



CITY COUNCIL AGENDA

Wednesday, November 12, 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. 2025 Blackridge Reservoir Review – Wendy Thomas, Assistant City Manager, Anthony Teuscher, Deputy Director of Parks, Recreation and Events, and Lorren Mitchell, Events Manager
- 2.2. First Home Investment Zones (FHIZ) Discussion – Nathan Cherveski, City Manager; Wendy Thomas, Assistant City Manager; Blake Thomas, Community Development Director
- 2.3. City Status Report for October 2025 – Trevor Ram, Assistant to the City Manager
- 2.4. Quarterly Economic Development Update – Sandra Llewellyn, Economic Development Coordinator

2.5. Capital Projects Quarterly Update – Bryce Terry, City Engineer

2.6. Public Works Facility Needs Assessment Review – Justun Edwards, Public Works Director

2.7. 2026 Legislative Priorities – City Council Roundtable

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

6.4.1. Notice from the South Salt Lake Valley Mosquito Abatement District regarding a proposed property tax increase

7. Mayor Report

8. Reports, Presentations and Appointments

8.1. Presentation of Herriman City's First Graduate of the FBI National Academy – Deputy Chief Cody Stromberg

9. Public Hearing

- 9.1. Public Hearing and consideration of a Resolution amending the fiscal year 2026 budgets for the City of Herriman – Kyle Maurer, Director of Finance and Administrative Services
- 9.2. Public Hearing and consideration of a Resolution amending the water utility fee schedule – Kyle Maurer, Director of Finance and Administrative Services

10. Consent Agenda

- 10.1. Review and approval of the September 2025 financial summary – Kyle Maurer, Director of Finance and Administrative Services
- 10.2. Approval of a Resolution adopting the 2026 annual Meeting Schedule – Jackie Nostrom, City Recorder
- 10.3. Approval of the Thomas Butterfield Community Service Scholarship policy – Jackie Nostrom, City Recorder
- 10.4. Approval of the Herriman Youth Council Advisory Policy – Jackie Nostrom, City Recorder
- 10.5. Approval of a CDBG Subrecipient Agreement between Salt Lake County and Herriman City for project year 2025
- 10.6. Approval of the October 22, 2025, City Council meeting minutes

11. Discussion and Action Items

- 11.1. Consideration of a Franchise Agreement with Senawave – Todd Sheeran, City Attorney
- 11.2. Consideration to Reduce Impact Fees Charged to Jordan Valley Water Conservancy District – Bryce Terry, City Engineer
- 11.3. Discussion and Consideration of Amendments to Herriman City Code Section 7-4-8, Regarding Restoration Requirements for Roadway Excavation – Bryce Terry, City Engineer
- 11.4. Review and consider an amendment to the Herriman City General Plan by adopting a “Water Use and Preservation Element” as required by Utah State Code. (File No. G2025-135) - Michael Maloy, Planning Director

12. Future Meetings

12.1. Board of Canvassers Meeting: November 18, 2025 @ 5:00 p.m.

12.2. Next Planning Meeting: November 19, 2025

12.3. Next City Council Meeting: December 10, 2025

13. Events

13.1. Cranksgiving Jump Party: November 15, 2025 Juniper Canyon Recreation Area @ 10:00 a.m.

14. Closed Session

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

15. Adjournment

16. Recomence 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 citizen on the issue presented; direct the citizen to the proper administrative department(s); or take no action. This policy also applies to all public hearings. Citizens may also submit written requests (outlining their issue) for an item to be considered at a future council meeting. The chair may place the item on the agenda under citizen comments; direct staff to assist the citizen; direct the citizen to the proper administrative departments; or take no action.

I, Jackie Nostrom, certify the foregoing agenda was emailed to at least one newspaper of general circulation within the geographic jurisdiction of the public body, at the principal office of the public body, on the Utah State Public Notice website www.utah.gov/pmn/index.html and on Herriman City's website at www.herriman.gov Posted and dated this 6th day of November, 2025.
/s/ Jackie Nostrom, City Recorder

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

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STAFF REPORT

DATE: September 29, 2025

TO: The Honorable Mayor and City Council

FROM: Wendy Thomas | Anthony Teuscher | Lorren Mitchell

SUBJECT: 2025 Blackridge Reservoir Review – Wendy Thomas, Anthony Teuscher, Lorren Mitchell

RECOMMENDATION:

This item was requested for discussion by the City Council at the August 27, 2025 Work Meeting and is part of the Annual Discussion surrounding the maintenance and operations of Blackridge Reservoir.

ISSUE BEFORE COUNCIL:

The Council is being asked to review the 2025 operations of Blackridge Reservoir, including parking and permit programs, pavilion rentals, safety and enforcement activity, and impacts of temporary closures, and to determine if any operational changes should be implemented for the 2026 season.

ALIGNMENT WITH STRATEGIC PLAN:

ES 3 – Natural resources, parks, trails, and amenities

BACKGROUND/SUMMARY:

Blackridge Reservoir continues to serve as a key summer amenity and regional attraction for residents and visitors. The 2024 season included notable operational adjustments, as well as changes to the residential parking permit program and fee structure. These changes were carried into the 2025 season.

DISCUSSION:

Staff seeks City Council feedback on whether operational changes should be implemented for 2026.

ALTERNATIVES:

- Maintain current operations for the 2026 season.
- Direct staff to explore revisions to the parking and permit programs.
- Modify rental, enforcement, or staffing structure.
- Provide other direction as determined by Council.

FISCAL IMPACT:

Operational revenue for 2025 totaled approximately **\$44,900** from parking and rental fees. Staffing costs totaled approximately **\$50,000**. While several closures impacted pavilion rentals, parking revenue remained stable. Any future adjustments to permit or fine structures may affect projected revenues and staffing costs.



STAFF REPORT

DATE: November 05, 2025

TO: The Honorable Mayor and City Council

FROM: Nathan Cherveski | Wendy Thomas | Blake Thomas

SUBJECT: First Home Investment Zones (FHIZ)

RECOMMENDATION:

For presentation and discussion only.

ISSUE BEFORE COUNCIL:

This will be a discussion regarding First Home Investment Zones (FHIZ).

ALIGNMENT WITH STRATEGIC PLAN:

CE 1 – Business development

BACKGROUND/SUMMARY:

Ryan Button from Olympia Ranch, LLC and Sam Elder from DA Davidson will present a proposed application for a First Home Investment Zone to be located in the Olympia development.



STAFF REPORT

DATE: October 28, 2025

TO: The Honorable Mayor and City Council

FROM: Trevor Ram

SUBJECT: City Status Report – October 2025

RECOMMENDATION:

Staff recommend acceptance of the City Status Report.

ISSUE BEFORE COUNCIL:

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

ALIGNMENT WITH STRATEGIC PLAN:

CE 2 – Promote trust in government

BACKGROUND/SUMMARY:

This is the City Status Report for October 2025.

DISCUSSION:

Attached is the City Status Report for October 2025.

ALTERNATIVES:

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

FISCAL IMPACT:

ATTACHMENTS:

HERRIMAN CITY STATUS REPORT

AS OF OCTOBER 31, 2025

BUILDING PERMITS - OCT 2025

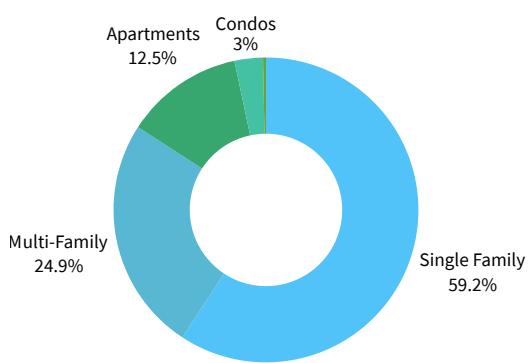
Issued: (Compare previous year)

21 (34) <i>Residential</i>	15 (2) <i>Commercial</i>	84 (64) <i>Other</i>
New Residential Units:		
16 <i>Single Family</i>	22 <i>Condos</i>	11 <i>Townhomes</i>
0 <i>Duplex</i>		1 <i>I-ADUs</i>

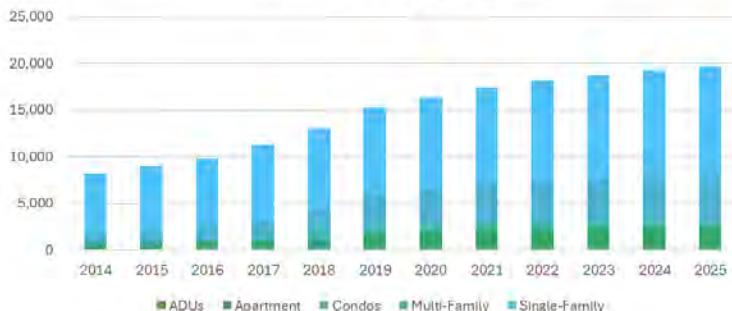
BUSINESSES

1,397 <i>Total Businesses</i>	31 <i>New Businesses</i>
76 <i>Restaurants/Food</i>	
1,124 <i>Home Occupation</i>	

HOUSING BY TYPE



Herriman Housing Stock by Type: 2014-2025



64,412

Population Estimate

4.1%

Vacancy Rate

PROJECT UPDATES

Wide Hollow Trailhead

- Major excavation ongoing
- Challenge stairs under construction
- Estimated completion: late Spring 2026

Main St. Median

- Sod work continues
- Construction into Spring 2026

Miller Crossing

- Paving getting underway
- Estimated completion: Early November 2025

6400 W (Herriman Blvd to Midas Creek)

- Paved, finalizing intersection improvements
- Estimated completion: end of 2025

HERRIMAN CITY STATUS REPORT

AS OF OCTOBER 31, 2025

SALES TAX

\$1,100,837.58

Latest Sales Tax Disbursement

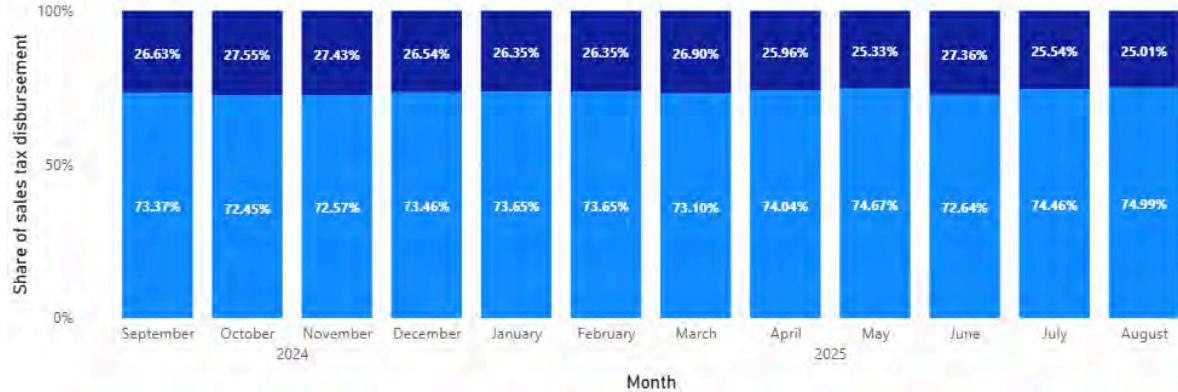
Population and direct sales—last 12 months

● 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: October 21, 2025

TO: The Honorable Mayor and City Council

FROM: Sandra Llewellyn, Economic Development Coordinator

SUBJECT: Economic Development Quarterly Update

RECOMMENDATION:

This staff report is being provided for information only. Staff would be happy to answer any questions or concerns from the City Council.

ISSUE BEFORE COUNCIL:

This information is a quarterly update on update of economic development activity in Herriman.

ALIGNMENT WITH STRATEGIC PLAN:

Economic development aligns with the following goals of the city's strategic plan.

1. CE 1: Business Development
2. CE 1.1: Business Support

BACKGROUND/SUMMARY:

The economic development team works closely with several other city departments, the city council, land owners, developers, prospective businesses, and existing business owners to ensure that the commercial base in Herriman is focused on the needs of the community. The city council has requested that an update be provided quarterly on the economic development activity occurring in Herriman.

DISCUSSION:

The following list includes commercial businesses that have opened since April 1, 2025:

- Gavane Spa, LLC (Soleil Lofts)
- McQueen Masonry, Inc. (Anthem Center)
- Kinetic Pilates (Copper View Plaza)

Galaxy of Games (Herriman Blvd Commercial)
Zions First National Bank (Garden Plots)
Karie Anne's (Herriman Corners)
Real Hot Yoga (Herriman Blvd Commercial)
Livy & Kate (Rockwell Landing)
Livewell Hospital of Herriman (Copper View Plaza)
Warner Family Dental (Herriman Blvd Commercial)
Aubree Belle Photography (Professional Office Plaza)
Beto's Herriman (Midas Crossing)
Connections Along the Way, LLC (Professional Office Plaza)
Cultural Café (Professional Office Plaza)
Rose Creek Animal Clinic (Academy Village)
Chubby's Café (Copper View Plaza)
Nothing Bundt Cakes (Copper View Plaza)

The following list includes businesses that are expected to open in the next quarter:

K-Cook Station (Academy Village)
Layne's Chicken (Herriman Towne Center)
FIIZ (Academy Village)
Starbucks (Academy Village)
Sweet Churro Express
Plunj (Copper View Plaza)
Game Haven (Anthem Center)
Enchanted Event Center (Anthem Center)
Thirst Drinks (Anthem Center)

ALTERNATIVES:

None

FISCAL IMPACT:

None



STAFF REPORT

DATE: October 30, 2025

TO: The Honorable Mayor and City Council

FROM: Bryce Terry, City Engineer

SUBJECT: Quarterly Capital Project Report

RECOMMENDATION:

Report for information only.

ISSUE BEFORE COUNCIL:

Report for information only.

BACKGROUND/SUMMARY:

Herriman City manages various capital projects to enhance the quality of life and ensure that residents receive essential services. The attached report discusses the active capital projects within the City boundaries.

These projects help fulfill the following goals from the City's Tactical plan:

ES 3 – Natural resources, parks, trails, and amenities

Preserve, enhance, and market Herriman's natural resources, parks, trails, and public amenities as vital community assets. Residents prioritize recreation and access to natural resources; work to meet those needs.

ES 6 – Transportation systems

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

ES 8 – Ensure fiscal sustainability within all City functions

Use long-range financial plans to guide plans and investments in needed resources and infrastructure.

ES 8.1 – Capital Improvement Plan

Use the Capital Improvement Plan (CIP) to guide prioritization, budgeting, tracking, and planning for needed capital improvements. Update the CIP on a yearly basis and complete projects in a timely manner. In pace with the CIP and maintenance programs, invest in infrastructure to address existing deficiencies and anticipated future needs.

QL 1 – Parks and amenities

Parks and open space are some of Herriman's key features. Balance the number of public parks, recreational amenities, facility types, and locations with available resources for sustainability and ongoing maintenance.

QL 5 – Maintenance quality

Provide well-maintained facilities and infrastructure, especially for roadways.

DISCUSSION:

See the attached report.

ALTERNATIVES:

Report for information only.

FISCAL IMPACT:

N/A

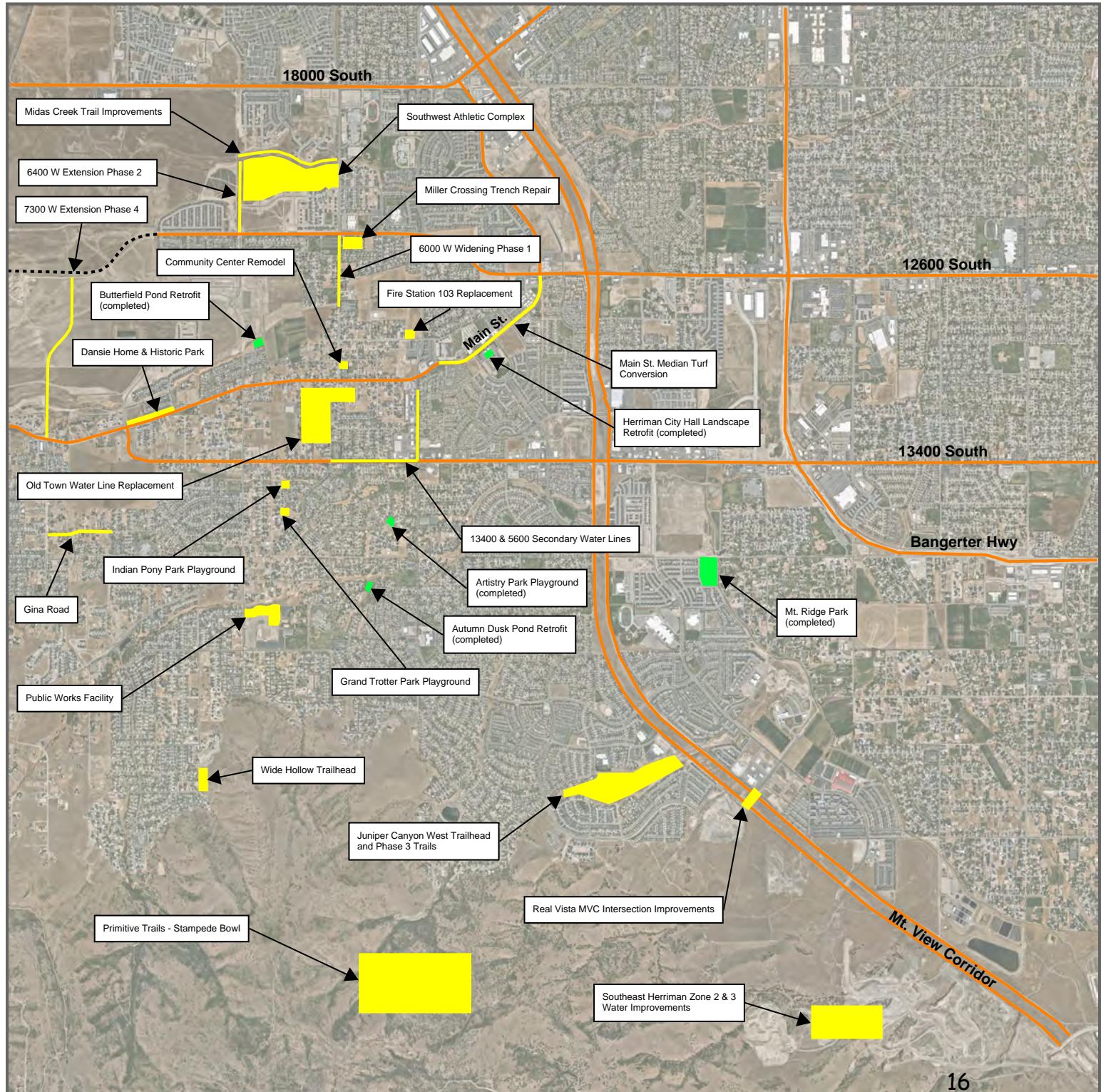
ATTACHMENTS:

- Quarterly Capital Project Report

Herriman City Capital Project Locations



Active Capital Projects (As of 9/30/2025)	Total Active Project Budget	Total Funds From Outside Funding Source
28	\$64,639,537.00	\$36,879,330.80



Grand Trotter Park Playground Replacement

13605 Grand Trotter Way

Option 1



Option 2



This project involves removing the old, unsafe playground and replacing it with a new one. Park staff will handle the removal of the existing playground, while Big T Recreation will be responsible for installing the new equipment.

Budget Information	Current Status
<p>FY26 Budget: \$60,000 Design Agreement: N/A Percent Paid: N/A Construction Agreement: \$55,844.78 Percent Paid: 0%</p>	<p>The old playground equipment has been removed and the new equipment has been delivered. Installation will start as soon as the Indian Pony playground has been completed. The expected completion is mid-November.</p>

Indian Pony Playground Replacement

6230 West Indian Pony Way

Option 1



Option 2



This project involves removing the old, unsafe playground and replacing it with a new one. Park staff will handle the removal of the existing playground, while Big T Recreation will be responsible for installing the new equipment.

Budget Information	Current Status
<p>FY26 Budget: \$60,000 Design Agreement: N/A Percent Paid: N/A Construction Agreement: \$59,446.00 Percent Paid: 0%</p>	<p>Installation of the new playground equipment has begun and will continue over the next few weeks. Completion is expected by early November.</p>

Artistry Park Playground Replacement

5715 Roselina Dr

Option 1



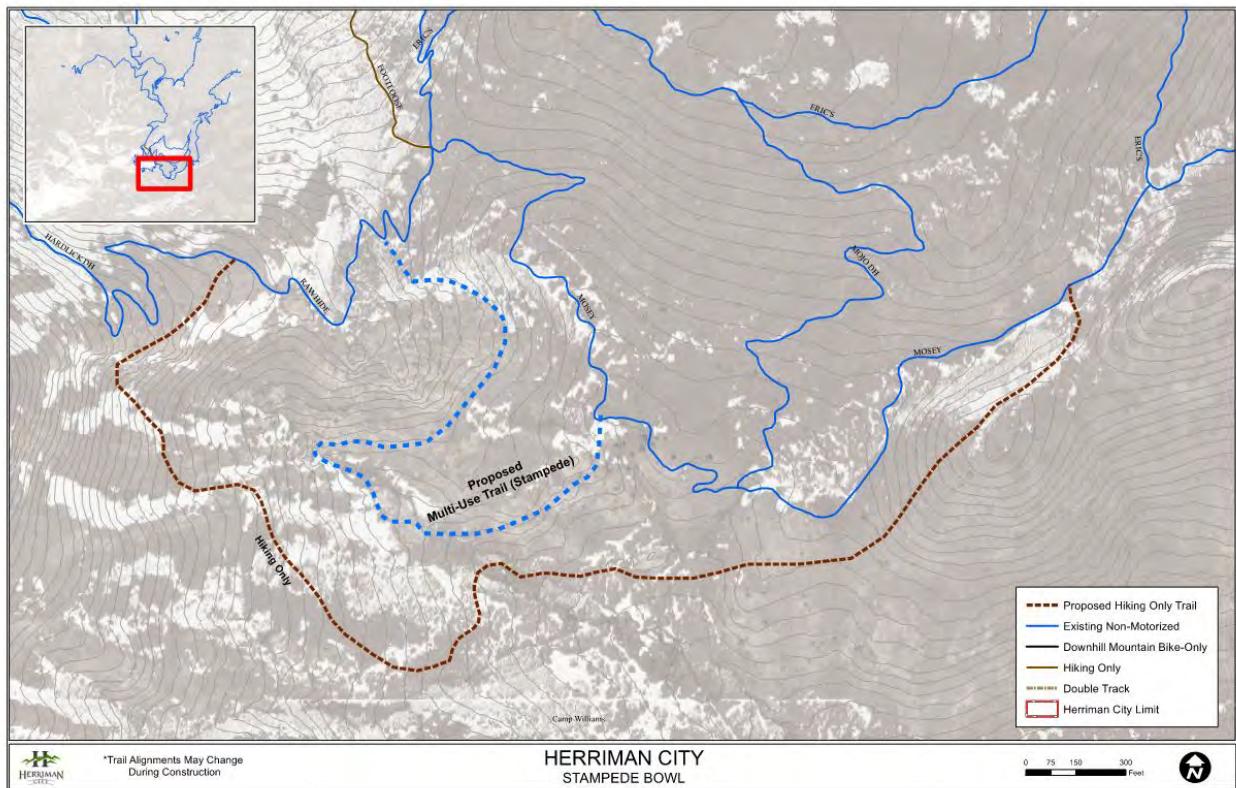
Option 2



This project involves removing the old, unsafe playground and replacing it with a new one. Park staff will handle the removal of the existing playground, while Big T Recreation will be responsible for installing the new equipment.

Budget Information	Current Status
FY26 Budget: \$100,000 Design Agreement: N/A Percent Paid: N/A Construction Agreement: \$94,831.00 Percent Paid: 95%	The installation of the new playground is complete and is awaiting the SoftFall wood chip installation. This is anticipated to be done the week of October 27 th .

Primitive Trails – Stampede Bowl



The Stampede Multi-Use Trail is designed to accommodate pedestrians, cyclists, and equestrians, with motorized vehicles prohibited except for Class One e-bikes. Spanning approximately half a mile, the trail will connect the existing Mosey and Rawhide Trails. Construction will follow primitive trail standards, involving clearing existing brush and vegetation and performing grading work where needed.

Budget Information	Current Status
FY26 Budget: \$15,000 Design Agreement: N/A Percent Paid: N/A Construction Agreement: N/A Percent Paid: N/A	Budget amendment to construct trail was denied. Will continue to pursue grant funding.

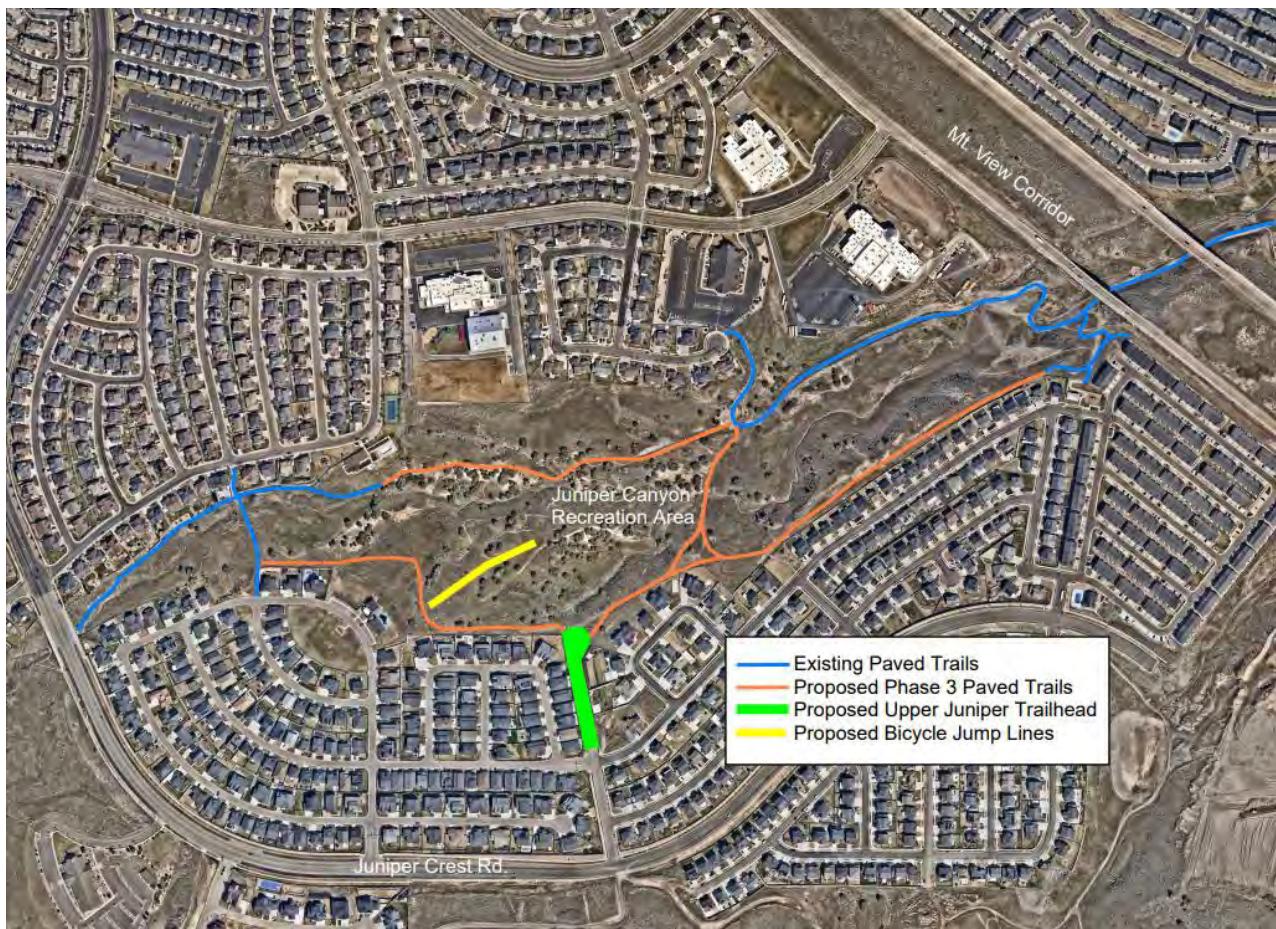
Parks Master Plan, IFA, and IFFP Updates



As the city has grown over the past several years, an update to our current Parks Master Plan has become necessary. In addition to the Master Plan update, we will also complete an Impact Fee Analysis and Impact Fee Facility Plan update. All three were last updated in 2020.

Budget Information	Current Status
<p>FY26 Budget: \$95,942 Design Agreement: \$104,130 Percent Paid: 52% Construction Agreement: N/A Percent Paid: N/A</p>	<p>The survey results were presented to Planning Commission on October 15th, 2025, with no feedback or comments. The same survey results will be presented to City Council on October 22nd, 2025. After which, a public open house will be held, and the final plan will be presented to PC and CC.</p>

Juniper Canyon West Trailhead



The Juniper Canyon West Trailhead Project is part of the larger Juniper Canyon Recreation Area master plan. This project will construct approximately 5,800 feet of additional paved trail that will complete the final unpaved section of trail through Juniper Canyon. The project also provides a parking lot and trailhead access in the upper canyon at Juniper Trail Dr. A bicycle jump line in this area is also being considered but will be a separate project by Friends of Herriman. With the completion of this project, there will be paved multi-use trail through Juniper Canyon from the lower trailhead at Sentinel Ridge Dr. to the east where Juniper Crest Dr. crosses the canyon.

Budget Information	Current Status
<p>FY26 Budget: \$2,376,800</p> <p>Design Agreement: \$100,000</p> <p>Percent Paid: 23%</p> <p>Construction Agreement: N/A</p> <p>Percent Paid: N/A</p>	<p>GBrown Design has completed the concept and cost estimate. The concept and budget have been approved, and the contract is in place with GBrown for design, bidding and construction services. The anticipated schedule will be for design to be done over the Summer/Fall of 2025, with bidding in the winter, and construction in the Spring and Summer of 2026.</p>

Wide Hollow

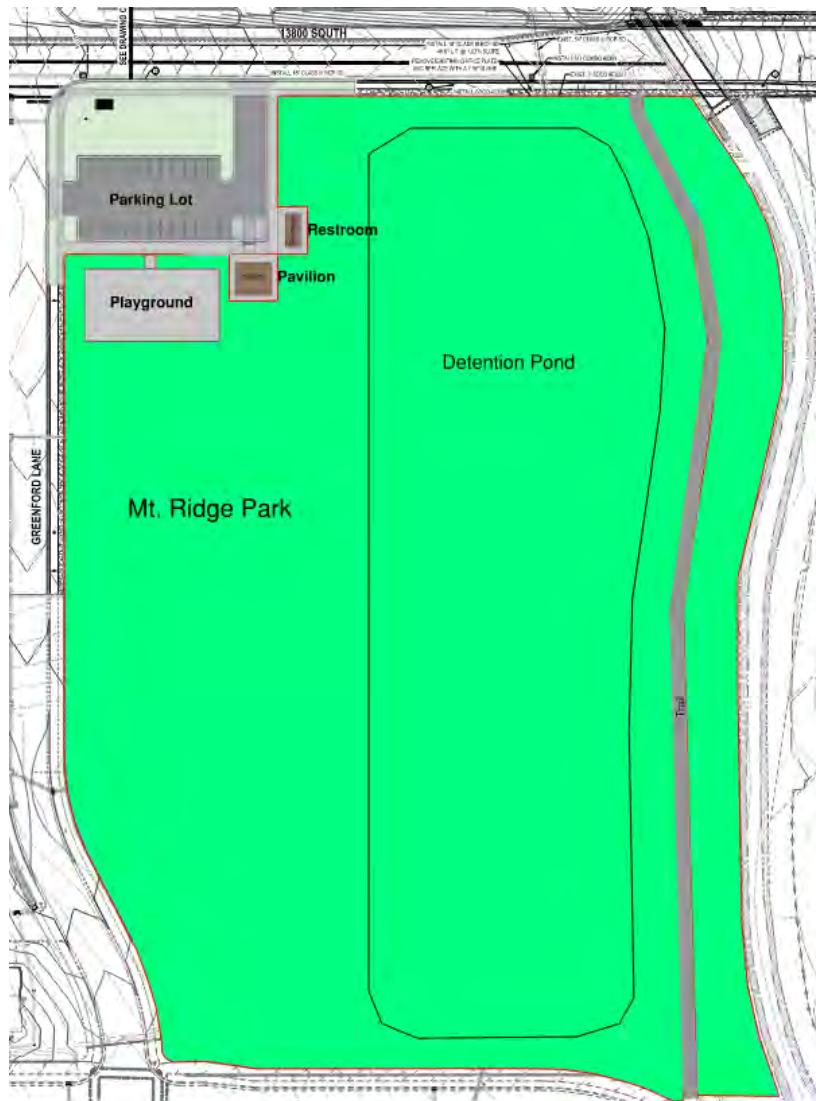


The Wide Hollow Trailhead project is part of the Herriman Hills Open Space Master Plan and will provide parking and access to the Herriman Hills Primitive Trail System and the Bonneville Shoreline Trail. The trailhead will include a recycled asphalt parking lot with approximately 65 spaces, as well as a challenge staircase with 258 treads ascending the hill to the east of the trailhead. The trailhead will provide additional access to over 2,300 acres of open space, and over 16 miles of single track trail that is currently used by hikers, mountain bikers, and equestrian users.

Budget Information	Current Status
<p>FY26 Budget: \$1,667,951 Design Agreement: \$106,545 Percent Paid: 87% Construction Agreement: \$1,297,030 Percent Paid: 10% Outside Funding: \$670,000</p>	<p>The Salt Lake County TRCC grant for \$670,000 was approved by their board to be extended until 12/31/26. Construction has begun and will continue through the winter as weather allows. Completion is expected in the spring of 2026.</p>

Mountain Ridge Park

13800 S at Greenford Ln



Mt. Ridge Park is a 9.6 acre park that will be constructed by Edge Homes as part of their Mt. Ridge development. The design includes a large detention pond that will serve as flood control for the Mt. Ridge development and will also provide turf playing fields for multi-purpose sport use. Park amenities will include a 27-space paved parking lot, pre-fabricated 4 stall restroom, pavilion, and playground. This park will also serve as a trailhead for access to the Welby Jacobs Canal trail.

Budget Information	Current Status
<p>FY26 Budget: \$1,273,953 Design Agreement: \$91,348 Percent Paid: 100% Construction Agreement: \$446,071.26 (Restrooms, Pavilion, & Playground) Percent Paid: 100%</p>	<p>Construction is complete with just a few punch list items remaining. Ribbon cutting and grand opening was on 9/4. A punch list re-inspection has been done and just a few irrigation items remain to be addressed. The park is fully open.</p>

Dansie Home and Historic Park

7000 W Herriman Main St

Dansie Home and
Historic Park



The Dansie Home Restoration and Historic Park project would include an exterior restoration of the Dansie home by removing the modern additions, repointing the masonry, restoring/replacing the exterior trim, and replacing the windows and roof with period correct materials and appearance. The proposed historic park would include parking, restrooms, pavilion, 8' paved trail, and play areas. Amenities would also include the relocation of three historic cabins to the site with a historic path telling the history of Herriman and its Pioneers, and relocation and restoration of the historic monument.

Budget Information	Current Status
FY26 Budget: \$450,000 for the Dansie Home & \$2,000,000 for the Historic Park	A contract was executed with CRSA, the architectural designer on the home, and they have begun finalizing the restoration plans for the home. G. Brown, the landscape architect, is working on the final conceptual plans for the site. The home design is 95% complete, while the landscape design is in the conceptual phase. Design work will continue through FY 2026, with construction anticipated for FY 2027.
Design Agreement: \$59,190 (Previous) \$27,239 (Redesign)	
Percent Paid: 91% (Previous) 24% (Redesign)	
Construction Agreement: N/A	
Percent Paid: N/A	

Southwest Athletic Complex

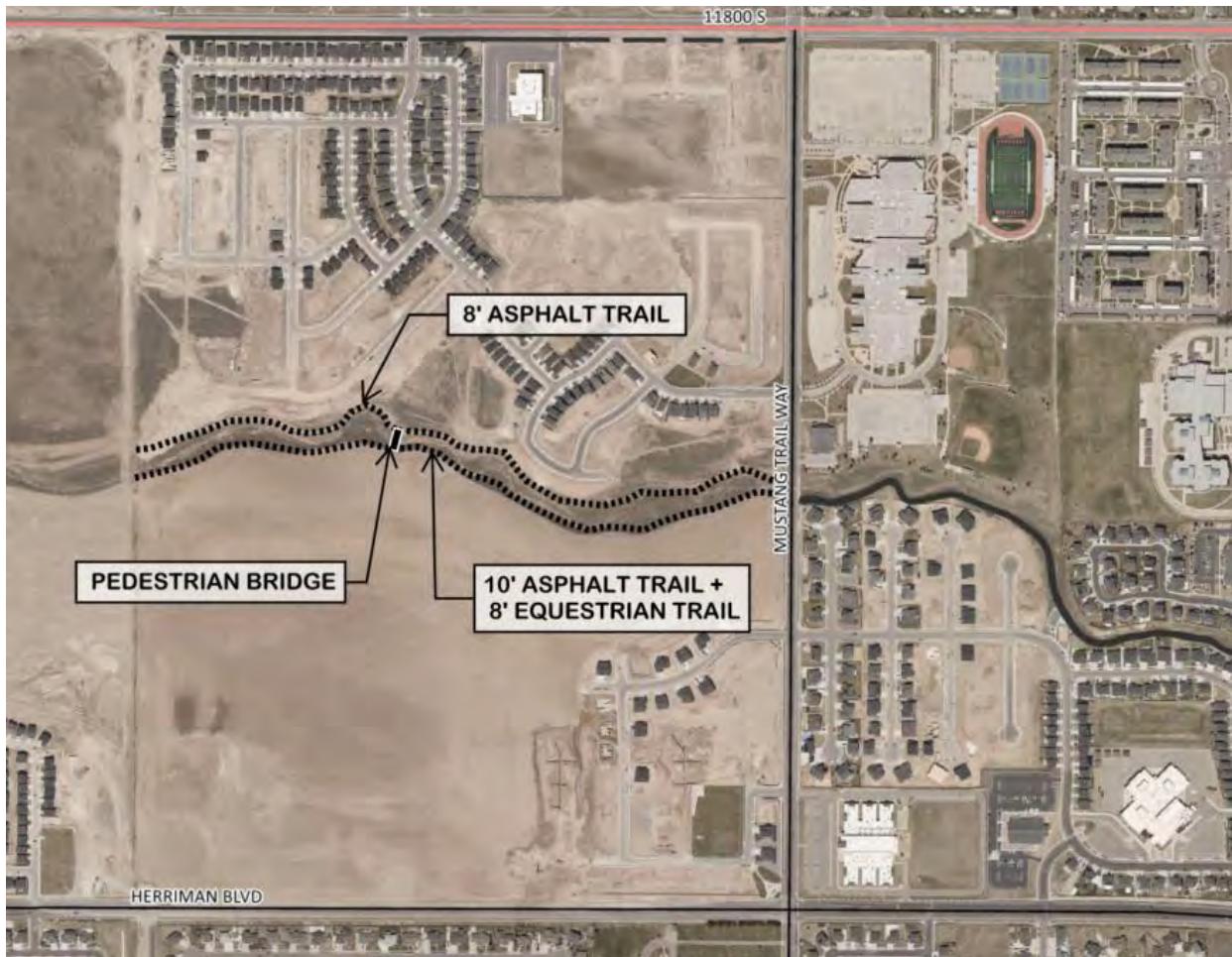
5174 W 13400 S



The Southwest Athletic Complex is a proposed 55-acre complex that conceptually has 14 multi-use fields 225' x 360' and three smaller multi-use fields 210' x 240'. These fields will be used for a variety of sports, primarily soccer, rugby, lacrosse, and football. The fields are proposed to be artificial turf, which allows for better utilization of the park year-round and in inclement weather.

Budget Information	Current Status
<p>FY26 Budget: \$1,095,200 Design Agreement: \$80,600.00 Percent Paid: 100% Construction Agreement: N/A Percent Paid: N/A Pending Agreement for Planning, Design, & Construction Services: \$470,190</p>	<p>A request for proposal was put out on September 5, and proposals for planning, design and construction management services were received from four firms on October 1st. A recommendation to award the design contract to Consor Engineering will be made to City Council on Oct. 22nd. Design is expected through the winter 2025/26 with construction beginning in Summer 2026 provided funding can be secured.</p>

Midas Creek Trail Improvements

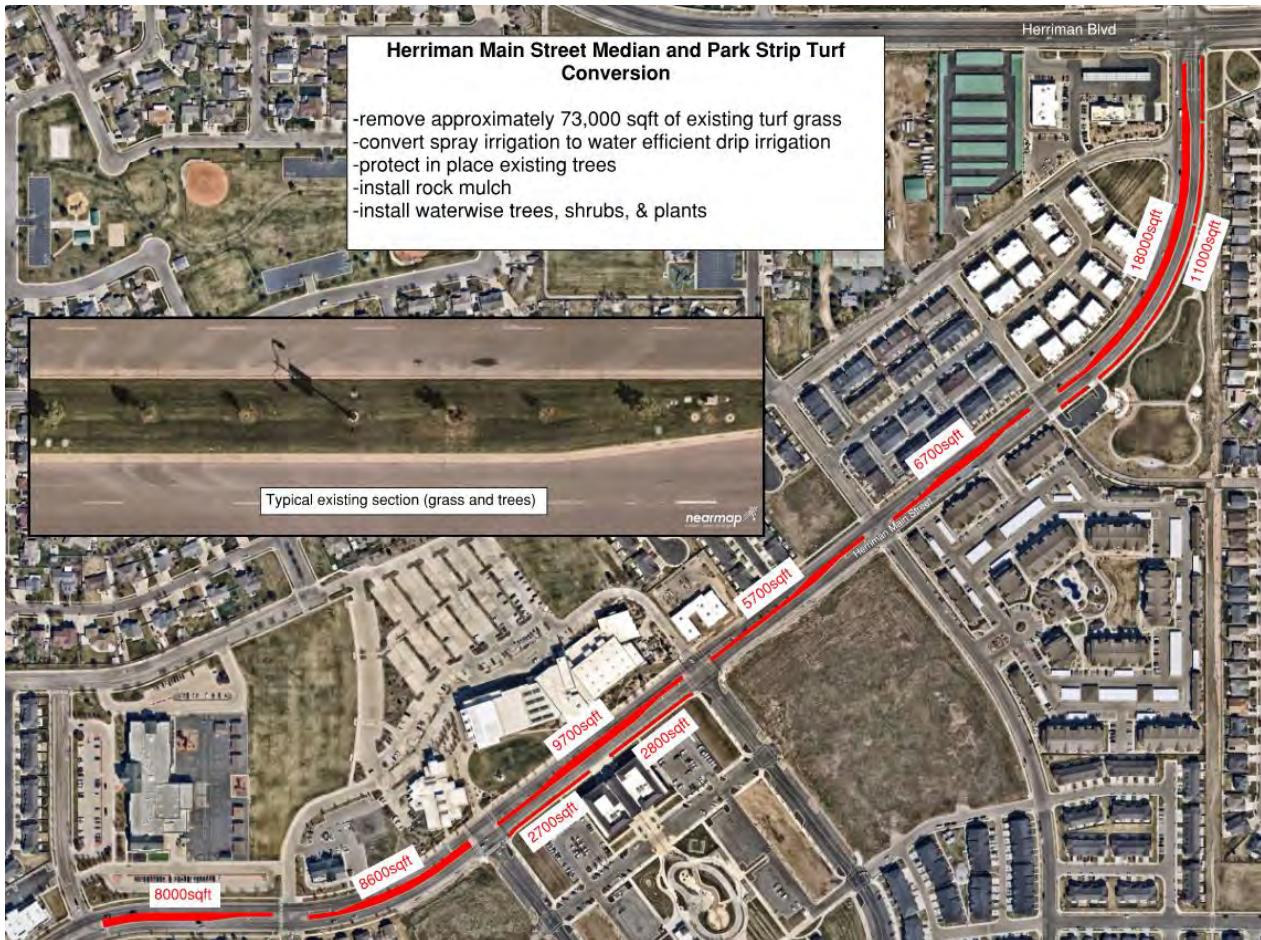


The scope of project includes asphalt trails from 6000 W (Mustang Trail) to 6400 W (future road) along Midas Creek. On the North side of the creek there will be a 8' asphalt trail installed. On the south side of the creek, there will be a 10' asphalt trail and an 8' equestrian trail to match the existing trail to the east. This project includes a pedestrian bridge that will be constructed to connect the north and south trails together near the center of the project. The project also includes connecting the trail underneath the 6000 West bridge to the existing trail system. Once completed, this will make the Midas Creek Trail completed from near Bangerter to 6400 West.

Budget Information	Current Status
<p>FY26 Budget: \$1,650,000 Design Agreement: N/A Percent Paid: N/A Construction Agreement: \$1,650,000 (Reimb) Percent Paid: 70%</p>	<p>Trail has been fully installed, waiting on final drawing updates to install the section connection underneath 6000 W / Mustang Trail way. The Pedestrian bridge was installed in late September. All that remains is some floodplain remediation and the trail connection under Mustang Trail.</p>

Main Street Median Turf Conversion

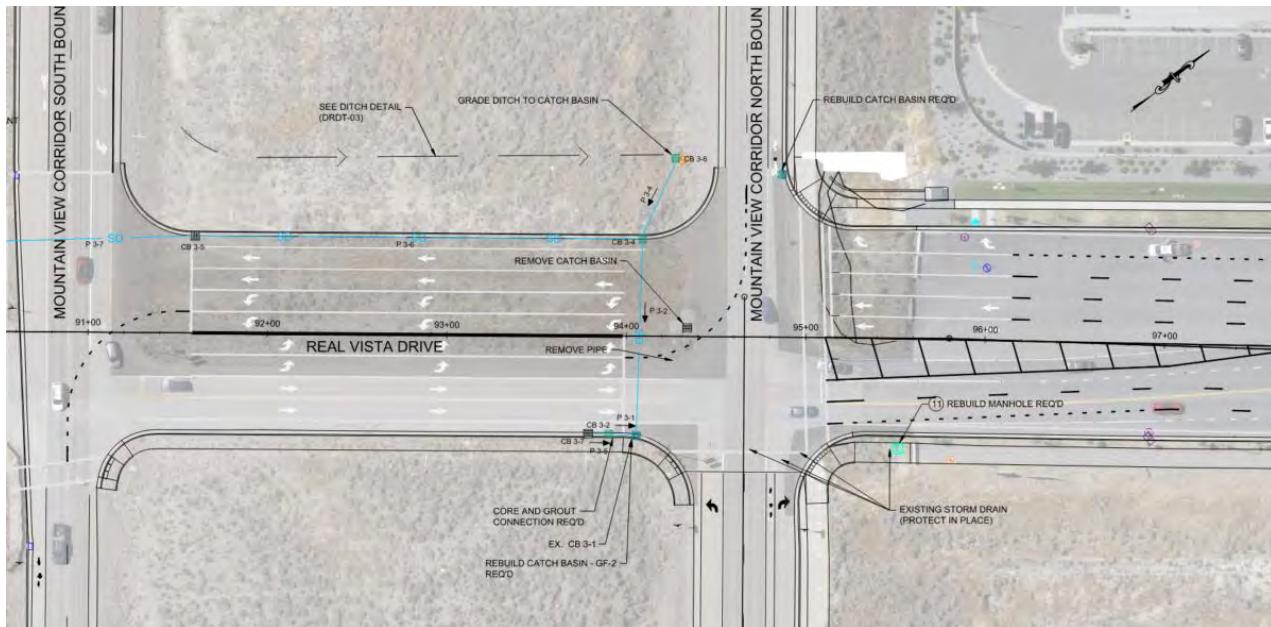
Herriman Main Street between Herriman Blvd. and Elementary Dr. (5550 W)



The Main Street Median Turf Conversion project will remove approximately 73,000 square feet of existing grass sod in the medians and park strips that are currently being watered with spray irrigation along Herriman Main Street between Herriman Blvd. and Elementary Dr. (5550 W). The design will include the replacement of the existing sod and irrigation with rock mulch planters with water efficient drip irrigation and waterwise plants and shrubs. This project will address the issues with water efficiency, as well as issues with pavement degradation due to irrigation runoff onto Main Street. The City has received a grant from JWWCD for \$17,442 to go toward design services. We have applied for additional funding for construction through the JWWCD Turf Conversion Program.

Budget Information	Current Status
<p>FY26 Budget: \$829,495</p> <p>Design Agreement: \$29,070</p> <p>Percent Paid: 98%</p> <p>Construction Agreement: \$686,223</p> <p>Percent Paid: 23%</p> <p>Outside Funding: \$237,042</p>	<p>The city has received the grant from JWWCD for 60% of the design cost (\$17,442). That reimbursement has been paid. The construction grant for \$3/sq ft has been approved by JWWCD (\$219,600). Ace Landscaping was awarded the contract, and construction began on 8/18/25. All sod has been removed, and irrigation modifications have been done. Planting began on 10/10. Project completion is expected in the spring of 2026.</p>

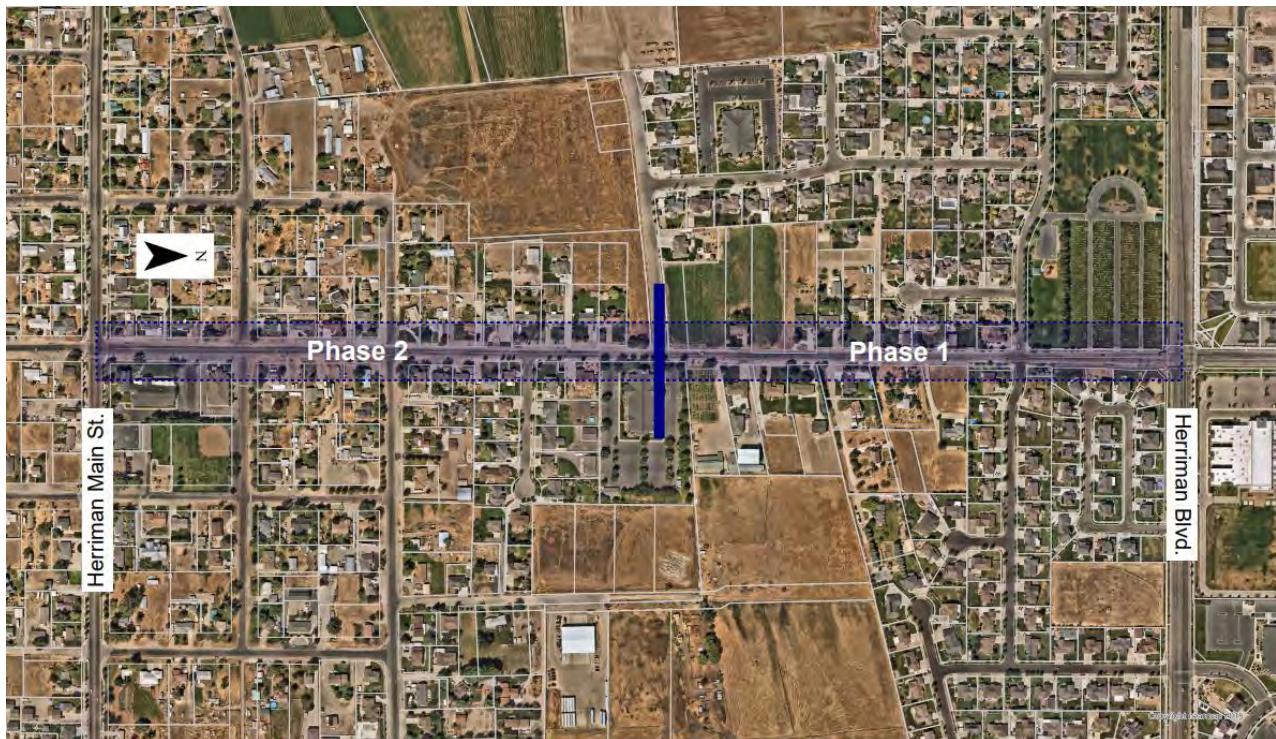
Real Vista & Mountain View Corridor Intersection Improvements



This is a roadway project to construct improvements at the intersections of Mtn View Corridor and Real Vista Dr. These improvements will include roadway widening, curb, gutter, asphalt Trail, traffic signals, and storm drain infrastructure. This will match the width that will be coming from the end of Juniper Crest and provide a signal and connection for when Juniper Crest is built out to Mtn View.

Budget Information	Current Status
<p>FY26 Budget: \$900,000 Design Agreement: \$40,507.00 Percent Paid: 92% Construction Agreement: N/A Percent Paid: N/A Outside Funding: \$520,000</p>	<p>Design is complete and re-permitting; construction to begin in Spring 2026. UDOT permitting is complete; working on bid documents.</p>

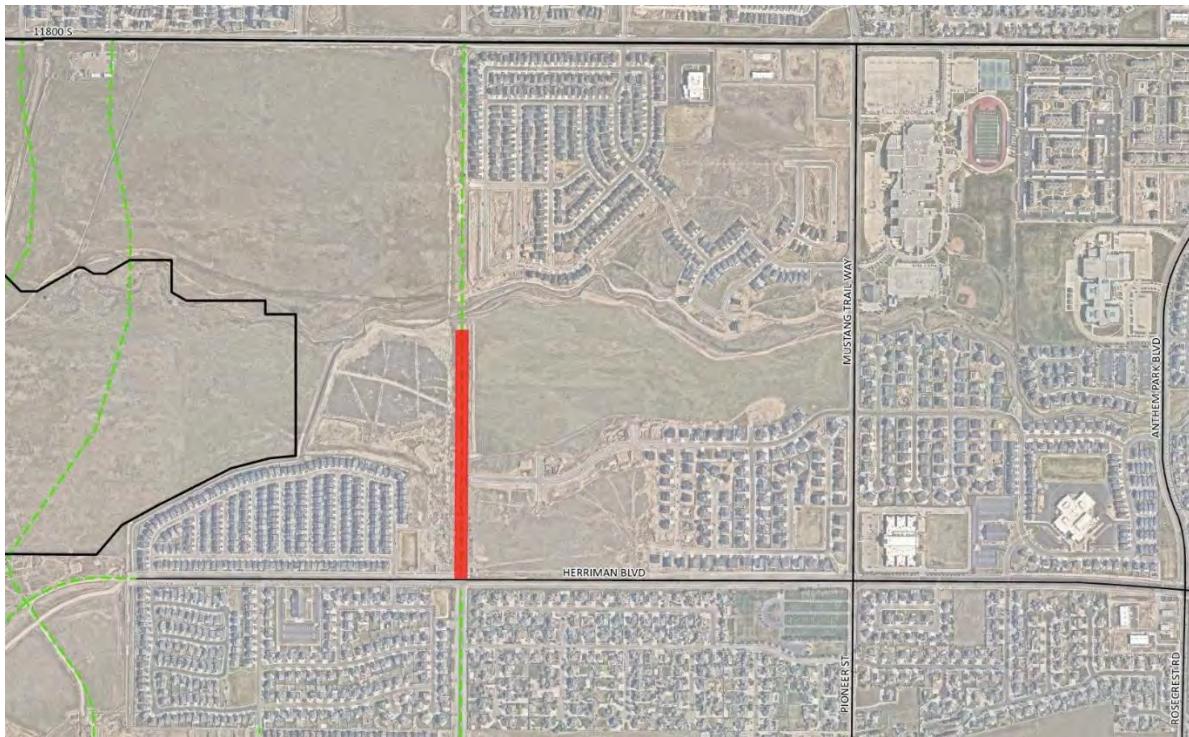
6000 West Roadway Widening Phase 1



Roadway improvements for this project consist of widening and improving the road with curb and gutter, sidewalk, park strip, streetlights and new asphalt. Phase 1 of the project begins at Herriman Blvd on the north end and extends southward to the intersection of Silver Sky Dr. The new roadway cross section will be 64 feet wide from back of sidewalk to back of sidewalk. Property acquisition will be required as part of this project and it is currently underway. Project improvements also include additional storm drain infrastructure and a new secondary water main. The existing power poles will need to be relocated, but they are planned to remain overhead.

Budget Information	Current Status
<p>FY26 Budget: \$2,300,000 Design Agreement: \$182,439.88 Percent Paid: 44% Construction Agreement: N/A Percent Paid: N/A</p>	<p>This project was approved in the FY24 budget. Currently working on the design. Bidding planned at the end of 2025 with construction to begin 2026. Community meeting with residents occurred on May 22. All ROW acquisition and permits to enter and construct are complete. The design is approximately 70% complete and should be done by the end of the year.</p>

6400 W Extension Phase 2



New roadway construction from Herriman Blvd to Midas Creek. The project includes waterline and storm drain infrastructure as well.

Budget Information	Current Status
<p>FY26 Budget: \$12,100,000 (Reimb – Includes Funds for Ph 2 & Ph 3)</p> <p>Design Agreement: N/A</p> <p>Percent Paid: 0%</p> <p>Construction Agreement: \$5,634,300</p> <p>Percent Paid: 76%</p>	<p>New roadway construction from Herriman Blvd to Midas Creek. Utilities have been installed, and the road has been paved. Utility connections into Herriman Blvd and the traffic signal will be constructed before the end of 2025.</p>

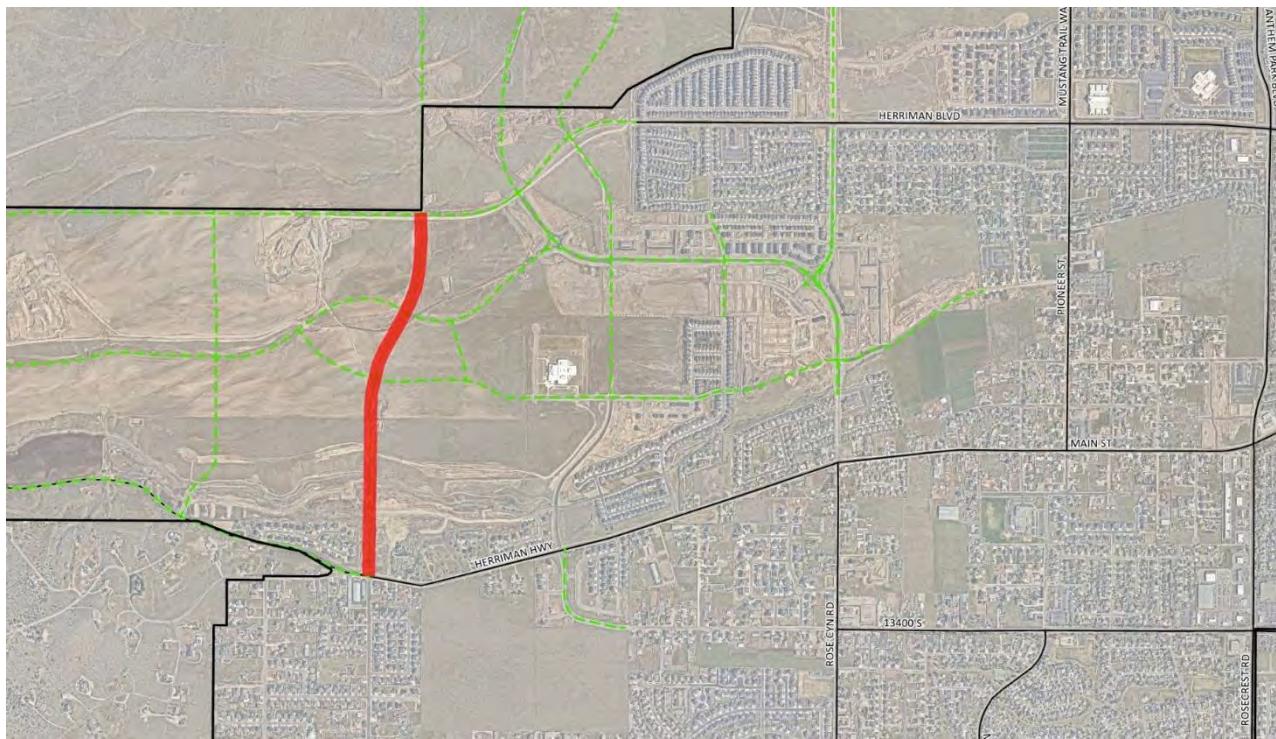
6400 West Extension & Olympia Blvd



This project includes two sections of Roadway, Olympia Blvd and 6400 West (from Olympia Blvd to Herriman Main Street). This is a reimbursement agreement with the Olympia PID. State funds have been transferred to the City for \$14 million for this project.

Budget Information	Current Status
<p>FY26 Budget: \$14,000,000 (Reimb)</p> <p>Design Agreement: N/A</p> <p>Percent Paid: 0%</p> <p>Construction Agreement: \$14,000,000</p> <p>Percent Paid: 75%</p> <p>Outside Funding: \$14,000,000</p>	<p>Roadway has been completed, remaining items include asphalt trail, open space landscaping, and median & open space landscaping.</p>

7300 W Extension Phase 4



New roadway construction from Herriman Main St to Herriman Blvd. Will include trail connections to Butterfield Creek, and Olympia trail system. It will include a bridge/culvert for the Butterfield Trail and Creek to pass underneath 7300 W. It will include a traffic signal at the intersection of 7300 W and Herriman Main St.

Budget Information	Current Status
FY26 Budget: \$14,500,000 (Reimb) Design Agreement: N/A Percent Paid: 0% Construction Agreement: \$14,500,000 Percent Paid: 0% Outside Funding: \$14,500,000	Grading is complete, settlement period has begun is will be required to ensure no future settlement. Final Design plans have been approved. Contractor is working on installing Utilities

Miller Crossing Pod 1 – Trench Repair

New roadway construction from Herriman Blvd to Midas Creek. The project includes waterline and storm drain infrastructure as well.

Budget Information	Current Status
<p>FY26 Budget: \$3,359,765 (Asphalt Preservation Budget) Design Agreement: N/A Percent Paid: 0% Construction Agreement: \$367,008.80 Percent Paid: 33% Outside funding: \$260,000 (JBID)</p>	<p>All trenches and milling completed, final pavement to occur first week of November.</p>

Gina Road – ROW Acquisitions



Roadway improvements to Gina Road between 7300 west and 7000 west including asphalt pavement, curb, gutter, sidewalk, storm drain, and secondary water. This project will require the acquisition of ROW from 11 parcels and permits to enter and construct for 22 parcels. The design was completed in 2022 and will only require minor updates to be made ready for construction.

Budget Information	Current Status
<p>FY26 Budget: \$1,918,280 Design Agreement: \$67,000 (Pending) Percent Paid: 0% Construction Agreement: N/A Percent Paid: N/A</p>	<p>Staff is currently working on getting a contract in place with a right of way agent. Once that contract is in place, we will begin engaging and negotiating with property owners to purchase the needed ROW. Design is 95% complete.</p>

Transportation Master Plan Update



Project is to update the Transportation Master Plan. This includes projecting future population and employment in/around Herriman. Then running scenarios of how the traffic will be routed based on the projected land uses and projected road network. Then, deficiencies are identified and addressed. Based on this a project list is created to maintain an acceptable level of service on roads in Herriman. Based on this project list, an Impact Fee Assessment can then be performed to determine the amount that impact fees should be charged on new development.

Budget Information	Current Status
<p>FY26 Budget: \$188,836 Design Agreement: \$149,000 Percent Paid: 34% Construction Agreement: N/A Percent Paid: 0%</p>	<p>TMP Kickoff meeting occurred April 17. Consultant is currently collecting data to begin analysis. Project is estimated to take 8-months to be completed. Consultant attended Herriman Towne Days and received feedback from general public. Project progress has been presented at Planning Commission and Council in August. Survey has been completed. Close to wrapping up the overall plan and begin analyzing impact fees.</p>

Public Works Facility (Programming & Concept Design)

6212 Butterfield Park Way



This project consists of programming and schematic design to expand the current Public Works operations at Butterfield Park. The project will mainly consist of an administration building and a fleet facility. Auxiliary parking, storage, workspaces, and material handling areas will also be laid out and planned for. An estimate of probable cost will also be provided.

Budget Information	Current Status
<p>FY26 Budget: \$273,410 Design Agreement: \$95,300.00 Percent Paid: 92% Construction Agreement: N/A Percent Paid: 0%</p>	<p>The final draft of Programming, Schematic Design, and cost estimate have been received. Staff will present the information to the city council in November.</p>

Fire Station 103 Replacement

12900 S 5600 W



The new fire station will be constructed near the Northwest corner of 12900 S. 5600 W. on ~1.6 acres of property. We are using UFA's small prototype design as a baseline with some site-specific modifications. The ~12,000 square foot station will include (2) two apparatus bays, living quarters, and training areas which will be consistent with UFA's new prototype standards.

Budget Information	Current Status
<p>FY26 Budget: \$7,945,340 Design Agreement: \$320,152 Percent Paid: 88% Construction Agreement: \$6,850,600 Percent Paid: 0%</p>	<p>The fire station construction is underway. The contractor is currently grading the site and installing utilities. Over the next month, the contractor will be installing footings, foundation and floor slab. Construction is on schedule with substantial completion in October 2026.</p>

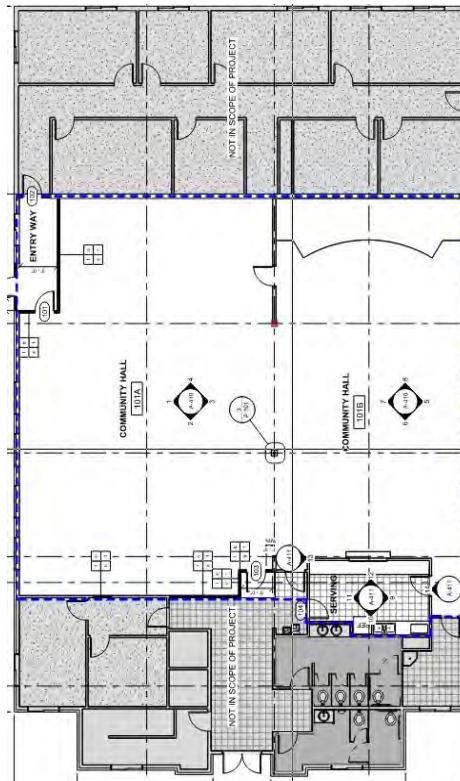
Community Center

13011 S Pioneer St

Demo Plan



Remodel Plan



The Community Center will be remodeled to make a more usable facility for rentals and community uses. The front lobby, restrooms, stairway, and back offices will be left untouched, and the middle section of the building will be opened up and refinished to make one large space. Grants were received to upgrade the lighting and HVAC systems throughout the building.

Budget Information	Current Status
FY26 Budget: \$235,561 Design Agreement: \$53,300 Percent Paid: 100% Construction Agreement: \$510,135.49 Percent Paid: 0% Outside Funding: \$534,390	The contractor has completed demolition and currently rebuilding walls and installing electrical preparing for drywall. The ADA ramp is under construction and should be completed in ~2 weeks. HVAC equipment replacement will begin this month. Project will be complete early Spring of 2026.

Southeast Herriman Zone 2 & 3 Water Improvements

Zone 2 Tank 05.23.2025



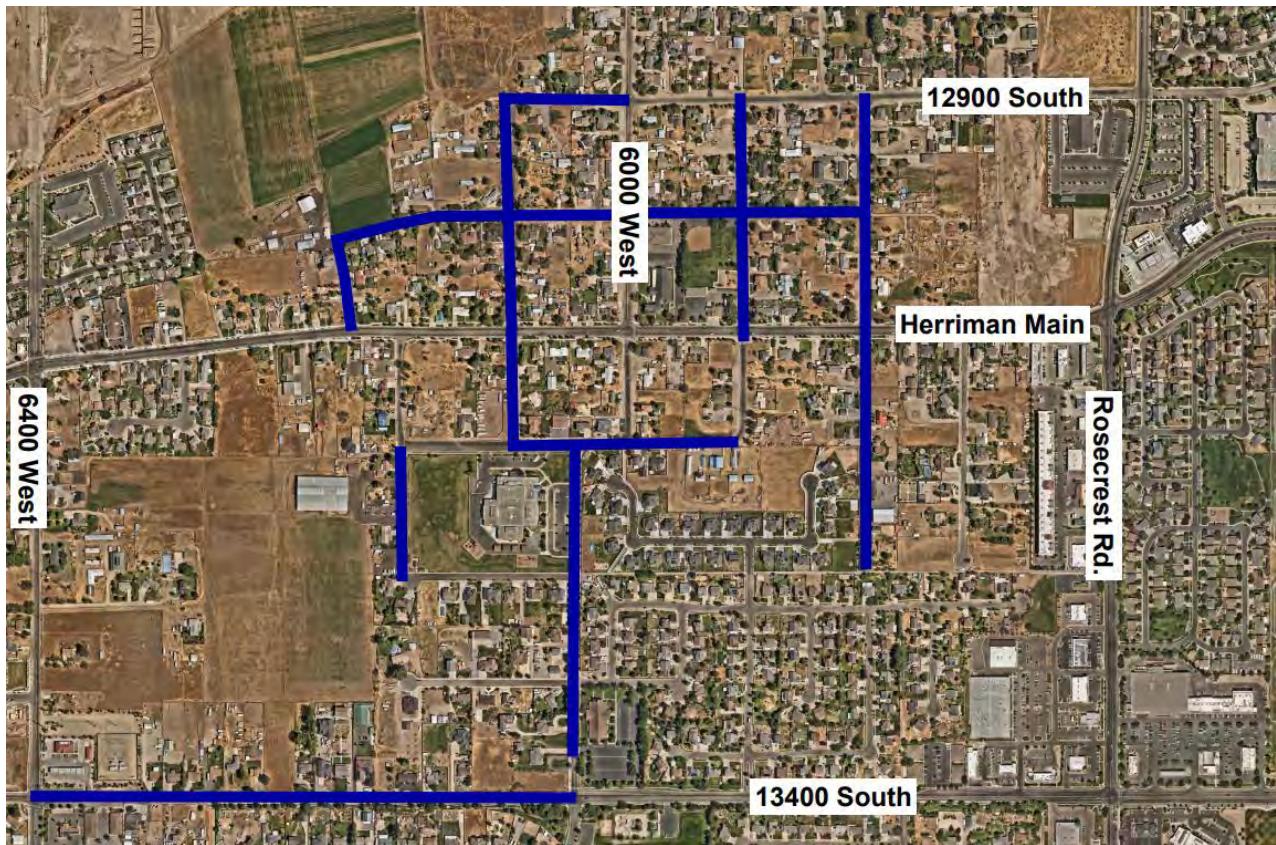
Zone 3 Tank 05.23.2025



This project includes (2) 2MG water tanks and a dual-zone pump station. The water tanks will serve pressure zones 2 and 3 in the south and east portions of Herriman. The pump station will be equipped with two sets of pumps that will pump water from the existing zone 1 tank to the respective tanks. This infrastructure was designed by Herriman City and will be constructed by the DAI and Wasatch South Hills developers. The city will reimburse the developers using the 2021 water revenue bond.

Budget Information	Current Status
<p>FY26 Budget: \$8,608,242 Construction & \$361,111 Management</p> <p>Design Agreement: \$1,131,874</p> <p>Percent Paid: 95%</p> <p>Construction Agreement: \$16,216,169</p> <p>Percent Paid: 56%</p>	<p>The zone 2 & 3 tanks are fully constructed and the contractor is cleaning the inside of the tanks, preparing for initial filling and leak testing. Several hundred feet of zone 3 tank transmission line failed inspection and testing and will be replaced over the next several weeks. The pump station site is currently being mass graded to the appropriate elevation for the pump station pad. Site piping and the realignment of existing utilities is also occurring. Project will be completed in April/May 2026.</p>

Old Town Waterline Replacement



This project consists of approximately 2.5 miles of new waterline throughout portions of Old Town Herriman City. The intent of the project is to install new waterlines to replace existing waterlines and eliminate the risk of leaks from the old, deteriorating system. The majority of the project is funded by the Region 8 Environmental Protection Agency (EPA) as part of the “Congressionally Mandated Projects.” In addition to the waterlines shown in the project map, there are project waterline improvements located at approximately 11800 South and Mountain View Corridor.

Budget Information	Current Status
<p>FY26 Budget: \$2,238,199 Design Agreement: \$146,100.00 Percent Paid: 91% Construction Agreement: \$3,888,519.79 Percent Paid: 69% Outside Funding: \$3,243,520</p>	<p>Construction is continuing on schedule to be completed by early 2026. Must spend funds by end of 2026. PI hired to assist our Communications Team to communicate with public. Project scope changed by removing a portion of 13400 S.</p>

13400 S & 5600 W Secondary Water Lines



The city received a \$1,585,000 grant from the Division of Water Resources to construct secondary waterlines to connect existing areas with dry secondary pipes to conserve culinary water being used for outdoor irrigation. This project will connect piping from the Stillman and Hamilton well lines to existing piping at 5600 West and Main Street that will provide additional secondary water source to areas in the North part of the city. A waterline will also be installed along 13400 S. that will eventually convey well water to a secondary irrigation storage reservoir.

Budget Information	Current Status
<p>FY26 Budget: \$943,947 Design Agreement: \$93,610 Percent Paid: 79% Construction Agreement: \$1,793,901 Percent Paid: 80% Outside Funding: \$2,000,000</p>	<p>The project is sustainably complete with the contractor working on punch list items. Punchlist items will be completed before the end of October.</p>

Autumn Dusk Pond & Butterfield Pond LID Retrofit

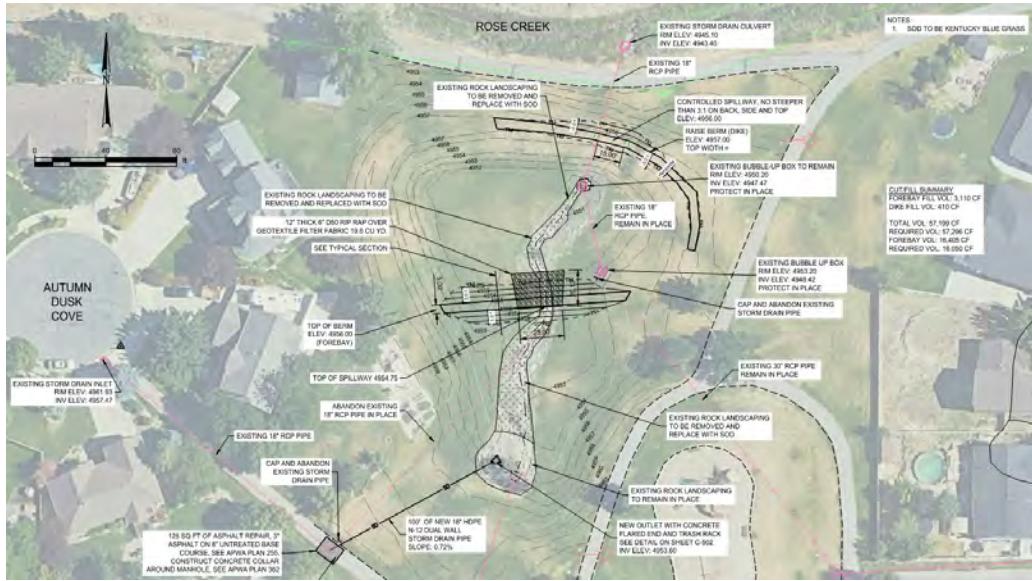


Figure 1. Autumn Dusk Pond



Figure 2. Butterfield Creek Pond

Herriman City received grant funds from the State to retrofit the Autumn Dusk Pond and the Butterfield Creek ponds as shown in the figures above. This project is intended to retrofit these ponds to treat contaminants prior to discharging into the adjacent creeks, i.e. Butterfield Creek and Rose Creek. This project also enables the city to comply with the state requirement to retrofit each city owned facility to comply with Low Impact Development (LID) requirements. Both the ponds will be retrofitted to infiltrate runoff as it comes into the pond.

Budget Information	Current Status
<p>FY26 Budget: \$636,431 (Inc. City Hall) Design Agreement: \$49,820 Percent Paid: 100% Construction Agreement: \$241,835.40 Percent Paid: 95% Outside Funding: \$66,600</p>	<p>City received state approval of the Environmental Study, which was required for grant funds. The projects are substantially complete and the contractor is working on a punch list for completion.</p>

Herriman City Hall Landscape Planter Retrofit



Similar to the Autumn Dusk and Butterfield Creeks Pond Retrofit projects, this project is the recipient of state funds to retrofit the planter on the southwest corner of the City Hall to accept and treat runoff from a portion of the building's roof and the west, employee parking lot. The concrete, chamber looking, structures are designed to accept the runoff from the tributary areas and filter through engineered soil media to treat the contaminants prior to discharging to the public system. This project will also serve to educate the public on Low Impact Development (LID) improvement efforts that the city and state are requiring on all developments.

Budget Information	Current Status
<p>FY26 Budget: \$631,431 (Inc. Ponds) Design Agreement: \$62,376.00 Percent Paid: 92% Construction Agreement: \$266,701.50 Percent Paid: 95% Outside Funding: \$47,770.00</p>	<p>City received state approval of the Environmental Study, which was required for grant funds. The project is substantial complete and the contractor is working on a punch list for completion.</p>



STAFF REPORT

DATE: 10/28/2025

TO: The Honorable Mayor and City Council

FROM: Justun Edwards, Director of Public Works

SUBJECT: Public Works Facility Needs Assessment & Schematic Design

RECOMMENDATION: Presentation Only- Staff will present the findings of the Needs Assessment and Schematic Design.

ISSUE BEFORE COUNCIL: Council to provide feedback on the Needs Assessment and Schematic Design and direct staff to make changes if any.

ALIGNMENT WITH STRATEGIC PLAN:

ES 5- Current and Future Facility Needs

ES 5.1- Public Works Facility

BACKGROUND/SUMMARY:

In February the Council approved a contract with Galloway Architects to perform the programming and schematic design for the Public Works Facility to be expanded at Butterfield Park. Workshops with Galloway were conducted to determine current and future (15-20 year outlook) needs for the Parks and Public Works departments.

Galloway used this information to develop a program to identify the space needs and types of spaces needed for each department. Department heads reviewed the programming to prioritize immediate needs, and the project was divided into two sequences. An Administrative Building and Fleet Facility were determined to be the highest priority and are included in sequence 1 with the site improvements necessary to support these buildings.

Sequence 2 includes conditioned work and storage spaces, non-conditioned material and vehicle storage, material storage bins, fuel island, impound lot, and site improvements.

DISCUSSION:

Review presentation from Staff and provide feedback and direction.

FISCAL IMPACT:

No current fiscal impact: Estimated project costs are included in the attached Needs Assessment.



PUBLIC WORKS NEEDS ASSESSMENT



30 September 2025 47



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CG100	Schematic Grading Plan
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Appendices

A	Geotechnical Report
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1

ACKNOWLEDGEMENTS

Acknowledgements

The following participated in the development of the Herriman Public Works Needs Assessment.

EXECUTIVE COMMITTEE

Nathan Cherveski
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City of Herriman

Wendy Thomas
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City of Herriman

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City of Herriman

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Deputy Director of Parks and Recreation
City of Herriman

DESIGN TEAM

Jim Child
Principal
Galloway & Company

Jonathon Faull
Project Manager
Galloway & Company

HERRIMAN PUBLIC WORKS NEEDS ASSESSMENT AND MASTER WORKSHOP PARTICIPANTS

Luke Sieverts / Water Department Manager
Eric Didericksen / Streets & Storm Water Department Manager
Matt Sieverts / Fleet Foreman



2

EXECUTIVE SUMMARY

Public Works Department

Through this study, Galloway & Company has been tasked with verifying the current and future Public Works facilities space needs, identifying ideal functional adjacencies, and developing a criterion to determine the ideal site layout. A series of meetings were conducted with Galloway and select individuals from the City in early 2025 in order to achieve the aforementioned tasks.

Goals and operations for each department were discussed so Galloway could have a better understanding of what the City would like to achieve through this study.

Tours of Public Works facilities in other municipalities were conducted so the division supervisors can see the operation of these spaces so they can determine what they feel would be appropriate for the future building.

Workshops to determine the **spatial needs** for each department were conducted soon after to discuss the current and future needs for each division.

Once the spatial needs were determined, Galloway provided **schematic design documents** that show how those needs can best be met.



Public Works Departments

Herriman's Public Works Department oversees the operations and maintenance of the infrastructure of the city. Current operations include:

Administration handles the majority of the public interaction and the overall management and coordination amongst the other departments that make up Public Works.

The **Streets & Sign Shop Department** provides service to the public by maintaining the roads, curbs, gutters and sidewalks, snow removal, and street and traffic signs. Another provided service is the maintenance of the signs provided by the City.

The **Storm Water Department** manages the water during and after a storm by maintaining storm drain pipelines pipelines and provides sandbags for residents to minimize any potential flooding.

The **Fleet Management Department** maintains the line of vehicles owned by the City to ensure that employees have their needed equipment available.

The **Water Department** actively works to provide clean, safe drinking water and secondary irrigation water to Herriman residents and businesses in an efficient, cost-effective, and environmentally sensitive manner.

The **Parks Department** provides and maintains quality parks, facilities, trails, and open spaces. It offers enriching recreational facilities for people of all ages and abilities.

The **Facilities Department** maintains the buildings and facilities owned by the City to ensure operations and functionality for the residents and employees that use them.

The **Street Light Department** provides service to the public by maintaining the street lights owned by the City to provide a safe environment for the traveling public.



Public Works Department

With the expected growth of Public Works and the consolidation of the employees and equipment, the amount of required space needs to increase. The Butterfield Park was evaluated to consolidate their operations by improving the circulation of the site and expanding their operational needs. The following sequence of construction was pursued to maximize the immediate needs.

Sequence One: Administration Building

Fleet Building

All grading, landscaping, utilities for the functioning use of the new buildings

Relocation of existing bulk material and trailer storage

Security fencing around the yard

Sequence Two: Facilities Building

Vehicle Wash Bay

Expansion of Vactor Station

Relocation of Police Bulk Evidence Yard

Fuel Island

Permanent covered bulk material bins

Vehicle & Equipment Storage Building

A geotechnical analysis was conducted to verify existing conditions of the proposed site. The soil conditions were favorable for built conditions. Refer to Appendix A for more information.



Public Works - Building Requirements

Based off the spaces defined during the interviews, the occupancy types for the proposed uses for Sequence 1 would need to be 'B' for the administrative/common/support area, and 'S' for Fleet Operations. With the area totals shown below, type VB construction can be used. 176 'B' occupants and 21 'S' occupants are estimated. See Section 5 for a breakdown of occupancy load information and other code related requirements.

The information gathered for the campus during meetings between Galloway and the heads of the Departments and Divisions has been evaluated and the following building areas have been identified:

Administration Building Space Requirement	18,693 sf
Fleet Building Space Requirement	10,268 sf
Site Development Requirement	61,461 sf

Based on the construction costs of similar recent public works buildings and other municipal buildings constructed throughout the Intermountain area we recommend budgeting the following for the anticipated costs of Sequence 1 considering a construction start of 2028.

Galloway Cost Opinion				
Item	Gross Area	Rate	Budget	Notes
Admin Building	18,693	\$ 384.97	\$ 7,196,365	
Fleet Building	10,268	\$ 274.24	\$ 2,816,040	
Site Improvements	61,461	\$ 25.48	\$ 1,565,808	
Div 2-33 Sub Total		\$ 619.37	\$ 11,578,214	
GC General Conditions		6.00%	\$ 694,693	
GC O&P		4.00%	\$ 463,129	
GC Bonds & Insurance		2.00%	\$ 231,564	
Contractor Cost		12.00%	\$ 1,389,386	
Construction Sub Total			\$ 12,967,599	
Pricing Variables				
Design Contingency		10.00%	\$ 1,157,821	Undefined elements
Timing Inflation Factor		15.00%	\$ 1,736,733	
Construction Contingency		10.00%	\$ 1,157,822	
Construction Budget Total			\$ 17,019,976	
Project Soft Cost				
A and E Fees		5.25%	\$ 832,763	% of Construction Cost
FFE Design Fee		8.00%	\$ 12,743	
FFE Budget (Cost/sf)		\$ 5.50	\$ 159,290	Allowance
Information Technology		\$	\$ 125,000	Allowance
Construction Testing & Inspection		0.35%	\$ 59,570	% of Construction Sub Total
Builders Risk Insurance		0.25%	\$ 42,550	% of Construction Sub Total
Development Impact & Permit Fees		\$	\$ 143,677	Estimated
Total Project Budget			\$ 18,395,692	



Public Works - Building Requirements

Sequence 2 will consist of new buildings for equipment & material storage needs, providing fueling & equipment washing operations, and improving the rest of the site. We recommend budgeting the following for the anticipated costs of Sequence 2 considering a construction start of 2030.

Galloway Cost Opinion				
Item	Gross Area	Rate	Budget	Notes
Conditioned Equipment Storage	14,689	\$ 275.00	\$ 4,039,558	
Enclosed Equipment Storage	8,680	\$ 200.00	\$ 1,736,000	
Covered Equipment Storage	2,154	\$ 15.00	\$ 32,310	
Car Wash	1,446	\$ 306.00	\$ 442,476	
Fuel Island	981	\$ 680.00	\$ 667,080	
Bulk Material Bins & Sludge Pit Exp.	8,409	\$ 200.00	\$ 1,681,800	
Site Improvements	84,531	\$ 3.80	\$ 321,218	
Div 2-33 Sub Total		\$ 73.79	\$ 8,920,441	
GC General Conditions		6.00%	\$ 535,226	
GC O&P		4.00%	\$ 356,818	
GC Bonds & Insurance		2.00%	\$ 178,409	
Contractor Cost		12.00%	\$ 1,070,453	
Construction Sub Total			\$ 9,990,894	
Pricing Variables				
Design Contingency		10.00%	\$ 892,044	Undefined elements
Timing Inflation Factor		25.00%	\$ 2,230,111	Assumed 2030 Construction Start
Construction Contingency		10.00%	\$ 892,045	
Construction Budget Total			\$ 14,005,094	
Project Soft Cost				
A and E Fees		5.25%	\$ 688,435	% of Construction Cost
Construction Testing & Inspection		0.35%	\$ 49,018	% of Construction Sub Total
Builders Risk Insurance		0.25%	\$ 35,013	% of Construction Sub Total
Development Impact & Permit Fees			\$ 116,883	Estimated
Total Project Budget			\$ 14,894,566	



3

NEEDS ASSESSMENT SUMMARIES



Needs Assessment Summary

ID	GROUP / SPACE	AREA NEEDED		Sequence 1 New Buildings	Existing Storage Spaces	Existing Covered Storage	Sequence 2 New Buildings	Sequence 2 Covered Storage
		TOTAL BUILDING NSF	TOTAL BUILDING GSF					

A Departments								
A100	Administration	608	877	877	0	0	0	713
A200	Streets & Sign Shop	5,498	7,229	692	6,537	2,956	0	0
A300	Fleet	8,263	10,268	10,268	0	0	0	0
A400	Storm Water	3,904	5,069	638	4,430	0	0	383
A500	Water	8,279	11,154	1,399	5,738	0	4,016	978
A600	Facilities	4,290	5,623	352	0	0	5,271	0
A700	Street Lights	3,690	4,643	143	0	344	4,500	0
A800	Parks	9,475	12,708	1,680	0	2,100	11,028	80
Total		44,006	57,571	16,050	16,705	5,400	24,815	2,154

B								
B100	Building Common	8,244	11,675	11,675	0	0	0	0
B200	Building Support	874	1,236	1,236	0	0	0	0
Total		9,118	12,911	12,911	0	0	0	0

Required Building Net Area 53,124
Required Building Gross Area 70,482 28,962 16,705 5,400 24,815 2,154

Required Conditioned Equipment Storage Space	32,840 sf
Existing Spaces to Remain in Use	16,705 sf
New Buildings for Sequence 2	16,135 sf
Required Unconditioned Equipment Storage Space	8,680 sf
New Buildings for Sequence 2	8,680 sf
Required Covered Equipment Storage Space	7,554 sf
Existing Spaces to Remain in Use	5,400 sf
New Buildings for Sequence 2	2,154 sf
Required Uncovered Equipment Storage Space	2,814 sf





ID	SPACE	SPACE NOTES	STAFFING REQ'S				AREA REQUIRED				
			2025	2030	2040	2050	SPACE TYPE	NSF/ SPACE	TOTAL NSF	AREA FACTOR	DESIGN GSF
A100 Administration											
A101	Public Works Director	Room 211	1	1	1	1	PO	160	160	1.40	224
A102	Public Works Associate Director	Rooms 209 & 210	1	2	2	2	PO	160	320	1.40	448
A103	Administrative Assistant	Room 114	1	1	1	1	WS	64	64	1.60	102
A104	Administrative Coordinator	Room 114	1	1	1	1	WS	64	64	1.60	102
Total								608	877		

Area Notes

A101	Public Works Director
A102	Public Works Associate Director
A103	Administrative Assistant
A104	Administrative Coordinator

Near or at front counter

ID	SPACE	SPACE NOTES	STAFFING REQ'S				AREA REQUIRED				
			2025	2030	2040	2050	SPACE TYPE	NSF/ SPACE	TOTAL NSF	AREA FACTOR	DESIGN GSF
A200 Streets & Sign Shop											
A201	Streets Manager	Room 215	1	1	1	1	PO	120	120	1.40	168
A202	Streets Foreman	Adjacent WS	1	2	2	2	WS	64	128	1.60	205
A203	Streets Lead Tech	Adjacent WS	1	2	2	2	WS	36	72	1.60	115
A204	Streets Tech	Available TD	6	8	10	10	TD	13	128	1.60	204
Streets Office Space Subtotal								448	1.55	692	
A210	Tools & Parts Storage		1	1	1	1	CON	80	80	1.60	128
A211	Racking Space		48	48	48	48	CON	7	336	1.60	538
A212	Equipment Racks		36	36	36	36	CON	9	324	1.60	518
A213	Chemical Storage Cabinets		1	1	1	1	CON	20	20	1.60	32
A214	Chemical Storage Room		1	1	1	1	CON	400	400	1.33	532
A215	Work Bay		1	1	1	1	CON	1,000	1,000	1.18	1,180
A216	Sign Storage/Assembly		1	1	1	1	CON	400	400	1.33	532
A217	Pallet Rack Space		20	20	20	20	CON	12	240	1.60	384
A218	Pallet Storage		1	1	1	1	CON	250	250	1.33	333
A219	Conditioned Vehicle Storage Bays		1.00	1.00	1.00	1.00	CON	1,000	1,000	1.18	1,180
A220	Unconditioned Vehicle Storage Bays		1.00	1.00	1.00	1.00	UNC	1,000	1,000	1.18	1,180
Streets Storage Space Subtotal								5,050	1.29	6,537	
Streets & Sign Shop Space Total								5,498	1.31	7,229	

Area Notes

A201	Streets Manager
A202	Streets Foreman
A203	Streets Lead Tech
A204	Streets Tech
A210	Tools & Parts Storage
A211	Racking Space
A212	Equipment Racks
A213	Chemical Storage Cabinets
A214	Chemical Storage Room
A215	Work Bay
A216	Sign Storage/Assembly
A217	Pallet Rack Space
A218	Pallet Storage
A219	Conditioned Vehicle Storage Bays
A220	Unconditioned Vehicle Storage Bays





ID	SPACE	SPACE NOTES	STAFFING REQ'S				AREA REQUIRED				
			2025	2030	2040	2050	SPACE TYPE	NSF/ SPACE	TOTAL NSF	AREA FACTOR	DESIGN GSF
A300 Fleet											
A301	Fleet Manager	Room 304	0	1	1	1	PO	120	120	1.40	168
A302	Fleet Foreman	Room 303	1	1	1	1	WS	64	64	1.60	102
A303	Fleet Administrative Assistant	Room 305	1	1	1	1	WS	96	96	1.40	134
A304	Data Entry		0	0	0	0	WS	64	0	1.60	0
A305	Lobby / Drop-Off	Room 301	1	1	1	1		80	80	1.60	128
A306	Restroom	Room 308	1	1	1	1		56	56	1.60	90
A307	Shower/RR/Changing	Room 307	1	1	1	1		110	110	1.40	154
A308	Mechanics		1	2	3	4		0	0	1.60	0
A309	Lockers	Room 310	2	4	5	6		10	50	1.60	80
A310	Kitchenette	Room 311	1	1	1	1		50	50	1.60	80
A311	Mechanical	Room 313	1	1	1	1		96	96	1.40	134
A312	Electrical/Data/AV	Room 312	1	1	1	1		77	77	1.60	123
Fleets Office Space Subtotal								799	1.49	1,194	

A320	Service Bays	Rooms 314-317	4	4	4	4	CON	1,000	4,000	1.18	4,720
A321	Heavy Duty Service Bays	Room 320	1	1	1	1	CON	1,000	1,000	1.18	1,180
A322	Parts & Tools Storage	Room 319	1	1	1	1	CON	300	300	1.33	399
A323	Parts Runner		1	1	1	1	CON	0	0	1.60	0
A324	Fluid / Waste Fluid Storage	Room 318	1	1	1	1	CON	300	300	1.33	399
A325	Compressor Storage	Room 402	1	1	1	1	CON	120	120	1.40	168
A326	Snowplow Storage & Assembly		24	24	24	24	CON	6	144	1.60	230
A327	Battery Storage		1	1	1	1	CON	0	0	1.60	0
A328	Police Component Storage	Room 401	1	1	1	1	CON	400	400	1.33	532
A329	Chemical Storage		1	1	1	1	CON	0	0	1.60	0
A330	Tire Storage & Balancing		0	0	0	0	CON	0	0	1.60	0
A331	Welding Bay		0	0	0	0	CON	0	0	1.60	0
A332	Staging / Storage / Receiving		0	0	0	0	CON	0	0	1.60	0
A333	Used Oil / Anti-Freeze Containment		0	0	0	0	CON	0	0	1.60	0
A334	Wash Bay	Sequence 2	1	1	1	1	CON	1,000	1,000	1.18	1,180
A335	Wash Equipment	Sequence 2	1	1	1	1	CON	200	200	1.33	266
Fleets Storage Space Subtotal								7,464	1.22	9,074	

Fleets Storage Space Total **8,263** 1.24 **10,268**

Area Notes

A301	Fleet Manager	
A302	Fleet Foreman	Working space in the shop
A303	Fleet Administrative Assistant	Adjacent to A305
A304	Data Entry	
A305	Lobby / Drop-Off	
A306	Restroom	
A307	Shower/RR/Changing	Adjacent to A309
A308	Mechanics	Work area in Bays
A309	Lockers	
A310	Kitchenette	
A311	Mechanical	
A312	Electrical/Data/AV	
A320	Service Bays	25x40' bays with 16x16' overhead doors
A321	Heavy Duty Service Bays	
A322	Parts & Tools Storage	
A323	Parts Runner	Located in A312, Locker
A324	Fluid / Waste Fluid Storage	Secure space; not accessed through parts
A325	Compressor Storage	
A326	Snowplow Storage & Assembly	24 LF required plus workbench; adjacent to bays
A327	Battery Storage	Located in A312
A328	Police Component Storage	Storage for parts removed from PD vehicles; mezz storage
A329	Chemical Storage	Cabinet located along wall of bays
A330	Tire Storage & Balancing	Can be located adjacent to A310
A331	Welding Bay	In existing building
A332	Staging / Storage / Receiving	Tires, Equipment waiting for install, shop porta-cool
A333	Used Oil / Anti-Freeze Containment	
A334	Wash Bay	
A335	Wash Equipment	

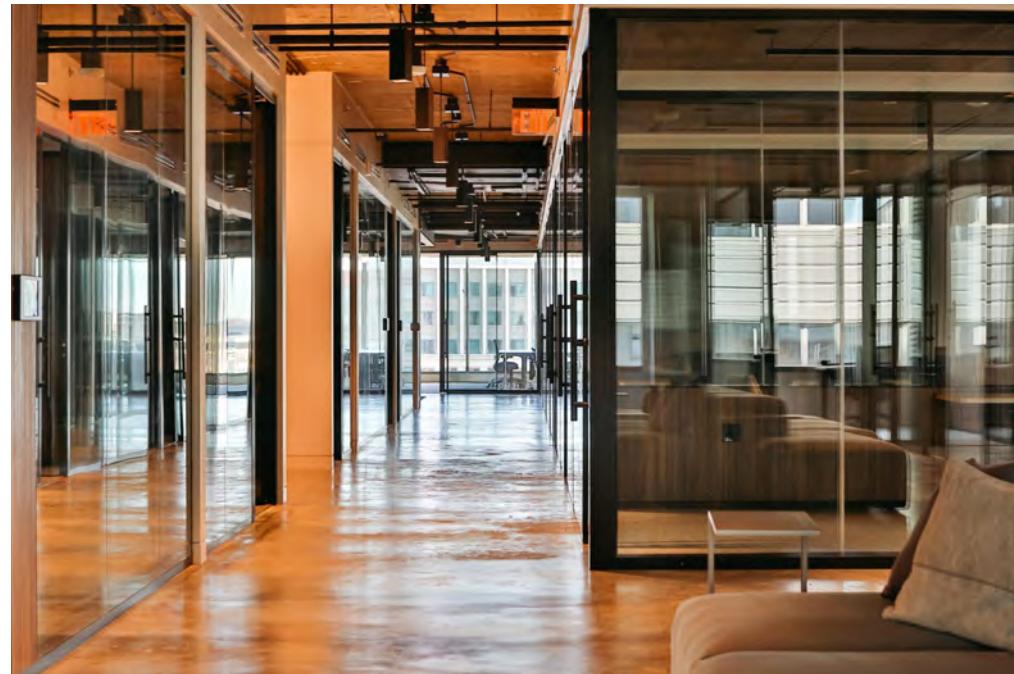




ID	SPACE	SPACE NOTES	STAFFING REQ'S				AREA REQUIRED				
			2025	2030	2040	2050	SPACE TYPE	NSF/ SPACE	TOTAL NSF	AREA FACTOR	DESIGN GSF
A400 Storm Water											
A401	Storm Water Manager	Room 216	0	1	1	1	PO	120	120	1.40	168
A402	Storm Water Foreman	Adjacent WS	0	1	1	1	WS	64	64	1.60	102
A403	Storm Water Lead Tech	Adjacent WS	1	1	2	2	WS	64	128	1.60	205
A404	Storm Water Tech	Available TD	4	5	8	8	TD	13	102	1.60	163
Storm Water Office Space Subtotal								414	1.54	638	
A410	Tool & Parts Storage		1	1	1	1	CON	80	80	1.60	128
A411	Equipment / Compactors		1	1	1	1	CON	30	30	1.60	48
A412	Chemical Storage Cabinets		1	1	1	1	CON	20	20	1.60	32
A413	Work Bay		1	1	1	1	CON	1,080	1,080	1.18	1,274
A414	Racking Space		40	40	40	40	CON	7	280	1.60	448
A415	Conditioned Vehicle Storage Bay		2.00	2.00	2.00	2.00	CON	800	1,600	1.25	2,000
A416	Unconditioned Vehicle Storage Bay		0.50	0.50	0.50	0.50	UNC	800	400	1.25	500
Storm Water Storage Space Subtotal								3,490	1.27	4,430	
Storm Water Storage Space Total								3,904	1.30	5,069	

Area Notes

A401	Storm Water Manager	
A402	Storm Water Foreman	
A403	Storm Water Lead Tech	
A404	Storm Water Tech	
A410	Tool & Parts Storage	
A411	Equipment / Compactors	6 LF required; located within A413
A412	Chemical Storage Cabinets	1 Cabinet located within A413
A413	Work Bay	Work bench
A414	Racking Space	Non-conditioned space; 40 LF required; sweeper segments, fire hoses, pumps
A415	Conditioned Vehicle Storage Bay	Conditioned space at existing storage buildings
A416	Unconditioned Vehicle Storage Bay	Unconditioned space at existing storage buildings





ID	SPACE	SPACE NOTES	STAFFING REQ'S				AREA REQUIRED				
			2025	2030	2040	2050	SPACE TYPE	NSF/ SPACE	TOTAL NSF	AREA FACTOR	DESIGN GSF
A500 Water											
A501	Water Director	Room 207	0	0	0	0	PO	160	0	1.40	0
A502	Water Manager	Rooms 205 & 206	1	2	2	2	PO	120	240	1.40	336
A503	Water Foreman	Adjacent WS	1	2	2	2	WS	64	128	1.60	205
A504	Water Lead Tech	Adjacent WS	4	5	6	6	WS	32	192	1.60	307
A505	Water Operator	Available TD	16	19	22	22	TD	13	281	1.60	449
A506	Water Coordinator	Adjacent WS	1	1	1	1	WS	64	64	1.60	102
Water Office Space Subtotal								905	1.55	1,399	
A510	Secure Equipment Room		1	1	1	1	CON	200	200	1.33	266
A511	Work Area		1	1	1	1	CON	200	200	1.33	266
A512	Racking / Shelving		30	30	30	30	CON	7	210	1.60	336
A513	Tool Cabinets / Chemical Cabinets		5	5	5	5	CON	20	100	1.60	160
A514	Repair Parts		50	50	50	50	CON	7	350	1.60	560
A515	Tools		15	15	15	15	CON	7	105	1.60	168
A516	Meters / Bulk		1	1	1	1	CON	2,000	2,000	1.10	2,200
A517	Conditioned Vehicle Storage Bay		2.00	2.00	2.00	2.00	CON	800	1,600	1.25	2,000
A518	Unconditioned Vehicle Storage Bay		1.00	1.00	1.00	1.00	UNC	800	800	1.25	1,000
Water Storage Space Subtotal								7,374	1.32	9,754	
Water Space Total								8,279	1.35	11,154	

Area Notes

A501	Water Director	
A502	Water Manager	
A503	Water Foreman	
A504	Water Lead Tech	
A505	Water Operator	
A506	Water Coordinator	<i>At reception counter</i>
A510	Secure Equipment Room	<i>Storage for telemetry equipment, sampling supplies, fridge</i>
A511	Work Area	<i>10x4' workbench, vice, tool chest, small parts storage</i>
A512	Racking / Shelving	<i>Space for wall hanging 25-30 LF hoses, brooms, water keys</i>
A513	Tool Cabinets / Chemical Cabinets	<i>2-3 chemical cabinets needed: 2 cabinets for new tools located in A517</i>
A514	Repair Parts	<i>35 LF shelving</i>
A515	Tools	<i>15 LF shelving located in A517</i>
A516	Meters / Bulk	<i>10 pallets for meters: have 1,000 sf bay; need double, mezzanine in addition</i>
A517	Conditioned Vehicle Storage Bay	<i>Conditioned space at existing storage buildings</i>
A518	Unconditioned Vehicle Storage Bay	<i>Unconditioned space at existing storage buildings</i>





ID	SPACE	SPACE NOTES	STAFFING REQ'S				AREA REQUIRED			
			2025	2030	2040	2050	SPACE TYPE	NSF/ SPACE	TOTAL NSF	AREA FACTOR

A600 Facilities

A601	Facilities Manager	Room 208	1	0	1	1	PO	120	120	1.40	168
A602	Facilities Lead Tech	Adjacent WS	0	1	1	1	WS	64	64	1.60	102
A603	Facilities Tech	Available TD	2	2	4	4	TD	13	51	1.60	82

Facilities Office Space Subtotal

235 1.50 352

A610	Locksmith Room	Sequence 2	1	1	1	1	CON	80	80	1.60	128
A611	Assembly Space	Sequence 2	1	1	1	1	CON	150	150	1.40	210
A612	Storage	Sequence 2	1	1	1	1	CON	150	150	1.40	210
A613	Chemical / Paint Storage	Sequence 2	1	1	1	1	CON	100	100	1.40	140
A614	Bulk Consumables	Sequence 2	1	1	1	1	CON	750	750	1.25	938
A615	Office Furniture Storage	Sequence 2	1	1	1	1	CON	750	750	1.25	938
A616	Pallet Storage	Sequence 2	1	1	1	1	CON	400	400	1.33	532
A617	Tools & Misc. Storage	Sequence 2	1	1	1	1	CON	300	300	1.33	399
A618	Pallet Storage - Ice Melt	Sequence 2	1	1	1	1	CON	400	400	1.33	532
A619	Building Materials	Sequence 2	1	1	1	1	CON	175	175	1.40	245
A620	Conditioned Vehicle Storage Bay	Sequence 2	1.00	1.00	1.00	1.00	CON	800	800	1.25	1,000

Facilities Storage Space Subtotal

4,055 1.30 5,271

Water Space Total

4,290 1.31 5,623

Area Notes

A601	Facilities Manager	
A602	Facilities Lead Tech	
A603	Facilities Tech	
A610	Locksmith Room	<i>Workbench, keying materials, hardware storage</i>
A611	Assembly Space	<i>8' workbench, tool cabinet, area for lay down and assembly of furniture</i>
A612	Storage	<i>Small storage items such as cleaning supplies</i>
A613	Chemical / Paint Storage	<i>10-15 gal. buckets of paint & solvents</i>
A614	Bulk Consumables	
A615	Office Furniture Storage	
A616	Pallet Storage	
A617	Tools & Misc. Storage	
A618	Pallet Storage - Ice Melt	<i>Non-conditioned; 4 pallets of ice melt year round; adjacent and open to A620</i>
A619	Building Materials	<i>Non-conditioned; (2) snow blowers, power washer, (2) floor polishers</i>
A620	Conditioned Vehicle Storage Bay	<i>Conditioned space at existing storage buildings during sequence 1</i>





ID	SPACE	SPACE NOTES	STAFFING REQ'S				AREA REQUIRED				
			2025	2030	2040	2050	SPACE TYPE	NSF/ SPACE	TOTAL NSF	AREA FACTOR	DESIGN GSF
A700 Street Lights											
A701	Street Lights Manager		0	0	0	0	PO	120	0	1.40	0
A702	Street Lights Foreman	Adjacent WS	1	1	1	1	WS	64	64	1.60	102
A703	Street Lights Lead Tech		0	0	0	0	WS	64	0	1.60	0
A704	Street Lights Tech	Available TD	1	2	2	2	TD	13	26	1.60	41
A705	Traffic Foreman		0	0	0	0	PO	120	0	1.40	0
A706	Traffic Lead Tech		0	0	0	0	WS	64	0	1.60	0
A707	Traffic Tech		0	0	0	0	TD	13	0	1.60	0
Street Lights Office Space Subtotal								90	1.60	143	

A710	Secure Storage / Workspace		1	1	1	1	CON	500	500	1.25	625
A711	Street Lights Pallet Storage		1	1	1	1	CON	750	750	1.25	938
A712	Traffic Pallet Storage		1	1	1	1	CON	750	750	1.25	938
A713	Unconditioned Vehicle Storage Bay		2.00	2.00	2.00	2.00	UNC	800	1,600	1.25	2,000

Street Lights Storage Space Subtotal **3,600** 1.25 **4,500**

Street Lights Space Total **3,690** 1.26 **4,643**

Area Notes

A701	Street Lights Manager	
A702	Street Lights Foreman	
A703	Street Lights Lead Tech	
A704	Street Lights Tech	
A705	Traffic Foreman	
A706	Traffic Lead Tech	
A710	Secure Storage / Workspace	Workbench w/power, tool storage, PPE cabinet, signal trainer, floor assembly, 24 LF of shelving
A711	Street Lights Pallet Storage	Racking for poles: (3) pull through bays
A712	Traffic Pallet Storage	
A713	Unconditioned Vehicle Storage Bay	Unconditioned space at existing storage buildings





ID	SPACE	SPACE NOTES	STAFFING REQ'S				AREA REQUIRED				
			2025	2030	2040	2050	SPACE TYPE	NSF/ SPACE	TOTAL NSF	AREA FACTOR	DESIGN GSF
A800 Parks											
A801	Parks Director	Room 203	1	1	1	1	PO	160	160	1.40	224
A802	Parks Manager	Room 204	0	0	1	1	PO	120	120	1.40	168
A803	Parks Foreman	Available WS	1	1	1	1	WS	64	64	1.60	102
A804	Coordinator	Available WS	1	1	1	1	WS	64	64	1.60	102
A805	Arborist	Available WS	1	1	1	1	WS	64	64	1.60	102
A806	Trail Coordinator	Available WS	1	1	1	1	WS	64	64	1.60	102
A807	Irrigation Lead	Available WS	1	1	1	1	WS	64	64	1.60	102
A808	Parks Lead	Available WS	1	2	2	2	WS	64	128	1.60	205
A809	Sexton	Available WS	1	1	1	1	WS	64	64	1.60	102
A810	Techs	Available TD	12	14	16	16	TD	13	204	1.60	326
A811	Seasonal	Available TD	7	7	7	7	TD	13	89	1.60	143
Parks Office Space Subtotal								1,085	1.55	1,680	
A820	Tool , Parts & Irr. Controller Storage		1	1	1	1	CON	750	750	1.25	938
A821	Yard Tools - Racks		24	24	24	24	CON	7	168	1.60	269
A822	Racking Space - Playground		16	16	16	16	CON	7	112	1.60	179
A823	Chemical Storage Cabinets		4	4	4	4	CON	20	80	1.60	128
A824	Equipment - Floor Space		16	16	16	16	CON	75	1,200	1.60	1,920
A825	Pallet Rack Space		8	8	8	8	CON	25	200	1.60	320
A826	Work Bay		1	1	1	1	CON	1,080	1,080	1.18	1,274
A827	Chemical Storage - Pallets		0	0	0	0	CON	0	0	1.60	0
A828	Conditioned Vehicle Storage Bays		2.00	2.00	2.00	2.00	CON	800	1,600	1.25	2,000
A829	Unconditioned Vehicle Storage Bays		4.00	4.00	4.00	4.00	UNC	800	3,200	1.25	4,000
Parks Storage Space Subtotal								8,390	1.31	11,028	
Parks Space Total								9,475	1.34	12,708	
Area Notes											
A801	Parks Director										
A802	Parks Manager										
A803	Parks Foreman										
A804	Coordinator										
A805	Arborist										
A806	Trail Coordinator										
A807	Irrigation Lead										
A808	Parks Lead										
A809	Sexton										
A810	Techs										
A811	Seasonal										
A820	Tool , Parts & Irr. Controller Storage										
A821	Yard Tools - Racks										
A822	Racking Space - Playground										
A823	Chemical Storage Cabinets										
A824	Equipment - Floor Space										
A825	Pallet Rack Space										
A826	Work Bay										
A827	Chemical Storage - Pallets										
A828	Conditioned Vehicle Storage Bays		<i>Conditioned space at existing storage buildings</i>								
A829	Unconditioned Vehicle Storage Bays		<i>Unconditioned space at existing storage buildings</i>								





ID	SPACE	SPACE NOTES	STAFFING REQ'S				AREA REQUIRED				
			2025	2030	2040	2050	SPACE TYPE	NSF/ SPACE	TOTAL NSF	AREA FACTOR	DESIGN GSF
B100 Building Common											
B101	Reception / Lobby	Room 102	1	1	1	1		200	200	1.33	266
B102	Entry Vestibule	Room 101	1	1	1	1		80	80	1.60	128
B103	Contractor Pick-Up Area	Room 102	1	1	1	1		100	100	1.40	140
B104	Large Conference Room	Room 103	1	1	1	1		480	480	1.33	638
B105	Small Conference Room	Rooms 202 & 212	1	1	1	1		260	260	1.33	346
B106	Public RR	Rooms 108 & 109	3	3	2	3		56	112	1.60	179
B107	Staff RR	Rooms 110,220-223	4	4	4	4		56	224	1.60	358
B108	Mens Multi-User Restroom (Staff)	Room 129	4	4	4	4		45	180	1.60	288
B109	Shower / Changing Room	Room 127	1	1	1	1		120	120	1.40	168
B110	Changing Room	Room 128	3	3	3	3		70	210	1.60	336
B111	Staff Locker Room	Room 126	67	81	95	95		12	1,140	1.60	1,824
B112	Mud Room	Room 124	1	1	1	1		80	80	1.60	128
B113	Fleet Laundry	Room 309	1	1	1	1		80	80	1.60	128
B114	Break Room / Coffee Bar	Room 121	50	50	50	50		20	1,000	1.60	1,600
B115	Training / Multipurpose	Room 106	1	1	1	1		1,500	1,500	1.15	1,725
B116	Table & Chair Storage	Room 105	1	1	1	1		240	240	1.33	319
B117	Central Copy / Work Room	Room 113	1	1	1	1		200	200	1.33	266
B118	Mailboxes		0	0	0	0		0	0	1.60	0
B119	Radio Charging / Storage	Room 118	1	1	1	1		100	100	1.40	140
B120	Secure Staff Entry	Room 122	1	1	1	1		56	56	1.60	90
B121	Quiet / Lactation Room	Room 112	1	1	1	1		80	80	1.60	128
B122	Stock Room	Room 123	1	1	1	1		500	500	1.25	625
B123	Vertical Circulation	Rooms 001 & 003	4	4	4	4		180	720	1.40	1,008
B124	Elevator	Rooms 002	2	2	2	2		25	50	1.60	80
B125	Storage / Pick-Up	Room 115	1	1	1	1		100	100	1.40	140
B126	Mud Room	Room 224	1	1	1	1		80	80	1.60	128
B127	Storage	Room 219	1	1	1	1		240	240	1.33	319
B128	Womens Multi-User Restroom (Staff)	Room 130	2	2	2	2		56	112	1.60	179
								8,244	1.42	11,675	

Area Notes

B101	Reception / Lobby	Public engagement / museum component
B102	Entry Vestibule	8'x10', pair of doors, access control, power assisted door operators.
B103	Contractor Pick-Up Area	
B104	Large Conference Room	Seating for 20 occupants; adjacent to B101
B105	Small Conference Room	Seating for 10 occupants
B106	Public RR	(1) men, (1) women, (1) family/gender neutral
B107	Staff RR	(2) men, (1) women, (1) gender neutral
B108	Mens Multi-User Restroom (Staff)	(2) toilets & (2) urinals
B109	Shower / Changing Room	Single user/gender neutral; with full restroom capabilities
B110	Changing Room	Single user/gender neutral; with full restroom capabilities
B111	Staff Locker Room	This count is based on quantities from UCPW.
B112	Mud Room	Hose bib & drain
B113	Fleet Laundry	Commercial grade washer & dryer
B114	Break Room / Coffee Bar	Seating for 50 occupants, refrigerator, cabinetry w/sink, warming station
B115	Training / Multipurpose	Adjacent to B101; Seating for 100 occupants
B116	Table & Chair Storage	Adjacent to B114 and exterior dumpster
B117	Central Copy / Work Room	Office supplies, copier, printer, fax, laminator, plotter, work island
B118	Mailboxes	
B119	Radio Charging / Storage	Adjacent to B111
B120	Secure Staff Entry	
B121	Quiet / Lactation Room	Provide sink, millwork, and undercounter refrigerator
B122	Stock Room	Large shared room, separate areas for each department; PPE, excess overalls, go bags, bulk paper storage
B123	Vertical Circulation	(1) 180sf space per floor for (2) stairwells
B124	Elevator	Adjacent to one of the stairwells





ID	SPACE	SPACE NOTES	STAFFING REQ'S				AREA REQUIRED				
			2025	2030	2040	2050	SPACE TYPE	NSF/ SPACE	TOTAL NSF	AREA FACTOR	DESIGN GSF
B200 Building Support											
B201	Electrical Room	Room 117	1	1	1	1		200	200	1.33	266
B202	Mechanical Room	Room 119	1	1	1	1		200	200	1.33	266
B203	Janitorial / Laundry	Room 125	1	1	1	1		80	80	1.60	128
B204	Fire Riser	Room 120	1	1	1	1		30	30	1.60	48
B205	IT / Server Room	Room 117	1	1	1	1		200	200	1.33	266
B206	A/V Equipment	Room 104	1	1	1	1		64	64	1.60	102
B207	Janitorial	Room 107 & 221	2	2	2	2		50	100	1.60	160
Building Common Space Total								874	1,236		

Area Notes

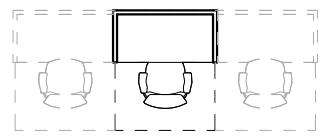
B201	Electrical Room
B202	Mechanical Room
B203	Janitorial / Laundry
B204	Fire Riser
B205	IT / Server Room
B206	A/V Equipment
B207	Janitorial

Allocate space for UPS.



4

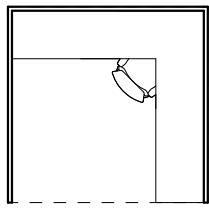
NEEDS ASSESSMENT DETAILS SPACE DIAGRAMS



Touchdown stations for limited use (ie time cards, individual training, etc.)

Shared stations for employees that spend most of their time out of the building.





Spaces for individuals that require storage and work space.

Stations for individuals that spend most of their time in the office.



4.02 - Space Diagram

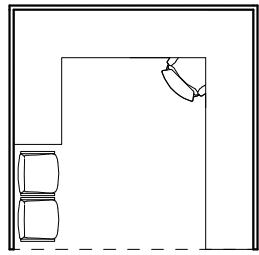


HERRIMAN PUBLIC WORKS

WORK STATION - 64 SF

70





Spaces for individuals that require storage and work space.

Stations for individuals that spend most of their time in the office.



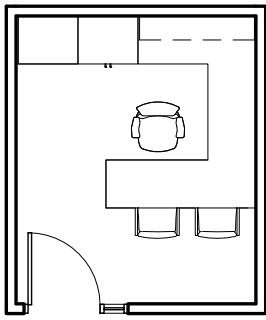
4.03 - Space Diagram



HERRIMAN PUBLIC WORKS

WORK STATION - 96 SF





Private office for sensitive conversations and secured storage.

Space for a meeting of three individuals.



4.04 - Space Diagram

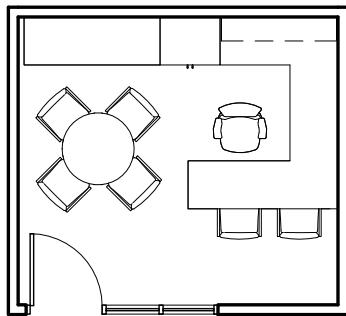


HERRIMAN PUBLIC WORKS

PRIVATE OFFICE - 120 SF

72





Private office for sensitive conversations and secured storage.

Space for a meeting of six individuals and a small table.



4.05 - Space Diagram

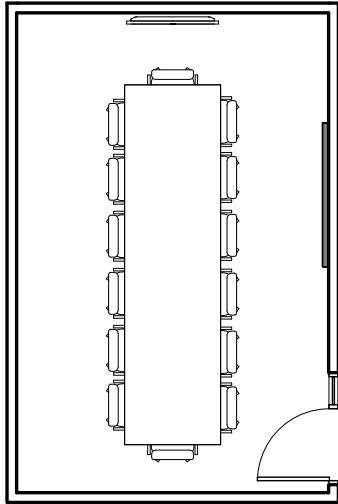


HERRIMAN PUBLIC WORKS

PRIVATE OFFICE - 160 SF

73





Private conference room for sensitive conversations with audio/visual equipment.

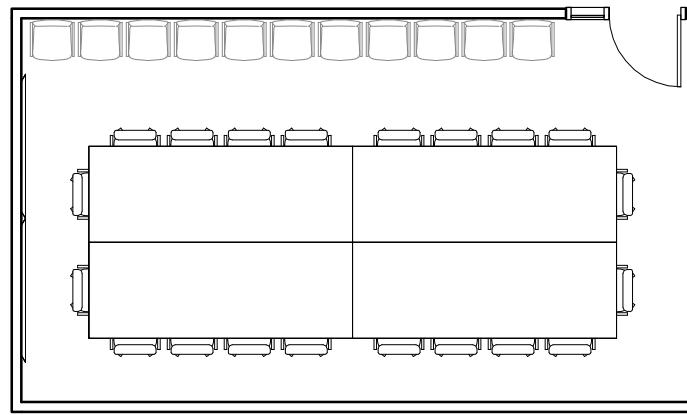
Space for a meeting of fourteen individuals around a large table and additional chairs along the wall.





Private conference room for sensitive conversations with audio/visual equipment.

Space for a meeting of twenty individuals around a large table and additional chairs along the wall.



4.07 - Space Diagram



HERRIMAN PUBLIC WORKS

CONFERENCE ROOM - 450 SF **75**



6

SITE LAYOUT OPTIONS

SITE PLAN GENERAL NOTES:

1. FOR ALL PROPOSED SITE WALL, RETAINING WALL, OR FENCING, REF CIVIL DRAWINGS.
2. REFER TO CIVIL FOR PROPERTY, SITE, UTILITIES, AND HORIZONTAL CONTROLS INFORMATION.
3. REFER TO LANDSCAPING FOR DRAWINGS FOR LANDSCAPING AND IRRIGATION INFORMATION.



KEY NOTES:

- 03.03 RETAINING CONCRETE WALL.
- 27.01 HI/LOW CARD READER PEDESTAL.
- 32.01 6'-0" HIGH ORNAMENTAL STEEL UNSCALEABLE BI-FOLDING CANTILEVERED GATE.
- 32.02 6'-0" HIGH UNSCALEABLE ORNAMENTAL STEEL FENCING.
- 32.03 3'-0"X6'-0" ORNAMENTAL STEEL MAN GATE WITH ACCESS CONTROL AND ADA COMPLIANT PANIC HARDWARE.

SITE PLAN LEGEND:

- SEQUENCE 1 BUILDING FOOTPRINT
- SEQUENCE 1 CONCRETE SLAB
- SEQUENCE 1 HEAVY DUTY ASPHALT SLAB
- SEQUENCE 1 LANDSCAPING

PUBLIC WORKS - SEQUENCE ONE

HERRIMAN CITY

6212 Butterfield Park Way

Herriman, UT 84096

Project No: 0000
 Drawn By: Author
 Checked By: Checker

ARCHITECTURAL SITE PLAN

South Salt Lake Valley Mosquito Abatement District

2026 Proposed Tax Increase

Public Hearing December 8th, 2025 at 6:00 p.m. (District Offices)

Virtual Link (Zoom: <https://us02web.zoom.us/j/81630315463>)

Proposed Increase: \$320,000

Proposed 2026 Property Tax Revenue: \$1,420,000

Background Points

- No change in rate since 2012
- No effective change in rate since 2002 (prior to tax increase and tax lower for building construction)
- Population growth of over 200,000 individuals and 72,000 homes with same tax rate
- Inflation and price increase (over 6% in 2024)
- Innovation stagnation

Tax Increase Utilization

Cost Stabilization for Essential Services:	Operational Enhancements:	Capital Increase:
\$160,000 <ul style="list-style-type: none">• Sustain current service levels without interruption (assessed at 4 years)• Operate above negative net position.• Integrate Public Relations and Black Fly Programs back into operation.• Maintain Financial Health	\$100,000 <ul style="list-style-type: none">• Expand to drone-based surveillance and treatment.• Upgrading data system for faster response and better tracking.• Implementing ecologically conscious targeted control measures.	\$60,000 <ul style="list-style-type: none">• Meet the needs of future capital projects• Modernize fleet and equipment• Expand laboratory

Cost To Average Home Owner

Average Home Cost: \$600,000

Current Tax Rate: \$2.64 (yearly)

Proposed Tax Rate: \$3.41 (yearly)

Tax Increase:

\$.77 increase (yearly)

Paid with residential property taxes

Cost to Business Owners

Average Business Property: \$600,000

Current Tax Rate: \$4.80 (yearly)

Proposed Tax Rate: \$6.20 (yearly)

Tax Increase:

\$ 1.40 increase (yearly)

Paid with business property taxes

NOTICE OF PROPOSED TAX INCREASE

SOUTH SALT LAKE VALLEY MOSQUITO ABATEMENT DISTRICT

The SOUTH SALT LAKE VALLEY MOSQUITO ABATEMENT DISTRICT is proposing to increase its property tax revenue.

The SOUTH SALT LAKE VALLEY MOSQUITO ABATEMENT DISTRICT tax on a \$600,000 residence would increase from \$2.64 to \$3.41, which is \$0.77 per year.

The SOUTH SALT LAKE VALLEY MOSQUITO ABATEMENT DISTRICT tax on a \$600,000 business would increase from \$4.80 to \$6.20, which is \$1.40 per year.

If the proposed budget is approved, SOUTH SALT LAKE VALLEY MOSQUITO ABATEMENT DISTRICT would receive an additional \$320,000 in property tax revenue per year as a result of the tax increase. If the proposed budget is approved, SOUTH SALT LAKE VALLEY MOSQUITO ABATEMENT DISTRICT would increase its property tax budgeted revenue by 29.09% above last year's property tax budgeted revenue excluding eligible new growth.

The SOUTH SALT LAKE VALLEY MOSQUITO ABATEMENT DISTRICT invites all concerned citizens to a public hearing for the purpose of hearing comments regarding the proposed tax increase and to explain the reasons for the proposed tax increase. You have the option to attend or participate in the public hearing in person or online.

PUBLIC HEARING

Date/Time: 12/8/2025 6:00 pm

Location: District Offices Conference Room
7308 Airport Road
West Jordan

Virtual Meeting Link: <https://us02web.zoom.us/j/81630315463>

To obtain more information regarding the tax increase, citizens may contact the SOUTH SALT LAKE VALLEY MOSQUITO ABATEMENT DISTRICT at 801-255-4651 or visit sslvmad.utah.gov

Tax Increase Instructions

The advertisement shall be published be published **for at least 14 days before** the day on which the taxing entity conducts the public hearing in the following locations:

- 1) Electronically in accordance with Section 45-1-101: on a website established by the collective efforts of Utah newspapers. www.utahlegals.com
- 2) On the Utah Public Notice Website under Section 63A-16-601 www.utah.gov/pmn/
- 3) As a Class A notice under Section 63G-30-102.
- 4) Publish the public notice on the entity's official website.

The advertisement shall state that the taxing entity will meet on a certain day, time, and place in the advertisement. The exact wording for the advertisement can be found in 59-2-919.

The scheduled hearing shall not be held less than **ten (10) days after** the mailing of the "Notice of Property Valuation and Tax Change" by the county auditor.

The scheduled meeting on the proposed tax increase may coincide with the hearing on the proposed budget.

The hearing shall begin at or after **6:00 PM**

The public hearing must be open to the public and held at a meeting with no other items on the agenda other than discussion and action on the taxing entity's intent to levy a tax rate that exceeds the taxing entity's certified tax rate, budget, or a special districts fee implementation.

The public hearing needs to be available for individuals to attend or participate either in person or remotely through electronic means.

If another meeting is needed to finalize the tax increase, the details of the meeting (place, date, time) must be announced at the end of the public hearing.

Please see our website for more information.

<https://propertytax.utah.gov/tax-increases/>



STAFF REPORT

DATE: October 30, 2025

TO: The Honorable Mayor and City Council

FROM: Troy Carr, Chief of Police

SUBJECT: Presentation of Herriman City's First Graduate of the FBI National Academy
– Deputy Chief Cody Stromberg

RECOMMENDATION:

N/A – Information Only

ISSUE BEFORE COUNCIL:

Chief Troy Carr and Special Agent In-Charge Robert Bohls of the FBI Salt Lake City Field Office would like to formally recognize Deputy Chief Cody Stromberg on becoming the first-ever graduate of the FBI National Academy from the Herriman City Police Department.

ALIGNMENT WITH STRATEGIC PLAN:

ES 2 – Quality public safety

BACKGROUND/SUMMARY:

On March 13th, 2025, Deputy Chief Cody Stromberg graduated as a member of the 293rd session of the FBI National Academy in Quantico, Virginia, becoming the first officer from the Herriman City Police Department to receive this recognition. Fewer than 1 percent of police officers throughout the world are invited to attend the National Academy in their career, amounting to only 55,941 total graduates since the National Academy was formed in 1935. Known for its academic excellence and as the international standard of public safety leadership training, the National Academy offers 10 weeks of advanced communication, legal, leadership, and fitness training. Participants must have proven records as executive professionals within their agencies to attend and are subjected to a rigorous vetting process that includes peer review and recommendation from their state chapter board. The 293rd session consisted of 244 law enforcement officers from 48 states, the District of Columbia, 24 countries, 11 military organizations and 4 federal civilian organizations.

DISCUSSION:

N/A – Information Only

ALTERNATIVES:
N/A – Information Only

FISCAL IMPACT:

ATTACHMENTS:



STAFF REPORT

DATE: November 3, 2025

TO: The Honorable Mayor and City Council

FROM: Kyle Maurer, Director of Finance and Administrative Services

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

RECOMMENDATION:

Staff recommends approval of the Resolution.

ISSUE BEFORE COUNCIL:

Should the City Council approve the budget amendments as proposed?

ALIGNMENT WITH STRATEGIC PLAN:

ES 8 – Ensure fiscal sustainability within all City functions

BACKGROUND/SUMMARY:

Staff are proposing a number of amendments to ensure the adopted budgets for fiscal year 2026 are in line with expected revenues and expenditures. The majority of proposed budget amendments relate to projects started in fiscal year 2025 but not completed (carryover projects).

DISCUSSION:

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

General Fund - Increase of revenues/other financing sources and expenditures/other financing uses \$906,390. The most notable items include:

- Project carryovers from fiscal year 2025 - \$649,020
- Subrogation/restitution received for damages - \$9,240
- Reimbursement from Jordan Basin Improvement District for trench repair - \$270,130
- Reduction in transfers to debt service - \$65,900 (due to not issuing a capital lease in fiscal year 2025)
- Transfer to Non-Police Fund - \$41,600 (fund 3 additional contingent school crossings and code enforcement software upgrades)
- Transfer to Capital Projects - \$1.6 million (reduce Pavement Management funding to partially fund fiscal year 2027 Rosecrest Road rehabilitation project)

Police Fund – Increase of revenues/other financing sources and expenditures/other financing uses \$151,700. This is to carry over \$6,400 of equipment funds needed for two additional officers authorized in the prior year, along with unspent liquor allotment funds (\$145,300).

Non-Police Fund – Increase of revenues/other financing sources and expenditures/other financing uses \$41,660. This is to fund 3 contingent school guard crossings and an enhancement to the existing code enforcement software to allow parking tickets and associated online payments.

Park Impact Fee – Increase of revenues/other financing sources and expenditures/other financing uses \$6,342,550. This is to carry over fiscal year 2025 projects not completed at the end of the year. It is important to note that adjustments were made based on the capital project discussion on April 9, 2025.

Road Impact Fee – Increase in revenues/other financing sources and expenditures/other financing uses \$2,202,470. This is to carry over fiscal year 2025 projects not completed at the end of the year. A few additional adjustments are also being requested:

- Updated estimate for the traffic signal at Herriman Rose Blvd (\$7,840)
- Additional \$252,296 for Real Vista and Mountain View Corridor intersection improvements (\$500,000 to be reimbursed by UDOT)
- Additional \$250,000 for the 11800 S Improvements Phase 1 project. This reimbursement agreement was amended by the City Council and now includes a larger collection area and project maximum. Payment is made based on impact fees collected.

Fire Impact Fee – Increase in revenues/other financing sources and expenditures/other financing uses \$1,000,000. This is to carry over a planned future fire station land purchase to fiscal year 2026.

New Development Street Light and Street Signs – Increase in revenues/other financing sources and expenditures/other financing uses (\$211,370 for street lights and \$283,900 for street signs). These funds account for purchases of street lights and street signs paid for by developers. The City has changed business processes and no longer uses these funds for current development. Both funds will be closed once all prior purchases have been made.

Debt Service Fund – Decrease in revenues/other financing sources and expenditures/other financing uses \$65,900. This decrease is due to the City not issuing a capital lease in 2025.

Grants Fund – Increase in revenues/other financing sources and expenditures/other financing uses \$467,630. The City has two grants currently in this fund – CDBG/EECBG and the Mental Health Grant. Both required updates to the amounts to reflect actual awards for fiscal year 2026 and to carry over the mental health grant from fiscal year 2025 (funds were received upfront from the state).

Capital Projects Fund – Increase in revenues/other financing sources and expenditures/other financing uses \$39,245,070. The most notable items include:

- Project carryovers from fiscal year 2025 - \$13,904,536
- Grant received from Utah Department of Transportation - \$19 million (Herriman Blvd 6800 W to U-111
- Remainder of Utah Department of Transportation grant not budgeted - \$3 million (7300 W Extension project)
- 7300 West grant assignment from the Municipal Services District - \$4 million
- Grant received from Jordan Valley Water Conservancy District for Main Street Water Median Efficient Landscaping project (\$219,600)
- Removal of standing ACUB funding and associated expenditure (\$2 million)
- Transfer from the General Fund for partial funding of the fiscal year 2027 Rosecrest Road rehabilitation project (\$1.6 million)

Public Works Facility Fund – Increase in revenues/other financing sources and expenditures/other financing uses \$273,410. This is to carry over funding from fiscal year 2025 for design work on a potential future public works facility.

Capital Equipment Fund – While no overall increase to revenues or expenditures, the Information Technology department had a number of projects in process at the end of the year (\$40,850). The Police Department also requested acceleration of their Harley-Davidson replacement schedule due to upcoming model changes and compatibility with their existing equipment. This is substantially funded by removing one vehicle replacement (\$75,000).

Capital Equipment Bond Fund – Increase of revenues/other financing sources and expenditures/other financing uses \$2,470,870. The initial fiscal year 2026 budget contemplated issuing a second capital projects bond for the remaining projects required under existing Master Development Agreements and other reimbursement agreements. This bond will be moved to a future date. Projects budgeted with the initial bond in fiscal year 2025 are proposed to be carried over. Staff also included anticipated interest income (\$418,700) for the fiscal year.

Water Capital Projects Fund – Increase of revenues/other financing sources and expenditures/other financing uses \$17,318,703. Below are the requested amendments:

- Project carryovers from fiscal year 2025 - \$18,274,753
- Reduction in secondary waterline budget to match grant received - \$1,056,050
- Wide Hollow Trailhead restroom infrastructure (water portion) - \$100,000

Water Impact Fee Fund – Increase in revenues/other financing sources and expenditures/other financing uses \$3,444,552. Carryovers account for \$2,032,707 of the amendment. Another \$2,586,645 is being requested for the SR-111 waterlines. Design has already begun on this project. It is important to note this project does drop Water Impact Fee fund balance negative. Negative fund balance is allowed under state code, and the project is included in the Water Rate

Fee Study. Staff will need to do additional analysis and determine if some of the cost should be included in a future bond.

Storm Drain Impact Fee Fund – Increase in revenues/other financing sources and expenditures/other financing uses \$1,484,760. The increase is due to project carryovers from fiscal year 2025.

Storm Drain Capital Projects Fund – Increase in revenues/other financing sources and expenditures/other financing uses \$682,119. The increase is due to project carryovers from fiscal year 2025.

ALTERNATIVES:

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

FISCAL IMPACT:

Fiscal Impacts are Noted Above

ATTACHMENTS:

Proposed Budget Amendments
Resolution

City of Herriman General Fund Fiscal Year 2026 Proposed Budget Amendments					
GL Account	GL Account Description	FY2026 Budget (Current)	Proposed Amendment	2026 Adjusted Budget (Proposed)	Explanation
10-33652	Grants - State of Utah	-	1,500	1,500	Grant received for America250 Celebration
10-36130	Damage Reimbursements	-	9,240	9,240	Subrogation and restitution received (offset-repair expense line items)
10-36859	Misc Event Revenue	9,000	740	9,740	\$740 - Revenue received to cover private event personnel costs
10-36897	Attorney Fee Reimbursement	-	9,070	9,070	Court ordered reimbursement of public defender costs borne by the City.
10-33672	Outside Entity Reimbursements	-	270,130	270,130	Jordan Basin Improvement District (JBID) portion of Miller Crossing Trench Repair
10-39120	Budgeted Use of Fund Balance	204,260	615,710	819,970	\$649,020 - Carryover expenditures
TOTAL REVENUE ADJUSTMENTS - GENERAL FUND		\$ 213,260	\$ 906,390	\$ 1,119,650	
GL Account	GL Account Description	FY2026 Budget (Current)	Proposed Amendment	2026 Adjusted Budget (Proposed)	Explanation
Legal					
10-43061	Outside Legal Counsel	120,000	94,740	214,740	
City Recorder					
10-48217	Codification Expense	\$ 4,500	\$ 2,400	\$ 6,900	
Information Technology					
10-52241	Security/Fire Alarm	2,200	(2,200)	-	Transfer security/fire alarm expenditures to Facilities
Facilities					
10-60024	Repair & Maintenance - Equipment	40,710	6,160	46,870	Old City Hall elevator repair not completed until July 2025.
10-60241	Security/Fire Alarm	-	2,200	2,200	Transfer security/fire alarm expenditures from Information Technology
Total Facilities		40,710	8,360	49,070	
Streets					
10-65240	Sidewalk & ROW Maintenance	174,000	9,810	183,810	
10-65275	Pavement Management	2,850,000	(819,500)	2,030,500	\$509,770 - Carryover from FY2025; \$270,130 - Reimbursement from JBID for Miller Crossing trench repair; (\$1,600,000) - Move \$1.6 million of Pavement Management funds to Capital Projects to partially fund the FY2027 Rosecrest Road rehabilitation project (anticipated total cost \$3.3 million)
Total Streets		3,024,000	(809,690)	2,214,310	
Snow Removal					
10-66003	Overtime	47,000	25,540	72,540	Carryover FY2025 funds to act as contingency
Street Signs					
10-69155	Replacement Signs	23,100	1,930	25,030	Subrogation received for damaged sign
Street Lights					
10-70151	Lights - Replacement	100,000	6,180	106,180	Subrogation received for damaged street light.
10-70160	Lights - Repairs	47,030	250	47,280	Restitution received for wire theft.
Total Street Lights		147,030	6,430	153,460	
Events					
10-72001	Salaries & Wages	282,650	585	283,235	
10-72002	Payroll Tax Benefit	4,500	10	4,510	
10-72004	Insurance Benefit	3,300	5	3,305	Reimbursement for personnel costs associated with private event (offset-revenue)
10-72005	Retirement Benefit	33,930	85	34,015	
10-72006	Retirement Match Benefit	28,000	55	28,055	
10-72151	Other City Events	37,200	1,500	38,700	Grant received for America250 celebration
Total Events		389,580	2,240	391,820	
Parks					
10-76269	Multi-Use - Tree Replacement	25,000	880	25,880	Subrogation received for damaged tree
Transfers Out/Other Financing Uses					
10-99135	Transfer to Public Safety Fund-Non Police	1,211,910	41,660	1,253,570	Transfer for additional 3 additional school crossings (contingency) and Comcate software
10-99120	Transfer to Debt Service	2,016,670	(65,900)	1,950,770	Reduction due to not issuing capital lease in FY2025
10-99200	Transfer to Capital Projects	406,130	1,600,000	2,006,130	Transfer \$1.6 million of Pavement Management funds to partially fund the FY2027 Rosecrest Road rehabilitation project.
Total Transfers Out		3,634,710	1,575,760	5,210,470	
TOTAL EXPENDITURE ADJUSTMENTS - GENERAL FUND		\$ 7,457,830	\$ 906,390	\$ 8,364,220	

Fund Balance Available (Unrestricted) - Fund 10 and Fund 16			
	FY2024	FY2025 (Unaudited)	FY2026 (Budget)
Beginning Balance	7,044,760	\$ 6,627,615	\$ 4,489,779
Addition (Use of)	(417,145)	(1,488,816)	170,950
Project Carryovers	-	(649,020)	-
Ending Balance	\$ 6,627,615	\$ 4,489,779	\$ 4,660,729
Recommended Fund Balance (3 Months)		\$ 4,339,889	\$ 5,203,353
Over/(Under) Recommended Fund Balance*		\$ 149,890	\$ (542,624)
*FY2025 Balance is due to prepaid expenditures			

HERRIMAN, UTAH

RESOLUTION NO. R -2025

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

WHEREAS, the Herriman City Council (“Council”) met in regular meeting on November 12, 2025, to consider, among other things, approving an amendment to the 2026 fiscal year budget; and

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

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

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

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

PASSED AND APPROVED by the Council of Herriman, Utah, this 12th day of November, 2025.

HERRIMAN CITY COUNCIL

By: _____
Mayor Lorin Palmer

ATTEST: _____
Jackie Nostrom, MMC
City Recorder



STAFF REPORT

DATE: November 3, 2025

TO: The Honorable Mayor and City Council

FROM: Kyle Maurer, Director of Finance and Administrative Services

SUBJECT: Public Hearing and consideration of a Resolution amending the water utility fee rate schedule.

RECOMMENDATION:

Staff recommends approval of the Resolution.

ISSUE BEFORE COUNCIL:

Should the City Council amend the fee schedule as it relates to culinary and secondary water rates?

ALIGNMENT WITH STRATEGIC PLAN:

ES 8 – Ensure fiscal sustainability within all City functions

BACKGROUND/SUMMARY:

On March 27, 2024, the City Council adopted water rates based on a water rate fee study performed by Bowen Collins and Associates. The fee study recommends yearly fee increases through fiscal year 2033. Due to better than anticipated performance of the Water Fund last year, staff are recommending lowering the rate study recommended rate increase from 13% to 6.5%.

DISCUSSION:

A fee rate study was performed by Bowen Collins and Associates for fiscal years 2025 through 2033, with a focus on fiscal years through 2029. Several scenarios were presented, with the final one adopted by the City Council being yearly rate increases in conjunction with bonding for capital projects. The recommended rate increases by Bowen Collins were as follows:

2025	2026	2027	2028	2029
16.3%	13%	13%	9.5%	3%

As part of the adoption, the City Council directed staff to evaluate actual financial performance against the rate model and present updated rate scenarios yearly. Below is a summary of financial performance compared to the model for fiscal year 2025:

Water Rate Model Actual Performance Versus Expected (Unaudited)			
	Actual	Model	Difference
Rate Revenue	\$ 15,742,739	\$ 13,512,167	\$ 2,230,572
Non-Rate Revenue	6,159,680	4,938,310	1,221,370
Bond Proceeds	-	9,000,000	(9,000,000)
Total Revenue	21,902,419	27,450,477	(5,548,058)
Operating Expenses	12,179,313	13,858,635	1,679,322
Debt Service	2,554,409	2,549,910	(4,499)
Capital Expenses	4,721,169	8,252,298	3,531,129
Total Expenses	19,454,891	24,660,843	5,205,952
Beginning Fund Balance	7,448,078	2,337,540	5,110,538
Ending Fund Balance	9,895,606	5,127,174	4,768,432
Recommended Reserve	6,089,656	6,929,318	839,661
Available for Appropriation	\$ 3,805,949	\$ (1,802,144)	\$ 5,608,093

Overall, the Water Fund outperformed the model for fiscal year 2025. Contributing factors included rate revenue exceeding expectations (due to higher than anticipated consumption) and operating expenses coming in lower than anticipated. In addition, the model contemplated issuing a bond for capital projects, which did not occur. Ending fund balance was also \$4.8 million more than anticipated in the model.

Continuing with the Bowen Collins recommended rate model would yield the following projected financial results:

Water Rate Model Bowen Collins Recommended Rate Increase						
Recommended Rate Increase	16%	13%	13%	10%	3%	
	2025 (Actual) (Unaudited)	2026 (Budget/ Estimated)	2027 (Forecast)	2028 (Forecast)	2029 (Forecast)	Total
Rate Revenue	\$ 15,742,739	\$ 17,588,635	\$ 20,729,790	\$ 23,068,110	\$ 24,639,279	\$ 101,768,553
Non-Rate Revenue	6,159,680	3,766,068	4,034,928	4,310,062	4,590,712	22,861,451
Bond Proceeds	-	8,000,000	15,000,000	13,000,000	-	36,000,000
Total Revenue	21,902,419	29,354,704	39,764,717	40,378,172	29,229,991	160,630,003
Operating Expenses	12,179,313	15,880,820	15,816,557	16,858,177	17,941,480	78,676,347
Debt Service	2,554,409	2,556,110	3,306,385	4,724,992	5,947,086	19,088,983
Capital Expenses	4,721,169	14,070,131	15,191,800	16,484,950	2,679,453	53,147,503
Total Expenses	19,454,891	32,507,061	34,314,742	38,068,119	26,568,020	150,912,833
Beginning Fund Balance	7,448,078	9,895,606	6,743,248	12,193,224	14,503,277	
Ending Fund Balance	9,895,606	6,743,248	12,193,224	14,503,277	17,165,248	
Recommended Reserve	6,089,656	7,019,350	7,908,278	8,429,088	8,970,740	
Available for Appropriation	\$ 3,805,949	\$ (276,102)	\$ 4,284,945	\$ 6,074,188	\$ 8,194,508	

Ending fund balance available for appropriation would be approximately \$8.2 million.

Staff is recommending using fund balance available for appropriation to offset rate increases over the next four years:

Water Rate Model Staff Recommended Rate Increase						
Recommended Rate Increase	16.3%	6.5%	6.5%	6.5%	6.5%	
	2025 (Actual) (Unaudited)	2026 (Budget/ Estimated)	2027 (Forecast)	2028 (Forecast)	2029 (Forecast)	Total
Rate Revenue	\$ 15,742,739	\$ 16,576,900	\$ 18,413,537	\$ 20,394,834	\$ 22,524,156	\$ 93,652,166
Non-Rate Revenue	6,159,680	3,766,068	4,034,928	4,310,062	4,590,712	22,861,451
Bond Proceeds	-	8,000,000	15,000,000	13,000,000	-	36,000,000
Total Revenue	21,902,419	28,342,968	37,448,465	37,704,896	27,114,869	152,513,617
Operating Expenses	12,179,313	15,880,820	15,816,557	16,858,177	17,941,480	78,676,347
Debt Service	2,554,409	2,556,110	3,306,385	4,724,992	5,947,086	19,088,983
Capital Expenses	4,721,169	14,070,131	15,191,800	16,484,950	2,679,453	53,147,503
Total Expenses	19,454,891	32,507,061	34,314,742	38,068,119	26,568,020	150,912,833
Beginning Fund Balance	7,448,078	9,895,606	5,731,513	8,865,235	8,502,012	
Ending Fund Balance	9,895,606	5,731,513	8,865,235	8,502,012	9,048,861	
Recommended Reserve	6,089,656	7,019,350	7,908,278	8,429,088	8,970,740	
Available for Appropriation	\$ 3,805,949	\$ (1,287,837)	\$ 956,957	\$ 72,924	\$ 78,121	

This will reduce the recommended rate increase is reduced to 6.5% per year (versus the average yearly increase of 9.0% under the Bowen Collins model). Bonding of \$36 million will still be needed (similar to the Bowen Collins model).

ALTERNATIVES:

The City Council may choose not to adopt or change the recommended rate increase.

FISCAL IMPACT:

Fiscal impacts are indicated in the staff report.

ATTACHMENTS:

Resolution

Fee Schedule Amendments

HERRIMAN, UTAH

RESOLUTION NO. R -2025

**A RESOLUTION OF THE HERRIMAN CITY COUNCIL
APPROVING AN AMENDMENT TO THE SCHEDULE OF FEES CHARGED BY THE CITY**

WHEREAS, the Herriman City Council (“Council”) met in regular meeting on November 12, 2025, to consider, among other things, approving amendments to City of Herriman’s Master Fee Schedule; and

WHEREAS, the Mayor and City Council finds and declares that it is desirable and in the public interest to pass a single Resolution for the purposes of establishing and setting forth a general schedule of the most common fees charged by Herriman City.

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

Section 1. Master Fee Schedule Amendments. Tables B1 and B2 show the fees amended by this Resolution. The remainder of the Master Fee Schedule shall remain in full effect. The Master Fee Schedule amendments shall be effective December 1, 2025.

Section 2. All fees and charges not listed in this Resolution which are contained in or promulgated pursuant to any current resolutions shall remain in full force and effect, unless and until duly modified.

Section 3. All fees and charges contained in any current resolutions inconsistent herewith, are hereby repealed to the extent of the inconsistency, but in all other respects such Resolutions shall remain in full force and effect.

Section 4. This Resolution is to be construed to be consistent with any and all State, County, and Federal laws and regulations concerning the subject matter hereof. If any section, sentence, clause, or phrase of this Resolution is held invalid by any court of competent jurisdiction, then said ruling shall not affect the validity of the remaining portions.

This Resolution shall take effect December 1, 2025.

PASSED AND APPROVED by the Council of Herriman, Utah, this 12th day of November, 2025.

HERRIMAN CITY COUNCIL

By: _____
Mayor Lorin Palmer

ATTEST: _____
Jackie Nostrom, MMC
City Recorder

Table B1
Base Rates (Cost per ERU)

	2023	2024	2025	2026
City Owned Culinary Zones 1-4				
3/4-inch & 1-inch	\$28.97	\$28.97		
1 1/2-inch	\$39.82	\$39.82		
2-inch	\$57.91	\$57.91		
3-inch	\$194.24	\$194.24		
4-inch	\$244.92	\$244.92		
6-inch	\$363.14	\$363.14		
8-inch	\$498.27	\$498.27		
Culinary Residential Zones 1-9, Without Secondary Access,				
Culinary MM-Residential/Non Res Zones 1-4 and				
Culinary Outdoor Irrigation Zones 1-4				
3/4-inch & 1-inch	\$29.55	\$29.55	\$34.37	\$36.60
1 1/2-inch	\$40.47	\$40.47	\$47.07	\$50.13
2-inch	\$59.08	\$59.08	\$68.71	\$73.18
3-inch	\$118.16	\$118.16	\$137.42	\$146.35
4-inch	\$249.90	\$249.90	\$290.63	\$309.52
6-inch	\$370.42	\$370.42	\$430.80	\$458.80
8-inch	\$508.24	\$508.24	\$591.08	\$629.50
10-inch	\$806.03	\$806.03	\$937.41	\$998.34
Culinary Residential Zones 1-4 with Secondary Access				
3/4-inch & 1-inch	\$19.69	\$19.69	\$22.90	\$24.39
Culinary MM-Residential/Non Res Zones 5-6 w/o Access to Secondary and				
Culinary Outdoor Irrigation Zones 5-6				
3/4-inch & 1-inch	\$32.43	\$32.43	\$37.72	\$40.17
1 1/2-inch	\$44.43	\$44.43	\$51.67	\$55.03
2-inch	\$64.87	\$64.87	\$75.44	\$80.35
3-inch	\$129.73	\$129.73	\$150.88	\$160.68
4-inch	\$274.39	\$274.39	\$319.12	\$339.86
6-inch	\$406.74	\$406.74	\$473.04	\$503.79
8-inch	\$558.04	\$558.04	\$649.00	\$691.19
10-inch	\$885.02	\$885.02	\$1,029.28	\$1,096.18
Culinary MM-Residential/Non Res Zones 7-9				
3/4-inch & 1-inch	\$40.12	\$40.12	\$46.66	\$49.69
1 1/2-inch	\$55.10	\$55.10	\$64.08	\$68.25
2-inch	\$80.45	\$80.45	\$93.56	\$99.64
3-inch	\$160.87	\$160.87	\$187.09	\$211.41
4-inch	\$340.25	\$340.25	\$395.71	\$447.15
6-inch	\$504.35	\$504.35	\$586.56	\$662.81
8-inch	\$691.97	\$691.97	\$804.76	\$909.38
10-inch	\$1,097.44	\$1,097.44	\$1,276.32	\$1,442.24
Culinary Wholesale				
	\$44.31	\$44.31	Combined with Culinary MM Residential/Non-Residential Rates	
Culinary South East Herriman Bluffdale Residential				
	\$14.65	\$14.65	\$17.04	\$18.15
Culinary South East Herriman Bluffdale Commercial				
	\$36.61	\$36.61	\$42.58	\$45.34
Secondary City-Owned Zones 1-4				
3/4-inch & 1-inch	\$26.59	\$26.59		
1 1/2-inch	\$36.42	\$36.42		
2-inch	\$53.16	\$53.16		
3-inch	\$106.34	\$106.34		
4-inch	\$224.91	\$224.91		
6-inch	\$333.38	\$333.38		
8-inch	\$457.41	\$457.41		
10-inch	\$725.43	\$725.43		

Combined with Culinary MM
Residential/Non-Residential Rates

Secondary Residential 3/4" & 1" Zones 1-4				
	\$9.85	\$9.85	\$11.46	\$12.20
Secondary MM Res/Non Res Zones 1-4				
3/4-inch & 1-inch	\$26.58	\$26.58	\$30.91	\$32.92
1 1/2-inch	\$36.42	\$36.42	\$42.36	\$45.11
2-inch	\$53.16	\$53.16	\$61.83	\$65.84
3-inch	\$106.34	\$106.34	\$123.67	\$131.71
4-inch	\$224.91	\$224.91	\$261.57	\$278.57
6-inch	\$333.38	\$333.38	\$387.72	\$412.92
8-inch	\$457.41	\$457.41	\$531.97	\$566.55
10-inch	\$725.43	\$725.43	\$843.68	\$898.51
Culinary Outdoor Irrigation Zones 7-9				
3/4-inch & 1-inch	\$40.22	\$40.22	\$46.78	\$49.82
1 1/2-inch	\$55.10	\$55.10	\$64.08	\$68.25
2-inch	\$80.45	\$80.45	\$93.56	\$99.64
3-inch	\$160.87	\$160.87	\$187.09	\$199.25
4-inch	\$340.25	\$340.25	\$395.71	\$421.43
6-inch	\$504.35	\$504.35	\$586.56	\$624.69
8-inch	\$691.97	\$691.97	\$804.76	\$857.07
10-inch	\$1,097.44	\$1,097.44	\$1,276.32	\$1,359.28
Hi Country I & II				
	\$30.40	\$30.40	\$35.36	\$37.65

*Customers Outside of Herriman City will be charged two-times the applicable rate schedule listed above.

Table B2
Volume Rates (Cost per Thousand Gallons)

	2023	2024	2025	2026
City-Owned Zones 1-4				
Tier 1 (All Use)	\$2.10	\$2.10	Combined with Culinary MM Residential/Non-Residential Rates	
Culinary Residential 3/4" & 1" Without Access to Secondary - Zones 1-4				
Tier 1	\$1.84	\$1.84	\$2.04	\$2.17
Tier 2	\$1.96	\$1.96	\$2.16	\$2.30
Tier 3	\$2.11	\$2.11	\$2.49	\$2.65
Tier 4	\$2.45	\$2.45	\$3.21	\$3.42
Tier 5	\$2.81	\$2.81	\$4.15	\$4.42
Tier 6	\$3.68	\$3.68	\$5.54	\$5.90
Culinary Residential 3/4" & 1" Without Access to Secondary - Zones 5-6				
Tier 1	\$2.03	\$2.03	\$2.24	\$2.39
Tier 2	\$2.14	\$2.14	\$2.38	\$2.53
Tier 3	\$2.31	\$2.31	\$2.74	\$2.92
Tier 4	\$2.67	\$2.67	\$3.53	\$3.76
Tier 5	\$3.09	\$3.09	\$4.57	\$4.87
Tier 6	\$4.04	\$4.04	\$6.09	\$6.49
Culinary Residential 3/4" & 1" Without Access to Secondary - Zones 7-8				
Tier 1	\$2.52	\$2.52	\$2.77	\$2.95
Tier 2	\$2.65	\$2.65	\$2.94	\$3.13
Tier 3	\$2.88	\$2.88	\$3.38	\$3.60
Tier 4	\$3.32	\$3.32	\$4.37	\$4.65
Tier 5	\$3.83	\$3.83	\$5.65	\$6.02
Tier 6	\$5.01	\$5.01	\$7.53	\$8.02
Culinary Residential Zone 1-4 with Access to Secondary				
Tier 1	\$1.84	\$1.84	\$2.04	\$2.17
Tier 2	\$1.96	\$1.96	\$2.16	\$2.30
Tier 3	\$2.38	\$2.38	\$2.86	\$3.05
Tier 4	\$2.93	\$2.93	\$3.69	\$3.93
Tier 5	\$3.47	\$3.47	\$4.78	\$5.09
Tier 6	\$4.22	\$4.22	\$6.36	\$6.77
Culinary MM-Residential/Non Residential Zone 1-4 (All Meter Sizes)				
Tier 1 (All Use)	\$2.36	\$2.36	\$2.49	\$2.65

Culinary MM-Residential/Non Residential Zone 5-6 & Culinary Wholesale Water and				
Hi Country I & II				
Tier 1 (All Use)	\$2.36	\$2.36	\$2.74	\$2.92
Culinary MM-Residential/Non Residential Zone 7-9				
Tier 1 (All Use)	\$2.93	\$2.93	\$3.41	\$3.63
Culinary South East Herriman (Residential & Commercial)				
Tier 1	\$2.81	\$2.81	\$3.27	\$3.48
Tier 2	\$3.35	\$3.35	\$3.90	\$4.15
Tier 3	\$4.27	\$4.27	\$4.97	\$5.29
Tier 4	\$5.13	\$5.13	\$5.97	\$6.36
Secondary Residential & Secondary MM Residential/Non Residential Zones 1-4				
Tier 1	\$1.50	\$1.50	\$1.73	\$1.84
Tier 2	\$1.81	\$1.81	\$1.99	\$2.12
Tier 3	\$2.10	\$2.10	\$2.57	\$2.74
Tier 4	\$2.65	\$2.65	\$3.32	\$3.54
Tier 5	\$3.10	\$3.10	\$4.43	\$4.72
Culinary Outdoor Irrigation Zones 1-4				
Tier 1	\$2.14	\$2.14	\$2.16	\$2.30
Tier 2	\$2.32	\$2.32	\$2.49	\$2.65
Tier 3	\$2.67	\$2.67	\$3.21	\$3.42
Tier 4	\$3.10	\$3.10	\$4.15	\$4.42
Tier 5	\$4.05	\$4.05	\$5.54	\$5.90
Culinary Outdoor Irrigation Zones 5-6				
Tier 1	\$2.36	\$2.36	\$2.38	\$2.53
Tier 2	\$2.55	\$2.55	\$2.74	\$2.92
Tier 3	\$2.93	\$2.93	\$3.53	\$3.76
Tier 4	\$3.40	\$3.40	\$4.57	\$4.87
Tier 5	\$4.45	\$4.45	\$6.09	\$6.49
Culinary Outdoor Irrigation Zones 7-9				
Tier 1	\$2.93	\$2.93	\$2.94	\$3.13
Tier 2	\$3.16	\$3.16	\$3.38	\$3.60
Tier 3	\$3.65	\$3.65	\$4.37	\$4.65
Tier 4	\$4.21	\$4.21	\$5.65	\$6.02
Tier 5	\$5.51	\$5.51	\$7.53	\$8.02
<i>*Customers Outside of Herriman City will be charged two-times the applicable rate schedule listed above.</i>				
Olympia VOLUME RATES				
	2023	2024	2025	2026
Olympia Culinary Residential 3/4" & 1" Without Access to Secondary - Zones 1-4				
Tier 1	--	--	\$3.81	\$4.06
Tier 2	--	--	\$3.93	\$4.19
Tier 3	--	--	\$4.26	\$4.54
Tier 4	--	--	\$4.98	\$5.30
Tier 5	--	--	\$5.92	\$6.30
Tier 6	--	--	\$7.31	\$7.79
Olympia Culinary Residential 3/4" & 1" Without Access to Secondary - Zones 5-6				
Tier 1	--	--	\$4.01	\$4.27
Tier 2	--	--	\$4.15	\$4.42
Tier 3	--	--	\$4.51	\$4.80
Tier 4	--	--	\$5.30	\$5.64
Tier 5	--	--	\$6.34	\$6.75
Tier 6	--	--	\$7.86	\$8.37
Olympia Culinary MM-Residential/Non Residential Zone 1-4 (All Meter Sizes)				
Tier 1 (All Use)	--	--	\$4.26	\$4.54
Olympia Culinary MM-Residential/Non Residential Zone 5-6				
Tier 1 (All Use)	--	--	\$4.51	\$4.80

Olympia Culinary Outdoor Irrigation Zones 1-4				
Tier 1	--	--	\$3.93	\$4.19
Tier 2	--	--	\$4.26	\$4.54
Tier 3	--	--	\$4.98	\$5.30
Tier 4	--	--	\$5.92	\$6.30
Tier 5	--	--	\$7.31	\$7.79
Olympia Culinary Outdoor Irrigation Zones 5-6				
Tier 1	--	--	\$4.15	\$4.42
Tier 2	--	--	\$4.51	\$4.80
Tier 3	--	--	\$5.30	\$5.64
Tier 4	--	--	\$6.34	\$6.75
Tier 5	--	--	\$7.86	\$8.37

Table B3					
Recommended Tier Volume Breaks (in Thousand Gallons)					
	1-inch & Smaller	1 1/2-inch	2-inch	3-inch	10-inch
Culinary Residential 3/4" & 1" Without Access to Secondary - All Zones and					
Culinary Residential Zone 1-4 with Access to Secondary					
Tier 1	0 - 5				
Tier 2	5 - 10				
Tier 3	10 - 25				
Tier 4	25 - 45				
Tier 5	45 - 70				
Tier 6	>70				
Culinary South East Herriman (Residential & Commercial)					
Tier 1	0 - 10				
Tier 2	10 - 50				
Tier 3	50 - 100				
Tier 4	>100				
Secondary Residential,					
Secondary MM Residential/Non Residential Zones 1-4, and					
Culinary Outdoor Irrigation (All Zones)					
Tier 1	0 - 10	0 - 17	0 - 27	0 - 50	0 - 383
Tier 2	10 - 25	17 - 66	27 - 107	50 - 200	383 - 1533
Tier 3	25 - 40	66 - 116	107 - 187	200 - 350	1533 - 2683
Tier 4	40 - 70	116 - 215	187 - 347	350 - 650	2683 - 4984
Tier 5	>70	>215	>347	>650	>4984



STAFF REPORT

DATE: October 16, 2025

TO: The Honorable Mayor and City Council

FROM: Kyle Maurer

SUBJECT: Review and approval of the September 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 the attached financial summary for September 2025.

DISCUSSION:

City staff have prepared a monthly financial summary encompassing transactions through September 30, 2025. Notable items and exceptions have been noted in the report. Overall, revenues meet year-to-date projections and expenditures are less than anticipated.

ALTERNATIVES:

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

FISCAL IMPACT:

ATTACHMENTS:

Budget versus actual summary

City of Herriman Budget Versus Actual Report - September 2025

General Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Taxes	1,411,728	1,686,927	18,753,220	17,066,293	9%	1,605,632	105%
Licenses & Permits-Other	5,100	15,144	55,680	40,536	27%	14,989	101%
Intergovernmental	-	430,416	2,288,000	1,857,584	19%	504,916	85%
Parks & Recreation District Fee	98,312	294,259	1,144,560	850,301	26%	284,789	103%
Charges for Services-Parks & Rec	10,040	39,840	192,000	152,160	21%	110,153	36%
Charges for Services-Events	2,837	9,065	520,080	511,015	2%	2,518	360%
Charges for Services-Other	13,454	45,977	215,550	169,573	21%	51,148	90%
Fines and Forfeitures	16,189	48,204	192,570	144,366	25%	40,969	118%
Miscellaneous	24,093	109,348	258,140	148,792	42%	389,952	28%
Budgeted Use of Fund Balance	-	-	204,260	204,260	0%	-	0%
Total General Fund Revenue	\$ 1,581,753	\$ 2,679,180	\$ 23,824,060	\$ 21,144,880	11%	\$ 3,005,066	89%
Expenditures							
General and Administration	270,722	1,290,225	5,348,315	4,058,090	24%	1,250,238	103%
Public Works and Operations	401,291	2,107,147	7,237,835	5,130,688	29%	1,068,310	197%
Parks, Recreation, and Events	466,274	1,325,428	5,719,250	4,393,822	23%	1,359,347	98%
Community Development	144,516	401,385	1,645,670	1,244,285	24%	422,108	95%
Transfers Out	152,610	2,150,092	3,872,990	1,722,898	56%	1,915,916	112%
Total Expenditures	\$ 1,435,413	\$ 7,274,277	\$ 23,824,060	\$ 16,549,783	31%	\$ 6,015,919	121%
Excess of Revenues Over (Under) Expenditures	\$ 146,340	\$ (4,595,097)	\$ -			\$ (3,010,853)	

Fund Balance Available (Unrestricted)					
	FY2022 (ACFR)*	FY2023 (ACFR)*	FY2024 (ACFR)*	FY2025 (Estimated)**	FY2026 (Budget)
Beginning Balance	\$ 2,829,134	\$ 8,006,953	\$ 8,991,065	\$ 8,303,678	\$ 4,339,889
Addition (Use of)	5,040,375	984,112	(687,387)	(3,000,945)	(247,110)
Anticipated Carryovers	-	-	-	(962,844)	-
Ending Balance	\$ 7,869,509	\$ 8,991,065	\$ 8,303,678	\$ 4,339,889	\$ 4,092,779

*Includes Police, Animal Services, Community Services, and Emergency Management expenditures

**Unaudited.

% of expenditures	30%	26%	30%	25%	19%
Amount Over (Under) Recommended Fund Balance Reserve				0	(1,207,816)

City of Herriman Budget Versus Actual Report - September 2025

General Fund Tax Revenue Detail							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Sales Tax	974,373	974,373	12,605,850	11,631,477	8%	977,572	100%
Sales Tax-Transportation	126,629	126,629	1,715,610	1,588,981	7%	86,868	146%
Property Tax	4,954	8,396	1,131,780	1,123,384	1%	9,542	88%
Franchise Tax (Energy/Cable)	286,345	551,414	3,083,180	2,531,766	18%	506,154	109%
Municipal Telephone Tax	13,460	13,460	139,390	125,930	10%	12,415	108%
Transient Room Tax	671	671	15,610	14,939	4%	944	71%
Motor Vehicle Fees	5,296	11,984	61,800	49,816	19%	12,137	99%
Total General Fund Tax Revenue	\$ 1,411,728	\$ 1,686,927	\$ 18,753,220	\$ 17,066,293	9%	\$ 1,605,632	105%

City of Herriman Budget Versus Actual Report - September 2025

	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Personnel	852,102	2,890,853	12,828,120	9,937,267	23%	2,807,339	103%
Operating Expenditures	590,069	3,008,277	10,508,440	7,500,163	29%	2,011,832	150%
Grants	90,500	90,500	90,500	-	100%	90,500	100%
Capital Outlay	-	42,664	89,430	46,766	48%	41,284	103%
Administrative Chargeback	(249,868)	(908,109)	(3,565,420)	(2,657,311)	25%	(850,952)	107%
Transfers to Other Funds	152,610	2,150,092	3,872,990	1,722,898	56%	1,915,916	112%
Total General Fund Expenditures	\$ 1,435,413	\$ 7,274,277	\$ 23,824,060	\$ 16,549,783	31%	\$ 6,015,919	121%

- 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** Grant payment made in September (timing difference).
- 5** Debt service payments due in July (timing difference).

City of Herriman Budget Versus Actual Report - September 2025

General Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
General and Administration							
Legislative							
Personnel	15,329	54,463	217,440	162,977	25%	53,600	101.6%
Operating Expenditures	4,266	59,983	283,600	223,617	21%	53,879	111.3%
Administrative Chargeback	(3,850)	(22,523)	(112,340)	(89,817)	20%	(21,239)	106%
Total Legislative	15,745	91,923	388,700	296,777	24%	86,240	106.6%
Planning Commission							
Personnel	1,635	4,033	23,960	19,927	17%	4,907	82%
Operating Expenditures	-	821	10,100	9,279	8%	1,037	79%
Administrative Chargeback	(1,246)	(3,700)	(25,970)	(22,270)	14%	(3,865)	96%
Total Planning Commission	389	1,154	8,090	6,936	14%	2,079	55.5%
Administration							
Personnel	65,648	216,556	877,230	660,674	25%	205,772	105%
Operating Expenditures	1,471	9,292	68,880	59,588	13%	8,009	116%
Administrative Chargeback	(14,615)	(56,676)	(211,530)	(154,854)	27%	(47,281)	120%
Total Administration	52,504	169,172	734,580	565,408	23%	166,500	101.6%
Legal							
Personnel	36,990	126,606	528,420	401,814	24%	122,129	104%
Operating Expenditures	8,501	12,876	203,165	190,289	6%	15,694	82%
Administrative Chargeback	(10,530)	(34,504)	(153,870)	(119,366)	22%	(26,297)	131%
Total Legal	34,961	104,978	577,715	472,737	18%	111,526	94.1%
Human Resources							
Personnel	26,091	86,851	392,270	305,419	22%	85,848	101%
Operating Expenditures	4,496	361,428	508,950	147,522	71%	305,615	118%
Administrative Chargeback	(5,948)	(87,218)	(167,720)	(80,502)	52%	(74,832)	117%
Total Human Resources	24,639	361,061	733,500	372,439	49%	316,631	114.0%
Finance							
Personnel	49,769	162,550	870,840	708,290	19%	155,536	105%
Operating Expenditures	2,006	11,753	111,840	100,087	11%	30,995	38%
Administrative Chargeback	(18,634)	(65,578)	(283,710)	(218,132)	23%	(68,907)	95%
Total Finance	33,141	108,725	698,970	590,245	16%	117,624	92.4%
Justice Court							
Personnel	21,557	73,546	320,900	247,354	23%	75,534	97%
Operating Expenditures	2,502	31,532	164,970	133,438	19%	26,768	118%
Total Justice Court	24,059	105,078	485,870	380,792	22%	102,302	102.7%
City Recorder							
Personnel	25,438	82,085	443,020	360,935	19%	77,607	106%
Operating Expenditures	1,199	18,461	188,420	169,959	10%	11,572	160%
Administrative Chargeback	(7,945)	(30,467)	(114,830)	(84,363)	27%	(21,622)	141%
Total City Recorder	18,692	70,079	516,610	446,531	14%	67,557	103.7%
Customer Service							
Personnel	21,136	79,662	335,260	255,598	24%	76,680	104%
Operating Expenditures	56	40	6,970	6,930	1%	219	18%
Administrative Chargeback	(12,097)	(42,935)	(192,760)	(149,825)	22%	(49,332)	87%
Total Customer Service	9,095	36,767	149,470	112,703	25%	27,567	133.4%
Information Technology							
Personnel	29,877	105,511	466,910	361,399	23%	100,516	105%
Operating Expenditures	10,183	34,255	221,860	187,605	15%	34,909	98%
Software (Licensing & Support)	6,784	52,883	135,300	82,417	39%	67,206	79%
Capital Outlay	-	-	20,500	20,500	0%	609	0%
Administrative Chargeback	(7,699)	(30,104)	(133,930)	(103,826)	22%	(33,389)	90%
Total Information Technology	39,145	162,545	710,640	548,095	23%	169,851	95.7%
Communications							
Personnel	17,206	59,625	359,050	299,425	17%	82,667	72%
Operating Expenditures	10,738	50,028	168,040	118,012	30%	38,221	131%
Administrative Chargeback	(9,592)	(30,910)	(182,920)	(152,010)	17%	(38,527)	80%
Total Communications	18,352	78,743	344,170	265,427	23%	82,361	95.6%
Total General and Administration	270,722	1,290,225	5,348,315	4,058,090	24%	1,250,238	103.2%

City of Herriman Budget Versus Actual Report - September 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	46,400	143,593	654,060	510,467	22%	149,638	96%
Operating Expenditures	280	3,121	28,740	25,619	11%	1,848	169%
Administrative Chargeback	(19,417)	(57,543)	(227,660)	(170,117)	25%	(54,537)	106%
Total Administration	27,263	89,171	455,140	365,969	20%	96,949	92.0%
Facilities							
Personnel	20,310	77,760	321,240	243,480	24%	64,814	120%
Operating Expenditures	23,391	126,124	544,190	418,066	23%	118,321	107%
Capital Outlay	-	-	-	-	0%	-	0%
Administrative Chargeback	(4,721)	(20,716)	(91,270)	(70,554)	23%	(18,939)	109%
Total Facilities	38,980	183,168	774,160	590,992	24%	164,196	111.6%
Fleet Management							
Personnel	26,664	90,114	365,310	275,196	25%	85,080	106%
Operating Expenditures	1,586	20,413	85,450	65,037	24%	24,052	85%
Administrative Chargeback	(8,299)	(21,572)	(90,770)	(69,198)	24%	(21,615)	100%
Total Fleet Management	19,951	88,955	359,990	271,035	25%	87,517	101.6%
Streets							
Personnel	61,965	207,489	743,400	535,911	28%	194,685	107%
Operating Expenditures	19,671	70,507	835,095	764,588	8%	180,734	39%
Crack and Chip Seal	186,890	1,341,484	2,850,000	1,508,516	47%	195,336	68%
Capital Outlay	-	14,400	29,750	15,350	48%	17,200	84%
Administrative Chargeback	(2,294)	(7,730)	(29,280)	(21,550)	26%	(5,441)	142%
Total Streets	266,232	1,626,150	4,428,965	2,802,815	37%	582,514	279.2%
Snow Removal							
Personnel	-	-	129,060	129,060	0%	-	0%
Operating Expenditures	-	562	156,650	156,088	0%	-	0%
Total Snow Removal	-	562	285,710	285,148	0%	-	0.0%
Street Signs							
Personnel	-	4,525	92,340	87,815	5%	170	2662%
Operating Expenditures	559	2,940	56,590	53,650	5%	4,498	65%
Total Street Signs	559	7,465	148,930	141,465	5%	4,668	159.9%
Street Lights							
Personnel	18,886	63,366	275,530	212,164	23%	65,617	97%
Operating Expenditures	29,420	48,310	509,410	461,100	9%	66,849	72%
Capital Outlay	-	-	-	-	0%	-	0%
Total Street Lights	48,306	111,676	784,940	673,264	14%	132,466	84.3%
Total Public Works and Operations	401,291	2,107,147	7,237,835	5,130,688	29%	1,068,310	197.2%
Parks, Recreation, and Events							
Community Events and Recreation							
Personnel	20,273	67,336	379,780	312,444	18%	64,184	105%
Operating Expenditures	3,504	15,972	154,540	138,568	10%	13,874	115%
City Events	11,594	42,335	455,310	412,975	9%	41,815	101%
Total Community Events and Recreation	35,371	125,643	989,630	863,987	13%	119,873	104.8%
Arts & Cultural Development							
Grants (Friends of Herriman)	90,500	90,500	90,500	-	100%	90,500	100%
Total Arts & Cultural Development	90,500	90,500	90,500	-	100%	90,500	100.0%
Cemetery							
Personnel	1,356	3,685	40,280	36,595	9%	8,791	42%
Operating Expenditures	1,604	5,013	40,530	35,517	12%	8,277	61%
Capital Outlay	-	5,374	15,180	9,806	35%	2,475	217%
Total Cemetery	2,960	14,072	95,990	81,918	15%	19,543	72.0%
Parks							
Personnel	143,764	494,593	2,158,400	1,663,807	23%	481,672	103%
Operating Expenditures	181,509	556,438	2,188,380	1,631,942	25%	605,214	92%
Capital Outlay	-	-	-	-	0%	-	0%
Total Parks	325,273	1,051,031	4,346,780	3,295,749	24%	1,086,886	96.7%
Blackridge							
Personnel	1,607	24,199	56,880	32,681	43%	27,807	87%
Operating Expenditures	1,931	9,007	50,600	41,593	18%	13,286	68%
Total Blackridge	3,538	33,206	107,480	74,274	31%	41,093	80.8%

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City of Herriman Budget Versus Actual Report - September 2025							
General Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Ice Ribbon							
Personnel	-	72	62,770	62,698	0%	-	0%
Operating Expenditures	8,632	10,904	26,100	15,196	42%	1,452	751% 2
Total Ice Ribbon	8,632	10,976	88,870	77,894	12%	1,452	755.9%
Total Parks, Recreation, and Events	466,274	1,325,428	5,719,250	4,393,822	23%	1,359,347	97.5%
Community Development							
Administration							
Personnel	26,780	90,174	373,570	283,396	24%	88,894	101%
Operating Expenditures	10	36	5,720	5,684	1%	196	18%
Administrative Chargeback	(13,952)	(50,434)	(205,080)	(154,646)	25%	(48,266)	104%
Total Administration	12,838	39,776	174,210	134,434	23%	40,824	97.4%
Economic Development							
Personnel	10,125	32,990	132,120	99,130	25%	31,693	104%
Operating Expenditures	956	16,299	76,230	59,931	21%	50,519	32%
Capital Outlay	-	-	-	-	0%	-	0%
Total Economic Development	11,081	49,289	208,350	159,061	24%	82,212	60.0%
Planning & Development							
Personnel	48,329	142,988	575,510	432,522	25%	133,123	107%
Operating Expenditures	399	2,095	77,750	75,655	3%	3,487	60%
Administrative Chargeback	(34,089)	(106,316)	(419,060)	(312,744)	25%	(95,654)	111%
Total Planning & Development	14,639	38,767	234,200	195,433	17%	40,956	94.7%
Engineering							
Personnel	80,935	286,547	1,199,080	912,533	24%	265,949	108%
Operating Expenditures	7,793	21,497	154,250	132,753	14%	33,792	64%
Administrative Chargeback	(59,645)	(208,705)	(822,400)	(613,695)	25%	(191,832)	109%
Total Engineering	29,083	99,339	530,930	431,591	19%	107,909	92.1%
GIS							
Personnel	34,032	109,934	433,490	323,556	25%	104,426	105%
Operating Expenditures	58,138	71,868	140,810	68,942	51%	54,158	133% 2
Capital Outlay	-	22,890	24,000	1,110	95%	21,000	109% 5
Administrative Chargeback	(15,295)	(30,478)	(100,320)	(69,842)	30%	(29,377)	104% 5
Total GIS	76,875	174,214	497,980	323,766	35%	150,207	116.0%
Total Community Development	144,516	401,385	1,645,670	1,244,285	24%	422,108	95.1%
Transfers to Other Funds							
Transfer to Debt Service Fund	-	1,692,261	2,016,670	324,409	84%	1,602,614	106% 6
Transfer to Public Safety Fund-Non Police	100,993	302,978	1,211,910	908,932	25%	311,993	97%
Transfer to Capital Projects Fund	33,844	101,533	406,130	304,597	25%	-	0%
Transfer to Capital Equipment	17,773	53,320	213,280	159,960	25%	-	0%
Transfer to Herriman North CRA	-	-	25,000	25,000	0%	1,309	0%
Total Transfers to Other Funds	152,610	2,150,092	3,872,990	1,722,898	56%	1,915,916	112.2%
Total General Fund Expenditures	\$ 1,435,413	\$ 7,274,277	\$ 23,824,060	\$ 16,549,783	31%	\$ 6,015,919	120.9%

- 1 Risk Management fund charge made in July (timing difference).
- 2 Software support contracts (timing difference).
- 3 Personnel and operating costs occur during specific seasonal months (timing difference).
- 4 Annual software agreement paid in September (timing difference).
- 5 Nearmap subscription for the year paid in August (timing difference)
- 6 Debt service payments due in July (timing difference).

City of Herriman Budget Versus Actual Report - September 2025

General Fund - Police							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Grants	10,063	12,986	162,440	149,454	8%	3,603	360%
Student Resource Officers	-	-	432,500	432,500	0%	-	0%
Miscellaneous	6,771	16,299	119,860	103,561	14%	23,011	71%
Transfer From HCSEA	702,335	2,426,788	9,893,710	7,466,922	25%	2,012,990	121%
Budgeted Use of Fund Balance	-	-	42,850	42,850	0%	-	0%
Total Police Revenue	\$ 719,169	\$ 2,456,073	\$ 10,651,360	\$ 8,195,287	23%	\$ 2,039,604	120%
Expenditures							
Personnel	642,182	2,118,948	8,775,990	6,657,042	24%	1,891,085	112%
Operating	44,132	304,654	1,388,020	1,083,366	22%	315,363	97%
Operating-Dispatch	-	204,743	405,350	200,607	51%	183,897	111% 1
Transfer to Capital Equipment Fund	-	-	82,000	82,000	0%	-	0%
Total Expenditures	\$ 686,314	\$ 2,628,345	\$ 10,651,360	\$ 8,023,015	25%	\$ 2,390,345	110%
Excess of Revenues Over (Under) Expenditures	\$ 32,855	\$ (172,272)	\$ -			\$ (350,741)	

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

City of Herriman Budget Versus Actual Report - September 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	19,955	37,005	29,400	(7,605)	126%	5,180	714%
Fines - Code Enforcement	1,600	2,700	10,000	7,300	27%	600	450%
Insurance Proceeds	-	100	-	(100)	0%	-	0%
Transfer From General Fund	100,993	302,978	1,211,910	908,932	25%	311,993	97%
Total Revenue	\$ 122,548	\$ 342,783	\$ 1,251,310	\$ 908,527	27%	\$ 317,773	107.9%
Expenditures							
Animal Services							
Personnel	24,008	79,531	309,370	229,839	26%	66,357	120%
Operating	18,605	73,587	290,040	216,453	25%	72,466	102%
Total Animal Services	\$ 42,613	\$ 153,118	\$ 599,410	\$ 446,292	26%	\$ 138,823	110.3%
Emergency Services							
Personnel	280	825	36,640	35,815	2%	1,218	68%
Operating	240	8,026	14,000	5,974	57%	6,460	124%
Total Emergency Management	\$ 520	\$ 8,851	\$ 50,640	\$ 41,789	17%	\$ 7,678	115.3%
Community Services							
Personnel	12,360	42,823	172,850	130,027	25%	40,367	106%
Operating	2,109	11,436	74,630	63,194	15%	15,757	73%
Capital Outlay	-	8,558	-	(8,558)	0%	-	0%
Total Community Services	\$ 14,469	\$ 62,817	\$ 247,480	\$ 184,663	25%	\$ 56,124	111.9%
Crossing Guards							
Personnel	35,171	54,915	344,080	289,165	16%	49,749	110%
Operating	670	2,290	9,700	7,410	24%	1,675	137%
Total Emergency Management	\$ 35,841	\$ 57,205	\$ 353,780	\$ 296,575	16%	\$ 51,424	111.2%
Total Expenditures	\$ 93,443	\$ 281,991	\$ 1,251,310	\$ 969,319	23%	\$ 254,049	111.0%
Excess of Revenues Over (Under) Expenditures	\$ 29,105	\$ 60,792	\$ -			\$ 63,724	

1 Yearly software subscriptions (timing difference).

2 Code Enforcement software (parking enforcement and ticketing). Will require budget amendment.

City of Herriman Budget Versus Actual Report - September 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	42,608	110,070	2,100,000	1,989,930	5%	127,823	86%
Interest Income	27,390	92,339	240,000	147,661	38%	131,394	70%
Budgeted Use of Fund Balance	-	-	1,541,000	1,541,000	0%	-	0%
Total Revenue	\$ 69,998	\$ 202,409	\$ 3,881,000	\$ 3,678,591	5%	\$ 259,217	78%
Expenditures							
Capital Projects	34,312	482,190	3,365,000	2,882,810	14%	901,710	53%
Transfer to Debt Service Fund	-	15,831	516,000	500,169	3%	-	0%
Total Expenditures	\$ 34,312	\$ 498,021	\$ 3,881,000	\$ 2,882,810	13%	\$ 901,710	55%
Excess of Revenues Over (Under) Expenditures	\$ 35,686	\$ (295,612)	\$ -			\$ (642,493)	

Fund Balance Available					
	FY2022 (ACFR)	FY2023 (ACFR)	FY2024 (ACFR)	FY2025 (Estimated)*	FY2026 (Budget)
Beginning Balance	\$ 5,471,968	\$ 6,915,696	\$ 8,047,361	\$ 9,995,106	\$ 2,749,457
Addition (Use of)	1,443,728	1,131,665	1,947,745	(1,827,647)	(1,476,000)
Anticipated Carryovers	-	-	-	(5,418,002)	-
Ending Balance	\$ 6,915,696	\$ 8,047,361	\$ 9,995,106	\$ 2,749,457	\$ 1,273,457

*Unaudited

City of Herriman Budget Versus Actual Report - September 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	59,509	91,244	200,000	108,756	46%	-	0%
Interest Income	6,165	19,278	56,000	36,722	34%	17,961	107%
Total Revenue	\$ 65,674	\$ 110,522	\$ 256,000	\$ 145,478	43%	\$ 17,961	615.3%
Expenditures							
Professional Services	850	4,250	-	(4,250)	0%	-	0%
Budgeted Increase in Fund Balance	-	-	256,000	256,000	0%	-	0%
Total Expenditures	\$ 850	\$ 4,250	\$ 256,000	\$ 251,750	2%	\$ -	0.0%
Excess of Revenues Over (Under) Expenditures	\$ 64,824	\$ 106,272	\$ -			\$ 17,961	

Fund Balance Available					
	FY2022 (ACFR)	FY2023 (ACFR)	FY2024 (ACFR)	FY2025 (Estimated)*	FY2026 (Budget)
Beginning Balance	\$ -	\$ -	\$ 953,706	\$ 1,333,000	\$ 1,672,692
Addition (Use of)	-	953,706	379,294	339,692	256,000
Ending Balance	\$ -	\$ 953,706	\$ 1,333,000	\$ 1,672,692	\$ 1,928,692

*Unaudited

City of Herriman Budget Versus Actual Report - September 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	45,973	94,822	250,000	155,178	38%	-	0%
Interest Income	4,464	15,081	690	(14,391)	2186%	16,653	91%
Budgeted Use of Fund Balance	-	-	332,810	332,810	0%	-	0%
Total Revenue	\$ 50,437	\$ 109,903	\$ 583,500	\$ 473,597	19%	\$ 16,653	660.0%
Expenditures							
Professional Services	850	4,250	-	(4,250)	0%	-	0%
0048-00 Fire Station 103 Replacement	147,912	150,162	583,500	433,338	26%	90,443	166%
Total Expenditures	\$ 148,762	\$ 154,412	\$ 583,500	\$ 429,088	26%	\$ 90,443	170.7%
Excess of Revenues Over (Under) Expenditures	\$ (98,325)	\$ (44,509)	\$ -			\$ (73,790)	

Fund Balance Available					
	FY2022 (ACFR)	FY2023 (ACFR)	FY2024 (ACFR)	FY2025 (Estimated)*	FY2026 (Budget)
Beginning Balance	\$ -	\$ -	\$ 918,222	\$ 1,284,955	\$ 332,823
Addition (Use of)	-	918,222	366,733	47,868	(332,810)
Project Carryovers	-	-	-	(1,000,000)	-
Ending Balance	\$ -	\$ 918,222	\$ 1,284,955	\$ 332,823	\$ 13

*Unaudited

1 Public Safety impact fee study (budget amendment will be needed).

City of Herriman Budget Versus Actual Report - September 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	131,064	204,189	2,500,000	2,295,811	8%	367,176	56%
Interest Income	5,821	23,467	19,000	(4,467)	124%	40,087	59%
Budgeted Use of Fund Balance	-	-	14,340	14,340	0%	-	0%
Total Revenue	\$ 136,885	\$ 227,656	\$ 2,533,340	\$ 2,305,684	9%	\$ 407,263	55.9%
Expenditures							
Agreements and Reimbursements	-	-	345,830	345,830	0%	11,546	0%
Capital Projects	-	-	310,910	310,910	0%	39,056	0%
Professional Services	-	35,457	90,000	54,543	39%	-	0%
Transfer to Debt Service Fund	-	971,994	1,786,600	814,606	54%	682,300	142%
Total Expenditures	\$ -	\$ 1,007,451	\$ 2,533,340	\$ 1,525,889	40%	\$ 732,902	137.5%
Excess of Revenues Over (Under) Expenditures	\$ 136,885	\$ (779,795)	\$ -			\$ (325,639)	

1 Transportation Master Plan update (timing difference).

2 Bond payments due in August (timing difference).

Fund Balance Available					
	FY2022 (ACFR)	FY2023 (ACFR)	FY2024 (ACFR)	FY2025 (Estimated)*	FY2026 (Budget)
Beginning Balance	\$ 86,259	\$ 2,217,044	\$ 1,399,558	\$ 3,535,511	\$ 674,127
Addition (Use of)	2,130,785	(817,486)	2,135,953	(1,073,629)	(14,340)
Anticipated Carryovers	-	-	-	(1,787,755)	-
Ending Balance	\$ 2,217,044	\$ 1,399,558	\$ 3,535,511	\$ 674,127	\$ 659,787

*Unaudited

City of Herriman Budget Versus Actual Report - September 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	4,381,220	1,639,234	63%	2,346,914	117%
Interest Income	2,985	12,941	28,000	15,059	46%	16,485	79%
Total Revenue	\$ 2,985	\$ 2,754,927	\$ 5,209,220	\$ 2,454,293	53%	\$ 2,363,399	116.6%
Expenditures							
2021 Sales Tax Bond Debt Service	-	733,661	799,000	65,339	92%	730,627	100%
2015 Sales Tax Bond Debt Service	-	1,766,206	2,104,420	338,214	84%	1,735,719	102%
2025 Sales Tax Bond Debt Service	-	97,526	2,097,000	1,999,474	5%	-	0%
Capital Lease Payments	-	-	198,800	198,800	0%	-	0%
Trustee Fees	-	-	10,000	10,000	0%	-	0%
Total Expenditures	\$ -	\$ 2,597,393	\$ 5,209,220	\$ 2,611,827	50%	\$ 2,466,346	105.3%
Excess of Revenues Over (Under) Expenditures	\$ 2,985	\$ 157,534	\$ -			\$ (102,947)	

1 Debt service payments made in August (timing difference).

2 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 - September 2025

Project	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Park Impact Fee Fund							
0043-00 DAI & 11800 S Business Center Trail	-	-	265,000	265,000	0%	-	0%
0045-00 Dansie Home Restoration and Open Space	-	-	-	-	0%	-	0%
0054-00 Herriman Athletics Sports Complex	-	205,094	-	(205,094)	0%	5,400	3798%
0056-00 Herriman Historic Park	-	-	1,000,000	1,000,000	0%	-	0%
0062-00 Hidden Oaks Open Space Improvements	2,170	2,170	-	(2,170)	0%	454,763	0%
0068-1C Juniper Canyon Recreation Area 1C	320	320	2,000,000	1,999,680	0%	-	0%
0083-00 Mountain Ridge Park	1,239	239,144	-	(239,144)	0%	-	0%
0098-00 Rockwell Landing Trailhead/Parking	-	-	100,000	100,000	0%	-	0%
0136-00 Wide Hollow Trailhead	4,926	4,926	-	(4,926)	0%	-	0%
0183-00 Parks and Trails Master Plan	25,657	30,536	-	(30,536)	0%	-	0%
Total Park Impact Fee Fund	34,312	482,190	3,365,000	2,882,810	14%	460,163	105%
Transportation Impact Fee Fund							
0001-01 11800 S Improvements Phase 1 Reimbursement	-	-	284,380	284,380	0%	-	0%
0011-04 6400 W Improvements Phase 4	-	-	-	-	0%	3,325	0%
0097-00 Rockwell Connector Reimbursement	-	-	61,450	61,450	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%
0132-00 Transportation Master Plan	-	35,457	90,000	54,543	39%	-	0%
0158-00 Traffic Signal Rex Peak Way & Sentinel Ridge	-	-	-	-	0%	18,728	0%
Total Transportation Impact Fee Fund	-	-	746,740	711,283	0%	3,325	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 - September 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	719	2,317	-	(2,317)	0%	2,893	80%
Budgeted Use of Fund Balance	-	-	-	-	0%	-	0%
Total Revenue	\$ 719	\$ 2,317	\$ -	\$ (2,317)	0%	\$ 2,893	80%
Expenditures							
New Development Street Lights	-	6,114	-	(6,114)	0%	5,184	118%
Total Expenditures	\$ -	\$ 6,114	\$ -	\$ (6,114)	0%	\$ 5,184	118%
Excess of Revenues Over (Under) Expenditures	\$ 719	\$ (3,797)	\$ -			\$ (2,291)	

Fund Balance Available

	FY2022 (ACFR)	FY2023 (ACFR)	FY2024 (ACFR)	FY2025 (Estimated)*	FY2026 (Budget)
Beginning Balance	\$ 616,516	\$ 536,153	\$ 211,711	\$ 220,960	\$ -
Addition (Use of)	(80,363)	(324,442)	9,249	(9,583)	-
Anticipated Carryovers	-	-	-	(211,377)	-
Ending Balance	\$ 536,153	\$ 211,711	\$ 220,960	\$ -	\$ -

*Unaudited

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

City of Herriman Budget Versus Actual Report - September 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	995	3,189	-	(3,189)	0%	3,603	89%
Budgeted Use of Fund Balance	-	-	-	-	0%	-	0%
Total Revenue	\$ 995	\$ 3,189	\$ -	\$ (3,189)	0%	\$ 3,603	89%
Expenditures							
Sign Installation	-	-	-	-	0%	2,098	0%
Total Expenditures	\$ -	\$ -	\$ -	\$ -	0%	\$ 2,098	0%
Excess of Revenues Over (Under) Expenditures	\$ 995	\$ 3,189	\$ -			\$ 1,505	

Fund Balance Available

	FY2022 (ACFR)	FY2023 (ACFR)	FY2024 (ACFR)	FY2025 (Estimated)*	FY2025 (Budget)
Beginning Balance	\$ 282,850	\$ 270,166	\$ 260,405	\$ 272,920	\$ -
Addition (Use of)	(12,684)	(9,761)	12,515	10,988	-
Anticipated Carryovers	-	-	-	(283,908)	-
Ending Balance	\$ 270,166	\$ 260,405	\$ 272,920	\$ -	\$ -

*Unaudited

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

City of Herriman Budget Versus Actual Report - September 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	35,948	61,953	10,316,240	10,254,287	1%	(98,616)	-63%
Motor Vehicle in Lieu	40,275	91,130	538,550	447,420	17%	92,528	98%
Interest Income	(2,976)	778	100,000	99,222	1%	(7,343)	-11%
Budgeted Use of Fund Balance	-	-	-	-	0%	-	0%
Total Revenue	\$ 73,247	\$ 153,861	\$ 10,954,790	\$ 10,800,929	1%	\$ (13,431)	-1146%
Expenditures							
Public Notices	83	187	1,000	813	19%	-	0%
Budgeted Increase in Fund Balance	-	-	362,360	362,360	0%	-	0%
Transfer to Public Safety Fund	702,335	2,426,788	9,893,710	7,466,922	25%	2,012,990	121%
Transfer to Capital Equipment Fund	-	697,720	697,720	-	100%	697,720	100%
Total Expenditures	\$ 702,418	\$ 3,124,695	\$ 10,954,790	\$ 7,830,095	29%	\$ 2,710,710	115%
Excess of Revenues Over (Under) Expenditures	\$ (629,171)	\$ (2,970,834)	\$ -			\$ (2,724,141)	

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	\$ 1,980,709
Addition (Use of)	48,084	(1,162,595)	1,058,297	729,015	362,360
Ending Balance	\$ 1,355,992	\$ 193,397	\$ 1,251,694	\$ 1,980,709	\$ 2,343,069

**Unaudited*

Herriman City Fire Service Area							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Property Tax	32,267	55,609	8,612,060	8,556,451	1%	63,969	87%
Motor Vehicle in Lieu	35,885	81,197	461,930	380,733	18%	82,454	98%
Interest Income	27,210	87,112	316,580	229,468	28%	70,806	123%
UFSA Fund Balance Transfer	-	-	37,900	37,900	0%	-	0%
Use of Fund Balance	-	-	4,296,380	4,296,380	0%	-	0%
Total Revenue	\$ 95,362	\$ 223,918	\$ 13,724,850	\$ 13,500,932	2%	\$ 217,229	103%
Expenditures							
Professional Fees	83	185	200	15	93%	-	0%
Bldgs & Grounds - Supplies Maint	-	-	40,000	40,000	0%	-	0%
Contract Services (UFA)	-	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	-	-	-	-	0%	-	0%
Transfer to Capital Projects Fund	-	-	7,361,840	7,361,840	0%	-	0%
Total Expenditures	\$ 83	\$ 1,421,472	\$ 13,724,850	\$ 4,941,538	10%	\$ 1,383,444	103%
Excess of Revenues Over (Under) Expenditures	\$ 95,279	\$ (1,197,554)	\$ -			\$ (1,166,215)	

1 Truth in Taxation notice (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	(4,296,380)
Ending Balance	\$ 1,152,984	\$ 3,320,407	\$ 6,586,519	\$ 9,052,498	\$ 4,756,118

**Unaudited*

City of Herriman Budget Versus Actual Report - September 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	4,463	20,556	126,020	105,464	16%	22,568	91%
Total Revenue	\$ 4,463	\$ 20,556	\$ 4,222,540	\$ 4,201,984	0%	\$ 22,568	91%
Expenditures							
HTC Communities Participation Agreement	-	-	1,879,920	1,879,920	0%	-	0%
2016 Tax Increment Bond	-	854,570	854,570	-	100%	854,243	100%
2016 SAA Bond	-	-	900,580	900,580	0%	-	0%
Trustee and Administrative Fees	2,631	47,335	86,980	39,645	54%	43,362	109%
Budgeted Increase to Fund Balance	-	-	500,490	500,490	0%	-	0%
Total Expenditures	\$ 2,631	\$ 901,905	\$ 4,222,540	\$ 3,320,635	21%	\$ 897,605	100%
Excess of Revenues Over (Under) Expenditures	\$ 1,832	\$ (881,349)	\$ -			\$ (875,037)	

1 Debt service and administrative fee payments made in August (timing difference).

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*

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	4,208	13,508	26,030	12,522	52%	11,731	115%
Total Revenue	\$ 4,208	\$ 13,508	\$ 1,763,470	\$ 1,749,962	1%	\$ 11,731	115.1%
Expenditures							
Tax Incentive Payment-Rosecrest	-	-	1,447,760	1,447,760	0%	-	0%
Administrative Fees	1,428	5,576	26,290	20,714	21%	5,207	107%
Budgeted Increase in Fund Balance	-	-	289,420	289,420	0%	-	0%
Total Expenditures	\$ 1,428	\$ 5,576	\$ 1,763,470	\$ 1,757,894	0%	\$ 5,207	107.1%
Excess of Revenues Over (Under) Expenditures	\$ 2,780	\$ 7,932	\$ -			\$ 6,524	

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 - September 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	1,580	5,080	6,360	1,280	80%	2,492	204%
Total Revenue	\$ 1,580	\$ 5,080	\$ 1,531,050	\$ 1,525,970	0%	\$ 2,492	203.9%
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	1,283	4,995	23,950	18,955	21%	3,937	127%
Budgeted Increase in Fund Balance	-	-	234,860	234,860	0%	-	0%
Total Expenditures	\$ 1,283	\$ 4,995	\$ 1,531,050	\$ 1,526,055	0%	\$ 3,937	126.9%
Excess of Revenues Over (Under) Expenditures	\$ 297	\$ 85	\$ -			\$ (1,445)	

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 - September 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	2,596	8,330	23,430	15,100	36%	6,307	132%
Total Revenue	\$ 2,596	\$ 8,330	\$ 372,560	\$ 364,230	2%	\$ 6,307	132.1%
Expenditures							
Mitigation Payments	-	-	141,270	141,270	0%	-	0%
Affordable Housing	-	-	20,790	20,790	0%	-	0%
Administrative Fee	607	2,523	12,950	10,427	19%	1,684	150%
Budgeted Increase in Fund Balance	-	-	197,550	197,550	0%	-	0%
Total Expenditures	\$ 607	\$ 2,523	\$ 372,560	\$ 370,037	1%	\$ 1,684	149.8%
Excess of Revenues Over (Under) Expenditures	\$ 1,989	\$ 5,807	\$ -			\$ 4,623	

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 - September 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%	1,309	0%
Total Revenue	\$ -	\$ -	\$ 25,000	\$ 25,000	0%	\$ 1,309	0%
Expenditures							
Sales Tax Incentive Payment	-	-	25,000	25,000	0%	1,309	0%
Total Expenditures	\$ -	\$ -	\$ 25,000	\$ 25,000	0%	\$ 1,309	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 - September 2025

Development Services Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Charges for Services	324,723	703,076	1,703,000	999,924	41%	573,924	123%
Licenses and Permits	368,596	723,673	2,093,000	1,369,327	35%	437,761	165%
Interest	16,696	50,105	85,155	35,050	59%	50,105	100%
Budgeted Use of Fund Balance	-	-	615,440	615,440	0%	-	0%
Total Revenue	\$ 710,015	\$ 1,476,854	\$ 4,496,595	\$ 3,019,741	33%	\$ 1,061,790	139%
Expenditures							
Personnel	83,281	273,317	1,373,570	1,100,253	20%	263,336	104%
Operating	36,615	153,976	446,725	292,749	34%	102,229	151%
Administrative Fees	129,696	464,474	1,864,350	1,399,876	25%	428,439	108%
Community Development Software	-	-	750,000	750,000	0%	-	0%
Transfer to Debt Service Fund	-	61,900	61,950	50	100%	62,000	100%
Contribution to Fund Balance	-	-	-	-	0%	-	0%
Total Expenditures	\$ 249,592	\$ 953,667	\$ 4,496,595	\$ 3,542,928	21%	\$ 856,004	111%
Excess of Revenues Over (Under) Expenditures	\$ 460,423	\$ 523,187	\$ -			\$ 205,786	

1 Software support contracts (timing difference).

2 Debt service payment due 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	(615,440)
Ending Balance	\$ -	\$ -	\$ 2,214,825	\$ 4,048,593	\$ 3,433,153
<i>*Unaudited</i>					
% of expenditures					
112% 77%					
Over (Under) Fund Balance Policy					
2,419,776 1,590,831					

City of Herriman Budget Versus Actual Report - September 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%
REPI Program	64,000	64,000	-	(64,000)	0%	-	0%
Total Revenue	\$ 64,000	\$ 64,000	\$ 135,000	\$ 71,000	47%	\$ -	0%
Expenditures							
Personnel (Mental Health Grant)	406	1,941	-	(1,941)	0%	-	0%
Fire Fuel Mitigation Grazing	-	64,000	-	(64,000)	0%	-	0%
0181-01 Community Center Remodel	6,316	6,316	135,000	128,684	5%	-	0%
Total Expenditures	\$ 6,722	\$ 72,257	\$ 135,000	\$ 62,743	54%	\$ -	0%
Excess of Revenues Over (Under) Expenditures	\$ 57,278	\$ (8,257)	\$ -			\$ -	

1 Grant received in FY2025; carryover budget amendment will be needed.

2 Grant received for grazing work completed (future budget amendment needed).

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

*Unaudited

City of Herriman Budget Versus Actual Report - September 2025

Capital Projects Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Corridor Preservation Revenue	-	-	2,640,000	2,640,000	0%	-	0%
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	57,519	180,551	-	(180,551)	0%	293,124	62%
Miscellaneous Revenue	-	431	-	(431)	0%	111	388%
Transfer In - Herriman City Fire Service	-	-	7,361,840	7,361,840	0%	-	0%
Transfer In - General Fund	33,844	101,533	406,130	304,597	25%	-	0%
Transfer In - Water Fund	-	1,842,117	1,842,120	3	100%	-	0%
Budgeted Use of Fund Balance	-	-	1,776,160	1,776,160	0%	-	0%
Total Revenue	91,363	2,124,632	23,526,250	21,401,618	9%	293,235	725%
Expenditures							
Capital Projects	70,735	3,223,394	23,526,250	20,302,856	14%	5,082,795	63%
Total Expenditures	70,735	3,223,394	23,526,250	20,302,856	14%	\$ 5,082,795	63%
Excess of Revenues Over (Under) Expenditures	20,628	(1,098,762)				\$ (4,789,560)	

Fund Balance Available					
	FY2022 (ACFR)	FY2023 (ACFR)	FY2024 (ACFR)	FY2025 (Estimated)*	FY2026 (Budget)
Beginning Balance	\$ (6,469,722)	\$ 3,333,738	\$ 6,271,864	\$ 11,538,362	\$ (3,524,857)
Addition (Use of)	9,803,460	2,938,126	5,266,498	(1,443,753)	(1,276,160)
Estimated Carryovers	-	-	-	(13,619,466)	-
Ending Balance	\$ 3,333,738	\$ 6,271,864	\$ 11,538,362	\$ (3,524,857)	\$ (4,801,017)
Interfund Loan (Water Rights Impact)	\$ 12,500,000	\$ 10,485,370	\$ 8,529,469	\$ 7,609,748	\$ 7,609,748
Water Interfund Loan Shortage				(1,662,693)	(1,662,693)
Adjusted Ending Balance	\$ 12,500,000	\$ 16,757,234	\$ 20,067,831	\$ 2,422,198	\$ 1,146,038
<i>*Unaudited</i>					

City of Herriman Budget Versus Actual Report - September 2025							
	Public Works Facility Capital Projects Fund					Prior Year	% of Prior Year
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Interest Income	2,802	9,151	21,300	12,149	43%	10,760	85%
Budgeted Use of Fund Balance	-	-	153,700	153,700	0%	-	0%
Total Revenue	\$ 2,802	\$ 9,151	\$ 175,000	\$ 165,849	5%	\$ 10,760	85%
Expenditures							
0089-00 Public Works Facility	7,770	26,170	175,000	148,830	15%	-	0%
Total Expenditures	\$ 7,770	\$ 26,170	\$ 175,000	\$ 148,830	15%	\$ -	0%
Excess of Revenues Over (Under) Expenditures	\$ (4,968)	\$ (17,019)	\$ -			\$ 10,760	

Fund Balance Available					
	FY2022 (ACFR)	FY2023 (ACFR)	FY2024 (ACFR)	FY2025 (Estimated)*	FY2026 (Budget)
Beginning Balance	\$ 74,538	\$ 546,868	\$ 779,262	\$ 813,039	\$ 260,129
Addition (Use of)	472,330	232,394	33,777	(279,500)	(153,700)
Estimated Carryovers	-	-	-	(273,410)	-
Ending Balance	\$ 546,868	\$ 779,262	\$ 813,039	\$ 260,129	\$ 106,429
<i>*Unaudited</i>					

City of Herriman Budget Versus Actual Report - September 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	3,820	3,820	7,500,000	7,496,180	0%	-	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%
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%
0055-05 Herriman Blvd Phase 5 (Reimb)	-	41,470	-	(41,470)	0%	-	0%
0058-00 Herriman Main Street Widening	-	-	-	-	0%	204,564	0%
0016-02 7300 W Widening Phase 2	-	-	-	-	0%	807,856	0%
0010-01 6000 W Road Widening Phase 1	64,475	98,166	-	(98,166)	0%	13,385	733%
0010-02 6000 W Road Widening Phase 2	-	-	-	-	0%	-	0%
0201-00 Olympia Blvd (Reimb)	-	3,001,030	-	(3,001,030)	0%	4,025,995	75%
Total Transportation	68,295	3,144,486	10,276,050	7,131,564	31%	5,076,304	62%
Parks & Recreation							
0170-00 Main St Median-Water Efficient Landscaping	520	45,610	600,000	554,390	8%	-	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	520	45,610	855,560	809,950	5%	-	0%
Other							
0216-00 Property Acquisition	-	-	4,640,000	4,640,000	0%	6,420	0%
0172-00 ERP System Replacement	1,920	33,298	300,000	266,702	11%	71	46899%
0018-00 Animal Shelter	-	-	92,800	92,800	0%	-	0%
0048-00 Fire Station 103 Replacement	-	-	7,361,840	7,361,840	0%	-	0%
Total Other	1,920	33,298	12,394,640	12,361,342	0%	6,491	513%
Total Capital Project Expenditures	\$ 70,735	\$ 3,223,394	\$ 23,526,250	\$ 20,302,856	14%	\$ 5,082,795	63.4%

City of Herriman Budget Versus Actual Report - September 2025

Capital Equipment Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Interest Income	9,868	28,626	-	(28,626)	0%	18,532	154%
Transfer from General Fund	17,773	53,320	213,280	159,960	25%	-	0%
Transfer from Police Fund	-	-	82,000	82,000	0%	-	0%
Transfer from HCSEA Fund	-	697,720	697,720	-	100%	697,720	100%
Budgeted Use of Fund Balance	-	-	618,000	618,000	0%	-	0%
Total Revenue	\$ 27,641	\$ 779,666	\$ 1,611,000	\$ 831,334	48%	\$ 716,252	109%
Expenditures							
Conference Room Upgrades	-	-	10,000	10,000	0%	-	0%
0190-00 Community Room Projectors	-	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)	51,668	51,668	73,400	21,732	70%	-	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	\$ 51,668	\$ 62,517	\$ 1,611,000	\$ 1,548,483	4%	\$ 3,120	2004%
Excess of Revenues Over (Under) Expenditures							
	\$ (24,027)	\$ 717,149	\$ -			\$ 713,132	

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 (Estimated)*	FY2026 (Budget)
Beginning Balance	\$ -	\$ -	\$ -	\$ 701,820	\$ 1,915,246
Addition (Use of)	-	-	701,820	1,376,005	79,720
Anticipated Carryovers	-	-	-	(162,579)	-
Ending Balance	\$ -	\$ -	\$ 701,820	\$ 1,915,246	\$ 1,994,966
<i>*Unaudited</i>					

City of Herriman Budget Versus Actual Report - September 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	54,502	148,709	-	(148,709)	0%	-	0%
Total Revenue	\$ 54,502	\$ 148,709	\$ 14,363,310	\$ 14,214,601	1%	\$ -	0%
Expenditures							
0011-03 6400 W Improvements Phase 2 & 3	-	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	1,500	107,176	386,310	279,134	28%	-	0%
Total Expenditures	\$ 1,500	\$ 2,898,754	\$ 14,363,310	\$ 11,464,556	20%	\$ -	0%
Excess of Revenues Over (Under) Expenditures						\$ -	

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 - September 2025

Water Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Water Sales	1,821,735	6,776,406	17,703,647	10,927,241	38%	5,350,380	127%
Connection Fees	35,698	52,123	150,000	97,877	35%	36,075	144%
Interest Income	43,034	139,323	50,000	(89,323)	279%	114,817	121%
Interest Income-Construction Funds	44,330	140,772	-	(140,772)	0%	238,866	59%
Jordan Valley Water Conservancy Grant	-	-	40,000	40,000	0%	-	0%
Other	24,993	73,727	253,790	180,063	29%	65,303	113%
Use of Fund Balance	-	-	2,125,825	2,125,825	0%	-	0%
Total Water Fund Revenue	\$ 1,969,790	\$ 7,182,351	\$ 20,323,262	\$ 13,140,911	35%	\$ 5,805,441	123.7%
Expenditures							
Administration							
Personnel	15,795	53,732	236,430	182,698	23%	52,140	103%
Operating	35,883	221,234	672,920	451,686	33%	124,679	177%
Administrative Chargeback	76,139	283,143	1,049,410	766,267	27%	272,644	104%
Total Administration	\$ 127,817	\$ 558,109	\$ 1,958,760	\$ 1,400,651	28%	\$ 449,463	124.2%
Maintenance							
Personnel	127,988	415,836	2,064,680	1,648,844	20%	399,914	104%
Operating	135,729	368,788	1,683,100	1,314,312	22%	294,986	125%
Water Purchases (JVWCD)	19,495	2,250,104	6,991,250	4,741,146	32%	2,586,628	87%
Capital Outlay	-	248,337	661,100	412,763	38%	476,882	52%
Total Maintenance	\$ 283,212	\$ 3,283,065	\$ 11,400,130	\$ 8,117,065	29%	\$ 3,758,410	87.4%
Blue Stakes							
Personnel	2,822	12,517	45,490	32,973	28%	9,792	128%
Operating	1,166	3,536	30,650	27,114	12%	3,783	93%
Total Blue Stakes	\$ 3,988	\$ 16,053	\$ 76,140	\$ 60,087	21%	\$ 13,575	118.3%
Secondary Water							
Personnel	3,985	20,461	107,070	86,609	19%	15,736	130%
Operating	31,749	149,155	496,600	347,445	30%	162,105	92%
Total Maintenance	\$ 35,734	\$ 169,616	\$ 603,670	\$ 434,054	28%	\$ 177,841	95.4%
Other							
Bond Payments and Fees	-	488,700	3,483,450	2,994,750	14%	516,600	95%
Transfer to Water Capital Projects	-	958,992	958,992	-	100%	5,547,673	17%
Transfer to Capital Projects Fund	-	1,842,117	1,842,120	3	100%	-	0%
Total Other	\$ -	\$ 3,289,809	\$ 6,284,562	\$ 2,994,753	52%	\$ 6,064,273	54.2%
Total Expenditures	\$ 450,751	\$ 7,316,652	\$ 20,323,262	\$ 13,006,610	36%	\$ 10,463,562	69.9%
Excess of Revenues Over (Under) Expenditures	\$ 1,519,039	\$ (134,301)	\$ -			\$ (4,658,121)	

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

2 Water purchases do not follow a 1/12 distribution (although 7% higher than last year) (timing difference).

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

Fund Balance Available (Current Assets Less Current Liabilities)					
	FY2022 (ACFR)	FY2023 (ACFR)	FY2024 (ACFR)	FY2025 (Estimate)*	FY2026 (Budget)
Beginning Balance	\$ (1,658,449)	\$ 22,305,266	\$ 23,989,171	\$ 31,968,026	\$ 8,822,080
Addition (Use of)	23,963,715	1,683,905	7,978,855	(19,166,983)	(2,125,825)
Ending Balance	\$ 22,305,266	\$ 23,989,171	\$ 31,968,026	\$ 8,822,080	\$ 6,696,255

*Unaudited. Excludes unspent and unbudgeted bond proceeds

Over (Under) Fund Balance Policy

\$ 3,030,777 \$ 7,455

Water Fund Summary							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue	\$ 1,969,790	\$ 7,182,351	\$ 20,323,262	\$ 13,140,911	35%	\$ 5,805,441	124%
Expenditures							
Personnel	150,590	502,546	2,453,670	1,951,124	20%	477,582	105%
Operating	204,527	742,713	2,883,270	2,140,557	26%	585,553	127%
Water Purchases	19,495	2,250,104	6,991,250	4,741,146	32%	2,586,628	87%
Capital	-	248,337	661,100	412,763	38%	476,882	52%
Bond Payments	-	488,700	3,483,450	2,994,750	14%	516,600	95%
Administrative Chargeback	76,139	283,143	1,049,410	766,267	27%	272,644	104%
Transfer to Water Capital Projects	-	2,801,109	2,801,112	3	100%	5,547,673	50%
Total Expenditures	\$ 450,751	\$ 7,316,652	\$ 20,323,262	\$ 1,951,124	36.0%	\$ 10,463,562	69.9%
Excess of Revenues Over (Under) Expenditures	\$ 1,519,039	\$ (134,301)	\$ -			\$ (4,658,121)	

City of Herriman Budget Versus Actual Report - September 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	-	-	-	-	0%	-	0%
Transfer from Water Fund	-	958,992	958,992	-	100%	5,547,673	17%
Total Revenue	\$ -	\$ 958,992	\$ 2,958,992	\$ -	32%	\$ 5,547,673	17%
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%	665	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)	2,315	932,258	-	(932,258)	0%	90,975	1025% 1
0161-00 Olympia Zone 3 Culinary Water Tank	-	-	-	-	0%	8,944	0%
0141-00 Zone 2 & 3 Major Water Imp Mgmt	-	19,145	-	(19,145)	0%	12,695	151% 1
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	332,370	539,410	2,000,000	1,460,590	27%	-	0%
Total Expenditures	\$ 1,103,637	\$ 2,945,041	\$ 2,958,992	\$ 13,951	100%	\$ 114,595	2570%
Excess of Revenues Over (Under) Expenditures							
	\$ (1,103,637)	\$ (1,986,049)	\$ -			\$ 5,433,078	

1 Projects were budgeted in FY2025. A future budget amendment will be needed.

City of Herriman Budget Versus Actual Report - September 2025

Water Rights Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Water Rights	5,245	12,899	-	(12,899)	0%	66,259	19%
Interest Income	14,613	46,783	60,000	13,217	78%	98,125	48%
Use of Fund Balance	-	-	1,439,000	1,439,000	0%	-	0%
Total Revenue	\$ 19,858	\$ 59,682	\$ 1,499,000	\$ 1,439,318	4%	\$ 164,384	36%
Expenditures							
Water Right Purchases	-	-	1,333,000	1,333,000	0%	-	0%
Water Right Research/Fees	-	114	166,000	165,886	0%	16,284	1%
Total Expenditures	\$ -	\$ 114	\$ 1,499,000	\$ 1,498,886	0%	\$ 16,284	1%
Excess of Revenues Over (Under) Expenditures	\$ 19,858	\$ 59,568	\$ -			\$ 148,100	

Fund Balance Available (Current Assets Less Current Liabilities)					
	FY2022	FY2023	FY2024	FY2025 (Estimated)*	FY2026 (Budget)
Beginning Balance	\$ 16,064,088	\$ 15,967,361	\$ 15,771,508	\$ 9,782,285	\$ 15,937,436
Addition (Use of)	(96,727)	(195,853)	(5,989,223)	6,155,151	(1,439,000)
Ending Balance	\$ 15,967,361	\$ 15,771,508	\$ 9,782,285	\$ 15,937,436	\$ 14,498,436
Interfund Loan (Capital Projects)	\$ (10,485,370)	\$ (9,822,566)	\$ (8,529,469)	\$ (7,609,748)	\$ (7,609,748)
Adjusted Ending Balance*	\$ 5,481,991	\$ 5,948,942	\$ 1,252,816	\$ 8,327,688	\$ 6,888,688

*Unaudited. The interfund loan is anticipated to be paid off in FY2026.

City of Herriman Budget Versus Actual Report - September 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	116,587	293,840	3,000,000	2,706,160	10%	318,744	92%
Interest Income	10,607	43,196	60,000	16,804	72%	79,690	54%
Total Revenue	\$ 127,194	\$ 337,036	\$ 3,060,000	\$ 2,722,964	11%	\$ 398,434	85%
Expenses							
Capital Projects							
SR-111 Waterlines	-	7,103	-	(7,103)	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	\$ -	\$ 7,103	\$ 1,795,200	\$ 1,788,097	0%	\$ -	0%
Other							
Professional Services	-	-	90,000	90,000	0%	1,494	0%
Contribution to Fund Balance	-	-	1,174,800	1,174,800	0%	-	0%
Total Other Expenses	\$ -	\$ -	\$ 1,264,800	\$ 1,264,800	0%	\$ 1,494	0%
Total Expenses	\$ -	\$ 7,103	\$ 3,060,000	\$ 3,052,897	0%	\$ 1,494	475%
Excess of Revenues Over (Under) Expenses	\$ 127,194	\$ 329,933	\$ -			\$ 396,940	

Fund Balance Available (Current Assets Less Current Liabilities)					
	FY2022	FY2023	FY2024	FY2025 (Estimated)*	FY2026 (Budget)
Beginning Balance	\$ 21,281,842	\$ 3,434,344	\$ 283,835	\$ 3,143,241	\$ 501,043
Addition (Use of)	(17,847,498)	(3,150,509)	2,859,406	(406,507)	1,174,800
Estimated Carryovers	-	-	-	(2,235,691)	-
Ending Balance	\$ 3,434,344	\$ 283,835	\$ 3,143,241	\$ 501,043	\$ 1,675,843

*Unaudited

City of Herriman Budget Versus Actual Report - September 2025

Storm Water Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Storm Water Fee	148,823	445,505	1,797,670	1,352,165	25%	430,823	103%
Interest Income	4,486	16,061	15,000	(1,061)	107%	16,221	99%
Private Storm Water Enforcement	-	22,400	30,000	7,600	75%	800	2800%
Total Revenue	\$ 153,309	\$ 483,966	\$ 1,861,410	\$ 1,377,444	26%	\$ 447,844	108%
Expenses							
Administration							
Operating	3,682	11,838	101,900	90,062	12%	10,504	113%
Administrative Chargeback	27,911	102,929	408,440	305,511	25%	97,382	106%
Transfer to Storm Water Capital Projects	-	395,000	395,000	-	100%	-	0%
Total Administration	\$ 31,593	\$ 509,767	\$ 905,340	\$ 395,573	56%	\$ 107,886	473%
Maintenance							
Personnel	33,032	105,795	501,920	396,125	21%	104,376	101%
Operating	2,802	25,280	230,150	204,870	11%	32,157	79%
Capital	-	-	4,000	4,000	0%	6,928	0%
Total Maintenance	\$ 35,834	\$ 131,075	\$ 736,070	\$ 604,995	18%	\$ 143,461	91%
Engineering							
Operating	623	11,238	77,950	66,712	14%	13,934	81%
Administrative Chargeback	10,174	35,432	142,050	106,618	25%	33,296	106%
Total Engineering	\$ 10,797	\$ 46,670	\$ 220,000	\$ 173,330	21%	\$ 47,230	99%
Total Expenses	\$ 78,224	\$ 687,512	\$ 1,861,410	\$ 1,173,898	37%	\$ 298,577	230%
Excess of Revenues Over (Under) Expenses	\$ 75,085	\$ (203,546)	\$ -			\$ 149,267	

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

Fund Balance Available (Current Assets Less Current Liabilities)					
	FY2022 (ACFR)	FY2023 (ACFR)	FY2024 (ACFR)	FY2025 (Estimated)*	FY2026 (Budget)
Beginning Balance	\$ 402,487	\$ 570,054	\$ 672,381	\$ 1,257,984	\$ 1,220,581
Addition (Use of)	\$ 167,567	\$ 102,327	\$ 585,603	\$ 644,716	\$ (18,740)
Estimated Carryovers	-	-	-	(682,119)	-
Ending Balance	\$ 570,054	\$ 672,381	\$ 1,257,984	\$ 1,220,581	\$ 1,201,841
Over (Under) Fund Balance Policy				\$ 650,422	\$ 470,636
<i>*Unaudited</i>					

City of Herriman Budget Versus Actual Report - September 2025							
Storm Water Fund Summary							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
	\$ 153,309	\$ 483,966	\$ 1,861,410	\$ 1,377,444	26%	\$ 447,844	108.1%
Expenditures							
Personnel	33,032	105,795	501,920	396,125	21%	104,376	101%
Operating	7,107	48,356	410,000	361,644	12%	56,595	85%
Capital	-	-	4,000	4,000	0%	6,928	0%
Administrative Chargeback	38,085	138,361	550,490	412,129	25%	130,678	106%
Transfers/Contribution to Fund Balance	-	395,000	395,000	-	100%	-	0%
Total Expenditures	\$ 78,224	\$ 687,512	\$ 1,861,410	\$ 1,173,898	37%	\$ 298,577	230.3%
Excess of Revenues Over (Under) Expenditures	\$ 75,085	\$ (203,546)	\$ -			\$ 149,267	

City of Herriman Budget Versus Actual Report - September 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	6,569	39,570	200,000	160,430	20%	61,771	64%
Interest Income	10,202	32,597	36,200	3,603	90%	39,487	83%
Total Revenue	\$ 16,771	\$ 72,167	\$ 236,200	\$ 164,033	31%	\$ 101,258	71%
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	\$ 16,771	\$ 72,167	\$ -			\$ 101,258	

Fund Balance Available (Current Assets Less Current Liabilities)					
	FY2022 (ACFR)	FY2023 (ACFR)	FY2024 (ACFR)	FY2025 (Estimated)*	FY2026 (Budget)
Beginning Balance	\$ -	\$ -	\$ 3,062,527	\$ 2,304,094	\$ 1,380,120
Addition (Use of)	-	3,062,527	(758,433)	567,986	-
Estimated Carryovers	-	-	-	(1,491,960)	-
Ending Balance	\$ -	\$ 3,062,527	\$ 2,304,094	\$ 1,380,120	\$ 1,380,120

City of Herriman Budget Versus Actual Report - September 2025

Storm Water Capital Projects Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Grant - State of Utah	-	31,395	-	(31,395)	0%	-	0%
Interest Income	1,603	4,143	-	(4,143)	0%	-	0%
Transfer from Storm Water Fund	-	395,000	395,000	-	100%	-	0%
Total Revenue	\$ 1,603	\$ 430,538	\$ 395,000	\$ (35,538)	109%	\$ -	0%
Expenditures							
0151-00 Storm Drain Retrofit Projects	221,593	228,909	290,000	61,091	79%	-	0%
Flood Mitigation Grant	-	20,419	-	(20,419)	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	\$ 221,593	\$ 249,328	\$ 395,000	\$ 145,672	63%	\$ -	0%
Excess of Revenues Over (Under) Expenditures	\$ (219,990)	\$ 181,210	\$ -			\$ -	

1 Project is nearly complete as of September 30, 2025 (timing difference).

1
2

City of Herriman Budget Versus Actual Report - September 2025

Benefits Management Fund							
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual YTD	% of Prior Year
Revenue							
Benefits Management Charges	1,203	118,954	163,100	44,146	73%	-	0%
Interest Income	284	1,095	-	(1,095)	0%	-	0%
Total Revenue	\$ 1,487	\$ 120,049	\$ 163,100	\$ 43,051	74%	\$ -	0%
Expenditures							
Claims and Professional Services	15,547	38,324	163,100	124,776	23%	-	0%
Total Expenditures	\$ 15,547	\$ 38,324	\$ 163,100	\$ 124,776	23%	\$ -	0%
Excess of Revenues Over (Under) Expenditures							
	\$ (14,060)	\$ 81,725	\$ -			\$ -	

City of Herriman Budget Versus Actual Report - September 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	-	100%	-	0%
Interest Income	710	3,511	-	(3,511)	0%	-	0%
Total Revenue	\$ 710	\$ 518,971	\$ 515,460	\$ (3,511)	101%	\$ -	0%
Expenditures							
Insurance	-	309,438	323,000	13,562	96%	-	0%
Claims and Professional Services	2,684	7,731	61,000	53,269	13%	-	0%
Contribution to Fund Balance	-	-	131,460	131,460	0%	-	0%
Total Expenditures	\$ 2,684	\$ 317,169	\$ 515,460	\$ 198,291	62%	\$ -	0%
Excess of Revenues Over (Under) Expenditures							
	\$ (1,974)	\$ 201,802	\$ -			\$ -	

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

1

City of Herriman Budget Versus Actual Report - September 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	15,115	52,294	-	(52,294)	0%	48,040	109%	
Penalties	10	142	-	(142)	0%	-	0%	
Connection Fee	-	16,884	-	(16,884)	0%	-	0%	
Interest Income	1,090	3,234	-	(3,234)	0%	4,076	79%	
Total Revenue	\$ 16,215	\$ 72,554	\$ -	\$ (72,554)	0%	\$ 52,116	139%	
Expenditures								
Administration								
Personnel	-	-	-	-	0%	1,634	0%	
Operating	209	607	-	(607)	0%	2,466	25%	
Total Administration	\$ 209	\$ 607	\$ -	\$ (607)	0%	\$ 4,100	15%	
Maintenance								
Personnel	2,130	7,190	-	(7,190)	0%	9,497	76%	
Operating	15,265	23,854	-	(23,854)	0%	-	0%	
Capital	-	-	-	-	0%	-	0%	
Total Maintenance	\$ 17,395	\$ 31,044	\$ -	\$ (31,044)	0%	\$ 9,497	327%	
Total Expenditures	\$ 17,604	\$ 31,651	\$ -	\$ (31,651)	0%	\$ 13,597	233%	
Excess of Revenues Over (Under) Expenditures	\$ (1,389)	\$ 40,903	\$ -					\$ 38,519

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	\$ 300,306

City of Herriman Budget Versus Actual Report - September 2025								
High Country II Water Fund								
	Current Month	YTD Amount	Budget	Remaining Budget	% of Budget	Prior Year Actual	YTD	% of Prior Year
Revenue								
Water Sales	22,693	86,537	-	(86,537)	0%	83,137	104%	
Water Impact Fees	-	-	-	-	0%	(16,884)	0%	
Interest Income	2,446	7,690	-	(7,690)	0%	7,987	96%	
Total Revenue	\$ 25,139	\$ 94,227	\$ -	\$ (94,227)	0%	\$ 74,240	126.9%	
Expenditures								
Personnel	2,522	9,836	-	(9,836)	0%	16,782	59%	
Operating	4,366	20,136	-	(20,136)	0%	33,930	59%	
Capital	-	-	-	-	0%	-	0%	
Total Expenditures	\$ 6,888	\$ 29,972	\$ -	\$ (29,972)	0%	\$ 50,712	59.1%	
Excess of Revenues Over (Under) Expenditures	\$ 18,251	\$ 64,255	\$ -					\$ 23,528

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: **October 27, 2025**

TO: The Honorable Mayor and City Council

FROM: Jackie Nostrom, City Recorder

SUBJECT: **2026 Annual Meeting Schedule**

RECOMMENDATION:

Approval of a resolution to adopt the 2026 annual meeting schedule for Herriman City Council, Planning Commission and Youth Council as outlined in Exhibit A.

ISSUE BEFORE COUNCIL:

Should the Council adopt the annual meeting schedule as presented, or amend as deemed necessary?

ALIGNMENT WITH STRATEGIC PLAN:

CE 2 – Promote Trust in Government

BACKGROUND/SUMMARY:

U.C.A. § 52-4-202 requires all public entities to adopt and publish an Annual Meeting Schedule if the entity holds regular meetings scheduled in advance over the course of a year. U.C.A § 10-3-502 requires cities to hold regular monthly meetings.

Herriman City Code § 1-6-2 requires the Herriman City Council meetings to be held on the second and fourth Wednesdays of each month, unless there is a holiday. The Council may hold the meeting as scheduled, unless otherwise changed by the City Council as the need arises. Regular work sessions are also scheduled accordingly.

DISCUSSION:

Please see the attached Annual Meeting Schedule for calendar year 2026. All meetings will be held on their regular schedule, including work sessions. Emergency Meetings may be held at the

call of two Council Members upon three hours' notice. Other meetings may be held as necessary and will be posted as required with 24-hours minimum notice. The Planning Commission will hold regularly scheduled meetings, including work sessions.

The schedule has anticipated holidays that fall on regular meeting days and have been rescheduled accordingly or cancelled. Specifically, Wednesday, November 11, 2026, falls on Veterans Day and has been rescheduled to Tuesday, November 10, 2026, to maintain compliance with U.C.A § 10-3-502.

ALTERNATIVES:

The Council may schedule, reschedule, or cancel meetings as desired as long as one meeting per month is held.

FISCAL IMPACT:

There is no fiscal impact with adopting an annual meeting schedule.

ATTACHMENTS:

2026 Annual Meeting Schedule

HERRIMAN CITY, UTAH
RESOLUTION NO. R -2025

**A RESOLUTION OF THE CITY COUNCIL OF HERRIMAN CITY, UTAH ADOPTING
AN ANNUAL MEETING SCHEDULE FOR 2026**

WHEREAS, the Utah State Legislature has declared that cities of the third, fourth or fifth class shall hold meetings at least once a month in the Utah State Code §10-3-502

WHEREAS, Herriman City has reached the classification of a third-class city by attainment of a population between 30,000 and 65,000 as defined in the Utah State Code §10-2-301;

WHEREAS, the Herriman City Code §1-6-4(A) requires regular meetings to be held on the second and fourth Wednesdays of each month, unless otherwise changed by the City Council as the need arises. In no case shall any less than one meeting per month be held in accordance with U.C.A. §10-3-502.

WHEREAS, The Utah State Legislature has further required public bodies which hold regular meetings scheduled in advance over the course of a year to give public notice of the annual meeting schedule, and to include the date, time and place of such meetings in Utah State Code §52-4-202.

NOW THEREFORE, BE IT RESOLVED by the City Council of Herriman City, Utah, on this 12th day of November, 2025, to adopt the meeting schedule (“Exhibit A”) as the official City Council, Commission, and Committees meeting schedules for the calendar year 2026;

AND FURTHERMORE, RESOLVE to authorize its publication and posting according to U.C.A. §52-4-202

HERRIMAN CITY

Lorin Palmer, Mayor

ATTEST:

Jackie Nostrom, MMC
City Recorder

HERRIMAN CITY ANNUAL MEETING SCHEDULE FOR 2026

ANNUAL MEETING SCHEDULE FOR THE CITY COUNCIL

PUBLIC NOTICE is hereby given that the 2026 Annual Meeting Schedule of the City Council of Herriman, Utah is as follows:

REGULAR MEETING	DATE
January.....	14 – 28
February.....	11 – 25
March.....	11 – 25
April.....	8 – 22
May.....	13 – 27
June.....	10 – 24
July.....	8
August.....	12 – 26
September.....	9 – 23
October.....	14 – 28
November.....	10
December.....	9

Regular meetings of the City Council are held in the City Hall Council Chambers, 5355 West Herriman Main Street, Herriman, Utah commencing at 7:00 p.m. on the second and fourth Wednesday of each month. Work Meetings begin at 5:30 p.m. in the Fort Herriman Conference Room and are held on the second and fourth Wednesday of each month. Meetings may be cancelled due to holidays or lack of agenda items. Call the City Offices at 801.446.5323 or check www.herriman.gov for more information.

* Joint Meetings with the City Council and the Planning Commission may be held in the City Hall Community Room, 5355 West Herriman Main Street, Herriman, Utah commencing at 6:00 p.m. on the fifth Wednesday of each month as needed.

ANNUAL MEETING SCHEDULE FOR THE COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF HERRIMAN CITY

PUBLIC NOTICE is hereby given that the 2026 Annual Meeting Schedule for the Community Development and Renewal Agency of Herriman, Utah is as follows:

REGULAR MEETING	DATE
May	13 - 27
June.....	10

Regular meetings will convene in the City Hall Council Chambers, 5355 West Herriman Main Street, Herriman, Utah. Other meetings may be held as necessary at the call of the Chair and will be posted as required with a minimum of 24-hours' notice. Call the City Offices at 801.446.5323 or check www.herriman.gov for more information.

ANNUAL MEETING SCHEDULE FOR THE HERRIMAN CITY FIRE SERVICE AREA

ANNUAL MEETING SCHEDULE FOR THE PLANNING COMMISSION

PUBLIC NOTICE is hereby given that the 2026 Annual Meeting Schedule for the Planning Commission is as follows:

REGULAR MEETING	DATE
January.....	7 – 21
February.....	4 – 18
March.....	4 – 18
April.....	1 – 15
May.....	6 – 20
June.....	3
July.....	1 – 15
August.....	5 – 19
September.....	2 – 16
October.....	7 – 21
November.....	4 – 18
December.....	2 – 16

Regular meetings of the Planning Commission are held in the City Hall Council Chambers, 5355 West Herriman Main Street, Herriman, Utah commencing at 7:00 p.m. on the first and third Wednesday of each month. Work Meetings begin at 6:00 p.m. in the Fort Herriman Conference Room. Meetings may be cancelled due to holidays or lack of agenda items. The City Council may periodically attend the Planning Commission meetings. Call Community Development at 801.446.5323 or check www.herriman.gov for more information.

* Joint Meetings with the City Council and the Planning Commission may be held in the City Hall Community Room, 5355 West Herriman Main Street, Herriman, Utah commencing at 6:00 p.m. on the fifth Wednesday of each month as needed.

ANNUAL MEETING SCHEDULE FOR THE HERRIMAN CITY SAFETY ENFORCEMENT AREA

PUBLIC NOTICE is hereby given that the 2026 Annual Meeting Schedule for the Herriman City Safety Enforcement Area is as follows:

REGULAR MEETING	DATE
May	13 - 27
June.....	10

Regular meetings will convene in the City Hall Council Chambers, 5355 West Herriman Main Street, Herriman, Utah. Other meetings may be held as necessary at the call of the Chair and will be posted as required with a minimum of 24-hours' notice. Call the City Offices at 801.446.5323 or check www.herriman.gov for more information.

PUBLIC NOTICE is hereby given that the 2026 Annual Meeting Schedule for the Herriman City Fire Service Area is as follows:

REGULAR MEETING	DATE
May	13 - 27
June.....	10

Regular meetings will convene in the City Hall Council Chambers, 5355 West Herriman Main Street, Herriman, Utah. Other meetings may be held as necessary at the call of the Chair and will be posted as required with a minimum of 24-hours' notice. Call the City Offices at 801.446.5323 or check www.herriman.gov for more information.

ANNUAL MEETING SCEDULE FOR THE YOUTH CITY COUNCIL

PUBLIC NOTICE is hereby given that the 2026 Annual Meeting Schedule of the Youth City Council of Herriman, Utah is as follows:

REGULAR MEETING	DATE
January.....	8
February.....	12
March.....	
April.....	9
May.....	14
June.....	
July.....	
August.....	
September.....	10
October.....	8
November.....	12
December.....	10

Regular meetings of the Youth City Council are held in the City Hall Community Room, 5355 West Herriman Main Street, Herriman, Utah commencing at 4:00 p.m. on the second Thursday of each month. Call the City Offices at 801.446.5323 or check www.herriman.gov for more information.



STAFF REPORT

DATE: October 27, 2025

TO: The Honorable Mayor and City Council

FROM: Jackie Nostrom, City Recorder

SUBJECT: Thomas Butterfield Community Service Scholarship Policy

RECOMMENDATION:

Staff recommends that the City Council formally adopt the Thomas Butterfield Community Service Scholarship Policy to support and recognize youth who demonstrate exceptional community service and leadership within Herriman City.

ISSUE BEFORE COUNCIL:

Should the Council approve a policy to establish the Thomas Butterfield Community Service Scholarship, including eligibility criteria, evaluation procedures, and award distribution guidelines?

ALIGNMENT WITH STRATEGIC PLAN:

CE 4 – Sense of community

BACKGROUND/SUMMARY:

The Thomas Butterfield Community Service Scholarship has been an ongoing program designed to honor youth who have made meaningful contributions to Herriman City through volunteer service. The scholarship provides financial support to selected recipients based on their service impact, leadership, and personal reflection. The program is named in honor of Thomas Butterfield, who was known for his dedication to community service.

DISCUSSION:

The Thomas Butterfield Community Service Scholarship Policy outlines clear eligibility requirements, service hour minimums, and application deadlines. Applicants must be high school seniors or recent graduates (within the last five years).

The scholarship judging will be based on the following criteria: organization and value of the service project, leadership, interview, and an essay. The judging committee will consist of five or more members from the following representatives: City Council, staff, and/or Herriman area schools.

Scholarships will be awarded to the recipients at the discretion of the scholarship committee. Scholarship funds will be awarded to the applicants 529 college savings plan. Recipients will have two years from the award date to submit their 529 savings plan details to receive payment. Failure to complete the necessary steps to claim the scholarship by the stated deadline, will result in the forfeit of the award.

ALTERNATIVES:

The Council may leave the recipient awards as 1st place - \$1,000, 2nd place - \$700, 3rd place - \$500.

The Council could keep the disbursement practice as a check for half of the amount of the scholarship awarded will be issued upon proof of acceptance and registration for the first semester to the university, college, trade school or any institute of higher learning. The second check will be issued in the same manner after proof of acceptance for the second semester, and after maintaining a grade point average of 2.5 or higher.

The Council could also make any changes to the policy, as desired.

FISCAL IMPACT:

Current budgeted amount is \$2,200

ATTACHMENTS:

Thomas Butterfield Community Service Scholarship Policy

Document # LP-	Title: Thomas Butterfield Community Service Scholarship	Print Date: 8/26/2025
Revision #	Prepared By: Angela Hansen, Deputy City Recorder	Date Prepared: 8/6/2025
Effective Date:	Reviewed By:	Date Reviewed:

Purpose: The purpose of the Thomas Butterfield Scholarship policy is to recognize and reward young individuals who demonstrate a strong commitment to serving Herriman City and its residents. By encouraging proactive community involvement and leadership through meaningful service projects. The scholarship aims to foster civic responsibility and personal growth among local youth. It highlights the value of volunteerism and seeks to support those who contribute positively to their community, reinforcing the importance of engaged citizenship and local pride.

Policy: The Thomas Butterfield Scholarship is an annual initiative administered by Herriman City to recognize exemplary youth contributions to the community. Awards allocated by the Herriman City Council through the budget process will be distributed among selected recipients, with allocation determined by the scholarship committee and presented during the respective youth school awards night. Eligible candidates must be Herriman City residents and have completed a minimum of 24 hours of community service. Applicants must be current high school seniors or recent graduates (within five years).

Evaluation is conducted by a panel of city officials and appointed designees, based on service impact, leadership, interview, and essay quality. All application materials including service logs and essays must be submitted to Herriman City by March 1st to ensure eligibility and timely review.

1. Application Eligibility:

- 1.1. Scholarship deadline is March 1st of each year. Applications submitted after March 1st WILL NOT be considered.
- 1.2. Applicant must be a resident of Herriman City for at least 12 months prior to the scholarship due date of March 1st.
- 1.3. Applicants must have performed a minimum of 24 hours of community service for Herriman City, or for the benefit of Herriman City residents. Service hours must be completed within the 12-month period immediately preceding the application deadline.

Service hours must be logged and approved with the signature of an authorized city official to verify service hours.

- 1.4. Service hours accumulated toward fulfilling the Scholarship requirement must be performed specific to this award or in conjunction with the Herriman City Youth Council.
 - 1.4.1. It is the intent of this scholarship to reward the individual for their proactive efforts in seeking service opportunities to benefit Herriman City or its residents.
 - 1.4.2. Service hours performed more than 12 months prior to the due date of the scholarship application do not count toward the Butterfield Scholarship.
 - 1.4.3. Service hours performed in conjunction with other projects, for which pay or compensation was received, or for which a separate award or recognition is available, do not count toward the accumulation of service hours toward the Butterfield Scholarship service requirement (e.g. service hours given to Young Women's or Young Men's projects, Eagle Scout projects, or Miss Herriman Scholarship).
 - 1.4.4. Please contact Herriman City for approval of and ideas for service projects.
- 1.5. Individuals are eligible to apply for the award if, as of the scholarship due date, they are a senior in high school or within the past five years have completed high school graduation requirements and received a high school diploma or equivalent. Individuals may apply for the scholarship as many times as desired within that five-year period for the annual award.

2. Scholarship Judging

- 2.1. The scholarship will be judged on the following criteria:
 - 2.1.1. Organization and value of service performed to Herriman City or residents - 50%
 - 2.1.2. Leadership and ability to delegate and involve others - 20%
 - 2.1.3. Interview - 20%
 - 2.1.4. Essay - 10%
 - 2.1.5. Note: In the event of a high number of applications, at the Scholarship Committee's discretion the interview may be eliminated for applicants determined to be non-finalists.
- 2.2. The judging committee will consist of five or more members:

- 2.2.1. Elected officials: Two City Council representatives.
- 2.2.2. Three designee's assigned by the City Manager.
- 2.2.3. Optional: One or more representatives from a Herriman-area school

3. Scholarship Award Information

- 3.1. The scholarship funds are allocated among the recipients at the discretion of the scholarship committee.
- 3.2. Scholarship Award winners will be notified prior to the award presentation date.
- 3.3. The scholarship recipients are expected to appear in person to receive the award and be recognized at their school awards night.
- 3.4. A check in the amount awarded will be issued to the recipient's institution 529 College Savings plan. The recipients have two years from the date of the award to submit their 529 savings plan details to receive payment. Failure to complete the necessary steps to claim the scholarship by the stated deadline, will result in the forfeit of the award.
- 3.5. Submit application, log sheet, and essays by March 1st to:
Herriman City
Attention: Thomas Butterfield Scholarship
5355 W Herriman Main Street, Herriman, UT 84096
- 3.6. You will be contacted for an interview.
- 3.7. Additional sheets of paper may be used with this application.

Attachments:

1. Thomas Butterfield Community Service Scholarship Application
2. Thomas Butterfield Community Service Scholarship Service Hours Log
3. Disbursement Application for Scholarship Award

References:

Form #	Record/Form/Activity Name	Satisfies Clause
Required by Standard		
XXXXX	Record	
Other Forms/Records		
XXXXX	Record	
XXXXX	Record	
XXXXX	Record	

Thomas Butterfield Community Service Scholarship Application

Name: _____

Full Address: _____

Home Phone: _____ Cell Phone: _____ Email: _____

Age: _____ Have you graduated from high school? _____

Date or anticipated date of receipt of high school diploma: _____

How long have you lived in Herriman?: _____

Name of university, college or institution of higher learning where you will be attending:

Name of Parents or Legal Guardian: _____ Email: _____

Address and phone of parents or legal guardian: _____

Description of project: _____

Date(s) of completion of service project(s): _____

Hours spent on service project: _____

Describe how your service has benefited Herriman City or Herriman residents:

Explain how this service project has benefited you:

I affirm that I am eligible for the Thomas Butterfield Scholarship as outlined in the Application Eligibility section above, and that I completed the service hours as required.

Signature of Applicant

Date

Signature of Parent or Guardian, if under 18

Date

Thomas Butterfield Community Service Scholarship Service Hours Log

Name: _____

ServiceProject: _____

Additional sheets of paper may be used for the Service Hours Log.

Signature of Applicant

Date

Signature of City Employee or Official

Date



Disbursement for Scholarship Award
Herriman City

Name: _____

Address: _____

Telephone/Cell Phone: _____

Email: _____

Scholarship you are requesting disbursement for: _____

Year scholarship was awarded: _____ Amount of scholarship: _____

Thomas Butterfield Scholarship:

Scholarship Awarded: _____

Institution of 529 savings plan: _____

Account Number/Name: _____

Youth Council Recognition Award:

— Years of Service

Institution of 529 savings plan: _____

Account Number/Name: _____

Signature of applicant: _____



STAFF REPORT

DATE: October 21, 2025

TO: The Honorable Mayor and City Council

FROM: Jackie Nostrom, City Recorder

SUBJECT: Youth Council Advisor Policy

RECOMMENDATION:

Staff recommends that the City Council formally adopt Youth Council Advisor Policy to ensure compliance with Utah Code §80-8-201 and to establish clear expectations for adult advisors to the Herriman City Youth Council.

ISSUE BEFORE COUNCIL:

Should the Council adopt a policy governing the appointment, responsibilities, and legal compliance of adult advisors to the Herriman City Youth Council?

ALIGNMENT WITH STRATEGIC PLAN:

CE 4 – Sense of community

BACKGROUND/SUMMARY:

The Herriman City Youth Council provides youth with opportunities to engage in civic service, leadership development, and community involvement. In response to SB 158 passed during the 2024 Legislative Session, cities are required to implement legal and safety standards for adults working with youth. This policy outlines advisor eligibility, background check requirements, training obligations, among other responsibilities.

DISCUSSION:

The Youth Council Advisor Policy establishes a clear framework for the eligibility and responsibilities of adult advisors to the Herriman City Youth Council. Advisors will include appointment of a City Council representative along with staff appointed by the City Manager or designee.

To ensure compliance with SB 158, all advisors must undergo criminal background checks and complete annual training in youth safety for working with minors. Responsibilities include supervising Youth Council activities, maintaining safety and legal compliance, mentoring youth, and serving as a liaison between the Youth Council and City Council/City Administration.

ALTERNATIVES:

1. The Council may request changes to the policy and be brought back for further consideration.
2. The Council may decline to adopt a policy and continue operating without formal guidelines.

FISCAL IMPACT:

Background checks and training will have minimal fiscal impact to the budget and will be absorbed within approved budgets.

ATTACHMENTS:

Youth Council Advisor Policy

Document #	Title: Youth Council Advisor Policy	Print Date:
Revision #	Prepared By: Angela Hansen, Deputy City Recorder	Date Prepared: 6/10/2025
Effective Date:	Reviewed By:	Date Reviewed:

Purpose: This policy outlines the responsibilities, expectations, and legal requirements for adult advisors to the Herriman City Youth Council (HCYC), ensuring compliance with Utah Code §80-8-201 as enacted by SB0158 (2024 General Session). Advisors play a critical role in mentoring youth, overseeing activities, and maintaining a safe, lawful, and enriching environment.

Policy:

1. Advisor Appointments

1.1. Composition: HCYC is overseen by adult advisors:

1.1.1. Appointment by the Council

1.1.2. Appointment by the City Manager

1.2. Eligibility: Advisor roles may be filled by a City Councilmember, City employee, community member, or parent volunteer, as deemed appropriate by the appointing authority.

1.3. Term: Advisor terms are indefinite and may continue as long as deemed appropriate by the City Council or City Manager. Advisors may be reappointed or replaced at any time.

2. Background Checks and Legal Compliance

In compliance with Utah SB0158:

2.1. Criminal Background Check: All advisors must successfully complete a background check as a condition of their role.

2.2. Disqualifying Offenses: Advisors may not serve if they have been convicted of certain crimes, as outlined in Utah Code §53-29-202

2.3. Written Certification: The city will maintain written documentation confirming that all advisors have met statutory requirements before beginning service.

3. Training Requirements

In compliance with Utah SB0158:

3.1. Advisors will receive training in:

- 3.1.1.** Youth safety and protection best practices.
- 3.1.2.** Mandatory reporting obligations for suspected abuse or inappropriate conduct.
- 3.1.3.** City policies for working with minors, including social media, communication, and transportation guidelines.

4. General Responsibilities

- 4.1.** Supervise all official HCYC meetings, service events, and off-site activities.
- 4.2.** Ensure all activities are conducted in a safe and lawful manner.
- 4.3.** Serve as liaison between youth members and City administration.
- 4.4.** Support planning and execution of civic engagement, service projects, and leadership development.
- 4.5.** Maintain accurate attendance and participation records.
- 4.6.** Reference and uphold the official Herriman City Youth Council Charter, ensuring that members and activities operate within the charter's guidelines.
- 4.7.** Provide leadership guidance and mentorship without influencing political or religious views.

5. Reporting and Oversight

- 5.1.** Advisors must immediately report any concerns, misconduct, or violations of policy to the City Manager's Office or designee.
- 5.2.** The City retains the right to remove any advisor for failure to comply with this policy or for conduct deemed detrimental to the Youth Council or the City.

References:

Form #	Record/Form/Activity Name	Satisfies Clause
Required by Standard		
XXXXX	Record	

Form #	Record/Form/Activity Name	Satisfies Clause
Other Forms/Records		
XXXXX	Record	
XXXXX	Record	
XXXXX	Record	



STAFF REPORT

DATE: 10/29/2025

TO: The Honorable Mayor and City Council

FROM: Justun Edwards, Director of Public Works

SUBJECT: CDBG Subrecipient Agreement Project Year 2025

RECOMMENDATION:

Staff recommends approval of the CDBG Subrecipient Agreement with Salt Lake County for project year 2025.

ISSUE BEFORE COUNCIL:

Should the City Council approve the CDBG Subrecipient Agreement with Salt Lake County?

ALIGNMENT WITH STRATEGIC PLAN:

ES 4- Regional relationships and planning

CE 4- Sense of community

BACKGROUND/SUMMARY:

In September of 2023, Herriman and Salt Lake County executed an Interlocal Agreement for Salt Lake County to administer the Federal CDGB funds allocated to Herriman City. With Herriman's CDBG funds being administered through Salt Lake County, the Subrecipient Agreement outlines the amount of funds allocated to a specified project and sets the terms and conditions in which the funds may be spent and adherence to federal funding requirements.

DISCUSSION:

This Subrecipient Agreement is to carry on the Herriman Community Center remodel project using the CDGB federal funds that were allocated July 1, 2025, for project year 2025 in the amount of \$127,530.00.

ALTERNATIVES:

- Approve Subrecipient Agreement (**Recommended**)
- Reject Subrecipient Agreement and relinquish the CDBG funds for PY2025

FISCAL IMPACT:

This is a reimbursement grant. The city will submit pay requests to Salt Lake County for work completed and be reimbursed for actual funds spent.

Grant amount: \$127,530.00

HERRIMAN, UTAH
RESOLUTION NO. R45-2023

A RESOLUTION TO ENTER AN SUBRECIPIENT AGREEMENT WITH SALT LAKE COUNTY RELATING TO THE DISTRIBUTION OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR PROJECT YEAR 2025

WHEREAS, the Herriman City Council (the “*Council*”) met in a regular session on November 12, 2025, to consider, among other things, the approval of an Subrecipient Agreement with Salt Lake County (the “*County*”) to provide federally required administrative services and distribution for Community Development Block Grant (“CDBG”) Program funds received from the U.S. Department of Housing and Urban Development (“HUD”) on behalf of Herriman City during the Salt Lake County project year 2025; and

WHEREAS, an CDBG Subrecipient Agreement has been prepared for approval and execution by and between Herriman City and Salt Lake County, a copy of which is attached hereto as Exhibit A, which states the duties, responsibilities, and obligations of both parties in the conduct and administration of the CDBG program for the Salt Lake County project year 2025; and

WHEREAS, under the Utah Interlocal Cooperation Act, Utah Code Annotated, 11-13101 et seq. (2020), any two or more public agencies may enter into agreements with one another for joint or cooperative action and may also contract with each other to perform any governmental service activity or taking which each public agency entering into the contract is authorized by law to perform.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the attached CDBG Subrecipient Agreement between Herriman City and Salt Lake County relating to the conduct of the CDBG Program is hereby approved by the Council, and the Mayor is hereby authorized to execute the same on behalf of Herriman City.

PASSED AND APPROVED this 12th day of November 2025.

HERRIMAN CITY COUNCIL

By: _____
Mayor Lorin Palmer

ATTEST:

Jackie Nostrom, MMC
City

Recorder

EXHIBIT A
CDBG SUBRECIPIENT AGREEMENT

CDBG SUBRECIPIENT AGREEMENT
Between
SALT LAKE COUNTY
And
HERRIMAN CITY

THIS SUBRECIPIENT AGREEMENT (“Agreement”), is between Salt Lake County, a body corporate and politic of the State of Utah, with its address located at 2001 South State Street, Salt Lake City, Utah 84190 (“County”), and Herriman City, a municipal corporation of the State of Utah, with its business address located at 5355 West Main Street, Herriman, Utah 84096 (“Subrecipient”), UEI Number: D557LBQ1LEY7. County and Subrecipient may be referred to jointly as the “Parties” and individually as a “Party.”

RECITALS

WHEREAS, Salt Lake County has entered into a grant agreement (the “Grant Agreement”) with the United States Department of Housing and Urban Development (“HUD”) for formula grant disbursement to conduct the Community Development Block Grant program (“CDBG”) pursuant to Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended; 42 U.S.C. 5301 et seq. and subject to the rules and regulations, promulgated by HUD governing the conduct of Community Development Block Grant program, but not limited to, Title 24, Part 570 of the Code of Federal Regulations (“CFR”) (the “Rules and Regulations”); and the applicable provisions of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the “Super Circular”).

WHEREAS, In response to the County Request for Grant Applications (“RFA”), Subrecipient submitted an application outlining the planned use of these awarded funds to carry out the Herriman Community Center Rehab (“Project”). This project includes the retrofit of existing heating, ventilation, and air conditioning systems, removing walls to facilitate larger rooms for classes and gatherings, installation and finishing of new walls and ceilings, replacement of flooring, installation of new ADA ramp to improve accessibility, and replacing outdated electrical and lighting fixtures in order to prepare for future classes, programs, and services in a public facility for youth, adults, and senior citizens.

WHEREAS, based on recommendations made by the Citizen Advisory Committee, the Mayor of Salt Lake County approved the sub-grant of funds described in this Agreement to be used for eligible CDBG activities.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound, covenant and agree as follows:

1. **INCORPORATION BY REFERENCE**

a. The Recitals stated above are incorporated herein and made a material part of this Agreement by this reference.

2. **SUBAWARD INFORMATION**

- a. The following information is provided pursuant to 2 CFR 200.332(a)(1):
 - i. Subrecipient Unique Entity Identifier (UEI) Number: D557LBQ1LEY7
 - ii. Federal Award Identification No (FAIN): B25UC490001
 - iii. Federal Award Date: 07/01/2025
 - iv. Amount of Federal Funds Obligated to Subrecipient by this Agreement: One Hundred Twenty-Seven Thousand Five Hundred Thirty Dollars (\$127,530.00).
 - v. Total Amount of Federal Funds Obligated to Subrecipient by County, including current obligation: One Hundred Twenty-Seven Thousand Five Hundred Thirty Dollars (\$127,530.00).
 - vi. Total Amount of the Federal Awards committed to Subrecipient: One Hundred Twenty-Seven Thousand Five Hundred Thirty Dollars (\$127,530.00).
 - vii. CFDA # 14.218
 - viii. CFDA Program: Community Development Block Grant
 - ix. Is Award Research and Development: No
 - x. Indirect Cost Rate for Federal Award for County: N/A

3. **SUBRECIPIENT'S CONTACT PERSON**

- a. Subrecipient Contact Person: Nathan Cherpesci, City Manager.

4. **PROJECT(S) STATEMENT OF WORK**

- a. Project name: Herriman Community Center
- b. Project Location: 13011 S Pioneer Street, Herriman, UT 84096.
- c. Total project cost: \$510,136.00
- d. CDBG Funding will pay for contracted services, including architect, engineering, and or design costs, project management and oversight expenses, including labor, materials, and supplies.

5. **FUNDING AMOUNT**

- a. Total Agreement amount of One Hundred Twenty-Seven Thousand Five Hundred Thirty Dollars (\$127,530.00).

6. **PERIOD OF PERFORMANCE**

- a. Period of performance begins **07/01/2025**
- b. Period of performance terminates **12/31/2026**
- c. Agreement expires as of **02/28/2027**

7. **DOCUMENTS INCORPORATED INTO THIS GRANT AND ATTACHED**

ATTACHMENT A: General Terms and Conditions

ATTACHMENT B: Project Statement of Work

ATTACHMENT C: Project Budget

Any conflicts between Attachment A and other attachments will be resolved in favor of Attachment A.

8. DOCUMENTS INCORPORATED INTO THIS GRANT BY REFERENCE BUT NOT ATTACHED

- a. All other governmental laws, regulations, or actions applicable to the services authorized by this Agreement.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be approved by its governing body or board and to be duly executed on the following dates:

HERRIMAN CITY

By: _____

Title: _____

Date: _____

SALT LAKE COUNTY

By: _____

S
Date: _____

Division Approval: _____

By: _____
Director or Designee

The individual signing above hereby represents and that they are duly authorized to execute and deliver this Agreement on behalf of the Subrecipient by authority of law, and that this Agreement is binding upon Subrecipient. A person who makes a false representation of authority may be subject to criminal prosecution under Utah Code § 76-8-504.

Reviewed and Approved as to Form and Legality:

Melanie Mitchell
Senior Deputy District Attorney
Salt Lake County

**ATTACHMENT A:
GENERAL TERMS AND CONDITIONS**

1. Project Responsibility. County's Division of Housing and Community Development ("HCD") is hereby designated as the representative of County regarding all CDBG Project matters and shall be responsible for the overall administration and management of that program and the manner in which the activities or projects described herein are conducted. County will monitor the performance of Subrecipient against goals and performance standards required in Attachment B - Statement of Work. Substandard performance as determined by County will constitute non-compliance with the agreement. If action to correct such substandard performance is not taken by Subrecipient within a reasonable period of time after being notified by County, suspension or termination procedures will be initiated which may result in withdrawal or termination of funding.

2. Project Budget.

a. A budget ("Budget(s)") must be prepared for each of the Projects subject to this Agreement and submitted to County for review prior to the start of each of the Project(s). These Budgets must be approved by County and be attached to this Agreement when executed. The Project(s) shall be identified in Attachment C, with a sub-attachment number, if appropriate, for each Project. Each of the Budget(s) shall be prepared in a format that is acceptable to County and, in general, shall list the major cost elements of the Project with the estimated cost of each of those elements equaling in sum total the fixed total project cost to be paid or reimbursed to Subrecipient for that Project.

b. Subrecipient shall adhere to the requirements of the Budget(s) as approved by County but is not precluded from making changes in the amounts budgeted for the major cost elements within the Budget(s) or between Project Budgets as such changes become necessary. All changes however, within the Budget(s), shall be reported to County in a timely manner for acceptance and approval. All proposed changes in the total amount of any of the Budget(s) under this Agreement that would increase or decrease the total amount of funding specified in Paragraph 6(A), or result in a change in the scope, location or beneficiaries of the Project, shall be submitted to County for prior approval and must be formally authorized by a written amendment to this Agreement in accordance with the provisions of Paragraph 8.

3. Eligible Costs. All costs which are incurred on any of the Project(s) by Subrecipient during the period of performance of this Agreement and which have been determined by County to be appropriate and allowable costs of the Project(s) shall be eligible for reimbursement and payment hereunder.

4. Extension Periods. This Agreement may be extended by written amendment at County's sole option.

5. Time is of the Essence. All performance of this Agreement shall be undertaken and completed by the Subrecipient in an expeditious manner and shall not extend beyond the end of the contract expiration date unless this Agreement is extended by amendment.

6. Funding Amount.

a. Subject to the requirements of this Agreement, County will fund the Subrecipient for the full performance of this Agreement and the actual conduct of the Project(s) specified herein undertaken by Subrecipient. This is a fixed ceiling amount and shall not be considered as an “estimate-of-cost,” “percentage-of-cost” or any kind of “cost-plus” sum, price, or amount. In addition, as used in this Agreement, unless the context indicates otherwise, the words “expend,” “expended” and “expenditure” shall include all amounts obligated or committed by Subrecipient by written agreement (including unilateral purchase orders) for expenditure on the Project(s).

b. Subrecipient must make a concerted, good-faith effort to expend the total subgrant within the Period of Performance. Subrecipient costs and expenditures, however, shall not exceed the total funding amount. County shall not be liable for or reimburse Subrecipient for any extra costs or overruns on the Project(s) or any additional funding in excess of the total amount stated in this Agreement without prior written amendment.

c. In the event the full funding amount to be paid or reimbursed hereunder by County is not expended by Subrecipient for project costs as specified in Attachment C by the end of the contract expiration date, as that period may have been extended or otherwise changed, Subrecipient shall refund, release or transfer any unexpended amount back to County within thirty (30) days. Any project funds held by County at the end of the Period of Performance or refunded, released or transferred to County shall be reallocated by County. Subrecipient shall be eligible to apply for these funds but shall have no greater priority than any other applicant.

d. In the event that congressional action, HUD rules and regulations, or other lawful directive modifies or reduces the funds and/or services obligated under this Agreement, Subrecipient shall, upon notice from County, immediately modify or reduce the scope of work or cease expenditures hereunder as directed by Congress, HUD, County or other lawful directive.

e. Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

7. Methods of Disbursement.

a. Subrecipient may request disbursement from County of that part of the funding amount relating to a particular Project, either on the basis of a lump sum reimbursement of the Project costs upon completion or on the basis of periodic reimbursement payments during the course of a Project as the funds for that Project are expended.

b. A request by Subrecipient for either a lump sum or for periodic reimbursement payments on a Project shall be in a form and content as prescribed by County and shall be submitted to County for review and for a determination of eligibility for payment. Upon approval by County, that division will submit the request to the appropriate County offices and divisions for processing and payment. Requests for periodic payments shall be supported and documented as required by County on the basis of costs actually incurred by Subrecipient on a Project during the period for which payment is requested.

c. Prepayment of the funds or a partial advance of funds to Subrecipient for a Project may

be made by County if the nature of the Project or unusual circumstances justify such payment. Any prepayment or advance payment made hereunder must be justified in writing by Subrecipient and must be pre-approved and authorized by County. With the exception of certain advances, payments will be made for eligible expenses actually incurred by Subrecipient, and are not to exceed actual cash requirements. Payments will be adjusted by County in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, County reserves the right to liquidate funds available under this Agreement for costs incurred by County on behalf of Subrecipient.

d. Expenditures under this Agreement, whether or not prepaid, determined by County or HUD to be ineligible for reimbursement or which are inadequately documented will upon written request be immediately refunded to County by Subrecipient.

e. No requests for reimbursement or other payments under this Agreement due to cost overruns of any kind on the Project(s) shall be approved, allowed, or paid by County unless the amount requested has been approved by a written amendment.

8. Amendments.

a. Either of the Parties may request amendments to any of the provisions of this Agreement at any time during the period of performance but no amendment shall be made or performed until it has been mutually agreed to by the Parties. All amendments shall be authorized by a duly executed modification of this Agreement prior to any work being done, except that, extensions of time amendments in the Period of Performance and contract expiration date may be authorized and given by County as provided below.

b. County may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the purpose, the scope of services, the location, or beneficiaries of the Project(s) to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both County and Subrecipient.

9. Consultation and Technical Assistance. County will be available to provide technical assistance upon written request of the Subrecipient or as County deems necessary for improved Program operation.

10. Additional Requirements.

a. Compliance.

i. Subrecipient agrees to comply with the requirements of the CDBG Program regulations found at 24 CFR Part 570, including Subpart K of these regulations, and all incorporated and related federal regulations, statutes, policies, and directives, as applicable. Notwithstanding the foregoing, (1) the Subrecipient does not assume any of County's environmental responsibilities under 24 CFR 570.604 and (2) the Subrecipient does not assume any of the County's responsibilities for initiating the review process under the provisions of 24 CFR Part 52.

ii. In accordance with the applicable statutes and the regulations governing

the consolidated plan regulations and this Agreement, the Subrecipient will abide by the applicable certifications found at:

<https://www.hudexchange.info/resource/2396/consolidated-plan-certifications-state-and-non-state/>

b. Independent Contractor. The relationship of County and Subrecipient under this Agreement shall be that of an independent contractor status. Each Party shall have the entire responsibility to discharge all of the obligations of an independent contractor under federal, state and local law, including but not limited to, those obligations relating to employee supervision, benefits and wages; taxes; unemployment compensation and insurance; social security; worker's compensation; disability pensions and tax withholdings, including the filing of all returns and reports and the payment of all taxes, assessments and contributions and other sums required of an independent contractor. Nothing contained in this Agreement shall be construed to create the relationship between County and Subrecipient of employer and employee, partners or joint venturers. The Parties agree that Subrecipient's obligations under this Agreement are solely to the County. This Agreement shall not confer any rights to third parties unless otherwise expressly provided for under this Agreement.

c. Licensing. Subrecipient will obtain all licenses, permits and/or certificates required by federal, state, and local government statutes, laws, ordinances and/or regulations required by every governmental jurisdiction in which the Program is provided for the duration of this Agreement. Subrecipient shall have said licenses, permits, and certificates available during normal business hours for inspection by County.

d. Indemnification. Subrecipient agrees to indemnify, defend and hold harmless County, its officers, agents and employees from and against any and all actual or threatened losses, damages, injuries, liabilities and claims, of, to or by third parties, including Subrecipient, its subcontractors, or the employees of either, including claims for personal injury, death, or damage to personal property or profits and liens of workers and material suppliers, however allegedly caused, resulting directly or indirectly from, or arising out of, Subrecipient's breach of this Agreement or any negligent or intentional acts or omission of or by Subrecipient's employees, agents, representatives, officers, employees or subcontractors in connection with the performance of this Agreement.

e. Insurance for contracts over Fifty Thousand Dollars (\$50,000.00) and all Facility Improvement Projects. Subrecipient shall, at its sole cost and expense, secure and maintain during the term of this Agreement, including all renewal or additional terms, the following minimum insurance coverage:

i. General Insurance Requirements for All Policies.

1. Any insurance coverage required herein that is written on a "claims made" form rather than on an "occurrence" form shall (i) provide full prior acts coverage or have a retroactive date effective before the date of this Agreement and (ii) be maintained for a period of at least three (3) years following the end of the term of this Agreement or contain a comparable "extended discovery" clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to County.

2. All policies of insurance shall be issued by insurance companies licensed to do business in the State of Utah and either:

a. Currently rated A- or better by A.M. Best Company; (1A) for construction contracts only, the insurer must also have an A.M. Best Company financial size category rating of not less than VII.

—OR—

b. Listed in the United States Treasury Department's current listing of Approved Sureties (Department Circular 570), as amended.

ii. Subrecipient shall furnish certificates of insurance, acceptable to County, verifying compliance with the insurance requirements herein prior to the execution of this Agreement. Subrecipient shall also provide updated certificates of insurance on or before the anniversary date of any of the evidenced policies throughout the life of this Agreement.

iii. In the event any work is subcontracted, Subrecipient shall require its subcontractor, at no cost to County, to secure and maintain all minimum insurance coverages required of Subrecipient hereunder.

iv. Subrecipient's insurance policies shall be primary and non-contributory to any other coverage available to County. The workers' compensation, general liability, and auto liability policies shall be endorsed with a waiver of subrogation in favor of County.

v. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, Subrecipient shall provide a new certificate of insurance within thirty (30) days after being notified thereof in writing by County, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable to County.

vi. All required certificates and policies shall provide that coverage thereunder shall not be canceled or modified without providing thirty (30) days prior written notice to County in a manner approved by the County District Attorney.

vii. In the event Subrecipient fails to maintain and keep in force any insurance policies as required herein, County shall have the right at its sole discretion to obtain such coverage and reduce payments to Subrecipient for the costs of said insurance.

f. **Required Insurance Policies.** Subrecipient agrees to secure and maintain the following required policies of insurance in accordance with the general insurance requirements set forth in the preceding subsection:

i. Workers' compensation and employer's liability insurance sufficient to cover

all of Subrecipient's employees unless a waiver of coverage is allowed and acquired pursuant to Utah law. This requirement includes contractors who are doing business as an individual and/or as a sole proprietor as well as corporations, limited liability companies, joint ventures and partnerships. In the event any work is subcontracted, Subrecipient shall require its subcontractor(s) similarly to provide workers' compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law. (County is not to be an additional insured under Subrecipient's workers' compensation insurance).

ii. Commercial general liability insurance, on an occurrence form, naming County as an additional insured, in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence with a Two Million Dollars (\$2,000,000.00) general policy aggregate and Two Million Dollars (\$2,000,000.00) products completed operations policy aggregate. The policy shall protect County, Subrecipient and any subcontractor from claims for damages for personal injury, including accidental death and from claims for property damage that may arise from Subrecipient's operations under this Agreement, whether performed by Subrecipient itself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors and completed operations. The policy shall be primary and not contributing to any other policy or coverage available to County whether such coverage be primary, contributing, or excess.

iii. Professional liability insurance with a minimum policy limit of One Million Dollars (\$1,000,000.00) per occurrence. (County is not to be an additional insured for professional liability insurance).

iv. If Subrecipient will be operating a vehicle in connection with any services rendered under this Agreement, regardless of the amount provided in the Agreement, Commercial automobile liability insurance that provides coverage for owned, hired and non-owned automobiles, in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence.

—OR IF THERE WILL NOT BE ANY VEHICLE OPERATIONS—

v. Subrecipient shall not operate a vehicle in connection with any services rendered under this Agreement. Inasmuch as Subrecipient agrees not to operate a vehicle in connection with services rendered under this Agreement, County shall not require Subrecipient to provide commercial automobile liability insurance.

g. **Bond Requirements.** If the Project(s) involves construction or rehabilitation costing Twenty-Five Thousand Dollars (\$25,000.00) or more, Subrecipient shall require that contractors furnish, at the contractors' expense, a separate performance bond and a labor and materials bond, each for an amount not less than one hundred percent (100%) of the contract price, or such other assurances as approved in writing by County. If required, the bonds shall be issued by a qualified corporate surety licensed to transact business in Utah. If at any time during performance of the work, the surety on the bonds shall be disqualified from doing business in Utah, or shall become insolvent

or otherwise impaired, contractors shall furnish bonds from an alternate surety acceptable to County and Subrecipient. The bonds shall remain in effect until completion of the Project(s) including completion of all warranty and guaranty work and shall be delivered to County prior to the commencement of any work. Subrecipient shall secure an increase in the bonds in an amount equal to the cost of any additional work authorized pursuant to a duly executed change order or amendment to this Agreement.

h. **Grantor Recognition.** Subrecipient shall insure recognition of the role of HUD in providing services through this Agreement. All activities, facilities, and items funded under this Agreement shall be prominently labeled as to funding source. In addition, Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

i. **Suspension or Termination.** Either Party may terminate this Agreement for convenience at any time, as set forth at 2 CFR Sections 339 and 340, by giving thirty (30) days written notice to the other Party of such termination. Partial terminations of the Project(s) identified in this Agreement may only be undertaken with the prior approval of County. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by Subrecipient under this Agreement shall, at the option of County, become the property of County, and Subrecipient shall be entitled to receive just and equitable compensations for any satisfactory work completed on such documents or materials prior to the termination. County may also suspend or terminate this Agreement, in whole or in part, in accordance with the provisions of 2 CFR Sections 338 - 342, if Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and County may declare Subrecipient ineligible for any further participation in County's contracts, in addition to other remedies as provided by law.

j. **Build America Buy America-** Build America, Buy America Act. The Build America, Buy America Act ("BABA") (Pub. L. No. 117-58, §§ 70901-52) enacted as part of the Infrastructure Investment and Jobs Act ("IIJA") (Pub. L. 117-58) on November 15, 2021, established a domestic content procurement preference for all Federal financial assistance obligated for infrastructure projects after May 14, 2022. Recipients of an award of Federal financial assistance from a program for infrastructure may not use funds provided under this award for a project for infrastructure unless:

- i. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- ii. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than fifty-five percent (55%) of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United

States—this means that all manufacturing processes for the construction material occurred in the United States.

iii. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. When necessary, Subrecipients may apply for, and HUD may grant, a waiver from these requirements. Subrecipient may request information from County on the process for requesting a waiver from these requirements.

11. Administrative Requirements.

a. **Uniform Requirements.** The Subrecipient and its agencies or instrumentalities and subrecipients shall comply with applicable uniform administrative requirements, cost principles, and audit requirements as described in 2 CFR Part 200 and as modified by 24 CFR § 570.502. The Super Circular supersedes and consolidates the requirements from OMB Circulars A-21, A-50, A-87, A-89, A-102, A-110, A-122, and A-13.

b. **Financial Management.** Subrecipient agrees to comply with the standards for financial and program management in accordance with 2 CFR Part 200, Subpart D and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

c. **Cost Principles.** Subrecipient, as specified in 24 CFR § 570.502(a), shall administer its program in conformance with 2 CFR Part 200, Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

12. Documentation and Record-Keeping.

a. **Records to be Maintained.** Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR § 570.506, pertinent to the activities to be funded under this Agreement.

b. **Retention.** Records shall be retained for the periods set forth at 24 CFR § 570.502(a)(7)(ii) and 2 CFR § 200.333. The retention period for individual CDBG activities shall be the longer of three (3) years after the expiration/termination of the agreement or after the submission of the annual performance and evaluation report in which the specific activity is reported on for the final time by County. Records subject to reversion of assets or change or use provisions must be maintained for as long as those provisions continue to apply to the activity. Records of outstanding loan balances or other receivables or contingent liabilities must be retained until such receivables or liabilities have been satisfied. Records for non-expendable property acquired with funds under this Agreement shall be retained for three (3) years after final disposition of such property. Records for any displaced person must be kept for three (3) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that

involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.

c. **Client Data.** Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to County monitors or their designees for review upon request.

d. **Disclosure.** Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of County's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited without lawful court order unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

e. **Property Records.** The Subrecipient shall maintain real property inventory records, which clearly identify properties purchased, improved, or sold. Subrecipient will adhere to 2 CFR § 200.329, which requires annual reporting of real property for which there is a Federal interest. If the Federal interest extends beyond fifteen (15) years the reporting periods are multi-year reporting periods.

13. Close-Outs. Subrecipient's obligation to County shall not end until all close-out requirements, which are set forth at 2 CFR § 200.343, are completed. Activities during this close-out period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to County), and determining the custodianship of records.

14. Audits & Inspections. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to County, grantor agency, their designees or the federal government, at any time during normal business hours, as often as County or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Subrecipient within a time period as agreed upon by County and Subrecipient after receipt by Subrecipient. Failure of Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments or refunding of payments to County. Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning Subrecipient audits and, as applicable, 2 CFR Part 200, Subpart F.

15. Program Income.

a. All program income, as defined at 24 CFR § 570.500(a), will be returned to County immediately upon being earned. Program income is defined in § 570.500(a) of the Rules and Regulations as gross income received by Subrecipient which is directly generated from the use of the CDBG funds provided hereunder, except as specifically excluded under 24 CFR § 570.500(a)(4).

b. Any program income in possession of Subrecipient that has not been returned to County when this Agreement expires or is terminated or is received by Subrecipient after this

Agreement expires or is terminated, shall be transferred or paid to County in accordance with the provisions contained herein, referred to as “Reversion of Assets”.

16. Indirect Costs. Indirect costs may be charged if Subrecipient develops an indirect cost allocation plan, prepared in accordance with 2 CFR Part 200, Subpart E, for determining the appropriate Subrecipient’s share of administrative costs and shall submit such plan to County for approval.

17. Progress Reports. During the actual conduct of the Project, Subrecipient shall prepare and submit to County every three (3) months, or as otherwise outlined in Attachment B: Project Statement of Work, a detailed project status report. The report format shall be as approved by County but must show, at a minimum, the current performance status of the Project being reported, the costs and contractual commitments incurred to date that have been charged to that project, information relating to the HUD performance indicators.

18. Reversion of Assets. As provided in 24 CFR § 570.503(b)(7), upon the expiration or termination of this Agreement, Subrecipient shall release to County any unexpended CDBG funds provided under this Agreement, all program income in its possession which it has not returned to County, and any accounts receivable attributable to the use of CDBG funds provided under this Agreement. Any real property in the control of Subrecipient that was acquired or improved with CDBG funds provided under this Agreement shall be managed in compliance with County’s policy regarding the use of CDBG-assisted real property, as follows:

a. **Acquired with CDBG Funds.** All property acquired by Subrecipient in whole or in part with CDBG funds must be used for a period of fifteen (15) years following the expiration or termination of this Agreement to meet one of the national objectives, found at 24 CFR § 570.208, of benefiting low- and moderate-income persons; aiding in the prevention or elimination of slums and blight; or meeting community development needs having a particular urgency. A deed restriction will be recorded against any property acquired with funds allocated by this Agreement. Subrecipient agrees to have this deed restriction in place prior to or in conjunction with expenditure of funds provided by this Agreement.

b. **Improved with CDBG Funds.** All property improved in whole or in part with CDBG funds must be used by Subrecipient to meet one of the national objectives found at 24 CFR § 570.208 in accordance with the following timetable:

i. All properties receiving improvement funds below Two Hundred Thousand Dollars (\$200,000.00) must be used for eligible activities for five (5) years;

ii. All properties receiving improvement funds of Two Hundred Thousand Dollars (\$200,000.00) or more must be used for eligible activities for fifteen (15) years;

iii. A deed restriction will be recorded against any property improved with funds allocated by this Agreement. Subrecipient agrees to have this deed restriction in place prior to or in conjunction with expenditure of funds provided by this Agreement.

c. The County will not consider a change of use of the Project during the timeline outlined above

d. The threshold amounts set forth in Subparagraph b. above are cumulative, based on the total CDBG funding provided to Subrecipient in this Agreement for acquisition or improvement of real property, plus any previous or subsequent CDBG funding provided by County to acquire or improve said real property.

19. Procurement. Subrecipient shall procure all materials, property, or services in accordance with the Procurement Standards of 2 CFR Part 200, Subpart D, except to the extent that the County's Purchasing Procedures are more restrictive, Subrecipient shall follow the County's procedures pursuant to Chapter 3.20 of the Salt Lake County Code of Ordinances. In the event the procurement standards of the Subrecipient are more restrictive than those in Chapter 3.20 or 2 CFR §§ 200.317 - 326, the more restrictive standards and requirements will apply.

20. Equipment. Equipment means tangible nonexpendable personal property having a useful life of more than one (1) year and an acquisition cost of Five Thousand Dollars (\$5,000.00) or more per unit (2 CFR § 200.33). Subrecipient shall comply with 2 CFR Part 200, Subpart D as modified by 24 CFR § 570.502(a)(6) and County policy regarding the use, maintenance and disposition of equipment. In the event the policies of Subrecipient are more restrictive than those in 2 CFR Part 200, Subpart D the more restrictive standards and requirements will apply.

21. Personnel & Participant Conditions.

a. **Civil Rights.**

i. **Nondiscrimination and Equal Opportunity.**

(1) Subrecipient, and all persons acting on its behalf, agree to comply with the non-discrimination and equal opportunity requirements set forth in 24 CFR § 5.105 and with all federal, state and county laws governing discrimination, and they shall not discriminate in the application, screening, employment, participation, or any other involvement of any person in relation to any phase of the Project(s).

(2) Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Subrecipient agrees to post in conspicuous places notices setting forth the provisions of this nondiscrimination clause.

(3) Subrecipient will, in all solicitations or advertisements for employees, state that it is an Equal Opportunity employer. Subrecipient must comply with the Civil Rights Act of 1964, and as supplemented by regulations at 41 CFR Part 60, as enforced by the Office of Federal Contract Compliance Programs, Equal Employment

Opportunity, Department of Labor.

ii. **Excessive Force.** Subrecipient agrees that it has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

iii. **Land Covenants.** This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR §§ 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that County and the United States are beneficiaries of and entitled to enforce such covenants. Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

iv. **Section 504.** Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (290 U.S.C. 706), which prohibits discrimination against the disabled in any federally assisted program. County shall provide Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

b. **Anti-Discrimination.**

i. **Anti-Discrimination.** Subrecipient agrees that it shall be in compliance with all applicable Federal anti-discrimination laws as provided in the President's Executive Order 14173; and implementing regulations at 41 CFR Part 60.

ii. **Small Disadvantaged Businesses.** Subrecipient will use its best efforts to afford small disadvantaged business enterprises the maximum practicable opportunity to participate in the performance of this Agreement in keeping with the principles as provided in 16 U.S.C. 636 (j) and 16 U.S.C. 637(a); and Section 8(d) of the Small Business Act. Subrecipient may rely on written representations by businesses regarding their status as small disadvantaged business enterprises in lieu of an independent investigation.

iii. **Access to Records.** Subrecipient shall furnish and cause each of its own subgrantees or subcontractors to furnish all information and reports required by County and will permit access to its books, records, and accounts by County, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

iv. **EEO Statement.** Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that it is an Equal Opportunity employer.

v. **Section 3 Compliance.** Subrecipient, and any of Subrecipient's subrecipients and subcontractors, shall comply with the provisions of Section 3 of the Housing and Urban Development Act, as set forth at 24 CFR Part 135. Subrecipient certifies and agrees that no contractual or other impediment exists which would prevent compliance with these requirements. Subrecipient will include this section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations. Subrecipient agrees to compile and provide to the County all HUD-required section 3 information regarding the hiring of low-income employees and (sub)contractors.

vi. **24 CFR 135.38 Section 3 clause.** All section 3 covered contracts shall include the following clause (referred to as the "section 3 clause"):

(1) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(2) The Parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the Parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the 24 CFR part 135 regulations.

(3) The Subrecipient agrees to send to each labor organization or representative of workers with which the Subrecipient has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Subrecipient's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(4) The Subrecipient agrees to include this section 3 clause in every

subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Subrecipient will not subcontract with any subcontractor where the Subrecipient has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

(5) The Subrecipient will certify that any vacant employment positions, including training positions, that are filled (1) after the Subrecipient is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Subrecipient's obligations under 24 CFR part 135.

(6) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

vii. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self- Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian- owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

viii. **Subcontract Provisions.** Subrecipient will include the provisions of Paragraphs 21(A), Civil Rights, and 21(B), Anti-Discrimination, in every subcontract, specifically or by reference, so that such provisions will be binding upon each of its own subgrantees or subcontractors. Subrecipient will also include the entire section 3 Clause above in every subcontract so that such provisions will be binding upon each of its own subgrantees or (sub)contractors.

c. **Labor Standards.**

i. **Davis-Bacon.**

(1) For all contracts and subcontracts for construction, alteration, or repair in excess of Two Thousand Dollars (\$2000.00), Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the provisions of the Davis-Bacon Act, 40 U.S.C. §276a1-276a7, as amended, including(a)(1) Minimum wages, (a)(2) Withholding, (a)(3) Payrolls and basic records, (a)(4) Apprentices and trainees, (a)(5) Compliance with Copeland Act requirements, (a)(6) Subcontracts, (a)(7) Contract termination: debarment, (a)(8) Compliance with Davis- Bacon and Related Act requirements, (a)(9) Disputes concerning labor standards and (a)(10) Certification of eligibility.

(2) Subrecipient agrees that, except for the rehabilitation or construction of residential property containing less than eight (8) units, all contracts or subcontracts in excess of Two Thousand Dollars (\$2,000.00) for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with federal requirements pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if the wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve Subrecipient of its obligation, if any, to require payment of the higher wage. Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

ii. **Work Hours.** Subrecipient agrees to comply with the requirements of the Contract Work Hours and Safety Standards Act, 40 U.S.C. § 327; and the Copeland "Anti-Kickback" Act; 40 U.S.C. § 276c, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to County for review upon request.

iii. **Hatch Act.** Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

d. **Contracting.**

i. **Assignments and Contracting.** The responsibility for the performance of this Agreement shall not be assigned, transferred, or contracted out by Subrecipient without the prior, written consent of County. Contracts or purchase orders by Subrecipient for the acquisition of equipment, materials, supplies, or services for the Project do not require the consent of County but shall be done in accordance with the competitive bidding requirements described in this agreement and any applicable state laws and local government ordinances.

ii. **Subcontracts.**

(1) **Approvals.** Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the consent of County prior to the execution of such agreement.

(2) **Monitoring.** Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

(3) **Content.** Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed

in the performance of this Agreement.

(4) **Selection Process.** Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to County along with documentation concerning the selection process.

(5) **Debarment and Suspension.** No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension" as set forth at 24 CFR Part 24.

e. **Conduct.**

i. **Citizen Participation.** Subrecipient has had the opportunity to review and follows County's Citizen Participation Plan which satisfies the requirements for 24 CFR § 91.105.

ii. **County Consolidated Plan.** Subrecipient has had the opportunity to review and follows County's Consolidated Plan, specifically identifying short-term and long-term community development objectives that provide for decent housing, expanding economic opportunities for persons of low- and moderate-income.

iii. **Conflict of Interest.** Subrecipient agrees to abide by the provisions of 24 CFR § 570.611 and 2 CFR § 200.112 with respect to conflicts of interest and certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of County, or of any designated public agency or Subrecipient receiving funds under the CDBG Entitlement program.

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

v. **Campaign Contributions.** Subrecipient acknowledges the prohibition of campaign contributions by contractors to County candidates, pursuant to Chapter 2.72A, Salt

Lake County Code of Ordinances. Subrecipient also acknowledges and understands this prohibition means that any person, business, corporation, or other entity that enters into a contract or is engaged in a contract with County is prohibited from making campaign contributions to County candidates. Subrecipient further acknowledges that violation of this prohibition may result in criminal sanctions as well as termination of this Agreement. Subrecipient represents, by executing this Agreement, that Subrecipient has not made or caused others to make any campaign contribution to any County candidate in violation of the above-referenced County ordinance.

vi. **Public Funds and Public Monies.**

(1) Definitions: "Public funds" and "public monies" mean monies, funds, and accounts, regardless of the source from which they are derived, that are owned, held, or administered by the state or any of its boards, commissions, institutions, departments, divisions, agencies, bureaus, laboratories, or other similar instrumentalities, or any county, city, school district, political subdivision, or other public body. The terms also include monies, funds, or accounts that have been transferred by any of the aforementioned public entities to a private contract provider for public programs or services. Said funds shall maintain the nature of "public funds" while in Subrecipient's possession.

(2) Subrecipient's Obligation: Subrecipient, as recipient of "public funds" and "public monies" pursuant to this and other contracts related hereto, expressly understands that it, its officers, and employees are obligated to receive, keep safe, transfer, disburse and use these "public funds" and "public monies" as authorized by law and this Agreement for the provision of services to County. Subrecipient understands that it, its officers, and employees may be criminally liable under §76-8-402, Utah Code for misuse of public funds or monies. Subrecipient expressly understands that County may monitor the expenditure of public funds by Subrecipient. Subrecipient expressly understands that County may withhold funds or require repayment of funds from Subrecipient for contract noncompliance, failure to comply with directives regarding the use of public funds, or for misuse of public funds or monies.

vii. **Lobbying.** Subrecipient hereby certifies that:

(1) No federally appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement;

(2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or

employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contact, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(3) It will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subawards shall certify and disclose accordingly; and

(4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000.00) and not more than One Hundred Thousand Dollars (\$100,000.00) for each such failure.

(5) No funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed (24 CFR Part 87); Subrecipient Grantee, if a public entity, shall also comply with the provisions of the Hatch Act (5 USC 1501-1508) and the Intergovernmental Personnel Act of 1970 as Amended by Title VI of the Civil Service Reform Act (Pub. L. 95-454 Section 4728), which limit political activities of public employees.

viii. **Copyright.** If this Agreement results in any copyrightable material or inventions, County and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

ix. **Religious Organization.** Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR § 570.200(j).

x. **Drug-Free Workplace.** Pursuant to the Drug-Free Workplace Act of 1988, 42 U.S.C. § 701, Subrecipient certifies that it will provide a drug-free workplace in accordance with the Act and with the rules found at 2 CFR Section 2429.

22. Environmental Conditions.

a. **Air and Water.** Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

i. Clean Air Act, 42 U.S.C., § 7401, *et. seq.*

ii. Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, as

amended, relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in Section 114 and Section 308, and all regulations and guidelines issued thereunder.

b. **Flood Disaster Protection.** In accordance with the requirements of the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4001, Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

c. **Lead-Based Paint.** Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR § 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978, be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint poisoning and the advisability and availability of blood lead level screening for children six (6) years of age and under. The notice should also point out that if lead-based paint is found on the property, interim controls or paint stabilization may be undertaken.

d. **Historic Preservation.** Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, 16 U.S.C. § 470, as amended, and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

23. Displacement, Relocation, Acquisition, and Replacement of Housing. Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR § 570.606(b); the requirements of 24 CFR § 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act; and the requirements in § 570.606(d) governing optional relocation policies. (County may preempt the optional policies.) Subrecipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations, and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. Subrecipient also agrees to comply with applicable state law, including Utah Code Annotated, §57-12-1 *et. seq.* (1953, as amended), and County ordinances, resolutions and policies concerning the displacement of persons from their residences.

24. Survival of Provisions. The Parties to this Agreement specifically agree that all the paragraphs, terms, conditions and other provisions of this Agreement that require some action to be taken by either or both of the Parties upon or after the expiration or termination hereof shall survive the expiration or termination of this Agreement and shall be completed, taken or performed as provided herein or as may be required under the circumstances at that time.

25. Employee Status Verification System. Subrecipient shall register and participate in the Status Verification System before entering into a contract with County as required by Utah Code § 63G-12-302(3). The Status Verification System is an electronic system operated by the federal government, through which an authorized official of a state agency or a political subdivision of the state may inquire by exercise of authority delegated pursuant to 8 U.S.C. §1373 to verify the citizenship or immigration status of an individual within the jurisdiction of the agency or political subdivision. Subrecipient is individually responsible for verifying the employment status of only new employees who work under Subrecipient's supervision or direction and not those who work for another contractor or subcontractor, except each contractor or subcontractor who works under or for another contractor shall certify to the main contractor by affidavit that the contractor or subcontractor has verified, through the Status Verification System, the employment status of each new employee of the respective contractor or subcontractor. Subrecipient shall comply in all respects with the provisions of Utah Code § 63G-12-302(3). Subrecipient's failure to so comply may result in the immediate termination of its contract with County.

26. Environmental Review Requirements.

a. The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except as provided in Paragraph 10 (a).

b. Subrecipient agrees to comply with the laws, authorities under the National Environmental Policy Act of 1969 (NEPA) and each provision of law designated in the 24 C.F.R. 58.5.

ATTACHMENT B
PROJECT STATEMENT OF WORK
Contract Number HCD25005CH

1. Project Summary:

- a. Project Number: 05.05HERRI51
- b. Project Name: Herriman Community Center.
- c. Project Address: 13011 S Pioneer Street. Herriman, UT 840
- d. As outlined in the application submitted in response to the Request for Application (RFA), This project will retrofit a facility that will provide services to senior citizens, people of low to moderate income and individuals that are here because they are immigrants or refugees. Classes offered will improve the quality of life for those in attendance and will provide them with tools and resources.
- e. Eligibility and Reference: 24 CFR 570.201(c) – Public Facilities Improvements National Objective and Reference: 24 CFR 570.208(a)(2) Activities benefiting low- and moderate-income persons. IDIS Matrix Code: 03A- Senior Centers.

2. Provided Services:

- a. CDBG funds will be paying for contracted rehabilitation costs, which may include architect, engineering, and or design costs, project management and oversight expenses, including labor, materials and supplies.

3. Client Eligibility:

- a. Low/Mod Limited Clientele - 570.208(a)(2). i. fixed-income senior citizens, individuals who are immigrants or refugees, or low/moderate income individuals. Subrecipient is responsible for documenting the presumed benefit status of each client accessing the facility.

4. Outreach:

- a. In accordance with HUD expectations, Salt Lake County requires Subrecipients perform outreach to extremely low, very low and low-income populations. Agencies will report how and when outreach was performed. See reporting section for specific timelines and metrics.

5. Reporting:

- a. This Agreement requires timely progress reports from the Subrecipient. The subrecipient will complete 1) a quarterly narrative and demographic report and 2) a quarterly statistical progress report. All reports must be submitted according to the timelines below and will be submitted online in Smartsheets. Reporting requirements are subject to change.
- b.
 - i. Goal Statements:
 - 1. Complete the installation and finishing of new walls and ceilings.
 - 2. Complete the replacement of flooring.

3. Complete the installation of a new ADA ramp to improve accessibility.

ii. Outputs:

1. For each client served:

- a. Race & Demographic Info
 - i. Hispanic/Latino Info
- b. Income
- c. Other Demographic Categories
 - i. Disabled, single female head of household, seniors, adults, veterans, etc.
- d. Jurisdiction
- e. Service Quality
- f. Homeless Services Provided
- g. Funds Leveraged

2. Narratives

- a. Program Status
- b. Program Impact Story
- c. Outreach Narrative

iii. Reporting Timeline:

Required Report	Reporting Period		Due Date
Narrative and Statistical Progress Report (Quarterly)	Q1	July 1 st - September 30 th , 2025	October 31 st , 2025
	Q2	October 1 st – December 31 st , 2025	January 31 st , 2026
	Q3	January 1 st – March 31 st , 2026	April 30 th , 2026
	Q4	April 1 st – June 30 th , 2026	July 20 th , 2026
	Q5	July 1 st - September 30 th , 2026	October 31 st , 2026
	Q6	October 1 st – December 31 st , 2026	January 31 st , 2027

Attachment C: Project Budget
Salt Lake County
Housing and Community Development



Subrecipient Name:	Herriman City	
Project Name:	Herriman Community Center	
Contract #:	HCD25005CH	
Total Project Cost (including this contract):	\$ 510,136.00	
Contract Amount:	\$ 127,530.00	
County Portion of Project Cost:	25%	
Match Committed by Subrecipient:	\$ 141,860.00	Match Source: City and EECBG
Match Percentage:	111%	

Budget Category	Budget Line Description	Amount
*Project Staff Salaries and Wages		\$ -
*Project Staff Fringe Benefits		\$ -
Contracted Services	CDBG funds will pay for construction expenses associated with the renovation of the facility, including labor, materials and supplies and project delivery expenses.	\$ 127,530.00
Insurance/Legal/Financial		\$ -
Direct Client Assistance		\$ -
Travel/Training		\$ -
Program Supplies and Office Expenses		\$ -
Space Costs (Rent, Utilities, Maintenance)		\$ -
Other		\$ -
<i>Indirect Admin</i>		\$ -
<i>Direct Admin</i>		\$ -
Total Contract Budget Amount		\$ 127,530.00

Project Budget Requirements

County provides payment to Subrecipient on a reimbursement basis.

Reimbursement requests must be submitted through an online invoice portal provided by County. Subrecipient is required to submit reimbursement requests by the 15th of each month for all costs incurred during the previous month.

If Subrecipient does not have any eligible costs for the previous month, Subrecipient must submit a zero-dollar invoice in the reimbursement portal. If Subrecipient is unable to submit an invoice for the previous month, Subrecipient must inform County in writing prior to the 15th of each month. County may make exceptions to this frequency of billing on a case by case basis at the sole discretion of County.

County fiscal year runs from January to December. This requires all reimbursement requests during the previous calendar year to be reviewed and approved by County staff no later than January 15th each year. When possible, County will provide flexibility with reimbursement requests, but County cannot process any requests for reimbursement from the previous calendar year after January 15th regardless of circumstances. If Subrecipient has any concern with costs incurred from a previous calendar year being reimbursed by this date, Subrecipient must communicate in writing to County staff the reason for the delay as soon as possible to avoid non-payment of reimbursement requests.

Back-up documentation of billed costs must be submitted with all reimbursement requests, unless otherwise notified by County. Subrecipient will keep documentation of match expenditures on file for review as requested by County. Subrecipient must maintain documentation of all expenditures for a period of not less than five (5) years and provide full expense backup documentation upon request.

Any changes to Attachment C: Project Budget must be approved in writing by County. Budget changes must be approved prior to the incurring of expenses. Changes determined by County to be substantial may require an amendment to this agreement.



CITY COUNCIL MINUTES

Wednesday, October 22, 2025
Awaiting Formal Approval

The following are the minutes of the City Council meeting of the Herriman City Council. The meeting was held on **Wednesday, October 22, 2025, at 5:30 p.m.** in the Herriman City Council Chambers, 5355 West Herriman Main Street, Herriman, Utah. Adequate notice of this meeting, as required by law, was posted in the City Hall, on the City's website, and delivered to members of the Council, media, and interested citizens.

Presiding: Mayor Lorin Palmer

Councilmembers Present: Terrah Anderson, Jared Henderson (participated remotely; arrived at 5:42 p.m.), Teddy Hodges (arrived at 5:30 p.m.), Sherrie Ohrn

Staff Present: City Manager Nathan Cherveski, Assistant City Manager Wendy Thomas, City Recorder Jackie Nostrom, Finance Director Kyle Maurer, City Attorney Todd Sheeran, Communications Manager Jonathan LaFollette, Deputy Police Chief Cody Stromberg, UFA Division Chief Anthony Widdison, Community Development Director Blake Thomas, City Engineer Bryce Terry, Operations Director Monte Johnson, Assistant to the City Manager Trevor Ram, City Planner Michael Maloy, Public Works Director Justun Edwards, and Deputy Director of Parks, Recreation and Events Anthony Teuscher.

5:00 PM – WORK MEETING: (Fort Herriman Conference Room)

1. Council Business

Mayor Lorin Palmer called the meeting to order at 5:01 p.m.

1.1. Review of this Evening's Agenda

Council and staff briefly reviewed the agenda.

1.2. Future Agenda Items

No future agenda items were requested.

1.3. Council discussion of future citizen recognitions

There were no future citizen recognitions highlighted.

2. Administrative Reports

2.1. (5:00-6:00 p.m.) Kick off Budget Discussion for the Next Biennial Budget Process

– Nathan Cherpesci, City Manager and Kyle Maurer, Finance Director

City Manager Nathan Cherpesci expressed his goal to bring larger policy discussions to the Council earlier in the process, avoiding decisions being made in a vacuum. He emphasized the importance of having the complete picture before making budget decisions and mentioned that Assistant to the City Manager Trevor Ram had been developing a live model that could show real-time impacts of budget changes.

City Manager Cherpesci presented several fundamental truths about the City's financial situation. He emphasized that, although the City faced a situation of limited resources rather than a complete lack of funds, future revenue growth should not be assumed as guaranteed. He explained that even if the City captured all of its estimated \$3.9 million in sales tax leakage identified in a recent study, it would not eliminate budget concerns. He stressed that property tax revenue remains fixed once growth stops, with new revenue coming only from new businesses and homes.

City Manager Cherpesci highlighted several ongoing pressures, including the need to leverage technology despite its implementation costs, and the reality of unfunded mandates from the legislature. He described how staff constantly navigates a circular challenge where public expectations drive service demands, which require staff and facilities, leading to revenue discussions that frustrate residents, creating pressure to decrease services, which then failed to meet expectations.

Councilmember Teddy Hodges arrived at 5:30 p.m.

City Manager Cherpesci provided detailed revenue breakdowns showing that 52% of the general fund came from sales tax, with B&C roads funding being the next largest restricted revenue source. He noted that property tax contributes just over \$1 million to the general fund. For specialized funds, he explained that HPD derives 93% of its revenue from property tax, while the fire department is 100% funded by property tax operationally. On the expense

side, personnel costs represent 50-55% of the general fund, 83% for police, and 100% for fire services through the UFA contract.

Councilmember Jared Henderson arrived virtually at 5:42 p.m.

The discussion turned to Herriman's unique challenges, particularly its predominantly residential tax base with limited commercial properties. City Manager Cherpesci showed that only 8% of property tax comes from commercial sources, unlike neighboring cities with substantial office buildings and industrial properties. He acknowledged this ratio would improve over time but would likely never match other communities' commercial proportions.

Regarding future growth, City Manager Cherpesci detailed that approximately 12,000 new home entitlements exist in current MDAs, bringing the total to around 19,700 homes currently. He projected the City would likely build out to 32,000-37,000 total homes, with a population between 90,000 and 115,000 residents. This represented a significant reduction from earlier projections of 170,000 residents, reflecting decreasing household sizes across Utah. He expressed confidence in the 116,000 figure used in recent master plans.

City Manager Cherpesci then presented staffing challenges across multiple departments. He warned that emergency management needs would require a full-time position within 1-2 years due to wildland-urban interface requirements. Police staffing needs would increase with growth, complicated by geographic challenges and the lack of adequate headquarters space. Parks would need additional staff for the athletic complex, History Park, Panorama Park, Jackson Park, and South Hills Park. Streets and stormwater departments face similar pressures with each new mile of public road adding maintenance responsibilities.

City Manager Cherpesci introduced a department-level grading system using traditional A-F grades to assess service levels. The report card revealed that police rated themselves at A-, while parks gave themselves grades of C- and D+, feeling significantly behind in their ability to maintain facilities. IT rated themselves at C+, and several departments noted they maintained their grades only through employees working extra hours on evenings and weekends, which City Manager Cherpesci warned was unsustainable long-term.

Councilmember Hodges asked about vacant positions versus needing new allocations. City Manager Cherpesci confirmed most positions were filled, though water had some frozen positions as part of previous rate discussions. He acknowledged that seasonal workers in parks help but require supervision from experienced staff, limiting their effectiveness when departments are stretched thin.

The discussion included examination of facility needs, with City Manager Cherpesci describing the public works building as designed for a community of 20,000 now serving 65,000. He detailed inadequate conditions for staff in a double-wide modular building with no restroom facilities, forcing them to use facilities at the rodeo grounds. The police lack proper evidence storage and has explored using potential fire station substations to reduce headquarters space needs.

Councilmember Hodges expressed surprise that quality of life scores remained high despite traffic complaints. Councilmember Ohrn emphasized the importance of calculating ongoing operation and maintenance costs for new facilities, recalling past oversights. Councilmember Anderson appreciated that long-tenured staff had bought into this budgeting approach, viewing it as validation of the methodology.

City Manager Cherpesci concluded by explaining that while staff would use detailed programmatic analysis internally, Council discussions would use the simpler A-F grading system. He emphasized this was an iterative process requiring ongoing conversations as community pressures and priorities evolve. City Manager Cherpesci showed a preview of capital projects totaling nearly \$194 million over five years but deferred detailed discussion to December's meeting, noting that realistic completion timelines would need to factor in staff capacity and consultant availability.

2.2. Update on Parks, Trails, and Open Space Master Plan – Anthony Teuscher, Deputy Director of Parks, Recreation and Events

Deputy Director of Parks, Recreation and Events Anthony Teuscher presented survey results from the Parks, Trails, and Open Space Master Plan update conducted by Y2 Analytics. He noted they had conducted focus groups, maintained a booth at Town Days, and completed a general public survey. Kyrene Gibb from Y2 Analytics presented the findings, with Lisa Hansen from Landmark Design participating virtually.

Ms. Gibb expressed pleasure with the community's response rate, achieving 609 completed surveys during a three-week period in July, representing approximately a 12% response rate. She noted this was particularly impressive given the summer timing and compared favorably to typical city survey response rates of 10-15% for highly engaging topics. The survey used registered voter files supplemented with USPS address lists to ensure coverage of multifamily units and areas with lower voter registration. Responses were weighted by age, gender, and homeownership to reflect city demographics, with the largest weighting applied to homeownership due to lower renter response rates.

Quality of life ratings remained remarkably consistent at 77 on a 0-100 scale, virtually unchanged from the 78 rating in 2019. Councilmember Hodges expressed surprise at this stability given significant traffic complaints during the survey period. Ms. Gibb acknowledged that while traffic was frequently mentioned in open-ended responses, even those citing traffic concerns gave ratings in the 70-75 range. Longer-term residents (10+ years) showed slightly lower satisfaction at 74, which Ms. Gibb noted was comparable to neighboring cities and reflected their experience of community changes.

Park usage showed significant increases, with over half of residents visiting parks a few times monthly or more, up 10 percentage points from 2019. Trail usage patterns moderated, with fewer residents reporting no trail use but also fewer reporting frequent use. Sixty-nine percent of residents agreed the city provides adequate recreational opportunities, and 80% considered having parks close to home very or extremely important.

The most popular parks were Butterfield Park and J. Lynne Crane Park, though at 17% and 16% respectively, usage was widely distributed across the city's parks. Central region parks saw the most visits, followed by northern parks. Key park features driving visits included proximity to home, pathways and trails, special features like splash pads, and sports fields. Pickleball was mentioned frequently throughout open-ended responses.

When asked about desired improvements, residents most often requested trees and shade structures (particularly relevant given the July survey timing), followed by maintenance, cleanliness, and restrooms. Notably, many residents indicated their favorite parks needed no improvements, suggesting high satisfaction levels.

For trails, Rose Creek Trail and urban trails were most commonly used, followed by Midas Creek, Juniper Canyon, and Herriman Heritage Trail. Walking and jogging represented the primary uses, with recreational biking also common. Residents expressed strongest interest in increased connectivity, linking trails to neighborhoods, and expanding trail mileage. Restrooms and pet waste stations also ranked as priorities.

Regarding events and culture, over half of residents attended Fort Herriman Town Days, with nearly half attending the Food Truck Round-up. However, only about one-third knew of the Friends of Herriman Arts Council, with just 3% participating in Arts Council events monthly. The summer musical theater production achieved the highest attendance at 13%. When asked about future events, residents favored outdoor concerts, markets and vendor fairs, and family-friendly festivals.

Budget allocation preferences strongly favored maintaining and upgrading existing amenities across all categories. In a hypothetical \$100 budget exercise, residents allocated nearly \$18 to walking and biking trails, \$15 to parks and playgrounds, \$11 to athletic fields, and \$10 to large natural open spaces. Special use facilities generating the most interest included adventure/climbing parks (33%), fishing ponds, disc golf courses, all-abilities parks, and dog parks. For special facilities, outdoor amphitheaters and pickleball courts specifically topped the list.

The Council asked several clarifying questions. One inquired about senior program participation, noting only 2% usage despite seemingly higher activity levels. Another suggested the inconsistent senior programming schedule might affect participation. When asked about significantly weighted demographic categories, Ms. Kyrene confirmed homeownership required the most adjustment but didn't consider any weighting excessive.

2.3. Continued Discussion Regarding the Vacation of an Asphalt Trail near Estates at Rose Creek Subdivision – Bryce Terry, City Engineer

City Engineer Bryce Terry offered a brief overview of the proposed vacation of a trail near estates a Rose Creek Subdivision. He oriented the Council to the location of the trail that runs north-south just west of 5600 West (Rose Crest Road) and north of 13400 South, between residential properties. City Engineer Terry reminded the Council that Planning Commissioner Adam Jacobson had submitted a petition signed by nearly all residents along both sides of the trail requesting its vacation.

City Engineer Terry outlined that since the last meeting, the City Attorney had researched Council options and determined the Council had flexibility to either split the vacated trail down the middle between adjacent properties or allocate it entirely to one side. Updated cost estimates for the vacation process showed two options: plat amendments (the cleaner, recommended approach) would cost approximately \$13,000 if split down the middle, while individual quit claim deeds would cost about \$9,000 for the same split. These costs would be reduced if the trail went entirely to one side.

The primary reasons cited in the petition included safety concerns, security issues, improper trail use, lack of legitimate use, and poor maintenance creating an eyesore. Mr. Adam Jacobson, present at the meeting, explained that of the residents who didn't sign the petition, one liked using it to drive their car, one simply liked having it, and one couldn't be contacted and possibly no longer lived there. Mr. Jacobson also noted that many residents had already modified their fences to close off gate access to the trail.

Mr. Jacobson and his neighbor elaborated on the problems, describing how the trail primarily attracted teenagers who would loiter behind homes rather than use it for transportation. They explained that kids would hang out behind trees and move back and forth between houses, causing dogs to bark continuously and creating disturbances. The narrow, confined nature of the trail made it particularly attractive for loitering rather than legitimate transit use.

The Council engaged in detailed discussion about the vacation process. Councilmember Hodges asked about sidewalk availability on adjacent streets, which City Engineer Terry confirmed existed, meaning pedestrian access would remain available through the neighborhood. He explained that public hearing notification requirements called for a 300-foot radius, which would primarily reach homes that had already signed the petition. The Council expressed desire to expand notification to include the entire neighborhood.

Discussion arose about how to divide the vacated trail property. Mayor Palmer favored giving it to the side where it was originally platted from, viewing this as the most fair and economical approach. Councilmember Ohrn initially preferred a 50-50 split as more equitable since it was taxpayer-owned property. City Attorney Todd Sheeran considerations noted that with older dedications, no legal restrictions existed on how to divide the property, though public perception should be considered.

City Manager Cherpesci recommended using the plat amendment process despite higher costs, explaining it would create a cleaner record and avoid potential issues in cases where individual property owners declined their portions. He also noted this was becoming a more common request citywide, mentioning another pending request on Fort Pierce Lane and past vacations on 6400 West.

The discussion expanded to broader trail connectivity issues. The Council discussed challenges with trails that dead-end due to incomplete connections between neighborhoods. City Attorney Sheeran noted that state law changes four to five years ago eliminated the ability to use condemnation for trails, making future connections unlikely where development already exists. The Council reflected on the difficulty of deciding whether to maintain or vacate trails, balancing connectivity goals against maintenance capacity and actual usage patterns.

The Council reached consensus to proceed with a public open house to gather broader neighborhood input. They directed staff to notify beyond the 300-foot minimum requirement

to include the entire neighborhood, post notices on the trail itself, and consider online feedback options for those unable to attend in person. While the specific division method (50-50 split versus one-sided allocation) would be determined later, the Council wanted transparent communication about the vacation proposal during the public input phase.

Councilmember Ohrn emphasized the importance of considering ongoing maintenance capacity as part of these decisions, questioning whether the City had more trails than it could adequately maintain.

2.4. Discussion on potential fiscal year 2026/2027 water rate increase – Kyle Maurer, Finance Director

Finance Director Kyle Maurer opened his presentation and noted he had some relatively positive information to share. He sought Council input on what information they needed for final decision-making and whether they wanted staff to calculate alternative scenarios.

Director Maurer reviewed the water rate history, reminding Council that March 2024 adopted rate study addressed years of rates not keeping pace with inflation. The previous study had assumed low inflation and excluded capital projects, but pandemic-era inflation, rising costs, and Jordan Valley Water price increases exceeded the 2% built into old models. The consultant had recommended 16.3% for fiscal year 2025, which was implemented at 13% but delayed to November, requiring the higher percentage to compensate, 13% for both 2026 and 2027, dropping to 9.5% in 2028 and 3% thereafter.

Director Maure presented actual fiscal year 2025 performance compared to model projections. The drought proved financially beneficial, generating \$2.2 million more in rate revenue than expected due to high summer water consumption. Non-rate revenue also exceeded projections through higher interest rates on larger-than-expected cash balances, as capital projects hadn't begun as scheduled. The department operated efficiently with expenses \$1.7 million below model assumptions, partly due to two frozen positions that remained funded but unfilled. Overall, the fund performed \$5.6 million better than projected.

Director Maurer cautioned against expecting this pattern to continue. He noted increased unscheduled repairs toward the fiscal year's end, which staff expected to persist. The \$7.6 million in capital projects would carry forward to the next fiscal year and were built into updated projections. Rather than maintaining the consultant's recommended variable increases, Director Maurer proposed smoothing rate increases to 6.5% annually over four years. This approach would spread the \$3.5 million available for appropriation evenly while fully funding the six-month expenditure reserve by 2029. He emphasized this provided

predictability for residents while avoiding the drastic swings Council typically tried to prevent.

The model assumptions included adoption of the capital improvement plan matching the approved master plan, though Director Maurer noted for transparency that Council hadn't formally adopted these specific projects yet. It also assumed immediate full funding of reserves rather than gradual building, which he justified as protection against future high-consumption years that might strain the system.

Responding to questions, Director Maurer confirmed the 6.5% would apply overall but individual bills might vary due to the tiered rate structure where higher usage incurred higher costs. The model incorporated anticipated increases in water purchase costs from Jordan Valley. City Manager Cherpesci added context that the previous inadequate rate model assumed all capital funding would come from growth, ignoring aging infrastructure needs. He cited examples of 1960s-70s water lines in Old Town requiring replacement and warned against following Los Angeles's example of planning water line replacement every 400 years.

The Council expressed support for the 6.5% smoothed increase approach, appreciating both the reduced immediate impact on residents and the fiscal responsibility of maintaining adequate reserves for system maintenance and unexpected circumstances.

3. Adjournment

Councilmember Hodges moved to adjourn the Council work meeting at 6:57 p.m. Councilmember Anderson seconded the motion, and all voted aye.

7:00 PM – GENERAL MEETING:

4. Call to Order

Mayor Palmer called the meeting to order at 7:05 p.m.

4.1. Invocation/Thought/Reading and Pledge of Allegiance

Mr. Cyle Jones led the audience in the Pledge of Allegiance.

4.2. City Council Comments and Recognitions

There were no comments or recognitions offered.

5. Public Comment

Christopher Dasanjh, Salt Lake County Library Branch Manager, invited the Council and community to Read-a-palooza, a one-day reading marathon taking place Saturday, October

25, 2025, from 10:00 a.m. to 6:00 p.m., with a finale party from 6:30 p.m. to 8:00 p.m. He expressed that his staff loves being part of and serving the community.

6. City Council Reports

6.1. Councilmember Jared Henderson

Councilmember Henderson had nothing to report.

6.2. Councilmember Teddy Hodges

Councilmember Hodges had nothing to report.

6.3. Councilmember Sherrie Ohrn

Councilmember Ohrn provided a follow-up on recycling efforts, noting that she and Councilmember Henderson met with recycling representatives to review the Request For Proposals (RFP) process. City Attorney Todd Sheeran had suggested some changes, and staff was reviewing to ensure all discussed items were properly incorporated before starting the process.

6.4. Councilmember Terrah Anderson

Councilmember Anderson expressed excitement about attending the ribbon cutting for Nothing Bundt Cakes this week and was happy to have more businesses choosing to come to the community.

7. Mayor Report

Mayor Palmer had nothing to report.

8. Public Hearing

8.1. Public Hearing and consideration of an ordinance adopting the Public Safety Impact Fee Facilities Plan and Impact Fee Analysis and imposing Public Safety Impact Fees; and providing for the calculation and collection of such fees – Kyle Maurer, Finance Director

Finance Director Kyle Maurer presented an overview of the proposed ordinance to adopt the Public Safety Impact Facilities Plan, Impact Fee Analysis and the imposition of the Public Safety Impact Fees. He explained that the city currently had impact fees in place for both police and fire services and that a consultant had recently completed an update to the fees. Director Maurer outlined the purpose of public safety impact fees, noting that they were designed to maintain the current level of service for police and fire departments as the city experienced growth. He clarified that the fees did not address deficiencies in existing facilities but were based on maintaining the current service level.

Director Maurer reviewed population and development projections used in the analysis, which estimated approximately 84,000 residents, 24,500 residential units, and 6.4 million square feet of nonresidential space by 2035. He emphasized that the consultant approached the calculations conservatively to ensure the fees would be defensible. Additionally, he noted that state law required cities to consider alternative financing options and not rely solely on impact fees.

The analysis incorporated call volume data, showing that approximately 69% of police calls and 83% of fire calls originated from residential properties. The formula calculated square footage per call based on existing facilities and projected future needs. For police, the plan modeled a \$38 million facility, including operations and storage, while fire included two new stations, and a partial rebuild of Station 103. Director Maurer explained that only a small portion of the police facility cost was eligible for impact fees due to current inadequate space and level-of-service requirements.

After applying the formula, the proposed police impact fee decreased to \$201.13 per residential unit and \$0.35 per square foot for nonresidential properties, primarily because population growth and call volumes were lower than forecasted in the 2019 study. Conversely, fire impact fees increased to \$549.16 per residential unit and \$0.43 per square foot for nonresidential properties, driven by higher call volumes and significantly increased facility costs compared to the 2020 study.

Mayor Palmer opened the public hearing.

No public comments were offered.

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

Councilmember Ohrn moved to approve Ordinance No. 2025-23 adopting the Public Safety Impact Fee Facilities Plan and Impact Fee Analysis and imposing Public Safety Impact Fees; and providing for the calculation and collection of such fees. Councilmember Anderson seconded the motion.

The vote was recorded as follows:

Councilmember Terrah Anderson Aye

Councilmember Jared Henderson Aye

<i>Councilmember Teddy Hodges</i>	Aye
<i>Councilmember Sherrie Ohrn</i>	Aye
<i>Mayor Lorin Palmer</i>	Aye

The motion passed unanimously.

9. Consent Agenda

9.1. Approval of the October 8, 2025, City Council meeting minutes

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

The vote was recorded as follows:

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

The motion passed unanimously.

10. Discussion and Action Items

10.1. Review and consider a proposal to amend Chapter 10-34 of Herriman City Code to reduce the minimum setback or yard requirements for an accessory structure when located within a rear yard, and expand enforcement remedies in Chapter 10-7 of the Herriman City Code to include building height deviations no greater than 10% when substantial construction has been undertaken in good faith, subject to City approval. (City File Z2025-040) – Michael Maloy, City Planner

City Planner Michael Maloy provided a detailed explanation of the proposed ordinance changes, emphasizing that the intent was to reduce rear yard setbacks for accessory structures adjacent to dedicated open space and to allow a 10% deviation in building height when substantial construction had been undertaken in good faith. He noted that the Planning Commission recommended approval with modifications and explained the applicant's request to change the current 1:1 ratio of height-to-setback to a 2:1 ratio, which would preserve usable yard space while maintaining access for maintenance. City Planner Maloy clarified that the applicant's structure was nearly complete and that without the amendment, removal and reconstruction would be required. He also referenced best practices from other municipalities, noting that Herriman's current standards align with suburban communities, while the proposed 2:1 ratio would be unique.

Councilmember Hodges questioned how the situation arose, asking whether the applicant acted in good faith during the permitting process. City Planner Maloy confirmed that correct information had been provided but was not followed during construction. The applicant, Mr. Cyle Jones, explained that a miscommunication occurred; after submitting engineered plans, the permit was denied when the building was already scheduled for delivery and foundation work had begun, leading him to proceed with construction. Mr. Jones acknowledged the error and stated that he believed adding fire-rated walls would allow a reduced setback.

The Council expressed mixed views on the proposed changes. Councilmember Anderson asked whether neighbors had raised concerns; Mr. Jones reported that comments focused on the building's height rather than proximity. Councilmember Anderson also questioned whether granting special treatment for properties adjacent to open space was appropriate. City Planner Maloy responded that while some regulations apply to open space, benefits are limited and typically involve fencing requirements rather than setback reductions.

Councilmember Ohrn emphasized that setbacks exist to minimize impacts on neighboring properties and voiced discomfort with changing the ordinance for one property, warning of precedent-setting implications. She supported the rear yard adjustment and the 10% height deviation but opposed the proposed 2:1 ratio, citing fairness and clarity in code language. Councilmember Ohrn also objected to the phrase "good faith" as ambiguous, suggesting that deviations should be clearly defined without subjective interpretation. She expressed concern that ordinance changes should reflect sound public policy rather than individual circumstances.

Mayor Palmer urged the Council to consider whether the proposed changes represented good policy for the City rather than focusing solely on the applicant's situation. He acknowledged the tension between preserving property rights and mitigating impacts on neighbors, noting that Herriman has historically been generous in allowing large accessory structures. Mayor Palmer supported reducing rear setbacks adjacent to dedicated open space, stating that such changes would not harm neighboring properties, but expressed reservations about altering side yard requirements.

City Planner Maloy provided additional context, noting that other cities often allow smaller setbacks and that Herriman's current ordinance is consistent with suburban communities. He explained that the 1:1 ratio for height-to-setback was common practice, while the proposed 2:1 ratio would be unique. City Planner Maloy also highlighted enforcement challenges and

the need for flexibility to address minor deviations that occur during construction, such as slight increases in building height due to grading or slab elevation changes.

The Council debated broader policy considerations, including property rights, neighborhood aesthetics, and maintenance access. Councilmember Hodges supported the rear yard change and expressed openness to the 2:1 ratio, citing smaller lot sizes and the need for usable space. Councilmember Anderson and Councilmember Ohrn opposed the 2:1 ratio, emphasizing consistency and fairness. Discussion also addressed potential impacts on gardens, shading, and ladder access for maintenance. City Planner Maloy noted that similar visual impacts could occur from trees, which are not regulated, but acknowledged that buildings present different considerations.

Councilmember Ohrn moved to approve Ordinance No. 2025-24 amending Title 10 of the Herriman City Code to reduce setbacks of accessory structures adjacent to dedicated open space to three feet and expand enforcement remedies to include building height deviations; however, deviations must be no greater than 10% when substantial construction has been undertaken in good faith.

The vote was recorded as follows:

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

The motion passed with a vote 4:1.

10.2. Consideration to Award the Design Contract for the Herriman Athletic Complex – Bryce Terry, City Engineer

City Engineer Bryce Terry explained that the City had issued a Request for Proposals (RFP) for design services related to the Southwest Athletic Complex, a 57-acre property intended to accommodate approximately 14 to 15 athletic fields. The design contract would include planning, design, and construction management services. City Engineer Terry noted that the City had invited five firms with relevant experience and references, receiving four proposals after two firms teamed up to submit a joint proposal.

City Engineer Terry outlined the evaluation process, stating that a scoring committee assessed proposals based on five criteria: experience and qualifications (30%), understanding

of project scope (30%), cost (20%), schedule (15%), and innovation in design (5%). He displayed the scoring results, noting that Consor Engineering LLC received the highest score from all committee members. Terry acknowledged that Consor's cost proposal was significantly lower than others, approximately \$400,000 compared to a range up to \$2.3 million, but emphasized that the firm also scored well in all other categories. He explained that staff verified the firm's qualifications and confirmed its ability to deliver the project, citing its recent completion of the Epic Sports Park in Provo, a similar project with 15 athletic fields in its first phase. This experience reassured staff that the low cost did not reflect a lack of understanding of project requirements.

City Engineer Terry further explained that the selecting Consor would avoid budget adjustments and recommended awarding the contract to Consor Engineering for \$470,190, which included a contingency to accommodate potential scope changes, such as phased development or design modifications.

The Council expressed appreciation for the thorough evaluation process and noted the significant cost differences among proposals. Councilmember Anderson asked about the scoring committee's membership, and City Engineer Terry provided details. The Council commented positively on Consor's relevant experience and the importance of selecting a qualified firm despite the low bid. City Engineer Terry reiterated that staff had verified the firm's capacity and confirmed its recent success with a comparable project. The Council agreed that the proposed contingency was prudent given the early stage of planning and potential adjustments to scope and phasing. The discussion highlighted confidence in the recommendation and satisfaction that the contract would remain within the city's budget.

Councilmember Anderson moved to approve the contract for planning, design, and construction management services for the Southwest Athletic Complex to Consor Engineers, LLC including a design contingency as outlined in Option 1. Councilmember Ohrn seconded the motion.

The vote was recorded as follows:

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

The motion passed unanimously.

10.3. Discussion and consideration of an Interlocal Agreement with the Olympia Public Infrastructure District (PID) regarding the reimbursement of funds to construct approximately 4,650 feet of new roadway along 7300 West from Herriman Main Street to Herriman Boulevard – Blake Thomas, Community Development Director

Community Development Director Blake Thomas explained that the project would construct a five-lane roadway with bike lanes, a center turn lane, and trails on both sides, generally eight feet wide, along with landscaped park strips. The design includes pedestrian tunnels at Butterfield Park, Butterfield Creek, and Olympia Boulevard, and a traffic signal at Main Street. He emphasized that this roadway would provide a critical connection for the Rose Basin area, improving access to Herriman Boulevard.

Director Thomas detailed the funding structure, noting that no City funds would be used. The PID would manage bidding, planning, and construction, while Herriman would reimburse costs using funds secured through legislative partnerships. He reported that \$4 million was allocated from Salt Lake County transportation funds and transferred to Herriman via an interlocal agreement approved in August 2024. An additional \$10.5 million was allocated through UDOT under House Bill 488, bringing the total project funding to \$14.5 million. Construction had already begun, with grading and material compaction underway at the south end, including preparation for a future fire station site. Roadway construction was expected to start in spring 2026 and be completed by summer or fall of 2026. Director Thomas also noted that the north-end intersection would be built as part of the Herriman Boulevard project, which secured \$19 million in UDOT funding, and that UDOT's U-111 project would connect the corridor from 11800 South to Main Street.

The Council expressed support for the project and Councilmember Ohrn inquired about traffic signal installation at 7300 West and Main Street; Director Thomas confirmed that the signal would be installed by next summer, with an additional signal at Herriman Boulevard when that project is completed. Mayor Palmer praised the project's progress and funding strategy, emphasizing the benefit of leveraging external funds without impacting City resources. The Council acknowledged the importance of the new roadway for connectivity and safety, particularly for Rose Basin residents, and expressed appreciation for the inclusion of pedestrian tunnels and bike lanes. Director Thomas recommended approval of the interlocal agreement to ensure timely reimbursement and continued progress on construction.

Councilmember Ohrn moved to approve Resolution No. R52-2025 authorizing the execution of an Interlocal Agreement with the Olympia Public Infrastructure District (PID) regarding

the reimbursement of funds to construct approximately 4,650 feet of new roadway along 7300 West from Herriman Main Street to Herriman Boulevard. Councilmember Hodges seconded the motion.

The vote was recorded as follows:

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

The motion passed unanimously.

11. Future Meetings

- 11.1. Next Planning Meeting: November 5, 2025**
- 11.2. Next City Council Meeting: November 12, 2025**

12. Events

- 12.1. November 4 – Election Day**

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

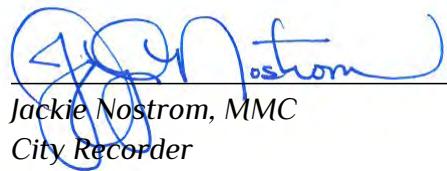
There was no closed session.

14. Adjournment

Councilmember Hodges moved to adjourn the City Council meeting at 8:18 p.m. Councilmember Ohrn seconded the motion, and all voted aye.

15. Recomence to Work Meeting (If Needed)

I, Jackie Nostrom, City Recorder for Herriman City, hereby certify that the foregoing minutes represent a true, accurate and complete record of the meeting held on October 22, 2025. This document constitutes the official minutes for the Herriman City Council Meeting.



Jackie Nostrom, MMC
City Recorder



STAFF REPORT

DATE: October 06, 2025

TO: The Honorable Mayor and City Council

FROM: Todd Sheeran

SUBJECT: Consideration of a Franchise Agreement with Senawave.

RECOMMENDATION:

Staff recommends the Council to **approve** the franchise agreement with Senawave.

ISSUE BEFORE COUNCIL:

Whether the Council should grant a franchise agreement to Senawave.

ALIGNMENT WITH STRATEGIC PLAN:

ES 7 – Consistent, safe, and reliable utility services

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. 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.

ALTERNATIVES:

- Modify the franchise agreement.
- Deny the franchise agreement.

FISCAL IMPACT:

The City should see a positive fiscal impact through payment of fees for usage of City right-of-way.

ATTACHMENTS:

Franchise Agreement

TELECOMMUNICATIONS FRANCHISE AGREEMENT

This Telecommunications Franchise Agreement (“Agreement”) is between Herriman City, a Utah municipal Corporation (“City”), and Vaix Inc dba Senawave Communications (“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 to 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 commenced 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. **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. *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.

b. *Restoration of Bond.* Within 45 calendar days after the City gives the Provider written notice that an amount has been withdrawn from the Bond Amount, the Provider must resort the balance of the Bond Amount. Failure to restore these funds shall be considered a material breach of this Agreement.

c. *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.

27. **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: David Bradshaw
Print Name: David Bradshaw
Title: CEO
Date: 10-26-2025

State of Utah)
County of Salt Lake)

On this 27th day of October, 2025, personally appeared before me
David Bradshaw (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 CEO (title of office) of
Vaix Inc. dba Senawave Communications (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
David Bradshaw (name of document signer) acknowledged to me that
said Corporation executed the same.

Marie L. Miranda
Notary Public





STAFF REPORT

DATE: October 27, 2025

TO: The Honorable Mayor and City Council

FROM: Bryce Terry, City Engineer

SUBJECT: Consideration to Reduce Impact Fee for Jordan Valley Conservancy District's Expansion Project

RECOMMENDATION:

Staff recommends waiving impact fees for water, traffic, and storm drain for the Jordan Valley Water Treatment Plant expansion project, as the analysis shows no impacts on Herriman City infrastructure. Staff does recommend charging the public safety and fire impact fees, as the project will increase the building footprint, which increases the potential for public safety and fire services.

ISSUE BEFORE COUNCIL:

Should Herriman City waive impact fees for water, traffic, and storm drain for the Jordan Valley Water Treatment Plant expansion, given there are no impacts to city system infrastructure identified?

ALIGNMENT WITH STRATEGIC PLAN:

This action aligns with Strategy: Develop and Maintain a Strong Foundation of Essential Services, specifically:

ES 8 – Ensure fiscal sustainability within all City functions by applying impact fees in a manner consistent with actual infrastructure impacts.

BACKGROUND/SUMMARY:

Jordan Valley Water Conservancy District (JVWCD) is upgrading its existing water treatment facility at 15305 S. 3200 West, Herriman. The project includes:

- Three new chemical buildings
- One new water storage reservoir
- Process improvements to existing filters

The facility predates surrounding development and is largely self-contained. JVWCD has petitioned the City for reduced impact fees, citing minimal impact on Herriman's infrastructure.

DISCUSSION:

Based on the technical memo and petition provided by JVWCD and after review by staff, the following has been determined:

- **Water Infrastructure:** The plant is self-supplied; there will be no new connections to Herriman's water system or impact to the city's capital water system with this improvement to JVWCD's facility.
- **Traffic:** Chemical deliveries will increase by ~3 truckloads per month, however, ingress/egress remains via Bluffdale and Mountain View Corridor. There will be negligible impact to Herriman City roads with this improvement.
- **Storm Drain:** Stormwater is fully contained on-site in existing and expanded detention facilities. There will be no connection to Herriman's stormwater system.

Utah State Code 11-36a-603 requires that a municipality refund any impact fee if there is no impact on the municipality's system. There is no impact to the city's transportation, water, or storm drain systems from JVWCD's project.

Conclusion: The project imposes negligible impacts on Herriman's water, traffic, and storm drain systems. Public safety services potential services may increase due to increased building and equipment footprint.

ALTERNATIVES:

1. **[Recommended]** Waive water, traffic, and storm drain fees; charge public safety and fire impact fees.
2. Approve JVWCD's request and waive all impact fees, including public safety and fire impact fees.
3. Deny the request and assess full impact fees.

FISCAL IMPACT:

Waiving water, traffic, and storm drain fees will reduce potential revenue from impact fees for this project from their respective budgets; however this project was not specifically contemplated when preparing revenue projections for the transportation, water, and storm drain impact fee funds.

9/30/2025

801.565.4300

fax 801.565.4399

jvwcd.org

8215 South 1300 West
West Jordan, UT 84088



JORDAN VALLEY WATER
CONSERVANCY DISTRICT

Bryce Terry
City Engineer Herriman City
5355 W Herriman Main Street, Herriman, UT 84096

Re: Petition For Reduced Impact Fees

Jordan Valley Water Conservancy District (via Gerber Construction) has a building permit application with the Herriman City. It is for an upgrade at the existing Jordan Valley Water Treatment Plant sited in Herriman City. The project includes three new chemical buildings, one new water storage reservoir, and process improvements to the existing filters (inside the building).

It is our understanding that impact fees would typically be accessed for this type of project. JVWCD would like to formally petition for reduced impact fees for this project on the following grounds:

1. The facility is existing. The upgrades, although significant from a process perspective, will not change the use of the land or be noticeable by Herriman City residents.
2. The existing facility is located at the far east boundary of the City. Virtually all traffic entering/exiting the facility, including chemical deliveries, will continue to enter from the east not affecting Herriman City Roads.
3. The facility will be completely self-supplied for culinary water with no new water connections to the City (although the project will provide significant additional capacity to the City to directly support its growth)
4. Stormwater from the facility is, and will continue to be, completely contained on-site with existing stormwater basins. These basins are downstream of all Herriman City stormwater infrastructure.
5. Sanitary sewer service will continue to be provided by Jordan Basin Improvement District via sewer pipelines within Bluffdale City with no impact to Herriman City.

Please reference the attached technical memo detailing the minimal impacts of the project upon the City.

A handwritten signature in blue ink that reads "David McLean". The signature is fluid and cursive, with a long, sweeping line extending from the end of the "e" in "McLean" towards the right.

David McLean
Technical Program Manager
Jordan Valley Water Conservancy District.

TECHNICAL MEMO

To: Herriman City Engineering Department
5355 West Herriman Main St.
Herriman, Utah 84096

From: David McLean, PE
Technical Program Leader
JVWCD

Date: September 24, 2025



Re: Jordan Valley Water Treatment Plant Conditional Use Application Impact Fee Analysis

This Technical Memo is a supplement to the Conditional Use Application submitted by Jordan Valley Water Conservancy District (JVWCD) on September 8, 2025. It is also a supplement to the building permit application submitted by Gerber Construction for the same project. Additional details regarding the project may be reviewed in these recent applications.

The purpose of this memo is to quantify any new detrimental impacts which may occur to the residents of Herriman City. Of specific interest are traffic, water service, and sewer impacts on the city's infrastructure.

Subject Project

The subject project is an expansion of JVWCD's existing Jordan Valley Water Treatment Plant (JVWTP) located at 15305 S. 3200 West, Herriman, Utah. The expansion adds two new chemical feed buildings, two new powered activated carbon storage towers with a shared building, and one new water tank.

Land Use

The land use of the JVWTP will remain the same as prior to the expansion; namely a municipal water treatment plant. See attached aerial map for reference.

Purpose of Analysis

The purpose of this analysis is to quantify all potential new impacts from the expansion on the surrounding community, especially Herriman City. It will also detail engineered



features included in the expansion design to minimize these impacts on Herriman City and its residents.

Potential impacts to be analyzed include:

1. Site
2. Sound
3. Smell
4. Hazardous materials
5. Water supply
6. Firefighting response
7. Transportation ingress/egress
8. Stormwater utility
9. Landscaping
10. Sanitary sewer

It is the understanding of JVWCD that this analysis will be used to determine applicable impact fees, if any.

It is the objective of this analysis to use professional engineering analysis to quantify impacts.

History

Initial construction of this water treatment plant began in 1971 under the direction of the United States Bureau of Reclamation and Central Utah Water Conservancy District as a conventional municipal water filtration plant with two pre-treatment basins and six filters. JVWTP was later expanded in 1985 to include an additional four pre-treatment basins and 10 filters.

When originally constructed, the JVWTP was in Salt Lake County. The land was later annexed into Bluffdale City and subsequently annexed into Herriman City.

During the design of this expansion, several other alternatives for expansion were considered including:

1. New pre-sedimentation basins
2. New filter addition
3. Conversion to sodium hypochlorite as the primary disinfectant



4. Addition of intermediate ozonation

In the opinion of JVWCD, each of these options initially considered would result in a significantly increased impact on the community than the ultimate design. By minimizing new pre-treatment basins and new filters, concrete placement (and hence construction traffic) was significantly reduced.

Impacts during operation were likewise reduced due to fewer required backwashes (ultimately saving energy), and fewer truckloads of chemicals.

Existing Mitigation Efforts

The JVWCD has sought through the years to effectively mitigate impacts on the surrounding community (primarily Bluffdale City residents located north-east of the facility). While the facility was annexed into Bluffdale City, the primary impact to the residents was traffic. This has been largely resolved with the recent construction of UDOT's Mountain View Corridor Highway. Since that highway was constructed, much of the employee and visitor traffic has ingress to the plant via Mountain View Corridor.

DETAILED ANALYSIS

Site

Site impacts of the expansion will be limited. The buildings have been sited on the south side of the filter building to maximize buffer zones to both the residents of Bluffdale and Herriman. The nearest Bluffdale City residents are located approximately 950 feet from the site of the new buildings and are shielded from view by the existing high-rise treatment plant building. The nearest Herriman City residents are located approximately 1700 feet from site of the new buildings (see Figure 1).

The existing site encompasses 110 acres of land. Much of this was purchased with the original site purchase in the 1970s and has not been expanded. With the exception of the three new buildings and a water tank, impacts to the site will be limited. No changes are proposed to the footprint of the existing pre-treatment reservoirs, chemical building or filter building.

The areas to the east of the raw water storage reservoir will remain "monofil" areas designated for water treatment solids. These areas are large enough to accommodate existing use and the increase in solids loading due to the increased water treatment functionality. No improvements or change of use are proposed for the monofil area.



Note: JVWTP will continue to be the recipient of water treatment solids from the District's Southeast Regional Water Treatment Plant in Sandy, Utah. Approximately twice per year, solids are transported across the valley and placed at the JVWTP under mono-fill permit. No change to the quality or quantity of off-site water treatment solids is proposed.

The area to the west of the treatment plant building will continue to function as undeveloped open space until a future water treatment plant designated for Welby Canal water is constructed. This project is scheduled for approximately 2040.

Sound

Sound produced by the JVWTP is very low compared to most industrial facilities and will not increase substantially with this project. Most of the sound-pressure from operations of the water treatment plant are kept within the buildings. Noise is barely audible at the property boundary during normal operation.

One of the most sensitive areas was the culinary pump station at the north end of the property. In a desire to be sensitive to its neighbors, when this facility was upgraded in 2004, JVWTP elected to use a total containment sound system when pumps were added to this facility. This contained sound system has worked effectively with very few neighbor concerns. No changes are proposed.

The highest noise impact from this upgrade will be from the 200 hp emergency electrical generation system proposed for this same culinary pump station. The unit proposed is natural gas fueled which results in less noise than a comparable diesel system. The unit is specified as a Level 2 Sound containment package and sound levels will meet Salt Lake County noise ordinances.

The unit will be operated approximately once per week for 15 minutes during normal business hours with only a marginal impact on the Bluffdale neighbors. It will have a negligible impact on the Herriman neighbors. Although it will be used for emergency operations when the electrical utility is off-line, these instances are typically brief. Operation of the generator will be limited to only those hours when the pumps are running (8 hours/day) and will not be required for brief outages due to storage in the



existing elevated storage tank located south of Mountain View Corridor. Impacts are expected to be negligible.

Odor

The water treatment plant does not produce odors as would be typical with a wastewater plant. No special odor control mitigation is typical or proposed. Typically wind at the JVWTP approaches from the west, so Herriman neighbors to the west are not impacted. The area to the east has a long buffer zone to Redwood Road. Odors are typically not a concern. The plant expansion will have a net negative effect on odors.

Dust

The existing powdered activated carbon system does produce some airborne dust during material delivery. This system is being replaced by an alternate design with engineering controls (i.e. wet filters) to contain any airborne dust during loading operations.

Construction dust will be controlled by appropriate mitigation measures and are not expected to have long-term impacts.

Hazardous Materials

Hazardous materials at the water treatment plant are limited to gaseous chlorine, which is used for water disinfection. The amount of material stored on site (within the new building) will be increased commensurately with the expanded capacity of the plant. Engineering controls will be provided for public health. No other hazardous materials will be present on site.

Municipal Water Impacts

The JVWTP is self-supplied in terms of water usage. The expansion will have no new connections to the Herriman City system. The project therefore has no effect on the Herriman City water system (except to provide additional volume as purchased by the city).

Water tank levels will be maintained within the same operating band as currently utilized. No additional pumping costs are produced for the city either as part of its billing or operating its own pumps. No detrimental impacts are expected.



Firefighting Response

Firefighting service will continue to be provided by the Unified Fire Authority. Firefighting needs are not expected to increase by this development. JVWCD's contractor coordinated extensively with Unified Fire Authority during design to mitigate impacts.

1. Filter building: There will be no change to the current operation. No new filters are being added. Firefighting needs are minimal with the covered basins being similar to an indoor swimming pool in terms of flammability. The construction is 100% concrete and non-flammable
2. Office areas: No upgrades are proposed to the office suites.
3. Chemical Feed areas: Operation will continue with the existing chemical suite. These chemicals include gaseous chlorine, sodium chlorite, aluminum chlorhydrate
4. New Caustic Storage Building: This building will be of masonry non-flammable construction
5. New powdered Activated Carbon System: This system will have engineering controls to limit fire hazard. It is located away from other buildings to limit spreading if a fire were to occur

Transportation ingress/egress

Transportation needs for the facility will remain largely unchanged. No connections to the Herriman City transportation network are needed by either the existing plant or the expanded plant.

Ingress/egress will be limited to the now-existing north entrance to Bluffdale City from 3200 West Street and the south entrance to Mountain View Corridor (UDOT facility). 3200 West will remain a private road with no through traffic.

Staff is expected to increase by approximately 5 full-time employees from the current 30 persons to 35 persons.

Chemical deliveries will increase commensurate with the additional treated water capacity. Initial delivery volumes, as well as 5-year future deliveries are noted below:



Projected Monthly Chemical Deliveries		
Chemical	No. of Monthly Truck Trips (Average)	
	Current / 2025	Future / 2030
Poly-aluminum Chloride (existing)	1.82	2.18
Polyelectrolyte Cationic (existing)	0.43	0.52
Fluoride Acid (removed)	0.84	0
Flocculation Aid (existing)	0.01	0.02
Caustic Soda (new)	N/A	2.80
Sodium Chlorite (existing)	0.95	1.14
Chlorine Gas (existing)	1.07	1.28
Powdered Activated Carbon (existing)	0.70	0.84
Total:	5.8	8.8

Note: JVWTP ceased operation of its fluoride feed system in May 2025 in response to new legislation from the Utah Legislature removing fluoridation from municipal water in Utah.

Note the increase in trips from the improvements will be about 3 truck loads per month (50% increase). None of this traffic volume is expected on Herriman City streets.

Stormwater Utility

The JVWTP is self-contained in terms of stormwater. No connections to the Herriman City stormwater system exist or are proposed. Stormwater is contained onsite in three large stormwater overflow facilities.

In 2021, JVWCD constructed a new water retention facility along the Welby Canal for the "west parcel". This area had been known to flood 3200 West Street on occasion during summer thunderstorms. These historical overflows have been contained.

The new stormwater detention facility is 3,500 AF and is sufficient to fully contain expected stormwater flows from the west parcel and the additional stormwater from the two new masonry buildings constructed.



Stormwater from the smaller powdered activated carbon storage towers and control building will be routed via the existing site stormwater system to the "Corner Pond". No new stormwater facilities are expected. No connections to the Herriman City stormwater systems are proposed.

Landscaping

The JVWTP is a leader in local-scape development within Utah, especially in Salt Lake County. During recent years it has converted approximately two acres per year to meet its new landscaping requirements. Additional improvements are planned for the area east of the visitor parking, but not as part of this project.

The existing north and south frontages will remain unchanged. As mentioned, stormwater will be contained on-site.

The additional landscaping proposed along 3200 West will be consistent with the existing landscaping and meet low water use goals.

These landscaping improvements will have no impact on Herriman City or its facilities.

Sanitary Sewer

The JVWTP is connected to sanitary sewer via the Bluffdale City sewer system (Jordan Basin Water Reclamation Facility). Sewer flows will increase with this project from a water softener in the sodium hydroxide building. No new sewer connections are needed. No sewer service is needed from Herriman City due to the location of the water treatment plant upgradient from Bluffdale City (not Herriman City.)

CONCLUSION

The JVWTP is a unique facility in Herriman City. Because its development pre-dates surrounding development, it is largely self-contained and self-supplied in terms of municipal infrastructure. This project will have negligible impacts on the surrounding community and will require no Herriman City infrastructure improvements.

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jvwcd.gov

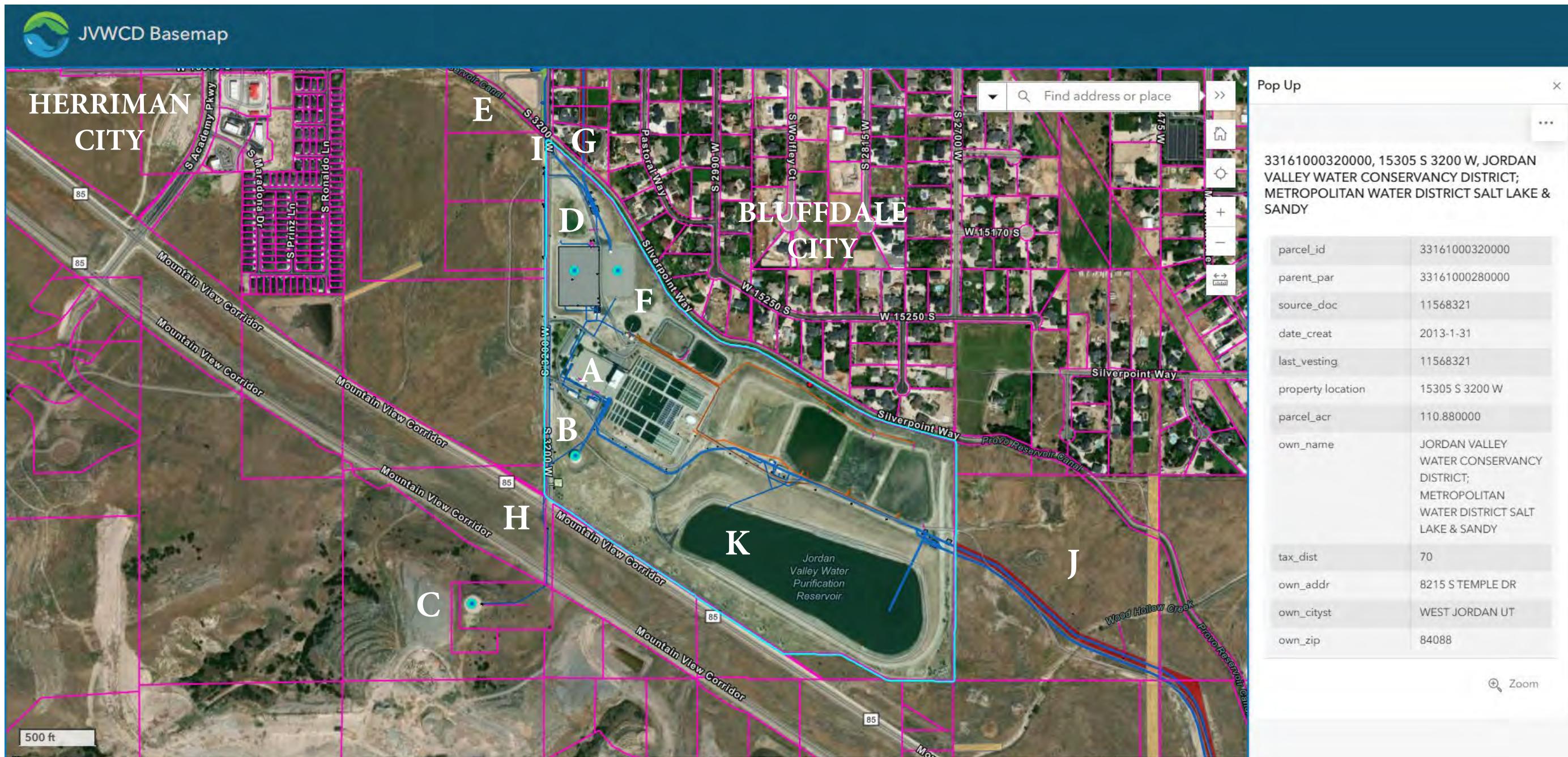
8215 South 1300 West
West Jordan, UT 84088



JORDAN VALLEY WATER
CONSERVANCY DISTRICT

FIGURE 1.

Aerial Map



A. FILTER BUILDING (EXISTING)

B. LOCATION OF NEW MASONRY STRUCTURES

C. SELF-CONTAINED 1 MG DRINKING WATER RESERVOIR (EXISTING)

D. STORMWATER RETENTION POND (EXISTING)

E. STORMWATER DITCH (EXISTING)

F. STORMWATER POND (EXISTING)

G. SEWER CONNECTION (EXISTING)

H. SOUTH ENTRANCE (MOUNTAIN VIEW CORRIDOR, HERRIMAN CITY, EXISTING)

I. NORTH ENTRANCE (3200 WEST STREET, BLUFFDALE CITY, EXISTING)

J. SOLIDS STORAGE (EXISTING)

K. UNTREATED WATER RESERVOIR (EXISTING)



STAFF REPORT

DATE: October 30, 2025

TO: The Honorable Mayor and City Council

FROM: Bryce Terry, City Engineer

SUBJECT: Discussion Regarding Potentially Amending City Ordinance Concerning Roadway Cuts

RECOMMENDATION:

Staff recommends that the City Council approve and adopt the proposed amendments to Herriman City Code §7-4-8 as presented.

ALIGNMENT WITH STRATEGIC PLAN:

This proposal complies with the following goals of the city's adopted strategic plan:

ES 6.2: Roadway pavement management

QL 5: Maintenance Quality

ISSUE BEFORE COUNCIL:

Should the City consider amendments to Herriman City Code §7-4-8, which governs restoration of roadway surfaces following utility or contractor excavations, to strengthen protections for newly constructed and recently treated roadways?

BACKGROUND/SUMMARY:

Herriman's existing code requires excavation restorations to match existing pavement and, in some cases, resurface a wider section of roadway. However, recent experience has shown that early pavement cuts significantly reduce roadway life and create long-term maintenance challenges.

Neighboring and regional jurisdictions have adopted stronger protections, including moratoriums on cuts in new pavements, expanded restoration/ areas, and protections for chip seal and slurry seal treatments.

DISCUSSION:

A summary of the Proposed Updated Ordinance:

- Establish a 3-year moratorium on roadway cuts in newly constructed or reconstructed pavements, except for emergency or urgent repairs authorized by the City Engineer.
- Require full-width resurfacing (25 feet in each direction) for excavations made within the first five (5) years after construction or reconstruction.
- Require full-width restoration if roadway has received a surface treatment (asphalt overlay, chip seal, slurry seal, etc.) within the preceding two (2) years.
- Confirm City Engineer authority to suspend operations if restoration cannot be properly achieved.

Existing Code:

7-4-8 Restoration Of Surface

- A. Any person making any excavation or tunnel in or under any public street, alley, or other public place in the city shall, at their own expense, restore the surface to its same type and depth of pavement as that which is adjoining, including the gravel base material. Refills shall be properly tamped down, and any bracing in such tunnel or excavation shall be left in the ground. All restoration shall conform to the city standards, and all restorations shall be accomplished within 72 hours from the time of the excavation, unless additional time is granted in writing by the city. If, within the preceding three years, the city has resurfaced the pavement with either asphalt, chip seal, or slurry seal, the permittee shall be responsible for resurfacing the entire width of the excavated pavement, from curb to curb, to a length of 25 feet from each side of the excavation or cut. Such resurfacing shall be made with either asphalt, chip seal or slurry seal, as determined by the city engineer, and shall conform to city standards.
- B. The city engineer has the authority to suspend operations under excavation permits where, in their judgment, climatic changes would prevent proper restoration of pavement surfaces.
- C. If the excavation impacted adjacent private property, the private restoration requirements include restoring the private property to pre-excavation standards, even if the excavations are on a public utility easement.

Proposed Code:

7-4-8 Restoration Of Roadway Surface

- A. Moratorium on Newly Constructed Pavements.
 1. No person shall make any excavation, test hole, or pavement cut within a public street, alley, or other public place that has been newly constructed or reconstructed within the preceding three (3) years.
 2. Exceptions may be granted by the City Engineer for emergency repairs, urgent utility service connections, or other installations deemed in the best interest of the City. Granted exceptions shall follow requirements listed in paragraph B below.
- B. Restoration Requirements for Pavements Less Than Five (5) Years Old.

1. For any excavation made in pavement constructed or reconstructed within the preceding five (5) years, the permittee shall restore the roadway surface as follows:
 - a. Resurfacing shall extend the full width of the roadway, from curb to curb (or edge of pavement to edge of pavement where no curb exists)
 - b. The resurfacing shall extend a minimum length of twenty-five (25) feet in each direction from the limits of the cut.
 - c. Pavement restoration shall be made with asphalt concrete or other surface treatment, as determined by the City Engineer, and shall conform to City standards.

C. Restoration Requirements for Recently Treated Pavements.

1. If the City has resurfaced a roadway with asphalt overlay, chip seal, slurry seal, or other surface treatment within the preceding two (2) years, any excavation shall require full-width restoration of the treated roadway surface.
2. The City Engineer shall determine the appropriate treatment method for restoration.

E. Private Property Restoration.

Where excavation impacts adjacent private property, the permittee shall restore such property to pre-excavation conditions, including landscaping, hard surfaces, or other improvements, even if the work occurred within a public utility easement.

F. Authority of the City Engineer.

The City Engineer is authorized to suspend excavation work under this section if, in their judgment, weather, materials, or other conditions would prevent proper restoration.

FISCAL IMPACT:

Adoption of these amendments is expected to reduce long-term pavement maintenance and resurfacing costs by preserving pavement integrity and extending service life. There is no direct fiscal impact on the City for adoption; costs are borne by utility companies and contractors performing excavations.

ALTERNATIVES:

Option 1 [Recommended] – Adopt proposed amendment to Herriman City Code 7-4-

Option 2 – Modify and Return. Provide feedback on proposed ordinance requirements or treatment protections. Direct staff to revise the ordinance language and return for further work meeting discussion before proceeding.

Option 3 – Maintain Current Code. Take no action at this time.

ATTACHMENTS:

- Ordinance Amendment

HERRIMAN, UTAH
ORDINANCE NO. 2025 -

**AN ORDINANCE AMENDING SECTION 7-4-8 OF THE HERRIMAN CITY CODE
REGARDING RESTORATION OF ROADWAY SURFACES FOLLOWING
EXCAVATION**

WHEREAS, the City of Herriman, pursuant to Utah State Code, may adopt ordinances governing the use and protection of public streets and rights-of-way; and

WHEREAS, the City Council finds that roadway cuts in newly constructed or recently treated pavements significantly reduce pavement life and increase long-term maintenance costs; 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, the City desires to strengthen protections for public infrastructure by establishing moratoriums and enhanced restoration requirements for excavations in new or treated pavements;

WHEREAS, the Commission voted 5-1 to recommend approval of the Zoning text amendment in a public meeting held on September 17, 2025, at 7:00 p.m. in the City Council Chamber; and

NOW, THEREFORE, be it ordained by the Herriman City Council that Herriman City Code Section **7-4-8** is hereby amended to read as set forth in **Exhibit “A”** attached hereto and incorporated herein by reference.

PASSED AND APPROVED this 12th day of November 2025.

HERRIMAN CITY

ATTEST:

Mayor Lorin Palmer

Jackie Nostrom, City Recorder

Exhibit "A"

7-4-8 Restoration Of Surface

- A. ~~Any person making any excavation or tunnel in or under any public street, alley or other public place in the city shall, at his own expense, restore the surface to its same type and depth of pavement as that which is adjoining, including the gravel base material. Refills shall be properly tamped down, and any bracing in such tunnel or excavation shall be left in the ground. All restoration shall conform to the city standards and all restorations shall be accomplished within 72 hours from the time of the excavation, unless additional time is granted in writing by the city. If, within the preceding three years, the city has resurfaced the pavement with either asphalt, chip seal or slurry seal, the permittee shall be responsible for resurfacing the entire width of the excavated pavement, from curb to curb, to a length of 25 feet from each side of the excavation or cut. Such resurfacing shall be made with either asphalt, chip seal or slurry seal, as determined by the city engineer, and shall conform to city standards.~~
- B. ~~The city engineer has authority to suspend operations under excavation permits where, in his judgment, climatic changes would prevent proper restoration of pavement surfaces.~~
- C. ~~If the excavation impacted adjacent private property, the private restoration requirements include restoring the private property to pre-excavation standards, even if the excavations are on a public utility easement.~~

REPLACE ABOVE WITH THE FOLLOWING:

- A. Moratorium on Newly Constructed Pavements.
 - 1. No person shall make any excavation, test hole, or pavement cut within a public street, alley, or other public place that has been newly constructed or reconstructed within the preceding three (3) years.
 - 2. Exceptions may be granted by the City Engineer for emergency repairs, urgent utility service connections, or other installations deemed in the best interest of the City. Granted exceptions shall follow requirements listed in paragraph B below.
- B. Restoration Requirements for Pavements Less Than Five (5) Years Old.
 - 1. For any excavation made in pavement constructed or reconstructed within the preceding five (5) years, the permittee shall restore the roadway surface as follows:
 - i. Resurfacing shall extend the full width of the roadway, from curb to curb (or edge of pavement to edge of pavement where no curb exists)
 - ii. The resurfacing shall extend a minimum length of twenty-five (25) feet in each direction from the limits of the cut.
 - iii. Pavement restoration shall be made with asphalt concrete or other surface treatment, as determined by the City Engineer, and shall conform to City standards.

C. Restoration Requirements for Recently Treated Pavements.

1. If the City has resurfaced a roadway with asphalt overlay, chip seal, slurry seal, or other surface treatment within the preceding two (2) years, any excavation shall require full-width restoration of the treated roadway surface.
2. The City Engineer shall determine the appropriate treatment method for restoration.

E. Private Property Restoration.

Where excavation impacts adjacent private property, the permittee shall restore such property to pre-excavation conditions, including landscaping, hard surfaces, or other improvements, even if the work occurred within a public utility easement.

F. Authority of the City Engineer.

The City Engineer is authorized to suspend excavation work under this section if, in their judgment, weather, materials, or other conditions would prevent proper restoration.



STAFF REPORT

Date: October 30, 2025

To: The Honorable Mayor and Members of the City Council

From: Michael Maloy, Planning Director

Re: Review and consider approval of a recommendation to amend the General Plan to add a Water Use and Preservation Element as required by Utah Code. (File No. G2025-135)

RECOMMENDATION:

The Planning Commission and staff recommend approval of the proposed Water Use and Preservation Element as an amendment to the General Plan, as required by Utah Code.

ISSUE BEFORE COUNCIL:

Should the City Council approve the proposal as drafted or with additional amendments to ensure compliance with Utah State Code and achieve the City's vision and goals?

BACKGROUND & SUMMARY:

The Utah State Code now requires municipalities to adopt a "Water Use and Preservation Element" as part of their municipal general plan. Staff has been working with Susan Petheram, AICP, of FFKR Architects, to draft the required amendment, which must be adopted by December 31, 2025 (see Attachment A).

ALIGNMENT WITH STRATEGIC PLAN:

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

ES 3 – Natural resources, parks, trails, and amenities. Preserve, enhance, and market Herriman's *natural resources*, parks, trails, and public amenities as vital community assets. Residents prioritize recreation and access to natural resources; work to meet those needs.

ES 7 – Consistent, safe, and reliable utility services. *Utilities* should be adequately funded and staffed to seamlessly *meet the community's needs*. Strategic investments in infrastructure and consistent preventative maintenance will be key focus areas.

ES 8.1.1 – Master plans and impact fee analyses updates. Monitor and update the transportation, storm drain, *water*, and parks master plans as necessary. New development plans should incorporate the elements of the City’s master plans (italics added for emphasis).

DISCUSSION:

Whereas the City has already adopted water efficiency standards, the “Water Use and Preservation Element” will primarily provide “background” or “justification” for existing regulations. However, the plan could also address the City’s qualitative objectives, such as the quality of landscape design and maintenance, as well as its quantitative objectives, including reducing water consumption rates per dwelling unit. With this approach in mind, the Planning Department has been researching and discussing potential qualitative conservation objectives for the plan.

To address these issues, the City has prepared the attached amendment for review by the Planning Commission and the City Council for adoption (see Attachments B and C).

STANDARDS:

Regarding the required process for a General Plan amendment, Herriman City Code states the following:

- **10-5-5 Public Hearings and Meetings**
 - D. Any public hearing or meeting required under this title shall be scheduled and held subject to the requirements of this section and applicable state law. If a conflict arises between a provision of this section and state law, state law shall prevail.
 - 1. *Required notice of public hearing or public meeting.* Public notice shall comply with applicable requirements of U.C.A. 1953, § 52-4-202. Notice of a public hearing shall be provided at least ten calendar days before the hearing date. Notice of a public meeting shall be provided at least 24 hours before the meeting. A public hearing or meeting notice shall include:
 - a. A statement summarizing the substance of the application;
 - b. The date, time, and place of the public hearing or public meeting; and
 - c. The place where the application may be inspected by the public.
 - 2. *Posting notice on site.* In addition to public notice of a hearing or public meeting as provided in this section, the community development director shall cause on-site notice to be posted for any application to amend the zoning map. Any error or failure by the City to post on-site notice shall not affect the legal adequacy or sufficiency of notice except as required by state law.

Finding: In preparation for the Planning Commission public hearing, the City completed the online and physical posting of public hearing notices regarding the proposal by October 3, 2025. This included mailed notification to all registered and affected entities, as required by Utah and City Code. Before the publication of this staff report, City staff had not received any public comment either for or against the proposed amendments.

Following the October 15, 2025, public hearing, the Planning Commission voted 6-0 to recommend approval of the proposed General Plan amendment.

- **10-5-7 E. (General Plan) Approval Standards**

A decision to adopt or amend the general plan is a matter within the legislative discretion of the city council. After the public meeting, the city council may adopt the application as proposed, adopt an amended proposal, or reject the application.

Finding: Whereas both Utah Code and City Code acknowledge that municipalities have broad legislative discretion, the City Council has latitude in making this decision. However, as stated previously, the purpose of the proposal is to achieve compliance with Utah State Code Section 10-9a-403, which is mandatory.

ALTERNATIVES:

The City Council may consider the following alternatives when making a motion on the proposal:

Alternative	Recommendation	Considerations For Alternative	Considerations Against Alternative
Approve	Yes	Proposal complies with Utah State Code	None identified by staff
Modify		Modification may improve the clarity and effectiveness of the proposed amendment	Modification may cause unforeseen conflicts
Continue		Continuance would allow further review and consideration	Continuance will require expenditure of additional resources and delay completion of the amendment, which must be adopted by year's end
Deny		None identified by staff	Denial will require additional resources to draft necessary amendments and delay implementation

FINANCIAL IMPACT:

Adoption of the General Plan amendment does not impact the adopted (or pending) Herriman City Budget. However, the proposal specifies objectives that will likely affect future infrastructure construction and maintenance costs within the City, mostly through the private sector, as the City increases its efforts to conserve water.

ATTACHMENT:

- Utah Code Section 10-9a-403
- Draft Ordinance
- Draft Water Use & Preservation Element

Effective 5/7/2025

10-9a-403 General plan preparation.

(1)

- (a) The planning commission shall provide notice, as provided in Section 10-9a-203, of the planning commission's intent to make a recommendation to the municipal legislative body for a general plan or a comprehensive general plan amendment when the planning commission initiates the process of preparing the planning commission's recommendation.
- (b) The planning commission shall make and recommend to the legislative body a proposed general plan for the area within the municipality.
- (c) The plan may include areas outside the boundaries of the municipality if, in the planning commission's judgment, those areas are related to the planning of the municipality's territory.
- (d) Except as otherwise provided by law or with respect to a municipality's power of eminent domain, when the plan of a municipality involves territory outside the boundaries of the municipality, the municipality may not take action affecting that territory without the concurrence of the county or other municipalities affected.

(2)

- (a) At a minimum, the proposed general plan, with the accompanying maps, charts, and descriptive and explanatory matter, shall include the planning commission's recommendations for the following plan elements:
 - (i) a land use element that:
 - (A) designates the long-term goals and the proposed extent, general distribution, and location of land for housing for residents of various income levels, business, industry, agriculture, recreation, education, public buildings and grounds, open space, and other categories of public and private uses of land as appropriate;
 - (B) includes a statement of the projections for and standards of population density and building intensity recommended for the various land use categories covered by the plan;
 - (C) except for a city of the fifth class or a town, is coordinated to integrate the land use element with the water use and preservation element; and
 - (D) except for a city of the fifth class or a town, accounts for the effect of land use categories and land uses on water demand;
 - (ii) a transportation and traffic circulation element that:
 - (A) provides the general location and extent of existing and proposed freeways, arterial and collector streets, public transit, active transportation facilities, and other modes of transportation that the planning commission considers appropriate;
 - (B) for a municipality that has access to a major transit investment corridor, addresses the municipality's plan for residential and commercial development around major transit investment corridors to maintain and improve the connections between housing, employment, education, recreation, and commerce;
 - (C) for a municipality that does not have access to a major transit investment corridor, addresses the municipality's plan for residential and commercial development in areas that will maintain and improve the connections between housing, transportation, employment, education, recreation, and commerce; and
 - (D) correlates with the population projections, the employment projections, and the proposed land use element of the general plan;
 - (iii) a moderate income housing element that:
 - (A) provides a realistic opportunity to meet the need for additional moderate income housing within the municipality during the next five years;

- (B) for a municipality that is not a specified municipality, may include a recommendation to implement three or more of the moderate income housing strategies described in Subsection (2)(b)(iii);
- (C) for a specified municipality, as defined in Section 10-9a-408, that does not have a fixed guideway public transit station, shall include a recommendation to implement three or more of the moderate income housing strategies described in Subsection (2)(b)(iii) or at least one of the moderate income housing strategies described in Subsections (2)(b)(iii)(X) through (CC);
- (D) for a specified municipality, as defined in Section 10-9a-408, that has a fixed guideway public transit station, shall include:
 - (I) a recommendation to implement five or more of the moderate income housing strategies described in Subsection (2)(b)(iii), of which one shall be the moderate income housing strategy described in Subsection (2)(b)(iii)(U) and one shall be a moderate income housing strategy described in Subsection (2)(b)(iii)(G) or (H); or
 - (II) a recommendation to implement the moderate income housing strategy described in Subsection (2)(b)(iii)(U), one of the moderate income housing strategies described in Subsections (2)(b)(iii)(X) through (CC), and one moderate income housing strategy described in Subsection (2)(b)(iii); and
- (E) for a specified municipality, as defined in Section 10-9a-408, shall include an implementation plan as provided in Subsection (2)(c); and

(iv) except for a city of the fifth class or a town, a water use and preservation element that addresses:

- (A) the effect of permitted development or patterns of development on water demand and water infrastructure;
- (B) methods of reducing water demand and per capita consumption for future development;
- (C) methods of reducing water demand and per capita consumption for existing development; and
- (D) opportunities for the municipality to modify the municipality's operations to eliminate practices or conditions that waste water.

(b) In drafting the moderate income housing element, the planning commission:

- (i) shall consider the Legislature's determination that municipalities shall facilitate a reasonable opportunity for a variety of housing, including moderate income housing:
 - (A) to meet the needs of people of various income levels living, working, or desiring to live or work in the community; and
 - (B) to allow people with various incomes to benefit from and fully participate in all aspects of neighborhood and community life;
- (ii) for a municipality that is not a specified municipality, may include, and for a specified municipality as defined in Section 10-9a-408, shall include, an analysis of how the municipality will provide a realistic opportunity for the development of moderate income housing within the next five years;
- (iii) for a municipality that is not a specified municipality, may include, and for a specified municipality as defined in Section 10-9a-408, shall include a recommendation to implement the required number of any of the following moderate income housing strategies as specified in Subsection (2)(a)(iii):
 - (A) rezone for densities necessary to facilitate the production of moderate income housing;
 - (B) demonstrate investment in the rehabilitation or expansion of infrastructure that facilitates the construction of moderate income housing;

- (C) demonstrate investment in the rehabilitation of existing uninhabitable housing stock into moderate income housing;
- (D) identify and utilize general fund subsidies or other sources of revenue to waive construction related fees that are otherwise generally imposed by the municipality for the construction or rehabilitation of moderate income housing;
- (E) create or allow for, and reduce regulations related to, internal or detached accessory dwelling units in residential zones;
- (F) zone or rezone for higher density or moderate income residential development in commercial or mixed-use zones near major transit investment corridors, commercial centers, or employment centers;
- (G) amend land use regulations to allow for higher density or new moderate income residential development in commercial or mixed-use zones near major transit investment corridors;
- (H) amend land use regulations to eliminate or reduce parking requirements for residential development where a resident is less likely to rely on the resident's own vehicle, such as residential development near major transit investment corridors or senior living facilities;
- (I) amend land use regulations to allow for single room occupancy developments;
- (J) implement zoning incentives for moderate income units in new developments;
- (K) preserve existing and new moderate income housing and subsidized units by utilizing a landlord incentive program, providing for deed restricted units through a grant program, or, notwithstanding Section 10-9a-535, establishing a housing loss mitigation fund;
- (L) reduce, waive, or eliminate impact fees related to moderate income housing;
- (M) demonstrate creation of, or participation in, a community land trust program for moderate income housing;
- (N) implement a mortgage assistance program for employees of the municipality, an employer that provides contracted services to the municipality, or any other public employer that operates within the municipality;
- (O) apply for or partner with an entity that applies for state or federal funds or tax incentives to promote the construction of moderate income housing, an entity that applies for programs offered by the Utah Housing Corporation within that agency's funding capacity, an entity that applies for affordable housing programs administered by the Department of Workforce Services, an entity that applies for affordable housing programs administered by an association of governments established by an interlocal agreement under Title 11, Chapter 13, Interlocal Cooperation Act, an entity that applies for services provided by a public housing authority to preserve and create moderate income housing, or any other entity that applies for programs or services that promote the construction or preservation of moderate income housing;
- (P) demonstrate utilization of a moderate income housing set aside from a community reinvestment agency, redevelopment agency, or community development and renewal agency to create or subsidize moderate income housing;
- (Q) eliminate impact fees for any accessory dwelling unit that is not an internal accessory dwelling unit as defined in Section 10-9a-530;
- (R) create a program to transfer development rights for moderate income housing;
- (S) ratify a joint acquisition agreement with another local political subdivision for the purpose of combining resources to acquire property for moderate income housing;
- (T) develop a moderate income housing project for residents who are disabled or 55 years old or older;
- (U) develop and adopt a station area plan in accordance with Section 10-9a-403.1;

- (V) create or allow for, and reduce regulations related to, multifamily residential dwellings compatible in scale and form with detached single-family residential dwellings and located in walkable communities within residential or mixed-use zones;
- (W) demonstrate implementation of any other program or strategy to address the housing needs of residents of the municipality who earn less than 80% of the area median income, including the dedication of a local funding source to moderate income housing or the adoption of a land use ordinance that requires 10% or more of new residential development in a residential zone be dedicated to moderate income housing;
- (X) create a housing and transit reinvestment zone pursuant to Title 63N, Chapter 3, Part 6, Housing and Transit Reinvestment Zone Act;
- (Y) create a home ownership promotion zone pursuant to Part 10, Home Ownership Promotion Zone for Municipalities;
- (Z) create a first home investment zone in accordance with Title 63N, Chapter 3, Part 16, First Home Investment Zone Act;
- (AA) approve a project that receives funding from, or qualifies to receive funding from, the Utah Homes Investment Program created in Title 51, Chapter 12, Utah Homes Investment Program;
- (BB) adopt or approve a qualifying affordable home ownership density bonus for single-family residential units, as described in Section 10-9a-403.2; and
- (CC) adopt or approve a qualifying affordable home ownership density bonus for multi-family residential units, as described in Section 10-9a-403.3; and

(iv) shall identify each moderate income housing strategy recommended to the legislative body for implementation by restating the exact language used to describe the strategy in Subsection (2)(b)(iii).

(c)

- (i) In drafting the implementation plan portion of the moderate income housing element as described in Subsection (2)(a)(iii)(C), the planning commission shall recommend to the legislative body the establishment of a five-year timeline for implementing each of the moderate income housing strategies selected by the municipality for implementation.
- (ii) The timeline described in Subsection (2)(c)(i) shall:
 - (A) identify specific measures and benchmarks for implementing each moderate income housing strategy selected by the municipality, whether one-time or ongoing; and
 - (B) provide flexibility for the municipality to make adjustments as needed.

(d) In drafting the land use element, the planning commission shall:

- (i) identify and consider each agriculture protection area within the municipality;
- (ii) avoid proposing a use of land within an agriculture protection area that is inconsistent with or detrimental to the use of the land for agriculture; and
- (iii) consider and coordinate with any station area plans adopted by the municipality if required under Section 10-9a-403.1.

(e) In drafting the transportation and traffic circulation element, the planning commission shall:

- (i)
 - (A) consider and coordinate with the regional transportation plan developed by the municipality's region's metropolitan planning organization, if the municipality is within the boundaries of a metropolitan planning organization; or
 - (B) consider and coordinate with the long-range transportation plan developed by the Department of Transportation, if the municipality is not within the boundaries of a metropolitan planning organization; and

(ii) consider and coordinate with any station area plans adopted by the municipality if required under Section 10-9a-403.1.

(f) In drafting the water use and preservation element, the planning commission:

(i) shall consider:

(A) applicable regional water conservation goals recommended by the Division of Water Resources; and

(B) if Section 73-10-32 requires the municipality to adopt a water conservation plan pursuant to Section 73-10-32, the municipality's water conservation plan;

(ii) shall include a recommendation for:

(A) water conservation policies to be determined by the municipality; and

(B) landscaping options within a public street for current and future development that do not require the use of lawn or turf in a parkstrip;

(iii) shall review the municipality's land use ordinances and include a recommendation for

changes to an ordinance that promotes the inefficient use of water;

(iv) shall consider principles of sustainable landscaping, including the:

(A) reduction or limitation of the use of lawn or turf;

(B) promotion of site-specific landscape design that decreases stormwater runoff or runoff of water used for irrigation;

(C) preservation and use of healthy trees that have a reasonable water requirement or are resistant to dry soil conditions;

(D) elimination or regulation of ponds, pools, and other features that promote unnecessary water evaporation;

(E) reduction of yard waste; and

(F) use of an irrigation system, including drip irrigation, best adapted to provide the optimal amount of water to the plants being irrigated;

(v) shall consult with the public water system or systems serving the municipality with drinking water regarding how implementation of the land use element and water use and preservation element may affect:

(A) water supply planning, including drinking water source and storage capacity consistent with Section 19-4-114; and

(B) water distribution planning, including master plans, infrastructure asset management programs and plans, infrastructure replacement plans, and impact fee facilities plans;

(vi) shall consult with the Division of Water Resources for information and technical resources regarding regional water conservation goals, including how implementation of the land use element and the water use and preservation element may affect the Great Salt Lake;

(vii) may include recommendations for additional water demand reduction strategies, including:

(A) creating a water budget associated with a particular type of development;

(B) adopting new or modified lot size, configuration, and landscaping standards that will reduce water demand for new single family development;

(C) providing one or more water reduction incentives for existing development such as modification of existing landscapes and irrigation systems and installation of water fixtures or systems that minimize water demand;

(D) discouraging incentives for economic development activities that do not adequately account for water use or do not include strategies for reducing water demand; and

(E) adopting water concurrency standards requiring that adequate water supplies and facilities are or will be in place for new development; and

(viii) for a town, may include, and for another municipality, shall include, a recommendation for low water use landscaping standards for a new:

- (A) commercial, industrial, or institutional development;
- (B) common interest community, as defined in Section 57-25-102; or
- (C) multifamily housing project.

(3) The proposed general plan may include:

(a) an environmental element that addresses:

- (i) the protection, conservation, development, and use of natural resources, including the quality of:
 - (A) air;
 - (B) forests;
 - (C) soils;
 - (D) rivers;
 - (E) groundwater and other waters;
 - (F) harbors;
 - (G) fisheries;
 - (H) wildlife;
 - (I) minerals; and
 - (J) other natural resources; and
- (ii)

- (A) the reclamation of land, flood control, prevention and control of the pollution of streams and other waters;
- (B) the regulation of the use of land on hillsides, stream channels and other environmentally sensitive areas;
- (C) the prevention, control, and correction of the erosion of soils;
- (D) the preservation and enhancement of watersheds and wetlands; and
- (E) the mapping of known geologic hazards;

(b) a public services and facilities element showing general plans for sewage, water, waste disposal, drainage, public utilities, rights-of-way, easements, and facilities for them, police and fire protection, and other public services;

(c) a rehabilitation, redevelopment, and conservation element consisting of plans and programs for:

- (i) historic preservation;
- (ii) the diminution or elimination of a development impediment as defined in Section 17C-1-102; and
- (iii) redevelopment of land, including housing sites, business and industrial sites, and public building sites;

(d) an economic element composed of appropriate studies and forecasts, as well as an economic development plan, which may include review of existing and projected municipal revenue and expenditures, revenue sources, identification of basic and secondary industry, primary and secondary market areas, employment, and retail sales activity;

(e) recommendations for implementing all or any portion of the general plan, including the adoption of land and water use ordinances, capital improvement plans, community development and promotion, and any other appropriate action;

(f) provisions addressing any of the matters listed in Subsection 10-9a-401(2) or (3); and

(g) any other element the municipality considers appropriate.

Amended by Chapter 385, 2025 General Session

HERRIMAN, UTAH
ORDINANCE NO. 25-

**AMEND THE GENERAL PLAN
TO INCLUDE A WATER USE AND PRESERVATION ELEMENT
AS REQUIRED BY UTAH CODE**

WHEREAS, Utah Code Ann. § 10-9a-404 provides in part that the Herriman City Council (the “Council”) may make amendments to the adopted Herriman City General Plan (the “General Plan”); and

WHEREAS, Utah Code Ann. § 10-9a-404 also provides that the Council may not make any amendment to its General Plan unless it is first submitted to the Herriman City Planning Commission (the “Commission) for its recommendation; and

WHEREAS, Utah Code Ann. § 10-9a-404 provides that the Commission shall provide notice as required by Subsection 10-9a-204(1)(a) and hold a public hearing on a proposed General Plan amendment; and

WHEREAS, on October 3, 2025, the required public hearing notice was mailed to all affected property owners and entities; and

WHEREAS, on October 3, 2025, the required public hearing notice was posted in three public places within the City; and

WHEREAS, on October 15, 2025, the Commission held a required public hearing with respect to the proposed General Plan amendment; and

WHEREAS, on April 2, 2025, the Commission continued the discussion and recommendation to a future date uncertain with respect to the proposed General Plan amendment; and

WHEREAS, on April 16, 2025, the Commission voted 6-0 to recommend approval of the proposed General Plan amendment; and

WHEREAS, on November 12, 2025, the Council considered the proposed General Plan amendment during a public meeting; and

WHEREAS, Council finds that it is in the best interest of the residents of Herriman to adopt the proposed General Plan amendment;

NOW, THEREFORE, be it ordained by the Council that the proposed General Plan amendment to include a Water Use and Preservation Element is hereby adopted as shown in shown in Exhibit A below:

This Ordinance assigned Ordinance No. 25-____, 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's recorder.

PASSED AND APPROVED this 12th day of November 2025.

HERRIMAN

ATTEST:

Mayor Lorin Palmer

Jackie Nostrom, City Recorder

“Exhibit A”
(see attachment on the following pages)

2025

REVIEW DRAFT: OCTOBER 2025



Herriman City Water Use and Preservation Plan



Water & Land Use in Herriman

DRAFT



1.1 INTRODUCTION

WELCOME

This water use and preservation element of Herriman's General Plan, Herriman NEXT, is a key step for integrating decisions related to land use, development patterns, **community character**, and water supply.

With a rapidly **growing** population in a semi-arid climate, **Herriman City has actively implemented a water conservation framework for the community, resulting in reduced water use per capita over the past decade.** The integration of water and land use planning is a critical part of the effort to ensure future water supplies can meet the demands related to our growth.

This element helps guide decision-making for existing development and **future growth**, as well as capital improvements in Herriman, to meet water **supply demands** while retaining community character and quality of life.

WATER AND LAND USE PLANNING CONTEXT

By the year 2065, the population of Utah is expected to double, with a **projected population of approximately 6 million people** and water consumers. Utah remains one of the fastest growing in the nation. Our state is one of the highest per capita water users in the United States while also being one of the driest.

Many of us take our water for granted. There is not always a clear understanding of the source of our water and the complexity of the water infrastructure needed to get it to our homes and businesses. Because water seems so readily available, the relative scarcity of water in Utah's semi-arid climate often is overlooked.

A large factor in our water use is the high proportion of water, often culinary, used outdoors to irrigate landscaped yards for homes, businesses, schools, churches, and government buildings, as well as our parks, open spaces, and recreational fields. Our development patterns, including lot sizes, configuration of landscaped areas, and irrigation practices all play a role in how much water we use at different times of the year.

1.2 PLANNING FOR GROWTH

GROWTH IN HERRIMAN

Herriman continues to be a hot spot for growth and development in Salt Lake County and the broader Wasatch Front area. With the recent annexation of the Olympia area in 2022, and the approval of amendments to large-scale Master Development Agreements (MDAs) in 2024, growth and development is expected to continue over the next several decades.

A primary focus of Herriman NEXT, and this element, is to balance concerns with the realities of the amount and type of development already approved in Herriman. While this growth provides many opportunities for the community it does raise the issue of water availability to support ongoing development. HOW we grow makes a big impact on the amount of water supply needed. Herriman is currently and can continue to make a difference!

USING THE ELEMENT

This element, along with other components of Herriman NEXT, are relevant to all who live, work, and play in Herriman City. The water use and preservation element is a means to align the efforts of different City departments with each other and with regional and state partners.

The recommendations of this element provide a water-centric framework for Herriman City to consider in its land use and development policies and decisions.

City Staff and Officials use this element of the General Plan to guide their decisions and to adopt or update policies and regulations related to water and land use. It can help prioritize budget-related decisions on capital improvements and guide the evaluation and review of development proposals.

Residents, Business Owners, Property Owners, and Developers can use this element of the General Plan to understand the direction Herriman City is taking related to land use and water conservation and how local actions support regional and statewide goals. This includes an understanding of past decisions and the City's direction on future implementation strategies. This document also provides an understanding of opportunities community members may have regarding water conservation on their property, at their business, or within a new development.

Regional Partners and Agencies can refer to this element of the General Plan to understand the vision and strategies Herriman City has adopted to support regional and statewide goals for water conservation.

UTAH STATE CODE REQUIREMENTS

Recognizing the inherent connection between land use and water consumption and a critical need for action, Utah passed SB110 in 2022 and SB76 in 2023. By integrating water considerations into our land use planning, we have a significant opportunity to collectively reduce municipal and industrial (M & I) water use.

State Code now requires municipalities of the fourth class and larger and all counties to develop a water use and preservation element that is integrated with land use planning and development.

Four key components guide the Water Use and Preservation Element:

- Effect of permitted development on water demand and water infrastructure;
- Methods for reducing water demand for existing development;
- Methods for reducing water demand for future development;
- Modifications to local government operations to support water-efficient practices.

Herriman is currently a Third Class city, with an estimated population of 62,352 in 2024 (U.S. Census Bureau estimates).

Class of Municipalities, according to population:

- First Class City: 100,000 or more people
- Second Class City: 65,000 to 99,999 people
- Third Class City: 30,000 to 64,999 people
- Fourth Class City: 10,000 to 29,999 people
- Fifth Class City: 1,000 to 9,999 people
- Town: less than 1,000 people



The recommendations of this element provide a water-centric framework for Herriman City to consider in its land use and development policies and decisions.

2.1 LOCAL CONTEXT

ABOUT HERRIMAN

Located in the southwestern corner of Salt Lake County, Herriman is the gateway to the adjacent foothills and canyons of the Oquirrh Mountains to the west and Traverse Mountains to the south. Herriman residents enjoy an enviable proximity to open spaces and outdoor recreation.

In just the past few decades, Herriman has transitioned from an agriculturally oriented community to a burgeoning suburban community. This shift drastically changed the land uses and the related water needs of those uses. A mix of development patterns has emerged, ranging from larger lot residential areas to smaller-lot neighborhoods and mixed-use centers.

HERRIMAN WATER PROFILE

Water use is a function of many things, including land use and development patterns. Household size, income, and lifestyle habits contribute to how much water is used and how/where it is used. How we plan, design, and maintain our communities - along with the diversity of land uses and neighborhoods - impacts the demand and use of water.

Herriman City provides water to residents, businesses, institutions, and industrial uses in the City's boundaries. Herriman City also provides the wholesale supply of water to serve some of the Hi-Country Estates subdivisions, which are located west of the City's boundaries in unincorporated Salt Lake County.

SECONDARY WATER

Herriman City provides secondary (irrigation) water to some areas of the city. The City's secondary water system was established in 2010 and allows those connected to the system to use non-culinary water for their yards and landscaped areas. The system helps Herriman City and residents stay informed about their indoor and outdoor water use, allowing residents to be more conscious about their use patterns and determine how they can best help conserve water.

The intent to expand the secondary water system to undeveloped areas of Herriman City has recently been reconsidered. Given the increase in construction costs, and the overall shift to promote water conservation in outdoor irrigation, the potential demand for the system may not cover the cost of expansion.

WATER CONNECTIONS [JUNE 2023 NUMBERS]



- Culinary: 15,134
- Secondary: 4,577
- Total: 19,711

HERRIMAN CITY WATER SOURCES

- Hamilton well
- Well #1
- Well #2
- Well #3
- Arnold Hollow Springs
- Stillman well
- Welby Jacob Canal (Secondary Water)
- Jordan Valley Water Conservancy District (JVWCD)

POPULATION PROJECTIONS

Herriman is expected to continue growing through new development on agricultural or undeveloped land. In 2025, Herriman estimated the amount of vested development rights on vacant land is approximately 13,500 residential dwelling units, which will also generate commercial, institutional, and industrial development within city boundaries. This growth translates into a projected population of 132,608 by the year 2065. [Projection estimates are from the 2024 Herriman Water Master Plan.]

2030: 92,854
2040: 118,820
2050: 128,892
2060: 132,020
2065: 132,608

2.2 REGIONAL CONTEXT

OUR REGIONAL ECOSYSTEM

Herriman is part of the Great Salt Lake Basin. The Great Salt Lake contributes greatly to Utah's hydrologic cycle by providing a warm environment where water condenses into the lower atmosphere before being returned as snow in the Wasatch and Uinta Mountain ranges. Considering that most of our water sources are dependent on this "lake effect," it is very important to consider how to preserve these natural systems so we may continue to live a healthy life in such a beautiful place. While maintaining sufficient reservoir levels is critical, so is allowing water into our streams, rivers, and lakes to support essential ecosystem services.

REGIONAL WATER SOURCES & CONSERVATION GOALS

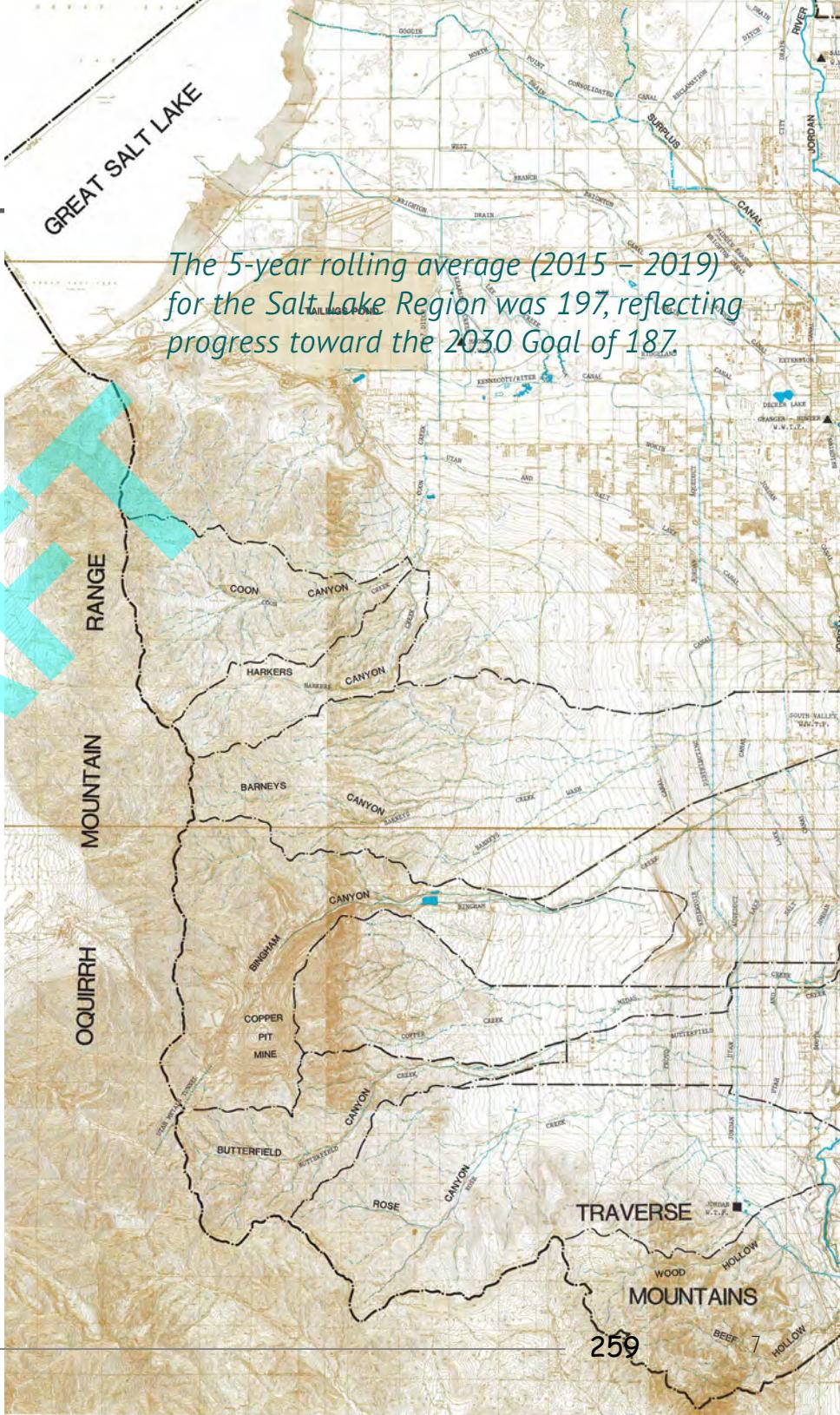
Herriman is the third largest city, by population, served by the Jordan Valley Water Conservancy District (JVWCD). JVWCD's water comes from three rivers - the Provo, Weber, and Duchesne rivers – as well as local Wasatch streams and groundwater in the Salt Lake Valley. To meet water demand from projected population growth, JVWCD plans decades in advance to secure needed water rights, land, and funding. The timing of water supply development projects is dependent on the success of water conservation efforts, population growth rates, and development patterns to accommodate that growth.

In 2019, Utah established Regional Water Conservation Goals for the state's nine municipal and industrial (M & I) areas. A regional approach allows the goals to be tailored to the differing contexts of each region, including climate, elevation, and regional characteristics. Herriman is part of the Salt Lake Region.

Average water use, in gallons per capita per day (gpcd), from the year 2015 serves as the baseline for the regional water conservation goals. In the Salt Lake Region this **baseline is 210 gpcd**. Compared to the other eight regions, the **Salt Lake Region has the lowest average use in the state**. Other regions have a 2015 baseline use ranging from 222 to 400 gpcd.

The Salt Lake Region has the following water conservation goals/targets:

- 2030 - reduction to 187 gpcd, an 11% reduction from the 2015 Baseline of 210
- 2040 - reduction to 178 gpcd, a 15% reduction from the 2015 Baseline of 210
- 2065 - reduction to 169 gpcd, a 19% reduction from the 2015 Baseline of 210





3.1 PLANNING FOR THE FUTURE

In 2023, the City's average daily per capita water use was 152 gallons.

HERRIMAN'S WATER CONSERVATION GOALS

Herriman City's local water conservation goals are captured in the City's 2024 Water Conservation Plan. Herriman's average daily per capita water use in 2010 was 193 gallons, which is used as the baseline for the City's goals. Herriman has the following water conservation targets:

2030: reduction to **162 gpcd**, a **16% reduction** from the 2010 Baseline of 193

2040: reduction to **154 gpcd**, a **20% reduction** from the 2010 Baseline of 193

2065: reduction to **146 gpcd**, a **24% reduction** from the 2010 Baseline of 193

Through a range of conservation efforts, Herriman shows progress toward the City's conservation goals. To date, conservation efforts for the community have focused on education and pricing to motivate voluntary efforts. Herriman City has also proactively implemented several conservation measures for city operations and facilities. Some of these efforts are highlighted in the "Success Stories" section of the element. **In 2023, the City's average daily per capita water use was 152 gallons.**

FUTURE WATER SUPPLY

Through Herriman's land use decisions to guide growth into a mix of neighborhoods, coupled with conservation efforts, **an estimated annual supply of 21,763 acre-feet (146 gpcd) will serve the demand for the projected 2065 population of 132,608**. Herriman intends for most of its future culinary water to be supplied through the purchase of water from the Jordan Valley Water Conservancy District (JVWCD). In spring 2024, JVWCD implemented a new water budget policy, **setting a water budget of 1.35 acre-feet per year per acre for each developable acre** projected to annex into the JVWCD service area, with the opportunity to increase to 1.65. Water demand above this budgeted amount from JVWCD will require developers to bring additional water rights (underground, Utah Lake, or other water rights) or pay a fee in lieu to meet their projected demand.

The effects of this limited water budget from JVWCD are important to consider as part of the City's future water supply plans. An expansion of Herriman's secondary water infrastructure is not planned. The secondary water system will be limited to areas already served by existing secondary water infrastructure. However, as development patterns emerge, the City may purchase secondary water from the Welby Jacob Canal company.

WATER-WISE DEVELOPMENT IN HERRIMAN

All new development within Herriman must adhere to Herriman City's Water Efficiency Standards. Considering that over half of the water used by residents in Utah has typically been applied to outdoor landscapes, new development in Herriman will strive to reduce that amount through the installation of resilient landscapes that promote decreased water needs. The resulting development aims to provide decreased maintenance, increased curb appeal and accessibility, all while conserving water by reducing overall lawn area sizes and utilizing efficient water sense irrigation systems. Herriman has a well maintained and operated water system and has been proactively implementing several conservation measures to reduce water usage in the community.

3.2 FUTURE LAND USE & DEVELOPMENT

Three general categories guide Future Land Use and Development in Herriman. Each category plays a role in creating the balanced and desirable community Herriman strives to be as well as contributing to overall water conservation efforts. To provide an understanding of the connection between future land use and development categories, Herriman City's 2024 Water Conservation Plan provided target outdoor water use estimates for each future use type, along with the percent reduction from 2010 outdoor water use levels.

Residential & Neighborhood - the foundation of the Herriman community. [approximately 65% of developable land; 55% of all land including open space and sensitive lands]. On a per gross acre basis, the targeted outdoor water use by FLU type is as follows:

- Mountain/Canyon Residential – 0.012 (acre feet/year) [reduction of 16%]
- Forest Residential – 0.023 (acre feet/year) [reduction of 16%]
- Hillside/Agricultural Residential – 0.715 (acre feet/year) [reduction of 24%]
- Neighborhood Residential One – 1.046 (acre feet/year) [reduction of 24%]
- Neighborhood Residential Two – 0.837 (acre feet/year) [reduction of 24%]
- Mixed Use Neighborhood One – 0.821 (acre feet/year) [reduction of 24%]
- Mixed Use Neighborhood Two/Towne Center – 0.469 (acre feet/year) [reduction of 24%]

Mixed Use & Commercial - the fiscal fuel that keeps the Herriman community economically sustainable and resilient. [approximately 30% of developable land; 25% of all land including open space and sensitive lands] On a per gross acre basis, the targeted outdoor water use by FLU type is as follows:

- Neighborhood Commercial Node – 0.273 (acre feet/year) [reduction of 56%]
- General Retail – 0.273 (acre feet/year) [reduction of 41%]
- Employment Campus/Business Park – 0.273 (acre feet/year) [reduction of 41%]
- Office Mixed Use – 0.273 (acre feet/year) [reduction of 56%]
- Educational Campus/Village – 1.008 (acre feet/year) [reduction of 22%]

Civic & Community - the critical connections/connectors that link the community together. [approximately 5% of developable land; 20% of all land including open space and sensitive lands] On a per gross acre basis, the targeted outdoor water use by FLU type is as follows:

- Civic/Community – 1.540 (acre feet/year) [reduction of 37%]
- Parks & Plazas – 2.298 (acre feet/year) [reduction of 17%]
- Open Space – 0.000 (acre feet/year) [reduction of 0%]
- Utilities/Support Services – 0.036 (acre feet/year) [reduction of 40%]

RELEVANT CITY PLANS & STANDARDS



- 2025 Stormwater Management Plan (2025-2030)
- 2025 Parks, Trails, and Open Space Master Plan
- 2024 Water Conservation Plan
- 2024 Water Master Plan
- 2020 Water Efficiency Standards
- 2018 Herriman Hills Open Space Master Plan

RELEVANT REGIONAL PLANS/STUDIES



- 2024: Jordan Valley Water Conservancy District – Water Conservation Plan
- 2019: Statewide Regional Water Conservation Plan & Goals



3.3 SUCCESS STORIES

RAIN SENSORS IN CITY PARKS

All new city parks and open spaces are equipped with rain sensors, which detect rainfall events and track the amount of precipitation received. This data is sent to the city's central control system, allowing for termination of scheduled irrigation if the amount of rain makes it unnecessary. The city intends to install rain sensors at existing parks and open spaces that are irrigated as budget allows.

REDUCED WATERING & WATER AUDITS OF PUBLIC SPACES

Public spaces with [turf](#) areas not used for consistent recreational space (sports fields) have a reduced [watering](#) schedule. The Parks Department maintains [thousands of](#) [sprinkler heads](#) throughout Herriman's public spaces.

The City [works](#) to ensure these irrigation systems are running efficiently and effectively. This effort includes weekly visual inspections to check for leaks or misaligned [sprinkler heads](#), and in-depth monthly audits. Water use at the city's [larger](#) parks and open spaces is evaluated annually to identify potential modifications to irrigation patterns.

LAND USE PLANNING – OPEN SPACE AQUISITION

Herriman City, with the assistance of funding from the Army Compatible Use Buffer (ACUB) program, has purchased nearly 2,000 acres of land for open space preservation. Most of this land is on the south side of the city, adjacent to Camp Williams, a 23,830 acre National Guard training site for military personnel from all branches. The ACUB program provides funding for the purchase of property to help create a land use buffer around active military bases, preserving it from encroaching development. Open Space areas in Herriman are typically not irrigated, thus reducing water demand.

The decision to collaboratively preserve open space through the ACUB program has significantly reduced the potential for residential growth in the southern hills of Herriman, however, existing Master Development Agreements regulate developable portions of the area. The proposed development patterns for these areas are intended to be built with conservation development strategies that will optimize shared open spaces and reduce individual irrigation needs.

WATER METERING

Herriman relies on advance metering infrastructure for all retail water meters, which allows for collection of data and the ability to analyze and troubleshoot water issues, such as leaks. Since 2011, all meters installed in Herriman log water use every 15 minutes and can detect fixture leaks, which allows the city to notify customers of the potential problem. The meter system provides an opportunity for Herriman to communicate with users on their water use habits.

DUAL METERING FOR NEW DEVELOPMENTS

For new commercial and large multi-family developments without access to secondary water for outdoor irrigation, dual metering is planned to measure indoor and outdoor culinary water use separately. Higher tiered rates for outdoor culinary water use are intended to support water saving measures for new developments.

SECONDARY WATER METERING

Herriman City began metering the City's secondary water system to encourage conservation. Utah's legislature requires all water systems to meter secondary water by 2030. This decision puts Herriman City "ahead of the game," which will in turn save the City a great deal of time and money. Herriman's secondary water is only available in some areas of the City and is typically available from early May to mid-October each year.

WATER RATE STRUCTURE

Herriman uses a tiered rate structure for both culinary and secondary water. The goal of the tiered water rate structure is to encourage conservation through communication and awareness of costs. By reducing peak system demands and reducing the amount of water used on outdoor landscapes Herriman can help ensure its water supply is able to serve current and future demands.

The current rate structures are based on several factors, including the type of customer (residential; non-residential; wholesale), the pressure zone, size of meter, access to secondary water, and indoor vs. outdoor use. The tiers are designed to provide incentive to water customers to be conservation-minded, with the lowest tier providing the cheapest cost per gallon up to 5,000 gallons for culinary water and 10,000 gallons for those on the secondary water system, which is separately metered.

The costs for the rate structure have increased periodically, with the latest change in 2024 reflecting a 16.3% increase to account for rising costs related to inflation, infrastructure improvements, and increased expenses related to water sourcing. The City continues to evaluate the configuration of its rate structure.

EDUCATION CAMPAIGNS / COMMUNITY OUTREACH

Herriman recognizes that reducing water use per capita is a collective effort. The City works to involve the community as much as possible as we work toward our conservation goals. The goal is to provide residents with the tools and information they need to maintain a high quality of life while using less water.

RAIN BARREL PROGRAM

Herriman City partners with the Utah Rivers Council to provide rain barrels at cost as a method to reduce the use of culinary water on outdoor landscapes and reduce water system demand.



4.1 WHAT WE WANT TO ACHIEVE

PLANNING FOR STEWARDSHIP

The water use and preservation element aligns with the overall vision and mission of the General Plan. The General Plan guides decisions to support a high quality of life and efficient use of land and infrastructure for the community.

RELATIONSHIP TO THE FOUR KEY INITIATIVES

The goals, objectives, policies, and strategies of the water element support the four key initiatives for Herriman City, which reflect **community priorities** and the topics of focus for the General Plan.

- 1 – Growing Wisely
- 2 – Optimizing Open Spaces
- 3 – Maximizing Unique Fiscal Opportunities
- 4 – Enhancing / Supporting Community & Culture

OVERALL GOAL

Herriman aims to **guide growth** and facilitate development patterns in a way that supports the preservation of current and future water resources while enhancing community character and retaining high-quality neighborhoods and streetscapes.

OBJECTIVES

WUP-1: Create and maintain high quality neighborhoods, streetscapes, and a healthy urban forest.

WUP-2: Keep the Herriman community informed and engaged in efforts to preserve water resources and understand the connections between land uses, development patterns, and water use.

WUP-3: Incentivize the Herriman community to implement water-saving strategies and celebrate their efforts.

WUP-4: Lead by example and communicate the City's efforts to be a leader in mindful water use practices.

WUP-5: Ensure Herriman City's standards and regulations meet State and Regional water conservation requirements while calibrating them to support high-quality development patterns and streetscapes.

WUP-6: Keep informed and aware of water use and methods for conserving and preserving water supplies.

WUP-7: Collaborate with local and regional partners to protect the health of the Great Salt Lake, the Wasatch Mountain watersheds, waterways, and other water sources.

4.2 MAKING IT HAPPEN

ACTION PLAN

The Action Plan represents the policies and strategies Herriman City will use to help achieve the overall goal and seven objectives related to Water Use and Preservation.

Policies and strategies will support one or more of the following:

- (RED) - reducing water demand and per capita water use for existing development
- (RFD) - reducing water demand and per capita water use for future development
- (WWP) – water-wise practices by Herriman City

POLICIES AND STRATEGIES

COMMUNITY CHARACTER [RED; RFD; WWP]

WUP-1.1: Evaluate updates to the City's landscape ordinance to facilitate better integration of waterwise vegetation into residential and commercial setbacks and yards.

WUP-1.2: Ensure sufficient funding is allocated to keep the City's Urban Forest well-planned and maintained. [<https://www.herriman.gov/trees>].

EDUCATION / ENGAGEMENT [RED; RFD; WWP]

WUP-2.1: Continue to use social media and city communications to connect Herriman residents and businesses with the various services, programs, and rebates offered by the JVWCD and others. Highlight existing programs and new enhancements/programs.

WUP-2.2: Consider supplementing outside incentives through city-led programs (e.g., additional rebates and/or awards for properties that take advantage of the rebates.)

WUP-2.3: Evaluate and communicate the success of public education programs.

WUP-2.4: Coordinate with JVWCD and others to host workshops and educational programs in Herriman to make them more accessible to residents.





INCENTIVES / RECOGNITION [RED; RFD]

WUP-3.1: Consider establishing an annual award program to recognize individual residential, commercial, institutional, and industrial uses in the city demonstrating high-quality water-conserving landscapes.

WUP-3.2: Evaluate and recognize the water-saving characteristics of Herriman's different neighborhoods and development patterns.

WUP-3.3: Continue to promote and collaborate with JVWCD on turnkey conservation incentive programs (e.g., Utah Water Savers programs).

WUP-3.4: Pursue grant funding and/or supplemental funding for implementing and enforcing water efficiency standards.

LEAD BY EXAMPLE [WWP]

WUP-4.1: Ensure water is conserved and used efficiently at City facilities. Collaborate with JVWCD to conduct the Strategic Water Management program for city-owned properties.

WUP-4.2: Formally establish Herriman's Drought Management best practices as a city standard for responding to extreme drought conditions. [<https://www.herriman.gov/uploads/files/2011/Parks-Irrigation-BMPs-2.pdf>]

WUP-4.3: Consider installing interpretive signage at City waterwise / bioswale demonstration sites.

REGULATIONS AND STANDARDS [RED; RFD; WWP]

WUP-5.1: Consider alternatives to the site plan review and approval process to facilitate higher quality waterwise landscapes, such as using Herriman City's staff or on-call consultants to create compliant, attractive designs.

WUP-5.2: Consider proactively adopting the new standards outlined by JVWCD in their 2024 Conservation Plan.

WUP-5.3: Consider minimizing or restricting land uses that typically consume large amounts of water and/or making them a conditional use with specific conditions related to water usage.

WUP-5.4: Continue to support land uses and development patterns that reduce water needs and demand (e.g., smaller lot sizes; planned developments with shared open spaces; mix of housing types).

MONITORING / MEASUREMENT [RED; RFD; WWP]

WUP-6.1: Encourage and potentially incentivize commercial, industrial, and institutional water users to participate in the Strategic Water Management program offered by JVWCD (<https://jvwcd.gov/public/swm>).

WUP-6.2: Consider the use of special water rates during times of extreme drought.

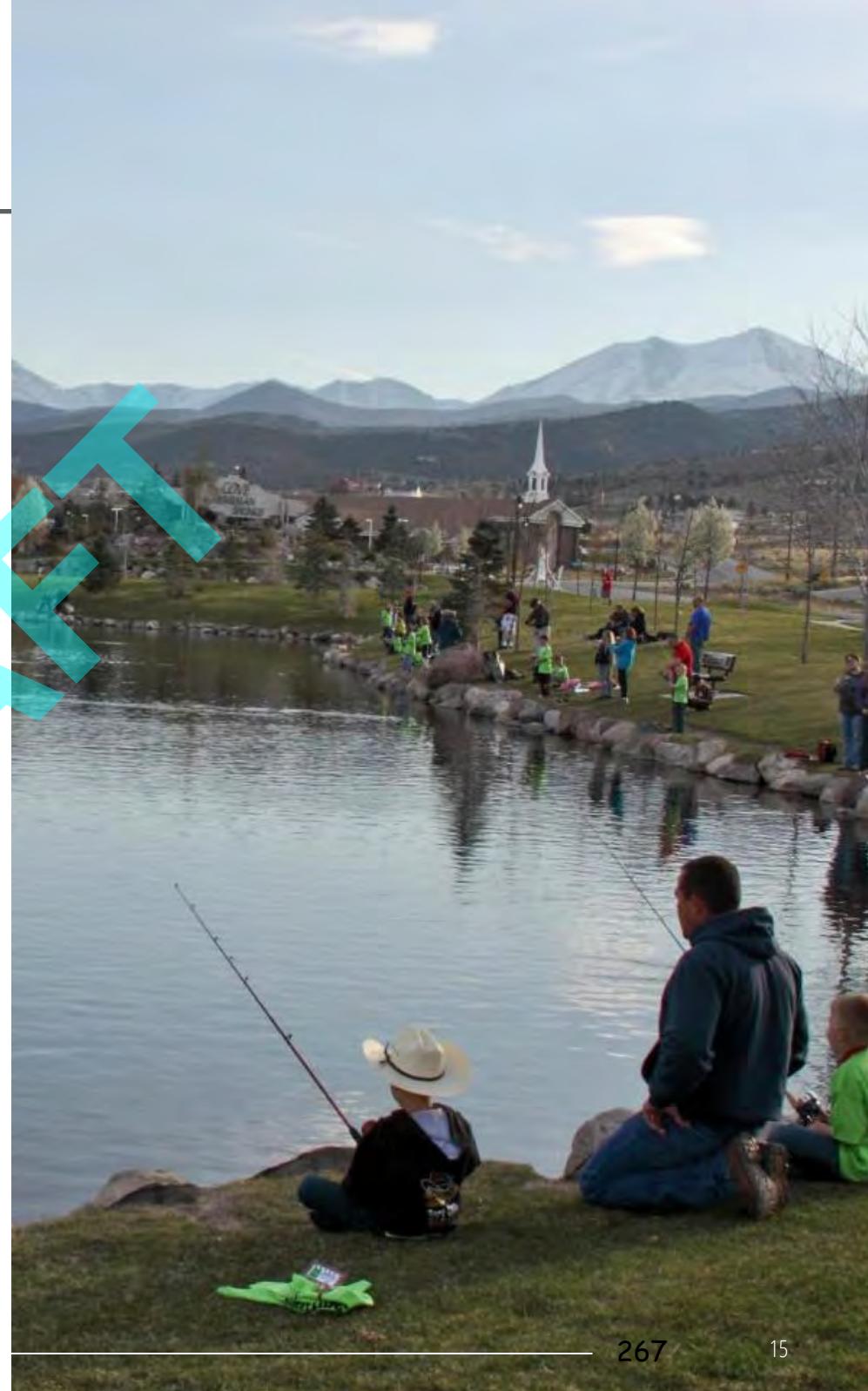
WUP-6.3: Collaborate with the JVWCD to keep informed on new approaches to implementing rate structures and consider pilot testing these approaches.

COLLABORATION [RED; RFD; WWP]

WUP-7.1: Continue interdepartmental conversations regarding water budgets, water infrastructure, land uses, and development patterns.

WUP-7.2: Collaborate to evaluate the potential impacts to water use for requests to modify the future land use designation or zoning of properties.

WUP-7.3: Be consistent in educational efforts and communication regarding water use and water conservation efforts in Herriman City (e.g., terminology, data, etc.).



4.3 WATER-WISE DEVELOPMENT: THE HERRIMAN WAY

The following **Ten Principles** provide a guide for water-wise development in Herriman. Policies and strategies supporting these principles are found throughout the General Plan. Additional resources and details for these principles are provided in a supplementary resource: *Best Practices for Waterwise Development in Herriman*.

1: Growing (Water) Wisely. Herriman is committed to diverse neighborhoods, land uses, and development patterns that maximize high-quality open spaces and promote water conservation. [see *General Plan Key Initiative #1*]

2: Optimizing (Water-efficient) Open Spaces. Incorporating a range of quality open spaces into Herriman's neighborhoods through strategic development patterns supports reduced irrigation needs for individual properties. [see *General Plan Key Initiative #2*]

3: Enhancing/Supporting (Waterwise) Community & Culture. By celebrating and managing water wisely while retaining beautiful streets and **public spaces**, Herriman City encourages the community to do the same. This **strategy** will create a culture of water conservation balanced with community character that becomes an integral part of the community's identity. [see *General Plan Key Initiative #4*]

4: Prioritize Trees and Shrubs. Herriman's character is reflected by its landscaping and trees. By prioritizing the planting and maintenance of shade trees and drought-tolerant shrubs in private developments and **public rights-of-way** Herriman is establishing the foundation for community's **character** as it continues to grow and evolve. Shade trees provide more benefits to yards and the city's streetscape in the long run. [see *General Plan - Community Character; Urban Forest Management Plan*]

5: Get with the (Irrigation) System. There are many ways to conserve water without completely changing out your existing landscape design. From "smart" irrigation controllers that use weather data, to using the right type of sprinklers, the right irrigation system and irrigation practices can make a big difference.

6: Use the (Right) Turf. When deciding on whether to install or retain turf in landscaped areas, the biggest factor to consider is how the space will be used. Lawns have many benefits and can withstand trampling and active use no other plant can handle. It is the most practical surface for many outdoor recreation activities. Turf also reduces surface water runoff, leading to recharge of groundwater. Low-water turf types and proper irrigation can make **functional** turf areas a suitable component of a water-wise landscape.

7: Protect the Crown (of Grasses). It's normal for the turfgrasses frequently used in Herriman to struggle with the heat and drought conditions. **Dormancy** is how grasses protect themselves by ceasing to grow and allowing the blades above the ground to turn brown or golden. This process protects the crown of the grass plant for future recovery. The crown is at the surface of the soil and is where roots grow down and blades grow up. If the **crown** stays alive, the lawn will recover once cooler temperatures and more moisture return.

8: Go Native – Utah Plants for Utah Yards. Native plants are suited to our climate and require less watering after they are established. Native plants are important components of our landscapes by providing food and shelter for pollinators and beneficial bugs.

9: Be Creative with Containers. Incorporating water-efficient planters into your landscape is a simple, yet impactful, way to conserve water, reduce maintenance, and support a sustainable, beautiful environment. Drought resistant plants can successfully grow in containers with minimal water needs and containers can be easily relocated to take advantage of shade/sun patterns throughout the year.

10: Dial Down the Rock(s). Landscaping to save water does NOT mean the exclusion of plant life. Barren rockscapes can detract from the overall character of a neighborhood and the community. Use the right rocks for the right place – as mulch for planted areas and to enhance the look and design of small, narrow spaces that are hard to irrigate, such as park strips.





5.1 KEY TERMS & DEFINITIONS

Watershed: A watershed is the area of land from which water drains into a river, stream, or other waterbody. Water flows from the land into a waterbody by way of rivers and streams, and underground through groundwater aquifers. The rivers and streams that flow into a larger waterbody are called tributaries. The word "watershed" is sometimes used interchangeably with drainage basin or catchment. Watersheds consist of surface water--lakes, streams, reservoirs, and wetlands--and all the underlying groundwater. Herriman is part of the Jordan River Watershed, one of the five main sub-basins that drain into the Great Salt Lake.

Water Infrastructure: The complex network of human-made and natural systems that collect, treat, store, transport, and distribute water. The water infrastructure system also manages wastewater and stormwater for human use and environmental health.

Municipal And Industrial (M&I) Water Use: M&I includes residential, commercial, institutional (for example, schools and parks) and industrial water use, but excludes agriculture, mining, and power generation as these are classified individually. Utah's Regional Water Conservation Goals are for M&I water use.

Acre-feet per year (AF/year): An acre-foot is the volume that would cover one acre of land to a depth of one foot. One acre-foot equals 325,851 gallons.

Gallons per capita per day (gpcd): The amount of water used by one person in one day. This value is usually calculated by taking the water used in a geographical area and dividing the amount by the population of that area.

Potable water: Also known as culinary water or drinking water. This water comes from surface and ground water sources and is treated to levels that meet state and federal standards for human consumption. Water that has not been treated may make you sick. Public water utilities remove harmful germs and chemicals to make tap water safe to drink. Potable (pō-tə-bəl; rhymes with quotable and notable) comes from the Latin word potare, which means to drink.

Secondary water: Also known as irrigation water. This water, which is untreated and unfiltered, is typically used for irrigation of outdoor residential landscaping, gardening, or agricultural fields. It comes directly from surface waters and is stored in large, open-air reservoirs. It contains pathogens that can cause serious illness and is not suitable for consumption by humans or pets. (see Non-potable water)

Graywater: Graywater is wastewater from bathtubs, sinks, showers, and clothes washing machines and can be used to save potable water. Graywater is not considered potable water, although it can replace potable water to irrigate plants, and fill toilets. Using graywater helps reduce the burden on wastewater treatment plants, by reusing water for different purposes, therefore saving potable consumption. Graywater systems in Utah are regulated by Utah code (R317-401), which provides jurisdiction to local health departments for administration.

Non-potable water: (see Secondary water above) Non-potable water is taken from lakes, rivers, and ground water and has not been treated, and therefore would not be safe to drink, shower, or bathe in.

Blackwater: What comes out of the toilet is considered black water and must be sent to a wastewater treatment plant.

Water audits: Audits consist of checking the irrigation system and making suggestions on ways it could be more efficient. A simple field soil test will determine general soil type and texture, which impacts how much water to use and when. A catch-cup test will determine how quickly the sprinklers are applying water to the lawn and determine how uniform the water is being applied. Water audits are designed to help property owners be as efficient as possible with landscape irrigation.

Landscape Incentive Program: The Landscape Incentive Program offers participants a monetary incentive for every square foot of lawn you replace with water-efficient landscaping. Landscaping project options include park strip, side yard, and full yard conversions. Commercial projects, irrigation retrofits, and tree-planting incentives are also available in certain areas. Eligibility for this program depends on the city in which you live. Herriman is an eligible city. <http://www.utahwatersavers.com/>

Flip your Strip: Flip Your Strip (FYS) is a term coined by Jordan Valley Water Conservancy District in 2017 as part of an incentive program to save water. This program was intended to remove turf from park strips and create attractive, low-water alternatives. Park strips can be one of the largest water wasting areas of a landscape because they are often narrow and can't be watered effectively when planted with turf. Flip Your Strip is now part of the broader Landscape Incentive Program administered by Utah Water Savers. <http://www.utahwatersavers.com/>

Water-wise Landscaping: An approach to landscaping that requires limited or no irrigation, often used in arid regions. Also known as xeriscaping, it is an attractive, sustainable landscape approach that conserves water by using native plants and is based on sound horticultural practices. It is NOT no landscape, or a dry, barren zero-scape with no plants and only dirt and rocks. The term "xeriscape" was coined in the Denver area in 1981 as part of response to water shortages and is, in fact, a registered trademark of the Office of Water Conservation, Denver Water. The term was created by combining "landscape" and the Greek word "xeros," which means dry.

Rainwater Harvesting: Rainwater harvesting is the practice of collecting and storing precipitation for later use. This technique has been around for thousands of years and was used by Native Americans in our region. Currently, rain barrels are commonly used to harvest rain. Rain barrels are an example of green infrastructure, such as rain gardens, green roofs, and permeable pavers. **Rainwater harvesting is legal in Utah.** As of 2010, all Utahns are allowed to collect up to 2,500 gallons of rainwater. However, if a residence is collecting rainwater in more than two containers (or any container exceeds 100 gallons), they must register with the Division of Water Rights. There is no charge for this registration.

REVIEW DRAFT: OCTOBER 2025



Herriman City Water Use and Preservation Plan



Location in Herriman Water Use & Preservation Plan			
Introduction: Pages 1-5	Context: Pages 6-7	Planning for the Future: 8-11	Policy Guide: 12-17

APPENDIX MATRIX: COMPLIANCE WITH UTAH STATE CODE 10-9A-403. GENERAL PLAN PREPARATION

In drafting the water use and preservation element, the planning commission:			
(i) shall consider:			
(A) applicable regional water conservation goals recommended by the Division of Water Resources; and			
(B) if Section 73-10-32 requires the municipality to adopt a water conservation plan pursuant to Section 73-10-32, the municipality's water conservation plan;			
(ii) shall include a recommendation for:			
(A) water conservation policies to be determined by the municipality; and			
(B) landscaping options within a public street for current and future development that do not require the use of lawn or turf in a parkstrip;			
(iii) shall review the municipality's land use ordinances and include a recommendation for changes to an ordinance that promotes the inefficient use of water;			
(iv) shall consider principles of sustainable landscaping, including the:			
(A) reduction or limitation of the use of lawn or turf;			
(B) promotion of site-specific landscape design that decreases stormwater runoff or runoff of water used for irrigation;			
(C) preservation and use of healthy trees that have a reasonable water requirement or are resistant to dry soil conditions;			
(D) elimination or regulation of ponds, pools, and other features that promote unnecessary water evaporation;			
(E) reduction of yard waste; and			
(F) use of an irrigation system, including drip irrigation, best adapted to provide the optimal amount of water to the plants being irrigated;			

APPENDIX MATRIX: COMPLIANCE WITH UTAH STATE CODE 10-9A-403. GENERAL PLAN PREPARATION
(CONTINUED)

	Location in Herriman Water Use & Preservation Plan			
	Introduction: Pages 1-5	Context: Pages 6-7	Planning for the Future: 8-11	Policy Guide: 12-17
In drafting the water use and preservation element, the planning commission:				
(v) shall consult with the public water system or systems serving the municipality with drinking water regarding how implementation of the land use element and water use and preservation element may affect:				
(A) water supply planning, including drinking water source and storage capacity consistent with Section 19-4-114; and				
(B) water distribution planning, including master plans, infrastructure asset management programs and plans, infrastructure replacement plans, and impact fee facilities plans;				
(vi) shall consult with the Division of Water Resources for information and technical resources regarding regional water conservation goals, including how implementation of the land use element and the water use and preservation element may affect the Great Salt Lake;				
(vii) may include recommendations for additional water demand reduction strategies, including:				
(A) creating a water budget associated with a particular type of development;				
(B) adopting new or modified lot size, configuration, and landscaping standards that will reduce water demand for new single family development;				
(C) providing one or more water reduction incentives for existing development such as modification of existing landscapes and irrigation systems and installation of water fixtures or systems that minimize water demand;				
(D) discouraging incentives for economic development activities that do not adequately account for water use or do not include strategies for reducing water demand; and				
(E) adopting water concurrency standards requiring that adequate water supplies and facilities are or will be in place for new development; and				
(viii) for a town, may include, and for another municipality, shall include, a recommendation for low water use landscaping standards for a new:				
(A) commercial, industrial, or institutional development;				
(B) common interest community, as defined in Section 57-25-102; or				
(C) multifamily housing project.				