council approval will depend on this agreement. The Creek Ridge Cove project proposed up to 57 single-family homes, and the Big Bend Cove development is planned for a smaller 2.5-acre area without sidewalks or park strips. The Public Infrastructure District Amendment incorporated Sorrento into the annexation area for funding remediation and aligns with legislative changes. Discussions also covered landscaping enforcement, telecommunications easements, and HOA roles in maintaining open spaces. It was agreed that landscaping must be completed within nine months after obtaining a certificate of occupancy, monitored by HOA CC&Rs. Councilmember Shields emphasized the need for a comprehensive final review to ensure all changes and agreements were correctly documented.

2.2. Quarterly Economic Development Update – Sandra Llewellyn, Economic Development Coordinator

Economic Development Coordinator Sandra Llewellyn provided an update on economic development, highlighting that commercial business licenses had increased by six since the last update, bringing the total to 224, and home occupation licenses had risen by 20, reaching 1,137. New business openings included Kinetic Pilates, Premier Pickleball at Anthem, a nail bar at Academy Village, and the Tea Station restaurant and bar. A preconstruction meeting for the hotel project had taken place, and the project was advancing with recent updates to the building plans. Additionally, an RV dealer planned a sales event for May 16-19 in the automobile area, which would necessitate the partial closure of Hallowell Drive. Paving work was being carried out on the entrance off Mountain View in Miller Crossing, with signage and striping scheduled by May 6th. The Council expressed excitement over the progress in economic development.

Councilmember Shields moved to temporarily recess the City Council work meeting to convene in a closed session to discuss the pending or reasonable imminent litigation, and the purchase, exchange, or lease of real property, as provided by Utah Code Annotated §52-4-205 at 6:24 p.m. Councilmember Hodges seconded the motion.

The vote was recorded as follows:

<i>Councilmember Jared Henderson</i>	<i>Aye</i>
<i>Councilmember Teddy Hodges</i>	<i>Aye</i>
<i>Councilmember Sherrie Ohrn</i>	<i>Absent</i>
<i>Councilmember Steven Shields</i>	<i>Aye</i>
<i>Mayor Lorin Palmer</i>	<i>Aye</i>

The motion passed unanimously with Councilmember Ohrn being absent.

The Council reconvened the work meeting at 6:37 p.m.

3. Adjournment

Councilmember Shields moved to adjourn the City Council work meeting at 6:37 p.m. Councilmember Hodges seconded the motion, and all voted aye.

7:00 PM – GENERAL MEETING:

4. Call to Order

Mayor Lorin Palmer called the meeting to order at 7:02 p.m. and excused Councilmember Sherrie Ohrn from the meeting.

4.1. Invocation/Thought/Reading and Pledge of Allegiance

Mr. Matt Basham led the audience in the Pledge of Allegiance.

4.2. City Council Comments and Recognitions

Councilmember Hodges expressed appreciation to staff for the snowplow appreciation luncheon held earlier.

Mayor Palmer announced that this meeting would be Councilmember Steven Shield's final meeting, as he and his family were relocating to the Houston, TX area for an employment opportunity. Mayor Palmer expressed appreciation for Councilmember Shields' 5.5 years of service to the community. The Council concurred.

Councilmember Shields offered farewell remarks, expressing gratitude for the opportunities he had during his service and pride in the accomplishments of the Council. He encouraged residents to stay engaged and help shape the future of Herriman. He thanked the Council, City staff, and his family for their support.

5. Public Comment

Amanda Axelson spoke in support of the Southwest Athletic complex. She noted that as a soccer coach, as well as a mother, there was a need for quality sports facilities in Herriman. She argued the complex would benefit the youth, create economic opportunities, and help Herriman keep pace with population growth.

Harmon Butterfield expressed concern about the road access from his property to the west of the proposed development. He worried the proposed street would not be wide enough to accommodate large trucks from his transportation business.

Bradley Stowell submitted an electronic comment opposing the athletic complex.

6. City Council Reports

6.1. Councilmember Jared Henderson

Councilmember Henderson provided an update on the Unified Fire Authority (UFA) budget. He reported that this year's increase would be 2.67% or about \$147,000, which was the smallest increase he has seen in his time on the Council. He explained his efforts over the years to reform UFA finances and remove Herriman from the Unified Fire Service Area taxing district, which has resulted in significant savings for taxpayers. Councilmember Henderson detailed changes to UFA's compensation model that have helped reduce cost increases. He emphasized the goal of finding a sustainable way to appropriately compensate firefighters while keeping costs manageable.

Councilmember Hodges reported on the South Valley Chamber Board meeting he attended that morning. He mentioned touring the new America First Ballpark in South Jordan and encouraged residents to attend games.

Councilmember Ohrn was excused from the meeting.

Councilmember Shields did not have a report.

There was no report.

8.1. Approval of the 2025 Arbor Day Proclamation – Wendy Thomas, Assistant City Manager

8.2. Consideration of an Interlocal Agreement with Salt Lake County to conduct the 2025 Herriman City municipal election – Jackie Nostrom, City Recorder

8.3. Consideration to Renew the Construction Contract for the 2025 Herriman Roadway Striping Project – Bryce Terry, City Engineer

8.4. Consideration to Renew Construction Contracts for 2025 Asphalt Patching and Crack Seal Services

8.5. Approval of a Resolution to form the Herriman Utah250 Community Committee – Wendy Thomas, Assistant City Manager

8.6. Consideration to Approve a Construction Contract for the 5600 West and 13400 South Secondary Waterlines Project

Councilmember Shields moved to approve the Consent Agenda as written. Councilmember Hodges seconded the motion.

Councilmember Jared Henderson Aye
Councilmember Teddy Hodges Aye

<i>Councilmember Sherrie Ohrn</i>	<i>Absent</i>
<i>Councilmember Steven Shields</i>	<i>Aye</i>
<i>Mayor Lorin Palmer</i>	<i>Aye</i>

The motion passed unanimously with Councilmember Ohrn absent.

9. Discussion and Action Items

- 9.1. Review and consider an ordinance to amend the Herriman City General Plan for ±18.05 acres located approximately at 5616 W 12900 South from “Civic and Community” to “Neighborhood Residential Two” to facilitate the development of single-family homes. (File No. G2024-075) – Michael Maloy, City Planner**

Agenda Items 9.1, 9.2, and 9.3 were discussed simultaneously

City Planner Michael Maloy presented the proposal to amend the general plan for the property known as the Walker property, located approximately at 5616 W 12900 South. This amendment is part of a larger strategic effort to facilitate an exchange of city-owned property for land suitable for the development of a regional park, athletic complex, or other public recreational use. The proposal would change the current general plan designation from "Civic and Community" to "Neighborhood Residential Two", permitting the potential development of single-family homes on the site.

City Planner Maloy highlighted the proposal would be to rezone the property from A-1-43 to R-2-10 and would also include a proposed Master Development Agreement to govern the terms of the future development, including density and design standards. He emphasized that the proposed agreement would allow for a maximum of 113 single-family detached units. Although the R-2-10 zone technically permitted attached housing, the developer had committed to detached single-family homes with a variety of lot sizes, including larger lots along the project's periphery to match the adjacent existing neighborhood.

City Planner Maloy indicated the agreement included infrastructure commitments, such as two points of access from Rose Crest Road and provisions for future road connections to undeveloped land to the west. Public roads running east-west through the site would conform to the City's 53-foot standard cross-section, while private roads running north-south would fall under the Homeowner's Association control. The Council raised concern about the adequacy of the narrower private streets, particularly regarding their capacity to support traffic generated. The also questioned whether the street width would adequately accommodate neighboring property owned by Mr. Butterfield, who has large trucks turning in and out of his property. In response, Community Development Director Blake Thomas clarified that the new roads would meet public standards, thus capable of handling truck traffic, with potential parking restrictions along certain sections to facilitate truck movement.

The Council deliberated on the telecommunications provisions within the proposed Master Development Agreement associated with the Walker property. The agreement would permit a private telecommunication easement within the Homeowners Association, intended to expire after 10 years, ensuring residents retain the flexibility to access competitive telecommunication services in the longer term.

City Planner Maloy highlighted the planning process undertaken for this proposal, which included a series of community meetings and a public hearing held by the Planning Commission. Notices were sent to the community ahead of these meetings to ensure public participation and input. In these hearings, various concerns and suggestions from the community were assessed, with the Planning Commission recommending approval of the general plan amendment with a 4:2 vote, they voted 4:2 to deny the zoning map amendment. The Planning Commission's primary concerns centered around the proposed R-2-10 zoning, which they felt was too dense and potentially misleading due to its allowance for attached housing. Some Commissioners favored a lower-intensity zone such as R-1-10 but felt unable to recommend a modified alternative within the process. The Planning Commission expressed support for the Master Development Agreement and asked that the City Council consider a compromise zone if they moved forward with the proposal.

City Planner Maloy reminded the Council that they had the legal authority to adopt a different zone, so long as it was of equal or lesser intensity than what had been noticed for public hearing. He clarified that the City was both the applicant and the property owner for the General Plan and Zoning amendment applications, while the developer, represented by Ryan Button, was a party to the Master Development Agreement.

Mayor Palmer opened the public comment portion of the meeting.

Harmon Butterfield expressed his concern about the adequacy of the road width, particularly as it relates to accessing his already-zoned commercial property. He noted the challenges of operating large trucks through high-density residential areas and stated that the proposed roads were not wide enough to accommodate commercial vehicle traffic. Additionally, he raised environmental concerns about the 60-acre parcel involved in the land exchange, citing potential contamination from lead and arsenic.

Mayor Palmer closed the public comment portion of the meeting.

Councilmember Henderson clarified a few key points regarding the concerns raised about road access and zoning. He explained that the area under discussion was not connected to any currently zoned commercial property, contrary to claims made. Specifically, the property owned by Mr. Butterfield, which was referenced as commercial, was actually zoned A-1-43,

not commercial. Councilmember Henderson noted that the business operating on that site was grandfathered in by Salt Lake County prior to the City's incorporation and is not currently zoned for commercial use. He acknowledged that there may be some confusion due to the presence of another nearby parcel with a mixed-use designation, but the property directly adjacent to the proposed development was confirmed to be A-1-43 based on the City's zoning map. While he acknowledged that a future connection could conceivably occur, he emphasized that it is not part of the current plan and expressed personal opposition to such a scenario. On the matter of road width and its suitability for truck access, he deferred to City Engineers who had already addressed the issue.

Councilmember Shields asked if the Public Works Facility was constructed on the Walker Property, as originally planned, it would have allowed access to 5600 West. Director Thomas confirmed that while a road had been previously proposed in a different location located further north, it would not have provided the kind of direct access now being considered. Councilmember Shields expressed concern about potentially landlocking nearby parcels and asked how those properties were currently being accessed. Director Thomas responded that access was being provided via existing historic roads, which included a 50-foot off-shoulder road. He also noted that while it was not ideal, 53-foot roads in the City already accommodate truck traffic, as the City does not have designated truck routes that would otherwise restrict the use.

The Council further discussed road widths, including park strips and sidewalk configurations, and how these features could complicate truck maneuvering. Director Thomas mentioned that to mitigate future access issues, no-parking zones were being considered on key connector roads. Councilmember Shields then questioned whether it was ever the City's practice to require adjacent property owners to fund road widening to support future development. Director Thomas clarified that the City only requires such improvements on designated system roads, and in those cases, the City typically funds the improvements through impact fees. Since the roads in question were not part of the City's designated system, no such requirement would apply.

Councilmember Hodges were references made to current situations in his HOA, where roads with just 27 feet of asphalt still managed to accommodate multiple 53-foot trucks, albeit under less-than-ideal conditions. He concluded that while the proposed layout may not be optimal for truck traffic, it would still be feasible. Finally, he acknowledged that future intersection improvements, such as adding a traffic signal at 5600 West, might be warranted to manage the anticipated increase in traffic.

Councilmember Henderson moved to approve Resolution No. R22-2025 amending the General Plan Future Land Use Map for 18.05 acres of property located at 5616 West 12900

South from Civic and Community to Residential Two conditioned upon the approvals of items 9.1 -9.10 and 9.13 proceed with a study to update the Rose Creek Floodplain. Councilmember Hodges seconded the motion.

The vote was recorded as follows:

<i>Councilmember Jared Henderson</i>	<i>Aye</i>
<i>Councilmember Teddy Hodges</i>	<i>Aye</i>
<i>Councilmember Sherrie Ohrn</i>	<i>Absent</i>
<i>Councilmember Steven Shields</i>	<i>Aye</i>
<i>Mayor Lorin Palmer</i>	<i>Aye</i>

The motion passed unanimously with Councilmember Ohrn being absent.

- 9.2. Review and consider an ordinance to amend the Herriman City Zoning Map for ±18.05 acres located approximately at 5616 W 12900 South from A-1-43 Single Family Agricultural Zone to R-2-10 Multi Family Residential Zone to facilitate the development of single-family homes. (File No. Z2024-076) – Michael Maloy, City Planner**

Agenda Items 9.1, 9.2, and 9.3 were discussed simultaneously

City Attorney Todd Sheeran clarified the proposed condition for Agenda Item 9.2, concerning the zoning map amendment for the Sorrento development. He stated that the base zoning regulation would be changed from the originally proposed R-2-10 to R-1-10, a less intensive residential zone. Additionally, he noted that the Master Development Agreement (MDA) would take precedence over the base zoning in any instances where the two contained conflicting or differing regulations.

Councilmember Henderson moved to approve Ordinance No. 2025-07 amending the Herriman City Official Zoning Map for 18.05 acres from A-1-43 Agricultural Single-Family Zone to R-1-10 Residential Zone located at 5616 West 12900 South conditioned upon the approvals of items 9.1 -9.10 and 9.13 with a specific zoning condition to have the base zoning for the property shall be R-1-10, not R-2-10 as originally proposed, and the Master Development Agreement would take precedence in any case where it contains different or conflicting regulations from the base zoning. Councilmember Shields seconded the motion.

The vote was recorded as follows:

<i>Councilmember Jared Henderson</i>	<i>Aye</i>
<i>Councilmember Teddy Hodges</i>	<i>Aye</i>
<i>Councilmember Sherrie Ohrn</i>	<i>Absent</i>
<i>Councilmember Steven Shields</i>	<i>Aye</i>

Mayor Lorin Palmer

Aye

The motion passed unanimously with Councilmember Ohrn being absent.

Councilmember Hodges noted that the zoning change to R-1-10 addressed the Planning Commission's primary concern regarding density and zoning classification. He affirmed that the property would now be restricted to R-1-10, with any increased density governed by the terms of the Master Development Agreement. Councilmember Henderson added further clarification for the public, both in attendance and watching remotely. He explained that R-1-10 is a more restrictive zoning designation, requiring a minimum lot size of 10,000 square feet, or approximately quarter-acre lots. However, the MDA would allow for 113 units, which is slightly denser than what R-1-10 would typically permit. He emphasized that by setting the base zoning at R-1-10 and allowing the MDA to layer in slightly higher density, the City ensured that if the MDA were ever invalidated or not finalized, the default zoning would revert to a more restrictive standard, offering greater protection to surrounding neighborhoods.

9.3. Review and consider a resolution to approve the Sorrento Master Development Agreement for ±18.05 acres located approximately at 5616 W 12900 South to facilitate the development of approximately 113 single-family homes. (File No. M2024-151) – Michael Maloy, City Planner

Agenda Items 9.1, 9.2, and 9.3 were discussed simultaneously

Councilmember Shields raised a question about whether parking restrictions on one side of a road—if that road were to eventually connect—should be included in the Master Development Agreement. Director Thomas advised against including that provision at this stage, explaining it would be handled later through the City's Traffic Committee since the roads would ultimately be public. City Attorney Sheeran then detailed several adjustments to the MDA based on staff recommendations, including setting a side yard setback consistent with base zoning, clarifying that contrasting window trim must be a design feature, requiring landscaping within nine months of occupancy, and capping lot frontage and density. He also included a condition that density must not exceed 113 units or 6.26 acres, with proportional reductions if space is allocated to schools or churches.

Developer Button asked for clarification on the telecommunications easement that would allow a single telecom provider to offer service under an HOA agreement. He requested that the Council allow this easement provision to remain, citing similar successful arrangements in other developments like Olympia. The Council expressed concerns about the anti-competitive implications, particularly whether the easement would indefinitely block other providers. Attorney Sheeran clarified that while the provision allowed bulk internet service

negotiated by the HOA, it also granted the easement holder the right to limit other providers, unless the agreement was modified. After extensive discussion, the Council agreed to include a sunset clause on the easement, allowing it to expire after a defined period, ideally ten years from the MDA's recording date. This compromise ensured initial fiber access through a dedicated provider while preserving residents' long-term right to competitive service. The Council supported the idea, recognizing the value of early fiber installation while avoiding permanent monopolies.

Councilmember Henderson moved to approve Ordinance No. 2025-08 approving the Sorrento Master Development Agreement for 18.05 acres of property located at 5616 West 12900 South conditioned upon the approvals of items 9.1 -9.10 and 9.13 with the condition to add recommendations requested by staff:

- *The changes made to the MDA shall be reviewed and approved by the City Manager and the City Attorney.*
- *Changes to the MDA to include staff recommendations in the staff report with the following revisions:*
 - *3.a to only require side yard setbacks to comply with the underlying zoning.*
 - *3.d to be modified and clarified that the contrasting color for the window trim be an element of the home's design.*
- *The landscaping section in the MDA be modified to require landscaping to be installed within 9 months of a certificate of occupancy and these regulations be in the CC&Rs and enforced by the HOA.*
- *The lot frontages shall generally follow the submitted Concept Plan and shall not be less than 40 feet.*
- *Density shall not exceed 113 lots or 6.26 acres.*
- *If any properties are used for churches or schools, the lots be proportionally reduced by the amount of acres used for those uses.*
- *Allow a private telecommunication in the HOA with an expiration date of 10 years from the effective date from the MDA.*

Councilmember Hodges seconded the motion.

The vote was recorded as follows:

<i>Councilmember Jared Henderson</i>	<i>Aye</i>
<i>Councilmember Teddy Hodges</i>	<i>Aye</i>
<i>Councilmember Sherrie Ohrn</i>	<i>Absent</i>
<i>Councilmember Steven Shields</i>	<i>Aye</i>
<i>Mayor Lorin Palmer</i>	<i>Aye</i>

The motion passed unanimously with Councilmember Ohrn being absent.

- 9.4. Review and consider a resolution to amend the Olympia Master Development Agreement for ±931.83 acres located generally southwest of Herriman Boulevard (~ 12420 South) and 6400 West in the LPMPC Large Project Master Planned Community Zone to (1) modify open space requirements, (2) remove all obligations regarding off-site improvements, and (3) add one hundred fifty (150) homes to the project. (File No. M2025-029) – Michael Maloy, City Planner**

City Planner Maloy presented the proposed amendments to the Olympia Master Development Agreement related to a broader effort to facilitate potential property exchanges of equal value in the City's northwest quadrant. He explained that the changes included removing a planned park dedication within Olympia, referred to as "K Park", which had been originally intended to align with a park in the adjacent Hidden Oaks development. The amendment would instead allow for the addition of up to 150 residential units, representing a 2.4% increase in density. The Planning Commission had recommended approval of the amendments in a 4:3 vote but added a condition suggesting the City pursue a pedestrian connection from Olympia into the adjacent Hidden Oaks Park.

Developer Button expressed concern about this condition, noting that they could not anticipate how the K Park would ultimately be developed since it is a City-managed project and part of a separate MDA. He highlighted that Olympia already has a planned trail system along 7300 West that provided access to the area, making the additional pedestrian stub potentially redundant or even incompatible, depending on the park's final use. The Council echoed this concern, agreeing that while connectivity was ideal, placing responsibility on the Olympia developer to create a connection to a park managed under a separate agreement was unreasonable and potentially unfair. They emphasized that park development and associated access were the responsibility of the city and should not be shifted onto this developer unless there is clear benefit and compatibility. Councilmember Hodges and Mayor Palmer affirmed that Olympia's trail system was robust and that if a connection made sense in the future, they trusted the developer would be open to it. The consensus was to move forward without imposing the Planning Commission's pedestrian access recommendation as a formal obligation.

Mayor Palmer opened the public comment portion of the meeting.

No public comment offered.

Mayor Palmer closed the public comment portion of the meeting.

Councilmember Henderson moved to approve Ordinance No. 2025-09 approving the third amendment to the Olympia Project Master Development Agreement located at approximately 12420 South 6400 West conditioned upon the approvals of items 9.1 -9.10 and

9.13 with the inclusion that changes made to the Master Development Agreement shall be reviewed and approved by the City Manager and the City Attorney. Councilmember Shields seconded the motion.

The vote was recorded as follows:

<i>Councilmember Jared Henderson</i>	<i>Aye</i>
<i>Councilmember Teddy Hodges</i>	<i>Aye</i>
<i>Councilmember Sherrie Ohrn</i>	<i>Absent</i>
<i>Councilmember Steven Shields</i>	<i>Aye</i>
<i>Mayor Lorin Palmer</i>	<i>Aye</i>

The motion passed unanimously with Councilmember Ohrn being absent.

- 9.5. Review and consider a resolution to amend the Creek Ridge Master Development Agreement for ±300.00 acres located generally southwest of 11800 South and 6400 West to (1) remove ±25.06 acres of property located approximately at 12160 S 6400 West, (2) reduce the minimum required commercial acreage to 3.7, (3) allow flexible placement of commercial uses in Area “A” of the project (4) add 36 homes in Area “A” of the project, and (5) clarify legal and technical provisions within the agreement. (File No. M2025-005) - Michael Maloy, City Planner**

Agenda Items 9.5, 9.6, and 9.7 were discussed simultaneously

City Planner Maloy explained that these items involved an amendment to the existing Creek Ridge Master Development Agreement, a general plan amendment, and the introduction of a new MDA for a portion of the land being removed from the original agreement. The land in question, currently owned by Land Reserve Inc., had previously been designated as open space and was understood by neighboring residents to eventually become a park. Land Reserve authorized Assistant City Manager Wendy Thomas to represent their interests at the meeting, although the company itself was not present.

City Planner Maloy detailed that the MDA amendment proposed removing a parcel from the Creek Ridge development to accommodate a new residential project. The general plan amendment would change the land use designation from parks and plaza space to Residential 2, making the parcel eligible for residential development. A new MDA, titled "Creek Ridge Cove," would govern the development of this land and allow for 136 detached single-family homes. It was emphasized that the homes would not be apartments or condos and would be designed under similar architectural standards used in other local developments. The Planning Commission had reviewed the proposals and recommended approval for all three items, each with a 4:2 vote.

City Planner Maloy acknowledged community concerns raised in prior meetings, which included the loss of expected park space, potential light and noise from development, blocked views, and decreased property values. Many residents had purchased homes adjacent to the proposed park area and were now expressing dissatisfaction with the proposed changes. Some residents preferred even a passive park or natural buffer to separate neighborhoods, while others worried about increased density.

City Planner Maloy explained that MDAs were legally equivalent to zoning ordinances and were amendable based on changing market and planning needs. The MDA process allowed flexibility for long-term development, and any amendments followed procedures outlined in the original agreement. He also noted that the City Council's strategic plan supported initiatives to leverage recreation and open space for community and economic benefit, which aligned with the proposed project.

Councilmember Hodges asked for clarification about whether green space or trails would still be included in the area. City Planner Maloy confirmed that the riparian corridor along Midas Creek would remain as open space and include a trail system. Developer Button added that trail connections would link with existing paths in South Jordan and other nearby neighborhoods. He confirmed that no park impact fee reimbursements were being requested, so fees from the 136 new homes could fund trail construction. He also noted successful grant applications in the past and expressed optimism for additional funding.

City Attorney Sheeran clarified that the City would be responsible for completing and maintaining the Midas Creek Trail, as stipulated in the amended MDA. Additionally, the Planning Commission had made a formal recommendation to add open space in the southeast quadrant of the project site to create a buffer between existing and future homes and to connect the planned trails more cohesively. Michael Maloy concluded by noting a correction to a typo in the report regarding the number of additional homes being proposed—27, not 36—and reiterated the key elements of the three proposed actions.

Mayor Palmer opened the public comment portion of the meeting.

Aes Austria addressed the Council to voice opposition to the proposed residential development that would add 27 new homes behind their property. He expressed disappointment and frustration, emphasizing that the land in question had originally been promised as a park. Mr. Austria noted that some residents, including themselves, had paid a premium for lots adjacent to the proposed open space, specifically for the view, peace, and long-term livability the park would offer. He described their home as one they intended to live in permanently and felt that the construction activity, which had already begun without formal approval, was highly concerning. Mr. Austria viewed this early excavation as a red flag

and questioned the City's oversight and decision-making process. He pointed out that alternative locations—such as the Olympia master development area—could accommodate the proposed housing without taking away the promised park. Mr. Austria warned that reversing the City's prior commitments could damage public trust and create the perception that City officials ignore residents' concerns or make decisions unilaterally. He concluded by calling the situation disappointing and suggesting that the City might be seen as either untruthful or unresponsive to its community.

Loren Brewer expressed appreciation for the chance to speak. He shared that he had participated in previous public hearings and emphasized the genuine frustration felt by the Copperfield community. Mr. Brewer voiced concern over what many residents perceived as a disregard by the City Council for their desire to have a true park in their neighborhood. He conveyed that some felt decisions were already made behind closed doors and influenced by financial interests, leaving little room for community input or compromise. Mr. Brewer stressed that the community was not asking merely for trails or open fields but for a fully equipped park with real amenities—such as a playground, pavilion, and space for casual sports where neighborhood children could gather and play freely. He questioned the precedent being set by replacing a promised park with development, warning that it risked portraying the City as one where financial interest outweighed community promises. Mr. Brewer urged the Council to consider what kind of city they wanted to be, one that kept its commitments to its residents or one driven solely by money. While he acknowledged the potential inevitability of a sports complex, he emphasized that it should not come at the cost of the promised neighborhood park. He said he would rather pay higher taxes or support a bond initiative than see the park sacrificed for development.

Bradley Stowell expressed his appreciation for the opportunity to speak and acknowledged the Council's willingness to listen to the community's concerns. He noted that while he had not attended every meeting, he found a troubling pattern whenever amendments to Master Development Agreements were discussed. He said that green space was often the first element sacrificed to make way for additional housing. Mr. Stowell referenced the recent Planning Commission vote, pointing out that the commissioners voted against the proposed changes because of concerns about the continual erosion of green space. He remarked on a statement made by City Planner Maloy, who had suggested that MDAs were always intended to be amended, which Mr. Stowell interpreted as justification for ongoing reductions in designated green areas across Herriman. He found this precedent disappointing and echoed a previous speaker's sentiment that the city appeared to be prioritizing housing density over preserving open space. Mr. Stowell then proposed a possible compromise: if the project were to proceed regardless of opposition, why not convert the 11 planned homes that would back up to existing homes in the Copperfield neighborhood into green space instead. He believed this would demonstrate good faith and help maintain some of the originally anticipated open

area. While he acknowledged the City's prior assertion that a park in the area had not been officially promised, he emphasized that many residents felt otherwise.

Aki Derzon shared that he and his wife had just welcomed a new baby into their family. He explained that they regularly crossed 12600 South to reach Creek Ridge Park, as they had no park or play space near their home in the Copperfield neighborhood. His primary concern was the safety of his young children, and he worried about the risks posed by crossing what was becoming an increasingly busy road, especially as the City planned further expansion of the 12600 South corridor. Mr. Derzon emphasized that his concern was not about views, property values, or aesthetic impacts, but solely about the lack of safe recreational space for young children in the neighborhood. He noted that when he and his wife were the first to reserve a lot in the Copperfield subdivision, they had no idea how the development would unfold, and while they were frustrated by how it had turned out, they had tried to remain understanding. However, the removal of the nearby park space in favor of additional housing deeply affected their family, as their own backyard did not offer enough space for the children to play. Mr. Derzon's asked the city to provide at least a small, safe area where neighborhood children could play without having to cross a busy highway.

Councilmember Shields expressed frustration to earlier public comments that accused members of the Council of dishonesty and prioritizing development interests over community concerns. Councilmember Shields expressed that among all his frustrations during his time on the Council, the most disheartening had been hearing residents, especially those who rarely attended meetings make accusations that Council were liars or ignored public input. He firmly stated that such comments were offensive and baseless, emphasizing that all members of the Council were people of integrity, working hard to serve the best interests of the city's 60,000 residents, not just the concerns of a single neighborhood. Councilmember Shields adamantly denied that any Council members profited from development decisions, reiterating that none of them had financial ties to the land, developers, or construction companies involved. He urged those who wanted to enact change to run for City Council to serve the community.

Mayor Palmer stepped in to offer clarification and acknowledged the frustration residents felt and explained how the park and development plans had evolved. Mayor Palmer described how the city faced a \$100 million backlog in parks projects but had only a fraction of the funds, around \$28 million, to support those commitments. This financial shortfall led the Council to seek alternative funding sources, including pursuing grants like the county's ZAP (Zoo, Arts, and Parks) tax, which required a minimum of 50 acres of continuous open space to qualify. Mayor Palmer emphasized that the current plan was Council-driven, not developer-driven, and that its goal was to bring in external funding and move up the timeline for building parks, including Jackson Park, which was planned near the Copperfield

neighborhood. He acknowledged that Creek Ridge Park, the existing park nearby, was at least 10 years away from completion under the current master plan. Mayor Palmer sympathized with residents who felt misled, admitting that while the park was planned, it had never been formally promised—something he admitted was difficult for people to hear. Ultimately, he stressed that the City was facing tough financial realities and doing its best to balance long-term sustainability with the needs of current residents. While he did not expect residents to walk away satisfied, he hoped they would understand the broader context and challenges the City was working through.

Councilmember Hodges acknowledging the concerns shared by residents. He began by recognizing the emotional difficulty of speaking at public meetings, especially for residents who were new to the process, and emphasized that the Council were ordinary citizens and neighbors striving to do what was best for the City. Councilmember Hodges highlighted the financial challenges the City faced in providing park space, explaining that significantly raising taxes would not yield enough revenue to fund meaningful park expansion. He pointed out that even a 100% property tax increase, doubling what residents currently paid to the city, would only generate about \$116 per household annually, which would not substantially impact the city's ability to fund new parks.

To address the shortfall, Councilmember Hodges emphasized the importance of growing Herriman's economic base, noting that new developments such as hotels and businesses were already underway. He shared examples from his own district, where four parks had recently been redone, but only with limited amenities due to budget constraints and aging infrastructure originally installed by developers. The City, he explained, was conducting a comprehensive parks master plan to evaluate its assets and determine how to replace or expand them efficiently. Councilmember Hodges highlighted a key deficiency in Herriman which was programmable open field space. He cited Butterfield Park as an example, describing how it was often overwhelmed with thousands of kids playing sports on weekends. Because of that demand, he stressed the need to find practical ways to increase field capacity without overextending City resources. He voiced support for improving accessibility through trail systems, explaining that a quarter mile walk to a park, if made safe and accessible, was reasonable and potentially effective.

Councilmember Jared Henderson reflected on his long involvement with the city, which began when a major development near his neighborhood motivated him to get involved after realizing the community had been left in the dark. He organized residents, pushed for transparency, and helped negotiate better outcomes, such as fewer housing units and more usable open space. He stressed the importance of public engagement, noting that assumptions about land use and park promises often stem from miscommunication, not city guarantees.

He explained that city planning is complex, and land labeled for future use may change depending on evolving needs. He urged residents to get involved and understand the process rather than rely on hearsay. Councilmember Henderson emphasized that the current project had been initiated and shaped by the Council, incorporating public feedback and compromise. He reminded the audience that effective planning required balancing the needs of all 60,000 residents, not just the preferences of a few.

On the topic of funding, Councilmember Henderson highlighted the City's limited share of property taxes, pointing out that Herriman's portion of his own tax bill had only grown from \$85 in 2009 to \$119 in 2024, despite the overall tax nearly doubling. He explained that the City had never raised its portion and relied heavily on sales tax for revenue. Without more local business activity, he warned, property taxes could increase dramatically just to cover basic services like parks, fire, and police.

Councilmember Henderson also addressed regional transportation and infrastructure efforts, saying Herriman's proactive work helped secure \$150 million in state and county support. He thanked residents for their participation and reiterating his commitment to transparency, compromise, and long-term planning that serves the broader community.

Councilmember Shields emphasized that resident feedback had significantly shaped the development plans for the Sorrento property. Initially proposed at over 300 housing units, the project was gradually reduced in response to community concerns, first to over 200, then to 180, and eventually to 120. The developer ultimately suggested 113 units, believing it would better align with the neighborhood's expectations.

Councilmember Shields highlighted that this type of resident input directly influenced major changes, reinforcing the Council's commitment to listening and adapting. He encouraged residents to stay involved, even if they disagreed with the Council, because disagreement and engagement help shape better outcomes. He also noted that despite frequent disagreement, collaboration among Council members had led to significant successes, like securing \$150 million in transportation funding and realigning U-111, which wouldn't have happened without persistent local advocacy.

City Attorney Sheeran explained that he had drafted the second amendment to the Creek Ridge Master Development Agreement (MDA) based on a recently signed Memorandum of Understanding (MOU). However, he noted that the city had not yet received revisions from the developer, Land Reserve, and expected they would propose some changes. Because of this, the amendment's final approval would be subject to review by the city manager and city

attorney. If any substantive changes were made, those revisions would be brought back to the City Council for review and possible approval.

Attorney Sheeran clarified that Item 9.5 is tied to multiple other agenda items (9.1 through 10 and 9.13), meaning decisions on those items may remain in limbo until 9.5 is finalized. He also emphasized that a clause in the amendment would make clear that the removed property is not subject to the existing MDA but instead falls under a separate land transfer agreement.

Councilmember Henderson and Mayor Palmer confirmed that any substantive changes would be reviewed by the council again. Attorney Sheeran confirmed that the current draft was fine as written, aside from any potential developer revisions.

Councilmember Henderson moved to approve Ordinance No 2025-10 approving the second amendment to the Creek Ridge Master Development Agreement located at approximately 6600 West 11800 South conditioned upon the approvals of items 9.1 -9.10 and 9.13 with the following inclusions:

- The Second Amendment to the Creek Ridge MDA draft was based on the Memorandum of Understanding that was signed by the City a few weeks ago. Changes made to the MDA Amendment shall be reviewed and approved by the City Manager and the City Attorney. If there are substantive changes, staff will bring this item to the next scheduled meeting. If that is the case, then the other approvals that have happened tonight will be in limbo until this MDA Amendment is either approved or not.*
- Add a clause that clarifies that the removed property is not subject to the Creek Ridge MDA*

Councilmember Hodges seconded the motion.

The vote was recorded as follows:

<i>Councilmember Jared Henderson</i>	<i>Aye</i>
<i>Councilmember Teddy Hodges</i>	<i>Aye</i>
<i>Councilmember Sherrie Ohrn</i>	<i>Absent</i>
<i>Councilmember Steven Shields</i>	<i>Aye</i>
<i>Mayor Lorin Palmer</i>	<i>Aye</i>

The motion passed unanimously with Councilmember Ohrn being absent.

- 9.6. Review and consider an ordinance to amend the Herriman City General Plan for ±25.06 acres located approximately at 12160 S 6400 West from “Parks and Plazas” to “Neighborhood Residential Two” for consistency with the Herriman City Zoning Map. (File No. G2025-002) - Michael Maloy, City Planner**

Agenda Items 9.5, 9.6, and 9.7 were discussed simultaneously

Councilmember Shields moved to approve Resolution No. R23-2025 amending the General Plan Map for Property located at approximately 12160 South 6400 West from “Parks and Plazas” to “Neighborhood Residential Two” conditioned upon the approvals of items 9.1 - 9.10 and 9.13. Councilmember Hodges seconded the motion.

The vote was recorded as follows:

<i>Councilmember Jared Henderson</i>	<i>Aye</i>
<i>Councilmember Teddy Hodges</i>	<i>Aye</i>
<i>Councilmember Sherrie Ohrn</i>	<i>Absent</i>
<i>Councilmember Steven Shields</i>	<i>Aye</i>
<i>Mayor Lorin Palmer</i>	<i>Aye</i>

The motion passed unanimously with Councilmember Ohrn being absent.

- 9.7. Review and consider a resolution to approve the Creek Ridge Cove Master Development Agreement for ±25.06 acres located approximately at 12160 S 6400 West in the R-2-10 Multi-Family Residential Zone to facilitate the development of 136 single-family homes. (File No. M2025-003) - Michael Maloy, City Planner**

Agenda Items 9.5, 9.6, and 9.7 were discussed simultaneously

City Attorney Sheeran summarized several key revisions to the Creek Ridge Master Development Agreement, which were to be reviewed and approved by the city manager and city attorney. One change required that side yard setbacks comply with the underlying zoning regulations. The section on window trim design was clarified to state that contrasting trim colors were considered a design element of the home. The agreement also established a minimum lot frontage of 50 feet. Additionally, the landscaping provisions were updated to require that landscaping be installed within nine months of the issuance of a certificate of occupancy, and that these requirements be included in the community's CC&Rs and enforced by the HOA. The maximum number of residential units was set at 136, with a provision that any land used for churches or schools would result in a proportional reduction in the number of housing units. Lastly, the MDA allowed for a private telecommunications system within the HOA, with an expiration date set at 10 years from the effective date of the agreement.

Councilmember Henderson moved to approve Ordinance No. 2025-11 approving the Creek Ridge Cove Master Development agreement for a project located at approximately 12160 South 6400 West conditioned upon the approvals of items 9.1 -9.10 and 9.13 with the following inclusions:

- *The changes made to the MDA shall be reviewed and approved by the City Manager and the City Attorney.*
- *Changes to the MDA to include staff recommendations in the staff report with the following revisions:*
 - *2.a to only require side yard setbacks to comply with the underlying zoning.*
 - *2.d to be modified and clarified that the contrasting color for the window trim is an element of the home's design.*
- *The frontage widths shall not be less than 50 feet.*
- *The landscaping section in the MDA be modified to require landscaping to be installed within 9 months of a certificate of occupancy and these regulations be in the CC&Rs and enforced by the HOA.*
- *Allow a maximum of 136 residential units.*
- *If any properties are used for churches or schools, the lots be proportionally reduced by the amount of acres used for those uses.*
- *Allow a private telecommunication in the HOA with an expiration date of 10 years from the effective date from the MDA.*

Councilmember Hodges seconded the motion.

The vote was recorded as follows:

<i>Councilmember Jared Henderson</i>	<i>Aye</i>
<i>Councilmember Teddy Hodges</i>	<i>Aye</i>
<i>Councilmember Sherrie Ohrn</i>	<i>Absent</i>
<i>Councilmember Steven Shields</i>	<i>Aye</i>
<i>Mayor Lorin Palmer</i>	<i>Aye</i>

The motion passed unanimously with Councilmember Ohrn being absent.

9.8. Review and consider an ordinance to amend the Herriman City General Plan for ±2.54 acres at 5860 W Herriman Boulevard from “Civic and Community” to “Neighborhood Residential Two” for consistency with the Herriman City Zoning Map. (File No. G2024-152) – Michael Maloy, City Planner

Agenda Items 9.8 and 9.9 were discussed simultaneously

City Planner Maloy presented the proposal for a General Plan amendment and a new Master Development Agreement related to a city-owned 2.54-acre property known as Big Bend Cove. Previously designated as a potential fire station site and labeled "civic and community"

in the General Plan, the land was proposed to be reclassified for residential use. The Planning Commission determined that the proposal complied with zoning standards, and city engineering had no objections.

The MDA included a conceptual site plan for 11 residential units, featuring a private hammerhead-style road for emergency vehicle access. Because the surrounding area was already developed on three sides, the extended portions of the hammerhead road were recommended to be shortened, reducing HOA maintenance obligations and increasing usable space for private yards. The road would be privately maintained by the HOA, and the zoning (R-2-10) already permitted residential development.

City Planner Maloy explained that the project met design standards similar to those used in the Olympia development, and engineering had reviewed and approved the plan. The Planning Commission voted 6:0 in favor of both the General Plan amendment and the MDA.

During Council discussion, it was confirmed that the city and fire department would work with staff to ensure proper parking compliance on the private road, likely designating one side as no-parking. The Council also discussed ensuring leftover space from the shortened road would be integrated into individual lots to avoid creating neglected areas. Mayor Palmer and Councilmember Shields remarked that the process had been straightforward, and Councilmember Shields noted that the city's flexible public comment format was a system he had advocated for years earlier to improve resident participation.

Councilmember Shields moved to approve Resolution No. R24-2025 amending the general plan future land use map for 2.54 acres at 5860 West Herriman Boulevard from Civic and Community to Neighborhood Residential Two conditioned upon the approvals of items 9.1 - 9.10 and 9.13. Councilmember Henderson seconded the motion.

The vote was recorded as follows:

<i>Councilmember Jared Henderson</i>	<i>Aye</i>
<i>Councilmember Teddy Hodges</i>	<i>Aye</i>
<i>Councilmember Sherrie Ohrn</i>	<i>Absent</i>
<i>Councilmember Steven Shields</i>	<i>Aye</i>
<i>Mayor Lorin Palmer</i>	<i>Aye</i>

The motion passed unanimously with Councilmember Ohrn being absent.

9.9. Review and consider a resolution to approve the Big Bend Cove Master Development Agreement for ±2.54 acres at 5860 W Herriman Boulevard in the R-2-10 Multi-Family Residential Zone to facilitate the development of eleven (11) single-family homes. (File No. M2025-004) – Michael Maloy, City Planner

Agenda Items 9.8 and 9.9 were discussed simultaneously

City Attorney Sheeran outlined the final revisions to the Big Bend Cove Master Development Agreement. He stated that any changes to the MDA would be subject to review and approval by the city manager and city attorney. The updates included provisions from the staff report, with specific modifications: side yard setbacks would only need to comply with the underlying zoning; window trim contrasting colors were clarified as a design element; and the minimum lot width was set at 60 feet.

Additionally, landscaping was required to be installed within nine months of a certificate of occupancy and would be codified in the community's CC&Rs, to be enforced by the HOA. Sidewalks would not be required by the city for this development. The agreement also permitted private telecommunications infrastructure within the HOA, with a 10-year expiration period from the effective date of the MDA.

Councilmember Shields asked whether the 10-year expiration was consistent with prior MDAs, and Councilmember Henderson confirmed that it matched the approach taken in the last two agreements, ensuring consistency across developments.

Councilmember Henderson moved to approve Ordinance No 2025-12 approving the Big Bend Cove Master Development agreement for a project located at approximately 5860 West Herriman Boulevard conditioned upon the approvals of items 9.1 -9.10 and 9.13 with the following inclusions:

- *The changes made to the MDA shall be reviewed and approved by the City Manager and the City Attorney.*
- *Changes to the MDA to include staff recommendations in the staff report with the following revisions:*
 - *2.a to only require side yard setbacks to comply with the underlying zoning.*
 - *2.d to be modified and clarified that the contrasting color for the window trim is an element of the home's design.*
- *The lot widths shall not be less than 60 feet.*
- *The landscaping section in the MDA be modified to require landscaping to be installed within 9 months of a certificate of occupancy and these regulations be in the CC&Rs and enforced by the HOA.*
- *Sidewalks shall not be required by the City.*

- *Allow a private telecommunication in the HOA with an expiration date of 10 years from the effective date from the MDA.*

Councilmember Hodges seconded the motion.

The vote was recorded as follows:

<i>Councilmember Jared Henderson</i>	<i>Aye</i>
<i>Councilmember Teddy Hodges</i>	<i>Aye</i>
<i>Councilmember Sherrie Ohrn</i>	<i>Absent</i>
<i>Councilmember Steven Shields</i>	<i>Aye</i>
<i>Mayor Lorin Palmer</i>	<i>Aye</i>

The motion passed unanimously with Councilmember Ohrn being absent.

9.10. Discussion and Consideration of Amendment No. 2 to the Olympia Public Infrastructure District Governing Document – Blake Thomas, Community Development Director

Community Development Director Thomas presented an amendment to the governing document of the Olympia Public Infrastructure District (PID), focusing on updates needed due to recent changes in state legislation. He explained that one of the primary revisions was to include updated statutory references, as the state had made adjustments to PID-related laws. A significant change allowed PID funds to be used for remediating contaminated soils. As part of the amendment, the Sorrento property was incorporated into the PID annexation area, specifically to enable the use of PID dollars for soil remediation on that site. Director Thomas noted that the change was straightforward and recommended approval. The Council clarified that other nearby properties would not be included in this PID amendment, and confirmed that the intent was to fund cleanup costs associated with the Sorrento land.

Councilmember Henderson moved to approve Resolution No R25-2025 authorizing the amendment to the Governing Documents for the Olympia Development Public Infrastructure District conditioned upon the approvals of items 9.1 -9.10 and 9.13. Councilmember Shields seconded the motion.

The vote was recorded as follows:

<i>Councilmember Jared Henderson</i>	<i>Aye</i>
<i>Councilmember Teddy Hodges</i>	<i>Aye</i>
<i>Councilmember Sherrie Ohrn</i>	<i>Absent</i>
<i>Councilmember Steven Shields</i>	<i>Aye</i>
<i>Mayor Lorin Palmer</i>	<i>Aye</i>

The motion passed unanimously with Councilmember Ohrn being absent.

9.11. Discussion and Consideration of a Reimbursement Agreement with Olympia Ranch, LLC for the Construction of 6400 West Roadway and Utility Improvements from Herriman Boulevard (12600 South) to Midas Creek – Blake Thomas, Community Development Director

Director Thomas discussed the reimbursement agreement with Olympia Ranch for constructing 6400 West and utility improvements along Herriman Boulevard. The project involved building approximately 1,900 feet of roadway with an 80-foot, three-lane cross-section, expanding to about 115 feet within an overhead power corridor easement. The total cost was estimated at over \$5.6 million, funded primarily by an upcoming city bond, with impact fees also potentially contributing.

The right-of-way for the project was mostly acquired through agreements related to the Creek Ridge project and corridor preservation funds. The project included installing a traffic signal at a key intersection to improve pedestrian safety when crossing to nearby parks.

The Council discussed the high cost of road construction, noting it accounted for nearly an entire year's capital projects budget, excluding the cost of a bridge and other infrastructure. Olympia Ranch would be responsible for building the road and providing a one-year warranty on the work. The City would reimburse the developer through monthly disbursements based on actual costs, up to a not-to-exceed amount. Initial grading and subgrade work had already begun, with completion targeted for fall 2025, though early 2026 was possible if paving was delayed. The bond to fund the project had not yet been issued, as city officials were still determining the best timing based on market conditions. The developer intended to proceed according to their timeline despite the pending bond issuance.

Councilmember Henderson moved to approve a Reimbursement Agreement with Olympia Ranch, LLC for the construction of the 6400 West Roadway and Utility Improvements from Herriman Boulevard to Midas Creek with the inclusion to strike the wording regarding the 10% retainage requirement. Councilmember Shields seconded the motion.

The vote was recorded as follows:

<i>Councilmember Jared Henderson</i>	<i>Aye</i>
<i>Councilmember Teddy Hodges</i>	<i>Aye</i>
<i>Councilmember Sherrie Ohrn</i>	<i>Absent</i>
<i>Councilmember Steven Shields</i>	<i>Aye</i>
<i>Mayor Lorin Palmer</i>	<i>Aye</i>

The motion passed unanimously with Councilmember Ohrn being absent.

9.12. Discussion and Consideration of an Amended and Restated Reimbursement Agreement for the Construction of 12600 South and 11800 South between 6000 West and 6400 West – Blake Thomas, Community Development Director

Director Thomas explained that the original amended and restated reimbursement agreement related to improvements on 12600 South and 11800 South between 6000 West and 6400 West, connected to the Teton Jackson development dated back to 2017, and since then, not all improvements had been completed, with construction costs rising significantly. Additionally, changes in the development plan and updated impact fees required adjustments to the reimbursement terms.

The city had already constructed part of the roadway when costs were lower, and 11800 South was completed with reimbursements totaling over \$815,000. The proposed total reimbursable amount was increased from \$2.6 million to \$4.3 million to reflect current costs and revised development conditions. Reimbursements would be made quarterly based on impact fees collected by the city, consistent with standard practice. The Council acknowledged concerns about potential changes to impact fees and uncertainties related to commercial development affecting fee revenue. Despite these, staff recommended approval of the amended agreement.

Councilmember Shields moved to approve a Reimbursement Agreement with Olympia Ranch, LLC for the construction of 12600 South and 11800 South between 6000 West and 6400 West. Councilmember Hodges seconded the motion.

The vote was recorded as follows:

<i>Councilmember Jared Henderson</i>	<i>Aye</i>
<i>Councilmember Teddy Hodges</i>	<i>Aye</i>
<i>Councilmember Sherrie Ohrn</i>	<i>Absent</i>
<i>Councilmember Steven Shields</i>	<i>Aye</i>
<i>Mayor Lorin Palmer</i>	<i>Aye</i>

The motion passed unanimously with Councilmember Ohrn being absent.

9.13. Discussion and Consideration of a Property Exchange Agreement with Olympia Ranch, LLC – Blake Thomas, Community Development Director

Director Thomas presented the exchange agreement involving the transfer of city-owned and developer-owned properties related to the athletic complex and open space. The agreement outlined how the properties will transfer between the City, the developer, and LR, with certain conditions that must be met before the transfers occur. A key feature of the agreement is the first right of refusal, which required the City to offer any unused parcels back to the developer at fair market value before selling them to others.

The Council expressed concern that the current language limiting the use of the property to "sports facilities" was too restrictive and advocated for expanding the allowable uses to include broader municipal or civic purposes such as swimming pools, arts facilities, or other community amenities. They emphasized the importance of protecting green space and preventing the City from inadvertently losing this land for open space or recreational use. To address these concerns, legal counsel suggested including a sunset clause that would remove the right of first refusal after 10 years, consistent with state law, and expanding the definition of allowable uses to include all municipal uses. The council agreed that these changes would safeguard the city's interests and reflect the community's desire to maintain and enhance green space, while providing flexibility for future development. Final approval of the amended agreement, including these changes, would be conducted by the city manager and city attorney.

Councilmember Shields moved to approve Resolution No R26-2025 authorizing the Mayor to sign a property exchange agreement for the acquisition of property for a Public Athletic Complex conditioned upon the approvals of items 9.1 -9.10 and 9.13 with the following inclusions:

- *The changes made to the Property Exchange Agreement shall be reviewed and approved by the City Manager and the City Attorney.*
- *Modify the language in Section 5 to allow expanded uses to include civic uses, including and have a sunset clause that remove this right of first refusal after 10 years of the effective date.*

Councilmember Henderson seconded the motion.

The vote was recorded as follows:

<i>Councilmember Jared Henderson</i>	<i>Aye</i>
<i>Councilmember Teddy Hodges</i>	<i>Aye</i>
<i>Councilmember Sherrie Ohrn</i>	<i>Absent</i>
<i>Councilmember Steven Shields</i>	<i>Aye</i>
<i>Mayor Lorin Palmer</i>	<i>Aye</i>

The motion passed unanimously with Councilmember Ohrn being absent.

10. Future Meetings

10.1. Joint City Council/Planning Commission Meeting: April 30, 2025

10.2. Next Planning Meeting: May 7, 2025

10.3. Next City Council Meeting: May 14, 2025

11. Events

11.1. Senior Sundae Social – April 24, 2025; City Hall 1:00 p.m.

12. Closed Session

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

13. Adjournment

Councilmember Shields moved to adjourn the City Council meeting at 10:10 p.m. Councilmember Hodges seconded the motion, and all voted aye.

14. 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 April 23, 2025. This document constitutes the official minutes for the Herriman City Council Meeting.



Jackie Nostrom, MMC
City Recorder



STAFF REPORT

DATE: June 10, 2025

TO: The Honorable Mayor and City Council

FROM: Wendy Thomas

SUBJECT: Consideration of the Approval of a Property Use Agreement with the Utah Soccer Federation, Inc. to construct Athletic Fields and other Amenities on City-owned Property – Wendy Thomas, Assistant City Manager

RECOMMENDATION:

City staff recommend approval of the Property Use Agreement.

ISSUE BEFORE COUNCIL:

Does the City Council want to enter into an agreement with the Utah Soccer Federation, Inc. to construct athletic fields and other required park amenities?

ALIGNMENT WITH STRATEGIC PLAN:

QL1 – Parks and amenities

QL 3 – Sports Tourism

BACKGROUND/SUMMARY:

City staff, along with the Mayor, have been in discussions with Utah Youth Soccer Association (UYSA), AKA Utah Soccer Federation, Inc. to facilitate the construction of athletic fields through their Legacy Fields Project. This project aims to identify and obtain available land across the state - through donations, rent or purchase to create and build soccer fields.

The City obtained a ±5-acre parcel of property through the Mountain Ridge Master Development Agreement. This parcel is designated to be used for a civic use, with no amplified sound or light. Under the agreement, the Utah Soccer Federation, Inc. would be responsible for design and construction of the fields and park amenities to include two multi-use athletic fields, landscaping, irrigation, parking lot, restroom and maintenance facility. The City will bill the association for maintenance during their rental period.

In exchange, the City agrees that UYSA has scheduling priority for twelve weeks in the Spring and twelve weeks in the fall for games.

ALTERNATIVES:

Alternative	Benefit	Challenge
Approve the property use agreement (Recommended)	Association builds the facility	Lose 24 weeks of use to other groups
Do not approve the property use	Reserves the land for a similar or different civic use	May need city funding to be completed

FISCAL IMPACT:

In the proposed agreement, UYSA will be responsible for the design and construction of the park. The City will have ongoing operations and maintenance of the park (estimated at \$12,000 per year) and the City will invoice the association for maintenance during their scheduled reservations.

ATTACHMENTS:

Utah Soccer Federation Agreement Final

PROPERTY USE AGREEMENT

This Property Use Agreement ("Agreement") is entered into as of the date of the last signature below ("Effective Date") by and between Herriman City, a Utah municipal corporation ("City"), and Utah Soccer Federation Inc., a 501 (c) 3 non profit organization, ("Association").

Recitals

A. The City owns a piece of property located at 14002 South Sentinel Ridge Blvd., Herriman, Utah 84096 ("Property"), which it desires to make available for the development and use of athletic fields ("Facilities"). The Property is further described and depicted in **Exhibit A**.

B. The Association has expressed interest in installing the Facilities and desires to secure scheduling priority for using the Facilities once they are completed.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Property Use and Development.**

a. The City hereby grants the Association the right to install the Facilities on the Property. The Association shall bear all costs associated with the design, development, construction, and utilities of the Facilities, which shall include two multi-use athletic fields, landscaping, irrigation, parking lot, restroom, and maintenance facility. A concept plan is attached as **Exhibit B**.

b. The Association shall follow all City processes, policies, and procedures for the construction of a park, including the submittal of fully engineered and stamped construction plans approved by the City.

c. The Association shall obtain all necessary permits and approvals from local authorities for the development of the Facilities. The City shall reasonably cooperate with the Association in obtaining such permits and approvals.

d. The Association shall ensure that the development of the athletic fields complies with all applicable laws, regulations, and City standards.

2. **Scheduling Priority.**

a. Upon the completion and official opening of the soccer fields on the Property, the Association shall have first scheduling priority for the use of these fields for a period of twenty-five (25) years from the Effective Date of this Agreement.

b. The Association shall have the exclusive right to schedule and use the soccer fields during its priority period, which includes no more than twelve (12) weeks in the Spring and twelve (12) weeks in the Fall. However, the Association shall not unreasonably deny other community or youth organizations access to the fields during this period, subject to the Association's scheduling priority. The park will remain open for general public access but will not be reservable for sporting events during the reserved weeks in the Spring and Fall by the Association. The City will be able to reserve the fields for city-sanctioned events and city sanctioned sports.

c. The Association shall provide the City with a yearly schedule of field use by January 1 of each year. The City reserves the right to request reasonable adjustments to the schedule to accommodate city-wide events, maintenance requirements, or in the event of an emergency.

3. **Termination.** This Agreement shall automatically terminate at the end of the Twenty-five-year scheduling priority period specified in Section 2.a unless otherwise extended by mutual agreement of the parties or the Association is in default.

4. **Default.**

a. When the City intends to take enforcement action against the Association, the City shall provide to the Association a notice to cure that shall include: (i) a description of the violation; and (ii) an itemized list of the actions required to cure the violation and avoid enforcement action. The Association must then demonstrate to the City, with verifiable written records within 30 calendar days from the effective date of the notice, that they have performed each of the cure actions.

b. If the Association does not cure the actions, or the Association receives more than two notices to cure for the same issue within a one-year period, the Association shall be in default. Upon default, the Association

shall automatically lose any scheduled events, and this Agreement shall automatically terminate.

5. **Performance Bond.** The Association shall provide a performance bond or security deposit in the amount of [\$X] to ensure performance of all obligations under this Agreement, including but not limited to the timely and adequate maintenance of the Facilities. The bond shall be refundable upon satisfactory completion of the term, less any costs incurred by the City due to the Association's default. Association has 3 years to complete the construction of all facilities, athletic fields, parking lots, restrooms, and any other obligations in this Agreement. If the Association does not meet the required 3-year deadline, City will have the option of holding the Association in default as mentioned above.

6. **Reversion of Property.** If the Association ceases to maintain or compensate the City for the Facilities as required or otherwise abandons the Property, the City shall have the right to assume full control of the Property and Facilities, without compensation to the Association, and the Facilities may revert to City use.

7. **Prohibited Uses.** The following are prohibited uses on the Property:

- a. Lighting of the field.
- b. Amplified sound beyond the City's noise ordinance.

8. **Scope of Maintenance Responsibilities.** The Association agrees to compensate the City for the following maintenance duties during their reservation periods in the Spring and Fall, at its sole cost and expense:

- a. Soccer Fields.
 - i. City will be responsible for regular mowing, aerating, fertilizing, seeding, and irrigation of turf and will bill Association accordingly.
 - ii. Maintenance of field markings and repair to damaged turf as necessary shall be the responsibility of the Association.
- b. Restrooms.
 - i. Cleaning and stocking of all restroom facilities shall be provided by the City. City shall bill the Association for cleaning and

stocking of restrooms during the two, twelve-week seasons in both the Spring and Fall of each year.

- ii. Ensuring all fixtures, plumbing, and lighting are functional and reporting significant repairs to the City.

- c. Trash.

- i. Regular emptying of trash receptacles and removal of litter from the Facilities daily.

- ii. Proper disposal of waste into provided dumpsters whereupon, the City will be responsible for removing from the property and properly disposing of.

- d. Landscaping.

- i. Trimming, pruning, and maintaining trees, shrubs, and other landscaping shall be provided by the City and billed to the Association accordingly.

- ii. Maintaining any flowerbeds or other decorative plantings, if applicable shall be provided by the City and billed to the Association accordingly.

- e. General Maintenance.

- i. Inspecting benches, fences, goals, and other fixtures owned by the City. Association will be responsible for any fee associated with repairs for damage done during the two twelve-week periods

- ii. Reporting hazards and other issues to the City promptly.

9. **City Responsibilities: The City agrees to.**

- a. Provide access to water, electricity, and other utilities necessary for maintenance.

- b. Perform repairs or replacements to infrastructure, facilities, or utilities that are beyond routine maintenance.

c. Review and approve any significant alterations or improvements proposed by the Association.

10. **Environmental Indemnification.** The Association shall indemnify, defend, and hold the City harmless from any and all claims, damages, or liabilities resulting from environmental contamination or violations of environmental laws arising from the Association's activities on the Property, including the development, operation, or maintenance of the Facilities.

11. **Audit Rights.** The City reserves the right to audit the Association's compliance with the terms of this Agreement, including the maintenance and use of the Facilities. The Association shall provide access to its records, as necessary, and cooperate with the City's reasonable audit efforts.

12. **Hold Harmless and Insurance.**

a. Indemnification. The Association shall indemnify, defend, and hold harmless the City (including its officers, employees, and agents) from any and all claims, liabilities, damages, actions, attorney fees, or costs incurred by the City due to the Association's negligence, gross negligence, or willful misconduct in performing obligations under this Agreement.

b. Insurance. The Association shall, at its sole cost and expense, carry:

i. Commercial General Liability - A minimum of \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

ii. Worker's Compensation and Employer's Liability insurance as required by law for any employees or volunteers involved in the activities under this Agreement.

13. **Employment Status.**

a. Official Status. Association shall have complete control and discretion over all personnel providing services hereunder, All such personnel shall not be considered employees of City and shall be considered to be Association. Association has no authority, express or implied, to bind the City to any agreement, or liability whatsoever.

b. Employee Benefits. Association and Association employees shall not be entitled or have any right to: (a) make a claim for unemployment, worker's compensation, or disability pursuant to this Agreement or Associations relationship with the City; or (b) receive any vacation, health, retirement or other benefits pursuant to this Agreement or Associations relationship with the City, nor participate in the City's insurance programs (such as, by way of example, health, dental, vision, group term life, group disability and similar insurance policies) unless allowed to participate at his/its expense in any of such programs.

c. Association at Risk. Association hereby represents and warrants to the City that, except as may otherwise be expressly provided herein, all activities and work performed by Association under this Agreement shall be at Association own risk and liability.

d. No Agency: Association shall have no authority to act as the agent of the City, to negotiate or enter into any contracts or agreements for or on behalf of the City, or to otherwise bind the City without the City's prior written approval. Association shall not represent itself/himself as an agent or employee of the City and may indicate only that Association provides the Services on behalf of the City.

14. **General Provisions.**

a. Authority to Sign. Each party represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized.

b. Entire Agreement. This Agreement supersedes all prior agreements, whether written or oral, between the parties.

c. Amendments. This Agreement may only be amended in writing, executed by both parties.

d. Severability. If any provision of this Agreement is found to be void or unenforceable, the remaining provisions shall remain in effect.

e. Governing Law and Venue. The laws of the State of Utah shall govern this Agreement. Venue for any legal action shall be in Salt Lake County, Utah.

f. Attorney Fees. The prevailing party in any legal action to enforce this Agreement shall be entitled to reasonable attorney's fees and court costs.

g. Binding Effect. This Agreement shall bind and benefit the parties, their successors, and assigns.

h. Notices. All notices required under this Agreement shall be given by mail to the addresses listed below.

i. Assignment. This Agreement is not assignable unless in writing by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.



STAFF REPORT

DATE: June 16, 2025

TO: The Honorable Mayor and City Council

FROM: Blake Thomas, Community Development Director

SUBJECT: All West Utah Inc. PUE Access and Infrastructure Agreement

RECOMMENDATION:

Staff recommends that the City Council approve the PUE Access and Infrastructure Agreement with All West Communications.

ISSUE BEFORE COUNCIL:

Should the City Council approve a PUE Access and Infrastructure agreement with All West Communications?

ALIGNMENT WITH STRATEGIC PLAN

This item is in alignment with goals ES 1, ES 7, and ES 9 of the City's adopted strategic plan.

BACKGROUND/SUMMARY:

All West Communications has been working in Herriman under an approved franchise agreement. All West has constructed its fiber network in the southeast portions of Herriman (near RSL), some areas in Rosecrest, and portions of the Copper Creek subdivision. By way of coordination and discussions between the High-Speed Internet Task Force and All West representatives, it was determined that there is an opportunity for both parties to collaborate and utilize each other's facilities for mutual benefit.

DISCUSSION:

All West has an interest in using portions of city-owned conduit for their fiber optic cable. The City has requested that in exchange for using the city conduit, All West provide fiber and/or services to the City. Additionally, All West has requested permission to install infrastructure in the public utility easement (PUE) since a portion of their facilities will be used for city

infrastructure, which is a use that would be allowed to use the PUE. All use-sharing of facilities is defined in the agreement, which is included as an attachment to this staff report.

ALTERNATIVES:

Option	Pros	Cons
1. Approve the agreement as drafted [RECOMMENDED]	Allows All West and the City to move forward with plans to install fiber service throughout Herriman City.	None identified
2. Approve the agreement with recommendations	Provides for considerations that may not have been contemplated by staff	May delay the progress of the project.
3. Deny approval of the agreement	Allows the city to maintain status quo	Could reduce the number of options for high speed internet available to residents of Herriman.

FISCAL IMPACT:

None

ATTACHMENTS:

1. PUE Access and Infrastructure Agreement (DRAFT)

PUE ACCESS AND INFRASTRUCTURE AGREEMENT BETWEEN HERRIMAN CITY AND ALL WEST/UTAH, INC

This PUE Access and Infrastructure Agreement (“Agreement”) is between All West/Utah, Inc. (“All West”), a Utah corporation whose principal office is located at 50 West 100 North, Kamas, Utah 84036, and Herriman City (the “City”), a municipal corporation, whose principal office is located 5355 West Herriman Main Street, Herriman, UT 84096. This Agreement is effective when the last party executes this Agreement as indicated by the date stated under that party’s signature line (“Effective Date”)

RECITALS

A. The City and All West own and operate separate fiber optic systems and/or conduit infrastructure in Herriman City, Utah. All West has access to the City’s right-of-way pursuant to that certain Telecommunications Franchise Agreement between All West and the City, dated March 21, 2023.

B. The City and All West acknowledge that granting All West access to the public utility easement (“PUE”) and City infrastructure, as well as granting the City access to All West infrastructure, including access to All West’s fiber-optic system, serves the mutual interests of both parties.

C. The parties desire to enter this Agreement to define a comprehensive process where the parties can work together to identify services or available capacity in the fiber optic system and conduit infrastructure of the other party, and utilize that available capacity or services when in the mutual interest of the parties.

AGREEMENT

NOW THEREFORE, in accordance with the foregoing Recitals, which are incorporated into this Agreement by reference, and for and in consideration of the mutual covenants and agreements hereafter set forth, the mutual benefits to the parties to be derived from this Agreement, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

1. Access to the PUE. The City hereby grants All West access to the PUE for the purpose of installing, constructing, repairing, replacing, operating, and maintaining a fiber optic telecommunications network, including but not limited to fiber optic cables, conduits, innerducts, handholes, junction boxes, hubs, vaults, electronics, and other equipment (“Infrastructure”) in accordance with the All West Franchise Agreement.

2. City’s Indefeasible Right to Use. As All West constructs and installs its fiber optic system within the boundaries of Herriman City, All West shall provide and hereby grants to the City an Indefeasible Right to Use (IRU) for 4 dark fiber optic strands in the areas where All West’s fiber is installed within the boundaries of Herriman City, as identified in Section 2.1 below. The IRU grants the City the exclusive, irrevocable, and perpetual right to use the

Designated Infrastructure for any lawful municipal purpose, including but not limited to, public safety communications, infrastructure monitoring, and City office connectivity subject to the terms of this Agreement.

2.1 Designated Infrastructure.

(a) Identification of Dedicated Infrastructure. Infrastructure provided by All West to the City shall be located in areas where All West determines, in its sole discretion, to install and construct its fiber optic system within the City. All West shall have no obligation to provide Infrastructure to the City in any area where All West has not, in its sole discretion, determined to construct and install its fiber optic system. Infrastructure provided to the City shall be identified on Exhibit A to this Agreement (the “Designated Infrastructure”) and includes fiber optic strands only. The City shall be responsible for providing all equipment and technical support to light and maintain any lit services on the Designated Infrastructure.

(b) Ownership of Designated Infrastructure. The Designated Infrastructure shall, at all times, be and remain, the property of All West, but the City shall have the right to use the Designated Infrastructure for the term specified in Exhibit A, subject to the terms of this Agreement.

2.2 Drops to City Facilities. The City shall be responsible for providing all equipment and technical support required to light and maintain any lit service on the Designated Infrastructure.

(a) All West Construction of Drops. If desired by the City, All West will install service drops (“Drops”) to connect the City buildings and/or facilities to the Designated Infrastructure at All West’s cost plus 10%.

(b) Ordering and Payment for Drops. In the event the City asks All West to construct and install Drops, All West shall provide the City with a Purchase Order prior to installation for the City’s review, approval, and payment.

2.3 Nothing in this Agreement shall require All West to provide Infrastructure to the City in any area where All West has not otherwise determined, it is sole discretion, to install and construct facilities.

2.4 Obligations of the City.

(a) The City shall use the Designated Infrastructure solely for municipal purposes, including but not limited to public safety communications, infrastructure monitoring, and City office connectivity.

(b) The City shall not resell, sublease, or otherwise commercialize the use of the Designated Infrastructure without prior written consent from All West.

3. Use of City Conduit and Infrastructure.

3.1 Capacity. Subject to available capacity, and provided that such use does not interfere with or impair the City's existing or reasonably anticipated future operational needs, the City may, in its sole discretion, authorize All West to occupy and utilize portions of existing City-owned conduit, fiber, or related communications infrastructure ("City Facilities") for the installation, operation, and maintenance of the All West Infrastructure. Any such occupancy or use shall be set forth on Exhibit A hereto, as may be amended by the Parties from time to time, and shall be contingent upon compliance with applicable laws, regulations, and City standards.

3.2 Determination of Availability. The determination of whether sufficient capacity exists within any City Facility to accommodate All West's Infrastructure shall be made exclusively by the City, based on technical evaluations, existing and planned occupancy, operational requirements, and applicable safety and regulatory considerations.

3.3 No Obligation to Provide Space. Nothing in this Section shall be construed to obligate the City to expand, modify, or otherwise alter any City Facility to create additional capacity for All West's use. The City reserves the right to deny any request for access to City Facilities if, in the City's sole discretion, such use is not practicable or would adversely affect City operations or interests.

4. Quarterly Coordination Meetings. To facilitate effective infrastructure planning and potential shared use of available resources, the Parties shall participate in quarterly coordination meetings, to be scheduled at mutually agreeable times. At each meeting:

4.1 All West shall present its planned fiber installation projects within the City for the upcoming quarter and identify locations where it seeks to explore use of City Facilities.

4.2 The City shall provide All West with information regarding City projects that may involve open trenches, conduit installation, or other opportunities for joint utility installation. All West may coordinate with the City to utilize such open trenches, where feasible, subject to applicable permitting and the City's approval.

5. Limitation on Each Party's Commitment under Agreement. Nothing in this Agreement shall require, or be deemed to require either party to make any Infrastructure or Services available to the other.

6. Consideration. The purpose of this Agreement is to establish a cooperative and equitable process where capacity in parallel corridors may be utilized to avoid duplicative Infrastructure. The parties desire to create a process that will expedite the shared use of Infrastructure, when desirable.

7. Nature of Rights Granted. The rights granted in accordance with this Agreement shall be for the City's use of the Designated Infrastructure and All West's right to access the PUE and use of the City Facilities for a period of years, all as identified in Exhibit A. The use of All West Infrastructure and City Facilities as designated on Exhibit A shall be referred

to as the “Available Infrastructure.” This Agreement does not contemplate the sale or transfer of any real or personal property associated with the Available Infrastructure. The rights granted herein may not include any necessary third party rights of way, easements, or permits, including but not limited to Utah Department of Transportation (“UDOT”), Salt Lake County, or other municipal jurisdiction, permits, rights of way, or easements, in which case each party shall be responsible for obtaining such rights as needed. Each party has the right to use the Available Infrastructure capacity for any purpose, consistent with the party’s respective mission(s) and the terms of this Agreement, provided that such use does not violate the law or does not threaten the technical or operational integrity of the Infrastructure as a whole or the other party’s Infrastructure capacity. The parties agree that they shall not have the right to sell, lease, or otherwise transfer any rights, title or interest in or to any of the Available Infrastructure received from the other party pursuant to this Agreement to any third party without prior written approval from the owner of the Available Infrastructure. The City specifically acknowledges and agrees that it will restrict its use of the Designated Infrastructure to City communications only, and will not engage in any commercial competition with All West using the Designated Infrastructure in any way without prior written approval from All West.

8. Construction and Maintenance Performed Under Agreement. The Available Infrastructure use rights granted pursuant to this Agreement will likely require the parties to coordinate construction and maintenance issues that are unique to each portion of the Available Infrastructure identified in Exhibit A. The parties agree to cooperate with respect to such issues in good faith, in a manner consistent with the intent of this Agreement and according to the following general principles:

- 8.1 Unless otherwise agreed, each party shall be responsible for any construction, reconstruction, installation, splicing or other capital project costs that are necessary to connect to the fiber optic system of the other party. This includes, by mutual agreement, costs associated with remediating damaged conduit, junction boxes or fiber optic cables approved for lease.
- 8.2 With respect to each portion of Available Infrastructure for which use rights are granted under this Agreement, prior to any construction, the granting party shall have reviewed and approved, in writing, design, construction and work plans for all construction, reconstruction, installation, connection, splicing or other work to be performed by the other party.
- 8.3 All West and the City each agree to not perform any construction, reconstruction, fiber installation, connection, splicing, or other work with respect to the fiber optic system of the other party (including the optical fiber strands for which the other party has granted use rights under this Agreement) without providing notice to, and receiving prior written approval from, the other party. The granting party has the right to have a representative present, at its sole cost and expense, during any and all construction, reconstruction, fiber installation, connection, splicing, or other work performed on the fiber optic system of the granting party. Access that requires a permit will follow standard permit procedures, including the payment of standard permit fees.

- 8.4 Both parties acknowledge and agree that they are members of Blue Stakes of Utah Utility Notification Center, Inc. (“Utah Blue Stakes”). Both Parties agree that they will fulfill all requirements as a utility “operator” as may be required pursuant to Utah law, as applicable, or pursuant to Blue Stakes rules and regulations. In addition to complying with Utah law with regard to underground facilities, neither party shall excavate, dig, trench, or otherwise expose any of the other parties’ network outside of an existing manhole or handhole without fourteen (14) days prior written notice to the other party; provided, however that All West may perform emergency repairs of the fiber upon prior notice (including without limitation, voicemail or email) to the City. After All West has installed fiber optic cables in underground facilities, All West will be responsible for “locating” such underground facilities under Utah Code §54-8a-5 et seq.
- 8.5 Each party shall be responsible for the routine costs of operating and maintaining its own Infrastructure, including any conduit, cables, fiber, boxes or other facilities used by the other party pursuant to this Agreement.
- 8.6 Neither party shall have any responsibility or obligation to maintain the other party’s communications system, nor shall either party be liable to the other party with respect thereto in any manner whatsoever. Each party will operate and maintain its Infrastructure in a manner that avoids unreasonable disruptions to the service of the other party. Except as otherwise provided in Section 12 of this Agreement, in the event of a disruption to service to any Available Infrastructure for which use rights have been granted to the other party, each party agrees to cooperate with the other party and to use commercially reasonable efforts to reinstate the other party’s communication connection as quickly as practicable.
- 8.7 In the event of any emergency which severs, damages, or renders unusable the Available Infrastructure for which rights have been granted to either party, either party may make the emergency repairs necessary to repair the Available Infrastructure.
9. All West’s Representations and Covenants. All West hereby covenants, represents and warrants that:
- 9.1. All licenses, certifications, approvals, authorizations or other actions by governmental authorities, or filings with any such authorities, have been or will be obtained or accomplished in connection with the execution, delivery and performance by All West of this Agreement.
- 9.2. All West has the requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by All West and the consummation by it of the transactions contemplated hereby have been duly and validly authorized by all necessary action and no other proceedings on the part of All West is necessary to authorize this Agreement or to consummate the transactions so contemplated hereby.

10. The City's Representations and Covenants. The City hereby covenants, represents and warrants that:
- 10.1. All licenses, certifications, approvals, authorizations or other actions by governmental authorities, or filings with any such authorities, have been or will be obtained or accomplished in connection with the execution, delivery and performance by the City of this Agreement.
- 10.2. The City has the requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by the City and the consummation by it of the transactions contemplated hereby have been duly and validly authorized by all necessary action by the governing body of the City and no other proceedings on the part of the City is necessary to authorize this Agreement or to consummate the transactions so contemplated hereby.
11. Right to Enter. Subject to paragraph 8.3 each party reserves the right to enter the buildings or other structures of the other party (at reasonable times and with notice to the other party) as necessary to inspect and operate any communications systems and equipment that are used pursuant to the use rights granted under this Agreement.
12. Duration and Termination of Rights Granted. Unless a shorter duration is specifically provided for herein (or in Exhibit A to this Agreement) or unless otherwise terminated as provided herein, the use rights granted with respect to any Available Infrastructure shall be effective on the date first set forth in the Exhibit A and shall thereafter continue for an initial period of fifteen (15) years. At the conclusion of the initial fifteen (15) year period, the use rights shall be extended for up to five (5) successive, consecutive five-year renewal terms upon mutual agreement by the parties. Should this Agreement be terminated neither party shall be permitted to remove any Infrastructure added by such party without the written consent of the other party.
13. First Right of Offer. Each Party shall have the first right of offer to purchase any part of the Available Infrastructure of which a Party desires to transfer ownership.
14. Right to Use. A Party utilizing the Available Infrastructure shall be granted continued use of the Available Infrastructure for the term identified in Exhibit A, regardless of any change in ownership of the Available Infrastructure.
15. Termination of Use Rights for Default. A Party's use of the Available Infrastructure may only be terminated in the event of a material breach by such Party, as provided in this Section, and cannot be unilaterally terminated by the owning Party for convenience. The City may terminate the IRU if All West does not maintain a current and valid franchise agreement with the City. Either Party may terminate this Agreement and use of the Available Infrastructure if the other Party materially breaches this Agreement and fails to cure such breach within thirty (30) days after receiving written notice from the non-breaching Party. The written notice must identify the breach with specificity and demand

its cure. If the breach cannot reasonably be cured within thirty (30) days, the breaching Party will not be deemed in default if it promptly initiates commercially reasonable efforts to cure the breach within the thirty (30)-day period and diligently pursues such efforts to completion.

16. Termination of Use Rights for Force Majeure Events. Notwithstanding Section 15 of this Agreement, either party may terminate the use rights it has granted to the other party: with respect to Infrastructure that is destroyed or rendered unusable by a Force Majeure Event, and provided that the terminating party does not undertake efforts to reconstruct or repair such Infrastructure within one hundred eighty (180) days following the Force Majeure Event. As used in this Section, the term “Force Majeure Event” means any event, whether foreseeable or unforeseeable, that prevents, nullifies or interferes with the enjoyment of the use rights granted pursuant to this Agreement provided that such event is beyond the reasonable control of the granting party and not attributable to fault or malfeasance on the part of the granting party. Force Majeure Events include, without limitation, the following: floods, earthquakes, fires, landslides, tornadoes, explosions, civil disturbances, acts of God or the public enemy, terrorist acts, military actions, actions of a court or public authority or labor disturbances/work stoppages.
17. Limitation on Warranties. Each party agrees that, subsequent to the grant of use rights pursuant to this Agreement, such party will not grant any additional rights to third parties, or take other affirmative actions, which materially impair the exercise of the use rights granted to the other party. Except as specifically provided in the preceding sentence, all use rights contemplated under this Agreement are granted with respect to the Available Infrastructure on “AS-IS” “WHERE-IS” basis, subject to all existing conditions, restrictions and encumbrances, and without any express or implied warranties whatsoever.
18. Term of Agreement. This Agreement shall be effective upon the date that it is fully executed by the parties and shall thereafter continue for thirty (30) years with two five (5) year automatic renewals, unless earlier terminated as provided herein. Either party may terminate this Agreement with cause at any time by providing not less than thirty days written notice to the other party. The termination of this Agreement shall not affect any rights granted hereunder prior to termination (which shall continue as set forth in Sections 12, 13, and 14 of this Agreement).
19. Mediation. In the event of any action, controversy or claim between the Parties arising out of or relating to this Agreement, or the breach thereof, the Parties may first engage in mediation to attempt to resolve the controversy, claim, or breach or they may select a mutually acceptable mediator to do so. Parties shall bear their respective costs incurred in mediation.
20. Costs of Enforcement. If either party files an action to enforce any covenant or condition of this Agreement, the prevailing party shall be entitled to reasonable attorney’s fees, and all costs associated with enforcement of this Agreement.
21. Title and Encumbrances. Each of the party’s respective communications systems attached to the demised Infrastructure and Available Infrastructure shall remain the property of

such party, and such party shall be solely responsible for the collection of and payment of all property, income, excise and use taxes and any special assessments of any kind that may be levied against such party's communications system. No party hereto shall make or create any agreement, obligation, or encumbrance nor perform or commit any act which creates any obligation, encumbrance, lien or attachment which would, in any way, hypothecate any other parties' rights, title or interest in or ownership of the other parties' property without the prior express written consent of the party of interest whose rights, title or interest might be hypothecated thereby.

22. Indemnification. Subject to the other provisions of this Section, each party agrees to indemnify and save harmless the other for damages, claims, suits and actions arising out of its own actions or omissions or the acts or omissions of its officers, agents, or employees in connection with this Agreement. It is expressly agreed between the parties (i) that the obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, Utah Code 63G-7-101 and is further limited only to claims that arise from the negligent acts or omissions of the indemnifying party and (ii) that this provision is not a waiver of the Governmental Immunity Act by either party.
23. Consequential Damages. In no event shall All West or the City be liable to the other party for special, consequential, exemplary or punitive damages as a result of the performance or non-performance of their obligations under this Agreement.
24. Notices. Any notice, demand, request, consent, submission, approval, designation or other communication which either party is required or desires to give under this Agreement must be made in writing and mailed to the designated recipient and at the address set forth below. Such notices shall be hand delivered, mailed (by first class mail, postage prepaid) or sent by recognized courier or delivery service. Notices shall be effective upon receipt.

If to All West, at:
All West/Utah, Inc.
Attn: _____
50 West 100 North
Kamas, Utah 84036

with a copy to:
Kira M. Slawson
Blackburn & Stoll, LC
257 East 200 South, Suite 800
Salt Lake City, UT 84111

If to the City, at:
Herriman City
Attn: City Manager _____
5355 West Herriman Main St.
Herriman, UT 84096

Either party may change its designated representative or the address for the receipt of notices by delivering written notice of such change to the other party according to the provisions of this Section.

25. Governing Law. This Agreement will be governed by the laws of the State of Utah, both as to interpretation and performance and without regard to conflict of law. It will be enforced only in a court of competent jurisdiction located in Utah.
26. Severability. If any provision of this Agreement will be held or deemed to be or will, in fact, be illegal, inoperative or unenforceable, the same will not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever, provided the essential terms of the Agreement remain the same.
27. Entire Agreement; Amendment. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and no statements, promises, or inducements made by either party or agents of either party that are not contained in this Agreement will be binding or valid. This Agreement may not be amended, enlarged, modified or altered except through a written instrument which is signed by both parties.
28. Assignment. Neither party may assign or delegate the rights or obligations of this Agreement without the written consent of the other party. Such assignment, if made by either party, shall in no way affect or diminish any right, title or interest of any other party who has an interest in the facilities subject hereto. Any assignment contract made by any party hereto shall contain a clause or clauses which obligate the new third party of interest to ALL the contractual obligations of the assigning party pursuant to this Agreement, including specifically at least, but not limited to, the obligations related to access to the facilities, payment of periodic maintenance costs, assignment and indemnification contained herein.
29. Binding Effect. This Agreement shall bind the parties, their successors and assigns.
30. Captions. The captions to the various sections of this Agreement are for convenience and ease of reference only and do not define, limit, augment, or describe the scope, content, or intent of this Agreement or any parts of this Agreement.
31. Time. Time is of the essence of each term, provision, and covenant of this Agreement.
32. Multiple Counterparts. This Agreement may be executed in any number of counterparts and by either of the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of this Agreement may be detached from any counterpart and reattached to any other counterpart hereof. The facsimile transmission of a signed original of this Agreement or any counterpart hereof and the retransmission of any signed facsimile transmission hereof shall be the same as the delivery of an original.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have each executed this Agreement as of the date first set forth above.

ALL WEST/UTAH, INC.

HERRIMAN CITY

By: _____
Matthew Weller
President

By: _____

Its: _____

APPROVED AS TO FORM AND
LEGALITY

Herriman City Attorney

**EXHIBIT “A”
AVAILABLE INFRASTRUCTURE**

**DESCRIPTION OF USE RIGHTS GRANTED UNDER _____, 2025 PUE ACCESS AND
INFRASTRUCTURE AGREEMENT**

The Agreement Exhibit A identifies the Available Infrastructure provided by All West to the City, and identifies and City Facilities provided by the City to All West. This Exhibit may be amended from time to time by written agreement of the parties as additional Available Infrastructure is identified by the parties.

ALL WEST SHALL PROVIDE TO THE CITY:

- 1) 4 specific dark fiber optic strands in the areas where All West’s fiber is installed within the boundaries of Herriman City.

THE CITY SHALL PROVIDE TO ALL WEST:

- 1) Access to the PUE within the boundaries of Herriman City.
- 2) Access to City Facilities as set forth in the table below.

Segment #	Segment Description	Facilities	Term of Use



STAFF REPORT

DATE: June 13, 2025

TO: The Honorable Mayor and City Council

FROM: Kyle Maurer, Director of Finance and Administrative Services

SUBJECT: Discussion and consideration of a Resolution amending the fiscal year 2026 Job Classification Plan and Salary Schedule

RECOMMENDATION:

Staff recommends approval of the proposed amendments.

ISSUE BEFORE COUNCIL:

Should the City Council amend the previously adopted Job Classification Plan and Salary Schedule?

ALIGNMENT WITH STRATEGIC PLAN:

E 8 – Ensure fiscal sustainability within all City functions; ES 8.2 - Adequate Staffing

BACKGROUND/SUMMARY:

The City Council previously adopted a Job Classification Plan and Salary Schedule. These documents authorize City staff to hire personnel according to the Plan and pay employees within the adopted schedule. A number of changes are being proposed to the Plan and Schedule for fiscal year 2026.

DISCUSSION:

A number of changes are being proposed to the Job Classification Plan and Salary Schedule for fiscal year 2026. These changes include:

- 2.9% Cost of Living Adjustment (moves all grades, ranges, and steps by 2.9%). In addition, a 0.50% merit increase is also being proposed (does not move grades, ranges, and steps).
- Reclassify the Management Analyst to Assistant to the City Manager and assign that to the L16 grade (Management Analyst is classified as L15).
- Add an Assistant Director of Finance position (Accountant position previously eliminated, position is requested due to workload and bandwidth issues in the department).

- Add a Deputy City Recorder position (Records Specialist position previously "frozen" without funding). Recent legislation surrounding data privacy has created a substantial amount of additional workload in the Recorder's Office.
- Eliminate the Police Court Services Officer Position (this has been contracted out to a private firm).
- Move 0.7 FTE to an "Events and Recreation Support Lead" (from Events Assistant) to better assist the Events Manager with various duties in the department.

A separate budget amendment is being proposed to fund the 2 previously eliminated and "frozen" positions.

ALTERNATIVES:

The City Council may choose not to approve the proposed changes, or may change certain proposals.

FISCAL IMPACT:

Fiscal impacts are identified in the fiscal year 2026 budget amendment.

ATTACHMENTS:

Proposed Job Classification Plan and Salary Schedule
Resolution

City of Herriman Job Classification Plan Fiscal Year 2026 (Effective July 1, 2025)						
Position	Grade	FY2024	FY2025	FY2026	Difference	Unfunded
General Fund						
Legislative						
Mayor*		0.5	0.5	0.5	-	-
City Council Member*		2.0	2.0	2.0	-	-
Total Legislative		2.5	2.5	2.5	-	-
Administration						
City Manager	L22	1.0	1.0	1.0	-	-
Assistant City Manager	L21	1.0	1.0	1.0	-	-
Assistant to the City Manager	L16	1.0	1.0	1.0	-	-
Executive Administrative Assistant	O14	1.0	1.0	1.0	-	-
Administrative Assistant	O12	1.0	1.0	1.0	-	-
Total Administration		5.0	5.0	5.0	-	-
City Attorney and Human Resources						
City Attorney						
City Attorney	L21	1.0	1.0	1.0	-	-
Prosecuting/Assistant City Attorney	L18	1.0	1.0	1.0	-	-
Legal Assistant	O13	1.0	1.0	1.0	-	-
Total City Attorney		3.0	3.0	3.0	-	-
Human Resources						
Human Resources Manager	L17	1.0	1.0	1.0	-	-
Human Resources Generalist I/II/III	O13					
	O14	2.0	2.0	2.0	-	-
	O15					
Total Human Resources		3.0	3.0	3.0	-	-
Total City Attorney and Human Resources		6.0	6.0	6.0	-	-
Information Technology and Communications						
Information Technology						
IT & Communications Director	L20	1.0	1.0	1.0	-	-
ITS Technician I/II/III	O13					
	O14	2.0	2.0	2.0	-	-
	O15					
Total Information Technology		3.0	3.0	3.0		
Communications						
Communications Manager	L16	1.0	1.0	1.0	-	-
Communications Specialist I/II/III	O12					
	O13	2.0	2.0	2.0	-	-
	O14					
Total Communications		3.0	3.0	3.0	-	-
Total Information Technology and Communications		6.0	6.0	6.0	-	-
Administrative Services						
Finance						
Director of Finance and Administrative Services	L20	1.0	1.0	1.0	-	-
Assistant Director of Finance	L18	-	-	1.0	1.0	-
City Treasurer	O16	1.0	1.0	1.0	-	-
Senior Accountant	L16	1.0	1.0	1.0	-	-
Accountant I/II	O14	1.0	1.0	1.0	-	-
	O15					

City of Herriman Job Classification Plan Fiscal Year 2026 (Effective July 1, 2025)						
Position	Grade	FY2024	FY2025	FY2026	Difference	Unfunded
Accounting Clerk	O13	1.0	1.0	1.0	-	-
Total Finance		5.0	5.0	6.0	1.0	-
City Recorder						
Deputy Director of Administrative Services	L18	1.0	1.0	1.0	-	-
Deputy City Recorder	O14	1.0	1.0	2.0	1.0	-
Passport Coordinator	O13	1.0	1.0	1.0	-	-
Records Specialist	O13	1.0	1.0	1.0	-	-
Total City Recorder		4.0	4.0	5.0	1.0	-
Customer Service						
Customer Service Supervisor	O14	1.0	1.0	1.0	-	-
Customer Service Technician I/II/III	O11					
	O12	3.0	3.0	3.0	-	-
	O13					
Total Customer Service		4.0	4.0	4.0	-	-
Justice Court						
Court Administrator	L16	1.0	1.0	1.0	-	-
Judicial Assistant I/II/III	O11					
	O12	2.0	2.0	2.0	-	-
	O13					
Police Court Services Officer	P12	1.4	1.4	-	(1.4)	-
Total Justice Court		4.4	4.4	3.0	(1.4)	-
Total Administrative Services		17.4	17.4	18.0	0.6	-
Parks, Recreation, and Events						
Parks & Cemetery						
Deputy Director of Parks, Recreation, & Events	L18	1.0	1.0	1.0	-	-
Parks Foreman	G14	1.0	1.0	1.0	-	-
Trails & Open Spaces Coordinator	G14	1.0	1.0	1.0	-	-
Parks Operations Coordinator	G13	1.0	1.0	1.0	-	-
City Arborist	G13	1.0	1.0	1.0	-	-
Parks Technician I/II/III III/Lead	G11					
	G12	14.4	14.8	15.4	0.6	-
	G13					
Parks Technician Part-Time	G10	0.3	0.3	0.3	-	-
Seasonal Parks Technicians	G10	2.5	3.1	2.5	(0.6)	-
Total Parks & Cemetery		22.2	23.2	23.2	-	-
Events						
Events Manager	L16	1.0	1.0	1.0	-	-
Events Technician I/II/III	G11					
	G12	1.0	1.0	1.0	-	-
	G13					
Events and Recreation Support Lead	G11	-	-	0.7	0.7	-
Events Assistant	G10	1.4	1.4	0.7	(0.7)	-
Seasonal Events Staff Supervisor	G9	1.3	1.3	1.3	-	-
Seasonal Events Staff						
Total Events		4.7	4.7	4.7	-	-
Ice Ribbon						

City of Herriman Job Classification Plan Fiscal Year 2026 (Effective July 1, 2025)							
Position	Grade	FY2024	FY2025	FY2026	Difference		Unfunded
Seasonal Events Staff Supervisor	G9	1.4	1.4	1.4	-		-
Seasonal Events Staff							
Blackridge Reservoir							
Seasonal Events Staff Supervisor	G9	1.2	1.2	1.2	-		-
Seasonal Events Staff							
Total Parks, Recreation, and Events		29.5	30.5	30.5			
Public Works							
Administration							
Public Works Director	L20	1.0	1.0	1.0	-		-
Director of Operations	L19	1.0	1.0	1.0	-		-
Operations Lead Administrative Coordinator	O14	1.0	1.0	1.0	-		-
Public Works Administrative Assistant	O12	1.0	1.0	1.0	-		-
Total Administration		4.0	4.0	4.0	-	-	
Facilities							
Facilities Manager	L16	1.0	1.0	1.0	-		1.0
Facilities Tech I/II/III III/Lead	G11						
	G12	3.0	3.0	3.0	-		-
	G13						
Total Facilities		4.0	4.0	4.0	-	1.0	
Fleet							
Shop Foreman	G14	1.0	1.0	1.0	-		-
Mechanic Technician I/II/III	G11						
	G12	1.0	1.0	1.0	-		-
	G13						
Fleet Administrative Assistant	O12	1.0	1.0	1.0	-		-
Parts Runner/Mechanic Apprentice	G11	1.0	1.0	1.0	-	-	
Total Fleet		4.0	4.0	4.0	-	-	
Streets							
Streets Manager	L16	1.0	1.0	1.0	-		-
Streets Foreman	G14	1.0	1.0	1.0	-		-
Streets Technician I/II/III III/Lead	G11						
	G12	7.0	7.0	7.0	-		-
	G13						-
Seasonal Streets Technician I	G11	1.0	1.0	1.0	-	-	
Total Streets		10.0	10.0	10.0	-	-	
Street Lights							
Street Light Foreman	G14	1.0	1.0	1.0	-		-
Street Light Technician I/II/III	G11						
	G12	1.0	1.0	1.0	-		-
	G13						-
Total Street Lights		2.0	2.0	2.0	-	-	
Total Public Works		24.0	24.0	24.0	-	1.0	
Community Development							
Administration							
Community Development Director	L20	1.0	1.0	1.0	-		-
Community Development Coordinator	O15	1.0	1.0	1.0	-		-
Total Administration		2.0	2.0	2.0	-	-	

City of Herriman
Job Classification Plan
Fiscal Year 2026 (Effective July 1, 2025)

Position	Grade	FY2024	FY2025	FY2026	Difference	Unfunded
Engineering						
City Engineer	L19	1.0	1.0	1.0	-	-
Public Utilities Engineering Manager	L18	1.0	1.0	1.0	-	-
Engineer I/II/III	L15					
	L16	-	1.0	1.0	-	
	L17					-
Property Acquisition Specialist	G15	1.0	-	-	-	-
Public Works Inspector Supervisor	G15	1.0	1.0	1.0	-	-
Project Manager	G14	1.0	1.0	1.0	-	-
Public Works Inspector I/II/III	G12					
	G13	2.0	2.0	2.0	-	
	G14					-
Storm Water Inspector I/II/III	G12					
	G13	2.0	2.0	2.0	-	
	G14					-
Total Engineering		9.0	9.0	9.0	-	-
GIS						
GIS Manager	L16	1.0	1.0	1.0	-	-
GIS Technician I/II/III	O13					
	O14	2.0	2.0	2.0	-	
	O15					-
Total GIS		3.0	3.0	3.0	-	-
Planning						
Director of Planning	L18	1.0	1.0	1.0	-	-
Planning Manager	L17	1.0	1.0	1.0	-	-
Planner I/II/III	O13					
	O14	2.0	2.0	2.0	-	-
	O15					
Total Planning		4.0	4.0	4.0	-	-
Economic Development						
Economic Development Coordinator	O14	1.0	1.0	1.0	-	-
Total Community Development		19.0	19.0	19.0	-	-
Public Safety						
Police						
Police Chief	L21	1.0	1.0	1.0	-	-
Police Deputy Chief	L19	1.0	1.0	1.0	-	-
Police Commander	L18	2.0	2.0	2.0	-	-
Police Sergeant	P16	8.0	8.0	8.0	-	-
Police Officer	P14	30.0	32.0	32.0	-	-
Police Master Officer	P15					
Police Office Coordinator	P14	1.0	1.0	1.0	-	-
Police Forensics Technician I/II	P12	1.0	1.0	1.0	-	-
	P13					
Police Victim Advocate	P12	1.0	1.0	1.0	-	-
Police Records Technician I/II	P11	3.0	3.0	3.0	-	-
	P12					
Total Police		48.0	50.0	50.0	-	-

City of Herriman Job Classification Plan Fiscal Year 2026 (Effective July 1, 2025)						
Position	Grade	FY2024	FY2025	FY2026	Difference	Unfunded
Animal Services						
Animal Services Supervisor	P15	1.0	1.0	1.0	-	-
Animal Services Technician I/II/III	P11					
	P12	2.0	2.0	2.0	-	-
	P13					
Total Animal Services		3.0	3.0	3.0	-	-
Community Services						
Police Community Services Officer	P12	2.0	2.0	2.0	-	-
Emergency Management						
Emergency Management Planning Specialist	P14	0.5	0.5	0.5	-	-
Crossing Guards						
Crossing Guard Coordinator	P11	0.5	0.5	0.5	-	-
Crossing Guard Assistant Coordinator	P10	0.1	0.1	0.1	-	-
Crossing Guards	P10	7.8	8.1	8.1	0.3	-
Total Crossing Guards		8.4	8.7	8.7	0.3	-
Total Public Safety		61.9	64.2	64.2	0.3	-
Total General Fund		171.3	174.6	175.2	0.9	1.0
Development Services Fund						
Building Official	L18	1.0	1.0	1.0	-	-
Deputy City Engineer	L18	-	1.0	1.0	-	-
Engineer I/II/III	L15					
	L16	1.0	-	-	-	-
	L17					
Assistant Building Official	G16	2.0	2.0	2.0	-	-
Building Inspector I/II/III	G13					
	G14	4.0	4.0	4.0	-	-
	G15					
Building Permit Technician I/II/III	O11					
	O12	3.0	3.0	3.0	-	-
	O13					
Total Development Services		11.0	11.0	11.0	-	-
Enterprise Funds						
Water						
Water Operations Manager	L17	1.0	1.0	1.0	-	-
Water Operator Foreman	G15	1.0	1.0	1.0	-	-
Lead Water Coordinator	O14	1.0	1.0	1.0	-	-
Water Conservation & Quality Coordinator	O13	1.0	1.0	1.0	-	-
Water Technician I Water Operator I/II/III/IV IV/Lead	G11					
	G12	20.0	20.0	20.0	-	-
	G13					
	G14					
Seasonal Water Technician	G11	0.5	0.5	0.5	-	-
GIS Tech Assistant	O11	0.7	0.7	0.7	-	-
Total Water Fund		25.2	25.2	25.2	-	-
Storm Water						
Storm Water Foreman	G14	1.0	1.0	1.0	-	-

City of Herriman Job Classification Plan Fiscal Year 2026 (Effective July 1, 2025)						
Position	Grade	FY2024	FY2025	FY2026	Difference	Unfunded
Storm Water Technician I/II/III	G11					
	G12	4.0	4.0	4.0	-	-
	G13					
Total Storm Water Fund		5.0	5.0	5.0	-	-
Total Enterprise Funds		30.2	30.2	30.2	-	-
Total Full-Time Equivalent		212.5	215.8	216.4	0.9	1.0

**Mayor and City Council Member positions are classified as 0.5 FTE for purposes of this schedule*

City of Herriman Fiscal Year 2026 Pay Grades and Ranges			
Grade	Minimum	Midpoint	Maximum
Leadership Grades (Salary)			
L22	\$ 162,795.11	\$ 203,379.03	\$ 244,116.10
L21	145,352.78	181,588.42	217,960.80
L20	126,346.16	157,932.70	189,519.24
L19	110,894.74	138,515.87	166,273.73
L18	98,041.34	122,654.23	147,130.38
L17	86,828.80	108,570.18	130,174.83
L16	76,846.91	95,990.26	115,270.36
L15	67,958.92	85,051.20	102,006.75
Office Staff Grades (Per Hour)			
O16	36.95	46.15	55.42
O15	32.67	40.89	49.04
O14	28.93	36.16	43.39
O13	22.92	28.65	34.39
O12	19.27	24.08	28.89
O11	16.60	20.76	24.91
O10	14.44	18.05	21.66
Skilled General Labor Grades (Per Hour)			
G16	40.64	50.76	60.96
G15	34.31	42.93	51.49
G14	26.74	37.96	45.56
G13	25.21	31.51	37.83
G12	21.51	26.49	31.78
G11	19.55	22.83	27.41
G10	14.44	18.05	21.66
G9	11.99	16.41	19.69
Public Safety Grades (Per Hour)			
P16	40.64	50.76	60.96
P15	34.31	42.93	51.49
P14	27.03	37.96	45.56
P13	25.21	32.90	40.60
P12	21.19	26.49	31.78
P11	18.26	22.83	27.41
P10	14.44	18.05	21.88

City of Herriman		
Fiscal Year 2026 Police Step Program		
Step	Hourly	Yearly
Officer		
1	\$ 31.68	\$ 65,894.40
2	33.59	69,867.20
3	34.59	71,947.20
4	35.63	74,110.40
5	36.70	76,336.00
6	40.56	84,364.80
7	41.77	86,881.60
8	43.03	89,502.40
9	44.32	92,185.60
10	45.64	94,931.20
Master Officer		
6	42.11	87,588.80
7	43.41	90,292.80
8	44.71	92,996.80
9	46.05	95,784.00
10	47.43	98,654.40
11	48.86	101,628.80
Sergeant		
1	51.83	107,806.40
2	53.64	111,571.20
3	55.52	115,481.60

HERRIMAN, UTAH

RESOLUTION NO. R -2025

**A RESOLUTION OF THE HERRIMAN CITY COUNCIL
APPROVING AN AMENDMENT TO THE
FISCAL YEAR 2025-2026 JOB CLASSIFICATION PLAN AND SALARY SCHEDULE**

WHEREAS, the Herriman City Council ("Council") met in regular meeting on June 25, 2025, to consider, among other things, approving an amendment to the 2025-2026 Job Classification Plan and fiscal year 2026 Salary Schedule; and

WHEREAS, the Council has determined it necessary to amend the Job Classification Plan and Salary Schedule to reflect a Cost of Living Adjustment and various staffing changes; and

WHEREAS, the Council determines that the amendment presented to the Council is necessary and appropriate.

NOW, THEREFORE, BE IT RESOLVED by the Council that the fiscal years 2025 and 2026 Job Classification Plan and fiscal year 2026 Salary Schedule is hereby amended as set forth on the attached Job Classification Plan.

This Resolution, shall take effect immediately upon passage and acceptance as provided herein.

PASSED AND APPROVED by the Council of Herriman, Utah, this 25th day of June, 2025.

HERRIMAN CITY COUNCIL

By: _____
Mayor Lorin Palmer

ATTEST: _____
Jackie Nostrom, MMC
City Recorder



STAFF REPORT

DATE: June 03, 2025

TO: The Honorable Mayor and City Council

FROM: Trevor Ram

SUBJECT: Review and consider a resolution to withdraw from Wasatch Front Waste & Recycling District

RECOMMENDATION:

Staff recommend the City Council adopt the resolution.

ISSUE BEFORE COUNCIL:

Should the City Council adopt the resolution?

ALIGNMENT WITH STRATEGIC PLAN:

ES 1 – Establish appropriate levels of service by function.

BACKGROUND/SUMMARY:

This report summarizes key points from Herriman City's exploration of an exit from Wasatch Front Waste & Recycling District (WFWRD) and prompts the City Council to vote on adopting a resolution to leave WFWRD.

DISCUSSION:

Solid waste collection services in Herriman City are currently provided by Wasatch Front Waste & Recycling District (WFWRD). In the January 22, 2025, City Council meeting, the City Council directed staff to explore an exit from WFWRD. At subsequent meetings, the council has provided guidance and support for the WFWRD exit, notably by authorizing a solid waste RFP, by authorizing staff to negotiate with haulers who responded to that RFP, and by supporting conversations with Trans-Jordan Cities (TJC) to become a member of their interlocal entity and gain access to their landfill capacity. As these steps have progressed, it has become clear that

alternatives to WFWRD are likely to be more economical and provide a similar level of service for this essential function.

Most recently, in the May 28, 2025, City Council meeting, the council directed staff to prepare a resolution for council adoption indicating Herriman City's desire to withdraw from WFWRD. That resolution is attached to this report for the council's consideration and adoption.

Given the council's consistent support of efforts to explore an exit from WFWRD, staff recommend the City Council adopt this resolution to formally begin the exit process in earnest.

ALTERNATIVES:

- 1. The City Council adopts the resolution as written (recommended).**
2. The City Council adopts the resolution with amendments.
3. The City Council does not adopt the resolution.

FISCAL IMPACT:

No direct fiscal impacts.

HERRIMAN, UTAH
RESOLUTION NO. 2025 -

**A RESOLUTION TO WITHDRAW FROM WASATCH FRONT WASTE &
RECYCLING DISTRICT**

WHEREAS, the Herriman City Council (the “Council”) met in a regular session on June 25, 2025, to consider, among other things, a proposed resolution withdrawing Herriman City (the “City”) from Wasatch Front Waste & Recycling District (the “District”); and

WHEREAS, the Council has expressed consistent support for exploring alternatives to solid waste service provision outside of the District since at least January 2025; and

WHEREAS, City staff identified economically viable alternatives for solid waste service provision outside of the District through an RFP process; and

AFTER careful consideration, the Council has determined that it is in the best interest of the health, safety, and welfare of the citizens of Herriman to approve the proposed Resolution.

NOW, THEREFORE, BE IT RESOLVED that the Council hereby approves this Resolution to withdraw Herriman City from Wasatch Front Waste & Recycling District.

PASSED AND APPROVED this 25th day of June 2025.

HERRIMAN CITY COUNCIL

By: _____
Mayor Lorin Palmer

ATTEST:

Jackie Nostrom, MMC
City Recorder



STAFF REPORT

DATE: June 03, 2025

TO: The Honorable Mayor and City Council

FROM: Trevor Ram

SUBJECT: Review and consider a resolution to approve an amendment to the Second Amended and Restated Interlocal Agreement creating Trans-Jordan Cities

RECOMMENDATION:

Staff recommend the City Council adopt the resolution as written.

ISSUE BEFORE COUNCIL:

Should the City Council adopt the resolution?

ALIGNMENT WITH STRATEGIC PLAN:

ES 1 – Establish appropriate levels of service by function.

BACKGROUND/SUMMARY:

This report summarizes information about a buy-in proposal prepared by Trans-Jordan Cities for Herriman City and prompts the City Council to vote on adopting a resolution to join Trans-Jordan Cities by approving an amendment to its interlocal agreement.

DISCUSSION:

Trans-Jordan Cities (TJC) is the interlocal entity that runs the Trans-Jordan Landfill (TJL). On April 21, 2025, Herriman City received a proposal from TJC to buy into the interlocal agreement as a member city. At the May 14, 2025, City Council meeting, staff received council direction to work with TJC toward the proposed buy-in. Below is a summary of the deal points:

- From the start of the agreement, Herriman City will have a vote on the TJC board (1 of 8 votes with a 5-vote majority).
- Herriman City's total cost to buy into TJC will be \$5,520,238.
- The buy-in sum will be paid in two ways:

1. Four annual cash payments of \$100,000 in years 2, 3, 4, and 5 of the agreement, and
 2. Applying the difference between non-member and member tipping fees toward the buy-in sum.
- The buy-in period will last until the buy-in sum is retired, *or* 15 years have elapsed from the start of the buy-in period, whichever happens first. Any buy-in amount remaining after 15 years will be forgiven.

It is notable that entering this agreement with TJC will likely secure landfill access for Herriman City residents for the next 80-100 years.

Since the May 14 meeting, Herriman City has received from TJC two documents that need to be executed to become a member of TJC. These documents have been reviewed by the City Attorney. The document under consideration here is an amendment to the Second Amended and Restated Interlocal Agreement creating Trans-Jordan Cities (dated December 1, 1995).

The resolution attached to this staff report authorizes the mayor, acting on behalf of Herriman City, to approve and sign the amendment to the interlocal agreement. TJC's current member cities are taking corresponding steps to ratify this amendment to the interlocal agreement. TJC leadership anticipates timely completion of these other steps. If the City Council adopts the resolution under consideration, it is anticipated that the buy-in can be executed with an anticipated effective date of July 1, 2025.

In addition to the legal formalities, there are two other practical considerations that follow from buying into TJC. The first is financial: given an effective date of July 1, 2025, the first cash payment of \$100,000 will be due on July 1, 2026. This amount will need to be added to the city budget for FY2027. The second is the ongoing solid waste RFP negotiations. Negotiations with all current and prospective solid waste haulers will need to account for this buy-in, potentially complicating those talks.

Given all this, staff recommend adopting the resolution to approve and sign the amendment to the interlocal agreement.

ALTERNATIVES:

1. **The City Council adopts the resolution as written (recommended).**
2. The City Council adopts the resolution with amendments.
3. The City Council does not adopt the resolution.

FISCAL IMPACT:

If the resolution is adopted, there will need to be additions to future city budgets, most pressingly for the first \$100,000 payment due July 1, 2026.

ATTACHMENTS:

HERRIMAN, UTAH
RESOLUTION NO. 2025 -

**A RESOLUTION AUTHORIZING THE APPROVAL OF AN AMENDMENT TO THE
SECOND AMENDED AND RESTATED INTERLOCAL AGREEMENT CREATING
TRANS-JORDAN CITIES DATED DECEMBER 1, 1995**

WHEREAS, the Herriman City Council (the “Council”) met in a regular session on June 25, 2025, to consider, among other things, a proposed resolution for Herriman City (the “City”) to authorize the approval of an amendment to the Second Amended and Restated Interlocal Agreement creating Trans-Jordan Cities (dated December 1, 1995); and

WHEREAS, Trans-Jordan Cities (“Trans-Jordan”) is an interlocal agreement presently with seven municipal members created for the purpose of providing integrated municipal solid waste services for its member cities; and

WHEREAS, the City is not presently a member of the interlocal agency and has recently expressed its desire to consider becoming a formal member of Trans-Jordan; and

WHEREAS, membership in Trans-Jordan will secure landfill access for City residents for at least 80 years; and

WHEREAS, informal and formal discussions have been held resulting in proposed documents and agreements being exchanged between the City and the Board of Directors of Trans-Jordan; and

WHEREAS, on or about April 17, 2025, the seven member Trans-Jordan Board unanimously indicated its favorable position to invite and accept the City as a member of the interlocal agreement of Trans-Jordan; and

WHEREAS, on or about April 21, 2025, the City received a proposal from Trans-Jordan to buy into Trans-Jordan as a member city; and

WHEREAS, City staff determined the terms of the proposed buy-in to be fair and sensible for the City and have made a favorable recommendation to the Council regarding the same; and

WHEREAS, meetings and other communications have transpired between Trans-Jordan and the various city members which have resulted in a proposed amendment.

AFTER careful consideration, the Council has determined that it is in the best interest of the health, safety, and welfare of the citizens of Herriman to approve the proposed Resolution.

NOW, THEREFORE, BE IT RESOLVED that the Council hereby approves this Resolution that the Second Amended Interlocal Agreement attached as Exhibit “A” be approved and that the mayor is authorized to sign the same.

PASSED AND APPROVED this 25th day of June 2025.

HERRIMAN CITY COUNCIL

By: _____
Mayor Lorin Palmer

ATTEST:

Jackie Nostrom, MMC
City Recorder

Exhibit “A”

**SECOND AMENDED
AND RESTATED
TRANS-JORDAN
CITIES
INTERLOCAL COOPERATION
AGREEMENT (LANDFILL
FACILITIES)**

This Second Amended and Restated Interlocal Cooperation Agreement (the "*Agreement*") is dated as of _____, 2025, and is among:

- (1) Draper City, Utah,
- (2) Herriman City, Utah
- (3) Midvale City, Utah,
- (4) Murray City, Utah,
- (5) Riverton City, Utah,
- (6) Sandy City, Utah,
- (7) South Jordan City, Utah; and
- (8) West Jordan City, Utah

(each a "*Member*" and collectively the "*Members*"). Each of the Members desires to contract with the other Members to form a separate legal entity to more efficiently provide governmental facilities, services and improvements for its citizens.

RECITALS

WHEREAS, the Members have previously entered into an Interlocal Agreement, dated May 22, 1968 and amended December 1, 1995 (the "*Prior Agreement*"), relative to the operation, maintenance and control of a refuse dumping ground situated east of Bingham Canyon, in Salt Lake County (the "*Original Facilities*"); and

WHEREAS, the Original Facilities have been expanded and it may be necessary or desirable to obtain additional suitable waste management facilities for the Members and their residents (the Original Facilities as so expanded and such additional solid waste management facilities being referred to herein collectively as the "*Solid Waste Management Facilities*"); and

WHEREAS, the Members desire to enter into this Agreement to amend and restate the Original Agreement, among other things, to create a separate legal entity and political subdivision pursuant to the provisions of the Interlocal Co-operation Act (the "*Agency*") to provide for the ownership, operation, maintenance and control of the Solid Waste Management Facilities by the Agency; and

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and in order to amend and restate the Original Agreement as provided herein, the parties hereto do mutually covenant, promise and agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.1. Meanings and Constructions. The terms defined in this Section, for all purposes of this Agreement and any amendments hereto, shall have the meanings herein set forth:

(a) *"Acts"* means, collectively, the Interlocal Co-operation Act and the Solid Waste Management Act.

(b) *"Agency"* means the Trans-Jordan Cities Interlocal Agency created by this Agreement pursuant to the Acts. Pursuant to the provisions of the Interlocal Co-operation Act, the Agency is deemed a political subdivision of the State.

(c) *"Agreement"* means this Amended and Restated Trans-Jordan Cities Interlocal Cooperation Agreement (Solid Waste Management Facilities), and any amendments or supplements hereto.

(d) *"Board"* means the board of directors of the Agency established pursuant to Section 3.1 hereof, consisting of the Representatives of the Members.

(e) *"Bylaws"* means the bylaws of the Agency as adopted and amended from time to time by the Board.

(f) *"Current Members"* means Draper City, Herriman City, Midvale City, Murray City, Riverton City, Sandy City, South Jordan City and West Jordan City.

(g) *"Interlocal Co-operation Act"* means the Interlocal Co-operation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended.

(h) *"Member"* means each of the Current Members and each city which becomes a Member of the Agency pursuant to Section 5.6 hereof provided that such Current Member or city, as the case may be, has not withdrawn from the Agency pursuant to Section 5.2 hereof.

(i) *"Prior Agreement"* means the Interlocal Agreement, dated May 22, 1968, among the Current Members, relative to the operation, maintenance and control of a refuse dumping ground situated east of Bingham Canyon, in Salt Lake County.

(j) *"Representative"* means the representative of each Member who has been appointed by the governing body of such Member to serve as a member of the Board or, in the absence or disability of the Representative, the Alternate Representative. *"Alternate Representative"* means the representative of each Member who has been appointed by the governing body of such Member to serve as a member of the Board in the absence or

disability of the Representative .

(k) *"Solid Waste"* means all putrescible and nonputrescible materials or substances discarded or rejected as being spent, useless, worthless, or in excess to the owner's needs at the time of discard or rejection, including garbage, refuse, industrial and commercial waste, sludges from air or water control facilities, rubbish, ashes, contained gaseous material, incinerator residue, demolition, and construction debris, discarded automobiles and offal, but not including sewage and other highly diluted water carried materials or substances and those in gaseous form.

(l) *"Solid Waste Management Facilities"* means any facility employed by the Agency for solid waste management. Such facilities may include, without limitation, land, any rights therein and improvements thereto, one or more buildings, structures or other improvements, machinery, equipment, vehicles and other facilities incidental to the foregoing, owned, operated or used by the Agency for the collection, transportation, transfer, storage, disposal, processing, treatment, recovery and re-use of Solid Waste. Such facilities may include land held for a future use or used as a buffer from adjacent land uses.

(m) *"Solid Waste Management Act"* means the Solid Waste Management Act, Title 19, Chapter 6, Part 5, Utah Code Annotated 1953, as amended .

(n) *"State"* means the State of Utah.

Section 1.2. Interpretations. This Agreement, except where the context by clear implication herein otherwise requires, shall be construed as follows:

- (a) definitions include both singular and plural;
- (b) pronouns include both singular and plural and cover both genders; and
- (c) the captions or headings of this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision, Article or Section of this Agreement.

Section 1.3. Successors. Whenever herein the Agency or any Member is named or is referred to, such provision shall be deemed to include the successors of the Agency or such Member, respectively, whether so expressed or not.

ARTICLE II

THE AGENCY

Section 2.1. Establishment. The Agency is hereby established as a separate legal entity and a political subdivision of the State by this Agreement among the Members. The Agency shall be a separate legal entity and a political subdivision of the State and not a joint venture or partnership among the Members. The name of the Agency so established is "*Trans-Jordan Cities.*"

Section 2.2. Purpose. The Agency is established for the purpose of providing for the acquisition, construction, ownership, operation, maintenance and improvement of Solid Waste Management Facilities, as authorized by the Acts and provided in this Agreement.

Section 2.3. Membership. The Members of the Agency shall be Draper City, Herriman City, Midvale City, Murray City, Riverton City, Sandy City, South Jordan City and West Jordan City. Each of the Members are cities constituting municipal corporations and political subdivisions in the State.

Section 2.4. Duration. Unless dissolved and terminated as provided in Section 5.2 of this Agreement, the term of this Agreement shall be for a period of fifty (50) years commencing with the effective date of this Agreement, and for such additional terms or extensions as may be authorized by law and by all of the Members. Any amendment or supplement to this Agreement shall automatically extend the term of this Agreement for a period of fifty (50) years from the effective date of such amendment or supplement unless otherwise provided in such amendment or supplement.

Section 2.5. Powers. In furtherance of the purposes set forth in this Agreement, the Agency shall have all powers conferred upon the Agency as a separate legal entity pursuant to the Acts, including the powers set forth in Section 11-13-5.5 of the Interlocal Co-operation Act, and all powers possessed by the Members under the laws of the State of Utah with respect to solid waste management, including the powers set forth in Section 19-6-503 of the Solid Waste Management Act (except for the power to levy and collect taxes which power is expressly withheld from the Agency) which powers are hereby delegated to the Agency to be exercised on behalf of the Members as contemplated by the Acts. The powers so conferred upon and delegated to the Agency shall include, without limitation, the power to:

- (a) own, purchase, lease as lessee or lessor, acquire by eminent domain or otherwise, construct, operate, maintain and repair or cause to be constructed, operated, maintained, repaired and closed any Solid Waste Management Facilities;
- (b) provide Solid Waste Management Facilities to handle adequately Solid Waste generated or existing within or without its jurisdiction;
- (c) provide for the use of Solid Waste Management Facilities by any Member or other entity or person upon such terms and conditions and with such

fees or charges as the Agency shall determine;

(d) establish rates, fees and charges for the use of or rights to the Solid Waste Management Facilities;

(e) provide for the insurance, including self-insurance, of any property or operations of the Agency or of its Members, directors, officers and employees, against any risk or hazard, and to indemnify its Members, directors, officers and employees against any risk or hazard;

(f) appoint, retain and employ officers, agents, independent contractors and employees to carry out its powers and functions hereunder and to fix their compensation and terms and conditions of employment;

(g) make and execute any contract relating to the Solid Waste Management Facilities with the federal or a state government or any agency thereof, with a Member or any unit of local government or with any person or entity;

(h) sue or be sued;

(i) assume, by agreement, responsibility for the collection and disposition of solid waste whether generated within or without its jurisdictional boundaries;

U) enter into short or long-term interlocal agreements with other public entities with public agencies as defined in Title 11, Chapter 13, Interlocal Cooperation Act, with private persons or entities, or any combination of them, to provide for or operate solid waste management facilities;

(k) levy and collect fees and charges as may be appropriate to discharge its responsibility for the acquisition, construction, operation, maintenance, and improvement of Solid Waste Management Facilities or any portion of them;

(l) accept and disburse funds derived from federal or state grants or from private sources or from moneys that may be appropriated by the State legislature for the acquisition, construction, ownership, operation, maintenance and improvement of Solid Waste Management Facilities;

(m) invest available funds as permitted by law;

(n) contract for the lease or purchase of land, facilities, and vehicles for the operation of solid waste management facilities;

(o) establish policies for the operation of solid waste management facilities, including hours of operation, character, and kind of wastes accepted at disposal sites, and other rules necessary for the safety of the operating personnel;

(p) sell or contract for the sale, pursuant to short or long-term agreements,

of any usable materials, energy, fuel, or heat separated, extracted, recycled, or recovered from solid waste in a solid waste management facility, on terms in its best interests, and to pledge, assign, or otherwise convey as security for the payment of its bonds any revenues and receipts derived from the sale or contract or from the operation and ownership of a solid waste management facility or an interest in it;

(q) make and execute all contracts and other instruments necessary or convenient to the exercise of its powers, including use agreements with any or all of the Members;

(r) adopt, amend and repeal ordinances; resolutions, rules and regulations with respect to its powers and functions and not inconsistent with the provisions of the Acts or this Agreement;

(s) issue bonds, notes or other obligations pursuant to Title 11, Chapter 14, Utah Municipal Bond Act, Title 11, Chapter 27, Utah Refunding Bond Act or other applicable provisions of law for the purposes for which the Agency was created, and assign, pledge or otherwise convey as security for the payment of any such bonds, notes or other obligations, the revenues and receipts derived from or in connection with all or part of Solid Waste Management Facilities, which assignment, pledge or other conveyance may, if so determined by the Board, rank prior in right to any other obligation except taxes, or payments in lieu of taxes, if any, payable to the State of Utah or its political subdivisions;

(t) issue industrial development revenue bonds pursuant to Title 11, Chapter 17, Utah Industrial Facilities and Development Act, to pay the costs of financing projects consisting of solid waste management facilities, as defined in Section 19-6-502, on behalf of entities that constitute the users of a solid waste management facility project within the meaning of Section 11-17-2, and agree to construct and operate or to provide for the construction and operation of a solid waste management facility project, which project shall manage the solid waste of one or more public or private entities, all pursuant to contracts and other arrangements provided for in the proceedings pursuant to which the bonds are issued. In addition to the authority to issue bonds contained in Title 11, Chapter 17, Utah Industrial Facilities and Development Act, bonds may be issued pursuant to the authority contained in this subsection to pay the costs of establishing reserves to pay principal and interest on the bonds as provided for in the proceedings pursuant to which the bonds are issued; and

(u) enter into contracts which provide for compensation to areas affected by Solid Waste Management Facilities;

(v) enter into contracts with the Members in which the Solid Waste Management Facilities are located controlling location, use, expansion, operation, maintenance and closing of the Solid Waste Management Facilities; and

(w) exercise all other powers incident to the purposes and objectives of the Agency which may be permitted by law.

ARTICLE III

GOVERNANCE AND FINANCES

Section 3.1. Governance; Board . (a) The Agency shall be governed by, and all legislative authority of the Agency shall be vested in and exercised by, the Board. The membership of the Board shall consist of the Representatives of all the Members. There shall be one Representative for each Member, who shall be appointed by vote of the governing body of the Member. The term of each Representative shall begin when he or she is appointed and shall continue until his or her successor is appointed. Each Representative shall have one vote on the Board, subject to the provisions of Section 3.3(c) hereof.

(b) Any Member may appoint one or more persons to serve as the Alternate Representative. The term of the Alternate Representative shall be the same as the term of the Representative. The Alternate Representative may attend any meeting of the Board and may vote as the Representative in the absence of the Representative from that Member or if there is a vacancy in the position of Representative from that Member. A person serving as Alternate Representative shall serve until his or her term expires and thereafter until the successor is appointed.

(c) All appointments of Representatives and Alternate Representatives shall be by resolution of the governing body of the appointing Member, a certified copy of which shall be filed with the Secretary of the Agency. Representatives and Alternate Representatives shall receive no compensation for their service in this capacity but may be reimbursed by the Agency for reasonable and necessary expenses incurred in performance of their duties.

(d) The Board shall elect one Representative to serve as Chairman and another Representative to serve as Vice-Chairman. The Chairman shall preside at all meetings of the Board. The Vice -Chairman shall preside over meetings of the Board in the Chairman's absence. The Board shall elect other persons, who need not be Representatives, to the positions of Secretary and Treasurer and may elect other persons, who need not be Representatives, to such other offices as the Board shall determine. The duties, terms of office, and manner of selection of the officers shall be prescribed in the Bylaws. The Board may provide that any officer of the Agency who is not a Representative may be compensated for service in such capacity.

(e) The Board shall determine the general policy of the Agency, shall approve the annual budget, shall make all appropriations (which may include appropriations made at any time in addition to those made in any annual appropriation document), shall determine the admission of additional Members, shall approve all contracts, shall establish rates and impose charges on Members for use of the Facilities, shall adopt any ordinances or resolutions providing for the issuance of bonds, notes or other obligations of the Agency, shall adopt the Bylaws, rules and regulations of the Agency, and shall exercise such powers of the Agency and perform such duties as may be prescribed in the Acts, this Agreement or the Bylaws.

(f) Except as a greater majority is otherwise provided in this Agreement or the Bylaws, actions required by law or by this Agreement to be taken by the Board shall be taken by an affirmative vote of a majority of the Representatives entitled to vote at the time of such vote.

(g) Upon the written request of any Representative, any matter with respect to the Agency shall be placed on the agenda of the Board.

Section 3.2. Budget; Authority Vested in Board. (a) The budget of the Agency shall be established and maintained in accordance with law by the Board. The budget shall provide for all expenditures of the Agency. The Board is empowered to obtain such fiscal and accounting services as it deems necessary in formulating, adopting, and administering the Agency's budget. Periodic audits will also be conducted as directed by the Board. The Agency shall operate on a fiscal year basis as determined by the Board.

(b) At least 30 days prior to the approval by the Board of each budget, the Board shall provide a copy of the proposed budget to each Member for its review and comment.

Section 3.3. Fees and Charges. (a) The Board is empowered to establish and to revise from time to time a schedule of rates and charges that is fair, equal and uniform.

(b) The Members agree to pay the fees and charges due to the Agency in accordance with the schedule of rates and charges established by the Board.

(c) Each Member shall be responsible to provide its share of any other funds required by the Board and to determine the manner in which said funds are raised; *however*, the Board may provide for a direct method of raising required revenues for the Agency from the users of the Solid Waste Management Facilities.

(d) All fees and charges by the Agency are due and payable by a Member within 30 days after presentation of the statement of such fees and charges to such Member. Any amount not paid within such 30-day period shall bear interest at a rate established by the Board. If such amount is not paid by such Member within 60 days after such amount is due, the Representative (including the Alternate Representative) shall lose his or her voting privilege until such amount, together with interest thereon, has been paid or arrangements acceptable to the Board for such payment have been made.

Section 3.4. Payment of In-lieu Fee. Responsive to Section 11-13-6(7) of the Interlocal Co-operation Act, the price of any product of the service or benefit to the consumer allocated to any buyer except the Members shall include the amount necessary to provide for the payments of the in-lieu fee provided for in Section 11-13-25 of the Interlocal Co operation Act, if applicable.

ARTICLE IV

GENERAL REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 4.1. Members are Cities; No Violation of Laws, etc. Each Member represents

and warrants that it is a city constituting a municipal corporation and political subdivision of the State and is authorized to enter into this Agreement and to carry out its obligations hereunder and that the execution and delivery of this Agreement will not violate under any law, order, regulation, order or rule to which such Member is subject or give rise to a default under any contract or other agreement to which such Member is a party.

Section 4.2. No Litigation. Each Member represents and warrants that there is no litigation or legal or governmental action, proceeding, inquiry or investigation pending or threatened by governmental authorities or others or to which such Member is a party or to which any of its property is subject which, if determined adversely to the Member, would individually or in the aggregate affect the validity or the enforceability of this Agreement with respect to the Member, or otherwise materially adversely affect the ability of the Member to comply with its obligations under this Agreement.

ARTICLE V

GENERAL PROVISIONS CONCERNING THIS AGREEMENT AND THE AGENCY

Section 5.1. Effective Date. (a) This Agreement shall be in full force and effect and be legally binding upon a Member only after its execution and approval by written resolution duly adopted by the governing body of such Member. This Agreement shall be in full force and effect and be legally binding upon all the Members upon its execution by all of the Members.

(b) Within thirty days after execution of this Agreement by a Member it shall make its appointments to the Board. Within sixty days of the effective date of this Agreement, the Board shall meet and as soon as may be practicable shall elect the officers of the Agency and adopt such Bylaws as may be appropriate.

(c) Each of the parties hereto hereby ratify and confirm the membership in the Agency of each other party to this Agreement and hereby waive any defect in the admission or to the membership in the Agency of any other party to this Agreement.

Section 5.2. Withdrawal, Termination and Dissolution. (a) Any Member may withdraw as a Member of the Agency at any time without the consent of the Board of Directors, provided that the withdrawing Member shall remain obligated (i) as provided in Section 3.3 hereof, (ii) under the terms and conditions of any outstanding use agreement between the withdrawing Member and the Agency, and (iii) for any liabilities imposed by law. No Member may withdraw from the Agency while and so long as any bonds, notes or other obligations of the Agency are outstanding, except as permitted by the resolution or other documents authorizing the issuance of such bonds, notes or other obligations.

(b) Any Member may withdraw pursuant to paragraph (a) of this Section only upon filing with the Secretary of the Board no less than 180 days before the intended effective date of withdrawal a certified copy of a resolution of the Member determining so to withdraw.

(c) Upon withdrawal of any Member, all amounts theretofore paid or contributed by such Member shall be and remain the property of the Agency and no part thereof shall be refunded to the withdrawing Member. After the effective date of the withdrawal of any Member, the Board composed of the remaining Representatives shall continue to have and assume all of the rights, duties and obligations herein provided for.

(d) The Agency shall be dissolved and terminated (i) upon the withdrawal of one or more Members so as to reduce the number of Members to one, or (ii) upon the filing with the Secretary of the Agency of certified copies of resolutions of all or substantially all of the Members determining to dissolve and terminate the Agency. As used in this paragraph (d), the term "substantially all of the Members" means all of the Members except one.

(e) Notwithstanding the provisions of paragraph (c), as long as any bonds, notes or other obligations of the Agency are outstanding and unpaid, the Agency shall not dissolve and terminate.

(f) Promptly upon any Member withdrawing from the Agency, or upon action having been taken to dissolve and terminate the Agency, that fact shall be certified by the Secretary of the Board to each of the Members.

Section 5.3. Disposition of Assets. Upon termination of this Agreement, title to all assets of the Agency upon its dissolution shall revert to the Members in proportion to their payment of fees and charges for use of the Solid Waste Management activities for the ten fiscal years immediately preceding such termination; *provided, however*, that the Board shall provide for the retention of assets or moneys sufficient, in the Board's sole judgment, to provide for the payment of any unsatisfied liabilities of the Agency. The Board is hereby authorized to take such actions as shall be necessary to effectuate the termination of the Agency and to dispose of the property of the Agency.

Section 5.4. Continuing Responsibility for Kennecott Indemnification. Each Member hereby agrees to pay its proportionate share of any liability of the Agency pursuant to the indemnification agreement dated December 14, 1993, to Kennecott Utah Copper Corporation, a Delaware corporation. The undertaking of each Member contained in the next preceding sentence shall, with respect to each Member, survive the withdrawal by such Member from the Agency or the dissolution and termination of the Agency.

Section 5.5. Nonprofit Status. The Agency shall be a nonprofit entity. Any net earnings of the Agency (other than those required to retire indebtedness of the Agency or to implement any program undertaken by it) will not inure to the benefit of any private person.

Section 5.6. Qualification and Admission of Members. (a) Any city in the State may be accepted into the Agency as a Member upon satisfaction of the requirements of this Section.

(b) The city council of a city that seeks to be accepted as a Member shall adopt and file with the Agency a resolution agreeing to membership in the Agency and accepting the terms and conditions of this Agreement. Thereafter, the Board shall consider the proposed

membership and determine whether to accept or decline such request for membership. A city shall be accepted into the Agency as a Member upon a two-thirds favorable vote of the Board at a meeting thereof.

Section 5.13. Amendments to this Agreement. This Agreement may be amended only upon the approval of such amendment by a written resolution duly adopted by the governing body of each of the Members. No amendment shall be made which would in any way materially prejudice the rights of any parties to whom the Agency owes money .

Section 5.14. Governing Law; Determination. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. Responsive to Section 11-13-12 of the Act, it is hereby determined that the provision by the Agency of the services and facilities authorized by this Agreement is authorized under applicable laws of the State of Utah.

DATE: _____, 2025

(Name of City)

By: _____
(Title)

[SEAL]

ATTEST AND COUNTERSIGN:

By: _____
City Recorder

Approved as to proper form and compatibility with the laws of the State of Utah, and duly authorized, executed and delivered by the Member.

DATED: _____, 2025

DATE: _____, 2025

(Name of City)

By: _____
(Title)

[SEAL]

ATTEST AND COUNTERSIGN:

By: _____
City Recorder

Approved as to proper form and compatibility with the laws of the State of Utah, and duly authorized, executed and delivered by the Member.

DATED: _____, 2025

DATE: _____, 2025

(Name of City)

By: _____
(Title)

[SEAL]

ATTEST AND COUNTERSIGN:

By: _____
City Recorder

Approved as to proper form and compatibility with the laws of the State of Utah, and duly authorized, executed and delivered by the Member.

DATED: _____, 2025

**DRAPER CITY, UTAH, HERRIMAN CITY, UTAH, RIVERTON CITY,
UTAH MIDVALE CITY, UTAH, MURRAY CITY, UTAH, SANDY CITY,
UTAH, SOUTH JORDAN CITY, UTAH
WEST JORDAN CITY, UTAH**

**SECOND AMENDED AND RESTATED TRANS-JORDAN CITIES
INTERLOCAL COOPERATION AGREEMENT
(Solid Waste Management Facilities)**

December 1, 1995

Adopted June , 2025

TABLE OF CONTENTS

RECITALS	3
ARTICLE I. DEFINITIONS AND INTERPRETATIONS.....	4
Section 1.1. Meanings and Constructions.....	4
Section 1.2. Interpretations.....	5
Section 1.3. Successors.....	5
ARTICLE II. THE AGENCY.....	5
Section 2.1. Establishment.....	5
Section 2.2. Purpose.....	6
Section 2.3. Membership.....	6
Section 2.4. Duration.....	6
Section 2.5. Powers.....	6
ARTICLE III. GOVERNANCE AND FINANCES.....	9
Section 3.1. Governance; Board.....	9
Section 3.2. Budget; Authority Vested in Board.....	10
Section 3.3. Fees and Charges.....	10
Section 3.4. Payment of In-lieu Fee.....	11
ARTICLE IV. GENERAL REPRESENTATIONS, WARRANTIES AND COVENANTS	11
Section 4.1. Members are Cities; No Violation of Laws, etc.	11
Section 4.2. No Litigation.....	11
ARTICLE V. GENERAL PROVISIONS CONCERNING THIS AGREEMENT AND THE AGENCY	11
Section 5.1. Effective Date.....	11
Section 5.2. Withdrawal, Termination and Dissolution.....	12
Section 5.3. Disposition of Assets.....	12
Section 5.4. Continuing Responsibility for Kennecott Indemnification.....	13
Section 5.5. Nonprofit Status.....	13
Section 5.6. Qualification and Admission of Members.....	13
Section 5.7. Services Provided by Members.....	13
Section 5.8. Nonassignability.....	13
Section 5.9. Severability.....	14
Section 5.10. Counterparts; Execution of Documents; Filing.....	14
Section 5.11. Waiver.....	14
Section 5.12. Complete Agreement.....	14
Section 5.13. Amendments to this Agreement.....	14
Section 5.14. Governing Law; Determination.....	14

**SECOND AMENDED AND RESTATED TRANS-JORDAN CITIES
INTERLOCAL COOPERATION AGREEMENT
(LANDFILL FACILITIES)**

This Second Amended and Restated Interlocal Cooperation Agreement (the "*Agreement*") is dated as of June [REDACTED], 2025, and is among:

- (1) Draper City, Utah,
- (2) Herriman City, Utah
- (3) Midvale City, Utah,
- (4) Murray City, Utah,
- (5) Riverton City, Utah,
- (6) Sandy City, Utah,
- (7) South Jordan City, Utah; and
- (8) West Jordan City, Utah

(each a "*Member*" and collectively the "*Members*"). Each of the Members desires to contract with the other Members to form a separate legal entity to more efficiently provide governmental facilities, services and improvements for its citizens.

RECITALS

WHEREAS, the Members have previously entered into an Interlocal Agreement, dated May 22, 1968 and amended December 1, 1995 (the "*Prior Agreement*"), relative to the operation, maintenance and control of a refuse dumping ground situated east of Bingham Canyon, in Salt Lake County (the "*Original Facilities*"); and

WHEREAS, the Original Facilities have been expanded and it may be necessary or desirable to obtain additional suitable waste management facilities for the Members and their residents (the Original Facilities as so expanded and such additional solid waste management facilities being referred to herein collectively as the "*Solid Waste Management Facilities*"); and

WHEREAS, the Members desire to enter into this Agreement to amend and restate the Original Agreement, among other things, to create a separate legal entity and political subdivision pursuant to the provisions of the Interlocal Co-operation Act (the "*Agency*") to provide for the ownership, operation, maintenance and control of the Solid Waste Management Facilities by the Agency; and

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and in order to amend and restate the Original Agreement as provided herein, the parties

hereto do mutually covenant, promise and agree as follows:

ARTICLE I. DEFINITIONS AND INTERPRETATIONS

Section 1.1. Meanings and Constructions.

The terms defined in this Section, for all purposes of this Agreement and any amendments hereto, shall have the meanings herein set forth:

(a) *"Acts"* means, collectively, the Interlocal Co-operation Act and the Solid Waste Management Act.

(b) *"Agency"* means the Trans-Jordan Cities Interlocal Agency created by this Agreement pursuant to the Acts. Pursuant to the provisions of the Interlocal Co-operation Act, the Agency is deemed a political subdivision of the State.

(c) *"Agreement"* means this Amended and Restated Trans-Jordan Cities Interlocal Cooperation Agreement (Solid Waste Management Facilities), and any amendments or supplements hereto.

(d) *"Board"* means the board of directors of the Agency established pursuant to Section 3.1 hereof, consisting of the Representatives of the Members.

(e) *"Bylaws"* means the bylaws of the Agency as adopted and amended from time to time by the Board.

(f) *"Current Members"* means Draper City, Herriman City, Midvale City, Murray City, Riverton City, Sandy City, South Jordan City and West Jordan City.

(g) *"Interlocal Co-operation Act"* means the Interlocal Co-operation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended.

(h) *"Member"* means each of the Current Members and each city which becomes a Member of the Agency pursuant to Section 5.6 hereof provided that such Current Member or city, as the case may be, has not withdrawn from the Agency pursuant to Section 5.2 hereof.

(i) *"Prior Agreement"* means the Interlocal Agreement, dated May 22, 1968, among the Current Members, relative to the operation, maintenance and control of a refuse dumping ground situated east of Bingham Canyon, in Salt Lake County.

(j) *"Representative"* means the representative of each Member who has been appointed by the governing body of such Member to serve as a member of the Board or, in the absence or disability of the Representative, the Alternate Representative.

(k) *"Alternate Representative"* means the representative of each Member who has been appointed by the governing body of such Member to serve as a member of the Board in the absence or disability of the Representative.

(l) *"Solid Waste"* means all putrescible and nonputrescible materials or substances discarded or rejected as being spent, useless, worthless, or in excess to the owner's needs at the time of discard or rejection, including garbage, refuse, industrial and commercial waste, sludges from air or water control facilities, rubbish, ashes, contained gaseous material, incinerator residue, demolition, and construction debris, discarded automobiles and offal, but not including sewage and other highly diluted water carried materials or substances and those in gaseous form.

(m) *"Solid Waste Management Facilities"* means any facility employed by the Agency for solid waste management. Such facilities may include, without limitation, land, any rights therein and improvements thereto, one or more buildings, structures or other improvements, machinery, equipment, vehicles and other facilities incidental to the foregoing, owned, operated or used by the Agency for the collection, transportation, transfer, storage, disposal, processing, treatment, recovery and re-use of Solid Waste. Such facilities may include land held for a future use or used as a buffer from adjacent land uses.

(n) *"Solid Waste Management Act"* means the Solid Waste Management Act, Title 19, Chapter 6, Part 5, Utah Code Annotated 1953, as amended.

(o) *"State"* means the State of Utah.

Section 1.2. Interpretations.

This Agreement, except where the context by clear implication herein otherwise requires, shall be construed as follows:

- (a) definitions include both singular and plural;
- (b) pronouns include both singular and plural and cover both genders; and
- (c) the captions or headings of this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision, Article or Section of this Agreement.

Section 1.3. Successors.

Whenever herein the Agency or any Member is named or is referred to, such provision shall be deemed to include the successors of the Agency or such Member, respectively, whether so expressed or not.

ARTICLE II. THE AGENCY

Section 2.1. Establishment.

The Agency is hereby established as a separate legal entity and a political subdivision of the State by this Agreement among the Members. The Agency shall be a separate legal

entity and a political subdivision of the State and not a joint venture or partnership among the Members. The name of the Agency so established is "*Trans-Jordan Cities*."

Section 2.2. Purpose.

The Agency is established for the purpose of providing for the acquisition, construction, ownership, operation, maintenance and improvement of Solid Waste Management Facilities, as authorized by the Acts and provided in this Agreement.

Section 2.3. Membership.

The Members of the Agency shall be Draper City, Herriman City, Midvale City, Murray City, Riverton City, Sandy City, South Jordan City and West Jordan City. Each of the Members are cities constituting municipal corporations and political subdivisions in the State.

Section 2.4. Duration.

Unless dissolved and terminated as provided in Section 5.2 of this Agreement, the term of this Agreement shall be for a period of fifty (50) years commencing with the effective date of this Agreement, and for such additional terms or extensions as may be authorized by law and by all of the Members. Any amendment or supplement to this Agreement shall automatically extend the term of this Agreement for a period of fifty (50) years from the effective date of such amendment or supplement unless otherwise provided in such amendment or supplement.

Section 2.5. Powers.

In furtherance of the purposes set forth in this Agreement, the Agency shall have all powers conferred upon the Agency as a separate legal entity pursuant to the Acts, including the powers set forth in Section 11-13-5.5 of the Interlocal Co-operation Act, and all powers possessed by the Members under the laws of the State of Utah with respect to solid waste management, including the powers set forth in Section 19-6-503 of the Solid Waste Management Act (except for the power to levy and collect taxes which power is expressly withheld from the Agency) which powers are hereby delegated to the Agency to be exercised on behalf of the Members as contemplated by the Acts. The powers so conferred upon and delegated to the Agency shall include, without limitation, the power to:

- (a) own, purchase, lease as lessee or lessor, acquire by eminent domain or otherwise, construct, operate, maintain and repair or cause to be constructed, operated, maintained, repaired and closed any Solid Waste Management Facilities;
- (b) provide Solid Waste Management Facilities to handle adequately Solid Waste generated or existing within or without its jurisdiction;
- (c) provide for the use of Solid Waste Management Facilities by any Member or other entity or person upon such terms and conditions and with such fees or charges as the

Agency shall determine;

(d) establish rates, fees and charges for the use of or rights to the Solid Waste Management Facilities;

(e) provide for the insurance, including self-insurance, of any property or operations of the Agency or of its Members, directors, officers and employees, against any risk or hazard, and to indemnify its Members, directors, officers and employees against any risk or hazard;

(f) appoint, retain and employ officers, agents, independent contractors and employees to carry out its powers and functions hereunder and to fix their compensation and terms and conditions of employment;

(g) make and execute any contract relating to the Solid Waste Management Facilities with the federal or a state government or any agency thereof, with a Member or any unit of local government or with any person or entity;

(h) sue or be sued;

(i) assume, by agreement, responsibility for the collection and disposition of solid waste whether generated within or without its jurisdictional boundaries;

(j) enter into short or long-term interlocal agreements with other public entities with public agencies as defined in Title 11, Chapter 13, Interlocal Co-operation Act, with private persons or entities, or any combination of them, to provide for or operate solid waste management facilities;

(k) levy and collect fees and charges as may be appropriate to discharge its responsibility for the acquisition, construction, operation, maintenance, and improvement of Solid Waste Management Facilities or any portion of them;

(l) accept and disburse funds derived from federal or state grants or from private sources or from moneys that may be appropriated by the State legislature for the acquisition, construction, ownership, operation, maintenance and improvement of Solid Waste Management Facilities;

(m) invest available funds as permitted by law;

(n) contract for the lease or purchase of land, facilities, and vehicles for the operation of solid waste management facilities;

(o) establish policies for the operation of solid waste management facilities, including hours of operation, character, and kind of wastes accepted at disposal sites, and other rules necessary for the safety of the operating personnel;

(p) sell or contract for the sale, pursuant to short or long -term agreements, of any usable materials, energy, fuel, or heat separated, extracted, recycled, or recovered from solid waste in a solid waste management facility, on terms in its best interests, and to pledge, assign, or otherwise convey as security for the payment of its bonds any revenues and receipts derived from the sale or contract or from the operation and ownership of a solid waste management facility or an interest in it;

(q) make and execute all contracts and other instruments necessary or convenient to the exercise of its powers, including use agreements with any or all of the Members;

(r) adopt, amend and repeal ordinances; resolutions, rules and regulations with respect to its powers and functions and not inconsistent with the provisions of the Acts or this Agreement;

(s) issue bonds, notes or other obligations pursuant to Title 11, Chapter 14, Utah Municipal Bond Act, Title 11, Chapter 27. Utah Refunding Bond Act or other applicable provisions of law for the purposes for which the Agency was created, and assign, pledge or otherwise convey as security for the payment of any such bonds, notes or other obligations, the revenues and receipts derived from or in connection with all or part of Solid Waste Management Facilities, which assignment, pledge or other conveyance may, if so determined by the Board, rank prior in right to any other obligation except taxes, or payments in lieu of taxes, if any, payable to the State of Utah or its political subdivisions;

(t) issue industrial development revenue bonds pursuant to Title 11, Chapter 17, Utah Industrial Facilities and Development Act, to pay the costs of financing projects consisting of solid waste management facilities, as defined in Section 19-6-502, on behalf of entities that constitute the users of a solid waste management facility project within the meaning of Section 11-17-2, and agree to construct and operate or to provide for the construction and operation of a solid waste management facility project, which project shall manage the solid waste of one or more public or private entities, all pursuant to contracts and other arrangements provided for in the proceedings pursuant to which the bonds are issued. In addition to the authority to issue bonds contained in Title 11, Chapter 17, Utah Industrial Facilities and Development Act, bonds may be issued pursuant to the authority contained in this subsection to pay the costs of establishing reserves to pay principal and interest on the bonds as provided for in the proceedings pursuant to which the bonds are issued; and

(u) enter into contracts which provide for compensation to areas affected by Solid Waste Management Facilities;

(v) enter into contracts with the Members in which the Solid Waste Management Facilities are located controlling location, use, expansion, operation, maintenance and closing of the Solid Waste Management Facilities; and

(w) exercise all other powers incident to the purposes and objectives of the Agency which may be permitted by law.

ARTICLE III. GOVERNANCE AND FINANCES

Section 3.1. Governance; Board.

(a) The Agency shall be governed by, and all legislative authority of the Agency shall be vested in and exercised by, the Board. The membership of the Board shall consist of the Representatives of all the Members. There shall be one Representative for each Member, who shall be appointed by vote of the governing body of the Member. The term of each Representative shall begin when he or she is appointed and shall continue until his or her successor is appointed. Each Representative shall have one vote on the Board, subject to the provisions of Section 3.3(c) hereof.

(b) Any Member may appoint one or more persons to serve as the Alternate Representative. The term of the Alternate Representative shall be the same as the term of the Representative. The Alternate Representative may attend any meeting of the Board and may vote as the Representative in the absence of the Representative from that Member or if there is a vacancy in the position of Representative from that Member. A person serving as Alternate Representative shall serve until his or her term expires and thereafter until the successor is appointed.

(c) All appointments of Representatives and Alternate Representatives shall be by resolution of the governing body of the appointing Member, a certified copy of which shall be filed with the Secretary of the Agency. Representatives and Alternate Representatives shall receive no compensation for their service in this capacity but may be reimbursed by the Agency for reasonable and necessary expenses incurred in performance of their duties.

(d) The Board shall elect one Representative to serve as Chairman and another Representative to serve as Vice-Chairman. The Chairman shall preside at all meetings of the Board. The Vice-Chairman shall preside over meetings of the Board in the Chairman's absence. The Board shall elect other persons, who need not be Representatives, to the positions of Secretary and Treasurer and may elect other persons, who need not be Representatives, to such other offices as the Board shall determine. The duties, terms of office, and manner of selection of the officers shall be prescribed in the Bylaws. The Board may provide that any officer of the Agency who is not a Representative may be compensated for service in such capacity.

(e) The Board shall determine the general policy of the Agency, shall approve the annual budget, shall make all appropriations (which may include appropriations made at any time in addition to those made in any annual appropriation document), shall determine the admission of additional Members, shall approve all contracts, shall establish rates and impose charges on Members for use of the Facilities, shall adopt any ordinances or resolutions providing for the issuance of bonds, notes or other obligations of the Agency, shall adopt the Bylaws, rules and regulations of the Agency, and shall exercise such powers of the Agency and perform such duties as may be prescribed in the Acts, this Agreement or the Bylaws.

(f) Except as a greater majority is otherwise provided in this Agreement or the Bylaws, actions required by law or by this Agreement to be taken by the Board shall be taken by an affirmative vote of a majority of the Representatives entitled to vote at the time of such vote.

(g) Upon the written request of any Representative, any matter with respect to the Agency shall be placed on the agenda of the Board.

Section 3.2. Budget; Authority Vested in Board.

(a) The budget of the Agency shall be established and maintained in accordance with law by the Board. The budget shall provide for all expenditures of the Agency. The Board is empowered to obtain such fiscal and accounting services as it deems necessary in formulating, adopting, and administering the Agency's budget. Periodic audits will also be conducted as directed by the Board. The Agency shall operate on a fiscal year basis as determined by the Board.

(b) At least 30 days prior to the approval by the Board of each budget, the Board shall provide a copy of the proposed budget to each Member for its review and comment.

Section 3.3. Fees and Charges.

(a) The Board is empowered to establish and to revise from time to time a schedule of rates and charges that is fair, equal and uniform.

(b) The Members agree to pay the fees and charges due to the Agency in accordance with the schedule of rates and charges established by the Board.

(c) Each Member shall be responsible to provide its share of any other funds required by the Board and to determine the manner in which said funds are raised; *however*, the Board may provide for a direct method of raising required revenues for the Agency from the users of the Solid Waste Management Facilities.

(d) All fees and charges by the Agency are due and payable by a Member within 30 days after presentation of the statement of such fees and charges to such Member. Any amount not paid within such 30-day period shall bear interest at a rate established by the Board. If such amount is not paid by such Member within 60 days after such amount is due, the Representative (including the Alternate Representative) shall lose his or her voting privilege until such amount, together with interest thereon, has been paid or arrangements acceptable to the Board for such payment have been made.

Section 3.4. Payment of In-lieu Fee.

Responsive to Section 11-13-6(7) of the Interlocal Co-operation Act, the price of any product of the service or benefit to the consumer allocated to any buyer except the Members shall include the amount necessary to provide for the payments of the in-lieu fee provided for in Section 11-13-25 of the Interlocal Co-operation Act, if applicable.

ARTICLE IV. GENERAL REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 4.1. Members are Cities; No Violation of Laws, etc.

Each Member represents and warrants that it is a city constituting a municipal corporation and political subdivision of the State and is authorized to enter into this Agreement and to carry out its obligations hereunder and that the execution and delivery of this Agreement will not violate under any law, order, regulation, order or rule to which such Member is subject or give rise to a default under any contract or other agreement to which such Member is a party.

Section 4.2. No Litigation.

Each Member represents and warrants that there is no litigation or legal or governmental action, proceeding, inquiry or investigation pending or threatened by governmental authorities or others or to which such Member is a party or to which any of its property is subject which, if determined adversely to the Member, would individually or in the aggregate affect the validity or the enforceability of this Agreement with respect to the Member, or otherwise materially adversely affect the ability of the Member to comply with its obligations under this Agreement.

ARTICLE V. GENERAL PROVISIONS CONCERNING THIS AGREEMENT AND THE AGENCY

Section 5.1. Effective Date.

(a) This Agreement shall be in full force and effect and be legally binding upon a Member only after its execution and approval by written resolution duly adopted by the governing body of such Member. This Agreement shall be in full force and effect and be legally binding upon all the Members upon its execution by all of the Members.

(b) Within thirty days after execution of this Agreement by a Member it shall make its appointments to the Board. Within sixty days of the effective date of this Agreement, the Board shall meet and as soon as may be practicable shall elect the officers of the Agency and adopt such Bylaws as may be appropriate.

(c) Each of the parties hereto hereby ratify and confirm the membership in the Agency of each other party to this Agreement and hereby waive any defect in the admission or to the membership in the Agency of any other party to this Agreement.

Section 5.2. Withdrawal, Termination and Dissolution.

(a) Any Member may withdraw as a Member of the Agency at any time without the consent of the Board of Directors, provided that the withdrawing Member shall remain obligated (i) as provided in Section 3.3 hereof, (ii) under the terms and conditions of any outstanding use agreement between the withdrawing Member and the Agency, and (iii) for any liabilities imposed by law. No Member may withdraw from the Agency while and so long as any bonds, notes or other obligations of the Agency are outstanding, except as permitted by the resolution or other documents authorizing the issuance of such bonds, notes or other obligations.

(b) Any Member may withdraw pursuant to paragraph (a) of this Section only upon filing with the Secretary of the Board no less than 180 days before the intended effective date of withdrawal a certified copy of a resolution of the Member determining so to withdraw.

(c) Upon withdrawal of any Member, all amounts theretofore paid or contributed by such Member shall be and remain the property of the Agency and no part thereof shall be refunded to the withdrawing Member. After the effective date of the withdrawal of any Member, the Board composed of the remaining Representatives shall continue to have and assume all of the rights, duties and obligations herein provided for.

(d) The Agency shall be dissolved and terminated (i) upon the withdrawal of one or more Members so as to reduce the number of Members to one, or (ii) upon the filing with the Secretary of the Agency of certified copies of resolutions of all or substantially all of the Members determining to dissolve and terminate the Agency. As used in this paragraph (d), the term "substantially all of the Members" means all of the Members except one.

(e) Notwithstanding the provisions of paragraph (c), as long as any bonds, notes or other obligations of the Agency are outstanding and unpaid, the Agency shall not dissolve and terminate.

(f) Promptly upon any Member withdrawing from the Agency, or upon action having been taken to dissolve and terminate the Agency, that fact shall be certified by the Secretary of the Board to each of the Members.

Section 5.3. Disposition of Assets.

Upon termination of this Agreement, title to all assets of the Agency upon its dissolution shall revert to the Members in proportion to their payment of fees and charges for use of the Solid Waste Management activities for the ten fiscal years immediately preceding such termination; provided, however, that the Board shall provide for the retention of assets or moneys sufficient, in the Board's sole judgment, to provide for the payment of any unsatisfied liabilities of the Agency. The Board is hereby authorized to take such actions as shall be necessary to effectuate the termination of the Agency and to dispose of the property of the Agency.

Section 5.4. Continuing Responsibility for Kennecott Indemnification.

Each Member hereby agrees to pay its proportionate share of any liability of the Agency pursuant to the indemnification agreement dated December 14, 1993, to Kennecott Utah Copper Corporation, a Delaware corporation. The undertaking of each Member contained in the next preceding sentence shall, with respect to each Member, survive the withdrawal by such Member from the Agency or the dissolution and termination of the Agency.

Section 5.5. Nonprofit Status.

The Agency shall be a nonprofit entity. Any net earnings of the Agency (other than those required to retire indebtedness of the Agency or to implement any program undertaken by it) will not inure to the benefit of any private person.

Section 5.6. Qualification and Admission of Members.

(a) Any city in the State may be accepted into the Agency as a Member upon satisfaction of the requirements of this Section.

(b) The city council of a city that seeks to be accepted as a Member shall adopt and file with the Agency a resolution agreeing to membership in the Agency and accepting the terms and conditions of this Agreement. Thereafter, the Board shall consider the proposed membership and determine whether to accept or decline such request for membership. A city shall be accepted into the Agency as a Member upon a two-thirds favorable vote of the Board at a meeting thereof.

(c) Each city accepted into the Agency as a Member shall thereupon (i) execute and file with the Agency a counterpart of this Agreement, (ii) appoint a Representative and an alternate Representative to the Agency, and (iii) comply with any conditions for membership that the Board may determine.

Section 5.7. Services Provided by Members.

All services and materials provided by any Member to or for the benefit of the Agency shall be provided pursuant to a written agreement between the Agency and such Member. Such written agreement shall be approved and authorized by the Board.

Section 5.8. Nonassignability.

No Member may assign any interest herein without the consent of all of the Members and receipt by the Agency. The terms of this Agreement shall inure to the benefit of and be binding upon the respective representatives and successors of each Member of the Agency.

Section 5.9. Severability.

If any article, section, subsection; paragraph, clause, phrase or other provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such Article, Section, subsection, paragraph, clause, phrase or other provision shall not affect any of the remaining provisions of this Agreement which can be given effect without the invalid or unenforceable provisions.

Section 5.10. Counterparts; Execution of Documents; Filing.

This Agreement shall be executed in several counterparts, any one of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Member agrees that it will execute any and all deeds, instruments, documents and resolutions or ordinances necessary to give effect to the terms of this Agreement. Responsive to Section 11-13-10 of the Act, a counterpart of this Agreement shall be filed in the official records of each Member.

Section 5.11. Waiver.

(a) No waiver by any Member of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor of any subsequent breach, whether of the same or of a different provision of this Agreement.

(b) Nothing in this Agreement shall be construed as a waiver of any power granted by law to a Member with respect to the location and operation of any Solid Waste Management Facilities of the Agency within the corporate limits of the Member.

Section 5.12. Complete Agreement.

(a) This Agreement merges with and supersedes all prior negotiations, representations and agreements between or among the Members relating to the subject matter hereof and constitutes the entire contract among the Members concerning the formation and powers of the Agency.

(b) From and after the effective date of this Agreement, it shall supersede, in all respects, the Prior Agreement without in any way calling into question or casting any doubt upon any action previously taken under the Prior Agreement.

Section 5.13. Amendments to this Agreement.

This Agreement may be amended only upon the approval of such amendment by a written resolution duly adopted by the governing body of each of the Members. No amendment shall be made which would in any way materially prejudice the rights of any parties to whom the Agency owes money.

Section 5.14. Governing Law; Determination.

This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. Responsive to Section 11- 13-12 of the Act, it is hereby determined that the provision by the Agency of the services and facilities authorized by this Agreement is authorized under applicable laws of the State of Utah.

DATE: June _____, 2025

(Name of City)

By: _____
(Title)

[SEAL]

ATTEST AND COUNTERSIGN:

By: _____
City Recorder

Approved as to proper form and compatibility with the laws of the State of Utah, and duly authorized, executed and delivered by the Member

By: _____
Attorney for the City

DATE: June _____, 2025

DATE: June _____, 2025

(Name of City)

By: _____
(Title)

[SEAL]

ATTEST AND COUNTERSIGN:

By: _____
City Recorder

Approved as to proper form and compatibility with the laws of the State of Utah, and duly authorized, executed and delivered by the Member

By: _____
Attorney for the City

DATE: June _____, 2025

DATE: June _____, 2025

(Name of City)

By: _____
(Title)

[SEAL]

ATTEST AND COUNTERSIGN:

By: _____
City Recorder

Approved as to proper form and compatibility with the laws of the State of Utah, and duly authorized, executed and delivered by the Member

By: _____
Attorney for the City

DATE: June _____, 2025



STAFF REPORT

DATE: June 04, 2025

TO: The Honorable Mayor and City Council

FROM: Trevor Ram

SUBJECT: Review and consider a resolution to approve an agreement for participation in the development of and operation of a municipal solid waste facility of Trans-Jordan Cities

RECOMMENDATION:

Staff recommend the City Council adopt the resolution as written.

ISSUE BEFORE COUNCIL:

Should the City Council adopt the resolution?

ALIGNMENT WITH STRATEGIC PLAN:

ES 1 – Establish appropriate levels of service by function

BACKGROUND/SUMMARY:

This report summarizes information about a buy-in proposal prepared by Trans-Jordan Cities for Herriman City and prompts the City Council to vote on adopting a resolution to approve an operational agreement between Herriman City and Trans-Jordan Cities.

DISCUSSION:

Trans-Jordan Cities (TJC) is the interlocal entity that runs the Trans-Jordan Landfill (TJL). On April 21, 2025, Herriman City received a proposal from TJC to buy into the interlocal agreement as a member city. At the May 14, 2025, City Council meeting, staff received council direction to work with TJC toward the proposed buy-in. Below is a summary of the deal points:

- From the start of the agreement, Herriman City will have a vote on the TJC board (1 of 8 votes with a 5-vote majority).
- Herriman City's total cost to buy into TJC will be \$5,520,238.
- The buy-in sum will be paid in two ways:
 1. Four annual cash payments of \$100,000 in years 2, 3, 4, and 5 of the agreement, and
 2. Applying the difference between non-member and member tipping fees toward the buy-in sum.

- The buy-in period will last until the buy-in sum is retired, or 15 years have elapsed from the start of the buy-in period, whichever happens first. Any buy-in amount remaining after 15 years will be forgiven.

It is notable that entering this agreement with TJC will likely secure landfill access for Herriman City residents for the next 80-100 years.

Since the May 14 meeting, Herriman City has received from TJC two documents that need to be executed to become a member of TJC. These documents have been reviewed by the City Attorney and have raised no serious concerns. The document under consideration here is an agreement for participation in the development of and operation of a municipal solid waste facility of Trans-Jordan Cities.

The resolution attached to this staff report authorizes the mayor, acting on behalf of Herriman City, to approve and sign the operating agreement. If the City Council adopts the resolution under consideration, it is anticipated that the buy-in can be executed with an anticipated effective date of July 1, 2025.

In addition to the legal formalities, there are two other practical considerations that follow from buying into TJC. The first is financial: given an effective date of July 1, 2025, the first cash payment of \$100,000 will be due on July 1, 2026. This amount will need to be added to the city budget for FY2027. The second is the ongoing solid waste RFP negotiations. Negotiations with all current and prospective solid waste haulers will need to account for this buy-in, potentially complicating those talks.

Given all this, staff recommend adopting the resolution to approve and sign the operating agreement.

ALTERNATIVES:

1. The City Council adopts the resolution as written (recommended).
2. The City Council adopts the resolution with amendments.
3. The City Council does not adopt the resolution.

FISCAL IMPACT:

If the resolution is adopted, there will need to be additions to future city budgets, most pressingly for the first \$100,000 payment due July 1, 2026.

ATTACHMENTS:

HERRIMAN CITY
RESOLUTION NO. 2025-_____

**A RESOLUTION AUTHORIZAING THE APPROVAL OF AN AGREEMENT WITH HERRIAMN CITY
PERTAINING TO BECOMING A MEMBER OF TRANS-JORDAN CITIES, AN INTERLOCAL AGENCY**

WHEREAS, Trans-Jordan Cities (“*Trans-Jordan*”) is presently in an interlocal agreement with seven municipal members created for the purpose of providing integrated municipal solid waste services for its member cities; and

WHEREAS, such services include providing a repository and dropoff location for household hazardous waste, and residential waste services for individual residents who reside within the boundaries of Trans-Jordan; and

WHEREAS, Herriman City is not presently a member of the interlocal agency and has recently expressed its desire to consider becoming a formal member of Trans-Jordan; and

WHEREAS, informal and formal discussions have been held resulting in proposed documents and agreements being exchanged between the entities and the Board of Directors of Trans-Jordan Cities; and

WHEREAS, on or about April 17, 2025, the seven members Trans-Jordan Board unanimously indicated its favorable position to invite and accept Herriman City as a member of the interlocal agreement of Trans-Jordan; and

WHEREAS, the other individual member cities have reviewed and/or are considering approval of the proposed amendment to the interlocal agreement including the possible financial terms for the purchase of equity in the interlocal agency; and

WHEREAS, an Agreement for the Participation in the Devlopment and Operation of a Solid Waste Facility at Trans-Jordan has been prepared and presented to Herriman City. Such agreement is attached as Exhibit “A” to this resolution; and

WHEREAS, the City Council of Herriman has reviewed the terms and conditions of said agreement and finds that it is consistant with the discussions and verbal agreement between the parties.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Herriman City that the Agreement for the Participation in the Devlopment and Operation of a Solid Waste Facility at Trans-Jordan attached as Exhibit “A” be approved and that the mayor is authorized to sign the same.

PASSED AND APPROVED this _____ day of June, 2025.

HERRIMAN CITY

By: _____
Lorin Palmer, Mayor

**AGREEMENT FOR PARTICIPATION IN THE DEVELOPMENT OF AND
OPERATION OF A MUNICIPAL SOLID WASTE FACILITY OF TRANS-JORDAN
CITIES**

THIS AGREEMENT is made and entered into by and between the City of Herriman, a municipal corporation of the State of Utah, hereinafter referred to as "Herriman," and Trans-Jordan Cities, a political subdivision of the State of Utah, created and operated under the provisions of the Interlocal Cooperation Act of the State of Utah, hereinafter referred to as "Trans-Jordan."

WHEREAS, Trans-Jordan has operated a sanitary landfill ("Landfill") in Salt Lake County for more than fifty years; and

WHEREAS, Herriman desires to become a full participating member of the Trans-Jordan Cities organization; and

WHEREAS, Herriman has expressed its willingness to pass a resolution authorizing the execution of the Amended and Restated Trans-Jordan Cities Interlocal Cooperation Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein and in reliance thereon it is agreed by and between the parties as follows:

1. Herriman shall adopt a resolution authorizing entering into the Second Amended and Restated Trans-Jordan Interlocal Cooperation Agreement for a full and equal membership and participation in Trans-Jordan Cities, a political subdivision of the State of Utah. Said Resolution shall be substantial in the form of Exhibit "A", attached hereto.

2. In consideration of the granting of a full and equal membership in Trans-Jordan Cities, Herriman shall pay to Trans-Jordan a sum which represents the business value of Trans-Jordan as of April 2025. The agreed upon business value of Trans-Jordan as of April 30, 2025, is \$44,161,910.00. Herriman agrees to pay the purchase price of \$5,520,238.00 representing its proportionate share of equity being purchased and acquired in the facility. Said sum shall be paid as follows:

- a. \$100,000 on or before July 1, 2026.
- b. \$100,000 on or before July 1, 2027.
- c. \$100,000 on or before July 1, 2028.
- d. \$100,000 on or before July 1, 2029.

Herriman shall pay the applicable non-member tipping fee for all municipal waste deposited at the Landfill. The difference between the member rate and non-member rate shall serve as a credit towards the retirement of the purchase amount. Such credits shall commence on July 1, 2025. If at the end of fifteen (15) years from July 1, 2025, the credits have not retired the principal sum, the balance of the purchase price shall be forgiven.

At such time as the purchase price is paid in full or forgiven, Herriman shall pay the

applicable member rate.

3. In the event Herriman fails to pay the sums required in said Paragraph Two and accompanying promissory note, Herriman shall relinquish the right for the disposing of municipal solid waste at the Trans-Jordan Landfill. Such prohibition shall continue until all payments and outstanding assessments are paid current. If any installment or payment due on the promissory note is not paid at the time and place specified, the entire unpaid balance shall be payable immediately at the election of Trans-Jordan. If Trans-Jordan elects not to declare the entire unpaid amount payable, it may elect to retain all amounts as liquidated damages.

4. As additional consideration and in recognition of previous and present member entities' "in-kind" contributions to Trans-Jordan, Herriman agrees to contribute the sum of \$400,000.00 to Trans-Jordan. Said sum shall be paid as follows:

- a. \$100,000.00 on or before July 1, 2026.
- b. \$100,000.00 on or before July 1, 2027.
- c. \$100,000.00 on or before July 1, 2028.
- d. \$100,000.00 on or before July 1, 2029.

5. Herriman agrees not to contest or oppose the application or construction of other facilities of Trans-Jordan for a permit to operate and expand the Trans-Jordan Landfill with the Department of Environmental Quality or any other governmental entity that may have regulatory authority over the Landfill site.

6. Herriman agrees to pay any and all of the assessments that may be assessed to all member entities of Trans-Jordan Cities. Such payments shall be paid in a prompt and timely fashion.

7. In the event that Herriman fails to appropriate sufficient sums to pay the amounts specified herein, Herriman agrees not to use, procure, obtain or in any fashion replace the services or similar benefit provided in this Agreement for a period of three (3) years from the date of non-appropriation.

8. Trans-Jordan agrees that it will operate the sanitary landfill and transfer station in compliance with all of the rules and regulations as promulgated by the Department of Environmental Quality as set forth in its permit, including all state and federal regulations.

9. Trans-Jordan represents that pursuant to applicable Federal statutes and regulations, and Utah State rules and regulations, it shall provide and maintain a monitoring program for a period of thirty (30) years after the closure of the final cell of the Landfill. Trans-Jordan further represents that it has established a monitoring and closure account pursuant to federal guidelines which will insure the financial solvency for this effort. Trans-Jordan agrees to comply with federal and state regulations.

10. In the event that Herriman passes any rule or ordinance which impedes, modifies, or burdens in any fashion the continued operation or expansion of the Landfill or

transfer station(s), Trans-Jordan shall have the right to refuse the disposal of municipal solid waste generated within Herriman. Trans-Jordan shall give Herriman thirty (30) days notice of its intent to restrict such delivery of waste, in order to allow time to bring its ordinance and fee into compliance with this Agreement.

11. Any notices required to be given hereunder shall be in writing and mailed, postage prepaid, by United State certified mail, return receipt requested, and addressed to the parties as follows, unless a different address is later designated by either party in writing:

Herriman City
ATTN: _____
5355 West Herriman Main Street
Herriman, Utah 84095

Trans-Jordan Cities
10873 South Bacch 45 Hwy (U-111)
South Jordan, Utah 84095-0660

12. The remedies or penalties contained in this Agreement are separate and not mutually exclusive of each other. The exercise or failure to exercise one remedy, penalty does not preclude the utilization of such remedy or penalty.

13. This Agreement constitutes the entire understanding of the parties and no representation or agreements, oral or written, made prior to the execution hereof shall vary or modify the terms herein.

14. Any amendment or variation from the terms of this Agreement shall be in writing and shall be effective only after approval of all parties signing the original Agreement.

15. This Agreement shall be construed in accordance with the laws of the State of Utah.

TRANS-JORDAN CITIES

HERRIMAN CITY

By: _____

By: _____

Its: Chairman

Its: Mayor

Dated: _____

Dated: _____

**DRAPER CITY, UTAH, HERRIMAN CITY, UTAH, RIVERTON CITY,
UTAH MIDVALE CITY, UTAH, MURRAY CITY, UTAH, SANDY CITY,
UTAH, SOUTH JORDAN CITY, UTAH
WEST JORDAN CITY, UTAH**

**SECOND AMENDED AND RESTATED TRANS-JORDAN CITIES
INTERLOCAL COOPERATION AGREEMENT
(Solid Waste Management Facilities)**

December 1, 1995

Adopted June , 2025

TABLE OF CONTENTS

RECITALS	3
ARTICLE I. DEFINITIONS AND INTERPRETATIONS.....	4
Section 1.1. Meanings and Constructions.....	4
Section 1.2. Interpretations.....	5
Section 1.3. Successors.....	5
ARTICLE II. THE AGENCY.....	5
Section 2.1. Establishment.....	5
Section 2.2. Purpose.....	6
Section 2.3. Membership.....	6
Section 2.4. Duration.....	6
Section 2.5. Powers.....	6
ARTICLE III. GOVERNANCE AND FINANCES.....	9
Section 3.1. Governance; Board.....	9
Section 3.2. Budget; Authority Vested in Board.....	10
Section 3.3. Fees and Charges.....	10
Section 3.4. Payment of In-lieu Fee.....	11
ARTICLE IV. GENERAL REPRESENTATIONS, WARRANTIES AND COVENANTS	11
Section 4.1. Members are Cities; No Violation of Laws, etc.....	11
Section 4.2. No Litigation.....	11
ARTICLE V. GENERAL PROVISIONS CONCERNING THIS AGREEMENT AND THE AGENCY	11
Section 5.1. Effective Date.....	11
Section 5.2. Withdrawal, Termination and Dissolution.....	12
Section 5.3. Disposition of Assets.....	12
Section 5.4. Continuing Responsibility for Kennecott Indemnification.....	13
Section 5.5. Nonprofit Status.....	13
Section 5.6. Qualification and Admission of Members.....	13
Section 5.7. Services Provided by Members.....	13
Section 5.8. Nonassignability.....	13
Section 5.9. Severability.....	14
Section 5.10. Counterparts; Execution of Documents; Filing.....	14
Section 5.11. Waiver.....	14
Section 5.12. Complete Agreement.....	14
Section 5.13. Amendments to this Agreement.....	14
Section 5.14. Governing Law; Determination.....	14

**SECOND AMENDED AND RESTATED TRANS-JORDAN CITIES
INTERLOCAL COOPERATION AGREEMENT
(LANDFILL FACILITIES)**

This Second Amended and Restated Interlocal Cooperation Agreement (the "*Agreement*") is dated as of June [REDACTED], 2025, and is among:

- (1) Draper City, Utah,
- (2) Herriman City, Utah
- (3) Midvale City, Utah,
- (4) Murray City, Utah,
- (5) Riverton City, Utah,
- (6) Sandy City, Utah,
- (7) South Jordan City, Utah; and
- (8) West Jordan City, Utah

(each a "*Member*" and collectively the "*Members*"). Each of the Members desires to contract with the other Members to form a separate legal entity to more efficiently provide governmental facilities, services and improvements for its citizens.

RECITALS

WHEREAS, the Members have previously entered into an Interlocal Agreement, dated May 22, 1968 and amended December 1, 1995 (the "*Prior Agreement*"), relative to the operation, maintenance and control of a refuse dumping ground situated east of Bingham Canyon, in Salt Lake County (the "*Original Facilities*"); and

WHEREAS, the Original Facilities have been expanded and it may be necessary or desirable to obtain additional suitable waste management facilities for the Members and their residents (the Original Facilities as so expanded and such additional solid waste management facilities being referred to herein collectively as the "*Solid Waste Management Facilities*"); and

WHEREAS, the Members desire to enter into this Agreement to amend and restate the Original Agreement, among other things, to create a separate legal entity and political subdivision pursuant to the provisions of the Interlocal Co-operation Act (the "*Agency*") to provide for the ownership, operation, maintenance and control of the Solid Waste Management Facilities by the Agency; and

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and in order to amend and restate the Original Agreement as provided herein, the parties

hereto do mutually covenant, promise and agree as follows:

ARTICLE I. DEFINITIONS AND INTERPRETATIONS

Section 1.1. Meanings and Constructions.

The terms defined in this Section, for all purposes of this Agreement and any amendments hereto, shall have the meanings herein set forth:

(a) *"Acts"* means, collectively, the Interlocal Co-operation Act and the Solid Waste Management Act.

(b) *"Agency"* means the Trans-Jordan Cities Interlocal Agency created by this Agreement pursuant to the Acts. Pursuant to the provisions of the Interlocal Co-operation Act, the Agency is deemed a political subdivision of the State.

(c) *"Agreement"* means this Amended and Restated Trans-Jordan Cities Interlocal Cooperation Agreement (Solid Waste Management Facilities), and any amendments or supplements hereto.

(d) *"Board"* means the board of directors of the Agency established pursuant to Section 3.1 hereof, consisting of the Representatives of the Members.

(e) *"Bylaws"* means the bylaws of the Agency as adopted and amended from time to time by the Board.

(f) *"Current Members"* means Draper City, Herriman City, Midvale City, Murray City, Riverton City, Sandy City, South Jordan City and West Jordan City.

(g) *"Interlocal Co-operation Act"* means the Interlocal Co-operation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended.

(h) *"Member"* means each of the Current Members and each city which becomes a Member of the Agency pursuant to Section 5.6 hereof provided that such Current Member or city, as the case may be, has not withdrawn from the Agency pursuant to Section 5.2 hereof.

(i) *"Prior Agreement"* means the Interlocal Agreement, dated May 22, 1968, among the Current Members, relative to the operation, maintenance and control of a refuse dumping ground situated east of Bingham Canyon, in Salt Lake County.

(j) *"Representative"* means the representative of each Member who has been appointed by the governing body of such Member to serve as a member of the Board or, in the absence or disability of the Representative, the Alternate Representative.

(k) *"Alternate Representative"* means the representative of each Member who has been appointed by the governing body of such Member to serve as a member of the Board in the absence or disability of the Representative.

(l) *"Solid Waste"* means all putrescible and nonputrescible materials or substances discarded or rejected as being spent, useless, worthless, or in excess to the owner's needs at the time of discard or rejection, including garbage, refuse, industrial and commercial waste, sludges from air or water control facilities, rubbish, ashes, contained gaseous material, incinerator residue, demolition, and construction debris, discarded automobiles and offal, but not including sewage and other highly diluted water carried materials or substances and those in gaseous form.

(m) *"Solid Waste Management Facilities"* means any facility employed by the Agency for solid waste management. Such facilities may include, without limitation, land, any rights therein and improvements thereto, one or more buildings, structures or other improvements, machinery, equipment, vehicles and other facilities incidental to the foregoing, owned, operated or used by the Agency for the collection, transportation, transfer, storage, disposal, processing, treatment, recovery and re-use of Solid Waste. Such facilities may include land held for a future use or used as a buffer from adjacent land uses.

(n) *"Solid Waste Management Act"* means the Solid Waste Management Act, Title 19, Chapter 6, Part 5, Utah Code Annotated 1953, as amended.

(o) *"State"* means the State of Utah.

Section 1.2. Interpretations.

This Agreement, except where the context by clear implication herein otherwise requires, shall be construed as follows:

- (a) definitions include both singular and plural;
- (b) pronouns include both singular and plural and cover both genders; and
- (c) the captions or headings of this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision, Article or Section of this Agreement.

Section 1.3. Successors.

Whenever herein the Agency or any Member is named or is referred to, such provision shall be deemed to include the successors of the Agency or such Member, respectively, whether so expressed or not.

ARTICLE II. THE AGENCY

Section 2.1. Establishment.

The Agency is hereby established as a separate legal entity and a political subdivision of the State by this Agreement among the Members. The Agency shall be a separate legal

entity and a political subdivision of the State and not a joint venture or partnership among the Members. The name of the Agency so established is "*Trans-Jordan Cities*."

Section 2.2. Purpose.

The Agency is established for the purpose of providing for the acquisition, construction, ownership, operation, maintenance and improvement of Solid Waste Management Facilities, as authorized by the Acts and provided in this Agreement.

Section 2.3. Membership.

The Members of the Agency shall be Draper City, Herriman City, Midvale City, Murray City, Riverton City, Sandy City, South Jordan City and West Jordan City. Each of the Members are cities constituting municipal corporations and political subdivisions in the State.

Section 2.4. Duration.

Unless dissolved and terminated as provided in Section 5.2 of this Agreement, the term of this Agreement shall be for a period of fifty (50) years commencing with the effective date of this Agreement, and for such additional terms or extensions as may be authorized by law and by all of the Members. Any amendment or supplement to this Agreement shall automatically extend the term of this Agreement for a period of fifty (50) years from the effective date of such amendment or supplement unless otherwise provided in such amendment or supplement.

Section 2.5. Powers.

In furtherance of the purposes set forth in this Agreement, the Agency shall have all powers conferred upon the Agency as a separate legal entity pursuant to the Acts, including the powers set forth in Section 11-13-5.5 of the Interlocal Co-operation Act, and all powers possessed by the Members under the laws of the State of Utah with respect to solid waste management, including the powers set forth in Section 19-6-503 of the Solid Waste Management Act (except for the power to levy and collect taxes which power is expressly withheld from the Agency) which powers are hereby delegated to the Agency to be exercised on behalf of the Members as contemplated by the Acts. The powers so conferred upon and delegated to the Agency shall include, without limitation, the power to:

- (a) own, purchase, lease as lessee or lessor, acquire by eminent domain or otherwise, construct, operate, maintain and repair or cause to be constructed, operated, maintained, repaired and closed any Solid Waste Management Facilities;
- (b) provide Solid Waste Management Facilities to handle adequately Solid Waste generated or existing within or without its jurisdiction;
- (c) provide for the use of Solid Waste Management Facilities by any Member or other entity or person upon such terms and conditions and with such fees or charges as the

Agency shall determine;

(d) establish rates, fees and charges for the use of or rights to the Solid Waste Management Facilities;

(e) provide for the insurance, including self-insurance, of any property or operations of the Agency or of its Members, directors, officers and employees, against any risk or hazard, and to indemnify its Members, directors, officers and employees against any risk or hazard;

(f) appoint, retain and employ officers, agents, independent contractors and employees to carry out its powers and functions hereunder and to fix their compensation and terms and conditions of employment;

(g) make and execute any contract relating to the Solid Waste Management Facilities with the federal or a state government or any agency thereof, with a Member or any unit of local government or with any person or entity;

(h) sue or be sued;

(i) assume, by agreement, responsibility for the collection and disposition of solid waste whether generated within or without its jurisdictional boundaries;

(j) enter into short or long-term interlocal agreements with other public entities with public agencies as defined in Title 11, Chapter 13, Interlocal Co-operation Act, with private persons or entities, or any combination of them, to provide for or operate solid waste management facilities;

(k) levy and collect fees and charges as may be appropriate to discharge its responsibility for the acquisition, construction, operation, maintenance, and improvement of Solid Waste Management Facilities or any portion of them;

(l) accept and disburse funds derived from federal or state grants or from private sources or from moneys that may be appropriated by the State legislature for the acquisition, construction, ownership, operation, maintenance and improvement of Solid Waste Management Facilities;

(m) invest available funds as permitted by law;

(n) contract for the lease or purchase of land, facilities, and vehicles for the operation of solid waste management facilities;

(o) establish policies for the operation of solid waste management facilities, including hours of operation, character, and kind of wastes accepted at disposal sites, and other rules necessary for the safety of the operating personnel;

(p) sell or contract for the sale, pursuant to short or long -term agreements, of any usable materials, energy, fuel, or heat separated, extracted, recycled, or recovered from solid waste in a solid waste management facility, on terms in its best interests, and to pledge, assign, or otherwise convey as security for the payment of its bonds any revenues and receipts derived from the sale or contract or from the operation and ownership of a solid waste management facility or an interest in it;

(q) make and execute all contracts and other instruments necessary or convenient to the exercise of its powers, including use agreements with any or all of the Members;

(r) adopt, amend and repeal ordinances; resolutions, rules and regulations with respect to its powers and functions and not inconsistent with the provisions of the Acts or this Agreement;

(s) issue bonds, notes or other obligations pursuant to Title 11, Chapter 14, Utah Municipal Bond Act, Title 11, Chapter 27. Utah Refunding Bond Act or other applicable provisions of law for the purposes for which the Agency was created, and assign, pledge or otherwise convey as security for the payment of any such bonds, notes or other obligations, the revenues and receipts derived from or in connection with all or part of Solid Waste Management Facilities, which assignment, pledge or other conveyance may, if so determined by the Board, rank prior in right to any other obligation except taxes, or payments in lieu of taxes, if any, payable to the State of Utah or its political subdivisions;

(t) issue industrial development revenue bonds pursuant to Title 11, Chapter 17, Utah Industrial Facilities and Development Act, to pay the costs of financing projects consisting of solid waste management facilities, as defined in Section 19-6-502, on behalf of entities that constitute the users of a solid waste management facility project within the meaning of Section 11-17-2, and agree to construct and operate or to provide for the construction and operation of a solid waste management facility project, which project shall manage the solid waste of one or more public or private entities, all pursuant to contracts and other arrangements provided for in the proceedings pursuant to which the bonds are issued. In addition to the authority to issue bonds contained in Title 11, Chapter 17, Utah Industrial Facilities and Development Act, bonds may be issued pursuant to the authority contained in this subsection to pay the costs of establishing reserves to pay principal and interest on the bonds as provided for in the proceedings pursuant to which the bonds are issued; and

(u) enter into contracts which provide for compensation to areas affected by Solid Waste Management Facilities;

(v) enter into contracts with the Members in which the Solid Waste Management Facilities are located controlling location, use, expansion, operation, maintenance and closing of the Solid Waste Management Facilities; and

(w) exercise all other powers incident to the purposes and objectives of the Agency which may be permitted by law.

ARTICLE III. GOVERNANCE AND FINANCES

Section 3.1. Governance; Board.

(a) The Agency shall be governed by, and all legislative authority of the Agency shall be vested in and exercised by, the Board. The membership of the Board shall consist of the Representatives of all the Members. There shall be one Representative for each Member, who shall be appointed by vote of the governing body of the Member. The term of each Representative shall begin when he or she is appointed and shall continue until his or her successor is appointed. Each Representative shall have one vote on the Board, subject to the provisions of Section 3.3(c) hereof.

(b) Any Member may appoint one or more persons to serve as the Alternate Representative. The term of the Alternate Representative shall be the same as the term of the Representative. The Alternate Representative may attend any meeting of the Board and may vote as the Representative in the absence of the Representative from that Member or if there is a vacancy in the position of Representative from that Member. A person serving as Alternate Representative shall serve until his or her term expires and thereafter until the successor is appointed.

(c) All appointments of Representatives and Alternate Representatives shall be by resolution of the governing body of the appointing Member, a certified copy of which shall be filed with the Secretary of the Agency. Representatives and Alternate Representatives shall receive no compensation for their service in this capacity but may be reimbursed by the Agency for reasonable and necessary expenses incurred in performance of their duties.

(d) The Board shall elect one Representative to serve as Chairman and another Representative to serve as Vice-Chairman. The Chairman shall preside at all meetings of the Board. The Vice-Chairman shall preside over meetings of the Board in the Chairman's absence. The Board shall elect other persons, who need not be Representatives, to the positions of Secretary and Treasurer and may elect other persons, who need not be Representatives, to such other offices as the Board shall determine. The duties, terms of office, and manner of selection of the officers shall be prescribed in the Bylaws. The Board may provide that any officer of the Agency who is not a Representative may be compensated for service in such capacity.

(e) The Board shall determine the general policy of the Agency, shall approve the annual budget, shall make all appropriations (which may include appropriations made at any time in addition to those made in any annual appropriation document), shall determine the admission of additional Members, shall approve all contracts, shall establish rates and impose charges on Members for use of the Facilities, shall adopt any ordinances or resolutions providing for the issuance of bonds, notes or other obligations of the Agency, shall adopt the Bylaws, rules and regulations of the Agency, and shall exercise such powers of the Agency and perform such duties as may be prescribed in the Acts, this Agreement or the Bylaws.

(f) Except as a greater majority is otherwise provided in this Agreement or the Bylaws, actions required by law or by this Agreement to be taken by the Board shall be taken by an affirmative vote of a majority of the Representatives entitled to vote at the time of such vote.

(g) Upon the written request of any Representative, any matter with respect to the Agency shall be placed on the agenda of the Board.

Section 3.2. Budget; Authority Vested in Board.

(a) The budget of the Agency shall be established and maintained in accordance with law by the Board. The budget shall provide for all expenditures of the Agency. The Board is empowered to obtain such fiscal and accounting services as it deems necessary in formulating, adopting, and administering the Agency's budget. Periodic audits will also be conducted as directed by the Board. The Agency shall operate on a fiscal year basis as determined by the Board.

(b) At least 30 days prior to the approval by the Board of each budget, the Board shall provide a copy of the proposed budget to each Member for its review and comment.

Section 3.3. Fees and Charges.

(a) The Board is empowered to establish and to revise from time to time a schedule of rates and charges that is fair, equal and uniform.

(b) The Members agree to pay the fees and charges due to the Agency in accordance with the schedule of rates and charges established by the Board.

(c) Each Member shall be responsible to provide its share of any other funds required by the Board and to determine the manner in which said funds are raised; *however*, the Board may provide for a direct method of raising required revenues for the Agency from the users of the Solid Waste Management Facilities.

(d) All fees and charges by the Agency are due and payable by a Member within 30 days after presentation of the statement of such fees and charges to such Member. Any amount not paid within such 30-day period shall bear interest at a rate established by the Board. If such amount is not paid by such Member within 60 days after such amount is due, the Representative (including the Alternate Representative) shall lose his or her voting privilege until such amount, together with interest thereon, has been paid or arrangements acceptable to the Board for such payment have been made.

Section 3.4. Payment of In-lieu Fee.

Responsive to Section 11-13-6(7) of the Interlocal Co-operation Act, the price of any product of the service or benefit to the consumer allocated to any buyer except the Members shall include the amount necessary to provide for the payments of the in-lieu fee provided for in Section 11-13-25 of the Interlocal Co-operation Act, if applicable.

ARTICLE IV. GENERAL REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 4.1. Members are Cities; No Violation of Laws, etc.

Each Member represents and warrants that it is a city constituting a municipal corporation and political subdivision of the State and is authorized to enter into this Agreement and to carry out its obligations hereunder and that the execution and delivery of this Agreement will not violate under any law, order, regulation, order or rule to which such Member is subject or give rise to a default under any contract or other agreement to which such Member is a party.

Section 4.2. No Litigation.

Each Member represents and warrants that there is no litigation or legal or governmental action, proceeding, inquiry or investigation pending or threatened by governmental authorities or others or to which such Member is a party or to which any of its property is subject which, if determined adversely to the Member, would individually or in the aggregate affect the validity or the enforceability of this Agreement with respect to the Member, or otherwise materially adversely affect the ability of the Member to comply with its obligations under this Agreement.

ARTICLE V. GENERAL PROVISIONS CONCERNING THIS AGREEMENT AND THE AGENCY

Section 5.1. Effective Date.

(a) This Agreement shall be in full force and effect and be legally binding upon a Member only after its execution and approval by written resolution duly adopted by the governing body of such Member. This Agreement shall be in full force and effect and be legally binding upon all the Members upon its execution by all of the Members.

(b) Within thirty days after execution of this Agreement by a Member it shall make its appointments to the Board. Within sixty days of the effective date of this Agreement, the Board shall meet and as soon as may be practicable shall elect the officers of the Agency and adopt such Bylaws as may be appropriate.

(c) Each of the parties hereto hereby ratify and confirm the membership in the Agency of each other party to this Agreement and hereby waive any defect in the admission or to the membership in the Agency of any other party to this Agreement.

Section 5.2. Withdrawal, Termination and Dissolution.

(a) Any Member may withdraw as a Member of the Agency at any time without the consent of the Board of Directors, provided that the withdrawing Member shall remain obligated (i) as provided in Section 3.3 hereof, (ii) under the terms and conditions of any outstanding use agreement between the withdrawing Member and the Agency, and (iii) for any liabilities imposed by law. No Member may withdraw from the Agency while and so long as any bonds, notes or other obligations of the Agency are outstanding, except as permitted by the resolution or other documents authorizing the issuance of such bonds, notes or other obligations.

(b) Any Member may withdraw pursuant to paragraph (a) of this Section only upon filing with the Secretary of the Board no less than 180 days before the intended effective date of withdrawal a certified copy of a resolution of the Member determining so to withdraw.

(c) Upon withdrawal of any Member, all amounts theretofore paid or contributed by such Member shall be and remain the property of the Agency and no part thereof shall be refunded to the withdrawing Member. After the effective date of the withdrawal of any Member, the Board composed of the remaining Representatives shall continue to have and assume all of the rights, duties and obligations herein provided for.

(d) The Agency shall be dissolved and terminated (i) upon the withdrawal of one or more Members so as to reduce the number of Members to one, or (ii) upon the filing with the Secretary of the Agency of certified copies of resolutions of all or substantially all of the Members determining to dissolve and terminate the Agency. As used in this paragraph (d), the term "substantially all of the Members" means all of the Members except one.

(e) Notwithstanding the provisions of paragraph (c), as long as any bonds, notes or other obligations of the Agency are outstanding and unpaid, the Agency shall not dissolve and terminate.

(f) Promptly upon any Member withdrawing from the Agency, or upon action having been taken to dissolve and terminate the Agency, that fact shall be certified by the Secretary of the Board to each of the Members.

Section 5.3. Disposition of Assets.

Upon termination of this Agreement, title to all assets of the Agency upon its dissolution shall revert to the Members in proportion to their payment of fees and charges for use of the Solid Waste Management activities for the ten fiscal years immediately preceding such termination; provided, however, that the Board shall provide for the retention of assets or moneys sufficient, in the Board's sole judgment, to provide for the payment of any unsatisfied liabilities of the Agency. The Board is hereby authorized to take such actions as shall be necessary to effectuate the termination of the Agency and to dispose of the property of the Agency.

Section 5.4. Continuing Responsibility for Kennecott Indemnification.

Each Member hereby agrees to pay its proportionate share of any liability of the Agency pursuant to the indemnification agreement dated December 14, 1993, to Kennecott Utah Copper Corporation, a Delaware corporation. The undertaking of each Member contained in the next preceding sentence shall, with respect to each Member, survive the withdrawal by such Member from the Agency or the dissolution and termination of the Agency.

Section 5.5. Nonprofit Status.

The Agency shall be a nonprofit entity. Any net earnings of the Agency (other than those required to retire indebtedness of the Agency or to implement any program undertaken by it) will not inure to the benefit of any private person.

Section 5.6. Qualification and Admission of Members.

(a) Any city in the State may be accepted into the Agency as a Member upon satisfaction of the requirements of this Section.

(b) The city council of a city that seeks to be accepted as a Member shall adopt and file with the Agency a resolution agreeing to membership in the Agency and accepting the terms and conditions of this Agreement. Thereafter, the Board shall consider the proposed membership and determine whether to accept or decline such request for membership. A city shall be accepted into the Agency as a Member upon a two-thirds favorable vote of the Board at a meeting thereof.

(c) Each city accepted into the Agency as a Member shall thereupon (i) execute and file with the Agency a counterpart of this Agreement, (ii) appoint a Representative and an alternate Representative to the Agency, and (iii) comply with any conditions for membership that the Board may determine.

Section 5.7. Services Provided by Members.

All services and materials provided by any Member to or for the benefit of the Agency shall be provided pursuant to a written agreement between the Agency and such Member. Such written agreement shall be approved and authorized by the Board.

Section 5.8. Nonassignability.

No Member may assign any interest herein without the consent of all of the Members and receipt by the Agency. The terms of this Agreement shall inure to the benefit of and be binding upon the respective representatives and successors of each Member of the Agency.

Section 5.9. Severability.

If any article, section, subsection; paragraph, clause, phrase or other provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such Article, Section, subsection, paragraph, clause, phrase or other provision shall not affect any of the remaining provisions of this Agreement which can be given effect without the invalid or unenforceable provisions.

Section 5.10. Counterparts; Execution of Documents; Filing.

This Agreement shall be executed in several counterparts, any one of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Member agrees that it will execute any and all deeds, instruments, documents and resolutions or ordinances necessary to give effect to the terms of this Agreement. Responsive to Section 11-13-10 of the Act, a counterpart of this Agreement shall be filed in the official records of each Member.

Section 5.11. Waiver.

(a) No waiver by any Member of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor of any subsequent breach, whether of the same or of a different provision of this Agreement.

(b) Nothing in this Agreement shall be construed as a waiver of any power granted by law to a Member with respect to the location and operation of any Solid Waste Management Facilities of the Agency within the corporate limits of the Member.

Section 5.12. Complete Agreement.

(a) This Agreement merges with and supersedes all prior negotiations, representations and agreements between or among the Members relating to the subject matter hereof and constitutes the entire contract among the Members concerning the formation and powers of the Agency.

(b) From and after the effective date of this Agreement, it shall supersede, in all respects, the Prior Agreement without in any way calling into question or casting any doubt upon any action previously taken under the Prior Agreement.

Section 5.13. Amendments to this Agreement.

This Agreement may be amended only upon the approval of such amendment by a written resolution duly adopted by the governing body of each of the Members. No amendment shall be made which would in any way materially prejudice the rights of any parties to whom the Agency owes money.

Section 5.14. Governing Law; Determination.

This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. Responsive to Section 11- 13-12 of the Act, it is hereby determined that the provision by the Agency of the services and facilities authorized by this Agreement is authorized under applicable laws of the State of Utah.

DATE: June _____, 2025

(Name of City)

By: _____
(Title)

[SEAL]

ATTEST AND COUNTERSIGN:

By: _____
City Recorder

Approved as to proper form and compatibility with the laws of the State of Utah, and duly authorized, executed and delivered by the Member

By: _____
Attorney for the City

DATE: June _____, 2025

DATE: June _____, 2025

(Name of City)

By: _____
(Title)

[SEAL]

ATTEST AND COUNTERSIGN:

By: _____
City Recorder

Approved as to proper form and compatibility with the laws of the State of Utah, and duly authorized, executed and delivered by the Member

By: _____
Attorney for the City

DATE: June _____, 2025

DATE: June _____, 2025

(Name of City)

By: _____
(Title)

[SEAL]

ATTEST AND COUNTERSIGN:

By: _____
City Recorder

Approved as to proper form and compatibility with the laws of the State of Utah, and duly authorized, executed and delivered by the Member

By: _____
Attorney for the City

DATE: June _____, 2025