



CITY COUNCIL AGENDA

Wednesday, September 10, 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. Presentation and discussion of a proposal to amend the Hidden Oaks Master Development Agreement (MDA) Design Guidelines for Cottage Homes by Ivory Development – Michael Maloy, Planning Director
- 2.2. Consideration of a Franchise Agreement with Senawave – Todd Sheeran, City Attorney
- 2.3. City Status Report – August 2025 – Trevor Ram, Assistant to the City Manager
- 2.4. Herriman City Continuity of Operations Plan “COOP” – Brent Adamson, Commander

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- 2.5. Salt Lake County Multi-Jurisdictional Hazard Mitigation Plan Volume 1 and 2 including Herriman City Annex – Brent Adamson, Commander

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.gov or by visiting Herriman.gov/agendas-and-minutes, where there is a link to fill out an online public comment form. Your statement will be incorporated into the public record.

6. City Council Reports

- 6.1. Councilmember Jared Henderson

- 6.2. Councilmember Teddy Hodges

- 6.3. Councilmember Sherrie Ohrn

- 6.4. Councilmember Terrah Anderson

7. Mayor Report

8. Reports, Presentations and Appointments

- 8.1. Mountain West Chamber of Commerce Presentation – Susan Schillings, Mountain West Chamber

9. Consent Agenda

- 9.1. Review and approval of the July 2025 financial summary – Kyle Maurer, Director of Finance and Administrative Services

9.2. Approval of a Resolution appointing Justun Edwards as an alternate member to the Trans-Jordan Cities Board – Jackie Nostrom, Deputy Director of Administrative Services/City Recorder

10. Discussion and Action Items

10.1. Review and consider an ordinance to (1) amend City Code subsection §10-3-5 to define “Retaining Walls”, “Subdivision Walls”, “Surcharge”, and “Building Height,” and (2) add subsection §10-29 to regulate the construction and placement of retaining walls – Michael Maloy, City Planner

10.2. Request from MLM Holdings, LLC to Renew/Update Land Transfer Agreement – Todd Sheeran, City Attorney

11. Future Meetings

11.1. Next Planning Meeting: September 17, 2025

11.2. Next City Council Meeting: September 24, 2025

12. Events

12.1. Hungry Herriman and Farmer’s Market: Monday Evenings @ Crane Park 5:00 p.m.

12.2. Inflatable Dash: Monday September 15, 2025 @ Crane Park 7:00 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. Recommittee 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 the 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

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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, Angela Hansen, 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 4th day of September, 2025.
/s/ Angela Hansen, Deputy City Recorder



STAFF REPORT

DATE: August 26, 2025

TO: The Honorable Mayor and City Council

FROM: Michael Maloy, Planning Director

SUBJECT: Presentation and discussion of potential amendments in the Hidden Oaks Master Development Agreement (MDA) to facilitate the development of “Cottage Home” plans by Ivory Development.

RECOMMENDATION:

Staff recommends that the conceptual proposal is worthy of formal consideration pending the Planning Commission’s review and recommendation of necessary amendments to the Hidden Oaks MDA Design Guidelines.

ISSUE BEFORE COUNCIL:

Should the City Council entertain a formal proposal from Ivory Homes to amend the Hidden Oaks Master Development Agreement to facilitate the potential development of single-family detached cottage homes within the master planned community?

ALIGNMENT WITH STRATEGIC PLAN:

Within the City Council’s *Strategic Plan*, the Council established the following objective for “new development” in Herriman:

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* (italics added).

As per the *Strategic Plan*, staff identified the following element in the current Herriman City General Plan regarding housing:

MH-4 A Mix of Housing Types to Support Community Well-Being

Herriman will support smaller homes on small lot sizes to create more yard space between homes built as detached dwellings (italics added).

BACKGROUND & SUMMARY:

Members of the Ivory Homes Development team have expressed interest in revisiting with the City Council a previous proposal to construct “cottage” style homes in the Hidden Oaks development.

During a work meeting in Fall 2024, members of the City Council indicated that they were not supportive of the proposal to construct 16 cottage-style homes on Silver Linden Drive without more specificity regarding product affordability and architectural compatibility. Since the City Council work meeting, Ivory Homes has successfully constructed dozens of cottage homes in other communities. Based on their experience, Ivory Homes has refined their plans and developed greater confidence in the performance and affordability of their cottage plans within the marketplace. As such, Ivory Homes is interested in renewing discussions on this subject with the City Council during the September 10, 2025, Work Meeting.

DISCUSSION:

During the prior discussion with Ivory Homes, the Council expressed concern that approval of the amendment may *not* result in smaller, more affordable homes on reduced lot sizes due to market forces. However, the Council did not preclude or discourage further consideration of the potential amendment if the applicant could reasonably address the identified concern. As such, the applicant has requested reconsideration of the proposal and seeks Council input in the preparation of a mutually acceptable plan.

An additional concern raised in the earlier discussion was how this change would impact the property immediately to the west? Would the housing sizes be compatible with the planned Olympia development. The units per acre should be similar to what we are seeing develop in Olympia.

If the City Council is favorable toward Ivory’s proposal, Ivory will then proceed with the MDA Modification Application process as it is outlined in section 5.16.4 of the Hidden Oaks MDA.

ALTERNATIVES:

Whereas this item is for discussion only, no Council action is required at this time. However, the applicant and staff request that the Council provide general direction on the suitability of the proposal and identify any concerns or modifications to be considered (by the applicant) before rescheduling the proposal for final Council review and decision during a future public meeting.

FISCAL IMPACT:

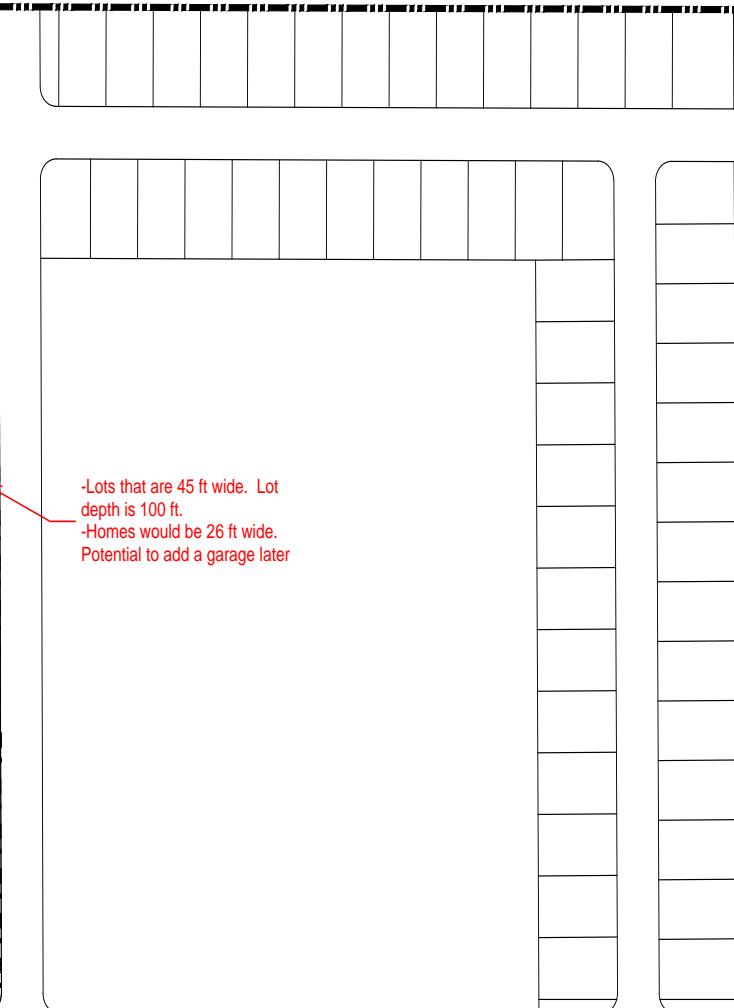
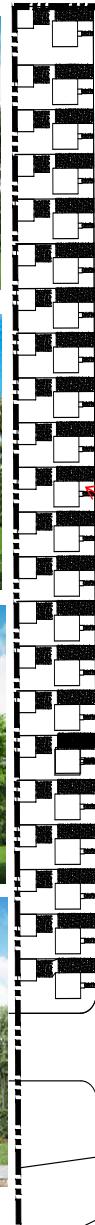
The proposal does not impact or obligate the City’s adopted or future budget. Furthermore, the marginal increase in the number of single-family homes without an accompanying increase in public infrastructure will generate additional revenues and offset maintenance costs.

ATTACHMENTS:

A. Conceptual Plan



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STAFF REPORT

DATE: August 26, 2025

TO: The Honorable Mayor and City Council

FROM: Todd Sheeran

SUBJECT: Consideration of a Franchise Agreement with Senawave.

RECOMMENDATION:

Discussion only.

ISSUE BEFORE COUNCIL:

Whether the Council should grant a franchise agreement to Senawave at some future date.

ALIGNMENT WITH STRATEGIC PLAN:

ES-7 (Consistent, safe, and reliable utility services)

CE 1.1 (Business support)

BACKGROUND/SUMMARY:

The City has been approached by Senawave, a telecommunications provider, requesting approval of a franchise agreement to allow the company to construct, maintain, and operate its facilities within the City's public rights-of-way. Under Utah law, municipalities have the authority to grant franchises for the use of public property, provided that such agreements are consistent with City Code and serve the public interest.

Senawave has agreed to enter into the City's standard franchise agreement template with some non-substantive modifications. The template contains uniform safeguards relating to rights-of-way use, construction standards, indemnification, insurance, and revenue provisions.

DISCUSSION:

The franchise agreement provides the following key terms:

1. **Grant of Franchise.** Senawave is authorized to install and maintain telecommunications facilities within City rights-of-way.
2. **Franchise Term.** The agreement provides for an initial ten-year term, followed by automatic five-year renewal terms, unless either party provides notice of non-renewal.

3. **Franchise Fees.** Senawave will pay the Municipal Telecommunications License Tax of 3.5% of gross receipts derived from telecommunications services within the City, as required by state law. For other wireline services, Senawave will pay a 5% license fee.
4. **Application Fee.** Senawave will pay a \$3,000 application processing fee at the time of execution of the agreement.
5. **Use of Rights-of-Way.** Senawave is required to obtain necessary permits, coordinate with City projects, restore disturbed areas, and comply with all applicable City ordinances.
6. **Insurance and Indemnification.** Senawave must maintain comprehensive insurance coverage and indemnify the City against claims arising from its operations.
7. **Audit Rights.** The City may audit Senawave's records to confirm accurate payment of fees.
8. **Non-Exclusive Agreement.** The franchise is non-exclusive, allowing the City to grant similar agreements to other providers.

Senawave is requesting to deviate from the template by adding a provision that requires the City to "provide competitively neutral access to its facilities and the public right-of-way," and change the bonding and restoration requirements. The attached franchise agreement shows the language they are proposing.

ATTACHMENTS:

Franchise Agreement with Senawave's Redlines

TELECOMMUNICATIONS FRANCHISE AGREEMENT

This Telecommunications Franchise Agreement (“Agreement”) is between Herriman City, a Utah municipal Corporation (“City”), and _____ (“Company” or “Provider”). This Agreement is effective on the date that the last party executes this Agreement as indicated by the date stated under that party’s signature line (“Effective Date”).

RECITALS

A. The Provider desires to establish and provide a telecommunications network in the City’s right-of-way (“City ROW”).

B. The Provider is subject to the Municipal Telecommunications License Tax Act found in Utah Code § 10-1-401 *et seq.*, and the Provider is subject to applicable City ordinances.

C. The City, in exercise of its management of City ROW, believes that it is in the best interest of the public to grant the Provider a nonexclusive franchise to operate a telecommunications network in the Herriman City limits.

Therefore, the parties agree as follows:

AGREEMENT

1. **Incorporation of Recitals.** The foregoing preambles and all other recitals set forth herein are made a part hereof by this reference.

2. **City Code.** The City has adopted applicable City ordinances (“Ordinances”) and the Provider acknowledges that it has had an opportunity to read and become familiar with those Ordinances. The parties agree that the provisions and requirements of the Ordinances are material terms of this

Agreement, and that each party agrees to be contractually bound to comply with the terms contained in those Ordinances and this Agreement. The definitions in the Ordinances shall apply herein unless a different meaning is indicated. Nothing in this Section shall be deemed to require the Provider to comply with any provision of the Ordinances which are determined to be unlawful or beyond the City's authority. If any term or condition of this Agreement shall be in conflict with any applicable State or federal laws, City ordinances, rules, or regulations, then the provisions of such laws, ordinances, rules, or regulations shall govern and control.

3. Amendments to City Code. Nothing herein shall prevent the City from lawfully amending its ordinances from time to time, and the City's governing body may deem necessary. Provided, however, the City shall not enact any amendments to the Ordinances that will adversely impact the Provider without allowing the Provider at least 30 days to comply with the amendment. The City shall provide the Provider notice and an opportunity to be heard concerning any proposed amendment, and shall not enact any amendment which materially alters the rights and obligations of the parties, or that is in conflict with any material term of this Agreement. If there is any inconsistency between the Provider's rights and obligations under the Ordinances, as amended, and this Agreement, the provisions of this Agreement shall govern during the term of this Agreement in which the ordinance amendment was adopted, but the ordinance amendments so adopted shall govern during subsequent renewal terms of this Agreement, if any. The parties agree to comply with any such lawful governing amendments.

4. Franchise Description, No Assignment. The Telecommunications Franchise provided hereby shall confer upon the Provider,

subject to the City's receipt of monetary and services compensation and the Provider's compliance with the terms of this Agreement, the nonexclusive right, privilege, and Franchise to construct, operate, and maintain a telecommunications network in, under, above, and across the present and future City ROW. The City shall authorize the locations of Provider's facilities in City ROW. The grant of this Franchise does not include the services of provider "dark fiber" to end users. The Provider shall not permit the use of its fiber-optic system, its duct or pathways, its pole attachments or any plant equipment in City ROW in any manner that would avoid or seek to avoid the need for a franchise from the City for a business or other person. The Provider shall not provide services directly regulated by the Utah Public Service Commission (PSC) unless authorized by the PSC. Provider shall not operate a cable system as defined in the Cable Communications Policy Act of 1984 without first having obtained a separate cable franchise from the City for such cable system. The Franchise granted herein does not grant the Provider the right, privilege, or authority to engage in community antenna (or cable) television business; although, nothing contained herein shall preclude the Provider from (1) permitting those with a cable franchise who are lawfully engaged in such business to utilize the Provider's System within the City for such purposes; or (2) from providing such service in the future if an appropriate franchise is obtained and all other legal requirements have been satisfied. The rights granted by this Franchise may not be subdivided, assigned, or subleased from any other person unless agreed to in writing by the City, unless to an entity succeeding to or acquiring substantially all of the assets of the Provider, in which case the City's

permission is not required. Notwithstanding the foregoing sentence, where the City's permission is required, the City may

condition, deny, or delay approval of an assignment, sublease, or subdivision of the rights granted herein for any reason.

5. **Licenses.** The Provider acknowledges that it has obtained the necessary approvals, licenses or permits required by federal and state law to provide telecommunication services consistent with the provisions of this Agreement and with the Ordinances.

6. **Relationship.** Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner that would indicate any such relationship with each other.

7. **Facilities.** “Company facilities” or “facilities” shall include, but not be limited to a network of fiber optic cables and all related property, including conduit, carrier pipe, cable fibers, repeaters, power sources, poles, and other attachments and appurtenances necessary for the telecommunications system located within the Public Ways within the City limits, whether located above or below ground, currently or in the future owned or operated or otherwise controlled by the Provider needed to provide telecommunications service. “Dark fiber” is optical fiber infrastructure cabling and repeaters that is currently in place but through which light pulses are not being transmitted.

8. **Franchise Fee.**

a. For and in consideration of the Franchise, Company shall pay the Municipal Telecommunications License Tax of 3.5% on Company’s Gross Receipts from telecommunications services attributed to or services within the City in accordance with the Municipal Telecommunication License Tax Act (“MTLTA”) (Utah Code §§ 10-1-

401 to 10-1-410), as amended. Should the MTLTA be replaced, amended, or superseded by subsequent legislation, the Company shall pay any fees or taxes authorized by such subsequent legislation. All such payments shall be made to the Utah State Tax Commission, and sent as follows:

Utah State Tax Commission
210 North 1950 West
Salt Lake City, Utah 84134

b. If the Municipal Telecommunication License Tax may no longer be lawfully collected, then to the extent allowed by law and except as otherwise agreed by the parties, the Provider shall pay to the City a tax levy or franchise fee of three and one-half percent (3.5%) of its gross receipts derived from local telephone or other telecommunications services provided to Provider's subscribers within the City ("Default Franchise Fee"), but does not include revenue from any taxes or fees imposed directly upon the customer by any governmental entity which is, or may be collected by the Provider, or any services, including but not limited to internet access service, as prohibited by law. "Gross receipts" for purposes of this subsection, also does not include sales, if any, at wholesale by Provider to another franchisee of the City who is separately responsible for paying a franchise fee on its gross receipts derived from the use of Provider's Facilities. The City and Provider agree to meet, confer, and negotiate about any amendments to this Agreement as shall be necessary to accommodate the change or elimination of the Municipal Telecommunications Act or the taxes or fees provided for under the Act.

c. For all wireline services other than telecommunications services under the Municipal Telecommunication License Tax, the

Provider shall pay to the City a license fee of five percent (5%) of its Gross Receipts derived from such services provided within the City to compensate the City for use of its public rights-of-way, streets, and roads. Such fees shall terminate if the license fee charged for Company's services hereunder is expressly preempted in all material respects by a tax under new state or federal law on all of the same services provided by Company.

d. Where mutually agreed upon between both parties, the Company may enter into an agreement with the city to purchase an unutilized conduit asset at an agreed upon value. Conduit assets purchased under this option are to be utilized by the Company and subject to all terms of the franchise agreement.

9. Application Processing Fee. Upon execution of this Agreement, the Provider shall pay a \$3,000.00 application processing fee. The Provider may offset the franchise fee paid pursuant to Section 8, up to the amount of the application processing fee paid to the City.

10. Additional Fees and Taxes. The Provider shall, after due notice from the City, pay any additional fees or taxes applicable to the Provider and its facilities in the City adopted by the City hereafter.

11. Audit. The Provider shall keep thorough and accurate books and records showing all of its collections of money for its services and business transactions which it provides to persons and entities within the City and shall make such information available to the City (or its contractors, employees, officials, agents, etc.) for inspection upon three days' notice. The Provider shall

keep this information for at least three years after the termination of this Agreement.

12. Term and Renewal. The Franchise granted to the Provider shall be for a period of ten (10) years commencing on the first day of the month following the Effective Date (“Initial Term”). At the end of the Initial Term, the term shall automatically renew upon the same terms and conditions as contained in this Agreement for an additional five (5) year term (“Renewal Term”). Renewal Terms may be for an unlimited number of terms (the Initial Term and Renewal Terms will be collectively referred to as “Term”). Either party may not renew a Term upon giving the other party 60 days’ notice before the termination of that Term.

13. Rights and Duties of Provider Upon Termination or Revocation. Upon termination or revocation of this Agreement, the Provider shall have the right to remove its equipment and facilities from City ROW. In such event, it shall be the duty of the Provider to immediately restore City ROW in as good of condition as the same was before the removal was affected.

14. Use of Poles and Overhead Structures. The City shall have the right, without any cost to the City, to use all poles owned by the Provider within the City for any public uses, such as fire alarms and police signal systems; provided, however, any said uses by the City shall be for activities owned, operated, or used by the City for any public purposes and shall not include the provision of telecommunications service to third parties. The Provider shall not attach to, or otherwise use or commit to use any City-owned pole or structure unless a separate agreement has been executed by the parties.

15. **Limitations on Use Rights.** Nothing in this Agreement shall be construed to require the Provider to increase pole capacity, alter the manner in which the Provider attached equipment to the poles, or alter the manner in which the Provider operates and maintains its equipment. Such City attachments shall be installed and maintained in accordance with the reasonable requirements of the Provider and the current National Electrical Safety Code. City attachments shall be attached or installed only after written approval by the Provider, which approval will be processed in a timely manner and will not be unreasonably withheld.

16. **Maintenance of City Facilities.** The City's use rights shall also be subject to the parties reaching an agreement regarding the City's maintenance of the City's attachments.

17. **Police Powers.** The City expressly reserves, and the Provider expressly recognizes, the City's right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as the City may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties.

18. **Work in City ROW.** The Provider shall comply with and follow the City's land disturbance permit process before performing any work in City ROW. The City shall have the discretion on location of Provider Facilities in City ROW.

a. *Compliance with Laws.* The Provider shall obtain all required permits or approvals for construction, maintenance, and operations, and shall at all times be subject to comply with all applicable laws, statutes, rules, regulations, standards, and procedures. The City may inspect the

manner of such work and require remedies the terms of any City ordinance, regulation, or requirement, the City shall give the Provider written notice of such noncompliance and time for correction.

b. *Status Reports.* All work in City ROW shall be done in a safe manner and shall follow City regulations. Upon the City's request, the Provider will provide the City with a status report of such measures.

c. *Minimum Interference.* All facilities constructed by the Provider shall be located to cause minimum interference with and injury to (i) public use of City ROW, (ii) the City's water infrastructure, storm water infrastructure, streetlights, or any other municipal use of the City's ROW, and (iii) trees and other natural features.

d. *Workmanlike Manner.* The installation, maintenance, renovation, and replacement of the Provider's facilities in City ROW shall be performed in accordance with the City's engineering standards and in a good and workmanlike manner.

e. *Emergency Repairs.* In an emergency event in which the Provider needs to cut or excavate a City ROW, and in which the Provider must act immediately and is unable to obtain an encroachment permit from the City beforehand, the Provider shall provide the City's Public Works Department with notification of such work as soon as practicable.

f. *Damage to Public Property.* If, during the course of installation, removal, inspection, or work on its facilities, the Provider causes damage to or alters any public property or equipment, the Provider shall (at its own cost and expense, and in accordance with City regulations) replace and restore it to as good as condition as existed

before the work commences and within such reasonable time as the City shall require, and shall be liable to the City for any reasonable costs and expenses incurred by the City as a result of such damage or alteration.

g. *Removal and Protection of City Property.* No City property shall be removed from City ROW, including signage on utility poles, without prior permission from an authorized representative of the City.

h. *Safety.* The Provider shall, at all times, operate, repair, and maintain its facilities in a safe and careful manner.

i. *Relocation.* Whenever the City shall, in the interest of public convenience, necessity, health, safety, or general welfare of the residents, require the inspection, maintenance, repair, relocation, or reinstallation of any of the Provider's facilities in City ROW, the Provider shall, upon not less than 90 days prior notice, promptly commence and diligently complete such work to remove, relocate, or reinstall such facilities as may be necessary to meet the requirements of the City.

j. *Installations.* The Provider will be permitted to install facilities underground in City ROW. Within 30 days of installing such facilities, the Provider shall provide the City GIS coordinates and as-built drawing of the facilities in a form acceptable to the City. The Provider shall, when undertaking a project of placing its facilities, cooperate with other utilities, agencies, or companies which have their lines overhead to have all lines placed underground as part of the same project. When other companies are placing their lines underground, the Provider shall, where feasible, cooperate with these companies and undertake to place its facilities underground as part of that same project.

k. *Prohibitions.* Except as otherwise provided herein, the Provider's facilities shall be so located and constructed as not to do any of the following acts:

- i. Interfere with access to or use any water or fire hydrant;
- ii. obscure the view or interfere with the installation of any traffic-control device or traffic or information sign or signal;
- iii. Cross any water or sewer line except at a 90-degree angle, except in accordance with a specific permit for such crossing issued by the City;
- iv. Damage irrigation or landscaping owned or maintained by the City;
- v. Damage any communication lines owned or maintained by the City; and
- vi. Install facilities in the paved sidewalk or park strip
- vii. area, unless authorized in advance by the City.

l. *Damage to Other's Facilities.* During construction or maintenance, if the Provider causes damage to or a break in any lines

m. *Removal and Relocation.* The City shall have the authority to require the Provider to remove or relocate any facility in violation of this Agreement at the Provider's sole expense. Such relocation or removal shall be completed within 60 days (or other period of time as the parties may mutually agree) of written notice from the City. The notice shall

prescribe the area where the facility is located and any other special conditions deemed reasonably necessary by the City.

n. *Hazardous Materials.* If contaminated or hazardous material is discovered within or adjacent to the City ROW, the Provider shall stop work in that affected area, notify the City Engineer immediately, and submit an accurate written report of the facts surrounding the encounter to the City Engineer.

o. *City's Rights to Perform.* If the Provider fails to perform any obligation under this Agreement, then the City shall have the right to, but not the obligation, to perform any of the obligations contained herein upon 15 days prior written notice to the Provider. The City shall be reimbursed for any work performed within 30 days after receipt of a detailed invoice for the work performed. This right shall survive the termination of this Agreement.

19. **Severability.** If any section, sentence, paragraph, term or provision of this Agreement or the Ordinances is for any reason determined to be or rendered illegal, invalid, or superseded by other lawful authority, including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof, or is determined to be unconstitutional, illegal or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision, all of which shall remain in full force and effect for the term of this Agreement or any renewal or renewals thereof. If the invalidated portion is considered a material consideration for entering into this Agreement, the parties will negotiate, in good faith, an amendment to this Agreement. As used herein,

“material consideration” for the City is its ability to collect the Franchise Fee during the term of this Agreement and its ability to manage the City ROW in a manner similar to that provided in this Agreement, the Ordinances, and the City’s encroachment permit process. For the Provider, “material consideration” is its ability to use the City ROW for telecommunication purposes in a manner similar to that provided in this Agreement, the Ordinances, and the City’s encroachment permit process.

20. **Termination.** This Agreement may be terminated at any time by mutual consent between the parties. The City may terminate this Agreement upon 90 days prior written notice to the Provider for any of the following reasons:

a. *Failure to Make Payments.* The Provider fails to make timely payments of any fees in this Agreement and does not correct such failure within 30 calendar days after written notice by the City of such failure. Any payment made pursuant to such request shall not be deemed to constitute a waiver of the City’s right to challenge the calculation of the franchise fee.

b. *Breach.* The Provider, by act or omission, materially violates a material duty herein set forth in any particular within the Provider’s control, and with respect to which redress is not otherwise herein provided. In such event, the City may determine, after hearing, that such failure is of a material nature, and thereupon, after written notice giving the Provider notice of such determination, the Provider shall, within 60 calendar days of such notice, commence efforts to remedy the conditions identified in the notice and shall have 90 calendar days from the date it receives notice to remedy the conditions. After the expiration of such 90-

day period and failure to correct such conditions, the City may declare the Franchise forfeited and this Agreement terminated, and thereupon, the Provider shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and provided further, that in the event such failure is of such nature that it cannot be reasonably corrected within the 90-day time period provided above, the City shall provide additional time for the reasonable correction of such alleged failure if the reason for the noncompliance was not the intentional or negligent act or omission of the Provider.

c. *Bankruptcy.* The Provider becomes insolvent, unable or unwilling to pay its debts, is adjudged bankrupt, or all or part of its facilities should be sold under an instrument to secure a debt and is not redeemed by the Provider within 60 days.

21. Third Party Beneficiaries. The benefits and protection provided by this Agreement shall inure solely to the benefit of the City and the Provider. This Agreement shall not be deemed to create any right in any person who is not a party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of a party hereto).

22. City Representative and Address. The City Engineer or his or her designee(s) shall serve as the City's representative regarding administration of this Agreement. Unless otherwise specified herein or in the Ordinances, all notices from the Provider to the City pursuant to or concerning this Agreement, shall be delivered to the City's representative at 5535 West Herriman Main

Street, Herriman, Utah 84065, or such other officer and address as the City may designate by written notice to the Provider.

23. Provider Representative and Address. The _____ shall serve as the Provider's representative regarding administration of this Agreement. All notices from the City to the Provider shall be delivered to the following address:

24. Insurance.

a. Before the Effective Date, the Provider shall file with the City a certificate of insurance, and thereafter continually maintain in full force and effect at all times for the Term of this Agreement at the expense of the Provider, a comprehensive general liability insurance policy, including underground property damage coverage, written by a company authorized to do business in the State of Utah with an A.M. Best rating of at least A-IX protecting the City against liability for loss of bodily injury and property damage occasioned by the installation, removal, maintenance or operation of the communications system by the Provider in the following minimum amounts:

i. \$2,000,000.00 combined single limit, bodily injury and real property damage in any one occurrence.

- ii. \$3,000,000.00 aggregate.
- b. The Provider shall also file with the City Recorder and City Engineer a certificate of insurance for a comprehensive automobile liability insurance policy written by a company authorized to do business in the State of Utah with an A.M. Best rating of at least A-IX protecting the City for all owned, non-owned, hired and leased vehicles operated by the Provider, with limits not less than \$2,000,000.00 each accident, single limit, bodily injury, and property damage combined.
- c. The Provider shall also maintain, and by its acceptance of any franchise granted herein, specifically agrees that it will continually maintain throughout the Term workers compensation and employers' liability, valid in the State of Utah, in the minimum amount of the statutory limit for workers compensation but no less than \$500,000.00 for employer's liability.
- d. All liability insurance required pursuant to this Section, except for employers' liability, shall name the City as additional insureds and shall be kept in full force and effect by the Provider during the Term and until after the removal or abandonment with the approval of the City Engineer, all facilities installed by the Provider. Failure to maintain continuously the required insurance shall constitute a material breach of this Agreement. All policies shall be endorsed to give the City 30 days written notice of the intent to cancel by either the Provider or the insurance company. The Provider may utilize primary and umbrella liability insurance policies to satisfy the requirements of this Section.

25. **Indemnification.** The Provider agrees to indemnify, defend and hold the City harmless from and against any and all claims, demands, liens, and all liability or damage of whatsoever kind on account of or arising from the Provider's acts or omissions pursuant to or related to this Agreement, and to pay any and all costs, including reasonable attorneys' fees, incurred by the City in defense of such claims. The City shall promptly give written notice to the Provider of any claim, demand, lien, liability, or damage, with respect to which the City seeks indemnification and, unless in the City's judgment a conflict of interest may exist between the parties with respect to the claim, demand, lien, liability, or damage, the CITY shall permit the Provider to assume the defense of such with counsel of the Provider's choosing, unless the City reasonably objects to such counsel. Notwithstanding any provision of this Section to the contrary, the Provider shall not be obligated to indemnify, defend or hold the City harmless to the extent any claim, demand, lien, damage, or liability arises out of or in connection with grossly negligent acts or omissions of the City.

26. **Equal Treatment.** The City shall provide competitively neutral access to its facilities and the public right-of-way, ensuring that no telecommunications provider is subject to more or less favorable or burdensome requirements or conditions compared to any other competing telecommunications provider. The Provider, in turn, agrees not to engage in any illegal, deceptive, or unfair trade practices.

26.27. **Bond.** The Provider shall post with the City a security fund in the form of a surety bond in the amount of \$50,000.00 ("Bond Amount"). It is the Provider's responsibility to maintain this security fund throughout the Term. Nothing in this Section shall preclude or prevent the City from requiring an

~~additional bond amount pursuant to other City ordinances, such as the land disturbance permit process.~~

a. Except as expressly provided herein, the Provider shall not be required to obtain or maintain bonds or other surety as a condition of being awarded the Franchise or continuing its existence. Use. The City may draw on, or make a claim against, the Bond Amount to ensure the provider's faithful performance of its obligations of this Agreement in accordance with applicable laws. If the Provider fails to perform its obligations under this Agreement in any respect, including making any payment to the City as required by this Agreement, the City may, after 30 days written notice to the Provider, withdraw or make a claim on the Bond Amount. The City shall notify the Provider of any amount and date of any such withdrawal.

27.a. Notwithstanding the above provisions, the Provider shall be responsible for standard performance bonds and insurance required for encroachment permits for work done within Public Ways.

a. *Restoration of Bond.* Within 15 calendar days after the City gives the Provider written notice that an amount has been withdrawn from the Bond Amount, the Provider must restore the balance of the Bond Amount. Failure to restore these funds shall be considered a material breach of this Agreement.

b. *Return of Funds.* If this Agreement terminates for any reason and the Provider has ceased to provide service in the City, the balance of the security fund that remains following the satisfaction of all Provider's obligations shall be returned to the Provider. The City shall be under no

~~obligation to return funds until sufficient time has elapsed for the City to determine that all such obligations have been satisfied, which shall not be longer than 90 days from termination or the cessation of services in the City.~~

28. General Provisions.

a. *Binding.* This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, personal representatives, successors and assigns.

b. *Utah Law.* This Agreement shall be controlled, construed and enforced in accordance with the laws of the State of Utah. The parties agree that the venue of any action arising out of this Agreement shall be in Salt Lake County, Utah.

c. *Amendments.* This Agreement may be amended or modified only by a written instrument executed by both parties.

d. *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 Provider represents and warrants 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. The parties 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. The Provider represents to City that by entering into this Agreement that the Provider has bound all persons and entities

having a legal or equitable interest to the terms of this Agreement as of the Effective Date.

e. *Entire Agreement.* This Agreement supersedes any other agreements, either oral or writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and Agreements between the parties with respect to said services.

In witness whereof, this Agreement has been executed by the parties effective on the date stated under that party's signature line.

CITY

Signature: _____

Print Name: _____

Title: _____

Date: _____

Approved as to form:

City Attorney

PROVIDER

Signature: _____

Print Name: _____

Title: _____

Date: _____

State of _____)

§

County of _____)

On this ____ day of _____, 20____, personally appeared

before me _____ (*name of document signer*),

whose identity is personally known to me (or proven on the basis of

satisfactory evidence) and who by me duly sworn/affirmed, did say that

he/she is the _____ (*title of office*) of

_____ (*name of*

corporation) and that said document was signed by him/her in behalf of said

Corporation by Authority of its Bylaws, or (Resolution of its Board of

Directors), and said _____ (*name of document*

signer) acknowledged to me that said Corporation executed the same.

Notary Public



STAFF REPORT

DATE: August 27, 2025

TO: The Honorable Mayor and City Council

FROM: Trevor Ram

SUBJECT: City Status Report – August 2025

RECOMMENDATION:

Staff recommend acceptance of the City Status Report.

ISSUE BEFORE COUNCIL:

Should the City Council accept the City Status Report for August 2025?

ALIGNMENT WITH STRATEGIC PLAN:

CE 2 – Promote trust in government.

BACKGROUND/SUMMARY:

This is the City Status Report for August 2025.

DISCUSSION:

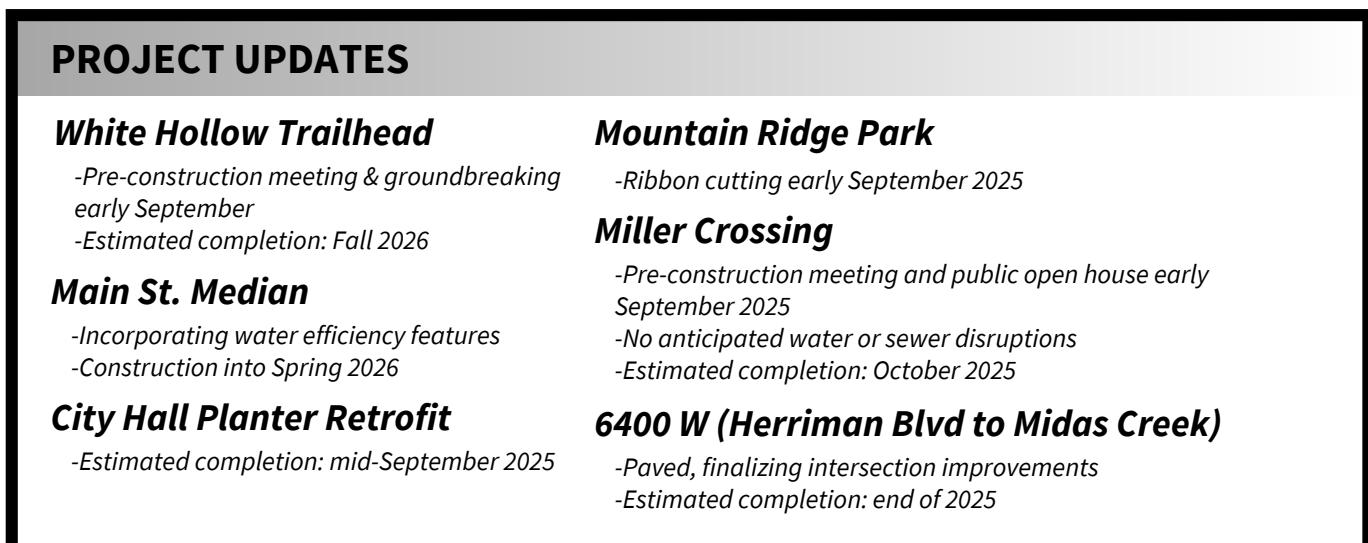
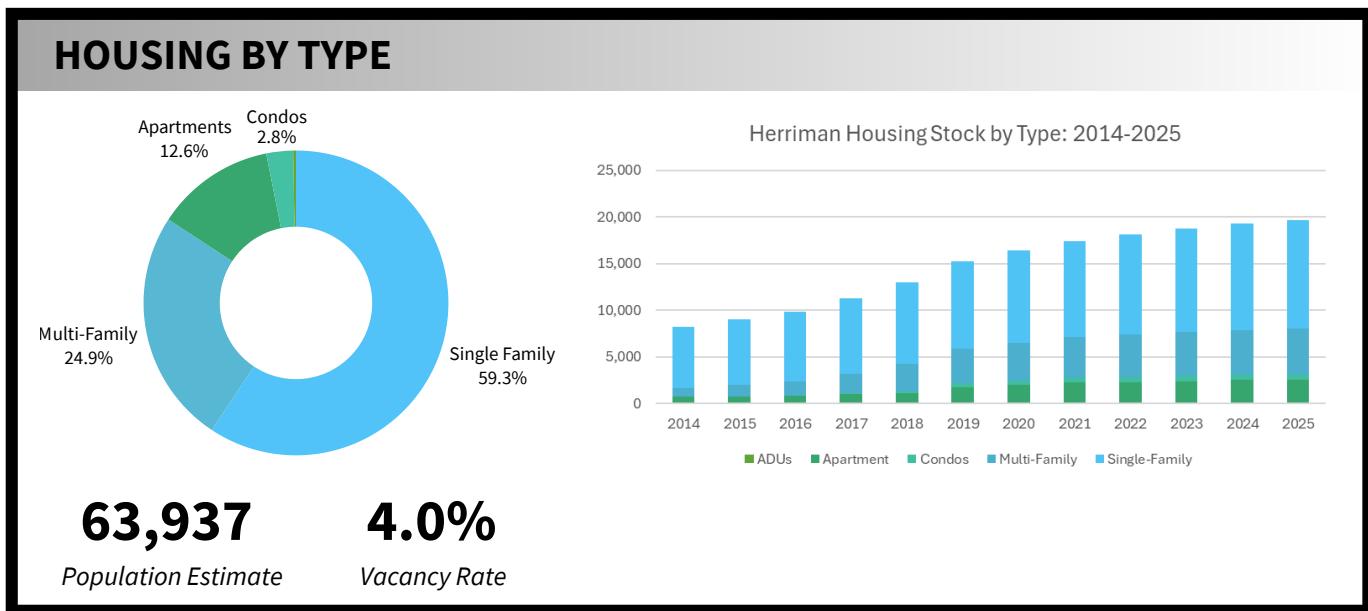
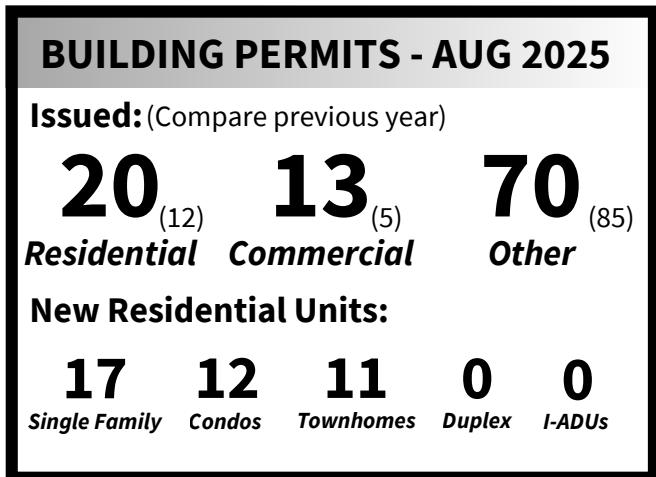
Attached is the City Status Report for August 2025.

ALTERNATIVES:

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

HERRIMAN CITY STATUS REPORT

AS OF AUGUST 31, 2025



HERRIMAN CITY STATUS REPORT

AS OF AUGUST 31, 2025

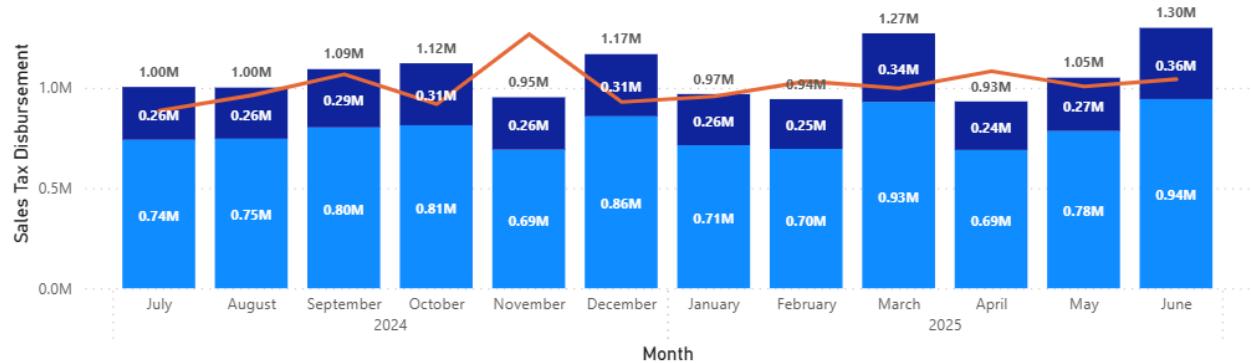
SALES TAX

\$1,264,638.78

Latest Sales Tax Disbursement

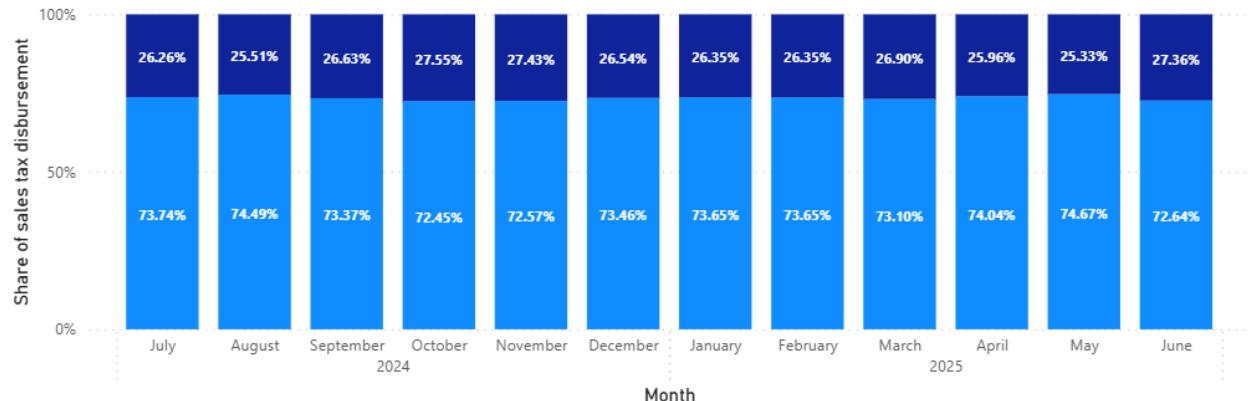
Population and direct sales-last 12 months

● 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: August 19, 2025

TO: The Honorable Mayor and City Council

FROM: Brent Adamson

SUBJECT: Herriman City Continuity of Operations Plan “COOP”

RECOMMENDATION:

Information only, no action required.

ISSUE BEFORE COUNCIL:

Review and discuss the COOP, provide feedback and ask any questions.

ALIGNMENT WITH STRATEGIC PLAN:

ES 2 - Essential Services - Quality Public Safety

The COOP along with the CEMP (Comprehensive Emergency Management Plan) have both been identified in the Council Strategic Goals under Critical Priority ES 2 Quality Public Safety. Herriman City Council adopted the CEMP in September of 2024 as a part of the City's emergency preparedness plan.

BACKGROUND/SUMMARY:

The COOP ensures that Herriman City can maintain essential services during any disruption, including natural disasters, cyberattacks, or other emergencies. It serves as a framework for restoring critical functions quickly and efficiently while minimizing the impact on residents and operations.

The Herriman City Emergency Manager has prepared the COOP by collecting vital information specific to each business unit, such as:

- **Essential Functions:** Identifying and prioritizing the key services your department provides.
- **Organizational Structure:** Documenting roles, responsibilities, and succession plans.
- **Communication Plans:** Ensuring robust internal and external communication strategies.
- **Essential Resources:** Listing critical equipment, facilities, and backup resources.
- **Vital Records and Databases:** Protecting and ensuring access to crucial information.
- **Key Personnel:** Establishing clear delegation of authority and identifying backup staff.

Each manager was asked to complete a questionnaire and return it to the Emergency Management Office. This information was then incorporated into the COOP as an annex to be reviewed annually to ensure it remains up-to-date.

DISCUSSION:

The COOP was submitted in this packet to the council. The annexes have not been attached as they contain sensitive operational information.

ALTERNATIVES:

Edit based on Council review and recommendations.

FISCAL IMPACT:

None

ATTACHMENTS:

COOP 7-21-25

Herriman City Continuity of Operations Plan (COOP)

1. Introduction

1.1 Purpose

The Herriman City Continuity of Operations Plan (COOP) is designed to ensure that essential functions continue during any disruption of normal operations. This plan aligns with state, local, and federal emergency management policies. Continuity of operations planning is part of the fundamental mission of Local, State, and Federal governments. The changing threat environment and the severity of recent natural and man-made emergencies in the United States highlight the need for careful continuity of operations planning that enables governments at all levels to continue their essential functions across a broad spectrum of emergencies disrupting normal operations. The plan focuses on maintaining critical city services in the event of emergencies, such as natural disasters, pandemics, cyberattacks, or other significant disruptions.

1.2 Scope

This COOP applies to all departments and divisions within Herriman City. It ensures that all critical services and functions, including public safety, utilities, infrastructure, and administrative operations, are maintained or restored as quickly as possible during an emergency.

1.3 Applicability

The COOP is applicable to all employees, elected officials, contractors, and any other personnel involved in maintaining Herriman City's essential functions.

2. Essential Functions

2.1 Identification of Essential Functions

It is Herriman City's goal to maintain the following critical city functions during an emergency:

- Public Safety (Police, Fire, Animal Services, Emergency Management)
- Public Works (Water, Stormwater, Streets, Streetlights)
- Communication Systems (Public Communication and Emergency Alerts)
- Utilities (Water)
- City Leadership (Executive Administration, Mayor, Elected Officials)

2.2 Prioritization of Functions

Each department has identified its essential functions based on criteria such as:

1. Life and Safety
2. Protection of property and critical infrastructure
3. Restoration of essential public services

3. Concept of Operations

3.1 COOP Activation

COOP activation will be initiated when a disruption threatens essential city operations. Activation may be partial or full, depending on the nature and scope of the emergency. The City Manager or designated officials are responsible for determining activation levels.

3.2 Phase I: Readiness and Preparedness

- Regular training and exercises for city personnel
- Maintenance of alternate work locations
- Updating of resource inventories and personnel lists
- Coordination with local, state, and federal agencies

3.3 Phase II: Activation and Relocation

- Immediate notification of key personnel
- Establishment of alternate work sites or teleworking as necessary
- Continuity of essential functions from remote or designated COOP sites

3.4 Phase III: Continuity Operations

- Maintain operations for a period that ensures safety and restoration
- Focus on the continued performance of essential functions
- Manage resources to sustain the emergency response and continuity of services

3.5 Phase IV: Reconstitution

- Transition back to normal operations
- Deactivation of COOP response and closure of alternate facilities
- Conduct post-event evaluation and update COOP

4. Organization and Assignment of Responsibilities

4.1 Executive Leadership

The City Manager, or designee, is responsible for activating and managing the COOP, delegating tasks, and ensuring communication between departments.

4.2 Department Heads

Department heads must ensure their divisions are prepared to execute their essential functions, train staff, and maintain department-specific continuity plans.

4.3 Emergency Management Team

The emergency management team coordinates emergency efforts and resources, working with public safety agencies, utility companies, and other stakeholders to maintain continuity.

5. Communications and Coordination

5.1 Internal Communication

Internal communication among departments will use established protocols such as phone trees, radios, and email. Critical personnel should be reachable at all times during an activation.

5.2 External Communication

External communications will be coordinated with Salt Lake County, FEMA, and other agencies. Public notifications will be disseminated through the City's communication channels, including social media, local news, and emergency alert systems.

6. Essential Resources

6.1 Alternate Facilities

Herriman City has identified alternate sites for essential services if primary locations are unavailable. These include city-owned properties and community partners.

6.2 Vital Records and Databases

Departments are responsible for securing and backing up all vital records and databases, ensuring accessibility during emergencies.

6.3 Key Personnel and Delegation of Authority

Each department will identify key personnel for COOP operations and create a clear chain of succession. Delegations of authority are documented to ensure leadership continuity.

7. COOP Maintenance and Updates

7.1 Plan Maintenance

The COOP will be reviewed annually by department heads, with revisions made as necessary. Training exercises will occur regularly, and feedback will be incorporated into plan updates.

7.2 After-Action Review

After any activation of the COOP, an after-action review will be conducted. Lessons learned will be used to improve preparedness and response efforts.

8. Annexes

Annex A: Department-Specific COOP Plans

Each department will maintain detailed continuity plans in Annex A, outlining specific procedures for sustaining its essential functions.

Annex B: Contact Information

Key personnel and backup contact information will be maintained in Annex B.

Annex C: Vital Records

An inventory of vital records, including storage locations and access instructions, will be listed in Annex C.

Annex D: Department Facilities and Locations

An inventory of current department facilities and locations will be maintained in Annex D.

Conclusion

Herriman City's COOP provides a framework to ensure essential services are maintained in the face of various emergencies. This plan is a living document, subject to updates as the city evolves and new challenges emerge. All personnel are expected to familiarize themselves with the COOP and be prepared to act accordingly in any situation that threatens city operations.

RECORD OF CHANGES



STAFF REPORT

DATE: August 19, 2025

TO: The Honorable Mayor and City Council

FROM: Brent Adamson

SUBJECT: Salt Lake County Multi-Jurisdictional Hazard Mitigation Plan Volume 1 and 2 including Herriman City Annex.

RECOMMENDATION:

Staff recommends that the City Council adopt the Salt Lake County Multi-Jurisdictional Hazard Mitigation Plan Volume 1 and 2. This includes the Master Plan for Salt Lake County and the Annex for Herriman City.

With this adoption, the Council acknowledges that the Annex and the Salt Lake County Multi-Jurisdictional Hazard Mitigation Plan are being reviewed by the State of Utah and FEMA, and may need minor revisions. However, Herriman will not need to re-adopt the plan after those changes.

Subsequent plan updates following the approval period for this plan will require separate adoption resolutions.

ISSUE BEFORE COUNCIL:

Does the City Council want to adopt the Salt Lake County Multi-Jurisdictional Hazard Mitigation Plan?

ALIGNMENT WITH STRATEGIC PLAN:

ES 2 Essential Services – Quality Public Safety

While not specifically identified by name in the Council Strategic Goals this annex is a part of the required emergency preparation for Herriman City. Like the CEMP and COOP the Multi-Jurisdictional Hazard Mitigation Plan is required by Utah state law and FEMA and falls under the Critical Priority ES 2 Quality Public Safety.

BACKGROUND/SUMMARY:

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- Herriman City along with the Greater Salt Lake County is exposed to a wide variety of natural hazards, including earthquakes, wildfires, and severe weather events, all of which pose significant risks to life, property, and critical infrastructure.

Why Hazard Mitigation Planning? Proactive hazard mitigation planning enables communities to identify and assess the risks associated with these hazards and implement measures to reduce their potential impacts to protect communities and build long-term resilience.

A Hazard Mitigation Plan is required under Robert T. Stafford Disaster Relief and Emergency Assistance Act for local jurisdictions to be eligible for certain types of non-emergency disaster assistance and hazard mitigation funding. Jurisdictions must have a FEMA-approved and locally adopted plan to apply for key grant programs, including Hazard Mitigation Grant Program (HMGP), Hazard Mitigation Grant Program Post Fire and High-Hazard Potential Dam (HHPD) Rehabilitation Grant Program

The 2025 Salt Lake County Multi-Jurisdictional Hazard Mitigation Plan (MJHMP) meets these federal requirements and reflects a county-wide commitment to hazard risk reduction. The MJHMP provides a blueprint for assessing vulnerability, prioritizing mitigation actions, and identifying local, state, and federal funding sources to implement those actions.

Why this is coming before the Herriman City Council: Volume 1 and 2 have been adopted by Salt Lake County and now each municipality is asking their respective Council to adopt its annex (volume two) which is included in the submission to the State of Utah and FEMA for final approval. As the lead agency, Salt Lake County Emergency Management (SLCo EM) drove the collaboration between jurisdictions and subject matter experts and resources, to establish a multi-jurisdictional hazard mitigation plan. SLCo EM received federal grant funding (BRIC) to complete this plan.

By adopting volumes 1 and 2 of the MJHMP first, the county actively recognizes the hazards in the county as well as proactively demonstrating its commitment to fulfilling the goals and objectives in the plan. Following Salt Lake County's adoption, the local jurisdictions have one year to adopt the plan to be included. The final step for approval from the state of Utah and FEMA, involves submitting evidence of adoption through resolution by participating jurisdictions. The 2025 MJHMP is an update using the 2019 plan as a base (adopted May 5, 2019). Plans must be updated five years from adoption.

The 2025 MJHMP serves as a strategic planning document for Salt Lake County and its 26 participating entities - including 23 cities and towns, two school districts, and Salt Lake Community College. It supports community planners, emergency managers, elected officials, and the public in making informed decisions about land-use, infrastructure, emergency preparedness, and resource allocations. The 2025 MJHMP is organized into two volumes:

- **Volume 1** includes a comprehensive overview of the planning process, profiles of each hazard identified that can impact the county, an evaluation of mitigation

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strategies from the 2019 plan, and new strategies for the upcoming five-year cycle.

- **Volume 2** contains jurisdiction-specific annexes for each participant. Since each community within Salt Lake County may face different hazards or have unique vulnerabilities, these annexes detail local hazard histories and vulnerabilities, review the progress of mitigation actions identified in the 2019 plan, and outline new mitigation strategies developed during the 2025 update.

Hazard Identification, Risk Assessment, Vulnerabilities and Capabilities

Following FEMA and Utah Division of Emergency Management guidelines, the SLCo EM planning team identified and assessed 19 hazards – both natural and human-caused – using historical data, risk modeling tools such as HAZUS, and local expertise to understand the potential impacts of hazards across Salt Lake County, the planning team conducted a comprehensive risk and vulnerability assessment for each hazard identified in the plan. This process included analyzing the likelihood of future hazard events, reviewing past occurrences, and evaluating the exposure and vulnerability of people, property, infrastructure, and critical services in each jurisdiction. The 2025 MJHMP documents each jurisdiction's current plans, programs, and policies that support hazard mitigation. This includes participation in the National Flood Insurance Program (NFIP) and alignment with General Plans, Community Wildfire Protection Plans, and other ongoing planning efforts. Jurisdictions and participating entities used this update as an opportunity to strengthen internal coordination, review past progress, and improve integration of hazard mitigation into community goals.

Hazards that have been added as standalone profile and hazard assessment since the 2019 plan are highlighted in red for clarity and comparison:

Natural Hazards

- Avalanche
- Flooding
- Lightning
- Drought
- Heavy Rain
- Public Health Epidemic-Pandemic
- Earthquake
- Radon
- Severe Winter Weather
- Extreme Cold
- High Wind Tornado
- Extreme Heat
- Landslide/ Slope Failure Wildfire

Man-Made and Technological Hazards

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- Civil Disturbance
- Hazardous Materials
- Dam Failure
- Terrorism and Cyberterrorism

Developing Mitigation Goals and Actions

The heart of the mitigation plan is the mitigation strategy, which serves as the long-term blueprint for reducing the potential losses identified in the risk assessment. The Mitigation Strategy was evaluated from the 2019 MJHMP and updated goals and objectives were outlined for the county and its participating entities.

Mitigation Actions were developed collaboratively in coordination with local subject matter experts, county/local departments, private sector partners, and non-profit organizations, and input from workshops held in the fall of 2024.

DISCUSSION:

Review of Salt Lake County Multi-Jurisdictional Hazard Mitigation Plan Volume 1 link:

<https://herrimancity-meeting-files-cc.s3.us-west-1.amazonaws.com/8-27-25/Salt+Lake+County+MJHMP+Volume+1+-+July+2025.pdf>

Review of Salt Lake County Multi-Jurisdictional Hazard Mitigation Plan Volume 2 link:

<https://herrimancity-meeting-files-cc.s3.us-west-1.amazonaws.com/8-27-25/Salt+Lake+County+MJHMP+Volume+2+-+July+2025.pdf>

Link to Salt Lake County Hazard Mitigation Plan “What Is Hazard Mitigation?”

<https://storymaps.arcgis.com/stories/cd9d8f7534784be0a4a01d860a9cc173>

This link provides a comprehensive overview of the planning process.

ALTERNATIVES:

Add or remove recommendations and resubmit those changes to the Council.

FISCAL IMPACT:

None

ATTACHMENTS:

Provided by links above.



STAFF REPORT

DATE: August 22, 2025

TO: The Honorable Mayor and City Council

FROM: Kyle Maurer, Director of Finance and Administrative Services

SUBJECT: Review and approval of the July 2025 financial summary

RECOMMENDATION:

Staff recommends approval.

ISSUE BEFORE COUNCIL:

Should the City Council approve the monthly financial summary as presented?

ALIGNMENT WITH STRATEGIC PLAN:

ES 8 – Ensure fiscal sustainability within all City functions.

BACKGROUND/SUMMARY:

City staff have prepared a monthly financial summary encompassing transactions through July 2025. Notable items and exceptions have been noted in the report.

DISCUSSION:

City staff have included estimated or projected fund balances with this report. It is important to note that fiscal year 2025 has not been audited and the balances presented should not be relied upon. In addition, capital project carryovers are not included in this report and will be presented in a future budget amendment.

ALTERNATIVES:

The City Council may choose not to approve the monthly financial summary as presented.

FISCAL IMPACT:

ATTACHMENTS:

Financial summary

City of Herriman Budget Versus Actual Report - July 2025

General Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Taxes	-	-	18,753,220	18,753,220	0%	-	0%
Licenses & Permits-Other	4,796	4,796	55,680	50,884	9%	3,977	121%
Intergovernmental	-	-	2,288,000	2,288,000	0%	-	0%
Parks & Recreation District Fee	97,990	97,990	1,144,560	1,046,570	9%	94,800	103%
Charges for Services-Parks & Rec	15,530	15,530	436,430	420,900	4%	47,995	32%
Charges for Services-Events	1,607	1,607	275,650	274,043	1%	-	0%
Charges for Services-Other	15,412	15,412	215,550	200,138	7%	17,184	90%
Fines and Forfeitures	15,442	15,442	192,570	177,128	8%	14,744	105%
Miscellaneous	46,293	46,293	258,140	211,847	18%	297,611	16%
Lease Proceeds	-	-	-	-	0%	-	0%
Budgeted Use of Fund Balance	-	-	204,260	204,260	0%	-	0%
Total General Fund Revenue	\$ 197,070	\$ 197,070	\$ 23,824,060	\$ 23,626,990	1%	\$ 476,311	41%
Expenditures							
General and Administration	571,865	571,865	5,348,315	4,776,450	11%	329,094	174%
Public Works and Operations	873,874	873,874	7,237,835	6,363,961	12%	327,989	266%
Parks, Recreation, and Events	245,729	245,729	5,719,250	5,473,521	4%	416,431	59%
Community Development	81,428	81,428	1,645,670	1,564,242	5%	132,074	62%
Transfers Out	1,844,871	1,844,871	3,872,990	2,028,119	48%	1,706,612	108%
Total Expenditures	\$ 3,617,767	\$ 3,617,767	\$ 23,824,060	\$ 20,206,293	15%	\$ 2,912,200	124%
Excess of Revenues Over (Under) Expenditures	\$ (3,420,697)	\$ (3,420,697)	\$ -			\$ (2,435,889)	

Fund Balance Available (Unrestricted)				
	FY2022 (ACFR)*	FY2023 (ACFR)*	FY2024 (ACFR)*	FY2025 (Estimated)**
Beginning Balance	\$ 2,829,134	\$ 8,006,953	\$ 8,991,065	\$ 8,095,743
Addition (Use of)	5,040,375	984,112	(895,322)	785,758
Ending Balance	\$ 7,869,509	\$ 8,991,065	\$ 8,095,743	\$ 8,881,501

*Includes Police, Animal Services, Community Services, and Emergency Management expenditures	
**Unaudited. Does not include Capital Projects transfer for amount in excess of recommended reserve	
% of expenditures	30% 26% 31% 51% 41%
Amount Over (Under) Recommended Fund Balance Reserve	4,543,073 3,524,791

City of Herriman Budget Versus Actual Report - July 2025

General Fund Tax Revenue Detail							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Sales Tax	-	-	12,605,850	12,605,850	0%	-	0% 1
Sales Tax-Transportation	-	-	1,715,610	1,715,610	0%	-	0% 1
Property Tax	-	-	1,131,780	1,131,780	0%	-	0% 2
Franchise Tax (Energy/Cable)	-	-	3,083,180	3,083,180	0%	-	0% 2
Municipal Telephone Tax	-	-	139,390	139,390	0%	-	0% 1
Transient Room Tax	-	-	15,610	15,610	0%	-	0% 1
Motor Vehicle Fees	-	-	61,800	61,800	0%	-	0% 2
Total General Fund Tax Revenue	\$ -	\$ -	\$ 18,753,220	\$ 18,753,220	0%	\$ -	0%

City of Herriman Budget Versus Actual Report - July 2025

	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Personnel	722,915	722,915	12,828,120	12,105,205	6%	672,452	108% 3
Operating Expenditures	1,341,696	1,341,696	10,508,440	9,166,744	13%	700,751	191% 3
Grants	-	-	90,500	90,500	0%	-	0% 4
Capital Outlay	18,296	18,296	89,430	71,134	20%	903	2026% 4
Administrative Chargeback	(310,011)	(310,011)	(3,565,420)	(3,255,409)	9%	(200,903)	154% 4
Transfers to Other Funds	1,844,871	1,844,871	3,872,990	2,028,119	48%	1,706,612	108% 4
Total General Fund Expenditures	\$ 3,617,767	\$ 3,617,767	\$ 23,824,060	\$ 20,206,293	15%	\$ 2,879,815	126%

1 Sales tax, municipal telephone tax, and transient room tax are received two months after receipt at point of sale.

2 Property tax, franchise tax, and motor vehicle fees are received one month after payment is made.

3 Risk Management Fund charges made in July (timing difference).

4 Debt service payments due in July (timing difference).

City of Herriman Budget Versus Actual Report - July 2025							
General Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
General and Administration							
Legislative							
Personnel	16,316	16,316	217,440	201,124	8%	14,168	115.2%
Operating Expenditures	55,202	55,202	283,600	228,398	19%	51,292	107.6%
Administrative Chargeback	(14,085)	(14,085)	(112,340)	(98,255)	13%	(11,436)	123%
Total Legislative	57,433	57,433	388,700	331,267	15%	54,024	106.3%
Planning Commission							
Personnel	763	763	23,960	23,197	3%	1,091	70%
Operating Expenditures	-	-	10,100	10,100	0%	821	0%
Administrative Chargeback	(582)	(582)	(25,970)	(25,388)	2%	(790)	74%
Total Planning Commission	181	181	8,090	7,909	2%	1,122	16.1%
Administration							
Personnel	53,929	53,929	877,230	823,301	6%	49,518	109%
Operating Expenditures	5,758	5,758	68,880	63,122	8%	2,909	198%
Administrative Chargeback	(16,596)	(16,596)	(211,530)	(194,934)	8%	(11,657)	142%
Total Administration	43,091	43,091	734,580	691,489	6%	40,770	105.7%
Legal							
Personnel	31,784	31,784	528,420	496,636	6%	29,486	108%
Operating Expenditures	1,825	1,825	203,165	201,340	1%	5,065	36%
Administrative Chargeback	(9,126)	(9,126)	(153,870)	(144,744)	6%	(5,553)	164%
Total Legal	24,483	24,483	577,715	553,232	4%	28,998	84.4%
Human Resources							
Personnel	19,598	19,598	392,270	372,672	5%	21,028	93%
Operating Expenditures	292,456	292,456	508,950	216,494	57%	18,344	1594%
Administrative Chargeback	(60,767)	(60,767)	(167,720)	(106,953)	36%	(7,166)	848%
Total Human Resources	251,287	251,287	733,500	482,213	34%	32,206	780.2%
Finance							
Personnel	38,141	38,141	870,840	832,699	4%	36,472	105%
Operating Expenditures	5,185	5,185	111,840	106,655	5%	7,209	72%
Administrative Chargeback	(19,528)	(19,528)	(283,710)	(264,182)	7%	(17,471)	112%
Total Finance	23,798	23,798	698,970	675,172	3%	26,210	90.8%
Justice Court							
Personnel	19,346	19,346	320,900	301,554	6%	19,383	100%
Operating Expenditures	10,052	10,052	164,970	154,918	6%	9,079	111%
Total Justice Court	29,398	29,398	485,870	456,472	6%	28,462	103.3%
City Recorder							
Personnel	18,656	18,656	443,020	424,364	4%	18,113	103%
Operating Expenditures	15,023	15,023	188,420	173,397	8%	7,511	200%
Administrative Chargeback	(7,657)	(7,657)	(114,830)	(107,173)	7%	(4,304)	178%
Total City Recorder	26,022	26,022	516,610	490,588	5%	21,320	122.1%
Customer Service							
Personnel	22,677	22,677	335,260	312,583	7%	18,903	120%
Operating Expenditures	31	31	6,970	6,939	0%	42	74%
Administrative Chargeback	(13,284)	(13,284)	(192,760)	(179,476)	7%	(10,562)	126%
Total Customer Service	9,424	9,424	149,470	140,046	6%	8,383	112.4%
Information Technology							
Personnel	30,297	30,297	466,910	436,613	6%	24,496	124%
Operating Expenditures	12,147	12,147	221,860	209,713	5%	11,103	109%
Software (Licensing & Support)	42,612	42,612	135,300	92,688	31%	31,916	134%
Capital Outlay	-	-	20,500	20,500	0%	203	0%
Administrative Chargeback	(11,792)	(11,792)	(133,930)	(122,138)	9%	(11,075)	106%
Total Information Technology	73,264	73,264	710,640	637,376	10%	56,643	129.3%
Communications							
Personnel	14,021	14,021	359,050	345,029	4%	19,856	71%
Operating Expenditures	27,987	27,987	168,040	140,053	17%	22,253	126%
Administrative Chargeback	(8,524)	(8,524)	(182,920)	(174,396)	5%	(11,153)	76%
Total Communications	33,484	33,484	344,170	310,686	10%	30,956	108.2%
Total General and Administration	571,865	571,865	5,348,315	4,776,450	11%	329,094	173.8%

City of Herriman Budget Versus Actual Report - July 2025

General Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Public Works and Operations							
Administration							
Personnel	35,371	35,371	654,060	618,689	5%	35,980	98%
Operating Expenditures	1,612	1,612	28,740	27,128	6%	129	1250%
Administrative Chargeback	(16,787)	(16,787)	(227,660)	(210,873)	7%	(12,130)	138%
Total Administration	20,196	20,196	455,140	434,944	4%	23,979	84.2%
Facilities							
Personnel	18,862	18,862	321,240	302,378	6%	16,028	118%
Operating Expenditures	75,456	75,456	544,190	468,734	14%	20,102	375%
Capital Outlay	-	-	-	-	0%	-	0%
Administrative Chargeback	(10,011)	(10,011)	(91,270)	(81,259)	11%	(3,852)	260%
Total Facilities	84,307	84,307	774,160	689,853	11%	32,278	261.2%
Fleet Management							
Personnel	22,827	22,827	365,310	342,483	6%	20,579	111%
Operating Expenditures	16,681	16,681	85,450	68,769	20%	17,132	97%
Administrative Chargeback	(4,974)	(4,974)	(90,770)	(85,796)	5%	(7,523)	66%
Total Fleet Management	34,534	34,534	359,990	325,456	10%	30,188	114.4%
Streets							
Personnel	53,537	53,537	743,400	689,863	7%	47,632	112%
Operating Expenditures	35,318	35,318	835,095	799,777	4%	135,597	26%
Crack and Chip Seal	613,639	613,639	2,850,000	2,236,361	22%	7,539	8140%
Capital Outlay	14,400	14,400	29,750	15,350	48%	17,200	84%
Administrative Chargeback	(2,475)	(2,475)	(29,280)	(26,805)	8%	-	0%
Total Streets	714,419	714,419	4,428,965	3,714,546	16%	207,968	343.5%
Snow Removal							
Personnel	-	-	129,060	129,060	0%	-	0%
Operating Expenditures	562	562	156,650	156,088	0%	-	0%
Total Snow Removal	562	562	285,710	285,148	0%	-	0.0%
Street Signs							
Personnel	186	186	92,340	92,154	0%	170	109%
Operating Expenditures	585	585	56,590	56,005	1%	364	161%
Total Street Signs	771	771	148,930	148,159	1%	534	144.4%
Street Lights							
Personnel	16,771	16,771	275,530	258,759	6%	15,381	109%
Operating Expenditures	2,314	2,314	509,410	507,096	0%	17,661	13%
Capital Outlay	-	-	-	-	0%	-	0%
Total Street Lights	19,085	19,085	784,940	765,855	2%	33,042	57.8%
Total Public Works and Operations	873,874	873,874	7,237,835	6,363,961	12%	327,989	266.4%
Parks, Recreation, and Events							
Community Events and Recreation							
Personnel	15,131	15,131	379,780	364,649	4%	15,438	98%
Operating Expenditures	5,510	5,510	154,540	149,030	4%	2,992	184%
City Events	5,135	5,135	455,310	450,175	1%	6,427	80%
Total Community Events and Recreation	25,776	25,776	989,630	963,854	3%	24,857	103.7%
Arts & Cultural Development							
Grants (Friends of Herriman)	-	-	90,500	90,500	0%	-	0%
Total Arts & Cultural Development	-	-	90,500	90,500	0%	-	0.0%
Cemetery							
Personnel	982	982	40,280	39,298	2%	5,251	19%
Operating Expenditures	1,307	1,307	40,530	39,223	3%	3,126	42%
Capital Outlay	3,896	3,896	15,180	11,284	26%	700	557%
Total Cemetery	6,185	6,185	95,990	89,805	6%	9,077	68.1%
Parks							
Personnel	125,476	125,476	2,158,400	2,032,924	6%	117,757	107%
Operating Expenditures	75,456	75,456	2,188,380	2,112,924	3%	249,684	30%
Capital Outlay	-	-	-	-	0%	-	0%
Total Parks	200,932	200,932	4,346,780	4,145,848	5%	367,441	54.7%
Blackridge							
Personnel	8,300	8,300	56,880	48,580	15%	9,661	86%
Operating Expenditures	2,265	2,265	50,600	48,335	4%	5,395	42%
Total Blackridge	10,565	10,565	107,480	96,915	10%	15,056	70.2%

City of Herriman Budget Versus Actual Report - July 2025							
General Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Ice Ribbon							
Personnel	-	-	62,770	62,770	0%	-	0%
Operating Expenditures	2,271	2,271	26,100	23,829	9%	-	0%
Total Ice Ribbon	2,271	2,271	88,870	86,599	3%	-	0.0%
Total Parks, Recreation, and Events	245,729	245,729	5,719,250	5,473,521	4%	416,431	59.0%
Community Development							
Administration							
Personnel	22,771	22,771	373,570	350,799	6%	20,754	110%
Operating Expenditures	6	6	5,720	5,714	0%	70	9%
Administrative Chargeback	(16,477)	(16,477)	(205,080)	(188,603)	8%	(11,776)	140%
Total Administration	6,300	6,300	174,210	167,910	4%	9,048	69.6%
Economic Development							
Personnel	8,564	8,564	132,120	123,556	6%	7,818	110%
Operating Expenditures	11,514	11,514	76,230	64,716	15%	49,384	23%
Capital Outlay	-	-	-	-	0%	-	0%
Total Economic Development	20,078	20,078	208,350	188,272	10%	57,202	35.1%
Planning & Development							
Personnel	33,855	33,855	575,510	541,655	6%	32,400	104%
Operating Expenditures	1,086	1,086	77,750	76,664	1%	2,401	45%
Administrative Chargeback	(31,546)	(31,546)	(419,060)	(387,514)	8%	(24,124)	131%
Total Planning & Development	3,395	3,395	234,200	230,805	1%	10,677	31.8%
Engineering							
Personnel	68,084	68,084	1,199,080	1,130,996	6%	59,358	115%
Operating Expenditures	9,478	9,478	154,250	144,772	6%	19,254	49%
Administrative Chargeback	(61,772)	(61,772)	(822,400)	(760,628)	8%	(45,967)	134%
Total Engineering	15,790	15,790	530,930	515,140	3%	32,645	48.4%
GIS							
Personnel	26,670	26,670	433,490	406,820	6%	25,392	105%
Operating Expenditures	13,223	13,223	140,810	127,587	9%	1,474	897%
Capital Outlay	-	-	24,000	24,000	0%	-	0%
Administrative Chargeback	(4,028)	(4,028)	(100,320)	(96,292)	4%	(4,364)	92%
Total GIS	35,865	35,865	497,980	462,115	7%	22,502	159.4%
Total Community Development	81,428	81,428	1,645,670	1,564,242	5%	132,074	61.7%
Transfers to Other Funds							
Transfer to Debt Service Fund	1,692,261	1,692,261	2,016,670	324,409	84%	1,602,614	106%
Transfer to Public Safety Fund-Non Police	100,993	100,993	1,211,910	1,110,917	8%	103,998	97%
Transfer to Capital Projects Fund	33,844	33,844	406,130	372,286	8%	-	0%
Transfer to Capital Equipment	17,773	17,773	213,280	195,507	8%	-	0%
Transfer to Herriman North CRA	-	-	25,000	25,000	0%	-	0%
Budgeted Increase in Fund Balance	-	-	-	-	0%	-	0%
Total Transfers to Other Funds	1,844,871	1,844,871	3,872,990	2,028,119	48%	1,706,612	108.1%
Total General Fund Expenditures	\$ 3,617,767	\$ 3,617,767	\$ 23,824,060	\$ 20,206,293	15%	\$ 2,912,200	124.2%

1 Utah League of Cities and Towns membership due in July. Also affects Administrative Chargeback (timing difference)

2 Risk Management fund charge made in July (timing difference).

3 Software support contracts (timing difference).

4 Personnel and operating costs occur during summer months (timing difference).

5 Memberships paid in July (timing difference).

6 Debt service payments due in July (timing difference).

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City of Herriman Budget Versus Actual Report - July 2025

General Fund - Police							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Grants	3,348	3,348	162,440	159,092	2%	3,603	93%
Student Resource Officers	-	-	432,500	432,500	0%	-	0%
Miscellaneous	8,859	8,859	119,860	111,001	7%	2,114	419%
Transfer From HCSEA	1,025,287	1,025,287	9,893,710	8,868,423	10%	823,284	125%
Budgeted Use of Fund Balance	-	-	42,850	42,850	0%	-	0%
Total Police Revenue	\$ 1,037,494	\$ 1,037,494	\$ 10,651,360	\$ 9,613,866	10%	\$ 829,001	125%
Expenditures							
Personnel	507,303	507,303	8,775,990	8,268,687	6%	438,526	116%
Operating	163,542	163,542	1,388,020	1,224,478	12%	86,581	189%
Operating-Dispatch	204,743	204,743	405,350	200,607	51%	183,897	111%
Capital Outlay	-	-	-	-	0%	-	0%
Transfer to Capital Equipment Fund	-	-	82,000	82,000	0%	-	0%
Total Expenditures	\$ 875,588	\$ 875,588	\$ 10,651,360	\$ 9,775,772	8%	\$ 709,004	123%
Excess of Revenues Over (Under) Expenditures	\$ 161,906	\$ 161,906	\$ -			\$ 119,997	

1 Risk Management fund charge made in July (timing difference).

2 Dispatch fees are paid semi-annually (timing difference).

City of Herriman Budget Versus Actual Report - July 2025

General Fund - Animal Services, Community Services, Emergency Management							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Animal Services Fee	7,810	7,810	29,400	21,590	27%	3,100	252%
Fines - Code Enforcement	200	200	10,000	9,800	2%	-	0%
Transfer From General Fund	100,993	100,993	1,211,910	1,110,917	8%	103,998	97%
Total Revenue	\$ 109,003	\$ 109,003	\$ 1,251,310	\$ 1,142,307	9%	\$ 107,098	101.8%
Expenditures							
Animal Services							
Personnel	19,956	19,956	309,370	289,414	6%	19,506	102%
Operating	34,794	34,794	290,040	255,246	12%	33,922	103%
Capital Outlay	-	-	-	-	0%	-	0%
Total Animal Services	\$ 54,750	\$ 54,750	\$ 599,410	\$ 544,660	9%	\$ 53,428	102.5%
Emergency Services							
Personnel	301	301	36,640	36,339	1%	102	295%
Operating	5,300	5,300	14,000	8,700	38%	5,375	99%
Total Emergency Management	\$ 5,601	\$ 5,601	\$ 50,640	\$ 45,039	11%	\$ 5,477	102.3%
Community Services							
Personnel	11,252	11,252	172,850	161,598	7%	9,409	120%
Operating	7,991	7,991	74,630	66,639	11%	9,561	84%
Capital Outlay	8,558	8,558	-	(8,558)	0%	-	0%
Total Community Services	\$ 27,801	\$ 27,801	\$ 247,480	\$ 219,679	11%	\$ 18,970	146.6%
Crossing Guards							
Personnel	994	994	344,080	343,086	0%	434	229%
Operating	-	-	9,700	9,700	0%	-	0%
Total Emergency Management	\$ 994	\$ 994	\$ 353,780	\$ 352,786	0%	\$ 434	229.0%
Transfers to Other Funds							
Transfer to Capital Equipment Fund	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -	0.0%
Total Expenditures	\$ 89,146	\$ 89,146	\$ 1,251,310	\$ 1,469,911	7%	\$ 78,309	113.8%
Excess of Revenues Over (Under) Expenditures	\$ 19,857	\$ 19,857	\$ -			\$ 28,789	

1 Software/emergency management subscriptions (timing difference).

City of Herriman Budget Versus Actual Report - July 2025

Park Impact Fee Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Park Impact Fees	28,405	28,405	2,100,000	2,071,595	1%	63,912	44%
Interest Income	35,264	35,264	240,000	204,736	15%	45,040	78%
Budgeted Use of Fund Balance	-	-	1,541,000	1,541,000	0%	-	0%
Total Revenue	\$ 63,669	\$ 63,669	\$ 3,881,000	\$ 3,817,331	2%	\$ 108,952	58%
Expenditures							
Capital Projects	205,094	205,094	3,365,000	3,159,906	6%	-	0%
Transfer to Debt Service Fund	15,831	15,831	516,000	500,169	3%	-	0%
Total Expenditures	\$ 220,925	\$ 220,925	\$ 3,881,000	\$ 3,159,906	6%	\$ -	0%
Excess of Revenues Over (Under) Expenditures	\$ (157,256)	\$ (157,256)	\$ -			\$ 108,952	

Fund Balance Available					
	FY2022 (ACFR)	FY2023 (ACFR)	FY2024 (ACFR)	FY2025 (Budget)	FY2026 (Budget)
Beginning Balance	\$ 5,471,968	\$ 6,915,696	\$ 8,047,361	\$ 9,995,106	\$ 2,639,696
Addition (Use of)	1,443,728	1,131,665	1,947,745	(7,355,410)	(1,541,000)
Ending Balance	\$ 6,915,696	\$ 8,047,361	\$ 9,995,106	\$ 2,639,696	\$ 1,098,696

City of Herriman Budget Versus Actual Report - July 2025

Public Safety Impact Fee Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Public Safety Impact Fee	20,195	20,195	200,000	179,805	10%	-	0%
Interest Income	6,636	6,636	56,000	49,364	12%	6,027	110%
Total Revenue	\$ 26,831	\$ 26,831	\$ 256,000	\$ 229,169	10%	\$ 6,027	445.2%
Expenditures							
Professional Services	-	-	-	-	0%	-	0%
Budgeted Increase in Fund Balance	-	-	256,000	256,000	0%	-	0%
Total Expenditures	\$ -	\$ -	\$ 256,000	\$ 256,000	0%	\$ -	0.0%
Excess of Revenues Over (Under) Expenditures	\$ 26,831	\$ 26,831	\$ -			\$ 6,027	

Fund Balance Available					
	FY2022 (ACFR)	FY2023 (ACFR)	FY2024 (ACFR)	FY2025 (Budget)	FY2026 (Budget)
Beginning Balance	\$ -	\$ -	\$ 953,706	\$ 1,333,000	\$ 1,679,000
Addition (Use of)	-	953,706	379,294	346,000	256,000
Ending Balance	\$ -	\$ 953,706	\$ 1,333,000	\$ 1,679,000	\$ 1,935,000

City of Herriman Budget Versus Actual Report - July 2025							
	Fire Impact Fee Fund						
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Fire Impact Fee	31,086	31,086	250,000	218,914	12%	-	0%
Interest Income	5,378	5,378	690	(4,688)	779%	5,789	93%
Budgeted Use of Fund Balance	-	-	17,030	17,030	0%	-	0%
Total Revenue	\$ 36,464	\$ 36,464	\$ 267,720	\$ 231,256	14%	\$ 5,789	629.9%
Expenditures							
0048-00 Fire Station 103 Replacement	-	-	267,720	267,720	0%	4,284	0%
Total Expenditures	\$ -	\$ -	\$ 267,720	\$ 267,720	0%	\$ 4,284	0.0%
Excess of Revenues Over (Under) Expenditures	\$ 36,464	\$ 36,464	\$ -			\$ 1,505	

Fund Balance Available					
	FY2022 (ACFR)	FY2023 (ACFR)	FY2024 (ACFR)	FY2025 (Budget)	FY2026 (Budget)
Beginning Balance	\$ -	\$ -	\$ 918,222	\$ 1,284,955	\$ 128,175
Addition (Use of)	-	918,222	366,733	(1,156,780)	(17,030)
Ending Balance	\$ -	\$ 918,222	\$ 1,284,955	\$ 128,175	\$ 111,145

City of Herriman Budget Versus Actual Report - July 2025

Transportation Impact Fee Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Road Impact Fees	30,789	30,789	2,500,000	2,469,211	1%	69,276	44%
Interest Income	11,683	11,683	19,000	7,317	61%	13,081	89%
Budgeted Use of Fund Balance	-	-	14,340	14,340	0%	-	0%
Total Revenue	\$ 42,472	\$ 42,472	\$ 2,533,340	\$ 2,490,868	2%	\$ 82,357	51.6%
Expenditures							
Agreements and Reimbursements	-	-	345,830	345,830	0%	-	0%
Capital Projects	-	-	310,910	310,910	0%	-	0%
Professional Services	-	-	90,000	90,000	0%	-	0%
Transfer to Debt Service Fund	971,994	971,994	1,786,600	814,606	54%	682,300	142% 1
Total Expenditures	\$ 971,994	\$ 971,994	\$ 2,533,340	\$ 1,561,346	38%	\$ 682,300	142.5%
Excess of Revenues Over (Under) Expenditures	\$ (929,522)	\$ (929,522)	\$ -			\$ (599,943)	

1 Transfer amount includes new bond (2025 Sales Tax).

Fund Balance Available					
	FY2022 (ACFR)	FY2023 (ACFR)	FY2024 (ACFR)	FY2025 (Budget)	FY2026 (Budget)
Beginning Balance	\$ 86,259	\$ 2,217,044	\$ 1,399,558	\$ 3,535,511	\$ 1,102,731
Addition (Use of)	2,130,785	(817,486)	2,135,953	(2,432,780)	(14,340)
Ending Balance	\$ 2,217,044	\$ 1,399,558	\$ 3,535,511	\$ 1,102,731	\$ 1,088,391

City of Herriman Budget Versus Actual Report - July 2025

Debt Service Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Grant-UDOT	-	-	800,000	800,000	0%	-	0%
Transfers In	2,741,986	2,741,986	4,381,220	1,639,234	63%	2,346,914	117%
Interest Income	4	4	28,000	27,996	0%	2,985	0%
Total Revenue	\$ 2,741,990	\$ 2,741,990	\$ 5,209,220	\$ 2,467,230	53%	\$ 2,349,899	116.7%
Expenditures							
2021 Sales Tax Bond Debt Service	-	-	799,000	799,000	0%	-	0%
2015 Sales Tax Bond Debt Service	-	-	2,104,420	2,104,420	0%	-	0%
2025 Sales Tax Bond Debt Service	-	-	2,097,000	2,097,000	0%	-	0% 1
Capital Lease Payments	-	-	198,800	198,800	0%	-	0% 1
Trustee Fees	-	-	10,000	10,000	0%	-	0%
Total Expenditures	\$ -	\$ -	\$ 5,209,220	\$ 5,209,220	0%	\$ -	0.0%
Excess of Revenues Over (Under) Expenditures	\$ 2,741,990	\$ 2,741,990	\$ -			\$ 2,349,899	

1 A future budget amendment will be needed to reduce the 2025 Sales Tax Bonds and Capital Lease debt service payments.

Fund Balance Available					
	FY2022 (ACFR)	FY2023 (ACFR)	FY2024 (ACFR)	FY2025 (Budget)	FY2026 (Budget)
Beginning Balance	\$ 1,277,051	\$ 2,378,574	\$ 760,680	\$ 703,417	\$ 703,417
Addition (Use of)	1,101,523	(1,617,894)	(57,263)	-	-
Ending Balance	\$ 2,378,574	\$ 760,680	\$ 703,417	\$ 703,417	\$ 703,417

Note: Fund balance is restricted (state grant)

City of Herriman Budget Versus Actual Report - July 2025

Project	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Park Impact Fee Fund							
0054-00 Herriman Athletics Sports Complex	205,094	205,094	-	(205,094)	0%	-	0%
0056-00 Herriman Historic Park	-	-	1,000,000	1,000,000	0%	-	0%
0068-1C Juniper Canyon Recreation Area 1C	-	-	2,000,000	2,000,000	0%	-	0%
0043-00 DAI & 11800 S Business Center Trail	-	-	265,000	265,000	0%	-	0%
0098-00 Rockwell Landing Trailhead/Parking	-	-	100,000	100,000	0%	-	0%
Total Park Impact Fee Fund	205,094	205,094	3,365,000	3,159,906	6%	-	0%
Transportation Impact Fee Fund							
0132-00 Transportation Master Plan	-	-	90,000	90,000	0%	-	0%
0097-00 Rockwell Connector Reimbursement	-	-	61,450	61,450	0%	-	0%
0001-01 11800 S Improvements Phase 1 Reimbursement	-	-	284,380	284,380	0%	-	0%
0125-00 Traffic Signal 11800 S & 6400 W	-	-	43,750	43,750	0%	-	0%
0127-00 Traffic Signal Herriman Rose Blvd	-	-	267,160	267,160	0%	-	0%
Total Transportation Impact Fee Fund	-	-	746,740	746,740	0%	-	0%

1 This project was budgeted in fiscal year 2025. A budget carryover amendment will be needed (planned to be proposed in the fall).

City of Herriman Budget Versus Actual Report - July 2025

New Development Street Lights Fee Fund

	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Interest Income	811	811	-	(811)	0%	979	83%
Budgeted Use of Fund Balance	-	-	-	-	0%	-	0%
Total Revenue	\$ 811	\$ 811	\$ -	\$ (811)	0%	\$ 979	83%
Expenditures							
New Development Street Lights	4,590	4,590	-	(4,590)	0%	2,387	192%
Total Expenditures	\$ 4,590	\$ 4,590	\$ -	\$ (4,590)	0%	\$ 2,387	192%
Excess of Revenues Over (Under) Expenditures	\$ (3,779)	\$ (3,779)	\$ -			\$ (1,408)	

Fund Balance Available

	FY2022 (ACFR)	FY2023 (ACFR)	FY2024 (ACFR)	FY2025 (Budget)	FY2026 (Budget)
Beginning Balance	\$ 616,516	\$ 536,153	\$ 211,711	\$ 220,960	\$ 0
Addition (Use of)	(80,363)	(324,442)	9,249	(220,960)	-
Ending Balance	\$ 536,153	\$ 211,711	\$ 220,960	\$ 0	\$ 0

1 This fund is no longer used and will be closed once project installations are complete.

City of Herriman Budget Versus Actual Report - July 2025

New Development Street Signs Fee Fund

	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Interest Income	1,113	1,113	-	(1,113)	0%	1,222	91%
Budgeted Use of Fund Balance	-	-	-	-	0%	-	0%
Total Revenue	\$ 1,113	\$ 1,113	\$ -	\$ (1,113)	0%	\$ 1,222	91%
Expenditures							
Sign Installation	-	-	-	-	0%	47	0%
Total Expenditures	\$ -	\$ -	\$ -	\$ -	0%	\$ 47	0%
Excess of Revenues Over (Under) Expenditures	\$ 1,113	\$ 1,113	\$ -			\$ 1,175	

Fund Balance Available

	FY2022 (ACFR)	FY2023 (ACFR)	FY2024 (ACFR)	FY2025 (Budget)	FY2025 (Budget)
Beginning Balance	\$ 282,850	\$ 270,166	\$ 260,405	\$ 272,920	\$ 0
Addition (Use of)	(12,684)	(9,761)	12,515	(272,920)	-
Ending Balance	\$ 270,166	\$ 260,405	\$ 272,920	\$ 0	\$ 0

1 This fund is no longer used and will be closed once project installations are complete.

City of Herriman Budget Versus Actual Report - July 2025

Herriman City Safety Enforcement Area							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Property Tax	-	-	9,651,170	9,651,170	0%	(170,375)	0%
Motor Vehicle in Lieu	-	-	618,800	618,800	0%	-	0%
Interest Income	4,391	4,391	86,010	81,619	5%	375	1171%
Budgeted Use of Fund Balance	-	-	236,450	236,450	0%	-	0%
Total Revenue	\$ 4,391	\$ 4,391	\$ 10,592,430	\$ 10,588,039	0%	\$ (170,000)	-3%
Expenditures							
Public Notices	-	-	1,000	1,000	0%	-	0%
Transfer to Public Safety Fund	1,025,287	1,025,287	9,893,710	8,868,423	10%	823,284	125%
Transfer to Capital Equipment Fund	697,720	697,720	697,720	-	100%	697,720	100%
Total Expenditures	\$ 1,723,007	\$ 1,723,007	\$ 10,592,430	\$ 8,869,423	16%	\$ 1,521,004	113%
Excess of Revenues Over (Under) Expenditures	\$ (1,718,616)	\$ (1,718,616)	\$ -				\$ (1,691,004)

1 Yearly fleet replacement fund contribution (timing difference).

Fund Balance Available					
	FY2022 (ACFR)	FY2023 (ACFR)	FY2024 (ACFR)	FY2025 (Estimated)*	FY2026 (Budget)
Beginning Balance	\$ 1,307,908	\$ 1,355,992	\$ 193,397	\$ 1,251,694	\$ 2,148,498
Addition (Use of)	48,084	(1,162,595)	1,058,297	896,804	(236,450)
Ending Balance	\$ 1,355,992	\$ 193,397	\$ 1,251,694	\$ 2,148,498	\$ 1,912,048

**Unaudited*

City of Herriman Budget Versus Actual Report - July 2025

Herriman City Fire Service Area							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Property Tax	-	-	7,545,500	7,545,500	0%	-	0%
Motor Vehicle in Lieu	-	-	381,930	381,930	0%	-	0%
Interest Income	29,905	29,905	316,580	286,675	9%	23,291	128%
UFSA Fund Balance Transfer	-	-	37,900	37,900	0%	-	0%
Use of Fund Balance	-	-	3,573,380	3,573,380	0%	-	0%
Total Revenue	\$ 29,905	\$ 29,905	\$ 11,855,290	\$ 11,825,385	0%	\$ 23,291	128%
Expenditures							
Professional Fees	-	-	200	200	0%	-	0%
Bldgs & Grounds - Supplies Maint	-	-	40,000	40,000	0%	-	0%
Contract Services (UFA)	1,421,287	1,421,287	5,875,810	4,454,523	24%	1,383,444	103%
Contract Services (UFA)-Debt Service	-	-	447,000	447,000	0%	-	0%
0048-00 Fire Station 103 Replacement	-	-	5,492,280	5,492,280	0%	-	0%
Total Expenditures	\$ 1,421,287	\$ 1,421,287	\$ 11,855,290	\$ 4,941,723	12%	\$ 1,383,444	103%
Excess of Revenues Over (Under) Expenditures	\$ (1,391,382)	\$ (1,391,382)	\$ -				\$ (1,360,153)

1 Contract payment is made to Unified Fire Authority quarterly (timing difference).

Fund Balance Available (Unrestricted)					
	FY2022 (ACFR)	FY2023 (ACFR)	FY2024 (ACFR)	FY2025 (Estimated)*	FY2026 (Budget)
Beginning Balance	\$ 158,744	\$ 1,152,984	\$ 3,320,407	\$ 6,586,519	\$ 9,052,498
Addition (Use of)	994,240	2,167,423	3,266,112	2,465,979	(3,573,380)
Ending Balance	\$ 1,152,984	\$ 3,320,407	\$ 6,586,519	\$ 9,052,498	\$ 5,479,118

**Unaudited*

City of Herriman Budget Versus Actual Report - July 2025

Herriman Towne Center CDA							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Property Tax	-	-	4,096,520	4,096,520	0%	-	0%
Interest Income	10,384	10,384	126,020	115,636	8%	9,373	111%
Total Revenue	\$ 10,384	\$ 10,384	\$ 4,222,540	\$ 4,212,156	0%	\$ 9,373	111%
Expenditures							
HTC Communities Participation Agreement	-	-	1,879,920	1,879,920	0%	-	0%
2016 Tax Increment Bond	-	-	854,570	854,570	0%	854,243	0%
2016 SAA Bond	-	-	900,580	900,580	0%	-	0%
Trustee and Administrative Fees	3,039	3,039	86,980	83,941	3%	1,506	202%
Budgeted Increase to Fund Balance	-	-	500,490	500,490	0%	-	0%
Total Expenditures	\$ 3,039	\$ 3,039	\$ 4,222,540	\$ 4,212,156	0%	\$ 855,749	0%
Excess of Revenues Over (Under) Expenditures							
	\$ 7,345	\$ 7,345	\$ -				\$ (846,376)

Fund Balance Available (Unrestricted)

	FY2022 (ACFR)	FY2023 (ACFR)	FY2024 (ACFR)	FY2025 (Estimated)*	FY2026 (Budget)
Beginning Balance	\$ 4,258,649	\$ 5,026,472	\$ 6,338,779	\$ 2,739,129	\$ 2,845,245
Addition (Use of)	767,823	1,312,307	(3,599,650)	106,116	500,490
Ending Balance	\$ 5,026,472	\$ 6,338,779	\$ 2,739,129	\$ 2,845,245	\$ 3,345,735

*Unaudited

City of Herriman Budget Versus Actual Report - July 2025

Herriman Business Center CDA							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Property Tax	-	-	1,737,440	1,737,440	0%	-	0%
Interest Income	4,718	4,718	26,030	21,312	18%	3,976	119%
Total Revenue	\$ 4,718	\$ 4,718	\$ 1,763,470	\$ 1,758,752	0%	\$ 3,976	118.7%
Expenditures							
Tax Incentive Payment-Rosecrest	-	-	1,447,760	1,447,760	0%	-	0%
Administrative Fees	1,739	1,739	26,290	24,551	7%	1,560	111%
Budgeted Increase in Fund Balance	-	-	289,420	289,420	0%	-	0%
Total Expenditures	\$ 1,739	\$ 1,739	\$ 1,763,470	\$ 1,761,731	0%	\$ 1,560	111.5%
Excess of Revenues Over (Under) Expenditures							
	\$ 2,979	\$ 2,979	\$ -				\$ 2,416

Fund Balance Available (Unrestricted)

	FY2022 (ACFR)	FY2023 (ACFR)	FY2024 (ACFR)	FY2025 (Estimated)*	FY2026 (Budget)
Beginning Balance	\$ 2,659,132	\$ 280,982	\$ 587,823	\$ 889,990	\$ 1,205,221
Addition (Use of)	(2,378,150)	306,841	302,167	315,231	289,420
Ending Balance	\$ 280,982	\$ 587,823	\$ 889,990	\$ 1,205,221	\$ 1,494,641

*Unaudited

City of Herriman Budget Versus Actual Report - July 2025

Herriman Anthem Town Center CRA

	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Property Tax	-	-	1,524,690	1,524,690	0%	-	0%
Interest Income	1,776	1,776	6,360	4,584	28%	850	209%
Total Revenue	\$ 1,776	\$ 1,776	\$ 1,531,050	\$ 1,529,274	0%	\$ 850	208.9%
Expenditures							
Tax Increment Payments	-	-	730,580	730,580	0%	-	0%
Mitigation Payments	-	-	417,710	417,710	0%	-	0%
Sales Tax Incentive Payments	-	-	13,250	13,250	0%	-	0%
Affordable Housing	-	-	110,700	110,700	0%	-	0%
Administrative Fees	1,570	1,570	23,950	22,380	7%	672	234%
Budgeted Increase in Fund Balance	-	-	234,860	234,860	0%	-	0%
Total Expenditures	\$ 1,570	\$ 1,570	\$ 1,531,050	\$ 1,529,480	0%	\$ 672	233.6%
Excess of Revenues Over (Under) Expenditures	\$ 206	\$ 206	\$ -			\$ 178	

Fund Balance Available (Unrestricted)

	FY2022 (ACFR)	FY2023 (ACFR)	FY2024 (ACFR)	FY2025 (Estimated)*	FY2026 (Budget)
Beginning Balance	\$ 391,368	\$ 201,274	\$ 69,686	\$ 190,725	\$ 454,928
Addition (Use of)	(190,094)	(131,588)	121,039	264,203	234,860
Ending Balance	\$ 201,274	\$ 69,686	\$ 190,725	\$ 454,928	\$ 689,788

*Unaudited

City of Herriman Budget Versus Actual Report - July 2025

Herriman Innovation District CDA

	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Property Tax	-	-	349,130	349,130	0%	-	0%
Interest Income	2,909	2,909	23,430	20,521	12%	2,137	136%
Total Revenue	\$ 2,909	\$ 2,909	\$ 372,560	\$ 369,651	1%	\$ 2,137	136.1%
Expenditures							
Mitigation Payments	-	-	141,270	141,270	0%	-	0%
Affordable Housing	-	-	20,790	20,790	0%	-	0%
Administrative Fee	821	821	12,950	12,129	6%	226	363%
Budgeted Increase in Fund Balance	-	-	197,550	197,550	0%	-	0%
Total Expenditures	\$ 821	\$ 821	\$ 372,560	\$ 371,739	0%	\$ 226	363.3%
Excess of Revenues Over (Under) Expenditures	\$ 2,088	\$ 2,088	\$ -			\$ 1,911	

Fund Balance Available (Unrestricted)*

	FY2022 (ACFR)	FY2023 (ACFR)	FY2024 (ACFR)	FY2025 (Estimated)*	FY2026 (Budget)
Beginning Balance	\$ -	\$ 89,900	\$ 253,434	\$ 477,576	\$ 742,885
Addition (Use of)	89,900	163,534	224,142	265,309	197,550
Ending Balance	\$ 89,900	\$ 253,434	\$ 477,576	\$ 742,885	\$ 940,435

*Unaudited

*The Innovation District has long-term contracts that will consume any available fund balance if fulfilled.

City of Herriman Budget Versus Actual Report - July 2025

Herriman North CRA							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Transfer from General Fund	-	-	25,000	25,000	0%	-	0%
Total Revenue	\$ -	\$ -	\$ 25,000	\$ 25,000	0%	\$ -	0%
Expenditures							
Sales Tax Incentive Payment	-	-	25,000	25,000	0%	-	0%
Total Expenditures	\$ -	\$ -	\$ 25,000	\$ 25,000	0%	\$ -	0%
Excess of Revenues Over (Under) Expenditures	\$ -	\$ -	\$ -			\$ -	

Fund Balance Available					
	FY2022 (ACFR)	FY2023 (ACFR)	FY2024 (ACFR)	FY2025 (Actual)	FY2026 (Budget)
Beginning Balance	\$ -	\$ -	\$ -	\$ -	\$ -
Addition (Use of)	-	-	-	-	-
Ending Balance	\$ -	\$ -	\$ -	\$ -	\$ -

City of Herriman Budget Versus Actual Report - July 2025

Development Services Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Charges for Services	208,950	208,950	1,703,000	1,494,050	12%	186,554	112%
Licenses and Permits	205,699	205,699	2,093,000	1,887,301	10%	122,870	167%
Interest	17,096	17,096	85,155	68,059	20%	17,096	100%
Budgeted Use of Fund Balance	-	-	-	-	0%	-	0%
Total Revenue	\$ 431,745	\$ 431,745	\$ 3,881,155	\$ 3,449,410	11%	\$ 326,520	132%
Expenditures							
Personnel	67,758	67,758	1,373,570	1,305,812	5%	65,632	103%
Operating	66,652	66,652	446,725	380,073	15%	35,365	188%
Administrative Fees	149,916	149,916	1,864,350	1,714,434	8%	107,273	140%
Transfer to Debt Service Fund	61,900	61,900	61,950	50	100%	62,000	100%
Contribution to Fund Balance	-	-	134,560	134,560	0%	-	0%
Total Expenditures	\$ 346,226	\$ 346,226	\$ 3,881,155	\$ 3,534,929	9%	\$ 270,270	128%
Excess of Revenues Over (Under) Expenditures	\$ 85,519	\$ 85,519	\$ -			\$ 56,250	

1 Software support contracts (timing difference).

2 Entire amount of transfer was completed in July (timing difference).

Fund Balance Available (Unrestricted)					
	FY2022 (ACFR)	FY2023 (ACFR)	FY2024 (ACFR)	FY2025 (Estimated)*	FY2026 (Budget)
Beginning Balance	\$ -	\$ -	\$ -	\$ 2,214,825	\$ 4,048,593
Addition (Use of)	-	-	2,214,825	1,833,768	134,560
Ending Balance	\$ -	\$ -	\$ 2,214,825	\$ 4,048,593	\$ 4,183,153
<i>*Unaudited</i>					
% of expenditures					
112% 114%					
Over (Under) Fund Balance Policy					
2,419,776 2,340,831					

City of Herriman Budget Versus Actual Report - July 2025

Grants Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
CDBG Program	-	-	135,000	135,000	0%	-	0%
Total Revenue	\$ -	\$ -	\$ 135,000	\$ 135,000	0%	\$ -	0%
Expenditures							
Personnel (Mental Health Grant)	84	84	-	(84)	0%	-	0%
0181-01 Community Center Remodel	-	-	135,000	135,000	0%	-	0%
Total Expenditures	\$ 84	\$ 84	\$ 135,000	\$ 134,916	0%	\$ -	0%
Excess of Revenues Over (Under) Expenditures	\$ (84)	\$ (84)	\$ -			\$ -	

Fund Balance Available (Unrestricted)					
	FY2022 (ACFR)	FY2023 (ACFR)	FY2024 (ACFR)	FY2025 (Estimate)*	FY2026 (Budget)
Beginning Balance	\$ -	\$ -	\$ -	\$ -	\$ 31,878
Addition (Use of)	-	-	-	31,878	-
Ending Balance	\$ -	\$ -	\$ -	\$ 31,878	\$ 31,878

*Unaudited

City of Herriman Budget Versus Actual Report - July 2025

Capital Projects Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Grants-Federal (ACUB)	-	-	2,000,000	2,000,000	0%	-	0%
Grant-UDOT (7300 W Extension \$10.5M)	-	-	7,500,000	7,500,000	0%	-	0%
Interest Income	48,682	48,682	-	(48,682)	0%	48,682	100%
Transfer In - General Fund	33,844	33,844	406,130	372,286	8%	33,844	100%
Transfer In - Water Fund	1,842,117	1,842,117	1,842,120	3	100%	1,842,117	100%
Budgeted Use of Fund Balance	-	-	1,776,160	1,776,160	0%	-	0%
Total Revenue	1,924,643	1,924,643	13,524,410	11,599,767	14%	1,924,643	100%
Expenditures							
Capital Projects	24,506	24,506	13,524,410	13,499,904	0%	580,045	4%
Total Expenditures	24,506	24,506	13,524,410	13,499,904	0%	\$ 580,045	4%
Excess of Revenues Over (Under) Expenditures	1,900,137	1,900,137	-			\$ 1,344,598	

City of Herriman Budget Versus Actual Report - July 2025

Public Works Facility Capital Projects Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Interest Income	3,236	3,236	21,300	18,064	15%	3,236	100%
Budgeted Use of Fund Balance	-	-	153,700	153,700	0%	-	0%
Total Revenue	\$ 3,236	\$ 3,236	\$ 175,000	\$ 171,764	2%	\$ 3,236	100%
Expenditures							
0089-00 Public Works Facility	-	-	175,000	175,000	0%	-	0%
Total Expenditures	\$ -	\$ -	\$ 175,000	\$ 175,000	0%	\$ -	0%
Excess of Revenues Over (Under) Expenditures	\$ 3,236	\$ 3,236	\$ -			\$ 3,236	

Fund Balance Available

	FY2022 (ACFR)	FY2023 (ACFR)	FY2024 (ACFR)	FY2025 (Budget)	FY2026 (Budget)
Beginning Balance	\$ 74,538	\$ 546,868	\$ 779,262	\$ 813,039	\$ 533,539
Addition (Use of)	\$ 472,330	\$ 232,394	\$ 33,777	\$ (279,500)	\$ (153,700)
Ending Balance	\$ 546,868	\$ 779,262	\$ 813,039	\$ 533,539	\$ 379,839

City of Herriman Budget Versus Actual Report - July 2025

Project	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Transportation							
0001-01 11800 S Improvements Ph 1 (Reimb)	-	-	381,900	381,900	0%	-	0%
0016-04 7300 W Extension Ph 4	-	-	7,500,000	7,500,000	0%	-	0%
0182-00 Streetlight Replacement Project	-	-	72,800	72,800	0%	24,504	0%
0153-00 Sidewalk Trip Hazard Removal	-	-	124,000	124,000	0%	-	0%
0058-00 Herriman Main Street Widening	-	-	-	-	0%	168,535	0%
0016-02 7300 W Widening Phase 2	-	-	-	-	0%	380,365	0%
0010-01 6000 W Road Widening Phase 1	-	-	-	-	0%	4,250	0%
0125-00 Traffic Signal 11800 s & 6400 W	-	-	250,000	250,000	0%	-	0%
0127-00 Traffic Signal Herriman Rose Blvd & Ft Herriman Pkwy	-	-	14,070	14,070	0%	-	0%
0050-00 Gina Rd Improvements	-	-	1,918,280	1,918,280	0%	-	0%
0100-01 Rose Canyon Rd ROW Imp Phase 1	-	-	15,000	15,000	0%	-	0%
Total Transportation	-	-	10,276,050	10,276,050	0%	577,654	0%
Parks & Recreation							
0170-00 Main St Median-Water Efficient Landscaping	-	-	600,000	600,000	0%	-	0%
0215-00 Ice Ribbon Reserve Fund	-	-	155,560	155,560	0%	-	0%
0082-00 Mineral Way Park Playground Replacement	-	-	100,000	100,000	0%	-	0%
Total Parks & Recreation	-	-	855,560	855,560	0%	-	0%
Other							
0216-00 Property Acquisition	-	-	2,000,000	2,000,000	0%	2,320	0%
0172-00 ERP System Replacement	24,506	24,506	300,000	275,494	8%	71	34515%
0018-00 Animal Shelter	-	-	92,800	92,800	0%	-	0%
Total Other	24,506	24,506	2,392,800	2,368,294	1%	2,391	1025%
Total Capital Project Expenditures	\$ 24,506	\$ 24,506	\$ 13,524,410	\$ 13,499,904	0%	\$ 580,045	4.2%

City of Herriman Budget Versus Actual Report - July 2025

Capital Equipment Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Interest Income	8,102	8,102	-	(8,102)	0%	6,271	129%
Transfer from General Fund	17,773	17,773	213,280	195,507	8%	-	0%
Transfer from Police Fund	-	-	82,000	82,000	0%	-	0%
Transfer from HCSEA Fund	697,720	697,720	697,720	-	100%	697,720	100%
Budgeted Use of Fund Balance	-	-	618,000	618,000	0%	-	0%
Total Revenue	\$ 723,595	\$ 723,595	\$ 1,611,000	\$ 887,405	45%	\$ 703,991	103%
Expenditures							
Conference Room Upgrades	-	-	10,000	10,000	0%	-	0%
0190-00 Community Room Projectors	10,849	10,849	-	(10,849)	0%	-	0%
0191-00 City Council Workroom A/V Upgrades	-	-	50,000	50,000	0%	-	0%
Snowplow (Streets)	-	-	16,000	16,000	0%	-	0%
Ford F150 (Unit 199) (Parks)	-	-	73,400	73,400	0%	-	0%
Ford F150 (Unit 210) (Parks)	-	-	63,880	63,880	0%	-	0%
Speed Trailer (Police)	-	-	22,000	22,000	0%	-	0%
VTM Case Service Integration (Police)	-	-	60,000	60,000	0%	-	0%
Ford F150 (Unit HPD174) (Police)	-	-	81,000	81,000	0%	-	0%
Ford F150 (Unit HPD175) (Police)	-	-	78,000	78,000	0%	-	0%
Ford F150 (Unit HPD176) (Police)	-	-	78,000	78,000	0%	-	0%
Ford F150 (Unit HPD177) (Police)	-	-	78,000	78,000	0%	-	0%
Ford F150 (Unit HPD178) (Police)	-	-	75,000	75,000	0%	-	0%
Ford F150 (Unit HPD179) (Police)	-	-	75,000	75,000	0%	-	0%
Ford F150 (Unit HPD180) (Police)	-	-	78,000	78,000	0%	-	0%
Ford F150 (Unit HPD181) (Police)	-	-	75,000	75,000	0%	-	0%
Contribution to Fund Balance	-	-	697,720	697,720	0%	-	0%
Total Expenditures	\$ 10,849	\$ 10,849	\$ 1,611,000	\$ 1,600,151	1%	\$ -	0%
Excess of Revenues Over (Under) Expenditures							
	\$ 712,746	\$ 712,746	\$ -			\$ 703,991	

1 Project budgeted in fiscal year 2025. A carryover amendment will be proposed in the fall.

Fund Balance Available					
	FY2022 (ACFR)	FY2023 (ACFR)	FY2024 (ACFR)	FY2025 (Budget)	FY2026 (Budget)
Beginning Balance	\$ -	\$ -	\$ -	\$ 701,820	\$ 1,607,040
Addition (Use of)	-	-	701,820	905,220	79,720
Ending Balance	\$ -	\$ -	\$ 701,820	\$ 1,607,040	\$ 1,686,760

City of Herriman Budget Versus Actual Report - July 2025

Capital Projects - Bond Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Bond Proceeds	-	-	13,263,310	13,263,310	0%	-	0%
Developer Reimbursement	-	-	1,100,000	1,100,000	0%	-	0%
Bond Premium	27,867	27,867	-	(27,867)	0%	-	0%
Total Revenue	\$ 27,867	\$ 27,867	\$ 14,363,310	\$ 14,335,443	0%	\$ -	0%
Expenditures							
0011-03 6400 W Improvements Phase 2 & 3	2,791,578	2,791,578	-	(2,791,578)	0%	-	0%
0044-02 Dansie Blvd Phase 3	-	-	1,477,000	1,477,000	0%	-	0%
0186-00 Herriman Main St Widening Phase 2 (Hidden Oaks)	-	-	1,300,000	1,300,000	0%	-	0%
0001-02 11800 S Phase 2	-	-	3,500,000	3,500,000	0%	-	0%
0011-02 6400 W Improvements Phse 2	-	-	5,450,000	5,450,000	0%	-	0%
0038-00 Creek Ridge Open Space Corridor	-	-	2,250,000	2,250,000	0%	-	0%
Cost of Issuance	104,926	104,926	386,310	281,384	27%	-	0%
Total Expenditures	\$ 2,896,504	\$ 2,896,504	\$ 14,363,310	\$ 11,466,806	20%	\$ -	0%
Excess of Revenues Over (Under) Expenditures	\$ (2,868,637)	\$ (2,868,637)	\$ -			\$ -	

The original biennial budget (adopted June 2024) contained an initial estimate of when projects would be completed. However, a revised project list was prepared for the 2025 Sales and Franchise Tax Revenue Bonds. A second bond will not be issued this year. The original project list adopted as part of the 2025 Sales and Francise Tax Revenue Bonds will be carried over as part of a future budget amendment.

City of Herriman Budget Versus Actual Report - July 2025								
Water Fund								
Revenue	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year	
	Water Sales	2,567,918	2,567,918	17,703,647	15,135,729	15%	2,112,045	122%
	Connection Fees	9,750	9,750	150,000	140,250	7%	7,525	130%
	Interest Income	50,376	50,376	50,000	(376)	101%	38,967	129%
	Interest Income-Construction Funds	48,583	48,583	-	(48,583)	0%	77,853	62%
	Jordan Valley Water Conservancy Grant	-	-	40,000	40,000	0%	-	0%
	Other	22,647	22,647	253,790	231,143	9%	22,845	99%
Use of Fund Balance		-	-	2,125,825	2,125,825	0%	-	0%
Total Water Fund Revenue		\$ 2,699,274	\$ 2,699,274	\$ 20,323,262	\$ 17,623,988	13%	\$ 2,259,235	119.5%
Expenditures								
Administration								
Personnel	13,772	13,772	236,430	222,658	6%	12,538	110%	
Operating	97,667	97,667	672,920	575,253	15%	18,374	532%	
Administrative Chargeback	105,335	105,335	1,049,410	944,075	10%	61,082	172%	
Total Administration	\$ 216,774	\$ 216,774	\$ 1,958,760	\$ 1,741,986	11%	\$ 91,994	235.6%	
Maintenance								
Personnel	106,854	106,854	2,064,680	1,957,826	5%	97,140	110%	
Operating	92,707	92,707	1,683,100	1,590,393	6%	57,830	160%	
Water Purchases (JVWCD)	1,135,918	1,135,918	6,991,250	5,855,332	16%	1,148,635	99%	
Capital Outlay	235,937	235,937	661,100	425,163	36%	140,116	168%	
Total Maintenance	\$ 1,571,416	\$ 1,571,416	\$ 11,400,130	\$ 9,828,714	14%	\$ 1,443,721	108.8%	
Blue Stakes								
Personnel	4,416	4,416	45,490	41,074	10%	2,024	218%	
Operating	1,032	1,032	30,650	29,618	3%	949	109%	
Total Blue Stakes	\$ 5,448	\$ 5,448	\$ 76,140	\$ 70,692	7%	\$ 2,973	183.2%	
Secondary Water								
Personnel	5,028	5,028	107,070	102,042	5%	4,813	104%	
Operating	19,825	19,825	496,600	476,775	4%	34,664	57%	
Total Maintenance	\$ 24,853	\$ 24,853	\$ 603,670	\$ 578,817	4%	\$ 39,477	63.0%	
Other								
Bond Payments and Fees	-	-	3,483,450	3,483,450	0%	516,600	0%	
Transfer to Water Capital Projects	958,992	958,992	958,992	-	100%	1,849,224	52%	
Transfer to Capital Projects Fund	1,842,117	1,842,117	1,842,120	3	100%	-	0%	
Total Other	\$ 2,801,109	\$ 2,801,109	\$ 6,284,562	\$ 3,483,453	45%	\$ 2,365,824	118.4%	
Total Expenditures	\$ 4,619,600	\$ 4,619,600	\$ 20,323,262	\$ 15,703,662	23%	\$ 3,943,989	117.1%	
Excess of Revenues Over (Under) Expenditures	\$ (1,920,326)	\$ (1,920,326)	\$ -			\$ (1,684,754)		

1 Full Risk Management charge made in July (timing difference).

2 Water purchases are higher in summer months due to increased consumption (timing difference).

3 Water meter purchases for new connections (timing difference).

City of Herriman Budget Versus Actual Report - July 2025							
Water Fund Summary							
Revenue	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
	\$ 2,699,274	\$ 2,699,274	\$ 20,323,262	\$ 17,623,988	13%	\$ 2,259,235	119%
Expenditures							
Personnel	130,070	130,070	2,453,670	2,323,600	5%	116,515	112%
Operating	211,231	211,231	2,883,270	2,672,039	7%	111,817	189%
Water Purchases	1,135,918	1,135,918	6,991,250	5,855,332	16%	1,148,635	99%
Capital	235,937	235,937	661,100	425,163	36%	140,116	168%
Bond Payments	-	-	3,483,450	3,483,450	0%	516,600	0%
Administrative Chargeback	105,335	105,335	1,049,410	944,075	10%	61,082	172%
Transfer to Water Capital Projects	2,801,109	2,801,109	2,801,112	3	100%	1,849,224	151%
Total Expenditures	\$ 4,619,600	\$ 4,619,600	\$ 20,323,262	\$ 2,323,600	22.7%	\$ 3,943,989	117.1%
Excess of Revenues Over (Under) Expenditures	\$ (1,920,326)	\$ (1,920,326)	\$ -			\$ (1,684,754)	

City of Herriman Budget Versus Actual Report - July 2025

Water Capital Projects Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Grant - Secondary Waterline 13400 S 5600 W	-	-	2,000,000	2,000,000	0%	-	0%
Grant - State of Utah 2M Culinary Water Tank	5,798	5,798	-	(5,798)	0%	-	0%
Transfer from Water Fund	958,992	958,992	958,992	-	100%	1,849,224	52%
Total Revenue	\$ 964,790	\$ 964,790	\$ 2,958,992	\$ -	33%	\$ 1,849,224	52%
Expenditures							
0208-00 Water Sites Security Cameras	-	-	20,000	20,000	0%	-	0%
0177-00 Power to Hi Deck PRV Stations	-	-	12,000	12,000	0%	-	0%
0178-00 EFI PRV Rehabilitation	-	-	40,000	40,000	0%	-	0%
0222-00 PRV Replacement	-	-	20,000	20,000	0%	-	0%
0176-00 PRV SCADA System Upgrades	-	-	53,500	53,500	0%	1,316	0%
0111-00 Water SCADA System Upgrade	-	-	55,000	55,000	0%	285	0%
0175-00 AMI Towers	-	-	30,000	30,000	0%	-	0%
0154-00 PRV Corrosion Correction Plan	-	-	138,000	138,000	0%	-	0%
0218-00 Old Town Water Project (EPA Grant)	-	-	-	-	0%	2,278	0%
Freightliner 10 Wheel Dump Truck	-	-	374,435	374,435	0%	-	0%
Ford F350 Utility Truck (Unit 208)	-	-	96,257	96,257	0%	-	0%
Ford F150 Pickup (Unit 213)	-	-	59,800	59,800	0%	-	0%
0224-00 4000 W VFD Refurbishment	-	-	60,000	60,000	0%	-	0%
Secondary Waterline 13400 S 5600 W	205,803	205,803	2,000,000	1,794,197	10%	-	0%
Total Expenditures	\$ 205,803	\$ 205,803	\$ 2,958,992	\$ 2,753,189	7%	\$ 3,879	5306%
Excess of Revenues Over (Under) Expenditures							
	\$ 758,987	\$ 758,987	\$ -			\$ 1,845,345	

City of Herriman Budget Versus Actual Report - July 2025

Water Rights Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Water Rights	3,260	3,260	-	(3,260)	0%	20,994	16%
Interest Income	16,311	16,311	60,000	43,689	27%	31,522	52%
Use of Fund Balance	-	-	1,439,000	1,439,000	0%	-	0%
Total Revenue	\$ 19,571	\$ 19,571	\$ 1,499,000	\$ 1,479,429	1%	\$ 52,516	37%
Expenditures							
Water Right Purchases	-	-	1,333,000	1,333,000	0%	-	0%
Water Right Research/Fees	-	-	166,000	166,000	0%	27	0%
Total Expenditures	\$ -	\$ -	\$ 1,499,000	\$ 1,499,000	0%	\$ 27	0%
Excess of Revenues Over (Under) Expenditures	\$ 19,571	\$ 19,571	\$ -			\$ 52,489	

City of Herriman Budget Versus Actual Report - July 2025

Water Impact Fee Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Water Impact Fees	87,472	87,472	3,000,000	2,912,528	3%	103,314	85%
Interest Income	21,479	21,479	60,000	38,521	36%	26,534	81%
Total Revenue	\$ 108,951	\$ 108,951	\$ 3,060,000	\$ 2,951,049	4%	\$ 129,848	84%
Expenses							
Capital Projects							
SR-111 Waterlines	539	539	-	(539)	0%	-	0%
0044-02 Dansie Blvd Phase 3	-	-	360,000	360,000	0%	-	0%
0011-02 6400 W Improvements Phase 2	-	-	1,435,200	1,435,200	0%	-	0%
Total Capital Projects	\$ 539	\$ 539	\$ 1,795,200	\$ 1,794,661	0%	\$ -	0%
Other							
Professional Services	-	-	90,000	90,000	0%	-	0%
Contribution to Fund Balance	-	-	1,174,800	1,174,800	0%	-	0%
Total Other Expenses	\$ -	\$ -	\$ 1,264,800	\$ 1,264,800	0%	\$ -	0%
Total Expenses	\$ 539	\$ 539	\$ 3,060,000	\$ 3,059,461	0%	\$ -	0%
Excess of Revenues Over (Under) Expenses	\$ 108,412	\$ 108,412	\$ -			\$ 129,848	

City of Herriman Budget Versus Actual Report - July 2025

Storm Water Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Storm Water Fee	148,355	148,355	1,797,670	1,649,315	8%	143,426	103%
Interest Income	7,138	7,138	15,000	7,862	48%	5,384	133%
Private Storm Water Enforcement	-	-	30,000	30,000	0%	100	0%
Total Revenue	\$ 155,493	\$ 155,493	\$ 1,861,410	\$ 1,705,917	8%	\$ 148,910	104%
Expenses							
Administration							
Operating	1,688	1,688	101,900	100,212	2%	1,830	92%
Administrative Chargeback	37,149	37,149	408,440	371,291	9%	20,630	180%
Transfer to Storm Water Capital Projects	395,000	395,000	395,000	-	100%	-	0%
Total Administration	\$ 433,837	\$ 433,837	\$ 905,340	\$ 471,503	48%	\$ 22,460	1932%
Maintenance							
Personnel	27,912	27,912	501,920	474,008	6%	23,861	117%
Operating	13,309	13,309	230,150	216,841	6%	7,479	178%
Capital	-	-	4,000	4,000	0%	6,775	0%
Total Maintenance	\$ 41,221	\$ 41,221	\$ 736,070	\$ 694,849	6%	\$ 38,115	108%
Engineering							
Operating	9,442	9,442	77,950	68,508	12%	7,286	130%
Administrative Chargeback	10,440	10,440	142,050	131,610	7%	7,953	131%
Total Engineering	\$ 19,882	\$ 19,882	\$ 220,000	\$ 200,118	9%	\$ 15,239	130%
Total Expenses	\$ 494,940	\$ 494,940	\$ 1,861,410	\$ 1,366,470	27%	\$ 75,814	653%
Excess of Revenues Over (Under) Expenses	\$ (339,447)	\$ (339,447)	\$ -			\$ 73,096	

1 Full transfer to Storm Water Capital Projects made in July (timing difference).

2 Full Risk Management charge made in July (timing difference).

City of Herriman Budget Versus Actual Report - July 2025

Storm Water Fund Summary							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
	\$ 155,493	\$ 155,493	\$ 1,861,410	\$ 1,705,917	8%	\$ 148,910	104.4%
Expenditures							
Personnel	27,912	27,912	501,920	474,008	6%	23,861	117%
Operating	24,439	24,439	410,000	385,561	6%	16,595	147%
Capital	-	-	4,000	4,000	0%	6,775	0%
Administrative Chargeback	47,589	47,589	550,490	502,901	9%	28,583	166%
Transfers/Contribution to Fund Balance	395,000	395,000	395,000	-	100%	-	0%
Total Expenditures	\$ 494,940	\$ 494,940	\$ 1,861,410	\$ 1,366,470	27%	\$ 75,814	652.8%
Excess of Revenues Over (Under) Expenditures	\$ (339,447)	\$ (339,447)	\$ -			\$ 73,096	

City of Herriman Budget Versus Actual Report - July 2025

Storm Water Impact Fee Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Storm Drain Fees	17,754	17,754	200,000	182,246	9%	4,540	391%
Interest Income	11,328	11,328	36,200	24,872	31%	13,227	86%
Total Revenue	\$ 29,082	\$ 29,082	\$ 236,200	\$ 207,118	12%	\$ 17,767	164%
Expenditures							
0120-00 Master Planning - Storm Drain	-	-	10,000	10,000	0%	-	0%
0011-02 6400 W Improvements Phase 2	-	-	219,000	219,000	0%	-	0%
Total Expenditures	\$ -	\$ -	\$ 236,200	\$ 236,200	0%	\$ -	0%
Excess of Revenues Over (Under) Expenditures	\$ 29,082	\$ 29,082	\$ -			\$ 17,767	

City of Herriman Budget Versus Actual Report - July 2025

Storm Water Capital Projects Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Transfer from Storm Water Fund	395,000	395,000	395,000	-	100%	-	0%
Total Revenue	\$ 395,000	\$ 395,000	\$ 395,000	\$ -	100%	\$ -	0%
Expenditures							
0151-00 Storm Drain Retrofit Projects	-	-	290,000	290,000	0%	-	0%
0152-00 Storm Drain SCADA Master Plan Projects	-	-	75,000	75,000	0%	-	0%
0060-00 Hi Country Rd Storm Drain	-	-	30,000	30,000	0%	-	0%
Total Expenditures	\$ -	\$ -	\$ 395,000	\$ 395,000	0%	\$ -	0%
Excess of Revenues Over (Under) Expenditures	\$ 395,000	\$ 395,000	\$ -			\$ -	

City of Herriman Budget Versus Actual Report - July 2025

Benefits Management Fund

	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Benefits Management Charges	115,266	115,266	163,100	47,834	71%	-	0%
Interest Income	429	429	-	(429)	0%	-	0%
Total Revenue	\$ 115,695	\$ 115,695	\$ 163,100	\$ 47,405	71%	\$ -	0%
Expenditures							
Claims and Professional Services	8,590	8,590	163,100	154,510	5%	-	0%
Total Expenditures	\$ 8,590	\$ 8,590	\$ 163,100	\$ 154,510	5%	\$ -	0%
Excess of Revenues Over (Under) Expenditures	\$ 107,105	\$ 107,105	\$ -			\$ -	

City of Herriman Budget Versus Actual Report - July 2025

Risk Management Fund

	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Risk Management Charges	515,460	515,460	515,460	-	100%	-	0%
Interest Income	2,024	2,024	-	(2,024)	0%	-	0%
Total Revenue	\$ 517,484	\$ 517,484	\$ 515,460	\$ (2,024)	100%	\$ -	0%
Expenditures							
Insurance	309,438	309,438	323,000	13,562	96%	-	0%
Claims and Professional Services	-	-	61,000	61,000	0%	-	0%
Contribution to Fund Balance	-	-	131,460	131,460	0%	-	0%
Total Expenditures	\$ 309,438	\$ 309,438	\$ 515,460	\$ 206,022	60%	\$ -	0%
Excess of Revenues Over (Under) Expenditures	\$ 208,046	\$ 208,046	\$ -			\$ -	

1 Insurance payments are made in July (timing difference).

1

City of Herriman Budget Versus Actual Report - July 2025

High Country I Water Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Water Sales	19,286	19,286	-	(19,286)	0%	18,279	106%
Connection Fee	-	-	-	-	0%	-	0%
Interest Income	1,041	1,041	-	(1,041)	0%	1,408	74%
Total Revenue	\$ 20,327	\$ 20,327	\$ -	\$ (20,327)	0%	\$ 19,687	103%
Expenditures							
Administration							
Personnel	-	-	-	-	0%	545	0%
Operating	121	121	-	(121)	0%	190	64%
Total Administration	\$ 121	\$ 121	\$ -	\$ (121)	0%	\$ 735	16%
Maintenance							
Personnel	1,630	1,630	-	(1,630)	0%	2,820	58%
Operating	1,356	1,356	-	(1,356)	0%	-	0%
Capital	-	-	-	-	0%	-	0%
Total Maintenance	\$ 2,986	\$ 2,986	\$ -	\$ (2,986)	0%	\$ 2,820	106%
Total Expenditures	\$ 3,107	\$ 3,107	\$ -	\$ (3,107)	0%	\$ 3,555	87%
Excess of Revenues Over (Under) Expenditures	\$ 17,220	\$ 17,220	\$ -			\$ 16,132	

Fund Balance Available (Unrestricted)					
	FY2022	FY2023	FY2024	FY2025 (Estimated)*	FY2026 (Budget)
Beginning Balance	\$ 86,917	\$ 103,771	\$ 103,533	\$ 65,462	\$ (16,300)
Addition (Use of)	60,986	47,453	13,831	(17,597)	-
Capital Reserve	(44,132)	(47,691)	(51,902)	(64,165)	-
Ending Balance	\$ 103,771	\$ 103,533	\$ 65,462	\$ (16,300)	\$ (16,300)
<i>*Unaudited</i>					
Capital Reserve Balance	\$ 136,548	\$ 184,239	\$ 236,141	\$ 300,306	\$ 236,141

High Country II Water Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Water Sales	33,717	33,717	-	(33,717)	0%	34,902	97%
Water Impact Fees	-	-	-	-	0%	-	0%
Interest Income	2,675	2,675	-	(2,675)	0%	2,620	102%
Total Revenue	\$ 36,392	\$ 36,392	\$ -	\$ (36,392)	0%	\$ 37,522	97.0%
Expenditures							
Personnel	1,730	1,730	-	(1,730)	0%	4,415	39%
Operating	1,082	1,082	-	(1,082)	0%	13,443	8%
Capital	-	-	-	-	0%	-	0%
Total Expenditures	\$ 2,812	\$ 2,812	\$ -	\$ (2,812)	0%	\$ 17,858	15.7%
Excess of Revenues Over (Under) Expenditures	\$ 33,580	\$ 33,580	\$ -			\$ 19,664	

Fund Balance Available					
	FY2022	FY2023	FY2024	FY2025 (Estimated)	FY2026 (Budget)
Beginning Balance	\$ 617,677	\$ 788,439	\$ 471,185	\$ 581,707	\$ 684,670
Addition (Use of)	170,762	(317,254)	110,522	102,963	-
Ending Balance	\$ 788,439	\$ 471,185	\$ 581,707	\$ 684,670	\$ 684,670



STAFF REPORT

DATE: August 26, 2025

TO: The Honorable Mayor and City Council

FROM: Jackie Nostrom

SUBJECT: Approval of a Resolution appointing Justun Edwards as an alternate member to the Trans-Jordan Cities Board

RECOMMENDATION:

Staff recommends to appoint Justun Edwards as an alternate member to the Trans-Jordan Cities Board

ISSUE BEFORE COUNCIL:

Would the Council like to appoint Public Works Director Justun Edwards as the alternate member of the Trans-Jordan Cities Board

ALIGNMENT WITH STRATEGIC PLAN:

ES 1 – Establish appropriate levels of service by function.

BACKGROUND/SUMMARY:

During the August 13, 2025 City Council meeting, Council discussed appointing Councilmember Sherrie Ohrn as the Herriman representative for the Trans-Jordan Cities' Board. Discussion also circled around appointing Public Works Director Justun Edwards as the alternate representative; however, the recommendation was not formalized in the motion during the meeting. Trans-Jordan Cities would like something to place in their file appointing Director Edwards to the Board as an alternate member.

DISCUSSION:

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. On August 13, 2025, Herriman City Council appointed Councilmember Sherrie Ohrn as the Herriman representative. TJC is requesting an alternate member be named.

ALTERNATIVES:

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

The Council may choose any alternate, as desired.



HERRIMAN, UTAH
RESOLUTION NO. RXX-2025

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

WHEREAS, the Herriman City Council (“Council”) met in a regular session on September 10, 2025, to consider, among other things, appointing an alternate 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 an alternate representative to the above referenced board; and

WHEREAS, the Council has considered the appointment of Justun Edwards as Herriman’s alternate representative on the above referenced board.

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

This Resolution, assigned No. RXX-2025, shall take effect immediately.

PASSED AND APPROVED by the Herriman City Council this 10th day of September, 2025.

HERRIMAN

Lorin Palmer, Mayor

ATTEST:

Jackie Nostrom, MMC
City Recorder



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 amendments to subsection §10-3-5 “Definitions Generally” of the Herriman City Code to define and clarify “Retaining Walls,” “Subdivision Walls,” “Surcharge,” “Building Height,” and propose an additional subsection in §10-29 to regulate the construction and placement of retaining walls (City File Z2025-087).

RECOMMENDATION:

The Planning Commission conducted a public hearing on July 16, 2025, and voted 4-2 to forward a positive recommendation to amend Herriman City Code subsection §10-3-5 “Definitions Generally” of the Herriman City Code to define and clarify “Retaining Walls,” “Subdivision Walls,” “Surcharge,” and “Building Height,” and an additional subsection in Chapter 10-29 to regulate the construction and placement of retaining walls.

ISSUE BEFORE COUNCIL:

Should the City amend subsection §10-3-5 Definitions Generally, defining “Retaining Walls”, Subdivision Walls”, “Surcharge”, and adding clarity to the definition of “Building Height” and amending §10-29 Supplementary and Qualifying Regulations, adding a subsection regulating the construction and placement of retaining walls.

BACKGROUND & SUMMARY:

The Herriman City Council approved a “pending ordinance” regarding retaining walls on January 22, 2025. This action paused all reviews on retaining walls to allow staff time to address deficiencies in the City’s current land use regulations pertaining to site grading and retaining walls.

The basis for the pending ordinance was due to several occasions where the language of the ordinance caused confusion for applicants and City staff. At the direction of the City Council, staff drafted several potential amendments to Title 10 of the Land Development Code to address these deficiencies, which include definitions and regulations regarding the construction and placement of retaining walls.

In preparing the draft ordinance for Council consideration, staff prepared two (2) options for measuring height, which have been described in general terms below:

Option 1. Determining the average height of each side of the building elevations. No single building elevation shall exceed the maximum allowed height of the zone. (more restrictive regarding the measurement of height)

Option 2. Determining the average height of each side of the building elevations, and averaging those sides to determine the overall average height of the building. (less restrictive in the measurement of height)

See Attachment A for a complete copy of the proposed amendment and Attachment B for an illustration of both building height measurement options.

The City published a public hearing notice on July 3, 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.

REVIEW STANDARDS:

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;

4.2.2 Goals Overall Planning Aims & Goals – Herriman aims to enhance the public realm throughout the City and hide private development to frame the public realm and create neighborhoods of lasting value and beauty (Policy 4, HCC General Plan).

Finding: As part of the identified goal, the General Plan further states, “Herriman will recognize the different types and character of Herriman’s neighborhoods and match amenities that are compatible, tailored, and appropriate.”

Whereas the proposal intends to protect or implement the following recognized neighborhood characteristics and amenities, the staff finds the proposal complies with this standard:

- Promote cohesive design standards that maintain neighborhood character and streetscapes by encouraging compatibility in scale and materials;
- Address visual blight by discouraging large, stark, or poorly constructed walls that dominate viewsheds or public spaces;
- Protect properties from potential negative impacts such as shifting soil, water intrusion, and unintended or illegal encroachments; and
- Protect public utilities and infrastructure by preventing walls from being built over easements or too close to roadways, pipes, and storm drains.

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

Finding: *The proposed amendments are consistent with the City's current practices of regulating the placement of retaining walls and site grading. The proposed amendment will codify these current practices, provide additional regulations, and provide clarity to the regulation of retaining walls, building heights, and site grading.*

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

Finding: *The proposed amendments will help mitigate adverse impacts on adjacent properties by regulating the placement of retaining walls along property boundaries and limiting the height of walls to reduce their visual impact on neighboring properties.*

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.

Finding: *The proposed text amendments will not impact the existing public facilities or services. Furthermore, the proposed amendment addresses site drainage and minimizes erosion and runoff by integrating proper drainage solutions into wall designs.*

FISCAL IMPACT:

None; the proposal does not obligate or negatively impact the adopted or future Herriman City Budget.

STRATEGIC PLAN:

Within the City Council's Strategic Plan, staff identified the following relevant priorities and goals:

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

ES 2 – Quality public safety. *Residents want to feel safe and secure* in their private homes and public places. All City functions will focus on supporting this goal (italics added).

ALTERNATIVES:

The City Council may consider the following alternatives:

- **Approve Ordinance:** Motion to approve ordinance with option (1 or 2) for measuring building height.
- **Approve Ordinance with Modification:** Motion to approve ordinance with one or more additional modifications identified by the City Council.
- **Continue Ordinance:** Motion to continue ordinance for further consideration. (Council may request staff to provide additional information if needed.)
- **Deny Ordinance:** Motion to deny ordinance as proposed.

ATTACHMENTS:

- A. Draft Ordinance
- B. Illustration of Building Height Options

HERRIMAN, UTAH
ORDINANCE NO. 2025 -

**AMENDING TITLE 10 OF HERRIMAN CITY CODE TO MODIFY DEFINITIONS
AND LAND USE REGULATIONS AFFILIATED WITH RETAINING WALLS**

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 the regulatory text or official map; and

WHEREAS, pursuant to Utah State Code, the Planning Commission (the “Commission”) shall prepare and recommend any Zoning 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 July 3, 2025, for a meeting to be held on July 16, 2025, at 7:00 p.m.; and

WHEREAS, the Commission voted 4-2 to recommend approval of the Zoning text amendment in a public meeting held on July 16, 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 September 10, 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 Z2025-087;

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 10th day of September 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

10-3-5: Definitions, Generally

Finished grade means (i) the ground surface elevation of the undisturbed natural topography, (ii) the elevation established through grading in accordance with a subdivision approval, or (iii) a grading permit approved by the City in a non-residential zone.

Grade means the lowest point of elevation of the finished surface of the ground, paving, or sidewalk within the area between a building and the property line or, when the property line is more than five feet from the building, between the building and a line five feet from the building. *ground surface elevation immediately adjoining the exterior wall of a building.* Unless otherwise specified, “grade” shall mean the *finished grade.*

Grade plane means a reference plane representing the average of the lowest and highest points of elevation of the *finished grade* within the area between the building and (a) the lot line, where the lot line is located six (6) feet or less from the building, or (b) a point six (6) feet from the building, where the lot line is located more than six (6) feet from the building. The measurement shall exclude depressions caused by window wells, basement stairwells, or similar below-grade features, except for garages.

Height measurement means the established method for measuring building height, as described in See HCC 10-29-25.

Height, building, means the overall vertical distance above the lowest approved finish grade at any point on the perimeter of a building to the highest point of the coping of a flat roof, or to the highest point of the ridgeline of a pitched, hipped, or mansard roof. Finished grade shall be the ground elevation determined during final grading of the subdivision or natural (unmodified) grade of a property not in a subdivision, assuming that all grading, cuts, fills, or other man-made alterations are in compliance with City requirements. When uncertainty exists, the community development director, in consultation with the city engineer and planning director as necessary, will determine the finish grade such based upon best *available* information.

Height, fence, means the vertical distance from the ground to the top of a fence panel (portion of fence between the fence poles or supports). Fence height excludes minimal fence poles or supports that extend no higher than six inches above the fence panel.

Height, hub, when referring to a wind turbine, means the distance measured from ground level to the center of the turbine hub.

Height, total, when referring to a wind turbine, means the distance measured from ground level to the blade extended at its highest point.

Height, tower, when referring to a wind turbine, means the distance measured from ground level to the top of the tower, not including the blades.

Retaining wall means any structure designed to resist the lateral displacement of soil or other materials. Examples include block walls, rock walls (i.e., rockeries), concrete walls, and segmented walls. Retaining walls that have an unbalanced load of less than four (4) feet in height are generally considered landscaping elements. A retaining wall is not considered a fence.

Subdivision wall means a retaining wall or rockery installed during the initial grading of a subdivision. Subdivision walls shall be constructed as shown on grading plans approved by the City Engineer during final subdivision plat review and approval. Subdivision walls may cross lot lines and be installed along boundary lines in areas where the soil would not naturally retain itself, such as steep slopes with a horizontal-to-vertical ratio exceeding two-to-one (2:1), or near-vertical or vertical slopes.

Surcharge means an additional load or weight applied to the soil behind a retaining structure or excavation, beyond the weight of the retained soil itself. Examples of surcharges, or additional loads beyond the self-weight of soil, include stockpiled materials, traffic on roadways, nearby structures, and construction equipment, all of which can increase lateral earth pressure and necessitate reinforced engineering solutions.

10-29-25 Height Measurement, Exceptions, and Limitations

A. Height measurement.

1. Except as provided in subsection (A)(2) of this section, allowable height shall be the vertical distance from finished grade to the highest point of the building or structure.
2. For sloped lots or buildings with varied floor elevations, the height of a building shall be the vertical distance from the average elevation of the ground under the building to the allowed number of feet above and parallel to the finished grade. The average level of ground shall be determined by adding the elevation of the highest and lowest foundation points of the building and dividing by two (the midpoint of foundation).
1. Building height shall be measured vertically from the established grade plane to the highest point of the building or structure.
 - a. Where a rooftop is utilized as usable floor space, such as an uncovered rooftop deck or patio, the highest point shall be measured to the top of a parapet wall, guardrail, or the highest point of the building elevation.
 - b. The following structures shall not be included in determining building height: penthouses and roof structures for elevators, stairways, tanks, ventilating fans, or similar equipment required to operate and maintain a building; fire or parapet walls; skylights; towers; steeples; flagpoles; chimneys; smokestacks; water tanks; wireless or television masts; theater lofts; silos; and similar structures.

B. Height exceptions. The following may be erected above the height limits prescribed in this title:

1. Penthouse and roof structures for elevators, stairways, tanks, ventilating fans, or similar equipment required to operate and maintain a building; and
2. Fire or parapet walls, skylights, towers, steeples, flagpoles, chimneys, smokestacks, water tanks, wireless or television masts, theater lofts, silos, and similar structures.

C. Height limitations.

1. No space above the height limits prescribed in this title shall be allowed for the purpose of providing additional floor space.

2. The height limits prescribed in this title shall not be exceeded in any area governed by airport height provisions.

Option 1

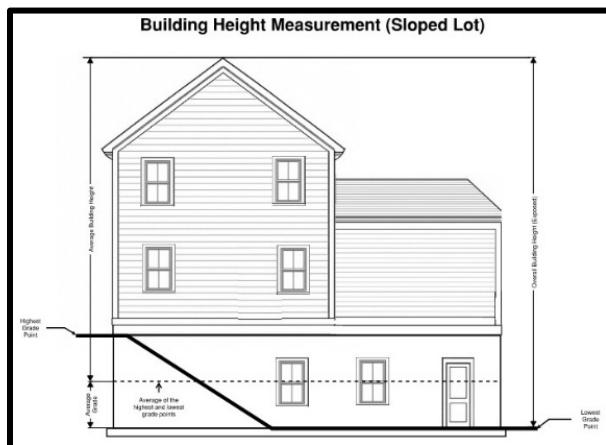
2. On sloped lots or buildings with varied floor elevations:

a. On sloped lots, the height of each building façade shall be measured as the average of the vertical distance between finished grade and the highest point of the building along that façade. Each façade shall not exceed the maximum building height allowed in the zone.

Option 2

2. On sloped lots or buildings with varied floor elevations:

a. On sloped lots, the height of each building façade shall be measured as the average of the vertical distance between finished grade and the highest point of the building along that façade. For the purpose of calculating the overall building height, the average height shall be determined by averaging the heights of all sides of the building. Example: If the highest grade point along the front façade results in a height of 25 feet and the lowest grade point results in a height of 35 feet, the average height of that façade shall be 30 feet. The overall building height shall then be calculated as the average of the façade heights on all sides of the building.



b. No single façade shall exceed 125% of the maximum height permitted in the zone, even if the average height complies with the overall limit.

B. Unless an administrative interpretation permits or requires additional building elevation measurements due to unusual or atypical architectural design, an applicant shall provide four (4) building elevation measurements, one (1) for each building elevation.

C. Where uncertainty exists regarding finished grade or grade plane, the Community Development Director shall establish the proper measurement based on the best available information.

D. Agricultural structures. Agricultural structures may have less than one story.

10-29-53 RETAINING WALLS

A. Purpose: It is the purpose of this section to establish regulations that control the use, permitting, and construction of retaining walls in a manner that provides erosion control, slope stability, site drainage, and mitigates secondary impacts to adjacent properties.

B. Applicability: This section applies to all "retaining walls" and "subdivision walls," as defined in section 10-3-5 of this title.

C. Permits: Applications shall be processed and issued in accordance with building permit procedures and applicable provisions of this section. Building permit review fees will be assessed and collected upon the submittal of the building permit application.

1. Building Permit Required: Except as otherwise provided in subsection E, all retaining walls with an unbalanced load of four (4) feet or greater require a building permit prior to construction or alteration (see Figure 1). Retaining walls with an unbalanced load of less than four (4) feet that are subject to a surcharge require a building permit. Any retaining wall, or portion thereof, located within a public utility easement shall satisfy all requirements outlined in §10-29-19 of this title.

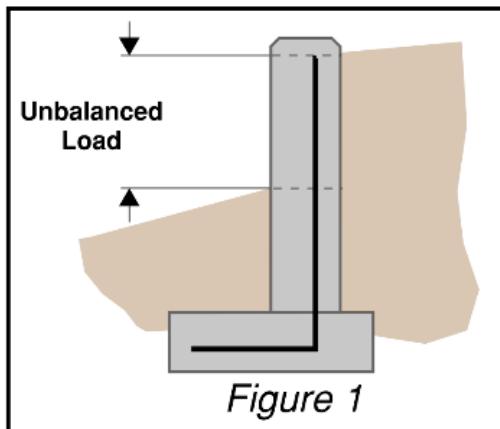


Figure 1

2. Building Permit Exemptions: Retaining walls that retain less than four (4) feet of unbalanced fill (see Figure 1) and meet the criteria outlined below do not require a building permit. However, any retaining wall that supports a surcharge or requires engineering design, as specified in Section R404.4 (Retaining Walls) of the International Residential Code (IRC), requires a building permit.

- a. The front and back slopes of a retaining wall shall not be steeper than a horizontal-to-vertical ratio exceeding two-to-one (2H:1V). See Figure 2.
- b. Tiered retaining walls with an unbalanced load of less than four feet (4') per wall, and have front and back slopes from each wall no steeper than or equal to a horizontal-to-vertical ratio exceeding two-to-one (2H:1V), and have a horizontal separation that is twice the height of the unbalanced load (2S:1H). See Figure 3.

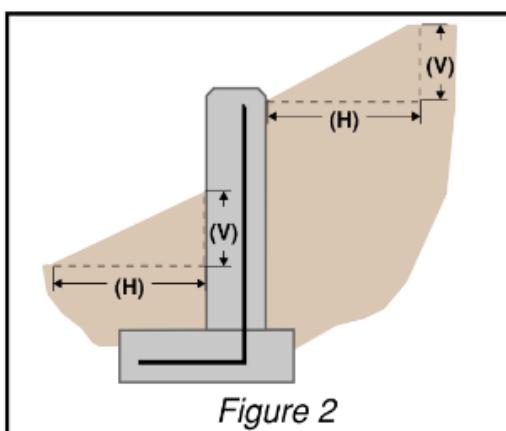


Figure 2

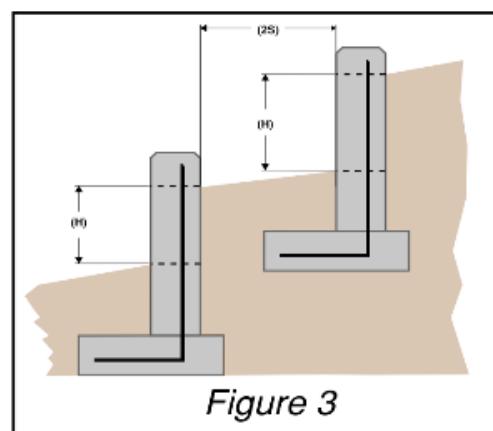


Figure 3

- c. A building permit shall be required if the horizontal spacing of the retaining wall is less than 2S:1H or in any instance where a surcharge cannot be mitigated through the horizontal spacing of a retaining wall.
- d. A retaining wall with an unbalanced load of less than four (4) feet located within a public utility easement shall satisfy all requirements outlined in §10-29-19 of this title.

D. Location: Retaining walls with an unbalanced load of four (4) feet or greater shall not be placed in the following areas:

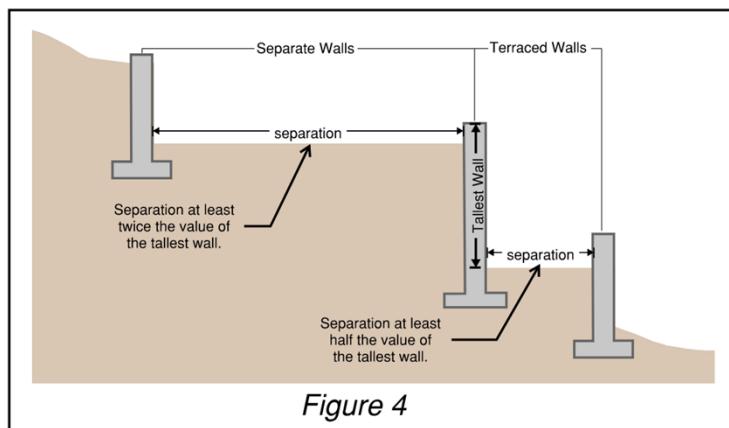
- 1. Within a public utility easement (PUE) located along the front boundary line, or a rear or exterior side boundary line adjacent to a street.
- 2. Within a PUE located along the rear or an interior lot line without satisfying all requirements outlined in §10-29-19 of this title, and approved by the city engineer.
- 3. Within five (5) feet of a rear or interior lot line unless approved as part of a subdivision wall.
- 4. No portion of a retaining wall, including the footings and anchors, shall encroach into an adjacent property without the written consent of the adjacent property owner.

E. Height: For the purposes of this subsection, the height of a retaining wall, excluding rockeries, is measured as the exposed height (H) of the wall. The height of a rockery is measured from the bottom of the footing, or base stone, to the top of the wall. If a retaining wall has a varying height along its length, the height is the largest value of the measured height along the length of the wall.

- 1. Residential, Forestry Recreation, and Agricultural Zones
 - a. A single retaining wall shall not exceed ten (10) feet in height.
 - b. Within the front or corner yard setback areas facing a street, each retaining wall shall not exceed four (4) feet in height.
 - c. Terracing of retaining walls is permitted, but the combined height of all walls shall not exceed eighteen (18) feet. Walls with a separation distance of at least twice the height of the tallest wall, measured from face of wall to face of wall, shall be considered as separate walls. Within a terraced retaining wall group, a minimum horizontal separation of at least half the height of the tallest wall within the group is required. The horizontal separation is measured from the back of the lower wall to the face of the higher wall. See figure 4.
 - d. When a grade change of four (4) feet or greater is created by a proposed retaining wall along the boundary of the subject property, fencing with a minimum height of three (3) feet shall be installed along the boundary of the property where a grade change of four (4) feet or more occurs.
 - e. Tiered wall terraces shall incorporate a minimum of five (5) shrubs per twenty (20) linear feet or live plant material that provides 50 percent ground cover at maturity. Drip irrigation shall be used, where applicable, to minimize erosion and maintain landscaping.

2. All other zones

- a. A single retaining wall shall not exceed ten (10) feet in height, unless specifically modified within an approved planned unit development or master development agreement.
- b. Terracing of retaining walls is permitted, but the combined height of all walls shall not exceed eighteen (18) feet. Walls with a separation distance of at least two times the height of the tallest wall, measured from face of wall to face of wall, shall be considered as separate walls. Within a terrace retaining wall group, a minimum horizontal separation of at least half the height of the tallest wall in the group is required. Horizontal separation is measured from the back of the lower wall to the face of the higher wall. See figure 4.
- c. When a grade change of four (4) feet or greater is created by a proposed retaining wall along the boundary of the subject property, fencing with a minimum height of three (3) feet shall be installed along the boundary of the property where a grade change of four (4) feet or more occurs.
- d. Tiered wall terraces shall incorporate a minimum of five (5) shrubs per twenty (20) linear feet or live plant material which provides 50 percent ground cover at maturity. Drip irrigation shall be used when applicable to minimize erosion and maintain landscaping.



F. Height and Location Exceptions: An exception may be granted by the City Engineer to place a retaining wall within five (5) feet of a property line, or in a front or side yard public utility easement, if the following conditions are met:

1. The proposed retaining wall will restrain existing slopes along the boundaries of the site, excluding front and side boundary lines adjacent to a street, that exceed a 3:1 slope and cannot be naturally stabilized.
2. To secure a cut or retain soil to accommodate vehicular access or for the construction of a home or detached structure.
3. The unbalanced load of the retaining wall placed within five (5) feet of the property line does not exceed four (4) feet. However, the city engineer may grant an exception to the unbalanced load maximum when:
 - a. The slope along the boundary line cannot be retained in a single lift or cut of four (4) feet or less;

- b. Tiering would eliminate the side or rear yard and leave the property owner with a strip of unusable yard space that is less than five (5) feet; or
 - c. The site is constrained in a manner that is not conducive to tiering due to topography or an adjoining use.
- 4. Placement of retaining wall shall not negatively impact any adjacent properties by limiting the construction or placement of structures, parking areas, site work, landscaping, etc., or create an unsafe environment that cannot be mitigated through requirements outlined in this chapter.
- 5. Retaining walls constructed in a Hillside Overlay Zone shall comply with all regulations of this section and the requirements outlined in §10-15(B) of this Title.
- 6. Rock walls, or rockeries, are not eligible for height exceptions.

G. Subdivision Walls: A retaining wall or rockery installed during the initial grading and development of a subdivision. Submittals for subdivision walls shall occur at the time the pre-liminary plat is submitted for the subdivision. Subdivision walls shall be reviewed and approved by city staff prior to the recordation of the final plat.

- 1. Subdivision walls are exempt from subsections F and I of this chapter but are subject to the following requirements:
 - a. Rockeries shall not exceed an unbalanced load greater than nine (9) feet. Rockeries used to restrain lifts or cuts greater than nine (9) feet in height shall be tiered with a minimum horizontal separation of 2H:1V.
 - b. Block, concrete, or segmented retaining walls shall not exceed a height of 20 feet in a single lift. Retaining walls exceeding the height of 20 feet shall be tiered. However, the city engineer may grant additional height when necessary to minimize the width of a dedicated public or private right-of-way.
 - c. Block, concrete, or segmented retaining walls greater than nine (9) feet in height shall incorporate design features such as color bands, curves, and decorative top caps.

H. Engineering Design Required:

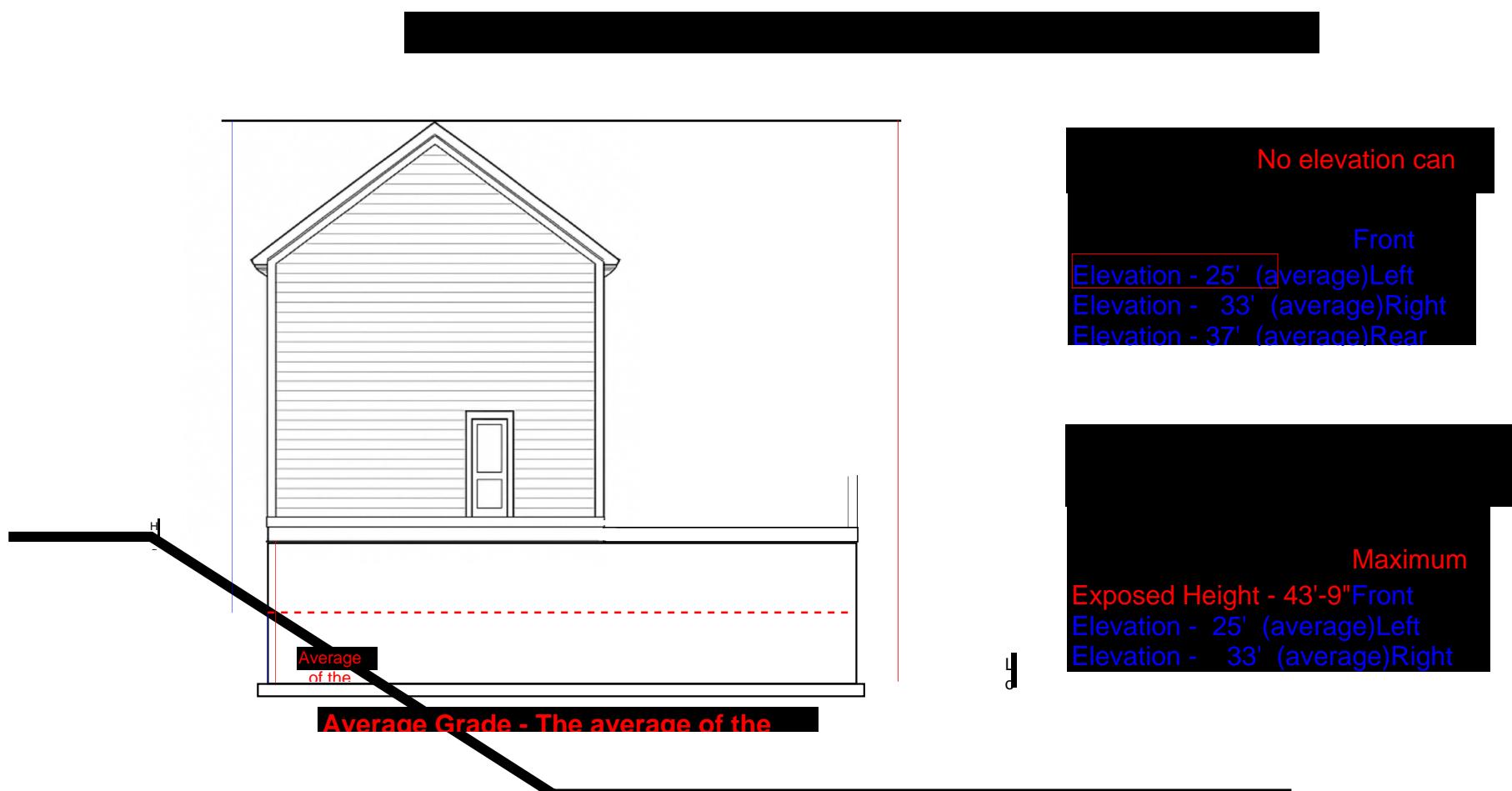
- 1. All retaining walls that retain an unbalanced load of four (4) feet or greater are required to obtain a building permit.
- 2. All retaining walls with an unbalanced load of four (4) feet or less, which hold a surcharge such as parking areas and footings, are required to obtain a building permit.
- 3. Plans shall be designed by a geotechnical engineer licensed by the state of Utah.
- 4. Plans submitted must be stamped by the design engineer.

I. Submittals: The following documents and calculations prepared by a licensed engineer of the state of Utah shall be submitted with each retaining wall building permit application:

1. Profile drawings if the retaining wall is longer than fifty (50) linear feet, with the base elevation, exposed base elevation, and top of wall labeled at the ends of the wall and every fifty (50) linear feet or change in grade;
2. Cross-sectional drawings, including surface grades and structures located in front of and behind the retaining wall, for a distance equivalent to three (3) times the height of the wall, and if the wall is supporting a slope, then the cross section shall include the entire slope plus surface grades and structures within a horizontal distance equivalent to one times the height of the slope;
3. A site plan showing the location of the retaining walls with the base elevation, exposed base elevation, and top of wall labeled at the ends of the wall and every fifty (50) linear feet or change in grade;
4. Material strength parameters used in the design of the retaining wall, substantiated with laboratory testing of the materials as follows:
 - a. For soils, this may include, but is not limited to, unit weights, direct shear tests, triaxial shear tests, and unconfined compression tests;
 - b. If laboratory testing was conducted using off-site soils in the area, the results of the testing with similar soil classification testing must be submitted;
 - c. For segmented block walls, the manufacturer's test data for the wall facing, soil reinforcement, and connection parameters shall be submitted in an appendix;
 - d. Minimum laboratory submittal requirements are the unit weight of retained soils, gradation for cohesionless soils, Atterberg limits for cohesive soils, and shear test data;
 - e. Soil classification testing shall be submitted for all direct shear or triaxial shear tests;
 - f. If a Proctor is completed, classification testing shall be submitted with the Proctor result; and
 - g. Laboratory testing shall be completed in accordance with applicable American Society for Testing and Materials (ASTM) standards.

J. Inspections and Final Report: The design engineer shall conduct all necessary inspections for final approval and acceptance of the retaining wall upon completion of construction. A final report from the engineer shall confirm that the retaining wall was constructed in accordance with the submitted design. The report shall include details of each required wall inspection. All pertinent compaction testing results shall be included in the final report.

K. Maintenance: It shall be the property owner's responsibility to maintain all retaining walls on their property in a manner that preserves the structural integrity, safety, drainage, and appearance of the retaining walls.





STAFF REPORT

DATE: September 02, 2025

TO: The Honorable Mayor and City Council

FROM: Todd Sheeran

SUBJECT: Request from MLM Holdings, LLC to Renew/Update Land Transfer Agreement

RECOMMENDATION:

Staff recommends approval

ISSUE BEFORE COUNCIL:

MLM has asked the City Council to renew and update the Land Transfer Agreement in order to move forward with the proposed development.

ALIGNMENT WITH STRATEGIC PLAN:

NA

BACKGROUND/SUMMARY:

In 2019, Herriman City entered into a Land Transfer Agreement with MLM Holdings, LLC for the purpose of facilitating the development of a high-end sports facility. Under the Agreement, the City conveyed property to MLM at no cost, subject to certain conditions.

One key condition required MLM to acquire an adjacent parcel of property. The Agreement provided that if MLM did not acquire the parcel, the Agreement would “automatically terminate” and MLM would be required to deed the property back to the City. The Agreement also included deadlines for MLM to obtain a building permit and secure a certificate of occupancy, which were also not completed.

DISCUSSION:

The negotiated renewal is intended to:

- Establish updated conditions and timelines for development;
- Address issues raised in the original Agreement, including acquisition requirements;
- Provide safeguards to protect the City’s interests; and
- Resolve/mitigate the pending litigation between the parties.

Potential Benefits

Resolves ongoing litigation and related costs.

Creates a clear contractual framework moving forward.
Provides a path for development of the property consistent with community goals.
Avoids further uncertainty regarding property ownership and use.

Potential Risks

MLM did not meet the requirements of the original Agreement, which may raise concerns about performance under a renewed agreement.
If MLM fails to meet new milestones, the City could face additional delays or disputes.
Renewal may be perceived as rewarding prior nonperformance.
The City must ensure that safeguards and remedies in the Renewal Agreement are sufficiently strong to protect public assets.

ALTERNATIVES:

- Continue to review the agreement
- Not sign the agreement.

FISCAL IMPACT:

ATTACHMENTS:

Land Transfer Agreement

After recording, please send to:

Herriman City
Attn: City Recorder
5355 W Herriman Main St
Herriman, UT 84096

Affected Parcel No(s): 26-25-251-009

Revised Land Transfer and Development Agreement

This Revised Land Transfer and Development Agreement (“Agreement”) is between Herriman City, a Utah municipal corporation (“City” or “Owner”), and Dream Big Enterprises, LLC, a Utah limited liability company dba D-Bat Herriman (“D-Bat”), MLM Holdings, LLC, a Utah limited liability company (“MLM”), and Mike Maze, an individual and owner of D-Bat and MLM (“Maze”) D-Bat, MLM, and Maze will collectively be referred to as “Developer.”. This Agreement is effective on the date that the last party executes this Agreement as indicated by the date stated under that party’s signature line (“Effective Date”).

Recitals

A. The City owned certain real property at 12225 South Herriman Main Street, Herriman, Utah 84096; APN: 26-25-251-009 (“Property”), as more fully depicted and described in **Exhibit A**.

B. In 2023, Maze approached the City and offered to install certain public improvements in exchange for the Property, and further represented that he would construct an indoor baseball facility on the Property.

C. The City Council agreed to the transfer, subject to the following conditions:

1. Maze would need to acquire the adjacent parcel, as the sole owner, from Herriman 73 Partners, LLC¹ by August 26, 2023.
2. Maze would need to rezone the Property to a Sports Entertainment Zone.
3. Maze would need to submit a site plan by September 9, 2023.
4. Maze would need to do a subdivision plat by December 31, 2023.

¹ This “adjacent parcel” was owned by Herriman City, but Herriman City was contractually obligated to sell the property to Herriman 73 Partners, LLC.

5. Maze would need to submit for a building permit by January 22, 2024.
6. Maze would need to relocate Copper Creek by July 31, 2024.
7. Maze would need to install a trailhead parking lot by October 31, 2024.
8. Maze would need to complete the project by April 30, 2025.

D. Maze agreed to the foregoing conditions, and the parties entered into a Land Transfer Agreement dated July 12, 2023, attached hereto as **Exhibit B** ("Prior Agreement").

E. The City deeded the Property to MLM on July 26, 2023, with the following restriction:

NOTICE OF RESTRICTIONS: The above-tract of land is subject to certain restrictions pursuant to a Land Transfer Agreement, dated July 12, 2023, between grantor and grantee. A copy of said agreement can be acquired from the Herriman City Recorder.

F. Shortly after execution of the Prior Agreement, Maze requested amendments to three deadlines, as follows:

1. By December 12, 2023, Maze would acquire the adjacent parcel.
2. By December 12, 2023, Maze would submit for a site plan.
3. By March 11, 2024, Maze would submit for a building permit.

G. The City Council agreed, and the parties signed an amendment to the Prior Agreement ("Amended Prior Agreement"), attached as Exhibit B.

H. The Prior Agreement provided that if Maze failed to acquire the adjacent parcel, the agreement "shall automatically terminate ... and [MLM] shall deed back the Property to the City."

I. On or about September 19, 2023, MLM obtained a loan in the original principal amount of \$250,000.00 from Deseret First Credit Union, as evidenced by Entry No. 14153896 recorded in the Salt Lake County Recorder's Office.

J. On or about October 23, 2023, MLM obtained a second loan in the original principal amount of \$1,250,000.00 from Mike Hale, as evidenced by Entry No. 14166436 recorded in the Salt Lake County Recorder's Office.

K. Maze failed to acquire the adjacent parcel by December 12, 2023, and has not acquired the adjacent parcel to date.

L. Maze also failed to satisfy any of the other conditions in the Prior Agreement, except that the Property was rezoned to include a Sports Entertainment Overlay Zone.

M. On April 2, 2025, the City received a letter from counsel for Mike Hale stating that Maze was in breach of the deed of trust, that a Notice of Default and Election to Sell had been recorded, and that foreclosure proceedings had commenced. A copy of the letter is attached as **Exhibit C**.

N. On April 11, 2025, the City sent a letter to Maze stating that the first condition, acquiring the adjacent parcel, had not been satisfied, and demanding that the Property be transferred back to the City free and clear of all encumbrances. A copy of the letter is attached as **Exhibit D**.

O. Maze refused to deed the Property back to the City or remove the loans encumbering the Property.

P. On August 13, 2025, the City filed suit against Maze, D-Bat, MLM, and the lienholders. See Case No. 250906586.

Q. Additionally, the City filed a *lis pendens* against the Property, as evidence by Entry No. 14422408 recorded in the Salt Lake County Recorder's Office.

R. In August 2025, the City was notified that Maze had secured a new investor to buy out Mr. Hale. However, the transaction could not be completed while the *lis pendens* remained on record.

S. Accordingly, Maze approached the City and requested that the City remove the *lis pendens* and the parties renegotiate the land transfer agreement.

Accordingly, the parties agree as follows:

Agreement

1. **The Project.** The Developer shall develop the Property consistent with the concept plan, attached hereto as **Exhibit E** ("Project"). The Project may be completed in phases in accordance with the phasing plan, attached hereto as **Exhibit F**.

2. **Warranties.** Maze, D-Bat, and MLM, each jointly and severally, and both in their individual and representative capacities, expressly warrant, represent, and covenant that they will fully and timely perform and complete all obligations, duties, and commitments set forth in this Agreement. The Developers acknowledge and agree that their failure, refusal, or neglect to do so shall constitute a material breach of this Agreement and shall subject each of them, individually and collectively, to direct, personal, and corporate liability for all resulting damages, costs, expenses, and equitable relief available at law or in equity. No limitation of liability, corporate shield, or similar doctrine shall relieve any Developer of responsibility under this Section.

3. **Public Improvements.** The Developer must comply with the dates set forth in the schedule, attached hereto as **Exhibit F**, for the installation of public improvements. Such dates may be extended in writing by the City. Only the City can waive satisfaction of the conditions herein, and any such waiver must be in writing, signed by the City Manager, and approved as to form by the City Attorney.

4. Development Obligations and Deadlines

a. Concept Plan. The Developer shall ensure that all design, construction, and other aspects of the Project are consistent with the Concept Plan and shall make all reasonable efforts to achieve the vision as set out in the Concept Plan. Any proposed deviations from the Concept Plan must be submitted to the Herriman City Council (“City Council”) for approval in writing prior to implementation.

b. Site Plan. The Developer shall submit for site plan approval by December 31, 2025.

c. Building Permit. The Developer shall submit for a building permit for the Project by February 15, 2026.

d. CLOMR. The Developer shall submit for a Conditional Letter of Map Revision (CLOMR) from FEMA by March 1, 2026.

e. Certificate of Occupancy. The Developer shall complete the Project and receive a certificate of occupancy from the City by [REDACTED].

5. Status Updates.

a. The City shall have the right to conduct periodic inspections to verify compliance with the phasing and construction schedule.

b. The Developer shall provide the City with monthly written progress updates.

6. City Repurchase Options.

a. Failure to Comply with Section 4.

i. Subject to Section 8, the City shall have a reversionary interest in the Property upon failure to comply with Section 4.

ii. If the Developer does not comply with Section 4(a)-(d), the City shall have the option to repurchase the Property for the amount of public improvements installed, as listed in Exhibit F. Any other improvements made to the Property shall not be compensable. All lienholders shall be subject to this condition and shall be subordinate to the City's repurchase interests.

iii. If the Developer does not comply with Section 4(e), the City shall have the option to repurchase the Property for 75% of the Property's appraisal value. All lienholders shall be subject to this condition and shall be subordinate to the City's repurchase interests.

7. **Deed Back Provision.** If the Developer fails to deed back the Property after a notice of default has been sent and the items were not cured, the City shall be entitled to record a signed warranty deed, attached as **Exhibit G**, and the Property shall be free and clear of all encumbrances. If there are encumbrances, the Developer shall remove them within 10 days of the warranty deed being recorded.

8. **Bonding and Insurance.** The Developer shall post an Improvement Completion Assurance Bond and an Improvement Warranty Bond for all work associated with public infrastructure and/or work in the public right-of-way.

9. **Default and Remedies.** Any of the following events, subject to the applicable notice and cure period (if any), shall constitute an "Event of Default" by the Developer:

a. Failure to Meet Conditions Precedent. If the Developer fails to meet the conditions in Section 4(a)-(d), the City shall send a notice of default to the Developer. The Developer shall have 30 days to cure the Event of Default. If Developer, or its investors or other property interest holder, fails to cure the Event of Default, the City shall have a 9-month option to retain the Property for the price expended by the Developer to install the public improvements listed in Exhibit F. Upon this Event of Default, the Developer shall clear any and all encumbrances and liens on the Property, and the Agreement shall automatically terminate, with the exception that Sections 10 and 11 shall survive closing.

b. Failure to Meet Conditions for Development of Property. If the Developer fails to meet the conditions in Section 4(e), the City shall send a notice of default to the Developer. The Developer shall have 45 days to cure the Event of Default. If Developer, or its investors, or other property interest holder, fails to cure the Event of Default, the City shall have a 9-month option to repurchase the Property for 75% of the appraised value as of the date of the notice of default. Upon this Event of Default, the Developer shall clear any and all encumbrances and liens on the Property at the time of repurchase, and the Agreement shall automatically terminate, with the exception that Sections 10 and 11 shall survive closing.

c. Investors and Property Interest Holders.

i. As a condition to the effectiveness of this Agreement, the Buyer shall cause any lienholder, mortgagee, or holder of any security interest in the Property (each, a "Lienholder") to execute a written acknowledgment, in a form acceptable to the City, confirming that it (i) has received and reviewed this Agreement and any amendments thereto, (ii) consents to and accepts the terms

hereof, and (iii) shall not release funds to the Developer until such review and acknowledgment have been completed. The Buyer shall deliver the executed acknowledgment(s) to the City within ten (10) business days of the Effective Date of this Agreement.

ii. Nothing contained in this Agreement shall be deemed to permit or authorize such Lienholder to undertake or continue the construction or completion of the Project, or any portion thereof (beyond the extent necessary to conserve or protect the improvements or construction already made) without first having expressly assumed all the Developer's obligations to this Agreement. The Lienholder, in that event, must agree to complete, in the manner provided in this Agreement, the improvements to which the lien or title of such holder relates. This provision does not release the Developer for any future obligations, survival provisions, or remedies available to the City.

10. **Developer's Release of the City.**

a. Release. Developer, on behalf of itself and anyone claiming by, through or under Developer hereby waives its right to recover from and fully and irrevocably releases the City, its council members, board members, employees, officers, directors, representatives, and agents (the "Released Parties") from any and all claims, responsibility and/or liability that Developer may have or hereafter acquire against any of the Released Parties for any costs, loss, liability, damage, expenses, demand, action or cause of action arising from or related to: (1) the condition (including any construction defects, errors, omissions or other conditions, latent or otherwise), valuation, salability or utility of the Property; (2) any presence of Hazardous Materials; and (3) any information furnished by the Released Parties under or in connection with this Agreement.

b. Scope. The release set forth in this Section includes claims of which Developer is presently unaware or which Developer does not presently suspect to exist which, if known by Developer, would materially affect Developer's release of the Released Parties. The Developer specifically waives the provision of any statute or principle of law that provides otherwise. In this connection and to the extent permitted by law, Developer agrees, represents and warrants that Developer realizes and acknowledges that factual matters now unknown to Developer may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which are presently unknown, unanticipated and unsuspected, and Developer further agrees, represents and warrants that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that Developer nevertheless hereby intends to release, discharge and acquit the City from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses.

11. **Indemnity.** At all times from and after the Closing Date, Developer shall indemnify, defend, and hold the City Indemnitees, harmless from and against any and all losses, costs, claims, damages, liability, and judgments, including reasonable attorney's fees, with the counsel of City's choice, and costs incurred to hire environmental consultants incurred by or asserted against any Indemnified Party in connection with, arising out of, in response to, or in any manner relating to the violation of any Hazardous Materials Law, any Release, or threatened Release of Hazardous Materials, any condition of pollution, contamination or Hazardous Materials-related nuisance on, under or from the Dealership Development Parcel or the Swap Parcel, or arising out of or in response to any Hazardous Materials Claims except as directly caused by the City's willful misconduct or gross negligence. This obligation to indemnify and defend the City Indemnitees contained in this shall survive termination of this Agreement.

12. **Term.** The term of this Agreement shall commence on the Effective Date and shall continue until the earlier of the following to occur: (1) ten (10) years from the Effective Date; or (2) the termination of this Agreement as provided herein.

13. **General Provisions.**

a. *Severability.* The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the remaining provisions are deemed to be in full force and effect as if they have been executed by both Employer and Employee after the expungement or judicial modification of the invalid provision.

b. *Authority to Sign.* Each party represents and warrants that the execution, delivery, and performance of this Agreement have been duly authorized and signed by a person who meets statutory or other binding approval to sign this Agreement.

c. *Entire Agreement.* This Agreement supersedes any other agreements, either oral or writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and Agreements between the parties with respect to said services.

d. *Amendments.* This Agreement shall not be modified except by written instrument executed by the parties.

e. *Severability.* If any of the provisions of this Agreement are declared void or unenforceable, such provision shall be severed from this Agreement.

f. *Captions.* The captions or headings in the Agreement are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Agreement.

g. *Governing Law and Venue.* 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.

h. *Attorney Fees.* 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.

i. *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.

j. *Assignment.* The rights and responsibilities of this Agreement may only be assigned in whole or in part with the written consent of the City.

k. *Notices.* Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in this United State mail to the addresses listed below.

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

m. *Waiver of Rights.* This Agreement may restrict the Developer's rights under clearly established law. The Developer has been advised of these rights, has had the opportunity to review those rights with its legal counsel, and agrees to waive those rights.

To evidence the parties' agreement to this Agreement, they have executed it on the date set forth in the preamble.

[Signature Pages Follow]

HERRIMAN CITY

Signature: _____

Name: _____

Title: _____

Date: _____

Notice sent to:

Address: 5355 West Herriman Main Street

Address: Herriman, Utah 84096

Attn: City Recorder

Approved as to form:

Herriman City Attorney

Attested:

Herriman City Recorder

MIKE MAZE

Signature: _____

Name: _____

Date: _____

Notice sent to:

Address: _____

Address: _____

Attn: _____

Individual(s) Acknowledgment

On this _____ day of _____, 20____, before the notary public, personally appeared _____ (*name of document signer*), provided on the basis satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.

Witness my hand and official seal.

(Notary signature)

(seal)

MLM HOLDINGS, LLC

Signature: _____

Name: _____

Title: _____

Date: _____

Notice sent to:

Address: _____

Address: _____

Attn: _____

Corporate/Trust Acknowledgment

Witness my hand and official seal.

(Notary signature)

(seal)

BIG DREAM ENTERPRISES, LLC dba D-BAT HERRIMAN

Signature: _____

Name: _____

Title: _____

Date: _____

Notice sent to:

Address: _____

Address: _____

Attn: _____

Corporate/Trust Acknowledgment

Witness my hand and official seal.

(Notary signature)

(seal)

EXHIBIT A

(Depiction and Description of Property)

Legal Description:

BEG N 89[°]36'10" W 360.58 FT & N 2843.79 FT FR S 1/4 COR SEC 25, T3S, R2W, SLM; S 40[°]44'26" E 601.95 FT; N 50[°]24'56" E 631.18 FT; SW'LY ALG 290 FT RADIUS CURVE TO R, 30.94 FT (CHDS 84[°]43'20" W); S 87[°]46'45" W 205 FT; NW'LY ALG 90 FT RADIUS CURVE TO R, 115.49 FT (CHD N 55[°]27'35" W); N 18[°]41'56" W 51.25 FT; N 33[°]51'52" E 43.33 FT; NW'LY ALG 5 FT RADIUS CURVE TO L, 10.27 FT (CHD N 24[°]59'17" W); N 83[°]50'26" W 62.41 FT; SW'LY ALG 80 FT RADIUS CURVE TO L, 46.56 FT (CHD S79[°]29'05" W); S 62[°]48'36" W 37.13 FT; SW'LY ALG 70 FT RADIUS CURVE TO L, 75.81 FT (CHD S 31[°]47'03" W); SW'LY ALG 57 FT RADIUS CURVE TO R, 96.82 FT (CHD S 49[°]25'03" W); N 81[°]55'23 "W 54.92 FT; NW'LY ALG 120 FT RADIUS CURVE TO R, 32.96 FT (CHD N 74[°]03'14" W); N 66[°]11'05" W 77.92 FT; NW'LY ALG 20 FT RADIUS CURVE TO L, 10.08 FT (CHD N 80[°]37'15" W); S 84[°]56'35 "W 34.80 FT; NW'LY ALG 96 FT RADIUS CURVE TO R, 27.54 FT (CHDN 86[°]50'21" W); N 78[°]37'16" W 20.22 FT; NW'LY ALG 79 FT RADIUS CURVE TO L, 31.27 FT (CHD N 88[°]24'56" W); S 80[°]14'39 "W 36.28 FT TO BEG.

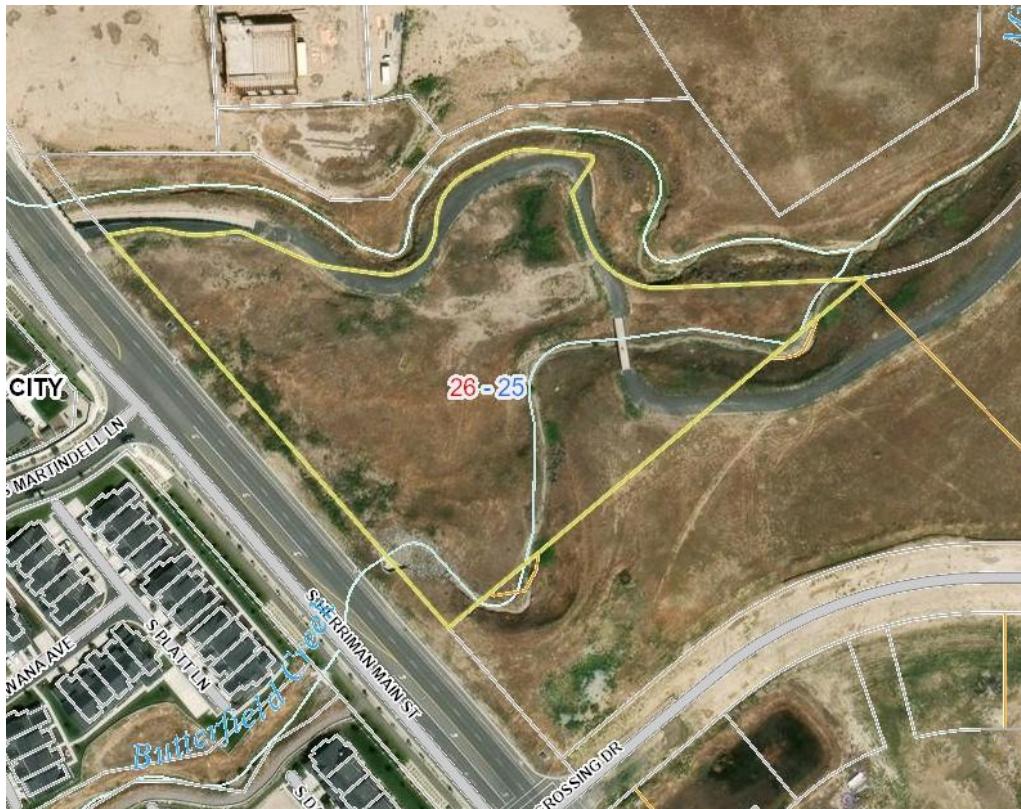


EXHIBIT B

(Prior Agreement)

Land Transfer Agreement

This Land Transfer Agreement (“Agreement”) is between Herriman City, a Utah municipal corporation (“City” or “Owner”), and MLM Holdings, LLC, a Utah corporation (“Buyer”). This Agreement is effective on the date that the last party executes this Agreement as indicated by the date stated under that party’s signature line (“Effective Date”).

Recitals

A. The City owns certain real property at approximately 12200 South and Herriman Main Street (“Property”). The Property is depicted and described in **Exhibit A**

B. The Buyer approached the City and offered to install certain public improvements in exchange for the Property, to which the Buyer will be developed in accordance with the terms of this Agreement.

C. The City has determined that the Buyer has the necessary expertise, skill, and ability to carry out the commitments set forth in this Agreement and that this Agreement is in the best interests of the City and will materially contribute to the City’s economic development goals.

Accordingly, the parties agree as follows:

Agreement

1. **Incorporation of Recitals.** The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this Agreement as if set forth herein in full.

2. **Conveyance of Property.**

a. Adjacent Parcel.

i. The Buyer agrees and acknowledges that the transfer of the Property is conditioned on the Buyer acquiring fee title to the adjacent parcel, located at approximately 12250 South Herriman Main Street, as depicted on Exhibit A (“Adjacent Parcel”).

ii. Within 45 calendar days of the Effective Date, the Buyer shall acquire the Adjacent Parcel.

iii. The Adjacent Parcel shall be solely owned by the Buyer.

iv. Failure to comply with this Section shall automatically terminate this Agreement, and the Buyer shall deed back the Property to the City.

b. Deed. The deed shall substantially be in the form of the quitclaim deed attached as **Exhibit B**. The conveyance of the Property shall comply with Section 9.

c. Fee Interest and Risk of Loss.

i. Prior to recordation, the City shall hold fee interest in the entire Property. However, the Buyer shall be liable for any damage caused to the Property or injury thereon from the Effective Date to Closing.

ii. If prior to Closing, any part of the Property is damaged or destroyed, the risk of loss shall be borne by the Buyer.

iii. After recordation, the Buyer will own the fee interest in the Property, subject to the terms of this Agreement, and shall be completely liable for any claims for the Property, including any suits for injuries and/or damages. The Buyer shall be responsible to obtain casualty and liability insurance coverage on the Property in the amounts acceptable to Buyer and Buyer's lender.

3. **Public Improvements.** The Buyer must comply with the dates set forth in the attached Schedule of Performance (**Exhibit C**) for the installation of public improvements. Such dates may be extended in writing by the City. Only the City can waive satisfaction of the conditions herein and any such waiver must be in writing, signed by the City Manager, and approved as to form by the City Attorney.

4. **Development of Property.**

a. Rezoning the Property. Currently, the City does not permit the uses contained in Section 6 on this Property. The Buyer shall request the City Council to create and rezone the Property to a Sports Entertainment Zone, which shall also control the development of the Property (i.e., setback, height, design guidelines, etc.). The City Council shall have complete legislative discretion in the rezoning of the Property, and nothing in this Agreement shall bind the City Council to approve any rezone application for the Property.

b. Concept Plan. The Buyer shall develop the Project in accordance with the Concept Plan, attached as **Exhibit D**. The Buyer shall ensure that all design, construction, and other aspects of the Project are consistent with the Concept Plan and shall make all reasonable efforts to achieve the vision as set out in the Concept Plan. Any proposed deviations from the Concept Plan must be submitted to the Herriman City Council ("City Council") for approval in writing prior to implementation.

c. Site Plan. Within 45 calendar days of Closing, the Buyer shall submit an application for site plan approval based on the Concept Plan.

d. Building Permit. Within 180 calendar days of Closing, the Buyer shall submit for a building permit based on the Concept Plan.

e. Certificate of Occupancy. The Buyer shall complete the Project and receive a certificate of occupancy from the City by April 30, 2025.

5. **City Repurchase Options.** In accordance with Section 9, the City shall have repurchase options upon the following events occurring:

a. Failure to Comply with Section 3. If the Buyer does not comply with Section 3, the City shall have the right to repurchase the property for the actual amount of public improvements made to the Property, not to exceed the amount listed in Exhibit C. Any other improvements made to the Property shall not be compensable

b. Failure to Comply with Section 4.

i. If the Buyer does not comply with Section (4)(c-d), the City shall have the option to repurchase the Property for the actual amount of public improvements installed, not to exceed the amounts listed in Exhibit C. Any other improvements made to the Property shall not be compensable.

ii. If the Buyer does not comply with Section (4)(e), the City shall have the option to repurchase the Property for 75% of the Property's appraisal value.

6. **Use of the Property.**

a. Permitted and Accessory Uses.

i. The Property shall be used for the following purposes: baseball games; and baseball training facility.

ii. A portion of the Property may be used as an accessory use, which shall be incidental and subordinate to the permitted use of the Property. Allowable accessory uses are as follows: restaurant (general); professional office; parking lot; personal instruction service; recreation and entertainment (indoor); recreation and entertainment (outdoor); and general retail.

iii. The restriction on uses shall run with the land for ninety-nine (99) years, and shall be binding on all present and future owners of the Property.

iv. Even if the City's zoning code allows for additional uses on the Property, the use restrictions contained herein may not be modified or waived without the prior written consent of the City Council.

v. In the event of a breach of this restriction on use, the City shall have the right to enforce this restriction by any means available by law or equity.

b. Maintenance. The Buyer agrees that the Property, including any landscaping, shall be maintained in a neat and orderly condition to the extent practicable and in accordance with existing industry health and safety standards (as such standards may evolve, or otherwise be adjusted), and that any improvements made to the Property shall be well maintained in good repair and working order, and in a neat, clean and orderly condition.

7. **Bonding and Insurance.** Buyer shall post an Improvement Completion Assurance Bond and an Improvement Warranty Bond for all work associated with public infrastructure and/or work in the public right-of-way.

8. **Inspection and Condition of Property.** Within 30 days from the Effective Date, Buyer can make any investigations regarding the properties, the suitability of the properties for development (including but not limited to investigation of environmental hazards, geologic conditions, soils conditions, or water conditions on or about the properties). **The Property is being transferred in an “as-is” condition.**

9. **Escrow, Title Insurance, and Closing.**

a. Escrow. The parties shall establish the escrow with Cottonwood Title (“Title Company”). The parties shall execute and deliver all written instructions to the Title Company to accomplish the terms hereof, which instructions shall be consistent with this Agreement. The parties may submit their own escrow instructions to Title Company provided such instructions are consistent with the terms of this Agreement. Upon request by Buyer, the Title Company may be changed to a company requested by Buyer, provided: (a) Buyer makes the request prior to the opening of escrow; and (b) the company is approved by the City.

b. Title Commitment. Within 30 days after the Effective Date, the Buyer shall obtain a title commitment (“Title Commitment”) issued by a reputable title insurance company, which shall show the condition of the title to the Property. The Title Commitment shall be in the form commonly used in the jurisdiction where the Property is located. If the Title Commitment shows any title defects, liens, or encumbrances that are unacceptable to the Buyer, the Developer shall have the right to object to such defects, liens, or encumbrances in writing (“Title Objections”) within 30 days after receipt of the Title Commitment. If the Buyer does not object to the Title Commitment within such time period, the Buyer shall be deemed to have accepted the condition of the title to the Property as shown in the Title Commitment. If the City is unable or unwilling to cure the Title Objections within such time period, the Buyer may terminate this Agreement and receive a refund of any earnest money or other deposits paid by the Buyer. The Buyer shall be responsible for obtaining and paying for the Title Commitment, and any endorsements or amendments thereto that may be

required by the title insurance company. The Buyer shall be responsible for paying for the cost of any survey or other inspections of the Property.

c. Closing. Closing shall occur within thirty (30) days following the Effective Date (“Closing”).

10. **Default and Remedies.** Any of the following events, subject to the applicable notice and cure period (if any), shall constitute an “Event of Default” by the Buyer:

a. Repurchase Option for Amount of Public Improvements Expended.

i. If the Buyer fails to meet the conditions in Section 3 or Section 4(c or d), the City shall send an Event of Default to the Buyer, and the Buyer shall have 15 days to cure the Event of Default.

ii. If the Buyer fails to cure the items listed in the Event of Default, the following shall occur:

1. The Buyer shall immediately stop all activity on the Property.

2. The City shall have a 9-month option to repurchase the Property for the actual amount expended by the Buyer for the installation of the public improvements listed in Exhibit C, not to exceed the amounts listed in Exhibit C. Any other improvements made to the Property shall not be compensable by the City.

3. The Buyer shall clear any and all encumbrances and liens on the Property.

iii. If the City repurchases the Property, this Agreement shall automatically terminate, with the exception that Sections 12 and 13 shall survive termination.

b. Repurchase Option for 75% of Appraisal Value.

i. If the Buyer fails to meet the conditions in Section 4(e), the City shall send an Event of Default to the Buyer, and the Buyer shall have 45 days to cure the Event of Default.

ii. If the Buyer fails to cure the items listed in the Event of Default, the following shall occur:

1. The Buyer shall immediately stop all activity on the Property.

2. The City shall have a 9-month option to repurchase the Property for 75% of the Property's appraised value.

3. The Buyer shall clear any and all encumbrances and liens on the Property.

iii. If the City repurchases the Property, this Agreement shall automatically terminate, with the exception that Sections 11 and 12 shall survive termination.

c. Investors and Property Interest Holders. Nothing contained in this Agreement shall be deemed to permit or authorize such holder to undertake or continue the construction or completion of the Project, or any portion thereof (beyond the extent necessary to conserve or protect the improvements or construction already made) without first having expressly assumed all the Buyer's obligations to this Agreement. The holder, in that event, must agree to complete, in the manner provided in this Agreement, the improvements to which the lien or title of such holder relates. This provision does not release the Buyer for any future obligations, survival provisions, or remedies available to the City.

d. Right of City to Cure Mortgage Default. In the event of a mortgage or deed of trust default or breach by the Buyer prior to the completion of the construction of any of the Project or any part thereof, the Buyer shall immediately deliver to the City a copy of any mortgage holder's notice of default. If the holder of any mortgage or deed of trust has not exercised its option to construct, the City shall have the right but no obligation to cure the default. In such event, the City shall be entitled to reimbursement from the Buyer of all proper costs and expenses incurred by the City in curing such default. The City shall also be entitled to a lien upon the Property to the extent of such costs and disbursements. Any such lien shall be junior and subordinate to the mortgages or deeds of trust.

11. **Buyer's Release of the City.**

a. Release. Buyer, on behalf of itself and anyone claiming by, through or under Buyer hereby waives its right to recover from and fully and irrevocably releases the City, its council members, board members, employees, officers, directors, representatives, and agents (the "Released Parties") from any and all claims, responsibility and/or liability that Buyer may have or hereafter acquire against any of the Released Parties for any costs, loss, liability, damage, expenses, demand, action or cause of action arising from or related to: (1) the condition (including any construction defects, errors, omissions or other conditions, latent or otherwise), valuation, salability or utility of the Property; (2) any presence of Hazardous Materials; and (3) any information furnished by the Released Parties under or in connection with this Agreement.

b. Scope. The release set forth in this Section includes claims of which Buyer is presently unaware or which Buyer does not presently suspect to exist which, if known by Buyer, would materially affect Buyer's release of the Released Parties. Buyer specifically waives the provision of any statute or principle of law that provides otherwise. In this connection and to the extent permitted by law, Buyer agrees, represents and warrants that Buyer realizes and acknowledges that factual matters now unknown to Buyer may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which are presently unknown, unanticipated and unsuspected, and Buyer further agrees, represents and warrants that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that Buyer nevertheless hereby intends to release, discharge and acquit the City from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses.

12. **Indemnity.** The Buyer hereby agrees to indemnify, defend, and hold harmless the City, its officers, directors, employees, agents, successors, and assigns (collectively referred to as the "Indemnified Parties") from any and all claims, liabilities, losses, damages, costs, and expenses (including reasonable attorney's fees) incurred by the Indemnified Parties arising out of or related to the following: (a) Any breach of representations and warranties made by the Seller in this land purchase contract; (b) Any defect in the title to the land being purchased, including any claims, liens, encumbrances, or disputes affecting the title; (c) Any violation of laws, regulations, or permits related to the property, including but not limited to environmental laws, zoning ordinances, building codes, or other applicable statutes; (d) Any bodily injury, property damage, or other harm caused by the condition of the land or any improvements on the property, including but not limited to hazardous substances, structures, or conditions; and (e) Any claims or disputes related to the use, possession, or occupancy of the land or any part thereof. The Buyer's obligations under this indemnity clause shall survive the completion of the land purchase and shall continue indefinitely. The Buyer shall promptly notify the City in writing of any claims, actions, suits, or demands made against the Buyer or the Indemnified Parties arising out of the matters covered by this indemnity clause.

13. **General Provisions.**

a. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the remaining provisions are deemed to be in full force and effect as if they have been executed by both Employer and Employee after the expungement or judicial modification of the invalid provision.

b. Authority to Sign. Each party represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized and signed by a person who meets statutory or other binding approval to sign this Agreement.

c. Entire Agreement. This Agreement supersedes any other agreements, either oral or writing, between the parties hereto with respect to the rendering of

services, and contains all of the covenants and Agreements between the parties with respect to said services.

d. *Amendments.* This Agreement shall not be modified except by written instrument executed by the parties.

e. *Severability.* If any of the provisions of this Agreement are declared void or unenforceable, such provision shall be severed from this Agreement.

f. *Captions.* The captions or headings in the Agreement are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Agreement.

g. *Governing Law and Venue.* 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.

h. *Attorney Fees.* 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.

i. *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.

j. *Assignment.* The rights and responsibilities of this Agreement may only be assigned in whole or in part with the written consent of the City.

k. *Notices.* Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in this United State mail to the addresses listed below.

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

m. *Waiver of Rights.* This Agreement may restrict the Buyer's rights under clearly established law. The Buyer has been advised of these rights, has had the opportunity to review those rights with its legal counsel, and agrees to waive those rights.

To evidence the parties' agreement to this Agreement, they have executed it on the date set forth in the preamble.

[Signature Pages Follow]

HERRIMAN CITY

Signature: 

Name: Lorin Palmer

Title: Mayor

Date: 7/12/2023

Notice sent to:

Address: 5355 West Herriman Main Street

Address: Herriman, Utah 84096

Attn: City Recorder

Approved as to form:

BSL

Herriman Legal Department

Attested:

J. Scott Mastrom

Herriman City Recorder



BUYER

Signature: *Michael Maze*

Name: MICHAEL MAZE

Title: OWNER

Date: 6/26/2023

Notice sent to:

Address: 15856 PORTERS POINT CIR

Address: HERRIMAN, UT. 84015

Attn: MICHAEL MAZE

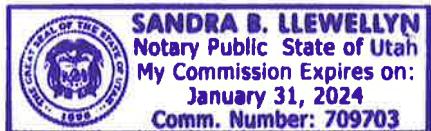
Corporate/Trust Acknowledgment

State of Utah)
County of Salt Lake)§

On this 26 day of June, 20 23, personally appeared before me
Michael Maze (name of document signer), whose identity is personally
known to me (or proven on the basis of satisfactory evidence) and who by me duly
sworn/affirmed, did say that he/she is the Owner (title of
office/trustee) of MLM Holdings, LLC (name of corporation/trust)
and that said document was signed by him/her in behalf of said Corporation by Authority of
its Bylaws, or (Resolution of its Board of Directors), and said Michael Maze
(name of document signer) acknowledged to me that said Corporation executed the same.

Witness my hand and official seal.

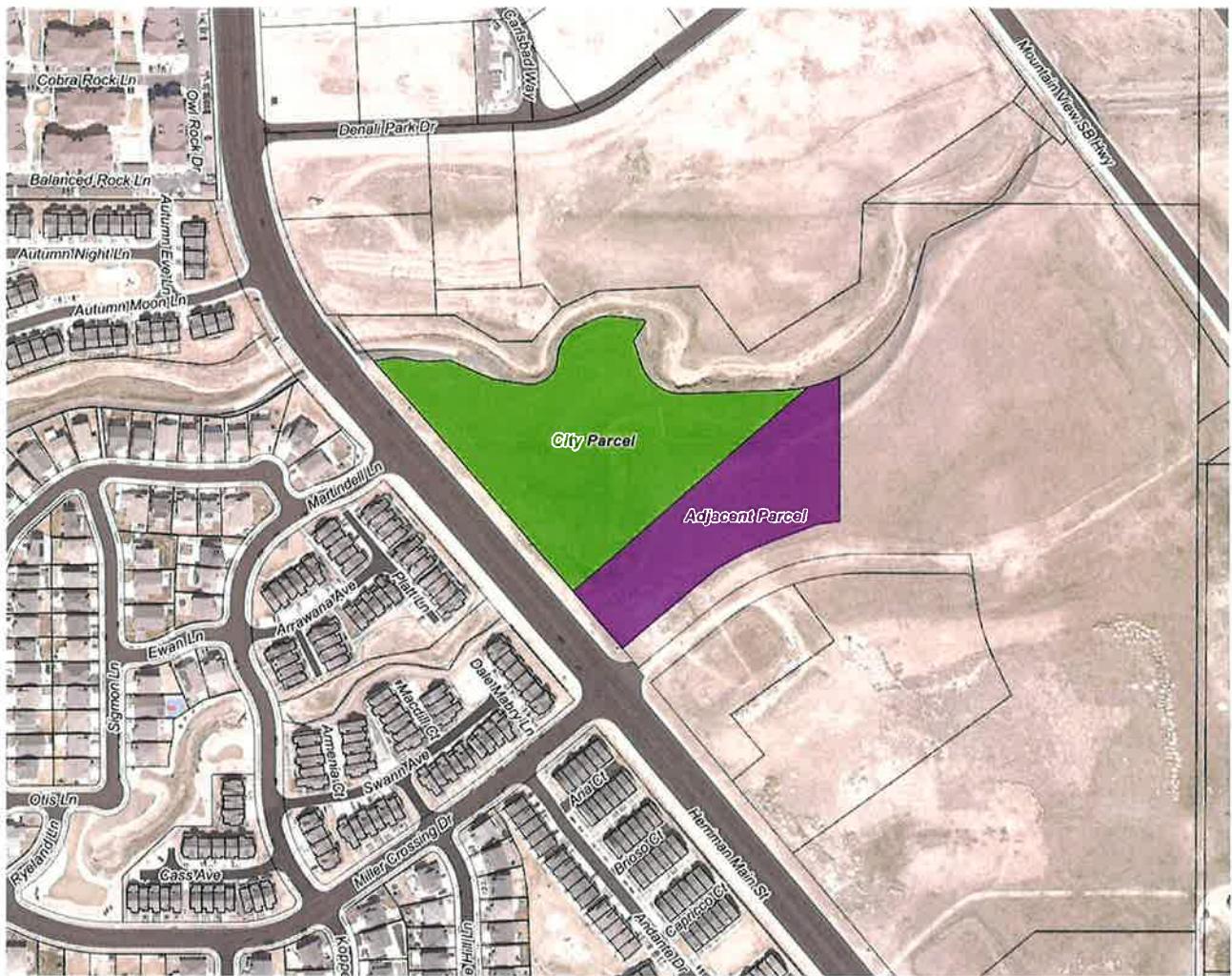
Sandra B. Llewellyn
(Notary signature)



(seal)

EXHIBIT A

(Depiction and Description of Property)



Description of City Parcel:

Beginning at a point on the east right-of way line of Herriman Main Street, said point being North $89^{\circ}36'10''$ West 360.58 feet and NORTH 2,843.79 feet from the South Quarter Corner of Section 25, Township 3 South, Range 2 West, Salt Lake Base and Meridian, and running thence South $40^{\circ}44'26''$ East along said east right-of way line of Herriman Main Street a distance of 601.95 feet; thence North $50^{\circ}24'56''$ East 631.18 feet, to a point on a 290.00 foot radius curve to the right; thence along said curve a distance of 30.94 feet (long chord bears South $84^{\circ}43'20''$ West 30.92 feet); thence South $87^{\circ}46'45''$ West 205.00 feet, to a point on a 90.00 foot radius curve to the right; thence along said curve 115.49 feet (chord bears North $55^{\circ}27'35''$ West 107.73 feet); thence North $18^{\circ}41'56''$ West 51.25 feet; thence North $33^{\circ}51'52''$ East 43.33 feet, to a point on a 5.00 foot radius curve to the left; thence along said curve a distance of 10.27

feet (chord bears North 24°59'17" West 8.56 feet); thence North 83°50'26" West 62.41 feet, to a point on a 80.00 foot radius curve to the left; thence along said curve 46.56 feet (chord bears South 79°29'05" West 45.91 feet); thence South 62°48'36" West 37.13 feet, to a point on a 70.00 foot radius curve to the left; thence along said curve a distance of 75.81 feet (chord bears South 31°47'03" West 72.16 feet, to a point on a 57.00 foot radius curve to the right; thence along said curve 96.82 feet (chord bears South 49°25'03" West 85.59 feet); thence North 81°55'23" West 54.92 feet, to a point on a 120.00 foot radius curve to the right; thence along said curve a distance of 32.96 feet (chord bears North 74°03'14" West 32.86 feet); thence North 66°11'05" West 77.92 feet, to a point on a 20.00 foot radius curve to the left; thence 10.08 feet along said curve (chord bears North 80°37'15" West 9.97 feet); thence South 84°56'35" West 34.80 feet, to a point on a 96.00 foot radius curve to the right; thence along said curve 27.54 feet (chord bears North 86°50'21" West 27.45 feet; thence North 78°37'16" West 20.22 feet, to a point on a 79.00 foot radius curve to the left; thence along said curve 31.27 feet (chord bears North 88°24'56" West 31.07 feet); thence South 80°14'39" West 36.28 feet, to the point of beginning.

Contains 202,342 square feet or 4.645 acres.

EXHIBIT B

(Quitclaim Deed)

After recording, please send to:

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

Affecting A Portion of Parcel No(s): 26-25-400-090-0000

Quitclaim Deed

The City of Herriman, grantor, of Salt Lake County, hereby quitclaims to MLM Holdings, LLC, grantee, of Salt Lake County, for the sum of 10 dollars, the following described tract of land in Salt Lake County, Utah, to wit:

Beginning at a point on the east right-of way line of Herriman Main Street, said point being North 89°36'10" West 360.58 feet and NORTH 2,843.79 feet from the South Quarter Corner of Section 25, Township 3 South, Range 2 West, Salt Lake Base and Meridian, and running thence South 40°44'26" East along said east right-of way line of Herriman Main Street a distance of 601.95 feet; thence North 50°24'56" East 631.18 feet, to a point on a 290.00 foot radius curve to the right; thence along said curve a distance of 30.94 feet (long chord bears South 84°43'20" West 30.92 feet); thence South 87°46'45" West 205.00 feet, to a point on a 90.00 foot radius curve to the right; thence along said curve 115.49 feet (chord bears North 55°27'35" West 107.73 feet); thence North 18°41'56" West 51.25 feet; thence North 33°51'52" East 43.33 feet, to a point on a 5.00 foot radius curve to the left; thence along said curve a distance of 10.27 feet (chord bears North 24°59'17" West 8.56 feet); thence North 83°50'26" West 62.41 feet, to a point on a 80.00 foot radius curve to the left; thence along said curve 46.56 feet (chord bears South 79°29'05" West 45.91 feet); thence South 62°48'36" West 37.13 feet, to a point on a 70.00 foot radius curve to the left; thence along said curve a distance of 75.81 feet (chord bears South 31°47'03" West 72.16 feet, to a point on a 57.00 foot radius curve to the right; thence along said curve 96.82 feet (chord bears South 49°25'03" West 85.59 feet); thence North 81°55'23" West 54.92 feet, to a point on a 120.00 foot radius curve to the right; thence along said curve a distance of 32.96 feet (chord bears North 74°03'14" West 32.86 feet); thence North 66°11'05" West 77.92 feet, to a point on a 20.00 foot radius curve to the left; thence 10.08 feet along said curve (chord bears North 80°37'15" West 9.97 feet); thence South 84°56'35" West 34.80 feet, to a point on a 96.00 foot radius curve to the right; thence along said curve 27.54 feet (chord bears North 86°50'21" West 27.45 feet); thence North 78°37'16" West 20.22 feet, to a point on a 79.00 foot radius curve to the left; thence along said curve 31.27 feet (chord bears North 88°24'56" West 31.07 feet); thence South 80°14'39" West 36.28 feet, to the point of beginning.

Contains 202,342 square feet or 4.645 acres.

NOTICE OF RESTRICTIONS: The above-tract of land is subject to certain restrictions pursuant to a Land Transfer Agreement, dated July 12, 2023, between grantor and grantee. A copy of said agreement can be acquired from the Herriman City Recorder.

Witness the hand of said grantor this 7/25/23 (month\day\year).

(A quitclaim deed when executed as required by law shall have the effect of a conveyance of all right, title, interest, and estate of the grantor in and to the premises therein described and all rights, privileges, and appurtenances thereunto belonging, at the date of the conveyance.)

HERRIMAN CITY

Signature: 

Name: Nathan Cherpesci

Title: City Manager

Date: 7/25/2023

Acknowledgment

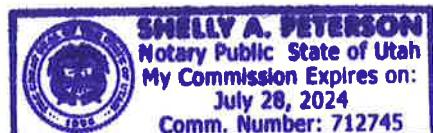
State of Utah)

County of Salt Lake)

On this 25 day of July, 2023, personally appeared before me Nathan Cherpesci (name of document signer), whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the City Manager (title of office/trustee) of the City of Herriman and that said document was signed by him/her in behalf of said City, and said Nathan Cherpesci (name of document signer) acknowledged to me that said Corporation executed the same.

Witness my hand and official seal.

Shelly A. Peterson
(Notary signature)



(seal)

EXHIBIT C

(Schedule of Performance)

Project ID	Project Description	Estimated Cost	Completion Date
1-1	Subdivision Plat	\$ 10,000.00	12/31/2023
1-2	Relocate Copper Creek	\$ 1,125,000.00	7/31/2024
1-3	Trailhead Parking Lot	\$ 429,500.00	10/31/2024

BASEBALL FACILITY PUBLIC IMPROVEMENTS PLAN



EXHIBIT D

(Concept Plan)



Amendment to Land Transfer Agreement

This amendment ("Amendment") is to a land transfer agreement between Herriman City and MLM Holdings, LLC dated July 12, 2023 ("Agreement"). This Amendment will use the same defined terms in the Agreement, unless otherwise indicated. This Amendment shall be effective on the date the last party executes this Amendment as indicated by the date stated under that party's signature line.

Recitals

In the Agreement, the Buyer was obligated to acquire fee title to the Adjacent Parcel within 45 days of the Agreement's Effective Date.

Buyer has requested an extension of time to perform its obligations under the Agreement.

Accordingly, the parties agree to amend the Agreement as follows:

Amendment

(2)(a)(ii) ~~Within 45 calendar days of the Effective Date~~ By December 12, 2023, the Buyer shall acquire the Adjacent Parcel.

(4)(c) Site Plan. ~~Within 45 calendar days of Closing~~ By December 12, 2023, the Buyer shall submit an application for site plan approval based on the Concept Plan.

(4)(d) Building Permit. ~~Within 180 calendar days of Closing~~ By March 11, 2024, the Buyer shall submit for a building permit based on the Concept Plan.

(4)(e) Certificate of Occupancy. The Buyer shall complete the Project and receive a certificate of occupancy from the City by April 30, 2025.

Herriman City

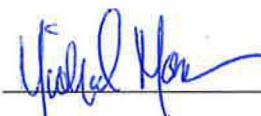
Signature: 

Name: Lorin Palmer

Title: Mayor

Date: 9-13-2023

MLM Holdings, LLC

Signature: 

Name: Michael Maze

Title: OWNER

Date: 9-13-2023

EXHIBIT C

(Lienholder Notice of Default Letter)

April 2, 2024

Via Certified Mail, Return Receipt Requested

Attn: County Recorder
Herriman City Hall
5355 W. Herriman Main Street
Herriman, Utah 84096

Mayor Lorin Palmer
Herriman City Hall
5355 W. Herriman Main Street
Herriman, Utah 84096

**Re: Notice of Default
MLM Holdings, LLC
12230 S. Main Street, Herriman, Utah 84096**

To Whom It May Concern:

This law firm represents Mike Hale (the “**Lender**”), Beneficiary of a certain Deed of Trust, and Commercial Promissory Note Secured by Deed of Trust dated October 17, 2023, and recorded in the official records of Salt Lake County, Utah as Entry No. 14087201 (the “**Deed of Trust**”). Reference is made to that certain Promissory Note, dated October 17, 2023, in the principal amount of \$1,250,000.00 and executed by Michael Maze (the “**Borrower**”) and any and all written amendments thereto (the “**Note**”).

Pursuant to the Note and the Deed of Trust, notice has been given to the Borrower that a breach or default of the Deed of Trust has occurred as a result of Borrower’s failure to pay all amounts due under the Note on the date and time specified therein. Pursuant to the Deed of Trust, **Lender has recorded a Notice of Default and Election to Sell and has commenced foreclosure proceedings as provided by the terms of the Deed of Trust**. A signed, recorded copy of the Notice of Default and Election to Sell is enclosed herewith.

My client has asked that I write to you because Herriman City has entered into a Land Transfer Agreement (dated 7/12/2023) with MLM Holdings, LLC related to the Subject Property. Thus, Herriman City is affected by and may have an interest in the foreclosure

proceedings. Specifically, Section 10(d) of the Agreement governs the rights of the City in the event of a mortgage default by MLM Holdings, LLC, which has now occurred.

Given the impact on the City of the default and potential foreclosure proceedings, my client has asked me to contact you to discuss the possibility of a prompt, fair, and amicable resolution short of having to complete the foreclosure sale process.

I look forward to hearing back from you or a designated representative of the City at your earliest convenience.

Sincerely,

FREEMAN LOVELL, PLLC

/s/ *Brian C. Webber*
Brian C. Webber

Enclosure

WHEN RECORDED, RETURN TO:
Brian C. Webber, Esq.
FREEMAN LOVELL, PLLC
9980 South 300 West, Suite 200
Sandy, Utah 84070

NOTICE OF DEFAULT AND ELECTION TO SELL

NOTICE IS HEREBY GIVEN that default has occurred under a promissory note secured by a deed of trust. On or about October 17, 2023, Michael Maze, on behalf of MLM Holdings, LLC, a Utah Limited Liability Company as Trustor, executed a Deed of Trust (the "Deed of Trust") to secure the performance of a certain and a Commercial Promissory Note Secured By Deed of Trust dated October 17, 2023, in the original amount of \$1,250,000.00, along with any and all written amendments thereto (the "Promissory Note"). The Deed of Trust was filed for record on October 23, 2023, with recorder's Entry No. 14166436, Book/Page Nos. 11452/2280, Salt Lake County, Utah, Salt Lake County, Utah, and covers the following property:

Legal Description:

The Land is described as follows: Situated in Salt Lake County, State of UTAH, to-wit:

Beginning at a point on the East right-of-way line of Herriman Main Street, said point being North 89°36'10" West 360.58 feet and North 2,843.79 feet from the South Quarter Corner of Section 25, Township 3 South, Range 2 West, Salt Lake Base and Meridian, and running thence South 40°44'26" East along said East right-of-way line of Herriman Main Street a distance of 601.95 feet; thence North 50°24'56" East 631.18 feet, to a point on a 290.00 foot radius curve to the right; thence along said curve a distance of 30.94 feet (long chord bears South 84°43'20" West 30.92 feet); thence South 87°46'48" West 205.00 feet, to a point on a 90.00 foot radius curve to the right; thence along said curve 115.49 feet (chord bears North 55°27'35" West 107.73 feet); thence North 18°41'56" West 51.25 feet; thence North 33°51'52" East 43.33 feet, to a point on a 5.00 foot radius curve to the left; thence along said curve a distance of 10.27 feet (chord bears North 24°59'17" West 8.56 feet); thence North 83°50'26" West 62.41 feet, to a point on a 80.00 foot radius curve to the left; thence along said curve 46.56 feet (chord bears South 79°29'05" West 45.91 feet); thence South 62°48'36" West 37.13 feet, to a point on a 70.00 foot radius curve to the left; thence along said curve a distance of 75.81 feet (chord bears South 31°47'03" West 72.16 feet, to a point on a 57.00 foot radius curve to the right; thence along said curve 96.82 feet (chord bears South 49°25'03" West 85.59 feet); thence North 81°55'23" West 54.92 feet, to a point on a 120.00 foot radius curve to the right; thence along said curve a distance of 32.96 feet (chord bears North 74°03'14" West 32.86 feet); thence North 66°11'05" West 77.92 feet, to a point on a 20.00 foot radius curve to the left; thence 10.08 feet along said curve (chord bears North 80°37'15" West 9.97 feet); thence South 84°56'35" West 34.80 feet, to a point on a 96.00 foot radius curve to the right; thence along said curve 27.54 feet (chord bears North 86°50'21" West 27.45 feet); thence North 78°37'16" West 20.22 feet, to a point on a 79.00 foot radius curve to the left; thence along said curve 31.27 feet (chord bears North 88°24'56" West 31.07 feet); thence South 80°14'39" West 36.28 feet, to the point of beginning.

LESS AND EXCEPTING therefrom any portion lying within that certain tract of land described as Parcel 2 in that certain Special Warranty Deed recorded March 29, 2023 as Entry No. 14087201 in Book 11409 at Page 1757.

APN: 26-25-251-009

Purported Address: 12230 South Main Street, Herriman, Utah 84096

The payment obligation set forth in the Promissory Note is in default because Grantor has failed to pay all amounts due thereunder. All delinquent payments, together with all unpaid taxes, insurance, and other obligations under the Promissory Note and the Deed of Trust are due. Under the provisions of the Promissory Note and the Deed of Trust, the unpaid principal balance is now due, together with accruing interest, late charges, costs, and Trustees' and attorneys' fees and costs. The Beneficiary (and holder of the Promissory Note) has demanded and does hereby demand payment of all amounts due under the Promissory Note, as amended. No such payment has been tendered. Accordingly, the Trustee has elected to sell the property described in the Deed of Trust.

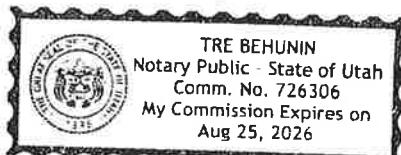
Dated this 31st day of March, 2025.



Brian C. Webber, Esq.
Trustee

STATE OF UTAH)
: ss
COUNTY OF WASHINGTON)

The foregoing Notice of Default and Election to Sell was executed and acknowledged before me
this 31 day of March 2025, by Brian C. Webber, Esq., as Trustee.



Notary Public

EXHIBIT D

(City Notice of Default Letter)



April 11, 2025

VIA MAIL & EMAIL

MLM Holdings, LLC
Attn: Michael Maze
15856 Porters Point Cove
Herriman, Utah 84065

Re: Notice of Default – Land Transfer Agreement dated July 12, 2023 (as amended September 13, 2023)

Mr. Maze:

As you are aware, the Land Transfer Agreement between MLM Holdings, LLC (“MLM”) and the City, dated July 12, 2023, and amended on September 13, 2023 (“Agreement”), required MLM to acquire fee title to the adjacent parcel by December 12, 2023. See Agreement, Sections 2.a.i and 2.a.ii (as amended). Based on conversations with the adjacent property owner and a review of recorded documents at the Salt Lake County Recorder’s Office, this critical and conditional obligation remains unfulfilled.

Pursuant to Section 2.a.iv of the Agreement, MLM is now required to deed the Property back to the City. Additionally, Section 10.a.i.3 obligates MLM to “clear any and all encumbrances and liens on the Property.” As of April 11, 2025, the Property remains encumbered in violation of the Agreement by the following:

1. A Deed of Trust recorded September 19, 2023, in favor of Deseret First Federal Credit Union in the amount of \$250,000; and
2. A Deed of Trust recorded October 23, 2023, naming Mike Hale as Beneficiary in the amount of \$1,250,000.



The City has been notified that MLM has defaulted under the second Deed of Trust. See the attached letter from Freeman Lovell and the Notice of Default and Election to Sell, recorded as Entry No. 14365330.

MLM must, within fourteen (14) days of the date of this notice, remove all encumbrances from the Property and execute a deed transferring the Property back to the City. Failure to comply will result in the City pursuing all remedies available under the Agreement and applicable law, including, but not limited to, specific performance, damages, and legal action to enforce compliance.

Please treat this matter with urgency. Direct all communications regarding this default to my attention.

Sincerely,

/s/ Todd Sheeran

Todd Sheeran
Herriman City Attorney
tsheeran@herriman.gov
801-758-0071

EXHIBIT E

(Concept Plan)

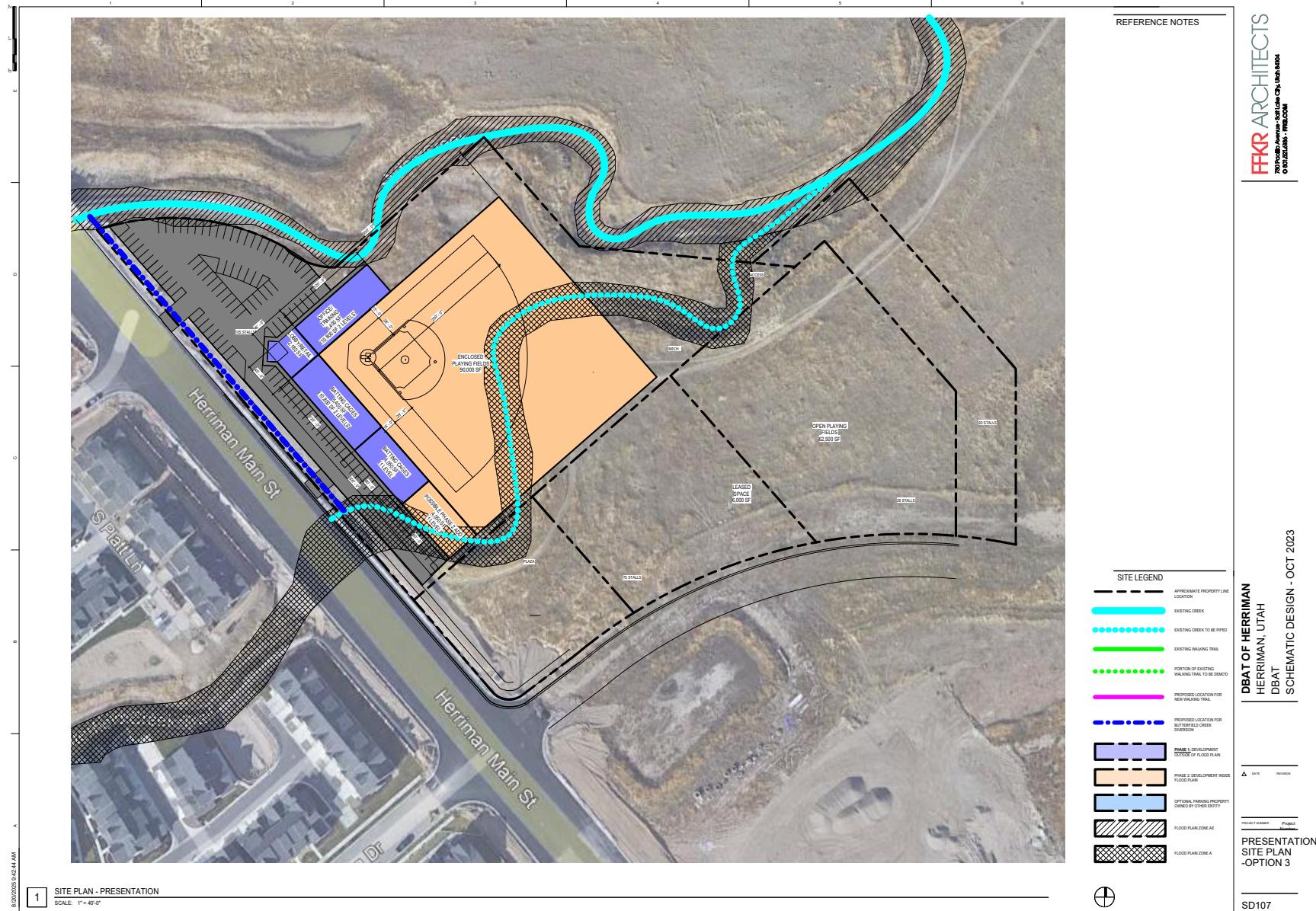


EXHIBIT F

(Phasing Plan and Public Improvement Schedule)

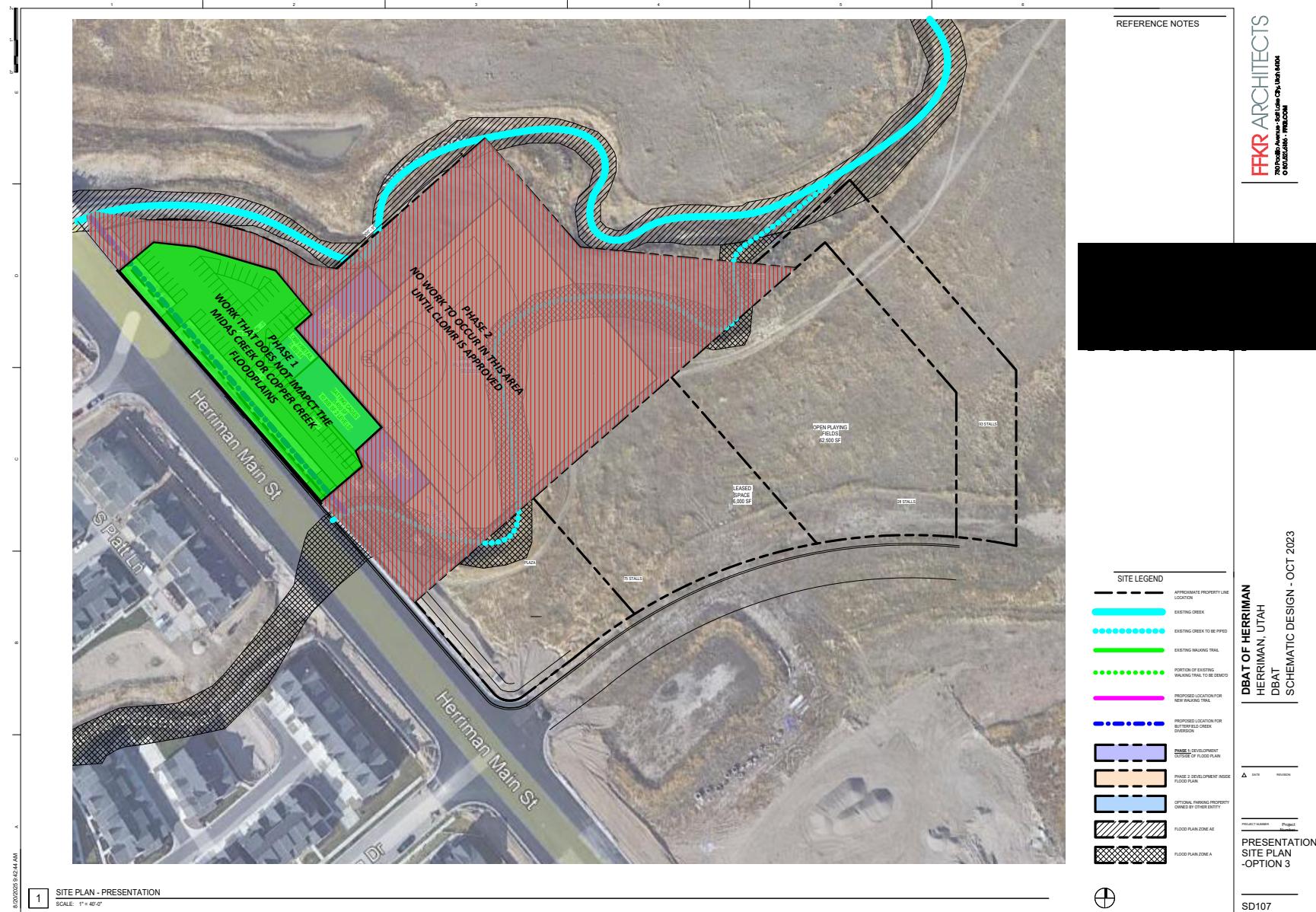


EXHIBIT G

(Reversionary Deed)

After recording, please send to:

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

Affected Parcel No(s): 26-25-251-009

Quitclaim Deed

MLM Holdings, LLC, grantor, of Salt Lake County, hereby quitclaims to Herriman City, grantee, of Salt Lake County, for the sum of 10 dollars and other good and valuable consideration, the following described tract of land in Salt Lake County, Utah, to wit:

BEG N 89^{36'10"} W 360.58 FT & N 2843.79 FT FR S 1/4 COR SEC 25, T3S, R2W, SLM; S 40^{44'26"} E 601.95 FT; N 50^{24'56"} E 631.18 FT; SW'LY ALG 290 FT RADIUS CURVE TO R, 30.94 FT (CHDS 84^{43'20"} W); S 87^{46'45"} W 205 FT; NW'LY ALG 90 FT RADIUSCURVE TO R, 115.49 FT (CHD N 55^{27'35"} W); N 18^{41'56"} W 51.25 FT; N 33^{51'52"} E 43.33 FT; NW'LY ALG 5 FT RADIUS CURVE TO L, 10.27 FT (CHD N 24^{59'17"} W); N 83^{50'26"} W 62.41 FT; SW'LY ALG 80 FT RADIUS CURVE TO L, 46.56 FT (CHD S79^{29'05"} W); S 62^{48'36"} W 37.13 FT; SW'LY ALG 70 FT RADIUSCURVE TO L, 75.81 FT (CHD S 31^{47'03"} W); SW'LY ALG 57 FT RADIUS CURVE TO R, 96.82 FT (CHD S 49^{25'03"} W); N 81^{55'23"} W 54.92 FT; NW'LY ALG 120 FT RADIUS CURVE TO R, 32.96 FT (CHD N 74^{03'14"} W); N 66^{11'05"} W 77.92 FT; NW'LY ALG 20 FTRADIUS CURVE TO L, 10.08 FT (CHD N 80^{37'15"} W); S 84^{56'35"} W 34.80 FT; NW'LY ALG 96 FT RADIUS CURVE TO R, 27.54 FT (CHDN 86^{50'21"} W); N 78^{37'16"} W 20.22 FT; NW'LY ALG 79 FT RADIUS CURVE TO L, 31.27 FT (CHD N 88^{24'56"} W); S 80^{14'39"} W 36.28 FT TO BEG.

NOTE: The above-tract of land was subject to a Land Transfer Agreement dated July 12, 2023, which was revised on _____. In that agreement, the City had a revisionary interest in the above-tract of land and would receive said land in the event of default. The City, as grantee, has priority interest over any lienholder per said agreement.

(A quitclaim deed when executed as required by law shall have the effect of a conveyance of all right, title, interest, and estate of the grantor in and to the premises therein described and all rights, privileges, and appurtenances thereunto belonging at the date of conveyance).

MLM HOLDINGS, LLC

Signature: _____

Name: _____

Title: _____

Date: _____

State of _____)

§

County of _____)

Witness my hand and official seal.

(Notary signature)

(*seal*)

HERRIMAN CITY ACCEPTANCE OF PROPERTY

I, _____(insert name), being of legal age and authorized by **HERRIMAN CITY**, hereafter "public entity," being first duly sworn, depose and state as follows:

The public entity consents to the conveyance of real property by deed from **MLM HOLDINGS, LLC**. By signing this Public Entity Affidavit, the public entity accepts the ownership of the real property described in the attached legal description.

The public entity does not guarantee or provide an opinion as to the proper form or validity of any conveyance document related to the real property described in the attached legal description.

This Public Entity Affidavit is intended to evidence that the public entity consents to **MLM HOLDINGS, LLC**, conveying the real property described in the attached legal description to the public entity.

Signature:

Attested:

Title:

Herriman City Recorder

Name: _____

Date: _____