



CITY COUNCIL AGENDA

Wednesday, August 13, 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. City Status Report for June 2025 and July 2025 – Trevor Ram, Assistant to the City Manager
- 2.2. Discussion Regarding Progress of Transportation Master Plan Update – Bryce Terry, City Engineer
- 2.3. Discussion regarding a proposed master development agreement with LTF Real Estate Company, Inc. for a proposed commercial development located at 4684 West 12600 South – Blake Thomas, Community Development Director

2.4. Discussion Regarding Request to Vacate Asphalt Trail Near Estates at Rose Creek Subdivision – Bryce Terry, City Engineer

2.5. Discussion regarding policy for City owned fences along corridors – Nathan Cherpeski, City Manager

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. Public Hearing

8.1. Public hearing and consideration of a Resolution to amend the City of Herriman

budgets for fiscal year 2026 – Kyle Maurer, Director of Finance and Administrative Services

- 8.2. Public Hearing and Consideration to vacate a portion of a Herriman City Public Utilities Easement located at approximately 12250 South 6400 West - Blake Thomas, Community Development Director

9. Consent Agenda

- 9.1. Request for City Council Authorization to Declare and Dispose of Surplus Property - Vehicles
- 9.2. Approval of the July 9, 2025 City Council meeting minutes
- 9.3. Accounting of Recently Approved Change Orders – Bryce Terry, City Engineer
- 9.4. Consideration to Approve a Change Order for the 5600 West and 13400 South Secondary Waterline Project

10. Discussion and Action Items

- 10.1. Discussion and consideration of a Resolution appointing a representative to the Trans-Jordan Cities board - Trevor Ram, Assistant to the City Manager
- 10.2. Proposed Juniper Canyon West Trailhead and Bike Jump Park – Wendy Thomas, Assistant City Manager
- 10.3. Discussion and Approval of a Property Use Permit Agreement for Friends of Herriman to Construct Juniper Canyon Bike Jumps in the Juniper Canyon Recreation Area – Wendy Thomas, Assistant City Manager
- 10.4. Fire Station 103 Replacement Contract Approval - Justun Edwards, Public Works Director
- 10.5. Review and consider a recommendation to amend Chapter 10-34 of the Herriman City Code to reduce the minimum rear and side yard setback requirement of accessory structures when adjacent to public open space to three (3) feet and expand enforcement remedies in Chapter 10-7 of the Herriman City Code to include building height deviations no greater than 10%

when substantial construction has been undertaken in good faith, subject to City approval. (City File Z2025-040) – Michael Maloy, City Planner

10.6. Review and consider an ordinance to amend Title 10 of City Code to expand telecommunication services by modifying the location criteria and related standards for the construction and operation of wireless communication facilities, including monopoles, on non-residential property in Herriman – Michael Maloy, City Planner

10.7. Review and consider an ordinance to amend Herriman City Code subsections §10-3-6(E) to include the storage of semi-trailers in the definition of “Recreational Vehicle Storage Yard,” and §10-13-4 to allow alternate fencing material and a fencing exception in the Manufacturing and Commercial Zones, and §10-30-5 to allow for an extension of time for “Temporary Uses” for seasonal attractions – Michael Maloy, City Planner

11. Future Meetings

11.1. Next Planning Meeting: August 20, 2025

11.2. Board of Canvassers Meeting: August 26, 2025 @ 5:00 p.m.

11.3. Next City Council Meeting: August 27, 2025

12. Events

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

13. 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

14. Adjournment

15. Recommence to Work Meeting (If Needed)

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

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

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

I, Jackie Nostrom, certify the foregoing agenda was emailed to at least one newspaper of general circulation within the geographic jurisdiction of the public body, at the principal office of the public body, on the Utah State Public Notice website www.utah.gov/pmn/index.html and on Herriman City's website at www.herriman.gov, Posted and dated this 7th day of August 2025.
/s/ Jackie Nostrom, City Recorder



STAFF REPORT

DATE: July 28, 2025

TO: The Honorable Mayor and City Council

FROM: Trevor Ram

SUBJECT: City Status Report – June 2025 and July 2025

RECOMMENDATION:

Staff recommend acceptance of the City Status Report.

ISSUE BEFORE COUNCIL:

Should the City Council accept the City Status Reports for June 2025 and July 2025?

ALIGNMENT WITH STRATEGIC PLAN:

CE 2 – Promote trust in government.

BACKGROUND/SUMMARY:

These are the City Status Reports for June 2025 and July 2025.

DISCUSSION:

Attached are the City Status Report for June 2025 and July 2025.

ALTERNATIVES:

- 1) City Council accepts the City Status Reports (recommended).
- 2) City Council requests additional information.

HERRIMAN CITY STATUS REPORT

AS OF JUNE 30, 2025

BUILDING PERMITS - JUNE 2025

Issued: (Compare previous year)

26⁽²³⁾ **17**⁽⁵⁾ **86**⁽⁵⁵⁾
Residential Commercial Other

New Residential Units:

20 **10** **6** **8** **0**
Single Family Condos Townhomes Duplex I-ADUs

BUSINESSES

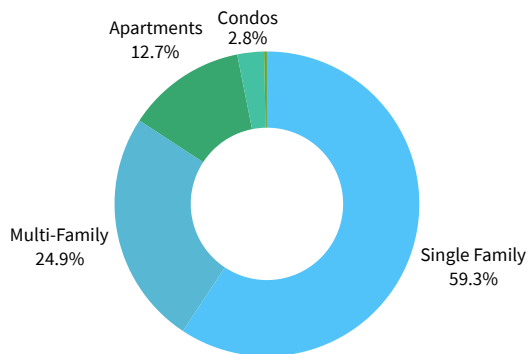
1,341* **11**
Total Businesses New Businesses

74 *Restaurants/Food*

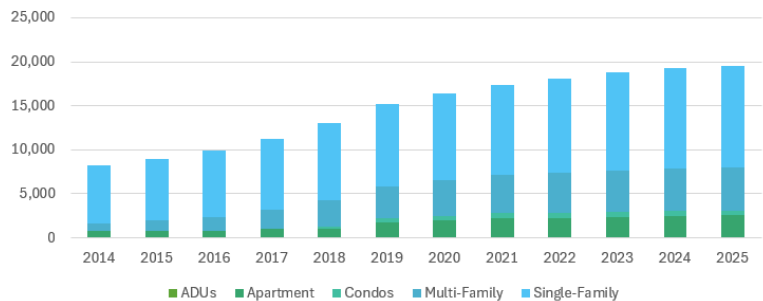
1,073 *Home Occupation*

** Reduction in businesses due to City's ongoing license auditing*

HOUSING BY TYPE



Herriman Housing Stock by Type: 2014-2025



63,897 **3.9%**
Population Estimate Vacancy Rate

PROJECT UPDATES - SEE ENGINEERING QUARTERLY UPDATE

HERRIMAN CITY STATUS REPORT

AS OF JUNE 30, 2025

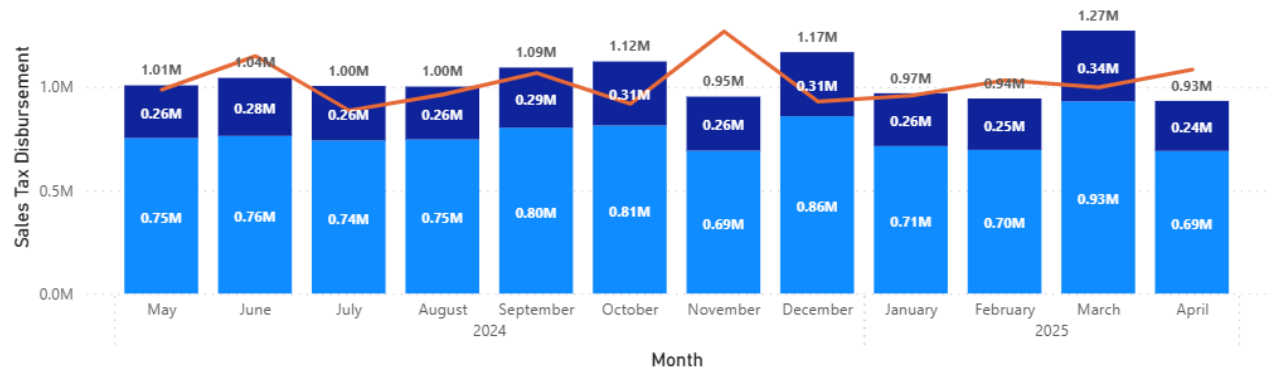
SALES TAX

\$902,456.61

*Latest Sales Tax
Disbursement*

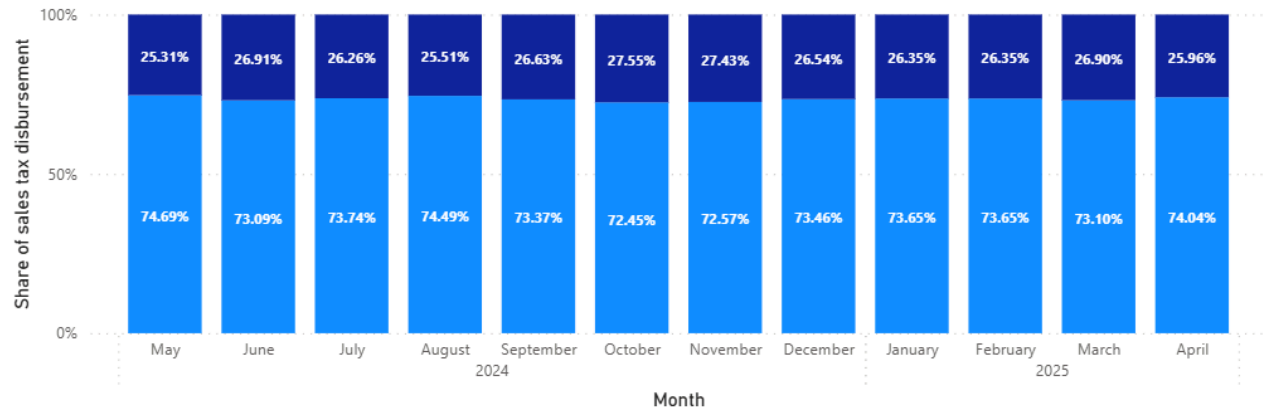
Population and direct sales-last 12 months

● Population ● Direct Sales ● Previous Year Total



Proportions

● Population ● Direct Sales



**Note: Months shown above indicate the months in which sales were generated.
Disbursement of these funds lags by about 2 months.**

HERRIMAN CITY STATUS REPORT

AS OF JULY 31, 2025

BUILDING PERMITS - JULY 2025

Issued: (Compare previous year)

20⁽¹⁸⁾ **13**⁽⁵⁾ **96**⁽⁶⁹⁾
Residential Commercial Other

New Residential Units:

13 **32** **26** **0** **2**
Single Family Condos Townhomes Duplex I-ADUs

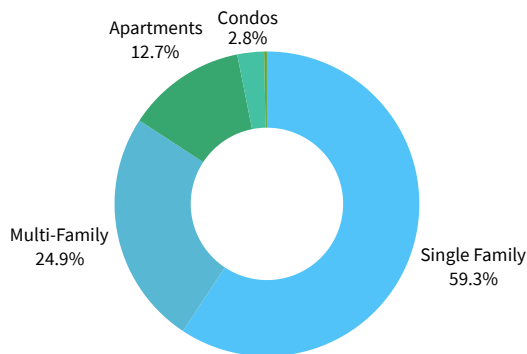
BUSINESSES

1,345 **26**
Total Businesses New Businesses

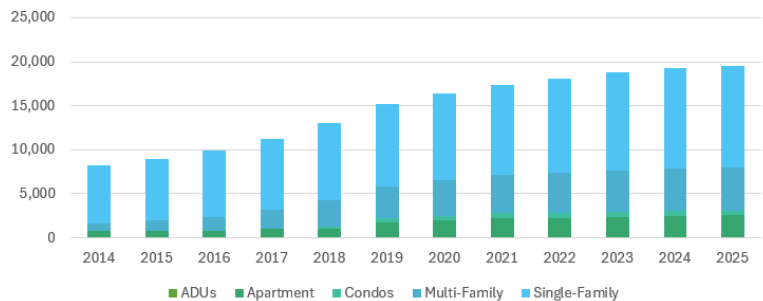
75 *Restaurants/Food*

1,073 *Home Occupation*

HOUSING BY TYPE



Herriman Housing Stock by Type: 2014-2025



63,932 **4.0%**
Population Estimate Vacancy Rate

PROJECT UPDATES - SEE ENGINEERING QUARTERLY UPDATE

HERRIMAN CITY STATUS REPORT

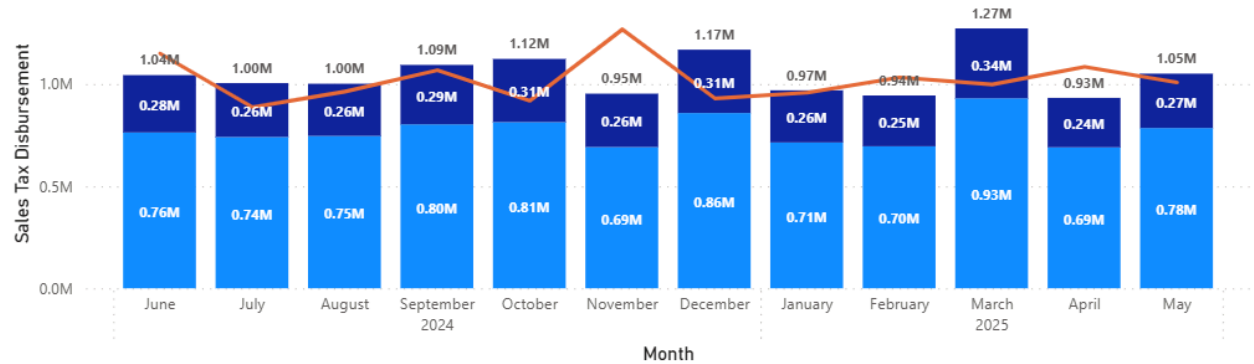
AS OF JULY 31, 2025

SALES TAX

\$1,157,429.54 *Latest Sales Tax Disbursement*

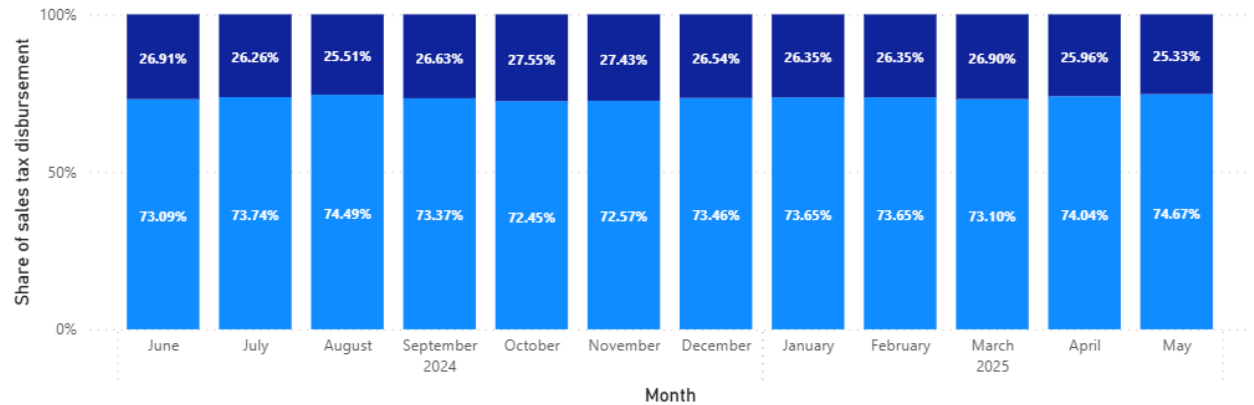
Population and direct sales-last 12 months

● Population ● Direct Sales ● Previous Year Total



Proportions

● Population ● Direct Sales



**Note: Months shown above indicate the months in which sales were generated.
Disbursement of these funds lags by about 2 months.**



STAFF REPORT

DATE: July 23, 2025
TO: The Honorable Mayor and City Council
FROM: Bryce Terry, City Engineer
SUBJECT: Review and Discuss Proposed Transportation Master Plan Update

RECOMMENDATION:

Staff recommends that the City Council review the Transportation Master Plan (TMP) Update website (i.e., a “Story Map”) linked below and provide feedback to the City Engineer and its consultant on the proposal.

ISSUE BEFORE COUNCIL:

An update to the TMP is currently in the early stages of development. At this time, staff is seeking feedback from the Council as part of the update process for the TMP.

BACKGROUND & SUMMARY:

Earlier this year, City staff hired Wall Consultant Group (WCG) to research and draft a proposed update to the Herriman City TMP. Up to this point, the consultant has been collecting data from the City General Plan, master development agreements, and regional models to develop an understanding of the socioeconomic data in Herriman. This data will inform the proposed transportation projects outlined within the TMP. This effort has resulted in a project website that has been shared with residents, which includes a public survey. The consultant also participated in Fort Herriman Towne Days, providing information and polling citizens for feedback on aspects of the City’s Transportation network. The TMP was presented to the Planning Commission on August 6th.

This project helps fulfill the following goals from the City’s Tactical plan:

ES 6 – Transportation systems

Most residents primarily use cars for transportation. Focus policy and planning efforts on vehicles and include multi-modal transportation systems that move pedestrians, cyclists, and other forms of transportation safely and efficiently through Herriman and surrounding areas.

ES 8.1.1 – Master plans and impact fee analyses updates

Monitor and update the transportation, storm drain, water, and parks master plans as necessary. New development plans should incorporate the elements of the City’s master plans.

DISCUSSION:

The Transportation Master Plan Update project website is located at:

- <https://storymaps.arcgis.com/collections/9fa3c77f140a4cf08001f2d9b53377d8>

The results of the completed work are available on the project website and will be discussed with the City Council during the August 13, 2025, Work Meeting. Following the Council's review and comment on this material, WCG will proceed with the development of the draft Transportation Master Plan Update. Once the draft is completed, staff will return it to the Planning Commission for a final recommendation to the City Council and then return it to the Council for final consideration.

ALTERNATIVES:

Whereas this item is for discussion only, no alternative actions are required for consideration at this time.

FISCAL IMPACT:

N/A



STAFF REPORT

DATE: August 02, 2025

TO: The Honorable Mayor and City Council

FROM: Blake Thomas

SUBJECT: Discussion regarding a proposed master development agreement with LTF Real Estate Company, Inc. for a proposed commercial development located at 4684 West 12600 South – Blake Thomas, Community Development Director

RECOMMENDATION:

There is no recommendation from staff; this item is for discussion only.

ISSUE BEFORE COUNCIL:

Should the City Council consider a master development agreement (MDA) with LTF Real Estate Company, Inc. for a commercial development located at 4684 West 12600 South?

ALIGNMENT WITH STRATEGIC PLAN:

This project aligns with the following goals of the strategic plan:

1. QL 2 – Promotes balanced land use by fostering a positive community atmosphere
2. QL 2.1 – Reflects the goals of the General Plan
3. CE 1 – Promotes business development

BACKGROUND/SUMMARY:

Staff have been working with the development team on the proposed fitness center project for several months to determine access points, site layout efficiency, and identify any areas of concern. The development includes a permitted commercial use on a currently undeveloped parcel that is zoned C-2, Community Commercial. The site is comprised of approximately 13.56 acres and will be divided into two lots, one 12.6 acres and the other 0.96 acres. The 0.96-acre lot does not currently have a planned end user.

The project development team has identified four items they would like to obtain approval for in a development agreement. The four items are as follows: 1) fencing requirements between incompatible uses, 2) signage on the site, 3) building material requirements, and 4) transportation impact fees. The MDA was presented to the Planning Commission on August 6, 2025. The draft MDA is included as Exhibit 1 to this staff report.

DISCUSSION:

Each of the requests included in the MDA is outlined below:

1) Fencing Between Incompatible Uses

- a. The existing homes along the north side of the project site currently have a 6 ft. tall vinyl privacy fence. Herriman City Code requires a 6 ft. tall precast concrete or masonry fence between commercial and residential uses because they are deemed “incompatible.” Staff notes that there have often been issues with installing a new precast concrete fence to replace an existing vinyl fence. These issues include disruptions to the residents (keeping kids and pets safe/secure during construction), lack of privacy, destruction of private property improvements (landscaping and sprinklers), and coordination with individual property owners, causing delays and cost increases. The applicant is proposing to install a landscaped berm in lieu of a precast wall. Most commercial developments that are adjacent to residential uses do not have the space required to include a landscaped berm; however, this project does have adequate room to include approximately 36-45 feet for a landscape buffer and berm. This will allow the existing fence to remain, thus reducing impacts to the residential property owners, and will provide a buffer to reduce visibility and noise from the proposed development. The landscaping plan and cross-sections showing the interaction between the project site and the abutting properties are provided as Exhibit 2 to this staff report.

2) Major Corridor Sign Overlay

- a. Herriman City Code Section 10-15-7 allows for additional opportunities for signage along state-owned roadway corridors. There are three requirements for a site to qualify for this opportunity. This site meets two of the three requirements. It is zoned C-2, has a minimum frontage of at least 200 feet, but it is not 20 contiguous acres. The applicant is requesting approval to install a sign that conforms with all requirements for a sign per the Major Corridor Sign Overlay. A depiction of the proposed sign along MVC is provided as Exhibit 3.

3) Building Elevation Materials

- a. The applicant is requesting an exception to the 60% brick and stone requirement and allowance to utilize stucco for more than 20% of the building façade. Exhibit 4 depicts the proposed building elevation and materials.

4) Transportation Impact Fee Reduction

- a. The project is anticipated to generate a considerable amount of traffic. The majority of traffic will access the site via 12600 South and Mountain View Corridor, with some traffic utilizing a portion of Legacy Ranch Boulevard to access the site. Based on the traffic impact analysis, which is currently in the process of being revised, the estimated traffic impact fee for this project would be approximately \$1.6M. The applicant is requesting a reduction to \$500,000. Several reasons supporting this request are outlined below:
 - i. Ownership of 12600 South will be transferred to UDOT upon completion of U-111 (anticipated in 2027/2028).
 1. The Impact Fee Facilities Plan included 4 projects associated with 12600 South, with a total estimated cost of \$3,975,000 that will no longer be required because of the transfer of ownership to UDOT.

- ii. Most vehicular access to the site will be from 12600 South, which will be a UDOT road.
- iii. Other typical uses for the site would generate similar or less in transportation impact fees.
 - 1. A 40,000 sq. ft. strip mall would require \$530,000
 - 2. A 50,000 sq. ft. office building would require \$221,000
 - 3. 34 single-family residential lots (2.5 du/ac) would require \$130,800
 - 4. 82 multi-family units (6.0 du/ac) would require \$225,500

ALTERNATIVES:

Based on the recommendation from the Planning Commission, the City Council can provide direction to staff on how to address any concerns from the Commission before bringing the item to the City Council for consideration.

FISCAL IMPACT:

None anticipated.

ATTACHMENTS:

Exhibit 1: Draft Master Development Agreement

Exhibit 2: Landscaping Plan and Cross Sections

Exhibit 3: Major Corridor Sign Rendering

Exhibit 4: Building Elevations

After recording, please send to:

Herriman City
Attn: City Recorder
5355 West Herriman Main Street
Herriman, Utah 84096

Affected Parcel No(s): 27-30-300-086-0000, 27-30-300-087-0000, 27-30-300-088-0000, 27-30-300-089-0000, 27-30-300-076-0000 and 27-30-300-055-0000

DEVELOPMENT AGREEMENT

This Development Agreement (“**Agreement**”) is between the City of Herriman, a Utah municipal corporation (“**City**”) and LTF Real Estate Company, Inc., a Minnesota corporation (“**Applicant**”).

RECITALS

WHEREAS, the Applicant has rights to certain real property identified as Salt Lake County Assessor Parcel Number(s): 27-30-300-086-0000, 27-30-300-087-0000, 27-30-300-088-0000, 27-30-300-089-0000, 27-30-300-076-0000 and 27-30-300-055-0000, which is specifically described in the attached **Exhibit A** (“**Property**”); and

WHEREAS, the Property is subject to the planning and land use ordinances of the City and is approximately located at 4684 West 12600 South, Herriman, UT 84096; and

WHEREAS, the Applicant desires to develop and construct on the Property an approximately 102,000 sq. ft. building (the “**Project**”) in accordance with the site plan shown in **Exhibit B** (“**Site Plan**”); and

WHEREAS, in connection with the City’s anticipated approval of the site plan and other required approvals for the Project the Applicant has requested a development agreement to address certain exceptions to City Code requirements related to the Project and the use of the Property; and

WHEREAS, the Herriman City Council (“**City Council**”), acting pursuant to its authority under Utah Code § 10-9a-102(2) *et seq.*, as amended, and the City’s adopted ordinances (“**City Code**”), and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has elected to exercise its legislative discretion to enter into this Agreement for the purpose of regulating the development the Property pursuant to the terms contained herein; and

WHEREAS, this Agreement shall only be valid upon approval of such by the City Council and pursuant to Resolution No. [REDACTED], a copy of which is attached as **Exhibit F**; and

WHEREAS, the City and the Applicant acknowledge that the terms of this Agreement shall be enforceable, and the rights of the Applicant relative to the Property shall vest only if the City Council, in its sole legislative discretion, approves the Applicant’s request for the Property.

NOW, THEREFORE, the parties agree as follows:

TERMS

1. **Recitals; Definitions.** The recitals set forth above are incorporated herein by this reference. Any capitalized term used but not otherwise defined in this Agreement shall have the meaning ascribed to such term in the City Code.

2. **Enforceability.** The City and the Applicant acknowledge that the terms of this Agreement shall be enforceable, and the rights of Applicant relative to the Property shall vest, only if the City Council, in its sole legislative discretion, approves the Applicant's request for the Property.

3. **Effective Date.** This Agreement is effective on the date the last party executes this Agreement as indicated by the date stated under that party's signature line (the "Effective Date").

4. **Conflicting Terms.** The Property shall be used and developed in accordance with the requirements and benefits of this Agreement as of the Effective Date. If there is a discrepancy between the requirements of City Code and this Agreement, this Agreement shall control.

5. **Applicant Obligations.**

A. Site Plan. The Applicant shall develop and use the Property in accordance with the Site Plan.

B. The Parties agree that the Project will comply with the Zoning and City development standards in effect at the time of the Site Plan Application's submission with the exception of the following specific and limited modifications and exceptions, which shall be modifications or exceptions to the Zoning to which the Project need not comply due to existing site constraints:

i. Fencing Between Incompatible Uses: The Project currently abuts a residential use along the northern boundary of the Property. In lieu of the requirements of Municipal Code 10-21-6.B., which requires a minimum six-foot-high decorative precast or integrally colored and textured block, brick, stone, or other masonry fence and/or wall be installed between residential uses and commercial uses, the Applicant may develop the Project utilizing a landscaped berm as an alternative screening technique as provided in Municipal Code 10-21-6.C., which berm shall be installed and constructed along the Property's northern boundary in conformance with the size and location as generally depicted on the Site Plan and that certain landscape cross sections plan sheet attached hereto as **Exhibit C**.

ii. Major Corridor Sign Overlay Zone: Applicant intends to install a sign on the Property utilizing the Major Corridor Sign (MCS) Overlay Zone standards and requirements of Municipal Code 10-15-7. The Project is hereby granted an exception to the minimum area requirements specified in Municipal

Code 10-15-7, which mandates a minimum area requirement of 20 acres for signage installation. The Property, being approximately 13.5 acres in size, shall be deemed compliant with Municipal Code 10-15-7 regardless of not meeting the aforementioned minimum area size requirements. Additionally, provided that the remaining standards and requirements of Municipal Code 10-15-7 are adhered to, Applicant may install and utilize electronic signage on the Property. The electronic signage may display advertising and programming on both sides of the sign related to the permitted uses on the Property, as well as advertisements for brands and products of the Applicant's retail partners. The electronic signage shall comply with the standards and requirements of Municipal Code 10-27.11. The electronic signage shall be designed and installed in a manner that minimizes any potential negative impact on neighboring properties and the surrounding community, including incorporating display angles that are intended to minimize impact to the residential use to the north of the Property. Applicant shall be permitted to install and construct the electronic signage on the Property in conformance with the size and location as generally depicted on the Site Plan and that certain sign detail plan attached hereto as **Exhibit D**.

iii. Elevation Materials. The Project currently contemplates building improvements on the Property greater than 40,000 square feet in size. Therefore, pursuant to Municipal Code 10-12-6.C.15.d, the City hereby grants an exception to the requirements of Municipal Code 10-12-6.C.15.a, which otherwise requires that all facades, including back and side elevations, be constructed utilizing a minimum of sixty percent (60%) brick or stone that is not part of the support structure or panelized. The facades, including back and side elevations of the buildings constructed on the Property, will generally conform to the elevations and brick or stone design features depicted on **Exhibit E**. Additionally, the City hereby grants an exception to the requirements of Municipal Code 10-12-6.C.15.b, which otherwise requires that stucco products, if used, shall not exceed twenty percent (20%) of any building façade. The buildings constructed on the Property may incorporate and utilize stucco products in conformance with the design features depicted on **Exhibit E**.

C. Compliance with City Code Zone. As a result of the foregoing modifications or exceptions to the Zoning and development standards for the Project, the Project's development will comply with the Project plans and specifications submitted to the City in connection with the approved Site Plan Application or this Agreement.

6. **Minor Changes**. The Community Development Director, after conferring with the City Manager, may approve minor modifications to the Applicant Obligations in Section 5 which are necessary or advantageous in facilitating more desirable function and aesthetics of the Property.

7. **City Obligations**. The City shall review development applications with respect to the Property in a timely manner, consistent with the City's routine development review practices and in accordance with all applicable laws and regulations.

8. **Vested Rights and Reserved Legislative Powers**.

A. Vested Rights. Consistent with the terms and conditions of this Agreement, the City agrees Applicant has the vested right to develop and construct the Property during the term of this Agreement in accordance with: (i) the Zone designation; (ii) the City Code in effect as of the Effective Date; and (iii) the terms of this Agreement.

B. Reserved Legislative Powers. The Applicant acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations, and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited. Notwithstanding, the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights of Applicant under this Agreement and with respect to use under the zoning designations as referenced in this Agreement based upon the policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed change affecting the vested rights of the Property shall be of general application to all development activity in City and Salt Lake County; and, unless in good faith City declares an emergency, Applicant shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Property under the compelling, countervailing public interest exception to the vested rights doctrine.

9. **Transportation Impact Fee**. The parties acknowledge that the Project is bounded by and adjacent to three public rights of way: (1) 12600 South to the South, (2) Mountain View Corridor to the West, and (3) Legacy Ranch Boulevard to the East. Mountain View Corridor is maintained and managed by the Utah Department of Transportation (UDOT). It is anticipated that 12600 South will also be maintained and managed by UDOT in the future. Access to and from the Project is anticipated to be limited in the case of 12600 South and not permissible in the case of Mountain View Corridor. Instead, as depicted on the Site Plan, the main access to and from the Project is anticipated to be from Legacy Ranch Boulevard, which will be managed and maintained by the City. The parties acknowledge and agree that the Project is intended to generate tax revenue and create jobs, which are considered a desirable service to the community the (“**Benefits**”). To help facilitate the viability of the Project, due to the Benefits provided by the Developer and because access to the Project is limited as set forth above, the City agrees to a deferred reduced (but not a full elimination of) payment of the transportation impact fees due in connection with the Project in the amount of \$500,000 until the date of issuance of the certificate of occupancy for the Project. The Developer has the discretion to pay such transportation impact fees in installments or in full, provided, however, that the full payment must be received by the City no later than the date of the issuance of the certificate of occupancy for the Project. Notwithstanding anything herein to the contrary, Applicant shall not be required to pay the transportation impact fees in the event that either (a) Developer withdraws its application for a certificate of occupancy for the Project or (b) the certificate of occupancy is denied by the City.

10. **Term**. This Agreement shall run with the land and shall continue in full force and effect and inure to the benefit of and be binding on Applicant and its respective successors, assigns, beneficiaries, and grantees from its date of recordation in the official records of the Salt Lake County Recorder’s Office.

11. General Provisions.

A. Notices. All Notices, filings, consents, approvals, and other communication provided for herein or given in connection herewith shall be validly given, filed, made, delivered or served if in writing and delivered personally or sent by registered or certified U.S. Postal Service mail, return receipt requested, postage prepaid to the following addresses or to such other addresses as either party may from time to time designate in writing and deliver in like manner. Any such change of address shall be given at least ten days before the date on which the change is to become effective:

If to City: City of Herriman
 Attn: City Recorder
 5355 West Herriman Main Street
 Herriman, Utah 84096

If to Applicant: LTF Real Estate Company, Inc.
 Attn:
 Address: 2900 Corporate Place
 Chanhasen, MN 55317

B. Mailing Effective. Notices given by mail shall be deemed delivered seventy-two hours following deposit with the U.S. Postal Service in the manner set forth above.

C. No Waiver. Any party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the party intended to be benefited by the provisions, and a waiver by a party of a breach hereunder by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

D. Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provision this Agreement.

E. Authority. The parties to this Agreement represent that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. The Applicant represents and warrants that it is fully formed and validly existing under the laws of the State of Utah and that it is duly qualified to do business in the State of Utah and is in good standing under applicable state laws. Applicant and City warrant to each other that the individuals executing this Agreement on behalf of their respective party are authorized and empowered to bind the party on whose behalf each individual is signing. Applicant represents to City that by entering into this Agreement, the Applicant has bound all persons and entities having a legal or equitable interest to the terms of this Agreement as of the Effective Date.

F. Entire Agreement. This Agreement, together with the Exhibits attached

hereto, documents referenced herein, and all regulatory approvals given by the City for the Property contain the entire agreement of the Parties with respect to the subject matter hereof and supersede any prior promises, representations, warranties, inducements, or understandings between the parties which are not contained in such agreements, regulatory approvals and related conditions.

G. Amendment. This Agreement may be amended in whole or in part with respect to all or any portion of the Property by the mutual written consent of the parties or by their successors-in-interest or assigns. Any such amendment of this Agreement shall be recorded in the official records of the Salt Lake County Recorder's Office.

H. Severability. If any of the provisions of this Agreement are declared void or unenforceable, such provision shall be severed from this Agreement. This Agreement shall otherwise remain in full force and effect provided the fundamental purpose of this Agreement and Applicant's ability to complete the development of the Property as set forth in the Concept Plan is not defeated by such severance.

I. Governing Law. The laws of the State of Utah shall govern the interpretation and enforcement of this Agreement. The parties shall agree that the venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Salt Lake County, Utah. The parties hereby expressly waive any right to object to such choice of law or venue.

J. Remedies. If either party breaches any provision of this Agreement, the non-defaulting party shall be entitled to all remedies available both at law and in equity.

K. Attorney's Fees and Costs. If either party brings legal action either because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs.

L. Binding Effect. The benefits and burdens of this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors in interest, and assigns. This Agreement shall be incorporated by reference in any instrument purporting to convey an interest in the Property.

M. No Third Party Rights. The obligations of Applicant and City set forth in this Agreement shall not create any rights in or obligations to any other persons or parties except to the extent otherwise provided herein.

N. Assignment. The Applicant may not assign or transfer this Agreement without prior written consent of the City.

O. No Agency Created. Nothing contained in this Agreement shall create any partnership, joint venture, or agency relationship between the parties.

To evidence the parties' agreement to this Agreement, each party has executed it on the date stated under that party's name.

[SIGNATURE PAGE FOLLOWS]

CITY

Approved as to form:

Signature: _____

By: _____

Legal Department/Office

Its: _____

Date: _____

State of _____)

§

County of _____)

On this ____ day of _____, 20____, before me personally came

_____ (*name of document signer*), whose identity is

personally known to me (or proven on the basis of satisfactory evidence) and who duly

sworn/affirmed to me that he/she is the Mayor of _____ (*city*)

and said he/she has the authority of said city to sign this instrument and said city executed the same.

Notary Public(*seal*)**APPLICANT: LTF REAL ESTATE COMPANY, INC.**

Signature: _____

By: _____

Its: _____

Date: _____

Corporate/Trust/Entity Acknowledgement

State of _____)

§

County of _____)

On this ____ day of _____, 20____, before me personally came

(*name of document signer*), whose identity is
personally known to me (or proven on the basis of satisfactory evidence) and who duly
sworn/affirmed to me that he/she is the _____ (*title of office*) of

(*name of corporation/trust/entity*) and said he/she has the
authority of said corporation/trust/entity to sign this instrument and said corporation/trust/entity
executed the same.

Notary Public

(*seal*)

EXHIBIT A**Legal Description of Property**

A parcel of land located in the South half of the Southwest Quarter of Section 30, Township 3 South, Range 1 West, Salt Lake Base and Meridian, Herriman City, Salt Lake County, State of Utah, being more particularly described as follows:

Beginning at a point, said point being 163.69 feet South 89°13'15" East and 505.69 feet North 00°46'45" East from the Southwest corner of said Section 30, and running thence North 15°50'46" West 140.18 feet to the Southwest corner of the Liberty Villages Subdivision plat, as recorded on March 10, 2004 as Entry No. [9000264](#) in Book 2004P at Page 55 of the Salt Lake County Recorder; thence along the South line of said subdivision South 89°13'15" East 38.62 feet, thence South 00°08'34" West 134.33 feet to the point of beginning.

Less and Excepting therefrom that portion conveyed to Utah Department of Transportation in Final Judgment of Condemnation recorded June 17, 2010 as Entry No. [10972473](#) in Book 9833 at Page 5813 of Official Records, being more particularly described as follows:

A parcel of land in fee for a highway known as Project No. MP-0182(6), being part of an entire tract of property, situate in the Southwest Quarter of the Southwest Quarter of Section 30, Township 3 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land described as follows:

Beginning at a westerly angle point of said entire tract which is 253.04 feet radially distant easterly from the Mountain View Corridor Right of Way Control Line of said project, opposite approximate Engineer Station 1136+97.55, which point is 169.70 feet (163.69 feet record) South 89°13'15" East and 514.67 feet (505.69 feet record) North 0°46'45" East from the Southwest corner of said Section 30; and running thence North 16°45'47" West 130.93 feet to a point designated as Point "A", and to the Southwest corner of the Liberty Village Subdivision, recorded as Entry No. [9000264](#) in Book 2004P at Page 65, of the official records, Salt Lake County, State of Utah, at a point 236.66 feet radially distant Easterly from said control line, opposite approximate Engineer Station 1138+22.59; thence South 19°50'49" East 252.90 feet; thence South 8°26'04" East 276.16 feet to a point 292.00 feet radially distant easterly opposite approximate Engineer Station 1133+20.00; thence South 88°39'29" East 132.95 feet; thence South 83°02'27" East 524.35 feet to a point designated as Point "B", which point is 937.00 feet perpendicularly distant easterly from said control line opposite approximate Engineer Station 1132+07.00; thence South 87°46'20" East 293.27 feet to a southeast corner of said entire tract at a point 55.48 feet perpendicularly distant northerly from said control line, of said project, opposite approximate Engineer Station 43+23.69; thence along the northerly right of way line of 12600 South Street the following three (3) courses and distances: 1) North 89°13'15" West 961.71 feet; 2) South 01°18'46" West 17.33 feet; 3) North 88°44'59" West 73.05 feet to the westerly boundary line of said entire tract; thence North 466.39 feet along said boundary line to the point of beginning.

Parcel 2:

Beginning at a point North 48.00 feet and South 88°53'52" East 169.33 feet from the Southwest corner of Section 30, Township 3 South, Range 1 West, Salt Lake Base and Meridian, said point being on the North boundary of State Highway 111, and running thence North 2095.129 feet to a point on the Southwest boundary of a 110 foot right of way owned by the Utah Power & Light Company, thence South 37°20'36" East 370.066 feet along said Southwesterly boundary; thence South 1805.24 feet to the North boundary of State Highway 111; thence North 88°53'52" West 224.52 feet to the point of beginning.

Less and Excepting therefrom the following described portion of land:

Beginning North 48 feet and South 88°53'52" East 170.55 feet from the Southwest corner of Section 30, Township 3 South, Range 1 West, Salt Lake Meridian; thence North 88°53'52" West 1.22 feet; thence North 227.99 feet; thence East 1.22 feet; thence South 227.99 feet to beginning.

Also Less and Excepting therefrom any portion of said property lying North of the Southerly boundary line of Liberty Villages, a subdivision plat recorded March 10, 2004 as Entry No. [9000264](#) in Book 2004P at Page 55 of the Salt Lake County Recorder.

Also Less and Excepting therefrom that certain tract of land conveyed to City of Herriman, a Municipal Corporation by Quit-Claim Deed recorded September 13, 2005 as Entry No. [9488444](#) in Book 9187 at Page 2625 of the official Records and being more particularly described as follows:

Beginning at a brass cap monument marking the Southwest corner of Section 30, Township 3 South, Range 1 West, Salt Lake Meridian, thence South 89°13'15" East along the section line 242.39 feet and North 53.00 feet to the point of beginning; thence North 01°18'46" East a distance of 11.96 feet; thence South 89°13'15" East a distance of 1526.58 feet; thence South 37°18'49" East a distance of 15.19 feet; thence North 89°13'15" West a distance of 1536.06 feet to the point of beginning.

and Also Less and Excepting therefrom that portion conveyed to Utah Department of Transportation in Final Judgment of Condemnation recorded June 17, 2010 as Entry No. [10972473](#) in Book 9833 at Page 5813 of Official Records, being more particularly described as follows:

A parcel of land in fee for a highway known as Project No. MP-0182(6), being part of an entire tract of property, situate in the Southwest Quarter of the Southwest Quarter of Section 30, Township 3 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land described as follows:

Beginning at a westerly angle point of said entire tract which is 253.04 feet radially distant easterly from the Mountain View Corridor Right of Way Control Line of said project, opposite approximate Engineer Station 1136+97.55, which point is 169.70 feet (163.69 feet record) South 89°13'15" East and 514.67 feet (505.69 feet record) North 0°46'45" East from the Southwest corner of said Section 30; and running thence North 16°45'47" West 130.93 feet to a point

designated as Point "A", and to the Southwest corner of the Liberty Village Subdivision, recorded as Entry No. [9000264](#) in Book 2004P at Page 65, of the official records, Salt Lake County, State of Utah, at a point 236.66 feet radially distant Easterly from said control line, opposite approximate Engineer Station 1138+22.59; thence South 19°50'49" East 252.90 feet; thence South 8°26'04" East 276.16 feet to a point 292.00 feet radially distant easterly opposite approximate Engineer Station 1133+20.00; thence South 88°39'29" East 132.95 feet; thence South 83°02'27" East 524.35 feet to a point designated as Point "B", which point is 937.00 feet perpendicularly distant easterly from said control line opposite approximate Engineer Station 1132+07.00; thence South 87°46'20" East 293.27 feet to a southeast corner of said entire tract at a point 55.48 feet perpendicularly distant northerly from said control line, of said project, opposite approximate Engineer Station 43+23.69; thence along the northerly right of way line of 12600 South Street the following three (3) courses and distances: 1) North 89°13'15" West 961.71 feet; 2) South 01°18'46" West 17.33 feet; 3) North 88°44'59" West 73.05 feet to the westerly boundary line of said entire tract; thence North 466.39 feet along said boundary line to the point of beginning.

Parcel 3:

A parcel of land located in the South half of the Southwest Quarter of Section 30, Township 3 South, Range 1 West, Salt Lake Base and Meridian, Herriman City, Salt Lake County, State of Utah, being more particularly described as follows:

Beginning at a point, said point being 393.00 feet South 89°13'15" East and 64.95 feet North 0°46'45" East from the Southwest corner of said Section 30, and running thence North 00°04'17" East 575.10 feet to the South line of the Liberty Villages Subdivision plat as recorded on March 10, 2004 as Entry No. [9000264](#) in Book 2004P at Page 55 of the Salt Lake County Recorder, thence along said South line South 89°13'15" East 447.44 feet, thence South 575.11 feet; thence North 89°13'16" West 448.16 feet to the point of beginning.

Less and Excepting therefrom that portion conveyed to Utah Department of Transportation in Final Judgment of Condemnation recorded June 17, 2010 as Entry No. [10972473](#) in Book 9833 at Page 5813 of Official Records, being more particularly described as follows:

A parcel of land in fee for a highway known as Project No. MP-0182(6), being part of an entire tract of property, situate in the Southwest Quarter of the Southwest Quarter of Section 30, Township 3 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land described as follows:

Beginning at a westerly angle point of said entire tract which is 253.04 feet radially distant easterly from the Mountain View Corridor Right of Way Control Line of said project, opposite approximate Engineer Station 1136+97.55, which point is 169.70 feet (163.69 feet record) South 89°13'15" East and 514.67 feet (505.69 feet record) North 0°46'45" East from the Southwest corner of said Section 30; and running thence North 16°45'47" West 130.93 feet to a point designated as Point "A", and to the Southwest corner of the Liberty Village Subdivision, recorded as Entry No. [9000264](#) in Book 2004P at Page 65, of the official records, Salt Lake County, State of Utah, at a point 236.66 feet radially distant Easterly from said control line,

opposite approximate Engineer Station 1138+22.59; thence South 19°50'49" East 252.90 feet; thence South 8°26'04" East 276.16 feet to a point 292.00 feet radially distant easterly opposite approximate Engineer Station 1133+20.00; thence South 88°39'29" East 132.95 feet; thence South 83°02'27" East 524.35 feet to a point designated as Point "B", which point is 937.00 feet perpendicularly distant easterly from said control line opposite approximate Engineer Station 1132+07.00; thence South 87°46'20" East 293.27 feet to a southeast corner of said entire tract at a point 55.48 feet perpendicularly distant northerly from said control line, of said project, opposite approximate Engineer Station 43+23.69; thence along the northerly right of way line of 12600 South Street the following three (3) courses and distances: 1) North 89°13'15" West 961.71 feet; 2) South 01°18'46" West 17.33 feet; 3) North 88°44'59" West 73.05 feet to the westerly boundary line of said entire tract; thence North 466.39 feet along said boundary line to the point of beginning.

Parcel 4:

A parcel of land located in the South half of the Southwest Quarter of Section 30, Township 3 South, Range 1 West, Salt Lake Base and Meridian, Herriman City, Salt Lake County, State of Utah, being more particularly described as follows:

Beginning at a point, said point being 841.16 feet South 89°13'15" East and 64.95 feet North 0°46'45" East from the Southwest corner of said Section 30 and running thence North 575.11 feet to the South line of the Liberty Villages subdivision plat, as recorded on March 10, 2004 as Entry No. [9000264](#) in Book 2004P at Page 55 of the Salt Lake County Recorder, thence along said South line South 89°13'15" East 265.45 feet; thence South 37°32'11" East 298.50 feet; thence South 00°00'07" East 132.94 feet; thence North 89°13'16" West 81.70 feet; thence South 00°46'44" West 207.92 feet; thence North 89°13'16" West 362.79 feet to the point of beginning.

Less and Excepting therefrom that portion conveyed to Utah Department of Transportation in Final Judgment of Condemnation recorded June 17, 2010 as Entry No. [10972473](#) in Book 9833 at Page 5813 of Official Records, being more particularly described as follows:

A parcel of land in fee for a highway known as Project No. MP-0182(6), being part of an entire tract of property, situate in the Southwest Quarter of the Southwest Quarter of Section 30, Township 3 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land described as follows:

Beginning at a westerly angle point of said entire tract which is 253.04 feet radially distant easterly from the Mountain View Corridor Right of Way Control Line of said project, opposite approximate Engineer Station 1136+97.55, which point is 169.70 feet (163.69 feet record) South 89°13'15" East and 514.67 feet (505.69 feet record) North 0°46'45" East from the Southwest corner of said Section 30; and running thence North 16°45'47" West 130.93 feet to a point designated as Point "A", and to the Southwest corner of the Liberty Village Subdivision, recorded as Entry No. [9000264](#) in Book 2004P at Page 65, of the official records, Salt Lake County, State of Utah, at a point 236.66 feet radially distant Easterly from said control line, opposite approximate Engineer Station 1138+22.59; thence South 19°50'49" East 252.90 feet; thence South 8°26'04" East 276.16 feet to a point 292.00 feet radially distant easterly opposite

approximate Engineer Station 1133+20.00; thence South 88°39'29" East 132.95 feet; thence South 83°02'27" East 524.35 feet to a point designated as Point "B", which point is 937.00 feet perpendicularly distant easterly from said control line opposite approximate Engineer Station 1132+07.00; thence South 87°46'20" East 293.27 feet to a southeast corner of said entire tract at a point 55.48 feet perpendicularly distant northerly from said control line, of said project, opposite approximate Engineer Station 43+23.69; thence along the northerly right of way line of 12600 South Street the following three (3) courses and distances: 1) North 89°13'15" West 961.71 feet; 2) South 01°18'46" West 17.33 feet; 3) North 88°44'59" West 73.05 feet to the westerly boundary line of said entire tract; thence North 466.39 feet along said boundary

line to the point of beginning.

Parcel 5:

A parcel of land located in the South half of the Southwest Quarter of Section 30, Township 3 South, Range 1 West, Salt Lake Base and Meridian, Herriman City, Salt Lake County, State of Utah, being more particularly described as follows:

Beginning at a point, said point being 1285.67 feet South 89°13'15" East and 272.87 feet North 0°46'45" East from the Southwest corner of said Section 30, and running thence North 00°00'07" West, 273.57 feet to a point on the West property line of Legacy Ranch Boulevard a dedicated street; thence along said West line the following two (2) calls; (1) South 36°56'10" East 33.86 feet to a point on a 759.00 foot radius curve to the right (2) Southeasterly 279.86 feet along the arc of said curve, having a central angle of 21°07'34" and being subtended by a chord that bears South 26°45'06" East a distance of 278.27 feet; thence North 89°13'16" West 145.61 feet to the point of beginning.

Parcel 6:

A parcel of land located in the South half of the Southwest Quarter of Section 30, Township 3 South, Range 1 West, Salt Lake Base and Meridian, Herriman City, Salt Lake County, State of Utah, being more particularly described as follows:

Beginning at a point, said point being 1283.86 feet South 89°13'15" East and 405.80 feet North 0°46'45" East from the Southwest corner of said Section 30, and running thence North 37°32'11" West 298.50 feet to the South line of the Liberty Villages Subdivision plat, as recorded on March 10, 2004 as Entry No. [9000264](#) in Book 2004P at Page 55 of the Salt Lake County Recorder; thence along said South line South 89°13'15" East 110.77 feet to a point on the West property line of Legacy Ranch Boulevard a dedicated street, thence along said West line South 36°56'10" East 118.31 feet; thence South 00°00'07" East 140.63 feet to the point of beginning.

(Note: Rotate all bearings in the above description 0°15'16" clockwise to match the above said Right of Way Control Line.)

EXHIBIT B

Site Plan



EXHIBIT C

Landscape Cross Sections Plan

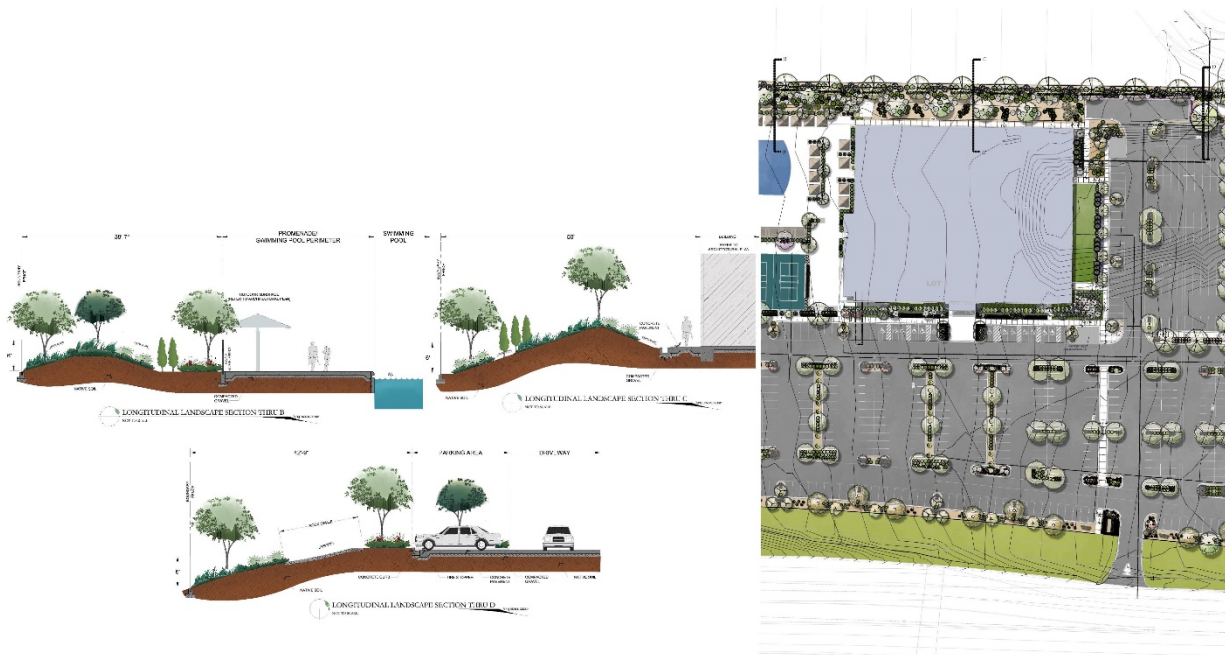


EXHIBIT D

Sign Detail Plan

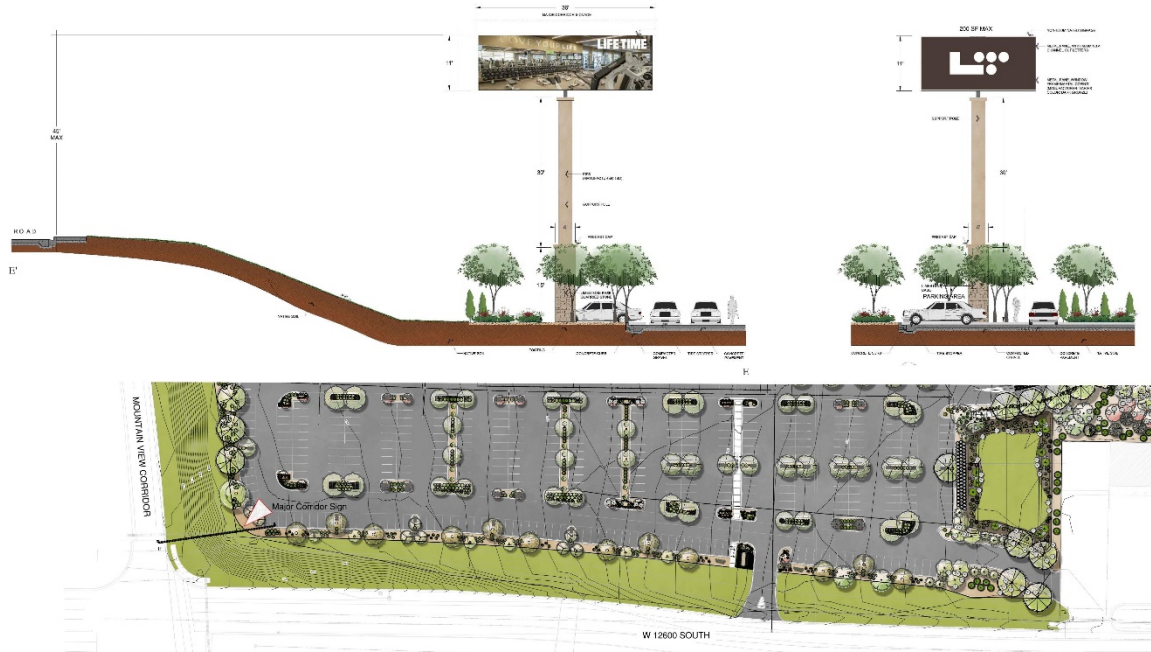


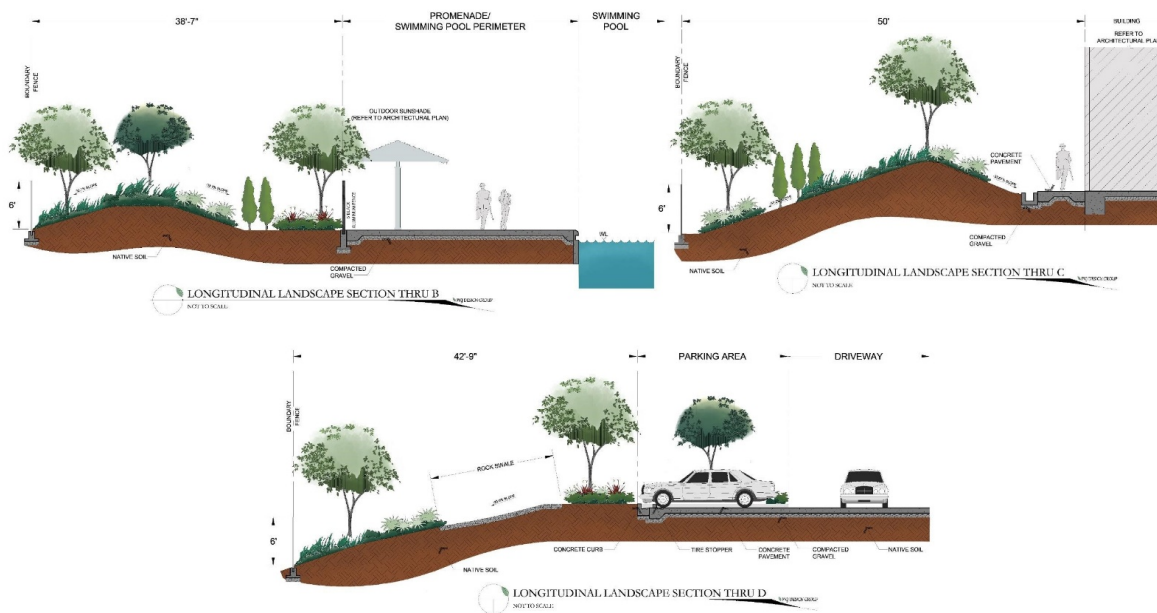
EXHIBIT E

Building Elevations



EXHIBIT F

Resolution



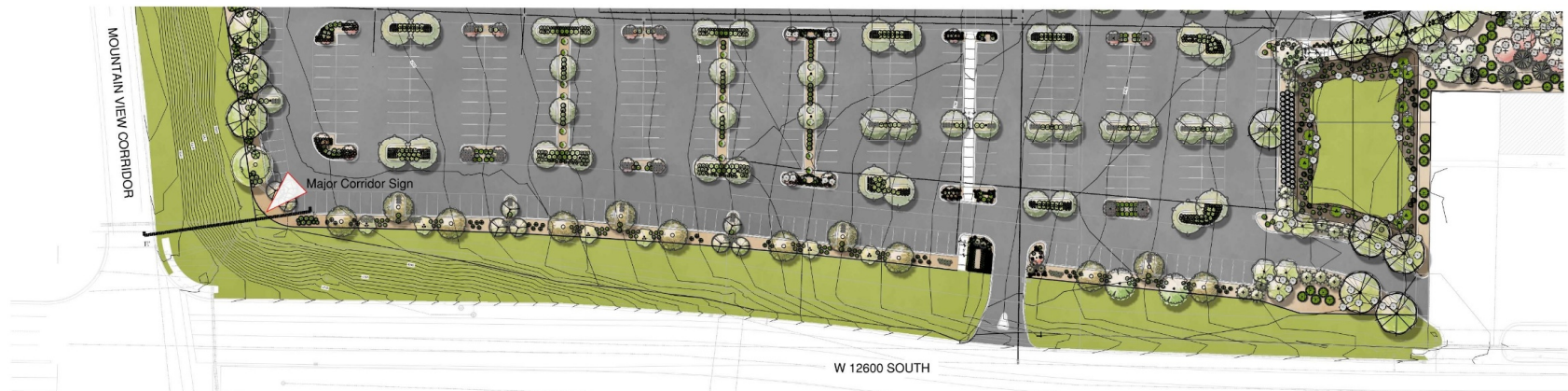
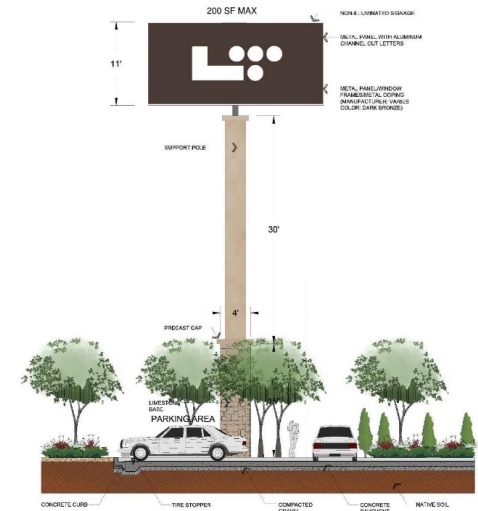
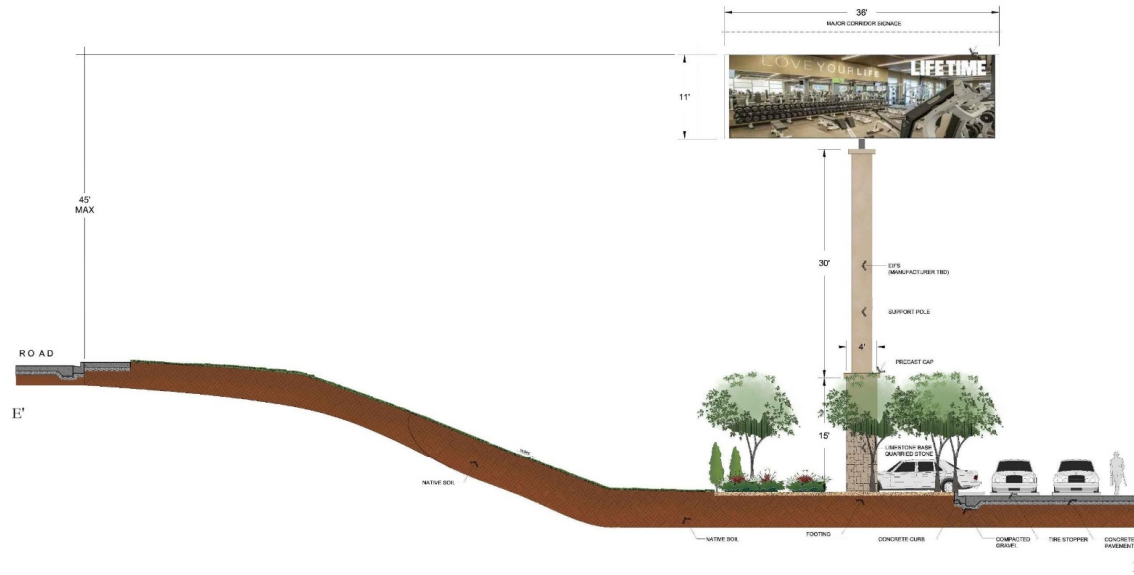


EXHIBIT 4







STAFF REPORT

DATE: July 29, 2025

TO: The Honorable Mayor and City Council

FROM: Bryce Terry, City Engineer

SUBJECT: Discussion Regarding Petition to Vacate Asphalt Trail near Rose Creek Estates Subdivision

RECOMMENDATION:

Staff recommends retaining the trail at this time, as it serves its intended purpose of providing pedestrian connectivity within the subdivision and to the broader trail and sidewalk network. While the petition reflects valid concerns from adjacent property owners, the trail benefits the larger community and aligns with the City's long-term goals for walkability and open space access.

ISSUE BEFORE COUNCIL:

Whether to initiate proceedings to vacate a public trail located behind properties in Rose Creek Estates Phases 7a and 7b, following receipt of a resident petition citing safety, privacy, and maintenance concerns.

BACKGROUND/SUMMARY:

The City received a petition signed by 13 of 16 homeowners whose lots are immediately adjacent to an asphalt-paved public trail that was dedicated as part of the Rose Creek Estates Phase 7a subdivision. The trail connects to 13400 South and links sidewalks and neighborhood streets, contributing to the subdivision's pedestrian network.

The petitioner expressed concerns related to:

- The 12-foot-wide corridor causes safety concerns.
- Loitering, littering, and occasional unauthorized vehicle use.
- Limited City maintenance leading to overgrowth and weed problems.
- Resident privacy and security.
- Proximity to 13400 South contributes to perceived safety issues.

Some residents have installed privacy fencing contrary to City policy to mitigate these concerns. A personal anecdote was shared in which a resident's pet accessed the trail and was killed in traffic on 13400 South, emphasizing the impacts of the trail's current configuration.

It is important to note that the petition was signed by property owners immediately adjacent to the trail. The trail, however, was intended to serve the broader subdivision and surrounding neighborhood, and there is potential that a larger sampling of the community may yield different results. The current petition is more a representation of feedback from residents who live immediately adjacent to the trail.

Previously, this issue was discussed at a Council meeting in January 2024, where the initial discussion resulted in a opposition to vacating the trail, however, no formal action was taken at that time, and since that time there has been a petition sent to the Council.

DISCUSSION:

The trail supports the City's goals of walkability, open space connectivity, and non-motorized transportation. It continues to provide public value as a pedestrian corridor between neighborhood streets and arterials.

Staff acknowledges that the trail's configuration creates concerns, especially for adjacent property owners. Privacy, safety, and maintenance concerns are common along the trail cross sections and fencing on both sides.

Removing dedicated public infrastructure should be weighed carefully, especially without broader community input. A more comprehensive outreach effort could help gauge the trail's overall public value and see if the concerns expressed by the adjacent homeowners are the overriding opinion.

ALTERNATIVES:

1. **Retain the trail** and implement targeted improvements to address resident concerns.
2. **Conduct broader public outreach** to determine community sentiment before taking formal action.
3. **Initiate a formal vacation process**, including public noticing and evaluation of reversionary interests.

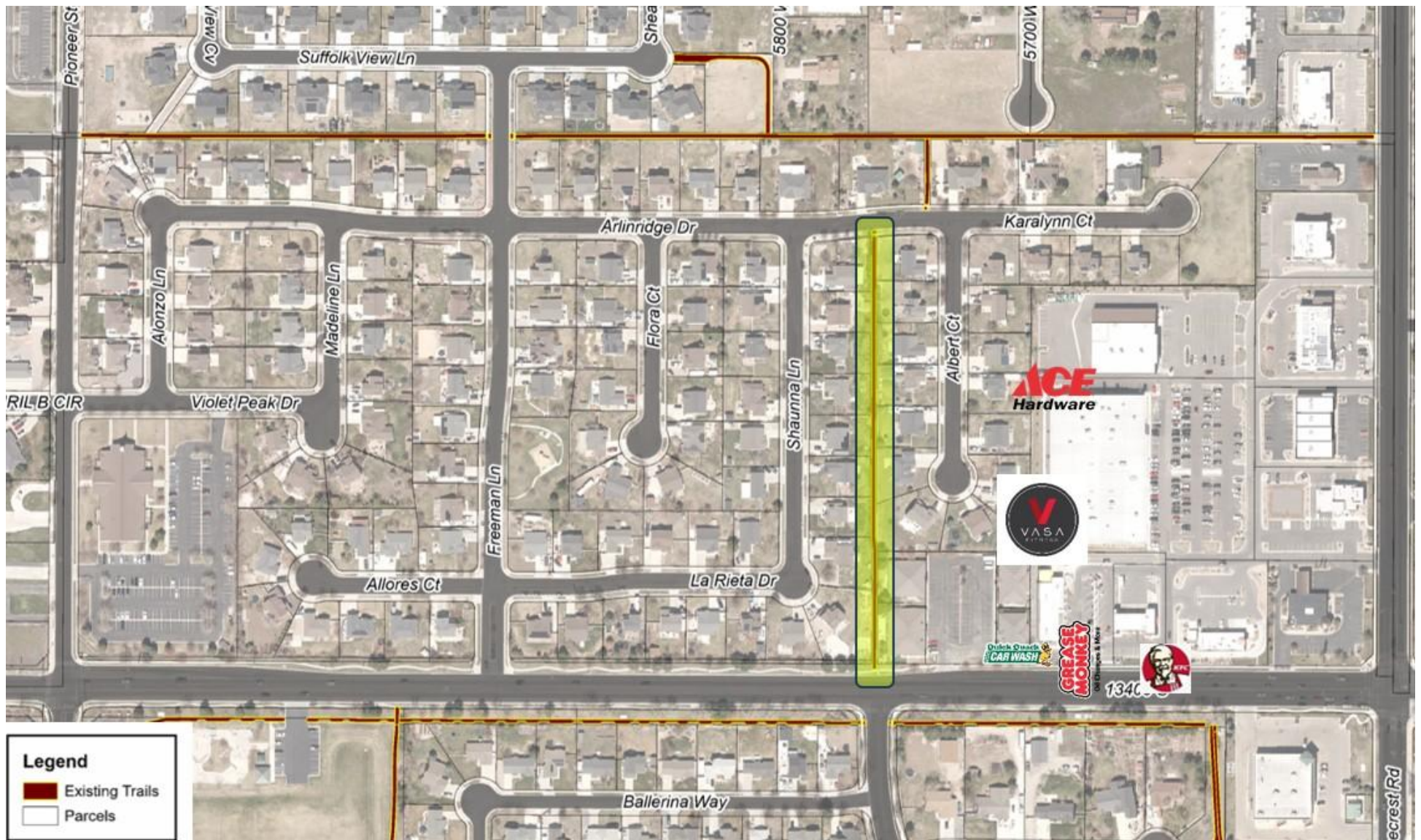
FISCAL IMPACT:

N/A

ATTACHMENTS:

- Exhibit 1 – Location of the Trail
- Rose Creek Estates Phase 7A Subdivision Plat (how the trail was dedicated)
- Petition Signatures from Residents

EXHIBIT 1 – Location of Trail



Name	Address	Lot #	Phone #	For Vacating Trail (Removal)	Signature	Notes
Luis SANTANA		709		YES	<i>[Signature]</i>	
LINDA ROWLEY		710		YES	<i>[Signature]</i>	
Kristin Fritze		711		YES	<i>[Signature]</i>	
Sheri Rose		712		yes	<i>[Signature]</i>	
Craig Stand		713		NO	RUE	
Tyler Petersen		714		YES	<i>[Signature]</i>	
Danay Murray		715		yes	<i>[Signature]</i>	
Tien Tran		716		Yes	<i>[Signature]</i>	
Adam Nettek Jacobson		717		Yes	<i>[Signature]</i>	
Isaac Hofstad		734		NO	<i>[Signature]</i>	
Sam Chih		735		Yes	<i>[Signature]</i>	
Scott Lathrop		736		Yes	<i>[Signature]</i>	
Kevin Platt		737		Yes	<i>[Signature]</i>	
Kelby Nemelka		738		Yes	<i>[Signature]</i>	
		739				
Matt Barnes		740		Yes	<i>[Signature]</i>	



STAFF REPORT

DATE: July 23, 2025

TO: The Honorable Mayor and City Council

FROM: Nathan Cherpeski

SUBJECT: Discussion regarding policy for City owned fences along corridors

RECOMMENDATION:

Provide direction to staff for a potential future policy

ISSUE BEFORE COUNCIL:

Should the City create a policy on when a city fence can be replaced? Not all City fences are directly on the property line. They may be several feet into City property. Should we allow an encroachment or should a new fence be on the property line? Should we reconsider our rules on double fencing?

ALIGNMENT WITH STRATEGIC PLAN:

QL 4. Neighborhood Quality – preserve the quality of neighborhoods and commercial areas.

BACKGROUND/SUMMARY:

Staff received a request to change the City's rail fence along Mirabella Dr. in private residence side yard to a six foot privacy fence. Just to the North the City fence was changed out for one house around 2011. There are several additional areas where the fence was changed from the rail fence to a solid privacy fence. Current ordinance don't allow for double fencing. The fencing switches to precast walls further to the south.

DISCUSSION:

Staff is looking for direction to make sure we approach requests uniformly and not in an inconsistent manner.

ALTERNATIVES:

1. Discussion and Direction.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Pictures









STAFF REPORT

DATE: August 4, 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 to amend the City of Herriman budgets for fiscal year 2026

RECOMMENDATION:

Staff recommends approval of the amendments.

ISSUE BEFORE COUNCIL:

Should the City Council approve the amendments as presented?

ALIGNMENT WITH STRATEGIC PLAN:

ES 8 – Ensure Fiscal Sustainability Within all City Functions

BACKGROUND/SUMMARY:

The City has received additional grant funding for secondary waterline installation. In addition, Finance is requesting a change in how insurance-related premiums and expenses are accounted for.

DISCUSSION:

The City previously received a \$1,585,000 grant from the State of Utah Division of Water Resources. An additional \$415,000 was awarded to the City bringing the total to \$2,000,000.

The City recently switched liability, building, and auto insurance coverage. This is anticipated to yield overall savings to the City given the City's low insurance usage. Finance recommends placing those savings in a restricted fund (to be called the "Risk Management Fund") which may be used for future claims and the City's desire to partially self-fund insurance in the future.

ALTERNATIVES:

The City may choose not to adopt or amend the recommended budget amendments.

FISCAL IMPACT:

Both requests have a neutral budget impact.

ATTACHMENTS:

Budget Amendment Detail
Resolution

City of Herriman						
Water 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
50-38230		Grant - Secondary Waterline 13400 S 5600 W	\$ 1,585,000	\$ 415,000	\$ 2,000,000	State of Utah Division of Water Resources Grant - Initial \$1,585,000 was awarded with an additional \$415,000 contingent on additional funds being made available. City will receive additional allotment.
TOTAL REVENUE ADJUSTMENTS - WATER CAPITAL PROJECTS FUND			\$ 1,585,000	\$ 415,000	\$ 2,000,000	
GL Account	Department	GL Account Description	FY2026 Budget (Current)	Proposed Amendment	2026 Adjusted Budget (Proposed)	Explanation
50-86529	Water	Secondary Waterline 13400 S 5600 W	\$ 1,585,000	\$ 415,000	\$ 2,000,000	See grant explanation above.
TOTAL EXPENDITURE ADJUSTMENTS - WATER CAPITAL PROJECTS FUND			\$ 1,585,000	\$ 415,000	\$ 2,000,000	

City of Herriman Risk Management Fund Fiscal Year 2026 Proposed Budget Amendments						
GL Account	Department	GL Account Description	FY2026 Budget (Current)	Proposed Amendment	2026 Adjusted Budget (Proposed)	Explanation
73-36897		Risk Management Charges	\$ -	\$ 515,460	\$ 515,460	Departments are charged for their budgeted insurance expense. Any unspent funds will be captured to be used for an eventual move to partial self-insurance.
TOTAL REVENUE ADJUSTMENTS - RISKMANAGEMENT FUND			\$ -	\$ 515,460	\$ 515,460	
GL Account	Department	GL Account Description	FY2026 Budget (Current)	Proposed Amendment	2026 Adjusted Budget (Proposed)	Explanation
73-47510		Property and Liability Insurance	\$ -	\$ 323,000	\$ 323,000	With the change to a new insruance broker this year, the anticipated savings that will be realized is requested to be segregated with the goal of eventually moving to partial self-insurance.
73-47513		Claims	-	50,000	50,000	
73-47515		Professional Services	-	1,000	1,000	
73-47995		Unemployment Claims	-	10,000	10,000	
73-47999		Budgeted Increase to Fund Balance	-	131,460	131,460	
TOTAL EXPENDITURE ADJUSTMENTS - RISK MANAGEMENT FUND			\$ -	\$ 515,460	\$ 515,460	

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 August 13, 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 13th day of August, 2025.

HERRIMAN CITY COUNCIL

By: _____
Mayor Lorin Palmer

ATTEST: _____
Jackie Nostrom, MMC
City Recorder



STAFF REPORT

DATE: July 25, 2025

TO: The Honorable Mayor and City Council

FROM: Blake Thomas

SUBJECT: Discussion and Consideration to vacate a portion of a Herriman City Public Utilities Easement located at approximately 12250 South 6400 West - Blake Thomas, Community Development Director

RECOMMENDATION:

Staff recommends that the City Council approve a resolution to vacate a portion of the Public Utilities Easement, as depicted in Exhibit 1.

ISSUE BEFORE COUNCIL:

Should the City Council approve a request to vacate a portion of a Public Utilities Easement located at approximately 12260 South 6400 West?

ALIGNMENT WITH STRATEGIC PLAN:

This item addresses goal QL 2 from the Strategic Plan by helping to promote balanced land use and ES 7 by helping to provide consistent, safe, and reliable utility services.

BACKGROUND/SUMMARY:

Herriman received an exclusive, perpetual public utilities easement from Suburban Land Reserve, Inc. (SLR) in 2016 (See Exhibit 1). A waterline was installed within the easement sometime thereafter. An overall map showing the easement is included with the staff report as Exhibit 2. Herriman City does not have plans to install any additional utilities in the portion of the easement that is proposed to be vacated.

DISCUSSION:

The proposed Creek Ridge Cove subdivision includes three residential lots that are impacted by the public utilities easement that was granted to Herriman City from SLR in 2016 (see Exhibit 2 attached to this staff report). The developer of the Creek Ridge Cove subdivision has requested that a portion of the easement be vacated so that the proposed lots would not be hindered by the existence of the easement. The easement is 65 feet wide, and a typical waterline easement is required to be 20 feet wide. It is proposed that the westernmost 28' 7" be vacated, leaving an easement width of 36' 5". The existing water line is approximately 9' 6" east of the property line of the proposed lots. The public works director is comfortable with this configuration and

does not have concerns with the space provided for access to conduct repairs to the waterline in the future. The easement agreement does not include a provision for a partial vacation of the easement, so it is being requested that the City Council approve a partial vacation by resolution.

ALTERNATIVES:

Alternative	Pros	Cons
1. Approve the request	Allows the development to proceed as conceptualized in the Creek Ridge Cove MDA and as currently designed.	None
2. Approve the request with conditions	Could address any issues identified during the public comment process or by the Council that have not yet been identified by staff.	None
3. Deny the request	None	Could result in impacts to the development, such that the Creek Ridge Cove MDA would need to be amended.

FISCAL IMPACT:

None

ATTACHMENTS:

Exhibit 1: Easement Agreement

Exhibit 2: Overall Map

Exhibit 3: Impacted Lots Map

EXHIBIT 1

When recorded return to:

Herriman City
13011 South Pioneer Street
Herriman, UT 84096

Affected Tax ID No 26-27-200-001

Parcel No. 1:E

Project Name: _____

12277240

05/11/2016 12:07 PM \$0.00

Book - 10430 Pg - 779-782

GARY W. OTT

RECORDER, SALT LAKE COUNTY, UTAH
HERRIMAN

13011 S PIONEER ST

HERRIMAN UT 84096

BY: DDA, DEPUTY - MA 4 P.

PUBLIC UTILITIES EASEMENT AGREEMENT

SUBURBAN LAND RESERVE, INC., a Utah corporation, Grantor, hereby GRANTS AND CONVEYS to Herriman City, a Utah municipal corporation, Grantee, pursuant to the terms of this Public Utilities Easement Agreement (this "Agreement"), for the sum of ten dollars and other good and valuable consideration,

A perpetual easement, upon that certain part of an entire tract of property, in Salt Lake County, Utah, recorded in Book 10061 Page 4488-4491 of official records as further described in the attached "Exhibit A" (the "Easement Property"), for the sole purpose to construct, operate, maintain, repair, and replace utilities and appurtenant parts thereof, together with the necessary access over and across said parcel from the shortest route possible to and from the adjacent street only.

Grantee accepts the Easement Property and all aspects thereof in an "as is," "where is" condition, without warranties, either express or implied, "with all faults," including but not limited to both latent and patent defects, and the existence of hazardous materials, if any. Grantee hereby waives all warranties, express or implied, regarding the title, condition and/or use of the Easement Property.

Grantee agrees to maintain the Easement Property in good order and repair and to promptly repair any damage to the Easement Property. Grantee shall be responsible for all out-of-pocket expenses of maintaining, repairing, and replacing any existing or after-constructed improvements on the Easement Property.

Grantor shall reserve the right to enter or use the Easement Property in any manner which will not interfere with the rights of use granted to Grantee herein.

Grantee agrees to indemnify, defend with counsel approved by Grantor and hold harmless Grantor from any claims or suits which may be asserted against the Grantor arising out of Grantee's, its contractors', invitees, or agents' use or maintenance of the Easement Property. Notwithstanding this, Grantee will not indemnify or hold Grantor harmless for any negligent act(s) or intentional misconduct of Grantor, or Grantor's employees, agents, tenants, licensees, or invitees, regardless of fault.

After said construction is completed on the above described part of an entire tract, Herriman City is thereafter relieved of any further claim or demand for costs or damages related to construction of said facilities and appurtenant parts thereof, but shall be responsible to continue to maintain the improvements and/or facilities in good order and repair pursuant to the terms hereof.

The easement granted herein (the "Easement") shall terminate if use of the Easement and/or related improvements by Grantee is abandoned or discontinued for a period of two (2) consecutive years or if the Parties agree to termination by mutual written agreement. Upon such termination of this Agreement and the Easement granted herein, Grantor shall have the right to record a Release of Easement instrument in the Official Records of Salt Lake County, Utah, thereby terminating all rights and interests of Grantee in the Property pursuant to this Agreement.

This Agreement shall be interpreted and enforced in the State of Utah where the Easement Property is located. If any action at law or in equity, or any special proceeding (including bankruptcy proceedings and appeals from lower court rulings), be instituted by either party hereto against the other party to enforce the Easement or any rights arising hereunder, or in connection with the subject matter hereof, the prevailing party shall be entitled to recover all costs of suit and

Public Utilities Easement Agreement (SLR to Herriman)

Page 1 of 4
4811-0810-5262.v1

Ent 12277240 BK 10430 PG 779

reasonable attorneys' fees. If any part, term or provision of this Agreement is held to be illegal, void, or unenforceable, or to be in conflict with the laws of Utah or any local government, by a court of competent jurisdiction or regulatory authority having jurisdiction over the real property over, under and across which the Easement is located, the validity of the remaining provisions or portion hereof shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be invalid.

This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon their respective heirs, personal representatives, successors and assigns. Similarly, facsimile signatures shall be deemed as an original signature by the enforcing party.

This Agreement together with exhibits incorporated herein by reference, if any, embodies the whole agreement of the parties. There are no promises, terms, condition, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties. Any amendment or modification to this Agreement must be in writing and signed by both parties.

[signatures and acknowledgments on following pages]

IN WITNESS WHEREOF the parties have executed this Agreement this 4th day of May, 2016

R. Steven Romney once
GRANTOR

STATE OF UTAH)
COUNTY OF Salt Lake)SS.

GRANTOR

On this 4th day of May, 2016 before me, personally appeared

R. Steven Romney

_____, (Grantor(s) name), proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, acknowledged (he/she/they) executed the same. Witness my hand and official seal.



Colette D. Yates
NOTARY PUBLIC
Carmen R. Freeman
GRANTEE

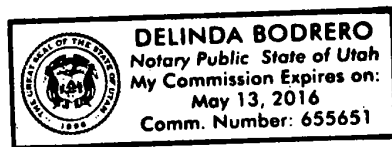
STATE OF UTAH)
COUNTY OF Salt Lake)SS.

GRANTEE

On this 19 day of April, 2016 before me, personally appeared

Carmen R. Freeman

_____, (Grantee(s) name), proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, acknowledged (he/she/they) executed the same. Witness my hand and official seal.



Delinda Bodrero
NOTARY PUBLIC

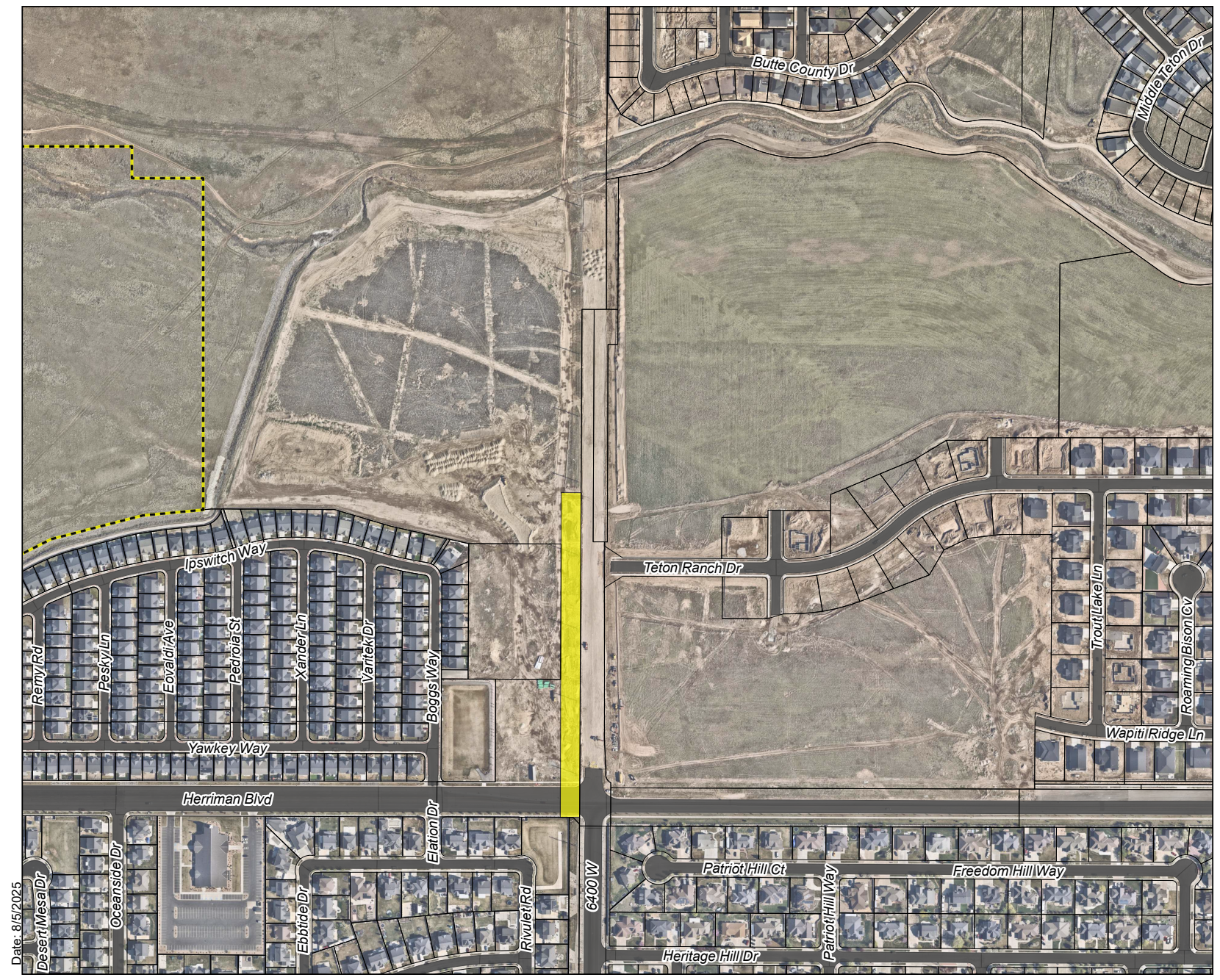
EXHIBIT A

Commencing at the Southeast corner of Section 27, Township 3 South, Range 2 West, Salt Lake Meridian; thence North 89°30'13" West 120.20 feet along section line ((North 89°30'25" West 120.10 by record, entry no 11481844, Book 10061 Page 4488-4491); thence North 00°15'26" East 1076.17 feet to the POINT OF BEGINNING; thence South 00°15'27" West 498.32 feet; thence North 89°44'33" West 10.00 feet; thence South 00°15'18" West 577.75 feet; thence North 89°44'42" West 25.01 feet; thence North 00°15'18" East 1088.56 feet; thence North 89°48'49" West 435.02 feet; thence North 00°11'11" East 10.00 feet; thence South 89°48'49" East 447.53 feet; thence South 44°46'45" East 31.85 feet to the POINT OF BEGINNING. Contains 36785 square feet or 0.844 acres, more or less.

CK by JJB 4/10/16

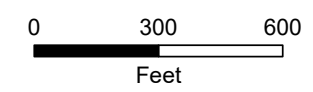
ALSO, Commencing at the Southeast corner of Section 27, Township 3 South, Range 2 West, Salt Lake Meridian; thence North 89°30'13" West 120.20 feet along section line ((North 89°30'25" West 120.10 by record, entry no 11481844, Book 10061 Page 4488-4491); thence North 00°15'26" East 1237.21 feet to the POINT OF BEGINNING; thence South 45°13'15" West 31.80 feet; thence North 89°48'49" West 447.73 feet; thence North 00°11'11" East 10.00 feet; thence South 89°48'52" East 405.42 feet; thence North 00°15'19" East 941.60 feet; thence South 89°44'47" East 64.83 feet; thence South 00°15'27" West 929.06 feet to the POINT OF BEGINNING. Contains 65473 square feet or 1.503 acres, more or less.

CK by JJB 4/10/16



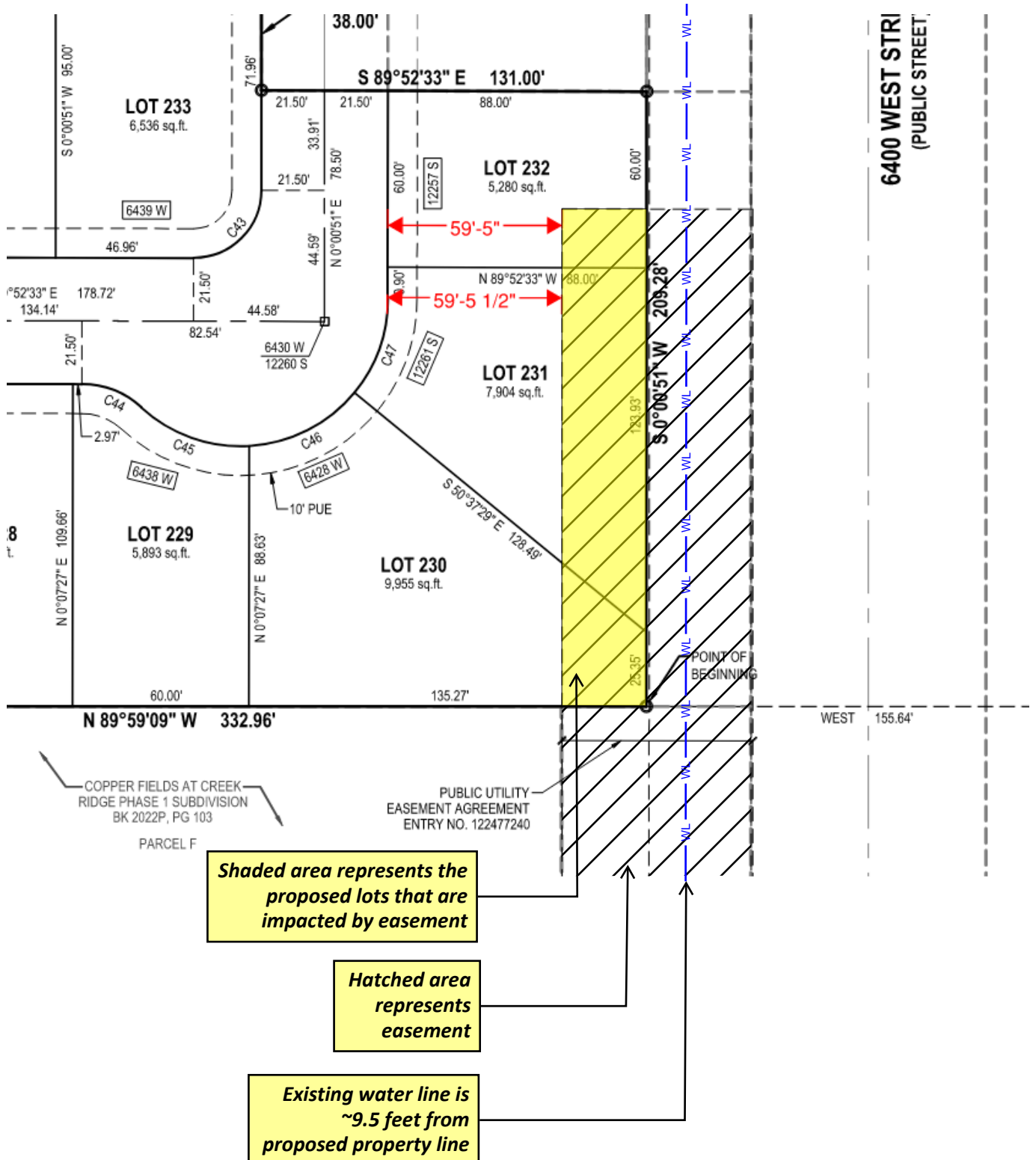
Date: 8/5/2025

EXHIBIT 2 UTILITY EASEMENT MAP



- Existing Roads
- Parcels
- Herriman City Boundary
- Utility Easement

EXHIBIT 3



HERRIMAN UTAH
RESOLUTION NO. R **-2025**

**RESOLUTION VACATING A PORTION OF AN EXCLUSIVE HERRIMAN CITY PUBLIC
UTILITIES EASEMENT LOCATED AT 12250 SOUTH 6400 WEST**

WHEREAS, the Herriman City Council (“Council”) met in regular session on August 13, 2025, to consider, among other things, approving a resolution to vacate a portion of a public utilities easement located at 12250 South 6400 West; and

WHEREAS, the portion of the easement being vacated does not have any existing utilities installed in it; and

WHEREAS, Herriman City does not plan to install any utilities in the portion of the easement being vacated; and

WHEREAS, the Council finds that it is in the best interest of Herriman residents to vacate the portion of the easement.

NOW, THEREFORE, BE IT RESOLVED that the Council hereby vacates Herriman City’s rights to the portion of the public utilities easement, as depicted in Exhibit A.

This Resolution, assigned No. R_____ -2025 shall take effect immediately upon passage and acceptance as provided herein.

PASSED AND APPROVED by the Council of Herriman. Utah, this 13th day of August 2025.

HERRIMAN

Lorin Palmer, Mayor

Jackie Nostrom, MMC, City Recorder

EXHIBIT A





STAFF REPORT

DATE: July 24, 2025

TO: The Honorable Mayor and City Council

FROM: Kyle Maurer, Director of Finance and Administrative Services

SUBJECT: Request for City Council Authorization to Declare and Dispose of Surplus Property - Vehicles

RECOMMENDATION:

Staff recommends approval of the authorization.

ISSUE BEFORE COUNCIL:

Does the City Council want to declare the vehicles listed below as surplus and authorize the City Manager to establish a base bid for the property?

ALIGNMENT WITH STRATEGIC PLAN:

N/A

BACKGROUND/SUMMARY:

City of Herriman Code 1-10-14(C) and (D) outlines the process when property greater than \$10,000 is requested to be surplussed. Once the City Manager (or designee) considers an item surplus, a list of those items is presented to the City Council for consideration to be declared surplus. The Director of Operations has requested multiple vehicles be declared surplus.

DISCUSSION:

The vehicles being requested to be declared as surplus are as follows:

Vehicle Information	Mileage	Hours	NADA	Kelly Blue Book	Edmunds	
Fleet 221	102,329	9,647	\$17,800.00	\$12,992.00	\$13,634.00	Excellent
2018 Ford F-150 XL SuperCab			\$16,550.00	\$12,445.00	\$12,989.00	Very Good
VIN #1FTFX1EG4JFC30849			\$14,800.00	\$11,803.00	\$12,151.00	Good

Vehicle Information	Mileage	Hours	NADA	Kelly Blue Book	Edmunds	
HPD 108	76,521	3,397	\$20,225.00	\$18,389.00	\$18,503.00	Excellent
2018 Ford F150 XLT SuperCrew			\$18,975.00	\$17,616.00	\$17,628.00	Very Good
VIN #1FTEW1EG1JKC58114			\$17,475.00	\$16,710.00	\$16,491.00	Good
HPD 139	82,793	3390	\$19,775.00	\$17,777.00	\$18,313.00	Excellent
2018 Ford F150 XLT SuperCrew			\$18,525.00	\$17,004.00	\$17,447.00	Very Good
VIN #1FTEW1EG4JKF27917			\$17,025.00	\$16,098.00	\$16,321.00	Good

Vehicle Information	Mileage	Hours	Auction Estimate
Fleet 139	65,348	5016	\$10,000.00 to \$15,000.00
2006 International			
7500 SFA 4X4 Hook Lift			
VIN #1HTWMAZR46J357323			

ALTERNATIVES:

The City Council may choose not to declare the vehicles surplus.

FISCAL IMPACT:

The City will receive at least the minimum bid amount established by the City Manager for the vehicles if declared surplus. Finance estimates \$50,000 will be collected. Proceeds will be credited to the Capital Equipment Fund for general government vehicles and Water Capital Projects for the Water Fund. Funds will be applied towards the purchase of new vehicles in the future. All funds will be segregated for each department's future vehicle purchases.



CITY COUNCIL MINUTES

Wednesday, July 09, 2025

***Amended July 7, 2025 @ 9:30 a.m.**

Awaiting Formal Approval

The following are the minutes of the City Council meeting of the Herriman City Council. The meeting was held on **Wednesday, July 9, 2025, at 6:00 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: Terrah Anderson, Jared Henderson, Teddy Hodges, 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, Public Works Director Justun Edwards, Deputy Police Chief Cody Stromberg, City Engineer Bryce Terry, Operations Director Monte Johnson, City Planning Manager Clint Spencer, and HPD Operations Commander Brent Adamson.

***6:00 PM – WORK MEETING:** (Fort Herriman Conference Room)

1. *Council Business

Mayor Lorin Palmer called the meeting to order at 6:00 p.m.

2. *Administrative Reports

2.1. *Reverse 911 and emergency notifications – Nathan Cherpeski, City Manager

City Manager Nathan Cherpeski initiated the discussion on the topic of reverse 911 and emergency notifications, pointing out that while the system worked effectively with landlines,

it faced challenges with mobile phones, particularly in regards to reach and reliability. He detailed various systems involved in emergency notifications. The first was the Wireless Emergency Alerts (WEA) or IPAWS system, which can override “do not disturb” settings similar to Amber Alerts but exhibits inconsistencies based on cell tower connections. He clarified that the Salt Lake County Reverse 911 was managed by the Salt Lake Valley Emergency Communications Center (VECC). City Manager Cherpeski also highlighted the City's opt-in system, Everbridge, which currently involves around 12-15% of households. Additionally, updates and notifications are sent through the City's website and social media platforms.

City Manager Cherpeski recounted a recent incident involving a crash near the Riverton-Herriman border. This incident was complicated by a notification sent out under Herriman City's name, although it was initiated by Riverton Police Department, resulting in confusion. He explained that although Herriman was indicated as the source of the alert, jurisdiction actually belonged to Riverton Police Department since the incident's initial address was on their side of the boundary between the two cities. This situation required a collaborative multi-agency response involving officials from Herriman, Riverton, South Jordan, and Draper.

HPD Deputy Chief Cody Stromberg provided further details, reiterating that the address of the crash was initially given as being on the Riverton side, making it Riverton Police Department's jurisdiction. Despite the geographic origin of the incident, a coordinated response was necessary, involving a multi-agency task force to conduct the investigation. Deputy Chief Stromberg addressed several operational challenges in the evacuation alert, especially regarding the broad scope of initial alerts managed by Riverton. This pointed to existing operational deficiencies that required rectification in coordination with the VECC. Deputy Chief Stromberg described the unrealistic demand placed on frontline officers and dispatchers who were expected to accurately gauge the necessary evacuation alert levels in rapidly evolving situations. He emphasized that initial alerts often cover a larger than necessary area, which can lead to confusion among residents.

Deputy Chief Stromberg stressed the importance of residents opting into alert systems to ensure they receive timely notifications. He advocated for enrollment in both the VECC system and Everbridge for the most comprehensive coverage and timely local updates. Councilmember Teddy Hodges conveyed appreciation for the efforts of first responders, acknowledging that over sixty different firefighters and numerous police officers were involved in managing the situation. Councilmember Jared Henderson delved into concerns about public expectations for immediate information dissemination, which was often exacerbated by the spread of misinformation on social media platforms. He pointed out the difficulties in meeting these expectations while maintaining operational focus on managing emergency situations.

Councilmember Ohrn expressed concern that the Council was unprepared and unclear about their role during emergencies and questioned if there were training opportunities. She emphasized the need for clearer protocols and baseline training for the Council to ensure they could effectively support emergency personnel without interfering. HPD Deputy Chief Stromberg and other officials confirmed that emergency management protocols had recently been overhauled, and that staff training was underway, with plans to share that information with elected officials. He also mentioned FEMA training for elected and appointed officials as a resource.

Councilmember Henderson stressed that while emergency response should remain the priority, there must be better communication among departments and with the public. City Manager Cherpeski acknowledged that real-time information was limited during the incident and emphasized the importance of structured updates, such as regular briefings.

City Manager Cherpeski recounted his experience during the event, noting confusion from inconsistent information and the absence of a clear evacuation plan. He advocated for a more formal structure during emergencies, including designated roles for elected officials and centralized information distribution. The Council agreed that elected officials shouldn't interfere with emergency response, they should be trained to serve as effective communicators and community representatives during crises. City Manager Cherpeski indicated he has challenged staff to improve emergency preparedness through tabletop exercises, standardized communication protocols, and wanted to look into available FEMA training to ensure future incidents are managed smoothly.

3. *Adjournment

Councilmember Ohrn moved to adjourn the City Council work meeting at 6:50 p.m. Councilmember Hodges seconded the motion, and all voted aye.

7:00 PM – GENERAL MEETING:

1. Call to Order

Mayor Palmer called the meeting to order at 7:07 p.m.

1.1. Invocation/Thought/Reading and Pledge of Allegiance

Youth Council Member Summer Gunderson offered the invocation. Youth Council Member Gabriel Jimenez led the audience in the Pledge of Allegiance.

1.2. City Council Comments and Recognitions

Councilmember Hodges took a moment to express gratitude to the first responders for their actions during the emergency incident on Saturday night. He thanked Riverton Police

Department, South Jordan Fire, UFA Fire, local utilities, and city employees who responded late that evening. Mayor Palmer echoed these sentiments, noting the overwhelming support and appreciation received from the community. He emphasized how miraculous it was that there were no fatalities and praised both the emergency responders and the individuals, such as the staff at Jimmy John's, who acted quickly. The Council acknowledged that while the community was fortunate, the dedication of those who serve made a significant difference in the outcome.

2. Public Comment

Jonathan Whitwerth addressed the council regarding housing affordability and inaccessibility in Herriman for first-time home buyers and renters. He referenced the city's general plan amendment and quoted City Manager Nathan Cherpeski regarding housing goals.

Ezra Crane continued the statement, discussing abandoned construction projects and their impact on the community. He emphasized the need for action to address housing issues.

Dominic Holmes spoke about the systemic nature of the housing problem and proposed a land value tax as a solution, citing historical support from founding fathers.

Blythe Gallegos discussed the effectiveness of land value tax in other parts of the country, particularly in Pennsylvania.

Simon Done explained how the proposed land value tax could be used to create a dividend for homebuyers and benefit small businesses in Herriman.

Daniel Quintana concluded the group's statement, urging the council to consider implementing a land value tax to address Herriman's housing issues.

3. City Council Reports

3.1. Councilmember Jared Henderson

Councilmember Henderson reported on the UFA budget season and mentioned ongoing discussions regarding Salt Lake County's contribution to UFA operations for responses to dedicated Canyon Recreation Areas. He expected to receive a full report on the first mediation meeting next week during the board meeting.

3.2. Councilmember Teddy Hodges

Councilmember Hodges did not have anything to report.

3.3. Councilmember Sherrie Ohrn

Councilmember Ohrn reported on her first meeting with the Association of Municipal Councils. She mentioned an interesting policy from West Jordan regarding trees in park strips, noting that they were moving away from planting trees due to the substantial cost of sidewalk repairs as trees mature. She suggested that Herriman should consider looking into this issue, given the number of flowering pear trees in the City.

3.4. Councilmember Terrah Anderson

Councilmember Anderson had nothing to report.

4. Mayor Report

Mayor Palmer had nothing to report

5. Reports, Presentations and Appointments

5.1. Report by Jordan Valley Water Conservancy District on a proposed property tax increase for water service purposes

Andy Pierucci, Herriman's representative on the Jordan Valley Water Conservancy District Board of Trustees, introduced the topic. He expressed his appreciation for the collaboration between different governmental entities during the recent emergency incident. Representative Pierucci reiterated his perspective on the proposed property tax increase, stating that he was the only member of the board who voted against the budget. He felt there were more opportunities to make cuts without asking residents to pay more.

CFO and Treasurer of Jordan Valley Water Conservancy District Dave Martin presented the details of the proposed property tax increase. He explained that the increase was part of the district's budget for the 2025-2026 fiscal year and was needed to fund capital projects and debt service. The proposed increase was \$3.1 million, which represented an 11% tax increase. For an average home valued at \$630,000, this would result in an annual increase of \$11.78.

Councilmember Ohrn inquired about the connection between the public benefit of the water provided and the amount collected through property taxes. She voiced her concern that the District might become dependent on this financial stream, which the legislature could potentially revoke in the future. Councilmember Henderson raised questions about the use of property taxes for both operations and debt service, arguing that property tax should be reserved solely for covering debt service and bonding, while usage fees should handle operational costs. Meanwhile, Councilmember Hodges questioned how water conservation efforts would influence user rates and impact long-term budgeting. Collectively, the Council discussed potential legislation that might limit the district's ability to collect property taxes beyond the public benefit threshold.

Mr. Martin and Representative Pierucci addressed these concerns, sharing insights into the district's long-term financial planning and the challenges involved in balancing conservation efforts with the ongoing need for revenue. Mr. Martin explained that the proposed property tax increase was part of the district's budgetary plans to support capital projects, particularly those looking at expanding and improving the water infrastructure to meet the growing demands of the region. He emphasized the importance of the property tax as a stable revenue source that complements the district's water rate increases, thereby supporting the District's fiscal strategies while maintaining its AA+ bond rating, which is crucial for keeping interest rates low on bonds used to finance large-scale projects.

Representative Pierucci, representing the board's perspective, articulated his opposition to the property tax increase, arguing that while the staff's financial projections were sound, there should be further scrutiny and efforts to tighten the district's budget. He believed that, without such adjustments, the reliance on property tax increases could become perennial, which undercuts the interests of residents already facing multiple tax burdens.

Additionally, they discussed the public benefit study which highlighted a \$20 million benefit from the District's investments that the property taxes would cover. However, the current levy surpasses this amount by \$13 million, raising questions about the need for operational reforms and fiscal responsibility to align the district's expenses with the demonstrated public benefit.

The Council recognized that such financial planning must thoughtfully consider both immediate and long-term impacts on constituents, including how conservation policies and resource management are factored into the pricing models which dictate operational funding beyond taxpayer contributions. They acknowledged the pressure to adapt financial strategies that maintain equilibrium between necessary infrastructure development and the equitable distribution of fiscal responsibilities among ratepayers, mindful of the overarching goal to ensure sustainable and efficient delivery of water services amid evolving environmental and economic conditions. Representative Pierucci assured that as a board member, he would continue to champion these critical dialogues, advocating for transparency and due diligence in all fiscal endeavors.

The Council expressed appreciation for their presentation and insights.

5.2. Youth Council Legacy Projects Presentation

Youth Council members presented their legacy project called "For the Fathers." The project involved providing babysitting services for families on Father's Day weekend. The team members included Khulan, Cassidy, Gabriel, Sofia and Summer.

They explained their process of developing the project idea, which looked to support families, children, and mental health in the community. The group faced challenges in coordinating schedules but ultimately decided on a one-day event.

5.3. 2025-2026 Youth Council Oath of Office

City Recorder Jackie Nostrom conducted the Oath of Office for the 2025-2026 Youth Council.

6. Public Hearing

6.1. Proposal to Vacate a Portion of a Public Street, Right-of-Way, Near the Terminus of Juniper Crest Road at Approximately 15250 South 3750 West – Blake Thomas,

Community Development Director Blake Thomas presented the proposal to vacate a portion of the public street right-of-way near the terminus of Juniper Crest Road. He explained that the right-of-way was dedicated to Herriman City by plat over 12 years ago, but the original 90-degree bend design was found to be impractical and expensive to build. A curved alignment was preferred.

Director Thomas showed exhibits illustrating the proposed changes, with the new curved alignment marked in green and the old alignment in red. He mentioned that the master developer proposed the curved alignment, and they had been working with the Mountain View Corridor team on the design.

He indicated public notices were sent out to property owners within 300 feet of the affected area. Thomas recommended holding the public hearing but continuing the item until after agenda item 8.2 had been addressed.

Mayor Palmer opened the public hearing.

There were no comments offered.

Councilmember Hodges moved to close the public hearing. Councilmember Anderson seconded the motion and all voted aye.

Councilmember Henderson moved to continue item 6.2 until after item 8.2 has been considered. Councilmember Ohrn seconded the motion and all voted aye.

Mayor Palmer reopened the item for consideration.

Councilmember Ohrn moved to approve Ordinance No. 2025-16 vacating a portion of a public street right of way located at approximately 15250 South 3750 West. Councilmember

Henderson seconded the motion. (This ordinance was renumbered from 2025-15 to maintain sequential numbering)

The vote was recorded as follows:

<i>Councilmember Terrah Anderson</i>	<i>Aye</i>
<i>Councilmember Jared Henderson</i>	<i>Aye</i>
<i>Councilmember Teddy Hodges</i>	<i>Aye</i>
<i>Councilmember Sherrie Ohrn</i>	<i>Aye</i>
<i>Mayor Lorin Palmer</i>	<i>Aye</i>

The motion passed unanimously.

7. Consent Agenda

7.1. Approval of the May 14, 2025, May 28, 2025, June 11, 2025, and June 25, 2025, City Council meeting minutes

7.2. Approval of a Single Event Local Consent Permit for Levy Restaurants

7.3. Review and approval of the May 2025 financial summary

7.4. Resolution to re-appoint three residents as members of the Herriman City Planning Commission for an additional three-year term of service – Michael Maloy, City Planner

Councilmember Hodges moved to approve the consent agenda as written. Councilmember Ohrn seconded the motion.

The vote was recorded as follows:

<i>Councilmember Terrah Anderson</i>	<i>Aye</i>
<i>Councilmember Jared Henderson</i>	<i>Aye</i>
<i>Councilmember Teddy Hodges</i>	<i>Aye</i>
<i>Councilmember Sherrie Ohrn</i>	<i>Aye</i>
<i>Mayor Lorin Palmer</i>	<i>Aye</i>

The motion passed unanimously.

8. Discussion and Action Items

8.1. Consideration to Award to Construction Contract for the Wide Hollow Trailhead Project – Bryce Terry, City Engineer

City Engineer Bryce Terry presented the Wide Hollow Trailhead project, outlining its history and the results of recent bids. The project involved approximately 70 parking stalls, space for

trailer parking, and a staircase challenge featuring 258 timber steps. Initially, the project was redesigned to be more cost-efficient after previous bids exceeded budget expectations. To further reduce costs, the parking lot was slated to use recycled asphalt millings rather than new pavement. The total budget for the project was slightly over \$1,600,000, supported by a TRCC program grant and park impact fees. The lowest bid was from Strong Solutions at \$1,047,710.50, which allowed for a healthy contingency budget. City Engineer Terry recommended awarding the contract to Strong Solutions and proposed additional measures such as future-proofing the trailhead by stubbing utilities and preparing a pad for a future restroom, as well as installing an 8-inch water main to enhance system redundancy from the Cove to East Ridge.

Councilmember Ohrn moved to approve to award the contract for the Wide Hollow Trailhead project to Strong Solutions. Councilmember Henderson seconded the motion.

The vote was recorded as follows:

<i>Councilmember Terrah Anderson</i>	<i>Aye</i>
<i>Councilmember Jared Henderson</i>	<i>Aye</i>
<i>Councilmember Teddy Hodges</i>	<i>Aye</i>
<i>Councilmember Sherrie Ohrn</i>	<i>Aye</i>
<i>Mayor Lorin Palmer</i>	<i>Aye</i>

The motion passed unanimously.

8.2. Discussion and Consideration of an Amendment to the Panorama Master Development Agreement Regarding Naming of the Dog Park Portion of Panorama Park – Blake Thomas, Community Development Director

Director Thomas presented the amendment to the Panorama Master Development Agreement, which was intended to give Innovative Excavating and Construction LLC, a property owner, the right to name the dog park portion of Panorama Park. This amendment was connected to the earlier discussed Juniper Crest right-of-way vacation. Director Thomas outlined the proposed language that stated the City Council would have the sole discretion to approve or reject the suggested name. Legal Counsel Chase Andrizzi, representing the master developer, provided additional details including the timing and necessity of the amendment, which followed closely on the heels of the original agreement, and the potential precedent it might set for naming public facilities without requiring any charitable contributions.

Director Thomas expressed concern about the potential impact on the Juniper Crest Road project if the amendment failed to pass, and the need for a City policy governing the naming of public facilities. The Council expressed varied perspectives: Councilmember Henderson

strongly opposed the possible precedent, and the lack of charitable contributions tied to the naming rights, Councilmember Hodges found the landowner's aspiration to leave a legacy understandable, and Mayor Palmer highlighted the importance of progressing with the Juniper Crest project to support local businesses. Councilmembers Ohrn and Anderson voiced apprehensions over the amendment's timing and necessity.

Councilmember Hodges moved to approve the first administrative modification to the Panorama Master Development Agreement. Councilmember Anderson seconded the motion.

The vote was recorded as follows:

<i>Councilmember Terrah Anderson</i>	<i>Aye</i>
<i>Councilmember Jared Henderson</i>	<i>Nay</i>
<i>Councilmember Teddy Hodges</i>	<i>Aye</i>
<i>Councilmember Sherrie Ohrn</i>	<i>Nay</i>
<i>Mayor Lorin Palmer</i>	<i>Aye</i>

The motion passed with a vote 3:2.

8.3. Assign two City Councilors to review and approve the final changes made to the South Hills Amended and Restated Master Development Agreement per the full Council motion from November 13, 2024 - Nathan Cherpeski, City Manager

City Manager Cherpeski explained that the South Hills Amended and Restated Master Development Agreement, approved in November 2024, required final review and approval of changes by the City Attorney, City Manager, and two appointed councilors. He noted that the changes primarily involved updating and clarifying language, particularly in the technical and design guidelines.

City Manager Cherpeski and City Attorney Todd Sheeran had already reviewed the changes and found them satisfactory. The council needed to appoint two members to complete the final review.

Councilmember Hodges moved to nominate Councilmember Ohrn and Councilmember Henderson to review the South Hills Amended and Restated Master Development Agreement. Councilmember Henderson seconded the motion.

The vote was recorded as follows:

<i>Councilmember Terrah Anderson</i>	<i>Aye</i>
<i>Councilmember Jared Henderson</i>	<i>Aye</i>
<i>Councilmember Teddy Hodges</i>	<i>Aye</i>

Councilmember Sherrie Ohrn *Aye*
Mayor Lorin Palmer *Aye*

The motion passed unanimously.

9. Future Meetings

9.1. Next Planning Meeting: July 16, 2025

9.2. Next City Council Meeting: August 13, 2025

10. Events

10.1. Hungry Herriman and Farmer's Market: July 14, 2025, July 21, 2025, and July 28, 2025;
Crane Park 5:00 p.m.

10.2. Yeti's Foam Party: July 21, 2025; Crane Park @ 6:00 p.m.

10.3. Pioneer Day: July 24, 2025, Herriman City Offices Closed

11. 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

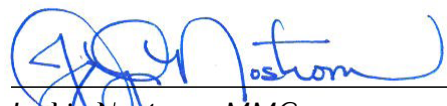
There was no closed session.

12. Adjournment

Action: Motion to adjourn the City Council meeting; second and vote
Councilmember Henderson moved to adjourn the City Council meeting at 9:05 p.m.
Councilmember Hodges seconded the motion and all voted aye.

13. 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 July 9, 2025. This document constitutes the official minutes for the Herriman City Council Meeting.



Jackie Nostrom, MMC
City Recorder



STAFF REPORT

DATE: August 7, 2025
TO: The Honorable Mayor and City Council
FROM: Bryce Terry, City Engineer
SUBJECT: Accounting of Recently Approved Change Orders

RECOMMENDATION:

No action, this report is for information only.

ISSUE BEFORE COUNCIL:

No action, this report is for information only.

BACKGROUND/SUMMARY:

The city is currently managing various capital projects during this busy construction season. Projects have been identified where the original scope needed to be adjusted or changed. These official contract changes are tracked through construction change orders. Significant change orders are reported to City Council.

Per City Policy, Staff is to notify the Council of any Change Order (or series) that exceeds \$50,000

15.5 Contract Change Orders – The City Manager or Assistant City Manager is authorized to approve change orders to a contract when the total amount of such change orders is within the budget approved for the project.

15.5.1 City staff will present to the City Council change orders, or a series of change orders, that exceed \$50,000.00.

DISCUSSION:

Asphalt Preservation Contracts:

The Roadway Rehabilitation Contract with Black Forest has had the following change orders approved, as follows:

- CO #1: Add Additional Mill & Overlay area (City initiated – Rosecrest Rd from Mount Ogden Peak Drive to Juniper Crest Rd)
 - Total Additional Cost: **\$126,711.35**
- CO #2: Additional Utilities to adjust to grade and reconstruct ADA curb ramps
 - Total Additional Cost: **\$101,520.00**

Old Town Waterline Project:

This project has had the following change orders:

- CO #1: Additional cost for Water Tie-in not originally identified in the design plans.
 - Total Additional Cost: **\$16,117.13**
- CO #2: Install Air Release Valve
 - Total Additional Cost: **\$14,697.80**
- CO #3: Additional installation of culinary water line.
 - Total Additional Cost: **\$3,680.00**
- CO #4: Additional cost for City preferred pipe bedding sand.
 - Total Additional Cost: **\$7,440.10**
- CO #5: Additional work required to install another Air Release Valve (ARV) 5800 W and Herriman Main Street
 - Total Additional Cost: **\$14,173.42**
- CO #6: Additional cost for pipe running line moving within existing asphalt road (Original design was in the shoulder but existing utilities made it impossible to run in the shoulder)
 - Total Additional Cost: **\$112,038.64**
- CO #7: Additional work required to install another Air Release Valve (ARV) 5900 W and Herriman Main Street
 - Total Additional Cost: **\$15,366.99**

ALTERNATIVES:

N/A

FISCAL IMPACT:

Both the projects' contingency budgets can handle these contract adjustments and still have a contingency budget remaining for the project. See the attached change order tracking table for each respective project for analysis of remaining budget.

ATTACHMENTS:

- Project Change Order Log – Asphalt Preservation Treatments
- Project Change Order Log – Old Town Waterline Replacement

CONSTRUCTION CHANGE ORDER LOG

Project Name	2025 Asphalt Preservation Treatments
Project No.	0022-00
GL-Codes	10-65-275
Total FY26 Budget	\$2,850,000.00
Remaining FY25	\$1,611,599.44

Original Combined Contract Amount	\$ 2,390,722.74
New Proposed Combined Contract Amount	\$ 2,628,431.44
Original Contingency Amount	\$459,277.26
Current Contingency Amount	\$221,568.56

Asphalt Preservation: Crack Seal & Patching Renewal			Dates			New NTE		Time(Calendar Days)	
CO #	Description		Received	Sent for Signature	Approved	Cost/(Credit)	Cumulative Amount to Date	Extension	New Completion Date
							\$		-

Black Forest Paving: Schedule A - Roadway Rehabilitation			Dates			New NTE		Time(Calendar Days)	
CO #	Description		Received	Sent for Signature	Approved	Cost/(Credit)	Cumulative Amount to Date	Extension	New Completion Date
1	Additional 2" Mill & Overlay, Replace ADA Curb Ramp, Adjust Utility to Grade		6/3/2025	\$ \$	6/3/2025	6/6/2025	126,711.35	126,711.35	
2	Additional "Adjust Utility to Grade" & ADA Ramps		7/17/2025	7/23/2025	\$ \$		101,520.00	228,231.35	

Intermountain Slurry: Schedule B - GSB Treatments			Dates			New NTE		Time(Calendar Days)	
CO #	Description		Received	Sent for Signature	Approved	Cost/(Credit)	Cumulative Amount to Date	Extension	New Completion Date
							\$		-

Morgan Pavement: Schedule C - Slurry Treatments			Dates			New NTE		Time(Calendar Days)	
CO #	Description		Received	Sent for Signature	Approved	Cost/(Credit)	Cumulative Amount to Date	Extension	New Completion Date
1	Type III Slurry - Swap Main St Section for Freedom Park Dr		7/1/2025	7/2/2025		\$ 3,977.35	\$ 3,977.35		
2	After Hours Traffic Control (Sunday) for Type 3		7/2/2025	7/2/2025		\$ 5,500.00	\$ 9,477.35		

CONSTRUCTION CHANGE ORDER LOG

Project Name	Old Town Water Line Replacement
Project No.	0086-00
GL-Codes	50-86-514
Total Budget	\$4,292,880.00

	Contractor:	<u>Tempest Enterprises</u>
Original Contract Amount	\$	<u>3,551,512.00</u>
New Proposed Contract Amount	\$	<u>3,735,026.08</u>
Other Contracts and Payments	\$	<u>227,706.56</u>
Original Contingency Amount		\$330,147.36

[illegible]



STAFF REPORT

DATE: July 25, 2025

TO: The Honorable Mayor and City Council

FROM: Justun Edwards, Director of Public Works

SUBJECT: Consideration to Approve a Change Order for the 5600 West and 13400 South Secondary Waterline Project

RECOMMENDATION:

Staff recommends approval of the 5600 West and 13400 South Secondary Waterline Project Change Order to Cody Ekker Construction, Inc.

ISSUE BEFORE COUNCIL:

Should the city council approve the proposed Change Order with Cody Ekker Construction, Inc. for the 5600 West and 13400 South Secondary Waterline project?

BACKGROUND/SUMMARY:

This project is listed in the Capital Improvement Plan (CIP) as project number 0227-00. Herriman City was awarded \$1,585,000 from the Utah Division of Water Resources (DWR). The city has also been awarded an additional \$415,000 of “leftover funds” from the DWR if they’re made available. In other words, the city was awarded a minimum of \$1,585,000 and a maximum of \$2,000,000 from the DWR. The executed grant agreement with the DWR is attached as Exhibit A.

Construction began in late May and has progressed very well, with approximately 90% of the currently contracted work being completed.

On June 26th, the DWR informed the city that the additional \$415,000 was available and awarded to the project.

When this project was approved by the Council during the April 23rd meeting, the staff report indicated the potential for additional funds.

DISCUSSION:

Following the award of the additional funds, staff reviewed the current project budget and engaged the contractor to determine what additional work could be completed with the \$415,000, as illustrated in the attached Exhibit B and summarized in Table 1.

Table 1

Bid Item	Total Price
Mobilization	\$ 25,000
Construction Staking	\$ 500
Materials Testing	\$ 3,000
Traffic Control	\$ 10,000
SWPPP	\$ 500
20" DIP Water Line	\$ 170,750
8" PVC Water Line	\$ 11,500
Sta 16+88 Connection	\$ 19,750
4" Temp Washout	\$ 7,500
8" DIP 45-Deg Bend	\$ 6,000
Loop 4" Gas Line	\$ 1,500
Full Depth Asphalt T-Patch	\$ 55,920
2" Mill/Overlay Trench Patch	\$ 34,850
Adjust Utility Concrete Collar	\$ 5,600
Re-Stripe Roadway	\$ 2,200
Cathodic Protection	\$ 31,300
Change Order Total	\$ 385,870
Contingency (~7.5%)	\$ 29,130
Total	\$ 415,000

Table 2 illustrates the updated project budget.

Table 2

Project Item	Cost
Engineering Design	\$ 93,610
Construction Contract	\$ 1,391,056
Change Order #1	\$ 16,975
Change Order #2	\$ 385,870
Pending Change Order	\$ 26,000
Total	\$ 1,913,511
Contingency (~4.5%)	\$ 86,489
Project Budget	\$ 2,000,000

STRATEGIC PLAN STRATEGY:

Develop And Maintain a Strong Foundation of Essential Services

- ES 8- Ensure fiscal sustainability within all City functions
 - ES 8.1 Capital Improvements

FISCAL IMPACT:

The project is fully funded by the grant with no direct impact on the water fund. A budget amendment will be presented to the Council to accept and budget the additional grant funds

ALTERNATIVES:

Option 1 (recommended)– Approve the change order with Cody Ekker Construction, Inc.

Option 2 – Reject the change order and allow the additional grant funds to go unused

ATTACHMENTS:

EXHIBIT A: Grant Agreement

EXHIBIT B: Change Order



STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES

DIVISION OF WATER RESOURCES

Copies:
WRE
Applicant
Finance

Date 4 November 2024

Vendor No. 78289H TIN 87-0632910

Vendor HERRIMAN CITY

Address 5355 WEST HERRIMAN MAIN STREET

City, State Zip HERRIMAN, UT 84096

c/o Justun Edwards Phone 801-446-5323

Email jedwards@herriman.org

Commodity Code 99999 Payable X Receivable

Description: The project will install a secondary pipeline to connect new subdivisions with existing dry secondary systems in and around Section 35, T3S, R2W, Salt Lake Base & Meridian.

Contract No.

250917

Advances:	Repayment:
Frequency <u>As Requested</u>	Interest/Term <u> </u> % <u> </u> Years
Amount <u>Variable</u>	Amount <u> </u>
Total <u>\$1,585,000 (100%)</u>	Beginning <u> </u>
Less Admin Fee <u> </u>	Effective Date <u>11/4/2024</u>
Net Payable Amount <u>\$1,585,000</u>	Expiration Date <u>12/31/2026</u>

Fund	Dept	Unit	Approp Unit	Balance Sheet	Expend/ Revenue	Program	Function	Activity	Total Amount
1000	560	6207	RPG		7501	RM126	ARPA		\$1,585,000

Approved MNK MK MDE MDE SGD SGD JRW JRW JSE JSC CAH CAH JTS JTS

<u>Russell Hadley</u> Monitor	<u>Russell Hadley</u> Signature
----------------------------------	------------------------------------

AGREEMENT

(Water Conservation Grant)

STATE OF UTAH AGREEMENT # 250917

1. PARTIES TO AGREEMENT: This agreement is between the State of Utah, Department of Natural Resources, **BOARD OF WATER RESOURCES**, referred to as STATE, and the following RECIPIENT:

HERRIMAN CITY
5355 WEST HERRIMAN MAIN STREET
HERRIMAN, UT 84096

Legal Status of Recipient:
☐ Sole Proprietor
☐ Non-Profit Corporation
☐ For Profit Corporation
☐ Partnership
☐ Limited Liability Co. (LLC)
☒ Governmental Agency

Phone #: 801-446-5323 Federal Tax ID#: 87-0632910 Vendor #: 78289H

2. GENERAL PURPOSE OF AGREEMENT: The general purpose of this agreement is to provide grant funds for costs incurred in the water conservation project to install a secondary pipeline to connect new subdivisions with existing dry secondary systems ("PROJECT").

3. AUTHORITY: This agreement is entered into by authority of legislation enacted by the 2022 Utah State Legislature.

4. AGREEMENT PERIOD: Agreement is effective November 4, 2024 and will terminate December 31, 2026 unless otherwise terminated or extended in accordance with the terms and conditions of this agreement.

5. GRANT AMOUNT: RECIPIENT will be paid \$1,585,000 for costs authorized by this agreement. STATE will pay RECIPIENT up to an additional \$415,000 for costs authorized by this agreement if additional funds are available at the time RECIPIENT requests reimbursement. The total grant shall not exceed \$2,000,000.

6. METHOD OF PAYMENT: a. Payment to the RECIPIENT shall be made approximately monthly upon receipt by the STATE of statements or vouchers for payment of work completed. b. The STATE shall pay 100% of the eligible costs incurred.

7. ATTACHMENTS INCLUDED AS A PART OF THIS CONTRACT:

Attachment A – Statement of Work
 Attachment B – Cost Estimate
 Attachment C – ARPA Terms and Conditions

8. The RECIPIENT hereby warrants the STATE that the construction of the PROJECT will not interfere with existing water rights. If the PROJECT herein described shall give rise to a claim, or cause of action to any holder of any water rights because of the interference with such rights by the operation of the PROJECT, then the RECIPIENT hereby agrees to indemnify the STATE to the extent of such claim or cause of action.

9. A. In constructing or causing the PROJECT to be constructed, the RECIPIENT shall comply with the provisions of the Utah Anti-Discrimination Act (Act) of 1965 and hereby agrees as follows:

1. The RECIPIENT will not discriminate against any employee or applicant for employment because of race, color, sex, age, religion, national origin, or handicap.
2. In all solicitations or advertisements for employees, the RECIPIENT will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, national origin, or handicap.

3. The RECIPIENT will send to each labor union or workers' representative notices stating the RECIPIENT'S responsibilities under the Act.

4. The RECIPIENT will furnish such information and reports as requested by the Anti-Discrimination Division for the purpose of determining compliance with the Act.

5. The RECIPIENT will include the provisions of sub-sections 1 through 4 above in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor unless exempted by law.

B. Failure of the RECIPIENT to comply with the statute, the rules and regulations promulgated thereunder and this non-discrimination clause shall be deemed a breach of this contract and may be canceled, terminated or suspended in whole or in part.

10. If either party to the contract violates any of the conditions or covenants made herein, the other may give written notice of such breach or failure, and if the same shall not be cured within Ninety (90) days after such notice, the other may declare the contract forfeited and may proceed to its remedies at law for such breach.

11. The RECIPIENT hereby agrees to indemnify and hold harmless the STATE and its officers, agents and employees from any and all liability or claims in connection with this agreement or the development, design, inspection, construction, or operation and maintenance of the PROJECT, including, but not limited to, any and all claims for injury or death of persons or animals, or for any property loss or damage, including damage to the project facilities; except for any such claims arising from or caused by the sole negligence of the STATE.

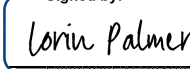
12. It is mutually understood that the STATE'S review of the plans and specifications, bidding documents and general conditions is solely for the purpose of assuring that the PROJECT to be constructed by the RECIPIENT is as represented in its application and that the PROJECT meets the STATE'S funding criteria. Neither the STATE or officers, employees, or agents thereof shall have any duty to note any design or other defect relating to the PROJECT, and none shall be liable for any loss, claim or damages with respect to the design, bidding, construction, maintenance or operation of the PROJECT or any water system of which the PROJECT is a part.

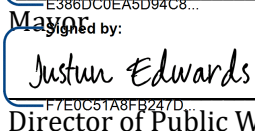
13. This agreement, or any part thereof, or the benefits to be received under this agreement, may not be the subject of any assignment to any person, firm, or corporation, by the said RECIPIENT, without first having secured the written consent of the STATE to any such proposed assignment or disposition of this agreement.

14. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED: All other governmental laws, regulations, or actions applicable to the services authorized by this agreement, and approved PROJECT plans and specifications

IN WITNESS WHEREOF, the parties sign and cause this agreement to be executed.

HERRIMAN CITY

 11/4/2024 | 9:38 AM MST
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 10/31/2024 | 11:41 AM MDT
F7E0C51A8FB247D...
Director of Public Works

BOARD OF WATER RESOURCES


Juliette Tennert (Oct 30, 2024 09:32 MDT)



Executive Secretary



Division Budget/Accounting

APPROVED: DIVISION OF FINANCE
RECEIVED AND PROCESSED
BY DIVISION OF FINANCE 11/4/24
For Director

Statement of Work

The project will install a secondary pipeline to connect new subdivisions with existing dry secondary systems.

Estimate of Probable Costs					
PROJECT TITLE:		DATE:			
Herriman Secondary Water Expansion		August 15, 2024			
Location:					
Herriman, Utah					
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	COST
WATER SYSTEM					
1	12" Water Main	3,000	L.F.	\$250.00	\$750,000.00
2	20" Water Main	1,200	L.F.	\$495.00	\$594,000.00
3	Asphalt Restoration	4,200	L.F.	\$60.00	\$252,000.00
				SUBTOTAL	\$1,596,000.00
MISCELLANEOUS FEES					
4	Contingency @ 15%	1	L.S.		\$239,400.00
CONSTRUCTION PLUS CONTINGENCY SUBTOTAL					
5	Engineering @ 7%	1	L.S.		\$111,720.00
6	Mobilization 2%	1	L.S.		\$31,920.00
7	Construction Testing & Staking 2%	1	L.S.		\$31,920.00
				SUBTOTAL	\$175,560.00
				TOTAL	\$2,010,960.00

**U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS**

1. Use of Funds.

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury, as it relates to this award.

4. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c) and Treasury's regulations implementing that section and guidance regarding the eligible uses of funds.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project is being supported, in whole or in part, by Federal Award Identification Number (FAIN) SLFRP3929 and Assistance Listing Number 21.027 awarded to the State of Utah by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from

the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

OMB Approved No. 1505-0271

Expiration Date: 11/30/2021

ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the State of Utah (hereinafter referred to as “the Recipient”) provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the recipient’s beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. This assurance applies to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of this assurance apply to all of the recipient’s programs, services and activities, so long as any portion of the recipient’s program(s) is federally assisted in the manner proscribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient’s programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.
4. Recipient acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient’s successors, transferees and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient’s sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any

personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property;

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, the Recipient shall comply with information requests, on-site compliance reviews, and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

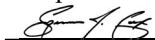
Under penalty of perjury, the undersigned official(s) certifies that he/she has read and understood its obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

State of Utah

06-11-2021

Recipient

Date



Signature of Authorized Official:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

DOCUMENT 00 63 63
CHANGE ORDER



DATED: July 16, 2025
CONTRACTOR: Cody Ekker Construction
Address: 412 E 3200 N
Lehi, UT 84043
PROJECT: 13400 S & 5600 W Secondary Lines
OWNER: Herriman City

Change Order No.: 2
Project No.: 0227-00

Original Contract Amount: \$ 1,391,056.00

In preparing change orders, show in order as separate numbered paragraphs:
1. Reason for change 2. Description of change 3. Change in contract cost 4. Change in contract time

This Change order provides for:

- 1 Reason for change: Additional Funds Received; Continue 20" DIP West to Approximate Sta 12+15
- 2 Description of change: See Attached
- 3 Change in contract cost: \$385,870.00

Item #	Description of Changes	Quantity	Unit	Unit Price	Decrease in Contract Amount	Increase in Contract Amount
CO2	See Attached	1	EA	\$ 385,870.00		\$ 385,870.00
						\$ -
						\$ -
	Subtotals:				\$ -	\$ 385,870.00
Net Change in Contract Price:						\$ 385,870.00

The amount of the contract will be increased by the sum of (written):
Thousand Eight Hundred Seventy Dollars
The contract total including this and previous change orders will be:

Three Hundred Eighty-Five
\$ 385,870.00 DOLLARS
\$ 1,793,901.00 DOLLARS

4 Change in Contract time: + Increase - Decrease
New Completion Date:

0 Days

The undersigned hereby proposes and agrees to furnish any and all labor, material, equipment, etc. in strict accordance with the requirements of the original contract documents except as specifically above noted or otherwise required in connection with the above proposed change. The original contract documents remain in full force and effect except as specifically modified herein.

The City and the Contractor hereby agree that the compensation set forth in this Change Order shall comprise the total direct and indirect costs due to Contractor for the work or changes defined in the Change Order.

Approved By: Wanne Enu
Contractor

Date: 7/16/25

Approved By: _____
City Engineer

Date: _____

Approved By: _____
Assistant City Manager

Date: _____

This document shall become a supplement to the Contract and all provisions will apply thereto.

**DOCUMENT 00 63 49
WORK DIRECTIVE CHANGE**NO.: **1****PROJECT: DATE OF ISSUANCE:** 7-7-25**OWNER:** Herriman City**PROJECT NO.:** _____**CONTRACTOR:** Cody Ekker Construction, Inc**CONTRACT FOR:** 13400 South & 5600 West Secondary Lines**ENGINEER:** BT Engineering

You are directed to proceed promptly with the following change(s):

Description:

Continue with the installation of the 20" DIP west to approximate Sta 12+15 (including the 8" section south down Roselina Dr)

Purpose of Change Order:

As directed by Herriman City

Attachments: (list documents supporting change)

See Revised Bid Schedule with awarded items to install to Sta 12+15 (green column)

If a claim is made that the above change(s) have affected Contract Price or Contract Time, any claim for a Change Order based thereon will involve one of the following methods of determining the effect of the change(s).

Method of determining change in Contract Price:

- ☐ Time and materials
☒ Unit prices
☐ Cost plus fixed fee
☐ Other

Estimated increase(decrease) in Contract Price:

\$\$385,870 (estimated by Engineer)

If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Method of determining change in Contract Time:

- ☐ Contractor's records
☐ Engineer's records
☐ Other

Estimated increase / decrease in Contract Time:

_____ days. If the change involves an increase, the estimated time is not to be exceeded without further authorization.

RECOMMENDED:

by

Jason Bradford

Engineer

AUTHORIZED:

by

Owner

HERRIMAN CITY
13400 South & 5600 West Secondary Lines
Cody Ekker Bid Schedule

		Unit	Unit Price	Quantity	Total Price
1	Mobilization	LS	\$ 150,000	1	\$ 150,000
2	Construction Staking	LS	\$ 5,000	1	\$ 5,000
3	Materials Testing	LS	\$ 25,000	1	\$ 25,000
4	Traffic Control	LS	\$ 69,000	1	\$ 69,000
5	Temporary Controls / SWPPP	LS	\$ 7,500	1	\$ 7,500
6	20" DIP Water Line (PC 350) (Import	LF	\$ 250	2277	\$ 569,250
7	16" DIP Water Line (PC 350) with Restrained Joints (Import Backfill)	LF	\$ 275	48	\$ 13,200
8	14" DIP Water Line (PC 350) with Restrained	LF	\$ 250	65	\$ 16,250
9	12" PVC Water Line (DR-18) (Import Backfill)	LF	\$ 140	2763	\$ 386,820
10	8" PVC Water Line (DR-18) (Import Backfill)	LF	\$ 115	100	\$ 11,500
11	Additional Cost for 20" DIP Joint Restraint	LF	\$ 75	397	\$ 29,775
12	Additional Cost for 12" PVC Joint Restraint	LF	\$ 20	213	\$ 4,260
13	Sta 0+48 and Sta 0+56 Connection	LS	\$ 79,450	1	\$ 79,450
14	Sta 16+88 Connection	LS	\$ 19,750	1	\$ 19,750
15	Sta 22+58 Connection	LS	\$ 52,500	1	\$ 52,500
16	Sta 22+99 Connection	LS	\$ 27,500	1	\$ 27,500
17	Sta 23+32 Drain Assembly	LS	\$ 9,500	1	\$ 9,500
18	10" RPZ Backflow Preventer Assembly	LS	\$ 52,000	1	\$ 52,000
19	Sta 23+84 Connection	LS	\$ 24,000	1	\$ 24,000
20	Sta 30+32 Connection	LS	\$ 12,000	1	\$ 12,000
21	Sta 40+26 Connection	LS	\$ 11,000	1	\$ 11,000
22	Sta 57+32 Connection (Also Includes 24" x 12" Reducer and 24" DIP Water Line)	LS	\$ 22,000	1	\$ 22,000
23	4" Temporary Washout Valve	Each	\$ 7,500	4	\$ 30,000
24	20" DIP 11.25-Deg Bend	Each	\$ 4,500	2	\$ 9,000
25	14" DIP 45-Deg Bend	Each	\$ 2,500	1	\$ 2,500
26	12" DIP 45-Deg Bend	Each	\$ 2,500	7	\$ 17,500
27	12" DIP 22.5-Deg Bend	Each	\$ 2,500	1	\$ 2,500
28	8" DIP 45-Deg Bend	Each	\$ 1,500	4	\$ 6,000
29	Loop Culinary Water Service	Each	\$ 1,000	1	\$ 1,000
30	Loop 2" Gas Line	Each	\$ 1,500	1	\$ 1,500
31	Loop 4" Gas Line	Each	\$ 1,500	1	\$ 1,500
32	Loop 8" Culinary Water Line	Each	\$ 7,900	1	\$ 7,900
33	Full Depth Asphalt T-Patch (8" Thick)	SY	\$ 80	4930	\$ 394,400
34	2" Mill/Overlay Trench Patch	SY	\$ 21	11412	\$ 233,946
35	Adjust Valve/Manhole/Survey Monument to Grade and Install Concrete Collar	Each	\$ 800	29	\$ 23,200
36	Re-Stripe Roadway	LS	\$ 15,600	1	\$ 15,600

Alt-1	Cathodic Protection – Option 1 (Includes Dielectric Coating for all Buried Metallic Piping)	LS	\$ -	1	\$ -
Alt-2	Cathodic Protection – Option 2 (Includes Polyethylene Encasement for all Buried Metallic Piping)	LS	\$ 119,000	1	\$ 119,000
Alt-3	Deduct Where Native Material is Suitable for Trench Backfill (As Approved by Owner)	LF	\$ 20	1300	\$ 26,000
Alt-4	Remove Existing 16" Caliper Tree Near Sta. 23+75 (As Approved by Owner)	LS	\$ 3,000	1	\$ 3,000

Total \$ 2,465,801

20" DIP Line	Remaining	West to 12+15	West to 19+00	12" PVC Line
\$ 60,000	\$ 15,000	\$ 25,000	\$ 20,000	\$ 90,000
\$ 2,000	\$ 500	\$ 500	\$ 1,000	\$ 3,000
\$ 10,000	\$ 2,000	\$ 3,000	\$ 5,000	\$ 15,000
\$ 29,000	\$ 9,000	\$ 10,000	\$ 10,000	\$ 40,000
\$ 3,000	\$ 500	\$ 500	\$ 2,000	\$ 4,500
\$ 559,750	\$ 300,000	\$ 170,750	\$ 89,000	\$ 9,500
\$ 13,200	\$ 13,200			
\$ -	\$ -			\$ 16,250
\$ 8,540	\$ 8,540			\$ 378,280
\$ 11,500	\$ -	\$ 11,500		
\$ 26,925	\$ 20,175		\$ 6,750	\$ 2,850
\$ 1,320	\$ 1,320			\$ 2,940
\$ 79,450	\$ 79,450			
\$ 19,750	\$ -	\$ 19,750		
\$ -	\$ -			\$ 52,500
\$ -	\$ -			\$ 27,500
\$ -	\$ -			\$ 9,500
\$ -	\$ -			\$ 52,000
\$ -	\$ -			\$ 24,000
\$ -	\$ -			\$ 12,000
\$ -	\$ -			\$ 11,000
\$ -	\$ -			\$ 22,000
\$ 30,000	\$ 22,500	\$ 7,500		
\$ 9,000	\$ 9,000			
\$ -	\$ -			\$ 2,500
\$ -	\$ -			\$ 17,500
\$ 2,500	\$ 2,500			
\$ 6,000	\$ -	\$ 6,000		
\$ 1,000	\$ 1,000			
\$ -	\$ -			\$ 1,500
\$ 1,500	\$ -	\$ 1,500		
\$ -	\$ -			\$ 7,900
\$ 184,960	\$ 103,840	\$ 55,920	\$ 25,200	\$ 209,440
\$ 119,105	\$ 63,673	\$ 34,850	\$ 20,582	\$ 114,841
\$ 16,000	\$ 10,400	\$ 5,600		\$ 7,200
\$ 6,240	\$ 3,040	\$ 2,200	\$ 1,000	\$ 9,360

\$ 74,537	\$ 23,237	\$ 31,300	\$ 20,000	\$ 44,463
				\$ 3,000
\$ 1,275,277	\$ 385,870.0	\$ 200,532	\$ 1,190,524	

CO#2



STAFF REPORT

DATE: July 16, 2025

TO: The Honorable Mayor and City Council

FROM: Trevor Ram

SUBJECT: Discussion and consideration of a Resolution appointing a representative to the Trans-Jordan Cities Board

RECOMMENDATION:

Staff recommend adoption of the resolution appointing Primary and Alternate members to the Trans-Jordan Cities Board.

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:

The purpose of this staff report is to provide relevant information as the City Council considers who to appoint as the city's representative to Trans-Jordan Cities' Board.

DISCUSSION:

On June 25, 2025, the City Council approved Resolutions R39-2025 and R40-2025, formalizing Herriman City's intent to join the Trans-Jordan Cities (TJC) interlocal agreement. As part of joining the interlocal agreement, Herriman City gets a seat on TJC's Board. TJC staff have requested the city appoint both a Primary and an Alternate member to the board.

Currently, TJC's Board is comprised of a city staff representative from each member city, except for one city whose representative is an elected official. As of this writing, TJC has given no term limits or lengths for board appointments. Current Herriman City practice is to review these appointments annually.

To best serve the interests of Herriman City on the TJC board, staff recommend the City Council appoint the requested Primary and Alternate board members to TJC's board by adopting the attached resolution. TJC's next board meeting is scheduled for August 21, 2025.

ALTERNATIVES:

- 1. The City Council adopts the resolution, appointing both a Primary and an Alternate member to the Trans-Jordan Cities Board (recommended).**
2. The City Council requests more information from staff.

FISCAL IMPACT:

None

ATTACHMENTS:

Resolution

HERRIMAN, UTAH
RESOLUTION NO. RXX-XXXX

**A RESOLUTION OF THE HERRIMAN CITY COUNCIL APPOINTING A
REPRESENTATIVE TO THE TRANS-JORDAN CITIES BOARD**

WHEREAS, the Herriman City Council (“Council”) met in a regular session on August 13, 2025, to consider, among other things, appointing a representative to the Trans-Jordan Cities Board; and

WHEREAS, after careful consideration, the Council has determined that it is in the best interest of the health, safety, and welfare of the residents of Herriman to appoint a primary representative and an alternate representative to the above referenced board; and

WHEREAS, the Council has considered the appointment of [Primary Representative] as Herriman’s primary representative on the above referenced board.

WHEREAS, the Council has considered the appointment of [Alternate Representative] as Herriman’s alternate representative on the above referenced board.

NOW, THEREFORE, BE IT RESOLVED by the Council that [Primary Representative] be appointed as Herriman’s primary representative to and a member of the Trans-Jordan Cities Board until his/her replacement is duly appointed and that [Alternate Representative] be appointed as Herriman’s alternate representative.

This Resolution, assigned No. RXX-XXXX, shall take effect immediately.

PASSED AND APPROVED by the Herriman City Council this 13th day of August, 2025.

HERRIMAN

Lorin Palmer, Mayor

ATTEST:

Jackie Nostrom, MMC
City Recorder



STAFF REPORT

DATE: July 21, 2025

TO: The Honorable Mayor and City Council

FROM: Wendy Thomas

SUBJECT: Proposed Juniper Canyon West Trailhead and Bike Jump Park – Wendy Thomas, Assistant City Manager

RECOMMENDATION:

Staff recommend approval of the proposed Juniper Canyon West Trailhead and Bike Jump Park.

ISSUE BEFORE COUNCIL:

Does the Herriman City Council want to move forward with the Juniper Canyon West Trailhead and Bike Jump Park?

ALIGNMENT WITH STRATEGIC PLAN:

QL 1 - Parks and Amenities

QL 3 – Sports Tourism Destination

BACKGROUND/SUMMARY:

The Herriman City Parks Department and Engineering Department propose the construction of a trailhead parking lot along with approximately 5,800 feet of asphalt multipurpose trail connecting the eastern Juniper Canyon Recreation Area to Juniper Crest Road on both sides of the Canyon. Concurrently, as a separate project, Friends of Herriman is proposing to construct a bike jump park featuring three jump lines suited for all rider skill levels. The jump lines will be approximately 500 feet long and will originate near the new trailhead parking lot.

Per policy, an open house was held June 26. A total of 147 postcards were mailed out with approximately ten people in attendance. Most were supportive, one had concerns, but did not seem to be opposed. Planning Commission discussed the project as part of their July 16, 2025 Work Meeting with no concerns and general excitement for the project.

This phase of the Juniper Canyon Recreation Area is in design, with construction expected to be completed during the spring and summer of 2026. Construction contracts will come back to the Council in a future meeting.

ALTERNATIVES:

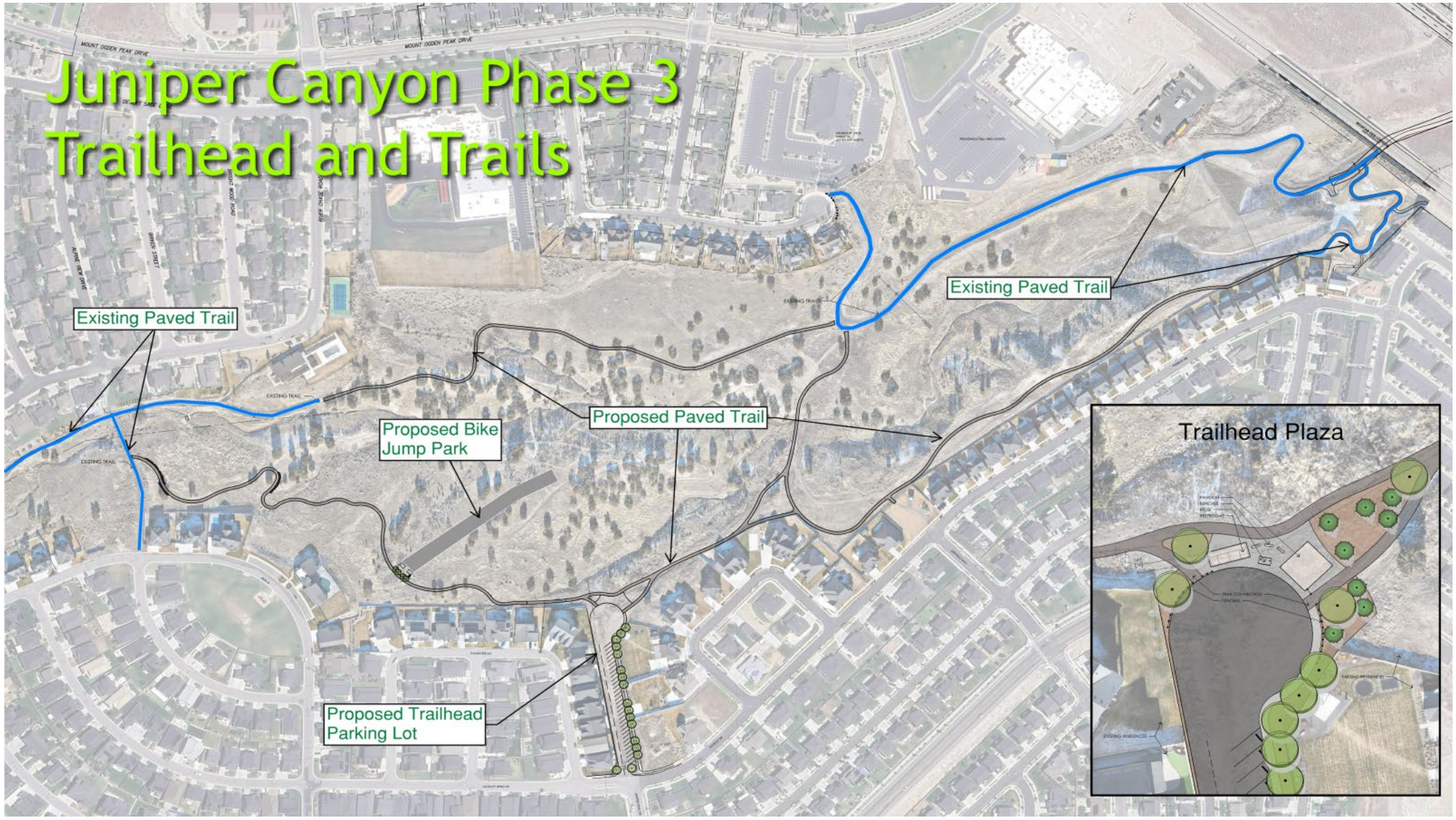
Alternative	Challenge	Benefit
Approve the project as proposed	No known challenge	Moves the project forward
Deny the project as proposed	Delays the project	Leaves the area as is

FISCAL IMPACT:

The budget for this project is \$2.4 Million funded by Park Impact Fees. Staff are applying for additional grant funding to reduce the impact to the Park Impact Fee budget. Friends of Herriman is funding all costs associated with the bike jump park. Anticipated future maintenance cost is less than \$10,000 per year for the additional trailhead and bike jumps.

ATTACHMENTS:

Juniper Canyon Phase 3
Juniper Canyon West Trailhead
Friends of Herriman Bike Park Concept



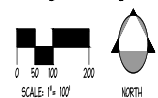


Juniper Canyon Trailhead Phase 3 - Overall

Concept Design - February 26, 2025
Herriman, UT 84096

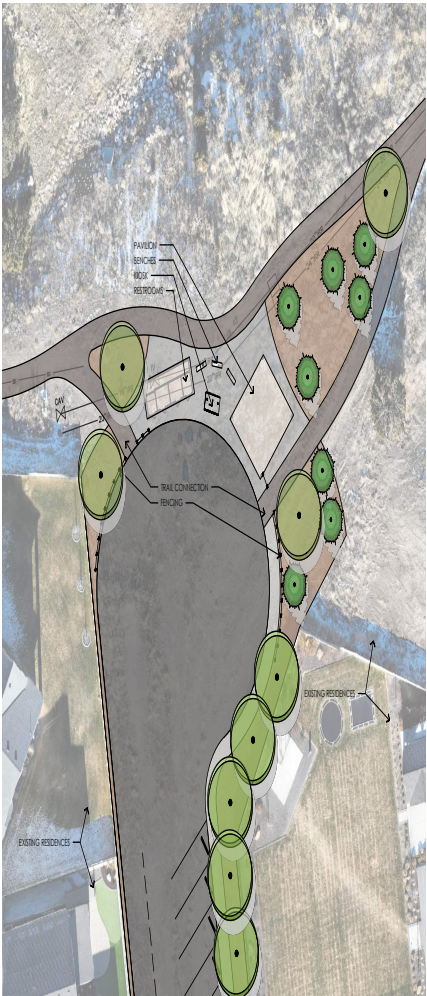
G. BROWN: DESIGN INC
SITE AND LANDSCAPE ARCHITECTS

678 East Vine Street, Ste 10
Murray, Utah 84107
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www.gbrowndesign.com

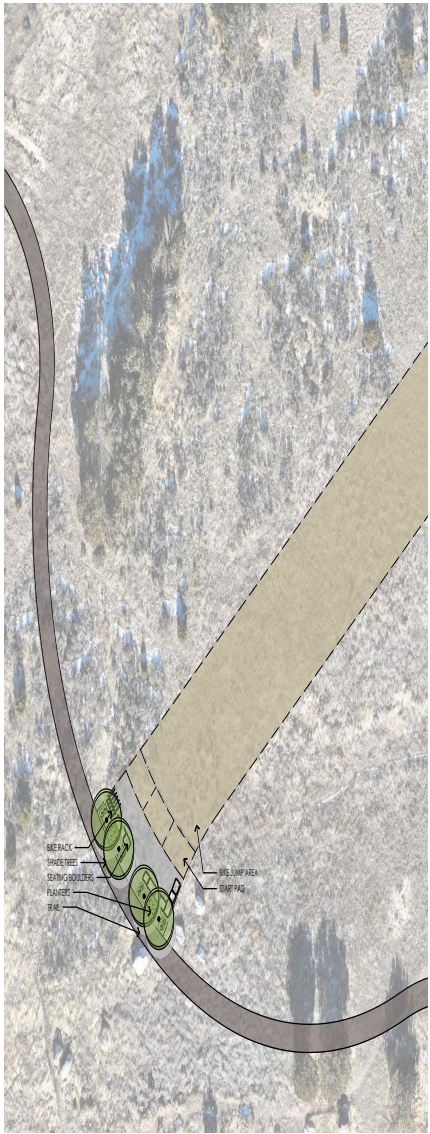




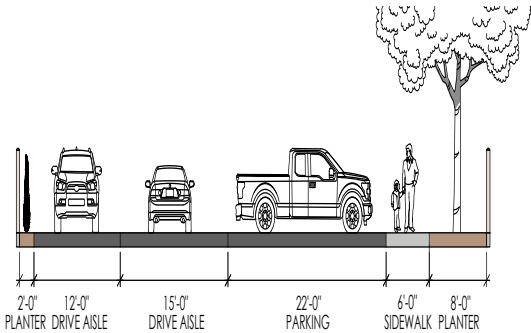
Enlargement A - Parking Layout



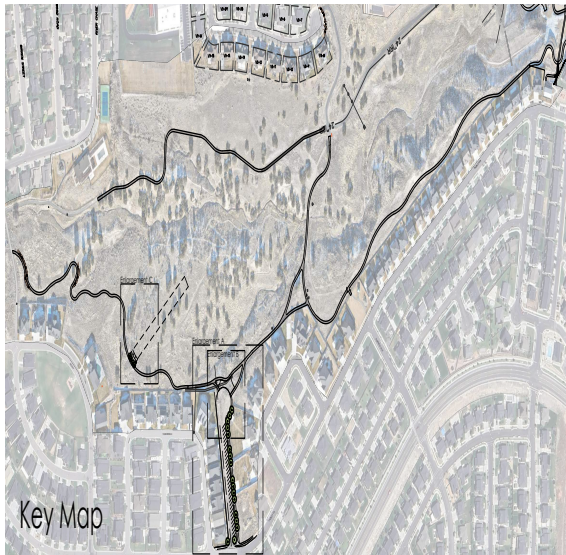
Enlargement B - Trailhead Plaza



Enlargement C - Bike Jump



Parking Section



Key Map



PAVILION



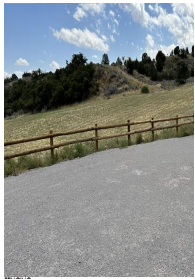
RESTROOM



KIOSK



SITTING BOULDERS



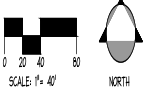
FENCING

Juniper Canyon Trailhead Phase 3 - Parking

Concept Design - February 26, 2025
Herriman, UT 84096

G. BROWN: DESIGN INC
SITE AND LANDSCAPE ARCHITECTS

678 East Vine Street, Ste 10
Murray, Utah 84107
801.575.6866
www.gbrowndesign.com





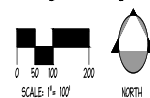
Juniper Canyon Trailhead

Phase 3 - Overall

Concept Design - February 26, 2025
Herriman, UT 84096

G. BROWN: DESIGN INC
SITE AND LANDSCAPE ARCHITECTS

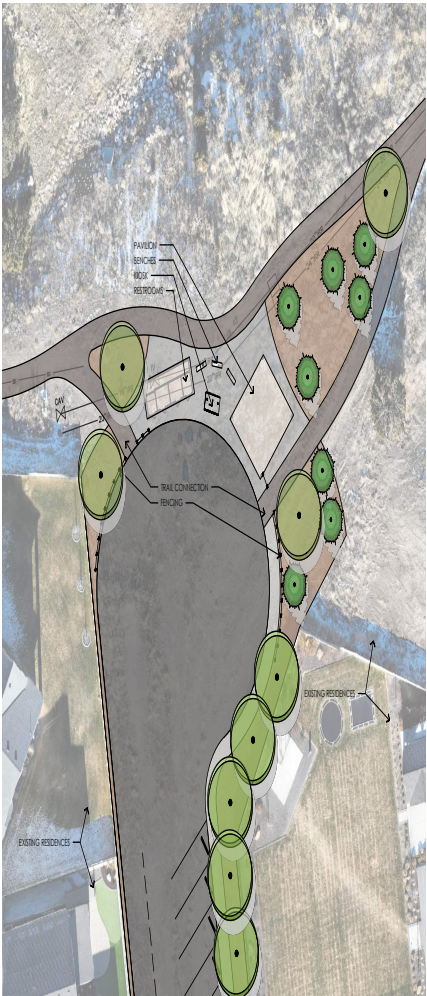
678 East Vine Street, Ste 10
Murray, Utah 84107
801.575.6066
www.gbrowndesign.com



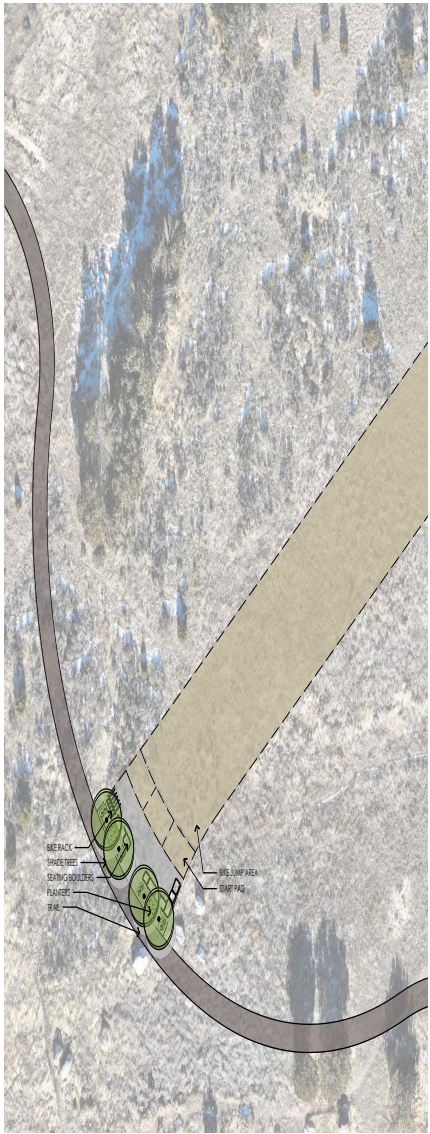
SCALE: 1" = 10'



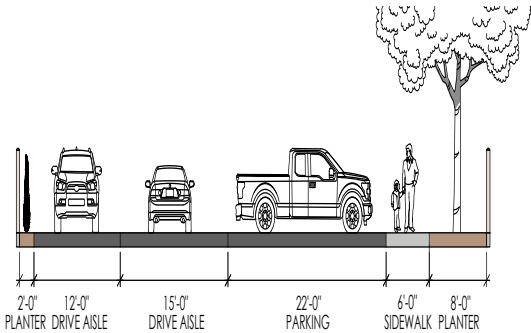
Enlargement A - Parking Layout



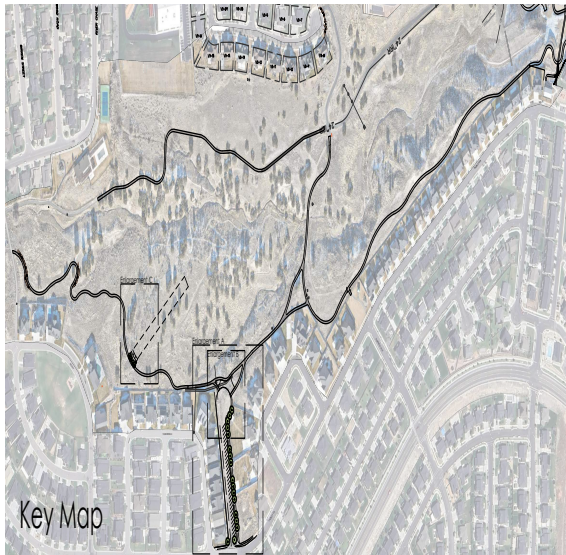
Enlargement B - Trailhead Plaza



Enlargement C - Bike Jump



Parking Section



Key Map



PAVILION



RESTROOM



KIOSK



SITTING BOULDERS

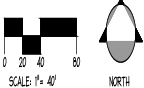


FENCING

Juniper Canyon Trailhead Phase 3 - Parking

Concept Design - February 26, 2025
Herriman, UT 84096

G. BROWN: DESIGN INC
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801.575.6866
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STAFF REPORT

DATE: July 21, 2025

TO: The Honorable Mayor and City Council

FROM: Wendy Thomas

SUBJECT: Discussion and Approval of a Property Use Permit Agreement for Friends of Herriman to Construct Juniper Canyon Bike Jumps in the Juniper Canyon Recreation Area – Wendy Thomas, Assistant City Manager

RECOMMENDATION:

Staff recommend approval of the Agreement.

ISSUE BEFORE COUNCIL:

Does the City Council want to approve a Property Use Permit Agreement for Friends of Herriman to construct the Juniper Canyon Bike Jumps in the Juniper Canyon Recreation Area?

ALIGNMENT WITH STRATEGIC PLAN:

QL1 – Parks and Amenities

QL3 – Sports Tourism Destination

BACKGROUND/SUMMARY:

The Friends of Herriman have received funding from two grants for the Juniper Canyon Bike Jump Park and are seeking the ability to construct the jumps.

ALTERNATIVES:

Alternatives	Challenge	Benefit
Approve the agreement	No known challenge	Moves the project forward
Do not approve the agreement	Delays or eliminates the project	No known benefit

FISCAL IMPACT:

None at this time. The City will maintain the bike jump park facility with the rest of the Canyon after construction. Anticipated ongoing maintenance cost is less than \$10,000 per year for the additional trailhead and bike jumps.

ATTACHMENTS:

Property Use Permit Agreement

PROPERTY USE PERMIT AGREEMENT

THIS PROPERTY USE PERMIT AGREEMENT ("Agreement" or "Permit") is made and entered into as of the 6 day of May, 2025 (the "Effective Date"), by and between Herriman City, a Utah municipality of the State of Utah, hereinafter ("City"), and Friends of Herriman, a Utah non-profit, whose mailing address is 13011 S. Pioneer Street Herriman City, Utah 84096, hereinafter ("Permittee"). City and Permittee may be referred to as a "Party" or collectively as the "Parties."

RECITALS

A. City is the owner of certain real property (the "Property") located within the City's municipal boundaries, a copy of a map which is attached.

B. Permittee desires to construct a Bike Jump Park upon the Property with the services of a professional building contractor for the benefit of the City (the "Project").

C. Permittee has funding adequate to complete the Project, which has been awarded through a grant. City will not be providing any funds for construction of the project on City owned property. When construction of the Bike Jump Park is Complete, Friends of Herriman will have no interest or maintenance responsibilities in the property.

D. Permittee desires to obtain a Permit from the City to enter onto City property for work related to the Project.

E. City is willing to grant a permit for such use.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

AGREEMENT

1. **Permit**. The City hereby grants permission to Permittee to complete the Project as described in Exhibit A, attached hereto and by this reference made a part hereof.

2. **Conditions Precedent**. The execution of the Project is conditioned upon Permittee's agreement that:

2.1. All required permits related to the Project will be obtained from all applicable regulatory agencies. The City will cooperate in obtaining such permits and approvals.

2.2. The Project to commence May, 2025 and to be completed in either Fall 2025 or, if needed, Spring 2026.

2.3. Efforts will be made to avoid blocking any other usage of the Property with construction equipment.

2.4. Any signage at the Facilities will be approved by the City.

2.5. Temporary toilet facilities will be utilized at the premises provided by Permittee.

2.6. City will work with Friends of Herriman through the process of making sure all required engineered plans are approved prior to starting the project as outlined in Exhibit A.

2.7. A representative from the City will be involved in managing the construction project and will be included in all project construction discussions for project oversight and coordination purposes.

2.8. Permittee will ensure all construction equipment is clean of dirt, seeds, and other construction debris prior to being brought on Project; and

2.9. Permittee will use appropriate management practices in compliance with any Federal, State, or City watershed laws or ordinance and promote watershed education to its members.

3. **Project Plan Approval**. Prior to any work commencing on the Project, the Permittee's plans, specifications, and timetable for installation shall be submitted to and must be approved by the City Engineering and Parks Departments. Permittee will make any changes in such plans, specifications, or timetable as and when requested by the representative of the City.

4. **Scope and Nature of Project**. Permittee agrees not to perform any other work other than said Project or make any other improvements on the said Parcel. Permittee agrees to perform all such work pursuant to all applicable Federal Laws or regulation, City ordinances, Salt Lake County ordinance, and State law. Completion and maintenance of the Project on the Property shall be at Permittee's sole expense. Permittee will, at its sole expense, restore the surface of any land disturbed by Permittee's agents', employees', or invitees' within said Premises as to its original condition and if Permittee fails to effect said restoration within a reasonable period of time, to be determined by City, after receipt of written notice from City, the City may restore or have the surface or damage repaired at the entire expense of Permittee.

5. **Term**. This permit shall expire one year from the effective date set forth above unless extended upon through a writing signed by both of the Parties.

6. **Termination/Revocation**. This Permit is subject to revocation by the City for any reason and at any time upon the expiration of ten (10) days prior written notice sent to Permittee at the Permittee's above stated address. Upon receipt of such notice, Permittee shall remove any equipment, materials, or improvements from the said Property, restoring the surface of the Property as near as possible to its condition prior to the date hereof.

7. **Indemnification**. Permittee agrees to indemnify, hold harmless and defend the City, its agents and employees, from and against all claims, mechanics liens, demands, damages, actions, costs and charges, for personal injury or property damage and other liabilities, including attorney's fees, arising out of or by any reason of Permittee's use of the Parcel or any activities conducted thereon by Permittee, its agents, employees, members, invitees or trespassers. Permittee also agrees that this Permit shall be subject to any use of the Property the City may desire, and City

shall not be liable to Permittee for any loss of use or damage to Permittee's Facilities resulting from such use.

8. **Hold Harmless**. To the fullest extent permitted by law, Permittee shall hold harmless, defend at its own expense and indemnify City, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including attorney's fees, arising from all acts or omissions to act of Permittee or its officers, agents, or employees, in rendering services under this Agreement, excluding, however such liability, claims, losses, damages, or expenses arising from City's sole negligence or willful acts.

9. **Governmental Immunity**. City advises that it is a governmental entity in the State of Utah and is bound by the provisions of the Utah Governmental Immunity Act (Title 63G, Chapter 7, Utah Code Annotated, 1953, as amended) and does not waive any procedural or substantive defense or benefit provided or to be provided by the Governmental Immunity Act or comparable legislative enactment, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. Any indemnity and insurance obligations incurred by City under this Agreement are expressly limited to the amounts identified in the Act.

10. **Insurance**. Permittee, at its own expense, shall secure and maintain in force during the term of this Agreement, including any renewal terms, all insurance coverage required by state and local law. Permittee shall also comply with the following minimum insurance coverage.

10.1. **General Liability**: Commercial general liability insurance, on an occurrence form basis, with City named as an additional insured, in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general policy aggregate. The General Liability policy shall protect the City, Permittee, and any subcontractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from Permittee's performance of the Services under this Agreement, whether performed by Permittee itself, any subcontractor, or anyone directly or indirectly employed or engaged by Permittee or a subcontractor. Such insurance shall also provide coverage for premises operations, acts of Permittee, and completed operations. The policy shall be primary and not contributing to any other policy or coverage available to City whether such coverage be primary, contributing or excess.

10.2. **Automobile Liability**: Commercial general liability insurance that provides coverage for owned, hired, and non-owned automobiles, in the minimum amount of \$500,000 per person, \$1,000,000 per accident, \$250,000 per occurrence for property damage, or a single combined limit of \$1,000,000.

10.3. **Workers Compensation**: Workers' compensation with limits as required by the State of Utah, and employer's liability coverage in the amount of \$1,000,000 per loss. Proof of workers' compensation coverage is required unless a waiver of coverage is allowed and acquired pursuant to Utah law. The requirement includes contractors who are doing business as an individual and/or as a sole proprietor as well as corporations and partnerships. In the event any work is subcontracted, Permittee shall require its subcontractor(s) to provide workers' compensation

insurance for all of the subcontractor employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law.

10.4. All policies of insurance required by this Agreement shall be issued by insurance companies licensed to do business in the State of Utah and shall carry a Moody's rating of not less than "A" rating.

10.5. Permittee shall furnish certificates of insurance, acceptable to City, within fourteen (14) calendar days of signing this Agreement.

10.6. All required certificates and policies shall provide that coverage thereunder shall not be cancelled without providing 30 days prior written notice to City.

11. **Notice.** Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof; or (b) within three days after such notice is deposited in the United States Mail, postage prepaid, certified, return receipt requested, and addressed to the parties as set forth as follows:

Permittee: Friends of Herriman
13011 S. Pioneer Street
Herriman City, Utah 84096

Herriman City: Herriman City
5355 West Herriman Main St.
Herriman, Ut 84096
Attention: City Manager

with a copy to: Herriman City
5355 West Herriman Main St.
Herriman, Ut 84096
Attention: City Attorney

12. **Employment Status**

A. **Official Status:** Permittee 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 Permittee. Permittee has no authority, express or implied, to bind the City to any agreement, or liability whatsoever.

B. Employee Benefits: Permittee and Permittee 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 Permittee's relationship with the City; or (b) receive any vacation, health, retirement or other benefits pursuant to this Agreement or Permittee's 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. Permittee at Risk: Permittee hereby represents and warrants to the City that, except as may otherwise be expressly provided herein, all activities and work performed by Permittee under this Agreement shall be at Permittee's own risk and liability.

D. No Agency: Permittee 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. Permittee shall not represent itself/himself as an agent or employee of the City, and may indicate only that Permittee provides the Services on behalf of the City.

13. Assignment. This Permit is not assignable.

14. Contra Proferentem. Any ambiguity in this Permit shall be construed in favor of the City.

15. Entire Agreement. This Permit embodies the entire agreement between the parties and it cannot be changed except through a written instrument signed by both parties.

16. Ethical Representations. Permittee represents that it has not:

16.1. Provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity.

16.2. Retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage or brokerage or contingent fee, other than bona fide employee or bona fide commercial selling agencies for the purpose of securing business.

16.3. Knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance or policies; or

16.4. Knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in the City's conflict of interest ordinance or policies.

17. Applicable Law. The provisions hereof shall be governed by and construed in accordance with the laws of the state of Utah, Third District Court.

18. **Claims and Disputes.** Claims, disputes, and other issues between the parties arising out of or related to this Agreement shall be decided by litigation in the Third Judicial District Court in and for Salt Lake County, Utah. Unless terminated pursuant to provisions hereof or otherwise agreed in writing, Permittee shall continue to perform the Services during any such litigation.

19. **Privacy Requirements.** If Permittee obtains, processes, or has access to personal data as part of Permittee's duties, the Permittee shall comply with personal data privacy requirements found in Utah Code 63A-19-101, *et seq.* "Personal Data" has the same definition as in Utah Code 63A-19-101(13).

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives.

[signatures of following page]

HERRIMAN CITY

Nathan Cherpeski, City Manager

ATTEST

Jackie Nostrom, City Recorder

Matthew Brooks, Assistant City Attorney
Approved as to form and Legality

FRIENDS OF HERRIMAN

Signature: Chris Berbert

Name: Chris Berbert

Title: Chair



STAFF REPORT

DATE: 07/15/2025

TO: The Honorable Mayor and City Council

FROM: Justun Edwards, Director of Public Works

SUBJECT: Fire Station 103 Replacement Contract Approval

RECOMMENDATION:

Staff recommends awarding the construction of Fire Station 103 to KIER Construction and approving a 10% construction contingency for any unforeseen items that may arise.

ISSUE BEFORE COUNCIL:

Should the council award the construction of Fire Station 103 to KIER Construction in the amount of \$6,850,600?

BACKGROUND/SUMMARY:

The new fire station will be located at approximately 12900 S. 5600 W. In June 2025, the City Council approved a design contract with ajc architects to design the station using UFSA's standard small prototype design. The design is complete, the building permit has been approved, and the project was publicly noticed for bid on June 17, 2025. This was a qualification-based bid which occurred in two stages. Stage 1 was an RFP requesting contractor qualification and experience, where the selection committee would select up to four contractors to be shortlisted based on qualifications to participate in Stage 2 and receive the formal Invitation to Bid. The selection committee received and reviewed thirteen RFP responses. Based on their overall weighted scores, the following four contractors were shortlisted and invited to participate in Stage 2.

- KIER Construction
- SIRQ Construction
- Warner & Associates
- Zwick Construction

DISCUSSION:

Formal bids were received from the shortlisted contractors on July 30th, and the costs for construction were weighed and combined with their respective qualification scores from Stage 1. The tables below show the results.

Herriman Fire Station #103 - Bid Results

		KIER Construction		SIRQ Construction		Warner & Associates		Zwick Construction	
		CUMULATIVE		CUMULATIVE		CUMULATIVE		CUMULATIVE	
Evaluation Criteria	Max Score	Score	Weighted score	Score	Weighted score	Score	Weighted score	Score	Weighted score
Request for Proposals:		\$ 6,850,600.00		\$ 7,303,185.00		\$ 7,678,000.00		\$ 7,999,390.00	
Statement of Qualifications									
Team Experience	30.00	24.00	80%	24.25	81%	24.00	80%	27.00	90%
Project Manager Experience	20.00	14.75	74%	13.50	68%	16.50	83%	15.75	79%
Superintendent Experience	20.00	14.25	71%	14.75	74%	16.00	80%	14.00	70%
Management Plan									
Cost Control Plan	20.00	17.25	86%	16.00	80%	15.50	78%	15.00	75%
Schedule and Long Lead Items	20.00	17.25	86%	15.75	79%	15.25	76%	15.25	76%
Invitation to Bid: (Pending)									
Bid Proposal	50.00	50.00	100%	46.70	93%	43.96	88%	41.62	83%
Total	160.00	138	86%	131	82%	131	82%	129	80%

Contractor	Bid Amount
KIER Construction	\$ 6,850,600.00
SIRQ Construction	\$ 7,303,185.00
Warner & Associates	\$ 7,678,000.00
Zwick Construction	\$ 7,999,390.00

KIER Construction submitted the lowest cost and received the highest overall cumulative score. Therefore, the selection committee recommends that the construction of Fire Station 103 be awarded to KIER Construction in the amount of \$6,850,600.

STRATEGIC PLAN:

- ES2 Quality Public Safety
- ES5 Current and future facility needs
 - ES5.2.2- Fire Station 103 replacement

ALTERNATIVES:

- **(Recommended)** Award the construction of Fire Station 103 to KIER Construction and approving a 10% construction contingency for any unforeseen items that may arise.
- Award the construction contract to one of the other shortlisted contractors.
- Decline all proposals

FISCAL IMPACT:

Overall costs are shown on the attached analysis form. Staff will be returning with a budget amendment at the next meeting to account for the full cost.

**Attachment
Budget Analysis form**

Herriman City Capital Project Budget Analysis Form



Date: August 5, 2025
Project Name: Fire Station 103

		Current Expenditure	Future Projected Expenditure	Total Expenditure
Design Phase				
Design Architect:	ajc Architects	\$ 280,711.00	\$ 39,441.00	\$ 320,152.00
Construction Phase				
Contractor:	KIER Construction	\$ -	\$ 6,850,600.00	\$ 6,850,600.00
Owners Contingency (10%)		\$ -	\$ 685,060.00	\$ 685,060.00
Miscellaneous Costs				
Building Permit (Estimated)		\$ -	\$ 155,000.00	\$ 155,000.00
Sewer District Impact Fee		\$ 9,005.00	\$ -	\$ 9,005.00
Rocky Mountain Power		\$ 23,877.00	\$ -	\$ 23,877.00
Special Inspection	CMT Engineering	\$ -	\$ 40,238.00	\$ 40,238.00
Intersection Traffic Control (Estimated)		\$ -	\$ 175,000.00	\$ 175,000.00
TOTAL		\$ 313,593.00	\$ 7,945,339.00	\$ 8,258,932.00
Budgeted Funds				
FY2025	Fire Impact Fee			\$ 485,000.00
FY2026	Fire Impact Fee			\$ 267,720.00
FY2026	Fire Service Area			\$ 5,492,280.00
Total =				\$ 6,245,000.00



STAFF REPORT

DATE: July 31, 2025

TO: The Honorable Mayor and Members of the City Council

FROM: Michael Maloy, City Planner

SUBJECT: Review and consider a recommendation to amend Chapter 10-34 of the Herriman City Code to reduce the minimum rear and side yard setback requirement of accessory structures when adjacent to public open space to three (3) feet and expand enforcement remedies in Chapter 10-7 of the Herriman City Code to include building height deviations no greater than 10% when substantial construction has been undertaken in good faith, subject to City approval. (City File Z2025-040)

RECOMMENDATION:

Planning Commission voted 5-0 on May 21, 2025, to recommend approval of an amendment to reduce the minimum rear and side yard setback requirement of accessory structures when adjacent to public open space to three (3) feet and expand enforcement remedies in Chapter 10-7 of the Herriman City Code to include building height deviations no greater than 10% when substantial construction has been undertaken in good faith, subject to City approval.

ISSUE BEFORE COUNCIL:

Should the City modify its accessory structure regulations to reduce rear and side yard setbacks for accessory structures adjacent to open space, and include height deviations as a potential enforcement remedy, which is also a recommended “best practice” in zoning administration?

BACKGROUND & SUMMARY:

The applicant is in the process of constructing a residential accessory structure in the rear yard. During construction, the City received a complaint that the structure, for which a building permit had been issued, was deemed “too tall” and “too close” to the rear and side property lines. Upon inspection, the City confirmed the structure was too close to the rear and side property lines as well as too tall for the location. The site plan, approved as part of the building permit process, showed the required 7'-0" setback. Further, the building permit was approved with a 20' height. The structure was built with a 3'-0" rear yard setback and a 5'-0" side yard setback. In response, the applicant acknowledged the error and began working with the City to resolve the violation.

The applicant, who is generally familiar with building, fire, and zoning codes, believed the rear and side yard setbacks could be reduced upon implementing “fire-rated” construction standards. Although enhanced fire suppression in residential construction is a common technique for reducing setback requirements in the Building Code, *it does not reduce the minimum zoning setback*

requirement unless specified in City Code, which it does not. The owner did not seek permission to amend the setbacks prior to construction.

Due to the size and type of the building being constructed, the applicant concluded that removing and relocating the accessory structure, which includes a footing and foundation system with embedded steel corner posts, is too costly. As such, the applicant submitted the attached text amendment for consideration. If approved, the applicant's structure, which is 20'-6" tall, and has a 3'-0" rear yard setback and a 5'-0" side yard setback, would comply with the amended City Code.

The City published a public hearing notice on May 2, 2025, and mailed notices to all affected and registered entities with the City per State and City regulations. No public hearing comments were received before or during the public hearing.

DISCUSSION:

City Code 10-5-8. E. states, "A decision to amend the text of this title or the zoning map is a matter within the legislative discretion of the City Council as described in subsection 10-5-6A of this chapter. In making an amendment, the following factors should be considered:"

1. Whether the proposed amendment is consistent with the goals, objectives, and policies of the General Plan;
2. Whether the proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property;
3. The extent to which the proposed amendment may adversely affect adjacent property; and
4. The adequacy of facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection.

The text amendment would correct this situation but may lead to unintended consequences in other situations. The Council had significant discussion about accessory structures when the current code was adopted in 2022. Additionally, not all public open space is used the same. Some spaces are passive while others are active. Placing a building close to a passive open space could be quite different than next to a trail or park. These are all items to be considered.

STRATEGIC PLAN:

Within the City Council's Strategic Plan, staff identified the following priority and goal that could apply:

QL 4 – Neighborhood quality. Address code enforcement and public safety concerns with property owners to preserve the quality of neighborhoods and commercial areas.

FISCAL IMPACT:

None; the proposed text amendments do not obligate or negatively impact the adopted or future Herriman City Budget.

ALTERNATIVES:

The City Council may consider the following alternatives:

- ✓ Approve the amendment as recommended by the Commission.
- Approve the amendment with modifications by the Council.
- Continue the amendment for further consideration; the Council may request additional information or specify modifications of the proposal, if needed.
- Deny the amendment based on findings by the Council.

ATTACHMENTS:

- A. Draft City Code Amendment

HERRIMAN, UTAH
ORDINANCE NO. 2025 -

**AMENDING TITLE 10 OF HERRIMAN CITY CODE TO REDUCE SETBACKS OF
ACCESSORY STRUCTURES ADJACENT TO OPEN SPACE AND EXPAND
ENFORCEMENT REMEDIES TO INCLUDE BUILDING HEIGHT DEVIATIONS**

WHEREAS, the City of Herriman, pursuant to Utah State Code, may adopt an ordinance to establish land development regulations (“Zoning”), which includes the adoption or amendment of Zoning text or map; and

WHEREAS, pursuant to Utah State Code, the Planning Commission (the “Commission”) shall prepare and recommend any Zoning text amendments to the City Council (the “Council”); and

WHEREAS, pursuant to the City of Herriman Land Development Code, the Commission shall hold a public hearing and provide reasonable notice at least ten (10) days prior to the said public hearing to recommend any Zoning text amendments to the Council; and

WHEREAS, a notice of a Planning Commission public hearing on a Zoning text amendment was posted in three (3) public locations and mailed to affected entities on May 2, 2025, for a meeting to be held on May 21, 2025, at 7:00 p.m.; and

WHEREAS, the Commission voted 5-0 to recommend approval of the Zoning text amendment in a public meeting held on May 21, 2025, at 7:00 p.m. in the City Council Chamber; and

WHEREAS, pursuant to Herriman City Code, it is the responsibility of the Council to consider the Zoning text amendment and the Commission’s recommendation in a public meeting; and

WHEREAS, a City Council public meeting was held on August 13, 2025, at 7:00 p.m. to discuss the Zoning text amendment; and

WHEREAS, the Council finds that it is in the best interest of the citizens of Herriman City to adopt the Zoning text amendment, which was recommended by the Planning Commission and documented in City File number Z2025-040;

NOW, THEREFORE, be it ordained by the Herriman City Council for approval to amend the Herriman City Land Development Code, Title 10, as described in Exhibit “A”.

This Ordinance assigned Ordinance No. 2025-_____, shall take immediate effect as soon as it shall be published or posted as required by law and deposited and recorded in the office of the City Recorder.

PASSED AND APPROVED this 13th day of August 2025.

HERRIMAN CITY

ATTEST:

Mayor Lorin Palmer

Jackie Nostrom, City Recorder

Exhibit “A”

The following text comprises excerpts from various sections of the Herriman City Code, providing context for the Ordinance. Only the text marked by an underline or strike-through shall be amended by the codifier.

Herriman City Code Title 10 Land Development Code

10-7 Enforcement

10-7-7: Remedies

- H. Height and Setback Deviation: When an unintended error has been made in building height or determining the location of a required setback and substantial construction subsequently has been undertaken in good faith, the Community Development Director may approve a deviation from the required building height or setback so long as the deviation is no greater than ten percent of the required building height or setback and the Director finds:
1. Strict application of the building height or setback requirement would be an undue hardship;
 2. The modification will not create a substantial detriment to adjacent property; and
 3. Will not pose a danger to public health or safety.

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 accommodating land uses such as personal hobby, outdoor, and recreational pursuits.

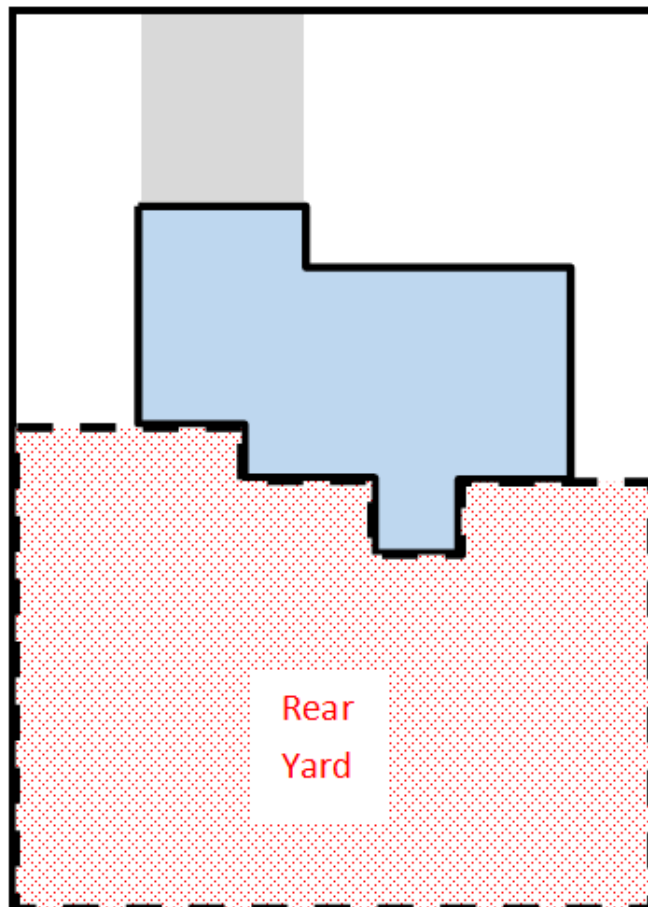
10-34-2: General Requirements

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:

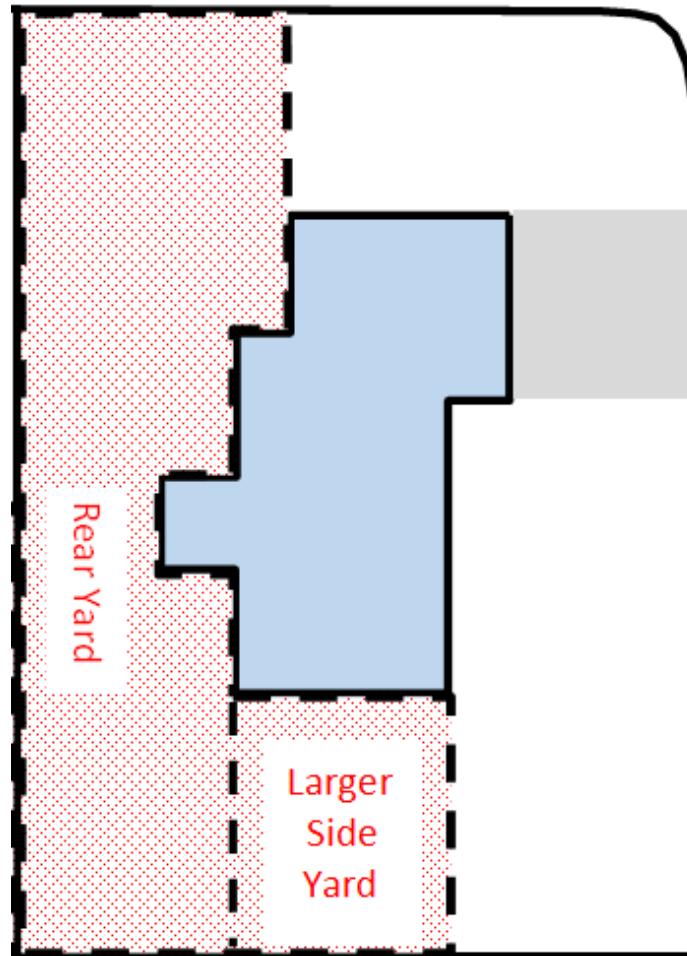
- A. All accessory buildings or structures are permitted in all ~~zones~~ zoning districts, provided they are:
 1. Incidental and subordinate to the principal use and/or structure on the property, and
 2. Compliant with the provisions of this chapter chapter and ~~the zone~~ all other zoning standards the zone wherein they are located.
- A. An accessory building or structure shall be under the same ownership or control as the principal structure ~~and/or~~ use on the property.
- B. 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.

- C. 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,
- D. Accessory building and structures shall not be used for a home occupation except as provided in Section 10-22-6 of this Title.
- E. All accessory buildings and structures shall comply with any and all applicable standards and requirements of the International Building and Fire Codes.
- F. 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.
- G. Open roofed structures (pergola, trellis, arbors etc.), when lacking a solid roof and open on all sides, shall still be setback a minimum of three (3) 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 ~~fifty (50%)~~ 50 percent transparent is not considered solid, nor are walls constructed to support plant material.
- H. 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:
 - 1) 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.



10-34-3: Location of Accessory Buildings and Structures

- A. For setback purposes, measurements shall be taken from the foundation of the accessory structure to the property line or the foundation of the main dwelling or other building. Roof eaves and roof overhangs of one (1) 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.

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 facades facing the street shall either match the main finish materials of the principle structure including colors, and roof lines, 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 above, 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.

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%)~~ 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
	<=200 SF	201 - 400 SF	401 SF +
SETBACKS:			
Distance From Primary Structure	0'	5'	
In Rear Yard - From Side and Rear Property Line (Interior, NOT adjacent to street)	1' Min	3' Min if height is <= 16'. See “Height” table below for buildings taller than 16'.	
Side Yard Adjacent to Street	1' Min if height <= 8' If height > 8' match primary building setback	Match required primary building setback	
From Any Building > 200 SF on Adjacent Lot	2' if height < 8'; 4' if height > 8'	6'	
From Accessory Building on Same Lot	0'	6'	
Front Yard	5' Behind Front Yard Setback for Primary Structure, and 5' Behind Front of Primary Structure		
Inside In Side 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'		
10,001 - 21,780 SF Lot	16'	25 feet or Height of Primary Structure, Whichever is Less. For every foot above 16 feet, <u>1</u> additional foot in interior side and rear yard setback <u>is</u> required <u>except when property is adjacent to public open space.</u>	25 feet or Height of Primary Structure, Whichever is Less. For every foot above 16 feet, <u>1</u> additional foot in interior side and rear yard setback <u>is</u> required <u>except when property is adjacent to public open space.</u>
21,781 + SF Lot	16'		30 feet; For every foot above 20 foot <u>1</u> additional foot in interior side and rear yard setback <u>is</u> required <u>except when property is adjacent to public open space.</u>
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		

10-34-6: Special Exceptions

- A. In order to allow flexibility for specific unique circumstances addressed in Section B below, 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 (10-34) shall only be allowed under the following circumstances:
 - a. The applicant's lot has unique characteristics which may include:
 - 1) Irregular lot shape (see definitions)
 - 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 (2) 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 twenty-five (25) feet.
 - b. For corner lots $\geq 10,000$ square feet:
 - 1) If the existing rear yard setback is more than twenty (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 (10) 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 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.



DATE: July 31, 2025

TO: The Honorable Mayor and Members of the City Council

FROM: Michael Maloy, City Planner

SUBJECT: Review and consider an ordinance to amend Title 10 Land Development Code to expand telecommunication services by modifying the location criteria and related standards for the construction and operation of wireless communication facilities, including monopoles, on non-residential property. (City File No: Z2024-125)

RECOMMENDATION:

Following a public hearing on July 16, 2025, the Planning Commission voted 4-3 to recommend approval of amendments in Title 10 Land Development Code to expand wireless telecommunication services by modifying the location criteria and related standards for construction of telecommunication monopoles, in Herriman, with the following modifications:

1. All monopoles shall be a conditional use where allowed in Zoning Districts identified in Table 10-16 of City Code;
2. Remove proposed section 10-35-6.C.3, which would require a minimum separation distance of 500 feet from schools, playgrounds, and parks, thereby making it more difficult to locate a wireless telecommunication facility on public or quasi-public property, which has been the City's preferred location.
3. Minimum distance between a monopole and a residential property line shall be equal to or greater than the height of the monopole; and
4. Maximum height of a monopole shall be 80 feet.

ISSUE BEFORE COUNCIL:

Should the City significantly expand its wireless communication regulations to include additional facility-specific standards, and permit monopoles and stealth installations on non-residential property, in addition to public and quasi-public property, as currently allowed?

BACKGROUND & SUMMARY:

The City received a request to amend the Land Development Code regarding the permitting and placement of wireless telecommunication facilities within the City. In response to the proposed amendment, City Attorney Todd Sheeran engaged Gerard (Gerry) Lederer of BBK Attorneys at Law as special counsel on federal communications law. The objective of the proposal is to expand the potential locations for wireless telecommunication facilities, which include "monopoles" for cellular communications, within the City. Currently, monopoles are restricted to public and quasi-

public properties in Herriman. Due to Herriman's suburban development pattern, most properties are privately owned and used for residential or commercial purposes, and relatively few properties qualify as public or quasi-public. This pattern of land use development has notably hindered the development of adequate wireless telecommunication facilities within the City.

Compounding the impact of site limitations for new monopoles has been the rapid residential population growth of the City and strong demand for fast, reliable, and accessible telecommunication services, especially data streaming services, such as those used for internet streaming, which require the continuous flow of data from various sources.

Given these conditions, many residents and businesses in Herriman experience poor or unacceptable levels of wireless telecommunications services. As such, in response to the unmet demand for services, the applicant, in consultation with the City, has prepared the attached draft legislative amendment for consideration by the Planning Commission and City Council (see Attachment A).

Upon reviewing the applicant's proposal, staff identified and recommended several technical modifications, which the applicant generally accepted. *However, one of the recommendations was to classify a stealth installation as a "Permitted Use," and a monopole as a "Conditional Use," which is contrary to the applicant's request to allow all wireless cellular installations to be processed administratively as a "Permitted Use" when located on non-residential property and compliant with all applicable standards.*

For reference, the following excerpt from the current Herriman City Land Use Table lists various types of public and private utilities and the zoning districts where each facility is allowed as a permitted, conditional, or prohibited land use:

Uses ¹	Zones																				
	A-1- C ⁴¹	A-1- C ⁴¹	A-1- C ⁴¹	R-1- C ⁴¹	R-1- C ⁴¹	R-1- C ⁴¹	R-1- C ⁴¹	R-2- C ⁴¹	R-2- C ⁴¹	R-M	FR2	R C	O P	C-1	C-2	M-1	T-M	M-2	M U	M U- C	ASM
Public and Civic																					
Utility, major	C	C	C	C	C	C	C	C	C	C	C			C	C	C	C	C		C	
Utility substation	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	
Commercial																					
Wireless telecommunica- tion facility ⁴¹	C	C	C	C	C	C	C	C	C	C	C		C	C	C	P	C	P	C ⁴²	P	

Notes:

¹ Accessory uses are allowed in all zones, but only if incidental to a permitted or conditional use.

⁴¹ Must be located on public or quasi-public owned property or utility site, and not in public parks unless an exception is granted by the planning commission, subject to HCC 10-29-8.

⁴² Maximum height of 50 feet and designed as a stealth facility.

For reference, staff has also excerpted various sections from Title 10 of Herriman City Code that regulate land development of private utilities and wireless telecommunication facilities within the City (see Attachment B).

PUBLIC NOTICE:

As per State and City regulations, a public hearing notice for this item was posted online and in three public places on June 20, 2025. Public hearing notices were also mailed to all interested or “affected entities” registered with the City on June 20, 2025.

During the July 2, 2025, public hearing, the applicant presented a PowerPoint presentation that contained extensive information on the proposed text amendment and construction of a new monopole with up to four potential collocations for wireless service providers within the City (see Attachment C).

Following the public hearing and discussion, the Planning Commission voted 6-0 to close the hearing after receiving no written or “in-person” public comments. Based on the information and materials presented by the applicant, the Commission voted to continue the proposal for further review at a future meeting. In response to the Planning Commission’s action, the applicant emailed the City with additional information for consideration, which staff forwarded to the Commission for review.

The Planning Commission reconsidered the proposal on July 16, 2025. Following additional review, discussion, and consideration of the applicant’s proposed modifications, the Commission approved a motion to recommend approval with staff recommendations and the additional modifications listed on page one of this report.

REVIEW STANDARDS:

Regarding the City’s decision on this legislative matter, Herriman City Code states the following:

City Code 10-5-8 Amendments

E. *Approval Standards.* A decision to amend the text of this title or the zoning map is a matter within the legislative discretion of the City Council as described in subsection 10-5-6A of this chapter. In making an amendment, the following factors should be considered:

1. Whether the proposed amendment is consistent with the goals, objectives, and policies of the General Plan;

Finding: Although *Herriman NEXT*, the adopted “general plan” for Herriman, does not directly identify “goals, objectives, and policies” for wireless communication facilities, it does emphasize the need for “infrastructure and services” within the following “Key Initiative” entitled “Growing Wisely”:

Growing Wisely will ensure the heart of Herriman – the Towne Center – will continue to evolve and become the community’s housing, employment, social, and civic center. By directing the majority of *growth into areas of existing and planned infrastructure and services* the City can preserve open spaces of natural and scenic

value while also providing housing diversity, enhanced economic development, social/cultural amenities, and civic services.

Growing Wisely reflects a commitment to responsible growth by monitoring residential development, *planning and building the right infrastructure and services*, and bringing in economic and employment opportunities. By evaluating and understanding the fiscal impacts – the costs and the benefits – of each development proposal and/or modifications to existing agreements, Herriman can help establish a better consistency with the community vision (pg 36, Vision 8, italics added).

2. Whether the proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property;

Finding: Whereas the proposal (1) expands potential development of wireless facilities within non-residential zoning districts while increasing regulatory standards, and (2) Herriman does not allow residential land uses within commercial districts, and (3) access to wireless communication facilities is desirable, if not essential, to residents and businesses in Herriman, staff finds the intent (or the outcome) of the proposed amendment—with staff recommendations—is generally “harmonious with the overall character of existing development” within the City.

3. The extent to which the proposed amendment may adversely affect adjacent property;

Finding: Whereas the proposed amendment (with the recommended modifications) prioritizes “Stealth Facilities” as a “Permitted Use,” and requires compliance with “Conditional Use” standards for all other wireless facilities, staff finds the proposal—which will require compliance with all other applicable City Codes and Development Standards—contains permissible measures that mitigate reasonably anticipated detrimental impacts to protect private property.

4. The adequacy of facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection.

Finding: Based on experience, the impacts on existing public facilities and services caused by the installation and maintenance of wireless communication facilities are relatively minimal on public property or interests. Furthermore, the proposed amendment includes additional development and operational requirements for owners and operators of wireless facilities, compared to existing City standards.

Based on research conducted by the City Attorney and the City’s special legal counsel, staff finds the proposal is compliant with the applicable factors outlined in subsection 10-5-6A of City Code.

STRATEGIC PLAN:

Upon review of the Herriman City Council’s *Strategic Plan*, staff identified the following Essential Service (ES) priority that is relevant to the proposal:

ES 9 – Broadband Services

Broadband connectivity is a key part of societal infrastructure. The City recognizes the need and opportunity to adapt to developing technologies. Considering resource constraints and the need for municipal services, invest in technology that leverages employee resources to the greatest extent possible.

Finding: Whereas the purpose of the proposal is to improve “broadband connectivity,” which term generally refers to high-speed internet access, regardless of the underlying technology used to transmit data, staff finds the proposal is “aligned” with the *Strategic Plan*.

FISCAL IMPACT:

None; the applicant’s proposal does not impact or obligate the Herriman City Budget.

ALTERNATIVES:

The City Council may consider the following alternatives:

Alternatives	Recommendation	Pros	Cons
Approve proposal		Proposal seeks to expand the accessibility and quality of wireless communication services within the City	Codifying incomplete or errant text may cause confusion and unintended conflicts
Approve proposal with additional modifications	Yes	Proposal with modifications (as identified by staff and Commission) will improve the accuracy, clarity, and efficacy of the ordinance while protecting the public interest	Modifications may have unintended consequences if not sufficiently reviewed by the City Attorney (if approved)
Continue the proposal for further research and consideration		Provides additional time to research the proposal and consider options that may improve the amendment	Continuance will require additional staff time and delay the final decision and implementation of the proposal (if approved)
Deny the proposal		Denial may impede the development of wireless telecommunications services in Herriman and prevent the construction of a monopole on privately owned commercial property	Denial may hinder expansion of wireless communication within neighborhoods that have non-existent or unacceptable access to services

ATTACHMENTS:

- A. Draft Ordinance
- B. Code Excerpts
- C. Applicant Presentation

HERRIMAN, UTAH
ORDINANCE NO. 2025 -

**AMENDING TITLE 10 OF HERRIMAN CITY CODE TO EXPAND THE
REGULATORY STANDARDS AND LOCATION CRITERIA OF WIRELESS
TELECOMMUNICATION FACILITIES ON NON-RESIDENTIAL PROPERTIES**

WHEREAS, the City of Herriman, pursuant to Utah State Code, may adopt an ordinance to establish land development regulations (“Zoning”), which includes the adoption or amendment of Zoning text regulations and Zoning map districts; and

WHEREAS, pursuant to Utah State Code, the Planning Commission (the “Commission”) shall prepare and recommend any Zoning text amendments to the City Council (the “Council”); and

WHEREAS, pursuant to the City of Herriman Land Development Code, the Commission shall hold a public hearing and provide reasonable notice at least ten (10) days prior to the said public hearing to recommend any Zoning text amendments to the Council; and

WHEREAS, a Planning Commission public hearing notice of a Zoning text amendment was posted in three (3) public locations and mailed to affected entities on June 20, 2025, for a public meeting to be held on July 2, 2025, at 7:00 p.m.; and

WHEREAS, the Commission held a public hearing on the Zoning text amendment on July 2, 2025, at 7:00 p.m. in the City Council Chamber, and voted 6-0 to close the hearing and continue the Zoning text amendment to a future meeting for further review and consideration; and

WHEREAS, the Commission reconsidered the Zoning text amendment in a public meeting held on July 16, 2025, at 7:00 p.m. in the City Council Chamber, and voted 4-3 to recommend approval of the Zoning text amendment; and

WHEREAS, pursuant to Herriman City Code, it is the responsibility of the Council to consider the Zoning text amendment and the Commission’s recommendation in a public meeting; and

WHEREAS, a City Council public meeting was held on August 13, 2025, at 7:00 p.m. in the City Council Chamber to discuss the Zoning text amendment; and

WHEREAS, the Council finds that it is in the best interest of the citizens of Herriman City to adopt the Zoning text amendment, which was recommended by the Planning Commission and documented in City File number Z2024-124;

NOW, THEREFORE, be it ordained by the Herriman City Council, approval to amend the Herriman City Land Development Code, Title 10, as described in Exhibit “A”.

This Ordinance assigned Ordinance No. 2025 - _____, shall take immediate effect as soon as it shall be published or posted as required by law and deposited and recorded in the office of the City Recorder.

PASSED AND APPROVED this 13th day of August 2025.

HERRIMAN CITY

ATTEST:

Mayor Lorin Palmer

Jackie Nostrom, City Recorder

Exhibit “A”

The following text comprises excerpts from various sections of the Herriman City Code, providing context for the Ordinance. Only the text marked by an underline or strike-through shall be amended by the codifier.

Herriman City Code

Title 10 Land Development Code

CHAPTER 10-35 WIRELESS COMMUNICATION FACILITIES OTHER THAN PUBLIC RIGHT-OF-WAY AND PUBLIC PROPERTY

- 10-35-1 Recitals
- 10-35-2 Purpose
- 10-35-3 Exclusions.
- 10-35-4 Definitions
- 10-35-5 General Standards for All Facilities
- 10-35-6 Location Standards for All Facilities
- 10-35-7 Engineering and Design Standards
- 10-35-8 Waivers of These Standards.
- 10-35-9 Standard Conditions of Approval for Permits
- 10-35-10 Eligible Facility Requests
- 10-35-11 Small Cell Facilities
- 10-35-12 Basic Application Requirements for Permits
- 10-35-13 Processing of Applications

10-35-1 Recitals

- A. It is the preference of the city to locate small wireless communications facilities within the public rights-of-way or wireless communications facilities that do not meet the definition of a small wireless facility on public or quasi-public property. The siting of wireless facilities outside of the rights of way and not on public or quasi-public property shall only be permitted if denial of such a permit would violate law, as demonstrated in the application of a Permittee. Should such a finding be made, any such permit to locate a wireless facility outside of the rights-of-way and not on public property shall be subject to this chapter of Herriman City Code (HCC).
- B. This chapter shall govern the permitting, installation, and regulation of wireless communications facilities in the City, other than those in the public right-of-way or on public or quasi-public property, which are subject to HCC.
- C. All applicants shall design, engineer, and locate wireless communications facilities in accordance with the wireless regulations set forth separately through ordinances adopted by the City Council and standards established by the City Engineer.
- D. Being authorized to do so by Federal and Utah law, the City wishes to establish engineering, design, and development standards applicable to wireless installations for deployments outside of the public right of way and/or located on City property;
- E. The City also wishes to set standard conditions of approval and basic application requirements applicable to wireless permits.

10-35-2 Purpose

The purpose of this chapter is to establish design and location standards for wireless communications facilities on land other than on a public right-of-way or public or quasi-public property; set standard conditions of approval for wireless permits, and set basic application requirements for wireless permits.

10-35-3 Exclusions

The following facilities are exempt from the requirements of this article but may be governed by other laws and other portions of this ordinance.

A. *Consumer-End Antennas.* Consumer-end antennas shall be exempt from the provisions of this article if they meet the following requirements, as applicable:

1. A satellite dish less than one meter (39.37 inches) in diameter and that, if mounted on a mast, is mounted no higher than needed to receive or transmit an acceptable quality signal and in no event higher than twelve (12) feet above roofline.
2. An antenna designed to receive over-the-air broadcast signals, no higher than needed to receive or transmit an acceptable quality signal, and in no event higher than twelve (12) feet above roofline.
3. A broadband radio service antenna one meter or less in diameter or diagonal measurement and that, if mounted on a mast, is mounted no higher than needed to receive or transmit an acceptable quality signal and in no event higher than twelve (12) feet above roofline.

B. *Amateur Radio Antennas:*

1. That are completely enclosed within a permitted building; or
2. That consists of a single wire not exceeding one-fourth inch in diameter. Such wire antennas may be located in setback areas provided the antenna does not extend above the maximum building height in the district; or
3. That consists of a single ground-mounted vertical pole or whip antenna not exceeding fifty (50) feet in height in residential zone classifications or one hundred and five (105) feet in height in non-residential zone classifications, measured from the finished grade at the base of the antenna, and not located in any required setback area. Support structures or masts for pole or whip antennas shall conform to standards set out in the Utah Building Standards Code.
4. Nothing in this section shall be read to waive the requirement of a building permit for the support structure or mast.

C. *Like-Kind Equipment Replacements.*

1. Like-kind equipment replacements or adding or changing equipment in an existing cabinet, vault, or shroud that does not increase pre-existing visual or noise impacts and has radio frequency (RF) emissions that are in compliance with Federal Communications Commission ("FCC") regulations. The existing equipment must have been approved by the City, and the equipment must be in compliance with all permit conditions. Qualifying like-kind equipment replacements that do not require County approval consist of upgrades or exchanges of equipment that are substantially similar in appearance and the same or less in size, dimensions, weight, and RF emissions to the then-existing and approved equipment. This exemption does not apply to generators.

D. Certain Temporary Facilities. The following temporary wireless facilities may be placed for less than fourteen (14) consecutive days, provided any necessary building permit or other approval is obtained and the landowner's written consent is provided to the City:

1. Facilities installed and operated for large-scale events; and
2. Facilities needed for coverage during the temporary relocation of an existing and already-approved facility.

E. Legally Existing Wireless Facilities

1. Subject to Applicable Laws, any wireless facility already legally constructed and in operation as of the date of this ordinance's effective date shall remain subject to the provisions of the version of the ordinance in effect prior to this revision, unless and until a revised permit, substantial conformance, or other modification is approved on such facility, at which time the provisions of the revised ordinance shall apply in full force going forward as to such facility.

10-35-4 Definitions

For the purposes of this chapter, definitions set forth in HCC Chapter 10-3 are incorporated by reference into this section and shall apply in addition to the following definitions:

- A. Antenna. A device used for the purpose of transmitting or receiving wireless communication signals or both, along with associated equipment and consistent with the provisions of Title 47 Telecommunication of the Code of Federal Regulations (47 C.F.R.) section 1.6002(b) – (d).
- B. Applicable Law. Applicable law has the same meaning as Law as defined in HCC Chapter 1-3.
- C. Base Station. A structure or equipment at a fixed location that enables FCC-licensed or authorized wireless communications between user equipment and a communications network as defined in 47 C.F.R. section 1.6100(b)(1), or any successor provision.
- D. Collocation. The mounting or installation of transmission equipment on a legally existing base station or tower as defined: (a) for the purposes of any eligible facilities request, the same as defined by the FCC in 47 C.F.R. section 1.6100(b)(2), as may be amended, which defines that term as '[t]he mounting or installation of transmission equipment on an eligible support structure for the purpose of transmitting and/or receiving radio frequency signals for communications purposes.' As an illustration and not a limitation, the FCC's definition means to add transmission equipment to an existing facility and does not necessarily refer to two or more different facility operators in the same location; and (b) for all other purposes, the same as defined in 47 C.F.R. section 1.6002(g)(1) and (2), as may be amended, which defines the term collocation as (1) mounting or installing an antenna facility on a pre-existing structure, and/or (2) modifying a structure for the purpose of mounting or installing an antenna facility on that structure.
- E. Concealed Wireless Facilities. Facilities blended into the environment by being placed entirely within an existing or new structure, so as not to be recognized as a wireless facility. Concealed Wireless Facilities include, but are not limited to, architecturally screened roof-mounted facilities, façade-mounted design feature facilities, clock tower facilities, and entry statement signage facilities. These may consist of concealed wireless facilities on a new structure or concealed wireless facilities on an existing structure, and the distinction may affect how the associated permit is processed.

- F. *Disguised Wireless Facilities.* Facilities designed and sited so as to be minimally visually intrusive, which incorporate concealment elements that screen or otherwise alter the appearance of the wireless facility to integrate it into the surrounding environment and support structure or base station. Disguised wireless facilities include, but are not limited to; faux trees including but not limited to monopalms and monopines; facilities integrated into flagpoles; facilities integrated onto water towers or other architecturally designed structures; facilities integrated onto private street lights, ~~facilities integrated into~~ electric utility poles, and strand mounted antennas, ~~and facilities~~ when located on private property and painted to blend with their surroundings.
- G. *Eligible Facilities Request.* Any request for modification of a legally existing tower or base station that does not substantially change the physical dimensions of such tower or base station as defined in 47 C.F.R. section 1.6100(b)(3), or any successor provision.
- H. *Equipment Enclosure.* Any freestanding or mounted structure, shelter, cabinet, or vault used to house and protect Supporting Equipment.
- I. *FAA.* The Federal Aviation Administration or its lawful successor.
- J. *FCC.* The Federal Communications Commission or its lawful successor.
- K. *Non-Residential Zone Classifications.* Any of the following zones are classified as non-residential for the purposes of this Chapter: C-1 Commercial Zone, C-2 Commercial Zone, OP Office Professional Zone, T-M Technology Manufacturing Zone, M-1 Manufacturing Zone, and M-2 Manufacturing Zone.
- L. *Other Wireless Facilities.* New wireless facilities or modifications to existing wireless facilities that are not otherwise exempt from this article and that do not qualify as small cell facilities, collocations, eligible facilities requests, disguised facilities, or concealed facilities.
- M. *Personal Wireless Services.* Services as defined in 47 United States Code (U.S.C.) section 332(c)(7)(C)(i) or any successor provision, current examples of which include but are not limited to commercial mobile services, unlicensed wireless services, and common carrier wireless exchange access services.
- N. *Wireless Services Facility.* A wireless facility used for the provision of personal wireless services.
- O. *Planning Director.* The Planning Director of the City of Herriman or his or her designee.
- P. *Residential Zone Classifications.* Any of the following zones:
- Q. *School.* School means any building, campus, or sports field which is designed, constructed, or used for education, instruction, or school sports, whether public or private, in any branch of knowledge.
- R. *Small Cell Facility or Small Wireless Facility.* The term as defined in 47 C.F.R. section 1.6002(l), or any successor provision.
- S. *Stealth Facility.* Stealth facility (or “stealth facilities”) means a wireless communications facility designed to look like something other than a wireless tower or base station.
- T. *Support Structure.* A pole, tower, base station, or other building, whether or not it has an existing antenna facility, that is used or to be used for the provision of personal wireless service, whether on its own or comingled with other types of services, as defined in 47 C.F.R. 1.6002(m) or any successor provision.

- U. Supporting Equipment. The equipment necessary for processing wireless communication signals and any ancillary equipment, including, but not limited to, air conditioners, emergency generators, and other back-up power suppliers.
- V. Temporary Wireless Facility. A wireless facility intended or used to provide wireless services on a temporary or emergency basis, such as a large-scale special event in which more users than usual gather in a single location, or following a duly proclaimed local or State emergency requiring additional service capabilities. Temporary facilities include without limitation, cells on wheels (also referred to as COWs), sites on wheels (also referred to as SOWs), cells on light trucks (also referred to as COLTs), or other similar wireless facilities: (1) that will be in place for no more than six months, or such other longer time as the City may allow in light of the event or emergency; (2) for which required notice is provided to the FAA; (3) that do not require marking or lighting under FAA regulations; (4) that will not exceed the height limit in the applicable zone; and (5) that will either involve no excavation or involve excavation only as required to safely anchor the facility, where the depth of previous disturbance exceeds the proposed construction depth (excluding footings and other anchoring mechanisms) by at least two (2) feet.
- W. Tower. Any structure built for the sole or primary purpose of supporting any FCC-licensed or authorized antennas and their associated facilities, including structures that are constructed for personal wireless services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul, and the associated site. This definition does not include Utility Poles.
- X. Utility Pole. A structure designed to support electric, telephone, and similar utility lines. A Tower is not a utility pole.
- Y. Wireless Facility, Wireless Communication Facility or Facility. Transmitters, antenna structures, and other types of installations used for the provision of wireless services at a fixed location, including, without limitation, any associated tower(s), support structure(s), and base station(s).

10-35-5 General Standards for all Facilities

The following general requirements apply at all times to all wireless communications facilities located in all zoning districts where permitted by HCC 10-16 Table of Uses.

- A. All wireless communications facilities shall be engineered and designed to minimize visual impact by means of placement, screening, camouflaging, painting, and texturing to be compatible with existing architectural elements, building materials, and other site characteristics. The Applicant shall use the smallest and least visible antenna possible to accomplish the facility's objectives. All antennas and support structures shall be painted and/or textured to achieve architectural compatibility with the structures to which they are attached and/or with which they are located.
- B. Each facility must comply with any and all applicable provisions of the HCC, including, but not limited to, provisions of the State Construction Code as adopted by the Utah State Legislature, and any conditions of approval imposed as part of the approval process.
- C. Each facility must comply with any and all applicable regulations and standards promulgated or imposed by any city, state, or federal agency, including, but not limited to, the Federal Communications Commission (FCC) and the Federal Aviation Administration (FAA). Further, all wireless communications facilities, associated equipment, and services shall comply with Americans with Disabilities Act (ADA) requirements.

- D. Fire and Electrical Safety Standards. All wireless communications facilities shall contain:
1. A power shut-off readily accessible to fire service personnel for emergencies;
 2. Surge protection for lightning discharge or other significant electrical disturbances;
 3. Signage as required by the permit conditions, the National Electric Code, the Unified Fire Authority, or their designee; and
 4. Instructions for first responders to de-energize the equipment.
- E. The facility must at all times comply with all applicable health requirements and standards pertaining to radio frequency emissions as promulgated by the FCC.
- F. All antennas shall meet the minimum siting distances to habitable structures required for compliance with FCC regulations and standards governing the environmental effects of radio frequency emissions.
- G. Interference with city communications systems and other governmental emergency systems is prohibited. Further, no permits issued pursuant to this chapter of the HCC establishes any guarantee or warranty that the Licensee's facility will be free from interference from city or third-party communication systems.
- H. Noise. Wireless communications facilities and equipment must comply with the City's noise ordinance in HCC Chapter 4-6, or any successor provisions, and be designed to prevent noise and sound from being plainly audible at a distance of fifty (50) feet from the facility or within ten (10) feet of any residence.
- I. Signs. No facility may display any signage or advertisement unless it is expressly allowed by this paragraph, necessary for stealth concealment purposes, or required by law or a permit condition. Every facility shall at all times display signage that accurately identifies the facility owner and provides the owner's unique site number and a local or toll-free telephone number to contact the facility owner's operations center, and which complies with FCC regulations.
- J. Landscaping. Where appropriate, facilities shall be installed so as to maintain and enhance existing landscaping on the site, including trees, foliage, and shrubs, whether or not utilized for screening. In addition to any landscaping used for concealment or screening purposes, the Applicant shall replace any existing landscaping displaced during the construction or installation of the Applicant's facility. The Applicant's landscaping plan shall be subject to the City's review and approval, but shall, at a minimum, match the existing landscaping and foliage surrounding the installation site, consistent with the standards of the applicable zoning district and HCC Chapter 10-23 Landscaping and Screening and HCC Chapter 10-32 Water Efficiency Standards. Permittee shall ensure that any vegetation, including vegetation provided for screening, allowed to remain in place within the area covered by the permit is properly maintained and watered in compliance with city code.
- K. All electrical support equipment located within cabinets, shelters, or similar structures shall be screened from public view. Roof-mounted electrical support equipment shall be discouraged. Ground-mounted electrical support equipment shall be encouraged. In addition, the undergrounding of support equipment is required wherever practicable.

- L. All antennas shall be located such that any person walking adjacent to the transmitting surface of the antenna will be walking on a grade that is a minimum of eight and one-half feet below the transmitting surface.
- M. Lighting of antenna structures and their electrical support equipment is prohibited, except as required by any order or regulation of the FCC or the FAA, and for manually operated emergency lights for use when official operating personnel are on site.
- N. Unless barred by other laws, no permit will be granted absent a back-up power supply for all new wireless communications.

10-35-6 Location Standards for All Facilities

The location standards for all wireless communications facilities, other than those that qualify as eligible facility requests, are as follows:

- A. No wireless telecommunication facility shall be located within five hundred (500) feet of any school, playground, or park unless a finding is made, based on technical evidence acceptable to the reviewing authority, that the absence of its deployment would have the effect of prohibiting Personal Wireless Services as provided by Applicable Law. Except for facilities installed on the same pole or tower as an existing wireless telecommunication facility, wireless telecommunication facilities located within any residential zone district shall not be located within five hundred (500) feet of any other wireless communications facility.
- B. All new freestanding wireless communications facilities and monopoles shall be set back a minimum distance of at least one hundred (100) percent of the height of the facility or monopole from any property line abutting a residential zone district. This minimum setback is not subject to the waivers allowed under HCC Section 10-35-8 of this ordinance.
- C. Location preference for wireless communications facilities should be given to the following:
 - 1. Property designated as public or quasi-public except where prohibited pursuant to this Title. However, property designated non-residential may be approved by the Planning Commission as a Conditional Use when:
 - a. Public or quasi-public properties are unavailable or inaccessible within an area that has technical or communication deficiencies, and
 - b. The absence of the facility's deployment would have the effect of prohibiting Personal Wireless Services as provided by Applicable Law.
 - 2. *Facilities attached or sited adjacent to existing structures.* Whenever possible, facilities shall be located on and/or inside existing structures. Appropriate types of existing structures may include, but are not limited to: buildings, water tanks, telephone poles, utility towers and poles, sign standards, light standards, and roadway overpasses.
 - 3. *Sites with minimum separation.* Sites that are more than five hundred (500) feet from school, playgrounds, and parks; provided, however, that Small Cell/Wireless Facilities may be spaced closer if the Applicant can demonstrate that failure to provide such closer placement would have the effect of prohibiting Personal Wireless Services as provided by Applicable Law.
 - 4. Sites that are not highly visible from adjacent public roadways.

5. Unless otherwise indicated in HCC Chapter 10-35 or adopted city Standards, no wireless facility shall be installed on an exposed ridgeline unless the facility blends with the surrounding existing natural and man-made environment and a finding is made that no other location is technically feasible.

10-35-7 Engineering and Design Standards for all Facilities

The general design standards for wireless communications facilities subject to this chapter are as follows:

- A. *Basic Requirements.* The proposed wireless facility and its supporting structure (if needed) shall be limited to the minimum size necessary to serve the defined service objectives of the wireless service provider or providers that will be using the facility, except where a larger facility has superior concealment elements.
 1. *Materials.* The materials used shall be non-reflective and non-flammable.
 2. Cabinet doors and other openings must be designed to stay securely closed, and openings in all facilities shall be shielded or made the smallest size feasible to protect against fire and wind-blown embers.
 3. The tower, or other support structure, and all equipment shall be designed to withstand forces from seismic events. To that end, all wireless facility sites must be built to the applicable standards of Hardening Requirements, including, but not limited to, APCO ANSI 2.106.1–2019, or their replacements. The telecommunications tower, pole, or structure, when fully loaded with antennas, transmitters, and other equipment, and camouflaging shall be designed as determined by the Building Official. All equipment mounting racks and equipment used shall be anchored in such a manner that such a quake will not tip them over, throw the equipment off its shelves, or otherwise act to damage it.
 4. All connections between various components of the facility, power lines, and conduit shall be designed in a manner to protect against damage by a natural disaster, a vehicular accident, an act of vandalism, or similar external forces.
 - a. *Stealth.* The wireless facility shall be stealth unless the Applicant demonstrates that a stealth design would be technically infeasible or would prohibit or have the effect of prohibiting the provision of wireless services.
 5. Stealth elements and techniques should be used to blend the facility with the surrounding materials and colors of the support structure or make the facility appear to be something other than a wireless facility. Stealth elements include, but are not limited to, the following:
 - a. Radio frequency (RF) transparent screening or shrouds;
 - b. Matching the color of the existing support structure by painting, coating, or otherwise coloring the wireless facility, equipment, mounting brackets, and cabling;
 - c. Placing cables and wires inside the pole or in a conduit of the smallest size possible;
 - d. Minimizing the size of the site;
 - e. Installing new infrastructure that matches existing infrastructure in the area surrounding the proposed site;

- f. Painting, coating, or otherwise coloring new wireless facilities, equipment, mounting brackets, and cabling a color designed to allow the facility to blend in with the color of the sky or surroundings when viewed from the ground;
 - g. Using paint of durable quality; and
 - h. Building with weather-resistant materials while permitting weathered treatment for aesthetic reasons and to avoid reflective material.
6. *Minimum Height.* All antennas shall be located such that: (1) any person walking adjacent to the transmitting surface of the antenna will be walking on a grade that is a minimum of eight and one-half feet below the transmitting surface; and (2) no person at ground level will be exposed to an exposure level that is higher than allowed by the FCC's general population exposure rules.
7. *Façade-Mounted Equipment.* Façade-mounted antennas and equipment shall be architecturally integrated into the building or other support structure, designed and otherwise made as unobtrusive as possible so that the facility does not appear to be a wireless facility. Antennas and equipment should be located entirely within an existing or newly created architectural feature so as to be completely screened from view. Façade-mounted facilities shall generally not extend more than eighteen (18) inches out from and may not project above the building face. Façade-mounted wireless telecommunication facilities shall not exceed twenty-eight (28) feet above the ground. However, antenna elements, mounted flush on the facade of an existing structure that exceeds twenty-eight (28) feet, may have a height equal to the height of the building.
8. *Ground-Mounted Equipment.* Outdoor ground-mounted equipment associated with base stations shall be avoided whenever feasible. In locations visible or accessible to the public, applicants shall conceal outdoor ground-mounted equipment, including ancillary power generation equipment, with opaque fences or landscape features that mimic the adjacent structure(s) (including, but not limited to, dumpster corrals and other accessory structures) and by painting, texturing, or otherwise concealing the facility as much as possible. Ground-mounted wireless communications facilities shall be located near existing structures or trees at similar heights for screening purposes where feasible. Not more than one ground-mounted antenna, provided that licensed amateur radio station antennas consistent with this section shall also be permitted on each site.
9. *Roof-Mounted Facilities.* Roof-mounted antennas and necessary equipment shall be screened from above if visible from higher elevations. Rooftop-mounted wireless telecommunication facilities shall not exceed twenty-eight (28) feet in height or three (3) feet above the roof parapet from which they are attached, whichever is less restrictive. Associated roof-mounted equipment cabinets shall not extend more than three (3) feet above the roof from which it is attached and shall be set back a minimum of ten (10) feet from the edge of the roof. All roof-mounted equipment cabinets shall be located behind a mechanical screen wall. In the event that a roof parapet wall screens the equipment cabinets, a mechanical screen wall will not be required.
10. *Freestanding Facilities.* Freestanding facilities requiring a new monopole or other new support structure shall be stealth facilities. Further, they shall be located as close as possible to existing above-ground utilities, such as electrical towers or utility poles (which are not scheduled for removal or under grounding for at least 18 months after the date of application), light poles, or trees of comparable heights, and in areas where they will not detract from the appearance of the City.

- a. Freestanding wireless telecommunication facilities, including monopoles, shall not exceed fifty (50) feet in height and shall not extend higher than the top of the ridgeline nearest the antenna, unless approved by the Planning Director for a greater height, but in no case greater than eighty (80) feet. The height of a freestanding facility shall be measured from the natural undisturbed ground surface below the center of the base of the tower itself to the tip of the highest antenna or piece of equipment attached thereto.
 - b. Aside from the antenna itself, no additional equipment may be visible. All cables, including but not limited to electrical and utility cables, shall be run within the interior of the freestanding facility and shall be camouflaged or hidden to the fullest extent feasible without jeopardizing the physical integrity of the facility.
 - c. Monopole installations shall be situated so as to utilize existing natural or man-made features, including topography, vegetation, buildings, or other structures, to provide the greatest amount of visual screening.
 - d. All antenna components and accessory wireless equipment shall be treated with exterior coatings of a color and texture to match the predominant visual background or existing architectural elements so as to visually blend in with the surrounding development. Subdued colors and non-reflective materials that blend with surrounding materials and colors shall be used.
 - e. Monopoles shall be no greater in diameter or other cross-sectional dimensions than is necessary for the proper functioning of the facility.
11. All wireless telecommunication facilities shall be designed to prevent unauthorized climbing and graffiti.
 12. Fire Safety Standards. All wireless facility designs shall include:
 - a. A power shut off, such as by means of rapid entry Knox or similar type systems, shall be installed;
 - b. Surge protection devices capable of mitigating a direct or partial direct lightning discharge; and
 - c. Surge protection devices capable of mitigating significant electrical disturbances that may enter the facility via conductive cables.
 13. Satellite dish or parabolic antennas shall be situated as close to the ground as possible to reduce visual impact without compromising their function.
 14. Support equipment pads, cabinets, shelters, and buildings require architectural, landscape, color, fencing, or other camouflage treatment to minimize visual impacts to the extent deemed necessary by the Planning Director. Landscaping screening should also be provided if irrigation water is available.
 15. No freestanding facility or ancillary support equipment may be located between the face of a building and a public street, bikeway, park, or residence.

10-35-8 Waivers of These Standards

A. A waiver of one or more of these Standards may be granted in the following circumstances:

1. Applicant demonstrates with substantial evidence that denial of an application would, within the meaning of federal law, prohibit or effectively prohibit the provision of personal wireless services, or otherwise violate Applicable Laws or regulations;
2. Applicant demonstrates with substantial evidence set forth in a feasibility study that (1) compliance with a requirement of these Standards would be technically infeasible and (2) the proposed wireless facility complies with the requirements of these Standards to the greatest extent technically feasible. For example, an exception to a requirement to conceal antennas in a shroud may be granted if shrouding is shown to be technically infeasible and an alternative concealment, such as a colored film wrap, is proposed; or
3. Applicant demonstrates with substantial evidence that the particular engineering, design, or location proposed involves an alternative that better meets the purposes of this section, and is in substantial compliance with a requirement of these design Standards and results in no increase in public visual impact to the community, or provides other benefits. For example, an exception to the wireless facility location limitations may be granted when the Applicant can demonstrate that the placement is less visible from viewsheds of residences or shielded by vegetation or existing infrastructure (such as barriers), or is less physically intrusive (for example, less impactful to tree roots or reduces noise). Among other factors, in deciding whether or not to grant an exception, the Planning Commission may consider the impact of expansions to the facility that the Applicant would be entitled to make as of right if granted.

B. Waivers may only be requested at the time an application is initially submitted for a discretionary permit. The request must include both the specific provision(s) from which waiver is sought and the basis of the request, including all supporting evidence on which the Applicant relies. Any request for waiver after the City has deemed an application complete constitutes a material change to the proposed wireless facility and shall be considered a new application. A request for waiver from one or more requirements does not relieve the Applicant from compliance with all other applicable provisions of law.

10-35-9 Standard Conditions of Approval for Permits

In addition to any supplemental conditions imposed by the Planning Director as the case may be, all land use permits or conditional use permits granted for wireless communications facilities subject to this chapter shall be subject to the following conditions, unless modified by the approving authority:

A. General Conditions.

- a. The permittee shall defend, indemnify, and hold harmless the city or any of its boards, commissions, agents, officers, and employees from any claim, action or proceeding against the city, its boards, commission, agents, officers, or employees to attack, set aside, void, or annul, the approval of the project, or to hold the City liable in whole or in part as a result of the engineering, design, construction or operation of the facility. The City shall promptly notify the provider(s) of any such claim, action, or proceeding if the city bears its own attorney's fees and costs, and the city defends the action in good faith.

- b. The permittee's facilities shall not interfere with the city's communications systems. The permittee shall be responsible for costs for determining the source of the interference, all costs associated with eliminating the interference (including but not limited to filtering, installing cavities, installing directional antennas, powering down systems, and engineering analysis), and all costs arising from third-party claims against the city attributable to the interference.
- c. Subsequent submittals for this project shall be in substantial compliance with the plans date-stamped received by the Planning Department on (date of approval). The project shall comply with all conditions of approval stipulated in the referral sheets attached to the agenda report for this project. In the event the project plans conflict with any condition of approval, the condition shall take precedence, and revised plans shall be submitted and approved by the Planning Director.
- d. The permit and rights conferred in this approval shall not be effective until the permittee signs, notarizes and returns the Acceptance of Conditions Affidavit accepting the conditions set forth herein. The Applicant shall file this form with the Planning Department within 30 days of this decision or prior to issuance of any development, conditional use, building, electrical, or encroachment permit.
- e. The Applicant shall digitally submit a complete set of plans, including any additional items required by the Planning Department, for consistency review and approval prior to plan check and again prior to the issuance of any building or land use permits.
- f. The Notice of Decision (including the signed and notarized Acceptance of Conditions Affidavit) shall be copied in its entirety and placed directly onto a separate plan sheet(s) to be included in the development plans prior to submitting any land use permits from the city.
- g. A land use permit or conditional use permit, as applicable, shall be valid for a period of two (2) years from issuance, unless pursuant to another provision of the HCC or these conditions, it expires sooner or is terminated. At the end of two (2) years from the date of issuance, such development or conditional use permit shall automatically expire, unless an extension or renewal has been granted, which grant shall not be unreasonably withheld. A person holding a land use permit or conditional use permit must either (1) remove the facility within thirty (30) days following the permit's expiration (provided that removal of support structure owned by City, a utility, or another entity authorized to maintain a support structure need not be removed, but must be restored to its prior condition, except as specifically permitted by the City); or (2) prior to expiration, submit an application to renew the permit, which application must, among all other requirements, demonstrate that the impact of the wireless facility cannot be reduced. The wireless facility must remain in place until it is acted upon by the City and all appeals from the City's decision are exhausted.
- h. The installation and construction authorized by a building permit shall be completed within 180 days after its approval, or it will expire without further action by the City unless, prior to the 180 days, the Applicant submits an extension request to the City Building Department, and, in its sole discretion, may grant a time extension for due cause. The installation and construction authorized by a permit shall conclude, including any necessary post-installation repairs and/or restoration to the property, within thirty (30) days following the day construction commenced. The permittee must provide written notice to the City within ten (10) days after completing construction and may not begin operations until all City and Fire Department (if applicable) inspections have been completed and the project is found to be consistent with the permit. The expiration date shall be suspended until an appeal and/or litigation regarding the subject permit is resolved.

- i. The Planning Director may grant up to four one-year extensions of the timeline, in Condition 7 above, for completing the installation and construction authorized by a development or condition use permit, if the Planning Director finds that the conditions, including but not limited to changes in the wireless ordinance under which the permit approval was issued, have not significantly changed.
- j. Any questions of intent or interpretation of any condition of approval will be resolved by the Planning Director upon written request of such interpretation.
- k. All structures shall conform to the requirements of all buildings and fire codes. Notwithstanding this review, all required permits, including, but not limited to, an encroachment permit from the City, shall be secured.
- l. Minor changes to the approved plans or the conditions of approval may be approved by the Planning Director, provided such changes achieve substantially the same results and the project is still in compliance with the HCC. An application with all required materials and fees shall be submitted.

16. Cultural Resource Conditions.

- a. In the event that potentially important cultural resources are found in the course of geologic testing, work shall immediately cease until a qualified archaeologist can provide an evaluation of the nature and significance of the resources and until the Planning Director can review this information.
- b. If human bone is discovered, the procedures found in Utah and Herriman law shall be followed. These procedures require notification of the coroner. If the coroner determines that the remains are those of a Native American, the Applicant shall notify the Native American Heritage Commission by phone within 24 hours.

17. Wireless Facility Conditions.

- a. All antennas shall meet the minimum siting distances to public/uncontrolled areas required for compliance with the FCC regulations and standards governing the environmental effects of radio frequency emissions. Permittee shall keep up to date on current information from the FCC in regards to maximum permissible radio frequency exposure levels. In the event that the FCC changes its guidelines for human exposure to radio frequency, permittee shall, within 30 days after any such change, submit to the Planning Director a report prepared by a qualified engineer that demonstrates actual compliance with such changed guidelines. The Director may, at permittee's sole cost, retain an independent consultant to evaluate the compliance report and any potential modifications to the permit necessary to conform to the FCC's guidelines. Failure to submit the compliance report required under this condition, or failure to maintain compliance with the FCC's guidelines for human exposure to radio frequency at all times, shall constitute grounds for permit revocation.
- b. All antennas shall be located so that any person walking adjacent to the transmitting surface of the antenna will be walking on a grade, which is a minimum of eight and one-half feet below the transmitting surface.
- c. All antennas, equipment, and support structures shall be engineered and designed to prevent unauthorized climbing.

- d. The wireless facility shall be erected, operated, and maintained in compliance with the general requirements set forth in the Standards and any specific requirements in the permit.
- e. The antenna and electrical support equipment shall, at all times, be operated in a manner that conforms to the applicable health and safety standards, including those imposed by this Ordinance.
- f. Wireless communications facilities and equipment must comply with the city's noise ordinance, or any successor provisions, and prevent noise and sound from being plainly audible at a distance of fifty (50) feet from the facility or within ten (10) feet of any residence.
- g. The Planning Director's approval is required if a generator is to be placed on-site for temporary or permanent use.
- h. All non-ground-mounted equipment associated with the application shall be located no lower than eight feet above grade or ground level on the monopole or support structure.
- i. The City or its designee may enter onto the facility area to inspect the facility upon 48 hours prior notice to the permittee. The permittee shall cooperate with all inspections and may be present for any inspection of its facility by the City. The City reserves the right to enter or direct its designee to enter the facility and support, repair, disable, or remove any elements of the facility in emergencies or when the facility threatens imminent harm to persons or property. The City shall make an effort to contact the permittee prior to disabling or removing any facility elements, but in any case, shall notify permittee within 24 hours of doing so.
- j. Testing of any equipment shall take place on weekdays only, and only between the hours of 8:30 a.m. and 4:30 p.m., except that testing is prohibited on holidays that fall on a weekday. In addition, testing is prohibited on weekends.
- k. Permittee shall obtain and maintain throughout the term of the permit commercial general liability insurance with a limit of two million dollars (\$2,000,000) per occurrence for bodily injury and property damage and four million dollars (\$4,000,000) general aggregate including premises operations, contractual liability, personal injury, and products completed operations. The relevant policy (or policies) shall name the City, its elected/appointed officials, commission members, officers, representatives, agents, and employees as additional insureds. A true and correct copy of the policy of insurance shall constitute proof of insurance required by this subsection. Permittee shall use its best efforts to provide thirty (30) days' prior notice to the City of the cancellation or material modification of any applicable insurance policy. Failure to maintain insurance consistent with this Condition shall automatically void the permit, and the permittee shall immediately deenergize and remove the facility from operation.
- l. Prior to issuance of a City permit or encroachment permit, the permittee shall file with the City, and shall maintain in good standing throughout the term of the approval, a performance bond or other surety or another form of security (for example, a letter of credit) for the removal of the facility in the event that the use is abandoned or the permit expires, or is revoked, or is otherwise terminated. The security shall be in the amount equal to the cost of physically removing the facility and all related facilities and equipment on the site, based on the higher of two contractors' quotes for removal that are provided by the permittee. The permittee shall reimburse the city for staff time associated with the processing and tracking of the bond, based on the hourly rate adopted by the City Council. Reimbursement shall be paid when the security is posted and during each administrative review. Any amounts due to the City under this HCC shall not exceed the amounts permitted under Applicable Law.

- m. Permittee shall not move, alter, temporarily relocate, change, or interfere with any existing structure, improvement, or property without the prior consent of the owner of that structure, improvement, or property. No structure, improvement, or property owned by the City shall be moved to accommodate a permitted activity or encroachment, unless the City determines that such movement will not adversely affect the City or any surrounding businesses or residents, and the Permittee pays all costs and expenses related to the relocation of the City's structure, improvement, or property. Prior to commencement of any work pursuant to any permit, the permittee shall provide the City with documentation establishing to the city's satisfaction that the permittee has the legal right to use or interfere with any other structure, improvement, or property to be affected by the permittee's facilities.
- n. No possessory interest is created by a Wireless Permit. However, to the extent that a possessory interest is deemed created by a governmental entity with taxation authority, permittee acknowledges that City has given to permittee notice pursuant to that the use or occupancy of any public property pursuant to a development or conditional use permit may create a possessory interest which may be subject to the payment of property taxes levied upon such interest. Permittee shall be solely liable for, and shall pay and discharge prior to delinquency, any and all possessory interact taxes or other taxes, fees, and assessments levied against permittee's right to possession, occupancy, or use of any public property pursuant to any right of possession, occupancy, or use created by this development or conditional use permit.
- o. If a facility is not operated for a continuous period of six (6) months, the Wireless Permit and any other permit or approval therefor shall be deemed abandoned and terminated automatically, unless before the end of the six (6) month period (i) the Director has determined that the facility has resumed operations, or (ii) the City has received an application to transfer the permit to another service provider. No later than ninety (90) days from the date the facility is determined to have ceased operation, or the permittee has notified the Director of its intent to vacate the site, the permittee shall remove all equipment and improvements associated with the use and shall restore the site to its original condition to the satisfaction of the Director. The permittee shall provide written verification of the removal of the facilities within thirty (30) days of the date the removal is completed. If the facility is not removed within thirty (30) days after the permit has been discontinued pursuant to this subsection, the site shall be deemed to be a nuisance, and the City may cause the facility to be removed at permittee's expense or by calling any bond or other financial assurance to pay for removal. If there are two (2) or more users of a single facility or support structure, then this provision shall apply to the specific elements or parts thereof that were abandoned, but will not be effective for the entirety thereof until all users cease use thereof. Once the facility is removed, and the City has confirmed the space has been returned to its prior State, notwithstanding reasonable wear and tear, the security described above shall be released by the City.
- p. In the event the City determines that it is necessary to take legal action to enforce any of these conditions, or to revoke a permit, and such legal action is taken, the permittee shall be required to pay any and all costs of such legal action, including reasonable attorney's fees, incurred by the City, even if the matter is not prosecuted to a final judgment or is amicably resolved, unless the City otherwise agrees, in its complete discretion, to waive said fees or any part thereof.

D. Construction Conditions.

- 1. Installation hours shall be limited to Monday through Friday from 7:00 a.m. to 7:00 p.m. and Saturdays from 8:00 a.m. to 5:00 p.m. No installation activities shall be permitted on Sundays and

City-designated holidays. The restricted work hours described in this condition do not apply to emergency maintenance necessary to protect health or property. The City may issue a Stop Work Order if permittee violates this condition. Construction activities shall be conducted in compliance with and abide by all applicable safety codes and permit conditions.

2. All sites must be designed and built to the standards of ANSI/APCO Public Safety Grade Site Hardening Requirements, also referred to as “APCO ANSI 2.106.1-2019”.

E. Site Specific Conditions.

1. In the event that the electric service provider does not currently offer an alternative metering option, the permittee shall remove the above-grade electric meter when such option becomes available. Prior to removing the above-grade electric meter, the permittee shall apply for any encroachment and/or other ministerial permit(s) required to perform the removal. Upon removal, the permittee shall restore the affected area to its original condition that existed prior to installation of the equipment.
2. The permittee acknowledges that the City specifically includes conditions of approval related to (a) painting, coloring or finishing the equipment to match the monopole or support structure; (b) undergrounding all equipment to the extent possible; (c) installing equipment within shrouds, conduits and risers as concealment elements engineered and designed to integrate the wireless facility with the surrounding built and natural environment; and (d) specific structural, seismic, electrical, fire and operating/maintenance requirements. Any future modifications to the permittee’s wireless facility must maintain or improve all concealment elements and safety precautions.
3. Before the permittee submits any applications for construction, encroachment, excavation, or other required permits in connection with this permit, the permittee must incorporate a true and correct copy of this permit, all conditions associated with this permit, and any approved photo simulations into the project plans (collectively, the “Approved Plans”). The permittee must construct, install, and operate the wireless facility in substantial compliance with the Approved Plans as determined by the Director or the Director’s designee. Any substantial or material alterations, modifications or other changes to the Approved Plans, whether requested by the permittee or required by other departments or public agencies with jurisdiction over the wireless facility, must be submitted in a written request subject to the Director’s prior review and approval, who may refer the request to the original approval authority if the Director finds that the requested alteration, modification or other change substantially deviates from the Approved Plans or implicates a significant or substantial land-use concern.
- q. The permittee shall install and at all times maintain in good condition a “Network Operations Center Information” and “RF Caution” sign on the utility pole no less than three (3) feet below the antenna (measured from the top of the sign) and no less than nine (9) feet above the ground line (measured from the bottom of the sign). Signs required under this condition shall be installed so that a person can clearly see the sign as he or she approaches within three (3) feet of the antenna structure. If any person on or within the property is or may be exposed to emissions that exceed applicable FCC uncontrolled/general population limits at any time, the sign shall expressly so State, and provide instructions on how persons can avoid any such exposure. The sign shall also include the name(s) of the facility owner(s), equipment owner(s), and operator(s)/carrier(s) of the antenna(s), property owner’s name, as well as emergency phone number(s) for all such parties.

The sign shall not be illuminated unless Applicable Law, rule, or regulation requires lighting. No signs or advertising devices other than required certification, warning, required seals or signage, other signage required by law, this chapter, any City or applicable State code. The sign shall be no larger than two (2) square feet.

- r. The permittee shall ensure that all signage complies with FCC Office of Engineering and Technology Bulletin 65, or American National Standards Institute C95.2 for color, symbol, and content conventions. All such signage shall at all times provide a working local or toll-free telephone number to its network operations center, and such telephone number shall be able to reach a live person who can exert transmitter power-down control over this site as required by the FCC.
- s. In the event that the FCC changes any of radio frequency signage requirements that are applicable to the project site approved herein or ANSI Z535.1, ANSI Z535.2, and ANSI C95.2 standards that are applicable to the project site approved herein are changed, the permittee, within 30 days of each such change, at its own cost and expense, shall replace the signage at the project site to comply with the current standards.
- t. The permittee shall maintain the paint, color, and finish of the facility in good condition at all times.
- u. All improvements, including foundations and appurtenant ground wires, shall be removed from the property and the site restored to its original pre-installation conditions within 90 days of cessation of operation or abandonment of the facility.
- v. Permittee shall at all times maintain compliance with all applicable federal, State, and local laws, regulations, ordinances, and other rules, including Americans with Disabilities Act (ADA) requirements.
- w. The permittee shall cooperate with all inspections. The City and its designees reserve the right to support, repair, disable, or remove any elements of the facility in emergencies or when the facility threatens imminent harm to persons or property.
- x. Permittee shall at all times maintain accurate contact information for all parties responsible for the facility, which shall include a phone number, street mailing address, and email address for at least one natural person. All such contact information for responsible parties shall be provided to the Planning Department at the time of permit issuance and within one business day of permittee's receipt of City staff's written request.
- y. Permittee shall undertake all reasonable efforts to avoid undue adverse impacts to adjacent properties and/or uses that may arise from the construction, operation, maintenance, modification, and removal of the facility.
- z. The site and the facility must be maintained in a neat and clean manner and in accordance with all approved plans and conditions of approval.

- aa. Permittee shall promptly remove any graffiti on the wireless facility at permittee's sole expense within 48 hours after notice.

F. Prior to Operation Conditions.

- 1. The Applicant shall request a final Planning Department inspection and final building inspection by the City of Herriman immediately after the wireless facility has been installed and prior to the commencement of services.
- 2. Within thirty (30) calendar days following the installation of any wireless communications facilities, the Applicant shall provide to the Planning Department a field report prepared by a qualified engineer, verifying that the unit has been inspected, evaluated, and is operating in compliance with FCC standards. Specifically, the on-site post-installation radiofrequency (RF) emissions testing must demonstrate actual compliance with the FCC OET Bulletin 65 RF emissions safety guidelines for the general population/uncontrolled RF exposure in all sectors. For this testing, the transmitter shall be operating at maximum operating power, and the testing shall occur outwards to a distance where the RF emissions no longer exceed the uncontrolled/general population limit. Such report and documentation shall include the make and model (or other identifying information) of the unit tested, the date and time of the inspection, a certification that the unit is properly installed and working within applicable FCC limits, and a specific notation of the distance from the transmitter at which the emissions are equal to or less than the uncontrolled/general population limit.
- 3. The operation of the approved facility shall commence no later than one (1) month after the City completes its post-installation inspections of the facility, any issues with the facility are resolved, and the City receives the RF testing report required in the condition of approval above, or the development or conditional use permit will expire without further action by the City.

G. Fixed Conditions.

- 1. Violation of any of the conditions of this approval shall be cause for revocation and termination of all rights thereunder.

10-35-10 Eligible Facilities Requests

- A. Permits for an Eligible Facilities Request shall be subject to the terms and conditions of the underlying permit unless modified by the approving authority and provided further that such request shall be approved in accordance with Applicable Law.
 - 1. The City's grant or grant by operation of law of an eligible facilities request permit constitutes a federally-mandated modification to the underlying permit or approval for the subject tower or base station. Notwithstanding any permit duration established in another permit condition, the City's grant or grant by operation of law of an eligible facilities request permit will not extend the permit term for the underlying permit or any other underlying regulatory approval, and its term shall be coterminous with the underlying permit or other regulatory approval for the subject tower or base station.

2. The City's grant or grant by operation of law of an eligible facilities request does not waive, and shall not be construed to waive, any standing by the City to challenge section 6409(a) of the Spectrum Act, any FCC rules that interpret section 6409(a) of the Spectrum Act, or any modification to section 6409(a) of the Spectrum Act.

10-35-11 Small Cell Facilities

In addition to the other conditions of approval placed on a Wireless Permit, all permits for a small cell facility under this chapter shall be subject to the additional condition, unless modified by the approving authority, that the City's grant of a permit for a small cell facility request does not waive, and shall not be construed to waive, any standing by the City to challenge any FCC orders or rules related to small cell facilities, or any modification to those FCC orders or rules.

10-35-12 Basic Application Requirements for Permits.

A. Generally. In addition to providing all required fees, all wireless telecommunication facility carriers or providers shall provide the information required by a separate application form published and updated from time to time by the City. If no such form is available, then the Applicant must submit all documents, information, and any other materials necessary to allow the City to make required findings and ensure that the proposed facility will comply with Applicable Laws and not endanger the public health, safety, or welfare. Such information may include:

1. Contact information for:
 - a. Applicant and their representatives
 - b. Owner of proposed wireless communications facility
 - c. If different from facility owner, the identity of the person or entity responsible for operating the proposed wireless facility
 - d. The property owner or owner of the structure on which the proposed wireless facility would be installed
 - e. Names, addresses, telephone numbers, and email addresses of anyone acting on behalf of the Applicant with regard to the application;
 - f. The name, address, and phone number of all persons that prepared or assisted in preparing the application and any required reports;
 - g. The postal address, parcel number, or utility pole identifier of the property;
 - h. The location of the schools, playgrounds, and parks within 500 feet of the project site;
 - i. Local contact person for emergencies
 - j. Assessor's Parcel Number
2. Purpose of new wireless communications facility or amendment
3. Type of Application (select all that apply)

- a. Eligible Facilities Request
 - b. Small Cell – Collocation
 - c. Small Cell – New Structure
 - d. Collocation (Non-Small Cell)
 - e. All Other Wireless Communications Facilities
 - f. Permit Renewal
 - g. Waiver
- 4. Letter of authorization signed by the property owner authorizing the Applicant to submit and process the application, including executed copies of any leases, letters of agency, or proof of ownership of the private property involved in the project.
 - 5. Authorizations and Licenses
 - 6. Provide previous approvals, if applicable, and Certificate of Completion. Site inspection fees may apply if a final inspection was never requested.
 - 7. Identify all other required permits and approvals for the subject facility.
 - 8. Electrical and Structural Safety Information. The following engineering documents must be included in the application:
 - a. A one-line diagram of the electrical system;
 - b. Panel Directories;
 - c. A plot plan showing the location of the mounting structure, including address, or structure designation, or GPS location on the front sheet;
 - d. A plot plan showing the location of the service disconnecting means;
 - e. An elevation drawing of the equipment and the service disconnecting means;
 - 9. Structural Safety Information. The structural or civil engineering documents, as recommended by a Utah licensed professional civil engineer, shall include:
 - a. Photo simulations, from at least three different angles, showing the pole and streetscape before and after installation. In some cases, more than three different angles may be required;
 - b. The azimuth, size, and center-line height location of all proposed and existing antenna(s) on the supporting structure;
 - c. The number, type, and model of the antenna(s) that will be used, with a copy of the specification sheet;

- d. The make, model, type, and manufacturer of any tower involved, and a design plan stating the tower's capacity to accommodate multiple users;
- e. Site and Construction Plans. Complete and accurate plans, drawn to scale, signed, and sealed by a Utah-licensed engineer, land surveyor, and/or architect, which include the following items.
 - (1) A site plan and elevation drawings for the facility, as existing and as proposed, with all height and width measurements explicitly stated.
 - (2) A site plan describing the proposed tower and antenna(s) and all related fixtures, structures, appurtenances, and apparatus, including height above pre-existing grade, materials, color, and lighting.
 - (3) A depiction, with height and width measurements explicitly stated, of all existing and proposed transmission equipment.
 - (4) A depiction of all existing and proposed utility runs and points of contact.
 - (5) A depiction of the leased or licensed area of the site with all rights-of-way and easements for access and utilities labeled in plain view.
- f. If the equipment is proposed to be pole-mounted, a signed affidavit by a licensed and registered engineer stating that such equipment could not be installed underground to the extent possible, and if any of the equipment can be located underground, that such equipment will be placed underground in a waterproof vault, or an explanation indicating it is not possible;
- g. Description as to why the desired location is superior to other similar available locations, including, but not limited to:
 - (1) Proximity to residential buildings and descriptions of efforts to prevent any blocking of or mitigate the impact on views of impressive scenes;
 - (2) Written documentation demonstrating a good faith effort to locate the proposed facility in the least intrusive location in accordance with the location requirements of this ordinance;
- h. A description in writing and a visual rendering demonstrating effective screening of all ground-mounted or roof-mounted equipment of the facility from view.
- i. Color-coded carrier-generated RF Coverage (propagation) maps, at a scale no smaller than 1 inch (1") to a quarter (1/4) mile with all appropriate legends, showing the coverage for the highest and lowest frequencies to be used by the facility. Frequencies are to be stated numerically, not qualitatively. Provide a represented value in dB of each color it specifically represents.
- j. If the project involves, modifies, or will use an existing facility or structure, a description of the type of structure (e.g., guyed, self-supporting lattice, or monopole) and a report on the physical condition of the facility, certified by a professional engineer licensed in the State of Utah, is required.

- k. If the application is for a new tower, substantial technical evidence by a carrier or wireless service provider justifying the total height of the proposed facility and the need for such to the exclusion of all reasonable alternatives. Evidence in the form of propagation studies must include all modeling data and assumptions used to produce the studies at the requested height and should take into consideration the ability to collocate other carriers in the future.
- l. A siting analysis that identifies other feasible locations, including collocation sites, within or outside the City, which could provide comparable service in the area intended to be served by the facility, if any.
- m. If the Applicant is not itself an FCC-authorized provider of personal wireless service intending to use the facility to provide its own personal wireless services, the application shall provide the name(s) of all providers that do intend to immediately use the facility, and include exhibits of any commitments by such provider(s).
- n. An affirmation that the proposed installation will be FCC compliant, in that it will not cause members of the general public to be exposed to RF levels that exceed the emissions levels deemed safe by the FCC. A copy of the fully completed FCC form "A Local Government Official's Guide to Transmitting Antenna RF Emission Safety: Rules, Procedures, and Practical Guidance: Appendix A" titled "Optional Checklist for Determination of Whether a Facility is Categorically Excluded" for each frequency band of RF emissions to be transmitted from the proposed facility upon the approval of the application. All planned radio frequency emissions on all frequency bands must be shown on the Appendix A form(s) attached to the application. All planned radio frequency emissions are to be entered on each Appendix A form only in wattage units of "effective radiated power."
- o. A statement detailing the frequency, modulation, and class of service of radio or other transmitting equipment;
- p. A copy of the FCC license applicable to the intended use of the proposed facilities;
- q. A Hazardous Materials Business Plan for all new generators, and any storage and/or use of hazardous materials during the project, to include:
 - (1) A list of toxic substances that may develop during arcing or fire that may impede fire suppression efforts;
 - (2) A list of hazards that may develop during arcing or fire that may impede fire suppression efforts;
- r. A demolition plan, if applicable.
- s. A written statement of the Applicant's willingness to allow other carriers to co-locate on the proposed personal wireless service facility where technically and economically feasible and aesthetically desirable, subject to the qualification that colocation should not occur when public exposures from the resulting higher cumulative sources would exceed FCC limits.
- t. Such other information as the Director shall establish.
- u. A statement signed by a person with legal authority to bind the Applicant attesting to the accuracy of the information provided in the application. If the attester is not an authorized

employee of the Applicant, then the attester must demonstrate that it is an authorized agent of the Applicant, with a lawful Power of Attorney from the Applicant.

10-35-13 Processing of Applications

The City shall process applications submitted under this provision within the time required by Applicable Law, and, to the extent the application is for a permitted or conditional use as identified in HCC Section 10-16-1, approve or deny such applications pursuant to the applicable standards of HCC Chapter 10-5 within the time required by Applicable Law, subject to any mutual agreements to extend such time limits.

Table 10-16-1 Uses

Uses ¹	Zones																				
	A-1-10	A-1-21	A-1-43	R-1-10	R-1-15	R-1-21	R-1-43	R-2-10	R-2-15	R-M	FR2	R C	O P	C-1	C-2	M-1	T-M	M-2	M U	M U-2	ASMD
Public and Civic																					
Utility, major	C	C	C	C	C	C	C	C	C	C	C			C	C	C	C	C		C	
Utility substation	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	
Commercial																					
Wireless telecommunication facility ⁴¹	C	C	C	C	C	C	C	C	C	C	C		C	C	C	P	C	P	C ⁴²	P	C

Notes:

¹ Accessory uses are allowed in all zones, but only if incidental to a permitted or conditional use.

⁴¹ Must be located on public or quasi-public owned property or utility site, and not in public parks unless an exception is granted by the planning commission, subject to HCC 10-29-8, or permitted on private non-residential property subject to HCC 10-35.

⁴² Maximum height of 50 feet and designed as a stealth facility.

10-29-8 Antenna—Monopole on Public or Quasi Public Property

In addition to the other provisions of this title, monopoles are allowed in the zones in which they are listed, subject to the provisions set forth in this section:

- A. Monopoles shall be constructed so as to allow a collocation of a second user on the base or original pole.
- B. The height of the pole shall be limited to 50 feet above grade, unless approved by the planning commission for a greater height, but in no case greater than 100 feet above grade.
- C. The distance between a monopole and a residential structure shall be at least 150 feet unless the planning commission determines a greater distance is necessary to meet the requirements for approval of a conditional use permit, when the monopole is authorized as a conditional use.
- D. The applicant shall submit images or drawings of a proposed monopole to show what it will look like when built. The images or drawings shall show two vantage points as determined by the community development director.
- E. Property owners within 600 feet of a monopole shall be given notice of the public meeting before the planning commission to consider approval of a conditional use permit.
- F. Every effort should be made to keep a monopole 100 feet from a public street.
- G. Each telecommunication company requesting a monopole shall submit a general master plan of the proposed number of poles projected within the city limits over the subsequent three years.
- H. A monopole and the site the pole occupies shall be properly maintained. The pole shall be removed within 60 days after the communications use is discontinued.

Table 10-16-1 Uses (EXCERPT)

Uses ¹	Zones																				
	A-1-10	A-1-21	A-1-43	R-1-10	R-1-15	R-1-21	R-1-43	R-2-10	R-2-15	R-M	FR2	R C	O P	C-1	C-2	M-1	T-M	M-2	M U	M U-2	ASMD
Public and Civic																					
Utility, major	C	C	C	C	C	C	C	C	C	C	C			C	C	C	C	C		C	
Utility substation	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	
Commercial																					
Wireless telecommunication facility ⁴¹	C	C	C	C	C	C	C	C	C	C	C		C	C	C	P	C	P	C ⁴²	P	

Notes:

¹ Accessory uses are allowed in all zones, but only if incidental to a permitted or conditional use.

⁴¹ Must be located on public or quasi-public owned property or utility site, and not in public parks unless an exception is granted by the planning commission, subject to HCC 10-29-8.

⁴² Maximum height of 50 feet and designed as a stealth facility.

10-29-8 Antenna--Monopole

In addition to the other provisions of this title, monopoles are allowed in the zones in which they are listed, subject to the provisions set forth in this section:

- A. Monopoles shall be constructed so as to allow a collocation of a second user on the base or original pole.
- B. The height of the pole shall be limited to 50 feet above grade, unless approved by the planning commission for a greater height, but in no case greater than 100 feet above grade.
- C. The distance between a monopole and a residential structure shall be at least 150 feet unless the planning commission determines a greater distance is necessary to meet the requirements for approval of a conditional use permit, when the monopole is authorized as a conditional use.
- D. The applicant shall submit images or drawings of a proposed monopole to show what it will look like when built. The images or drawings shall show two vantage points as determined by the community development director.
- E. Property owners within 600 feet of a monopole shall be given notice of the public meeting before the planning commission to consider approval of a conditional use permit.
- F. Every effort should be made to keep a monopole 100 feet from a public street.
- G. Each telecommunication company requesting a monopole shall submit a general master plan of the proposed number of poles projected within the city limits over the subsequent three years.
- H. A monopole and the site the pole occupies shall be properly maintained. The pole shall be removed within 60 days after the communications use is discontinued.

Skyway Towers – UT-09352 Herriman City

Background on Wireless Facilities

Engineering Facts and Legal Analysis
Demonstrating Need for Amendment of the
Herriman Land Development Code

Approval of Application for a Wireless Facility
in Herriman City

Taft/

Herriman City General Plan

- In 2022, Herriman City published a comprehensive and “transgenerational” plan to guide future policy, decision-making, planning, and stewardship
- In the list of priorities (3.3), “Priority 1” is “Bringing in Economic Development Opportunities”

Herriman City General Plan (Cont.)

ECONOMIC DEVELOPMENT OPPORTUNITIES POLICIES & STRATEGIES

ED-1: Be Flexible and Respond to Shifting Trends, Needs, and Impacts

Herriman will consider how best to support the creation and location of smaller business spaces, which can help provide opportunities for local businesses to become established in the community. These smaller spaces can support flex space, co-working space, and smaller retail. [See also EMP-1]

- Herriman will continue to focus higher intensity commercial uses along Mountain View Corridor
- Herriman supports attracting and diversifying the types of businesses and employment opportunities in the City

EMP-3: Employment/Economic Development/Community Amenities

- Herriman will support opportunities for entrepreneur spaces and start-ups by encouraging live/work units in mixed use areas.
- Herriman will evaluate the costs for fast-tracking installation of fiber throughout the City, which may help attract employers and businesses to Herriman as well as facilitating residents who are working from home or using workshare spaces closer to home.

Herriman General Plan (Cont.)

Skyway and T-Mobile want to help Herriman City achieve these goals by increasing technology solutions for residents, students, businesses, first responders, government, and the traveling public.

Background on Wireless Facilities

Taft/

Why are additional wireless facilities important?

- 98% of American adults now own a cellphone of some kind; 91% own a smartphone (*Pew Research, Nov. 13, 2024*)
- 75.2% of American adults and 86.8% of children are wireless-only users, living in homes without a landline (*CDC, June 2024*)
- 15% of American adults are “smartphone-only” internet users who only access the internet through wireless services (*Pew Research, Nov. 13, 2024*)
- From 2018 to 2022, annual mobile data traffic increased from 28.6 trillion MBs to 73.7 trillion MBs, with similar jumps projected (*CTIA, 2023*)
- Around 80% of all 9-1-1 calls are made from wireless devices (*CTIA, 2024*)

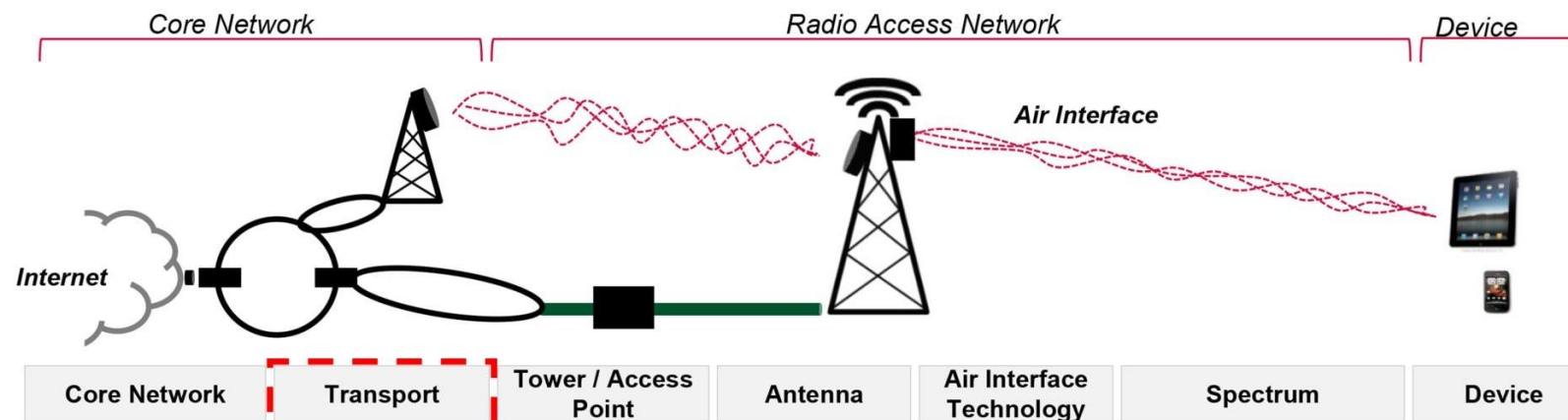
Why are additional wireless facilities important? (Cont.)

- 74% of Americans say government should make it easier to build wireless networks (CTIA, 2023)
- 90% of single family homebuyers consider an area of good wireless service somewhat important or very important when buying a home. (Morning Consult, 5G Home buyers' 5G & Connectivity Needs (May 2021))

Why are additional wireless facilities important? (Cont.)

- 87% of prospective homebuyers identified faster mobile phone connections as somewhat or very important when looking at 5G and a potential home (Morning Consult, 5G Home buyers' 5G & Connectivity Needs (May 2021))
- During 2021/2022, 57% of respondents said they had taken classes on line (2022 Connectivity and Mobile Trends Survey – Press Release_Deloitte U.S.)
- 82% of voters say wireless is important to driving innovation in the U.S. (CTIA Infographics 9/7/23)

How do wireless facilities operate?



Wireless facilities transmit data using radio waves – not unlike a radio broadcasting station – from facilities directly to users across the air. Facilities in turn wirelessly connect with one another to spread a signal far beyond the reach of one facility. These frequencies help connect people, businesses, government, schools, health care facilities and first responders.

How does a facility's height affect its service?

- Because wireless facilities operate by transmitting through radio waves, they need to “see” their users through the air to provide them with adequate service
- Obstacles such as trees, buildings, hills/mountains, and other features that block the “sight” of wireless facilities also obstruct and degrade service if the facility cannot “see” over them
- This is especially relevant when service is blocked by everyday obstacles, such as homes and vehicles. Reaching users in buildings and vehicles requires closer facilities providing high-quality, targeted service

Why are more facilities required over time?

- Each wireless facility has a limited “throughput,” or amount of data, it can process at any one time. If that throughput is exhausted – because there are too many users accessing that facility simultaneously – service degrades, becoming slower and less reliable
- Additional wireless facilities can “offload” service from an overloaded facility to provide it with additional capacity, but this is an imperfect solution – demand is growing much faster than new technologies and facilities can be deployed, and without new facilities this gap will only worsen, further degrading service
- People, businesses, first responders, schools, health care facilities, government, and travelers depend on seamless and robust service
- We understand that the City has a growing number of complaints about service. We want to help solve it.

How can wireless providers improve service?

- Option 1: Add Spectrum
 - Adding spectrum involves providing service along different radiofrequency spectrums than existing facilities, such as through 5G technology
 - There is no more available unused spectrum near Herriman and the best technology to utilize the available spectrum is already being deployed and will not cause existing facilities to reach more customers

How can wireless providers improve service?

- Option 2: Optimization
 - “Optimization” refers to refocusing existing antennas to provide more reliable coverage to existing customers – not expanding coverage to new customers
 - Optimization involves changing antennas’ azimuth (i.e. tilting them downward or changing their direction of focus) to more closely target users closer to the facility to better serve them and reduce power needs
 - Herriman does not need narrower, more targeted coverage – it needs broader coverage reaching all residents

How can wireless providers improve service?

- Option 3: Adding Facilities
 - Because the quality and range of service a wireless facility can provide is inherently limited, the only way to serve customers is to place new facilities near where those customers are located
 - New facilities also improve the rollout of new technology, improving the quality of the service those customers will receive
 - SE Herriman currently lacks a dedicated wireless facility and so has low-quality, less-reliable service – this issue can only be resolved with a new, dedicated facility like what Skyway Towers proposes

“Stealth” designs are not always more appealing



Taft/

“Stealth” designs are not always more appealing



Taft/

Designs that integrate the facility with its surroundings truly render it a “stealth” facility



(this facility is taller than the proposed 80' facility)

Taft/

Amendments to the Herriman Land Development Code

Taft/

Why does the LDC need to be amended?

- Herriman's LDC currently only allows wireless facilities on public or quasi-public owned property or utility sites, significantly limiting where wireless facilities can be placed to meet demands
- Without additional facilities, service will be less reliable and calls more likely to drop, particularly in buildings and vehicles because the facility cannot "see" users as easily
- Reliable wireless service is essential for reaching 911/emergency services quickly and connect users to recreation and business opportunities
- Updates to Codes are common and necessary over time

Telecommunications Act of 1996, 47 USC 332(c)(7)(B)

(i) The regulation of the placement, construction, and modification of personal wireless facilities by [Herriman]

(I) shall not unreasonably discriminate among providers of functionally equivalent services; and

(II) shall not prohibit or have the effect of prohibiting the provision of personal wireless services

Telecommunications Act of 1996, 47 USC 332(c)(7)(B)

- (iii) Any decision by [Herriman] to deny a request to place, construct, or modify personal wireless service facilities shall be in writing and supported by substantial evidence contained in a written record
- (iv) [Herriman may not] regulate the placement, construction, and modification of personal wireless service facilities on the basis of the environmental effects of radio frequency emissions to the extent that such facilities comply with the [FCC's] regulations concerning such emissions.

“Effect of Prohibiting”: Material Inhibition

- 2018 FCC Order: Denial of application has the effect of prohibiting wireless services when it “materially inhibits or limits the ability of any competitor to compete in a fair and balanced legal and regulatory environment”
- Applies to filling a gap in coverage as well as “densifying a wireless network, introducing new services or otherwise improving service capabilities”
- Barrier need not be insurmountable – merely an undue increase in the cost to build or operate a facility

Present Code: LDC § 10-16-1 – Permitted Uses

- Wireless telecommunications facilities are permitted uses in the M-1, M-2, and MU-2 zones, and conditional uses in all other zones save for RC
- However, footnote 41 to the Code **now** states that the facility “Must be located on public or quasi-public owned property or utility site, and not in public parks unless an exception is granted by the Planning Commission, subject to section 10-29-8 of this title.”
- Because such properties represent a small fraction of land in Herriman, requiring facilities only be on such properties materially inhibits service

Effects of the Proposed Amendment

- The proposed amendment will establish clear design requirements for wireless facilities to streamline applications and City review, which will accelerate the improvement of services
- The proposed amendment will ensure the Code is aligned with federal law
- The proposed amendment will balance the interests of residents against improving services where residents live, work, and play to the benefit of all Herriman residents

Effects of the Proposed Amendment

- Facilities must be at least 500' from all schools, playgrounds, parks, and other facilities, and at least 100% of their height away from any residential property line
- Preference in siting is given for facilities located on non-residential properties and existing structures/buildings and off exposed ridgelines
- Facilities shall not generate noise or light, shall have enclosed/screened equipment, and shall have screening landscaping and enclosures
- Free standing facilities will be limited to 80 feet.

For these reasons, and those presented by the City Planner and Staff, the proposed amendment to the Herriman Land Development Code will update the LDC to better match federal law on wireless telecommunications and allow for greater expansion of wireless services within Herriman by permitting facilities where services are most desperately required, to better connect first responders, businesses, and residents in Herriman.

Skyway Towers' Facility Will Close Service Gaps

Taft/

Why is a wireless facility needed near Herriman?

- There is no dedicated wireless facility near Zions Bank Stadium, and Salt Lake Real Academy, Salt Lake Community College, and Mountain View Highway from which T-Mobile can provide service
- Service is less reliable and calls are more likely to drop, particularly in buildings and vehicles because the facility cannot “see” users as easily
- Reliable wireless service is essential for reaching 911/emergency services quickly and connect users to recreation and business opportunities
- The proposed facility will host up to 4 carriers, giving residents more choices for their service provider and reducing the need for more facilities

Process for Adding Wireless Facilities

- Wireless carrier (T-Mobile) identifies gap in its service to fill
- Consultant creates search radius containing properties likely to fill gap
- Existing facilities suitable for “co-locations” prioritized – none available
- Candidate properties identified within search ring based on surrounding uses; topography (including buildings); local, state, and federal legal requirements; feasibility of property for use; availability
- Candidate property owners contacted

Proposed Location for Facility



Search Radius and Alternative Properties

Skyway identified five alternative parcels it considered for the Facility within or near its search ring; however, none of the parcels was both available and technically feasible, leaving the proposed property as the only viable options remaining that would close the service gap

Taft/



Alternative A: Providence Hall Stealth Facility

Because separate wireless antennas must be vertically separated to not interfere with each other, and this facility's design leaves it with no remaining pole space to which T-Mobile could attach antennas, this facility is unavailable

Taft/



Alternative B: Vacant Land Near SR-85

This property is owned by the City of Herriman, which has yet to determine how it wishes to develop it. Because the property currently has no utility services, development on the property would be unduly costly, burdensome, and infeasible for both Skyway and Herriman

Taft/



Alternative C: RSL Academy Parking Lot

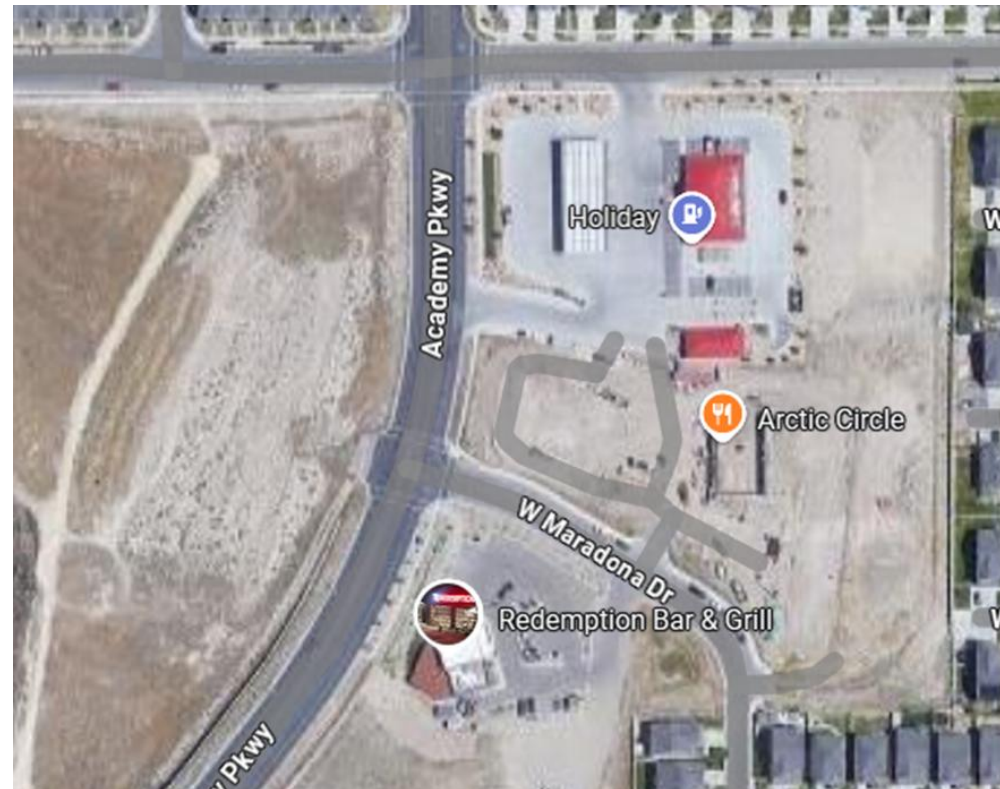
Real Salt Lake Training Academy did not respond to written and in-person requests for meetings to discuss placing a facility on their property, rendering such efforts futile



Alternative D: Academy Parkway Commercial Spaces

Skyway Towers contacted all property owners for properties in this subdivision. However, the owner of the proposed site was the only party who responded with interest, rendering deployment on the other parcels futile

Taft/



35

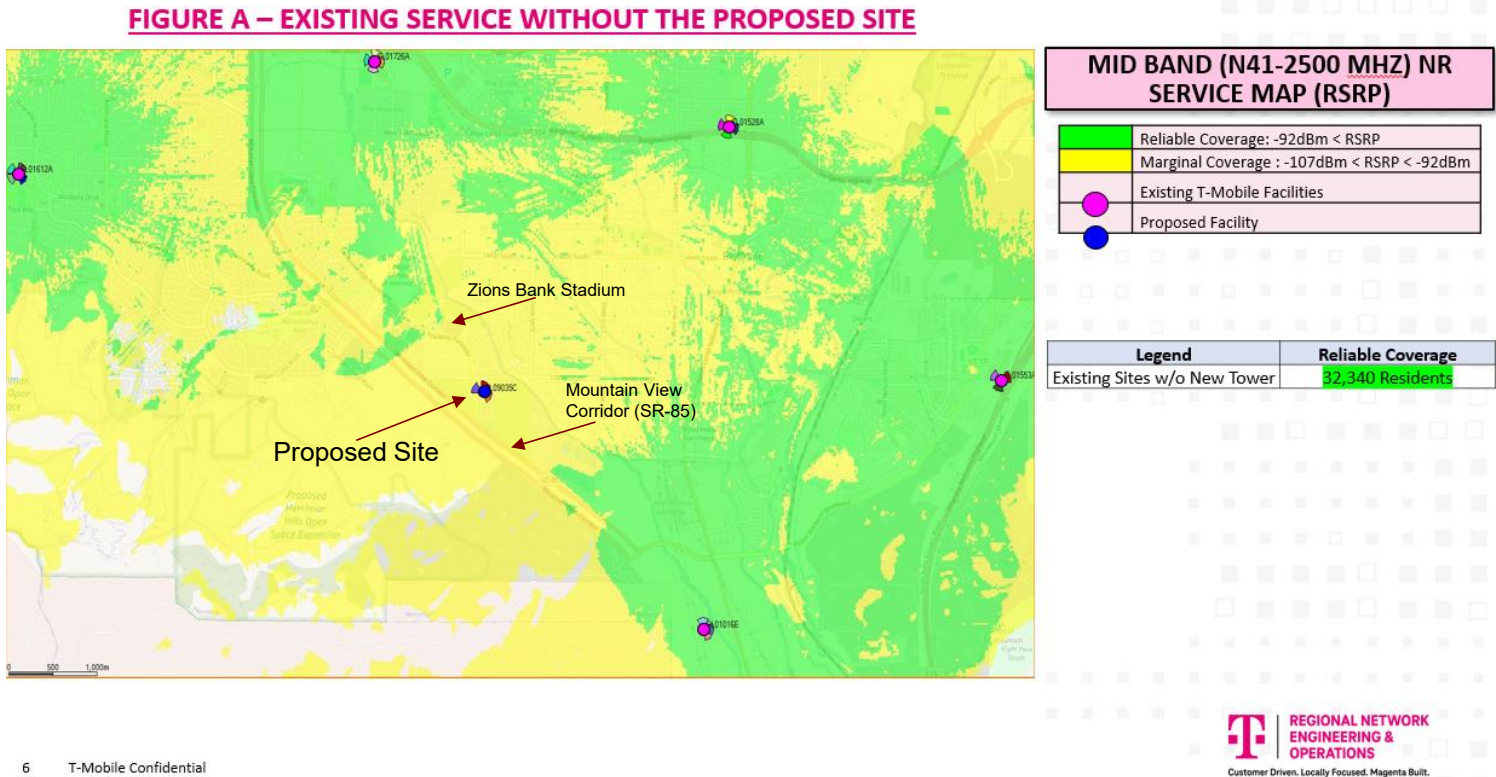
Alternative E: Verizon Wireless Water Tower Facility

This monopole facility is half a mile southeast of the proposed site and outside of T-Mobile's search radius in an area which already has good service. Collocating on this site would not close the service gap. The proposed site minimizes the number of additional facilities required



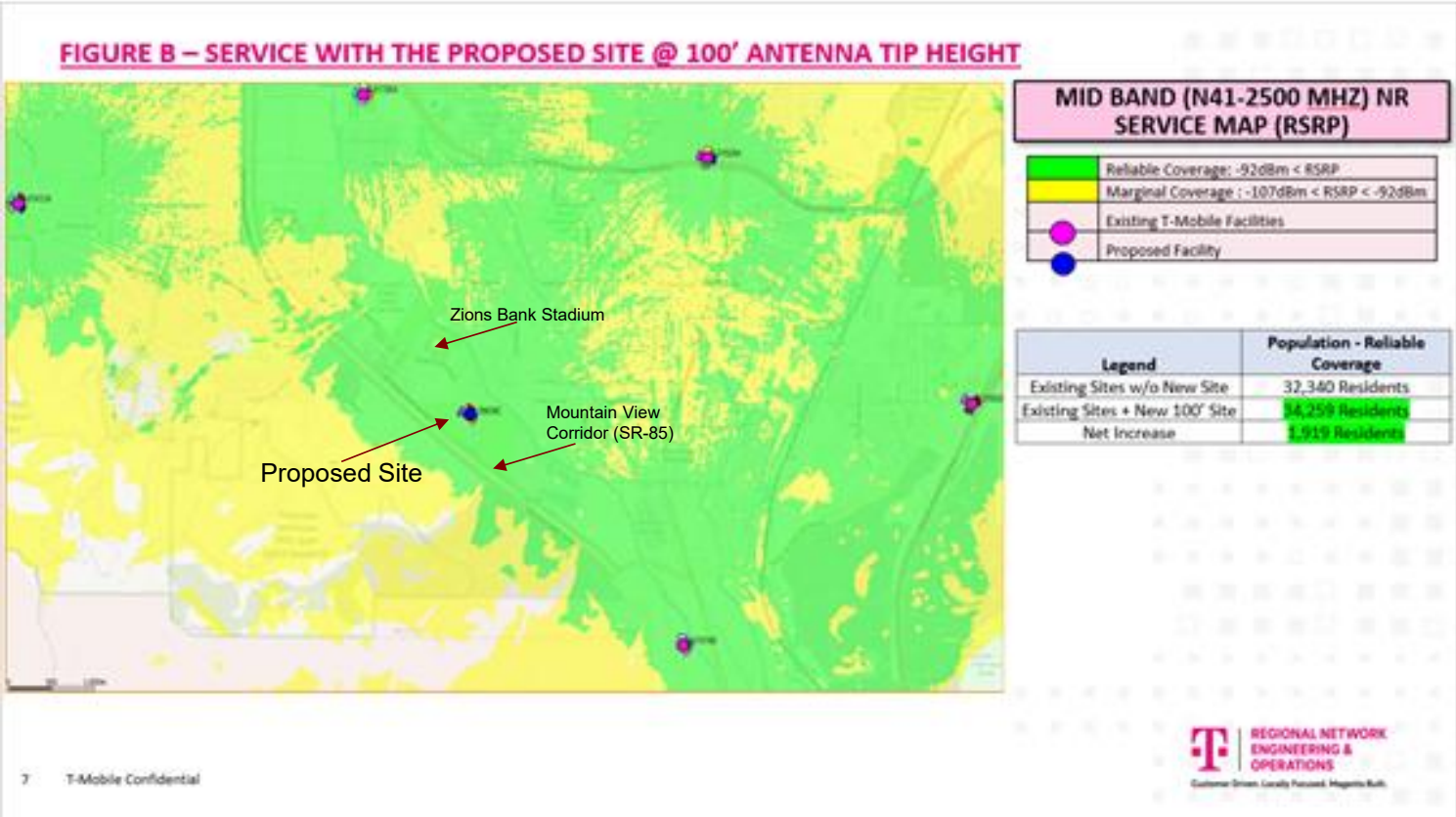
Present In-Building Coverage Without Facility

No wireless facility currently serves this part of Herriman for T-Mobile and other major wireless carriers, leaving a significant gap in wireless coverage and capacity



In-Building Coverage With Facility

The proposed Facility will fill the gap in coverage with 5G service between the existing facilities to the north and east



The Facility Fully Complies with Herriman's New/Proposed Code

- The Facility serves the goals of the Herriman City Comprehensive Plan by:
 - Protecting and promoting public health, safety, and welfare by ensuring residents can always connect with emergency/911 and healthcare services
 - Improving the deployment of high-speed Internet technology to drive economic growth
 - Improving property values by attracting new residents with improved connectivity and new opportunities

The Facility Fully Complies with Herriman's New/Proposed Code

- The Facility complies with all Herriman, state, and federal design and safety standards and requirements
- The Facility will produce no glare, dust, odor, nor noise, and have no adverse impact on water, air, or land quality
- The Facility complies with all setback and siting requirements and blends in with the surrounding commercial properties, and so will have minimal adverse impacts on neighboring properties while still closing the service gap
- At 80', the facility will be lower than previously requested, and consistent with the new Code.



EXISTING

PROPOSED

PREPARED FOR:



PREPARED 6/30/26 BY



**US-UT-09352
SKYWAY TOWERS
MONOPOLE TOWER
3492 MARADONA DR.
HERRIMAN, UT 84096**



VIEW ORIENTATION MAP



EXISTING

PROPOSED

PREPARED FOR:



PREPARED 6/30/25 BY



**US-UT-09352
SKYWAY TOWERS
MONOPOLE TOWER
3492 MARADONA DR.
HERRIMAN, UT 84096**



VIEW ORIENTATION MAP

Applicable Utah Law

- Utah Code § 10-9a-507 advises municipalities on conditional uses:
 - (1)(b) A municipality may not impose a requirement or standard on a conditional use that conflicts with a provision of this chapter or other state or federal law.
 - A denial will conflict with/violate Federal law, as described below.
 - 2(a)(i) A land use authority shall approve a conditional use if reasonable conditions are proposed, or can be imposed, to mitigate the reasonably anticipated detrimental effects of the proposed use in accordance with applicable standards.
 - Mitigation:
 - In C-2 area
 - Height limited to 80'
 - Painted to be stealth per new Code
 - Will allow for more co-locators
 - Will provide needed service in a high traffic area
 - Will alleviate resident concerns about poor service
 - Meets all new code requirements
 - (ii) The requirement described in Subsection 2(a)(i) to reasonably mitigate anticipated detrimental effects of the proposed conditional use does not require elimination of the detrimental effects.

Material Inhibitions of Service Violate Federal Law

- 2018 FCC Order: Denial of application has the effect of prohibiting wireless services when it “materially inhibits or limits the ability of any competitor to compete in a fair and balanced legal and regulatory environment” in violation of the federal Telecommunications Act
- Applies to filling a gap in coverage as well as “densifying a wireless network, introducing new services or otherwise improving service capabilities”
- Barrier need not be insurmountable – merely an undue increase in the cost to build or operate a facility, or an inability to improve service capabilities

Material Inhibitions of Service Violate Federal Law

- Skyway meets this test. Denying Skyway's application would materially inhibit wireless service:
 - A gap in T-Mobile's network exists in and around SE Herriman
 - Without it, T-Mobile and Skyway will be unable to improve service
 - Without improved coverage in SE Herriman, T-Mobile cannot compete with existing wireless provider in the area
 - No other properties are feasible for Skyway's use that would be able to adequately serve Herriman
 - There are no better locations on the property to maintain setbacks and integrate the Facility with existing commercial properties

Skyway's Facility Is the Least Intrusive Means Available to Close Service Gaps

- Denial of application has the effect of prohibiting wireless services when it (1) prevents applicant from closing a significant gap in service and (2) the proposed facility was the least intrusive means of doing so
- Does not require an exhaustive search, but merely a “good faith effort” to identify less intrusive alternatives
- The facility is near a highway and a mostly non-residential area.
- Skyway's proposal mitigates any “reasonably anticipated detrimental effects of the proposed use . . .” Utah Code § 10-9a-507(2)(a)(i)

Skyway's Facility Is the Least Intrusive Means Available to Close Service Gaps

- Skyway meets this test. A gap in coverage exists in south Herriman and the proposed Facility is the least intrusive means of closing it:
 - No other properties are feasible for Skyway's use that would be able to adequately serve Herriman
 - There are no better locations on the property to maintain setbacks and integrate the Facility with existing commercial properties
- **Under either test, denying Skyway's Application would effectively prohibit wireless services in violation of federal law**

Conclusion

This report demonstrates that, as a matter of radiofrequency engineering fact, T-Mobile and other wireless providers have a gap in their wireless coverage in and around Herriman, and the proposed Skyway Facility is necessary to fill that gap and improve wireless coverage in the area, particularly for first responders, businesses, and residents. No alternative properties are available to Skyway that would provide adequate coverage in Herriman and the Facility complies with all applicable requirements of Herriman's Code. For these reasons, Skyway's application should be approved by this Commission, subject to Council's approval of the new Code. Once approved, Skyway should be able to proceed with obtaining building permits.

Thank you for your
consideration

Taft/



STAFF REPORT

DATE: August 13, 2025

TO: The Honorable Mayor and Members of the City Council

FROM: Sheldon Howa, Planner II

SUBJECT: Review and consider an ordinance to amend Herriman City Code subsections §10-3-6(E) to include the storage of semi-trailers in the definition of “Recreational Vehicle Storage Yard,” and §10-13-4 to allow alternate fencing material and a fencing exception in the Manufacturing and Commercial Zones, and §10-30-5 to allow for an extension of time for “Temporary Uses” for seasonal attractions. (City File No. Z2025-062) – Michael Maloy, City Planner

RECOMMENDATION:

On June 16, 2025, the Planning Commission voted 6-0 to recommend **denial** of a request to amend subsection §10-3-6(E) of the Herriman City Code to (1) include the storage of semi-trailers in the definition of “Recreational Vehicle Storage Yard,” (2) amend subsection §10-13-4 of Herriman City Code to allow fence material alternatives and fence installation exceptions in Manufacturing and Commercial Zones, and (3) to amend subsection §10-30-5 of Herriman City Code to extend the duration of a “Temporary Use Permit” for seasonal attractions and exhibits.

The denial was primarily based on the Commission’s finding that the applicant’s request would be more appropriately addressed through a rezone to a more intense zoning designation, specifically the M-2 Manufacturing Zone, along with the creation of a new land use classification better tailored to the proposed businesses.

The recommendation of denial reflected the following staff recommendations and Planning Commission considerations:

1. Amendment to Section 10-3-6(E) – Land Use Definitions (Recreational Vehicle Storage Yard)

Staff Recommendation: Denial

Commission Action: Concurred with staff, finding the proposed use inconsistent with existing definitions and more appropriately suited to a new land use in a more intense zone.

2. **Amendment to Section 10-13-4(D)(3) – M-1 Manufacturing Zone (Alternate Fencing Materials)**

Staff Recommendation: Approval with conditions

Commission Action: While staff recommended approval with conditions, the Commission ultimately recommended denial. Although the Commission acknowledged some merit in the idea, it noted that the proposal would be more suitable as a separate, targeted initiative.

3. **Amendment to Section 10-13-4(E) – M-1 Manufacturing Zone (Visibility-Based Exception for Fencing)**

Staff Recommendation: Denial

Commission Action: Agreed with staff, citing concerns over the subjectivity and enforceability of the visibility-based standard as a justification for fencing exceptions.

4. **Amendment to Section 10-3-5(H) – Temporary Uses (Extension of Time)**

Staff Recommendation: Approval with conditions

Commission Action: Although staff recommended approval with conditions, the Commission voted to recommend denial due to concerns with the broader amendment. It also noted that amendments to the “Temporary Uses” regulation may be more appropriate as a separate, targeted proposal.

ISSUE BEFORE COUNCIL:

Should the City amend subsection §10-3-6(E), subsection §10-13-4, and §10-30-5 of Herriman City Code to allow for the storage of semi-trailers in a “Recreational Vehicle Storage Yard,” an exception to remove the fencing requirement and allow for an alternate fencing material in the Manufacturing and Commercial Zones and add a provision to allow for an extension of time for “Temporary Uses” for seasonal attractions.

BACKGROUND & SUMMARY:

Strangling Brothers Haunted Circus is a seasonal attraction that typically operates from late September to early November. The attraction consists of approximately thirty (30) semi-trailers and a 9,000-square-foot circus tent. The circus tent serves as a theatrical introduction, featuring immersive lighting, sound, and performance effects to establish the haunted circus theme. The semi-trailers are configured in a continuous maze-like layout, allowing patrons to walk through a series of interconnected trailers, each presenting a distinct haunted theme or scene. Transition areas between trailers may include outdoor fenced pathways and interactive scare zones.

Although the City ordinance allows for such attractions through a Temporary Use permit, the time allotted for a temporary use for a circus and similar attractions is ten (10) days. Due to this time limitation, the applicant has requested an amendment to §10-30-5 to allow for an extension of up to thirty-five (35) days of operation, as well as additional time for setup and removal of the attraction.

Due to the logistics of transporting the semi-trailers and other exhibits to the site each season, the applicant is requesting two (2) additional amendments to allow for the storage of the semi-trailers on-site during the “off-season” through a “Recreational Vehicle Storage Yard” land use. The applicant is proposing to amend the current definition of the “Recreational Vehicle Storage Yard” to include the storage of semi-trailers.

Additionally, the applicant has requested an amendment to §10-13-4, which would permit an alternative fencing type and an exception to the fencing requirement for the outdoor storage of materials in the M-1 Manufacturing Zone. Under the current development standards for outdoor storage in the M-1 Manufacturing Zone, all outdoor storage shall be screened by a six (6) foot masonry wall. The applicant is proposing an amendment that would allow for an eight (8) foot vinyl-coated chain link fence in lieu of the masonry fence requirement. They are also proposing an exception to the required fencing if the outdoor storage area is not visible from a public right-of-way, highway, or major pedestrian route.

The City published a public hearing notice on May 9, 2025, and mailed notices to all affected and registered entities with the City per State and City regulations. Prior to the publication of this report, staff had not received any public comment, either for or against the proposal.

DISCUSSION:

City Code 10-5-8. E. states, “A decision to amend the text of this title or the zoning map is a matter within the legislative discretion of the City Council as described in subsection 10-5-6A of this chapter. In making an amendment, the following factors should be considered:”

1. Whether the proposed amendment is consistent with the goals, objectives, and policies of the General Plan;
2. Whether the proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property;
3. The extent to which the proposed amendment may adversely affect adjacent property; and
4. The adequacy of facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, wastewater, and refuse collection.

AMENDMENTS:

Staff has reviewed the proposed amendments to the City’s Land Use Definitions and Development Standards, identifying key impacts and considerations for each. Regarding the proposed amendment to redefine “Recreational Vehicle Storage Yards” to allow semi-trailer storage in the M-1 Manufacturing Zone, staff found that the increased size and bulk of semi-trailers could create significant visual impacts, incompatibility with surrounding uses, and enforcement challenges distinguishing between storage and freight operations. Additionally, the proposed change would create redundancy with existing uses permitted in the M-2 Zone, undermining the existing zoning land use designations and leading to potential overreach of industrial activities. Consequently, the Planning Commission recommended denial of the amendment.

For the fencing requirements in the M-1 Zone, staff recognized that while an eight-foot vinyl-coated chain-link fence with privacy slats could be appropriate in limited contexts—such as internal storage areas within larger developments or where adjacent uses are compatible—the applicant’s proposal lacked objective standards to justify when such deviations would be appropriate. Similarly, a “Visibility-Based Exception” to perimeter fencing posed concerns related to public safety, site security, visual impacts from elevated vantage points, and the potential to diminish adjacent property values. Without clear safeguards, these amendments risk exposing surrounding properties to visual blight and operational nuisances. Therefore, the Planning Commission recommended denial of these proposals as well.

Conversely, the proposed amendment to establish a framework for temporary seasonal businesses addresses an existing gap in City regulations, providing opportunities for local economic development, community engagement, and flexible land use of underutilized properties. The amendment supports cultural and recreational events while imposing conditions to ensure compatibility with surrounding uses and public safety. While staff recommended approval of this amendment with clarifying standards—such as limiting the 35-day operating period to consecutive days and requiring traffic control assessments for large events—the Planning Commission ultimately recommended denial, expressing concerns over potential enforcement and operational impacts.

ALTERNATIVES:

The City Council may consider the following alternatives:

- **Deny Ordinance (Recommended)**—motion to deny the draft ordinance as proposed. Further Council could send the issues back to the Planning Commission to work out what changes could be made to address some of the issues identified in the report.
- **Approve Ordinance**—motion to approve the draft ordinance as proposed.
- **Approve Ordinance with Modification(s)**—motion to approve the draft ordinance with additional modifications identified by the City Council.
- **Continue Ordinance**—motion to continue the draft ordinance for further consideration. (Council may request staff to provide additional information if needed.)

FISCAL IMPACT:

Whereas the proposal does not financially obligate the City or impact the adopted Herriman City Bi-Annual Budget, staff finds no fiscal impact.

ATTACHMENTS:

- A. Draft City Code Amendment

HERRIMAN, UTAH
ORDINANCE NO. 2025 -

**AMENDMENTS TO TITLE 10 LAND DEVELOPMENT CODE AMENDING
SUBSECTION §10-3-6(E), SUBSECTION §10-13-4, AND SUBSECTION §10-30-5.**

WHEREAS, the City of Herriman, pursuant to Utah State Code, may adopt an ordinance to establish land development regulations (“Zoning”), which includes the adoption or amendment of Zoning text or map; and

WHEREAS, pursuant to Utah State Code, the Planning Commission (the “Commission”) shall prepare and recommend any Zoning text amendments to the City Council (the “Council”); and

WHEREAS, pursuant to the City of Herriman Land Development Code, the Commission shall hold a public hearing and provide reasonable notice at least ten (10) days prior to the said public hearing to recommend any Zoning text amendments to the Council; and

WHEREAS, a notice of a Planning Commission public hearing on a Zoning text amendment was posted in three (3) public locations and mailed to affected entities on or before May 9, 2025, for a meeting to be held on June 18, 2025, at 7:00 p.m.; and

WHEREAS, the Commission voted 6-0 to recommend denial of the Zoning text amendment in a public meeting held on July 18, 2025, at 7:00 p.m. in the City Council Chamber; and

WHEREAS, pursuant to Herriman City Code, it is the responsibility of the Council to consider the Zoning text amendment and the Commission’s recommendation in a public meeting; and

WHEREAS, a City Council public meeting was held on August 13, 2025, at 7:00 p.m. to discuss the Zoning text amendment; and

WHEREAS, the Council finds that it is in the best interest of the citizens of Herriman City to adopt the Zoning text amendment, which was recommended for denial by the Planning Commission and documented in City File number Z2025-062;

NOW, THEREFORE, be it ordained by the Herriman City Council for approval to amend the Herriman City Land Development Code, Title 10, as described in Exhibit “A”.

This Ordinance assigned Ordinance No. 2025-_____, shall take immediate effect as soon as it shall be published or posted as required by law and deposited and recorded in the office of the City Recorder.

PASSED AND APPROVED this 13th day of August 2025.

HERRIMAN CITY

ATTEST:

Mayor Lorin Palmer

Jackie Nostrom, City Recorder

Exhibit A

The following text is comprised of excerpts from various sections of Herriman City Code to provide context for this Ordinance. Only text marked by an underline or strike-through shall be amended by the codifier unless otherwise required to correct a scrivener's error, including but not limited to format, grammar, punctuation, and spelling.

TITLE 10 LAND DEVELOPMENT CODE

10-3-6(E) Industrial Uses

Recreational vehicle storage yard means a fenced facility or designated area used for the parking or storage of recreational vehicles, boats, trailers, campers, off-road vehicles, and other similar vehicles or equipment. Semi-trailers stored in such facilities shall be unoccupied and not used for freight hauling or commercial operations while stored. M1 Zone Recreational Vehicle Storage Yards may contain semi-trailers.

10-13-4 Uses Allowed

- A. *Permitted and conditional uses.* Permitted and conditional uses allowed in manufacturing zones shall be as set forth on the table of uses in HCC chapter 10-16. Permitted and conditional uses are indicated by "P" or "C," respectively. Uses not permitted are indicated by an empty box.
- B. *Accessory uses.* Permitted and conditional uses set forth in HCC chapter 10-16 on the table of uses shall be deemed to include accessory uses and activities customarily associated with and incidental and subordinate to a permitted or conditional use, subject to applicable provisions of this title.
- C. *Prohibited uses.* Any use not shown on the table of uses shall be prohibited unless the community development director determines the use is substantially the same as a permitted or conditional use as provided in HCC 10-5-9.
- D. *Businesses and uses; conditions.*
 - 1. Metal buildings shall be prohibited.
 - 2. Outdoor storage of materials, products, and equipment in the T-M zone shall be allowed only when incidental to an allowed use. Outside storage shall be screened by a minimum six-foot-high decorative precast masonry wall consistent with the fencing requirements set forth in HCC chapter 10-21.
 - 3. All outside storage shall be screened by a minimum six-foot-high decorative precast masonry wall or an eight-foot-high vinyl-coated chain-link fence with privacy slats consistent with the fencing requirements set forth in HCC chapter 10-21. No storage of material may exceed the height of the provided screening fence.
- E. Visibility-Based Exception to Fencing Requirements: A commercial or manufacturing property may be exempt from mandatory fencing requirements, in whole or in part, if all of the following criteria are met:
 - 1. Lack of Visibility: No more than 20 percent of the business structure or primary use area is visible from adjacent public streets, highways, or major pedestrian routes due to natural topography, elevation changes, existing buildings, or permanent landscaping in an M1 zone;

2. Minimal External Impact: The business use does not create visual clutter that would typically require screening from adjacent residential or public uses;
3. Alternative Delineation: Adequate visual delineation of the property boundary is maintained through landscaping, signage, or other non-fencing means;
4. No Adverse Impact: The absence of fencing will not have a negative impact on neighboring properties, traffic visibility, or public safety.
5. Application Process: The property owner or applicant must submit a written request for exemption to the Planning Department. The request must include:
 - a. A site plan showing the location of the business and proposed fencing alternatives;
 - b. A visibility analysis (photos or diagrams from street level); and
 - c. A brief narrative describing how the exemption meets the criteria above.
6. Review and Decision:
 - a. The Planning Department may administratively approve exemptions that clearly meet all criteria.
 - b. If discretion is required, the application shall be forwarded to the Planning Commission for review and final determination.

10-30-5 Development Standards; All Temporary Uses

The development standards set forth in this section shall apply to all temporary uses.

- A. *Access.* Specific locations shall be designated for the ingress and egress of vehicular traffic and ~~for~~ patron admission to promote the safety of patrons, ~~exclusion of~~ exclude persons not entitled to entry, and ~~enforcement of~~ enforce state and local laws and ordinances. The adequacy of such access locations shall be based upon the number of patrons reasonably expected to participate in a temporary use.
- B. *Inspection.* Authorized law enforcement officers, zoning enforcement officers, fire control officers, and other government personnel may inspect a temporary use at any reasonable time to determine compliance with the provisions of this chapter.
- C. *Insurance.* When deemed necessary by the community development director for public health and safety reasons, a temporary use permit applicant shall provide liability insurance for the benefit of the city. Such insurance shall:
 1. Name the city as an insured party;
 2. Hold the city harmless from any claim arising from personal injury or property damage resulting from the temporary use; and
 3. Provide that the insurance shall not be canceled prior to termination of a temporary use without first giving the city written notice of such cancellation at least ten business days in advance.
- D. *Location.* Except as otherwise provided in this subsection, a temporary use shall be allowed in any zone. The following uses shall be located only in a commercial or manufacturing zone listed, respectively, in HCC chapters 10-12 and 10-13:
 1. Christmas tree sales;
 2. Festival, show, exhibit, circus, carnival, outdoor dance, community fair, concert, or other activity of a similar nature; and
 3. Fireworks stand.

- E. *Owner approval.* The owner or lessee of property where a temporary use is proposed shall provide a written statement authorizing a proposed temporary use before a temporary use permit is issued.
- F. *Parking.* Off-street parking associated with a principal permitted or conditional use on the lot or parcel where a temporary use is located shall be made available for the temporary use. The property owner shall provide a written statement authorizing the use of such parking before a temporary use permit is issued.
- G. *Time limit.* The duration of a temporary use permit shall be as follows:
1. Auctions: three days per event and not more than four events per year.
 2. Christmas tree sales: 45 days, once per year.
 3. Farmer's market and produce stand: 90 days once per year.
 4. Festival, show, exhibit, circus, carnival, outdoor dance, community fair, concert, or other enterprise of a similar nature: ten days per event and not more than two events per year.
 5. Fireworks stand: 30 days, once per year.
 6. Model home and temporary construction office: for the duration of construction activity, so long as construction is diligently pursued and the office and/or model home are located on property under construction or development.
 7. Temporary retail sales: ten days per event and not more than four events per year.
- H. Extension of time for seasonal businesses: A Temporary Use Business Permit may be issued for a seasonal business, subject to the following conditions:
1. Duration: Shall not exceed thirty-five (35) operating days in any calendar year.
 - a. The Planning Commission may grant additional time for set-up and clean-up.
 2. Location: Permitted in Commercial or Manufacturing Zones (M-1) with adequate parking and emergency access.
 3. Application: An applicant shall submit a site plan, traffic and parking plan, and hours of operation.
 4. Standards:
 - a. Must comply with all applicable building, fire, and safety codes.
 - b. On-site signage and lighting must not create undue disturbance to nearby residential properties.
 5. Review and Approval: The permit must be approved by the Planning Department and Fire Marshal prior to operation.
- I. *Trash removal and restoration.* Within one day after the termination of a temporary use, all trash shall be removed, and within seven days, the temporary use site shall be restored to its prior condition.